

STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES

REQUEST FOR QUOTE RFQ NO. 30-104586

PROJECT TITLE: POLLO LOCHO SORTS

QUOTE DUE DATE: June 28, 2023 10:00 AM

EXPECTED TIME PERIOD FOR CONTRACT: July 17, 2023 to September 30, 2024

CONTRACTOR ELIGIBILITY: This procurement is open to those contractors who have been pre-qualified and are listed in the Department of Natural Resources Contract Harvesting Services Eligible Bidder Pool.

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SECTION 1 INTRODUCTION

1.01 Project Summary

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

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

1.02 Purpose and Background

This Request for Quotes seeks responses from harvesters, logging firms, operators of logging equipment or any firms, businesses or individuals who have been pre-qualified for DNR's harvester bidding pool and are interested in contract harvesting approximately 5954 MBF of timber in 7 unit(s) for the Department of Natural Resources in the Pacific Cascade Region Office.

1.03 Minimum Qualifications

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

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

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

1.04 Contract Term

The period of performance of the Harvesting Service Contract resulting from this Request for Quotes (RFQ) and subsequent bidding process is tentatively scheduled for July 17, 2023 to September 30, 2024. Any amendments extending the period of performance shall be at DNR's sole discretion.

1.05 Payment for Work

The State shall make payments to the Contractor for services required and approved including log hauling and road work calculated according to the terms in the harvesting services contract. The Contractor is responsible for independently negotiating, procuring and paying for all services provided.

Depending on the project bid structure defined in section 2.06 'Contract Harvesting Services Quote Format' of this RFQ, payment will be calculated using:

- The Contractor's On Board Truck (OBT) bid rate per mbf for logs harvested and delivered for sort(s) 1, 2, 3, 4, 5, 6 and 7.
- And an OBT rate of \$14.00 per Ton for sort 8 harvested and delivered.
- Utility volume scaled in mbf sorts will be determined on an adjusted gross scale basis and paid for at an OBT rate of \$12.00 per mbf.
- Payment for Harvesting (OBT): The State's payment to the Contractor for harvesting (OBT Rate) adjusted each quarter using the following formula:

Harvester's OBT Rate = $(Q(x) - Q(base)) \times 100 \times \$0.04 + Harvester's OBT Bid Rate$

Where;

Q(base) = Average fuel price for quarter preceding harvesting services contract bid opening.

Q(x) = Average fuel price for quarter preceding log deliveries.

Harvester's OBT Rate shall not be less than their original bid rate.

• Payments to the Contractor for hauling services shall be based upon the tons delivered multiplied by: a base rate, 'A' and 'C mile rates', a fuel index factor and the Contractor's hauling bid factor using the following formula:

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

Base Rate = \$2.35

(based on multiple truck operation fixed cost/ton within 'Report to the Washington State Legislature, The Washington Log Trucking Industry: Costs and Safety Analysis, August 2008')

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

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

Fuel Index Factor =
$$1 + \frac{Q(x) - Q_{(base)}}{Q_{(base)}}$$

Where;

 $Q_{(base)}$ = Average fuel price for quarter preceding harvesting services contract bid opening.

 $Q_{(x)}$ = Average fuel price for quarter preceding log deliveries.

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

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Hauling Rate Example:
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Base Rate = \$2.35 C miles = 10 A miles = 100 Fuel Index Factor = 1.000 Mileage Rate = ((\$0.16 x 10) + (\$0.11 x 100)) x (1.000) = \$12.60 Contractor's hauling bid factor = 1.100

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Hauling Services Payment Rate per Ton
= (Base Rate + Mileage Rate) x (Contractor's hauling bid factor)
= ($2.35 + $12.60) x 1.100
= $16.45
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For sorts bid on an mbf basis tonnage will be calculated using the State's conversion rate unless actual tonnage is available and approved for use. For tonnage based sorts, actual tonnage shall apply.

- Travel distances to each log sort destination will be determined by the State and will represent the one-way travel distance from the sale area to the purchaser's delivery point.
 - Long-haul surcharge: An additional haul payment of \$25/mbf net scale for mbf scale sorts or \$4.60/ton for tonnage sorts will be added for delivery destinations in excess of 250 total one-way miles (A miles plus C miles).
- With prior approval by the State and toll/ferry receipt provided, reimbursement of toll/ferry costs incurred for transporting logs.

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

1.06 RFQ Definitions

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

- **Contractor** Individual or company selected to harvest and haul logs for the State. Contractor may also be required to perform roadwork or other services as required in the Harvesting Services Contract and Road Plan.
- **DNR** The State of Washington, Department of Natural Resources.
- **Eligible Bidder** Candidate Harvester who's Statement of Qualifications has scored a predetermined minimum point total (as determined by the DNR). Only eligible bidders are requested to submit a bid for the work outlined in the Harvesting Services Contract.
- **Harvesting Services Contract** the agreement between the State and a Contractor that defines the work to be done by the Contractor. The Contractor and the State sign this contract after the timber sale auction where the Purchaser's of the log sorts has been determined.
- **Purchaser -** Person or Company that has purchased logs to be delivered by the Contractor of a Contract Harvesting Sale. A Contract Harvesting sale usually has numerous Purchasers.
- **Quote** Official bid form submitted by Eligible Bidders. A complete Quote consists of the bid rate for delivered logs, the bid rates for hauling services, and a completed 'Statement of Available Resources and Work Plan'.
- **Request for Quotes (RFQ)** A formal procurement process used to solicit bids from prequalified firms for the right to perform the work defined in the RFQ.
- **Request for Statement of Qualifications (RFSOQ)** A formal procurement process used to pre-qualify firms for inclusion in the DNR's Contract Harvesting Services Eligible Bidder Pool.
- **Request for Quotes Coordinator -** DNR employee who oversees the Contractor Selection Process and serves as the main point of contact between the DNR and Candidate Harvesters. The Coordinator may delegate some of the duties, but is responsible for ensuring the process is properly followed and documented.

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

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

SECTION 2 GENERAL INFORMATION FOR HARVESTERS

2.01 RFQ Coordinator

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

RFQ Coordinator	Becky VonDracek
Address	PO Box 280
City, State, Zip Code	Castle Rock, WA 98611
Phone Number	(360)577-2025
Fax Number	
E-Mail Address	becky.vondracek@dnr.wa.gov

2.02 Estimated Project Schedule

As defined in the Project Schedule (See Exhibit A)

The DNR reserves the right to revise this schedule.

2.03 Pre-Quote Candidate Harvester Questions

Candidate Harvesters may mail, or email questions about the RFQ to the RFQ Coordinator. The RFQ Coordinator will accept questions until June 21, 2023 at 10:00 AM. Questions received after this date and time will not be answered unless the RFQ Coordinator decides that it is in the DNR's best interests to answer them. A copy of the question(s) received, along with the DNR's official answer(s), will be mailed, or emailed to each Candidate Harvester who received a copy of the RFQ. This copy will become an addendum to the RFQ. The DNR shall be bound only by written answers to questions. Oral responses given on the telephone will be considered unofficial.

2.04 Submitting a Quote

Candidate Harvesters must submit ONE copy of the official Harvesting Services Contract Sealed Bid Form including a 'Statement of Available Resources and Work Plan' with original signatures. The Quote, whether mailed, hand delivered, or emailed must arrive at the DNR no later than 10:00 AM, local time, on June 28, 2023.

The Quote is to be sent to the RFQ Coordinator at the address listed in Item 2.01 above. The envelope should be clearly marked "Attention RFQ Coordinator, Contract Harvesting Services Quote Enclosed, Do Not Open Until June 28, 2023."

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

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

2.05 Proprietary Information/Public Disclosure.

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

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

2.06 Contract Harvesting Services Quote Format

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

OBT harvesting rate per MBF	Required
Hauling services bid factor (formatted to 3 decimals i.e. #.###)	Required
Responsible Bidder Criteria – Wage Law Compliance	Required
Road construction cost proposal	Required
Statement of Available Resources and Work Plan	Required
All attachments incorporated by reference	Required

2.07 Revisions to the RFQ

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

The DNR also reserves the right to cancel or to reissue the RFQ in whole or in part, prior to execution of a Harvesting Services contract. If DNR finds it necessary to revise any part of the RFQ, addenda will be provided to all those who received the RFQ.

2.08 Most Favorable Terms

The State reserves the right to determine the Successful Bidder without further discussion of the Quote submitted. Therefore, the Quote should be submitted initially on the most favorable terms, which the Candidate Harvester can propose. There will be no best and final offer procedure. The State reserves the right to contact a Candidate Harvester for clarification of a Quote.

2.09 Costs to Propose

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

SECTION 3 PROJECT SCOPE OF WORK

3.01 Project Scope of Work.

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

3.02 SPECIAL REQUIREMENTS

The Exhibit G, which has the itemized road construction costs for individual roads, will use DNR supplied road costs instead of bidder supplied road costs. Harvesters will be allowed to adjust the overall cost of the roads construction through the Harvester Road Bid Factor.

The Harvester Bid Factor may be adjusted to a minimum of 0.650 to a maximum of 1.350. This will adjust the overall road costs for the project. Similar to the Haul Bid Factor.

See Exhibit A and Contract for critical dates. This project will require the harvest and delivery of a large amount of timber in a relatively short operating window. It is imperative that the successful harvester has the ability and resources available to complete this project within the anticipated work schedule as described in section 1.04 of this RFQ.

SECTION 4 QUOTE EVALUATION

4.01 Evaluation Team.

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

4.02 Administrative Requirements.

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

4.03 Responsibleness.

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

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

4.04 Information Used for Evaluation.

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

4.05 Signatures

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

4.06 Failure to Comply

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

4.07 Rejecting Quotes

The DNR reserves the right at its sole discretion to reject any and all Quotes received without penalty and not to issue a contract from this RFQ. The DNR also reserves the right at its sole discretion to waive minor administrative irregularities contained in any Quote.

4.08 Lowest Responsible Bidder

Award of this Contract shall be to the lowest responsible bidder as determined by the DNR. In determining the lowest responsible bidder, in addition to price, the following may be considered:

- a. the ability, capacity, and skill of the bidder to perform the contract;
- b. the character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- c. whether the bidder can perform the contract within the time specified;
- d. the quality of performance of previous contracts; and
- e. the previous and existing compliance by the bidder with laws relating to the contract or services. The DNR's determination that a bidder is not qualified shall result in rejection of the bid submitted.

4.09 Challenges to the Apparent Successful Bidder

- a. An unsuccessful bidder may appeal the bid award if they believe the process used to award the contract was not conducted properly. Please include the reasons why you believe the contract should not be awarded to the successful bidder.
- b. The DNR Region Manager must receive the appeal; in writing no later than 5 days from the date the letter was sent by email or mail to the bidder notifying them that they were unsuccessful.
 - The Region Manager shall issue a written decision within 10 days of receipt of the appeal and cite the reasons for approving or disapproving the appeal.
- c. If the appellate is not satisfied with the decision of the Region Manager, the appellant may further appeal to the Deputy Supervisor-Uplands within 5 calendar days from the issuance of the Region Manager's written decision. The Deputy Supervisor-Uplands shall consider all information provided and issue a final decision in writing, citing reasons to approve or disapprove the appellant's appeal.

SECTION 5 RFQ EXHIBITS

Exhibit A Estimated Harvest Project Schedule

Exhibit B Draft Harvesting Services Contract

Exhibit C Road Plan

Exhibit D Timber Sale Map

Exhibit E Harvesting Services Contract Sealed Bid Form

Exhibit F Wage Law Compliance Form

Exhibit G Road Costs



TIMBER NOTICE OF SALE

SALE NAME: POLLO LOCHO SORTS AGREEMENT NO: 30-104766 - 30-104773

AUCTION: February 29, 2024 starting at 10:00 a.m. COUNTY: Wahkiakum

Pacific Cascade Region Office, Castle Rock, WA

SALE LOCATION: Sale located approximately 20 miles West of Longview, WA

PRODUCTS SOLD

AND SALE AREA: All delivered logs, except leave trees marked with blue paint and all down timber existing

5 years prior to the day of sale, bound by the following:

Unit 1, white "Timber Sale Boundary" tags with pink flagging, E-2000 road, the E-5000

road and reprod;

Unit 2, white "Timber Sale Boundary" tags with pink flagging, E-2000 road and reprod;

Unit 3, white "Timber Sale Boundary" tags with pink flagging and reprod;

Unit 4, white "Timber Sale Boundary" tags with pink flagging, the E-2095 road and

reprod;

Unit 5, white "Timber Sale Boundary" tags with pink flagging, the E-2000 road and

reprod;

Unit 6 ROW and Unit 7 ROW, orange "Right of Way" tags with pink flagging; meeting the specifications described below; on parts of Sections 23, 24, 25, 26, and 27 all in Township 9 North, Range 5 West W.M., containing 156 acres, more or less.

MINIMUM BID AND ESTIMATED LOG VOLUMES:

Agreement #	Sort #	Species and Sort Specifications	Average Log Length		mated lume	Tons Per MBF	Delivered Prices		Total Appraised Value	Bid Deposit
				Mbf	Tons		\$/mbf	\$/Ton		
104766	1	DF 5"-11"	28'	1421	9663	6.8	\$725.00		\$1,030,225.00	\$103,022.50
104767	2	DF 12"+	28'	1154	6809	5.9	\$800.00		\$923,200.00	\$92,320.00
104768	3	DF HQ 12"+	28'	227	1294	5.7	\$875.00		\$198,625.00	\$19,862.50
104769	4	RA 5"+	26'	32	240	7.5	\$600.00		\$19,200.00	\$1,920.00
104770	5	WW 5"-11"	28'	878	6146	7	\$500.00		\$439,000.00	\$43,900.00
104771	6	WW 12"-19"	28'	1729	10374	6	\$525.00		\$907,725.00	\$90,772.50
104772	7	WW 20"+	28'	466	2423	5.2	\$480.00		\$223,680.00	\$22,368.00
104773	8	Conifer Pulp 2"+	N/A	47	611	13		\$30.00	\$18,330.00	\$1,833.00

Totals: 5954 37560 \$3,759,985.00

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

no: PwC-SFIFM-513)

BID METHOD: Sealed Bids UNIT OF MEASURE: MBF Scale/Tonnage Scale

EXPIRATION DATE: September 16, 2024 ALLOCATION: Export Restricted

PAYMENT

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

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TIMBER NOTICE OF SALE

BIDDING

PROCEDURES:

A separate sealed bid and envelope must be submitted for each log sort. Prospective Purchasers may bid on any or all log sorts. On the day of sale the Purchaser must bring their bid deposit up to 10% of their total bid price. Complete bidding procedures and auction information may be obtained from the Pacific Cascade Region Office in Castle Rock WA. Phone number (360)577-2025.

TIMBER EXCISE

TAX:

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

Use the following rates for estimating taxable stumpage:

Payment for Harvesting (OBT): The State's payment to the Contractor for harvesting (OBT Rate) adjusted each quarter using the following formula:

Harvester's OBT Rate = $(Q(x) - Q(base)) \times 100 \times \$0.04 + Harvester's OBT Bid Rate$

Where;

Q(base) = Average fuel price for quarter preceding harvesting services contract bid opening.

Q(x) = Average fuel price for quarter preceding log deliveries.

Harvester's OBT Rate shall not be less than their original bid rate.

Harvest Cost = \$0.00 per MBF for sorts 1, 2, 3, 4, 5, 6 and 7 and \$14.00 per Ton for sort 8.

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

Base Rate = \$2.35 per ton

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

ARRF = \$0.00 per MBF for sort 8 and \$26.00 per MBF for sorts 1, 2, 3, 4, 5, 6 and 7.

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

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

CONFIRMATION:

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

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TIMBER NOTICE OF SALE

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

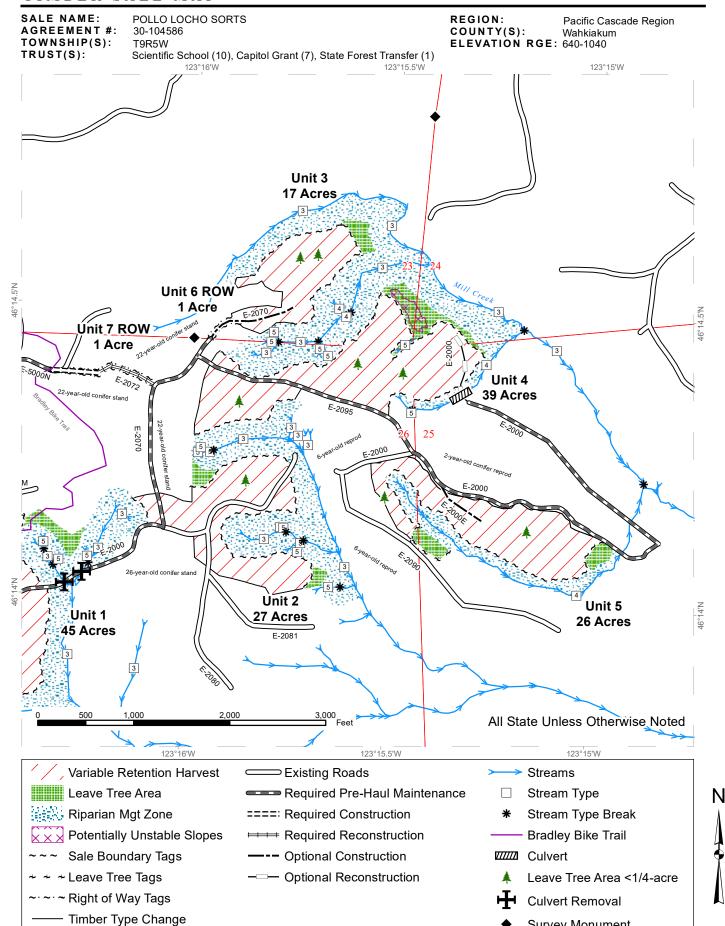
> For more information regarding this log sort sale visit our web site: http://www.dnr.wa.gov/programs-and-services/product-sales-and-leasing/timbersales/timber-auction-packets. If you have questions call Jon Olson at the Pacific Cascade Region Office at (360)577-2025 or Steve Teitzel at the Product Sales and Leasing Division Office in Olympia at (360)480-3910.

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SALE NAME: POLLO LOCHO SORTS REGION: Pacific Cascade Region AGREEMENT #: COUNTY(S): Wahkiakum ELEVATION RGE: 640-1040 30-104586 TOWNSHIP(S): T9R5W TRUST(S): Scientific School (10), Capitol Grant (7), State Forest Transfer (1) 123°15.5'W Unit 3 17 Acres **Unit 6 ROW** Únit 7 ROW 1 Acre 22-year-old conifer stand 26 4:500 E-5000M Unit 2 Unit 1 27 Acres 45 Acres 3,000 Feet All State Unless Otherwise Noted 123°16.5'W 123°16'W 123°15.5'W Variable Retention Harvest ⊃Existing Roads Streams Leave Tree Area Required Pre-Haul Maintenance Stream Type Riparian Mgt Zone ===: Required Construction Stream Type Break Rotentially Unstable Slopes Required Reconstruction Bradley Bike Trail Sale Boundary Tags Optional Construction Culvert ~ Leave Tree Tags ──── Optional Reconstruction Leave Tree Area <1/4-acre · ~ Right of Way Tags **Culvert Removal**

Timber Type Change

Survey Monument



Survey Monument

SALE NAME: POLLO LOCHO SORTS

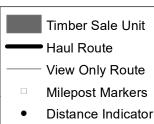
AGREEMENT#: 30-104586 TOWNSHIP(S): T9R5W

TRUST(S): State Forest Transfer (1), Capitol Grant (7), Scientific School (10)

REGION: Pacific Cascade Region

COUNTY(S): Wahkiakum ELEVATION RGE: 600-1120





Rock Pit

DRIVING DIRECTIONS:

From State Route 4, turn north onto Mill Creek Rd. Follow for 1.0 mile. Turn left onto Spruce Creek Rd. Follow for 0.6 miles. Turn right onto Cathlamet Rd (which becomes Beaver Creek Rd in 0.2 miles) for 4.2 miles. Turn right on the E-5000 for 1.9 miles to reach the intersection with the E-2000. Continue straight on E-5000 for 0.7 miles to reach U7 ROW. From the E-2000/E-5000 intersection, turn right and follow E-2000 for 0.6 miles to reach U2. Turn left onto the E-2070 for 0.3 miles. Continue on E-2070 for 0.1 miles to reach U6 ROW. Turn right onto the E-2095 for 0.1 miles to reach U4. Continue on E-2095 for 0.5 miles to reach U5.

Gung Ho Pit Access: From Beaver Creek Road, turn onto the E-5000. Follow for 0.4 miles. Make a right turn onto the E-5100. Follow for 1.6 miles.

Turn left (north) onto the E-2920. Follow for 0.3 miles. The Gung Ho pit will be on your left. **Beavalo Pit Access:** From Beaver Creek Road, turn right onto the E-5000. Follow for 1.9 miles. Turn left onto the E-2000 for 0.9 miles. Turn right onto the E-2100 for 1 mile. The Beavalo Pit with stockpile will be on the right.

E-7500 Pit Access: From Beaver Creek Road, turn right onto the E-5000 for 6.4 miles. Continue straight on the E-7500 for 1.4 miles. Stockpile will be on the right of the E-7500

Prepared By: jscn490 Modification Date: jwea490 4/3/2023

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STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES

HARVESTING SERVICES CONTRACT

AGREEMENT NO. 30-0104586

SALE NAME: POLLO LOCHO SORTS

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

Section G: General Terms

G-001.1 Definitions

The following definitions apply throughout this contract;

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

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

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

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

Harvesting: A general term, referring to the Contractor's various obligations under the Harvesting Services Contract.

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

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

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

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

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

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

G-015.1 Harvest Area and Location

Contractor shall harvest and deliver, All delivered logs, except leave trees marked with blue paint and all down timber existing 5 years prior to the day of sale, bound by the following:

Unit 1, white "Timber Sale Boundary" tags with pink flagging, E-2000 road, the E-5000 road and reprod;

Unit 2, white "Timber Sale Boundary" tags with pink flagging, E-2000 road and reprod;

Unit 3, white "Timber Sale Boundary" tags with pink flagging and reprod;

Unit 4, white "Timber Sale Boundary" tags with pink flagging, the E-2095 road and reprod;

Unit 5, white "Timber Sale Boundary" tags with pink flagging, the E-2000 road and reprod;

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Unit 6 ROW and Unit 7 ROW, orange "Right of Way" tags with pink flagging; located on approximately 156 acres on part(s) of Sections 23, 24, 25, 26, and 27 all in Township 9 North, Range 5 West W.M. of Wahkiakum County as shown on the attached timber sale map.

G-020.1 Inspection by Contractor

Contractor hereby warrants to the State that they have had an opportunity to fully inspect the sale area and the forest products to be harvested. Contractor further warrants to the State that they enter this contract based solely upon their own judgment of the harvest and road work, and condition of the forest products, formed after their own examination and inspection of both the timber sale area and the forest products to be harvested. Contractor also warrants to the State that they enter this contract without any reliance upon the volume estimates, acreage estimates, appraisals, pre-bid documentation, or any other representations by the State.

G-022.1 Sorting Specifications

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

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

Agreement No.	Sort #	Species Diameter	Scaling Rule	Preferred Log	Destination	A Miles	C Miles
104766	-	DE 511 1111	TTIC	Lengths			0.6
104766	1	DF 5"-11"	WS				9.6
104767	2	DF 12"+	WS				9.6
104768	3	DF HQ 12"+	WS				9.6
104769	4	RA 5"+	WS				9.6
104770	5	WW 5"-11"	WS				9.6
104771	6	WW 12"-19"	WS				9.6
104772	7	WW 20"+	WS				9.6
104773	8	Conifer Pulp 2"+	WS				9.6

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

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

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

G-024.1 Manufacturing Standards

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

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

- a. Sweep will be limited to within the bole of the log as measured using a tape stretched between the centers of each end of the log.
- b. Limbs and knots shall be cut flush, with no more than 15 percent of a log having limbs or knots over 2 inches in diameter extending more than 2 inches above the surface of the log.
- c. Logs in peeler sorts shall be chuckable with no more than a 2 inch diameter area of rot within a 5 inch diameter circle located at the center of either end of the log.

G-025 Schedules

The following attached schedules are hereby incorporated by reference:

Schedule Title

M Additional Road Maintenance Rates

G-027.1 Log Delivery Schedule and Conditions

- a. Contractor shall deliver logs to Purchaser's designated delivery location beginning no later than March 25, 2024 and completed by August 31, 2024. Failure to begin deliveries by the specified date may result in the State imposing damages per clause D-022.1 unless an alternate start date is agreed upon by the State and Contractor. If a log delivery location is changed during this contract, the Contract Administrator shall notify the Contractor. Once notified, the Contractor shall deliver logs to the new location.
- b. The Contractor may deliver logs to the Purchaser's delivery location during the Purchaser's working hours, or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except, scheduled closures and legal holidays for the contract term as described in clause G-030.1, unless permission to do otherwise is agreed upon by the State.
- c. The Contractor agrees to deliver said logs on conventional or self-loading logging trucks, properly and legally loaded, bound, branded, and ticketed.

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Logs in loads shall not be double-ended unless approved in writing by the Contract Administrator. It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the Contractor to make the load conform to legal requirements for hauling.

- d. If a receiving Purchaser plans a scheduled closure, the Contract Administrator shall notify the Contractor at least 48 hours before the scheduled closure. Depending on the length of the scheduled closure or delays in log delivery, the Contract Administrator will decide in the best interest of the State on the disposition of the affected log sort(s) or any alternate delivery schedule or location.
- e. Contractor's daily log delivery to a Purchaser's location may be limited according to the table below, provided the Contract Administrator notifies the Contractor at least 48 hours prior to the time this truck delivery limit is established.

Sort(s)	Maximum No. Loads/day
1,2,3,4,5,6,7,8	10

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

G-030.1 Contract Term and Expiration Dates

To ensure the timely completion of activities under this contract, all activities required under this contract are to be completed between the starting date of July 17, 2023 and the expiration date of September 30, 2024.

Contractor shall not have any right to enter the sale area to perform any remaining road construction or harvesting services after contract expiration unless a contract extension has been granted.

G-033.1 Notification of Operations

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

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G-040.1 Contract Term Adjustment

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

G-050.1 Contract Term Extension

An extension of operating authority time may be granted at the discretion of the State upon written request thirty (30) days prior to the termination date and upon the terms and conditions as specified by the State. Contract extensions may not exceed thirty (30) days unless otherwise agreed to by State and Contractor. Extension requests within the last thirty (30) days of the contract may be considered if the extension would be in the best interest of the State. The extension, if granted, will be contingent upon the payment of an extension fee to the State, by the Contractor, in the amount of \$100.00 per day of extension.

G-054.1 Early Contract Termination

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

G-060.1 Exclusion of Warranties

The following specific matters ARE NOT WARRANTED, and are EXCLUDED from this transaction:

- a. The CONDITION of the site or forest products. Any descriptions of the site or forest products in the notice of sale, other pre-contractual documents, or the Harvesting Services Contract are provided solely for administrative and identification purposes.
- b. The ACREAGE contained within any sale area. Any acreage descriptions appearing in the notice of sale, other pre-contractual documents, or the Harvesting Services Contract are estimates only, provided solely for administrative and identification purposes.

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

G-061.1 Inadvertent Discovery of Cultural Resources

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

G-062.1 Habitat Conservation Plan

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

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

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

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

G-063.1 Incidental Take Permit Notification Requirements

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

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

G-064.1 Permits

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

G-065 Regulatory Disclaimer

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

G-066.1 Governmental Regulatory Actions

a. Regulatory Risk

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

b. Increased Costs

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

G-070.1 Limitation on Damage

In the event of a breach of any provision of this contract by the State, the exclusive remedy available to the Contractor will be limited to a return of the Performance Security, and payment for improvements and other services rendered by the Contractor,

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which were required by the Harvesting Services Contract. The State shall not be liable for any damages, whether direct, incidental, or consequential.

G-092.1 Harvest Area Boundary Adjustment

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

G-112.1 Title

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

G-116.1 Sustainable Forestry Initiative® (SFI) Certification

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

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

G-120.1 Responsibility for Work

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

G-121.1 Exceptions

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

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

Nothing contained in clauses G-120.1 (Responsibility for Work) and G-121.1(Exceptions) shall be construed as relieving Contractor of responsibility for, or

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damage resulting from, Contractor's operations or negligence, nor shall Contractor be relieved from full responsibility for making good any defective work or materials.

G-123.1 Operating Authority

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

G-124.1 Contractor Not an Employee of State

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

G-125.1 Use of Subcontractors

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

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

G-126.1 Disputes with Subcontractors or Material Providers

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

G-130.1 Prevention of Damage and Consequences of Contractor-Caused Damage

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

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

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G-140.1 Indemnity

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

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

G-150.1 Insurance

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

Companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports should issue all insurance and surety bonds. Any exception shall be reviewed and approved by the department's risk manager before the insurance coverage is accepted. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

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

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

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payment of premium, the State shall be given 10 days advance notice of cancellation.

Before starting work, Contractor shall furnish State with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in the contract. The Contractor shall obtain insurance coverage prior to operations commencing and continually maintain it in full force until all contract obligations have been satisfied or an operating release has been signed by the State.

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

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

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

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

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

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

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability arising out of premises, operations, independent contractors, products

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completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract), and contain separation of insured (cross liability) condition.

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

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

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

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

G-160.1 Agents

The State's rights and duties will be exercised by the Region Manager. The Region Manager will notify Contractor in writing who is responsible for administering the contract. The Region Manager has sole authority to waive, modify, or amend the terms of this contract in the manner prescribed in clause G-180.1. No agent, employee, or representative of the State has any authority to bind the State to any affirmation, representation, or warranty concerning the forest products harvested beyond the terms of this contract.

Contractor is required to have a person on site during all operations who is authorized to receive instructions and notices from the State. Contractor shall inform the State in

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writing who is authorized to receive instructions and notices from the State, and any limits to this person's authority.

G-170.1 Assignment and Delegation

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

G-180.1 Modifications

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

G-181.1 Contract Modification for Protection of Resources and Improvements

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

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

G-190 Contract Complete

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

G-200.1 Notice

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

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

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

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G-210.1 Violation of Contract

- a. If Contractor violates any provision of this contract, the Contract Administrator, by written notice, may suspend those operations in violation. If the violation is capable of being remedied, the Contractor has fifteen (15) days after receipt of suspension notice to remedy the violation. If the violation cannot be remedied or Contractor fails to remedy the violation within fifteen (15) days after receipt of a suspension notice, the State may terminate the rights of the Contractor and collect liquidated damages under this contract associated with the breach. In the event of such a contract termination, the State may demand all or part of the Contractor's surety in order to satisfy the State's damages.
- b. The State has the right to remedy a breach if Contractor is unable, as determined by the State, to remedy the breach, or if the Contractor has not remedied the breach within 15 days of a suspension notice. Any expense incurred by the State in remedying Contractor's breach may be charged to Contractor, or State may deduct such expenses from payments to the Contractor.
- c. If the contract expires without the Contractor having performed all their duties under this contract, Contractor's rights and obligations to harvest, deliver forest products, and perform any additional contract-related requirements are terminated. Thus, Contractor cannot remedy any breach once this contract expires. This provision shall not relieve Contractor of any financial obligations and unresolved contractual agreements, including payment to subcontractors for work performed under this contract.

G-220.1 State Suspends Operations

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

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

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

G-230.1 Unauthorized Activity

Any cutting, removal, or damage of forest products by Contractor, its employees, agents, or invitees, including independent contractors, in a manner inconsistent with the terms of this contract or State law, is unauthorized. Such activity may subject

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Contractor to liability for triple the value of said forest products under RCW 79.02.320 or RCW 79.02.300 and may result in prosecution under RCW 79.02.330 or other applicable statutes.

G-240.1 Dispute Resolution

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

- a. In the event of a dispute, Contractor must make a written request to the Region Manager for resolution prior to seeking other relief.
- b. The Region Manager will issue a written decision on Contractor's request within five business days.
- c. Within five business days of receipt of the Region Manager's decision, the contractor may make a written request for resolution to the Deputy Supervisor Uplands of the Department of Natural Resources.
- d. Unless otherwise agreed, the Deputy Supervisor Uplands will hold a conference within 15 calendar days of the receipt of Contractor's request for review of the Region Manager's written decision. Contractor and the Region Manager will have an opportunity to present their positions. The Deputy Supervisor Uplands will issue a decision within a reasonable time of being presented with both Parties' positions.

G-250.1 Compliance with All Laws

Contractor shall comply with all applicable statutes, regulations and laws, including, but not limited to, chapter 27.53 RCW, chapter 68.50 RCW, WAC 240-15 and WAC 296-54. Contractor shall provide documentation from Washington State Departments of Labor and Industries and Revenue that all obligations concerning worker compensation and safety will be met. Failure to comply may result in forfeiture of this contract.

G-251.1 Harassment

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

G-260 Venue

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

G-270.1 Equipment Left on State Land

All equipment owned or in the possession of Contractor, its employees, agents, or invitees, including independent contractors, shall be removed from the sale area and

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other State land by the termination date of this contract. Equipment remaining unclaimed on State land 30 days after the expiration of the contract period is subject to disposition as provided by law. Contractor shall pay to the State all costs of moving, storing, and disposing of such equipment. The State shall not be responsible for any damages to or loss of the equipment or damage caused by the moving, storing or disposal of the equipment.

G-280.1 Operating Release

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

G-310.1 Road Use Authorization

The Contractor is authorized to use the following State roads, and roads for which the State has acquired easements and road use permits; E-2000, E-2000E, E-2070, E-2072, E-2080, E-2090, E-2095, E-2100, E-2900, E-2920, E-5000, E-5000N, E-5100 and E-7500 roads. The State may authorize in writing the use of other roads subject to fees, restrictions, and prior rights.

G-330.1 Pre-work Conference

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

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

G-340.1 Preservation of Markers

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

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G-370.1 Blocking Roads

Contractor shall not block the E-2000, E-2920, E-5000 and E-5100 roads, unless authority is granted in writing by the Contract Administrator.

G-396.1 Public Hauling Permit

The hauling of forest products, rock or equipment may require a state, county, or city hauling permit. Contractor is responsible for obtaining a permit and any costs associated with extra maintenance or repair levied by the permitting agency. Contractor must provide the Contract Administrator with a copy of the executed permit.

G-430.1 Open Fires

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

G-450.1 Encumbrances

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

DATA MISSING

Section P: Payments and Securities

P-030.1 Payment for Harvesting and Hauling Services

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

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

Sort Number(s)	Unit of Measure	OBT Rate	OBT Utility Rate
1,2,3,4,5,6,7	MBF	\$0.00	\$12.00
8	Ton	\$14.00	N/A

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

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

Payment for Harvesting (OBT): The State's payment to the Contractor for harvesting (OBT Rate) adjusted each quarter using the following formula:

Harvester's OBT Rate = $(Q(x) - Q(base)) \times 100 \times \$0.04 + Harvester's OBT Bid Rate$

Where:

Q(base) = Average fuel price for quarter preceding harvesting services contract bid opening.

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Q(x) = Average fuel price for quarter preceding log deliveries.

Harvester's OBT Rate shall not be less than their original bid rate.

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

Hauling Services Payment Rate per Ton = (Base Rate + Mileage Rate) x (DATA MISSING: No data found.)

Base Rate = \$2.35

(based on the multiple truck operation fixed cost/ton within 'Report to the Washington State Legislature, The Washington Log Trucking Industry: Costs and Safety Analysis, August 2008'.)

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

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

Fuel Index Factor = 1 + ((Q(x) - Q(base)) / Q(base))

Where;

Q(base) = Average fuel price for quarter preceding harvesting services contract bid opening.

Q(x) = Average fuel price for quarter preceding log deliveries.

The fuel index factor will be calculated each;

January and apply to loads delivered between January 1 and March 31, April and apply to loads delivered between April 1 and June 30, July and apply to loads delivered between July 1 and September 30, October and apply to loads delivered between October 1 and December 31.

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

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

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

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

MBF Sort(s)	MBF/Tons
	Conversion Factor
1	6.8
2	5.9
3	5.7
4	7.5
5	7
6	6
7	5.2

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

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

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

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

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

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

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- a. Reimbursement for authorized ferry tolls will be at a fixed rate of 15 for each crossing with a loaded truck and 15 for each empty return. A 'Wave2Go' statement or equivalent documentation shall be included with the itemized list. For any loads over 80' loaded and 60' empty, the Contractor will be reimbursed the actual cost, Wave2Go or ferry receipts must be provided for reimbursement.
- b. 'Good to Go' regulated bridge tolls will be reimbursed at a fixed rate of \$15.00 per authorized toll crossing. A "Good To Go" statement or equivalent documentation shall be included with the itemized list. This reimbursement is based upon one-way tolling, if a two-way toll is charged, payment receipts must be provided for reimbursement.
- c. Miscellaneous tolls controlled by the Washington State Transportation Commission (WSTC), or other government agencies, will be reimbursed at their posted rates or the actual cost; receipts must be provided.

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

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

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

P-032.1 Payment for Road Construction

The Contractor is responsible for independently negotiating, procuring and paying for road construction services provided.

The State shall pay Contractor for roadwork completed at the following rates:

See Exhibit G

One station of road construction is 100 feet. All materials, equipment time, labor, and equipment mobilization costs are included in the total price. Any part of the road plan not covered in the rates above shall be paid for by the Contractor at their own expense.

Upon completion of road construction, the Contractor shall submit a report identifying the road(s), and the number of stations that have been completed to the Contract Administrator. Once the Contract Administrator has approved the roadwork in writing, the Contractor is responsible for billing the State for road construction services performed. The billing statement shall include an itemized account of the road(s), the number of stations and which stations have been completed. The Contract Administrator will verify that road construction described on the billing statement is complete prior to State making payment to Contractor.

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

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

P-033.1 Payment for Additional Road Maintenance Work

The Contractor is responsible for independently negotiating, procuring and paying for additional road maintenance services provided.

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

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

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

P-034.1 Payment for Additional Miscellaneous Work

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

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

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

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

P-090.1 Performance Security

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

The State will also deduct 10% from any contractor payments, as defined by clause P-030.1, derived from the contract up to a maximum of \$50,000.00 for performance security.

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

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

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

P-100.1 Performance Security Reduction

The State may reduce the performance security after an operating release has been issued if the State determines that adequate security exists for any remaining obligations of Contractor. Prior to any reduction of the performance security amount, the Contractor must submit a written reduction request. No reduction will be allowed by the State unless such reduction can be made while fully protecting the State's interests.

P-120.1 Contractor Responsibility for Subcontractor Services

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

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Section L: Log Definitions and Accountability

L-010.1 Forest Products Conveyed

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

L-013.1 Log Sorts Delivered to Incorrect Destination

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

L-060.1 Load Tickets

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

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

L-080 Scaling Rules

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

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

L-110 State Approval of Log Scaling and Weighing Locations

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

Prior to forest products being hauled, the Contract Administrator must authorize in writing the use of State approved measurement and/or weighing facilities that are at or enroute to final destinations. Forest products from this sale shall be measured or weighed at facilities, which are currently approved for use by the State and are

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currently authorized for this sale. The State reserves the right to verify load volume and weights with State employees or contractors at the State's own expense. The State reserves the right to revoke the authorization of previously approved measurement locations.

L-114.1 State Approval of Haul Route

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

L-130.1 Conversion Factors

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

Section H: Harvesting Operations

H-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-013.1 Reserve Tree Damage Definition

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

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

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

If the Contract Administrator determines that a reserve tree has been cut or damaged, the Contractor shall provide a replacement reserve tree of like condition, size, and species within the sale unit containing the damaged leave tree, as approved by the

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Contract Administrator. Contractor may be required to pay liquidated damages for Excessive Reserve Tree Damage as detailed in clause D-041.1.

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

H-017 Preventing Excessive Soil Disturbance

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

H-025 Timing Requirements for Timber Removal

All felled timber must be removed within 30 days of being felled.

H-030.1 Timber Falling

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

H-035 Fall Trees Into Sale Area

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

H-052.1 Branding and Painting

The State shall provide a State of Washington registered log brand. Contractor must brand and paint all logs removed from the harvest area in a manner that meets the requirements of WAC 240-15-030(2)(a)(i). All logs removed from the harvest area designated as export restricted shall also be painted in a manner that meets the requirements of WAC 240-15-030(2)(a)(ii).

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

H-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-120.1 Harvesting Equipment

Forest products harvested under this contract shall be harvested and removed using cable, cable-assist and ground based equipment. Authority to use other equipment or to operate outside the equipment specifications detailed above must be approved in writing by the State.

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H-125 Log Suspension Requirements

Lead-end suspension is required for all yarding activities.

H-140.1 Special Harvest Requirements

Contractor shall accomplish the following during the harvest operations:

- A. Active Haul Routes will be posted with CB channels by Harvester.
- B. Shovels must be large enough to pick up one end of the largest log 35 feet from machine.
- C. Ground based yarding equipment will not be permitted on sustained slopes over 45 percent.
- D. Self-Leveling ground based yarding equipment will not be permitted on sustained slopes over 60 percent.
- E. 6 Wheeled skidder with tracks similar to ECO-TRACKSTM, will not be permitted on sustained slopes over 40 percent.
- F. Cable assist operations will not be permitted on slopes over 70 percent.
- G. Long butts remaining on the sale must be dispersed as directed by the Contract Administrator. Within shovel logging areas, the operator shall break up concentrations of logging debris greater than 10 feet by 10 feet to allow exposure of natural forest soils to ensure proper reforestation.

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

H-141.1 Additional Harvest Requirements

Contractor shall accomplish the following during the harvest operations:

- A. Sediment delivery from roads will not be allowed. Hauling operations will be shut down as needed until conditions improve or work can be completed that eliminates the delivery of sediment.
- B. No Yarding will be permitted through or over areas identified to be potentially unstable on the FPA Slope Stability Form and all maps.
- C. Any and all snags cut because of safety concerns cannot be removed and must remain where they were felled.

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

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H-150.1 Required Removal of Forest Products

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

Species	Net Bd Ft	Log Length (ft)	Log dib
Conifer	10	12	5
Hardwood	20	16	5

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

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

H-161.1 Excessive Timber Breakage

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

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

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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.

Section C: Construction and Maintenance

C-040.1 Road Plan

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

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

C-050.1 Contractor Road Maintenance and Repair

Contractor shall perform work at their own expense on E-2000, E-2070, E-2072, E-2090, E-2095, E-2900, E-5000 from Station 99+30 to 131+85 and E-5000N road(s). All work shall be completed to the specifications detailed in the Road Plan.

C-055.1 Contractor Additional Road Maintenance and Repair

On the E-5100 and E 2900 road(s), Contractor shall perform additional road maintenance or repair work as directed by the Contract Administrator. All additional road maintenance or repair work completed by the Contractor shall be paid for as outlined in clause P-033.1.

C-060.1 Designated Road Maintainer

If required by the State, the Contractor shall perform maintenance and replacement work as directed by the Contract Administrator on all roads not listed in clause C-050.1 or C-055.1. The Contractor shall furnish a statement, in a form satisfactory to the State showing the costs incurred while performing this work. Costs shall be based on the rates set forth in the equipment rate schedule on file at the Region office or Engineering Division in Olympia. The State shall reimburse the Contractor for said costs within thirty (30) days of receipt and approval of the statement.

C-140.1 Water Bars

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

Section S: Site Preparation and Protection

S-001 Emergency Response Plan

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

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the State shall be promptly notified whenever an incident occurs requiring an emergency response.

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

S-010.1 Fire Hazardous Conditions

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

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

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

S-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-040.1 Noxious Weed Control

Contractor shall notify the Contract Administrator in advance of moving equipment onto State lands. Contractor shall thoroughly clean all off-road equipment prior to entry onto State land to remove contaminated soils and noxious weed seed. If equipment is moved from one DNR project area to another, the Contract Administrator reserves the right to require the cleaning of equipment. Equipment shall be cleaned at a location approved by the Contract Administrator.

S-050 Cessation of Operations for Low Humidity

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

S-060.1 Pump Truck or Pump Trailer

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

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S-070.1 Water Supply

Contractor shall provide, during the "closed season", a water supply with a minimum capacity of 300 gallons for rapid filling of pump trucks or trailers at a location designated by the Contract Administrator.

S-100 Stream Cleanout

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

S-130.1 Hazardous Materials

a. Hazardous Materials and Waste - Regulatory Compliance

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

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

b. Hazardous Materials Spill Prevention

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

c. Hazardous Material Spill Containment, Control and Cleanup

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

d. Hazardous Material Release Reporting

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

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

S-131.1 Refuse Disposal

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

Section D: Damages

D-010.1 Liquidated Damages

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

D-015.1 Damages for Delivered Mis-sorted Logs

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

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

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

Logs or Poles delivered by Contractor that do not meet the receiving Purchaser's preferred log length specifications as described in clause G-022.1, logs not meeting

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manufacturing standards as described in clause G-024.1, and poles not meeting specifications in Schedule P are considered mis-manufactured logs or poles.

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

D-022.1 Damages for Failure to Begin Product Deliveries

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

D-023.1 Damages for Failure to Remove Forest Products

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

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

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

D-024.1 Damages for Excessive Timber Breakage

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

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

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

D-030.1 Inadequate Log Accountability

Removal of forest products from the sale area without adequate branding and/or valid load tickets attached to the load, weighing or scaling forest products in a location other than the facilities authorized for use for this sale, and failing to deliver load ticket to the weighing/scaling official all result in substantial injury to the State. The potential loss from not having proper branding, ticketing, weighing locations and accountability is not readily ascertainable. These contractual breaches result in a loss of load and weighting/scaling data the potential for the removal of forest products for which the State receives no payment, and cause increases in the State's administration costs associated with this contract. The actual costs of these breaches are difficult to assess.

For these reasons, Contractor's payments for harvesting under this contract will be reduced in the following amounts, as liquidated damages, to compensate the State for these breaches: a sum of \$100.00 each time a load of logs does not have branding as required in the contract, \$250.00 each time a load of logs does not have a load ticket as required by the contract, \$250.00 each time a load ticket has not been filled out as required by the plan of operations, \$250.00 each time a load is weighed or scaled at a facility not approved as required by the contract, and \$250.00 each time load and weight scale data is not presented to the weighing/scaling official, and \$250 each time a ticket is either lost or otherwise unaccounted for.

D-041.1 Reserve Tree Excessive Damage

When Contractor's operations exceed the damage limits set forth in clause H-013.1, Reserve Tree Damage Definition, and when the Contract Administrator determines that a suitable replacement for a damaged reserve tree is not possible, the damaged trees result in substantial injury to the State. The value of the damaged reserve trees at the time of the breach is not readily ascertainable. Therefore, the Contractor agrees to pay the State as liquidated damages at the rate of \$1,000.00 per tree for all damaged reserve trees that are not replaced in all harvest units.

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SIGNATURES

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

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

	STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES
Purchaser	Eric Wisch Pacific Cascade Region Manager
Print Name	I deffic Caseauc Region Manager
Date:	Date:

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

STATE OF)			
COUNTY OF)			
On this	day of		, 20,	, before me pers	sonally
that executed the war	thin and foregoing ins ct and deed of the corp at (he/she was) (they w	strument and acki	to me nowledged sa	known to b of the corporate instrument to boses therein men	e the oration be the
IN WITNESS WHE year first above writ	REOF, I have hereunte ten.	o set my hand and	l affixed my	official seal the d	ay and
		Notary I	Public in and	for the State of	
		My appe	ointment exp	ires	

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Schedule M Additional Road Maintenance Rates

ADDITIONAL ROAD MAINTENANCE PAYMENT RATES (Hourly Rate Including Operator)

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

Motor Grader

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

Ripper/Scarifier Use To 140 HP \$4.80 To 175 HP \$7.20 Over 175 HP \$12.00

Front End Loaders & Loader/Backhoe

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

Gravel Trucks

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

Dozers

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

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Ripper Use To 180 HP add \$9.00 To 235 HP add \$15.00 Over 235 HP add \$24.00

Excavators

To 60 HP (Kubota U45, U55; John Deere 50D; Hitachi 50U; Cat 307D) \$138.00
To 95 HP (Cat 312D, 314D; Doosan 140LCV; Hitachi 120-3, 135US-3; Link-Belt 135; Komatsu PC120-6, PC130-8; John Deere 120D, 135D) \$178.00
To 120 HP (Cat 315D; John Deere 160LC; Doosan 175LCV; Komatsu PC160LC-8; Link-Belt 160 LX; Volvo EC160C L) \$205.00
To 140 HP (Cat 319D L, 320C; Hitachi 160LC-3; Link-Belt 210LX) \$212.00
To 170 HP (Cat 320D; Hitachi 200LC-3, 225LCV; Link-Belt 240 LX; Komatsu PC200-8, PC220LC-8; John Deere 225D LC; Volvo EC240C) \$215.00
To 230 HP (Cat 324D, 324E, 328D, 329D; John Deere 240D, 270D, 290G; Hitachi 240LC-3, 270LC-3; Link-Belt 290 LX RB; Volvo EC290C; Komatsu PC270LC-8) \$250.00
Over 230 HP (Cat 330D, 336D; Volvo EC330C; John Deere 330C, 330D; Komatsu PC300LC-8, C350LC-8; Link-Belt 330LX, 350 X2; Hitachi 330LC, 350LC-3) \$280.00
Add Attachment Rate to Excavator \$35.00

Self-Propelled Vibratory Compactors

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

Tractor Brush Cutters

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

Track Mounted Rock Drills (with one operator)

To 4.5" Diameter Hole \$380.00 Over 4.5" Diameter Hole \$446.50

Heavy Equipment Hauling

On-Highway Rear Dump \$165.00 Tilt Deck Utility Trailer (2 axle, up to 40,000 lbs.) \$10.00

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Tilt Deck Utility Trailer (3 axle, up to 50,000 lbs.) \$13.00

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

Water Trucks

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

Power Saws and Pumps \$10.00

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

INSTRUCTIONS

HP taken at the Flywheel unless stated otherwise.

WA Sales Tax - Add sales tax only if an activity is not directly tied to a state timber sale. Sales tax on purchased material will be reimbursed.

Hourly rates include operator, owning and operating costs, profit and overhead, and also includes all costs for service and support vehicles.

Specification data such as weight and flywheel HP can be determined upon request by providing equipment make and model information.

Rates on equipment not included in this schedule can be determined upon request.

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HARVESTING SERVICES CONTRACT **SEALED BID FORM**

STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES

Pollo Locho Sorts

(Print Project Name)

30-104586 (Agreement No.)

(Print Company Name)	
(Street Address)	(Business Telephone Number)
(City, State and Zip Code)	(email address)
*********	**************
To meet Harvesting obligations,	I bid the following On Board Truck (OBT) rate:
	(Bidder must check box for appropriate project payment method. See RFQ section 1.05 and 2.06) S/Ton of timber harvested and delivered. S/mbf of timber harvested and delivered.
And to meet pole sort Harvesting	g obligations, I bid the following OBT rate:
	(Bidder must check box for appropriate project payment method. See RFQ section 1.05 and 2.06) ☐ \$/Ton of poles harvested and delivered. ☐ \$/mbf of poles harvested and delivered.
"Does Not Apply" to projects w	with no pole sorts identified. Refer to RFQ section 2.06.
To meet Hauling obligations, I bio	d:
	Hauling Bid Factor (format to 3 decimal places ie 0.000)
Actual "live-load" weights "tonnage". Sorts designat	ralculation explained in RFQ section 1.05. s used to determine payment for hauling sorts designated as red as "MBF" will use calculated tonnage based on the DNR's raion factor specific for each sort unless actual tonnage is available
Road costs for this project completed and submitted	t are biddable. Road Cost Proposal Form must be as part of bid package.

If awarded this contract, I am responsible for independently negotiating, procuring and paying for any and all subcontracted services provided.

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

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

- 1. The bid price has been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition.
- 2. The bid is a firm offer for a period of 90 days from the bid submission deadline, and it may be accepted by the State without further negotiation at any time within the 90-day period.
- 3. In preparing this proposal or bid, the Bidder was not assisted by any current or former employee of the DNR whose duties relate (or did relate) to this prospective contract and who was assisting in other than his or her official, public capacity. Neither does such a person or any member of his or her immediate family have any financial interest in the outcome of this proposal.
- 4. Acceptance of the Harvesting Services Contract general terms and conditions.
- 5. Acceptance of the Harvesting Services Contract estimated road payment values as shown fixed by terms in contract clause P-32.1.
- 6. The Bidder has had an opportunity to fully inspect the sale area and the timber to be harvested.
- 7. The Bidder enters this bid based solely upon their own judgment of the costs associated with harvesting, hauling, and any additional required work formed after their own examination and inspection of both the timber sale area and the forest products to be harvested.
- 8. The Bidder enters this bid without any reliance upon the volume estimates, acreage estimates, appraisals, pre-bid documentation, or any other representation by the State Department of Natural Resources.
- 9. The Bidder, if successful, will furnish the necessary labor, equipment, and services needed to complete the work as specified by the harvesting contract including commencing and completing the operations in the times specified.
- 10. The Bidder agrees to execute the harvesting contract for the said project and agrees to furnish surety and insurance as required in the specifications.

- 11. The Bidder assumes the risk of liabilities related to any regulatory actions by any government agency that may affect the operability of these harvesting contracts. Such regulatory actions include, but are not limited to, actions taken pursuant to the Forest Practices Act, chapter 76.09 RCW, and the Endangered Species Act, 16 U.S.C. §§ 1531-1544. Please see the Harvesting Services Contract for further information.
- 12. The DNR cannot verify the presence or absence of northern spotted owls, marbled murrelets or any other threatened or endangered species that may affect the operability of the timber sale. The Bidder relies solely on his/her own assessments.
- 13. Acreage estimates and volume estimates contained within the harvesting services contract are made only for administrative and identification purposes. Except as expressly provided by the harvesting contract, the Apparent Successful Contractor shall be responsible to harvest the sale, even if the actual acreage or timber volume varies from the estimated quantity or volume shown.
- 14. The DNR will not reimburse the Bidder for any costs incurred in the preparation of this proposal. All proposals become the property of the DNR and I/we claim no proprietary rights to the ideas or writings contained in them.
- 15. The Bidder will be required to comply with the Department's Nondiscrimination Plan and federal and state laws on which it is based. If requested by the DNR, the Bidder/Harvester will submit additional information about the nondiscrimination and affirmative action policies and plans of their organization in advance of or after the contract award.
- 16. Bidder is required to complete the Responsible Bidder Criteria Wage Law Compliance form in order to be considered a 'responsible bidder' (see RCW 39.26.160(2) and (4)). Pursuant to legislative enactment in 2017, the responsible bidder criteria include a contractor certification that the contractor has not willfully violated Washington's wage laws. See Chap. 258, 2017 Laws (enacting SSBS301).

(Signature of authorized representative submitting this bid)	(Date)	
(Print name and title of authorized representative signing bid)		

Statement of Available Resources and Work Plan

Attach additional pages if necessary.

1. List your available resources (i.e. # of sides, crew & equipment dedicated to the project, use of subcontractors) and describe your plans how you will complete this project within the project schedule.
2. Provide an estimated time-line indicating your expected rate of log deliveries to the state's designated log purchaser locations for this project.
3. Describe how you plan to complete any additional special work requirements identified in section 3.02 of the project's RFQ.

Exhibit G

Agreement Number: 30-104586 POLLO LOCHO SORTS

Harvester Road Bid Factor	

Required Roads

Roads or		Stations or	Work Completion	Bid Price per		Bid Total
Structures	Туре	Quantities	Туре	Unit	Unit	Price*
E-2000	Pre-Haul Maintenance	34.41	Required	\$90.00	per Station with required rock depth included	\$3,096.90
E-2000	Pre-Haul Maintenance	55.21	Required	\$110.00	per Station with required rock depth included	\$6,073.10
E-2070	Pre-Haul Maintenance	22.90	Required	\$100.52	per Station	\$2,302.00
E2072	Reconstruction	5.70	Required	\$5,424.39	per Station with required rock depth included	\$30,919.00
E-2072	New Construction	4.50	Required	\$7,698.67	per Station with required rock depth included	\$34,644.00
E-2095	Pre-Haul Maintenance	25.72	Required	\$100.00	per Station	\$2,572.00
E-2900	Pre-Haul Maintenance	34.09	Required	\$46.79	per Station	\$1,595.00
E-2920	Pre-Haul Maintenance	15.76	Required	\$41.50	per Station	\$654.00
E-5000	Pre-Haul Maintenance	131.85	Required	\$82.73	per Station	\$10,908.00
E-5000N	Pre-Haul Maintenance	3.74	Required	\$93.05	per Station	\$348.00
E-5100 E2000	Pre-Haul Maintenance Abandonment	86.95 32.85	Required Required	\$59.60 \$640.00	per Station	\$5,182.00 \$21,024.00
E2000	Abandonnent	32.63	Required	γυ 4 υ.υυ	per station	3 ∠1,0∠4.00

Total Required Roads* \$119,318.00

Optional Roads

Roads or		Stations or	Work Completion	Bid Price per		Bid Total
Structures	Туре	Quantities	Type	Unit	Unit	Price*
			Optional			
			Reconstruction/Opt			
E-2000	Reconstruction	7.56	ional Rock-2	\$990.00	per Station	\$7,484.40
E-2000	Jaw Run	906.00	Optional Rock-2	\$63.00	per Station	\$57,078.00
			Optional			
	New		Reconstruction/Opt			
E-2000E	Construction	5.50	ional Rock-2	\$955.00	per Station	\$5,252.50
					per Cubic	
E-2000E	Jaw Run	926.00	Optional Rock-2	\$56.00	Yard	\$51,856.00
			Optional			
	New		Construction/Optio			
E-2070	Construction	9.15	nal Rock-2	\$1,085.90	per Station	\$9,936.00
					per Cubic	
E-2070	Jaw Run	1401.00	Optional Rock-2	\$26.00	Yard	\$36,421.00

Total Optional Roads*	\$168,027.90
Total Required Roads* Total Optional Roads*	\$119,318.00 \$168,027.90
Total Roads	\$287,345.90

^{*}DNR will calculate the total cost based on the Price per Unit supplied by the DNR times the Harvester provided Road Bid Factor. The harvester road bid factor will be no less than 0.650 and no more than 1.35.

2-Optional Rock on Optional Roads - If Contractor elects to haul on optional roads in dry weather, the depth listed is recommended but not required.

Required roads - The base reimbursement costs are set by DNR.

Optional roads that are not bid with stations and or rock quantities are assumed not be built.

Additional Payments in Excess of Road Plan Specifications P-033.1					
Item Stations or Quantities Unit Price Total					
18" Polyethylene, double wall	60 feet	\$20.89 per foot	\$1,253.65		
4-Inch Jaw Run Rock	200 Cubic Yards In Place and Compacted	\$28.83 per Cubic Yard	\$5,766.00		

PRE-CRUISE NARRATIVE

Sale Name: Pollo Locho Sorts	Region: Pacific Cascade
Agreement #: 30-104586	District: St. Helens
Contact Forester:Marty Cozart Phone / Location: 360-669-3822	County(s): Choose a county, Wahkiakum
Alternate Contact: Marty Cozart Phone / Location: 360-669-3822	Other information: Click here to enter text.

Type of Sale: Log Sort (Contract harvest)	
Harvest System: Ground based Click here to enter text.	100

UNIT ACREAGES AND METHOD OF DETERMINATION:

Unit #	Legal		sal	Ded		rom Gro vest acr	es)	Acres	Acreage Determinatio
Harve st R/W or RMZ WMZ	Description (Enter only one legal for each unit) Sec/Twp/Rng	Grant or Trust	Gross Proposal Acres	RMZ/ WMZ Acres	Leave Tree Acres	Existing Road Acres	Other Acres (describe)	Net Harvest Ac	n (List method and error of closure if applicable)
1	Sec 26 & 27, T09R05W	1, 7, 10	77	28	3	1	0	45	GPS (Garmin)
2	Sec 26, T09R05W	1, 10	50	20	2	1	0	27	GPS (Garmin)
3	Sec 23, T09R05W	1, 10	39	21	1	0	0	17	GPS (Garmin)
4	Sec 23, 24, 25 & 26, T09R05W	1, 10	78	33	5	1	0	39	GPS (Garmin)
5	Sec 25 & 26, T09R05W	1, 10	57	29	2	0	0	26	GPS (Garmin)
6 ROW	Sec 23 &26, T09R05W	1	1	0	0	0	0	1	GPS (Garmin)
7 ROW	Sec 26, T09R05W	1, 10	1	0	0	0	0	1	GPS (Garmin)
TOTAL ACRES			303	131	13	3	0	156	

HARVEST PLAN AND SPECIAL CONDITIONS:

Unit#	Harvest Prescription:	Special Management	Other conditions (#
		areas:	leave trees, etc.)

	(Leave, take, paint color, tags, flagging		
	etc.) Unit boundaries are marked with		
	white "Timber Sale Boundary"		
	tags & pink flagging. Individual		
	leave trees are painted with a		
	blue band at breast height, a blue		
	butt mark, and blue 'LT'	N1/A	0071 T
2	lettering.	N/A	387 Leave Trees
2	Unit boundaries are marked with		
	white "Timber Sale Boundary"		
	tags & pink flagging. Individual		
	leave trees are painted with a		
	blue band at breast height, a blue		
	butt mark, and blue "LT"		
	lettering.	N/A	237 Leave Trees
3	Unit boundaries are marked with		
	white "Timber Sale Boundary"		
	tags & pink flagging. Individual		
	leave trees are painted with a		
	blue band at breast height, a blue		
	butt mark, and blue "LT"		
	lettering.	N/A	154 Leave Trees
4	Unit boundaries are marked with		
	white "Timber Sale Boundary"		
	tags & pink flagging. Individual		
	leave trees are painted with a		
	blue band at breast height, a blue		
	butt mark, and blue 'LT'		
	lettering.	N/A	380 Leave Trees
5	Unit boundaries are marked with		
	white "Timber Sale Boundary"		
	tags & pink flagging. Individual		
	leave trees are painted with a		
	blue band at breast height, a blue		
	butt mark, and blue 'LT'		
	lettering.	N/A	232 Leave Trees
6	Unit boundaries are marked with		
ROW	orange 'Right Of Way" tags and		
	pink flagging.	N/A	

7 ROW	Unit boundaries are marked with orange "Right Of Way" tags and		
	pink flagging.	N/A	

OTHER PRE-CRUISE INFORMATION:

Unit #	Primary,secondary Species / Estimated Volume (MBF)	Access information (Gates, locks, etc.)	Photos, traverse maps required
1	Hemlock, Douglas- fir, 1,791MBF	E-5000	Driving/Logging Plan Map
2	Hemlock, Douglas- fir, 1,067 MBF	E-5000	Driving/Logging Plan Map
3	Hemlock, Douglas- fir, 666 MBF	E-5000	Driving/Logging Plan Map
4	Hemlock, Douglas- fir, 1,572 MBF	E-5000	Driving/Logging Plan Map
5	Hemlock, Douglas- fir, 1,076 MBF	E-5000	Driving/Logging Plan Map
6 ROW	Hemlock, Douglas- fir, 5 MBF	E-5000	Driving/Logging Plan Map
7 ROW	Hemlock, Douglas- fir, 5 MBF	E-5000	Driving/Logging Plan Map
TOTAL MBF	6,182		_

REMARKS:

Prepared By: Jake Weathers	Title: Forester 1	CC:	
'			
Date: 01/26/2023			

Timber Sale Cruise Report POLLO LOCHO SORTS

Sale Name: POLLO LOCHO SORTS

Sale Type: SORT

Region: PACIFIC CASC District: ST.HELENS

Lead Cruiser: Alan Herrman

Other Cruisers: BWarnstadt, DBuchanan

Cruise Narrative:

Location: POLLO LOCHO SORTS is located 6 miles NE of Cathlamet and is accessed via Beaver Creek Rd to

the E-5000 and E-2000 roads.

Cruise Design: This sale includes five Variable Retention Harvest

units (U1-U5) and two Right-of-Ways (U6-U7).

Timber Quality: Pollo Locho Sorts is well stocked and primarily a mix of medium diameter managed DF and WH. There are trace amounts of RA and SF in U1-U5 and U1 and U5 have a small secondary component of older timber (mostly WH w/some DF and SF). The smaller DF is nice and straight but has a fair amount of spike knots. DF is mostly Domestic logs scaled to 40' lengths with a some High Quality B. There also is a possibility of a small amount transmission poles being harvested. Most of this sales WH looks good. I observed very little root rot or insect damage, there is some old storm damage and a little- (bark slipping woodpecker damage in WH) SF and RA look Good. Hardwoods scaled to 30' preferred lengths.

Logging and Stand Conditions: Pollo Locho Sorts is light to moderately sloped and can most likely be 100% ground based shovel logged.

General Remarks:

Timber Sale Notice Volume (MBF)

				MBF Volume by Grade					
Sp	DBH	Rings/In	Age	All	Peeler	2 Saw	3 Saw	4 Saw	Utility
WH	20.7			3,078		2,166	762	111	39
DF	18.3	6.1		2,811	16	1,361	1,202	224	9
SF	26.4			34		28	4	1	
RA	15.4			32		8	12	12	
ALL	19.2	5.8		5,955	16	3,564	1,980	348	47

Timber Sale Notice Weight (tons)

	Tons by Grade					
Sp	All	Peeler	2 Saw	3 Saw	4 Saw	Utility
WH	24,909		16,176	7,191	1,201	340

	Tons by Grade							
Sp	All	Peeler	2 Saw	3 Saw	4 Saw	Utility		
DF	23,030	86	10,333	10,305	2,235	71		
RA	247		53	78	115			
SF	211		172	30	9			
ALL	48,396	86	26,734	17,605	3,560	410		

Timber Sale Overall Cruise Statistics (Cut + Leave Trees)

BA (sq ft/acre)			V-BAR SE (%)	Net Vol (bf/acre)	
243.6	2.9	156.3	1.4	38,374	3.2

Timber Sale Unit Cruise Design

Unit	Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
POLLO LOCHO SORTS U1	B1C: VR, 1 BAF (46.94) Measure/ Count Plots, Sighting Ht = 4.5 ft	45.0	47.6	43	21	1
POLLO LOCHO SORTS U2	B1C: VR, 1 BAF (54.44) Measure/ Count Plots, Sighting Ht = 4.5 ft	27.0	28.4	24	12	0
POLLO LOCHO SORTS U3	B1C: VR, 1 BAF (46.94) Measure/ Count Plots, Sighting Ht = 4.5 ft	17.0	18.2	18	9	0
POLLO LOCHO SORTS U4	B1C: VR, 1 BAF (40) Measure/ Count Plots, Sighting Ht = 4.5 ft	39.0	44.4	41	21	0
POLLO LOCHO SORTS U5	B1C: VR, 1 BAF (40) Measure/ Count Plots, Sighting Ht = 4.5 ft	26.0	28.4	26	14	0
POLLO LOCHO SORTS U6 ROW	FX: FR plots (20 tree / acre expansion)	1.0	0.5	3	3	0
POLLO LOCHO SORTS U7 ROW	FX: FR plots (20 tree / acre expansion)	1.5	1.5	4	4	0
All		156.5	168.8	159	84	1

Timber Sale Log Grade x Sort Summary

Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
DF	LIVE	2 SAW	Domestic	13.9	40	7,536	7,247	3.8	8,672.1	1,134.1
DF	LIVE	2 SAW	HQ-B	14.1	40	1,475	1,451	1.6	1,661.5	227.1
DF	LIVE	3 PEELER	Domestic	30.9	40	101	101	0.0	85.9	15.9
DF	LIVE	3 SAW	Domestic	8.9	40	7,083	6,756	4.6	9,213.8	1,057.3
DF	LIVE	3 SAW	HQ-B	9.6	40	876	868	0.9	1,030.9	135.8
DF	LIVE	3 SAW	Pole	10.4	40	53	53	0.0	60.2	8.3

Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
DF	LIVE	4 SAW	Domestic	5.4	33	1,458	1,418	2.8	2,215.0	221.9
DF	LIVE	4 SAW	Pole	5.3	35	13	13	0.0	20.1	2.0
DF	LIVE	CULL	Cull	6.0	5	191	0	100.0	0.0	0.0
DF	LIVE	UTILITY	Pulp	6.2	14	55	55	0.0	70.4	8.6
RA	LIVE	2 SAW	Domestic	13.9	30	53	52	1.8	53.2	8.1
RA	LIVE	3 SAW	Domestic	10.4	30	77	77	0.0	78.3	12.0
RA	LIVE	4 SAW	Domestic	6.7	32	79	78	1.8	115.1	12.2
RA	LIVE	CULL	Cull	5.7	9	3	0	100.0	0.0	0.0
SF	LIVE	2 SAW	Domestic	17.5	39	184	182	1.5	171.7	28.4
SF	LIVE	3 SAW	Domestic	10.7	36	28	28	0.0	30.4	4.3
SF	LIVE	4 SAW	Domestic	8.1	18	6	6	10.8	8.5	0.9
WH	LIVE	2 SAW	Domestic	15.7	40	14,376	13,842	3.7	16,175.9	2,166.2
WH	LIVE	3 SAW	Domestic	9.1	38	4,996	4,870	2.5	7,191.2	762.1
WH	LIVE	4 SAW	Domestic	6.0	29	732	708	3.3	1,201.4	110.8
WH	LIVE	CULL	Cull	7.2	6	325	0	100.0	0.0	0.0
WH	LIVE	UTILITY	Pulp	7.7	15	248	248	0.3	339.9	38.8

Timber Sale Log Sort x Diameter Bin Summary

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 7	LIVE	Pole	5.3	35	13	0.0	20.1	2.0
DF	5 - 7	LIVE	Domestic	5.9	34	3,002	3.6	4,687.6	469.9
DF	5 - 7	LIVE	Cull	6.0	5	0	100.0	0.0	0.0
DF	5 - 7	LIVE	Pulp	6.2	15	55	0.0	70.4	8.6
DF	8 - 11	LIVE	Cull	8.7	10	0	100.0	0.0	0.0
DF	8 - 11	LIVE	HQ-B	9.7	40	868	0.9	1,030.9	135.8
DF	8 - 11	LIVE	Domestic	10.1	39	5,146	4.7	6,711.0	805.3
DF	8 - 11	LIVE	Pole	10.4	40	53	0.0	60.2	8.3
DF	12 - 15	LIVE	Domestic	13.4	40	5,550	4.0	6,899.8	868.6
DF	12 - 15	LIVE	HQ-B	13.7	40	1,154	1.9	1,371.4	180.6
DF	12 - 15	LIVE	Cull	14.7	14	0	100.0	0.0	0.0
DF	16 - 19	LIVE	HQ-B	16.7	40	228	0.0	241.9	35.7
DF	16 - 19	LIVE	Domestic	16.9	40	1,525	3.7	1,623.2	238.6
DF	20+	LIVE	Domestic	23.1	40	299	0.0	265.1	46.8
DF	20+	LIVE	HQ-B	25.5	40	69	2.5	48.2	10.8
RA	5 - 7	LIVE	Domestic	5.6	32	41	3.4	58.0	6.4
RA	5 - 7	LIVE	Cull	5.7	9	0	100.0	0.0	0.0
RA	8 - 11	LIVE	Domestic	9.8	31	114	0.0	135.5	17.9

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
RA	12 - 15	LIVE	Domestic	12.6	30	24	0.0	26.5	3.7
RA	16 - 19	LIVE	Domestic	16.1	30	28	3.3	26.7	4.4
SF	5 - 7	LIVE	Domestic	7.4	19	4	0.0	4.8	0.6
SF	8 - 11	LIVE	Domestic	10.3	31	30	2.3	34.1	4.6
SF	12 - 15	LIVE	Domestic	13.6	36	14	6.0	18.1	2.2
SF	16 - 19	LIVE	Domestic	16.2	40	71	0.8	66.0	11.1
SF	20+	LIVE	Domestic	21.4	40	97	1.3	87.6	15.1
WH	5 - 7	LIVE	Cull	6.0	4	0	100.0	0.0	0.0
WH	5 - 7	LIVE	Domestic	6.2	33	1,574	2.4	2,730.4	246.3
WH	5 - 7	LIVE	Pulp	6.3	16	111	0.2	184.1	17.3
WH	8 - 11	LIVE	Cull	9.0	9	0	100.0	0.0	0.0
WH	8 - 11	LIVE	Pulp	9.1	14	32	1.8	54.4	5.0
WH	8 - 11	LIVE	Domestic	10.1	37	4,004	2.7	5,662.2	626.6
WH	12 - 15	LIVE	Cull	12.0	8	0	100.0	0.0	0.0
WH	12 - 15	LIVE	Pulp	13.6	15	51	0.0	56.0	8.0
WH	12 - 15	LIVE	Domestic	13.8	40	5,904	3.9	7,670.8	924.0
WH	16 - 19	LIVE	Domestic	17.7	40	5,060	3.2	5,609.5	791.8
WH	16 - 19	LIVE	Cull	17.9	16	0	100.0	0.0	0.0
WH	20+	LIVE	Pulp	21.6	12	54	0.0	45.5	8.5
WH	20+	LIVE	Domestic	22.5	40	2,878	4.3	2,895.6	450.4
WH	20+	LIVE	Cull	28.9	32	0	100.0	0.0	0.0

Cruise Unit Report POLLO LOCHO SORTS U1

Unit Sale Notice Volume (MBF): POLLO LOCHO SORTS U1

				MBF Volume by Grade							
Sp	DBH	Rings/In	Age	All	2 Saw	3 Saw	4 Saw	Utility			
WH	20.7			1,270	958	259	47	5			
DF	17.5	5.0		694	304	318	70	1			
SF	26.4			34	28	4	1				
ALL	19.2	5.0		1,997	1,291	582	118	6			

Unit Cruise Design: POLLO LOCHO SORTS U1

Design	Cruise	FMA	N	N Cruise	N Void
	Acres	Acres	Plots	Plots	Plots
B1C: VR, 1 BAF (46.94) Measure/Count Plots, Sighting Ht = 4.5 ft	45.0	47.6	43	21	1

Unit Cruise Summary: POLLO LOCHO SORTS U1

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
WH	64	136	3.2	0
DF	48	103	2.4	1
SF	3	3	0.1	0
ALL	115	242	5.6	1

Unit Cruise Statistics (Cut + Leave Trees): POLLO LOCHO SORTS U1

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
WH	148.5	91.5	14.0	190.0	22.5	2.8	28,212	94.3	14.2
DF	112.4	89.3	13.6	137.2	18.8	2.7	15,422	91.3	13.9
SF	3.3	484.1	73.8	228.2	11.8	6.8	747	484.2	74.1
ALL	264.2	32.0	4.9	168.0	27.0	2.5	44,381	41.8	5.5

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	ВА	RD	MBF Net
DF	LIVE	CUT	47	ALL	17.7	83	106	15,609	14,972	4.1	63.9	109.2	25.9	673.8
DF	LIVE	POLE	1	ALL	14.8	73	104	468	449	4.1	2.7	3.3	0.9	20.2

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	ВА	RD	MBF Net
SF	LIVE	CUT	3	ALL	26.4	102	132	759	747	1.6	0.9	3.3	0.6	33.6
WH	LIVE	CUT	64	ALL	20.7	87	112	29,661	28,212	4.9	63.5	148.5	32.6	1,269.5
ALL	LIVE	CUT	114	ALL	19.3	85	109	46,029	43,932	4.6	128.3	260.9	59.2	1,976.9
ALL	LIVE	POLE	1	ALL	14.8	73	104	468	449	4.1	2.7	3.3	0.9	20.2
ALL	ALL	ALL	115	ALL	19.2	85	109	46,497	44,381	4.6	131.0	264.2	60.1	1,997.1

Cruise Unit Report POLLO LOCHO SORTS U2

Unit Sale Notice Volume (MBF): POLLO LOCHO SORTS U2

				MBF Volume by Grade							
Sp	DBH	Rings/In	Age	All	2 Saw	3 Saw	4 Saw	Utility			
WH	21.7			552	369	144	18	21			
DF	19.4			515	306	178	31				
ALL	20.2			1,067	675	322	49	21			

Unit Cruise Design: POLLO LOCHO SORTS U2

Design	Cruise	FMA	N	N Cruise	N Void
	Acres	Acres	Plots	Plots	Plots
B1C: VR, 1 BAF (54.44) Measure/Count Plots, Sighting Ht = 4.5 ft	27.0	28.4	24	12	0

Unit Cruise Summary: POLLO LOCHO SORTS U2

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
WH	24	54	2.3	0
DF	35	59	2.5	0
ALL	59	113	4.7	0

Unit Cruise Statistics (Cut + Leave Trees): POLLO LOCHO SORTS U2

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
WH	122.5	126.6	25.8	166.9	31.4	6.4	20,446	130.4	26.6
DF	133.8	67.8	13.8	142.6	25.5	4.3	19,079	72.5	14.5
ALL	256.3	45.4	9.3	154.2	29.1	3.8	39,525	53.9	10.0

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	ВА	RD	MBF Net
DF	LIVE	CUT	34	ALL	19.4	82	105	19,276	18,755	2.7	64.1	131.6	29.9	506.4
DF	LIVE	POLE	1	ALL	20.0	74	93	332	323	2.7	1.0	2.3	0.5	8.7
WH	LIVE	CUT	24	ALL	21.7	92	115	21,569	20,446	5.2	47.7	122.5	26.3	552.0
ALL	LIVE	POLE	1	ALL	20.0	74	93	332	323	2.7	1.0	2.3	0.5	8.7
ALL	LIVE	CUT	58	ALL	20.4	86	109	40,844	39,201	4.0	111.8	254.1	56.2	1,058.4

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross		Defect %	TPA	BA	RD	MBF Net
ALL	ALL	ALL	59	ALL	20.4	86	109	41,177	39,525	4.0	112.8	256.3	56.7	1,067.2

Cruise Unit Report POLLO LOCHO SORTS U3

Unit Sale Notice Volume (MBF): POLLO LOCHO SORTS U3

				MBF Volume by Grade							
Sp	DBH	Rings/In	Age	All	2 Saw	3 Saw	4 Saw	Utility			
WH	17.1			323	156	140	22	5			
DF	18.3			262	106	131	23	2			
ALL	17.7			585	262	271	45	7			

Unit Cruise Design: POLLO LOCHO SORTS U3

Design	Cruise	FMA	N	N Cruise	N Void
	Acres	Acres	Plots	Plots	Plots
B1C: VR, 1 BAF (46.94) Measure/Count Plots, Sighting Ht = 4.5 ft	17.0	18.2	18	9	0

Unit Cruise Summary: POLLO LOCHO SORTS U3

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
WH	21	50	2.8	0
DF	22	44	2.4	0
ALL	43	94	5.2	0

Unit Cruise Statistics (Cut + Leave Trees): POLLO LOCHO SORTS U3

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
WH	130.4	78.6	18.5	145.7	28.3	6.2	19,003	83.6	19.5
DF	114.7	78.4	18.5	134.1	16.7	3.6	15,383	80.2	18.8
ALL	245.1	36.9	8.7	140.3	23.6	3.6	34,386	43.8	9.4

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	ВА	RD	MBF Net
DF	LIVE	CUT	21	ALL	18.4	80	104	15,432	15,034	2.6	60.7	112.1	26.1	255.6
DF	LIVE	POLE	1	ALL	16.0	82	104	359	350	2.6	1.9	2.6	0.7	5.9
WH	LIVE	CUT	21	ALL	17.1	71	89	19,398	19,003	2.0	81.8	130.4	31.5	323.1
ALL	LIVE	POLE	1	ALL	16.0	82	104	359	350	2.6	1.9	2.6	0.7	5.9
ALL	LIVE	CUT	42	ALL	17.7	75	95	34,830	34,037	2.3	142.5	242.5	57.7	578.6

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
ALL	ALL	ALL	43	ALL	17.6	75	95	35,189	34,386	2.3	144.4	245.1	58.3	584.6

Cruise Unit Report POLLO LOCHO SORTS U4

Unit Sale Notice Volume (MBF): POLLO LOCHO SORTS U4

				MBF Volume by Grade							
Sp	DBH	Rings/In	Age	All	2 Saw	3 Saw	4 Saw	Utility			
DF	17.8	7.0		883	386	420	76	2			
WH	19.5			437	271	144	18	5			
ALL	18.3	7.0		1,320	657	564	93	6			

Unit Cruise Design: POLLO LOCHO SORTS U4

Design	Cruise	FMA	N	N Cruise	N Void
	Acres	Acres	Plots	Plots	Plots
B1C: VR, 1 BAF (40) Measure/Count Plots, Sighting Ht = 4.5 ft	39.0	44.4	41	21	0

Unit Cruise Summary: POLLO LOCHO SORTS U4

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	84	169	4.1	1
WH	38	73	1.8	0
ALL	122	242	5.9	1

Unit Cruise Statistics (Cut + Leave Trees): POLLO LOCHO SORTS U4

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)		Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	164.9	42.1	6.6	139.0	17.4	1.9	22,917	45.6	6.8
WH	71.2	84.7	13.2	161.8	18.1	2.9	11,524	86.6	13.6
ALL	236.1	28.6	4.5	145.9	19.1	1.7	34,441	34.4	4.8

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	ВА	RD	MBF Net
DF	LIVE	CUT	80	ALL	18.0	84	109	23,625	22,104	6.4	90.0	159.0	37.5	862.0
DF	LIVE	POLE	4	ALL	14.1	86	110	580	542	6.4	3.6	3.9	1.0	21.2
WH	LIVE	CUT	38	ALL	19.5	86	109	11,821	11,208	5.2	33.4	69.3	15.7	437.1
ALL	LIVE	CUT	118	ALL	18.4	85	109	35,446	33,312	6.0	123.4	228.3	53.2	1,299.1
ALL	LIVE	POLE	4	ALL	14.1	86	110	580	542	6.4	3.6	3.9	1.0	21.2

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	ВА	RD	MBF Net
ALL	ALL	ALL	122	ALL	18.3	85	109	36,026	33,854	6.0	127.0	232.2	54.2	1,320.3

Cruise Unit Report POLLO LOCHO SORTS U5

Unit Sale Notice Volume (MBF): POLLO LOCHO SORTS U5

				MBF Volume by Grade							
Sp	DBH	Rings/In	Age	All	Peeler	2 Saw	3 Saw	4 Saw	Utility		
WH	22.8			495		412	75	5	3		
DF	19.6			449	16	259	154	17	4		
RA	15.4			32		8	12	12			
ALL	20.3			977	16	679	241	34	7		

Unit Cruise Design: POLLO LOCHO SORTS U5

Design	Cruise	FMA	N	N Cruise	N Void
	Acres	Acres	Plots	Plots	Plots
B1C: VR, 1 BAF (40) Measure/Count Plots, Sighting Ht = 4.5 ft	26.0	28.4	26	14	0

Unit Cruise Summary: POLLO LOCHO SORTS U5

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
WH	30	60	2.3	0
DF	30	74	2.8	1
RA	5	10	0.4	0
ALL	65	144	5.5	1

Unit Cruise Statistics (Cut + Leave Trees): POLLO LOCHO SORTS U5

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
WH	92.3	83.8	16.4	206.2	34.0	6.2	19,032	90.4	17.6
DF	113.8	80.5	15.8	153.9	26.0	4.7	17,518	84.6	16.5
RA	15.4	265.9	52.2	134.7	14.3	6.4	2,073	266.3	52.5
ALL	221.5	31.6	6.2	174.3	34.8	4.3	38,623	47.0	7.5

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	ВА	RD	MBF Net
DF	LIVE	CUT	29	ALL	19.7	88	112	17,525	16,571	5.4	50.9	107.7	24.3	430.8
DF	LIVE	POLE	1	ALL	19.1	89	113	751	710	5.4	2.3	4.6	1.1	18.5

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	ВА	RD	MBF Net
RA	LIVE	CUT	5	ALL	15.4	73	94	1,277	1,244	2.6	7.1	9.2	2.4	32.3
WH	LIVE	CUT	30	ALL	22.8	84	107	20,258	19,032	6.1	32.6	92.3	19.3	494.8
ALL	LIVE	CUT	64	ALL	20.6	85	108	39,061	36,847	5.7	90.6	209.2	45.9	958.0
ALL	LIVE	POLE	1	ALL	19.1	89	113	751	710	5.4	2.3	4.6	1.1	18.5
ALL	ALL	ALL	65	ALL	20.5	85	109	39,812	37,557	5.7	92.9	213.8	47.0	976.5

Cruise Unit Report POLLO LOCHO SORTS U6 ROW

Unit Sale Notice Volume (MBF): POLLO LOCHO SORTS U6 ROW

				MBF Volume by Grad				
Sp	DBH	Rings/In	Age	All	4 Saw			
DF	9.9			5	5			
WH	9.5			0	0			
ALL	9.9			5	5			

Unit Cruise Design: POLLO LOCHO SORTS U6 ROW

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
FX: FR plots (20 tree / acre expansion)	1.0	0.5	3	3	0

Unit Cruise Summary: POLLO LOCHO SORTS U6 ROW

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	20	25	8.3	0
WH	2	2	0.7	0
ALL	22	27	9.0	0

Unit Cruise Statistics (Cut + Leave Trees): POLLO LOCHO SORTS U6 ROW

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)		Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	89.7	56.9	32.8	50.2	16.7	3.7	4,507	59.2	33.0
WH	6.6	173.2	100.0	53.7	30.9	21.8	353	175.9	102.4
ALL	96.3	56.8	32.8	50.5	17.3	3.7	4,860	59.4	33.0

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	20	ALL	9.9	27	38	4,587	4,507	1.7	167.8	89.7	28.5	4.5
WH	LIVE	CUT	2	ALL	9.5	28	39	380	353	7.0	13.4	6.6	2.1	0.4
ALL	LIVE	CUT	22	ALL	9.9	27	38	4,967	4,860	2.1	181.2	96.3	30.6	4.9
ALL	ALL	ALL	22	ALL	9.9	27	38	4,967	4,860	2.1	181.2	96.3	30.6	4.9

Cruise Unit Report POLLO LOCHO SORTS U7 ROW

Unit Sale Notice Volume (MBF): POLLO LOCHO SORTS U7 ROW

				MBF Volume by Grad				
Sp	DBH	Rings/In	Age	All	4 Saw			
DF	10.1			3	3			
WH	8.9			1	1			
ALL	9.8			4	4			

Unit Cruise Design: POLLO LOCHO SORTS U7 ROW

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
FX: FR plots (20 tree / acre expansion)	1.5	1.5	4	4	0

Unit Cruise Summary: POLLO LOCHO SORTS U7 ROW

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	16	16	4.0	0
WH	6	6	1.5	0
ALL	22	22	5.5	0

Unit Cruise Statistics (Cut + Leave Trees): POLLO LOCHO SORTS U7 ROW

Sp	BA (sq ft/acre)	BA CV (%)			V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	44.8	109.2	54.6	50.5	21.1	5.3	2,265	111.2	54.9
WH	13.0	88.5	44.3	51.3	11.8	4.8	665	89.3	44.5
ALL	57.8	71.5	35.7	50.7	18.8	4.0	2,930	73.9	36.0

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	16	ALL	10.1	28	38	2,300	2,265	1.5	80.6	44.8	14.1	3.4
WH	LIVE	CUT	6	ALL	8.9	22	27	680	665	2.2	30.0	13.0	4.3	1.0
ALL	LIVE	CUT	22	ALL	9.8	27	35	2,980	2,930	1.7	110.6	57.8	18.5	4.4
ALL	ALL	ALL	22	ALL	9.8	27	35	2,980	2,930	1.7	110.6	57.8	18.5	4.4



Forest

			FPA/N No:	2941313	
			Effective Date:	4/21/2023	
OF MAI	TURAL		Expiration Date:	4/21/2026	
Forest Practices Application/Notification Notice of Decision			hut Down Zone:	651S;.	
Notice of	Decision		ARR Tax Credit:	■ Eligible	☐ Non-eligible
			Reference:	Pollo Locho S	orts
Decision				30-104586	
☐ Notification Accepted	Operations shall	I not begin before the	effective date.		
■ Approved	This Forest Prac	ctices Application is s	ubject to the cond	litions listed belo	ow.
☐ Disapproved		ctices Application is d			
☐ Withdrawn		ithdrawn the Forest P			
☐ Closed		es obligations are me			
FPA/N Classification			Number of Ves	ire Grantad on	Mulai Vaaa D
☐ Class III ■ Class III	☐ Class IVG	☐ Class IVS		□ 5 years	Multi-Year Request
Conditions on Approval/Re	asons for Disap	proval			
No additional conditions.					

Conditions on Approval/Reason	ons for Disapproval
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Issued By: Brian	n Wesemann	Region: Pacific Cascade Region
Title: Forest Pra	ctices Forester	Date: 4/21/2023
Copies to:	☐ Landowner, Tim	ber Owner and Operator
Issued in person:	■ LO ■TO ■ OP	By: 14/21/2023
2023 January – FPA/N	Notice of Decision	Page 1 of 2

Appeal Information

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

You must file your appeal at all three addresses below:

Pollution Control Hearings Board	Office of the Attorney General Natural Resources Division	Department Of Natural Resources Pacific Cascade Region
Physical Address 1111 Israel Road, SW Suite 301 Tumwater, WA 98501	Physical Address 1125 Washington Street, SE Olympia, WA 98504	Physical Address 601 Bond Rd Castle Rock WA 98611
Mailing address Post Office Box 40903 Olympia, WA 98504-0903	Mailing Address Post Office Box 40100 Olympia, WA 98504-0100	Mailing Address Post Office Box 280 Castle Rock, WA 98611-0280

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

Other Applicable Laws

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

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

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

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

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

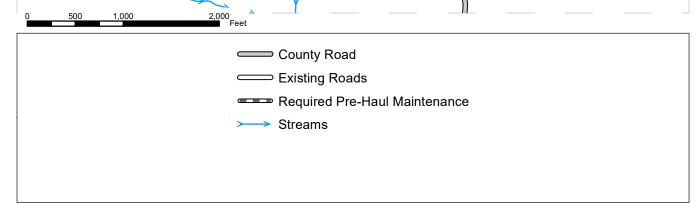
Before the sale or transfer of land or perpetual timber rights subject to continuing forest and obligations, the seller must notify the buyer of such an obligation on a form titled "Notice of Continuing Forest Land Obligation". The seller and buyer must both sign the "Notice of Continuing Forest Land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

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

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

	DNR Declara	ation of Mailing				
I, Tolund Tolund Tolund, caused the Notice of Decision for FPA/N No. Enter FPA/N No. to be placed in the United States mail at Castle Rock, WA, postage paid. I declare under penalty of perjury of the laws of the State of Washington, that the foregoing is true and correct.						
(Date)	Castle Rock, WA (City & State where signed)		(Signature)			

ROAD PLAN MAP REGION: Pacific Ca COUNTY(S): Wahkiaku ELEVATION RGE: 600-1120 POLLO LOCHO SORTS SALE NAME: Pacific Cascade Region AGREEMENT#: 30-104586 Wahkiakum TOWNSHIP(S): T9R5W TRUST(S): Capitol Grant (7), Scientific School (10) E.5100 19+18 of E-5000 =0+00 ofE-5100 E-5100 Beaver Creek Rd 0+00 of E-5000



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SALE NAME: POLLO LOCHO SORTS

AGREEMENT#: 30-104586

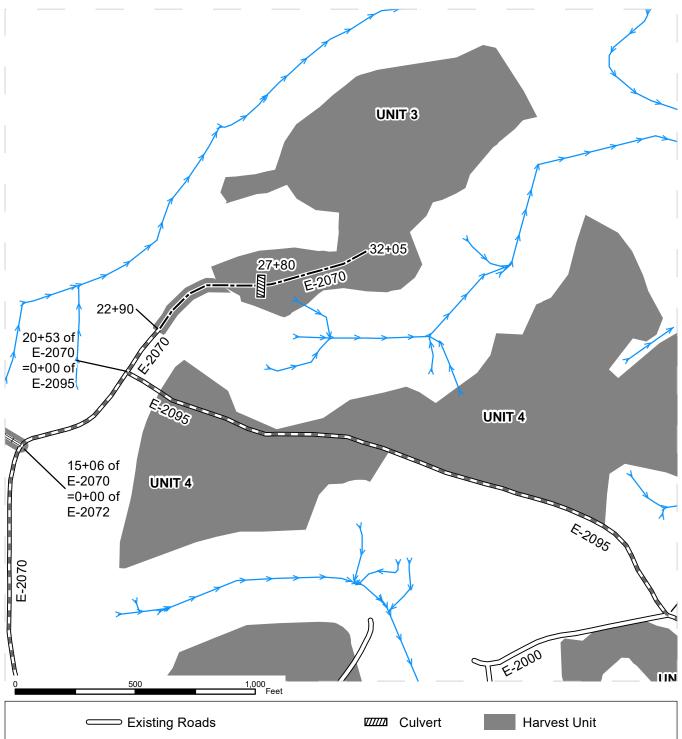
TOWNSHIP(S): T9R5W

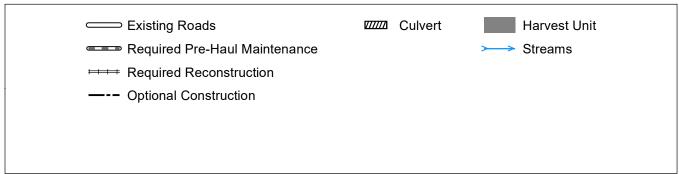
Capitol Grant (7), Scientific School (10)

REGION: Pacific Cascade Region Wahkiakum

COUNTY(S): Wahkiakum

ELEVATION RGE: 600-1120





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STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES

POLLO LOCHO SORTS TIMBER SALE ROAD PLAN WAKIAKUM COUNTY ST HELENS DISTRICT PACIFIC CASCADE REGION

AGREEMENT NO.: 30-104586 STAFF ENGINEER: BRETT WALLACHY

DRAWN & COMPILED BY: ALICIA COMPTON

SECTION 0 – SCOPE OF PROJECT

0-1 ROAD PLAN SCOPE

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

0-2 REQUIRED ROADS

The specified work on the following roads is required.

Road	<u>Stations</u>	<u>Type</u>
E-2000	0+00 to 34+41	Pre-haul maintenance
E-2000	69+34 to 124+55	Pre-haul maintenance
E-2070	0+00 to 22+90	Pre-haul maintenance
E-2072	0+00 to 5+70	Reconstruction
E-2072	5+70 to 10+20	Construction
E-2095	0+00 to 25+72	Pre-haul maintenance
E-2900	0+00 to 34+09	Pre-haul maintenance
E-2920	0+00 to 15+76	Pre-haul maintenance
E-5000	0+00 to 131+85	Pre-haul maintenance
E-5000N	0+00 to 3+74	Pre-haul maintenance
E-5100	0+00 to 86+95	Pre-haul maintenance

0-3 OPTIONAL ROADS

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

Road	<u>Stations</u>	<u>Type</u>
E-2000	124+55 to 132+11	Reconstruction
E-2000E	0+00 to 5+50	Construction
E-2070	22+90 to 32+05	Construction

0-4 CONSTRUCTION

Construction includes, but is not limited to: clearing and grubbing; excavation and embankment; landing, turnaround, and ditch construction; acquisition and installation of drainage structures; shaping and compaction; manufacture and application of rock; acquisition and application of erosion control.

0-5 RECONSTRUCTION

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

Road	<u>Stations</u>	<u>Requirements</u>
E-2000	124+55 to 132+11	Clearing and grubbing, widening the road prism, culverts, shaping and compaction, rock, erosion control
E-2072	0+00 to 5+70	Clearing and grubbing, widening the road prism, culverts, shaping and compaction, rock, erosion control

0-6 PRE-HAUL MAINTENANCE

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

Road	<u>Stations</u>	<u>Requirements</u>
E-2000	0+00 to 34+41	Maintenance grading and rock
E-2000	69+34 to 124+55	
E-2070	0+00 to 22+90	
E-2095	0+00 to 25+72	
E-2900	0+00 to 34+09	
E-2920	0+00 to 15+76	
E-5000	0+00 to 131+85	
E-5000N	0+00 to 3+74	
E-5100	0+00 to 86+95	

0-10 ABANDONMENT

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

0-12 DEVELOP ROCK SOURCE

Contractor may develop an existing rock source. Rock source development will involve mining the pit floor and then backfilling with overburden from the top of the pit face. Work for developing rock sources is listed in Section 6 ROCK AND SURFACING.

SECTION 1 – GENERAL

1-1 ROAD PLAN CHANGES

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

1-2 NON-COMPLIANCE WITH STATE ROAD PLAN

Quantities established in this road plan are minimum acceptable values. Additional quantities required by the state due to non-compliance or the Contractor's choice of construction techniques will be at the Contractor's expense.

1-3 ROAD DIMENSIONS

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

1-4 ROAD TOLERANCES

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

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

1-6 ORDER OF PRECEDENCE

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

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

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

1-7 TEMPORARY ROAD CLOSURE

Contractor shall notify the Contract Administrator a minimum of 3 business days before the closure of any road. Construction may not close the following roads.

<u>Road</u> E-5000

1-8 REPAIR OR REPLACEMENT OF DAMAGED MATERIALS

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

1-9 DAMAGED METALLIC COATING

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

1-15 ROAD MARKING

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

Stakes, orange ribbon, orange paint, aluminum tags

1-18 REFERENCE POINT DAMAGE

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

1-21 HAUL APPROVAL

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

1-22 WORK NOTIFICATIONS

Contractor shall notify the Contract Administrator a minimum of 3 business days before work begins.

POLLO LOCHO SORTS

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1-23 ROAD WORK PHASE APPROVAL

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

- Maintenance grading
- Subgrade construction and reconstruction
- Culvert installations
- Shaping & compaction
- Rock application & compaction
- Post-construction and reconstruction erosion control application
- Abandonment
- Post-abandonment erosion control application

1-25 ACTIVITY TIMING RESTRICTION

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

<u>Activity</u>	<u>Closure Period</u>
Road construction and reconstruction	October 1 to April 30
Fish stream work	Weekends and State recognized holidays. Refer to the FPA APPROVAL for the permitted work season.

1-26 OPERATING DURING CLOSURE PERIOD

If permission is granted to operate during a closure period listed in Clause 1-25 ACTIVITY TIMING RESTRICTION, Contractor shall provide a maintenance plan to include further protection of state resources. Contractor 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. Contractor is required to maintain all haul roads at their own expense.

1-29 SEDIMENT RESTRICTION

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

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1-30 CLOSURE TO PREVENT DAMAGE

In accordance with Contract Clause G-220.1 STATE SUSPENDS OPERATION, the Contract Administrator will suspend road work or hauling right-of-way timber, forest products, or rock under the following conditions:

- Wheel track rutting exceeds 6 inches on jaw and pit run roads.
- Wheel track rutting exceeds 4 inches on crushed rock roads.
- Wheel track rutting exceeds 8 inches on native surface roads.
- Surface or base stability problems persist.
- Weather is such that satisfactory results cannot be obtained in an area of operations.
- When, in the opinion of the Contract Administrator excessive road damage or rutting may occur.

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

1-33 SNOW PLOWING RESTRICTION

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

1-40 ROAD APPROACHES TO COUNTY ROADS AND STATE HIGHWAYS

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

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

1-43 ROAD WORK AROUND UTILITIES

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

Road	<u>Stations</u>	<u>Utility</u>	Utility Contact
E-5000	0+00 to 10+00	Overhead and/or underground	811

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SECTION 2 – MAINTENANCE

2-1 GENERAL ROAD MAINTENANCE

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

2-2 ROAD MAINTENANCE – CONTRACTOR MAINTENANCE

Contractor shall perform maintenance on roads listed in Contract Clause C-050.1 CONTRACTOR ROAD MAINTENANCE AND REPAIR in accordance with FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS.

2-3 ROAD MAINTENANCE – DESIGNATED MAINTAINER

Contractor may be required to perform maintenance on roads listed in Contract Clause C-060.1 DESIGNATED ROAD MAINTAINER as directed by the Contract Administrator. Contractor shall maintain roads in accordance with FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS.

2-4 PASSAGE OF LIGHT VEHICLES

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

2-5 MAINTENANCE GRADING – EXISTING ROAD

On the following road(s), Contractor shall use a grader to shape the existing surface before rock application. Contractor shall accomplish all grading using a motor grader.

Road	<u>Stations</u>	<u>Requirements</u>
E-2000	0+00 to 34+41	Grade, shape, apply specified rock, compact
E-2000	69+34 to 124+55	
E-2070	0+00 to 22+90	
E-2095	0+00 to 25+72	
E-2900	0+00 to 34+09	
E-2920	0+00 to 15+76	
E-5000	0+00 to 131+85	
E-5000N	0+00 to 3+74	
E-5100	0+00 to 86+95	

SECTION 3 – CLEARING, GRUBBING, AND DISPOSAL

3-5 CLEARING

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

3-8 PROHIBITED DECKING AREAS

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

- Within the grubbing limits.
- Within 25 feet of any stream.
- In locations that interfere with the construction of the road prism.
- In locations that impede drainage.
- On slopes greater than 45%.
- Against standing trees.

3-10 GRUBBING

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

3-12 STUMP PLACEMENT

Contractor shall place grubbed stumps outside of the grubbing limits, on the downhill side of the road, as directed by the Contract Administrator, and in compliance with all other clauses in this road plan.

3-14 STUMPS WITHIN DESIGNATED WASTE AREAS

Contractor is not required to remove stumps within waste areas if they are cut flush with the ground.

3-20 ORGANIC DEBRIS DEFINITION

Organic debris is defined as all components of a tree that remain as by-products after the manufacture of logs, including but not limited to tree tops, branches, limbs, needles, leaves, and stumps that are larger than one cubic foot in volume.

3-21 DISPOSAL COMPLETION

Contractor shall remove organic debris from the road surface, ditchlines, and culvert inlets and outlets. Contractor shall complete all disposal of organic debris, before timber haul.

POLLO LOCHO SORTS

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3-23 PROHIBITED DISPOSAL AREAS

Contractor shall not place organic debris in the following areas:

- Within 25 feet of a cross drain culvert.
- Within 50 feet of a live stream, or wetland.
- On road subgrades, or excavation and embankment slopes.
- On slopes greater than 45%.
- Within the operational area for cable landings where debris may shift or roll.
- On locations where brush can fall into the ditch or onto the road surface.
- Against standing timber.
- On the uphill side of the road.

3-24 BURYING ORGANIC DEBRIS RESTRICTED

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

3-25 SCATTERING ORGANIC DEBRIS

Contractor shall scatter organic debris outside of the grubbing limits on the downhill side of the road, unless otherwise detailed in this road plan, or as directed by the Contract Administrator.

3-30 EXCLUSION OF DOZER BLADES

Contractor shall not use dozer blades for the piling of organic debris.

SECTION 4 - EXCAVATION

4-2 PIONEERING

Pioneering may not extend past construction that will be completed during the current construction season. In addition, the following actions must be taken as pioneering progresses:

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

4-3 ROAD GRADE AND ALIGNMENT STANDARDS

Contractor shall follow these standards for road grade and alignment:

- Grade and alignment must have smooth continuity, without abrupt changes in direction.
- Maximum grades may not exceed 18 percent favorable and 12 percent adverse.
- Minimum curve radius is 60 feet at centerline.
- Maximum grade change for sag vertical curves is 12% in 100 feet.
- Maximum grade change for crest vertical curves is 8% in 100 feet.

POLLO LOCHO SORTS 30-104586 MODIFIED

4-5 CUT SLOPE RATIO

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

	<u>Excavation</u>	Excavation Slope
Material Type	Slope Ratio	<u>Percent</u>
Common Earth	1:1	100
Fractured or loose rock	1/2:1	200
Hardpan or solid rock	½:1	400

4-6 EMBANKMENT SLOPE RATIO

Contractor shall construct embankment slopes no steeper than shown on the following table:

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

4-7 SHAPING CUT AND FILL SLOPE

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

4-8 CURVE WIDENING

The minimum widening placed on the inside of curves is:

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

4-9 EMBANKMENT WIDENING

The minimum embankment widening is:

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

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

4-10 WIDEN THE EXISTING SUBGRADE

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

Road	<u>Stations</u>
E-2000	124+55 to 132+11
E-2072	0+00 to 5+70

4-25 DITCH CONSTRUCTION AND RECONSTRUCTION

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

4-28 DITCH DRAINAGE

Ditches must drain to cross-drain culverts or ditchouts.

4-29 DITCHOUTS

Contractor shall construct ditchouts as identified on the CULVERT LIST, as needed, and as directed by the Contract Administrator. Ditchouts must be constructed in a manner that diverts ditch water onto the forest floor and must have excavation backslopes no steeper than a 1:1 ratio.

4-35 WASTE MATERIAL DEFINITION

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

4-38 PROHIBITED WASTE DISPOSAL AREAS

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

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

4-48 NATIVE MATERIAL

Native material consists of naturally occurring material that is free of organic debris, trash, and rocks greater than 4 inches in any dimension.

4-55 ROAD SHAPING

Contractor shall shape the subgrade and surface as shown on the TYPICAL SECTION SHEET. The subgrade and surface shape must ensure runoff in an even, un-concentrated manner, and must be uniform, firm, and rut-free. Contractor shall accomplish all shaping using a motor grader.

4-56 DRY WEATHER SHAPING

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

4-60 FILL COMPACTION

Contractor shall compact all embankment and waste material in accordance with the COMPACTION LIST by routing equipment over the entire width of each lift.

4-61 SUBGRADE COMPACTION

Contractor shall compact constructed and reconstructed subgrades in accordance with the COMPACTION LIST by routing equipment over the entire width. Contractor shall obtain written approval from the Contract Administrator for subgrade compaction before rock application.

4-62 DRY WEATHER COMPACTION

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

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4-63 EXISTING SURFACE COMPACTION

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

SECTION 5 – DRAINAGE

5-1 REMOVAL OF SHOULDER BERMS

Contractor shall remove berms from road shoulders. The construction of ditchouts is required where ponding could result from the effects of sidecast debris.

5-5 CULVERTS

Contractor shall install culverts as part of this contract. Culverts must be installed concurrently with subgrade work and must be installed before subgrade compaction and rock application. Culvert locations and the minimum requirements for culvert length and diameter are designated on the CULVERT LIST. Culvert, downspout, and flume lengths may be adjusted to fit as-built conditions and may not terminate directly on unprotected soil. Culverts must be new material and meet the specifications in Clauses 10-15 through 10-24.

5-6 CULVERT TYPE

Contractor shall install culverts made of plastic in accordance with Clauses 10-15 through 10-24

5-10 CULVERT MARKER INSTALLATION

At all new culverts, Contractor shall provide and install culvert markers at the inlet and outlet in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL.

5-12 UNUSED MATERIALS STATE PROPERTY

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

5-15 CULVERT INSTALLATION

Culvert installation must be in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL. Culverts shall be banded using lengths of no less than 10 feet, and no more than one length less than 20 feet. Shorter section of banded culvert shall be installed at the inlet end.

5-17 CROSS DRAIN SKEW AND SLOPE

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

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5-18 CULVERT DEPTH OF COVER

All culverts must be installed with a depth of cover of not less than 1 foot of compacted subgrade over the top of the culvert at the shallowest point.

5-20 ENERGY DISSIPATERS

Purchaser shall install energy dissipaters in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL at all culverts on the CULVERT LIST that specify the placement of rock at the outlet. Energy dissipater installation is subject to approval by the Contract Administrator.

The type of energy dissipater and the amount of material must be consistent with the specifications listed on the CULVERT LIST.

5-25 CATCH BASINS

Contractor shall construct catch basins in accordance with CULVERT AND DRAINAGE SPECIFICATION DETAIL.

5-26 HEADWALLS FOR CROSS DRAIN CULVERTS

Purchaser shall construct headwalls in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL at all cross drain culverts on the CULVERT LIST that specify the placement of rock at the inlet. Rock may not restrict the flow of water into culvert inlets or catch basins. The type and quantity of rock used for headwalls shall be as specified on the CULVERT LIST.

5-27 ARMORING FOR STREAM CROSSING CULVERTS

Purchaser shall place inlet armor in conjunction with or immediately following construction of the embankment at culverts designated as stream crossings on the CULVERT LIST. The type of armor and the amount of material must be consistent with the specifications listed on the CULVERT LIST. Rock must be placed around culvert inlet. Rock may not restrict the flow of water into culvert inlets. Armor installation is subject to approval by the Contract Administrator.

5-33 NATIVE SURFACE ROADS

If overwintered, native surface roads must be waterbarred by November 1. Contractor shall construct waterbars according to the attached NON-DRIVABLE WATERBAR DETAIL 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 100 feet.

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SECTION 6 – ROCK AND SURFACING

6-2 ROCK SOURCE ON STATE LAND

Rock used in accordance with the quantities on the ROCK LIST may be obtained from the following source(s) on state land at no charge to the Contractor. Contractor shall obtain written approval from the Contract Administrator for the use of material from any other source. If other operators are using, or desire to use the rock source(s), a joint operating plan must be developed. All parties shall follow this plan. Contractor shall notify the Contract Administrator a minimum of 3 business days before starting any operations in the listed locations.

<u>Source</u>	<u>Location</u>
Gung Ho Pit	S36 T9N R5W

6-3 ROCK SOURCE STATE LAND, EXISTING STOCKPILE

Rock used in accordance with the quantities on the ROCK LIST may be obtained from the following existing stockpile(s) on state land at no charge to the Contractor. Contractor shall not remove additional yardage without prior written approval from the Contract Administrator. Other stockpiles may not be used without prior written approval from the Contract Administrator.

<u>Source</u>	<u>Location</u>	Rock Type
Gung Ho Stockpile	S36 T9N R5W	STOCKPILED CRUSHED ROCK
Beavalo Stockpile	S27 T9N R5W	
E-7500 Stockpile	S1 T9N R5W	

6-5 ROCK FROM COMMERCIAL SOURCE

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

6-10 ROCK SOURCE DEVELOPMENT PLAN BY STATE

Contractor shall conduct rock source development and use at the following sources, in accordance with the written ROCK SOURCE DEVELOPMENT PLAN prepared by the state and included in this road plan. Upon completion of operations, the rock source must be left in the condition specified in the ROCK SOURCE DEVELOPMENT PLAN, and approved in writing by the Contract Administrator. Contractor shall notify the Contract Administrator a minimum of 3 business days before starting any operations in the rock source.

<u>Source</u>	Rock Type
Gung Ho Pit	4-INCH JAW RUN ROCK

6-23 ROCK GRADATION TYPES

Contractor shall manufacture rock in accordance with the types and amounts listed in the ROCK LIST. Rock must meet the following specifications for gradation and uniform quality when placed in hauling vehicles. The exact point of evaluation for conformance to specifications will be determined by the Contract Administrator. Contractor shall provide a sieve analysis upon request from the Contract Administrator.

6-37 4-INCH JAW RUN ROCK

% Passing 4" square sieve 95%

% Passing U.S. #40 sieve 16% maximum % Passing U.S. #200 sieve 5% maximum

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

6-55 ROCK APPLICATION MEASURED BY COMPACTED DEPTH

Measurement of specified rock depths, are defined as the compacted depth(s) using the compaction methods required in this road plan. Estimated quantities specified in the ROCK LIST are loose yards. Contractor shall apply adequate amounts of rock to meet the specified rock depths. Specified rock depths are minimum requirements and are not subject to reduction. Unless otherwise stated in Clause 6-75 OPTIONAL ROCK EXCEPTION.

6-56 ROCK MEASURMENT BY TRUCK VOLUME

Measurement of Spot Rock, Turnaround, Landing, and Culvert rock is on a cubic yard truck measure basis. Contractor shall measure each truck box before rock hauling. An average of such volumes for each truck will be used to tally the volume hauled. The Contract Administrator may periodically require that a load be flattened off and its volume calculated. Contractor shall maintain load tally sheets for each truck and shall give them to the Contract Administrator on a weekly basis during rocking operations.

6-70 APPROVAL BEFORE ROCK APPLICATION

Contractor shall obtain written approval from the Contract Administrator for shaping and compaction before rock application.

6-71 ROCK APPLICATION

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

6-73 ROCK FOR WIDENED PORTIONS

Contractor shall apply rock to turnarounds, turnouts, and areas with curve widening to the same depth and specifications as the traveled way.

6-75 OPTIONAL ROCK EXCEPTION

On the following roads, if hauling takes place from May 1 to September 30 Contractor may provide and place less rock than shown on the ROCK LIST, when approved in writing by the Contract Administrator.

If less rock is applied, Contractor shall submit a written plan, for approval, describing how these roads will be constructed, used, maintained, and treated post-haul. Contractor shall meet post-haul specifications in Section 9 POST-HAUL ROAD WORK, the FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS, or other conditions of the approved plan.

Road	<u>Stations</u>
E-2000	124+55 to 132+11
E-2000E	0+00 to 5+50
E-2070	22+90 to 32+05

6-76 DRY WEATHER ROCK COMPACTION

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

SECTION 7 – STRUCTURES

7-6 STREAM CROSSING INSTALLATION

Contractor shall install stream crossing structures in accordance with the FPA APPROVAL, LIVE STREAM CULVERT INSTALLATION PROCEDURE, CULVERT AND DRAINAGE SPECIFICATION DETAIL, and any other requirements in this road plan.

SECTION 8 – EROSION CONTROL

8-2 PROTECTION FOR EXPOSED SOIL

Contractor shall provide and evenly spread a 4-inch layer of straw to all exposed soils within 50 feet of a stream or wetland.

8-15 REVEGETATION

On the following road(s), Contractor shall spread grass seed on all exposed soils resulting from road work activities. Other methods of covering must be approved in writing by the Contract Administrator. Required seed not spread by the termination of this contract will become the property of the state.

Road	Location	Qty (lbs)*	<u>Type</u>
E-2000	124+55 to 132+11	21	Reconstruction
E-2000	1+56 to 34+41	113	Abandonment
E-2000E	0+00 to 5+50	15	Construction
E-2070	22+90 to 32+05	46	Construction
E-2072	0+00 to 5+70	29	Reconstruction
E-2072	5+70 to 10+20	23	Construction

^{*}Quantities are estimates only. Actual quantities may vary and are the responsibility of the Contractor.

8-16 REVEGETATION SUPPLY

The Contractor shall provide the grass seed.

8-17 REVEGETATION TIMING

Contractor shall revegetate during the first available opportunity after road work is completed.

8-25 GRASS SEED

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

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

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

SECTION 9 – POST-HAUL ROAD WORK

9-2 CULVERT REMOVAL FROM LIVE STREAM

On the following road(s), Contractor shall remove existing culverts from live streams and leave the resulting channel open. Place excavated material adjacent to the excavation as approved in writing designated by the Contract Administrator. Culvert removal from live streams must be in accordance with the FPA APPROVAL, E-2000 CULVERT REMOVAL DETAILS, LIVE STREAM CULVERT REMOVAL PROCEDURE, and any other requirements in this road plan.

<u>Road</u>	<u>Stations</u>
E-2000	6+84
	21+81
	23+76

9-3 CULVERT MATERIAL REMOVED FROM STATE LAND

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

9-5 POST-HAUL MAINTENANCE

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

9-10 LANDING DRAINAGE

Contractor shall provide for drainage of the landing surface.

9-21 ROAD ABANDONMENT

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

Road	<u>Stations</u>
E-2000	1+56 to 34+41

9-22 ABANDONMENT

- Rip the surface to a minimum depth of 10 inches.
- Construct non-drivable waterbars according to the attached NON-DRIVABLE WATERBAR DETAIL at a maximum spacing that will produce a vertical drop of no more than 10 feet between waterbars or between natural drainage paths and with a maximum spacing of 100 feet, or as marked in the field.
- Skew waterbars at least 30 degrees from perpendicular to the road centerline on roads in excess of 3 percent grade.
- Key waterbars into the cut-slope to intercept the ditch. Waterbars must be outsloped to provide positive drainage. Outlets must be on stable locations.
- Block roads with earthen barricades in accordance with the attached EARTHEN BARRICADE DETAIL.
- Remove culverts.
- Remove ditch cross drain culverts and leave the resulting trench open.
- Slope all trench walls and approach embankments no steeper than 1:1.
- Apply grass seed concurrently with abandonment and in accordance with Section 8 EROSION CONTROL.
- Cover, concurrently with abandonment, all exposed soils within 50 feet of any live stream, with a 4-inch deep layer of straw.

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SECTION 10 MATERIALS

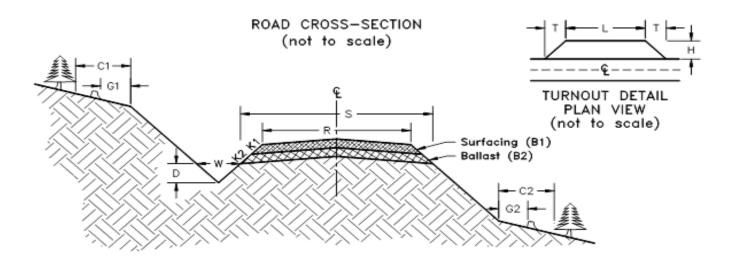
10-17 CORRUGATED PLASTIC CULVERT

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

10-22 PLASTIC BAND

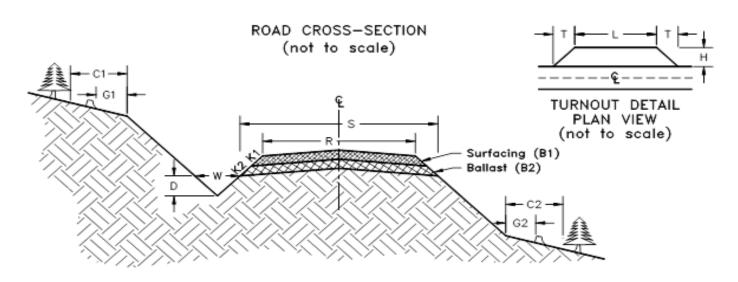
Plastic coupling and end bands must meet the AASHTO specification designated for the culvert. Only fittings supplied or recommended by the culvert manufacturer may be used. Couplings must be split coupling band. Split coupling bands must have a minimum of four corrugations, two on each side of the pipe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

TYPICAL SECTION SHEET



				Width	Width (ft)		n (ft)		Grubbing		Clea	ring
Road	<u>From</u>	<u>To</u>	<u>Tolerance</u>	<u>Subgrade</u>	Road	Width	Width Depth		Limits (ft)		Limits (ft)	
<u>Name</u>	<u>Station</u>	<u>Station</u>	<u>Class</u>	<u>S</u>	<u>R</u>	<u>W</u>	<u>D</u>	<u>Crown (%)</u>	<u>G1</u>	<u>G2</u>	<u>C1</u>	<u>C2</u>
E-2000	0+00	34+41	Α	-	12	-	-	4	-	-	-	-
E-2000	69+34	124+55	Α	-	12	-	-	4	-	-	-	-
E-2000	124+55	132+11	В	16	12	3	1	4	5	5	10	10
E-2000E	0+00	5+50	С	16	12	3	1	4	5	5	10	10
E-2070	0+00	22+90	Α	-	12	-	-	4	-	-	-	-
E-2070	22+90	32+05	С	16	12	3	1	4	5	5	10	10
E-2072	0+00	5+70	В	16	12	3	1	4	5	5	10	10
E-2072	5+70	10+20	С	16	12	3	1	4	5	5	10	10
E-2095	0+00	25+72	Α	-	12	-	-	4	-	-	-	-
E-2900	0+00	34+09	Α	-	12	-	-	4	-	-	-	-
E-2920	0+00	15+76	Α	-	12	-	-	4	-	-	-	-
E-5000	0+00	131+85	Α	-	12	-	-	4	-	-	-	-
E-5000N	0+00	3+74	Α	-	12	-	-	4	-	-	-	-
E-5100	0+00	86+95	Α	-	12	-	-	4	-	-	-	-

ROCK LIST (Page 1 of 2)



STOCKPILED CRUSHED ROCK

				Compacted				<u>Rock</u>			
				<u>Rock</u>	CY/	No.	<u>CY</u>	<u>Source</u>	Tu	Turnout (ft)	
<u>Road</u>		<u>From</u>	<u>To</u>	Depth (in)	<u>Station</u>	<u>Stations</u>	<u>Subtotal</u>	Stockpile	<u>L</u>	<u>H</u>	<u></u>
E-2000	-	0+00	34+41	Sp	ot Rock		58				
E-2000	-	69+34	124+55	Sp	ot Rock		93				
E-2070	-	0+00	22+90	Sp	ot Rock		39				
E-2095	-	0+00	25+72	Sp	Spot Rock						
E-2900	-	0+00	34+09	Sp	ot Rock		58				
E-2920	-	0+00	15+76	Sp	ot Rock		27				
E-5000	-	0+00	131+85	Sp	ot Rock		223				
E-5000N	-	0+00	3+74	Spot Rock			6				
E-5100	-	0+00	86+95	Spot Rock			147				

REQUIRED STOCKPILED CRUSHED ROCK TOTAL 695 Cubic Yards

ROCK LIST (Page 2 of 2)

4-INCH JAW RUN ROCK

				<u>Compacted</u>				<u>Rock</u>			
				<u>Rock</u>	CY/	No.	<u>CY</u>	<u>Source</u>	Tui	rnout	(ft)
<u>Road</u>		<u>From</u>	<u>To</u>	Depth (in)	<u>Station</u>	<u>Stations</u>	<u>Subtotal</u>	Gung Ho Pit	<u>L</u>	<u>H</u>	<u>T</u>
E-2000	*	124+55	132+11	18	98	7.56	737				
E-2000	*	Turnaround	131+11	-	-	-	63				
E-2000	*	Landing	132+11	-	-	-	95				
E-2000	*	Culvert	-	-	-	-	12				
E-2000E	*	0+00	5+50	24	130	5.50	715				
E-2000E	*	Turnaround	4+50	-	-	-	83				
E-2000E	*	Landing	5+50	-	-	-	126				
E-2000E	*	Culvert	-	-	-	-	2				
E-2070	*	22+90	32+05	24	130	9.15	1,190				
E-2070	*	Turnaround	26+90	-	-	-	83				
E-2070	*	Landing	32+05	-	-	-	126				
E-2070	*	Culvert	-	-	-	-	2				
E-2072	-	0+00	5+70	18	98	5.70	556				
E-2072	-	5+70	10+20	24	130	4.50	585				
E-2072	-	Culvert	-	-	-	-	2				

OPTIONAL 4-INCH JAW RUN ROCK TOTAL 3233 Cubic Yards
REQUIRED 4-INCH JAW RUN ROCK TOTAL 1143 Cubic Yards
4-INCH JAW RUN ROCK TOTAL 4376 Cubic Yards

^{*} Optional rock, see Road Plan Clause 6-75

CULVERT LIST

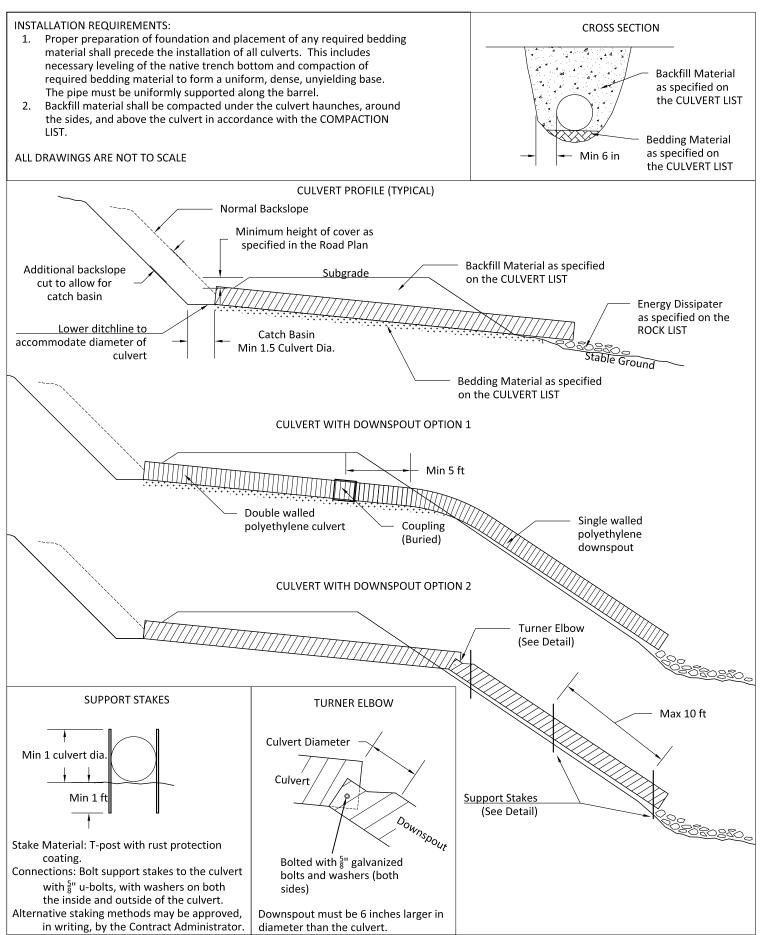
Road		<u>Culvert</u>	Length (ft)	<u>Er</u>	osion rock		Bed	lding/backfill	Construction Culvert marker		: marker	
<u>Name</u>	<u>Station</u>	Diameter (in)	Culvert	Inlet (CY)	Outlet (CY)	<u>Type</u>	(CY)	Type	Staked (Y/N)	Inlet (Y/N)	Outlet (Y/N)	<u>Remarks</u>
E-2000	125+15	18	30	1	1	JR	-	NT	N	Υ	Υ	Disconnect
E-2000	125+65	24	40	4	4	JR	-	NT	N	Υ	Υ	Stream, Np
E-2000	126+15	18	30	1	1	JR	-	NT	N	Υ	Υ	Disconnect
E-2000E	0+00	18	40	1	1	JR	-	NT	N	Υ	Υ	Cross drain, across E-2000
E-2070	27+80	18	30	1	1	JR	-	NT	N	Υ	Υ	Cross drain, sag
E-2072	10+20	18	30	1	1	JR	-	NT	N	Υ	Υ	Cross drain

Key JR- 4-INCH JAW RUN ROCK NT- NATIVE MATERIAL

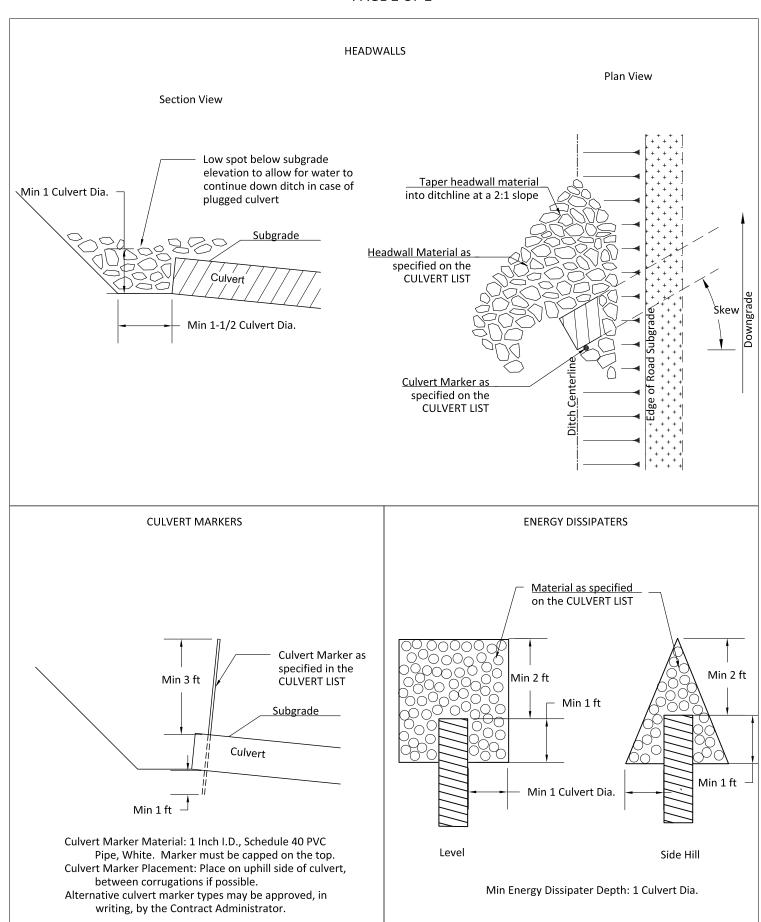
COMPACTION LIST

				<u>Maximum</u>				<u>Maximum</u>	<u>Maximum</u>
				<u>Depth</u>		<u>Equipment</u>	<u>Minimum</u>	Operating	Amount of
Road	<u>From</u>	<u>To</u>		Per Lift	Equipment	Weight	Number	Speed	<u>Deflection</u>
<u>Name</u>	Station	Station	<u>Type</u>	(inches)	<u>Type</u>	(pounds)	of Passes	<u>(MPH)</u>	(inches)
					Vibratory				
All	-	-	Existing Surface	-	Smooth	20000	5	3	1
					Drum				
					Vibratory				
All	-	-	Rock	-	Smooth	20000	5	3	1
					Drum				
					Vibratory				
All	-	-	Subgrade	-	Smooth	20000	4	3	1
					Drum				
All	_	-	Embankment	12	Excavation	30000	4	3	2
All	-	-	Fill	24	Excavation	30000	4	3	2
All	-	-	Waste Area	24	Excavation	30000	-	-	4

CULVERT AND DRAINAGE SPECIFICATION DETAIL PAGE 1 OF 2



CULVERT AND DRAINAGE SPECIFICATION DETAIL PAGE 2 OF 2



FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS Page 1 of 2

Cuts and Fills

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

Surface

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

Drainage

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

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FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS Page 2 of 2

Preventative Maintenance

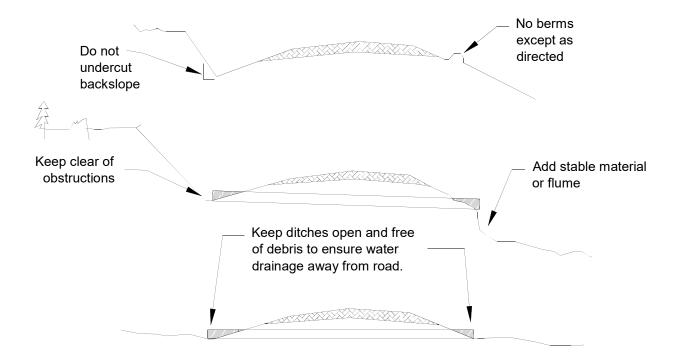
• Perform preventative maintenance work to safeguard against storm damage, such as blading to ensure correct runoff, ditch and culvert cleaning, and waterbar maintenance.

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.



LIVE STREAM CULVERT INSTALLATION PROCEDURE

Order of work is as follows, deviations shall be approved, in writing, by the Contract Administrator.

- Contractor shall notify the Contract Administrator of intent to install each live stream culvert.
- 2) Assemble the items on the Materials List onsite before proceeding.
- 3) Culvert installation may not start during rain or forecast of rain.
- 4) Manage stream water according to the DEWATERING DETAIL.
- 5) Establish culvert lay, install energy dissipater, install culvert, build road fill, and place fill armor.
- 6) Backfill sumps.
- 7) Apply erosion control according to Section 8 of the Road Plan.

Materials List:

- pumps
- erosion rock
- culvert
- fill material
- armor
- grass seed
- straw bales

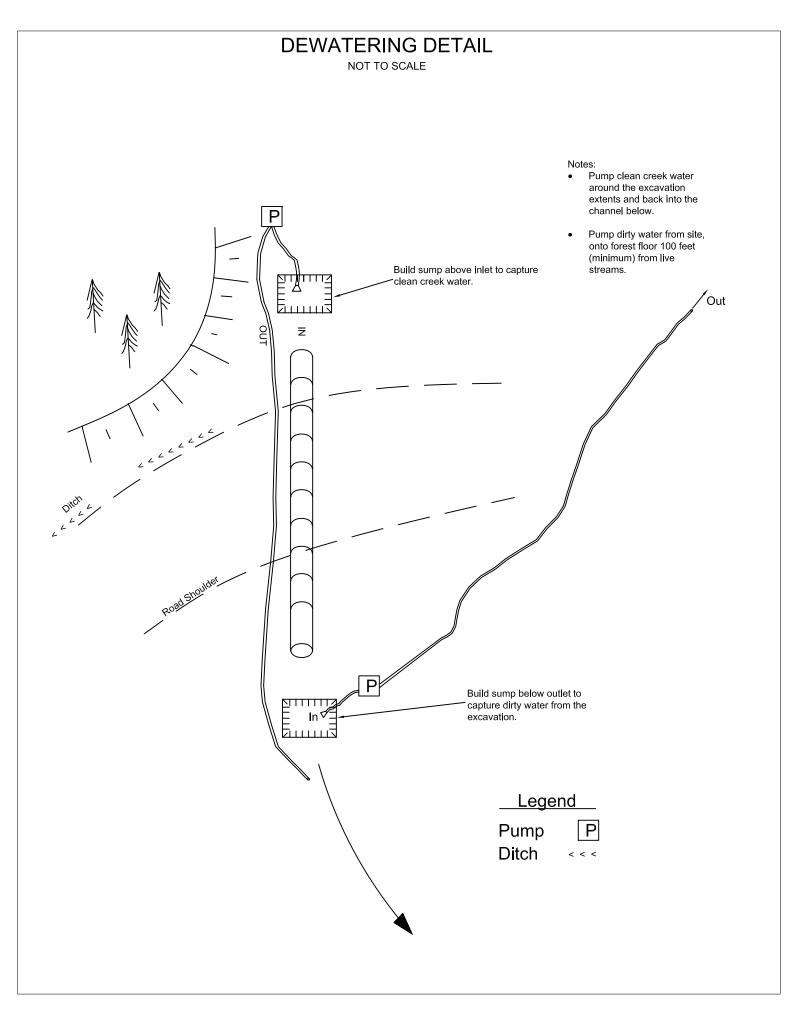
LIVE STREAM CULVERT REMOVAL PROCEDURE

Order of work is as follows, deviations shall be approved, in writing, by the Contract Administrator.

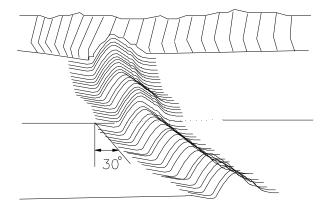
- Purchaser shall notify the Contract Administrator of intent to remove each live stream culvert.
- 2) Assemble the items on the Materials List onsite before proceeding.
- 3) Culvert removal should not start during rain or forecast of rain.
- 4) Manage stream water according to the DEWATERING DETAIL.
- 5) Remove fill, remove culvert.
- 6) Backfill sumps.
- 7) Apply erosion control according to Section 8 of the Road Plan.

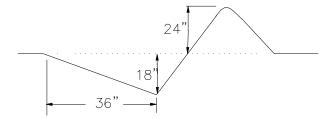
Materials List:

- pumps
- grass seed
- straw bales

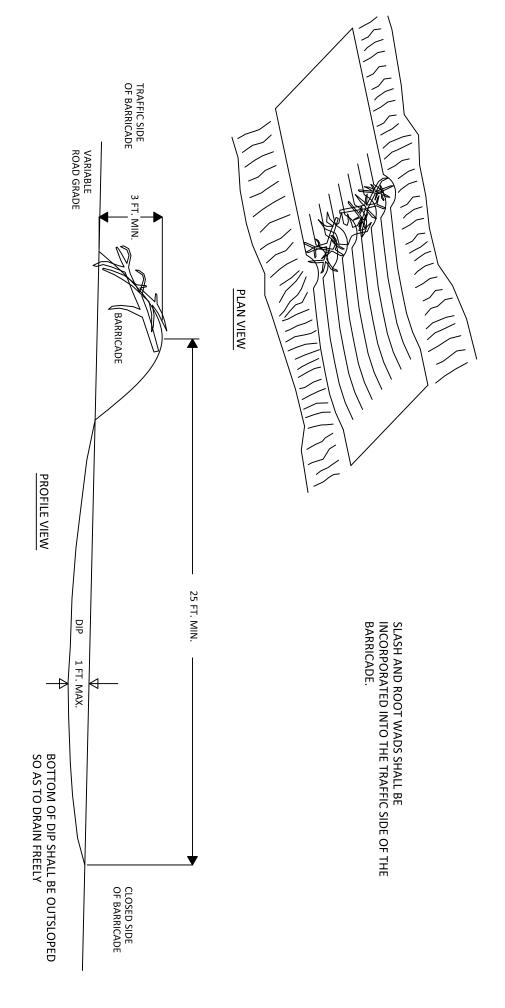


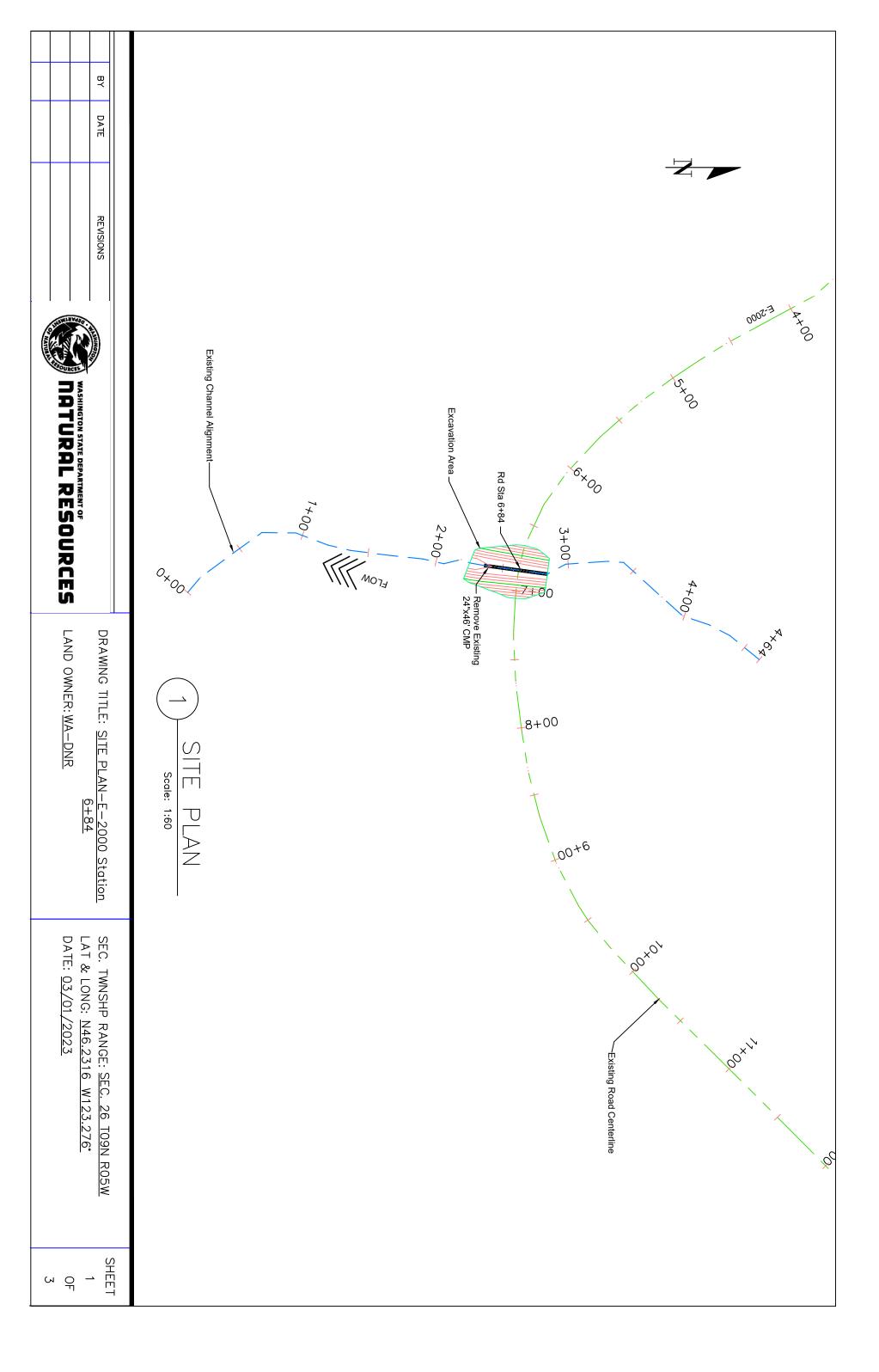
NON-DRIVABLE WATER BAR DETAIL





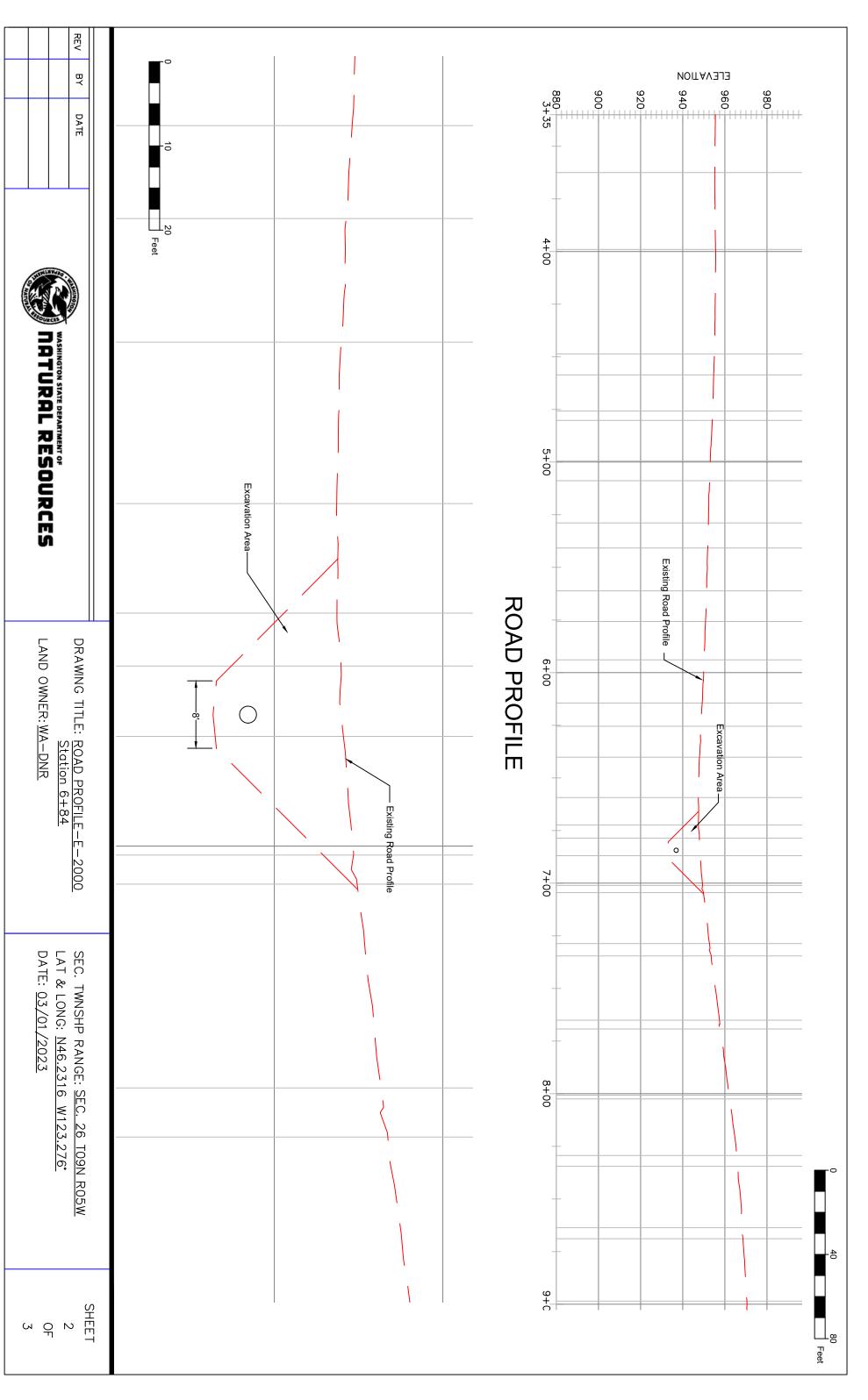
EARTHEN BARRICADE DETAIL

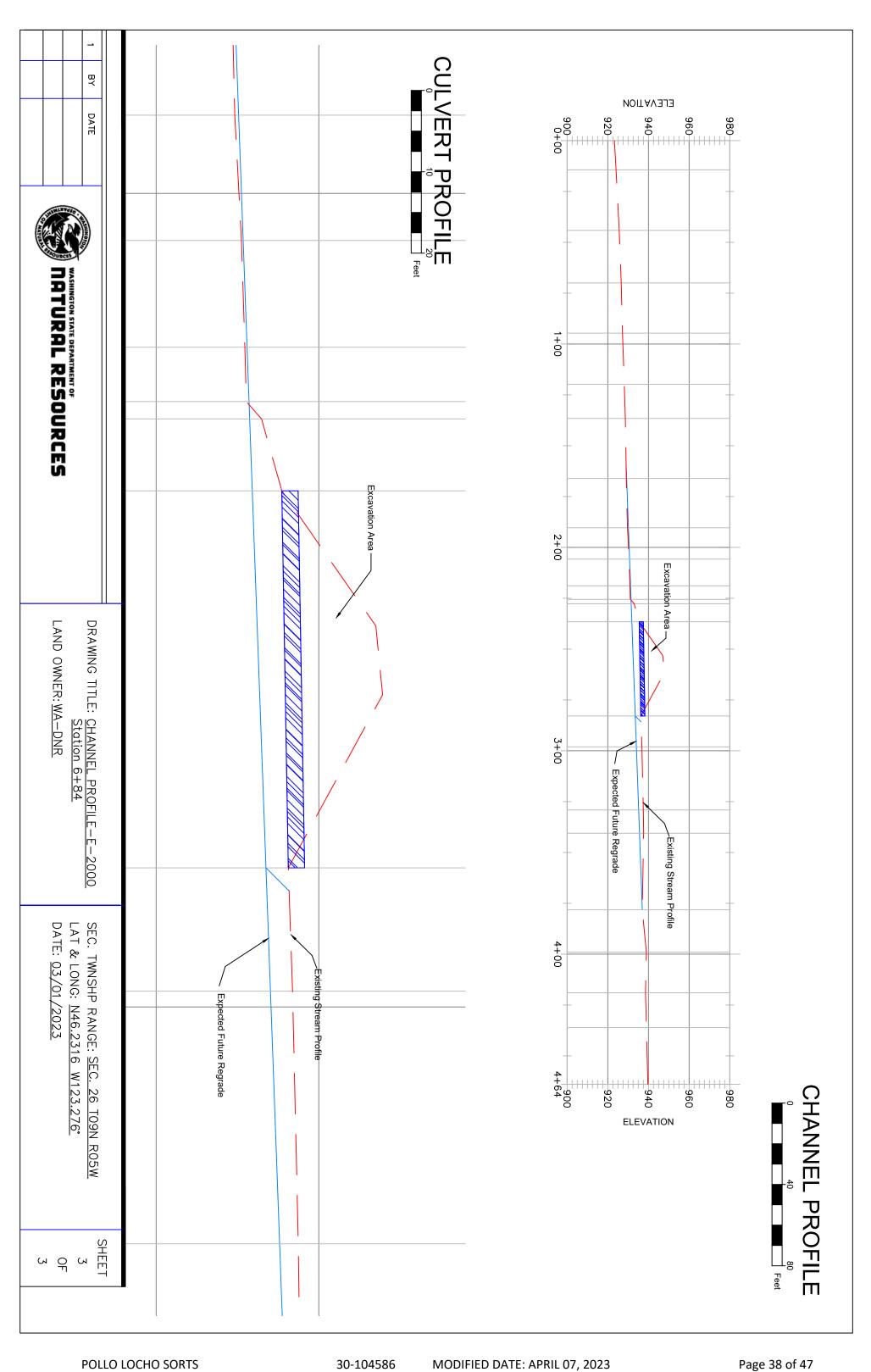


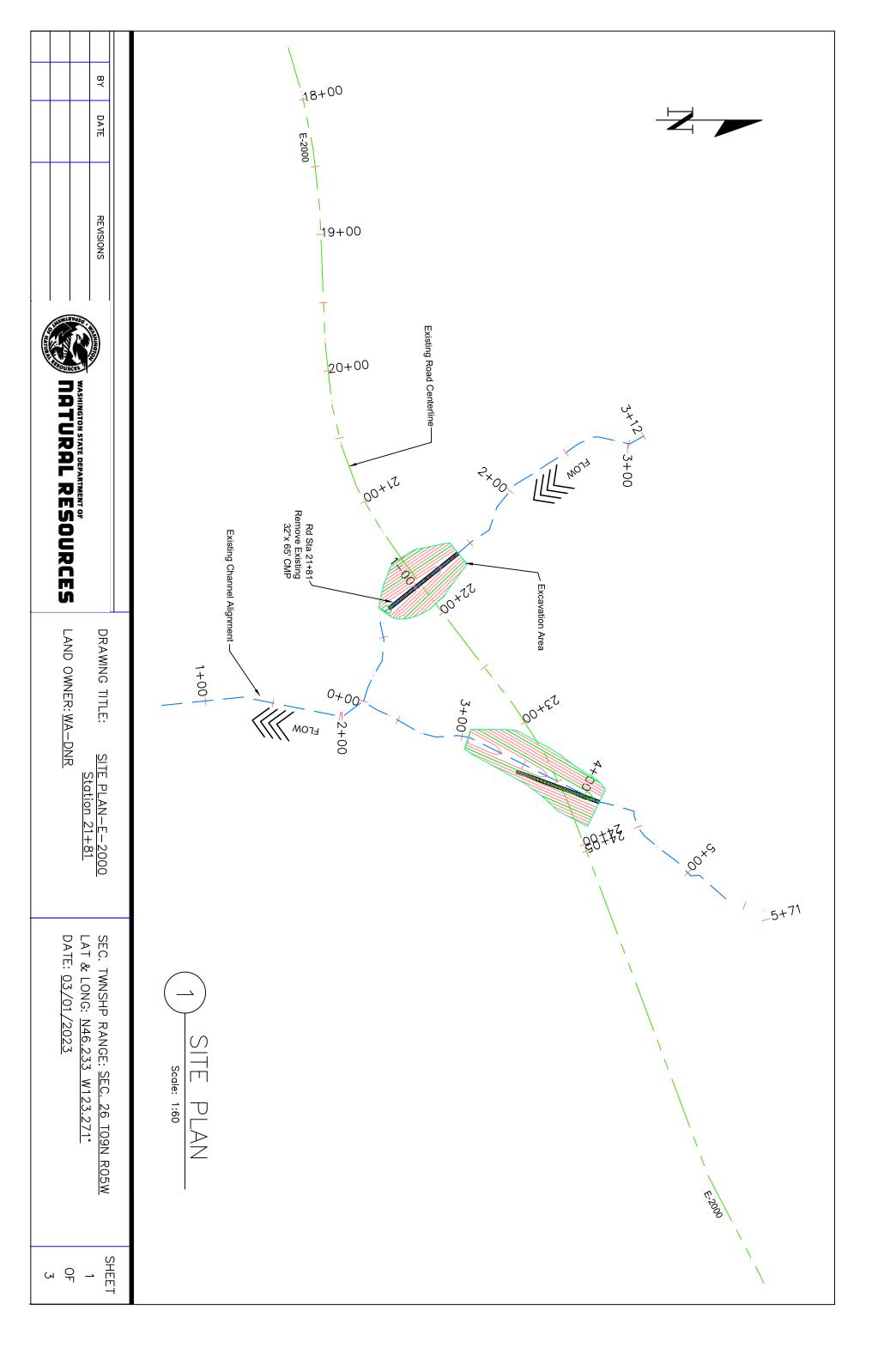


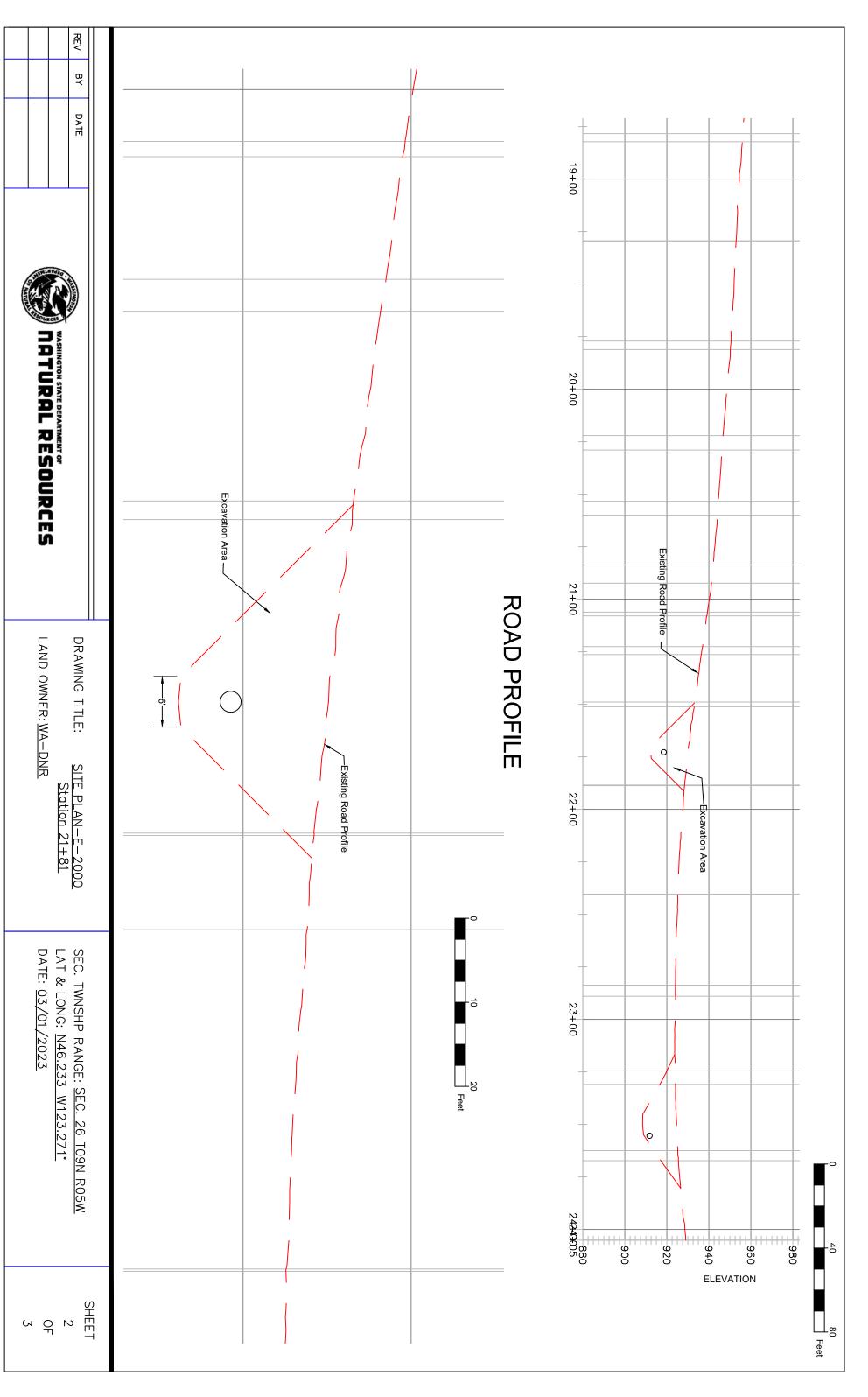
POLLO LOCHO SORTS

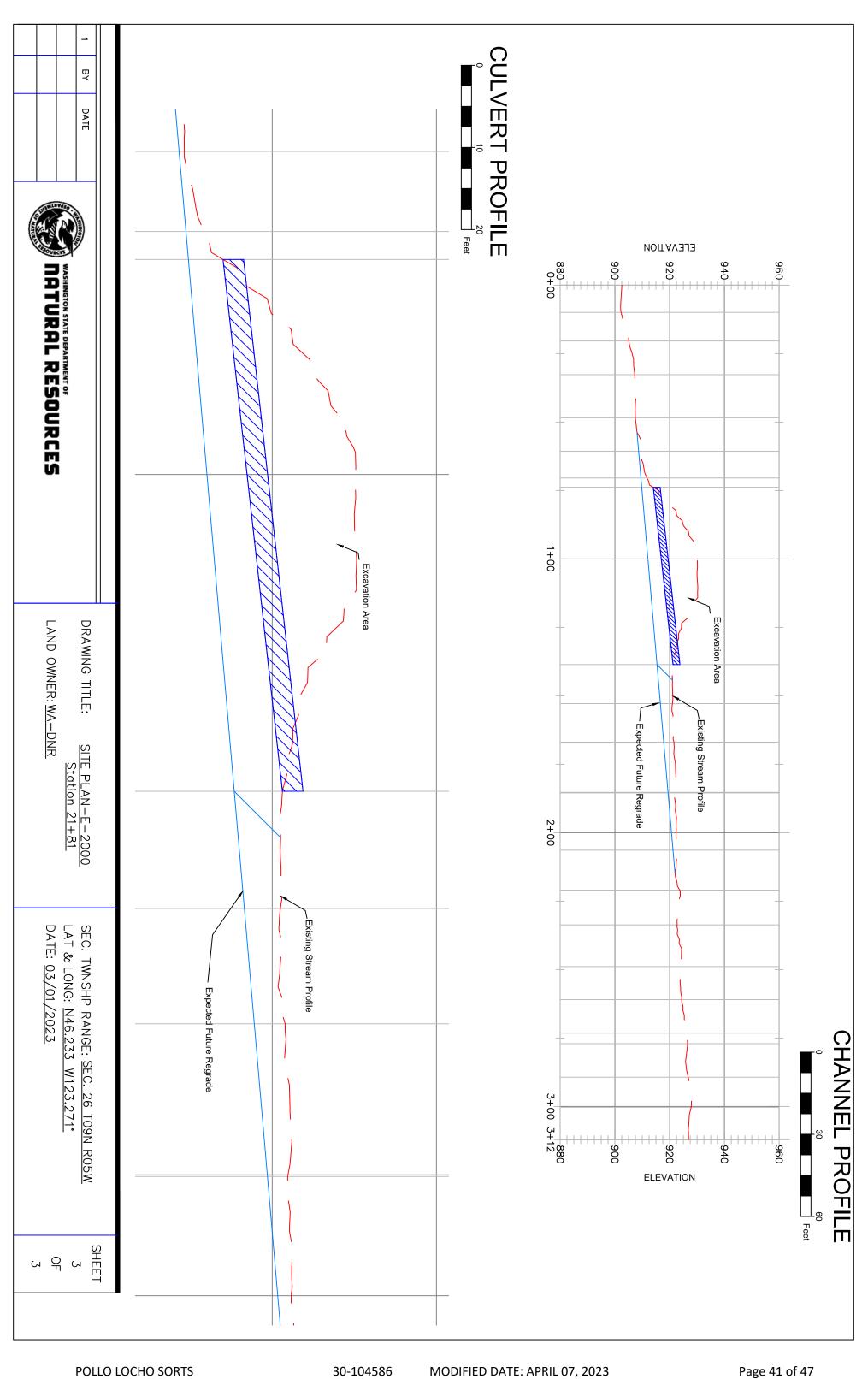
30-104586

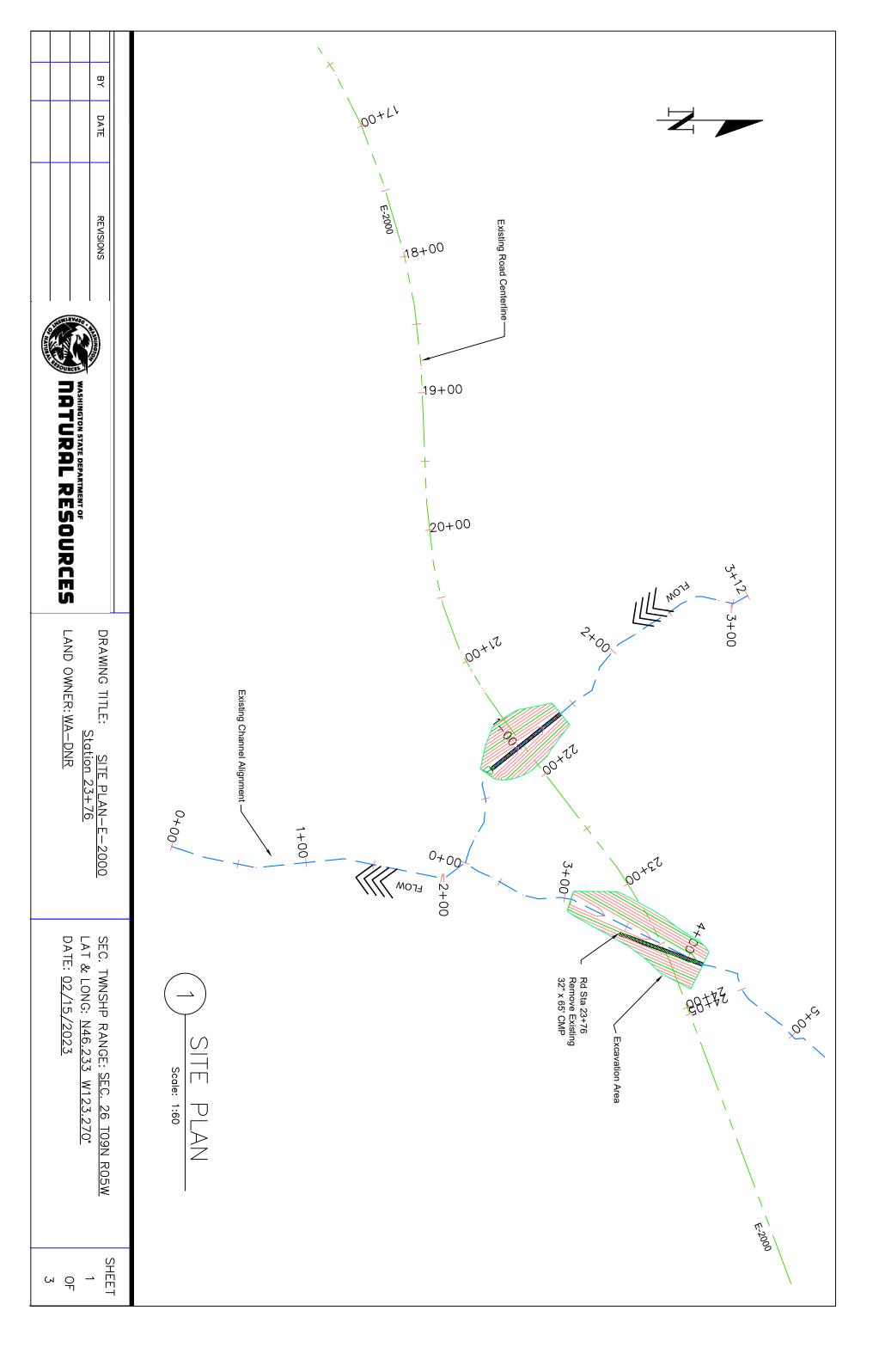


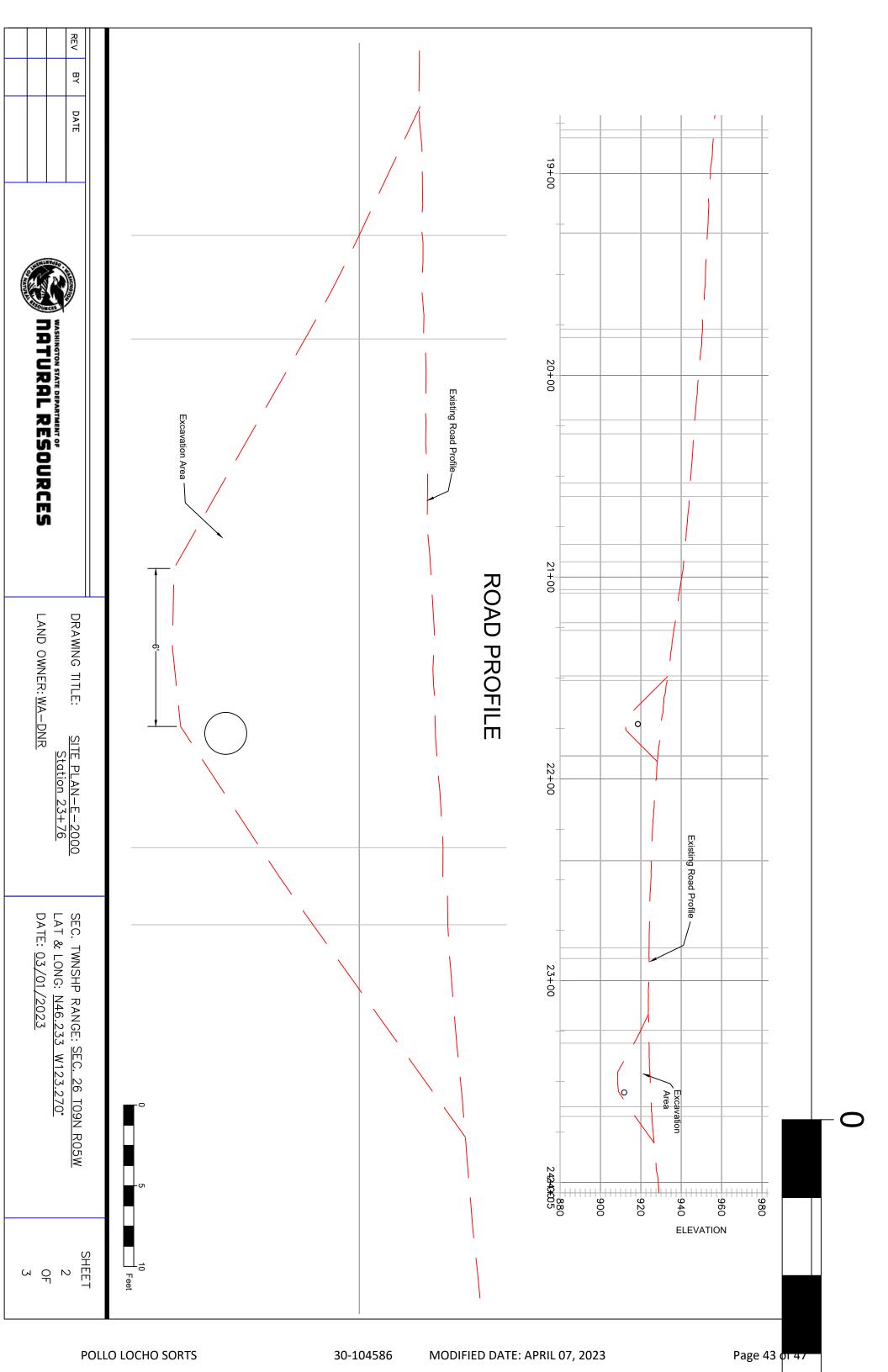


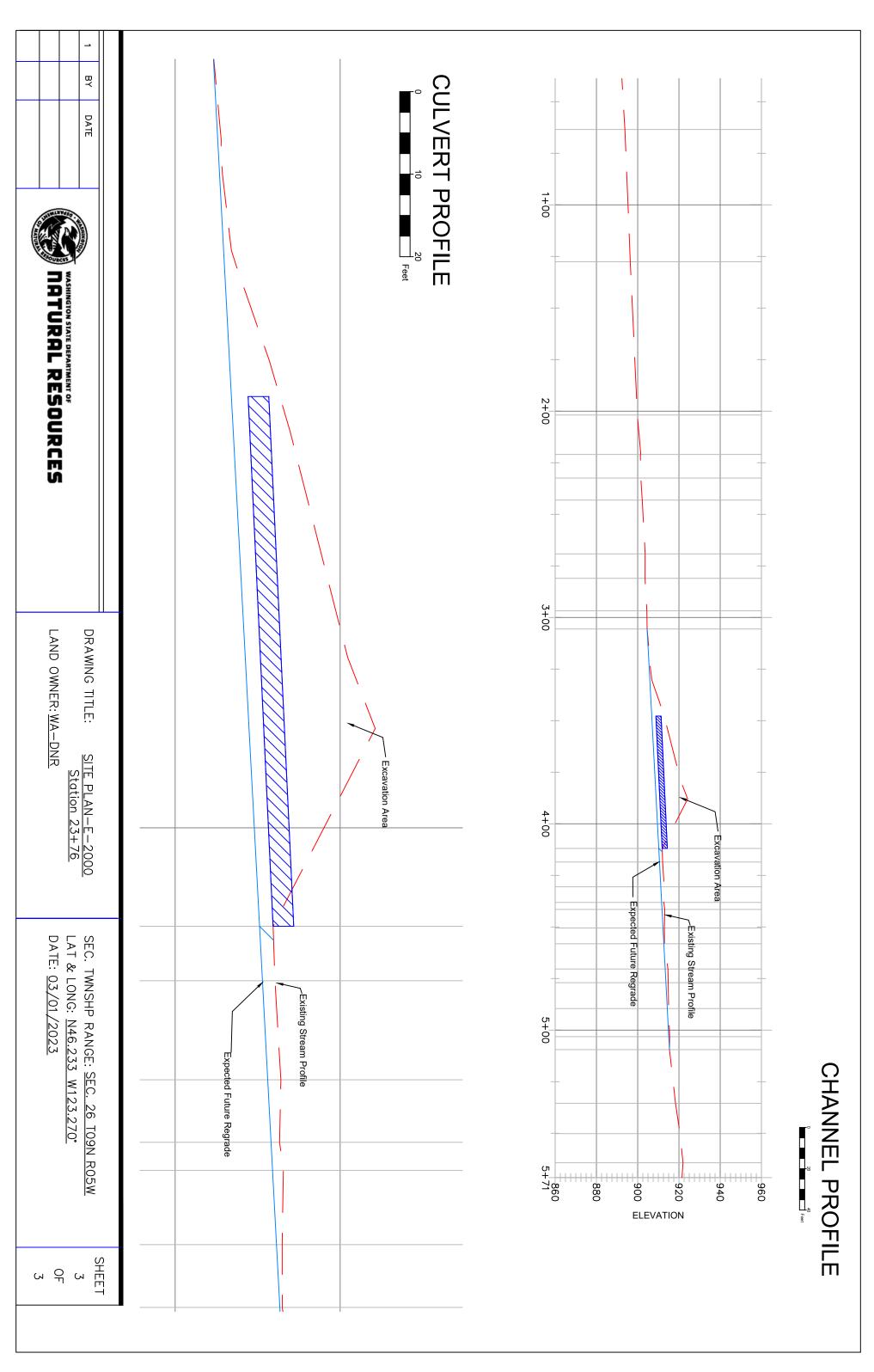












STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES

ROCK SOURCE DEVELOPMENT PLAN Gung Ho Pit Page 1 of 3

- 1. Mining Area shall be into the pit floor as shown on the Map and as directed by the Contract Administrator. Mining shall be as deep as practical but a minimum of 20 feet deep and as approved by the Contract Administrator. Contractor shall remove all excess shot rock from the Mining Area and stockpile as directed by the Contract Administrator. After all shot rock has been removed from the Mining Area, Contractor shall backfill the Mining Area with overburden from the top of the pit face as directed by the Contract Administrator.
- 2. The Operator shall submit an informational drilling and shooting plan to the Contract Administrator prior to any drilling (Form #M-126PAC).
- 3. Drilling and rock extraction may begin when the Contract Administrator has approved the informational drilling and shooting plan.
- 4. Vegetation shall be cleared a minimum of 10 feet beyond the top of the overburden top of cut.
- 5. Stumps shall be grubbed a minimum of 5 feet beyond the top of the overburden top of cut.
- 6. No sediment shall enter live water.
- 7. The location and amount of material to be placed in a temporary stockpile is subject to approval of the Contract Administrator. All stockpiled material shall be maintained in a neat and useable condition.
- 8. Oversize material remaining in the pit at the conclusion of use shall not exceed 5 percent of the total volume mined during that operation. Oversize material is defined as rock fragments larger than two feet in any direction. At the conclusion of operations, all remaining oversize material shall be placed as directed by the Contract Administrator.
- 9. All operations shall be carried out in compliance with all regulations of:
 - a. Regulations and Standards Applicable to Metal and Nonmetal Mining and Milling Operations (30 CFR) U.S. Department of Labor, Mine Safety and Health Administration.
 - b. "Safety Standards for Construction Work" (296-155 WAC), Washington Department of Labor and Industries.
- 10. At the end of operations, pit faces and walls shall be scaled and cleared of loose and overhanging material; benches shall have safety berms constructed or access blocked to highway vehicles. Upon completion of operations in the pit, the area will be left in a condition that will not endanger public safety, damage property, or be hazardous to animal or human life.
- 11. All exposed soil in the waste area shall be revegetated in accordance with ROAD PLAN clause 8-15 through 8-25.

POLLO LOCHO SORTS 30-104586 MODIFIED DATE: APRIL 07, 2023 Page 45 of 47

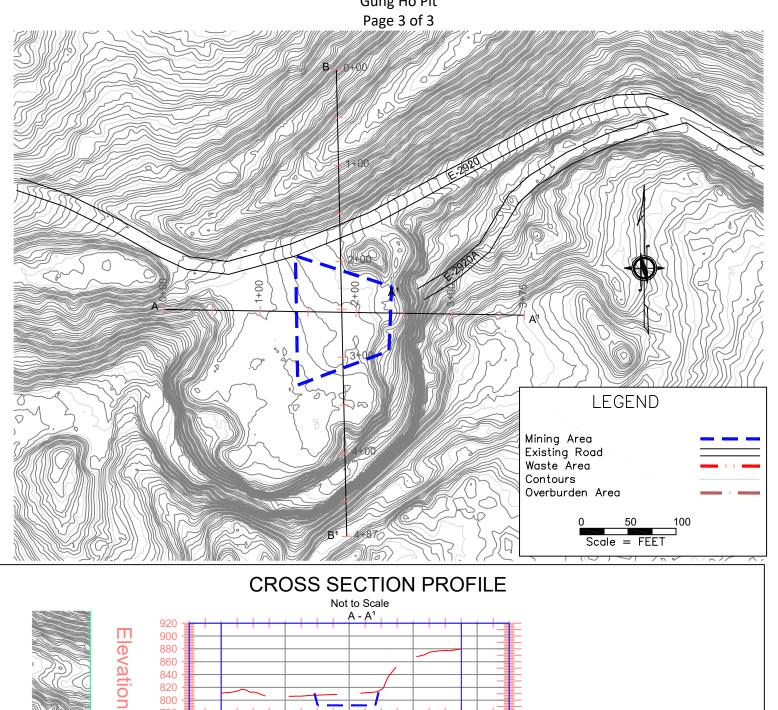
STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES

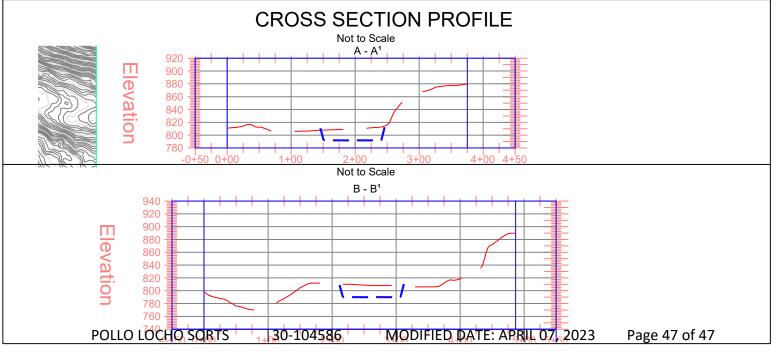
ROCK SOURCE DEVELOPMENT PLAN Gung Ho Pit Page 2 of 3

- 12. The pit area shall be worked and left in a condition that future operations may proceed in an orderly manner.
- 13. Upon completion of operations, the site shall be cleared of all temporary structures and left in a neat and presentable condition. Access shall be blocked with rip rap as directed by the Contract Administrator.
- 14. At the completion of rock source operations, the Contractor shall obtain written approval of final rock source condition and compliance with the terms of this plan.

STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES

ROCK SOURCE DEVELOPMENT PLAN Gung Ho Pit





SUMMARY Road Development Estimate REGION Pacific Cascade DISTRICT St Helens

SALE/PROJECT NAME Pollo Locho Sorts

AGREEMENT NO. 30-104586

ROAD NAME	E-2000E, E-2070, E-2072		E-20	00, E-2072	E-2000, E-2070, E-2095, E-2900, E-2920, E-5000, E-5000N, E-5100
ROAD STANDARD	Cons	struction	Reco	onstruction	Maintenance
NUMBER OF STATIONS		19+15	:	13+26	410+63
CLEARING & GRUBBING	\$	4,562	\$	1,708	\$ -
EXCAVATION AND FILL	\$	9,582	\$	4,687	\$ -
MISC. MAINTENANCE	\$	304	\$	510	\$ 13,314
ROAD ROCK		88,842 31,418		57,417 29,318	\$ - \$ 19,911
	-	120,260		86,735	\$ 19,911
ROCK STOCKPILE PROD	\$	-	\$	-	\$ -
CULVERTS AND FLUMES	\$	2,260	\$	2,769	\$ -
STRUCTURES	\$	-	\$	-	\$ -
MOBILIZATION	\$	3,600	\$	3,600	\$ 3,600
TOTAL COSTS	\$	140,567	\$ 1	100,009	\$ 36,826
COST PER STATION	\$	7,340	\$	7,542	\$ 89.68
ROAD DE	EACTIVATION &	ABANDONMENT COSTS	\$	21,123	

TOTAL (All Roads) \$298,524

TOTAL (Minus Optional Rock) \$152,265

SALE VOLUME MBF 5955

TOTAL \$/MBF \$ 50.13

TOTAL \$/MBF (Minus Optional Rock) \$ 25.57

ESTIMATED BY Brett Wallachy

ROCK SOURCE SUMMARY

SALE/PROJECT NAME Pollo Locho Sorts CONTRACT # 30-104586

PIT NAME Gung Ho Pit LOCATION S36 T9N R5W

ASSUMED ROCK SWELL FACTOR LOOSE/COMPACTED 1.25 ASSUMED ROCK DENSITY TONS/CY 1.3

MISCELLANEOUS

ROCK PIT PREPARATION Backfilling with overburden	\$ 280.00 per hour x 10	\$ 2,800
WASTE AREA REVEGETATION Grass seeding	\$ 3.64 per pound x 50	\$ 182
	MISCELLANEOUS TOTAL	\$ 2,982

MOBILIZATION

SALE/PROJECT NAME Pollo Locho Sorts CONTRACT # 30-104586

PRE-HAUL/CONSTRUCTION EQUIPMENT

MOBILIZATION

Grader	¢	. 1	1 000	each x	1	¢	1 000
Grader	-		•			-	•
Loader	\$	1	1,000	each x	1	\$	1,000
Dump truck	\$		100	each x	6	\$	600
Dozer, small	\$		500	each x	1	\$	500
Dozer, large	\$	1	1,000	each x	1	\$	1,000
Excavator, small	\$		500	each x	1	\$	500
Excavator, large	\$	1	1,000	each x	1	\$	1,000
Roller	\$		500	each x	1	\$	500
Rock drill	\$	1	1,000	each x	1	\$	1,000
Jaw	\$	2	2,000	each x	1	\$	2,000
PRE-HAUL/CONSTF	RU	C	TION	SUBTOT	AL	Ś	9.100

POST-HAUL/ABANDONMENT EQUIPMENT

MOBILIZATION

Dump truck	\$	100	each x	2	\$	200
Dozer, small	\$	500	each x	1	\$	500
Excavator, large	\$:	1,000	each x	1	\$	1,000
POST-HAUL/ABAND	ONN	MENT	SUBTOT	ΑL	Ś	1.700

MOBILIZATION TOTAL \$ 10,800

SUMMARY OF ROAD

Required pre-haul maintenance 0+00 to 34+41 (stations) 34+41

SALE/PROJECT NAME Pollo Locho Sorts CONTRACT # 30-104586 ROAD NAME E-2000

Total road length (stations) 132+11

Distance to Gung Ho Pit (miles) 4.10

			ung Ho Pit (mile	·						
Required pre-haul maintenance 69+34 to 124+55 (stations) 55+21										
Distance to Gung Ho Pit (miles) 5.63										
Optional reconstruction (stations) 7+56										
Distance to Gung Ho Pit (miles) 6.68										
Required abandonment (stations) 34+41										
REQUIRED PRE-HAUL MAINTENANCE 0+00 to 34+41										
MISC. MAINTENANCE	EQUIRED PI	KE-HAUL IV	MAINTENANCE UT	00 10 34+41						
	.	10.02	nor station v	24.41		¢ 620.42				
Maintenance grading	\$ \$	18.03	per station x	34.41		\$ 620.42 \$ 495.30				
Maintenance rolling	Ş	14.39	per station x	34.41		\$ 495.30				
ROAD ROCK										
REQUIRED										
STOCKPILED CRUSHED ROCK	\$	1 6/	per CY x	58		\$ 95.73				
Rock haul	\$		per hour x	11 round trip haul (r	miles) 8.86	\$ 1,861.34				
NOCK Hadi	Ţ	105.00	per flour x	11 Todila trip iladi (i	111103) 0.00	7 1,001.54				
			REQUI	RED PRE-HAUL MAINTENA	NCE SUBTOTAL	\$ 3,072.79				
						,.				
RE	QUIRED PRE	E-HAUL M	AINTENANCE 69+	-34 to 124+55						
MISC. MAINTENANCE										
Maintenance grading	\$	18.03	per station x	55.21		\$ 995.45				
Maintenance rolling	\$		per station x	55.21		\$ 794.69				
C			•			•				
ROAD ROCK										
REQUIRED										
Load dump truck	\$	1.64	per CY x	93		\$ 153.59				
Rock haul	\$		per hour x	25 round trip haul (r	miles) 12.31	\$ 4,050.56				
			REQUI	RED PRE-HAUL MAINTENA	NCE SUBTOTAL	\$ 5,994.30				
	0	PTIONAL F	RECONSTRUCTIO	V						
CLEARING & GRUBBING										
Clearing & grubbing	\$	128.80	per station x	7.56		\$ 973.73				
EVCAVATION AND FILE										
EXCAVATION AND FILL		220.00		7.50		ć 2.407.24				
Reconstruction	\$		per station x	7.56		\$ 2,487.24				
Landing	\$		each x	1		\$ 284.00				
Turnaround	\$		each x	1		\$ 284.00				
Shape & compact subgrade	\$	36.03	per station x	7.56		\$ 272.36				
MISC. MAINTENANCE										
	خ.	2.64	nor nound v	21		¢ 7F.01				
Grass seeding	\$		per pound x per acre x	21		\$ 75.81 \$ 330.14				
Straw mulching	\$	3,301.40	per acre x	0.1		\$ 330.14				
ROAD ROCK										
OPTIONAL										
4-INCH JAW RUN ROCK	\$	12 27	per CY x	906		\$ 11,114.69				
Rock haul	\$		per hour x	260 round trip haul (r	miles) 13 50	\$ 42,849.47				
Spread & compact rock	\$		per CY x	894		\$ 2,733.39				
Place erosion rock	\$		per CY x	12		\$ 123.00				
TIGGG GEOSIOTE FOCK	Ş	10.23	percrx	12		y 123.00				
CULVERTS AND FLUMES										
18" Polyethylene, double wall	\$	20 8a	per foot x	60		\$ 1,253.65				
24 D. J.	,	20.03	pc: 100t x	40		4 4 4 2 2 2 3				

28.26 per foot x

\$ 214.00 each x

40

1

\$ 1,130.37

214.00

24" Polyethylene, double wall

Live water installation, diversion/pumping

Culvert marker	\$	28.50	each x	6	\$	171.00
				OPTIONAL RECO	NSTRUCTION SUBTOTAL \$ 64,	296 85
				OT TIOTALE RECO	Nother Charles	250.05
	F	REQUIRED	ABANDONMENT			
ROAD DEACTIVATION & ABANDONMENT						
Medium abandonment	\$	283.50	per station x	32.85	\$ 9,	312.98
Fill removal	\$	3.38	per cubic yard x	2600	\$ 8,	775.00
Live water removal, diversion/pumping	\$	214.00	each x	3	\$	642.00
Grass seeding	\$	3.64	per pound x	113	\$ 4	411.76
Straw mulching	\$	3,301.40	per acre x	0.6	\$ 1,	980.84

REQUIRED ABANDONMENT SUBTOTAL \$ 21,122.57

TOTAL ROAD COST \$ 94,486.51

SALE/PROJECT NAME Pollo Locho Sorts CONTRACT # 30-104586 ROAD NAME E-2000E

Optional construction (stations) 5+50 Distance to Gung Ho Pit (miles) 5.68

OPTIONAL CONSTRUCTION

CLEARING & GRUBBING							
Clearing & grubbing	\$	238.20	per station x	5.50		\$	1,310.10
EXCAVATION AND FILL							
		405.00		F F0		,	2 227 50
Construction	\$		per station x	5.50			2,227.50
Landing	\$	284.00	each x	1		\$	284.00
Turnaround	\$	284.00	each x	1		\$	284.00
Shape & compact subgrade	\$	36.03	per station x	5.50		\$	198.15
MISC. MAINTENANCE							
Grass seeding	\$	3.64	per pound x	15		\$	55.15
ROAD ROCK							
OPTIONAL							
4-INCH JAW RUN ROCK	\$	12.27	per CY x	926		\$:	11,362.88
Rock haul	\$	165.00	per hour x	228 round trip haul (miles)	11.47	\$ 3	37,614.92
Spread & compact rock	\$	3.06	per CY x	924		\$	2,825.82
Place erosion rock	\$	10.25	per CY x	2		\$	20.50
CULVERTS AND FLUMES							
18" Polyethylene, double wall	\$	20.89	per foot x	40		\$	835.76
Culvert marker	\$	28.50	each x	2		\$	57.00
	•					-	

TOTAL ROAD COST \$ 57,075.79

SALE/PROJECT NAME Pollo Locho Sorts CONTRACT # 30-104586 ROAD NAME E-2070

Total road length (stations) 32+05
Required pre-haul maintenance (stations) 22+90
Distance to Gung Ho Pit (miles) 4.75
Optional construction (stations) 9+15
Distance to Gung Ho Pit (miles) 1.11

REQUIRED PRE-HAUL MAINTENANCE

MISC. MAINTENANCE	-					
Maintenance grading	\$	18.03	per station x	22.90	\$	413
Maintenance rolling	\$	14.39	per station x	22.90	\$	330
ROAD ROCK						
REQUIRED						
STOCKPILED CRUSHED ROCK	\$		per CY x	39	\$	64
Rock haul	\$		per hour x	8.3 round trip haul (miles) 9.94		
Spread & compact rock	\$	3.06	per CY x	39	\$	118
			REQUIR	RED PRE-HAUL MAINTENANCE SUBTOTAL	\$	2,302
	OP	TIONAL C	CONSTRUCTION			
CLEARING & GRUBBING						
Clearing & grubbing	\$	238.20	per station x	9.15	\$	2,180
EXCAVATION AND FILL						
Construction	\$	405.00	per station x	9.15	\$	3,706
Landing	\$		each x	1	\$	284
Turnaround	\$	284.00	each x	1	\$	284
Shape & compact subgrade	\$	36.03	per station x	9.15	\$	330
MISC. MAINTENANCE Grass seeding	\$	2.64	per pound x	46	\$	167
drass seeding	Ş	3.04	per pouriu x	40	Ş	107
ROAD ROCK						
OPTIONAL						
4-INCH JAW RUN ROCK	\$	12.27	per CY x	1401	\$	17,183
Rock haul	\$	165.00	per hour x	91 round trip haul (miles) 2.40	\$	14,941
Spread & compact rock	\$	3.06	per CY x	1399	\$	4,276
Place erosion rock	\$	10.25	per CY x	2	\$	21
CULVERTS AND FLUMES	_					
18" Polyethylene, double wall	\$		per foot x	30	\$	627
Culvert marker	\$	28.50	each x	2	\$	57
				OPTIONAL CONSTRUCTION SUPTOTAL		

OPTIONAL CONSTRUCTION SUBTOTAL \$ 44,054

TOTAL ROAD COST \$ 46,357

SALE/PROJECT NAME Pollo Locho Sorts CONTRACT # 30-104586 ROAD NAME E-2072

Total road length (stations) 10+20 Required reconstruction (stations) 5+70 Distance to Gung Ho Pit (miles) 5.04 Required construction (stations) 4+50 Distance to Gung Ho Pit (miles) 5.17

REQUIRED RECONSTRUCTION

CLEARING & GRUBBING		-					
Clearing & grubbing	\$	128.80	per station x	5.70		\$	734
			•				
EXCAVATION AND FILL							
Reconstruction	\$	202.50	per station x	5.70		\$	1,154
Shape & compact subgrade	\$	36.03	per station x	5.70		\$	205
MISC. MAINTENANCE	\$	2.64		20		,	101
Grass seeding	Ş	3.64	per pound x	29		\$	104
ROAD ROCK							
REQUIRED							
4-INCH JAW RUN ROCK	\$	12.27	per CY x	556		\$	6,817
Rock haul	\$	165.00	per hour x	122 round trip haul (miles)	10.18	\$ 2	0,206
Spread & compact rock	\$	3.06	per CY x	556		\$	1,699
				REQUIRED RECONSTRUCTION SUI	BTOTAL	\$3	0,919
	ΩD	TIONAL C	ONSTRUCTION				
CLEARING & GRUBBING	OF	TIONAL	ONSTRUCTION				
Clearing & grubbing	\$	238 20	per station x	4.50		¢	1,072
Cicaring & grabbing	Y	230.20	per station x	4.50		Y	1,072
EXCAVATION AND FILL							
EXCAVATION AND FILL Construction	\$	405.00	per station x	4.50		\$	1,823
	\$ \$		per station x per station x	4.50 4.50		\$	1,823 162
Construction Shape & compact subgrade			•				,
Construction Shape & compact subgrade MISC. MAINTENANCE	\$	36.03	per station x	4.50		\$	162
Construction Shape & compact subgrade		36.03	•				,
Construction Shape & compact subgrade MISC. MAINTENANCE Grass seeding	\$	36.03	per station x	4.50		\$	162
Construction Shape & compact subgrade MISC. MAINTENANCE	\$	36.03	per station x	4.50		\$	162
Construction Shape & compact subgrade MISC. MAINTENANCE Grass seeding ROAD ROCK	\$	36.03	per station x	4.50		\$	162
Construction Shape & compact subgrade MISC. MAINTENANCE Grass seeding ROAD ROCK REQUIRED	\$	36.03 3.64 12.27	per station x	4.50	10.43	\$	162 82 7,200
Construction Shape & compact subgrade MISC. MAINTENANCE Grass seeding ROAD ROCK REQUIRED 4-INCH JAW RUN ROCK	\$ \$	36.03 3.64 12.27 165.00	per station x per pound x per CY x	4.50 23 587	10.43	\$ \$ \$ \$ 2	162 82 7,200
Construction Shape & compact subgrade MISC. MAINTENANCE Grass seeding ROAD ROCK REQUIRED 4-INCH JAW RUN ROCK Rock haul	\$ \$ \$	36.03 3.64 12.27 165.00 3.06	per station x per pound x per CY x per hour x	4.50 23 587 132 round trip haul (miles)	10.43	\$ \$ \$ \$ 2	162 82 7,200 1,812
Construction Shape & compact subgrade MISC. MAINTENANCE Grass seeding ROAD ROCK REQUIRED 4-INCH JAW RUN ROCK Rock haul Spread & compact rock Place erosion rock	\$ \$ \$ \$	36.03 3.64 12.27 165.00 3.06	per station x per pound x per CY x per hour x per CY x	4.50 23 587 132 round trip haul (miles) 585	10.43	\$ \$ \$ \$ 2 \$	162 82 7,200 1,812 1,788
Construction Shape & compact subgrade MISC. MAINTENANCE Grass seeding ROAD ROCK REQUIRED 4-INCH JAW RUN ROCK Rock haul Spread & compact rock Place erosion rock CULVERTS AND FLUMES	\$ \$ \$ \$ \$	36.03 3.64 12.27 165.00 3.06 10.25	per station x per pound x per CY x per hour x per CY x	4.50 23 587 132 round trip haul (miles) 585 2	10.43	\$ \$ \$ 2 \$ \$	162 82 7,200 1,812 1,788 21
Construction Shape & compact subgrade MISC. MAINTENANCE Grass seeding ROAD ROCK REQUIRED 4-INCH JAW RUN ROCK Rock haul Spread & compact rock Place erosion rock	\$ \$ \$ \$	36.03 3.64 12.27 165.00 3.06 10.25	per station x per pound x per CY x per hour x per CY x	4.50 23 587 132 round trip haul (miles) 585	10.43	\$ \$ \$ \$ 2 \$	162 82 7,200 1,812 1,788

OPTIONAL CONSTRUCTION SUBTOTAL \$ 34,644

TOTAL ROAD COST \$ 65,563

SALE/PROJECT NAME Pollo Locho Sorts CONTRACT # 30-104586 ROAD NAME E-2095

Required pre-haul maintenance (stations) 25+72 Distance to Gung Ho Pit (miles) 5.14

REQUIRED PRE-HAUL MAINTENANCE

MISC. MAINTENANCE				
Maintenance grading	\$ 18.03	per station x	25.72	\$ 464
Maintenance rolling	\$ 14.39	per station x	25.72	\$ 370
ROAD ROCK				
REQUIRED				
STOCKPILED CRUSHED ROCK	\$ 1.64	per CY x	44	\$ 72
Rock haul	\$ 165.00	per hour x	10 round trip haul (miles)	10.78 \$ 1,667

TOTAL ROAD COST \$ 2,572

SALE/PROJECT NAME Pollo Locho Sorts CONTRACT # 30-104586 ROAD NAME E-2900

Required pre-haul maintenance (stations) 34+09
Distance to Gung Ho Pit (miles) 0.30

REQUIRED PRE-HAUL MAINTENANCE

MISC. MAINTENANCE					
Maintenance grading	\$ 18.03	per station x	34.09		\$ 615
Maintenance rolling	\$ 14.39	per station x	34.09		\$ 491
ROAD ROCK					
REQUIRED					
STOCKPILED CRUSHED ROCK	\$ 1.64	per CY x	58		\$ 95
Rock haul	\$ 165.00	per hour x	2.4 round trip haul (miles)	1.24	\$ 395

TOTAL ROAD COST \$ 1,595

SALE/PROJECT NAME Pollo Locho Sorts CONTRACT # 30-104586 ROAD NAME E-2920

Required pre-haul maintenance (stations) 15+76
Distance to Gung Ho Pit (miles) 0.00

	NEQUINE) FILE-IIIA	OL WAINT LINAIN	-L		
MISC. MAINTENANCE						
Maintenance grading	\$	18.03	per station x	15.76	\$	284
Maintenance rolling	\$	14.39	per station x	15.76	\$	227
ROAD ROCK						
REQUIRED						
STOCKPILED CRUSHED ROCK	\$	1.64	per CY x	27	\$	44
Rock haul	\$	165.00	per hour x	0.6 round trip haul (miles)	0.30 \$	100
				TOTAL ROAD	COST \$	654

SALE/PROJECT NAME Pollo Locho Sorts CONTRACT # 30-104586 ROAD NAME E-5000

Required pre-haul maintenance (stations) 131+85 Distance to Gung Ho Pit (miles) 2.59

	KLQOIK	LD I IVE-II	AUL IVIAIIVI LIVAI	VCL		
MISC. MAINTENANCE						
Maintenance grading	\$	18.03	per station x	131.85	\$	2,377
Maintenance rolling	\$	14.39	per station x	131.85	\$	1,898
ROAD ROCK						
REQUIRED						
STOCKPILED CRUSHED ROCK	\$	1.64	per CY x	223	\$	367
Rock haul	\$	165.00	per hour x	38 round trip haul (miles)	7.68 \$	6,266
				TOTAL ROA	D COST Ś	10.908
						-,

SALE/PROJECT NAME Pollo Locho Sorts CONTRACT # 30-104586 ROAD NAME E-5000N

Required pre-haul maintenance (stations) 3+74
Distance to Gung Ho Pit (miles) 4.72

MISC. MAINTENANCE					
Maintenance grading	\$ 18.03	per station x	3.74	\$	67
Maintenance rolling	\$ 14.39	per station x	3.74	\$	54
DOAD DOCK					
ROAD ROCK					
REQUIRED					
STOCKPILED CRUSHED ROCK	\$ 1.64	per CY x	6	\$	10
Rock haul	\$ 165.00	per hour x	1.3 round trip haul (miles)	9.51 \$	216
			TOTAL ROAD	COST \$	348

SALE/PROJECT NAME Pollo Locho Sorts CONTRACT # 30-104586 ROAD NAME E-5100

Required pre-haul maintenance (stations) 86+95 Distance to Gung Ho Pit (miles) 0.94

	MEQUINE) I IVE 11/	OL WINNING ENVIOL	-L		
MISC. MAINTENANCE						
Maintenance grading	\$	18.03	per station x	86.95		\$ 1,568
Maintenance rolling	\$	14.39	per station x	86.95		\$ 1,252
ROAD ROCK						
REQUIRED						
STOCKPILED CRUSHED ROCK	\$	1.64	per CY x	147		\$ 242
Rock haul	\$	165.00	per hour x	13 round trip haul (miles)	3.54	\$ 2,121
				TOTAL BOAR	COCT	Ć F 102
				TOTAL ROAI	7 0031	3 2,182



WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES

FOREST EXCISE TAX ROAD SUMMARY SHEET

Timber Sale Name:	
Application Number:	
EXCISE TAX APPLICABLE ACTIVITIES	
Construction:	linear feet
Road to be constructed (optional and required) but not aban	ndoned
Reconstruction:	linear feet
Road to be reconstructed (optional and required) but not about	andoned
Abandonment:	linear feet
Abandonment of existing roads not reconstructed under the	contract
Decommission:	linear feet
Road to be made undriveable but not officially abandoned.	
Pre-Haul Maintenance:	linear feet
Existing road to receive maintenance work (optional and re-	quired) prior to haul

EXCISE TAX EXEMPT ACTIVITIES

linear feet **Temporary Construction:**

Roads to be constructed (optional and required) and

then abandoned

Region:

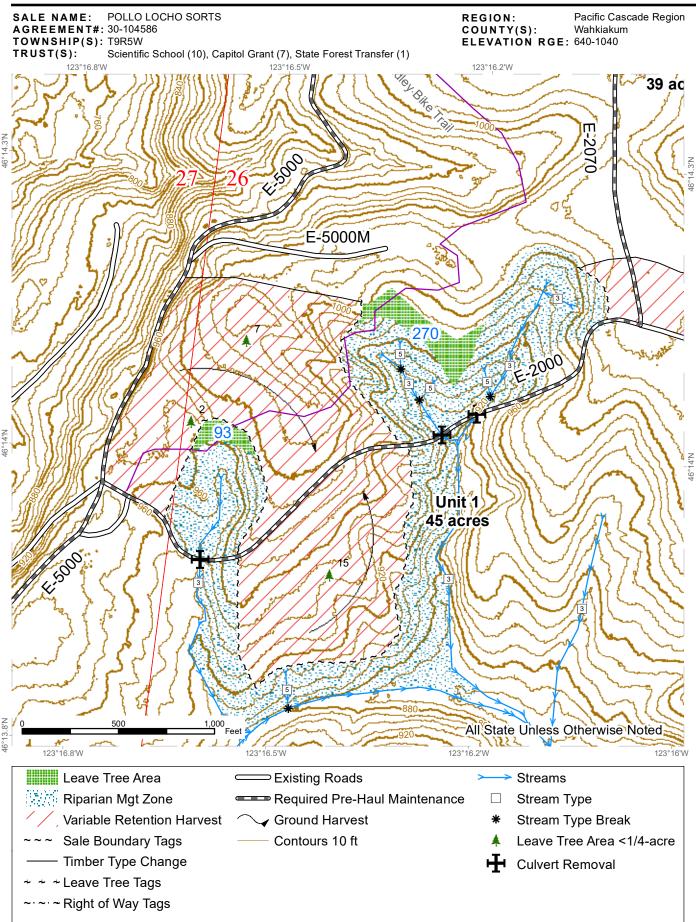
linear feet

Temporary Reconstruction:

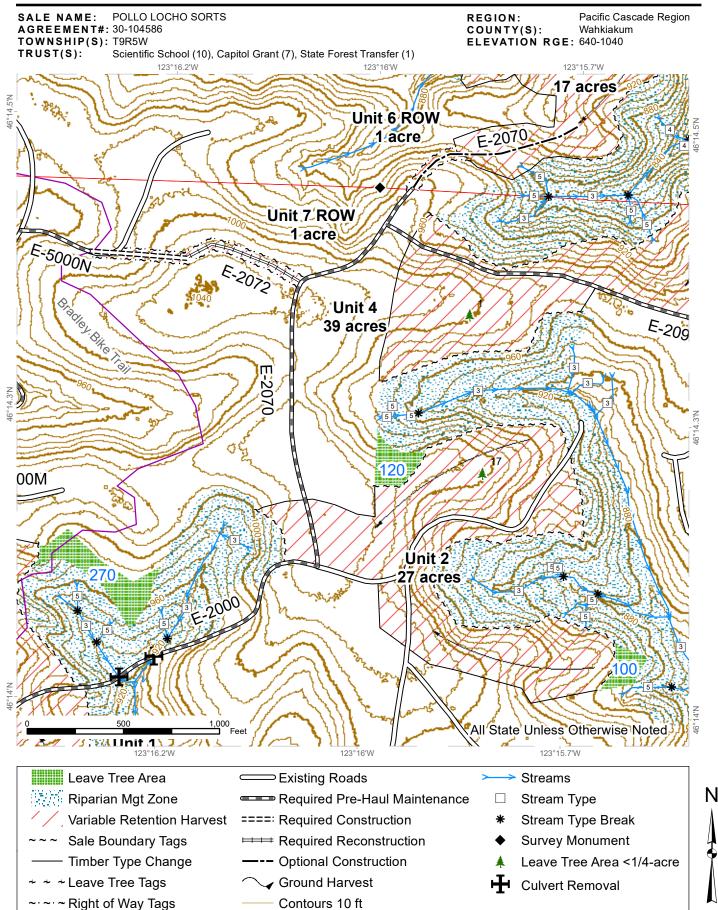
Roads to be reconstructed (optional and required) and then abandoned

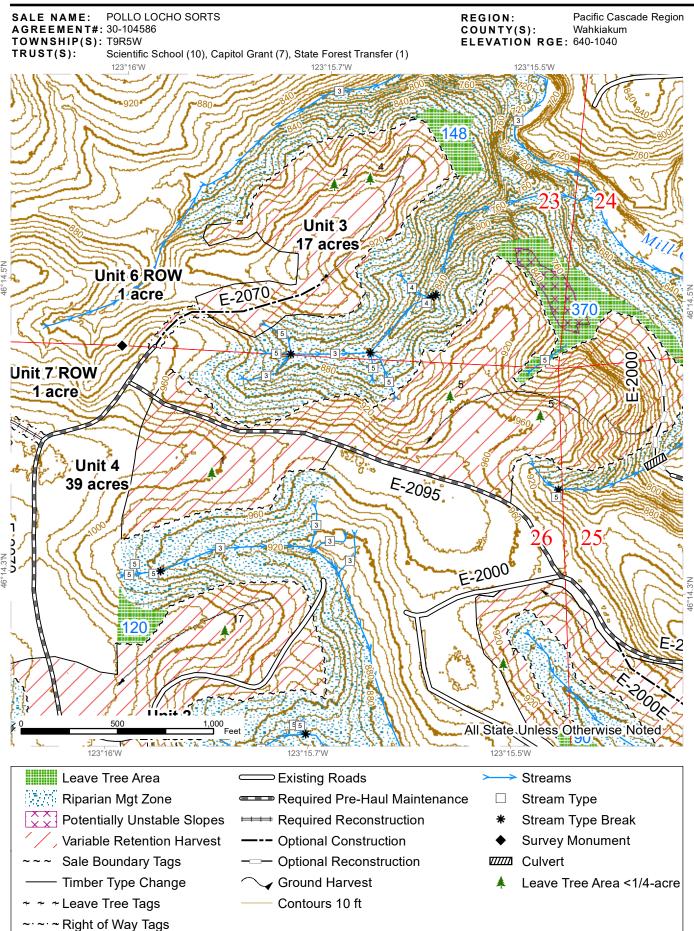
All parties must make their own assessment of the taxable or non-taxable status of any work performed under the timber sale contact. The Department of Revenue bears responsibility for determining forest road excise taxes. The Department of Natural Resources developed this form to help estimate the impact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

(Revised 9/18)

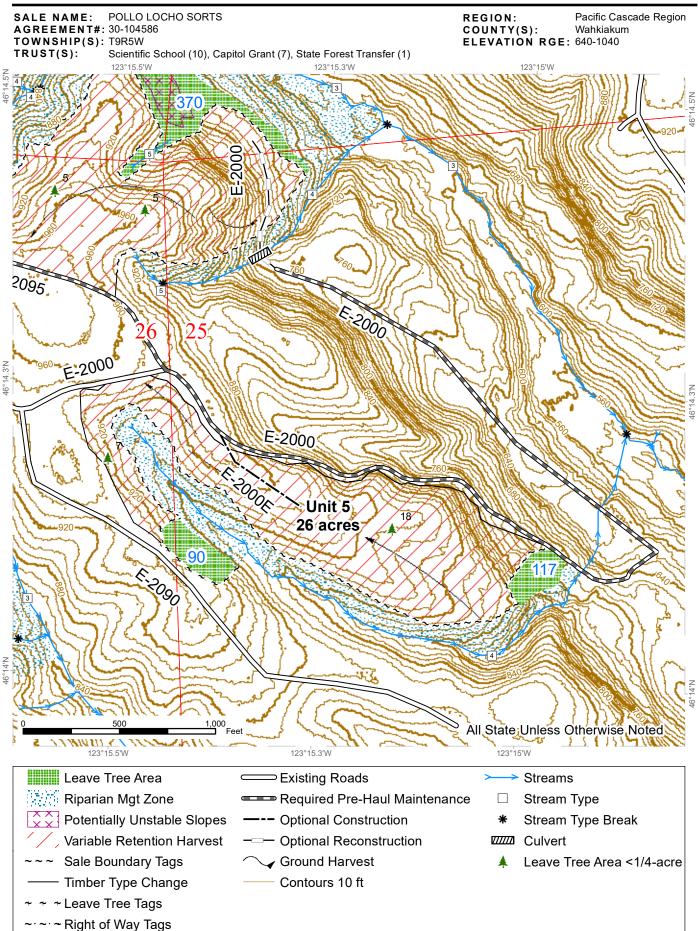


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CONTRACTOR CERTIFICATION RESPONSIBLE BIDDER CRITERIA – WAGE LAW COMPLIANCE

WASHINGTON STATE PROCUREMENT OF GOODS & SERVICES CONTRACTS

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

SOLICITATION DATE: Month, Day, Year
I hereby certify, on behalf of the firm identified below, as follows (check one):
No Wage Violations. This firm has <u>NOT</u> been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in <u>RCW 49.48.082</u> , any provision of RCW chapters <u>49.46</u> , <u>49.48</u> , or <u>49.52</u> within three (3) years prior to the date of the above-referenced procurement solicitation date.
OR
VIOLATIONS OF WAGE LAWS. This firm has been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW chapters 49.46, 49.48, or 49.52 within three (3) years prior to the date of the above-referenced procurement solicitation date.
I hereby certify, under penalty of perjury under the laws of the State of Washington, that the certifications herein are true and correct and that I am authorized to make these certifications on behalf of the firm listed herein.
PRINT FULL LEGAL ENTITY NAME OF FIRM SUBMITTING BID
SIGNATURE OF AUTHORIZED PERSON DATE SIGNED
PRINTED NAME OF PERSON MAKING CERTIFICATION FOR FIRM
TITLE OF PERSON SIGNING CERTIFICATE
PRINT COUNTY AND STATE WHERE SIGNED
Return this contractor certification to the solicitation coordinator listed in the solicitation document.

Page 1 of 1

DNR Solicitation No.