

Washington DNR Timber Sales Program

Updated information is being provided for **Daisy Chain** timber sale documents as follows:

Documents amended:

Brief Description	DATE	Initials
Language was added to the H-140 clause to add Pink Fawn Lily protection restrictions.	3/13/2023	KK



TIMBER NOTICE OF SALE

SALE NAME: *DAISY CHAIN*

AGREEMENT NO: 30-103890

AUCTION: March 29, 2023 starting at 10:00 a.m.,
Olympic Region Office, Forks, WA

COUNTY: Clallam

SALE LOCATION: Sale located approximately 13 miles Southwest of Forks WA

**PRODUCTS SOLD
AND SALE AREA:**

All timber except trees marked with a band of blue paint or bounded out by leave tree area tags; bounded by timber sale boundary tags and SR 113 Road in Unit 1; timber sale boundary tags in Unit 2.

All forest products above located on part(s) of Sections 20 all in Township 30 North, Range 12 West, Sections 31 all in Township 30 North, Range 11 West, W.M., containing 56 acres, more or less.

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

ESTIMATED SALE VOLUMES AND QUALITY:

Species	Avg DBH	Ring Count	Total MBF	MBF by Grade								
				1P	2P	3P	SM	1S	2S	3S	4S	UT
Spruce	19.3	5	488						266	177	46	
Douglas fir	15.4	6	486						70	333	81	2
Hemlock	16.4		69						14	39	17	
Sale Total			1,043									

MINIMUM BID: \$187,000.00

BID METHOD: Sealed Bids

PERFORMANCE

SECURITY: \$37,400.00

SALE TYPE: Lump Sum

EXPIRATION DATE: October 31, 2024

ALLOCATION: Export Restricted

BID DEPOSIT: \$18,700.00 or Bid Bond. Said deposit shall constitute an opening bid at the appraised price.

HARVEST METHOD: Ground 100% rubber tire skidders allowed only if rutting and skidding requirements can be met and a harvest plan is submitted and approved by the Contract Administrator.

ROADS: 46.75 stations of optional prehaul maintenance.

ACREAGE DETERMINATION

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

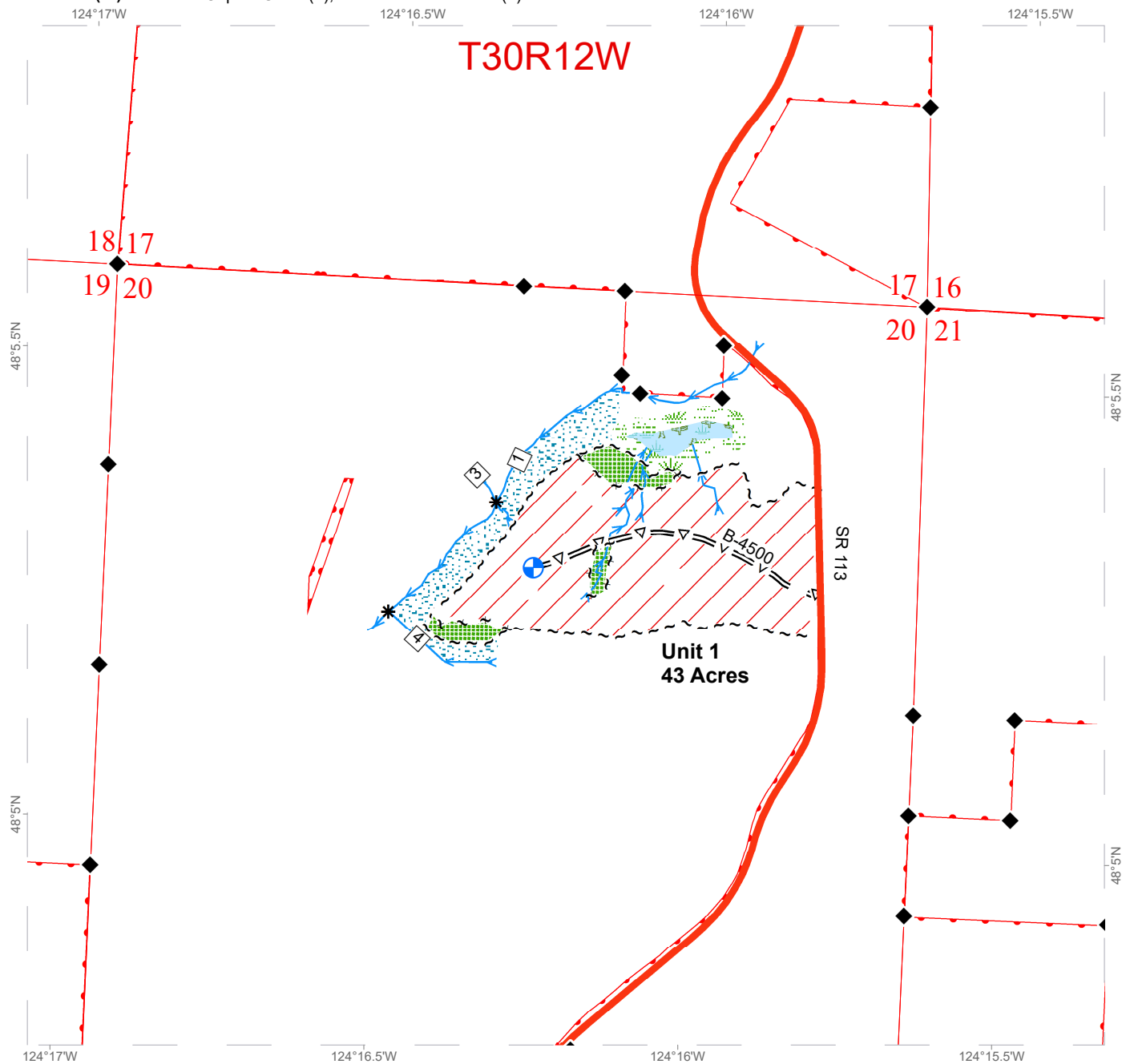
FEES: \$17,731.00 is due on day of sale. \$9.00 per MBF is due upon removal. These are in addition to the bid price.

SPECIAL REMARKS: None.

TIMBER SALE MAP

SALE NAME: DAISY CHAIN
AGREEMENT #: 30-103890
TOWNSHIP(S): T30R11W, T30R12W
TRUST(S): Capitol Grant (7), State Forest Transfer (1)

REGION: Olympic Region
COUNTY(S): Clallam
ELEVATION RGE: 480'-680'



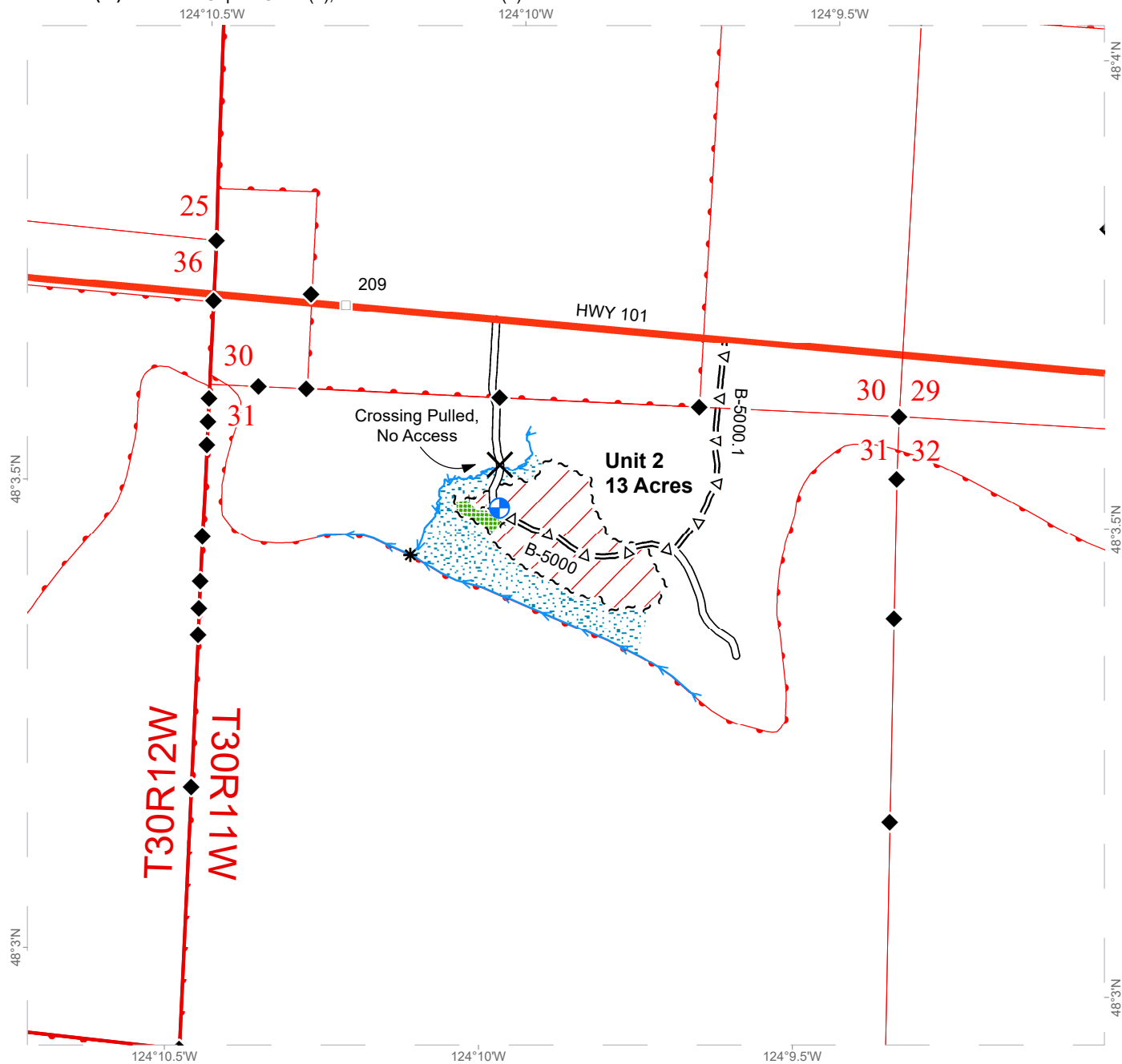
All State Unless Otherwise Noted
 All Streams Type 5 Unless Otherwise Noted

Variable Retention Harvest	Streams	Public Land Survey Sections
Leave Tree Area	Stream Type	DNR Managed Lands
Riparian Mgt Zone	Stream Type Break	Survey Monument
Forested Wetland	Proposed Landing	
Wetland Mgt Zone	Optional Pre-Haul Maintenance	
Sale Boundary Tags	Highway	
Leave Tree Tags	Public Land Survey Townships	

TIMBER SALE MAP

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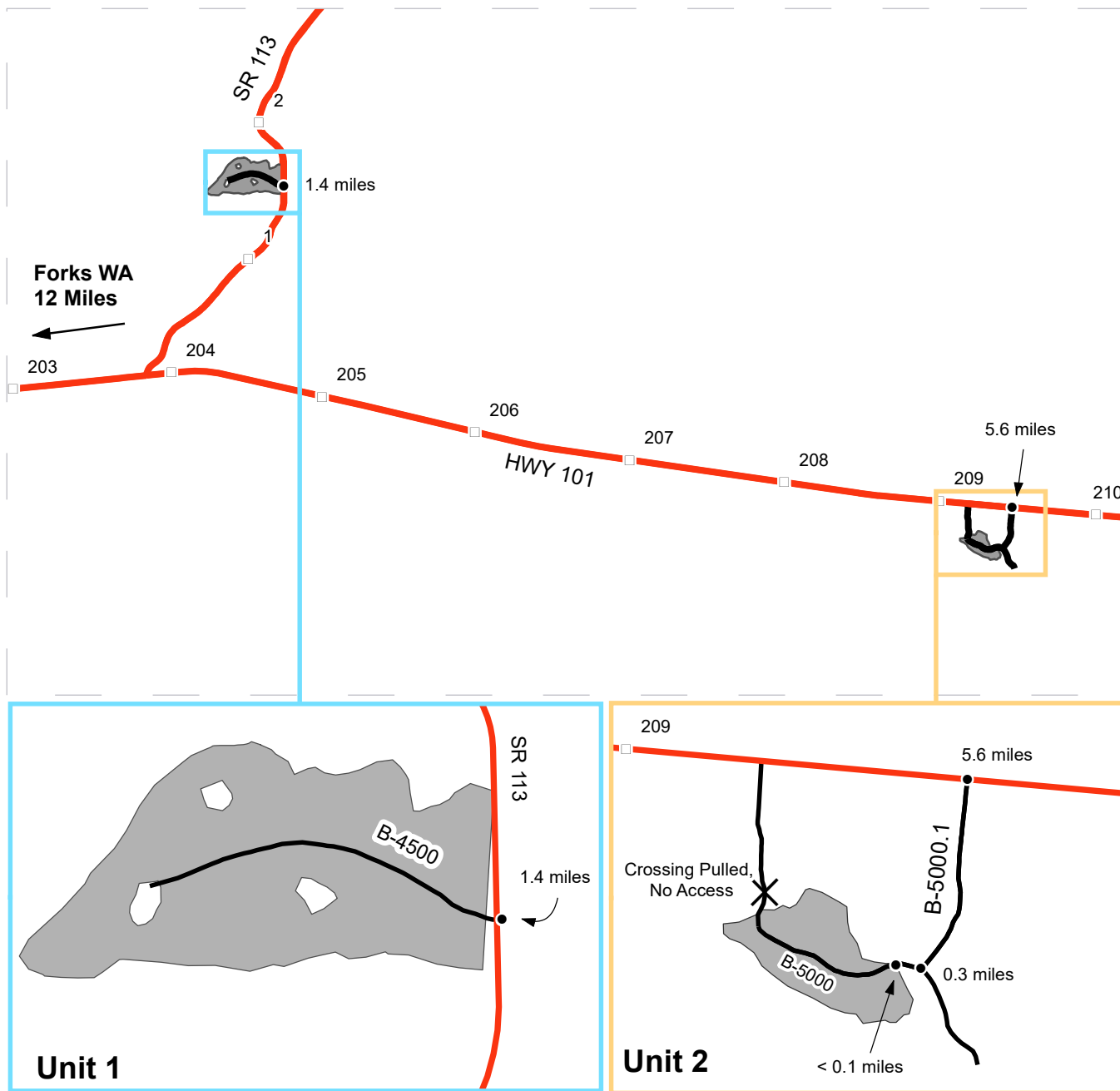
	Variable Retention Harvest		Stream Type Break		Public Land Survey Sections
	Leave Tree Area		Proposed Landing		DNR Managed Lands
	Riparian Mgt Zone		Road Block		Survey Monument
	Sale Boundary Tags		Existing Road		
	Leave Tree Tags		Optional Pre-Haul Maintenance		
	Streams		Highway		
	Stream Type		Public Land Survey Townships		



DRIVING MAP

SALE NAME: DAISY CHAIN
AGREEMENT#: 30-103890
TOWNSHIP(S): T30R11W, T30R12W
TRUST(S): Capitol Grant (7), State Forest Transfer (1)

REGION: Olympic Region
COUNTY(S): Clallam
ELEVATION RGE: 480'-680'



Map may not be to scale

- Sale Area
- Highway
- Haul Route
- Mile Post Markers
- Distance Indicator
- X Road Block

DRIVING DIRECTIONS:

Unit 1: From Forks, WA drive north 12 miles on HWY 101. At the HWY 101 and SR 113 junction turn left on to SR 113 and continue for 1.4 miles. Turn left on to B-4500 to reach Unit 1.

Unit 2: From the HWY 101 and SR 113 junction continue east on HWY 101 for 5.6 miles. Turn right on to B-5000.1. Continue for 0.3 turn right on to B-5000. Continue for less than 0.1 miles to reach Unit 2.



**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

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

Export Restricted Lump Sum AGREEMENT NO. 30-0103890

SALE NAME: DAISY CHAIN

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

Section G: General Terms

G-001 Definitions

The following definitions apply throughout this contract;

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

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

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

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

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

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

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

G-011 Right to Remove Forest Products and Contract Area

Purchaser was the successful bidder on March 29, 2023 and the sale was confirmed on _____. The State, as owner, agrees to sell to Purchaser, and Purchaser agrees to purchase as much of the following forest products as can be cut and removed during the term of this contract: All timber except trees marked with a band of blue paint or bounded out by leave tree area tags; bounded by timber sale boundary tags and SR 113 Road in Unit 1; timber sale boundary tags in Unit 2.

All forest products above located on approximately 56 acres on part(s) of Section 20 in Township 30 North, Range 12 West, Section 31 in Township 30 North, Range 11 West W.M. in Clallam County(s) as designated on the sale area and as shown on the attached timber sale map.

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

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

G-020 Inspection By Purchaser

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

G-025 Schedules

The following attached schedules are hereby incorporated by reference:

Schedule	Title
A	SLASH PILING SPECS
B	GREEN TREE RETENTION PLAN

G-031 Contract Term

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

G-040 Contract Term Adjustment - No Payment

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

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

G-051 Contract Term Extension - Payment

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

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

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

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

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

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

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

G-053 Surveys - Sensitive, Threatened, Endangered Species

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

G-060 Exclusion of Warranties

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

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

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

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

G-061 Inadvertent Discovery of Cultural Resources

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

G-062 Habitat Conservation Plan

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

By signing this contract, Purchaser agrees to comply with the terms and conditions of the ITP, and the HCP, which shall become terms of this contract. The State agrees to authorize the lawful activities of the Purchaser carried out pursuant to this contract, PROVIDED the Purchaser remains in compliance with the terms and conditions of both

the HCP and ITP. The requirements set forth in this contract are intended to comply with the terms and conditions of the HCP and ITP. Accordingly, non-compliance with the terms and conditions of the HCP and ITP will render the authorization provided in this paragraph void, be deemed a breach of the contract and may subject Purchaser to liability for violation of the Endangered Species Act.

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

G-063 Incidental Take Permit Notification Requirements

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

G-064 Permits

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

G-065 Regulatory Disclaimer

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

G-066 Governmental Regulatory Actions

a. Risk

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

b. Sale Area

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

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

c. Adjustment of Price

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

G-070 Limitation on Damage

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

G-080 Scope of State Advice

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

G-091 Sale Area Adjustment

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

G-101 Forest Products Not Designated

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

The pricing schedule has not been set for the sale.

G-106 Adding Naturally Damaged Forest Products

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

G-111 Title and Risk of Loss

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

G-116 Sustainable Forestry Initiative® (SFI) Certification

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

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

G-120 Responsibility for Work

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

G-121 Exceptions

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

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

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

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

1. Failure of (a) required improvements or roads designated in clause C-050, or (b) required or optional construction completed to the point that authorization to haul has been issued;
2. Caused by a single event from forces beyond the control of Purchaser, its employees, agents, or invitees, including independent contractors; and

3. Includes, but is not limited to natural disasters such as earthquakes, volcanic eruptions, landslides, and floods.

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

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

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

G-140 Indemnity

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

G-150 Insurance

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

All insurance and surety bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. If an insurer is not admitted, all insurance

policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

expense" as provided in the 1990 or later editions of CA 00 01. Purchaser waives all rights against State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

G-160 Agents

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

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

G-170 Assignment and Delegation

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

G-180 Modifications

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

G-190 Contract Complete

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

G-200 Notice

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

G-210 Violation of Contract

G-220 State Suspends Operations

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

G-210 Violation of Contract

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

G-220 State Suspends Operations

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

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

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

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

G-230 Unauthorized Activity

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

G-240 Dispute Resolution

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

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

G-250 Compliance with All Laws

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

G-260 Venue

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

G-270 Equipment Left on State Land

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

damages to or loss of the equipment or damage caused by the moving, storing or disposal of the equipment.

G-280 Operating Release

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

G-310 Road Use Authorization

Purchaser is authorized to use the following State roads and roads for which the State has acquired easements and road use permits; B-4500, B-5000, B-5000.1, and Mary Clark Pit Access Roads. The State may authorize in writing the use of other roads subject to fees, restrictions, and prior rights.

G-330 Pre-work Conference

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

G-340 Preservation of Markers

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

G-360 Road Use Reservation

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

G-430 Open Fires

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

Section P: Payments and Securities

P-011 Initial Deposit

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

P-020 Payment for Forest Products

Purchaser agrees to pay the total, lump sum contract price of \$27,118.00. The total contract price consists of a \$0.00 contract bid price plus \$27,118.00 in fees. Fees collected shall be retained by the state unless the contract is adjusted via the G-066 clause. Purchaser shall be liable for the entire purchase price, and will not be entitled to any refunds or offsets unless expressly stated in this contract.

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

P-045 Guarantee of Payment

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

P-050 Billing Procedure

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

P-080 Payment Account Refund

Advance payments made under P-045 or P-045.2 remaining on account above the value for the charges shall be returned to Purchaser within 30 days following the final report

of charges. Refunds not made within the 30 day period will accrue interest at the interest rate, as established by WAC 332-100-030, computed on a daily basis until paid.

P-090 Performance Security

Purchaser agrees to furnish, within 30 days of the confirmation date, security acceptable to the State in the amount of \$37,400.00. The Security provided shall guarantee performance of all provisions of this contract and payment of any damages caused by operations under this contract or resulting from Purchaser's noncompliance with any rule or law. Acceptable performance security may be in the form of a performance bond, irrevocable letter of credit, cash, savings or certificate of deposit account assignments, and must name the State as the obligee or beneficiary. A letter of credit must comply with Title 62A RCW, Article 5. Performance security must remain in full force over the duration of the contract length. Surety bonds issued shall conform to the issuance and rating requirements in clause G-150. The State shall retain the performance security pursuant to RCW 79.15.100. Purchaser shall not operate unless the performance security has been accepted by the State. If at any time the State decides that the security document or amount has become unsatisfactory, Purchaser agrees to suspend operations and, within 30 days of notification, to replace the security with one acceptable to the State or to supplement the amount of the existing security.

P-100 Performance Security Reduction

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

Section H: Harvesting Operations

H-001 Operations Outside the Sale Boundaries

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

H-013 Reserve Tree Damage Definition

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

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

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

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

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

H-017 Preventing Excessive Soil Disturbance

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

H-035 Fall Trees Into Sale Area

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

H-040 Purchaser Harvest Plan

Purchaser shall, as part of the plan of operations, prepare an acceptable harvest plan for utilizing rubber tired skidders in sale area. The plan shall address the location and timing of desired use, which are part(s) of this contract. The harvest plan shall be approved by the Contract Administrator prior to beginning the harvest operation. Purchaser shall not deviate from the harvest plan without prior written approval by the Contract Administrator.

H-051 Branding and Painting

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

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

H-080 Snags Not to be Felled

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

H-120 Harvesting Equipment

Forest products sold under this contract shall be harvested and removed using ground based methods, except rubber tired skidders are only allowed if rutting and skidding

requirements can be met and a harvest plan is submitted and approved by the Contract Administrator. Authority to use other equipment or to operate outside the equipment specifications detailed above must be approved in writing by the State.

H-140 Special Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

1. While felling timber, 1 warning sign must be posted on the B-4500, and B-5000.1 roads.

2. The Purchaser shall notify all employees and contractors working on this sale that any danger tree, marked or unmarked, may be felled. Any felled marked danger tree shall be replanted with a suitable tree of similar size and species as approved by the Contract Administrator.

3. No parking, processing, log decking or yarding is allowed in or through restricted area on the B-4500 (station 2+30 to 5+40) of Unit 1.

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

H-190 Completion of Settings

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

H-220 Protection of Residual or Adjacent Trees

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

H-230 Tops and Limbs Outside the Sale Boundary

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

Section C: Construction and Maintenance

C-040 Road Plan

Road construction and associated work provisions of the Road Plan for this sale, dated 2/23/2023 are hereby made a part of this contract.

C-050 Purchaser Road Maintenance and Repair

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

C-060 Designated Road Maintainer

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

Section S: Site Preparation and Protection**S-001 Emergency Response Plan**

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

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

S-010 Fire Hazardous Conditions

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

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

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

S-020 Extreme Hazard Abatement

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

S-035 Logging Debris Clean Up

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

S-050 Cessation of Operations for Low Humidity

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

S-060 Pump Truck or Pump Trailer

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

S-130 Hazardous Materials

a. Hazardous Materials and Waste - Regulatory Compliance

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

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

b. Hazardous Materials Spill Prevention

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

c. Hazardous Materials Spill Containment, Control and Cleanup

If safe to do so, Purchaser shall take immediate action to contain and control all hazardous material spills. Purchaser shall ensure that enough quick response spill kits capable of absorbing 10 gallons of oil, coolant, solvent or contaminated water are available on site to quickly address potential spills from any piece of equipment at all times throughout active operations. If large quantities of bulk fuel/other hazardous materials are stored on site, Purchaser must be able to effectively control a container leak and contain &

recover a hazmat spill equal to the largest single on site storage container volume. (HAZWOPER reg. 29CFR 1910.120 (j) (1) (vii)).

d. Hazardous Material Release Reporting

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

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

S-131 Refuse Disposal

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

Section D: Damages

D-013 Liquidated Damages or Failure to Perform

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

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

D-041 Reserve Tree Excessive Damage

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

SIGNATURES

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

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

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Purchaser

Mona Griswold
Olympic Region Manager

Print Name

Date: _____
Address: _____

Date: _____

DRAFT

DRAFT

DRAFT

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

STATE OF _____)

COUNTY OF _____)

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

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

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

Notary Public in and for the State of

My appointment expires _____

Schedule A
SLASH PILING SPECS

Specifications for Slash Piling

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

1. Piles shall be a minimum of 12 feet tall by 8 feet wide to a maximum of 30 feet tall and 16 feet wide. Piles shall be cone shaped and stable.
2. Piles shall be free of topsoil, large rotten logs and large stumps. No material larger than 8 inches in diameter shall be piled. Any burnable material shall be well scattered.
3. Piles shall not be placed on large stumps or logs.
4. Piles shall be stacked a minimum of 50 feet from all unit boundaries, Riparian Management Zones, leave tree areas and any standing timber; a minimum of 100 feet from any public roads and highways; and a minimum of 200 feet from any structures.
5. Piling shall be completed using an approved hydraulic shovel and grapples.
6. Slash and displaced soil shall be removed from swales and natural drainage channels concurrent with yarding.
7. Slash shall be placed in skid roads or ahead of machinery. Slash which accumulates on landings and/or roads shall be lopped and scattered within the harvest area or as designated by the Contract Administrator.
8. Slash generated during cable yarding shall be stacked in dirt free piles and shall not block roads or interfere with functioning of drainage structures, ditches, or stream channels.

Schedule B
GREEN TREE RETENTION PLAN

Leave the following as directed by the Contract Administrator:

1. All trees marked with a blue band of paint and all leave tree area clumps shall remain standing.

The perimeter of the leave tree clumps are designated by Leave Tree Area tags. The tags face outward from the leave tree clumps.

Unit #	# of Individually Marked Trees	# of Clumps	# of Trees Clumped	Total # of Leave Trees
1	110	3	247	357
2	51	1	60	111



WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES

FOREST EXCISE TAX ROAD SUMMARY SHEET

Region:

Timber Sale Name:

Application Number:

EXCISE TAX APPLICABLE ACTIVITIES

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

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

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

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

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

EXCISE TAX EXEMPT ACTIVITIES

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

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

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

(Revised 9/18)

PRE-CRUISE NARRATIVE

Sale Name: DAISY CHAIN	Region: Olympic
Agreement #: 30-103890	District: Coast
Contact Forester: Ariel Montgomery Phone / Location: 360-640-4679	County(s): Clallam
Alternate Contact: Mike Potter Phone / Location: 360-640-0722	Other information:

Type of Sale: Lump Sum	
Harvest System: Ground based	100%

UNIT ACREAGES AND METHOD OF DETERMINATION:

Unit # Harvest R/W or RMZ WMZ	Legal Description (Enter only one legal for each unit) Sec/Twp/Rng	Grant or Trust	Gross Proposal Acres	Deductions from Gross Acres (No harvest acres)				Net Harvest Acres	Acreage Determination (List method and error of closure if applicable)
				RMZ/ WMZ Acres	Leave Tree Acres	Existing Road Acres	Other Acres (describe)		
1	T30R12WS20	1	61	12	5	1		43	GPS (Garmin)
2	T30R11WS31	7	26	11	1	1		13	GPS (Garmin)
TOTAL ACRES			87	23	6	2		56	

Unit #	Harvest Prescription: (Leave, take, paint color, tags, flagging etc.)	Special Management areas:	Other conditions (# leave trees, etc.)
1	<p>Harvest Boundaries: Timber sale boundary tags, pink flagging, red flashers, blue paint, timber type change, and roads.</p> <p>Leave Tree Areas: Leave tree area tags, pink flagging, red flashers, and blue paint.</p> <p>Individual Leave Trees: Blue paint.</p>		<p>Individual Leave Trees: 110</p> <p>Clumped Leave Trees: 247</p> <p>Total Leave Trees: 357</p>

2	Harvest Boundaries: Timber sale boundary tags, pink flagging, red flashers, blue paint, timber type change, and roads.		Individual Leave Trees: 51
	Leave Tree Areas: Leave tree area tags, pink flagging, red flashers, and blue paint.		Clumped Leave Trees: 65
	Individual Leave Trees: Blue paint.		Total Leave Trees: 116

OTHER PRE-CRUISE INFORMATION:

Unit #	Primary, secondary Species / Estimated Volume (MBF)	Access information (Gates, locks, etc.)	Photos, traverse maps required
1	Sitka Spruce Douglas-fir	Walk in on B-4500	See cruise map
2	Western Hemlock	Walk in on B-5000	See cruise map
TOTAL MBF	Click here to enter total mbf.		

REMARKS:

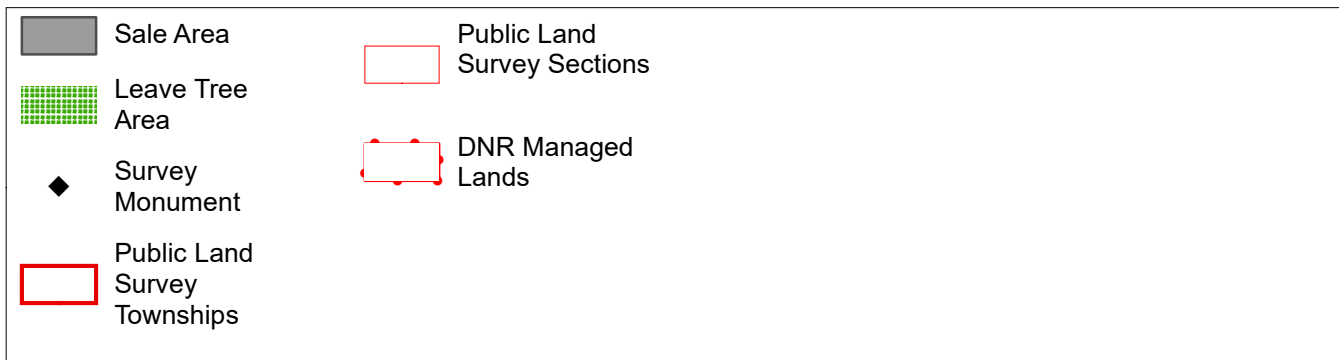
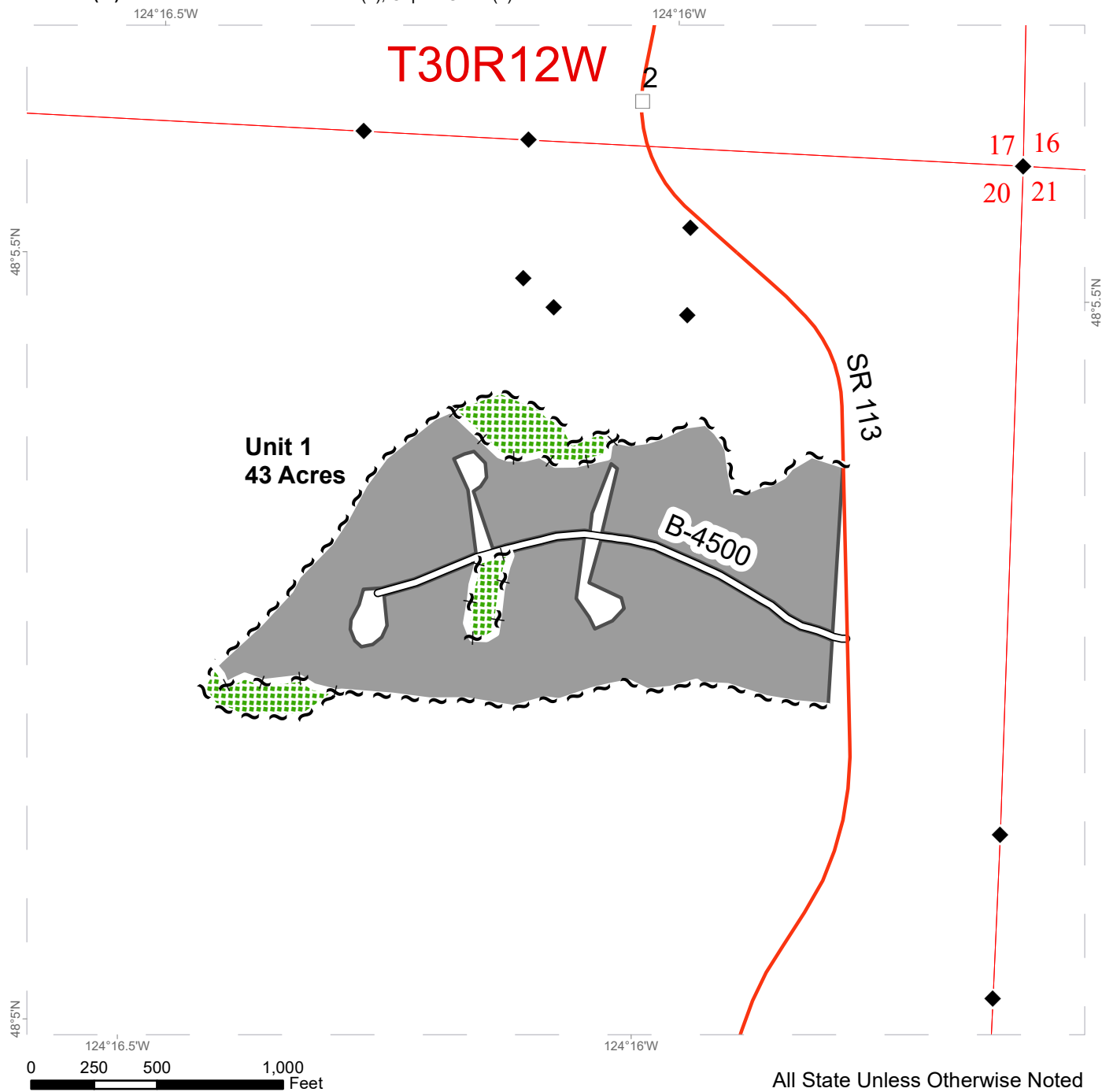
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Prepared By: Ariel Montgomery Date: 7/21/2022	Title: Forester	CC:
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PRE CRUISE MAP

SALE NAME: DAISY CHAIN
AGREEMENT #:
TOWNSHIP(S): T30R11W, T30R12W
TRUST(S): State Forest Transfer (1), Capitol Grant (7)

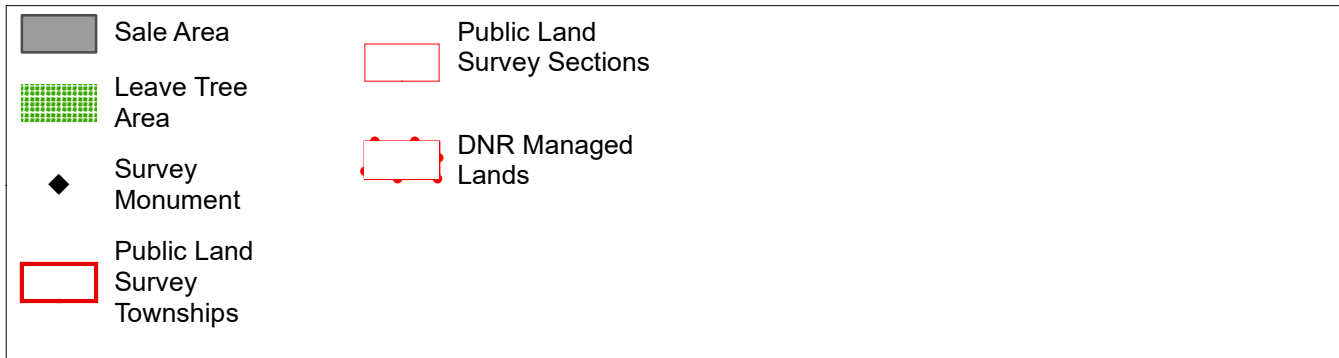
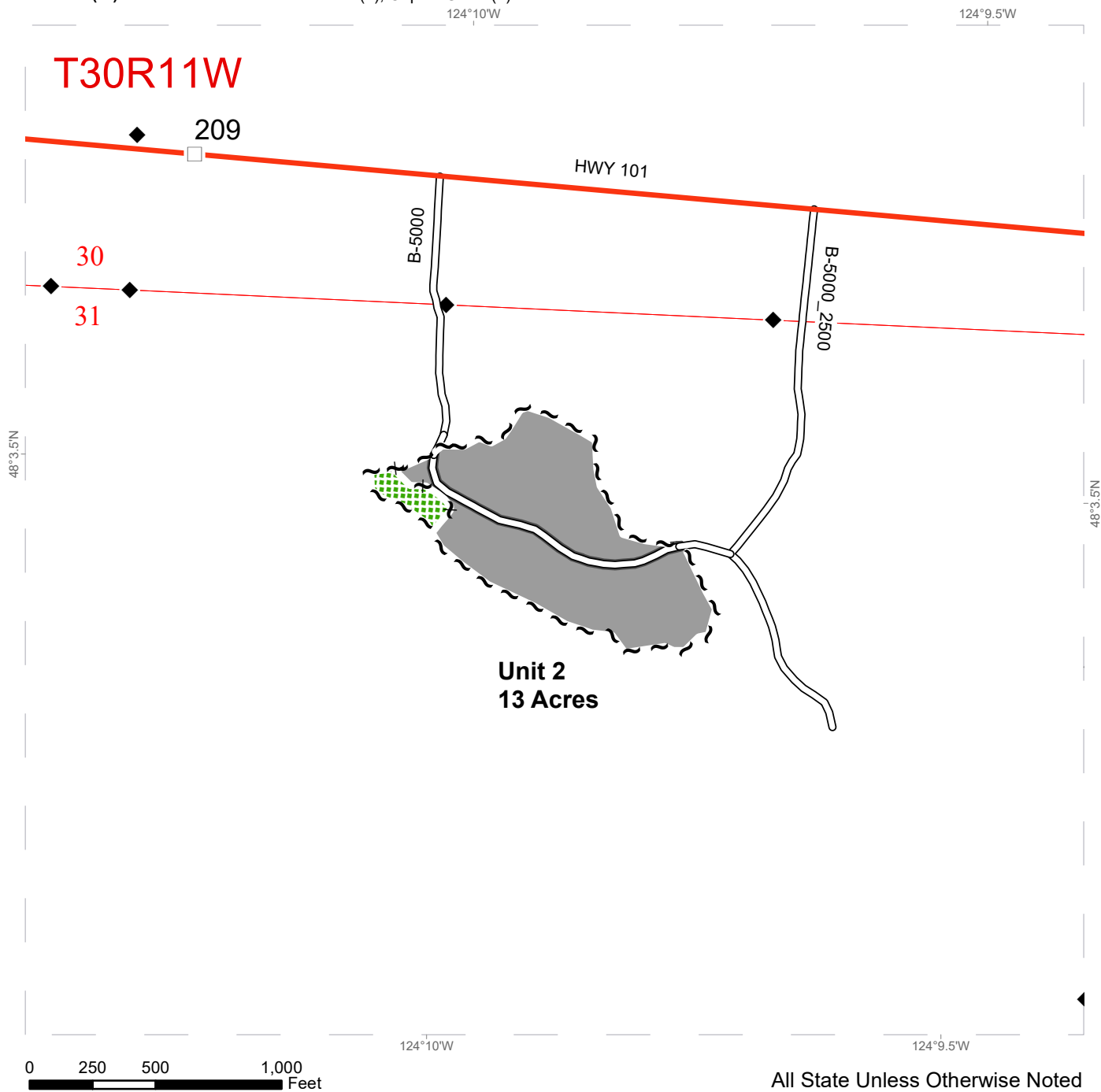
REGION: Olympic Region
COUNTY(S): Clallam
ELEVATION RGE:



PRE CRUISE MAP

SALE NAME: DAISY CHAIN
AGREEMENT #:
TOWNSHIP(S): T30R11W, T30R12W
TRUST(S): State Forest Transfer (1), Capitol Grant (7)

REGION: Olympic Region
COUNTY(S): Clallam
ELEVATION RGE:



Timber Sale Cruise Report Daisy Chain

Sale Name: DAISY CHAIN

Sale Type: LUMP SUM

Region: OLYMPIC

District: OZETTE

Lead Cruiser: Kevin Peterson

Other Cruisers:

Cruise Narrative:

Location:

This sale is located north of Forks with Unit 1 off of US 113 and Unit 2 off of US 101. Access to both units is pretty good.

Cruise Design:

For this sale I used a 40 BAF for Unit 1 and a 54.44 BAF for Unit 2.

Merch height was determined at 40% of the diameter at 16'. All logs were cruised in 40' lengths.

Timber Quality:

Unit 1 was a recent thinning that has large SS left over as its residual species. There is a DF component on the east side of the unit.

Unit 2 is mostly 50 year old DF with some WH mixed in.

Common defects found on the sale were sweep, forked tops and spike knots.

Logging and Stand Conditions:

This sale is 100% ground based harvest and is really easy to walk through.

Timber Sale Notice Volume (MBF)

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	2 Saw	3 Saw	4 Saw	Utility
SS	19.3	5.0		488	266	177	46	
DF	15.4	6.0		486	70	333	81	2
WH	16.4			69	14	39	17	
ALL	16.0	5.6		1,043	350	548	143	2

Timber Sale Notice Weight (tons)

Sp	Tons by Grade				
	All	2 Saw	3 Saw	4 Saw	Utility
DF	5,231	694	3,663	854	20
SS	4,203	2,086	1,659	457	
WH	849	164	434	252	
ALL	10,283	2,944	5,756	1,564	20

Timber Sale Overall Cruise Statistics (Cut + Leave Trees)

BA (sq ft/acre)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR SE (%)	Net Vol (bf/acre)	Vol SE (%)
205.4	4.7	91.6	3.4	18,815	5.8

Timber Sale Unit Cruise Design

Unit	Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
DAISY CHAIN U1	B1C: VR, 1 BAF (40) Measure/Count Plots, Sighting Ht = 0 ft	43.0	50.9	30	10	0
DAISY CHAIN U2	B2C: VR, 2 BAF (54.44, 40 for some species) Measure/Count Plots, Sighting Ht = 0 ft	13.0	15.0	10	5	0
All		56.0	65.9	40	15	0

Timber Sale Log Grade x Sort Summary

Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
DF	LIVE	2 SAW	Domestic	12.9	40	1,422	1,248	12.2	694.2	69.9
DF	LIVE	3 SAW	Domestic	8.1	40	6,317	5,947	5.9	3,662.8	333.0
DF	LIVE	4 SAW	Domestic	5.2	25	1,489	1,440	3.2	853.9	80.7
DF	LIVE	UTILITY	Pulp	5.1	21	39	39	0.0	19.8	2.2
SS	LIVE	2 SAW	Domestic	14.2	40	4,781	4,752	0.6	2,086.2	266.1
SS	LIVE	3 SAW	Domestic	9.4	38	3,155	3,155	0.0	1,659.1	176.7
SS	LIVE	4 SAW	Domestic	5.8	25	813	813	0.0	457.4	45.5
WH	LIVE	2 SAW	Domestic	12.0	40	284	242	14.8	163.5	13.5
WH	LIVE	3 SAW	Domestic	8.6	40	746	688	7.7	433.7	38.6
WH	LIVE	4 SAW	Domestic	5.3	21	310	296	4.4	252.3	16.6

Timber Sale Log Sort x Diameter Bin Summary

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 8	LIVE	Pulp	5.1	21	39	0.0	19.8	2.2
DF	5 - 8	LIVE	Domestic	6.3	32	5,175	4.6	3,227.9	289.8
DF	9 - 11	LIVE	Domestic	10.0	39	2,212	7.1	1,288.7	123.9
DF	12 - 14	LIVE	Domestic	12.9	40	1,248	12.2	694.2	69.9
SS	5 - 8	LIVE	Domestic	6.3	29	1,533	0.0	910.2	85.8
SS	9 - 11	LIVE	Domestic	11.1	40	2,436	0.0	1,206.3	136.4
SS	12 - 14	LIVE	Domestic	13.4	40	3,101	0.0	1,449.8	173.6
SS	15 - 19	LIVE	Domestic	17.1	40	1,652	1.7	636.4	92.5

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
WH	5 - 8	LIVE	Domestic	6.2	29	465	2.9	355.3	26.0
WH	9 - 11	LIVE	Domestic	11.5	40	520	10.0	330.7	29.1
WH	12 - 14	LIVE	Domestic	12.0	40	242	14.8	163.5	13.5

Cruise Unit Report DAISY CHAIN U1

Unit Sale Notice Volume (MBF): DAISY CHAIN U1

Sp	DBH	Rings/In	Age	MBF Volume by Grade				Utility
				All	2 Saw	3 Saw	4 Saw	
SS	19.3	5.0		488	266	177	46	
DF	14.4	6.0		281		220	59	2
WH	14.0			11		9	2	
ALL	15.7	5.5		781	266	407	106	2

Unit Cruise Design: DAISY CHAIN U1

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1C: VR, 1 BAF (40) Measure/Count Plots, Sighting Ht = 0 ft	43.0	50.9	30	10	0

Unit Cruise Summary: DAISY CHAIN U1

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
SS	17	77	2.6	1
DF	29	71	2.4	1
WH	2	2	0.1	0
ALL	48	150	5.0	2

Unit Cruise Statistics (Cut + Leave Trees): DAISY CHAIN 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 (%)
SS	102.7	89.0	16.3	110.6	19.6	4.8	11,357	91.1	16.9
DF	94.7	98.3	17.9	70.1	24.0	4.5	6,637	101.2	18.5
WH	2.7	380.6	69.5	97.3	0.0	0.0	259	380.6	69.5
ALL	200.0	32.4	5.9	91.3	29.2	4.2	18,253	43.6	7.3

Unit Summary: DAISY CHAIN U1

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	29	ALL	14.4	56	69	6,898	6,543	5.1	82.5	93.3	24.6	281.4
DF	LIVE	LEA	0	ALL	15.0			99	93	5.1	1.1	1.3	0.3	4.0

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
SS	LIVE	CUT	17	ALL	19.3	64	80	11,394	11,357	0.3	50.5	102.7	23.4	488.3
WH	LIVE	CUT	2	ALL	14.0	60	74	259	259	0.0	2.5	2.7	0.7	11.2
ALL	LIVE	CUT	48	ALL	16.4	59	73	18,552	18,159	2.1	135.5	198.7	48.7	780.9
ALL	LIVE	LEA	0	ALL	15.0			99	93	5.1	1.1	1.3	0.3	4.0
ALL	ALL	ALL	48	ALL	16.4	59	73	18,650	18,253	2.1	136.6	200.0	49.0	784.9

Cruise Unit Report DAISY CHAIN U2

Unit Sale Notice Volume (MBF): DAISY CHAIN U2

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	16.8	6.0		204	70	113	22
WH	16.9			58	14	29	15
ALL	16.8	6.0		262	83	142	37

Unit Cruise Design: DAISY CHAIN U2

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B2C: VR, 2 BAF (54.44, 40 for some species) Measure/Count Plots, Sighting Ht = 0 ft	13.0	15.0	10	5	0

Unit Cruise Summary: DAISY CHAIN U2

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	15	31	3.1	2
WH	4	10	1.0	0
ALL	19	41	4.1	2

Unit Cruise Statistics (Cut + Leave Trees): DAISY CHAIN U2

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	168.8	59.8	18.9	96.3	16.2	4.2	16,248	61.9	19.4
WH	54.4	124.7	39.4	81.3	32.2	16.1	4,424	128.8	42.6
ALL	223.2	21.4	6.8	92.6	20.0	4.6	20,672	29.3	8.2

Unit Summary: DAISY CHAIN U2

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	15	ALL	16.8	69	86	17,099	15,723	8.0	106.1	163.3	39.8	204.4
DF	LIVE	LEA	0	ALL	16.0			570	524	8.0	3.9	5.4	1.4	6.8
WH	LIVE	CUT	4	ALL	16.9	59	72	4,913	4,424	9.9	34.9	54.4	13.2	57.5
ALL	LIVE	CUT	19	ALL	16.8	66	82	22,012	20,148	8.5	141.0	217.8	53.1	261.9
ALL	LIVE	LEA	0	ALL	16.0			570	524	8.0	3.9	5.4	1.4	6.8

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
ALL	ALL	ALL	19	ALL	16.8	66	82	22,582	20,672	8.5	144.9	223.2	54.4	268.7

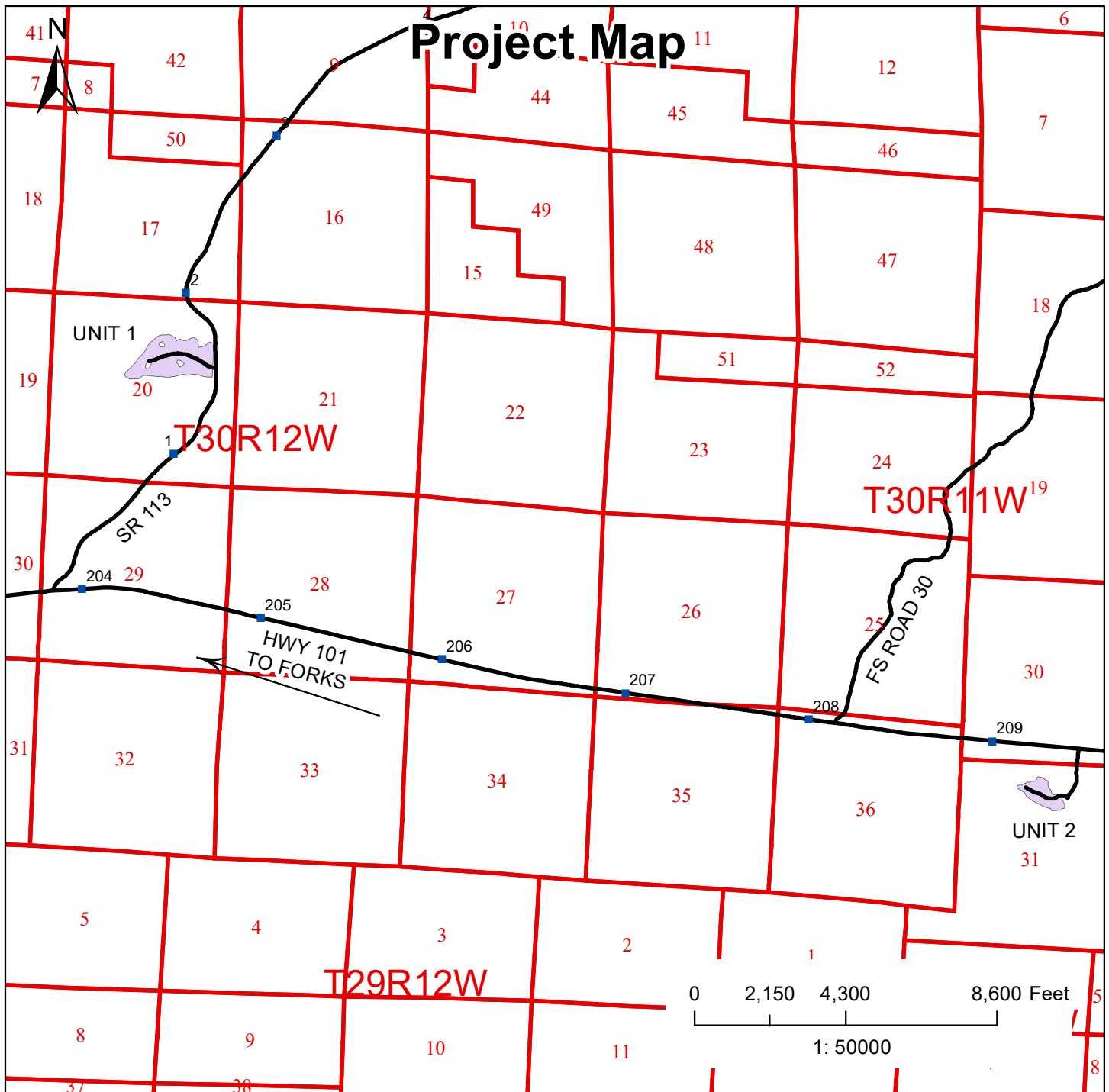
STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
DAISY CHAIN TIMBER SALE ROAD PLAN
CLALLAM COUNTY
COAST DISTRICT

AGREEMENT NO.: 30-103890

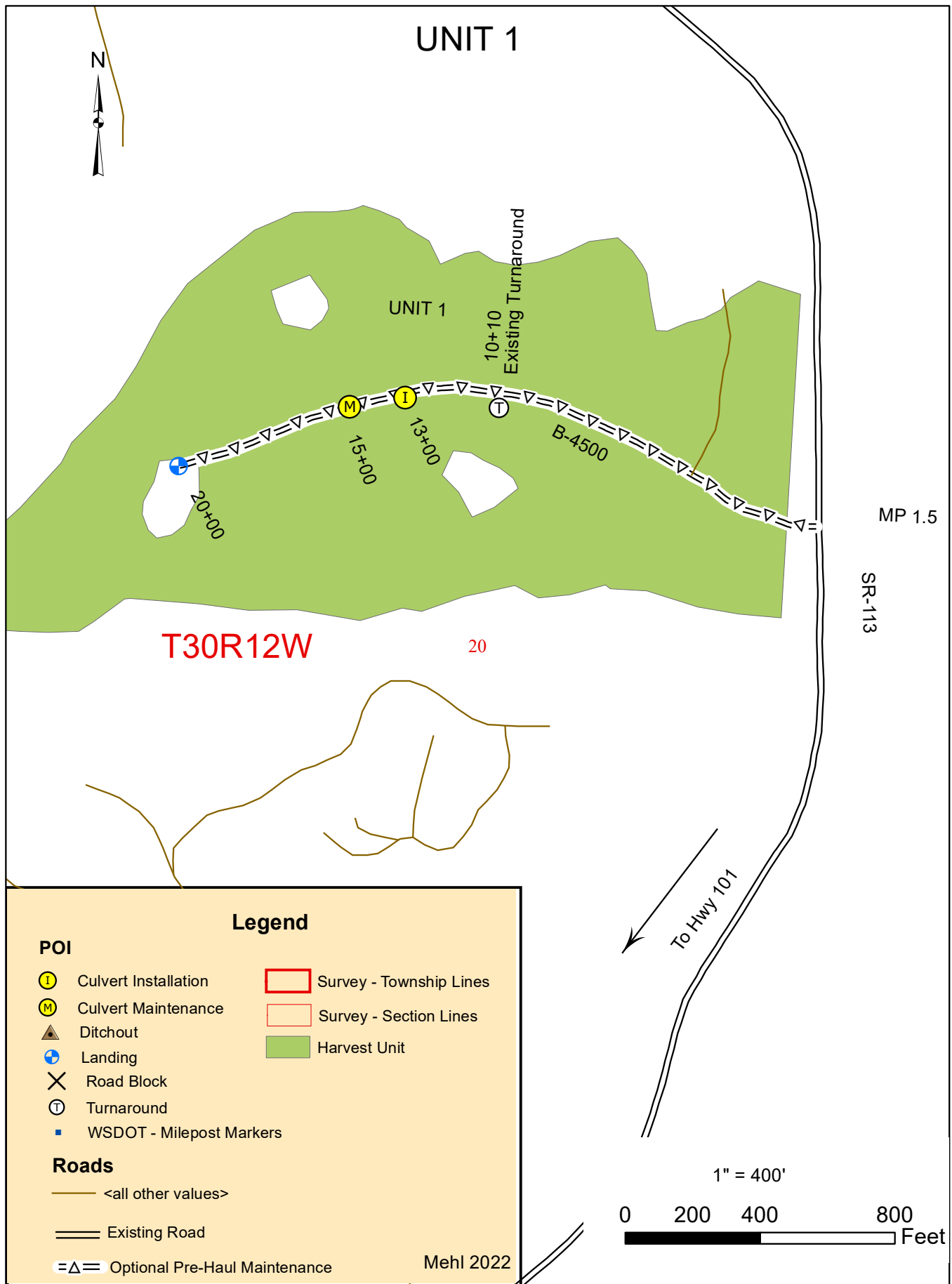
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DATE: 23 FEBRUARY 2023

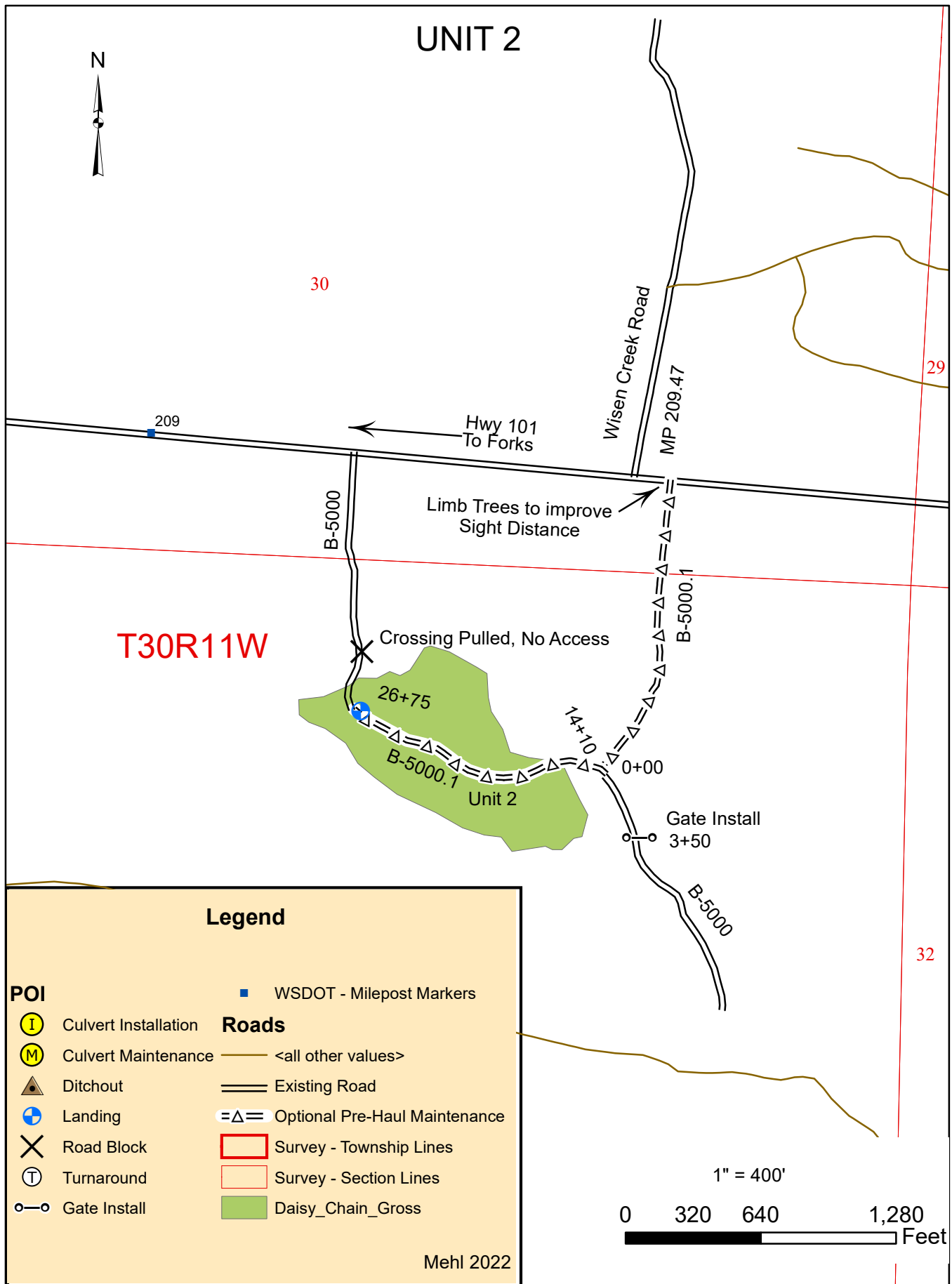
DRAWN AND COMPILED BY: BILL MEHL



DAISY CHAIN TIMBER SALE



DAISY CHAIN TIMBER SALE



SECTION 0 – SCOPE OF PROJECT

0-1 ROAD PLAN SCOPE

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

0-2 REQUIRED ROADS

The specified work on the following roads is required.

<u>Road</u>	<u>Stations</u>	<u>Type</u>
B-5000	1.00	Required Pre-Haul Maintenance (Gate Installation)

0-3 OPTIONAL ROADS

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

<u>Road</u>	<u>Stations</u>	<u>Type</u>
B-4500	20.00	Pre-Haul Maintenance
B-5000.1	26.75	Pre-Haul Maintenance

0-6 PRE-HAUL MAINTENANCE

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

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
B-4500	0+00 - 20+00	Grade and shape road in accordance with Clause 2-5. Clean culverts in accordance with Clause 2-6 and Culvert List. Apply rock in accordance with Rock List. Compact rock in accordance with Compaction List.
B-5000.1	0+00 - 26+75	Limb Trees at road approach to Hwy 101 to improve site distance. Grade and shape road in accordance with Clause 2-5. Brush road in accordance with Clause 3-1 and Brushing Detail. Apply rock in accordance with Rock List. Compact rock in accordance with Compaction List.
B-5000	3+80	Install gate in accordance with Clause 7-76 and Typical Gate Installation Detail.
Total:	46.75	

Maintenance includes, but is not limited to:

Brushing right-of-way, right-of-way debris disposal, cleaning ditches, constructing ditches, installing additional culverts, widening road segments, constructing headwalls, cleaning culvert inlets and outlets, cross drain culvert replacement, installing erosion control materials and sediment removal structures, spot rocking, grading and shaping

existing road surface and turnouts, constructing additional turnouts, compaction of road surface, application of rock, acquisition and application of grass seed and hay.

0-7 POST-HAUL MAINTENANCE

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

0-13 STRUCTURES

The Purchaser shall acquire and install all structures. Requirements for these structures are listed in Section 7 Structures.

SECTION 1 – GENERAL

1-1 ROAD PLAN CHANGES

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

1-2 UNFORESEEN CONDITIONS

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

1-3 ROAD DIMENSIONS

Unless controlled by construction stakes or design data (plan, profile, and cross-sections), road work shall be performed in accordance with the dimensions shown on the Typical Section Sheet and the specifications within this Road Plan.

1-5 DESIGN DATA

Design data is available upon request at the Department of Natural Resources Olympic Region Office in Forks, WA.

1-6 ORDER OF PRECEDENCE

Any conflict or inconsistency in this Road Plan shall 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.

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

1-8 REPAIR OR REPLACEMENT OF DAMAGED MATERIALS

The Purchaser is responsible for the repair or replacement of all materials, roadway infrastructure, and road components damaged during roadwork or operation activities. Repairs and replacements shall be directed by the Contract Administrator. Repairs to structural materials will be made according to the manufacturer's recommendation, and shall not begin without written approval from the Contract Administrator.

1-9 DAMAGED METALLIC COATING

Any 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.

1-10 WSDOT STANDARD SPECIFICATION REFERENCE

References in this road plan to "WSDOT Standard Specifications" mean the Washington State Department of Transportation's Standard Specifications for Road, Bridge, and Municipal Construction 2018 (M41-10).

1-12 SURVEY MONUMENTS

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

SUBSECTION ROAD MARKING

1-15 ROAD MARKING

Road work must be in accordance with the State's marked location. All road work is marked as follows:

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

1-18 REFERENCE POINT DAMAGE

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

SUBSECTION TIMING

1-20 COMPLETE BY DATE

Purchaser shall complete pre-haul road work before the start of timber haul. Gate installation on the B-5000 shall be completed prior to contract expiration.

1-21 HAUL APPROVAL

The Purchaser shall not use roads under this Road Plan without written approval from the Contract Administrator.

1-22 WORK NOTIFICATIONS

On all roads, the Purchaser shall notify the Contract Administrator a minimum of 3 calendar days before work begins.

1-23 ROAD WORK PHASE APPROVAL

Written approval by Contract Administrator needs to be given at these phases of road work:

- Subgrade approval
- Drainage installation
- Subgrade compaction
- Rock application
- Rock compaction

SUBSECTION RESTRICTIONS

1-29 SEDIMENT RESTRICTION

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

1-30 CLOSURE TO PREVENT DAMAGE

In accordance with Contract Clause G-220 State Suspends Operation, the Contract Administrator shall suspend road work or hauling of right-of-way timber, forest products, or rock under the following conditions:

- 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, the Purchaser will be required to cease operations, or perform corrective maintenance or repairs, subject to specifications within this Road Plan. Before and during any suspension, the Purchaser shall protect the work from damage or deterioration.

1-33 SNOW PLOWING RESTRICTION

On all roads, snow plowing shall be permitted only after the execution of a Snow Plowing Agreement, which is available from the Contract Administrator upon request. Purchaser shall request a Snow Plowing Agreement each time plowing occurs. If damage occurs while plowing, further permission to plow may be revoked by the Contract Administrator.

SUBSECTION OTHER INFRASTRUCTURE

1-40 ROAD APPROACHES TO COUNTY ROADS AND STATE HIGHWAYS

At existing road approaches to county roads and state highways, any mud, dirt, rock or other material tracked or spilled on the asphalt surface shall be removed immediately by the Purchaser.

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

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

<u>Road Name</u>
Hwy 101
SR 113

1-41 REQUIREMENTS FOR PAVED ROAD APPROACHES

Requirements for the paved road approaches:

Purchaser shall build up approaches to allow a smooth grade transition. The top of the rock road surfacing must be kept level with the surface of the paved roads at all times.

1-43 ROAD WORK AROUND UTILITIES

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

<u>Road</u>	<u>Stations</u>	<u>Utility</u>	<u>Utility Contact</u>
B-5000	All	Power & Phone	Call 811
B-5000.1	All	Power & Phone	Call 811

SECTION 2 – MAINTENANCE

2-1 GENERAL ROAD MAINTENANCE

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

2-2 ROAD MAINTENANCE – PURCHASER MAINTENANCE

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

2-3 ROAD MAINTENANCE – DESIGNATED MAINTAINER

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

C-060 Designated Roads

<u>Road</u>	<u>Stations</u>
Mary Clark Pit Access Roads	All

2-5 MAINTENANCE GRADING – EXISTING ROAD

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

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
B-4500	0+00 – 20+00	Grade & Shape
B-5000.1	0+00 – 26+75	Grade & Shape

2-6 CLEANING CULVERTS

On the following road(s), all inlets and outlets of culverts shall be cleaned before the start of timber haul and shall be subject to the written approval of the Contract Administrator.

<u>Road</u>	<u>Stations</u>
B-4500	15+00

SECTION 3 – CLEARING, GRUBBING, AND DISPOSAL

SUBSECTION BRUSHING

3-1 BRUSHING

On the following road(s), vegetative material up to 5 inches in diameter, including limbs, shall be cut as shown on the Brushing Detail. Brushing shall be achieved by mechanical cutting of brush, trees, and branches. Root systems and stumps of cut vegetation shall not be disturbed unless directed by the Contract Administrator.

<u>Road</u>	<u>Stations</u>
B-4500	0+00 – 20+00
B-5000.1	0+00 – 26+75

3-2 BRUSHING RESTRICTION

Pulling, digging, pushing over, and other non-cutting methods used for vegetation removal shall not be used for brushing. Excavator buckets, log loaders and similar equipment shall not be used for brushing.

3-3 BRUSH REMOVAL

Remove brushing debris from the road surface, ditchlines, and culvert inlets and outlets. Brush should be disposed of so that it will not fall back onto the road prism.

SUBSECTION CLEARING

3-7 RIGHT-OF-WAY DECKING

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

3-8 PROHIBITED DECKING AREAS

Right-of-way timber shall not be decked in the following areas:

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

SUBSECTION GRUBBING

3-10 GRUBBING

Remove all stumps between the grubbing limits specified on the Typical Section Sheet. Those stumps outside the grubbing limits but with undercut roots shall also be removed. Stump removal shall be accomplished using a hydraulic mounted excavator unless authorized, in writing, by the Contract Administrator. Grubbing shall be completed before starting excavation and embankment.

3-12 STUMP PLACEMENT

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

SUBSECTION ORGANIC DEBRIS

3-20 ORGANIC DEBRIS DEFINITION

Organic debris is defined as all vegetative material not eligible for removal by Contract Clauses G-010 Products Sold And Sale Area or G-011 Right To Remove Forest Products And Contract Area, that is larger than one cubic foot in volume within the grubbing Typical Section Sheet.

3-21 DISPOSAL COMPLETION

All disposal of organic debris, shall be completed before the application of rock.

3-23 PROHIBITED DISPOSAL AREAS

Organic debris shall not be deposited in the following areas:

- Within 5 feet of a cross drain culvert.
- Within 50 feet of a live stream, or wetland.
- On road subgrades road prism 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 will fall into the ditch or onto the road surface.
- Against standing timber.

3-24 BURYING ORGANIC DEBRIS RESTRICTED

Organic debris shall not be buried unless otherwise stated in this Road Plan.

3-25 SCATTERING ORGANIC DEBRIS

Organic debris shall be scattered outside of the grubbing limits in accordance with Clause 3-23 unless otherwise detailed in this Road Plan and as directed by the Contract Administrator.

SUBSECTION PILE

3-31 PILING

Organic debris shall be piled no closer than 20 feet from standing timber and no higher than 20 feet in areas specified in Clause 3-22 Designated Waste Area For Organic Debris. Piles shall be free of rock and soil.

SECTION 4 – EXCAVATION

4-1 EXCAVATOR CONSTRUCTION

All roads shall be constructed, reconstructed, and maintained using a track mounted hydraulic excavator unless stated otherwise within this Road Plan, or permission to do otherwise is granted in writing by the Contract Administrator.

4-2 PIONEERING

Pioneering shall not extend past construction that will be completed during the current construction season. Pioneering shall not extend more than 1000 feet beyond completed construction unless approved in writing by the Contract Administrator. In addition, the following actions shall be taken as pioneering progresses:

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

4-3 ROAD GRADE AND ALIGNMENT STANDARDS

The following road grade and alignment standards shall be followed:

- Grade and alignment shall have smooth continuity, without abrupt changes in direction.
- Maximum grade shall not exceed 18 percent favorable and 16 percent adverse.
- Minimum curve radius is 60 feet at centerline.
- Sag vertical curves shall not have a grade change greater than 5% in 100 feet.
- Crest vertical curves shall not have a grade change greater than 4% in 100 feet.

4-4 SWITCHBACK STANDARDS

A switchback is defined as a curved segment of road between a beginning and end of the same curve, where the change of traffic travel direction is greater than 90 degrees.

The following standards for switchbacks shall be followed:

- Adverse grades on switchbacks shall not exceed 10%.
- Favorable grades through switchbacks shall not exceed 12%.
- Transition grades entering and leaving switchbacks shall not exceed a 5% grade change.
- Transition grades required to meet switchback grade limitations shall be constructed on the tangents preceding and departing from the switchbacks.

4-5 CUT SLOPE RATIO

Unless construction staked or designed excavation slopes shall be constructed no steeper than shown on the following table:

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

4-6 EMBANKMENT SLOPE RATIO

Unless construction staked or designed embankment slopes shall be constructed no steeper than shown on the following table:

<u>Material Type</u>	<u>Embankment Slope Ratio</u>	<u>Embankment Slope Percent</u>
Sandy Soils	2:1	50
Common Earth and Rounded Gravel	1½:1	67
Angular Rock	1¼:1	80

4-7 SHAPING CUT AND FILL SLOPE

Excavation and embankment slopes shall be constructed 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.

SUBSECTION INTERSECTIONS, TURNOUTS AND TURNAROUNDS

4-21 TURNOUTS

Turnouts shall be intervisible with maximum of 1,000 feet between turnouts unless shown otherwise on drawings. Locations shall be adjusted to fit the final subgrade alignment and sight distances. Turnout locations shall be subject to written approval by the Contract Administrator.

4-22 TURNAROUNDS

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

SUBSECTION DITCH CONSTRUCTION

4-25 DITCH CONSTRUCTION AND RECONSTRUCTION

The Purchaser shall construct ditches into the subgrade as specified on the Typical Section Sheet. Excavated slopes shall be consistent with Clause 4-5 Cut Slope Ratio. Ditches shall be constructed concurrently with construction of the subgrade.

4-27 DITCH WORK – MATERIAL USE PROHIBITED

On all roads, pulling ditch material across the road or mixing in with the road surface will not be allowed. Excavated material shall be disposed of as specified in Clause 4-36 through Clause 4-38.

4-28 DITCH DRAINAGE

Ditches must drain to cross-drain culverts or ditchouts.

SUBSECTION WASTE MATERIAL (DIRT)

4-35 WASTE MATERIAL DEFINITION

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

4-36 DISPOSAL OF WASTE MATERIAL

Purchaser may sidecast waste material on side slopes up to 45% if the waste material is compacted and free of organic debris.

4-38 PROHIBITED WASTE DISPOSAL AREAS

Waste material shall not be deposited in the following areas:

- Within 5 feet of a cross drain culvert.
- Within 50 feet of a live stream or wetland.
- Within a riparian management zone.
- On side slopes steeper than 45%.
- In locations that interfere with the construction of the road prism.
- In locations that impede drainage.
- Within the operational area for cable landings.
- Against standing timber.

4-39 WASTE AREA COMPACTION

Excavated material may be deposited adjacent to the road prism on side slopes up to 45% if the waste material is compacted and free of debris. On side slopes of 45% or more, all excavation shall be end hauled or pushed to designated waste areas. All waste material shall be compacted. The minimum acceptable compaction is achieved by placing embankments in 2 foot or shallower lifts and routing excavation equipment over the entire width of the lifts, with the exception of side hill embankments too narrow to accommodate excavation equipment which may be placed by end-dumping or sidecasting until sufficiently wide to support the equipment.

SUBSECTION BORROW

4-45 SELECT BORROW

Select borrow shall consist of granular material, either naturally occurring or processed, and shall contain no more than 5% clay, organic debris, or trash by volume.

SUBSECTION SHAPING

4-55 ROAD SHAPING

The road subgrade and surface shall be shaped as shown on the Typical Section Sheet. The subgrade and surface shape shall ensure runoff in an even, un-concentrated manner, and shall be uniform, firm, and rut-free.

4-56 DRY WEATHER SHAPING

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

SUBSECTION COMPACTION

4-60 FILL COMPACTION

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

4-61 SUBGRADE COMPACTION

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

4-62 DRY WEATHER COMPACTION

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

4-63 EXISTING SURFACE COMPACTION

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

4-64 WASTE MATERIAL COMPACTION

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

4-65 CULVERT BACKFILL COMPACTION

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

4-66 COMPACTION BY METHOD

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

SECTION 5 – DRAINAGE**5-4 PUNCHEON RESTRICTED**

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

SUBSECTION CULVERTS**5-5 CULVERTS**

Culverts shall be installed as part of this contract. Culverts shall be installed concurrently with subgrade work and shall 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 shall be adjusted to fit as-built conditions and shall not terminate directly on unprotected soil. Culverts shall be new and meet the material specifications in Clauses 10-15 through 10-24.

5-11 UNUSED MATERIALS STATE PROPERTY

On required roads, any materials listed on the Culvert List and Rock List that are not installed shall become the property of the State. Purchaser shall stockpile materials as directed by the Contract Administrator.

SUBSECTION CULVERT INSTALLATION

5-15 CULVERT INSTALLATION

Installation shall be in accordance with the Typical Cross Drain Culvert Installation Detail, Typical Type Ns Np Culvert Installation Detail, the National Corrugated Metal Pipe Association's "Installation Manual for Corrugated Steel Drainage Structures", and the Corrugated Polyethylene Pipe Association's "Recommended Installation Practices for Corrugated Polyethylene Pipe and Fittings". Corrugated Polyethylene pipe shall be installed in a manner consistent with the manufacturer's recommendations.

5-17 CROSS DRAIN SKEW AND SLOPE

Cross drains on road grades in excess of 3% shall 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. Where the cross drain is at the low point in the road, culverts shall not be skewed. Cross drain culverts shall be installed at a slope steeper than the incoming ditch grade, but not less than 3% or more than 10%.

5-18 CULVERT DEPTH OF COVER

Cross drain culverts shall be installed with a depth of cover of not less than 18 inches of compacted depth over the top of the culvert at the shallowest point. Stream crossing culverts shall be installed with a depth of cover specified in the Engineer's design, Type Ns Np Typical Detail Sheet, or to the minimum depth recommended by the culvert manufacturer for the type of cover material over the pipe, whichever is greater.

SUBSECTION ENERGY DISSIPATERS

5-20 ENERGY DISSIPATERS

Energy dissipaters shall be installed to prevent erosion and are subject to approval by the Contract Administrator. Rock shall weigh at least 10 pounds and be placed by zero-drop-height method. Energy dissipater shall extend a minimum of $\frac{3}{4}$ foot to each side of the culvert at the outlet and a minimum of 2 feet beyond the outlet.

5-21 DOWNSPOUTS AND FLUMES

Downspouts and flumes longer than 10 feet shall be staked on both sides at maximum intervals of 10 feet with 6-foot heavy-duty steel posts or 1 $\frac{1}{2}$ " X 3/16" angle iron, and fastened securely to the posts with No. 10 galvanized smooth wire, or bolted using minimum 5/16" bolts and 2 washers per bolt, in accordance with the Culvert Installation Typical Details Page.

SUBSECTION CATCH BASINS, HEADWALLS, AND ARMORING

5-25 CATCH BASINS

Catch basins shall be constructed to resist erosion. Approximate dimensions are 1-2 feet deep, 1-2 feet wide, and 2-4 feet long.

5-26 HEADWALLS FOR CROSS DRAIN CULVERTS

Headwalls shall be constructed in accordance with the Typical Cross Drain Culvert Installation Detail at all cross drain culverts that specify the placement of rock. Rock used for headwalls shall consist of oversize or quarry spall material. Rock shall be placed on shoulders, slopes, and around culvert inlets and outlets. Rock shall not restrict the flow of water into culvert inlets or catch basins. No end dumping of rock is allowed.

SECTION 6 – ROCK AND SURFACING

SUBSECTION ROCK SOURCE

6-2 ROCK SOURCE ON STATE LAND

Rock used in accordance with the quantities on the Rock List may be obtained from the following source(s) on state land at no charge to the Purchaser. Use of material from any other source must have prior written approval from the Contract Administrator. If other operators are using, or desire to use, the rock source(s), a joint operating plan shall be developed. All parties shall follow this plan. The Purchaser shall notify the Contract Administrator a minimum of 5 calendar days before starting any operations in the listed locations.

<u>Source</u>	<u>Location</u>	<u>Rock Type</u>
Mary Clark Pit	T.30N. R.12W Sec. 32	Pit Run, 1 ½" minus

6-3 ROCK SOURCE STATE LAND, EXISTING STOCKPILE

Rock used in accordance with the quantities on the Rock List may be obtained from the following existing stockpile(s) on state land at no charge to the Purchaser. Purchaser shall remove no more than 500 cubic yards of 1 ½" minus crushed rock, unless authorized by the Contract Administrator.

<u>Source</u>	<u>Location</u>	<u>Quantity (yd³)</u>
1 ½" Minus	Mary Clark Pit	500 yd ³

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 Purchaser's expense. Rock sources will be subject to written approval by the Contract Administrator before their use.

SUBSECTION ROCK SOURCE DEVELOPMENT

6-10 ROCK SOURCE DEVELOPMENT PLAN BY STATE

All rock source development and use shall be in accordance with a written Rock Source Development and Reclamation Plan prepared by the State and included in this Road Plan. Rock source operations shall be conducted as directed by the Contract

Administrator and in accordance with the plan. Upon completion of operations, the rock source shall be left in the condition specified in the Rock Source Development and Reclamation Plan, and approved in writing by the Contract Administrator. The Purchaser shall notify the Contract Administrator a minimum of 5 calendar days before starting any operations in the rock source.

6-12 ROCK SOURCE SPECIFICATIONS

Rock sources shall be in accordance with the following unless otherwise specified in Rock Source Development and reclamation plan:

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

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

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

SUBSECTION ROCK GRADATIONS

6-29 1 ½-INCH MINUS CRUSHED ROCK

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

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

6-52 OVERSIZE

% Passing 8" square sieve	100%
% Passing 4" square sieve	0%

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

SUBSECTION ROCK MEASUREMENT

6-55 ROCK APPLICATION MEASURED BY COMPACTED DEPTH

Measurement of specified rock depths are defined as the compacted depth(s) using the compaction methods required in this Road Plan. Estimated quantities specified in the Rock List are estimated truck yards. Purchaser shall apply adequate amounts of rock to meet the specified rock depths. Specified rock depths are minimum requirements and are not subject to reduction.

SUBSECTION ROCK APPLICATION

6-70 APPROVAL BEFORE ROCK APPLICATION

Subgrade drainage installation including grading and compaction, shall be completed and approved in writing by the Contract Administrator, before rock application.

6-71 ROCK APPLICATION

Rock shall be applied in accordance with the specifications and quantities shown on the Rock List. Rock shall be spread, shaped, and compacted full-width concurrent with rock hauling operations. Rock shall be compacted in accordance with Compaction List, in lifts not to exceed 6 inches.

6-72 ROCK APPLICATION AFTER HAULING

On the following road(s), upon completion of all hauling operations, Purchaser shall apply 1 1/2" minus crushed rock in accordance with the quantities shown on the Rock List.

<u>Road</u>	<u>Stations</u>	<u>Amount</u>
B-5000.1	0+00-26+75	100 yd ³
B-4500	0+00 – 20+00	100 yd ³

6-73 ROCK FOR WIDENED PORTIONS

Turnarounds, turnouts, and areas with curve widening shall have rock applied to the same depth and specifications as the traveled way.

6-78 ROCK FOR SPOT PATCHING

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

7-57 CULVERT SHAPE CONTROL

Purchaser shall monitor the culvert shape during backfill and compaction. Special attention shall be paid to maintaining the structure's rise dimensions, concentricity and smooth, uniform curvature. If compaction methods are resulting in peaking and/or deflection of the culvert, Purchaser shall, in consultation with the District Engineer or their designee, modify their compaction method to achieve the appropriate end-result.

The National Corrugated Steel Pipe Association "Installation Manual for Corrugated Steel Pipe, Pipe Arches, and Structural Plate" includes guidance on how to monitor culvert shape control and recommends corrective actions to take when shape control problems arise.

SUBSECTION GATES AND FENCES

7-76 GATE INSTALLATION

On the following road(s), Purchaser shall install the designated gate(s). Gate shall be installed prior to the end of the contract.

<u>Road</u>	<u>Station</u>	<u>Type*</u>	<u>Furnished by</u>
B-5000	3+50	Permanent Medium Duty Gate	Purchaser

* Tubular gate installation(s) shall be in accordance Typical Gate Installation Detail

The gate and lock box shall be installed plumb and aligned to ensure all mating components match with precision. Each post shall be filled with concrete, capped, and set in a minimum of 2 cubic yards of poured-in-place concrete. The gate shall be installed with a post and locking device to allow the gate to be locked in an open position. The Contract Administrator will supply the Purchaser with a padlock. If the Purchaser wishes to install an alternate design, detailed plans for the construction of the gate shall be submitted to the Contract Administrator or their designee in writing, for approval, before gate installation. The gate shall be primed and painted in at least 2 coats of Safety Yellow.

If fences exist at the site of gate installation(s), the Purchaser shall be required to connect the fencing to the posts of the new installation, except by permission from the Contract Administrator. Purchaser shall supply and place stumps to prevent vehicles driving around the gate.

7-78 GATE SUPPLIED BY PURCHASER

The gate structure to be installed by the Purchaser, as specified in Clause 7-76 Gate Installation and attached drawing, shall be supplied by the Purchaser and accepted, in writing, by the Contract Administrator before installation.

SUBSECTION SEED, FERTILIZER, AND MULCH

8-25 GRASS SEED

Purchaser shall evenly spread the seed mixture listed below on all exposed soils at a rate of 60 pounds per acre of exposed soil.

<u>Seed Species</u>	<u>% by Weight</u>
• Perennial Ryegrass	40.00
• Creeping Red Fescue	40.00
• White Dutch Clover	10.00
• Colonial Bentgrass	10.00

Grass seed shall 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

SECTION 9 – POST-HAUL ROAD WORK

SUBSECTION POST-HAUL MAINTENANCE

9-5 POST-HAUL MAINTENANCE

Post-haul maintenance shall be performed in accordance with the Forest Access Road Maintenance Specifications and as specified below.

<u>Road</u>	<u>Stations</u>	<u>Additional Requirements</u>
All	All	Clean culverts, clean ditches, grade road shape and compact as directed by the Contract Administrator
B-5000.1	All	Apply post haul rock as per Clause 6-72.
B-4500	All	Apply post haul rock as per Clause 6-72.

SUBSECTION POST-HAUL LANDING MAINTENANCE

9-10 LANDING DRAINAGE

On all roads, Purchaser shall provide for drainage of the landing surface as approved in writing by the Contract Administrator.

SECTION 10 MATERIALS

SUBSECTION GEOTEXTILES

10-6 GEOTEXTILE FOR TEMPORARY SILT FENCE

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

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

SUBSECTION CULVERTS

10-15 CORRUGATED STEEL CULVERT

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

10-16 CORRUGATED ALUMINUM CULVERT

Aluminum culverts shall meet AASHTO M-196 (ASTM A-745) specifications.

10-17 CORRUGATED PLASTIC CULVERT

Polyethylene culverts shall meet AASHTO M-294 specifications. Culverts shall be Type S – double walled with a corrugated exterior and smooth interior.

10-21 METAL BAND

Metal coupling and end bands shall meet the AASHTO specification designated for the culvert and shall have matching corrugations. On culverts 24 inches and smaller, bands shall have a minimum width of 12 inches. On culverts over 24 inches, bands shall have a minimum width of 24 inches.

10-22 PLASTIC BAND

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

10-24 GAGE AND CORRUGATION

Metal culverts shall conform to the following specifications for gage and corrugation as a function of diameter.

<u>Diameter</u>	<u>Gage</u>	<u>Corrugation</u>
18"	16 (0.064")	2 ² / ₃ " X 1 ¹ / ₂ "
24" to 48"	14 (0.079")	2 ² / ₃ " X 1 ¹ / ₂ "
54"	12	5" X 1"
60" +	10	5" X 1"

CONSTRUCTION CLASS
 NEW CONSTRUCTION - C
 RECONSTRUCTION - R
 PRE-HAUL MAINTENANCE - P

TURNOUT DETAIL (PLAN VIEW)

SECTION VIEW

Daisy Chain Timber Sale
Contract No.: 30-103890

The diagram illustrates a cross-section of a road or railway track. It shows three distinct layers: the subgrade at the base, followed by a ballast layer, and a surface layer on top. The subgrade is represented by a hatched pattern. The ballast layer is shown with a dotted pattern. The surface layer is the topmost layer, indicated by a solid line. Dimensions are marked with horizontal arrows: 'SUBGRADE WIDTH' for the base, 'BALLAST WIDTH' for the middle layer, and 'SURFACE WIDTH' for the top layer. A central vertical line is labeled 'CL' (Center Line). The surface layer is labeled 'SURFACING' and the ballast layer is labeled 'BALLAST'.

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

2/23/23

CULVERT LIST

[illegible]

**All rip rap shall be Oversize unless specified in the Rock List, or in the field.
All backfill shall be native material (NT) unless specified otherwise. CR= 1 ¼" - crushed rock,
PR = pit run.**

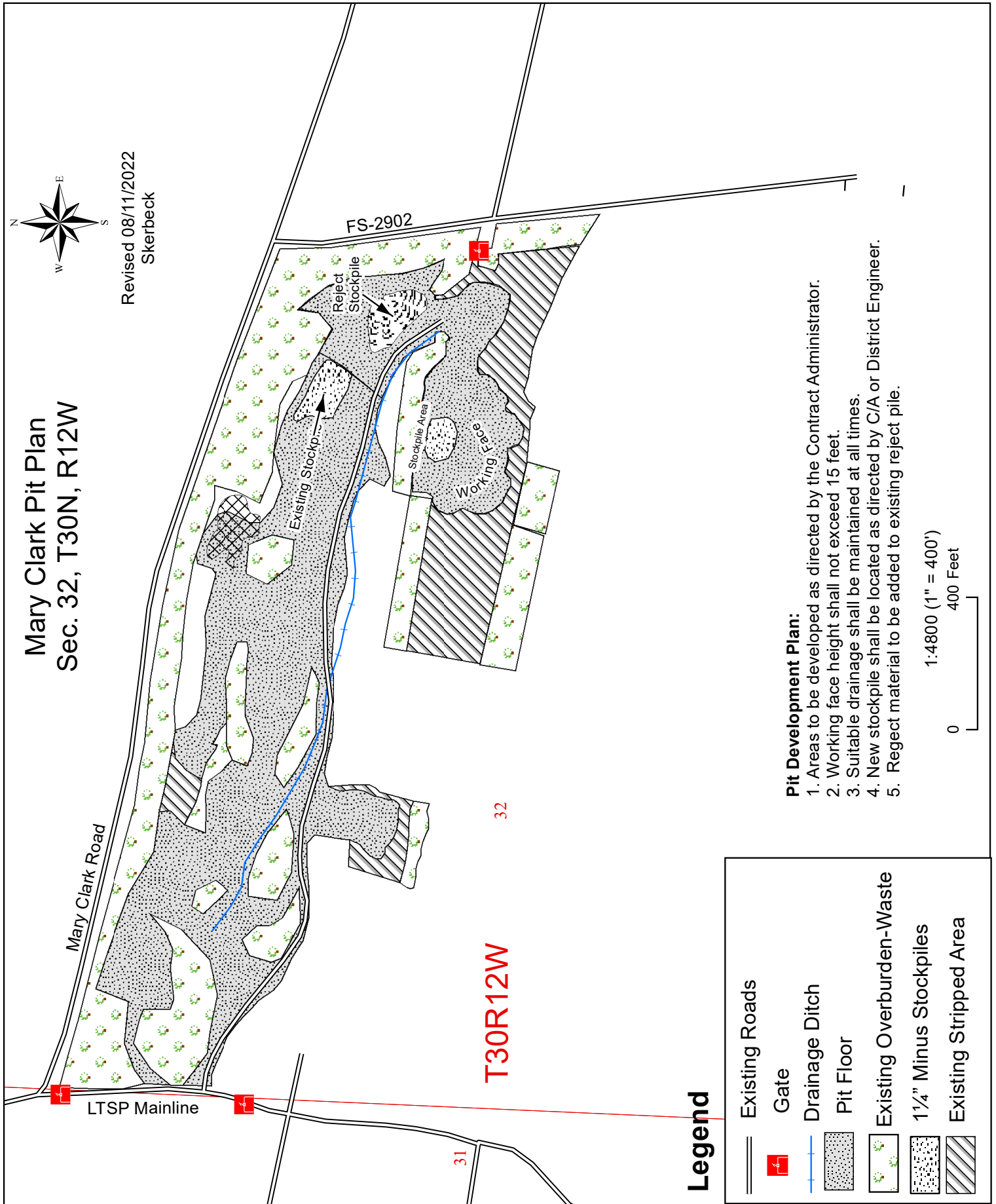
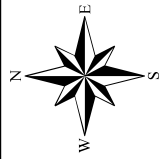
COMPACTION LIST

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

SALE NAME: Daisy Chain		SUMMARY - Road Development Costs		REGION: Olympic		DISTRICT: Olympic			
LEGAL DESCRIPTION: T30NR12W		CONTRACT #: 30-103890							
ROAD NAME:		B-5000.1	B-4500	B-5000.1	B-4500	0	0	0	0
ROAD TYPE:		Prehaul	Prehaul	Posthaul	Posthaul	Posthaul	Posthaul	Posthaul	Posthaul
NUMBER OF STATIONS:		27	20	27	20	0	0	0	0
SIDE SLOPE:		0%	0%	0%	0%	0%	0%	0%	0%
CLEARING AND GRUBBING:		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ROAD BRUSHING:		\$482	\$360	\$0	\$0	\$0	\$0	\$0	\$842
EXCAVATION AND FILL:		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ROAD GRADING:		\$500	\$500	\$500	\$500	\$0	\$0	\$0	\$2,000
DITCH CLEANING/CONSTRUCTION:		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ROCK TOTALS (Cu Yds.)/ROCK COSTS:									
Ballast:	20	20	0	0	0	0	0	0	20
		\$0	\$188	\$0	\$0	\$0	\$0	\$0	\$188
Surface:	500	500	100	100	100	0	0	0	500
		\$1,100	\$1,826	\$1,100	\$913	\$0	\$0	\$0	\$4,939
Oversize:	0	0	0	0	0	0	0	0	0
		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CULVERTS AND FLUMES:		\$0	\$676	\$0	\$0	\$0	\$0	\$0	\$676
STRUCTURES:		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MISC. EXPENSES:		\$156	\$141	\$156	\$117	\$0	\$0	\$0	\$571
OVERHEAD:		\$246	\$406	\$211	\$184	\$0	\$0	\$0	\$1,047
TOTAL COSTS:		\$2,484	\$4,097	\$1,967	\$1,714	\$0	\$0	\$0	\$10,262
COST PER STATION:		\$93	\$205	\$74	\$86	\$0	\$0	\$0	\$110
MOBILIZATION:				\$6,900					
ROAD DEACTIVATION AND ABANDONMENT COSTS:				\$0					
Gate Install			\$6,000						
NOTE: This appraisal has no allowance for profit and risk.									
Sheet 1 of 1									
Plans to be furnished by:	Mehl								
		Road Standard	Const.	Reconst.	Prehaul	Posthaul	TOTAL (All Roads) =		\$23,882
		Total Costs =	\$0	\$0	\$10,031	\$7,131	SALE VOLUME MBF =		1,043
		Total Sta. =	0	0	47	47	TOTAL COST PER MBF =		\$22.90
		Cost per Sta. =	0	0	\$215	\$153	TOTAL COST PER STATION=		\$255.42
		Compiled by:	Bill Mehl				Date: 8/11/2022		

Mary Clark Pit Plan Sec. 32, T30N, R12W

Revised 08/11/2022
Skerbeck



Legend

- Existing Roads
- Gate
- Drainage Ditch
- Pit Floor
- Existing Overburden-Waste
- 1 1/4\"
- Existing Stripped Area

Pit Development Plan:

1. Areas to be developed as directed by the Contract Administrator.
2. Working face height shall not exceed 15 feet.
3. Suitable drainage shall be maintained at all times.
4. New stockpile shall be located as directed by C/A or District Engineer.
5. Reject material to be added to existing reject pile.

1:4800 (1" = 400')
0 400 Feet

Typical Cross Drain Culvert Installation Detail Sheet

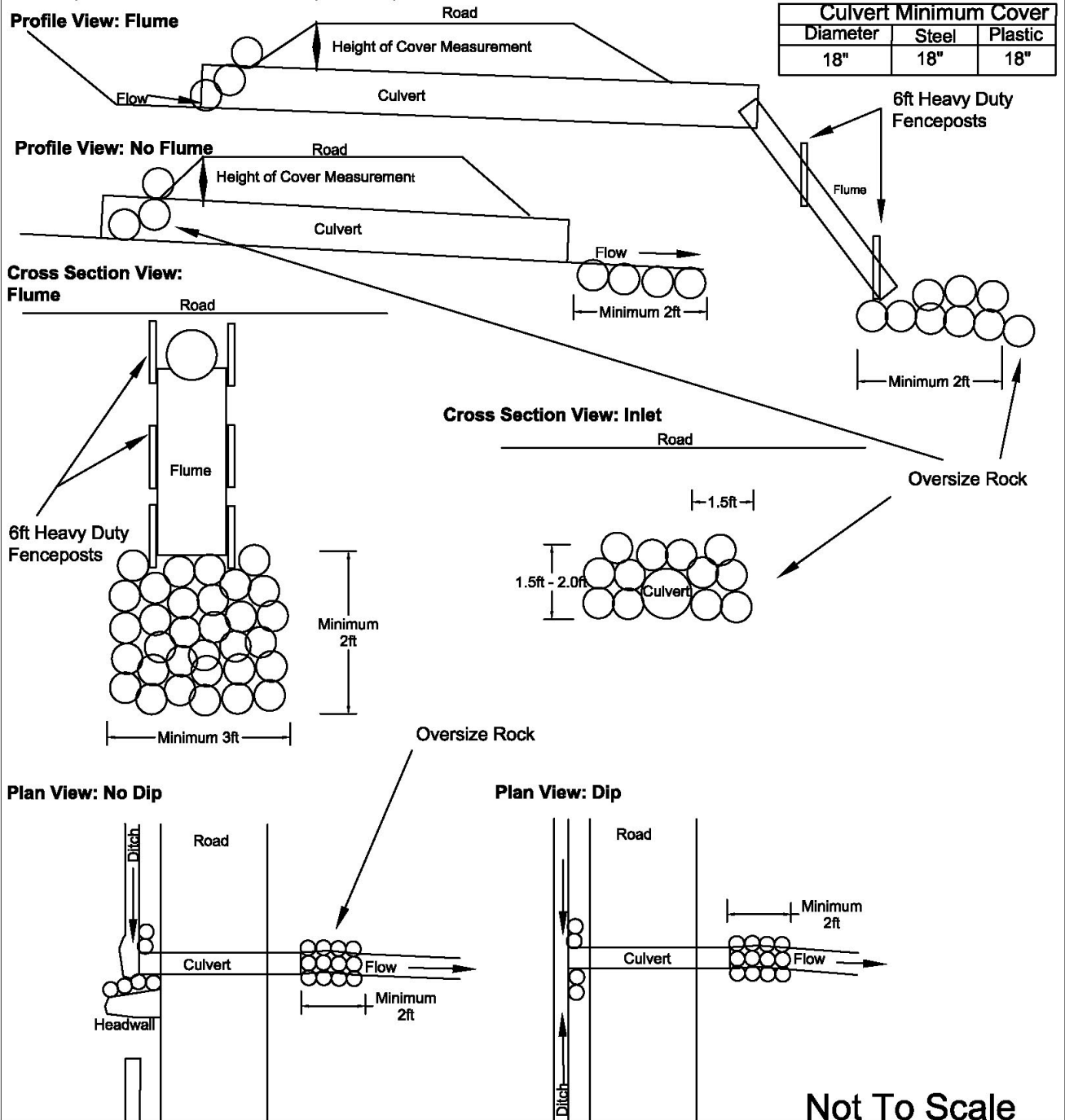
-Culvert lay shall not exceed 10%.

-Flumes longer than 10ft shall be staked on both sides at maximum intervals of 10ft with 6ft heavy duty steel fence posts, and fastened securely to the posts with No. 10 galvanized smooth wire or bolted to the fence posts.

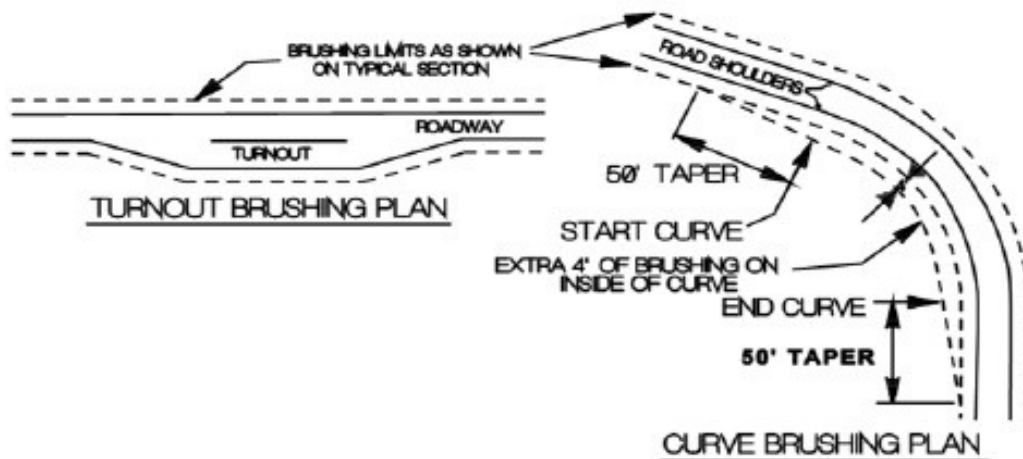
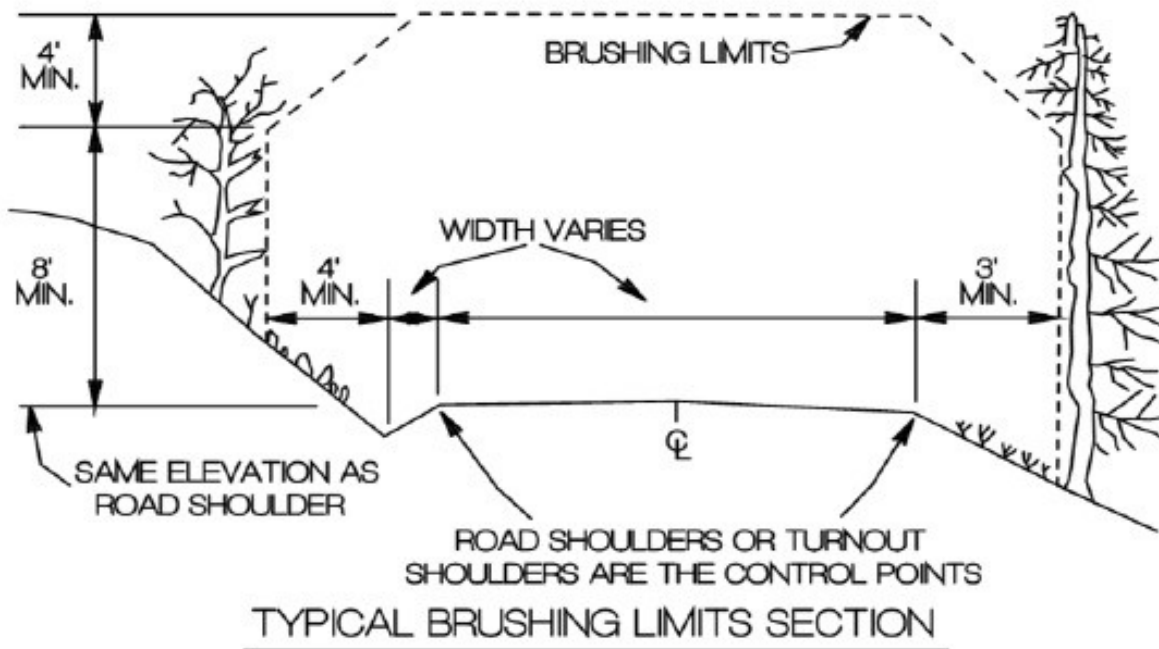
-Oversize shall be placed using a "zero height drop method", and shall be set in conjunction with the culvert installation.

-Oversize shall be placed at headwalls, along the fill at the inlet, and at the end off flumes in accordance with this Detail. On culverts with no flume oversize shall be placed at the outlet as an energy dissipater as specified in this Detail. All oversize distance to be determined by the Contract Administrator.

-Backfill compaction for installations on existing roads shall be achieved using a jumping jack, or plate compactor on lifts not to exceed 8in. 3 complete passes per lift is required for compaction. Backfill shall be placed and compacted evenly on both sides of the culvert. Care shall be taken to ensure adequate compaction of backfill material under the haunches of the pipe. Excavation trench width shall be at least culvert diameter plus at least the width of the compactor footprint used..

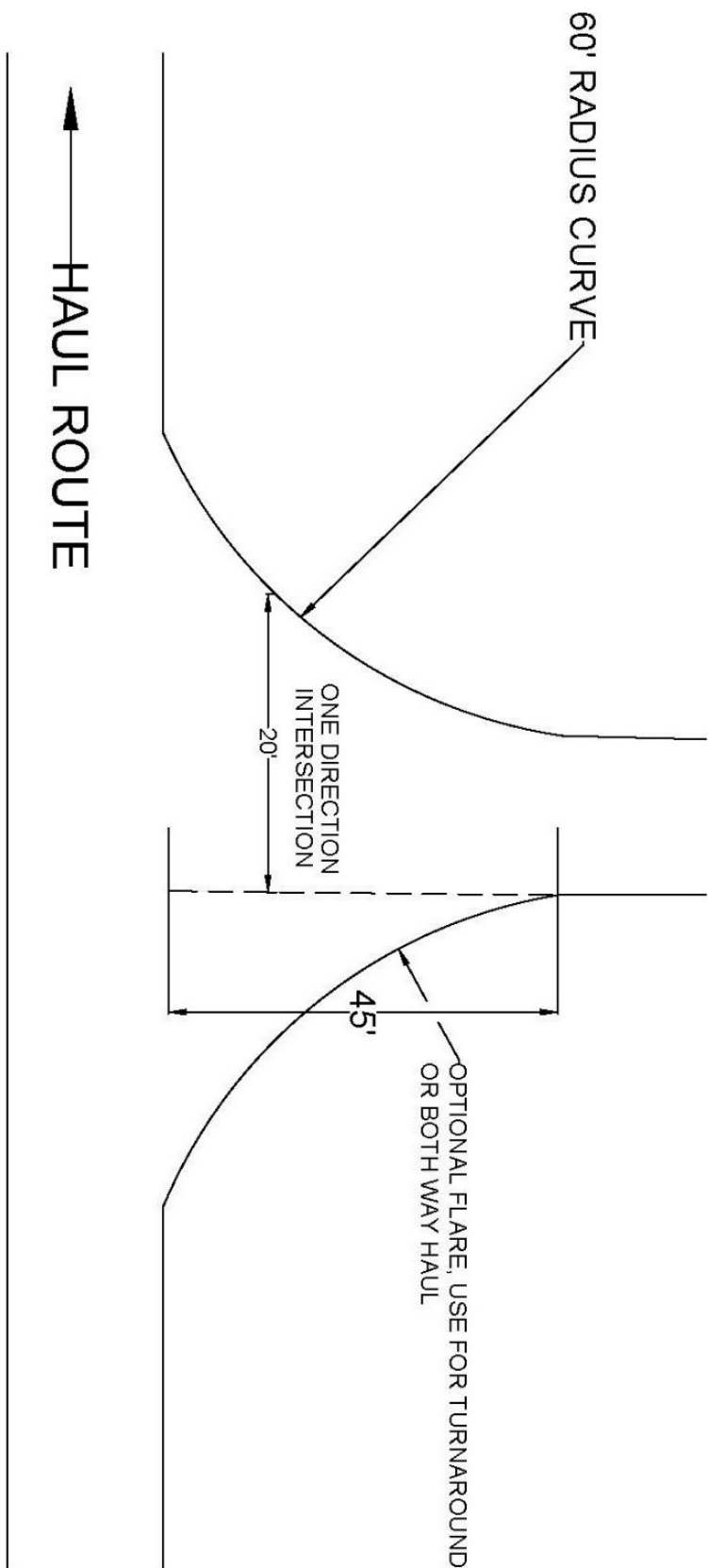


BRUSHING DETAIL

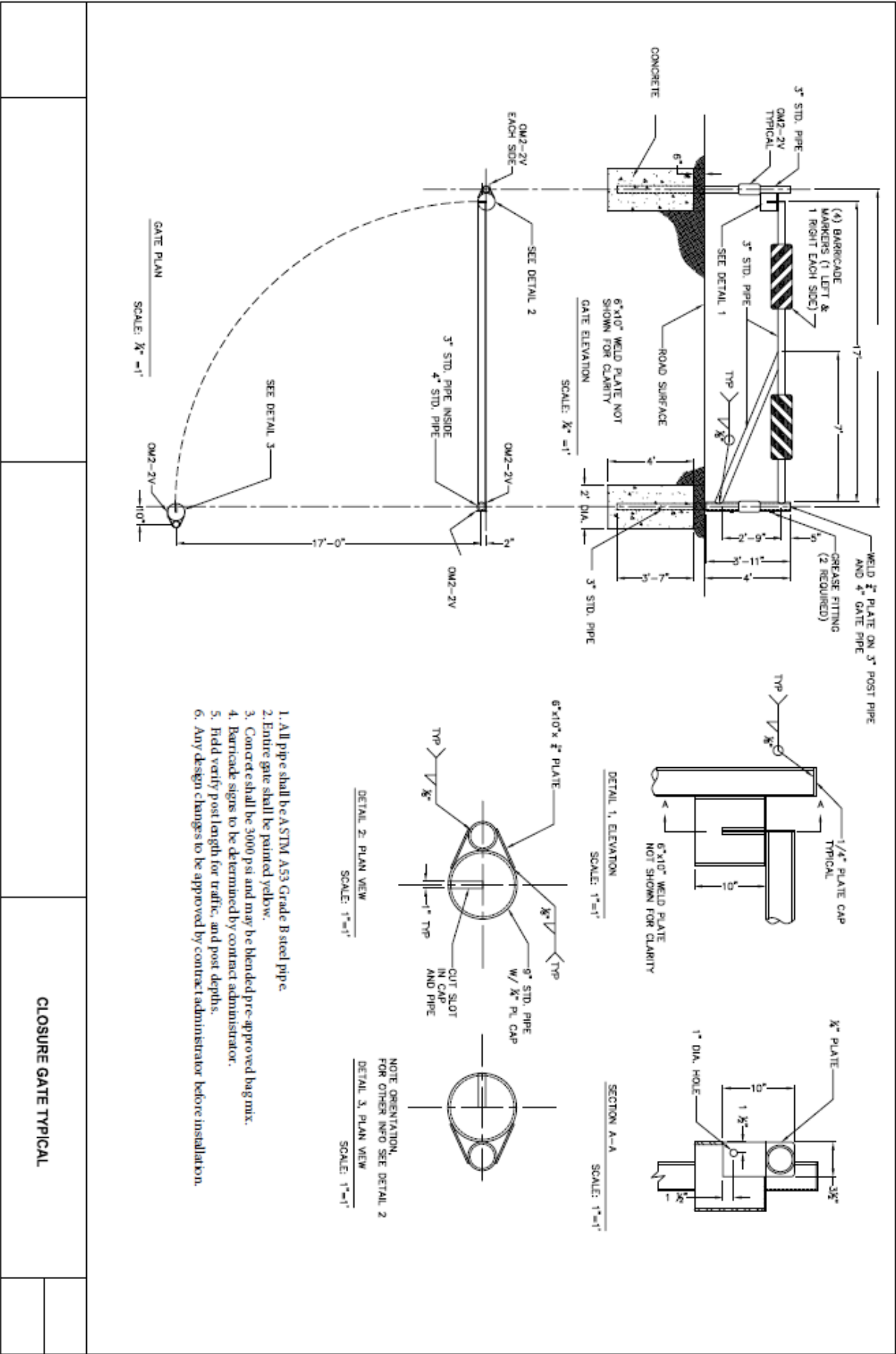


- 1) ALL VEGETATION WITHIN THE BRUSHING LIMITS SHALL BE CUT TO WITHIN 8' OF THE GROUND, UNLESS OTHERWISE DIRECTED BY THE CONTRACT ADMINISTRATOR.
- 2) ALL BRUSH, TREES, LIMBS, ETC. SHALL BE REMOVED FROM THE ROAD SURFACE.
- 3) ALL BRUSH, TREES, LIMBS, ETC. THAT MAY RESTRICT THE FLOW OF WATER SHALL BE REMOVED FROM THE DITCH LINE.
- 4) ALL DEBRIS THAT MAY ROLL OR MIGRATE INTO THE DITCHLINE SHALL BE REMOVED.

TYPICAL INTERSECTION



NOT TO SCALE



FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS

Cuts and Fills

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

Surface

- Grade, shape, and compact the road surface, turnouts, and shoulders to the original shape on the Typical Section Sheet, 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 culvert headwalls to a level slightly below the road shoulder with material that will resist erosion. This is to allow for culverts that are overtopped to keep the water in the ditchline.
- Maintain energy dissipaters at culvert outlets with non-erodible material or rock.
- Keep ditches, culverts, and other drainage structures clear of obstructions and functioning as intended.
- Inspect and clean culverts at least monthly, with additional inspections during storms and periods of high runoff. This shall be done even during periods of inactivity.

Preventative Maintenance

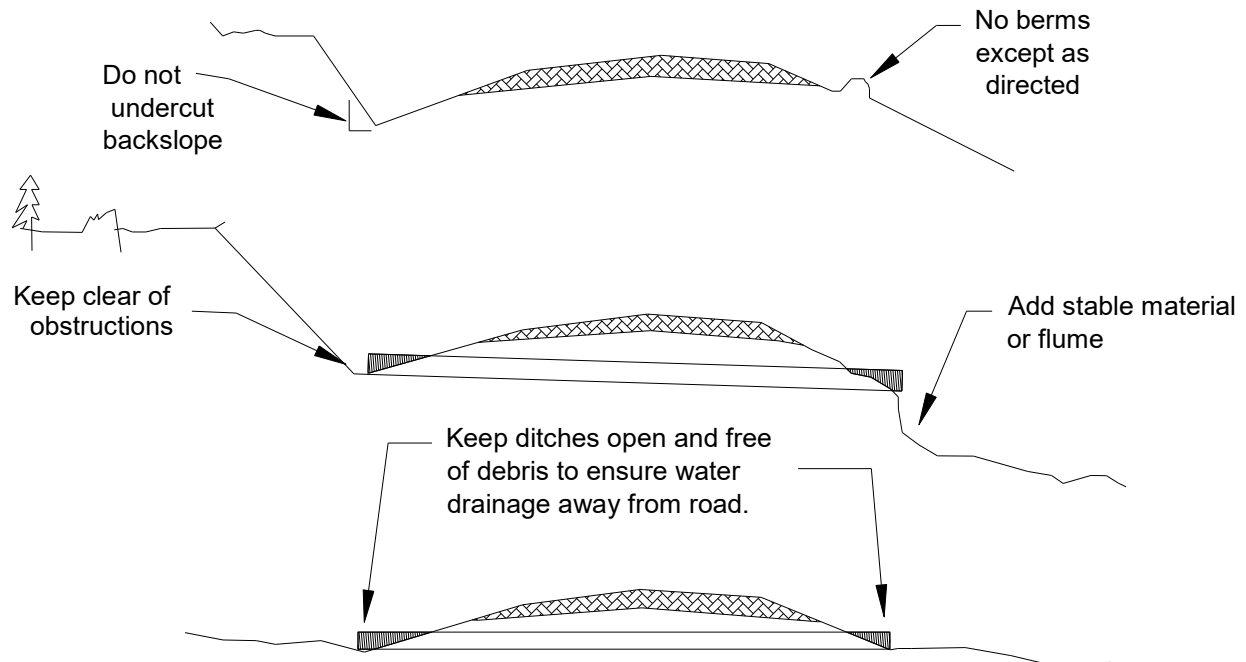
Perform preventative maintenance work to safeguard against storm damage, such as blading to ensure correct runoff, ditch and culvert cleaning, and waterbar maintenance.

Termination of Use or End of Season

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

Debris

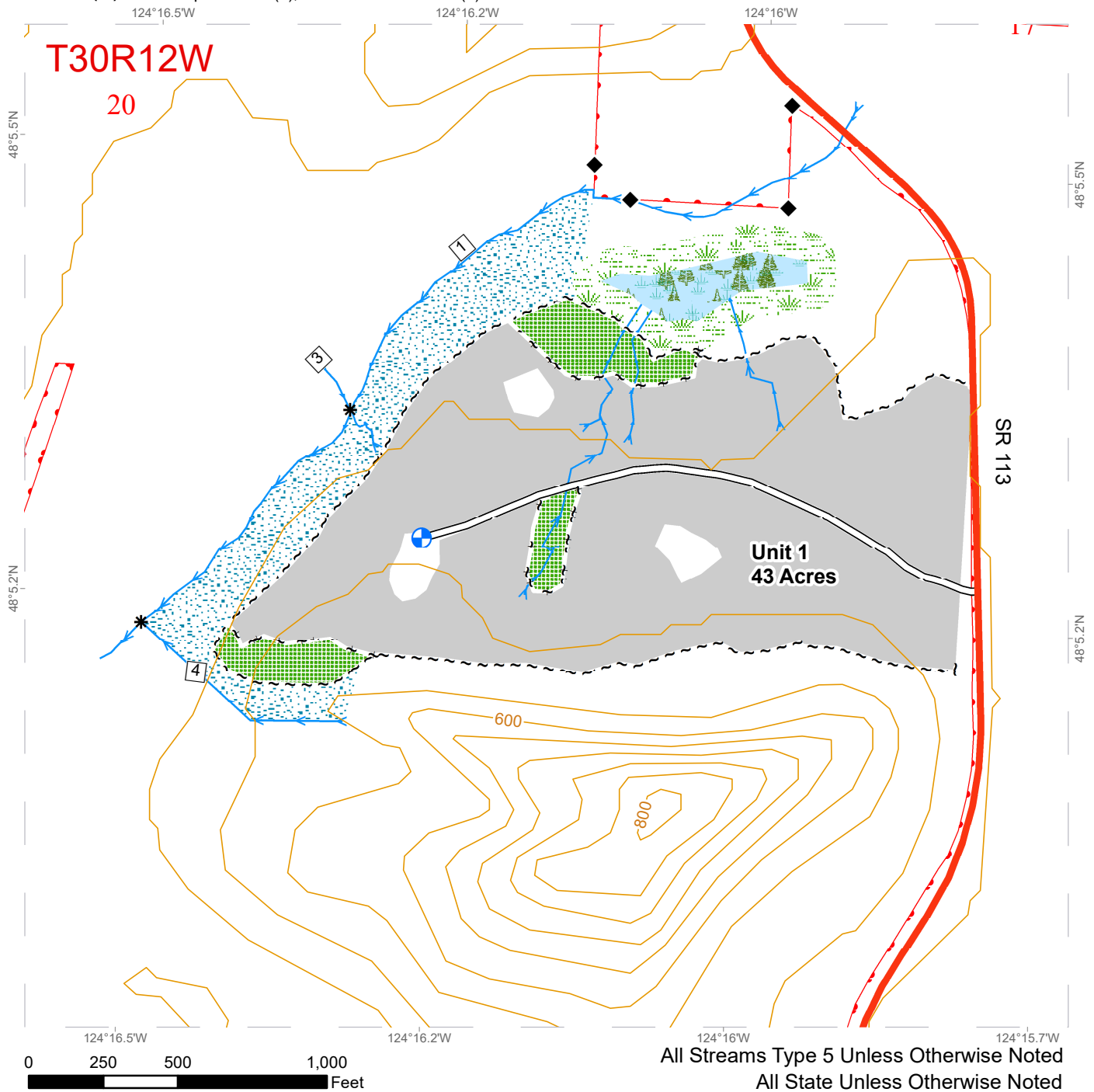
Remove fallen timber, limbs, and stumps from the slopes, roadway, ditchlines, and culvert inlets.



LOGGING PLAN MAP

SALE NAME: DAISY CHAIN
AGREEMENT#: 30-103890
TOWNSHIP(S): T30R11W, T30R12W
TRUST(S): Capitol Grant (7), State Forest Transfer (1)

REGION: Olympic Region
COUNTY(S): Clallam
ELEVATION RGE: 480'-680'

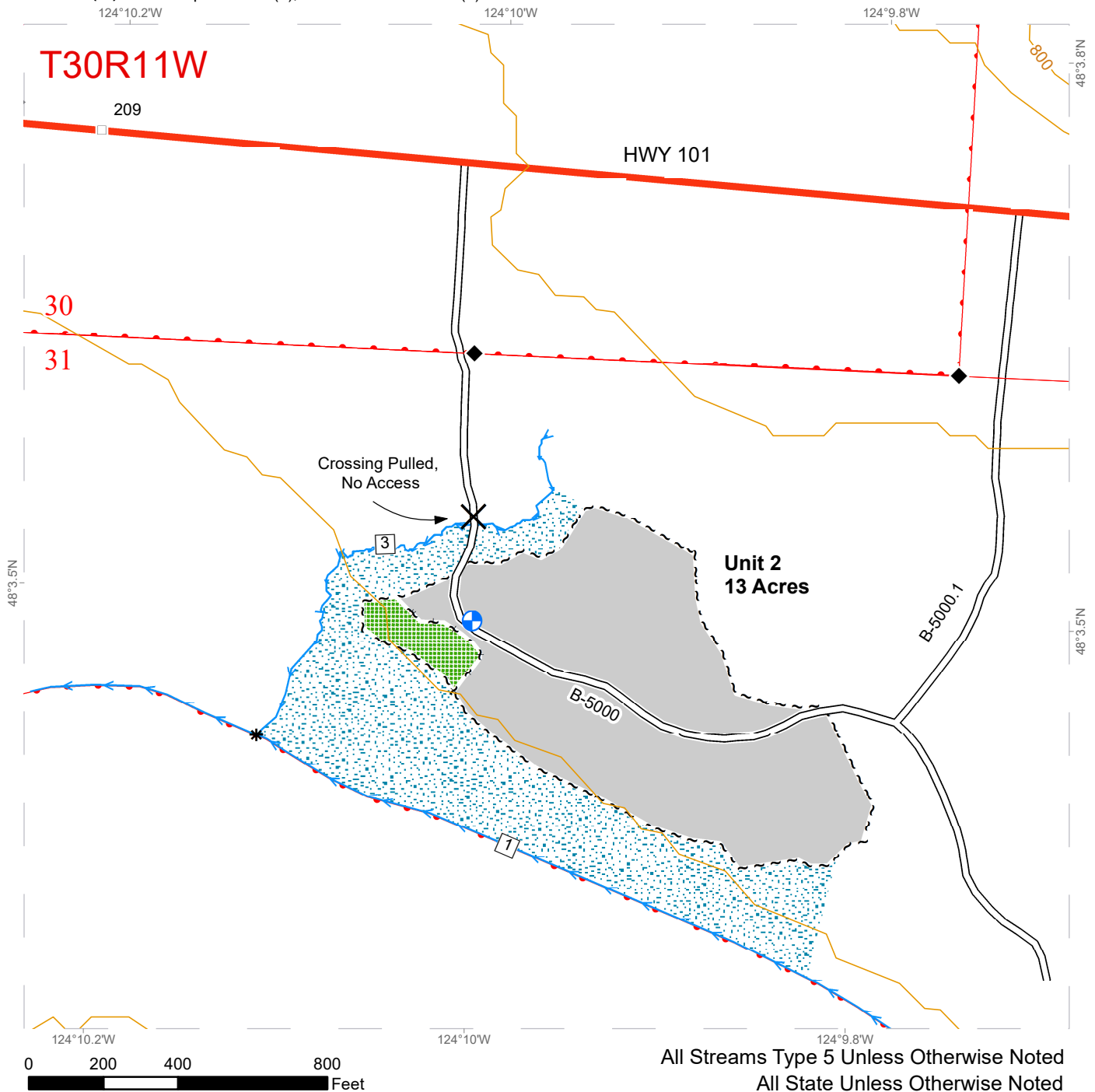


- | | | |
|--------------------|-------------------|------------------------------|
| Ground VRH | Leave Tree Tags | Proposed Landing |
| Leave Tree Area | Streams | Contours 40-foot |
| Riparian Mgt Zone | Existing Roads | Public Land Survey Townships |
| Forested Wetland | Highway | Public Land Survey Sections |
| Wetland Mgt Zone | Stream Type | DNR Managed Lands |
| Sale Boundary Tags | Stream Type Break | Survey Monument |

LOGGING PLAN MAP

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- | | | |
|--------------------|-------------------|------------------------------|
| Ground VRH | Existing Roads | Milepost Markers |
| Leave Tree Area | Highway | Contours 40-foot |
| Riparian Mgt Zone | Stream Type | Public Land Survey Townships |
| Sale Boundary Tags | Stream Type Break | Public Land Survey Sections |
| Leave Tree Tags | Proposed Landing | DNR Managed Lands |
| Streams | Road Block | Survey Monument |

