## Washington DNR Timber Sales Program

## The documents for Freedom Timber Sale have been changed as follows:

## **Documents amended:**

DATE	Initials
03/14/24	kw

#### **DEPARTMENT OF NATURAL RESOURCES**



**PRODUCT SALES & LEASING DIVISION** 1111 WASHINGTON STREET SE, MS 47014

(360) 902-1600 WWW.DNR.WA.GOV

To: Prospective Purchasers of Freedom Timber Sale

From: Michael Kearney, Product Sale & Leasing, Division Manager

**Subject: Notice of Legal Appeal** 

Date: March 14, 2024

This letter is to ensure you are aware that the Legacy Forest Defense Coalition filed a legal appeal on the Freedom Timber Sale (Agreement No. 30-104775) and associated environmental review and complaint seeking declaratory judgment. Language about the lawsuit has been added to the Notice of Sale.

#### The appeal requests:

- An order invalidating the decision to approve the Freedom project for auction,
- An order invalidating the SEPA Determination of Non-Significance as violating SEPA,
- A declaration that the Freedom project could have probable, significant adverse impacts to the environment, necessitating preparation of an Environmental Impact Statement,
- An order requiring DNR to stop all harvest on the Freedom project,
- A declaration that DNR is not acting consistent with DNR's HCP, Policy and Procedures and
- An order requiring DNR to set aside a minimum of structurally complex forests before considering any structurally complex forests in the Columbia HCP Planning unit for harvest,
- An order requiring mitigation for any and all impacts of the Freedom project if forest practices are carried out prior to the requested relief, and other relief requested.

The lawsuit was filed with Pacific County Superior Court as Cause No. 24-2-00050-25.

Please consult an attorney before bidding on this sale if you have questions about the risk associated with the lawsuit.

Notice of the appeal will be shared again verbally prior to auction of the sale on March 28, 2024

#### Please be aware:

- Appellants may request a temporary restraining order or preliminary injunction from the court.
- Your bid on the Freedom timber sale, and your operations under the contract, will be conducted with the acknowledgment that the court could order DNR to shut down your operations.
- The State is not responsible for legal actions filed by third-parties that may affect the operability of timber sales.
- The purchaser assumes the risk of loss for any costs, damages, or business expectations related to this resulting from such legal action.
- The standard 10-day confirmation period applies as with all DNR timber sales.

DNR values our customers and wanted to ensure you are informed of the situation prior to auction.



#### TIMBER NOTICE OF SALE

SALE NAME: FREEDOM AGREEMENT NO: 30-104775

AUCTION: March 28, 2024 starting at 10:00 a.m., COUNTY: Pacific

Pacific Cascade Region Office, Castle Rock, WA

**SALE LOCATION:** Sale located approximately 17 miles northeast of Naselle, WA

PRODUCTS SOLD

AND SALE AREA: All timber, except leave trees bound by yellow "Leave Tree Area" tags, leave trees

marked with blue paint, all down timber greater than 60 inches diameter and all down

timber existing 5 years prior to the day of sale bound by the following;

Unit 1, white "Timber Sale Boundary" tags, pink flagging, reprod and the 5976 road;

Unit 2, white "Timber Sale Boundary" tags, pink flagging and the 5976 road;

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

Unit 4, white "Timber Sale Boundary" tags, pink flagging and the 5970 road;

Unit 5, white "Timber Sale Boundary" tags, pink flagging and reprod;

Unit 6, orange "Right of Way" tags, orange flagging;

All forest products above located on part(s) of Sections 25 and 26 all in Township 11 North, Range 8 West, Sections 20, 21 and 29 all in Township 11 North, Range 7 West,

W.M., containing 138 acres, more or less.

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

no: BVC-SFIFM-018227)

#### ESTIMATED SALE VOLUMES AND QUALITY:

	Avg I	Ring	Total			N	ЛВF by	Grade	;			
Species	DBH C	ount	MBF	1P	2P	3P	SM	1S	2S	3S	4S	UT
Douglas fir	23.5	7	5,636			446	1,156	3	3,281	600	133	19
Hemlock	18.7		2,883					2	2,050	638	158	37
Red alder	15.6		173						108	19	46	
Redcedar	17.9		168							141	27	
Maple	21.7		6								4	2
Sale Total			8,866									

MINIMUM BID: \$1,867,000.00 BID METHOD: Sealed Bids

PERFORMANCE

SECURITY: \$100,000.00 SALE TYPE: Lump Sum

**EXPIRATION DATE:** October 31, 2025 **ALLOCATION:** Export Restricted

BID DEPOSIT: \$186,700.00 or Bid Bond. Said deposit shall constitute an opening bid at the appraised

price.

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#### TIMBER NOTICE OF SALE

HARVEST METHOD: Cable, Cable-Assist, Ground based equipment, and Shovel. This sale is estimated to be

15 percent shovel and 85 percent cable harvest systems. Shovel harvesting is restricted to sustained slopes of 45 percent or less, self-leveling equipment to 55 percent or less and

cable-assist to 70 percent or less.

**ROADS:** 10.30 stations of required construction. 9.70 stations of required reconstruction. 48.98

stations of optional construction. 6.05 stations of optional reconstruction. 491.51 stations of required prehaul maintenance. Rock used in accordance with the quantities on the ROCK LIST may be obtained from the Invisi Pit located in Section 21, T11N, R7W,

W.M. on state land at no charge to the Purchaser.

Rock used in accordance with the quantities on the ROCK LIST may be obtained from any commercial source at the Purchaser's expense. See Road Plan for further details.

5970 bridge (at station 2+45) restricted to the following weight limits: U80=66 Ton, L-90=47 Ton. Road construction will not be permitted from October 1 to April 30 unless authorized in writing by the Contract Administrator. See Road Plan 1-27 for restriction details.

Timing restrictions for the 4900 road from station 48+25 to 104+64 and the 5900 from station 0+00 to 33+36, along the southeast boundary of Unit 4 and along the east boundary of Unit 5. See clause H-142 for further details. The hauling of forest products will not be permitted from November 1 to March 31 unless authorized in writing by the Contract Administrator.

#### ACREAGE DETERMINATION

**CRUISE METHOD:** The sale acres were determined by GPS delineation. Cruise was completed using variable

plot cruise methods.

**FEES:** \$150,722.00 is due on day of sale. \$9.00 per MBF is due upon removal. These are in

addition to the bid price.

**SPECIAL REMARKS:** This sale is estimated to contain 446 MBF of Peeler Grade DF, 1,156 MBF of SM DF,

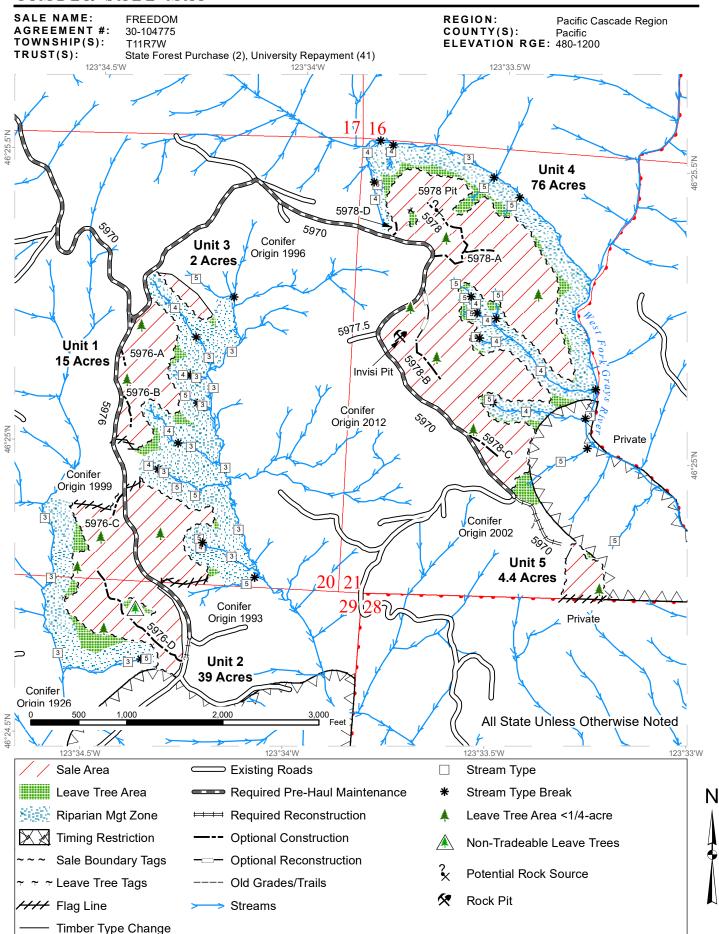
1,079 MBF of HQ DF 2 Saw and 91 MBF of HQ DF 3 Saw. See Cruise for further

details.

The Legacy Forest Defense Coalition has appealed the Board of Natural Resources approval of the "Freedom" timber sale (Agreement No. 30-104775) to Pacific County Superior Court. To ensure this information reaches perspective bidders, we will allow a 2 minute opportunity to remove any submitted bids for "Freedom"

timber sale before opening the envelopes.

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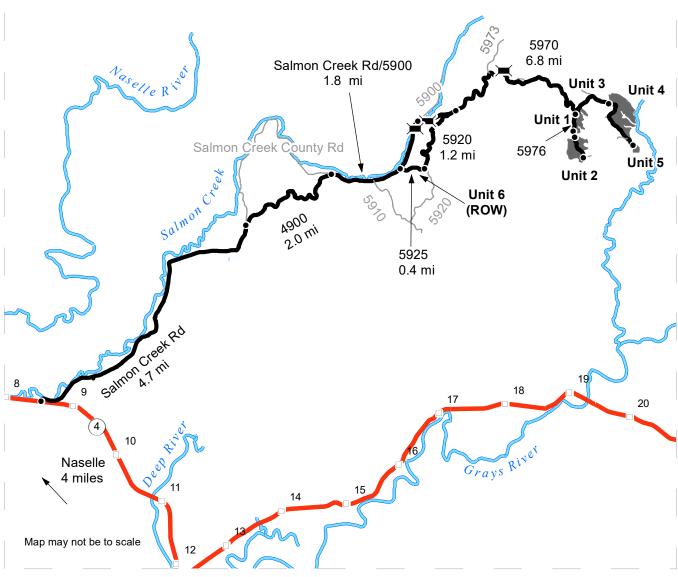
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SALE NAME: FREEDOM AGREEMENT#: 30-104775 TOWNSHIP(S): T11R7W, T11R8W

TRUST(S): State Forest Purchase (2), University Repayment (41)

REGION: Pacific Cascade Region

COUNTY(S): Pacific ELEVATION RGE: 480-1200





Haul RouteOther RouteMilepost Markers

Distance Indicator

Bridge

#### DRIVING DIRECTIONS

From SR4, between mileposts 8 & 9, turn onto Salmon Creek Road. Follow for 4.7 miles.

Turn northeast (right) onto the 4900 road.

Follow for 2.0 miles until you connect back with Salmon Creek Road/5900.

Continue east (right onto Salmon Creek Rd/ 5900 and follow for 1.8 miles.

Turn northeast (right) onto the 5970 road.

Follow for 3.5 miles to the 5976 junction.

From the junction, turn southeast (right) onto 5976 for Units 1 and 2.

From junction continue on 5970 for Units 3, 4, and 5.

Continue on the 5970 for 750 ft for Unit 3.

Continue on the 5970 for 0.5 mile for Unit 4.

Continue on the 5970 for 0.8 mile for Unit 5.

## STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES

# BILL OF SALE AND CONTRACT FOR FOREST PRODUCTS

**Export Restricted Lump Sum AGREEMENT NO. 30-104775** 

SALE NAME: FREEDOM

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.

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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 28, 2024 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 leave trees bound by yellow "Leave Tree Area" tags, leave trees marked with blue paint, all down timber greater than 60 inches diameter and all down timber existing 5 years prior to the day of sale bound by the following;

Unit 1, white "Timber Sale Boundary" tags, pink flagging, reprod and the 5976 road;

Unit 2, white "Timber Sale Boundary" tags, pink flagging and the 5976 road;

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

Unit 4, white "Timber Sale Boundary" tags, pink flagging and the 5970 road;

Unit 5, white "Timber Sale Boundary" tags, pink flagging and reprod;

Unit 6, orange "Right of Way" tags, orange flagging;

All forest products described above located on approximately 138 acres on part(s) of Sections 25, and 26 all in Township 11 North, Range 8 West, Sections 20, 21, and 29 all in Township 11 North, Range 7 West W.M. in Pacific 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.

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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-031 Contract Term

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

## G-040 Contract Term Adjustment - No Payment

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

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

#### G-051 Contract Term Extension - Payment

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

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

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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 \$1,333.00 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.

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- 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.

The Legacy Forest Defense Coalition has appealed the Board of Natural Resources approval of the "Freedom" timber sale (Agreement No. 30-104775) to Pacific County Superior Court. To ensure this information reaches perspective bidders, we will allow a 2 minute opportunity to remove any submitted bids for "Freedom" timber sale before opening the envelopes.

#### 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

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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.

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- 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

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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

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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-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 2022 Forest Management Standard under certificate number: BVC-SFIFM-018227.

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 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;

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- 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.

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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.

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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

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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 Castle Rock, 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

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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

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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

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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; 4900, 5900, 5920, 5925, 5925 TIE, 5970, 5976, 5976-A, 5976-B, 5976-C, 5976-D,5978, 5978-A, 5978-B, 5978-C and 5978-D 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, reestablish 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.

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#### G-380 Road Easement and Road Use Permit Requirements

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

Easement #55-000569 between Weyerhaeuser and State dated April 30, 1970.

## G-396 Public Hauling Permit

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

#### G-430 Open Fires

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

#### G-450 Encumbrances

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

Easement, including the terms and provisions thereof,

For: County Road

In Favor of: Pacific County

Disclosed by Application No.: 50-CR2962

Granted: 7/13/1971 Expires: Indefinite

Lease, including the terms and provisions thereof,

For: Minor Forest Products

In Favor of: DNR – Pacific Cascade Region Disclosed by Application No.: 35-CP0002

Granted: 1/1/1993 Expires: Indefinite

Lease, including the terms and provisions thereof,

For: Land Use License

In Favor of: Rayonier Operating Company LLC Disclosed by Application No.: 60-PC2204

Granted: 12/31/2021 Expires: 12/31/2024

Lease, including the terms and provisions thereof,

For: Genetically Selected Trees In Favor of: DNR – Webster Nursery Disclosed by Application No.: 91-004045

Granted: 12/10/1983 Expires: 12/31/2050

## 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 \$230,516.00. The total contract price consists of a \$0.00 contract bid price plus \$230,516.00 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 \$100,000.00. The Security provided shall

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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-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.

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### 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-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 cable, cable-assist or shovel. Authority to use other equipment or to operate outside the equipment specifications detailed above must be approved in writing by the State.

#### H-125 Log Suspension Requirements

Lead-end suspension is required for all yarding activities.

#### H-127 Tailholds on Private Land

If Purchaser chooses to tailhold on private property, Purchaser shall obtain permit(s) and assumes responsibility for all costs and damages associated with the permit(s). Purchaser must provide the State with a copy of the executed permit(s) or a letter from the landowner indicating that a satisfactory tailhold permit(s) has been consummated between Purchaser and the landowner.

#### H-130 Hauling Schedule

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

## H-140 Special Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

A. Ground based yarding equipment shall only operate during dry soil conditions.

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- B. Ground based yarding equipment will not be permitted on sustained slopes over 45 percent.
- C. Self-Leveling ground based yarding equipment will not be permitted on sustained slopes over 55 percent.
- D. Sediment delivery from roads will not be allowed. Hauling operations will be shut down as needed until conditions improve or work can be completed that eliminates the delivery of sediment.
- E. All trees 60 inches Diameter at Breast Height (DBH) and greater shall not be felled unless for safety reasons. If trees 60 inches DBH or greater needs to be felled for safety reasons, trees will be left where felled.
- F. Long butts remaining on the sale must be dispersed as directed by the Contract Administrator.
- G. Cable assist operations will not be permitted on slopes over 70 percent.

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

H-141 Additional Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

A. 5970 bridge (at station 2+45) restricted to the following weight limits:

U80=66 Ton, L-90=47 Ton

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

H-142 Wildlife Timing Restrictions

The following wildlife timing restrictions apply to this contract and shall be in place in the locations shown on the attached timber sale map.

Marbled Murrelet - Timing restrictions are described as no operation of heavy equipment within the critical nesting season. Restriction applies from two hours before official sunset to two hours after official sunrise April 1 to September 23. Heavy equipment is identified as felling, yarding, and loading equipment for logging, any road work, right-of-way timber falling and yarding, rock pit operation, or heavy equipment operation. This restriction does not apply to hauling timber, rock, or equipment.

Location: 4900 road from STA 48+25 to 104+64 and 5900 road from 0+00 to 33+36, South boundary of Unit 2, South East boundary of Unit 4, and East boundary of Unit 5.

Restriction: Invisi Pit

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Rock Pit Restriction: Any blasting which will occur in the Invisi Pit are also subject to the aforementioned timing restrictions should they occur during the critical nesting season.

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

## H-190 Completion of Settings

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

## H-220 Protection of Residual or Adjacent Trees

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

#### Section C: Construction and Maintenance

#### C-040 Road Plan

Road construction and associated work provisions of the Road Plan for this sale, dated 7/19/2023 are hereby made a part of this contract.

#### C-050 Purchaser Road Maintenance and Repair

Purchaser shall perform work at their own expense on 4900, 5900, 5920, 5925, 5970, 5976, 5976-A, 5976-B, 5976-C, 5976-D,5978, 5978-A, 5978-B, 5978-C and 5978-D roads. 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 all 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.

#### C-140 Water Bars

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

#### Section S: Site Preparation and Protection

#### S-001 Emergency Response Plan

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

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

#### S-010 Fire Hazardous Conditions

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

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

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

S-030 Landing Debris Clean Up

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

S-035 Logging Debris Clean Up

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

S-050 Cessation of Operations for Low Humidity

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

S-060 Pump Truck or Pump Trailer

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

S-100 Stream Cleanout

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

#### S-130 Hazardous Materials

a. Hazardous Materials and Waste - Regulatory Compliance

Purchaser is responsible for understanding and complying with all applicable local, state, and federal hazardous material/waste laws and regulations for operations conducted under this contract. Such regulations pertain to, but may

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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.

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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 all harvest units.

3/14/2024 25 of 27 Agreement No. 30-104775

#### **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	Scott Sargent Pacific Cascade Region Manager
Print Name	I actific Cascade Region Manager
Date: Address:	Date:

3/14/2024 26 of 27 Agreement No. 30-104775

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

STATE OF		)			
COUNTY OF		)			
On this	day of		, 20	, before me	personally
			to _me		to be the corporation
free and voluntar	within and foregoing instry act and deed of the corport that (he/she was) (they we	oration, for the us	ses and pur	poses therein	mentioned,
IN WITNESS Wi year first above w	HEREOF, I have hereunto vritten.	set my hand and	affixed my	official seal	the day and
		Notary P	Public in and	l for the State	e of
		My appo	ointment exp	oires	

3/14/2024 27 of 27 Agreement No. 30-104775

## **PRE-CRUISE NARRATIVE**

Sale Name: Freedom	Region: Pacific Cascade
Agreement #: 30-104775	District: St. Helens
Contact Forester:Brittany Church Phone / Location: 360-790-9438	County(s): Pacific
Alternate Contact:Mike Henrie Phone / Location: 360-751-0075	Other information: Click here to enter text.

Type of Sale: Lump Sum	
Harvest System: Uphill Cable	85%
Harvest System: Ground based	15%
Enter % of sale acres	

## **UNIT ACREAGES AND METHOD OF DETERMINATION:**

Unit #	Legal		sal	Deductions from Gross Acres (No harvest acres)			cres	Acreage Determinati		
Harvest R/W or RMZ WMZ	Description (Enter only one legal for each unit) Sec/Twp/Rng	Grant or Trust	Gross Proposal Acres	RMZ/ WMZ Acres	FMA ACRES	Leave Tree Acres	Existing Road Acres	Other Acres (describe)	Net Harvest Acres	on (List method and error of closure if applicable)
1	T11N;R07 W. SEC 20	02	36	20	16	1	0		15	GPS (Garmin)
2	T11N; R07 W. SEC 20 and 29	02	71	27	44	4.5	.5		39	GPS (Garmin)
3	T11N; R07 W. SEC 20	02	8.7	6.5	2.2	0.2	0		2	GPS (Garmin)
4	T11N; R07 W. SEC 21	02	116	32	84	8	0		76	GPS (Garmin)
5	T11N; R07 W. SEC 21	02	4.5	0	4.5	0.1	0		4.4	GPS (Garmin)
6 (ROW)	T11N; R08 W. SEC 25 & 26	03, 05	1.4	0	1.4	0	0		1.4	GPS (Garmin)
TOTAL ACRES			237.6	85.5	152.1	13.8	.5		137.8	

## **HARVEST PLAN AND SPECIAL CONDITIONS:**

Unit#	Harvest Prescription:	Special Management	Other conditions (#
	(Leave, take, paint color, tags,	areas:	leave trees, etc.)
	flagging etc.)		
	Boundaries are marked with white timber		
	sale tags, pink flagging, and existing		
	road. Leave tree areas are marked white		
	timber sale tags and pink flagging.		
	Individual leave trees are marked with		See Logging Plan
<u>1</u>	blue paint.	None	Maps.
2	Boundaries are marked with white timber		
	sale tags, pink flagging, existing road/		
	timber type change (reprod). Leave tree		
	areas are marked with white timber sale		
	tags and pink flagging or yellow leave	Leave tree area marked	
	tree area tags, pink flagging, and blue	with yellow leave tree	Soo Logging Dlon
	paint. Individual leave trees are marked with blue paint.	area tags are non- tradable leave trees.	See Logging Plan Maps.
3	Boundaries are marked with white timber	tradable leave trees.	See Logging Plan
J	sale tags, pink flagging, and reprod.	None	Maps.
4	Boundaries are marked with white timber	INOTIC	iviaps.
т	sale tags, pink flagging, and existing		
	road. Leave tree area marked with white		See Logging Plan
	timber sale tags and pink flagging.	None	Maps.
5	Boundaries are marked with white timber		See Logging Plan
	sale tags, pink flagging, and reprod.	None	Maps.
6	ROW Boundary is marked with orange		
(ROW)	flagging and Right-of-Way Tags.		
·	Centerline is marked with orange		See Logging Plan
	flagging and wood lathe.	None	Maps.

## OTHER PRE-CRUISE INFORMATION:

Unit #	Primary,secondary Species / Estimated Volume (MBF)	Access information (Gates, locks, etc.)	Photos, traverse maps required
1	DF, WH, WRC, SS, RA	Salmon Creek Rd. to 4900 to 5900 to 5970 to 6300	See Logging Plan Map and Driving Map
2	DF, WH, WRC, SS, RA	Salmon Creek Rd. to 4900 to 5900 to 5970 to 5976	See Logging Plan Map and Driving Map
3	DF, WH, WRC, SS, RA	Salmon Creek Rd. to 4900 to 5900 to 5970	See Logging Plan Map and Driving Map
4	DF, WH, WRC, SS, RA	Salmon Creek Rd. to 4900 to 5900 to 5970	See Logging Plan Map and Driving Map

		Salmon Creek Rd. to 4900 to 5900 to	See Logging Plan Map
5	DF, WH, WRC, SS, RA	5970	and Driving Map
		Salmon Creek Rd. to 4900 to 5900 to	See Logging Plan Map
6	DF, WH	5925	and Driving Map
TOTAL	6,000-7,000 MBF		
MBF	ESTIMATE		

### **REMARKS:**

Units are mostly Western Hemlock with scattered Douglas-fir, Western Red Cedar, Red Alder, and Sitka Spruce.

Prepared By: Brittany Church	Title: Naselle Forester	CC:
Date: 11/28/2022		

## Timber Sale Cruise Report Freedom

Sale Name: FREEDOM
Sale Type: LUMP SUM
Region: PACIFIC CASC
District: ST.HELENS

Lead Cruiser: Dylan Buchanan

Other Cruisers: B. Warnstadt, A. Douglas

### **Cruise Narrative:**

Location: The Freedom sale is located 14 miles east of Naselle. From SR4 take Salmon Creek Rd. for 4.7 miles. The 4900 will be on your right, its a shortcut road and will put you back on salmon creek rd. after 2 miles. Continue for another 1.1 miles and the ROW (U6) will be on your right. Continue on the 5900 until you take a right on the 5970. Follow until you hit the 5970 junction. Continue the 5970 for Units 3,4 and 5. From the Junction turn on to 5970 for Units 1 and 2.

Cruise Design: Diameters were recorded to the nearest whole inch. Bole Heights were measured to a 5 inch tp or estimated break point. Trees were segmented into lengths based on a preference for long logs taking into account the location of defect. Preferred lengths for conifers is 40'. Preferred lengths for hardwoods is 30'. Plots that land in leave tree areas were dropped from the cruise.

Timber Quality: The sale is mostly composed of DF and WH. The WH was some nice looking wood With an average DBH of 18.7". The DF is tall with an average DBH is 23.5". There is some 3P and abundant high quality logs to mix in with the domestic logs. There is a fair amount of RC and RA. The RC was good looking wood while the some of the bigger RA appear to have rot. A trace amount of MA and SS. The most common defect is spike knots and dead standing timber was not uncommon. Unit 4 has around 6 acres of 20 year old timber tied in with it that could be damaged and removal may make it easier to log. Unit 6ROW is a mix of well stocked 25-30 year old WH and DF with some RA.

Logging and Stand Conditions: The sale is consists of steep terrain and deep loose soils. 85% is predicted to be cable logged and 15% ground based.

### General Remarks:

### Timber Sale Notice Volume (MBF)

				MBF Volume by Grade								
Sp	DBH	Rings/In	Age	All	Peeler	Spec Mill	2 Saw	3 Saw	4 Saw	Utility		
DF	23.5	7.0		5,636	579	969	3,355	581	133	19		
WH	18.7			2,883			2,050	643	154	37		
RA	15.6			173			108	19	46			
RC	17.9			168				141	27			
MA	21.7			6				0	3	2		
ALL	20.0	7.0		8,866	579	969	5,512	1,383	364	59		

### **Timber Sale Notice Weight (tons)**

	Tons by Grade										
Sp	All	Peeler	Spec Mill	2 Saw	3 Saw	4 Saw	Utility				
DF	35,148	3,041	5,424	20,512	4,938	1,081	152				
WH	21,889			14,196	5,858	1,516	319				
RC	1,545				1,313	231					
RA	1,442			776	139	527					
MA	56				10	29	17				
ALL	60,080	3,041	5,424	35,484	12,258	3,385	488				

### **Timber Sale Overall Cruise Statistics**

BA	BA SE	V-BAR	V-BAR SE	Net Vol	Vol SE
(sq ft/acre)	(%)	(bf/sq ft)	(%)	(bf/acre)	(%)
306.8	3.2	208.7	1.8	64,339	3.6

### **Timber Sale Unit Cruise Design**

Unit	Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
FREEDOM U1	B1C: VR, 1 BAF (54.44) Measure/ Count Plots, Sighting Ht = 4.5 ft	15.0	16.4	16	11	0
FREEDOM U2	B1C: VR, 1 BAF (54.44) Measure/ Count Plots, Sighting Ht = 4.5 ft	39.0	44.5	36	20	0
FREEDOM U3	B1: VR, 1 BAF (54.44) Measure All, Sighting Ht = 4.5 ft	2.0	2.2	3	3	0
FREEDOM U4	B1C: VR, 1 BAF (62.5) Measure/ Count Plots, Sighting Ht = 4.5 ft	76.0	84.8	75	37	1
FREEDOM U5	B1: VR, 1 BAF (54.44) Measure All, Sighting Ht = 4.5 ft	4.4	4.5	5	5	0
FREEDOM U6 ROW	B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	1.4	1.4	4	4	0
All		137.8	153.7	139	80	1

### Timber Sale Log Grade x Sort Summary

Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
DF	LIVE	2 SAW	Domestic	16.4	40	17,123	16,126	5.8	13,756.6	2,222.2
DF	LIVE	2 SAW	HQ-A	14.1	40	589	586	0.5	510.3	80.7
DF	LIVE	2 SAW	HQ-B	17.7	40	7,925	7,633	3.7	6,244.8	1,051.8
DF	LIVE	3 PEELER	HQ-A	26.5	40	4,201	4,201	0.0	3,041.0	578.9
DF	LIVE	3 SAW	Domestic	9.3	36	3,723	3,552	4.6	4,258.7	489.4

Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
DF	LIVE	3 SAW	HQ-B	9.8	40	672	661	1.6	678.8	91.2
DF	LIVE	4 SAW	Domestic	5.4	28	1,000	965	3.5	1,081.1	133.0
DF	LIVE	CULL	Cull	8.6	5	104	0	100.0	0.0	0.0
DF	LIVE	SPECIAL MILL	HQ-A	20.9	40	7,052	7,034	0.3	5,424.1	969.2
DF	LIVE	UTILITY	Pulp	8.4	14	144	141	2.0	152.2	19.4
MA	LIVE	3 SAW	Domestic	11.9	26	4	3	34.3	10.3	0.4
MA	LIVE	4 SAW	Domestic	5.0	24	34	25	26.9	28.8	3.4
MA	LIVE	UTILITY	Pulp	29.4	16	24	16	35.0	17.0	2.2
RA	LIVE	2 SAW	Domestic	15.4	31	893	782	12.4	776.2	107.8
RA	LIVE	3 SAW	Domestic	11.4	30	147	137	6.6	138.5	18.9
RA	LIVE	4 SAW	Domestic	6.0	31	376	336	10.7	527.5	46.3
RA	LIVE	CULL	Cull	5.0	2	1	0	100.0	0.0	0.0
RC	LIVE	3 SAW	Domestic	8.9	39	1,064	1,021	4.1	1,313.4	140.6
RC	LIVE	4 SAW	Domestic	5.5	28	202	199	1.4	231.4	27.5
RC	LIVE	CULL	Cull	5.4	5	31	0	100.0	0.0	0.0
WH	LIVE	2 SAW	Domestic	15.7	40	15,421	14,876	3.5	14,195.6	2,049.9
WH	LIVE	3 SAW	Domestic	8.9	38	4,797	4,664	2.8	5,858.3	642.7
WH	LIVE	4 SAW	Domestic	5.7	29	1,156	1,115	3.6	1,516.3	153.6
WH	LIVE	CULL	Cull	6.1	6	87	0	100.0	0.0	0.0
WH	LIVE	UTILITY	Pulp	5.8	14	279	268	3.8	319.2	37.0

### Timber Sale Log Sort x Diameter Bin Summary

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 7	LIVE	Domestic	5.7	30	1,345	3.8	1,576.8	185.3
DF	5 - 7	LIVE	Cull	5.9	5	0	100.0	0.0	0.0
DF	5 - 7	LIVE	Pulp	6.3	14	34	4.0	39.5	4.7
DF	8 - 11	LIVE	Cull	9.5	6	0	100.0	0.0	0.0
DF	8 - 11	LIVE	Domestic	9.8	36	3,172	4.6	3,763.0	437.1
DF	8 - 11	LIVE	HQ-B	9.8	40	661	1.6	678.8	91.2
DF	8 - 11	LIVE	Pulp	9.9	14	86	1.6	96.1	11.9
DF	12 - 19	LIVE	Pulp	12.8	13	20	0.0	16.6	2.8
DF	12 - 19	LIVE	Cull	13.0	5	0	100.0	0.0	0.0
DF	12 - 19	LIVE	Domestic	15.4	40	11,169	6.0	10,040.0	1,539.1
DF	12 - 19	LIVE	HQ-B	16.3	40	4,492	3.1	3,795.3	619.0
DF	12 - 19	LIVE	HQ-A	16.7	40	2,070	0.1	1,696.7	285.2
DF	20+	LIVE	HQ-B	22.2	40	3,140	4.5	2,449.5	432.7
DF	20+	LIVE	Domestic	22.6	40	4,957	5.5	3,716.6	683.0

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	20+	LIVE	HQ-A	23.5	40	9,751	0.2	7,278.8	1,343.6
MA	5 - 7	LIVE	Domestic	5.0	24	25	26.9	28.8	3.4
MA	8 - 11	LIVE	Domestic	11.9	26	3	34.3	10.3	0.4
MA	20+	LIVE	Pulp	29.4	16	16	35.0	17.0	2.2
RA	5 - 7	LIVE	Cull	5.0	2	0	100.0	0.0	0.0
RA	5 - 7	LIVE	Domestic	5.6	31	270	9.9	400.2	37.2
RA	8 - 11	LIVE	Domestic	10.1	30	204	9.1	265.8	28.0
RA	12 - 19	LIVE	Domestic	14.9	31	653	11.6	666.0	90.0
RA	20+	LIVE	Domestic	22.0	30	129	16.6	110.2	17.7
RC	5 - 7	LIVE	Cull	5.3	4	0	100.0	0.0	0.0
RC	5 - 7	LIVE	Domestic	6.0	33	474	1.0	682.4	65.3
RC	8 - 11	LIVE	Cull	8.9	7	0	100.0	0.0	0.0
RC	8 - 11	LIVE	Domestic	9.4	35	185	1.3	273.0	25.5
RC	12 - 19	LIVE	Domestic	15.1	39	398	4.1	452.8	54.8
RC	20+	LIVE	Domestic	23.3	37	164	11.8	136.6	22.6
WH	5 - 7	LIVE	Cull	5.6	6	0	100.0	0.0	0.0
WH	5 - 7	LIVE	Pulp	5.8	15	167	6.0	227.0	23.1
WH	5 - 7	LIVE	Domestic	6.0	32	1,922	3.4	2,687.0	264.8
WH	8 - 11	LIVE	Pulp	8.8	14	6	0.0	12.0	0.9
WH	8 - 11	LIVE	Cull	9.6	5	0	100.0	0.0	0.0
WH	8 - 11	LIVE	Domestic	9.8	38	3,857	2.7	4,687.5	531.5
WH	12 - 19	LIVE	Cull	13.2	2	0	100.0	0.0	0.0
WH	12 - 19	LIVE	Domestic	15.1	40	11,389	3.1	11,185.1	1,569.4
WH	12 - 19	LIVE	Pulp	19.2	40	94	0.0	80.3	13.0
WH	20+	LIVE	Domestic	22.4	40	3,487	5.1	3,010.5	480.5

Unit Sale Notice Volume (MBF): FREEDOM U1

				MBF Volume by Grade							
Sp	DBH	Rings/In	Age	All	Peeler	Spec Mill	2 Saw	3 Saw	4 Saw	Utility	
DF	27.5			796	90	101	531	62	7	5	
WH	18.1			239			171	37	14	17	
RC	28.9			13				13			
ALL	23.8			1,048	90	101	702	112	22	22	

Unit Cruise Design: FREEDOM U1

Design	Cruise	FMA	N	N Cruise	N Void
	Acres	Acres	Plots	Plots	Plots
B1C: VR, 1 BAF (54.44) Measure/Count Plots, Sighting Ht = 4.5 ft	15.0	16.4	16	11	0

Unit Cruise Summary: FREEDOM U1

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	41	60	3.8	0
WH	16	25	1.6	0
RC	4	4	0.3	0
ALL	61	89	5.6	0

**Unit Cruise Statistics: FREEDOM 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 (%)
DF	204.2	51.1	12.8	259.9	20.5	3.2	53,068	55.0	13.2
WH	85.1	112.0	28.0	187.6	38.8	9.7	15,958	118.5	29.6
RC	13.6	230.9	57.7	63.7	54.8	27.4	867	237.3	63.9
ALL	302.8	30.1	7.5	230.8	34.1	4.4	69,893	45.5	8.7

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	ВА	RD	MBF Net
DF	LIVE	CUT	41	ALL	27.6	120	155	54,772	53,068	3.1	49.1	204.2	38.9	796.0
RC	LIVE	CUT	4	ALL	28.9	52	64	984	867	11.9	3.0	13.6	2.5	13.0

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	ВА	RD	MBF Net
WH	LIVE	CUT	16	ALL	18.0	78	100	16,453	15,958	3.0	48.1	85.1	20.0	239.4
ALL	LIVE	CUT	61	ALL	23.5	98	126	72,209	69,893	3.2	100.2	302.8	61.4	1,048.4
ALL	ALL	ALL	61	ALL	23.5	98	126	72,209	69,893	3.2	100.2	302.8	61.4	1,048.4

Unit Sale Notice Volume (MBF): FREEDOM U2

				MBF Volume by Grade								
Sp	DBH	Rings/In	Age	All	Peeler	Spec Mill	2 Saw	3 Saw	4 Saw	Utility		
WH	20.2			1,809			1,369	379	58	3		
DF	27.2			1,235	131	234	755	100	10	5		
RC	24.8			28				28				
ALL	22.1			3,072	131	234	2,124	506	68	8		

Unit Cruise Design: FREEDOM U2

Design	Cruise	FMA	N	N Cruise	N Void
	Acres	Acres	Plots	Plots	Plots
B1C: VR, 1 BAF (54.44) Measure/Count Plots, Sighting Ht = 4.5 ft	39.0	44.5	36	20	0

Unit Cruise Summary: FREEDOM U2

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
WH	71	132	3.7	0
DF	40	79	2.2	0
RC	4	4	0.1	0
ALL	115	215	6.0	0

Unit Cruise Statistics: FREEDOM U2

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
WH	199.6	53.4	8.9	232.4	22.7	2.7	46,386	58.0	9.3
DF	119.5	75.3	12.6	265.1	20.9	3.3	31,665	78.2	13.0
RC	6.0	358.6	59.8	119.1	71.8	35.9	720	365.7	69.7
ALL	325.1	30.1	5.0	242.3	25.2	2.3	78,771	39.2	5.5

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	ВА	RD	MBF Net
DF	LIVE	CUT	40	ALL	27.4	112	147	33,050	31,665	4.2	29.2	119.5	22.8	1,234.9
RC	LIVE	CUT	4	ALL	24.8	52	64	813	720	11.4	1.8	6.0	1.2	28.1

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	ВА	RD	MBF Net
WH	LIVE	CUT	71	ALL	20.2	95	122	48,071	46,386	3.5	89.7	199.6	44.4	1,809.0
ALL	LIVE	CUT	115	ALL	22.2	99	127	81,934	78,771	3.9	120.7	325.1	68.5	3,072.1
ALL	ALL	ALL	115	ALL	22.2	99	127	81,934	78,771	3.9	120.7	325.1	68.5	3,072.1

Unit Sale Notice Volume (MBF): FREEDOM U3

				MBF Volume by Grade							
Sp	DBH	Rings/In	Age	All	Peeler	Spec Mill	2 Saw	3 Saw	4 Saw	Utility	
DF	28.7			77	6	17	47	7		0	
WH	25.8			71			65	6			
RC	14.0			1					1		
ALL	25.3			149	6	17	112	13	1	0	

Unit Cruise Design: FREEDOM U3

Design	Cruise	FMA	N	N Cruise	N Void
	Acres	Acres	Plots	Plots	Plots
B1: VR, 1 BAF (54.44) Measure All, Sighting Ht = 4.5 ft	2.0	2.2	3	3	0

**Unit Cruise Summary: FREEDOM U3** 

Sp	<b>Cruised Trees</b>	All Trees	Trees/Plot	Ring-Count Trees
DF	9	9	3.0	0
WH	8	8	2.7	0
RC	1	1	0.3	0
ALL	18	18	6.0	0

**Unit Cruise Statistics: FREEDOM U3** 

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	163.3	57.7	33.3	234.7	12.6	4.2	38,326	59.1	33.6
WH	145.2	78.1	45.1	244.3	13.7	4.8	35,473	79.3	45.3
RC	18.1	173.2	100.0	31.8	0.0	0.0	577	173.2	100.0
ALL	326.6	16.7	9.6	227.7	25.2	5.9	74,376	30.2	11.3

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	ВА	RD	MBF Net
DF	LIVE	CUT	9	ALL	28.7	111	148	39,737	38,326	3.6	36.4	163.3	30.5	76.7
RC	LIVE	CUT	1	ALL	14.0	37	44	611	577	5.6	17.0	18.1	4.8	1.2

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	ВА	RD	MBF Net
WH	LIVE	CUT	8	ALL	25.8	108	136	36,499	35,473	2.8	40.0	145.2	28.6	70.9
ALL	LIVE	CUT	18	ALL	25.3	96	124	76,847	74,376	3.2	93.4	326.6	63.9	148.8
ALL	ALL	ALL	18	ALL	25.3	96	124	76,847	74,376	3.2	93.4	326.6	63.9	148.8

### Unit Sale Notice Volume (MBF): FREEDOM U4

				MBF Volume by Grade								
Sp	DBH	Rings/In	Age	All	Peeler	Spec Mill	2 Saw	3 Saw	4 Saw	Utility		
DF	20.8	7.0		3,371	328	610	1,915	398	111	9		
WH	14.9			692			410	197	70	15		
RA	15.6			172			108	19	46			
RC	14.7			116				90	26			
MA	8.0			3					3			
ALL	17.5	7.0		4,354	328	610	2,432	704	256	24		

### Unit Cruise Design: FREEDOM U4

Design	Cruise	FMA	N	N Cruise	N Void
	Acres	Acres	Plots	Plots	Plots
B1C: VR, 1 BAF (62.5) Measure/Count Plots, Sighting Ht = 4.5 ft	76.0	84.8	75	37	1

### Unit Cruise Summary: FREEDOM U4

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	114	239	3.2	1
WH	38	72	1.0	0
RA	18	25	0.3	0
RC	22	28	0.4	0
MA	1	1	0.0	0
ALL	193	365	4.9	1

### **Unit Cruise Statistics: FREEDOM U4**

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	199.2	61.8	7.1	222.7	28.5	2.7	44,349	68.1	7.6
WH	60.0	136.4	15.7	151.8	41.7	6.8	9,106	142.6	17.1
RA	20.8	233.1	26.9	108.8	20.6	4.8	2,268	234.0	27.3
RC	23.3	169.3	19.5	65.4	42.6	9.1	1,526	174.5	21.6
MA	0.8	866.0	100.0	54.4	0.0	0.0	45	866.0	100.0
ALL	304.2	41.6	4.8	188.4	43.0	3.1	57,293	59.8	5.7

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	114	ALL	20.4	78	106	46,160	44,349	3.9	87.7	199.2	44.1	3,370.5
MA	LIVE	CUT	1	ALL	8.0	25	49	62	45	26.9	2.4	0.8	0.3	3.4
RA	LIVE	CUT	18	ALL	12.8	50	66	2,561	2,268	11.5	23.3	20.8	5.8	172.3
RC	LIVE	CUT	22	ALL	14.7	42	55	1,591	1,526	4.1	19.8	23.3	6.1	115.9
WH	LIVE	CUT	38	ALL	14.1	59	79	9,549	9,106	4.6	55.3	60.0	16.0	692.0
ALL	LIVE	CUT	193	ALL	17.2	65	87	59,923	57,293	4.4	188.5	304.2	72.3	4,354.3
ALL	ALL	ALL	193	ALL	17.2	65	87	59,923	57,293	4.4	188.5	304.2	72.3	4,354.3

Unit Sale Notice Volume (MBF): FREEDOM U5

				MBF Volume by Grade							
Sp	DBH	Rings/In	Age	All	Peeler	Spec Mill	2 Saw	3 Saw	4 Saw	Utility	
DF	30.6			145	23	8	107	7	0		
WH	12.2			54			32	14	8	1	
RC	22.2			10				10			
MA	40.0			3				0		2	
ALL	18.2			212	23	8	139	30	8	3	

Unit Cruise Design: FREEDOM U5

Design	Cruise	FMA	N	N Cruise	N Void
	Acres	Acres	Plots	Plots	Plots
B1: VR, 1 BAF (54.44) Measure All, Sighting Ht = 4.5 ft	4.4	4.5	5	5	0

**Unit Cruise Summary: FREEDOM U5** 

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	11	11	2.2	0
WH	7	7	1.4	0
RC	2	2	0.4	0
MA	1	1	0.2	0
ALL	21	21	4.2	0

**Unit Cruise Statistics: FREEDOM U5** 

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	119.8	87.4	39.1	275.8	15.2	4.6	33,035	88.7	39.4
WH	76.2	119.5	53.5	161.0	47.8	18.1	12,274	128.7	56.4
RC	21.8	136.9	61.2	103.5	23.1	16.3	2,253	138.9	63.4
MA	10.9	223.6	100.0	53.5	0.0	0.0	583	223.6	100.0
ALL	228.6	68.2	30.5	210.6	43.2	9.4	48,146	80.7	31.9

Sp	Status	Rx	N	D	DBH	BL	THT	BF	BF	Defect	TPA	ВА	RD	MBF
								Gross	Net	%				Net
DF	LIVE	CUT	11	ALL	30.6	120	160	33,984	33,035	2.8	23.5	119.8	21.7	145.4
MA	LIVE	CUT	1	ALL	40.0	44	53	895	583	34.9	1.2	10.9	1.7	2.6
RC	LIVE	CUT	2	ALL	22.2	52	77	2,302	2,253	2.1	8.1	21.8	4.6	9.9
WH	LIVE	CUT	7	ALL	12.2	39	67	12,984	12,274	5.5	93.9	76.2	21.8	54.0
ALL	LIVE	CUT	21	ALL	18.2	55	84	50,165	48,146	4.0	126.7	228.6	49.8	211.8
ALL	ALL	ALL	21	ALL	18.2	55	84	50,165	48,146	4.0	126.7	228.6	49.8	211.8

### Unit Sale Notice Volume (MBF): FREEDOM U6 ROW

					MBF Volume by Grade					
Sp	DBH	Rings/In	Age	All	2 Saw	3 Saw	4 Saw	Utility		
WH	11.7			18	3	10	3	1		
DF	11.7			12		8	4	0		
RA	11.0			1			1			
ALL	11.7			31	3	18	8	1		

### Unit Cruise Design: FREEDOM U6 ROW

Design	Cruise	FMA	N	N Cruise	N Void
	Acres	Acres	Plots	Plots	Plots
B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	1.4	1.4	4	4	0

### Unit Cruise Summary: FREEDOM U6 ROW

Sp	<b>Cruised Trees</b>	All Trees	Trees/Plot	Ring-Count Trees
WH	11	11	2.8	0
DF	8	8	2.0	0
RA	1	1	0.3	0
ALL	20	20	5.0	0

### Unit Cruise Statistics: FREEDOM U6 ROW

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
WH	110.0	68.8	34.4	115.2	15.7	4.7	12,677	70.6	34.7
DF	80.0	108.0	54.0	109.2	17.7	6.3	8,738	109.5	54.4
RA	10.0	200.0	100.0	47.0	0.0	0.0	470	200.0	100.0
ALL	200.0	16.3	8.2	109.4	21.1	4.7	21,885	26.7	9.4

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	ВА	RD	MBF Net
DF	LIVE	CUT	8	ALL	11.7	56	83	9,379	8,738	6.8	107.2	80.0	23.4	12.2
RA	LIVE	CUT	1	ALL	11.0	32	41	500	470	6.1	15.2	10.0	3.0	0.7

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	ВА	RD	MBF Net
WH	LIVE	CUT	11	ALL	11.7	50	72	13,054	12,677	2.9	147.3	110.0	32.2	17.7
ALL	LIVE	CUT	20	ALL	11.7	52	74	22,933	21,885	4.6	269.7	200.0	58.6	30.6
ALL	ALL	ALL	20	ALL	11.7	52	74	22,933	21,885	4.6	269.7	200.0	58.6	30.6



		FPA/N No:	2942068	
		Effective Date:	12/12/2023	
O NAT	URLER	Expiration Date:	12/12/2026	
	plication/Notification	Shut Down Zone:	651S; 651N	
Notice of	Decision	EARR Tax Credit:	■ Eligible	☐ Non-eligible
		Reference:	Freedom TBS	S
			30-104775	
Decision				
☐ Notification Accepted	Operations shall not begin be	efore the effective date.		
■ Approved	This Forest Practices Applica	ation is subject to the cond	itions listed be	low,
☐ Disapproved	This Forest Practices Applica	ation is disapproved for the	reasons listed	below.
□ Withdrawn	Applicant has withdrawn the	Forest Practices Application	on/Notification	(FPA/N).
□ Closed	All forest practices obligation	s are met.		
FPA/N Classification  Class II Class III	☐ Class IVG ☐ Class IV	192-E		Multi-Year Request
Class II	Class IVG	S	☐ 5 years	
Conditions on Approval/R	easons for Disapproval			
Helicopter operations shall r	not be allowed:			
	parbled murrelet site or the req	uired managed buffer zone	e adjacent to th	nat site during the
critical nesting seas (b) Within 0.25 mile of a nesting season.	on; or an occupied marbled murrelet	site during the daily peak a	activity periods	within the critical
	tivities located within 0.25 mile ing restrictions per WACs 222 o August 31)			
Issued By: Brian Wesema	ann	Region: Pacific	: Cascade Reg	ion
Title: Forest Practices Fo	rester	Date: 12/12/2023	3	
Copies to:	downer, Timber Owner, and O	perator		
Issued in person: ■ LO ■	TO DOP By: chaque	South Date	12/12/	123
•	- Lawyell	01		- A-No A-1

### **Appeal Information**

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

### You must file your appeal at all three addresses below:

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

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

### Other Applicable Laws

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

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

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

Continuing Forestland Obligations (RCW 76.09.060, RCW 76.09.070, RCW 76.09.390, and WAC 222-20-055)
Obligations include reforestation, road maintenance and abandonment plans, conversions of forestland to non-forestry use and/or harvest strategies on perennial non-fish habitat (Type Np) waters in Eastern Washington.

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

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

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

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

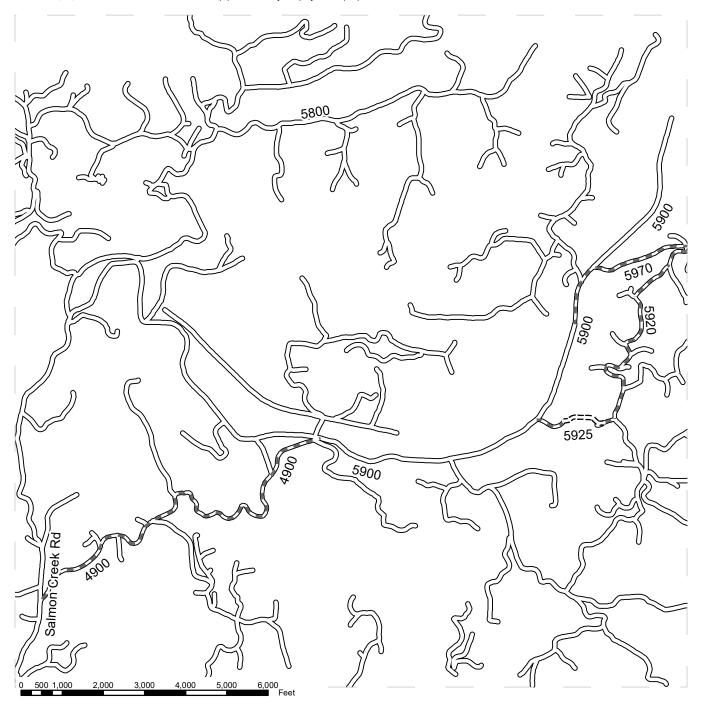
### ROAD PLAN MAP

SALE NAME: FREEDOM AGREEMENT#: 30-104775 FREEDOM Pacific Cascade Region

TOWNSHIP(S): T11R7W

TRUST(S): State Forest Purchase (2), University Repayment (41)

REGION: Pacific Ca COUNTY(S): Pacific ELEVATION RGE: 480-1200



- □ Existing Roads
   ☐
- Required Pre-Haul Maintenance
- === Required Construction
- Harvest Unit

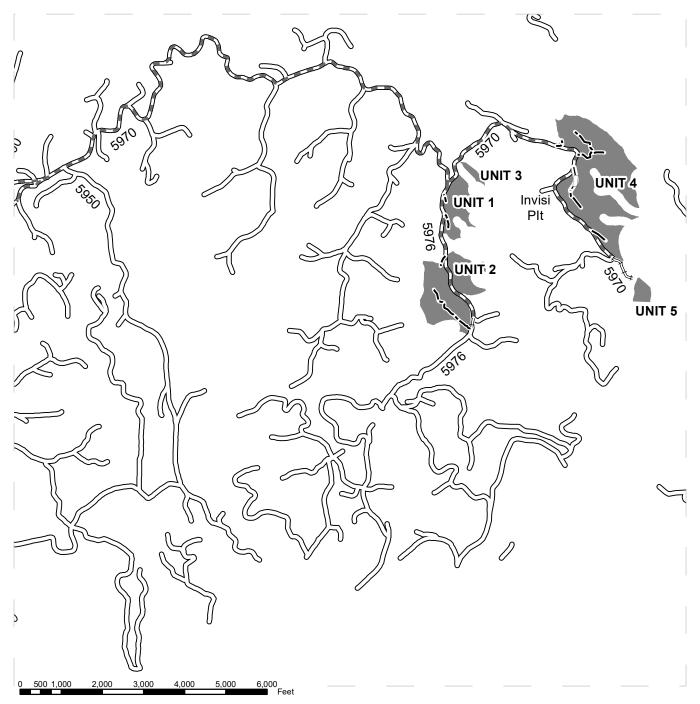
### ROAD PLAN MAP

**FREEDOM** SALE NAME: **AGREEMENT#**: 30-104775

TOWNSHIP(S): T11R7W

TRUST(S): State Forest Purchase (2), University Repayment (41) Pacific Cascade Region

REGION: Pacific Ca COUNTY(S): Pacific ELEVATION RGE: 480-1200

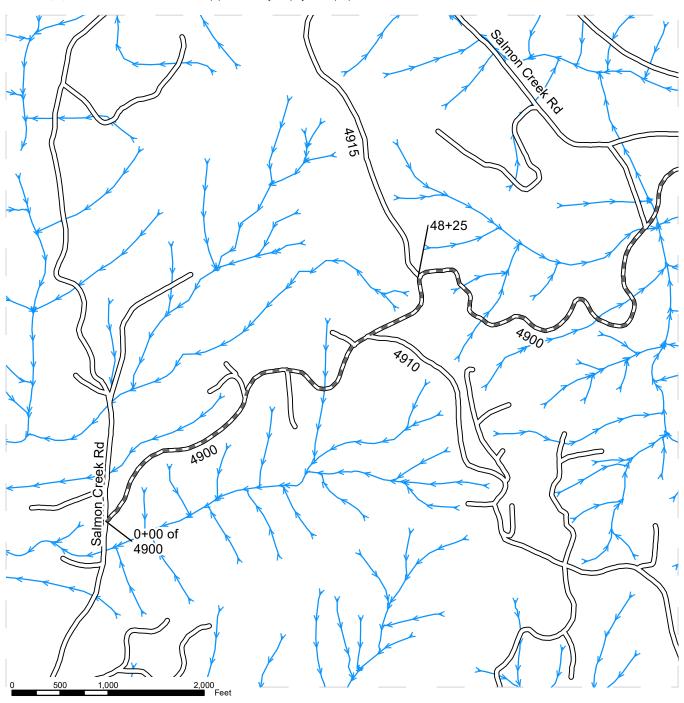


- □ Existing Roads
- Required Pre-Haul Maintenance
- Optional Construction
- → Optional Reconstruction
- Harvest Unit

SALE NAME: FREEDOM AGREEMENT#: 30-104775 FREEDOM Pacific Cascade Region

REGION: Pacific Car COUNTY(S): Pacific ELEVATION RGE: 480-1200 TOWNSHIP(S): T11R7W

TRUST(S): State Forest Purchase (2), University Repayment (41)



□ Existing Roads

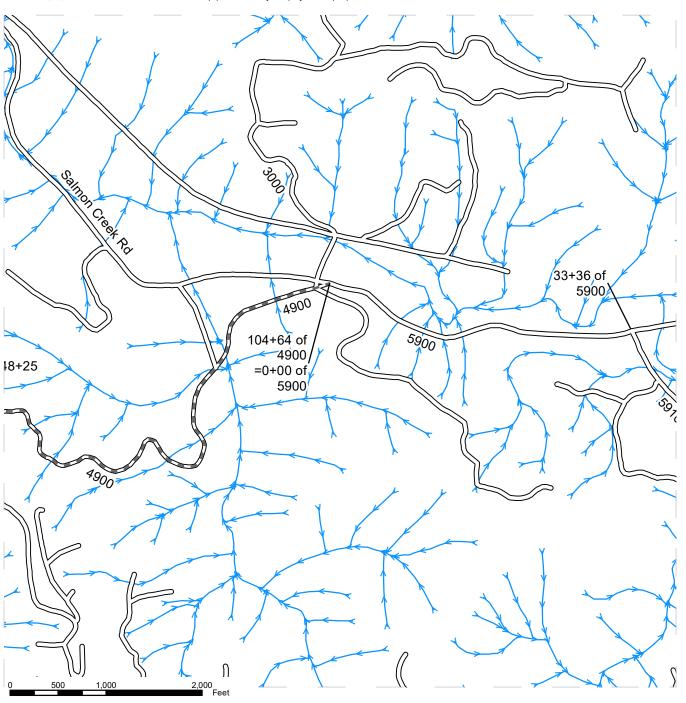
Required Pre-Haul Maintenance

**Streams** 

FREEDOM SALE NAME: Pacific Cascade Region

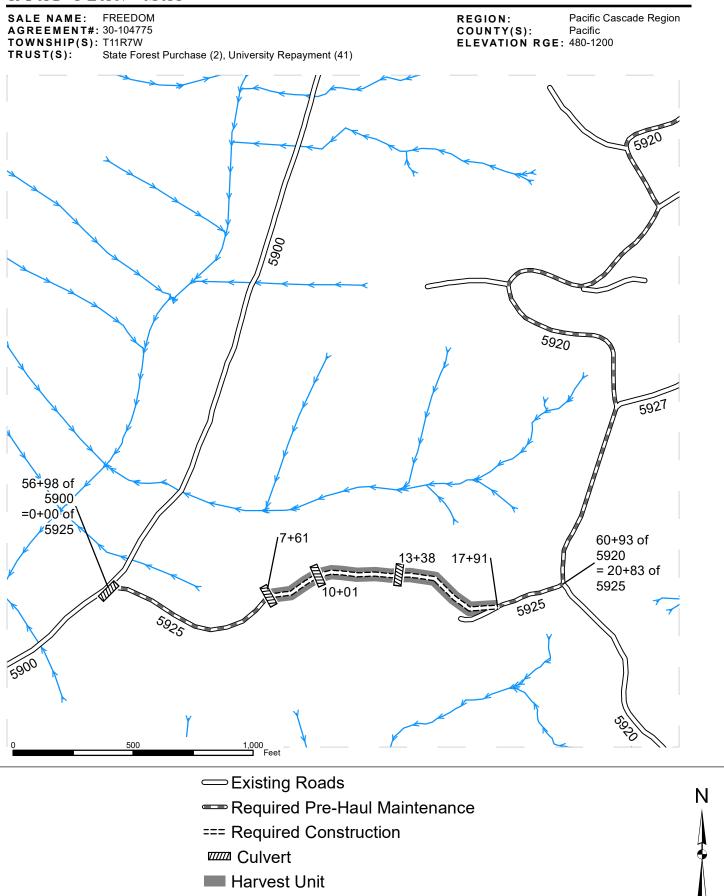
REGION: Pacific Ca COUNTY(S): Pacific ELEVATION RGE: 480-1200 **AGREEMENT#**: 30-104775 TOWNSHIP(S): T11R7W

TRUST(S): State Forest Purchase (2), University Repayment (41)



Required Pre-Haul Maintenance

Streams

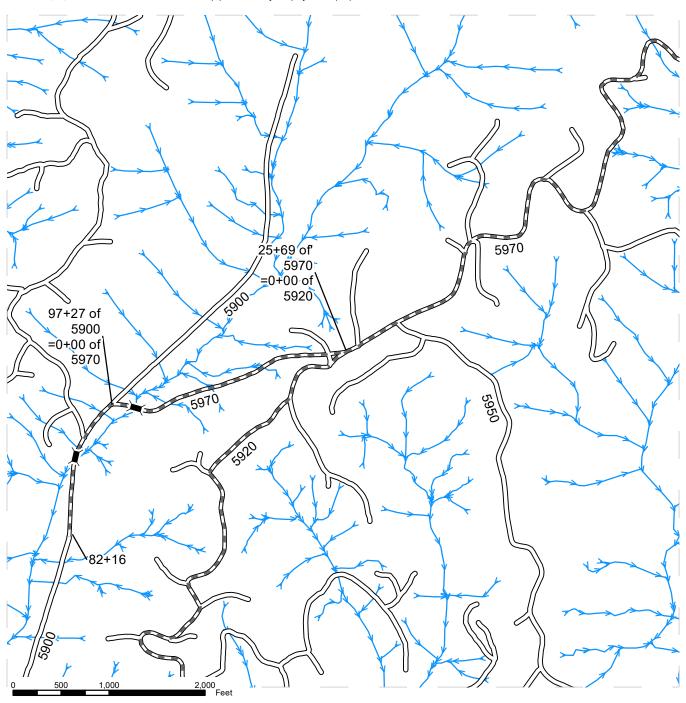


Streams

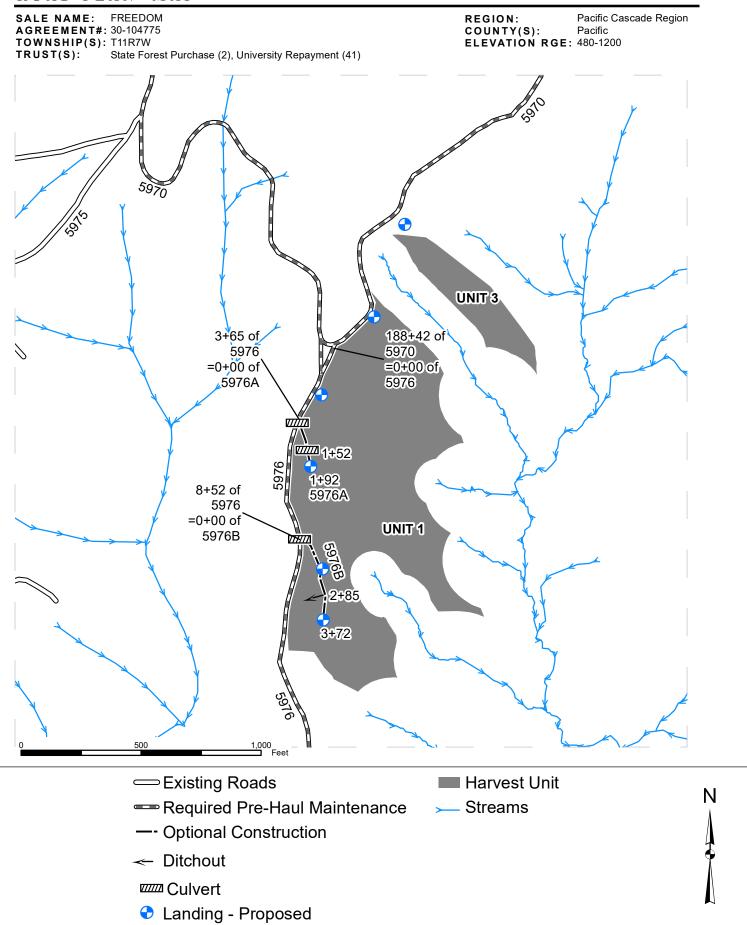
FREEDOM SALE NAME: Pacific Cascade Region

REGION: Pacific Car COUNTY(S): Pacific ELEVATION RGE: 480-1200 **AGREEMENT#**: 30-104775 TOWNSHIP(S): T11R7W

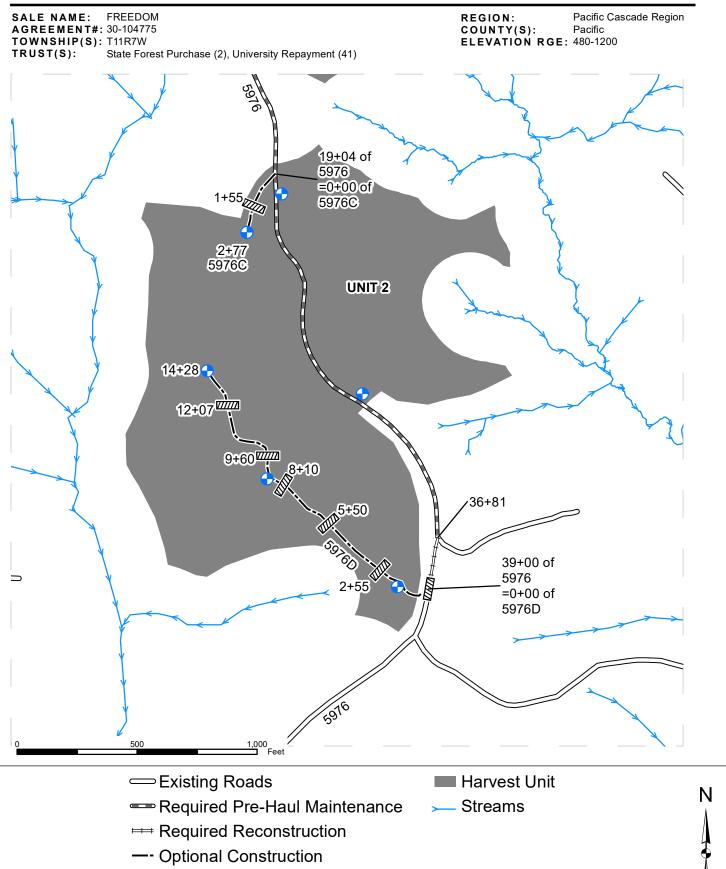
TRUST(S): State Forest Purchase (2), University Repayment (41)



- □ Existing Roads
   ☐
- Required Pre-Haul Maintenance
- ➤ Bridge
- **Streams**



Prepared By: accc490 Modification Date: 11/15/2023

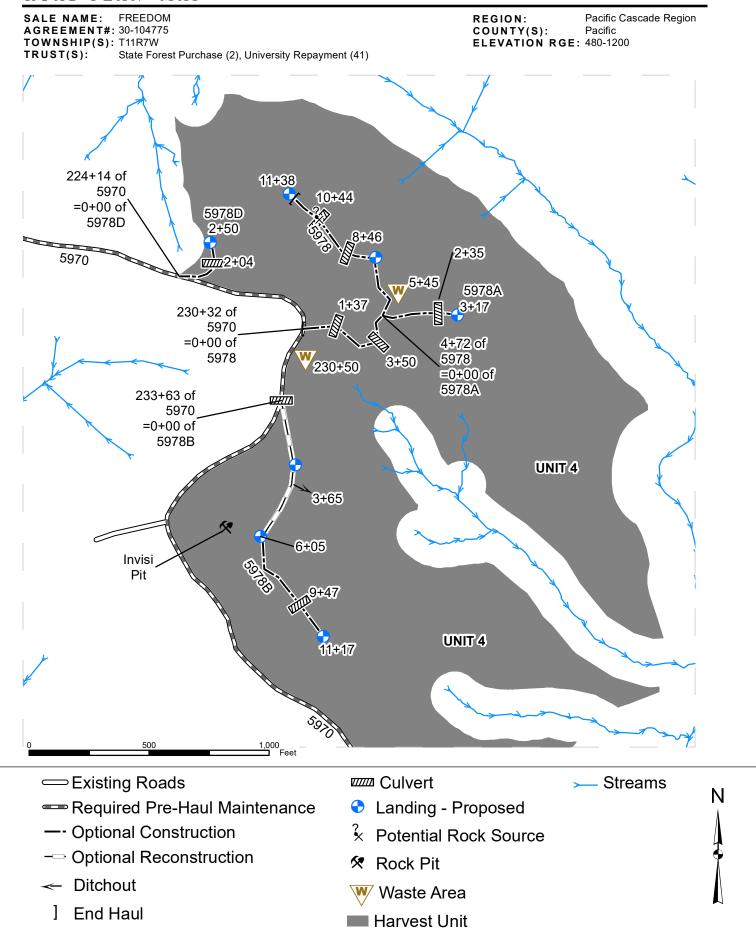


Prepared By: accc490 Modification Date: 11/15/2023

**Culvert** 

Landing - Proposed

### ROAD PLAN MAP



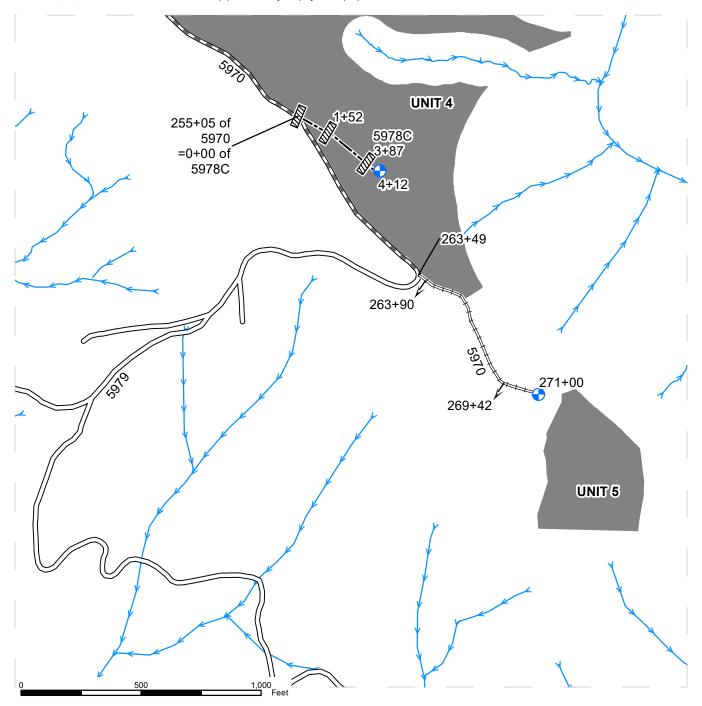
Prepared By: accc490 Modification Date: 11/15/2023

FREEDOM SALE NAME: **REGION:** Pacific Cascade Region

**AGREEMENT#**: 30-104775 TOWNSHIP(S): T11R7W

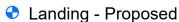
TRUST(S): State Forest Purchase (2), University Repayment (41) COUNTY(S): Pacific

ELEVATION RGE: 480-1200



- □ Existing Roads
- Required Pre-Haul Maintenance
- Optional Construction
- Ditchout

**Culvert** 



- Harvest Unit
- Streams



### STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES

# FREEDOM TIMBER SALE ROAD PLAN PACIFIC COUNTY ST. HELENS DISTRICT PACIFIC CASCADE REGION

AGREEMENT NO.: 30-104775 STAFF ENGINEER: CHACE JOHANSON

DRAWN & COMPILED BY: ALICIA COMPTON

### SECTION 0 – SCOPE OF PROJECT

### 0-1 ROAD PLAN SCOPE

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

### 0-2 REQUIRED ROADS

The specified work on the following roads is required.

Road	<u>Stations</u>	<u>Type</u>
4900	0+00 to 104+64	Pre-Haul Maintenance
5900	82+16 to 97+27	Pre-Haul Maintenance
5920	0+00 to 60+93	Pre-Haul Maintenance
5970	0+00 to 263+49	Pre-Haul Maintenance
5976	0+00 to 36+81	Pre-Haul Maintenance
5970	263+49 to 271+00	Reconstruction
5976	36+81 to 39+00	Reconstruction
5925	0+00 to 7+61	Pre-Haul Maintenance
5925	7+61 to 17+91	Construction
5925	17+91 to 20+83	Pre-Haul Maintenance

FINALIZED DATE: NOVEMBER 15, 2023

### 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>
5976A	0+00 to 1+92	Construction
5976B	0+00 to 3+72	Construction
5976C	0+00 to 2+77	Construction
5976D	0+00 to 14+28	Construction
5978	0+00 to 11+38	Construction
5978A	0+00 to 3+17	Construction
5978B	0+00 to 6+05	Reconstruction
5978B	6+05 to 11+17	Construction
5978C	0+00 to 4+12	Construction
5978D	0+00 to 2+50	Construction

### 0-4 CONSTRUCTION

Construction includes, but is not limited to: clearing, grubbing, and organic debris disposal; excavation, embankment, fill, and waste material disposal; turnout, landing, turnaround, ditch, and ditch-out construction; acquisition and installation of drainage structures; shaping and compaction; acquisition, manufacture, and application of rock; acquisition and installation of (a) gate(s); acquisition and application of erosion control.

### 0-5 RECONSTRUCTION

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

Road	<u>Stations</u>	<u>Requirements</u>
5970	263+49 to 271+00	Clearing and grubbing, widening the
5976	36+81 to 39+00	road prism, culverts, shaping and
5978B	0+00 to 6+05	compaction, rock, erosion control

FINALIZED DATE: NOVEMBER 15, 2023

### 0-6 PRE-HAUL MAINTENANCE

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

Road	<u>Stations</u>	<u>Requirements</u>
5970	0+00 to 263+49	Maintenance grading, rock application in accordance with the ROCK LIST, compaction
5976	0+00 to 36+81	
4900	0+00 to 104+64	
5900	82+16 to 97+27	
5920	0+00 to 60+93	
5925	0+00 to 7+61	Install culvert, brushing in accordance with Clause 3-1, maintenance grading, rock application in accordance with the ROCK LIST, compaction
5925	17+91 to 20+83	Clean ditches in accordance with Clause 2-7, maintenance grading, rock application in accordance with the ROCK LIST, compaction

### 0-12 DEVELOP ROCK SOURCE

Purchaser may develop a new rock source. Rock source development will involve clearing, grubbing, organic debris disposal, stripping overburden, waste material disposal, ripping, blasting, pre-screening. Work for developing rock sources is listed in Section 6 ROCK AND SURFACING.

### SECTION 1 – GENERAL

### 1-1 ROAD PLAN CHANGES

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

### 1-2 UNFORESEEN CONDITIONS

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

Page 3 of 47

FREEDOM 30-104775 FINALIZED DATE: NOVEMBER 15, 2023

### 1-3 ROAD DIMENSIONS

Purchaser shall perform road work in accordance with the dimensions shown on the TYPICAL SECTION SHEET and the specifications within this road plan, unless controlled by construction stakes.

### 1-4 ROAD TOLERANCES

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

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

### 1-5 DESIGN DATA

Road design data is included in this road plan.

### 1-6 ORDER OF PRECEDENCE

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

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

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

### 1-8 REPAIR OR REPLACEMENT OF DAMAGED MATERIALS

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

### 1-9 DAMAGED METALLIC COATING

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

FREEDOM 30-104775 FINALIZED DATE: NOVEMBER 15, 2023 Page 4 of 47

### 1-15 ROAD MARKING

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

- Stakes, orange ribbon, orange paint, ROW tags
- Aluminum tags on design roads

### 1-16 CONSTRUCTION STAKES SET BY STATE

Purchaser shall perform work on the following road(s) in accordance with the construction stakes and reference points set in the field for grade and alignment. Reconstruction of existing road grades must conform to the original location except where construction staked or designed.

Road	<u>Stations</u>	<u>Type</u>
5978	0+00 to 11+38	Slope stakes & RP's

### 1-18 REFERENCE POINT DAMAGE

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

### 1-21 HAUL APPROVAL

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

### 1-22 WORK NOTIFICATIONS

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

### 1-23 ROAD WORK PHASE APPROVAL

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

- Brushing
- Ditch cleaning
- Culvert cleaning
- Maintenance grading
- Subgrade construction and reconstruction
- Culvert installations
- Shaping & compaction
- Rock application & compaction
- Erosion control application

### 1-25 ACTIVITY TIMING RESTRICTION

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

<u>Road</u>	<u>Stations</u>	
Road construction	October 1 to April 30, except work	
and reconstruction	listed in 1-27	

### 1-26 OPERATING DURING CLOSURE PERIOD

If permission is granted to operate during a closure period listed in Clause 1-25 ACTIVITY TIMING RESTRICTION, Purchaser shall provide a maintenance plan to include further protection of state resources. Purchaser shall obtain written approval from the Contract Administrator for the maintenance plan, and shall put preventative measures in place before operating during the closure period. Purchaser is required to maintain all haul roads at their own expense.

### 1-27 TIMING RESTRICTION FOR MARBLED MURRELET

On the following road, any road work, right-of-way timber falling and yarding, rock pit operation, or heavy equipment operation is not allowed from one hour before official sunrise to two hours after official sunrise, and from one hour before official sunset to one hour after official sunset from April 1 through September 23. This restriction does not apply to hauling timber, rock, or equipment on listed roads.

<u>Road</u>	<u>Stations</u>
5900	0+00 to 33+36
4900	48+25 to 104+64

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### 1-29 SEDIMENT RESTRICTION

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

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### 1-30 CLOSURE TO PREVENT DAMAGE

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

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

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

### 1-32 BRIDGE OR ASPHALT SURFACE RESTRICTION

The use of metal tracked equipment is not allowed on bridge or asphalt surfaces at any time. If Purchaser must run equipment on bridge or asphalt surfaces, then rubber tired equipment or other methods, approved in writing by Contract Administrator, must be used. Material utilized to protect the deck surface from tracked equipment damage must be of substantial thickness, durability, and width to support the machine weight and prevent grousers from touching the bridge deck and asphalt surfaces.

If tracked equipment is used on bridge or asphalt surfaces, Purchaser shall immediately cease all road construction and hauling operations. Purchaser shall remove any dirt, rock, or other material tracked or spilled on the bridge or asphalt surface(s) and have surface(s) evaluated by the Contract Administrator or their designee for any damage caused by transporting equipment. Any damage to the surface(s) will be repaired, at the Purchaser's expense, as directed by the Contract Administrator.

### 1-33 SNOW PLOWING RESTRICTION

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

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## 1-40 ROAD APPROACHES TO COUNTY ROADS AND STATE HIGHWAYS

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

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

The following county road is affected by this sale:

Road
Salmon Creek Rd
(4900 and Salmon Creek Rd Intersection)

## **SECTION 2 – MAINTENANCE**

## 2-1 GENERAL ROAD MAINTENANCE

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

## 2-2 ROAD MAINTENANCE – PURCHASER MAINTENANCE

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

## 2-3 ROAD MAINTENANCE – DESIGNATED MAINTAINER

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

## 2-4 PASSAGE OF LIGHT VEHICLES

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

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## 2-5 MAINTENANCE GRADING – EXISTING ROAD

On the following roads, Purchaser shall use a grader to shape the existing surface before rock application.

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
5920	0+00 to 60+93	Grade and shape existing road surface,
5970	0+00 to 263+49	apply rock in accordance with the ROCK
5976	0+00 to 36+81	LIST, compact
4900	0+00 to 104+64	
5900	82+16 to 97+27	
5925	0+00 to 7+61	
5925	17+91 to 20+83	

## 2-7 CLEANING DITCHES, HEADWALLS, AND CATCH BASINS

On the following road, Purchaser shall clean ditches, headwalls, and catch basins. Work must be completed before timber haul and must be done in accordance with the TYPICAL SECTION SHEET. Pulling ditch material across the road or mixing in with the road surface is not allowed.

<u>Road</u>	<u>Stations</u>
5925	17+91 to 20+83

SECTION 3 – CLEARING, GRUBBING, AND DISPOSAL

## 3-1 BRUSHING

On the following road(s), Purchaser shall cut vegetative material up to 5 inches in diameter, including limbs, as shown on the BRUSHING DETAIL. Brushing must be achieved by mechanical cutting of brush, trees, and branches. Root systems and stumps of cut vegetation may not be disturbed unless directed by the Contract Administrator. Purchaser shall remove brushing debris from the road surface, ditchlines, and culvert inlets and outlets.

<u>Road</u>	<u>Stations</u>
5925	0+00 to 7+61

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## 3-5 CLEARING

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

## 3-7 RIGHT-OF-WAY DECKING

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

## 3-8 PROHIBITED DECKING AREAS

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

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

## 3-10 GRUBBING

Purchaser shall remove all stumps between the grubbing limits specified on the TYPICAL SECTION SHEET. Purchaser shall also remove stumps with undercut roots outside the grubbing limits. Purchaser shall remove stumps using a hydraulic mounted excavator unless authorized in writing by the Contract Administrator. Grubbing must be completed before starting excavation and embankment.

## 3-12 STUMP PLACEMENT

Purchaser shall place grubbed stumps outside of the grubbing limits, on the downhill side of the road, and in compliance with all other clauses in this road plan.

## 3-14 STUMPS WITHIN DESIGNATED WASTE AREAS

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

## 3-20 ORGANIC DEBRIS DEFINITION

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

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## 3-21 DISPOSAL COMPLETION

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

## 3-22 DESIGNATED WASTE AREA FOR ORGANIC DEBRIS

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

<u>Road</u>	<b>Disposal Location</b>	
5970	230+50 Left	
5978	5+45 Right	

## 3-23 PROHIBITED DISPOSAL AREAS

Purchaser shall not place organic debris in the following areas:

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

## 3-24 BURYING ORGANIC DEBRIS RESTRICTED

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

## 3-25 SCATTERING ORGANIC DEBRIS

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

## 3-31 PILING

Purchaser shall pile organic debris no closer than 20 feet from standing timber and no higher than 3 feet in areas specified in Clause 3-22 DESIGNATED WASTE AREA FOR ORGANIC DEBRIS. Piles must be free of rock and soil.

## 3-32 END HAULING ORGANIC DEBRIS

On the following road(s), Purchaser shall end haul or push organic debris to the designated waste areas specified in Clause 3-22 DESIGNATED WASTE AREA FOR ORGANIC DEBRIS.

<u>Road</u>	<u>Stations</u>
5978	2+55 to 11+38

## SECTION 4 – EXCAVATION

#### 4-2 **PIONEERING**

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

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

#### 4-3 ROAD GRADE AND ALIGNMENT STANDARDS

Purchaser shall follow these standards for road grade and alignment, except as designed:

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

#### 4-5 **CUT SLOPE RATIO**

Purchaser shall construct excavation slopes no steeper than shown on the following table, unless construction staked or designed:

	<u>Excavation</u>	Excavation Slope
<u>Material Type</u>	Slope Ratio	<u>Percent</u>
Common Earth	1:1	100
Fractured or loose rock	1/2:1	200
Hardpan or solid rock	14:1	400

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### 4-6 EMBANKMENT SLOPE RATIO

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

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

## 4-7 SHAPING CUT AND FILL SLOPE

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

## 4-8 CURVE WIDENING

The minimum widening placed on the inside of curves is:

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

## 4-10 WIDEN THE EXISTING SUBGRADE

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

## 4-12 FULL BENCH CONSTRUCTION

On the following road(s), Purchaser shall use full bench construction for the entire subgrade width except as construction staked or designed. Purchaser shall end haul waste material to the location specified in Clause 4-37 WASTE AREA LOCATION.

Road	Full Bench Location
5978	2+55 to 11+38

## 4-22 TURNAROUNDS

Purchaser shall construct optional turnarounds as designated on the ROCK LIST. Turnarounds must be no larger than 30 feet long and 30 feet wide.

## 4-25 DITCH CONSTRUCTION AND RECONSTRUCTION

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

## 4-28 DITCH DRAINAGE

Ditches must drain to cross-drain culverts or ditchouts.

### 4-29 DITCHOUTS

Purchaser shall construct ditchouts as identified on the CULVERT LIST or as directed by the Contract Administrator. Ditchouts must be constructed in a manner that diverts ditch water onto the forest floor and must have excavation backslopes no steeper than a 1:1 ratio. L or R denotes ditchout left or ditchout right.

## 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. On side slopes greater than 45%, all waste material must be end hauled or pushed to the designated embankment sites and waste areas identified in Clause 4-37 WASTE AREA LOCATION.

## 4-37 WASTE AREA LOCATION

Purchaser shall deposit waste material in the listed designated areas. The amount of material allowed in a waste area is at the discretion of the Contract Administrator.

<u>Road</u>	Waste Area Location
5970	230+50 Left
5978	5+45 Right

## 4-38 PROHIBITED WASTE DISPOSAL AREAS

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

- Within 25 feet of a cross drain culvert.
- Within 50 feet of a live stream or wetland.
- Within a riparian management zone.
- Within a wetland management zone.
- On side slopes steeper than 45%.
- In locations that interfere with the construction of the road prism.
- In locations that impede drainage.
- Against standing timber.
- Outside the clearing limits.
- On the uphill side of the road.

## 4-48 NATIVE MATERIAL

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

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## 4-55 ROAD SHAPING

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

## 4-56 DRY WEATHER SHAPING

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

## 4-60 FILL COMPACTION

Purchaser shall compact all embankment and waste material in accordance with the COMPACTION LIST by routing equipment over the entire width of each lift. Waste material may be placed by end-dumping or sidecasting until sufficiently wide enough to support the 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. Purchaser shall obtain written approval from the Contract Administrator for subgrade compaction before timber haul.

## 4-62 DRY WEATHER COMPACTION

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

## 4-63 EXISTING SURFACE COMPACTION

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

## **SECTION 5 – DRAINAGE**

## 5-1 REMOVAL OF SHOULDER BERMS

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

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## 5-5 CULVERTS

Purchaser shall install culverts as part of this contract. Culverts must be installed concurrently with subgrade work and must be installed before subgrade compaction and rock application. Culvert locations and the minimum requirements for culvert length and diameter are designated on the CULVERT LIST. Culvert, downspout, and flume lengths may be adjusted to fit as-built conditions and may not terminate directly on unprotected soil. Culverts must be new material and meet the specifications in Clauses 10-17 through 10-22.

## 5-6 CULVERT TYPE

Purchaser shall install culverts made of plastic in accordance with Clauses 10-17 through 10-22.

## 5-10 CULVERT MARKER INSTALLATION

Purchaser shall provide and install culvert markers in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL at locations specifying culvert markers on the CULVERT LIST.

## 5-12 UNUSED MATERIALS STATE PROPERTY

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

## 5-15 CULVERT INSTALLATION

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

## 5-17 CROSS DRAIN SKEW AND SLOPE

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

## 5-18 CULVERT DEPTH OF COVER

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

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## 5-20 ENERGY DISSIPATERS

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

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

## 5-25 CATCH BASINS

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

## 5-26 HEADWALLS FOR CROSS DRAIN CULVERTS

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

## SECTION 6 - ROCK AND SURFACING

## 6-2 ROCK SOURCE ON STATE LAND

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

<u>Source</u>	<u>Location</u>	Rock Type
Invisi Pit	S21 T11N R07W	4-INCH JAW RUN &
		1 ¼ - INCH MINUS CRUSHED

## 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 are subject to written approval by the Contract Administrator before their use.

Possible Source	<u>Phone</u>
Naselle Rock	360-484-3443

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#### 6-10 **ROCK SOURCE DEVELOPMENT PLAN BY STATE**

Purchaser shall conduct rock source development and use at the following sources, in accordance with the written ROCK SOURCE DEVELOPMENT PLAN prepared by the state and included in this road plan. Upon completion of operations, the rock source must be left in the condition specified in the ROCK SOURCE DEVELOPMENT PLAN, and approved in writing by the Contract Administrator. Purchaser shall notify the Contract Administrator a minimum of 5 business days before starting any operations in the rock source.

<u>Source</u>	<u>Rock Type</u>
Invisi Pit	4-INCH JAW RUN & 1 1/4 - INCH MINUS CRUSHED

#### 6-20 **ROCK CRUSHING OPERATIONS**

Rock crushing operations must conform to the following specifications:

- Operations and placement of oversize material must be conducted in or near the rock source site, as approved in writing by the Contract Administrator.
- Contractor shall produce a sieve analysis for crushing operations every day for "crushed" gradations. Each day the product shall be sampled. Test results shall be received within 24 hours. Adjustments to equipment shall be made upon receipt of the test results. Crushing operations shall be suspended until test results are received if test results are not received within 24 hours of sampling.
- Contractor may use a commercial testing lab to produce sieve analyses.

#### 6-22 FRACTURE REQUIREMENT FOR ROCK

A minimum of 50% by visual inspection of coarse aggregate must have at least one fractured face. Coarse aggregate is the material greater than 1/4-inch in size.

#### 6-23 **ROCK GRADATION TYPES**

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

#### 6-28 1 1/4-INCH MINUS CRUSHED ROCK

% Passing 1 ¼" square sieve 100% % Passing 5/8" square sieve 55 - 75% % Passing U.S. #4 sieve 20 - 50%

Of the fraction passing the No. 4 sieve, 40% to 60% must pass the No. 10 sieve.

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

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## 6-37 4-INCH JAW RUN ROCK

% Passing 4" square sieve 95%

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

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

## 6-55 ROCK APPLICATION MEASURED BY COMPACTED DEPTH

Measurement of specified rock depths are defined as the compacted depth(s) using the compaction methods required in this road plan. Estimated quantities specified in the ROCK LIST are loose yards. 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.

## 6-56 ROCK MEASURMENT BY TRUCK VOLUME

Measurement of spot rock, backfill, erosion, turnaround, and landing rock is on a cubic yard truck measure basis. Purchaser shall measure each truck box before rock hauling. An average of such volumes for each truck will be used to tally the volume hauled. The Contract Administrator may periodically require that a load be flattened off and its volume calculated. Purchaser shall maintain load tally sheets for each truck as shown in ROCK ACCOUNTABILITY DETAIL and shall give them to the Contract Administrator on a weekly basis during rocking operations.

## 6-70 APPROVAL BEFORE ROCK APPLICATION

Purchaser shall obtain written approval from the Contract Administrator for subgrade construction before rock application.

## 6-71 ROCK APPLICATION

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

## 6-73 ROCK FOR WIDENED PORTIONS

Purchaser shall apply rock to turnarounds, turnouts, and areas with curve widening to the same depth and specifications as the traveled way unless otherwise specified in the ROCK LIST.

## 6-76 DRY WEATHER ROCK COMPACTION

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

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## 6-80 WATERING FOR DUST ABATEMENT

Purchaser shall use water for dust abatement as directed by the Contract Administrator.

## SECTION 8 – EROSION CONTROL

## 8-1 SEDIMENT CONTROL STRUCTURES

Purchaser shall install sediment traps, silt fences, settling ponds, or other methods as approved in writing by the Contract Administrator.

## 8-2 PROTECTION FOR EXPOSED SOIL

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

## 8-15 REVEGETATION

Contractor shall spread grass seed on all exposed soils resulting from road work activities. Required seed not spread by the termination of this contract will become the property of the state.

<u>Road</u>	Qty (lbs)*				
5970	34				
5976	10				
5976A	9				
5976B	17				
5976C	13				
5976D	66				
5978	59				
5978A	15				
5978B	41				
5978C	19				
5978D	11				
5925	47				
Waste Area(s)	50				
Total	391				

<sup>\*</sup>Quantities are estimates only. Actual quantities may vary and are the responsibility of the Purchaser.

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## 8-16 REVEGETATION SUPPLY

The Purchaser shall provide the grass seed.

## 8-17 REVEGETATION TIMING

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

## 8-25 GRASS SEED

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

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

Kind and Variety of Seed in Mixture	% by Weight
Ryegrass	35-45
Fescue	30-45
Highland Bent	5-15
White Clover	8-20
Inert and Other Crop	0.5

## SECTION 9 – POST-HAUL ROAD WORK

## 9-3 CULVERT MATERIAL REMOVED FROM STATE LAND

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

## 9-10 LANDING DRAINAGE

Purchaser shall provide for drainage of the landing surface.

## **SECTION 10 MATERIALS**

## 10-17 CORRUGATED PLASTIC CULVERT

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

## 10-22 PLASTIC BAND

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

## SECTION 11 BRIDGE TECHNICAL SPECIFICATIONS

## 11-1 BRIDGE LOAD RESTRICTIONS

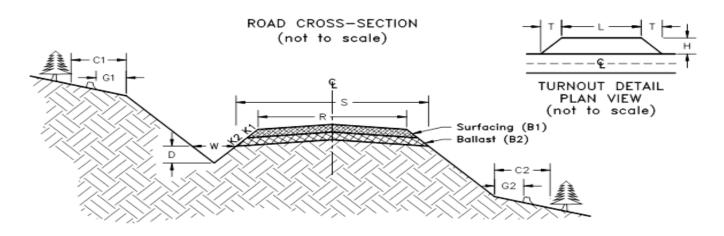
On the following bridge, the listed load restriction is in place. Purchaser shall not transport loads exceeding the current posted limits over the bridge.

<u>Road</u>	<u>Stations</u>	Load Rating	<u>Load Limits</u>
5970	2+45	Highway Legal Only	U80 = 66 ton
			L90 = 47 ton

<sup>\*</sup> Loads in excess of the limit can be hauled on a detour around the bridge via the 5925/5920 roads

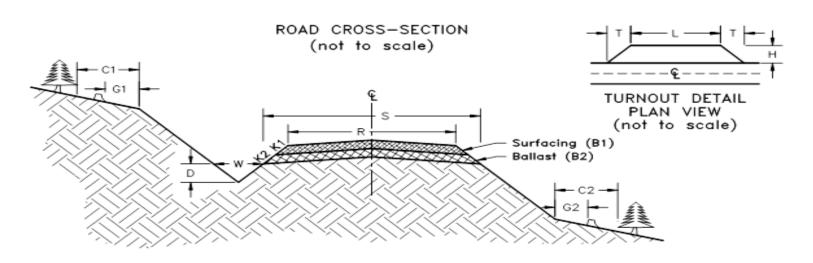
FREEDOM 30-104775 FINALIZED DATE: NOVEMBER 15, 2023 Page 22 of 47

## TYPICAL SECTION SHEET



				Width	(ft)	Ditcl	h (ft)		Grub	bing	Clear	ring
<u>Road</u>	<u>From</u>	<u>To</u>	<u>Tolerance</u>	<u>Subgrade</u>	Road	<u>Width</u>	<u>Depth</u>		Limit	s (ft)	Limits	<u>s (ft)</u>
<u>Name</u>	<u>Station</u>	<u>Station</u>	<u>Class</u>	<u>S</u>	<u>R</u>	<u>W</u>	<u>D</u>	<u>Crown (%)</u>	<u>G1</u>	<u>G2</u>	<u>C1</u>	<u>C2</u>
4900	0+00	104+64	Α	-	12	-	-	4	-	-	-	-
5900	82+16	97+27	Α	-	12	-	-	4	-	-	-	-
5920	0+00	60+93	Α	-	12	-	-	4	-	-	-	-
5970	0+00	263+49	Α	-	12	-	-	4	-	-	-	-
5976	0+00	36+81	Α	-	12	-	-	4	-	-	-	-
5970	263+49	271+00	В	16	12	3	1	4	5	5	10	10
5976	36+81	39+00	В	16	12	3	1	4	5	5	10	10
5925	0+00	7+61	Α	-	12	3	1	4	5	5	10	10
5925	7+61	17+91	С	16	12	3	1	4	5	5	10	10
5925	17+91	20+83	Α	-	12	3	1	4	5	5	10	10
5976A	0+00	1+92	С	16	12	3	1	4	5	5	10	10
5976B	0+00	3+72	С	16	12	3	1	4	5	5	10	10
5976C	0+00	2+77	С	16	12	3	1	4	5	5	10	10
5976D	0+00	14+28	С	16	12	3	1	4	5	5	10	10
5978	0+00	11+38	С	16	12	3	1	4	5	5	10	10
5978A	0+00	3+17	С	16	12	3	1	4	5	5	10	10
5978B	0+00	6+05	В	16	12	3	1	4	5	5	10	10
5978B	6+05	11+17	С	16	12	3	1	4	5	5	10	10
5978C	0+00	4+12	С	16	12	3	1	4	5	5	10	10
5978D	0+00	2+50	С	16	12	3	1	4	5	5	10	10

**ROCK LIST** (Page 1 of 3)



1 1/4-INCH CRUSHED ROCK

				•							
				Compacted				<u>Rock</u>			
				<u>Rock</u>	CY/	No.	<u>CY</u>	<u>Source</u>	Tu	rnout	(ft)
<u>Road</u>		<u>From</u>	<u>To</u>	Depth (in)	<u>Station</u>	<u>Stations</u>	<u>Subtotal</u>	Invisi Pit	<u>L</u>	<u>H</u>	_ <u>T</u>
4900	-	0+00	104+64	Sp	ot Rock		270				
5900	-	82+16	97+27	Sp	ot Rock		40				
5920	-	0+00	60+93	Sp	ot Rock		160				
5970	-	0+00	263+49	Sp	ot Rock		670				
5976	-	0+00	36+81	Sp	ot Rock		100				
5925	-	0+00	20+83	6	33	20.83	677				
5925	-	Culvert	0+00	1	Backfill		30				

REQUIRED 1 1/4-INCH CRUSHED ROCK TOTAL 1947

**Cubic Yards** 

# ROCK LIST (Page 2 of 3)

## 4-INCH JAW RUN ROCK

				Compacted				<u>Rock</u>			
				<u>Rock</u>	CY/	No.	<u>CY</u>	<u>Source</u>	<u>Tu</u>	rnout	(ft)
<u>Road</u>		<u>From</u>	<u>To</u>	Depth (in)	<u>Station</u>	<u>Stations</u>	<u>Subtotal</u>	Invisi Pit	<u>L</u>	<u>H</u>	T_
5970	-	263+49	271+00	12	65	7.51	488				
5970	-	Landing	190+36	-	-	-	63				
5970	-	Landing	195+28	-	-	-	63				
5970	-	Landing	271+00	-	-	-	63				
5970	-	Turnaround	270+00	-	-	-	42				
5976	-	36+81	39+00	12	65	2.19	142				
5976	-	Landing	2+13	-	-	-	63				
5976	-	Landing	19+97	-	-	-	63				
5976	-	Landing	29+79	-	-	-	63				
5925	-	7+61	17+91	12	65	10.30	670				
5925	-	Culvert	-	-	-	-	8				
5976A	-	0+00	1+92	18	98	1.92	187				
5976A	-	Landing	1+92	-	-	-	95				
5976A	-	Turnaround	0+96	-	-	-	63				
5976A	-	Culvert	-	-	-	-	4				
5976B	-	0+00	3+72	18	98	3.72	363				
5976B	-	Landing	1+60	-	-	-	95				
5976B	-	Landing	3+72	-	-	-	95				
5976B	-	Turnaround	2+72	-	-	-	63				
5976B	-	Culvert	-	-	-	-	2				
5976C	-	0+00	2+77	18	98	2.77	270				
5976C	-	Landing	2+77	-	-	-	95				
5976C	-	Turnaround	1+77	-	-	-	63				
5976C	-	Culvert	-	-	-	-	2				
5976D	-	0+00	14+28	18	98	14.28	1392				
5976D	-	Landing	1+50	-	-	-	95				
5976D	-	Landing	8+61	-	-	-	95				
5976D	-	Landing	14+28	-	-	-	95				
5976D	-	Turnaround	0+50	-	-	-	63				
5976D	-	Turnaround	7+61	-	-	-	63				
5976D	-	Turnaround	13+28	-	-	-	63				
5976D	-	Culvert	-	-	-	-	12				
5978	-	0+00	11+38	18	98	11.38	1110				
5978	-	Landing	11+38	-	-	-	95				
5978	-	Landing	6+72	-	-	-	95				
5978	-	Turnaround	8+17	-	-	-	63				
5978	-	Culvert	-		-		8				

# ROCK LIST (Page 3 of 3)

## 4-INCH JAW RUN ROCK

				Compacted				<u>Rock</u>			
				<u>Rock</u>	CY/	No.	<u>CY</u>	<u>Source</u>	Tu	rnout	(ft)
<u>Road</u>		<u>From</u>	<u>To</u>	Depth (in)	<u>Station</u>	<u>Stations</u>	<u>Subtotal</u>	Invisi Pit	<u>L</u>	<u>H</u>	<u>T</u>
5978A	-	0+00	3+17	18	98	3.17	309				
5978A	-	Landing	3+17	-	-	-	95				
5978A	-	Turnaround	2+17	-	-	-	63				
5978A	-	Culvert	-	-	-	-	2				
5978B	-	0+00	6+05	12	65	6.05	393				
5978B	-	Landing	2+74	-	-	-	63				
5978B	-	Landing	6+05	-	-	-	63				
5978B	-	Turnaround	1+74	-	-	-	42				
5978B	-	Turnaround	5+05	-	-	-	42				
5978B	-	Culvert	-	-	-	-	2				
5978B	-	6+05	11+17	18	98	5.12	499				
5978B	-	Landing	11+17	-	-	-	95				
5978B	-	Turnaround	10+17	-	-	-	63				
5978B	-	Culvert	-	-	-	-	2				
5978C	-	0+00	4+12	18	98	4.12	402				
5978C	-	Landing	4+12	-	-	-	95				
5978C	-	Turnaround	3+12	-	-	-	63				
5978C	-	Culvert	-	-	-	-	6				
5978D	-	0+00	2+50	18	98	2.50	244				
5978D	-	Landing	2+50	-	-	-	95				
5978D	-	Turnaround	1+50	-	-	-	63				
5978D	-	Culvert	-	-	-	-	2				
									İ		

REQUIRED 4-INCH JAW RUN ROCK TOTAL 9064 Cubic Yards

## **CULVERT LIST**

Road		Culvert	Length (ft)	Fr	osion rock		Bedding/backfill	Construction	Culvert	marker	
Name	Station	Diameter (in)	Culvert	Inlet (CY)	Outlet (CY)	Type	Type	Staked (Y/N)	Inlet (Y/N)	Outlet (Y/N)	Remarks
5925	0+00	18	40	1	1	JR	CR	N	Υ	Υ	Cross drain
5925	7+61	18	30	1	1	JR	NT	N	Y	Y	Cross drain
5925	10+01	18	30	1	1	JR	NT	N	Y	Y	Cross drain
5925	13+38	18	30	1	1	JR	NT	N	Y	Y	Cross drain
5970	263+90	-	-	-	-	-	-	-	-	-	DOR
5970	269+42	-	-	-	_	-	-	-	_	-	DOR
5976A	0+00	18	30	1	1	JR	NT	N	Υ	Y	Cross drain across 597
5976A	1+52	18	30	1	1	JR	NT	N	Y	Y	Cross drain
5976B	0+00	18	30	1	1	JR	NT	N	Y	Y	Cross drain across 597
5976B	2+85	-	-	-	-	-	-	-	-	-	DOR
5976C	1+55	18	30	1	1	JR	NT	N	Υ	Y	Cross drain, sag
5976D	0+00	18	30	1	1	JR	NT	N	Υ	Y	Cross drain
5976D	2+55	18	30	1	1	JR	NT	N	Υ	Y	Cross drain, sag
5976D	5+50	18	30	1	1	JR	NT	N	Υ	Y	Cross drain, sag
5976D	8+10	18	30	1	1	JR	NT	N	Υ	Y	Cross drain, sag
5976D	9+60	18	30	1	1	JR	NT	N	Υ	Y	Cross drain, sag
5976D	12+07	18	30	1	1	JR	NT	N	Υ	Y	Cross drain, sag
5978	1+37	18	30	1	1	JR	NT	N	Υ	Y	Cross drain
5978	3+50	18	30	1	1	JR	NT	N	Υ	Υ	Cross drain
5978	8+46	18	30	1	1	JR	NT	N	Υ	Y	Cross drain
5978	10+44	18	30	1	1	JR	NT	N	Υ	Y	Cross drain
5978A	2+35	18	30	1	1	JR	NT	N	Υ	Y	Cross drain
5978B	0+00	18	40	1	1	JR	NT	N	Υ	Y	Cross drain
5978B	3+65	-	-	-	-	-	-	-	-	-	DOL
5978B	9+47	18	30	1	1	JR	NT	N	Υ	Y	Cross drain
5978C	0+00	18	30	1	1	JR	NT	N	Υ	Y	Cross drain across 59
5978C	1+52	18	30	1	1	JR	NT	N	Υ	Y	Cross drain
5978C	3+87	18	30	1	1	JR	NT	N	Υ	Y	Cross drain
5978D	2+04	18	30	1	1	JR	NT	N	Υ	Y	Cross drain

Key

JR- 4-INCH JAW RUN ROCK NT- NATIVE MATERIAL DOL- Ditchout left

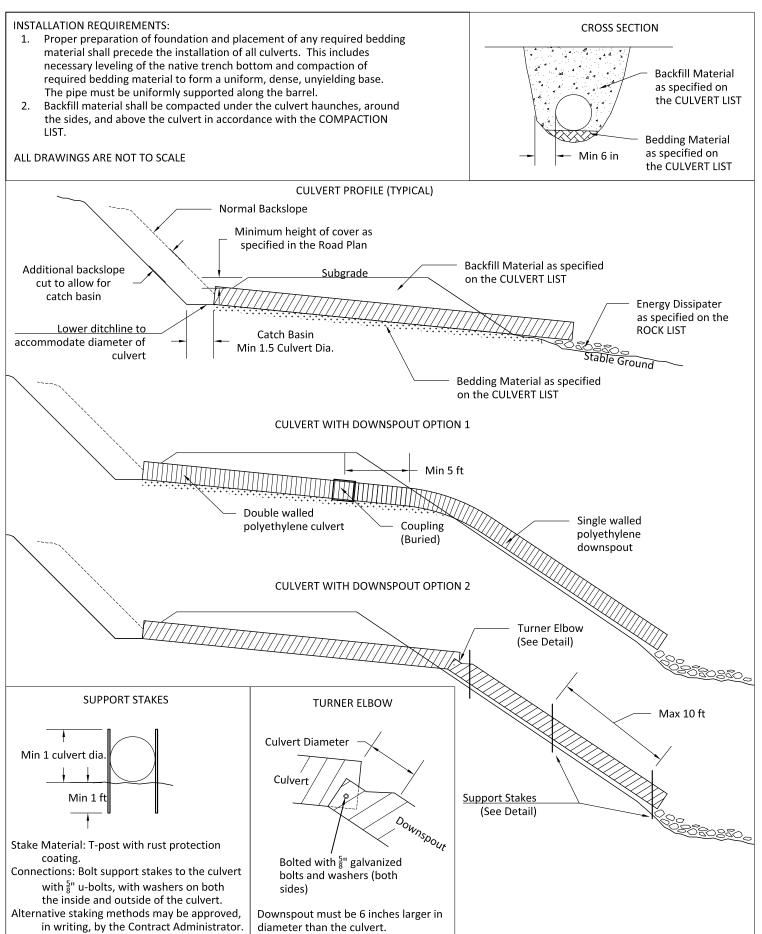
DOR- Ditchout right

CR- 1 1/4-INCH MINUS CRUSHED ROCK

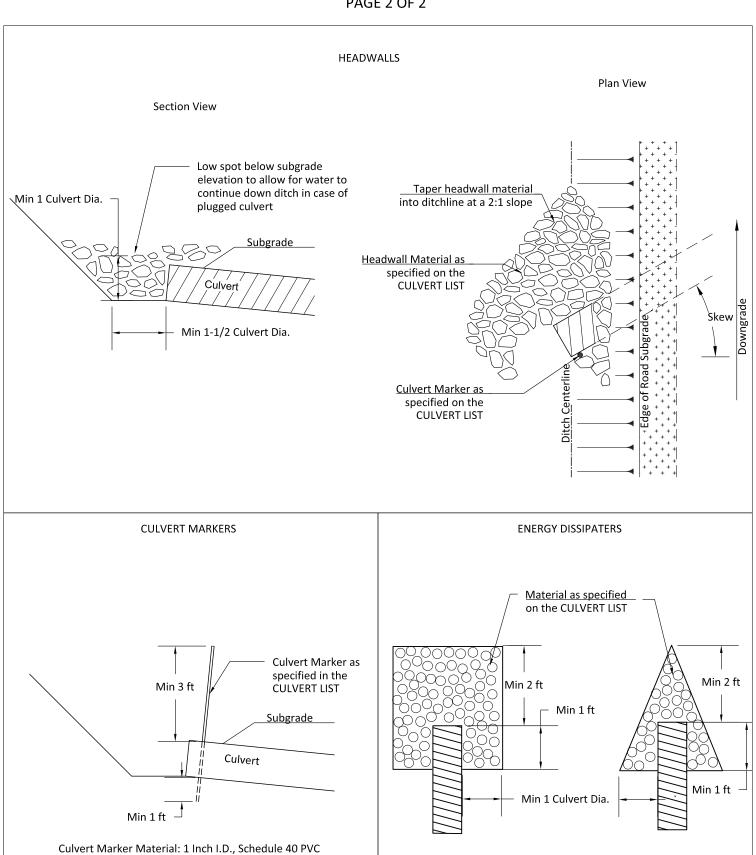
## COMPACTION LIST

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

## CULVERT AND DRAINAGE SPECIFICATION DETAIL PAGE 1 OF 2



## CULVERT AND DRAINAGE SPECIFICATION DETAIL PAGE 2 OF 2



Pipe, White. Marker must be capped on the top.

Culvert Marker Placement: Place on uphill side of culvert,

Alternative culvert marker types may be approved, in writing, by the Contract Administrator.

between corrugations if possible.

Level

Min Energy Dissipater Depth: 1 Culvert Dia.

Side Hill

# FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS Page 1 of 2

## **Cuts and Fills**

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

## Surface

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

## **Drainage**

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

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# FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS Page 2 of 2

## **Preventative Maintenance**

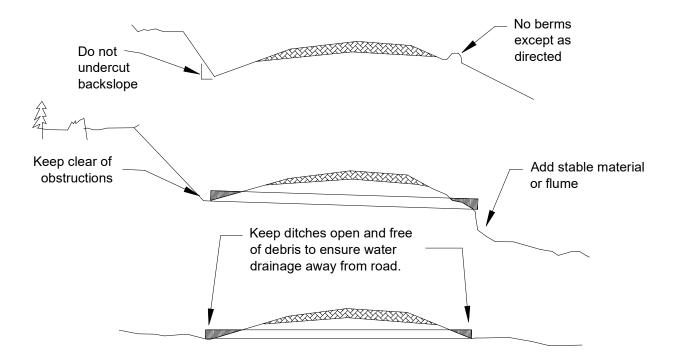
• Perform preventative maintenance work to safeguard against storm damage, such as blading to ensure correct runoff, ditch and culvert cleaning, and waterbar maintenance.

## **Termination of Use or End of Season**

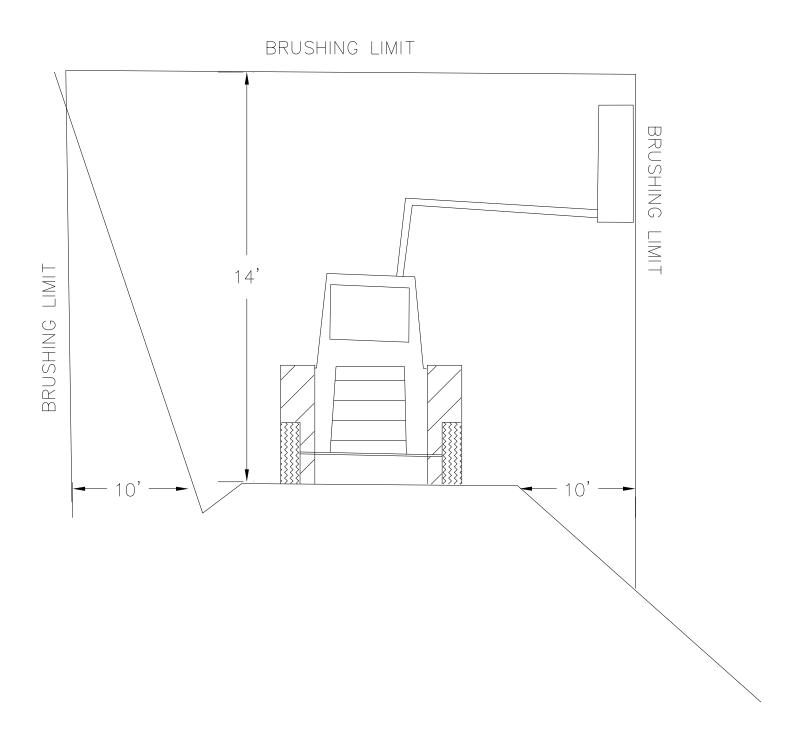
 At the conclusion of logging operations, ensure all conditions of these specifications have been met.

## Debris

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



## **BRUSHING SECTION DETAIL**



## STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES

# FREEDOM ROCK SOURCE DEVELOPMENT PLAN Invisi Pit Page 1 of 3

- 1. Vegetation shall be cleared a minimum of 10 feet beyond the top of the overburden top of cut.
- 2. Stumps shall be grubbed a minimum of 5 feet beyond the top of the overburden top of cut.
- 3. Overburden shall be stripped to rock a minimum of 5 feet beyond the top of all pit faces and sloped no steeper than a 1:1 to daylight.
- 4. The Operator shall submit an informational drilling and shooting plan to the Contract Administrator prior to any drilling. (Form #M-126PAC)
- 5. Drilling and rock extraction may begin when the Contract Administrator has approved the clearing and grubbing, overburden removal, and informational drilling and shooting plan.
- 6. Pit faces shall not exceed 20 feet in height. Faces shall be sloped at 1/4:1. Working bench width shall be a minimum of 20 feet.
- 7. The pit floor shall have continuity of slope and be left in a smooth and neat condition, providing drainage at a minimum of 2 percent. All knobs, bumps, or extrusions shall be removed to the designated floor level by excavation or drill and shoot techniques.
- 8. No sediment shall enter live water.
- 9. The location and amount of material to be placed in a temporary stockpile are subject to approval of the Contract Administrator. All stockpiled material shall be maintained in a neat and useable condition.
- 10. Oversize material remaining in the pit at the conclusion of use shall not exceed 5 percent of the total volume mined during that operation. Oversize material is defined as rock fragments larger than two feet in any direction. At the conclusion of operations, all remaining oversize material shall be placed as directed by the Contract Administrator.
- 11. All operations shall be carried out in compliance with all regulations of:
  - a. Regulations and Standards Applicable to Metal and Nonmetal Mining and Milling Operations (30 CFR) U.S. Department of Labor, Mine Safety and Health Administration.
  - b. "Safety Standards for Construction Work" (296-155 WAC), Washington Department of Labor and Industries.

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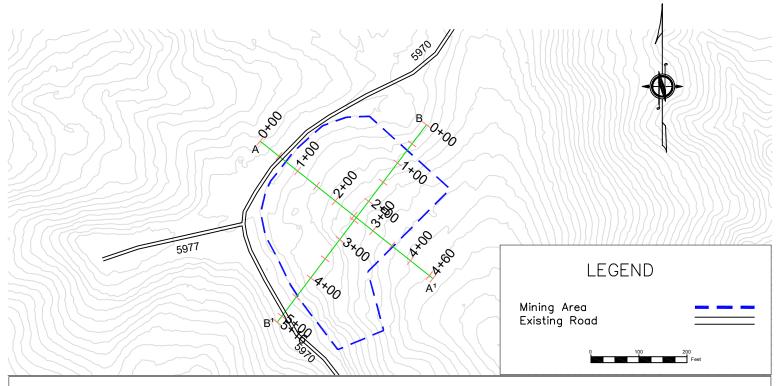
## STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES

# FREEDOM ROCK SOURCE DEVELOPMENT PLAN Invisi Pit Page 2 of 3

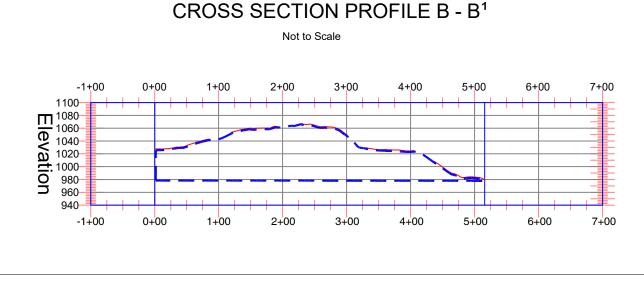
- 12. At the end of operations, pit faces and walls shall be scaled and cleared of loose and overhanging material; benches shall have safety berms constructed or access blocked to highway vehicles. Upon completion of operations in the pit, the area will be left in a condition that will not endanger public safety, damage property, or be hazardous to animal or human life.
- 13. All exposed soil in the waste area shall be revegetated in accordance with ROAD PLAN clause 8-15 through 8-25.
- 14. The pit area shall be worked and left in a condition that future operations may proceed in an orderly manner.
- 15. Upon completion of operations, the site shall be cleared of all temporary structures and left in a neat and presentable condition. Access shall be blocked with rip rap as directed by the Contract Administrator.
- 16. At the completion of rock source operations, the Contractor shall obtain written approval of final rock source condition and compliance with the terms of this plan.

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# FREEDOM ROCK SOURCE DEVELOPMENT PLAN Invisi Pit Page 3 of 3



#### CROSS SECTION PROFILE A - A1 Not to Scale -1+00 0+00 1+00 2+00 3+00 4+00 5+00 6+00 1140 1120 П 1100 1080 levation 1060 1040 1020 1000 980 960 940 -1+00 0+00 1+00 2+00 3+00 4+00 5+00 6+00



# STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES PACIFIC CASCADE REGION

## INFORMATIONAL BLASTING PLAN

Tim	ber Sale/Project Name:	App./Project No.:	
1.	Blaster-in-Charge: Name:		
	Company:		
	Address: _`		
	Telephone:		
2.	Quarry Name/Location:		
3.	Total Estimated Cubic Yards in Blast (loose):		
4.	Hole Spacing:		
5.	Burden:		
6.	Hole Diameter:		
7.	Hole Depth:		
8.	Sub Drill:		
9.	Number of Holes:		
10.	Stemming Depth:		
	Explosive (mfg., name, density, %, V.O.D.):		
12.	Type and Size of Primer (if applicable):		
	Total Weight of Primers for Shot:		
14.	Calculated Powder Factor/Cubic Yard:		_
15.	Number of Delays (in M.S.):		

M-126PAC (03/04)

# INFORMATIONAL BLASTING PLAN Page 2 of 3

16.	6. Number of Holes Fired on Each Delay:								
17.	Total Amount of Explosives Fired on Each Delay:								
18.	Type of Blasting Machine:								
19.	Date, Start Drilling:								
20.	Date and Time, Start Loading:								
21.	Date and Time of Blast (approx.):								

# INFORMATIONAL BLASTING PLAN Page 3 of 3

22.	Detail drawing of delay system (show hole pattern and delays in milliseconds) required:	). Attach additional sheets if
23.	Typical cross-section of hole (show primer, main charge, sub drill, and stemm	ning):
24. Not	Submitted by:  Received by:  e: Attach copies of manufacturer=s data sheet(s) for explosive and caps.  26PAC (03/04)	

FREEDOM

30-104775

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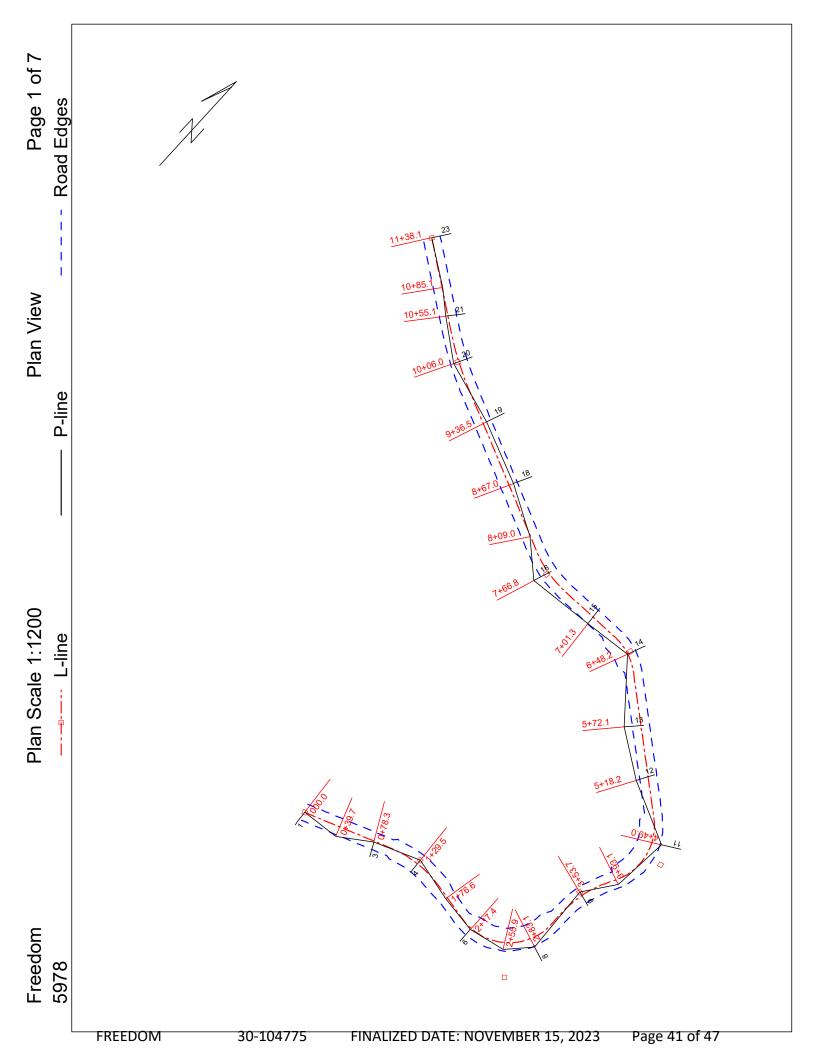
## ROCK ACCOUNTABILITY DETAIL

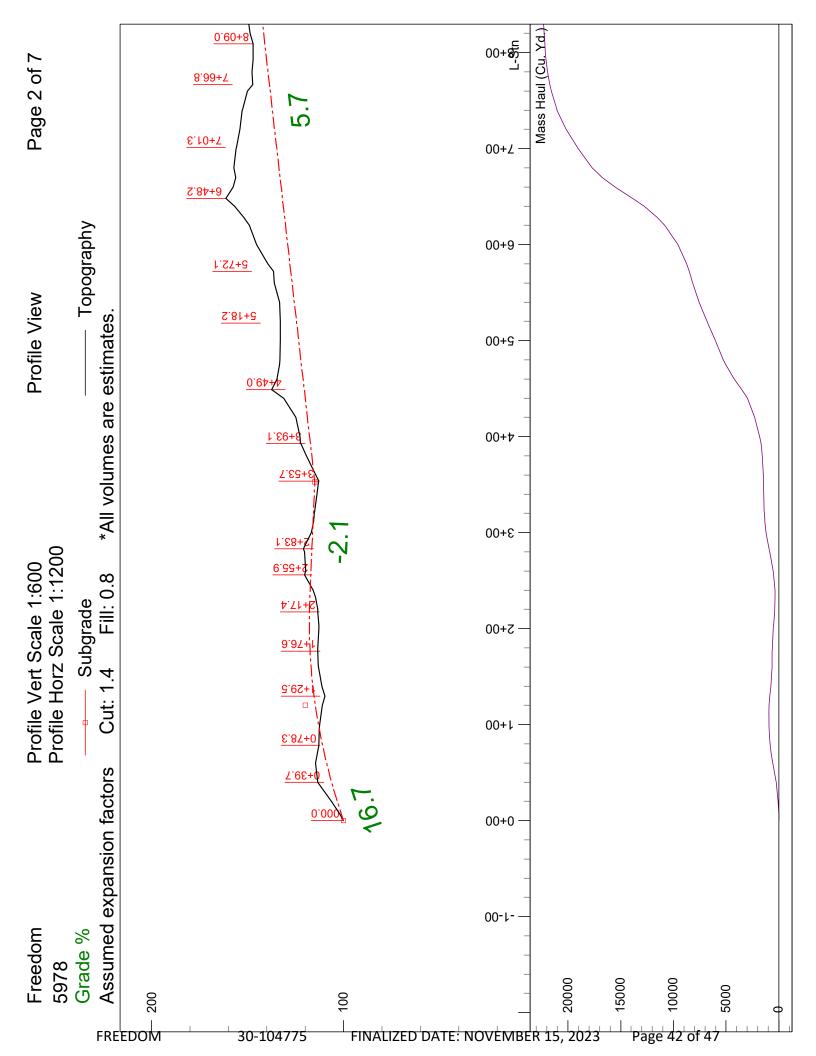
		110011				
SALE NAME:				Purchaser:		
Agreement	#:			Contractor:		
Rock Quarry/Pit:				Truck No:		
		DAILY RO	OCK LOAD RECC	)RD		
	LOAD	21121110				
DATE	TIME	ROAD NO.	TYPE OF ROCK	QUANTITY	COMMENTS	
				+		
				+		
				+		

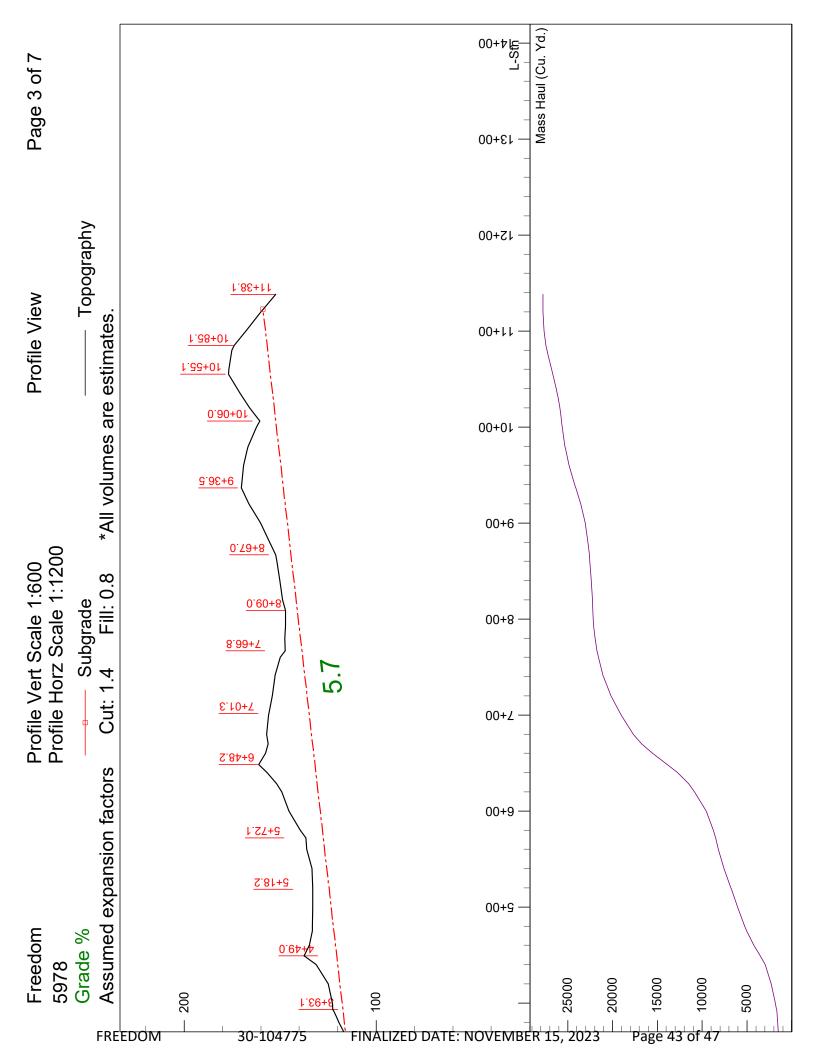
Truck Driver Signature
SIGNATURE DATE

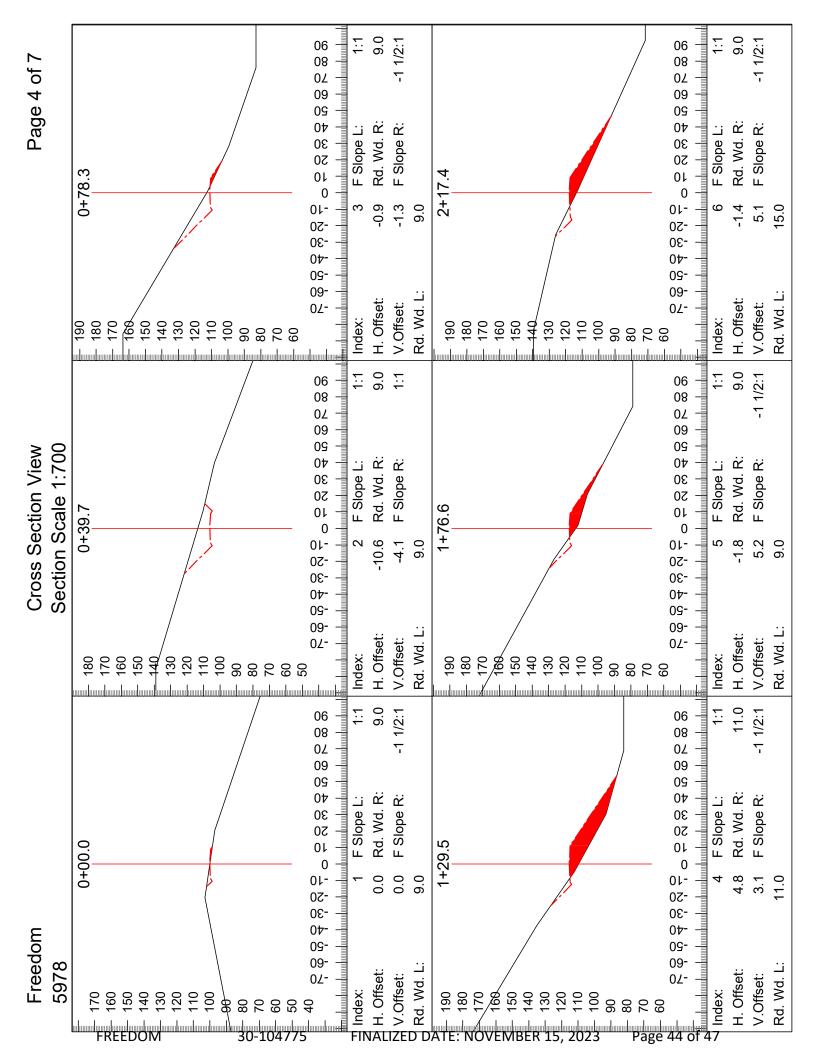
FREEDOM 30-104775 FINALIZED DATE: NOVEMBER 15, 2023

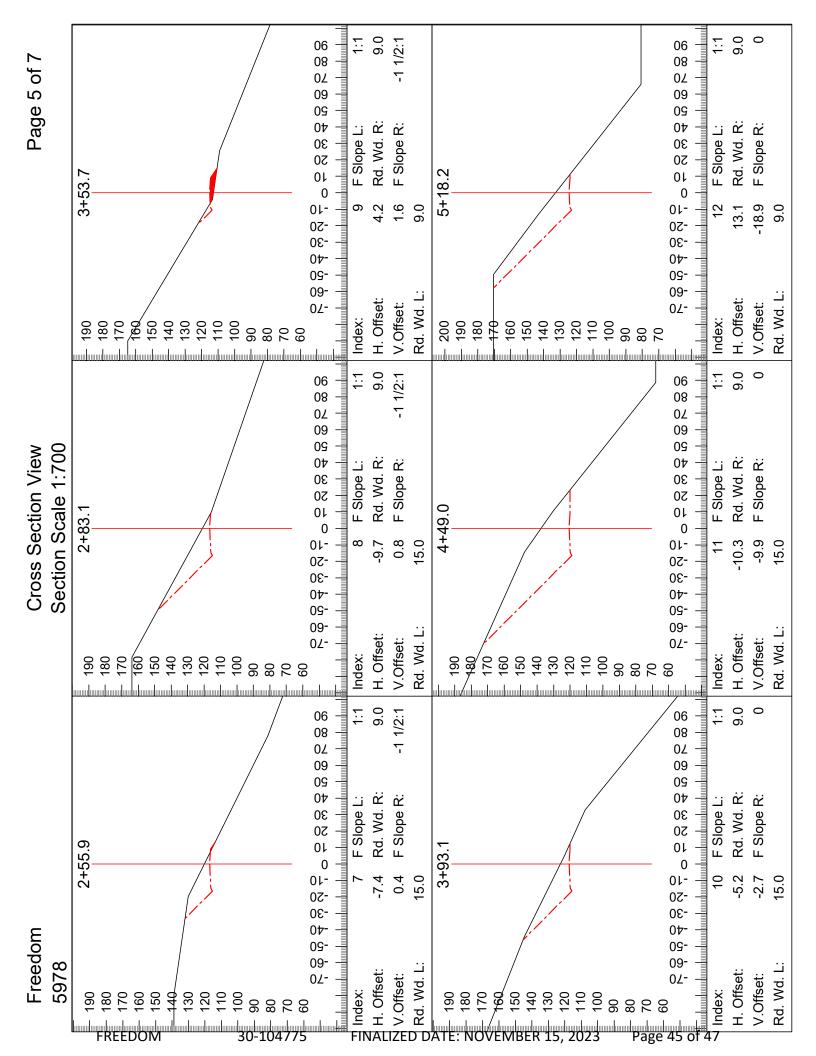
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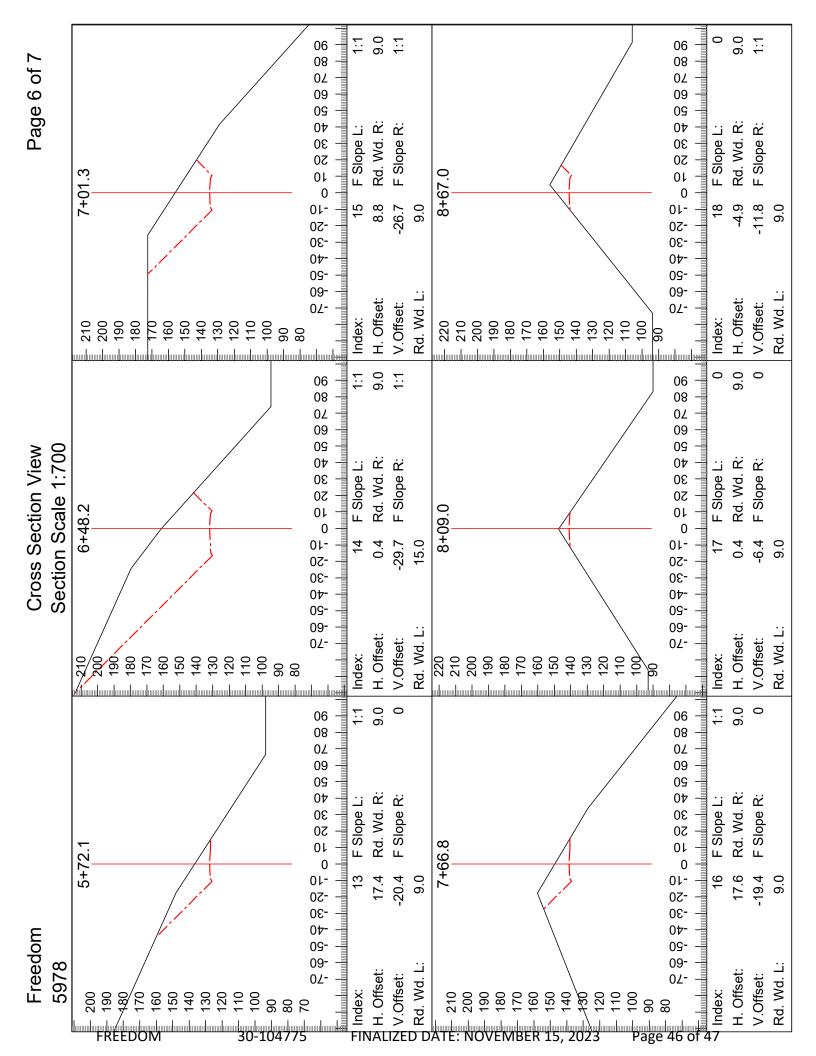












# SUMMARY Road Development Estimate REGION Pacific Cascade DISTRICT St Helens

SALE/PROJECT NAME Freedom

## AGREEMENT NO. 30-104775

ROAD NAME	5978, 5978A	s, 5976C, 5976D, , 5978B, 5978C, D, 5925	5970,	5976, 5978B		5925, 4900, 5900, 5920
ROAD STANDARD	Cons	truction	Reco	onstruction	Mai	ntenance
NUMBER OF STATIONS	į	59.28	:	15.75	4	91.51
CLEARING & GRUBBING	\$	14,120	\$	3,090	\$	-
EXCAVATION AND FILL	\$ :	152,567	\$	8,534	\$	-
MISC. MAINTENANCE	\$	991	\$	223	\$	16,434
ROAD ROCK	•	- 180,089 197,840	\$ \$ \$	- 33,375 51,126	\$ \$ \$	- 49,562 49,562
CULVERTS AND FLUMES	\$	15,828	\$	1,193	\$	893
STRUCTURES	\$	-	\$	-	\$	-
MOBILIZATION	\$	3,867	\$	3,867	\$	3,867
TOTAL COSTS	\$ 3	385,213	\$	68,032	\$	70,755
COST PER STATION	\$	6,498	\$	4,319	\$	144

TOTAL (All Roads) \$523,999

TOTAL (Minus Optional Rock) \$523,999

SALE VOLUME MBF 8866

TOTAL \$/MBF \$ 59.10

TOTAL \$/MBF (Minus Optional Rock) \$ 59.10

**ESTIMATED BY Chace Johanson** 

ROAD DEACTIVATION & ABANDONMENT COSTS \$

## ROCK SOURCE SUMMARY

## SALE/PROJECT NAME Freedom CONTRACT # 30-104775

PIT NAME Invisi Pit LOCATION S21 T11N R7W

Distance to waste area (feet) 1000

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

## MISCELLANEOUS

	VIISCELLAIVEOUS		
ROCK PIT PREPARATION			
Grubbing w/ large excavator	\$ 280.00 per hour x	20	\$ 5,600
Grubbing w/ large dozer	\$ 378.00 per hour x	20	\$ 7,560
End haul organic debris to Waste Area	\$ 165.00 per hour x	15	\$ 2,475
Stack organic debris at Waste Area w/ small excavator	\$ 205.00 per hour x	10	\$ 2,050
Stripping overburden w/ large excavator	\$ 280.00 per hour x	20	\$ 5,600
Stripping overburden w/ large dozer	\$ 378.00 per hour x	20	\$ 7,560
End haul overburden to Waste Area	\$ 165.00 per hour x	15	\$ 2,475
Spreading overburden at Waste Area w/ small dozer	\$ 200.00 per hour x	10	\$ 2,000
WASTE AREA REVEGETATION			
Grass seeding	\$ 3.64 per pound x	50	\$ 182
	MISCELLANEOUS T	OTAL	\$ 35,502

# **MOBILIZATION**

SALE/PROJECT NAME Freedom
CONTRACT # 30-104775

# PRE-HAUL/CONSTRUCTION EQUIPMENT

MOBILIZATION					
Grader	0	\$ 1,000	each x	1	\$ 1,000
Loader	0	\$ 1,000	each x	1	\$ 1,000
Dump truck	0	\$ 100	each x	6	\$ 600
Dozer, small	0	\$ 500	each x	1	\$ 500
Dozer, large	0	\$ 1,000	each x	1	\$ 1,000
Brusher	0	\$ 500	each x	1	\$ 500
Excavator, small	0	\$ 500	each x	1	\$ 500
Excavator, large	0	\$ 1,000	each x	1	\$ 1,000
Roller	0	\$ 500	each x	1	\$ 500
Rock drill	0	\$ 1,000	each x	1	\$ 1,000
Jaw & cone	0	\$ 4,000	each x	1	\$ 4,000

PRE-HAUL/CONSTRUCTION SUBTOTAL \$ 11,600

# SALE/PROJECT NAME Freedom CONTRACT # 30-104775 ROAD NAME 5978D

Optional construction (stations) 2+50 Distance to Invisi Pit (miles) 0.30

# OPTIONAL CONSTRUCTION

CLEARING & GRUBBING					
Clearing & grubbing	\$ 238.20	per station x	2.50	\$	596
EXCAVATION AND FILL					
Construction	\$ 658.00	per station x	2.50	\$	1,645
Landing	\$	each x	1	\$	284
Turnaround	\$ 284.00	each x	1	\$	284
Shape & compact subgrade	\$ 36.03	per station x	2.50	\$	90
MISC. MAINTENANCE					
Grass seeding	\$ 3.64	per pound x	11	\$	42
ROAD ROCK					
REQUIRED					
4-INCH JAW RUN ROCK	\$ 12.27	per CY x	403	\$	4,940
Rock haul	\$ 165.00	per hour x	9.3 round trip haul (miles)	0.65 \$	1,541
Spread & compact rock	\$ 3.06	per CY x	403	\$	1,231
Place erosion rock	\$ 10.25	per CY x	2	\$	21
CULVERTS AND FLUMES					
18" Polyethylene, double wall	\$ 20.89	per foot x	30	\$	627
Culvert marker	\$	each x	2	\$	57

TOTAL ROAD COST \$ 11,358

# SALE/PROJECT NAME Freedom CONTRACT # 30-104775 ROAD NAME 5978C

Optional construction (stations) 4+12 Distance to Invisi Pit (miles) 0.27

# OPTIONAL CONSTRUCTION

CLEARING & GRUBBING						
Clearing & grubbing	\$	238.20	per station x	4.12	\$	981
EXCAVATION AND FILL						
Construction	خ	650.00	nor station v	4.12	\$	2 711
	\$		per station x		•	2,711
Landing	\$		each x	1	\$	284
Turnaround	\$	284.00	each x	1	\$	284
Shape & compact subgrade	\$	36.03	per station x	4.12	\$	148
MISC. MAINTENANCE						
Grass seeding	\$	3.64	per pound x	19	\$	69
ROAD ROCK						
REQUIRED						
4-INCH JAW RUN ROCK	\$	12.27	per CY x	565	\$	6,927
Rock haul	\$	165.00	per hour x	12.9 round trip haul (miles)	0.63 \$	2,136
Spread & compact rock	\$	3.06	per CY x	565	\$	1,726
Place erosion rock	\$	10.25	per CY x	6	\$	62
CULVERTS AND FLUMES						
18" Polyethylene, double wall	\$	20.89	per foot x	90	\$	1,880
Culvert marker	\$		each x	6	\$	171
Culvert marker	Y	20.50	Cucii X	<b>o</b>	Ţ	1/1

TOTAL ROAD COST \$ 17,380

# SALE/PROJECT NAME Freedom CONTRACT # 30-104775 ROAD NAME 5978A

Optional construction (stations) 3+17 Distance to Invisi Pit (miles) 0.29

# OPTIONAL CONSTRUCTION

CLEARING & GRUBBING						
Clearing & grubbing	\$	238.20	per station x	3.17	\$	755
EXCAVATION AND FILL						
Construction	\$	650 00	per station x	3.17	\$	2,086
	•		•		-	•
Landing	\$		each x	1	\$	284
Turnaround	\$	284.00	each x	1	\$	284
Shape & compact subgrade	\$	36.03	per station x	3.17	\$	114
MISC. MAINTENANCE						
Grass seeding	\$	3.64	per pound x	15	\$	53
ROAD ROCK						
REQUIRED						
4-INCH JAW RUN ROCK	\$	12.27	per CY x	466	\$	5,717
Rock haul	\$	165.00	per hour x	10.7 round trip haul (miles)	0.64 \$	1,770
Spread & compact rock	\$	3.06	per CY x	466	\$	1,425
Place erosion rock	\$	10.25	per CY x	2	\$	21
CULVERTS AND FLUMES						
18" Polyethylene, double wall	\$	20.89	per foot x	30	\$	627
			•			
Culvert marker	\$	28.50	each x	2	\$	57

TOTAL ROAD COST \$ 13,193

# SALE/PROJECT NAME Freedom CONTRACT # 30-104775 ROAD NAME 5978

Optional construction (stations) 11+38 Distance to Invisi Pit (miles) 0.20

# OPTIONAL CONSTRUCTION

CLEARING & GRUBBING						
Clearing & grubbing	\$ 238.20	per station x	11.38			\$ 2,711
EXCAVATION AND FILL						
Construction	\$ 1,063.00	per station x	11.38			\$ 12,097
End haul	\$ 4.00	per cy x	25,000			\$ 100,000
Landing	\$ 284.00	each x	2			\$ 568
Turnaround	\$ 284.00	each x	1			\$ 284
Shape & compact subgrade	\$ 36.03	per station x	11.38			\$ 410
MISC. MAINTENANCE						
Grass seeding	\$ 3.64	per pound x	52			\$ 190
ROAD ROCK						
REQUIRED						
4-INCH JAW RUN ROCK	\$ 12.27	per CY x	1361			\$ 16,695
Rock haul	\$ 165.00	per hour x	31.0	round trip haul (miles)	0.61	\$ 5,117
Spread & compact rock	\$ 3.06	per CY x	1361			\$ 4,161
Place erosion rock	\$ 10.25	per CY x	8			\$ 82
CULVERTS AND FLUMES						
18" Polyethylene, double wall	\$ 20.89	per foot x	120			\$ 2,507
Culvert marker	\$ 28.50	each x	8			\$ 228

TOTAL ROAD COST \$ 145,050

# SALE/PROJECT NAME Freedom CONTRACT # 30-104775 ROAD NAME 5976D

Optional construction (stations) 14+28 Distance to Invisi Pit (miles) 1.73

# OPTIONAL CONSTRUCTION

CLEARING & GRUBBING						
Clearing & grubbing	\$	238.20	per station x	14.28	\$	3,401
EXCAVATION AND FILL						
Construction	\$	658.00	per station x	14.28	\$	9,396
Landing	\$	284.00	each x	3	\$	852
Turnaround	\$	284.00	each x	3	\$	852
Shape & compact subgrade	\$	36.03	per station x	14.28	\$	514
MISC. MAINTENANCE						
Grass seeding	\$	3.64	per pound x	66	\$	239
ROAD ROCK						
REQUIRED						
4-INCH JAW RUN ROCK	\$	12.27	per CY x	1875	\$	23,003
Rock haul	\$	165.00	per hour x	101.2 round trip haul (miles)	3.73 \$	16,702
Spread & compact rock	\$	3.06	per CY x	1875	\$	5,733
Place erosion rock	\$	10.25	per CY x	12	\$	123
CULVERTS AND FLUMES						
18" Polyethylene, double wall	\$	20.89	per foot x	180	\$	3,761
Culvert marker	\$		•			•
Cuivert marker	Ş	28.50	each x	12	\$	342

TOTAL ROAD COST \$ 64,919

# SALE/PROJECT NAME Freedom CONTRACT # 30-104775 ROAD NAME 5976C

Optional construction (stations) 2+77 Distance to Invisi Pit (miles) 1.35

# OPTIONAL CONSTRUCTION

CLEARING & GRUBBING						
Clearing & grubbing	\$	238.20	per station x	2.77	\$	660
EXCAVATION AND FILL						
		650.00		2.77		4 000
Construction	\$		per station x	2.77	\$	1,823
Landing	\$	284.00	each x	1	\$	284
Turnaround	\$	284.00	each x	1	\$	284
Shape & compact subgrade	\$	36.03	per station x	2.77	\$	100
MISC. MAINTENANCE						
Grass seeding	\$	3.64	per pound x	13	\$	46
ROAD ROCK						
REQUIRED						
4-INCH JAW RUN ROCK	\$	12.27	per CY x	429	\$	5,263
Rock haul	\$	165.00	per hour x	19.0 round trip haul (miles	) 2.76 \$	3,134
Spread & compact rock	\$	3.06	per CY x	429	\$	1,312
Place erosion rock	\$	10.25	per CY x	2	\$	21
CULVERTS AND FLUMES						
18" Polyethylene, double wall	\$	20.89	per foot x	30	\$	627
Culvert marker	\$		each x	2	\$	57
Carvere marker	Ą	20.30	Cucii A	<b>4</b>	Y	51

TOTAL ROAD COST \$ 13,610

# SALE/PROJECT NAME Freedom CONTRACT # 30-104775 ROAD NAME 5976B

Optional construction (stations) 3+72 Distance to Invisi Pit (miles) 1.16

# OPTIONAL CONSTRUCTION

CLEARING & GRUBBING					
Clearing & grubbing	\$ 238.20	per station x	3.72		\$ 886
EVENUATION AND FILE					
EXCAVATION AND FILL					
Construction	\$	per station x	3.72		\$ 2,448
Landing	\$ 284.00	each x	2		\$ 568
Turnaround	\$ 284.00	each x	1		\$ 284
Shape & compact subgrade	\$ 36.03	per station x	3.72		\$ 134
MISC. MAINTENANCE					
Grass seeding	\$ 3.64	per pound x	17		\$ 62
ROAD ROCK					
REQUIRED					
4-INCH JAW RUN ROCK	\$ 12.27	per CY x	616		\$ 7,559
Rock haul	\$ 165.00	per hour x	24.9 round trip haul (miles)	2.38	\$ 4,117
Spread & compact rock	\$ 3.06	per CY x	616		\$ 1,884
Place erosion rock	\$ 10.25	per CY x	2		\$ 21
CULVERTS AND FLUMES					
18" Polyethylene, double wall	\$ 20.89	per foot x	30		\$ 627
Ditchout	\$ 100.00	each x	1		\$ 100
Culvert marker	\$ 28.50	each x	2		\$ 57

TOTAL ROAD COST \$ 18,745

# SALE/PROJECT NAME Freedom CONTRACT # 30-104775 ROAD NAME 5976A

Optional construction (stations) 1+92 Distance to Invisi Pit (miles) 1.06

# OPTIONAL CONSTRUCTION

CLEARING & GRUBBING						
Clearing & grubbing	\$	238.20	per station x	1.92	\$	457
EXCAVATION AND FILL						
		.=				
Construction	\$	658.00	per station x	1.92	\$	1,263
Landing	\$	284.00	each x	1	\$	284
Turnaround	\$	284.00	each x	1	\$	284
Shape & compact subgrade	\$	36.03	per station x	1.92	\$	69
MISC. MAINTENANCE						
Grass seeding	\$	3.64	per pound x	9	\$	32
ROAD ROCK						
REQUIRED						
4-INCH JAW RUN ROCK	\$	12.27	per CY x	348	\$	4,271
Rock haul	\$	165.00	per hour x	13.3 round trip haul (miles)	2.16 \$	2,200
Spread & compact rock	\$	3.06	per CY x	348	\$	1,064
Place erosion rock	\$	10.25	per CY x	4	\$	41
CULVERTS AND FLUMES						
18" Polyethylene, double wall	\$	20.89	per foot x	60	\$	1,254
Culvert marker	\$		each x	4	\$	114
	7	_5.50		·	7	

TOTAL ROAD COST \$ 11,334

#### SALE/PROJECT NAME Freedom CONTRACT # 30-104775 ROAD NAME 5978B

Total road length (stations) 11+17
Optional reconstruction (stations) 6+05
Distance to Invisi Pit (miles) 0.14
Optional construction (stations) 5+12
Distance to Invisi Pit (miles) 0.25

# OPTIONAL RECONSTRUCTION

**CLEARING & GRUBBING** 

Clearing & grubbing	\$	128.80	per station x	6.05	\$	779.24
EXCAVATION AND FILL						
Reconstruction	\$	202.50	per station x	6.05	\$	1,225.13
Landing	\$		each x	2	\$	
Turnaround	\$		each x	2	\$	
Shape & compact subgrade	Ś		per station x	6.05	Ś	
onape a compact subgrade	*	55.55	per station x	0.00	*	227.00
MISC. MAINTENANCE						
Grass seeding	\$	3.64	per pound x	17	\$	60.67
ROAD ROCK						
REQUIRED						
4-INCH JAW RUN ROCK	\$	12.27	per CY x	605	\$	7,416.13
Rock haul	\$		per hour x	12 round trip haul (miles)	0.39 \$	
Spread & compact rock	\$		per CY x	605	\$	
Place erosion rock	\$		per CY x	2	\$	
	•					
CULVERTS AND FLUMES						
18" Polyethylene, double wall	\$	20.89	per foot x	40	\$	835.76
Ditchout	\$	100.00	each x	1	\$	
Culvert marker	\$		each x	2	Ś	57.00
	·					
				OPTIONAL RECONSTRUCTION SU	BTOTAL \$	15,747.17
		OPTIONA	AL CONSTRUCTION			
CLEARING & GRUBBING						
CLEARING & GRUBBING Clearing & grubbing	\$		AL CONSTRUCTION  per station x	5.12	\$	1,219.58
Clearing & grubbing	\$			5.12	\$	1,219.58
Clearing & grubbing  EXCAVATION AND FILL		238.20	per station x			·
Clearing & grubbing  EXCAVATION AND FILL  Construction	\$	238.20 658.00	per station x	5.12	\$	3,368.96
Clearing & grubbing  EXCAVATION AND FILL  Construction Landing	\$	238.20 658.00 284.00	per station x per station x each x	5.12 1	\$	3,368.96 284.00
Clearing & grubbing  EXCAVATION AND FILL  Construction Landing Turnaround	\$ \$ \$	238.20 658.00 284.00 284.00	per station x  per station x  each x  each x	5.12 1 1	\$ \$ \$	3,368.96 284.00 284.00
Clearing & grubbing  EXCAVATION AND FILL  Construction Landing	\$	238.20 658.00 284.00 284.00	per station x per station x each x	5.12 1	\$	3,368.96 284.00
Clearing & grubbing  EXCAVATION AND FILL  Construction Landing Turnaround	\$ \$ \$	238.20 658.00 284.00 284.00	per station x per station x each x each x	5.12 1 1	\$ \$ \$	3,368.96 284.00 284.00
EXCAVATION AND FILL Construction Landing Turnaround Shape & compact subgrade	\$ \$ \$	238.20 658.00 284.00 284.00 36.03	per station x per station x each x each x	5.12 1 1	\$ \$ \$	3,368.96 284.00 284.00 184.46
EXCAVATION AND FILL Construction Landing Turnaround Shape & compact subgrade  MISC. MAINTENANCE Grass seeding	\$ \$ \$	238.20 658.00 284.00 284.00 36.03	per station x  per station x  each x  each x  per station x	5.12 1 1 5.12	\$ \$ \$	3,368.96 284.00 284.00 184.46
EXCAVATION AND FILL Construction Landing Turnaround Shape & compact subgrade  MISC. MAINTENANCE Grass seeding  ROAD ROCK	\$ \$ \$	238.20 658.00 284.00 284.00 36.03	per station x  per station x  each x  each x  per station x	5.12 1 1 5.12	\$ \$ \$	3,368.96 284.00 284.00 184.46
EXCAVATION AND FILL Construction Landing Turnaround Shape & compact subgrade  MISC. MAINTENANCE Grass seeding  ROAD ROCK REQUIRED	\$ \$ \$ \$	238.20 658.00 284.00 284.00 36.03	per station x  per station x  each x  each x  per station x	5.12 1 1 5.12	\$ \$ \$ \$	3,368.96 284.00 284.00 184.46
EXCAVATION AND FILL Construction Landing Turnaround Shape & compact subgrade  MISC. MAINTENANCE Grass seeding  ROAD ROCK REQUIRED 4-INCH JAW RUN ROCK	\$ \$ \$ \$	238.20 658.00 284.00 284.00 36.03 3.64	per station x  per station x  each x  each x  per station x  per pound x	5.12 1 1 5.12 24	\$ \$ \$ \$	3,368.96 284.00 284.00 184.46 85.57
EXCAVATION AND FILL Construction Landing Turnaround Shape & compact subgrade  MISC. MAINTENANCE Grass seeding  ROAD ROCK REQUIRED 4-INCH JAW RUN ROCK Rock haul	\$ \$ \$ \$ \$ \$ \$	238.20 658.00 284.00 284.00 36.03 3.64	per station x  per station x  each x  each x  per station x  per found x	5.12 1 1 5.12 24 658 15 round trip haul (miles)	\$ \$ \$ \$ 0.60 \$	3,368.96 284.00 284.00 184.46 85.57
EXCAVATION AND FILL Construction Landing Turnaround Shape & compact subgrade  MISC. MAINTENANCE Grass seeding  ROAD ROCK REQUIRED 4-INCH JAW RUN ROCK Rock haul Spread & compact rock	\$ \$ \$ \$ \$ \$ \$ \$	238.20 658.00 284.00 284.00 36.03 3.64 12.27 165.00 3.06	per station x  per station x  each x  each x  per station x  per pound x  per CY x  per hour x  per CY x	5.12 1 1 5.12 24 658 15 round trip haul (miles) 658	\$ \$ \$ 0.60 \$ \$	3,368.96 284.00 284.00 184.46 85.57 8,073.82 2,461.67 2,012.21
EXCAVATION AND FILL Construction Landing Turnaround Shape & compact subgrade  MISC. MAINTENANCE Grass seeding  ROAD ROCK REQUIRED 4-INCH JAW RUN ROCK Rock haul	\$ \$ \$ \$ \$ \$ \$	238.20 658.00 284.00 284.00 36.03 3.64 12.27 165.00 3.06	per station x  per station x  each x  each x  per station x  per found x	5.12 1 1 5.12 24 658 15 round trip haul (miles)	\$ \$ \$ \$ 0.60 \$	3,368.96 284.00 284.00 184.46 85.57 8,073.82 2,461.67 2,012.21
EXCAVATION AND FILL Construction Landing Turnaround Shape & compact subgrade  MISC. MAINTENANCE Grass seeding  ROAD ROCK REQUIRED 4-INCH JAW RUN ROCK Rock haul Spread & compact rock	\$ \$ \$ \$ \$ \$ \$ \$	238.20 658.00 284.00 284.00 36.03 3.64 12.27 165.00 3.06	per station x  per station x  each x  each x  per station x  per pound x  per CY x  per hour x  per CY x	5.12 1 1 5.12 24 658 15 round trip haul (miles) 658	\$ \$ \$ 0.60 \$ \$	3,368.96 284.00 284.00 184.46 85.57 8,073.82 2,461.67 2,012.21
EXCAVATION AND FILL Construction Landing Turnaround Shape & compact subgrade  MISC. MAINTENANCE Grass seeding  ROAD ROCK REQUIRED 4-INCH JAW RUN ROCK Rock haul Spread & compact rock Place erosion rock  CULVERTS AND FLUMES	\$ \$ \$ \$ \$ \$ \$	238.20 658.00 284.00 36.03 3.64 12.27 165.00 3.06 10.25	per station x  per station x  each x  each x  per station x  per station x  per pound x  per CY x  per hour x  per CY x  per CY x	5.12 1 1 5.12 24 658 15 round trip haul (miles) 658	\$ \$ \$ \$ 0.60 \$ \$	3,368.96 284.00 284.00 184.46 85.57 8,073.82 2,461.67 2,012.21
EXCAVATION AND FILL Construction Landing Turnaround Shape & compact subgrade  MISC. MAINTENANCE Grass seeding  ROAD ROCK REQUIRED 4-INCH JAW RUN ROCK Rock haul Spread & compact rock Place erosion rock  CULVERTS AND FLUMES 18" Polyethylene, double wall	\$ \$ \$ \$ \$ \$ \$ \$	238.20 658.00 284.00 284.00 36.03 3.64 12.27 165.00 3.06 10.25	per station x  per station x  each x  each x  per station x  per station x  per foound x  per CY x  per hour x  per CY x  per CY x  per foot x	5.12 1 1 5.12 24 658 15 round trip haul (miles) 658 2	\$ \$ \$ \$ 0.60 \$ \$	3,368.96 284.00 284.00 184.46 85.57 8,073.82 2,461.67 2,012.21 20.50
EXCAVATION AND FILL Construction Landing Turnaround Shape & compact subgrade  MISC. MAINTENANCE Grass seeding  ROAD ROCK REQUIRED 4-INCH JAW RUN ROCK Rock haul Spread & compact rock Place erosion rock  CULVERTS AND FLUMES	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	238.20 658.00 284.00 284.00 36.03 3.64 12.27 165.00 3.06 10.25	per station x  per station x  each x  each x  per station x  per station x  per pound x  per CY x  per hour x  per CY x  per CY x	5.12 1 1 5.12 24 658 15 round trip haul (miles) 658 2	\$ \$ \$ \$ 0.60 \$ \$	3,368.96 284.00 284.00 184.46 85.57 8,073.82 2,461.67 2,012.21 20.50

OPTIONAL CONSTRUCTION SUBTOTAL \$ 18,678.60

TOTAL ROAD COST \$ 34,425.77

#### SALE/PROJECT NAME Freedom CONTRACT # 30-104775 ROAD NAME 5976

Total road length (stations) 39+00
Required pre-haul maintenance (stations) 36+81
Distance to Invisi Pit (miles) 0.99
Required reconstruction (stations) 2+19
Distance to Invisi Pit (miles) 1.69

# REQUIRED PRE-HAUL MAINTENANCE

	REC	UIRED PR	E-HAUL MAINTE	ENANCE		
MISC. MAINTENANCE						
Maintenance grading	\$	18.03	per station x	36.81	\$	663.70
Maintenance rolling	\$	14.39	per station x	36.81	\$	529.84
ROAD ROCK						
REQUIRED						
1 1/4-INCH MINUS CRUSHED ROCK	\$	13.57	per CY x	100	\$	1,356.65
Rock haul	\$	165.00	per hour x	4 round trip haul (miles)	1.98 \$	602.25
			RE	EQUIRED PRE-HAUL MAINTENANCE SUBTO	TAL \$	3,152.44
		REQUIRE	RECONSTRUCT	TION		
CLEARING & GRUBBING						
Clearing & grubbing	\$	238.20	per station x	2.19	\$	521.66
EXCAVATION AND FILL						
Reconstruction	,	220.00	per station x	2.19	\$	720.51
	\$		each x	3	۶ \$	852.00
Landing	\$				\$ \$	
Shape & compact subgrade	\$	36.03	per station x	2.19	\$	78.90
MISC. MAINTENANCE						
Grass seeding	\$	3 64	per pound x	10	\$	36.60
Grass securing	Y	3.04	per pouriu x	10	Y	30.00
ROAD ROCK						
REQUIRED						
4-INCH JAW RUN ROCK	\$	12.27	per CY x	331	\$	4,064.51
Rock haul	\$		per hour x		3.42 \$	,
Spread & compact rock	\$		per CY x	331	\$	,
ch con contract to the contract of	- 7				- 7	,

REQUIRED RECONSTRUCTION SUBTOTAL \$ 10,067.71

TOTAL ROAD COST \$ 13,220.15

#### SALE/PROJECT NAME Freedom CONTRACT # 30-104775 ROAD NAME 5970

Total road length (stations) 271+00
Required pre-haul maintenance (stations) 263+49
Distance to Invisi Pit (miles) 0.00
Required reconstruction (stations) 7+51
Distance to Invisi Pit (miles) 0.43

# REQUIRED PRE-HAUL MAINTENANCE

	INLU	OINLDFI	L-HAUL WAINTEN	ANCL		
MISC. MAINTENANCE						
Maintenance grading	\$	18.03	per station x	263.49	Ş	4,750.80
Maintenance rolling	\$	14.39	per station x	263.49	ç	3,792.66
ROAD ROCK						
REQUIRED						
1 1/4-INCH MINUS CRUSHED ROCK	\$	13.57	per CY x	670	9	9,089.57
Rock haul	Ś		per hour x	45 round trip haul (miles)		7,359.32
	•		p =			.,
			REQ	UIRED PRE-HAUL MAINTENANCE SUE	STOTAL S	24.992.35
					,	_ ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
		REQUIRED	RECONSTRUCTIO	N		
CLEARING & GRUBBING						
Clearing & grubbing	Ś	238.20	per station x	7.51	9	1,788.88
					·	,
EXCAVATION AND FILL						
Reconstruction	\$	329.00	per station x	7.51	9	2,470.79
Landing	, \$		each x	3		,
Turnaround	\$		each x	1	Ş	-
Shape & compact subgrade	\$		per station x	7.51	3	
Shape a sompace sangitude	Ψ.	50.05	per station x	,.51	,	2,0.00
MISC. MAINTENANCE						
Grass seeding	\$	3 64	per pound x	34	9	125.51
Grass seeding	7	3.04	per pound x	34	7	123.31
ROAD ROCK						
REQUIRED						
4-INCH JAW RUN ROCK	\$	12 27	per CY x	719		8,817.38
Rock haul	\$		per hour x	19 round trip haul (miles)	1.00	,
Spread & compact rock	\$		per CY x	719		5 2,197.53
Spread & compact rock	۶	3.00	per Cr x	, 13	7	2,137.33
CULVERTS AND FLUMES						
Ditchout	\$	100.00	each x	2	9	200.00
Dittilout	Ş	100.00	Cacii x	2	÷	200.00
				DECLUDED DECONCEDUCATION OUT		20 500 26

REQUIRED RECONSTRUCTION SUBTOTAL \$ 20,599.26

TOTAL ROAD COST \$ 45,591.61

## SALE/PROJECT NAME Freedom CONTRACT # 30-104775 ROAD NAME 5925

Total road length (stations) 20+83
Required pre-haul maintenance (stations) 10+53
Required construction (stations) 10+30
Distance to Invisi Pit (miles) 5.47

## REQUIRED PRE-HAUL MAINTENANCE

	REC	LOIKED PI	RE-HAUL MAIN	IENANCE				
MISC. MAINTENANCE								
Maintenance grading	\$	18.03	per station x	10.53			\$	189.86
Maintenance rolling	\$	14.39	per station x	10.53			\$	151.57
Brushing	\$	31.41	per station x	7.61	(0+00 to 7+61)		\$	239.04
Ditching	\$	88.24	per station x	2.92	(17+91 to 20+83)		\$	257.66
ROAD ROCK								
REQUIRED								
1 1/4-INCH MINUS CRUSHED ROCK	\$	13 57	per CY x	368	(30CY is culvert backfill)	ı	\$	4,999.09
Rock haul	\$		per hour x		round trip haul (miles)	11.14		7,784.64
Spread & compact	\$		per flour x	338	round trip nadi (nines)	11.17	\$	1,034.80
Place erosion rock	\$		per CY x	2			\$	20.50
Place elosion fock	Ą	10.23	percrx	2			ڔ	20.30
CULVERTS AND FLUMES								
18" Polyethylene, double wall	\$	20.89	per foot x	40			\$	835.76
Culvert marker	\$	28.50	each x	2			\$	57.00
			F	REQUIRED PRI	E-HAUL MAINTENANCE SU	JBTOTAL	\$	15,569.94
		REQUIR	ED CONSTRUCT	ION				
CLEARING & GRUBBING								
Clearing & grubbing	\$	238.20	per station x	10.30	(7+61 to 17+91)		\$	2,453
	·		•		,		·	,
EXCAVATION AND FILL								
Construction	\$	658.00	per station x	10.30			\$	6,777
Shape & compact subgrade	\$	36.03	per station x	10.30			\$	371
MISC. MAINTENANCE								
Grass seeding	\$	3.64	per pound x	47			\$	172
ROAD ROCK								
REQUIRED								
1 1/4-INCH MINUS CRUSHED ROCK	\$	12 57	per CY x	338			\$	4,592
Rock haul	\$		per hour x		round trip haul (miles)	11.13		7,148
Spread & compact rock	\$		per flour x	338	Tourid trip flaur (fillies)	11.15	\$	1,035
4-INCH JAW RUN ROCK	\$		per CY x	678			\$	8,311
Rock haul	\$				round trip bout (miles)	11.13		
			per hour x		round trip haul (miles)	11.15		14,308
Spread & compact rock	\$ \$		per CY x	670			\$	2,047
Place erosion rock	<b>\$</b>	10.25	per CY x	6			\$	62
CULVERTS AND FLUMES								
18" Polyethylene, double wall	\$	20.89	per foot x	90			\$	1,880
Culvert marker	\$	28.50	each x	6			\$	171
				REQU	JIRED CONSTRUCTION SU	JBTOTAL	\$	49,328
					TOTAL RO	AD COST	\$	64,898
								,

#### SALE/PROJECT NAME Freedom CONTRACT # 30-104775 ROAD NAME 5900

## Required pre-haul maintenance (stations) 15+11 Distance to Invisi Pit (miles) 4.56

## REQUIRED PRE-HAUL MAINTENANCE

MISC. MAINTENANCE  Maintenance grading  Maintenance rolling	\$ \$	per station x per station x	15.11 15.11		\$	272.44 217.49
ROAD ROCK REQUIRED 1 1/4-INCH MINUS CRUSHED ROCK Rock haul	\$ \$	per CY x per hour x	40 4 round trip haul (miles)	9.41	\$ \$	542.66 730.81

TOTAL ROAD COST \$ 1,763.40

#### SALE/PROJECT NAME Freedom CONTRACT # 30-104775 ROAD NAME 4900

## Required pre-haul maintenance (stations) 104+64 Distance to Invisi Pit (miles) 6.40

## REQUIRED PRE-HAUL MAINTENANCE

MISC. MAINTENANCE  Maintenance grading  Maintenance rolling	\$ \$	per station x per station x	104.64 104.64	9	1,886.69 5 1,506.18
ROAD ROCK REQUIRED 1 1/4-INCH MINUS CRUSHED ROCK Rock haul	\$ \$	per CY x per hour x	270 44 round trip haul (miles)	14.79	3,662.96 5 7,329.66

TOTAL ROAD COST \$ 14,385.49

#### SALE/PROJECT NAME Freedom CONTRACT # 30-104775 ROAD NAME 5920

## Required pre-haul maintenance (stations) 60+93 Distance to Invisi Pit (miles) 4.04

## REQUIRED PRE-HAUL MAINTENANCE

MISC. MAINTENANCE  Maintenance grading  Maintenance rolling	\$	18.03 per station x 14.39 per station x	60.93 60.93	\$ \$	1,098.59 877.02
ROAD ROCK REQUIRED 1 1/4-INCH MINUS CRUSHED ROCK Rock haul	\$ \$	13.57 per CY x 165.00 per hour x	160 17 round trip haul (miles)		2,170.64 2,878.05

TOTAL ROAD COST \$ 7,024.30



# WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES

# FOREST EXCISE TAX ROAD SUMMARY SHEET

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

**EXCISE TAX EXEMPT ACTIVITIES** 

linear feet **Temporary Construction:** 

Roads to be constructed (optional and required) and

then abandoned

**Region:** 

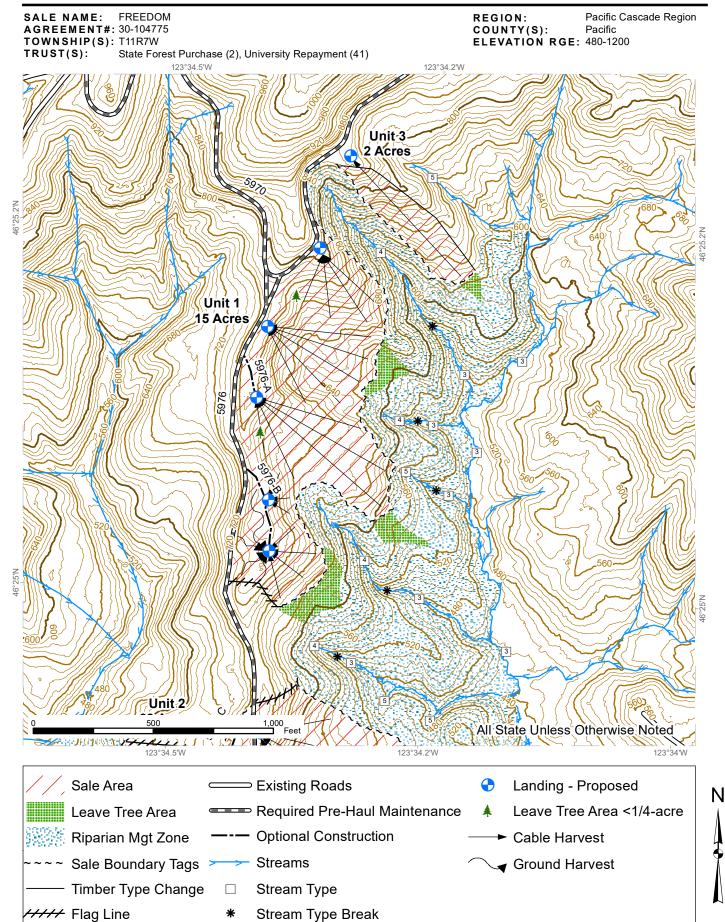
linear feet

**Temporary Reconstruction:** 

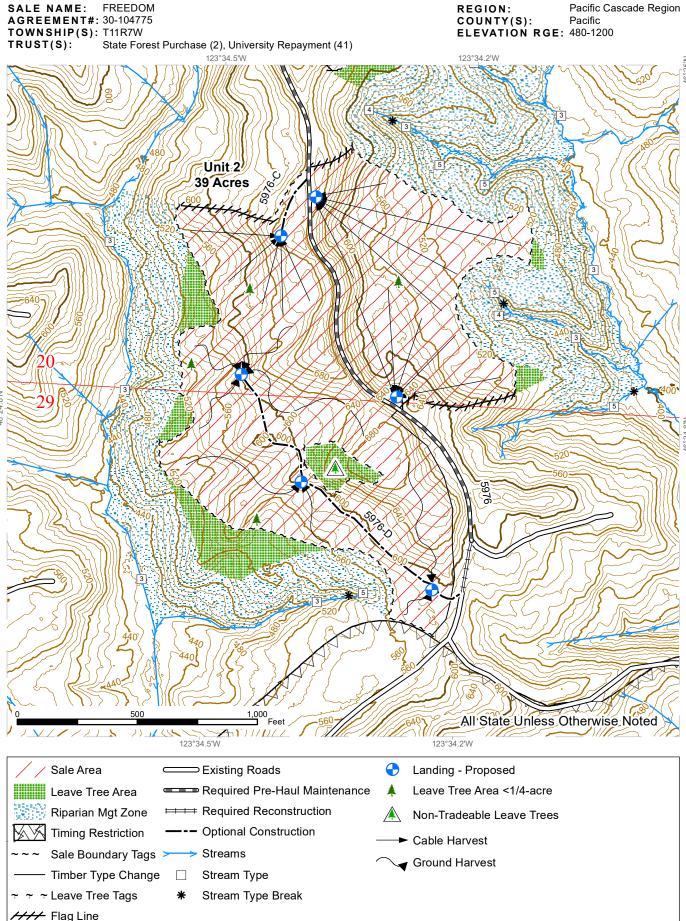
Roads to be reconstructed (optional and required) and then abandoned

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

(Revised 9/18)



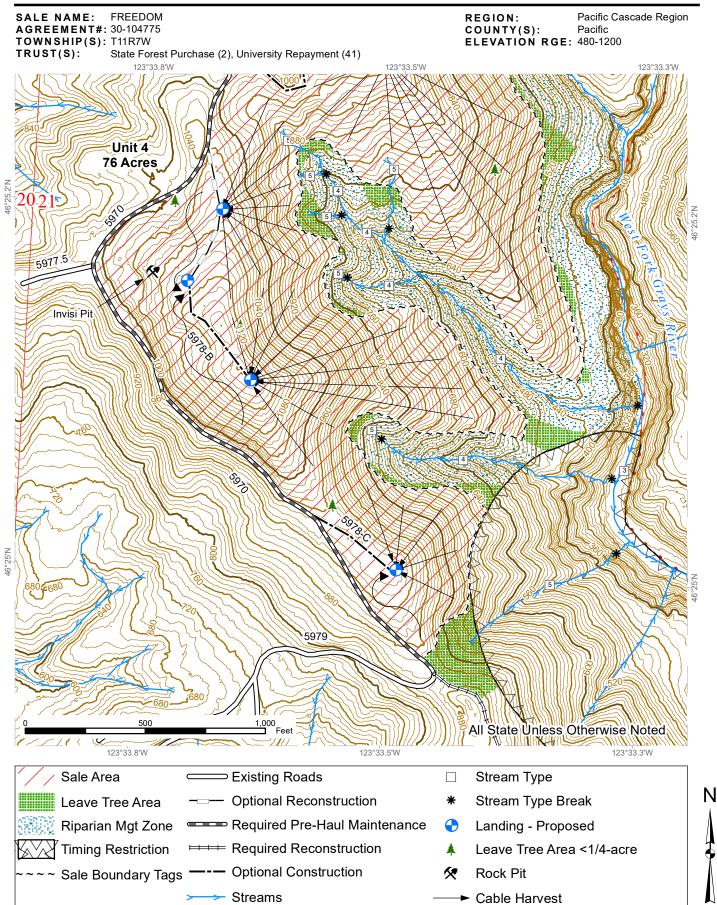
Prepared By: mhen490



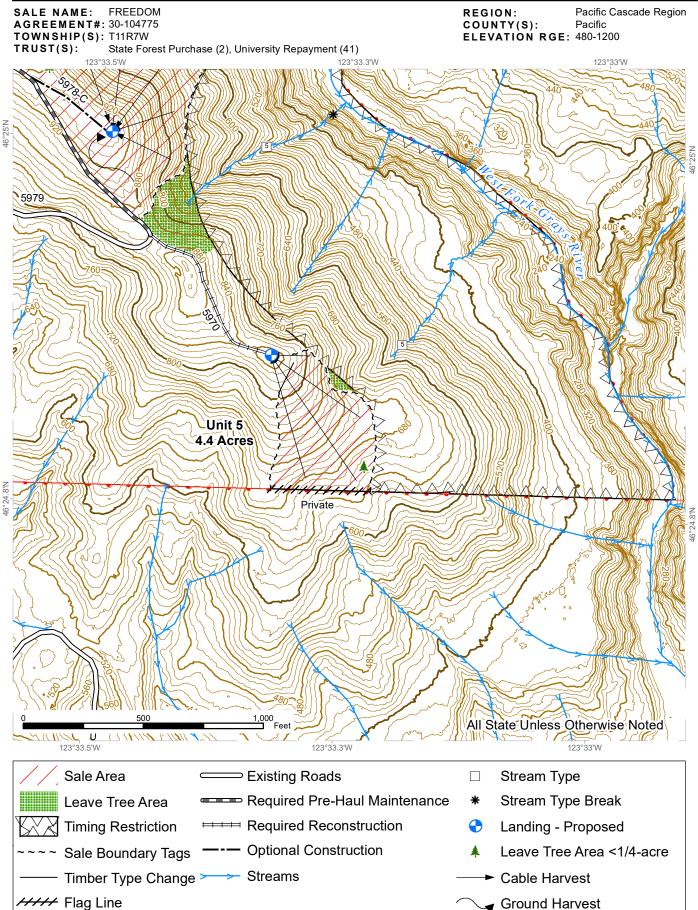
Ν

Stream Type Break

Ν



Ground Harvest



Ν

Ν