TIMBER NOTICE OF SALE

SALE NAME: Q BIG BOX SALVAGE

AGREEMENT NO: 30-102788

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AGREEMENT NO: 30-102788

AUCTION: November 16, 2021 starting at 10:00 a.m.,
Northeast Region Office, Colville, WA

COUNTY: Okanogan

SALE LOCATION: Sale located approximately 7 miles southwest of Loomis, WA

PRODUCTS SOLD AND SALE AREA: All decks of unburned logs as shown on the timber map.

All forest products above located on part(s) of Sections 5 and 6 all in Township 37 North, Range 25 East, Sections 1 all in Township 37 North, Range 24 East, Sections 15, 17, 18, 19, 22, 27, 31, 34 and 35 all in Township 38 North, Range 25 East, Sections 22, 23, 24 and 25 all in Township 38 North, Range 24 East, W.M., containing 30 acres, more or less.

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

ESTIMATED SALE VOLUMES AND QUALITY:

<table>
<thead>
<tr>
<th>Species</th>
<th>Avg DBH</th>
<th>Ring Count</th>
<th>Total MBF</th>
<th>Total Tons</th>
<th>Price $/Ton</th>
<th>P</th>
<th>SM</th>
<th>1S</th>
<th>2S</th>
<th>3S</th>
<th>4S</th>
<th>5S</th>
<th>6S</th>
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<tbody>
<tr>
<td>Douglas fir</td>
<td>80</td>
<td>440</td>
<td>30.00</td>
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<td>P</td>
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<tr>
<td>Larch</td>
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<td>275</td>
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<tr>
<td>Spruce</td>
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<td>Lodgepole</td>
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<td>64</td>
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<tr>
<td>Alpine fir</td>
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<td>64</td>
<td>30.00</td>
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<tr>
<td>Ponderosa pine</td>
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<td>65</td>
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<tr>
<td>Sale Total</td>
<td>200</td>
<td>1,164</td>
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MINIMUM BID: $30/ton (est. value $34,920.00)

BID METHOD: Sealed Bids

PERFORMANCE SECURITY: $6,984.00

SALE TYPE: Tonnage Scale

EXPIRATION DATE: September 1, 2022

ALLOCATION: Export Restricted

BIDDABLE SPECIES: Bidding to be allowed on all species combined.

BID DEPOSIT: $5,000.00 or Bid Bond. Said deposit shall constitute an opening bid at the appraised price.

HARVEST METHOD: ground based loading and hauling equipment.

ROADS: The hauling of forest products will not be permitted from March 15 to June 1 unless authorized in writing by the Contract Administrator.

ACREAGE DETERMINATION CRUISE METHOD: Volumes were estimated and not cruised.

FEES: None
SPECIAL REMARKS: 28 decks of unburned logs have been processed and cut to various lengths. All blue stain ponderosa pine and logs not meeting the minimum dimensions in clause H-150 will be offered as optional removal at $2.00/ton. Locked gates restrict access to the sale area. Contact the Northeast Region Office at (509) 684-7474 for access.
TIMBER SALE MAP

SALE NAME: Q BIG BOX SALVAGE
AGREEMENT #: 30-102788
TOWNSHIP(S): T38R25E, T38R24E, T37R25E, T37R24E
TRUST(S): Common School and Indemnity (3)
REGION: Northeast Region
COUNTY(S): Okanogan
ELEVATION RGE: 2900-5190

Public Land Survey Sections
DNR Managed Lands
Existing Roads
Streams
Survey Monument
Haul Route
Gate
Wood Placement Site

All State Unless Otherwise Noted

Prepared By: rmi490
Modification Date: rmi490 10/22/2021
SALE NAME: Q BIG BOX SALVAGE
AGREEMENT #: 30-102788
TOWNSHIP(S): T38R25E, T38R24E, T37R25E, T37R24E
TRUST(S): Common School and Indemnity (3)
REGION: Northeast Region
COUNTY(S): Okanogan
ELEVATION RGE: 2900-5190

TIMBER SALE MAP

Prepared By: msi490
Modification Date: msi490 10/22/2021
**Driving Directions:**

From Loomis, WA travel South on the Sinlahekin Rd road for 2 miles and turn right onto Cecile Rd (E382516A). Follow the grade up for another 2 miles and stay right, in 3 miles you'll turn left onto Chickadee Rd (E382516A), followed by a right in 100 yards onto West Chickadee (E382413B). Several decks are located on this road. From intersection of Chickadee Rd and West Chickadee Rd travel 1.7 miles and take a left on E382426F Rd. Travel 1 mile to reach a log deck. Follow Cecile (E382516A) up from the pavement, at 4 miles on Cecile (E382516A) stay left onto rd E382516A. Several decks are located up this road. Follow Cecile (E382516A) up from the pavement, at 2 miles stay left onto Douglas Mtn Rd (E372521A). Follow Douglas Mtn Rd for the next 2.5 miles. Turn right onto Mill Hill Rd (E382515A). There are several decks on Mill Hill Rd, as well as Douglas Mtn Rd. Continue on Douglas Mtn Rd past Mill Hill. In approx. 2 more miles you'll turn right onto Sarsapkin Rd (E372505D). Follow Sarsapkin rd, you'll pass a few more decks. At the intersection stay left onto (E372505D). There are several more decks located on Sarsapkin Rd for the next 3 miles. 1 mile up Sarsapkin, there is a right turn onto rd E372505K. There are several decks along this road for the next 2 miles. At the next intersection, approx. 1.4 miles, turn left onto E372505L, there are a few decks up this road. From the intersection of Douglas Mtn Rd (E372521AA) and E372504B, drive up Sarsapkin for 1.4 miles, stay right onto Wickiup Rd (E372504B). Turn right onto Rd E372505M. There is one deck located about 1 mile in on E372505N. Continue up Wickiup Rd past E372505M and there will be another deck on your right in about 0.5 miles.
DRIVING DIRECTIONS:

From Loomis, WA travel South on the Sinlahekin Rd road for 2 miles and turn right onto Cecile Rd (E382516A). Follow the grade up for another 2 miles and stay right, in 3 miles you’ll turn left onto Chickadee Rd (E382414A), followed by a right in 100 yards onto West Chickadee (E382413B). Several decks are located on this road. From intersection of Chickadee Rd and West Chickadee Rd travel 1.7 miles and take a left on E382426F Rd. Travel 1 mile to reach a log deck. Follow Cecile (E382516A) up from the pavement, at 4 miles on Cecile (E382516A) stay left onto rd E382516A. Several decks are located up this road. Follow Cecile (E382516A) up from the pavement, at 2 miles stay left onto Douglas Mtn Rd (E372521A). Follow Douglas Mtn Rd for the next 2.5 miles. Turn right onto Mill Hill Rd (E382515A). There are several decks on Mill Hill Rd, as well as Douglas Mtn Rd. Continue on Douglas Mtn Rd past Mill Hill. In approx. 2 more miles you’ll turn right onto Sarsapkin Rd (E372504B). Follow Sarsapkin rd, you’ll pass a few more decks. At the intersection stay left onto (E372505D). There are several more decks located on Sarsapkin Rd for the next 3 miles. 1 mile up Sarsapkin, there is a right turn onto rd E372505K. There are several decks along this road for the next 2 miles. At the next intersection, approx. 1.4 miles, turn left onto E372505L, there are a few decks up this road. From the intersection of Douglas Mtn Rd (E372521AA) and E372504B, drive up Sarsapkin for 1.4 miles, stay right onto Wickiup Rd (E372504B). Turn right onto Rd E372505M. There is one deck located about 1 mile in on E372505N. Continue up Wickiup Rd past E372505M and there will be another deck on your right in about 0.5 miles.
DRIVING DIRECTIONS:

From Loomis, WA travel South on the Sinlahekin Rd road for 2 miles and turn right onto Cecile Rd (E382516A). Follow the grade up for another 2 miles and stay right, in 3 miles you’ll turn left onto Chickadee Rd (E382414A), followed by a right in 100 yards onto West Chickadee (E382413B). Several decks are located on this road. Travel 1 mile to reach a log deck. Follow Cecile (E382516A) up from the pavement, at 4 miles on Cecile (E382516A) stay left onto rd E382516F. Several decks are located up this road. Travel 1.7 miles and take a left on E382426F Rd. From intersection of Chickadee Rd and West Chickadee Rd travel 1.7 miles and take a left on E382426F Rd. There are several more decks located on Sarkapkin Rd for the next 3 miles. 1 mile up Sarkapkin, there is a right turn onto rd E372505K. There are several more decks along this road for the next 2 miles. At the next intersection, approx. 1.4 miles, turn left onto E372505L, there are a few decks up this road. From the intersection of Douglas Mt Rd (E372521AA) and E372504B, drive up Sarkapkin for 1.4 miles, stay right onto Wickup Rd (E372504B). Turn right onto Rd E372505M. There is one deck located about 1 mile in on E372505N. Continue up Wickup Rd past E372505M and there will be another deck on your right in about 0.5 miles.
STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

BILL OF SALE AND CONTRACT FOR
FOREST PRODUCTS

Export Restricted Tonnage Scale AGREEMENT NO. 30-0102788

SALE NAME: Q BIG BOX SALVAGE

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

Section G: General Terms
G-001 Definitions
The following definitions apply throughout this contract;

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

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

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

Purchaser: The company or individual that has entered into a Bill of Sale and Contract for Forest Products with the State for the right to harvest and remove forest products from the timber sale area.
Road Construction: Includes building new and maintaining existing forest roads and associated work that may be optional or required as described in the Road Plan.

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

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

G-010 Products Sold and Sale Area

Purchaser was the successful bidder on November 16, 2021 and the sale was confirmed on _________________. The State, as owner, agrees to sell to Purchaser, and Purchaser agrees to purchase, cut, and remove the following forest products: All decks of unburned logs as shown on the timber map., located on approximately 30 acres on part(s) of Sections 5, and 6 all in Township 37 North, Range 25 East, Section 1 in Township 37 North, Range 24 East, Sections 15, 17, 18, 19, 22, 27, 31, 34, and 35 all in Township 38 North, Range 25 East, Sections 22, 23, 24, and 25 all in Township 38 North, Range 24 East W.M. in Okanogan County(s) as shown on the attached timber sale map and as designated on the sale area.

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

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

G-020 Inspection By Purchaser

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

G-030 Contract Term

Purchaser shall remove the forest products conveyed and complete all work required by this contract prior to September 1, 2022.
G-040 Contract Term Adjustment - No Payment

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

a. Road and bridge failures which deny access.

b. Access road closures imposed by road owner.

c. Excessive suspensions as provided in clause G-220.

d. Regulatory actions not arising from Purchaser's failure to comply with this contract which will prevent timber harvest for a period less than 6 months.

G-050 Contract Term Extension - Payment

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

a. A written request for extension of the contract term must be received prior to the expiration date of the contract.

b. Completion of all required roads and compliance with all contract and regulatory requirements.

c. For the first extension, not to exceed 1 year, payment of at least 25 percent of the contract value based on the contract payment rate and advertised volume.

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

The payments shall not include the initial deposit which shall be held 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 timber value of the contract.

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

e. Payment of $261.00 per acre per annum for the acres on which an operating release has not been issued.

f. In no event will the extension charge be less than $200.00.

g. Extension payments are non-refundable.

G-053 Surveys - Sensitive, Threatened, Endangered Species

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

G-060 Exclusion of Warranties

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

a. The MERCHANTABILITY of the forest products. The use of the term "merchantable" in any document is not intended to vary the foregoing.

b. The CONDITION of the forest products. The forest products will be conveyed "AS IS."

c. The ACREAGE contained within any sale area. Any acreage descriptions appearing in the timber notice of sale, timber sale contract, or other documents are estimates only, provided solely for administrative and identification purposes.

d. The VOLUME, QUALITY, OR GRADE of the forest products. The State neither warrants nor limits the amount of timber to be harvested. The descriptions of the forest products to be conveyed are estimates only, made solely for administrative and identification purposes.

e. The CORRECTNESS OF ANY SOIL OR SURFACE CONDITIONS, PRE-SALE CONSTRUCTION APPRAISALS, INVESTIGATIONS, AND ALL OTHER PRE-BID DOCUMENTS PREPARED BY OR FOR THE STATE. These documents have been prepared for the State's appraisal purposes only.

f. THAT THE SALE AREA IS FREE FROM THREATENED OR ENDANGERED SPECIES or their habitat. The State is not responsible for any interference with forestry operations that result from the presence of any
threatened or endangered species, or the presence of their habitat, within the sale area.

g. THAT THE FORESTRY OPERATIONS to be performed under this contract WILL BE FREE FROM REGULATORY ACTIONS by governmental agencies. The State is not responsible for actions to enforce regulatory laws, such as the Washington Forest Practices Act (chapter 76.09 RCW), taken by the Department of Natural Resources or any other agency that may affect the operability of this timber sale.

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

G-064 Permits
Purchaser is responsible for obtaining any permits not already obtained by the State that relate to Purchaser's operation. Forest Practice Application / Hydraulic Project Approval permits obtained by the State shall be transferred to Purchaser. Purchaser is responsible for all permits, amendments and renewals.

G-065 Regulatory Disclaimer
The State disclaims any responsibility for, or liability relating to, regulatory actions by any government agency, including actions pursuant to the Forest Practices Act, Ch. 76.09 RCW that may affect the operability of the timber sale.

G-066 Governmental Regulatory Actions

a. Risk

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

b. Sale Area

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

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

c. Adjustment of Price

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

G-070 Limitation on Damage

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

G-080 Scope of State Advice

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

G-090 Sale Area Adjustment

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

G-100 Forest Products Not Designated

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

G-110 Title and Risk of Loss

Title to the forest products conveyed passes at confirmation of the sale. Purchaser bears the risk of loss of or damage to and has an insurable interest in the forest products in this contract from the time of confirmation of the sale of forest products. In the event of loss of or damage to the forest products after passage of title, whether the
cause is foreseeable or unforeseeable, the forest products shall be paid for by Purchaser. Breach of this contract shall have no effect on this provision. Title to the forest products not removed from the sale area within the period specified in this contract shall revert to the State as provided in RCW 79.15.100.

G-116 Sustainable Forestry Initiative® (SFI) Certification

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

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

G-120 Responsibility for Work

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

G-121 Exceptions

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

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

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

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

1. Failure of (a) required improvements or roads designated in clause C-050, or (b) required or optional construction completed to the point that authorization to haul has been issued;

2. Caused by a single event from forces beyond the control of Purchaser, its employees, agents, or invitees, including independent contractors; and

3. Includes, but is not limited to natural disasters such as earthquakes, volcanic eruptions, landslides, and floods.
The repair work identified by the State shall be promptly completed by Purchaser at an agreed price. The State may elect to accomplish repairs by means of State-provided resources.

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

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

G-140 Indemnity

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

G-150 Insurance

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

All insurance and surety bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.
The State of Washington, Department of Natural Resources region office of sale origin shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications:

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

2. Insurers subject to Chapter 48.15 RCW (surplus lines): The State shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.

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

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

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

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

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

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

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

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

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

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

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

Business Auto Policy (BAP). Purchaser shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than $1,000,000.00 per accident. Such insurance shall cover liability arising out of "Any Auto". Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. If necessary the policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense" as provided in the 1990 or later editions of CA 00 01. Purchaser waives all rights against State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.
G-160 Agents

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

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

G-170 Assignment and Delegation

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

G-180 Modifications

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

G-190 Contract Complete

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

G-200 Notice

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

G-210 Violation of Contract
G-220 State Suspends Operations

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

G-210 Violation of Contract

a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend those operations in violation. If the violation is capable of being remedied, Purchaser has 30 days after
receipt of a suspension notice to remedy the violation. If the violation cannot
be remedied (such as a violation of WAC 240-15-015) or Purchaser fails to
remedy the violation within 30 days after receipt of a suspension notice, the
State may terminate the rights of Purchaser under this contract and collect
damages.

b. If the contract expires pursuant to clause G-030 or G-031 without Purchaser
having performed all its duties under this contract, Purchaser's right to operate
is terminated and Purchaser shall not have the right to remedy the breach.
This provision shall not relieve Purchaser of any payment obligations.

c. The State has the right to remedy the breach in the absence of any indicated
attempt by Purchaser or if Purchaser is unable, as determined by the State, to
remedy the breach. Any expense incurred by the State shall be charged to
Purchaser and shall be paid within 30 days of receipt of billing.

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

G-220 State Suspends Operations
The Contract Administrator may suspend any operation of Purchaser under this
contract when the State is suffering, or there is a reasonable expectation the State will
suffer environmental, monetary, or other damage if the operation is allowed to
continue.

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

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

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

G-230 Unauthorized Activity
Any cutting, removal, or damage of forest products by Purchaser, its employees,
agents, or invitees, including independent contractors, in a manner inconsistent with the
terms of this contract or State law, is unauthorized. Such activity may subject
Purchaser to liability for triple the value of said forest products under RCW 79.02.320
or RCW 79.02.300 and may result in prosecution under RCW 79.02.330 or other applicable statutes.

G-240 Dispute Resolution

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

a. In the event of a dispute, Purchaser must make a written request to the Region Manager for resolution prior to seeking other relief.

b. The Region Manager will issue a written decision on Purchaser's request within ten business days.

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

d. Unless otherwise agreed, a conference will be held by the Deputy Supervisor - Uplands within 30 calendar days of the receipt of Purchaser's request for review of the Region Manager's written decision. Purchaser and the Region Manager will have an opportunity to present their positions. The Deputy Supervisor - Uplands will issue a decision within a reasonable time of being presented with both Parties' positions.

G-250 Compliance with All Laws

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

G-260 Venue

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

G-270 Equipment Left on State Land

All equipment owned or in the possession of Purchaser, its employees, agents, or invitees, including independent contractors, shall be removed from the sale area and other State land by the termination date of this contract. Equipment remaining unclaimed on State land 60 days after the expiration of the contract period is subject to disposition as provided by law. Purchaser shall pay to the State all costs of moving, storing, and disposing of such equipment. The State shall not be responsible for any damages to or loss of the equipment or damage caused by the moving, storing or disposal of the equipment.
G-280 Operating Release

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

G-310 Road Use Authorization

Purchaser is authorized to use the following State roads and roads for which the State has acquired easements and road use permits: E372504B, E372505D, E372505K, E372505L, E372505M, E372505N, E372521A, E382413A, E382413B, E382422E, E382426F, E382514E, E382515A, E382516A, E382516F, E382534F and E382534G. The State may authorize in writing the use of other roads subject to fees, restrictions, and prior rights.

G-330 Pre-work Conference

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

G-340 Preservation of Markers

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

G-360 Road Use Reservation

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

G-370 Blocking Roads

Purchaser shall not block the E382516A, E382413A, E372521A and E372504B roads, unless authority is granted in writing by the Contract Administrator.
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:

- Lease, including the terms and provisions thereof,
  For: Range Permit
  In Favor of: RR Ranch LLC dba Double R Ranch
  Disclosed by Application No.: 11-B69446
  Granted: 1/1/2013
  Expires: 12/31/2022

- Lease, including the terms and provisions thereof,
  For: Range Permit
  In Favor of: RR Ranch LLC dba Double R Ranch
  Disclosed by Application No.: 11-B69447
  Granted: 1/1/2013
  Expires: 12/31/2022

- Lease, including the terms and provisions thereof,
  For: Range Permit
  In Favor of: RR Ranch LLC dba Double R Ranch
  Disclosed by Application No.: 11-B69474
  Granted: 1/1/2013
  Expires: 12/31/2022

- Lease, including the terms and provisions thereof,
  For: Land Use License
  In Favor of: Washington Department of Fish and Wildlife
  Disclosed by Application No.: 60-094981
  Granted: 12/29/2016
  Expires: 6/30/2022

- Water Right, including the terms and provisions thereof,
  For: Creek
  In Favor of: DNR
  Disclosed by Application No.: 78-002659
  Granted: 11/21/1972
  Expires: Indefinite

- Water Right, including the terms and provisions thereof,
  For: Creeks
  In Favor of: DNR
Disclosed by Application No.: 78-002660
Granted: 11/21/1972
Expires: Indefinite

Water Right, including the terms and provisions thereof,
For: Creek
In Favor of: DNR
Disclosed by Application No.: 78-002661
Granted: 11/21/1972
Expires: Indefinite

Water Right, including the terms and provisions thereof,
For: Creek
In Favor of: DNR
Disclosed by Application No.: 78-002667
Granted: 11/21/1972
Expires: Indefinite

Water Right, including the terms and provisions thereof,
For: Creek
In Favor of: DNR
Disclosed by Application No.: 78-002668
Granted: 11/21/1972
Expires: Indefinite

Water Right, including the terms and provisions thereof,
For: Creek
In Favor of: DNR
Disclosed by Application No.: 78-002680
Granted: 11/21/1972
Expires: Indefinite

Water Right, including the terms and provisions thereof,
For: Creek
In Favor of: DNR
Disclosed by Application No.: 78-002779
Granted: 1/23/1973
Expires: Indefinite

Water Right, including the terms and provisions thereof,
For: Creek
In Favor of: DNR
Disclosed by Application No.: 78-002791
Granted: 1/23/1973
Expires: Indefinite
Water Right, including the terms and provisions thereof,
For: Creek
In Favor of: DNR
Disclosed by Application No.: 78-002792
Granted: 1/23/1973
Expires: Indefinite

Water Right, including the terms and provisions thereof,
For: Creek
In Favor of: DNR
Disclosed by Application No.: 78-002793
Granted: 1/23/1973
Expires: Indefinite

Water Right, including the terms and provisions thereof,
For: Lake
In Favor of: DNR
Disclosed by Application No.: 78-003504
Granted: 3/28/1973
Expires: Indefinite

Water Right, including the terms and provisions thereof,
For: Pond
In Favor of: DNR
Disclosed by Application No.: 78-003505
Granted: 3/28/1973
Expires: Indefinite

Water Right, including the terms and provisions thereof,
For: Lake
In Favor of: DNR
Disclosed by Application No.: 78-004073
Granted: 11/1/1973
Expires: Indefinite

Water Right, including the terms and provisions thereof,
For: Lake
In Favor of: DNR
Disclosed by Application No.: 78-004074
Granted: 11/1/1973
Expires: Indefinite

Section P: Payments and Securities

P-010 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 the 'Payment for Forest Products' clause, the initial deposit will be immediately forfeited to the State, and will be offset against Purchaser's remaining balance due. Any excess initial deposit funds not needed to ensure full payment of the contract price, or not needed to complete any remaining obligations of the Purchaser existing after contract expiration, will be refunded to the Purchaser.

P-024  Payment for Forest Products

Purchaser agrees to weigh all loads and pay the following rate per ton for forest products conveyed:

DATA MISSING

Species that are conveyed but are not listed in the table above shall be paid for at a rate to be determined by the State.

P-027  Payment for Removal of Optional Forest Products

Purchaser agrees to weigh all loads and pay the rate of $2.00 per ton for forest products approved for removal from the sale area under clause H-157.

P-040  Weighing and Scaling Costs

Purchaser agrees to pay for all scaling and weighing costs for logs and other products sold under this contract. Purchaser also agrees to pay for all costs associated with the transmission and reporting of scale or weight data.

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-052  Payment Procedure

If a third party Log and Load Reporting Service (LLRS) is required by this contract the State will compute and forward to the Purchaser statements of charges provided for in the contract. Purchaser shall deliver payment to the Northeast region office on or before the date shown on the billing statement.

If a third party LLRS is not required by this contract, Purchaser shall pay for forest products removed on a monthly basis. Payments will be submitted to the office listed above on or before the fourteenth of the month following the month in which the timber was removed or, according to an alternate payment schedule as approved by the State with at least one payment each month for timber removed. The alternate payment schedule, once approved by the State, shall become part of this contract and may be changed only with written approval of the State.

Payment will be based on the contract rate multiplied by the tons (tonnage contracts) or volume (mbf contracts) removed during the month or payment period. Included with
the payment will be a summary report along with all related load tickets and the corresponding certified weight tickets for the payment period. The summary report will be generated using a computer spreadsheet and list the load tickets in ascending numerical order with the corresponding ticket number and weight or volume for each load.

P-070  Payment for Products: Damage, Theft, Loss, or Mismanufacture
Forest products included in this agreement which are destroyed, damaged, stolen, lost, or mismanufactured shall be paid for by Purchaser on demand of the State. The rates contained in clause P-024 shall apply.

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 $6,984.00. The Security provided shall guarantee performance of all provisions of this contract and payment of any damages caused by operations under this contract or resulting from Purchaser's noncompliance with any rule or law. Acceptable performance security may be in the form of a performance bond, irrevocable letter of credit, cash, savings or certificate of deposit account assignments, and must name the State as the obligee or beneficiary. A letter of credit must comply with Title 62A RCW, Article 5. Performance security must remain in full force over the duration of the contract length. Surety bonds issued shall conform to the issuance and rating requirements in clause G-150. The State shall retain the performance security pursuant to RCW 79.15.100. Purchaser shall not operate unless the performance security has been accepted by the State. If at any time the State decides that the security document or amount has become unsatisfactory, Purchaser agrees to suspend operations and, within 30 days of notification, to replace the security with one acceptable to the State or to supplement the amount of the existing security.

P-100  Performance Security Reduction
The State may reduce the performance security after an operating release has been issued if the State determines that adequate security exists for any remaining obligations of Purchaser.

Section L: Log Definitions and Accountability

L-060  Load Tickets
Purchaser shall complete and use load tickets as directed by the Contract Administrator and, if required, use other identification as directed by the State to ensure accounting of forest products removed from the sale area. A load ticket must be fixed, as designated by the Contract Administrator, to each truck and trailer load prior to leaving the landing.
Purchaser shall account for all load tickets issued by the Contract Administrator and return unused tickets at termination of the contract, or as otherwise required by the Contract Administrator. Unused tickets not returned shall be subject to liquidated damages per clause D-030.

The State may also treat load tickets either not accounted for or not returned as lost forest products per clause P-070. All costs associated with computing the billings for lost forest products shall be borne by Purchaser.

L-071 Log and Load Reporting Service

This contract requires the use of a State approved third party Log and Load Reporting Service (LLRS). Purchaser shall ensure log volume measurement data and/or load and weight data is received by the LLRS within 2 business day of logs being measured or weighed. Purchaser agrees to pay the LLRS for log and load data supplied to the State.

If during the term of this contract, the State discontinues use of the LLRS, the State will notify the Purchaser in writing and the Purchaser will then be responsible to send log scale and/or weight information to the State.

L-110 State Approval of Log Scaling and Weighing Locations

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

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

Section H: Harvesting Operations

H-017 Preventing Excessive Soil Disturbance

Operations may be suspended when soil rutting exceeds 10 inches as measured from the natural ground line. To reduce soil damage, the Contract Administrator may require water bars to be constructed, grass seed to be placed on exposed soils, or other mitigation measures. Suspended operations shall not resume unless approval to do so has been given, in writing, by the Contract Administrator.

H-025 Timing Requirements for Timber Removal

All logs must be removed within (does not apply) of being felled.
H-030  Timber Falling

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

H-040  Purchaser Harvest Plan

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

H-052  Branding and Painting

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

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

H-110  Stump Height

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

H-120  Harvesting Equipment

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

H-130  Hauling Schedule

The hauling of forest products will not be permitted on all roads from March 15 to June 1 unless authorized in writing by the Contract Administrator.

H-150  Required Removal of Forest Products

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

<table>
<thead>
<tr>
<th>Species</th>
<th>Net bd ft</th>
<th>Log length (ft)</th>
<th>Log dib</th>
</tr>
</thead>
<tbody>
<tr>
<td>PP non blue stain</td>
<td>12</td>
<td>16</td>
<td>4.6</td>
</tr>
<tr>
<td>All other species</td>
<td>12</td>
<td>16</td>
<td>4.6</td>
</tr>
</tbody>
</table>
The State may treat failure to remove forest products left on the sale area that meet the above specifications as a breach of this contract. At the State's option, forest products that meet the above specifications and are left on the sale area may be scaled for volume or measured and converted to weight by the State or a third party scaling organization and billed to Purchaser at the contract payment rate. All costs associated with scaling, measuring and computing the billing will be borne by the Purchaser.

H-157 Optional Removal of Forest Products Not Designated

If in the course of operations, Purchaser decides to remove forest products that are below the minimum designated removal specifications per the 'Required Removal of Forest Products' (H-150), the payment rates in clause P-027 shall apply.

Forest products designated as optional shall be decked separately from forest products designated as required for removal. Prior to removal from the sale area, optional forest products as described in this clause must be inspected and approved by the Contract Administrator. Optional forest products may not be mixed with forest products that are required for removal by this contract and shall be removed from the sale area in separate truck loads using load tickets specified by the Contract Administrator.

All material removed under this clause is subject to the same log and load accountability rules as defined in the Log Definitions and Accountability section of this contract. Purchaser shall follow the payment procedures as required in the P-052 clause and will submit a separate summary report for all forest products removed from the sale area under the authority of this clause.

H-160 Mismanufacture

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

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

H-180 Removal of Specialized Forest Products or Firewood

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

H-190 Completion of Settings

Operations begun on any setting of the sale area shall be completed before any operation begins on subsequent settings unless authorized in writing by the Contract Administrator.
H-210 Log Length Hauling Restrictions

The maximum log length hauled from the sale area shall not exceed 45 feet unless otherwise approved 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 10/11/2021 are hereby made a part of this contract.

C-050 Purchaser Road Maintenance and Repair


C-060 Designated Road Maintainer

If required by the State, Purchaser shall perform maintenance and replacement work as directed by the Contract Administrator on E382516A, E382413A, E372521A and E372504B roads. Purchaser shall furnish a statement in a form satisfactory to the State showing the costs incurred while performing this work. Costs shall be based on the rates set forth in the equipment rate schedule on file at the Region office or Engineering Division in Olympia. The State shall reimburse Purchaser for said costs within 30 days of receipt and approval of the statement.

Section S: Site Preparation and Protection

S-001 Emergency Response Plan

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

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

S-010 Fire Hazardous Conditions

Purchaser acknowledges that operations under this Contract may increase the risk of fire. Purchaser shall conduct all operations under this agreement following the requirements of WAC 332-24-005 and WAC 332-24-405 and further agrees to use the highest degree of care to prevent uncontrolled fires from starting.
In the event of an uncontrolled fire, Purchaser agrees to provide equipment and personnel working at the site to safely and effectively engage in first response fire suppression activity.

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

S-030  Landing Debris Clean Up

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

S-040  Noxious Weed Control

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

S-130  Hazardous Materials

a. Hazardous Materials and Waste - Regulatory Compliance

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

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

b. Hazardous Materials Spill Prevention

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

c. Hazardous Materials Spill Containment, Control and Cleanup

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

d. Hazardous Material Release Reporting

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

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

S-131 Refuse Disposal

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

Section D: Damages

D-010 Liquidated Damages

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

D-021 Failure to Remove Forest Products

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

\[ LD = 0.35V-ID-P+C+A \]

Where:

\[ LD = \text{Liquidated Damage value.} \]
\[ V = \text{The unremoved value at the date of breach of contract. The value is determined by subtracting the removal tonnage to date from the cruised tonnage multiplied by the contract bid rates.} \]
\[ ID = \text{Initial Deposit paid at date of contract that has not been applied to timber payments.} \]
\[ P = \text{Advance payments received but not yet applied to specific contract requirements.} \]
\[ C = \text{Charges assessed for contract requirements completed prior to breach of contract but not paid for.} \]
\[ A = \text{Administrative Fee = $2,500.00.} \]

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

Where:

\[ r = \text{daily equivalent of an annual interest at current interest rate as established by WAC 332-100-030.} \]
\[ LD = \text{Liquidated damage value.} \]
\[ N = \text{Number of days from date of breach to date payment is received.} \]

D-030 Inadequate Log Accountability

Removal of forest products from the sale area without adequate branding and/or valid load tickets attached to the load and scaling forest products in a location other than the facility approved by the State can result in substantial injury to the State. Failure to properly account for loads and scaling and/or weighing information can result in loss to the State. The potential loss from not having proper branding, ticketing, scaling and/or weighing location and accountability is not readily ascertainable. Purchaser's failure to perform results in a loss of log weight and scale accountability, increases the potential for unauthorized removal of forest products, and increases the State's administration costs, the actual costs of which are difficult to assess.
Enforcement actions for unauthorized removal of forest products for each improperly branded load, improperly ticketed load, lost or unaccounted for tickets, or use of a facility not authorized for this sale or improper submission of scaling data are impractical, expensive, time consuming and are not an adequate remedy. Therefore, Purchaser agrees to pay the State, as liquidated damages, a sum of $100 each time a load of logs does not have branding as required in the contract, $250 each time a load of logs does not have a load ticket as required by the contract, $250 each time a load ticket has not been filled out as required by the plan of operations, $250 each time a load is weighed or scaled at a location not approved as required under this contract, $250 each time a log ticket summary report is not submitted properly, and if a third party Log and Load Reporting Service is required, $250 each time scaling or weight data is not properly submitted to the Log and Load Reporting Service per clause L-071, and $250 each unused ticket that is not returned to the State, for any reason.

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 Ken McNamee

____________________________
Print Name Northeast Region Manager

Date: ________________  Date: _________________
Address:
CORPORATE ACKNOWLEDGEMENT
(Required for both LLC and Inc. Entities)

STATE OF ____________________________)  
COUNTY OF ____________________________)  

On this _____________ day of _______________________, 20___, before me personally appeared ________________________________________________  
__________________________________________________________________  

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

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

____________________________________  
Notary Public in and for the State of  
____________________________________

My appointment expires _____________
STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

BIG BOX SALVAGE TIMBER SALE ROAD PLAN
OKANOGAN COUNTY
HIGHLANDS DISTRICT
NORTHEAST REGION

AGREEMENT NO.: 102788
STAFF ENGINEER: MACKENZIE KARNSTEIN

DATE: 10-11-2021
DRAWN & COMPILED BY: MACKENZIE KARNSTEIN

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 use of the following roads is required for timber haul. Timber haul is restricted to the roads listed below. Use of roads not listed shall be approved by the Contract Administrator before use. The Purchaser assumes responsibility for any wear or damage that occurs as a result of timber haul on the listed roads, including damage to any existing structures. The Purchaser shall complete conditional post-haul repairs per Clause 1-8 REPAIR OR REPLACEMENT OF DAMAGED MATERIALS before the termination of this contract.

<table>
<thead>
<tr>
<th>Road</th>
<th>Stations</th>
<th>Total Stations</th>
</tr>
</thead>
<tbody>
<tr>
<td>E372504B</td>
<td>0+00 to 109+56</td>
<td>109.56</td>
</tr>
<tr>
<td>E372505D</td>
<td>0+00 to 161+84</td>
<td>161.84</td>
</tr>
<tr>
<td>E372505K</td>
<td>3+48 to 69+48</td>
<td>66.00</td>
</tr>
<tr>
<td>E372505L</td>
<td>0+00 to 34+53</td>
<td>34.53</td>
</tr>
<tr>
<td>E372505M</td>
<td>0+00 to 12+10</td>
<td>12.10</td>
</tr>
<tr>
<td>E372505N</td>
<td>0+00 to 1+67</td>
<td>1.67</td>
</tr>
<tr>
<td>E372521A</td>
<td>180+45 to 405+60</td>
<td>225.15</td>
</tr>
<tr>
<td>E382413A</td>
<td>0+00 to 104+11</td>
<td>104.11</td>
</tr>
<tr>
<td>E382413B</td>
<td>0+00 to 167+63</td>
<td>167.63</td>
</tr>
<tr>
<td>E382422E</td>
<td>0+00 to 15+34</td>
<td>15.34</td>
</tr>
<tr>
<td>E382426F</td>
<td>0+00 to 54+58</td>
<td>54.58</td>
</tr>
<tr>
<td>E382514E</td>
<td>105+57 to 107+21</td>
<td>1.68</td>
</tr>
<tr>
<td>E382515A</td>
<td>0+00 to 60+89 and</td>
<td>91.57</td>
</tr>
<tr>
<td></td>
<td>200+16 to 230+84</td>
<td></td>
</tr>
</tbody>
</table>
0-14 LANDING LOCATIONS
Purchaser shall haul decked timber from the listed designated landing locations. Purchaser shall not haul decked timber from any additional landing locations without written approval of the Contract Administrator.

<table>
<thead>
<tr>
<th>Road</th>
<th>Station</th>
</tr>
</thead>
<tbody>
<tr>
<td>E372504B</td>
<td>35+17</td>
</tr>
<tr>
<td>E372504B</td>
<td>42+38</td>
</tr>
<tr>
<td>E372504B</td>
<td>109+56</td>
</tr>
<tr>
<td>E372505D</td>
<td>46+31</td>
</tr>
<tr>
<td>E372505D</td>
<td>72+34</td>
</tr>
<tr>
<td>E372505D</td>
<td>120+29</td>
</tr>
<tr>
<td>E372505D</td>
<td>140+00</td>
</tr>
<tr>
<td>E372505D</td>
<td>161+84</td>
</tr>
<tr>
<td>E372505K</td>
<td>48+15</td>
</tr>
<tr>
<td>E372505L</td>
<td>34+53</td>
</tr>
<tr>
<td>E372505N</td>
<td>1+67</td>
</tr>
<tr>
<td>E372521A</td>
<td>249+50</td>
</tr>
<tr>
<td>E382413B</td>
<td>79+38</td>
</tr>
<tr>
<td>E382413B</td>
<td>90+67</td>
</tr>
<tr>
<td>E382413B</td>
<td>122+59</td>
</tr>
<tr>
<td>E382413B</td>
<td>167+63</td>
</tr>
<tr>
<td>E382422E</td>
<td>15+34</td>
</tr>
<tr>
<td>E382426F</td>
<td>54+58</td>
</tr>
<tr>
<td>E382514E</td>
<td>106+58</td>
</tr>
<tr>
<td>E382515A</td>
<td>9+55</td>
</tr>
<tr>
<td>E382515A</td>
<td>60+89</td>
</tr>
<tr>
<td>E382515A</td>
<td>228+68</td>
</tr>
<tr>
<td>E382516F</td>
<td>56+00</td>
</tr>
<tr>
<td>E382516F</td>
<td>71+53</td>
</tr>
<tr>
<td>E382516F</td>
<td>80+15</td>
</tr>
<tr>
<td>E382516F</td>
<td>130+34</td>
</tr>
<tr>
<td>E382534F</td>
<td>1+00</td>
</tr>
<tr>
<td>E382534G</td>
<td>2+52</td>
</tr>
</tbody>
</table>
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.

1-3 ROAD DIMENSIONS
Purchaser shall perform road work in accordance with the dimensions shown on the TYPICAL SECTION SHEET, provided by the Contract Administrator, and the specifications within this road plan, unless controlled by construction stakes or design data (plan, profile, and cross-sections).

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. These tolerances do not supersede clauses 1-6, 4-3, and 4-4.

<table>
<thead>
<tr>
<th>Tolerance Class</th>
<th>A</th>
<th>B</th>
<th>C</th>
</tr>
</thead>
<tbody>
<tr>
<td>Road and Subgrade Width (feet)</td>
<td>+1.5</td>
<td>+1.5</td>
<td>+2.0</td>
</tr>
<tr>
<td>Subgrade Elevation (feet +/-)</td>
<td>0.5</td>
<td>1.0</td>
<td>2.0</td>
</tr>
<tr>
<td>Centerline alignment (feet lt./rt.)</td>
<td>1.0</td>
<td>1.5</td>
<td>3.0</td>
</tr>
</tbody>
</table>
1-6  ORDER OF PRECEDENCE
Any conflict or inconsistency in the road plan will be resolved by giving the documents precedence in the following order:
1. Addenda.
2. 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.
7. Road Plan maps.

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

1-7  TEMPORARY ROAD CLOSURE
Purchaser shall notify the Contract Administrator a minimum of 5 calendar days before the closure of any road. Construction may not close any road for more than 21 calendar days.

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.

1-15  ROAD MARKING
Purchaser shall perform road work in accordance with the state’s marked location.

1-21  HAUL APPROVAL
Purchaser shall not use roads under this road plan for any hauling without written approval from the Contract Administrator.

1-22  WORK NOTIFICATIONS
Purchaser shall notify the Contract Administrator a minimum of 14 calendar days before work begins.
1-23 ROAD WORK PHASE APPROVAL
Purchaser shall obtain written approval from the Contract Administrator upon completion of each of the following phases of road work:

- Subgrade construction
- Drainage installation

1-25 ACTIVITY TIMING RESTRICTION
The operation of road construction equipment is not allowed on weekends or state recognized holidays, unless authorized in writing by the Contract Administrator.

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

<table>
<thead>
<tr>
<th>Road</th>
<th>Activity</th>
<th>Closure Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>All roads</td>
<td>Construction and/or transporation of heavy equipment</td>
<td>March 15 to June 1</td>
</tr>
</tbody>
</table>

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.

1-29 SEDIMENT RESTRICTION
Purchaser shall not allow silt-bearing runoff to enter any streams.
1-30  CLOSURE TO PREVENT DAMAGE
In accordance with Contract Clause G-220 STATE SUSPENDS OPERATION, the Contract Administrator will suspend road work or hauling right-of-way timber, forest products, or rock under the following conditions:

- Wheel track rutting exceeds 4 inches on jaw run/pit run roads.
- Wheel track rutting exceeds 4 inches on crushed rock roads.
- Wheel track rutting exceeds 4 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.

1-33  SNOW PLOWING RESTRICTION
Snowplowing will be allowed after the execution of a written SNOW PLOWING AGREEMENT to be prepared by the purchaser. The plan is subject to written approval by the Contract Administrator before any snow plowing operations. If damage occurs while plowing, further permission to plow may be revoked by the Contract Administrator.

SECTION 2 – MAINTENANCE

2-4  PASSAGE OF LIGHT VEHICLES
Any road surfaces damaged as a result of timber haul shall be repaired per Clause 1-8 REPAIR OR REPLACEMENT OF DAMAGED MATERIALS.

2-5  MAINTENANCE GRADING – EXISTING ROAD
Purchaser shall use a grader to shape road surfaces per Clause 1-8 REPAIR OR REPLACEMENT OF DAMAGED MATERIALS, before the completion of this contract. Purchaser shall accomplish all grading using a motor grader with a minimum of 175 horsepower.

2-6  CLEANING CULVERTS
Any culvert blocked as a result of logging operations shall be cleaned per Clause 1-8 REPAIR OR REPLACEMENT OF DAMAGED MATERIALS, before the completion of this contract. All culverts cleaned shall be subject to the written approval of the Contract Administrator. Culvert cleaning shall include both inlets and outlets.
2-7 CLEANING DITCHES, HEADWALLS, AND CATCH BASINS
Any ditch, headwall, or catchbasin blocked as a result of logging operations shall be cleaned per Clause 1-8 REPAIR OR REPLACEMENT OF DAMAGED MATERIALS, before the completion of this contract. All ditches, headwalls, and catchbasins cleaned shall be subject to the written approval of the Contract Administrator.

SECTION 3 – CLEARING, GRUBBING, AND DISPOSAL

3-20 ORGANIC DEBRIS DEFINITION
Organic debris is defined as all vegetative material not eligible for removal by Contract Clause G-010 PRODUCTS SOLD AND SALE AREA or G-011 RIGHT TO REMOVE FOREST PRODUCTS AND CONTRACT AREA, that is larger than one cubic foot in volume within the grubbing limits as shown on the TYPICAL SECTION SHEET.

3-21 DISPOSAL COMPLETION
Purchaser shall remove all organic debris from the road surface, ditchlines, and culvert inlets and outlets. Purchaser shall complete all disposal of organic debris, before the termination of this contract.

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

3-23 PROHIBITED DISPOSAL AREAS
Purchaser shall not place organic debris in the following areas:
- Within 50 feet of a cross drain culvert.
- Within 100 feet of a live stream, or wetland.
- On road subgrades, or excavation and embankment slopes.
- On slopes greater than 40%.
- Within the operational area for cable landings where debris may shift or roll.
- On locations where brush can fall into the ditch or onto the road surface.
- Against standing timber.

3-24 BURYING ORGANIC DEBRIS RESTRICTED
Purchaser shall not bury organic debris unless otherwise stated in this plan.

3-30 EXCLUSION OF DOZER BLADES
Dozer blades are not permitted for the piling of organic debris.
3-31 PILING
Organic debris shall be piled. Debris piles shall be made to be burnable, clean, tight, and free of rock or soil. Debris piles shall be made no closer than 20 feet from standing timber and no higher than 10 feet in areas specified in Clause 3-22 DESIGNATED WASTE AREA FOR ORGANIC DEBRIS, within the cleared right-of-way, or in natural openings, as designated by the Contract Administrator. Piles must be free of rock and soil.

3-32 END HAULING ORGANIC DEBRIS
On slopes greater than 45%, Purchaser shall end haul or push organic debris to the designated waste areas specified in Clause 3-22 DESIGNATED WASTE AREA FOR ORGANIC DEBRIS.

SECTION 4 – EXCAVATION

4-1 EXCAVATOR CONSTRUCTION
Purchaser shall use a track mounted hydraulic excavator for construction work, unless authorized in writing by the Contract Administrator.

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 5% in 100 feet.
- Maximum grade change for crest vertical curves is 4% 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:

<table>
<thead>
<tr>
<th>Material Type</th>
<th>Excavation Slope Ratio</th>
<th>Excavation Slope Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Common Earth (on side slopes up to 55%)</td>
<td>1:1</td>
<td>100</td>
</tr>
<tr>
<td>Common Earth (56% to 70% side slopes)</td>
<td>¾:1</td>
<td>133</td>
</tr>
<tr>
<td>Common Earth (on slopes over 70%)</td>
<td>½:1</td>
<td>200</td>
</tr>
<tr>
<td>Fractured or loose rock</td>
<td>½:1</td>
<td>200</td>
</tr>
<tr>
<td>Hardpan or solid rock</td>
<td>¼:1</td>
<td>400</td>
</tr>
</tbody>
</table>
4-6  **EMBANKMENT SLOPE RATIO**
Unless construction staked or designed, embankment slopes shall be constructed no steeper than shown on the following table:

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

4-7  **SHAPING CUT AND FILL SLOPE**
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.

4-14  **ONE-FOOT EXCAVATION LIMIT**
Where side slopes are 0% to 15%, the cut at centerline shall not exceed one foot unless approved by the Contract Administrator.

4-25  **DITCH CONSTRUCTION AND RECONSTRUCTION**
Purchaser shall construct or reconstruct ditches into the subgrade as specified on the TYPICAL SECTION SHEET. Excavated slopes shall be consistent with Clause 4-5 CUT SLOPE RATIO. Ditches must be constructed concurrently with construction of the subgrade.

4-27  **DITCH WORK – MATERIAL USE PROHIBITED**
Purchaser shall not pull ditch material across the rocked roads or mix in with the road surface. Excavated material must be scattered outside the grubbing limits where side slopes are less than 45%. On side slopes greater than 45%, excavated material must be end hauled to the location specified in Clause 4-37 WASTE AREA LOCATION.

4-28  **DITCH DRAINAGE**
Ditches must drain to cross-drain culverts or ditchouts. Ditches shall not drain into streams or stream culverts.

4-29  **DITCHOUTS**
The Purchaser shall construct ditch outs as directed by the Contract Administrator. Ditch outs shall be constructed in a manner that diverts ditch water onto the forest floor, and
prevents sediment delivery into streams. Ditch outs shall have excavation back slopes no steeper than a 1:1 ratio.

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

4-36 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 designated areas identified or approved by the Contract Administrator. The amount of material allowed in a waste area is at the discretion of the Contract Administrator.

4-38 PROHIBITED WASTE DISPOSAL AREAS
Purchaser shall not deposit waste material in the following areas, except as otherwise specified in this plan:

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

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. All grading shall be accomplished using a motor grader with a minimum of 175 horsepower.

4-56 DRY WEATHER SHAPING
At any time of year, the Contract Administrator may require the application of water to facilitate shaping activities. The method of water application is subject to written approval by the Contract Administrator.
4-60  **FILL COMPACTION**
All embankment and waste material shall be compacted. Minimum acceptable compaction is achieved by placing embankments in 1 foot or shallower lifts, and routing excavation equipment over the entire width of each lift. Except as otherwise specified in this plan, a vibratory plate compactor or tamper shall be used for areas specifically requiring keyed embankment construction, and for embankment segments too narrow to accommodate equipment. Compaction with a plate compactor shall be made by a minimum of three full coverages; each lift shall not exceed 6 inches in depth.

4-61  **SUBGRADE COMPACTION**
Purchaser shall compact constructed and reconstructed subgrades by routing equipment over the entire width except ditch. Purchaser shall obtain written approval from the Contract Administrator for subgrade compaction before rock application or timber haul.

4-62  **DRY WEATHER COMPACTION**
At any time of year, the Contract Administrator may require the application of water to facilitate compaction activities. The method of water application is subject to written approval by the Contract Administrator.

**SECTION 5 – DRAINAGE**

5-1  **REMOVAL OF SHOULDER BERMS**
Purchaser shall remove berms from road shoulders to permit the escape of runoff. The construction of ditchouts is required where ponding could result from the effects of sidecast debris.

5-5  **CULVERTS**
Per Clause 1-8 REPAIR OR REPLACEMENT OF DAMAGED MATERIALS, 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 location(s) and the minimum requirements for culvert length and diameter must be the same as the location(s) and specifications of the damaged culvert(s), or as directed by the Contract Administrator. Culvert, downspout, and flume lengths may be adjusted to fit as-built conditions and may not terminate directly on unprotected soil.

5-6  **CULVERT TYPE**
Purchaser shall install culverts made of new steel material in accordance with Clauses 10-15 through 10-24.
5-15 **CULVERT INSTALLATION**
Culvert installation must be in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL and the National Corrugated Metal Pipe Association’s "Installation Manual for Corrugated Steel Drainage Structures". Culverts 18 inch diameter and over shall be banded using lengths of no less than 10 feet, and no more than one length less than 16 feet. Shorter section of banded culvert shall be installed at the inlet end.

5-16 **APPROVAL FOR LARGER CULVERT INSTALLATION**
Purchaser shall obtain written approval from the Contract Administrator for the installation of culverts 30 inches in diameter and over before backfilling.

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

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

5-20 **ENERGY DISSIPATERS**
Purchaser shall install energy dissipaters at the inlets and outlets of new culvert installations to prevent erosion. Energy dissipater installation, including the amount of material, is subject to approval by the Contract Administrator. Rock used for energy dissipaters must be light loose rip rap. Placement must with a zero-drop-height only. No placement by end dumping or dropping of rock is allowed. Light loose rip rap shall meet the specifications in Clause 6-50 LIGHT LOOSE RIP RAP.

5-25 **CATCH BASINS**
Purchaser shall construct catch basins in accordance with CULVERT AND DRAINAGE SPECIFICATION DETAIL. Minimum dimensions of catch basins are 4 feet wide and 4 feet long with back slopes consistent with Clause 4-5 CUT SLOPE RATIO.
5-26 **HEADWALLS FOR CROSS DRAIN CULVERTS**

Purchaser shall construct headwalls in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL at all permanent cross drain culverts. Rock used for headwalls must meet the specifications for Light Loose Rip Rap. Rock must be placed on shoulders, slopes, and around culvert inlets and outlets. Minimum specifications require that rock be placed at a width of one culvert diameter on each side of the culvert opening, and to a height of one culvert diameter above the top of the culvert. Rock may not restrict the flow of water into culvert inlets or catch basins. Placement must be with a zero-drop-height only. No placement by end dumping or dropping of rock is allowed. Light loose rip rap shall meet the specifications in Clause 6-50 LIGHT LOOSE RIP RAP.

5-27 **ARMORING FOR STREAM CROSSING CULVERTS**

Purchaser shall place Light Loose Rip Rap in conjunction with or immediately following construction of the embankment. Rock must be placed on shoulders, slopes, and around culvert inlets and outlets as designated on Culvert and Drainage List and attached culvert design(s), or as directed by the Contract Administrator. Rock may not restrict the flow of water into culvert inlets or catch basins. Placement must be with a zero-drop-height only. No placement by end dumping or dropping of rock is allowed. Light loose rip rap shall meet the specifications in Clause 6-50 LIGHT LOOSE RIP RAP.

5-30 **DRIVABLE WATERBAR CONSTRUCTION**

Purchaser shall construct drivable waterbars in accordance with the DRIVABLE WATERBAR DETAIL.

5-31 **ROLLING DIP CONSTRUCTION**

Purchaser shall construct rolling dips in accordance with the ROLLING DIP DETAIL. Rolling dips must be installed concurrently with construction of the subgrade and must be maintained in an operable condition. Minimum frequency of rolling dips shall be at a maximum spacing of 400 feet horizontal or one for every 10 feet of vertical change.

5-33 **NATIVE SURFACE ROADS**

If overwintered, native surface roads must be waterbarred by November 1. Purchaser shall construct waterbars according to the attached DRIVABLE WATERBAR DETAIL at a maximum spacing that will produce a vertical distance of no more than 10 feet between waterbars or between natural drainage paths, and with a maximum spacing of 300 feet.
SECTION 6 – ROCK AND SURFACING

6-2 **ROCK SOURCE ON STATE LAND**

Purchaser shall obtain written approval from the Contract Administrator for the use of a rock source on state lands. Rock material used must be in accordance with the quantities shown on the ROCK LIST, provided by the Contract Administrator. Purchaser shall notify the Contract Administrator a minimum of 5 calendar days before starting any rock processing operations on state lands.

6-3 **ROCK SOURCE STATE LAND, EXISTING STOCKPILE**

Stockpiles on state land may not be used to achieve the quantities on the ROCK LIST without prior written approval from the Contract Administrator.

6-5 **ROCK FROM COMMERCIAL SOURCE**

Rock used 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.

6-11 **ROCK SOURCE DEVELOPMENT PLAN BY PURCHASER**

The Contractor shall submit a rock source development plan to the Contract Administrator. The plan must be approved before the use of rock from State Land. Upon completion of operations, the rock source shall be left in the condition specified in the ROCK SOURCE DEVELOPMENT PLAN, and approved in writing by the Contract Administrator. The Purchaser shall notify the Contract Administrator a minimum of 5 calendar days before starting any operations in the rock source.

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

- Rock source location.
- Rock source overview showing access roads, development areas, stockpile locations, waste areas, and floor drainage.
- Rock source profiles showing development areas, bench locations including widths, and wall faces including heights.
- Rock source reclamation plan describing how the area will be left in a condition that will ensure public safety and minimize environmental impacts.
6-12 **ROCK SOURCE SPECIFICATIONS**

Rock sources must be in accordance with the following specifications:

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

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

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

6-21 **IN-PLACE PROCESSING**

Purchaser may use in-place processing, such as a grid roller or other method, if suitable crushing can be demonstrated to meet the surfacing size restrictions. The use of in-place processing methods is subject to written approval by the Contract Administrator.

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 retained on each specification sieve sized 1/4-inch and above, if that sieve retains more than 5% of the total sample.

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. The exact point of evaluation for conformance to specifications will be determined by the Contract Administrator.

6-30 2-INCH MINUS CRUSHED ROCK

<table>
<thead>
<tr>
<th>% Passing 2” square sieve</th>
<th>100%</th>
</tr>
</thead>
<tbody>
<tr>
<td>% Passing 1” square sieve</td>
<td>50 - 85%</td>
</tr>
<tr>
<td>% Passing U.S. #4 sieve</td>
<td>30 - 50%</td>
</tr>
<tr>
<td>% Passing U.S. #40 sieve</td>
<td>16% maximum</td>
</tr>
<tr>
<td>% Passing U.S. #200 sieve</td>
<td>5% maximum</td>
</tr>
</tbody>
</table>

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

6-41 PIT RUN ROCK

No more than 50 percent of the rock may be larger than 8 inches in any dimension and no rock may be larger than 12 inches in any dimension. Pit Run rock may not contain trash and may not contain more than 5 percent by weight of organic debris and dirt. Rock may require processing to meet this specification.

6-50 LIGHT LOOSE RIP RAP

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

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Approximate Size Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>20% to 90%</td>
<td>500 lbs. to 1 ton (18” - 28”)</td>
</tr>
<tr>
<td>15% to 80%</td>
<td>50 lbs. to 500 lbs. (8” - 18”)</td>
</tr>
<tr>
<td>10% to 20%</td>
<td>3 inch to 50 lbs. (3” - 8”)</td>
</tr>
</tbody>
</table>

6-55 ROCK APPLICATION MEASURED BY COMPACTED DEPTH

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

6-70 APPROVAL BEFORE ROCK APPLICATION

Purchaser shall obtain written approval from the Contract Administrator before rock application.
6-71 ROCK APPLICATION
Purchaser shall apply rock for post-haul repair 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.

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.

6-80 WATERING FOR DUST ABATEMENT
Purchaser shall use water for dust abatement.

SECTION 7 – STRUCTURES

7-4 STRUCTURE DEBRIS
Purchaser shall not allow debris from the installation or removal of structures to enter any stream. Components removed from existing structures(s) must be removed from state land. Purchaser shall maintain a clean jobsite, with all materials stored away from the high water mark or other area presenting a risk of the materials entering a stream. Debris entering any stream must be removed immediately, and placed in the site(s) designated for stockpiling or disposal. Purchaser shall retrieve all material carried downstream from the jobsite.

7-6 STREAM CROSSING INSTALLATION
Purchaser shall install stream crossing structures in accordance with the manufacturer's requirements.

7-7 BANK PROTECTION FOR STREAM CROSSING STRUCTURES
Purchaser must construct bank protection in accordance with the stream crossing, design, specifications, and details.

7-57 CULVERT SHAPE CONTROL
Purchaser shall monitor the culvert shape during backfill and compaction. Special attention must be paid to maintaining the structure's rise dimensions, concentricity, and smooth uniform curvature. If compaction methods are resulting in peaking or deflection of the culvert, Purchaser shall modify the compaction method to achieve the appropriate end result.
7-70 GATE CLOSURE
On the following road(s), Purchaser shall keep gates closed and locked except during periods of haul. All gates that remain open during haul must be locked or securely fastened in the open position. All gates must be closed at termination of use.

<table>
<thead>
<tr>
<th>Road</th>
<th>Station</th>
</tr>
</thead>
<tbody>
<tr>
<td>E372505D</td>
<td>126+48</td>
</tr>
<tr>
<td>E372505K</td>
<td>68+00</td>
</tr>
<tr>
<td>E382413B</td>
<td>0+69</td>
</tr>
<tr>
<td>E382516F</td>
<td>44+52</td>
</tr>
</tbody>
</table>

SECTION 9 – POST-HAUL ROAD WORK

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

9-10 LANDING DRAINAGE
Purchaser shall provide for drainage of the landing surface, to the approval, in writing, of the Contract Administrator.

9-11 LANDING EMBANKMENT
Purchaser shall slope landing embankments to the original construction specifications.

SECTION 10 MATERIALS

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

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

Unless otherwise stated in the engineer’s design, metal culverts must conform to the following specifications for gage and corrugation as a function of diameter.

<table>
<thead>
<tr>
<th>Diameter</th>
<th>Gauge</th>
<th>Corrugation</th>
</tr>
</thead>
<tbody>
<tr>
<td>18&quot;-36&quot;</td>
<td>16 (0.064&quot;)</td>
<td>2 2/3&quot; X 1/2&quot;</td>
</tr>
<tr>
<td>48&quot;</td>
<td>14 (0.079&quot;)</td>
<td>2 2/3&quot; X 1/2&quot;</td>
</tr>
<tr>
<td>54&quot; to 96&quot;</td>
<td>12 (0.109&quot;)</td>
<td>3&quot; X 1&quot;</td>
</tr>
</tbody>
</table>
FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS

Cuts and Fills

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

Surface

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

Drainage

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

Structures

- Repair culverts, bridges, gates, fences, cattle guards, signs, and other road structures as required because of purchaser use. Repairs shall be subject to Contract Administrator’s approval.
FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS

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.

- Do not undercut backslope

- Keep clear of obstructions

- No berms except as directed

- Add stable material or flume

- Keep ditches open and free of debris to ensure water drainage away from road.
CULVERT AND DRAINAGE SPECIFICATIONS DETAIL - D1

FLUME
Use where ground conditions are uniform, providing for stability of flume.

- Bolted 5/8" bolts with 2 washers
- Support

HEADCORES
Headwall to be constructed of material that will resist erosion.

- Subgrade
- Culvert
- Ditch

CULVERT BACKFILL & BASE PREPARATION
(For Culverts Less Than 36’)

<table>
<thead>
<tr>
<th>Minimum Cover</th>
<th>Minimum Bed Depth</th>
<th>Min. Trench Width</th>
<th>Nominal Diameter</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>B</td>
<td>C</td>
<td>D</td>
</tr>
<tr>
<td>12&quot;</td>
<td>6’</td>
<td>36'</td>
<td>18'</td>
</tr>
<tr>
<td>12'</td>
<td>6’</td>
<td>42'</td>
<td>24'</td>
</tr>
<tr>
<td>12&quot;</td>
<td>6’</td>
<td>48'</td>
<td>30'</td>
</tr>
<tr>
<td>12'</td>
<td>6’</td>
<td>54'</td>
<td>36'</td>
</tr>
</tbody>
</table>

DOWNSPOUT
Use where ground conditions are irregular.

- Subgrade
- Fill
- Elbow

BEDDING MATERIAL:
Use granular material - 3’ minus. Large rocks shall be replaced with suitable material. Materials of poor or non-uniform bearing capacity shall be removed and replaced with suitable fill.

- Support at 10’ intervals

DISSIPATOR SPEC’S
Size in Culvert Diameters

| Area | 2 x 2 |
| Depth | 1     |
| Aggregate | 1/3   |

ROAD SURFACE

- Level
- Side Hill
1. Waterbar construction for forest roads with little or no traffic.
2. Specifications are average and may be adjusted to conditions.
3. Bottom of waterbar must be outsloped to ensure proper drainage.
4. Rock outlet if steep fill slope is present.
STANDARD 45° ROLLING DIP

PLAN OF ROLLING DIP

CUT BANK

FILL SLOPE

ROLLING DIP DEMENSIONS

<table>
<thead>
<tr>
<th>Widths of 10' through 14'</th>
<th>G</th>
<th>H</th>
<th>I</th>
<th>J</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dimension</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grade ≤ 4%</td>
<td>38'</td>
<td>45'</td>
<td>9%</td>
<td>8%</td>
</tr>
<tr>
<td>Grade = 6%</td>
<td>48'</td>
<td>55'</td>
<td>11%</td>
<td>11%</td>
</tr>
<tr>
<td>Grade = 8%</td>
<td>58'</td>
<td>65'</td>
<td>14%</td>
<td>14%</td>
</tr>
</tbody>
</table>

Erica Kemp 05/2008