**CH Harvester Contract has been changed as follows:**

<table>
<thead>
<tr>
<th>Date</th>
<th>Initials</th>
<th>Brief Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>9/10/2019</td>
<td>kw</td>
<td>As a result of no harvester bids received on 09/04/19, a second offering of the harvester contract is scheduled with a bid opening of 09/16/19. The auction date for the purchaser sorts has been changed to 09/26/19.</td>
</tr>
</tbody>
</table>
STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

REQUEST FOR QUOTE
RFQ NO. 30-099137

PROJECT TITLE: NI3 SORTS

QUOTE DUE DATE: September 16, 2019 10:00 AM

EXPECTED TIME PERIOD FOR CONTRACT: September 30, 2019 to December 31, 2019

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

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SECTION 1  INTRODUCTION

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

Defined in the Harvesting Services Contract. The selected harvester will be expected to access, cut, yard, load and haul logs from the NI3 SORTS CH Timber Sale to specified delivery points.

1.02  Purpose and Background
This Request for Quotes seeks responses from harvesters, logging firms, operators of logging equipment or any firms, businesses or individuals who have been pre-qualified for DNR’s harvester bidding pool and are interested in contract harvesting approximately 406 MBF of timber in 1 unit(s) for the Department of Natural Resources in the Pacific Cascade Region Office.

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

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

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

1.04  Contract Term
The period of performance of the Harvesting Service Contract resulting from this Request for Quotes (RFQ) and subsequent bidding process is tentatively scheduled for September 30, 2019 to December 31, 2019. Any amendments extending the period of performance shall be at DNR’s sole discretion.

1.05  Payment for Work
The State shall make payments to the Contractor for services required and approved including log hauling and road work calculated according to the terms in the harvesting services contract. The Contractor is responsible for independently negotiating, procuring and paying for all services provided.
Depending on the project bid structure defined in section 2.06 ‘Contract Harvesting Services Quote Format’ of this RFQ, payment will be calculated using:

- And an OBT rate of $0.00 per Ton for sort 1 and $12.00 per Ton for sorts 2 and 3 harvested and delivered.

- Utility volume scaled in mbf sorts will be determined on an adjusted gross scale basis and paid for at an OBT rate of $12.00 per mbf.

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

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

Base Rate = $2.35

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

The Fuel Index Factor will be adjusted quarterly by the State based upon the U.S. Energy Information Administration’s Weekly Retail On-Highway Diesel prices for the West Coast region posted at [http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp](http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp) using the following formula;

\[
\text{Fuel Index Factor} = 1 + \frac{Q(x) - Q(\text{base})}{Q(\text{base})}
\]

Where;
- \(Q(\text{base})\) = Average fuel price for quarter preceding harvesting services contract bid opening.
- \(Q(x)\) = Average fuel price for quarter preceding log deliveries.

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

**Hauling Rate Example:**
- **Base Rate = $2.35**
- **C miles = 10**
- **A miles = 100**
Fuel Index Factor = 1.000

Mileage Rate = (($0.16 \times 10) + ($0.11 \times 100)) \times (1.000) = $12.60

Contractor’s hauling bid factor = 1.100

Hauling Services Payment Rate per Ton

= (Base Rate + Mileage Rate) \times (Contractor’s hauling bid factor)
= ($2.35 + $12.60) \times 1.100
= $16.45

For sorts bid on an mbf basis tonnage will be calculated using the State’s conversion rate unless actual tonnage is available and approved for use. For tonnage based sorts, actual tonnage shall apply.

- With prior approval by the State and toll/ferry receipt provided, reimbursement of toll/ferry costs incurred for transporting logs.
- Payment amounts for fixed-rate road construction elements are based upon the rates established by the State and listed in the Harvesting Services Contract. When applicable, payment amounts for biddable road construction elements will be in accordance with the rates listed in Contractor’s road cost proposal provided as an attachment to the official bid form.

1.06 RFQ Definitions

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

Contractor - Individual or company selected to harvest and haul logs for the State. Contractor may also be required to perform roadwork or other services as required in the Harvesting Services Contract and Road Plan.

DNR - The State of Washington, Department of Natural Resources.

Eligible Bidder - Candidate Harvester who’s Statement of Qualifications has scored a predetermined minimum point total (as determined by the DNR). Only eligible bidders are requested to submit a bid for the work outlined in the Harvesting Services Contract.

Harvesting Services Contract - the agreement between the State and a Contractor that defines the work to be done by the Contractor. The Contractor and the State sign this contract after the timber sale auction where the Purchaser’s of the log sorts has been determined.

Purchaser - Person or Company that has purchased logs to be delivered by the Contractor of a Contract Harvesting Sale. A Contract Harvesting sale usually has numerous Purchasers.

Quote – Official bid form submitted by Eligible Bidders. A complete Quote consists of the bid rate for delivered logs, the bid rates for hauling services, and a completed ‘Statement of Available Resources and Work Plan’.
Request for Quotes (RFQ) - A formal procurement process used to solicit bids from pre-qualified firms for the right to perform the work defined in the RFQ.

Request for Statement of Qualifications (RFSOQ) - A formal procurement process used to pre-qualify firms for inclusion in the DNR’s Contract Harvesting Services Eligible Bidder Pool.

Request for Quotes Coordinator - DNR employee who oversees the Contractor Selection Process and serves as the main point of contact between the DNR and Candidate Harvesters. The Coordinator may delegate some of the duties, but is responsible for ensuring the process is properly followed and documented.

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

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

SECTION 2 GENERAL INFORMATION FOR HARVESTERS

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

<table>
<thead>
<tr>
<th>RFQ Coordinator</th>
<th>Marcus Johns</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>PO Box 280</td>
</tr>
<tr>
<td>City, State, Zip Code</td>
<td>Castle Rock, WA 98611</td>
</tr>
<tr>
<td>Phone Number</td>
<td>(360)577-2025</td>
</tr>
<tr>
<td>Fax Number</td>
<td>(360)274-4196</td>
</tr>
<tr>
<td>E-Mail Address</td>
<td><a href="mailto:marcus.johns@dnr.wa.gov">marcus.johns@dnr.wa.gov</a></td>
</tr>
</tbody>
</table>

2.02 Estimated Project Schedule
As defined in the Project Schedule (See Exhibit A)
The DNR reserves the right to revise this schedule.
2.03 Pre-Quote Candidate Harvester Questions
Candidate Harvesters may mail, FAX, or email questions about the RFQ to the RFQ Coordinator. The RFQ Coordinator will accept questions until August 28, 2019 at 10:00 AM. Questions received after this date and time will not be answered unless the RFQ Coordinator decides that it is in the DNR’s best interests to answer them. A copy of the question(s) received, along with the DNR’s official answer(s), will be mailed, faxed, or emailed to each Candidate Harvester who received a copy of the RFQ. This copy will become an addendum to the RFQ. The DNR shall be bound only by written answers to questions. Oral responses given on the telephone will be considered unofficial.

2.04 Submitting a Quote
Candidate Harvesters must submit ONE copy of the official Harvesting Services Contract Sealed Bid Form including a ‘Statement of Available Resources and Work Plan’ with original signatures. The Quote, whether mailed, hand delivered, or faxed must arrive at the DNR no later than 10:00 AM, local time, on September 16, 2019.

The Quote is to be sent to the RFQ Coordinator at the address listed in Item 2.01 above. The envelope should be clearly marked “Attention RFQ Coordinator, Contract Harvesting Services Quote Enclosed, Do Not Open Until September 16, 2019.”

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

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

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

DNR will charge for copying and shipping, as permitted by RCW 42.56.120. No fee shall be charged for inspection of contract files. Twenty-four (24) hours notice to the RFQ Coordinator is required. All requests for information should be directed to the Coordinator.
2.06 Contract Harvesting Services Quote Format
For a responsive bid, the following bid elements are required to be submitted on or attached to an official DNR Harvesting Services bid form;

<table>
<thead>
<tr>
<th>OBT harvesting rate per Ton</th>
<th>Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hauling services bid factor (formatted to 3 decimals i.e. #.####)</td>
<td>Required</td>
</tr>
<tr>
<td>Responsible Bidder Criteria – Wage Law Compliance</td>
<td>Required</td>
</tr>
<tr>
<td>Road construction cost proposal</td>
<td>Required</td>
</tr>
<tr>
<td>Statement of Available Resources and Work Plan</td>
<td>Required</td>
</tr>
<tr>
<td>All attachments incorporated by reference</td>
<td>Required</td>
</tr>
</tbody>
</table>

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

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

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

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

SECTION 3 PROJECT SCOPE OF WORK

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

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

The Harvester Bid Factor may be adjusted to a minimum of 0.750 to a maximum of 1.25. This will adjust the overall road costs for the project. Similar to the Haul Bid Factor.
Enhancement Area:
Products not for Sale: All timber as described in the Schedule A shall be felled and/or girdled bound by the following: pink flagging, the C-1110 and C1121 roads in Unit 2; pink flagging, property line, and the D-1005 road in Unit 3; pink flagging and property line in Unit 4 meeting the specifications described in Schedule A on 116 acres. Habitat Enhancement treatments in Units 2, 3, and 4 are subject to NI13 project funding. Actual acres that get treated may be reduced. Contract Administrator may discontinue the treatment at any time. This project will require the harvest and delivery of a large amount of timber in a relatively short operating window. It is imperative that the successful harvester has the ability and resources available to complete this project within the anticipated work schedule as described in section 1.04 of this RFQ.

SECTION 4 QUOTE EVALUATION

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

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

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

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

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

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

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

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

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

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

4.09 Challenges to the Apparent Successful Bidder
a. An unsuccessful bidder may appeal the bid award if they believe the process used to
   award the contract was not conducted properly. Please include the reasons why you
   believe the contract should not be awarded to the successful bidder.
b. The DNR Region Manager must receive the appeal; in writing no later than 5 days from the date the letter was sent by fax or mail to the bidder notifying them that they were unsuccessful.

The Region Manager shall issue a written decision within 10 days of receipt of the appeal and cite the reasons for approving or disapproving the appeal.

c. If the appellate is not satisfied with the decision of the Region Manager, the appellant may further appeal to the Deputy Supervisor-Uplands within 5 calendar days from the issuance of the Region Manager’s written decision. The Deputy Supervisor-Uplands shall consider all information provided and issue a final decision in writing, citing reasons to approve or disapprove the appellant’s appeal.

SECTION 5   RFQ EXHIBITS

Exhibit A Estimated Harvest Project Schedule
Exhibit B Draft Harvesting Services Contract
Exhibit C Road Plan
Exhibit D Timber Sale Map
Exhibit E Harvesting Services Contract Sealed Bid Form
Exhibit F Wage Law Compliance Form
TIMBER NOTICE OF SALE

SALE NAME: NI3 SORTS
AGREEMENT NO: 30-99138 - 30-99140

AUCTION: September 26, 2019 starting at 10:00 a.m.
COUNTY: Pacific
Pacific Cascade Region Office, Castle Rock, WA

SALE LOCATION: Sale located approximately 10 miles south of South Bend and 10 miles east of West Port

PRODUCTS SOLD AND SALE AREA: All timber, except leave trees bounded by yellow “Leave Tree Area” tag, trees marked with a double band of blue paint, and trees marked with a band of orange paint, as described in Schedule A bounded by the following: white “Timber Sale Boundary” tags and pink flagging, Gaps bounded by blue flagging, 1 gap of heavily stocked WH bounded by blue ”Special Management Area” tags, and pink flagging in Unit 1 meeting the specifications described below; on parts of Sections 9, and 10 all in Township 13 North, Range 10 West W.M., containing 40 acres, more or less.

MINIMUM BID AND ESTIMATED LOG VOLUMES:

<table>
<thead>
<tr>
<th>Agreement #</th>
<th>Sort #</th>
<th>Species and Sort Specifications</th>
<th>Average Log Length</th>
<th>Estimated Volume</th>
<th>Tons Per MBF</th>
<th>Minimum Bid Delivered Prices</th>
<th>Total Appraised Value</th>
<th>Bid Deposit</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Mbf Tons</td>
<td>$/mbf $/Ton</td>
<td></td>
<td></td>
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<tr>
<td>99138</td>
<td>1</td>
<td>DF/SS/WH 5&quot;+ dib</td>
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<td>278 1946</td>
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<td>406 3577</td>
<td></td>
<td></td>
<td>$146,230.00</td>
<td></td>
</tr>
</tbody>
</table>

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

BID METHOD: Sealed Bids
UNIT OF MEASURE: Tonnage Scale

EXPIRATION DATE: November 30, 2019
ALLOCATION: Export Restricted

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

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

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

Harvest Cost = $0.00 per Ton for sort 1 and $12.00 per Ton for sorts 2 and 3.

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

Base Rate = $2.35 per ton

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

ARRF does not apply.

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

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

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

Enhancement Area:

Products not for Sale: All timber as described in the Schedule A shall be felled and/or girdled bound by the following: pink flagging, the C-1110 and C1121 roads in Unit 2; pink flagging, property line, and the D-1005 road in Unit 3; pink flagging and property line in Unit 4 meeting the specifications described below; located on 116 acres on parts of Sections 10, 11, 14, and 15 all in Township 13 North, Range 10 West W.M., Section 25 in Township 16 North, Range 11 West W.M. of Grays Harbor, and Pacific County as shown on the attached timber sale map. Enhancement treatments in Units 2, 3, and 4 is subject to NI3 project funding. No timber is to be sold from Units 2, 3, and 4. Actual acres that get treated may be reduced. Contract Administrator may discontinue the treatment at any time. Marbled Murrelet timing restrictions, no activities allowed other than haul, are from one hour before to two hours after official sunrise and one hour before to one hour after official sunset will be observed during the marbled murrelet critical nesting season, which is April 1 through August 31 in the southeast portion of Unit 1 and the northwest portion of Unit 2.

For more information regarding this log sort sale visit our website: http://www.dnr.wa.gov/programs-and-services/product-sales-and-leasing/timber-sales/timber-auction-packets. If you have questions call Jon Hill at the Pacific Cascade Region Office at (360)577-2025 or Steve Tietzel at the Product Sales and Leasing Division Office in Olympia at (360)902-1741.
DRIVING DIRECTIONS:

Unit 1 - From US 101 (milepost 43.5), turn west onto the A-110 (gate); arrive at unit

Unit 2 - From US 101 (milepost 42.8), turn east onto South Bend Palix Road for 1.7 miles
  Turn left onto the C-Line and travel 0.6 miles
  Unit 2B - Turn left onto the C-1120 and travel 0.4 miles to unit
  Unit 2A - Continue on the C-Line for 0.7 miles
  Turn left onto the C-1110 and travel 0.5 miles to unit

Unit 3 and 4 - From SR 105 (milepost 37), turn east onto Jones River Road for 1.8 miles
  Turn right onto the WY-9000 and travel for 2.2 miles
  Turn right onto the D-1000 and travel for 0.4 miles to the D-1001 and Unit 4
  Continue on the D-1000 for 0.3 miles to Unit 3

Prepared By: sbus490  Modification Date: 8/5/2019
DRIVING DIRECTIONS:

Unit 1 - From US 101 (milepost 43.5), turn west onto the A-110 (gate); arrive at unit
Unit 2 - From US 101 (milepost 42.8), turn east onto South Bend Palix Road for 1.7 miles
  Turn left onto the C-Line and travel 0.6 miles
Unit 2B - Turn left onto the C-1120 and travel 0.4 miles to unit
Unit 2A - Continue on the C-Line for 0.7 miles
  Turn left onto the C-1110 and travel 0.5 miles to unit
Unit 3 and 4 - From SR 105 (milepost 37), turn east onto Jones River Road for 1.8 miles
  Turn right onto the WY-9000 and travel for 2.2 miles
  Turn right onto the D-1000 and travel for 0.4 miles to the D-1001 and Unit 4
  Continue on the D-1000 for 0.3 miles to Unit 3
STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

HARVESTING SERVICES CONTRACT

AGREEMENT NO. 30-099137

SALE NAME: NI3 SORTS

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

Section G: General Terms

G-001.1 Definitions

The following definitions apply throughout this contract;

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

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

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

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

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

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

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

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

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

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

G-015.1 Harvest Area and Location

Contractor shall harvest and deliver, All timber, except leave trees bounded by yellow “Leave Tree Area” tag, trees marked with a double band of blue paint, and trees marked with a band of orange paint, as described in Schedule A bounded by the following: white “Timber Sale Boundary” tags and pink flagging, Gaps bounded by blue flagging, 1 gap of heavily stocked WH bounded by blue "Special Management Area" tags, and pink flagging in Unit 1 located on approximately 40 acres on part(s) of Sections 9, and 10 all in Township 13 North, Range 10 West W.M. of Pacific County as shown on the attached timber sale map.

G-020.1 Inspection by Contractor

Contractor hereby warrants to the State that they have had an opportunity to fully inspect the sale area and the forest products to be harvested. Contractor further warrants to the State that they enter this contract based solely upon their own judgment of the harvest and road work, and condition of the forest products, formed after their own examination and inspection of both the timber sale area and the forest products to be harvested. Contractor also warrants to the State that they enter this contract without any reliance upon the volume estimates, acreage estimates, appraisals, pre-bid documentation, or any other representations by the State.
G-022.1 Sorting Specifications

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

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

<table>
<thead>
<tr>
<th>Agreement No.</th>
<th>Sort #</th>
<th>Species Diameter</th>
<th>Scaling Rule</th>
<th>Preferred Log Lengths</th>
<th>Destination</th>
<th>A Miles</th>
<th>C Miles</th>
</tr>
</thead>
<tbody>
<tr>
<td>99138</td>
<td>1</td>
<td>DF/SS/WH 5&quot;+ dib</td>
<td>WS</td>
<td></td>
<td></td>
<td></td>
<td>.25</td>
</tr>
<tr>
<td>99139</td>
<td>2</td>
<td>RA Pulp 2&quot;+ dib</td>
<td>WS</td>
<td></td>
<td></td>
<td></td>
<td>.25</td>
</tr>
<tr>
<td>99140</td>
<td>3</td>
<td>Conifer Pulp 2&quot;+ dib</td>
<td>WS</td>
<td></td>
<td></td>
<td></td>
<td>.25</td>
</tr>
</tbody>
</table>

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

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

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

G-024.1 Manufacturing Standards

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

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

a. Sweep will be limited to within the bole of the log as measured using a tape stretched between the centers of each end of the log.
b. Limbs and knots shall be cut flush, with no more than 15 percent of a log having limbs or knots over 2 inches in diameter extending more than 2 inches above the surface of the log.

c. Logs in peeler sorts shall be chuckable with no more than a 2 inch diameter area of rot within a 5 inch diameter circle located at the center of either end of the log.

### G-025 Schedules

The following attached schedules are hereby incorporated by reference:

<table>
<thead>
<tr>
<th>Schedule</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Stand Enhancement Prescriptions</td>
</tr>
<tr>
<td>M</td>
<td>Additional Road Maintenance Rates</td>
</tr>
</tbody>
</table>

### G-027.1 Log Delivery Schedule and Conditions

a. Contractor shall deliver logs to Purchaser’s designated delivery location beginning no later than October 7, 2019 and completed by November 30, 2019. Failure to begin deliveries by the specified date may result in the State imposing damages per clause D-022.1 unless an alternate start date is agreed upon by the State and Contractor. If a log delivery location is changed during this contract, the Contract Administrator shall notify the Contractor. Once notified, the Contractor shall deliver logs to the new location.

b. The Contractor may deliver logs to the Purchaser’s delivery location during the Purchaser’s working hours, or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except, scheduled closures and legal holidays for the contract term as described in clause G-030.1, unless permission to do otherwise is agreed upon by the State.

c. The Contractor agrees to deliver said logs on conventional or self-loading logging trucks, properly and legally loaded, bound, branded, and ticketed. Logs in loads shall not be double-ended unless approved in writing by the Contract Administrator. It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the Contractor to make the load conform to legal requirements for hauling.

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

<table>
<thead>
<tr>
<th>Sort(s)</th>
<th>Maximum No. Loads/day</th>
</tr>
</thead>
<tbody>
<tr>
<td>1,2,3</td>
<td>10</td>
</tr>
</tbody>
</table>

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

G-030.1 Contract Term and Expiration Dates
To ensure the timely completion of activities under this contract, all activities required under this contract are to be completed between the starting date of September 16, 2019 and the expiration date of December 31, 2019.

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

G-033.1 Notification of Operations
Contractor shall provide the State with five days advance written notice to the Contract Administrator of its intent to commence or cease any and all operations under this contact. The commencement or cessation of operations must be approved by the Contract Administrator. Failure to comply will be considered a breach.

G-040.1 Contract Term Adjustment
A Contract Term Adjustment may be considered based on actual time lost through unforeseeable causes beyond the control and without fault or negligence of the Contractor, including, but not restricted to, acts of the State, closures by government regulatory agencies, mill closures, fires, vandals, and unusually severe weather conditions, provided that the Contractor shall, within seven (7) calendar days of the initiation of such delay, notify the State, in writing, of the cause of delay, upon which notification the State shall ascertain the facts and extent of the delay and notify the Contractor in writing of its decision regarding contract adjustment.

G-050.1 Contract Term Extension
An extension of operating authority time may be granted at the discretion of the State upon written request thirty (30) days prior to the termination date and upon the terms and conditions as specified by the State. Contract extensions may not exceed thirty (30) days unless otherwise agreed to by State and Contractor. Extension requests within the last thirty (30) days of the contract may be considered if the extension would be in the best interest of the State. The extension, if granted, will be contingent upon the
payment of an extension fee to the State, by the Contractor, in the amount of $100.00 per day of extension.

G-054.1 Early Contract Termination

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

G-060.1 Exclusion of Warranties

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

a. The CONDITION of the site or forest products. Any descriptions of the site or forest products in the notice of sale, other pre-contractual documents, or the Harvesting Services Contract are provided solely for administrative and identification purposes.

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

c. The VOLUME, WEIGHT, QUALITY, or GRADE of the forest products to be harvested. The descriptions of the forest products to be harvested are estimates only, made solely for administrative and identification purposes.

d. The CORRECTNESS OF ANY SOIL OR SURFACE CONDITIONS, PRE-SALE CONSTRUCTION APPRAISALS, INVESTIGATIONS, AND ALL OTHER PRE-BID DOCUMENTS PREPARED BY OR FOR THE STATE. These documents have been prepared for informational purposes, but the information contained therein is not warranted. Contractors must make their own assessments of the site.

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

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

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

**G-062.1 Habitat Conservation Plan**

The Department has entered into a Habitat Conservation Plan (HCP) with the U.S. Fish and Wildlife Service and the National Marine Fisheries Service (the Services) to address state trust land management issues relating to compliance with the Federal Endangered Species Act. The activities to be carried out under this contract are located within the Department's HCP area and are subject to the terms and conditions of the HCP and the Services’ Incidental Take Permit PRT- 812521 and ITP 1168 (collectively referred to as ITP), or as amended hereafter by the Services. The ITP authorizes the incidental take of certain federally listed threatened and endangered species, as specified in the ITP conditions. All HCP materials, including the ITP, are available for review at the Department’s Region Offices and the administrative headquarters in Olympia, Washington.

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

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

**G-063.1 Incidental Take Permit Notification Requirements**

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

c. Contractor shall refer to a specific ITP number, PRT-812521 or ITP 1168 (copies which are located in the region office) in all correspondence and reports concerning permit activities.

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

G-064.1 Permits

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

G-065 Regulatory Disclaimer

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

G-066.1 Governmental Regulatory Actions

a. Regulatory Risk

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

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

G-070.1 Limitation on Damage

In the event of a breach of any provision of this contract by the State, the exclusive remedy available to the Contractor will be limited to a return of the Performance Security, and payment for improvements and other services rendered by the Contractor, which were required by the Harvesting Services Contract. The State shall not be liable for any damages, whether direct, incidental, or consequential.

G-092.1 Harvest Area Boundary Adjustment

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

G-112.1 Title

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

G-116.1 Sustainable Forestry Initiative® (SFI) Certification

Forest products harvested and delivered under this contract are certified as being in conformance with the Sustainable Forestry Initiative program Standard under certificate number BV-SFIS-US09000572.

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

G-120.1 Responsibility for Work

All work, equipment, personnel, and materials necessary to perform the Harvesting Services Contract shall be the responsibility of the Contractor.
G-121.1 Exceptions

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

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

Nothing contained in clauses G-120.1 (Responsibility for Work) and G-121.1 (Exceptions) shall be construed as relieving Contractor of responsibility for, or damage resulting from, Contractor's operations or negligence, nor shall Contractor be relieved from full responsibility for making good any defective work or materials.

G-123.1 Operating Authority

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

G-124.1 Contractor Not an Employee of State

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

G-125.1 Use of Subcontractors

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

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

G-126.1 Disputes with Subcontractors or Material Providers

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

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

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

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

G-140.1 Indemnity

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

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

G-150.1 Insurance

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

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

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

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

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

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

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

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

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

By requiring insurance herein, State does not represent that coverage and limits will be
adequate to protect Contractor and such coverage and limits shall not limit Contractor's
liability under the indemnities and reimbursements granted to State in this contract.
The limits of insurance, which may be increased as deemed necessary by State, shall not be less than as follows:

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

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

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

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

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

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

G-160.1 Agents

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

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

G-170.1 Assignment and Delegation

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

G-180.1 Modifications

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

G-181.1 Contract Modification for Protection of Resources and Improvements

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

In the event of contract modification under this section and through no fault of Contractor operations, the Contractor shall be reimbursed for any additional operations required, provided that any work or extra protection shall be subject to prior approval of the State.
G-190  Contract Complete

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

G-200.1 Notice

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

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

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

G-210.1 Violation of Contract

a. If Contractor violates any provision of this contract, the Contract Administrator, by written notice, may suspend those operations in violation. If the violation is capable of being remedied, the Contractor has fifteen (15) days after receipt of suspension notice to remedy the violation. If the violation cannot be remedied or Contractor fails to remedy the violation within fifteen (15) days after receipt of a suspension notice, the State may terminate the rights of the Contractor and collect liquidated damages under this contract associated with the breach. In the event of such a contract termination, the State may demand all or part of the Contractor’s surety in order to satisfy the State’s damages.

b. The State has the right to remedy a breach if Contractor is unable, as determined by the State, to remedy the breach, or if the Contractor has not remedied the breach within 15 days of a suspension notice. Any expense incurred by the State in remedying Contractor’s breach may be charged to Contractor, or State may deduct such expenses from payments to the Contractor.

c. If the contract expires without the Contractor having performed all their duties under this contract, Contractor’s rights and obligations to harvest, deliver forest products, and perform any additional contract-related requirements are terminated. Thus, Contractor cannot remedy any breach once this contract expires. This provision shall not relieve Contractor of any financial
obligations and unresolved contractual agreements, including payment to sub-contractors for work performed under this contract.

**G-220.1 State Suspends Operations**

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

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

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

**G-230.1 Unauthorized Activity**

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

**G-240.1 Dispute Resolution**

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

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

b. The Region Manager will issue a written decision on Contractor’s request within five business days.

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

d. Unless otherwise agreed, the Deputy Supervisor - Uplands will hold a conference within 15 calendar days of the receipt of Contractor’s request for review of the Region Manager's written decision. Contractor and the Region Manager will have an opportunity to present their positions. The Deputy Supervisor - Uplands will issue a decision within a reasonable time of being presented with both Parties' positions.
G-250.1 Compliance with All Laws

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

G-260 Venue

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

G-270.1 Equipment Left on State Land

All equipment owned or in the possession of Contractor, its employees, agents, or invitees, including independent contractors, shall be removed from the sale area and other State land by the termination date of this contract. Equipment remaining unclaimed on State land 30 days after the expiration of the contract period is subject to disposition as provided by law. Contractor shall pay to the State all costs of moving, storing, and disposing of such equipment. The State shall not be responsible for any damages to or loss of the equipment or damage caused by the moving, storing or disposal of the equipment.

G-280.1 Operating Release

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

G-310.1 Road Use Authorization

The Contractor is authorized to use the following State roads, and roads for which the State has acquired easements and road use permits; on the A-100, A-110, A-111, A-112, C-Line, C-1110, C-1120, C-1121, D-1000, D-1001, D-1002, D-1003, D-1004, D-1005, D-1010, and the WY-9000. The State may authorize in writing the use of other roads subject to fees, restrictions, and prior rights.

G-330.1 Pre-work Conference

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

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

G-340.1 Preservation of Markers

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

G-370.1 Blocking Roads

Contractor shall not block the D-1000 Road, unless authority is granted in writing by the Contract Administrator.

G-380.1 Road Easement and Road Use Permit Requirements

The State grants Contractor the right to operate under the following rights of way:


Easement Between the State and John Hancock Mutual Life Insurance Co. Dated: 12/29/1992 Expires: Indefinitely

G-396.1 Public Hauling Permit

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

G-430.1 Open Fires

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

G-450.1 Encumbrances

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

DATA MISSING
Section P: Payments and Securities

P-030.1 Payment for Harvesting and Hauling Services

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

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

<table>
<thead>
<tr>
<th>Sort Number(s)</th>
<th>Unit of Measure</th>
<th>OBT Rate</th>
<th>OBT Utility Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Ton</td>
<td>$0.00</td>
<td>N/A</td>
</tr>
<tr>
<td>2,3</td>
<td>Ton</td>
<td>$12.00</td>
<td>N/A</td>
</tr>
</tbody>
</table>

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

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

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

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

Base Rate = $2.35  

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

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

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

Where;

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

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

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

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

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

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

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

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

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

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

For payment including ferries, toll bridges, or other miscellaneous tolls, the Contractor’s billing statement must include an itemized list of loads by trucker name and truck number, DNR load ticket number and date of crossing(s):
a. Reimbursement for authorized ferry tolls will be at a fixed rate of $15.00 for each crossing with a loaded truck and $15.00 for each empty return. A ‘Wave2Go’ statement or equivalent documentation shall be included with the itemized list. For any loads over 80’ loaded and 60’ empty, the Contractor will be reimbursed the actual cost, Wave2Go or ferry receipts must be provided for reimbursement.

b. ‘Good to Go’ regulated bridge tolls will be reimbursed at a fixed rate of $15.00 per authorized toll crossing. A “Good To Go” statement or equivalent documentation shall be included with the itemized list. This reimbursement is based upon one-way tolling, if a two-way toll is charged, payment receipts must be provided for reimbursement.

c. Miscellaneous tolls controlled by the Washington State Transportation Commission (WSTC), or other government agencies, will be reimbursed at their posted rates or the actual cost; receipts must be provided.

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

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

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

P-032.1 Payment for Road Construction

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

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

See Exhibit G

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

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

The billing schedule shall be the 1st and the 15th of each month with payment due by State within fourteen (14) days. Reporting periods end on the 14th and the end of each month.
No certificate given or payment made shall be evidence of the satisfactory performance of the Contract, either wholly or in part, against the claim of the State to the contrary, and no payment shall be construed to be an acceptance of any defective work, which may before or afterwards appear.

P-033.1 Payment for Additional Road Maintenance Work

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

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

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

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

P-034.1 Payment for Additional Miscellaneous Work

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

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

The State shall reimburse the Contractor for approved costs within thirty (30) days of State’s approval of the statement.
No certificate given or payment made shall be evidence of the satisfactory performance of the Contract, either wholly or in part, against the claim of the State to the contrary, and no payment shall be construed to be an acceptance of any defective work, which may before or afterwards appear.

**P-090.1 Performance Security**

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

The State will also deduct 10% from any OBT payments, as defined by clause P-030.1, derived from the contract up to a maximum of $40,000.00 for performance security.

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

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

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

**P-100.1 Performance Security Reduction**

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

**P-120.1 Contractor Responsibility for Subcontractor Services**

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

L-010.1 Forest Products Conveyed

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

L-013.1 Log Sorts Delivered to Incorrect Destination

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

L-060.1 Load Tickets

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

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

L-080 Scaling Rules

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

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

L-110 State Approval of Log Scaling and Weighing Locations

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

Prior to forest products being hauled, the Contract Administrator must authorize in writing the use of State approved measurement and/or weighing facilities that are at or en-route 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.

L-114.1 State Approval of Haul Route

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

L-130.1 Conversion Factors

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

Section H: Harvesting Operations

H-001 Operations Outside the Sale Boundaries

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

H-011.1 Certification of Fallers and Log Manufacturers

All persons engaged in the felling of timber and manufacturing or loading of logs or poles must receive certification in writing from the Contract Administrator. Certification may be revoked when the Contract Administrator determines that log utilization, log sorting, or manufacturing has been performed in a manner that does not optimize value or otherwise causes damage to the state.

H-012.1 Leave Tree Damage Definition

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

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

   a. A leave tree has one or more scars on its trunk exposing the cambium layer, which in total exceeds 100 square inches.

   b. A leave tree’s top is broken or the live crown ratio is reduced below 30 percent.
c. A leave tree has more than 1/3 of the circumference of its root system injured such that the cambium layer is exposed.

If the Contract Administrator determines that a leave tree has been cut or damaged, the Contractor may be required to pay liquidated damages for Excessive Leave Tree Damage as detailed in clause D-040.1.

H-013.1 Reserve Tree Damage Definition

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

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

a. A reserve tree has one or more scars on its trunk exposing the cambium layer, which in total exceeds 100 square inches.

b. A reserve tree’s top is broken or the live crown ratio is reduced below 30 percent.

c. A reserve tree has more than 1/3 of the circumference of its root system injured such that the cambium layer is exposed.

If the Contract Administrator determines that a reserve tree has been cut or damaged, the Contractor shall provide a replacement reserve tree of like condition, size, and species within the sale unit containing the damaged leave tree, as approved by the Contract Administrator. Contractor may be required to pay liquidated damages for Excessive Reserve Tree Damage as detailed in clause D-041.1.

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

H-015.1 Skid Trail Requirements

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

a. Skid trail will not exceed 14 feet in width, including rub trees.

b. Skid trails shall not cover more than 5 percent of the total acreage on each unit.

c. Skid trails will be pre-approved by the Contract Administrator.

d. Except for rub trees, skid trails shall be felled and yarded prior to falling adjacent timber.
e. Rub trees shall be left standing until all timber tributary to the skid trail has been removed.

f. Excessive soil damage is not permitted. Excessive soil damage is described in clause H-017.

g. Skid trails will be water barred at the time of completion of yarding, if required by the Contract Administrator.

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

**H-017 Preventing Excessive Soil Disturbance**

Operations may be suspended when soil rutting exceeds 6 inches as measured from the natural ground line. To reduce soil damage, the Contract Administrator may require water bars to be constructed, grass seed to be placed on exposed soils, or other mitigation measures. Suspended operations shall not resume unless approval to do so has been given, in writing, by the Contract Administrator.

**H-025 Timing Requirements for Timber Removal**

All timber in Unit 1 must be removed within 30 days of being felled.

**H-030.1 Timber Falling**

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

**H-050 Rub Trees**

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

**H-052.1 Branding and Painting**

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

For pulp loads purchased under a contract designated as export restricted, Contractor shall brand at least 3 logs with legible brands at one end. Also, 10 logs shall be painted at one end with durable red paint.
H-110  Stump Height
Trees shall be cut as close to the ground as practicable. Stump height shall not exceed 12 inches in height measured on the uphill side, or 2 inches above the root collar, whichever is higher.

H-120.1 Harvesting Equipment
Forest products harvested under this contract shall be harvested and removed using ground-based systems: shovel, forwarder, and tracked skidder. Authority to use other equipment or to operate outside the equipment specifications detailed above must be approved in writing by the State.

H-125 Log Suspension Requirements
Lead-end suspension is required for all yarding activities.

H-140.1 Special Harvest Requirements
Contractor shall accomplish the following during the harvest operations:

No operations shall occur on any weekends, State recognized holidays, or from 7 p.m. to 7 a.m. on weekdays.

Long butts remaining on the sale must be dispersed as directed by the Contract Administrator.

Ground based yarding equipment will not be permitted on slopes over 40%.

Enhancement Area:
Products not for Sale: All timber as described in the Schedule A shall be felled and/or girdled bound by the following: pink flagging, the C-1110 and C1121 roads in Unit 2; pink flagging, property line, and the D-1005 road in Unit 3; pink flagging and property line in Unit 4 meeting the specifications described below; located on 116 acres on parts of Sections 10, 11, 14, and 15 all in Township 13 North, Range 10 West W.M., Section 25 in Township 16 North, Range 11 West W.M., of Grays Harbor, and Pacific County as shown on the attached timber sale map.

Habitat Enhancement treatments in Units 2, 3, and 4 are subject to NI3 project funding. Actual acres that are treated may be reduced. Contract Administrator may discontinue the treatment at any time.

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

H-142 Wildlife Timing Restrictions
The following wildlife timing restrictions apply to this contract and shall be in place in the locations shown on the attached timber sale map.

Murrelet timing restrictions, no activities allowed other than haul, from one hour before to two hours after official sunrise and one hour before to one hour after official
sunset will be observed during the marbled murrelet critical nesting season, which is April 1 through August 31 in the southeast portion of Unit 1 and the northwest portion of Unit 2.

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

**H-150.1 Required Removal of Forest Products**

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

<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>All Species</td>
<td>10</td>
<td>12</td>
<td>5</td>
</tr>
</tbody>
</table>

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

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

**H-161.1 Excessive Timber Breakage**

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

The State may treat excessive timber breakage, as determined by the Contract Administrator as a breach of this contract. At the State's option, the State or a third party scaling organization may scale forest products, for volume. State may deduct the value of forest products damaged through excessive breakage from payments to the Contractor for harvesting services rendered. All costs associated with scaling and computing the billing for forest products damaged through excessive breakage will be borne by Contractor.
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-240 Lop and Scatter
The tops of all felled trees shall be lopped and slash scattered away from leave trees concurrently with felling operations.

Section C: Construction and Maintenance

C-040.1 Road Plan
Road construction and associated work provisions of the Road Plan for this project, dated April 2, 2019 are hereby made a part of this contract.

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

C-050.1 Contractor Road Maintenance and Repair
Contractor shall perform work at their own expense on A-100, A-110, A-111, and A-112 road(s). All work shall be completed to the specifications detailed in the Road Plan.

C-060.1 Designated Road Maintainer
If required by the State, the Contractor shall perform maintenance and replacement work as directed by the State on all other roads used not covered in the C-050.1 Clause. The Contractor shall furnish a statement, in a form satisfactory to the State showing the costs incurred while performing this work. Costs shall be based on the rates set forth in the equipment rate schedule on file at the Region office or Engineering Division in Olympia. The State shall reimburse the Contractor for said costs within thirty (30) days of receipt and approval of the statement.

C-080.1 Landing Location Approval Prior to Construction
Landing locations shall be marked by the Contractor and approved by the Contract Administrator prior to construction.

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-010.1 Fire Hazardous Conditions

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

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

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

S-030 Landing Debris Clean Up

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

S-035 Logging Debris Clean Up

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

S-040.1 Noxious Weed Control

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

S-050 Cessation of Operations for Low Humidity

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

S-060.1 Pump Truck or Pump Trailer

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

S-110 Resource Protection

No harvesting or yarding equipment may operate within Type 5 streams unless authority is granted in writing by the Contract Administrator.

S-130.1 Hazardous Materials

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

b. Hazardous Materials Spill Prevention

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

c. Hazardous Material Spill Containment, Control and Cleanup

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

d. Hazardous Material Release Reporting

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

Appropriate Department of Ecology regional office (contact information below).
DNR Contract Administrator

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

ECY - Southwest Region:
1-360-407-6300
(Clallam, Clark, Cowlitz, Grays Harbor, Jefferson, Mason, Lewis, Pacific, Pierce, Skamania, Thurston, and Wahkiakum counties)
S-131.1 Refuse Disposal

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

Section D: Damages

D-010.1 Liquidated Damages

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

D-015.1 Damages for Delivered Mis-sorted Logs

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

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

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

Logs or Poles delivered by Contractor that do not meet the receiving Purchaser’s preferred log length specifications as described in clause G-022.1, logs not meeting manufacturing standards as described in clause G-024.1, and poles not meeting specifications in Schedule P are considered mis-manufactured logs or poles.
Mis-manufactured log or pole volume will be considered on a per load basis. When mis-manufactured logs or poles amount to more than 5% of a load's total volume, as determined by a third-party scaling organization, the State is harmed and an adjustment to the harvesting payment may be made. For the delivery of mis-manufactured logs or poles, the State may reduce the harvesting payment due to the Contractor by an amount of $100.00 for each load of mis-manufactured logs or $300 for each load of poles delivered which has been determined to contain mis-manufactured volume in excess of 5% as documented by third-party scaling ticket.

D-022.1 Damages for Failure to Begin Product Deliveries

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

D-023.1 Damages for Failure to Remove Forest Products

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

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

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

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

D-024.1 Damages for Excessive Timber Breakage

Excessive breakage of timber results in substantial injury to the State. The value of the forest products sold at the time of breach is not readily ascertainable. Therefore, the Contractor agrees to accept a reduction of the amount due for harvesting services from the State at an amount calculated according to the following:
The value for excessive timber breakage will be determined at a rate, which reflects the log sort price that the Purchasers would have paid for unbroken logs minus the cost of delivery, plus all costs associated with scaling and computing the stumpage value of the forest products excessively broken.

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

D-030.1 Inadequate Log Accountability

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

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

D-040.1 Leave Tree Excessive Damage

When Contractor's operations exceed the damage limits set forth in clause H-012.1, Leave Tree Damage Definition, the trees damaged result in substantial injury to the State. The value of the damaged leave trees at the time of the breach is not readily ascertainable. Therefore, Contractor agrees to pay the State as liquidated damages at the rate of $500.00 per tree for all damaged trees in all units.

D-041.1 Reserve Tree Excessive Damage

When Contractor’s operations exceed the damage limits set forth in clause H-013.1, Reserve Tree Damage Definition, and when the Contract Administrator determines that a suitable replacement for a damaged reserve tree is not possible, the damaged trees result in substantial injury to the State. The value of the damaged reserve trees at the time of the breach is not readily ascertainable. Therefore, the Contractor agrees to pay the State as liquidated damages at the rate of $500.00 per tree for all damaged reserve trees that are not replaced in all areas.
IN WITNESS WHEREOF, the Parties hereto have entered into this contract.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

____________________  ______________________
Purchaser Eric Wisch
____________________
Print Name Pacific Cascade 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 ______________________________________________
____________________________________________________
to me known to be the __________________________________
of the corporation that executed the within and foregoing instrument and acknowledged said instrument to be the
free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned, and on oath stated that (he/she was) (they were) authorized to execute said instrument.

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

____________________________________
Notary Public in and for the State of
____________________________________
My appointment expires _______________
Schedule A
Stand Enhancement Specifications

UNIT 1

GAP HARVEST SPECIFICATIONS

- Ten gaps will be created. Gaps are marked with blue flagging or blue Special Management tags, leave trees associated with gaps are marked with 2 blue bands at DBH. Trees with blue paint are excluded from the sale.

- Retain all western red cedar and cascara within gaps. All other species may be harvested.

- All other un-marked timber within the gaps is part of the sale volume and shall be felled and harvested.

SNAG CREATION SPECIFICATIONS

- Trees designated to become snags are marked with an orange band at DBH. Harvester select three other trees around orange marked tree within 14”-20” DBH range will be girdled to make a clump of 4 snags. Six additional trees around the created snags will be cut and left. Do not girdle or cut WRC trees.

- Create 340 snags in 85 clumps by girdling and removing all bark to sound wood. Girdling shall be the circumference of the bole, a minimum of 6-inches wide, down to the cambium layer at DBH.

THINNING SPECIFICATIONS

- 215 trees per acre at an average spacing of 14x14 shall be maintained of the best trees in the stand. Trees greater than 20” DBH may not be removed unless approved by the contract Administrator.

- Openings created by felling trees shall not exceed 30 feet between leave trees. If openings in the stand exceed this distance, sufficient trees shall be left on the perimeter of the opening to maintain the appropriate Trees Per Acre.

- Leave trees in the unit will be selected by comparing their characteristics with other trees in the stand. Leave trees will be the “Best Trees” from the largest diameter classes available and evenly distributed over the landscape.

- Ground-based yarding corridors are limited to 14 feet wide (including rub trees) and should be located in a manner that reduces the damage to or removal of leave trees.
“BEST TREE” DEFINITION IS HAVING THE FOLLOWING CHARACTERISTICS:

1. Fullest and most vigorous crowns, free of multiple tops;
2. Free of conks, broken tops, or visible rot;
UNIT 2

GAP HARVEST SPECIFICATIONS

- 8 gaps will be created. Center leave trees for gaps are marked with 2 blue bands at DBH, do not cut blue banded trees.

- Retain all Western red cedar, Sitka spruce and Cascara, within 60 feet of blue banded trees. All other species within the gap shall be cut and left as down wood.

SNAG CREATION SPECIFICATIONS

- Trees designated to become snags are marked with an orange band at DBH. Harvester select three other trees around the orange banded tree within 10”-16” DBH range will be girdled to make a clump of 4 snags. Do not girdle or cut WRC trees.

- Create 492 snags in 123 clumps by girdling and removing all bark to sound wood. Girdling shall be the circumference of the bole, a minimum of 6-inches wide, down to the cambium layer at DBH.

THINNING SPECIFICATIONS

- 300 trees per acre at an average spacing of 12x12 shall be maintained of the best trees in the stand. Trees greater than 20” DBH may not be thinned unless approved by the contract Administrator. All trees thinned between gaps and snag clumps will be left on site as large woody debris.

- Openings created by felling trees shall not exceed 30 feet between leave trees. If openings in the stand exceed this distance, sufficient trees shall be left on the perimeter of the opening to maintain the appropriate Trees Per Acre.
UNIT 3

GAP HARVEST SPECIFICATIONS

- 12 gaps will be created. Center leave trees for gaps are marked with 2 blue bands at DBH, do not cut blue banded trees.
- Retain all Western red cedar, Sitka spruce and Cascara, within 60 feet of blue banded trees. All other species within the gap shall be cut and left as down wood.

SNAG CREATION SPECIFICATIONS

- Trees designated to become snags are marked with an orange band at DBH. Harvester select three other trees around the orange banded tree within 10”-16” DBH range will be girdled to make a clump of 4 snags. Do not girdle or cut WRC trees.
- Create 348 snags in 87 clumps by girdling and removing all bark to sound wood. Girdling shall be the circumference of the bole, a minimum of 6-inches wide, down to the cambium layer at DBH.

THINNING SPECIFICATIONS

- 300 trees per acre at an average spacing of 12x12 shall be maintained of the best trees in the stand. Trees greater than 20” DBH may not be thinned unless approved by the contract Administrator. All trees thinned between gaps and snag clumps will be left on site as large woody debris.
- Openings created by felling trees shall not exceed 30 feet between leave trees. If openings in the stand exceed this distance, sufficient trees shall be left on the perimeter of the opening to maintain the appropriate Trees Per Acre.
UNIT 4

GAP HARVEST SPECIFICATIONS

- 12 gaps will be created. Center leave trees for gaps are marked with 2 blue bands at DBH, do not cut blue painted trees.
- Retain all Western red cedar, Sitka spruce and Cascara, within 60 feet of blue banded trees. All other species within the gap shall be cut and left as down wood.

SNAG CREATION SPECIFICATIONS

- Trees designated to become snags are marked with an orange band at DBH. Harvester select three other trees around the orange banded tree within 10”-16” DBH range will be girdled to make a clump of 4 snags. Do not girdle or cut WRC trees.
- Create 240 snags in 60 clumps by girdling and removing all bark to sound wood. Girdling shall be the circumference of the bole, a minimum of 6-inches wide, down to the cambium layer at DBH.

THINNING SPECIFICATIONS

- 215 trees per acre at an average spacing of 14x14 shall be maintained of the best trees in the stand. Trees greater than 20” DBH may not be thinned unless approved by the contract Administrator. All trees thinned between gaps and snag clumps will be left on site as large woody debris.
- Openings created by felling trees shall not exceed 30 feet between leave trees. If openings in the stand exceed this distance, sufficient trees shall be left on the perimeter of the opening to maintain the appropriate Trees Per Acre.
Schedule M
Additional Road Maintenance Rates

ADDITIONAL ROAD MAINTENANCE PAYMENT RATES
(Hourly Rate Including Operator)

Motor Grader

To 140 HP (Cat 120H, 120M) $138.00
To 175 HP (John Deere 670D, 670G, 672D, G; Cat 12M; CAT 140G; CAT143H; Volvo G930; Komatsu GD-655-3) $150.00
To 200 HP (John Deere 772; Cat 140M; Volvo G940; Komatsu GD675-3) $165.00
Over 200 HP (Cat 160M, 14M, 16H; Komatsu GD-825A-2) $209.00

Ripper/Scarifier Use
To 140 HP $4.00
To 175 HP $6.00
Over 175 HP $10.00

Front End Loaders & Loader/Backhoe

To 75 HP (Cat 416D, Cat 416E; Komatsu WB142-2) $96.00
To 110 HP (Cat 420E; Case 580, 590; Cat 908H, 914G; John Deere 344J) $106.00
To 160 HP (Cat 450E, Cat 924H, 930H; Hyundai HL 730-9; John Deere 524K) $122.00
Over 160 HP (John Deere 624K; Case 621E; Cat 938H, 950H, 966K) $142.00
Addition for special attachment use: compactor, clam, extendaboom, etc. add $6.50

Gravel Trucks

On-Highway Rear Dump $97.00
On-Highway Rear Dump Transfer Trailer (2 axles, 10 CY) $13.00
On-Highway Bottom Dump Trailer (3 axles, 12 CY) $11.00

Dozers

To 75 HP (Case 650K; Cat D3K XL) $101.00
To 105 HP (Cat D4K, D5K; Case 750K, 850K; John Deere 450J, 550J, 650J; Komatsu D37EX-22) $111.00
To 135 HP (Cat D6K; Case 1150K, John Deere 700J; Komatsu D51EX-22) $130.00
To 185 HP (John Deere 750J; Case 1650, 1850; Cat D6N; Komatsu D61EX-15) $150.00
To 240 HP (Cat D6T, D7E; John Deere 850J; Komatsu D65EX-15) $184.00
Over 240 HP (Cat D8T; John Deere 950J) $252.00

Ripper Use
To 180 HP add $8.00
To 235 HP add $13.00
Over 235 HP add $20.00

Excavators

To 60 HP (Kubota U45, U55; John Deere 50D; Hitachi 50U; Cat 307D) $92.00
To 95 HP (Cat 312D, 314D; Doosan 140LCV; Hitachi 120-3, 135US-3; Link-Belt 135; Komatsu PC120-6, PC130-8; John Deere 120D, 135D) $133.00
To 120 HP (Cat 315D; John Deere 160LC; Doosan 175LCV; Komatsu PC160LC-8; Link-Belt 160 LX; Volvo EC160C L) $146.00
To 140 HP (Cat 319D L, 320C; Hitachi 160LC-3; Link-Belt 210LX) $161.00
To 170 HP (Cat 320D; Hitachi 200LC-3, 225LCV; Link-Belt 240 LX; Komatsu PC200-8, PC220LC-8; John Deere 225D LC; Volvo EC240C) $172.00
To 230 HP (Cat 324D, 324E, 328D, 329D; John Deere 240D, 270D, 290G; Hitachi 240LC-3, 270LC-3; Link-Belt 290 LX RB; Volvo EC290C; Komatsu PC270LC-8) $200.00
Over 230 HP (Cat 330D, 336D; Volvo EC330C; John Deere 330C, 330D; Komatsu PC300LC-8, C350LC-8; Link-Belt 330LX, 350 X2; Hitachi 330LC, 350LC-3) $230.00
Add Attachment Rate to Excavator $30.00

Self-Propelled Vibratory Compactors

To 80 HP (Bomag BW145DH-40, BW177D-40; Dynapac CA150D; Sakai 201D; Ing. Rand SD45F TF) $100.00
To 125 HP (Bomag BW177PDBH-40; Cat CP-433E; Sakai SV400D-I; Dynapac CA152D) $110.00
Over 125 HP (Bomag BW211PD-40; Dynapac CA262D; Ing. Rand SD105DA TF; Sakai SV505D-1) $120.00

Tractor Brush Cutters

To 67 PTO HP $65.00
To 80 PTO HP $80.00
Over 80 PTO HP (JD 6200, 6300, 6400) $95.00

Track Mounted Rock Drills (with one operator)

To 4.5" Diameter Hole $210.00
Over 4.5" Diameter Hole $246.75

Heavy Equipment Hauling

On-Highway Rear Dump $97.00
Tilt Deck Utility Trailer (2 axle, up to 40,000 lbs.) $9.00
Tilt Deck Utility Trailer (3 axle, up to 50,000 lbs.) $12.00
On-Highway Truck Tractor (GVW up to 50,000 lbs.) $104.00
Lowbed Trailer (2-axle, up to 50,000 lbs.) $15.00
Lowbed Trailer (3-axle, up to 80,000 lbs.) $21.00

Water Trucks

To 3,000 gallons $92.00
To 4,000 gallons $114.00
Over 4,000 gallons $135.00

Power Saws and Pumps $10.00

Laborer- Journey Level $40.00
Laborer- Apprentice Level $32.00

INSTRUCTIONS
HP taken at the Flywheel unless stated otherwise.
WA Sales Tax - Add sales tax only if an activity is not directly tied to a state timber sale. Sales
tax on purchased material will be reimbursed.
Hourly rates include operator, owning and operating costs, profit, and overhead, and includes
costs for all service and support vehicles.
Specification data, such as weight and flywheel HP can be determined upon request by providing
equipment make and model information.
Rates on equipment not included in this schedule can be determined upon request.

Rev. 7/1/2016
STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES  

HARVESTING SERVICES CONTRACT  
SEALED BID FORM  

NI3 Sorts  
(Print Project Name)  

30-099137  
(Agreement No.)  

(Print Company Name)  

(Street Address)  

(City, State and Zip Code)  

(Business Telephone Number)  

(email address)  

**************************************************************************

To meet Harvesting obligations, I bid the following On Board Truck (OBT) rate:

□ $/Ton of timber harvested and delivered.

□ $/mbf of timber harvested and delivered.

And to meet habitat creation obligations, I bid the following per acre rate:

□ To mechanically create, 3 snag clumps per acre (5 trees per clump) and 2 gaps per acre (cut 60’ radius), on 150 acres, per Schedule A requirements.

“Does Not Apply” to projects with no pole sorts identified. Refer to RFQ section 2.06.

To meet Hauling obligations, I bid:

□ Hauling Bid Factor  

(format to 3 decimal places ie 0.000)

Hauling Services Payment calculation explained in RFQ section 1.05. Actual “live-load” weights used to determine payment for hauling sorts designated as “tonnage”. Sorts designated as “MBF” will use calculated tonnage based on the DNR’s advertised “tons/mbf conversion factor specific for each sort unless actual tonnage is available and approved for use.

□ Road costs for this project are biddable. Road Cost Proposal Form must be completed and submitted as part of bid package.
If awarded this contract, I am responsible for independently negotiating, procuring and paying for any and all subcontracted services provided.

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

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

1. The bid price has been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition.

2. The bid is a firm offer for a period of 90 days from the bid submission deadline, and it may be accepted by the State without further negotiation at any time within the 90-day period.

3. In preparing this proposal or bid, the Bidder was not assisted by any current or former employee of the DNR whose duties relate (or did relate) to this prospective contract and who was assisting in other than his or her official, public capacity. Neither does such a person or any member of his or her immediate family have any financial interest in the outcome of this proposal.

4. Acceptance of the Harvesting Services Contract general terms and conditions.

5. Acceptance of the Harvesting Services Contract estimated road payment values as shown fixed by terms in contract clause P-32.1.

6. The Bidder has had an opportunity to fully inspect the sale area and the timber to be harvested.

7. The Bidder enters this bid based solely upon their own judgment of the costs associated with harvesting, hauling, and any additional required work formed after their own examination and inspection of both the timber sale area and the forest products to be harvested.

8. The Bidder enters this bid without any reliance upon the volume estimates, acreage estimates, appraisals, pre-bid documentation, or any other representation by the State Department of Natural Resources.

9. The Bidder, if successful, will furnish the necessary labor, equipment, and services needed to complete the work as specified by the harvesting contract including commencing and completing the operations in the times specified.

10. The Bidder agrees to execute the harvesting contract for the said project and agrees to furnish surety and insurance as required in the specifications.
11. The Bidder assumes the risk of liabilities related to any regulatory actions by any government agency that may affect the operability of these harvesting contracts. Such regulatory actions include, but are not limited to, actions taken pursuant to the Forest Practices Act, chapter 76.09 RCW, and the Endangered Species Act, 16 U.S.C. §§ 1531-1544. Please see the Harvesting Services Contract for further information.

12. The DNR cannot verify the presence or absence of northern spotted owls, marbled murrelets or any other threatened or endangered species that may affect the operability of the timber sale. The Bidder relies solely on his/her own assessments.

13. Acreage estimates and volume estimates contained within the harvesting services contract are made only for administrative and identification purposes. Except as expressly provided by the harvesting contract, the Apparent Successful Contractor shall be responsible to harvest the sale, even if the actual acreage or timber volume varies from the estimated quantity or volume shown.

14. The DNR will not reimburse the Bidder for any costs incurred in the preparation of this proposal. All proposals become the property of the DNR and I/we claim no proprietary rights to the ideas or writings contained in them.

15. The Bidder will be required to comply with the Department's Nondiscrimination Plan and federal and state laws on which it is based. If requested by the DNR, the Bidder/Harvester will submit additional information about the nondiscrimination and affirmative action policies and plans of their organization in advance of or after the contract award.

16. Bidder is required to complete the Responsible Bidder Criteria – Wage Law Compliance form in order to be considered a ‘responsible bidder’ (see RCW 39.26.160(2) and (4)). Pursuant to legislative enactment in 2017, the responsible bidder criteria include a contractor certification that the contractor has not willfully violated Washington's wage laws. See Chap. 258, 2017 Laws (enacting SSBS301).

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By signing and submitting this bid the Bidder agrees to all of the preceding requirements. The Bidder further warrants to the State that they enter this bid based upon their own judgments of the value of the harvesting services to be provided through the Harvesting Services Contract, formed after their own examination and inspection of both the timber sale area and the forest products to be harvested.

(Signature of authorized representative submitting this bid) (Date)

(Print name and title of authorized representative signing bid)
Statement of Available Resources and Work Plan

Attach additional pages if necessary.

1. List your available resources (i.e. # of sides, crew & equipment dedicated to the project, use of subcontractors) and describe your plans how you will complete this project within the project schedule.

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## Exhibit G

**Agreement Number: 30-099137**

**NI3 Sorts**

Harvester Road Bid Factor

### Required Roads

<table>
<thead>
<tr>
<th>Roads or Structures</th>
<th>Type</th>
<th>Stations or Quantities</th>
<th>Work Completion Type</th>
<th>Bid Price per Unit</th>
<th>Unit</th>
<th>Bid Total Price*</th>
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</thead>
<tbody>
<tr>
<td>A-110</td>
<td>Reconstruction</td>
<td>5.00</td>
<td>Required</td>
<td>$315.00</td>
<td>per Station*</td>
<td>$1,575.00</td>
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<td>A-110</td>
<td>Abandonment</td>
<td>12.15</td>
<td>Required</td>
<td>$110.00</td>
<td>per Station*</td>
<td>$1,336.50</td>
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</table>

Total Required Roads* $2,911.50

<table>
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<tr>
<th>Roads or Structures</th>
<th>Type</th>
<th>Stations or Quantities</th>
<th>Work Completion Type</th>
<th>Bid Price per Unit</th>
<th>Unit</th>
<th>Bid Total Price*</th>
</tr>
</thead>
<tbody>
<tr>
<td>A-110</td>
<td>Reconstruction</td>
<td>Optional Reconstruction/Optional Rock-2</td>
<td>$315.00</td>
<td>Total Optional Roads*</td>
<td>$0.00</td>
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<tr>
<td>A-110</td>
<td>Ballast Rock</td>
<td>Optional Rock-2</td>
<td>$45.00/Yard*</td>
<td>$0.00</td>
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</table>

Total Optional Roads* $0.00

Total Required Roads* $2,911.50

Total Optional Roads* $0.00

Total Roads $2,911.50

---

*DNR will calculate the total cost based on the Price per Unit supplied by the DNR times the Harvester provided Road Bid Factor. The harvester road bid factor will be no less than 0.75 and no more than 1.25.

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

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

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

### Additional Payments in Excess of Road Plan Specifications

<table>
<thead>
<tr>
<th>Item</th>
<th>Stations or Quantities</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
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<tbody>
<tr>
<td>18&quot; CPP</td>
<td>40 ft Installed</td>
<td>$950</td>
<td>$950.00</td>
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<tr>
<td>New Road Construction</td>
<td>1 Station built to contract specifications</td>
<td>$315.00/Station</td>
<td>$315.00</td>
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<tr>
<td>Rock</td>
<td>10 Yards spread on road</td>
<td>$45.00/Yard</td>
<td>$45.00</td>
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</table>
CONTRACTOR CERTIFICATION
RESPONSIBLE BIDDER CRITERIA – WAGE LAW COMPLIANCE

WASHINGTON STATE PROCUREMENT OF GOODS & SERVICES CONTRACTS

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

SOLICITATION DATE: Month______, Day______, Year______

I hereby certify, on behalf of the firm identified below, as follows (check one):

☐ NO WAGE VIOLATIONS. This firm has NOT been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW chapters 49.46, 49.48, or 49.52 within three (3) years prior to the date of the above-referenced procurement solicitation date.

OR

☐ VIOLATIONS OF WAGE LAWS. This firm has been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW chapters 49.46, 49.48, or 49.52 within three (3) years prior to the date of the above-referenced procurement solicitation date.

I hereby certify, under penalty of perjury under the laws of the State of Washington, that the certifications herein are true and correct and that I am authorized to make these certifications on behalf of the firm listed herein.

PRINT FULL LEGAL ENTITY NAME OF FIRM SUBMITTING BID

SIGNATURE OF AUTHORIZED PERSON

DATE SIGNED

PRINTED NAME OF PERSON MAKING CERTIFICATION FOR FIRM

TITLE OF PERSON SIGNING CERTIFICATE

PRINT COUNTY AND STATE WHERE SIGNED

Return this contractor certification to the solicitation coordinator listed in the solicitation document.
**PRE-CRUISE NARRATIVE**

<table>
<thead>
<tr>
<th>Sale Name: <strong>NI3 Sorts</strong></th>
<th>Region: <strong>Pacific Cascade</strong></th>
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</thead>
<tbody>
<tr>
<td>Agreement #: <strong>30-099137</strong></td>
<td>District: <strong>Stella</strong></td>
</tr>
<tr>
<td>Contact Forester: <strong>John Hill</strong></td>
<td>County(s): <strong>Pacific, Grays Harbor</strong></td>
</tr>
<tr>
<td>Phone / Location: <strong>360-577-2025</strong></td>
<td></td>
</tr>
</tbody>
</table>

| Alternate Contact: Click here to enter text. | Other information: |
| Phone / Location: Click here to enter text. | |

**UNIT ACREAGES AND METHOD OF DETERMINATION:**

<table>
<thead>
<tr>
<th>Unit #</th>
<th>Legal Description (Enter only one legal for each unit)</th>
<th>Grant or Trust</th>
<th>Gross Proposal Acres</th>
<th>Deductions from Gross Acres (No harvest acres)</th>
<th>Acreage Determination (List method and error of closure if applicable)</th>
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</thead>
<tbody>
<tr>
<td></td>
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<td>74</td>
<td>55</td>
<td>15 1 1 15 Stand Enhancement 8 GPS (Garmin)</td>
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<td>79</td>
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<tr>
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<td><strong>Enter Sec / Twp / Rng</strong></td>
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<tr>
<td><strong>TOTAL ACRES</strong></td>
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<td><strong>211</strong></td>
<td><strong>47</strong></td>
<td><strong>1</strong></td>
<td><strong>7</strong></td>
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</tbody>
</table>

**HARVEST PLAN AND SPECIAL CONDITIONS:**

- **Type of Sale:** Log Sort (Contract harvest)
- **Harvest System:** Ground based 100
- **Harvest System:** Select harvest system
- **Enter % of sale acres**
- **Harvest System:** Select harvest system
<table>
<thead>
<tr>
<th>Unit #</th>
<th>Harvest Prescription: (Leave, take, paint color, tags, flagging etc.)</th>
<th>Special Management areas:</th>
<th>Other conditions (# leave trees, etc.)</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Blue Special Management and Yellow Leave Tree Area with pink flagging, all other gaps are marked with blue flagging</td>
<td>Blue Special Management and Yellow Leave Tree Area with pink flagging</td>
<td>Enhancement, gaps and Snag creation</td>
</tr>
<tr>
<td>2</td>
<td>pink flagging, Gaps marked with Blue paint, snag creation marked with orange paint</td>
<td>Enhancement, gaps and Snag creation</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>pink flagging, Gaps marked with Blue paint, snag creation marked with orange paint</td>
<td>Enhancement, gaps and Snag creation</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>pink flagging, Gaps marked with Blue paint, snag creation marked with orange paint</td>
<td>Enhancement, gaps and Snag creation</td>
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</table>

OTHER PRE-CRUISE INFORMATION:

<table>
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<tr>
<th>Unit #</th>
<th>Primary,secondary Species / Estimated Volume (MBF)</th>
<th>Access information (Gates, locks, etc.)</th>
<th>Photos, traverse maps required</th>
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<tbody>
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<td>1</td>
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<td></td>
</tr>
<tr>
<td>3</td>
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<tr>
<td>4</td>
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</tr>
<tr>
<td>TOTAL MBF</td>
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REMARKS:

This is a NRCA/NAP Stand Enhancement Harvest

Prepared By: Jeremy Homer
Date: 4/30/2019
Title: NRS 2
CC:
### Species, Sort Grade - Board Foot Volumes (Project)

<table>
<thead>
<tr>
<th>Spp</th>
<th>SoGr</th>
<th>% Net</th>
<th>Bd.Fl. per Acre</th>
<th>Total Net MBF</th>
<th>Percent of Net Board Foot Volume</th>
<th>Average Log</th>
<th>Logs Per Acre</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>T</td>
<td>rt</td>
<td>Def%</td>
<td>Gross</td>
<td>Net</td>
<td>Log Scale Dia.</td>
<td>Log Length</td>
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For the 32 acres of thinning in Unit 1.

Total take volume is 149mbf.
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<th>SC</th>
<th>TRACT</th>
<th>TYPE</th>
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<th>PLOTS</th>
<th>TREES</th>
<th>CuFt</th>
<th>BdFt</th>
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<td>W</td>
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### PROJECT STATISTICS

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<th>PLOTS</th>
<th>TREES</th>
<th>ESTIMATED TOTAL</th>
<th>PERCENT SAMPLE</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td>TREES PER PLOT</td>
<td>TREES</td>
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</table>

- **TOTAL**: 39 trees, 232 in total, 5.9 estimated trees per plot, 8,392 trees in total, 1.4% of sample
  - **CRUISE**: 20 trees, 114 in total, 5.7 estimated trees per plot, 4,602 trees in total, 1.4% of sample
  - **DBH COUNT**: 19 trees, 117 in total, 6.2 estimated trees per plot, 5,413 trees in total, 1.4% of sample
  - **BLANKS**: 100%

### STAND SUMMARY

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<thead>
<tr>
<th>SAMPLE</th>
<th>TREES/ACRE</th>
<th>TREES/ACRE</th>
<th>BOLE</th>
<th>DEN</th>
<th>REL</th>
<th>BASAL</th>
<th>AREA</th>
<th>BF/AC</th>
<th>CF/AC</th>
</tr>
</thead>
</table>

- **S SPRUCE**: 69 trees per acre, 131.7 trees, 15.6 dbh, 79 len, 44.2 den, 174.5 rel, 21,279 basal, 19,766 gross, 5,702 net, 5,610 cf/ac
  - **S SPRUCE-S**: 2 trees, 2.5 trees, 13.3 dbh, 78 len, 0.7 den, 2.4 rel, 275 basal, 256 gross, 76 net, 76 cf/ac
  - **S SPRUCE-T**: 17 trees, 41.9 trees, 13.0 dbh, 77 len, 10.7 den, 38.5 rel, 4,602 basal, 4,213 gross, 1,176 net, 1,165 cf/ac
  - **DOUG FIR**: 14 trees, 68.1 trees, 11.1 dbh, 80 len, 13.7 den, 45.7 rel, 5,411 basal, 4,836 gross, 1,312 net, 1,309 cf/ac
  - **DOUG FIR-S**: 1 trees, 1.3 trees, 13.0 dbh, 83 len, 0.3 den, 1.2 rel, 108 basal, 98 gross, 32 net, 32 cf/ac
  - **DOUG FIR-T**: 1 trees, 1.0 trees, 15.0 dbh, 75 len, 0.3 den, 1.2 rel, 123 basal, 123 gross, 33 net, 33 cf/ac
  - **WHEMLOCK**: 7 trees, 11.2 trees, 14.1 dbh, 89 len, 3.2 den, 12.0 rel, 1,645 basal, 1,510 gross, 416 net, 416 cf/ac
  - **WHEMLOCK-T**: 1 trees, 1.5 trees, 12.0 dbh, 75 len, 0.3 den, 1.2 rel, 123 basal, 123 gross, 33 net, 33 cf/ac
  - **R ALDER-T**: 2 trees, 3.1 trees, 12.0 dbh, 67 len, 0.7 den, 2.4 rel, 215 basal, 215 gross, 61 net, 61 cf/ac
  - **TOTAL**: 114 trees, 262.2 trees, 14.0 dbh, 79 len, 74.7 den, 279.2 rel, 33,657 basal, 31,016 gross, 8,808 net, 8,703 cf/ac

### CONFIDENCE LIMITS OF THE SAMPLE

68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR

<table>
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<tr>
<th>COEFF</th>
<th>S.D.</th>
<th>VARIANCE (%)</th>
<th>S.E.%</th>
<th>LOW</th>
<th>AVG</th>
<th>HIGH</th>
</tr>
</thead>
</table>

- **S SPRUCE**: 46.7, 5.8, 194, 206, 217
  - **S SPRUCE-S**: 20.2, 18.9, 85, 105, 125
  - **S SPRUCE-T**: 53.1, 13.3, 105, 121, 137
  - **DOUG FIR**: 61.4, 17.7, 113, 137, 161
  - **DOUG FIR-S**: 1, 1.3, 83, 0.3, 1.2
  - **DOUG FIR-T**: 1, 1.0, 75, 0.3, 1.2
  - **WHEMLOCK**: 7, 11.2, 89, 3.2, 12.0
  - **WHEMLOCK-T**: 1, 1.5, 75, 0.3, 1.2
  - **R ALDER-T**: 2, 3.1, 67, 0.7, 2.4
  - **TOTAL**: 54.9, 5.3, 164, 173, 182

- **CL 68.1**: 1.0

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<th>S.E.%</th>
<th>LOW</th>
<th>AVG</th>
<th>HIGH</th>
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- **S SPRUCE**: 41.2, 5.1, 55, 58, 61
  - **S SPRUCE-S**: 34.8, 32.6, 22, 32, 42
  - **S SPRUCE-T**: 54.4, 13.6, 29, 34, 39
  - **DOUG FIR**: 68.3, 19.7, 32, 40, 48
  - **DOUG FIR-S**: 1, 1.3, 83, 0.3, 1.2
  - **DOUG FIR-T**: 1, 1.0, 75, 0.3, 1.2
  - **WHEMLOCK**: 38.0, 15.5, 135, 160, 185
  - **WHEMLOCK-T**: 1, 1.5, 75, 0.3, 1.2
  - **R ALDER-T**: 2, 18.9, 57, 70, 83
  - **TOTAL**: 51.7, 5.0, 164, 173, 182

- **CL 68.1**: 1.0

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<th>S.E.%</th>
<th>LOW</th>
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<th>HIGH</th>
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- **S SPRUCE**: 75.2, 12.0, 116, 132, 148
  - **S SPRUCE-S**: 446.7, 71.5, 1, 3, 4
  - **S SPRUCE-T**: 191.4, 30.6, 29, 42, 55
  - **DOUG FIR**: 234.1, 37.4, 43, 68, 94
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<th>BdFt</th>
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<tr>
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<th>INF. POP.</th>
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Cruise Narrative

Sale Name: NI3 Sorts  Region: Pacific Cascade
App. #: 99137  District: Natural Area Preserve
Lead Cruiser: K.Bailey  Completion date: 10/31/2018
Other Cruisers: DPC, ECC, JH

Unit acreage specifications:

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<th>Cruised acres</th>
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<th>If acres do not agree explain why.</th>
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Unit cruise specifications:

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<thead>
<tr>
<th>Unit #</th>
<th>Sample type (VP, FP, ITS,100%)</th>
<th>Expansion factor (BAF, full/ half)</th>
<th>Sighting height (4.5 ft, 16 ft.)</th>
<th>Grid size (Plot spacing or % of area)</th>
<th>Plot ratio (Cru./Tally)</th>
<th>Total number of plots</th>
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<td>1:1</td>
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Sale/Cruise Description:

Minor species cruise intensity: Cruised on appropriate plots.

Minimum cruise spec: 40% of Form- Factor at 16 feet D.O.B or 5 inch Top, and merchantable top.

Avg. ring count by sp: DF = 06  WH = 06  SS = 06

Leave/take tree description: Orange painted trees – snag creation trees.
Blue painted trees – leave trees that are center of 60’ radius gap.

Sort Description:

HA – Logs meeting the following criteria: Surface characteristics for a high quality A sort will have sound tight knots not to exceed 1 ½” in diameter, numbering not more than an average of one per foot of log length. May include logs with not more than two larger knots. Knots and knot indicators ½” in diameter and smaller shall not be a determining factor. Logs will have a growth ring count of 6 or more rings per inch in the outer third top end of the log. (min dia 8”).

HB – Logs meeting the following criteria: Surface characteristics for a B sort will have sound tight knots not to exceed 1 ½” in diameter. May include logs with not more than two larger knots up to 2 ½” in diameter. Logs will have a growth ring count of 6 or more rings per inch in the outer third to end of the log. (min dia 8”).

R – Logs meeting the following criteria: Gross diameter of 12 inches or greater, excessive knots greater than 2 ½ inches with recovery less than 65% of the net scale.

Field observations:

Uniform stand of SS with pockets of WH and scattered DF.
All shovel ground.

Grants:  Prepared by: KB  Title: Timber Cruiser
<table>
<thead>
<tr>
<th>Spp</th>
<th>So Gr</th>
<th>ancestraladm</th>
<th>% Net</th>
<th>Bd Ft. per Acre</th>
<th>Def%</th>
<th>Gross</th>
<th>Net</th>
<th>Total</th>
<th>Percent of Net Board Foot Volume</th>
<th>Average Log</th>
<th>Logs Per Acre</th>
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### Stand Summary

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<th>Boles</th>
<th>Rel</th>
<th>Basal Area</th>
<th>Gross Bf/ac</th>
<th>Net Bf/ac</th>
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### Confidence Limits of the Sample

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### Project Statistics

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<th>PLOTS</th>
<th>TREES</th>
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#### Net BF/Acre

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<th>COEFF</th>
<th>VAR.%</th>
<th>S.E.%</th>
<th>LOW</th>
<th>AVG</th>
<th>HIGH</th>
<th># of PLOTS Req.</th>
<th>INF. POP.</th>
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<tbody>
<tr>
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<td>80.9</td>
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<td>4,411</td>
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<td>103.0</td>
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#### Net CuFt/acre

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**Note:** The above data represents project statistics for the NIATHIN project, including details on trees, acres, and various statistical measures such as COEFF, NET BF/ACRE, NET CUFT/ACRE, and V_BAR/ACRE with corresponding LOW, AVG, and HIGH values. The data also includes the number of plots required and the influence percentage.
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<th>Total Tons</th>
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#### Project: Niathin

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**Trees per Plot**

- Cruise: 20
- DBH Count: 17
- Sample: 19

**Estimated Total Trees**

- Total: 39
- Cruise: 20
- DBH Count: 17
- Sample: 19

**Percent Sample**

- 100%

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#### Confidence Limits of the Sample

**68.1** times out of 100 the volume will be within the sample error.

**Sample TREES - BF**

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<tr>
<td>S SPRUCE-T</td>
<td>200.0</td>
<td>32.0</td>
<td>792</td>
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</tr>
<tr>
<td>DOUG FIR</td>
<td>213.5</td>
<td>34.2</td>
<td>862</td>
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</tr>
<tr>
<td>DOUG FIR-S</td>
<td>624.5</td>
<td>99.9</td>
<td>0</td>
<td>32</td>
</tr>
<tr>
<td>DOUG FIR-T</td>
<td>305.8</td>
<td>48.9</td>
<td>212</td>
<td>416</td>
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<tr>
<td>WHEMLOCK</td>
<td>624.5</td>
<td>99.9</td>
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<tr>
<td>R ALDER-T</td>
<td>443.1</td>
<td>70.9</td>
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</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>27.2</td>
<td>4.3</td>
<td>8,325</td>
<td>8,703</td>
</tr>
</tbody>
</table>

**CL 68.1**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th>V_BAR/ACRE</th>
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<th></th>
</tr>
</thead>
<tbody>
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<td></td>
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<td>LOW</td>
<td>AVG</td>
<td>HIGH</td>
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<td>----------</td>
<td>----------</td>
<td>-----</td>
<td>-----</td>
<td>-----</td>
</tr>
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<td>S SPRUCE</td>
<td>69.5</td>
<td>11.1</td>
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<td>113</td>
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<tr>
<td>S SPRUCE-S</td>
<td>437.2</td>
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<tr>
<td>S SPRUCE-T</td>
<td>77.8</td>
<td>12.4</td>
<td>74</td>
<td>109</td>
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<tr>
<td>DOUG FIR</td>
<td>100.4</td>
<td>16.1</td>
<td>70</td>
<td>106</td>
</tr>
<tr>
<td>DOUG FIR-S</td>
<td>624.5</td>
<td>99.9</td>
<td>0</td>
<td>81</td>
</tr>
<tr>
<td>DOUG FIR-T</td>
<td>281.2</td>
<td>45.0</td>
<td>62</td>
<td>125</td>
</tr>
<tr>
<td>WHEMLOCK</td>
<td>624.5</td>
<td>99.9</td>
<td>0</td>
<td>102</td>
</tr>
<tr>
<td>R ALDER-T</td>
<td>440.4</td>
<td>70.5</td>
<td>26</td>
<td>89</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>28.5</td>
<td>4.6</td>
<td>106</td>
<td>111</td>
</tr>
</tbody>
</table>
Forest Practices Application/Notification

Notice of Decision

Decision
[ ] Notification
[ ] Approved
[ ] Disapproved
[ ] Closed

Operations shall not begin before the effective date.
This Forest Practices Application is subject to the conditions listed below.
This Forest Practices Application is disapproved for the reasons listed below.
Applicant has withdrawn FPA/N.

FPA/N Classification
[ ] Class II  [ ] Class III  [ ] Class IVG  [ ] Class IVS

Number of Years Granted on Multi-Year Request
[ ] 4 years  [ ] 5 years

Conditions on Approval / Reasons for Disapproval
No additional conditions.

NOTE: Forest practice activities located within 0.25 miles of an occupied marbled murrelet site are subject to disturbance avoidance timing restrictions per WACs 222-24-030, 222-30-050, 222-30-060, 222-30-065, 222-30-070, and 222-30-100. (April 1 to August 31)

Issued By: Bruce Hazen
Title: Forest Practices Forester
Copies to: [ ] Landowner, Timber Owner and Operator.
Issued in person: [ ] Landowner [ ] Timber Owner [ ] Operator

Region: Pacific Cascade
Date: 06-18-2019

Washington State Department of Natural Resources • Notice of Decision • August 5, 2013
Appl e Information

You have thirty (30) days to appeal this Decision and any related State Environmental Policy Act determinations to the Pollution Control Hearings Board in writing at the following addresses:
Physical address: 1111 Israel Rd. SW, Ste 301, Tumwater, WA 98501
Mailing address: P.O. BOX 40903, OLYMPIA, WA 98504-0903

Information regarding the Pollution Control Hearings Board can be found at: http://www.eluho.wa.gov/
At the same time you file an appeal with the Pollution Control Hearings Board, also send a copy of the appeal to the Department of Natural Resources' region office and the Office of the Attorney General at the following addresses:

Office of the Attorney General
Natural Resources Division
1125 Washington Street SE
PO Box 40100
Olympia, WA 98504-0100

Department Of Natural Resources
Pacific Cascade Region
PO Box 280
Castle Rock WA 98611

Other Applicable Laws

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

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

Use the "Notice of Transfer of Approved Forest Practices Application/Notification" form. This form is available at region offices and on the Forest Practices website: http://www.dnr.wa.gov/businesspermits/forestpractices. Notify DNR of new Operators within 48 hours.

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

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

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

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

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

DNR affidavit of mailing:

On this day 06-18-2019, I placed in the United States mail at Castle Rock, WA, postage paid, a true and accurate copy of this document. Notice of Decision FPA # 2936445

(Printed name) (Signature)
STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

NI3 SORTS ROAD PLAN
PACIFIC COUNTY

AGREEMENT NO.: 30-099137
STAFF ENGINEER: LAURA CUMMINGS

CREATED DATE: 04/02/2019
MODIFIED DATE: 07/22/2019

SECTION 0 – SCOPE OF PROJECT

0-1 ROAD PLAN SCOPE
Clauses in this road plan apply to all road related work unless otherwise noted.

0-2 REQUIRED ROADS
The specified work on the following roads is required.

<table>
<thead>
<tr>
<th>Road</th>
<th>Stations</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>A-110</td>
<td>0+00 to 5+00</td>
<td>Reconstruction</td>
</tr>
</tbody>
</table>

0-3 OPTIONAL ROADS
The specified work on the following roads is not required. Any optional roads built by the Contractor must meet all the specifications in the road plan.

<table>
<thead>
<tr>
<th>Road</th>
<th>Stations</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>A-110</td>
<td>5+00 to 16+00</td>
<td>Reconstruction</td>
</tr>
</tbody>
</table>

0-5 RECONSTRUCTION
Reconstruction includes, but is not limited to clearing; grubbing; right-of-way debris disposal; reshaping and compaction of subgrade; ditch construction; acquisition and application of rock; acquisition and application of erosion control.

0-10 ABANDONMENT
This project includes abandonment listed in Clause 9-21 ROAD ABANDONMENT.

SECTION 1 – GENERAL

1-1 ROAD PLAN CHANGES
If the Contractor desires a change from this road plan including, but not limited to, relocation, extension, change in design, or adding roads; a revised road plan must be submitted in writing to the Contract Administrator for consideration. Before work begins, Contractor shall obtain approval from the State for the submitted plan.
1-2 NON-COMPLIANCE WITH STATE ROAD PLAN
Quantities established in this road plan are minimum acceptable values. Additional quantities required by the state due to non-compliance or the Contractor's choice of construction techniques will be at the Contractor's expense.

1-3 ROAD DIMENSIONS
Contractor shall perform road work in accordance with the dimensions shown on the TYPICAL SECTION SHEET and the specifications within this road plan.

1-4 ROAD TOLERANCES
Contractor shall perform road work within the tolerances listed below. The tolerance class for each road is listed on the TYPICAL SECTION SHEET.

<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.

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

1-8 REPAIR OR REPLACEMENT OF DAMAGED MATERIALS
Contractor shall repair or replace all materials, roadway infrastructure, and road components damaged during road work or operation activities. The Contract Administrator will direct repairs and replacements. Repairs to structural materials must be made in accordance with the manufacturer’s recommendation, and may not begin without written approval from the Contract Administrator.

1-9 DAMAGED METALLIC COATING
Any cut ends, or damaged galvanized or aluminized coating on existing or new bridge components, culverts, downspouts, and flumes must be cleaned and treated with a minimum of two coats of zinc rich paint or cold galvanizing compound.
1-15 **ROAD MARKING**
Contractor shall perform road work in accordance with the state’s marked location. All road work is marked as follows:
- Orange paint

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

1-22 **WORK NOTIFICATIONS**
Contractor shall notify the Contract Administrator a minimum of 3 business days before work begins.

1-23 **ROAD WORK PHASE APPROVAL**
Contractor shall obtain written approval from the Contract Administrator upon completion of each of the following phases of road work:
- Subgrade compaction
- Spot rock application

1-26 **OPERATING DURING CLOSURE PERIOD**
If permission is granted to operate during a closure period listed in Clause 1-25 ACTIVITY TIMING RESTRICTION or Contract Clause H-131.1 HAULING SCHEDULE, Contractor shall provide a maintenance plan to include further protection of state resources. Contractor shall obtain written approval from the Contract Administrator for the maintenance plan, and shall put preventative measures in place before operating during the closure period. Contractor is required to maintain all haul roads at their own expense.

1-29 **SEDIMENT RESTRICTION**
Contractor shall not allow silt-bearing runoff to enter any streams.
1-30 CLOSURE TO PREVENT DAMAGE
In accordance with Contract Clause G-220.1 STATE SUSPENS 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 crushed rock roads or native surface roads.
- Surface or base stability problems persist.
- Weather is such that satisfactory results cannot be obtained in an area of operations.
- When, in the opinion of the Contract Administrator excessive road damage or rutting may occur.

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

1-40 ROAD APPROACHES TO COUNTY ROADS AND STATE HIGHWAYS
Contractor shall immediately remove any mud, dirt, rock, or other material tracked or spilled on to county roads and state highways.

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

SECTION 2 – MAINTENANCE

2-1 GENERAL ROAD MAINTENANCE
Contractor shall maintain all roads used under this contract in accordance with the FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS for the entire term of this contract. Maintenance is required even during periods of inactivity.

2-2 ROAD MAINTENANCE – CONTRACTOR MAINTENANCE
Contractor shall perform maintenance on roads listed in Contract Clause C-050.1 CONTRACTOR ROAD MAINTENANCE AND REPAIR in accordance with FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS.

2-4 PASSAGE OF LIGHT VEHICLES
Contractor shall maintain road(s) in a condition that will allow the passage of light administrative vehicles.
SECTION 3 – CLEARING, GRUBBING, AND DISPOSAL

3-5 CLEARING
Contractor shall fall all vegetative material larger than 2 inches DBH or over 5 feet high between the marked right-of-way boundaries, or if not marked in the field, between the clearing limits specified on the TYPICAL SECTION SHEET. Clearing must be completed before starting excavation and embankment.

3-8 PROHIBITED DECKING AREAS
Contractor shall not deck right-of-way timber in the following areas:
- Within the grubbing limits.
- Within 50 feet of any stream.
- In locations that interfere with the construction of the road prism.
- In locations that impede drainage.
- On slopes greater than 45%.
- Against standing trees unless approved by the Contract Administrator.

3-10 GRUBBING
Contractor shall remove all stumps between the grubbing limits specified on the TYPICAL SECTION SHEET. Contractor shall also remove stumps with undercut roots outside the grubbing limits. Grubbing must be completed before starting excavation and embankment.

3-12 STUMP PLACEMENT
Contractor shall place grubbed stumps outside of the grubbing limits and in compliance with all other clauses in this road plan. Stumps must be positioned upright on stable locations.

3-20 ORGANIC DEBRIS DEFINITION
Organic debris is defined as all components of a tree that remain as by-products after the manufacture of logs, including but not limited to tree tops, branches, limbs, needles, leaves, and stumps that are larger than one cubic foot in volume within the clearing limits as shown on the TYPICAL SECTION SHEET.

3-21 DISPOSAL COMPLETION
Contractor shall remove organic debris from the road surface, ditchlines, and culvert inlets and outlets. Contractor shall complete all disposal of organic debris before timber haul.
3-23  **PROHIBITED DISPOSAL AREAS**
Contractor shall not place organic debris in the following areas:
- Within 25 feet of a cross drain culvert.
- Within 50 feet of a live stream, or wetland.
- On road subgrades, or excavation and embankment slopes.
- On slopes greater than 45%.
- Within the operational area for cable landings where debris may shift or roll.
- On locations where brush can fall into the ditch or onto the road surface.
- Against standing timber.

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

3-25  **SCATTERING ORGANIC DEBRIS**
Contractor shall scatter organic debris outside of the grubbing limits or in natural openings unless otherwise detailed in this road plan. Where natural openings are unavailable or restrictive, alternate debris disposal methods are subject to the written approval of the Contract Administrator.

**SECTION 4 – EXCAVATION**

4-5  **CUT SLOPE RATIO**
Contractor shall construct excavation slopes no steeper than shown on the following table:

<table>
<thead>
<tr>
<th>Material Type</th>
<th>Excavation Slope Ratio</th>
<th>Excavation Slope Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Common Earth</td>
<td>1:1</td>
<td>100</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**
Contractor shall construct embankment slopes 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
Contractor shall construct excavation and embankment slopes to a uniform line and left rough for easier revegetation.

4-8 CURVE WIDENING
The minimum widening placed on the inside of curves is:
- 6 feet for curves of 50 to 79 feet radius.
- 4 feet for curves of 80 to 100 feet radius.

4-22 TURNAROUNDS
Contractor may construct optional turnarounds. Optional Turnarounds must be no larger than 30 feet long and 30 feet wide. Locations are subject to written approval by the Contract Administrator.

4-25 DITCH CONSTRUCTION AND RECONSTRUCTION
Contractor shall reconstruct ditches into the subgrade as specified on the TYPICAL SECTION SHEET. Ditches must be constructed concurrently with construction of the subgrade.

4-28 DITCH DRAINAGE
Ditches must drain to cross-drain culverts or ditchouts.

4-29 DITCHOUTS
Contractor shall construct ditchouts as needed. Ditchouts must be constructed in a manner that diverts ditch water onto the forest floor and must have excavation backslopes no steeper than a 1:1 ratio.

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

4-36 DISPOSAL OF WASTE MATERIAL
Contractor may sidecast waste material on side slopes up to 45% if the waste material is compacted and free of organic debris.

4-38 PROHIBITED WASTE DISPOSAL AREAS
Contractor shall not deposit waste material in the following areas:
- Within 25 feet of a cross drain culvert.
- Within 100 feet of a live stream or wetland.
- On side slopes steeper than 45%.
- In locations that interfere with the construction of the road prism.
- In locations that impede drainage.
- Against standing timber.
4-55 ROAD SHAPING
Contractor shall shape the subgrade and surface as shown on the TYPICAL SECTION SHEET. The subgrade and surface shape must ensure runoff in an even, un-concentrated manner, and must be uniform, firm, and rut-free.

4-60 FILL COMPACTION
Contractor shall compact all embankment and waste material in accordance with the COMPACTION LIST by routing equipment over the entire width of each lift.

4-61 SUBGRADE COMPACTION
Contractor shall compact reconstructed subgrades in accordance with the COMPACTION LIST by routing equipment over the entire width. Contractor shall obtain written approval from the Contract Administrator for subgrade compaction before rock placement.

SECTION 6 – ROCK AND SURFACING

6-5 ROCK FROM COMMERCIAL SOURCE
Rock used in accordance with the quantities on the ROCK LIST shall be obtained from any commercial source at the Contractor's expense. Rock sources are subject to written approval by the Contract Administrator before their use.

6-23 ROCK GRADATION TYPES
Contractor shall provide or manufacture rock in accordance with the types and amounts listed in the ROCK LIST. Rock must meet the following specifications for gradation and uniform quality when placed in hauling vehicles or during manufacture and placement into a stockpile.

6-33 3-INCH MINUS CRUSHED ROCK
% Passing 3” square sieve 100%
% Passing 1½” square sieve 55 - 75%
% Passing U.S. #4 sieve 15 - 45%
Of the fraction passing the No. 4 sieve, 40% to 60% must pass the No. 10 sieve.

6-57 ROCK MEASUREMENT BY TRUCK SCALE
Measurement of the 3-INCH MINUS CRUSHED ROCK is on scaled truck weight. Contractor shall provide scaled weight using a commercial scale. Contractor shall provide the Contract Administrator with all scale sheets.
6-59 WEIGHT PER CUBIC YARD MEASUREMENT
At the start of operations, a weight per cubic yard will be calculated as follows:
a) Measure the box of a truck to be used for rock haul.
b) Weigh the truck for tare weight at a state certified platform scale.
c) Flatten off a load of rock in the truck and calculate its exact volume in cubic yards.
d) Weigh the truck for gross weight at a state certified platform scale.
e) Divide the net weight of the load by the volume calculated in step c.

Calculated conversion factors will be valid for no more than 30 days or until rock density or moisture changes significantly, as determined by the Contract Administrator.

6-70 APPROVAL BEFORE ROCK APPLICATION
Contractor shall obtain written approval from the Contract Administrator for subgrade compaction before rock application.

6-71 ROCK APPLICATION
The Contract Administrator will direct locations for rock that is to be applied as spot patching.

6-75 OPTIONAL ROCK EXCEPTION
On the following roads, if hauling takes place from May 1 to September 30, Contractor may provide and place less rock than shown on the ROCK LIST, when approved in writing by the Contract Administrator.

<table>
<thead>
<tr>
<th>Road</th>
<th>Stations</th>
</tr>
</thead>
<tbody>
<tr>
<td>A-110</td>
<td>0+00 to 16+00</td>
</tr>
</tbody>
</table>

SECTION 7 – STRUCTURES

7-70 GATE CLOSURE
On the following road(s), Contractor shall keep gates closed and locked except during periods of haul.

<table>
<thead>
<tr>
<th>Road</th>
<th>Station</th>
</tr>
</thead>
<tbody>
<tr>
<td>A-110</td>
<td>0+98</td>
</tr>
</tbody>
</table>

SECTION 8 – EROSION CONTROL

8-2 PROTECTION FOR EXPOSED SOIL
Contractor shall provide and evenly spread a 4-inch layer of straw to all exposed soils within 50 feet of a stream or wetland. Soils may not sit exposed during any rain event.
SECTION 9 – POST-HAUL ROAD WORK

9-21 ROAD ABANDONMENT
Contractor shall abandon the following roads before the termination of this contract.

<table>
<thead>
<tr>
<th>Road</th>
<th>Stations</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>A-110</td>
<td>3+85 to 16+00</td>
<td>Light</td>
</tr>
</tbody>
</table>

9-22 LIGHT ABANDONMENT
- Rip the surface to a minimum depth of 10 inches.
- Construct non-drivable waterbars according to the attached NON-DRIVABLE WATERBAR DETAIL with a maximum spacing of 100.
- Skew waterbars at least 30 degrees from perpendicular to the road centerline on roads in excess of 3 percent grade.
- Key waterbars into the cut-slope to intercept the ditch. Waterbars must be outsloped to provide positive drainage. Outlets must be on stable locations.
- Scatter woody debris onto abandoned road surfaces.
- As directed by the Contract Administrator, place minimum of four 2.5’ x 2.5’ x 5’ concrete ecology blocks, with lifting lugs removed to block vehicle access.
Cuts and Fills
- Maintain slope lines to a stable gradient compatible with the cut slope/fill slope ratios. Remove slides from ditches and the roadway. Repair fill-failures, in accordance with Clause 4-6 EMBANKMENT SLOPE RATIO, 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, shape and compact the road surface, turnouts, and shoulders to the original shape on the TYPICAL SECTION SHEET to provide a smooth, rut-free traveled surface and maintain surface water runoff in an even, unconcentrated manner.
- Blading shall not undercut the backslope or cut into geotextile fabric on the road.
- If required by the Contract Administrator, water shall be applied as necessary to control dust and retain fine surface rock.
- Surface material shall not be bladed off the roadway. Replace surface material when lost or worn away, or as directed by the Contract Administrator.
- Remove shoulder berms, created by grading, to facilitate drainage, except as marked or directed by the Contract Administrator.
- For roads with geotextile fabric: spread surface aggregate to fill in soft spots and wheel ruts (barrel spread) to prevent damage to the geotextile fabric.

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

Termination of Use or End of Season
- At the conclusion of logging operations, ensure all conditions of these specifications have been met.

Debris
- Remove fallen timber, limbs, and stumps from the slopes, roadway, ditchlines, and culvert inlets.
ROAD CROSS-SECTION
(not to scale)

TYPICAL SECTION SHEET

<table>
<thead>
<tr>
<th>Road Number</th>
<th>From Station</th>
<th>To Station</th>
<th>Tolerance Class</th>
<th>Road Width (ft)</th>
<th>Ditch Width (ft)</th>
<th>Ditch Depth (ft)</th>
<th>Crown @ CL (in)</th>
<th>Grubbing Limits (ft)</th>
<th>Clearing Limits (ft)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A-110</td>
<td>0+00</td>
<td>16+00</td>
<td>C</td>
<td>12</td>
<td>3</td>
<td>1</td>
<td>4</td>
<td>1</td>
<td>1</td>
</tr>
</tbody>
</table>

ROCK LIST

3-INCH MINUS CRUSHED ROCK

<table>
<thead>
<tr>
<th>Number</th>
<th>Location</th>
<th>C.Y. Subtotal</th>
</tr>
</thead>
<tbody>
<tr>
<td>A-110</td>
<td>Spot Rock</td>
<td>50</td>
</tr>
</tbody>
</table>

OPTIONAL CRUSHED ROCK: ___ 50 CY

COMPACCTION LIST

<table>
<thead>
<tr>
<th>Type</th>
<th>Max Depth Per Lift (inches)</th>
<th>Equipment Type</th>
<th>Equipment Weight (lbs)</th>
<th>Minimum Number of Passes</th>
<th>Maximum Operating Speed (mph)</th>
<th>Maximum Amount of Deflection (inches)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subgrade</td>
<td>12</td>
<td>Vibratory Smooth Drum</td>
<td>14,000</td>
<td>4</td>
<td>3</td>
<td>2</td>
</tr>
<tr>
<td>Fill/Waste Area</td>
<td>24</td>
<td>Excavation</td>
<td>28,000</td>
<td>-</td>
<td>-</td>
<td>4</td>
</tr>
</tbody>
</table>
**SUMMARY - Road Development Costs**

**REGION:** Pacific Cascade  
**DISTRICT:** St. Helens  

**SALE/PROJECT NAME:** NI3 SORTS  
**AGREEMENT #:** 30-099137

---

**ROAD NUMBERS:**  
Optional: 5+00 to 16+00  
Required: 0+00 to 5+00

---

**ROAD STANDARD:**  
<table>
<thead>
<tr>
<th>Construction</th>
<th>Reconstruction</th>
<th>Maintenance</th>
</tr>
</thead>
</table>

---

**NUMBER OF STATIONS:**  
0.00 | 16.00 | 0.00

---

**CLEARING & GRUBBING, EXCAVATION AND FILL, MISC.:**  
$0.00 | $2,979.56 | $0.00

---

**ROAD ROCK:**  
Optional: $0.00 | $2,047.50 | $0.00  
Required: $0.00 | $0.00 | $0.00  
Total: $0.00 | $2,047.50 | $0.00

---

**STOCKPILE:**  
- | - | $0.00

---

**CULVERTS AND FLUMES:**  
$0.00 | $0.00 | $0.00

---

**STRUCTURES:**  
- | - | -

---

**MOBILIZATION:**  
$0.00 | $2,762.60 | $0.00

---

**TOTAL COSTS:**  
$0.00 | $7,789.66 | $0.00

---

**COST PER STATION:**  
$0 | $487 | $0

---

**ROAD DEACTIVATION & ABANDONMENT COSTS:**  
$0.00 | $1,358.28 | $0

---

**TOTAL (All Roads) =** $9,147.94  
**TOTAL (Minus Optional Rock) =** $7,100.44

Profit and Risk costs are accounted on an individual basis.
### SUMMARY OF ROAD

**Sale:**  
*NI3 SORTS*

**Road:**  
*A-110*

<table>
<thead>
<tr>
<th>Required Pre-Haul Maintenance-</th>
<th>Required Reconstruction -</th>
<th>Required Construction -</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.00 stations</td>
<td>5+00 stations</td>
<td>0.00 stations</td>
</tr>
<tr>
<td>miles</td>
<td>0.09 miles</td>
<td>miles</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Required Abandonment-</th>
<th>Optional Reconstruction-</th>
<th>Optional Construction-</th>
</tr>
</thead>
<tbody>
<tr>
<td>12+15 stations</td>
<td>11+00 stations</td>
<td>0.00 stations</td>
</tr>
<tr>
<td>0.23 miles</td>
<td>0.21 miles</td>
<td>miles</td>
</tr>
</tbody>
</table>

### RECONSTRUCTION

#### CLEARING/GRUBBING
- Scattering Organic Debris  
  - 16.00 sta @ $115.00 per sta = $1840.00

#### EXCAVATION
- Pull and clean ditch-  
  - 16.00 stations @ $31.85 per station = $509.60
- Grade and shape subgrade -  
  - 16.00 stations @ $11.00 per station = $176.00

#### MISC.
- Roll subgrade w/ vibratory roller prior to rocking -  
  - 16.00 stations @ $9.09 per station = $145.44
- Reconstruct turnaround @ sta. -  
  - 2.00 @ $96.93 each = $193.86

**TOTAL CLEARING, GRUBBING, EXCAVATION, FILL, and MISC.** $2,979.56

#### ROCK
- Spot Rock  
  - 0+00 50 cy. of Crushed @ $40.95 per c.y. = $2,047.50

**TOTAL ROCK** $2,047.50

#### ABANDONMENT
- Construct waterbar -  
  - 16.00 @ $57.33 each = $917.28
- Ecology Blocks  
  - 4.00 @ $40.00 each = $160.00
- Transport Ecology Blocks  
  - 1.00 hrs @ $109.00 total = $109.00
- Install Ecology Blocks  
  - 1.00 hrs @ $172.00 total = $172.00

**TOTAL ABANDONMENT** $1,358.28

**SUBTOTAL** $6,385.34

Optional Rock?  
**YES**

**TOTAL** $6,385.34

**COST PER STATION** $399.08
**ROCK DEVELOPMENT COST SUMMARY**

Pit: Commercial  
Sale: NI3 SORTS  
Location: 
Road: 50 c.y.  
Swell: N/A  
Stockpile:  
Shrinkage: N/A  
Total Truck Loads: 50 c.y.  
Drill Pct.: N/A  
In Place Total: N/A

Base Cost = $9.75 Per Cu.Yd.

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A-110 Spot Rock</td>
<td>$30.20</td>
<td>$1.00</td>
<td>$9.75</td>
<td>$40.95</td>
<td>50</td>
<td>15</td>
<td>118010</td>
<td>$2,047.50</td>
</tr>
<tr>
<td>Total C.Y.</td>
<td>50</td>
<td>Sub Total</td>
<td>$2,047.50</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL ROCKING COSTS $2,047.50
## Road Building Move-In Calculations

Sale: **NI3 SORTS**

### LOWBOY HAUL (Round Trip)

<table>
<thead>
<tr>
<th>DIST. (mi)</th>
<th>ROADWAY</th>
<th>AVE SPEED (mph)</th>
</tr>
</thead>
<tbody>
<tr>
<td>80.0</td>
<td>Highway</td>
<td>50</td>
</tr>
<tr>
<td></td>
<td>County/ Mainline</td>
<td>25</td>
</tr>
<tr>
<td></td>
<td>Steep Grades</td>
<td>10</td>
</tr>
</tbody>
</table>

### Equipment Move-In Costs

<table>
<thead>
<tr>
<th>No.</th>
<th>EQUIPMENT DESCRIPTION</th>
<th>Move in Cost</th>
<th>Pilot Cars</th>
<th>Move Mileage ($/mile)</th>
<th>Begin Mileage</th>
<th>End Mileage</th>
<th>Total Miles</th>
<th>Total Area Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Graders</td>
<td>$525.00</td>
<td>$12.50</td>
<td>0.00</td>
<td>0</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$525.00</td>
</tr>
<tr>
<td>1</td>
<td>Rollers &amp; Compactors</td>
<td>$525.00</td>
<td>$12.50</td>
<td>0.00</td>
<td>0</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$525.00</td>
</tr>
<tr>
<td>2</td>
<td>Excavators (Med.)</td>
<td>$525.00</td>
<td>$12.50</td>
<td>0.00</td>
<td>0</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$1,050.00</td>
</tr>
<tr>
<td>1</td>
<td>Tractors (D6)</td>
<td>$457.80</td>
<td>$10.90</td>
<td>0.00</td>
<td>0</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$457.80</td>
</tr>
</tbody>
</table>

**TOTAL MOVE-IN COSTS: $2,762.60**
**WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES**

**FOREST EXCISE TAX ROAD SUMMARY SHEET**

*Region: Pacific Cascade*

*Timber Sale Name: NI3 Sorts*

*Application Number: 30-099137*

### EXCISE TAX APPLICABLE ACTIVITIES

<table>
<thead>
<tr>
<th>Activity</th>
<th>Linear Feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction</td>
<td></td>
</tr>
<tr>
<td>Road to be constructed (optional and required) but not abandoned</td>
<td></td>
</tr>
<tr>
<td>Reconstruction</td>
<td>385</td>
</tr>
<tr>
<td>Road to be reconstructed (optional and required) but not abandoned</td>
<td></td>
</tr>
<tr>
<td>Abandonment</td>
<td></td>
</tr>
<tr>
<td>Abandonment of existing roads not reconstructed under the contract</td>
<td></td>
</tr>
<tr>
<td>Decommission</td>
<td></td>
</tr>
<tr>
<td>Road to be made undriveable but not officially abandoned.</td>
<td></td>
</tr>
<tr>
<td>Pre-Haul Maintenance</td>
<td></td>
</tr>
<tr>
<td>Existing road to receive maintenance work (optional and required) prior to haul</td>
<td></td>
</tr>
</tbody>
</table>

### EXCISE TAX EXEMPT ACTIVITIES

<table>
<thead>
<tr>
<th>Activity</th>
<th>Linear Feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>Temporary Construction</td>
<td></td>
</tr>
<tr>
<td>Roads to be constructed (optional and required) and then abandoned</td>
<td></td>
</tr>
<tr>
<td>Temporary Reconstruction</td>
<td>1215</td>
</tr>
<tr>
<td>Roads to be reconstructed (optional and required) and then abandoned</td>
<td></td>
</tr>
</tbody>
</table>

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

(Revised 9/18)