

## TIMBER NOTICE OF SALE

SALE NAME: Q CHILLAXIN

## AGREEMENT NO: 30-104207

AUCTION:	September 26, 2023 starting at 10:00 a.m., Northeast Region Office, Colville, WA				
SALE LOCATION:	Sale located approximately 13 miles west of Okanogan, WA.				
PRODUCTS SOLD AND SALE AREA:	All green conifer species except for leave trees banded with blue paint and all standing snags excluding ponderosa pine, except for two standing snags per acre In Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11				
	All forest products above located on part(s) of Sections 18, 19, 20, 29, 30 and 31 all in Township 33 North, Range 24 East, W.M., containing 602 acres, more or less.				
CERTIFICATION:	This sale is certified under the Sustainable Forestry Initiative® program Standard (cert no: PwC-SFIFM-513)				

#### ESTIMATED SALE VOLUMES AND QUALITY:

Species	Avg R DBH Co		Р	SM	М 1S	BF by 2S	Grade 3S	4S	5S	6S	UT
Douglas fir Ponderosa pine Larch Lodgepole Sale Total	13.8 13.3 12.2 14.4	2,641 2,034 39 8 4,722				480 1	,764 28 6	397 157 11 2	1,877		
MINIMUM BI	D:	\$412,000.00			BID	MET	HOD:	S	Sealed B	ids	
PERFORMAN SECURITY:	ICE	\$82,400.00			SAL	E TY	PE:	Ι	Lump Su	ım	
EXPIRATION	DATE:	October 31, 2025 ALLOCATION: Export Restr				estrict	ed				
BID DEPOSIT	:	\$41,200.00 or Bid Bond. Said deposit shall constitute an opening bid at the appraised price.				opraised					
HARVEST MI	ETHOD:	Track skidder, Rubber tired skidder, Ground based equipment, and Dozer. Falling and Yarding will not be permitted from March 1 to May 1 unless authorized in writing by the Contract Administrator due to spring breakup.									
ROADS:		38.31 stations of required construction. 785.08 stations of required prehaul maintenance. 33.14 stations of abandonment. Road construction will not be permitted from November 1 to May 1 unless authorized in writing by the Contract Administrator due to frozen conditions and spring breakup. The hauling of forest products will not be permitted from March 1 to May 1 unless authorized in writing by the Contract Administrator due to spring breakup.									
ACREAGE DETERMINATION											

**CRUISE METHOD:** Acreage determined using GPS methods. Acreage shown above is net harvest acres in harvest units. Ponderosa pine and western redcedar: 8.0 - 17.5 inches dbh has a minimum

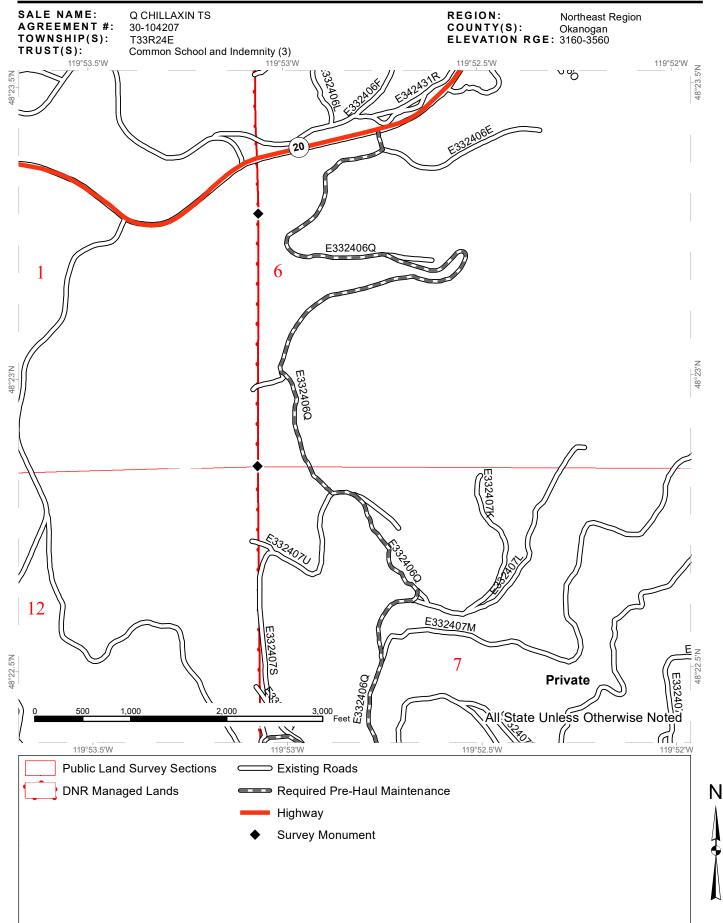


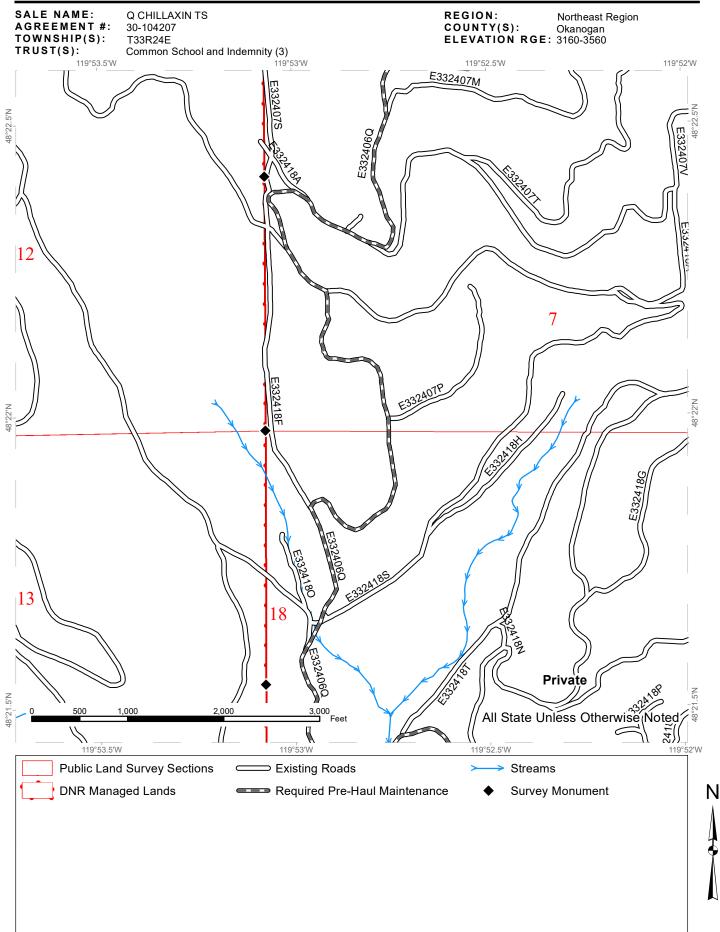
#### TIMBER NOTICE OF SALE

top of 4.6 inch dib. All other species: 7.0 - 17.5 inches dbh has minimum top of 4.6 inch dib. All species 17.6 inches and greater dbh have a minimum top dib of 40% of dob at 16 feet or a 6 inch top whichever is greater.

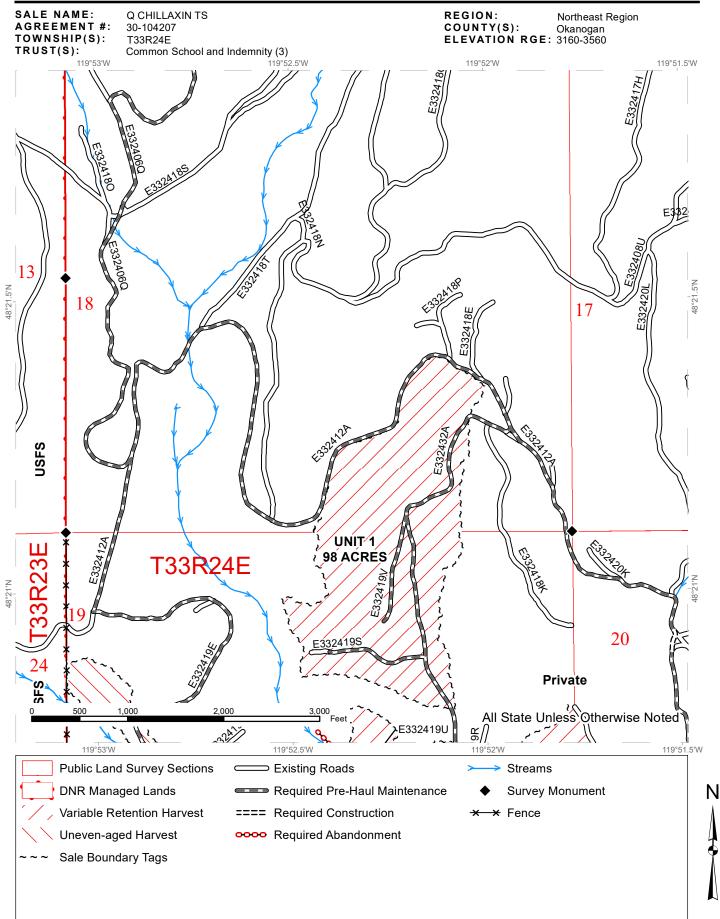
**FEES:** \$80,274.00 is due on day of sale. \$9.00 per MBF is due upon removal. These are in addition to the bid price.

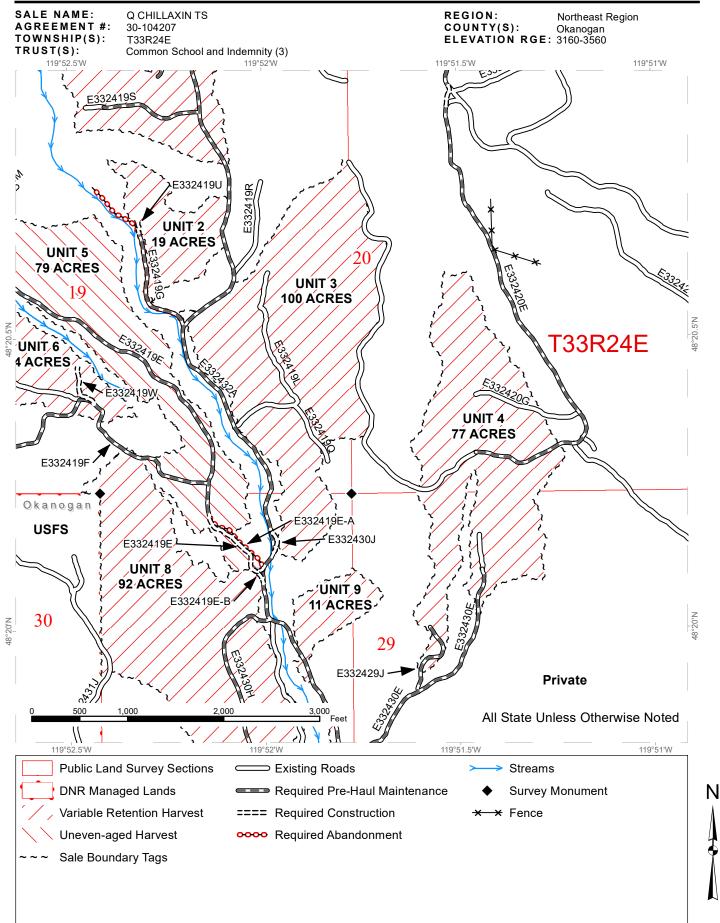
**SPECIAL REMARKS:** Whole tree yarding is required in all units.

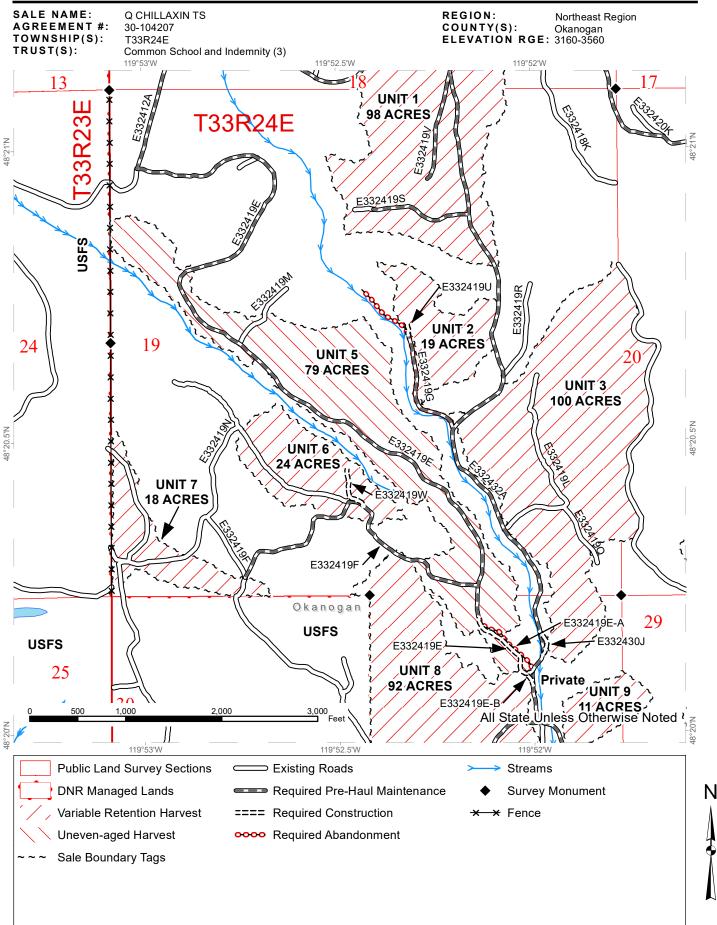


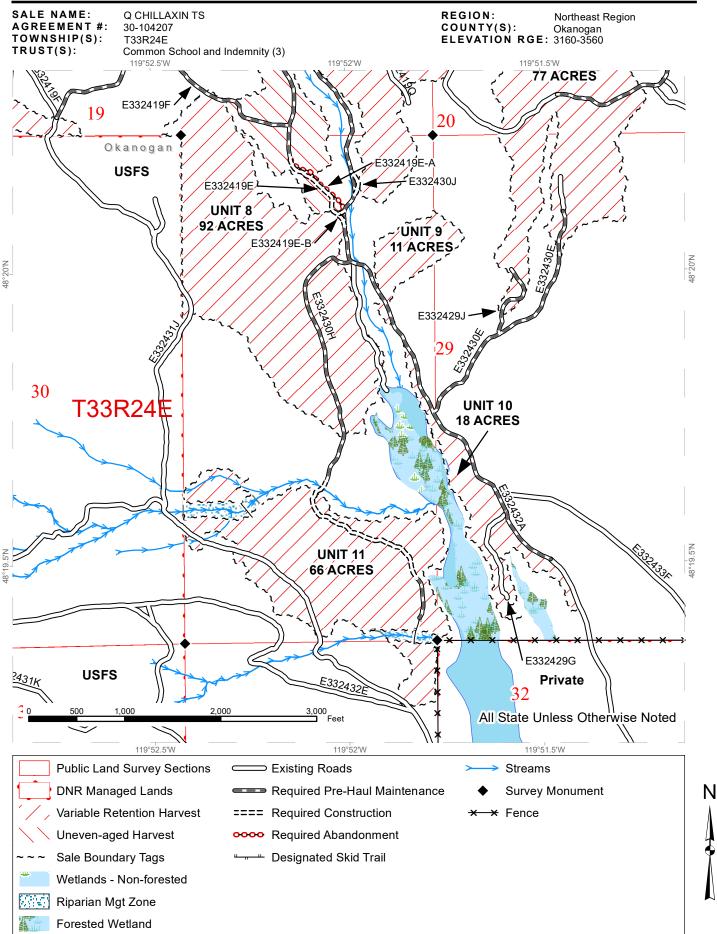


Prepared By: rmil490



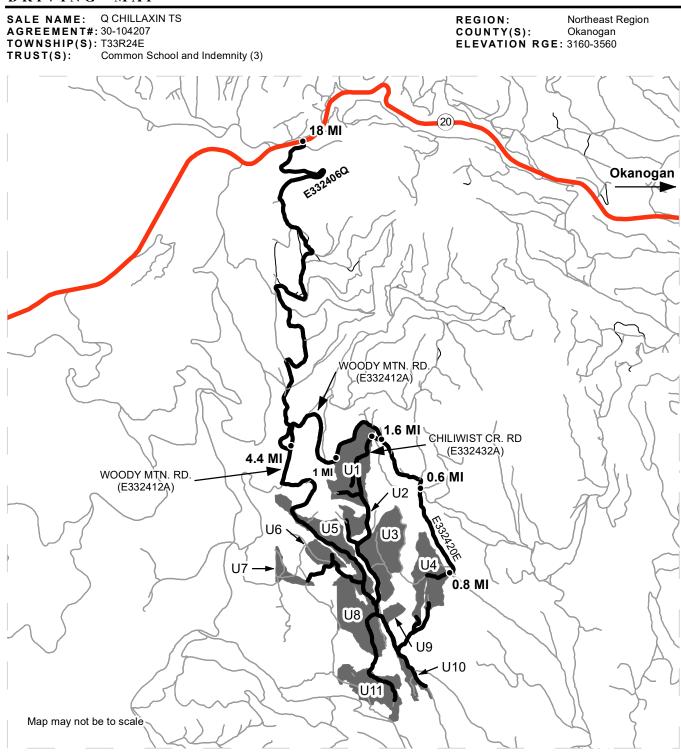


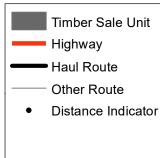




Prepared By: rmil490

#### **DRIVING MAP**





#### DRIVING DIRECTIONS:

From Okanogan, travel approximately 18 miles west on State Route 20 to DNR road E332406Q on south side of highway at the gate just east of the Loup Loup summit. Turn south off of State Route 20 and go through the gate. Follow the road to the right and proceed approximately 4.4 miles to Woody Mtn. Rd (E332412A) Continue left on Woody Mtn. Rd for 1.6 miles. Take a right on Chiliwist Cr Rd (E332432A) and travel 0.1 miles to reach Unit 1. Units 2, 3, 5, 6, 7, 8, 9, 10, 11 may be accessed by continuing on Chiliwist Cr Rd and secondary roads in this area. To access Unit 4 from the intersection of the Woody Mtn. and Chiliwist Cr Roads travel southeast on Woody Mtn. Rd for 0.6 Miles. Turn right onto road E332420E and travel 0.8 miles to reach Unit 4.

Prepared By: rmil490

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## STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES

## BILL OF SALE AND CONTRACT FOR FOREST PRODUCTS

## Export Restricted Lump Sum AGREEMENT NO. 30-0104207

## SALE NAME: Q CHILLAXIN

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

Section G: General Terms

#### G-001 Definitions

The following definitions apply throughout this contract;

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

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

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

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

## DRAFT

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

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

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

G-011 Right to Remove Forest Products and Contract Area

Purchaser was the successful bidder on September 26, 2023 and the sale was confirmed on \_\_\_\_\_\_\_. The State, as owner, agrees to sell to Purchaser, and Purchaser agrees to purchase as much of the following forest products as can be cut and removed during the term of this contract: All green conifer species except for leave trees banded with blue paint and all standing snags excluding ponderosa pine, except for two standing snags per acre In Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11

All forest products above located on approximately 602 acres on part(s) of Sections 18, 19, 20, 29, 30, and 31 all in Township 33 North, Range 24 East W.M. in Okanogan County(s) as designated on the sale area and as shown on the attached timber sale map.

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

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

G-020 Inspection By Purchaser

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

G-031 Contract Term

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

#### G-040 Contract Term Adjustment - No Payment

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

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

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

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

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

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

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

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

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

- e. Payment of \$285.00 per acre per annum for the acres on which an operating release has not been issued .
- f. In no event will the extension charge be less than \$200.00.
- g. Extension payments are non-refundable.
- G-053 Surveys Sensitive, Threatened, Endangered Species

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

G-060 Exclusion of Warranties

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

- a. The MERCHANTABILITY of the forest products. The use of the term "merchantable" in any document is not intended to vary the foregoing.
- b. The CONDITION of the forest products. The forest products will be conveyed "AS IS."
- c. The ACREAGE contained within any sale area. Any acreage descriptions appearing in the timber notice of sale, timber sale contract, or other documents are estimates only, provided solely for administrative and identification purposes.
- d. The VOLUME, QUALITY, OR GRADE of the forest products. The State neither warrants nor limits the amount of timber to be harvested. The descriptions of the forest products to be conveyed are estimates only, made solely for administrative and identification purposes.
- e. The CORRECTNESS OF ANY SOIL OR SURFACE CONDITIONS, PRE-SALE CONSTRUCTION APPRAISALS, INVESTIGATIONS, AND ALL OTHER PRE-BID DOCUMENTS PREPARED BY OR FOR THE STATE. These documents have been prepared for the State's appraisal purposes only.
- f. THAT THE SALE AREA IS FREE FROM THREATENED OR ENDANGERED SPECIES or their habitat. The State is not responsible for any interference with forestry operations that result from the presence of any threatened or endangered species, or the presence of their habitat, within the sale area.

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

#### G-061 Inadvertent Discovery of Cultural Resources

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

G-064 Permits

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

#### G-065 Regulatory Disclaimer

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

- G-066 Governmental Regulatory Actions
  - a. Risk

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

b. Sale Area

## DRAFT

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

- i. RCW 79.15.140 shall govern all adjustments to the contract area.
- c. Adjustment of Price

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

G-070 Limitation on Damage

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

G-080 Scope of State Advice

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

G-091 Sale Area Adjustment

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

reduced. The State shall calculate the reduction to the total contract price using the rates set forth in clause G-101, G-102, or G-103.

G-102 Forest Products Not Designated

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

The pricing schedule has not been set for the sale.

G-111 Title and Risk of Loss

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

G-116 Sustainable Forestry Initiative® (SFI) Certification

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

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

G-120 Responsibility for Work

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

G-121 Exceptions

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

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

## DRAFT

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

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

- Failure of (a) required improvements or roads designated in clause C-050, or (b) required or optional construction completed to the point that authorization to haul has been issued;
- 2. Caused by a single event from forces beyond the control of Purchaser, its employees, agents, or invitees, including independent contractors; and
- 3. Includes, but is not limited to natural disasters such as earthquakes, volcanic eruptions, landslides, and floods.

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

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

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

## G-140 Indemnity

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

G-150 Insurance

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

All insurance and surety bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

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

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

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

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

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

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

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

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

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

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

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

Workers' Compensation Coverage. Purchaser shall comply with all State of Washington workers' compensation statutes and regulations. Workers' compensation coverage shall be provided for all employees of Purchaser and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which exists out of or in connection with the performance of this contract. Except as prohibited by law, Purchaser waives all rights of subrogation against State for recovery of damages to the extent they are covered by workers' compensation, employer's liability, commercial general liability, or commercial umbrella liability insurance. If Purchaser, subcontractor or sub-subcontractor fails to comply with all State of Washington workers' compensation statutes and regulations and State incurs fines or is required by law to provide benefits to or obtain coverage for such employees, Purchaser shall indemnify State. Indemnity shall include all fines, payment of benefits to Purchaser or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees.

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

#### G-160 Agents

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

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

G-170 Assignment and Delegation

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

G-180 Modifications

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

G-190 Contract Complete

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

## G-200 Notice

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

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

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

- G-210 Violation of Contract
  - a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend those operations in violation. If the violation is capable of being remedied, Purchaser has 30 days after receipt of a suspension notice to remedy the violation. If the violation cannot be remedied (such as a violation of WAC 240-15-015) or Purchaser fails to remedy the violation within 30 days after receipt of a suspension notice, the State may terminate the rights of Purchaser under this contract and collect damages.
  - b. If the contract expires pursuant to clause G-030 or G-031 without Purchaser having performed all its duties under this contract, Purchaser's right to operate is terminated and Purchaser shall not have the right to remedy the breach. This provision shall not relieve Purchaser of any payment obligations.
  - c. The State has the right to remedy the breach in the absence of any indicated attempt by Purchaser or if Purchaser is unable, as determined by the State, to remedy the breach. Any expense incurred by the State shall be charged to Purchaser and shall be paid within 30 days of receipt of billing.
  - d. If Purchaser's violation is a result of a failure to make a payment when due, in addition to a. and b. above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due.

## G-220 State Suspends Operations

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

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

## DRAFT

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

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

G-230 Unauthorized Activity

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

G-240 Dispute Resolution

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

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

#### G-250 Compliance with All Laws

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

## G-260 Venue

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

G-270 Equipment Left on State Land

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

## G-280 Operating Release

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

#### G-310 Road Use Authorization

Purchaser is authorized to use the following State roads and roads for which the State has acquired easements and road use permits; E332406Q, E332412A, E332419E, E332419E-B, E332419F, E332419G, E332419L, E332419S, E332419U, E332419V, E332419W, E332420E, E332429J, E332430E, E332430H, E332430J, E332432A and E332419E-A. The State may authorize in writing the use of other roads subject to fees, restrictions, and prior rights.

#### G-320 Erosion Control

Purchaser shall deliver 450 pounds of grass seed to a location designated by the Contract Administrator. Seed provided shall meet the following specifications.

40% Hard Fescue, 40% Streambank Wheatgrass, 20% Intermediate Wheatgrass Seed shall be certified weed free, premixed and delivered to the Omak Work Center in 50 pound bags clearly labeled with the timber sale name on each bag.

#### G-330 Pre-work Conference

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

the plan of operations is adequate for Purchaser's purposes or complies with applicable laws.

G-340 Preservation of Markers

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

G-360 Road Use Reservation

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

G-370 Blocking Roads

Purchaser shall not block the E332406Q, E332412A, E332419E, E332419E-B, E332419F, E332419G, E332419L, E332419S, E332419U, E332419V, E332419W, E332420E, E332429J, E332430E, E332430H, E332430J and E332432A, unless authority is granted in writing by the Contract Administrator.

G-430 Open Fires

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

G-450 Encumbrances

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

DATA MISSING

Section P: Payments and Securities

P-011 Initial Deposit

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

#### P-020 Payment for Forest Products

Purchaser agrees to pay the total, lump sum contract price of \$122,772.00. The total contract price consists of a \$0.00 contract bid price plus \$122,772.00 in fees. Fees collected shall be retained by the state unless the contract is adjusted via the G-066 clause. Purchaser shall be liable for the entire purchase price, and will not be entitled to any refunds or offsets unless expressly stated in this contract.

## THE PURCHASE PRICE SHALL NOT BE AFFECTED BY ANY FACTORS,

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

P-045 Guarantee of Payment

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

P-050 Billing Procedure

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

P-080 Payment Account Refund

Advance payments made under P-045 or P-045.2 remaining on account above the value for the charges shall be returned to Purchaser within 30 days following the final report of charges. Refunds not made within the 30 day period will accrue interest at the interest rate, as established by WAC 332-100-030, computed on a daily basis until paid.

P-090 Performance Security

Purchaser agrees to furnish, within 30 days of the confirmation date, security acceptable to the State in the amount of \$82,400.00. The Security provided shall guarantee performance of all provisions of this contract and payment of any damages caused by operations under this contract or resulting from Purchaser's noncompliance with any rule or law. Acceptable performance security may be in the form of a performance bond, irrevocable letter of credit, cash, savings or certificate of deposit account assignments, and must name the State as the obligee or beneficiary. A letter of credit must comply with Title 62A RCW, Article 5. Performance security must remain in full force over the duration of the contract length. Surety bonds issued shall conform to the issuance and rating requirements in clause G-150. The State shall retain the performance security has been accepted by the State. If at any time the State decides that the security document or amount has become unsatisfactory, Purchaser

agrees to suspend operations and, within 30 days of notification, to replace the security with one acceptable to the State or to supplement the amount of the existing security.

P-100 Performance Security Reduction

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

- Section H: Harvesting Operations
- H-001 Operations Outside the Sale Boundaries

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

H-010 Cutting and Yarding Schedule

Falling and Yarding will not be permitted from March 1 to May 1 in all units unless authorized in writing by the Contract Administrator.

H-013 Reserve Tree Damage Definition

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

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

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

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

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

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

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

H-015 Skid Trail Requirements

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

## DRAFT

Purchaser shall comply with the following during the yarding operation:

- a. Skid trails will not exceed 16 feet in width, including rub trees.
- b. Skid trails shall not cover more than 10 percent of the total acreage on one unit.
- c. Skid trail location will be pre-approved by the Contract Administrator.
- d. Except for rub trees, skid trails shall be felled and yarded prior to the felling of 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.

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

H-018 Temporary Stream Crossings

A temporary stream crossing is required to access two skid trails in Unit 11..

Purchaser shall comply with the following during the yarding operation:

- a. Adhere to the approved Hydraulic Permit Application (HPA) or Forest Practice Application (FPA) with approved hydraulic project work, if required, amend a current FPA or obtain a new FPA prior to commencing any new stream crossing construction.
- b. Location of the temporary stream crossing must be approved by the Contract Administrator.

- c. A temporary stream crossing shall not exceed 16 feet in width, including rub trees.
- d. Purchaser shall suspend operations during periods of wet weather when a high potential for sediment delivery into typed waters may occur.
- e. Temporary stream crossings shall be removed at the time of completion of yarding as required by the Contract Administrator.

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

H-035 Fall Trees Into Sale Area

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

H-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-051 Branding and Painting

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

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

H-060 Skid Trail Locations

Locations of skid trails must be marked by Purchaser and approved by the Contract Administrator prior to the felling of timber.

H-110 Stump Height

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

H-120 Harvesting Equipment

Forest products sold under this contract shall be harvested and removed using D6 equivalent or smaller ground skidding equipment and ground based harvesting

equipment. Authority to use other equipment or to operate outside the equipment specifications detailed above must be approved in writing by the State.

H-130 Hauling Schedule

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

H-140 Special Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

a. Whole tree yarding is required in all units.

b. Hand felling of trees may be necessary in some units.

c. Slash piled at landings shall be separated from the road prism.

d. If snow plowing occurs, berms shall be removed as designated by the Contract Administrator.

e. If the standing dead trees are removed, Purchaser shall leave two standing snags per acre from the larger diameter classes when safe to do so.

f. No operations associated with timber harvest, hauling or road work will be permitted within 1/2 mile of an active northern goshawk nest from March 1 to August 1 or later if young are still on the nest.

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

H-190 Completion of Settings

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

H-210 Log Length Hauling Restrictions

The maximum log length hauled from the sale area shall not exceed 42 feet unless otherwise approved in writing by the Contract Administrator.

H-220 Protection of Residual or Adjacent Trees

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

H-230 Tops and Limbs Outside the Sale Boundary

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

## H-260 Fall Leaners

Trees within all units that have been pushed over in falling or skidding operations shall be felled.

## Section C: Construction and Maintenance

C-040 Road Plan

Road construction and associated work provisions of the Road Plan for this sale, dated 12/6/2022 are hereby made a part of this contract.

C-050 Purchaser Road Maintenance and Repair

Purchaser shall perform work at their own expense on E332406Q, E332412A, E332419E, E332419E-B, E332419F, E332419G, E332419L, E332419S, E332419U, E332419V, E332419W, E332420E, E332429J, E332430E, E332430H, E332430J, E332432A and E332419E-A roads. All work shall be completed to the specifications detailed in the Road Plan.

C-080 Landing Locations Approved Prior to Construction

Landings shall be marked by Purchaser and approved by the Contract Administrator prior to construction.

C-090 Landing Location

Landings shall be built 50 feet off the E332406Q, E332412A, E332419E, E332419E-B, E332419F, E332419G, E332419L, E332419S, E332419U, E332419V, E332419W, E332420E, E332420E, E332430E, E332430H, E332430J and E332432A road(s).

C-130 Dust Abatement

Purchaser shall abate dust on the E332406Q, E332412A, E332419E, E332419E-B, E332419F, E332419G, E332419L, E332419S, E332419U, E332419V, E332419W, E332420E, E332429J, E332430E, E332430H, E332430J and E332432A roads used for hauling from May 1 to November 15.

C-140 Water Bars

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

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

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

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

S-010 Fire Hazardous Conditions

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

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

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

S-030 Landing Debris Clean Up

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

S-040 Noxious Weed Control

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

S-060 Pump Truck or Pump Trailer

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

S-070 Water Supply

Purchaser shall provide, during the "closed season", a water supply with a minimum capacity of 1000 gallons for rapid filling of pump trucks or trailers at a location designated by the Contract Administrator.

S-100 Stream Cleanout

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

S-120 Stream Protection

No timber shall be felled into, across, or yarded through any stream.

#### S-130 Hazardous Materials

a. Hazardous Materials and Waste - Regulatory Compliance

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

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

b. Hazardous Materials Spill Prevention

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

c. Hazardous Materials Spill Containment, Control and Cleanup

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

d. Hazardous Material Release Reporting

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

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

## -DNR Contract Administrator

S-131 Refuse Disposal

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

S-140 Fence Repair

Purchaser shall immediately repair all fence damage resulting from operations on this sale to an equal or better condition than existed at the time of sale.

- Section D: Damages
- D-013 Liquidated Damages or Failure to Perform

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

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

D-041 Reserve Tree Excessive Damage

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

## DRAFT

## SIGNATURES

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

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

STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES

Purchaser

Patrick Ryan Northeast Region Manager

Print Name

 Date:

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

STATE OF		)				
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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 \_\_\_\_\_



## WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES

# FOREST EXCISE TAX ROAD SUMMARY SHEET

**Region:** Northeast

Timber Sale Name: Q CHILLAXIN

Application Number: 30- 104207

## **EXCISE TAX APPLICABLE ACTIVITIES**

Construction:3,245linear feetRoad to be constructed (optional and required) but not abandoned

**Reconstruction:** 0 linear feet *Road to be reconstructed (optional and required) but not abandoned* 

Abandonment:2,728linear feetAbandonment of existing roads not reconstructed under the contract

**Decommission:** 0 linear feet *Road to be made undriveable but not officially abandoned.* 

Pre-Haul Maintenance:78,508linear feetExisting road to receive maintenance work (optional and required) prior to haul

## **EXCISE TAX EXEMPT ACTIVITIES**

<b>Temporary Construction:</b>	586	linear feet
Roads to be constructed (optional and required) a	nd	
then abandoned	0	linear feet
<b>Temporary Reconstruction:</b>		
Roads to be reconstructed (optional and required)	and	
then abandoned		

All parties must make their own assessment of the taxable or non-taxable status of any work performed under the timber sale contact. The Department of Revenue bears responsibility for determining forest road excise taxes. The Department of Natural Resources developed this form to help estimate the impact of forest excise taxes. However, the information provided may not precisely calculate the actual amount of taxes due. The Department of Revenue is available for consultation by calling 1.800.548.8829. (Revised 9/18)

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Conifer Ponderosa pine Lodgepole Larch Douglas fir Totals For Cor	hifer	8 39 2641 <b>4722</b> <b>4722</b>	0.20% 0.80% 55.90% <b>100.00%</b>	<b>Har</b> Vari Une	vest T able R ven-ag	ype etention Ha			91.7 8.28	2% 3%
Conifer Ponderosa pine Lodgepole Larch Douglas fir Totals For Cor Total	hifer	8 39 2641 <b>4722</b> <b>4722</b>	0.20% 0.80% 55.90% <b>100.00%</b>	<b>Har</b> Vari Une	vest T able R ven-ag	ype etention Ha			91.7 8.28	2% 3%
Conifer Ponderosa pine Lodgepole Larch Douglas fir Totals For Cor Total Trust Distribu	hifer tion Table	8 39 2641 <b>4722</b> <b>4722</b> e	0.20% 0.80% 55.90% <b>100.00%</b>	<b>Har</b> Vari Une	vest T able R ven-ag	ype etention Ha			91.7 8.28	2% 3%

# **DNR Timber Sale Trust Distribution Form**

### **Trust Levy Codes**

#### **Instructions:**

-

To ensure proper distribution of funds to the trust beneficiaries of this sale, the State Lands Assistant must review the data in NaturE and sign in the space provided below.

NaturE Data Reviewed by:

	X
(Print Name)	(Signature)
	Date:
	6

# **Trust Distribution Details**

## 24-Okanogan

Trust	Harvest Area	Volume
3	1	728.00
	2	108.00
	3	945.00
	4	460.00
	5	391.00
	6	183.00
	7	95.00
	8	726.00
	9	136.00
	10	311.00
	11	639.00
Total for 3		4722.00
Total For 24-	4722.00	
otal Volume		4722.00

## PRE-CRUISE NARRATIVE

Sale Name: <b>Q Chillaxin</b>	Region: Northeast
Agreement #: 104207	District: South Okanogan
Contact Forester: Steven Hanson Phone / Location: 509-322-8437	County(s): Choose a county, Okanogan
Alternate Contact: Jake Townsend Phone / Location: 509-429-0545	Other information: Click here to enter text.

Type of Sale: Lump Sum	
Harvest System: Ground based Click here to enter text.	100%
Harvest System: Select harvest system Click here to enter text.	Click here to enter percent sale acres.

#### UNIT ACREAGES AND METHOD OF DETERMINATION:

Unit #	Legal		sal	Ded		rom Gro rvest acr	ss Acres es)	cres	Acreage
Harve st R/W or RMZ WMZ	Description (Enter only one legal for each unit) Sec/Twp/Rng	Grant or Trust	Gross Proposal Acres	RMZ/ WMZ Acres	Leave Tree Acres	Existing Road Acres	Other Acres (describe)	Net Harvest Acres	Determination (List method and error of closure if applicable)
U1	T33 R24 S18,19	03	100.2	0	0	2.0	0	98.2	GPS (Garmin)
U2	T33 R24 S19	03	19.2	0	0	0	0	19.2	GPS (Garmin)
U3	T33 R24 S19,20,30	03	100.4	0	0	0.7	0	99.6	GPS (Garmin)
U4	T33 R24 S20,29	03	77.6	0	0	0.8	0	76.7	GPS (Garmin)
U5	T33 R24 S19,30	03	80.9	0	0	2.2	0	78.6	GPS (Garmin)
U6	T33 R24 S19	03	24.9	0	0	0.5	0	24.4	GPS (Garmin)
U7	T33 R24 S19	03	18.0	0	0	0	0	18.0	GPS (Garmin)
U8	T33 R24 S19,30	03	92.6	0	0	0.5	0	92.0	GPS (Garmin)
U9	T33 R24 S29,30,31	03	11.0	0	0	0.0	0	11.0	GPS (Garmin)
U10	T33 R24 S29,30	03	18.2	0	0	0.3	0	17.8	GPS (Garmin)
U11	T33 R24 S29,30	03	72.4	4.6	0	0.9	0.6 New Construct	66.2	GPS (Garmin)
TOTAL ACRES			615.9	4.6	0	8.4	0.6	602.2	

# HARVEST PLAN AND SPECIAL CONDITIONS:

Unit #	Harvest Prescription: (Leave, take, paint color, tags, flagging etc.)	 Other conditions (# leave trees, etc.)
1-11	Marked leave with blue paint.	

#### **OTHER PRE-CRUISE INFORMATION:**

Unit #	Primary,secondary Species / Estimated Volume (MBF)	Access information (Gates, locks, etc.)	Photos, traverse maps required
1	900	Will need sled or ATV for winter access.	
2	175	Will need sled or ATV for winter access.	
3	850	Will need sled or ATV for winter access.	
4	615	Will need sled or ATV for winter access.	
5	400	Will need sled or ATV for winter access.	
6	200	Will need sled or ATV for winter access.	
7	100	Will need sled or ATV for winter access.	
8	750	Will need sled or ATV for winter access.	
9	100	Will need sled or ATV for winter access.	
10	250	Will need sled or ATV for winter access.	
11	660	Unit is on either side of two Np streams, one in the northern and one in the southern part of the unit. The RMZ no harvest buffers are flagged in pink. Will need sled or ATV for winter access.	
TOTAL MBF	5,000		

#### **REMARKS**:

For road acreage deductions, 14 feet was used as an average road prism width.

Prepared By: Steven	Title:	CC:
Hanson	NRS2	
Date: 11/29/2022		

## Timber Sale Cruise Report Chillaxin

Sale Name: Q CHILLAXIN TS

Sale Type: LUMP SUM

Region: NORTHEAST

District: SO OKANOGAN

Lead Cruiser: Jake Culp

Other Cruisers: Hailey Howard, Steve Hanson, Jake Townsend

Cruise Narrative:

Location:

Legal – Sections 18, 19, 20, 29, 30, and 31 of T33N R24E.

General – Approx. 13 miles west of Okanogan, WA in Okanogan County.

Access - All units are accessed from the E332406Q Rd. via Hwy 20.

Cruise Design:

-This sale was cruised using variable radius plots, utilizing the cruise-count method. The walk-through method was used on plots near boundaries.

-Minor species cruise intensity: We grade the first tree of all minor species encountered; then follow the set cruise design.

-Min. DBH: 8" DBH for PP, 7" DBH for all other species

-Log Length: 32' logs where possible, minimum of 12' lengths

-Top DIB: Trees less than 17.5" DBH have a minimum top of 4.6" DIB for all species; Trees 17.6" and greater DBH have a minimum top DOB of 40% of DOB at 16' or a 6" top, whichever is greater.

Take/Leave Prescription:

Cut all trees not marked with blue paint. Leave all hardwoods. Leave all trees within tagged and flagged RMZ's.

Cruise Acres determination:

FMA unit acreages with existing road acreages and RMZ acreages removed.

Stand composition:

The stands are second growth, even aged Douglas fir and ponderosa pine with minor components of western larch. Stocking is generally consistent throughout the sale. Large residual trees and legacy trees are found within the sale area.

Timber quality:

Timber to be harvested is comprised of domestic quality Douglas fir (56%), ponderosa pine (43%), western larch (1%), and lodgepole pine (<1%). Most of the volume in the sale will come from 3 Saw DF and 5 Saw PP logs.

#### Stand health/defect:

Defect throughout the sale is generally very low. Wind and snow damage, along with some crooks and sweeps were noted. The exception to this is Unit 10, in which a majority of the trees are heavily infected with dwarf mistletoe. This is causing a large amount of defect in the form of large branch clusters and multiple tops.

Aspect:

South Southeast, Southwest.

Elevation: 2800'-3600"

Harvesting methods: 100% ground based.

Slope: Unit 1- Max 40%, Avg. 15% Unit 2- Max 35%, Avg. 13% Unit 3- Max 35%, Avg. 12% Unit 4- Max 40%, Avg. 12% Unit 5- Max 30%, Avg. 7% Unit 6- Max 40%, Avg. 15% Unit 7- Max 40%, Avg. 15% Unit 8- Max 35%, Avg. 15% Unit 9- Max 25%, Avg. 7% Unit 10- Max 5%, Avg. 7%

Other considerations/remarks: Ground conditions are generally mild and will be good operator ground.

Trust: This sale is 100% Trust #3.

#### Timber Sale Notice Volume (MBF)

				MBF Volume by Grade				
Sp	DBH	Rings/In	Age	All	2 Saw	3 Saw	4 Saw	5 Saw
DF	13.8			2,641	480	1,764	397	
PP	13.3			2,034			157	1,878
WL	12.2			39		28	11	
LP	14.4			8		7	2	
ALL	13.6			4,722	480	1,799	566	1,878

#### Timber Sale Notice Weight (tons)

	Tons by Grade							
Sp	All	5 Saw						
DF	18,776	3,262	12,628	2,887				
PP	12,748			827	11,920			
WL	248		189	60				
LP	43		34	10				
ALL	31,816	3,262	12,850	3,784	11,920			

# Timber Sale Overall Cruise Statistics (Cut + Leave Trees)

BA (sq ft/acre)	_		V-BAR SE (%)		
98.1	3.0	93.2	1.9	9,168	3.6

### Timber Sale Unit Cruise Design

Unit	Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
Q CHILLAXIN U1	B1C: VR, 1 BAF (27.78) Measure/ Count Plots, Sighting Ht = 4.5 ft	98.2	100.9	48	16	2
Q CHILLAXIN U2	B1C: VR, 1 BAF (27.78) Measure/ Count Plots, Sighting Ht = 4.5 ft	19.2	19.3	14	6	0
Q CHILLAXIN U3	B1C: VR, 1 BAF (25.15) Measure/ Count Plots, Sighting Ht = 4.5 ft	99.6	100.4	51	14	2
Q CHILLAXIN U4	B1C: VR, 1 BAF (27.78) Measure/ Count Plots, Sighting Ht = 4.5 ft	76.7	78.1	53	18	3
Q CHILLAXIN U5	B1C: VR, 1 BAF (20) Measure/Count Plots, Sighting Ht = 4.5 ft	78.6	81.0	41	15	1
Q CHILLAXIN U6	B1C: VR, 1 BAF (27.78) Measure/ Count Plots, Sighting Ht = 4.5 ft	24.4	24.8	17	9	3
Q CHILLAXIN U7	B1C: VR, 1 BAF (27.78) Measure/ Count Plots, Sighting Ht = 4.5 ft	18.0	17.9	15	9	1
Q CHILLAXIN U8	B1C: VR, 1 BAF (25.15) Measure/ Count Plots, Sighting Ht = 4.5 ft	92.0	92.6	45	12	1
Q CHILLAXIN U9	B1C: VR, 1 BAF (27.78) Measure/ Count Plots, Sighting Ht = 4.5 ft	11.0	11.1	12	6	0
Q CHILLAXIN U10	B1C: VR, 1 BAF (40) Measure/Count Plots, Sighting Ht = 4.5 ft	17.8	18.2	16	8	0
Q CHILLAXIN U11	B1C: VR, 1 BAF (27.78) Measure/ Count Plots, Sighting Ht = 4.5 ft	66.2	72.3	43	15	5
All		601.7	616.6	355	128	18

## Timber Sale Log Grade x Sort Summary

Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
DF	LIVE	2 SAW	Domestic	12.7	32	832	797	4.2	3,261.6	479.6
DF	LIVE	3 SAW	Domestic	7.7	32	2,982	2,932	1.7	12,627.6	1,764.2
DF	LIVE	4 SAW	Domestic	5.3	21	687	660	3.9	2,887.3	396.9
DF	LIVE	CULL	Cull	8.9	27	60	0	100.0	0.0	0.0
LP	LIVE	3 SAW	Domestic	9.6	32	11	11	0.0	33.8	6.8
LP	LIVE	4 SAW	Domestic	5.3	24	3	2	6.5	9.6	1.5
PP	LIVE	4 SAW	Domestic	12.5	32	264	261	1.4	827.2	156.8

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#### April 20, 2023 14:19:12

Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
PP	LIVE	5 SAW	Domestic	6.9	26	3,160	3,120	1.2	11,920.5	1,877.6
PP	LIVE	CULL	Cull	6.2	20	8	0	100.0	0.0	0.0
WL	LIVE	3 SAW	Domestic	7.0	32	47	47	0.0	188.6	28.3
WL	LIVE	4 SAW	Domestic	5.1	25	18	18	0.0	59.5	10.7

Timber Sale Log Sort x Diameter Bin Summary

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 8	LIVE	Domestic	6.2	26	2,268	1.0	9,970.5	1,364.5
DF	5 - 8	LIVE	Cull	7.4	26	0	100.0	0.0	0.0
DF	9 - 11	LIVE	Domestic	10.0	32	1,323	2.7	5,451.0	795.8
DF	12 - 14	LIVE	Cull	12.4	32	0	100.0	0.0	0.0
DF	12 - 14	LIVE	Domestic	12.8	32	594	5.7	2,572.4	357.7
DF	15 - 19	LIVE	Domestic	15.6	32	194	5.2	734.1	116.5
DF	20+	LIVE	Domestic	21.5	32	10	37.5	48.5	6.2
LP	5 - 8	LIVE	Domestic	5.3	24	2	6.5	9.6	1.5
LP	9 - 11	LIVE	Domestic	9.6	32	11	0.0	33.8	6.8
PP	5 - 8	LIVE	Cull	6.2	20	0	100.0	0.0	0.0
PP	5 - 8	LIVE	Domestic	6.5	25	2,104	1.4	8,381.8	1,265.8
PP	9 - 11	LIVE	Domestic	9.6	32	1,017	0.9	3,538.6	611.8
PP	12 - 14	LIVE	Domestic	12.4	32	261	1.4	827.2	156.8
WL	5 - 8	LIVE	Domestic	5.9	27	50	0.0	192.9	29.8
WL	9 - 11	LIVE	Domestic	8.8	32	15	0.0	55.2	9.2

### Unit Sale Notice Volume (MBF): Q CHILLAXIN U1

					MBF Volume by Grade					
Sp	DBH	Rings/In	Age	All	2 Saw	3 Saw	4 Saw	5 Saw		
DF	13.5			493	105	303	86			
PP	12.6			222			40	182		
LP	14.4			8		7	2			
WL	10.8			4		4				
ALL	13.1			728	105	314	127	182		

#### Unit Cruise Design: Q CHILLAXIN U1

Design	Cruise	FMA	N	N Cruise	N Void
	Acres	Acres	Plots	Plots	Plots
B1C: VR, 1 BAF (27.78) Measure/Count Plots, Sighting Ht = 4.5 ft	98.2	100.9	48	16	2

#### Unit Cruise Summary: Q CHILLAXIN U1

Sp	Cruised Trees	All Trees	Trees/Plot	<b>Ring-Count Trees</b>
DF	21	73	1.5	0
PP	13	65	1.4	0
LP	1	1	0.0	0
WL	1	2	0.0	0
ALL	36	141	2.9	0

## Unit Cruise Statistics (Cut + Leave Trees): Q CHILLAXIN U1

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	42.2	114.3	16.5	122.1	23.2	5.1	5,161	116.6	17.3
PP	37.6	102.7	14.8	76.7	32.0	8.9	2,885	107.6	17.3
LP	0.6	692.8	100.0	145.0	0.0	0.0	84	692.8	100.0
WL	1.2	484.7	70.0	72.3	0.0	0.0	84	484.7	70.0
ALL	81.6	55.9	8.1	100.6	34.6	5.8	8,213	65.8	9.9

Sp	Status	Rx	Ν	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	21	ALL	13.5	58	72	5,175	5,019	3.0	41.3	41.1	11.2	492.9
LP	LIVE	CUT	1	ALL	14.4	61	76	85	84	1.2	0.5	0.6	0.2	8.2
PP	LIVE	CUT	13	ALL	12.6	54	70	2,280	2,263	0.7	34.1	29.5	8.3	222.3
WL	LIVE	CUT	1	ALL	10.8	46	56	42	42	0.0	0.9	0.6	0.2	4.1
ALL	LIVE	CUT	36	ALL	13.1	56	71	7,581	7,408	2.3	76.8	71.8	19.8	727.5
ALL	ALL	ALL	36	ALL	13.1	56	71	7,581	7,408	2.3	76.8	71.8	19.8	727.5

#### Unit Sale Notice Volume (MBF): Q CHILLAXIN U2

				М	BF Volu	me by G	rade
Sp	DBH	Rings/In	Age	All	3 Saw	4 Saw	5 Saw
PP	12.2			93			93
DF	14.1			15	13	2	
ALL	12.6			108	13	2	93

### Unit Cruise Design: Q CHILLAXIN U2

Design	Cruise	FMA	N	N Cruise	N Void
	Acres	Acres	Plots	Plots	Plots
B1C: VR, 1 BAF (27.78) Measure/Count Plots, Sighting Ht = 4.5 ft	19.2	19.3	14	6	0

#### Unit Cruise Summary: Q CHILLAXIN U2

Sp	Cruised Trees	All Trees	Trees/Plot	<b>Ring-Count Trees</b>
PP	13	39	2.8	0
DF	4	6	0.4	0
ALL	17	45	3.2	0

#### Unit Cruise Statistics (Cut + Leave Trees): Q CHILLAXIN U2

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
PP	77.4	44.9	12.0	76.2	21.7	6.0	5,894	49.9	13.4
DF	11.9	198.7	53.1	99.1	18.6	9.3	1,179	199.6	53.9
ALL	89.3	38.9	10.4	79.2	24.2	5.9	7,074	45.9	12.0

Sp	Status	Rx	Ν	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	4	ALL	14.1	57	70	786	786	0.0	7.3	7.9	2.1	15.1
PP	LIVE	CUT	13	ALL	12.2	55	71	4,836	4,836	0.0	78.2	63.5	18.2	92.9
ALL	LIVE	CUT	17	ALL	12.4	55	71	5,623	5,623	0.0	85.5	71.4	20.3	108.0
ALL	ALL	ALL	17	ALL	12.4	55	71	5,623	5,623	0.0	85.5	71.4	20.3	108.0

#### Unit Sale Notice Volume (MBF): Q CHILLAXIN U3

				MBF Volume by Grade						
Sp	DBH	Rings/In	Age	All	3 Saw	4 Saw	5 Saw			
PP	13.6			611		31	581			
DF	13.0			334	292	42				
ALL	13.4			945	292	72	581			

### Unit Cruise Design: Q CHILLAXIN U3

Design	Cruise	FMA	N	N Cruise	N Void
	Acres	Acres	Plots	Plots	Plots
B1C: VR, 1 BAF (25.15) Measure/Count Plots, Sighting Ht = 4.5 ft	99.6	100.4	51	14	2

### Unit Cruise Summary: Q CHILLAXIN U3

Sp	Cruised Trees	All Trees	Trees/Plot	<b>Ring-Count Trees</b>
PP	28	169	3.3	0
DF	8	64	1.3	0
ALL	36	233	4.6	0

### Unit Cruise Statistics (Cut + Leave Trees): Q CHILLAXIN U3

Sp	BA (sq ft/acre)				V-BAR CV (%)		Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
PP	83.3	59.3	8.3	84.1	28.2	5.3	7,008	65.7	9.9
DF	31.6	121.2	17.0	111.3	21.8	7.7	3,513	123.2	18.6
ALL	114.9	45.8	6.4	91.6	28.6	4.8	10,521	53.9	8.0

Sp	Status	Rx	Ν	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	8	ALL	13.0	56	70	3,410	3,348	1.8	32.6	30.1	8.3	333.5
PP	LIVE	CUT	28	ALL	13.6	53	68	6,186	6,137	0.8	72.3	73.0	19.8	611.3
ALL	LIVE	CUT	36	ALL	13.4	54	69	9,596	9,485	1.2	104.9	103.1	28.1	944.7
ALL	ALL	ALL	36	ALL	13.4	54	69	9,596	9,485	1.2	104.9	103.1	28.1	944.7

#### Unit Sale Notice Volume (MBF): Q CHILLAXIN U4

				MBF Volume by Grade							
Sp	DBH	Rings/In	Age	All	3 Saw	4 Saw	5 Saw				
PP	12.6			257		10	247				
DF	11.6			203	170	33					
ALL	12.2			460	170	43	247				

### Unit Cruise Design: Q CHILLAXIN U4

Design	Cruise	FMA	N	N Cruise	N Void
	Acres	Acres	Plots	Plots	Plots
B1C: VR, 1 BAF (27.78) Measure/Count Plots, Sighting Ht = 4.5 ft	76.7	78.1	53	18	3

### Unit Cruise Summary: Q CHILLAXIN U4

Sp	Cruised Trees	All Trees	Trees/Plot	<b>Ring-Count Trees</b>
PP	30	125	2.4	0
DF	13	66	1.2	0
ALL	43	191	3.6	0

#### Unit Cruise Statistics (Cut + Leave Trees): Q CHILLAXIN U4

Sp	BA (sq ft/acre)	BA CV (%)			V-BAR CV (%)		Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
PP	65.5	80.7	11.1	62.0	47.7	8.7	4,065	93.7	14.1
DF	34.6	140.8	19.3	87.1	31.7	8.8	3,012	144.3	21.2
ALL	100.1	60.2	8.3	70.7	45.1	6.9	7,077	75.2	10.8

Sp	Status	Rx	Ν	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	13	ALL	11.6	52	63	2,647	2,647	0.0	41.4	30.4	8.9	203.0
PP	LIVE	CUT	30	ALL	12.6	47	60	3,492	3,350	4.1	62.4	54.0	15.2	256.9
ALL	LIVE	CUT	43	ALL	12.2	49	61	6,139	5,996	2.3	103.8	84.4	24.1	459.9
ALL	ALL	ALL	43	ALL	12.2	49	61	6,139	5,996	2.3	103.8	84.4	24.1	459.9

#### Unit Sale Notice Volume (MBF): Q CHILLAXIN U5

				М	BF Volu	me by G	rade
Sp	DBH	Rings/In	Age	All	3 Saw	4 Saw	5 Saw
PP	11.8			249			249
DF	13.9			141	116	25	
ALL	12.0			391	116	25	249

### Unit Cruise Design: Q CHILLAXIN U5

Design	Cruise	FMA	N	N Cruise	N Void
	Acres	Acres	Plots	Plots	Plots
B1C: VR, 1 BAF (20) Measure/Count Plots, Sighting Ht = 4.5 ft	78.6	81.0	41	15	1

### Unit Cruise Summary: Q CHILLAXIN U5

Sp	Cruised Trees	All Trees	Trees/Plot	<b>Ring-Count Trees</b>
PP	32	160	3.9	0
DF	4	35	0.9	0
ALL	36	195	4.8	0

### Unit Cruise Statistics (Cut + Leave Trees): Q CHILLAXIN U5

Sp	BA (sq ft/acre)			V-BAR (bf/sq ft)	V-BAR CV (%)		Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
PP	78.0	59.8	9.3	62.5	30.9	5.5	4,880	67.3	10.8
DF	17.1	176.8	27.6	111.6	26.0	13.0	1,905	178.7	30.5
ALL	95.1	52.9	8.3	71.3	35.6	5.9	6,785	63.8	10.2

Sp	Status	Rx	Ν	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	4	ALL	13.9	56	70	1,796	1,796	0.0	15.3	16.1	4.3	141.2
PP	LIVE	CUT	32	ALL	11.8	48	62	3,172	3,172	0.0	66.8	50.7	14.8	249.3
ALL	LIVE	CUT	36	ALL	12.2	50	63	4,968	4,968	0.0	82.1	66.8	19.1	390.5
ALL	ALL	ALL	36	ALL	12.2	50	63	4,968	4,968	0.0	82.1	66.8	19.1	390.5

#### Unit Sale Notice Volume (MBF): Q CHILLAXIN U6

					MBF \	/olume l	oy Grade	9
Sp	DBH	Rings/In	Age	All	2 Saw	3 Saw	4 Saw	5 Saw
DF	13.6			125	17	95	14	
PP	14.4			58			10	48
ALL	14.0			183	17	95	23	48

### Unit Cruise Design: Q CHILLAXIN U6

Design	Cruise	FMA	N	N Cruise	N Void
	Acres	Acres	Plots	Plots	Plots
B1C: VR, 1 BAF (27.78) Measure/Count Plots, Sighting Ht = 4.5 ft	24.4	24.8	17	9	3

### Unit Cruise Summary: Q CHILLAXIN U6

Sp	Cruised Trees	All Trees	Trees/Plot	<b>Ring-Count Trees</b>
DF	14	27	1.6	0
PP	12	20	1.2	0
ALL	26	47	2.8	0

### Unit Cruise Statistics (Cut + Leave Trees): Q CHILLAXIN U6

Sp	BA (sq ft/acre)			V-BAR (bf/sq ft)	V-BAR CV (%)			Vol CV (%)	Vol SE (%)
DF	44.1	111.4	27.0	116.2	18.6	5.0	5,129	113.0	27.5
PP	32.7	113.4	27.5	103.3	31.6	9.1	3,375	117.7	29.0
ALL	76.8	68.3	16.6	110.7	24.8	4.9	8,504	72.7	17.3

Sp	Status	Rx	Ν	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	14	ALL	13.6	59	73	5,129	5,129	0.0	43.7	44.1	12.0	125.1
PP	LIVE	CUT	12	ALL	14.4	59	78	2,363	2,363	0.0	20.2	22.9	6.0	57.7
ALL	LIVE	CUT	26	ALL	13.9	59	74	7,492	7,492	0.0	63.9	67.0	18.0	182.8
ALL	ALL	ALL	26	ALL	13.9	59	74	7,492	7,492	0.0	63.9	67.0	18.0	182.8

#### Unit Sale Notice Volume (MBF): Q CHILLAXIN U7

				_	MBF	Volume	by Grad	e
Sp	DBH	Rings/In	Age	All	2 Saw	3 Saw	4 Saw	5 Saw
DF	13.5			70	5	45	20	
PP	13.5			18			4	14
WL	9.7			7		5	3	
ALL	12.6			95	5	49	26	14

#### Unit Cruise Design: Q CHILLAXIN U7

Design	Cruise	FMA	N	N Cruise	N Void
	Acres	Acres	Plots	Plots	Plots
B1C: VR, 1 BAF (27.78) Measure/Count Plots, Sighting Ht = 4.5 ft	18.0	17.9	15	9	1

#### Unit Cruise Summary: Q CHILLAXIN U7

Sp	Cruised Trees	All Trees	Trees/Plot	<b>Ring-Count Trees</b>
DF	10	20	1.3	0
PP	6	14	0.9	0
WL	3	5	0.3	0
ALL	19	39	2.6	0

### Unit Cruise Statistics (Cut + Leave Trees): Q CHILLAXIN U7

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	37.0	112.2	29.0	104.6	15.8	5.0	3,876	113.3	29.4
PP	25.9	143.0	36.9	88.3	47.8	19.5	2,290	150.8	41.8
WL	9.3	269.9	69.7	72.4	10.4	6.0	670	270.1	70.0
ALL	72.2	64.7	16.7	94.7	29.4	6.7	6,836	71.1	18.0

Sp	Status	Rx	Ν	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	10	ALL	13.7	57	77	3,966	3,876	2.3	36.2	37.0	10.0	69.8
PP	LIVE	CUT	6	ALL	13.5	53	70	1,062	982	7.5	11.2	11.1	3.0	17.7
WL	LIVE	CUT	3	ALL	9.7	47	57	402	402	0.0	10.8	5.6	1.8	7.2

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Sp	Status	Rx	Ν	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
ALL	LIVE	CUT	19	ALL	13.0	55	72	5,430	5,259	3.1	58.2	53.7	14.8	94.7
ALL	ALL	ALL	19	ALL	13.0	55	72	5,430	5,259	3.1	58.2	53.7	14.8	94.7

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#### Unit Sale Notice Volume (MBF): Q CHILLAXIN U8

				MBF Volume by Grade							
Sp	DBH	Rings/In	Age	All	2 Saw	3 Saw	4 Saw	5 Saw			
DF	12.3			395	104	226	66				
PP	13.3			317			21	296			
WL	13.1			14		10	4				
ALL	13.0			726	104	236	90	296			

#### Unit Cruise Design: Q CHILLAXIN U8

Design	Cruise	FMA	N	N Cruise	N Void
	Acres	Acres	Plots	Plots	Plots
B1C: VR, 1 BAF (25.15) Measure/Count Plots, Sighting Ht = 4.5 ft	92.0	92.6	45	12	1

#### Unit Cruise Summary: Q CHILLAXIN U8

Sp	Cruised Trees	All Trees	Trees/Plot	<b>Ring-Count Trees</b>
PP	31	91	2.0	0
DF	11	75	1.7	0
WL	1	6	0.1	0
ALL	43	172	3.8	0

### Unit Cruise Statistics (Cut + Leave Trees): Q CHILLAXIN U8

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
PP	50.9	103.6	15.4	91.9	32.5	5.8	4,676	108.5	16.5
DF	41.9	107.0	16.0	105.3	37.1	11.2	4,413	113.3	19.5
WL	3.4	342.9	51.1	138.9	0.0	0.0	466	342.9	51.1
ALL	96.1	50.3	7.5	99.4	33.0	5.0	9,555	60.2	9.0

Sp	Status	Rx	Ν	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	11	ALL	12.3	54	66	4,393	4,295	2.2	49.4	40.8	11.6	395.2
PP	LIVE	CUT	31	ALL	13.3	60	78	3,533	3,443	2.5	38.8	37.4	10.3	316.7
WL	LIVE	CUT	1	ALL	13.1	68	85	155	155	0.0	1.2	1.1	0.3	14.3

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Sp	Status	Rx	Ν	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
ALL	LIVE	CUT	43	ALL	12.8	57	72	8,081	7,893	2.3	89.4	79.4	22.2	726.2
ALL	ALL	ALL	43	ALL	12.8	57	72	8,081	7,893	2.3	89.4	79.4	22.2	726.2

#### Unit Sale Notice Volume (MBF): Q CHILLAXIN U9

				MBF Volume by Grade								
Sp	DBH	Rings/In	Age	All	2 Saw	3 Saw	4 Saw	5 Saw				
PP	15.4			80			15	65				
DF	15.1			56	20	30	5					
ALL	15.3			136	20	30	20	65				

### Unit Cruise Design: Q CHILLAXIN U9

Design	Cruise	FMA	N	N Cruise	N Void
	Acres	Acres	Plots	Plots	Plots
B1C: VR, 1 BAF (27.78) Measure/Count Plots, Sighting Ht = 4.5 ft	11.0	11.1	12	6	0

### Unit Cruise Summary: Q CHILLAXIN U9

Sp	Cruised Trees	All Trees	Trees/Plot	<b>Ring-Count Trees</b>
PP	20	35	2.9	0
DF	7	18	1.5	0
ALL	27	53	4.4	0

### Unit Cruise Statistics (Cut + Leave Trees): Q CHILLAXIN U9

Sp	BA (sq ft/acre)	BA CV (%)		V-BAR (bf/sq ft)	V-BAR CV (%)		Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
PP	81.0	72.3	20.9	104.5	26.5	5.9	8,467	77.0	21.7
DF	41.7	137.8	39.8	136.6	19.2	7.3	5,693	139.1	40.4
ALL	122.7	26.4	7.6	115.4	26.3	5.1	14,160	37.3	9.1

Sp	Status	Rx	Ν	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	7	ALL	15.1	63	80	5,061	5,061	0.0	29.8	37.0	9.5	55.7
PP	LIVE	CUT	20	ALL	15.4	61	81	7,257	7,257	0.0	53.7	69.5	17.7	79.8
ALL	LIVE	CUT	27	ALL	15.3	62	80	12,318	12,318	0.0	83.5	106.5	27.2	135.5
ALL	ALL	ALL	27	ALL	15.3	62	80	12,318	12,318	0.0	83.5	106.5	27.2	135.5

#### Unit Sale Notice Volume (MBF): Q CHILLAXIN U10

					MBF \	/olume l	oy Grade	9
Sp	DBH	Rings/In	Age	All	2 Saw	3 Saw	4 Saw	5 Saw
DF	17.7			243	101	106	37	
PP	18.2			54				54
WL	13.0			13		9	4	
ALL	17.5			311	101	115	41	54

#### Unit Cruise Design: Q CHILLAXIN U10

Design	Cruise	FMA	N	N Cruise	N Void
	Acres	Acres	Plots	Plots	Plots
B1C: VR, 1 BAF (40) Measure/Count Plots, Sighting Ht = 4.5 ft	17.8	18.2	16	8	0

#### Unit Cruise Summary: Q CHILLAXIN U10

Sp	Cruised Trees	All Trees	Trees/Plot	<b>Ring-Count Trees</b>
DF	31	56	3.5	0
PP	1	14	0.9	0
WL	1	4	0.3	0
ALL	33	74	4.6	0

### Unit Cruise Statistics (Cut + Leave Trees): Q CHILLAXIN U10

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	140.0	66.8	16.7	111.6	45.8	8.2	15,630	81.0	18.6
PP	35.0	171.4	42.9	121.2	0.0	0.0	4,243	171.4	42.9
WL	10.0	230.9	57.7	149.7	0.0	0.0	1,497	230.9	57.7
ALL	185.0	58.5	14.6	115.5	43.3	7.5	21,370	72.8	16.4

Sp	Status	Rx	Ν	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	31	ALL	17.9	66	82	16,667	13,676	17.9	70.1	122.5	29.0	243.4
PP	LIVE	CUT	1	ALL	18.2	81	108	3,141	3,030	3.5	13.8	25.0	5.9	53.9
WL	LIVE	CUT	1	ALL	13.0	74	93	749	749	0.0	5.4	5.0	1.4	13.3

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Sp	Status	Rx	Ν	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
ALL	LIVE	CUT	33	ALL	17.7	69	87	20,556	17,455	15.1	89.3	152.5	36.2	310.7
ALL	ALL	ALL	33	ALL	17.7	69	87	20,556	17,455	15.1	89.3	152.5	36.2	310.7

#### Unit Sale Notice Volume (MBF): Q CHILLAXIN U11

				MBF Volume by Grade					
Sp	DBH	Rings/In	Age	All	2 Saw	3 Saw	4 Saw	5 Saw	
DF	14.7			566	128	369	68		
PP	15.1			76			28	48	
ALL	14.8			642	128	369	96	48	

## Unit Cruise Design: Q CHILLAXIN U11

Design	Cruise	FMA	N	N Cruise	N Void
	Acres	Acres	Plots	Plots	Plots
B1C: VR, 1 BAF (27.78) Measure/Count Plots, Sighting Ht = 4.5 ft	66.2	72.3	43	15	5

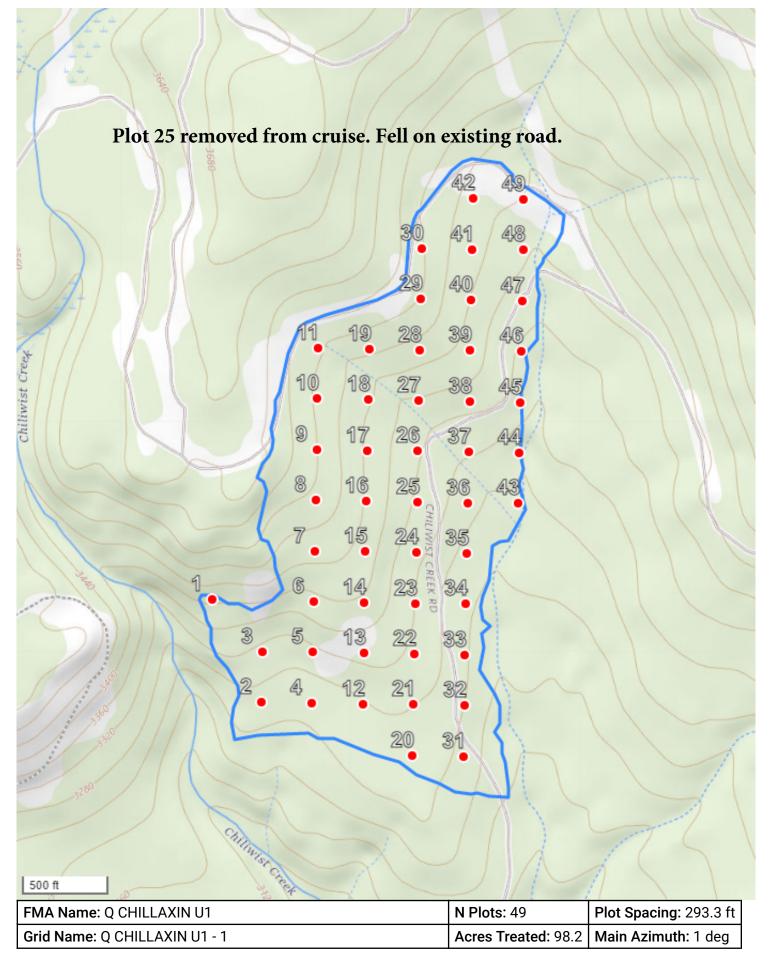
### Unit Cruise Summary: Q CHILLAXIN U11

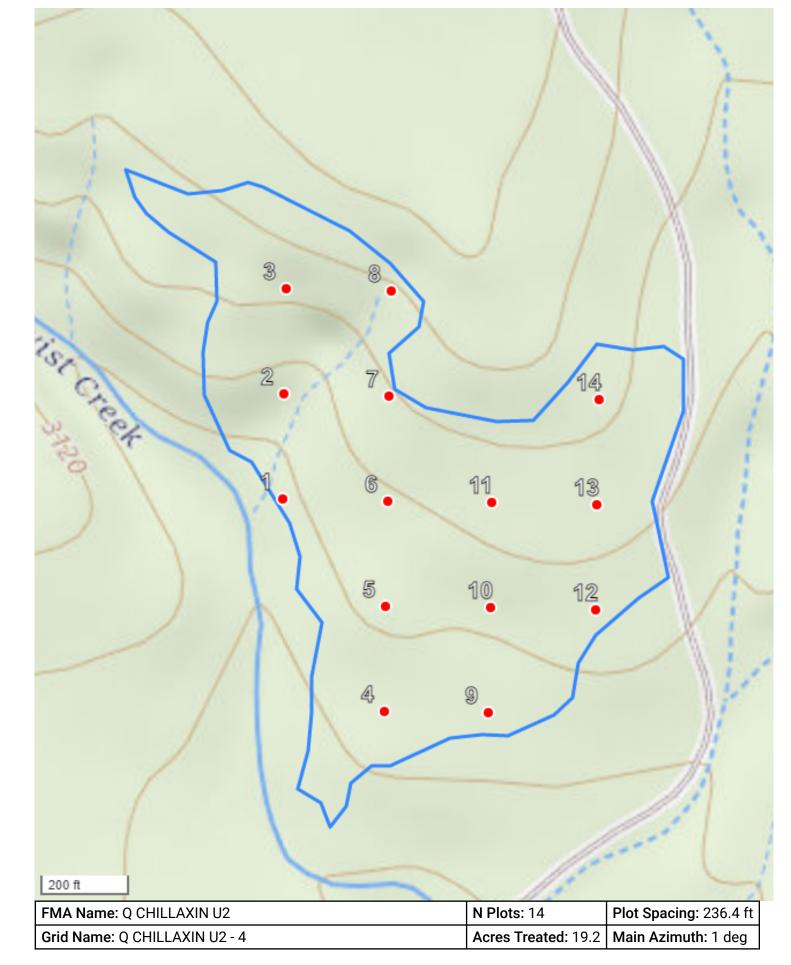
Sp	Cruised Trees	All Trees	Trees/Plot	<b>Ring-Count Trees</b>
DF	44	110	2.6	0
PP	5	32	0.7	0
ALL	49	142	3.3	0

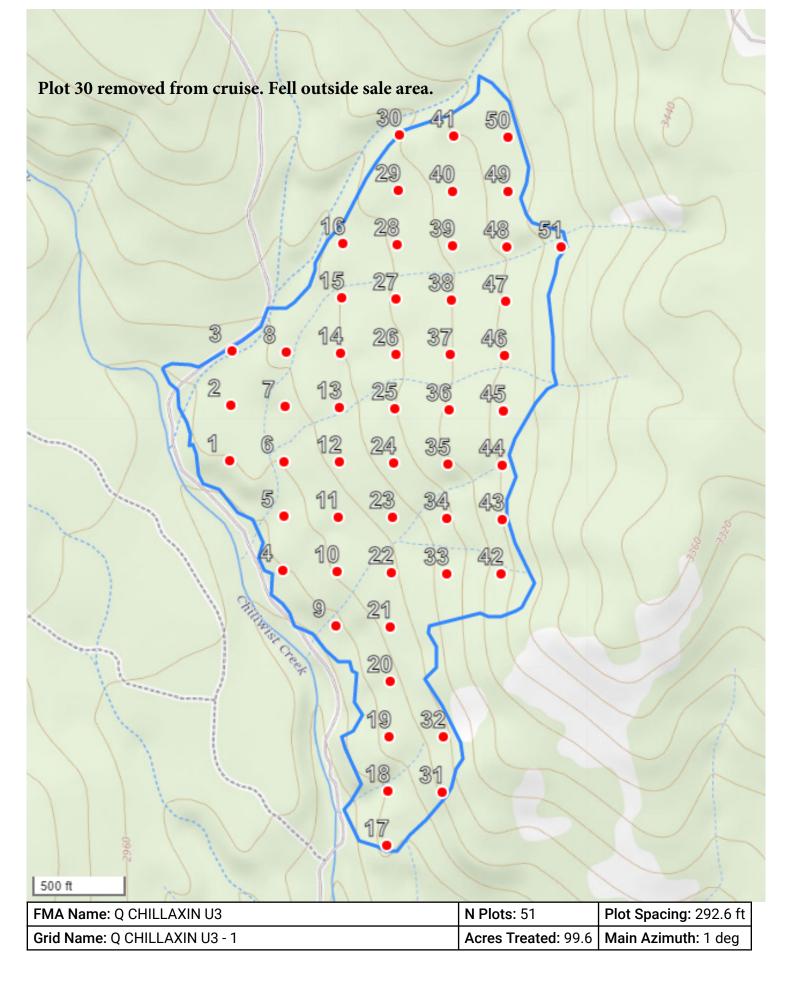
### Unit Cruise Statistics (Cut + Leave Trees): Q CHILLAXIN U11

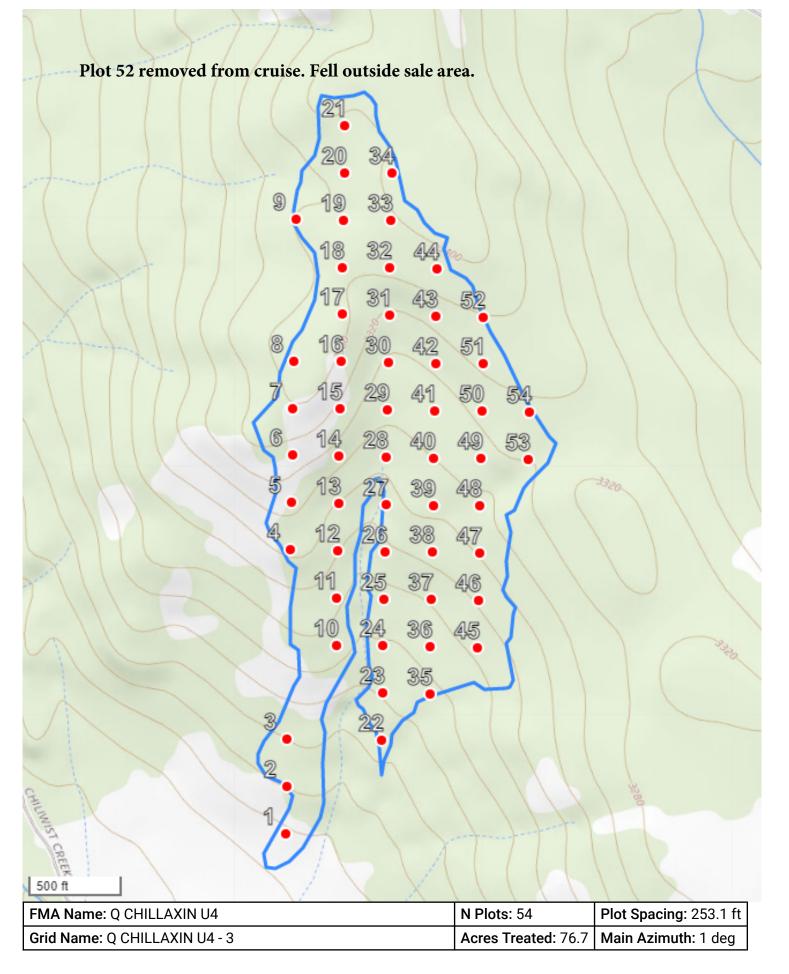
Sp	BA (sq ft/acre)	BA CV (%)		V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	71.1	100.3	15.3	122.5	31.6	4.8	8,707	105.2	16.0
PP	20.7	176.2	26.9	93.4	45.4	20.3	1,932	181.9	33.7
ALL	91.7	77.5	11.8	116.0	34.2	4.9	10,638	84.7	12.8

Sp	Status	Rx	Ν	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	44	ALL	14.7	64	83	8,829	8,549	3.2	59.2	69.8	18.2	565.9
PP	LIVE	CUT	5	ALL	16.6	57	82	1,172	1,147	2.2	8.2	12.3	3.0	75.9
ALL	LIVE	CUT	49	ALL	14.9	64	83	10,001	9,695	3.1	67.4	82.0	21.2	641.8
ALL	ALL	ALL	49	ALL	14.9	64	83	10,001	9,695	3.1	67.4	82.0	21.2	641.8

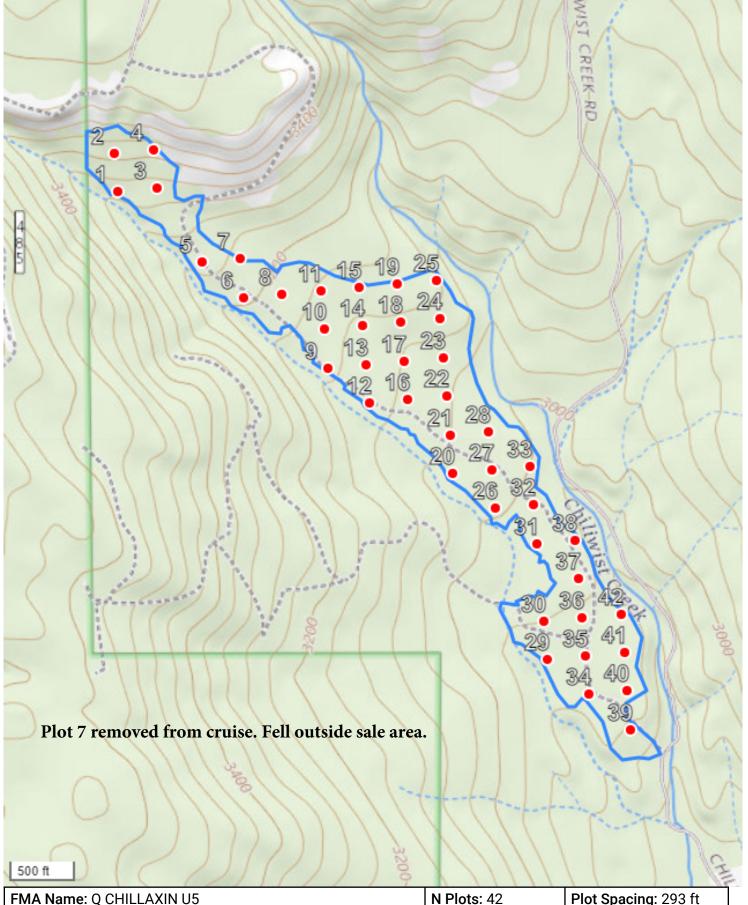








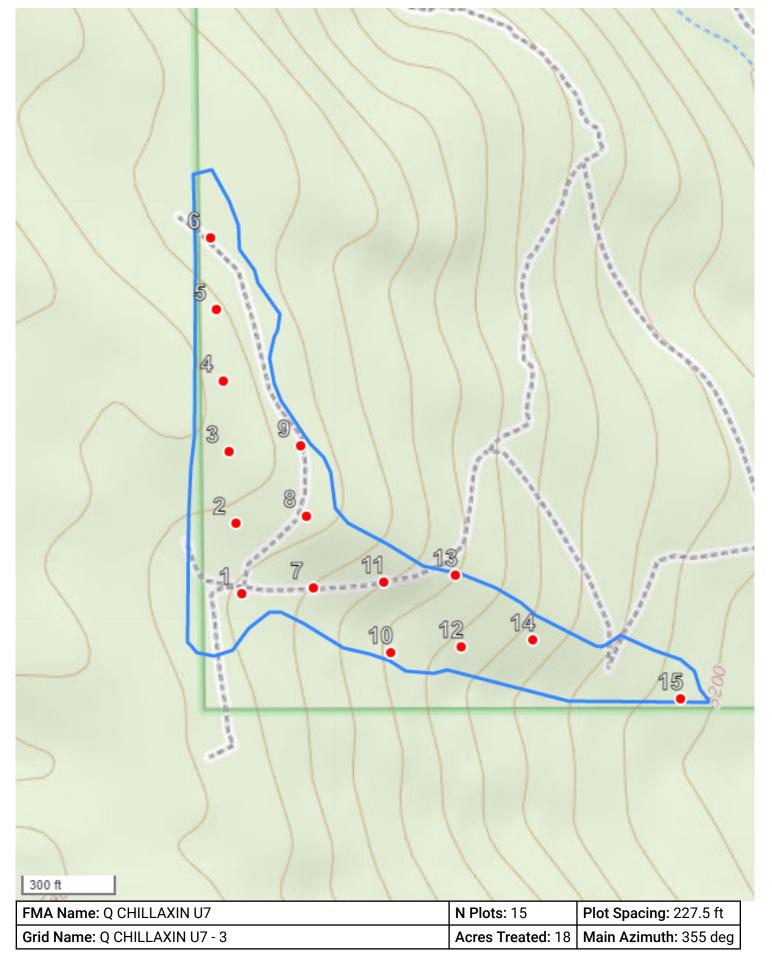
TRIS Map

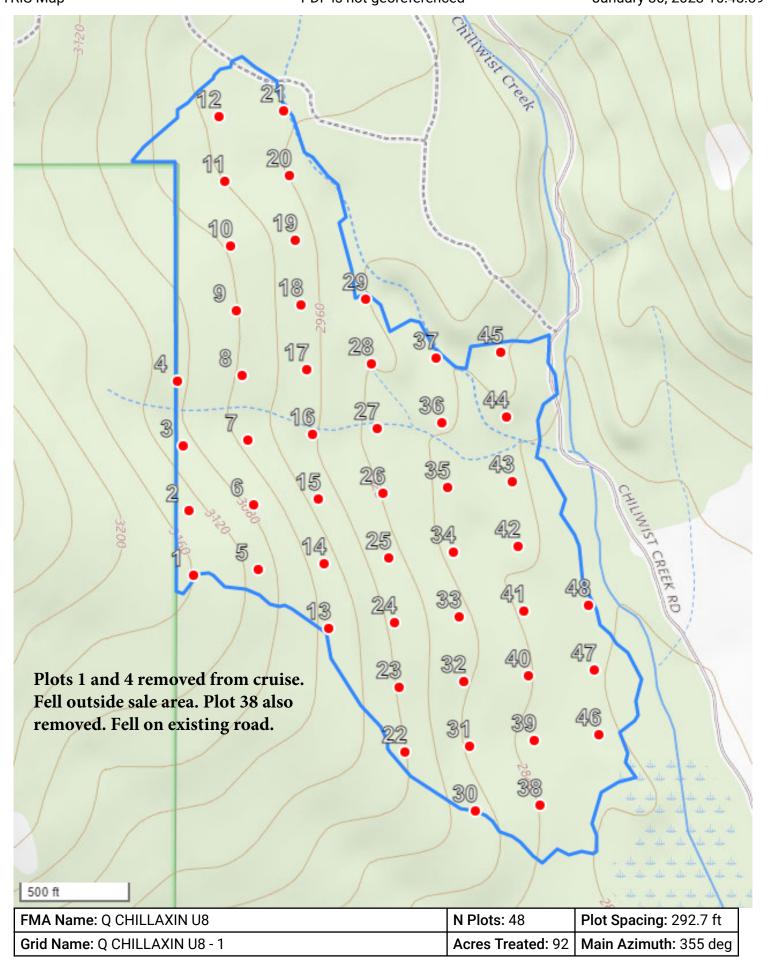


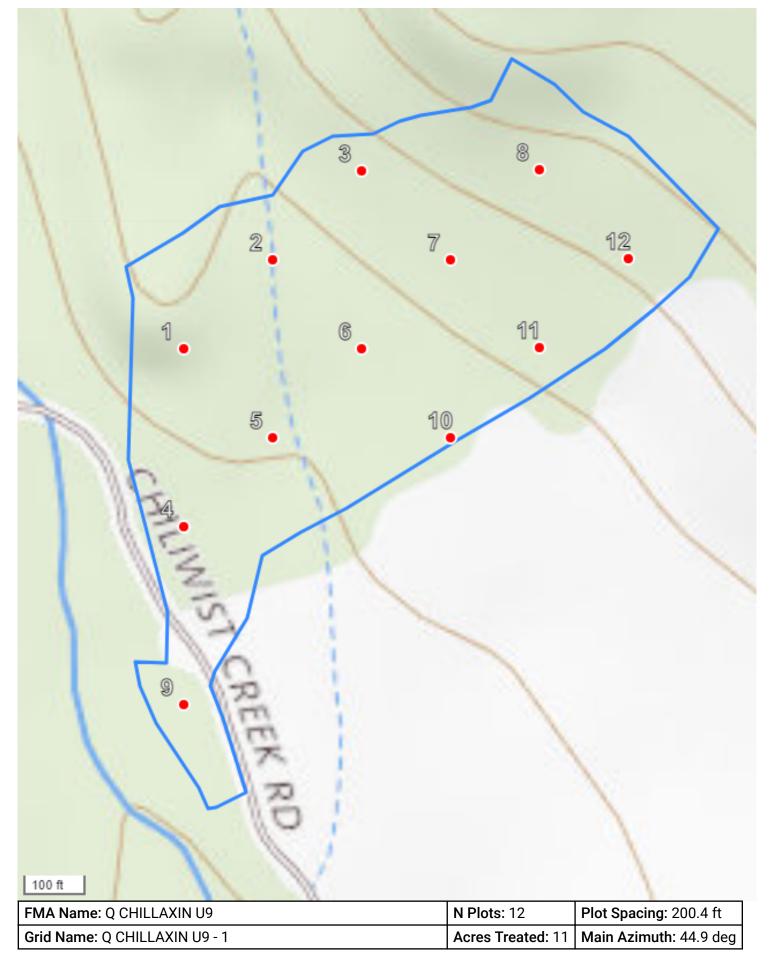
	1111013. 42	Tiot opacing. 255 ft
Grid Name: Q CHILLAXIN U5 - 3	Acres Treated: 78.6	Main Azimuth: 355 deg

TRIS Map









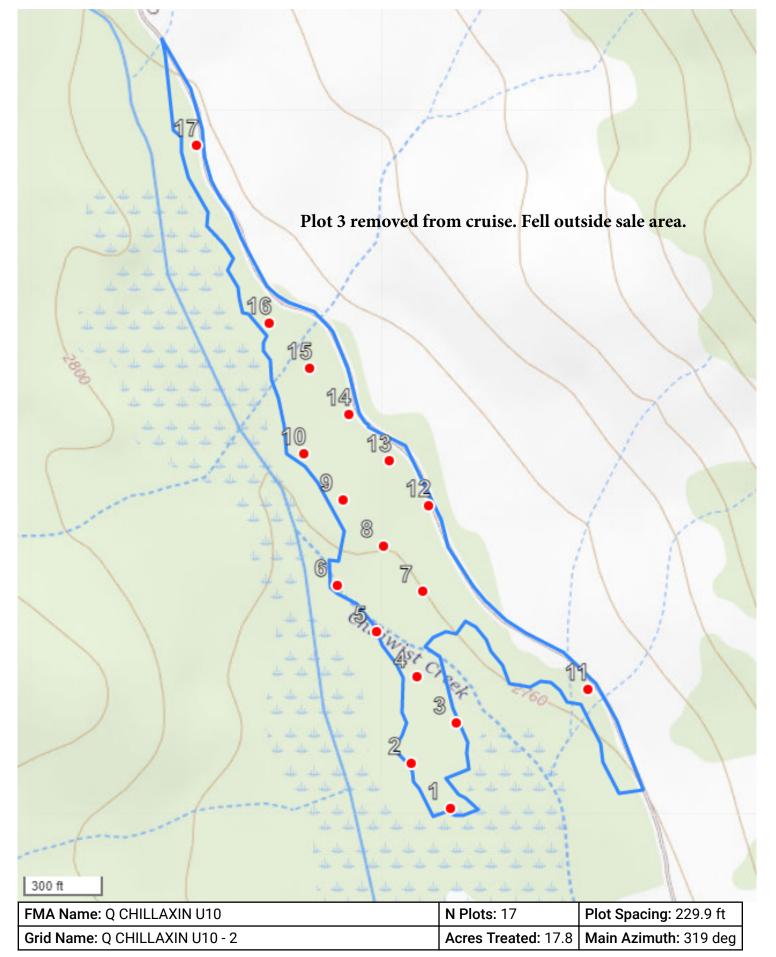


Image: CHILLAXIN U11         N Plots: 51         Plot Specing: 250.7 fl           Idit Name: Q CHILLAXIN U11 - 3         N Plots: 51         Plot Specing: 250.7 fl		i bi is not georererent		Sundary 50, 2020 11.02.0
7       11       16       22       27       32       37       44       50         6       10       15       21       26       31       36       43       49         9       14       20       25       30       35       42         13       19       24       29       34       41       48         33       40       47       34       45         Plots 2, 4, 8, 33, 40, 47 removed from cruise. Plots fell       38       45         MRZ. Plots 28 and 51 also removed. Fell outside sale boundary.       38       45         5001       M Plots: 51       Plot Spacing: 250.7 ft	3.5.	18		
7       11       16       22       27       32       37       44       50         6       10       15       21       26       31       36       43       49         9       14       20       25       30       35       42         13       19       24       29       34       41       48         33       40       47       34       45         Plots 2, 4, 8, 33, 40, 47 removed from cruise. Plots fell       38       45         MRZ. Plots 28 and 51 also removed. Fell outside sale boundary.       38       45         5001       M Plots: 51       Plot Spacing: 250.7 ft	2 4 8 12	17 23 28		51 + 1
9       14       20       25       30       35       42         13       19       24       29       34       41       48         33       40       47       39       46         38       45       38       45         Plots 2, 4, 8, 33, 40, 47 removed from cruise. Plots fell in RMZ. Plots 28 and 51 also removed. Fell outside sale boundary.       38       45         501       501       100       100       100       100				~ • H + /
13       19       24       29       34       41       48         33       40       47       33       40       47         Plots 2, 4, 8, 33, 40, 47 removed from cruise. Plots fell in RMZ. Plots 28 and 51 also removed. Fell outside sale boundary.       38       45         500 ft	6 10		31 36	3 49
33       40       47         39       46       38         46       38       45         38       45       38         46       38       45         38       45       38         46       38       45         38       45       38         45       38       45         500 ft       500 ft       100         FMA Name: Q CHILLAXIN U11       N Plots: 51       Plot Spacing: 250.7 ft			30 35 4	
Plots 2, 4, 8, 33, 40, 47 removed from cruise. Plots fell in RMZ. Plots 28 and 51 also removed. Fell outside sale boundary. 500 ft FMA Name: Q CHILLAXIN U11 N Plots: 51 Plot Spacing: 250.7 ft		13 19 24	29 34 4	48
Plots 2, 4, 8, 33, 40, 47 removed from cruise. Plots fell in RMZ. Plots 28 and 51 also removed. Fell outside sale boundary. 500 ft FMA Name: Q CHILLAXIN U11 N Plots: 51 Plot Spacing: 250.7 ft	$\mathbb{N}   \mathbb{P}$		33-4	<b>4</b> 7
Plots 2, 4, 8, 33, 40, 47 removed from cruise. Plots fell in RMZ. Plots 28 and 51 also removed. Fell outside sale boundary.	PILLE	-67	<b>Second Second</b>	9 46
	in RMZ. Plots 28 and 51 sale boundary.		Plots fell	
Grid Name: Q CHILLAXIN U11 - 3       Acres Treated: 66.2       Main Azimuth: 1 deg	FMA Name: Q CHILLAXIN U11		N Plots: 51	Plot Spacing: 250.7 ft
	Grid Name: Q CHILLAXIN U11 - 3		Acres Treated: 66.2	Main Azimuth: 1 deg



Forest Practices Application/Notification Notice of Decision

FPA/N No:	3026243
Effective Date:	5/25/23
Expiration Date:	5/25/26
Shut Down Zone	678
EARR Tax Credit:	🗵 Eligible 🗆 Non-eligible
Reference:	18,19,20,29,30,31-33-24
	Q Chillaxin Timber Sale

#### Decision

□ Notification Accepted	Operations shall not begin before the	effective date.
X Approved	This Forest Practices Application is s	subject to the conditions listed below.
□ Disapproved	This Forest Practices Application is o	disapproved for the reasons listed below.
Withdrawn	Applicant has withdrawn the Forest F	Practices Application/Notification (FPA/N).
Closed	All forest practices obligations are m	et.
FPA/N Classification		Number of Years Granted on Multi-Year Request
Class II 🛛 Class III	Class IVG Class IVS	□ 4 years □ 5 years
Conditions on Approval/Re	easons for Disapproval	
• No timing limitations apply.		
	rses or wetlands during the time-frame	s may have been identified within this permit. If e of this permit, notify the forest practice forester
Issued By: Kyle Buckmiller		Region: Northeast
Title: Forest Practice	s Forester	Date: 05/25/2023
Copies to: 🛛 🗷 La	ndowner, Timber Owner and Operat	tor
Issued in person:	П ТО П ОР Ву:	Date:

#### Appeal Information

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

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

Pollution Control Hearings Board	Office of the Attorney General Natural Resources Division	Department Of Natural Resources Northeast Region
Physical Address 1111 Israel Road, SW Suite 301 Tumwater, WA 98501 <u>Mailing address</u> Post Office Box 40903 Olympia, WA 98504-0903	Physical Address 1125 Washington Street, SE Olympia, WA 98504 <u>Mailing Address</u> Post Office Box 40100 Olympia, WA 98504-0100	DNR Northeast Region 221 S. Silke Road Colville, WA 99114

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

#### Other Applicable Laws

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

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

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

Continuing Forestland Obligations (RCW 76.09.060. RCW 76.09.070. RCW 76.09.390. and WAC 222-20-055) Obligations include reforestation, road maintenance and abandonment plans, conversions of forestland to non-forestry

use and/or harvest strategies on perennial non-fish habitat (Type Np) waters in Eastern Washington. Before the sale or transfer of land or perpetual timber rights subject to continuing forest and obligations, the seller must notify the buyer of such an obligation on a form titled "Notice of Continuing Forest Land Obligation". The seller and buyer

must both sign the "Notice of Continuing Forest Land Obligation" form and send it to the DNR Region Office for retention. This form is available at DNR region offices.

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

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

#### **DNR Declaration of Mailing**

I, Ragene Christensen, caused the Notice of Decision for FPA/N No. 3026243 to be placed in the United States mail at Colville, WA, postage paid. I declare under penalty of perjury of the laws of the State of Washington, that the foregoing is true and correct.

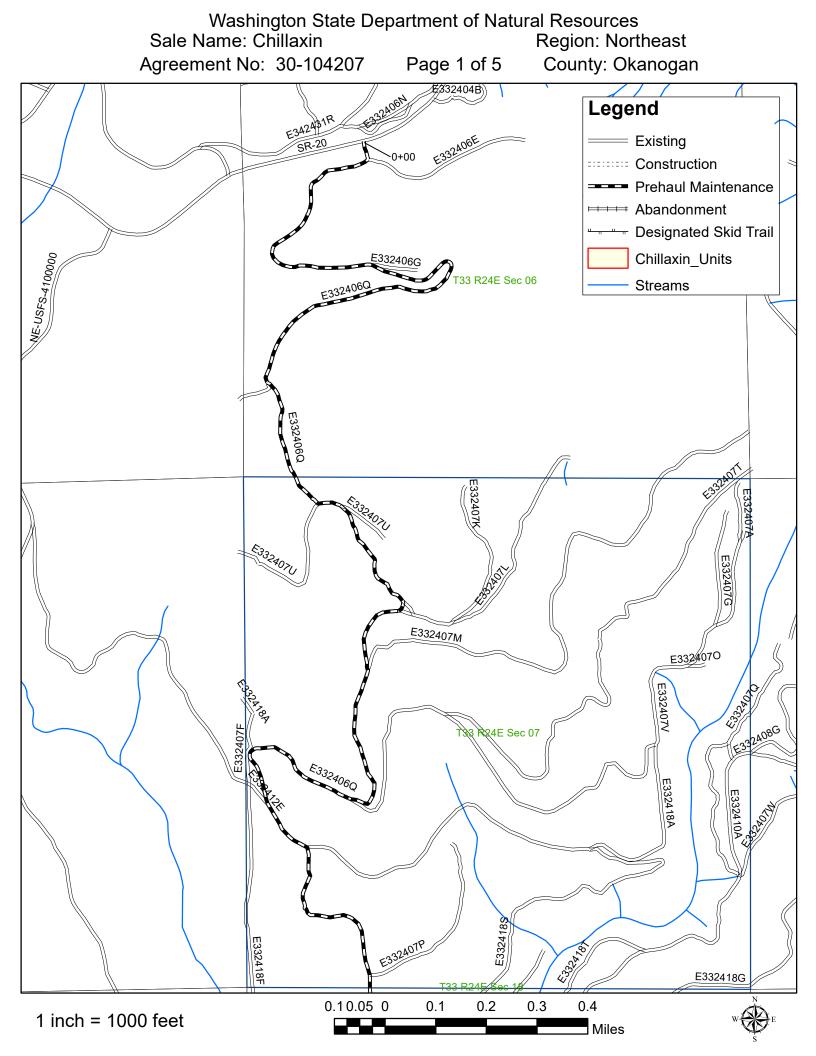
5/26/2023

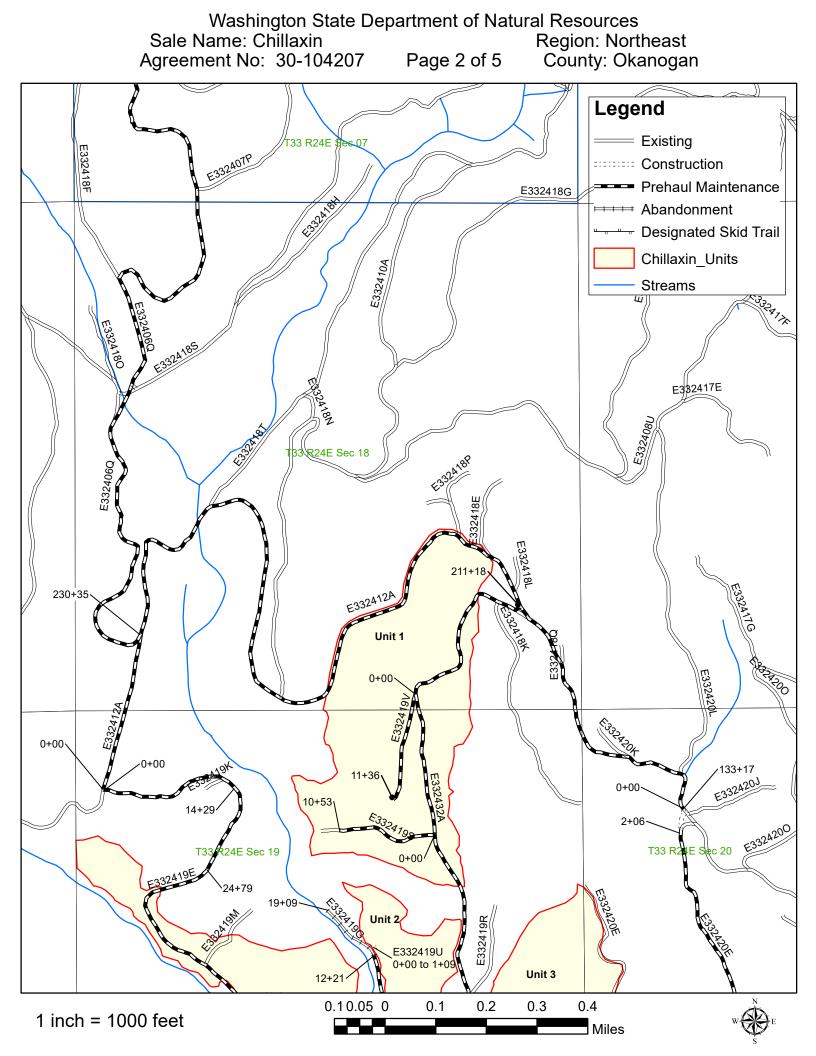
Colville, Washington

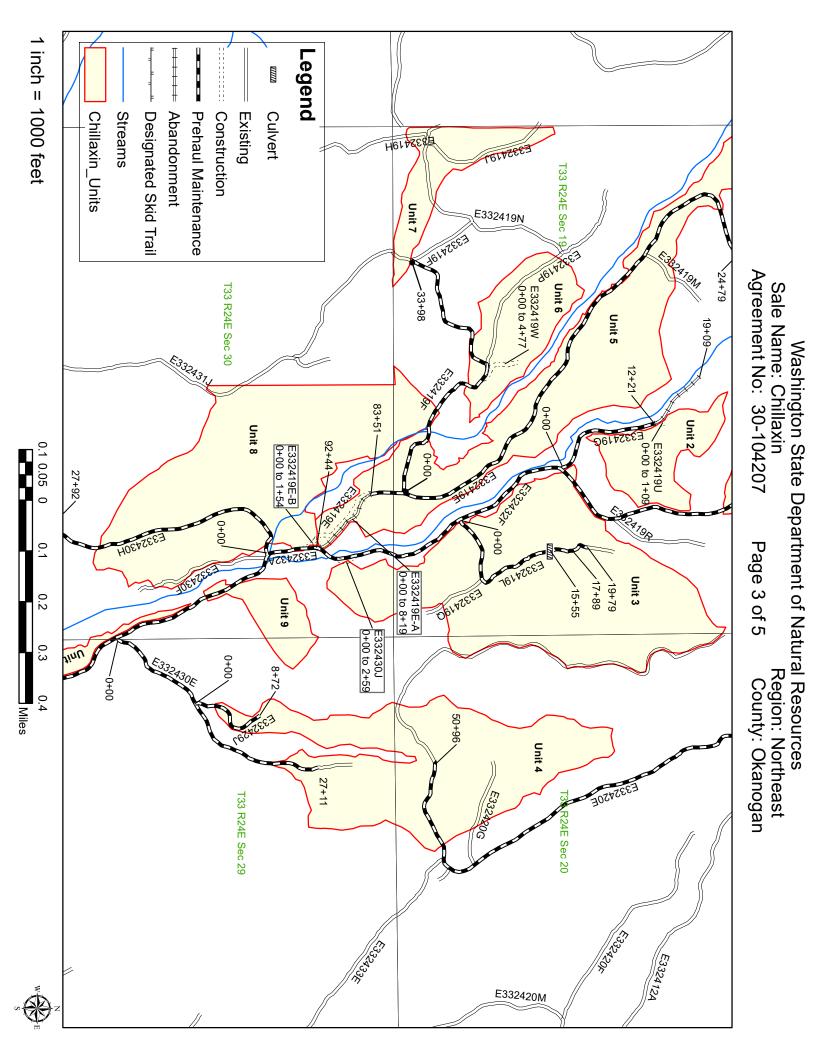
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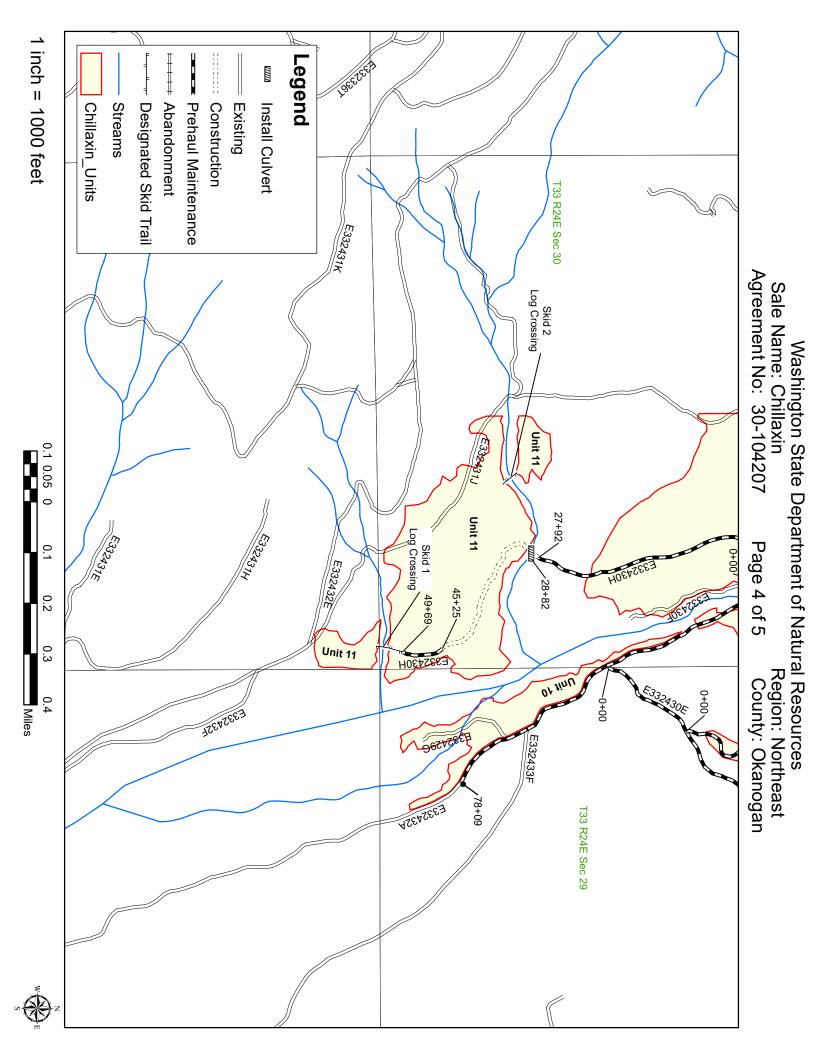
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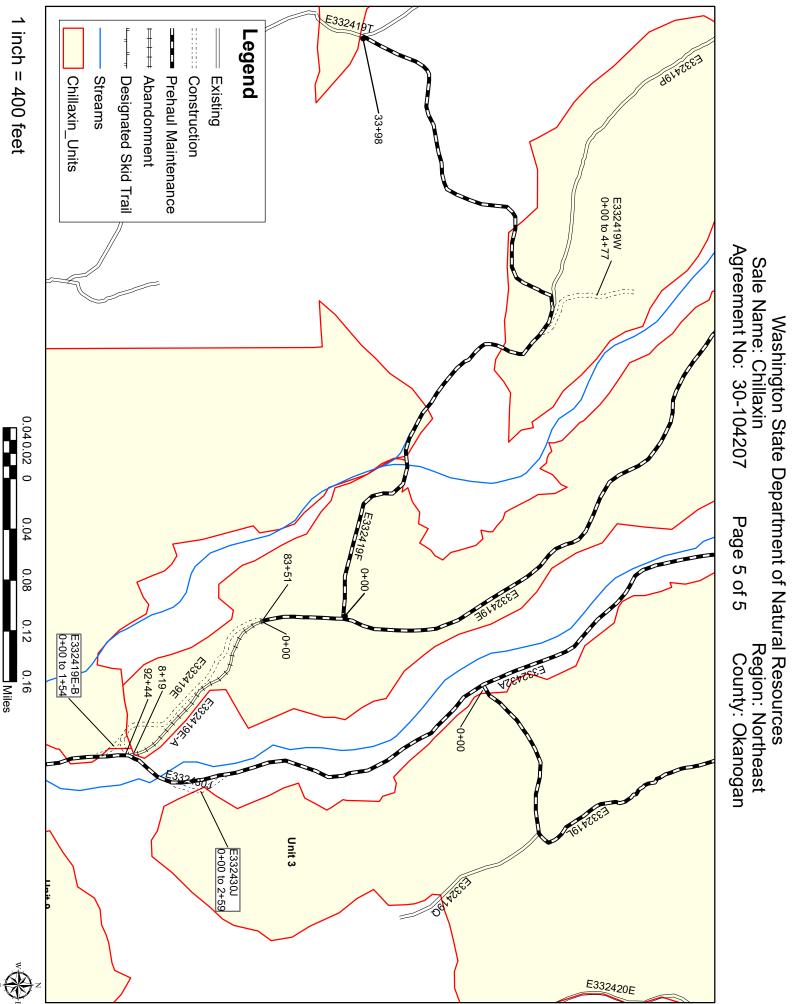
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#### STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES

#### CHILLAXIN TIMBER SALE ROAD PLAN OKANOGAN COUNTY SOUTH OKANOGAN DISTRICT NORTHEAST REGION

AGREEMENT NO.: 30-104207

STAFF ENGINEER: JASON BAUER

DATE: 12-06-2022

#### DRAWN & COMPILED BY: JASON BAUER

#### SECTION 0 - SCOPE OF PROJECT

#### 0-1 ROAD PLAN SCOPE

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

#### 0-2 REQUIRED ROADS

The specified work on the following roads is required.

	<u> </u>	<del>_</del>
Road	<u>Stations</u>	Туре
E332406Q	230.35 Stations	Prehaul Maintenance
E332412A	133.17 Stations	Prehaul Maintenance
E332419E	83.51 Stations	Prehaul Maintenance
E332419E	8.93 Stations	Construction
E332419E-B	1.54 Stations	Construction
E332419F	33.98 Stations	Prehaul Maintenance
E332419G	12.21 Stations	Prehaul Maintenance
E332419L	19.79 Stations	Prehaul Maintenance
E332419S	10.53 Stations	Prehaul Maintenance
E332419U	1.09 Stations	Construction
E332419V	11.36 Stations	Prehaul Maintenance
E332419W	4.77 Stations	Construction
E332420E	2.06 Stations	Construction
E332420E	48.90 Stations	Prehaul Maintenance
E332429J	8.72 Stations	Prehaul Maintenance
E332430E	27.11 Stations	Prehaul Maintenance
E332430H	27.92 Stations	Prehaul Maintenance
E332430H	17.33 Stations	Construction
E332430H	4.44 Stations	Prehaul Maintenance
E332430J	2.59 Stations	Construction
E332432A	133.09 Stations	Prehaul Maintenance

#### 0-4 CONSTRUCTION

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

Road	<b>Stations</b>	<u>Requirements</u>
E332419E	83+51 to 92+44	See sections 3, 4, and 5
E332419E-B	0+00 to 1+54	See sections 3, 4, and 5
E332419U	0+00 to 1+09	See sections 3, 4, and 5, abandon after use
E332419W	0+00 to 4+77	See sections 3, 4, and 5
E332420E	0+00 to 2+06	See sections 3, 4, and 5
E332430H	27+92 to 45+25	See sections 3, 4, and 5
E332430J	0+00 to 2+59	See sections 3, 4, and 5

#### 0-6 PRE-HAUL MAINTENANCE

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

Road	<b>Stations</b>	<u>Requirements</u>
E332406Q	0+00 to 230+35	Shape surface
E332412A	0+00 to 133+17	Brush and shape surface
E332419E	0+00 to 83+51	Grub, brush, repair fill failures, shape surface
E332419F	0+00 to 33+98	Grub, brush, shape surface
E332419G	0+00 to 12+21	Grub, brush, shape surface
E332419L	0+00 to 19+79	Grub, brush, fill trench across road (remove
		after sale, install culvert, shape surface
E332419S	0+00 to 10+53	Grub, brush, shape surface
E332419V	0+00 to 11+36	Grub, brush, shape surface
E332420E	2+06 to 50+96	Clear debris, grub, brush, shape surface
E332429J	0+00 to 8+72	Clear debris, grub, brush, shape surface
E332430E	0+00 to 27+11	Clear debris, grub, brush, shape surface
E332430H	0+00 to 27+92	Clear debris, grub, brush, shape surface
E332430H	45+25 to 49+69	Clear debris, grub, brush, shape surface
E332432A	78+09 to 211+18	Grub, brush, add rock, shape surface

#### 0-7 POST-HAUL MAINTENANCE

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

#### 0-8 CLOSURE

This project includes road closure listed in Clause 9-15 ROAD CLOSURE.

#### 0-10 ABANDONMENT

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

#### 0-11 ABANDONMENT BEFORE TIMBER REMOVAL

Purchaser shall abandon the following road at the start of the timber sale contract, before the removal of timber.

Road	<b>Stations</b>	<u>Requirements</u>
E332419E-A	0+00 to 8+19	Rip surface, cut water bars, grass seed, and
		cover with forest debris.

#### 0-12 DESIGNATED SKID TRAIL

This project includes, but is not limited to the following designated skid trail requirements:

Road	Stations	<u>Requirements</u>
Skid 1	2.74 Stations	Install log and slash stream crossing
Skid 2	1.85 Stations	Install log and slash stream crossing

#### SECTION 1 – GENERAL

#### 1-1 ROAD PLAN CHANGES

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

#### **1-2 UNFORESEEN CONDITIONS**

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

#### 1-3 ROAD DIMENSIONS

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

#### 1-4 ROAD TOLERANCES

Purchaser shall perform road work within the tolerances listed below. The tolerance class for each road is listed on the TYPICAL SECTION SHEET. These tolerances do not supersede clauses 1-6, 4-3, and 4-4.

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

#### **1-6 ORDER OF PRECEDENCE**

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

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

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

#### 1-7 TEMPORARY ROAD CLOSURE

Purchaser shall notify the Contract Administrator a minimum of 5 business days before the closure of any road. Construction may not close any road for more than 21 consecutive calendar days.

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

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

#### 1-9 DAMAGED METALLIC COATING

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

#### 1-10 WSDOT STANDARD SPECIFICATION REFERENCE

References in this road plan to "WSDOT Standard Specifications" mean the Washington State Department of Transportation's Standard Specifications for Road, Bridge, and Municipal Construction 2012 (M41-10).

#### 1-15 ROAD MARKING

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

• Orange flagging for work to be completed.

#### **1-20 COMPLETE BY DATE**

Purchaser shall complete road work before the start of timber haul.

#### **1-22 WORK NOTIFICATIONS**

Purchaser shall notify the Contract Administrator a minimum of 14 calendar days before work begins.

#### **1-29 SEDIMENT RESTRICTION**

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

#### **1-30 CLOSURE TO PREVENT DAMAGE**

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

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

Operations must stop unless authority to continue working or hauling is granted in writing by the Contract Administrator. In the event that surface or base stability problems persist, Purchaser shall cease operations, or perform corrective maintenance or repairs, subject to specifications within this road.

#### **1-33 SNOW PLOWING RESTRICTION**

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

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

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

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

#### SECTION 2 – MAINTENANCE

#### 2-1 GENERAL ROAD MAINTENANCE

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

#### 2-4 PASSAGE OF LIGHT VEHICLES

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

#### 2-5 MAINTENANCE GRADING – EXISTING ROAD

Purchaser shall use a grader to shape the existing surface before timber haul. Purchaser shall accomplish all grading using a motor grader with a minimum of 175 horsepower.

#### 2-6 CLEANING CULVERTS

Purchaser shall clean the inlets and outlets of all culverts and shall obtain written approval from the Contract Administrator before work will be accepted.

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

Purchaser shall clean ditches, headwalls, and catchbasins. Work must be completed before timber haul and must be done in accordance with the typical section sheet.

SECTION 3 - CLEARING, GRUBBING, AND DISPOSAL

#### 3-1 BRUSHING

Purchaser shall cut vegetative material up to 6 inches in diameter, including limbs, as shown on the BRUSHING DETAIL. Brushing must be achieved by manual or mechanical cutting of brush, trees, and branches. Root systems and stumps of cut vegetation may not be disturbed unless directed by the Contract Administrator. Purchaser shall remove brushing debris from the road surface, ditchlines, and culvert inlets and outlets.

#### **3-2 BRUSHING RESTRICTION**

**P**ulling, digging, pushing over, and other non-cutting methods used for vegetation removal may not be used for brushing. Excavator buckets, log loaders and similar equipment may not be used for brushing unless otherwise approved in writing by the Contract Administrator.

#### 3-5 CLEARING

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

#### 3-7 RIGHT-OF-WAY DECKING

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

#### **3-8 PROHIBITED DECKING AREAS**

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

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

#### 3-10 GRUBBING

Purchaser shall remove all stumps between the grubbing limits specified on the TYPICAL SECTION SHEET and within waste and debris areas. Purchaser shall also remove stumps with undercut roots outside the grubbing limits. Purchaser shall remove stumps using a hydraulic mounted excavator unless authorized in writing by the Contract Administrator. Stumps over 22 inches diameter must be split. Stumps over 40 inches must be quartered. Grubbing must be completed before starting excavation and embankment.

#### 3-12 STUMP PLACEMENT

Purchaser shall place grubbed stumps outside of the clearing limits as directed by the Contract Administrator and in compliance with all other clauses in this road plan. Stumps must be positioned upright, with root wads in contact with the forest floor on stable locations. Purchaser shall place stumps in 6-foot high rows.

#### 3-20 ORGANIC DEBRIS DEFINITION

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

#### 3-21 DISPOSAL COMPLETION

Purchaser shall remove organic debris from the road surface, ditchlines, and culvert inlets and outlets.

#### 3-23 PROHIBITED DISPOSAL AREAS

Purchaser shall not place organic debris in the following areas:

- Within 50 feet of a cross drain culvert.
- Within 100 feet of a live stream
- On road subgrades, or excavation and embankment slopes.
- On slopes greater than 40%.
- On locations where brush can fall into the ditch or onto the road surface.
- Against standing timber.

#### **3-24 BURYING ORGANIC DEBRIS RESTRICTED**

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

#### 3-30 EXCLUSION OF DOZER BLADES

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

#### 3-31 PILING

Purchaser shall pile organic debris no closer than 20 feet from standing timber and no higher than 10 feet. Piles must be free of rock and soil.

#### SECTION 4 – EXCAVATION

#### 4-1 EXCAVATOR CONSTRUCTION

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

#### 4-2 PIONEERING

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

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

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

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

 Grade and alignment must have smooth continuity, without abrupt changes in direction.

- Maximum grades may not exceed 18 percent favorable and 12 percent adverse.
- Minimum curve radius is 60 feet at centerline.
- Maximum grade change for sag vertical curves is 5% in 100 feet.
- Maximum grade change for crest vertical curves is 4% in 100 feet.

#### 4-4 SWITCHBACK STANDARDS

A switchback is defined as a curved segment of road between a beginning and end of the same curve, where the change of traffic travel direction is greater than 90 degrees. Purchaser shall follow these standards for switchbacks:

- Maximum adverse grades for switchbacks is 10%.
- Maximum favorable grades for switchbacks is 12%.
- Maximum transition grades entering and leaving switchbacks is a 6% grade change.
- Transition grades required to meet switchback grade limitations must be constructed on the tangents preceding and departing from the switchbacks.

#### 4-5 CUT SLOPE RATIO

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

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

#### 4-6 EMBANKMENT SLOPE RATIO

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

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

#### 4-7 SHAPING CUT AND FILL SLOPE

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

#### 4-8 CURVE WIDENING

The minimum widening placed on the inside of curves is:

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

#### 4-9 EMBANKMENT WIDENING

The minimum embankment widening is:

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

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

#### 4-12 FULL BENCH CONSTRUCTION

Where side slopes exceed 45%, purchaser shall use full bench construction for the entire subgrade width.

#### 4-13 DAYLIGHT EXCAVATION ON EXISTING ROADS

Purchaser shall excavate the outside shoulder to daylight.

#### 4-20 SUBGRADE DIMENSIONS FOR INTERSECTIONS

Purchaser shall construct the subgrade to the dimensions shown on the INTERSECTION DETAIL.

#### 4-21 TURNOUTS

Purchaser shall construct turnouts intervisible with a maximum distance of 1,000 feet between turnouts. Locations may be adjusted to fit the final subgrade alignment and sight distances. Minimum dimensions are shown on the TYPICAL SECTION SHEET.

#### 4-22 TURNAROUNDS

Turnarounds must be no larger than 30 feet long and <30> feet wide. <Locations are subject to written approval by the Contract Administrato

#### 4-28 DITCH DRAINAGE

Ditches must drain to cross-drain culverts or ditchouts.

#### 4-29 DITCHOUTS

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

#### 4-35 WASTE MATERIAL DEFINITION

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

#### 4-36 DISPOSAL OF WASTE MATERIAL

Purchaser may sidecast waste material on side slopes up to 45% if the waste material is compacted and free of organic debris. On side slopes greater than 55%, all waste material must be end hauled or pushed to the designated embankment sites and waste areas identified in Clause 4-37 WASTE AREA LOCATION.

#### 4-37 WASTE AREA LOCATION

Purchaser shall deposit waste material in areas identified or approved by the Contract Administrator. Additional waste areas may also be identified or approved by the Contract Administrator. The amount of material allowed in a waste area is at the discretion of the Contract Administrator.

#### 4-38 PROHIBITED WASTE DISPOSAL AREAS

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

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

#### 4-45 SELECT BORROW

Select borrow consists of granular material, either naturally occurring or processed, and contains no more than 5% clay, organic debris, or trash by volume. Select borrow material must be free of rocks greater than 6 inches in any dimension.

#### 4-46 COMMON BORROW

Common borrow consists of soil, and/or aggregate that is non-plastic and contains no more than 5% clay, organic debris, or trash by volume. The material is considered non-plastic if the fines in the sample cannot be rolled, between the hand and a smooth surface, into a thread at any moisture content. Common borrow material must be free of rocks greater than 6 inches in any dimension.

#### 4-48 NATIVE MATERIAL

Native material consists of naturally occurring material that is free of organic debris, trash, and rocks greater than 6 inches in any dimension.

#### 4-48 FILL TRENCH AND REMOVE FILL AT END OF SALE

On the following road, purchaser shall fill a trench across road with common borrow and remove material at end of sale.

Road	Station
E332419L	17+89

#### 4-55 ROAD SHAPING

Purchaser shall shape the subgrade and surface as shown on the TYPICAL SECTION SHEET. The subgrade and surface shape must ensure runoff in an even, un-concentrated manner, and must be uniform, firm, and rut-free. The surface shall be gradable. Purchaser shall accomplish all shaping using a motor grader with a minimum of 175 horsepower.

#### 4-56 DRY WEATHER SHAPING

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

#### 4-61 SUBGRADE COMPACTION

Purchaser shall compact constructed subgrades by routing equipment over the entire width.

#### 4-62 DRY WEATHER COMPACTION

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

#### SECTION 5 – DRAINAGE

#### 5-1 REMOVAL OF SHOULDER BERMS

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

#### 5-5 CULVERTS

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

#### 5-6 CULVERT TYPE

Purchaser shall install culverts made of steel in accordance with Clauses 10-15 through 10-24.

#### 5-8 TEMPORARY DRAINAGE INSTALLATION

Purchaser shall install temporary Log Crossings in the listed Designated Skid trails. Temporary Log Crossings must be located in the natural channel of the stream and be constructed in accordance with the Log Crossing Detail. Temporary Log Crossings must be removed within 30 days following completion of timber harvesting and site cleanup. The removal shall as indicated in Clause 9-23 DESIGNATED SKID TRAIL AND TEMPORARY LOG CROSSING ABANDONMENT and 9-24 DESIGNATED SKID TRAIL AND TEMPORARY LOG CROSSING ABANDONMENT REQUIREMENTS.

Road	<u>Stations</u>
Skid 1	2+10
Skid 2	1+04

#### 5-12 UNUSED MATERIALS STATE PROPERTY

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

#### 5-15 CULVERT INSTALLATION

Culvert installation must be in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL and the National Corrugated Metal Pipe Association's "Installation Manual for Corrugated Steel Drainage Structures". Culverts over <15> inches diameter shall be banded using lengths of no less than 10 feet, and no more than one length less than 16 feet. Shorter section of banded culvert shall be installed at the inlet end.

#### 5-17 CROSS DRAIN SKEW AND SLOPE

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

#### 5-18 CULVERT DEPTH OF COVER

Cross drain culverts must be installed with a depth of cover of not less than 1 foot of compacted subgrade over the top of the culvert at the shallowest point. Stream crossing culverts must be installed with a depth of cover not less than 2 feet of compacted subgrade over the top of the culvert at the shallowest point

#### 5-21 DOWNSPOUTS AND FLUMES

Downspouts and flumes longer than 10 feet must be staked on both sides at a maximum interval of 10feet> with 6-foot heavy-duty steel posts, and fastened securely to the

posts with No. 10 galvanized smooth wire and 1/2-inch bolts in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL.

#### 5-25 CATCH BASINS

Purchaser shall construct catch basins in accordance with CULVERT AND DRAINAGE SPECIFICATION DETAIL. Minimum dimensions of catch basins are 2 feet wide and 4 feet long unless specified otherwise on the INSERT DETAIL OR LIST.

#### 5-26 HEADWALLS FOR CROSS DRAIN CULVERTS

Purchaser shall construct headwalls in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL at all cross drain culverts. Rock may not restrict the flow of water into culvert inlets or catch basins. Rock must be set in place by machine. Placement must be with a zero-drop-height only. No placement by end dumping or dropping of rock is allowed.

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

At the following culvert, Purchaser shall place Light Loose Rip Rap in conjunction with construction of the embankment. Rock must be placed on shoulders, slopes, and around culvert inlets and outlets. Rock may not restrict the flow of water into culvert inlets or catch basins. Rock must be set in place by machine. Placement must be with a zero-drop-height only. No placement by end dumping or dropping of rock is allowed.

<u>Road</u>	<b>Stations</b>	<u>Rock Type</u>
E332430H	28+82	Light Loose Rip Rap

#### 5-30 DRIVABLE WATERBAR CONSTRUCTION

Purchaser shall construct drivable waterbars in accordance with the DRIVABLE WATERBAR DETAIL as marked in the field. Drivable waterbars must be installed concurrently with construction of the subgrade and must be maintained in an operable condition.

#### 5-31 ROLLING DIP CONSTRUCTION

Purchaser shall construct rolling dips in accordance with the ROLLING DIP DETAIL and as marked in the field. Rolling dips must be installed concurrently with construction of the subgrade and must be maintained in an operable condition.

#### 5-33 NATIVE SURFACE ROADS

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

#### 6-5 ROCK FROM COMMERCIAL SOURCE

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

#### 6-21 IN-PLACE PROCESSING

Purchaser may use in-place processing, such as a grid roller or other method, if suitable crushing can be demonstrated to meet the surfacing size-specified in Clause 6-38 4-INCH IN-PLACE ROCK. Purchaser shall use in-place processing, such as a grid roller, mobile linear crusher, or other method of in-place processing to produce 4-inch in-place rock. Rock must meet the surfacing size specified in Clause 6-38 4-INCH IN-PLACE ROCK. Purchaser shall remove any existing organic debris before the start of in-place crushing operations. The use of in-place processing methods is subject to written approval by the Contract Administrator.

#### 6-22 FRACTURE REQUIREMENT FOR ROCK

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

#### 6-23 ROCK GRADATION TYPES

Purchaser shall 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.

#### 6-33 3-INCH MINUS CRUSHED ROCK

% Passing 3" square sieve	100%
% Passing 2" square sieve	65 - 95%
% Passing 3/4" square sieve	28 - 70%
% Passing U.S. #4 sieve	10 - 35%
% Passing U.S. #200 sieve	0 - 10%

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

#### 6-36 4-INCH MINUS CRUSHED ROCK

% Passing 4" square sieve	100%
% Passing 2" square sieve	55 - 75%
% Passing U.S. #4 sieve	15 - 45%

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

#### 6-38 4-INCH IN-PLACE ROCK

4-inch in-place rock must have a minimum of 90 percent of the top 4 inches of the running surface pass a 4-inch square opening.

In-place rock may not contain more than 5 percent by weight of organic debris and trash. No more than 50 percent of rock may be larger than 8 inches in any dimension and no rock may be larger than 10 inches in any dimension.

#### 6-50 LIGHT LOOSE RIP RAP

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

<u>Quantity</u>	Approximate Size Range
20% to 90%	500 lbs. to 1 ton (18"- 28")
15% to 80%	50 lbs. to 500 lbs. (8"- 18")
10% to 20%	3 inch to 50 lbs. (3"- 8")

#### 6-51 HEAVY LOOSE RIP RAP

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

<u>Quantity</u>	Size Range
30% to 90%	1 ton to 2 ton (28"- 36")
30% to 70%	500 lbs. to 1 ton (18"- 28")
20% to 50%	50 lbs. to 500 lbs. (8"- 18")
10% to 20%	3 inch to 50 lbs. (3"- 8")

#### 6-55 ROCK APPLICATION MEASURED BY COMPACTED DEPTH

Measurement of specified rock depths, are defined as the compacted depth(s) using the compaction methods required in this road plan. Estimated quantities specified in the ROCK LIST compacted yards. Purchaser shall apply adequate amounts of rock to meet the specified rock depths. Specified rock depths are minimum requirements and are not subject to reduction.

#### 6-70 APPROVAL BEFORE ROCK APPLICATION

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

#### 6-71 ROCK APPLICATION

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

#### 6-76 DRY WEATHER ROCK COMPACTION

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

#### 6-80 WATERING FOR DUST ABATEMENT

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

#### 6-81 CHEMICAL TREATMENT FOR DUST ABATEMENT

Purchaser shall treat roads with Lignin Sulfonate or Magnesium Chloride for dust abatement. No other chemical may be used for dust abatement. The Lignin Sulfonate or Magnesium Chloride may not be used for any other purposes.

#### 6-82 CHEMICAL RESTRICTION

Purchaser shall not allow chemicals used for dust abatement to enter any streams.

#### 6-83 LIGNIN SULFONATE APPLICATION RATE

The "as supplied" liquid Lignin Sulfonate must be diluted with an adequate amount of water to obtain a 25% solids content for application. Purchaser shall apply Lignin Sulfonate to the surface at a rate not less than 0.5 gallons per square yard (approximately 77.8 gallons per station).

#### 6-84 MAGNESIUM CHLORIDE APPLICATION RATE

Purchaser shall apply Magnesium Chloride to the surface at a rate not less than 0.5 gallons per square yard (approximately 77.8 gallons per station).

#### 6-85 CHEMICAL DUST ABATEMENT EQUIPMENT

Application equipment used to spread dust abatement chemicals must be capable of uniform application. A tanker truck with a "slash pan" or "plate" is not acceptable. Field dilution must be accomplished within the application vehicle.

#### 6-86 TIMING FOR CHEMICAL APPLICATION

Purchaser shall obtain prior written approval from the Contract Administrator for the timing of application for dust abatement chemicals. It is intended that dust abatement chemicals be applied during the summer season.

#### SECTION 7 – STRUCTURES

#### 7-6 STREAM CROSSING INSTALLATION

Purchaser shall install stream crossing structures in accordance with the manufacturer's requirements, and Forest Practice requirements.

#### 7-7 BANK PROTECTION FOR STREAM CROSSING STRUCTURES

Purchaser shall design and construct bank protection to prevent the undermining of the structure. Purchaser must construct bank protection in accordance with the stream crossing, design, specifications, and details.

#### 7-75 GATE MAINTENANCE

Purchaser shall maintain all gates used in good working condition.

SECTION 9 – POST-HAUL ROAD WORK

#### 9-1 EARTHEN BARRICADES

Purchaser shall construct barricades in accordance with the EARTHEN BARRICADE DETAIL.

#### 9-5 POST-HAUL MAINTENANCE

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

#### 9-10 LANDING DRAINAGE

Purchaser shall provide for drainage of the landing surface.

#### 9-11 LANDING EMBANKMENT

Purchaser shall slope landing embankments to the original construction specifications.

#### 9-21 ROAD ABANDONMENT

Purchaser shall abandon the following roads at the termination of use.

Road	<u>Stations</u>	Туре
E332419E-A	8.19 Stations	Light
E332419G	19.09 Stations	Light
E332419U	1.09 Stations	Light
E332419W	4.77 Stations	Light

#### 9-22 LIGHT ABANDONMENT

- Remove road shoulder berms except as directed.
- Rip the surface to a minimum depth of 10 inches.
- Construct non-drivable waterbars according to the attached NON-DRIVABLE WATERBAR DETAIL at a maximum spacing that will produce a vertical drop of no more than 10 feet between waterbars or between natural drainage paths and with a maximum spacing of 100 feet, or as marked in the field.

- Skew waterbars at least 30 degrees from perpendicular to the road centerline on roads in excess of 3 percent grade.
- Key waterbars into the cut-slope to intercept the ditch. Waterbars must be outsloped to provide positive drainage. Outlets must be on stable locations.
- Block roads with earthen barricades in accordance with the attached EARTHEN BARRICADE DETAIL.
- Apply grass seed concurrently with abandonment.
- Scatter woody debris and rocks onto abandoned road surfaces.

#### 9-23 DESIGNATED SKID TRAIL AND TEMPORARY LOG CROSSING ABANDONMENT

Purchaser shall abandon the following roads at the termination of use.

Road	<b>Stations</b>	Туре
Skid 1	2+10	Designated Skid Trail and Temporary Log Crossing
Skid 2	1+04	Designated Skid Trail and Temporary Log Crossing

#### 9-24 DESIGNATED SKID TRAIL AND TEMPORARY LOG CROSSING ABANDONMENT REQUIREMENTS

- Construct non-drivable waterbars according to the attached NON-DRIVABLE WATERBAR DETAIL at a maximum spacing that will produce a vertical drop of no more than 10 feet between waterbars or between natural drainage paths and with a maximum spacing of 100 feet, or as marked in the field.
- Skew waterbars at least 30 degrees from perpendicular to the road centerline on skid trails in excess of 3 percent grade.
- Block roads with earthen barricades in accordance with the attached EARTHEN BARRICADE DETAIL.
- Apply grass seed concurrently with abandonment.
- Scatter woody debris and rocks onto abandoned road surfaces.
- Remove all logs and slash from stream
- Apply grass seed and straw to the open crossing

#### SECTION 10 MATERIALS

#### 10-15 CORRUGATED STEEL CULVERT

Metallic coated steel culverts must meet AASHTO M-36 (ASTM A-760) specifications. Culverts must be galvanized (zinc coated meeting AASHTO M-218) except culverts over 24 inches must be aluminized (aluminum type 2 coated meeting AASHTO M-274 aluminized (aluminum type 2 coated meeting AASHTO M-274).

#### 10-16 CORRUGATED ALUMINUM CULVERT

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

#### **10-20 FLUME AND DOWNSPOUT**

Downspouts and flumes must meet the AASHTO specification designated for the culvert.

#### 10-21 METAL BAND

Metal coupling and end bands must meet the AASHTO specification designated for the culvert and must have matching corrugations. Culverts 24 inches and smaller must have bands with a minimum width of 12 inches. Culverts over 24 inches must have bands with a minimum width of 24 inches.

#### **10-23 RUBBER CULVERT GASKETS**

Rubber gaskets must be continuous closed cell, synthetic expanded rubber gaskets conforming to the requirements of ASTM D 1056. Rubber gaskets must be used with all corrugated metal pipe coupling bands.

#### **10-24 GAUGE AND CORRUGATION**

Unless otherwise stated, culverts must conform to the following specifications for gage and corrugation as a function of diameter.

<u>Diameter</u>	<u>Gauge</u>	<b>Corrugation</b>
18"	16 (0.064")	2 <sup>2</sup> / <sub>3</sub> " X <sup>1</sup> / <sub>2</sub> "
24" to 48"	14 (0.079")	2 <sup>2</sup> / <sub>3</sub> " X <sup>1</sup> / <sub>2</sub> "
54" to 96"	12 (0.109")	3" X 1"

#### **10-30 LIGNIN SULFONATE MATERIALS**

Lignin Sulfonate is the chemical residue produced as a by-product of the acid sulfite pulping process, and supplied as a water solution. The base solution may be ammonia, calcium, or sodium and must be water soluble to allow field dilution. Percent solids must be 50% as supplied. When requested by the Contract Administrator, certification must be provided that shows:

- Solids determination has been made in accordance with the modified Technical Association of the Pulp and Paper Industry Standard T629-M53 or by a specific gravity/percent solids verses temperature graph that correlates with the standard.
- The P<sub>h</sub> of the delivered material is a 4.5 minimum as determined by AASHTO-T200.

#### **10-31 MAGNESIUM CHLORIDE MATERIALS**

Magnesium Chloride is the chemical residue produced as a by-product of the potash production or natural salt brine, and supplied as a water solution. Percent solids must be 28% magnesium by mass, as supplied.

#### FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS

#### Cuts and Fills

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

#### Surface

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

#### Drainage

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

#### Sturctures

 Repair culverts, bridges, gates, fences, cattle guards, signs, and other road structures as required because of purchaser use. Repairs shall be subject to Contract Administrator's approval.

#### FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS

#### **Preventative Maintenance**

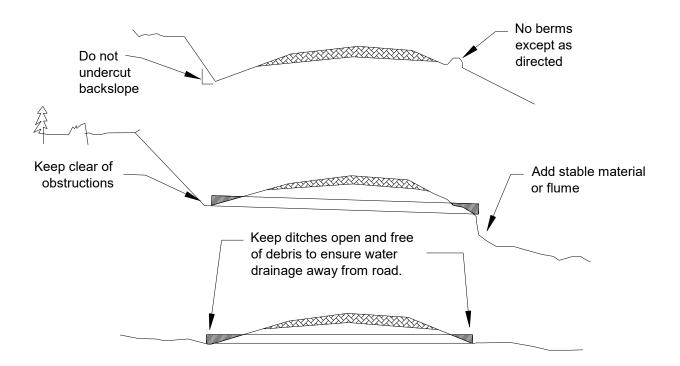
 Perform preventative maintenance work to safeguard against storm damage, such as blading to ensure correct runoff, ditch and culvert cleaning, and waterbar maintenance.

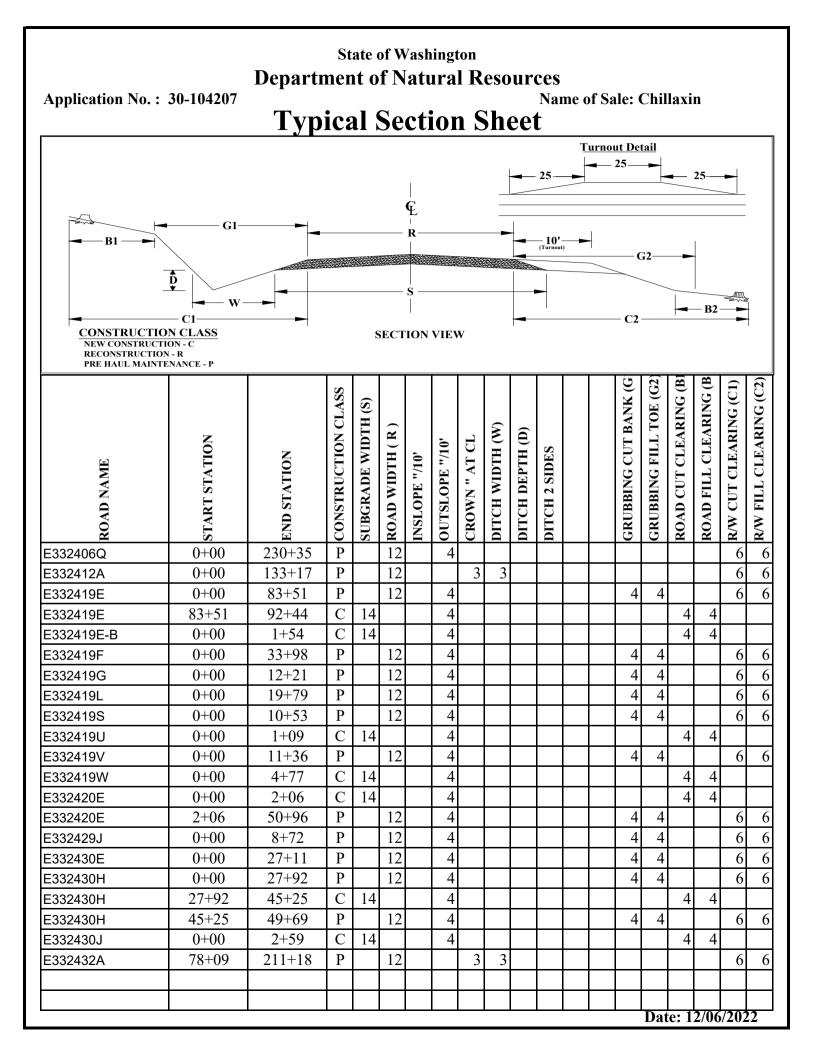
#### Termination of Use or End of Season

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

#### Debris

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





					Timber Sa	13. Tempo	12. See "L	11. Install	10. See Pi	9. See Roll	8. Remove	7. Step Be	6. Light L	5. Heavy I	Skid 2         1+04         12         4. Armor	2+10                   12	28+82     24     16     36     1     1     1     1,6,10	19L 15+55 18 16 30 0 0 110,13	Road Name Station Station Diameter (in) Gauge Skew Culvert (ft) Downspout Flume Inlet C.Y. Outlet C.Y. Catchbasin Ditch Staked Rolling Dip	CULVERT LENGTH RIPRAP	CULVERT & DRAINAGE LIST	Application No.: 30-104207 Name of Sale: Chillaxin	DEPARTMENT OF NATURAL RESOURCES	STATE OF WASHINGTON
					Timber Sale	13. Temporary, Remove at the end of	12. See "Log Crossing" Detail	11. Install Energy dissipator - See D1	<b>10. See Pipe Installation Detail D1</b>	9. See Rolling Dip Detail D5	8. Remove Existing Pipe	7. Step Bevel Pipe Ends	6. Light Loose RipRap	5. Heavy Loose RipRap	4. Armor Ditch	<b>3.</b> Armor Catchbasin - See Detail D1	2. Install Catchbasin - See Detail D1	1. Install Headwall - See Detail D1	STRUCTURE NOTES		E LIST	Date: 12-6-2022	URCES	

# STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES Application No.: 30-104207 Name of Sale: Chillacon ROCC LISS

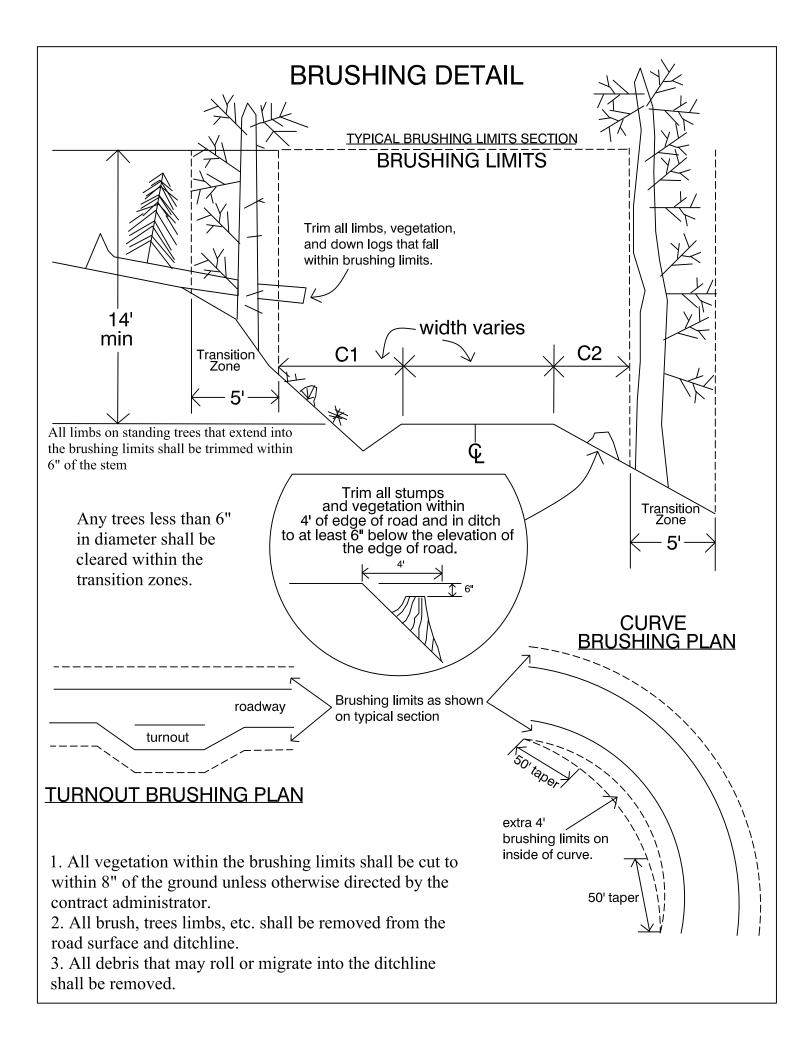
1. ROCK DEPTHS ARE DEFINED AS COMPACTED DEPTHS.

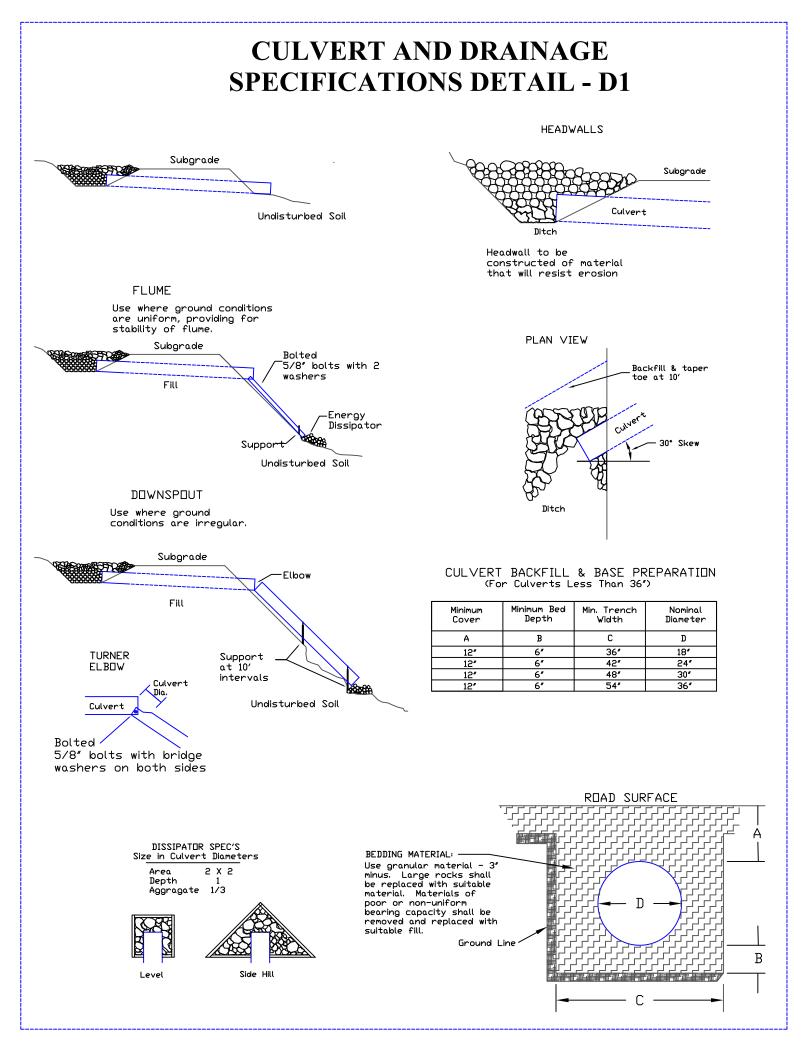
2. LOOSE YARD QUANTITIES ARE DEPENDANT ON SOURCE.

3. ROCK SLOPES SHALL BE 1.5(H) : 1(V).

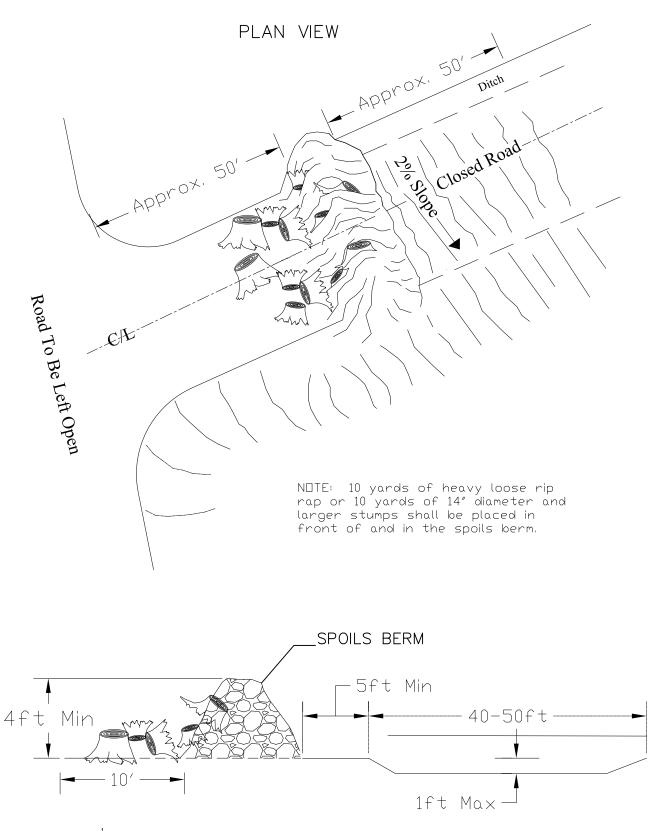
4. ALL ROCK SOURCES ARE SUBJECT TO APPROVAL BY THE CONTRACT ADMINISTRATOR.

ROAD NAME	START STATION	END STATION	SUBGRADE WIDTH (ft)	BALLAST SOURCE	BALLAST WIDTH (ft)	BALLAST DEPTH (in)	BALLAST QTY (cu.yd./sta	SURFACE SOURCE	SURFACE WIDTH (ft)	SURFACE DEPTH (in)	SURFACE QTY (cu.yd./sta	FABRIC WIDTH (ft)
E332419E*	14+29	24+79	16		14	4	18				0	
E332419E*	83+51	92+44	16		14	4	18				0	
E332430H*	28+32	29+32	16		14	4	18				0	
E332432A*	123+66	124+66	18		16	4	20				0	
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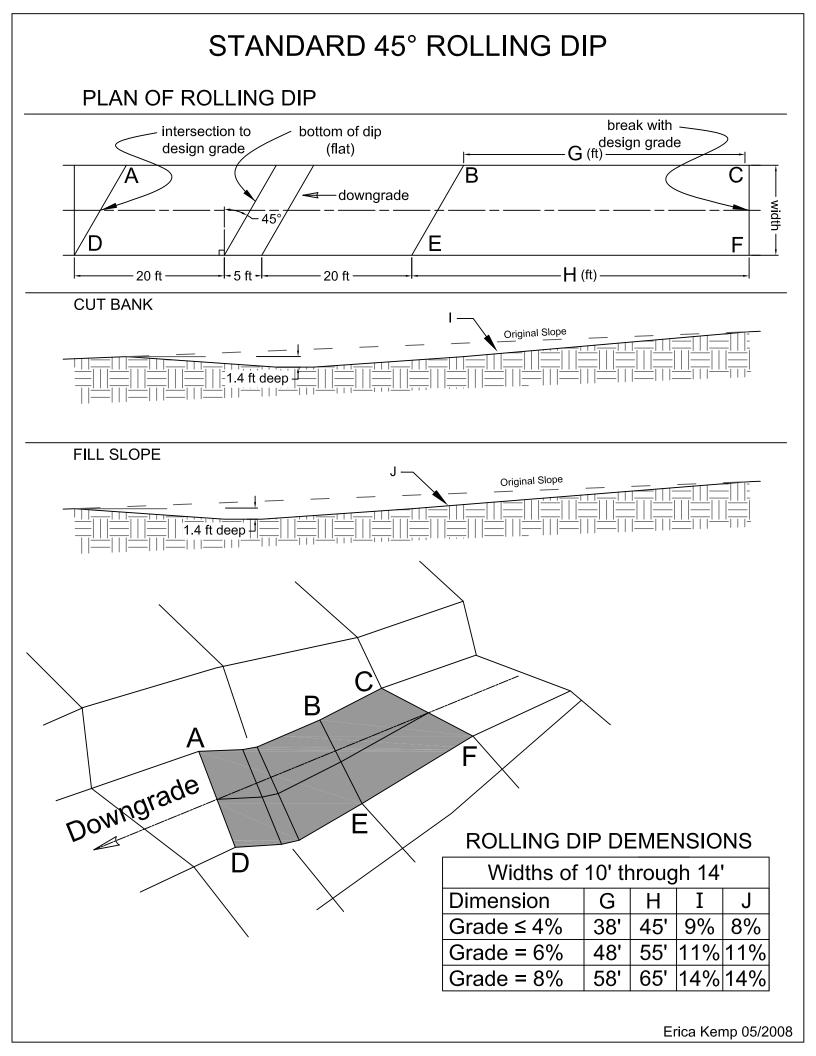


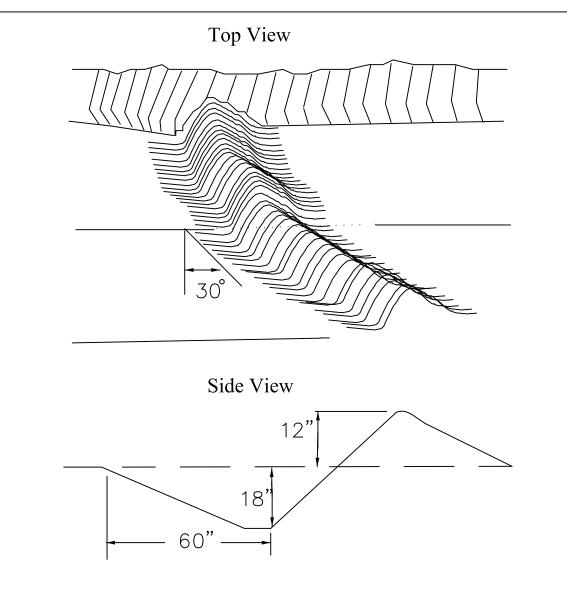
### SPOILS BERM DETAIL-D8



Note:  $\frac{1}{3}$  of stumps or rip rap shall be partially buried in the spoils berm and/or road surface.

Intersection Detail Same Grade -75 Feet Main road and spur must have he same grade until there is horizontal separation from each other. New Grade Main Road Grade 





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

## Driveable Waterbar Detail

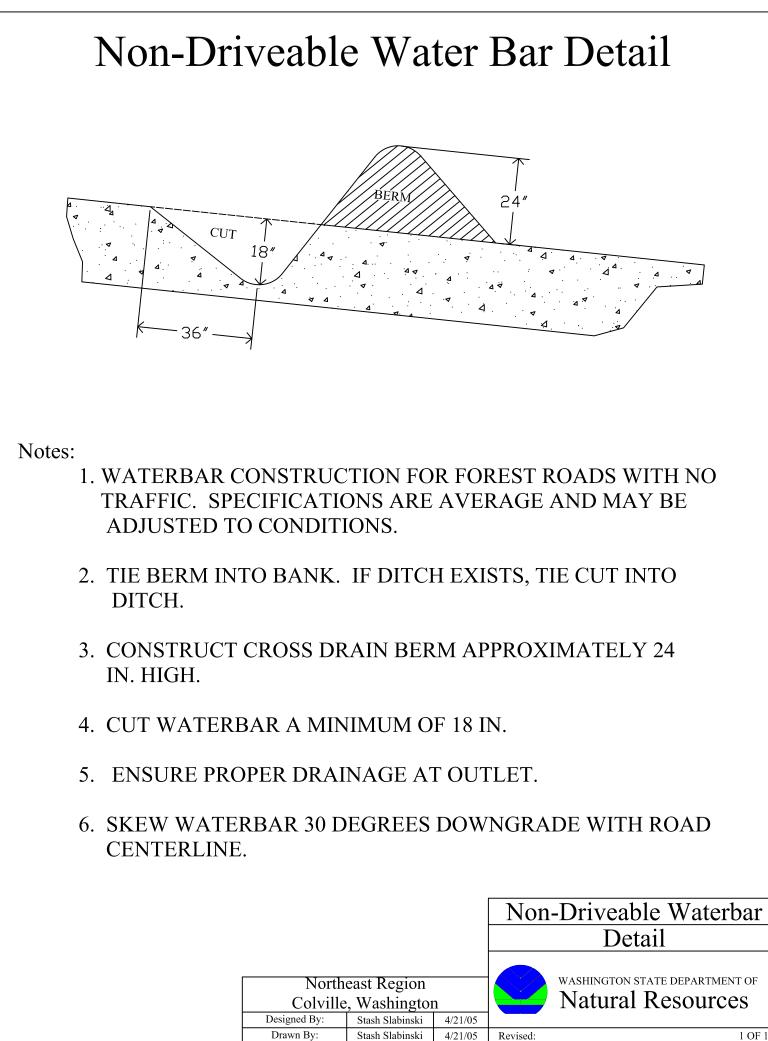


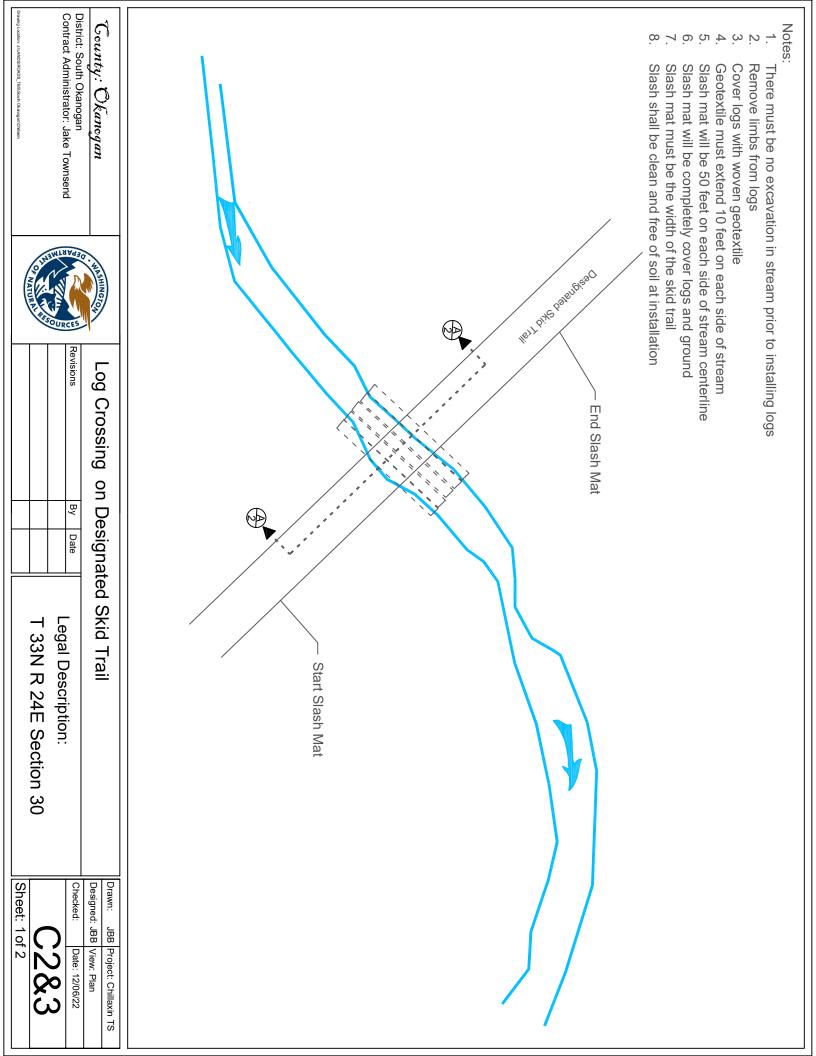
washington state department of Natural Resources

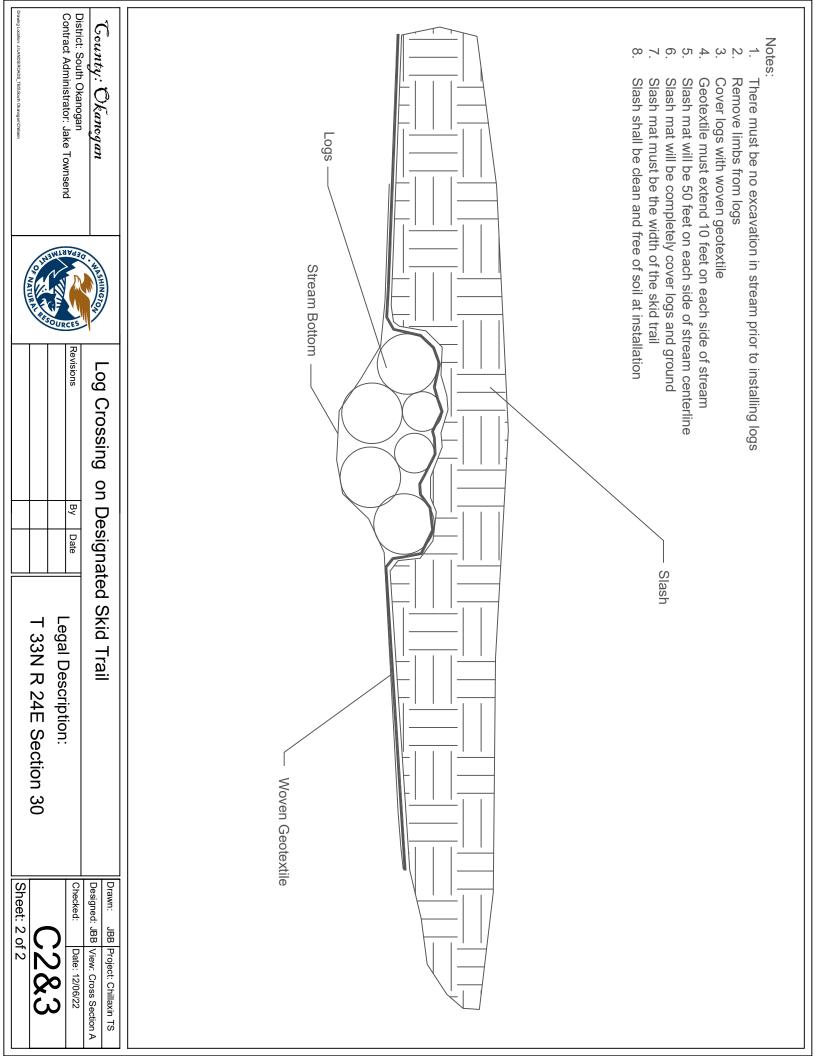
1 Vol theast 10051011											
Colville, Washington											
Designed By:	Stash Slabinski	9/06/05									
Drawn By:	Stash Slabinski	9/06/05									

Northeast Region

Revised:







#### Sale Name - chillaxin

REGION: Northeast CONTRACT #: 104207 DISTRICT: South Okanogan ENGINEER: Jason Bauer DATE: 4/18/2023

	Construction	Reconstruction	Maintenance	Deactivation	Abandonment
<b>ROAD NUMBERS:</b>	E332419E		E332406Q		E332419E-A
Comments:	E332419E-B		E332412A		E332419G
	E332419U		E332419E		E332419U
	E332419W		E332419F		E332419W
	E332420E		E332419G		
	E332430H		E332419L		
	E332430J		E332419S		
			E332419V		
			E332420E		
			E332429J		
			E332430E		
			E332430H		
			E332432A		
ROAD STANDARD:	Construction	Reconstruction	Maintenance	Deactivation	Abandonment
NUMBER OF STATIONS:	38.31	0.00	785.08	0.00	33.14
CLEARING & GRUBBING:	\$2,324		\$28,352		0
EXCAVATION AND FILL:	\$5,496	\$0	\$33,291	\$0	\$1,928
MISC. MAINTENANCE:	\$380	\$0	\$9,183		\$0
ROAD ROCK:	\$6,570	\$0	\$12,194		\$0
ADDITIONAL ROCK:			\$0		\$0
CULVERTS AND FLUMES:	\$1,277	\$0	\$1,427		\$0
STRUCTURES/MATERIALS:					\$0

[	TOTAL COSTS:	\$16,047	\$0	\$84,447	\$0	\$1,928
	COST PER STATION:	\$41		\$108	\$0	\$58

	\$/per move	# of moves	Total		
MOBILIZATION:	\$1,000	3	\$3,000		
	TOTAL (All Roads) =			\$105,422	Extras are not in
	SALE VOLUME mbf =		4,722		
		TOTAL \$/MBF	=	\$22	