

# STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES

# REQUEST FOR QUOTE RFQ NO. 30-104159

PROJECT TITLE: UPPER LEFT SORTS

QUOTE DUE DATE: September 26, 2023 10:00 AM

EXPECTED TIME PERIOD FOR CONTRACT: October 1, 2023 to April 30, 2024

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

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# SECTION 1 INTRODUCTION

### 1.01 Project Summary

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

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

### 1.02 Purpose and Background

This Request for Quotes seeks responses from harvesters, logging firms, operators of logging equipment or any firms, businesses or individuals who have been pre-qualified for DNR's harvester bidding pool and are interested in contract harvesting approximately 2557 MBF of timber in 3 unit(s) for the Department of Natural Resources in the Pacific Cascade Region Office.

#### 1.03 Minimum Qualifications

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

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

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

#### 1.04 Contract Term

The period of performance of the Harvesting Service Contract resulting from this Request for Quotes (RFQ) and subsequent bidding process is tentatively scheduled for October 1, 2023 to April 30, 2024. Any amendments extending the period of performance shall be at DNR's sole discretion.

#### 1.05 Payment for Work

The State shall make payments to the Contractor for services required and approved including log hauling and road work calculated according to the terms in the harvesting services contract. The Contractor is responsible for independently negotiating, procuring and paying for all services provided.

Depending on the project bid structure defined in section 2.06 'Contract Harvesting Services Quote Format' of this RFQ, payment will be calculated using:

- The Contractor's On Board Truck (OBT) bid rate per mbf for logs harvested and delivered for sort(s) 1, 2 and 3.
- And an OBT rate of \$14.00 per Ton for sort 6 harvested and delivered.
- Utility volume scaled in mbf sorts will be determined on an adjusted gross scale basis and paid for at an OBT rate of \$14.00 per mbf.
- Payment for Harvesting (OBT): The State's payment to the Contractor for harvesting (OBT Rate) adjusted each quarter using the following formula:
   Harvester's OBT Rate = (Q(x) Q(base)) × 100 × \$0.04 + Harvester's OBT Bid
   Rate

Where;

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

Q(x) = Average fuel price for quarter preceding log deliveries.

Harvester's OBT Rate shall not be less than their original bid rate.

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

Hauling Services Payment Rate per Ton

= (Base Rate + Mileage Rate) x (Contractor's hauling bid factor)

Base Rate = \$2.35

(based on multiple truck operation fixed cost/ton within 'Report to the Washington State Legislature, The Washington Log Trucking Industry: Costs and Safety Analysis, August 2008')

Mileage Rate =  $((\$0.16 \times C \text{ miles}) + (\$0.14 \times A \text{ miles})) \times (\text{Fuel Index Factor})$ 

The Fuel Index Factor will be adjusted quarterly by the State based upon the U.S. Energy Information Administration's Weekly Retail On-Highway Diesel prices for the West Coast region posted at <a href="https://www.eia.gov/petroleum/gasdiesel/">https://www.eia.gov/petroleum/gasdiesel/</a> using the following formula;

Fuel Index Factor = 
$$1 + \frac{Q(x) - Q_{(base)}}{Q_{(base)}}$$

Where;  $Q_{(base)} = Average$  fuel price for quarter preceding harvesting services contract bid opening.

 $Q_{(x)}$  = Average fuel price for quarter preceding log deliveries.

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

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Hauling Rate Example:

Base Rate = $2.35

C miles = 10

A miles = 100

Fuel Index Factor = 1.000

Mileage Rate = (($0.16 x 10) + ($0.14 x 100)) x (1.000) = $15.60

Contractor's hauling bid factor = 1.100
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Hauling Services Payment Rate per Ton
= (Base\ Rate + Mileage\ Rate)\ x\ (Contractor's\ hauling\ bid\ factor)
= (\$2.35 + \$15.60)\ x\ 1.100
= \$19.75
```

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

- Travel distances to each log sort destination will be determined by the State and will represent the one-way travel distance from the sale area to the purchaser's delivery point.
- With prior approval by the State and toll/ferry receipt provided, reimbursement of toll/ferry costs incurred for transporting logs.
- Payment amounts for fixed-rate road construction elements are based upon the rates established by the State and listed in the Harvesting Services Contract. When applicable, payment amounts for biddable road construction elements will be in accordance with the rates listed in Contractor's road cost proposal provided as an attachment to the official bid form.

#### 1.06 RFQ Definitions

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

- **Contractor** Individual or company selected to harvest and haul logs for the State. Contractor may also be required to perform roadwork or other services as required in the Harvesting Services Contract and Road Plan.
- **DNR** The State of Washington, Department of Natural Resources.
- **Eligible Bidder** Candidate Harvester who's Statement of Qualifications has scored a predetermined minimum point total (as determined by the DNR). Only eligible bidders are requested to submit a bid for the work outlined in the Harvesting Services Contract.
- **Harvesting Services Contract** the agreement between the State and a Contractor that defines the work to be done by the Contractor. The Contractor and the State sign this contract after the timber sale auction where the Purchaser's of the log sorts has been determined.
- **Purchaser -** Person or Company that has purchased logs to be delivered by the Contractor of a Contract Harvesting Sale. A Contract Harvesting sale usually has numerous Purchasers.
- **Quote** Official bid form submitted by Eligible Bidders. A complete Quote consists of the bid rate for delivered logs, the bid rates for hauling services, and a completed 'Statement of Available Resources and Work Plan'.
- **Request for Quotes (RFQ)** A formal procurement process used to solicit bids from prequalified firms for the right to perform the work defined in the RFQ.
- **Request for Statement of Qualifications (RFSOQ)** A formal procurement process used to pre-qualify firms for inclusion in the DNR's Contract Harvesting Services Eligible Bidder Pool.
- **Request for Quotes Coordinator -** DNR employee who oversees the Contractor Selection Process and serves as the main point of contact between the DNR and Candidate Harvesters. The Coordinator may delegate some of the duties, but is responsible for ensuring the process is properly followed and documented.
- **Statement of Qualifications (SOQ)** Document to be filled out by Candidate Harvesters and submitted to the DNR. Lists the Candidate Harvesters experience, qualifications, background information and references. Used by an evaluation team to determine which Candidate Harvesters are qualified to bid for the right to perform the harvesting project.
- **Subcontractor** Individual or company employed by the Contractor to perform a portion or all of the services required by the Harvesting Services Contract. The Contractor is responsible for independently negotiating, procuring and paying for all subcontracted services rendered.

### SECTION 2 GENERAL INFORMATION FOR HARVESTERS

### 2.01 RFQ Coordinator

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

RFQ Coordinator	Becky VonDracek
Address	PO Box 280
City, State, Zip Code	Castle Rock, WA 98611280
Phone Number	(360)577-2025
Fax Number	N/A
E-Mail Address	Becky.VonDracek@dnr.wa.gov

### 2.02 Estimated Project Schedule

As defined in the Project Schedule (See Exhibit A)

The DNR reserves the right to revise this schedule.

#### 2.03 Pre-Quote Candidate Harvester Questions

Candidate Harvesters may mail or email questions about the RFQ to the RFQ Coordinator. The RFQ Coordinator will accept questions until September 19, 2023 at 10:00 AM. Questions received after this date and time will not be answered unless the RFQ Coordinator decides that it is in the DNR's best interests to answer them. A copy of the question(s) received, along with the DNR's official answer(s), will be mailed or emailed to each Candidate Harvester who received a copy of the RFQ. This copy will become an addendum to the RFQ. The DNR shall be bound only by written answers to questions. Oral responses given on the telephone will be considered unofficial.

#### 2.04 Submitting a Quote

Candidate Harvesters must submit ONE copy of the official Harvesting Services Contract Sealed Bid Form including a 'Statement of Available Resources and Work Plan' with original signatures. The Quote, whether mailed, hand delivered, or emailed must arrive at the DNR no later than 10:00 AM, local time, on September 26, 2023.

The Quote is to be sent to the RFQ Coordinator at the address listed in Item 2.01 above. The envelope should be clearly marked "Attention RFQ Coordinator, Contract Harvesting Services Quote Enclosed, Do Not Open Until September 26, 2023."

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

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

#### 2.05 Proprietary Information/Public Disclosure.

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

DNR will charge for copying and shipping, as permitted by RCW 42.56.120. No fee shall be charged for inspection of contract files. Twenty-four (24) hours notice to the RFQ Coordinator is required. All requests for information should be directed to the Coordinator.

# 2.06 Contract Harvesting Services Quote Format

For a responsive bid, the following bid elements are required to be submitted on or attached to an official DNR Harvesting Services bid form;

OBT harvesting rate per MBF	Required
Hauling services bid factor  Required	
(formatted to 3 decimals i.e. #.###)	required
Responsible Bidder Criteria – Wage Law Compliance	Required
Road construction cost proposal	Required
Statement of Available Resources and Work Plan	Required
All attachments incorporated by reference	Required

### 2.07 Revisions to the RFQ

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

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

#### 2.08 Most Favorable Terms

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

### 2.09 Costs to Propose

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

### SECTION 3 PROJECT SCOPE OF WORK

### 3.01 Project Scope of Work.

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

### 3.02 **SPECIAL REQUIREMENTS**

This project will require the harvest and delivery of a large amount of timber in a relatively short operating window. It is imperative that the successful harvester has the ability and resources available to complete this project within the anticipated work schedule as described in section 1.04 of this RFQ.

# **SECTION 4 QUOTE EVALUATION**

#### 4.01 Evaluation Team.

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

#### 4.02 Administrative Requirements.

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

### 4.03 Responsibleness.

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

- Has adequate financial resources to perform the contract, or the ability to obtain them;
- Is able to comply with the required delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;

- Has a satisfactory performance record. A Candidate Harvester shall not be determined responsible or non-responsible solely on the basis of a lack of relevant performance history, unless the DNR determines special standards are appropriate. A Candidate Harvester that is or recently has been seriously deficient in contract performance shall be presumed to be non-responsible, unless the DNR determines that the circumstances were properly beyond the Candidate Harvester's control, or that the Candidate Harvester has taken appropriate corrective action. Past failure to apply sufficient tenacity and perseverance to perform acceptably is strong evidence of non-responsibility. Failure to meet the quality requirements of the contract is a significant factor to consider in determining satisfactory performance. The DNR shall consider the number of contracts involved and the extent of deficient performance in each contract when making this determination.
- Any special standards will be properly identified in this solicitation and will apply to all Candidate Harvesters and their subcontractors.

#### 4.04 Information Used for Evaluation.

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

### 4.05 Signatures

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

### 4.06 Failure to Comply

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

### 4.07 Rejecting Quotes

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

#### 4.08 Lowest Responsible Bidder

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

- a. the ability, capacity, and skill of the bidder to perform the contract;
- b. the character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- c. whether the bidder can perform the contract within the time specified;

- d. the quality of performance of previous contracts; and
- e. the previous and existing compliance by the bidder with laws relating to the contract or services. The DNR's determination that a bidder is not qualified shall result in rejection of the bid submitted.

### 4.09 Challenges to the Apparent Successful Bidder

- a. An unsuccessful bidder may appeal the bid award if they believe the process used to award the contract was not conducted properly. Please include the reasons why you believe the contract should not be awarded to the successful bidder.
- b. The DNR Region Manager must receive the appeal; in writing no later than 5 days from the date the letter was sent by email or mail to the bidder notifying them that they were unsuccessful.
  - The Region Manager shall issue a written decision within 10 days of receipt of the appeal and cite the reasons for approving or disapproving the appeal.
- c. If the appellate is not satisfied with the decision of the Region Manager, the appellant may further appeal to the Deputy Supervisor-Uplands within 5 calendar days from the issuance of the Region Manager's written decision. The Deputy Supervisor-Uplands shall consider all information provided and issue a final decision in writing, citing reasons to approve or disapprove the appellant's appeal.

# **SECTION 5 RFQ EXHIBITS**

Exhibit A	Estimated Harvest Project Schedule
Exhibit B	Draft Harvesting Services Contract
Exhibit C	Road Plan
Exhibit D	Timber Sale Map
Exhibit E	Harvesting Services Contract Sealed Bid Form
Exhibit F	Wage Law Compliance Form
Exhibit G	Road Construction Cost Proposal



#### TIMBER NOTICE OF SALE

SALE NAME: UPPER LEFT SORTS AGREEMENT NO: 30-105160 - 30-105165

AUCTION: October 26, 2023 starting at 10:00 a.m. COUNTY: Skamania

Pacific Cascade Region Office, Castle Rock, WA

**SALE LOCATION:** Sale located approximately 14 miles north of Washougal

PRODUCTS SOLD

AND SALE AREA: All delivered logs, except leave trees marked with blue paint, trees bound with yellow

"Leave Tree Area" tags, all down timber existing 5 years prior to the day of sale and all

downed timber greater than 24 inches diameter, bound by the following:

Unit 1 Thinning, white "Timber Sale Boundary" tags with pink flagging, reprod, the W-

1200 road and the W-1280 road;

Unit 2 VRH, white "Timber Sale Boundary" tags with pink flagging, reprod, the W-1280

road and the W-1281 road;

Unit 3 VRH, white "Timber Sale Boundary" tags with pink flagging, reprod, and the W-

1200 road;

Unit 4 and 5 ROW, orange "Right-of-way Boundary" tags and orange flagging; meeting the specifications described below; on parts of Sections 30, and 31 all in Township 3

North, Range 5 East W.M., containing 112 acres, more or less.

#### MINIMUM BID AND ESTIMATED LOG VOLUMES:

Agreement #	Sort #	Species and Sort Specifications	Average Log Length	Estin Volu		Tons Per MBF		um Bid ed Prices	Total Appraised Value	Bid Deposit
			8	Mbf	Tons		\$/mbf	\$/Ton	] '	'
105160	1	DF 5"-11"	28'	1366	9699	7.1	\$725.00		\$990,350.00	\$99,035.00
105161	2	DF 12"+	28'	843	4889	5.8	\$750.00		\$632,250.00	\$63,225.00
105162	3	DF HQ 12"+	28'	327	1897	5.8	\$850.00		\$277,950.00	\$27,795.00
105165	6	Pulp 2"+	N/A	21	273	13		\$20.00	\$5,460.00	\$546.00

Totals: 2557 16758 \$1,906,010.00

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

no: BVC-SFIFM-018227)

BID METHOD: Sealed Bids UNIT OF MEASURE: MBF Scale/Tonnage Scale

**EXPIRATION DATE:** April 15, 2024 **ALLOCATION:** Export Restricted

**PAYMENT** 

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

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#### TIMBER NOTICE OF SALE

# BIDDING

**PROCEDURES:** A separate sealed bid and envelope must be submitted for each log sort. Prospective

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

### TIMBER EXCISE

TAX:

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

Use the following rates for estimating taxable stumpage:

Payment for Harvesting (OBT): The State's payment to the Contractor for harvesting (OBT Rate) adjusted each quarter using the following formula:

Harvester's OBT Rate =  $(Q(x) - Q(base)) \times 100 \times \$0.04 + Harvester's OBT Bid Rate$ 

Where;

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

Q(x) = Average fuel price for quarter preceding log deliveries.

Harvester's OBT Rate shall not be less than their original bid rate.

Harvest Cost = \$0.00 per MBF for sorts 1, 2, 3 and \$14.00 per Ton for sort 6.

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

Base Rate = \$2.35 per ton

Mileage Rate = ((\$0.16 x C miles) + (\$0.14 x A miles)) x Fuel Index Factor

ARRF = \$0.00 per MBF for sort 6 and \$26.00 per MBF for sorts 1, 2 and 3.

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

#### **CONFIRMATION:**

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

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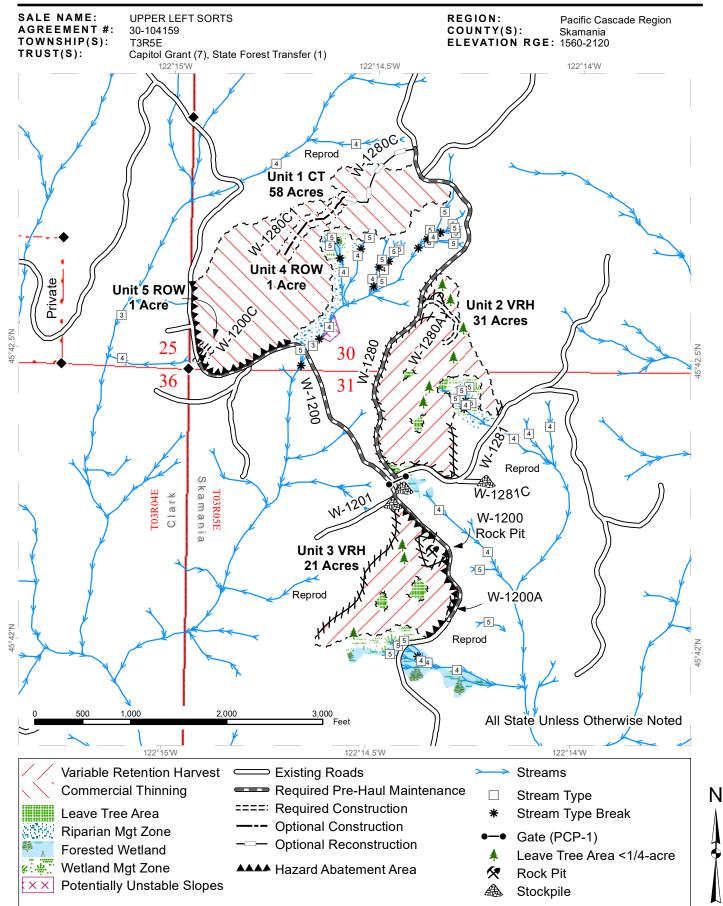


#### TIMBER NOTICE OF SALE

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

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

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Survey Monument

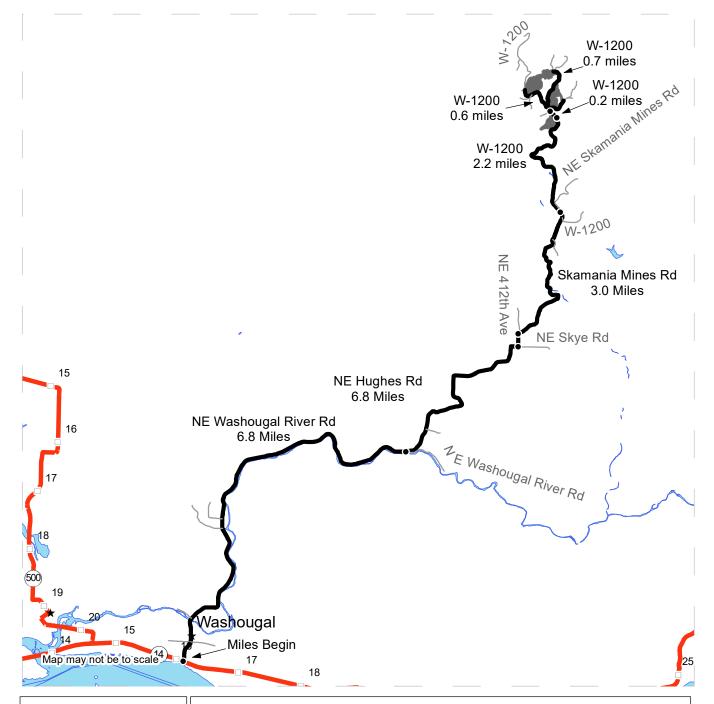
SALE NAME: UPPER LEFT SORTS

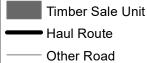
AGREEMENT#: 30-104159 TOWNSHIP(S): T3R5E

TRUST(S): Capitol Grant (7), State Forest Transfer (1)

REGION: Pacific Cascade Region

COUNTY(S): Skamania ELEVATION RGE: 1560-2120





□ Milepost Markers

Distance Indicator

#### **DRIVING DIRECTIONS:**

From Highway 14 MP 16 turn north onto Washougal River Rd for 6.8 Miles. Turn north onto NE Hughes Rd and continue for 3.2 miles. Turn north onto St

Turn north onto NE Hughes Rd and continue for 3.2 miles. Turn north onto Skamania Mines Rd and continue for 3 miles.

Stay left onto the W-1200 for 2.2 miles to Unit 3 and the W-1200 Rock Pit.

Continue 0.2 miles to the L-1280 Road. Turn east onto the W-1280 (gate, PCP1-1) and stay left for 0.1 miles to Unit 2, on the right. Continue 0.7 miles on the W-1280 to Unit 1.

From the W-1200/W-1280 junction continue north 0.6 miles to Unit 1.

### STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES

#### HARVESTING SERVICES CONTRACT

**AGREEMENT NO. 30-0104159** 

SALE NAME: UPPER LEFT SORTS

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

**Section G:** General Terms

#### **G-001.1 Definitions**

The following definitions apply throughout this contract;

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

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

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

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

Harvesting: A general term, referring to the Contractor's various obligations under the Harvesting Services Contract.

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

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

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

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

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

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

### G-015.1 Harvest Area and Location

Contractor shall harvest and deliver, All delivered logs, except leave trees marked with blue paint, trees bound with yellow "Leave Tree Area" tags, all down timber existing 5 years prior to the day of sale and all downed timber greater than 24 inches diameter, bound by the following:

Unit 1 Thinning, white "Timber Sale Boundary" tags with pink flagging, reprod, the W-1200 road and the W-1280 road;

Unit 2 VRH, white "Timber Sale Boundary" tags with pink flagging, reprod, the W-1280 road and the W-1281 road;

Unit 3 VRH, white "Timber Sale Boundary" tags with pink flagging, reprod, and the W-1200 road;

Unit 4 and 5 ROW, orange "Right-of-way Boundary" tags and orange flagging; located on approximately 112 acres on part(s) of Sections 30, and 31 all in Township 3 North, Range 5 East W.M. of Skamania County as shown on the attached timber sale map.

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### **G-020.1** Inspection by Contractor

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

### **G-022.1 Sorting Specifications**

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

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

Agreement	Sort	Species	Scaling	Preferred	Destination	A	C
No.	#	Diameter	Rule	Log		Miles	Miles
				Lengths			
105160	1	DF 5"-11"	WS				12.5
105161	2	DF 12"+	WS				12.5
105162	3	DF HQ 12"+	WS				12.5
105165	6	Pulp 2"+	WS				12.5

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

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

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

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### **G-024.1 Manufacturing Standards**

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

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

- a. Sweep will be limited to within the bole of the log as measured using a tape stretched between the centers of each end of the log.
- b. Limbs and knots shall be cut flush, with no more than 15 percent of a log having limbs or knots over 2 inches in diameter extending more than 2 inches above the surface of the log.
- c. Logs in peeler sorts shall be chuckable with no more than a 2 inch diameter area of rot within a 5 inch diameter circle located at the center of either end of the log.

#### G-025 Schedules

The following attached schedules are hereby incorporated by reference:

Schedule Title

B Upper Left Sorts Schedule B

M Additional Road Maintenance Rates

### G-027.1 Log Delivery Schedule and Conditions

- a. Contractor shall deliver logs to Purchaser's designated delivery location beginning no later than November 13, 2023 and completed by February 29, 2024. Failure to begin deliveries by the specified date may result in the State imposing damages per clause D-022.1 unless an alternate start date is agreed upon by the State and Contractor. If a log delivery location is changed during this contract, the Contract Administrator shall notify the Contractor. Once notified, the Contractor shall deliver logs to the new location.
- b. The Contractor may deliver logs to the Purchaser's delivery location during the Purchaser's working hours, or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except, scheduled closures and legal holidays for the contract term as described in clause G-030.1, unless permission to do otherwise is agreed upon by the State.
- c. The Contractor agrees to deliver said logs on conventional or self-loading logging trucks, properly and legally loaded, bound, branded, and ticketed. Logs in loads shall not be double-ended unless approved in writing by the Contract Administrator. It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility.

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Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the Contractor to make the load conform to legal requirements for hauling.

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

Sort(s)	Maximum No. Loads/day
1,2,3,6	10

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

### **G-030.1** Contract Term and Expiration Dates

To ensure the timely completion of activities under this contract, all activities required under this contract are to be completed between the starting date of October 1, 2023 and the expiration date of April 30, 2024.

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

### **G-033.1** Notification of Operations

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

### **G-040.1** Contract Term Adjustment

A Contract Term Adjustment may be considered based on actual time lost through unforeseeable causes beyond the control and without fault or negligence of the Contractor, including, but not restricted to, acts of the State, closures by government regulatory agencies, mill closures, fires, vandals, and unusually severe weather

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conditions, provided that the Contractor shall, within seven (7) calendar days of the initiation of such delay, notify the State, in writing, of the cause of delay, upon which notification the State shall ascertain the facts and extent of the delay and notify the Contractor in writing of its decision regarding contract adjustment.

### **G-050.1 Contract Term Extension**

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

### **G-054.1** Early Contract Termination

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

#### **G-060.1 Exclusion of Warranties**

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

- a. The CONDITION of the site or forest products. Any descriptions of the site or forest products in the notice of sale, other pre-contractual documents, or the Harvesting Services Contract are provided solely for administrative and identification purposes.
- b. The ACREAGE contained within any sale area. Any acreage descriptions appearing in the notice of sale, other pre-contractual documents, or the Harvesting Services Contract are estimates only, provided solely for administrative and identification purposes.
- c. The VOLUME, WEIGHT, QUALITY, or GRADE of the forest products to be harvested. The descriptions of the forest products to be harvested are estimates only, made solely for administrative and identification purposes.
- d. The CORRECTNESS OF ANY SOIL OR SURFACE CONDITIONS, PRE-SALE CONSTRUCTION APPRAISALS, INVESTIGATIONS, AND ALL OTHER PRE-BID DOCUMENTS PREPARED BY OR FOR THE STATE. These documents have been prepared for informational purposes, but the

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information contained therein is not warranted. Contractors must make their own assessments of the site.

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

### G-061.1 Inadvertent Discovery of Cultural Resources

Contractor 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. Contractor has a duty to exercise due care in its operations and in the event any human skeletal remains are discovered by the Contractor or the State during the course of operations Contractor 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 Contractor or the State during the course of operations Contractor shall immediately halt operations and notify the Contract Administrator. Any potential resources shall not be removed or disturbed. Contractor shall resume operations as directed in writing by the Contract Administrator.

### **G-062.1** Habitat Conservation Plan

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

By signing this contract, Contractor agrees to comply with the terms and conditions of the ITP and the HCP, which shall become terms of this contract. The Department agrees to authorize the lawful activities of the Contractor carried out pursuant to this

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

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

### G-063.1 Incidental Take Permit Notification Requirements

- a. Contractor shall immediately notify the Contract Administrator of new locations of permit species covered by the Incidental Take Permits (ITPs) that are discovered within the area covered by the State's Habitat Conservation Plan (HCP), including, but not limited to: locations of occupied murrelet habitat; spotted owl nest sites; wolves; grizzly bears; nests, communal roosts, or feeding concentrations of bald eagles; peregrine falcon nests; Columbian white-tailed deer; Aleutian Canada geese; Oregon silverspot butterflies; and additional stream reaches found to contain bull trout. Contractor is required to notify the Contract Administrator upon discovery of any fish species found in streams or bodies of water classified as non-fish bearing. In all circumstances, notification must occur within a 24 hour time period.
- b. Upon locating any live, dead, injured, or sick specimens of any permit species covered by the ITPs, Contractor shall immediately notify the Contract Administrator. Contractor shall notify the Contract Administrator, if there is any doubt as to the identification of a discovered permit species. Contractor may be required to take certain actions to help the Contract Administrator safeguard the well being of any live, injured or sick specimens of any permit species discovered, until the Contract Administrator can determine the proper disposition of such specimens. The Contract Administrator will explain any such requirements to Contractor during the Pre-Work Conference. In all circumstances, notification must occur within a 24 hour time period.
- c. Contractor shall refer to a specific ITP number, ITP TE812521-1 or ITP 1168 (copies which are located in the region office) in all correspondence and reports concerning permit activities.
- d. Provisions and requirements of the ITPs shall be clearly presented and explained to Contractor by Contract Administrator during the Pre-Work Conference as per contract clause G-330.1. All applicable provisions of the ITPs and this schedule must be presented and clearly explained by Contractor to all authorized officers, employees, contractors, or agents of Purchaser conducting authorized activities in the timber sale area. Any questions Contractor may have about the ITPs should be directed to the Contract Administrator.

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#### G-064.1 Permits

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

### G-065 Regulatory Disclaimer

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

### G-066.1 Governmental Regulatory Actions

### a. Regulatory Risk

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

#### b. Increased Costs

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

#### **G-070.1** Limitation on Damage

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

### G-092.1 Harvest Area Boundary Adjustment

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

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date of the contract. All contract services within such boundary adjustments or so marked shall be paid for at contract rates.

#### **G-112.1** Title

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

### G-116.1 Sustainable Forestry Initiative® (SFI) Certification

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

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

### G-120.1 Responsibility for Work

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

### G-121.1 Exceptions

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

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

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

### **G-123.1** Operating Authority

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

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### G-124.1 Contractor Not an Employee of State

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

#### G-125.1 Use of Subcontractors

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

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

### G-126.1 Disputes with Subcontractors or Material Providers

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

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

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

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

### G-140.1 Indemnity

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims arising out of or resulting from the performance of the contract. "Claim" as used in this contract means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss

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of use resulting therefrom. Contractors' obligations to indemnify, defend, and hold harmless includes any claim by Contractors' agents, employees, representatives, or any subcontractor or its employees. Contractor expressly agrees to indemnify, defend, and hold harmless State for any claim arising out of or incident to Contractors' or any subcontractors' performance or failure to perform the contract. Contractors' obligation to indemnify, defend, and hold harmless State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials. Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

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

### G-150.1 Insurance

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

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

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

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

Before starting work, Contractor shall furnish State with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in the contract. The Contractor shall obtain insurance coverage prior to operations commencing and continually maintain it in full

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force until all contract obligations have been satisfied or an operating release has been signed by the State.

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

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

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

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

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

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

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

Employer's Liability "Stop Gap" Insurance. Contractor shall buy employers liability insurance, and, if necessary, commercial umbrella liability insurance with limits not

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less than \$1,000,000.00 each accident for bodily injury by accident or \$1,000,000.00 each employee for bodily injury by disease.

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

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

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

# G-160.1 Agents

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

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

### G-170.1 Assignment and Delegation

Contractor shall assign no rights or interest in this contract without prior written permission of the State. Any attempted assignment shall be void and ineffective for all

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purposes unless made in conformity with this paragraph. Contractor may perform any duty through a delegate, but Contractor is not thereby relieved of any duty to perform or any liability. Any assignee or delegate shall be bound by the terms of the contract in the same manner as Contractor.

#### **G-180.1 Modifications**

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

### G-181.1 Contract Modification for Protection of Resources and Improvements

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

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

### **G-190** Contract Complete

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

#### G-200.1 Notice

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

G-092.1 Harvest Area Boundary Adjustment

G-181.1 Contract Modification for Protection of Resources and Improvements

G-210.1 Violation of Contract

G-220.1 State Suspends Operation

D-015.1 Delivered Mis-sorted Logs and Penalties

D-016.1 Damages for Delivered Mis-manufactured Logs

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

### **G-210.1** Violation of Contract

a. If Contractor violates any provision of this contract, the Contract Administrator, by written notice, may suspend those operations in violation. If the violation is capable of being remedied, the Contractor has fifteen (15) days after receipt of suspension notice to remedy the violation. If the

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violation cannot be remedied or Contractor fails to remedy the violation within fifteen (15) days after receipt of a suspension notice, the State may terminate the rights of the Contractor and collect liquidated damages under this contract associated with the breach. In the event of such a contract termination, the State may demand all or part of the Contractor's surety in order to satisfy the State's damages.

- b. The State has the right to remedy a breach if Contractor is unable, as determined by the State, to remedy the breach, or if the Contractor has not remedied the breach within 15 days of a suspension notice. Any expense incurred by the State in remedying Contractor's breach may be charged to Contractor, or State may deduct such expenses from payments to the Contractor.
- c. If the contract expires without the Contractor having performed all their duties under this contract, Contractor's rights and obligations to harvest, deliver forest products, and perform any additional contract-related requirements are terminated. Thus, Contractor cannot remedy any breach once this contract expires. This provision shall not relieve Contractor of any financial obligations and unresolved contractual agreements, including payment to subcontractors for work performed under this contract.

# **G-220.1 State Suspends Operations**

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

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

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

### G-230.1 Unauthorized Activity

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

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### **G-240.1 Dispute Resolution**

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

- a. In the event of a dispute, Contractor must make a written request to the Region Manager for resolution prior to seeking other relief.
- b. The Region Manager will issue a written decision on Contractor's request within five business days.
- c. Within five business days of receipt of the Region Manager's decision, the contractor may make a written request for resolution to the Deputy Supervisor Uplands of the Department of Natural Resources.
- d. Unless otherwise agreed, the Deputy Supervisor Uplands will hold a conference within 15 calendar days of the receipt of Contractor's request for review of the Region Manager's written decision. Contractor and the Region Manager will have an opportunity to present their positions. The Deputy Supervisor Uplands will issue a decision within a reasonable time of being presented with both Parties' positions.

### G-250.1 Compliance with All Laws

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

#### G-251.1 Harassment

Per RCW 43.01.135, Sexual harassment in the workplace, Agency Contractors hereby have access to DNR Policy PO01-007 Harassment Prevention: https://www.dnr.wa.gov/publications/em PO01-007 harassment prevention.pdf

### G-260 Venue

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

### G-270.1 Equipment Left on State Land

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

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

### G-280.1 Operating Release

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

#### **G-310.1** Road Use Authorization

The Contractor is authorized to use the following State roads, and roads for which the State has acquired easements and road use permits; W-1200, W-1200A, W-1200C, W-1201, W-1280, W-1280A, W-1280C, W-1280C1, W-1281 and W-1281C roads. The State may authorize in writing the use of other roads subject to fees, restrictions, and prior rights.

### G-330.1 Pre-work Conference

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

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

#### **G-340.1** Preservation of Markers

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

### G-370.1 Blocking Roads

Contractor shall not block the W-1200, unless authority is granted in writing by the Contract Administrator.

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#### G-380.1 Road Easement and Road Use Permit Requirements

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

Easement #55-002085 between State and SDS, and Longview Fibre dated 11/7/1984.

### G-430.1 Open Fires

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

### **G-450.1** Encumbrances

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

**DATA MISSING** 

# **Section P:** Payments and Securities

### P-030.1 Payment for Harvesting and Hauling Services

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

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

Sort Number(s)	Unit of Measure	OBT Rate	<b>OBT Utility Rate</b>
1,2,3	MBF	\$0.00	\$14.00
6	Ton	\$14.00	N/A

Payment for Harvesting (OBT): The State's payment to the Contractor for harvesting (OBT Rate) adjusted each quarter using the following formula:

Harvester's OBT Rate =  $(Q(x) - Q(base)) \times 100 \times \$0.04 + Harvester's OBT Bid Rate$ 

Where:

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

Q(x) = Average fuel price for quarter preceding log deliveries.

Harvester's OBT Rate shall not be less than their original bid rate.

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

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

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

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

Base Rate = \$2.35

(based on the multiple truck operation fixed cost/ton within 'Report to the Washington State Legislature, The Washington Log Trucking Industry: Costs and Safety Analysis, August 2008'.)

Mileage Rate =  $((\$0.16 \times C \text{ miles}) + (\$0.14 \times A \text{ miles})) \times \text{Fuel Index Factor}$ 

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

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

Where:

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

Q(x) = Average fuel price for quarter preceding log deliveries.

The fuel index factor will be calculated each;

January and apply to loads delivered between January 1 and March 31, April and apply to loads delivered between April 1 and June 30, July and apply to loads delivered between July 1 and September 30, October and apply to loads delivered between October 1 and December 31.

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

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

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

MBF Sort(s)	MBF/Tons Conversion Factor
1	7.1
2,3	5.8

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

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

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

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

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

For payment including ferries, toll bridges, or other miscellaneous tolls, the Contractor's billing statement must include an itemized list of loads by trucker name and truck number, DNR load ticket number and date of crossing(s):

- a. Reimbursement for authorized ferry tolls will be at a fixed rate of 15 for each crossing with a loaded truck and 15 for each empty return. A 'Wave2Go' statement or equivalent documentation shall be included with the itemized list. For any loads over 80' loaded and 60' empty, the Contractor will be reimbursed the actual cost, Wave2Go or ferry receipts must be provided for reimbursement.
- b. 'Good to Go' regulated bridge tolls will be reimbursed at a fixed rate of \$15.00 per authorized toll crossing. A "Good To Go" statement or equivalent documentation shall be included with the itemized list. This reimbursement is based upon one-way tolling, if a two-way toll is charged, payment receipts must be provided for reimbursement.
- c. Miscellaneous tolls controlled by the Washington State Transportation Commission (WSTC), or other government agencies, will be reimbursed at their posted rates or the actual cost; receipts must be provided.

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

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

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

#### P-032.1 Payment for Road Construction

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

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

#### **MISSING DATA**

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

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

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

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

#### P-033.1 Payment for Additional Road Maintenance Work

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

During the course of operations, the State may identify and require additional road maintenance work to be completed by the Contractor. The amount of payment for this additional road maintenance work deemed necessary by the State will be calculated and

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paid for using the equipment rates in Schedule M 'Additional Road Maintenance Payment Rates'.

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

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

#### P-034.1 Payment for Additional Miscellaneous Work

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

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

The State shall reimburse the Contractor for approved costs within thirty (30) days of State's approval of the statement.

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

#### P-090.1 Performance Security

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

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The State will also deduct 10% from any contractor payments, as defined by clause P-030.1, derived from the contract up to a maximum of \$50,000.00 for performance security.

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

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

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

#### P-100.1 Performance Security Reduction

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

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

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

#### **Section L:** Log Definitions and Accountability

#### L-010.1 Forest Products Conveyed

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

#### L-013.1 Log Sorts Delivered to Incorrect Destination

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

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#### L-060.1 Load Tickets

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

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

#### L-080 Scaling Rules

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

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

#### L-110 State Approval of Log Scaling and Weighing Locations

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

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

#### L-114.1 State Approval of Haul Route

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

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#### L-130.1 Conversion Factors

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

#### **Section H: Harvesting Operations**

#### H-011.1 Certification of Fallers and Log Manufacturers

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

#### H-012.1 Leave Tree Damage Definition

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

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

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

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

#### **H-013.1 Reserve Tree Damage Definition**

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

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

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

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

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

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

#### H-015.1 Skid Trail Requirements

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

- a. Skid trail will not exceed 15 feet in width, including rub trees.
- b. Skid trails shall not cover more than 5 percent of the total acreage on each unit.
- c. Skid trails will be pre-approved by the Contract Administrator.
- d. Except for rub trees, skid trails shall be felled and yarded prior to falling adjacent timber.
- e. Rub trees shall be left standing until all timber tributary to the skid trail has been removed.
- f. Excessive soil damage is not permitted. Excessive soil damage is described in clause H-017.
- g. Skid trails will be water barred at the time of completion of yarding, if required by the Contract Administrator.

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

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#### **H-017** Preventing Excessive Soil Disturbance

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

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

All timber must be removed within 30 of being felled.

#### H-030.1 Timber Falling

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

#### H-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-052.1 Branding and Painting

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

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

#### H-060.1 Skid Trail Locations

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

#### H-080 Snags Not to be Felled

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

#### H-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.

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#### H-120.1 Harvesting Equipment

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

#### H-125 Log Suspension Requirements

Lead-end suspension is required for all yarding activities.

#### H-140.1 Special Harvest Requirements

Contractor shall accomplish the following during the harvest operations:

- A. Active Haul Routes will be posted with CB channels by Harvester.
- B. Ground based yarding equipment shall only operate during dry soil conditions.
- C. Track mounted machines with hydraulic boom and grapple will be allowed.
- D. Ground based yarding equipment will not be permitted on sustained slopes over 40 percent.
- E. No western redcedar shall be cut.

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

#### H-141.1 Additional Harvest Requirements

Contractor shall accomplish the following during the harvest operations:

- A. Sediment delivery from roads will not be allowed. Hauling operations will be shut down as needed until conditions improve or work can be completed that eliminates the delivery of sediment.
- B. Within shovel logging areas, the shovel operator shall break up concentrations of logging debris greater than 10 feet by 10 feet to allow exposure of natural soils to ensure proper reforestation.
- C. Any and all snags cut because of safety concerns cannot be removed and must remain where they were felled.

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

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

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

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Species	Net Bd Ft	Log Length (ft)	Log dib
Conifer	10	12	5
Hardwood	20	16	5

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

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

#### H-161.1 Excessive Timber Breakage

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

The State may treat excessive timber breakage, as determined by the Contract Administrator as a breach of this contract. At the State's option, the State or a third party scaling organization may scale forest products, for volume. State may deduct the value of forest products damaged through excessive breakage from payments to the Contractor for harvesting services rendered. All costs associated with scaling and computing the billing for forest products damaged through excessive breakage will be borne by Contractor.

#### H-190 Completion of Settings

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

#### H-230.1 Tops and Limbs Outside the Sale Boundary

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

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#### H-250 Additional Falling Requirements

Within all VRH units, all non-merchantable hardwood stems 2 inches DBH or 10 feet tall, shall be felled concurrently with felling operations. Areas of young or immature timber may be excluded from this requirement by the Contract Administrator.

#### H-260 Fall Leaners

Trees in Unit 1 that have been pushed over in falling or skidding operations shall be felled.

#### Section C: Construction and Maintenance

#### C-040.1 Road Plan

Road construction and associated work provisions of the Road Plan for this project, dated February 6, 2023 are hereby made a part of this contract.

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

#### C-050.1 Contractor Road Maintenance and Repair

Contractor shall perform work at their own expense on W-1200A, W-1200C, W-1280, W-1280A, W-1280C, W-1280C1, W-1281 and W1281C road(s). All work shall be completed to the specifications detailed in the Road Plan.

#### C-060.1 Designated Road Maintainer

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

#### C-140.1 Water Bars

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

#### **Section S: Site Preparation and Protection**

#### S-001 Emergency Response Plan

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

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

#### S-010.1 Fire Hazardous Conditions

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

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

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

#### S-020.1 Extreme Hazard Abatement

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

Unit 1 along the W-1200 and Unit 3 along the W-1200

#### S-030 Landing Debris Clean Up

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

#### S-035 Logging Debris Clean Up

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

#### S-040.1 Noxious Weed Control

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

#### S-050 Cessation of Operations for Low Humidity

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

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#### S-060.1 Pump Truck or Pump Trailer

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

#### S-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-110 Resource Protection

No ground based equipment may operate within 25 feet and typed water unless authority is granted in writing by the Contract Administrator.

#### S-120 Stream Protection

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

#### S-130.1 Hazardous Materials

#### a. Hazardous Materials and Waste - Regulatory Compliance

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

Contractor shall be responsible for restoring the site in the event of a spill 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 Material Spill Containment, Control and Cleanup

If safe to do so, Contractor shall take immediate action to contain and control all hazardous material spills. Contractor shall ensure that enough quick response spill kits capable of absorbing 10 gallons of oil, coolant, solvent or contaminated water are available on site to quickly address potential spills from any piece of equipment at all times throughout active operations. If

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large quantities of bulk fuel/other hazardous materials are stored on site, Contractor must be able to effectively control a container leak and contain & recover a hazmat spill equal to the largest single on site storage container volume. (HAZWOPER reg. 29CFR 1910.120 (j) (1) (vii)).

#### d. Hazardous Material Release Reporting

Releases of oil or hazardous materials to the environment must be reported according to the State Department of Ecology (ECY). It is the responsibility of the Contractor to have all emergency contact information readily available and a means of remote communication for purposes of quick notification. In the event of a spill covered in part a., the Contractor 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-131.1 Refuse Disposal

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

#### **Section D:** Damages

#### **D-010.1 Liquidated Damages**

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

#### **D-015.1** Damages for Delivered Mis-sorted Logs

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

Mis-sorted log volume will be considered on a per load basis. When mis-sorts amount to more than 12% of a load's total volume, as determined by a third-party scaling organization, the State is harmed and an adjustment to the Contractor's harvesting

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payment may be made. For the improper delivery of mis-sorted logs, the State may reduce the harvesting payment by \$100.00 for each load delivered which contained mis-sorted volume in excess of 12%, as documented by third-party scaling ticket.

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

Logs or Poles delivered by Contractor that do not meet the receiving Purchaser's preferred log length specifications as described in clause G-022.1, logs not meeting manufacturing standards as described in clause G-024.1, and poles not meeting specifications in Schedule P are considered mis-manufactured logs or poles.

Mis-manufactured log or pole volume will be considered on a per load basis. When mis-manufactured logs or poles amount to more than 5% of a loads total volume, as determined by a third-party scaling organization, the State is harmed and an adjustment to the harvesting payment may be made. For the delivery of mis-manufactured logs or poles, the State may reduce the harvesting payment due to the Contractor by an amount of \$100.00 for each load of mis-manufactured logs or \$300 for each load of poles delivered which has been determined to contain mis-manufactured volume in excess of 5% as documented by third-party scaling ticket.

#### **D-022.1** Damages for Failure to Begin Product Deliveries

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

#### **D-023.1** Damages for Failure to Remove Forest Products

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

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

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

#### **D-024.1** Damages for Excessive Timber Breakage

Excessive breakage of timber results in substantial injury to the State. The value of the forest products sold at the time of breach is not readily ascertainable. Therefore, the Contractor agrees to accept a reduction of the amount due for harvesting services from the State at an amount calculated according to the following:

The value for excessive timber breakage will be determined at a rate, which reflects the log sort price that the Purchasers would have paid for unbroken logs minus the cost of delivery, plus all costs associated with scaling and computing the stumpage value of the forest products excessively broken.

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

#### **D-030.1** Inadequate Log Accountability

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

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

#### **D-040.1** Leave Tree Excessive Damage

When Contractor's operations exceed the damage limits set forth in clause H-012.1, Leave Tree Damage Definition, the trees damaged result in substantial injury to the State. The value of the damaged leave trees at the time of the breach is not readily ascertainable. Therefore, Contractor agrees to pay the State as liquidated damages at the rate of \$500.00 per tree for all damaged trees in Unit 1.

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#### **D-041.1 Reserve Tree Excessive Damage**

When Contractor's operations exceed the damage limits set forth in clause H-013.1, Reserve Tree Damage Definition, and when the Contract Administrator determines that a suitable replacement for a damaged reserve tree is not possible, the damaged trees result in substantial injury to the State. The value of the damaged reserve trees at the time of the breach is not readily ascertainable. Therefore, the Contractor agrees to pay the State as liquidated damages at the rate of \$1,000.00 per tree for all damaged reserve trees that are not replaced in Unit 2 and Unit 3.

#### **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	Eric Wisch
Print Name	Pacific Cascade Region Manager
Date: Address:	Date:

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

STATE OF				
COUNTY OF _		)		
On this				, before me personally
			_ to me	known to be the of the corporation
free and voluntary a and on oath stated the	nct and deed of the corp nat (he/she was) (they w EREOF, I have hereunto	oration, for the usere) authorized to	ses and purp execute sai	aid instrument to be the boses therein mentioned id instrument.  official seal the day and
		Notary P	Public in and	I for the State of
		My appo	intment exr	ires

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#### Schedule B Upper Left Sorts Schedule B

#### Schedule B

Cut Tree Selection Criteria

#### General Requirements for Upland Thinning Unit 1:

- 1. Remove all hardwoods except where no conifers exist; hardwood species shall be used to fulfill the spacing requirements when no conifers exist.
- 2. No tree of any species can be removed that is equal to or greater than 25" diameter at breast height (DBH) unless otherwise authorized by the contract administrator.
- 3. Do not cut any western red cedar. Western red cedar can be counted toward the final basal area requirements if they are free of damage and defect.
- 4. Openings created by felling trees shall not exceed 35 feet between leave trees. If openings in the stand exceed this distance, sufficient trees shall be left on the perimeter of the opening to maintain the appropriate basal area per acre.

#### Unit #1

An average residual basal area of 160 square feet per acre shall be maintained of the best trees in the stand. Trees greater than 25" DBH may not be removed unless the trees are severely damaged or deformed as defined below or need to be removed for ground based yarding corridors.

#### Leave Tree Definition:

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

Preferred leave tree species in order of preference are:

- 1. Western redcedar
- 2. Douglas-fir
- 3. Pacific Silver Fir
- 4. Western hemlock
- 5. Red alder

Best tree definition is having the following characteristics:

- 1. Fullest and most vigorous crowns
- 2. Free of major defect and damage
- 3. Best form: tallest tree, straightest boles, and smallest limb diameters

Definitions:

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Deformed Tree: any tree that has forked tops, broken tops, large spike knots, or severe sweep in the bole.

Damaged Tree: any tree with severe cat faces (bark removed on more than half of the circumference of the tree) or recent damage to the bark or root system.

#### **Ground-based Yarding Corridors:**

Corridors are limited to 15 feet wide (including rub trees) and should be located in a manner that reduces the damage to or removal of leave trees. Maximum rutting depth is 12".

#### Compliance

Variable radius plots will be measured by the Contract Administrator to determine basal area per acre. The number of trees in a plot will be multiplied by the basal area factor (BAF) of the instrument to determine the basal area of the plot. The average tree count for all plots in a unit will determine the basal area for that unit. Only trees greater than or equal to 7" DBH will be measured.

Certification of Fallers and Yarder Operators (additional requirements beyond those outlined in the H-011):

The contract administrator and faller/harvest operator will jointly review the take tree selection criteria as outlined in Schedule B of the sale contract. In conjunction with the Contract administrator, the faller/ harvest operator will mark a designated area as a test plot within the sale area boundary. Satisfactory thinning of the test plot completes the certification process. Certifications will be issued to the individuals when they demonstrate to the Contract Administrator their ability to perform within the requirements set forth in the contract.

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#### Schedule M Additional Road Maintenance Rates

ADDITIONAL ROAD MAINTENANCE PAYMENT RATES (Hourly Rate Including Operator)

PERTAINING TO CLAUSE P-033.1 (Payment for Additional Road Maintenance Work)

#### Motor Grader

To 140 HP (Cat 120H, 120M) \$177.00 To 175 HP (John Deere 670D, 670G, 672D, G; Cat 12M; CAT 140G; CAT143H; Volvo G930; Komatsu GD-655-3) \$219.00 To 200 HP (John Deere 772; Cat 140M; Volvo G940; Komatsu GD675-3) \$238.00 Over 200 HP (Cat 160M, 14M, 16H; Komatsu GD-825A-2) \$308.00

Ripper/Scarifier Use To 140 HP \$4.80 To 175 HP \$7.20 Over 175 HP \$12.00

Front End Loaders & Loader/Backhoe

To 75 HP (Cat 416D, Cat 416E; Komatsu WB142-2) \$142.00 To 110 HP (Cat 420E; Case 580, 590; Cat 908H, 914G; John Deere 344J) \$150.00 To 160 HP (Cat 450E, Cat 924H, 930H; Hyundai HL 730-9; John Deere 524K) \$152.00 Over 160 HP (John Deere 624K; Case 621E; Cat 938H, 950H, 966K) \$170.00 Addition for special attachment use: compactor, clam, extendaboom, etc. add \$7.80

#### **Gravel Trucks**

On-Highway Rear Dump \$165.00 On-Highway Rear Dump Transfer Trailer (2 axles, 10 CY) \$18.00 On-Highway Bottom Dump Trailer (3 axles, 12 CY) \$18.00

#### **Dozers**

To 75 HP (Case 650K; Cat D3K XL) \$135.00
To 105 HP (Cat D4K, D5K; Case 750K, 850K; John Deere 450J, 550J, 650J; Komatsu D37EX-22) \$176.00
To 135 HP (Cat D6K; Case 1150K, John Deere 700J; Komatsu D51EX-22) \$200.00
To 185 HP (John Deere 750J; Case 1650, 1850; Cat D6N; Komatsu D61EX-15) \$227.00
To 240 HP (Cat D6T, D7E; John Deere 850J; Komatsu D65EX-15) \$262.00
Over 240 HP (Cat D8T; John Deere 950J) \$378.00

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Ripper Use To 180 HP add \$9.00 To 235 HP add \$15.00 Over 235 HP add \$24.00

#### **Excavators**

To 60 HP (Kubota U45, U55; John Deere 50D; Hitachi 50U; Cat 307D) \$138.00
To 95 HP (Cat 312D, 314D; Doosan 140LCV; Hitachi 120-3, 135US-3; Link-Belt 135; Komatsu PC120-6, PC130-8; John Deere 120D, 135D) \$178.00
To 120 HP (Cat 315D; John Deere 160LC; Doosan 175LCV; Komatsu PC160LC-8; Link-Belt 160 LX; Volvo EC160C L) \$205.00
To 140 HP (Cat 319D L, 320C; Hitachi 160LC-3; Link-Belt 210LX) \$212.00
To 170 HP (Cat 320D; Hitachi 200LC-3, 225LCV; Link-Belt 240 LX; Komatsu PC200-8, PC220LC-8; John Deere 225D LC; Volvo EC240C) \$215.00
To 230 HP (Cat 324D, 324E, 328D, 329D; John Deere 240D, 270D, 290G; Hitachi 240LC-3, 270LC-3; Link-Belt 290 LX RB; Volvo EC290C; Komatsu PC270LC-8) \$250.00
Over 230 HP (Cat 330D, 336D; Volvo EC330C; John Deere 330C, 330D; Komatsu PC300LC-8, C350LC-8; Link-Belt 330LX, 350 X2; Hitachi 330LC, 350LC-3) \$280.00
Add Attachment Rate to Excavator \$35.00

#### **Self-Propelled Vibratory Compactors**

To 80 HP (Bomag BW145DH-40, BW177D-40; Dynapac CA150D; Sakai 201D; Ing. Rand SD45F TF) \$140.00
To 125 HP (Bomag BW177PDBH-40; Cat CP-433E; Sakai SV400D-II; Dynapac CA152D) \$160.00
Over 125 HP (Bomag BW211PD-40; Dynapac CA262D; Ing. Rand SD105DA TF; Sakai SV505D-1) \$190.00

#### **Tractor Brush Cutters**

To 67 PTO HP \$120.00 To 80 PTO HP \$127.00 Over 80 PTO HP (JD 6200, 6300, 6400) \$136.00

Track Mounted Rock Drills (with one operator)

To 4.5" Diameter Hole \$380.00 Over 4.5" Diameter Hole \$446.50

Heavy Equipment Hauling

On-Highway Rear Dump \$165.00 Tilt Deck Utility Trailer (2 axle, up to 40,000 lbs.) \$10.00

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Tilt Deck Utility Trailer (3 axle, up to 50,000 lbs.) \$13.00

On-Highway Truck Tractor (GVW up to 50,000 lbs.) \$142.00 Lowbed Trailer (2-axle, up to 50,000 lbs.) \$15.00 Lowbed Trailer (3-axle, up to 80,000 lbs.) \$35.00

Water Trucks

To 3,000 gallons \$104.00 To 4,000 gallons \$126.00 Over 4,000 gallons \$147.00

Power Saws and Pumps \$10.00

Laborer- Journey Level \$50.00 Laborer- Apprentice Level \$47.00

#### **INSTRUCTIONS**

HP taken at the Flywheel unless stated otherwise.

WA Sales Tax - Add sales tax only if an activity is not directly tied to a state timber sale. Sales tax on purchased material will be reimbursed.

Hourly rates include operator, owning and operating costs, profit and overhead, and also includes all costs for service and support vehicles.

Specification data such as weight and flywheel HP can be determined upon request by providing equipment make and model information.

Rates on equipment not included in this schedule can be determined upon request.

Rev. 6/8/2022

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STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES

# HARVESTING SERVICES CONTRACT SEALED BID FORM

 $\frac{Upper\ Left\ Sorts}{(Print\ Project\ Name)}$ 

30-104159 (Agreement No.)

(Print Company Name)	
(Street Address)	(Business Telephone Number)
(City, State and Zip Code)	(email address)
	*************
To meet Harvesting obligations, I b	oid the following On Board Truck (OBT) rate:
	(Bidder must check box for appropriate project payment method. See RFQ section 1.05 and 2.06)
	<ul><li>\$\sumsymbol{T}\text{on of timber harvested and delivered.}</li><li>\$\sumsymbol{m}\text{of timber harvested and delivered.}</li></ul>
And to meet pole sort Harvesting o	bligations, I bid the following OBT rate:
	(Bidder must check box for appropriate project payment method. See RFQ section 1.05 and 2.06)  S/Ton of poles harvested and delivered.  \$\text{mbf of poles harvested and delivered.}}
"Does Not Apply" to projects with	n no pole sorts identified. Refer to RFQ section 2.06.
To meet Hauling obligations, I bid:	
	Hauling Bid Factor (format to 3 decimal places ie 0.000)
Actual "live-load" weights u "tonnage". Sorts designated	ulation explained in RFQ section 1.05. sed to determine payment for hauling sorts designated as "MBF" will use calculated tonnage based on the DNR's in factor specific for each sort unless actual tonnage is available
Road costs for this project a completed and submitted as	re biddable. Road Cost Proposal Form must be part of bid package.

# If awarded this contract, I am responsible for independently negotiating, procuring and paying for any and all subcontracted services provided.

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

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

- 1. The bid price has been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition.
- 2. The bid is a firm offer for a period of 90 days from the bid submission deadline, and it may be accepted by the State without further negotiation at any time within the 90-day period.
- 3. In preparing this proposal or bid, the Bidder was not assisted by any current or former employee of the DNR whose duties relate (or did relate) to this prospective contract and who was assisting in other than his or her official, public capacity. Neither does such a person or any member of his or her immediate family have any financial interest in the outcome of this proposal.
- 4. Acceptance of the Harvesting Services Contract general terms and conditions.
- 5. Acceptance of the Harvesting Services Contract estimated road payment values as shown fixed by terms in contract clause P-32.1.
- 6. The Bidder has had an opportunity to fully inspect the sale area and the timber to be harvested.
- 7. The Bidder enters this bid based solely upon their own judgment of the costs associated with harvesting, hauling, and any additional required work formed after their own examination and inspection of both the timber sale area and the forest products to be harvested.
- 8. The Bidder enters this bid without any reliance upon the volume estimates, acreage estimates, appraisals, pre-bid documentation, or any other representation by the State Department of Natural Resources.
- 9. The Bidder, if successful, will furnish the necessary labor, equipment, and services needed to complete the work as specified by the harvesting contract including commencing and completing the operations in the times specified.
- 10. The Bidder agrees to execute the harvesting contract for the said project and agrees to furnish surety and insurance as required in the specifications.

- 11. The Bidder assumes the risk of liabilities related to any regulatory actions by any government agency that may affect the operability of these harvesting contracts. Such regulatory actions include, but are not limited to, actions taken pursuant to the Forest Practices Act, chapter 76.09 RCW, and the Endangered Species Act, 16 U.S.C. §§ 1531-1544. Please see the Harvesting Services Contract for further information.
- 12. The DNR cannot verify the presence or absence of northern spotted owls, marbled murrelets or any other threatened or endangered species that may affect the operability of the timber sale. The Bidder relies solely on his/her own assessments.
- Acreage estimates and volume estimates contained within the harvesting services contract are made only for administrative and identification purposes. Except as expressly provided by the harvesting contract, the Apparent Successful Contractor shall be responsible to harvest the sale, even if the actual acreage or timber volume varies from the estimated quantity or volume shown.
- 14. The DNR will not reimburse the Bidder for any costs incurred in the preparation of this proposal. All proposals become the property of the DNR and I/we claim no proprietary rights to the ideas or writings contained in them.
- 15. The Bidder will be required to comply with the Department's Nondiscrimination Plan and federal and state laws on which it is based. If requested by the DNR, the Bidder/Harvester will submit additional information about the nondiscrimination and affirmative action policies and plans of their organization in advance of or after the contract award.
- 16. Bidder is required to complete the Responsible Bidder Criteria Wage Law Compliance form in order to be considered a 'responsible bidder' (see RCW 39.26.160(2) and (4)). Pursuant to legislative enactment in 2017, the responsible bidder criteria include a contractor certification that the contractor has not willfully violated Washington's wage laws. See Chap. 258, 2017 Laws (enacting SSBS301).

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

(Signature of authorized representative submitting this bid)	(Date)	
(Print name and title of authorized representative signing bid)		

# **Statement of Available Resources and Work Plan**

Attach additional pages if necessary.

1. List your available resources (i.e. # of sides, crew & equipment dedicated to the project, use of subcontractors) and describe your plans how you will complete this project within the project schedule.
2. Provide an estimated time-line indicating your expected rate of log deliveries to the state's designated log purchaser locations for this project.
3. Describe how you plan to complete any additional special work requirements identified in section 3.02 of the project's RFQ.

# Exhibit G Agreement Number: 30-104159 Upper Left Sorts

Harvester Road Bid Factor		
	Harvester Road Bid Factor	

# **Required Roads**

Roads or Structures	Туре	Stations or Quantities	Work Completion Type	Bid Price per Unit	Unit	Bid Total Price*
W-1200, W- 1280	Pre-Haul Maintenance	90.74	Required**	\$180.00	per Station with required rock depth included	\$16,333.20
				·		· ,
					per Station	
W-1200A,					with required	
W-1200C,	New				rock depth	
W1280A	Construction	12.46	Required**	\$1,770.00	included	\$22,054.20
					per Cubic	
W-1200 Pit	Pit Development	2004.00	Required	\$16.00	Yard	\$32,064.00

Total Required Roads\* \$70,451.40

# **Optional Roads**

Roads or Structures	Туре	Stations or Quantities	Work Completion Type	Bid Price per Unit	Unit	Bid Total Price*
			Optional			
			Reconstruction/Opt			
W-1280C	Reconstruction	10.41	ional Rock-2	\$436.00	per Station	\$4,538.76
		per Cubic				
W-1280C	Optional Rock	850.50	Optional Rock-2	\$20.00	Yard	\$17,010.00
	Optional					
	New	Construction/Optio				
W-1280C1	Construction	9.15	nal Rock-2	\$390.00	per Station	\$3,568.50
					per Cubic	
W-1280C1	Optional Rock	524.00	Optional Rock-2	\$20.00	Yard	\$10,480.00

Total Optional Roads*	\$35,597.26
Total Required Roads* Total Optional Roads*	\$70,451.40 \$35,597.26
Total Roads	\$106,048.66

<sup>\*</sup>DNR will calculate the total cost based on the Price per Unit supplied by the DNR times the Harvester provided Road Bid Factor. The harvester road bid factor will be no less than 0.650 and no more than 1.35.

State does not reimburse for move in costs or overhead ro general expense costs on contract harvest sales.

<sup>\*\*</sup>Includes other required road work. See Road Plan for details.

<sup>2-</sup>Optional Rock on Optional Roads - If Contractor elects to haul on optional roads in dry weather, the depth listed is recommended but not required. See Road Plan for details.

Additional Payments in Excess of Road Plan Specifications P-033.1					
Item Stations or Quantities Unit Price Total					
Spot Rock	250 Cubic Yards	\$25.00 per Cubic Yard	\$6,250.00		
Plastic Culvert, Double Wall 18 inch by 40 feet		\$25.00 per Linear Foot	\$1,000.00		

#### **PRE-CRUISE NARRATIVE**

Sale Name: Upper Left Sorts	Region: Pacific Cascade
Agreement #: 30-104159	District: Yacolt
Contact Forester:Aaron Nelson Phone / Location: 360.601.0296	County(s): Choose a county Skamania
Alternate Contact: Kayla Swerin Phone / Location: 360.280.9415	Other information: Click here to enter text.

Type of Sale: Log Sort (Contract harvest)	
Harvest System: Ground based	47
Harvest System: Ground based Commercial Thinning	53
Enter % of sale acres	
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	Dedu		rom Gro vest acr	ss Acres es)	Acres	Acreage Determinatio	
Harve st R/W or RMZ WMZ	Description (Enteronly 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 Ac	n (List method and error of closure if applicable)	
1 CT	Sec 30 T3N R5E	07	65	6	0	1	0	58	GPS (Trimble)	
2 VRH	Sec 31 T3N R5E	07, 01	36	4	1	0	0	31	GPS (Trimble)	
3 VRH	Sec 31 T3N R5E	07, 01	25	3	1	0	0	21	GPS (Trimble)	
4 R/W	Sec 30 T3N R5E	07	1	0	0	0	0	1	GPS (Garmin)	
5 R/W	Sec 30 T3N R5E	07	1	0	0	0	0	1		
TOTAL ACRES			128	13	2	1	0	112		

#### HARVEST PLAN AND SPECIAL CONDITIONS:

Unit#	Harvest Prescription:	Special Management	Other conditions (#
	(Leave, take, paint color, tags, flagging	areas:	leave trees, etc.)
	etc.)		
	Unit 1 is bound by white "Timber Sale		
	Boundary" tags, pink flagging and the W-		
	1200 road. Commercial thin to Basal	_	
1	Area 160/RD 34	СТ	N/A
2	Unit 2 is bound by white "Timber Sale		
	Boundary" tags, pink flagging and the W-		
	1280 and W-1281 roads. Clumped leave		
	trees are bound by yellow "Leave Tree		
	Area" tags and pink flagging. Individual		
	leave trees are marked with a ring of blue		256 Leave trees
	paint.	VRH	clumped and scattered.
3	Unit 3 is bound by white "Timber Sale		
	Boundary" tags, pink flagging and the W-		
	1280. Clumped leave trees are bound by		
	yellow "Leave Tree Area" tags and pink		
	flagging. Individual leave trees are		176 Leave trees
	marked with a ring of blue paint.	VRH	clumped and scattered.
4	Unit 4 is bound by orange "Right-of-Way"	5011	
_	tags and orange flagging.	ROW	N/A
5	Unit 4 is bound by orange "Right-of-Way"	D 0 1 1 1	21/2
	tags and orange flagging.	ROW	N/A
			-

## OTHER PRE-CRUISE INFORMATION:

Unit#	Primary,secondary Species / Estimated Volume (MBF)	Access information (Gates, locks, etc.)	Photos, traverse maps required
1	DF-704	Unit can be accessed off of the W-1200 or W-1280 (PCP1 key).	Logging Plan Maps/ Driving Maps
2	DF-920	Unit can be accessed off of the W-1280 (PCP1 key).	Logging Plan Maps/ Driving Maps
3	DF-901	Unit can be accessed off of the W-1200.	Logging Plan Maps/ Driving Maps
4	DF-18	ROW unit can be accessed off of the W-1280 (PCP1 key) and accessed by foot along the W-1280C reconstruct.	Logging Plan Maps/ Driving Maps

5	DF-30	ROW unit can be accessed off of the W-1200.	Logging Plan Maps/ Driving Maps
TOTAL MBF	2,574		

#### **REMARKS:**

Average quality Douglas-fir. Unit 1 commercial thinning: Thin from below to approximately BA 160 and minimum RD of approximately 34. Units 2 and 3 VRH's have average Douglas-fir. Some bear damage and top break noted throughout units. Do not cruise western redcedar. When cruising Unit 3 I recommend parking in the rock pit to minimize chances of target shooting occurring toward your location. Unit 4 ROW is two separate units for construction of the W-1200C and the W-1280C1.

Prepared By: Aaron Nelson	Title: NRS3	CC:
Date: 9/21/2022		

# Timber Sale Cruise Report Upper Left Sorts

Sale Name: UPPER LEFT SORTS

Sale Type: SORT

Region: PACIFIC CASC

**District: YACOLT** 

Lead Cruiser: AMHerrman

Other Cruisers: BEWarnstadt, DBuchanan

**Cruise Narrative:** 

Location:

Upper Left Sorts is located approximately 10 miles northeast of Washougal, WA. All units have direct road access via W-1200 forest roads.

#### Cruise Design:

117 variable radius plots were installed and cruised at a 1:1 measure:count ratio. Diameters were measured to the nearest whole inch. Bole heights were measured to a 5" top or estimated break point. Trees were segmented into lengths based on a preference for long logs and taking into account location of defect. Preferred length for conifers is 40'. Preferred length for hardwoods is 30'.

#### **Timber Quality:**

Upper Left is a Douglas-fir party with few minor species mixed in. Trees display good form with minimal defect. Lower bole segments are mostly clean and contain few spike knots. Some broken and forked tops are present but sparse. Notable amounts of high quality "B" wood was picked up. Small Douglas-fir poles are also present.

#### Logging and Stand Conditions:

Slopes range from flat to moderate in steepness. The entire sale appears to be conducive to ground-based harvesting. The understory in all units contains little vegetation which makes foot travel fast and easy.

#### General Remarks:

Unit 1 is a Commercial Thinning. Please see the final Schedule B Thinning Rx to review thinning parameters.

#### Timber Sale Notice Volume (MBF)

				MBF Volume by Grade					
Sp	DBH	Rings/In	Age	All	Spec Mill	2 Saw	3 Saw	4 Saw	Utility
DF	17.7	6.7		2,557	12	1,153	1,137	233	21
RA	8.0			9				9	
NF	30.0			7		6	1		
WH	9.0			2					2
ALL	17.4	6.7		2,574	12	1,159	1,139	242	23

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

	Tons by Grade											
Sp	All	Spec Mill	2 Saw	3 Saw	4 Saw	Utility						
DF	20,994	69	8,662	9,814	2,306	144						
RA	59				59							
NF	48		34	14								
WH	10					10						
ALL	21,110	69	8,696	9,827	2,365	153						

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

BA (sq ft/acre			V-BAR SE (%)		
259.	1 2.6	127.2	1.4	33,085	3.1

## **Timber Sale Unit Cruise Design**

Unit	Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
UPPER LEFT SORTS U1	B1C: VR, 1 BAF (46.94) Measure/ Count Plots, Sighting Ht = 4.5 ft	58.0	56.0	58	29	0
UPPER LEFT SORTS U2	B1C: VR, 1 BAF (46.94) Measure/ Count Plots, Sighting Ht = 4.5 ft	31.0	31.9	32	16	0
UPPER LEFT SORTS U3	B1C: VR, 1 BAF (46.94) Measure/ Count Plots, Sighting Ht = 4.5 ft	21.0	22.0	22	11	0
W1280C1 ROW	B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	1.0	1.1	3	3	0
W1200A ROW	B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	1.0	0.6	2	2	0
All		112.0	111.5	117	61	0

## Timber Sale Log Grade x Sort Summary

Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
DF	LIVE	2 SAW	Domestic	14.2	40	7,797	7,481	4.0	6,249.6	837.9
DF	LIVE	2 SAW	HQ-A	13.6	40	452	452	0.0	340.6	50.6
DF	LIVE	2 SAW	HQ-B	13.0	40	2,380	2,360	0.8	2,071.6	264.3
DF	LIVE	3 SAW	Domestic	8.4	39	7,312	7,118	2.7	7,076.5	797.2
DF	LIVE	3 SAW	HQ-B	10.0	40	3,082	3,038	1.4	2,736.9	340.2
DF	LIVE	4 SAW	Domestic	5.3	30	2,128	2,082	2.1	2,306.1	233.2
DF	LIVE	CULL	Cull	6.1	5	111	0	100.0	0.0	0.0
DF	LIVE	SPECIAL MILL	HQ-A	17.5	40	107	107	0.0	68.8	12.0

Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
DF	LIVE	UTILITY	Pulp	5.6	13	192	190	0.9	143.5	21.3
NF	LIVE	2 SAW	Domestic	20.0	36	52	52	0.0	34.2	5.8
NF	LIVE	3 SAW	Domestic	9.4	38	9	9	0.0	13.5	1.0
RA	LIVE	4 SAW	Domestic	5.7	30	77	77	0.0	59.2	8.6
RA	LIVE	CULL	Cull	5.0	9	23	0	100.0	0.0	0.0
WH	LIVE	UTILITY	Pulp	5.9	16	16	16	0.0	9.9	1.7

# Timber Sale Log Sort x Diameter Bin Summary

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	< 5	LIVE	Pulp	4.9	23	11	0.0	13.0	1.2
DF	5 - 7	LIVE	Pulp	5.4	13	149	0.0	107.4	16.7
DF	5 - 7	LIVE	Domestic	5.8	33	4,195	1.8	4,573.2	469.8
DF	5 - 7	LIVE	Cull	6.0	6	0	100.0	0.0	0.0
DF	8 - 11	LIVE	Pulp	8.1	13	8	0.0	8.3	0.9
DF	8 - 11	LIVE	Cull	9.2	8	0	100.0	0.0	0.0
DF	8 - 11	LIVE	Domestic	9.6	39	4,960	3.2	4,773.2	555.5
DF	8 - 11	LIVE	HQ-B	10.2	40	3,038	1.4	2,736.9	340.2
DF	12 - 19	LIVE	Cull	12.0	3	0	100.0	0.0	0.0
DF	12 - 19	LIVE	Pulp	12.0	15	23	6.8	14.7	2.5
DF	12 - 19	LIVE	HQ-B	13.1	40	2,261	0.9	2,000.9	253.2
DF	12 - 19	LIVE	Domestic	14.0	40	6,232	3.9	5,368.2	698.0
DF	12 - 19	LIVE	HQ-A	14.0	40	558	0.0	409.4	62.5
DF	20+	LIVE	HQ-B	21.3	40	99	0.0	70.7	11.1
DF	20+	LIVE	Domestic	23.7	40	1,295	4.4	917.6	145.0
NF	8 - 11	LIVE	Domestic	9.4	38	9	0.0	13.5	1.0
NF	20+	LIVE	Domestic	20.0	36	52	0.0	34.2	5.8
RA	5 - 7	LIVE	Cull	5.0	9	0	100.0	0.0	0.0
RA	5 - 7	LIVE	Domestic	5.7	30	77	0.0	59.2	8.6
WH	5 - 7	LIVE	Pulp	5.9	16	16	0.0	9.9	1.7

# Cruise Unit Report UPPER LEFT SORTS U1

# Unit Sale Notice Volume (MBF): UPPER LEFT SORTS U1

				MBF Volume by Grade							
Sp	DBH	Rings/In	Age	All	2 Saw	3 Saw	4 Saw	Utility			
DF	15.9	6.7		695	207	391	83	14			
RA	8.0			9			9				
ALL	15.2	6.7		704	207	391	92	14			

# Unit Cruise Design: UPPER LEFT SORTS U1

Design	Cruise	FMA	N	N Cruise	N Void
	Acres	Acres	Plots	Plots	Plots
B1C: VR, 1 BAF (46.94) Measure/Count Plots, Sighting Ht = 4.5 ft	58.0	56.0	58	29	0

## Unit Cruise Summary: UPPER LEFT SORTS U1

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
NF		1	0.0	0
DF	64	317	5.5	2
RA	2	2	0.0	0
ALL	66	320	5.5	2

# Unit Cruise Statistics (Cut + Leave Trees): UPPER LEFT SORTS 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 (%)
NF	0.8	761.6	100.0						
DF	256.6	27.0	3.5	122.4	19.1	2.4	31,394	33.1	4.3
RA	1.6	761.6	100.0	91.7	0.0	0.0	148	761.6	100.0
ALL	259.0	26.6	3.5	122.2	19.4	2.4	31,641	32.9	4.2

# Unit Summary: UPPER LEFT SORTS U1

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	ВА	RD	MBF Net
DF	LIVE	CUT	58	ALL	15.7	72	91	11,543	11,191	3.0	68.0	91.5	23.1	649.1
DF	LIVE	POLE	6	ALL	16.9	86	100	817	792	3.0	4.2	6.5	1.6	46.0
DF	LIVE	LEA	88	ALL	22.0	85	105	20,021	19,411	3.0	60.1	158.6	33.8	1,125.8

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	ВА	RD	MBF Net
NF	LIVE	LEA	1	ALL	23.0	83	106				0.3	0.8	0.2	
RA	LIVE	CUT	2	ALL	8.0	41	77	192	148	22.9	4.6	1.6	0.6	8.6
ALL	LIVE	CUT	60	ALL	15.3	70	90	11,735	11,339	3.4	72.6	93.1	23.7	657.7
ALL	LIVE	POLE	6	ALL	16.9	86	100	817	792	3.0	4.2	6.5	1.6	46.0
ALL	LIVE	LEA	89	ALL	22.0	85	105	20,021	19,411	3.0	60.4	159.4	34.0	1,125.8
ALL	ALL	ALL	155	ALL	18.6	77	97	32,573	31,542	3.2	137.2	259.0	59.2	1,829.5

# Cruise Unit Report UPPER LEFT SORTS U2

## Unit Sale Notice Volume (MBF): UPPER LEFT SORTS U2

				MBF Volume by Grade								
Sp	DBH	Rings/In	Age	All	2 Saw	3 Saw	4 Saw	Utility				
DF	17.5	6.5		912	376	432	101	4				
NF	30.0			7	6	1						
WH	9.0			2				2				
ALL	17.3	6.5		920	381	433	101	5				

# Unit Cruise Design: UPPER LEFT SORTS U2

Design	Cruise	FMA	N	N Cruise	N Void
	Acres	Acres	Plots	Plots	Plots
B1C: VR, 1 BAF (46.94) Measure/Count Plots, Sighting Ht = 4.5 ft	31.0	31.9	32	16	0

# Unit Cruise Summary: UPPER LEFT SORTS U2

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	84	168	5.3	1
NF	1	1	0.0	0
WH	1	1	0.0	0
ALL	86	170	5.3	1

# Unit Cruise Statistics (Cut + Leave Trees): UPPER LEFT SORTS U2

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	246.4	22.7	4.0	119.4	13.5	1.5	29,412	26.4	4.3
NF	1.5	565.7	100.0	150.7	0.0	0.0	221	565.7	100.0
WH	1.5	565.7	100.0	38.5	0.0	0.0	56	565.7	100.0
ALL	249.4	21.1	3.7	119.1	15.5	1.7	29,690	26.2	4.1

# Unit Summary: UPPER LEFT SORTS U2

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	ВА	RD	MBF Net
DF	LIVE	CUT	78	ALL	17.6	70	91	29,177	28,362	2.8	140.7	237.6	56.6	879.2
DF	LIVE	POLE	6	ALL	16.6	77	97	1,081	1,050	2.8	5.9	8.8	2.2	32.6

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	ВА	RD	MBF Net
NF	LIVE	CUT	1	ALL	30.0	76	96	221	221	0.0	0.3	1.5	0.3	6.9
WH	LIVE	CUT	1	ALL	9.0	20	20	56	56	0.0	3.3	1.5	0.5	1.7
ALL	LIVE	POLE	6	ALL	16.6	77	97	1,081	1,050	2.8	5.9	8.8	2.2	32.6
ALL	LIVE	CUT	80	ALL	17.5	69	90	29,455	28,639	2.8	144.3	240.6	57.4	887.8
ALL	ALL	ALL	86	ALL	17.5	69	90	30,535	29,690	2.8	150.2	249.4	59.6	920.4

# Cruise Unit Report UPPER LEFT SORTS U3

Unit Sale Notice Volume (MBF): UPPER LEFT SORTS U3

				MBF Volume by Grade							
Sp	DBH	Rings/In	Age	All	Spec Mill	2 Saw	3 Saw	4 Saw	Utility		
DF	19.4	7.0		901	12	556	284	45	4		
ALL	19.4	7.0		901	12	556	284	45	4		

Unit Cruise Design: UPPER LEFT SORTS U3

Design	Cruise	FMA	N	N Cruise	N Void
	Acres	Acres	Plots	Plots	Plots
B1C: VR, 1 BAF (46.94) Measure/Count Plots, Sighting Ht = 4.5 ft	21.0	22.0	22	11	0

Unit Cruise Summary: UPPER LEFT SORTS U3

Sp	<b>Cruised Trees</b>	All Trees	Trees/Plot	Ring-Count Trees
DF	70	131	6.0	1
ALL	70	131	6.0	1

Unit Cruise Statistics (Cut + Leave Trees): UPPER LEFT SORTS U3

Sp	BA (sq ft/acre)				V-BAR CV (%)		Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	279.5	36.8	7.9	153.5	23.7	2.8	42,910	43.8	8.3
ALL	279.5	36.8	7.9	153.5	23.7	2.8	42,910	43.8	8.3

Unit Summary: UPPER LEFT SORTS U3

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	65	ALL	19.5	81	105	42,753	41,273	3.5	129.6	268.8	60.9	866.7
DF	LIVE	POLE	5	ALL	18.6	92	117	1,697	1,638	3.5	5.7	10.7	2.5	34.4
ALL	LIVE	POLE	5	ALL	18.6	92	117	1,697	1,638	3.5	5.7	10.7	2.5	34.4
ALL	LIVE	CUT	65	ALL	19.5	81	105	42,753	41,273	3.5	129.6	268.8	60.9	866.7
ALL	ALL	ALL	70	ALL	19.5	82	105	44,449	42,910	3.5	135.3	279.5	63.4	901.1

# Cruise Unit Report W1280C1 ROW

Unit Sale Notice Volume (MBF): W1280C1 ROW

				M	IBF Volu	ıme by G	Grade
Sp	DBH	Rings/In	Age	All	2 Saw	3 Saw	4 Saw
DF	15.1			19	4	12	3
ALL	15.1			19	4	12	3

Unit Cruise Design: W1280C1 ROW

Design	Cruise	FMA	N	N Cruise	N Void
	Acres	Acres	Plots	Plots	Plots
B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	1.0	1.1	3	3	0

Unit Cruise Summary: W1280C1 ROW

Sp	<b>Cruised Trees</b>	All Trees	Trees/Plot	Ring-Count Trees
DF	13	13	4.3	0
ALL	13	13	4.3	0

Unit Cruise Statistics (Cut + Leave Trees): W1280C1 ROW

Sp	BA (sq ft/acre)				V-BAR CV (%)				Vol SE (%)
DF	173.3	13.3	7.7	108.1	14.0	3.9	18,744	19.3	8.6
ALL	173.3	13.3	7.7	108.1	14.0	3.9	18,744	19.3	8.6

Unit Summary: W1280C1 ROW

Sp	Status	Rx	N	D	DBH	BL	THT	BF	BF	Defect	TPA	ВА	RD	MBF
								Gross	Net	%				Net
DF	LIVE	CUT	11	ALL	15.0	63	84	16,348	15,860	3.0	119.5	146.7	37.9	15.9
DF	LIVE	POLE	2	ALL	16.0	75	93	2,972	2,884	3.0	19.1	26.7	6.7	2.9
ALL	LIVE	POLE	2	ALL	16.0	75	93	2,972	2,884	3.0	19.1	26.7	6.7	2.9
ALL	LIVE	CUT	11	ALL	15.0	63	84	16,348	15,860	3.0	119.5	146.7	37.9	15.9
ALL	ALL	ALL	13	ALL	15.1	65	86	19,320	18,744	3.0	138.6	173.3	44.5	18.7

# Cruise Unit Report W1200A ROW

Unit Sale Notice Volume (MBF): W1200A ROW

				MBF Volume by Grade					
Sp	DBH	Rings/In	Age	All	2 Saw	3 Saw	4 Saw	Utility	
DF	17.1			30	10	18	2	0	
ALL	17.1			30	10	18	2	0	

Unit Cruise Design: W1200A ROW

Design	Cruise	FMA	N	N Cruise	N Void
	Acres	Acres	Plots	Plots	Plots
B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	1.0	0.6	2	2	0

Unit Cruise Summary: W1200A ROW

Sp	<b>Cruised Trees</b>	All Trees	Trees/Plot	Ring-Count Trees
DF	11	11	5.5	0
ALL	11	11	5.5	0

Unit Cruise Statistics (Cut + Leave Trees): W1200A ROW

Sp	BA (sq ft/acre)				V-BAR CV (%)		Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	220.0	12.9	9.1	136.9	14.4	4.3	30,124	19.3	10.1
ALL	220.0	12.9	9.1	136.9	14.4	4.3	30,124	19.3	10.1

Unit Summary: W1200A ROW

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	ВА	RD	MBF Net
DF	LIVE	CUT	11	ALL	17.1	81	103	31,045	30,124	3.0	137.9	220.0	53.2	30.1
ALL	LIVE	CUT	11	ALL	17.1	81	103	31,045	30,124	3.0	137.9	220.0	53.2	30.1
ALL	ALL	ALL	11	ALL	17.1	81	103	31,045	30,124	3.0	137.9	220.0	53.2	30.1



13/60	7.1				
2			FPA/N	No: 2941500	*
			Effective D	ate: 6/28/2023	
TO MA	TURALE		Expiration D	ate: 6/28/2026	
Forest Practices Ap	plication/Not	ification	Shut Down Zo	one: 660;.	
Notice of	f Decision		EARR Tax Cre	edit: Eligible	☐ Non-eligible
			Referen	nce: Upper Left S	Sorts
				30-104159	es i will
Decision					
☐ Notification Accepted	Operations sha	ıll not begin be	fore the effective dat	te.	
■ Approved	This Forest Pra	actices Applica	tion is subject to the	conditions listed be	elow.
☐ Disapproved	This Forest Pra	actices Applica	tion is disapproved fe	or the reasons liste	d below.
☐ Withdrawn	Applicant has v	vithdrawn the l	Forest Practices App	lication/Notification	(FPA/N).
□ Closed	All forest practi	ces obligations	s are met.		
	100				
FPA/N Classification			Number of	f Years Granted o	n Multi-Year Request
☐ Class II	☐ Class IVG	☐ Class IV	S □ 4 years	s □ 5 years	
Conditions on Approval/F	Reasons for Disa	pproval			
No additional conditions.					

Issued By: Mich	ael Rutledge	Region: Pacific Cascade Region
Title: Forest Pra	ctices Forester	Date: 6/28/2023
Copies to:	.□ Landowner, Tim	ber Owner and Operator
Issued in person:	■ LO ■TO ■ OP	By: Jacqui Salw Date: 628/2023

**Appeal Information** 

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

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

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

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

#### Other Applicable Laws

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

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

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

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

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

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

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

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

## 

SALE NAME: **UPPER LEFT SORTS** Pacific Cascade Region **REGION: AGREEMENT#:** 30-104159 COUNTY(S): Skamania TOWNSHIP(S): T07R04E, T06R04E ELEVATION RGE: 1560-2120 TRUST(S): Capitol Grant (7), State Forest Transfer (1) 134+10 UNIT 2 6+62 of W-1281 =0+00 of W-1281C 124+60 of 2+37 W-1200 W-1281C **&0+55** =0+00 of W-1201 0+30 125+07 of W-1200 =0+00 of W-1280 118+06 W-1200 Pit 🛠 UNIT3 2+19 0+10 109+16 of W-1200 =0+00 of W-1200A Harvest Unit Culvert Required Pre-Haul Maintenance Gate (PCP 1-1) Streams **•** Landing - Proposed ====: Required Construction R Rock Pit **&** Stockpile Waste Area

Prepared By: accc490

Modification Date: 5/31/2023

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**UPPER LEFT SORTS** SALE NAME: **REGION:** Pacific Cascade Region **AGREEMENT#:** 30-104159 COUNTY(S): Skamania TOWNSHIP(S): T07R04E, T06R04E ELEVATION RGE: 1560-2120 TRUST(S): Capitol Grant (7), State Forest Transfer (1) 44+04 of W-1280 =0+00 of W-1280C 2+61 10+41 of W-1280C =0+00 ofW-1280C1 9+41 7+90 9 + 1522+01 of W-1280 1+49 UNIT 1 =0+00 of √D3+31 W-1280A 8+05 Harvest Unit Ditchout Required Pre-Haul Maintenance ////// Culvert Streams ====: Required Construction Landing - Proposed **Optional Construction** Optional Reconstruction

Prepared By: accc490

**UPPER LEFT SORTS** 

Modification Date: 5/31/2023

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Prepared By: accc490

Modification Date: 5/31/2023

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# STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES

# UPPER LEFT SORTS TIMBER SALE ROAD PLAN SKAMANIA COUNTY LARCH UNIT, YACOLT DISTRICT PACIFIC CASCADE REGION

AGREEMENT NO.: 30-104159 STAFF ENGINEER: DAVID STONE

DRAWN & COMPILED BY: ALICIA COMPTON

& DAVID STONE

#### SECTION 0 - SCOPE OF PROJECT

#### 0-1 ROAD PLAN SCOPE

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

#### 0-2 REQUIRED ROADS

The specified work on the following roads is required.

<u>Road</u>	<u>Stations</u>	<u>Type</u>
W-1200	109+16 to 155+86	Pre-haul Maintenance
W-1280	0+00 to 44+04	Pre-haul Maintenance
W-1200A	0+00 to 2+19	Construction
W-1200C	0+00 to 2+22	Construction
W-1280A	0+00 to 8+05	Construction

#### 0-3 OPTIONAL ROADS

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

<u>Road</u>	<u>Stations</u>	<u>Type</u>
W-1280C	0+00 to 10+41	Reconstruction
W-1280C1	0+00 to 9+15	Construction

#### 0-4 CONSTRUCTION

Construction includes, but is not limited to clearing, grubbing, right-of-way debris disposal, excavation and embankment to sub-grade, landing and turnout construction, culvert installation, manufacture and application of rock, and compaction of earthwork and rock.

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#### 0-5 RECONSTRUCTION

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

Road	<u>Stations</u>	<u>Requirements</u>
W-1280C	0+00 to 10+41	Clear, grub, widen subgrade, excavate ditchlines, grade, shape, and compact subgrade surface in accordance to TYPICAL SECTION SHEET. Install culverts in accordance to CULVERT LIST.  Reconstruct road grade according to stakes and reference points marked in the field. Apply rock in accordance to ROCK LIST. Grade, shape, and compact rock.

#### 0-6 PRE-HAUL MAINTENANCE

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

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
W-1280	0+00 to 44+04	Excavate/clean out ditchlines and catch basins. Grade, shape, and compact existing surface in accordance to TYPICAL SECTION SHEET. Apply rock in accordance to ROCK LIST. Grade, shape, and compact rock. Block existing trail to the right at 1+95 as specified in Clause 9-1 EARTHEN BARRICADES.
W-1200	109+16 to 155+86	Excavate/clean out ditchlines and catch basins. Grade, shape, and compact existing surface in accordance to TYPICAL SECTION SHEET. Install culverts in accordance to CULVERT LIST. Apply rock in accordance to ROCK LIST. Grade, shape, and compact rock.

#### 0-10 ABANDONMENT

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

#### 0-12 DEVELOP ROCK SOURCE

Contactor may develop an existing rock source. Rock source development will involve requirements listed in the ROCK SOURCE DEVELOPMENT PLAN. Work for developing rock sources is listed in Section 6 ROCK AND SURFACING.

SECTION 1 - GENERAL

#### 1-1 ROAD PLAN CHANGES

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

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#### 1-2 NON-COMPLIANCE WITH STATE ROAD PLAN

Quantities established in this road plan are minimum acceptable values. Additional quantities required by the state due to unforeseen conditions, or Contractor's choice of construction techniques will be at the Contractor's expense.

#### 1-3 ROAD DIMENSIONS

Contractor shall perform road work in accordance with the dimensions shown on the TYPICAL SECTION SHEET and the specifications within this road plan, unless controlled by construction stakes or design data (plan, profile, and cross-sections).

#### 1-4 ROAD TOLERANCES

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

<u>Tolerance Class</u>	<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 Work maps.

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

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

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

#### 1-9 DAMAGED METALLIC COATING

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

#### 1-15 ROAD MARKING

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

 Four-foot stakes with orange flagging, orange paint, and/or aluminum reference tags for all road types. Right-of-Way (ROW) boundary tags – where timber is not within the harvest unit.

#### 1-18 REFERENCE POINT DAMAGE

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

#### 1-20 COMPLETE BY DATE

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

#### 1-21 HAUL APPROVAL

Contractor shall not use roads under this road plan for timber hauling, rock hauling, or right-of-way hauling, without written approval from the Contract Administrator.

#### 1-22 WORK NOTIFICATIONS

Contractor shall notify the Contract Administrator a minimum of 5 calendar days before work begins.

#### 1-23 ROAD WORK PHASE APPROVAL

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

- Subgrade construction and drainage installation
- Waste area construction
- Subgrade compaction
- Rock pit development
- Rock application and compaction
- Abandonment

#### 1-25 ACTIVITY TIMING RESTRICTION

The specified activities are not allowed during the listed closure periods unless authorized in writing by the Contract Administrator. Restrictions for hauling forest products are specified in Contract Clause H-130 HAULING SCHEDULE.

<u>Road</u>	<u>Activity</u>	Closure Period
All	Construction, Reconstruction, Pre-haul Maintenance, Rock Source Work, & Abandonment	November 15 to April 30

**UPPER LEFT SORTS** 

#### 1-26 OPERATING DURING CLOSURE PERIOD

If permission is granted to operate during a closure period listed in Clause 1-25 ACTIVITY TIMING RESTRICTION Contractor shall provide a maintenance plan to include further protection of state resources. Contractor shall obtain written approval from the Contract Administrator for the maintenance plan, and shall put preventative measures in place before operating during the closure period. Contractor is required to maintain all haul roads at their own expense including those listed in Contract Clause C-60.1 DESIGNATED ROAD MAINTAINER. If other operators are using, or desire to use these designated maintainer roads, a joint operating plan must be developed. All parties shall follow this plan.

#### 1-29 SEDIMENT RESTRICTION

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

#### 1-30 CLOSURE TO PREVENT DAMAGE

In accordance with Contract Clause G-220.1 STATE SUSPENDS OPERATION, the Contract Administrator will suspend road work or hauling right-of-way timber, forest products, or rock under the following conditions:

- Wheel track rutting exceeds 4 inches on jaw run roads.
- Wheel track rutting exceeds 2 inches on crushed rock roads.
- Wheel track rutting exceeds 4 inches on native surface roads.
- Surface or base stability problems persist.
- Weather is such that satisfactory results cannot be obtained in an area of operations.
- When, in the opinion of the Contract Administrator excessive road damage or rutting may occur.

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

#### 1-32 BRIDGE AND ASPHALT SURFACE RESTRICTION

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

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

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#### 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. Contractor 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

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

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

#### **SECTION 2 – MAINTENANCE**

#### 2-1 GENERAL ROAD MAINTENANCE

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

#### 2-2 ROAD MAINTENANCE – CONTRACTOR MAINTENANCE

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

#### 2-3 ROAD MAINTENANCE – DESIGNATED MAINTAINER

Contractor may be required to perform maintenance on roads listed in Contract Clause C-060.1 DESIGNATED ROAD MAINTAINER as directed by the Contract Administrator. Contractor shall maintain roads in accordance with FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS.

#### 2-4 PASSAGE OF LIGHT VEHICLES

Contractor shall maintain the following roads in a condition that will allow the passage of light administrative vehicles.

<u>Road</u>	<u>Stations</u>
W-1200	109+16 to 155+86
W-1280	0+00 to 44+04
W-1281	0+00 to 6+62

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

Contractor shall use a grader to shape the existing surface before applying rock.

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

On the following roads, Contractor shall clean ditches, headwalls, and catch basins. Pulling ditch material across the road or mixing in with the road surface is not allowed. Scatter material down slope outside of cleared right-of-way.

<u>Road</u>	<u>Stations</u>
W-1200	109+16 to 155+86
W-1280	0+00 to 44+04

SECTION 3 - CLEARING, GRUBBING, AND DISPOSAL

#### 3-5 CLEARING

Contractor shall fall all vegetative material larger than 2 inches DBH or over 5 feet high between the marked right-of-way boundaries 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

Contractor 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

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

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

#### 3-10 GRUBBING

Contractor shall remove all stumps between the grubbing limits specified on the TYPICAL SECTION SHEET. Contractor shall also remove stumps with undercut roots outside the grubbing limits. 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

Contractor 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

#### 3-14 STUMPS WITHIN DESIGNATED WASTE AREAS

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

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#### 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 clearing and waste area limits.

#### 3-21 DISPOSAL COMPLETION

Contractor shall remove organic debris from the road surface, ditchlines, and culvert inlets and outlets. Contractor shall complete all disposal of organic debris, before subgrade approval.

#### 3-22 DESIGNATED WASTE AREA FOR ORGANIC DEBRIS

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

Road	<u>Disposal Location</u>
W-1200 Pit	On the right side of the W-1201
	at station 8+20

#### 3-23 PROHIBITED DISPOSAL AREAS

Contractor shall not place organic debris in the following areas:

- Within 50 feet of a cross drain culvert.
- Within 100 feet of a live stream, or wetland.
- On road subgrades, or excavation and embankment slopes.
- On slopes greater than 45%.
- Within the operational area for cable landings where debris may shift or roll.
- On locations where brush can fall into the ditch or onto the road surface.
- Against standing timber.
- On slopes above a cut bank.

#### 3-24 BURYING ORGANIC DEBRIS RESTRICTED

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

#### 3-25 SCATTERING ORGANIC DEBRIS

Contractor shall scatter organic debris outside of the clearing limits in natural openings downhill side of the road, unless otherwise detailed in this road plan and as directed by the Contract Administrator.

#### SECTION 4 - EXCAVATION

#### 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 prior to embankment.

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

Contractor shall follow these standards for road grade and alignment:

- Grade and alignment must have smooth continuity, without abrupt changes in direction.
- Maximum grades may not exceed 18 percent favorable and 13 percent adverse.
- Minimum curve radius is 60 feet at centerline.
- Maximum grade change for sag vertical curves is 6% 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. Contractor shall follow these standards for switchbacks:

- Maximum adverse grades for switchbacks is 10% of the curve radius.
- Maximum favorable grades for switchbacks is 12%.
- Maximum transition grades entering and leaving switchbacks is a 5% 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

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

	<b>Excavation</b>	Excavation Slope
Material Type	Slope Ratio	<u>Percent</u>
Common Earth (on side slopes up to 55%)	1:1	100
Common Earth (56% to 70% side slopes)	<b>¾:1</b>	133
Common Earth (on slopes over 70%)	½:1	200
Fractured or loose rock	½:1	200
Hardpan or solid rock	<b>½:1</b>	400

#### 4-6 EMBANKMENT SLOPE RATIO

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

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

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

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

#### 4-8 CURVE WIDENING

The minimum widening placed on the inside of curves is:

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

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#### 4-9 EMBANKMENT WIDENING

The minimum embankment widening is:

- 2 feet for embankment heights at centerline of 3 to 6 feet.
- 4 feet for embankment heights at centerline of greater than 6 feet.

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

#### 4-10 WIDEN THE EXISTING SUBGRADE

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

<u>Road</u>	<u>Stations</u>
W-1280C	0+00 to 10+41

#### 4-21 TURNOUTS

Contractor shall construct non designated turnouts intervisible with a maximum distance of 1000 feet between turnouts. Locations may be adjusted to fit the final subgrade alignment and sight distances. Locations changes are subject to written approval by the Contract Administrator. Minimum dimensions are shown on the ROCK LIST.

#### 4-25 DITCH CONSTRUCTION AND RECONSTRUCTION

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

#### 4-28 DITCH DRAINAGE

Ditches must drain to cross-drain culverts or ditchouts.

#### 4-29 DITCHOUTS

Contractor shall construct ditchouts as identified on the CULVERT LIST and 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

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

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#### 4-37 WASTE AREA LOCATION

Contractor shall deposit waste material in the listed designated areas. 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.

<u>Road</u>	Waste Area Location	<u>Comments</u>
W-1200 Pit	On the right side of the	Pile organic material separately
	W-1201 at station 8+20	from all other waste

#### 4-38 PROHIBITED WASTE DISPOSAL AREAS

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

- Within 25 feet of a cross drain culvert.
- Within 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.

#### 4-48 NATIVE MATERIAL

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

#### 4-55 ROAD SHAPING

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

#### 4-56 DRY WEATHER SHAPING

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

#### 4-60 FILL COMPACTION

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

#### 4-61 SUBGRADE COMPACTION

Contractor shall compact constructed and reconstructed subgrades in accordance with the COMPACTION LIST by routing equipment over the entire width except ditch. Contractor shall obtain written approval from the Contract Administrator for subgrade compaction before rock application and timber haul.

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#### 4-62 DRY WEATHER COMPACTION

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

#### 4-63 EXISTING SURFACE COMPACTION

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

#### SECTION 5 - DRAINAGE

#### 5-5 CULVERTS

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

#### 5-6 CULVERT TYPE

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

#### 5-10 CULVERT MARKER INSTALLATION

Contractor shall provide and install culvert markers at the inlet in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL and CULVERT LIST.

#### 5-12 UNUSED MATERIALS STATE PROPERTY

On required roads, any materials listed on the CULVERT LIST that are not installed will become the property of the state. Contractor 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, the National Corrugated Metal Pipe Association's "Installation Manual for Corrugated Steel Drainage Structures" the Corrugated Polyethylene Pipe Association's, and "Recommended Installation Practices for Corrugated Polyethylene Pipe and Fittings". Corrugated Polyethylene pipe must be installed in a manner consistent with the manufacturer's recommendations.

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

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

#### 5-18 CULVERT DEPTH OF COVER

All culverts must be installed with a compacted depth of cover over the top of the culvert, as recommended by the culvert manufacturer for the type and size of the pipe.

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#### 5-20 ENERGY DISSIPATERS

Contractor shall install energy dissipaters in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL at all culverts on the CULVERT LIST that specify the placement of rock. Energy dissipater installation is subject to approval by the Contract Administrator. The type of energy dissipater and the amount of material must be consistent with the specifications listed on the CULVERT LIST. Placement must with a zero-drop-height only. No placement by end dumping or dropping of rock is allowed.

#### 5-25 CATCH BASINS

Contractor shall construct catch basins in accordance with CULVERT AND DRAINAGE SPECIFICATION DETAIL. Minimum dimensions of catch basins are 3 feet wide and 4 feet long with back slopes consistent with Clause 4-5 CUT SLOPE RATIO.

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

Contractor shall construct headwalls in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL and CULVERT LIST at all cross drain culverts. Rock must be placed on shoulders, slopes, and around culvert inlets and outlets. Minimum specifications require that rock be placed at a width of one culvert diameter on each side of the culvert opening, and to a height of one culvert diameter above the top of the culvert. Rock may not restrict the flow of water into culvert inlets or catch basins. 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. Rock type must meet the specifications in Clause 6-50 LIGHT LOOSE RIP RAP.

#### 5-33 NATIVE SURFACE ROADS

If overwintered, native surface roads must be waterbarred by October 1. Contractor shall construct waterbars according to the attached NON-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 200 feet.

SECTION 6 - ROCK AND SURFACING

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

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

<u>Source</u>	<u>Location</u>
W-1200 Rock Pit	NW1/4 Sec. 31, T03N, R05E, W.M.

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

Rock used in accordance with the quantities on the ROCK LIST and CULVERT LIST may be obtained from the following existing stockpiles on state land at no charge to the Contractor. Other stockpiles may not be used without prior written approval from the Contract Administrator.

<u>Source</u>	<u>Location</u>	Rock Type
W-1201 Stockpile	Station 0+30 on the W-1201	2 ½ - Inch Minus Crushed Rock
W-1280 Stockpile	Station 0+55 on the W-1280	3" JAW RUN ROCK
W-1281C Stockpile	Station 2+37 on the W-1281C	3" JAW RUN ROCK

#### 6-5 ROCK FROM COMMERCIAL SOURCE

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

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

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

<u>Source</u>	<u>Location</u>
W-1200 Rock Pit	NW1/4 Sec. 31, T03N, R05E, W.M.

#### 6-22 FRACTURE REQUIREMENT FOR ROCK

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

#### 6-23 ROCK GRADATION TYPES

Contractor shall provide or manufacture rock in accordance with the types, amounts and specifications listed in the ROCK LIST and ROCK CRUSHING COMPLIANCE PROCEDURE DETAIL. Rock must meet the following specifications for gradation and uniform quality during manufacture and placement into a stockpile. The exact point of evaluation for conformance to specifications will be determined by the Contract Administrator. Contractor shall provide a sieve analysis upon request from the Contract Administrator. Gradation specifications in Clauses 6-29, 6-34, 6-50 and 6-51.

#### 6-29 1 ½-INCH MINUS CRUSHED ROCK

% Passing 1 ½" square sieve	100%
% Passing 1" square sieve	70 - 90%
% Passing 5/8" square sieve	50 - 80%
% Passing U.S. #4 sieve	30 - 50%
% Passing U.S. #40 sieve	3 - 18%
% Passing U.S. #200 sieve	7.5% maximum

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

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#### 6-34 3-INCH JAW RUN ROCK

% Passing 3" square sieve 100% % Passing 1 ½" square sieve 45 - 65%

Ballast rock must be 100% equal to, or smaller than, 3 inches in at least one dimension. Rock may contain no more than 5 percent organic debris, and trash. All percentages are by weight.

#### 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:

Approximate Size Range
18"- 28"
8"- 18"
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>	<u>Size Range</u>
30% to 90%	28"- 36"
30% to 70%	18"- 28"
20% to 50%	8"- 18"
10% to 20%	3"-8"

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

Measurement of specified rock depths, are defined as the compacted depths using the compaction methods required in this road plan. Estimated quantities specified in the ROCK LIST are loose yards. Contractor shall apply adequate amounts of rock to meet the specified rock depths. Specified rock depths are minimum requirements and are not subject to reduction. Unless otherwise stated in Clause 6-75 OPTIONAL ROCK EXCEPTION.

#### 6-56 ROCK MEASURMENT BY TRUCK VOLUME

Measurement of Spot Rocking, Landing, Junction, Stockpile, and Rip Rap Rock is on a cubic yard truck measure basis. The Contract Administrator will measure each truck box before rock hauling. An average of such volumes for each truck will be used to tally the volume hauled. The Contract Administrator may periodically require that a load be flattened off and its volume calculated. Contractor shall maintain load tally sheets for each truck as shown in ROCK ACCOUNTABILITY DETAIL and shall give them to the Contract Administrator or mail them to the Pacific Cascade Region Office on a weekly basis during rocking operations.

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#### 6-65 ROCK STOCKPILE LOCATION

Contractor shall stockpile rock as listed below. Rock stockpiles must be in accordance Clause 6-67 ROCK STOCKPILE SPECIFICATIONS. Rock stockpiles must be in accordance with Clause 11-1 STOCKPILE SPECIFICATIONS AND DIMENSIONS.

Rock Source	Rock Type	Quantity (c.y.)	Stockpile Location
W-1200 Pit	1½ Inch Minus	2,004	On the Left side of
			the W-1201 at
			station 0+30

#### 6-67 ROCK STOCKPILE SPECIFICATIONS

Rock stockpiles listed in Clause 6-65 ROCK STOCKPILE LOCATION must meet the following specifications:

Before placing aggregates upon the stockpile site, the site must be cleared of vegetation, trees, stumps, brush, rocks, or other debris and the ground leveled to a smooth, firm, uniform surface.

When completed, the stockpile must be neat and regular in shape. The stockpile height is limited to a maximum of 15 feet. Stockpiles in excess of 200 cubic yards must be built up in layers of not more than 5 feet deep. Stockpile layers must be constructed by trucks, clamshells, or other methods approved in writing by the Contract Administrator. Each layer must be completed over the entire area of the pile before depositing aggregates in the next layer. The aggregates may not be dumped so that they run down and over the lower layers in the stockpile. The method of dropping from a bucket or spout in one location to form a cone shaped pile is not allowed.

Stockpiles of different types or sizes of aggregate must be spaced far enough apart, or separated by suitable walls or partitions, to prevent the mixing of the aggregates.

#### 6-70 APPROVAL BEFORE ROCK APPLICATION

Contractor shall obtain written approval from the Contract Administrator for completed subgrade and drainage installation, including inlet and outlet armor, before rock application.

#### 6-71 ROCK APPLICATION

Contractor 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. Road surfaces must be compacted in accordance with the COMPACTION LIST by routing equipment over the entire width.

#### 6-73 ROCK FOR WIDENED PORTIONS

Contractor shall apply rock to turnarounds, turnouts, and areas with curve widening to the same depth and specifications as the traveled way.

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#### 6-75 OPTIONAL ROCK EXCEPTION

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

If less rock is applied, Contractor shall submit a written plan, for approval, describing how these roads will be constructed, used, maintained, and treated post-haul. Contractor shall meet post-haul specifications in Section 9 POST-HAUL ROAD WORK, the FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS, or other conditions of the approved plan.

Road	<u>Stations</u>
W-1280C	0+00 to 10+41
W-1280C1	0+00 to 9+15

#### 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.

SECTION 8 – EROSION CONTROL

#### 8-2 PROTECTION FOR EXPOSED SOIL

Contractor shall provide and evenly spread a 4-inch layer of straw to all exposed soils within 100 feet of a stream or wetland. Soils must be covered before the first anticipated storm event. Soils may not sit exposed during any rain event.

#### 8-15 REVEGETATION

Contractor shall spread grass seed on all exposed soils within the grubbing limits resulting from road work activities using. Other methods of covering must be approved in writing by the Contract Administrator.

Road	<u>Location</u>	<u>Qty</u>	<u>Abandonment</u>
		(lbs)*	
W-1200	109+16 to 155+86	11.2	
W-1280	0+00 to 44+04 & trail at 1+95	12.3	1.6
W-1200A	0+00 to 2+19	4.1	6.0
W-1200C	0+00 to 2+22	4.1	6.0
W-1280A	0+00 to 8+05	15.7	
W-1280C	0+00 to 10+41	15.3	
W-1280C1	0+00 to 9+15	13.7	
W-1201	Waste area @ 8+20	2.0	

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

#### 8-16 REVEGETATION SUPPLY

The Contractor shall provide the grass seed.

#### 8-17 REVEGETATION TIMING

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

#### 8-19 ASSURANCE FOR SEEDED AREA

Contractor shall ensure the growth of a uniform and dense crop at least 75% coverage of 3-inch tall grass. Contractor shall reapply the grass seed in areas that have failed to germinate or have been damaged through any cause, restore eroded or disturbed areas, clean up and properly dispose of eroded materials, and reapply the grass seed at no additional cost to the state.

#### 8-25 GRASS SEED

Contractor shall evenly spread the seed mixture listed below on all exposed soil inside the grubbing limits at a rate of 40 pounds per acre of exposed soil. Grass seed must meet the following specifications:

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

Kind and Variety of Seed	% by Weight	Minimum %
<u>in Mixture</u>		<u>germination</u>
Perennial Rye	25-35	90
Red Fescue	40-50	90
Highland Bent	5-15	85
Red and White Clover	10-20	90
Inert and Other Crop	0.5	

#### 9-1 EARTHEN BARRICADES

On the following roads, barricades shall be constructed in accordance with the EARTHEN BARRICADE DETAIL.

<u>Road</u>	<u>Stations</u>	<u>Comments</u>
W-1200A	0+15	
W-1200C	0+20	
W-1280	1+95	Block Trail to the right with 3 barricades spaced 20 feet apart. Trail barricades start 20 feet down the trail from the intersection with the W-1280 and W-1281 roads.

#### 9-3 CULVERT MATERIAL REMOVED FROM STATE LAND

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

#### 9-5 POST-HAUL MAINTENANCE

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

#### 9-10 LANDING DRAINAGE

Contractor shall provide for drainage of the landing surface.

#### 9-11 LANDING EMBANKMENT

Contractor shall slope landing embankments to the original construction specifications.

#### 9-12 LANDING EMBANKMENT REMOVAL

Contractor shall reduce or relocate the landing embankment, as directed by the Contract Administrator. Place excavated material in a waste area designated by the Contract Administrator.

#### 9-21 ROAD ABANDONMENT

Contractor shall abandon the following roads before the termination of this contract by the specified date. Work must be in accordance with the ROAD ABANDONMENT CROSS SECTIONS DETAIL.

Road	<u>Stations</u>	<u>Type</u>	<u>Date</u>
W-1200A	0+00 to 2+19	Light	Before the termination of this contract
W-1200C	0+00 to 2+22	Light	Before the termination of this contract

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#### 9-22 LIGHT ABANDONMENT

- Rip the surface to a minimum depth of 12 inches.
- Outslope roadway or inslope to a waterbar as appropriate.
- Construct non-drivable waterbars according to the attached NON-DRIVABLE WATERBAR DETAIL at a
  maximum spacing which will produce a vertical drop of no more than 10 feet between waterbars or
  between natural drainage paths and with a maximum spacing of 200 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 shall be outsloped to provide positive drainage. Outlets shall be on stable locations.
- Remove culverts and leave the resulting trench open. The removed fill material shall be placed and compacted in a location that will not erode into any Type 1 through 5 waters or wetlands. Slope all trench walls and approach embankments no steeper than 1.5:1.
- Scatter woody debris onto abandoned road surfaces as directed by the Contract Administrator.
- Block roads with earthen barricades according to the attached EARTHEN BARRICADE DETAIL.
- Apply grass seed concurrently with abandonment to all exposed soil within the old roadway limits and in accordance with Section 8 EROSION CONTROL.
- Cover, concurrently with abandonment, all exposed soils within 100 feet of any live stream, with a 4-inch deep layer of straw.

#### **SECTION 10 MATERIALS**

#### 10-15 CORRUGATED STEEL CULVERT

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

#### 10-17 CORRUGATED PLASTIC CULVERT

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

#### 10-21 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.

#### 10-22 PLASTIC BAND

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

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#### 10-24 GAUGE AND CORRUGATION

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

<u>Diameter</u>	<u>Gauge</u>	<u>Corrugation</u>
18"	16 (0.064")	$2^{2}/_{3}$ " $X^{1}/_{2}$ "
24" to 48"	14 (0.079")	$2^{2}/_{3}$ " $X^{1}/_{2}$ "

**SECTION 11 SPECIAL NOTES** 

#### 11-1 ROCK STOCKPILE SPECIFICATIONS AND DIMENSIONS

Before placing aggregates upon the stockpile site, the site shall be cleared of vegetation, trees, stumps, brush, rocks, or other debris and the ground leveled to a smooth, firm, uniform surface sloped at 2 percent and ditched as required.

Stockpile location shall be approved in writing by the Contract Administrator, prior to any stockpile aggregate placement.

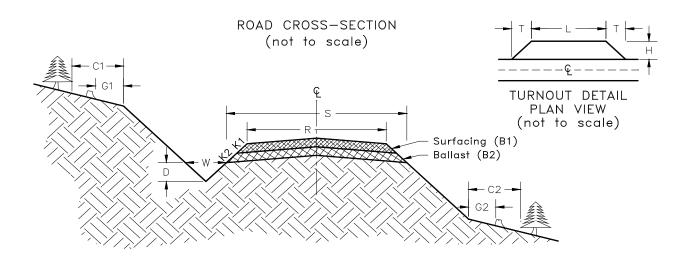
The piles, when completed, shall be neat and uniform in shape. Pushing aggregates into piles with a bulldozer shall not be permitted.

Construct one stockpile at Station 0+30 on the W-1201 road as shown at the location on the Road Plan Map.

The stockpile of  $1\frac{1}{2}$  Inch minus crushed rock shall have a base of  $76.0' \times 73.0'$ , 1-1/3:1 sloped sides with a height of 15 feet, and a top dimension of  $36.2' \times 33.2'$ .

The stockpile shall have all sides and top uniform. Side slopes are based on 37 degrees, which is equivalent to 1.3:1 ratio, or approximately 75 percent.

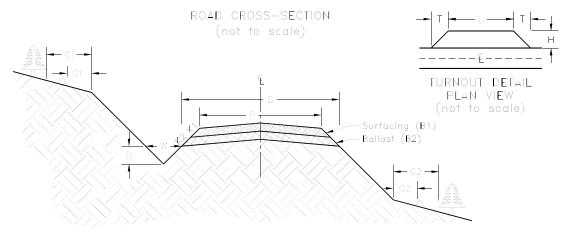
## **TYPICAL SECTION SHEET**



Road Number	From Station	To Station	Tolerance Class	Subgrade Width (feet)	Road Width (feet)	Dit Width (feet)			Grubbing Limits (feet)		Lin	iring nits et)
				S	R	W	D		G1	G1 G2		C2
W-1200	109+16	155+86	А	16	12	3	1	4	NA	NA	NA	NA
W-1280	0+00	44+04	Α	16	12	3	1	4	NA	NA	NA	NA
W-1200A	0+00	2+19	С	16	12	3	1	4	3	3	5	5
W-1200C	0+00	2+22	С	16	12	3	1	4	3	3	5	5
W-1280A	0+00	8+05	С	16	12	3	1	4	3	3	5	5
* W-1280C	0+00	10+41	С	16	12	3	1	4	3	3	5	5
* W-1280C1	0+00	9+15	С	16	12	3	1	4	3	3	5	5

<sup>\*</sup> Optional Roads

# ROCK LIST (Page 1 of 4)



**BALLAST** 

	From	То	Rock	Compacted Rock	C.Y./	# of	C.Y.	Rock		Turnout	
Road Number	Station	Station	Slope	Depth	Station	Stations	Subtotal	Source	Length	Width	Taper
				(inches)					(feet)	(feet)	(feet)
			K2	B2					L	Н	T
					3 11	NCH JAW RUN		8			
W-1280A	0+00	8+05	1½:1	9	46	8.05	370	-120			
CURVE WIDENING			1½:1	9			19	W-1200 Pit			
TURNOUT			1½:1	9	28/TO	1 TO	28		50	10	25
JUNCTION	0+	-00					12				
* W-1280C	0+00	10+41	1½:1	9	49	10.41	510				
* CURVE WIDENING			1½:1	9			26				
* TURNOUT			1½:1	9	28/TO	1 TO	28		50	10	25
* JUNCTION	0+	-00					12				
* LANDING					41/Landing	1 Landing	41				
* W-1280C1	0+00	9+15	1½:1	9	46	9.15	421				
* CURVE WIDENING			1½:1	9			22				
* TURNOUT			1½:1	9	28/TO	1 TO	28		50	10	25
* JUNCTION	0+	-00					12				
* LANDING					41/Landing	1 Landing	41				

<sup>\*</sup> Optional Rock

# ROCK LIST (Page 2 of 4)

# **BALLAST** (continued)

Road Number	From Station	To Station	Rock Slope	Compacted Rock Depth (inches)	C.Y./ Station	# of Stations	C.Y. Subtotal	Rock Source	Length (feet)	Turnout Widt h (feet)	Taper (feet)
			K2	B2					L	Н	T
					3 1	NCH JAW RUN	ı				
W-1200 LANDING					41/Landing	1 Landing	41	W-1280 Stockpile			
W-1200A	0+00	2+19	1½:1	9	46	2.19	101	30 St			
JUNCTION	0+	00					12	tock			
LANDING					41/Landing	1 Landing	41	pile			
					3 1	NCH JAW RUN	l				
W-1280 LANDING					41/Landing	1 Landing	41				
W-1280A LANDING					41/Landing	1 Landing	41	W-12			
W-1281 LANDING					41/Landing	2 Landings	82	W-1281C Stockpile			
W-1200C	0+00	2+22	1½:1	9	46	2.22	102	ock			
CURVE WIDENING			1½:1	9			5	oile			
JUNCTION	0+	00					12				
LANDING					41/Landing	1 Landing	41				

<sup>\*</sup> Optional Rock

Required JAW RUN BALLAST TOTAL  $\underline{948}$  Cubic Yards Optional JAW RUN BALLAST TOTAL  $\underline{1,141}$  Cubic Yards

# ROCK LIST (Page 3 of 4)

# **SURFACE**

	From	То	Rock	Compacted Rock	C.Y./	# of	C.Y.	Rock		Turnout	
Road Number	Station	Station	Slope	Depth (inches)	Station	Stations	Subtotal	Source	Length (feet)	Width (feet)	Taper (feet)
			K2	B2					L	Н	T
					1 1/2-INCH M			<b>\{</b>			
W-1200	109+16	155+86	SPOT ROCK				140	W-1200 Pit			
W-1280	0+00	44+04	SPO	SPOT ROCK			130	00 F			
STOCKPILE	_	30 on 1201					2,004	it			
					2 1/2-INCH MINUS		W-12				
* W-1280C	0+00	10+41	SP(	OT ROCK			230	W-1201 Stockpile			

<sup>\*</sup> Optional Rock

Required 1 1/2 -INCH MINUS CRUSHED TOTAL 2,274 Cubic Yards Optional 2 1/2 -INCH MINUS CRUSHED TOTAL 230 Cubic Yards

# ROCK LIST (Page 4 of 4)

# **RIP-RAP**

Road Number	From Station	To Station	Rock Slope K1	Compacted Rock Depth B1	C.Y./ Station	# of Stations	C.Y. Total	Rock Source
					LIGHT	LOOSE RIPRAP		W-1200 Pit and Rock found during excavation on road Construction and Reconstruction
Culvert head	wall and en	ergy dissipa	tors	_				
W-1200 Culvert							2.5	
W-1200A Culvert							1.0	
W-1200C Culvert							1.0	
W-1280A Culvert							1.0	
W-1280C Culverts							3.5	
W-1280 Block Trail	1+	95			HEAVY L	OOSE RIPRAP 	90.0	

LIGHT LOOSE RIPRAP TOTAL <u>9.0</u> Cubic Yards HEAVY LOOSE RIPRAP TOTAL <u>90.0</u> Cubic Yards

# **CULVERT LIST**

Road		<u>Culvert</u>			Armo	ring (Cub	ic Yards)	Backfill	Bedding	<u>Culvert</u>	
<u>Number</u>	Location	<u>Dia.</u> (inches)	<u>Length</u> (feet)	<u>Type</u>	<u>Inlet</u>	<u>Outlet</u>	<u>Type</u>	<u>Material</u>	<u>Material</u>	Marker (Y/N)	<u>Remarks</u>
W-1200	134+10	18	40	XX	0.5	2.0	LL	NT	NT	Υ	Cross drain
W-1200A	0+10	18	50	XX	0.5	0.5	LL	NT	NT	Ν	Cross drain, in existing ditchline
W-1200C	0+15	18	50	XX	0.5	0.5	LL	NT	NT	N	Cross drain, in existing ditchline
W-1280A	1+49	-	-	-	-	-	-	-	-	-	Ditchout left
	3+31	18	30	XX	0.5	0.5	LL	NT	NT	Υ	Cross drain, Excavate leadoff ditch @ outlet
W-1280C	2+61	18	36	XX	0.5	2.0	LL	NT	NT	Υ	Cross drain
	7+90	-	-	-	-	-	-	-	-	-	Ditchout left
	9+41	18	40	XX	0.5	0.5	LL	NT	NT	Υ	Cross drain, no skew

Key:

CR - Crushed Rock - 1 1/4 " minus

NT - Native (bank run)

SR - Shot Rock
SPR - Select Pit Run
LL - Light Loose Riprap
HL - Heavy Loose Riprap
GM - Galvanized Metal

PS - Polyethlene Pipe Single Wall
PD - Polyethlene Pipe Dual Wall

AM - Aluminized Metal

XX - PD or GM

PSDS - Polyethlene Pipe Single Wall Full Round Pipe

GMDS - Galvanized Metal Full Round Pipe

PSFL - Polyethlene Pipe Single Wall Half Round Pipe

GMFL - Galvanized Metal Half Round Pipe

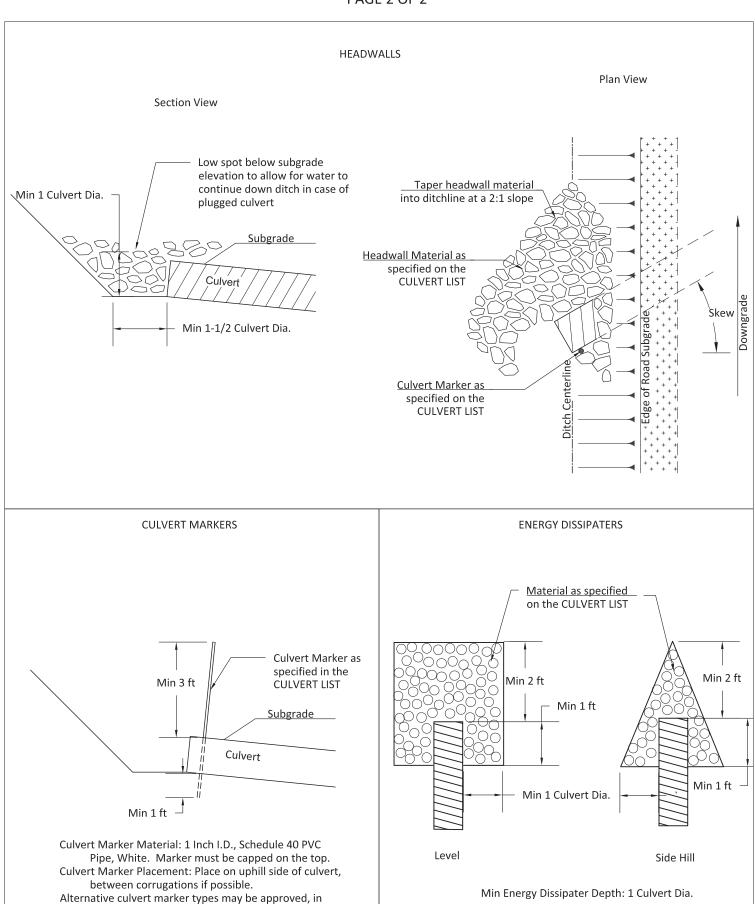
# **COMPACTION LIST**

Road	From Station	To Station	Type	Max Depth Per Lift (inches)	Equipment Type	Equipment Weight (lbs)	Minimum Number of Passes	Maximum Operating Speed (mph)
All Waste Areas	All	All	Waste Area	12	Excavation	28,000	3	
All roads	All	All	Embankment	12	Excavation	28,000	4	
All roads	All	All	Subgrade	12	Vibratory Smooth Drum	20,000	4	5
All roads	All	All	Jaw Run	12	Vibratory Grid	20,000	4	5
All roads	All	All	Crushed Rock	6	Vibratory Smooth Drum	20,000	4	5

# CULVERT AND DRAINAGE SPECIFICATION DETAIL PAGE 1 OF 2

## INSTALLATION REQUIREMENTS: **CROSS SECTION** 1. Proper preparation of foundation and placement of any required bedding material shall precede the installation of all culverts. This includes necessary leveling of the native trench bottom and compaction of Backfill Material required bedding material to form a uniform, dense, unyielding base. as specified on The pipe must be uniformly supported along the barrel. the CULVERT LIST Backfill material shall be compacted under the culvert haunches, around the sides, and above the culvert in accordance with the COMPACTION LIST. **Bedding Material** as specified on ALL DRAWINGS ARE NOT TO SCALE Min 6 in the CULVERT LIST **CULVERT PROFILE (TYPICAL)** Normal Backslope Minimum height of cover as specified in the Road Plan Backfill Material as specified Additional backslope Subgrade on the CULVERT LIST cut to allow for catch basin **Energy Dissipater** as specified on the Lower ditchline to **ROCK LIST** Catch Basin accommodate diameter of Min 1.5 Culvert Dia. Stable Ground culvert Bedding Material as specified on the CULVERT LIST **CULVERT WITH DOWNSPOUT OPTION 1** Min 5 ft Double walled Single walled polyethylene culvert Coupling polyethylene (Buried) downspout **CULVERT WITH DOWNSPOUT OPTION 2 Turner Elbow** (See Detail) **SUPPORT STAKES TURNER ELBOW** Max 10 ft **Culvert Diameter** Min 1 culvert dia. Culvert **Support Stakes** Min 1 ft (See Detail) Downspour Stake Material: T-post with rust protection coating. Bolted with $\frac{5}{8}$ " galvanized Connections: Bolt support stakes to the culvert bolts and washers (both with $\frac{5}{8}$ " u-bolts, with washers on both sides) the inside and outside of the culvert. Alternative staking methods may be approved, Downspout must be 6 inches larger in in writing, by the Contract Administrator. diameter than the culvert.

# CULVERT AND DRAINAGE SPECIFICATION DETAIL PAGE 2 OF 2



writing, by the Contract Administrator.

# FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS Page 1 of 2

# **Cuts and Fills**

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

# Surface

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

# Drainage

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

UPPER LEFT SORTS 30-104159 May 31, 2023 Page 34 of 47

# FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS Page 2 of 2

# **Preventative Maintenance**

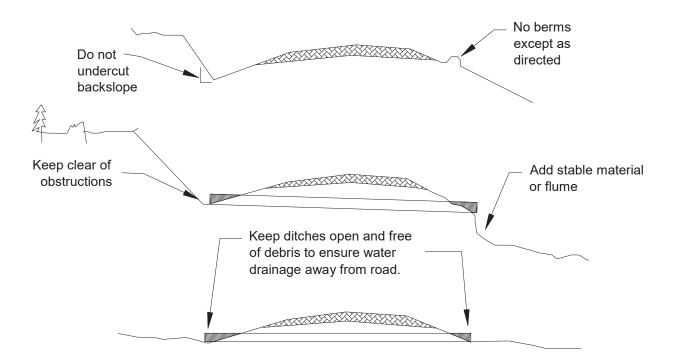
 Perform preventative maintenance work to safeguard against storm damage, such as blading to ensure correct runoff, ditch and culvert cleaning, and waterbar maintenance.

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

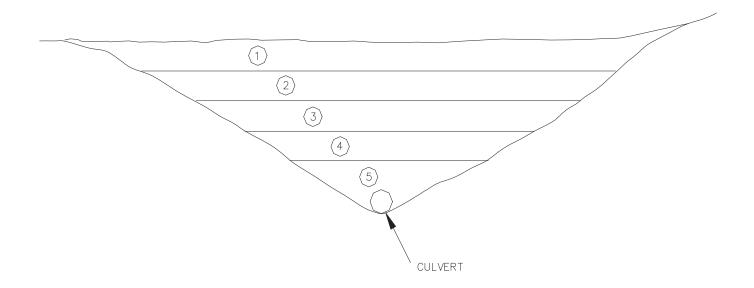
At the conclusion of logging operations, ensure all conditions of these specifications have been met.

# **Debris**

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

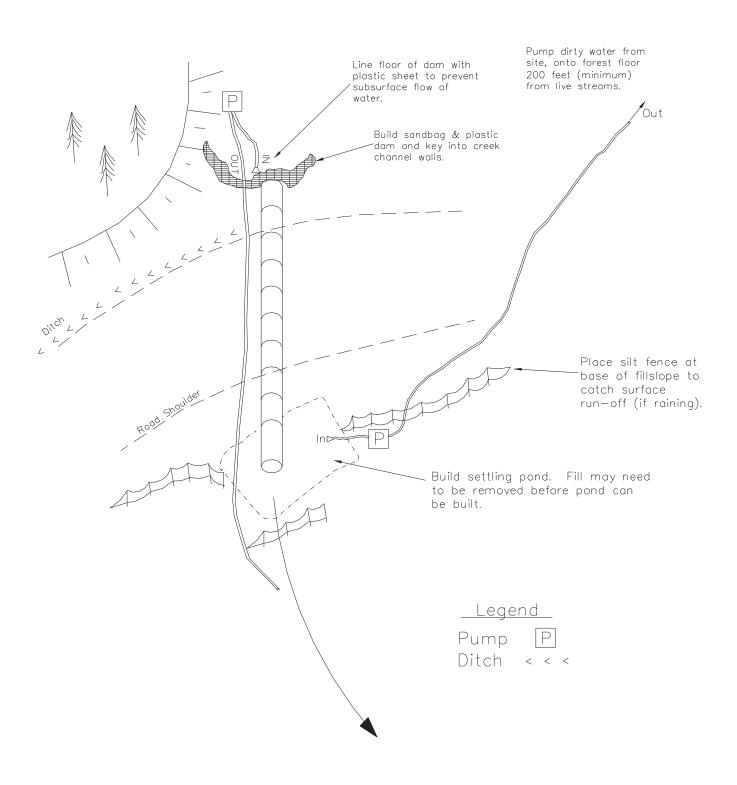


# FILL REMOVAL DETAIL

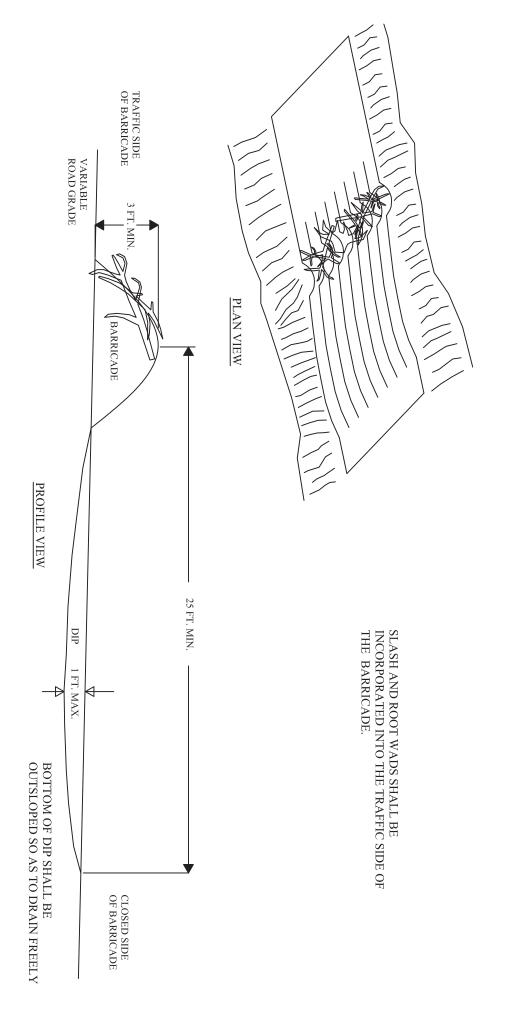


- Remove fill in layers not to exceed 3 feet.

# SETTLING POND AND PUMP DETAIL



# EARTHEN BARRICADE DETAIL



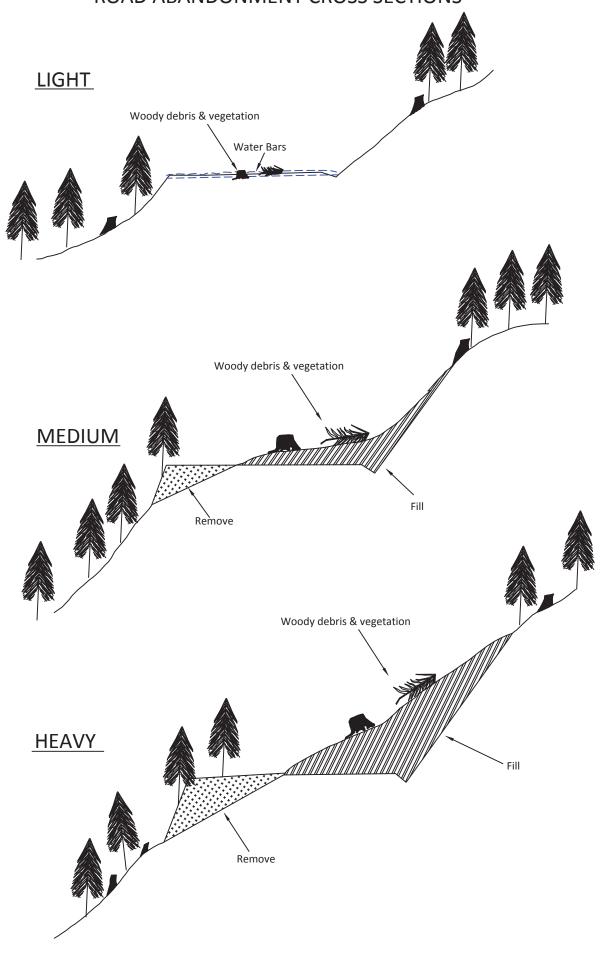
**UPPER LEFT SORTS** 

30-104159

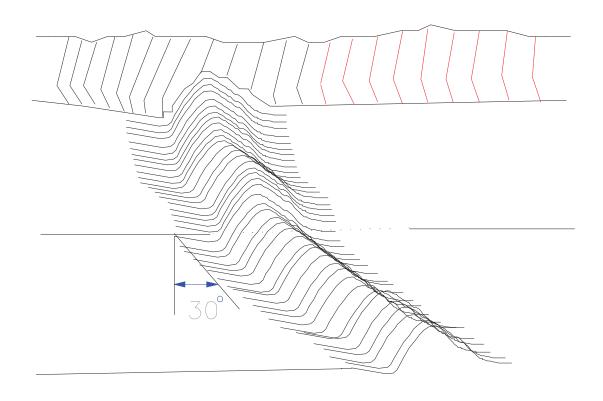
May 31, 2023

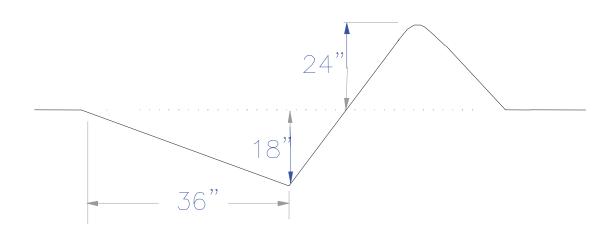
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# ROAD ABANDONMENT CROSS SECTIONS



# NON-DRIVABLE WATER BAR DETAIL





# ROCK ACCOUNTABILITY DETAIL

SALE NAI	ME:			Purchaser:			
Agreement	#:			Contractor:			
Rock Quar	ry/Pit:			Truck No:			
		DAILY RC	OCK LOAD RECO	)RD			
DATE	LOAD TIME	ROAD NO.	TYPE OF ROCK	QUANTITY	COMMENTS		
	11112			QUILLIII			
				,			
		Truck Driver Sign	atureSIGN	NATURE	DATE		

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# **Rock Crushing Compliance Procedure**

# **Phase I. Equipment Adjustment**

- Step 1: At start up of crushing operations, the contractor will notify the contract administrator when the rock meets the gradation specifications in the contract. None of the rock crushed during this calibration period will be counted toward the amount required to be crushed, and this rock must be kept separate from accepted rock crushed later.
- Step 2: The contract administrator and the contractor will test the rock. Two samples will be taken. If the rock meets specifications, crushing may begin. If the rock does not meet specifications, return to Step 1.

# Phase II. Production

- Step 3: The contract administrator and the contractor will continue periodic testing to ensure that rock stays in spec. Testing will take place according to the following schedule:
  - After the first 500 yards
  - After every 1,000 yards thereafter
  - a) Any time a sample is out of spec, but is within 5%\*, the contractor will be notified and a second sample will be taken later in the day. If the second sample meets specifications, the rock crushed during that day will be accepted. If the second sample also fails to meet spec, none of the rock crushed since the last acceptable test will be counted toward the amount to be crushed.
  - b) Any time a sample is out of spec and is more than 5% off in any category, none of the rock crushed since the last acceptable test will be accepted and that rock must be kept separate from the stockpile. Return to Step 1.
  - c) Contractors are strongly encouraged to take their own samples regularly and keep their operations in spec to avoid unnecessary expenses.
    - \* The 5% will be applied only to sieve specs for 2" to ½"; rock that is out of spec in larger sizes must be kept separate from the acceptable rock.

# STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES PACIFIC CASCADE REGION

# INFORMATIONAL BLASTING PLAN

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

M-126PAC (03/04)

# INFORMATIONAL BLASTING PLAN Page 2 of 3

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

# INFORMATIONAL BLASTING PLAN Page 3 of 3

22.	Detail drawing of delay system (show hole pattern and delays in milliseconds) required:	. Attach additional sheets if
23.	Typical cross-section of hole (show primer, main charge, sub drill, and stemm	ing):
22.0	Submitted by:	Dotos
	Submitted by:	
	Received by:	Date:
	e: Attach copies of manufacturer=s data sheet(s) for explosive and caps.	
M-1	26PAC (03/04)	

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# STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES PACIFIC CASCADE REGION

### ROCK SOURCE DEVELOPMENT PLAN

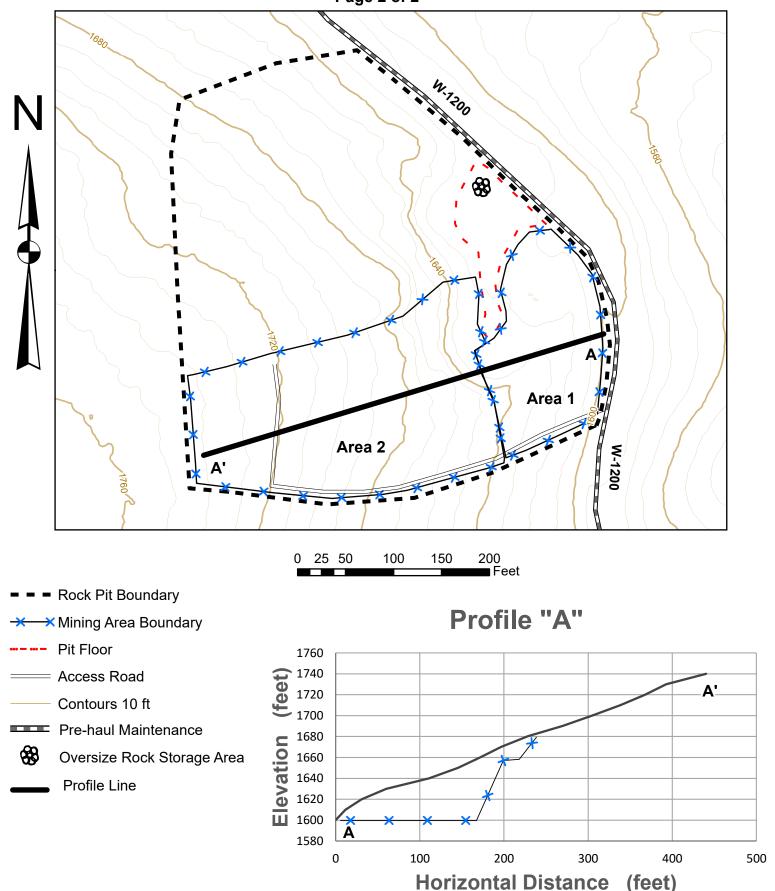
W-1200 Pit – NW¼ Section 31, Township 03 North, Range 05 East, W.M. (Page 1 of 2)

- 1. Development shall take place in mining area as indicated on the Pit Development Plan Maps for the W-1200 Pit. Mining shall begin in Area 1 and progress to Area 2. Mining in Area 2 shall only begin when all the rock in Area 1 is developed to the existing pit floor elevation.
- 2. All vegetation including stumps shall be cleared a minimum of 25 feet beyond the top of all working faces. Trees shall be cleared to a minimum of 34 of the height of the tallest tree adjacent to the pit. The Contractor shall maintain a minimum of 15 foot wide area stripped to rock from the pit face at all times. All Clearing shall be approved in writing by the Contract Administrator prior to overburden removal.
- 3. Overburden from the W-1200 Pit shall be end hauled to the waste area at Station 8+20 on the W-1201 road. All waste material shall be compacted. Minimal acceptable compaction is achieved by placing waste material in 1 foot or shallower lifts and routing excavation equipment over entire width of the lifts. All Overburden removal shall be approved in writing by the Contract Administrator prior to any drilling operation and or rock extraction.
- 4. Root wads and organic debris larger than one cubic foot in volume shall be separated from overburden material and piled in the designated Waste Area.
- 5. The Operator shall submit an informational drilling and shooting plan to the Contract Administrator 5 working days prior to any drilling. (Form #M-126PAC)
- 6. Drilling may begin when the Contract Administrator has approved, in writing, all of the Clearing, Grubbing and Overburden removal. Contractor shall block access roads and trails before blasting operations.
- 7. Pit faces shall not exceed 30 feet in height. All pit faces shall be sloped no steeper than 1/4:1.
- 8. Working bench width shall be a minimum of 20 feet.
- 9. The pit floor shall have continuity of slope and be left in a smooth and neat condition, providing drainage at a minimum of 2 percent. All knobs, bumps, or extrusions shall be removed to the designated floor level by excavation or drill and shoot techniques. The installation of a culvert may be necessary to drain water from the pit floor in locations where the pit floor is adjacent to a road. The location of the culvert shall be subject to approval of the Contract Administrator. No sediment shall enter live water.
- 10. The location and amount of material to be placed in a temporary stockpile are subject to approval of the Contract Administrator. All stock piled material shall be maintained in a neat and useable condition.
- 11. Oversize material remaining in the rock source at the conclusion of use shall not exceed 5 percent of the total volume mined during that operation. Oversize material is defined as rock fragments larger than two feet in any direction and not larger than two cubic yards in volume. At the conclusion of operations, all remaining oversize material shall be placed at the location shown on the Pit Development Plan Map and as directed by the Contract Administrator in a location outside of the future development.
- 12. At the end of operations, pit faces and walls shall be scaled and cleared of loose and overhanging material and shall not be undermined or over steepened; benches shall have safety berms constructed or access blocked to highway vehicles. Access roads/trails shall have Non-driveable waterbars constructed in accordance with the NON-DRIVEABLE WATER BAR DETAIL as directed by the Contract Administrator. Upon completion of operations in the pit, the area will be left in a condition that will not endanger public safety, damage property, or be hazardous to human life.
- 13. All exposed soil in the waste area, access roads, and exposed banks shall be grass seeded in accordance with Road Plan Clauses 8-15 and 8-25.
- 14. All operations shall be carried out in compliance with all regulations of:
  - a. Regulations and Standards Applicable to Metal and Nonmetal Mining and Milling Operations@ (30 CFR) U.S. Department of Labor, Mine Safety and Health Administration.
  - b. "Safety Standards for Construction Work" (296-155 WAC), Washington Department of Labor and Industries.
- 15. The Operator shall submit an informational drilling and shooting report to the Contract Administrator after blasting has occurred. (Form #M-126PAC)
- 16. The pit area shall be worked and left in a condition that future operations may proceed in an orderly manner. Upon completion of operations, the site shall be cleared of all temporary structures/equipment and rubbish, access roads shall be blocked with riprap at locations as directed by the Contract Administrator, and shall be left in a neat and presentable condition. At the completion of rock source operations, Contractor shall ask Contract Administrator for written approval of final rock source condition and compliance with the terms of this plan.

UPPER LEFT SORTS 30-104159 May 31, 2023 Page 46 of 47

W-1200 PIT NW1/4 Sec. 31, T03N, R05E, W.M.

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**UPPER LEFT SORTS** 

30-104159

May 31, 2023

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# **SUMMARY - Road Development Costs**

REGION: Pacific Cascade

DISTRICT: Yacolt

SALE/PROJECT NAME: Upper Left Sorts AGREEMENT #: 30-104159

ROAD NUMBERS:		W-1200A, W-1200C, W-1280A, & W-1280C1	W-1280C	W-1200, & W-1280
ROAD STANDARD:		Construction	Reconstruction	Maintenance
NUMBER OF STATIONS:		21.61	10.41	90.74
CLEARING & GRUBBING, EXCAVATION AND FILL, MISC.:		\$9,902.40	\$2,633.70	\$7,068.48
ROAD ROCK:	Optional: Required:		\$14,293.55 \$0.00	\$0.00 \$6,016.34
	Total:	\$21,389.91	\$14,293.55	\$6,016.34
STOCKPILE/PIT DEVELOPMENT:		\$0.00	\$0.00	\$31,823.52
CULVERTS AND FLUMES	:	\$3,224.04	\$1,905.36	\$1,001.18
STRUCTURES:		\$0.00	\$0.00	\$0.00
DUST ABATEMENT		\$0.00	\$0.00	\$0.00
MOBILIZATION:		\$2,786.89	\$1,504.92	\$1,281.97
TOTAL COSTS:		\$37,303.24	\$20,337.53	\$47,191.49
COST PER STATION:		\$1,726	\$1,954	\$520
ROAD DEACTIVATION & ABANDONMENT COSTS:		\$1,588.99	\$0.00	\$2,290.20
Profit and Risk costs are ac	NSE =	\$10,871.15 \$119,582.60 \$94,788.09 2,574 \$46.46 \$36.83		
Compiled by:	: David St	one	Date: _	May 31, 2023

Sale:	Upper Left So	rts			_		Road:	W-1200		
Required Pre-Haul Maintenance-	46+70 0.88	stations miles	Required Reco	onstruction ·	0.00	stations miles	Required Construction -	0.00	stations miles	
Required Abandonment-	0.00	stations miles	Optional Reco	nstruction -	0.00	stations miles	Optional Construction -	0.00	stations miles	
PRE-HAUL MAIN	ΓENANCE						-			
CLEARING										
<b>EXCAVATION</b> Excavate ditchline and scatter	material/ clean d	litch -			46.70	stations @	\$19.95	per station	\$931.67	
MISC. Grade and shape existing road Roll shaped road surface w/ v Construct landing - Grass seed -		or to rocking -			46.70 46.70 1 11.2	stations @ stations @ @ lbs @	\$27.10 \$14.40 \$185.50 \$9.00	per station per station each per lb	\$1,265.57 \$672.48 \$185.50 \$100.80	
ENDHAUL						TOTAL CLEA	ADING COURRING	E FYCAVATIO	N, FILL, and MISC.	\$3,156.02
RECONSTRUCTIO	ARI					TOTAL CLLA	KKING, GKODDING	, LACAVATIO	N, I ILL, and MISC.	\$3,130.02
RECONSTRUCTIO	/IN					TOTAL CLEA	LDTALC COLUDDIALC	- FVCAVATIO	AL ETHE LANGE	+0.00
						TOTAL CLEA	ARING, GRUBBING	, EXCAVATIO	N, FILL, and MISC.	\$0.00
CONSTRUCTION										
CULVERTS - MAT	ERIALS &					TOTAL CLEA	AKING, GKUBBING	, EXCAVATIO	N, FILL, and MISC.	\$0.00
		Culverts & Ban 40 0 0 0 0	<u>ds</u>	LF of 18" LF of 30" LF of 42" LF of 54" LF of 66"	\$0.00 \$0.00 \$0.00	w/gasket-bevel	0 0 0 0	LF of 24" LF of 36" LF of 48" LF of 60" LF of 72"	\$0.00 \$0.00 w/bevel \$0.00 \$0.00 \$0.00 \$0.00	
		Half Rounds 0 0 Culvert Stakes 0	<u>&amp; Markers</u> stakes	LF of 24" LF of 36"			0	LF of 30" LF of 42"		
		1	markers		\$11.00 \$11.00				TOTAL CULVERTS	\$1,001.18
ROCK 109+16 to 155+86 Spot Rock Landing from W-1280 stockpil Energy Dissipator/Headwall -	le	140 41 2.5	cy. of		1 1/2" Minus 3" Jaw Run Riprap LL	@ @ @	\$18.12 \$5.72 \$18.85		\$2,536.80 \$234.52 \$47.13 TOTAL ROCK	\$2,818.45
ADDITIONAL REC	QUIREMEN	ITS								
4.D.4.N.D.6.N.4.E.N.T.							IOIA	AL ADDITIONA	AL REQUIREMENTS	\$0.00
ABANDONMENT								TOTA	AL ABANDONMENT	\$0.00
Required Pre-Haul Maintenance-	\$6,975.65		Required Reco	onstruction ·	- \$0.00				SUBTOTAL	\$6,975.65
Required Abandonment-	\$0.00		Optional Reco	nstruction -	\$0.00					
Required Construction -	\$0.00		Optional Con	struction -	\$0.00				TOTAL	\$6,975.65
								<b>CO</b> 1	ST DED STATION	¢1/0 37

Sale:	Upper Left So	orts		_	01 110/15	Road:	W-1281 Lan W-1280	dings &	
Required Pre-Haul Maintenance-	44+04 0.83	stations miles	Required Reconstruction	- 0.00	stations miles	Required Construction -	0.00	stations miles	
Required Abandonment-	0.00	stations miles	Optional Reconstruction	0.00	stations miles	Optional Construction -	0.00	stations miles	
PRE-HAUL MAIN	TENANCE								
CLEARING									
<b>EXCAVATION</b> Excavate ditchline and scatte	r material/ clean	ditch - 0+0	0 to 44+04	44.04	stations @	\$19.95	per station	\$878.60	
MISC. Grade and shape existing roa Roll shaped road surface w/ v Construct landings - Grass seed -		ior to rockii	ng -	44.04 44.04 3.00 12.3	stations @ stations @ @ lbs @	\$27.10 \$14.40 \$185.50 \$9.00	per station each	\$1,193.48 \$634.18 \$556.50 \$110.70	
ENDHAUL					ΤΟΤΔΙ (ΙΕΔΙ	RING GRUBBING	FYCAVATION	I, FILL, and MISC.	\$3,912.46
RECONSTRUCTIO	N				TOTAL CLLA	MING, GRODDING	, LXCAVATION	, FILL, and MISC.	<b>\$3,312.40</b>
RECONSTRUCTE					TOTAL CLEAF	RING. GRUBBING	. EXCAVATION	I, FILL, and MISC.	\$0.00
CONSTRUCTION						,	,	, , , , , , , , , , , , , , , , , , , ,	
					TOTAL CLEAF	RING. GRUBBING	. EXCAVATION	I, FILL, and MISC.	\$0.00
CULVERTS - MAT	ERIALS &	INSTA	LLATION			,	,	,, ,	*****
		Culverts 0	LF of 18			0		\$0.00	
		0 0 0	LF of 42	90.00		0 0 0	LF of 48"	\$0.00 \$0.00 \$0.00	
		0				0			
		Half Round 0 0	LF of 24			0		\$0.00 \$0.00	
			akes & Markers	\$0.00		U	LF 01 42	\$0.00	
			stakes markers	\$0.00 \$0.00				TOTAL CULVERTS	<b>#0.00</b>
ROCK				\$0.00				TOTAL CULVERTS	\$0.00
Block Trail @ 1+95 ABA 0+00 to 44+04 Spot Rock Landing from W-1281C stock W-1281 Landings from W-12	pile	90 130 41 82	cy. of cy. of	Riprap HL 1 1/2" Minus 3" Jaw Run 3" Jaw Run	0 0 0	\$19.02 \$19.02 \$6.03 \$5.83	per c.y.= per c.y.=	\$1,711.80 \$2,472.60 \$247.23 \$478.06 TOTAL ROCK	\$4,909.69
ADDITIONAL REC	QUIREMEN	ITS				TOT *	LADDITIONA	DECHIDEMENTS	40.00
ABANDONMENT						IOIA	IL ADDI HUNA	L REQUIREMENTS	\$0.00
Construct Earthen Barricade Grass seed - trail -	- trail @ 1+95 -			3 1.6	@ lbs @	\$188.00 \$9.00		\$564.00 \$14.40	
		-					TOTA	L ABANDONMENT	\$578.40
Required Pre-Haul Maintenance-	\$7,110.35	]	Required Reconstruction	- \$0.00				SUBTOTAL	\$9,400.55
Required Abandonment-	\$2,290.20	]	Optional Reconstruction	- \$0.00				JUDITAL	<del>φ2,400.</del> 23
Required Construction -	\$0.00	]	Optional Construction -	\$0.00					
	-	-	22.200.1	•				TOTAL	\$9,400.55
							cos	T PER STATION	\$213.45

Sale:	Upper Left Sorts			Road:	W-1200A		
Required Pre-Haul Maintenance-	stations niles Required Reconstruction -		tations niles	Required Construction -	2+19 stations miles		
Required Abandonment-	2+19 stations niles Optional Reconstruction -		tations niles	Optional Construction -	0+00 stations 0.00 miles		
PRE-HAUL MAIN	TENANCE						
			TOTAL CLEAR	RING, GRUBBING	, EXCAVATION, FILL, a	nd MISC.	\$0.00
RECONSTRUCTIO	JN		TOTAL CLEAN	OTNIC COLUDDING	EVCAVATION ETH -	I MICC	***
CONSTRUCTION			TOTAL CLEAR	RING, GRUBBING	, EXCAVATION, FILL, a	na Misc.	\$0.00
CLEARING/GRUBBING Scattering Organic Debris Remove large stumps -		0.25 4	acres @ @	\$1,010.00 \$117.00		\$252.50 \$468.00	
<b>EXCAVATION</b> Road Construction Earthwork Grade and shape subgrade -	c - includes embankment	2.19 2.19	sta. @ stations @	\$134.00 \$22.55	per sta. = per station	\$293.46 \$49.38	
FILL							
MISC. Roll subgrade w/ vibratory ro Construct landings - Grass seed -	oller prior to rocking -	2.19 1 4.1	stations @ @ lbs @	\$18.00 \$185.50 \$9.00	per station each per lbs	\$39.42 \$185.50 \$36.90	
ENDHAUL			TOTAL CLEAF	RING, GRUBBING	, EXCAVATION, FILL, a	nd MISC.	\$1,625.16
CULVERTS - MAT	TERIALS & INSTALLATION						
	<u>Culverts</u> 50 LF of 18" 0 LF of 30"	\$1,232.68 \$0.00		0	LF of 24" LF of 36"	\$0.00 \$0.00	
	0 LF of 42" 0 LF of 54" 0 LF of 66"	\$0.00 \$0.00 \$0.00 \$1,232.68		0 0 0	LF of 48" LF of 60" LF of 72"	\$0.00 \$0.00 \$0.00 \$0.00	
	Half Rounds 0 LF of 24" 0 LF of 36"	\$0.00 \$0.00 \$0.00		0	LF of 30" LF of 42"	\$0.00 \$0.00 \$0.00	
	Culvert Stakes & Markers 0 stakes 0 markers	\$0.00 \$0.00 \$0.00			TOTAL C	ULVERTS	\$1,232.68
ROCK							
Energy Dissipator/Headwall - 0+00 to 2+19 from W-1280		Riprap LL 3" Jaw Run	@ @	\$18.48 \$7.63		\$18.48 1,175.02 AL ROCK	\$1,193.50
ADDITIONAL REC	QUIREMENTS			ТОТА	L ADDITIONAL REQUIF	REMENTS	\$0.00
ABANDONMENT Construct waterbar - Construct Earthen Barricade	-	2 1	@ @	\$98.00 \$188.00	each	\$196.00 \$188.00	
Rip roadway - Grass seed -		2.19 6.0	stations @ lbs @	\$35.60 \$9.00	per station per lbs	\$77.96 \$54.00	
Remove culvert - Remove culverts from state I Scatter woody debris -	lands -	0.5 1 0.5	hours @ @ hours @	\$178.00 \$100.00 \$178.00	per hour each per hour TOTAL ABAND	\$89.00 \$100.00 \$89.00 ONMENT	\$793.96
Required Pre-Haul Maintenance-	\$0.00 Required Reconstruction -	\$4,051.34			SI	UBTOTAL	\$4,845.30
Required Abandonment-	\$793.96 Optional Reconstruction -	\$0.00					
Required Construction -	\$0.00 Optional Construction -	\$0.00				TOTAL	\$4,845.30
					COST PER S		\$2,212.47

Sale:	Upper Left S	orts		_		Road:	W-1200C		
Optional		7 I	Required			Required			
Pre-Haul Maintenance-	0.00	stations miles	Reconstruction		stations miles	Construction -	2+22 0.04	stations miles	
Required Abandonment-	2+22 0.04	stations miles	Optional Reconstruction	-	stations miles	Optional Construction -	0+00 0.00	stations miles	
PRE-HAUL MAIN	TENANCE								
					TOTAL CLEA	ARING, GRUBBING	i, excavation	N, FILL, and MISC.	\$0.00
RECONSTRUCTIO	ON								
CONCEDUCATION					TOTAL CLEA	ARING, GRUBBING	i, excavation	N, FILL, and MISC.	\$0.00
CONSTRUCTION									
<b>CLEARING/GRUBBING</b> Scattering Organic Debris Remove large stumps -				0.25 2	acres @ @	\$1,010.00 \$117.00	per acre each	\$252.50 \$234.00	
<b>EXCAVATION</b> Road Construction Earthwork Grade and shape subgrade -	- includes emba	ınkment work		2.22 2.22	sta. @ stations @	\$134.00 \$22.55	per sta. = per station	\$297.48 \$50.06	
FILL									
MISC. Roll subgrade w/ vibratory ro Construct landing - Grass seed -	ller prior to rocki	ing -		2.22 1 4.1	stations @ @ Ibs @	\$18.00 \$185.50 \$9.00	per station each per lbs	\$39.96 \$185.50 \$36.90	
ENDHAUL					TOTAL CLEA	DINC CHIPPING	· EVCAVATION	L ETLL and MICC	¢1 006 40
CULVERTS - MAT	LEDIVI & 8	. TNCTA	LLATION		TOTAL CLEA	KING, GRUDDING	i, EXCAVATION	N, FILL, and MISC.	\$1,096.40
COLVERIS - MA	ILNIALS 6	Culverts		" #1 222 CO		0	1 F of 24"	<b>#0.00</b>	
		50 0	LF of 18 LF of 30	\$0.00		0	LF of 24" LF of 36"	\$0.00 \$0.00	
		0	LF of 42 LF of 54	\$0.00		0	LF of 48" LF of 60"	\$0.00 \$0.00	
		0	LF of 66	"\$0.00 \$1,232.68		0	LF of 72"	\$0.00 \$0.00	
		Half Round 0	LF of 24			0	LF of 30"	\$0.00	
		0	LF of 36	" <u>\$0.00</u> \$0.00		0	LF of 42"	\$0.00 \$0.00	
			kes & Markers stakes	\$0.00					
		0	markers	\$0.00 \$0.00				TOTAL CULVERTS	\$1,232.68
ROCK									
Energy Dissipator/Headwall - 0+00 to 2+22 from W-12810		1.0 160	cy. of cy. of	Riprap LL 3" Jaw Run	@ @	\$19.98 \$8.57	per c.y.= per c.y.=	\$19.98 \$1,371.20	
								TOTAL ROCK	\$1,391.18
ABANDONMENT									
Construct waterbar - Construct Earthen Barricade	_			2	@ @	\$98.00 \$188.00	each each	\$196.00 \$188.00	
Rip roadway - Grass seed -				2.22 6.0	stations @ lbs @	\$35.60 \$9.00	per station per lbs	\$79.03 \$54.00	
Remove culvert -				0.5	hours @	\$178.00	per hour	\$89.00	
Remove culvert from state la Scatter woody debris -	nas -			1 0.5	@ hours @	\$100.00 \$178.00	each per hour	\$100.00 \$89.00 L ABANDONMENT	\$795.03
Optional		_	Required				IOIA	L ADAINDOINMENT	<b>\$795.03</b>
Pre-Haul Maintenance-	\$0.00		Reconstruction	\$3,720.26				SUBTOTAL	\$4,515.29
Required Abandonment-	\$795.03		Optional Reconstruction	\$0.00					
Required Construction -	\$0.00		Optional Construction -	\$0.00					
	Ψ0.00	_1	- CO. ISCI UCUOIT	φυ.υυ				TOTAL	\$4,515.29
							cos	T PER STATION	\$2,033.91

Required	Sale:	Upper Left So	orts		_		Road:	W-1280A		
Required Abandonment	•	0.00		-						
TOTAL CLEARING, GRUBBING, EXCAVATION, FILL, and MISC.   \$0.00	Required Abandonment-				-					
CONSTRUCTION	PRE-HAUL MAIN	TENANCE								
CONSTRUCTION   CLEARING, GRUBBING, EXCAVATION, FILL, and MISC.   S10.00	RECONSTRUCTIO	N				TOTAL CLEA	RING, GRUBBING	i, EXCAVATION	N, FILL, and MISC.	\$0.00
CLEARING/GRUBBING   Satisfungs   Satisfung		<b></b>				TOTAL CLEA	RING, GRUBBING	, EXCAVATION	N, FILL, and MISC.	\$0.00
Sattering Organic Debris Remove large status -   4   6   \$1,010.00   per arc   \$929.20   Per Remove large status -   4   6   \$1174.78   per stat   \$1,406.98   Per Age	CONSTRUCTION									
Road Construction Earthwork   S.05   state   S.174-78   per state   S.14.06-58   S.100   construct distributions   S.05   Stations   S.05   S.22.55   per station   S.10.10	Scattering Organic Debris									
MISC. Roll subgrade w/ vibratory roller prior to rocking -	Road Construction Earthwork Construct ditchouts -				1	@	\$91.00	each	\$91.00	
Roll subgrade w/ whratory roller prior to rocking - Construct turnor   1	FILL									
TOTAL CLEARING, GRUBBING, EXCAVATION, FILL, and MISC.  \$3,639.41  CULVERTS - MATERIALS & INSTALLATION    Culverts & Bands	Roll subgrade w/ vibratory ro Construct turnout - Construct landing -	ller prior to rocki	ng -		1 1	@	\$91.00 \$185.50	each each	\$91.00 \$185.50	
Culverts - MATERIALS & INSTALLATION   Culverts & Bands   30	ENDHAUL					TOTAL CLEAR	DINC CDURRING	EVCAVATION	L ETILL and MISC	¢2 620 <i>4</i> 1
Culvert Stakes & Bands   Culverts & Bands   Culverts & Bands   Culverts Stakes & Bands   Culvert Stakes & Bands	CHIVERTS MAT	EDTALCO	TNCTA	LLATION		TOTAL CLLA	KING, GRODDING	, LACAVATIO	v, i ill, and misc.	\$3,039.41
0	CULVERIS - MAI	ERIALS &	Culverts &	Bands						
Half Rounds   O   LF of 24"   \$0.00   O   LF of 30"   \$0.00   O   LF of 42"   \$0.00   O   LF of 42"   \$0.00   O   LF of 42"   \$0.00   S0.00   O   LF of 42"   \$0.00   S0.00			0 0	LF of 30 LF of 42 LF of 54	\$0.00 " \$0.00 " \$0.00 " \$0.00		0 0 0	LF of 36" LF of 48" LF of 60"	\$0.00 \ \$0.00 \$0.00 \$0.00	w/bevel
\$0.00   \$0.0			0	LF of 24	\$0.00				\$0.00	
0   stakes   \$0.00   1   markers   \$11.00   TOTAL CULVERTS   \$758.68						_	0	LF of 42"		
Energy Dissipator/Headwall - culverts 0+00 to 8+05			0	stakes	\$11.00	-			TOTAL CULVERTS	\$758.68
DECOMMISSIONING  Required Pre-Haul Maintenance- \$0.00 Reconstruction - \$12,702.36 SUBTOTAL SUBTOTAL PRODUCTION SUBTOTAL PRODUC	Energy Dissipator/Headwall - 0+00 to 8+05		429	cy. of	3" Jaw Run	@	\$18.65	per c.y.=	\$8,000.85 \$283.72	\$8,304.27
Pre-Haul Maintenance- \$0.00 Required Reconstruction - \$12,702.36 SUBTOTAL \$12,702.36  Required Decommissioning- \$0.00 Reconstruction - \$0	ADDITIONAL REC	UIREMEN	ITS							
Required Pre-Haul Maintenance- \$0.00 Required Reconstruction - \$12,702.36 SUBTOTAL \$12,702.36  Required Decommissioning- \$0.00 Optional Reconstruction - \$0.00  Required Construction - \$0.00 Optional Construction - \$0.00 TOTAL \$12,702.36							ТОТА	L ADDITIONA	L REQUIREMENTS	\$0.00
Pre-Haul Maintenance- \$0.00 Reconstruction - \$12,702.36  Required Decommissioning- \$0.00 Optional Reconstruction - \$0.00  Required Construction - \$0.00 Optional Construction - \$0.00  TOTAL \$12,702.36	DECOMMISSION	ING						TOTA	L ABANDONMENT	\$0.00
Required Decommissioning-  Required Construction - \$0.00  Solution - \$0.00  Optional Reconstruction - \$0.00  Optional Construction - \$0.00  TOTAL \$12,702.36	•	\$0.00	]	•	- \$12,702.36	]			SUBTOTAL	\$12,702.36
Required Construction - \$0.00 Construction - \$0.00 TOTAL \$12,702.36	Required Decommissioning-	\$0.00		•	\$0.00					
	Required Construction -	\$0.00		•	\$0.00	]				
COSTERSIBILITY STATES								cos		

Sale:	Upper Left Sorts		_		Road:	W-1280C		
Required Pre-Haul Maintenance-	stations miles	Required Reconstruction -		stations miles	Required Construction -	0.00	stations miles	
Required Abandonment-	stations 0.00 miles	Optional Reconstruction -		stations miles	Optional Construction -	0.00	stations miles	
PRE-HAUL MAIN	TENANCE			TOTAL CLEA	RING, GRUBBING	G, EXCAVATION	N, FILL, and MISC.	\$0.00
RECONSTRUCTIO	N							
<b>CLEARING/GRUBBING</b> Scattering Organic Debris Remove large stumps -			0.36 2	acres @ @	\$1,010.00 \$117.00	per acre each	\$363.60 \$234.00	
<b>EXCAVATION</b> Reconstruct and Widen Road Construct ditchouts - Grade and shape subgrade -	Prism/with ditchline - includ	les embankment	10.41 1 10.41	stations @ @ stations @	\$106.51 \$91.00 \$22.55	per station each per station	\$1,108.77 \$91.00 \$234.75	
FILL				_	·		·	
MISC. Roll subgrade w/ vibratory ro Construct turnouts - Construct landing - Grass seed -	ller prior to rocking -		10.41 1 1 15.3	stations @ @ @ lbs @	\$18.00 \$91.00 \$185.50 \$9.00	per station each each per lbs	\$187.38 \$91.00 \$185.50 \$137.70	
ENDHAUL				TOTAL CLEA	RING, GRUBBING	G, EXCAVATION	N, FILL, and MISC.	\$2,633.70
CONSTRUCTION								
CULVERTS - MAT	EDIALS & TNSTA	ALL ATTON		TOTAL CLEA	KING, GRUBBING	i, EXCAVATIO	N, FILL, and MISC.	\$0.00
CULVERIS - MAI	Culverts 8	Bands	41 002 20		0	LE -£ 24!!	<b>#0.00</b>	
	76 C	LF of 30'	\$0.00		0 0 0	LF of 24" LF of 36" LF of 48"	\$0.00	
	0	LF of 54'	\$0.00		0	LF of 60" LF of 72"	\$0.00	
	Half Roun		\$1,883.36				\$0.00	
	0		\$0.00		0	LF of 30" LF of 42"		
		akes & Markers ) stakes	\$0.00				\$0.00	
	-	! markers	\$0.00 \$22.00 \$22.00				TOTAL CULVERTS	\$1,905.36
ROCK			•					. ,
0+00 to 10+41 Spot Rock fro Energy Dissipator/Headwall - 0+00 to		cy. of	2 1/2" Minus Riprap LL 3" Jaw Run	@ @ @	\$9.14 \$20.99 \$19.64	per c.y.=	\$2,102.20 \$73.47 \$12,117.88 TOTAL ROCK	<b>\$14,293.55</b>
ADDITIONAL REC	QUIREMENTS				TOTA	N ADDITIONA	L REQUIREMENTS	¢0.00
ABANDONMENT					1017	AL ADDITIONA	L REQUIREMENTS	\$0.00
ABANDONPIENT						TOTA	L ABANDONMENT	\$0.00
Required Pre-Haul Maintenance-	\$0.00	Required Reconstruction -	\$0.00				SUBTOTAL	\$18,832.61
Required Abandonment-	\$0.00	Optional Reconstruction -	\$18,832.61					
Required Construction -	\$0.00	Optional Construction -	\$0.00					
	<u>—</u>					-	TOTAL	\$18,832.61
						COS	ST PER STATION	\$1,809.09

Sale:	Upper Left S	orts		_		Road:	W-1280C1		
Required Pr Haul Maintenance-	0.00	stations miles	Required Reconstruction		stations miles	Required Construction -	0.00	stations miles	
Required Abandonment-	9+15 0.17	stations miles	Optional Reconstruction ·	0.00	stations miles	Optional Construction -	9+15 0.17	stations miles	
PRE-HAUL MAINTENA	NCE				TOTAL CLEA	ARING, GRUBBING	i, EXCAVATIOI	N, FILL, and MISC.	\$0.00
RECONSTRUCTION					TOTAL CLEA	ARING, GRUBBING	i, EXCAVATIOI	N, FILL, and MISC.	\$0.00
CONSTRUCTION									
CLEARING/GRUBBING Scattering Organic Debris Remove large stumps -				0.95 5	acres @ @	\$1,010.00 \$117.00	per acre each	\$959.50 \$585.00	
EXCAVATION - includes drift end Road Construction Earthwork - include Grade and shape subgrade -		rk		9.15 9.15	sta. @ stations @	\$134.00 \$22.55	per sta. = per station	\$1,226.10 \$206.33	
FILL									
MISC. Roll subgrade w/ vibratory roller prior Construct turnouts - Construct landing - Grass seed -	to rocking -			9.15 1 1 13.7	stations @ @ @ Ibs @	\$18.00 \$91.00 \$185.50 \$9.00	per station each each per lbs	\$164.70 \$91.00 \$185.50 \$123.30	
ENDHAUL - by trucking					TOTAL CLEA	APING CPURRING	: FYCAVATIO	N, FILL, and MISC.	\$3,541.43
CULVERTS - MATERIA	IS & INST	ΔΙΙΔΤΙ	ON		TOTAL CLLA	active, elcobolive	, EXCAVATION	v, rice, and misc.	<b>\$3,3 11.13</b>
GOLVERIO PIATEREA	.ES & 211317	Culverts 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	LF of 18 LF of 30 LF of 42 LF of 54 LF of 66 LF of 66	" \$0.00 " \$0.00 " \$0.00 " \$0.00 " \$0.00	w/gasket-beve	0 0 0 0 0	LF of 24" LF of 36" LF of 48" LF of 60" LF of 72" LF of 30"	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	w/gasket-bevel
		0	stakes & Markers stakes markers	\$0.00 \$0.00 \$0.00				TOTAL CULVERTS	\$0.00
<b>ROCK</b> 0+00 to	9+15	524	cy. of	3" Jaw Run	@	\$20.04	per c.y.=	\$10,500.96 TOTAL ROCK	\$10,500.96
ADDITIONAL REQUIR	EMENTS					TOTA	U ADDITIONA	L REQUIREMENTS	\$0.00
ABANDONMENT						1012	IL ADDITIONA	L KLQUIKLMLN13	\$0.00
ADAIGOTTIETT							TOTA	L ABANDONMENT	\$0.00
Required Pre-Haul Maintenance-	\$0.00	]	Required Reconstruction Optional	\$0.00				SUBTOTAL	\$14,042.39
Required Abandonment-	\$0.00		Reconstruction -	\$0.00					
Required Construction -	\$0.00		Optional Construction -	\$14,042.39				TOTAL	\$14,042.39
							COS	ST PER STATION	\$1,534.69

# **ROCK DEVELOPMENT COST SUMMARY**

	Pit:	W-1200 Pit		Location	NW1/ Sec	31 TU3N	R05E, W.M.	
	Sale:	Upper Left Sorts		LUCALIUIT	Road:	JI, 103N,	1939. CY	
	Swell:	1.30			Stockpile:	-	2004 c.y.	
	Shrinkage	0.00			Total Truck	Loads:	3943. CY	
	Drill Pct.:	100%			In Place Tot		3033 c.y.	
	Access RoadConstruction Pit Development & Clean Waste Area, Endhaul and		g and Grubbir	-	\$223.33	/Station	\$335.00	
	in Waste Area, spread and Drill & Shoot:	•	\$5.32 \$3.65	/cu.yd x /cu.yd x	3033.0	cu.yds. cu.yds. cu.yds.	\$3,899.56 \$11,070.45	
	Rip Rock: Push Rock:			/cu.yd x /cu.yd x		cu.yds.	\$0.00 \$5,323.05	
	Load Crusher:			/cu.yd x		cu.yds.	\$2,883.00	
	Crush 3" Jaw Run Rock:			/cu.yd x		cu.yds.	\$6,358.50	
	Crush 1½" Minus Rock:			/cu.yd x		cu.yds.	\$13,644.00	
	Load Crushed Rock inTruc	ck:		/cu.yd x		cu.yds.	\$2,883.00	
	Load Rip Rap Rock in True	ck:		/cu.yd x		cu.yds.	\$222.75	
				/ton x	0	tons =	\$0.00	
			\$0.00	/ton x		tons =	\$0.00	
			\$0.00			tons =	\$0.00	
			\$0.00	/cu.yd x	0	cu.yds.	\$0.00	
						Subtotal	\$46,619.31	
	Move In/Set-up Mobile Ja		1	@	\$1,067.84	=	\$1,067.84	
	Move In/Set-up Mobile 2	-	1	@	\$1,368.64		\$1,368.64	
	Move In/Set-up 3 Stage (		0	@	\$0.00		\$0.00	
	Move In and set up Drill a	•	1 0	@	\$677.56		\$677.56	
	Move in Roller and Compa Move in Grader	actor	0	@ @	\$573.16 \$422.05	=	\$0.00 \$0.00	
	Move in D-8		1	@	\$679.24	=	\$679.24	
	Move in Loader		1	@	\$638.44		\$638.44	
	Move in Excavator		2	@	\$599.19		\$1,198.38	
	Move in Trucks		5	@	\$224.40	=	\$1,122.00	
	Move in Water Truck		0	@	\$0.00	=	\$0.00	
	THE TOTAL OF THE CO.		·	•	40.00	Subtotal	\$6,752.10	
				TOTAL	PRODUCTIO	ON COSTS	\$53,371.41	
	Base Cost =	\$13.54	Per Cu.Yd.		1110500110	311 00010	ψ33/3/1111	
							One-Way	
Road	Haul Cost	Proc Cost	Base Cst.	Cost	Number	Speed	Dist	ROCK
Segment	/cu.yd.	/cu.yd.	/cu.yd.	/cu.yd.	Cu. Yds	(Mi/hr.)	(ft)	COST
W-1200 109+16 to 155+86 Spot Rock 1 1/2" Minus	\$2.88	\$1.70	\$13.54	\$18.12	140	17	1847	\$2,536.80
W-1200 LL Energy Dissipator/Headwall - culverts	\$3.31	\$2.00	\$13.54	\$18.85	2.5	12	1604	\$47.13
W-1280 HL Block Trail @ 1+95 ABANDONMENT	\$2.98	\$2.50	\$13.54	\$19.02	90	12	965	\$1,711.80
W-1280 0+00 to 44+04 Spot Rock 1 1/2" Minus	\$3.78	\$1.70	\$13.54	\$19.02	130	15	3784	\$2,472.60
W-1200A LL Energy Dissipator/Headwall - culverts	\$2.94	\$2.00	\$13.54	\$18.48	1.0	12	890	\$18.48
W-1200C LL Energy Dissipator/Headwall - culverts	\$4.44	\$2.00	\$13.54	\$19.98	1.0	12	3780	\$19.98
W-1280A LL Energy Dissipator/Headwall - culverts	\$4.16	\$2.00	\$13.54	\$19.70	1.0	12	3233	\$19.70
W-1280A 0+00 to 8+05 3" Jaw Run	\$3.66	\$1.45	\$13.54	\$18.65	429 2 F	15	3506 5706	\$8,000.85
W-1280C LL Energy Dissipator/Headwall - culverts	\$5.45	\$2.00	\$13.54	\$20.99	3.5	12	5706	\$73.47
W-1280C 0+00 to 10+41 3" Jaw Run W-1280C1 0+00 to 9+15 3" Jaw Run	\$4.65 \$5.05	\$1.45 ¢1.45	\$13.54	\$19.64	617 524	15	5886	\$12,117.88
	φ3.05	\$1.45	\$13.54	\$20.04	524	15	6832	\$10,500.96
Stock Pile - W-1201 @ 0+30 - 1 1/2" Minus	\$1.94	\$0.40	\$13.54	\$15.88	2004	15	684	\$31,823.52
				Total C.Y.	3943.0		Sub Total	\$69,343.17

# **ROCK DEVELOPMENT COST SUMMARY**

Road

Segment

W-1200A from W-1280 stockpile 3" Jaw Run

W-1280A Landing from W-1281C stockpile

W-1200C from W-1281C stockpile 3" Jaw Run

Existing 2 1/2" Minus Stockpile 0+30 on W-1201 Existng 3" Jaw Run Stockpile 0+55 on W-1280 Pit: Existng 3" Jaw Run Stockpile Location: 2+37 on W-1281C Sale: **Upper Left Sorts** Road: 749. c.y. Swell: 1.30 Stockpile: c.y. 749. c.y. Shrinkage 1.16 Total Truck Loads: Drill Pct.: 0% In Place Total: c.y. Pit Development & Cleanup including Clearing and grubbing of Waste Area @ adjacent to pit, place overburden in Waste Area, spread and compact. \$0.00 /cu.yd x 0 cu.yds. \$0.00 0 cu.yds. \$0.00 Drill & Shoot: \$3.65 /cu.yd x \$0.00 Rip Rock: \$2.50 /cu.yd x 0 cu.yds. \$1.35 /cu.yd x \$0.75 /cu.yd x Push Rock: 0 cu.yds. \$0.00 Load Crusher: 0 cu.yds. \$0.00 \$4.05 /cu.yd x Crush 3" Rock: 0 cu.vds. \$0.00 Load Dump Truck - 2 1/2" Minus/Jaw Run: \$0.75 /cu.yd x 749 cu.yds. \$561.75 Load Dump Truck - Riprap: \$2.25 /cu.yd x 0.0 cu.yds. \$0.00 \$0.00 /ton x 0 tons = \$0.00 \$0.00 /ton 0 tons \$0.00 Х \$0.00 /ton 0 tons \$0.00 \$0.00 \$0.00 /cu.yd x 0 cu.yds. Subtotal \$561.75 Move In/Set-up Jaw 0 \$0.00 \$0.00 @ = Move In/Set-up 2 Stage Crusher 0 @ \$0.00 = \$0.00 Move In/Set-up 3 Stage Crusher \$0.00 0 **@** \$0.00 = Move In and set up Drill and Compressor \$0.00 0 @ \$0.00 Move in Roller and Compactor 0 @ \$0.00 \$0.00 Move in Grader 0 **@** \$0.00 \$0.00 \_ Move in D-8 0 **@** \$0.00 \$0.00 = Move in Loader 1 @ \$685.08 \$685.08 0 Move in Excavator \$0.00 \$0.00 @ Move in Trucks 5 **@** \$246.14 \$1,230.70 Move in Water Truck 0 \$0.00 \$0.00 Subtotal \$1,915.78 TOTAL PRODUCTION COSTS \$2,477.53 \$3.31 Per Cu.Yd. Base Cost= Load Cost One-way Haul Cost Proc Cost **ROCK** Base Cst. Cost Number Dist Speed /cu.yd. /cu.yd. /cu.yd. /cu.yd. Cu. Yds (Mi/hr.) (ft) COST W-1200 Landing from W-1280 stockpile 3" Jaw Run \$1.81 \$0.60 \$3.31 \$5.72 41 10 250 \$234.52 W-1280 Landing from W-1281C stockpile 3" Jaw Run \$2.12 \$0.60 \$3.31 \$6.03 41 \$247.23 17 1274 W-1281 Landings from W-1281C stockpile 3" Jaw Run \$5.83 \$1.92 \$0.60 \$3.31 82 15 643 \$478.06 \$2.87 \$1.45 \$3.31 \$7.63 154 17 1810 \$1,175.02 \$3.81 \$1.45 \$3.31 \$8.57 160 17 \$1,371.20 4387 \$3.01 \$0.60 \$3.31 \$6.92 41 17 3710 \$283.72 W-1280C 0+00 to 10+41 Spot Rock from W-1201 stoc \$4.13 \$1.70 \$3.31 \$9.14 230 17 5262 \$2,102.20 Total C.Y. 749.0 Sub Total \$5,891.95

TOTAL ROCKING COSTS

\$5,891.95

# Road Building Move-In Calculations

Sale: Upper Left Sorts

LOWBOY HAUL (Round Trip)							
		AVE SPEED					
DIST. (mi)	ROADWAY	(mph)					
16.0	Highway	50					
	County/						
16.8	Mainline	20					
	Steep						
2.0	Grades	10					

				Within Area				Within	
	EQUIPMENT	Move in	Pilot	Move	Begin	End	Total	Area	Total
No.	DESCRIPTION	Cost	Cars	(\$/mile)	Mileage	Mileage	Miles	Cost	Cost
0	Brush Cutter	\$414.78		\$17.80	0.00	0.00	0	\$0.00	\$0.00
1	Graders	\$649.14		\$19.83	0.00	0.00	3	\$59. <del>4</del> 9	\$708.63
0	Loader (Small)	\$414.78		\$15.00	0.00	0.00	0	\$0.00	\$0.00
0	Loader (Med. & Large)	\$649.14		\$17.00	0.00	0.00	0	\$0.00	\$0.00
1	Rollers & Compactors	\$414.78		\$27.14	0.00	0.00	3	\$81. <del>4</del> 2	\$496.20
0	Drill & Compressor	\$414.78		\$35.60	0.00	0.00	0	\$0.00	\$0.00
1	Excavators (Small)	\$414.78		\$50.00	0.00	0.00	2	\$100.00	\$514.78
1	Excavators (Large)	\$816.54	2	\$56.00	0.00	0.00	3	\$168.00	\$1,088.94
0	Tired Backhoes/Skidders	\$649.14		\$12.50	0.00	0.00	0	\$0.00	\$0.00
0	Tractors (D6)	\$649.14		\$32.43	0.00	0.00	0	\$0.00	\$0.00
0	Tractors (D7)	\$649.14		\$30.00	0.00	0.00	0	\$0.00	\$0.00
1	Tractor (D8)	\$816.54	2	\$57. <del>4</del> 3	0.00	0.00	3	\$172.29	\$1,093.23
5	Dump Truck (10 cy +)	\$224.40		\$11.00	0.00	0.00	2	\$110.00	\$1,672.00
0	Dump Truck (Off Hiway)	\$599.19		\$9.00	0.00	0.00	0	\$0.00	\$0.00
0	Water Truck (1500 Gal)	\$171.36		\$10.50	0.00	0.00	0	\$0.00	\$0.00
0	Water Truck (2500 Gal)	\$199.92		\$12.25	0.00	0.00	0	\$0.00	\$0.00

TOTAL MOVE-IN COSTS: \$5,573.78



# WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES

# FOREST EXCISE TAX ROAD SUMMARY SHEET

Timber Sale Name: UF	PER L	EFT SORTS	
Application Number:	30-	104159	
EXCISE TAX APPLICAB	LE ACT	IVITIES	
Construction: Road to be constructed (opti		1,720 d required) but not abar	linear feet ndoned
Reconstruction: Road to be reconstructed (o)	ptional a	1,041 and required) but not ab	linear feet andoned
Abandonment:		0	linear feet

**Decommission:** linear feet

Abandonment of existing roads not reconstructed under the contract

Road to be made undriveable but not officially abandoned.

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

# **EXCISE TAX EXEMPT ACTIVITIES**

Region: Pacific Cascade

441 **Temporary Construction:** linear feet

Roads to be constructed (optional and required) and

then abandoned

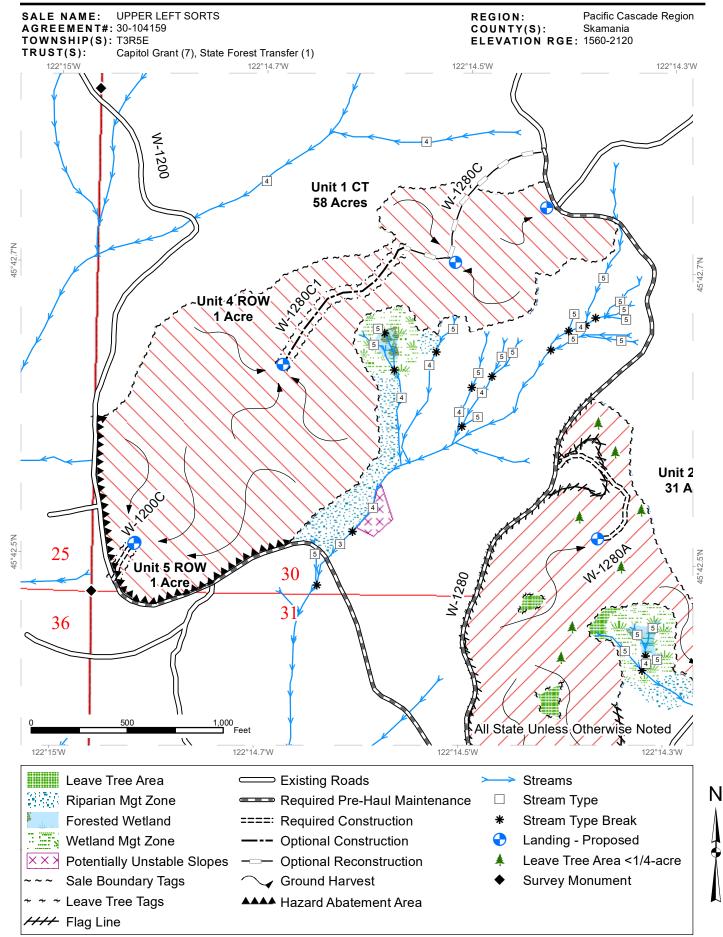
0 linear feet

**Temporary Reconstruction:** 

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

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

(Revised 9/18)



Stockpile

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Stockpile

# CONTRACTOR CERTIFICATION RESPONSIBLE BIDDER CRITERIA – WAGE LAW COMPLIANCE

# **WASHINGTON STATE PROCUREMENT OF GOODS & SERVICES CONTRACTS**

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

SOLICITATION DATE: Month, Day, Year
I hereby certify, on behalf of the firm identified below, as follows (check one):
No Wage Violations. This firm has <u>NOT</u> been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in <u>RCW 49.48.082</u> , any provision of RCW chapters <u>49.46</u> , <u>49.48</u> , or <u>49.52</u> within three (3) years prior to the date of the above-referenced procurement solicitation date.
OR
VIOLATIONS OF WAGE LAWS. This firm has been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in <a href="RCW">RCW</a> 49.48.082, any provision of RCW chapters 49.46, 49.48, or 49.52 within three (3) years prior to the date of the above-referenced procurement solicitation date.
I hereby certify, under penalty of perjury under the laws of the State of Washington, that the certifications herein are true and correct and that I am authorized to make these certifications on behalf of the firm listed herein.
PRINT FULL LEGAL ENTITY NAME OF FIRM SUBMITTING BID
SIGNATURE OF AUTHORIZED PERSON  DATE SIGNED
PRINTED NAME OF PERSON MAKING CERTIFICATION FOR FIRM
TITLE OF PERSON SIGNING CERTIFICATE
PRINT COUNTY AND STATE WHERE SIGNED
Return this contractor certification to the solicitation coordinator listed in the solicitation document.

Page 1 of 1

DNR Solicitation No.