

CITY OF EVERETT
BILL OF SALE AND CONTRACT FOR
FOREST PRODUCTS
EXPORT RESTRICTED TONNAGE SCALE

SALE NAME: RUSSULA COMMERCIAL THIN

CITY OF EVERETT (CITY) and ERICKSON LOGGING AND
CONSTRUCTION INC. (PURCHASER), AGREE AS FOLLOWS:

SECTION G: GENERAL TERMS

G-1 Definitions

The following definitions apply throughout this Contract:

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

Contract Administrator: Person responsible for administering the Contract for the City.

Total Estimated Value of Sale: The Total Estimated Value of Sale shown in Purchaser’s bid dated August 27,2024, which is \$381,839.03.

Species	Estimated Quantity (tons)	Rate (\$/ton)	Total
All Species	10,753	\$35.51/ton-price to be bid	\$381,839.03
Total Estimated Value of Sale			\$381,839.03

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

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

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

City: The City of Everett, the landowner and seller of Forest Products from the timber sale area.

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

G-11 Right to Remove Forest Products and Contract Area

Purchaser was the successful bidder on 8/27/24 and City Council awarded this Contract to Purchaser. The City agrees to sell and permit Purchaser to cut and remove, and Purchaser agrees to purchase, as much of the following Forest Products as can be cut and removed during the term of this Contract:

Sale Description

All timber bound by pink Timber Harvest Boundary flagging, timber type breaks, the S-1000 Road, T-1200 Road, and the T-1000 Road, except trees marked with blue paint, (GRT) Leave Tree tags, dead and down old growth logs, stumps and other blowdown trees.

The described products above are located on approximately **312.0** acres in parts of Sections 26 and 35, Township 29 North, Range 07 East, and Section 31 of Township 29 North, Range 08 East, all W.M., in Snohomish County as shown on Timber Sale Maps and as designated in the sale area.

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

This Contract does not convey an interest in land.

G-12 Export Restricted

The timber sold herein is hereby designated as export restricted. WAC 240-15-015 (relating to the prohibition on export and substitution), WAC 240-15-025 (relating to reporting requirements) and WAC 240-15-030 (relating to enforcement) are incorporated herein by

reference. A violation by the purchaser of the prohibitions under WAC 240-15-025 shall be sufficient cause for the City to cancel this Contract and, in the City's sole discretion, may be cause to disqualify Purchaser from future purchases and Contracts with the City.

G-20 Inspection By Purchaser

Purchaser hereby warrants to the City that they have had an opportunity to fully inspect the sale area and the Forest Products being sold. Purchaser further warrants to the City that it enters into this Contract based solely upon its own judgment of the value of the Forest Products, formed after its own examination and inspection of both the timber sale area and the Forest Products being sold. Purchaser also warrants to the City that it enters this Contract without any reliance upon the tonnage estimates, volume estimates, acreage estimates, appraisals, pre-bid documentation, or any other representations by the City or Roots Forestry Consulting, LLC.

G-25 Exhibits

The following exhibits are hereby incorporated by reference into this Contract, and Purchaser shall fully comply with all provisions of these exhibits:

- A. Timber Sale Maps
- B. Thinning Prescription
- C. Road Plan

G-30 Contract Term/Signatures

Purchaser shall remove the Forest Products conveyed and complete all work required by this Contract prior to **March 31, 2026**. This Contract expires on such date. Signatures on this Contract will be with AdobeSign, which is fully binding on both City and Purchaser.

G-40 Contract Term Adjustment – No Payment

Purchaser may request an adjustment in the Contract term. A request must be submitted in writing, must be received by the City within 30 days after the start of interruption or delay, and must indicate the actual or anticipated length of interruption or delay. The City may grant the adjustment only if the cause for Contract term adjustment is beyond Purchaser's control. The cause must be one of the following and the adjustment may be granted only if operations or planned operations under this Contract are actually interrupted or delayed:

- a. Road and bridge failures, which deny access;
- b. Shutdowns caused by, or resulting from, action or inaction by regulatory agencies, including, but not limited to, rules, changes in rules or regulations, or other action;
- c. Access road closures imposed by road owner;

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

G-51 Contract Extensions - Payment

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

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

For the second extension, not to exceed 1 year, payment of at least 90 percent of the Total Estimated Value of Sale.

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

- d. Payment of an amount equal to 12 percent interest per annum for the extension period on the unpaid portion of the Contract. To determine the unpaid portion of the contract, take the Total Estimated Value of Sale and subtract for each species item the remaining tonnage (based on estimated tonnage in the Timber Notice of Sale) multiplied by the Contract payment rate for each item and then further subtract all cash deposits that can be used for timber payments, except the initial deposit.
- e. Payment of \$1.00 per acre per annum for the acres on which an operating release has not been issued in the sale area.
- f. In no event will the extension charge be less than \$200.00.
- g. Extension payments (which include the payments made under c, d, and e above) are non-refundable.

G-53 Surveys - Sensitive, Threatened, Endangered Species

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

G-60 No Warranties by City

THE PARTIES AGREE THAT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES EXPRESSED OR IMPLIED ARE EXCLUDED FROM THIS TRANSACTION AND SHALL NOT APPLY TO THE GOODS SOLD. FOR EXAMPLE, THE FOLLOWING SPECIFIC MATTERS ARE NOT WARRANTED, AND ARE EXCLUDED FROM THIS TRANSACTION:

- a. The MERCHANTABILITY of the Forest Products. The use of the term "merchantable" elsewhere in this Contract is not intended to vary the foregoing.
- b. The CONDITION of the Forest Products. The Forest Products are conveyed "as is."
- c. The ACREAGE contained within any sale area. Any acreage descriptions appearing in the timber notice of sale, Timber Sale Maps, this Contract, or other documents are estimates only, provided solely for administrative and identification purposes.
- d. The TONNAGE, VOLUME, QUALITY, OR GRADE of the Forest Products. The descriptions of the Forest Products conveyed in this Contract are estimates only, made for the sole purpose of identification.
- e. THE CORRECTNESS OF ANY SOIL OR SURFACE CONDITION AND PRE-SALE CONSTRUCTION APPRAISALS, INVESTIGATIONS, AND ALL OTHER PRE-BID DOCUMENTS PREPARED BY OR FOR THE CITY. These documents were prepared for appraisal purposes only.
- f. Items which extend beyond the description of the face of this Contract.
- g. THAT THE SALE AREA IS FREE FROM THREATENED OR ENDANGERED SPECIES or their habitat. The City 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.
- h. THAT THE FORESTRY OPERATIONS to be performed under this contract WILL BE FREE FROM REGULATORY ACTIONS by governmental agencies. The City 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-62 Safe Harbor and Cooperative Habitat Enhancement Agreements

The City has entered into a Safe Harbor Agreement (SHA) with the U.S. Fish and Wildlife Service (USFWS) and a Cooperative Habitat Enhancement Agreement

(CHEA) with Washington State Department of Natural Resources (DNR) to address Chaplain Tract land management and conservation relating to compliance with the Federal Endangered Species Act. The activities to be carried out under this Contract are located within the City's SHA and CHEA area and are subject to the terms and conditions of the SHA and CHEA, and the Incidental Take Permit issued by USFWS. All SHA and CHEA materials are available for review at the City of Everett Public Works Building at 3200 Cedar St., Everett, WA.

By signing this Contract, Purchaser agrees to comply with the terms and conditions of the SHA and CHEA and the Incidental Take Permit, which shall become terms of this Contract. The City agrees to authorize the lawful activities of the Purchaser carried out pursuant to this Contract, PROVIDED the Purchaser remains in compliance with the terms and conditions of both the SHA and CHEA and the Incidental Take Permit. The requirements set forth in this Contract are intended to comply with the terms and conditions of the SHA and CHEA and the Incidental Take Permit. Accordingly, non-compliance with the terms and conditions of the SHA or CHEA or the Incidental Take Permit will render the authorization provided in this paragraph void, be deemed a breach of the Contract and may subject Purchaser to liability for violation of the Endangered Species Act.

Any modifications to the Contract shall be proposed in writing by Purchaser, shall continue to meet the terms and conditions of the SHA and CHEA and the Incidental Take Permit, and shall require an amendment signed by the Mayor of the City before taking effect.

G-63 Incidental Take Permit Notification Requirements

- a. Purchaser shall immediately notify the Contract Administrator of new locations of permit species covered by the Incidental Take Permits (ITP) that are discovered within the area covered by the SHA and CHEA including, but not limited to: locations of occupied murrelet habitat and; spotted owl nests. Purchaser is required to notify the Contract Administrator upon discovery of any fish species found in streams or bodies of water classified as non-fish bearing. In all circumstances, notification must occur within a 24 hour time period.
- b. Upon locating any live, dead, injured, or sick specimens of any permit species covered by the ITP, Purchaser shall immediately notify the Contract Administrator. Purchaser shall notify the Contract Administrator if there is any doubt as to the identification of a discovered permit species. Purchaser may be required to take certain actions to help the Contract Administrator safeguard the well-being of any live, injured or sick specimens of any permit species discovered, until the proper disposition of such specimens can be determined by the Contract Administrator. Any such requirements will be explained to Purchaser by the Contract Administrator during the Pre-Work Conference. In all circumstances, notification must occur within a 24 hour time period.

- c. Provisions and requirements of the ITP shall be clearly presented and explained to Purchaser by Contract Administrator during the Pre-Work Conference as per Contract clause G-330. All applicable provisions of the ITP and this schedule must be presented and clearly explained by Purchaser to all authorized officers, employees, contractors, or agents of Purchaser conducting authorized activities in the timber sale area. Any questions Purchaser may have about the ITP should be directed to the Contract Administrator.

G-64 Permits

Purchaser is responsible for obtaining any permits not already obtained by the City that relate to Purchaser's operation. Forest Practice Application / Hydraulic Project Approval permits obtained by the City shall be transferred to Purchaser. Approved Forest Practice Applications include #2819244. Purchaser is responsible for all permits, amendments and renewals and ensuring all FPHP work under this Contract is completed.

G-65 Disclaimer of Regulatory Actions

The City 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-66 Governmental Regulatory Actions

- a. Risk

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

- b. Sale Area

When portions of the sale area become subject to a domestic governmental regulation or order that will likely prevent timber harvest for a period exceeding six months, and the Purchaser has complied with this Contract, then:

- i. If forty percent (40%) or less of the sale area is affected by the governmental regulation or order, Purchaser's rights to purchase and remove the timber and all other interest in the affected sale area is terminated upon notice from the City.

- ii. If forty-one percent (41%) or more of the sale area is affected by the governmental regulation or order, the City shall by notice to Purchaser either terminate Purchaser's rights to purchase and remove the timber and all other interest in the affected sale area or terminate the Contract. Termination will discharge any unexecuted portion of the Contract.

c. Not Used.

G-70 Limitation of Damages

In the event of a breach of any warranty or any other act or omission under this Contract by the City, the liability of the City shall be limited to, and Purchaser's exclusive remedy shall be, a return of the initial deposit, unapplied payments, and credit for unamortized improvements made by Purchaser.

The City shall not be liable for any other damages, whether direct, incidental or consequential.

G-80 Statements by City

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

In addition:

- a. Nothing in this Contract requires the City to provide the Purchaser with direction or advice. If a duly authorized representative of the City approves, suggests or recommends any practice, means, method or manner for performance of this Contract, including logging practices, such approval, suggestion or recommendation shall not: (1) guarantee such approval, suggestion or recommendation will accomplish the requirements of the Contract; (2) relieve the Purchaser of any risks or obligations under the Contract; or (3) create any liability by the City to the Purchaser.
- b. Suggestions as to plans or methods of accomplishing the Contract by the City or the City's representative to the Purchaser, but not specified or required, if adopted or followed by the Purchaser in whole or in part, shall be used at the risk and responsibility of the Purchaser. The City and the City's representative assume no responsibility therefor and in no way will be held liable for any defects in the work which may result from or be caused by use of such plan or method or work.

G-91 Sale Area Adjustment

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

G-101 Forest Products Not Designated

Any trees or Forest Products that are not designated for removal and which must be removed in the course of operations authorized by the City, shall be approved and designated by the Contract Administrator. Purchaser shall pay City for such Forest Products at a fair market value determined by the City.

G-105 Adding Naturally Damaged Forest Products

Any Forest Products not designated for removal that are seriously damaged by disease, insects or wind, or that may contribute seriously to the spread of insect or disease damage may be added to this sale by the Contract Administrator. Additions must be in unlogged areas of the sale and added tonnage shall not exceed an amount equal to 10 percent of the original advertised tonnage. Added Forest Products become a part of this Contract and shall be paid for at the same rate and manner as equivalent Forest Products under this Contract.

G-110 Title and Risk of Loss

Title to the Forest Products conveyed passes upon the execution of this Contract by the City. Purchaser bears the risk of loss or damage to the Forest Products in this Contract from the time the City executes this Contract. In the event any such Forest Products are destroyed, damaged, or stolen after passage of title, whether the cause is foreseeable or unforeseeable, the Forest Products shall be paid for by Purchaser. Breach of this Contract shall have no effect on this provision. Title to the Forest Products not removed from the sale area within the period specified in this Contract shall revert to the City.

G-120 Responsibility for Work

All work, equipment and materials necessary to perform this Contract shall be the responsibility of Purchaser. Any damage to improvements, except as provided in G-130, shall be repaired promptly to the satisfaction of the City at Purchaser's expense during the Contract period unless an operating release has been issued.

G-130 Exceptions

- a. Exceptions to Purchaser's responsibility in G-120 shall be limited exclusively to the following. These exceptions shall not apply should damages occur because of Purchaser's failure to take reasonable precautions or to exercise sound forest engineering and construction practices.

1. The City shall bear the cost to repair any third-party damage involving any existing roadway or section of new construction completed under this Contract to a fully functional stage. Purchaser shall accomplish repairs promptly as required by the City at an agreed price. The City may elect to accomplish repairs itself, either by its own forces or by contracting with a third party.
 2. Catastrophic damage is defined as City identified damage valued in excess of Ten Thousand Dollars (\$10,000.00), which is caused by forces beyond the control, and without the negligence of, Purchaser, such as earthquakes, volcanic eruptions, landslides, and floods. The Parties shall share equally the cost to repair any part of the required work performed by Purchaser, which is damaged by catastrophic damage. Purchaser shall be responsible for the first Ten Thousand Dollars (\$10,000.00) of repair costs. Purchaser shall accomplish repairs promptly as required by the City at an agreed price. The City may elect to accomplish repairs by means of City provided resources.
- b. Nothing contained in G-120 and G-130 shall be construed as relieving Purchaser of responsibility for, or damage resulting from, Purchaser's operations or negligence, nor shall Purchaser be relieved from full responsibility for making good any defective work or materials.

G-140 Indemnity

To the fullest extent permitted by law, Purchaser shall indemnify, defend and hold harmless City and all officials, agents and employees of City, from and against all Claims arising out of or resulting from the performance of this Contract. "Claim" as used in this Contract means any and all financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Purchaser's obligations to indemnify, defend, and hold harmless includes any Claim by Purchaser's agents, employees, representatives, or any subcontractor or its employees. Purchaser expressly agrees to indemnify, defend, and hold harmless City for any claim arising out of or incident to Purchaser's or any subcontractors' performance or failure to perform the Contract. Purchaser's obligation to indemnify, defend, and hold harmless City shall not be eliminated or reduced by any actual or alleged concurrent negligence of City or its agents, agencies, employees and officials. Purchaser waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless City and its agents, officials, agents or employees and acknowledges this was mutually negotiated. This clause G-140 survives termination or expiration of this Contract.

G-150 Liability Insurance

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

All insurance and surety bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by the City'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.

The City 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 City 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the City shall be given 10 days advance notice of cancellation.
2. Insurers subject to Chapter 48.15 RCW (surplus lines): The City shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the City shall be given 10 days advance notice of cancellation.

Prior to the performing any part of this Contract, Purchaser shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the required insurance. In addition, Purchaser shall provide the City with either (1) a true copy of an endorsement naming the City of Everett, its officers, employees and agents as Additional Insureds on all general liability, excess, umbrella, and property insurance policies with respect to the operations performed and services provided under this Contract and that such insurance shall apply as primary, non-contributing insurance on behalf of such Additional Insureds or (2) a true copy of the blanket additional insured clause providing such coverage from the policies. Receipt by the City of any certificate showing less coverage than required is not a waiver of the Service Provider's obligations to fulfill the requirements. The full policy limits maintained by the Purchaser shall be available to the City as Additional Insured, even if such limits are greater than those required by this Contract.

Insurance coverage shall be obtained by the Purchaser prior to operations commencing and continually maintained in full force until all Contract obligations have been satisfied or an operating release has been signed by the City.

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

All insurance provided in compliance with this Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained. Purchaser waives all rights against City 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, City does not represent that coverage and limits will be adequate to protect Purchaser and such coverage and limits shall not limit Purchaser's liability under the indemnities and reimbursements granted to City in this Contract.

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

Commercial General Liability (CGL) Insurance. Purchaser shall maintain general liability (CGL) insurance, and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000.00 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 insureds (cross liability) condition.

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

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

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

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

G-160 Agents

- a. The Contract Administrator will administer the Contract on behalf of the City. The Public Works Director will notify the Purchaser in writing who is responsible for administering the Contract. No agent, employee, or representative of the City, including the Contract Administrator, has any authority to bind the City to any affirmation, representation or warranty concerning the Forest Products conveyed beyond the terms of this Contract.
- b. Purchaser is required to have a person on site during all operations that is authorized to receive instructions and notices from the City. Purchaser shall inform the City in writing who is authorized to receive instructions and notices from the City, and any limits to this person's authority.

G-161 Independent Contractor

- a. The parties agree that this Contract shall not constitute nor create an employer-employee relationship, and since the Purchaser is an independent contractor, Purchaser shall be responsible for all obligations relating to federal income tax, self-employment FICA taxes and contributions, and all other so called employer taxes and contributions, including, but not limited to, industrial insurance (Workmen's Compensation), and that the Purchaser agrees to indemnify, defend and hold the City harmless from any claims, valid or otherwise, made to the City, because of these obligations.
- b. While engaged in the performance of this Contract, any and all employees of the Purchaser shall be considered employees of only the Purchaser and not employees of the City. The Purchaser shall be solely liable for any and all claims that may or might on behalf of said employees or Purchaser, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of the Purchaser's employees, while so engaged on any of the Work.

- c. Purchaser shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City free, clear and harmless from all actions, claims, demands and expenses arising out of said act, and rules and regulations that are or may be promulgated in connection therewith.
- d. Purchaser assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Contract be enacted as to all persons employed by the Purchaser and as to all duties, activities and requirements by the Purchaser in performance of the Work and Purchaser shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

G-162 Employment

The Purchaser warrants that it had not employed or retained any company or person, other than a bona fide employee working solely for the Purchaser, to solicit or secure this Contract and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Purchaser, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the City shall have the right to terminate this Contract without liability or, in its discretion, recover from Purchaser, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

G-170 Assignment and Delegation

No rights or interest in this Contract or performance of Contract duties shall be assigned or delegated by Purchaser without prior written permission of the City. Any attempted assignment shall be void and ineffective for all purposes unless made in conformity with this paragraph. Approval or assignment by the City shall not include or in any way constitute release of security provided by the Purchaser.

G-180 Modifications

Waivers, modifications or amendments of the terms of this Contract must be in writing signed by Purchaser and the Mayor of the City.

G-181 Waiver

Any waiver by the Purchaser or the City or the breach of any provision of this Contract by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

G-182 Severability

If any part of this Contract is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws and the remainder of the Contract shall remain in full force and effect.

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-201 Notice

- a. Notices required to be given pursuant to clauses G-211 Violation of Contract and G-220 City Suspends Operations shall be in writing and shall be delivered to the Party's authorized agent or sent by certified mail to the Party's post office address:

P.O. Box 365
Gig Harbor, WA 98335

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

G-211 Violation of Contract

- a. If Purchaser violates any provision of this Contract, the Contract Administrator, by written notice, may suspend those operations in violation. If the violation is capable of being remedied, the Purchaser has thirty (30) days after receipt of a suspension notice to remedy the violation. If the violation cannot be remedied (such as a violation of WAC 240-15-015) or Purchaser fails to remedy the violation within the thirty (30) days after receipt of a suspension notice, the City may terminate the rights of Purchaser under this Contract and collect the liquidated damages provided for in D-13.
- b. If the Contract expires pursuant to G-30 without Purchaser having performed all its duties under this Contract, Purchaser's right to operate is terminated and Purchaser shall not have the right to remedy the breach. This provision shall not relieve Purchaser of any payment obligations.
- c. The City has the right to remedy the breach in the absence of any indicated attempt by Purchaser or if Purchaser is unable, as determined by the City, to remedy the breach. Any expense incurred by the City shall be charged to Purchaser and shall be paid within thirty (30) days of receipt of the billing.
- d. If Purchaser's violation is the result of a failure to make a payment when due, in addition to a. and b. above, interest shall accrue on the unpaid balance at the current interest rate of one percent (1%) per month computed daily beginning the date payment was due.

G-220 City Suspends Operation

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

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

Purchaser may request a modification of a suspension within thirty (30) days of the start of suspension through the dispute resolution process in clause G-240. If this process results in a finding that the suspension exceeded the time reasonably necessary to stop or prevent damage to the City, Purchaser is entitled to a Contract term adjustment under clause G-40 for the actual interruption or delay in operations caused by the excessive suspensions.

If it reasonably appears that the damage that the City is suffering, or can reasonably be expected to suffer, if the operation continues, will prevent harvest for a period that will exceed six months, and the Purchaser has complied with this Contract, the provisions of Clause G-66 shall govern just as if the harvest was prevented by an applicable foreign or domestic governmental regulation or order.

G-230 Unauthorized Activity

Any cutting, removal, or damage of Forest Products by Purchaser, its employees, agents, or invitees, including independent contractors, in a manner inconsistent with the terms of this Contract or State law, is unauthorized. Such activity shall be considered outside this Contract and may subject Purchaser to liability for triple the value of said Forest Products.

G-240 Dispute Resolution

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

- a. In the event of a dispute, Purchaser must make a written request to the City Public Works Director for resolution prior to seeking other relief.
- b. The Public Works Director will issue a written decision on Purchaser's request within ten (10) working days.

G-241 Audits and Inspections

At any time during normal business hours and as often as the City may deem necessary, the Purchaser shall make available to the City for the City's examination all of the Purchaser's records and documents with respect to all matters covered by this Contract and, furthermore,

the Purchaser will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract.

G-242 City of Everett Business License

Purchaser agrees to obtain a City of Everett business license prior to performing any work pursuant to this Contract.

G-250 Compliance with All Laws

Purchaser shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder, including, but not limited to, the applicable requirements of WAC 240-15-015 (relating to prohibitions on export and substitution), WAC 240-15-025 (relating to reporting requirements), and WAC 240-15-030 (relating to enforcement).

G-260 Venue

The laws of the State of Washington shall govern this Contract. In the event of a lawsuit involving this Contract, venue shall be exclusively in Snohomish County Superior Court.

G-270 Equipment Left on City Land

All equipment owned or in the possession of Purchaser or its delegates shall be removed from the sale area and other City land by the termination of this Contract. Equipment remaining unclaimed on City land sixty (60) days after the expiration of the Contract period is subject to disposition as provided by law. Purchaser shall pay to the City all costs of moving, storing and disposing of such equipment. The City shall not be responsible for any damages to or loss of the equipment or damage caused by the moving, storing or disposal of the equipment.

G-280 Operating Release

Purchaser and Contract Administrator 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, except slash disposal and payments, have been satisfactorily completed. Upon issuance of a release, Purchaser's right to cut and remove Forest Products on the release area will terminate.

G-310 Road Use Authorization

Purchaser is authorized to use the gravel portion of the following City roads and those roads on which the City has acquired easements or road-use permits: C-1000, E-1000, E-1300, S-1000, S-1600, T-1000, T-1200, T-1210, T-1230, T-1240, T-1300, T-1300A, T-1310, T-1320, T-1321, T-1330, and T-1340.

The City may authorize in writing the use of other roads subject to fees, restrictions, and prior

rights.

G-330 Pre-work Conference

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

G-340 Preservation of Markers

Any legal land subdivision survey corners and witness objects are to be preserved. If such are destroyed or disturbed, Purchaser shall have a licensed land surveyor re-establish them 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. Such references must be approved by the Contract Administrator prior to removal of said corners and/or witness objects.

G-360 Road Use Reservation

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

G-370 Blocking Roads

Purchaser shall not block the C-1000, E-1000, E-1300, S-1000, T-1000, T-1200, T-1240, T-1300, T-1300A, T-1320, or T-1330 roads unless the Contract Administrator grants authority in writing. The T-1200 and T-1240 roads may be temporarily blocked for purposes of loading log trucks as long as the duration of blockage does not exceed 30 minutes.

G-375 Locked Gates

All gates on the E-1000, S-1000, and T-1000 roads shall be kept closed and locked unless permission to do otherwise is granted by the Contract Administrator.

G-430 Open Fires

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

G-435 Water Quality Protection Specifications

All on site work associated with this Contract shall be done under the City of Everett Water Quality Protection Specifications Clause S-5, dated 6/1/2011 and are hereby made part of this Contract.

G-440 Sanitary Facilities

The City shall provide and maintain portable toilets at active worksites during the operation of this Contract. Purchaser shall use these facilities.

G-445 Equipment Watchman

Location of watchman facility for security reasons shall be approved by the Contract Administrator prior to move in.

G-450 Encumbrances

This Contract and Purchaser's activities are:

- a. Subject to easement for power transmission lines.
- b. Subject to easement for water transmission lines.
- c. Subject to easements for road use by others.
- d. Subject to easement granted to the City from Washington State Department of Natural Resources (Snohomish County Auditor File #9201160106).

SECTION P: PAYMENTS AND SECURITY

P-11 Initial Deposit

Purchaser shall pay the City **thirty-three thousand five hundred ninety-two Dollars and thirty-seven Cents (\$33,592.37)** as an initial deposit. This initial deposit shall be maintained throughout the Contract and may be used as a final payment. If the operating authority on this Contract expires or this Contract expires without Purchaser's payment of the full amount specified in Clause P-23, the initial deposit will be immediately forfeited to the City, and will be offset against Purchaser's remaining balance due. Any excess initial deposit funds not needed to ensure full payment of the of all amounts due under this Contract, or not needed to complete any remaining obligations of the Purchaser existing after Contract expiration, will be refunded to the Purchaser.

P-23 Payment for Forest Products

Purchaser will pay to the City, as the Contract payment rate, Purchaser's bid rate shown in G-1 for each ton of Forest Products removed. Purchaser agrees to weigh all loads

P-27 Payment for Removal of Optional Forest Products

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

P-40 Weighing and Scaling Costs

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

P-45 Guarantee of Payment

Purchaser will pay for Forest Products prior to cutting or will guarantee payment by posting a payment security approved by the City. The amount of cash or payment security shall be determined by the City and shall equal or exceed the value of the cutting proposed by Purchaser.

P-52 Payment Procedure

If a third party Log and Load Reporting Service (LLRS) is required by this Contract the City will compute and forward to the Purchaser statements of charges provided for in the Contract. Purchaser shall deliver payment to the City of Everett Purchasing Office or before the date shown on the billing statement.

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

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

P-70 Payment for Products: Damage, Theft, Loss, or Mismatch

Forest products included in this agreement which are destroyed, damaged, stolen, lost, or mismatched shall be paid for by Purchaser on demand of the City. The rates contained in clause P-23 shall apply.

P-80 Payment Account Refund

Advance payments remaining on account above the value for the charges shall be returned to Purchaser within thirty (30) days following the final report of charges.

P-90 Performance Security

Purchaser agrees to furnish within thirty (30) days of the auction date, security acceptable to the City in the amount of **sixty-seven thousand one hundred eighty-four Dollars & seventy-four Cents (\$67,184.74)** that guarantees performance of all provisions of this Contract and payment of any damages caused by operations under this Contract or resulting from Purchaser's noncompliance with any rule or law. Purchaser shall not operate unless the City has accepted performance security. If at any time the City decides that this security has become unsatisfactory, Purchaser agrees to suspend operations and, within thirty (30) days of notification, to replace the security with one acceptable to the City.

P-100 Performance Security Reduction

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

SECTION L: LOG DEFINITIONS AND ACCOUNTABILITY

L-60 Load Tickets

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

Purchaser shall account for all load tickets issued by the Contract Administrator and return unused tickets at termination of the Contract, or as otherwise required by the Contract Administrator. Unused tickets not returned shall be subject to liquidated damages per clause D-030.

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

L-71 Log and Load Reporting Service

This Contract requires the use of a City approved third party Log and Load Reporting Service (LLRS). Purchaser shall ensure log volume measurement data and/or load and weight data is received by the LLRS within 1 business day of logs being measured or weighed. Purchaser agrees to pay the LLRS for log and load data supplied to the City.

If during the term of this Contract, the City discontinues use of the LLRS, the City will

notify the Purchaser in writing and the Purchaser will then be responsible to send log scale and/or weight information to the City.

L-110 City Approval of Log Scaling and Weighing Locations

Forest Product measurement and weighing facilities required by this Contract must be approved by the City. Forest products sold under the Contract which require log scaling shall be scaled, measured, or counted by a City 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 City 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 City and are currently authorized for this sale. The City reserves the right to verify load volume and weights with City employees or contractors at the City's own expense. The City reserves the right to revoke the authorization of previously approved measurement locations.

SECTION H: HARVESTING OPERATIONS

H-01 Operations Outside the Sale Boundaries

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

H-10 Cutting and Yarding Schedule

BARK SLIPPAGE: Cutting and yarding shall not be permitted during the bark slippage season unless the Purchaser provides a written plan outlining mitigation measures and the plan is pre-authorized in writing by the Contract Administrator. This season is estimated to run from April 1 to July 15 but may vary depending on weather conditions.

Shovel logging and ground-based logging shall not be permitted anywhere within the Lake Chaplain Watershed from October 15 through July 15 except by written permission from the Contract Administrator. Watershed boundaries are depicted on the Timber Sale Maps.

H-11 Certification of Fallers and Yarder Operators

All persons engaged in the felling and yarding of timber must receive certification in writing from the Contract Administrator. Certification may be revoked when the Contract Administrator determines that non-compliance of leave tree selection criteria or cut tree selection criteria is occurring, or excessive damage to leave trees or skid trails is occurring.

Excessive damage for leave trees is defined in clause H-012.

Excessive damage for reserve trees is defined in clause H-013.

Excessive skid trail damage is defined in clause H-015 or H-016.

When leave tree damage exceeds the limits set forth in clause H-012, Purchaser shall be subject to liquidated damages (clause D-040).

When reserve tree damage exceeds the limits set forth in clause H-013, Purchaser shall be subject to liquidated damages (clause D-041).

H-12 Leave Tree Damage Definition

Leave trees are trees required for retention within the sale boundary. Purchaser 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 Purchaser'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 20 square inches.
- b. A leave tree 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 Purchaser may be required to pay liquidated damages for Excessive Leave Tree Damage as detailed in clause D-040.

H-16 Skid Trail Requirements

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

Purchaser shall comply with the following during the yarding operation:

- a. A skid trail will not exceed **14 feet** in width, including rub trees.
- b. Skid trails shall not cover more than **10 percent** of the total acreage on one unit.
- c. Location of the skid trails must be marked by Purchaser and approved by the Contract Administrator.
- d. Except for rub trees, skid trails shall be felled and yarded prior to the felling of adjacent timber.
- e. Rub trees shall be left standing until all timber tributary to the skid trail has been removed.

f. Excessive soil damage is not permitted. Excessive soil damage is described in clause H-17.

g. Purchaser will not have more than two skid trails open to active skidding at any one time. All other skid trails used for skidding timber will be closed.

h. Once a skid trail is closed, Purchaser will not reopen a skid trail unless approved in writing by the Contract Administrator.

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

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

H-17 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-25 Timing Requirements for Timber Removal

All timber must be removed within 4 weeks of being felled.

H-30 Timber Falling

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

H-35 Fall Trees Into Sale Area

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

H-40 Purchaser Cutting Plan

Purchaser shall, as part of the plan of operations, prepare an acceptable cutting plan for the sale area. The cutting plan shall be approved by the Contract Administrator prior to beginning the cutting operation.

H-50 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-52 Branding and Painting

Purchaser shall provide a State of Washington registered log brand and a quality log marking paint for the purpose of branding and painting Forest Products prior to removal from the landing on this sale in a manner that meets the requirements of WAC 240-15-030(2).

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

H-80 Snags and Non-Merchantable Trees Not to be Felled

Snags and non-merchantable trees not required to be felled for safety reasons shall be left standing except as specified in clause H-140.

H-110 Stump Height

Trees shall be cut as close to the ground as practicable. Stump height shall not exceed twelve (12) inches in height measured on the uphill side, or 2 inches above the root collar, whichever is higher. Trees with major defect at the stump may be cut above the defect.

H-120 Harvesting Equipment

Forest products sold under this Contract 2024-02 may be yarded by cable or ground-based methods (See H-10 for timing restrictions) in Units 1 - 4. Tether-assist methods and/or self-leveling equipment may be used in Units 1 - 4 with prior written permission by Contract Administrator.

H-130 Hauling Restrictions

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

The City reserves the right to shut down haul on the C-1000, E-1000, E-1300, S-1000, S-1600, T-1000, T-1200, T-1210, T-1230, T-1240, T-1300, T-1310, T-1320, T-1321, T-1330, or T-1340 roads under the following conditions:

- (a) Emergency repair to City facilities.
- (b) During periods of freezing and thawing weather that may result in road damage.

H-140 Special Yarding Requirements

Purchaser shall accomplish the following during the yarding operations:

- (a) All old growth stumps and logs and blowdown trees that do not have small branches shall be left undisturbed as much as possible.
- (b) Shovel roads shall be located to avoid brushy areas, old down logs, and marked leave tree clumps.
- (c) Shovel logging shall be done in accordance with the City of Everett Shovel Logging Specifications dated 6/1/2011 (see below) and incorporated herein by reference.
- (d) Purchaser must comply with the following specification during yarding:
 - (i) Skid trails will not exceed 14 feet in width, including rub trees.
 - (ii) Deviations from designated skid trail locations must be pre-approved by the Contract Administrator.
 - (iii) Trees within skid trails shall be felled and yarded prior to the felling of adjacent timber.
 - (iv) Excessive skid trail damage is not permitted. Skid trail damage is considered excessive when more than 10 percent of the active trail has ruts over 4 inches in depth.
 - (v) Skid trails will be water barred at the time of completion of yarding, if required by the Contract Administrator.
 - (vi) Rub trees along the skid trail shall be left standing until all timber tributary to the skid trail has been removed.
- (e) Wet areas shall be crossed in only one location and must be pre-approved by the Contract Administrator. Trees around the wet areas shall be felled away from these areas.
- (f) All trees marked with blue paint shall be left standing. If any tree marked with blue paint must be felled due to safety or operational reasons, they may be felled but must be left un-bucked on site. Permission to do otherwise must be granted in writing by the Contract Administrator.

H-141 Additional Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

- a) A copy of the timber sale map, contract, and the FPA shall be present on site during active operations.
- b) Purchaser is responsible for all notification signage relating to logging and/or road construction activity at the Purchaser's expense.
- c) No harvest operations are permitted on weekends unless permission is requested in writing and approved by the Contract Administrator two weeks prior to the start of operations.

H-150 Required Removal of Forest Products

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

Species	Net bd ft	Log length (ft)	Log dib
Conifer	10	12	5

The City may treat failure to remove forest products left on the sale area that meet the above specifications as a breach of this Contract. At the City’s option, forest products that meet the above specifications and are left on the sale area may be scaled for volume or measured and converted to weight by the City or a third party scaling organization and billed to Purchaser at the Contract payment rate. All costs associated with scaling, measuring and computing the billing will be borne by the Purchaser.

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

H-157 Optional Removal of Forest Products Not Designated

If in the course of operations, Purchaser decides to remove forest products that are below the minimum designated removal specifications per the 'Required Removal of Forest Products' (H-150), the payment rates in clause P-27 shall apply.

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

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

H-160 Mismanufacture

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

H-190 Completion of Settings

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

H-220 Protection of Residual or Adjacent Trees

Purchaser shall take necessary care to avoid damage to residual or adjacent trees. Purchaser shall comply with the following:

CITY OF EVERETT
SHOVEL LOGGING SPECIFICATIONS

- A. Only low ground pressure (9 lbs. P.S.I) track mounted machines with hydraulic boom and grapple shall be allowed.
- B. Shovel must be large enough to pick up one end of the largest log 30 feet from the center of the machine.
- C. When yarding and loading operations are going on simultaneously, an additional shovel shall be required for loading trucks to avoid extra shovel trips to the landing.
- D. No more than one round trip per shovel road is authorized unless permission to do otherwise is granted by the Contract administrator.
- E. Shovel roads shall be pre-planned and approved in writing prior to yarding. Roads shall be a minimum of 60 feet apart unless otherwise approved in writing.
- F. Shovel logging shall not be permitted on slopes over 30% unless permission to do so is granted in writing.
- G. Shovel operations shall be suspended during periods of wet weather to avoid soil compaction, rutting, or puddling.
- H. Logging debris created from the operation shall be removed from natural watercourses concurrently with yarding.
- I. Shovel shall stay a minimum of 20 feet from all watercourses and areas of wet or soft soils.
- J. All merchantable logs containing 10 board feet net scale, minimum top diameter of 5 inches and minimum length of 12 feet shall be yarded concurrently with the shovel operation.
- K. Within the area to be shovel logged, all logging debris concentrations--except large logs--shall be piled (on non-plantable spots such as new stumps, etc., as much as possible). Debris shall not be piled on old logs or stumps, high stumps, or wet areas. Slash piles should be between 5 to 10 feet tall.
- L. On return trip to road, shovel shall loosen compacted debris and soil under tracks with grapple to leave soil loose and aerated.
- M. Additional site-specific recommendations may be included on case-by-case basis.
- N. Shovel yarding approval is only provisional and shall be withdrawn if these specifications, in the opinion of the Contract Administrator, are not being followed.
- O. Old down logs, cull logs and stumps shall be left undisturbed whenever possible.

SECTION C: CONSTRUCTION AND MAINTENANCE

C-40 Road Plan

Road construction and associated work contained in the Road Plan for this sale, dated 4/5/24 and attached as Exhibit C, are hereby made a part of this Contract and shall be completed by Purchaser.

C-50 Purchaser Road Maintenance and Repair

Purchaser shall perform work on the gravel portions of C-1000, E-1000, E-1300, S-1000, S-1600, T-1000, T-1200, T-1210, T-1230, T-1240, T-1300, T-1310, T-1320, T-1321, T-1330, T-1340, or T-1350 roads to prevent damage to subgrade, to maintain proper drainage and to keep the road surface smooth and crowned. All gravel roads used shall meet the original construction or reconstruction specifications at Contract termination. All other gravel roads used shall be left in the condition that exists at the time the plan of operations is completed.

C-80 Landing Locations and Clean-up

Landings shall be located and marked by the Purchaser and approved by the Contract Administrator prior to construction. Upon completion of use, landing debris shall be piled as designated by the Contract Administrator.

SECTION S: SITE PREPARATION AND PROTECTION

S-1 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 City shall be promptly notified whenever an incident occurs requiring an emergency response.

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

S-5 Operations in Watershed

Purchaser shall adhere to all “City of Everett Water Quality Protection Specifications” dated 6/1/2011, when operating inside the Chaplain Watershed in Units 1, 2, and 3. See below.

CITY OF EVERETT
WATER QUALITY PROTECTION SPECIFICATIONS

I. DESCRIPTION

Water from Lake Chaplain Reservoir is used to provide drinking water for the majority of Snohomish County residents. The Purchaser shall use EXTREME care to protect water quality in the watershed.

REGULATIONS

- A. Lake Chaplain and its tributaries are classified as “AA”, a designation reserved for very high quality waterways. No discharge of any waste or wastewater will be permitted to the reservoir or its tributary streams.
- B. The Purchaser shall comply with regulations from the Department of Health, Rules and Regulations of the State Board of Health Regarding Public Water Systems (WAC 246-290) and Department of Ecology Water Quality Standards for Waters of the State of Washington (WAC 173-201).

II. PURCHASER REQUIREMENTS

- A. Compliance. The Purchaser shall comply with the restrictions, requirements and methods listed below and it shall be the Purchaser’s responsibility to ensure that workers are fully aware of the importance of maintaining high water quality in the watershed. All workers shall be familiar with these water quality protection specifications and understand that violation may be grounds for dismissal and/or Contract termination.
 - 1. Site Requirements. The Purchaser shall, where applicable, divert clean water around construction sites and yard areas to reduce the amount of water subject to contamination. Temporary ditches, culverts and dikes may be used. Purchaser shall disturb areas no larger than necessary for work yards and construction areas.
 - 2. The Purchaser shall not discharge waste of any type into the Lake Chaplain Reservoir or its tributaries.
 - 3. Purchaser shall regularly instruct workers of the importance of maintaining sanitary conditions in the watershed and complying with specifications as they pertain to water quality protection. The Purchaser shall make a copy of these specifications available to all workers in the watershed.

4. Purchaser shall not draw, dip or pump water from the Reservoir or its tributaries for drinking, culinary or other construction purposes without the written approval of the City's Contract Administrator.
5. Domestic animals are not permitted on the work site or in vehicles.
6. Swimming or other water contact activities are not permitted in the watershed. The Purchaser shall discharge any worker violating this rule.
7. To the extent practical refueling and servicing of construction equipment shall be performed outside the watershed. When necessary to bring or dispense fuel, lubricants or other petroleum products into the watershed to service construction equipment, it shall be accomplished with the use of a designated refueling truck which has been suitably equipped for this purpose. The location for refueling and servicing of construction equipment shall be approved by the City's Contract Administrator prior to starting construction work. The cleanliness, condition, suitability and use of the refueling truck shall be subject to review by the City's Contract Administrator.
8. During transfer of fuels from one container or vehicle to another, a competent operator shall be on-site to oversee the operation. Dispensing devices shall automatically shut off when the container is full. No overflows or spillage will be allowed. Condensation siphoned from fuel tanks shall not be discharged onto the ground or the surface waters. It shall be collected and disposed of off-site by the purchaser. Storage tanks shall be structurally capable of holding the full contents without leakage. Excessive rust, perforations, holes, splits, *et cetera*, on tanks will not be permitted. The fuel trucks shall be labeled or marked as such and shall carry a minimum of one 5-gallon bucket with lid, one shovel and oil absorptive pads for use in the event of a spill. Fueling of equipment shall not take place where spillage could contaminate the water of Lake Chaplain, tributaries and streams except as approved by the City's Contract Administrator.
9. All stationary equipment shall be stored in a designated storage and maintenance area. This includes generators, compressors and engine-driven pumps in addition to other equipment while not in use such as backhoes, loaders, dozers, trucks and other construction vehicles. Each equipment item to be left overnight shall have an oil absorbent pad placed beneath it and reasonable measures taken to protect against vandalism.
10. Soiled pads shall be replaced as often as necessary to preclude runoff of water containing sheens. Pads need to be picked up immediately when equipment is moved. Also, when the equipment is moved, any contaminated soil beneath it shall be excavated to a minimum depth of 6 inches and disposed of off-site by the Purchaser.
11. Petroleum products or waters containing sheens or rainbows shall not be discharged or be permitted to drain into the Reservoir. Spillage shall be mopped up immediately. Absorbent material and spillage shall be disposed of off-site by the Purchaser.

12. In the event of repair or routine maintenance such as oil changes or adjustment of hydraulic gear, equipment shall be moved to a designated storage and maintenance location agreed to by City's Contract Administrator.
13. Particular attention shall be given to housekeeping practices in the watershed. The area shall be kept free of trash, oily rags, empty containers etc. All extraneous or partially full containers of petroleum products or other chemicals shall be removed from the watershed at the end of each day.
14. Sanitary facilities provided by the City and rubbish containers provided by the Purchaser shall be located at all work sites and all locations where workers gather prior to start of work or shift changes. Sanitary facilities shall be maintained by the City in a clean and sanitary condition and shall be serviced regularly to prevent spillage or undue odors. All personnel shall be required to exclusively use the sanitary facilities. Notice shall be given that offenders will be dismissed and shall not be rehired for work on this Contract. Rubbish containers will have watertight lids, will be lined with plastic and will not be permitted to overflow. Whenever possible, sanitary facilities and rubbish containers shall be located, so that should a spill occur, it will drain away from the Reservoir.
15. Stockpiles of construction materials such as explosives and other potential pollutants shall be stored and protected from the effects of weather and surface runoff.

B. Earthwork.

1. The Purchaser shall exercise judgment and skill in carrying out all earthwork-related activities due to the turbidity threat they pose to water quality. All work shall be within accepted standards of good practice for environmentally sensitive locations and as specified.
2. Constructed slopes whether temporary or permanent shall be constructed as shown on the Road Plan and/or as dictated by safe practice.
3. The Purchaser shall conduct work activities under the premise that an intense precipitation event can occur at any time and preventive measures should be taken to protect against erosion. Temporary erosion control shall be installed prior to start of earthwork activities.
4. Drainage shall be arranged to avoid concentration of runoff. Preference shall be given to longer, less direct drainage paths to existing waterways utilizing overland flow through undisturbed areas.

C. Emergency Response.

1. Any condition causing or threatening to cause chemicals, petroleum products or large amount of turbid water to enter the Reservoir or natural streams, or an accident such as a vehicle entering the Reservoir will be considered an emergency condition and actions to stop or remove the violating conditions shall be taken immediately.

Purchaser shall contact City's Contract Administrator or Water Filtration Plant Personnel immediately. Purchaser shall have a list of emergency phone numbers readily available at all times. This list shall be coordinated with the City to ensure the inclusion of City required emergency phone numbers.

2. The Purchaser shall provide the City's Contract Administrator with a list of personnel, their addresses and telephone numbers who can be contacted if a spill occurs during the Purchaser's absence.
3. The Purchaser shall immediately notify the City's Contract Administrator or City of Everett Filtration Plant at 425-257-8200 if an emergency condition occurs and maintain contact until the matter is corrected. Containment and clean-up measures are subject to review and approval by the City's Contract Administrator.
4. Purchaser shall provide and maintain at each active worksite an Emergency Oil spill kit with enough capacity to effectively control a container or equipment leak and to contain & recover a hazardous materials spill equal to the largest single on-site storage container volume. The Spill Kit shall be kept in a clearly labeled, waterproof container and include (but not limited to) the following items in appropriate quantities:
 - Shovel
 - Screened pitchfork
 - Flashlight including batteries
 - 5-gallon containers with lids
 - Oil absorbent pads/oil absorbent pellets
 - 30 gallon Plastic garbage bags

S-10 Fire Hazardous Conditions

Purchaser acknowledges that operations under this Contract may increase the risk of fire. Purchaser shall conduct all operations with the use of the highest degree of care to prevent uncontrolled fires from starting.

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

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

S-50 Cessation of Operations for Low Humidity

During the "closed season", as determined by Washington State Department of Natural Resources, when the humidity is thirty percent (30%) or lower on the sale area, all operations must cease.

S-60 Pump Truck or Pump Trailer

Purchaser shall provide a fully functional pump truck and/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 City and shall provide trained personnel to operate this equipment on the sale area during all operating periods.

S-80 Watchman

During the "closed season" or as extended by the City, on days when the class of day is 3L or above, Purchaser shall provide a watchman for an additional one hour more than required by WAC 332-24-005 and WAC 332-24-405. Watchman shall be capable of operating fire equipment and taking effective action upon any fire on the operation.

S-130 Hazardous Materials

a. Hazardous Materials and Waste - Regulatory Compliance

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

b. Hazardous Materials Spill Prevention

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

c. Hazardous Materials Spill Containment, Control and Cleanup

If safe to do so, Purchaser shall take immediate action to contain and control all hazardous material spills. Purchaser shall ensure that enough quick response spill kits capable of absorbing 4 to 6 gallons of oil, coolant, solvent or contaminated water are available on site to quickly address potential spills from any piece of equipment at all times throughout active operations. If large quantities of bulk fuel/other hazardous materials are stored on site, Purchaser must be able to effectively control a container leak and contain & recover a hazmat spill equal to the largest single on site storage container volume.

d. Hazardous Material Release Reporting

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

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

City Contract Administrator, Mike Olson - 360-631-7606 ext. 6 or City of Everett Filtration Plant 24 hours a day at 425-527-8200.

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

S-131 Refuse Disposal

All Purchaser generated refuse, including petroleum products, shall be removed from City Property in accordance with the City's Water Quality Protection Specifications Dated 6/1/2011. All material must be removed 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 safe manner and all loads or loose materials shall be covered/secured such that these waste materials are properly contained during transport.

SECTION D: DAMAGES

D-10 Liquidated Damages

This clauses in the DAMAGES section of this Contract provides for payments by Purchaser to the City for certain breach of the terms of this Contract. These payments are agreed to as liquidated damages and not as penalties. They are reasonable estimates of anticipated harm to the City caused by Purchaser's breach due to the difficulty of proving loss and the inconvenience or non-feasibility of obtaining an adequate remedy. They also recognize Purchaser's need for more certainty in assessing its responsibilities under this Contract.

D-21 Failure to Remove Forest Products

Purchaser's failure to remove all or part of the Forest Products sold in this Contract prior to the expiration of the Contract term results in substantial injury to the City. The value of the Forest Products sold at the time of breach is not readily ascertainable. Purchaser's failure to perform disrupts the City's management plans, the actual cost of which is difficult to assess.

A resale involves additional time and expense and is not an adequate remedy. Therefore, Purchaser agrees to pay the City as liquidated damages a sum calculated using the following formula:

$$LD = (0.35 \times V) - ID - P + C + A$$

Where:

LD = Liquidated Damage Value

V = The unremoved value at the date of breach of Contract. This value is the Total Estimated Value of Sale, less the total removed tonnage(s) to date multiplied by the Contract payment rates.

ID = Initial Deposit paid at date of Contract that has not been applied to timber payments

P = Advance payments received but not yet applied to specific Contract requirements.

C = Charges assessed for Contract requirements completed prior to breach of Contract but not paid for

A = Administrative fee of Two Thousand Five Hundred Dollars (\$2,500.00)

The above formula reflects the Purchaser's forfeiture of the initial deposit in accordance with clause P-11 by deducting the initial deposit from the amount owed. In no event shall the liquidated damages be less than zero. Interest on the liquidated damage is owed from the date of breach until final payment, calculated using the following formula:

$$\text{Interest } (I) = r \times LD \times N$$

Where:

LD = Liquidated Damage Value

I = Interest

r = One percent (1%) per month

N = Number of calendar days from date of breach to time of payment

D-30 Inadequate Log Accountability

Removal of forest products from the sale area without adequate branding and/or valid load tickets attached to the load and scaling forest products in a location other than the facility approved by the City can result in substantial injury to the City. Failure to properly account

for loads and scaling and/or weighing information can result in loss to the City. The potential loss from not having proper branding, ticketing, scaling and/or weighing location and accountability is not readily ascertainable. Purchaser's failure to perform results in a loss of log weight and scale accountability, increases the potential for unauthorized removal of forest products, and increases the City's administration costs, the actual costs of which are difficult to assess.

Enforcement actions for unauthorized removal of forest products for each improperly branded load, improperly ticketed load, lost or unaccounted for tickets, or use of a facility not authorized for this sale or improper submission of scaling data are impractical, expensive, time consuming and are not an adequate remedy. Therefore, Purchaser agrees to pay the City, as liquidated damages, a sum of \$100 each time a load of logs does not have branding as required in the Contract, \$250 each time a load of logs does not have a load ticket as required by the Contract, \$250 each time a load ticket has not been filled out as required by the plan of operations, \$250 each time a load is weighed or scaled at a location not approved as required under this Contract, \$250 each time a log ticket summary report is not submitted properly, and if a third party Log and Load Reporting Service is required, \$250 each time scaling or weight data is not properly submitted to the Log and Load Reporting Service per clause L-071, and \$250 each unused ticket that is not returned to the City, for any reason.

D-40 Leave Tree Excessive Damage

When Purchaser's operations exceed the damage limits set forth in clause H-012, Leave Tree Damage Definition, the trees damaged result in substantial injury to the City. The value of the damaged leave trees at the time of the breach is not readily ascertainable. Therefore, Purchaser agrees to pay the City as liquidated damages at the rate of \$250.00 per tree for all damaged trees in the sale area.

[Signatures on following page]

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

CITY OF EVERETT

PURCHASER

ERICKSON LOGGING AND CONSTRUCTION INC.



Cassie Franklin, Mayor

Kurt Erickson

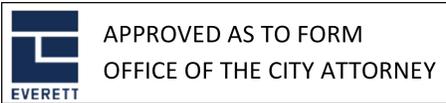
Name: Kurt Erickson

Title: Owner

ATTEST:

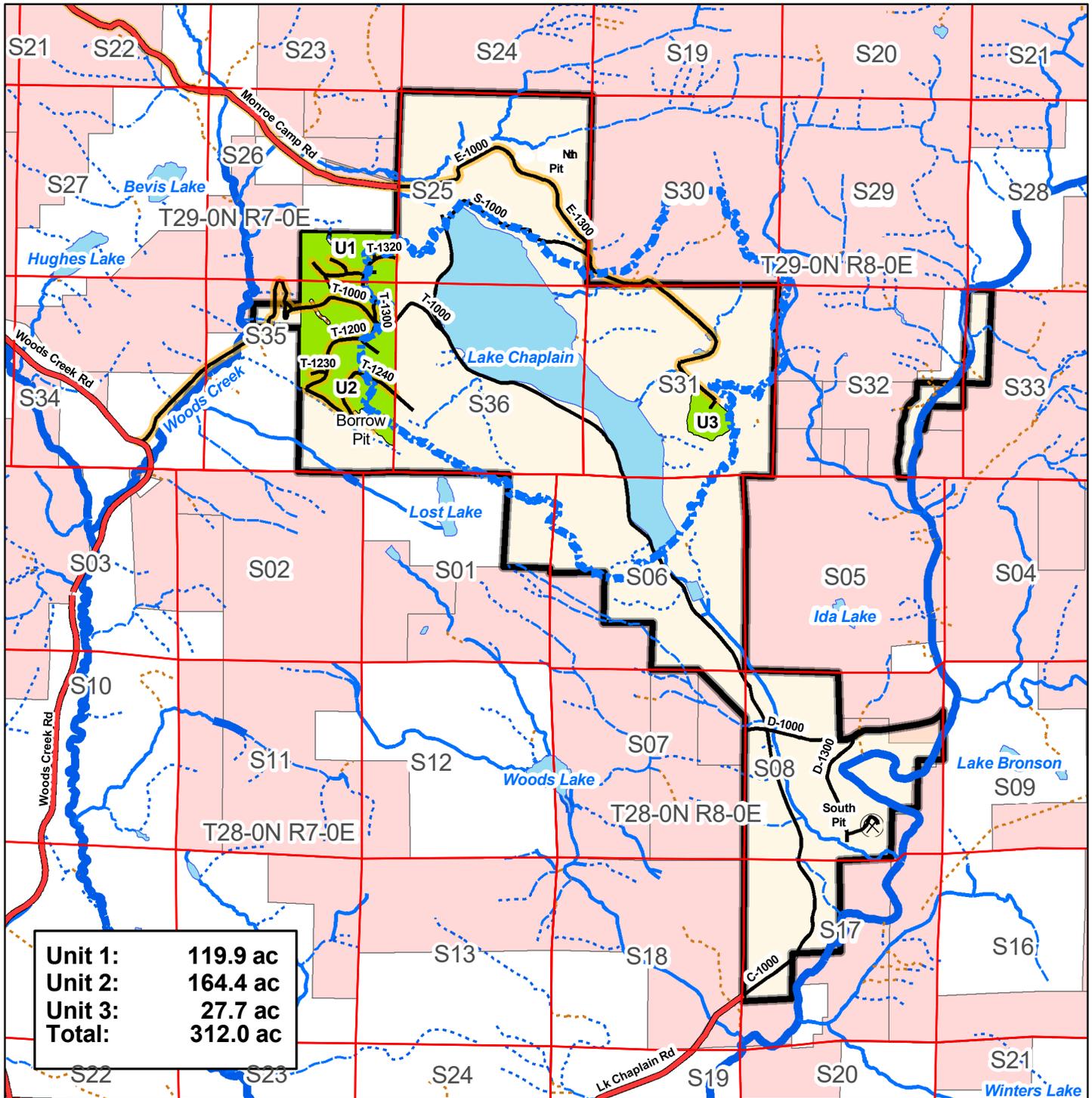


Office of the City Clerk



**EXHIBIT A
TIMBER SALE MAPS**

Timber Sale Overview Map

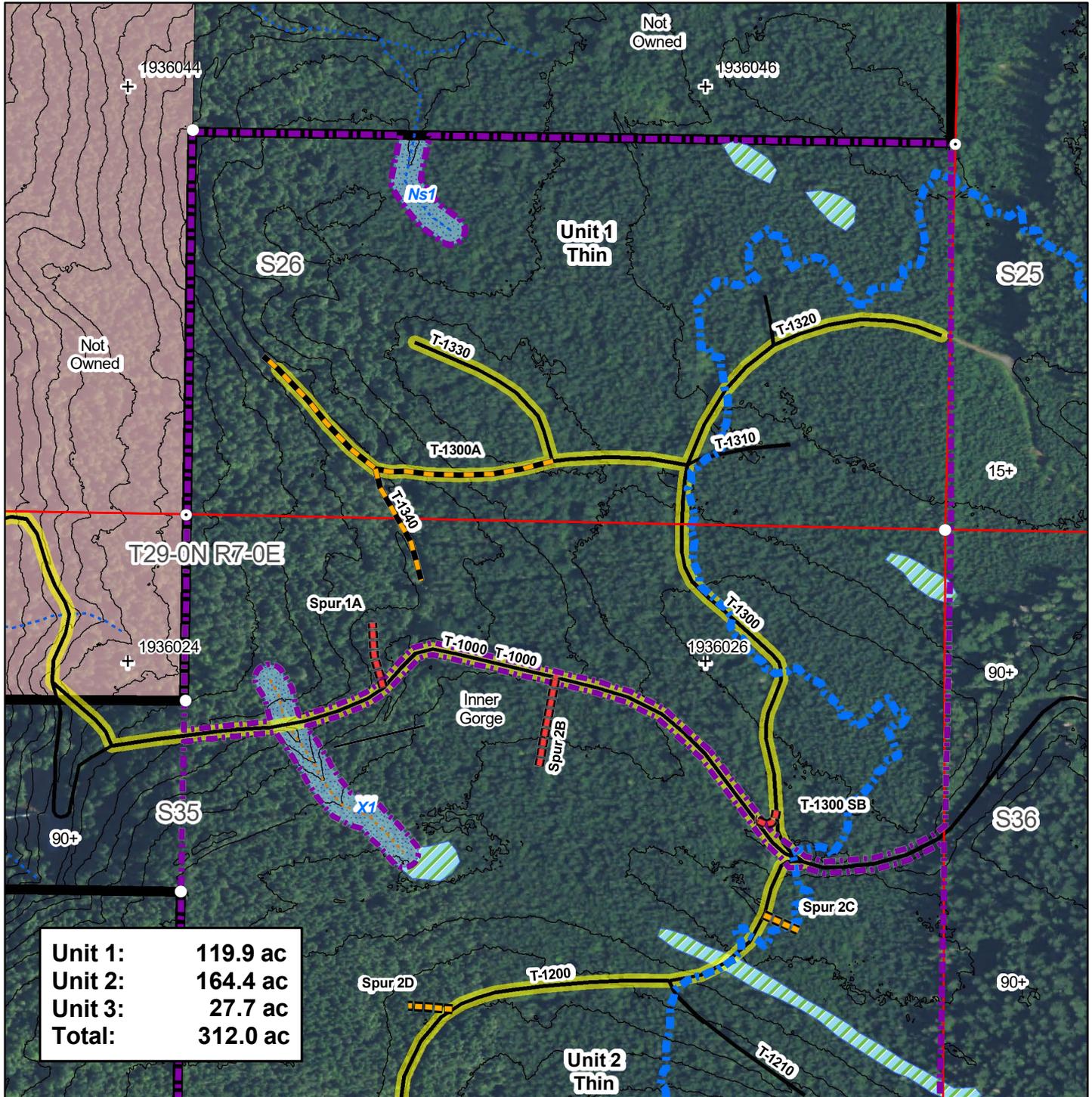


Unit 1:	119.9 ac
Unit 2:	164.4 ac
Unit 3:	27.7 ac
Total:	312.0 ac

Harvest Boundary	Streams	Existing Roads	City of Everett Ownership
S	COUNTY ROAD	Haul Route	WA DNR Ownership
F	Chaplain Watershed		
Np			
Ns			
Non-typed			



Timber Sale Map

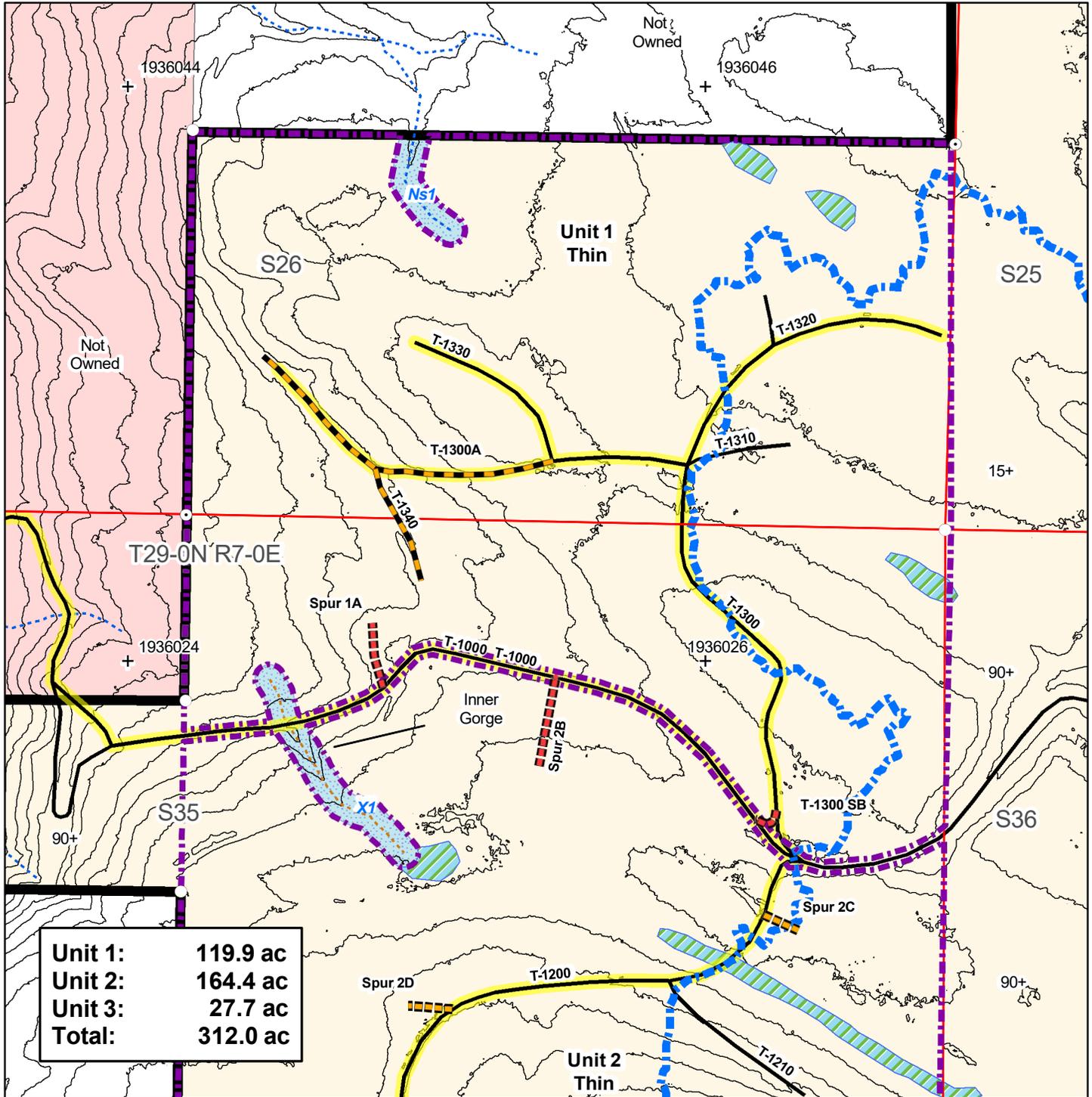


Unit 1:	119.9 ac
Unit 2:	164.4 ac
Unit 3:	27.7 ac
Total:	312.0 ac

Harvest Boundary	Streams	Existing Roads	City of Everett Ownership	Road Construction
Survey Monuments	S	COUNTY ROAD	WA DNR Ownership	Required Construction
DNR Registration Points	F	Haul Route	Forested Wetlands <3 ac	Optional Construction
20' Contour	Np		Forest Practices Wetlands	Optional Reconstruction
RMZs	Ns		Chaplain Watershed	
	Non-typed			



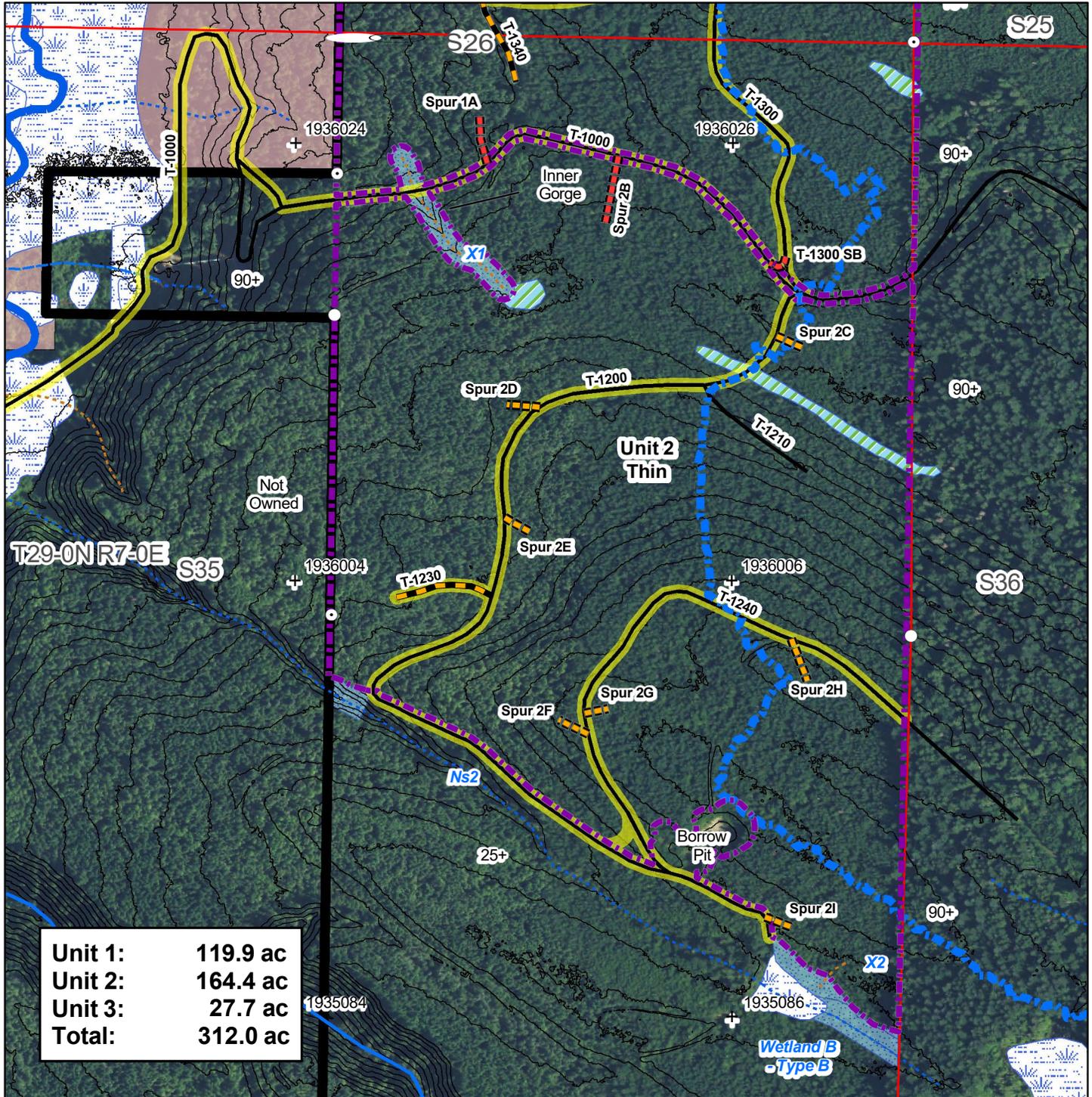
Timber Sale Map



Unit 1:	119.9 ac
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Unit 3:	27.7 ac
Total:	312.0 ac

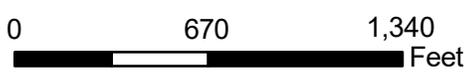
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|-------------------------|----------------|----------------|---------------------------|--------------------------|
| Harvest Boundary | Streams | Existing Roads | City of Everett Ownership | Road Construction |
| Survey Monuments | S | COUNTY ROAD | WA DNR Ownership | Required Construction |
| DNR Registration Points | F | Haul Route | Forested Wetlands <3 ac | Optional Construction |
| 20' Contour | Np | | Forest Practices Wetlands | Optional Reconstruction |
| RMZs | Ns | | Chaplain Watershed | |
| | Non-typed | | | |



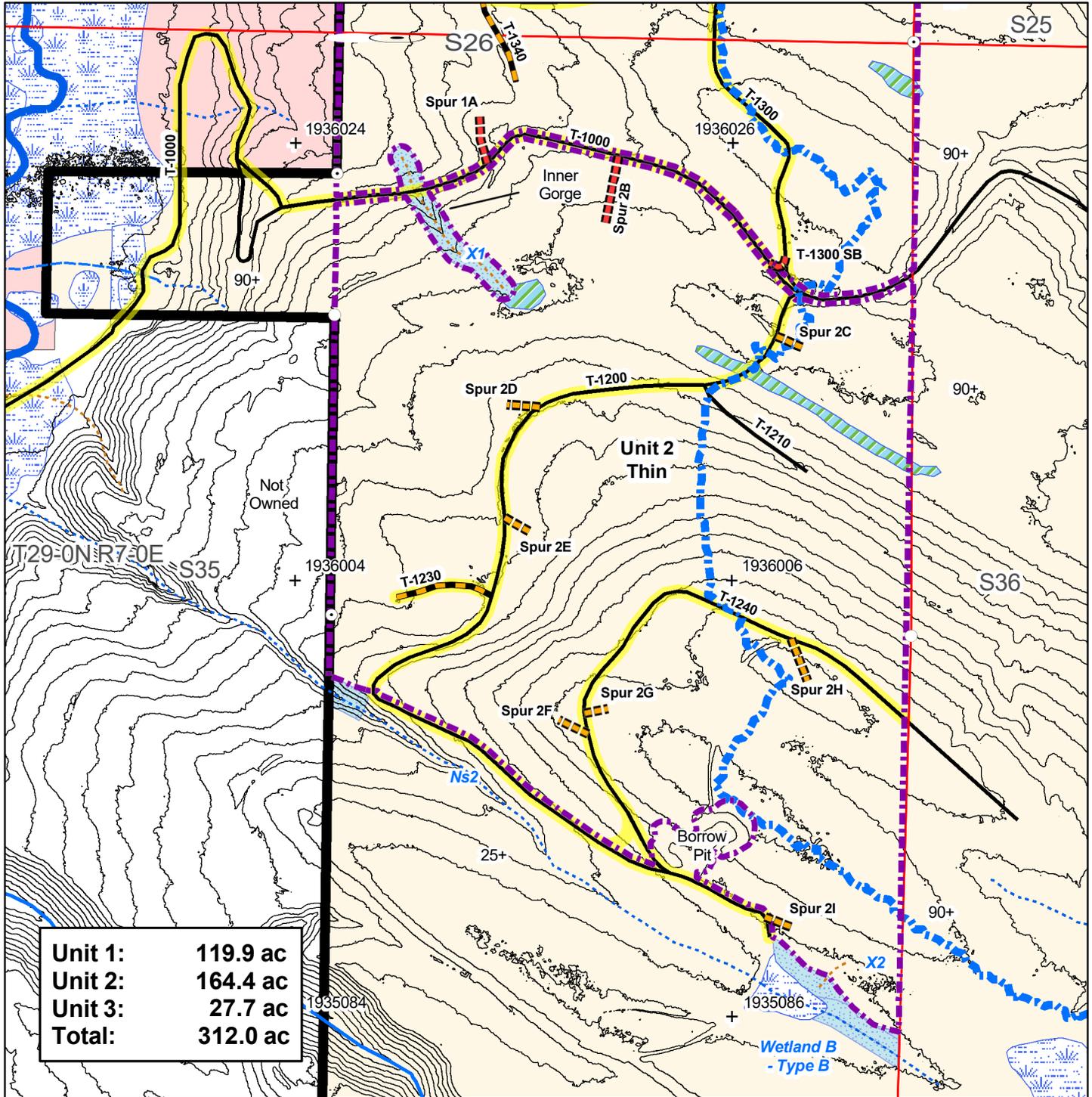


Unit 1:	119.9 ac
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Unit 3:	27.7 ac
Total:	312.0 ac

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Survey Monuments	S	COUNTY ROAD	WA DNR Ownership	Required Construction
DNR Registration Points	F	Haul Route	Forested Wetlands <3 ac	Optional Construction
20' Contour	Np		Forest Practices Wetlands	Optional Reconstruction
RMZs	Ns		Chaplain Watershed	
	Non-typed			

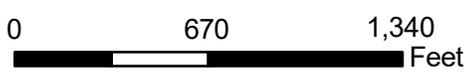


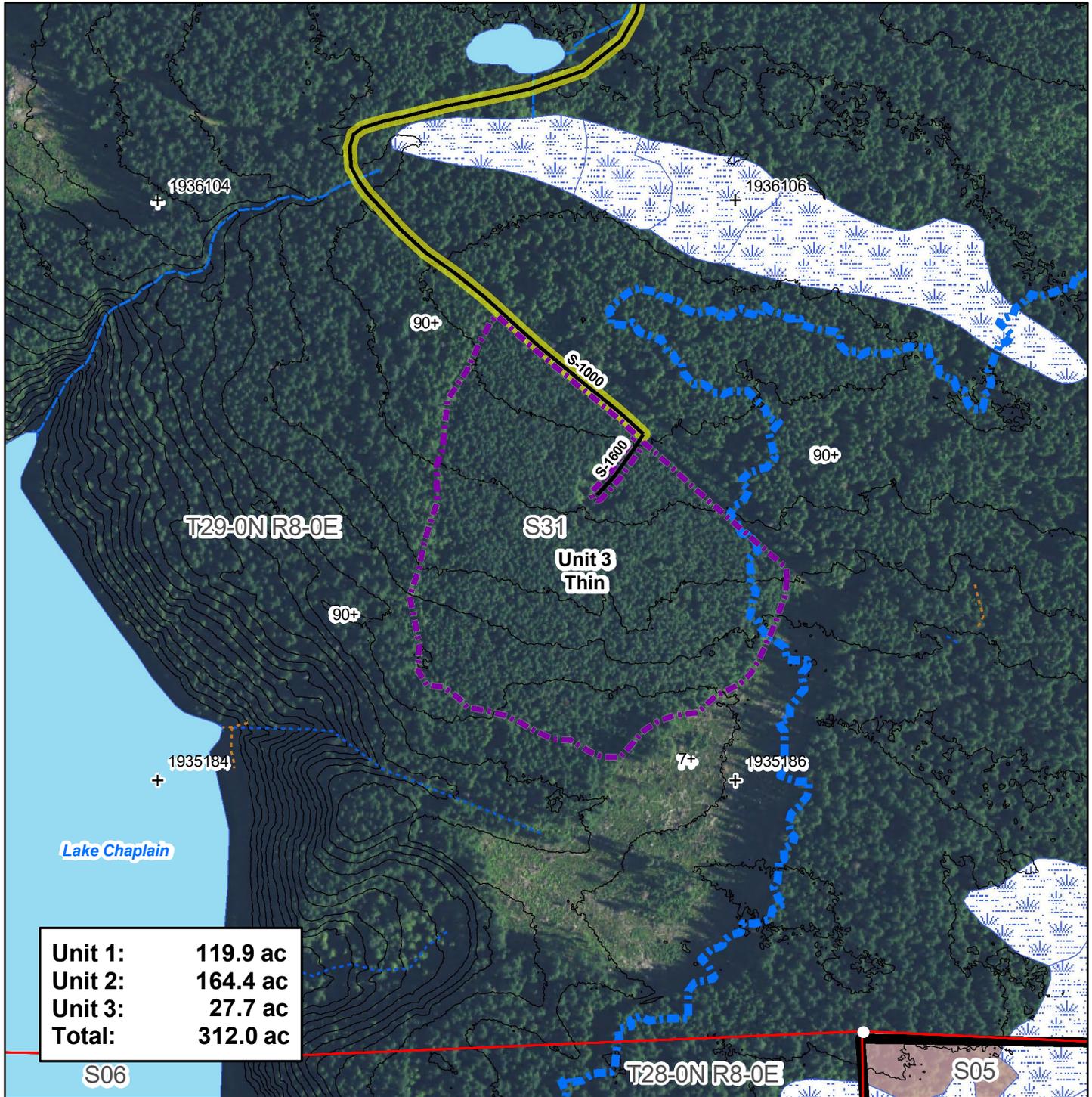
Timber Sale Map



Unit 1:	119.9 ac
Unit 2:	164.4 ac
Unit 3:	27.7 ac
Total:	312.0 ac

Harvest Boundary	Streams	Existing Roads	City of Everett Ownership	Road Construction
Survey Monuments	S	COUNTY ROAD	WA DNR Ownership	Required Construction
DNR Registration Points	F	Haul Route	Forested Wetlands <3 ac	Optional Construction
20' Contour	Np		Forest Practices Wetlands	Optional Reconstruction
RMZs	Ns		Chaplain Watershed	
	Non-typed			



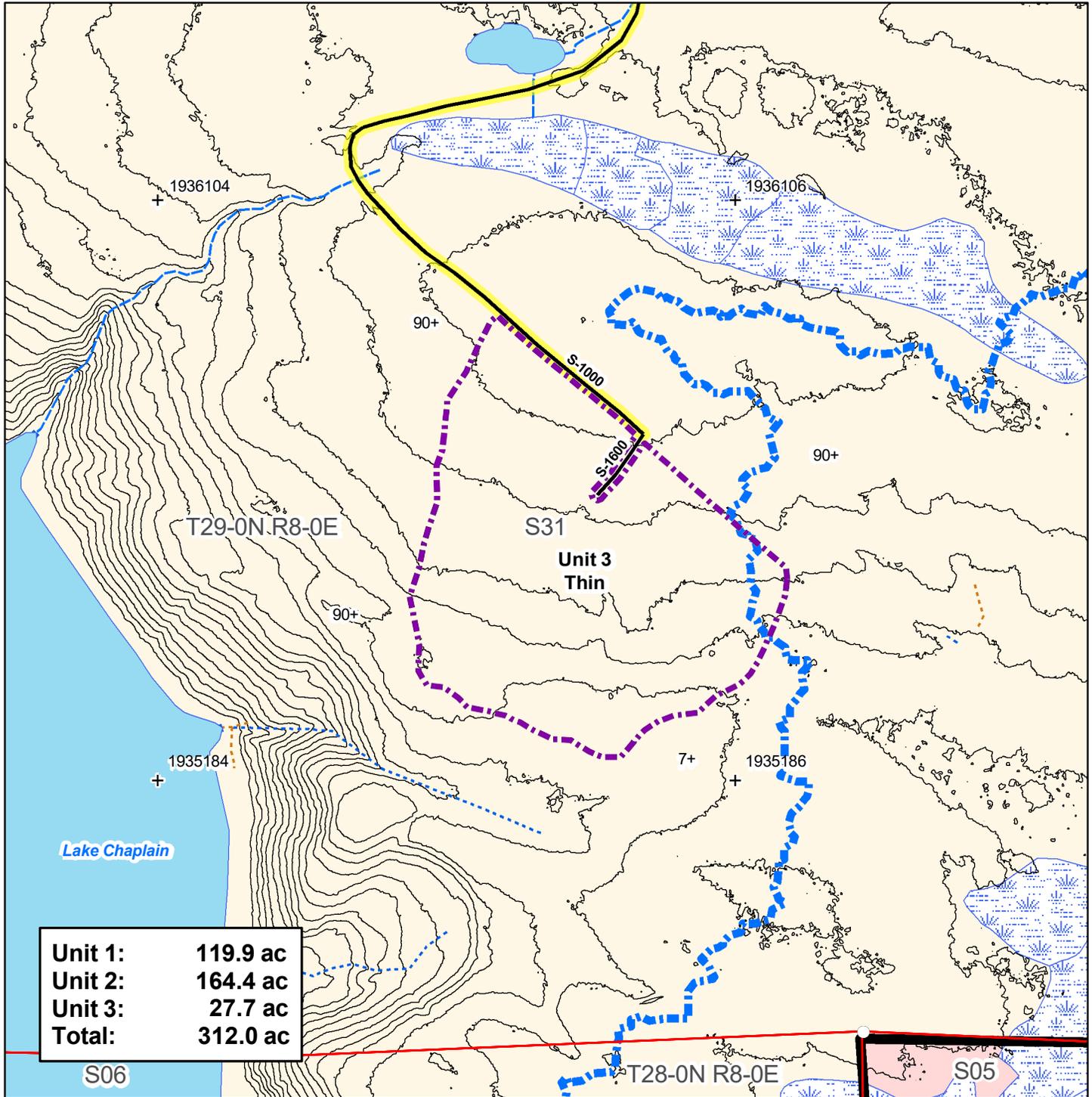


Unit 1:	119.9 ac
Unit 2:	164.4 ac
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Total:	312.0 ac

- | | | | | |
|-------------------------|----------------|----------------|---------------------------|--------------------------|
| Harvest Boundary | Streams | Existing Roads | City of Everett Ownership | Road Construction |
| Survey Monuments | S | COUNTY ROAD | WA DNR Ownership | Required Construction |
| DNR Registration Points | F | Haul Route | Forested Wetlands <3 ac | Optional Construction |
| 20' Contour | Np | | Forest Practices Wetlands | Optional Reconstruction |
| RMZs | Ns | | Chaplain Watershed | |
| | Non-typed | | | |



Timber Sale Map



- | | | | | |
|-------------------------|----------------|----------------|---------------------------|--------------------------|
| Harvest Boundary | Streams | Existing Roads | City of Everett Ownership | Road Construction |
| Survey Monuments | S | COUNTY ROAD | WA DNR Ownership | Required Construction |
| DNR Registration Points | F | Haul Route | Forested Wetlands <3 ac | Optional Construction |
| 20' Contour | Np | | Forest Practices Wetlands | Optional Reconstruction |
| RMZs | Ns | | Chaplain Watershed | |
| | Non-typed | | | |



EXHIBIT B
THINNING PRESCRIPTION-

Thinning Prescription: **Unit 1 (Stand X-01; Smallwood Thin),**
 Unit 2 (Stand X-02; Smallwood Thin),
 Unit 3 (Stand Chaplain 3; Smallwood Thin)

- Purchaser shall leave a residual stand that will achieve the following evenly distributed across each unit:

Average spacing of 16 feet x 16 feet (~170 residual trees per acre)

To accomplish this prescription, fallers shall harvest trees starting with smallest diameter trees working up to the larger trees (thin from below), with no trees over 14 inches DBH to be cut. The following take tree preference shall be followed to achieve the desired residual stand spacing:

- 1) All hardwood species
- 2) Western Hemlock
- 3) Defective or diseased Douglas-fir
- 4) Smallest diameter Douglas-fir

- Examples of defect are trees with broken tops and little canopy, well developed spike knots, and highly sinuous forms which should be prioritized for take.
- Where the prescription would leave an opening greater than 30 feet in diameter, the Purchaser must leave a conifer take tree from the largest diameter, largest crown class that has the best form and is undamaged.
- **Western redcedar is not to be cut** without prior approval of the Contract Administrator (CA). Only trees necessary to facilitate harvest operations, such as corridors and skid trails, or those which pose safety hazards shall be considered for approval.
- No trees over **14 inches DBH** shall be cut without prior approval of the Contract Administrator (CA). Only trees necessary to facilitate harvest operations, such as corridors and skid trails, or those which pose safety hazards shall be considered for approval.

**EXHIBIT C
ROAD PLAN**

Russula Commercial Thin

Road Plan

April 5, 2024

ROAD CLAUSES

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, permitted through **FPA# 2819244**. All requirements of these permits shall follow Forest Practice Rules.
- 0-2 REQUIRED ROADS: The specified work on the following roads is required.

ROAD	STATIONS	ACTION
Spur 1A	2+05	CONSTRUCT
Spur 2B	2+85	CONSTRUCT
T-1300 Switchback	1+50	CONSTRUCT
T-1300A	11+80	CONSTRUCT
E-1000	32+58	MAINTENANCE
E-1300	41+89	MAINTENANCE
S-1000	75+08	MAINTENANCE
S-1600	2+80	MAINTENANCE
T-1000	99+16	MAINTENANCE
T-1200	53+06	MAINTENANCE
T-1210	5+55	MAINTENANCE
T-1240	27+90	MAINTENANCE
T-1300	20+30	MAINTENANCE
T-1310	4+00	MAINTENANCE
T-1320	11+25	MAINTENANCE
T-1321	1+95	MAINTENANCE
T-1330	6+70	MAINTENANCE

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

ROAD	STATIONS	ACTION
Spur 2C	1+30	CONSTRUCT
Spur 2D	1+30	CONSTRUCT
Spur 2E	1+40	CONSTRUCT
Spur 2F	1+30	CONSTRUCT
Spur 2G	1+20	CONSTRUCT
Spur 2H	2+20	CONSTRUCT
Spur 2I	1+55	CONSTRUCT
T-1230	4+55	CONSTRUCT

T-1340	4+50	CONSTRUCT
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0-4 CONSTRUCTION: Construction includes, but is not limited to clearing, grubbing, excavation and embankment to sub-grade, full bench end-haul, landing and turnout construction, culvert installation, culvert removal, geotextile installation, drill and shoot, application of 3-inch-minus ballast rock or gravel ballast.

SECTION 1 - GENERAL CLAUSES

1-1 ROAD PLAN CHANGES: If the Purchaser desires a change from this road plan including, but not limited to relocation, extension, change in design, or adding roads; a revised road plan shall be submitted, in writing, to the Contract Administrator for consideration. The City must approve the submitted plans before road work begins.

1-2 UNFORESEEN CONDITIONS: Quantities established in this road plan are minimum acceptable values. Additional quantities required by the City due to unforeseen conditions or Purchaser's choice of construction season or techniques shall be at the Purchaser's expense. Unforeseen conditions include, but are not limited to, solid subsurface rock, subsurface springs, saturated ground, and unstable soils.

1-3 ROAD DIMENSIONS: Unless controlled by construction stakes, road work shall be performed in accordance with the dimensions shown on the TYPICAL SECTION SHEET and the specifications within this road plan.

1-4 ROAD TOLERANCES: Road work shall be performed within the tolerance listed below. The tolerance class for each road is listed on the TYPICAL SECTION SHEET.

Tolerance Class	ft.
Road and Subgrade Width (feet)	+1.5
Subgrade Elevation (feet +)	0.25
Centerline alignment (feet lt./rt.)	1.0

1-6 ORDER OF PRECEDENCE: Any conflict or inconsistency in the road plan shall be resolved by giving the documents precedence in the following order:

1. Permit conditioning.
2. Designs or Plans. On designs and plans, figured dimensions shall take precedence over scaled dimensions.
3. Road Plan Clauses.
4. Typical Section Sheet.

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

1-21 HAUL APPROVAL: Purchaser shall not use roads under this Road Plan for hauling, other than timber cut on the right-of-way, without written approval from the Contract administrator.

1-25 ACTIVITY TIMING RESTRICTION: The specified activities are not permitted during the listed closure period(s) unless authorized in writing by the Contract Administrator.

ROAD	STATIONS	ACTIVITY	CLOSURE PERIOD
	ALL	Rock hauling, construction, or abandonment	November 1 to March 30

- 1-26 OPERATING DURING CLOSURE PERIOD: If permission is granted to operate during a closure period listed in Clause 1-25 ACTIVITY TIMING RESTRICTION the Purchaser shall provide a maintenance plan to include further protection of City resources. The Contract Administrator must approve the maintenance plan in writing, and preventative measures shall be put in place, before operation in the closure period. The Purchaser shall be required to maintain all haul roads at their own expense including those listed in Contract Clause C-60 DESIGNATED ROAD MAINTAINER. If other operators are using, or desire to use these designated maintainer roads, a joint operating plan shall be developed. All parties shall follow this plan.
- 1-29 SEDIMENT RESTRICTION: Silt-bearing runoff shall not be permitted to go into streams.
- 1-33 SNOW PLOWING RESTRICTION: Snowplowing shall be permitted only after the execution of a SNOW PLOWING AGREEMENT, which is available from the Contact Administrator upon request.

SECTION 2 - MAINTENANCE

- 2-2 ROAD MAINTENANCE – PURCHASER MAINTENANCE: Purchaser shall perform maintenance on roads listed in Contract Clause C-50 PURCHASER ROAD MAINTENANCE AND REPAIR in accordance with FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS.
- 2-3 ROAD MAINTENANCE – DESIGNATED MAINTAINER: Purchaser may be required to perform maintenance on roads listed in Contract Clause C-60 DESIGNATED ROAD MAINTAINER as directed by the Contract Administrator. Maintenance work shall be in accordance with FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS.
- 2-7 CLEANING DITCHES, HEADWALLS, AND CATCH BASINS: Purchaser shall clean the ditchlines, culvert headwalls, and catch basins. Work shall be completed before application of rock and shall be done in accordance with the TYPICAL SECTION.

SECTION 3 – CLEARING, GRUBBING, AND DISPOSAL

- 3-5 CLEARING: Fell all vegetative material larger than 2 inches DBH or over 5 feet high between the marked right-of-way boundaries or if not marked in the field, between the clearing limits specified on the TYPICAL SECTION SHEET. Clearing shall be completed before starting excavation and embankment.
- 3-10 GRUBBING: Remove all stumps between the grubbing limits specified on the TYPICAL SECTION SHEET. Those stumps outside the grubbing limits but with undercut roots shall also be removed. Grubbing shall be completed before starting excavation and embankment.
- 3-20 ORGANIC DEBRIS DEFINITION: Organic debris is defined as all vegetative material not eligible for removal by Contract Clause G-10 PRODUCTS SOLD AND SALE AREA that is larger than one cubic foot in volume within the clearing limits as shown on the TYPICAL SECTION SHEET.
- 3-21 DISPOSAL COMPLETION: All disposal of organic debris shall be completed before the application of rock.
- 3-23 PROHIBITED DISPOSAL AREAS: Organic debris shall not be deposited in the following areas:
- Within 30 feet of a cross drain culvert.
 - Within 30 feet of a live stream, or wetland.
 - On embankments.

- On slopes greater than 40%.
- Within the operational area for cable landings where debris may shift or roll.
- On locations where brush will fall into the ditch or onto the road surface.
- Against standing timber.

3-24 BURYING ORGANIC DEBRIS RESTRICTED: Organic debris shall not be buried unless otherwise stated in this plan.

3-25 SCATTERING ORGANIC DEBRIS: Organic debris shall be scattered outside of the clearing limits in natural openings unless otherwise detailed in this road plan.

SECTION 4 - EXCAVATION

4-2 PIONEERING: Pioneering shall not extend past construction that will be completed during the current construction season. Pioneering shall not extend more than 500 feet beyond completed construction unless approved in writing by the Contract Administrator. In addition, the following actions shall be taken as pioneering progresses:

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

4-3 ROAD GRADE AND ALIGNMENT STANDARDS: The following road grade and alignment standards shall be followed:

- Grade and alignment shall have smooth continuity, without abrupt changes in direction.
- Maximum grade shall not exceed 18 percent favorable and 15 percent adverse.
- Minimum curve radius is 50 feet at centerline.
- Sag vertical curves shall not have a grade change greater than 5% in 100 feet.
- Crest vertical curves shall not have a grade change greater than 4% in 100 feet.

4-5 CUT SLOPE RATIO: Excavation slopes shall be constructed no steeper than shown on the following table:

Material Type	Excavation Slope Ratio	Excavation Slope Percent
Common Earth (on side slopes to 55%)	1:1	100%
Fractured or Loose Rock	½:1	200%
Hardpan or Solid Rock	¼:1	400%

4-6 EMBANKMENT SLOPE RATIO: Unless construction staked or designed embankment slopes shall be constructed no steeper than shown on the following table:

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

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- 4-7 SHAPING CUT AND FILL SLOPE: Excavation and embankment slopes shall be constructed to a uniform line and left rough for easier revegetation.
- 4-8 CURVE WIDENING: The minimum widening placed on the inside of curves is:
- 6 feet for curves of 50 to 79 feet radius.
 - 4 feet for curves of 80 to 100 feet radius.
- 4-9 EMBANKMENT WIDENING: The minimum embankment widening is:
- 2 feet for embankment heights at centerline of 2 to 6 feet.
 - 4 feet for embankment heights at centerline of greater than 6 feet.
- Embankment widening shall be applied equally to both sides of the road to achieve the required width.
- 4-12 FULL BENCH CONSTRUCTION: Where side slopes exceed 50% full bench construction shall be utilized for the entire subgrade width except as construction staked or designed.
- 4-21 TURNOUTS: Turnouts shall be intervisible with maximum of 1,000 feet between turnouts unless shown otherwise on drawings. Locations shall be adjusted to fit the final subgrade alignment and sight distances. Turnout locations shall be subject to written approval by the Contract Administrator. Minimum dimensions are shown on the TYPICAL SECTION SHEET.
- 4-25 DITCH CONSTRUCTION AND RECONSTRUCTION: The Purchaser shall construct ditches into the subgrade as specified on the TYPICAL SECTION SHEET. Excavated slopes shall be consistent with Clause 4-5 CUT SLOPE RATIO. Ditches shall be constructed concurrently with construction of the subgrade.
- 4-28 DITCH DRAINAGE: Ditches shall drain to cross-drain culverts and ditchouts.
- 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: Waste material may be sidecast on side slopes up to 50% if the waste material is compacted and free of organic debris. On side slopes greater than 50%, all excavation shall be end hauled or pushed to designated embankment sites and waste areas. All end haul material shall be placed in a specific location in the South Pit specified by the Contract Administrator.
- 4-38 PROHIBITED WASTE DISPOSAL AREAS: Waste material shall not be deposited in the following areas, except as otherwise specified in this plan:
- Within 30 feet of a cross drain culvert.
 - Within 30 feet of a live stream or wetland.
 - In locations that interfere with the construction of the road prism.
 - In locations that impede drainage.
 - Against standing timber.
 - Outside the clearing limits.
- 4-55 ROAD SHAPING: The road subgrade and surface shall be shaped as shown on the TYPICAL SECTION SHEET. The subgrade and surface shape shall ensure runoff in an even, un-concentrated manner, and shall be uniform, firm, and rut-free.

- 4-60 FILL COMPACTION: All embankment and waste material shall be compacted by routing equipment over the entire width of each lift.
- 4-61 SUBGRADE COMPACTION: Constructed subgrades shall be compacted by routing equipment over the entire width.

SECTION 5 - DRAINAGE

- 5-5 CULVERTS: Culverts shall be installed as part of this contract. Culverts shall be installed concurrently with subgrade work and shall be installed before subgrade compaction and rock application. Culvert locations and the minimum requirements for culvert length and diameter are designated on the MATERIALS LIST. Culvert, downspout, and flume lengths shall be adjusted to fit as-built conditions and shall not terminate directly on unprotected soil. Culverts shall be new and meet the material specifications in Clauses 10-15 through 10-23.
- 5-11 UNUSED MATERIALS CITY PROPERTY: On required roads, any materials listed on the MATERIALS LIST that are not installed shall become the property of the City. Purchaser shall stockpile materials as directed by the Contract Administrator.
- 5-15 CULVERT INSTALLATION: Installation shall be in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL and the National Corrugated Metal Pipe Association's "Installation Manual for Corrugated Steel Drainage Structures."
- 5-16 APPROVAL FOR LARGER CULVERT INSTALLATION: Installation of culverts 36 inches in diameter and over shall be subject to written approval by the Contract Administrator before making backfill.
- 5-17 CROSS DRAIN SKEW AND SLOPE: Cross drains, on road grades in excess of 3%, shall 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 shall not be skewed. Cross drain culverts shall be installed at a slope steeper than the incoming ditch grade, but not less than 3% or more than 10%.
- 5-25 CATCH BASINS: Catch basins shall be constructed to resist erosion in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL. Minimum dimensions of catch basins are 2 feet wide and 4 feet long with backslopes consistent with Clause 4-5 CUT SLOPE RATIO.
- 5-26 HEADWALLS FOR CROSS DRAIN CULVERTS: Headwalls shall be constructed in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL at all cross drain culverts. Rock used for headwalls shall weigh at least 50 pounds. Rock shall be placed on shoulders, slopes, and around culvert inlets and outlets. Rock shall not restrict the flow of water into culvert inlets or catch basins. No placement by end dumping or dropping of rock shall be allowed.

SECTION 6 – ROCK AND SURFACING

- 6-2 ROCK SOURCE ON CITY LAND: Rock used in accordance with the quantities on the TYPICAL SECTION and MATERIALS LIST may be obtained from the following source(s) on City land at no charge to the Purchaser. Use of material from any other source must have prior written approval from the Contract Administrator. If other operators are using, or desire to use the rock source(s), a joint operating plan shall be developed. All parties shall follow this plan.

Source	Location
North Pit	E-1300 Road, STA 2+40
South Pit	D-1360, STA 10+00

6-5 ROCK FROM COMMERCIAL SOURCE: Rock used in accordance with the quantities on the TYPICAL SECTION SHEET and MATERIALS LIST may be obtained from any commercial source at the Purchaser's expense. Rock sources will be subject to written approval by the Contract Administrator before their use.

6-11 ROCK SOURCE DEVELOPMENT PLAN BY PURCHASER: All rock source development and use shall be in accordance with a written ROCK SOURCE DEVELOPMENT PLAN to be prepared by the Purchaser. The plan is subject to written approval by the Contract Administrator before any rock source development or use. Upon completion of operations, the rock source shall be left in the condition specified in the ROCK SOURCE DEVELOPMENT PLAN, and approved in writing by the Contract Administrator.

Rock source development plans prepared by the Purchaser shall show the following information:

- Rock source location.
- Rock source overview showing access roads, development areas, stockpile locations, waste areas, and floor drainage.
- Rock source profiles showing development areas, bench locations including widths, and wall faces including heights.

6-23 ROCK GRADATION TYPES: Purchaser shall supply manufactured rock in accordance with the types and amounts listed in the TYPICAL SECTION SHEET and MATERIALS LIST. Rock shall meet the following specifications for gradation and uniform quality when placed in hauling vehicles or during manufacture and placement into a stockpile. The exact point of evaluation for conformance to specifications will be determined by the Contract Administrator.

6-34 3-INCH MINUS BALLAST ROCK: Ballast rock shall be 100% equal to, or smaller than, 3 inches in at least one dimension.

Rock shall contain no more than 5 percent organic debris, dirt, and trash. All percentages are by weight.

6-50 LIGHT LOOSE RIPRAP: Riprap shall consist of angular, hard, sound, and durable stone. It shall be free from segregation, seams, cracks, and other defects. Light loose riprap shall be free of rock fines, soil, organic debris or other extraneous material, and shall meet the following requirements:

<u>At Least/Not More Than</u>	<u>Weight Range</u>
20% / 90%	300 lbs. to 1 ton
80% / --	50 lbs. to ½ ton
10% / 20%	50 lbs. max

6-51 HEAVY LOOSE RIPRAP: Riprap shall consist of angular, hard, sound, and durable stone. It shall be free from segregation, seams, cracks, and other defects. Heavy loose riprap shall be free of rock fines, soil, organic debris or other extraneous material, and shall meet the following requirements:

<u>At Least/Not More Than</u>	<u>Weight Range</u>	<u>Size Range</u>
30% / 90%	1 ton to 3 ton	36"- 54"
70% / 90%	500 lbs. to 1 ½ ton	24"- 42"
10% / 30%	50 lbs. max	3"- 8"

- 6-55 **ROCK APPLICATION MEASURED BY COMPACTED DEPTH:** Measurement of specified rock depths, are defined as the compacted depth(s) using the compaction methods required in this road plan. Estimated quantities specified in the TYPICAL SECTION SHEET are loose yards. Purchaser shall apply adequate amounts of rock to meet the specified rock depths. Specified rock depths are minimum requirements, and are not subject to reduction.
- 6-70 **APPROVAL BEFORE ROCK APPLICATION:** Subgrade drainage installation including culvert installation, ditch construction, ditch reconstruction, headwall construction, and headwall reconstruction, shall be completed and approved in writing by the Contract Administrator, before rock application.
- 6-71 **ROCK APPLICATION:** Rock shall be applied in accordance with the specifications and quantities shown on the TYPICAL SECTION SHEET. Rock shall be spread, shaped, and compacted full width concurrent with rock hauling operations. Road surfaces shall be compacted in accordance with the TYPICAL SECTION SHEET by routing equipment over the entire width.
- 6-73 **ROCK FOR WIDENED PORTIONS:** Turnarounds, turnouts, and areas with curve widening shall have rock applied to the same depth and specifications as the traveled way.

SECTION 7 STRUCTURES

- 7-50 N/A.

SECTION 8 EROSION CONTROL

- 8-15 **PUMP-AROUND:** Purchaser must pump live water around construction areas during all in-water activities related to removal of culverts.
- 8-16 **REVEGETATION:** Purchaser shall spread seed on all exposed soils within the grubbing limits resulting from road work activities. Covering of all exposed soils shall be accomplished by manual dispersal of grass seed. Other methods of covering must be approved in writing by the Contract Administrator.
- 8-17 **REVEGETATION TIMING:** The Purchaser shall perform revegetation during the first available opportunity after road work is completed. Soils shall not be allowed to sit exposed for longer than one month without receiving revegetation treatment unless otherwise approved in writing by the Contract Administrator.
- 8-18 **PROTECTION FOR SEED:** Purchaser shall provide a protective cover for seed if revegetation occurs between July 1 and March 31. The protective cover shall consist of, but not be limited to dispersed straw, jute matting, or clear plastic sheets as approved by the Contract Administrator. The protective cover requirement may be waived by the Contract Administrator, in writing, if the Purchaser is able to demonstrate a revegetation plan that will result in the establishment of a uniform dense crop (at least 50% coverage) of 3-inch tall grass by October 31.
- 8-19 **ASSURANCE FOR SEEDED AREA:** The Purchaser shall be responsible to ensure a uniform and dense crop (at least 50% coverage) of 3-inch tall grass. The Purchaser shall reapply the grass seed in areas that have failed to germinate or have been damaged through any cause, before approval from the Contract Administrator. The Purchaser shall restore eroded or disturbed areas, clean up and properly dispose of eroded materials, and reapply the seed at no addition cost to the City.
- 8-25 **GRASS SEED:** Purchaser shall evenly spread the seed mixture listed below on all exposed soil inside the grubbing limits at a rate of 120 pounds per acre of exposed soil. Grass seed shall meet the following specifications:
1. Weed seed shall not exceed 0.5% by weight.

2. All seed species shall have a minimum 90% germination rate, unless otherwise specified.
3. Seed shall be certified free of noxious weeds.
4. Seed shall be furnished in standard containers that show 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 shall conform to the following mixture:

Kind and Variety of Seed in Mixture	% by Weight
Annual Ryegrass	50
Winter Triticale	50

SECTION 9 POST HAUL ROAD WORK

- 9-3 REMOVAL OF CULVERT MATERIAL FROM CITY LAND: Culvert material removed from roads becomes the property of the Purchaser and must be removed from City land.
- 9-10 LANDING DRAINAGE: Purchaser shall provide for drainage of the landing surface as approved, in writing, by the Contract Administrator.
- 9-12 LANDING EMBANKMENT REMOVAL: The Purchaser shall reduce or relocate landing embankment, in a manner approved, in writing, by the Contract Administrator. Excavated material shall be placed in a waste area designated by the Contract Administrator.
- 9-21 ROAD ABANDONMENT: The following road(s) shall be abandoned by the Purchaser before the termination of this contract.

ROAD	STATIONS
Spur 1A	0+00 to 2+05
Spur 2B	0+00 to 2+85
Spur 2C	0+00 to 1+30
Spur 2D	0+00 to 1+30
Spur 2E	0+00 to 1+40
Spur 2F	0+00 to 1+30
Spur 2G	0+00 to 1+20
Spur 2H	0+00 to 2+20
Spur 2I	0+00 to 1+55
S-1600	0+00 to 2+80
T-1210	0+00 to 5+55
T-1230	0+00 to 4+55
T-1300A	0+00 to 14+65
T-1310	0+00 to 4+00
T-1321	0+00 to 1+95
T-1340	0+00 to 4+90

9-22 ABANDONMENT:

- Remove all ditch relief culverts. The resulting slopes shall be 1:1 or flatter. The removed fill material shall be placed and compacted in a location that will not erode into any Typed waters or wetlands.
- Remove all culverts in natural drainages. The resulting slopes shall be 1:1 or flatter. Strive for matching the existing native stream bank gradient. The natural streambed width shall be re-established. The removed fill material shall be placed and compacted in a location that will not erode into any Typed waters or wetlands.
- Transport all removed culverts off site. All removed culverts shall become the property of the Purchaser.
- Construct non-drivable waterbars at natural drainage points and at a spacing that will produce a vertical drop of no more than 20 feet between waterbars and with a maximum horizontal spacing of 400 feet.
- 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.
- Inslope or outslope the road as appropriate.
- Remove bridges and other structures.
- Pull back unstable fill that has potential of failing and entering any Typed waters or wetlands. Removed material shall be placed and compacted in a stable location.
- Remove berms except as designed.
- Block the road by constructing an aggressive barrier of dense interlocked large woody debris (logs, stumps, root wads, etc.) so that four wheel highway vehicles cannot pass the point of abandonment. Typical barrier dimensions are 10 feet high by 20 feet deep, spanning the entire road prism from top of cutslope to toe of fillslope. Long term effectiveness is the primary objective. If necessary construct a vehicular turn-around near the point of abandonment.
- Apply grass seed to all exposed soils resulting from the abandonment work and in accordance with Section 8 EROSION CONTROL.

SECTION 10 MATERIALS

10-3 GEOTEXTILE FOR STABILIZATION: Geotextiles shall meet the following minimum requirements for strength and property qualities, and shall be designed by the manufacturer to be used for stabilization or reinforcement, and filtration. Material shall be free of defects, cuts, and tears.

	ASTM Test	Requirements
Type	--	Woven
Apparent opening size	D 4751	No. 40 max
Water permittivity	D 4491	0.10 sec-1
Grab tensile strength	D 4632	315 lb
Grab tensile elongation	D 4632	50%
Puncture strength	D 6241	620 lb
Tear strength	D 4533	112 lb
Ultraviolet stability	D 4355	50% retained after 500 hours of exposure

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

10-16 CORRUGATED ALUMINUM CULVERT: Aluminum culverts shall meet AASHTO M-196 (ASTM A-745) specifications.

- 10-17 CORRUGATED PLASTIC CULVERT: Polyethylene culverts shall meet AASHTO M-294 specifications, or ASTM F-2648 specifications for recycled polyethylene. Culverts shall be Type S – double walled with a corrugated exterior and smooth interior.
- 10-21 METAL BAND: Metal coupling and end bands shall meet the AASHTO specification designated for the culvert and shall have matching corrugations. On culverts 24 inches and smaller, bands shall have a minimum width of 12 inches. On culverts over 24 inches, bands shall have a minimum width of 24 inches.
- 10-22 PLASTIC BAND: Plastic coupling and end bands shall meet the AASHTO specification designated for the culvert. Only fittings supplied or recommended by the culvert manufacturer shall be used.
- 10-23 GAUGE AND CORRUGATION: Unless otherwise stated in the engineer’s design, metal culverts shall conform to the following specifications for gauge and corrugation as a function of diameter.

Diameter	Gauge	Corrugation
18"	16 (0.064")	2 2/3" x 1/2"
24" to 48"	14 (0.079")	3 2/3" x 1/2"
54" to 96"	14 (0.079")	3" x 1"

SECTION 11 SPECIAL NOTES

FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS

CUTS AND FILLS:

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

SURFACE:

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

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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 dissipators at culvert outlets with non-erodible material or rock.
- Keep ditches, culverts, and other drainage structures clear of obstructions and functioning as intended.
- Inspect and clean culverts at least monthly, with additional inspections during storms and periods of high runoff. This shall be done even during periods of inactivity.

PREVENTATIVE MAINTENANCE:

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

TERMINATION OF USE OR END OF SEASON:

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

DEBRIS:

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

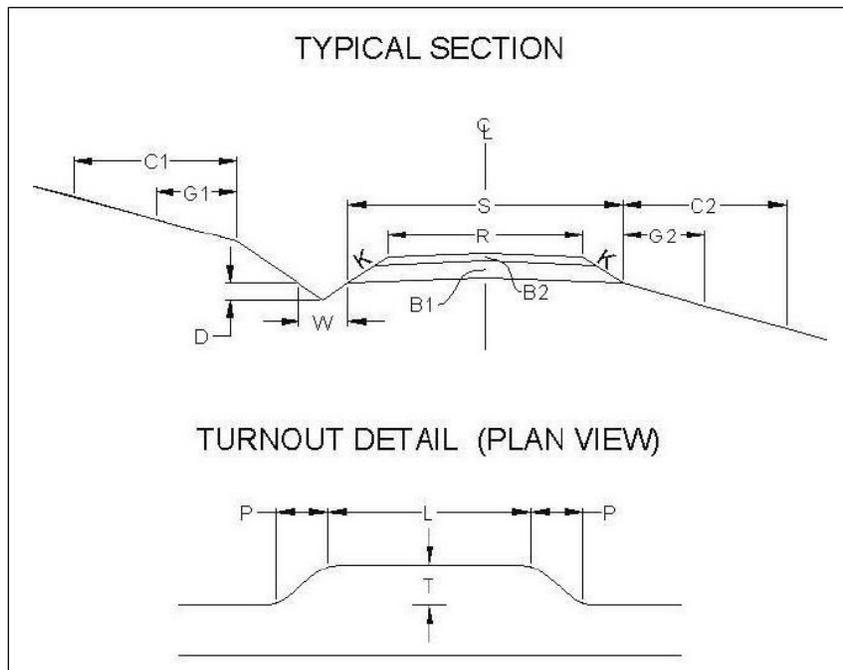
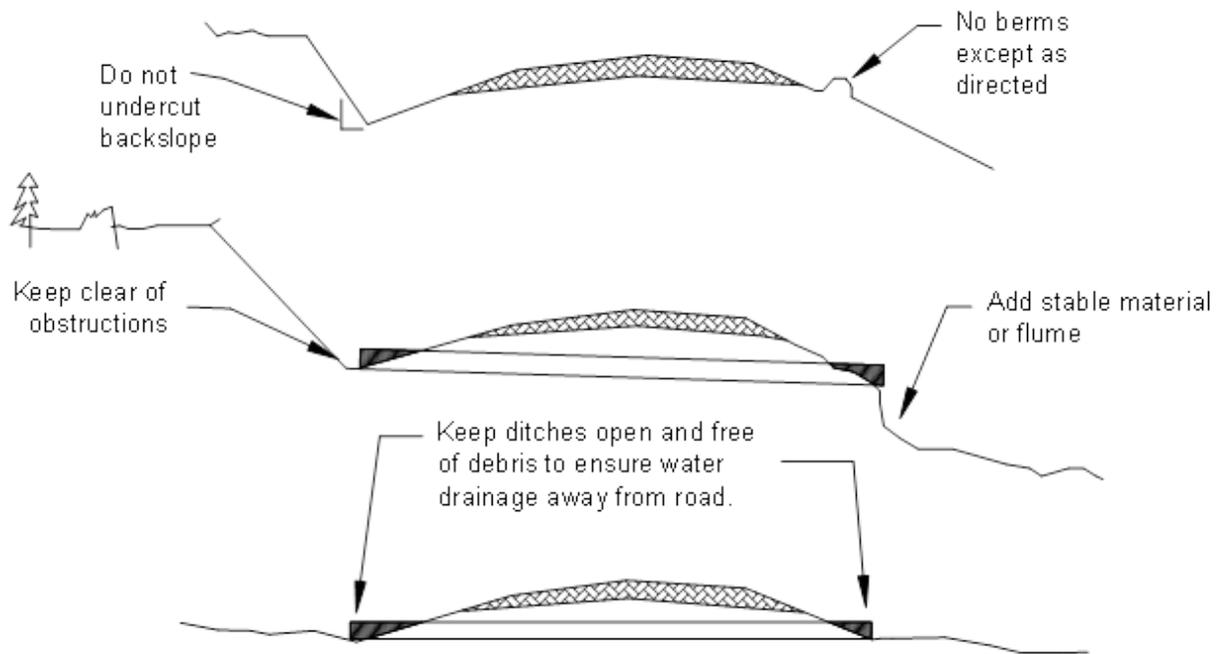
DESIGNATED HAUL ROUTES:

- Log haul shall occur according to the table below for each unit unless written permission is granted by the Contract Administrator:
 - Unit 1: T-1000 to Woods Creek Road
 - Unit 2: T-1000 to Woods Creek Road
 - Unit 3: E-1000 to Monroe Camp Road

DEBRIS:

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

TYPICAL SECTION SHEET



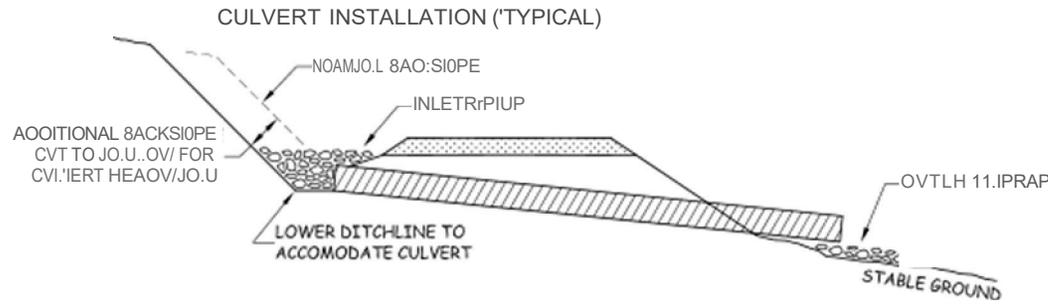
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ROAD #		T-1230	T-1300 Switchback	T-1300A	T-1340	E-1000	E-1300	S-1000	S-1600	T-1000	T-1200
REQUIRED / OPTIONAL		OPTIONAL	REQUIRED	REQUIRED	OPTIONAL	REQUIRED	REQUIRED	REQUIRED	REQUIRED	REQUIRED	REQUIRED
CONSTRUCT / RECONSTRUCT		RECONSTR.	CONSTRUCT	RECONSTR.	RECONSTR.	MAINT.	MAINT.	MAINT.	MAINT.	MAINT.	MAINT.
TOLERANCE CLASS (A/B/C)		C	C	C	C	C	C	C	C	C	C
STATION TO STATION		0+00	0+00	0+00	0+00	0+00	0+00	0+00	0+00	0+00	0+00
		4+55	1+50	11+80	4+50	32+58	41+89	75+08	2+80	99+16	53+06
ROAD WIDTH	R	12	20	12	12	/	/	/	12	/	/
CROWN (INCHES @ C/L)		3	3	3	3	/	/	/	3	/	/
DITCH WIDTH	W	3	3	3	3	/	/	/	3	/	/
DITCH DEPTH	D	1	1	1	1	/	/	/	1	/	/
TURNOUT LENGTH	L	50	50	50	50	/	/	/	50	/	/
TURNOUT WIDTH	T	10	10	10	10	/	/	/	10	/	/
TURNOUT TAPER	P	25	25	25	25	/	/	/	25	/	/
GRUBBING	G1	5	5	5	5	/	/	/	5	/	/
	G2	5	5	5	5	/	/	/	5	/	/
CLEARING	C1	10	10	10	10	/	/	/	10	/	/
	C2	10	10	10	10	/	/	/	10	/	/
ROCK FILL SLOPE	K:1	1½	1½	1½	1½	/	/	/	1 ½	/	/
BALLAST DEPTH ¹	B1	3	12	3	3	/	/	/	3	/	/
CUBIC YARDS / STATION		15	74	15	15	/	/	/	15	/	/
TOTAL CUBIC YARDS BALLAST ²		68	111	177	68	/	/	/	42	/	/
SURFACING DEPTH ¹	B2	/	3	/	/	/	/	/	/	/	/
CUBIC YARDS / STATION		/	15	/	/	/	/	/	/	/	/
TOTAL CUBIC YARDS SURFACING ²		/	23	/	/	/	/	/	/	/	/
TOTAL CUBIC YARDS ²		68	134	177	68	/	/	/	42	/	/
SUBGRADE WIDTH	S	15	15	15	15	/	/	/	15	/	/
BRUSHCUT (Y/N)		N/A	N/A	N/A	N/A	N	N	N	Y	N	Y
BLADE, SHAPE & DITCH (Y/N)		N/A	N/A	N/A	N/A	N	N	N	Y	N	N

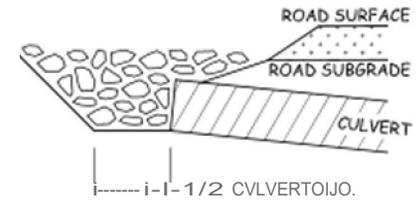
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ROAD #		T-1210	T-1240	T-1300	T-1310	T-1320	T-1321	T-1330
REQUIRED / OPTIONAL		REQUIRED						
CONSTRUCT / RECONSTRUCT		MAINT.						
TOLERANCE CLASS (A/B/C)		C	C	C	C	C	C	C
STATION TO STATION		0+00	0+00	0+00	0+00	0+00	0+00	0+00
		5+55	27+90	20+30	4+00	5+20	1+95	6+70
ROAD WIDTH	12	12	/	/	12	/	12	/
CROWN (INCHES @ CL)		3	/	/	3	/	3	/
DITCH WIDTH	3	3	/	/	3	/	3	/
DITCH DEPTH	1	1	/	/	1	/	1	/
TURNOUT LENGTH	50	50	/	/	50	/	50	/
TURNOUT WIDTH	10	10	/	/	10	/	10	/
TURNOUT TAPER	25	25	/	/	25	/	25	/
GRUBBING	5	5	/	/	5	/	5	/
	5	5	/	/	5	/	5	/
CLEARING	10	10	/	/	10	/	10	/
	10	10	/	/	10	/	10	/
ROCK FILL SLOPE	1½	1½	/	/	1½	/	1½	/
BALLAST DEPTH ¹	12	3	/	/	3	/	3	6
CUBIC YARDS / STATION		15	/	/	15	/	15	22
TOTAL CUBIC YARDS BALLAST ²		83	/	/	60	/	29	149
SURFACING DEPTH ¹		/	3	3	/	3	/	/
CUBIC YARDS / STATION		/	15	15	/	15	/	/
TOTAL CUBIC YARDS SURFACING ²		/	419	305	/	78	/	/
TOTAL CUBIC YARDS ²		83	419	305	60	78	29	149
SUBGRADE WIDTH	S	15	/	/	/	/	/	/
BRUSH CUT (Y/N)		Y	Y	Y	Y	Y	Y	Y
BLADE, SHAPE & DITCH (Y/N)		Y	N	N	Y	N	Y	Y

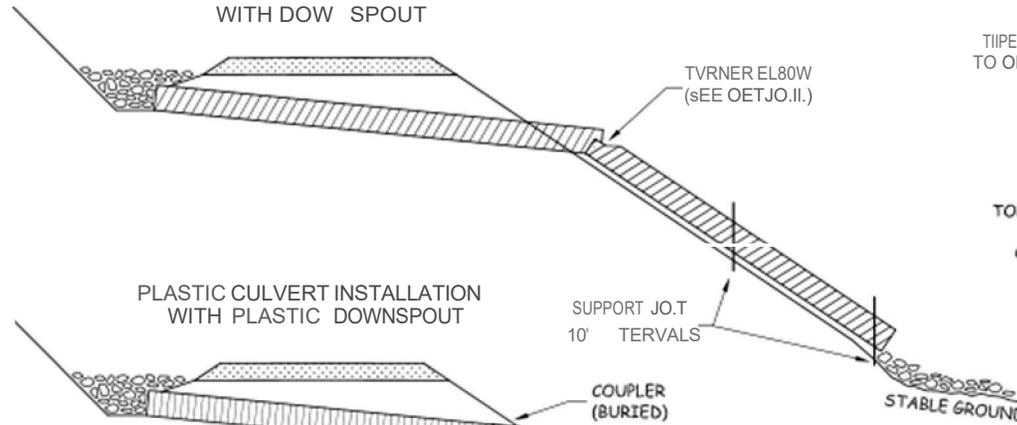
CULVERT AND DRAINAGE SPECIFICATIONS



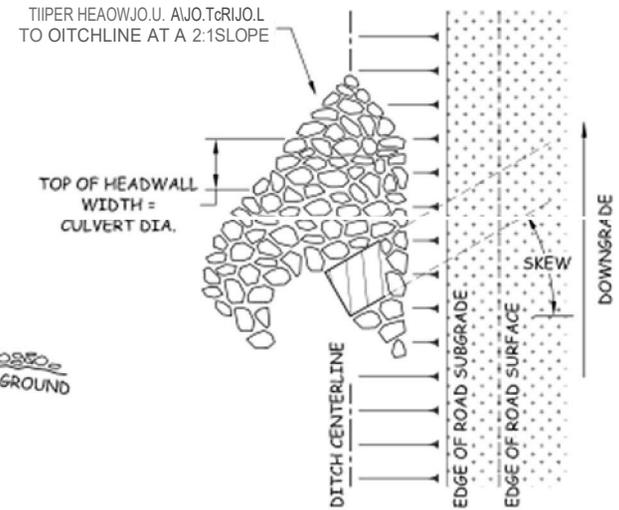
CULVERT HEADWALL - SECTION VIEW



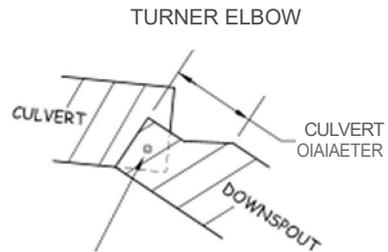
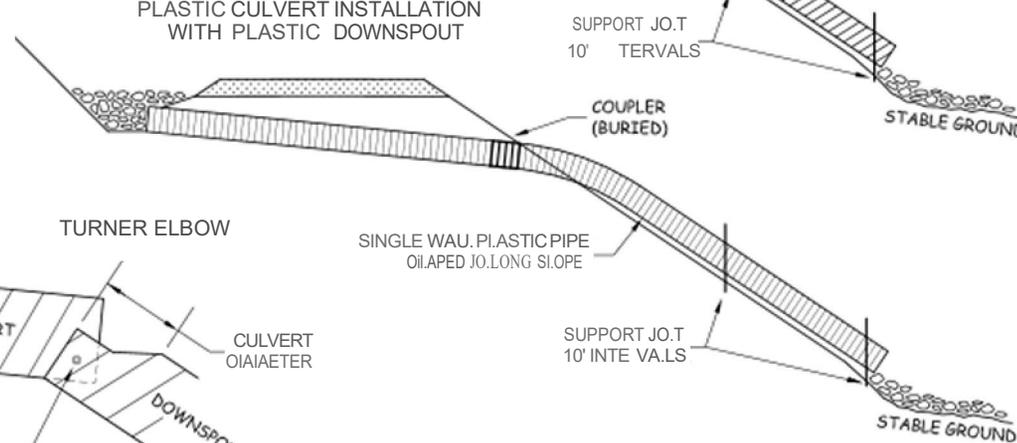
CULVERT INSTALLATION WITH DOW SPOUT



CULVERT HEADWALL - PLAN VIEW



PLASTIC CULVERT INSTALLATION WITH PLASTIC DOWNSPOUT



BOLTED WITH 5/8" 80LTS AND WASHERS (80THSTOES)

MEAOV/JO.LL NOTE:
 HEAOV'ILL TO BE CONSTRUCTfO OF I/APERVIOUS AJO.TERIAI THAT WILL RESIST EROSION JO.NO ARMORED WITH IW'IT:UP QU'INTITY SPECIFIED IN RO,o,O Pii'IN.

Russula Commercial Thin Timber Sale_SD

Final Audit Report

2024-10-07

Created:	2024-09-30
By:	Marista Jorve (mjorve@everettwa.gov)
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-  Signer ericksonlogging@aol.com entered name at signing as Kurt Erickson
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