

Washington DNR Timber Sales Program

Updated information is being provided for Northslope Direct Sale documents as follows:

**Documents amended:**

<b>Brief Description</b>	<b>DATE</b>	<b>Initials</b>
<b>Timber Sale Contract</b> <ul style="list-style-type: none"><li>• Added Clause G-380 – Road Easement and Road Use Permit Requirements</li><li>• Added Clause G-450 – Encumbrances</li></ul>	3/27/2024	AKM



**TIMBER NOTICE OF SALE**

**SALE NAME:** *Northslope Direct Sale*

**AGREEMENT NO:** *30-106266*

**SALE LOCATION:** Sale located approximately 16 miles west of Olympia, WA.

**PRODUCTS SOLD:** All timber bounded by white timber sale boundary tags, property line marked with white Carsonite posts, and pink flagging along the A-Line Road;

All forest products above located on part of Section 16 all in Township 18 North, Range 4 West, W.M., containing 1.6 acres, more or less.

**ESTIMATED SALE VOLUMES AND QUALITY:**

Species	Avg DBH	Total MBF	MBF by Grade								
			1P	2P	3P	SM	1S	2S	3S	4S	UT
Douglas-fir	19.1	26							18	6	2

*See Cruise for additional information.*

**MINIMUM BID:** \$11,000.00

**CONTRACT TERM:** Tentatively May 6, 2024 to May 31, 2024 (*beginning date subject to contract signing and receipt of payment, performance security and proof of insurance.*)

**SALE TYPE:** Lump Sum

**ALLOCATION:** Export Restricted

**PERFORMANCE SECURITY:** \$1,000.00 (*To be refunded upon completion of all contract obligations*)

**BIDDING**

**PROCEDURES:** Sealed bids on the Direct Sale bid form **must be received by 10:00 a.m. April 23, 2024**. This contract will be awarded to the highest bidder who meets all requirements.

Submit bid to: Department of Natural Resources  
Attn: Audrey Mainwaring  
950 Farman Ave. N.  
Enumclaw WA 98022

**HARVEST METHOD:** Harvest activities are 100% ground based.

Falling, yarding and timber haul will not be permitted on weekends or State recognized holidays, unless approved in writing by the Contract Administrator.

**ROADS:** There is no roadwork associated with this proposal, except maintenance per clause C-050.

**SPECIAL REMARKS:** This sale has a short contract term due to planned work for the next phase of trailhead expansion.

Trees are to be felled away from the property line and the A-Line.

Slash is to be kept off the A-Line Road. Purchaser is responsible for recreation trail protection and cleanout only for trails outside the contract area per clause S-150.

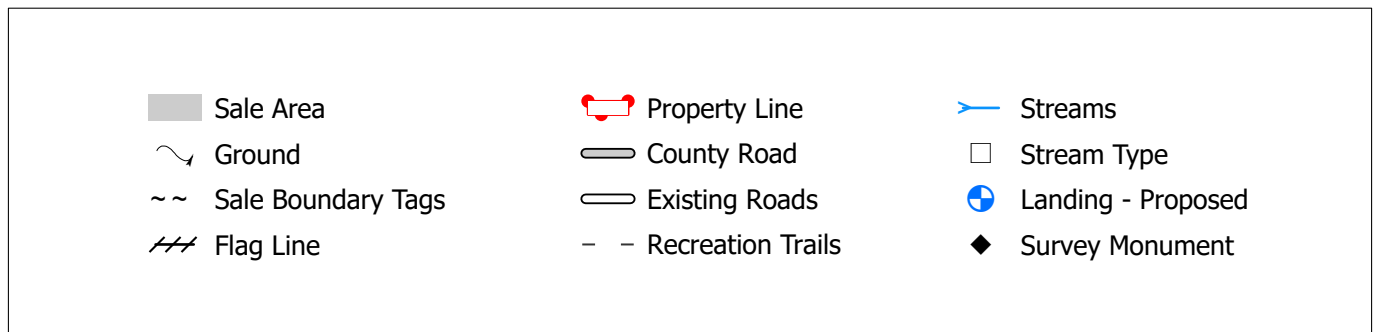
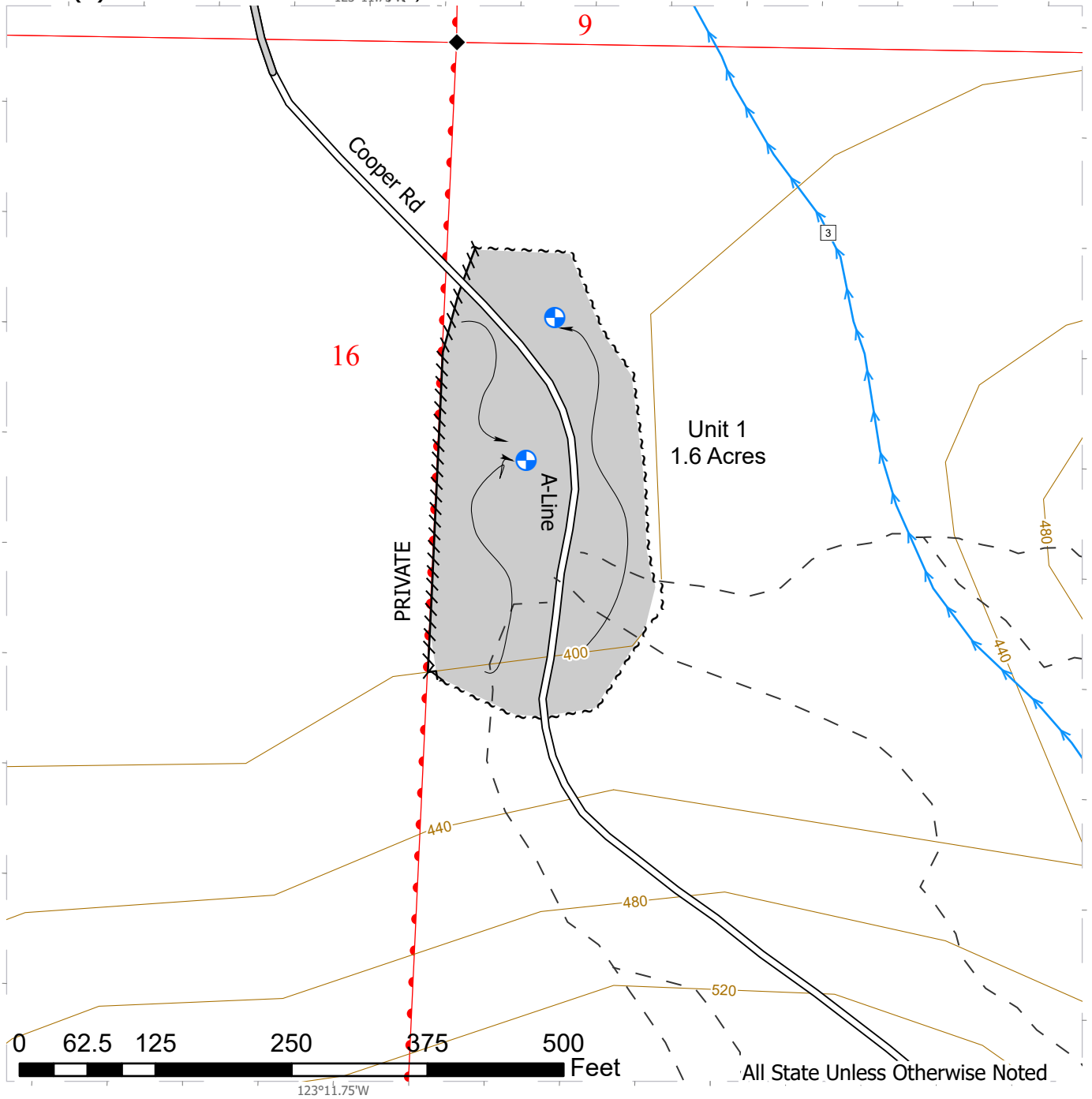
This area experiences high public use; utilize caution during all aspects of operations.

Contact Sam Lake (360) 628-3868 with questions.

# TIMBER SALE MAP

**SALE NAME:** NORTHSLOPE DIRECT SALE  
**AGREEMENT #:** 30-106266  
**TOWNSHIP(S):** T18R4W  
**TRUST(S):** Common School and Indemnity (3)

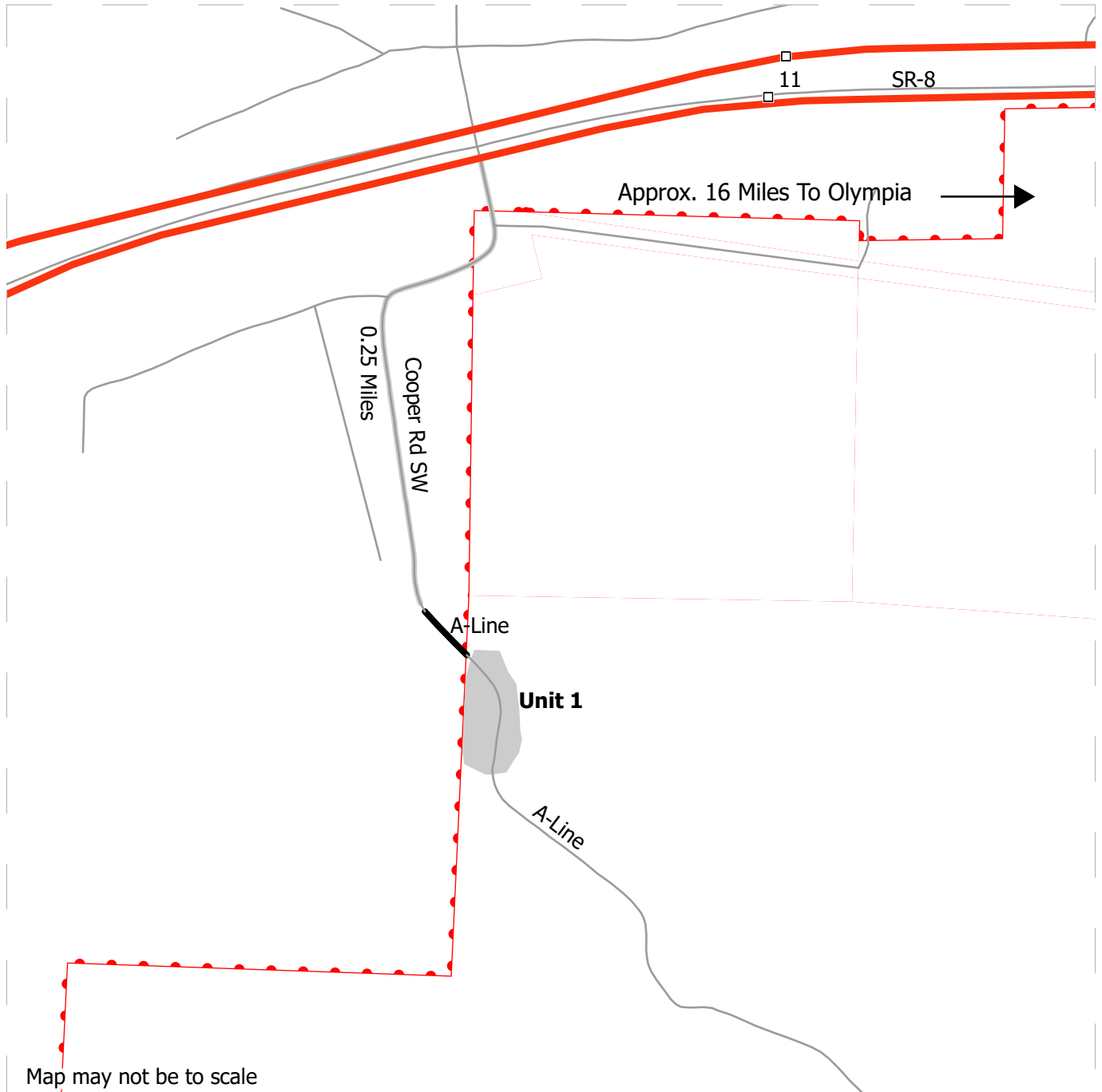
**REGION:** South Puget Sound Region  
**COUNTY(S):** Thurston  
**ELEVATION RGE:** 400-400



# DRIVING MAP

**SALE NAME:** NORTHSLOPE DIRECT SALE  
**AGREEMENT #:** 30-106266  
**TOWNSHIP(S):** T18R4W  
**TRUST(S):** Common School and Indemnity (3)

**REGION:** South Puget Sound Region  
**COUNTY(S):** Thurston  
**ELEVATION RGE:** 400-400



- Sale Area
- Highway
- Haul Route
- Other Route
- Milepost Marker
- County Road
- DNR Managed Lands

**DRIVING DIRECTIONS:**

From Olympia, travel westbound on SR-101 and continue straight onto SR-8. At approximately mile 11.5 turn left onto Cooper Rd SW. Follow Cooper Rd for approximately 0.25 miles and continue onto the A-Line to reach the sale. This transition from Cooper Rd to A-Line is from asphalt to dirt road surface.



**STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES**

**BILL OF SALE AND CONTRACT FOR  
FOREST PRODUCTS**

**Export Restricted Lump Sum AGREEMENT NO. 30-106266**

**SALE NAME: NORTHSLOPE DIRECT SALE**

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

Section G: General Terms

G-001 Definitions

The following definitions apply throughout this contract;

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

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

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

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

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

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

G-011 Right to Remove Forest Products and Contract Area

Purchaser was the successful bidder on April 23, 2024 and the sale was confirmed on \_\_\_\_\_. The State, as owner, agrees to sell to Purchaser, and Purchaser agrees to purchase as much of the following forest products as can be cut and removed during the term of this contract: All timber bounded by white timber sale boundary tags, property line marked with white Carsonite posts, and pink flagging;

All forest products described above located on approximately 1.6 acres on part of Section 16 all in Township 18 North, Range 4 West, W.M. in Thurston County as designated on the sale area and as shown on the attached Timber Sale Map.

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

G-020 Inspection By Purchaser

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

G-025 Schedules

The following attached schedules are hereby incorporated by reference:

Schedule	Title
A	FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS

G-031 Contract Term

Purchaser shall complete all work required by this contract prior to May 31, 2024.

## G-051 Contract Term Extension - Payment

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

- a. A written request for extension of the contract term must be received prior to the expiration date of the contract.
- b. Payment of \$500.00 per acre per annum for the acres on which an operating release has not been issued in the harvest area.
- c. In no event will the extension charge be less than \$200.00.
- d. Extension payments are non-refundable.

## G-053 Surveys - Sensitive, Threatened, Endangered Species

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

## G-060 Exclusion of Warranties

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

- a. The MERCHANTABILITY of the forest products. The use of the term "merchantable" in any document is not intended to vary the foregoing.
- b. The CONDITION of the forest products. The forest products will be conveyed "AS IS."
- c. The ACREAGE contained within any sale area. Any acreage descriptions appearing in the timber notice of sale, timber sale contract, or other documents are estimates only, provided solely for administrative and identification purposes.
- d. The VOLUME, QUALITY, OR GRADE of the forest products. The State neither warrants nor limits the amount of timber to be harvested. The descriptions of the forest products to be conveyed are estimates only, made solely for administrative and identification purposes.

- e. The CORRECTNESS OF ANY SOIL OR SURFACE CONDITIONS, PRE-SALE CONSTRUCTION APPRAISALS, INVESTIGATIONS, AND ALL OTHER PRE-BID DOCUMENTS PREPARED BY OR FOR THE STATE. These documents have been prepared for the State's appraisal purposes only.
- f. THAT THE SALE AREA IS FREE FROM THREATENED OR ENDANGERED SPECIES or their habitat. The State is not responsible for any interference with forestry operations that result from the presence of any threatened or endangered species, or the presence of their habitat, within the sale area.
- g. THAT THE FORESTRY OPERATIONS to be performed under this contract WILL BE FREE FROM REGULATORY ACTIONS by governmental agencies. The State is not responsible for actions to enforce regulatory laws, such as the Washington Forest Practices Act (chapter 76.09 RCW), taken by the Department of Natural Resources or any other agency that may affect the operability of this timber sale.
- h. Items contained in any other documents prepared for or by the State.

G-061 Inadvertent Discovery of Cultural Resources

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

G-062 Habitat Conservation Plan

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

By signing this contract, Purchaser agrees to comply with the terms and conditions of the ITP, and the HCP, which shall become terms of this contract. The State 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 HCP and ITP. The requirements set forth in this contract are intended to comply with the terms and conditions of the HCP and ITP. Accordingly, non-compliance with the terms and conditions of the HCP and ITP will render the authorization provided in this paragraph void, be deemed a breach of the contract and may subject 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 HCP and ITP, and shall require the prior written approval of the Region Manager before taking effect.

#### G-063 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 State's Habitat Conservation Plan (HCP), including, but not limited to: locations of occupied murrelet habitat; spotted owl nest sites; wolves; grizzly bears; nests, communal roosts, or feeding concentrations of bald eagles; peregrine falcon nests; Columbian white-tailed deer; Aleutian Canada geese; Oregon silverspot butterflies; and additional stream reaches found to contain bull trout. 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. Purchaser shall refer to a specific ITP number, ITP TE812521-1 or ITP 1168 (copies which are located in the region office) in all correspondence and reports concerning permit activities.
- d. Provisions and requirements of the 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-064 Permits

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

G-065 Regulatory Disclaimer

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

G-066 Governmental Regulatory Actions

a. Risk

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

b. Sale Area

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

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

c. Adjustment of Price

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

Purchaser's rights to purchase and remove the timber and all other interest in the affected sale area.

G-070 Limitation on Damage

In the event of a breach of any provision of this contract by the State, the State shall not be liable for any damages, whether direct, incidental or consequential.

G-080 Scope of State Advice

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

G-111 Title and Risk of Loss

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

G-120 Responsibility for Work

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

G-121 Exceptions

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

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

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

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

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

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

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

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

#### G-140 Indemnity

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

#### G-150 Insurance

Purchaser shall, at its cost and expense, obtain and keep in force, while conducting operations under this contract, liability insurance for insurers with a certificate of

authority issued pursuant to Chapter 48.05 RCW or surplus line insurers if procured through a licensed surplus line broker pursuant to Chapter 48.15 RCW. The policy or endorsement shall insure against liability for bodily injury and property damage arising out of the actions or omissions of the Purchaser, its employees, agents, or invitees and independent contractors in the performance of this contract. The amount of the coverage shall not be less than \$1,000,000.00 for bodily injury, including death to any one person, not less than \$300,000.00 for any one occurrence, and not less than \$50,000.00 for property damage in any one occurrence. Coverage in the minimum amount set forth herein shall not be construed to relieve Purchaser from liability in excess of such coverage. An appropriate certificate of insurance must be provided to the Region office prior to the state of operations.

G-160 Agents

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

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

G-170 Assignment and Delegation

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

G-180 Modifications

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

G-190 Contract Complete

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

G-200 Notice

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

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

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

G-210 Violation of Contract

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

G-220 State Suspends Operations

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

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

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

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

G-230 Unauthorized Activity

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

G-240 Dispute Resolution

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

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

G-250 Compliance with All Laws

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

G-260 Venue

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

**G-270 Equipment Left on State Land**

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

**G-280 Operating Release**

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

**G-310 Road Use Authorization**

Purchaser is authorized to use the following State roads and roads for which the State has acquired easements and road use permits; A-Line Road. The State may authorize in writing the use of other roads subject to fees, restrictions, and prior rights.

**G-330 Pre-work Conference**

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

**G-340 Preservation of Markers**

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

**G-360 Road Use Reservation**

The State shall have the right to use, without charge, all existing roads and any road constructed or reconstructed on State lands by Purchaser under this contract. The State may extend such rights to others. If the State grants such rights to others, the State



shall require performance or payment, as directed by the State, for their proportionate share of maintenance based on their use.

G-370 Blocking Roads

Purchaser shall not block the A-Line, unless authority is granted in writing by the Contract Administrator.

G-380 Road Easement and Road Use Permit Requirements

Purchaser agrees to comply with the terms and conditions of the attached:

Easement #55-000366 entered into between the State of Washington Department of Natural Resources and Simpson Timber Company, dated February 25, 1971.

G-396 Public Hauling Permit

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

G-430 Open Fires

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

G-450 This contract and Purchaser’s activities are subject to the following:

Easement, including the terms and provisions thereof,  
For: Road  
In Favor of: Simpson Timber Company  
Disclosed by Application No.: 50-035286  
Granted: 2/25/1971  
Expires: Indef.

Easement, including the terms and provisions thereof,  
For: Road  
In Favor of: Port Blakely Tree Farms LP  
Disclosed by Application No.: 50-053063  
Granted: 3/30/1993  
Expires: Indef.

Easement, including the terms and provisions thereof,  
For: Trail  
In Favor of: DNR  
Disclosed by Application No.: 50-070357  
Granted: 4/13/1998  
Expires: Indef.

Lease, including the terms and provisions thereof,  
For: Brush  
In Favor of: DNR – South Puget Sound Region  
Disclosed by Application No.: 35-SPSTC01  
Granted: 1/1/2015  
Expires: Indef.

Lease, including the terms and provisions thereof,  
For: Brush  
In Favor of: DNR – South Puget Sound Region  
Disclosed by Application No.: 35-SPSTHCO  
Granted: 1/1/2024  
Expires: Indef.

Lease, including the terms and provisions thereof,  
For: Education  
In Favor of: Mountaineers  
Disclosed by Application No.: 60-WS1023  
Granted: 2/15/2019  
Expires: 12/31/2028

Section P: Payments and Securities

P-020 Payment for Forest Products

Purchaser agrees to pay in advance the total, lump sum contract price of \_\_\_\_\_ . Purchaser shall be liable for the entire purchase price, and will not be entitled to any refunds or offsets unless expressly stated in this contract. Failure to remove the identified forest products within the contract term does not reduce the Purchaser's payment obligations.

P-090 Performance Security

Purchaser agrees to furnish, within 14 days of the confirmation date, security acceptable to the State in the amount of \$1,000.00. The Security provided shall guarantee performance of all provisions of this contract and payment of any damages caused by operations under this contract or resulting from Purchaser's noncompliance with any rule or law. Acceptable performance security may be in the form of a performance bond, irrevocable letter of credit, cash, savings or certificate of deposit account assignments, and must name the State as the obligee or beneficiary. A letter of credit must comply with Title 62A RCW, Article 5. Performance security must remain in full force over the duration of the contract length. Surety bonds issued shall conform to the issuance and rating requirements in clause G-150. The State shall retain the performance security pursuant to RCW 79.15.100. Purchaser shall not operate unless the performance security has been accepted by the State.

Section H: Harvesting Operations

H-001 Operations Outside the Sale Boundaries

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

H-035 Fall Trees Into Sale Area

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

H-051 Branding and Painting

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

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

H-140 Special Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

- a) Falling, yarding, and hauling will not be permitted on weekends or State recognized holidays.
- b) Carsonite posts along property boundary are to be left undisturbed.
- c) All logging slash shall be kept off the A-line Road prism and cleaned from ditches.
- d) The A-Line Road shall be left in a condition that will allow for the passage of vehicles at the end of each day.
- e) Silt-bearing runoff shall not be allowed to enter any streams.

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

H-220 Protection of Residual or Adjacent Trees

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

H-230 Tops and Limbs Outside the Sale Boundary

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

Section C: Construction and Maintenance

C-050 Purchaser Road Maintenance and Repair

Purchaser shall maintain all roads used under this contract in accordance with the FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS in Schedule A for the entire term of this contract.

C-090 Landing Location

Landings shall be built 25 feet off the A-Line Road.

Section S: Site Preparation and Protection

S-001 Emergency Response Plan

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

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

S-010 Fire Hazardous Conditions

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

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

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

S-030 Landing Debris Clean Up

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

S-035 Logging Debris Clean Up

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

S-050 Cessation of Operations for Low Humidity

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

## S-060 Pump Truck or Pump Trailer

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

## S-130 Hazardous Materials

## a. Hazardous Materials and Waste - Regulatory Compliance

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

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

## b. Hazardous Materials Spill Prevention

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

## c. Hazardous Materials Spill Containment, Control and Cleanup

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

## d. Hazardous Material Release Reporting

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

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

S-131 Refuse Disposal

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

S-150 Recreation Trail Cleanout

At the completion of logging operations, Purchaser shall repair any damage to and clean out all logging debris from recreational trails located outside the contract area.

SIGNATURES

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

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

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Don Melton

\_\_\_\_\_  
Print Name

South Puget Sound Region Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

## Schedule A

### FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS, page 1 of 2

#### Cuts and Fills

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

#### Drainage

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

#### Preventative Maintenance

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

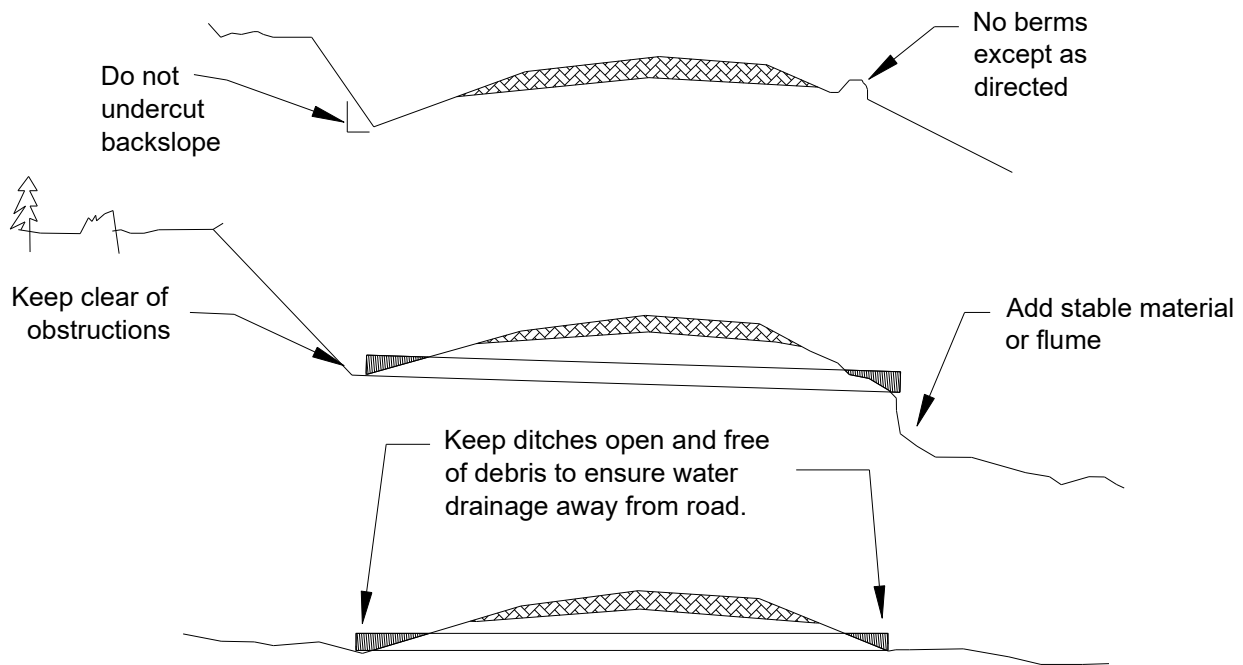
**FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS, page 2 of 2**

**Termination of Use or End of Season**

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

**Debris**

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





## Timber Sale Cruise Report Northslope Direct

**Sale Name:**

**Sale Type:** LUMP SUM

**Region:**

**District:**

**Lead Cruiser:** Aaron Coleman

**Other Cruisers:**n/a

**Cruise Narrative:**

Small trailhead expansion on the A-Line in Capitol Forest on both sides of the road.

### Timber Sale Notice Volume (MBF)

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	19.1			26	18	6	2
WH	16.0			0		0	0
RA	10.9			0		0	0
MA	13.2			0			0
RC	18.0			0		0	
ALL	18.3			27	18	7	2

### Timber Sale Notice Weight (tons)

Sp	Tons by Grade			
	All	2 Saw	3 Saw	4 Saw
DF	201	134	52	16
RA	4		2	2
WH	4		3	1
MA	2			2
RC	1		1	0
ALL	213	134	57	21

### Timber Sale Overall Cruise Statistics

BA (sq ft/acre)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR SE (%)	Net Vol (bf/acre)	Vol SE (%)
113.7	0.0	148.8	7.1	16,917	7.1

**Timber Sale Unit Cruise Design**

Unit	Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
U1	ST: Strip/Percent Sample (1 tree expansion)	1.6		1	1	0
All		1.6		1	1	0

**Timber Sale Log Grade x Sort Summary**

Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
DF	LIVE	2 SAW	Domestic	16.4	40	12,560	11,413	9.1	134.4	18.3
DF	LIVE	3 SAW	Domestic	9.9	38	3,985	3,714	6.8	51.5	5.9
DF	LIVE	4 SAW	Domestic	5.7	29	1,011	988	2.2	15.5	1.6
MA	LIVE	4 SAW	Domestic	8.8	28	162	162	0.0	2.4	0.3
RA	LIVE	3 SAW	Domestic	11.3	40	113	108	5.0	1.5	0.2
RA	LIVE	4 SAW	Domestic	6.1	30	157	157	0.0	2.2	0.3
RC	LIVE	3 SAW	Domestic	10.3	36	86	86	0.0	1.2	0.1
RC	LIVE	4 SAW	Domestic	5.8	24	16	16	0.0	0.2	0.0
WH	LIVE	3 SAW	Domestic	11.0	40	227	227	0.0	2.7	0.4
WH	LIVE	4 SAW	Domestic	5.3	35	47	47	0.0	0.9	0.1

**Timber Sale Log Sort x Diameter Bin Summary**

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 7	LIVE	Domestic	5.6	31	1,211	3.2	19.0	1.9
DF	8 - 11	LIVE	Domestic	10.4	35	3,490	6.8	47.9	5.6
DF	12 - 15	LIVE	Domestic	13.9	40	2,572	3.9	28.4	4.1
DF	16 - 19	LIVE	Domestic	16.8	40	6,217	8.5	71.4	9.9
DF	20+	LIVE	Domestic	20.6	40	2,624	15.0	34.6	4.2
MA	5 - 7	LIVE	Domestic	7.3	20	20	0.0	0.2	0.0
MA	8 - 11	LIVE	Domestic	9.2	30	142	0.0	2.2	0.2
RA	5 - 7	LIVE	Domestic	6.1	30	157	0.0	2.2	0.3
RA	8 - 11	LIVE	Domestic	11.3	40	108	5.0	1.5	0.2
RC	5 - 7	LIVE	Domestic	5.8	24	16	0.0	0.2	0.0
RC	8 - 11	LIVE	Domestic	10.3	36	86	0.0	1.2	0.1
WH	5 - 7	LIVE	Domestic	5.3	35	47	0.0	0.9	0.1
WH	8 - 11	LIVE	Domestic	11.0	40	227	0.0	2.7	0.4

## Cruise Unit Report U1

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

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	19.1			26	18	6	2
RA	10.9			0		0	0
WH	16.0			0		0	0
MA	13.2			0			0
RC	18.0			0		0	0
ALL	18.3			27	18	7	2

### Unit Cruise Design: U1

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
ST: Strip/Percent Sample (1 tree expansion)	1.6		1	1	0

### Unit Cruise Summary: U1

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	10	85	85.0	0
WH	1	2	2.0	0
RA	3	8	8.0	0
MA	4	4	4.0	0
RC	1	1	1.0	0
ALL	19	100	100.0	0

### Unit Cruise Statistics: U1

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	105.3	0.0	0.0	153.1	34.2	10.8	16,115	34.2	10.8
WH	1.7	0.0	0.0	157.1	0.0	0.0	273	0.0	0.0
RA	3.2	0.0	0.0	81.7	18.9	10.9	265	18.9	10.9
MA	2.4	0.0	0.0	68.3	22.2	11.1	162	22.2	11.1
RC	1.1	0.0	0.0	93.4	0.0	0.0	103	0.0	0.0
ALL	113.7	0.0	0.0	148.8	31.0	7.1	16,917	31.0	7.1

**Unit Summary: U1**

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	10	ALL	19.1	76	96	17,556	16,115	8.2	52.9	105.3	24.1	25.8
MA	LIVE	CUT	4	ALL	13.2	62	75	162	162	0.0	2.5	2.4	0.7	0.3
RA	LIVE	CUT	3	ALL	10.9	58	71	270	265	2.1	5.0	3.2	1.0	0.4
RC	LIVE	CUT	1	ALL	18.0	65	81	103	103	0.0	0.6	1.1	0.3	0.2
WH	LIVE	CUT	1	ALL	16.0	77	96	273	273	0.0	1.2	1.7	0.4	0.4
ALL	LIVE	CUT	19	ALL	18.3	74	93	18,364	16,917	7.9	62.2	113.7	26.4	27.1
ALL	ALL	ALL	19	ALL	18.3	74	93	18,364	16,917	7.9	62.2	113.7	26.4	27.1

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES  
**Hilary Franz, Commissioner of Public Lands**

**DIRECT SALE BID FORM**

Sale Name NORTHSLOPE DIRECT Agreement Number 30-106266

\_\_\_\_\_ hereby submits the following bid for forest products  
(Print full, legal company or individual's name)

\_\_\_\_\_  
(Street address, City, State & Zip code)

\_\_\_\_\_  
(Phone number)

**BID AMOUNT**

I agree to pay the State the amount of \$ \_\_\_\_\_ to purchase products under the above-listed sale.

*Prior to operations beginning, the successful bidder agrees to furnish a Certificate of Liability Insurance, 100% of payment of the amount bid, and Performance Security acceptable to the State in the amount specified on the Notice of Sale. Performance security must guarantee performance of all provisions of the contract and payment for damages caused by operations under the contract resulting from the successful bidder's noncompliance with any rule or law. The successful bidder also agrees to return a signed contract, Certificate of Liability Insurance, payment and Performance Security to the State within 14 days of notification of successful high bid. Failure to provide the required items to the State within 14 days of notification of successful high bid may result in forfeiture of bid.*

**Bidder's Warranty and Bid Signature**

*By signing and submitting this bid as an offer to purchase forest products from the State, the Bidder hereby warrants to the State that they have had an opportunity to fully inspect the sale area and the forest products being sold. Bidder further warrants to the State that they enter this bid based upon their own judgments of the value of forest products, formed after their own examination and inspection of both the timber sale area and the forest products being sold. Bidder also warrants to the State that they enter this bid without any reliance upon the volume estimates, acreage, appraisals, pre-bid documentation, or any other representation by the Washington State Department of Natural Resources.*

\_\_\_\_\_  
(Signature of Authorized Representative submitting this bid)

Date \_\_\_\_\_

\_\_\_\_\_  
(Print name and title of Authorized Representative submitting this bid)

### **COMPLETING THE BID FORM**

All bids submitted for the purchase of forest products being sold by the Washington State Department of Natural Resources must have an original signature on behalf of the person or entity submitting the bid. The DNR will not accept bids that are not signed. All appropriate blanks on the bid form must be completed.

### **SUBMITTING A BID**

All bids must be enclosed in envelopes labeled with the sale name and agreement number.

Bids may be submitted by the following methods:

- In-person at the South Puget Sound Region Office in Enumclaw
- Mailed to the South Puget Sound Region Office, attention Audrey Mainwaring either in person or mailed to 950 Farman Ave N, Enumclaw, WA 98022. If mailing a bid, please print on the outside of the envelope "DO NOT OPEN UNTIL BID DUE DATE."

Bidders assume the risk for the method of delivery. The DNR assumes no responsibility for any delays caused by any delivery service.

**No money is required to be submitted with the bid form. Declared successful high bidder will be required to submit full payment of bid amount stated on bid form within 14 days of notification of successful high bid.**

*ALL BIDS MUST BE RECEIVED BY THE DUE DATE AND TIME LISTED ON THE NOTICE OF SALE.*