TIMBER NOTICE OF SALE

SALE NAME: Middle Hutchins Sorts

AGREEMENT NO: 23001M THROUGH 23004M

AUCTION: Tuesday April 18th, 2023 @ 9 am
WDFW Ellensburg Office
1130 W University Way
Ellensburg, WA 98926

COUNTY: Kittitas

SALE LOCATION: Sale located approximately 13 miles Northwest from the city of Ellensburg, Washington in Sections 2, 3, 10, 11 Township 18 North, Range 16E WM. The entire sale comprises approximately 536 acres. See attached timber sale map.

PRODUCTS SOLD AND SALE AREA: All timber as described by pink flagging. Logs will be delivered from the Middle Huthcins Restoration Thin located in parts of sections 2, 3, 10, 11 Township 18 North, Range 16E WM, in Kittitas County, Washington.

MINIMUM BID AND ESTIMATED LOG VOLUMES:

Agreement #	Sort #	Species and Sort Specifications	Estimated Volume		Appraised Value	Total Appraised Value	Bid Deposit
			MBF	Tons	$/Ton		
23001M		DF, WL 5"+ dib Saw	1,981	12,480	$80	$998,400	$99,000
23002M		PP 5"+ dib Saw	482	3,760	$52	$195,520	$19,000
23003M		GF, Other 5"+ dib WA	832	5,824	$69	$401,856	$40,000
23004M		UT/ 2"+ dib Pulp		3,574	$30	$107,220	$10,700
TOTAL			**3,295**	**25,638**		**$1,702,996**	

BID METHOD: Sealed Bids

UNIT OF MEASURE: Sorts _X_ Tons Sorts ____ MBF

EXPIRATION DATE: 11/30/2023

ALLOCATION: Export Restricted

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

TIMBER NOTICE OF SALE

BIDDING PROCEDURES:

A separate sealed bid and envelope must be submitted for **each** log sort. Prospective Purchasers may bid on any or all log sorts in person, by hand or by mail. On the day of sale, the Purchaser must bring their bid deposit up to 10% of their total bid price.

Bids may be submitted by hand or by mail to the following address:

Leland Lauffer
WDFW Statewide Forester
1130 West University Way
Ellensburg, WA 98926

Bids submitted by hand or by mail must arrive at the address above no later than 4:30 pm on Monday, April 17th, 2023.

If you are attending the sort auction in person, bids must be received by no later than 9 am on Tuesday, April 18th, 2023 at the address above.

Complete bidding procedures and auction information may be obtained from Leland Lauffer, WDFW Statewide Forester in Ellensburg, Washington. Phone number 360-584-8180.

TIMBER EXCISE TAX:

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

Use the following rates for estimating taxable stumpage:

Harvest Cost = $47.80 per ton for MBF sorts 1, 2, & 3
Harvest Cost = $47.80 per Ton for sorts 5 & 6

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

Base Rate = $2.35 per ton

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

C Miles are estimated at miles.

CONFIRMATION:

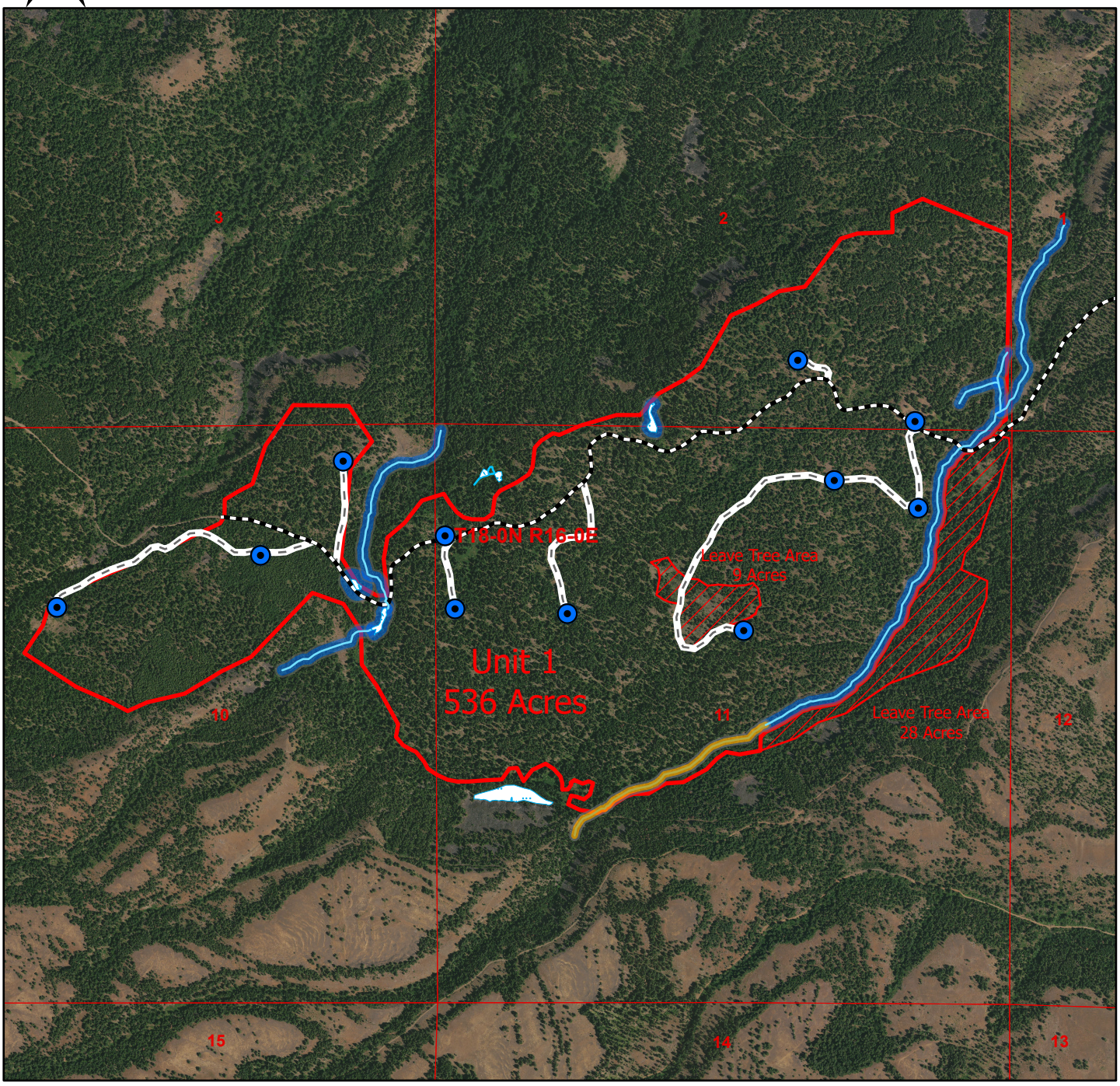
Each sort is subject to confirmation following auction. Sorts will not be confirmed until at least 10 days after auction. Final contract award is contingent upon the State's haul

cost analysis. Actual haul route may vary and is subject to change at the State's discretion.

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

For more information regarding this log sort sale contact:
Leland Lauffer, WDFW Statewide Forester, at 360-584-8180
Rod Pfeifle, WDFW Statewide Forester, at 509-680-3175

Middle Hutchins



0 0.13 0.25 0.5 Miles

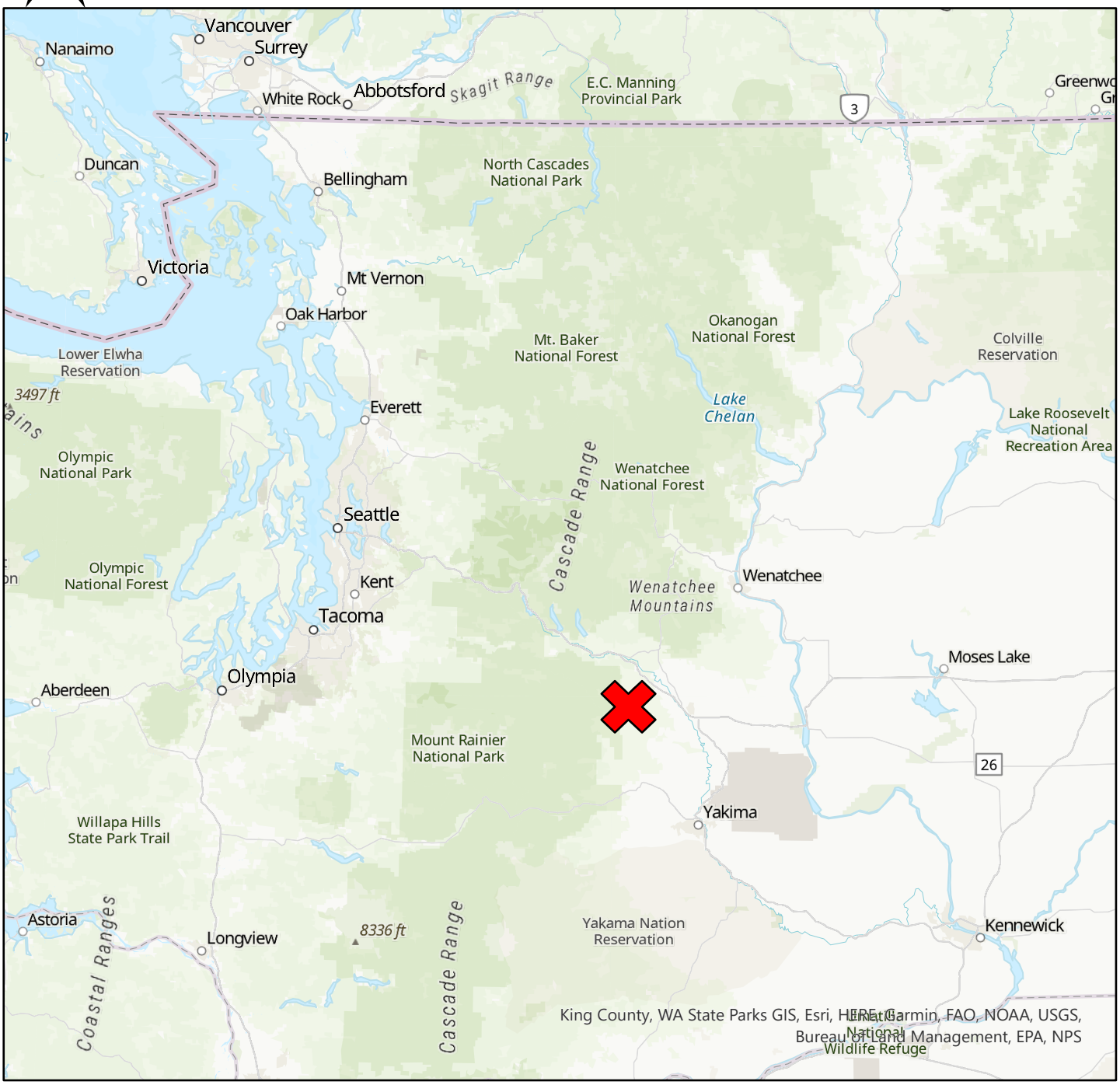
1:16,486

Legend

- Middle Hutchins Boundary
- Leave Tree Areas
- Landings
- Spurs
- Pre-Haul
- Wetlands
- Streams
- RMZ/WMZ Buffers
- NS Stream 40' ELZ
- PLS Townships
- PLS Sections

LT Murray Wildlife Area
Kittitas County

Middle Hutchins



0 15 30 60 Miles

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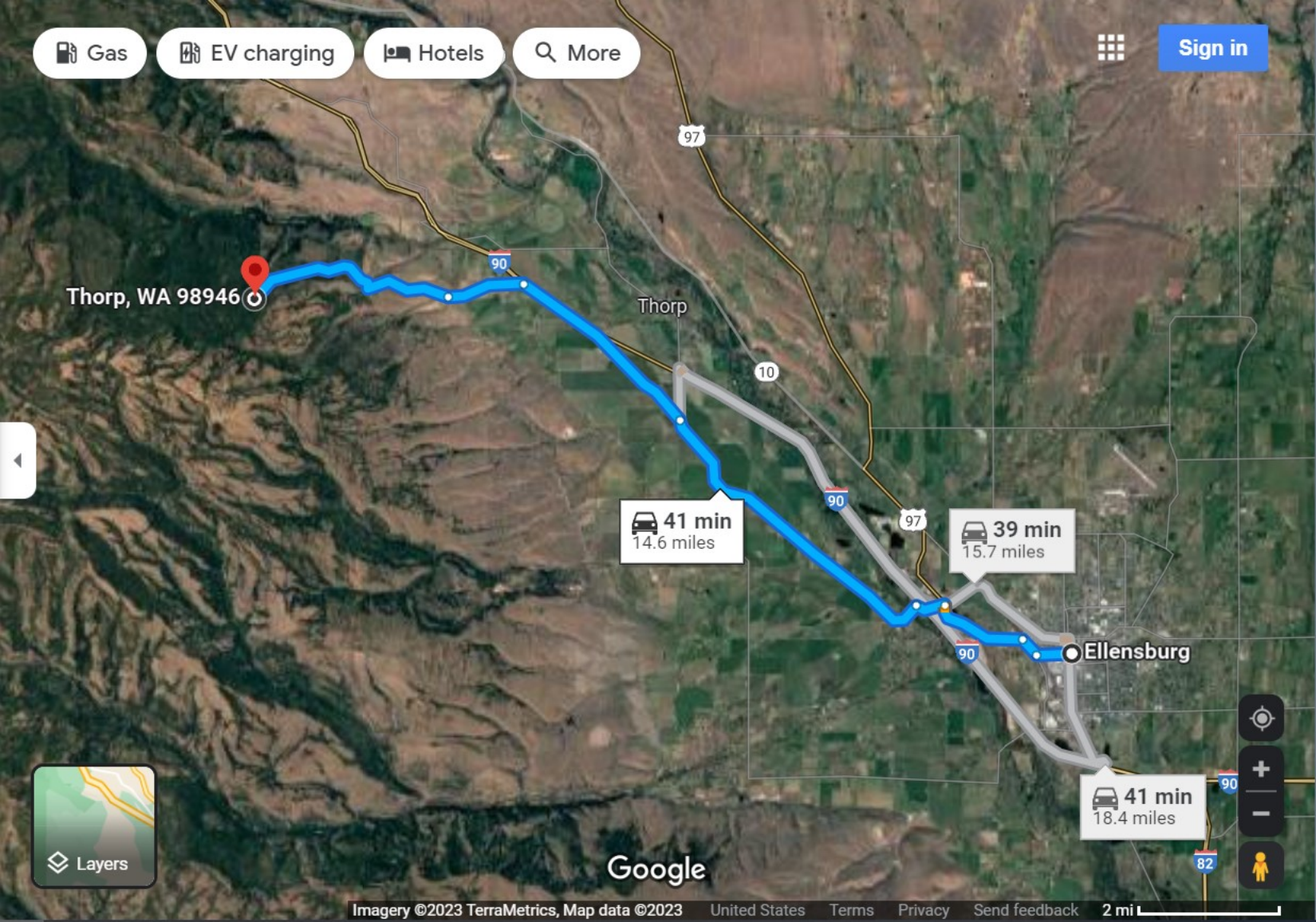
Legend

Project Location

LT Murray Wildlife Area
Kittitas County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STATE OF WASHINGTON
DEPARTMENT OF FISH & WILDLIFE

LOG SORT SEALED BID FORM

Sale Name Middle Hutchins Restoration Thinning Agreement Number 23001M-23004M
Date_____

_____ hereby submits the following bid for delivered logs.
(Print Company Name)

_____ Telephone Number _____
(Print Name Authorized Company Representative) (Contact for bid result notification)

_____
(Street Address)

_____
(City, State and Zip)

Agreement Number	Sort Number	**Delivered Logs Bid Amount** (fill in one only)	
		$ / MBF	**$ / ton**
		[redacted]	
Total		[redacted]	

Bid Deposit Amount $_____

Bid Deposit Type:
- ☐ Cash, Certified Check, Cashiers Check, or Money Order
- ☐ Per Sale Bid Bond
- ☐ Statewide Bid Bond, Number _____

The successful bidder agrees to furnish payment security acceptable to the State in the amount as described in clause P-041 of the Purchaser's contract prior to log delivery and at a date to be determined by the State.

Bidder's Warranty and Bid Signature

By signing and submitting this bid as 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 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. Bidder also warrants to the State that they enter this bid without any reliance upon the volume estimates, acreage estimates, appraisals, pre-bid documentation, or any other representation by WDFW.

_____ _____
(Signature of Authorized Representative submitting this bid) (Date of Signature)

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

NOTES: A separate bid form is required for each log sort bid and must be delivered in a separate envelope. Photocopies of this bid form may be used. Each photocopy must have original signatures. Final contract award is contingent upon the State's haul cost analysis. Actual haul route may vary and is subject to change at the State's discretion. All sales are subject to confirmation by WDFW.

LOG SORT SEALED BID SUPPLEMENTAL INFORMATION FORM

_____
(Print Company Name)

_____
(Sale Name)

_____ _____ _____
(Agreement Number) (Sort Number) email: optional for WDFW production report distribution

Log Manufacturing Specifications:

Sawlog sorts: Enter two or more preferred log lengths for each log length range below
Peeler sorts: Enter one or more preferred log length for each log length range below
Ponderosa pine sorts: Enter one or more preferred log length for each log length range below
Pole sorts (Distribution): Enter three or more lengths. Attach preferred manufacturing information.
Pole sorts (Transmission): Enter six or more lengths. Attach preferred manufacturing information.
Tonnage sorts: See bid form instructions for required log lengths. Enter additional custom lengths as desired.

Log Length Ranges	Bidder's Preferred Log Lengths (Log lengths exclude trim)
12 ft. through 20 ft.	
22 ft. through 30 ft.	
32 ft. through 40 ft.	
Distribution Poles – 35 ft. through 55 ft.	
Transmission Poles – 60 ft.+	

Additional Log or Pole Length Information:

To provide additional preferred cutting information you may attach a separate sheet or "Cutting card".

Log Delivery Information:

1) Designate the point of delivery and address (must be a street address)

_____
(Location Name)

_____
(Street Address)

_____
(City, State and Zip)

2) Designate the state approved Scaling and Weighing facilities closest to the point of delivery as needed.

Scaling Location Information	Weighing Location Information
(**Scaling Location** Name)	(**Weighing Location** Name)
(**Third Party Scaling Organization**)	(**Weighing Location** Owner)
(**Scaling Location** Street Address)	(**Weighing Location** Street Address)
(**Scaling Location** City, State and Zip)	(**Weighing Location** City, State and Zip)

Final contract award is contingent upon the State's haul cost analysis. Actual haul route may vary and is subject to change at the State's discretion. Additional terms or conditions requested by the bidder on or attached to the Log Sort Sealed Bid or Supplemental Information Forms are informational only and non-binding.

Instructions for Completing the Log Sort Sealed Bid and Supplemental Information Forms.

All bids submitted for the purchase of forest products being sold by the Washington State Department of Fish and Wildlife must have an original signature on behalf of the person or entity submitting the bid, and must be on the form(s) provided in this booklet or a photocopy thereof. DFW will not accept bids that are not signed, and will not accept bids that are not on the current, approved bid form. All appropriate blanks including Agreement Number, Sort Number, Bid amount (per mbf or ton as appropriate for the sort), Bid deposit amount and type. Signatures and date on bid form must be completed including the bid bond number if bidder is relying upon a bid bond for bid deposit.

Bids may not be accepted if a completed '**Log Sort Sealed Bid Supplemental Information Form'** is not included with the approved **'Log Sort Sealed Bid Form'**.

Required log lengths for tonnage sorts: Preferred log lengths for tonnage sawlog sorts shall include the following plus any additional lengths identified on the Bid Supplemental Information form:

Species Type	Preferred Lengths
Conifer Sorts	16', 20', 24', 26', 32', 40'
Hardwood Sorts	18', 20', 26', 28', 30', 36', 38', 40'

For more specific information, contact the appropriate region office.

In-Person Bids

A. Sealed bids must be in auction box or auction envelope before 8:59 a.m. on day of sale at the location specified in the notice of sale.
B. Sealed bids must be submitted in an envelope with the name of the sale, the bidder's name and the contract agreement number clearly written on the outside of the envelope. The full legal name and business address of the bidder must be inserted where indicated on the form, and must be the same as the name on the bid bond and timber sale contract. The bid form must be signed by an authorized person. When a bidder has more than one person authorized to bid, then documentation of those persons with signature authority for bidding must accompany the bid or be on file at the region office. Sealed bid envelopes are available at all region offices. One bid per envelope, please.
C. Sealed bid envelopes must contain the following:
   1. A completed Log Sort Sealed Bid form;
   2. A completed Supplemental Information form; and
   3. A bid deposit

Mailed Bids

A. Mail-in bid envelopes are required to have printed on the outside: "DO NOT OPEN UNTIL SALE DATE. SEALED BID ENCLOSED." The sealed bid envelope(s) will be enclosed inside the mailed-in envelope. Mailed bids must be submitted in an envelope with the name of the sale, the bidder's name and the agreement number clearly written on the outside of the envelope. The full legal name and business address of the bidder must be inserted where indicated on the form, and must be the same on the bid bond and timber sale contract. The bid form must be signed by an authorized person. When a bidder has more than one person authorized to bid, then documentation of those persons with signature authority for bidding must accompany the bid or be on file at the region office. One bid per mailed-in envelope, please.
B. Mail-in or otherwise delivered bids will be accepted up to 4:30 p.m. on last business day before auction. Bidders assume the risk for the method of delivery they choose. WDFW assumes no responsibility for any delays caused by any delivery service.
C. Sealed bid envelopes must contain the following:
   1. A completed **'Log Sort Sealed Bid Form'**;
   2. A completed **'Log Sort Sealed Bid Supplemental Information Form'** and;
   3. A bid deposit
D. Mail-in bids should be mailed to:

Leland Lauffer
Middle Hutchins Bid Coordinator
Washington Department of Fish and Wildlife
1130 West University Way
Ellensburg, WA 98926

Middle Hutchins SEALED BID. DO NO OPEN UNTIL Tuesday, April 18th, 2023 AT 9:00 AM

STATE OF WASHINGTON
DEPARTMENT OF FISH AND WILDLIFE

LOG SALE AND PURCHASE CONTRACT

AGREEMENT NO. 23001M

SALE NAME: Middle Hutchins Restoration Thin

THE STATE OF WASHINGTON DEPARTMENT OF FISH AND WILDLIFE, HEREINAFTER ACTING SOLELY, IN ITS PROPRIETARY CAPACITY, STATE, AND _____, PURCHASER, AGREE AS FOLLOWS:

Section G: General Terms

G-001.2 Definitions

The following definitions apply throughout this contract;

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

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

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

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

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

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

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

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

State: The Washington State Department of Fish and Wildlife, landowner and seller of forest products from the timber sale area. The State is represented by the Wildlife Program Lands Division Manager as designated on the contract signature page. Contractual obligations to the State are enforced by the Lands Division Manager or the designated Contract Administrator.

G-010.2 Products Sold and Sale Area

Purchaser was the successful bidder on _____ and sale was confirmed on _____. The State, as owner, agrees to sell and deliver to the Purchaser logs meeting the log sort specifications as described in the G-022.2 clause. Logs will be delivered from the Middle Hutchins Timber Sale described as parts of Sections 2, 3, 10, 11 in Township 18 North, Range 16 East, W.M., in Kittitas County, Washington.

G-022.2 Sorting Specifications

Purchaser shall accept and pay for delivery of log sorts by a state selected contractor to the designated Purchaser location that meets the following specifications:

Agreement No.	Sort #	Description	Destination and Location
23001M	1	DF 5” + dib Sawlog	_____

Unless otherwise specified, no blue stain is allowed in Ponderosa pine.

G-024.2 Manufacturing Standards

All forest products except poles, produced and sold under this contract will be manufactured to maximize the amount of logs meeting preferred log lengths and to achieve the average log length listed.

Agreement No.	Sort #	Scaling Rule
_____	1-	ES

Average Log Length (If Applicable)	Preferred Log Lengths
_____	_____

"WS" indicates that west side scaling rules apply. Minimum trim is 8 inches per scaling segment for west side scaling rules. "ES" indicates that east side scaling rules apply. Minimum trim is 4 inches per scaling segment for east side scaling rules.

Poles produced under this contract will be manufactured to ANSI specifications (American National Standard Specifications and Dimensions for Wood Poles), in force at the time of signing this contract.

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

G-026.2 Log Delivery Destination

Purchaser shall accept logs delivered to the destination as described in the G-022.2 clause. Purchaser may make a written request to the State for a change in log delivery destination or scaling or weighing location. If agreeable and in the best interest of the State, the State may approve the Purchaser's request. Written approval must be granted by the State prior to log delivery to a new destination or use of a new scaling or weighing facility.

Increased haul distance shall result in an increase in the P-028.2 log delivery payment rate in an amount to be calculated by the State. In no circumstance shall the payment rate for delivered logs be reduced as a result of a state approved delivery destination or scaling or weighing facility change.

Purchaser may refuse loads delivered to the wrong destination.

G-027.2 Log Delivery Schedule and Conditions

a. Delivery hours - Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.

b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.

c. Log Delivery Interruptions - Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026.2 and D-027.2 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.

d. Required Acceptance of Daily Load Deliveries and Notification - If the State is harmed by purchaser's refusal to accept up to 20 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026.2 and D-027.2 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:

   1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or

   2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.

e. State Notification to Purchaser - The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates the number of truck deliveries on any day will exceed the number listed above.

G-030.2 Contract Term and Expiration Date

Purchaser agrees to accept and pay for forest products delivered through the period ending November 30th, 2023.

G-050.2 Contract Term Extension

Contract extensions and any other conditions subject to the extension as agreed to by the Purchaser and State, must be formalized in writing, signed by Purchaser and State.

G-054.2 Early Contract Termination

The State may terminate this contract in whole or in part by giving fifteen (15) days written notice to the Purchaser when it is in the best interests of the State. If this contract is so terminated, the State shall be liable only for the return of that portion of the initial deposit that is not required for payment, and the return of unapplied payments. The State shall not be liable for damages, whether direct or consequential.

G-056.2 Force Majeure

No Party shall be liable for any failure to perform its obligations other than payments due where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, or other natural disaster), war, act of foreign enemies, hostilities (whether war is declared or not), terrorist activities, government sanction, fire, labor dispute, strike or lockout.

Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

In the event of Force Majeure, the State reserves the right to terminate this agreement in accordance with clause G-054.2 ‘Early Contract Termination’.

G-060.2 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 to be harvested or 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 VOLUME, WEIGHT, QUANITY, OR QUALITY, of the forest products to be harvested. The descriptions of the forest products to be conveyed, are estimates only, made solely for administrative and identification purposes. The timing of forest product deliveries.

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

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-070.2 Limitation on Damage

In the event of a breach of any provision of this contract by the State, the liability of the State shall be limited to return of the unused initial deposit and unapplied payments to the Purchaser. The State shall not be liable for any damages, whether direct, incidental, or consequential.

G-112.2 Title

The State hereby warrants that State is the owner of said logs and has the right to sell same, free of liens, encumbrances, or claims, but subject to trade restrictions promulgated in WAC 240-15-015. Purchaser assumes title and all risk and responsibility for said logs upon delivery.

G-160.2 Agents

The State's rights and duties will be exercised by the Wildlife Program Lands Division Manager in Olympia, Washington. The Lands Division Manager will notify Purchaser in writing who is responsible for administering the contract. The Lands Division 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 logs conveyed beyond the terms of this contract.

The Purchaser agrees to notify the State in writing of their authorized representative at the log delivery destination who will be readily available and who shall be authorized to receive, on behalf of the Purchaser any instructions or notices given by the State in regard to performance under this contract, and any limits to this person's authority.

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-200.2 Notice

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

G-026.2 Log Delivery Destination
G-027.2 Log Delivery and Schedule Conditions

All other notices required to be given under this contract shall be in writing and delivered to their respective authorized agent or mailed to the Party's post office address. Parties agree to notify the other of any change of mailing address.

G-210.2 Violation of Contract

a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend delivery of further loads of forest products. If the violation is capable of being remedied, the Purchaser has five (5) days after receipt of suspension notice to remedy the violation. If the violation cannot be remedied (such as violation of WAC 240-15-015) or Purchaser fails to remedy the violation within five (5) days after receipt of a suspension notice, the State may terminate the rights of the Purchaser under this contract and collect damages as described in the damages clause in this contract.

b. The State has the right to remedy the breach in the absence of any indicated attempt by the 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 thirty (30) days of receipt of billing.

c. If Purchaser's violation is a result of a failure to make payment to the State when due, in addition to (a.) above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due. The State may secure payments from the security provided.

G-240.2 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 Wildlife Program Lands Division Manager for resolution prior to seeking other relief.

b. The Wildlife Program Lands Division Manager will issue a written decision on Purchaser's request within five business days.

c. Within five business days of receipt of the Wildlife Program Land Division Manager's decision, the Purchaser may make a written request for resolution to the Wildlife Program Manager.

d. Unless otherwise agreed, the Wildlife Program Manager will hold a conference within 15 calendar days of the receipt of Purchaser's request for review of the Wildlife Program Land Division Manager's written decision. Purchaser and the Wildlife Program Land Division Manager will have an opportunity to present their positions. The Wildlife Program Manager will issue a decision within a reasonable time of being presented with both Parties' positions.

G-252.2 Forest Excise Tax

Purchaser shall be responsible for payment of all forest excise taxes pursuant to chapter 84.33 RCW.

G-253.2 Harvesting Cost Information

The State agrees to supply all harvesting cost information to the Purchaser for their consideration in payment of forest excise taxes.

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-330.2 Contract Review

Purchaser may arrange with the Contract Administrator to review the provisions of this contract prior to the delivery of forest products.

Section P: Payments and Securities

P-010 Initial Deposit

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

P-028.2 Payment for Forest Products Delivered

Purchaser agrees to pay the State for delivered forest products at the following rate:

$_____/_____

Purchaser agrees to increase the above delivered payment rate as approved by the State in the event the location of delivery is changed per the G-026.2 clause.

P-036.2 Missorts and Payment Reduction for Delivered Forest Products

Forest Products delivered that do not meet the sorting specifications in G-022.2 where species are incorrect, are scaled over 1" outside the listed diameter specifications, or ponderosa pine with blue stain are considered mis-sorts.

However, when mis-sorted Forest Products amount to more than 3% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-sort threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-sort payment reduction is subject to State approval and shall be determined by the State's delivered product analysis. Forest Products determined by the State eligible for mis-sort price reduction are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-sorted will be calculated as follows:

Payment Reduction = (B x M) x R
Where:
B = Bid rate from P-028.2 clause
M = Mis-sorted volume exceeding threshold excluding utility
R = Reduction factor
0.3 for mis-sort except for blue stain
0.4 for mis-sort related to blue stain

Third party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Purchaser's exclusive remedy for mis-sorts shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code

P-037.2 Mismanufacture and Payment Reduction for Delivered Forest Products

Forest Products delivered that do not meet preferred log length specifications or multiples or combinations of preferred lengths and Forest Products delivered not meeting minimum log quality specifications as described in the G-024.2 clause are considered mis-manufactured. Purchaser receiving mis-manufactured Forest Products is required to pay the State at the bid price under this contract.

However, when mis-manufactured Forest Products amount to more than 5% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-manufacture threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-manufacture payment reduction is subject to State approval and shall be determined by the State's delivered product analysis. Forest Products determined by the State eligible for mis-manufacture price reductions are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-manufactured will be calculated as follows:

Payment Reduction = (B x M) x (0.2)
Where:
B = Bid rate from P-028.2 clause
M = Mis-manufactured volume exceeding threshold excluding utility

Third party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Purchaser's exclusive remedy for mis-manufacture shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

P-039.2 Tonnage Sort Payment Reduction Requirements

Purchaser must provide a plan in writing, acceptable to the State, to acquire third party Scribner mbf scaling information in order to be eligible for a payment reduction for a tonnage sort according to clauses P-036.2 or P-037.2. Logs delivered and accepted by the Purchaser prior to the State's acceptance of Purchaser's written payment reduction plan are not eligible for payment reduction.

Failure of Purchaser to provide sample scale data in a timely, accurate and legible basis will void an approved sample scale plan.

An approved payment reduction plan can be voided at the sole discretion of the State.

For the purpose of tonnage sort payment reduction requests, preferred log lengths for tonnage sawlog sorts shall include the following plus any additional lengths identified in clause G-022.2:

Species Type	Preferred Lengths
Conifer Sorts	16', 20', 24', 26', 32', 40'
Hardwood Sorts	18', 20', 26', 28', 30', 36', 38', 40'

P-040.2 Weighing and Scaling Costs

Purchaser agrees to pay for all weighing costs for logs delivered regardless if logs are purchased on a weight or scale basis. In addition, Purchaser also agrees to pay for all scaling costs for logs delivered on a scale basis.

P-045.2 Guarantee of Payment

Prior to the delivery of forest products and at a date determined by the State, Purchaser shall guarantee payment to the State for products delivered by posting with the State an approved payment security. If the Purchaser has purchased more than one sort, the payment securities may be consolidated for all the sorts. Acceptable payment security includes cash, certificate of deposit assignment, payment bond, savings account assignment, or irrevocable bank letter of credit.

The amount of payment security shall be determined by the State. The amount of payment security shall represent at least 30 days value of forest product deliveries. Payment security for products delivered will be used to guarantee payment to the State for late or non-payments.

If at any time the State determines that the security has become unsatisfactory or a demand is made against the payment security, the Purchaser agrees to increase the amount or replace the security with one acceptable to the state within 30 days.

P-050.2 Billing and Payment Procedure for Forest Products Delivered

The State will compute and forward to Purchaser a billing statement of charges for forest products delivered during the billing period at the delivered rate shown in P-028.2 clause. After receipt of the billing statement, Purchaser's payment must be received by the Department of Fish and Wildlife on or before the due date shown on the billing statement. Purchaser agrees to make payment, payable to the Washington State Department of Fish and Wildlife. Failure to pay on time for forest products delivered is considered a breach of contract.

Included with the billing statement will be a summary report for the billing period compiled by the State or their log and load reporting service.

The State will adjust final billings to account for any State approved payment reductions.

P-080 Payment Account Refund

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

Section L: Log Definitions and Accountability

L-010.2 Forest Products Conveyed

Forest products conveyed are logs or parts of logs delivered meeting the sorting criteria defined by clauses G-022.2 and G-024.2 of this contract

L-014.2 Sorts Delivered to Incorrect Destination

Purchaser has agreed to purchase the sort as described in the G-022.2 clause. In the event a load from a different sort is delivered to Purchaser, Purchaser may reject the load. If Purchaser receives an incorrectly delivered load, they shall notify the State within 24 hours. If the Purchaser accepts the load, provisions in the P-035.2 or P-036.2 clause may apply.

L-071.2 Log and Load Reporting Service

This contract may, at the States discretion, require the services of a State approved third party log and load reporting service. Purchaser shall ensure log volume measurement, weight, or scale and weight data for each load is received by the log and load reporting service within 24 hours of logs being measured or weighed.

If during the term of this contract, the State discontinues use of the Log and Load Reporting Service, the State will notify the Purchaser in writing, and will approve an alternative log and load reporting process.

L-100 Scaling Rules

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

Determination of volume and grade of ponderosa pine logs shall be conducted by a state approved third party scaling organization and in accordance with the Eastside log scaling and grading rules, Region 6 taper rules, and Scribner Volume Table, revised July 1, 1972, contained in the Northwest Log Rules Eastside and Westside Log Scaling Handbook (developed and produced by the Northwest Log Rules Advisory Group) and in effect on the date of confirmation of this contract.

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

L-110 State Approval of Log Scaling and Weighing Locations

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

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

Section D: Damages

D-010.1 Liquidated Damages

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

D-026.2 Damages for Delivery Interruptions and Load Non-Acceptance

a. Purchaser's failure to accept deliver of forest products due to an extended delivery interruption exceeding the limits as described in the G-027.2 (c) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of $1,000.00 per each day of breach, until breach is remedied.

b. Unless Purchaser and the State have made a prior agreement in writing, Purchaser's failure to accept at least the number of delivered loads as described in the G-027.2 (d) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of $200 per each truck delivery not accepted, until breach is remedied.

D-027.2 Failure to Accept Forest Products Sold

Purchaser's failure to accept all or part of the forest products sold in this agreement prior to expiration or completion of the contract results in substantial injury to the State. Except for reasons other than 'Force Majeure' (G-056.2), either section a. or b. below will apply as determined by the State.

a. When Purchaser's refusal to accept forest products does not prevent further harvesting operations, or forest products can be re-sold to another buyer acceptable to the State, Purchaser shall be liable for and pay State for actual damages plus costs, as determined by the State associated with the administration and re-sale of forest products not accepted by Purchaser under the terms of this contract.

b. When Purchaser's refusal to accept forest products causes a stoppage of the State's harvesting operations and prevents the State from further harvest of the sale area, the actual damage to the State and associated costs are difficult to assess. The remaining value of all the forest products left in the sale area once the stoppage occurs is not readily ascertainable. Purchaser's failure to perform disrupts the State's management plans. Therefore, Purchaser agrees to pay the State as liquidated damages, a sum calculated using the following formula:

LD = (.35V-I) + C+ A - P

Where:

LD = Liquidated Damages

V = The stumpage value remaining in the sale area at the date of work stoppage. This will be determined by multiplying the contract bid rate contained in the P-028.2 clause for all sorts originating in the sale area, by the State's estimate of the remaining volume, less the cost of harvesting and delivery associated with each sort.

I = Initial Deposit

C = Costs associated with required harvesting services and road construction services prior to work stoppage but not amortized or paid.

A = Administrative fee = $2,500.00

P = Advance payments received exceeding the value of logs delivered under this contract.

The above formula reflects the Purchaser's forfeiture of the initial deposit in accordance with clause P-010 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 the work stoppage until final payment, calculated using the following formula:

Interest = r x LD x N

Where:

r = daily equivalent of an annual interest at current interest rate as established by WAC 332-100-030.

N = Number of days from work stoppage to time of payment

D-030.2 Inadequate Log Accountability

Failure to provide weighing and third party scaling information result in substantial injury to the State. The potential loss of accountability is not readily ascertainable. These contractual breaches result in an increase in the potential for the delivery of forest products for which the State receives inadequate payment and causes an increase in the State's administration costs associated with this contract. The actual costs of these breaches are difficult to assess.

For these reasons, Purchaser's payments for forest product delivery under this contract will be increased in the following amounts, as liquidated damages, to compensate the State for these breaches: $250.00 each time a load weight is not provided as required by the contract, and $250.00 each time load scale data is not determined and provided by a State approved third party scaling organization in accordance with this contract.

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

_____	STATE OF WASHINGTON DEPARTMENT OF FISH AND WILDLIFE
_____ Purchaser	_____ Cynthia Wilkerson Wildlife Program Lands Division Manager
Date: _____ Address: _____ _____	Date: _____