WASHINGTON STATE DEPARTMENT OF Natural Resources

TIMBER NOTICE OF SALE

***SALE NAME**: DEER FIRE SALVAGE SORTS* ***AGREEMENT NO**: 30-93522 - 30-93530*

AUCTION: March 22, 2016 starting at 10:00 a.m.
Northeast Region Office, Colville, WA

COUNTY: Stevens

SALE LOCATION: Sale located approximately 14 miles west of Springdale, WA

PRODUCTS SOLD AND SALE AREA: All dead and dying timber, except for leave trees as described in Schedule A, in Units 1, 2, 3, 4 and 5 bounded by white timber sale boundary tags meeting the specifications described below; on parts of Sections 6, 7, 8, 10, 16, 22, and 23 all in Township 29 North, Range 38 East W.M., containing 1038 acres, more or less.

MINIMUM BID AND ESTIMATED LOG VOLUMES:

Agreement #	Sort #	Species and Sort Specifications	Average Log Length	Estimated Volume		Tons Per MBF	Minimum Bid Delivered Prices		Total Appraised Value	Bid Deposit
				Mbf	Tons		$/mbf	$/Ton		
30-093522	01	DF/WL 11"+ dib	N/A	1387	6935	5		$67.00	$464,645.00	$46,464.50
30-093523	02	DF/WL 7-10" dib	N/A	1095	6570	6		$57.00	$374,490.00	$37,449.00
30-093524	03	ES/WH/DF/GF/LP/WL 5-6" dib	N/A	1449	9273	6.4		$42.00	$389,466.00	$38,946.60
30-093525	04	PP 11"+ dib	N/A	88	484	5.5		$43.60	$21,102.40	$2,110.24
30-093526	05	PP 7-10" dib	N/A	47	352	7.5		$30.70	$10,806.40	$1,080.64
30-093528	07	ES/WH/GF/ and non-chuck DF/WL 11"+ dib	N/A	1983	10510	5.3		$55.00	$578,050.00	$57,805.00
30-093529	08	ES/WH/GF/LP and non-chuckable DF/WL 7-10" dib	N/A	1557	9654	6.2		$50.00	$482,700.00	$48,270.00
30-093530	09	WRC 5"+ dib	N/A	332	1461	4.4		$155.00	$226,455.00	$22,645.50
Totals:				**7938**	**45239**				**$2,547,714.80**	

CERTIFICATION: This sale is certified under the Sustainable Forestry Initiative® program Standard (cert no: BV-SFIS-US09000572)

BID METHOD: Sealed Bids **UNIT OF MEASURE:** Tonnage Scale

EXPIRATION DATE: November 30, 2016 **ALLOCATION:** Export Restricted

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

BIDDING PROCEDURES: A separate sealed bid and envelope must be submitted for each log sort. Prospective Purchasers may bid on any or all log sorts. On the day of sale the Purchaser must bring their bid deposit up to 10% of their total bid price. Complete bidding procedures and auction information may be obtained from the Northeast Region Office in Colville WA. Phone number (509)684-7474.

TIMBER EXCISE

TAX: **P**urchaser 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 = $28.00 per Ton for sorts 01, 02, 03, 04, 05, 07, 08 and 09.

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

ARRF does not apply.

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

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

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.

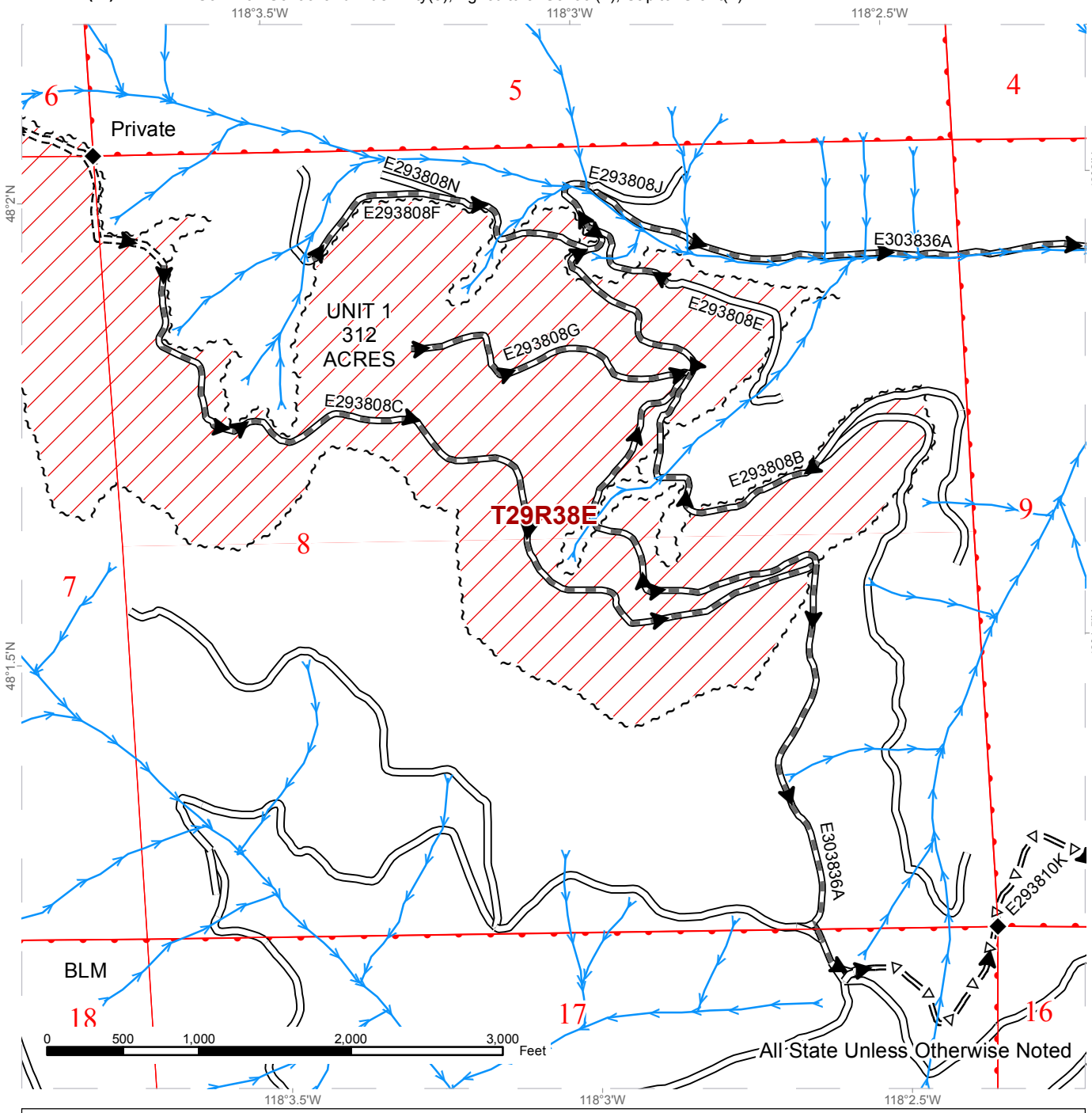
Locked gate restricts access. Contact the Northeast Region Office at (509) 684-7474 for access. Fire scars burned through the bark and into the wood fiber will be bucked from the logs prior to delivery.

For more information regarding this log sort sale visit our web site: http://www.dnr.wa.gov/programs-and-services/product-sales-and-leasing/timber-sales/timber-auction-packets. If you have questions call Matt Ugladea at the Northeast Region Office at (509)684-7474 or Steve Teitzel at the Product Sales and Leasing Division Office in Olympia at (360)902-1741.

TIMBER SALE MAP

SALE NAME: DEER FIRE SALVAGE SORTS
AGREEMENT #: 30-093495
TOWNSHIP(S): T29R38E
TRUST(S): Common School and Indemnity(3), Agricultural School(4), Capitol Grant(7)

REGION: Northeast Region
COUNTY(S): STEVENS
ELEVATION RGE: 2719-4689



~~~ Sale Boundary Tags
Ground Skidding
Existing Road
Optional PreHaul Maintenance
Required PreHaul Maintenance
Required Construction
Haul Route
Streams
Monumented Corners

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Prepared By: jmis490 01/04/2016

Modification Date: 2/26/2016
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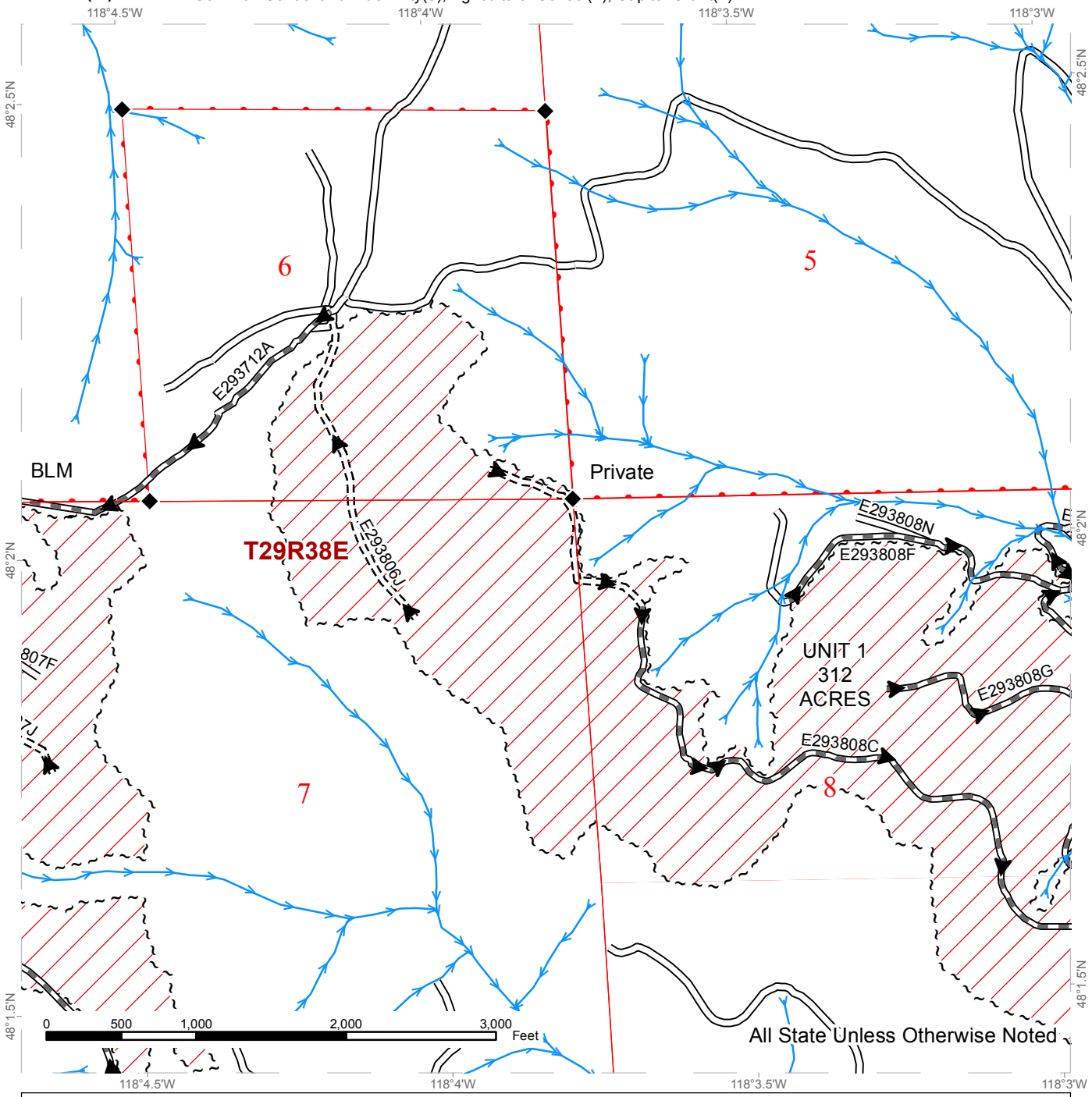

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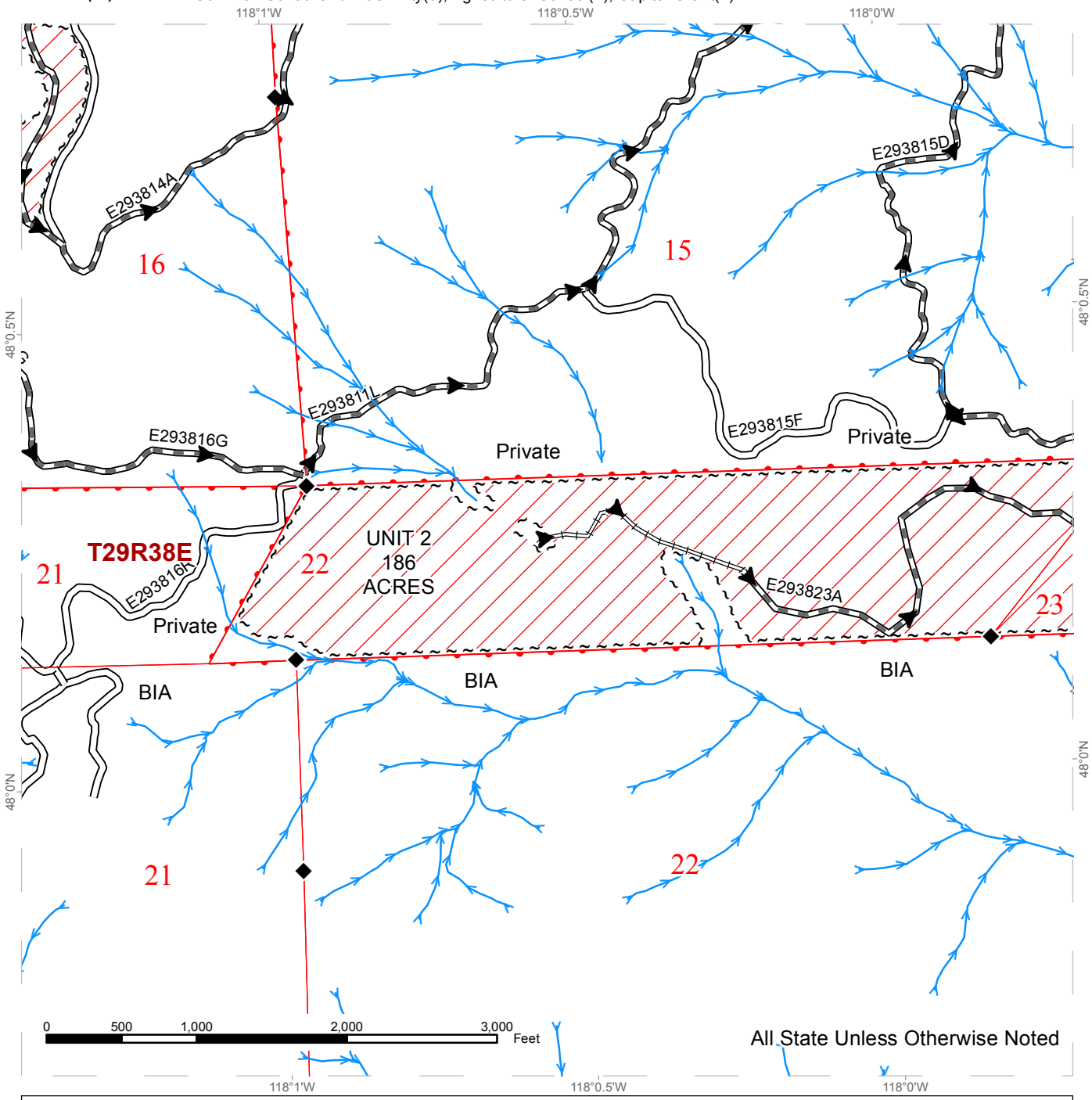

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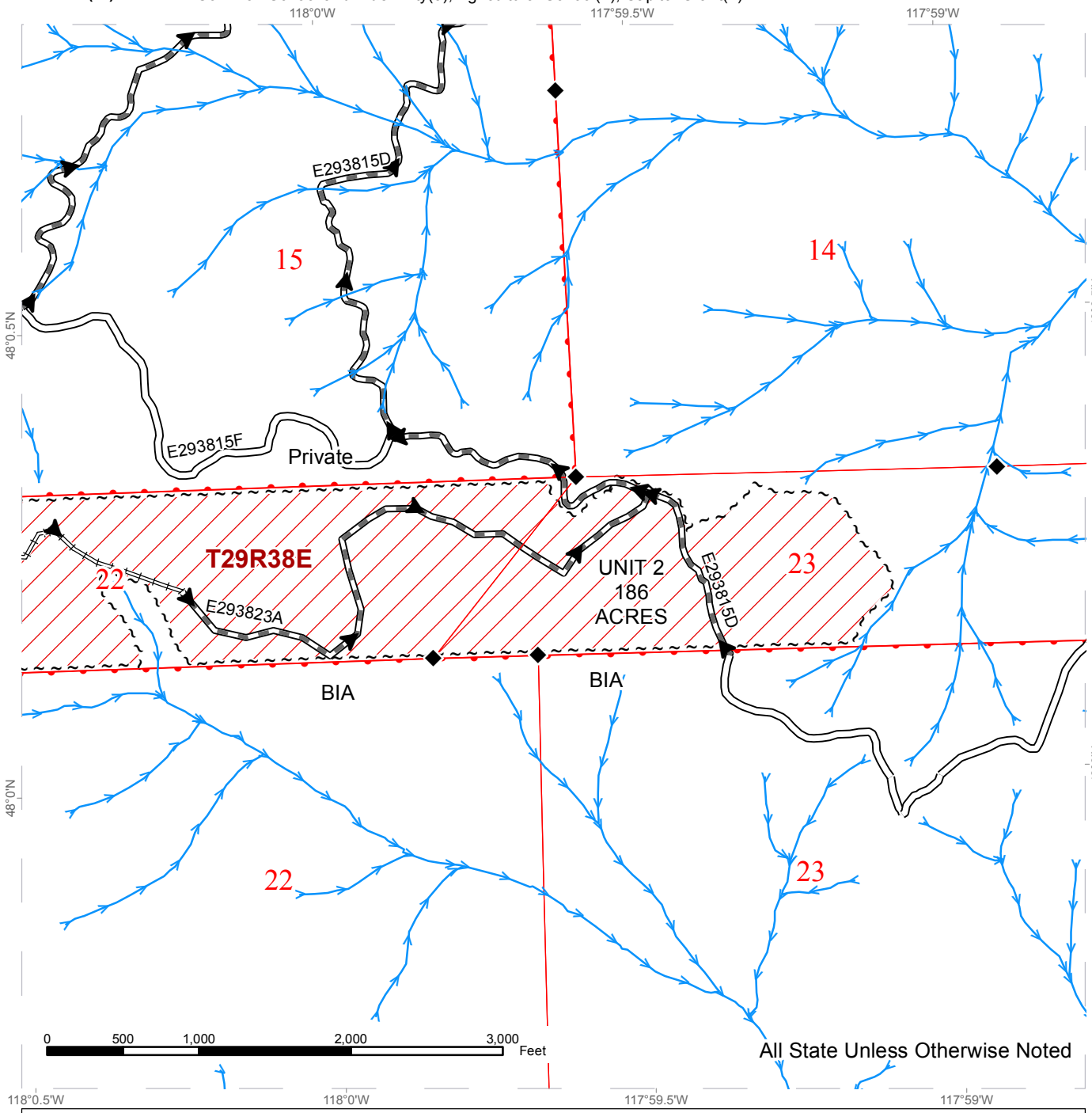

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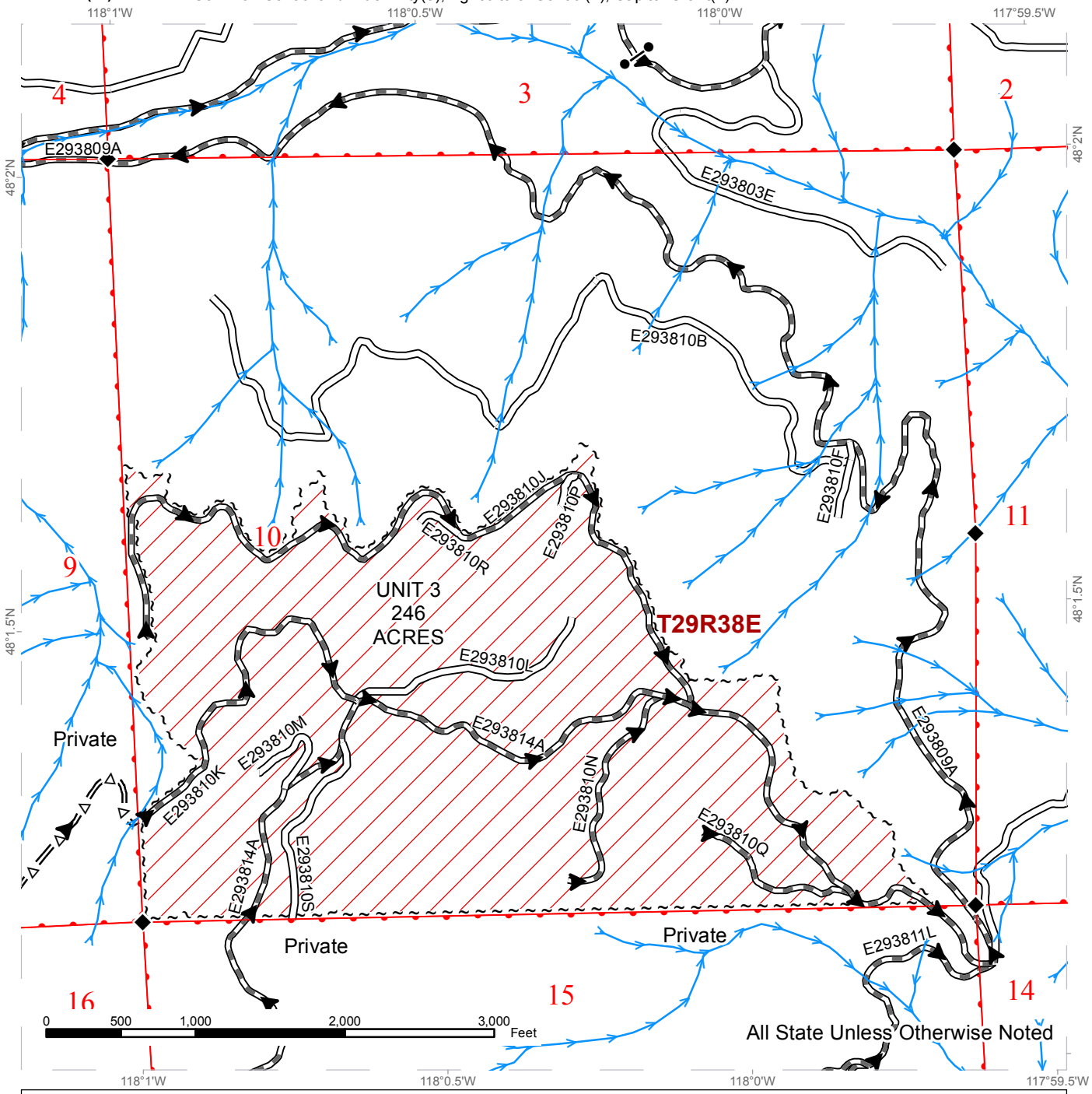

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Gate
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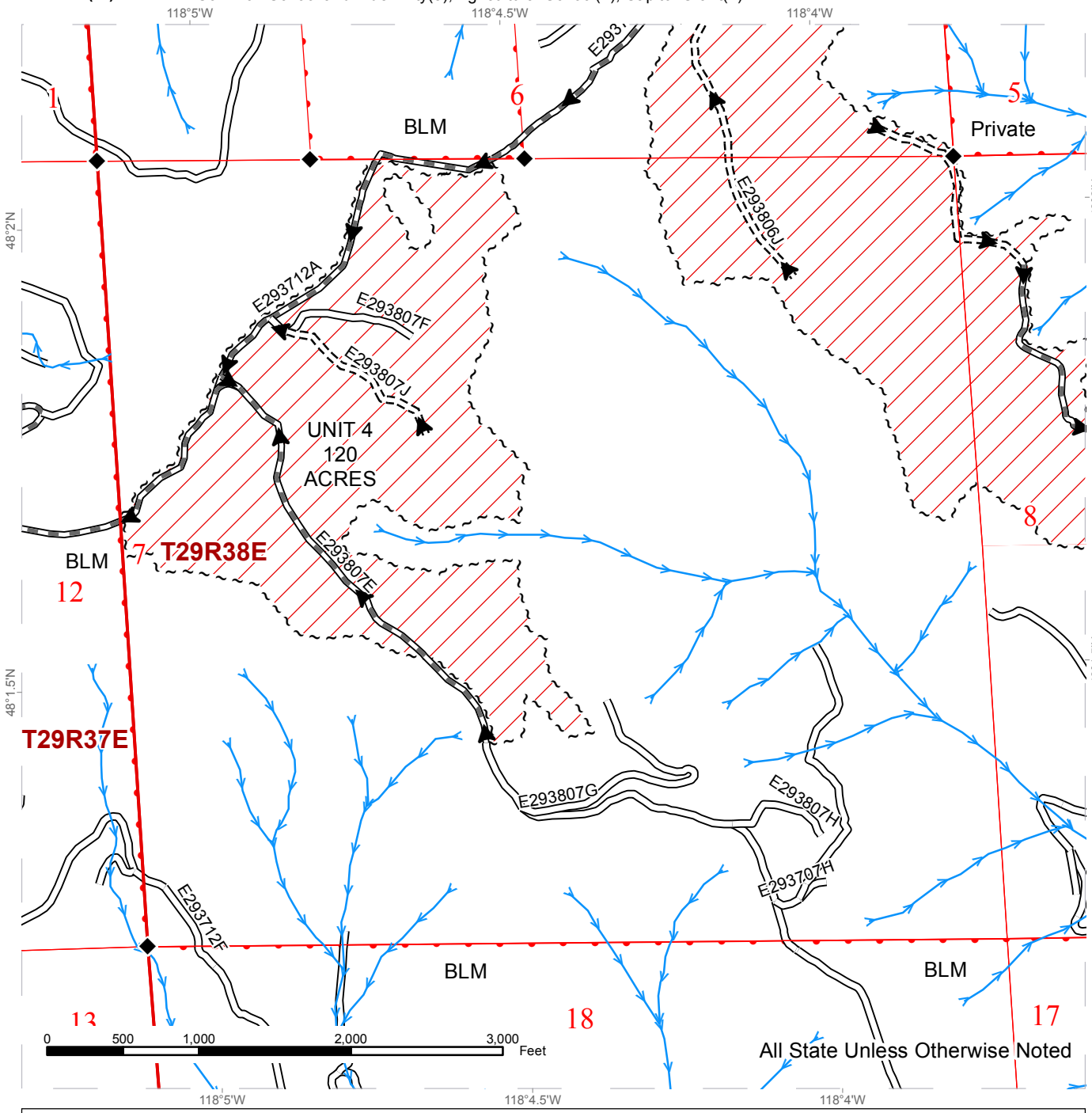

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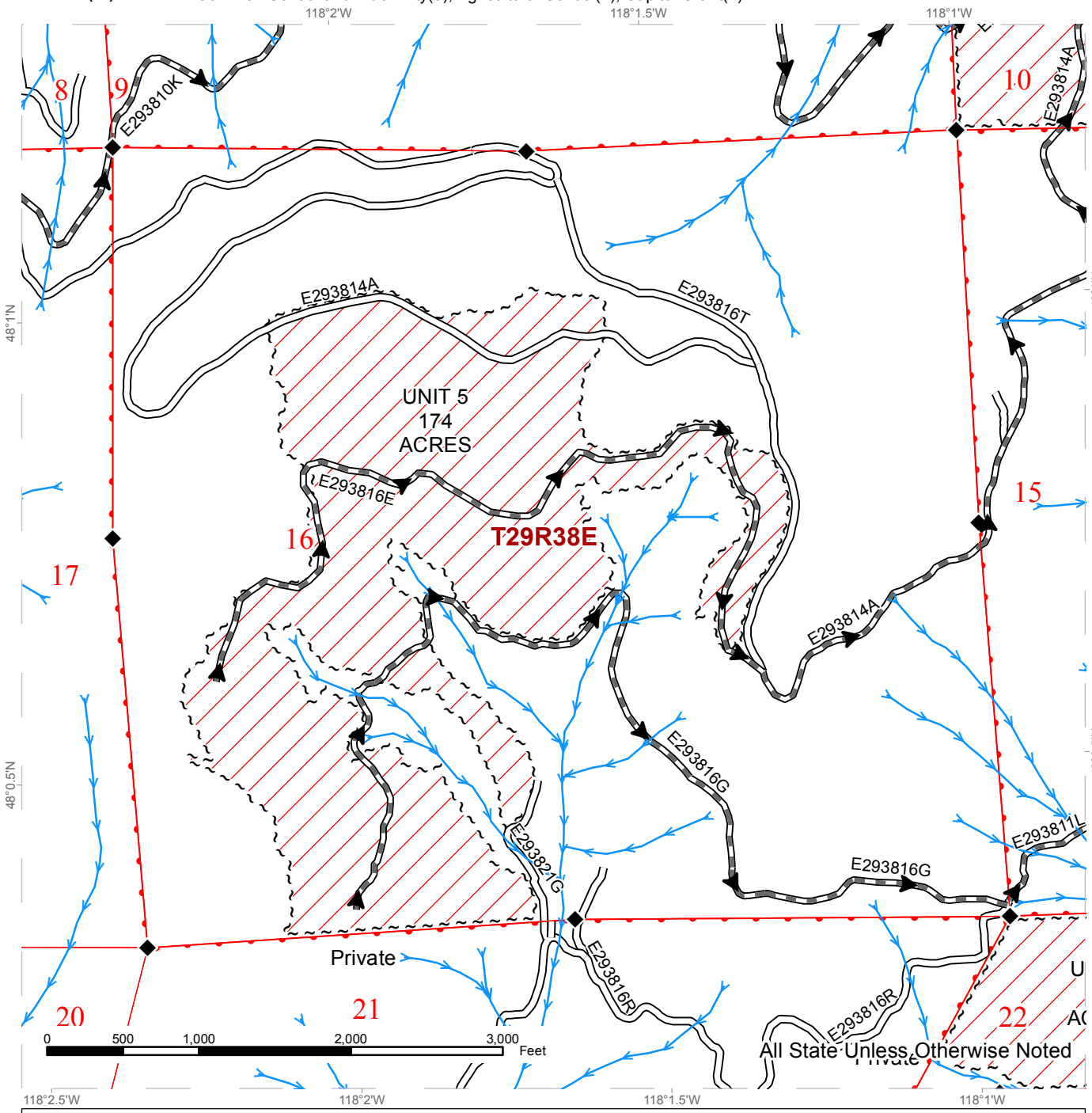

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DRIVING MAP

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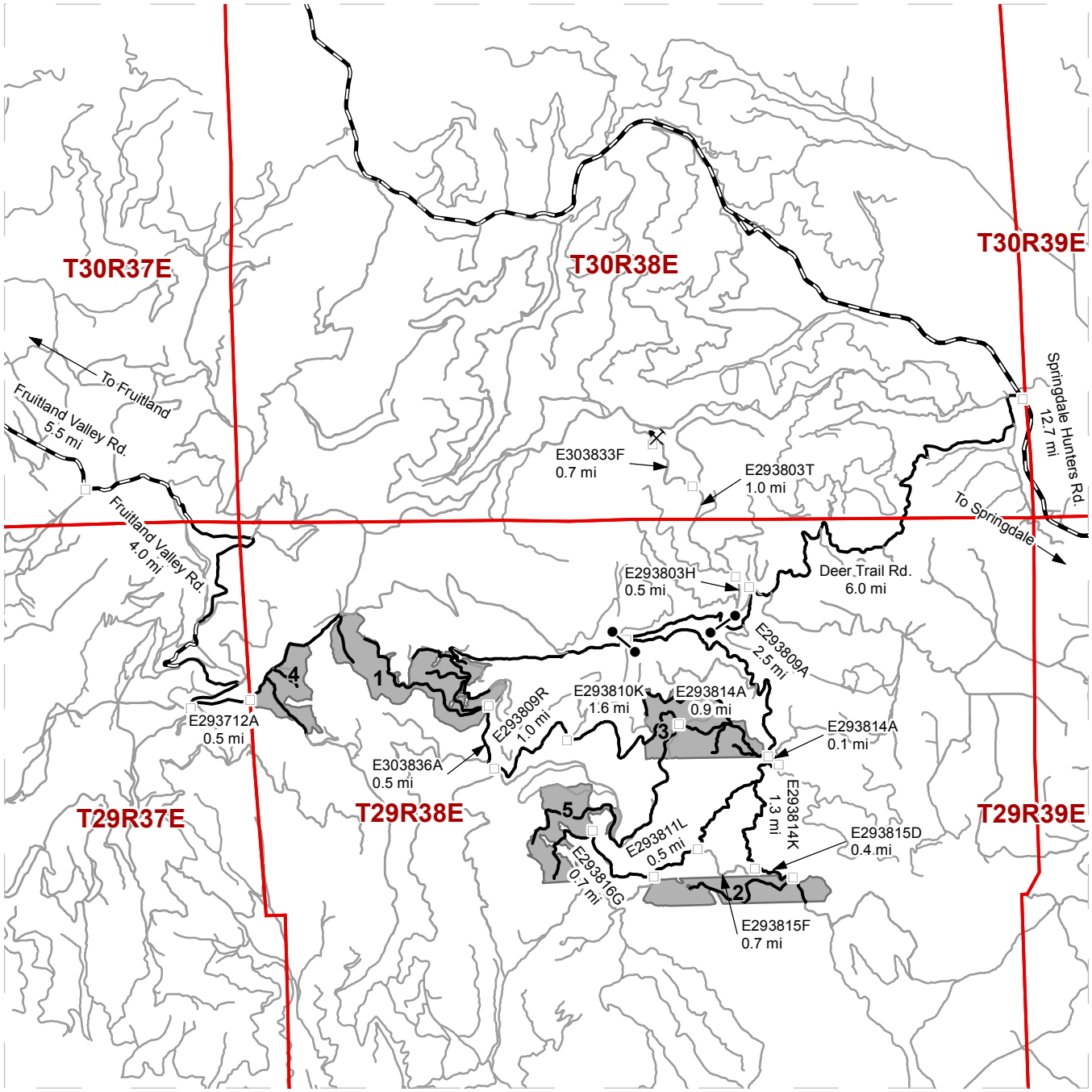

- Timber Sale Unit
- Haul Route
- Other Route
- County Road
- Milepost Markers
- Gate
- Existing Rock Pit

DRIVING DIRECTIONS:

To access Units 1, 2, 3 and 5 from Springdale, WA, travel west on Springdale Hunters Road approximately 12.7 miles to Deer Trail Road. Turn west on the Deer Trail Road and follow to road E303836A and travel approximately 6.0 miles. Cross the six mile bridge and travel east along road E293809A for 2.5 miles. At the five-way junction, take road E293814A and travel northwest approximately 0.1 miles to access Unit 3.

To access Units 2 and 5, at the five-way junction, travel south on road E293814K for 1.3 miles. At the junction of E293814K and E293815D, travel east on E283814D for 0.4 miles to Unit 2. To access Unit 5, at the junction of E293815K, E293815D and E293815F, turn west on E293815F ,travel 0.7 miles to E293811L, travel southwest on E293811L 0.5 miles to E293816G, travel west on E293816G 0.7 miles to Unit 5.

To access Unit 1, follow directions to Unit 3. At the junction of E293809A and E293814A, turn northeast on E293814A. Travel for 1.0 mile to the junction of E2938914A and E293810K. Travel west on the E293810K for 1.6 miles to the junction of E293810K and E293809R. Travel southwest on the E293809R for 1.0 miles to the junction of E293809R and E303836A. Travel north for 0.5 miles on E303836A to Unit 1.

To access Unit 4, from the intersection of Hwy 25 and Fruitland Valley Road in the town of Fruitland, WA, turn east on Fruitland Valley Road off of Hwy 25, continue on Fruitland Valley Road approximately 5.5 miles to the intersection of Fruitland Valley Road and Turk Road. Continue southeast on Fruitland Valley Road for approximately 4.0 miles to the intersection of Fruitland Valley Road and E293712A road. Travel east for 0.5 miles on E293712A to Unit 4.

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Prepared By: jmis490 01/04/2016

Modification Date: 2/16/2016

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

LOG SALE AND PURCHASE CONTRACT

AGREEMENT NO. 30-093522

SALE NAME: DEER FIRE SALVAGE SORT 01

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-001.2 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 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.

G-010.2 Products Sold and Sale Area

Purchaser was the successful bidder on March 22, 2016 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 DEER FIRE SALVAGE SORTS Timber Sale described as parts of Sections 6, 7, 8, 10, 16, 22, and 23 all in Township 29 North, Range 38 East W.M., in Stevens County.

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
93522	1	DF/WL 11"+ dib	

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
93522	01	ES

Average Log Length	Preferred Log Lengths
N/A	

"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.
d. Surface characteristics for a high quality (HQ) "A" log sort will have sound tight knots and not to exceed 1 ½ inch in diameter, numbering not more than an average of one per foot of log length. May include logs with not more than two larger knots. Knots ½ inch and smaller in diameter shall not be a determining factor. Logs will have a growth ring count of 6 or more rings per inch in the outer third top end of the log.

G-025 Schedules

The following attached schedules are hereby incorporated by reference:

Schedule	Title
A	Sort Specifications

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.

f. If payments are not received or, the State determines that the payment security has become unsatisfactory or, a demand is made against the payment security

under the P-045.2 clause the State shall suspend deliveries until such time as the violation has been remedied. Any suspension of deliveries due to late payment or inadequate payment security will be considered a Log Delivery Interruption under (c) of this clause.

G-030.2 Contract Term and Expiration Date

Purchaser agrees to accept and pay for forest products delivered through the period ending November 30, 2016.

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-116.2 Sustainable Forestry Initiative® (SFI) Certification

Forest products purchased under this contract are certified as being in conformance with the Sustainable Forestry Initiative program Standard under certificate number: BV-SFIS-US09000572.

G-160.2 Agents

The State's rights and duties will be exercised by the Region Manager at Colville, Washington. The Region Manager will notify Purchaser in writing who is responsible for administering the contract. The Region Manager has sole authority to waive, modify, or amend the terms of this contract in the manner prescribed in clause G-180. No agent, employee, or representative of the State has any authority to bind the State to any affirmation, representation, or warranty concerning the 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
G-210.2 Violation of Contract

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 Region Manager for resolution prior to seeking other relief.

b. The Region Manager will issue a written decision on Purchaser's request within five business days.

c. Within five business days of receipt of the Region Manager's decision, the Purchaser may make a written request for resolution to the Deputy Supervisor - Uplands of the Department of Natural Resources.

d. Unless otherwise agreed, the Deputy Supervisor - Uplands will hold a conference within 15 calendar days of the receipt of 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-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 DATA MISSING initial deposit, which will be maintained pursuant to RCW 79.15.100(3). If the operating authority on this contract expires without Purchaser's payment of the full amount specified in 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:

$0.00/Ton

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.

Scale information for determining mis-sort payment reduction eligibility must be obtained from roll-out scale. Truck-ramp and/or bundle scaling information is not acceptable for determining eligibility.

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 3% 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.

Scale information for determining mis-manufacture payment reduction eligibility must be obtained from roll-out scale. Truck-ramp and/or bundle scaling information is not acceptable for determining eligibility.

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-024.2:

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 agrees to pay for all scaling costs for logs delivered on a scale basis. Purchaser also agrees to pay for all costs associated with the transmission and reporting of scale or weight data.

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 5 business days. Failure to increase the amount or replace the security is considered a breach of contract.

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 Natural Resources on or before the due date shown on the billing statement. Purchaser agrees to make payment, payable to the Department of Natural Resources. 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 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-090 Scaling Rules

Determination of volume of any forest products 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 Liquidated Damages

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

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

a. Purchaser’s failure to accept delivery 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 NATURAL RESOURCES

_____	_____
Purchaser	Loren D. Torgerson Northeast Region Manager
Date: _____	Date: _____
Address:	

CORPORATE ACKNOWLEDGEMENT

STATE OF _____)
)
COUNTY OF _____)

On this _____ day of _____, 20___, before me personally appeared _____
_____ to me known to be the _____ of the corporation that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned, and on oath stated that (he/she was) (they were) authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

_____
Notary Public in and for the State of

_____

My appointment expires _____

Schedule A
Sort Specifications

Sort #1: Douglas fir and western larch 11 inches and greater in diameter inside the bark. If Purchaser designates peeler lengths, then chuckability standards apply to the logs. Non-chuckable logs will be delivered to the Purchaser of Sort #7. If the Purchaser designates sawlog lengths, then all Douglas fir and western larch sawlogs will be delivered to the Purchaser of this sort and none will be delivered to the Purchaser of Sort #7.

Sort #2: Douglas fir and western larch 7 inches to 10 inches diameter inside the bark. If Purchaser designates peeler lengths, then chuckability standards apply to the logs. Non-chuckable logs will be delivered to the Purchaser of Sort #8. If the Purchaser designates sawlog lengths, then all Douglas fir and western larch sawlogs will be delivered to the Purchaser of this sort and none will be delivered to the Purchaser of Sort #8.

Sort #3: Lodgepole pine, grand fir, Engelmann spruce, western hemlock, Douglas fir and western larch 5 inches to 6 inches diameter inside the bark.

Sort #4: Ponderosa pine 11 inches and greater in diameter inside the bark.

Sort #5: Ponderosa pine 7 inches to 10 inches diameter inside the bark.

Sort #6: Blue Stain ponderosa pine 7 inches and greater in diameter inside the bark.

Sort #7: Lodgepole pine, grand fir, Engelmann spruce, western hemlock, Douglas fir and western larch 11 inches and greater in diameter inside the bark. See Sort #1 description for handling procedures for Douglas fir and western larch.

Sort #8: Lodgepole pine, grand fir, Engelmann spruce, western hemlock, Douglas fir and western larch 7 inches to 10 inches diameter inside the bark. See Sort #2 description for handling procedures for Douglas fir and western larch.

Sort #9: Western red cedar 5 inches and greater in diameter inside the bark.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

LOG SALE AND PURCHASE CONTRACT

AGREEMENT NO. 30-093523

SALE NAME: DEER FIRE SALVAGE SORT 02

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-001.2 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 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.

G-010.2 Products Sold and Sale Area

Purchaser was the successful bidder on March 22, 2016 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 DEER FIRE SALVAGE SORTS Timber Sale described as parts of Sections 6, 7, 8, 10, 16, 22, and 23 all in Township 29 North, Range 38 East W.M., in Stevens County.

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
93523	2	DF/WL 7-10" dib	

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
93523	02	ES

Average Log Length	Preferred Log Lengths
N/A	

"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.
d. Surface characteristics for a high quality (HQ) "A" log sort will have sound tight knots and not to exceed 1 ½ inch in diameter, numbering not more than an average of one per foot of log length. May include logs with not more than two larger knots. Knots ½ inch and smaller in diameter shall not be a determining factor. Logs will have a growth ring count of 6 or more rings per inch in the outer third top end of the log.

G-025 Schedules

The following attached schedules are hereby incorporated by reference:

Schedule	Title
A	Sort Specifications

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.

f. If payments are not received or, the State determines that the payment security has become unsatisfactory or, a demand is made against the payment security

under the P-045.2 clause the State shall suspend deliveries until such time as the violation has been remedied. Any suspension of deliveries due to late payment or inadequate payment security will be considered a Log Delivery Interruption under (c) of this clause.

G-030.2 Contract Term and Expiration Date

Purchaser agrees to accept and pay for forest products delivered through the period ending November 30, 2016.

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-116.2 Sustainable Forestry Initiative® (SFI) Certification

Forest products purchased under this contract are certified as being in conformance with the Sustainable Forestry Initiative program Standard under certificate number: BV-SFIS-US09000572.

G-160.2 Agents

The State's rights and duties will be exercised by the Region Manager at Colville, Washington. The Region Manager will notify Purchaser in writing who is responsible for administering the contract. The Region Manager has sole authority to waive, modify, or amend the terms of this contract in the manner prescribed in clause G-180. No agent, employee, or representative of the State has any authority to bind the State to any affirmation, representation, or warranty concerning the 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
G-210.2 Violation of Contract

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 Region Manager for resolution prior to seeking other relief.

b. The Region Manager will issue a written decision on Purchaser's request within five business days.

c. Within five business days of receipt of the Region Manager's decision, the Purchaser may make a written request for resolution to the Deputy Supervisor - Uplands of the Department of Natural Resources.

d. Unless otherwise agreed, the Deputy Supervisor - Uplands will hold a conference within 15 calendar days of the receipt of 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-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 DATA MISSING initial deposit, which will be maintained pursuant to RCW 79.15.100(3). If the operating authority on this contract expires without Purchaser's payment of the full amount specified in 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:

$0.00/Ton

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.

Scale information for determining mis-sort payment reduction eligibility must be obtained from roll-out scale. Truck-ramp and/or bundle scaling information is not acceptable for determining eligibility.

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 3% 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.

Scale information for determining mis-manufacture payment reduction eligibility must be obtained from roll-out scale. Truck-ramp and/or bundle scaling information is not acceptable for determining eligibility.

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-024.2:

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 agrees to pay for all scaling costs for logs delivered on a scale basis. Purchaser also agrees to pay for all costs associated with the transmission and reporting of scale or weight data.

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 5 business days. Failure to increase the amount or replace the security is considered a breach of contract.

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 Natural Resources on or before the due date shown on the billing statement. Purchaser agrees to make payment, payable to the Department of Natural Resources. 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 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-090 Scaling Rules

Determination of volume of any forest products 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 Liquidated Damages

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

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

a. Purchaser’s failure to accept delivery 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 NATURAL RESOURCES

_____	_____
Purchaser	Loren D. Torgerson Northeast Region Manager
Date: _____	Date: _____
Address:	

CORPORATE ACKNOWLEDGEMENT

STATE OF _____)
)
COUNTY OF _____)

On this _____ day of _____, 20___, before me personally appeared _____
_____ to me known to be the _____ of the corporation that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned, and on oath stated that (he/she was) (they were) authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

_____
Notary Public in and for the State of

_____

My appointment expires _____

Schedule A
Sort Specifications

Sort #1: Douglas fir and western larch 11 inches and greater in diameter inside the bark. If Purchaser designates peeler lengths, then chuckability standards apply to the logs. Non-chuckable logs will be delivered to the Purchaser of Sort #7. If the Purchaser designates sawlog lengths, then all Douglas fir and western larch sawlogs will be delivered to the Purchaser of this sort and none will be delivered to the Purchaser of Sort #7.

Sort #2: Douglas fir and western larch 7 inches to 10 inches diameter inside the bark. If Purchaser designates peeler lengths, then chuckability standards apply to the logs. Non-chuckable logs will be delivered to the Purchaser of Sort #8. If the Purchaser designates sawlog lengths, then all Douglas fir and western larch sawlogs will be delivered to the Purchaser of this sort and none will be delivered to the Purchaser of Sort #8.

Sort #3: Lodgepole pine, grand fir, Engelmann spruce, western hemlock, Douglas fir and western larch 5 inches to 6 inches diameter inside the bark.

Sort #4: Ponderosa pine 11 inches and greater in diameter inside the bark.

Sort #5: Ponderosa pine 7 inches to 10 inches diameter inside the bark.

Sort #6: Blue Stain ponderosa pine 7 inches and greater in diameter inside the bark.

Sort #7: Lodgepole pine, grand fir, Engelmann spruce, western hemlock, Douglas fir and western larch 11 inches and greater in diameter inside the bark. See Sort #1 description for handling procedures for Douglas fir and western larch.

Sort #8: Lodgepole pine, grand fir, Engelmann spruce, western hemlock, Douglas fir and western larch 7 inches to 10 inches diameter inside the bark. See Sort #2 description for handling procedures for Douglas fir and western larch.

Sort #9: Western red cedar 5 inches and greater in diameter inside the bark.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

LOG SALE AND PURCHASE CONTRACT

AGREEMENT NO. 30-093524

SALE NAME: DEER FIRE SALVAGE SORT 03

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-001.2 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 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.

G-010.2 Products Sold and Sale Area

Purchaser was the successful bidder on March 22, 2016 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 DEER FIRE SALVAGE SORTS Timber Sale described as parts of Sections 6, 7, 8, 10, 16, 22, and 23 all in Township 29 North, Range 38 East W.M., in Stevens County.

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
93524	3	ES/WH/DF/GF/LP/WL 5-6" dib	

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
93524	03	ES

Average Log Length	Preferred Log Lengths
N/A	

"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.
d. Surface characteristics for a high quality (HQ) "A" log sort will have sound tight knots and not to exceed 1 ½ inch in diameter, numbering not more than an average of one per foot of log length. May include logs with not more than two larger knots. Knots ½ inch and smaller in diameter shall not be a determining factor. Logs will have a growth ring count of 6 or more rings per inch in the outer third top end of the log.

G-025 Schedules

The following attached schedules are hereby incorporated by reference:

Schedule	Title
A	Sort Specifications

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.

f. If payments are not received or, the State determines that the payment security has become unsatisfactory or, a demand is made against the payment security under the P-045.2 clause the State shall suspend deliveries until such time as the violation has been remedied. Any suspension of deliveries due to late payment or inadequate payment security will be considered a Log Delivery Interruption under (c) of this clause.

G-030.2 Contract Term and Expiration Date

Purchaser agrees to accept and pay for forest products delivered through the period ending November 30, 2016.

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-116.2 Sustainable Forestry Initiative® (SFI) Certification

Forest products purchased under this contract are certified as being in conformance with the Sustainable Forestry Initiative program Standard under certificate number: BV-SFIS-US09000572.

G-160.2 Agents

The State's rights and duties will be exercised by the Region Manager at Colville, Washington. The Region Manager will notify Purchaser in writing who is responsible for administering the contract. The Region Manager has sole authority to waive, modify, or amend the terms of this contract in the manner prescribed in clause G-180. No agent, employee, or representative of the State has any authority to bind the State to any affirmation, representation, or warranty concerning the 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
G-210.2 Violation of Contract

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 Region Manager for resolution prior to seeking other relief.

b. The Region Manager will issue a written decision on Purchaser's request within five business days.

c. Within five business days of receipt of the Region Manager's decision, the Purchaser may make a written request for resolution to the Deputy Supervisor - Uplands of the Department of Natural Resources.

d. Unless otherwise agreed, the Deputy Supervisor - Uplands will hold a conference within 15 calendar days of the receipt of 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-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 DATA MISSING initial deposit, which will be maintained pursuant to RCW 79.15.100(3). If the operating authority on this contract expires without Purchaser's payment of the full amount specified in 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:

$0.00/Ton

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.

Scale information for determining mis-sort payment reduction eligibility must be obtained from roll-out scale. Truck-ramp and/or bundle scaling information is not acceptable for determining eligibility.

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 3% 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.

Scale information for determining mis-manufacture payment reduction eligibility must be obtained from roll-out scale. Truck-ramp and/or bundle scaling information is not acceptable for determining eligibility.

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-024.2:

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 agrees to pay for all scaling costs for logs delivered on a scale basis. Purchaser also agrees to pay for all costs associated with the transmission and reporting of scale or weight data.

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 5 business days. Failure to increase the amount or replace the security is considered a breach of contract.

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 Natural Resources on or before the due date shown on the billing statement. Purchaser agrees to make payment, payable to the Department of Natural Resources. 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 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-090 Scaling Rules

Determination of volume of any forest products 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 Liquidated Damages

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

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

a. Purchaser’s failure to accept delivery 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 NATURAL RESOURCES

_____	_____
Purchaser	Loren D. Torgerson Northeast Region Manager
Date: _____	Date: _____
Address:	

CORPORATE ACKNOWLEDGEMENT

STATE OF _____)
)
COUNTY OF _____)

On this _____ day of _____, 20___, before me personally appeared _____
_____ to me known to be the _____ of the corporation that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned, and on oath stated that (he/she was) (they were) authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

_____
Notary Public in and for the State of

_____

My appointment expires _____

Schedule A
Sort Specifications

Sort #1: Douglas fir and western larch 11 inches and greater in diameter inside the bark. If Purchaser designates peeler lengths, then chuckability standards apply to the logs. Non-chuckable logs will be delivered to the Purchaser of Sort #7. If the Purchaser designates sawlog lengths, then all Douglas fir and western larch sawlogs will be delivered to the Purchaser of this sort and none will be delivered to the Purchaser of Sort #7.

Sort #2: Douglas fir and western larch 7 inches to 10 inches diameter inside the bark. If Purchaser designates peeler lengths, then chuckability standards apply to the logs. Non-chuckable logs will be delivered to the Purchaser of Sort #8. If the Purchaser designates sawlog lengths, then all Douglas fir and western larch sawlogs will be delivered to the Purchaser of this sort and none will be delivered to the Purchaser of Sort #8.

Sort #3: Lodgepole pine, grand fir, Engelmann spruce, western hemlock, Douglas fir and western larch 5 inches to 6 inches diameter inside the bark.

Sort #4: Ponderosa pine 11 inches and greater in diameter inside the bark.

Sort #5: Ponderosa pine 7 inches to 10 inches diameter inside the bark.

Sort #6: Blue Stain ponderosa pine 7 inches and greater in diameter inside the bark.

Sort #7: Lodgepole pine, grand fir, Engelmann spruce, western hemlock, Douglas fir and western larch 11 inches and greater in diameter inside the bark. See Sort #1 description for handling procedures for Douglas fir and western larch.

Sort #8: Lodgepole pine, grand fir, Engelmann spruce, western hemlock, Douglas fir and western larch 7 inches to 10 inches diameter inside the bark. See Sort #2 description for handling procedures for Douglas fir and western larch.

Sort #9: Western red cedar 5 inches and greater in diameter inside the bark.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

LOG SALE AND PURCHASE CONTRACT

AGREEMENT NO. 30-093525

SALE NAME: DEER FIRE SALVAGE SORT 04

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-001.2 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 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.

G-010.2 Products Sold and Sale Area

Purchaser was the successful bidder on March 22, 2016 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 DEER FIRE SALVAGE SORTS Timber Sale described as parts of Sections 6, 7, 8, 10, 16, 22, and 23 all in Township 29 North, Range 38 East W.M., in Stevens County.

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
93525	4	PP 11"+ dib	

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
93525	04	ES

Average Log Length	Preferred Log Lengths
N/A	

"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.
d. Surface characteristics for a high quality (HQ) "A" log sort will have sound tight knots and not to exceed 1 ½ inch in diameter, numbering not more than an average of one per foot of log length. May include logs with not more than two larger knots. Knots ½ inch and smaller in diameter shall not be a determining factor. Logs will have a growth ring count of 6 or more rings per inch in the outer third top end of the log.

G-025 Schedules

The following attached schedules are hereby incorporated by reference:

Schedule	Title
A	Sort Specifications

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.

f. If payments are not received or, the State determines that the payment security has become unsatisfactory or, a demand is made against the payment security

under the P-045.2 clause the State shall suspend deliveries until such time as the violation has been remedied. Any suspension of deliveries due to late payment or inadequate payment security will be considered a Log Delivery Interruption under (c) of this clause.

G-030.2 Contract Term and Expiration Date

Purchaser agrees to accept and pay for forest products delivered through the period ending November 30, 2016.

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-116.2 Sustainable Forestry Initiative® (SFI) Certification

Forest products purchased under this contract are certified as being in conformance with the Sustainable Forestry Initiative program Standard under certificate number: BV-SFIS-US09000572.

G-160.2 Agents

The State's rights and duties will be exercised by the Region Manager at Colville, Washington. The Region Manager will notify Purchaser in writing who is responsible for administering the contract. The Region Manager has sole authority to waive, modify, or amend the terms of this contract in the manner prescribed in clause G-180. No agent, employee, or representative of the State has any authority to bind the State to any affirmation, representation, or warranty concerning the 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
G-210.2 Violation of Contract

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 Region Manager for resolution prior to seeking other relief.

b. The Region Manager will issue a written decision on Purchaser's request within five business days.

c. Within five business days of receipt of the Region Manager's decision, the Purchaser may make a written request for resolution to the Deputy Supervisor - Uplands of the Department of Natural Resources.

d. Unless otherwise agreed, the Deputy Supervisor - Uplands will hold a conference within 15 calendar days of the receipt of 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-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 DATA MISSING initial deposit, which will be maintained pursuant to RCW 79.15.100(3). If the operating authority on this contract expires without Purchaser's payment of the full amount specified in 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:

$0.00/Ton

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.

Scale information for determining mis-sort payment reduction eligibility must be obtained from roll-out scale. Truck-ramp and/or bundle scaling information is not acceptable for determining eligibility.

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 3% 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.

Scale information for determining mis-manufacture payment reduction eligibility must be obtained from roll-out scale. Truck-ramp and/or bundle scaling information is not acceptable for determining eligibility.

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-024.2:

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 agrees to pay for all scaling costs for logs delivered on a scale basis. Purchaser also agrees to pay for all costs associated with the transmission and reporting of scale or weight data.

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 5 business days. Failure to increase the amount or replace the security is considered a breach of contract.

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 Natural Resources on or before the due date shown on the billing statement. Purchaser agrees to make payment, payable to the Department of Natural Resources. 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 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-090 Scaling Rules

Determination of volume of any forest products 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 Liquidated Damages

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

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

a. Purchaser’s failure to accept delivery 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 NATURAL RESOURCES

_____	_____
Purchaser	Loren D. Torgerson Northeast Region Manager
Date: _____	Date: _____
Address:	

CORPORATE ACKNOWLEDGEMENT

STATE OF _____)
)
COUNTY OF _____)

On this _____ day of _____, 20___, before me personally appeared _____
_____ to me known to be the _____ of the corporation that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned, and on oath stated that (he/she was) (they were) authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

_____
Notary Public in and for the State of

_____

My appointment expires _____

Schedule A
Sort Specifications

Sort #1: Douglas fir and western larch 11 inches and greater in diameter inside the bark. If Purchaser designates peeler lengths, then chuckability standards apply to the logs. Non-chuckable logs will be delivered to the Purchaser of Sort #7. If the Purchaser designates sawlog lengths, then all Douglas fir and western larch sawlogs will be delivered to the Purchaser of this sort and none will be delivered to the Purchaser of Sort #7.

Sort #2: Douglas fir and western larch 7 inches to 10 inches diameter inside the bark. If Purchaser designates peeler lengths, then chuckability standards apply to the logs. Non-chuckable logs will be delivered to the Purchaser of Sort #8. If the Purchaser designates sawlog lengths, then all Douglas fir and western larch sawlogs will be delivered to the Purchaser of this sort and none will be delivered to the Purchaser of Sort #8.

Sort #3: Lodgepole pine, grand fir, Engelmann spruce, western hemlock, Douglas fir and western larch 5 inches to 6 inches diameter inside the bark.

Sort #4: Ponderosa pine 11 inches and greater in diameter inside the bark.

Sort #5: Ponderosa pine 7 inches to 10 inches diameter inside the bark.

Sort #6: Blue Stain ponderosa pine 7 inches and greater in diameter inside the bark.

Sort #7: Lodgepole pine, grand fir, Engelmann spruce, western hemlock, Douglas fir and western larch 11 inches and greater in diameter inside the bark. See Sort #1 description for handling procedures for Douglas fir and western larch.

Sort #8: Lodgepole pine, grand fir, Engelmann spruce, western hemlock, Douglas fir and western larch 7 inches to 10 inches diameter inside the bark. See Sort #2 description for handling procedures for Douglas fir and western larch.

Sort #9: Western red cedar 5 inches and greater in diameter inside the bark.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

LOG SALE AND PURCHASE CONTRACT

AGREEMENT NO. 30-093526

SALE NAME: DEER FIRE SALVAGE SORT 05

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-001.2 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 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.

G-010.2 Products Sold and Sale Area

Purchaser was the successful bidder on March 22, 2016 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 DEER FIRE SALVAGE SORTS Timber Sale described as parts of Sections 6, 7, 8, 10, 16, 22, and 23 all in Township 29 North, Range 38 East W.M., in Stevens County.

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
93526	5	PP 7-10" dib	

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
93526	05	ES

Average Log Length	Preferred Log Lengths
N/A	

"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.
d. Surface characteristics for a high quality (HQ) "A" log sort will have sound tight knots and not to exceed 1 ½ inch in diameter, numbering not more than an average of one per foot of log length. May include logs with not more than two larger knots. Knots ½ inch and smaller in diameter shall not be a determining factor. Logs will have a growth ring count of 6 or more rings per inch in the outer third top end of the log.

G-025 Schedules

The following attached schedules are hereby incorporated by reference:

Schedule	Title
A	Sort Specifications

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.

f. If payments are not received or, the State determines that the payment security has become unsatisfactory or, a demand is made against the payment security

under the P-045.2 clause the State shall suspend deliveries until such time as the violation has been remedied. Any suspension of deliveries due to late payment or inadequate payment security will be considered a Log Delivery Interruption under (c) of this clause.

G-030.2 Contract Term and Expiration Date

Purchaser agrees to accept and pay for forest products delivered through the period ending November 30, 2016.

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-116.2 Sustainable Forestry Initiative® (SFI) Certification

Forest products purchased under this contract are certified as being in conformance with the Sustainable Forestry Initiative program Standard under certificate number: BV-SFIS-US09000572.

G-160.2 Agents

The State's rights and duties will be exercised by the Region Manager at Colville, Washington. The Region Manager will notify Purchaser in writing who is responsible for administering the contract. The Region Manager has sole authority to waive, modify, or amend the terms of this contract in the manner prescribed in clause G-180. No agent, employee, or representative of the State has any authority to bind the State to any affirmation, representation, or warranty concerning the 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
G-210.2 Violation of Contract

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 Region Manager for resolution prior to seeking other relief.

b. The Region Manager will issue a written decision on Purchaser's request within five business days.

c. Within five business days of receipt of the Region Manager's decision, the Purchaser may make a written request for resolution to the Deputy Supervisor - Uplands of the Department of Natural Resources.

d. Unless otherwise agreed, the Deputy Supervisor - Uplands will hold a conference within 15 calendar days of the receipt of 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-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 DATA MISSING initial deposit, which will be maintained pursuant to RCW 79.15.100(3). If the operating authority on this contract expires without Purchaser's payment of the full amount specified in 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:

$0.00/Ton

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.

Scale information for determining mis-sort payment reduction eligibility must be obtained from roll-out scale. Truck-ramp and/or bundle scaling information is not acceptable for determining eligibility.

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 3% 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.

Scale information for determining mis-manufacture payment reduction eligibility must be obtained from roll-out scale. Truck-ramp and/or bundle scaling information is not acceptable for determining eligibility.

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-024.2:

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 agrees to pay for all scaling costs for logs delivered on a scale basis. Purchaser also agrees to pay for all costs associated with the transmission and reporting of scale or weight data.

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 5 business days. Failure to increase the amount or replace the security is considered a breach of contract.

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 Natural Resources on or before the due date shown on the billing statement. Purchaser agrees to make payment, payable to the Department of Natural Resources. 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 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-090 Scaling Rules

Determination of volume of any forest products 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 Liquidated Damages

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

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

a. Purchaser’s failure to accept delivery 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 NATURAL RESOURCES

_____	_____
Purchaser	Loren D. Torgerson Northeast Region Manager
Date: _____	Date: _____
Address:	

CORPORATE ACKNOWLEDGEMENT

STATE OF _____)
)
COUNTY OF _____)

On this _____ day of _____, 20___, before me personally appeared _____
_____ to me known to be the _____ of the corporation that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned, and on oath stated that (he/she was) (they were) authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

_____
Notary Public in and for the State of

_____

My appointment expires _____

Schedule A
Sort Specifications

Sort #1: Douglas fir and western larch 11 inches and greater in diameter inside the bark. If Purchaser designates peeler lengths, then chuckability standards apply to the logs. Non-chuckable logs will be delivered to the Purchaser of Sort #7. If the Purchaser designates sawlog lengths, then all Douglas fir and western larch sawlogs will be delivered to the Purchaser of this sort and none will be delivered to the Purchaser of Sort #7.

Sort #2: Douglas fir and western larch 7 inches to 10 inches diameter inside the bark. If Purchaser designates peeler lengths, then chuckability standards apply to the logs. Non-chuckable logs will be delivered to the Purchaser of Sort #8. If the Purchaser designates sawlog lengths, then all Douglas fir and western larch sawlogs will be delivered to the Purchaser of this sort and none will be delivered to the Purchaser of Sort #8.

Sort #3: Lodgepole pine, grand fir, Engelmann spruce, western hemlock, Douglas fir and western larch 5 inches to 6 inches diameter inside the bark.

Sort #4: Ponderosa pine 11 inches and greater in diameter inside the bark.

Sort #5: Ponderosa pine 7 inches to 10 inches diameter inside the bark.

Sort #6: Blue Stain ponderosa pine 7 inches and greater in diameter inside the bark.

Sort #7: Lodgepole pine, grand fir, Engelmann spruce, western hemlock, Douglas fir and western larch 11 inches and greater in diameter inside the bark. See Sort #1 description for handling procedures for Douglas fir and western larch.

Sort #8: Lodgepole pine, grand fir, Engelmann spruce, western hemlock, Douglas fir and western larch 7 inches to 10 inches diameter inside the bark. See Sort #2 description for handling procedures for Douglas fir and western larch.

Sort #9: Western red cedar 5 inches and greater in diameter inside the bark.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

LOG SALE AND PURCHASE CONTRACT

AGREEMENT NO. 30-093528

SALE NAME: DEER FIRE SALVAGE SORT 07

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-001.2 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 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.

G-010.2 Products Sold and Sale Area

Purchaser was the successful bidder on March 22, 2016 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 DEER FIRE SALVAGE SORTS Timber Sale described as parts of Sections 6, 7, 8, 10, 16, 22, and 23 all in Township 29 North, Range 38 East W.M., in Stevens County.

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
93528	7	ES/WH/GF/LP and non-chuck DF/WL 11"+ dib	

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
93528	07	ES

Average Log Length	Preferred Log Lengths
N/A	

"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.
d. Surface characteristics for a high quality (HQ) "A" log sort will have sound tight knots and not to exceed 1 ½ inch in diameter, numbering not more than an average of one per foot of log length. May include logs with not more than two larger knots. Knots ½ inch and smaller in diameter shall not be a determining factor. Logs will have a growth ring count of 6 or more rings per inch in the outer third top end of the log.

G-025 Schedules

The following attached schedules are hereby incorporated by reference:

Schedule	Title
A	Sort Specifications

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.

f. If payments are not received or, the State determines that the payment security has become unsatisfactory or, a demand is made against the payment security under the P-045.2 clause the State shall suspend deliveries until such time as the violation has been remedied. Any suspension of deliveries due to late payment or inadequate payment security will be considered a Log Delivery Interruption under (c) of this clause.

G-030.2 Contract Term and Expiration Date

Purchaser agrees to accept and pay for forest products delivered through the period ending November 30, 2016.

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-116.2 Sustainable Forestry Initiative® (SFI) Certification

Forest products purchased under this contract are certified as being in conformance with the Sustainable Forestry Initiative program Standard under certificate number: BV-SFIS-US09000572.

G-160.2 Agents

The State's rights and duties will be exercised by the Region Manager at Colville, Washington. The Region Manager will notify Purchaser in writing who is responsible for administering the contract. The Region Manager has sole authority to waive, modify, or amend the terms of this contract in the manner prescribed in clause G-180. No agent, employee, or representative of the State has any authority to bind the State to any affirmation, representation, or warranty concerning the 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
G-210.2 Violation of Contract

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 Region Manager for resolution prior to seeking other relief.

b. The Region Manager will issue a written decision on Purchaser's request within five business days.

c. Within five business days of receipt of the Region Manager's decision, the Purchaser may make a written request for resolution to the Deputy Supervisor - Uplands of the Department of Natural Resources.

d. Unless otherwise agreed, the Deputy Supervisor - Uplands will hold a conference within 15 calendar days of the receipt of 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-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 DATA MISSING initial deposit, which will be maintained pursuant to RCW 79.15.100(3). If the operating authority on this contract expires without Purchaser's payment of the full amount specified in 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:

$0.00/Ton

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.

Scale information for determining mis-sort payment reduction eligibility must be obtained from roll-out scale. Truck-ramp and/or bundle scaling information is not acceptable for determining eligibility.

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 3% 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.

Scale information for determining mis-manufacture payment reduction eligibility must be obtained from roll-out scale. Truck-ramp and/or bundle scaling information is not acceptable for determining eligibility.

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-024.2:

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 agrees to pay for all scaling costs for logs delivered on a scale basis. Purchaser also agrees to pay for all costs associated with the transmission and reporting of scale or weight data.

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 5 business days. Failure to increase the amount or replace the security is considered a breach of contract.

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 Natural Resources on or before the due date shown on the billing statement. Purchaser agrees to make payment, payable to the Department of Natural Resources. 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 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-090 Scaling Rules

Determination of volume of any forest products 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 Liquidated Damages

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

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

a. Purchaser’s failure to accept delivery 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 NATURAL RESOURCES

_____	_____
Purchaser	Loren D. Torgerson Northeast Region Manager
Date: _____	Date: _____
Address:	

CORPORATE ACKNOWLEDGEMENT

STATE OF _____)
)
COUNTY OF _____)

On this _____ day of _____, 20___, before me personally appeared _____
_____ to me known to be the _____ of the corporation that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned, and on oath stated that (he/she was) (they were) authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

_____
Notary Public in and for the State of

_____

My appointment expires _____

Schedule A
Sort Specifications

Sort #1: Douglas fir and western larch 11 inches and greater in diameter inside the bark. If Purchaser designates peeler lengths, then chuckability standards apply to the logs. Non-chuckable logs will be delivered to the Purchaser of Sort #7. If the Purchaser designates sawlog lengths, then all Douglas fir and western larch sawlogs will be delivered to the Purchaser of this sort and none will be delivered to the Purchaser of Sort #7.

Sort #2: Douglas fir and western larch 7 inches to 10 inches diameter inside the bark. If Purchaser designates peeler lengths, then chuckability standards apply to the logs. Non-chuckable logs will be delivered to the Purchaser of Sort #8. If the Purchaser designates sawlog lengths, then all Douglas fir and western larch sawlogs will be delivered to the Purchaser of this sort and none will be delivered to the Purchaser of Sort #8.

Sort #3: Lodgepole pine, grand fir, Engelmann spruce, western hemlock, Douglas fir and western larch 5 inches to 6 inches diameter inside the bark.

Sort #4: Ponderosa pine 11 inches and greater in diameter inside the bark.

Sort #5: Ponderosa pine 7 inches to 10 inches diameter inside the bark.

Sort #6: Blue Stain ponderosa pine 7 inches and greater in diameter inside the bark.

Sort #7: Lodgepole pine, grand fir, Engelmann spruce, western hemlock, Douglas fir and western larch 11 inches and greater in diameter inside the bark. See Sort #1 description for handling procedures for Douglas fir and western larch.

Sort #8: Lodgepole pine, grand fir, Engelmann spruce, western hemlock, Douglas fir and western larch 7 inches to 10 inches diameter inside the bark. See Sort #2 description for handling procedures for Douglas fir and western larch.

Sort #9: Western red cedar 5 inches and greater in diameter inside the bark.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

LOG SALE AND PURCHASE CONTRACT

AGREEMENT NO. 30-093529

SALE NAME: DEER FIRE SALVAGE SORT 08

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-001.2 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 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.

G-010.2 Products Sold and Sale Area

Purchaser was the successful bidder on March 22, 2016 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 DEER FIRE SALVAGE SORTS Timber Sale described as parts of Sections 6, 7, 8, 10, 16, 22, and 23 all in Township 29 North, Range 38 East W.M., in Stevens County.

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
93529	8	ES/WH/GF/LP and non-chuckable DF/WL 7-10" dib	

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

93529	08	ES

Average Log Length	Preferred Log Lengths
N/A	

"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.
d. Surface characteristics for a high quality (HQ) "A" log sort will have sound tight knots and not to exceed 1 ½ inch in diameter, numbering not more than an average of one per foot of log length. May include logs with not more than two larger knots. Knots ½ inch and smaller in diameter shall not be a determining factor. Logs will have a growth ring count of 6 or more rings per inch in the outer third top end of the log.

G-025 Schedules

The following attached schedules are hereby incorporated by reference:

Schedule	Title
A	Sort Specifications

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.

f. If payments are not received or, the State determines that the payment security has become unsatisfactory or, a demand is made against the payment security under the P-045.2 clause the State shall suspend deliveries until such time as the violation has been remedied. Any suspension of deliveries due to late payment or inadequate payment security will be considered a Log Delivery Interruption under (c) of this clause.

G-030.2 Contract Term and Expiration Date

Purchaser agrees to accept and pay for forest products delivered through the period ending November 30, 2016.

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-116.2 Sustainable Forestry Initiative® (SFI) Certification

Forest products purchased under this contract are certified as being in conformance with the Sustainable Forestry Initiative program Standard under certificate number: BV-SFIS-US09000572.

G-160.2 Agents

The State's rights and duties will be exercised by the Region Manager at Colville, Washington. The Region Manager will notify Purchaser in writing who is responsible for administering the contract. The Region Manager has sole authority to waive, modify, or amend the terms of this contract in the manner prescribed in clause G-180. No agent, employee, or representative of the State has any authority to bind the State to any affirmation, representation, or warranty concerning the 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
G-210.2 Violation of Contract

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 Region Manager for resolution prior to seeking other relief.

b. The Region Manager will issue a written decision on Purchaser's request within five business days.

c. Within five business days of receipt of the Region Manager's decision, the Purchaser may make a written request for resolution to the Deputy Supervisor - Uplands of the Department of Natural Resources.

d. Unless otherwise agreed, the Deputy Supervisor - Uplands will hold a conference within 15 calendar days of the receipt of 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-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 DATA MISSING initial deposit, which will be maintained pursuant to RCW 79.15.100(3). If the operating authority on this contract expires without Purchaser's payment of the full amount specified in 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:

$0.00/Ton

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.

Scale information for determining mis-sort payment reduction eligibility must be obtained from roll-out scale. Truck-ramp and/or bundle scaling information is not acceptable for determining eligibility.

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 3% 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.

Scale information for determining mis-manufacture payment reduction eligibility must be obtained from roll-out scale. Truck-ramp and/or bundle scaling information is not acceptable for determining eligibility.

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-024.2:

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 agrees to pay for all scaling costs for logs delivered on a scale basis. Purchaser also agrees to pay for all costs associated with the transmission and reporting of scale or weight data.

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 5 business days. Failure to increase the amount or replace the security is considered a breach of contract.

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 Natural Resources on or before the due date shown on the billing statement. Purchaser agrees to make payment, payable to the Department of Natural Resources. 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 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-090 Scaling Rules

Determination of volume of any forest products 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 Liquidated Damages

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

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

a. Purchaser’s failure to accept delivery 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 NATURAL RESOURCES

_____	_____
Purchaser	Loren D. Torgerson Northeast Region Manager
Date: _____	Date: _____
Address:	

CORPORATE ACKNOWLEDGEMENT

STATE OF _____)
)
COUNTY OF _____)

On this _____ day of _____, 20___, before me personally appeared _____
_____ to me known to be the _____ of the corporation that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned, and on oath stated that (he/she was) (they were) authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

_____
Notary Public in and for the State of

_____

My appointment expires _____

Schedule A
Sort Specifications

Sort #1: Douglas fir and western larch 11 inches and greater in diameter inside the bark. If Purchaser designates peeler lengths, then chuckability standards apply to the logs. Non-chuckable logs will be delivered to the Purchaser of Sort #7. If the Purchaser designates sawlog lengths, then all Douglas fir and western larch sawlogs will be delivered to the Purchaser of this sort and none will be delivered to the Purchaser of Sort #7.

Sort #2: Douglas fir and western larch 7 inches to 10 inches diameter inside the bark. If Purchaser designates peeler lengths, then chuckability standards apply to the logs. Non-chuckable logs will be delivered to the Purchaser of Sort #8. If the Purchaser designates sawlog lengths, then all Douglas fir and western larch sawlogs will be delivered to the Purchaser of this sort and none will be delivered to the Purchaser of Sort #8.

Sort #3: Lodgepole pine, grand fir, Engelmann spruce, western hemlock, Douglas fir and western larch 5 inches to 6 inches diameter inside the bark.

Sort #4: Ponderosa pine 11 inches and greater in diameter inside the bark.

Sort #5: Ponderosa pine 7 inches to 10 inches diameter inside the bark.

Sort #6: Blue Stain ponderosa pine 7 inches and greater in diameter inside the bark.

Sort #7: Lodgepole pine, grand fir, Engelmann spruce, western hemlock, Douglas fir and western larch 11 inches and greater in diameter inside the bark. See Sort #1 description for handling procedures for Douglas fir and western larch.

Sort #8: Lodgepole pine, grand fir, Engelmann spruce, western hemlock, Douglas fir and western larch 7 inches to 10 inches diameter inside the bark. See Sort #2 description for handling procedures for Douglas fir and western larch.

Sort #9: Western red cedar 5 inches and greater in diameter inside the bark.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

LOG SALE AND PURCHASE CONTRACT

AGREEMENT NO. 30-093530

SALE NAME: DEER FIRE SALVAGE SORT 09

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-001.2 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 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.

G-010.2 Products Sold and Sale Area

Purchaser was the successful bidder on March 22, 2016 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 DEER FIRE SALVAGE SORTS Timber Sale described as parts of Sections 6, 7, 8, 10, 16, 22, and 23 all in Township 29 North, Range 38 East W.M., in Stevens County.

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
93530	9	WRC 5"+ dib	

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
93530	09	ES

Average Log Length	Preferred Log Lengths
N/A	

"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.
d. Surface characteristics for a high quality (HQ) "A" log sort will have sound tight knots and not to exceed 1 ½ inch in diameter, numbering not more than an average of one per foot of log length. May include logs with not more than two larger knots. Knots ½ inch and smaller in diameter shall not be a determining factor. Logs will have a growth ring count of 6 or more rings per inch in the outer third top end of the log.

G-025 Schedules

The following attached schedules are hereby incorporated by reference:

Schedule	Title
A	Sort Specifications

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.

f. If payments are not received or, the State determines that the payment security has become unsatisfactory or, a demand is made against the payment security

under the P-045.2 clause the State shall suspend deliveries until such time as the violation has been remedied. Any suspension of deliveries due to late payment or inadequate payment security will be considered a Log Delivery Interruption under (c) of this clause.

G-030.2 Contract Term and Expiration Date

Purchaser agrees to accept and pay for forest products delivered through the period ending November 30, 2016.

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-116.2 Sustainable Forestry Initiative® (SFI) Certification

Forest products purchased under this contract are certified as being in conformance with the Sustainable Forestry Initiative program Standard under certificate number: BV-SFIS-US09000572.

G-160.2 Agents

The State's rights and duties will be exercised by the Region Manager at Colville, Washington. The Region Manager will notify Purchaser in writing who is responsible for administering the contract. The Region Manager has sole authority to waive, modify, or amend the terms of this contract in the manner prescribed in clause G-180. No agent, employee, or representative of the State has any authority to bind the State to any affirmation, representation, or warranty concerning the 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
G-210.2 Violation of Contract

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 Region Manager for resolution prior to seeking other relief.

b. The Region Manager will issue a written decision on Purchaser's request within five business days.

c. Within five business days of receipt of the Region Manager's decision, the Purchaser may make a written request for resolution to the Deputy Supervisor - Uplands of the Department of Natural Resources.

d. Unless otherwise agreed, the Deputy Supervisor - Uplands will hold a conference within 15 calendar days of the receipt of 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-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 DATA MISSING initial deposit, which will be maintained pursuant to RCW 79.15.100(3). If the operating authority on this contract expires without Purchaser's payment of the full amount specified in 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:

$0.00/Ton

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.

Scale information for determining mis-sort payment reduction eligibility must be obtained from roll-out scale. Truck-ramp and/or bundle scaling information is not acceptable for determining eligibility.

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 3% 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.

Scale information for determining mis-manufacture payment reduction eligibility must be obtained from roll-out scale. Truck-ramp and/or bundle scaling information is not acceptable for determining eligibility.

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-024.2:

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 agrees to pay for all scaling costs for logs delivered on a scale basis. Purchaser also agrees to pay for all costs associated with the transmission and reporting of scale or weight data.

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 5 business days. Failure to increase the amount or replace the security is considered a breach of contract.

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 Natural Resources on or before the due date shown on the billing statement. Purchaser agrees to make payment, payable to the Department of Natural Resources. 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 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-090 Scaling Rules

Determination of volume of any forest products 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 Liquidated Damages

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

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

a. Purchaser’s failure to accept delivery 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 NATURAL RESOURCES

_____	_____
Purchaser	Loren D. Torgerson Northeast Region Manager
Date: _____	Date: _____
Address:	

CORPORATE ACKNOWLEDGEMENT

STATE OF _____)
)
COUNTY OF _____)

On this _____ day of _____, 20___, before me personally appeared _____
_____ to me known to be the _____ of the corporation that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned, and on oath stated that (he/she was) (they were) authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

_____
Notary Public in and for the State of

_____

My appointment expires _____

Schedule A
Sort Specifications

Sort #1: Douglas fir and western larch 11 inches and greater in diameter inside the bark. If Purchaser designates peeler lengths, then chuckability standards apply to the logs. Non-chuckable logs will be delivered to the Purchaser of Sort #7. If the Purchaser designates sawlog lengths, then all Douglas fir and western larch sawlogs will be delivered to the Purchaser of this sort and none will be delivered to the Purchaser of Sort #7.

Sort #2: Douglas fir and western larch 7 inches to 10 inches diameter inside the bark. If Purchaser designates peeler lengths, then chuckability standards apply to the logs. Non-chuckable logs will be delivered to the Purchaser of Sort #8. If the Purchaser designates sawlog lengths, then all Douglas fir and western larch sawlogs will be delivered to the Purchaser of this sort and none will be delivered to the Purchaser of Sort #8.

Sort #3: Lodgepole pine, grand fir, Engelmann spruce, western hemlock, Douglas fir and western larch 5 inches to 6 inches diameter inside the bark.

Sort #4: Ponderosa pine 11 inches and greater in diameter inside the bark.

Sort #5: Ponderosa pine 7 inches to 10 inches diameter inside the bark.

Sort #6: Blue Stain ponderosa pine 7 inches and greater in diameter inside the bark.

Sort #7: Lodgepole pine, grand fir, Engelmann spruce, western hemlock, Douglas fir and western larch 11 inches and greater in diameter inside the bark. See Sort #1 description for handling procedures for Douglas fir and western larch.

Sort #8: Lodgepole pine, grand fir, Engelmann spruce, western hemlock, Douglas fir and western larch 7 inches to 10 inches diameter inside the bark. See Sort #2 description for handling procedures for Douglas fir and western larch.

Sort #9: Western red cedar 5 inches and greater in diameter inside the bark.

WASHINGTON STATE DEPARTMENT OF
Natural Resources
Peter Goldmark - Commissioner of Public Lands

WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES

FOREST EXCISE TAX ROAD SUMMARY SHEET

Region: Northeast

Timber Sale Name: Deer Fire Salvage Sorts

Application Number: 30- 093495

EXCISE TAX APPLICABLE ACTIVITIES

Construction: 5,066 **linear feet**
Road to be constructed (optional and required) but not abandoned

Reconstruction: 1580 **linear feet**
Road to be reconstructed (optional and required) but not abandoned

Abandonment: 0 **linear feet**
Abandonment of existing roads not reconstructed under the contract

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

Pre-Haul Maintenance: 174,479 **linear feet**
Existing road to receive maintenance work (specifically required by the contract) prior to haul

EXCISE TAX EXEMPT ACTIVITIES

Temporary Optional Construction: 0 **linear feet**
Optional roads to be constructed and then abandoned

Temporary Optional Reconstruction: 0 **linear feet**
Optional roads to be reconstructed and then abandoned

New Abandonment: 0 **linear feet**
Abandonment of roads constructed or reconstructed under the contract

All parties must make their own assessment of the taxable or non-taxable status of any work performed under the timber sale contact. The Department of Revenue bears responsibility for determining forest road excise taxes. The Department of Natural Resources developed this form to help estimate the impact of forest excise taxes. However, the information provided may not precisely calculate the actual amount of taxes due. The Department of Revenue is available for consultation by calling 1.800.548.8829.
(Revised 4/09)

Cruise Narrative

Sale Name: Deer Fire Salvage	**Region: Northeast**
Agreement Number: 30-093495	**District: Arcadia**
Lead Cruiser: Jim Putnam	**Completion Date: 1/12/2016**
Other Cruisers on sale: Nathan Simpkins, Randy Burke, Pete Malninak, Joe Hoagland, Dan Griggs	**Legal: Sections 6, 7, 8, 10, 16, 22 and 23, T29N, R38E WM.**

Unit Acreage Specifications:

Unit #	Gross Acres	Net Acres	Total Deletions	RMZ/WMZ Acres	Leave Tree Acres	Existing Road Acres	Other
1	316.59	311.79	4.80			4.80	
2	189.71	185.54	4.17			3.17	1.00
3	253.43	246.20	7.23			7.23	
4	123.70	119.68	4.02			3.02	1.00
5	177.94	174.42	3.52			3.52	
Total	1061.37	1037.63	23.74	0.00	0.00	21.74	2.00

Cruise Sample Design:

This timber sale was cruised using the **variable plot** sampling method. The double basal area system was employed; a small BAF to determine Basal Area (count trees) and a large BAF to determine the Volume-Basal Area Ratio (cruise trees). Each plot was a full plot. Plot locations were created using a computer generated grid, and found using a hand held GPS unit.

Unit #	Small BAF (count)	Large BAF (cruise)	Sighting height	Grid size (plot spacing in feet)	% Cruise to count Target	% Cruise to count Actual	Total number of Plots
1	33.61	134.44	D4H	450 x 450	25%	18.8%	58
2	27.78	111.11	D4H	450 x 450	25%	20.5%	48
3	33.61	134.44	D4H	450 x 450	25%	22.1%	58
4	33.61	134.44	D4H	450 x 450	25%	24.1%	26
5	33.61	134.44	D4H	450 x 450	25%	20.9%	39
Total						20.9%	229

Cruise Specifications:

<table>
<tr><td>Minor species cruise intensity:</td><td>We grade the first tree of all minor species encountered with the smaller BAF; then followed through with the small BAF to large BAF ratio.</td></tr>
<tr><td>Minimum top dib:</td><td>Ponderosa pine and red cedar:
Trees less than 17.5” DBH have a minimum top of 5.6” dib.
Trees 17.6” and greater DBH have a minimum top dib of 40% of DOB at 16’or a 6” top whichever is greater.

All other species:
Trees less than 17.5” DBH have a minimum top of 5.6” dib.
Trees 17.6” and greater DBH have a minimum top dib of 40% of DOB at 16’or a 6” top whichever is greater.</td></tr>
<tr><td>Minimum dbh:</td><td>Ponderosa pine: 8.0 inches DBH
All other species: 7.0 inches DBH</td></tr>
<tr><td>Log lengths:</td><td>Saw logs: 32 feet where possible, minimum of 12 feet</td></tr>
<tr><td>Take / Leave tree description:</td><td>Harvest all trees that meets the take tree criteria of the unit’s prescription.
Take Tree Prescription Summary
<table>
<tr><th>Species</th><th>DF & WL</th><th>GF, RC, AF, ES, WH & LP</th><th>PP</th><th>WL Unit 4</th></tr>
<tr><td>Remove all trees with less than this dbh</td><td>7.0 - 11.9 DBH</td><td>7.0 - 26.0 DBH</td><td></td><td>Any DBH</td></tr>
<tr><td>Remove all trees with less than 50% live crown</td><td>DF only 12.0 and greater DBH</td><td>26.1 and greater DBH</td><td></td><td></td></tr>
<tr><td>Remove all trees with less than 30% live crown</td><td></td><td></td><td>Any DBH</td><td></td></tr>
</table></td></tr>
<tr><td>Commercial species observed in sale area, but not in cruise:</td><td></td></tr>
<tr><td>Utility wood:</td><td>None</td></tr>
<tr><td>Status codes used:</td><td>L – leave tree</td></tr>
<tr><td>Sort codes used</td><td>D – saw log</td></tr>
<tr><td>Species table used:</td><td>NE 2 inch</td></tr>
<tr><td>Grade table used:</td><td>Eastgrad</td></tr>
<tr><td>Other tables used (cruise adjustment):</td><td></td></tr>
</table>

Field Observations:

Location:	61 road miles south of Colville, WA in southern Stevens County.
Aspect:	North, East, South and West
Elevation:	2720-4680
Slope:	Unit 1 – 0% to 60%, Average 35% Unit 2 – 0% to 40%, Average 25% Unit 3 – 0% to 45%, Average 30% Unit 4 – 0% to 55%, Average 35% Unit 5 – 0% to 55%, Average 35%
Harvest Methods:	100% Ground base yarding with the longest skidding of 1320 feet.
Stand Composition:	The stands are fire damaged second growth Douglas-fir and grand fir with larger residual trees. There is a minor component of western larch, western red cedar ponderosa pine, lodgepole pine engelmann spruce and western hemlock.
Stand Health:	The trees in this sale were killed by the Carpenter Road Fire which burned in August, 2015. Bark beetles are active and the woodpeckers are working on those trees
Timber Quality:	This sale is a mix of poor quality Grand fir (48%), Douglas-fir (38%), red cedar (4%), western larch (4%) ponderosa pine (2%), lodgepole pine (1%), engelmann spruce (0.6%) and western hemlock (0.6%).
Non-board Foot Volume:	None cruised
Other Considerations:	This sale will be sold on the tons of logs removed from the sale area.

Trust and Counties:

	Based on Volume				Based on Acres	
Unit #	Trust 03 Vol.	Trust 04 Vol.	Trust 07 Vol.	Total Vol.	Stevens Co.	Spokane
1	2900	647	471	4018	311.79	
2	1040			1040	185.54	
3		796		796	246.2	
4	1435			1435	119.68	
5	699			699	174.42	
Total	6074	1443	471	7988	1037.63	0
% of Total	76.04%	18.06%	5.90%	100.00%	100.00%	0.00%

Prepared by: Dan Griggs

Title: Check Cruiser 1

CC: Timber Sales Document Center & File # 30-093495

TC PSPCSTGR

Species, Sort Grade - Board Foot Volumes (Project)

T29N R38E S07 Ty00U4
THRU
T29N R38E S22 Ty00U2

Project: **DEERFSAL**

Acres **1,037.63**

Page **1**
Date **1/19/2016**
Time **1:39:44PM**

Spp	S T	So rt	Gr ad	% Net BdFt	Bd. Ft. per Acre Def%	Gross	Net	Total Net MBF	Percent of Net Board Foot Volume: Log Scale Dia. 4-5	6-11	12-16	17+	Log Length 12-20	21-32	33-55	56-99	Average Log: Ln Ft	Dia In	Bd Ft	CF/ Lf	Logs Per /Acre
DF		D	2	30	4.3	935	894	928			96	4		100			32	14	258	1.79	3.5
DF		D	3	48	3.1	1,475	1,429	1,483		89	11			100			32	9	110	0.82	13.0
DF		D	4	22	3.5	658	634	658	69	31			26	74			24	5	28	0.34	22.5
DF	**Totals**			34	3.6	3,067	2,958	3,069	15	50	34	1	6	94			27	7	76	0.68	38.9
DF	L	D	2	22		210	210	218			100			100			32	12	190	1.38	1.1
DF	L	D	3	65	2.3	623	609	632		91	9			100			32	9	117	0.77	5.2
DF	L	D	4	13		117	117	121	67	33			25	75			25	5	30	0.39	3.9
DF	**Totals**			11	1.5	950	936	971	8	64	28		3	97			29	8	91	0.72	10.3
WL		D	3	31		101	101	105		100				100			32	7	63	0.44	1.6
WL		D	4	69	15.3	255	216	224	48	52			16	84			26	5	28	0.20	7.8
WL	**Totals**			4	11.0	356	317	329	33	67			11	89			27	6	34	0.25	9.4
WL	L	D	3	75	14.3	135	116	120		100				100			32	8	60	0.57	1.9
WL	L	D	4	25		39	39	40		100			100				18	6	20	0.27	1.9
WL	**Totals**			2	11.1	173	154	160		100			25	75			25	7	40	0.46	3.9
GF		D	2	30	19.2	1,392	1,124	1,166			75	25		100			32	15	270	1.92	4.2
GF		D	3	56	3.4	2,186	2,112	2,192		83	13	4		100			32	9	120	0.74	17.6
GF		D	4	14	5.6	521	492	511	61	39			27	73			22	6	29	0.33	16.8
GF	**Totals**			42	9.0	4,099	3,728	3,869	8	52	30	10	4	96			27	8	97	0.75	38.6
WH		D	2	35		17	17	17			100			100			32	15	320	1.60	.1
WH		D	3	53		25	25	26		100				100			32	7	78	0.52	.3
WH		D	4	12		5	5	5	100				100				16	5	20	0.20	.3
WH	**Totals**			1		47	47	48	11	53	36		11	89			25	7	74	0.55	.6
RC		D	3	72	9.2	257	234	243		69	31			100			32	11	159	1.14	1.5
RC		D	4	28		87	87	90	67	33			33	67			23	5	30	0.34	2.9
RC	**Totals**			4	6.9	344	320	333	18	59	22		9	91			26	7	73	0.67	4.4
ES		D	3	88		41	41	43		57	43			100			32	12	191	1.37	.2
ES		D	4	12		5	5	6	100				24	76			27	5	37	0.38	.1
ES	**Totals**			1		47	47	48	12	50	38		3	97			30	9	128	1.00	.4
LP		D	3	31	28.6	45	32	33		100				100			32	7	50	0.41	.6
LP		D	4	69		71	71	74	100				18	82			28	5	39	0.20	1.8
LP	**Totals**			1	11.0	116	103	107	69	31			12	88			29	6	42	0.26	2.4
PP		D	4	47	5.7	90	85	88			54	46		100			32	15	322	1.68	.3
PP		D	5	53		94	94	97		100			3	97			31	7	71	0.55	1.3
PP	**Totals**			2	2.8	184	179	186		52	26	22	1	99			31	8	113	0.74	1.6
Totals					6.3	9,383	8,789	9,119	12	54	29	5	5	95			27	7	80	0.66	110.5

TC PSTATS

PROJECT STATISTICS

PROJECT DEERFSAL

DATE 1/19/2016

TWP	RGE	SC	TRACT	TYPE		ACRES	PLOTS	TREES	CuFt	BdFt
29N	38E	07	DEER FIRE	00U4	THR	1,037.63	229	575	S	E
29N	38E	22	DEER FIRE	00U2						

	PLOTS	TREES	TREES PER PLOT	ESTIMATED TOTAL TREES	PERCENT SAMPLE TREES
TOTAL	229	575	2.5		
CRUISE	89	120	1.3	68,822	.2
DBH COUNT					
REFOREST					
COUNT	91	217	2.4		
BLANKS	49				
100 %					

STAND SUMMARY

	SAMPLE TREES	TREES /ACRE	AVG DBH	BOLE LEN	REL DEN	BASAL AREA	GROSS BF/AC	NET BF/AC	GROSS CF/AC	NET CF/AC
DOUG FIR	51	25.4	13.6	61	6.9	25.5	3,067	2,958	724	721
DOUG FIR-L	7	5.5	15.5	69	1.8	7.1	950	936	215	215
GR FIR	37	19.5	14.7	70	6.0	23.0	4,099	3,728	793	793
W LARCH	9	7.5	8.8	72	1.1	3.2	356	317	73	64
W LARCH-L	1	1.9	12.0	78	0.4	1.5	173	154	44	44
WR CEDAR	6	3.0	12.6	48	0.7	2.6	344	320	77	77
P PINE	3	1.3	14.4	64	0.4	1.5	184	179	37	37
E SPRUCE	2	.1	19.1	72	0.1	.3	47	47	11	11
LP PINE	2	1.8	8.4	77	0.2	.7	116	103	18	18
WHEMLOCK	2	.3	12.7	75	0.1	.3	47	47	9	9
TOTAL	*120*	*66.3*	*13.5*	*66*	*17.9*	*65.7*	*9,383*	*8,789*	*2,001*	*1,989*

CONFIDENCE LIMITS OF THE SAMPLE

68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR

CL 68.1 SD: 1.0

SAMPLE TREES - BF

	COEFF VAR.%	S.E.%	LOW	AVG	HIGH	# OF TREES REQ. 5	7	INF. POP. 10
DOUG FIR	100.1	14.0	158	184	209			
DOUG FIR-L	43.6	17.7	133	161	190			
GR FIR	87.3	14.4	255	298	341			
W LARCH	46.4	16.4	50	60	70			
W LARCH-L								
WR CEDAR	62.1	30.9	166	240	314			
P PINE	83.8	58.0	168	400	632			
E SPRUCE	45.7	42.8	186	325	464			
LP PINE	23.6	22.1	47	60	73			
WHEMLOCK	93.4	87.5	33	265	497			
TOTAL	*97.6*	*8.9*	*198*	*217*	*237*	*381*	*194*	*95*

CL 68.1 SD: 1.0

TREES/ACRE

	COEFF VAR.%	S.E.%	LOW	AVG	HIGH	# OF PLOTS REQ. 5	7	INF. POP. 10
DOUG FIR	161.0	10.6	23	25	28			
DOUG FIR-L	255.0	16.9	5	5	6			
GR FIR	182.3	12.0	17	19	22			
W LARCH	393.1	26.0	6	7	9			
W LARCH-L	623.8	41.2	1	2	3			
WR CEDAR	479.8	31.7	2	3	4			
P PINE	495.6	32.8	1	1	2			
E SPRUCE	1075.3	71.1	0	0	0			
LP PINE	1067.7	70.6	1	2	3			
WHEMLOCK	1287.3	85.1	0	0	1			
TOTAL	*82.5*	*5.4*	*63*	*66*	*70*	*272*	*139*	*68*

CL 68.1 SD: 1.0

BASAL AREA/ACRE

COEFF VAR.%	S.E.%	LOW	AVG	HIGH	# OF PLOTS REQ. 5	7	INF. POP. 10

PROJECT STATISTICS

PROJECT DEERFSAL

TWP	RGE	SC	TRACT	TYPE		ACRES	PLOTS	TREES	CuFt	BdFt
29N	38E	07	DEER FIRE	00U4	THR	1,037.63	229	575	S	E
29N	38E	22	DEER FIRE	00U2						

DOUG FIR	164.1	10.8	23	26	28				
DOUG FIR-L	250.0	16.5	6	7	8				
GR FIR	175.5	11.6	20	23	26				
W LARCH	360.8	23.8	2	3	4				
W LARCH-L	623.8	41.2	1	2	2				
WR CEDAR	452.4	29.9	2	3	3				
P PINE	455.7	30.1	1	1	2				
E SPRUCE	1067.7	70.6	0	0	1				
LP PINE	1067.7	70.6	0	1	1				
WHEMLOCK	1102.0	72.8	0	0	0				
TOTAL	*78.5*	*5.2*	*62*	*66*	*69*		*247*	*126*	*62*

CL 68.1 SD: 1.0

	COEFF		**NET BF/ACRE**			# OF PLOTS REQ.		INF. POP.
	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
DOUG FIR	184.3	12.2	2,597	2,958	3,318			
DOUG FIR-L	252.9	16.7	779	936	1,092			
GR FIR	180.6	11.9	3,283	3,728	4,173			
W LARCH	367.2	24.3	240	317	394			
W LARCH-L	623.8	41.2	91	154	218			
WR CEDAR	479.0	31.7	219	320	422			
P PINE	506.8	33.5	119	179	239			
E SPRUCE	1091.7	72.1	13	47	80			
LP PINE	1067.7	70.6	30	103	176			
WHEMLOCK	1067.9	70.6	14	47	80			
TOTAL	*90.2*	*6.0*	*8,265*	*8,789*	*9,312*	*325*	*166*	*81*

CL 68.1 SD: 1.0

	COEFF		**V BAR/ACRE**			# OF PLOTS REQ.		INF. POP.
	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
DOUG FIR			102	116	130			
DOUG FIR-L			109	131	153			
GR FIR			143	162	182			
W LARCH	236.6	15.6	76	100	125			
W LARCH-L	94.7	6.3	60	102	144			
WR CEDAR	310.8	20.5	84	123	162			
P PINE	258.8	17.1	80	121	161			
E SPRUCE	1091.7	72.1	44	156	269			
LP PINE	751.6	49.7	44	148	252			
WHEMLOCK	1070.9	70.8	49	168	287			
TOTAL	*89.6*	*5.9*	*126*	*134*	*142*	*321*	*164*	*80*

T TSPCSTGR

Species, Sort Grade - Board Foot Volumes (Type)

Project: DEERFSAL

Date 1/19/2016

Time 1:39:45PM

T29N R38E S08 T00U1

Twp	Rge	Sec	Tract	Type	Acres	Plots	Sample Trees	CuFt	BdFt
29N	38E	08	DEER FIRE	00U1	311.79	58	186	S	E

T29N R38E S08 T00U1

Spp	ST	Sort	Grad	% Net BdFt	Bd. Ft. per Acre Def%	Gross	Net	Total Net MBF	Percent Net Board Foot Volume: Log Scale Dia. 4-5	6-11	12-16	17+	Log Length 12-20	21-32	33-55	56-99	Average Log: Ln Ft	Dia In	Bd Ft	CF/ Lf	Logs Per /Acre
GF		D	2	29	13.5	2,123	1,835	572			87	13		100			32	14	236	1.69	7.8
GF		D	3	58	1.2	3,613	3,569	1,113		100				100			32	9	112	0.66	31.8
GF		D	4	13	3.9	823	791	247	68	32			24	76			20	6	29	0.33	27.3
GF	**Totals**			48	5.5	6,559	6,195	1,932	9	62	26	4	3	97			27	8	93	0.70	66.9
DF		D	2	45	3.9	2,256	2,167	676			100			100			32	14	258	1.73	8.4
DF		D	3	49	3.2	2,429	2,351	733		92	8			100			32	9	109	0.82	21.5
DF		D	4	6	11.7	286	253	79	20	80			58	42			17	6	19	0.28	13.0
DF	**Totals**			37	4.0	4,971	4,771	1,488	1	49	50		3	97			27	9	111	0.93	43.0
RC		D	3	72	9.2	856	778	243		69	31			100			32	11	159	1.14	4.9
RC		D	4	28		289	289	90	67	33			33	67			23	5	30	0.34	9.7
RC	**Totals**			8	6.9	1,145	1,066	333	18	59	22		9	91			26	7	73	0.67	14.6
WL		D	4	100	23.1	563	432	135	52	48				100			29	5	27	0.16	16.3
WL	**Totals**			3	23.1	563	432	135	52	48				100			29	5	27	0.16	16.3
LP		D	3	31	28.6	149	106	33		100				100			32	7	50	0.41	2.1
LP		D	4	69		237	237	74	100				18	82			28	5	39	0.20	6.0
LP	**Totals**			3	11.0	385	343	107	69	31			12	88			29	6	42	0.26	8.1
WH		D	3	77		61	61	19		100				100			32	7	70	0.46	.9
WH		D	4	23		18	18	5	100				100				16	5	20	0.20	.9
WH	**Totals**			1		79	79	25	22	78			22	78			24	6	45	0.38	1.8
Type Totals					5.9	13,701	12,887	4,018	10	56	33	2	4	96			27	8	86	0.67	150.6

T TSPCSTGR

Species, Sort Grade - Board Foot Volumes (Type)

Project: DEERFSAL

Date 1/19/2016

Time 1:39:45PM

T29N R38E S22 T00U2

Twp	Rge	Sec	Tract	Type	Acres	Plots	Sample Trees	CuFt	BdFt
29N	38E	22	DEER FIRE	00U2	185.54	48	112	S	E

T29N R38E S22 T00U2

Spp	ST	Sort	Grad	% Net BdFt	Bd. Ft. per Acre Def%	Gross	Net	Total Net MBF	Percent Net Board Foot Volume: Log Scale Dia. 4-5	6-11	12-16	17+	Log Length 12-20	21-32	33-55	56-99	Average Log: Ln Ft	Dia In	Bd Ft	CF/ Lf	Logs Per /Acre
DF		D	2	21		483	483	90			100			100			32	14	289	1.94	1.7
DF		D	3	40	3.0	947	919	171		87	13			100			32	9	108	0.74	8.5
DF		D	4	39	4.0	910	874	162	77	23			43	57			23	5	23	0.30	37.5
DF		**Totals**		31	2.7	2,340	2,276	422	29	44	27		17	83			25	6	48	0.48	47.7
DF	L	D	3	82		1,444	1,444	268		100				100			32	10	140	0.89	10.3
DF	L	D	4	18		309	309	57	100					100			28	5	30	0.34	10.3
DF	**L**	**Totals**		24		1,753	1,753	325	18	82				100			30	8	85	0.63	20.6
GF		D	2	44		1,164	1,164	216			100			100			32	14	286	1.48	4.1
GF		D	3	44	5.2	1,249	1,184	220		89	11			100			32	9	122	0.76	9.7
GF		D	4	12		294	294	55	65	35			29	71			23	6	32	0.33	9.1
GF		**Totals**		36	2.4	2,707	2,642	490	7	44	49		3	97			29	9	115	0.76	22.9
PP		D	4	85	5.7	504	475	88			54	46		100			32	15	322	1.68	1.5
PP		D	5	15		83	83	15		100			16	84			27	8	81	0.73	1.0
PP		**Totals**		8	4.9	587	558	104		15	46	39	2	98			30	12	223	1.33	2.5
WH		D	2	72		93	93	17			100			100			32	15	320	1.60	.3
WH		D	3	28		35	35	6		100				100			32	9	120	0.83	.3
WH		**Totals**		2		128	128	24		27	73			100			32	12	220	1.22	.6
Type Totals					2.1	7,516	7,357	1,365	16	50	31	3	6	94			27	7	78	0.62	94.3

T TSPCSTGR

Species, Sort Grade - Board Foot Volumes (Type)

Project: DEERFSAL

Date 1/19/2016

Time 1:39:45PM

T29N R38E S10 T00U3

Twp	Rge	Sec	Tract	Type	Acres	Plots	Sample Trees	CuFt	BdFt
29N	38E	10	DEER FIRE	00U3	246.20	58	104	S	E

T29N R38E S10 T00U3

Spp	ST	Sort	Grad	% Net BdFt	Bd. Ft. per Acre Def%	Gross	Net	Total Net MBF	Percent Net Board Foot Volume: Log Scale Dia. 4-5	6-11	12-16	17+	Log Length 12-20	21-32	33-55	56-99	Average Log: Ln Ft	Dia In	Bd Ft	CF/ Lf	Logs Per /Acre
DF		D	2	9	20.8	228	180	44			100			100			32	13	190	1.78	.9
DF		D	3	68	3.9	1,372	1,319	325		100				100			32	9	105	0.81	12.5
DF		D	4	23		443	443	109	89	11			10	90			25	5	29	0.32	15.5
DF Totals				37	4.9	2,042	1,942	478	20	70	9		2	98			28	7	67	0.62	28.9
DF	L	D	3	80	5.4	1,119	1,059	261		79	21			100			32	9	111	0.80	9.5
DF	L	D	4	20		259	259	64	37	63			47	53			22	5	29	0.44	8.8
DF L Totals				25	4.4	1,378	1,317	324	7	76	17		9	91			27	7	72	0.66	18.4
WL	L	D	3	75	14.3	568	487	120		100				100			32	8	60	0.57	8.1
WL	L	D	4	25		162	162	40		100			100				18	6	20	0.27	8.1
WL L Totals				12	11.1	730	649	160		100			25	75			25	7	40	0.46	16.2
WL		D	3	50		173	173	43		100				100			32	7	60	0.35	2.9
WL		D	4	50		171	171	42	50	50			50	50			22	5	30	0.28	5.7
WL Totals				7		345	345	85	25	75			25	75			25	6	40	0.31	8.6
GF		D	2	13	29.6	115	81	20			100			100			32	14	190	2.11	.4
GF		D	3	62	7.5	413	382	94		100				100			32	8	90	0.67	4.2
GF		D	4	25		150	150	37	100				79	21			17	5	20	0.26	7.6
GF Totals				12	9.6	678	613	151	24	62	13		19	81			23	6	50	0.55	12.3
PP		D	5	100		333	333	82		100				100			32	7	70	0.53	4.8
PP Totals				6		333	333	82		100				100			32	7	70	0.53	4.8
Type Totals					5.6	5,506	5,199	1,280	14	77	9		10	90			27	7	58	0.56	89.2

T TSPCSTGR

Species, Sort Grade - Board Foot Volumes (Type)

Project: DEERFSAL

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T29N R38E S07 T00U4

Twp	Rge	Sec	Tract	Type	Acres	Plots	Sample Trees	CuFt	BdFt
29N	38E	07	DEER FIRE	00U4	119.68	26	39	S	E

T29N R38E S07 T00U4

Spp	ST	Sort	Grad	% Net BdFt	Bd. Ft. per Acre Def%	Gross	Net	Total Net MBF	Percent Net Board Foot Volume: Log Scale Dia. 4-5	6-11	12-16	17+	Log Length 12-20	21-32	33-55	56-99	Average Log: Ln Ft	Dia In	Bd Ft	CF/ Lf	Logs Per /Acre
DF		D	2	12		384	384	46			100			100			32	12	190	1.38	2.0
DF		D	3	53	2.7	1,691	1,646	197		76	24			100			32	9	127	0.91	12.9
DF		D	4	35	5.2	1,117	1,059	127	43	57			20	80			25	5	33	0.47	32.4
DF		**Totals**		21	3.3	3,192	3,089	370	15	60	25		7	93			27	7	65	0.65	47.4
DF	L	D	2	67		1,822	1,822	218			100			100			32	12	190	1.38	9.6
DF	L	D	3	33		863	863	103		100				100			32	7	90	0.53	9.6
DF	**L**	**Totals**		18		2,686	2,686	321		32	68			100			32	10	140	0.95	19.2
GF		D	2	29	34.7	3,452	2,253	270			32	68		100			32	19	368	2.99	6.1
GF		D	3	62	7.1	5,049	4,692	562		44	39	17		100			32	10	157	1.00	29.9
GF		D	4	9		639	639	77	55	45			13	87			24	6	38	0.38	16.8
GF		**Totals**		52	17.0	9,140	7,584	908	5	31	34	31	1	99			30	10	143	1.08	52.9
WL		D	3	57	.0	522	522	62		100				100			32	7	64	0.51	8.1
WL		D	4	43		393	393	47	32	68			32	68			23	5	29	0.30	13.4
WL		**Totals**		6		915	915	109	14	86			14	86			26	6	42	0.40	21.5
ES		D	3	88		356	356	43		57	43			100			32	12	191	1.37	1.9
ES		D	4	12		48	48	6	100				24	76			27	5	37	0.38	1.3
ES		**Totals**		3		404	404	48	12	50	38		3	97			30	9	128	1.00	3.2
Type Totals					10.2	16,336	14,677	1,757	7	41	36	16	3	97			29	8	102	0.83	144.1

T TSPCSTGR

Species, Sort Grade - Board Foot Volumes (Type)

Project: DEERFSAL

Date 1/19/2016

Time 1:39:45PM

T29N R38E S16 T00U5

Twp	Rge	Sec	Tract	Type	Acres	Plots	Sample Trees	CuFt	BdFt
29N	38E	16	DEER FIRE	00U5	174.42	39	86	S	E

T29N R38E S16 T00U5

Spp	ST	Sort	Grad	% Net BdFt	Bd. Ft. per Acre Def%	Gross	Net	Total Net MBF	Percent Net Board Foot Volume: Log Scale Dia. 4-5	6-11	12-16	17+	Log Length 12-20	21-32	33-55	56-99	Average Log: Ln Ft	Dia In	Bd Ft	CF/ Lf	Logs Per /Acre
DF		D	2	23	3.1	429	416	72			53	47		100			32	16	382	2.85	1.1
DF		D	3	18		329	329	57		49	51			100			31	8	107	0.89	3.1
DF		D	4	59		1,041	1,041	182	88	12			12	88			28	5	39	0.35	26.6
DF	**Totals**			45	.7	1,799	1,785	311	51	16	22	11	7	93			28	6	58	0.51	30.8
GF		D	2	22	29.1	715	507	88			59	41		100			32	17	297	2.21	1.7
GF		D	3	53		1,168	1,168	204		83	17			100			32	8	105	0.67	11.2
GF		D	4	25	17.4	668	552	96	33	67			25	75			25	6	28	0.34	19.5
GF	**Totals**			55	12.7	2,551	2,226	388	8	60	22	9	6	94			28	7	69	0.58	32.3
Type Totals					7.8	4,350	4,012	700	27	40	22	10	7	93			28	6	64	0.55	63.1

TC PSPCTLTCM

Species Summary - Trees, Logs, Tons, CCF, MBF

T29N R38E S07 Ty00U4	119.6
T29N R38E S08 Ty00U1	311.7
T29N R38E S22 Ty00U	185.5

Project DEERFSAL
Acres 1,037.63

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Species	ST	Total Trees	Total Logs	Total Tons	Net Cubic Ft/ Tree	Net Cubic Ft/ Log	CF/ LF	Total CCF Gross	Total CCF Net	Total MBF Gross	Total MBF Net
GR FIR		20,188	40,086	23,565	40.74	20.52	0.75	8,225	8,225	4,253	3,869
DOUG FIR		26,364	40,411	21,402	28.38	18.51	0.68	7,509	7,481	3,183	3,069
DOUG FIR	L	5,658	10,645	6,358	39.43	20.96	0.72	2,231	2,231	986	971
WR CEDAR		3,150	4,554	1,868	25.24	17.46	0.67	795	795	357	333
W LARCH		7,745	9,776	1,825	8.56	6.78	0.25	760	663	370	329
P PINE		1,363	1,637	918	28.08	23.38	0.74	383	383	191	186
W LARCH	L	1,998	3,996	1,106	23.06	11.53	0.46	461	461	180	160
LP PINE		1,872	2,535	458	10.20	7.54	0.26	191	191	120	107
WHEMLOCK		328	655	293	27.91	13.95	0.55	91	91	48	48
E SPRUCE		155	378	294	73.09	29.95	1.00	113	113	48	48
Totals		68,822	114,674	58,087	29.98	17.99	0.66	20,760	20,634	9,736	9,119

Wood Type Species	Total Trees	Total Logs	Total Tons	Net Cubic Ft/ Tree	Net Cubic Ft/ Log	CF/ LF	Total CCF Gross	Total CCF Net	Total MBF Gross	Total MBF Net
C	68,822	114,674	58,087	29.98	17.99	0.66	20,760	20,634	9,736	9,119
Totals	68,822	114,674	58,087	29.98	17.99	0.66	20,760	20,634	9,736	9,119

TC PLOGSTVB

Log Stock Table - MBF

T29N R38E S07 Ty00U4
THRU
T29N R38E S22 Ty00U2

Project: DEERFSAL
Acres 1,037.63

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Spp	ST	Sort	Grade	Log Len	Gross MBF	Def %	Net MBF	% Spc	Net Volume by Scaling Diameter in Inches											
									2-4	5-6	7-10	11-12	13-14	15-16	17-18	19-20	21-23	24-29	30-39	40+
DF		D	2	32	970	4.3	928	30.2				150	422	321		34				
DF		D	3	26	5		5	.2		5										
DF		D	3	32	1,526	3.1	1,478	48.2		52	967	430	29							
DF		D	4	12	14	74.1	4	.1		4										
DF		D	4	14	24		24	.8		24										
DF		D	4	16	17		17	.6		15	2									
DF		D	4	18	56		56	1.8		56										
DF		D	4	20	80	8.4	73	2.4		73										
DF		D	4	24	115	2.4	112	3.7		112										
DF		D	4	26	6		6	.2		6										
DF		D	4	30	85	5.1	81	2.6		81										
DF		D	4	32	285		285	9.3		285										
DF		Totals			3,183	3.6	3,069	33.7		713	969	580	452	321		34				
DF	L	D	2	32	218		218	22.5				218								
DF	L	D	3	30	25		25	2.6			25									
DF	L	D	3	32	622	2.4	607	62.5			552	55								
DF	L	D	4	16	13		13	1.3		13										
DF	L	D	4	18	11		11	1.1		11										
DF	L	D	4	20	6		6	.7		6										
DF	L	D	4	28	57		57	5.9		57										
DF	L	D	4	32	34		34	3.5		34										
DF		Totals			986	1.5	971	10.6		121	577	273								
WL		D	3	32	105		105	32.0			105									
WL		D	4	14	4		4	1.3		4										
WL		D	4	16	7		7	2.1		7										
WL		D	4	20	25		25	7.6		25										
WL		D	4	24	41	100.0														
WL		D	4	32	188		188	57.0		167	21									
WL		Totals			370	11.0	329	3.6		203	126									
WL	L	D	3	32	140	14.3	120	75.0			120									
WL	L	D	4	18	40		40	25.0		40										
WL		Totals			180	11.1	160	1.8		40	120									
GF		D	2	32	1,444	19.2	1,166	30.1				124	418	333		109	182			

TC PLOGSTVB

Log Stock Table - MBF

T29N R38E S07 Ty00U4
THRU
T29N R38E S22 Ty00U2

Project: DEERFSAL
Acres 1,037.63

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Date 1/19/2016
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Spp	ST	Sort	Grade	Log Len	Gross MBF	Def %	Net MBF	% Spc	Net Volume by Scaling Diameter in Inches 2-4	5-6	7-10	11-12	13-14	15-16	17-18	19-20	21-23	24-29	30-39	40+
GF		D	3	32	2,268	3.4	2,192	56.7		36	1388	460	137	74	96					
GF		D	4	12	21		21	.5		21										
GF		D	4	14	10		10	.3		10										
GF		D	4	16	73		73	1.9		59	14									
GF		D	4	18	9		9	.2			9									
GF		D	4	20	24		24	.6		15	10									
GF		D	4	24	220	4.5	210	5.4		143	67									
GF		D	4	26	12		12	.3		12										
GF		D	4	28	33		33	.8		33										
GF		D	4	30	8		8	.2		8										
GF		D	4	32	131	15.6	110	2.9		110										
GF		Totals			4,253	9.0	3,869	42.4		446	1488	584	555	407	96	109	182			
WH		D	2	32	17		17	35.7						17						
WH		D	3	32	26		26	53.0			26									
WH		D	4	16	5		5	11.3		5										
WH		Totals			48		48	.5		5	26			17						
RC		D	3	32	267	9.2	243	72.9			168		38	36						
RC		D	4	16	25		25	7.6		25										
RC		D	4	18	4		4	1.2		4										
RC		D	4	28	26		26	8.0		26										
RC		D	4	32	34		34	10.3		34										
RC		Totals			357	6.9	333	3.6		90	168		38	36						
ES		D	3	32	43		43	88.2			10	15	18							
ES		D	4	20	1		1	2.8		1										
ES		D	4	32	4		4	9.0		4										
ES		Totals			48		48	.5		6	10	15	18							
LP		D	3	32	46	28.6	33	31.0			33									
LP		D	4	20	13		13	12.4		13										
LP		D	4	32	60		60	56.6		60										
LP		Totals			120	11.0	107	1.2		74	33									
PP		D	4	32	94	5.7	88	47.5				18		29	41					
PP		D	5	20	3		3	1.3			3									

TC PLOGSTVB

Log Stock Table - MBF

T29N R38E S07 Ty00U4
THRU
T29N R38E S22 Ty00U2

Project: DEERFSAL
Acres 1,037.63

Date 1/19/2016
Time 1:39:44PM

Spp	ST	Sort	Grade	Log Len	Gross MBF	Def %	Net MBF	% Spc	Net Volume by Scaling Diameter in Inches											
									2-4	5-6	7-10	11-12	13-14	15-16	17-18	19-20	21-23	24-29	30-39	40+
PP		D	5	32	95		95	51.1			95									
PP		Totals			191	2.8	186	2.0			97	18		29	41					
Total		All Species			9,736	6.3	9,119	100.0		1699	3614	1469	1064	811	137	143	182			

TC PLOGSTVT_SED

Project Log Stock Table - TONS(SED)

T29N R38E S07 Ty00U4
THRU
T29N R38E S22 Ty00U2

Project: DEERFSAL
Acres 1,037.63

Page 1
Date 1/19/2016
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Spp	ST	Sort	Grade	Log Len	SED	TONS	Tons by Scaling Diameter in Inches 2-4	5-6	7-10	11-12	13-14	15-16	17-18	19-20	21-23	24-29	30-39	40+
DF		D	2	32	13.7	5,849				941	2441	2258		208				
DF		D	3	26	6.0	41		41										
DF		D	3	32	8.9	10,043		363	6600	2882	197							
DF		D	4	12	5.3	111		111										
DF		D	4	14	5.3	186		186										
DF		D	4	16	5.3	102		85	16									
DF		D	4	18	5.0	374		374										
DF		D	4	20	5.2	630		630										
DF		D	4	24	5.2	937		937										
DF		D	4	26	5.0	56		56										
DF		D	4	30	5.0	1,010		1010										
DF		D	4	32	5.5	2,063		2063										
Graded						21402		5857	6616	3823	2638	2258		208				
DF		Totals			6.9	21,402		5857	6616	3823	2638	2258		208				
DF	L	D	2	32	12.0	1,442				1442								
DF	L	D	3	30	7.0	145			145									
DF	L	D	3	32	8.9	3,653			3275	378								
DF	L	D	4	16	5.0	83		83										
DF	L	D	4	18	5.0	82		82										
DF	L	D	4	20	6.0	91		91										
DF	L	D	4	28	5.0	520		520										
DF	L	D	4	32	6.0	342		342										
Graded						6358		1118	3421	1819								
DF		Totals			8.1	6,358		1118	3421	1819								
WL		D	3	32	7.3	573			573									
WL		D	4	14	5.0	35		35										
WL		D	4	16	5.0	27		27										
WL		D	4	20	5.0	122		122										
WL		D	4	24	5.0	236		236										
WL		D	4	32	5.7	833		724	109									
Graded						1825		1143	682									
WL		Totals			5.8	1,825		1143	682									
WL	L	D	3	32	8.0	870			870									
WL	L	D	4	18	6.0	235		235										
Graded						1106		235	870									

TC PLOGSTVT_SED

Project Log Stock Table - TONS(SED)

T29N R38E S07 Ty00U4
THRU
T29N R38E S22 Ty00U2

Project: DEERFSAL
Acres 1,037.63

Date 1/19/2016
Time 1:39:44PM

Spp	ST	Sort	Grade	Log Len	SED	TONS	Tons by Scaling Diameter in Inches 2-4	5-6	7-10	11-12	13-14	15-16	17-18	19-20	21-23	24-29	30-39	40+
WL		Totals			7.0	1,106		235	870									
GF		D	2	32	15.7	7,613				762	2329	2099		1071	1352			
GF		D	3	32	9.2	12,364		263	8038	2417	896	347	403					
GF		D	4	12	5.3	169		169										
GF		D	4	14	5.1	88		88										
GF		D	4	16	5.2	434		346	88									
GF		D	4	18	7.0	74			74									
GF		D	4	20	6.1	178		84	94									
GF		D	4	24	5.5	1,281		856	425									
GF		D	4	26	5.5	108		108										
GF		D	4	28	5.7	282		282										
GF		D	4	30	5.0	56		56										
GF		D	4	32	5.7	919		919										
Graded						23565		3171	8718	3179	3225	2445	403	1071	1352			
GF		Totals			8.3	23,565		3171	8718	3179	3225	2445	403	1071	1352			
WH		D	2	32	15.0	88						88						
WH		D	3	32	7.5	176			176									
WH		D	4	16	5.0	28		28										
Graded						293		28	176			88						
WH		Totals			7.5	293		28	176			88						
RC		D	3	32	10.9	1,305			740		280	284						
RC		D	4	16	6.0	129		129										
RC		D	4	18	6.0	32		32										
RC		D	4	28	5.0	198		198										
RC		D	4	32	5.0	205		205										
Graded						1868		564	740		280	284						
RC		Totals			7.3	1,868		564	740		280	284						
ES		D	3	32	11.6	253			46	102	105							
ES		D	4	20	5.0	12		12										
ES		D	4	32	5.0	29		29										
Graded						294		41	46	102	105							
ES		Totals			8.9	294		41	46	102	105							
LP		D	3	32	7.0	207			207									

TC PLOGSTVT_SED

Project Log Stock Table - TONS(SED)

T29N R38E S07 Ty00U4
THRU
T29N R38E S22 Ty00U2

Project: **DEERFSAL**
Acres **1,037.63**

Date **1/19/2016**
Time **1:39:44PM**

Spp	ST	Sort	Grade	Log Len	SED	TONS	Tons by Scaling Diameter in Inches 2-4	5-6	7-10	11-12	13-14	15-16	17-18	19-20	21-23	24-29	30-39	40+
LP		D	4	20	5.0	64		64										
LP		D	4	32	5.0	188		188										
Graded						458		252	207									
LP		Totals			5.5	458		252	207									
PP		D	4	32	15.0	355				82		132	141					
PP		D	5	20	7.0	21			21									
PP		D	5	32	7.2	543			543									
Graded						918			564	82		132	141					
PP		Totals			8.8	918			564	82		132	141					
Total		All Species				58,087		12409	22040	9006	6249	5208	544	1279	1352			

STATISTICS

PROJECT DEERFSAL

TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt
29N	38E	08	DEER FIRE	00U1	311.79	58	186	S	E

	PLOTS	TREES	TREES PER PLOT	ESTIMATED TOTAL TREES	PERCENT SAMPLE TREES
TOTAL	58	186	3.2		
CRUISE	29	35	1.2	26,137	.1
DBH COUNT					
REFOREST					
COUNT	23	69	3.0		
BLANKS	6				
100 %					

STAND SUMMARY

	SAMPLE TREES	TREES /ACRE	AVG DBH	BOLE LEN	REL DEN	BASAL AREA	GROSS BF/AC	NET BF/AC	GROSS CF/AC	NET CF/AC
GR FIR	11	31.8	14.6	75	9.7	37.1	6,559	6,195	1,274	1,274
DOUG FIR	12	18.8	18.1	76	7.9	33.6	4,971	4,771	1,100	1,092
WR CEDAR	6	10.1	12.6	48	2.5	8.7	1,145	1,066	255	255
W LARCH	3	16.3	7.7	70	1.9	5.2	563	432	104	73
LP PINE	2	6.0	8.4	77	0.8	2.3	385	343	61	61
WHEMLOCK	1	.9	11.0	75	0.2	.6	79	79	16	16
TOTAL	*35*	*83.8*	*13.8*	*71*	*23.5*	*87.5*	*13,701*	*12,887*	*2,811*	*2,772*

CONFIDENCE LIMITS OF THE SAMPLE

68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR

SAMPLE TREES - BF

CL: 68.1 % SD: 1.0

	COEFF VAR.%	S.E.%	LOW	AVG	HIGH	# OF TREES REQ. 5	7	INF. POP. 10
GR FIR	57.3	18.1	215	263	310			
DOUG FIR	47.0	14.2	261	304	347			
WR CEDAR	62.1	30.9	166	240	314			
W LARCH	88.2	61.1	12	30	48			
LP PINE	23.6	22.1	47	60	73			
WHEMLOCK								
TOTAL	*66.5*	*11.4*	*209*	*236*	*263*	*177*	*90*	*44*

TREES/ACRE

CL: 68.1 % SD: 1.0

	COEFF VAR.%	S.E.%	LOW	AVG	HIGH	# OF PLOTS REQ. 5	7	INF. POP. 10
GR FIR	129.6	17.0	26	32	37			
DOUG FIR	156.9	20.6	15	19	23			
WR CEDAR	226.9	29.8	7	10	13			
W LARCH	265.9	34.9	11	16	22			
LP PINE	533.8	70.1	2	6	10			
WHEMLOCK	761.6	100.0	0	1	2			
TOTAL	*59.5*	*7.8*	*77*	*84*	*90*	*141*	*72*	*35*

BASAL AREA/ACRE

CL: 68.1 % SD: 1.0

	COEFF VAR.%	S.E.%	LOW	AVG	HIGH	# OF PLOTS REQ. 5	7	INF. POP. 10
GR FIR	127.8	16.8	31	37	43			
DOUG FIR	155.6	20.4	27	34	40			
WR CEDAR	211.9	27.8	6	9	11			
W LARCH	264.5	34.7	3	5	7			
LP PINE	533.8	70.1	1	2	4			
WHEMLOCK	761.6	100.0	0	1	1			
TOTAL	*54.8*	*7.2*	*81*	*88*	*94*	*120*	*61*	*30*

NET BF/ACRE

CL: 68.1 % SD: 1.0

	COEFF VAR.%	S.E.%	LOW	AVG	HIGH	# OF PLOTS REQ. 5	7	INF. POP. 10
GR FIR	128.1	16.8	5,153	6,195	7,237			
DOUG FIR	155.9	20.5	3,795	4,771	5,748			
WR CEDAR	226.5	29.7	749	1,066	1,384			
W LARCH	284.6	37.4	271	432	594			
LP PINE	533.8	70.1	103	343	583			

STATISTICS

PROJECT **DEERFSAL**

TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt
29N	**38E**	**08**	**DEER FIRE**	**00U1**	311.79	58	186	S	E

NET BF/ACRE

CL: 68.1 %
SD: 1.0

	COEFF VAR.	S.E.%	LOW	AVG	HIGH	# OF PLOTS REQ. 5	7	INF. POP. 10
WHEMLOCK	761.6	100.0	0	79	158			
TOTAL	*59.4*	*7.8*	*11,883*	*12,887*	*13,892*	*141*	*72*	*35*

V-BAR/ACRE

CL: 68.1 %
SD: 1.0

	COEFF VAR.%	S.E.%	LOW	AVG	HIGH	# OF PLOTS REQ. 5	7	INF. POP. 10
GR FIR			139	167	195			
DOUG FIR			113	142	171			
WR CEDAR	131.1	17.2	86	123	159			
W LARCH	150.6	19.8	52	83	114			
LP PINE	370.6	48.7	44	148	252			
WHEMLOCK	761.6	100.0	0	136	273			
TOTAL	*515.2*	*67.7*	*136*	*147*	*159*	*10,618*	*5,418*	*2,655*

STATISTICS

PROJECT DEERFSAL

TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt
29N	38E	22	DEER FIRE	00U2	185.54	48	112	S	E

	PLOTS	TREES	TREES PER PLOT	ESTIMATED TOTAL TREES	PERCENT SAMPLE TREES
TOTAL	48	112	2.3		
CRUISE	16	23	1.4	11,486	.2
DBH COUNT					
REFOREST					
COUNT	18	30	1.7		
BLANKS	14				
100 %					

STAND SUMMARY

	SAMPLE TREES	TREES /ACRE	AVG DBH	BOLE LEN	REL DEN	BASAL AREA	GROSS BF/AC	NET BF/AC	GROSS CF/AC	NET CF/AC
DOUG FIR	11	41.1	10.3	52	7.4	23.7	2,340	2,276	561	560
DOUG FIR-L	1	10.3	14.7	80	3.2	12.2	1,753	1,753	391	391
GR FIR	8	9.1	15.6	90	3.1	12.2	2,707	2,642	499	499
P PINE	2	1.0	22.7	79	0.6	2.9	587	558	100	100
WHEMLOCK	1	.3	19.1	75	0.1	.6	128	128	23	23
TOTAL	*23*	*61.9*	*12.4*	*63*	*14.7*	*51.5*	*7,516*	*7,357*	*1,573*	*1,573*

CONFIDENCE LIMITS OF THE SAMPLE

68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR

SAMPLE TREES - BF

CL: 68.1 % SD: 1.0

	COEFF VAR.%	S.E.%	LOW	AVG	HIGH	# OF TREES REQ. 5	7	INF. POP. 10
DOUG FIR	140.6	44.4	77	139	201			
DOUG FIR-L								
GR FIR	59.5	22.5	290	374	458			
P PINE	43.8	41.1	333	565	797			
WHEMLOCK								
TOTAL	*88.5*	*18.9*	*221*	*272*	*324*	*328*	*167*	*82*

TREES/ACRE

CL: 68.1 % SD: 1.0

	COEFF VAR.%	S.E.%	LOW	AVG	HIGH	# OF PLOTS REQ. 5	7	INF. POP. 10
DOUG FIR	163.5	23.6	31	41	51			
DOUG FIR-L	193.9	28.0	7	10	13			
GR FIR	238.1	34.4	6	9	12			
P PINE	357.3	51.6	0	1	2			
WHEMLOCK	692.8	100.0	0	0	1			
TOTAL	*114.2*	*16.5*	*52*	*62*	*72*	*522*	*266*	*130*

BASAL AREA/ACRE

CL: 68.1 % SD: 1.0

	COEFF VAR.%	S.E.%	LOW	AVG	HIGH	# OF PLOTS REQ. 5	7	INF. POP. 10
DOUG FIR	162.0	23.4	18	24	29			
DOUG FIR-L	193.9	28.0	9	12	16			
GR FIR	235.3	34.0	8	12	16			
P PINE	356.4	51.4	1	3	4			
WHEMLOCK	692.8	100.0	0	1	1			
TOTAL	*97.0*	*14.0*	*44*	*52*	*59*	*376*	*192*	*94*

NET BF/ACRE

CL: 68.1 % SD: 1.0

	COEFF VAR.%	S.E.%	LOW	AVG	HIGH	# OF PLOTS REQ. 5	7	INF. POP. 10
DOUG FIR	166.3	24.0	1,730	2,276	2,822			
DOUG FIR-L	193.9	28.0	1,263	1,753	2,244			
GR FIR	239.0	34.5	1,731	2,642	3,553			
P PINE	358.4	51.7	269	558	847			
WHEMLOCK	692.8	100.0	0	128	256			
TOTAL	*107.0*	*15.4*	*6,221*	*7,357*	*8,494*	*458*	*234*	*115*

V-BAR/ACRE

CL: 68.1 % SD: 1.0

	COEFF VAR.%	S.E.%	LOW	AVG	HIGH	# OF PLOTS REQ. 5	7	INF. POP. 10
DOUG FIR			73	96	119			

STATISTICS

PROJECT **DEERFSAL**

TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt
29N	**38E**	**22**	**DEER FIRE**	**00U2**	185.54	48	112	S	E

CL: 68.1 %
SD: 1.0

	COEFF VAR.	S.E.%	V-BAR/ACRE LOW	AVG	HIGH	# OF PLOTS REQ. 5	7	INF. POP. 10
DOUG FIR-L			104	144	185			
GR FIR	69.8	10.1	142	217	292			
P PINE	174.4	25.2	93	193	293			
WHEMLOCK	692.8	100.0	0	221	442			
TOTAL	*518.0*	*74.8*	*121*	*143*	*165*	*10,734*	*5,476*	*2,683*

STATISTICS

PROJECT DEERFSAL

TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt
29N	38E	10	DEER FIRE	00U3	246.20	58	104	S	E

	PLOTS	TREES	TREES PER PLOT	ESTIMATED TOTAL TREES	PERCENT SAMPLE TREES
TOTAL	58	104	1.8		
CRUISE	16	23	1.4	12,846	.2
DBH COUNT					
REFOREST					
COUNT	27	54	2.0		
BLANKS	15				
100 %					

STAND SUMMARY

	SAMPLE TREES	TREES /ACRE	AVG DBH	BOLE LEN	REL DEN	BASAL AREA	GROSS BF/AC	NET BF/AC	GROSS CF/AC	NET CF/AC
DOUG FIR	8	16.4	13.9	72	4.7	17.4	2,042	1,942	502	502
DOUG FIR-L	5	10.5	14.5	60	3.2	12.2	1,378	1,317	328	328
W LARCH	3	4.3	9.9	82	0.7	2.3	345	345	67	67
W LARCH-L	1	8.1	12.0	78	1.8	6.4	730	649	187	187
GR FIR	5	8.0	11.5	46	1.7	5.8	678	613	153	153
P PINE	1	4.8	12.5	62	1.1	4.1	333	333	80	80
TOTAL	*23*	*52.2*	*13.0*	*67*	*13.3*	*48.1*	*5,506*	*5,199*	*1,318*	*1,317*

CONFIDENCE LIMITS OF THE SAMPLE

68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR

CL: 68.1 %	COEFF		SAMPLE TREES - BF			# OF TREES REQ.		INF. POP.
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
DOUG FIR	51.6	19.5	116	144	172			
DOUG FIR-L	40.8	20.3	108	136	164			
W LARCH			80	80	80			
W LARCH-L								
GR FIR	78.8	39.2	78	128	178			
P PINE								
TOTAL	*55.9*	*11.9*	*110*	*124*	*139*	*131*	*67*	*33*

CL: 68.1 %	COEFF		TREES/ACRE			# OF PLOTS REQ.		INF. POP.
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
DOUG FIR	182.6	24.0	12	16	20			
DOUG FIR-L	192.6	25.3	8	11	13			
W LARCH	370.6	48.7	2	4	6			
W LARCH-L	303.7	39.9	5	8	11			
GR FIR	252.9	33.2	5	8	11			
P PINE	272.3	35.8	3	5	6			
TOTAL	*78.8*	*10.3*	*47*	*52*	*58*	*248*	*127*	*62*

CL: 68.1 %	COEFF		BASAL AREA/ACRE			# OF PLOTS REQ.		INF. POP.
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
DOUG FIR	181.9	23.9	13	17	22			
DOUG FIR-L	191.5	25.1	9	12	15			
W LARCH	370.6	48.7	1	2	3			
W LARCH-L	303.7	39.9	4	6	9			
GR FIR	221.0	29.0	4	6	7			
P PINE	272.3	35.8	3	4	6			
TOTAL	*77.6*	*10.2*	*43*	*48*	*53*	*241*	*123*	*60*

CL: 68.1 %	COEFF		NET BF/ACRE			# OF PLOTS REQ.		INF. POP.
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
DOUG FIR	184.5	24.2	1,471	1,942	2,412			
DOUG FIR-L	192.7	25.3	984	1,317	1,651			
W LARCH	370.6	48.7	177	345	512			
W LARCH-L	303.7	39.9	390	649	908			
GR FIR	225.9	29.7	431	613	794			

STATISTICS

PROJECT **DEERFSAL**

TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt
29N	**38E**	**10**	**DEER FIRE**	**00U3**	246.20	58	104	S	E

NET BF/ACRE

CL: 68.1 % / SD: 1.0	COEFF VAR.	S.E.%	LOW	AVG	HIGH	# OF PLOTS REQ. 5	7	INF. POP. 10
P PINE	272.3	35.8	214	333	452			
TOTAL	*83.3*	*10.9*	*4,630*	*5,199*	*5,767*	*277*	*142*	*69*

V-BAR/ACRE

CL: 68.1 % / SD: 1.0	COEFF VAR.%	S.E.%	LOW	AVG	HIGH	# OF PLOTS REQ. 5	7	INF. POP. 10
DOUG FIR	35.5	4.7	85	112	139			
DOUG FIR-L			81	108	136			
W LARCH	317.0	41.6	76	149	221			
W LARCH-L			61	102	142			
GR FIR	146.6	19.3	74	106	137			
P PINE	43.2	5.7	53	82	112			
TOTAL	*441.1*	*57.9*	*96*	*108*	*120*	*7,782*	*3,971*	*1,946*

STATISTICS

PROJECT **DEERFSAL**

TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt
29N	**38E**	**07**	**DEER FIRE**	**00U4**	119.68	26	87	S	E

	PLOTS	TREES	TREES PER PLOT	ESTIMATED TOTAL TREES	PERCENT SAMPLE TREES
TOTAL	26	87	3.3		
CRUISE	13	21	1.6	10,079	.2
DBH COUNT					
REFOREST					
COUNT	12	32	2.7		
BLANKS	1				
100 %					

STAND SUMMARY

	SAMPLE TREES	TREES /ACRE	AVG DBH	BOLE LEN	REL DEN	BASAL AREA	GROSS BF/AC	NET BF/AC	GROSS CF/AC	NET CF/AC
DOUG FIR	9	34.5	13.4	52	9.2	33.6	3,192	3,089	853	852
DOUG FIR-L	1	9.6	18.6	72	4.2	18.1	2,686	2,686	584	584
GR FIR	6	25.5	18.3	64	10.9	46.5	9,140	7,584	1,696	1,696
W LARCH	3	13.4	11.1	70	2.7	9.0	915	915	226	226
E SPRUCE	2	1.3	19.1	72	0.6	2.6	404	404	94	94
TOTAL	*21*	*84.2*	*15.5*	*61*	*27.9*	*109.9*	*16,336*	*14,677*	*3,454*	*3,452*

CONFIDENCE LIMITS OF THE SAMPLE

68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR

CL: 68.1 %	COEFF		**SAMPLE TREES - BF**			# OF TREES REQ.		INF. POP.
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
DOUG FIR	79.6	28.1	90	126	161			
DOUG FIR-L								
GR FIR	87.7	39.1	314	515	716			
W LARCH	24.7	17.1	58	70	82			
E SPRUCE	45.7	42.8	186	325	464			
TOTAL	*117.3*	*26.2*	*188*	*255*	*322*	*578*	*295*	*145*

CL: 68.1 %	COEFF		**TREES/ACRE**			# OF PLOTS REQ.		INF. POP.
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
DOUG FIR	90.1	18.0	28	34	41			
DOUG FIR-L	141.2	28.3	7	10	12			
GR FIR	91.6	18.3	21	25	30			
W LARCH	199.3	39.9	8	13	19			
E SPRUCE	356.0	71.2	0	1	2			
TOTAL	*12.8*	*2.6*	*82*	*84*	*86*	*7*	*4*	*2*

CL: 68.1 %	COEFF		**BASAL AREA/ACRE**			# OF PLOTS REQ.		INF. POP.
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
DOUG FIR	93.8	18.8	27	34	40			
DOUG FIR-L	141.2	28.3	13	18	23			
GR FIR	86.9	17.4	38	47	55			
W LARCH	198.2	39.7	5	9	13			
E SPRUCE	353.3	70.7	1	3	4			
TOTAL			*110*	*110*	*110*			

CL: 68.1 %	COEFF		**NET BF/ACRE**			# OF PLOTS REQ.		INF. POP.
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
DOUG FIR	110.2	22.0	2,408	3,089	3,769			
DOUG FIR-L	141.2	28.3	1,926	2,686	3,445			
GR FIR	87.8	17.6	6,251	7,584	8,917			
W LARCH	199.0	39.8	550	915	1,279			
E SPRUCE	361.8	72.4	111	404	697			
TOTAL	*20.9*	*4.2*	*14,063*	*14,677*	*15,290*	*18*	*9*	*5*

STATISTICS

PROJECT **DEERFSAL**

TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt
29N	**38E**	**07**	**DEER FIRE**	**00U4**	119.68	26	87	S	E

CL: 68.1 %	COEFF		**V-BAR/ACRE**			# OF PLOTS REQ.		INF. POP.
SD: 1.0	VAR.	S.E.%	LOW	AVG	HIGH	5	7	10

CL: 68.1 %	COEFF		**V-BAR/ACRE**			# OF PLOTS REQ.		INF. POP.
SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
DOUG FIR			72	92	112			
DOUG FIR-L			106	148	190			
GR FIR			134	163	192			
W LARCH	80.6	16.1	61	101	141			
E SPRUCE	361.8	72.4	43	156	269			
TOTAL	*448.6*	*89.8*	*128*	*134*	*139*	*8,383*	*4,277*	*2,096*

STATISTICS

PROJECT **DEERFSAL**

TWP	RGE	SECT	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt
29N	**38E**	**16**	**DEER FIRE**	**00U5**	174.42	39	86	S	E

	PLOTS	TREES	TREES PER PLOT	ESTIMATED TOTAL TREES	PERCENT SAMPLE TREES
TOTAL	39	86	2.2		
CRUISE	15	18	1.2	8,274	.2
DBH COUNT					
REFOREST					
COUNT	11	32	2.9		
BLANKS	13				
100 %					

STAND SUMMARY

	SAMPLE TREES	TREES /ACRE	AVG DBH	BOLE LEN	REL DEN	BASAL AREA	GROSS BF/AC	NET BF/AC	GROSS CF/AC	NET CF/AC
DOUG FIR	11	27.0	11.3	52	5.6	19.0	1,799	1,785	447	447
GR FIR	7	20.4	12.4	67	4.9	17.2	2,551	2,226	527	527
TOTAL	*18*	*47.4*	*11.8*	*58*	*10.5*	*36.2*	*4,350*	*4,012*	*974*	*974*

CONFIDENCE LIMITS OF THE SAMPLE

68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR

CL: 68.1 % COEFF — **SAMPLE TREES - BF** — # OF TREES REQ. — INF. POP.

SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
DOUG FIR	155.1	49.0	88	174	259			
GR FIR	100.9	41.1	119	201	284			
TOTAL	*129.9*	*31.5*	*126*	*184*	*243*	*715*	*365*	*179*

CL: 68.1 % COEFF — **TREES/ACRE** — # OF PLOTS REQ. — INF. POP.

SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
DOUG FIR	165.7	26.5	20	27	34			
GR FIR	205.0	32.8	14	20	27			
TOTAL	*114.7*	*18.4*	*39*	*47*	*56*	*526*	*268*	*132*

CL: 68.1 % COEFF — **BASAL AREA/ACRE** — # OF PLOTS REQ. — INF. POP.

SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
DOUG FIR	156.4	25.0	14	19	24			
GR FIR	199.4	31.9	12	17	23			
TOTAL	*107.3*	*17.2*	*30*	*36*	*42*	*461*	*235*	*115*

CL: 68.1 % COEFF — **NET BF/ACRE** — # OF PLOTS REQ. — INF. POP.

SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
DOUG FIR	159.7	25.6	1,329	1,785	2,242			
GR FIR	201.1	32.2	1,509	2,226	2,943			
TOTAL	*115.9*	*18.6*	*3,267*	*4,012*	*4,756*	*538*	*274*	*134*

CL: 68.1 % COEFF — **V-BAR/ACRE** — # OF PLOTS REQ. — INF. POP.

SD: 1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10
DOUG FIR	38.9	6.2	70	94	118			
GR FIR			88	129	171			
TOTAL	*355.2*	*56.9*	*90*	*111*	*131*	*5,048*	*2,575*	*1,262*

TC TSTNDSUM

Stand Table Summary

Project **DEERFSAL**

T29N R38E S08 T00U1 **T29N R38E S08 T00U1**

Twp	Rge	Sec	Tract	Type	Acres	Plots	Sample Trees
29N	38E	08	DEER FIRE	00U1	311.79	58	186

Page: 1
Date: 1/19/201(
Time: 1:04:07PM

Spc	S T	DBH	Sample Trees	FF 16'	Av Ht Tot	Trees/ Acre	BA/ Acre	Logs Acre	Average Log Net Cu.Ft.	Average Log Net Bd.Ft.	Net Tons/ Acre	Net Cu.Ft. Acre	Net Bd.Ft. Acre	Totals Tons	Totals Cunits	Totals MBF
GF		8	3	85	17	4.965	1.74									
GF		9	5	85	17	6.535	2.90									
GF		10	6	86	29	6.514	3.48	2.08	10.1	60.0	.60	21	125	187	65	39
GF		11	7	86	23	6.139	4.06	1.72	8.6	40.0	.43	15	69	133	46	22
GF		12	5	85	17	3.766	2.90									
GF		13	4	87	29	2.566	2.32	1.32	12.1	65.0	.46	16	86	143	50	27
GF		14	9	86	35	4.916	5.22	2.27	17.9	89.4	1.16	41	203	363	127	63
GF		15	3	86	17	1.450	1.74									
GF		16	4	86	34	1.646	2.32	.86	22.8	110.0	.56	20	95	176	61	30
GF		17	2	85	53	.749	1.16	.72	28.8	140.0	.59	21	101	185	65	31
GF		18	3	86	17	.980	1.74									
GF		19	2	87	94	.614	1.16	1.53	28.7	142.2	1.26	44	218	393	137	68
GF		20	2	87	59	.534	1.16	.78	29.8	140.0	.67	23	109	208	73	34
GF		22	1	85	17	.212	.58									
GF		23	2	85	17	.405	1.16									
GF		24	1	85	17	.184	.58									
GF		25	2	85	17	.340	1.16									
GF		29	2	85	17	.258	1.16									
GF		32	1	74	87	.105	.58	.21	90.2	285.0	.54	19	60	169	59	19
GF		Totals	64	86	26	42.881	37.09	11.49	19.1	92.6	6.28	219	1,065	1,957	683	332
DF		9	3	82	17	3.965	1.74									
DF		10	2	82	17	2.045	1.16									
DF		11	3	83	17	2.634	1.74									
DF		12	2	80	42	1.382	1.16	1.38	9.5	35.0	.42	13	48	132	41	15
DF		13	3	83	17	1.957	1.74									
DF		14	6	81	25	3.171	3.48	1.02	14.6	50.0	.42	15	51	133	46	16
DF		15	3	83	17	1.417	1.74									
DF		16	4	83	17	1.698	2.32									
DF		17	7	82	40	2.570	4.06	1.82	23.3	110.0	1.20	42	200	376	132	62
DF		18	4	84	38	1.327	2.32	.99	22.1	123.3	.63	22	123	195	68	38
DF		19	4	80	35	1.175	2.32	.61	29.6	115.0	.51	18	70	160	56	22
DF		20	6	81	41	1.597	3.48	1.06	35.3	136.5	1.07	38	145	334	117	45
DF		21	4	83	36	.955	2.32	.72	27.9	133.3	.57	20	96	179	63	30
DF		22	1	83	17	.216	.58									
DF		23	3	83	68	.589	1.74	.98	40.8	202.0	1.14	40	198	355	124	62
DF		24	1	82	17	.183	.58									
DF		25	1	82	17	.177	.58									
DF		27	1	72	87	.151	.58	.30	59.9	185.0	.52	18	56	161	56	17
DF		Totals	58	82	27	27.205	33.61	8.89	25.4	111.0	6.49	226	987	2,023	705	308
RC		7	1	72	17	2.168	.58									
RC		8	2	75	22	3.508	1.16	1.62	4.4	20.0	.17	7	32	52	22	10
RC		10	1	73	17	.982	.58									
RC		11	2	77	31	1.824	1.16	.88	12.7	50.0	.26	11	44	82	35	14
RC		14	2	89	80	1.132	1.16	2.26	17.7	85.0	.94	40	192	293	125	60
RC		16	2	72	17	.852	1.16									
RC		20	1	82	103	.258	.58	.77	30.6	116.7	.56	24	90	174	74	28
RC		21	2	72	17	.484	1.16									
RC		23	1	72	17	.199	.58									
RC		26	1	72	91	.154	.58	.31	65.1	220.0	.47	20	68	147	62	21
RC		Totals	15	76	30	11.561	8.69	5.84	17.5	73.0	2.40	102	427	747	318	133

TC TSTNDSUM

Stand Table Summary

Project **DEERFSAL**

T29N R38E S08 T00U1

T29N R38E S08 T00U1

Twp	Rge	Sec	Tract	Type	Acres	Plots	Sample Trees
29N	38E	08	DEER FIRE	00U1	311.79	58	186

Date: 1/19/201(

Time: 1:04:07PM

Spc	S T	DBH	Sample Trees	FF 16'	Av Ht Tot	Trees/ Acre	BA/ Acre	Logs Acre	Average Log Net Cu.Ft.	Average Log Net Bd.Ft.	Net Tons/ Acre	Net Cu.Ft. Acre	Net Bd.Ft. Acre	Totals Tons	Totals Cunits	Totals MBF
LP		7	1	90	76	1.940	.58	1.94	6.5	50.0	.30	13	97	94	39	30
LP		9	1	85	17	1.437	.58									
LP		10	1	88	80	1.062	.58	2.12	8.5	35.0	.43	18	74	135	56	23
LP		11	1	84	17	.862	.58									
LP		Totals	4	87	51	5.302	2.32	4.07	7.5	42.2	0.74	31	171	229	96	53
WL		7	1	85	60	2.168	.58	2.17	.0		.25	0		79	0	
WL		8	3	87	40	5.251	1.74	1.89	6.5	40.0	.29	12	76	91	38	24
WL		9	1	87	74	1.372	.58	1.37	8.7	50.0	.29	12	69	90	37	21
WL		10	2	87	17	2.125	1.16									
WL		11	2	87	17	1.811	1.16									
WL		Totals	9	87	40	12.727	5.22	5.43	4.5	26.6	0.83	24	144	259	76	45
WH		11	1	84	75	.878	.58	1.76	9.0	45.0	.51	16	79	158	49	25
WH		Totals	1	84	75	.878	.58	1.76	9.0	45.0	0.51	16	79	158	49	25
DF	L	13	1	82	17	.592	.58									
DF	L	14	1	82	17	.574	.58									
DF	L	15	3	83	17	1.502	1.74									
DF	L	16	2	82	17	.815	1.16									
DF	L	17	4	82	17	1.458	2.32									
DF	L	18	3	83	17	1.014	1.74									
DF	L	19	3	83	17	.893	1.74									
DF	L	21	2	83	17	.489	1.16									
DF	L	22	1	83	17	.222	.58									
DF	L	23	1	82	17	.201	.58									
DF	L	24	1	82	17	.184	.58									
DF		Totals	22	83	17	7.944	12.75									
GF	L	17	1	85	17	.368	.58									
GF	L	28	1	85	17	.136	.58									
GF		Totals	2	85	17	.503	1.16									
PP	L	22	1	85	17	.224	.58									
PP		Totals	1	85	17	.224	.58									
RC	L	20	1	72	17	.266	.58									
RC		Totals	1	72	17	.266	.58									
WL	L	12	2	87	17	1.476	1.16									
WL	L	13	2	86	17	1.229	1.16									
WL	L	14	4	87	17	2.201	2.32									
WL	L	15	1	86	17	.472	.58									
WL		Totals	9	87	17	5.378	5.22									
Totals			186	84	28	114.868	107.78	37.48	16.5	76.7	17.24	618	2,873	5,374	1,926	896

Take trees per acre - 100.553
Leave trees per acre - 14.315

TC TSTNDSUM

Stand Table Summary

Project **DEERFSAL**

T29N R38E S22 T00U2

T29N R38E S22 T00U2

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Twp	Rge	Sec	Tract	Type	Acres	Plots	Sample Trees
29N	38E	22	DEER FIRE	00U2	185.54	48	112

Spc	S T	DBH	Sample Trees	FF 16'	Av Ht Tot	Trees/ Acre	BA/ Acre	Logs Acre	Average Log Net Cu.Ft.	Average Log Net Bd.Ft.	Net Tons/ Acre	Net Cu.Ft. Acre	Net Bd.Ft. Acre	Totals Tons	Totals Cunits	Totals MBF
GF		11	2	83	49	1.773	1.16	1.85	9.0	40.0	.48	17	74	89	31	14
GF		13	2	85	17	1.218	1.16									
GF		14	2	86	50	1.131	1.16	1.11	17.7	75.0	.56	20	84	105	37	16
GF		15	3	84	39	1.424	1.74	.89	21.0	90.0	.54	19	81	100	35	15
GF		16	4	87	41	1.682	2.32	1.18	23.6	140.0	.80	28	166	148	52	31
GF		18	2	92	111	.644	1.16	1.93	26.6	146.7	1.47	51	284	273	95	53
GF		19	2	89	68	.585	1.16	.91	29.7	180.0	.78	27	164	144	50	30
GF		21	1	86	17	.234	.58									
GF		23	1	80	140	.210	.58	.84	34.0	185.0	.82	29	155	152	53	29
GF		24	2	86	17	.372	1.16									
GF		Totals	21	86	47	9.272	12.15	8.73	21.8	115.3	5.45	190	1,006	1,011	353	187
DF		8	5	81	29	8.568	2.89	3.63	4.2	20.0	.43	15	73	81	28	13
DF		9	4	78	40	5.742	2.32	4.27	7.1	23.2	.86	30	99	160	56	18
DF		10	1	87	66	.981	.58	.98	13.0	70.0	.36	13	69	67	24	13
DF		11	1	71	38	.846	.58	.85	11.8	30.0	.28	10	25	53	18	5
DF		12	1	82	17	.775	.58									
DF		13	3	82	17	1.986	1.74									
DF		14	3	83	17	1.579	1.74									
DF		15	1	73	76	.484	.58	.97	17.7	55.0	.49	17	53	92	32	10
DF		16	3	82	17	1.286	1.74									
DF		17	3	81	40	1.146	1.74	.75	24.4	85.0	.52	18	64	97	34	12
DF		18	1	83	17	.317	.58									
DF		19	1	83	17	.291	.58									
DF		20	3	84	48	.820	1.74	.82	28.9	156.7	.68	24	129	125	44	24
DF		21	2	82	17	.486	1.16									
DF		22	2	82	17	.445	1.16									
DF		23	2	82	17	.403	1.16									
DF		25	2	77	69	.344	1.16	.52	43.7	190.0	.65	23	99	121	42	18
DF		27	1	83	17	.143	.58									
DF		29	2	82	17	.255	1.16									
DF		Totals	41	81	32	26.898	23.73	12.79	11.8	47.7	4.29	150	611	796	279	113
PP		20	1	86	17	.265	.58									
PP		21	1	93	91	.232	.58	.46	38.9	195.0	.43	18	90	80	33	17
PP		23	2	86	17	.405	1.16									
PP		24	1	92	108	.180	.58	.54	40.6	246.7	.53	22	133	98	41	25
PP		Totals	5	88	48	1.082	2.89	1.00	39.8	222.8	0.96	40	223	178	74	41
WH		19	1	90	92	.291	.58	.58	38.9	220.0	.72	23	128	134	42	24
WH		Totals	1	90	92	.291	.58	.58	38.9	220.0	0.72	23	128	134	42	24
DF	L	12	1	82	17	.701	.58									
DF	L	13	1	83	17	.658	.58									
DF	L	14	1	82	17	.557	.58									
DF	L	15	2	82	50	.944	1.16	.98	19.0	85.0	.53	19	83	98	35	15
DF	L	16	1	82	17	.409	.58									
DF	L	17	1	82	17	.350	.58									
DF	L	18	1	82	17	.343	.58									
DF	L	19	3	82	17	.898	1.74									
DF	L	20	2	83	17	.544	1.16									
DF	L	21	1	83	17	.252	.58									
DF	L	24	2	82	17	.381	1.16									

TC TSTNDSUM

Stand Table Summary

Project **DEERFSAL**

T29N R38E S22 T00U2

T29N R38E S22 T00U2

Twp	Rge	Sec	Tract	Type	Acres	Plots	Sample Trees
29N	**38E**	**22**	**DEER FIRE**	**00U2**	185.54	48	112

Date: **1/19/201(**

Time: **1:04:07PM**

Spc	S T	DBH	Sample Trees	FF 16'	Av Ht Tot	Trees/ Acre	BA/ Acre	Logs Acre	Average Log Net Cu.Ft.	Average Log Net Bd.Ft.	Tons/ Acre	Net Cu.Ft. Acre	Net Bd.Ft. Acre	Totals Tons	Totals Cunits	Totals MBF
DF	L	26	3	82	17	.477	1.74									
DF	L	27	1	82	17	.146	.58									
DF	L	30	1	82	17	.118	.58									
DF		Totals	21	82	22	6.780	12.15	.98	19.0	85.0	0.53	19	83	98	35	15
GF	L	27	1	85	17	.142	.58									
GF	L	28	1	85	17	.132	.58									
GF		Totals	2	85	17	.274	1.16									
PP	L	17	2	85	17	.717	1.16									
PP	L	18	3	85	17	.987	1.74									
PP	L	19	1	85	17	.310	.58									
PP	L	21	1	85	17	.252	.58									
PP	L	23	1	86	17	.208	.58									
PP	L	24	2	85	17	.384	1.16									
PP	L	25	2	85	17	.347	1.16									
PP	L	26	1	85	17	.157	.58									
PP	L	27	1	85	17	.151	.58									
PP	L	28	1	85	17	.135	.58									
PP		Totals	15	85	17	3.649	8.68									
RC	L	28	1	72	17	.134	.58									
RC		Totals	1	72	17	.134	.58									
WL	L	16	2	86	17	.840	1.16									
WL	L	17	2	86	17	.743	1.16									
WL	L	21	1	86	17	.250	.58									
WL		Totals	5	86	17	1.833	2.89									
Totals			112	82	32	50.213	64.82	24.08	17.5	85.2	11.95	422	2,052	2,217	782	381

Take trees per acre - 37.543
Leave trees per acre - 12.67

TC TSTNDSUM

Stand Table Summary

Project **DEERFSAL**

T29N R38E S10 T00U3 **T29N R38E S10 T00U3**

Twp	Rge	Sec	Tract	Type	Acres	Plots	Sample Trees
29N	38E	10	DEER FIRE	00U3	246.20	58	104

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Time: 1:04:07PM

Spc	S T	DBH	Sample Trees	FF 16'	Av Ht Tot	Trees/ Acre	BA/ Acre	Logs Acre	Average Log Net Cu.Ft.	Average Log Net Bd.Ft.	Tons/ Acre	Net Cu.Ft. Acre	Net Bd.Ft. Acre	Totals Tons	Totals Cunits	Totals MBF
DF		8	2	82	17	3.279	1.16									
DF		9	3	83	17	4.378	1.74									
DF		10	2	76	36	2.024	1.16	1.04	11.9	30.0	.35	12	31	87	31	8
DF		11	2	83	17	1.694	1.16									
DF		12	1	82	17	.702	.58									
DF		13	5	82	30	3.226	2.90	1.36	13.1	60.0	.51	18	82	125	44	20
DF		14	3	78	60	1.676	1.74	2.30	14.5	55.0	.95	33	126	234	82	31
DF		15	2	82	17	.932	1.16									
DF		16	4	81	60	1.694	2.32	2.51	20.2	81.6	1.45	51	205	356	125	51
DF		17	1	83	17	.355	.58									
DF		18	1	83	17	.347	.58									
DF		19	2	83	17	.586	1.16									
DF		21	2	80	54	.506	1.16	.51	38.7	145.0	.56	20	73	137	48	18
DF		Totals	30	81	28	21.398	17.38	7.72	17.4	67.1	3.82	134	518	940	330	127
DF	L	13	3	82	44	1.927	1.74	1.87	14.8	59.8	.79	28	112	195	68	27
DF	L	14	1	84	67	.534	.58	1.07	14.7	65.0	.45	16	69	110	39	17
DF	L	15	1	83	17	.472	.58									
DF	L	16	3	81	45	1.235	1.74	.81	23.1	90.0	.53	19	73	131	46	18
DF	L	17	1	82	17	.368	.58									
DF	L	18	2	84	40	.653	1.16	.63	25.3	95.0	.45	16	60	112	39	15
DF	L	22	1	82	17	.228	.58									
DF	L	24	2	83	17	.371	1.16									
DF	L	25	2	82	17	.340	1.16									
DF	L	26	3	82	17	.480	1.74									
DF	L	28	1	83	17	.136	.58									
DF	L	32	1	83	17	.104	.58									
DF		Totals	21	82	36	6.848	12.17	4.37	17.8	71.7	2.22	78	314	547	192	77
GF		7	1	86	17	2.108	.58									
GF		8	1	75	29	1.889	.58	1.89	3.9	20.0	.21	7	38	52	18	9
GF		10	1	86	17	1.042	.58									
GF		12	2	85	45	1.514	1.16	1.55	11.0	55.0	.49	17	85	121	42	21
GF		13	1	76	64	.619	.58	1.24	12.1	40.0	.43	15	50	106	37	12
GF		14	1	89	76	.512	.58	1.02	17.3	70.0	.51	18	72	125	44	18
GF		15	1	85	17	.472	.58									
GF		22	1	78	90	.214	.58	.43	45.0	145.0	.55	19	62	136	47	15
GF		30	1	85	17	.116	.58									
GF		Totals	10	83	34	8.485	5.79	6.13	12.5	50.0	2.19	76	306	539	188	75
WL		10	3	90	85	3.231	1.74	6.46	7.8	40.0	1.21	51	258	299	124	64
WL		11	1	86	17	.964	.58									
WL		Totals	4	89	69	4.194	2.32	6.46	7.8	40.0	1.21	51	258	299	124	64
WL	L	12	1	84	78	.738	.58	1.48	11.5	40.0	.41	17	59	101	42	15
WL	L	14	1	87	17	.558	.58									
WL	L	15	2	86	17	.938	1.16									
WL	L	16	3	86	17	1.299	1.74									
WL	L	17	2	87	17	.744	1.16									
WL	L	20	1	87	17	.279	.58									
WL	L	21	1	86	17	.241	.58									
WL		Totals	11	86	26	4.798	6.37	1.48	11.5	40.0	0.41	17	59	101	42	15

TC TSTNDSUM

Stand Table Summary

Project **DEERFSAL**

T29N R38E S10 T00U3

T29N R38E S10 T00U3

Twp	Rge	Sec	Tract	Type	Acres	Plots	Sample Trees
29N	**38E**	**10**	**DEER FIRE**	**00U3**	246.20	58	104

Date: **1/19/201(**

Time: **1:04:07PM**

Spc	S T	DBH	Sample Trees	FF 16'	Av Ht Tot	Trees/ Acre	BA/ Acre	Logs Acre	Average Log Net Cu.Ft.	Average Log Net Bd.Ft.	Net Tons/ Acre	Net Cu.Ft. Acre	Net Bd.Ft. Acre	Totals Tons	Totals Cunits	Totals MBF
PP		12	1	85	17	.738	.58									
PP		13	1	80	62	.680	.58	.68	16.8	70.0	.27	11	48	68	28	12
PP		18	2	86	17	.690	1.16									
PP		24	1	85	17	.183	.58									
PP		29	1	85	17	.124	.58									
PP		33	1	85	17	.095	.58									
PP		Totals	7	84	29	2.510	4.06	.68	16.8	70.0	0.27	11	48	68	28	12
GF	L	13	1	85	17	.680	.58									
GF	L	18	1	86	17	.314	.58									
GF		Totals	2	85	17	.994	1.16									
PP	L	13	1	85	17	.592	.58									
PP	L	14	1	86	17	.574	.58									
PP	L	15	1	86	17	.485	.58									
PP	L	16	1	86	17	.410	.58									
PP	L	23	1	85	17	.210	.58									
PP	L	24	1	85	17	.183	.58									
PP	L	25	2	86	17	.350	1.16									
PP	L	27	1	85	17	.150	.58									
PP	L	28	1	86	17	.132	.58									
PP	L	29	1	86	17	.126	.58									
PP	L	30	2	85	17	.235	1.16									
PP	L	31	1	86	17	.111	.58									
PP	L	34	1	85	17	.090	.58									
PP	L	35	1	86	17	.087	.58									
PP	L	36	1	86	17	.081	.58									
PP		Totals	17	86	17	3.815	9.85									
RC	L	36	2	73	17	.163	1.16									
RC		Totals	2	73	17	.163	1.16									
Totals			104	83	32	53.204	60.27	26.84	13.7	56.0	10.13	367	1,503	2,493	905	370

Take trees per acre - 36.586
Leave trees per acre - 16.618

TC TSTNDSUM

Stand Table Summary

Project DEERFSAL

T29N R38E S07 T00U4 **T29N R38E S07 T00U4**

Twp	Rge	Sec	Tract	Type	Acres	Plots	Sample Trees
29N	38E	07	DEER FIRE	00U4	119.68	26	39

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Spc	S T	DBH	Sample Trees	FF 16'	Av Ht Tot	Trees/ Acre	BA/ Acre	Logs Acre	Average Log Net Cu.Ft.	Average Log Net Bd.Ft.	Net Tons/ Acre	Net Cu.Ft. Acre	Net Bd.Ft. Acre	Totals Tons	Totals Cunits	Totals MBF
GF		11	1	86	80	8.814	5.82	17.63	11.0	60.0	5.55	194	1,058	664	232	127
GF		19	1	81	50	3.116	5.82	3.12	40.2	120.0	3.59	125	374	430	150	45
GF		20	2	86	45	5.177	11.63	5.13	34.9	125.0	5.12	179	641	613	214	77
GF		22	1	81	121	2.184	5.82	6.55	37.9	166.7	7.11	248	1,092	851	297	131
GF		23	1	86	17	2.107	5.82									
GF		30	2	87	117	2.411	11.63	7.23	72.8	349.0	15.08	526	2,524	1,805	630	302
GF		Totals	8	85	70	23.808	46.54	39.65	32.1	143.4	36.45	1,272	5,688	4,363	1,523	681
DF		9	1	68	30	6.340	2.80	6.34	5.0	20.0	.94	32	127	113	38	15
DF		11	2	82	36	8.805	5.60	4.40	13.7	50.0	1.72	60	220	206	72	26
DF		13	2	83	40	5.942	5.60	5.81	11.9	50.0	1.96	69	290	235	82	35
DF		14	2	68	45	5.393	5.60	5.39	22.9	35.0	3.52	123	189	421	148	23
DF		15	1	82	17	2.376	2.80									
DF		16	1	80	90	2.006	2.80	4.01	22.9	95.0	2.62	92	381	313	110	46
DF		17	1	81	72	1.696	2.80	3.39	24.2	85.0	2.34	82	288	280	98	35
DF		18	2	81	83	3.102	5.60	6.20	29.1	132.3	5.14	180	821	616	216	98
DF		Totals	12	77	44	35.660	33.61	35.55	18.0	65.2	18.24	639	2,316	2,183	765	277
WL		10	1	81	58	3.987	2.26	3.99	11.9	50.0	1.14	47	199	136	57	24
WL		11	1	82	88	3.428	2.26	6.86	9.4	40.0	1.55	65	274	186	77	33
WL		13	1	87	66	2.655	2.26	5.31	10.8	40.0	1.37	57	212	164	68	25
WL		18	1	86	17	1.252	2.26									
WL		Totals	4	83	64	11.321	9.05	16.15	10.5	42.5	4.06	169	686	486	203	82
ES		18	1	75	79	.723	1.29	1.45	29.1	110.0	1.09	42	159	131	50	19
ES		20	1	81	103	.570	1.29	1.71	30.7	143.3	1.36	52	245	163	63	29
ES		Totals	2	78	90	1.293	2.59	3.16	29.9	128.0	2.46	94	404	294	113	48
DF	L	14	1	83	17	1.539	1.65									
DF	L	15	1	82	17	1.341	1.65									
DF	L	19	1	81	89	.872	1.65	1.74	30.5	140.0	1.51	53	244	181	64	29
DF	L	20	2	83	17	1.508	3.29									
DF	L	21	2	82	17	1.368	3.29									
DF	L	26	2	82	17	.892	3.29									
DF	L	28	1	82	17	.379	1.65									
DF	L	30	1	82	17	.335	1.65									
DF		Totals	11	82	25	8.235	18.10	1.74	30.5	140.0	1.51	53	244	181	64	29
GF	L	30	1	86	17	.263	1.29									
GF		Totals	1	86	17	.263	1.29									
PP	L	26	1	86	17	.351	1.29									
PP		Totals	1	86	17	.351	1.29									
Totals			39	81	53	80.931	112.46	96.25	23.1	97.0	62.73	2228	9,339	7,507	2,666	1,118

Take trees per acre - 72.082
Leave trees per acre - 8.849

TC TSTNDSUM

Stand Table Summary

Project **DEERFSAL**

T29N R38E S16 T00U5

Twp	Rge	Sec	Tract	Type	Acres	Plots	Sample Trees
29N	38E	16	DEER FIRE	00U5	174.42	39	86

T29N R38E S16 T00U5

Date: 1/19/201(

Time: 1:04:07PM

Spc	S T	DBH	Sample Trees	FF 16'	Av Ht Tot	Trees/ Acre	BA/ Acre	Logs Acre	Average Log Net Cu.Ft.	Average Log Net Bd.Ft.	Net Tons/ Acre	Net Cu.Ft. Acre	Net Bd.Ft. Acre	Totals Tons	Totals Cunits	Totals MBF
DF		9	6	81	33	12.499	5.17	6.27	8.1	39.8	1.44	51	250	252	88	44
DF		10	3	78	40	4.761	2.59	3.01	12.7	50.0	1.09	38	150	191	67	26
DF		11	2	78	35	2.644	1.72	1.41	11.9	30.0	.48	17	42	83	29	7
DF		12	1	74	57	1.135	.86	1.13	15.7	50.0	.51	18	57	89	31	10
DF		13	2	80	40	1.976	1.72	1.93	10.9	40.0	.60	21	77	105	37	13
DF		15	2	83	17	1.395	1.72									
DF		18	2	83	17	.971	1.72									
DF		21	1	82	63	.348	.86	.70	33.8	130.0	.67	24	91	117	41	16
DF		24	1	83	17	.279	.86									
DF		27	1	73	70	.222	.86	.44	55.8	175.0	.70	25	78	123	43	14
DF		31	1	76	99	.161	.86	.48	63.3	306.7	.87	31	148	152	53	26
DF		Totals	22	80	35	26.390	18.96	15.38	14.5	58.1	6.37	224	893	1,111	390	156
GF		7	1	85	17	2.965	.86									
GF		8	1	86	17	2.350	.86									
GF		9	2	86	38	4.227	1.72	2.04	10.2	30.0	.60	21	61	104	36	11
GF		10	3	86	37	4.530	2.59	2.92	9.4	45.0	.79	28	131	138	48	23
GF		12	3	81	45	3.320	2.59	3.25	13.3	50.0	1.24	43	163	216	75	28
GF		13	1	85	17	.964	.86									
GF		14	3	86	36	2.419	2.59	1.64	17.0	85.0	.80	28	139	139	49	24
GF		16	2	86	17	1.234	1.72									
GF		21	1	86	17	.348	.86									
GF		22	1	85	78	.326	.86	.65	42.3	205.0	.79	28	134	138	48	23
GF		24	1	90	103	.270	.86	.81	46.2	186.7	1.07	37	151	187	65	26
GF		40	1	85	17	.097	.86									
GF		Totals	20	85	33	23.051	17.24	11.31	16.3	68.9	5.28	184	779	922	322	136
DF	L	13	1	83	17	.921	.86									
DF	L	14	2	82	17	1.673	1.72									
DF	L	15	4	83	17	2.850	3.45									
DF	L	16	1	82	17	.641	.86									
DF	L	17	1	83	17	.547	.86									
DF	L	18	2	82	17	1.004	1.72									
DF	L	19	1	83	17	.420	.86									
DF	L	20	4	82	17	1.580	3.45									
DF	L	22	2	82	17	.656	1.72									
DF	L	23	1	82	17	.312	.86									
DF	L	24	1	82	17	.281	.86									
DF	L	25	2	82	17	.516	1.72									
DF	L	27	1	82	17	.217	.86									
DF	L	28	1	83	17	.206	.86									
DF	L	29	1	82	17	.188	.86									
DF	L	31	1	83	17	.161	.86									
DF	L	34	1	83	17	.137	.86									
DF		Totals	27	82	17	12.309	23.27									
GF	L	14	1	86	17	.867	.86									
GF	L	27	2	85	17	.442	1.72									
GF	L	28	2	85	17	.403	1.72									
GF	L	29	1	86	17	.188	.86									
GF	L	35	1	86	17	.127	.86									
GF		Totals	7	86	17	2.027	6.03									

TC TSTNDSUM

Stand Table Summary

Project **DEERFSAL**

T29N R38E S16 T00U5

T29N R38E S16 T00U5

Twp	Rge	Sec	Tract	Type	Acres	Plots	Sample Trees
29N	**38E**	**16**	**DEER FIRE**	**00U5**	174.42	39	86

Date: **1/19/201(**

Time: **1:04:07PM**

Spc	ST	DBH	Sample Trees	FF 16'	Av Ht Tot	Trees/ Acre	BA/ Acre	Logs Acre	Average Log Net Cu.Ft.	Average Log Net Bd.Ft.	Tons/ Acre	Net Cu.Ft. Acre	Net Bd.Ft. Acre	Totals Tons	Totals Cunits	Totals MBF
PP	L	10	1	86	17	1.461	.86									
PP	L	17	1	86	17	.534	.86									
PP	L	21	2	86	17	.727	1.72									
PP	L	30	1	86	17	.176	.86									
PP		Totals	5	86	17	2.898	4.31									
WL	L	15	1	86	17	.693	.86									
WL	L	18	1	87	17	.488	.86									
WL	L	19	1	87	17	.462	.86									
WL	L	22	1	87	17	.324	.86									
WL	L	24	1	86	17	.274	.86									
WL		Totals	5	87	17	2.240	4.31									
Totals			86	83	29	68.915	74.11	26.69	15.3	62.6	11.65	408	1,672	2,033	712	292

Take trees per acre - 49.441
Leave trees per acre - 19.474

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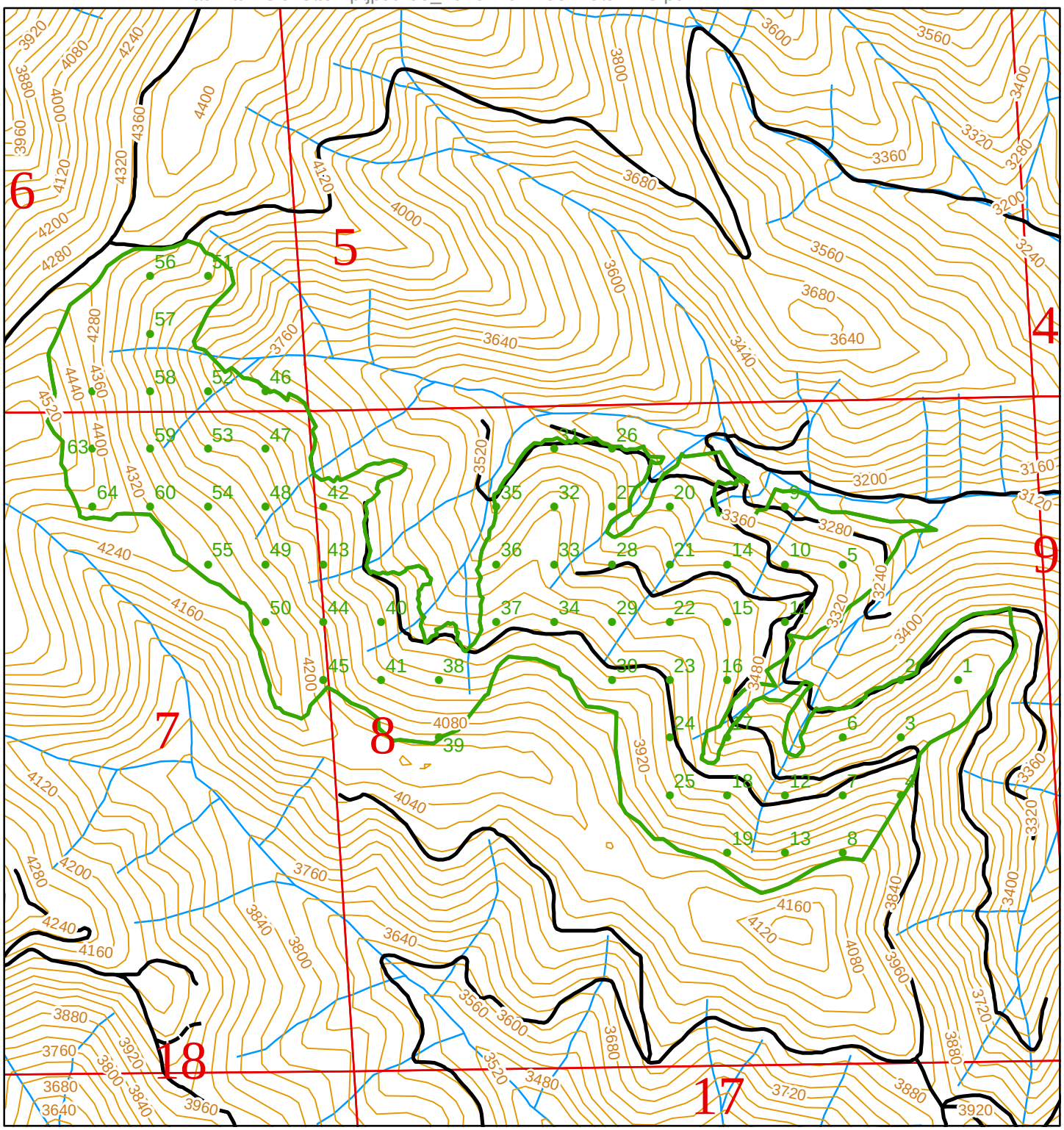


FMU POLYGON AND SAMPLE POINT INFORMATION

FMU_NM:	DEER FSALV U1	Township:	T29R38E
FMU_ID:	94115	DNR Region:	NORTHEAST
Acres:	315	Total Sample Points:	64
County:	STEVENS	Spacing Between Points:	Width: 450 Height: 450
		Point Rotation Degrees:	0

N

0 385 770 1,540 2,310 3,080 Feet

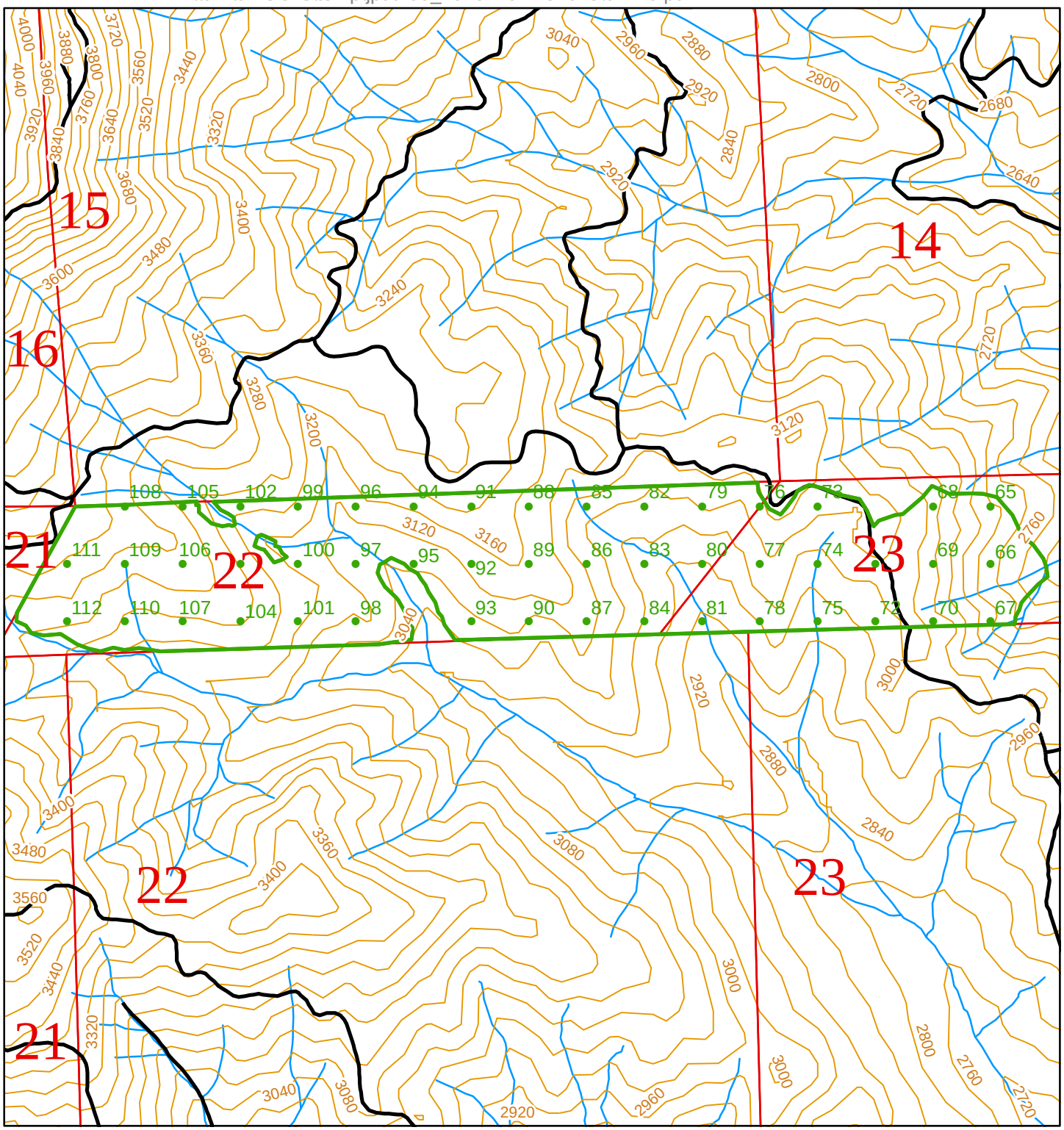
Scale 1:13,200

Legend

- Sample Points
- FMU polys
- Public Land Survey Sections
- Contours 40-foot

Washington State Department of Natural Resources
Peter Goldmark, Commissioner of Public Lands

Dec 07, 2015 03:34 PM



FMU POLYGON AND SAMPLE POINT INFORMATION

FMU_NM:	DEER FSALV U2	Township:	T29R38E
FMU_ID:	94116	DNR Region:	NORTHEAST
Acres:	189	Total Sample Points:	48
County:	STEVENS	Spacing Between Points:	Width: 450 Height: 450
		Point Rotation Degrees:	0

N

0 385 770 1,540 2,310 3,080 Feet

Scale 1:13,200

Legend
- Sample Points
- FMU polys
- Public Land Survey Sections
- Contours 40-foot

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Dec 07, 2015 03:41 PM

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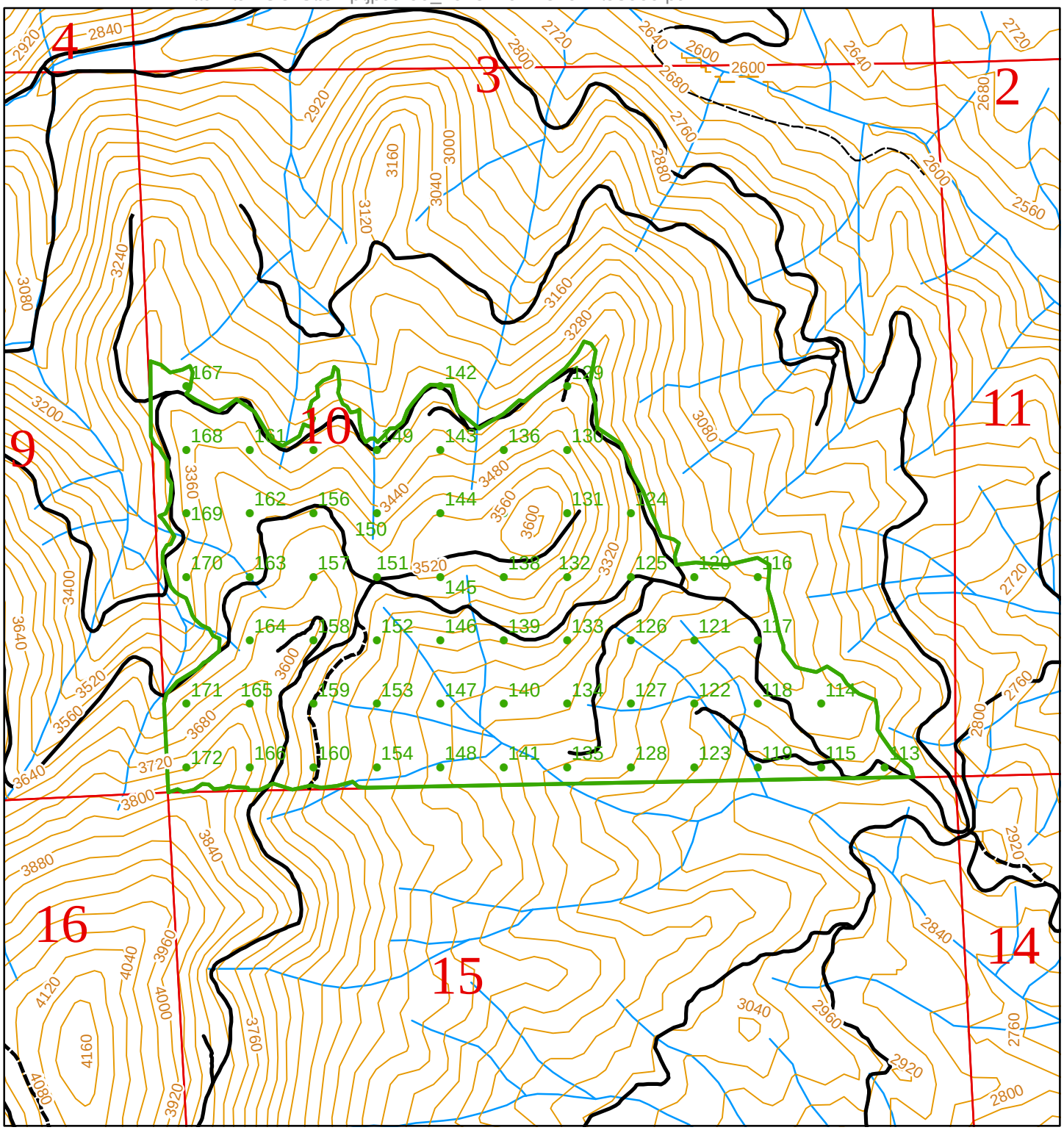

FMU POLYGON AND SAMPLE POINT INFORMATION

FMU_NM:	DEER FSALV U3	Township:	T29R38E
FMU_ID:	93666	DNR Region:	NORTHEAST
Acres:	253	Total Sample Points:	60
County:	STEVENS	Spacing Between Points:	Width: 450 Height: 450
		Point Rotation Degrees:	0

N

0 350 700 1,400 2,100 2,800 Feet

Scale 1:12,000

Legend
- Sample Points
- FMU polys
- Public Land Survey Sections
- Contours 40-foot

Washington State Department of Natural Resources
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Dec 07, 2015 03:51 PM

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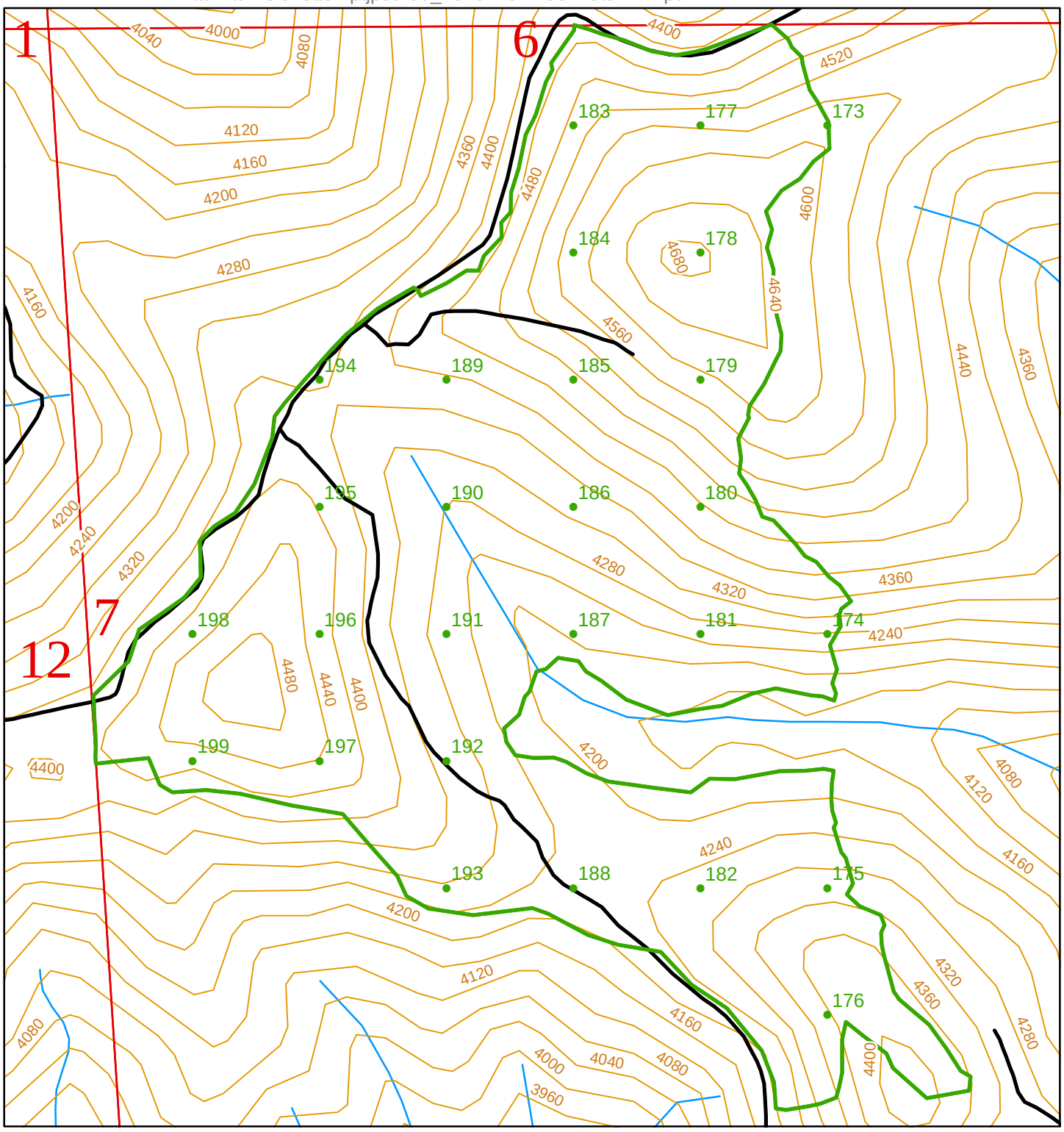

FMU POLYGON AND SAMPLE POINT INFORMATION

FMU_NM:	DEER FSALV U4	Township:	T29R38E
FMU_ID:	94117	DNR Region:	NORTHEAST
Acres:	123	Total Sample Points:	27
County:	STEVENS	Spacing Between Points:	Width: 450 Height: 450
		Point Rotation Degrees:	0

N

0 175 350 700 1,050 1,400 Feet

Scale 1:6,000

Legend

- Sample Points
- FMU polys
- Public Land Survey Sections
- Contours 40-foot

Washington State Department of Natural Resources
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Dec 07, 2015 04:03 PM

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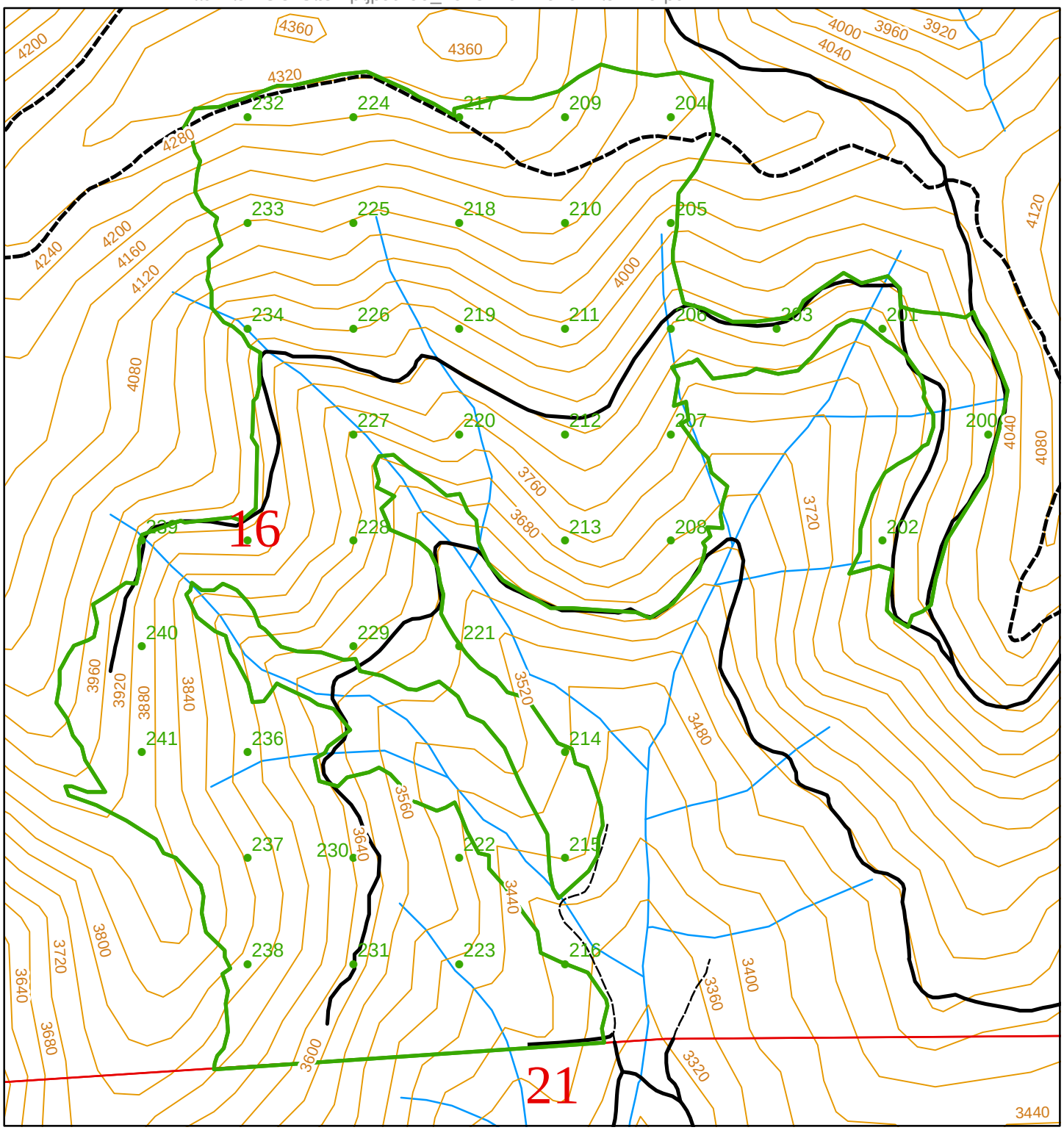

FMU POLYGON AND SAMPLE POINT INFORMATION

FMU_NM:	DEER FSALV U5	Township:	T29R38E
FMU_ID:	94119	DNR Region:	NORTHEAST
Acres:	178	Total Sample Points:	42
County:	STEVENS	Spacing Between Points:	Width: 450 Height: 450
		Point Rotation Degrees:	0

N

0 210 420 840 1,260 1,680 Feet

Scale 1:7,200

Legend

- Sample Points
- FMU polys
- Public Land Survey Sections
- Contours 40-foot

Washington State Department of Natural Resources
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Dec 07, 2015 04:12 PM

WASHINGTON STATE DEPARTMENT OF
Natural Resources
Peter Goldmark - Commissioner of Public Lands

Forest Practices Application/Notification
Notice of Decision

FPA/N No: 3020677
Effective Date: 01/12/16
Expiration Date: 01/12/19
Shut Down Zone: 687
EARR Tax Credit: [x] Eligible [ ] Non-eligible
Reference: DNR
Deer Fire Salvage

Decision

[ ] Notification Operations shall not begin before the effective date.

[x] Approved This Forest Practices Application is subject to the conditions listed below.

[ ] Disapproved This Forest Practices Application is disapproved for the reasons listed below.

[ ] Closed Applicant has withdrawn FPA/N.

FPA/N Classification

[ ] Class II [x] Class III [ ] Class IVG [ ] Class IVS

Number of Years Granted on Multi-Year Request

[ ] 4 years [ ] 5 years

Conditions on Approval / Reasons for Disapproval

Conditions:

1. Streams and wetlands may have been identified within this harvest area. If changes occur to streams or wetlands during the time of this activity, notify the forest practice forester immediately for correct protection measures.

2. When harvesting on slopes that have the potential to deliver sediment to a public resource, use best management practices to minimize the potential. This could include: progressive water barring of skid trails, slash placement or grass seeding. Leaving small trees or logs on the ground that are perpendicular to the slope can also be helpful in minimizing erosion or delivering sediment to a public resource.

Reminders:

1. For each acre harvested, two green recruitment trees (grt), two wildlife reserve trees (wrt) and two down logs are required to be left, see WAC 222-30-020(12)(b).

2. For each acre harvested, reforestation is required, see WAC 222-34-020.

Issued By: Bernie Jones **Region:** Northeast

Title: Forest Practices Forester **Date:** 01/12/16

Copies to: **[ ] Landowner, Timber Owner and Operator.**

Issued in person: **[X] Landowner [X] Timber Owner [X] Operator By:** JS