



WASHINGTON STATE DEPARTMENT OF  
**NATURAL RESOURCES**

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

**REQUEST FOR QUOTE**  
**RFQ NO. 30-0104814**

PROJECT TITLE: PISTOL PETE SORTS

QUOTE DUE DATE: June 28, 2024 4:30 PM

EXPECTED TIME PERIOD FOR CONTRACT: September 3, 2024 to May 30, 2025

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

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## **SECTION 1      INTRODUCTION**

### **1.01    Project Summary**

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

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

### **1.02    Purpose and Background**

This Request for Quotes seeks responses from harvesters, logging firms, operators of logging equipment or any firms, businesses or individuals who have been pre-qualified for DNR's harvester bidding pool and are interested in contract harvesting approximately 3649 MBF of timber in 15 unit(s) for the Department of Natural Resources in the Olympic Region Office.

### **1.03    Minimum Qualifications**

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

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

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

### **1.04    Contract Term**

The period of performance of the Harvesting Service Contract resulting from this Request for Quotes (RFQ) and subsequent bidding process is tentatively scheduled for September 3, 2024 to May 30, 2025. Any amendments extending the period of performance shall be at DNR's sole discretion.

### **1.05    Payment for Work**

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

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

- The Contractor’s On Board Truck (OBT) bid rate per mbf for logs harvested and delivered for sort(s) 01, 02, 03, 04, 05, 06, 07, 08, 11 and 12.
- And an OBT of \$12.00 rate per ton for logs harvested and delivered for sort(s) 09 and 10.
- Utility volume scaled in mbf sorts will be determined on an adjusted gross scale basis and paid for at an OBT rate of \$12.00 per mbf.
- Payments to the Contractor for hauling services shall be based upon the tons delivered multiplied by: a base rate, ‘A’ and ‘C mile rates’, a fuel index factor and the Contractor’s hauling bid factor using the following formula:

$$\begin{aligned} &\text{Hauling Services Payment Rate per Ton} \\ &= (\text{Base Rate} + \text{Mileage Rate}) \times (\text{Contractor's hauling bid factor}) \end{aligned}$$

$$\text{Base Rate} = \$2.35$$

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

$$\text{Mileage Rate} = ((\$0.16 \times \text{C miles}) + (\$0.11 \times \text{A miles})) \times (\text{Fuel Index Factor})$$

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

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

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

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

The fuel index factor will be calculated each;

January and apply to loads delivered between January 1 and March 31,

April and apply to loads delivered between April 1 and June 30,

July and apply to loads delivered between July 1 and September 30,

October and apply to loads delivered between October 1 and December 31.

*Hauling Rate Example:*

**Base Rate = \$2.35**

*C miles = 10*

*A miles = 100*

*Fuel Index Factor = 1.000*

**Mileage Rate =  $((\$0.16 \times 10) + (\$0.11 \times 100)) \times (1.000) = \$12.60$**

**Contractor's hauling bid factor = 1.100**

*Hauling Services Payment Rate per Ton*

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

*=  $(\$2.35 + \$12.60) \times 1.100$*

*= \$16.45*

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

- Travel distances to each log sort destination will be determined by the State and will represent the one-way travel distance from the sale area to the purchaser's delivery point.
  - Long-haul surcharge: An additional haul payment of \$25/mbf net scale for mbf scale sorts or \$4.60/ton for tonnage sorts will be added for delivery destinations in excess of 250 total one-way miles (A miles plus C miles).
- With prior approval by the State and toll/ferry receipt provided, reimbursement of toll/ferry costs incurred for transporting logs.
- Payment amounts for fixed-rate road construction elements are based upon the rates established by the State and listed in the Harvesting Services Contract. When applicable, payment amounts for biddable road construction elements will be in accordance with the rates listed in Contractor's road cost proposal provided as an attachment to the official bid form.

## **1.06 RFQ Definitions**

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

**Contractor** - Individual or company selected to harvest and haul logs for the State. Contractor may also be required to perform roadwork or other services as required in the Harvesting Services Contract and Road Plan.

**DNR** - The State of Washington, Department of Natural Resources.

**Eligible Bidder** - Candidate Harvester who's Statement of Qualifications has scored a pre-determined minimum point total (as determined by the DNR). Only eligible bidders are requested to submit a bid for the work outlined in the Harvesting Services Contract.

**Harvesting Services Contract** - the agreement between the State and a Contractor that defines the work to be done by the Contractor. The Contractor and the State sign this contract after the timber sale auction where the Purchaser's of the log sorts has been determined.

**Purchaser** - Person or Company that has purchased logs to be delivered by the Contractor of a Contract Harvesting Sale. A Contract Harvesting sale usually has numerous Purchasers.

**Quote** – Official bid form submitted by Eligible Bidders. A complete Quote consists of the bid rate for delivered logs, the bid rates for hauling services, and a completed 'Statement of Available Resources and Work Plan'.

**Request for Quotes (RFQ)** - A formal procurement process used to solicit bids from pre-qualified firms for the right to perform the work defined in the RFQ.

**Request for Statement of Qualifications (RFSOQ)** - A formal procurement process used to pre-qualify firms for inclusion in the DNR's Contract Harvesting Services Eligible Bidder Pool.

**Request for Quotes Coordinator** - DNR employee who oversees the Contractor Selection Process and serves as the main point of contact between the DNR and Candidate Harvesters. The Coordinator may delegate some of the duties, but is responsible for ensuring the process is properly followed and documented.

**Statement of Qualifications (SOQ)** – Document to be filled out by Candidate Harvesters and submitted to the DNR. Lists the Candidate Harvesters experience, qualifications, background information and references. Used by an evaluation team to determine which Candidate Harvesters are qualified to bid for the right to perform the harvesting project.

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

## SECTION 2 GENERAL INFORMATION FOR HARVESTERS

### 2.01 RFQ Coordinator

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

RFQ Coordinator	<a href="#">Kathy Potter</a>
Address	<a href="#">411 Tillicum Lane</a>
City, State, Zip Code	<a href="#">Forks, WA 98831</a>
Phone Number	<a href="#">(360)640-9004</a>
E-Mail Address	<a href="mailto:kathy.potter@dnr.wa.gov">kathy.potter@dnr.wa.gov</a>

### 2.02 Estimated Project Schedule

As defined in the Project Schedule (**See Exhibit A**)

The DNR reserves the right to revise this schedule.

### 2.04 Submitting a Quote

Candidate Harvesters must submit ONE copy of the official Harvesting Services Contract Sealed Bid Form including a ‘Statement of Available Resources and Work Plan’ with original signatures. The Quote, whether mailed, hand delivered, or faxed must arrive at the DNR no later than 4:30 PM, local time, on June 28, 2024.

The Quote is to be sent to the RFQ Coordinator at the address listed in Item 2.01 above. The envelope should be clearly marked “Attention RFQ Coordinator, Contract Harvesting Services Quote Enclosed, Do Not Open Until June 28, 2024.”

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

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

### 2.05 Proprietary Information/Public Disclosure.

Proposals are considered public records as defined in chapter 42.56 RCW. In the event a firm desires to claim portions of its proposal proprietary and exempt from public disclosure, it must clearly identify those portions. Each page of the proposal claimed to be exempt must be clearly identified as “proprietary information.” If a public records request is made for the information that the consultant has marked as “proprietary information,” the firm may seek to obtain a court order

from a court of competent jurisdiction enjoining disclosure pursuant to chapter 42.56 RCW, or other state or federal law that provides for nondisclosure. The successful contractor’s proposal generally becomes part of the contract that is subject to public disclosure.

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

**2.06 Contract Harvesting Services Quote Format**

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

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

**2.07 Revisions to the RFQ**

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

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

**2.08 Most Favorable Terms**

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

**2.09 Costs to Propose**

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



## SECTION 3 PROJECT SCOPE OF WORK

### 3.01 Project Scope of Work.

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

### 3.02 SPECIAL REQUIREMENTS

1. There are locked gates on the PA-F-3100, PA-F-3200 and the Transfer Station Road - contact the Olympic Region Dispatch Center at (360)-374-2811 to obtain a AA-1 key.
2. Falling and yarding will not be permitted from 8:00pm to 6:00am, weekends or State Recognized holidays.
3. Forest products harvested under this contract shall be harvested and removed using ground based equipment as shown on the Logging Plan Map with the following exceptions: rubber tired skidders are restricted October 1st through April 7th. Authority to use other equipment or to operated outside the equipment specifications detailed above must be approved in writing by the State.
4. Slash generated during felling and yarding within 100 feet of county roads and 200 feet of structures must be pulled back to reduce the residual volume to less than 9 tons per acre of material 3 inches and less in diameter in accordance with WAC 332-24-650, extreme fire hazard requiring abatement, and approved by the Contract Administrator.

Orange painted double-ringed trees in Units 7 and 13 are to be felled and left as down woody debris. Double-ringed trees in Unit 7 shall be felled toward the stream.

All trees marked with a red painted band in Unit 7 shall be felled and harvested.

5. Road building operations on the PA-F-3080, PA-F-3081 and the 2+05 Spur must be completed between the dates of 9/03/2024 and 9/30/2024

Units 5, 6, 7, 8 and 10 must be harvested before any subsequent timber on the sale area.

Geotextile and geogrid subgrade reinforcement are required on parts of the PA-F-3080 and PA-F-3081 roads. See Pistol Pete Road Plan item 4-70 for more information.

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

## SECTION 4 QUOTE EVALUATION

### 4.01 Evaluation Team.

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

### 4.02 Administrative Requirements.

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

### 4.03 Responsibleness.

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

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

### 4.04 Information Used for Evaluation.

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

### 4.05 Signatures

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

#### **4.06 Failure to Comply**

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

#### **4.07 Rejecting Quotes**

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

#### **4.08 Lowest Responsible Bidder**

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

- a. the ability, capacity, and skill of the bidder to perform the contract;
- b. the character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- c. whether the bidder can perform the contract within the time specified;
- d. the quality of performance of previous contracts; and
- e. the previous and existing compliance by the bidder with laws relating to the contract or services. The DNR's determination that a bidder is not qualified shall result in rejection of the bid submitted.

#### **4.09 Challenges to the Apparent Successful Bidder**

- a. An unsuccessful bidder may appeal the bid award if they believe the process used to award the contract was not conducted properly. Please include the reasons why you believe the contract should not be awarded to the successful bidder.
- b. The DNR Region Manager must receive the appeal; in writing no later than 5 days from the date the letter was sent by fax or mail to the bidder notifying them that they were unsuccessful.

The Region Manager shall issue a written decision within 10 days of receipt of the appeal and cite the reasons for approving or disapproving the appeal.

- c. If the appellate is not satisfied with the decision of the Region Manager, the appellant may further appeal to the Deputy Supervisor-Uplands within 5 calendar days from the issuance of the Region Manager's written decision. The Deputy Supervisor-Uplands shall consider all information provided and issue a final decision in writing, citing reasons to approve or disapprove the appellant's appeal.

## **SECTION 5      RFQ EXHIBITS**

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



**TIMBER NOTICE OF SALE**

**SALE NAME: PISTOL PETE SORTS**

**AGREEMENT NO: 30-106408 - 30-106419**

**AUCTION: July 24, 2024 starting at 10:00 a.m.**

**COUNTY: Clallam**

Olympic Region Office, Forks, WA

**SALE LOCATION:** Sale located approximately 8 miles southeast of Port Angeles, WA

**PRODUCTS SOLD  
AND SALE AREA:**

Contractor shall harvest and deliver, all timber except trees painted with blue paint or bounded out by yellow "Leave Tree Area" tags, bounded by the following: Timber Sale Boundary tags and timber type change in Units 1; Timber Sale Boundary tags and red painted take trees in Unit 2; Timber Sale Boundary tags, timber type change and the PA-F-3100 road in Unit 3; Timber Sale Boundary tags, timber type change and the PA-F-3210 road in Unit 4; Timber Sale Boundary tags, red painted take trees, and a flag line in Unit 5; Timber Sale Boundary tags, Special Management Area Boundary tags and timber type change in Unit 6; Timber Sale Boundary tags, red painted take trees and timber type change in Unit 8; Timber Sale Boundary tags, and Transfer Station Road\_213 in Unit 9; Timber Sale Boundary tags, timber type change, Transfer Station road and Blue Mountain road in Unit 11; Timber Sale Boundary tags, red painted take trees, timber type change and Blue Mountain road in Unit 12.

All timber marked with red paint, bounded by the following: Timber Sale Boundary Tags, Special Management Unit Boundary tags, and a timber type change in Unit 7.

All timber bounded by Right-of-Way Boundary tags on the PA-F-3120, PA-F-3125.1 and Blue Emery Spur 1 roads meeting the specifications described below; on parts of Section 1 in Township 29 North, Range 5 West, Section 31 in Township 30 North, Range 4 West, Sections 23, 24, and 36 all in Township 30 North, Range 5 West W.M., containing 150 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		
106408	01	DF High Quality B Sort 12" to 19" dib	28	643	3086	4.8	\$700.00		\$450,100.00	\$45,010.00
106409	02	DF Sawlog 5" to 11" dib	28	1396	10051	7.2	\$550.00		\$767,800.00	\$76,780.00
106410	03	DF Sawlog 12" to 19" dib	28	349	1954	5.6	\$575.00		\$200,675.00	\$20,067.50
106411	04	DF Sawlog 20" + dib	26	72	353	4.9	\$550.00		\$39,600.00	\$5,000.00



**TIMBER NOTICE OF SALE**

106412	05	RC Camprun 5" + dib	26	148	903	6.1	\$1,350.00		\$199,800.00	\$19,980.00
106413	06	Whitewood Sawlog 5" to 11" dib	28	257	1825	7.1	\$475.00		\$122,075.00	\$12,207.50
106414	07	Whitewood Sawlog 12"+ dib	26	46	258	5.6	\$475.00		\$21,850.00	\$5,000.00
106415	08	Red Alder SL 6" + dib	26	199	1393	7	\$450.00		\$89,550.00	\$8,955.00
106416	09	Conifer Pulp 2" + dib	N/A	4	36	9		\$25.00	\$900.00	\$900.00
106417	10	Hardwood Pulp 2"+ dib	N/A	97	873	9		\$25.00	\$21,825.00	\$5,000.00
106418	11	DF Poles 35'+	N/A	393	2279	5.8	\$850.00		\$334,050.00	\$33,405.00
106419	12	Red cedar Poles 35'+	N/A	35	210	6	\$1,350.00		\$47,250.00	\$5,000.00

**Totals:** **3639 23221** **\$2,295,475.00**

**CERTIFICATION:** This sale is certified under the Sustainable Forestry Initiative® program Standard (cert no: BVC-SFIFM-018227)

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

**EXPIRATION DATE:** March 14, 2025 **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 Olympic Region Office in Forks WA. Phone number (360)374-2800.

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

Use the following rates for estimating taxable stumpage:

Harvest Cost = \$0.00 per MBF for sorts 01, 02, 03, 04, 05, 06, 07, 08, 11 and 12 and \$0.00 per Ton for sorts 09 and 10.

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



## TIMBER NOTICE OF SALE

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Base Rate = \$2.35 per ton

Mileage Rate =  $(\$0.16 \times C \text{ miles}) + (\$0.11 \times A \text{ miles}) \times \text{Fuel Index Factor}$

ARRF = \$0.00 per MBF for sorts 09 and 10 and \$26.00 per MBF for sorts 01, 02, 03, 04, 05, 06, 07, 08, 11 and 12.

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

Long-haul surcharge: An additional haul payment of \$25/mbf net scale for mbf scale sorts or \$4.60/ton for tonnage sorts will be added for delivery destinations in excess of 250 total one-way miles (A miles plus C miles).

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

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

There are locked gates on the PA-F-3100, PA-F-3200 and the Transfer Station Road - contact the Olympic Region Dispatch Center at (360) 374-2811 to obtain a AA-1 key.

Road Building operations on the PA-F-3080, PA-F-3081 and the 2+05 Spur must be completed between the dates of 9/3/2024 and 9/30/2024.

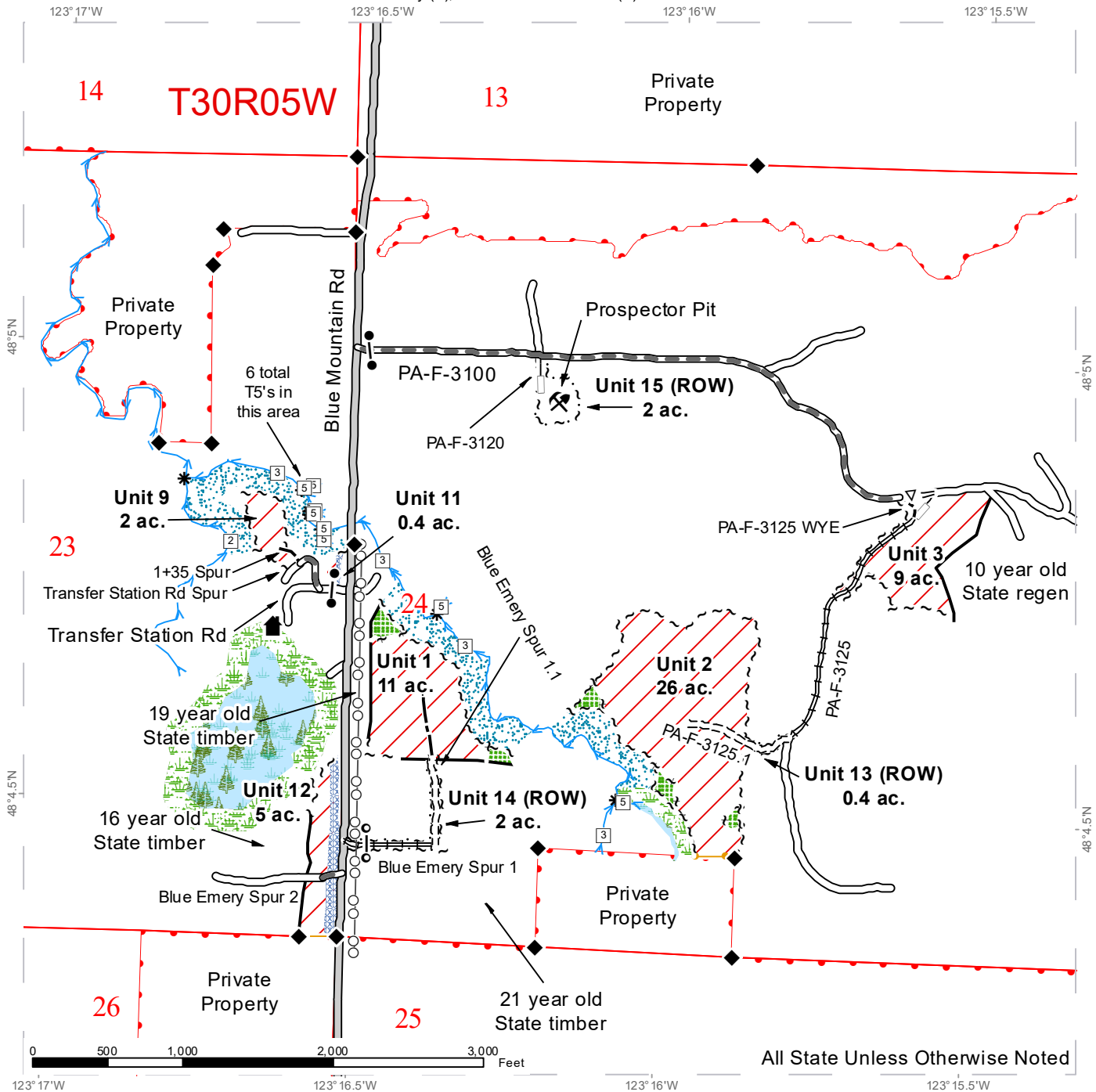
Units 5,6,7, 8 and 10 must be harvested before any subsequent timber on the sale area.

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 Jeremy Brown at the Olympic Region Office at (360)391-5976 or Steve Teitzel at the Product Sales and Leasing Division Office in Olympia at (360)902-1741.

# TIMBER SALE MAP

**SALE NAME:** PISTOL PETE SORTS  
**AGREEMENT #:** 30-104814  
**TOWNSHIP(S):** T29R5W, T30R4W, T30R5W  
**TRUST(S):** Common School and Indemnity (3), State Forest Transfer (1)

**REGION:** Olympic Region  
**COUNTY(S):** Clallam  
**ELEVATION RGE:** 440'-1080'



All State Unless Otherwise Noted

Variable Retention Harvest	Streams	Sale Boundary Tags	County Road
Variable Density Thinning	Stream Type	Special Mgmt Area	Existing Roads
DNR Managed Lands	Stream Type Break	Leave Tree Tags	Required Pre-Haul Maintenance
Riparian Management Zone	Survey Monument	Right of Way Tags	Required Reconstruction
Forested Wetland	Gate (AA1)	Take / Removal Trees	Optional Pre-Haul Maintenance
Wetland Management Zone	Gate Installation	Property Line	Optional Construction
Leave Tree Area	Rock Pit	Flag Line	Optional Reconstruction
Hazard Abatement Area	Structure	Timber Type Change	
Power Lines			

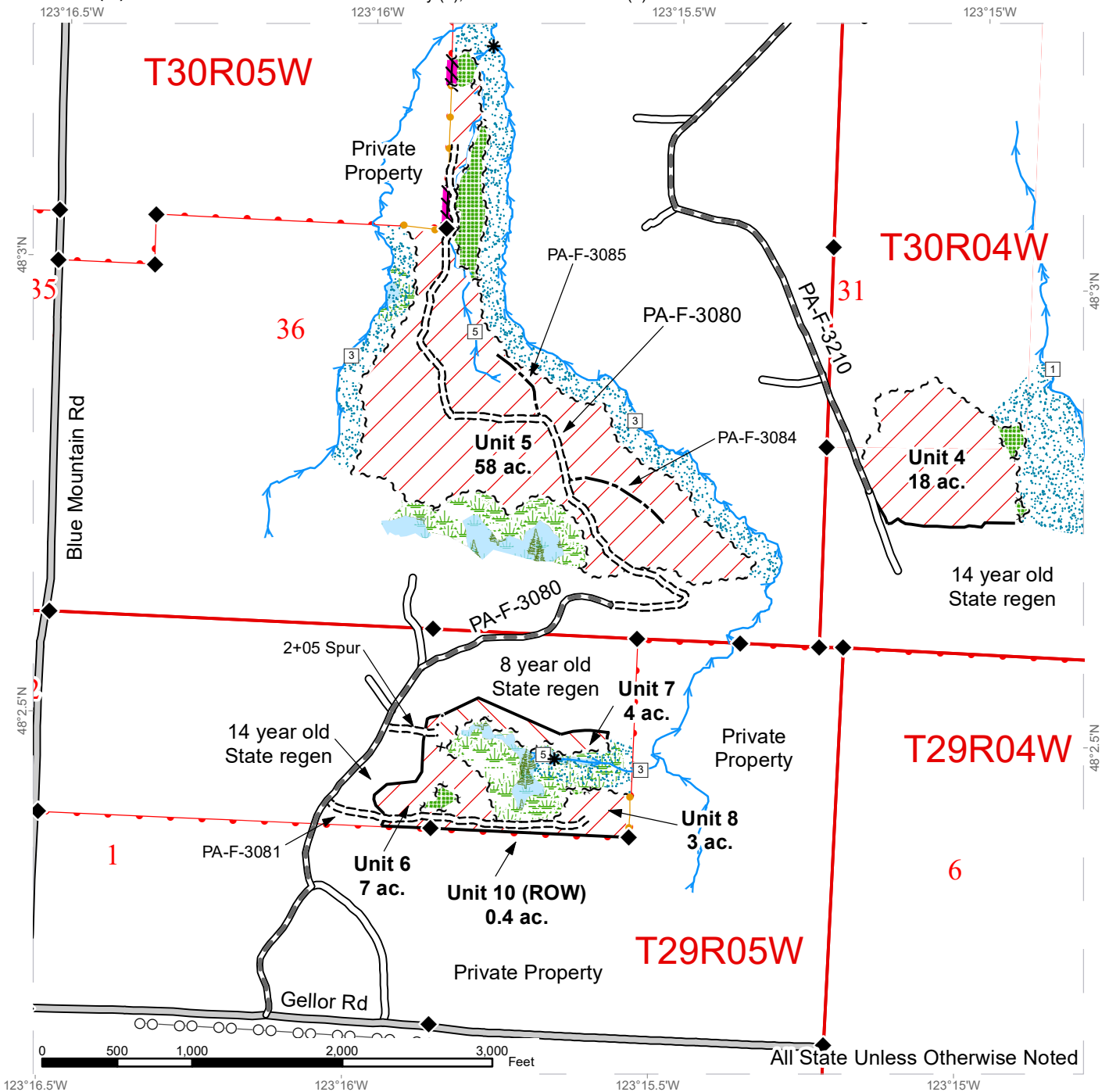




# TIMBER SALE MAP

**SALE NAME:** PISTOL PETE SORTS  
**AGREEMENT #:** 30-104814  
**TOWNSHIP(S):** T29R5W, T30R4W, T30R5W  
**TRUST(S):** Common School and Indemnity (3), State Forest Transfer (1)

**REGION:** Olympic Region  
**COUNTY(S):** Clallam  
**ELEVATION RGE:** 440'-1080'

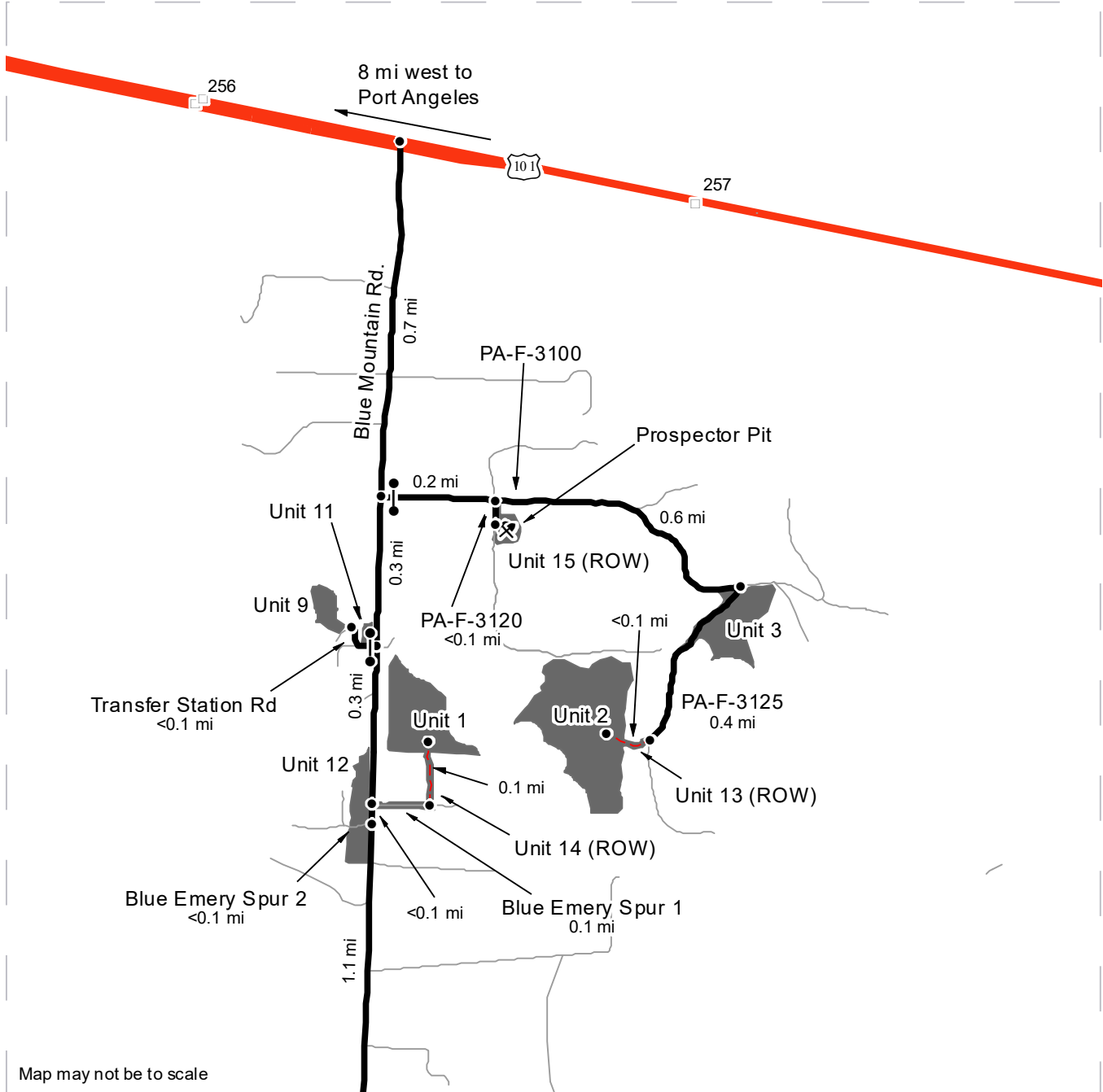





# DRIVING MAP

**SALE NAME:** PISTOL PETE SORTS  
**AGREEMENT#:** 30-104814  
**TOWNSHIP(S):** T29R5W, T30R4W, T30R5W  
**TRUST(S):** Common School and Indemnity (3), State Forest Transfer (1)

**REGION:** Olympic Region  
**COUNTY(S):** Clallam  
**ELEVATION RGE:** 440'-1080'



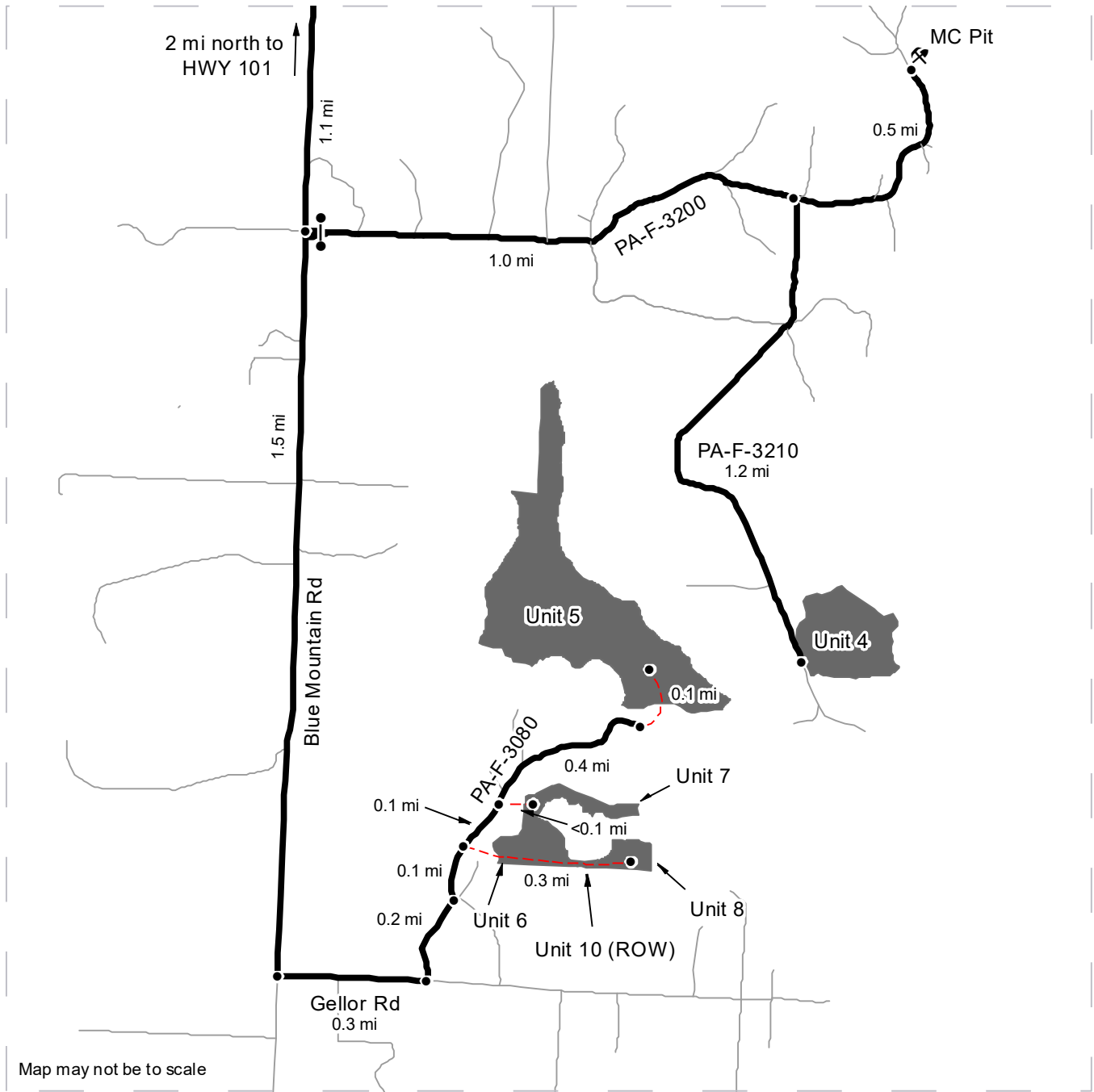
Map may not be to scale

<ul style="list-style-type: none"> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: gray; margin-right: 5px;"></span> Timber Sale Unit</li> <li><span style="display: inline-block; width: 15px; height: 5px; background-color: red; margin-right: 5px;"></span> Highway</li> <li><span style="display: inline-block; width: 15px; border-bottom: 2px solid black; margin-right: 5px;"></span> Haul Route</li> <li><span style="display: inline-block; width: 15px; border-bottom: 1px solid gray; margin-right: 5px;"></span> Other Road</li> <li><span style="display: inline-block; width: 15px; border-bottom: 1px dashed red; margin-right: 5px;"></span> View Only Route</li> <li><span style="display: inline-block; width: 10px; height: 10px; border: 1px solid black; margin-right: 5px;"></span> Milepost Markers</li> <li><span style="display: inline-block; width: 5px; height: 5px; border-radius: 50%; border: 1px solid black; margin-right: 5px;"></span> Distance Indicator</li> <li><span style="display: inline-block; width: 10px; height: 10px; border: 1px solid black; border-radius: 50%; border-style: dashed; margin-right: 5px;"></span> Gate (AA1)</li> <li><span style="display: inline-block; width: 10px; height: 10px; border: 1px solid black; border-radius: 50%; border-style: dashed; border-color: gray; margin-right: 5px;"></span> Rock Pit</li> </ul>	<p><b>DRIVING DIRECTIONS</b></p> <p>See attached directions.</p>
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# DRIVING MAP

**SALE NAME:** PISTOL PETE SORTS  
**AGREEMENT#:** 30-104814  
**TOWNSHIP(S):** T29R5W, T30R4W, T30R5W  
**TRUST(S):** Common School and Indemnity (3), State Forest Transfer (1)

**REGION:** Olympic Region  
**COUNTY(S):** Clallam  
**ELEVATION RGE:** 440'-1080'



<ul style="list-style-type: none"> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: gray; margin-right: 5px;"></span> Timber Sale Unit</li> <li><span style="display: inline-block; width: 15px; height: 2px; background-color: red; margin-right: 5px;"></span> Highway</li> <li><span style="display: inline-block; width: 15px; height: 2px; background-color: black; margin-right: 5px;"></span> Haul Route</li> <li><span style="display: inline-block; width: 15px; border-bottom: 1px solid gray; margin-right: 5px;"></span> Other Road</li> <li><span style="display: inline-block; width: 15px; border-bottom: 1px dashed red; margin-right: 5px;"></span> View Only Route</li> <li><span style="display: inline-block; width: 10px; height: 10px; border: 1px solid black; margin-right: 5px;"></span> Milepost Markers</li> <li><span style="display: inline-block; width: 5px; height: 5px; background-color: black; margin-right: 5px;"></span> Distance Indicator</li> <li><span style="display: inline-block; width: 10px; height: 10px; border: 1px solid black; border-radius: 50%; margin-right: 5px;"></span> Gate (AA1)</li> <li><span style="display: inline-block; width: 10px; height: 10px; border: 1px solid black; border-radius: 50%; margin-right: 5px;"></span> Rock Pit</li> </ul>	<p><b>DRIVING DIRECTIONS</b></p> <p>See attached directions.</p>
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## **DRIVING DIRECTIONS**

From Hwy 101, turn south onto Blue Mountain Rd and travel for 0.7 mi.

Units 2, 3, 13 (ROW) & 15 (ROW)/Prospector Pit: Turn east onto PA-F-3100, proceed through the gate and drive for 0.2 mi, then turn south onto PA-F-3120 to reach Unit 15 (ROW) and Prospector Pit. Unit 3 is 0.6 mi further down PA-F-3100. From Unit 3, turn south onto PA-F-3125 and proceed 0.4 mi to arrive at Unit 13 (ROW). Walk west through Unit 13 (ROW) for less than a mile to reach Unit 2.

Units 9 & 11: From PA-F-3100, proceed 0.3 mi south onto Blue Mountain Rd and turn west onto Transfer Station Rd. Proceed through the gate and take the right fork. Unit 9 will be to the north and Unit 11 to the east.

Units 1,12 & 14 (ROW): From Transfer Station Rd, drive south on Blue Mountain Rd for 0.3 mi. Unit 14 (ROW) will be immediately to the east. To reach Unit 1, walk east on Blue Emery Spur 1 then north through Unit 14 (ROW) for approximately 1 mile each. Unit 12 is less than 0.1 mi further south down Blue Mountain Rd from Unit 14 (ROW) to the west off of Blue Emery Spur 2.

Unit 4 & MC Pit: From Blue Emery Spur 2, continue south on Blue Mountain Rd for 1.1 mi and turn east onto PA-F-3200. Proceed through the gate and drive for 1 mi. Continue east on PA-F-3200 at the spur for another 0.5 mi to reach MC Pit. Back at the spur with PA-F-3200, veer south onto PA-F-3210 and drive for 1.2 mi to reach Unit 4.

Units 5, 6, 7, 8 & 10 (ROW): From the PA-F-3200, drive south on Blue Mountain Rd for 1.5 mi and turn east onto Gellor Rd. Drive for 0.3 mi and turn north onto PA-F-3080. Drive for 0.2 mi before veering left at the next intersection. Approximately 0.1 mi further north on PA-F-3080, Units 6, 8, and 10 (ROW) can be accessed by walking 0.3 mi to the east. Drive another 0.1 mi further north on PA-F-3080 then again walk east 0.1 mi to reach Unit 7. Back on the PA-F-3080, drive 0.4 mi further north then walk 0.1 mi north to reach Unit 5.

**STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES**

**HARVESTING SERVICES CONTRACT**

**AGREEMENT NO. 30-0104814**

**SALE NAME: PISTOL PETE SORTS**

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

**Section G: General Terms**

**G-001.1 Definitions**

The following definitions apply throughout this contract;

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

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

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

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

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

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

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

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

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

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

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

### **G-015.1 Harvest Area and Location**

Contractor shall harvest and deliver, all timber except trees painted with blue paint or bounded out by yellow "Leave Tree Area" tags, bounded by the following: Timber Sale Boundary tags and timber type change in Units 1; Timber Sale Boundary tags and red painted take trees in Unit 2; Timber Sale Boundary tags, timber type change and the PA-F-3100 road in Unit 3; Timber Sale Boundary tags, timber type change and the PA-F-3210 road in Unit 4; Timber Sale Boundary tags, red painted take trees, and a flag line in Unit 5; Timber Sale Boundary tags, Special Management Area Boundary tags and timber type change in Unit 6; Timber Sale Boundary tags, red painted take trees and timber type change in Unit 8; Timber Sale Boundary tags, and Transfer Station Road\_213 in Unit 9; Timber Sale Boundary tags, timber type change, Transfer Station road and Blue Mountain road in Unit 11; Timber Sale Boundary tags, red painted take trees, timber type change and Blue Mountain road in Unit 12.

All timber marked with red paint, bounded by the following: Timber Sale Boundary Tags, Special Management Unit Boundary tags, and a timber type change in Unit 7.

All timber bounded by Right-of-Way Boundary tags on the PA-F-3120, PA-F-3125.1 and Blue Emery Spur 1 roads located on approximately 150 acres on part(s) of Section

1 in Township 29 North, Range 5 West, Section 31 in Township 30 North, Range 4 West, Sections 23, 24, and 36 all in Township 30 North, Range 5 West W.M. of Clallam County as shown on the attached timber sale map.

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

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

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

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

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

<b>Agreement No.</b>	<b>Sort #</b>	<b>Species Diameter</b>	<b>Scaling Rule</b>	<b>Preferred Log Lengths</b>	<b>Destination</b>	<b>A Miles</b>	<b>C Miles</b>
106408	1	DF High Quality B Sort 12" to 19" dib	WS				
106409	2	DF Sawlog 5" to 11" dib	WS				
106410	3	DF Sawlog 12" to 19" dib	WS				
106411	4	DF Sawlog 20" + dib	WS				
106412	5	RC Camprun 5" + dib	WS				
106413	6	Whitewood Sawlog 5" to 11" dib	WS				
106414	7	Whitewood Sawlog 12"+ dib	WS				

106415	8	Red Alder SL 6" + dib	WS				
106416	9	Conifer Pulp 2" + dib	WS				
106417	10	Hardwood Pulp 2"+ dib	WS				
106418	11	DF Poles 35'+	WS				
106419	12	Red cedar Poles 35'+	WS				

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

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

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

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

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

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

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



**G-025 Schedules**

The following attached schedules are hereby incorporated by reference:

Schedule	Title
A	Specifications for Landing Slash Piling
B	Green Tree Retention Plan
C	Additional Road Maintenance Payment Rates

**G-027.1 Log Delivery Schedule and Conditions**

- a. Contractor shall deliver logs to Purchaser’s designated delivery location beginning no later than July 10, 2024 and completed by February 28, 2025. Failure to begin deliveries by the specified date may result in the State imposing damages per clause D-022.1 unless an alternate start date is agreed upon by the State and Contractor. If a log delivery location is changed during this contract, the Contract Administrator shall notify the Contractor. Once notified, the Contractor shall deliver logs to the new location.
- b. The Contractor may deliver logs to the Purchaser’s delivery location during the Purchaser’s working hours, or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except, scheduled closures and legal holidays for the contract term as described in clause G-030.1, unless permission to do otherwise is agreed upon by the State.
- c. The Contractor agrees to deliver said logs on conventional or self-loading logging trucks, properly and legally loaded, bound, branded, and ticketed. Logs in loads shall not be double-ended unless approved in writing by the Contract Administrator. It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the Contractor to make the load conform to legal requirements for hauling.
- d. If a receiving Purchaser plans a scheduled closure, the Contract Administrator shall notify the Contractor at least 48 hours before the scheduled closure. Depending on the length of the scheduled closure or delays in log delivery, the Contract Administrator will decide in the best interest of the State on the disposition of the affected log sort(s) or any alternate delivery schedule or location.
- e. Contractor’s daily log delivery to a Purchaser’s location may be limited according to the table below, provided the Contract Administrator notifies the Contractor at least 48 hours prior to the time this truck delivery limit is established.

Sort(s)	Maximum No. Loads/day
01,02,03,04,05,06,07,08,09,10,11	10
12	10

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

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

To ensure the timely completion of activities under this contract, all activities required under this contract are to be completed between the starting date of September 3, 2024 and the expiration date of May 30, 2025.

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

**G-033.1 Notification of Operations**

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

**G-040.1 Contract Term Adjustment**

A Contract Term Adjustment may be considered based on actual time lost through unforeseeable causes beyond the control and without fault or negligence of the Contractor, including, but not restricted to, acts of the State, closures by government regulatory agencies, mill closures, fires, vandals, and unusually severe weather conditions, provided that the Contractor shall, within seven (7) calendar days of the initiation of such delay, notify the State, in writing, of the cause of delay, upon which notification the State shall ascertain the facts and extent of the delay and notify the Contractor in writing of its decision regarding contract adjustment.

**G-050.1 Contract Term Extension**

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

**G-054.1 Early Contract Termination**

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

**G-060.1 Exclusion of Warranties**

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

- a. The **CONDITION** of the site or forest products. Any descriptions of the site or forest products in the notice of sale, other pre-contractual documents, or the Harvesting Services Contract are provided solely for administrative and identification purposes.
- b. The **ACREAGE** contained within any sale area. Any acreage descriptions appearing in the notice of sale, other pre-contractual documents, or the Harvesting Services Contract are estimates only, provided solely for administrative and identification purposes.
- c. The **VOLUME, WEIGHT, QUALITY, or GRADE** of the forest products to be harvested. The descriptions of the forest products to be harvested are estimates only, made solely for administrative and identification purposes.
- d. The **CORRECTNESS OF ANY SOIL OR SURFACE CONDITIONS, PRE-SALE CONSTRUCTION APPRAISALS, INVESTIGATIONS, AND ALL OTHER PRE-BID DOCUMENTS PREPARED BY OR FOR THE STATE**. These documents have been prepared for informational purposes, but the information contained therein is not warranted. Contractors must make their own assessments of the site.
- e. **THAT THE SALE AREA IS FREE FROM THREATENED OR ENDANGERED SPECIES** or their habitat. The State is not responsible for any interference with forestry operations that result from the presence of any threatened or endangered species, or the presence of their habitat, within the sale area.
- f. **THAT THE FORESTRY OPERATIONS** to be performed under this contract **WILL BE FREE FROM REGULATORY ACTIONS** by governmental agencies. The State is not responsible for actions to enforce regulatory laws, such as the Washington Forest Practices Act (chapter 76.09 RCW), taken by the Department of Natural Resources or any other agency that may affect the operability of this timber sale.

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

#### **G-061.1 Inadvertent Discovery of Cultural Resources**

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

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

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

By signing this contract, Contractor agrees to comply with the terms and conditions of the ITP and the HCP, which shall become terms of this contract. The Department agrees to authorize the lawful activities of the Contractor carried out pursuant to this contract, PROVIDED the Contractor remains in compliance with the terms and conditions of both the HCP and ITP. The requirements set forth in this contract are intended to comply with the terms and conditions of the HCP and ITP. Accordingly, non-compliance with the terms and conditions of the HCP and ITP will render the authorization provided in this paragraph void, be deemed a breach of the contract and may subject the Contractor to liability for violation of the Endangered Species Act.

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

#### **G-063.1 Incidental Take Permit Notification Requirements**

- a. Contractor shall immediately notify the Contract Administrator of new locations of permit species covered by the Incidental Take Permits (ITPs) that are discovered within the area covered by the State's Habitat Conservation

Plan (HCP), including, but not limited to: locations of occupied murrelet habitat; spotted owl nest sites; wolves; grizzly bears; nests, communal roosts, or feeding concentrations of bald eagles; peregrine falcon nests; Columbian white-tailed deer; Aleutian Canada geese; Oregon silverspot butterflies; and additional stream reaches found to contain bull trout. Contractor is required to notify the Contract Administrator upon discovery of any fish species found in streams or bodies of water classified as non-fish bearing. In all circumstances, notification must occur within a 24 hour time period.

- b. Upon locating any live, dead, injured, or sick specimens of any permit species covered by the ITPs, Contractor shall immediately notify the Contract Administrator. Contractor shall notify the Contract Administrator, if there is any doubt as to the identification of a discovered permit species. Contractor may be required to take certain actions to help the Contract Administrator safeguard the well being of any live, injured or sick specimens of any permit species discovered, until the Contract Administrator can determine the proper disposition of such specimens. The Contract Administrator will explain any such requirements to Contractor during the Pre-Work Conference. In all circumstances, notification must occur within a 24 hour time period.
- c. Contractor shall refer to a specific ITP number, ITP TE812521-1 or ITP 1168 (copies which are located in the region office) in all correspondence and reports concerning permit activities.
- d. Provisions and requirements of the ITPs shall be clearly presented and explained to Contractor by Contract Administrator during the Pre-Work Conference as per contract clause G-330.1. All applicable provisions of the ITPs and this schedule must be presented and clearly explained by Contractor to all authorized officers, employees, contractors, or agents of Purchaser conducting authorized activities in the timber sale area. Any questions Contractor may have about the ITPs should be directed to the Contract Administrator.

#### **G-064.1 Permits**

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

#### **G-065 Regulatory Disclaimer**

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

**G-066.1 Governmental Regulatory Actions**

## a. Regulatory Risk

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

## b. Increased Costs

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

**G-070.1 Limitation on Damage**

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

**G-092.1 Harvest Area Boundary Adjustment**

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

**G-112.1 Title**

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

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

Forest products harvested and delivered under this contract are certified as being in conformance with the Sustainable Forestry Initiative 2022 Forest Management Standard under certificate number BVC-SFIFM-018227.

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

#### **G-120.1 Responsibility for Work**

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

#### **G-121.1 Exceptions**

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

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

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

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

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

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

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

#### **G-125.1 Use of Subcontractors**

Contractor's use of subcontracted services shall be subject to approval in writing by the Contract Administrator. Approval of subcontracted services may be revoked in accordance with the G-220.1 'State Suspends Operations' clause when the Contract Administrator determines that the Subcontractor's work has been performed in a

manner that does not meet contractual requirements, optimize value or otherwise causes damage to the state.

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

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

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

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

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

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

#### **G-140.1 Indemnity**

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



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

### **G-150.1 Insurance**

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

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

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

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

Before starting work, Contractor shall furnish State with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in the contract. The Contractor shall obtain insurance coverage prior to operations commencing and continually maintain it in full force until all contract obligations have been satisfied or an operating release has been signed by the State.

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

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

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

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

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

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

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

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

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

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

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

#### **G-160.1 Agents**

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

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

#### **G-170.1 Assignment and Delegation**

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

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

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

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

The Harvesting Services contract may be unilaterally terminated or modified by the State upon determination that the Contractor's operations would cause serious damage

to resources or improvements, or would be significantly inconsistent with State land management plans.

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

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

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

### **G-200.1 Notice**

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

G-092.1 Harvest Area Boundary Adjustment

G-181.1 Contract Modification for Protection of Resources and Improvements

G-210.1 Violation of Contract

G-220.1 State Suspends Operation

D-015.1 Delivered Mis-sorted Logs and Penalties

D-016.1 Damages for Delivered Mis-manufactured Logs

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

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

- a. If Contractor violates any provision of this contract, the Contract Administrator, by written notice, may suspend those operations in violation. If the violation is capable of being remedied, the Contractor has fifteen (15) days after receipt of suspension notice to remedy the violation. If the violation cannot be remedied or Contractor fails to remedy the violation within fifteen (15) days after receipt of a suspension notice, the State may terminate the rights of the Contractor and collect liquidated damages under this contract associated with the breach. In the event of such a contract termination, the State may demand all or part of the Contractor's surety in order to satisfy the State's damages.
- b. The State has the right to remedy a breach if Contractor is unable, as determined by the State, to remedy the breach, or if the Contractor has not remedied the breach within 15 days of a suspension notice. Any expense incurred by the State in remedying Contractor's breach may be charged to

Contractor, or State may deduct such expenses from payments to the Contractor.

- c. If the contract expires without the Contractor having performed all their duties under this contract, Contractor's rights and obligations to harvest, deliver forest products, and perform any additional contract-related requirements are terminated. Thus, Contractor cannot remedy any breach once this contract expires. This provision shall not relieve Contractor of any financial obligations and unresolved contractual agreements, including payment to sub-contractors for work performed under this contract.

#### **G-220.1 State Suspends Operations**

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

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

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

#### **G-230.1 Unauthorized Activity**

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

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

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

- a. In the event of a dispute, Contractor must make a written request to the Region Manager for resolution prior to seeking other relief.
- b. The Region Manager will issue a written decision on Contractor's request within five business days.

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

#### **G-250.1 Compliance with All Laws**

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

#### **G-251.1 Harassment**

Per RCW 43.01.135, Sexual harassment in the workplace, Agency Contractors hereby have access to DNR Policy PO01-007 Harassment Prevention:  
[https://www.dnr.wa.gov/publications/em\\_PO01-007\\_harassment\\_prevention.pdf](https://www.dnr.wa.gov/publications/em_PO01-007_harassment_prevention.pdf)

#### **G-260 Venue**

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

#### **G-270.1 Equipment Left on State Land**

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

#### **G-280.1 Operating Release**

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

**G-310.1 Road Use Authorization**

The Contractor is authorized to use the following State roads, and roads for which the State has acquired easements and road use permits; PA-F-3100, PA-F-3120, PA-F-3125, PA-F-3125 Wye, PA-F-3125.1, Transfer Station Spur, 1+35 Spur, Blue Emery Spur 1, Blue Emery Spur 1.1, Blue Emery Spur 2, PA-F-3200, PA-F-3210, PA-F-3080, PA-F-3081, 2+05 Spur, PA-F-3084, PA-F-3085. The State may authorize in writing the use of other roads subject to fees, restrictions, and prior rights.

**G-330.1 Pre-work Conference**

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

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

**G-340.1 Preservation of Markers**

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

**G-370.1 Blocking Roads**

Contractor shall not block the PA-F-3080, PA-F-3100, PA-F-3200 or the Transfer Station Road, unless authority is granted in writing by the Contract Administrator.

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

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

55-001524 Theodore Hermann

55-001525 Merrill & Ring

55-001634 Green Grow

55-002269 Hermann Family

55-088228 Fred Hermann

### **G-390.1 Road Approach Permit Requirements**

Contractor agrees to comply with the attached terms and conditions of the road approach permit entered into between the State and Clallam County.

### **G-430.1 Open Fires**

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

### **G-450.1 Encumbrances**

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

Easement, including the terms and provisions thereof,

For: Overhead Transmission Lines

In Favor of: Bonneville Power Administration

Disclosed by Application No.: 50-001456

Granted: 3/13/1956

Expires: Indefinite

Easement, including the terms and provisions thereof,

For: Overhead Transmission Lines

In Favor of: Bonneville Power Administration

Disclosed by Application No.: 50-033172

Granted: 4/28/1969

Expires: Indefinite

Easement, including the terms and provisions thereof,

For: Buried Communication Lines

In Favor of: Pacific Northwest Bell Telephone Company

Disclosed by Application No.: 50-038183

Granted: 7/15/1975

Expires: Indefinite

Easement, including the terms and provisions thereof,

For: Overhead Transmission Lines

In Favor of: Bonneville Power Administration

Disclosed by Application No.: 50-041369

Granted: 8/9/1948

Expires: Indefinite

Easement, including the terms and provisions thereof,

For: Ditch

In Favor of: Macleay – Lindsay Irrigation District

Disclosed by Application No.: 50-041437

Granted: 1/5/1925



Expires: Indefinite

Easement, including the terms and provisions thereof,  
For: Buried Power Lines and Road  
In Favor of: Clallam County PUD #1  
Disclosed by Application No.: 50-089078  
Granted: 8/5/2013  
Expires: Indefinite

Easement, including the terms and provisions thereof,  
For: Fiber Cable and Road  
In Favor of: Qwest Corporation dba CenturyLink QC  
Disclosed by Application No.: 50-089480  
Granted: 8/5/2013  
Expires: Indefinite

Easement, including the terms and provisions thereof,  
For: County Road  
In Favor of: Clallam County  
Disclosed by Application No.: 50-CR3201  
Granted: 9/23/1985  
Expires: Indefinite

Easement, including the terms and provisions thereof,  
For: County Road  
In Favor of: Clallam County  
Disclosed by Application No.: 50-CR3285  
Granted: 5/21/1991  
Expires: Indefinite

Lease, including the terms and provisions thereof,  
For: Land Use License  
In Favor of: Clallam County Public Works Department  
Disclosed by Application No.: 60-B75461  
Granted: 12/1/2023  
Expires: 11/30/2028

No Region Encumbrances of Record

**Section P: Payments and Securities**

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

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

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

Sort Number(s)	Unit of Measure	OBT Rate	OBT Utility Rate
01,02,03,04,05,06,07,08,11,12	MBF	\$0.00	\$12.00
09,10	Ton	\$0.00	N/A

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

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

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

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

Base Rate = \$2.35  
 (based on the multiple truck operation fixed cost/ton within 'Report to the Washington State Legislature, The Washington Log Trucking Industry: Costs and Safety Analysis, August 2008'.)

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

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

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

Where;

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

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

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

October and apply to loads delivered between October 1 and December 31.

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

Long-haul surcharge: An additional haul payment of \$25/mbf net scale for mbf scale sorts or \$4.60/ton for tonnage sorts will be added for delivery destinations in excess of 250 total one-way miles (A miles plus C miles).

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

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

<b>MBF Sort(s)</b>	<b>MBF/Tons Conversion Factor</b>
01	4.8
02	7.2
03,07	5.6
04	4.9
05	6.1
06	7.1
08	7
11	5.8
12	6

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

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

No certificate given or payment made shall be evidence of the satisfactory performance of the Contract, either wholly or in part, against the claim of the State to the contrary,

and no payment shall be construed to be an acceptance of any defective work, which may before or afterwards appear.

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

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

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

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

Requests for payment of ferry and toll charges must be received by the State each month. Contractor shall only be reimbursed for the amount of toll approved for payment by the Contract Administrator.

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

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

### **P-032.1 Payment for Road Construction**

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

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

Road	Type	Stations or Quantities	Work Type Completion	Contractor Proposed Stations	Price per Station	Total Price
PA-F-3100	Pre-Haul Maint	40.90	Required		\$	\$
PA-F-3100	Pre-Haul Maint	2.35	Optional		\$	\$
PA-F-3120	Reconstruction	1.25	Optional		\$	\$
PA-F-3125	Reconstruction	2.15	Optional		\$	\$
PA-F-3125	Reconstruction	13.05	Required		\$	\$
PA-F-3125 WYE	Construction	2.00	Optional		\$	\$
PA-F-3125.1	Construction	5.30	Required		\$	\$
Transfer Station Spur	Pre-Haul Maint	2.70	Required		\$	\$
1+35 Spur	Construction	1.35	Optional		\$	\$
Blue Emery Spur 1	Reconstruction	5.00	Required		\$	\$
Blue Emery Spur 1.1	Construction	4.85	Required		\$	\$
Blue Emery Spur 1.1	Construction	3.00	Optional		\$	\$
Blue Emery Spur 2	Pre-Haul Maint	1.00	Required		\$	\$
PA-F-3200	Pre-Haul Maint	55.40	Required		\$	\$
PA-F-3200	Pre-Haul Maint	26.25	Optional		\$	\$
PA-F-3210	Pre-Haul Maint	60.05	Required		\$	\$
PA-F-3080	Pre-Haul Maint	41.40	Required		\$	\$
PA-F-3080	Construction	32.00	Required		\$	\$
PA-F-3081	Construction	14.70	Required		\$	\$
2+05 Spur	Construction	2.05	Required		\$	\$
PA-F-3084	Construction	7.50	Optional		\$	\$
PA-F-3085	Construction	5.50	Optional		\$	\$
ALL ROADS	Post Haul Maint	327.40	Required		\$	\$
Decommission		2.35	Required		\$	\$
Pit Work		1.00	Optional		\$	\$
					<b>Total Road Cost Proposal</b>	\$

**\* Note: A Price per Station and Total must be entered for all roads. Each Total is calculated by multiplying the Stations or Quantities by the Price Per Station. All totals must be summed and entered as the Total Road Cost Proposal.**

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

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

number of stations and which stations have been completed. The Contract Administrator will verify that road construction described on the billing statement is complete prior to State making payment to Contractor.

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

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

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

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

During the course of operations, the State may identify and require additional road maintenance work to be completed by the Contractor. The amount of payment for this additional road maintenance work deemed necessary by the State will be calculated and paid for using the equipment rates in Schedule M 'Additional Road Maintenance Payment Rates'.

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

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

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

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

A plan for the additional work deemed necessary by the State shall be provided by the Contractor and must be approved in writing by the State prior to commencement of work by the Contractor. After the Contract Administrator has inspected and approved

the work in writing, the Contractor is responsible for billing the State for work performed. The billing statement shall include an itemized account of the equipment, labor and materials necessary for the additional work that has been completed and approved.

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

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

#### **P-090.1 Performance Security**

Prior to start of any operations Contractor agrees to provide one or more of the following State approved performance securities; cash, savings account assignment, certificate of deposit assignment, irrevocable standby letter of credit, or a Miller Act bond, for the amount of \$100,000.00. At least 50% must be in a form other than a bond, unless otherwise agreed to by the State.

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

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

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

#### **P-100.1 Performance Security Reduction**

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

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

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

**Section L: Log Definitions and Accountability****L-010.1 Forest Products Conveyed**

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

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

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

**L-060.1 Load Tickets**

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

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

**L-080 Scaling Rules**

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

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

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

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

Prior to forest products being hauled, the Contract Administrator must authorize in writing the use of State approved measurement and/or weighing facilities that are at or enroute to final destinations. Forest products from this sale shall be measured or weighed at facilities, which are currently approved for use by the State and are



currently authorized for this sale. The State reserves the right to verify load volume and weights with State employees or contractors at the State's own expense. The State reserves the right to revoke the authorization of previously approved measurement locations.

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

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

#### **L-130.1 Conversion Factors**

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

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

#### **H-001 Operations Outside the Sale Boundaries**

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

#### **H-010.1 Cutting and Yarding Schedule**

Falling and Yarding will not be permitted from 8:00 pm to 6:00 am and/or weekend and State recognized holiday unless authorized in writing by the Contract Administrator.

#### **H-012.1 Leave Tree Damage Definition**

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

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

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

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

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

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

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

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

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

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

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

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

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

All timber must be removed within 30 days of being felled.

#### **H-030.1 Timber Falling**

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

**H-035 Fall Trees Into Sale Area**

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

**H-052.1 Branding and Painting**

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

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

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

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

**H-110 Stump Height**

Trees shall be cut as close to the ground as practicable. Stump height shall not exceed 12 inches in height measured on the uphill side, or 2 inches above the root collar, whichever is higher.

**H-120.1 Harvesting Equipment**

Forest products harvested under this contract shall be harvested and removed using ground based equipment as shown on the Logging Plan Map with the following exceptions: rubber tired skidders are restricted October 1st through April 7th. Authority to use other equipment or to operate outside the equipment specifications detailed above must be approved in writing by the State.

**H-125 Log Suspension Requirements**

Lead-end suspension is required for all yarding activities.

**H-130.1 Hauling Schedule**

The hauling of forest products will not be permitted 8:00 pm to 4:00 am or on weekends or State recognized holidays from DATA MISSING to DATA MISSING unless authorized in writing by the Contract Administrator .

**H-140.1 Special Harvest Requirements**

Contractor shall accomplish the following during the harvest operations:

1. Contractor must have utility lines located before beginning operations and/or construction/reconstruction. Contractor is responsible for the cost of repairing any damage to utility lines due to road or harvest operations. The following roads have potential for overhead and/or buried utilities: PA-F-3100, PA-F-3200, PA-F-3080, Blue Emery Spur 1, Blue Emery Spur 2, Transfer Station Road and the Blue Mountain Road.

2. Contractor shall immediately repair all gate damage resulting from operations to an equal or better condition than existed at the time of the sale.
3. Contractor shall immediately repair any mailbox damage resulting from operations to an equal or better condition than existed at the time of sale.
4. While conducting hauling operations and/or felling timber, warning signs shall be posted along each side of Blue Mountain road near the PA-F-3100 and PA-F-3200 road junctions. Signs must be clearly visible and indicate the presence of logging activity and/or truck traffic.
5. Any stream crossing in Unit 5 must be preapproved in writing by the Contract Administrator.
6. Contractor shall perform abandonment of all skid trails in the sale area, at the discretion of the Contract Administrator. Abandonment shall consist of re-establishing natural drainage and natural slopes, fluffing compacted soil to an 18 inch depth using shovel grapples, placing stumps and debris back into the trail, and installing water bars as directed by the Contract Administrator.
7. Landing, processing and hazard abatement slash shall be stacked in dirt free piles in accordance with the attached schedule of specifications for slash piling.
8. The Contractor shall notify all employees and subcontractors working on this sale that any danger tree, marked or unmarked, may be felled. Any felled marked danger tree shall be replaced with a suitable tree of similar size and species as approved by the Contract Administrator.
9. All trees 60 inches in Diameter at Breast Height (DBH) and greater shall not be felled unless for safety reasons, which must be approved by the Contract Administrator. If trees 60 inches DBH or greater needs to be felled for safety reasons, trees will be left where felled.
10. Slash generated during felling and yarding within 100 feet of county roads and 200 feet of structures must be pulled back to reduce the residual volume to less than 9 tons per acre of material 3 inches and less in diameter in accordance with WAC 332-24-650, extreme fire hazard requiring abatement, and approved by the Contract Administrator.
11. Orange painted double-ringed trees in Units 7 and 13 are to be felled and left as down woody debris. Double-ringed trees in Unit 7 shall be felled toward the stream.
12. Trees marked with double-ringed blue paint are non-tradeable.
13. All trees marked with a red painted band in Unit 7 shall be felled and harvested.

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

**H-141.1 Additional Harvest Requirements**

Contractor shall accomplish the following during the harvest operations:

Road building operations on the PA-F-3080, PA-F-3081, and the 2+05 Spur must be completed between the dates of 9/03/2024 and 9/30/2024.

Units 5, 6, 7, 8 and 10 must be harvested before any subsequent timber on the sale area.

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

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

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

<u>Species</u>	<u>Net bd. Ft.</u>	<u>Log Length</u>	<u>Log dib</u>
All	20	16	5

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

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

**H-161.1 Excessive Timber Breakage**

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

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

#### **H-190 Completion of Settings**

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

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

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

### **Section C: Construction and Maintenance**

#### **C-040.1 Road Plan**

Road construction and associated work provisions of the Road Plan for this project, dated October 31, 2023 are hereby made a part of this contract.

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

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

Contractor shall perform work at their own expense on all roads listed in the Road Plan, authorized in clause G-310 and are not listed in Clause C-060 road(s). All work shall be completed to the specifications detailed in the Road Plan.

#### **C-060.1 Designated Road Maintainer**

If required by the State, the Contractor shall perform maintenance and replacement work as directed by the Contract Administrator on PA-F-3200, PA-F-3080 sta 0+00 to 14+20. The Contractor shall furnish a statement, in a form satisfactory to the State showing the costs incurred while performing this work. Costs shall be based on the rates set forth in the equipment rate schedule on file at the Region office or Engineering Division in Olympia. The State shall reimburse the Contractor for said costs within thirty (30) days of receipt and approval of the statement.

#### **C-130.1 Dust Abatement**

Contractor shall abate dust on the PA-F-3080.

**C-140.1 Water Bars**

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

**Section S: Site Preparation and Protection****S-001 Emergency Response Plan**

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

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

**S-010.1 Fire Hazardous Conditions**

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

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

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

**S-020.1 Extreme Hazard Abatement**

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

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

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

**S-060.1 Pump Truck or Pump Trailer**

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

**S-100 Stream Cleanout**

Slash or debris which enters any stream as a result of operations under this contract and which is identified by the Contract Administrator shall be removed and deposited in a stable position. Removal of slash or debris shall be accomplished in a manner that avoids damage to the natural stream bed and bank vegetation.

**S-110 Resource Protection**

No equipment may operate within the leave tree areas or areas of standing water unless authority is granted in writing by the Contract Administrator.

**S-130.1 Hazardous Materials****a. Hazardous Materials and Waste - Regulatory Compliance**

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

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

**b. Hazardous Materials Spill Prevention**

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

**c. Hazardous Material Spill Containment, Control and Cleanup**

If safe to do so, Contractor shall take immediate action to contain and control all hazardous material spills. Contractor shall ensure that enough quick response spill kits capable of absorbing 10 gallons of oil, coolant, solvent or contaminated water are available on site to quickly address potential spills from any piece of equipment at all times throughout active operations. If large quantities of bulk fuel/other hazardous materials are stored on site, Contractor must be able to effectively control a container leak and contain &



recover a hazmat spill equal to the largest single on site storage container volume. (HAZWOPER reg. 29CFR 1910.120 (j) (1) (vii)).

d. Hazardous Material Release Reporting

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

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

**S-131.1 Refuse Disposal**

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

**S-140.1 Fence Repair**

Contractor shall immediately repair all fence damage resulting from operations on this sale to an equal or better condition than existed at the time of sale.

**Section D: Damages**

**D-010.1 Liquidated Damages**

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

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

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

Mis-sorted log volume will be considered on a per load basis. When mis-sorts amount to more than 12% of a load's total volume, as determined by a third-party scaling

organization, the State is harmed and an adjustment to the Contractor's harvesting payment may be made. For the improper delivery of mis-sorted logs, the State may reduce the harvesting payment by \$100.00 for each load delivered which contained mis-sorted volume in excess of 12%, as documented by third-party scaling ticket.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

When Contractor's operations exceed the damage limits set forth in clause H-012.1, Leave Tree Damage Definition, the trees damaged result in substantial injury to the State. The value of the damaged leave trees at the time of the breach is not readily ascertainable. Therefore, Contractor agrees to pay the State as liquidated damages at the rate of \$1,000.00 per tree for all damaged trees in in Unit 7.

**D-041.1 Reserve Tree Excessive Damage**

When Contractor’s operations exceed the damage limits set forth in clause H-013.1, Reserve Tree Damage Definition, and when the Contract Administrator determines that a suitable replacement for a damaged reserve tree is not possible, the damaged trees result in substantial injury to the State. The value of the damaged reserve trees at the time of the breach is not readily ascertainable. Therefore, the Contractor agrees to pay the State as liquidated damages at the rate of \$1,000.00 per tree for all damaged reserve trees that are not replaced in in Units 1,2,3,4,5, 6 and 8.

**SIGNATURES**

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

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

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

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

\_\_\_\_\_  
William Wells  
Olympic Region Manager

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

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

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

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**  
**Specifications for Landing Slash Piling**

All landings, processing and hazard abatement areas shall be piled by creating circular piles of slash and brush conforming to the following specifications:

A. Piles shall be a minimum of 12 feet tall by 8 feet wide to a maximum of 30 feet tall and 30 feet wide. Piles shall be cone shaped and stable.

B. Piles shall be free of topsoil, large rotten logs, and large stumps. Any unburnable material shall be well scattered.

C. Piles shall not be placed on large stumps, logs, or against standing snags.

D. Piles shall be stacked a minimum of 50 feet from all unit boundaries, Riparian Management Zones, leave trees, culverts, and any standing timber; a minimum of 100 feet from any public roads and highways; and a minimum of 200 feet from any structures.

E. Piling shall be completed using an approved hydraulic shovel and grapples.

F. Slash and displaced soil shall be removed from swales and natural drainage channels concurrent with yarding.

G. Removal of slash piles from State Land is optional.

H. Slash may be placed in skid roads, ahead of machinery, or lopped and scattered throughout the harvest area. Slash which accumulates on landings, roads, and “hazard abatement areas” shall be piled per this schedule. Any changes to the above must be approved by the Contract Administrator.

**Schedule B**  
**Green Tree Retention Plan**

Leave the following as directed by the contract administrator.

- 1. All trees banded with blue paint and all leave tree area clumps shall remain standing. The perimeter of the leave tree clumps are designated by Leave Tree Area Tags. The tags face outward from the leave tree clumps.

Unit #	# of Individually Marked Trees	# of Clumps	# of Trees Clumped	Total # of Leave Trees
1	28	2	70	98
2	51	3	175	226
3	75	0	0	75
4	46	2	109	155
5	124	2	350	474
6	18	1	39	57
8	17		1	12
29				
9	18	0	0	18
11	8	0	0	8
12	42	0	0	42

Permission to substitute leave trees must be granted by the Contract Administrator.

**Schedule C**  
**Additional Road Maintenance Payment Rates**

ADDITIONAL ROAD MAINTENANCE PAYMENT RATES  
(Hourly Rate Including Operator)

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

Motor Grader

To 140 HP (Cat 120H, 120M) \$177.00

To 175 HP (John Deere 670D, 670G, 672D, G; Cat 12M; CAT 140G; CAT143H; Volvo G930; Komatsu GD-655-3) \$219.00

To 200 HP (John Deere 772; Cat 140M; Volvo G940; Komatsu GD675-3) \$238.00

Over 200 HP (Cat 160M, 14M, 16H; Komatsu GD-825A-2) \$308.00

Ripper/Scarifier Use

To 140 HP \$4.80

To 175 HP \$7.20

Over 175 HP \$12.00

Front End Loaders & Loader/Backhoe

To 75 HP (Cat 416D, Cat 416E; Komatsu WB142-2) \$142.00

To 110 HP (Cat 420E; Case 580, 590; Cat 908H, 914G; John Deere 344J) \$150.00

To 160 HP (Cat 450E, Cat 924H, 930H; Hyundai HL 730-9; John Deere 524K) \$152.00

Over 160 HP (John Deere 624K; Case 621E; Cat 938H, 950H, 966K) \$170.00

Addition for special attachment use: compactor, clam, extendaboom, etc. add \$7.80

Gravel Trucks

On-Highway Rear Dump \$165.00

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

On-Highway Bottom Dump Trailer (3 axles, 12 CY) \$18.00

Dozers

To 75 HP (Case 650K; Cat D3K XL) \$135.00

To 105 HP (Cat D4K, D5K; Case 750K, 850K; John Deere 450J, 550J, 650J; Komatsu D37EX-22) \$176.00

To 135 HP (Cat D6K; Case 1150K, John Deere 700J; Komatsu D51EX-22) \$200.00

To 185 HP (John Deere 750J; Case 1650, 1850; Cat D6N; Komatsu D61EX-15) \$227.00

To 240 HP (Cat D6T, D7E; John Deere 850J; Komatsu D65EX-15) \$262.00

Over 240 HP (Cat D8T; John Deere 950J) \$378.00



Ripper Use

To 180 HP add \$9.00

To 235 HP add \$15.00

Over 235 HP add \$24.00

Excavators

To 60 HP (Kubota U45, U55; John Deere 50D; Hitachi 50U; Cat 307D) \$138.00

To 95 HP (Cat 312D, 314D; Doosan 140LCV; Hitachi 120-3, 135US-3; Link-Belt 135; Komatsu PC120-6, PC130-8; John Deere 120D, 135D) \$178.00

To 120 HP (Cat 315D; John Deere 160LC; Doosan 175LCV; Komatsu PC160LC-8; Link-Belt 160 LX; Volvo EC160C L) \$205.00

To 140 HP (Cat 319D L, 320C; Hitachi 160LC-3; Link-Belt 210LX) \$212.00

To 170 HP (Cat 320D; Hitachi 200LC-3, 225LCV; Link-Belt 240 LX; Komatsu PC200-8, PC220LC-8; John Deere 225D LC; Volvo EC240C) \$215.00

To 230 HP (Cat 324D, 324E, 328D, 329D; John Deere 240D, 270D, 290G; Hitachi 240LC-3, 270LC-3; Link-Belt 290 LX RB; Volvo EC290C; Komatsu PC270LC-8) \$250.00

Over 230 HP (Cat 330D, 336D; Volvo EC330C; John Deere 330C, 330D; Komatsu PC300LC-8, C350LC-8; Link-Belt 330LX, 350 X2; Hitachi 330LC, 350LC-3) \$280.00

Add Attachment Rate to Excavator \$35.00

Self-Propelled Vibratory Compactors

To 80 HP (Bomag BW145DH-40, BW177D-40; Dynapac CA150D; Sakai 201D; Ing. Rand SD45F TF) \$140.00

To 125 HP (Bomag BW177PDBH-40; Cat CP-433E; Sakai SV400D-II; Dynapac CA152D) \$160.00

Over 125 HP (Bomag BW211PD-40; Dynapac CA262D; Ing. Rand SD105DA TF; Sakai SV505D-1) \$190.00

Tractor Brush Cutters

To 67 PTO HP \$120.00

To 80 PTO HP \$127.00

Over 80 PTO HP (JD 6200, 6300, 6400) \$136.00

Track Mounted Rock Drills (with one operator)

To 4.5" Diameter Hole \$380.00

Over 4.5" Diameter Hole \$446.50

Heavy Equipment Hauling

On-Highway Rear Dump \$165.00

Tilt Deck Utility Trailer (2 axle, up to 40,000 lbs.) \$10.00

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

On-Highway Truck Tractor (GVW up to 50,000 lbs.) \$142.00

Lowbed Trailer (2-axle, up to 50,000 lbs.) \$15.00

Lowbed Trailer (3-axle, up to 80,000 lbs.) \$35.00

Water Trucks

To 3,000 gallons \$104.00

To 4,000 gallons \$126.00

Over 4,000 gallons \$147.00

Power Saws and Pumps \$10.00

Laborer- Journey Level \$50.00

Laborer- Apprentice Level \$47.00

**INSTRUCTIONS**

HP taken at the Flywheel unless stated otherwise.

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

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

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

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

Rev. 6/8/2022

**STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES**

**LOG SALE AND PURCHASE CONTRACT**

**AGREEMENT NO. 30-0106408**

**SALE NAME: PISTOL PETE 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 into 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 July 24, 2024 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 PISTOL PETE SORTS Timber Sale described as parts of Section 1 in Township 29 North, Range 5 West, Section 31 in Township 30 North, Range 4 West, Sections 23, 24, and 36 all in Township 30 North, Range 5 West W.M., in Clallam 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
106408	1	DF High Quality B Sort 12" to 19" dib	

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

**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.

<b>Agreement No.</b>	<b>Sort #</b>	<b>Scaling Rule</b>
106408	01	WS

<b>Average Log Length</b>	<b>Preferred Log Lengths</b>
28	

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

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

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

**G-026.2 Log Delivery Destination**

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

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

Purchaser may refuse loads delivered to the wrong destination.

**G-027.2 Log Delivery Schedule and Conditions**

- a. Delivery hours - Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.
- b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.
- c. Log Delivery Interruptions - Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026.2 and D-027.2 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.
- d. Required Acceptance of Daily Load Deliveries and Notification - If the State is harmed by purchaser's refusal to accept up to 10 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 March 14, 2025.

#### **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, QUANTITY, 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 2022 Forest Management Standard under certificate number: BVC-SFIFM-018227.

**G-160.2 Agents**

The State's rights and duties will be exercised by the Region Manager at Forks, 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 address of record, 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/MBF

\$250.00/MBF for incorrect species delivery\*

\$20/mbf for Utility logs (Adjusted Gross).

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.

Purchaser will not be billed for any delivered logs that are scaled as containing metal.

\*When two or more log sorts from this project are delivered to the same destination, the species contained in them are not eligible for the species price reduction.

**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 are considered mis-sorts. Purchaser receiving mis-sort Forest Products is required to pay the State at the bid price under this contract.

However, when mis-sorted Forest Products amount to more than 8% 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:

$$\text{Payment Reduction} = (B \times M) \times R$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-sorted volume exceeding threshold excluding utility

R = Reduction factor\*

0.2 for diameter mis-sort

0.3 for high quality mis-sort

\*Logs eligible for payment reduction based on multiple reduction factors will be calculated at the higher payment reduction factor.

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, sample scaling, 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 Mismatch 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 manufacturing standards as described in clause G-024.2 are considered mis-manufactured. Purchaser receiving mis-manufactured Forest Products is required to pay the State at the bid price under this contract.

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

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

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

$$\text{Payment Reduction} = (B \times M) \times (0.2)$$

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, sample scaling, 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-038.2 Average Log Length and Payment Reduction**

If the average log length for all logs delivered under this contract is less than the average log length specified in the table in clause G-024.2, The amount of allowable payment reduction shall be calculated by multiplying the payment rate in P-028.2 by the total volume delivered, and the difference between the average length of logs delivered and the average log length specified in G-024.2, times 1% as follows:

$$\text{Log Length Payment Reduction} = (B \times V \times L) \times (.01)$$

Where:

B = Bid rate from P-028.2 clause

V = total delivered log Volume

L = Length in feet below specified average (rounded to nearest 1/10th)

Average log length payment reductions calculated by the Purchaser must be approved by the State, prior to payment for the final billing period.

Third-party scaling organization information is required to determine Scribner mbf and Average log length for payment reduction purposes. Average log length is determined on a piece count basis. Value of log length price reduction will be derived from the applicable sort value as described in this contract.

Scale information for determining Average log length for payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for below average log lengths shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

**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 clause G-022.2 and manufacturing standards defined by clause 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 1 business day 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-080 Scaling Rules**

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

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

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

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

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

### **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 =  $r \times LD \times N$

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.

**SIGNATURES**

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

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

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
William Wells

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

Olympic Region Manager

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

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

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

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

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 \_\_\_\_\_

**STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES**

**LOG SALE AND PURCHASE CONTRACT**

**AGREEMENT NO. 30-0106409**

**SALE NAME: PISTOL PETE 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 into 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 July 24, 2024 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 PISTOL PETE SORTS Timber Sale described as parts of Section 1 in Township 29 North, Range 5 West, Sections 31 all in Township 30 North, Range 4 West, Sections 23, 24, and 36 all in Township 30 North, Range 5 West W.M., in Clallam 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
106409	2	DF Sawlog 5"to 11" dib	

**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
106409	02	WS

Average Log Length	Preferred Log Lengths
28	

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

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

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

#### **G-026.2 Log Delivery Destination**

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

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

Purchaser may refuse loads delivered to the wrong destination.

#### **G-027.2 Log Delivery Schedule and Conditions**

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

- b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.
- c. Log Delivery Interruptions - Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026.2 and D-027.2 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.
- d. Required Acceptance of Daily Load Deliveries and Notification - If the State is harmed by purchaser's refusal to accept up to 10 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 March 14, 2025.

**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, QUANTITY, 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 2022 Forest Management Standard under certificate number: BVC-SFIFM-018227.

**G-160.2 Agents**

The State's rights and duties will be exercised by the Region Manager at Forks, 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 address of record, 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/MBF

\$250.00/MBF for incorrect species delivery\*

\$20/mbf for Utility logs (Adjusted Gross).

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.

Purchaser will not be billed for any delivered logs that are scaled as containing metal.

\*When two or more log sorts from this project are delivered to the same destination, the species contained in them are not eligible for the species price reduction.

### **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 are considered mis-sorts. Purchaser receiving mis-sort Forest Products is required to pay the State at the bid price under this contract.

However, when mis-sorted Forest Products amount to more than 8% 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:

$$\text{Payment Reduction} = (B \times M) \times R$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-sorted volume exceeding threshold excluding utility

R = Reduction factor\*

0.2 for diameter mis-sort

0.3 for high quality mis-sort

\*Logs eligible for payment reduction based on multiple reduction factors will be calculated at the higher payment reduction factor.

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, sample scaling, 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 Mismatch 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 manufacturing standards as described in clause G-024.2 are considered mis-manufactured. Purchaser receiving mis-manufactured Forest Products is required to pay the State at the bid price under this contract.

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

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

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

$$\text{Payment Reduction} = (B \times M) \times (0.2)$$

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, sample scaling, 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-038.2 Average Log Length and Payment Reduction**

If the average log length for all logs delivered under this contract is less than the average log length specified in the table in clause G-024.2, The amount of allowable payment reduction shall be calculated by multiplying the payment rate in P-028.2 by the total volume delivered, and the difference between the average length of logs delivered and the average log length specified in G-024.2, times 1% as follows:

$$\text{Log Length Payment Reduction} = (B \times V \times L) \times (.01)$$

Where:

B = Bid rate from P-028.2 clause

V = total delivered log Volume

L = Length in feet below specified average (rounded to nearest 1/10th)

Average log length payment reductions calculated by the Purchaser must be approved by the State, prior to payment for the final billing period.

Third-party scaling organization information is required to determine Scribner mbf and Average log length for payment reduction purposes. Average log length is determined on a piece count basis. Value of log length price reduction will be derived from the applicable sort value as described in this contract.

Scale information for determining Average log length for payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for below average log lengths shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

#### **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 clause G-022.2 and manufacturing standards defined by clause 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 1 business day 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-080 Scaling Rules**

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

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

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

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

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

**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:

$$\text{Interest} = r \times \text{LD} \times N$$

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.

**SIGNATURES**

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

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

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
William Wells

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

Olympic Region Manager

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

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

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

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

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 \_\_\_\_\_

**STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES**

**LOG SALE AND PURCHASE CONTRACT**

**AGREEMENT NO. 30-0106410**

**SALE NAME: PISTOL PETE 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 into 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 July 24, 2024 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 PISTOL PETE SORTS Timber Sale described as parts of Section 1 in Township 29 North, Range 5 West, Sections 31 all in Township 30 North, Range 4 West, Sections 23, 24, and 36 all in Township 30 North, Range 5 West W.M., in Clallam 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
106410	3	DF Sawlog 12" to 19" dib	

**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
106410	03	WS

Average Log Length	Preferred Log Lengths
28	

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

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

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

#### **G-026.2 Log Delivery Destination**

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

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

Purchaser may refuse loads delivered to the wrong destination.

#### **G-027.2 Log Delivery Schedule and Conditions**

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

- b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.
- c. Log Delivery Interruptions - Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026.2 and D-027.2 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.
- d. Required Acceptance of Daily Load Deliveries and Notification - If the State is harmed by purchaser's refusal to accept up to 10 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 March 14, 2025.



**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, QUANTITY, 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 2022 Forest Management Standard under certificate number: BVC-SFIFM-018227.

**G-160.2 Agents**

The State's rights and duties will be exercised by the Region Manager at Forks, 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 address of record, 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/MBF

\$250.00/MBF for incorrect species delivery\*

\$20/mbf for Utility logs (Adjusted Gross).

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.

Purchaser will not be billed for any delivered logs that are scaled as containing metal.

\*When two or more log sorts from this project are delivered to the same destination, the species contained in them are not eligible for the species price reduction.

### **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 are considered mis-sorts. Purchaser receiving mis-sort Forest Products is required to pay the State at the bid price under this contract.

However, when mis-sorted Forest Products amount to more than 8% 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:

$$\text{Payment Reduction} = (B \times M) \times R$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-sorted volume exceeding threshold excluding utility

R = Reduction factor\*

0.2 for diameter mis-sort

0.3 for high quality mis-sort

\*Logs eligible for payment reduction based on multiple reduction factors will be calculated at the higher payment reduction factor.

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, sample scaling, 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 manufacturing standards as described in clause G-024.2 are considered mis-manufactured. Purchaser receiving mis-manufactured Forest Products is required to pay the State at the bid price under this contract.

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

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

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

$$\text{Payment Reduction} = (B \times M) \times (0.2)$$

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, sample scaling, 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-038.2 Average Log Length and Payment Reduction**

If the average log length for all logs delivered under this contract is less than the average log length specified in the table in clause G-024.2, The amount of allowable payment reduction shall be calculated by multiplying the payment rate in P-028.2 by the total volume delivered, and the difference between the average length of logs delivered and the average log length specified in G-024.2, times 1% as follows:

$$\text{Log Length Payment Reduction} = (B \times V \times L) \times (.01)$$

Where:

B = Bid rate from P-028.2 clause

V = total delivered log Volume

L = Length in feet below specified average (rounded to nearest 1/10th)

Average log length payment reductions calculated by the Purchaser must be approved by the State, prior to payment for the final billing period.

Third-party scaling organization information is required to determine Scribner mbf and Average log length for payment reduction purposes. Average log length is determined on a piece count basis. Value of log length price reduction will be derived from the applicable sort value as described in this contract.

Scale information for determining Average log length for payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for below average log lengths shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

#### **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 clause G-022.2 and manufacturing standards defined by clause 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 1 business day 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-080 Scaling Rules**

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

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

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

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

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

**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:

$$\text{Interest} = r \times \text{LD} \times N$$

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.

SIGNATURES

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

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

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
William Wells

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

Olympic Region Manager

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

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

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

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

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 \_\_\_\_\_

**STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES**

**LOG SALE AND PURCHASE CONTRACT**

**AGREEMENT NO. 30-0106411**

**SALE NAME: PISTOL PETE 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 into 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 July 24, 2024 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 PISTOL PETE SORTS Timber Sale described as parts of Section 1 in Township 29 North, Range 5 West, Sections 31 all in Township 30 North, Range 4 West, Sections 23, 24, and 36 all in Township 30 North, Range 5 West W.M., in Clallam 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
106411	4	DF Sawlog 20" + dib	

**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.

<b>Agreement No.</b>	<b>Sort #</b>	<b>Scaling Rule</b>
106411	04	WS

<b>Average Log Length</b>	<b>Preferred Log Lengths</b>
28	

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

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

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

**G-026.2 Log Delivery Destination**

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

Increased haul distance shall result in an increase in the P-028.2 log delivery payment rate in an amount to be calculated by the State. In no circumstance shall the payment



rate for delivered logs be reduced as a result of a state approved delivery destination or scaling or weighing facility change.

Purchaser may refuse loads delivered to the wrong destination.

#### **G-027.2 Log Delivery Schedule and Conditions**

- a. Delivery hours - Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.
- b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.
- c. Log Delivery Interruptions - Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026.2 and D-027.2 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.
- d. Required Acceptance of Daily Load Deliveries and Notification - If the State is harmed by purchaser's refusal to accept up to 10 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 March 14, 2025.

#### **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, QUANTITY, 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 2022 Forest Management Standard under certificate number: BVC-SFIFM-018227.

**G-160.2 Agents**

The State's rights and duties will be exercised by the Region Manager at Forks, 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 address of record, 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/MBF

\$250.00/MBF for incorrect species delivery\*

\$20/mbf for Utility logs (Adjusted Gross).

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.

Purchaser will not be billed for any delivered logs that are scaled as containing metal.

\*When two or more log sorts from this project are delivered to the same destination, the species contained in them are not eligible for the species price reduction.

**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 are considered mis-sorts. Purchaser receiving mis-sort Forest Products is required to pay the State at the bid price under this contract.

However, when mis-sorted Forest Products amount to more than 8% 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:

$$\text{Payment Reduction} = (B \times M) \times R$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-sorted volume exceeding threshold excluding utility

R = Reduction factor\*

0.2 for diameter mis-sort

0.3 for high quality mis-sort

\*Logs eligible for payment reduction based on multiple reduction factors will be calculated at the higher payment reduction factor.

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, sample scaling, 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 Mismatch 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 manufacturing standards as described in clause G-024.2 are considered mis-manufactured. Purchaser receiving mis-manufactured Forest Products is required to pay the State at the bid price under this contract.

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

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

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

$$\text{Payment Reduction} = (B \times M) \times (0.2)$$

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, sample scaling, 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-038.2 Average Log Length and Payment Reduction**

If the average log length for all logs delivered under this contract is less than the average log length specified in the table in clause G-024.2, The amount of allowable payment reduction shall be calculated by multiplying the payment rate in P-028.2 by the total volume delivered, and the difference between the average length of logs delivered and the average log length specified in G-024.2, times 1% as follows:

$$\text{Log Length Payment Reduction} = (B \times V \times L) \times (.01)$$

Where:

B = Bid rate from P-028.2 clause

V = total delivered log Volume

L = Length in feet below specified average (rounded to nearest 1/10th)

Average log length payment reductions calculated by the Purchaser must be approved by the State, prior to payment for the final billing period.

Third-party scaling organization information is required to determine Scribner mbf and Average log length for payment reduction purposes. Average log length is determined on a piece count basis. Value of log length price reduction will be derived from the applicable sort value as described in this contract.

Scale information for determining Average log length for payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for below average log lengths shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

**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 clause G-022.2 and manufacturing standards defined by clause 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 1 business day 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-080 Scaling Rules**

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

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

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

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

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

### **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 =  $r \times LD \times N$

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.

SIGNATURES

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

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

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
William Wells

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

Olympic Region Manager

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

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

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

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

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 \_\_\_\_\_

**STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES**

**LOG SALE AND PURCHASE CONTRACT**

**AGREEMENT NO. 30-0106412**

**SALE NAME: PISTOL PETE 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 into 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 July 24, 2024 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 PISTOL PETE SORTS Timber Sale described as parts of Section 1 in Township 29 North, Range 5 West, Section 31 in Township 30 North, Range 4 West, Sections 23, 24, and 36 all in Township 30 North, Range 5 West W.M., in Clallam 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
106412	5	RC Camprun 5" + dib	

**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
106412	05	WS

Average Log Length	Preferred Log Lengths
26	

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

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

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

#### **G-026.2 Log Delivery Destination**

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

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

Purchaser may refuse loads delivered to the wrong destination.

#### **G-027.2 Log Delivery Schedule and Conditions**

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

- b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.
- c. Log Delivery Interruptions - Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026.2 and D-027.2 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.
- d. Required Acceptance of Daily Load Deliveries and Notification - If the State is harmed by purchaser's refusal to accept up to 10 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 March 14, 2025.

**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, QUANTITY, 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 2022 Forest Management Standard under certificate number: BVC-SFIFM-018227.

**G-160.2 Agents**

The State's rights and duties will be exercised by the Region Manager at Forks, 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 address of record, 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/MBF

\$250.00/MBF for incorrect species delivery\*

\$20/mbf for Utility logs (Adjusted Gross).

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.

Purchaser will not be billed for any delivered logs that are scaled as containing metal.

\*When two or more log sorts from this project are delivered to the same destination, the species contained in them are not eligible for the species price reduction.

### **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 are considered mis-sorts. Purchaser receiving mis-sort Forest Products is required to pay the State at the bid price under this contract.

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

$$\text{Payment Reduction} = (B \times M) \times R$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-sorted volume exceeding threshold excluding utility

R = Reduction factor\*

0.2 for diameter mis-sort

0.3 for high quality mis-sort

\*Logs eligible for payment reduction based on multiple reduction factors will be calculated at the higher payment reduction factor.

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, sample scaling, 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 Mismatch 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 manufacturing standards as described in clause G-024.2 are considered mis-manufactured. Purchaser receiving mis-manufactured Forest Products is required to pay the State at the bid price under this contract.

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

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

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

$$\text{Payment Reduction} = (B \times M) \times (0.2)$$

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, sample scaling, 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-038.2 Average Log Length and Payment Reduction**

If the average log length for all logs delivered under this contract is less than the average log length specified in the table in clause G-024.2, The amount of allowable payment reduction shall be calculated by multiplying the payment rate in P-028.2 by the total volume delivered, and the difference between the average length of logs delivered and the average log length specified in G-024.2, times 1% as follows:



Log Length Payment Reduction =  $(B \times V \times L) \times (.01)$

Where:

B = Bid rate from P-028.2 clause

V = total delivered log Volume

L = Length in feet below specified average (rounded to nearest 1/10th)

Average log length payment reductions calculated by the Purchaser must be approved by the State, prior to payment for the final billing period.

Third-party scaling organization information is required to determine Scribner mbf and Average log length for payment reduction purposes. Average log length is determined on a piece count basis. Value of log length price reduction will be derived from the applicable sort value as described in this contract.

Scale information for determining Average log length for payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for below average log lengths shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

#### **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 clause G-022.2 and manufacturing standards defined by clause 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 1 business day 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-080 Scaling Rules**

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

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

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

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

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

**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:

$$\text{Interest} = r \times \text{LD} \times N$$

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.

SIGNATURES

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

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

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
William Wells

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

Olympic Region Manager

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

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

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

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

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 \_\_\_\_\_

**STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES**

**LOG SALE AND PURCHASE CONTRACT**

**AGREEMENT NO. 30-0106413**

**SALE NAME: PISTOL PETE SORT 06**

**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 into 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 July 24, 2024 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 PISTOL PETE SORTS Timber Sale described as parts of Section 1 in Township 29 North, Range 5 West, Sections 31 all in Township 30 North, Range 4 West, Sections 23, 24, and 36 all in Township 30 North, Range 5 West W.M., in Clallam 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
106413	6	Whitewood Sawlog 5" to 11" dib	

**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
106413	06	WS

Average Log Length	Preferred Log Lengths
28	

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

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

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

#### **G-026.2 Log Delivery Destination**

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

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

Purchaser may refuse loads delivered to the wrong destination.

#### **G-027.2 Log Delivery Schedule and Conditions**

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

- b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.
- c. Log Delivery Interruptions - Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026.2 and D-027.2 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.
- d. Required Acceptance of Daily Load Deliveries and Notification - If the State is harmed by purchaser's refusal to accept up to 10 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 March 14, 2025.

**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, QUANTITY, 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 2022 Forest Management Standard under certificate number: BVC-SFIFM-018227.

**G-160.2 Agents**

The State's rights and duties will be exercised by the Region Manager at Forks, 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 address of record, 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/MBF

\$250.00/MBF for incorrect species delivery\*

\$20/mbf for Utility logs (Adjusted Gross).

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.

Purchaser will not be billed for any delivered logs that are scaled as containing metal.

\*When two or more log sorts from this project are delivered to the same destination, the species contained in them are not eligible for the species price reduction.

### **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 are considered mis-sorts. Purchaser receiving mis-sort Forest Products is required to pay the State at the bid price under this contract.

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

$$\text{Payment Reduction} = (B \times M) \times R$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-sorted volume exceeding threshold excluding utility

R = Reduction factor\*

0.2 for diameter mis-sort

0.3 for high quality mis-sort

\*Logs eligible for payment reduction based on multiple reduction factors will be calculated at the higher payment reduction factor.

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, sample scaling, 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 manufacturing standards as described in clause G-024.2 are considered mis-manufactured. Purchaser receiving mis-manufactured Forest Products is required to pay the State at the bid price under this contract.

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

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

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

$$\text{Payment Reduction} = (B \times M) \times (0.2)$$

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, sample scaling, 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-038.2 Average Log Length and Payment Reduction**

If the average log length for all logs delivered under this contract is less than the average log length specified in the table in clause G-024.2, The amount of allowable payment reduction shall be calculated by multiplying the payment rate in P-028.2 by the total volume delivered, and the difference between the average length of logs delivered and the average log length specified in G-024.2, times 1% as follows:

$$\text{Log Length Payment Reduction} = (B \times V \times L) \times (.01)$$

Where:

B = Bid rate from P-028.2 clause

V = total delivered log Volume

L = Length in feet below specified average (rounded to nearest 1/10th)

Average log length payment reductions calculated by the Purchaser must be approved by the State, prior to payment for the final billing period.

Third-party scaling organization information is required to determine Scribner mbf and Average log length for payment reduction purposes. Average log length is determined on a piece count basis. Value of log length price reduction will be derived from the applicable sort value as described in this contract.

Scale information for determining Average log length for payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for below average log lengths shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

#### **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 clause G-022.2 and manufacturing standards defined by clause 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 1 business day 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-080 Scaling Rules**

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

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

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

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

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

**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:

$$\text{Interest} = r \times \text{LD} \times N$$

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.

SIGNATURES

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

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

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
William Wells

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

Olympic Region Manager

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

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

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

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

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 \_\_\_\_\_



**STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES**

**LOG SALE AND PURCHASE CONTRACT**

**AGREEMENT NO. 30-0106414**

**SALE NAME: PISTOL PETE 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 into 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 July 24, 2024 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 PISTOL PETE SORTS Timber Sale described as parts of Section 1 in Township 29 North, Range 5 West, Sections 31 all in Township 30 North, Range 4 West, Sections 23, 24, and 36 all in Township 30 North, Range 5 West W.M., in Clallam 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
106414	7	Whitewood Sawlog 12"+ dib	

**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
106414	07	WS

Average Log Length	Preferred Log Lengths
26	

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

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

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

#### **G-026.2 Log Delivery Destination**

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

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

Purchaser may refuse loads delivered to the wrong destination.

#### **G-027.2 Log Delivery Schedule and Conditions**

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

- b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.
- c. Log Delivery Interruptions - Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026.2 and D-027.2 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.
- d. Required Acceptance of Daily Load Deliveries and Notification - If the State is harmed by purchaser's refusal to accept up to 10 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 March 14, 2025.

**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, QUANTITY, 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 2022 Forest Management Standard under certificate number: BVC-SFIFM-018227.

**G-160.2 Agents**

The State's rights and duties will be exercised by the Region Manager at Forks, 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 address of record, 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/MBF

\$250.00/MBF for incorrect species delivery\*

\$20/mbf for Utility logs (Adjusted Gross).



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.

Purchaser will not be billed for any delivered logs that are scaled as containing metal.

\*When two or more log sorts from this project are delivered to the same destination, the species contained in them are not eligible for the species price reduction.

### **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 are considered mis-sorts. Purchaser receiving mis-sort Forest Products is required to pay the State at the bid price under this contract.

However, when mis-sorted Forest Products amount to more than 8% 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:

$$\text{Payment Reduction} = (B \times M) \times R$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-sorted volume exceeding threshold excluding utility

R = Reduction factor\*

0.2 for diameter mis-sort

0.3 for high quality mis-sort

\*Logs eligible for payment reduction based on multiple reduction factors will be calculated at the higher payment reduction factor.

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, sample scaling, 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 Mismatch 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 manufacturing standards as described in clause G-024.2 are considered mis-manufactured. Purchaser receiving mis-manufactured Forest Products is required to pay the State at the bid price under this contract.

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

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

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

$$\text{Payment Reduction} = (B \times M) \times (0.2)$$

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, sample scaling, 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-038.2 Average Log Length and Payment Reduction**

If the average log length for all logs delivered under this contract is less than the average log length specified in the table in clause G-024.2, The amount of allowable payment reduction shall be calculated by multiplying the payment rate in P-028.2 by the total volume delivered, and the difference between the average length of logs delivered and the average log length specified in G-024.2, times 1% as follows:

$$\text{Log Length Payment Reduction} = (B \times V \times L) \times (.01)$$

Where:

B = Bid rate from P-028.2 clause

V = total delivered log Volume

L = Length in feet below specified average (rounded to nearest 1/10th)

Average log length payment reductions calculated by the Purchaser must be approved by the State, prior to payment for the final billing period.

Third-party scaling organization information is required to determine Scribner mbf and Average log length for payment reduction purposes. Average log length is determined on a piece count basis. Value of log length price reduction will be derived from the applicable sort value as described in this contract.

Scale information for determining Average log length for payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for below average log lengths shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

#### **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 clause G-022.2 and manufacturing standards defined by clause 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 1 business day 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-080 Scaling Rules**

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

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

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

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

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

**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:

$$\text{Interest} = r \times \text{LD} \times N$$

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.

SIGNATURES

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

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

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
William Wells

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

Olympic Region Manager

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

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

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



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

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 \_\_\_\_\_

**STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES**

**LOG SALE AND PURCHASE CONTRACT**

**AGREEMENT NO. 30-0106415**

**SALE NAME: PISTOL PETE 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 into 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 April 24, 2024 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 PISTOL PETE SORTS Timber Sale described as parts of Section 1 in Township 29 North, Range 5 West, Sections 31 all in Township 30 North, Range 4 West, Sections 23, 24, and 36 all in Township 30 North, Range 5 West W.M., in Clallam 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
106415	8	Red Alder SL 6" + dib	

**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
106415	08	WS

Average Log Length	Preferred Log Lengths
26	

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

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

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

#### **G-026.2 Log Delivery Destination**

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

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

Purchaser may refuse loads delivered to the wrong destination.

#### **G-027.2 Log Delivery Schedule and Conditions**

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

- b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.
- c. Log Delivery Interruptions - Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026.2 and D-027.2 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.
- d. Required Acceptance of Daily Load Deliveries and Notification - If the State is harmed by purchaser's refusal to accept up to 10 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 March 14, 2025.

**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, QUANTITY, 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 2022 Forest Management Standard under certificate number: BVC-SFIFM-018227.

**G-160.2 Agents**

The State's rights and duties will be exercised by the Region Manager at Forks, 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 address of record, 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/MBF

\$250.00/MBF for incorrect species delivery\*

\$20/mbf for Utility logs (Adjusted Gross).

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.

Purchaser will not be billed for any delivered logs that are scaled as containing metal.

\*When two or more log sorts from this project are delivered to the same destination, the species contained in them are not eligible for the species price reduction.

### **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 are considered mis-sorts. Purchaser receiving mis-sort Forest Products is required to pay the State at the bid price under this contract.

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

$$\text{Payment Reduction} = (B \times M) \times R$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-sorted volume exceeding threshold excluding utility

R = Reduction factor\*

0.2 for diameter mis-sort

0.3 for high quality mis-sort

\*Logs eligible for payment reduction based on multiple reduction factors will be calculated at the higher payment reduction factor.

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, sample scaling, 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 manufacturing standards as described in clause G-024.2 are considered mis-manufactured. Purchaser receiving mis-manufactured Forest Products is required to pay the State at the bid price under this contract.

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

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

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

$$\text{Payment Reduction} = (B \times M) \times (0.2)$$

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, sample scaling, 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-038.2 Average Log Length and Payment Reduction**

If the average log length for all logs delivered under this contract is less than the average log length specified in the table in clause G-024.2, The amount of allowable payment reduction shall be calculated by multiplying the payment rate in P-028.2 by the total volume delivered, and the difference between the average length of logs delivered and the average log length specified in G-024.2, times 1% as follows:

$$\text{Log Length Payment Reduction} = (B \times V \times L) \times (.01)$$

Where:

B = Bid rate from P-028.2 clause

V = total delivered log Volume

L = Length in feet below specified average (rounded to nearest 1/10th)

Average log length payment reductions calculated by the Purchaser must be approved by the State, prior to payment for the final billing period.

Third-party scaling organization information is required to determine Scribner mbf and Average log length for payment reduction purposes. Average log length is determined on a piece count basis. Value of log length price reduction will be derived from the applicable sort value as described in this contract.

Scale information for determining Average log length for payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for below average log lengths shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

#### **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 clause G-022.2 and manufacturing standards defined by clause 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 1 business day 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-080 Scaling Rules**

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

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

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

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

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

**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:

$$\text{Interest} = r \times \text{LD} \times N$$

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.



SIGNATURES

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

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

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
William Wells

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

Olympic Region Manager

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

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

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

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

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 \_\_\_\_\_

**STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES**

**LOG SALE AND PURCHASE CONTRACT**

**AGREEMENT NO. 30-0106416**

**SALE NAME: PISTOL PETE 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 into 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 July 24, 2024 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 PISTOL PETE SORTS Timber Sale described as parts of Section 1 in Township 29 North, Range 5 West, Sections 31 all in Township 30 North, Range 4 West, Sections 23, 24, and 36 all in Township 30 North, Range 5 West W.M., in Clallam 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
106416	9	Conifer Pulp 2" + dib	

**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
106416	09	WS

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.

#### **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 10 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 March 14, 2025.

**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, QUANTITY, 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 2022 Forest Management Standard under certificate number: BVC-SFIFM-018227.

**G-160.2 Agents**

The State's rights and duties will be exercised by the Region Manager at Forks, 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 address of record, 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.

Purchaser will not be billed for any delivered logs that are scaled as containing metal.

### **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 are considered mis-sorts. Purchaser receiving mis-sort Forest Products is required to pay the State at the bid price under this contract.

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

$$\text{Payment Reduction} = (B \times M) \times R$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-sorted volume exceeding threshold excluding utility

R = Reduction factor\*

0.2 for diameter mis-sort

0.3 for high quality mis-sort

\*Logs eligible for payment reduction based on multiple reduction factors will be calculated at the higher payment reduction factor.

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, sample scaling, 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 Mismatch 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 manufacturing standards as described in clause G-024.2 are considered mis-manufactured. Purchaser receiving mis-manufactured Forest Products is required to pay the State at the bid price under this contract.

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

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

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

$$\text{Payment Reduction} = (B \times M) \times (0.2)$$

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, sample scaling, 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 clause G-022.2 and manufacturing standards defined by clause 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 1 business day 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-080 Scaling Rules**

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

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

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

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

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

**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:

$$\text{Interest} = r \times LD \times N$$

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.

SIGNATURES

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

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

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
William Wells  
Olympic Region Manager

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

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

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

Address:

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

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 \_\_\_\_\_

**STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES**

**LOG SALE AND PURCHASE CONTRACT**

**AGREEMENT NO. 30-0106417**

**SALE NAME: PISTOL PETE SORT 10**

**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 into 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 July 24, 2023 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 PISTOL PETE SORTS Timber Sale described as parts of Section 1 in Township 29 North, Range 5 West, Sections 31 all in Township 30 North, Range 4 West, Sections 23, 24, and 36 all in Township 30 North, Range 5 West W.M., in Clallam 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:

<b>Agreement No.</b>	<b>Sort #</b>	<b>Description</b>	<b>Destination</b>
106417	10	Hardwood Pulp 2"+ dib	

#### **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
106417	10	WS

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.

#### **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 10 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 March 14, 2025.

**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, QUANTITY, 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 2022 Forest Management Standard under certificate number: BVC-SFIFM-018227.

**G-160.2 Agents**

The State's rights and duties will be exercised by the Region Manager at Forks, 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 address of record, 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.

Purchaser will not be billed for any delivered logs that are scaled as containing metal.

### **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 are considered mis-sorts. Purchaser receiving mis-sort Forest Products is required to pay the State at the bid price under this contract.

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

$$\text{Payment Reduction} = (B \times M) \times R$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-sorted volume exceeding threshold excluding utility

R = Reduction factor\*

0.2 for diameter mis-sort

0.3 for high quality mis-sort

\*Logs eligible for payment reduction based on multiple reduction factors will be calculated at the higher payment reduction factor.

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, sample scaling, 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 Mismatch 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 manufacturing standards as described in clause G-024.2 are considered mis-manufactured. Purchaser receiving mis-manufactured Forest Products is required to pay the State at the bid price under this contract.

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

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

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

$$\text{Payment Reduction} = (B \times M) \times (0.2)$$

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, sample scaling, 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 clause G-022.2 and manufacturing standards defined by clause 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 1 business day 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-080 Scaling Rules**

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

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

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

Forest Product measurement and weighing facilities required by this contract must be approved by the State. Forest products sold under the contract which require log scaling shall be scaled, measured, or counted by a State approved third party log scaling

organization. Forest products sold under the contract which require weighing shall be weighed at a location that meets Washington State Department of Agriculture approval.

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

## **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:

$$\text{Interest} = r \times LD \times N$$

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.

SIGNATURES

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

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

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
William Wells

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

Olympic Region Manager

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

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

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

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

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 \_\_\_\_\_

**STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES**

**LOG SALE AND PURCHASE CONTRACT**

**AGREEMENT NO. 30-0106418**

**SALE NAME: PISTOL PETE SORT 11**

**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 into 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 July 24, 2024 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 PISTOL PETE SORTS Timber Sale described as parts of Section 1 in Township 29 North, Range 5 West, Sections 31 all in Township 30 North, Range 4 West, Sections 23, 24, and 36 all in Township 30 North, Range 5 West W.M., in Clallam 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
106418	11	DF Poles 35'+	

**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
106418	11	WS

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.

#### **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 10 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 March 14, 2025.

**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, QUANTITY, 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 2022 Forest Management Standard under certificate number: BVC-SFIFM-018227.

**G-160.2 Agents**

The State's rights and duties will be exercised by the Region Manager at Forks, 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 address of record, 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/MBF

\$250.00/MBF for incorrect species delivery\*

\$20/mbf for Utility logs (Adjusted Gross).

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.

Purchaser will not be billed for any delivered logs that are scaled as containing metal.

\*When two or more log sorts from this project are delivered to the same destination, the species contained in them are not eligible for the species price reduction.

#### **P-035.2 Missorts and Payment Reduction for Delivered Poles**

Poles delivered that do not meet the sorting specifications in G-022.2 and poles not meeting ANSI specifications (American National Standard Specifications and Dimensions for Wood Poles), in force at the time of signing this contract may be considered missorts. The purchaser must immediately notify the Contract Administrator upon receiving potential missorts and set aside the missort poles for DNR inspection unless otherwise directed by the Contract Administrator in writing.

Purchaser is required to pay the State for missorted poles at the Purchaser's bid price listed in clause P-028.2 'Payment for Logs Delivered' of this contract. However, the Purchaser may become eligible for missort pole payment reduction by notifying the State in writing prior to contract expiration. Final determination of eligibility for payment reduction of Purchaser identified missorted poles is subject to DNR approval.

Delivered poles approved as missort(s) by DNR shall be rescaled at purchaser's expense by a third party scaling organization unless the original third party scaling documentation is applicable and available.

Purchaser agrees to pay the State for delivered poles eligible for missort payment reduction at the following rate:

\$550 / mbf

Payment reductions approved by DNR shall be applied at the end of deliveries.

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

#### **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 are considered mis-sorts. Purchaser receiving mis-sort Forest Products is required to pay the State at the bid price under this contract.

However, when mis-sorted Forest Products amount to more than 8% 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:

$$\text{Payment Reduction} = (B \times M) \times R$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-sorted volume exceeding threshold excluding utility

R = Reduction factor\*

0.2 for diameter mis-sort

0.3 for high quality mis-sort

\*Logs eligible for payment reduction based on multiple reduction factors will be calculated at the higher payment reduction factor.

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, sample scaling, 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 Mismatch 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 manufacturing standards as described in clause G-024.2 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 8% 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:

$$\text{Payment Reduction} = (B \times M) \times (0.2)$$

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, sample scaling, 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-038.2 Average Log Length and Payment Reduction**

If the average log length for all logs delivered under this contract is less than the average log length specified in the table in clause G-024.2, The amount of allowable payment reduction shall be calculated by multiplying the payment rate in P-028.2 by the total volume delivered, and the difference between the average length of logs delivered and the average log length specified in G-024.2, times 1% as follows:

$$\text{Log Length Payment Reduction} = (B \times V \times L) \times (.01)$$

Where:

B = Bid rate from P-028.2 clause

V = total delivered log Volume

L = Length in feet below specified average (rounded to nearest 1/10th)

Average log length payment reductions calculated by the Purchaser must be approved by the State, prior to payment for the final billing period.

Third-party scaling organization information is required to determine Scribner mbf and Average log length for payment reduction purposes. Average log length is determined on a piece count basis. Value of log length price reduction will be derived from the applicable sort value as described in this contract.

Scale information for determining Average log length for payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for below average log lengths shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

#### **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 clause G-022.2 and manufacturing standards defined by clause 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 1 business day 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-080 Scaling Rules**

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

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

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

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

Prior to forest products being hauled, the Contract Administrator must authorize in writing the use of State approved measurement and/or weighing facilities that are at or enroute to final destinations. Forest products from this sale shall be measured or

weighed at facilities, which are currently approved for use by the State and are currently authorized for this sale. The State reserves the right to verify load volume and weights with State employees or contractors at the State's own expense. The State reserves the right to revoke the authorization of previously approved measurement locations.

## **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:

$$\text{Interest} = r \times LD \times N$$

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.

SIGNATURES

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

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

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
William Wells  
Olympic Region Manager

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

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

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

Address:

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

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 \_\_\_\_\_

**STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES**

**LOG SALE AND PURCHASE CONTRACT**

**AGREEMENT NO. 30-0106419**

**SALE NAME: PISTOL PETE SORT 12**

**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 into 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 July 24, 2024 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 PISTOL PETE SORTS Timber Sale described as parts of Section 1 in Township 29 North, Range 5 West, Section 31 in Township 30 North, Range 4 West, Sections 23, 24, and 36 all in Township 30 North, Range 5 West W.M., in Clallam 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
106419	12	Redcedar Poles 35' +	

**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
106419	12	WS

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.

#### **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 5 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 March 14, 2025.

**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, QUANTITY, 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 2022 Forest Management Standard under certificate number: BVC-SFIFM-018227.

**G-160.2 Agents**

The State's rights and duties will be exercised by the Region Manager at Forks, 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 address of record, 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/MBF

\$250.00/MBF for incorrect species delivery\*

\$20/mbf for Utility logs (Adjusted Gross).

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.

Purchaser will not be billed for any delivered logs that are scaled as containing metal.

\*When two or more log sorts from this project are delivered to the same destination, the species contained in them are not eligible for the species price reduction.

### **P-035.2 Missorts and Payment Reduction for Delivered Poles**

Poles delivered that do not meet the sorting specifications in G-022.2 and poles not meeting ANSI specifications (American National Standard Specifications and Dimensions for Wood Poles), in force at the time of signing this contract may be considered missorts. The purchaser must immediately notify the Contract Administrator upon receiving potential missorts and set aside the missort poles for DNR inspection unless otherwise directed by the Contract Administrator in writing.

Purchaser is required to pay the State for missorted poles at the Purchaser's bid price listed in clause P-028.2 'Payment for Logs Delivered' of this contract. However, the Purchaser may become eligible for missort pole payment reduction by notifying the State in writing prior to contract expiration. Final determination of eligibility for payment reduction of Purchaser identified missorted poles is subject to DNR approval.

Delivered poles approved as missort(s) by DNR shall be rescaled at purchaser's expense by a third party scaling organization unless the original third party scaling documentation is applicable and available.

Purchaser agrees to pay the State for delivered poles eligible for missort payment reduction at the following rate:

\$900.00 / mbf

Payment reductions approved by DNR shall be applied at the end of deliveries.

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

### **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 are considered mis-sorts. Purchaser receiving mis-sort Forest Products is required to pay the State at the bid price under this contract.

However, when mis-sorted Forest Products amount to more than 8% 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:

$$\text{Payment Reduction} = (B \times M) \times R$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-sorted volume exceeding threshold excluding utility

R = Reduction factor\*

0.2 for diameter mis-sort

0.3 for high quality mis-sort

\*Logs eligible for payment reduction based on multiple reduction factors will be calculated at the higher payment reduction factor.

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, sample scaling, 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 manufacturing standards as described in clause G-024.2 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 8% 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:

$$\text{Payment Reduction} = (B \times M) \times (0.2)$$

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, sample scaling, 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-038.2 Average Log Length and Payment Reduction**

If the average log length for all logs delivered under this contract is less than the average log length specified in the table in clause G-024.2, The amount of allowable payment reduction shall be calculated by multiplying the payment rate in P-028.2 by the total volume delivered, and the difference between the average length of logs delivered and the average log length specified in G-024.2, times 1% as follows:

$$\text{Log Length Payment Reduction} = (B \times V \times L) \times (.01)$$

Where:

B = Bid rate from P-028.2 clause

V = total delivered log Volume

L = Length in feet below specified average (rounded to nearest 1/10th)

Average log length payment reductions calculated by the Purchaser must be approved by the State, prior to payment for the final billing period.

Third-party scaling organization information is required to determine Scribner mbf and Average log length for payment reduction purposes. Average log length is determined on a piece count basis. Value of log length price reduction will be derived from the applicable sort value as described in this contract.

Scale information for determining Average log length for payment reduction eligibility must be obtained from roll-out scale. Truck-ramp, sample scaling, and/or bundle scaling information is not acceptable for determining eligibility.

Purchaser's exclusive remedy for below average log lengths shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

#### **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 clause G-022.2 and manufacturing standards defined by clause 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 1 business day 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-080 Scaling Rules**

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

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

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

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



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

## **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:

$$\text{Interest} = r \times LD \times N$$

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.

SIGNATURES

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

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

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

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

\_\_\_\_\_  
William Wells  
Olympic Region Manager

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

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

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

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 \_\_\_\_\_

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

**HARVESTING SERVICES CONTRACT  
SEALED BID FORM**

\_\_\_\_\_  
(Print Project Name)

\_\_\_\_\_  
(Agreement No.)

\_\_\_\_\_  
(Print Company Name)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(Business Telephone Number)

\_\_\_\_\_  
(City, State and Zip Code)

\_\_\_\_\_  
(email address)

\*\*\*\*\*

**To meet Harvesting obligations, I bid the following On Board Truck (OBT) rate:**

(Bidder must check box for appropriate project payment method. See RFQ section 1.05 and 2.06)

- \$/Ton of timber harvested and delivered.**  
 **\$/mbf of timber harvested and delivered.**

**And to meet pole sort Harvesting obligations, I bid the following OBT rate:**

(Bidder must check box for appropriate project payment method. See RFQ section 1.05 and 2.06)

- \$/Ton of poles harvested and delivered.**  
 **\$/mbf of poles harvested and delivered.**

“Does Not Apply” to projects with no pole sorts identified. Refer to RFQ section 2.06.

**To meet Hauling obligations, I bid:**

**Hauling Bid Factor**  
(format to 3 decimal places ie 0.000)

Hauling Services Payment calculation explained in RFQ section 1.05.  
Actual “live-load” weights used to determine payment for hauling sorts designated as “tonnage”. Sorts designated as “MBF” will use calculated tonnage based on the DNR’s advertised “tons/mbf conversion factor specific for each sort unless actual tonnage is available and approved for use.

- Road costs for this project are biddable. Road Cost Proposal Form must be completed and submitted as part of bid package.**

/

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

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

\*\*\*\*\*

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

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

/

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

\*\*\*\*\*

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

\_\_\_\_\_  
(Signature of authorized representative submitting this bid)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print name and title of authorized representative signing bid)





**EXHIBIT G**

Road	Type	Stations/Each	Work Type Completion	Contractor Proposed Stations	Engineers Estimate	Contractors Price per Station (\$)	Estimated Total
PA-F-3100	Pre-haul Maint.	40.90	Required		257.86	per Station	\$ 10,546.47
PA-F-3100	Pre-haul Maint.	2.35	Optional		144.25	per Station	\$ 338.99
PA-F-3120	Reconstruction	1.25	Optional		191.23	per Station	\$ 239.04
PA-F-3125	Reconstruction	2.15	Optional		1,021.66	per Station	\$ 2,196.57
PA-F-3125	Reconstruction	13.05	Required		1,580.85	per Station	\$ 20,630.09
PA-F-3125 Wye	Construction	2.00	Optional		1,424.61	per Station	\$ 2,849.22
PA-F-3125.1	Construction	5.30	Required		2,247.76	per Station	\$ 11,913.13
Transfer Station Spur	Pre-haul Maint.	2.70	Required		1,776.25	per Station	\$ 4,795.88
1+35 Spur	Construction	1.35	Optional		1,594.57	per Station	\$ 2,152.67
Blue Emery Spur 1	Reconstruction	5.00	Required		4,039.50	per Station	\$ 20,197.50
Blue Emery Spur 1.1	Construction	4.85	Required		2,389.62	per Station	\$ 11,589.66
Blue Emery Spur 1.1	Construction	3.00	Optional		1,706.19	per Station	\$ 5,118.57
Blue Emery Spur 2	Pre-haul Maint.	1.00	Required		1,736.88	per Station	\$ 1,736.88
PA-F-3200	Pre-haul Maint.	55.40	Required		213.47	per Station	\$ 11,826.24
PA-F-3200	Pre-haul Maint.	26.25	Optional		284.95	per Station	\$ 7,479.94
PA-F-3210	Pre-haul Maint.	60.05	Required		136.67	per Station	\$ 8,207.03
PA-F-3080	Pre-haul Maint.	41.40	Required		374.00	per Station	\$ 15,483.60
PA-F-3080	Construction	32.00	Required		3,719.45	per Station	\$ 119,022.40
PA-F-3081	Construction	14.70	Required		3,006.41	per Station	\$ 44,194.23
2+05 Spur	Construction	2.05	Required		1,879.12	per Station	\$ 3,852.20
PA-F-3084	Construction	7.50	Optional		2,301.18	per Station	\$ 17,258.85
PA-F-3085	Construction	5.50	Optional		2,496.25	per Station	\$ 13,729.38
ALL ROADS	Post Haul Maint.	327.40	Required		115.31	Lump Sum	\$ 37,752.59
Decommission		2.35	Required		542.10	per Station	\$ 1,273.94
Pitwork		1.00	Optional			Lump Sum	\$ 40,000.00

**Engineers Estimate \$ 414,385.04**



**WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES**  
**FOREST EXCISE TAX ROAD SUMMARY SHEET**

**Region:**

**Timber Sale Name:**

**Application Number:**

**EXCISE TAX APPLICABLE ACTIVITIES**

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

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

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

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

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

**EXCISE TAX EXEMPT ACTIVITIES**

**Temporary Construction:** **linear feet**  
*Roads to be constructed (optional and required) and then abandoned*

**Temporary Reconstruction:** **linear feet**  
*Roads to be reconstructed (optional and required) and then abandoned*

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

(Revised 9/18)

## PRE-CRUISE NARRATIVE

Sale Name: <b>Pistol Pete Sorts</b>	Region: <b>Olympic</b>
Agreement #: <b>30-104814</b>	District: <b>Straits</b>
Contact Forester: <b>Jeremy Brown</b> Phone / Location: <b>(360) 391-5976</b>	County(s): <b>Clallam</b>
Alternate Contact: <b>Haley Weir</b> Phone / Location: <b>(360) 640-3308</b>	Other information:

Type of Sale: Log Sort (Contract harvest)	
Harvest System: Ground based	100%

### UNIT ACREAGES AND METHOD OF DETERMINATION:

Unit #  Harvest R/W or RMZ WMZ	Legal Description (Enter only one legal for each unit) <b>Sec/Twp/Rng</b>	Grant or Trust	Gross Proposal Acres	Deductions from Gross Acres (No harvest acres)				Net Harvest Acres	Acreage Determinatio n  (List method and error of closure if applicable)
				RMZ/ WMZ Acres	Leave Tree Acres	Existing Road Acres	Other Acres (describe)		
1	S24, T30NR05W	01	18.2	6	1			11.2	GPS (Garmin)
2	S24, T30NR05W	01	33.1	5.6	1.3			26.2	GPS (Garmin)
3	S24, T30NR05W	01	9.4			0.2		9.2	GPS (Garmin)
4	S31, T30NR04W	01	18.9		0.9			18	GPS (Garmin)
5	S36, T30NR05W	01	97	34.6	4.3			58.1	GPS (Garmin)
6	S1, T29NR05W	01	12.4	5	0.6			6.8	GPS (Garmin)
7	S1, T29NR05W	01	3.7					3.7	GPS (Garmin)
8	S1, T29NR05W	01	8.4	5	0.1			3.3	GPS (Garmin)
9	S23, T30NR05W	01	8.4	6				2.4	GPS (Garmin)
10 ROW	S1, T29NR05W	01	0.4					0.4	GPS (Garmin)
11	S23, T30NR05W	01	1.3	0.9				0.4	GPS (Garmin)

12	S23, T30NR05W	01	5.2					5.2	GPS (Garmin)
13 ROW	S24, T30NR05W	01	0.4					0.4	GPS (Garmin)
14 ROW	S24, T30NR05W	01	1.7					1.7	GPS (Garmin)
15 ROW	S24, T30NR05W	01	2.1					2.1	GPS (Garmin)
<b>TOTAL ACRES</b>			<b>220.6</b>	<b>63.1</b>	<b>8.2</b>	<b>0.2</b>	<b>0</b>	<b>149.1</b>	

**HARVEST PLAN AND SPECIAL CONDITIONS:**

<b>Unit #</b>	<b>Harvest Prescription: (Leave, take, paint color, tags, flagging etc.)</b>	<b>Special Management areas:</b>	<b>Other conditions (# leave trees, etc.)</b>
1	<p><b>VRH</b> Unit Boundaries are marked with white Timber Sale Boundary tags, pink flagging, pink flashers and blue paint; or just pink flagging along timber type changes.</p> <p>Two Leave Tree Areas are marked with yellow Leave Tree Area tags, pink flagging, pink flashers and blue paint. Individual Leave Trees are marked with blue rings; single-ringed trees are tradeable while double-ringed trees are non-tradeable.</p>	<p>Unit 14 ROW ties into this unit from the south and is delineated at the tie-in with double orange Right-of-Way tags, pink flagging, pink flashers and blue paint.</p>	<p><b>Leave Trees</b> Individual Leave Trees: 28</p> <p>Leave Tree Areas: 70</p>
2	<p><b>VRH</b> Unit Boundaries are marked with white Timber Sale Boundary tags, pink flagging, pink flashers and blue paint; or just pink flagging along timber type changes.</p> <p>Property Boundaries are marked with single painted red rings along the last row of harvestable trees.</p> <p>Three Leave Tree Areas are marked with yellow Leave Tree Area tags, pink flagging, pink flashers and blue paint. Individual Leave Trees are marked with blue rings; single-ringed trees are</p>	<p>Unit 13 ROW ties into this unit from the east and is delineated at the tie-in with double orange Right-of-Way tags, pink flagging, pink flashers and blue paint.</p>	<p><b>Leave Trees</b> Individual Leave Trees: 51</p> <p>Leave Tree Areas: 175</p>

	tradeable while double-ringed trees are non-tradeable.		
3	<p><b>VRH</b>  Unit Boundaries are marked with white Timber Sale Boundary tags, pink flagging, pink flashers and blue paint. The PA-F-3100 running east-west just north of the unit serves as a unit boundary; no trees north of this road can be harvested as a part of this unit's prescription. Individual Leave Trees are marked with blue rings; single-ringed trees are tradeable.</p>		<p><b>Leave Trees</b>  Individual Leave Trees: 75</p> <p>Leave Tree Areas: 0</p>
4	<p><b>VRH</b>  Unit Boundaries are marked with white Timber Sale Boundary tags, pink flagging, pink flashers and blue paint; or just pink flagging along timber type changes. The PA-F-3210 running north-south just west of the unit serves as a unit boundary unless otherwise specified through other means; no trees west of this road can be harvested as a part of this unit's prescription. Two Leave Tree Areas are marked with yellow Leave Tree Area tags, pink flagging, pink flashers and blue paint. Individual Leave Trees are marked with blue rings; single-ringed trees are tradeable while double-ringed trees are non-tradeable.</p>		<p><b>Leave Trees</b>  Individual Leave Trees: 46</p> <p>Leave Tree Areas: 109</p>
5	<p><b>VRH</b>  Unit Boundaries are marked with white Timber Sale Boundary tags, pink flagging, pink flashers and blue paint. Property Boundaries are marked with single painted red rings along the last row of harvestable trees.</p>		<p><b>Leave Trees</b>  Individual Leave Trees: 124</p> <p>Leave Tree Areas: 350</p>

	<p>Three Leave Tree Areas are marked with yellow Leave Tree Area tags, pink flagging, pink flashers and blue paint. Individual Leave Trees are marked with blue rings; single-ringed trees are tradeable while double-ringed trees are non-tradeable.</p>		
6	<p><b>VRH</b>  Unit Boundaries are marked with white Timber Sale Boundary tags, pink flagging, pink flashers and blue paint; or just pink flagging along timber type changes. The property line along the southern boundary of this unit is also delineated with pink flagging on trees and fence posts.  The change in unit prescription between Unit 6 and 7 is marked with blue Special Management Unit Boundary tags, double pink flagging, pink flashers and blue paint; note that this boundary is more intermittently posted than the Timber Sale Boundary tags.  One singular Leave Tree Area is marked with yellow Leave Tree Area tags, pink flagging, pink flashers and blue paint. Individual Leave Trees are marked with blue rings; single-ringed trees are tradeable while double-ringed trees are non-tradeable.</p>		<p><b>Leave Trees</b>  Individual Leave Trees:  18</p> <p>Leave Tree Areas:  39</p>
7	<p><b>VDT</b>  Unit Boundaries are marked with white Timber Sale Boundary tags, pink flagging, pink flashers and blue paint; or just pink flagging along timber type changes.  The change in unit prescription between Unit 6 and 7 is marked with blue Special Management Unit Boundary tags, double pink flagging, pink flashers and blue paint; note that this boundary is more</p>		N/A

	intermittently posted than the Timber Sale Boundary tags.		
8	<p><b>VRH</b>  Unit Boundaries are marked with white Timber Sale Boundary tags, pink flagging, pink flashers and blue paint. The property line along the southern boundary of this unit is delineated with pink flagging on trees and fence posts. The property line along the eastern boundary of this unit is marked with singly painted red rings along the last row of harvestable trees. One singular Leave Tree Area is marked with yellow Leave Tree Area tags, pink flagging, pink flashers and blue paint. Individual Leave Trees are marked with blue rings; single-ringed trees are tradeable while double-ringed trees are non-tradeable.</p>		<p><b>Leave Trees</b>  Individual Leave Trees: 17</p> <p>Leave Tree Areas: 12</p>
9	<p><b>VRH</b>  Unit Boundaries are marked with white Timber Sale Boundary tags, pink flagging, pink flashers and blue paint. Individual Leave Trees are marked with blue rings; single-ringed trees are tradeable.</p>		<p><b>Leave Trees</b>  Individual Leave Trees: 18</p> <p>Leave Tree Areas: 0</p>
10 ROW	<p><b>ROW</b>  The ROW boundary is marked with orange Right-of-Way Boundary tags, pink flagging, pink flashers and blue paint; this line is observed only along the northern boundary of the unit, and ties into Timber Sale Boundary tags along Units 6 and 8. The southern boundary is delineated with pink flagging on trees and fence posts.</p>		N/A
11	<b>VRH</b>		<p><b>Leave Trees</b>  Individual Leave Trees:</p>

	<p>Unit Boundaries are marked with white Timber Sale Boundary tags, pink flagging, pink flashers and blue paint. Transfer Station Road, Transfer Station Road_213 and Blue Mountain Road to the south, west and east of the unit respectively serve as unmarked unit boundaries.</p> <p>Individual Leave Trees are marked with blue rings; single-ringed trees are tradeable while double-ringed trees are non-tradeable.</p>		<p>8</p> <p>Leave Tree Areas: 0</p>
12	<p><b>VRH</b> Unit Boundaries are marked with white Timber Sale Boundary tags, pink flagging, pink flashers and blue paint; or just pink flagging along timber type changes.</p> <p>Property Boundaries are marked with single painted red rings along the last row of harvestable trees.</p> <p>Individual Leave Trees are marked with blue rings; single-ringed trees are tradeable while double-ringed trees are non-tradeable.</p>		<p><b>Leave Trees</b> Individual Leave Trees: 42</p> <p>Leave Tree Areas: 0</p>
13 ROW	<p><b>ROW</b> Right-of-Way Boundaries are marked with orange Right-of-Way Boundary tags, pink flagging, pink flashers and blue paint.</p> <p>Individual trees marked with two rings of orange paint are designated as cut and leave trees.</p>		N/A
14 ROW	<p><b>ROW</b> Right-of-Way Boundaries are marked with orange Right-of-Way Boundary tags, pink flagging, pink flashers and blue paint.</p>		N/A



15 ROW	<b>ROW</b> Right-of-Way Boundaries are marked with orange Right-of-Way Boundary tags, pink flagging, pink flashers and blue paint.		N/A
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**OTHER PRE-CRUISE INFORMATION:**

Unit #	Primary,secondary Species / Estimated Volume (MBF)	Access information (Gates, locks, etc.)	Photos, traverse maps required
1	DF and WRC 58.6 MBF	Directly adjacent to Blue Mountain Road; southeast of Blue Mountain Transfer Station.	See attached PDFs.
2	DF and WRC 612.1 MBF	PA-F-3100 onto PA-F-3120 off Blue Mountain Road; AA1 key required.	See attached PDFs.
3	DF 276.6 MBF	PA-F-3100 off Blue Mountain Road; AA1 key required.	See attached PDFs.
4	DF & WRC 475.4 MBF	PA-F-3200 onto PA-F-3210 off Blue Mountain Road; AA1 key required.	See attached PDFs.
5	DF and WRC 1302.0 MBF	PA-F-3080/3082 off Gellor Road from Blue Mountain Road.	See attached PDFs.
6	DF & WRC 296.3 MBF	PA-F-3080/3082 off Gellor Road from Blue Mountain Road.	See attached PDFs.
7	DF & WRC 157.5 MBF	PA-F-3080/3082 off Gellor Road from Blue Mountain Road.	See attached PDFs.
8	DF & WRC 206.4 MBF	PA-F-3080/3082 off Gellor Road from Blue Mountain Road.	See attached PDFs.
9	DF 47.8 MBF	Transfer Station Road off Blue Mountain Road; AA1 key required except on Tuesdays and Thursdays during standard working hours.	See attached PDFs.
10 ROW	RA & WRC 0.9 MBF	PA-F-3080/3082 off Gellor Road from Blue Mountain Road; connects Units 6 and 8 along a fenced private property line.	See attached PDFs.
11	DF 3.9 MBF	Transfer Station Road off Blue Mountain Road; AA1 key required except on Tuesdays and Thursdays during standard working hours.	See attached PDFs.
12	DF and WRC 151.7 MBF	Directly adjacent to Blue Mountain Road; south of Blue Mountain Transfer Station.	See attached PDFs.
13 ROW	DF & RA 2.4 MBF	PA-F-3100 onto PA-F-3100_4335 off Blue Mountain Road; AA1 key required; ties into Unit 2 from the east.	See attached PDFs.
14 ROW	GF 1.1 MBF	Directly adjacent to Blue Mountain Road; ties into Unit 2 from the south.	See attached PDFs.

15 ROW	DF 3.9 MBF	PA-F-3200 onto PA-F-3210 off Blue Mountain Road; AA1 key required.	See attached PDFs.
<b>TOTAL MBF</b>	<b>3,596.6 MBF</b>		

**REMARKS:**

The PA-F-3080 to reach units 6, 7, 8, 10 and 5 is an easement through private property. About a quarter of a mile onto the road, a landowner has an awning partially intersecting the road.

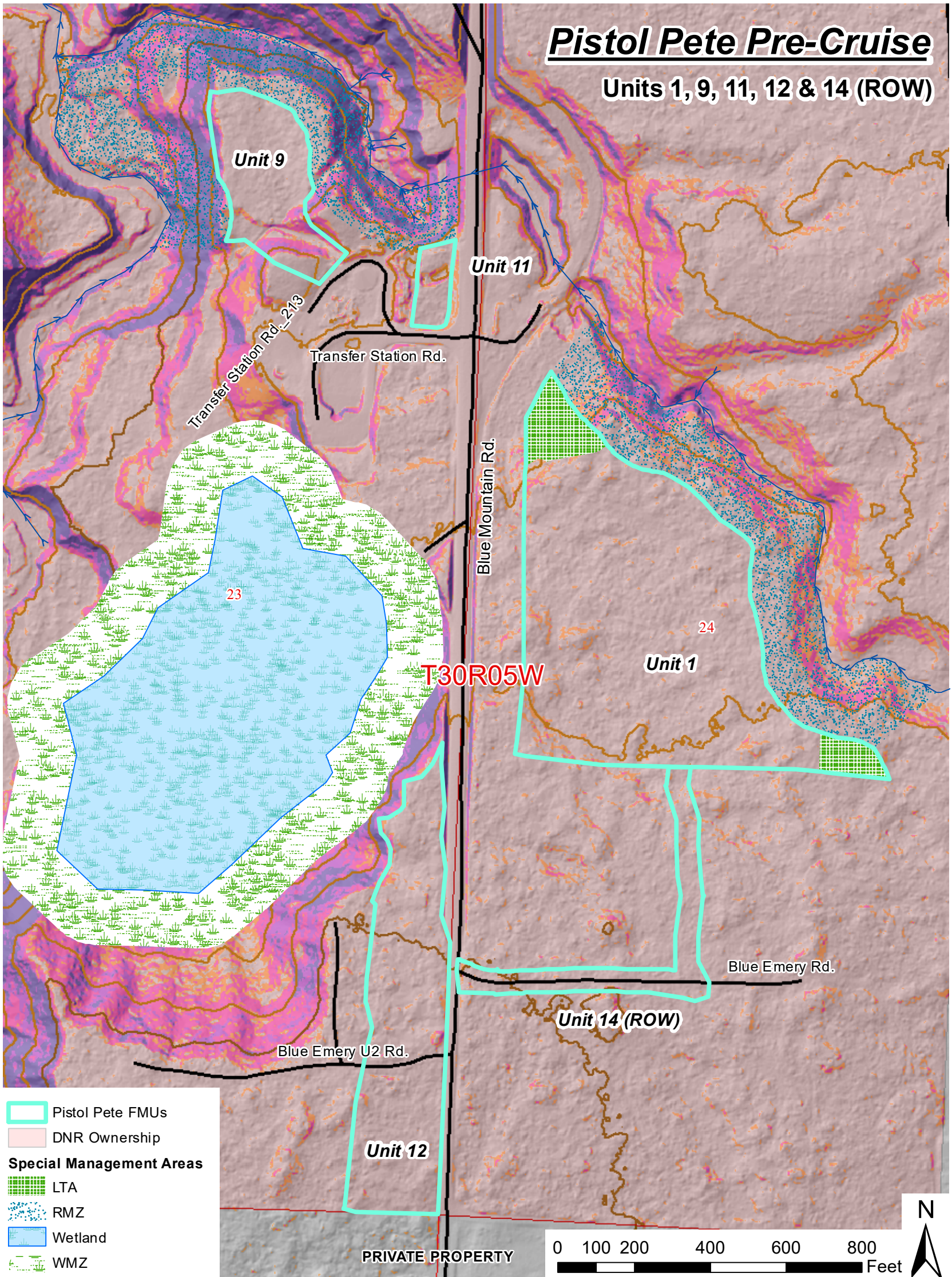
Root rot has been observed intermittently throughout units 2, 3, 5, 6, 7 and 9.

Unit 5 has interspersed areas of blowdown and many rotted logs on the forest floor.

<b>Prepared By:</b> Dylen Siepka <b>Date:</b> 11/6/2023	<b>Title:</b> Forester 1	<b>CC:</b> Cody Pagel
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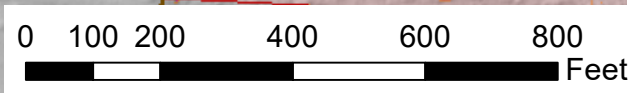
# Pistol Pete Pre-Cruise

Units 1, 9, 11, 12 & 14 (ROW)



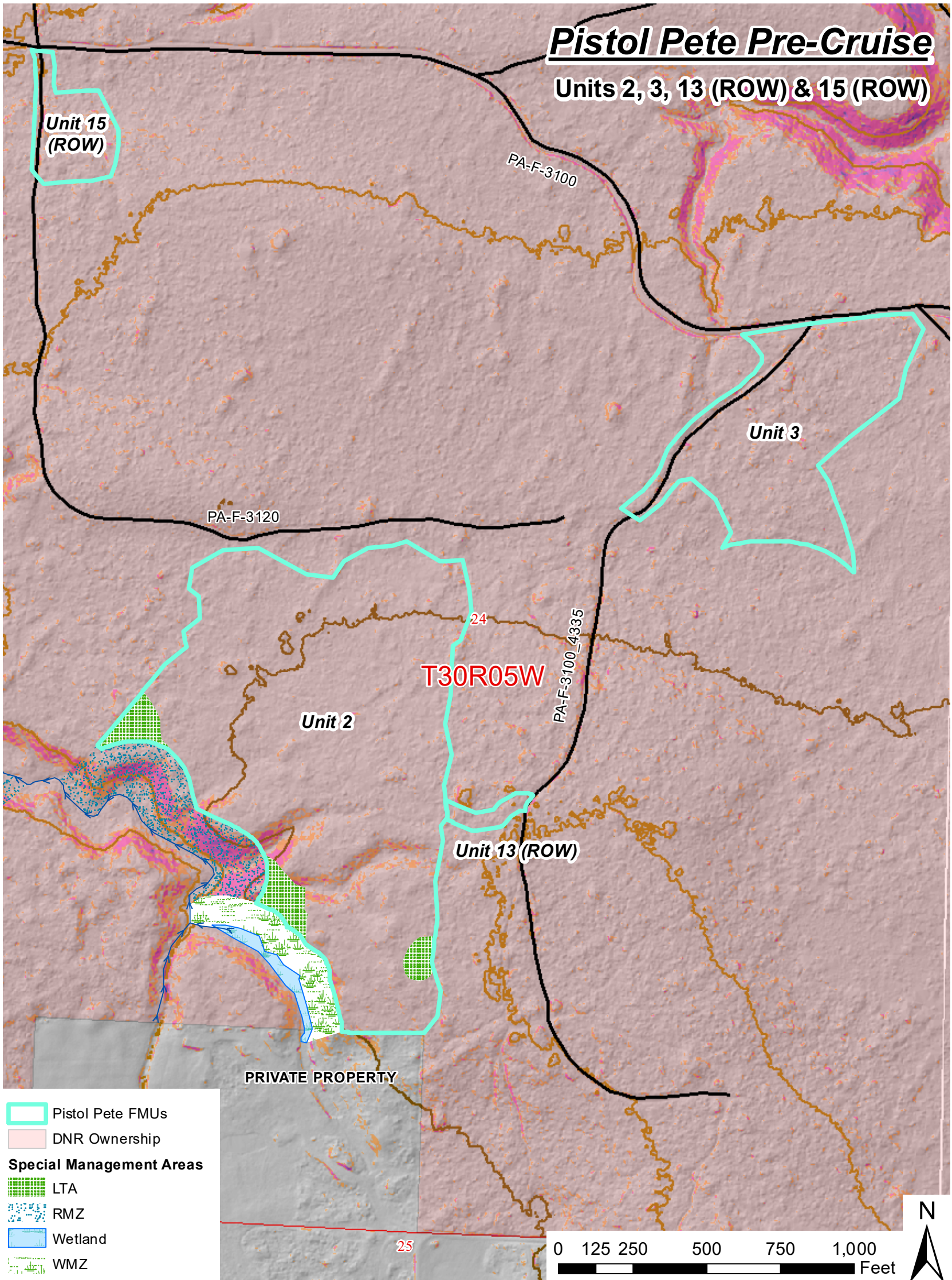
- Pistol Pete FMUs
- DNR Ownership
- Special Management Areas**
  - LTA
  - RMZ
  - Wetland
  - WMZ

PRIVATE PROPERTY



# Pistol Pete Pre-Cruise

Units 2, 3, 13 (ROW) & 15 (ROW)



Unit 15  
(ROW)

PA-F-3100

Unit 3

PA-F-3120

24

T30R05W

PA-F-3100\_4335

Unit 2

Unit 13 (ROW)

PRIVATE PROPERTY

- Pistol Pete FMUs
- DNR Ownership
- Special Management Areas**
  - LTA
  - RMZ
  - Wetland
  - WMZ

0 125 250 500 750 1,000 Feet



# Pistol Pete Pre-Cruise

Unit 4

T30R05W

PA-F-3210







36

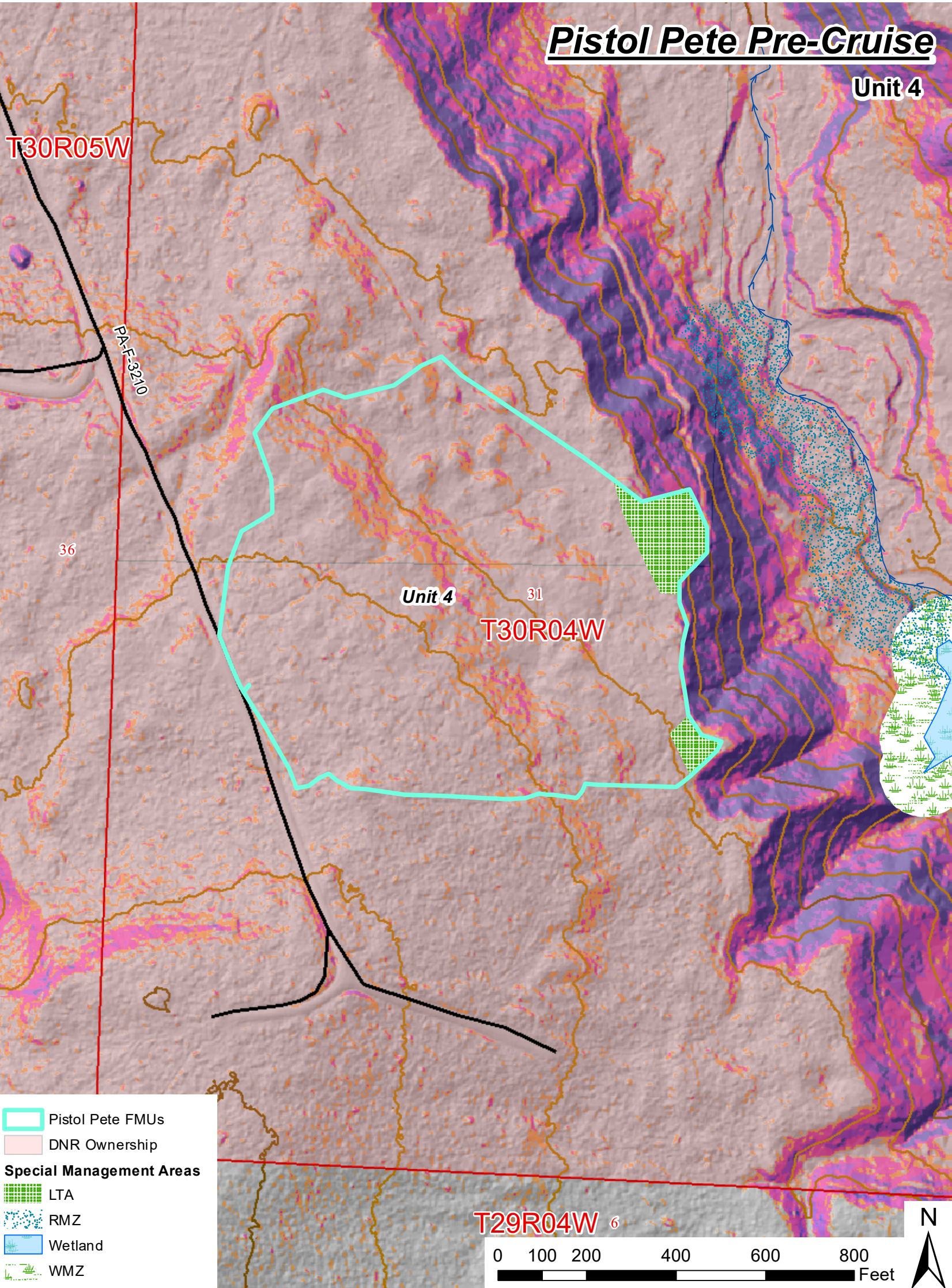
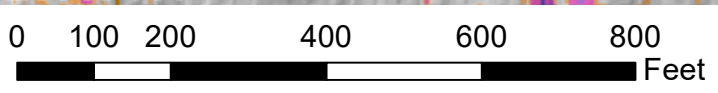
Unit 4

31

T30R04W

T29R04W 6

-  Pistol Pete FMUs
-  DNR Ownership
- Special Management Areas**
-  LTA
-  RMZ
-  Wetland
-  WMZ



# Pistol Pete Pre-Cruise

Unit 5

PRIVATE PROPERTY

36  
**T30R05W**







Unit 5

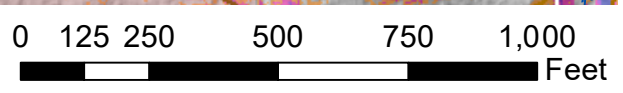
**T29R05W**

PA-F-3082

PA-F-3080

1

-  Pistol Pete FMUs
-  DNR Ownership
- Special Management Areas**
  -  LTA
  -  RMZ
  -  Wetland
  -  WMZ



# Pistol Pete Pre-Cruise

T30R05W

Units 6, 7, 8 & 10 (ROW)

36

PA-F-3082

PA-F-3080

PA-F-3081

Unit 7


T29R05W


Unit 6

Unit 8


Unit 10  
(ROW)


PRIVATE PROPERTY


 Pistol Pete FMUs


 DNR Ownership

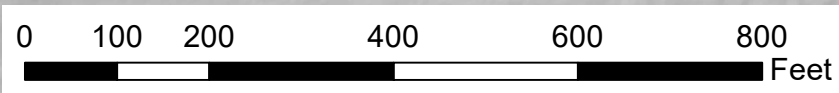
**Special Management Areas**

 LTA

 RMZ

 Wetland

 WMZ



## Timber Sale Cruise Report Pistol Pete

**Sale Name:** PISTOL PETE

**Sale Type:** SORT

**Region:** OLYMPIC

**District:** STRAITS

**Lead Cruiser:** Kevin Peterson

**Other Cruisers:**

**Cruise Narrative:**

**Location:**

This sale is located up Blue Mountain road, east of Port Angeles. Access to units is pretty good, an AA1 key is needed to access.

**Cruise Design:**

Please look at the cruise design table to see what BAFs were used on the units. Merch height was determined at 40% of the diameter at 16'. Logs were cruised in multiple lengths to maximize sort volumes.

**Timber Quality:**

This sale is mostly DF that varies from 60-100+ years old. A third of the DF is high quality and 400 MBF is DF poles, I also found some RC poles. Most of the units are homogeneous DF stands, but some units have a mixture of RA, WH, RC and RF thru out.

**Logging and Stand Conditions:**

This sale is 100% ground based harvest. Most of the units are easy to walk through except unit 5, Unit 5 has lots of down large trees due to root rot, salmon berry and black berry.

### Timber Sale Notice Volume (MBF)

Sp	DBH	Rings/In	Age	MBF Volume by Grade					
				All	Spec Mill	2 Saw	3 Saw	4 Saw	Utility
DF	15.7	9.4		2,857	122	1,041	1,303	386	4
RA	13.9			281		30	62	176	13
RC	15.0			183			134	49	
WH	15.9			177		32	114	32	
GF	13.1			126		15	60	51	
MA	24.0			15		11			4
ALL	15.2	9.5		3,638	122	1,129	1,672	694	21

### Timber Sale Notice Weight (tons)

Sp	Tons by Grade					
	All	Spec Mill	2 Saw	3 Saw	4 Saw	Utility
DF	22,837	805	7,514	11,176	3,313	30
RA	2,965		297	577	1,992	99
WH	1,902		357	1,172	373	



Tons by Grade						
Sp	All	Spec Mill	2 Saw	3 Saw	4 Saw	Utility
RC	1,722			1,307	414	
GF	1,213		112	597	504	
MA	115		86			29
ALL	30,754	805	8,366	14,829	6,597	157

### Timber Sale Overall Cruise Statistics

BA (sq ft/acre)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR SE (%)	Net Vol (bf/acre)	Vol SE (%)
216.7	3.2	113.4	2.3	24,880	3.9

### Timber Sale Unit Cruise Design

Unit	Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
PISTOL PETE SORTS U1	B1: VR, 1 BAF (40) Measure All, Sighting Ht = 0 ft	11.2	12.2	10	10	0
PISTOL PETE SORTS U2	B2C: VR, 2 BAF (54.44, 40 for some species) Measure/Count Plots, Sighting Ht = 4.5 ft	26.6	27.5	16	16	0
PISTOL PETE SORTS U3	B2: VR, 2 BAF (54.44, 40 for some species) Measure All, Sighting Ht = 4.5 ft	9.2	9.2	6	6	0
PISTOL PETE SORTS U4	B2: VR, 2 BAF (54.44, 40 for some species) Measure All, Sighting Ht = 4.5 ft	18.0	18.8	11	11	0
PISTOL PETE SORTS U5	B2C: VR, 2 BAF (54.44, 40 for some species) Measure/Count Plots, Sighting Ht = 4.5 ft	58.1	62.4	34	17	0
PISTOL PETE SORTS U6	B2: VR, 2 BAF (54.44, 40 for some species) Measure All, Sighting Ht = 4.5 ft	6.8	7.4	5	5	0
PISTOL PETE SORTS U7	B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	3.7	3.7	3	3	0
PISTOL PETE SORTS U8	B2: VR, 2 BAF (54.44, 40 for some species) Measure All, Sighting Ht = 4.5 ft	3.3	3.4	2	2	0
PISTOL PETE SORTS U9	B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	2.4	2.4	3	3	0
PISTOL PETE SORTS U10	B2: VR, 2 BAF (54.44, 40 for some species) Measure All, Sighting Ht = 4.5 ft	0.4	0.4	1	1	0
PISTOL PETE SORTS U11	B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	0.4	0.5	2	2	0
PISTOL PETE SORTS U12	B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	5.2	5.2	5	5	1
PISTOL PETE	B1: VR, 1 BAF (40) Measure All, Sighting	0.4	0.4	1	1	0

Unit	Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
SORTS U13	Ht = 4.5 ft					
PISTOL PETE SORTS U14	FX: FR plots (1 tree / acre expansion)	1.7	1.7	1	1	0
PISTOL PETE SORTS U15	B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	2.1	2.1	2	2	0
All		149.5	157.3	102	85	1

### Timber Sale Log Grade x Sort Summary

Sp	Status	Grade	Sort	Dia	Len	BF Gross	BF Net	Defect %	Tons	MBF Net
DF	LIVE	2 SAW	Domestic	14.2	38	2,273	2,176	4.3	2,299.5	325.3
DF	LIVE	2 SAW	HQ-A	14.5	37	921	914	0.7	892.9	136.6
DF	LIVE	2 SAW	HQ-B	14.3	35	2,949	2,813	4.6	3,213.9	420.6
DF	LIVE	2 SAW	Pole	13.9	39	1,059	1,059	0.0	1,107.7	158.4
DF	LIVE	3 SAW	Domestic	8.4	38	7,418	7,105	4.2	9,268.9	1,062.2
DF	LIVE	3 SAW	HQ-B	10.6	34	198	198	0.0	232.8	29.6
DF	LIVE	3 SAW	Pole	10.1	37	1,413	1,413	0.0	1,674.1	211.2
DF	LIVE	4 SAW	Domestic	5.5	25	2,470	2,428	1.7	3,082.5	363.0
DF	LIVE	4 SAW	Pole	6.6	29	153	153	0.0	230.1	22.9
DF	LIVE	SPECIAL MILL	HQ-A	17.2	34	861	819	4.9	804.6	122.5
DF	LIVE	UTILITY	Pulp	6.8	18	30	30	0.0	29.7	4.4
GF	LIVE	2 SAW	Domestic	14.5	32	102	99	3.2	111.7	14.8
GF	LIVE	3 SAW	Domestic	9.0	39	417	401	3.8	597.3	60.0
GF	LIVE	4 SAW	Domestic	5.1	29	344	342	0.6	504.1	51.2
MA	LIVE	2 SAW	Domestic	16.5	30	87	76	13.3	86.5	11.3
MA	LIVE	UTILITY	Pulp	10.6	24	25	25	0.0	28.8	3.7
RA	LIVE	2 SAW	Domestic	12.8	38	223	202	9.5	297.0	30.2
RA	LIVE	3 SAW	Domestic	10.5	37	459	414	10.0	577.0	61.8
RA	LIVE	4 SAW	Domestic	6.6	33	1,279	1,176	8.1	1,992.2	175.7
RA	LIVE	CULL	Cull	6.9	27	75	0	100.0	0.0	0.0
RA	LIVE	UTILITY	Pulp	6.0	19	110	86	21.9	98.9	12.8
RC	LIVE	3 SAW	Domestic	9.2	36	831	731	12.0	1,137.4	109.3
RC	LIVE	3 SAW	Pole	10.6	36	163	163	0.0	169.9	24.4
RC	LIVE	4 SAW	Domestic	5.3	24	323	319	1.4	404.6	47.6
RC	LIVE	4 SAW	Pole	7.9	28	9	9	0.0	9.7	1.4
WH	LIVE	2 SAW	Domestic	12.0	40	248	211	14.8	356.8	31.6
WH	LIVE	3 SAW	Domestic	9.2	35	804	760	5.4	1,172.2	113.7
WH	LIVE	4 SAW	Domestic	5.5	29	220	215	2.4	373.4	32.1

## Timber Sale Log Grade x Diameter Bin Summary

Sp	Bin	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 7	LIVE	4 SAW	5.5	26	2,497	1.6	3,200.1	373.3
DF	5 - 7	LIVE	UTILITY	6.0	16	23	0.0	18.7	3.4
DF	5 - 7	LIVE	3 SAW	6.9	39	2,512	3.3	3,496.5	375.6
DF	8 - 11	LIVE	4 SAW	8.4	22	80	1.7	109.3	12.0
DF	8 - 11	LIVE	UTILITY	8.6	24	7	0.0	11.0	1.0
DF	8 - 11	LIVE	3 SAW	9.7	37	5,958	3.5	7,393.5	890.7
DF	12 - 15	LIVE	3 SAW	12.3	37	246	4.1	285.7	36.7
DF	12 - 15	LIVE	4 SAW	13.1	16	3	0.0	3.2	0.5
DF	12 - 15	LIVE	2 SAW	13.6	36	5,331	3.2	5,959.5	797.1
DF	16 - 19	LIVE	SPECIAL MILL	17.0	35	641	6.1	658.4	95.8
DF	16 - 19	LIVE	2 SAW	17.5	38	1,332	4.4	1,298.1	199.1
DF	20+	LIVE	SPECIAL MILL	21.2	37	178	0.0	146.2	26.6
DF	20+	LIVE	2 SAW	21.7	40	300	0.0	256.5	44.8
GF	5 - 7	LIVE	4 SAW	5.1	27	342	0.6	504.1	51.2
GF	5 - 7	LIVE	3 SAW	7.5	32	38	6.9	52.1	5.7
GF	8 - 11	LIVE	3 SAW	9.3	38	363	3.5	545.2	54.3
GF	12 - 15	LIVE	2 SAW	13.6	32	65	4.8	78.4	9.7
GF	16 - 19	LIVE	2 SAW	19.3	32	34	0.0	33.3	5.0
MA	8 - 11	LIVE	UTILITY	10.6	24	25	0.0	28.8	3.7
MA	16 - 19	LIVE	2 SAW	16.5	30	76	13.3	86.5	11.3
RA	< 6	LIVE	CULL	5.0	13	0	100.0	0.0	0.0
RA	< 6	LIVE	4 SAW	5.2	33	459	3.1	728.8	68.7
RA	< 6	LIVE	UTILITY	5.2	18	39	0.0	47.0	5.8
RA	6 - 9	LIVE	UTILITY	6.5	19	47	34.0	51.8	7.0
RA	6 - 9	LIVE	4 SAW	7.8	33	716	11.0	1,263.4	107.0
RA	6 - 9	LIVE	CULL	8.7	40	0	100.0	0.0	0.0
RA	10 - 11	LIVE	3 SAW	10.5	36	414	10.0	577.0	61.8
RA	12 - 15	LIVE	2 SAW	12.6	36	202	9.5	297.0	30.2
RC	5+	LIVE	4 SAW	5.3	23	328	1.3	414.4	49.0
RC	5+	LIVE	3 SAW	9.6	35	895	10.0	1,307.3	133.7
WH	5 - 7	LIVE	4 SAW	5.5	26	215	2.4	373.4	32.1
WH	5 - 7	LIVE	3 SAW	6.7	40	182	2.1	310.1	27.1
WH	8 - 11	LIVE	3 SAW	10.3	34	579	6.4	862.0	86.5
WH	12 - 15	LIVE	2 SAW	12.0	40	211	14.8	356.8	31.6

## Timber Sale Log Sort x Diameter Bin Summary

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 7	LIVE	Domestic	5.9	30	4,840	2.6	6,440.2	723.6
DF	5 - 7	LIVE	Pole	6.0	32	170	0.0	256.4	25.4
DF	5 - 7	LIVE	Pulp	6.0	16	23	0.0	18.7	3.4
DF	8 - 11	LIVE	Pulp	8.6	24	7	0.0	11.0	1.0
DF	8 - 11	LIVE	HQ-B	9.4	33	105	0.0	114.2	15.7
DF	8 - 11	LIVE	Domestic	9.6	37	4,537	4.6	5,740.8	678.3
DF	8 - 11	LIVE	Pole	10.1	35	1,396	0.0	1,647.8	208.7
DF	12 - 15	LIVE	Domestic	13.1	35	1,587	3.9	1,739.7	237.3
DF	12 - 15	LIVE	Pole	13.1	37	809	0.0	877.9	121.0
DF	12 - 15	LIVE	HQ-B	13.8	34	2,383	4.7	2,837.1	356.3
DF	12 - 15	LIVE	HQ-A	14.4	38	800	0.8	793.6	119.6
DF	16 - 19	LIVE	Pole	16.7	40	250	0.0	229.8	37.3
DF	16 - 19	LIVE	HQ-A	17.1	34	721	5.5	731.4	107.7
DF	16 - 19	LIVE	Domestic	17.5	40	745	5.6	730.0	111.4
DF	16 - 19	LIVE	HQ-B	18.1	33	258	6.4	265.2	38.5
DF	20+	LIVE	HQ-B	21.3	40	265	0.0	230.1	39.7
DF	20+	LIVE	HQ-A	21.8	37	212	0.0	172.5	31.8
GF	5 - 7	LIVE	Domestic	5.5	28	380	1.3	556.2	56.9
GF	8 - 11	LIVE	Domestic	9.3	38	363	3.5	545.2	54.3
GF	12 - 15	LIVE	Domestic	13.6	32	65	4.8	78.4	9.7
GF	16 - 19	LIVE	Domestic	19.3	32	34	0.0	33.3	5.0
MA	8 - 11	LIVE	Pulp	10.6	24	25	0.0	28.8	3.7
MA	16 - 19	LIVE	Domestic	16.5	30	76	13.3	86.5	11.3
RA	< 6	LIVE	Cull	5.0	13	0	100.0	0.0	0.0
RA	< 6	LIVE	Domestic	5.2	33	459	3.1	728.8	68.7
RA	< 6	LIVE	Pulp	5.2	18	39	0.0	47.0	5.8
RA	6 - 9	LIVE	Pulp	6.5	19	47	34.0	51.8	7.0
RA	6 - 9	LIVE	Domestic	7.8	33	716	11.0	1,263.4	107.0
RA	6 - 9	LIVE	Cull	8.7	40	0	100.0	0.0	0.0
RA	10 - 11	LIVE	Domestic	10.5	36	414	10.0	577.0	61.8
RA	12 - 15	LIVE	Domestic	12.6	36	202	9.5	297.0	30.2
RC	5+	LIVE	Domestic	6.7	28	1,050	9.0	1,542.0	156.9
RC	5+	LIVE	Pole	10.7	34	173	0.0	179.7	25.8
WH	5 - 7	LIVE	Domestic	5.9	31	396	2.3	683.5	59.3
WH	8 - 11	LIVE	Domestic	10.3	34	579	6.4	862.0	86.5
WH	12 - 15	LIVE	Domestic	12.0	40	211	14.8	356.8	31.6

## Cruise Unit Report PISTOL PETE SORTS U1

### Unit Sale Notice Volume (MBF): PISTOL PETE SORTS U1

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	2 Saw	3 Saw	4 Saw	Utility
DF	15.0			215	82	86	45	3
GF	19.7			20	15	5	0	
WH	11.5			11		8	3	
ALL	14.8			247	97	99	48	3

### Unit Sale Notice Weight (tons): PISTOL PETE SORTS U1

Sp	Tons by Grade				
	All	2 Saw	3 Saw	4 Saw	Utility
DF	1,786	603	692	476	15
GF	180	112	62	6	
WH	131		102	29	
ALL	2,097	715	856	511	15

### Unit Cruise Design: PISTOL PETE SORTS U1

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1: VR, 1 BAF (40) Measure All, Sighting Ht = 0 ft	11.2	12.2	10	10	0

### Unit Cruise Summary: PISTOL PETE SORTS U1

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	46	46	4.6	0
GF	4	4	0.4	0
WH	4	4	0.4	0
ALL	54	54	5.4	0

### Unit Cruise Statistics: PISTOL PETE SORTS U1

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	184.0	34.3	10.8	104.6	24.8	3.7	19,239	42.3	11.4
GF	16.0	129.1	40.8	110.6	48.9	24.5	1,769	138.1	47.6

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
WH	16.0	174.8	55.3	62.7	26.3	13.1	1,003	176.8	56.8
ALL	216.0	26.5	8.4	101.9	29.1	4.0	22,011	39.3	9.3

**Unit Summary: PISTOL PETE SORTS U1**

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	46	ALL	15.0	56	72	19,728	19,239	2.5	149.9	184.0	47.5	215.5
GF	LIVE	CUT	4	ALL	19.7	68	85	2,054	1,769	13.9	7.6	16.0	3.6	19.8
WH	LIVE	CUT	4	ALL	11.5	34	45	1,124	1,003	10.8	22.2	16.0	4.7	11.2
ALL	LIVE	CUT	54	ALL	14.8	54	69	22,906	22,011	3.9	179.7	216.0	55.8	246.5
ALL	ALL	ALL	54	ALL	14.8	54	69	22,906	22,011	3.9	179.7	216.0	55.8	246.5

**Unit Stand Table: PISTOL PETE SORTS U1**

Sp	D	Status	Rx	N	DBH	BL	THT	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	8	LIVE	CUT	2	8.0	22	32	458	0.0	22.9	8.0	2.8	5.1
DF	10	LIVE	CUT	1	10.0	36	52	249	0.0	7.3	4.0	1.3	2.8
DF	12	LIVE	CUT	3	12.0	45	60	657	0.0	15.3	12.0	3.5	7.4
DF	14	LIVE	CUT	7	14.0	60	77	2,653	7.1	26.2	28.0	7.5	29.7
DF	16	LIVE	CUT	11	15.9	67	84	5,239	1.1	31.9	44.0	11.0	58.7
DF	18	LIVE	CUT	16	17.9	69	86	7,295	1.8	36.5	64.0	15.1	81.7
DF	20	LIVE	CUT	4	20.0	73	92	1,957	2.3	7.3	16.0	3.6	21.9
DF	22	LIVE	CUT	2	22.0	58	76	730	6.6	3.0	8.0	1.7	8.2
GF	16	LIVE	CUT	1	16.0	53	65	203	50.0	2.9	4.0	1.0	2.3
GF	18	LIVE	CUT	1	18.0	75	95	441	9.3	2.3	4.0	0.9	4.9
GF	22	LIVE	CUT	1	22.0	69	87	397	8.4	1.5	4.0	0.9	4.4
GF	28	LIVE	CUT	1	28.0	99	116	727	0.0	0.9	4.0	0.8	8.1
WH	8	LIVE	CUT	1	8.0	20	29	172	11.8	11.5	4.0	1.4	1.9
WH	14	LIVE	CUT	2	14.0	47	59	554	1.3	7.5	8.0	2.1	6.2
WH	16	LIVE	CUT	1	15.0	55	69	277	24.8	3.3	4.0	1.0	3.1

**Unit Log Grade Summary: PISTOL PETE SORTS U1**

Sp	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	2 SAW	12.8	33	7,322	1.3	603.0	82.0
DF	LIVE	3 SAW	9.5	33	7,691	4.0	691.9	86.1
DF	LIVE	4 SAW	5.8	30	3,997	1.8	476.2	44.8

Sp	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	UTILITY	6.3	16	229	0.0	14.6	2.6
GF	LIVE	2 SAW	14.5	32	1,319	3.2	111.7	14.8
GF	LIVE	3 SAW	8.7	32	422	33.5	62.2	4.7
GF	LIVE	4 SAW	5.1	19	29	50.0	6.4	0.3
WH	LIVE	3 SAW	7.9	35	718	10.3	102.3	8.0
WH	LIVE	4 SAW	5.7	16	284	12.1	28.8	3.2

#### Unit Log Sort Summary: PISTOL PETE SORTS U1

Sp	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	Domestic	8.3	31	15,350	3.1	1,444.5	171.9
DF	LIVE	Pole	8.0	33	3,660	0.0	326.6	41.0
DF	LIVE	Pulp	6.3	16	229	0.0	14.6	2.6
GF	LIVE	Domestic	10.1	30	1,769	13.9	180.4	19.8
WH	LIVE	Domestic	6.5	23	1,003	10.8	131.1	11.2

#### Unit Log Grade x Sort Summary: PISTOL PETE SORTS U1

Sp	Status	Grade	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	2 SAW	Domestic	12.8	33	6,966	1.4	573.3	78.0
DF	LIVE	2 SAW	Pole	12.8	32	355	0.0	29.6	4.0
DF	LIVE	3 SAW	Domestic	9.1	34	5,345	5.7	515.1	59.9
DF	LIVE	3 SAW	Pole	10.5	32	2,346	0.0	176.8	26.3
DF	LIVE	4 SAW	Domestic	5.8	29	3,039	2.3	356.1	34.0
DF	LIVE	4 SAW	Pole	5.7	33	958	0.0	120.2	10.7
DF	LIVE	UTILITY	Pulp	6.3	16	229	0.0	14.6	2.6
GF	LIVE	2 SAW	Domestic	14.5	32	1,319	3.2	111.7	14.8
GF	LIVE	3 SAW	Domestic	8.7	32	422	33.5	62.2	4.7
GF	LIVE	4 SAW	Domestic	5.1	19	29	50.0	6.4	0.3
WH	LIVE	3 SAW	Domestic	7.9	35	718	10.3	102.3	8.0
WH	LIVE	4 SAW	Domestic	5.7	16	284	12.1	28.8	3.2

#### Unit Log Grade x Diameter Bin Summary: PISTOL PETE SORTS U1

Sp	Bin	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 7	LIVE	4 SAW	5.8	30	3,997	1.8	476.2	44.8
DF	5 - 7	LIVE	UTILITY	6.3	16	229	0.0	14.6	2.6
DF	5 - 7	LIVE	3 SAW	6.6	36	1,036	1.7	123.1	11.6
DF	8 - 11	LIVE	3 SAW	10.3	32	6,655	4.4	568.8	74.5

Sp	Bin	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	12 - 15	LIVE	2 SAW	12.8	33	7,322	1.3	603.0	82.0
GF	5 - 7	LIVE	4 SAW	5.1	19	29	50.0	6.4	0.3
GF	5 - 7	LIVE	3 SAW	7.6	32	181	17.2	25.0	2.0
GF	8 - 11	LIVE	3 SAW	9.7	32	240	42.1	37.2	2.7
GF	12 - 15	LIVE	2 SAW	13.6	32	870	4.8	78.4	9.7
GF	16 - 19	LIVE	2 SAW	19.3	32	449	0.0	33.3	5.0
WH	5 - 7	LIVE	4 SAW	5.7	16	284	12.1	28.8	3.2
WH	5 - 7	LIVE	3 SAW	6.0	40	228	3.2	34.9	2.6
WH	8 - 11	LIVE	3 SAW	9.0	32	490	13.3	67.4	5.5

### Unit Log Sort x Diameter Bin Summary: PISTOL PETE SORTS U1

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 7	LIVE	Pole	5.7	33	958	0.0	120.2	10.7
DF	5 - 7	LIVE	Domestic	6.0	30	4,075	2.1	479.2	45.6
DF	5 - 7	LIVE	Pulp	6.3	16	229	0.0	14.6	2.6
DF	8 - 11	LIVE	Domestic	10.2	32	4,309	6.6	392.0	48.3
DF	8 - 11	LIVE	Pole	10.5	32	2,346	0.0	176.8	26.3
DF	12 - 15	LIVE	Domestic	12.8	33	6,966	1.4	573.3	78.0
DF	12 - 15	LIVE	Pole	12.8	32	355	0.0	29.6	4.0
GF	5 - 7	LIVE	Domestic	6.5	26	210	24.0	31.4	2.4
GF	8 - 11	LIVE	Domestic	9.7	32	240	42.1	37.2	2.7
GF	12 - 15	LIVE	Domestic	13.6	32	870	4.8	78.4	9.7
GF	16 - 19	LIVE	Domestic	19.3	32	449	0.0	33.3	5.0
WH	5 - 7	LIVE	Domestic	5.8	20	513	8.3	63.7	5.7
WH	8 - 11	LIVE	Domestic	9.0	32	490	13.3	67.4	5.5



## Cruise Unit Report PISTOL PETE SORTS U2

### Unit Sale Notice Volume (MBF): PISTOL PETE SORTS U2

Sp	DBH	Rings/In	Age	MBF Volume by Grade					
				All	Spec Mill	2 Saw	3 Saw	4 Saw	Utility
DF	18.3	10.0		779	40	468	228	42	1
RC	16.0			51			46	5	
WH	13.5			23			15	7	
ALL	17.7	10.0		853	40	468	289	55	1

### Unit Sale Notice Weight (tons): PISTOL PETE SORTS U2

Sp	Tons by Grade					
	All	Spec Mill	2 Saw	3 Saw	4 Saw	Utility
DF	5,497	222	3,028	1,883	352	11
RC	532			481	51	
WH	210			122	87	
ALL	6,239	222	3,028	2,487	491	11

### Unit Cruise Design: PISTOL PETE SORTS U2

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B2C: VR, 2 BAF (54.44, 40 for some species) Measure/Count Plots, Sighting Ht = 4.5 ft	26.6	27.5	16	16	0

### Unit Cruise Summary: PISTOL PETE SORTS U2

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	53	53	3.3	1
RC	12	12	0.8	0
WH	1	2	0.1	0
ALL	66	67	4.2	1

### Unit Cruise Statistics: PISTOL PETE SORTS U2

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	180.3	40.8	10.2	162.4	29.6	4.1	29,282	50.4	11.0
RC	30.0	114.2	28.5	64.0	38.0	11.0	1,920	120.4	30.6

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
WH	6.8	400.0	100.0	126.8	0.0	0.0	863	400.0	100.0
ALL	217.1	31.1	7.8	147.7	39.6	4.9	32,064	50.3	9.2

### Unit Summary: PISTOL PETE SORTS U2

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	53	ALL	18.3	78	98	29,370	29,282	0.3	98.7	180.3	42.2	778.9
RC	LIVE	CUT	12	ALL	16.0	51	64	1,930	1,920	0.5	21.5	30.0	7.5	51.1
WH	LIVE	CUT	1	ALL	13.5	74	92	924	863	6.7	6.8	6.8	1.9	22.9
ALL	LIVE	CUT	66	ALL	17.7	73	92	32,224	32,064	0.5	127.0	217.1	51.5	852.9
ALL	ALL	ALL	66	ALL	17.7	73	92	32,224	32,064	0.5	127.0	217.1	51.5	852.9

### Unit Stand Table: PISTOL PETE SORTS U2

Sp	D	Status	Rx	N	DBH	BL	THT	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	10	LIVE	CUT	1	10.6	45	54	217	0.0	5.6	3.4	1.0	5.8
DF	12	LIVE	CUT	6	12.4	63	79	2,099	0.0	24.5	20.4	5.8	55.8
DF	14	LIVE	CUT	4	13.6	67	83	1,511	2.2	13.6	13.6	3.7	40.2
DF	16	LIVE	CUT	2	15.8	77	97	955	1.3	5.0	6.8	1.7	25.4
DF	18	LIVE	CUT	6	17.9	82	104	2,830	0.0	11.6	20.4	4.8	75.3
DF	20	LIVE	CUT	6	19.9	87	111	3,095	0.0	9.5	20.4	4.6	82.3
DF	22	LIVE	CUT	10	22.1	91	115	5,754	0.2	12.8	34.0	7.2	153.1
DF	24	LIVE	CUT	7	23.9	91	116	4,053	0.7	7.6	23.8	4.9	107.8
DF	26	LIVE	CUT	4	25.7	114	146	3,248	0.0	3.8	13.6	2.7	86.4
DF	28	LIVE	CUT	3	27.3	110	140	2,345	0.0	2.5	10.2	2.0	62.4
DF	30	LIVE	CUT	2	30.2	100	128	1,443	0.0	1.4	6.8	1.2	38.4
DF	32	LIVE	CUT	2	31.2	119	153	1,732	0.0	1.3	6.8	1.2	46.1
RC	14	LIVE	CUT	4	13.6	46	59	535	0.0	10.0	10.0	2.7	14.2
RC	16	LIVE	CUT	2	16.0	58	72	347	0.0	3.6	5.0	1.3	9.2
RC	18	LIVE	CUT	5	17.6	50	62	717	1.4	7.4	12.5	3.0	19.1
RC	28	LIVE	CUT	1	28.4	85	108	321	0.0	0.6	2.5	0.5	8.5
WH	14	LIVE	CUT	1	13.5	74	92	863	6.7	6.8	6.8	1.9	22.9

### Unit Log Grade Summary: PISTOL PETE SORTS U2

Sp	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	2 SAW	15.1	39	17,596	0.2	3,027.9	468.0

Sp	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	3 SAW	8.9	35	8,576	0.2	1,883.2	228.1
DF	LIVE	4 SAW	6.2	22	1,587	2.3	352.2	42.2
DF	LIVE	SPECIAL MILL	18.8	38	1,486	0.0	222.4	39.5
DF	LIVE	UTILITY	8.6	24	38	0.0	11.0	1.0
RC	LIVE	3 SAW	8.3	36	1,714	0.6	481.3	45.6
RC	LIVE	4 SAW	5.3	21	206	0.0	51.1	5.5
WH	LIVE	3 SAW	10.3	26	582	7.6	122.4	15.5
WH	LIVE	4 SAW	5.5	40	281	4.7	87.4	7.5

### Unit Log Sort Summary: PISTOL PETE SORTS U2

Sp	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	Domestic	8.5	31	14,236	0.5	2,820.8	378.7
DF	LIVE	HQ-A	15.5	38	5,683	0.0	944.0	151.2
DF	LIVE	HQ-B	17.0	39	3,064	0.3	522.8	81.5
DF	LIVE	Pole	11.5	36	6,261	0.0	1,198.1	166.5
DF	LIVE	Pulp	8.6	24	38	0.0	11.0	1.0
RC	LIVE	Domestic	7.3	31	1,920	0.5	532.4	51.1
WH	LIVE	Domestic	7.9	33	863	6.7	209.8	22.9

### Unit Log Grade x Sort Summary: PISTOL PETE SORTS U2

Sp	Status	Grade	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	2 SAW	Domestic	15.5	40	5,931	0.4	993.9	157.8
DF	LIVE	2 SAW	HQ-A	14.8	38	4,198	0.0	721.6	111.7
DF	LIVE	2 SAW	HQ-B	17.0	39	3,064	0.3	522.8	81.5
DF	LIVE	2 SAW	Pole	14.1	39	4,403	0.0	789.6	117.1
DF	LIVE	3 SAW	Domestic	8.7	35	6,890	0.3	1,513.1	183.3
DF	LIVE	3 SAW	Pole	9.6	35	1,686	0.0	370.1	44.8
DF	LIVE	4 SAW	Domestic	6.0	22	1,415	2.6	313.8	37.6
DF	LIVE	4 SAW	Pole	8.3	23	172	0.0	38.4	4.6
DF	LIVE	SPECIAL MILL	HQ-A	18.8	38	1,486	0.0	222.4	39.5
DF	LIVE	UTILITY	Pulp	8.6	24	38	0.0	11.0	1.0
RC	LIVE	3 SAW	Domestic	8.3	36	1,714	0.6	481.3	45.6
RC	LIVE	4 SAW	Domestic	5.3	21	206	0.0	51.1	5.5
WH	LIVE	3 SAW	Domestic	10.3	26	582	7.6	122.4	15.5
WH	LIVE	4 SAW	Domestic	5.5	40	281	4.7	87.4	7.5

**Unit Log Grade x Diameter Bin Summary: PISTOL PETE SORTS U2**

Sp	Bin	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 7	LIVE	4 SAW	5.9	22	1,289	2.8	279.8	34.3
DF	5 - 7	LIVE	3 SAW	6.9	35	939	0.0	227.8	25.0
DF	8 - 11	LIVE	4 SAW	8.3	23	298	0.0	72.4	7.9
DF	8 - 11	LIVE	UTILITY	8.6	24	38	0.0	11.0	1.0
DF	8 - 11	LIVE	3 SAW	9.3	35	7,636	0.2	1,655.4	203.1
DF	12 - 15	LIVE	2 SAW	14.0	39	10,110	0.1	1,847.5	268.9
DF	16 - 19	LIVE	SPECIAL MILL	16.0	40	484	0.0	76.2	12.9
DF	16 - 19	LIVE	2 SAW	17.5	39	5,994	0.4	950.3	159.4
DF	20+	LIVE	SPECIAL MILL	21.2	37	1,002	0.0	146.2	26.6
DF	20+	LIVE	2 SAW	21.3	40	1,492	0.0	230.1	39.7
RC	5+	LIVE	4 SAW	5.3	21	206	0.0	51.1	5.5
RC	5+	LIVE	3 SAW	8.3	36	1,714	0.6	481.3	45.6
WH	5 - 7	LIVE	4 SAW	5.5	40	281	4.7	87.4	7.5
WH	8 - 11	LIVE	3 SAW	10.3	26	582	7.6	122.4	15.5

**Unit Log Sort x Diameter Bin Summary: PISTOL PETE SORTS U2**

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 7	LIVE	Domestic	6.1	25	2,228	1.6	507.7	59.3
DF	8 - 11	LIVE	Pulp	8.6	24	38	0.0	11.0	1.0
DF	8 - 11	LIVE	Domestic	9.2	35	6,077	0.3	1,319.3	161.6
DF	8 - 11	LIVE	Pole	9.3	33	1,858	0.0	408.5	49.4
DF	12 - 15	LIVE	Pole	13.4	39	2,999	0.0	559.8	79.8
DF	12 - 15	LIVE	Domestic	13.7	39	2,201	0.0	408.4	58.6
DF	12 - 15	LIVE	HQ-B	14.3	40	1,119	0.9	224.7	29.8
DF	12 - 15	LIVE	HQ-A	14.6	39	3,790	0.0	654.6	100.8
DF	16 - 19	LIVE	Pole	16.7	40	1,404	0.0	229.8	37.3
DF	16 - 19	LIVE	HQ-A	16.8	37	892	0.0	143.2	23.7
DF	16 - 19	LIVE	Domestic	17.6	40	3,730	0.6	585.5	99.2
DF	16 - 19	LIVE	HQ-B	19.7	34	453	0.0	68.0	12.0
DF	20+	LIVE	HQ-A	21.2	37	1,002	0.0	146.2	26.6
DF	20+	LIVE	HQ-B	21.3	40	1,492	0.0	230.1	39.7
RC	5+	LIVE	Domestic	7.3	31	1,920	0.5	532.4	51.1
WH	5 - 7	LIVE	Domestic	5.5	40	281	4.7	87.4	7.5
WH	8 - 11	LIVE	Domestic	10.3	26	582	7.6	122.4	15.5

## Cruise Unit Report PISTOL PETE SORTS U3

### Unit Sale Notice Volume (MBF): PISTOL PETE SORTS U3

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	14.5	8.0		343	105	179	59
WH	12.0			10		8	2
ALL	14.4	8.0		353	105	187	62

### Unit Sale Notice Weight (tons): PISTOL PETE SORTS U3

Sp	Tons by Grade			
	All	2 Saw	3 Saw	4 Saw
DF	2,808	789	1,521	499
WH	92		78	14
ALL	2,900	789	1,599	512

### Unit Cruise Design: PISTOL PETE SORTS U3

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B2: VR, 2 BAF (54.44, 40 for some species) Measure All, Sighting Ht = 4.5 ft	9.2	9.2	6	6	0

### Unit Cruise Summary: PISTOL PETE SORTS U3

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	31	31	5.2	1
WH	1	1	0.2	0
ALL	32	32	5.3	1

### Unit Cruise Statistics: PISTOL PETE SORTS U3

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	281.3	25.7	10.5	132.7	25.4	4.6	37,311	36.2	11.5
WH	9.1	244.9	100.0	118.4	0.0	0.0	1,074	244.9	100.0
ALL	290.3	25.6	10.5	132.2	25.2	4.4	38,385	35.9	11.4

**Unit Summary: PISTOL PETE SORTS U3**

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	31	ALL	14.5	77	97	38,793	37,311	3.8	245.3	281.3	73.9	343.3
WH	LIVE	CUT	1	ALL	12.0	70	87	1,074	1,074	0.0	11.6	9.1	2.6	9.9
ALL	LIVE	CUT	32	ALL	14.4	77	97	39,867	38,385	3.7	256.9	290.3	76.5	353.1
ALL	ALL	ALL	32	ALL	14.4	77	97	39,867	38,385	3.7	256.9	290.3	76.5	353.1

**Unit Stand Table: PISTOL PETE SORTS U3**

Sp	D	Status	Rx	N	DBH	BL	THT	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	10	LIVE	CUT	3	10.0	63	79	2,146	0.0	49.9	27.2	8.6	19.7
DF	12	LIVE	CUT	6	11.3	69	86	5,916	4.0	78.1	54.4	16.2	54.4
DF	14	LIVE	CUT	3	13.6	75	94	2,826	4.9	26.8	27.2	7.4	26.0
DF	16	LIVE	CUT	3	15.3	80	101	3,376	2.6	21.3	27.2	7.0	31.1
DF	18	LIVE	CUT	6	17.3	91	115	7,785	2.6	33.3	54.4	13.1	71.6
DF	20	LIVE	CUT	3	19.3	99	127	4,357	2.1	13.4	27.2	6.2	40.1
DF	22	LIVE	CUT	4	21.2	102	130	6,109	5.5	14.8	36.3	7.9	56.2
DF	24	LIVE	CUT	2	23.0	105	134	3,016	7.8	6.3	18.1	3.8	27.7
DF	26	LIVE	CUT	1	25.0	115	147	1,781	5.0	2.7	9.1	1.8	16.4
WH	12	LIVE	CUT	1	12.0	70	87	1,074	0.0	11.6	9.1	2.6	9.9

**Unit Log Grade Summary: PISTOL PETE SORTS U3**

Sp	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	2 SAW	14.0	35	11,411	4.5	788.7	105.0
DF	LIVE	3 SAW	8.4	40	19,440	4.6	1,520.7	178.9
DF	LIVE	4 SAW	5.6	27	6,460	0.1	498.8	59.4
WH	LIVE	3 SAW	7.4	40	832	0.0	78.2	7.7
WH	LIVE	4 SAW	5.0	20	243	0.0	13.6	2.2

**Unit Log Sort Summary: PISTOL PETE SORTS U3**

Sp	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	Domestic	6.9	34	23,454	4.0	1,842.5	215.8
DF	LIVE	HQ-B	14.2	34	9,896	4.9	681.1	91.0
DF	LIVE	Pole	9.4	36	3,962	0.0	284.6	36.4
WH	LIVE	Domestic	6.2	30	1,074	0.0	91.8	9.9

**Unit Log Grade x Sort Summary: PISTOL PETE SORTS U3**

Sp	Status	Grade	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	2 SAW	Domestic	13.3	40	612	5.0	36.3	5.6
DF	LIVE	2 SAW	HQ-B	14.2	34	9,896	4.9	681.1	91.0
DF	LIVE	2 SAW	Pole	12.5	40	903	0.0	71.3	8.3
DF	LIVE	3 SAW	Domestic	8.3	40	16,590	5.3	1,322.7	152.6
DF	LIVE	3 SAW	Pole	9.2	40	2,850	0.0	198.0	26.2
DF	LIVE	4 SAW	Domestic	5.6	28	6,252	0.1	483.5	57.5
DF	LIVE	4 SAW	Pole	7.8	20	208	0.0	15.3	1.9
WH	LIVE	3 SAW	Domestic	7.4	40	832	0.0	78.2	7.7
WH	LIVE	4 SAW	Domestic	5.0	20	243	0.0	13.6	2.2

**Unit Log Grade x Diameter Bin Summary: PISTOL PETE SORTS U3**

Sp	Bin	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 7	LIVE	4 SAW	5.6	28	6,331	0.1	488.9	58.2
DF	5 - 7	LIVE	3 SAW	6.8	40	6,299	4.8	512.2	58.0
DF	8 - 11	LIVE	4 SAW	8.0	22	129	0.0	9.9	1.2
DF	8 - 11	LIVE	3 SAW	9.8	40	13,141	4.5	1,008.5	120.9
DF	12 - 15	LIVE	2 SAW	13.8	35	10,429	4.4	725.9	95.9
DF	16 - 19	LIVE	2 SAW	17.4	34	982	5.9	62.8	9.0
WH	5 - 7	LIVE	4 SAW	5.0	20	243	0.0	13.6	2.2
WH	5 - 7	LIVE	3 SAW	7.4	40	832	0.0	78.2	7.7

**Unit Log Sort x Diameter Bin Summary: PISTOL PETE SORTS U3**

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 7	LIVE	Domestic	5.9	32	12,008	2.6	957.1	110.5
DF	5 - 7	LIVE	Pole	7.4	29	622	0.0	44.0	5.7
DF	8 - 11	LIVE	Domestic	9.7	39	10,834	5.4	849.1	99.7
DF	8 - 11	LIVE	Pole	10.0	40	2,436	0.0	169.3	22.4
DF	12 - 15	LIVE	Pole	12.5	40	903	0.0	71.3	8.3
DF	12 - 15	LIVE	Domestic	13.3	40	612	5.0	36.3	5.6
DF	12 - 15	LIVE	HQ-B	14.0	34	8,914	4.7	618.3	82.0
DF	16 - 19	LIVE	HQ-B	17.4	34	982	5.9	62.8	9.0
WH	5 - 7	LIVE	Domestic	6.2	30	1,074	0.0	91.8	9.9

## Cruise Unit Report PISTOL PETE SORTS U4

### Unit Sale Notice Volume (MBF): PISTOL PETE SORTS U4

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	Spec Mill	2 Saw	3 Saw	4 Saw
DF	13.7	9.0		251	10	49	153	39
RC	12.5			78			47	31
RA	11.2			58		5	11	42
WH	13.9			21			19	2
ALL	12.8	9.0		407	10	54	230	114

### Unit Sale Notice Weight (tons): PISTOL PETE SORTS U4

Sp	Tons by Grade				
	All	Spec Mill	2 Saw	3 Saw	4 Saw
DF	2,165	66	402	1,386	311
RC	697			445	252
RA	581		43	97	441
WH	220			199	20
ALL	3,662	66	445	2,127	1,025

### Unit Cruise Design: PISTOL PETE SORTS U4

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B2: VR, 2 BAF (54.44, 40 for some species) Measure All, Sighting Ht = 4.5 ft	18.0	18.8	11	11	0

### Unit Cruise Summary: PISTOL PETE SORTS U4

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	22	25	2.3	1
RC	11	17	1.5	0
RA	11	12	1.1	0
WH	3	3	0.3	0
ALL	47	57	5.2	1



**Unit Cruise Statistics: PISTOL PETE SORTS U4**

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	123.7	111.5	33.6	112.6	25.4	5.4	13,931	114.3	34.0
RC	61.8	154.1	46.5	70.3	36.1	10.9	4,344	158.3	47.7
RA	47.6	145.9	44.0	67.2	31.1	9.4	3,198	149.2	45.0
WH	12.2	174.0	52.5	94.7	37.4	21.6	1,157	177.9	56.7
ALL	245.3	25.1	7.6	92.2	35.9	5.2	22,630	43.8	9.2

**Unit Summary: PISTOL PETE SORTS U4**

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	22	ALL	13.7	66	83	14,527	13,931	4.1	120.9	123.7	33.4	250.8
RA	LIVE	CUT	11	ALL	11.2	44	52	3,432	3,198	6.8	69.5	47.6	14.2	57.6
RC	LIVE	CUT	11	ALL	12.5	41	49	4,896	4,344	11.3	72.5	61.8	17.5	78.2
WH	LIVE	CUT	3	ALL	13.9	62	76	1,185	1,157	2.3	11.6	12.2	3.3	20.8
ALL	LIVE	CUT	47	ALL	12.8	54	66	24,040	22,630	5.9	274.5	245.3	68.4	407.3
ALL	ALL	ALL	47	ALL	12.8	54	66	24,040	22,630	5.9	274.5	245.3	68.4	407.3

**Unit Stand Table: PISTOL PETE SORTS U4**

Sp	D	Status	Rx	N	DBH	BL	THT	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	8	LIVE	CUT	1	8.0	50	61	425	0.0	14.2	4.9	1.7	7.7
DF	10	LIVE	CUT	1	10.0	50	61	363	0.0	9.1	4.9	1.6	6.5
DF	12	LIVE	CUT	4	11.4	62	77	3,251	3.4	48.9	34.6	10.3	58.5
DF	14	LIVE	CUT	3	13.6	68	85	1,413	7.6	14.6	14.8	4.0	25.4
DF	16	LIVE	CUT	2	15.0	73	91	1,012	4.6	8.1	9.9	2.6	18.2
DF	18	LIVE	CUT	4	17.2	80	100	2,470	0.0	12.2	19.8	4.8	44.5
DF	20	LIVE	CUT	2	19.5	87	111	1,166	3.5	4.8	9.9	2.2	21.0
DF	22	LIVE	CUT	3	22.0	95	121	2,139	7.8	5.6	14.8	3.2	38.5
DF	24	LIVE	CUT	1	23.0	100	127	846	3.5	1.7	4.9	1.0	15.2
DF	26	LIVE	CUT	1	25.0	100	127	845	6.9	1.5	4.9	1.0	15.2
RA	10	LIVE	CUT	5	10.0	40	47	1,457	3.5	44.8	24.4	7.7	26.2
RA	12	LIVE	CUT	3	11.3	44	53	646	7.0	17.6	12.2	3.6	11.6
RA	16	LIVE	CUT	1	16.0	65	80	365	10.8	2.6	3.6	0.9	6.6
RA	18	LIVE	CUT	2	17.5	68	83	730	10.7	4.4	7.3	1.7	13.1
RC	8	LIVE	CUT	1	8.0	30	35	656	0.0	31.3	10.9	3.9	11.8
RC	12	LIVE	CUT	2	11.4	36	43	801	4.4	25.8	18.2	5.4	14.4
RC	16	LIVE	CUT	2	16.0	68	85	755	3.7	5.2	7.3	1.8	13.6

Sp	D	Status	Rx	N	DBH	BL	THT	BF Net	Defect %	TPA	BA	RD	MBF Net
RC	18	LIVE	CUT	1	17.0	72	91	399	0.0	2.3	3.6	0.9	7.2
RC	20	LIVE	CUT	1	20.0	60	75	242	28.6	1.7	3.6	0.8	4.4
RC	22	LIVE	CUT	2	21.5	71	90	611	21.6	2.9	7.3	1.6	11.0
RC	24	LIVE	CUT	2	24.0	72	90	880	20.2	3.5	10.9	2.2	15.8
WH	12	LIVE	CUT	1	12.0	60	74	264	9.5	4.6	3.6	1.0	4.8
WH	14	LIVE	CUT	1	14.0	55	67	245	0.0	3.4	3.6	1.0	4.4
WH	16	LIVE	CUT	1	16.0	70	87	649	0.0	3.5	4.9	1.2	11.7

#### Unit Log Grade Summary: PISTOL PETE SORTS U4

Sp	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	2 SAW	14.2	35	2,726	4.7	402.1	49.1
DF	LIVE	3 SAW	7.8	40	8,511	4.4	1,385.5	153.2
DF	LIVE	4 SAW	5.2	25	2,158	1.7	311.0	38.8
DF	LIVE	SPECIAL MILL	17.1	34	536	5.9	66.3	9.6
RA	LIVE	2 SAW	12.3	30	282	6.8	42.8	5.1
RA	LIVE	3 SAW	10.8	35	597	12.0	97.4	10.8
RA	LIVE	4 SAW	5.4	32	2,319	5.4	440.8	41.7
RC	LIVE	3 SAW	10.4	35	2,602	16.5	444.5	46.8
RC	LIVE	4 SAW	5.2	25	1,741	2.1	252.4	31.3
WH	LIVE	3 SAW	8.0	40	1,051	2.6	199.2	18.9
WH	LIVE	4 SAW	5.1	28	106	0.0	20.4	1.9

#### Unit Log Sort Summary: PISTOL PETE SORTS U4

Sp	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	Domestic	6.3	32	8,369	4.9	1,334.0	150.6
DF	LIVE	HQ-A	17.1	34	536	5.9	66.3	9.6
DF	LIVE	HQ-B	14.4	34	2,281	5.5	327.6	41.1
DF	LIVE	Pole	10.6	40	2,745	0.0	437.0	49.4
RA	LIVE	Domestic	5.9	32	3,198	6.8	580.9	57.6
RC	LIVE	Domestic	6.2	27	3,671	13.1	611.0	66.1
RC	LIVE	Pole	10.3	36	673	0.0	85.9	12.1
WH	LIVE	Domestic	7.3	37	1,157	2.3	219.6	20.8

**Unit Log Grade x Sort Summary: PISTOL PETE SORTS U4**

Sp	Status	Grade	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	2 SAW	HQ-B	14.4	34	2,281	5.5	327.6	41.1
DF	LIVE	2 SAW	Pole	12.9	40	445	0.0	74.5	8.0
DF	LIVE	3 SAW	Domestic	7.3	40	6,211	5.9	1,023.0	111.8
DF	LIVE	3 SAW	Pole	10.3	40	2,300	0.0	362.5	41.4
DF	LIVE	4 SAW	Domestic	5.2	25	2,158	1.7	311.0	38.8
DF	LIVE	SPECIAL MILL	HQ-A	17.1	34	536	5.9	66.3	9.6
RA	LIVE	2 SAW	Domestic	12.3	30	282	6.8	42.8	5.1
RA	LIVE	3 SAW	Domestic	10.8	35	597	12.0	97.4	10.8
RA	LIVE	4 SAW	Domestic	5.4	32	2,319	5.4	440.8	41.7
RC	LIVE	3 SAW	Domestic	10.4	35	1,929	21.1	358.6	34.7
RC	LIVE	3 SAW	Pole	10.3	36	673	0.0	85.9	12.1
RC	LIVE	4 SAW	Domestic	5.2	25	1,741	2.1	252.4	31.3
WH	LIVE	3 SAW	Domestic	8.0	40	1,051	2.6	199.2	18.9
WH	LIVE	4 SAW	Domestic	5.1	28	106	0.0	20.4	1.9

**Unit Log Grade x Diameter Bin Summary: PISTOL PETE SORTS U4**

Sp	Bin	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 7	LIVE	4 SAW	5.2	25	2,158	1.7	311.0	38.8
DF	5 - 7	LIVE	3 SAW	6.6	40	3,820	4.2	637.1	68.8
DF	8 - 11	LIVE	3 SAW	9.6	40	4,436	4.2	712.6	79.9
DF	12 - 15	LIVE	3 SAW	12.0	40	256	10.2	35.7	4.6
DF	12 - 15	LIVE	2 SAW	14.2	35	2,726	4.7	402.1	49.1
DF	16 - 19	LIVE	SPECIAL MILL	17.1	34	536	5.9	66.3	9.6
RA	< 6	LIVE	4 SAW	5.1	33	2,104	4.6	403.4	37.9
RA	6 - 9	LIVE	4 SAW	7.7	21	215	12.3	37.4	3.9
RA	10 - 11	LIVE	3 SAW	10.8	35	597	12.0	97.4	10.8
RA	12 - 15	LIVE	2 SAW	12.3	30	282	6.8	42.8	5.1
RC	5+	LIVE	4 SAW	5.2	25	1,741	2.1	252.4	31.3
RC	5+	LIVE	3 SAW	10.4	35	2,602	16.5	444.5	46.8
WH	5 - 7	LIVE	4 SAW	5.1	28	106	0.0	20.4	1.9
WH	5 - 7	LIVE	3 SAW	7.1	40	509	5.2	115.5	9.2
WH	8 - 11	LIVE	3 SAW	10.1	40	542	0.0	83.7	9.8

## Unit Log Sort x Diameter Bin Summary: PISTOL PETE SORTS U4

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 7	LIVE	Domestic	5.8	31	5,977	3.3	948.2	107.6
DF	8 - 11	LIVE	Domestic	9.1	40	2,136	8.3	350.1	38.4
DF	8 - 11	LIVE	Pole	10.3	40	2,300	0.0	362.5	41.4
DF	12 - 15	LIVE	Domestic	12.0	40	256	10.2	35.7	4.6
DF	12 - 15	LIVE	Pole	12.9	40	445	0.0	74.5	8.0
DF	12 - 15	LIVE	HQ-B	14.4	34	2,281	5.5	327.6	41.1
DF	16 - 19	LIVE	HQ-A	17.1	34	536	5.9	66.3	9.6
RA	< 6	LIVE	Domestic	5.1	33	2,104	4.6	403.4	37.9
RA	6 - 9	LIVE	Domestic	7.7	21	215	12.3	37.4	3.9
RA	10 - 11	LIVE	Domestic	10.8	35	597	12.0	97.4	10.8
RA	12 - 15	LIVE	Domestic	12.3	30	282	6.8	42.8	5.1
RC	5+	LIVE	Domestic	6.2	27	3,671	13.1	611.0	66.1
RC	5+	LIVE	Pole	10.3	36	673	0.0	85.9	12.1
WH	5 - 7	LIVE	Domestic	6.5	36	615	4.3	135.9	11.1
WH	8 - 11	LIVE	Domestic	10.1	40	542	0.0	83.7	9.8

## Cruise Unit Report PISTOL PETE SORTS U5

### Unit Sale Notice Volume (MBF): PISTOL PETE SORTS U5

Sp	DBH	Rings/In	Age	MBF Volume by Grade					
				All	Spec Mill	2 Saw	3 Saw	4 Saw	Utility
DF	15.0	10.0		755	69	197	388	101	
RA	14.6			220		25	51	131	13
GF	11.9			101			52	50	
WH	17.9			78		32	32	14	
RC	17.8			24			18	6	
MA	24.0			15		11			4
ALL	14.7	10.0		1,194	69	265	541	302	17

### Unit Sale Notice Weight (tons): PISTOL PETE SORTS U5

Sp	Tons by Grade					
	All	Spec Mill	2 Saw	3 Saw	4 Saw	Utility
DF	6,250	494	1,640	3,337	780	
RA	2,358		254	480	1,526	99
GF	998			508	490	
WH	892		357	355	180	
RC	293			225	68	
MA	115		86			29
ALL	10,906	494	2,337	4,904	3,044	128

### Unit Cruise Design: PISTOL PETE SORTS U5

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B2C: VR, 2 BAF (54.44, 40 for some species) Measure/Count Plots, Sighting Ht = 4.5 ft	58.1	62.4	34	17	0

### Unit Cruise Summary: PISTOL PETE SORTS U5

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	34	61	1.8	2
RA	19	45	1.3	0
GF	6	13	0.4	0
WH	2	8	0.2	0

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
RC	4	6	0.2	0
MA	1	2	0.1	0
ALL	66	135	4.0	2

#### Unit Cruise Statistics: PISTOL PETE SORTS U5

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	97.7	103.4	17.7	133.0	24.6	4.2	12,995	106.3	18.2
RA	52.9	114.2	19.6	71.7	40.5	9.3	3,794	121.2	21.7
GF	20.8	232.3	39.8	83.8	31.1	12.7	1,745	234.4	41.8
WH	12.8	278.0	47.7	104.3	2.3	1.6	1,336	278.0	47.7
RC	7.9	306.0	52.5	53.2	45.7	22.8	421	309.4	57.2
MA	2.4	406.0	69.6	109.8	0.0	0.0	258	406.0	69.6
ALL	194.5	37.8	6.5	105.7	40.8	5.0	20,549	55.6	8.2

#### Unit Summary: PISTOL PETE SORTS U5

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	34	ALL	15.0	72	91	13,830	12,995	6.0	79.6	97.7	25.2	755.0
GF	LIVE	CUT	6	ALL	11.9	51	62	1,745	1,745	0.0	27.0	20.8	6.0	101.4
MA	LIVE	CUT	1	ALL	24.0	65	80	288	258	10.4	0.7	2.4	0.5	15.0
RA	LIVE	CUT	19	ALL	14.6	54	65	4,416	3,794	14.1	45.5	52.9	13.9	220.4
RC	LIVE	CUT	4	ALL	17.8	47	57	508	421	17.2	4.6	7.9	1.9	24.4
WH	LIVE	CUT	2	ALL	17.9	72	90	1,495	1,336	10.7	7.3	12.8	3.0	77.6
ALL	LIVE	CUT	66	ALL	14.7	63	78	22,282	20,549	7.8	164.7	194.5	50.5	1,193.9
ALL	ALL	ALL	66	ALL	14.7	63	78	22,282	20,549	7.8	164.7	194.5	50.5	1,193.9

#### Unit Stand Table: PISTOL PETE SORTS U5

Sp	D	Status	Rx	N	DBH	BL	THT	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	8	LIVE	CUT	2	8.0	33	38	346	8.7	16.5	5.7	2.0	20.1
DF	10	LIVE	CUT	1	10.0	70	88	332	0.0	5.3	2.9	0.9	19.3
DF	12	LIVE	CUT	3	12.0	70	88	973	2.6	11.0	8.6	2.5	56.5
DF	14	LIVE	CUT	6	13.6	74	93	1,823	2.5	17.0	17.2	4.7	105.9
DF	16	LIVE	CUT	2	16.0	80	101	772	2.8	4.1	5.7	1.4	44.8
DF	18	LIVE	CUT	7	17.6	87	110	2,665	5.9	12.0	20.1	4.8	154.9
DF	20	LIVE	CUT	4	19.7	101	129	1,781	6.0	5.4	11.5	2.6	103.4

Sp	D	Status	Rx	N	DBH	BL	THT	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	22	LIVE	CUT	2	21.0	105	135	927	6.2	2.4	5.7	1.3	53.8
DF	24	LIVE	CUT	4	23.2	110	141	2,069	7.4	3.9	11.5	2.4	120.2
DF	26	LIVE	CUT	2	26.0	103	132	811	16.0	1.6	5.7	1.1	47.1
DF	30	LIVE	CUT	1	29.0	110	141	497	8.6	0.6	2.9	0.5	28.9
GF	8	LIVE	CUT	1	8.0	40	48	268	0.0	9.9	3.5	1.2	15.6
GF	12	LIVE	CUT	2	12.0	45	55	371	0.0	8.8	6.9	2.0	21.6
GF	14	LIVE	CUT	2	14.0	68	86	727	0.0	6.5	6.9	1.9	42.2
GF	20	LIVE	CUT	1	19.0	75	95	379	0.0	1.8	3.5	0.8	22.0
MA	24	LIVE	CUT	1	24.0	65	80	258	10.4	0.7	2.4	0.5	15.0
RA	10	LIVE	CUT	2	10.0	45	54	369	0.0	9.7	5.3	1.7	21.4
RA	12	LIVE	CUT	2	12.0	51	62	337	5.7	6.7	5.3	1.5	19.6
RA	14	LIVE	CUT	3	13.6	56	68	599	9.4	7.8	7.9	2.2	34.8
RA	16	LIVE	CUT	4	15.7	59	72	761	23.3	7.8	10.6	2.7	44.2
RA	18	LIVE	CUT	6	17.3	56	68	1,220	17.1	11.4	18.5	4.5	70.9
RA	20	LIVE	CUT	1	20.0	65	80	250	8.8	1.2	2.6	0.6	14.5
RA	22	LIVE	CUT	1	22.0	70	86	258	11.4	1.0	2.6	0.6	15.0
RC	14	LIVE	CUT	1	14.0	30	35	47	0.0	1.6	1.7	0.4	2.7
RC	18	LIVE	CUT	2	18.0	52	64	218	16.7	2.2	4.0	0.9	12.7
RC	24	LIVE	CUT	1	23.0	65	81	156	21.8	0.8	2.3	0.5	9.0
WH	18	LIVE	CUT	1	17.0	70	87	679	8.7	4.1	6.4	1.6	39.4
WH	20	LIVE	CUT	1	19.0	75	93	657	12.6	3.3	6.4	1.5	38.2

### Unit Log Grade Summary: PISTOL PETE SORTS U5

Sp	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	2 SAW	13.7	36	3,388	10.2	1,639.6	196.9
DF	LIVE	3 SAW	8.6	40	6,674	4.4	3,336.6	387.8
DF	LIVE	4 SAW	5.3	24	1,742	2.7	780.0	101.2
DF	LIVE	SPECIAL MILL	16.8	33	1,190	7.6	493.7	69.2
GF	LIVE	3 SAW	9.1	40	888	0.0	508.0	51.6
GF	LIVE	4 SAW	5.1	29	857	0.0	490.4	49.8
MA	LIVE	2 SAW	16.5	30	195	13.3	86.5	11.3
MA	LIVE	UTILITY	10.6	24	64	0.0	28.8	3.7
RA	LIVE	2 SAW	12.9	40	432	10.1	254.2	25.1
RA	LIVE	3 SAW	10.4	37	879	9.6	479.7	51.1
RA	LIVE	4 SAW	7.0	34	2,262	9.1	1,525.6	131.4
RA	LIVE	CULL	6.9	27	0	100.0	0.0	0.0
RA	LIVE	UTILITY	6.0	19	221	21.9	98.9	12.8

Sp	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
RC	LIVE	3 SAW	9.9	36	316	21.6	225.0	18.3
RC	LIVE	4 SAW	5.4	26	105	0.0	67.7	6.1
WH	LIVE	2 SAW	12.0	40	543	14.8	356.8	31.6
WH	LIVE	3 SAW	10.5	40	557	10.5	355.1	32.3
WH	LIVE	4 SAW	5.6	30	236	0.0	179.9	13.7

#### Unit Log Sort Summary: PISTOL PETE SORTS U5

Sp	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	Domestic	7.1	32	8,838	6.1	4,351.0	513.5
DF	LIVE	HQ-A	15.7	34	1,472	7.2	619.3	85.5
DF	LIVE	HQ-B	13.6	34	1,798	7.7	867.5	104.5
DF	LIVE	Pole	10.6	40	886	0.0	412.1	51.5
GF	LIVE	Domestic	6.1	32	1,745	0.0	998.4	101.4
MA	LIVE	Domestic	16.5	30	195	13.3	86.5	11.3
MA	LIVE	Pulp	10.6	24	64	0.0	28.8	3.7
RA	LIVE	Cull	6.9	27	0	100.0	0.0	0.0
RA	LIVE	Domestic	7.7	35	3,573	9.3	2,259.5	207.6
RA	LIVE	Pulp	6.0	19	221	21.9	98.9	12.8
RC	LIVE	Domestic	7.4	30	421	17.2	292.7	24.4
WH	LIVE	Domestic	8.4	35	1,336	10.7	891.8	77.6

#### Unit Log Grade x Sort Summary: PISTOL PETE SORTS U5

Sp	Status	Grade	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	2 SAW	Domestic	13.9	40	1,308	14.2	646.5	76.0
DF	LIVE	2 SAW	HQ-A	13.1	34	282	5.9	125.6	16.4
DF	LIVE	2 SAW	HQ-B	13.6	34	1,798	7.7	867.5	104.5
DF	LIVE	3 SAW	Domestic	8.4	40	5,788	5.0	2,924.5	336.3
DF	LIVE	3 SAW	Pole	10.6	40	886	0.0	412.1	51.5
DF	LIVE	4 SAW	Domestic	5.3	24	1,742	2.7	780.0	101.2
DF	LIVE	SPECIAL MILL	HQ-A	16.8	33	1,190	7.6	493.7	69.2
GF	LIVE	3 SAW	Domestic	9.1	40	888	0.0	508.0	51.6
GF	LIVE	4 SAW	Domestic	5.1	29	857	0.0	490.4	49.8
MA	LIVE	2 SAW	Domestic	16.5	30	195	13.3	86.5	11.3
MA	LIVE	UTILITY	Pulp	10.6	24	64	0.0	28.8	3.7
RA	LIVE	2 SAW	Domestic	12.9	40	432	10.1	254.2	25.1
RA	LIVE	3 SAW	Domestic	10.4	37	879	9.6	479.7	51.1
RA	LIVE	4 SAW	Domestic	7.0	34	2,262	9.1	1,525.6	131.4



Sp	Status	Grade	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
RA	LIVE	CULL	Cull	6.9	27	0	100.0	0.0	0.0
RA	LIVE	UTILITY	Pulp	6.0	19	221	21.9	98.9	12.8
RC	LIVE	3 SAW	Domestic	9.9	36	316	21.6	225.0	18.3
RC	LIVE	4 SAW	Domestic	5.4	26	105	0.0	67.7	6.1
WH	LIVE	2 SAW	Domestic	12.0	40	543	14.8	356.8	31.6
WH	LIVE	3 SAW	Domestic	10.5	40	557	10.5	355.1	32.3
WH	LIVE	4 SAW	Domestic	5.6	30	236	0.0	179.9	13.7

### Unit Log Grade x Diameter Bin Summary: PISTOL PETE SORTS U5

Sp	Bin	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 7	LIVE	4 SAW	5.3	24	1,708	2.6	760.3	99.3
DF	5 - 7	LIVE	3 SAW	7.0	40	2,056	3.3	1,076.0	119.4
DF	8 - 11	LIVE	4 SAW	8.3	22	34	9.8	19.7	2.0
DF	8 - 11	LIVE	3 SAW	9.8	40	4,305	4.8	2,129.2	250.1
DF	12 - 15	LIVE	3 SAW	12.1	40	314	5.5	131.4	18.2
DF	12 - 15	LIVE	2 SAW	13.3	36	2,910	7.7	1,369.9	169.0
DF	16 - 19	LIVE	SPECIAL MILL	16.8	33	1,190	7.6	493.7	69.2
DF	16 - 19	LIVE	2 SAW	17.2	37	479	22.5	269.7	27.8
GF	5 - 7	LIVE	4 SAW	5.1	29	857	0.0	490.4	49.8
GF	8 - 11	LIVE	3 SAW	9.1	40	888	0.0	508.0	51.6
MA	8 - 11	LIVE	UTILITY	10.6	24	64	0.0	28.8	3.7
MA	16 - 19	LIVE	2 SAW	16.5	30	195	13.3	86.5	11.3
RA	< 6	LIVE	CULL	5.0	13	0	100.0	0.0	0.0
RA	< 6	LIVE	UTILITY	5.2	18	101	0.0	47.0	5.8
RA	< 6	LIVE	4 SAW	5.3	34	531	1.3	325.4	30.8
RA	6 - 9	LIVE	UTILITY	6.5	19	120	34.0	51.8	7.0
RA	6 - 9	LIVE	4 SAW	7.9	34	1,732	11.2	1,200.2	100.6
RA	6 - 9	LIVE	CULL	8.7	40	0	100.0	0.0	0.0
RA	10 - 11	LIVE	3 SAW	10.4	37	879	9.6	479.7	51.1
RA	12 - 15	LIVE	2 SAW	12.9	40	432	10.1	254.2	25.1
RC	5+	LIVE	4 SAW	5.4	26	105	0.0	67.7	6.1
RC	5+	LIVE	3 SAW	9.9	36	316	21.6	225.0	18.3
WH	5 - 7	LIVE	4 SAW	5.6	30	236	0.0	179.9	13.7
WH	8 - 11	LIVE	3 SAW	10.5	40	557	10.5	355.1	32.3
WH	12 - 15	LIVE	2 SAW	12.0	40	543	14.8	356.8	31.6

## Unit Log Sort x Diameter Bin Summary: PISTOL PETE SORTS U5

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 7	LIVE	Domestic	5.9	29	3,764	3.0	1,836.3	218.7
DF	8 - 11	LIVE	Domestic	9.6	39	3,452	6.0	1,736.8	200.6
DF	8 - 11	LIVE	Pole	10.6	40	886	0.0	412.1	51.5
DF	12 - 15	LIVE	Domestic	13.1	40	1,413	8.5	633.3	82.1
DF	12 - 15	LIVE	HQ-A	13.1	34	282	5.9	125.6	16.4
DF	12 - 15	LIVE	HQ-B	13.3	34	1,529	6.9	742.3	88.8
DF	16 - 19	LIVE	HQ-A	16.8	33	1,190	7.6	493.7	69.2
DF	16 - 19	LIVE	Domestic	16.9	40	209	33.0	144.5	12.1
DF	16 - 19	LIVE	HQ-B	17.4	34	270	11.7	125.2	15.7
GF	5 - 7	LIVE	Domestic	5.1	29	857	0.0	490.4	49.8
GF	8 - 11	LIVE	Domestic	9.1	40	888	0.0	508.0	51.6
MA	8 - 11	LIVE	Pulp	10.6	24	64	0.0	28.8	3.7
MA	16 - 19	LIVE	Domestic	16.5	30	195	13.3	86.5	11.3
RA	< 6	LIVE	Cull	5.0	13	0	100.0	0.0	0.0
RA	< 6	LIVE	Pulp	5.2	18	101	0.0	47.0	5.8
RA	< 6	LIVE	Domestic	5.3	34	531	1.3	325.4	30.8
RA	6 - 9	LIVE	Pulp	6.5	19	120	34.0	51.8	7.0
RA	6 - 9	LIVE	Domestic	7.9	34	1,732	11.2	1,200.2	100.6
RA	6 - 9	LIVE	Cull	8.7	40	0	100.0	0.0	0.0
RA	10 - 11	LIVE	Domestic	10.4	37	879	9.6	479.7	51.1
RA	12 - 15	LIVE	Domestic	12.9	40	432	10.1	254.2	25.1
RC	5+	LIVE	Domestic	7.4	30	421	17.2	292.7	24.4
WH	5 - 7	LIVE	Domestic	5.6	30	236	0.0	179.9	13.7
WH	8 - 11	LIVE	Domestic	10.5	40	557	10.5	355.1	32.3
WH	12 - 15	LIVE	Domestic	12.0	40	543	14.8	356.8	31.6

## Cruise Unit Report PISTOL PETE SORTS U6

### Unit Sale Notice Volume (MBF): PISTOL PETE SORTS U6

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	15.1	8.0		222	62	121	38
WH	17.5			19		17	2
ALL	15.2	8.0		241	62	139	40

### Unit Sale Notice Weight (tons): PISTOL PETE SORTS U6

Sp	Tons by Grade			
	All	2 Saw	3 Saw	4 Saw
DF	1,902	492	1,064	345
WH	191		171	20
ALL	2,093	492	1,236	365

### Unit Cruise Design: PISTOL PETE SORTS U6

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B2: VR, 2 BAF (54.44, 40 for some species) Measure All, Sighting Ht = 4.5 ft	6.8	7.3	5	5	0

### Unit Cruise Summary: PISTOL PETE SORTS U6

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	25	25	5.0	1
WH	2	2	0.4	0
ALL	27	27	5.4	1

### Unit Cruise Statistics: PISTOL PETE SORTS U6

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	272.2	14.1	6.3	119.7	27.8	5.6	32,575	31.2	8.4
WH	21.8	136.9	61.2	128.4	10.0	7.1	2,796	137.3	61.6
ALL	294.0	10.1	4.5	120.3	26.8	5.1	35,372	28.6	6.9

**Unit Summary: PISTOL PETE SORTS U6**

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	25	ALL	15.1	71	90	33,653	32,575	3.2	218.9	272.2	70.0	221.5
WH	LIVE	CUT	2	ALL	17.5	79	99	2,796	2,796	0.0	13.0	21.8	5.2	19.0
ALL	LIVE	CUT	27	ALL	15.2	72	90	36,449	35,372	3.0	231.9	294.0	75.3	240.5
ALL	ALL	ALL	27	ALL	15.2	72	90	36,449	35,372	3.0	231.9	294.0	75.3	240.5

**Unit Stand Table: PISTOL PETE SORTS U6**

Sp	D	Status	Rx	N	DBH	BL	THT	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	10	LIVE	CUT	1	10.0	50	61	819	0.0	20.0	10.9	3.4	5.6
DF	12	LIVE	CUT	5	11.6	61	76	4,885	0.0	74.6	54.4	16.0	33.2
DF	14	LIVE	CUT	3	13.6	67	83	2,977	5.5	32.2	32.7	8.8	20.2
DF	16	LIVE	CUT	4	15.7	75	94	5,161	0.0	32.3	43.6	11.0	35.1
DF	18	LIVE	CUT	2	18.0	85	108	2,884	3.7	12.3	21.8	5.1	19.6
DF	20	LIVE	CUT	5	19.2	87	110	6,673	3.1	27.1	54.4	12.4	45.4
DF	22	LIVE	CUT	3	21.3	100	127	5,502	5.6	13.2	32.7	7.1	37.4
DF	24	LIVE	CUT	2	23.0	108	138	3,676	6.5	7.5	21.8	4.5	25.0
WH	18	LIVE	CUT	2	17.5	79	99	2,796	0.0	13.1	21.8	5.2	19.0

**Unit Log Grade Summary: PISTOL PETE SORTS U6**

Sp	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	2 SAW	14.0	34	9,096	4.4	492.1	61.9
DF	LIVE	3 SAW	8.6	40	17,847	3.2	1,064.3	121.4
DF	LIVE	4 SAW	5.4	28	5,632	1.0	345.3	38.3
WH	LIVE	3 SAW	9.6	40	2,554	0.0	171.4	17.4
WH	LIVE	4 SAW	5.3	33	242	0.0	19.5	1.6

**Unit Log Sort Summary: PISTOL PETE SORTS U6**

Sp	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	Domestic	6.9	34	22,556	2.8	1,356.0	153.4
DF	LIVE	HQ-B	13.8	34	10,019	4.0	545.7	68.1
WH	LIVE	Domestic	8.5	38	2,796	0.0	190.9	19.0

**Unit Log Grade x Sort Summary: PISTOL PETE SORTS U6**

Sp	Status	Grade	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	2 SAW	HQ-B	14.0	34	9,096	4.4	492.1	61.9
DF	LIVE	3 SAW	Domestic	8.5	40	16,924	3.4	1,010.7	115.1
DF	LIVE	3 SAW	HQ-B	12.5	34	924	0.0	53.6	6.3
DF	LIVE	4 SAW	Domestic	5.4	28	5,632	1.0	345.3	38.3
WH	LIVE	3 SAW	Domestic	9.6	40	2,554	0.0	171.4	17.4
WH	LIVE	4 SAW	Domestic	5.3	33	242	0.0	19.5	1.6

**Unit Log Grade x Diameter Bin Summary: PISTOL PETE SORTS U6**

Sp	Bin	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 7	LIVE	4 SAW	5.4	28	5,632	1.0	345.3	38.3
DF	5 - 7	LIVE	3 SAW	7.1	40	5,831	2.6	383.0	39.7
DF	8 - 11	LIVE	3 SAW	9.9	40	11,093	3.8	627.8	75.4
DF	12 - 15	LIVE	3 SAW	12.5	34	924	0.0	53.6	6.3
DF	12 - 15	LIVE	2 SAW	14.0	34	9,096	4.4	492.1	61.9
WH	5 - 7	LIVE	4 SAW	5.3	33	242	0.0	19.5	1.6
WH	5 - 7	LIVE	3 SAW	6.0	40	388	0.0	25.5	2.6
WH	8 - 11	LIVE	3 SAW	11.3	40	2,166	0.0	145.9	14.7

**Unit Log Sort x Diameter Bin Summary: PISTOL PETE SORTS U6**

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 7	LIVE	Domestic	6.0	32	11,464	1.8	728.3	78.0
DF	8 - 11	LIVE	Domestic	9.9	40	11,093	3.8	627.8	75.4
DF	12 - 15	LIVE	HQ-B	13.8	34	10,019	4.0	545.7	68.1
WH	5 - 7	LIVE	Domestic	5.6	36	630	0.0	45.0	4.3
WH	8 - 11	LIVE	Domestic	11.3	40	2,166	0.0	145.9	14.7

## Cruise Unit Report PISTOL PETE SORTS U7

### Unit Sale Notice Volume (MBF): PISTOL PETE SORTS U7

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	20.1			44	23	19	2
ALL	20.1			44	23	19	2

### Unit Sale Notice Weight (tons): PISTOL PETE SORTS U7

Sp	Tons by Grade			
	All	2 Saw	3 Saw	4 Saw
DF	355	183	153	19
ALL	355	183	153	19

### Unit Cruise Design: PISTOL PETE SORTS U7

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	3.7	3.7	3	3	0

### Unit Cruise Summary: PISTOL PETE SORTS U7

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
WH		1	0.3	0
DF	6	16	5.3	0
ALL	6	17	5.7	0

### Unit Cruise Statistics: PISTOL PETE SORTS U7

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
WH	13.3	173.2	100.0						
DF	213.3	10.8	6.3	149.7	13.3	5.4	31,941	17.2	8.3
ALL	226.7	10.2	5.9	149.7	13.3	5.4	33,938	16.8	8.0

**Unit Summary: PISTOL PETE SORTS U7**

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	6	ALL	20.1	95	121	12,621	11,978	5.1	36.3	80.0	17.8	44.3
DF	LIVE	LEA	10	ALL	11.2	56	70	21,036	19,963	5.1	194.9	133.3	39.8	73.9
WH	LIVE	LEA	1	ALL	18.0	84	105				7.5	13.3	3.1	
ALL	LIVE	LEA	11	ALL	11.5	57	71	21,036	19,963	5.1	202.4	146.7	43.0	73.9
ALL	LIVE	CUT	6	ALL	20.1	95	121	12,621	11,978	5.1	36.3	80.0	17.8	44.3
ALL	ALL	ALL	17	ALL	13.2	63	79	33,657	31,941	5.1	238.7	226.7	60.8	118.2

**Unit Stand Table: PISTOL PETE SORTS U7**

Sp	D	Status	Rx	N	DBH	BL	THT	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	18	LIVE	CUT	1	18.0	85	108	1,834	0.0	7.5	13.3	3.1	6.8
DF	20	LIVE	CUT	2	19.0	93	118	3,461	3.4	13.5	26.7	6.1	12.8
DF	22	LIVE	CUT	2	21.5	100	127	4,382	8.3	10.6	26.7	5.8	16.2
DF	24	LIVE	CUT	1	23.0	110	141	2,301	5.1	4.6	13.3	2.8	8.5
DF	8	LIVE	LEA	2	8.0	40	48	3,066	0.0	76.4	26.7	9.4	11.3
DF	10	LIVE	LEA	1	10.0	50	61	1,437	0.0	24.4	13.3	4.2	5.3
DF	12	LIVE	LEA	3	11.6	66	82	5,795	0.0	54.2	40.0	11.7	21.4
DF	14	LIVE	LEA	1	14.0	75	94	1,949	7.6	12.5	13.3	3.6	7.2
DF	16	LIVE	LEA	2	16.0	80	101	5,283	0.0	19.1	26.7	6.7	19.5
DF	18	LIVE	LEA	1	18.0	85	108	2,434	7.4	7.5	13.3	3.1	9.0
WH	18	LIVE	LEA	1	18.0	84	105			7.5	13.3	3.1	

**Unit Log Grade Summary: PISTOL PETE SORTS U7**

Sp	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	2 SAW	14.0	34	6,179	5.4	182.7	22.9
DF	LIVE	3 SAW	9.3	40	5,186	5.3	152.7	19.2
DF	LIVE	4 SAW	7.1	19	613	0.0	19.2	2.3

**Unit Log Sort Summary: PISTOL PETE SORTS U7**

Sp	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	Domestic	8.6	33	5,799	4.8	171.9	21.5
DF	LIVE	HQ-B	14.0	34	6,179	5.4	182.7	22.9

**Unit Log Grade x Sort Summary: PISTOL PETE SORTS U7**

Sp	Status	Grade	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	2 SAW	HQ-B	14.0	34	6,179	5.4	182.7	22.9
DF	LIVE	3 SAW	Domestic	9.3	40	5,186	5.3	152.7	19.2
DF	LIVE	4 SAW	Domestic	7.1	19	613	0.0	19.2	2.3

**Unit Log Grade x Diameter Bin Summary: PISTOL PETE SORTS U7**

Sp	Bin	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 7	LIVE	3 SAW	6.0	40	475	0.0	14.3	1.8
DF	5 - 7	LIVE	4 SAW	7.1	19	613	0.0	19.2	2.3
DF	8 - 11	LIVE	3 SAW	10.0	40	4,710	5.8	138.3	17.4
DF	12 - 15	LIVE	2 SAW	14.0	34	6,179	5.4	182.7	22.9

**Unit Log Sort x Diameter Bin Summary: PISTOL PETE SORTS U7**

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 7	LIVE	Domestic	6.8	25	1,089	0.0	33.6	4.0
DF	8 - 11	LIVE	Domestic	10.0	40	4,710	5.8	138.3	17.4
DF	12 - 15	LIVE	HQ-B	14.0	34	6,179	5.4	182.7	22.9



## Cruise Unit Report PISTOL PETE SORTS U8

### Unit Sale Notice Volume (MBF): PISTOL PETE SORTS U8

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	14.5			78	16	47	15
WH	17.0			11		9	2
ALL	14.7			89	16	55	17

### Unit Sale Notice Weight (tons): PISTOL PETE SORTS U8

Sp	Tons by Grade			
	All	2 Saw	3 Saw	4 Saw
DF	746	131	476	139
WH	111		88	24
ALL	857	131	564	162

### Unit Cruise Design: PISTOL PETE SORTS U8

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B2: VR, 2 BAF (54.44, 40 for some species) Measure All, Sighting Ht = 4.5 ft	3.3	3.4	2	2	0

### Unit Cruise Summary: PISTOL PETE SORTS U8

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	9	9	4.5	0
WH	1	1	0.5	0
ALL	10	10	5.0	0

### Unit Cruise Statistics: PISTOL PETE SORTS U8

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	245.0	15.7	11.1	96.4	20.1	6.7	23,618	25.5	13.0
WH	27.2	141.4	100.0	119.3	0.0	0.0	3,247	141.4	100.0
ALL	272.2	0.0	0.0	98.7	19.9	6.3	26,865	19.9	6.3

**Unit Summary: PISTOL PETE SORTS U8**

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	9	ALL	14.5	65	81	24,106	23,618	2.0	213.6	245.0	64.3	77.9
WH	LIVE	CUT	1	ALL	17.0	75	94	3,247	3,247	0.0	17.3	27.2	6.6	10.7
ALL	LIVE	CUT	10	ALL	14.7	66	82	27,353	26,865	1.8	230.9	272.2	70.9	88.7
ALL	ALL	ALL	10	ALL	14.7	66	82	27,353	26,865	1.8	230.9	272.2	70.9	88.7

**Unit Stand Table: PISTOL PETE SORTS U8**

Sp	D	Status	Rx	N	DBH	BL	THT	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	12	LIVE	CUT	2	11.5	55	67	3,957	0.0	75.9	54.4	16.1	13.1
DF	14	LIVE	CUT	2	13.5	63	78	4,666	4.2	55.0	54.4	14.8	15.4
DF	16	LIVE	CUT	2	15.5	70	88	5,377	0.0	41.7	54.4	13.8	17.7
DF	20	LIVE	CUT	3	19.3	83	106	9,617	2.8	40.1	81.7	18.6	31.7
WH	18	LIVE	CUT	1	17.0	75	94	3,247	0.0	17.3	27.2	6.6	10.7

**Unit Log Grade Summary: PISTOL PETE SORTS U8**

Sp	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	2 SAW	13.0	34	4,866	0.0	130.7	16.1
DF	LIVE	3 SAW	8.2	40	14,168	2.7	476.5	46.8
DF	LIVE	4 SAW	5.2	27	4,584	2.1	138.8	15.1
WH	LIVE	3 SAW	10.8	40	2,642	0.0	87.5	8.7
WH	LIVE	4 SAW	5.3	33	604	0.0	23.7	2.0

**Unit Log Sort Summary: PISTOL PETE SORTS U8**

Sp	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	Domestic	6.5	34	16,443	2.9	550.3	54.3
DF	LIVE	HQ-B	12.8	34	7,175	0.0	195.7	23.7
WH	LIVE	Domestic	8.1	37	3,247	0.0	111.2	10.7

**Unit Log Grade x Sort Summary: PISTOL PETE SORTS U8**

Sp	Status	Grade	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	2 SAW	HQ-B	13.0	34	4,866	0.0	130.7	16.1
DF	LIVE	3 SAW	Domestic	7.8	40	11,859	3.2	411.5	39.1
DF	LIVE	3 SAW	HQ-B	12.5	34	2,309	0.0	65.0	7.6
DF	LIVE	4 SAW	Domestic	5.2	27	4,584	2.1	138.8	15.1

Sp	Status	Grade	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
WH	LIVE	3 SAW	Domestic	10.8	40	2,642	0.0	87.5	8.7
WH	LIVE	4 SAW	Domestic	5.3	33	604	0.0	23.7	2.0

#### Unit Log Grade x Diameter Bin Summary: PISTOL PETE SORTS U8

Sp	Bin	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 7	LIVE	4 SAW	5.2	27	4,584	2.1	138.8	15.1
DF	5 - 7	LIVE	3 SAW	7.3	40	7,646	4.9	269.1	25.2
DF	8 - 11	LIVE	3 SAW	9.2	40	4,213	0.0	142.4	13.9
DF	12 - 15	LIVE	3 SAW	12.5	34	2,309	0.0	65.0	7.6
DF	12 - 15	LIVE	2 SAW	13.0	34	4,866	0.0	130.7	16.1
WH	5 - 7	LIVE	4 SAW	5.3	33	604	0.0	23.7	2.0
WH	8 - 11	LIVE	3 SAW	10.8	40	2,642	0.0	87.5	8.7

#### Unit Log Sort x Diameter Bin Summary: PISTOL PETE SORTS U8

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 7	LIVE	Domestic	6.1	33	12,230	3.8	407.8	40.4
DF	8 - 11	LIVE	Domestic	9.2	40	4,213	0.0	142.4	13.9
DF	12 - 15	LIVE	HQ-B	12.8	34	7,175	0.0	195.7	23.7
WH	5 - 7	LIVE	Domestic	5.3	33	604	0.0	23.7	2.0
WH	8 - 11	LIVE	Domestic	10.8	40	2,642	0.0	87.5	8.7

## Cruise Unit Report PISTOL PETE SORTS U9

### Unit Sale Notice Volume (MBF): PISTOL PETE SORTS U9

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	Spec Mill	2 Saw	3 Saw	4 Saw
DF	14.5			49	4	16	20	9
RC	19.2			24			22	3
WH	12.0			5			5	
RA	12.0			3				3
ALL	15.0			81	4	16	46	14

### Unit Sale Notice Weight (tons): PISTOL PETE SORTS U9

Sp	Tons by Grade				
	All	Spec Mill	2 Saw	3 Saw	4 Saw
DF	360	22	96	161	81
RC	169			147	21
WH	56			56	
RA	26				26
ALL	611	22	96	365	128

### Unit Cruise Design: PISTOL PETE SORTS U9

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	2.4	2.4	3	3	0

### Unit Cruise Summary: PISTOL PETE SORTS U9

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	12	12	4.0	0
RC	7	7	2.3	0
WH	2	2	0.7	0
RA	1	1	0.3	0
ALL	22	22	7.3	0

**Unit Cruise Statistics: PISTOL PETE SORTS U9**

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	160.0	129.9	75.0	126.8	46.2	13.3	20,295	137.9	76.2
RC	93.3	173.2	100.0	107.8	30.7	11.6	10,060	175.9	100.7
WH	26.7	173.2	100.0	80.2	0.0	0.0	2,139	173.2	100.0
RA	13.3	173.2	100.0	80.2	0.0	0.0	1,070	173.2	100.0
ALL	293.3	41.7	24.1	114.4	42.6	9.1	33,563	59.6	25.7

**Unit Summary: PISTOL PETE SORTS U9**

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	12	ALL	14.5	56	73	21,044	20,295	3.6	139.5	160.0	42.0	48.7
RA	LIVE	CUT	1	ALL	12.0	45	73	1,070	1,070	0.0	17.0	13.3	3.8	2.6
RC	LIVE	CUT	7	ALL	19.2	56	71	10,163	10,060	1.0	46.4	93.3	21.3	24.1
WH	LIVE	CUT	2	ALL	12.0	48	65	2,139	2,139	0.0	34.0	26.7	7.7	5.1
ALL	LIVE	CUT	22	ALL	15.1	54	71	34,416	33,563	2.5	236.9	293.3	74.9	80.6
ALL	ALL	ALL	22	ALL	15.1	54	71	34,416	33,563	2.5	236.9	293.3	74.9	80.6

**Unit Stand Table: PISTOL PETE SORTS U9**

Sp	D	Status	Rx	N	DBH	BL	THT	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	10	LIVE	CUT	1	10.0	30	41	685	0.0	24.4	13.3	4.2	1.6
DF	12	LIVE	CUT	3	11.6	48	65	3,415	0.0	54.2	40.0	11.7	8.2
DF	14	LIVE	CUT	1	14.0	60	74	1,484	0.0	12.5	13.3	3.6	3.6
DF	16	LIVE	CUT	3	15.6	75	93	4,937	13.2	30.0	40.0	10.1	11.8
DF	18	LIVE	CUT	1	18.0	80	101	1,909	0.0	7.5	13.3	3.1	4.6
DF	20	LIVE	CUT	1	20.0	75	94	1,779	0.0	6.1	13.3	3.0	4.3
DF	26	LIVE	CUT	1	26.0	99	126	3,016	0.0	3.6	13.3	2.6	7.2
DF	34	LIVE	CUT	1	34.0	90	115	3,069	0.0	2.1	13.3	2.3	7.4
RA	12	LIVE	CUT	1	12.0	45	73	1,070	0.0	17.0	13.3	3.8	2.6
RC	12	LIVE	CUT	1	12.0	28	35	475	0.0	17.0	13.3	3.8	1.1
RC	18	LIVE	CUT	1	18.0	69	87	1,464	0.0	7.5	13.3	3.1	3.5
RC	20	LIVE	CUT	1	20.0	66	83	1,486	0.0	6.1	13.3	3.0	3.6
RC	22	LIVE	CUT	1	22.0	76	96	1,515	0.0	5.1	13.3	2.8	3.6
RC	24	LIVE	CUT	1	24.0	75	95	1,663	0.0	4.2	13.3	2.7	4.0
RC	26	LIVE	CUT	1	26.0	77	98	1,653	0.0	3.6	13.3	2.6	4.0
RC	30	LIVE	CUT	1	30.0	80	102	1,804	5.4	2.7	13.3	2.4	4.3
WH	12	LIVE	CUT	2	12.0	47	65	2,139	0.0	34.0	26.7	7.7	5.1

**Unit Log Grade Summary: PISTOL PETE SORTS U9**

Sp	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	2 SAW	15.2	35	6,764	0.0	96.1	16.2
DF	LIVE	3 SAW	8.8	35	8,224	7.5	161.4	19.7
DF	LIVE	4 SAW	5.7	27	3,571	2.4	80.7	8.6
DF	LIVE	SPECIAL MILL	19.7	32	1,736	0.0	22.3	4.2
RA	LIVE	4 SAW	6.5	40	1,070	0.0	25.8	2.6
RC	LIVE	3 SAW	12.1	33	8,995	1.1	147.4	21.6
RC	LIVE	4 SAW	6.4	27	1,065	0.0	21.2	2.6
WH	LIVE	3 SAW	6.2	40	2,139	0.0	56.1	5.1

**Unit Log Sort Summary: PISTOL PETE SORTS U9**

Sp	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	Domestic	6.5	30	6,652	10.1	148.0	16.0
DF	LIVE	HQ-A	19.0	34	4,895	0.0	61.9	11.7
DF	LIVE	HQ-B	9.7	33	6,838	0.0	114.9	16.4
DF	LIVE	Pole	9.4	38	1,909	0.0	35.6	4.6
RA	LIVE	Domestic	6.5	40	1,070	0.0	25.8	2.6
RC	LIVE	Domestic	9.3	29	4,336	2.3	74.8	10.4
RC	LIVE	Pole	10.9	33	5,724	0.0	93.7	13.7
WH	LIVE	Domestic	6.2	40	2,139	0.0	56.1	5.1

**Unit Log Grade x Sort Summary: PISTOL PETE SORTS U9**

Sp	Status	Grade	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	2 SAW	Domestic	14.6	32	1,394	0.0	21.3	3.3
DF	LIVE	2 SAW	HQ-A	18.5	35	3,159	0.0	39.7	7.6
DF	LIVE	2 SAW	HQ-B	18.1	26	731	0.0	9.3	1.8
DF	LIVE	2 SAW	Pole	12.4	40	1,479	0.0	25.8	3.5
DF	LIVE	3 SAW	Domestic	7.8	37	2,118	23.8	55.7	5.1
DF	LIVE	3 SAW	HQ-B	9.4	33	6,106	0.0	105.7	14.7
DF	LIVE	4 SAW	Domestic	5.7	27	3,141	2.7	70.9	7.5
DF	LIVE	4 SAW	Pole	6.4	36	430	0.0	9.8	1.0
DF	LIVE	SPECIAL MILL	HQ-A	19.7	32	1,736	0.0	22.3	4.2
RA	LIVE	4 SAW	Domestic	6.5	40	1,070	0.0	25.8	2.6
RC	LIVE	3 SAW	Domestic	12.2	31	3,861	2.6	63.3	9.3
RC	LIVE	3 SAW	Pole	11.9	35	5,134	0.0	84.0	12.3
RC	LIVE	4 SAW	Domestic	5.5	26	475	0.0	11.5	1.1
RC	LIVE	4 SAW	Pole	7.9	28	589	0.0	9.7	1.4

Sp	Status	Grade	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
WH	LIVE	3 SAW	Domestic	6.2	40	2,139	0.0	56.1	5.1

#### Unit Log Grade x Diameter Bin Summary: PISTOL PETE SORTS U9

Sp	Bin	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 7	LIVE	4 SAW	5.6	28	3,366	2.5	77.5	8.1
DF	5 - 7	LIVE	3 SAW	6.5	40	1,455	0.0	34.9	3.5
DF	8 - 11	LIVE	3 SAW	9.6	33	6,769	8.9	126.5	16.2
DF	12 - 15	LIVE	4 SAW	13.1	16	205	0.0	3.2	0.5
DF	12 - 15	LIVE	2 SAW	13.8	35	3,900	0.0	60.5	9.4
DF	16 - 19	LIVE	2 SAW	18.1	26	731	0.0	9.3	1.8
DF	16 - 19	LIVE	SPECIAL MILL	19.7	32	1,736	0.0	22.3	4.2
DF	20+	LIVE	2 SAW	24.1	40	2,132	0.0	26.3	5.1
RA	6 - 9	LIVE	4 SAW	6.5	40	1,070	0.0	25.8	2.6
RC	5+	LIVE	4 SAW	6.4	27	1,065	0.0	21.2	2.6
RC	5+	LIVE	3 SAW	12.1	33	8,995	1.1	147.4	21.6
WH	5 - 7	LIVE	3 SAW	6.2	40	2,139	0.0	56.1	5.1

#### Unit Log Sort x Diameter Bin Summary: PISTOL PETE SORTS U9

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 7	LIVE	Domestic	5.7	29	4,390	1.9	102.7	10.5
DF	5 - 7	LIVE	Pole	6.4	36	430	0.0	9.8	1.0
DF	8 - 11	LIVE	HQ-B	9.4	33	6,106	0.0	105.7	14.7
DF	8 - 11	LIVE	Domestic	10.7	32	663	50.0	20.8	1.6
DF	12 - 15	LIVE	Pole	12.4	40	1,479	0.0	25.8	3.5
DF	12 - 15	LIVE	Domestic	14.2	28	1,599	0.0	24.5	3.8
DF	12 - 15	LIVE	HQ-A	15.3	32	1,027	0.0	13.4	2.5
DF	16 - 19	LIVE	HQ-B	18.1	26	731	0.0	9.3	1.8
DF	16 - 19	LIVE	HQ-A	19.7	32	1,736	0.0	22.3	4.2
DF	20+	LIVE	HQ-A	24.1	40	2,132	0.0	26.3	5.1
RA	6 - 9	LIVE	Domestic	6.5	40	1,070	0.0	25.8	2.6
RC	5+	LIVE	Domestic	9.3	29	4,336	2.3	74.8	10.4
RC	5+	LIVE	Pole	10.9	33	5,724	0.0	93.7	13.7
WH	5 - 7	LIVE	Domestic	6.2	40	2,139	0.0	56.1	5.1

## Cruise Unit Report PISTOL PETE SORTS U10

### Unit Sale Notice Volume (MBF): PISTOL PETE SORTS U10

Sp	DBH	Rings/In	Age	MBF Volume by Grade		
				All	3 Saw	4 Saw
DF	14.0			9	6	3
RC	11.0			1	1	
ALL	13.4			11	7	3

### Unit Sale Notice Weight (tons): PISTOL PETE SORTS U10

Sp	Tons by Grade		
	All	3 Saw	4 Saw
DF	84	53	31
RC	9	9	
ALL	93	62	31

### Unit Cruise Design: PISTOL PETE SORTS U10

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B2: VR, 2 BAF (54.44, 40 for some species) Measure All, Sighting Ht = 4.5 ft	0.4	0.4	1	1	0

### Unit Cruise Summary: PISTOL PETE SORTS U10

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	4	4	4.0	0
RC	1	1	1.0	0
ALL	5	5	5.0	0

### Unit Cruise Statistics: PISTOL PETE SORTS U10

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	217.8	0.0	0.0	105.6	21.2	10.6	22,988	21.2	10.6
RC	40.0	0.0	0.0	86.4	0.0	0.0	3,455	0.0	0.0
ALL	257.8	0.0	0.0	102.6	20.7	9.3	26,442	20.7	9.3



**Unit Summary: PISTOL PETE SORTS U10**

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	4	ALL	14.0	66	82	23,456	22,988	2.0	203.7	217.8	58.2	9.2
RC	LIVE	CUT	1	ALL	11.0	50	61	3,455	3,455	0.0	60.6	40.0	12.1	1.4
ALL	LIVE	CUT	5	ALL	13.4	62	77	26,910	26,442	1.7	264.3	257.8	70.3	10.6
ALL	ALL	ALL	5	ALL	13.4	62	77	26,910	26,442	1.7	264.3	257.8	70.3	10.6

**Unit Stand Table: PISTOL PETE SORTS U10**

Sp	D	Status	Rx	N	DBH	BL	THT	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	10	LIVE	CUT	1	10.0	55	68	4,292	0.0	99.8	54.4	17.2	1.7
DF	16	LIVE	CUT	1	16.0	70	88	5,186	8.3	39.0	54.4	13.6	2.1
DF	18	LIVE	CUT	2	17.5	80	101	13,510	0.0	65.3	108.9	26.0	5.4
RC	12	LIVE	CUT	1	11.0	50	61	3,455	0.0	60.6	40.0	12.1	1.4

**Unit Log Grade Summary: PISTOL PETE SORTS U10**

Sp	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	3 SAW	10.4	40	14,885	3.0	53.0	6.0
DF	LIVE	4 SAW	5.2	37	8,102	0.0	31.1	3.2
RC	LIVE	3 SAW	6.0	36	3,455	0.0	9.1	1.4

**Unit Log Sort Summary: PISTOL PETE SORTS U10**

Sp	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	Domestic	6.9	38	22,988	2.0	84.0	9.2
RC	LIVE	Domestic	6.0	36	3,455	0.0	9.1	1.4

**Unit Log Grade x Sort Summary: PISTOL PETE SORTS U10**

Sp	Status	Grade	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	3 SAW	Domestic	10.4	40	14,885	3.0	53.0	6.0
DF	LIVE	4 SAW	Domestic	5.2	37	8,102	0.0	31.1	3.2
RC	LIVE	3 SAW	Domestic	6.0	36	3,455	0.0	9.1	1.4

**Unit Log Grade x Diameter Bin Summary: PISTOL PETE SORTS U10**

Sp	Bin	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 7	LIVE	4 SAW	5.2	37	8,102	0.0	31.1	3.2
DF	8 - 11	LIVE	3 SAW	10.4	40	14,885	3.0	53.0	6.0

Sp	Bin	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
RC	5+	LIVE	3 SAW	6.0	36	3,455	0.0	9.1	1.4

**Unit Log Sort x Diameter Bin Summary: PISTOL PETE SORTS U10**

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 7	LIVE	Domestic	5.2	37	8,102	0.0	31.1	3.2
DF	8 - 11	LIVE	Domestic	10.4	40	14,885	3.0	53.0	6.0
RC	5+	LIVE	Domestic	6.0	36	3,455	0.0	9.1	1.4

## Cruise Unit Report PISTOL PETE SORTS U11

### Unit Sale Notice Volume (MBF): PISTOL PETE SORTS U11

Sp	DBH	Rings/In	Age	MBF Volume by Grade				
				All	2 Saw	3 Saw	4 Saw	Utility
DF	10.1			6	1	2	3	0
ALL	10.1			6	1	2	3	0

### Unit Sale Notice Weight (tons): PISTOL PETE SORTS U11

Sp	Tons by Grade				
	All	2 Saw	3 Saw	4 Saw	Utility
DF	43	6	14	20	2
ALL	43	6	14	20	2

### Unit Cruise Design: PISTOL PETE SORTS U11

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	0.4	0.5	2	2	0

### Unit Cruise Summary: PISTOL PETE SORTS U11

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	9	10	5.0	0
ALL	9	10	5.0	0

### Unit Cruise Statistics: PISTOL PETE SORTS U11

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	200.0	28.3	20.0	80.5	48.3	16.1	16,106	56.0	25.7
ALL	200.0	28.3	20.0	80.5	48.3	16.1	16,106	56.0	25.7

### Unit Summary: PISTOL PETE SORTS U11

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	9	ALL	9.8	26	36	16,106	16,106	0.0	381.8	200.0	63.9	6.4
ALL	LIVE	CUT	9	ALL	9.8	26	36	16,106	16,106	0.0	381.8	200.0	63.9	6.4

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
ALL	ALL	ALL	9	ALL	9.8	26	36	16,106	16,106	0.0	381.8	200.0	63.9	6.4

**Unit Stand Table: PISTOL PETE SORTS U11**

Sp	D	Status	Rx	N	DBH	BL	THT	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	8	LIVE	CUT	5	8.0	21	31	6,481	0.0	286.5	100.0	35.4	2.6
DF	10	LIVE	CUT	1	10.0	22	27	953	0.0	36.7	20.0	6.3	0.4
DF	12	LIVE	CUT	1	12.0	38	49	993	0.0	25.5	20.0	5.8	0.4
DF	16	LIVE	CUT	2	16.0	61	76	4,770	0.0	28.6	40.0	10.0	1.9
DF	24	LIVE	CUT	1	24.0	75	95	2,909	0.0	6.4	20.0	4.1	1.2

**Unit Log Grade Summary: PISTOL PETE SORTS U11**

Sp	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	2 SAW	17.3	32	2,610	0.0	6.0	1.0
DF	LIVE	3 SAW	10.1	33	4,856	0.0	14.5	1.9
DF	LIVE	4 SAW	6.1	21	7,558	0.0	20.2	3.0
DF	LIVE	UTILITY	5.7	16	1,082	0.0	2.2	0.4

**Unit Log Sort Summary: PISTOL PETE SORTS U11**

Sp	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	Domestic	6.1	20	6,762	0.0	17.7	2.7
DF	LIVE	HQ-A	17.3	32	2,610	0.0	6.0	1.0
DF	LIVE	HQ-B	9.5	34	2,564	0.0	8.5	1.0
DF	LIVE	Pole	8.7	32	3,088	0.0	8.5	1.2
DF	LIVE	Pulp	5.7	16	1,082	0.0	2.2	0.4

**Unit Log Grade x Sort Summary: PISTOL PETE SORTS U11**

Sp	Status	Grade	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	2 SAW	HQ-A	17.3	32	2,610	0.0	6.0	1.0
DF	LIVE	3 SAW	HQ-B	9.5	34	2,564	0.0	8.5	1.0
DF	LIVE	3 SAW	Pole	11.0	32	2,292	0.0	6.0	0.9
DF	LIVE	4 SAW	Domestic	6.1	20	6,762	0.0	17.7	2.7
DF	LIVE	4 SAW	Pole	6.3	32	796	0.0	2.5	0.3
DF	LIVE	UTILITY	Pulp	5.7	16	1,082	0.0	2.2	0.4

**Unit Log Grade x Diameter Bin Summary: PISTOL PETE SORTS U11**

Sp	Bin	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 7	LIVE	UTILITY	5.7	16	1,082	0.0	2.2	0.4
DF	5 - 7	LIVE	4 SAW	6.1	21	7,558	0.0	20.2	3.0
DF	8 - 11	LIVE	3 SAW	10.1	33	4,856	0.0	14.5	1.9
DF	16 - 19	LIVE	2 SAW	17.3	32	2,610	0.0	6.0	1.0

**Unit Log Sort x Diameter Bin Summary: PISTOL PETE SORTS U11**

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 7	LIVE	Pulp	5.7	16	1,082	0.0	2.2	0.4
DF	5 - 7	LIVE	Domestic	6.1	20	6,762	0.0	17.7	2.7
DF	5 - 7	LIVE	Pole	6.3	32	796	0.0	2.5	0.3
DF	8 - 11	LIVE	HQ-B	9.5	34	2,564	0.0	8.5	1.0
DF	8 - 11	LIVE	Pole	11.0	32	2,292	0.0	6.0	0.9
DF	16 - 19	LIVE	HQ-A	17.3	32	2,610	0.0	6.0	1.0

## Cruise Unit Report PISTOL PETE SORTS U12

### Unit Sale Notice Volume (MBF): PISTOL PETE SORTS U12

Sp	DBH	Rings/In	Age	MBF Volume by Grade			
				All	2 Saw	3 Saw	4 Saw
DF	14.3			71	22	38	11
GF	11.0			5		4	1
RC	8.8			4			4
ALL	13.0			79	22	42	15

### Unit Sale Notice Weight (tons): PISTOL PETE SORTS U12

Sp	Tons by Grade			
	All	2 Saw	3 Saw	4 Saw
DF	529	145	293	91
GF	34		27	7
RC	22			22
ALL	586	145	320	121

### Unit Cruise Design: PISTOL PETE SORTS U12

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	5.2	5.2	5	5	1

### Unit Cruise Summary: PISTOL PETE SORTS U12

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	15	15	3.0	0
GF	1	1	0.2	0
RC	2	2	0.4	0
ALL	18	18	3.6	0

### Unit Cruise Statistics: PISTOL PETE SORTS U12

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	120.0	70.7	31.6	113.9	22.9	5.9	13,668	74.3	32.2
GF	8.0	223.6	100.0	113.6	0.0	0.0	909	223.6	100.0

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
RC	16.0	136.9	61.2	42.7	19.9	14.1	683	138.4	62.8
ALL	144.0	63.9	28.6	106.0	31.2	7.4	15,260	71.2	29.5

**Unit Summary: PISTOL PETE SORTS U12**

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	15	ALL	14.3	53	66	13,829	13,668	1.2	107.6	120.0	31.7	71.1
GF	LIVE	CUT	1	ALL	11.0	50	71	909	909	0.0	12.1	8.0	2.4	4.7
RC	LIVE	CUT	2	ALL	8.8	18	30	683	683	0.0	37.9	16.0	5.4	3.6
ALL	LIVE	CUT	18	ALL	12.9	44	58	15,422	15,260	1.0	157.6	144.0	39.5	79.4
ALL	ALL	ALL	18	ALL	12.9	44	58	15,422	15,260	1.0	157.6	144.0	39.5	79.4

**Unit Stand Table: PISTOL PETE SORTS U12**

Sp	D	Status	Rx	N	DBH	BL	THT	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	8	LIVE	CUT	1	8.0	20	27	435	0.0	22.9	8.0	2.8	2.3
DF	12	LIVE	CUT	2	12.0	50	64	1,487	0.0	20.4	16.0	4.6	7.7
DF	14	LIVE	CUT	1	14.0	55	68	689	16.4	7.5	8.0	2.1	3.6
DF	16	LIVE	CUT	6	16.0	62	77	5,592	0.0	34.4	48.0	12.0	29.1
DF	18	LIVE	CUT	4	18.0	73	91	4,338	0.6	18.1	32.0	7.5	22.6
DF	20	LIVE	CUT	1	20.0	80	101	1,126	0.0	3.7	8.0	1.8	5.9
GF	12	LIVE	CUT	1	11.0	50	71	909	0.0	12.1	8.0	2.4	4.7
RC	8	LIVE	CUT	1	8.0	18	34	390	0.0	22.9	8.0	2.8	2.0
RC	10	LIVE	CUT	1	10.0	19	24	293	0.0	14.7	8.0	2.5	1.5

**Unit Log Grade Summary: PISTOL PETE SORTS U12**

Sp	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	2 SAW	13.0	33	4,220	0.0	145.1	21.9
DF	LIVE	3 SAW	8.9	34	7,382	2.1	292.9	38.4
DF	LIVE	4 SAW	5.5	21	2,065	0.0	91.4	10.7
GF	LIVE	3 SAW	7.5	32	703	0.0	27.1	3.7
GF	LIVE	4 SAW	5.0	16	206	0.0	7.2	1.1
RC	LIVE	4 SAW	5.6	16	683	0.0	22.0	3.6

**Unit Log Sort Summary: PISTOL PETE SORTS U12**

Sp	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	Domestic	6.9	25	5,640	2.8	220.0	29.3
DF	LIVE	Pole	9.0	31	8,028	0.0	309.5	41.7
GF	LIVE	Domestic	6.3	24	909	0.0	34.3	4.7
RC	LIVE	Domestic	5.6	16	683	0.0	22.0	3.6

**Unit Log Grade x Sort Summary: PISTOL PETE SORTS U12**

Sp	Status	Grade	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	2 SAW	Domestic	13.0	32	874	0.0	28.2	4.5
DF	LIVE	2 SAW	Pole	13.0	34	3,346	0.0	116.9	17.4
DF	LIVE	3 SAW	Domestic	8.7	33	3,525	4.4	144.3	18.3
DF	LIVE	3 SAW	Pole	9.3	34	3,857	0.0	148.7	20.1
DF	LIVE	4 SAW	Domestic	5.3	19	1,241	0.0	47.5	6.5
DF	LIVE	4 SAW	Pole	6.1	25	824	0.0	43.9	4.3
GF	LIVE	3 SAW	Domestic	7.5	32	703	0.0	27.1	3.7
GF	LIVE	4 SAW	Domestic	5.0	16	206	0.0	7.2	1.1
RC	LIVE	4 SAW	Domestic	5.6	16	683	0.0	22.0	3.6

**Unit Log Grade x Diameter Bin Summary: PISTOL PETE SORTS U12**

Sp	Bin	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 7	LIVE	4 SAW	5.3	21	1,888	0.0	84.0	9.8
DF	5 - 7	LIVE	3 SAW	7.1	35	2,249	1.2	108.6	11.7
DF	8 - 11	LIVE	4 SAW	9.6	16	177	0.0	7.4	0.9
DF	8 - 11	LIVE	3 SAW	10.6	32	5,134	2.6	184.3	26.7
DF	12 - 15	LIVE	2 SAW	13.0	33	4,220	0.0	145.1	21.9
GF	5 - 7	LIVE	4 SAW	5.0	16	206	0.0	7.2	1.1
GF	5 - 7	LIVE	3 SAW	7.5	32	703	0.0	27.1	3.7
RC	5+	LIVE	4 SAW	5.6	16	683	0.0	22.0	3.6

**Unit Log Sort x Diameter Bin Summary: PISTOL PETE SORTS U12**

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5 - 7	LIVE	Pole	5.7	31	1,456	0.0	79.9	7.6
DF	5 - 7	LIVE	Domestic	5.9	23	2,680	1.0	112.8	13.9
DF	8 - 11	LIVE	Domestic	10.3	32	2,085	6.1	79.0	10.8
DF	8 - 11	LIVE	Pole	10.6	29	3,225	0.0	112.7	16.8



Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	12 - 15	LIVE	Domestic	13.0	32	874	0.0	28.2	4.5
DF	12 - 15	LIVE	Pole	13.0	34	3,346	0.0	116.9	17.4
GF	5 - 7	LIVE	Domestic	6.3	24	909	0.0	34.3	4.7
RC	5+	LIVE	Domestic	5.6	16	683	0.0	22.0	3.6

## Cruise Unit Report PISTOL PETE SORTS U13

### Unit Sale Notice Volume (MBF): PISTOL PETE SORTS U13

Sp	DBH	Rings/In	Age	MBF Volume by Grade		
				All	3 Saw	4 Saw
DF	14.2	7.0		6	5	1
ALL	14.2	7.0		6	5	1

### Unit Sale Notice Weight (tons): PISTOL PETE SORTS U13

Sp	Tons by Grade		
	All	3 Saw	4 Saw
DF	43	32	10
ALL	43	32	10

### Unit Cruise Design: PISTOL PETE SORTS U13

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	0.4	0.4	1	1	0

### Unit Cruise Summary: PISTOL PETE SORTS U13

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	2	3	3.0	1
ALL	2	3	3.0	1

### Unit Cruise Statistics: PISTOL PETE SORTS U13

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	120.0	0.0	0.0	117.3	8.9	6.3	14,077	8.9	6.3
ALL	120.0	0.0	0.0	117.3	8.9	6.3	14,077	8.9	6.3

### Unit Summary: PISTOL PETE SORTS U13

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	2	ALL	14.2	65	81	14,250	14,077	1.2	109.1	120.0	31.8	5.6
ALL	LIVE	CUT	2	ALL	14.2	65	81	14,250	14,077	1.2	109.1	120.0	31.8	5.6

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
ALL	ALL	ALL	2	ALL	14.2	65	81	14,250	14,077	1.2	109.1	120.0	31.8	5.6

**Unit Stand Table: PISTOL PETE SORTS U13**

Sp	D	Status	Rx	N	DBH	BL	THT	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	14	LIVE	CUT	1	13.0	65	82	4,297	3.9	43.4	40.0	11.1	1.7
DF	16	LIVE	CUT	1	15.0	65	81	9,780	0.0	65.2	80.0	20.7	3.9

**Unit Log Grade Summary: PISTOL PETE SORTS U13**

Sp	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	3 SAW	9.4	34	11,383	0.0	32.2	4.6
DF	LIVE	4 SAW	5.6	24	2,694	6.1	10.4	1.1

**Unit Log Sort Summary: PISTOL PETE SORTS U13**

Sp	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	Domestic	7.5	29	14,077	1.2	42.6	5.6

**Unit Log Grade x Sort Summary: PISTOL PETE SORTS U13**

Sp	Status	Grade	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	3 SAW	Domestic	9.4	34	11,383	0.0	32.2	4.6
DF	LIVE	4 SAW	Domestic	5.6	24	2,694	6.1	10.4	1.1

**Unit Log Grade x Diameter Bin Summary: PISTOL PETE SORTS U13**

Sp	Bin	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5-7	LIVE	4 SAW	5.6	24	2,694	6.1	10.4	1.1
DF	8-11	LIVE	3 SAW	9.4	34	11,383	0.0	32.2	4.6

**Unit Log Sort x Diameter Bin Summary: PISTOL PETE SORTS U13**

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5-7	LIVE	Domestic	5.6	24	2,694	6.1	10.4	1.1
DF	8-11	LIVE	Domestic	9.4	34	11,383	0.0	32.2	4.6

## Cruise Unit Report PISTOL PETE SORTS U14

### Unit Sale Notice Volume (MBF): PISTOL PETE SORTS U14

Sp	DBH	Rings/In	Age	MBF Volume by Grade		
				All	4 Saw	Utility
DF	8.8			1	0	0
ALL	8.8			1	0	0

### Unit Sale Notice Weight (tons): PISTOL PETE SORTS U14

Sp	Tons by Grade		
	All	4 Saw	Utility
DF	4	2	2
ALL	4	2	2

### Unit Cruise Design: PISTOL PETE SORTS U14

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
FX: FR plots (1 tree / acre expansion)	1.7	1.7	1	1	0

### Unit Cruise Summary: PISTOL PETE SORTS U14

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	21	22	22.0	0
ALL	21	22	22.0	0

### Unit Cruise Statistics: PISTOL PETE SORTS U14

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	9.3	0.0	0.0	44.5	10.0	2.2	412	10.0	2.2
ALL	9.3	0.0	0.0	44.5	10.0	2.2	412	10.0	2.2

### Unit Summary: PISTOL PETE SORTS U14

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	21	ALL	8.8	20	22	412	412	0.0	21.9	9.3	3.1	0.7
ALL	LIVE	CUT	21	ALL	8.8	20	22	412	412	0.0	21.9	9.3	3.1	0.7
ALL	ALL	ALL	21	ALL	8.8	20	22	412	412	0.0	21.9	9.3	3.1	0.7

**Unit Stand Table: PISTOL PETE SORTS U14**

Sp	D	Status	Rx	N	DBH	BL	THT	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	8	LIVE	CUT	16	8.0	19	20	264	0.0	16.0	5.6	2.0	0.4
DF	10	LIVE	CUT	4	10.0	22	28	97	0.0	4.0	2.2	0.7	0.2
DF	12	LIVE	CUT	2	11.5	21	24	51	0.0	2.0	1.5	0.4	0.1

**Unit Log Grade Summary: PISTOL PETE SORTS U14**

Sp	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	4 SAW	6.3	17	162	0.0	1.8	0.3
DF	LIVE	UTILITY	5.8	16	249	0.0	1.9	0.4

**Unit Log Sort Summary: PISTOL PETE SORTS U14**

Sp	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	Domestic	6.3	17	162	0.0	1.8	0.3
DF	LIVE	Pulp	5.8	16	249	0.0	1.9	0.4

**Unit Log Grade x Sort Summary: PISTOL PETE SORTS U14**

Sp	Status	Grade	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	4 SAW	Domestic	6.3	17	162	0.0	1.8	0.3
DF	LIVE	UTILITY	Pulp	5.8	16	249	0.0	1.9	0.4

**Unit Log Grade x Diameter Bin Summary: PISTOL PETE SORTS U14**

Sp	Bin	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5-7	LIVE	UTILITY	5.8	16	249	0.0	1.9	0.4
DF	5-7	LIVE	4 SAW	6.3	17	162	0.0	1.8	0.3

**Unit Log Sort x Diameter Bin Summary: PISTOL PETE SORTS U14**

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5-7	LIVE	Pulp	5.8	16	249	0.0	1.9	0.4
DF	5-7	LIVE	Domestic	6.3	17	162	0.0	1.8	0.3

## Cruise Unit Report PISTOL PETE SORTS U15

### Unit Sale Notice Volume (MBF): PISTOL PETE SORTS U15

Sp	DBH	Rings/In	Age	MBF Volume by Grade		
				All	3 Saw	4 Saw
DF	11.3			28	11	17
ALL	11.3			28	11	17

### Unit Sale Notice Weight (tons): PISTOL PETE SORTS U15

Sp	Tons by Grade		
	All	3 Saw	4 Saw
DF	266	110	155
ALL	266	110	155

### Unit Cruise Design: PISTOL PETE SORTS U15

Design	Cruise Acres	FMA Acres	N Plots	N Cruise Plots	N Void Plots
B1: VR, 1 BAF (40) Measure All, Sighting Ht = 4.5 ft	2.1	2.1	2	2	0

### Unit Cruise Summary: PISTOL PETE SORTS U15

Sp	Cruised Trees	All Trees	Trees/Plot	Ring-Count Trees
DF	9	9	4.5	0
ALL	9	9	4.5	0

### Unit Cruise Statistics: PISTOL PETE SORTS U15

Sp	BA (sq ft/acre)	BA CV (%)	BA SE (%)	V-BAR (bf/sq ft)	V-BAR CV (%)	V-BAR SE (%)	Net Vol (bf/acre)	Vol CV (%)	Vol SE (%)
DF	180.0	15.7	11.1	73.5	13.8	4.6	13,233	20.9	12.0
ALL	180.0	15.7	11.1	73.5	13.8	4.6	13,233	20.9	12.0

### Unit Summary: PISTOL PETE SORTS U15

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	LIVE	CUT	9	ALL	11.3	50	61	13,308	13,233	0.6	258.5	180.0	53.5	27.8
ALL	LIVE	CUT	9	ALL	11.3	50	61	13,308	13,233	0.6	258.5	180.0	53.5	27.8

Sp	Status	Rx	N	D	DBH	BL	THT	BF Gross	BF Net	Defect %	TPA	BA	RD	MBF Net
ALL	ALL	ALL	9	ALL	11.3	50	61	13,308	13,233	0.6	258.5	180.0	53.5	27.8

**Unit Stand Table: PISTOL PETE SORTS U15**

Sp	D	Status	Rx	N	DBH	BL	THT	BF Net	Defect %	TPA	BA	RD	MBF Net
DF	10	LIVE	CUT	3	10.0	45	54	3,960	0.0	110.0	60.0	19.0	8.3
DF	12	LIVE	CUT	3	11.3	51	63	4,465	0.0	86.1	60.0	17.8	9.4
DF	14	LIVE	CUT	3	13.3	57	70	4,808	1.5	62.1	60.0	16.4	10.1

**Unit Log Grade Summary: PISTOL PETE SORTS U15**

Sp	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	3 SAW	7.7	34	5,266	1.4	110.3	11.1
DF	LIVE	4 SAW	5.1	29	7,967	0.0	155.4	16.7

**Unit Log Sort Summary: PISTOL PETE SORTS U15**

Sp	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	Domestic	5.7	30	13,233	0.6	265.7	27.8

**Unit Log Grade x Sort Summary: PISTOL PETE SORTS U15**

Sp	Status	Grade	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	LIVE	3 SAW	Domestic	7.7	34	5,266	1.4	110.3	11.1
DF	LIVE	4 SAW	Domestic	5.1	29	7,967	0.0	155.4	16.7

**Unit Log Grade x Diameter Bin Summary: PISTOL PETE SORTS U15**

Sp	Bin	Status	Grade	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5-7	LIVE	4 SAW	5.1	29	7,967	0.0	155.4	16.7
DF	5-7	LIVE	3 SAW	7.7	34	5,266	1.4	110.3	11.1

**Unit Log Sort x Diameter Bin Summary: PISTOL PETE SORTS U15**

Sp	Bin	Status	Sort	Dia	Len	BF Net	Defect %	Tons	MBF Net
DF	5-7	LIVE	Domestic	5.7	30	13,233	0.6	265.7	27.8

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

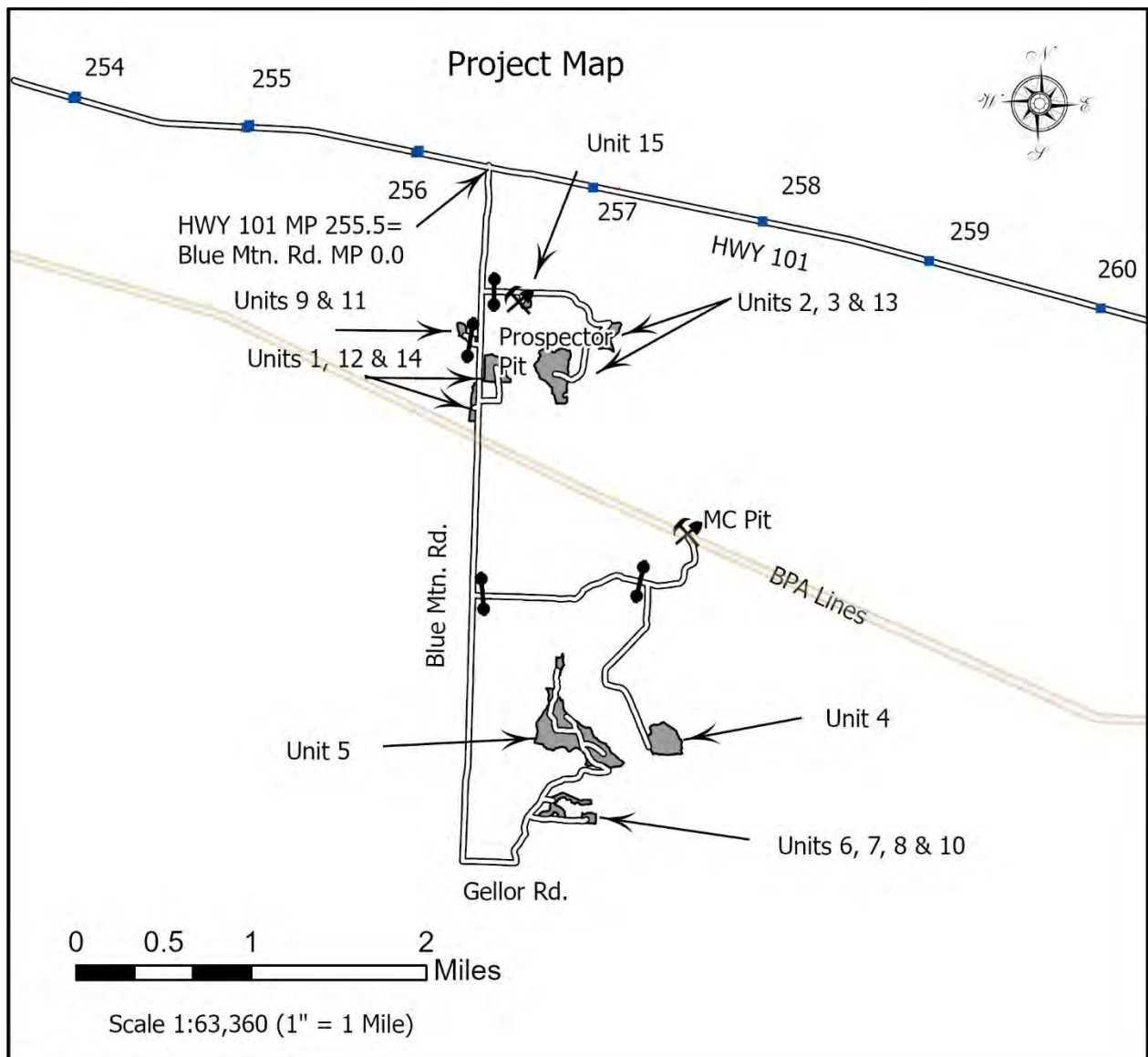
PISTOL PETE SORTS TIMBER SALE ROAD PLAN  
CLALLAM COUNTY  
STRAITS DISTRICT  
OLYMPIC REGION

AGREEMENT NO.: 30-104814

DISTRICT ENGINEER: GREGORY ELLIS

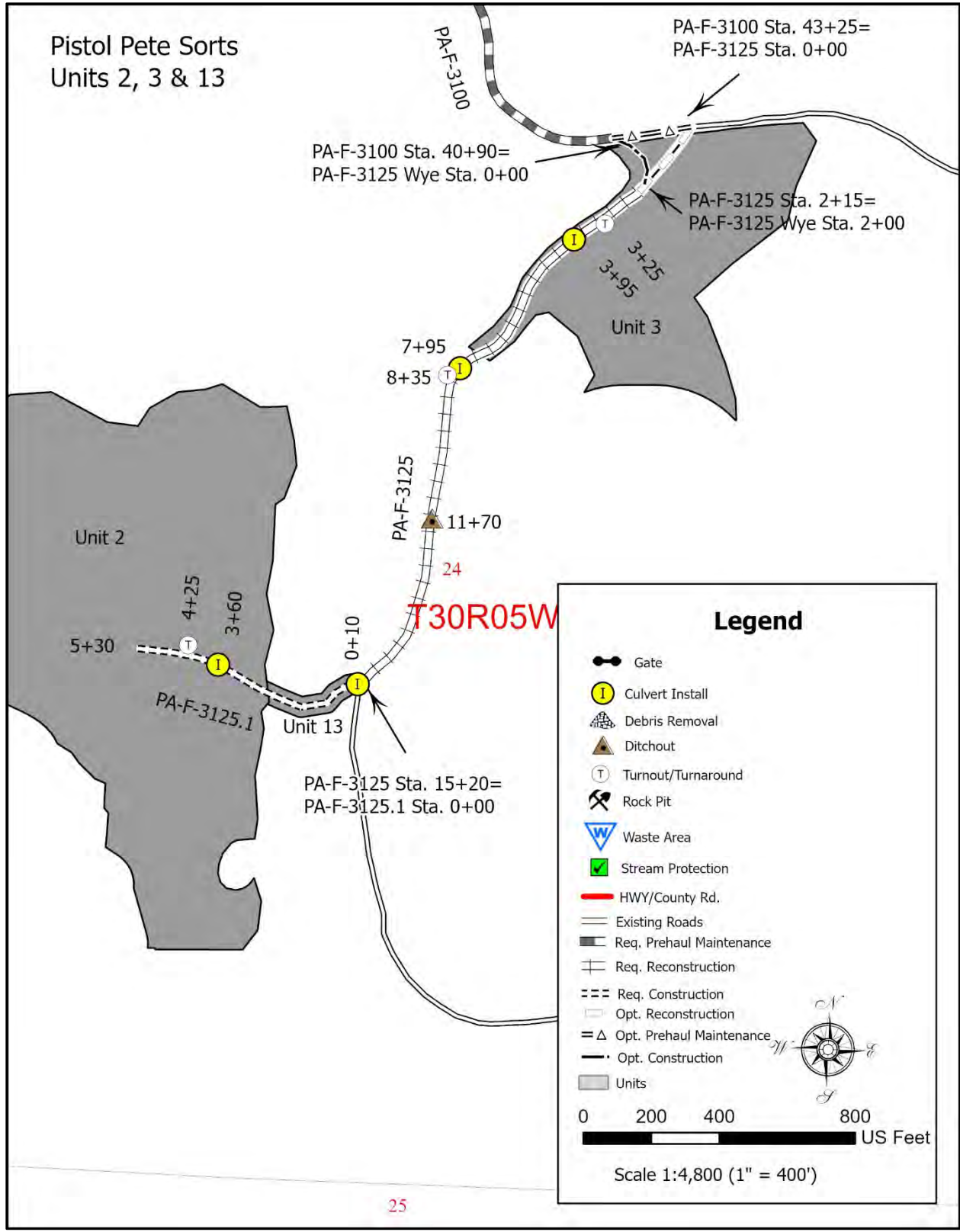
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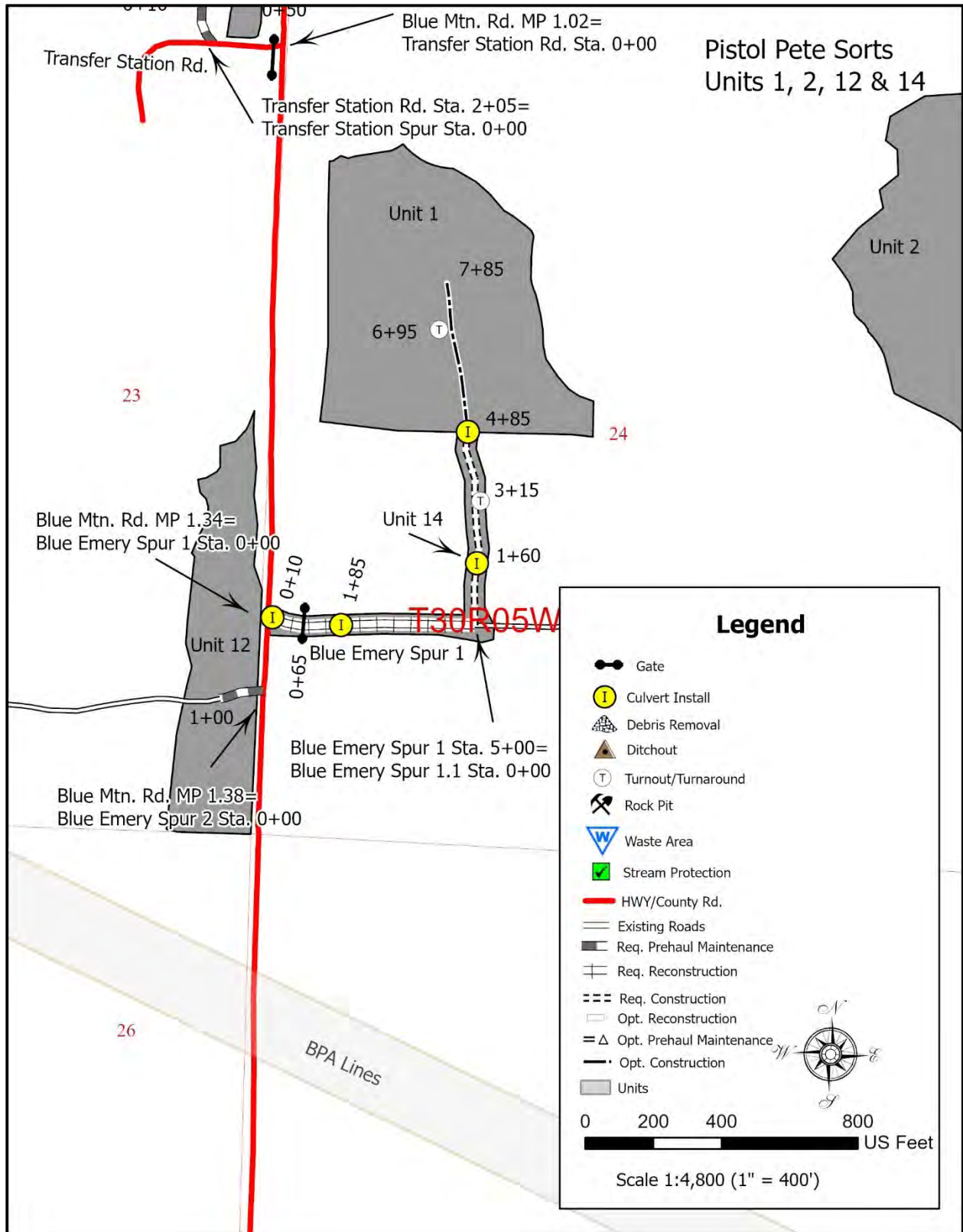
DRAWN & COMPILED BY: GREGORY ELLIS



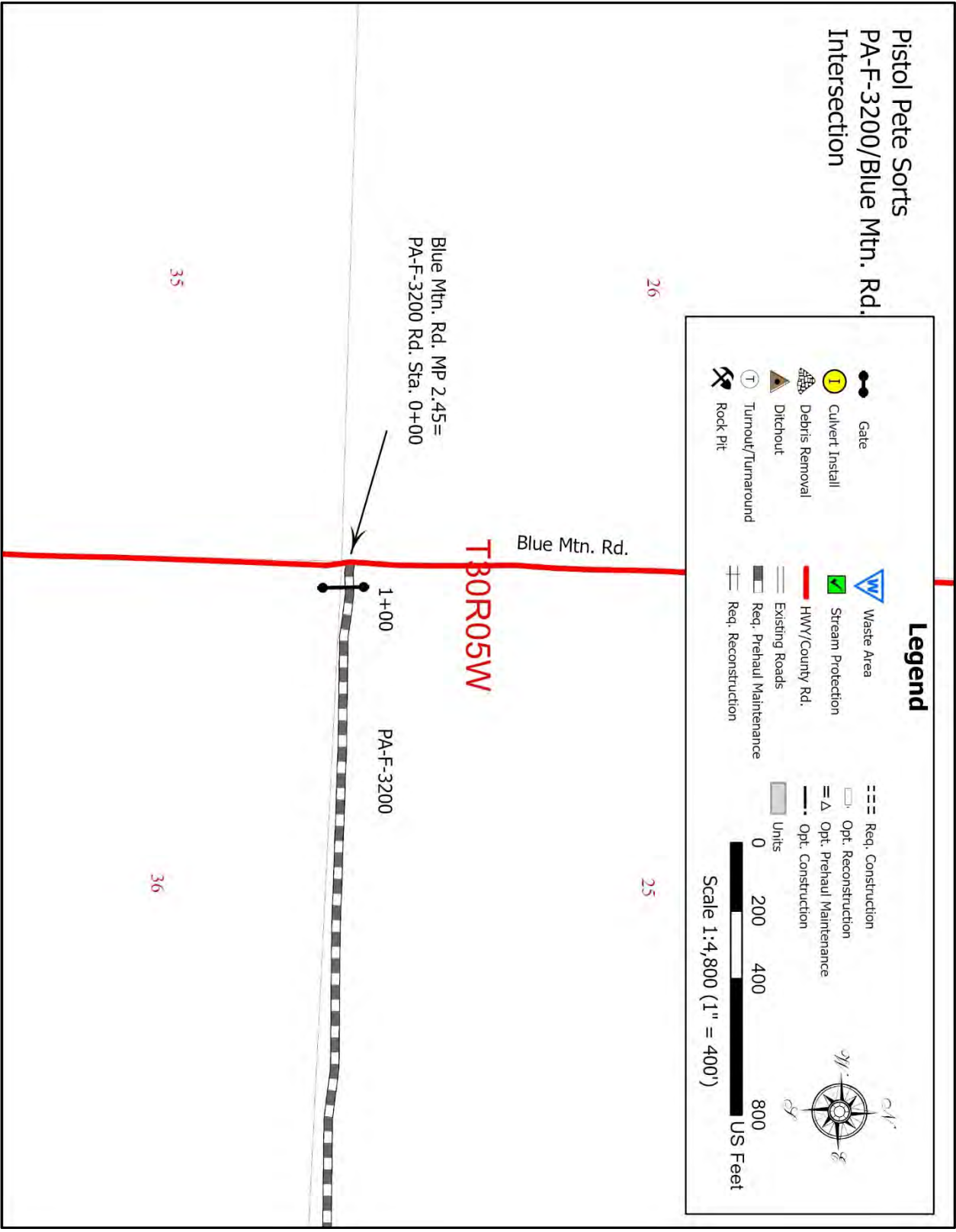


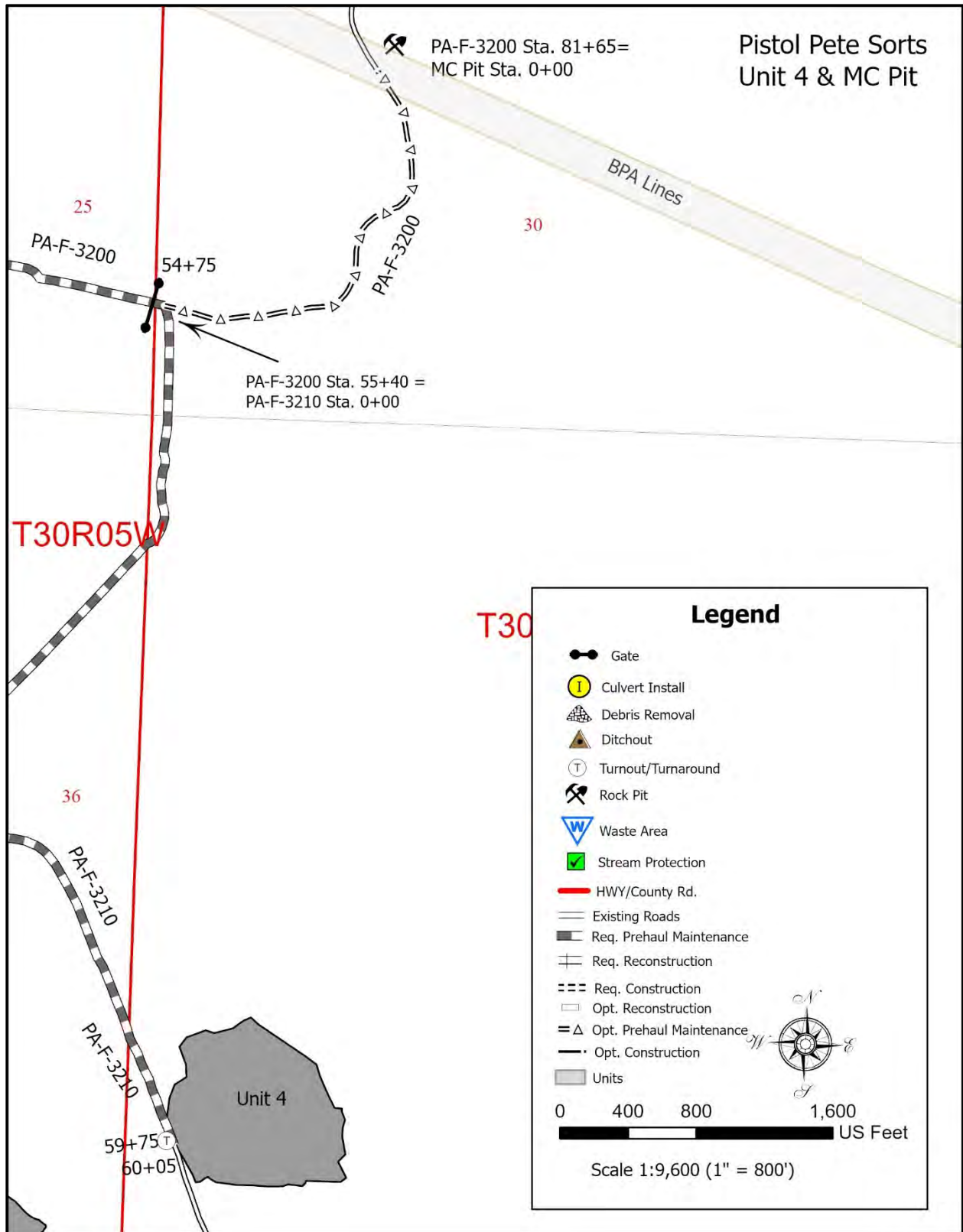


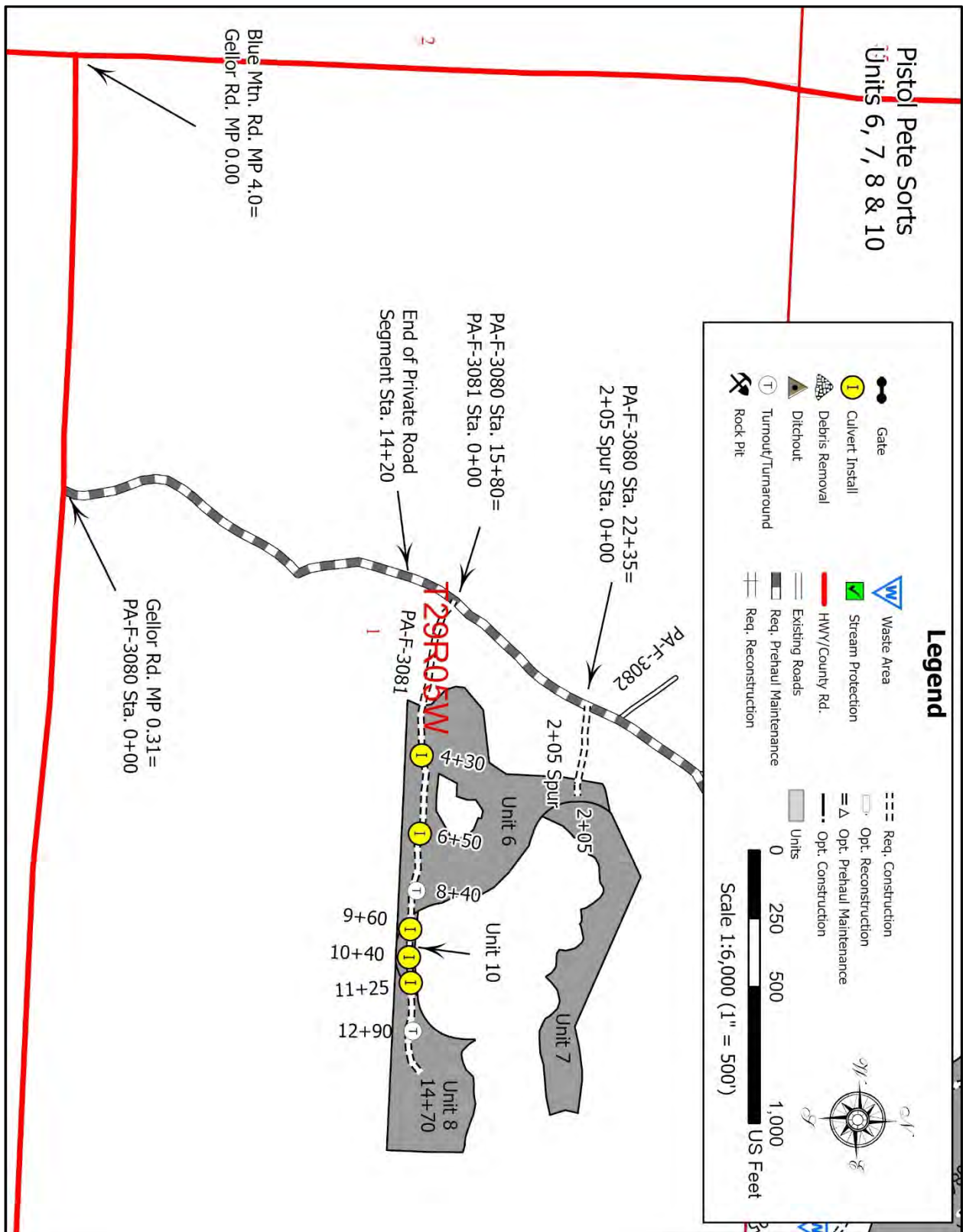




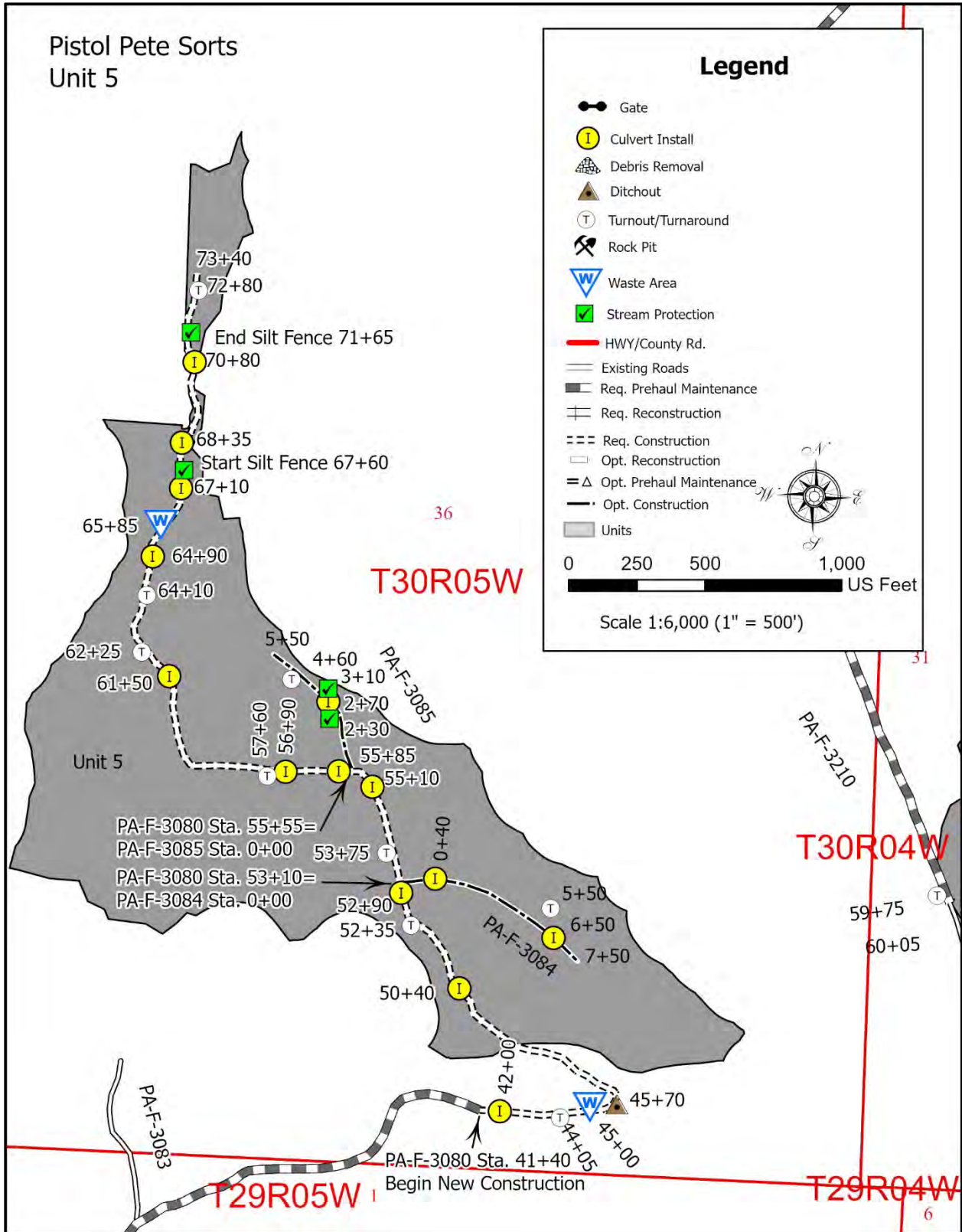
**Pistol Pete Sorts  
PA-F-3200/Blue Mtn. Rd.  
Intersection**







Pistol Pete Sorts  
Unit 5



### Legend

- Gate
- Culvert Install
- Debris Removal
- Ditchout
- Turnout/Turnaround
- Rock Pit
- Waste Area
- Stream Protection
- HWY/County Rd.
- Existing Roads
- Req. Prehaul Maintenance
- Req. Reconstruction
- Req. Construction
- Opt. Reconstruction
- Opt. Prehaul Maintenance
- Opt. Construction
- Units

0 250 500 1,000  
US Feet

Scale 1:6,000 (1" = 500')

SECTION 0 – SCOPE OF PROJECT

**0-1 ROAD PLAN SCOPE**

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

**0-2 REQUIRED ROADS**

The specified work on the following roads is required.

<u>Road</u>	<u>Stations</u>	<u>Type</u>
PA-F-3100	0+00 – 40+90	Pre-Haul Maintenance
PA-F-3125	2+15 – 15+20	Reconstruction
PA-3125.1	0+00 – 5+30	Construction
Transfer Station Spur	0+00 – 2+70	Pre-Haul Maintenance
Blue Emery Spur 1	0+00 – 5+00	Reconstruction
Blue Emery Spur 1.1	0+00 – 4+85	Construction
Blue Emery Spur 2	0+00 – 1+00	Pre-Haul Maintenance
PA-F-3200	0+00 – 55+40	Pre-Haul Maintenance
PA-F-3210	0+00 – 60+05	Pre-Haul Maintenance
PA-F-3080	0+00 – 41+40	Pre-Haul Maintenance
PA-F-3080	41+40 – 73+40	Construction
PA-F-3081	0+00 – 14+70	Construction
2+05 Spur	0+00 – 2+05	Construction

**0-3 OPTIONAL ROADS**

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

<u>Road</u>	<u>Stations</u>	<u>Type</u>
PA-F-3100	40+90 – 43+25	Pre-Haul Maintenance
PA-F-3120	0+00 – 1+25	Reconstruction
PA-F-3125	0+00 – 2+15	Reconstruction
PA-F-3125 Wye	0+00 – 2+00	Construction
1+35 Spur	0+00 – 1+35	Construction
Blue Emery Spur 1.1	4+85 – 7+85	Construction
PA-F-3200	55+40 – 81+65	Pre-Haul Maintenance
PA-F-3084	0+00 – 7+50	Construction
PA-F-3085	0+00 – 5+50	Construction



**0-4 CONSTRUCTION**

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

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
PA-F-3125 Wye	0+00 – 2+00	See Below
PA-F-3125.1	0+00 – 5+30	
1+35 Spur	0+00 – 1+35	
Blue Emery Spur 1.1	0+00 – 7+85	
PA-F-3080	41+40 – 73+40	
PA-F-3081	0+00 – 14+70	
2+05 Spur	0+00 – 2+05	
PA-F-3084	0+00 – 7+50	
PA-F-3085	0+00 – 5+50	
Total Stations	78.25 Stations	

Construction includes, but is not limited to: Clearing, grubbing, right-of-way debris disposal, excavation and/or embankment to subgrade, end hauling material for construction, compacting road surfaces, constructing ditchlines, constructing ditchouts, constructing turnouts and turnarounds, curve widening, acquisition and installation of drainage structures, application of rock, spreading grass seed and hay.

**0-5 RECONSTRUCTION**

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

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
PA-F-3120	0+00 – 1+25	See Below
PA-F-3125	0+00 – 15+20	
Blue Emery Spur 1	0+00 – 5+00	
Total Stations	21.45 Stations	

Reconstruction includes, but is not limited to: Removal of all vegetative material with minimum loss of rock and dispose of in accordance with Clause 2-9 and Clause 3-23. Cleaning ditches and constructing ditches, constructing headwalls, cleaning culvert inlets and outlets in accordance with Clause 2-6 and Clause 2-7. Brushing road in accordance with Clause 3-1. Installing additional culverts and replacing culverts in accordance with the culvert list. Grading, shaping and compacting existing road surface, turnouts and turnaround in accordance with Clause 2-5, realigning road segments, spreading grass seed and hay, and the application of rock in accordance with the Rock List.

**0-6 PRE-HAUL MAINTENANCE**

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

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
PA-F-3100	0+00 – 40+90	Grade, shape and compact existing running surface in accordance to Clause 2-5, apply rock in accordance with Rock list, clean/construct ditch lines in accordance with Clause 2-7, Brush road in accordance with Clause 3-1 and perform gate maintenance in accordance with Clause 7-75.
PA-F-3100	40+90 – 43+25	Grade, shape and compact existing running surface in accordance to Clause 2-5, apply rock in accordance with Rock list, clean/construct ditch lines in accordance with Clause 2-7 and Brush road in accordance with Clause 3-1.
Transfer Station Spur	0+00 – 2+70	Grade, shape and compact existing running surface in accordance to Clause 2-5 and apply rock in accordance with Rock list.
Blue Emery Spur 2	0+00 – 1+00	Grade, shape and compact existing running surface in accordance to Clause 2-5, Remove all vegetative material with a minimum loss of rock and dispose of in accordance with Clause 2-9, apply rock in accordance with Rock list, clean/construct ditch lines in accordance with Clause 2-7 and Brush road in accordance with Clause 3-1.
PA-F-3200	0+00 – 55+40	Grade, shape and compact existing running surface in accordance to Clause 2-5, apply rock in accordance with Rock list, Brush road in accordance with Clause 3-1 and perform gate maintenance in accordance with Clause 7-75.
PA-F-3200	55+40 – 81+65	Grade, shape and compact existing running surface in accordance to

		Clause 2-5, apply rock in accordance with Rock list, clean/construct ditch lines in accordance with Clause 2-7 and Brush road in accordance with Clause 3-1.
PA-F-3210	0+00 – 60+05	Grade, shape and compact existing running surface in accordance to Clause 2-5, apply rock in accordance with Rock list and Brush road in accordance with Clause 3-1.
PA-F-3080	0+00 – 41+40	Grade, shape and compact existing running surface in accordance to Clause 2-5*, apply rock in accordance with Rock list, Brush road in accordance with Clause 3-1 and apply water for dust abatement in accordance with Clause 6-80.
Total Stations	230.05 Stations	

Pre-haul maintenance includes, but is not limited to: Brushing right-of-way, right-of-way debris disposal, cleaning ditches, constructing ditches, installing additional culverts, widening road segments, constructing headwalls, cleaning culvert inlets and outlets, cross drain culvert replacements, installing erosion control materials and sediment removal structures, spot rocking, grading and shaping existing road surface and turnouts, constructing additional turnouts, compaction of road surface, application of rock, acquisition and application of grass seed and hay. \* See Clause 2-5 for grading method changes on PA-F-3080.

**0-7 POST-HAUL MAINTENANCE**

This project includes post-haul road maintenance listed in Clause 9-5 POST-HAUL MAINTENANCE.

**0-9 DECOMMISSIONING**

This project includes decommissioning listed in Clause 9-20 ROAD DECOMMISSIONING.

**0-12 DEVELOP ROCK SOURCE**

Contractor may develop an new rock source called Prospector Pit. Rock source development will involve stripping approximately 1.2 acres, digging and loading useable rock out of the bank to obtain a minimum of 10400 yds<sup>3</sup> of Pit Run Rock and the manufacture of a minimum of 2070 yds<sup>3</sup> of 3" minus Jaw Run Rock in accordance with Clause 6-20.

Contractor may develop an existing rock source called MC Pit. Rock source development will involve stripping approximately 0.5 acres, digging and loading useable rock out of

the bank to obtain a minimum of 10400 yds<sup>3</sup> of Pit Run Rock and the manufacture of a minimum of 2070 yds<sup>3</sup> of 3" minus Jaw Run Rock in accordance with Clause 6-20.

Rock Source development may be performed at Prospector Pit and/or MC Pit. Rock totals listed above are total yards for the sale. Contractor may divide yardage between pits as long as total yardage is manufactured as listed in the ROCK LIST and above.

Work for developing rock sources is listed in Section 6 ROCK AND SURFACING. All rock manufactured out of rock sources listed above shall meet specifications as listed in Section 6 ROCK AND SURFACING. In the event that the rock pit(s) listed above cannot meet rock specifications in accordance to specifications listed in Section 6, subsection rock gradations and in the opinion of the Contract Administrator, Contractor shall obtain rock meeting rock specification from a commercial source at their own expense.

### **0-13 STRUCTURES**

Contractor shall provide and install all structures. Requirements for these structures are listed in Section 7 STRUCTURES.

## SECTION 1 – GENERAL

### **1-1 ROAD PLAN CHANGES**

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

### **1-2 UNFORESEEN CONDITIONS**

Quantities established in this road plan are minimum acceptable values. Additional quantities required by the state due to unforeseen conditions, or Contractor's choice of construction season or techniques will be at the Contractor's expense. Unforeseen conditions include, but are not limited to, solid subsurface rock, subsurface springs, saturated ground, and unstable soils.

### **1-3 ROAD DIMENSIONS**

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

**1-4 ROAD TOLERANCES**

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

<u>Tolerance Class</u>	<u>A</u>	<u>B</u>	<u>C</u>
Road and Subgrade Width (feet)	+1.5	+1.5	+2.0
Subgrade Elevation (feet +/-)	0.5	1.0	2.0
Centerline alignment (feet lt./rt.)	1.0	1.5	3.0

**1-6 ORDER OF PRECEDENCE**

Any conflict or inconsistency in the road plan will be resolved by giving the documents precedence in the following order:

1. Addenda.
2. Designs or Plans. On designs and plans, figured dimensions shall take precedence over scaled dimensions.
3. Road Plan Clauses.
4. Typical Section Sheet.
5. Standard Lists.
6. Standard Details.
7. Road Plan maps.

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

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

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

**1-9 DAMAGED METALLIC COATING**

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

**1-12 SURVEY MONUMENTS**

At no time during construction, reconstruction, or maintenance shall survey monuments, witness trees, or bearing trees be disturbed or damaged. If damaged or disturbed, Contractor shall hire a licensed land surveyor to repair, replace, and/or reset them.

**1-13 LOG LOADING**

At no time shall the loading of logs occur on the Transfer Station, Blue Mountain, PA-F-3100 roads. In addition, no debris from harvesting operations shall be allowed on this road.

SUBSECTION ROAD MARKING

**1-15 ROAD MARKING**

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

- Orange ribbon and paint for construction centerlines.
- Construction stakes for everything else.

**1-18 REFERENCE POINT DAMAGE**

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

SUBSECTION TIMING

**1-20 COMPLETE BY DATE**

Contractor shall complete reconstruction, construction and pre-haul road work before the start of timber haul.

Contractor shall complete construction on the PA-F-3080, PA-F-3081, 2+05 Spur prior to 9/30/24.

**1-21 HAUL APPROVAL**

Contractor shall not use roads under this road plan without written approval from the Contract Administrator.

**1-22 WORK NOTIFICATIONS**

Contractor shall notify the Contract Administrator a minimum of 14 calendar days before work begins.

**1-23 ROAD WORK PHASE APPROVAL**

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

- Subgrade construction
- Drainage installation
- Subgrade compaction
- Rock application
- Rock compaction

SUBSECTION RESTRICTIONS

**1-25 ACTIVITY TIMING RESTRICTION**

On the following road(s), are not allowed during the listed closure period(s) unless authorized in writing by the Contract Administrator.

<u>Road</u>	<u>Stations</u>	<u>Activity</u>	<u>Closure Period</u>
All	All	All	Weekends and State Recognized Holidays
All	All	All	8:00pm – 6:00am

**1-26 OPERATING DURING CLOSURE PERIOD**

If permission is granted to operate during a closure period listed in Clause 1-25 ACTIVITY TIMING RESTRICTION or Contract Clause H-130 HAULING SCHEDULE, Contractor shall provide a maintenance plan to include further protection of state resources. Contractor shall obtain written approval from the Contract Administrator for the maintenance plan, and shall put preventative measures in place before operating during the closure period. Contractor is required to maintain all haul roads at their own expense including those listed in Contract Clause C-060.1 DESIGNATED ROAD MAINTAINER. If other operators are using, or desire to use these designated maintainer roads, a joint operating plan must be developed. All parties shall follow this plan.

**1-29 SEDIMENT RESTRICTION**

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

**1-30 CLOSURE TO PREVENT DAMAGE**

In accordance with Contract Clause G-220 STATE SUSPENDS OPERATION, the Contract Administrator will suspend road work or hauling right-of-way timber, forest products, or rock under the following conditions:

- Wheel track rutting exceeds 6 inches on jaw run or pit run roads.
- Wheel track rutting exceeds 4 inches on crushed rock roads.
- Wheel track rutting exceeds 4 inches on native surface roads.
- Surface or base stability problems persist.
- Weather is such that satisfactory results cannot be obtained in an area of operations.
- When, in the opinion of the Contract Administrator excessive road damage or rutting may occur.

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

**1-32 ASPHALT SURFACE RESTRICTION**

The use of metal tracked equipment is not allowed on asphalt surfaces at any time. If Contractor must run equipment on asphalt surfaces, then rubber tired equipment or other methods, approved in writing by Contract Administrator, must be used.

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

**1-33 SNOW PLOWING RESTRICTION**

On the following road(s), snowplowing will be allowed after the execution of a SNOW PLOWING AGREEMENT, which is available from the Contact Administrator upon request. Contractor shall request a SNOW PLOWING AGREEMENT each time plowing occurs. If damage occurs while plowing, further permission to plow may be revoked by the Contract Administrator.

SUBSECTION OTHER INFRASTRUCTURE

**1-40 ROAD APPROACHES TO COUNTY ROADS AND STATE HIGHWAYS**

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

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

The following county roads and state highways are affected by this sale:

<u>Road Name</u>
Blue Mtn. Rd.
Gellor Rd.
Transfer Station Rd.
HWY 101

**1-41 REQUIREMENTS FOR PAVED ROAD APPROACHES**

Requirements for all paved road approaches associated with this sale:

Contractor shall build up approaches to allow a smooth grade transition between the DNR roads and all paved roads associated with this sale. The top of the DNR road surfacing must be kept level with the surface of all paved roads associated with this sale at all times. The surface of the DNR road approaches must slope from the edge of the paved roads at the rate of 2%, unless otherwise directed by the Contract Administrator.



**1-42 UTILITY ACCESS ROAD**

The following road(s) intersect(s) existing utility access roads. Contractor shall conduct road work on the intersecting roads so that the utility access roads are accessible at all times.

<u>Road</u>	<u>Stations</u>
PA-F-3200	80+00 – 81+65

**1-43 ROAD WORK AROUND UTILITIES**

Road work is in close proximity to a utility. Known utilities are listed, but it is the Contractor’s responsibility to identify any utilities not listed. Contractor shall work in accordance with all applicable laws or rules concerning utilities. Contractor is responsible for all notification, including “call before you dig”, and liabilities associated with the utilities and their rights-of-way. Contractor shall notify the Bonneville Power Administration and/or utility before starting road work.

<u>Road</u>	<u>Stations</u>	<u>Utility</u>	<u>Utility Contact</u>
PA-F-3100	0+00 – 20+20	Buried Utilities	<b>811</b>
PA-F-3200	80+00 – 81+65	Overhead Utilities BPA	<b>811</b>

**SECTION 2 – MAINTENANCE**

**2-1 GENERAL ROAD MAINTENANCE**

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

**2-2 ROAD MAINTENANCE – CONTRACTOR MAINTENANCE**

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

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

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

**2-4 PASSAGE OF LIGHT VEHICLES**

Contractor shall maintain road(s) in a condition that will allow the passage of light administrative vehicles.

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

On the following road(s), Contractor shall use a grader to shape the existing surface.

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
PA-F-3100	0+00 – 43+25	Grade, shape, compact and remove shoulder vegetation and berms.
PA-F-3120	0+00 – 1+25	Grade, shape, compact and remove shoulder vegetation and berms.
PA-F-3125	0+00 – 15+20	Grade, shape, compact and remove shoulder vegetation and berms.
Transfer Station Spur	0+00 – 2+70	Grade, shape, compact and remove shoulder vegetation and berms as required by contract administrator.
Blue Emery Spur 1	0+00 – 5+00	Grade, shape, compact and remove shoulder vegetation and berms.
Blue Emery Spur 2	0+00 – 1+00	Grade, shape, compact and remove shoulder vegetation and berms.
PA-F-3200	0+00 – 81+65	Grade, shape, compact and remove shoulder vegetation and berms.
PA-F-3210	0+00 – 60+05	Grade, shape, compact and remove shoulder vegetation and berms.
PA-F-3080	0+00 – 14+20	Grade, shape and compact. Care shall be taken to not disturb shoulder vegetation.
PA-F-3080	14+20 – 41+40	Grade, shape, compact and remove shoulder vegetation and berms.

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

On the following road(s), Contractor shall clean and/or construct ditches, headwalls, and catchbasins. Work must be completed before the start of timber haul and must be done in accordance with the Typical Section Sheet. Pulling ditch material across the road or mixing in with the road surface is not allowed. Ditchlines, headwalls, and catch basins shall not encroach into the existing road.

<u>Road</u>	<u>Stations</u>	<u>Left and/or Right</u>	<u>Comments</u>
PA-F-3100	0+00 – 43+25	Right	Ditching
PA-F-3125	0+00 – 15+20	Left and/or Right	Ditching where ditchlines are present
Blue Emery Spur 1	0+00 – 5+00	Right	Ditching
Blue Emery Spur 2	0+00 – 1+00	Right	Ditching

PA-F-3200	55+40 – 81+65	Left	Ditching
PA-F-3085	2+30	Left	Catch Basin Install x 2
PA-F-3085	3+10	Right	Catch Basin Install x 2

**2-9 REMOVING VEGETATIVE MATERIAL**

On the following road(s), Contractor shall remove all vegetative material, dirt, mud and other debris on the existing road surface with a minimum loss of rock. Material must be disposed of as specified in Clauses 4-35 through 4-38.

<u>Road</u>	<u>Stations</u>
PA-F-3120	0+00 – 1+25
PA-F-3125	0+00 – 15+20
Blue Emery Spur 1	0+00 – 5+00
Blue Emery Spur 2	0+00 – 1+00

**SECTION 3 – CLEARING, GRUBBING, AND DISPOSAL**

**SUBSECTION BRUSHING**

**3-1 BRUSHING**

On the following road(s), Contractor shall cut vegetative material up to 5 inches in diameter, including limbs, as shown on the BRUSHING DETAIL. Brushing must be achieved by mechanical cutting of brush, trees, and branches. Root systems and stumps of cut vegetation may not be disturbed unless directed by the Contract Administrator. Contractor shall remove brushing debris from the road surface, ditchlines, and culvert inlets and outlets.

<u>Road</u>	<u>Stations</u>
PA-F-3100	0+00 – 43+25
PA-F-3120	0+00 – 1+25
PA-F-3125	0+00 – 15+20
Blue Emery Spur 1	0+00 – 5+00
Blue Emery Spur 2	0+00 – 1+00
PA-F-3200	0+00 – 55+40
PA-F-3200	55+40 – 81+65
PA-F-3210	0+00 – 60+05
PA-F-3080	14+30 – 41+40

### **3-2 BRUSHING RESTRICTION**

Pulling, digging, pushing over, and other non-cutting methods used for vegetation removal may not be used for brushing. Excavator buckets, log loaders and similar equipment may not be used for brushing unless otherwise approved in writing by the Contract Administrator.

### **3-3 BRUSH REMOVAL**

Remove brushing debris from the road surface, ditchlines, and culvert inlets and outlets. Brush should be disposed of so that it will not fall back onto the road prism.

## **SUBSECTION CLEARING**

### **3-5 CLEARING**

Contractor shall fall all vegetative material larger than 5 inches DBH or over 15 feet high between the marked right-of-way boundaries, or as approved by Contract Administrator. Clearing must be completed before starting excavation and embankment.

### **3-7 RIGHT-OF-WAY DECKING**

Contractor shall deck all right-of-way timber. Decks must be parallel to the road centerline and placed within the cleared right-of-way. Decks must be free of dirt, limbs, and other right-of-way debris, and removable by standard log loading equipment from the roadbed.

### **3-8 PROHIBITED DECKING AREAS**

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

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

## **SUBSECTION GRUBBING**

### **3-10 GRUBBING**

Contractor shall remove all stumps between the grubbing limits specified on the TYPICAL SECTION SHEET. Contractor shall also remove stumps with undercut roots outside the grubbing limits. Contractor shall remove stumps using a hydraulic mounted excavator unless authorized in writing by the Contract Administrator. Grubbing must be completed before starting excavation and embankment.

**3-12 STUMP PLACEMENT**

Contractor shall place grubbed stumps outside of the clearing limits, as directed by the Contract Administrator and in compliance with all other clauses in this road plan. Stumps must be positioned upright, with root wads in contact with the forest floor and on stable locations.

**3-13 STUMPS FOR PUNCHEON MATERIAL**

On the following road(s), stumps from within the grubbing limits may be overturned and driven flush with the ground surface for use as subgrade puncheon material.

Road	Stations
PA-F-3080	50+40 – 73+40
PA-F-3081	0+00 – 14+70
PA-F-3084	0+00 – 7+50
PA-F-3085	0+00 – 5+50

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

In the following waste area(s), Contractor is not required to remove stumps within waste areas if they are cut flush with the ground.

Road	Waste Area
PA-F-3080	Waste Area Location PA-F-3080 Sta. 45+00
PA-F-3080	Waste Area Location PA-F-3080 Sta. 65+85

**SUBSECTION ORGANIC DEBRIS**

**3-20 ORGANIC DEBRIS DEFINITION**

Organic debris is defined as all vegetative material not eligible for removal by Contract Clause G-010 PRODUCTS SOLD AND SALE AREA or G-011 RIGHT TO REMOVE FOREST PRODUCTS AND CONTRACT AREA, that is larger than one cubic foot in volume within the grubbing limits as shown on the TYPICAL SECTION SHEET.

**3-21 DISPOSAL COMPLETION**

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

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

Waste areas for organic debris are located as listed below.

<u>Road</u>	<u>Stations</u>	<u>Disposal Location</u>	<u>Requirements</u>
PA-F-3080	47+90 – 49+00	Waste Area Location PA-F-3080 Sta. 45+00	Deposit organic waste from road building into waste area between stations 47+90 – 49+00
PA-F-3080	68+05 – 71+65	Waste Area Location PA-F-3080 Sta. 65+85	Deposit organic waste from road building into waste area between stations 68+05 – 71+65

**3-23 PROHIBITED DISPOSAL AREAS**

Contractor shall not place organic debris in the following areas:

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

**3-24 BURYING ORGANIC DEBRIS RESTRICTED**

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

**3-25 SCATTERING ORGANIC DEBRIS**

Contractor shall scatter organic debris outside of the grubbing limits in accordance with Clause 3-23 unless otherwise detailed in this road plan and as directed by the Contract Administrator.

SUBSECTION PILE

**3-30 EXCLUSION OF DOZER BLADES**

Contractor shall not use dozer blades for the piling of organic debris.

**3-31 PILING**

Contractor shall pile organic debris no closer than 20 feet from standing timber and no higher than 20 feet in areas specified in Clause 3-22 DESIGNATED WASTE AREA FOR ORGANIC DEBRIS. Piles must be free of rock and soil.

**3-32 END HAULING ORGANIC DEBRIS**

On the following road(s), and on slopes greater than 45%, Contractor shall end haul or push organic debris to the designated waste areas specified in Clause 3-22 DESIGNATED

WASTE AREA FOR ORGANIC DEBRIS, or to a waste area located by the Contract Administrator.

<u>Road</u>	<u>Stations</u>
PA-F-3080	47+90 – 49+00

## SECTION 4 – EXCAVATION

### 4-1 EXCAVATOR CONSTRUCTION

Contractor shall use a track mounted hydraulic excavator for construction, reconstruction and maintenance work unless stated otherwise within this Road Plan or authorized in writing by the Contract Administrator.

### 4-2 PIONEERING

Pioneering may not extend past construction that will be completed during the current construction season. Pioneering may not extend more than 1000 feet beyond completed construction unless approved in writing by the Contract Administrator. In addition, the following actions must be taken as pioneering progresses:

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

### 4-3 ROAD GRADE AND ALIGNMENT STANDARDS

Contractor shall follow these standards for road grade and alignment:

- Grade and alignment must have smooth continuity, without abrupt changes in direction.
- Maximum grades may not exceed 18 percent favorable and 16 percent adverse.
- Minimum curve radius is 60 feet at centerline.
- Maximum grade change for sag vertical curves is 5% in 100 feet.
- Maximum grade change for crest vertical curves is 4% in 100 feet.

### 4-4 SWITCHBACK STANDARDS

A switchback is defined as a curved segment of road between a beginning and end of the same curve, where the change of traffic travel direction is greater than 90 degrees.

Contractor shall follow these standards for switchbacks:

- Maximum adverse grades for switchbacks is 10%.
- Maximum favorable grades for switchbacks is 12%.
- Maximum transition grades entering and leaving switchbacks is a 5% grade change.
- Transition grades required to meet switchback grade limitations must be constructed on the tangents preceding and departing from the switchbacks.

**4-5 CUT SLOPE RATIO**

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

<u>Material Type</u>	<u>Excavation Slope Ratio</u>	<u>Excavation Slope Percent</u>
Common Earth (on side slopes up to 55%)	1:1	100
Common Earth (56% to 70% side slopes)	¾:1	133
Common Earth (on slopes over 70%)	½:1	200
Fractured or loose rock	½:1	200
Hardpan or solid rock	¼:1	400

**4-6 EMBANKMENT SLOPE RATIO**

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

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

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

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

**4-8 CURVE WIDENING**

The minimum widening placed on the inside of curves is:

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

**4-9 EMBANKMENT WIDENING**

The minimum embankment widening is:

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

**4-12 FULL BENCH CONSTRUCTION**

On the following road(s), and where side slopes exceed 45%, Contractor shall use full bench construction for the entire subgrade width. If designated, Contractor shall end haul waste material to the location specified in Clause 4-37 WASTE AREA LOCATION.

<u>Road</u>	<u>Full Bench Location</u>
PA-F-3080	47+90 – 49+00



## SUBSECTION INTERSECTIONS, TURNOUTS AND TURNAROUNDS

### 4-21 TURNOUTS

Contractor shall construct turnouts intervisible with a maximum distance of 1,000 feet between turnouts unless otherwise shown on drawings. Locations may be adjusted to fit the final subgrade alignment and sight distances. Locations changes are subject to written approval by the Contract Administrator. Minimum dimensions are shown on the TYPICAL SECTION SHEET.

### 4-22 TURNAROUNDS

Turnarounds must be no larger than 50 feet long and 30 feet wide. Locations are subject to written approval by the Contract Administrator.

## SUBSECTION DITCH CONSTRUCTION

### 4-25 DITCH CONSTRUCTION AND RECONSTRUCTION

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

### 4-27 DITCH WORK – MATERIAL USE PROHIBITED

Contractor shall not pull ditch material across the road or mix in with the road surface. Excavated material must be end hauled to the location specified in Clauses 4-36 through 4-38.

### 4-28 DITCH DRAINAGE

Ditches must drain to cross-drain culverts or ditchouts.

### 4-29 DITCHOUTS

Contractor shall construct ditchouts as identified in the table below and as needed to fit as built conditions. Ditchouts must be constructed in a manner that diverts ditch water onto the forest floor and must have excavation backslopes no steeper than a 1:1 ratio. L or R denotes ditchout left or ditchout right.

<u>Road</u>	<u>Stations</u>	<u>L or R</u>
PA-F-3125	11+70 (approx. 20')	L and R
PA-F-3080	45+70 (approx. 25')	R

## SUBSECTION WASTE MATERIAL (DIRT)

### 4-35 WASTE MATERIAL DEFINITION

Waste material is defined as all dirt, rock, mud, or related material that is extraneous or unsuitable for construction material. Waste material, as used in Section 4 EXCAVATION, is not organic debris.

**4-36 DISPOSAL OF WASTE MATERIAL**

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

**4-37 WASTE AREA LOCATION**

Contractor shall deposit waste material in the listed designated areas. The amount of material allowed in a waste area is at the discretion of the Contract Administrator.

Note: All amount values are estimated bank yards.

<u>Waste Area Location</u>	<u>Waste Generated From Road</u>	<u>Waste Generated at Stations</u>	<u>Estimated Volume</u>
PA-F-3080 Sta. 45+00	PA-F-3080	47+90 – 49+00	1400 yds <sup>3</sup>
PA-F-3080 Sta. 65+85	PA-F-3080	68+05 – 71+65	2000 yds <sup>3</sup>

**4-38 PROHIBITED WASTE DISPOSAL AREAS**

Contractor shall not deposit waste material in the following areas:

- Within 50 feet of a cross drain culvert.
- Within 100 feet of a live stream or wetland.
- Within a riparian management zone.
- On side slopes steeper than 45%.
- In locations that interfere with the construction of the road prism.
- In locations that impede drainage.
- Within the operational area for cable landings.
- Against standing timber.

**4-39 WASTE AREA COMPACTION**

Excavated material may be deposited adjacent to the road prism on side slopes up to 45% if the waste material is compacted and free of debris. On side slopes of 45% or more, all excavation shall be end hauled or pushed to designated waste areas. All waste material shall be compacted. The minimum acceptable compaction is achieved by placing embankments in 2 foot or shallower lifts and routing excavation equipment over the entire width of the lifts, with the exception of side hill embankments too narrow to accommodate excavation equipment which may be placed by end-dumping or sidecasting until sufficiently wide to support the equipment.

## SUBSECTION BORROW

### **4-46 COMMON BORROW**

Common borrow consists of soil, and/or aggregate that is non-plastic and contains no more than 5% clay, organic debris, or trash by volume. The material is considered non-plastic if the fines in the sample cannot be rolled, between the hand and a smooth surface, into a thread at any moisture content.

## SUBSECTION SHAPING

### **4-55 ROAD SHAPING**

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

### **4-56 DRY WEATHER SHAPING**

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

## SUBSECTION COMPACTION

### **4-60 FILL COMPACTION**

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

### **4-61 SUBGRADE COMPACTION**

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

### **4-62 DRY WEATHER COMPACTION**

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

### **4-63 EXISTING SURFACE COMPACTION**

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

**4-64 WASTE MATERIAL COMPACTION**

All waste material shall be compacted by running equipment over it or bucket tamping.

**4-65 CULVERT BACKFILL COMPACTION**

Culvert backfills shall be accomplished by using a jumping jack compactor, performing at least 2 passes per lift, in lifts not to exceed 8 inches.

**4-66 COMPACTION BY METHOD**

Compaction shall consist of three complete passes over the entire width of each lift with a vibratory drum roller weighing a minimum of 6,000 pounds at a maximum operating speed of 3 mph. For embankment segments too narrow to accommodate a drum roller, a plate compactor shall be used.

**SUBSECTION SUBGRADE REINFORCEMENT**

**4-70 SUBGRADE REINFORCEMENT**

On the following road(s), Purchaser shall provide and install geotextile fabric and geogrid directed by the Contract Administrator or as specified in the Engineer's design. Subgrade reinforcement must be installed to a width of 15 feet for the geotextile for stabilization and a width of 12.5 feet for the large aperture geogrid with the center of geotextile and geogrid centered on the subgrade, except at turnouts and/or turnarounds. Turnouts and/or turnarounds shall be incorporated for the full width and length of turnout and/or turnaround and overlapped with roadway geotextile and geogrid. Geotextile fabric and geogrid must overlap by a minimum of 2 feet at all joints and geogrid shall be placed on top of geotextile. The geotextile fabric and geogrid must be covered with a minimum of 18 inches of compacted rock as specified in the ROCK LIST. Geotextile fabric must meet the specifications in Clause 10-2 GEOTEXTILE FOR SEPARATION and Geogrid must meet the specifications in Clause 10-9 LARGE APPERTURE GEOGRID. Contact administrator shall be given product information from roll prior to placement of Geotextile and Geogrid.

<u>Road</u>	<u>Stations</u>
PA-F-3080	53+75 – 59+25, 67+65 – 71+65
PA-F-3081	4+25 – 11+25

**SECTION 5 – DRAINAGE**

**5-1 REMOVAL OF SHOULDER BERMS**

On the following road(s), Contractor shall remove berms from road shoulders. The construction of ditchouts is required where ponding could result from the effects of sidecast debris.

**5-3 PUNCHEON PLACEMENT**

On the following road(s), puncheon may be utilized in the subgrade on the following road. Puncheon shall consist of logs of at least 4 inches in diameter and shall be at least 17 feet long.

<u>Road</u>	<u>Stations</u>
PA-F-3080	50+40 – 73+40
PA-F-3081	0+00 – 14+70
PA-F-3084	0+00 – 7+50
PA-F-3085	0+00 – 5+50

**5-4 PUNCHEON RESTRICTED**

At no time shall puncheon be used in the subgrade, unless approved by the Contract Administrator or above table.

**SUBSECTION CULVERTS**

**5-5 CULVERTS**

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

**5-6 CULVERT TYPE**

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

**5-12 UNUSED MATERIALS STATE PROPERTY**

On required roads, any materials listed on the CULVERT LIST and ROCK LIST that are not installed will become the property of the state. Contractor shall stockpile materials as directed by the Contract Administrator.

**5-13 CONTINGENCY CULVERTS**

The following culverts will be supplied by the Contractor and are available for installation as directed by the Contract Administrator. In the event that culverts are not used, culverts shall be stockpiled at Port Angeles Work Center.

<u>Road</u>	<u>Size</u>
On any portion of road used for timber or rock haul.	1 - 18" x 30' culvert
	1 - 18" culvert band
	1 – 24" x 30' culvert

## SUBSECTION CULVERT INSTALLATION

### **5-15 CULVERT INSTALLATION**

Culvert installation must be in accordance with the TYPICAL CROSS DRAIN CULVERT INSTALLATION DETAIL SHEET, TYPICAL TYPE NS NP CULVERT INSTALLATION DETAIL SHEET, the National Corrugated Metal Pipe Association's "Installation Manual for Corrugated Steel Drainage Structures" and the Corrugated Polyethylene Pipe Association's "Recommended Installation Practices for Corrugated Polyethylene Pipe and Fittings". Corrugated Polyethylene pipe must be installed in a manner consistent with the manufacturer's recommendations. Culverts over 15 inches diameter shall be banded using lengths of no less than 10 feet, and no more than one length less than 16 feet. Shorter section of banded culvert shall be installed at the inlet end.

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

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

### **5-18 CULVERT DEPTH OF COVER**

Cross drain culverts must be installed with a depth of cover of not less than 18 inches of compacted subgrade over the top of the culvert at the shallowest point. Stream crossing culverts must be installed with a depth of cover specified in the Engineer's design, TYPICAL TYPE NS NP DETAIL SHEET, or recommended by the culvert manufacturer for the type and size of the pipe, whichever is greater.

## SUBSECTION CATCH BASINS, HEADWALLS, AND ARMORING

### **5-25 CATCH BASINS**

Contractor shall construct catch basins to resist erosion. Minimum dimensions of catch basins are 1-2 feet wide, 1-2 feet deep and 2-4 feet long.

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

Contractor shall construct headwalls in accordance with the TYPICAL CROSS DRAIN CULVERT INSTALLATION DETAIL at all cross drain culverts that specify the placement of rock. Rock used for headwalls must consist of oversize or quarry spall material. Rock must be placed on shoulders, slopes, and around culvert inlets and outlets. Minimum specifications require that rock be placed at a width of one culvert diameter on each side of the culvert opening, and to a height of one culvert diameter above the top of the culvert. Rock may not restrict the flow of water into culvert inlets or catch basins. No placement by end dumping or dropping of rock is allowed.

SECTION 6 – ROCK AND SURFACING

SUBSECTION ROCK SOURCE

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

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

<u>Source</u>	<u>Location</u>	<u>Rock Type</u>
Prospector Pit	T30N R05W Sec24	Pit Run Ballast 3" Jaw run rock
MC Pit	T30N R04W Sec30	Pit Run Ballast 3" Jaw run rock

**6-5 ROCK FROM COMMERCIAL SOURCE**

Rock used in accordance with the quantities on the ROCK LIST may/shall be obtained from any commercial source at the Contractor's expense. Rock sources are subject to written approval by the Contract Administrator before their use. Prior to approval, Contractor shall submit a passing sieve test performed by procedure described in WSDOT FOP for WAQTC T 27/11.

SUBSECTION ROCK SOURCE DEVELOPMENT

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

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

<u>Source</u>	<u>Rock Type</u>
Prospector Pit	Pit Run Ballast 3" Jaw run rock
MC Pit	Pit Run Ballast

	3" Jaw run rock
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**6-12 ROCK SOURCE SPECIFICATIONS**

Rock sources must be in accordance with the following specifications , unless otherwise specified in the ROCK SOURCE DEVELOPMENT PLAN:

- Pit walls may not be undermined or over steepened. The maximum slope of the walls must be consistent with recognized engineering standards for the type of material being excavated in accordance with the following table:

Material	Maximum Slope Ratio (Horiz. :Vert.)	Maximum Slope Percent
Sand	2:1	50
Gravel	1.5:1	67
Common Earth	1:1	100
Fractured Rock	0.5:1	200
Solid Rock	0:1	vertical

- Pit walls must be maintained in a condition to minimize the possibility of the walls sliding or failing.
- The width of pit benches must be a minimum of 1.5 times the maximum length of the largest machine used.
- The surface of pit floors and benches must be uniform and free-draining at a minimum 2% outslope gradient.
- All operations must be carried out in compliance with all regulations of the Regulations and Standards Applicable to Metal and Nonmetal Mining and Milling Operations (30 CFR) U.S. Department of Labor, Mine Safety and Health Administration and Safety Standards for Construction Work (296-155 WAC), Washington Department of Labor and Industries.
- All vehicle access to the top of the pit faces must be blocked.

SUBSECTION ROCK MANUFACTURE

**6-20 ROCK CRUSHING OPERATIONS**

Rock crushing operations must conform to the following specifications:

- Operations and placement of oversize material must be conducted in or near the rock source site, as approved in writing by the Contract Administrator.
- The crushing operation must be concluded within 30 working days from the time it begins.
- All testing and operations must be performed in accordance with the attached ROCK CRUSHING COMPLIANCE PROCEDURE.
- Contractor may use a commercial testing lab to produce sieve analyses.



- Sieve analysis for acceptance of aggregate shall be performed by procedure described in WSDOT FOP for WAQTC T 27/11.

**6-23 ROCK GRADATION TYPES**

Contractor may manufacture rock in accordance with the types and amounts listed in the Manufacturing list below. Rock must meet the following specifications for gradation and uniform quality during manufacture and placement into a stockpile. Contractor shall provide a sieve analysis upon request from the Contract Administrator.

<u>Rock Type</u>	<u>Amount</u>
3" Jaw Run Rock	2070 yds <sup>3</sup>

**6-24 ROCK CRUSHING COMPLIANCE PROCEDURE**

Phase I. Equipment Adjustment

**Step 1:**

At start up of crushing operations, the Contractor will notify the Contract Administrator when the rock meets the gradation specifications in the contract. None of the rock crushed during this calibration period will be counted toward the amount required to be crushed, and this rock must be kept separate from accepted rock crushed later.

**Step 2:**

The Contractor will test the rock. Two samples will be taken. If the rock meets specifications, crushing may begin. If the rock does not meet specifications, return to Step 1.

Phase II. Production

**Step 3:**

The Contractor will continue periodic testing to ensure that rock stays in spec. Testing will take place according to the following schedule:

- After the first 500 yards
  - After every 2,000 yards thereafter.
- a) Any time a sample is out of spec, but is within 5%\*, the Contractor will be notified and a second sample will be taken later in the day. If the second sample meets specifications, the rock crushed during that day will be accepted. If the second sample also fails to meet spec, none of the rock crushed since the last acceptable test will be counted toward the amount to be crushed.
  - b) Any time a sample is out of spec and is more than 5% off in any category, none of the rock crushed since the last acceptable test will be accepted and that rock must be kept separate from the stockpile. Return to Step 1.
  - c) Contractor is strongly encouraged to take their own samples regularly and keep their operations in spec to avoid unnecessary expenses.

- The 5% will be applied only to sieve specs for 2" to ¼"; rock that is out of spec in larger sizes must be kept separate from the acceptable rock. Periodic visual inspection required for all rock gradations larger than 2". If in the opinion of the Contract Administrator that gradations are not meeting specifications, Contract Administrator may require testing of material 2" or larger.

#### SUBSECTION ROCK GRADATIONS

##### **6-28 1 ¼-INCH MINUS CRUSHED ROCK**

% Passing 1 ¼" square sieve	100%
% Passing 5/8" square sieve	50 - 80%
% Passing U.S. #4 sieve	30 - 50%
% Passing U.S. #40 sieve	3 - 18%
% Passing U.S. #200 sieve	5%

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

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

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

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

##### **6-41 PIT RUN ROCK**

No more than 50 percent of the rock may be larger than 8 inches in any dimension and no rock may be larger than 12 inches in any dimension. Pit Run rock may not contain more than 5 percent by weight of organic debris, dirt, and trash. Rock may require processing to meet this specification.

#### SUBSECTION ROCK MEASUREMENT

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

Measurement of specified rock depths, are defined as the compacted depth(s) using the compaction methods required in this road plan. Estimated quantities specified in the ROCK LIST are estimated truck yards. Contractor shall apply adequate amounts of rock to meet the specified rock depths. Specified rock depths are minimum requirements and are not subject to reduction.

## SUBSECTION ROCK APPLICATION

### 6-70 APPROVAL BEFORE ROCK APPLICATION

Contractor shall obtain written approval from the Contract Administrator for subgrade drainage installation included grading and compaction before rock application.

### 6-71 ROCK APPLICATION

Contractor shall apply rock in accordance with the specifications and quantities shown on the ROCK LIST. Rock must be spread, shaped, and compacted full width concurrent with rock hauling operations. The Contract Administrator will direct locations for rock that is to be applied as spot patching. Road surfaces must be compacted in accordance with the COMPACTION LIST by routing equipment over the entire width and in lifts not to exceed 6 inches.

### 6-72 ROCK APPLICATION AFTER HAULING

On the following road(s), upon completion of all hauling operations, Contractor shall apply rock in accordance with the quantities shown on the ROCK LIST and listed below.

<u>Road</u>	<u>Stations</u>	<u>Rock Type</u>	<u>Amount</u>
PA-F-3100	0+00 – 43+25	1 ¼" Minus Crushed Rock	200 yd <sup>3</sup>
PA-F-3200	0+00 – 55+40	1 ¼" Minus Crushed Rock	200 yd <sup>3</sup>
PA-F-3200	55+40 – 81+65	3" minus Jaw Run Rock	100 yd <sup>3</sup>
PA-F-3210	0+00 – 60+05	Pit Run Rock	100 yd <sup>3</sup>
PA-F-3080	0+00 – 14+20	1 ¼" Minus Crushed Rock	50 yd <sup>3</sup>
PA-F-3080	14+20 – 73+40	3" minus Jaw Run Rock	200 yd <sup>3</sup>

### 6-73 ROCK FOR WIDENED PORTIONS

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

### 6-76 DRY WEATHER ROCK COMPACTION

On the following roads, The Contract Administrator may require the application of water to facilitate compaction of the rock surfacing. The method of water application is subject to approval by the Contract Administrator.

**6-77 ROCK OVER GEOTEXTILE**

On the following road(s), rock shall be applied over geotextiles in accordance with manufacturer's specifications.

<u>Road</u>	<u>Stations</u>
PA-F-3080	53+75 – 59+25, 67+65 – 71+65
PA-F-3081	4+25 – 11+25

**6-78 ROCK FOR SPOT PATCHING**

Rock for spot patching shall be applied before any grading is done and before any rock lifts are applied. Once applied, spot patches shall be graded into the existing running surface.

SUBSECTION DUST ABATEMENT

**6-80 WATERING FOR DUST ABATEMENT**

Contractor shall use water for dust abatement on the following roads as directed by the Contract Administrator.

<u>Road</u>	<u>Stations</u>
PA-F-3080	0+00 – 15+80

SECTION 7 – STRUCTURES

SUBSECTION SIGNS

**7-2 SIGN INSTALLATION (NON-HIGHWAY)**

The Contractor shall be responsible for the purchase, installation, and maintenance of the following road signs. Signs shall be installed a minimum of 7 days before hauling logs and/or rock. Signs shall be at least 2 feet in any direction, and shall be orange with black lettering.

<u>Road</u>	<u>Station</u>	<u>Sign</u>
Blue Mtn. Rd.	Junction of PA-F-3100 and Blue Mtn. Rd. MP 0.7	2 Truck Crossing Signs inbound and outbound
Blue Mtn. Rd.	Junction of Transfer Station Rd. and Blue Mtn. Rd. MP 1.02	2 Truck Crossing Signs inbound and outbound
Blue Mtn. Rd.	Junction of Blue Emery Spur 1 and Blue Mtn. Rd. MP 1.34	2 Truck Crossing Signs inbound and outbound

Blue Mtn. Rd.	Junction of Blue Emery Spur 1 and Blue Mtn. Rd. MP 1.38	2 Truck Crossing Signs inbound and outbound
Blue Mtn. Rd.	Junction of PA-F-3200 and Blue Mtn. Rd. MP 2.45	2 Truck Crossing Signs inbound and outbound
Gellor Rd.	Junction of PA-F-3080 and Gellor Rd. MP 0.31	2 Truck Crossing Signs inbound and outbound

**SUBSECTION STREAM CROSSING STRUCTURES GENERAL**

**7-5 STRUCTURE DEBRIS**

Contractor shall not allow debris from the installation or removal of structures to enter any stream. Components removed from existing structure(s) must be removed from state land or, as directed in writing, by the Contract Administrator. Contractor shall maintain a clean jobsite, with all materials stored away from the high water mark or other area presenting a risk of the materials entering a stream. Debris entering any stream must be removed immediately, and placed in the site(s) designated for stockpiling or disposal. Contractor shall retrieve all material carried downstream from the jobsite.

**7-6 STREAM CROSSING INSTALLATION**

Contractor shall install stream crossing structures in accordance with the manufacturer's requirements, and as directed by the District Engineer or their designee.

**7-7 BANK PROTECTION FOR STREAM CROSSING STRUCTURES**

Contractor shall design and construct bank protection to prevent the undermining of the structure.

**SUBSECTION GATE CLOSURE**

**7-70 GATE CLOSURE**

On the following road(s), Contractor shall keep gates closed and locked except during periods of haul. All gates that remain open during haul must be locked or securely fastened in the open position. All gates must be closed at termination of use.

<u>Road</u>	<u>Station</u>
PA-F-3100	1+00
Transfer Station Rd.	0+50
PA-F-3200	1+00

SUBSECTION GATES AND FENCES

**7-75 GATE MAINTENANCE**

Contractor shall conduct gate maintenance as listed. Contractor shall remove all old gate material from state land before the termination of the contract.

<u>Road</u>	<u>Station</u>	<u>Requirements</u>
PA-F-3100	1+00	Gate shall be painted Safety Yellow color using high gloss alkyd enamel paint. Prior to painting, surfaces shall be prepared by cleaning, sanding and removing all loose rust and paint. All surfaces shall be dry at the time of painting. Two coats of paint shall be applied, using the procedures described in the product instructions, with a minimum of eight hours drying time between coats. Grease lubrication points. 6 ecoblock shall be placed to block go-around.
PA-F-3200	1+00	Grease lubrication points.
PA-F-3200	54+75	Replace Gate Support Arm with like materials. Gate shall be painted Safety Yellow color using high gloss alkyd enamel paint. Prior to painting, surfaces shall be prepared by cleaning, sanding and removing all loose rust and paint. All surfaces shall be dry at the time of painting. Two coats of paint shall be applied, using the procedures described in the product instructions, with a minimum of eight hours drying time between coats. Grease lubrication points.

**7-76 GATE INSTALLATION**

Contractor shall install the listed gate(s). Gate installation(s) must be completed prior to timber haul approval.

<u>Road</u>	<u>Station</u>	<u>Type*</u>	<u>Provided by</u>
Blue Emery Spur 1	0+65	Medium Gate	<b>Contractor</b>

Medium gate installation(s) must be in accordance with the Medium Gate Detail.

The gate and lock box must be installed plumb and aligned to ensure all mating components match with precision. Each post must be filled with concrete, capped and set in a minimum of 2 cubic yards of poured-in-place concrete. The gate must be installed with a post and locking device to allow the gate to be locked in an open position. The Contract Administrator will provide Contractor with a padlock.

If Contractor wishes to install an alternate design, detailed plans for the construction of the gate must be submitted to the Contract Administrator. Contractor shall obtain written approval for the plans from the Contract Administrator or their designee, before gate installation begins.

The gate must be primed and painted yellow.

**7-78 GATE SUPPLIED BY CONTRACTOR**

Contractor shall provide all gates specified for installation in Clause 7-76 GATE INSTALLATION. Contractor shall obtain written approval for the gates from the Contract Administrator before installation.

**SECTION 8 – EROSION CONTROL**

**8-1 SEDIMENT CONTROL STRUCTURES**

On the following road(s), Sediment control shall be as listed below or other methods as approved in writing by the Contract Administrator.

<u>Road</u>	<u>Stations</u>	<u>Left and/or Right</u>	<u>Comments</u>
PA-F-3080	67+60 – 68+45	Right	Roadside Silt Fence
PA-F-3080	68+15 – 70+90	Left	Roadside Silt Fence
PA-F-3080	70+60 – 71+65	Right	Roadside Silt Fence
PA-F-3085	2+30	Left	Silt Fence in Ditch x 2
PA-F-3085	3+10	Right	Silt Fence in Ditch x 2

**8-2 PROTECTION FOR EXPOSED SOIL**

Contractor shall provide and evenly spread a 3-inch layer of straw or hay to all exposed soils at culvert installations within 100 feet of a stream or wetland. Soils must be covered before the first anticipated storm event. Soils may not sit exposed during any rain event.

SUBSECTION REVEGETATION

**8-15 REVEGETATION**

Contractor shall spread grass seed and straw and/or hay mulch on all exposed soils including, but not limited to, stream culverts, waste areas, sidecast pullback areas, stream crossing removals, bridge installations, and other areas directed by the Contract Administrator. Revegetation of exposed soils shall be accomplished by manual dispersal of grass seed unless otherwise detailed in this Road Plan. Other methods of covering must be approved in writing by the Contract Administrator.

**8-16 REVEGETATION SUPPLY**

The Contractor shall provide the all seed, mulch, straw and/or hay, matting etc..

**8-17 REVEGETATION TIMING**

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

**8-18 PROTECTION FOR SEED**

Contractor shall provide a protective cover over the revegetated area. The protective cover may consist of but not be limited to, such items as dispersed straw and/or hay mulch 3" thick or jute matting. Seed must be covered before the first anticipated storm event.

**8-19 ASSURANCE FOR SEEDED AREA**

Contractor shall ensure the growth of a uniform and dense crop (at least 50% coverage) of 3-inch tall grass. Contractor shall reapply the grass seed and/or straw and/or hay mulch in areas that have failed to germinate or have been damaged through any cause, restore eroded or disturbed areas, clean up and properly dispose of eroded materials, and reapply the grass seed and/or straw and/or hay mulch at no addition cost to the state.



SUBSECTION SEED, FERTILIZER, AND MULCH

**8-25 GRASS SEED**

Contractor shall evenly spread the seed mixture listed below on all exposed soil at a rate of 60 pounds per acre of exposed soil. Grass seed must meet the following specifications:

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

<u>Kind and Variety of Seed in Mixture</u>	<u>% by Weight</u>	<u>Minimum % germination</u>
Perennial Rye	35-45	90
Red Fescue	30-40	90
Highland Bent	5-15	85
White Clover	10-20	90
Inert and Other Crop	0.5	

SECTION 9 – POST-HAUL ROAD WORK

SUBSECTION STRUCTURES

**9-1 EARTHEN BARRICADES**

Contractor shall construct barricades in accordance with the EARTHEN BARRICADE DETAIL.

<u>Road</u>	<u>Stations</u>
1+35 Spur	0+10
Blue Emery Spur 2	0+10

SUBSECTION POST-HAUL MAINTENANCE

**9-5 POST-HAUL MAINTENANCE**

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

<u>Road</u>	<u>Stations</u>	<u>Additional Requirements</u>
All	All	Clean culverts, clean ditches, grade road shape and compact as directed by the Contract Administrator.
PA-F-3100	0+00 – 43+25	Apply post haul rock per Clause 6-72.
PA-F-3200	0+00 – 81+65	Apply post haul rock per Clause 6-72.
PA-F-3210	0+00 – 60+05	Apply post haul rock per Clause 6-72.
PA-F-3080	0+00 – 73+40	Apply post haul rock per Clause 6-72.

SUBSECTION POST-HAUL LANDING MAINTENANCE

**9-10 LANDING DRAINAGE**

Contractor shall provide for drainage of the landing surface as approved in writing by the Contract Administrator.

**9-11 LANDING EMBANKMENT**

Contractor shall slope landing embankments to the original construction specifications.

SUBSECTION DECOMMISSIONING AND ABANDONMENT

**9-20 ROAD DECOMMISSIONING**

Contractor shall decommission the following roads before the termination of this contract.

<u>Road</u>	<u>Stations</u>	<u>Type</u>
1+35 Spur	0+00 – 1+35	Light Decommissioning
Blue Emery Spur 2	0+00 – 1+00	
Total Stations	2.35	

**9-22 LIGHT DECOMMISSIONING**

- Remove road shoulder berms except as directed.
- Construct non-drivable waterbars according to the attached NON-DRIVABLE WATERBAR DETAIL at a maximum spacing that will produce a vertical drop of no more than 10 feet between waterbars or between natural drainage paths and with a maximum spacing of 100 feet, or as marked in the field.

- Skew waterbars at least 30 degrees from perpendicular to the road centerline on roads in excess of 3 percent grade.
- Key waterbars into the cut-slope to intercept the ditch. Waterbars must be outsloped to provide positive drainage. Outlets must be on stable locations.
- Block roads with earthen barricades in accordance with the attached EARTHEN BARRICADE DETAIL.

## SECTION 10 MATERIALS

### SUBSECTION GEOTEXTILES

#### 10-2 GEOTEXTILE FOR SEPARATION

Geotextiles must meet the following minimum requirements for strength and property qualities, and must be designed by the manufacturer to be used for separation. Material must be free of defects, cuts, and tears. Mifafi 140N or 160N meet or exceed these requirements for geotextile for separation.

	<u>ASTM Test</u>	<u>Requirements</u>
Type	--	Non-woven
Apparent opening size	D 4751	No. 70 max
Water permittivity	D 4491	0.02 sec <sup>-1</sup>
Grab tensile strength	D 4632	160 lb
Grab tensile elongation	D 4632	>= 50%
Puncture strength	D 6241	310 lb
Tear strength	D 4533	50 lb
Ultraviolet stability	D 4355	50% retained after 500 hours of exposure

#### 10-3 GEOTEXTILE FOR STABILIZATION

Geotextiles must meet the following minimum requirements for strength and property qualities, and must be designed by the manufacturer to be used for stabilization or reinforcement, and filtration. Material must be free of defects, cuts, and tears.

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

**10-6 GEOTEXTILE FOR TEMPORARY SILT FENCE**

Geotextiles must meet the following minimum requirements for strength and property qualities, and must be designed by the manufacturer to be used for filtration. Woven slit-film geotextiles are not allowed. Material must be free of defects, cuts, and tears.

	<u>ASTM Test</u>	<u>Requirements</u>
Type	--	Unsupported between posts
Apparent opening size	D 4751	No. 30 max., No. 100 min.
Water permittivity	D 4491	0.02 sec <sup>-1</sup>
Grab tensile strength	D 4632	180 lb in machine direction, 100lb in cross-machine direction
Grab tensile elongation	D 4632	30% max. at 180 lb or more
Ultraviolet stability	D 4355	70% retained after 500 hours of exposure

**10-9 LARGE APPERTURE GEOGRID**

Geogrids must meet the following minimum requirements for strength and property qualities, and must be designed by the manufacturer to be used for stabilization or reinforcement, and filtration. Material must be free of defects, cuts, and tears. Tensar NX650 and NX750 meet or exceed the requirements for Large Apperture Geogrid.

	<u>ASTM Test</u>	<u>Requirements</u>
Type		Grid
Aperture Shapes		Hexagonal, Trapezoidal, & Triangular
Rib Shape		Rectangular
Rib Pitch (in)		3.2
Rib aspect Ratio		>1.0
Node Thickness (in)		0.13

SUBSECTION CULVERTS

**10-15 CORRUGATED STEEL CULVERT**

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

**10-17 CORRUGATED PLASTIC CULVERT**

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

**10-21 METAL BAND**

Metal coupling and end bands must meet the AASHTO specification designated for the culvert and must have matching corrugations. Culverts 24 inches and smaller must have bands with a minimum width of 12 inches. Culverts over 24 inches must have bands with a minimum width of 24 inches.

**10-22 PLASTIC BAND**

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

**10-23 RUBBER CULVERT GASKETS**

Rubber gaskets must be continuous closed cell, synthetic expanded rubber gaskets conforming to the requirements of ASTM D 1056. Rubber gaskets must be used with all corrugated metal pipe coupling bands.

**10-24 GAUGE AND CORRUGATION**

Unless otherwise stated in the engineer’s design, metal culverts must conform to the following specifications for gage and corrugation as a function of diameter.

<u>Diameter</u>	<u>Gauge</u>	<u>Corrugation</u>
18"	16 (0.064")	2 2/3" X 1/2"
24" to 48"	14 (0.079")	2 2/3" X 1/2"
54" to 96"	12 (0.109")	5" x 1"

**SECTION 11 SPECIAL NOTES**

**11-5 INSLOPED/OUTSLOPED ROAD SEGMENTS**

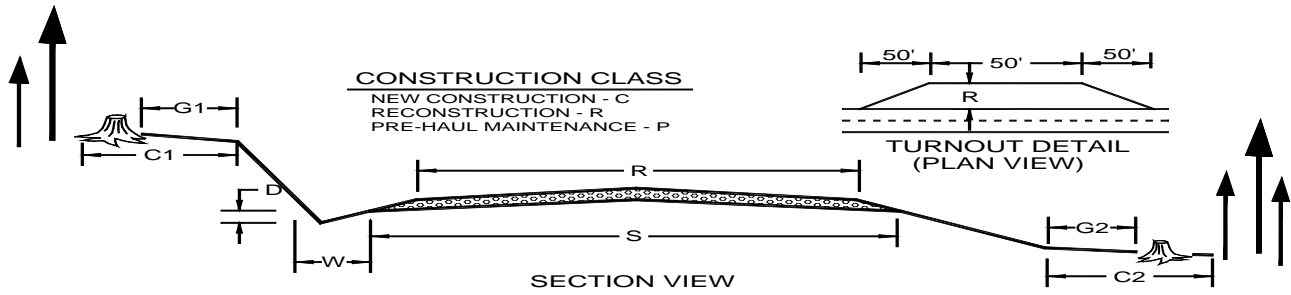
Contractor shall inslope/outslope road segments as listed in table below. Inslope/outslope grade shall be in accordance with TYPICAL SECTION SHEET and Typical Inslope/outslope Detail Sheet.

<u>Road</u>	<u>Stations</u>	<u>Inslope/Outslope</u>
PA-F-3080	67+60 – 71+65	Outslope

**11-7 COUNTY ROAD APPROACH PERMITS**

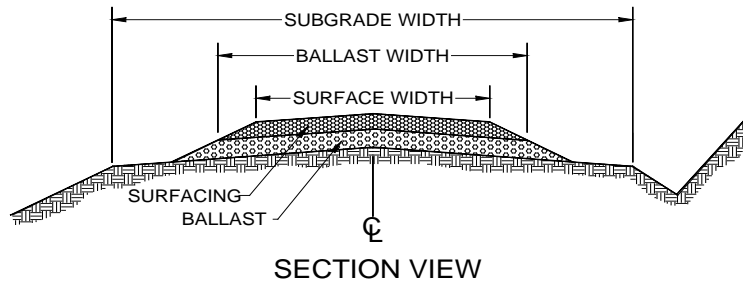
All county road approach permit(s) must be followed. This includes posting, correspondence with the County Public works department and construction requirements.

## TYPICAL SECTION SHEET



ROAD NAME	START STATION	END STATION	CONSTRUCTION CLASS	TOLERANCE CLASS	SUBGRADE WIDTH (S)	ROAD WIDTH (R)	CROWN AT CL (in)	DITCH WIDTH (W)	DITCH DEPTH (D)	GRUBBING CUT BANK (G1)	GRUBBING FILL TOE (G2)	ROAD CUT CLEARING (C1)	ROAD FILL CLEARING (C2)
PA-F-3100	0+00	43+25	P			12'	3"	3'	1'				
PA-F-3120	0+00	1+25	R	C	17'	12'	3"	3'	1'	5'	5'	10'	5'
PA-F-3125	0+00	15+20	R	C	17'	12'	3"	3'	1'	5'	5'	10'	5'
PA-F-3125 Wye	0+00	2+00	C	C	17'	12'	3"	3'	1'	5'	5'	10'	5'
PA-F-3125.1	0+00	5+30	C	C	17'	12'	3"	3'	1'	5'	5'	10'	5'
Transfer Station Spur	0+00	2+70	P			12'	3"	3'	1'				
1+35 Spur	0+00	1+35	C	C	17'	12'	3"	3'	1'	5'	5'	10'	5'
Blue Emery Spur 1	0+00	5+00	R	C	17'	12'	3"	3'	1'	5'	5'	10'	5'
Blue Emery Spur 1.1	0+00	7+85	C	C	17'	12'	3"	3'	1'	5'	5'	10'	5'
Blue Emery Spur 2	0+00	1+00	P			12'	3"	3'	1'				
PA-F-3200	0+00	81+65	P			12'	3"	3'	1'				
PA-F-3210	0+00	60+05	P			12'	3"	3'	1'				
PA-F-3080	0+00	41+40	P			12'	3"	3'	1'				
PA-F-3080	41+40	67+60	C	C	17'	12'	3"	3'	1'	5'	5'	10'	5'
PA-F-3080	67+60	68+35	C	C	17'	12'	-3/3"			5'	5'	10'	5'
PA-F-3080	68+35	70+80	C	C	17'	12'	3/-3"			5'	5'	10'	5'
PA-F-3080	70+80	71+65	C	C	17'	12'	-3/3"			5'	5'	10'	5'
PA-F-3080	71+85	73+40	C	C	17'	12'	3"	3'	1'	5'	5'	10'	5'
PA-F-3081	0+00	14+70	C	C	17'	12'	3"	3'	1'	5'	5'	10'	5'
2+05 Spur	0+00	2+05	C	C	17'	12'	3"	3'	1'	5'	5'	10'	5'
PA-F-3084	0+00	7+50	C	C	17'	12'	3"	3'	1'	5'	5'	10'	5'
PA-F-3085	0+00	5+50	C	C	17'	12'	3"	3'	1'	5'	5'	10'	5'

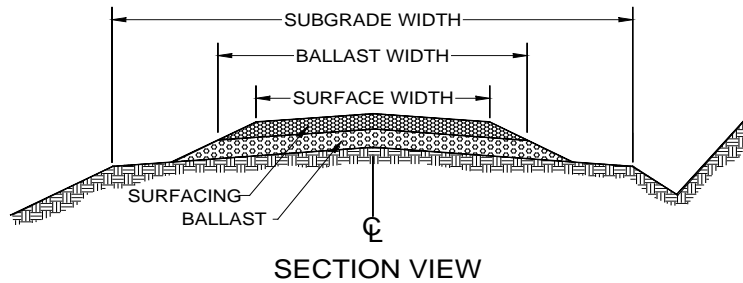
## ROCK LIST SHEET



1. Rock quantities, subtotals and totals are "truck measure" estimates. Rock shall be applied to at least the depths listed.
2. All depths are compacted depths.
3. Rock slopes shall be 1½ (H) : 1 (V).
4. All rock sources are subject to approval by the Contract Administrator.
5. Pitrun is defined as pitrun or ballast per Line 6. Crushed is defined as any crushed rock from ¼" minus to 4" minus per Line 6. Oversize is defined as oversize, quarry spalls, light loose rip rap, or heavy loose rip rap per Line 6.
6. Rock sources= 1: Prospector or MC Pit Ballast, 2: Prospector or MC 3" Jaw Run Rock, 3: Commerical Source 1 ¼" minus, 4: Prospector or MC Pit Oversized.

ROAD NAME	START STATION	END STATION	SUBGRADE WIDTH (ft)	Pitrun SOURCE	Pitrun WIDTH (ft)	Pitrun DEPTH (in)	Pitrun Quantity(yd <sup>3</sup> /sta)	Pitrun SUBTOTAL(yd <sup>3</sup> )	Crushed SOURCE	Crushed WIDTH (ft)	Crushed DEPTH (in)	Crushed Quantity(yd <sup>3</sup> /sta)	Crushed Subtotal(yd <sup>3</sup> )	Oversize/ Rip rap Source	Oversize/Rip Rap Quantity(yd <sup>3</sup> )
<b>PA-F-3100</b>															
Misc.	0+00	43+25							3				100		
Post Haul	0+00	43+25							3				200		
<b>PA-F-3120</b>															
Lift	0+00	1+25	17	1	12	18	110	140							
<b>PA-F-3125</b>															
Lift	0+00	2+15	17	1	12	12	70	150							
Lift	2+15	15+20	17	1	12	12	70	920							
Turnaround	3+25			1				50							
Culvert Install	3+95			1				20							
Culvert Install	7+95			1				20							
Turnout	8+35			1				30							
<b>PA-F-3125.1</b>															
Lift	0+00	5+30	17	1	12	18	110	580							
Culvert Install	0+10			1				20							
Culvert Install	3+60			1				20							
Turnaround	4+25			1				50							
<b>PA-F-3125 WYE</b>															
Lift	0+00	2+00	17	1	12	18	110	220							
<b>Totals:</b>								<b>1: 2220</b>					<b>3: 300</b>		

## ROCK LIST SHEET CONTINUED

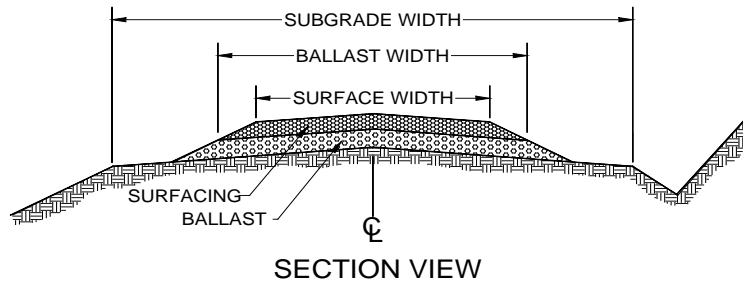


1. Rock quantities, subtotals and totals are "truck measure" estimates. Rock shall be applied to at least the depths listed.
2. All depths are compacted depths.
3. Rock slopes shall be 1½ (H) : 1 (V).
4. All rock sources are subject to approval by the Contract Administrator.
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6. Rock sources= 1: Prospector or MC Pit Ballast, 2: Prospector or MC 3" Jaw Run Rock, 3: Commerical Source 1 ¼" minus, 4: Prospector or MC Pit Oversized.

ROAD NAME	START STATION	END STATION	SUBGRADE WIDTH (ft)	Pitrun SOURCE	Pitrun WIDTH (ft)	Pitrun DEPTH (in)	Pitrun Quantity(yd <sup>3</sup> /sta)	Pitrun SUBTOTAL(yd <sup>3</sup> )	Crushed SOURCE	Crushed WIDTH (ft)	Crushed DEPTH (in)	Crushed Quantity(yd <sup>3</sup> /sta)	Crushed Subtotal(yd <sup>3</sup> )	Oversize/ Rip rap Source	Oversize/Rip Rap Quantity(yd <sup>3</sup> )
<b>Transfer Station Spur</b>															
Lift	0+00	2+70							3	12	6	35	100		
Turnout	1+00			1				30							
<b>1+35 Spur</b>															
Lift	0+00	1+35	17	1	12	18	110	150							
<b>Blue Emery Spur 1</b>															
Lift	0+00	1+00		1	13	6	30	30	3	12	6	30	30		
Culvert Install	0+10			1				10	3				10		
Lift	1+00	5+00		1	13	6	35	140	2	12	6	35	140		
Culvert Install	1+85			1				20							
<b>Blue Emery Spur 1.1</b>															
Lift	0+00	4+85	17	1	13	12	70	340	2	12	6	40	200		
Culvert Install	1+60			1				20							
Turnout	3+15			1				30							
Culvert Install	4+85			1				20							
Lift	4+85	7+85	17	1	12	18	110	330							
Turnaround	6+95			1				50							
Totals:								1: 1170					2: 340, 3: 140		



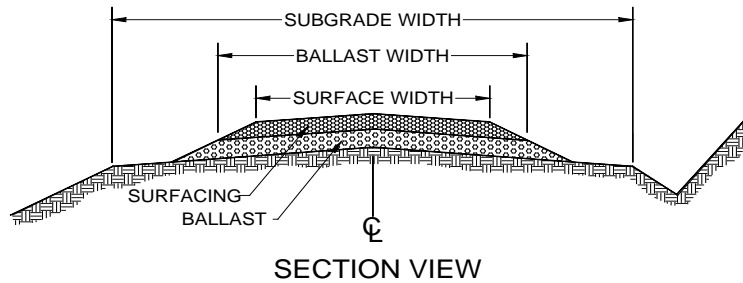
## ROCK LIST SHEET CONTINUED



1. Rock quantities, subtotals and totals are "truck measure" estimates. Rock shall be applied to at least the depths listed.
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ROAD NAME	START STATION	END STATION	SUBGRADE WIDTH (ft)	Pitrun SOURCE	Pitrun WIDTH (ft)	Pitrun DEPTH (in)	Pitrun Quantity(yd <sup>3</sup> /sta)	Pitrun SUBTOTAL(yd <sup>3</sup> )	Crushed SOURCE	Crushed WIDTH (ft)	Crushed DEPTH (in)	Crushed Quantity(yd <sup>3</sup> /sta)	Crushed Subtotal(yd <sup>3</sup> )	Oversize/ Rip rap Source	Oversize/Rip Rap Quantity(yd <sup>3</sup> )
<b>Blue Emery Spur 2</b>															
Lift	0+00	1+00							3	12	6	40	40		
<b>PA-F-3200</b>															
Misc.	0+00	55+40							3				100		
Misc.	55+40	81+65							2				150		
Post Haul	0+00	55+40							3				200		
Post Haul	55+40	81+65							2				100		
<b>PA-F-3210</b>															
Misc.	0+00	60+05		1				100							
Turnaround	59+75			1				50							
Post Haul	0+00	60+05		1				100							
<b>PA-F-3080</b>															
Lift	0+00	14+20							3	12	4	20	280		
Lift	41+40	73+40	17	1	13	12	70	2240	2	12	6	40	1280		
Culvert Install	42+00			1				20							
Turnout	44+05			1				30							
Culvert Install	50+40			1				20							
Turnout	52+35			1				30							
Culvert Install	52+90			1				20							
Totals:								1: 2610					2: 1530, 3: 620		

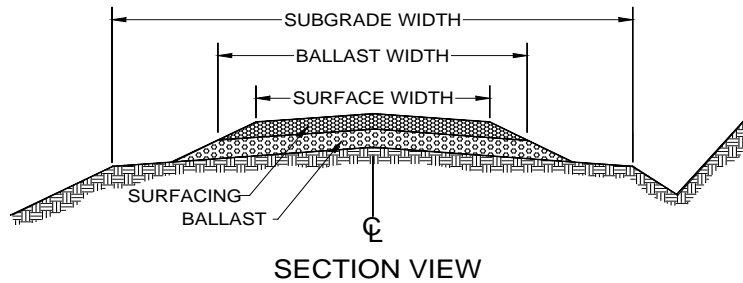
## ROCK LIST SHEET CONTINUED



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ROAD NAME	START STATION	END STATION	SUBGRADE WIDTH (ft)	Pitrun SOURCE	Pitrun WIDTH (ft)	Pitrun DEPTH (in)	Pitrun Quantity(yd <sup>3</sup> /sta)	Pitrun SUBTOTAL(yd <sup>3</sup> )	Crushed SOURCE	Crushed WIDTH (ft)	Crushed DEPTH (in)	Crushed Quantity(yd <sup>3</sup> /sta)	Crushed Subtotal(yd <sup>3</sup> )	Oversize/ Rip rap Source	Oversize/Rip Rap Quantity(yd <sup>3</sup> )
<b>PA-F-3080</b>															
Turnaround	53+75			1				50							
Culvert Install	55+10			1				20							
Culvert Install	55+85			1				20							
Culvert Install	56+90			1				20							
Turnout	57+60			1				30							
Culvert Install	61+50			1				20							
Turnaround	62+25			1				50							
Turnout	64+10			1				30							
Culvert Install	64+90			1				100							
Culvert Install	67+10			1				20							
Culvert Install	68+35			1				100							
Culvert Install	70+80			1				100							
Turnaround	72+80			1				100							
Post Haul	0+00	14+20							3				50		
Post Haul	14+20	73+40							2				200		
Totals:								1: 660		2:200, 3: 50					

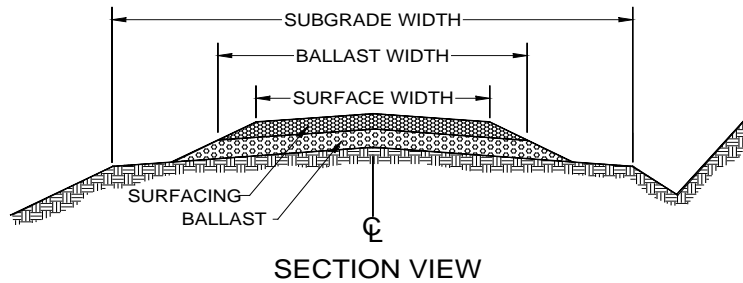
## ROCK LIST SHEET CONTINUED



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ROAD NAME	START STATION	END STATION	SUBGRADE WIDTH (ft)	Pitrun SOURCE	Pitrun WIDTH (ft)	Pitrun DEPTH (in)	Pitrun Quantity(yd <sup>3</sup> /sta)	Pitrun SUBTOTAL(yd <sup>3</sup> )	Crushed SOURCE	Crushed WIDTH (ft)	Crushed DEPTH (in)	Crushed Quantity(yd <sup>3</sup> /sta)	Crushed Subtotal(yd <sup>3</sup> )	Oversize/ Rip rap Source	Oversize/Rip Rap Quantity(yd <sup>3</sup> )
<b>PA-F-3081</b>															
Lift	0+00	14+70	17	1	12	18	110	1620							
Culvert Install	4+30			1				20							
Culvert Install	6+50			1				20							
Turnout	8+40			1				30							
Culvert Install	9+60			1				20							
Culvert Install	10+40			1				100							
Culvert Install	11+25			1				20							
Turnaround	12+90			1				50							
<b>2+05 Spur</b>															
Lift	0+00	2+05		1	12	18	110	230							
<b>PA-F-3084</b>															
Lift	0+00	7+50	17	1	12	18	110	830							
Culvert Install	0+40			1				20							
Turnaround	5+50			1				50							
Culvert Install	6+50			1				20							
Totals:								1: 3030							

## ROCK LIST SHEET CONTINUED



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ROAD NAME	START STATION	END STATION	SUBGRADE WIDTH (ft)	Pitrun SOURCE	Pitrun WIDTH (ft)	Pitrun DEPTH (in)	Pitrun Quantity(yd <sup>3</sup> /sta)	Pitrun SUBTOTAL(yd <sup>3</sup> )	Crushed SOURCE	Crushed WIDTH (ft)	Crushed DEPTH (in)	Crushed Quantity(yd <sup>3</sup> /sta)	Crushed Subtotal(yd <sup>3</sup> )	Oversize/ Rip rap Source	Oversize/Rip Rap Quantity(yd <sup>3</sup> )
<b>PA-F-3085</b>															
Lift	0+00	5+50	17	1	12	18	110	610							
Culvert Install	2+70			1				50							
Turnaround	4+60			1				50							
Totals:								1: 710							
Grand Totals:								1: 10,400				2: 2070, 3: 1110			

### CULVERT LIST

ROAD NAME	STATION	CULVERT DIAMETER (in)	CULVERT LENGTH (ft)	FLUME LENGTH (ft)		RIP RAP - INLET (cy)	RIP RAP - OUTLET (cy)	BACKFILL MATERIAL	NOTES
PA-F-3125	3+95	18	30					PR	Culvert Install
PA-F-3125	7+95	18	30					PR	Culvert Install
PA-F-3125.1	0+10	18	40					PR	Culvert Install
PA-F-3125.1	3+60	18	30					PR	Culvert Install
Blue Emery Spur 1	0+10	12	40					PR	Culvert Install
Blue Emery Spur 1	1+85	18	30					PR	Culvert Install
Blue Emery Spur 1.1	1+60	18	30					PR	Culvert Install
Blue Emery Spur 1.1	4+85	18	30					PR	Culvert Install
PA-F-3080	42+00	18	30					PR	Culvert Install
PA-F-3080	50+40	18	30					PR	Culvert Install
PA-F-3080	52+90	18	30					PR	Culvert Install
PA-F-3080	55+10	18	30					PR	Culvert Install
PA-F-3080	55+85	18	30					PR	Culvert Install
PA-F-3080	56+90	18	30					PR	Culvert Install
PA-F-3080	61+50	18	30					PR	Culvert Install
PA-F-3080	64+90	18	40					PR	Culvert Install
PA-F-3080	67+10	18	30					PR	Culvert Install
PA-F-3080	68+35	24	40					PR	Culvert Install*
PA-F-3080	70+80	24	40					PR	Culvert Install*
PA-F-3081	4+30	18	30					PR	Culvert Install
PA-F-3081	6+50	18	30					PR	Culvert Install
PA-F-3081	9+60	18	30					PR	Culvert Install
PA-F-3081	10+40	24	30					PR	Culvert Install
PA-F-3081	11+25	18	30					PR	Culvert Install
PA-F-3084	0+40	18	30					PR	Culvert Install
PA-F-3084	6+50	18	30					PR	Culvert Install
PA-F-3085	2+70	24	50					PR	Culvert Install
Contingency Culvert		18	30					NT	As per Contract Administrator
Contingency Culvert		24	30					NT	As per Contract Administrator

**All rip rap shall be Oversize unless specified in the Rock List, or in the field.**

**All backfill shall be native material (NT) unless specified otherwise. CR= crushed rock, PR= Pit Run Rock.**

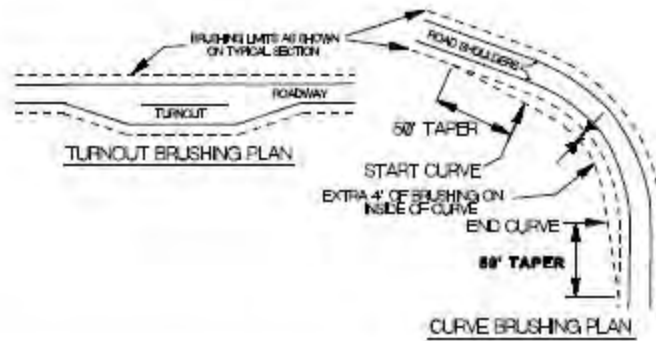
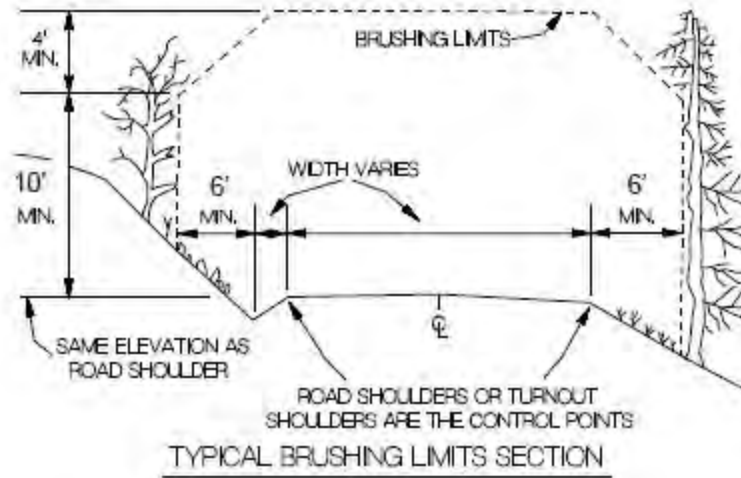
**\* Live water**

## COMPACTION LIST

Alternate forms/methods to using vibratory smooth drum compactor to compact the road classes listed in the table below shall be approved per District Engineer.

Road	Stations	Type	Max Depth Per Lift (inches)	Equipment Type	Minimum Equipment Weight (lbs)	Minimum Number of Passes	Maximum Operating Speed (mph)
Pre-haul	All	Culvert Backfill	8"	Jumping Jack		3	
Pre-haul	All	Rock Lifts	6"	Vibratory Smooth Drum	6,000	3	3
Pre-haul	All	Pre-haul Surface		Vibratory Smooth Drum	6,000	3	3
Construction	All	Subgrade (Except Puncheon)	6"	Vibratory Smooth Drum	6,000	2	3
Construction	All	Culvert Backfill	8"	Jumping Jack		3	
Construction	All	Rock Placement	6"	Vibratory Smooth Drum	6,000	2	3
Reconstruction	All	Subgrade (Except Puncheon)	6"	Vibratory Smooth Drum	6,000	2	3
Reconstruction	All	Culvert Backfill	8"	Jumping Jack		3	
Reconstruction	All	Rock Placement	6"	Vibratory Smooth Drum	6,000	2	3
Post-haul Maintenance	All	Rock Placement	6"	Vibratory Smooth Drum	6,000	2	3

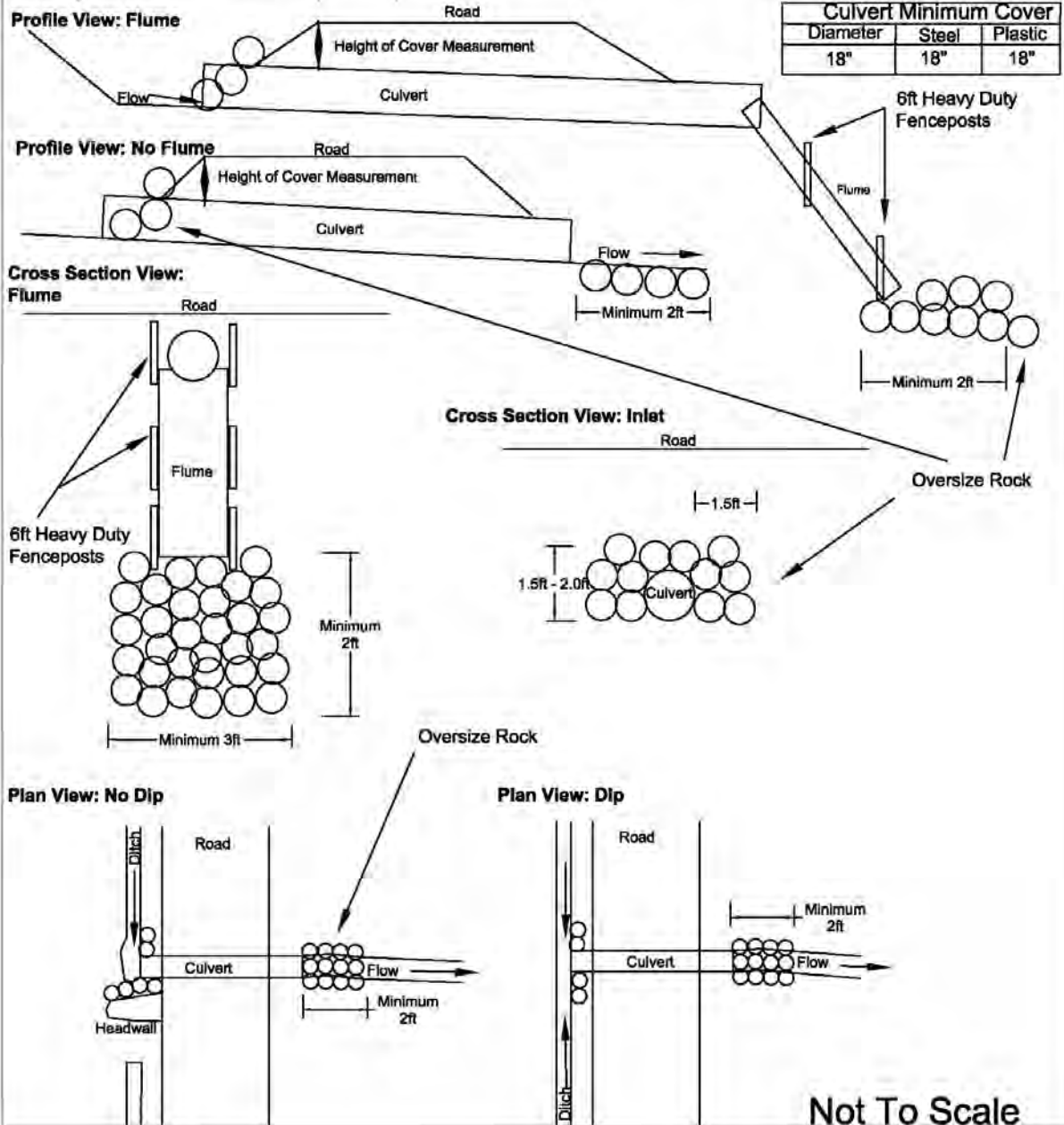
### BRUSHING DETAIL



1. All vegetation within the brushing limits shall be cut to within 3 inches of the ground, unless otherwise directed by the Contract Administrator
2. All brush, trees, limbs, etc. shall be removed from the road surface, cut banks, culvert inlets/outlets, and ditch lines
3. All debris that may roll or move into the ditch line shall be removed and placed in a stable location

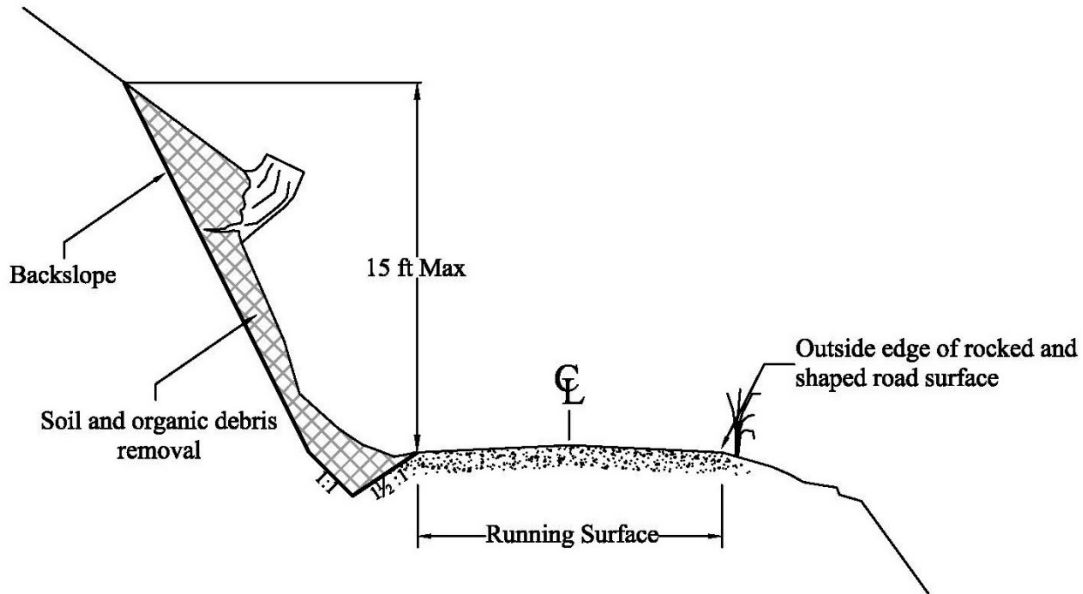
# Typical Cross Drain Culvert Installation Detail Sheet

- Culvert lay shall not exceed 10%.
- Flumes longer than 10ft shall be staked on both sides at maximum intervals of 10ft with 6ft heavy duty steel fence posts, and fastened securely to the posts with No. 10 galvanized smooth wire or bolted to the fence posts.
- Oversize shall be placed using a "zero height drop method", and shall be set in conjunction with the culvert installation.
- Oversize shall be placed at headwalls, along the fill at the inlet, and at the end off flumes in accordance with this Detail. On culverts with no flume oversize shall be placed at the outlet as an energy dissipater as specified in this Detail. All oversize distance to be determined by the Contract Administrator.
- Backfill compaction for installations on existing roads shall be achieved using a jumping jack, or plate compactor on lifts not to exceed 8in. 3 complete passes per lift is required for compaction. Backfill shall be placed and compacted evenly on both sides of the culvert. Care shall be taken to ensure adequate compaction of backfill material under the haunches of the pipe. Excavation trench width shall be at least culvert diameter plus at least the width of the compactor footprint used.



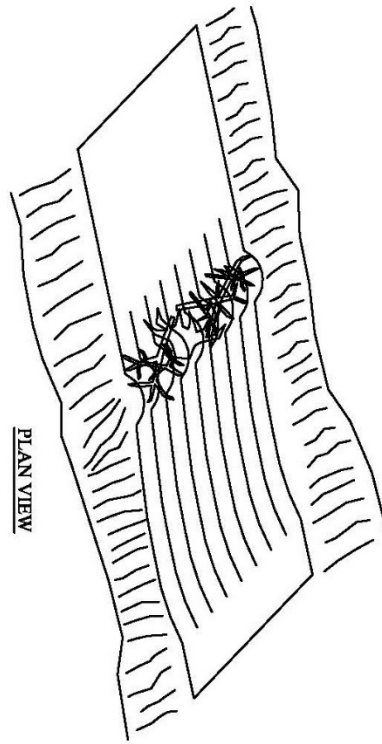


## Ditch Cleaning Detail

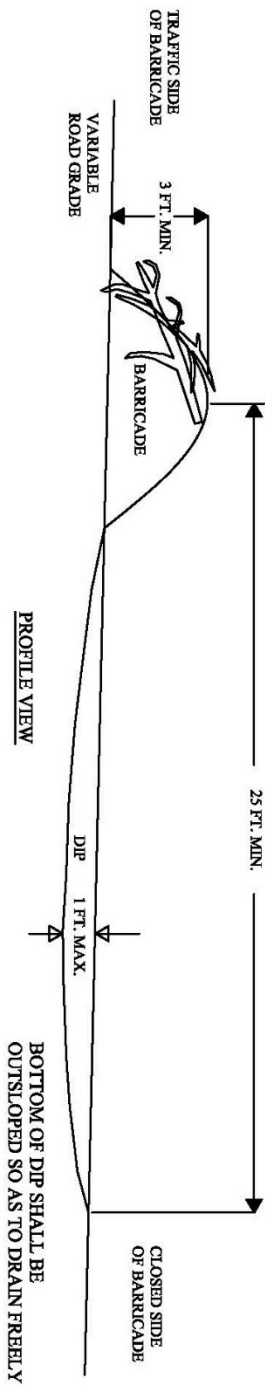


1. The backslope shall be no steeper than  $\frac{1}{2}$ :1, unless the material is hardpan or solid rock, in which case it may be  $\frac{1}{4}$ :1.
2. If there is sufficient width for the ditch without affecting the cut bank, than removing bank material is not required.
3. Bank material above the ditch shall be removed to a maximum height of 15 feet, if needed to meet the requirements of this detail.
4. If there is insufficient width to clean or construct a ditch without disturbing more than 15 vertical feet of bank, the Contract Administrator may authorize changes to this plan in order to still meet the intent of having a ditch, while staying within the excavation limits already set.
5. Ditch cleaning or construction shall not shrink the running surface of the road.

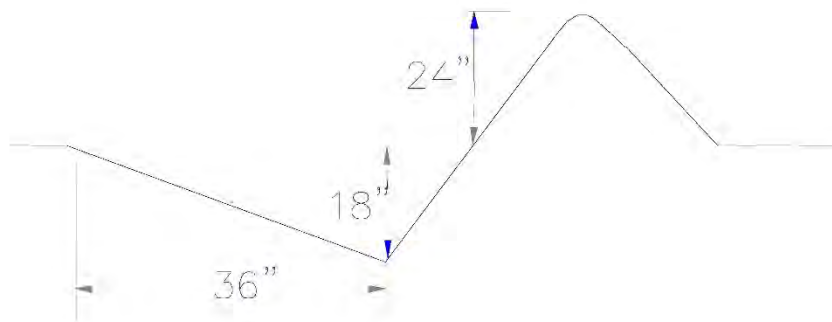
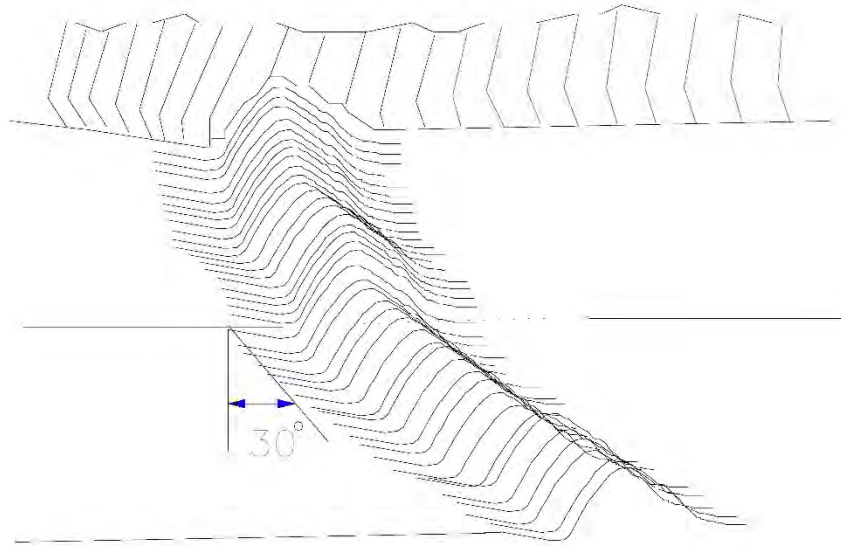
# EARTHEN BARRICADE DETAIL



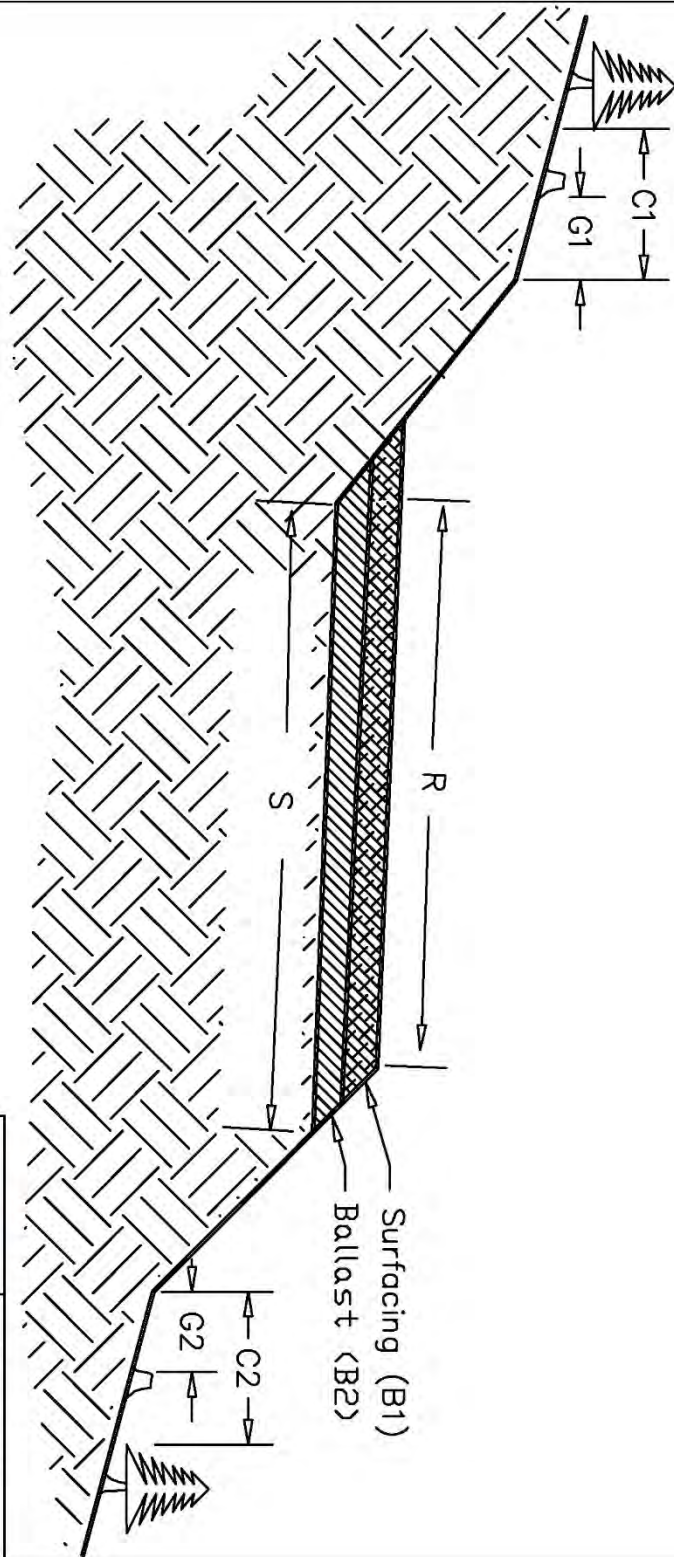
SLASH AND ROOT WADS SHALL BE INCORPORATED INTO THE TRAFFIC SIDE OF THE BARRICADE.




### NON-DRIVABLE WATER BAR DETAIL



OUTSLOPED  
 ROAD CROSS-SECTION  
 (not to scale)



	Outslope Detail
	Outslope Detail Designed By: G. Ellis Drawn By: G. Ellis Date: 8/18/23 Sheet 1 of 1



### Typical Type Ns, Np Culvert Installation Detail Sheet.

-Water shall be diverted away from the work site before any "in stream" work begins, and shall continue until culvert installation is complete.

-Culvert lay shall match stream gradient up to 5%.

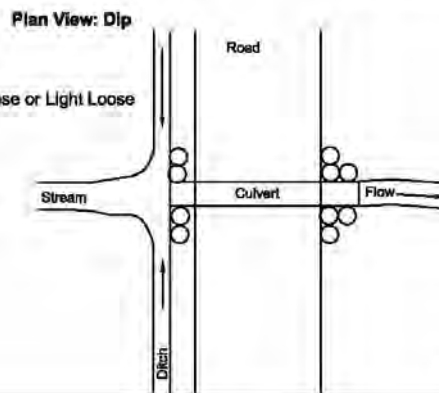
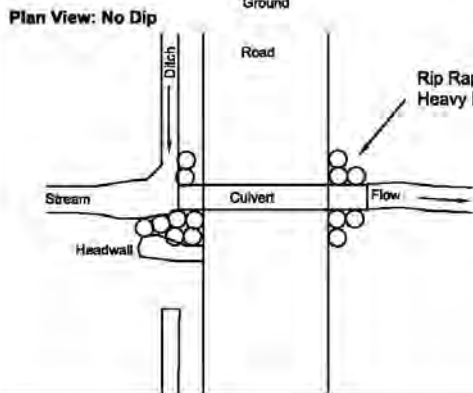
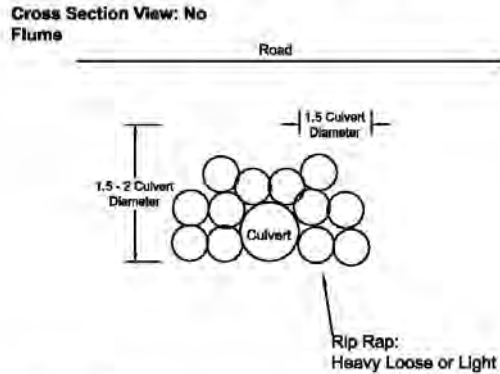
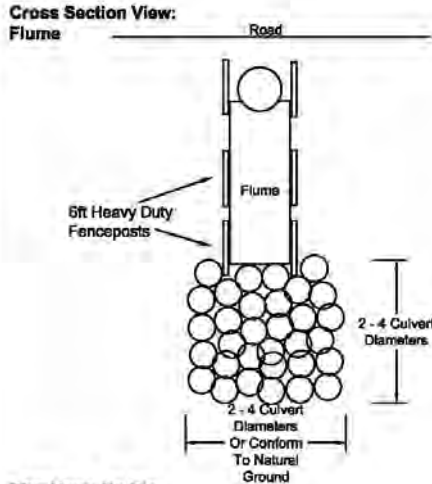
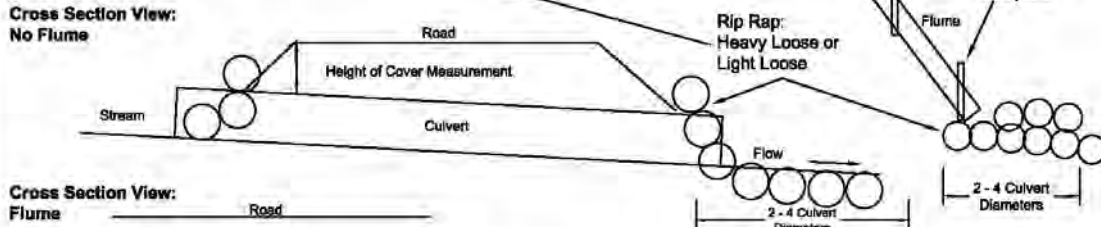
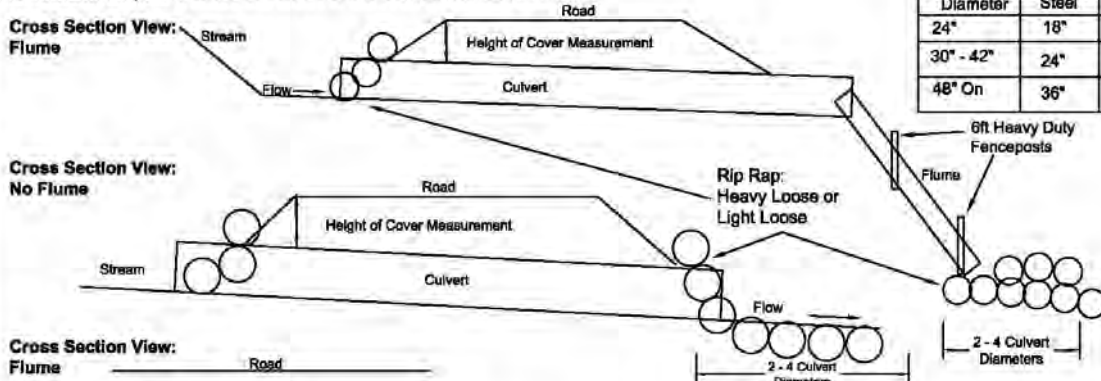
-Flumes longer than 10ft shall be staked on both sides at maximum intervals of 10ft with 6ft heavy duty steel fence posts, and fastened securely to the posts with No. 10 galvanized smooth wire or bolted to the fence posts.

-Rip rap shall be placed using a "zero height drop method", and shall be set in conjunction with the culvert installation.

-Rip rap shall be placed at headwalls, along the fill at the inlet, and at the end off flumes in accordance with this Detail. On culverts with no flume rip rap shall be placed along the fill at the outlet, unless there is stream drop or it is called for in the Road Plan, at which point it will be installed as an energy dissipater at the end of the culvert as specified in this Detail. All rip rap distance to be determined by the Contract Administrator or the District Engineer.

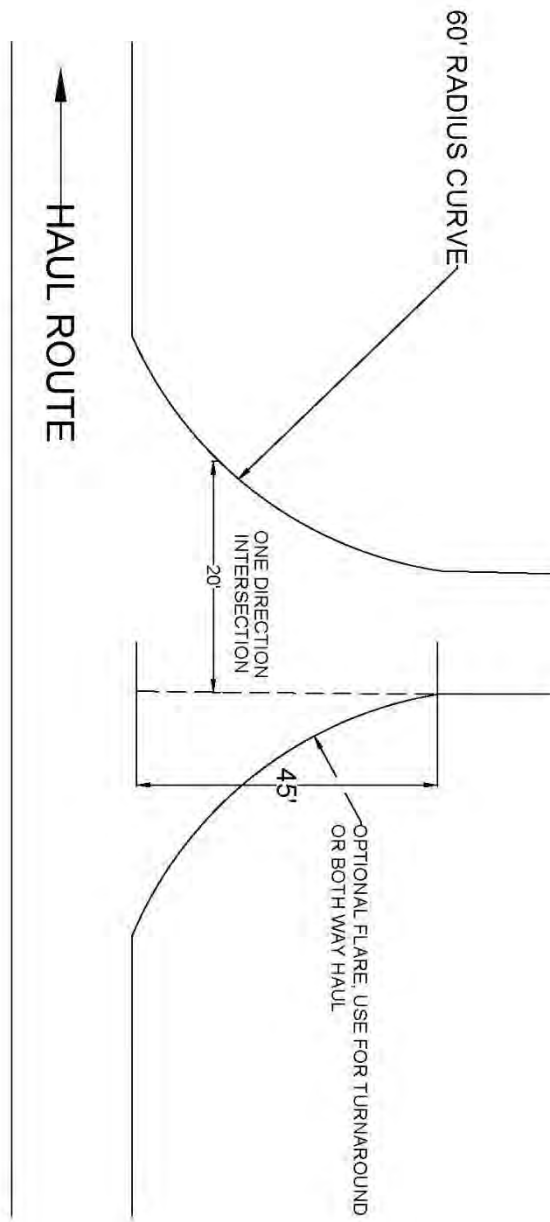
-Backfill compaction shall be achieved using a jumping jack, walk behind vibratory roller, or plate compactor on lifts not to exceed 8in. 3 complete passes per lift is required for compaction. Backfill shall be placed and compacted evenly on both sides of the culvert. Care shall be taken to ensure adequate compaction of backfill material under the haunches of the pipe. Excavation french width shall be at least culvert diameter plus 3 times the width of the compactor footprint used.

Culvert Diameter	Culvert Minimum Cover	
	Steel	Plastic
24"	18"	24"
30" - 42"	24"	24"
48" On	36"	36"

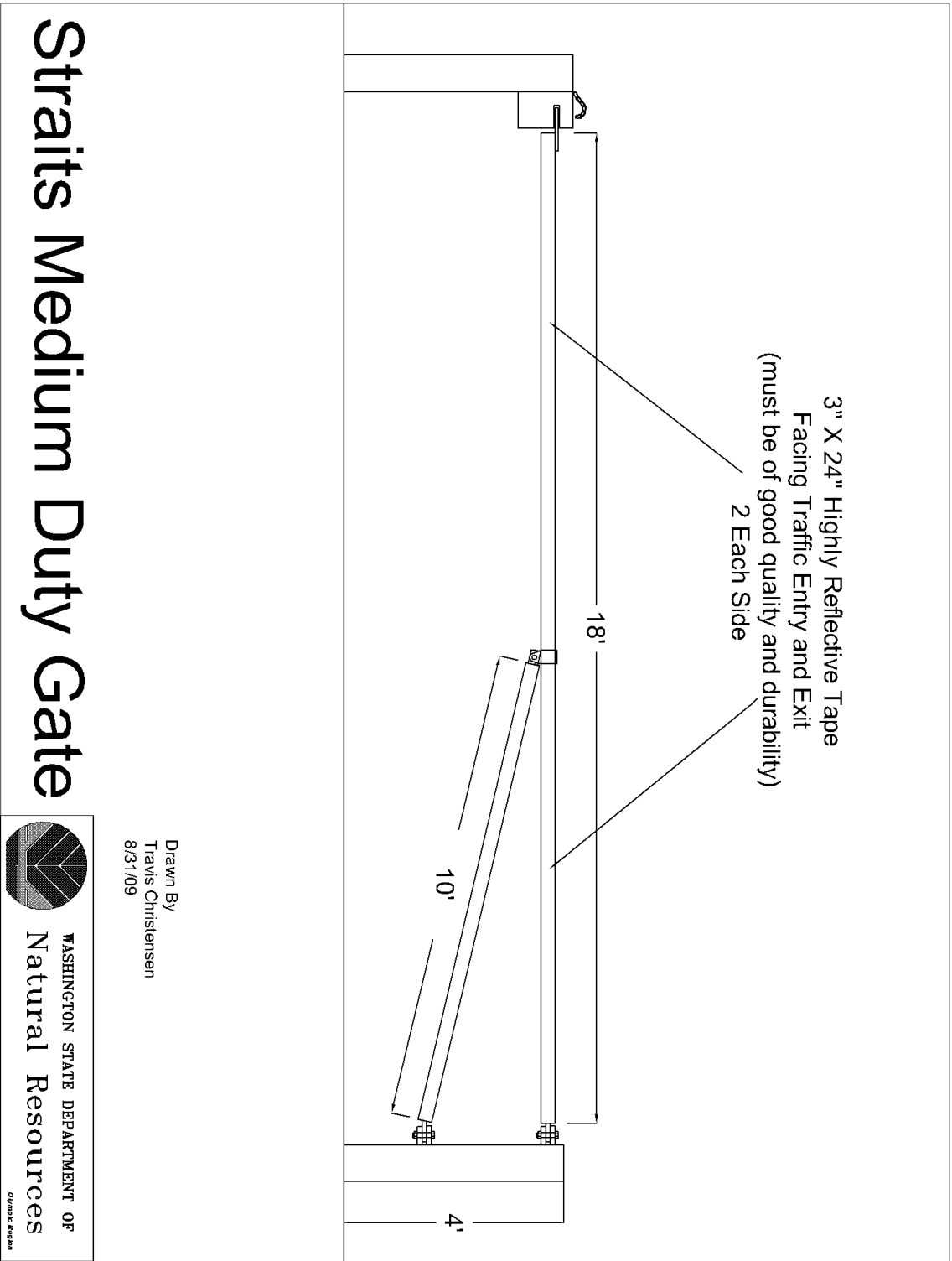


**Not To Scale**

# TYPICAL INTERSECTION

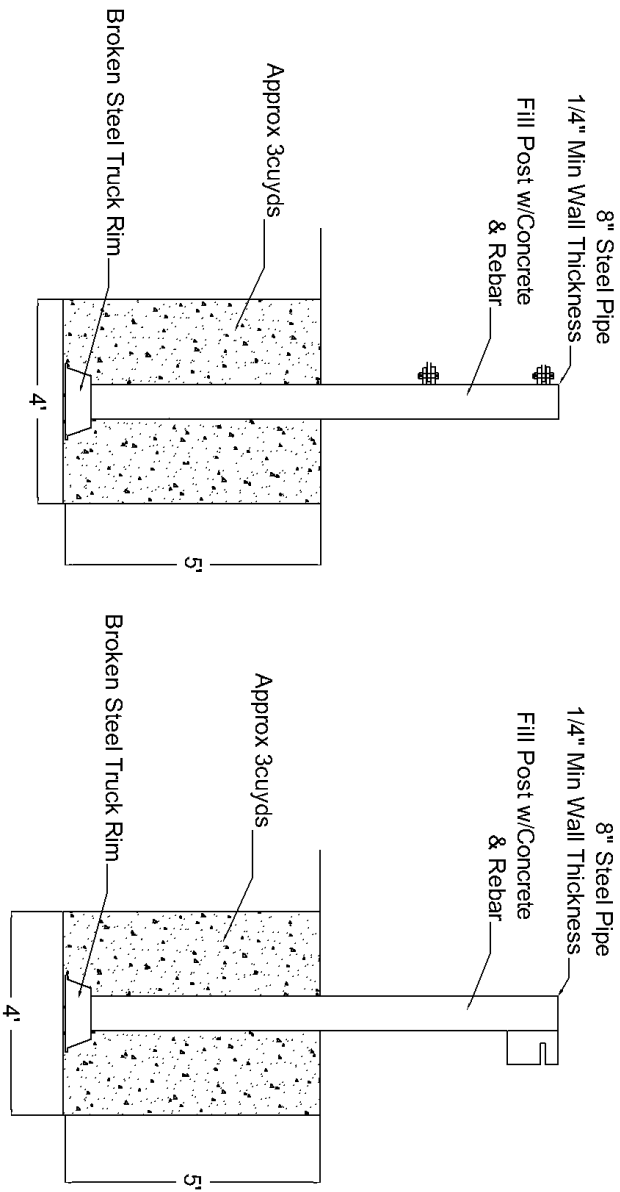


NOT TO SCALE

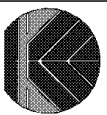




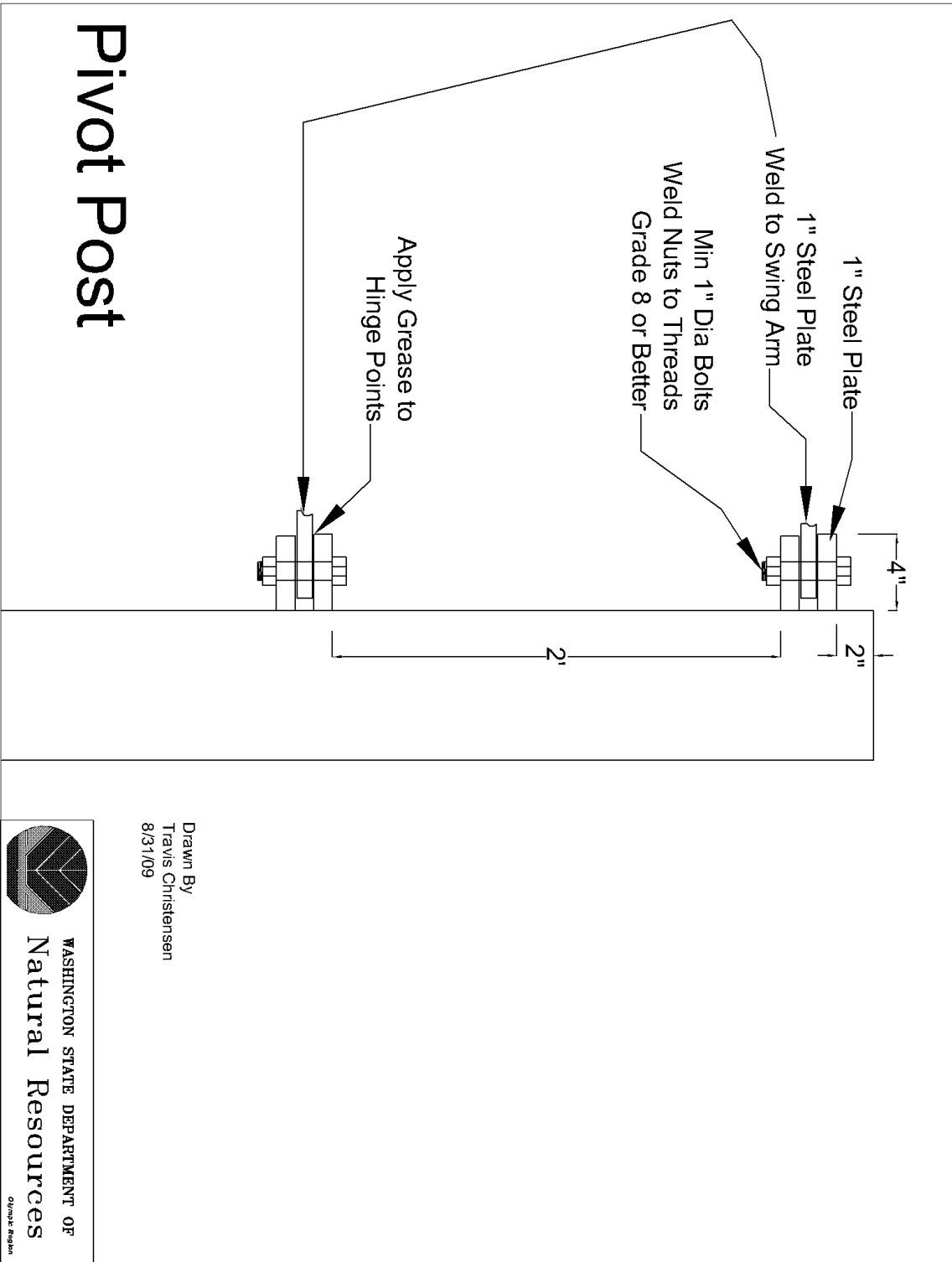
# Lock & Pivot Posts



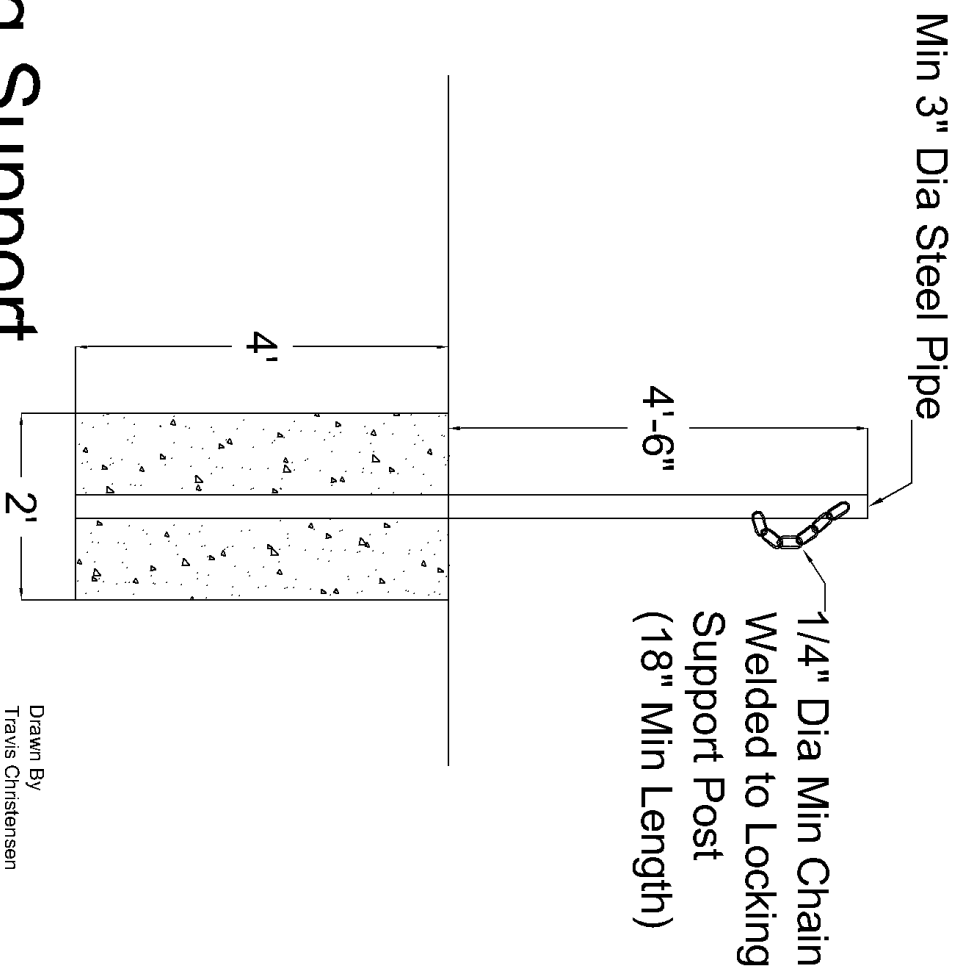
Drawn By  
Travis Christensen  
8/31/09



WASHINGTON STATE DEPARTMENT OF  
**Natural Resources**  
Olympic Region



# Locking Support Post (Open Position)

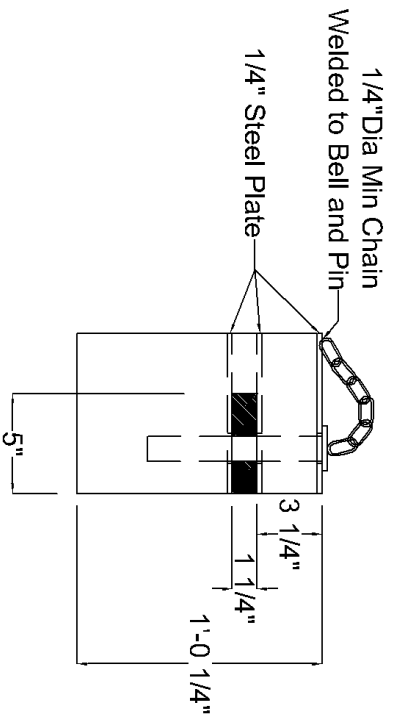
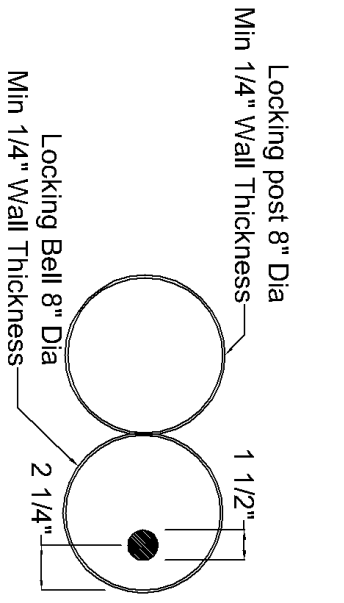


Drawn By  
Travis Christensen  
8/31/09

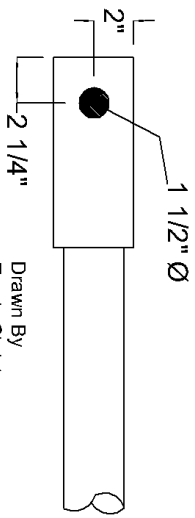
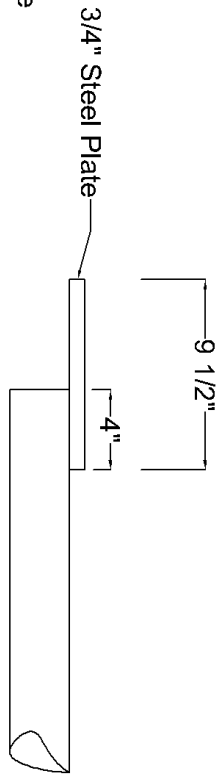
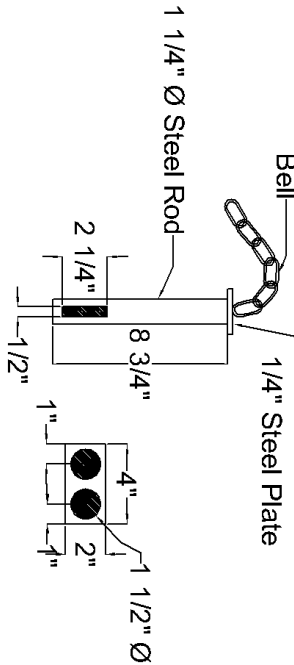


WASHINGTON STATE DEPARTMENT OF  
Natural Resources

Oliver Region



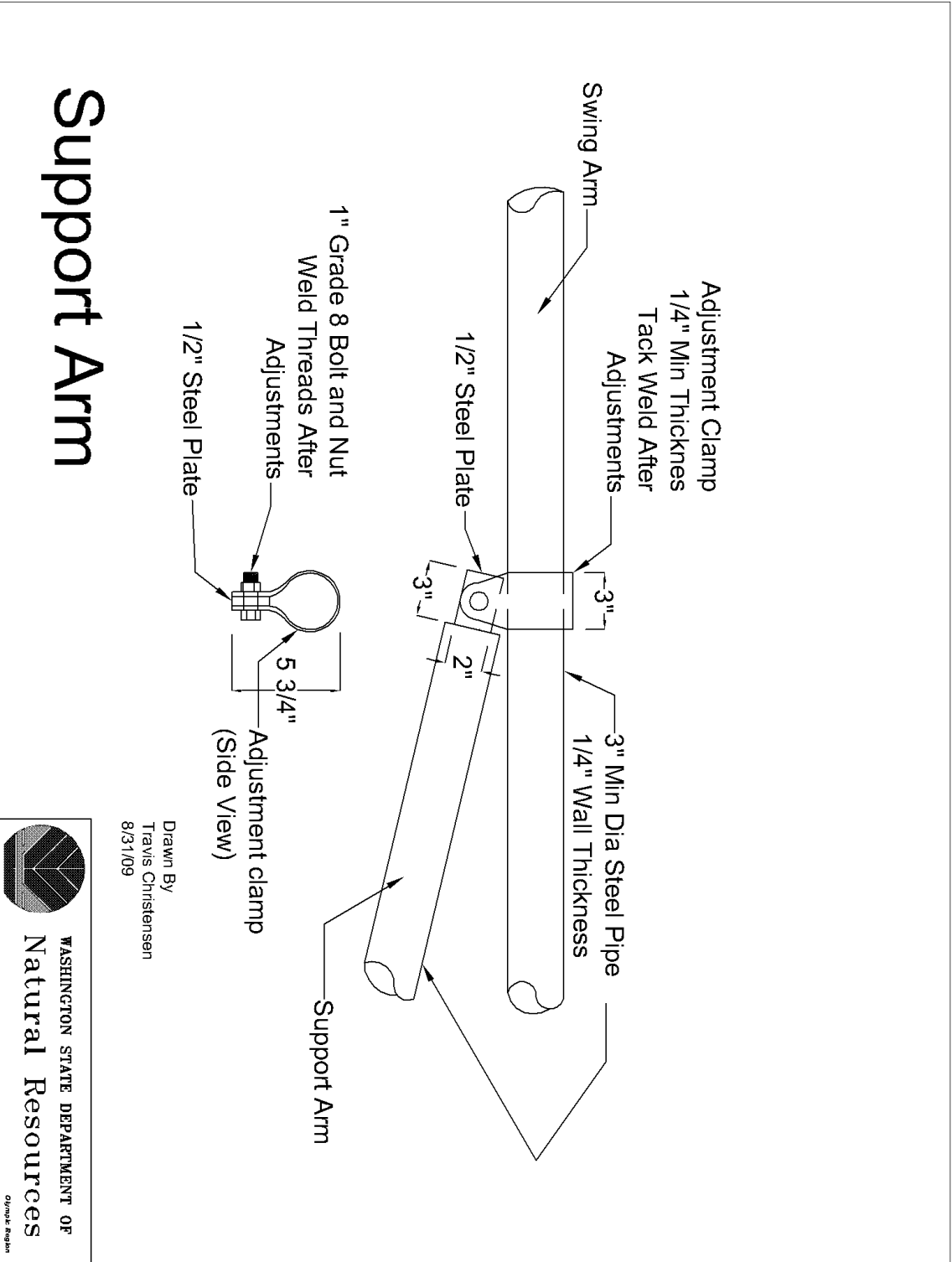
Chain Length Shall  
Allow Clearance of Tongue  
Not Allow Removal From



Drawn By  
Travis Christensen  
8/31/09

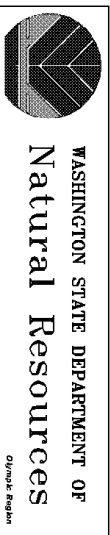
# Bell, Pin, & Tongue

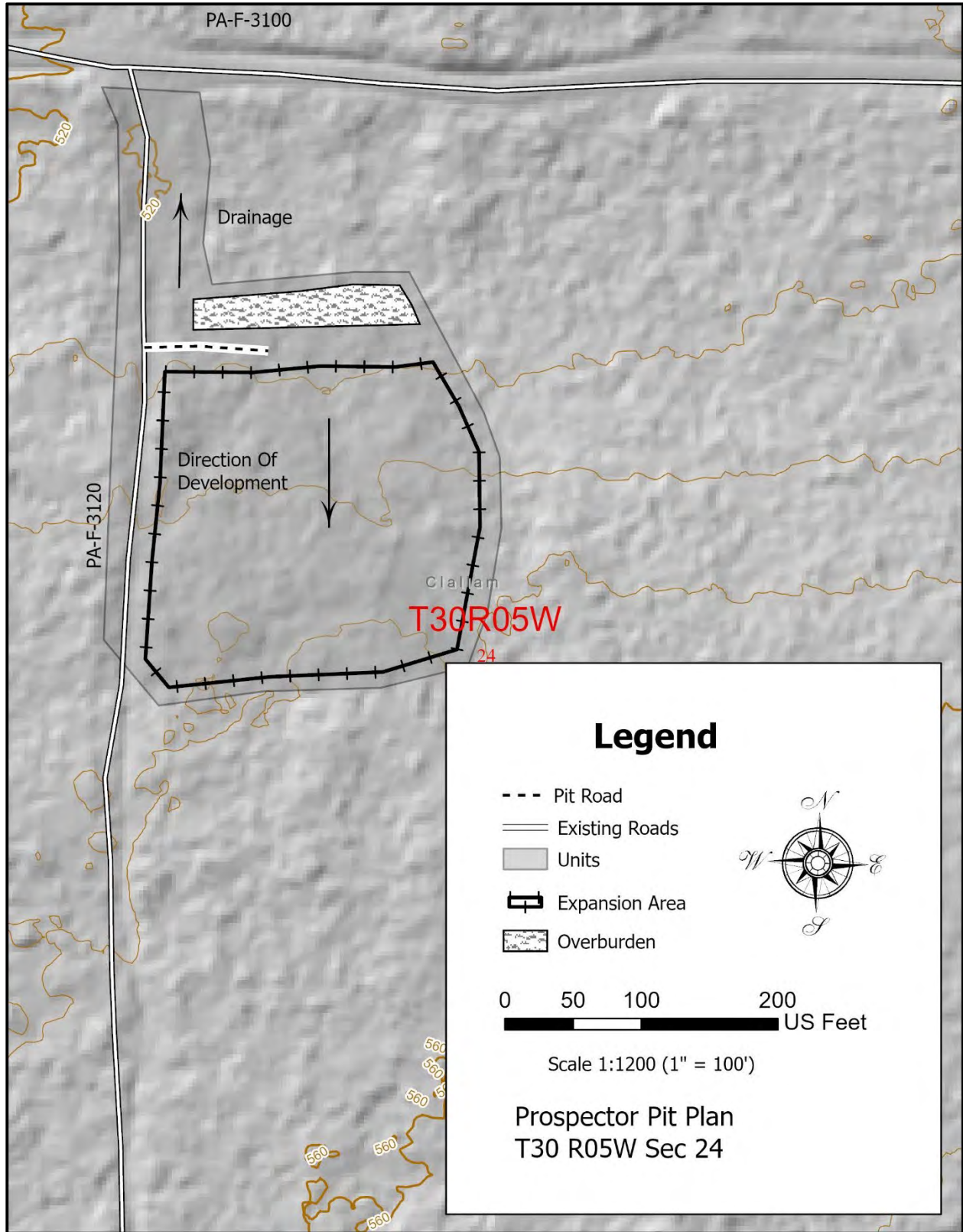




Drawn By  
Travis Christensen  
8/31/09

# Support Arm

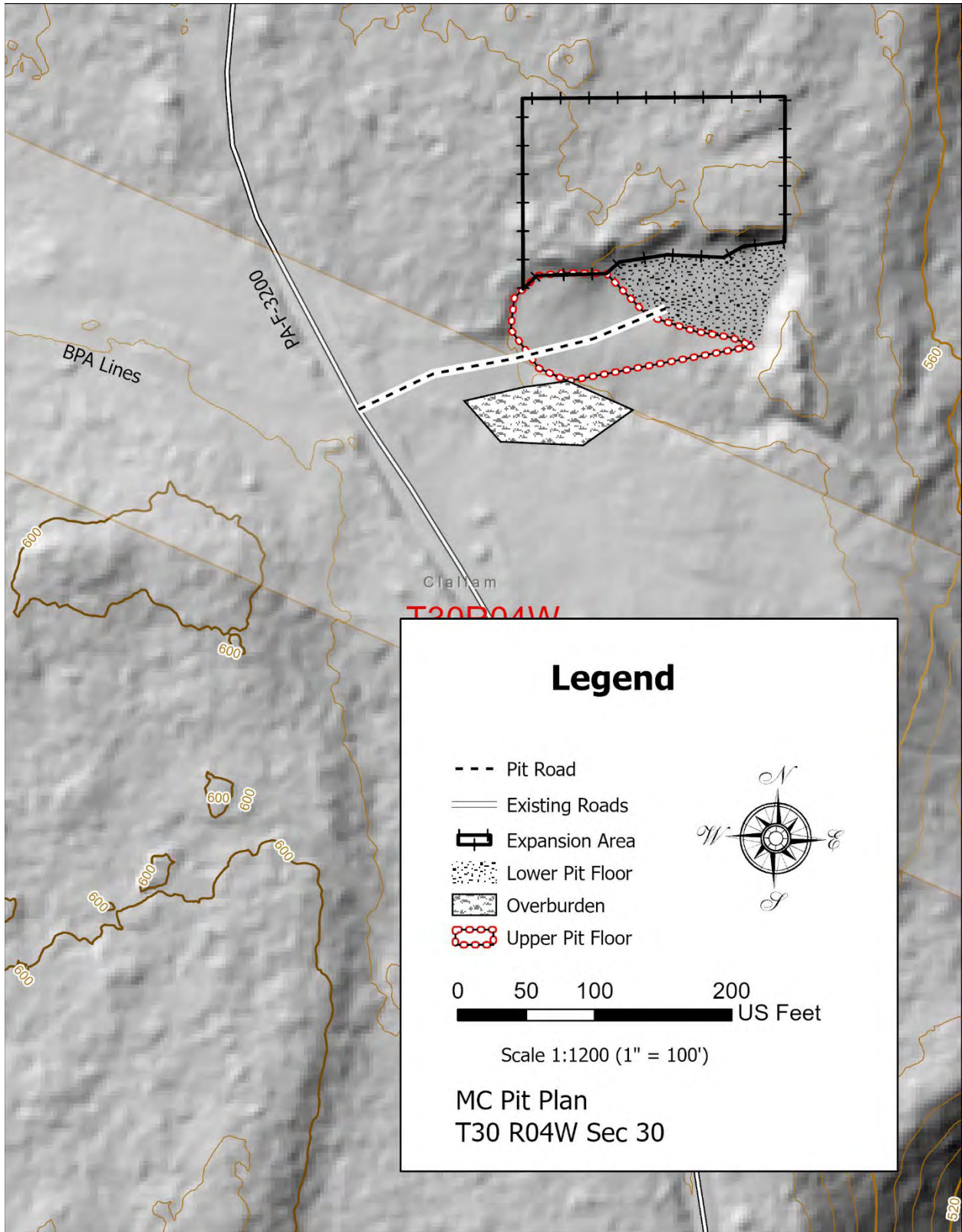




**Prospector Pit  
ROCK SOURCE DEVELOPMENT PLAN  
Sec. 24, T.30N., R.05W.  
PIT USE REQUIREMENTS**

PIT USE REQUIREMENTS include but are not limited to the following:

1. Contractor shall give the Contract Administrator a minimum of 7 days' notice prior to commencing any operations, and prepare an approved ROCK SOURCE DEVELOPMENT PLAN as per **Clause 6-10**.
2. Only the quantities and sorts specified in this road plan for this sale may be used or manufactured, unless otherwise approved by the Contract Administrator in writing.
3. If Contractor elects to use rock from a stockpile or from a pit face, Contractor shall remove no more than the following volume of material (cubic yards truck measure) from the existing stockpile or pit face as shown on the PLAN VIEW and PROFILE VIEW, unless otherwise approved by the Contract Administrator in writing.
4. Maintain drainage of the pit floor and all drainage structures within the pit boundaries at all times to the designated settling ponds.
5. Excavated face height shall not exceed 15 feet.
6. All excavated slopes shall have a 1 1/2:1 backslope or less at the completion of operations.
7. A minimum 4 foot high berm shall be constructed and constantly maintained along the upper edge of excavated pit faces. No pit faces shall be left unblocked at any time.
8. All operations shall be completed prior to the end of each operating season, including but not limited to: drainage maintenance, sloping of the excavated face, and construction of berms, unless otherwise approved in writing by the Contract Administrator.
9. The quality and quantity of rock and materials are not guaranteed.
10. All material shall remain the property of the State.
11. At the conclusion of operations, Contractor shall ask the Contract Administrator for written approval of the final rock source condition and compliance with the terms of this plan.
12. All operations shall be carried out in compliance with the regulation of:
  - a. Regulations and Standards Applicable to "Metal and Nonmetal Mining and Milling Operations" (30 CFR) U.S. Department of Labor, Mine Safety and Health Administration
13. All work shall be conducted according to relevant specifications in this Road Plan, and the Contract Administrator.





**MC Pit**  
**ROCK SOURCE DEVELOPMENT PLAN**  
**Sec. 30, T.30N., R.04W.**  
**PIT USE REQUIREMENTS**

PIT USE REQUIREMENTS include but are not limited to the following:

1. Contractor shall give the Contract Administrator a minimum of 7 days' notice prior to commencing any operations, and prepare an approved ROCK SOURCE DEVELOPMENT PLAN as per **Clause 6-10**.
2. Only the quantities and sorts specified in this road plan for this sale may be used or manufactured, unless otherwise approved by the Contract Administrator in writing.
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  - a. Regulations and Standards Applicable to "Metal and Nonmetal Mining and Milling Operations" (30 CFR) U.S. Department of Labor, Mine Safety and Health Administration
13. All work shall be conducted according to relevant specifications in this Road Plan, and the Contract Administrator.

**Clallam County Public Works Department**  
 223 East Fourth Street, Suite 6 Port Angeles, WA 98362  
 360-417-2379 Phone; 360-417-2613 Fax  
**\$180 FEE** Minimum Due With Application

ROAD NO. <b>41770</b>
ROAD NAME <b>BLUE MOUNTAIN RD.</b>
PERMIT NO. <b>RDP2023-00188</b>
COUNTY USE ONLY

**CLALLAM COUNTY ROAD APPROACH PERMIT**

In Clallam County, an approved Road Approach is required if your parcel is accessed from a County Road. Building permits will not be finalized until a legal Road Approach is in place and functioning as permitted.

PLEASE PRINT Building Permit Application Submitted? Yes <input type="checkbox"/> No <input type="checkbox"/>	
County Road: <b>BLUE MOUNTAIN ROAD</b>	Tax Parcel #: 053023430000 053024220075
Landowner: <b>WADNR</b>	Prepared By (Agent): <b>Scott Rose</b>
Mailing Address: <b>411 Tillcum Lane</b>	Address:
City, State, Zip: <b>Forks, WA 98331</b>	City, State, Zip:
Phone/Cell Phone/Fax: <b>360-460-5327</b>	Phone/Cell Phone/Fax:
Email: <b>Scott.Rose@dnr.wa.gov</b>	Contractor's Name/Address/Phone:
Short Plat Name & Lot No.: <b>53295 53322</b>	

Do you have critical areas on your property? Yes  No  If "No", proceed with this application. If "Yes", or you are not sure, STOP. See the Planning Department for a determination before you proceed.

**ROAD APPROACH PERMISSION IS REQUESTED FOR:**

Check all that apply below:

- Single-lot driveway
- Multiple-lot driveway
- Commercial driveway
- Agricultural driveway
- Permanent access
- Temporary access
- Upgrade of existing approach
- Review of existing approach
- Pave Approach

**WHEN APPROVED:**

Check one item below:

- Mail permit to Landowner
- Mail permit to Contractor/Agent
- Call when approved \_\_\_\_\_

ATTACH AN ACCURATE AND DETAILED SITE PLAN MAP (NO LARGER THAN 11" X 17") THAT MARKS THE LOCATION OF THE PROPOSED ROAD APPROACH PROJECT. A SITE PLAN FORM IS PROVIDED.

THE EXACT LOCATION OF THE DRIVEWAY OR ACCESS ROAD MUST BE MARKED BY A WOOD STAKE PLACED AT THE CENTER OF THE WORK AREA BEFORE SUBMITTING THIS FORM. THE STAKE MUST BE LABELED WITH THE NAME OF THE APPLICANT. FAILURE TO COMPLY WILL RESULT IN DELAY OF THE PROCESSING OF THIS PERMIT.

It is the responsibility of the applicant to notify all utilities and private property owners when such property is liable to injury or damage through the performance of the permitted work. The applicant shall make all necessary arrangements relative to the protection of such property and/or utilities.

By signing this permit, the applicant agrees to comply with all conditions as stated on the PERMIT and on Form RDPCOND082412. Applicant has 10 days from permit approval date to request clarification of or modification to permit conditions stated below or attached.

Signed \_\_\_\_\_ Date **11/28/23**

Check one:  Owner  Contractor  Agent

PERMISSION IS HEREBY  GRANTED  DENIED

Inspections Required:  Prior to Cover  Prior to Paving  Final

Amount/Date Paid <b>\$180- 11/28/23</b>
Receipt # <b>37678 CHECKED #56827B</b>
Rec'd By <b>ALP</b>
Building Permit BPT#

**PERMIT CONDITIONS:**

The approved Permit must be posted on site until Final Inspection. POSTING COPY PROVIDED TO:

- Underground utility location required prior to start date. "Call Before You Dig" phone number 1-800-424-5555.
- High-visibility safety apparel required when working or flagging within road right of way (see back).
- Traffic control signs are required (see back).
- Must comply with County utility location standards.
- Driveway shall not protrude into County road. Landowner, applicant, contractor or agent shall not damage or leave mud or other debris on a County road.
- No landscaping or decorative electrical utilities permitted in County right of way.
- Private contractor to install. See inspection requirements.
- Compaction in 6-inch lifts required.
- Backfill must be compacted, granular material.
- Driveway shall be built in accordance with County's Road Approach Details.

*Remove Rose West once work is complete. Culvert required for Rose east. Maintain 20' radius of returns. Temp approach must be 20' @ RW. Permanent must be 24' @ RW*

Critical Areas Checked  Conditions: *must be 20' @ RW. Permanent must be 24' @ RW*

- Certified flag person required at all times (see back).
- Certified flag person required as needed (see back).
- Truck Crossing Ahead signs required.
- No culvert required
- Approach to be paved
- Culvert required: 12" Diameter
- Allowable Type(s):  Concrete  Galvanized steel  Aluminum  Aluminized  Corrugated poly. with smooth interior
- Culvert shall not impede drainage

This permit shall be void unless the work herein contemplated is completed before the following date: **09/01/24**

Supervisor/Design Review Engineer **DAF** Date **12/1/23**

Final Inspection By: \_\_\_\_\_ Date: \_\_\_\_\_

**CLALLAM COUNTY ROAD APPROACH PERMIT  
INSTRUCTIONS AND CONDITIONS FOR APPLICANTS**

Persons desiring to install road approaches onto County property, including County roads, shall first file a "Clallam County Road Approach Permit" with the County Engineer and shall obtain approval prior to beginning work. The work and materials shall conform to the conditions below, the conditions stated on the face of the permit, and shall conform to the requirements on the detail sheet for residential applications or commercial applications, whichever is applicable.

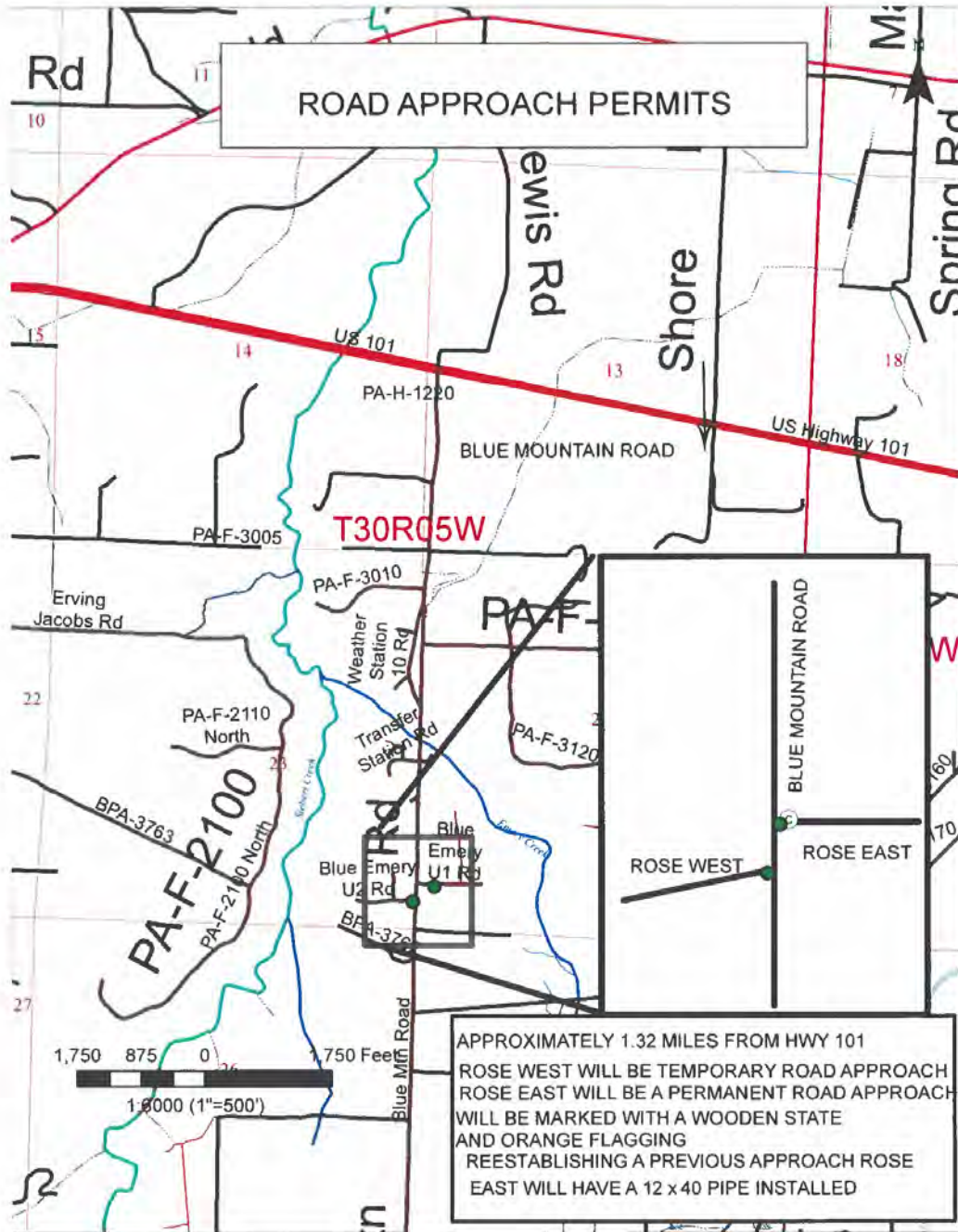
**UPON COMPLETION OF THE WORK, THE APPLICANT SHALL NOTIFY THE COUNTY PUBLIC WORKS DEPARTMENT AT (360) 417-2379 FOR FINAL INSPECTION AND APPROVAL.**

**PERMIT CONDITIONS**

1. The applicant, designated herein as the "grantee", his agents, successors and assigns, shall have the right and authority to enter upon the right of way of the County road, street, alley, public place or structure as indicated on the front of this form, for the purpose of doing such work as applied for, and approved by the County Engineer.
2. The location, type of work, materials and equipment used, manner of erection or construction, safeguarding of public traffic during work or after doing same, mode of operation and manner of maintenance of project petitioned for, shall be approved by the County Engineer prior to start of work and shall be subject to the inspection of the County Engineer so as to assure proper compliance with the terms of this permit.
3. The grantee shall commence work within 30 days after the granting of this permit, if the grantee shall have not completed the installation by the date specified on the permit, the rights herein conferred shall cease and terminate unless additional time is requested by the grantee and approved by the county.
4. The grantee shall leave all roads, streets, alleys, public places, and structures after installation and operation or removal of utility in as good and safe a condition in all respects as same were in before commencement of work by grantee.
5. In case of any damage to any roads, streets, public places, structures or public property of any kind on account of said work by the grantee, he will at once repair said damage at his own sole cost and expense.
6. The County Engineer, his agents or representatives may do, order, or have done any and all work considered necessary to restore to a safe condition any street, alley, public place or structure which is in a condition dangerous to a life or property resulting from the grantee's facility or its installation as permitted herein, and upon demand the grantee shall pay to the County all costs of such work and material.
7. If at any time the County deems it advisable to widen, grade, regrade, plant, pave, improve, alter or repair any road, street, public place or structure, the County will not be obligated to spend time nor money due to the permitted installation. The grantee will, at his own sole cost and expense, raise, lower, change, move or reconstruct such installation to conform to the plans or work contemplated or ordered by the County.
8. If upon written notice by the County Engineer the grantee fails to relocate any portion or all of the project as granted under this permit, the County, its agents or representatives may do any work at the cost and expense of the grantee, and all costs to remove or reconstruct same, shall be born by the grantee.
9. All such changes, reconstruction or relocation by the grantees shall be done in such a manner as will cause the least interference with any of the County's work and shall be subject to the same provisions which control an original installation. The County shall in no wise be held liable for any damage to the grantee by reason of any such work by the County, its agents or representatives, or by the exercise of any rights by the County upon roads, streets, public places or structures in question. The grantee shall have twenty-four (24) hours written notice by the County Engineer or his representatives or agents of any blasting contiguous to the grantee's permit rights in order that he may protect his interests.
10. This grant or privilege shall not be deemed or held to be an exclusive franchise, nor prohibit the County from granting other permits of franchise rights of like or other nature to other public or private entities, nor shall it prevent the County from using any of its roads, street, public places for any and all public use, or affect its jurisdiction over all or any part of them.
11. All the provisions, conditions, regulations and requirements herein contained shall be binding upon the successors and assigns of the grantee and all privileges of the grantee shall inure to such successors and assigns as if they were specifically mentioned.
12. The County Engineer may revoke, annul or terminate this permit if grantee fails to comply with any or all of its provisions, requirements or regulations as herein set forth or through willful or unreasonable neglect, fails to heed or comply with notices given him or if the work herein permitted is not installed or operated and maintained in conformity herewith or at all.
13. The Board of County Commissioners may at any time, change, amend, modify, or terminate any of the conditions herein enumerated so as to conform to any state statute or county regulation pertaining to the public welfare, safety, health, or highway regulations as are, or may hereinafter be enacted, adopted or amended, etc. The Board may terminate this permit if grantee fails to comply with any such changes.
14. In accepting this permit the grantee agrees to notify and check with all utilities regarding their installations before commencing work, together with private property owners when such property is liable to injury or damage through the performance of such work, and the applicant shall make all necessary arrangements relative to the protection of such property and/or utilities.
15. In accepting this permit the grantee, his agents, successors and assigns, agrees to protect and save harmless the County from all claims, actions or damages of every kind and description which may accrue to or be suffered by any person or persons, corporation or property by reason of the performance of any such work, character of materials used or manner of installation, maintenance and operation or by the improper occupancy of rights of way or public place or public structure, and in case any such suit or action is brought against said County for damages arising out of or by reason of any of the above causes, the grantee, his agents, successors or assigns will upon written notice to him or them or commencement of such action defend the same at his or their sole cost and expense and will fully satisfy any judgment after the said suit or action shall have finally been determined if adversely to the County.
16. All workers and/or flaggers within the right of way shall wear high visibility apparel per the 2009 MUTCD (available online) or subsequent revisions.
17. Traffic control signs are required, and shall conform to the standards specified in the 2009 MUTCD (available online) or subsequent revisions.

FORM ROPCOND082412

Road Approach Page 2 of 2 (1/12 DOC)



SUMMARY - Road Development Costs															
SALE NAME:	Pistol Pete Sorts	CONTRACT#:	30-104814	REGION:	Olympic	DISTRICT:	Straits					TOTAL			
LEGAL DESCRIPTION:	0														
ROAD NAME:	F-3125 Wye	F-3125.1	1+35 Spur	BE Spur 1.1 R	BE Spur 1.1 O	F-3080	F-3081	2+05 Spur	F-3084	F-3085	F-3120	TOTAL:	SHEET #2-4		
ROAD TYPE:	Construction	Construction	Construction	Construction	Construction	Construction	Construction	Construction	Construction	Construction	Recon.				
NUMBER OF STATIONS:	2.00	5.30	1.35	4.85	3.00	32.00	14.70	2.05	7.50	5.50	1.25	79.50	577.65		
SIDESLOPE:	5%	15%	25%	10%	21%	25%	15%	10%	15%	15%	10%	166%	7850%		
CLEARING AND GRUBBING:	\$231	\$777	\$178	\$560	\$483	\$5,153	\$2,154	\$203	\$1,208	\$886	\$124	\$11,956	\$2,416		
ROAD BRUSHING:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$23	\$23	\$4,199		
EXCAVATION AND FILL:	\$328	\$1,215	\$398	\$953	\$786	\$14,590	\$3,370	\$403	\$1,719	\$1,261	\$246	\$25,268	\$4,467		
ROAD GRADING:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11	\$11	\$4,881		
DITCH CLEANING/CONSTRUCTION:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$49	\$49	\$3,537		
ROCK TOTALS (Cu. Yds.)/ROCK COSTS:															
Ballast:	10398	10,400	220	670	150	410	380	3,020	1,880	230	920	710	140	8728	1670
Surface:	3180	3,180	\$1,945	\$6,526	\$1,326	\$3,489	\$3,268	\$38,898	\$23,105	\$2,823	\$10,700	\$8,272	\$992	\$101,342	\$15,643
Over-size:	0	0	\$0	\$0	\$0	\$0	\$0	\$26,726	\$0	\$0	\$0	\$0	\$0	\$30,280	\$51,652
CULVERTS AND FLUMES:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
STRUCTURES:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,800
MISC. EXPENSES:	\$16	\$42	\$11	\$38	\$24	\$11,397	\$6,628	\$16	\$59	\$146	\$10	\$18,387	\$6,858		
OVERHEAD:	\$202	\$857	\$153	\$835	\$365	\$8,664	\$3,204	\$276	\$1,243	\$991	\$131	\$16,920	\$9,873		
TOTAL COSTS:	\$2,721	\$11,572	\$2,066	\$11,278	\$4,926	\$116,965	\$43,249	\$3,720	\$16,777	\$13,376	\$1,584	\$228,233	\$119,578		
COST PER STATION:	\$1,360	\$2,183	\$1,530	\$2,325	\$1,642	\$3,655	\$2,942	\$1,815	\$2,237	\$2,432	\$1,267	\$2,871	207,007,2584		
MOBILIZATION:		\$22,100													
ROAD DEACTIVATION AND ABANDONMENT COSTS:		\$1,274													
Pit Work		\$40,000													
NOTE: This appraisal has no allowance for profit and risk.															
Sheet 1 of 4															
Plans to be furnished by:	Greg Ellis														

		SUMMARY - Road Development Costs											
SALE NAME:	Pistol Pete Sorts	CONTRACT#:	30-104814	REGION:	Olympic	DISTRICT:	Straits						
LEGAL DESCRIPTION:	0												
ROAD NAME:	F-3125 O	F-3125 R	BE Spur 1	BE Spur1 Sta.1-5	F-3100 R	F-3100 O	TS Spur	BE Spur 2	F-3200 R	F-3200 O	F-3210	F-3080	F-3100
ROAD TYPE:	Recon.	Recon.	Recon.	Recon.	Prehaul	Prehaul	Prehaul	Prehaul	Prehaul	Prehaul	Prehaul	Prehaul	Posthaul
NUMBER OF STATIONS:	2.15	13.05	1.00	4.00	40.90	2.35	2.70	1.00	55.40	26.25	60.05	41.40	43.25
SIDESLOPE:	15%	15%	10%	10%	0%	0%	0%	0%	0%	0%	0%	0%	0%
CLEARING AND GRUBBING:	\$248	\$1,507	\$132	\$528	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ROAD BRUSHING:	\$39	\$235	\$18	\$72	\$736	\$42	\$0	\$18	\$997	\$473	\$1,081	\$488	\$0
EXCAVATION AND FILL:	\$493	\$2,992	\$197	\$786	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ROAD GRADING:	\$18	\$110	\$8	\$34	\$346	\$20	\$23	\$8	\$468	\$222	\$507	\$350	\$365
DITCH CLEANING/CONSTRUCTION:	\$84	\$509	\$39	\$156	\$1,595	\$92	\$0	\$39	\$0	\$1,024	\$0	\$0	\$0
ROCK TOTALS (Cu. Yds.)/ROCK COSTS:													
Ballast:	151	1,040	40	160	0	0	30	0	0	0	150	0	0
Surface:	\$968	\$9,543	\$333	\$1,331	\$0	\$0	\$261	\$0	\$0	\$0	\$1,925	\$0	\$0
Oversize:	0	0	40	140	100	0	100	40	100	150	0	280	200
CULVERTS AND FLUMES:	\$0	\$0	\$1,428	\$1,200	\$3,463	\$0	\$3,535	\$1,429	\$3,679	\$3,389	\$0	\$10,599	\$6,926
STRUCTURES:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MISC. EXPENSES:	\$39	\$1,413	\$105	\$464	\$323	\$19	\$421	\$40	\$438	\$207	\$474	\$327	\$342
OVERHEAD:	\$170	\$1,634	\$1,147	\$495	\$654	\$16	\$382	\$138	\$682	\$478	\$359	\$1,059	\$687
TOTAL COSTS:	\$2,058	\$19,791	\$13,886	\$5,990	\$7,917	\$188	\$4,622	\$1,673	\$8,265	\$5,792	\$4,346	\$12,822	\$8,321
COST PER STATION:	\$957	\$1,517	\$13,886	\$1,497	\$194	\$80	\$1,712	\$1,673	\$149	\$221	\$72	\$310	\$192

		SUMMARY - Road Development												
SALE NAME:	Pistol Pete Sorts	CONTRACT#:	30-104814	REGION:	Olympic	DISTRICT:						Straits		
LEGAL DESCRIPTION:	0													
ROAD NAME:		F-3120	F-3125	3125 Wy	F-3125.1	TS Spur	BE Spur 1	BE Spur 1.1	F-3200 R	F-3200 O	F-3210	F-3080 P	F-3080 S	F-3081
ROAD TYPE:		Posthaul	Posthaul	Posthaul	Posthaul	Posthaul	Posthaul	Posthaul	Posthaul	Posthaul	Posthaul	Posthaul	Posthaul	Posthaul
NUMBER OF STATIONS:		1.25	15.20	2.00	5.30	2.70	5.00	7.85	55.40	26.25	60.05	14.20	59.20	14.70
SIDE SLOPE:		0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
CLEARING AND GRUBBING:		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ROAD BRUSHING:		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
EXCAVATION AND FILL:		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ROAD GRADING:		\$11	\$128	\$17	\$45	\$23	\$42	\$66	\$468	\$222	\$507	\$120	\$500	\$124
DITCHING:		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ROCK TOTALS (Cu. Yds.)/ROCK COSTS:														
Ballast:		0	0	0	0	0	0	0	0	0	100	0	0	0
		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,283	\$0	\$0	\$0
Surface:		0	0	0	0	0	0	0	200	100	0	50	200	0
		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,358	\$2,119	\$0	\$1,893	\$4,634	\$0
Overize:		0	0	0	0	0	0	0	0	0	0	0	0	0
		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CULVERTS AND FLUMES:		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
STRUCTURES:		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MISC. EXPENSES:		\$10	\$120	\$16	\$42	\$21	\$40	\$62	\$438	\$207	\$474	\$112	\$468	\$116
OVERHEAD:		\$2	\$22	\$3	\$8	\$4	\$7	\$12	\$744	\$229	\$204	\$191	\$504	\$22
TOTAL COSTS:		\$22	\$271	\$36	\$94	\$48	\$89	\$140	\$9,008	\$2,778	\$2,469	\$2,316	\$6,106	\$262
COST PER STATION:		\$18	\$18	\$18	\$18	\$18	\$18	\$18	\$163	\$106	\$41	\$163	\$103	\$18

		SUMMARY - Road Development Costs												
SALE NAME: Pistol Pete Sorts		CONTRACT#: 30-104814			REGION: Olympic			DISTRICT: Stratis						
LEGAL DESCRIPTION: 0														
ROAD NAME:	2+05 Spur	F-3084	F-3085	0	0	0	0	0	0	0	0	0	0	0
ROAD TYPE:	Posthaul	Posthaul	Posthaul	Posthaul	Posthaul	Posthaul	Posthaul	Posthaul	Posthaul	Posthaul	Posthaul	Posthaul	Posthaul	Posthaul
NUMBER OF STATIONS:	2.05	7.50	5.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SIDESLOPE:	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
CLEARING AND GRUBBING:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ROAD BRUSHING:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
EXCAVATION AND FILL:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ROAD GRADING:	\$17	\$63	\$46	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DITCHING:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ROCK TOTALS (Cu. Yds.)/ROCK COSTS:														
Ballast:	1630	0	0	0	0	0	0	0	0	0	0	0	0	0
Surface:	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Over-size:	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CULVERTS AND FLUMES:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
STRUCTURES:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MISC. EXPENSES:	\$16	\$59	\$43	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OVERHEAD:	\$3	\$11	\$8	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL COSTS:	\$37	\$134	\$98	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
COST PER STATION:	\$18	\$18	\$18	0	0	0	0	0	0	0	0	0	0	0



## **Forest Access Road Maintenance Specifications**

### **Cuts and Fills**

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

### **Surface**

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

### **Drainage**

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

## Forest Access Road Maintenance Specifications

### Preventative Maintenance

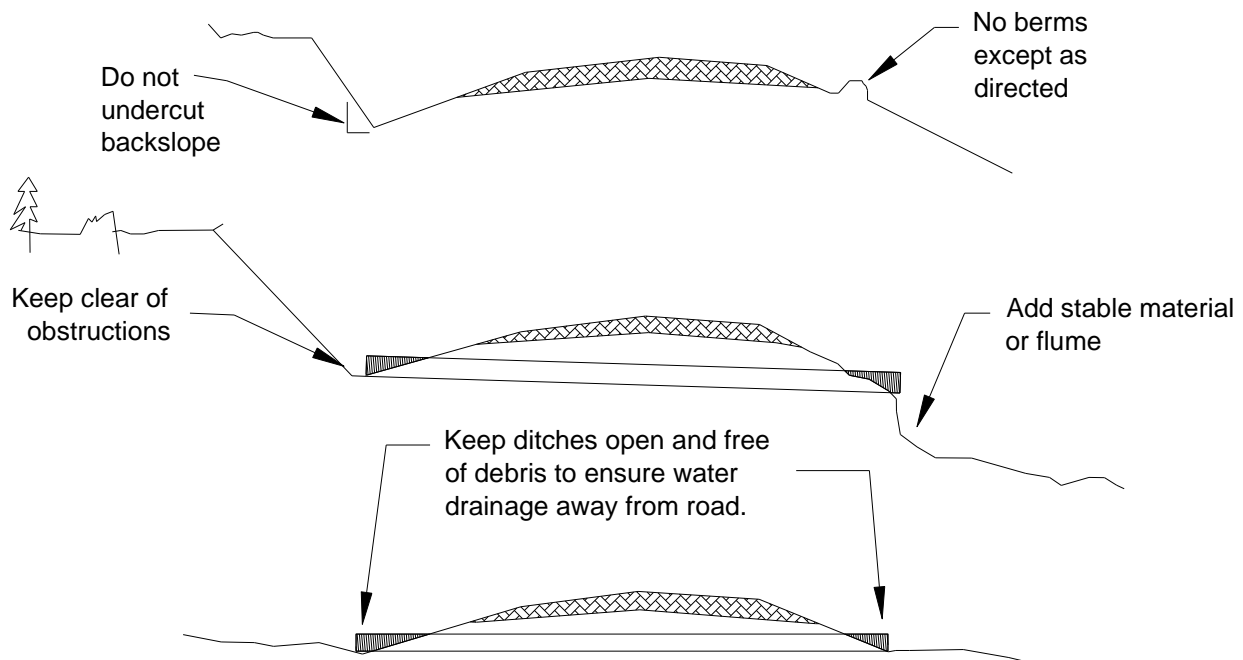
- Perform preventative maintenance work to safeguard against storm damage, such as blading to ensure correct runoff, ditch and culvert cleaning, and waterbar maintenance.

### Termination of Use or End of Season

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

### Debris

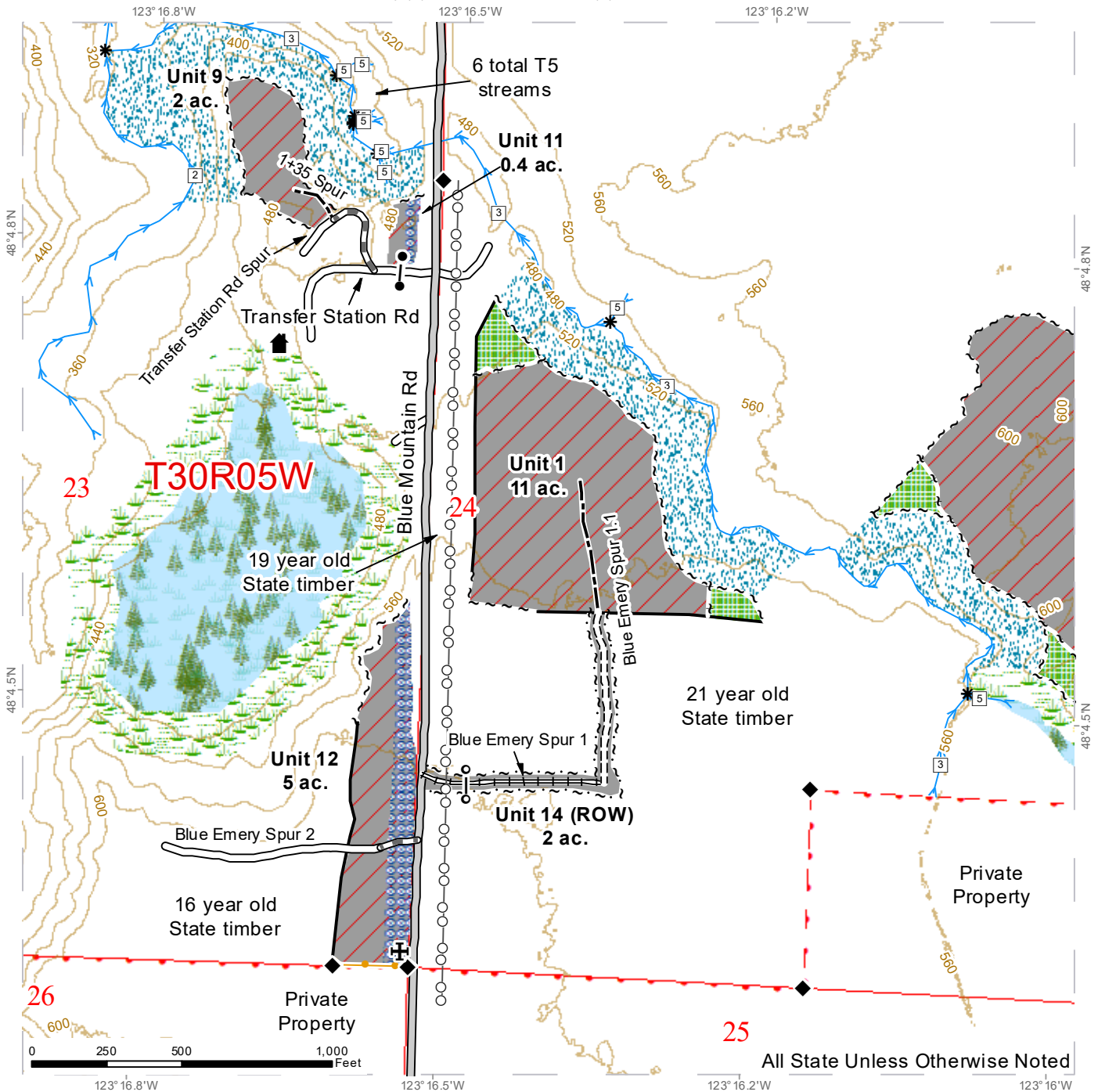
- Remove fallen timber, limbs, and stumps from the slopes, roadway, ditchlines, and culvert inlets.



# LOGGING PLAN MAP

**SALE NAME:** PISTOL PETE SORTS  
**AGREEMENT#:** 30-104814  
**TOWNSHIP(S):** T29R5W, T30R4W, T30R5W  
**TRUST(S):** Common School and Indemnity (3), State Forest Transfer (1)

**REGION:** Olympic Region  
**COUNTY(S):** Clallam  
**ELEVATION RGE:** 440'-1080'



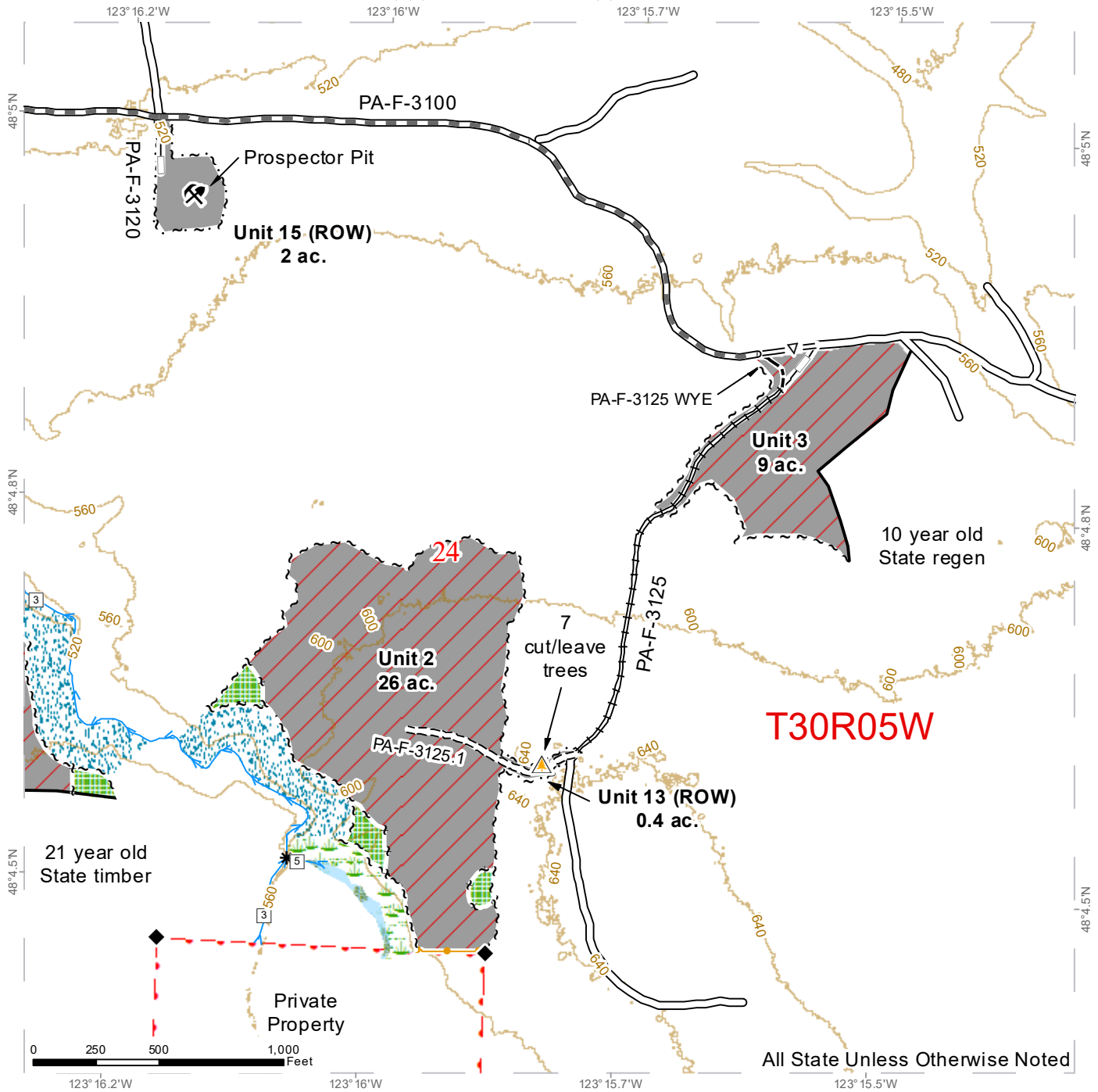
Ground-Based Logging	Sale Boundary Tags	County Road	Power Lines	Rock Pit
Variable Retention Harvest	Special Mgmt Area	Existing Roads	Contours 40 ft	Structure
Variable Density Thinning	Leave Tree Tags	Required Pre-Haul Maintenance	Streams	Culvert
DNR Managed Lands	Right of Way Tags	Required Construction	Stream Type	Mailbox
Riparian Management Zone	Take / Removal Trees	Required Reconstruction	Stream Type Break	Cut/Leave Trees
Forested Wetland	Property Line	Optional Pre-Haul Maintenance	Survey Monument	Waste Area
Wetland Management Zone	Flag Line	Optional Construction	Gate (AA1)	
Leave Tree Area	Timber Type Change	Optional Reconstruction	Gate Installation	
Hazard Abatement Area				



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**T30R05W**

All State Unless Otherwise Noted

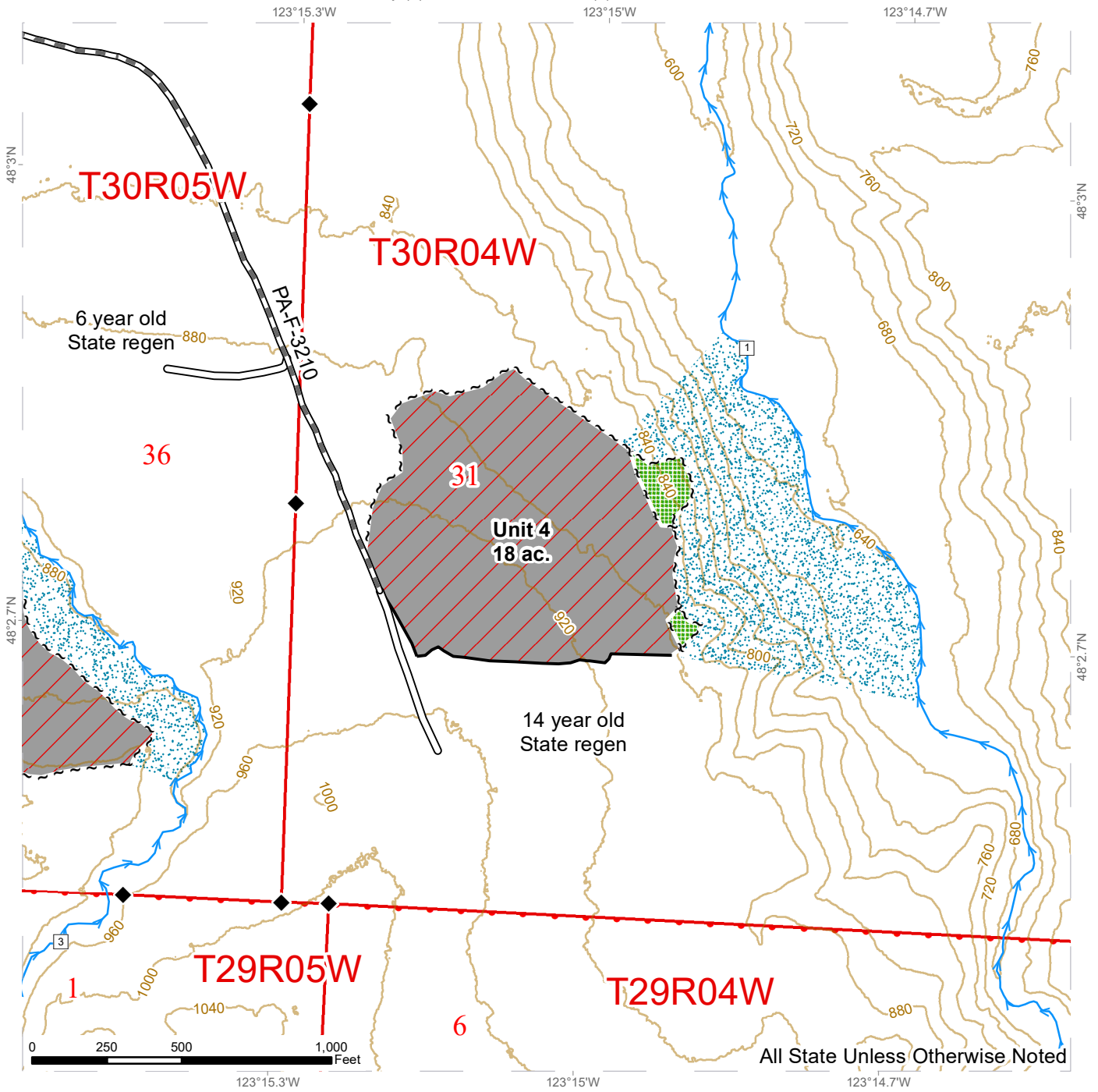
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Variable Density Thinning	Leave Tree Tags	Required Pre-Haul Maintenance	Streams	Culvert
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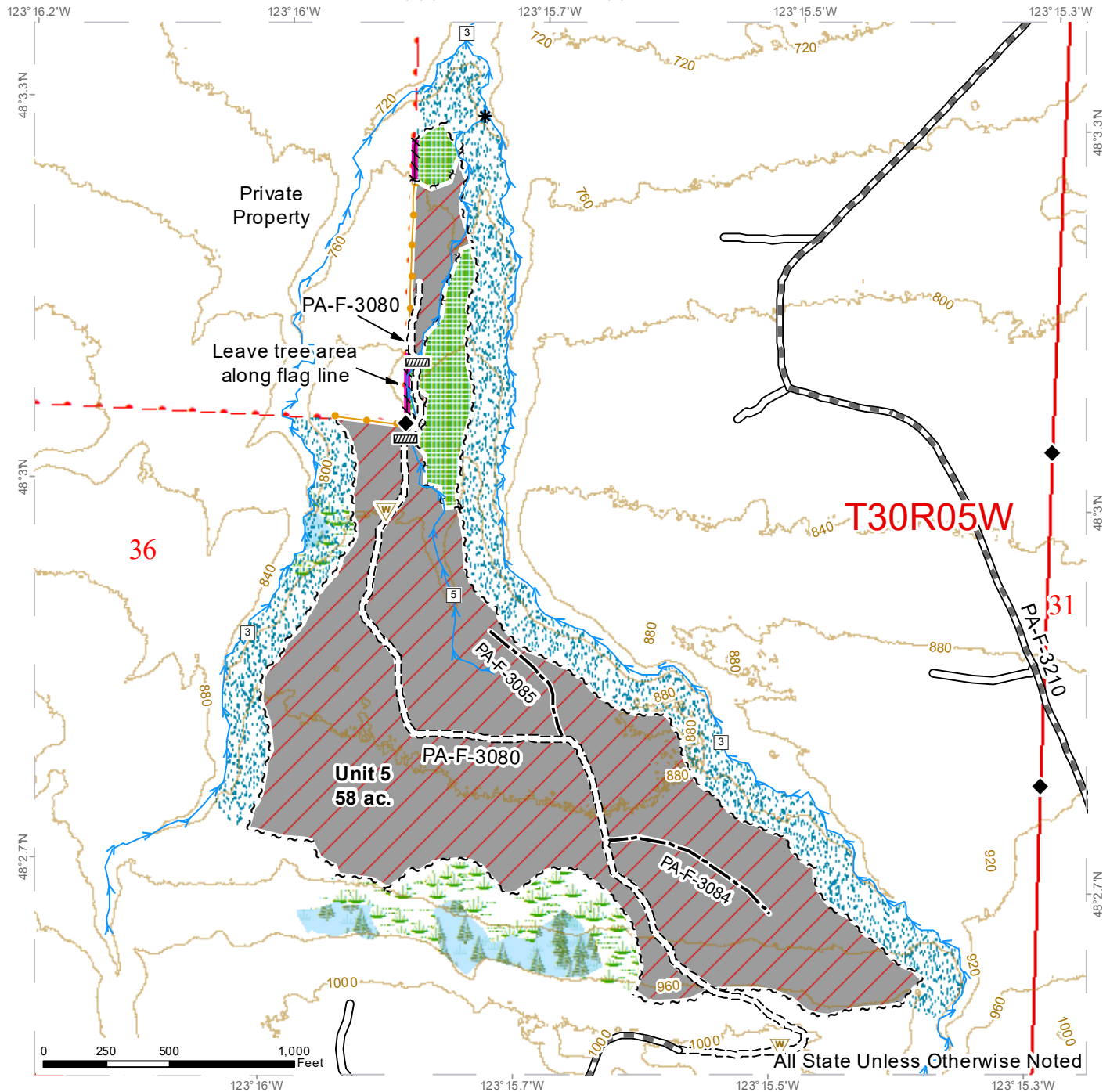
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DNR Managed Lands	Right of Way Tags	Required Reconstruction	Stream Type	Mailbox
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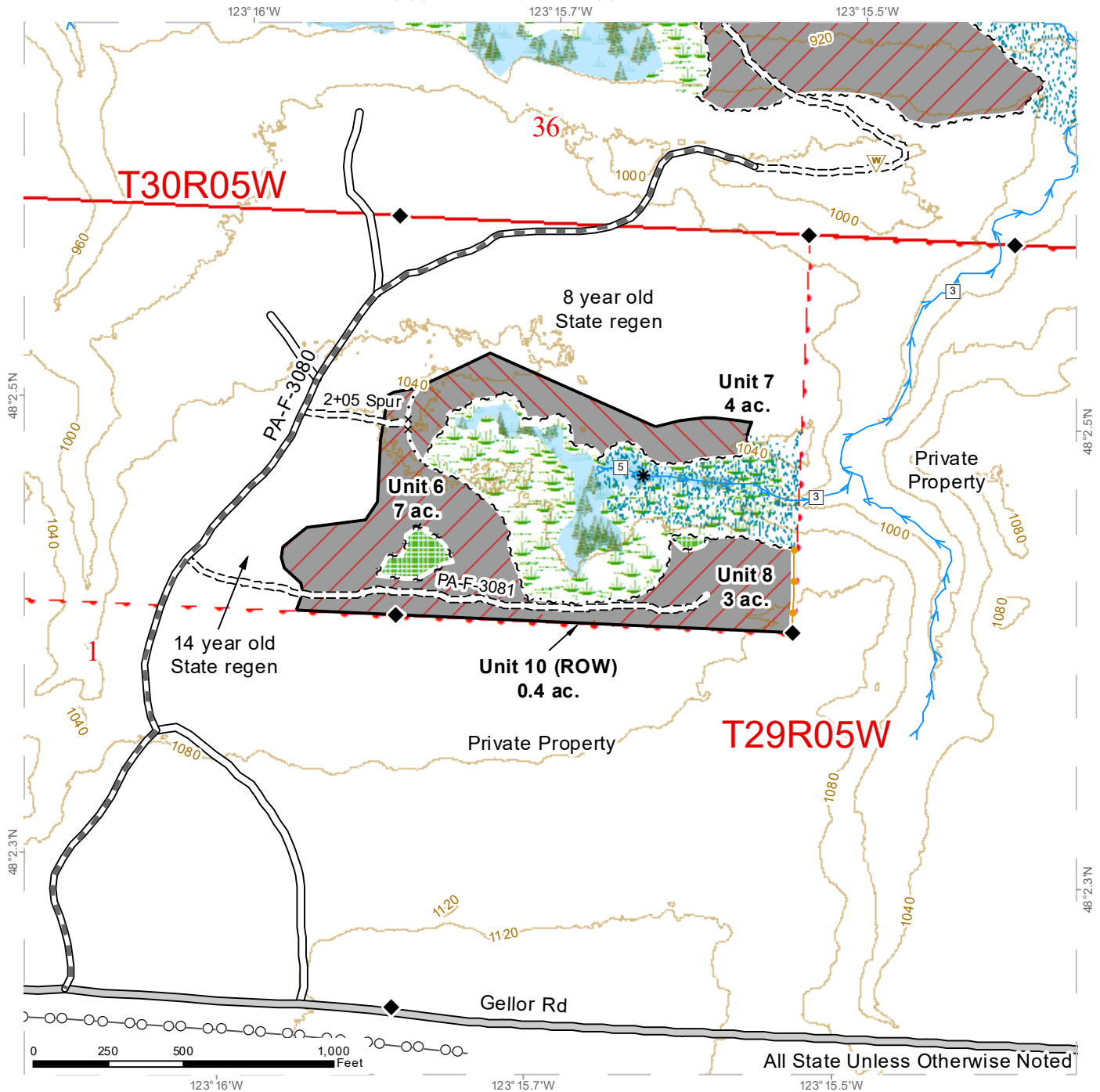
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Hazard Abatement Area				



**CONTRACTOR CERTIFICATION**  
**RESPONSIBLE BIDDER CRITERIA – WAGE LAW COMPLIANCE**

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

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

**SOLICITATION DATE:** Month \_\_\_\_\_, Day \_\_\_\_\_, Year \_\_\_\_\_

I hereby certify, on behalf of the firm identified below, as follows (check one):

**NO WAGE VIOLATIONS.** This firm has **NOT** been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in [RCW 49.48.082](#), any provision of RCW chapters [49.46](#), [49.48](#), or [49.52](#) within three (3) years prior to the date of the above-referenced procurement solicitation date.

OR

**VIOLATIONS OF WAGE LAWS.** This firm has been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in [RCW 49.48.082](#), any provision of RCW chapters [49.46](#), [49.48](#), or [49.52](#) within three (3) years prior to the date of the above-referenced procurement solicitation date.

I hereby certify, under penalty of perjury under the laws of the State of Washington, that the certifications herein are true and correct and that I am authorized to make these certifications on behalf of the firm listed herein.

---

PRINT FULL LEGAL ENTITY NAME OF FIRM SUBMITTING BID

---

SIGNATURE OF AUTHORIZED PERSON

DATE SIGNED

---

PRINTED NAME OF PERSON MAKING CERTIFICATION FOR FIRM

---

TITLE OF PERSON SIGNING CERTIFICATE

---

PRINT COUNTY AND STATE WHERE SIGNED

Return this contractor certification to the solicitation coordinator listed in the solicitation document.