

**TIMBER NOTICE OF SALE
TS 517-040**

**WASHINGTON STATE PARKS
AND RECREATION COMMISSION**

SALE NAME: Crystal Falls State Park – Blowdown Salvage

AUCTION: Bids Due: February 9, 2016
Physical Address:
Department of Natural Resources – Northeast Region Armory Building
225 S. Silke Road
Colville, WA 99114

Mailing Address:
225 S. Silke Road
Colville, WA 99114

Oral, telephone, telegraphic (email), or facsimile (fax) bids shall **not** be considered. Any bids received after the scheduled time for receipt of bids shall be returned to the Bidder unopened. The official date and time the bid is received shall be stamped on the bid envelope at the place of the bid opening listed above.

SALE LOCATION: The site is located approximately 14 miles east of Colville, WA.

PRODUCTS SOLD AND SALE AREA: All standing and down green wind damaged conifer timber, including broken, bent and lying on the ground bounded by pink ribbon; located on approximately 56 acres on part(s) of Section 20 of Township 35 North, Range 41 East, W.M., in Stevens County.

ESTIMATED SALE VOLUMES AND QUALITY:

SPECIES	Mbf	TONS	Price\$/Ton	GRADES BY VOLUME (MBF)				
				2S	3S	4S	5S	UT
Douglas-fir	205	1,366	\$17.50	11	134	59		1
Ponderosa pine	54	335	\$17.50			18	36	
Western larch	17	91	\$17.50		12	5		
Lodgepole pine	22	122	\$17.50		17	5		
Total	298	1,914						

SUGGESTED MINIMUM BID: \$17.50/ton (est. value \$33,000.00)

BID METHOD: Sealed Bids

PERFORMANCE SECURITY: \$6,600.00

SALE TYPE: Tonnage Scale

EXPIRATION DATE: July 1, 2015

ALLOCATION: Export Restricted

BIDDABLE SPECIES: All species combined

BID DEPOSIT: 10% of bid. Said deposit shall constitute an opening bid at the appraised price.

HARVEST METHOD: Rubber tired skidder, D-6 or smaller dozer unless authority to use other equipment is granted in writing by the State. Harvesting activities will be 100% ground based.

ROADS: See attached Road Plan.

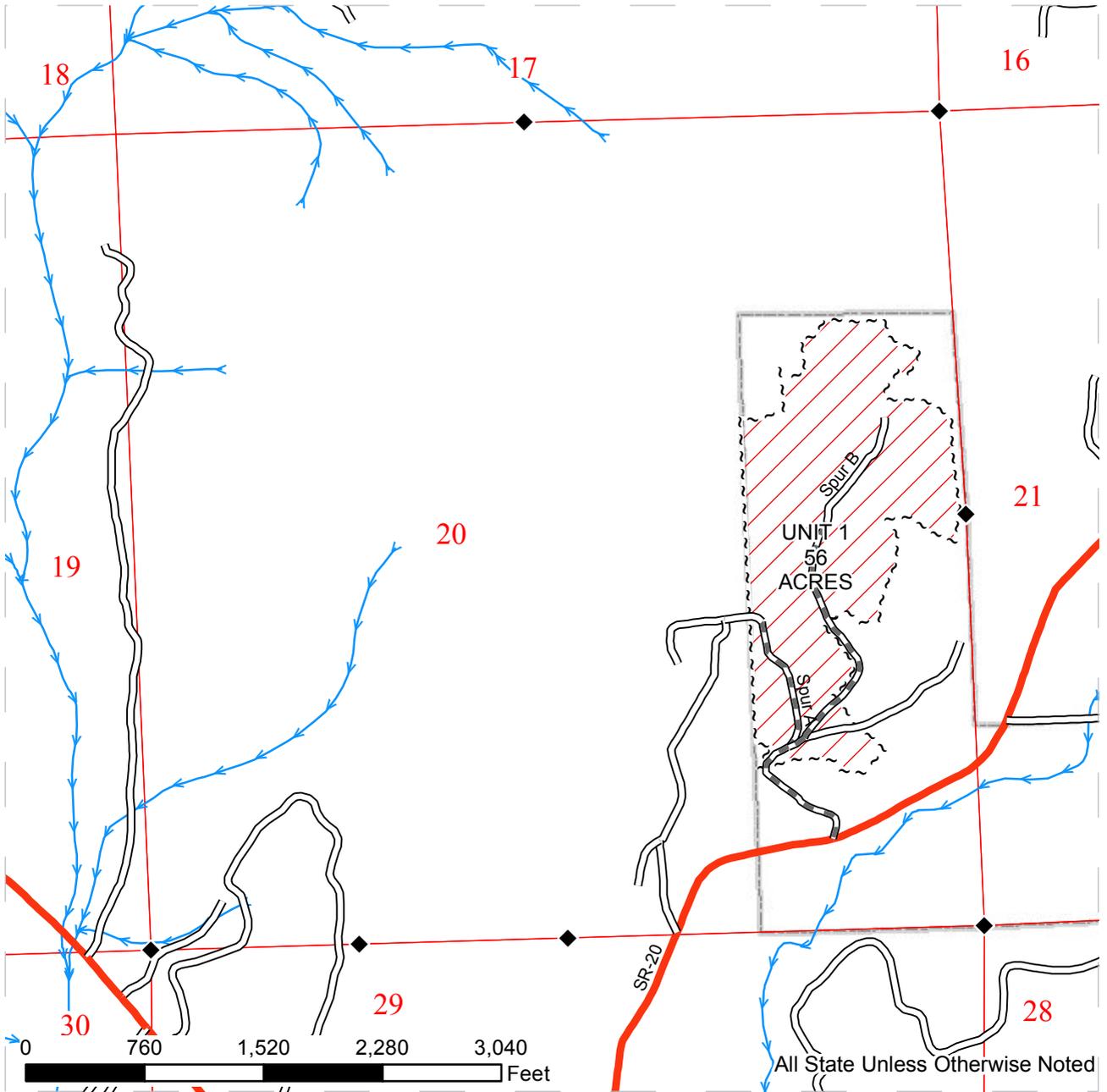
ACREAGE DETERMINATION AND CRUISE METHOD: The sale acres were determined by GPS. The sale area was cruised using fixed plots.

SPECIAL REMARKS: All forest products must be removed prior to May 1, 2016 to facilitate tree planting. Purchaser is responsible for removing slash as required in the contract.

TIMBER SALE MAP

SALE NAME: CRYSTAL FALLS STATE PARK
 AGREEMENT#: TS 517-040
 TOWNSHIP(S): T35R41E

AGENCY: WA STATE PARKS
 COUNTY(S): STEVENS
 ELEVATION RGE: 2910-3280

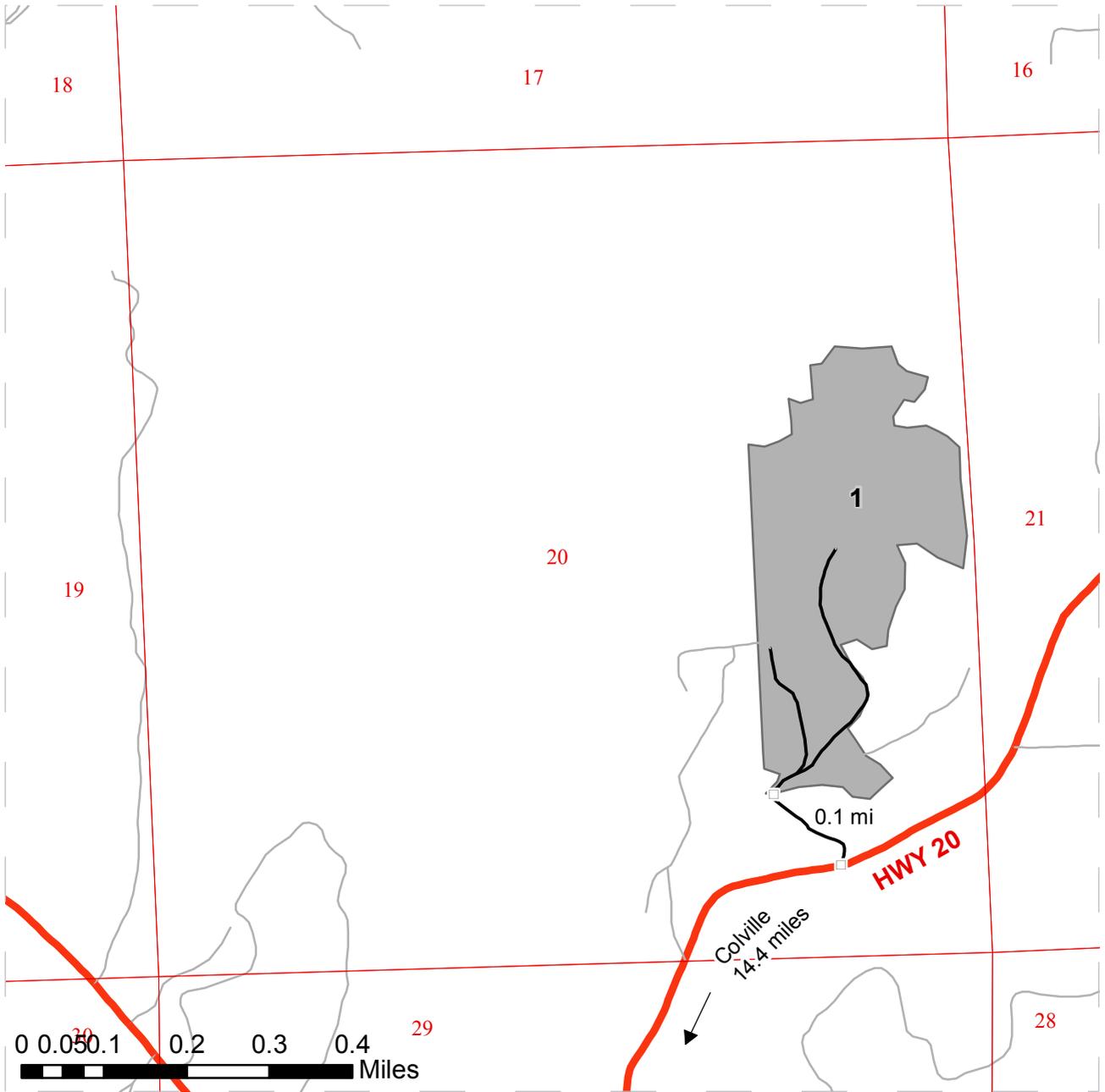


--- Sale Boundary Tags	— Existing Road	→ Streams
▨ Ground Skidding	▬ Pre-Haul Maintenance	◆ Monumented Corners
▭ Crystal Falls State Park	— Highway	

DRIVING MAP

SALE NAME: CRYSTAL FALLS STATE PARK
 AGREEMENT#: TS 517-040
 TOWNSHIP(S): T35R41E

AGENCY: WA STATE PARKS
 COUNTY(S): STEVENS
 ELEVATION RGE: 2910-3280



- Timber Sale Unit
- Highway
- Haul Route
- Other Route
- Milepost Marker

DRIVING DIRECTIONS:

From the Highway 395 and Highway 20 junction in the town of Colville, WA travel 14.4 miles east on Highway 20 to Crystal Falls. At Crystal Falls there is a forest road that is on the opposite side of the Highway from the pull off. Turn left onto the road and travel 0.1 mile to the harvest unit marked with pink flagging.



**WASHINGTON STATE PARKS
AND RECREATION COMMISSION**

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

Export Restricted Tonnage Scale AGREEMENT NO. TS 517-040

SALE NAME: CRYSTAL FALLS STATE PARK – BLOWDOWN SALVAGE

**WASHINGTON STATE PARKS AND RECREATION COMMISSION
HEREINAFTER ACTING SOLELY, IN ITS PROPRIETARY CAPACITY,
STATE, AND **NAME**, PURCHASER, AGREE AS FOLLOWS:**

Section G: General Terms

G-001 Definitions

The following definitions apply throughout this contract;

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

Contract Administrator: State’s designee responsible for assuring that the contractual obligations of the Purchaser are met.

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

Improvements: All structures, camp sites, fire pits, tables, fences, roads, and all other campground facilities.

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

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

State: The Washington State Parks and Recreation Commission, landowner and seller of Forest Products from the timber sale area. The State is represented by the Chief Financial Officer as designated on the contract signature page. Contractual obligations to the State are enforced by the Chief Financial Officer or the designated Contract Administrator.

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

G-010 Products Sold and Sale Area

Purchaser was the successful bidder on February 9, 2016. The State, as owner, agrees to sell to Purchaser, and Purchaser agrees to purchase as much of the following forest products as can be cut and removed during the term of this contract:

PRODUCTS SOLD DESCRIPTION

All standing and down green wind damaged conifer timber, including broken, bent and lying on the ground bounded by pink ribbon.

The above described products, located on approximately 56 acres on part(s) of Section(s) 20, Township 35 North, Range 41 East W.M., in Stevens County as designated on the sale area and as shown on the timber sale map. Timber purchased under a contract that is designated as export restricted shall not be exported until processed. Timber purchased under a contract that is designated as exportable may be exported prior to processing.

G-020 Inspection By Purchaser

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

G-030 Contract Term

Purchaser shall remove the forest products by May 1, 2016 and all work required by this contract completed prior to July 1, 2016.

G-040 Contract Term Adjustment - No Payment

Purchaser may request an adjustment in the contract term. A claim must be submitted in writing and received by the State within 30 days after the start of interruption or delay. The claim must also indicate the actual or anticipated length of interruption or delay. The State may grant an adjustment without charge only if the cause for contract term adjustment is beyond Purchaser's control. The cause must be one of the following and the adjustment may be granted only if operations or planned operations under this contract are actually interrupted or delayed:

- a. Road and bridge failures which deny access.
- b. Access road closures imposed by road owner.
- c. Excessive suspensions as provided in clause G-220.
- d. Regulatory actions not arising from Purchaser's failure to comply with this contract which will prevent timber harvest for a period less than 6 months.

G-060 Exclusion of Warranties

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

- a. The MERCHANTABILITY of the forest products. The use of the term "merchantable" in any document is not intended to vary the foregoing.
- b. The CONDITION of the forest products. The forest products will be conveyed "AS IS."
- c. The ACREAGE contained within any sale area. Any acreage descriptions appearing in the timber notice of sale, timber sale contract, or other documents are estimates only, provided solely for administrative and identification purposes.
- d. The VOLUME, QUALITY, OR GRADE of the forest products. The State neither warrants nor limits the amount of timber to be harvested. The descriptions of the forest products to be conveyed are estimates only, made solely for administrative and identification purposes.
- e. The CORRECTNESS OF ANY SOIL OR SURFACE CONDITIONS, PRE-SALE CONSTRUCTION APPRAISALS, INVESTIGATIONS, AND ALL OTHER PRE-BID DOCUMENTS PREPARED BY OR FOR THE STATE. These documents have been prepared for the State's appraisal purposes only.
- f. THAT THE SALE AREA IS FREE FROM THREATENED OR ENDANGERED SPECIES or their habitat. The State is not responsible for any interference with forestry operations that result from the presence of any

threatened or endangered species, or the presence of their habitat, within the sale area.

- g. THAT THE FORESTRY OPERATIONS to be performed under this contract WILL BE FREE FROM REGULATORY ACTIONS by governmental agencies. The State is not responsible for actions to enforce regulatory laws, such as the Washington Forest Practices Act (chapter 76.09 RCW), taken by the Department of Natural Resources or any other agency that may affect the operability of this timber sale.
- h. Items contained in any other documents prepared for or by the State.

G-064 Permits

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

G-065 Regulatory Disclaimer

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

G-066 Governmental Regulatory Actions

a. Risk

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

b. Sale Area

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

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

c. Adjustment of Price

The State shall adjust the total contract price by subtracting from the total contract price an amount determined in the following manner: The State shall

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

G-070 Limitation on Damage

In the event of a breach of any provision of this contract by the State, the exclusive remedy available to Purchaser will be limited to a return of the initial deposit, unapplied payments, and credit for unamortized improvements made by Purchaser. The State shall not be liable for any damages, whether direct, incidental or consequential.

G-080 Scope of State Advice

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

G-090 Sale Area Adjustment

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

G-100 Forest Products Not Designated

Any forest products not designated for removal, which must be removed in the course of operations authorized by the State, shall be approved and designated by the Contract Administrator. Added forest products become a part of this contract and shall be paid for at the same rate and manner as other forest products under this contract.

G-110 Title and Risk of Loss

Title to the forest products conveyed passes at confirmation of the sale. Purchaser bears the risk of loss of or damage to and has an insurable interest in the forest products in this contract from the time of confirmation of the sale of forest products. In the event of loss of or damage to the forest products after passage of title, whether the

cause is foreseeable or unforeseeable, the forest products shall be paid for by Purchaser. Breach of this contract shall have no effect on this provision. Title to the forest products not removed from the sale area within the period specified in this contract shall revert to the State as provided in RCW 79.15.100.

G-120 Responsibility for Work

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

G-140 Indemnity

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

G-150 Insurance

Purchaser and/or contractor(s) 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 suspend Purchaser operations until required insurance has been secured.

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

Washington State Parks and Recreation Commission office of sale origin 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, Purchaser shall furnish the Washington State Parks and Recreation Commission 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. Insurance coverage shall be obtained by the purchaser and/or contractor(s) prior to operations commencing and continually maintained in full force until all contract obligations have been satisfied or an operating release has been signed by the State.

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

Washington State Parks and Recreation Commission, its elected and appointed officials, agents and employees shall be named as an additional insured 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. Purchaser 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.

If Purchaser is self-insured, evidence of its status as a self-insured entity shall be provided to State. If requested by State, Purchaser must describe its financial condition and the self-insured funding mechanism.

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

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

Commercial General Liability (CGL) Insurance. Purchaser shall maintain general liability (CGL) insurance, and, if necessary, commercial umbrella insurance with a

limit of not less than \$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 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. Purchaser shall buy employers liability insurance, and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000.00 each accident for bodily injury by accident or \$1,000,000.00 each employee for bodily injury by disease.

Workers' Compensation Coverage. Purchaser shall comply with all State of Washington workers' compensation statutes and regulations. Workers' compensation coverage shall be provided for all employees of Purchaser and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which exists out of or in connection with the performance of this contract. Except as prohibited by law, Purchaser waives all rights of subrogation against 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 Purchaser, 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, Purchaser shall indemnify State. Indemnity shall include all fines, payment of benefits to Purchaser or contractor(s) or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees.

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

G-160 Agents

The State's rights and duties will be exercised by the Chief Financial Officer, (herein after as CFO) at Olympia, Washington. CFO will notify Purchaser in writing who is

responsible for administering the contract. CFO has sole authority to waive, modify, or amend the terms of this contract in the manner prescribed in clause G-180. No agent, employee, or representative of the State has any authority to bind the State to any affirmation, representation, or warranty concerning the forest products conveyed beyond the terms of this contract.

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

G-170 Assignment and Delegation

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

G-180 Modifications

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

G-190 Contract Complete

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

G-200 Notice

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

G-210 Violation of Contract

G-220 State Suspends Operations

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

G-210 Violation of Contract

- a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend those operations in violation. If the violation is capable of being remedied, Purchaser has 30 days after receipt of a suspension notice to remedy the violation. If the violation cannot be remedied (such as a violation of WAC 240-15-015) or Purchaser fails to remedy the violation within 30 days after receipt of a suspension notice, the

State may terminate the rights of Purchaser under this contract and collect damages.

- b. If the contract expires pursuant to clause G-030 without Purchaser having performed all its duties under this contract, Purchaser's right to operate is terminated and Purchaser shall not have the right to remedy the breach. This provision shall not relieve Purchaser of any payment obligations.
- c. The State has the right to remedy the breach in the absence of any indicated attempt by Purchaser or if Purchaser is unable, as determined by the State, to remedy the breach. Any expense incurred by the State shall be charged to Purchaser and shall be paid within 30 days of receipt of billing.
- d. If Purchaser's violation is a result of a failure to make a payment when due, in addition to a. and b. above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due.

G-220 State Suspends Operation

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

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

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

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

G-230 Unauthorized Activity

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

G-240 Dispute Resolution

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

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

G-250 Compliance with All Laws

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

G-260 Venue

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

G-270 Equipment Left on State Land

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

G-280 Operating Release

An operating release is a written document, signed by the State and Purchaser, indicating that Purchaser has been relieved of certain rights or responsibilities with regard to the entire or a portion of the timber sales contract. Purchaser and State may agree to an operating release for this sale, or portion of this sale, prior to the contract expiration, when all contract requirements pertaining to the release area have been

satisfactorily completed. Upon issuance of a release, Purchaser's right to cut and remove forest products on the released area will terminate.

G-310 Road Use Authorization

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

G-320 Erosion Control

Purchaser shall deliver 100 pounds of grass seed to a location designated by the Contract Administrator. Seed provided shall meet the following specifications.

50% Alsike Clover, 25% Smooth Brome, 25% Hard Fescue

Seed shall be certified weed free, premixed and delivered to Northeast Region office in 50 pound bags clearly labeled with the timber sale name on each bag.

G-330 Pre-work Conference

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

G-340 Preservation of Markers

Any legal land subdivision survey corners and witness objects are to be preserved. If such are destroyed or disturbed, Purchaser shall have a licensed land surveyor re-establish them.

G-360 Road Use Reservation

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

G-430 Open Fires

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

Section P: Payments and Securities

P-010 Initial Deposit

Purchaser paid **AMOUNT** 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-024 Payment for Forest Products

Purchaser agrees to pay the following rate per ton for forest products conveyed .

DATA MISSING

Species that are conveyed but are not listed in the table above shall be paid for at a rate to be determined by the State.

P-027 Payment for Removal of Optional Forest Products

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

P-045 Guarantee of Payment

Purchaser will pay for forest products prior to cutting or will guarantee payment by posting an approved payment security. The amount of cash or payment security shall be determined by the State and shall equal or exceed the value of the cutting proposed by Purchaser.

P-050 Billing Procedure

The State will compute and forward to Purchaser statements of charges provided for in the contract. Purchaser shall deliver payment to the State on or before the date shown on the billing statement.

P-052 Payment Procedure

If a third party Log and Load Reporting Service (LLRS) is required by this contract the State will compute and forward to the Purchaser statements of charges provided for in the contract. Purchaser shall deliver payment to the Northwest region office on or before the date shown on the billing statement.

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

Payment will be based on the contract rate multiplied by the tons (tonnage contracts) or volume (mbf contracts) removed during the month or payment period. Included with the payment will be a summary report along with all related load tickets and the

corresponding certified weight tickets for the payment period. The summary report will be generated using a computer spreadsheet and list the load tickets in ascending numerical order with the corresponding ticket number and weight or volume for each load.

P-070 Payment for Products: Damage, Theft, Loss or Mismatch

Forest products included in this agreement which are destroyed, damaged, stolen, lost, or mismatched shall be paid for by Purchaser on demand of the State. The rates contained in clause P-024 shall apply.

P-080 Payment Account Refund

Advance payments made under P-045 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.

P-090 Performance Security

Purchaser agrees to furnish, within 30 days of the confirmation date, security acceptable to the State in the amount of \$6,600.00. The Security provided shall guarantee performance of all provisions of this contract and payment of any damages caused by operations under this contract or resulting from Purchaser's noncompliance with any rule or law. Acceptable performance security may be in the form of a performance bond, irrevocable letter of credit, cash, savings or certificate of deposit account assignments, and must name the State as the obligee or beneficiary. A letter of credit must comply with Title 62A RCW, Article 5. Performance security must remain in full force over the duration of the contract length. Surety bonds issued shall conform to the issuance and rating requirements in clause G-150. The State shall retain the performance security pursuant to RCW 79.15.100. Purchaser shall not operate unless the performance security has been accepted by the State. If at any time the State decides that the security document or amount has become unsatisfactory, Purchaser agrees to suspend operations and, within 30 days of notification, to replace the security with one acceptable to the State or to supplement the amount of the existing security.

P-100 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 Purchaser.

Section L: Log Definitions and Accountability

L-010 Forest Products Conveyed

Forest products conveyed are all logs or parts of logs described by the 'Products Sold and Sale Area' (G-010) clause meeting the removal requirements listed in the 'Required Removal of Forest Products' (H-150) clause.

L-060 Load Tickets

Purchaser shall complete and use load tickets as directed by the Contract Administrator and, if required, use other identification as directed by the 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.

Purchaser 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 Purchaser.

L-110 State Approval of Log Scaling and Weighing Locations

Log 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 product sold under the contract which require weighing shall be weighed at a location that meets Washington State Department of Agriculture approval.

Prior to logs being hauled, the Contract Administrator must authorize in writing the use of State approved measurement and/or weighing facilities that are at or en-route to final destinations. Logs 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 H: Harvesting Operations

H-010 Cutting and Yarding Schedule

Falling and Yarding will not be permitted from February 15 to May 1 in Unit 1 unless authorized in writing by the Contract Administrator.

H-012 Leave Tree Damage Definition

Leave tree damage exists when one or more of the following criteria are satisfied as a result of Purchaser's operation:

- a. A leave tree has one or more scars on its trunk exposing the cambium layer, which in total exceeds 144 square inches.
- b. A leave tree top is broken or the live crown ratio is reduced below 30 percent.
- c. A leave tree has more than 1/3 of the circumference of its root system injured such that the cambium layer is exposed.

Excessive damage is established when more than 5 percent of the leave trees are damaged in a unit (see clause D-040 or D-041). The damaged trees will be identified by the Contract Administrator.

H-015 Skid Trail Requirements

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

Purchaser shall comply with the following during the yarding operation:

- a. Skid trails will not exceed 12 feet in width, including rub trees.
- b. Skid trails shall not cover more than 10 percent of the total acreage on one unit
- c. Skid trail location will be pre-approved by the Contract Administrator.
- d. Trees within skid trails shall be felled and yarded prior to the felling of adjacent timber.
- e. Skid trails will be water barred at the time of completion of yarding, if required by the Contract Administrator.
- f. Rub trees along the skid trail shall be left standing until all timber tributary to the skid trail has been removed.
- g. Excessive soil damage is not permitted. Excessive soil damage is described in clause H-017.

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

H-017 Preventing Excessive Soil Disturbance

Operations may be suspended when soil rutting exceeds 8 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-030 Timber Falling

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

H-035 Fall Trees Into Sale Area

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

H-040 Purchaser Harvest Plan

Purchaser shall, as part of the plan of operations, prepare an acceptable harvest plan for Unit 1. The plan shall address harvest operations and be incorporated at the prework conference which are part(s) of this contract. The harvest plan shall be approved by the Contract Administrator prior to beginning the harvest operation. Purchaser shall not deviate from the harvest plan without prior written approval by the Contract Administrator.

H-050 Rub Trees

Trees designated for cutting along skid trails and cable corridors shall be left standing as rub trees until all timber that is tributary to the skid trail or cable corridor has been removed.

H-052 Branding and Painting

Forest products shall be branded with a brand furnished by State prior to removal from the landing. All purchased timber shall be branded in a manner that meets the requirements of WAC 240-15-030(2)(a)(i). All timber purchased under a contract designated as export restricted shall also be painted in a manner that meets the requirements of WAC 240-15-030(2)(a)(ii).

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

H-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 Harvesting Equipment

Forest products sold under this contract shall be felled by hand or mechanical means and yarded by rubber tired skidder or D-6 or smaller dozer unless authority to use other equipment is granted in writing by the State.

H-125 Log Suspension Requirements

Lead-end suspension is required for all yarding activities.

H-130 Hauling Schedule

The hauling of forest products will not be permitted on Spur A and Spur B roads from February 15 to May 1 unless authorized in writing by the Contract Administrator.

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

H-140 Special Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

- a. Non-damaged trees that require removal to facilitate harvest operations must be approved by the Contract Administrator prior to falling.
- b. Appropriate warning signs shall be posted at locations designated by the Contract Administrator.
- c. All forest products must be removed by May 1, 2016.
- d. Removal of tree tops and large is required to reduce the risk of bark beetle population outbreaks and the infestation of remaining live trees. Tree tops and limbs larger than 3 inches in diameter by 8 feet or longer shall be brought to landings and removed from the site or chipped and removed.

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

H-150 Required Removal of Forest Products

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

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

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

H-157 Optional Removal of Forest Products Not Designated

If in the course of operations, Purchaser decides to remove forest products that are below the minimum designated removal specifications per the 'Required Removal of Forest Products' (H-150), the payment rates in clause P-027 shall apply.

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

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

H-160 Mismanufacture

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

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

H-180 Removal of Specialized Forest Products or Firewood

Prior to the removal of conveyed specialized forest products or firewood from the sale area, Purchaser and the State shall agree in writing to the method of accounting for/and removal of such products.

H-190 Completion of Settings

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

H-220 Protection of Residual or Adjacent Trees

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

H-230 Tops and Limbs Outside the Sale Boundary

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

Section C: Construction and Maintenance

C-040 Road Plan

Road construction and associated work provisions of the Road Plan for this sale, dated 10/26/2015 are hereby made a part of this contract.

C-050 Purchaser Road Maintenance and Repair

Purchaser shall perform work at their own expense on the Spur A and Spur B roads. All work shall be completed to the specifications detail in the Road Plan.

C-080 Landing Locations Approved Prior to Construction

Landings shall be marked by Purchaser and approved by the Contract Administrator prior to construction.

C-140 Water Bars

Purchaser 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-010 Fire Hazardous Conditions

Purchaser agrees to use its best efforts to minimize the risk of fire.

S-030 Landing Debris Clean Up

Final approval of landing debris clean-up shall be in writing by the Contract Administrator.

S-040 Noxious Weed Control

Purchaser shall notify the Contract Administrator in advance of moving equipment onto State lands. Purchaser shall thoroughly clean all off road equipment prior to entry onto State land to remove contaminated soils and noxious weed seed. If equipment is moved from one DNR project area to another, the Contract Administrator reserves the right to require the cleaning of equipment. Equipment shall be cleaned at a location approved by the Contract Administrator.

S-050 Cessation of Operations for Low Humidity

During the "closed season", when the humidity is 15 percent or lower on the sale area, all operations must cease unless authority to continue is granted by the State in writing.

S-060 Pump Truck or Pump Trailer

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

S-130 Hazardous Materials

a. a. Hazardous Materials and Waste - Regulatory Compliance

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

b. Hazardous Materials Spill Prevention

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

c. Hazardous Materials Spill Containment, Control and Cleanup

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

d. Hazardous Material Release Reporting

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

Department of Emergency Management (contact information below).
National Response Center (contact information below).
Appropriate Department of Ecology regional office (contact information below).
DNR Contract Administrator

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

DOE - Southwest Region:
1-360-407-6300
(Clallam, Clark, Cowlitz, Grays Harbor, Jefferson, Mason, Lewis, Pacific, Pierce, Skamania, Thurston, and Wahkiakum counties)

DOE - Central Region:
1-509-575-2490
(Benton, Chelan, Douglas, Kittitas, Klickitat, Okanogan, and Yakima counties)

DOE - Eastern Region:

1-509-329-3400

(Adams, Asotin, Columbia, Ferry, Franklin, Garfield, Grant, Lincoln, Pend Oreille, Spokane, Stevens, Walla Walla, and Whitman counties)

Department of Emergency Management 24-hour Number:
1-800-258-5990

National Response Center:
1-800-424-8802

S-131 Refuse Disposal

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

S-140 Fence Repair

Purchaser 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 Liquidated Damages

The following clauses 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, which will be 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-020 Failure to Remove Forest Products

Purchaser's failure to remove all or part of the forest products sold in this agreement prior to the expiration of the contract term results in substantial injury to the State. The value of the forest products sold at the time of breach is not readily ascertainable. Purchaser's failure to perform disrupts the State's management plans, the actual cost of which is difficult to assess. A resale involves additional time and expense and is not an adequate remedy. Therefore, Purchaser agrees to pay the State as liquidated damages a sum calculated using the following formula:

$$LD = .35V-ID-P+C+A$$

Where:

- LD = Liquidated Damage value.
- V = The unremoved value at the date of breach of contract. The value is determined by subtracting the removal volume to date from the State's cruise volume multiplied by the contract bid rates.
- ID = Initial Deposit paid at date of contract that has not been applied to timber payments.
- P = Advance payments received but not yet applied to specific contract requirements.
- C = Charges assessed for contract requirements completed prior to breach of contract but not paid for.
- A = Administrative Fee = \$2,500.00.

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 breach 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.
- LD = Liquidated damage value.
- N = Number of days from date of breach to date payment is received.

D-030 Inadequate Log Accountability

Removal of forest products from the sale area without adequate branding and/or valid load tickets attached to the load and scaling forest products in a location other than the facility approved by the State can result in substantial injury to the State. Failure to properly account for loads and scaling and/or weighing information can result in loss to the State. The potential loss from not having proper branding, ticketing, scaling and/or weighing location and accountability is not readily ascertainable. Purchaser's failure to perform results in a loss of log weight and scale accountability, increases the potential for unauthorized removal of forest products, and increases the State's administration costs, the actual costs of which are difficult to assess.

Enforcement actions for unauthorized removal of forest products for each improperly branded load, improperly ticketed load, or use of a facility not authorized for this sale or improper submission of scaling data are impractical, expensive, time consuming and are not an adequate remedy. Therefore, Purchaser agrees to pay the State, as liquidated

damages, a sum of \$100 each time a load of logs does not have branding as required in the contract, \$250 each time a load of logs does not have a load ticket as required by the contract, \$250 each time a load ticket has not been filled out as required by the plan of operations, \$250 each time a load is weighed or scaled at a location not approved as required under this contract, \$250 each time a log ticket summary report is not submitted properly, and if a third party Log and Load Reporting Service is required, \$250 each time scaling or weight data is not properly submitted to the Log and Load Reporting Service within 24 hours of log removal.

D-040 Timber- Payment for Excessive Leave Tree Damage

When Purchaser's operations exceed the damage limits set forth in clause H-012, Leave Tree Damage Definition, the trees damaged result in substantial injury to the State. The value of the damaged leave trees at the time of the breach is not readily ascertainable. Therefore, Purchaser agrees to pay the State as liquidated damages at the rate of 1,000.00 per tree for all damaged trees in unit 1.

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

STATE OF WASHINGTON
STATE PARKS AND RECREATION
COMMISSION

PURCHASER

Mark Bibeau
Chief Financial Officer

Date: _____
Address: _____

Date: _____

CORPORATE ACKNOWLEDGEMENT

STATE OF _____)

COUNTY OF _____)

On this _____ day of _____, 20____, before me personally appeared _____

_____ to me known to be the _____ of the corporation

that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned, and on oath stated that (he/she was) (they were) authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

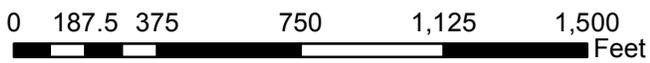
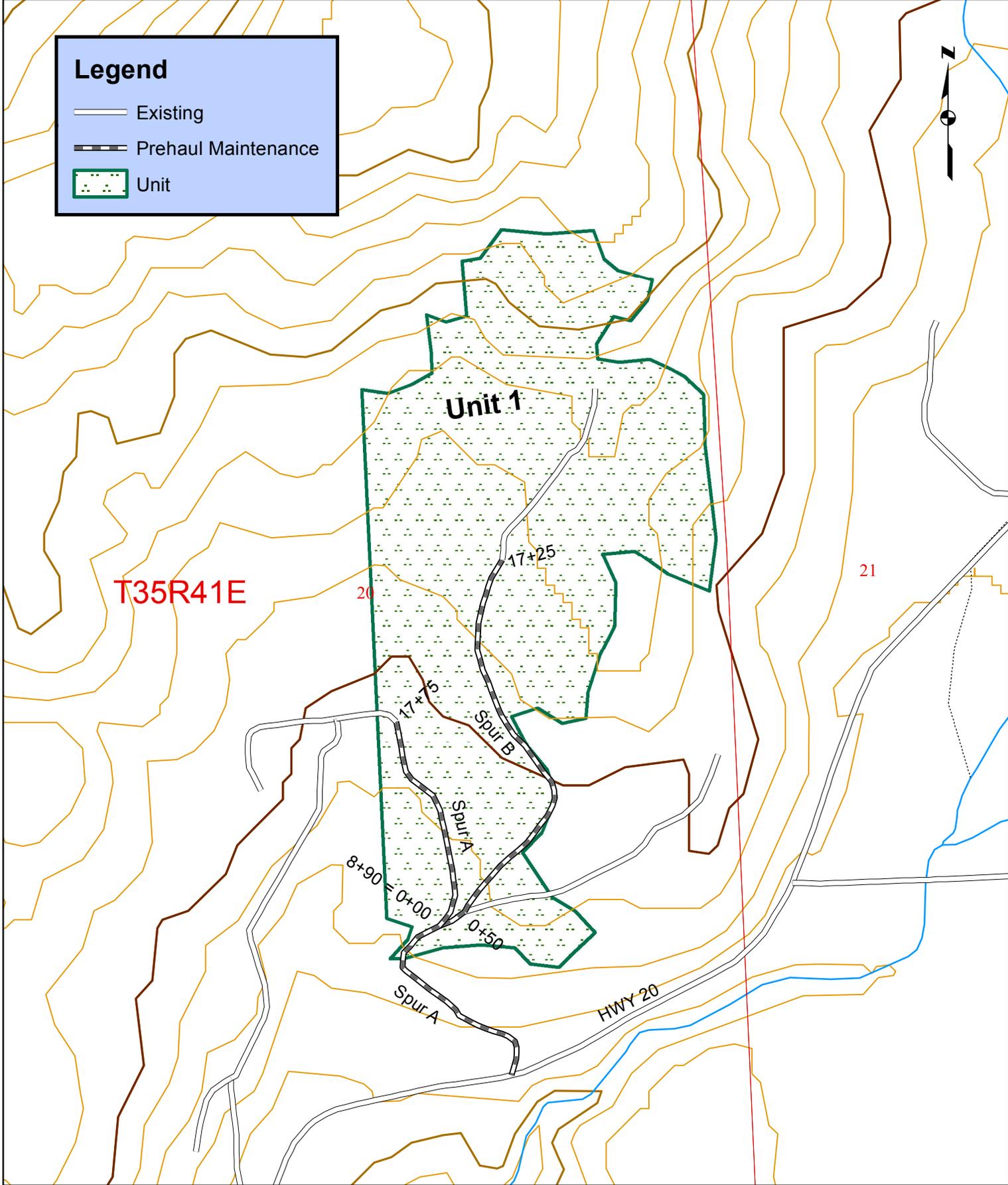
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of

My appointment expires _____

Legend

- Existing
- Prehaul Maintenance
- Unit



1 inch = 500 feet

STATE OF WASHINGTON

CRYSTAL FALLS SALVAGE TIMBER SALE ROAD PLAN
STEVENS COUNTY

AGREEMENT NO.: TS 517-040

STAFF ENGINEER: GENE GIBBS

DATE: 10/26/2015

DRAWN & COMPILED BY: GENE GIBBS

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>
Spur A	0+00 to 17+75	Pre-haul Maintenance
Spur B	0+00 to 17+25	Pre-haul Maintenance

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>
Spur A	0+00 to 17+75	Reshape road to provide drainage as needed.
Spur B	0+00 to 17+25	Reshape road in accordance to typical section. Non drivable water bars will need to be removed and re-installed at the conclusion of hauling activities.

0-7 POST-HAUL MAINTENANCE

This project includes post-haul road maintenance listed in Clause 9-5 POST-HAUL MAINTENANCE.

0-8 CLOSURE

This project includes road closure listed in Clause 9-20 ROAD DECOMMISSIONING.

SECTION 1 – GENERAL

1-1 ROAD PLAN CHANGES

If the Purchaser desires a change from this road plan including, but not limited to, relocation, extension, change in design, or adding roads; a revised road plan must be submitted in writing to the Contract Administrator for consideration. Before work begins, Purchaser shall obtain approval from the State for any submitted plan that changes the scope of work or environmental condition from the original road 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 Purchaser's choice of construction season or techniques will be at the Purchaser's expense. Unforeseen conditions include, but are not limited to, solid subsurface rock, subsurface springs, saturated ground, and unstable soils.

1-3 ROAD DIMENSIONS

Purchaser 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

Purchaser 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.

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

1-7 TEMPORARY ROAD CLOSURE

Purchaser shall notify the Contract Administrator a minimum of 5 calendar days before the closure of any road.

1-8 REPAIR OR REPLACEMENT OF DAMAGED MATERIALS

Purchaser 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 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.

1-15 ROAD MARKING

Purchaser shall perform road work in accordance with the state's marked location. All road work is marked as follows:

- Orange flagging and stationing marked outside of the rights of way.

1-18 REFERENCE POINT DAMAGE

Purchaser 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 Purchaser resets all moved or damaged RPs.

1-20 COMPLETE BY DATE

Purchaser shall complete pre-haul road work before the start of timber haul.

1-22 WORK NOTIFICATIONS

Purchaser shall notify the Contract Administrator a minimum of 7 calendar days before work begins.

1-23 ROAD WORK PHASE APPROVAL

Purchaser 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

1-25

The operation of road construction equipment is not allowed on weekends or state recognized holidays, unless authorized in writing by the Contract Administrator.

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, Purchaser shall provide a maintenance plan to include further protection of state resources. Purchaser 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. Purchaser is required to maintain all haul roads at their own expense.

1-29 SEDIMENT RESTRICTION

Purchaser 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 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, Purchaser shall cease operations, or perform corrective maintenance or repairs, subject to specifications within this road plan. Before and during any suspension, Purchaser shall protect the work from damage or deterioration.

1-32 BRIDGE AND ASPHALT SURFACE RESTRICTION

The use of metal tracked equipment is not allowed on bridge or asphalt surfaces at any time. If Purchaser must run equipment on bridge or asphalt surfaces, then rubber tired equipment or other methods, approved in writing by Contract Administrator, must be used.

If tracked equipment is used on bridge or asphalt surfaces, Purchaser shall immediately cease all road construction and hauling operations. Purchaser shall remove any dirt, rock, or other material tracked or spilled on the bridge or asphalt surface(s) and have surface(s) evaluated for any damage caused by transporting equipment. Any damage to

the surface(s) will be repaired, at the Purchaser's expense, as directed by the Contract Administrator.

1-33 SNOW PLOWING RESTRICTION

Snowplowing will be allowed after the execution of a SNOW PLOWING AGREEMENT, which is available from the Contact Administrator upon request. Purchaser 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.

1-40 ROAD APPROACHES TO COUNTY ROADS AND STATE HIGHWAYS

Purchaser 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 Purchaser's expense, as directed by the Contract Administrator when authorized by the county or WSDOT.

1-43 ROAD WORK AROUND UTILITIES

It is the Purchaser's responsibility to identify any utilities not listed. Purchaser shall work in accordance with all applicable laws or rules concerning utilities. Purchaser is responsible for all notification, including "call before you dig", and liabilities associated with the utilities and their rights-of-way.

SECTION 2 – MAINTENANCE

2-1 GENERAL ROAD MAINTENANCE

Purchaser 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 – PURCHASER MAINTENANCE

Purchaser shall perform maintenance on roads listed in Contract Clause C-050 PURCHASER ROAD MAINTENANCE AND REPAIR in accordance with FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS.

2-4 PASSAGE OF LIGHT VEHICLES

Purchaser shall maintain road(s) in a condition that will allow the passage of light administrative vehicles.

2-5 MAINTENANCE GRADING – EXISTING ROAD

Purchaser shall use a grader to shape the existing surface. Purchaser shall accomplish all grading using a motor grader with a minimum of 175 horsepower.

SECTION 3 – CLEARING, GRUBBING, AND DISPOSAL

3-2 BRUSHING RESTRICTION

Pulling, digging, pushing over, and other non-cutting methods used for vegetation removal may not be used for brushing. Purchaser shall submit a detailed list of equipment and methods to be used during brushing, for approval by the Contract Administrator before starting work. Excavator buckets, log loaders and similar equipment may not be used for brushing unless otherwise approved in writing by the Contract Administrator.

3-7 RIGHT-OF-WAY DECKING

Purchaser 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

Purchaser 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 unless approved by the Contract Administrator.

3-10 GRUBBING

Purchaser shall remove all stumps between the grubbing limits specified on the TYPICAL SECTION SHEET and within waste and debris areas. Purchaser shall also remove stumps with undercut roots outside the grubbing limits. Purchaser shall remove stumps using a hydraulic mounted excavator unless authorized in writing by the Contract Administrator. Stumps over 22 inches diameter must be split. Stumps over 40 inches must be quartered. Grubbing must be completed before starting excavation and embankment.

3-12 STUMP PLACEMENT

Purchaser shall place grubbed stumps 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 on stable locations.

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.

3-23 PROHIBITED DISPOSAL AREAS

Purchaser 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 40%.
- 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

Purchaser shall not bury organic debris unless otherwise stated in this plan.

3-30 EXCLUSION OF DOZER BLADES

Purchaser shall not use dozer blades for the piling of organic debris.

3-31 PILING

Purchaser shall pile organic debris as directed by the contract administrator in a manner as to not impede subsequent cable harvesting activities. Piles shall be made no closer than 20 feet from standing timber and no higher than 10 feet. Piles must be free of rock and soil.

SECTION 4 – EXCAVATION

4-3 ROAD GRADE AND ALIGNMENT STANDARDS

Purchaser shall follow these standards for road grade and alignment except as designed:

- Grade and alignment must have smooth continuity, without abrupt changes in direction.
- Maximum grades may not exceed 18 percent favorable and 12 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.

Purchaser shall follow these standards for switchbacks:

- Maximum adverse grades for switchbacks is 10% of the curve radius.
- 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

Purchaser 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

Purchaser 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

Purchaser 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.

Purchaser shall apply embankment widening equally to both sides of the road to achieve the required width.

4-14 ONE-FOOT EXCAVATION LIMIT

Purchaser shall not exceed a one-foot cut at centerline where side slopes are less than 15% unless approved by the Contract Administrator.

4-21 TURNOUTS

Purchaser 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 are subject to written approval by the Contract Administrator. Minimum dimensions are shown on the TYPICAL SECTION SHEET.

4-22 TURNAROUNDS

Purchaser shall construct turnarounds. Turnarounds must be no larger than 30 feet long and 30 feet wide. Locations are subject to written approval by the Contract Administrator.

4-25 DITCH CONSTRUCTION AND RECONSTRUCTION

Purchaser shall construct /reconstruct ditches into the subgrade as specified on the TYPICAL SECTION SHEET. Ditches must be constructed concurrently with construction of the subgrade.

4-28 DITCH DRAINAGE

Ditches must drain to cross-drain culverts or ditchouts.

4-29 DITCHOUTS

Purchaser shall construct ditchouts as identified and as directed by the Contract Administrator. 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.

4-55 ROAD SHAPING

Purchaser 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. Purchaser shall accomplish final shaping using a motor grader with a minimum of 175 horsepower.

4-56 DRY WEATHER SHAPING

At any time of year, 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.

4-62 DRY WEATHER COMPACTION

At any time of year, 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

Purchaser shall compact maintained road surfaces by routing equipment over the entire width.

SECTION 5 – DRAINAGE

5-1 REMOVAL OF SHOULDER BERMS

Purchaser shall remove berms from road shoulders. The construction of ditchouts is required where ponding could result from the effects of sidecast debris.

5-31 ROLLING DIP CONSTRUCTION

Purchaser shall construct rolling dips in accordance with the ROLLING DIP DETAIL and. Rolling dips must be installed concurrently with construction of the subgrade and must be maintained in an operable condition. A rolling dip will be installed every 400 feet or 10 feet in elevation change. Location of rolling dips are subject to approval by the contract administrator. Purchaser shall install rolling dips using a crawler tractor. Use of other equipment is not allowed without written approval of the Contract Administrator.

5-33 NATIVE SURFACE ROADS

If overwintered, native surface roads must be waterbarred by November 1. Purchaser shall construct waterbars according to the attached DRIVABLE WATERBAR DETAIL at a maximum spacing that will produce a vertical distance of no more than 10 feet between waterbars or between natural drainage paths, and with a maximum spacing of 300 feet.

SECTION 9 – POST-HAUL ROAD WORK

9-1 EARTHEN BARRICADES

Purchaser shall construct barricades in accordance with the EARTHEN BARRICADE DETAIL.

<u>Road</u>	<u>Stations</u>	<u>Comments</u>
Spur B	0+50	Install a series of 3 earthen barricades adjoining one another at the toe of the fill.

9-10 LANDING DRAINAGE

Purchaser shall provide for drainage of the landing surface.

9-20 ROAD DECOMMISSIONING

Purchaser shall decommission the following roads before the termination of this contract.

<u>Road</u>	<u>Stations</u>	<u>Type</u>
Spur B	0+00 to 17+25	Light Decommissioning

9-22 LIGHT DECOMMISSIONING

- Construct non-drivable waterbars according to the attached NON-DRIVABLE WATERBAR DETAIL at the locations where the road was previously water barred or tank trapped. Additional non-drivable waterbars shall be installed at a maximum spacing that will produce a vertical drop of no more than 10 feet between waterbars or as directed by the Contract Administrator.
- 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 road with earthen barricades in accordance with the attached EARTHEN BARRICADE DETAIL at locations listed in Clause 9-1 EARTHEN BARRICADES.

FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS

Cuts and Fills

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

Surface

- Grade and shape the road surface, turnouts, and shoulders to the original shape as directed, to provide a smooth, rut-free traveled surface and maintain surface water runoff in an even, unconcentrated manner.
- Blading shall not undercut the backslope or cut into geotextile fabric on the road.
- If required by the Contract Administrator, water shall be applied as necessary to control dust and retain fine surface rock.
- Surface material shall not be bladed off the roadway. Replace surface material when lost or worn away <, or as directed by the Contract Administrator>.
- Remove shoulder berms 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 and culverts 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.

Structures

- Repair culverts, bridges, gates, fences, cattle guards, signs, and other road structures as required because of purchaser use.

Preventative Maintenance

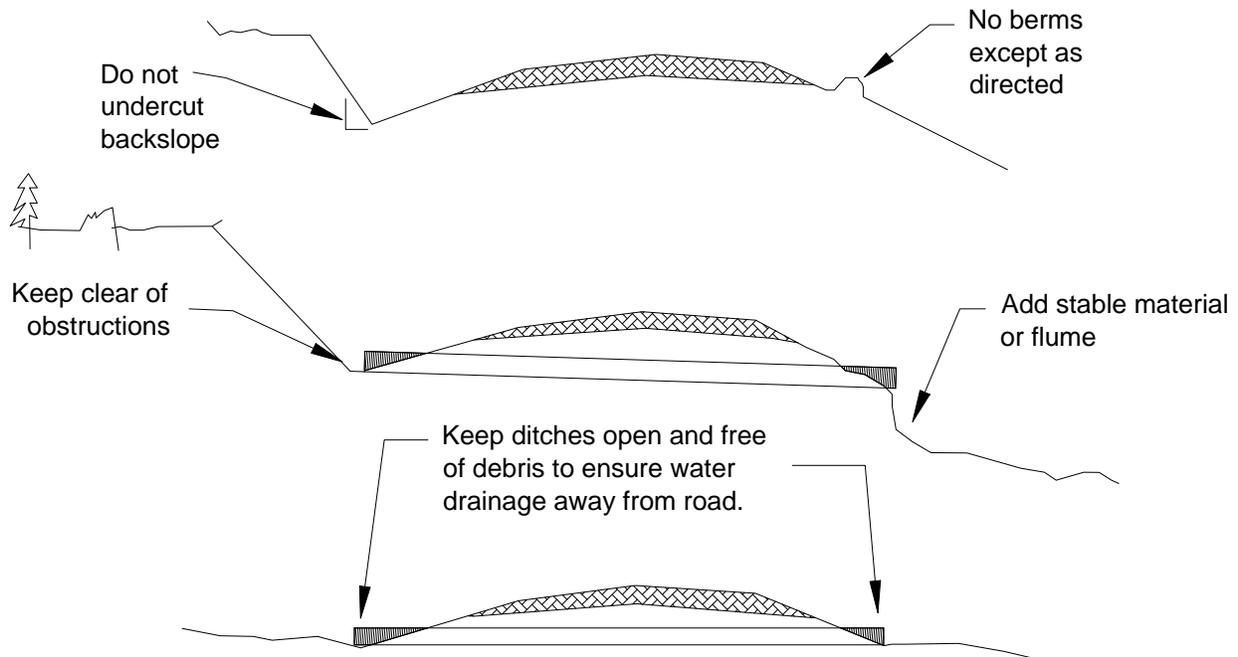
- Perform preventative maintenance work to safeguard against storm damage, such as blading to ensure correct runoff, ditch and culvert cleaning, and waterbar maintenance.

Termination of Use or End of Season

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

Debris

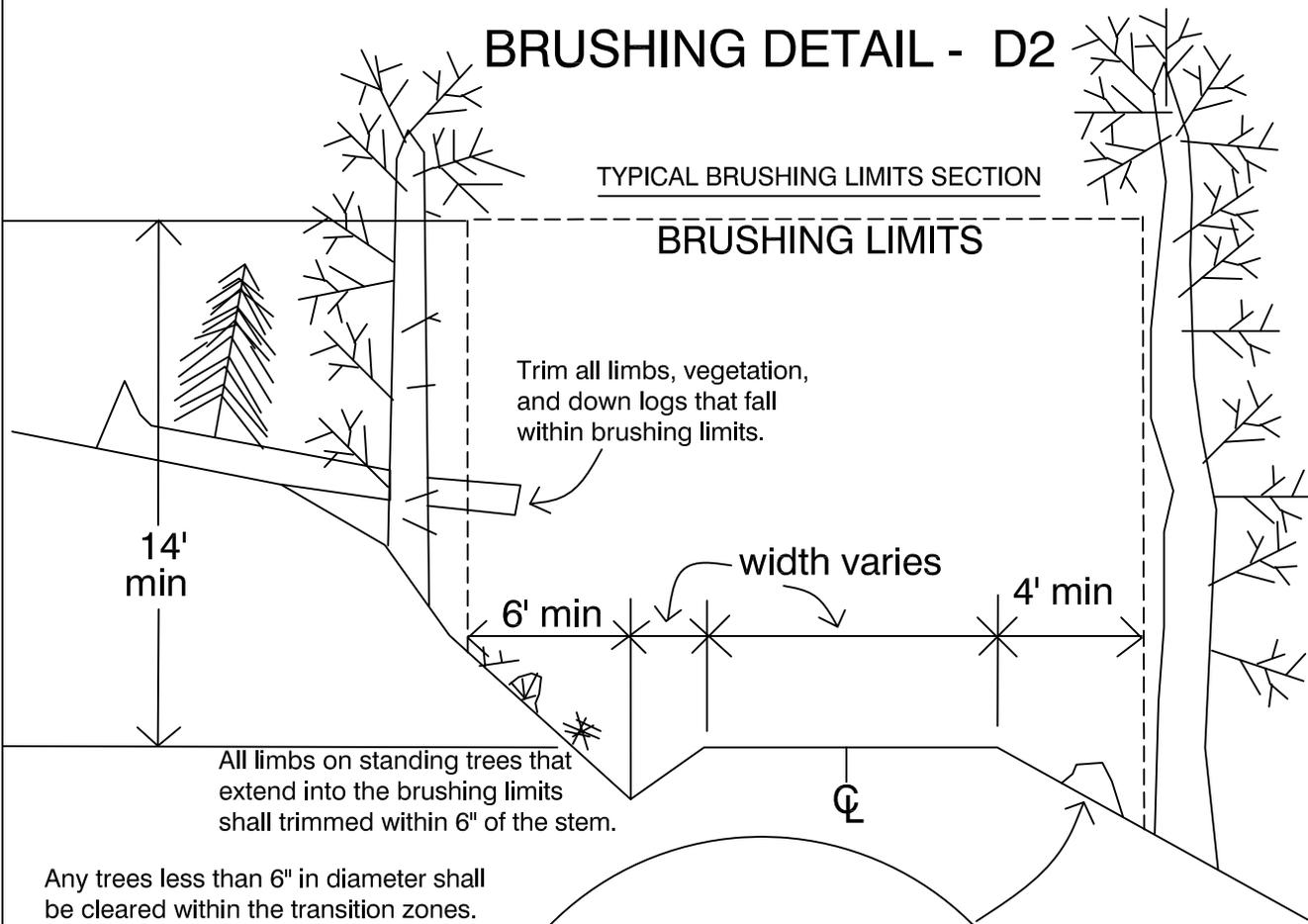
- Remove fallen timber, limbs, and stumps from the slopes, roadway, ditchlines, and culvert inlets.



BRUSHING DETAIL - D2

TYPICAL BRUSHING LIMITS SECTION

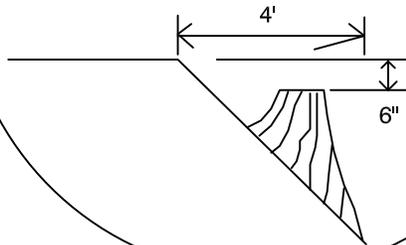
BRUSHING LIMITS



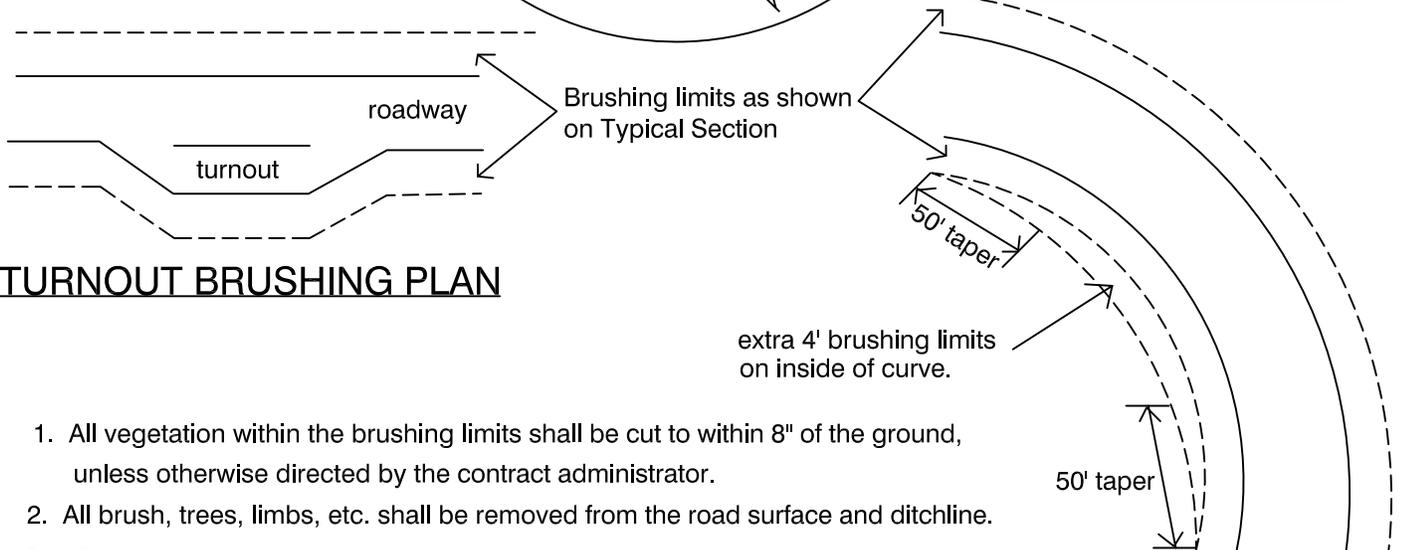
All limbs on standing trees that extend into the brushing limits shall be trimmed within 6" of the stem.

Any trees less than 6" in diameter shall be cleared within the transition zones.

Trim all stumps and vegetation within 4' of edge of road and in ditch to at least 6" below the elevation of the edge of road.



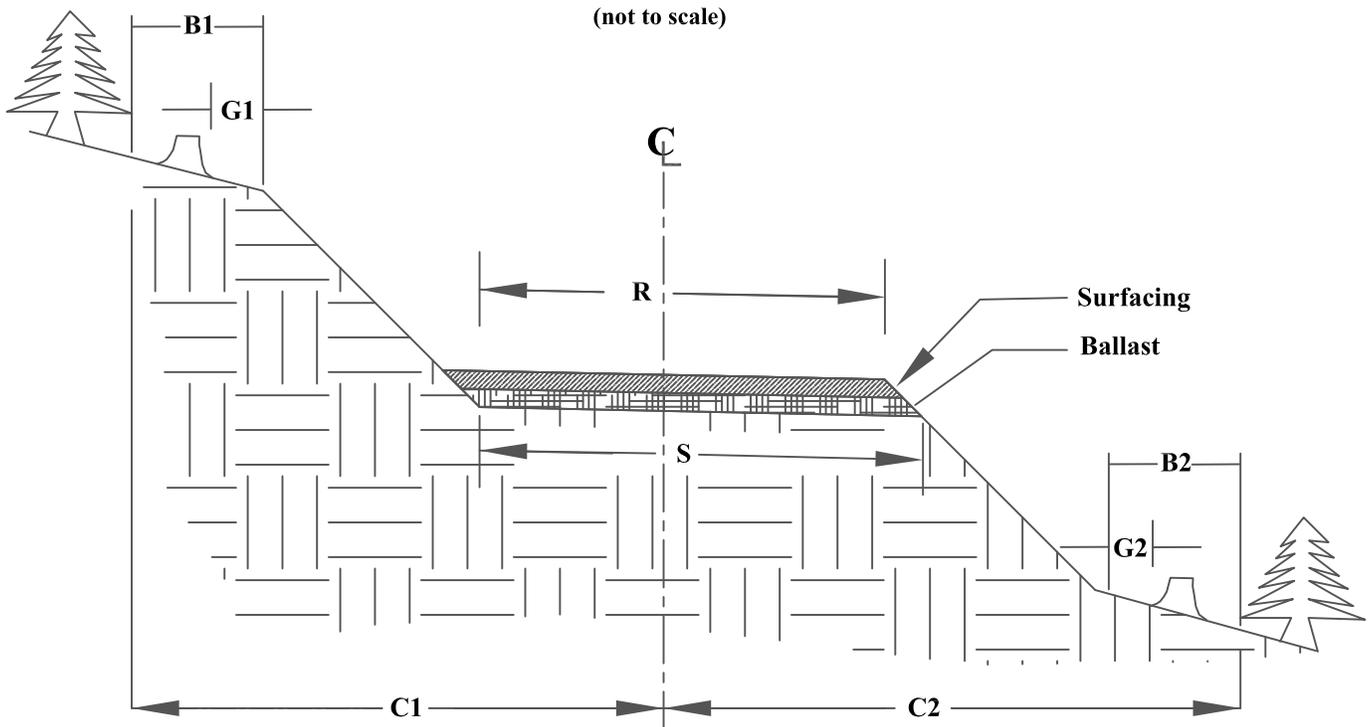
CURVE BRUSHING PLAN



TURNOUT BRUSHING PLAN

1. All vegetation within the brushing limits shall be cut to within 8" of the ground, unless otherwise directed by the contract administrator.
2. All brush, trees, limbs, etc. shall be removed from the road surface and ditchline.
3. All debris that may roll or migrate into the ditchline shall be removed.

OUTSLOPED ROAD CROSS-SECTION DETAIL D7



Drawn by: JBB 2/18/03

Revised: JE 12/20/2012

STANDARD 30° ROLLING DIP - D5

Note: Plan of dip shown is for an outsloped rolling dip. Dips may be either insloped or outsloped. When insloped, dips shall discharge into a culvert, drop inlet, overside drain, or drainage ditch. When outsloped, they shall discharge into an overside drain or on to natural ground.

The minum cross grade from "B" to "E" is 1% greater than the original road grade.

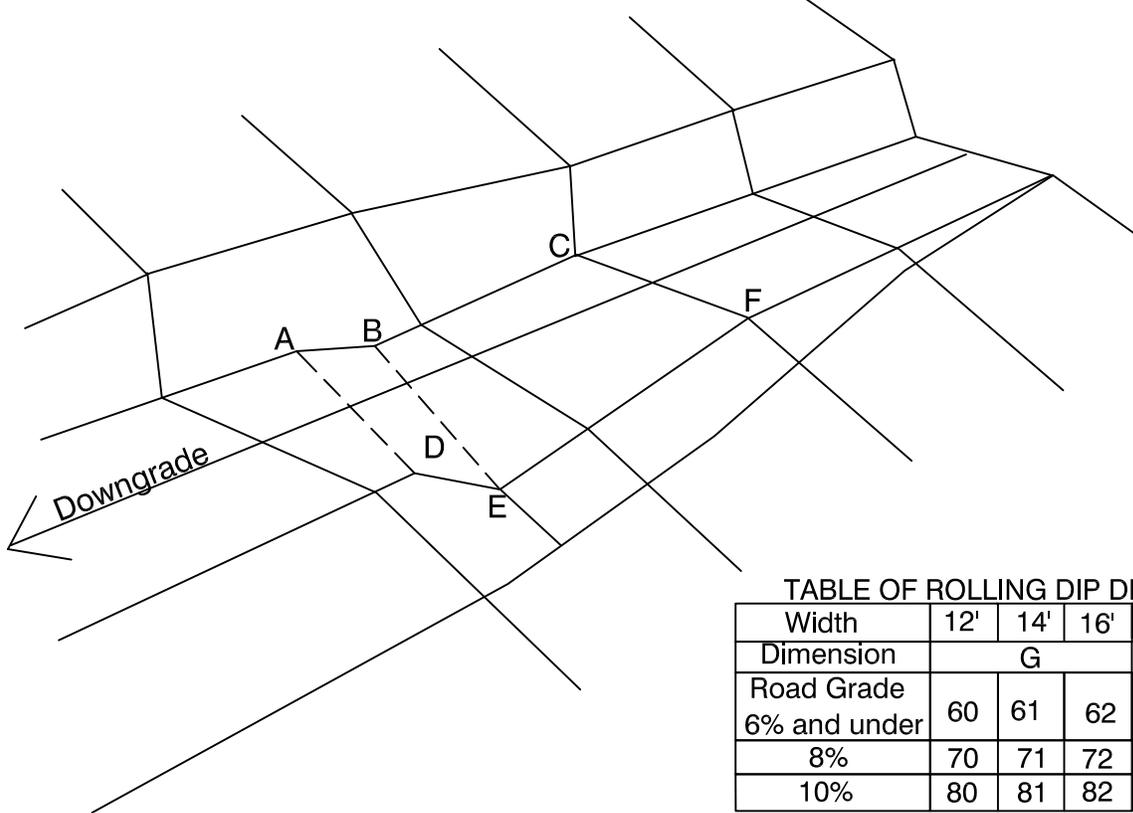
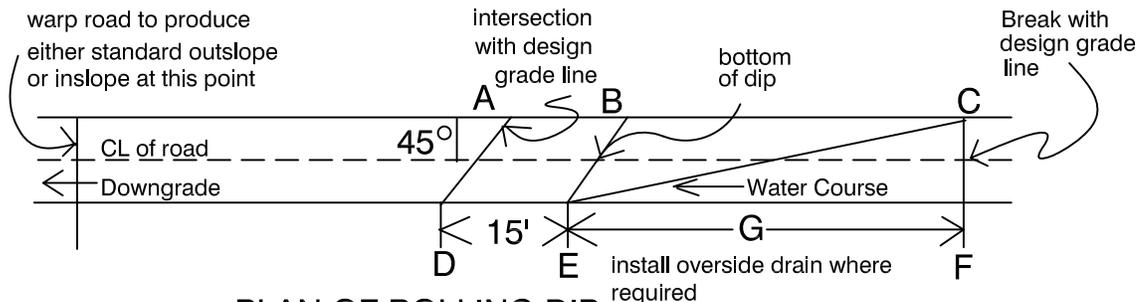
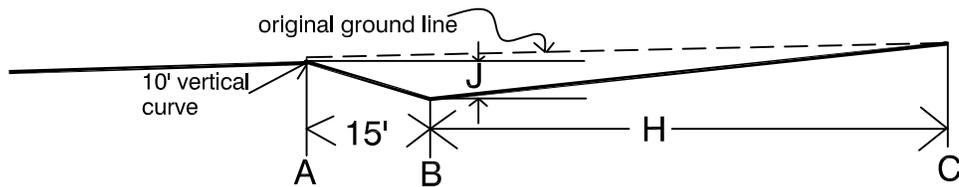


TABLE OF ROLLING DIP DIMENSIONS

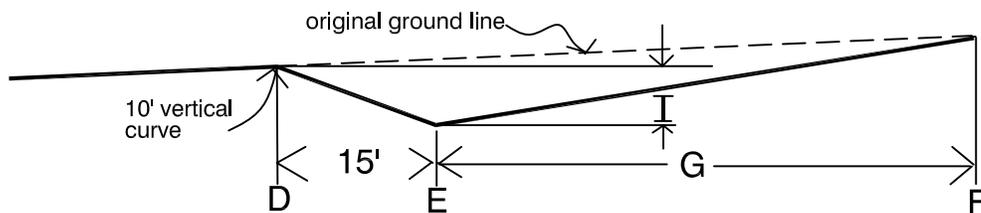
Width	12'	14'	16'	ALL		
Dimension	G			H	I	J
Road Grade						
6% and under	60	61	62	52	.8	0.3
8%	70	71	72	62	1.0	0.2
10%	80	81	82	72	1.1	0.1



PLAN OF ROLLING DIP



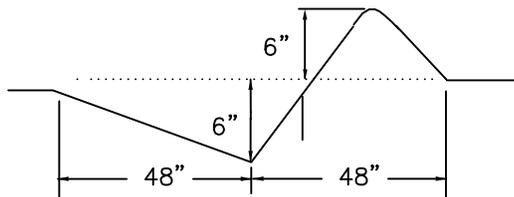
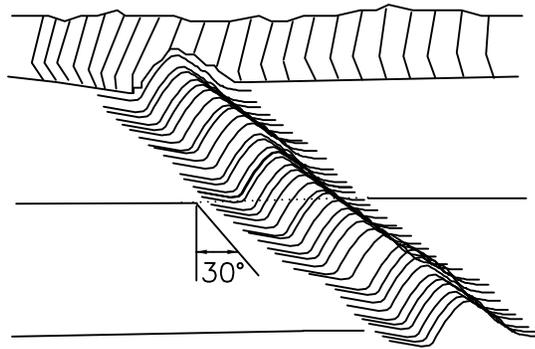
ROAD PROFILE ALONG A-B-C OF ROLLING DIP



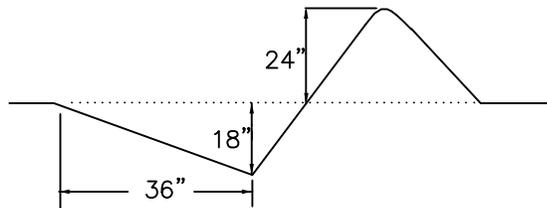
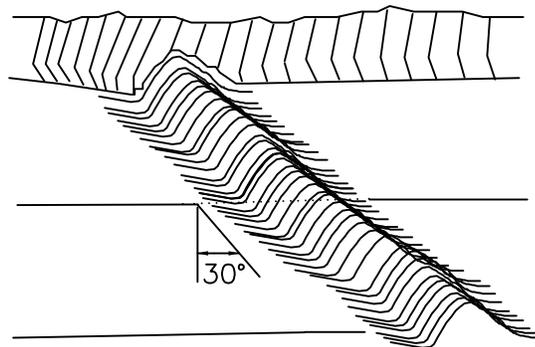
ROAD PROFILE ALONG D-E-F OF ROLLING DIP

WATERBAR DETAIL—D6

DRIVABLE WATERBAR



NON DRIVABLE WATERBAR

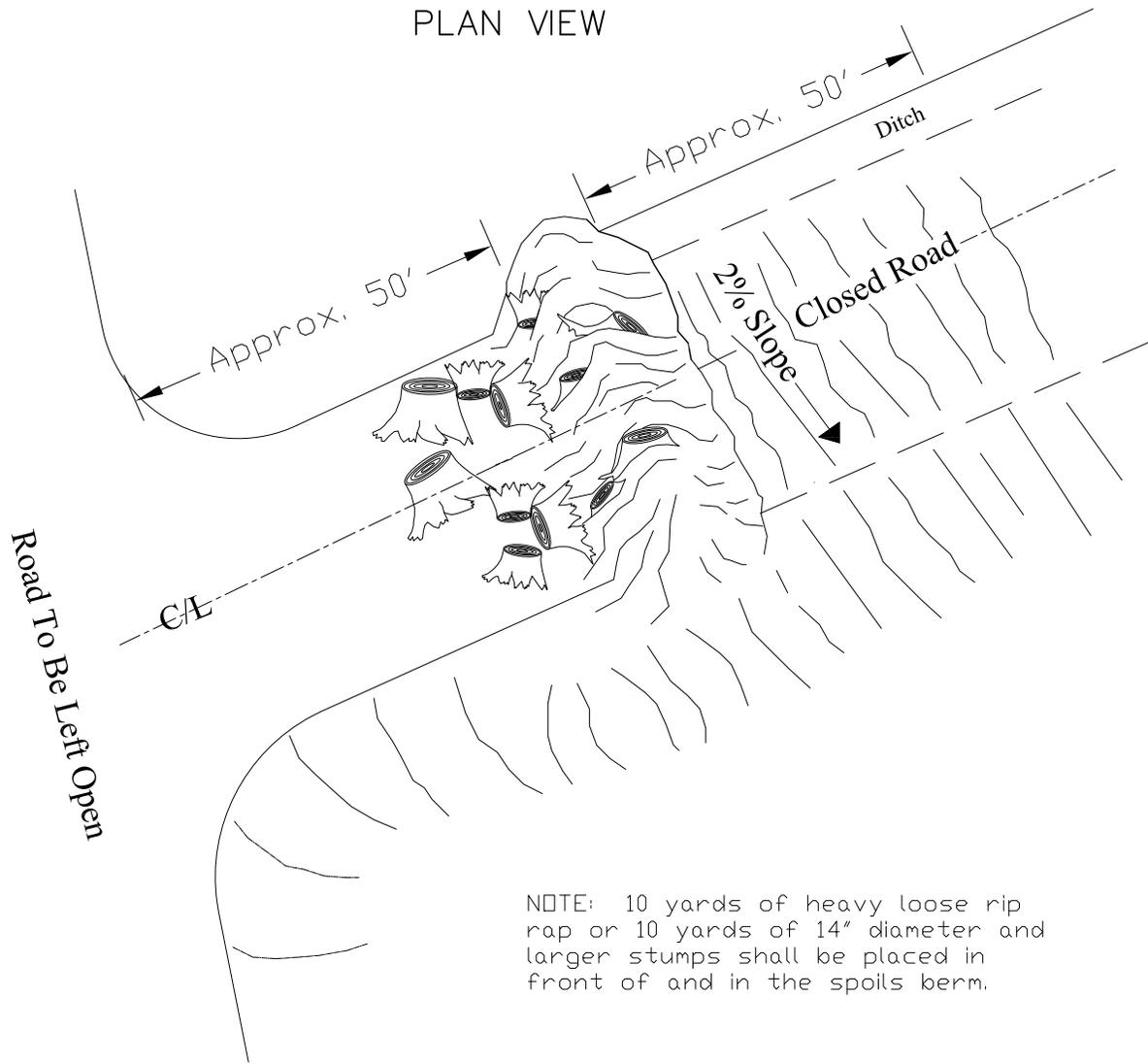


1. Waterbar construction for forest roads Specifications are average and may be adjusted to conditions.
2. Waterbar shall keyed into the bank.
3. The waterbar shall be outsloped for proper drainage.
4. Rock outlet if fill slope is present.

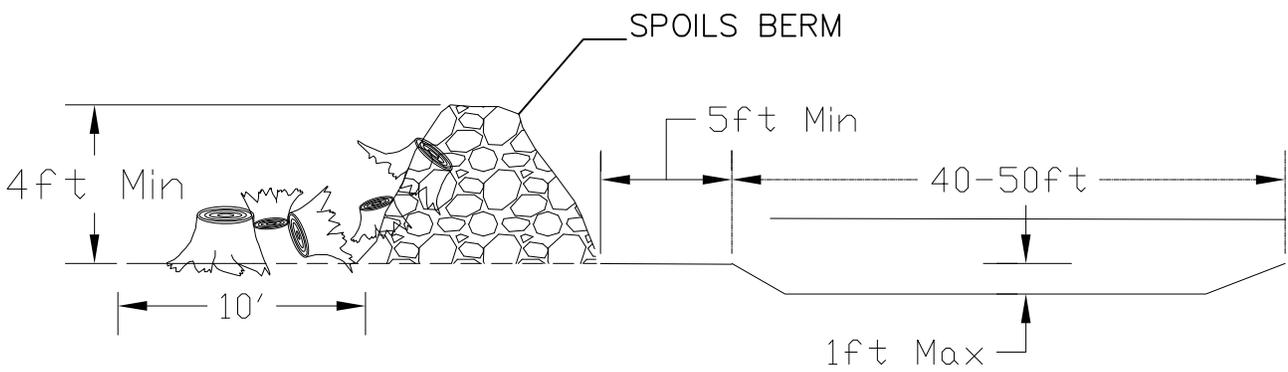
Revised: 05/21/2012

SPOILS BERM DETAIL-D8

PLAN VIEW



NOTE: 10 yards of heavy loose rip rap or 10 yards of 14" diameter and larger stumps shall be placed in front of and in the spoils berm.



Note: $\frac{1}{3}$ of stumps or rip rap shall be partially buried in the spoils berm and/or road surface.

Cruise Narrative

Sale Name: Crystal Falls	Region: Northeast
Agreement Number: 30-0	District: North Columbia
Lead Cruiser: Dan Griggs	Completion Date: 10/6/2015
Other Cruisers on sale: Jim Putnam	Legal: Section 20, T35 N, R41 E WM.

Unit Acreage Specifications:

Unit #	Gross Acres	Net Acres	Total Deletions	Existing Roads	Leave Tree Acres	Power Line	Other
1	57.76	55.74	2.02	2.02	0.00		
Total	57.76	55.74	2.02	2.02	0.00	0.00	0.00

Cruise Sample Design:

This timber sale was cruised using the **fixed plot** sampling method. The plots used were 1/20th acre (26.33' radius circle) all trees with the stump within the plot were cruised. Plot locations were created using a computer generated grid, and found using a hand held GPS unit.

Unit Number	Plot Size	Plot Dimension	Expansion Factor	Plot Grid	Number of Plots
1	1/20 th acre	26.33 foot radius	26.5	250x250	42
Total					42

Cruise Specifications:

Minor species cruise intensity:	We cruised all trees on plot, regardless of species.
Minimum top dib:	<p>Ponderosa pine and red cedar:</p> <p>Trees less than 17.5" DBH have a minimum top of 5.6" dib. Trees 17.6" and greater DBH have a minimum top dib of 40% of DOB at 16' or a 6" top whichever is greater.</p> <p>All other species:</p> <p>Trees less than 17.5" DBH have a minimum top of 4.6" dib. Trees 17.6" and greater DBH have a minimum top dib of 40% of DOB at 16' or a 6" top whichever is greater.</p>

Minimum dbh:	Ponderosa pine: 8.0 inches DBH All other species: 7.0 inches DBH
Log lengths:	Saw logs: 32 feet where possible, minimum of 12 feet Utility: 16 feet where possible, minimum of 12 feet
Take / Leave tree description:	Harvest all wind damaged or blowdown green conifers that meet the minimum cruise specifications.
Commercial species observed in sale area, but not in cruise:	Grand fir
Utility wood:	Comprised of non-board foot volume and volume below the minimum top diameter of 5" or 40% of DOB at 16' to a minimum of a 2.6" top.
Sort codes used	D – saw log, U – utility log
Species table used:	NE 2 inch
Grade table used:	Eastgrad

Field Observations:

Location:	Eastern Stevens County, 11 miles east of Colville, WA
Aspect:	East, South and West
Elevation:	2880 to 3280
Slope:	Unit 1 – 0% to 35%, Average 20%
Harvest Methods:	100% Ground base yarding with the longest skidding of 800 feet.
Stand Composition:	The stands are second growth Douglas-fir (69%) and Ponderosa Pine (18%) with a minor component of western larch (6%) and lodgepole pine (7%).
Stand Health:	Overall good health prior to wind event.
Timber Quality:	High quality except wind damage.
Other Considerations:	There is the possibility of some checking (due to length of time down) and some blue stain in the ponderosa pine.

Trust and Counties:

Washington State Parks and Recreation - 100%

Stevens County - 100%

Prepared by: Jim Putnam

Title: Timber Cruiser

CC: Timber Sales Document Center & File #

Species, Sort Grade - Board Foot Volumes (Project)

T35N R41E S20 Ty00U1 55.74

Project: **CRYSTAL**
Acres **55.74**

Page **1**
Date **10/8/2015**
Time **7:30:15AM**

Spp	S T	So rt	Gr ad	% Net BdFt	Bd. Ft. per Acre			Total Net MBF	Percent of Net Board Foot Volume								Average Log				Logs Per /Acre		
					Def%	Gross	Net		Log Scale Dia.				Log Length				Ln Ft	Dia In	Bd Ft	CF/ Lf			
									4-5	6-11	12-16	17+	12-20	21-32	33-55	56-99							
DF	D	2		5		205	205	11			100				100				32	13	215	1.47	1.0
DF	D	3		65	2.1	2,452	2,400	134		100				100					32	8	97	0.71	24.8
DF	D	4		29	2.6	1,090	1,062	59	61	39			34	66					23	5	30	0.30	35.2
DF	U	UT		1	55.6	43	19	1	100					75	25				19	3	5	0.13	3.8
DF Totals				69	2.8	3,790	3,686	205	18	76	6		10	90					26	7	57	0.50	64.8
PP	D	4		33	19.3	395	319	18		100			15	85					27	14	168	1.57	1.9
PP	D	5		67	15.5	767	648	36		100			12	88					26	8	62	0.63	10.5
PP Totals				18	16.8	1,162	967	54		67	33		13	87					26	9	78	0.78	12.4
WL	D	3		73		219	219	12		100				100					32	8	92	0.60	2.4
WL	D	4		27	10.5	90	81	5	76	24			29	71					24	5	28	0.33	2.9
WL Totals				6	3.1	310	300	17	21	79			8	92					28	7	57	0.47	5.2
LP	D	3		75	10.0	333	300	17		81	19		25	75					28	9	79	0.64	3.8
LP	D	4		23	5.0	95	90	5	84	16			21	79					26	5	32	0.30	2.9
LP	U	UT		2		5	5	0	100				100						14	3	10	0.12	.5
LP Totals				7	8.8	433	395	22	20	65	14		25	75					26	7	55	0.49	7.1
Totals					6.1	5,695	5,348	298	15	74	11		12	88					26	7	60	0.54	89.5

TC PSTATS		PROJECT STATISTICS						PAGE	1	
		PROJECT CRYSTAL						DATE	10/8/2015	
TWP	RGE	SC	TRACT	TYPE	ACRES	PLOTS	TREES	CuFt	BdFt	
35N	41E	20	CRYSTAL FALL	00U1	55.74	42	99	S	E	
		PLOTS	TREES	TREES PER PLOT	ESTIMATED TOTAL TREES	PERCENT SAMPLE TREES				
TOTAL		42	99	2.4						
CRUISE		28	99	3.5	2,628	3.8				
DBH COUNT										
REFOREST										
COUNT										
BLANKS		14								
100 %										
STAND SUMMARY										
	SAMPLE TREES	TREES /ACRE	AVG DBH	BOLE LEN	REL DEN	BASAL AREA	GROSS BF/AC	NET BF/AC	GROSS CF/AC	NET CF/AC
DOUG FIR	74	35.2	12.7	53	8.7	30.9	3,790	3,686	860	860
P PINE	13	6.2	16.8	58	2.3	9.6	1,162	967	250	250
LP PINE	7	3.3	12.2	59	0.8	2.7	433	395	91	91
W LARCH	5	2.4	12.8	64	0.6	2.1	310	300	68	68
TOTAL	99	47.1	13.3	54	12.4	45.3	5,695	5,348	1,269	1,269
CONFIDENCE LIMITS OF THE SAMPLE										
68.1 TIMES OUT OF 100 THE VOLUME WILL BE WITHIN THE SAMPLE ERROR										
CL	68.1	COEFF	SAMPLE TREES - BF			# OF TREES REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10	
DOUG FIR		59.7	6.9	97	105	112				
P PINE		66.3	19.1	126	156	186				
LP PINE		59.5	24.2	90	119	147				
W LARCH		57.9	28.8	90	126	162				
TOTAL		62.7	6.3	106	113	121	157	80	39	
CL	68.1	COEFF	TREES/ACRE			# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10	
DOUG FIR		143.9	22.2	27	35	43				
P PINE		280.8	43.3	4	6	9				
LP PINE		322.3	49.7	2	3	5				
W LARCH		275.3	42.5	1	2	3				
TOTAL		118.1	18.2	39	47	56	558	285	139	
CL	68.1	COEFF	BASAL AREA/ACRE			# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10	
DOUG FIR		148.9	23.0	24	31	38				
P PINE		282.6	43.6	5	10	14				
LP PINE		331.3	51.1	1	3	4				
W LARCH		304.8	47.0	1	2	3				
TOTAL		114.3	17.6	37	45	53	523	267	131	
CL	68.1	COEFF	NET BF/ACRE			# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10	
DOUG FIR		147.5	22.8	2,847	3,686	4,525				
P PINE		305.4	47.1	511	967	1,422				
LP PINE		310.4	47.9	206	395	585				
W LARCH		314.5	48.5	154	300	446				
TOTAL		113.1	17.5	4,414	5,348	6,281	512	261	128	
CL	68.1	COEFF	V BAR/ACRE			# OF PLOTS REQ.		INF. POP.		
SD:	1.0	VAR.%	S.E.%	LOW	AVG	HIGH	5	7	10	
DOUG FIR		143.8	22.2	92	119	146				
P PINE		300.8	46.4	53	101	149				
LP PINE		290.9	44.9	76	145	215				

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

T35N R41E S20 Ty00U1 55.7

Project CRYSTAL
Acres 55.74Page No 1
Date: 10/8/2015
Time 7:30:16AM

Species	Total	Total	Total	Net Cubic Ft/		CF/ LF	Total CCF		Total MBF	
	Trees	Logs	Tons	Tree	Log		Gross	Net	Gross	Net
DOUG FIR	1,964	3,610	1,366	24.40	13.28	0.49	479	479	211	205
P PINE	345	690	335	40.36	20.18	0.78	139	139	65	54
LP PINE	186	398	122	27.40	12.79	0.47	51	51	24	22
W LARCH	133	292	91	28.64	13.02	0.46	38	38	17	17
Totals	2,628	4,990	1,914	26.92	14.18	0.53	708	707	317	298

Wood Type Species	Total	Total	Total	Net Cubic Ft/		CF/ LF	Total CCF		Total MBF	
	Trees	Logs	Tons	Tree	Log		Gross	Net	Gross	Net
C	2,628	4,990	1,914	26.92	14.18	0.53	708	707	317	298
Totals	2,628	4,990	1,914	26.92	14.18	0.53	708	707	317	298

Log Stock Table - MBF

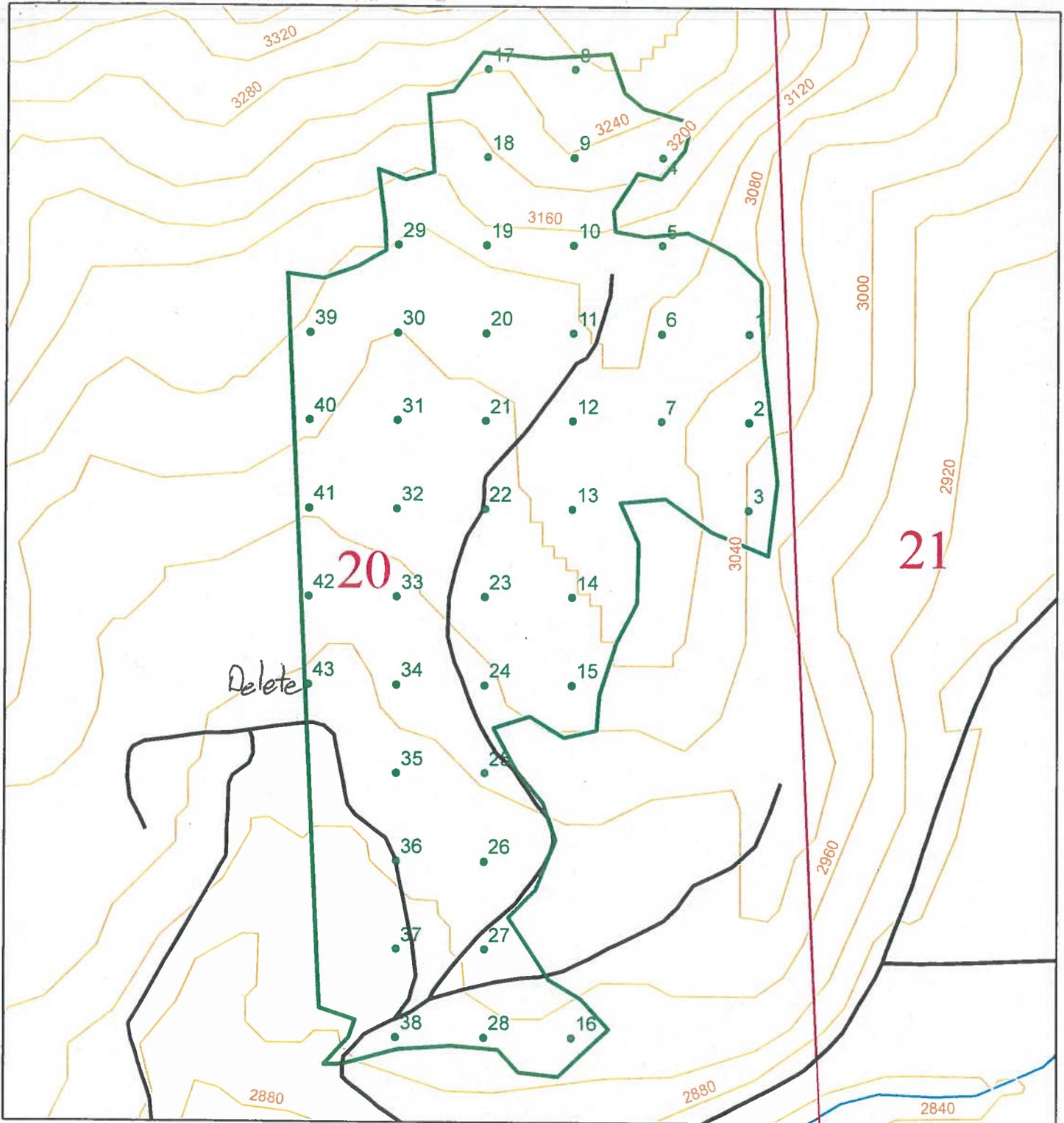
T35N R41E S20 Ty00U1 55.74

Project: CRYSTAL
Acres 55.74

Page 2
Date 10/8/2015
Time 7:30:16AM

Spp	S T	So rt	Gr de	Log Len	Gross MBF	Def %	Net MBF	% Spc	Net Volume by Scaling Diameter in Inches										
									2-4	5-6	7-10	11-12	13-14	15-16	17-18	19-20	21-23	24-29	30-39
WL		Totals			17	3.1	17	5.6		5	8	4							
LP		D	3	14	1		1	4.8			1								
LP		D	3	20	3		3	14.5					3						
LP		D	3	32	14	13.0	12	56.6		1	11								
LP		D	4	16	1		1	2.4		1									
LP		D	4	20	1		1	2.4		1									
LP		D	4	24	1		1	3.6		1									
LP		D	4	30	1		1	4.8		1									
LP		D	4	32	2	11.1	2	9.6		2									
LP		U	UT	14	0		0	1.2		0									
LP		Totals			24	8.8	22	7.4		0	6	12		3					
Total		All Species			317	6.1	298	100.0		1	79	163	31	19	5				

TC		PSTNDSUM										Stand Table Summary					Page	1				
												Date:	10/8/2015									
		T35N R41E S20 Ty00U1 55.74										Project CRYSTAL					Time:	7:30:17AM				
												Acres 55.74					Grown Year:					
S Spc T	DBH	Sample Trees	Tot		Trees/ Acre	BA/ Acre	Logs Acre	Average Log		Tons/ Acre	Net Cu.Ft. Acre	Net Bd.Ft. Acre	Totals									
			FF 16'	Av Ht				Net Cu.Ft.	Net Bd.Ft.				Tons	Cunits	MBF							
DF	7	1	79	23	.476	.14	.48	3.2	20.0	.04	2	10	2	1	1							
DF	8	3	82	57	1.429	.50	1.43	7.1	40.0	.29	10	57	16	6	3							
DF	9	6	80	50	2.857	1.26	3.81	6.7	25.0	.73	25	95	41	14	5							
DF	10	11	80	62	5.238	2.86	8.57	7.7	29.4	1.87	66	252	104	37	14							
DF	11	11	80	66	5.238	3.46	9.52	9.0	38.5	2.45	86	367	136	48	20							
DF	12	6	80	76	2.857	2.24	5.71	10.9	48.3	1.78	62	276	99	35	15							
DF	13	11	80	76	5.238	4.83	10.48	12.8	58.2	3.83	135	610	214	75	34							
DF	14	9	79	74	4.286	4.58	8.57	15.4	65.6	3.76	132	562	210	74	31							
DF	15	5	80	77	2.381	2.92	4.76	18.9	79.0	2.56	90	376	143	50	21							
DF	16	7	80	80	3.333	4.65	7.14	20.3	82.7	4.13	145	590	230	81	33							
DF	17	1	81	88	.476	.75	1.43	17.1	80.0	.69	24	114	39	14	6							
DF	18	2	81	93	.952	1.68	2.38	24.2	110.0	1.64	58	262	91	32	15							
DF	20	1	79	66	.476	1.04	.48	53.2	240.0	.72	25	114	40	14	6							
DF	Totals	74	80	69	35.238	30.92	64.76	13.3	56.9	24.50	860	3,686	1,366	479	205							
PP	8	1	81	27	.476	.17	.48	3.0		.04	1		2	1								
PP	12	1	79	68	.476	.37	.95	7.3	15.0	.17	7	14	9	4	1							
PP	13	1	79	70	.476	.44	.48	19.0	60.0	.22	9	29	12	5	2							
PP	14	1	81	75	.476	.51	.95	12.5	40.0	.29	12	38	16	7	2							
PP	15	1	83	106	.476	.58	1.43	11.6	56.7	.40	17	81	22	9	5							
PP	16	1	83	78	.476	.66	.95	18.6	70.0	.43	18	67	24	10	4							
PP	17	1	83	100	.476	.75	.95	23.9	85.0	.55	23	81	30	13	5							
PP	18	2	79	76	.952	1.68	1.90	22.1	80.0	1.01	42	152	57	23	8							
PP	19	2	84	77	.952	1.88	1.90	23.2	100.0	1.06	44	190	59	25	11							
PP	21	1	86	76	.476	1.15	.95	32.7	145.0	.75	31	138	42	17	8							
PP	23	1	85	106	.476	1.37	1.43	32.2	123.3	1.11	46	176	62	26	10							
PP	Totals	13	82	78	6.190	9.57	12.38	20.2	78.1	6.00	250	967	335	139	54							
LP	10	3	81	76	1.429	.78	2.38	9.7	48.0	.55	23	114	31	13	6							
LP	11	1	81	75	.476	.31	.95	10.4	40.0	.24	10	38	13	6	2							
LP	12	1	81	72	.476	.37	1.43	8.0	33.3	.27	11	48	15	6	3							
LP	15	1	83	78	.476	.58	.95	20.6	75.0	.47	20	71	26	11	4							
LP	16	1	85	100	.476	.66	1.43	19.1	86.7	.66	27	124	37	15	7							
LP	Totals	7	82	79	3.333	2.72	7.14	12.8	55.3	2.19	91	395	122	51	22							
WL	8	1	86	104	.476	.17	.95	6.0	35.0	.14	6	33	8	3	2							
WL	10	1	83	96	.476	.26	.95	9.5	45.0	.22	9	43	12	5	2							
WL	13	1	77	65	.476	.44	.95	11.1	30.0	.25	11	29	14	6	2							
WL	15	1	83	102	.476	.58	1.43	14.7	70.0	.51	21	100	28	12	6							
WL	16	1	83	84	.476	.66	.95	22.8	100.0	.52	22	95	29	12	5							
WL	Totals	5	82	90	2.381	2.11	5.24	13.0	57.3	1.64	68	300	91	38	17							
Totals		99	80	72	47.143	45.32	89.52	14.2	59.7	34.33	1,269	5,348	1,914	707	298							



Crystal Falls

LAYER NAME:	u1.shp	Township:	T35R41E
POLY ID:	1	Total Sample Points:	43
Acres:	58	Spacing Between Points:	250
		Point Rotation Degrees:	0



Scale 1:4,800

Legend

- Sample Points
- Unit
- Public Land Survey Sections
- Contours 40 foot

**WASHINGTON STATE PARKS AND RECREATION COMMISSION
SEALED BID FORM**

Sale Name Crystal Falls State Park

Agreement Number TS 517-040

hereby submits the following bid for timber.

(Print full, legal company name)

(Street address, City, State, Zip Code)

(Phone Number)

Lump Sum Bid (Not Including Fees) \$ _____ **For Total Sale**

Weight Scale Sale Bid (Not Including Fees) \$ _____ / Ton

Scribner Scale Sale Bid (Not Including Fees) \$ _____ / MBF

BID DEPOSIT

Bid Deposit Amount: \$ _____

Bid Deposit Type:

- Cash, certified check, cashiers check, or money order
- Per Sale Bid Bond
- Statewide Bid Bond, Number

Within 30 days of confirmation date the successful bidder agrees to furnish Performance Security acceptable to the State in the amount specified on the Notice of Sale. Performance Security must guarantee performance of all provisions of the contract and payment of any damages caused by operations under the contract or resulting from the successful bidders noncompliance with any rule or law.

Bidder's Warranty and Bid Signature

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

(Signature of Authorized Representative submitting this bid) Date _____

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

Note: all sales are subject to confirmation by the Chief Financial Officer of the Washington State Parks and Recreation Commission.