



## COMPETITIVE SOLICITATION REQUEST FOR BID PROPOSALS

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### RFP 325-418 NISQUALLY STATE PARK FOREST HEALTH THINNING CONTRACT HARVEST

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**BRIEF DESCRIPTION:** The Washington State Parks and Recreation Commission (State Parks) is seeking bids from contract harvesters, logging firms, operators of logging equipment, or any firms, business, or individuals to thin trees on approximately 189 acres in Nisqually State Park located at 43371 Mashel Prairie Road, Eatonville, WA 98328. Pierce County. FPA No. 2423981.

**Bids are due: Wednesday, November 13, 2024, by 1:00 PM, PST.**

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**ELECTRONIC BID RESPONSES ONLY:** Bid responses will only be accepted electronically via Email/Email Attachment to [BidBox@parks.wa.gov](mailto:BidBox@parks.wa.gov). (PDF scan encouraged). See Section 5.1 – Submission of Responses for expanded details.

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**Procurement Coordinator:** Jacob Eckmann, [contracts@parks.wa.gov](mailto:contracts@parks.wa.gov)

**Email Inquiries to:** [contracts@parks.wa.gov](mailto:contracts@parks.wa.gov)

- See also (special communication instructions) §2.1, §2.3, §2.4.

WA State's Official Bid Notification System: Bidders are responsible for properly registering in the Washington's Electronic Business Solutions (WEBS) system, <https://fortress.wa.gov/ga/webs/> and downloading the solicitation document and all appendices and incorporated documents related to this solicitation. WEBS Registration Information:

<https://des.wa.gov/services/contracting-purchasing/doing-business-state/webs-registration-search-tips>.

WEBS is the system of record for this competition. Alternatively, you can also access the bid documents for reference purposes at [www.parks.wa.gov/contracts](http://www.parks.wa.gov/contracts) by clicking on the State Purchasing link. However, please note that the official channel for notifications and updates is through WEBS and any RFP addenda, amendments or Bidders' questions-&-answers will only be provided to those bidders who have registered with WEBS. Failure to do so may result in a Bidder having incomplete, inaccurate, or otherwise inadequate information.

It is each Bidder's responsibility to fully read and understand all provisions of this RFP. If a Bidder does not fully understand any portion of this RFP, the Bidder should contact the Procurement Coordinator.

It is the responsibility of each Bidder to carefully read, understand, and follow all of the instructions contained in this RFP and all amendments hereto.

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## **1 INFORMATION ABOUT THE PROCUREMENT**

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This section describes the purpose of the competitive solicitation and provides information about this procurement, including the potential scope of the opportunity.

### **1.1 ACQUISITION AUTHORITY**

RCW 79A.05.225 authorizes the Washington State Parks and Recreation Commission (State Parks) to manage timber and land under its jurisdiction to maintain and enhance aesthetic and recreational values.

Under the authority of RCW 79A.05.225 State Parks may directly negotiate and enter into agreements. While competition is not required it is also not prohibited and State Parks is choosing to perform a competition to help determine which service provider (a.k.a. Contractor) is in the best interest of State Parks.

This process ensures fairness, transparency, and accountability in procurement. By following these guidelines, we seek to obtain the best value for the state while maintaining the integrity of our procurement practices. All bidders must meet specified criteria and demonstrate their ability to fulfill contract requirements. The evaluation will consider both the price and the bidder's ability to perform the contract effectively and efficiently.

### **1.2 PURPOSE OF THE PROCUREMENT – AWARD A CONTRACT**

The purpose of this Competitive Solicitation is to procure the services of qualified harvesters, logging firms, operators of logging equipment, or any firms, businesses, or individuals to perform forest health thinning work on 189 acres at Nisqually State Park. The site is located approximately 4 miles west of Eatonville, WA. Nisqually State Park is located at 43371 Mashel Prairie Road, Eatonville, WA 98328.

#### **SALE AREA DESCRIPTION AND PRODUCTS SOLD**

The sale area is approximately 189 acres in four separate units located within Sections 29, 20, 21, 19, Township 16 North, Range 4 East, W.M. Refer to the map below. There are no typed streams with the sale area, but there are typed streams within the park in the vicinity. There are buried and aboveground utilities within utility right-of-ways in the sale. There are existing hiking trails within the sale area with no special harvest requirements, but trails on the property should be crossed perpendicular to the trail at designated skid trail locations to minimize damage. There are areas adjacent to the sale area where active construction of new park facilities is occurring. Coordination with other contractors working in the park on the use of park roads and protection of facilities under construction is required. There will be other workers onsite that will require additional notifications and work site controls by the selected operator. The sale area will be closed to the general public during active work and there will be required notifications and additional site controls to protect public safety. The steepest slope within the sale is approximately 15% however the vast majority of the sale area has slopes that are under 5% and all operations for this contract will be ground-based. Sale boundaries are marked with pink "Timber Harvest Boundary" flagging. Leave tree areas known as "skips" are marked with orange flagging around their perimeter and may have no harvest or equipment entry. Patch clearcuts known as "gaps" are marked with blue flagging around their perimeter and all eligible species should be removed in these openings. Sample marking areas of all cut/take trees within the sale are marked with blue paint. The contractor will be expected to implement a cutting prescription across the sale area following a set of written instructions based on species, diameter, spacing, and general tree selection guidelines. Sample marking areas are there to be used as a reference for

the cutting prescription. Pre-work training and regular compliance visits will be used to help ensure the operator implements the prescription accurately across the sale area.

The goals of this harvest operation are to:

- A. Thin the stand from below to reduce the basal area by approximately 27-40% and concentrate the site growth potential on fewer healthy dominate/co-dominate trees.
- B. Create variable spacing amongst retained trees and increase stand structural complexity.
- C. Promote tree species diversity by retaining and releasing species not eligible for harvest.
- D. Minimize soil disturbance and the introduction of weedy species across the harvest area.
- E. Remove hazard trees that threaten visitor and staff safety, park property, utility infrastructure, and public roadways.

This RFP includes the materials in **Exhibit B**: Nisqually Logging Operations Map and **Exhibit C**: Forest Practices Application/Notification #2423981, and **Exhibit D**: Nisqually Road Plan and ARWO Rates Worksheet.

### 1.3 PRE-BID FIELD TOUR

Prospective bidders are strongly advised to visit the sale area prior to bidding. Meetings/tours for potential contractors may be arranged by contacting David Cass, Agency Forester at (360) 902-8606 or [david.cass@parks.wa.gov](mailto:david.cass@parks.wa.gov).

### 1.4 ESTIMATED LOG VOLUMES AND APPRAISED VALUE

Solicitations will be accepted and considered from all bidders capable of meeting the sale requirements, but it is the desire of State Parks to have this work completed as a Cut-to Length (CTL) operation and preference will be given to operators using CTL equipment and methods.

Agreement #	Sort #	Species and Sort Specifications*	Estimated Volume		Tons Per MBF
			Mbf	Tons	
TBD	1	Douglas-fir 5"+ DIB (Sawlogs)	1881	***	7.5
TBD	2	Black Cottonwood 6"+ DIB (Sawlogs)	61	***	7.8
TBD	3	Conifer Utility 2"+ DIB (Pulplogs)	***	426	9
TBD	4	Hardwood Utility 2"+ DIB (Pulplogs)	***	incidental	9

\*Products are reported by size specifications and are not to be construed as log grades.

**MBF** = thousand board-feet Scribner volume, **DIB** = small end diameter inside bark.

**Allocation:** Export Restricted. Log sale purchasers must pay timber excise tax. For more information contact the Dept. of Revenue Forest Tax Section at 1-800-548-8829

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**Unit of measure:** Sawlogs = MBF, Pulp = tons. Contract harvest bids shall be per unit measure (MBF or tons) for sawlogs and pulp separately. Log sale bids shall be camprun prices per unit measure (MBF or tons) for sawlogs by species and tonnage prices for pulp.

## **1.5 LOG DELIVERY AND ROAD WORK REQUIREMENTS**

Log purchaser is responsible for weighing and scaling costs. All tonnage loads will be weighed and all mbf loads will be scaled at State approved locations. State Parks reserves the right to determine where logs are authorized to be scaled and weighed.

### **Anticipated log delivery date of November 15, 2024, to June 30, 2025.**

No new road construction is needed other than temporary landing spurs. However, pre-haul and post-haul maintenance and improvement is needed on some existing roads in order to facilitate hauling and equipment use. The scope of this road improvement is anticipated to include up to 5,000 feet of prehaul/posthaul maintenance and up to 800 ft of temporary spur construction and abandonment. At one location a dirt berm and several large rocks need to be removed to reopen access to an abandoned road. Road maintenance and improvement is a biddable item and is described in the Road Plan (**Exhibit D**). Required road work items are fixed to the stations listed in the table and the total should reflect total cost for completing all stations for that item, including materials. Not all road work in the road plan is expected to be needed and all road work must be approved by State Parks prior to being completed. Potential harvesters are highly encouraged to assess the current road conditions within the park prior to bid.

## **1.6 PERIOD OF PERFORMANCE**

The period of performance of any contract(s) resulting from this RFP is tentatively scheduled to begin on or about **November 15, 2024, and expire on June 30, 2025**. State Parks reserves the right to shut down operations to prevent unacceptable damage to State Parks resources. Thereafter, via mutual negotiation, State Parks and the Bidder may extend the contract for other periods of time up to a total duration of five years.

## **1.7 REQUIREMENTS**

Bidder must be registered to do business in the state of Washington (hold a Universal Business Identifier (UBI)). If awarded the contract, the successful bidder must obtain a UBI number within 24 hours to avoid being considered nonresponsive.

## **1.8 WASHINGTON STATE PROCUREMENT PRIORITIES & PREFERENCES**

State Parks will apply the following Washington State procurement priorities and preferences to this Competitive Solicitation which, as set forth in Section 5.3, will impact the evaluation of bids for this Competitive Solicitation:

- Washington Small Business and/or Certified Veteran-Owned Business: 20 points

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## **2 DEADLINES, PREBID CONFERENCE, QUESTIONS AND PROCUREMENT SCHEDULE**

This section identifies important deadlines for this Competitive Solicitation, where to direct questions regarding the Competitive Solicitation, and the process for potential amendments or modifications to the Competitive Solicitation.

### **2.1 COMMUNICATION REGARDING THIS COMPETITION**

All communication should be directed to the State Parks Contracts and Grants Program (CGP) via the Procurement Coordinator's email listed on the face page. Contacting other State Parks staff may result in disqualification. Only responses posted on WEBS are official; all other communications are unofficial and nonbinding. State Parks reserves the right to amend this solicitation.

### **2.2 PREBID CONFERENCE**

Bidders are invited to a virtual prebid conference via Microsoft Teams, where they can ask questions and request changes. Interested bidders must RSVP to [contracts@parks.wa.gov](mailto:contracts@parks.wa.gov) by the date specified in Section 2.5 – Procurement Schedule, with the bid identification number and "RSVP" in the subject line (e.g., "**RFP # RSVP**"). A meeting link will be sent the next day. The conference date and time are also in Section 2.5.

Attendees should not display video and keep their microphones muted if not speaking. If the conference fails or you have additional questions, send them by 3 PM (PST) on the same day. Responses will be posted on WEBS. State Parks is not responsible for technical issues or participation failures. Questions raised at the pre-bid conference and during the Q&A period will be answered and responses posted to WEBS.

State Parks reserves the right to amend and modify this Competitive Solicitation.

### **2.3 QUESTION AND ANSWER PERIOD**

Bidders may ask questions at any time, but responses must be posted on WEBS before the bid's due date to allow bidders to respond. The final day for questions to receive a formal response is in Section 2.5 – Procurement Schedule.

Send questions to [contracts@parks.wa.gov](mailto:contracts@parks.wa.gov) with the bid identification number and "Question" in the subject line (e.g., "**RFP # Question**"). Only responses posted on WEBS are official; all other communications are unofficial and nonbinding.

### **2.4 COMPLAINT PERIOD**

Bidders should first address concerns during the Question-and-Answer period. If a complaint is necessary, refer to Section 2.5 – Procurement Schedule for the Complaints Period. Complaints outside this period will not be considered. Send complaints to [contracts@parks.wa.gov](mailto:contracts@parks.wa.gov) with the bid identification number and "Complaint" in the subject line (e.g., "**RFP # Complaint**"). Failure to mark correctly may result in the complaint being missed. Responses will be posted on WEBS; only these responses are official.

Bidders must follow these procedures for complaints to be considered. Complaints must be in writing, sent to the Procurement Coordinator before the deadline, to the specified email address, and with the correct subject line. The complaint must state its basis and propose a remedy

Only complaints that fall into the categories below and stipulate an issue of fact shall be considered:

- The solicitation unnecessarily restricts competition.
- The solicitation evaluation or scoring is unfair or flawed; or
- The solicitation requirements are inadequate or insufficient to prepare a response.

## 2.5 PROCUREMENT SCHEDULE

Any stated time is Pacific Time Zone (local time).

Activity	Due Dates	Time
RSVP Prebid Conference	<b>10/16/2024</b> See additional details in Section 2.2 – Prebid Conference.	COB
Prebid Conference	<b>10/17/2024</b> See additional details in Section 2.2 – Prebid Conference	10:30AM-11:00AM PST
Question Period	<b>09/26/2024 – 11/04/2024</b> See additional details in Section 2.3 – Question and Answer Period.	NA
Answer Period	<b>09/26/2024 – 11/08/2024</b> , anticipated but may take longer. All Answer Responses will be posted on WEBS. See Section 2.3 – Question and Answer Period	
Complaint Period	<b>10/17/2024 – 11/04/2024</b> See additional details in Section 2.4 – Complaint Period. Complaints received before or after the Complaint period will not be considered.	NA
Bidder's Response – <b>Deadline</b>	<b>11/13/2024</b> See also: Section 4 - Responses – Required Content, Format, and Scoring. See also Section 4.1 Checklist of Required Submittals	<b>1:00PM</b> <b>PST</b>
Oral Presentations	The Oral Presentation criteria and instructions will be provided by email to the short-listed firms, if needed. (OPTIONAL)	
Announcement of Apparent Successful Bidder (ASB)	After the Bid's due date (deadline to submit bid responses) and following the evaluation, the state will Announce the Apparent Successful Bidder (ASB). See additional details in Section 7.1 – Announcement of Apparent Successful Bidder.	
Debriefing of Bidders	The Bidder wanting a Debrief must request a Debrief within three business days following the day of the Announcement of Apparent Successful Bidder (ASB). See additional details in Section 7.3 – Debriefing of Bidders	
Protest	The DEBRIEFED Bidder wanting to submit a protest must submit a Protest within five business days following the day of the Debrief. See additional details in Section 7.4 - Protests	



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### 3 SPECIAL TERMS

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This section outlines special terms for this Competitive Solicitation that bidders will need to review and adhere to in order to comply with the requirements.

#### 3.1 ADVANCED PAYMENT PROHIBITION

Payment is based on provided goods and services only, following proper documentation and invoicing. No payment will be made for non-designated goods or services. Per Washington's Constitution Article 8, Section 5, progress payments are allowed, but no payment will be made before work is completed, delivered, and accepted. This includes deposits and security deposits.

#### 3.2 PAYMENT FOR WORK

State Parks shall make payments to the Contractor for services required and approved including log hauling and roadwork calculated according to the terms in the Harvesting Services Contract. The Contractor is responsible for independently negotiating, procuring, and paying for all subcontractor services provided.

Depending on the project bid structure defined in section 3.2 of this RFP, payment will be calculated using:

- The Contractor's On-Board Truck (OBT) bid rate per TON or MBF for logs harvested and delivered for sort(s) 1 through 3.
- Payments to the Contractor for hauling services shall be based upon the TONS delivered multiplied by: a base rate, 'A' and 'C mile rates', a fuel index factor and the Contractor's hauling bid factor using the following formula:

Hauling Services Payment Rate per Ton

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

Base Rate = \$2.35

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

Mileage Rate = ((\$.16 x C miles) + (\$.11 x A miles)) x (Fuel Index Factor)

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

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

Where; Q(base) = Average fuel price for quarter preceding Quote due date.

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

The fuel index factor will be calculated each:

1. January and apply to loads delivered between January 1 and March 31,
2. April and apply to loads delivered between April 1 and June 30,
3. July and apply to loads delivered between July 1 and September 30,
4. October and apply to loads delivered between October 1 and December 31.

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Hauling Rate Example for each sort dependent upon total mileage to purchaser using contractor's haul bid factor:

Base Rate = \$2.35

C miles = 10

A miles = 100

Fuel Index Factor = 1.000

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

Contractor's hauling bid factor = 1.100

Hauling Services Payment Rate per TON for each sort dependent upon total mileage to purchaser using contractor's haul bid factor:

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

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

= \$16.45

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

- With prior approval by the State and toll/ferry receipt provided, reimbursement of toll/ferry costs incurred for transporting logs.
- Payment amounts for fixed-rate road construction elements are based upon the rates established by the State and listed in the Harvesting Services Contract. When applicable, payment amounts for biddable road construction elements will be in accordance with the rates listed in Contractor's Road cost proposal provided as an attachment to the official bid form.

### **3.3 BUSINESS STRUCTURE & EMPLOYEES (Compliance with Law)**

State Parks may require proof that your firm is legally licensed and compliant with all business and employee-related laws, including taxes, licenses, and employee insurance, during bid evaluation, contract execution, or the contract's duration. State Parks may contact any necessary entity to validate compliance. Additionally, they may require information verifying your business structure and employment status. Failure to provide timely information may result in bid rejection or contract termination. Non-compliance with laws and regulations may also lead to bid rejection or contract termination. Information is available from state agencies such as the Department of Revenue, Labor and Industries, Secretary of State, and Employment Security Department.

### **3.4 THE RESULTING CONTRACT AND ITS TERMS AND CONDITIONS**

A draft contract is provided at the end of the competition document to help bidders understand State Parks' typical terms and conditions. Any resulting contract will include these terms and conditions. Bidders should review the sample, assess the risks and rewards, and bid accordingly. Selected bidders (Apparent Successful Bidders or ASB) often try to negotiate terms, but such negotiations will likely not be entertained. Bidders should consider all risks when forming their bid response.

Each Bidder's submission of its Response confirms that Bidder's consent to these terms and conditions.

## 4 RESPONSES - REQUIRED CONTENT, FORMAT, AND SCORING:

This section describes the information required for the Competitive Solicitation and outlines how your bid will be scored. Additionally, bidders must review and adhere to the Competitive Solicitation requirements, including those detailed in the exhibits, which specify the information that must be provided for a bid to be considered responsive.

### 4.1 CHECKLIST OF REQUIRED SUBMITTALS

The following list in the table in this subsection identifies the content that must be included in each responsible submission (Bidder's bid response). Any response that does not contain all of these items may be rejected as non-responsive. Each item is discussed in more depth in the sections following the Table.

#	Submittal	Scored by Points and/or Low Price and/or Pass/Fail	For Reference: See Appendix Or Section	Bidder Mark if Provided (failure to provide as instructed may result in bid rejection)
1	Bidder's Certifications (form provided, must be signed)	Pass/Fail	Appendix A, Section 4.2 Section 9.1	
2	Bidder's Profile (form provided)	Pass/Fail	Appendix B, Section 4.3 Section 9.2	
3	Bid Price (form provided, must be signed)	Up to 60 points	Appendix C, Section 4.4 Section 9.3	
4	Statement of Available Resources, Operating Schedule, and Work Plan (form provided)	Up to 20 points	Appendix D, Section 4.5 Section 9.4	
5	Washington Small Business and/or Certified Veteran-Owned Business (self-authored)	20 points	Section 4.6 Section 5.3	
7	Diverse Business Inclusion Plan – Subcontractors (form provided)	Pass/Fail Required if using subcontractors	Appendix E, Section 4.7 Section 9.5	

**Total points available are 100, with a minimum of 60 points required for a bid to be considered responsive.** If a Washington Small Business or Certified Veteran-Owned Business does not meet the minimum points, the bid will be deemed non-responsive and rejected.

The table serves multiple purposes:

1. Specifies the submittals bidders must provide to State Parks in their bid response.
2. Acts as a checklist to ensure all required materials are included.
3. If State Parks does not provide a form, the bidder must "self-author" a response to fulfill the requirement.

The table also indicates whether submittals will be scored based on points, low price, or pass/fail and provides a courtesy reference linking the submittal to other sections of the document.

**Submittal Evaluation Criteria:** General Evaluation Continuum. Submittals identified in Sections 4.4, and 4.5 will be reviewed along with Supportive Information, and separately scored.

Bidder demonstrates renowned experience and/or the least or no risk, and/or ideal fit for what is being sought by State Parks <b>(most points)</b>	Bidder demonstrates considerable experience, and/or some minor risk, and/or a close but not ideal fit for what is being sought by State Parks.	Bidder demonstrates solid experience, and/or mild risk, and/or fair fit for what is being sought by State Parks.	Bidder demonstrates adequate experience, and/or medium risk, and/or mediocre fit for what is being sought by State Parks.	Bidder demonstrates limited experience, and/or high risk, and/or poor fit for what is being sought by State Parks. <b>(low points)</b>	Bidder demonstrates no experience, and/or grave risk, and/or a bad fit for what is being sought by State Parks <b>(no points)</b>
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**4.2 (APPENDIX A) – BIDDER’S CERTIFICATIONS, ASSURANCES, AND WAIVER**

A FORM is provided for this part of your bid response. See APPENDIX A – Bidder’s Certification, Assurances, and Waiver.

The Certifications must be executed as written in Appendix A. Failure to execute the Appendix in its official form will result in the Bidder’s Proposal being disqualified.

Appendix A – Bidder’s Certifications is evaluated on a pass/fail basis.

The certification **must** be signed and submitted by a duly authorized representative for the bidder.

**4.3 (APPENDIX B) – BIDDER’S PROFILE**

A FORM is provided for this part of your bid response. See APPENDIX B – Bidder’s Profile.

The Bidder’s Profile provides general information about the bidder and/or its corporate entity. It is important to fully read the Bidder’s Profile, as there may be additional pages that the bidder must self-author and attach, depending on the bidder’s response.

Appendix B – Bidder’s Profile must be substantively completed and is evaluated on a pass/fail basis.

Note: The Bidder’s Profile must be complete. Where there are choices, the bidder **must** check a box.

**4.4 (APPENDIX C) – BID PRICE**

FORMS are provided for this part of your bid response. See APPENDIX C – Bid Price.

Submit the Bid Price form. It **must** be signed and dated by a person authorized to legally bind the Bidder to a contractual relationship, e.g., the president or executive director of a corporation, the managing partner of a partnership, or the proprietor of a sole proprietorship.

This part of the bid response is **scored up to 60 points**.

The evaluation process is designed to award this procurement not necessarily to the Bidder of least cost, but rather to the Bidder whose proposal best meets the requirements of this RFP. Bidders are encouraged, however, to submit bids which are consistent with state government efforts to conserve state resources.

Bidders are required to collect and pay Washington State taxes as applicable

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**4.5 (APPENDIX D) - STATEMENT OF AVAILABLE RESOURCES, OPERATING SCHEDULE, AND WORK PLAN**

A FORM is provided for this part of your bid response. See APPENDIX D – Statement of Available Resources and Work Plan.

This portion of the bid response is **scored up to 20 points**, based on the level of detail you provide regarding the activities you will undertake to execute forest health thinning. The evaluation will consider the greatest return to State Parks, the use of CTL equipment and methods, your ability to complete the project within the specified operating window, and a pro rata assessment for other bidders

**4.6 WASHINGTON SMALL BUSINESS AND/OR CERTIFIED VETERAN-OWNED BUSINESS**

Bidder this part of your bid response is self-authored by you, no form is provided.

- **Title this “4.6 WA Small Business/Veteran Owned Business Certification”.**

State Parks, in accordance with Washington law, encourage small and diverse businesses to compete for and participate in state procurements as contractors and as subcontractors.

Include proof of certification issued by the Washington State Department of Veteran Affairs or self-certify as a small business through WEBS at the time of competition. You may also include proof of certification from the Washington State Office of Minority & Women’s Business Enterprises (OMWBE), though no points will be awarded for OMWBE certification. If you are a small business registered in Washington's Electronic Business Solution (WEBS), we will verify your registration to determine eligibility.

This part of the bid response is **scored 20 points**.

**4.7 (APPENDIX E) – DIVERSE BUSINESS INCLUSION PLAN – SUBCONTRACTORS**

A FORM is provided for this part of your bid response. See APPENDIX E – Diverse Business Inclusion Plan – Subcontractors.

Appendix E – Diverse Business Inclusion Plan - Subcontractor is evaluated on a pass/fail basis.

REQUIRED ONLY if Bidder will be using subcontractors to perform the Contract: This exhibit outlines the inclusion plan for diverse business subcontractors pertaining to the Contract.

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## 5 RESPONSES – PREPARATION, SUBMISSION REQUIREMENTS AND PREFERENCES

This section identifies how to prepare and submit your bid for this Competitive Solicitation. By responding to this Competitive Solicitation and submitting a bid, bidders acknowledge having read and understood the entire Competitive Solicitation and accept all information contained within this Competitive Solicitation.

### 5.1 SUBMISSION OF RESPONSES

Bids must be complete, legible, signed, and follow all instructions stated in the Competitive Solicitation (including the appendices, and exhibits). Unless otherwise specified in writing by documents included with an electronic bid must be prepared in MS Word, MS Excel, or Adobe PDF. Where required to do so, bidders may sign using either a physical or electronic signature.

Bidder's electronic bid must be emailed to the Procurement Coordinator at the following email address: [BidBox@parks.wa.gov](mailto:BidBox@parks.wa.gov). The email subject line should include the bid identification number, "Bid," and your company name (e.g., "**RFP # Bid ACME**"). Ensure the email, including attachments, is less than 30MB. It's recommended to keep it under 25MB. Zipped files are not accepted. All responses and any accompanying documentation become the property of State Parks and will not be returned.

State Parks will send an automatic acknowledgment of bid receipt. This acknowledgment does not determine the bid's responsiveness. If the bidder does not receive an acknowledgment within a reasonable time, it is the bidder's responsibility to contact State Parks for confirmation.

**VERIFICATION:** Bidders are welcome to contact the State Parks Contracts and Grants Program team (CGP) to see if your bid response was received, however, this process works best if there's enough time between the date and time submitted and the bid's due date deadline. Send verification requests to:

[contracts@parks.wa.gov](mailto:contracts@parks.wa.gov)

The email subject line should include the bid identification number, "Verification," and your company name (e.g., "**RFP # Verification ACME**")

**CAUTION:** Submit your bid response early as a safeguard against any technological slow-down or delays. Bids received after the deadline for any reason, no matter the cause, regardless of responsibility, will be rejected.

***--- Late submissions will be considered non-responsive and may be rejected. ---***

### 5.2 RESPONSE LAYOUT REQUIREMENTS

The Bidder's bid response should be logically assembled so that the evaluators can easily understand what they are reading and relate what they are reading back to the competition document's requirement. Evaluators appreciate landmarks or references using the competition document's section numbers and section titles. One mistake that Bidders make is that they have a previously prepared statement or materials that don't precisely relate to the competition document's individual requirement (it wasn't tailored or designed for the requirement), or that the previously prepared statement (or material) is supposed to relate to two or more requirements of the competition document. That can be confusing and may result in a negative impact to the evaluation of the Bidder's bid response.

**NOTE:** If evaluators cannot easily identify the statement/material or cannot easily link it to the competition's section reference, requirement, or question the statement/material may be misunderstood, disregarded, or may negatively impact the evaluation of the response.

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### 5.3 WASHINGTON STATE PROCUREMENT PRIORITIES & PREFERENCE

The following Washington State procurement priorities and preferences apply to this Competitive Solicitation:

WASHINGTON SMALL BUSINESSES AND/OR CERTIFIED VETERAN-OWNED BUSINESSES. In furtherance of Washington's business inclusion goals State Parks will evaluate bids for best value and will provide a bid preference in the amount of 20 points to any bidder who certifies.

- **WASHINGTON SMALL BUSINESS.** Bidder is a Washington Small Business as defined in RCW 39.26.010. To qualify as a Washington Small Business, Bidder must meet three (3) requirements:
  - Location. Bidder's principal office/place of business must be located in and identified as being in the State of Washington. A principal office or principal place of business is a firm's headquarters where business decisions are made and the location for the firm's books and records as well as the firm's senior management personnel.
  - Size. Bidder must be owned and operated independently from all other businesses and qualify as one of the following:
    - Bidder Qualifies as a Small Business – i.e.,
    - Bidder has fifty (50) or fewer employees; or
    - Bidder has an annual gross revenue of less than \$7,000,000 as reported on Bidder's federal income tax return or its return filed with the Washington State Department of Revenue over the previous three (3) consecutive years.
    - Bidder Qualifies as a Mini business – i.e., Bidder has an annual gross revenue of less than \$3,000,000, but \$1,000,000 or more, as reported on Bidder's federal income tax return or its return filed with the Washington State Department of Revenue.
    - Bidder Qualifies as a Microbusiness – i.e., Bidder has an annual gross revenue of less than \$1,000,000 as reported on Bidder's federal income tax return or its return filed with the Washington State Department of Revenue.
  - WEBS Certification. Bidder must have certified its Washington Small Business status in Washington's Electronic Business Solution (WEBS).
- **CERTIFIED VETERAN-OWNED BUSINESS.** Bidder is a Certified Veteran-Owned Business under RCW 43.60A.190. To qualify as a Certified Veteran-Owned Business, Bidder must meet four (4) requirements:
  - 51% Ownership. Bidder must be at least fifty-one percent (51%) owned and controlled by:
    - (a) A veteran as defined as every person who at the time he or she seeks certification has received a discharge with an honorable characterization or received a discharge for medical reasons with an honorable record, where applicable, and who has served in at least one of the capacities listed in RCW 41.04.007;
    - (b) A person who is in receipt of disability compensation or pension from the department of veterans affairs; or

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- (c) An active or reserve member in any branch of the armed forces of the United States, including the national guard, coast guard, and armed forces reserves.
  - Washington Incorporation/Location. Bidder must be either an entity that is incorporated in the state of Washington as a Washington domestic corporation or, if not incorporated, an entity whose principal place of business is located within the State of Washington.
  - WEBS Certification. Bidder must have certified its Veteran-Owned Business status in Washington's Electronic Business Solution (WEBS).
  - WDVA Certification. Bidder must have provided certification documentation to the Washington Department of Veterans' Affairs (WDVA) and be certified by WDVA and listed as such on WDVA's website (WDVA – Veteran-Owned Businesses)



## 6 EVALUATION AND AWARD

This section identifies how bids for this Competitive Solicitation will be evaluated.

### 6.1 ORAL PRESENTATION (OPTIONAL)

Oral presentations, if deemed necessary by State Parks, may be used to select the winning response. State Parks reserves the right, at its sole discretion, to invite the top-scoring firms from the written evaluation to participate in an oral presentation. The top-scoring firms will be contacted to schedule a date, time, and location for the presentation. All key personnel must participate in the oral presentation. The Procurement Coordinator will reach out to the bidder(s) to arrange a date and time and will provide further instructions. Any commitments made by the Contractor during the oral presentation will be considered binding.

There will be a maximum of 100 points awarded based on bidder's demonstration. All points will be cumulative. The oral presentation will determine the apparently successful bidder.

### 6.2 ORAL PRESENTATIONS EVALUATION CRITERIA (OPTIONAL)

Oral Presentation Evaluation Criteria	Maximum Possible Point Total
Organization: - Management Plan	25 points
Project Management: - Project Scheduling	25 points
Expertise - Understanding of this project	25 Points
Experience - Relevant Past Projects	25 Points
<b>TOTAL:</b>	<b>100 Points</b>

Points for Oral Presentation will be determined according to the following guidelines, and weighted appropriately:

Bidder demonstrates renowned experience (5 points)	Bidder demonstrates considerable experience (4 points)	Bidder demonstrates solid experience (3 points)	Bidder demonstrates adequate experience (2 points)	Bidder demonstrates limited experience (1 points)	Bidder demonstrates no experience (0 points)
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### 6.3 BID RESPONSIVENESS

All Responses received by the stated deadline will first be reviewed by the Procurement Coordinator to ensure that the Responses appear to contain the information required in this competition document. Only Bid Responses that meet the requirements will be forwarded for further substantive review. Any Response that does not appear to contain all of the required information or any Bidder who does not meet the mandatory qualifications will be rejected as non-responsive and will be removed from further evaluation. However, the Procurement Coordinator has the right to waive minor informalities, and/or seek clarification

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if confused provided that neither alters the content of the Response. A bidder's failure to provide requested clarification within five (5) business days may result in disqualification.

State Parks reserves the right to: (1) Waive any informality (State Parks reserves the right to determine the actual level of Bidders' compliance with the requirements specified in this competition and to waive informalities in a bid). An informality is an immaterial variation from the exact requirements of the competition, having no effect or merely a minor or negligible effect on quality, quantity, or delivery of the supplies or performance of the services being procured.; (2) Reject any or all bids, or portions thereof; (3) Cancel the Competitive Solicitation and may re-solicit bids; and/or (4) Negotiate with the lowest responsive and responsible Bidder(s) (or Bidder with the most points) to determine if such bid can be improved. If, after a reasonable period of time, State Parks, in its sole judgement, cannot reach agreement on acceptable Contract terms with such bidder, State Parks may suspend negotiations and undertake negotiations with the next highest scored responsive, responsible bidder as determined by the evaluations.

#### **6.4 BIDDER RESPONSIBILITY ANALYSIS**

For responsive bids, State Parks must determine whether the bidder is a 'responsible bidder.' In determining bidder responsibility, State Parks must consider the following statutory elements:

- a) The bidder's ability, capacity, and skill to perform the contract or provide the service required;
- b) The bidder's character, integrity, reputation, judgment, experience, and efficiency;
- c) Whether the bidder can perform the contract within the time specified;
- d) The bidder's performance quality pertaining to previous contracts or services;
- e) The bidder's compliance with laws relating to the contract or services;
- f) Whether, within the three-year period immediately preceding the date of the Competitive Solicitation, the bidder has been determined by a final and binding citation and notice of assessment issued by the Washington State Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW; and
- g) Such other information as may be secured having a bearing on the decision to award the Contract.

See RCW 39.26.160(2)(a)-(g). In addition, State Parks may consider the following:

- Best Value Criteria:
  - a) Whether the bid satisfies the needs of the state as specified in the solicitation documents;
  - b) Whether the bid encourages diverse contractor participation;
  - c) Whether the bid provides competitive pricing, economies, and efficiencies;
  - d) Whether the bid considers human health and environmental impacts;
  - e) Whether the bid appropriately weighs cost and noncost considerations; and
  - f) Life-cycle cost.

See RCW 39.26.160(3)(a)-(f).

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- Financial Information: State Parks may request financial statements, credit ratings, references, record of past performance, clarification of bidder's offer, on-site inspection of bidder's or subcontractor's facilities, or other information as necessary to determine bidder's capacity to perform and the enforceability of bidder's contractual commitments. Failure to respond to these requests may result in a bid being rejected as non-responsive.
  - References: State Parks reserves the right to use references to confirm satisfactory customer service, performance, satisfaction with service/product, knowledge of products/service/industry and timeliness. Any negative or unsatisfactory reference can be reason for rejecting a bidder as non-responsible.

#### **6.4.1 REJECTED BIDS/BIDDERS & REJECTION NOTIFICATION & REJECTION RESPONSE**

This Rejection Response process is not governed by Washington's Administrative Procedures Act (APA), RCW 34.05, nor does it confer any additional rights above and beyond what the Bidder already enjoys as a taxpayer. The purpose of this process is to allow State Parks to correct evaluation process errors and problems before a contract is executed.

State Parks will perform a preliminary evaluation which is largely procedural. See Section 6.7.1 - Preliminary Evaluation (Procedural) and all of this section's subparts.

If State Parks determines that a bid or Bidder must be rejected under 6.7.1 and/or subparts, State Parks will send a rejection notification to the email address provided by the Bidder in the Bidder's Profile form (Appendix B). State Parks bears no responsibility for any issue or technological issue preventing actual receipt of the notification to the rejected Bidder.

**Two Business-day Response Period:** The Bidder may refute the rejection. The rejected Bidder must respond to the rejection within two (2) business-days following the day of rejection notification.

- The Bidder's Rejection Response **must be sent to** [contracts@parks.wa.gov](mailto:contracts@parks.wa.gov).
- Subject line must include the bid's identification number and "Rejection". See the first page or footer for the bid's identification number. (e.g., "**RFP # Rejection**")
- The Bidder must explain how and why State Parks erred in rejecting the Bidder's bid under Section 6.7.1 - Preliminary Evaluation (Procedural).

State Parks will consider the rejected Bidder's response, and if in State Parks' opinion, it determines error on our part, the bid will be moved forward to further evaluation. If State Parks determines it did not err, the bid will not be moved forward for evaluation.

The process detailed in this section does not supersede or displace the DEBRIEF process or PROTEST process. A Bidder may after the Announcement of Apparent Successful Bidder is announced, request a Debrief, and a Debrief is a prerequisite for a Protest. See Section 7.3 – Debriefing of Bidders and Section 7.4 – Protests for expanded details about the process and what State Parks will recognize as legitimate.

#### **6.5 GENERAL EVALUATION PROVISIONS**

The evaluation process is designed to award a contract to the Bidder with the best value based on the selected evaluation criteria.

Evaluations of subjective material will likely be conducted by the customer program requiring the goods/services or an evaluation team. State Parks has sole discretion over the selection

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of evaluators and will make such selections based on each potential evaluator's availability, knowledge, skills, and experience with the subject matter. Evaluator(s) will independently grade and score or consensus score the Bidder's material based on their own independent judgment, and in accordance with the format noted herein for each respective requirement. Evaluator(s) will only evaluate the material contained in the Responses and will not incorporate outside material into their determinations. The evaluator(s) has sole discretion over his or her final scores.

Bidders should take every precaution to assure that all answers are clear, complete, and directly responsive to each specific requirement.

## **6.6 EVALUATION OF COMPLETION BY DATE**

State Parks reserves the right to require that the Apparent Successful Bidder (ASB) provide within three (3) business days after request, satisfactory evidence of ability to have the services performed and completed by: not used. Failure to provide satisfactory evidence may be grounds for submittal rejection.

## **6.7 EVALUATION STEPS**

### **6.7.1 Preliminary Evaluation (Procedural)**

- a) Did the bid response arrive by the due date (deadline) to the proper location? Pass/Fail.
- b) Did the Bidder, on behalf of the Bidder's Firm, appear to bind the company to the commitment of the competition (manifestation of assent)? Pass/Fail. Acceptable manifestations of assent may include:
  - Is the bid signed by an individual (a person and NOT a group or team) electronic, with a wet-ink signature albeit provided as a PDF scan, photo, or other similar visual copy representation?
- c) Did the Bidder appear to provide and complete the information requested? Pass/Fail.
- d) Does the Bidder appear to accept the State Parks terms and conditions without reservation? Pass/Fail.
- e) Does the Bidder, under penalty of perjury, certify it is not a Wage violator (see Certification - Wage Theft Prevention)? Pass/Fail.
- f) Does the Bidder, under penalty of perjury, certify it supports worker's rights (see Certification - Supporting Workers' Rights)? Pass/Fail.
- g) If submittals were required, were the submittals provided and do they appear to be complete so that the bid could be compared to other conforming bids? Pass/Fail.
- h) If any bid is rejected at this stage, send a Rejection Letter to the Bidder's email address provided by the Bidder in Appendix B – Bidder's Profile. See also Section 6.4.1 – Rejected Bids/Bidders & Rejection Notification & Rejection Response. Allow the Rejection process to run its course and then for all remaining responsive bids, advance the bid(s) to Section 6.7.2 – Substantive Evaluation: Phase 1.

### **6.7.2 Substantive Evaluation: Phase 1**

- a) Preferences and penalties: Preferences and penalties that are required by law, rule, or competition document will be applied to bid pricing. Preference reduces the Bidder's stated price by the amount of the preference and is an advantage to the Bidder. A penalty increases the Bidder's stated price by the amount of the penalty and is a disadvantage to the Bidder. *Preferences and penalties are applied to the pricing for evaluation purposes only but are not applied for purchasing purposes if awarded the contract.*

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- Determine Reciprocity under [RCW 39.26.271](#), [WAC 200-300-075](#), [DES Reciprocity Map \(list\)](#). Determine the business address from which the bid was submitted. Check the DES Reciprocity Map (list) to determine, for evaluation purposes only, if the bid's pricing must be increased or rejected.
  - Determine Polychlorinated Biphenyls (PCB)
- b) If submittals were required, were the submittals provided and were they materially complete so that the material aspects of the bid response can be compared to other conforming bids? Pass/Fail. If a points methodology is being used instead of a pass/fail methodology, then determine the points.
  - c) Determine the low bid; use subtotal value. If a points methodology is being used instead of low bid methodology, then determine the points.
  - d) References: If not waived by State Parks, do the references reflect good customer service and good product quality, and no meaningful apprehension from using this Firm in the future? Pass /Fail. If a points methodology is being used instead of a pass/fail methodology, waiver is not allowed, State Parks must determine the points.
  - e) Responsibility of the Bidder: In determining the responsibility of the Bidder, State Parks may also consider: [RCW 39.26.160 Bid awards—Considerations—Requirements and criteria to be set forth—Negotiations—Use of enterprise vendor registration and bid notification system](#). If considered then Pass/Fail.
  - f) Upon determining the lowest priced responsive and responsible Bidder (or responsive and responsible Bidder with the most points), perform the Announcement of ASB UNLESS the Substantive Evaluation: PHASE 2 (optional) is used.

### **6.7.3 Substantive Evaluation: Phase 2 (Optional)**

- a) Following PHASE 1 if State Parks so chooses the lowest priced responsive and responsible Bidder (or responsive and responsible Bidder with the most points) may be required to appear in some form and/or present additional materials to validate to the State Parks that the services or items offered meets the State Parks' needs and meets all other competition terms & conditions. If State Parks requests materials it deems necessary to validate the services or item offered, the materials must be provided within five (5) business days or face possible elimination. The Bidder WILL NOT be allowed to materially change its bid response and the examination will be limited to the validation of the item and/or services offered. If State Parks in its sole discretion determines that the Bidder's bid does not meet the State Parks needs and/or other competition terms & conditions, the Bidder's bid response will be rejected and the next lowest responsive and responsible (or responsive and responsible Bidder with the most points) bid response may be considered. This process may repeat itself until an Apparent Successful Bidder (ASB) is determined or the competition is cancelled.
- b) Upon determining the lowest priced responsive and responsible Bidder (or responsive and responsible Bidder with the most points), perform the Announcement of ASB.

## **6.8 SELECTION OF APPARENT SUCCESSFUL BIDDER**

Note: The Bidder meeting all responsive criteria and having the lowest costs (or, highest final cumulative score) will be selected as the Apparent Successful Bidder (ASB).

State Parks will notify the Apparent Successful Bidder, and the non-successful Bidders, via email to the address provided in the Bidder's Profile – Appendix B - Primary Contact Person for Questions/Contract Negotiations.

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## 7 ANNOUNCEMENT OF ASB, PUBLIC DISCLOSURE, DEBRIEF, AND PROTESTS

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This section provides information about the announcement of the apparent successful bidder, public disclosure, and details the applicable requirements for complaints, debriefs, and protests.

### 7.1 ANNOUNCEMENT OF APPARENT SUCCESSFUL BIDDER (ASB)

Following the bid evaluation, State Parks will announce to all bidders the Apparent Successful Bidder (ASB) via email to the address provided in the Bidder's Profile - Appendix B. The Announcement of ASB starts a clock, and it is the bidder's responsibility to provide a working email. State Parks accepts no responsibility for the bidder's actual receipt of the Announcement of ASB.

The Announcement of Apparent Successful Bidder means State Parks currently believes the ASB is the lowest cost responsive and responsible bidder (or the bidder with the most points), but it is not a guarantee of a contract, State Parks Purchase Order, or purchase. State Parks reserves the right to reevaluate the ASB's bid to confirm it is as responsive, responsible, and successful as initially thought. ASBs should not commit funds, resources, or effort before receiving an executed contract and/or State Parks Purchase Order. Any premature action taken before contract execution is at the bidder's own risk and may result in no contract being executed if it causes disruption for State Parks.

Following the announcement of the ASB, bidders may request a debrief conference. The bidder will have a short period to request the debrief conference, which is a mandatory prerequisite for any bidder desiring to protest the award.

### 7.2 PROCUREMENT RECORDS DISCLOSURE

Procurement records for this competition cannot be released or viewed until after the Announcement of Apparent Successful Bidder (ASB); see Section 7.1 – Announcement of Apparent Successful Bidder. A Bidder may request copies of the competition records, including the solicitation and evaluation documents, or may inspect the competition records.

State Parks has a [Public Records Officer](#) and webpage for this purpose. If you'd like copies of these records, please click on the link(s) below for agency instructions.

- [Public Records Request Info](#)
- [Public Records Center](#)

When completing your request, it is helpful to identify it clearly to avoid delays. The email subject line should include the bid identification number and project name (e.g., "**RFP # Procurement Name**")

### 7.3 DEBRIEFING OF BIDDERS

Following the Announcement of Apparent Successful Bidder, an unsuccessful bidder may request a debriefing conference. The request for a debriefing conference must be received by the Procurement Coordinator within **three (3) business days** following the day of the Announcement of Apparent Successful Bidder. State Parks will then schedule a debriefing conference to review the bidder's bid (not other bids).

#### 7.3.1 How To Request A Debrief Conference

Requests for debriefs should be addressed to the Procurement Coordinator via email to [contracts@parks.wa.gov](mailto:contracts@parks.wa.gov). The email's subject line must include the competition's number and the word "Debrief." (e.g., "**RFP # Debrief**") Failure to mark the email as instructed may result in the debrief being overlooked or misunderstood.

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### **7.3.2 Debrief Meeting, Discussion, And Delay**

Discussion will be limited to critiquing the requesting bidder's response. Comparisons with other responses or evaluations will not be allowed. Debriefing conferences, scheduled for a maximum of 30 minutes, may be conducted in person, via teleconference, or by phone. State Parks intends to hold all debriefings within a few days of the Announcement of Apparent Successful Bidder. The requesting bidder must have a representative available if they are unavailable. Bidders not available for the scheduled debriefing forgo their opportunity for debriefing and filing a protest (see section titled Protests).

### **7.3.3 Debrief Is A Prerequisite For Protest**

A Debriefing Conference is a prerequisite to Protesting the Competition.

## **7.4 PROTEST**

### **7.4.1 General:**

This protest process is not governed by Washington's Administrative Procedures Act (APA), RCW 34.05, and does not confer any additional rights beyond those the bidder already has as a taxpayer. The purpose of this process is to allow State Parks to correct evaluation process errors and problems before a contract is executed.

Only a bidder who has participated in a debriefing conference may file a protest regarding this competition. The bidder must strictly adhere to the protest process outlined herein; failure to do so may result in a summary determination that the protest is without merit, without an opportunity to cure.

### **7.4.2 Form And Content:**

All protests must:

- Be in writing.
- The protest must state and clearly articulate the grounds for the protest (see Section 7.4.3 – Content Limitations and 7.4.5 – Grounds Which May Be Protested) with specific facts and complete statements of the action(s) being protested.
- A description of the relief or corrective action being requested should also be included.
- All protests shall be addressed to the Procurement Coordinator.

### **7.4.3 Content Limitations:**

State Parks does not currently mandate any page limitation. However, the protest must be clearly articulated, succinct, organized, logical, and professional.

State Parks will summarily reject protests that:

- fail to state and clearly articulate at least one of the three GROUNDS provided in Section 7.4.5 – Grounds Which May Be Protested;
- contain rants, attacks, and/or disparaging or abusive remarks;
- include multiple attachments or references to material (document dumping, document overload); OR,
- appear to require the reader to weigh through voluminous amounts of material to verify the argument being made or piece together voluminous amounts of material to decipher the argument being made.

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#### **7.4.4 Submission Of Protests**

All protests must be submitted within five (5) business days after the day of the debriefing conference. Bidders must send all protests to [contracts@parks.wa.gov](mailto:contracts@parks.wa.gov). The email's subject line must include the competition's number and the word "Protest." (e.g., "**RFP # Protest**") Failure to mark the email as instructed may result in the protest being overlooked or misunderstood and not considered. Include the name of the protesting bidder, mailing address, phone number, and the name of the individual responsible for the submission of the protest.

#### **7.4.5 Grounds Which May Be Protested**

- Conflict of Interest on the part of State Parks staff.
- Errors in computing the score.
- Non-compliance with procedures described in the procurement document.

Protests will be rejected as without merit if they do not clearly and convincingly meet one of the GROUNDS above and/or seems to address issues such as:

- An evaluator's professional judgment on the quality of a response, or
- State Parks' assessment of its own and/or other agencies' needs or requirements, or,
- Issues, concerns, or requests for changes that could have been addressed during the Question-and-Answer Period, Complaint Period, or by a bidder rejected under Section 6.4.1 but failed to use the Rejection Response period timely.

#### **7.4.6 Manager Assignment And Review**

Upon receipt of a protest that meets the requirements described herein, a protest review will be held by State Parks. State Parks will assign a Manager who was not involved in the procurement. The Manager is responsible for reviewing and investigating the Bidder's written protest and may meet with agency staff or the agency program that was involved in the competition. The Manager may consider the record and all reasonably available facts and will issue a protest determination in writing within fifteen (15) business days from receipt of the protest. If additional time is needed, the Manager will notify the protesting party of the need for additional time within 15 business days from receipt of the protest.

If the protest affects another Bidder, State Parks may share the protest with them and invite their input.

Standard of Review: The Bidder must clearly and convincingly demonstrate that State Parks erred.

#### **7.4.7 Protest Determinations And Findings**

The Manager's protest determination may:

- Find the protest lacking in merit and reject the protest;
- Find only technical or harmless errors in State Parks' acquisition process and determine State Parks to be in substantial compliance and reject the protest; OR
- Find merit in the protest and provide State Parks options which may include:
  - Correcting the errors and re-evaluating all responses;
  - Canceling the competition and possibly for a new competition to take place; OR
  - Making other findings and determining other courses of action as appropriate.



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If State Parks rejects the protest, State Parks will enter into a contract with the Apparent Successful Bidder no sooner than two business days after issuance of the protest determination by email to the protesting party at the email address indicated on the party's bid documents. For the purposes of timing, the date the protest determination is sent to the protesting party shall not count.

**7.4.8 Agency Decision is final**

The Manager's protest determination constitutes the agency's final decision regarding the protest. If the protesting party disagrees with the protest determination, the Bidder may seek judicial relief in the Washington Superior Court for Thurston County within 2 business days of the issuance of the protest determination.

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## **8 ADDITIONAL GENERAL PROVISIONS FOR ALL BIDDERS**

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This section provides additional information regarding doing business with the State of Washington, including State Parks' efforts to enable Washington's small, diverse, and veteran-owned businesses to compete for and participate in state procurements for goods/services.

### **8.1 ANNOUNCEMENT AND SPECIAL INFORMATION**

By responding to this competition document, a Bidder acknowledges they have read and understand the entire competition and accepts all information contained within the competition document without modification.

### **8.2 CONTRACTING WITH CURRENT OR FORMER STATE EMPLOYEES**

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington (RCW). Those restrictions also apply to any Bidder submitting a Response under this competition who has hired a former state employee. Bidders should familiarize themselves with the requirements prior to submitting a Response that includes current or former state employees.

### **8.3 AMENDMENTS TO THE COMPETITION**

State Parks reserves the right to revise this competition. All changes will be made by written competition amendments posted on WEBS and will become part of the competition. In case of conflicts, the most recent document controls. Amendments will consider the overall timeline, and State Parks will determine if extensions are needed. Bidders may only rely on the competition and amendments posted on WEBS. Any other communication, verbal or written, is nonbinding on State Parks.

### **8.4 RESPONSIVENESS OF BIDDER'S RESPONSE**

Each bidder is notified that failure to comply with any part of the solicitation may result in their response being rejected as non-responsive. Rejected responses will not be further evaluated. State Parks will not be liable for any errors or omissions in the bidder's response. Bidders cannot alter their response after the submission deadline.

It is the bidder's responsibility to read, understand, and follow all instructions in the competition documents and any amendments. If a bidder does not fully understand any requirement, they should submit an inquiry to the Procurement Coordinator (see Section 2.3 – Questions and Answer Period). Failure to comply with any solicitation requirement may result in the response being rejected as non-responsive. State Parks reserves the right to waive any minor irregularity in a response but is not required to do so.

### **8.5 CLARITY AND CLARIFICATIONS**

State Parks will make the sole determination of clarity and completeness of the Responses. No Response may be altered or amended after the submission deadline; however, State Parks reserves the right to contact a Bidder for clarification of responsive contents if necessary. NOTE: This clarification process is only used to clarify information that was contained within the Response; it is not a means of providing or incorporating new information that was otherwise not initially included. Evaluators have no obligation to seek or request clarification; they may evaluate the response as provided.

### **8.6 COST OF RESPONSE PREPARATION**

State Parks will not reimburse Bidders for any costs associated with preparing or presenting a Response to this competition.

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State Parks will not be liable for any costs incurred by the Bidder in preparation or presentation of a responsive Response to this competition.

State Parks will not pay for any costs accrued prior to a mutually executed contract resulting from this competition.

#### **8.7 OWNERSHIP OF RESPONSES**

All Responses and materials submitted in response to this competition document become the property of State Parks. State Parks has the right to use information or adaptations of information that is presented in a response.

#### **8.8 FINAL SELECTION & NO OBLIGATION**

State Parks reserves the right, at its sole discretion, to reject all responses without penalty and not to issue a contract as a result of this solicitation. State Parks further reserves the right to cancel or reissue this competition prior to execution of a contract, if it is in the best interest of State Parks to do so, as determined by State Parks in its sole discretion.

#### **8.9 INCORPORATION OF RESPONSE IN CONTRACT**

The Bidder's response, including all promises, warranties, commitments, and representations made in the successful Response, are binding and shall be incorporated by reference into State Parks' contract with the Bidder.

#### **8.10 STATEWIDE VENDOR PAYMENT REGISTRATION**

Bidders are urged to be registered in the Statewide Vendor Payment system, prior to submitting a request for payment under this Contract. The Washington State Office of Financial Management (OFM) maintains a central Bidder registration file for Washington State agencies to process Bidder payments.

To obtain registration materials go to the Statewide/Vendor Payee Services website at <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services> . The registration form has two parts. Part 1 is the information required to meet the above registration conditions. Part 2 allows State Parks (and other state agencies) to pay invoices electronically with direct deposit. This is the most efficient method of payment, and vendors are encouraged to sign up.

#### **8.11 WEBS REGISTRATION**

Individuals and firms interested in state contracting opportunities with the awarding agency or any state agency should register for competitive solicitation notices at the Washington Electronic Business Solution (WEBS) [WEBS Registration](#). Note: There is no cost to register on WEBS.

#### **8.12 POLYCHLORINATED BIPHENYLS (PCBS) NOTICE**

Polychlorinated biphenyls, commonly known as PCBs, have adverse effects on human health and the environment. Accordingly, the State of Washington, through its procurements of goods/services, is trying to minimize the purchase of products with PCBs and to incentivize its contractual vendors to sell products and products-in-packaging without PCBs.

#### **8.13 SMALL AND DIVERSE BUSINESS**

State Parks, in accordance with Washington law, encourage small and diverse businesses to compete for and participate in state procurements as contractors and as subcontractors to awarded bidders. See, e.g., [RCW 39.19](#) (OMWBE certified businesses); [RCW 43.60A.200](#) (WDVA certified veteran-owned businesses); and [RCW 39.26.005](#) (Washington small businesses). In support of the state's economic goals and to support a diverse supplier pool,

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State Parks has established the following voluntary numerical goals for State Parks' Competitive Solicitations:

- Ten percent (10%) Minority-Owned Businesses certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE);
- Six percent (6%) Women-Owned Businesses certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE);
- Five percent (5%) Veteran-Owned Businesses certified by the Washington State Department of Veterans Affairs (WDVA); and
- Twenty-Five percent (25%) Washington Small Businesses, five percent (5%) of which are microbusinesses or mini businesses as defined in RCW 39.26.010(16) and (17).

Achievement of these goals is encouraged whether directly or through subcontractors.

- **OMWBE CERTIFICATION.** Bidders may contact the Washington State Office of Minority and Women's Business Enterprises (OMWBE) regarding information on Minority-Owned and Women-Owned certified firms, state and federal certification programs, or to become certified. OMWBE can be reached by telephone, 866-208-1064, or through their website at OMWBE. OMWBE-Certified firms may provide their certification information on Appendix B – Bidder's Profile.
- **WDVA CERTIFICATION.** Bidders may contact the Washington State Department of Veterans' Affairs (WDVA) for information regarding Certified Veteran-Owned businesses or to become a Certified Veteran-Owned Business. The WDVA can be reached by telephone, (360) 725-2169, or through their website at WDVA. The qualification requirements to be a Certified Veteran-Owned Business are set forth in 5.3 Washington State Procurement Priorities & Preference.
- **WASHINGTON SMALL BUSINESSES.** Bidders may contact State Parks about small and diverse business inclusion and qualification as a Washington Small Business. If you qualify as a Washington Small Business, identify yourself as such in WEBS. Call WEBS Customer Service at 360-902-7400. The qualification requirements to self-certify as a Washington Small Business are set forth in 5.3 Washington State Procurement Priorities & Preference.

#### **8.14 ACCESS EQUITY CONTRACT REPORTING**

Bidders who are awarded a Contract (i.e., Contractor) pursuant to this Competitive Solicitation and **who utilize subcontractors to perform such Contract** must, as a condition of Contract award, register and report, as Contractor, through Access Equity, Washington's secure online business diversity vendor management system (B2GNow), which is managed by Washington's Office of Minority and Women's Business Enterprises (OMWBE). Accordingly, please note:

- Regardless of whether Contractor previously has registered with B2GNow for any public entity, Contractor must verify that Access Equity has current information.
- During the Contract term, Contractor shall report monthly through Access Equity any payments to subcontractors pertaining to the Contract. Such reporting shall include total payment in dollars made to subcontractors, payment dates, and any additional information required to verify payment to subcontractors.
- Subcontractors must utilize Access Equity to verify such payment information as reported by Contractor.

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- Information regarding Access Equity is available at OMWBE's website: <https://omwbe.wa.gov/>. Online training for Access Equity is available through OMWBE.

#### **8.15 PUBLIC DISCLOSURE & WAIVER OF PROPRIETARY INFORMATION**

- See Section 7.2 Public Records Disclosure.
- See Appendix A – Bidder's Certification, Assurances, and Waiver, at subsection S - Bidder's Waiver And Release of Information, Public Disclosure is Authorized and Not Restricted.

#### **8.16 CIVIL RIGHTS COMPLIANCE**

The Director of State Parks, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Bidders will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, age, disability, income-level, or LEP in consideration for an award. State Parks will also affirmatively ensure that any contract entered into pursuant to this solicitation will require full incorporation of these rights in relation to all employees, personnel, and agents of the Bidder.

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## 9 APPENDICES AND EXHIBITS

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### All Appendices noted below must be included as part of the Bidder's Response

- Appendix A (Section 9.1) Bidder's Certifications, Assurances, and Waiver (**sign and return all pages**)
- Appendix B (Section 9.2) Bidder's Profile (**return all pages**)
- Appendix C (Section 9.3) Bid Price (**sign and return all pages**)
- Appendix D (Section 9.4) Statement of Available Resources & Work Plan (**return all pages**)
- WA Small Business/Veteran Owned Business Certification (Section 4.6) (self-authored)
- Appendix E (Section 9.5) Diverse Business Inclusion Plan - Subcontractors (**return all pages**)

### EXHIBITS

- Exhibit A (Section 9.6): Draft Contract & General Contract Terms And Conditions
- Exhibit B (Section 9.7): Nisqually Logging Operations Map
- Exhibit C (Section 9.8): Forest Practices Application/Notification #2423981
- Exhibit D (Section 9.9): Nisqually Road Plan and the ARWO Rates

**Continue on next page**

**9.1 (APPENDIX A) – BIDDER’S CERTIFICATIONS, ASSURANCES, AND WAIVER**

Bidder, through the duly authorized undersigned, makes this certification as a required element of submitting a responsive bid. Bidder certifies, to the best of its knowledge and belief that the following are true, complete, correct, and made in good faith:

- a) I/My Firm make the following certifications and assurances as a required element of the proposal (bid response) to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):
- b) Bidder certifies that Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Competitive Solicitation. Bidder further certifies that Bidder’s bid prices have been arrived at independently, without engaging in collusion, bid rigging, or any other illegal activity, and without for the purpose of restricting competition any consultation, communication, or agreement with any other bidder or competitor relating to (a) those prices, (b) the intention to submit a bid, or (c) the methods or factors used to calculate the prices offered. Bidder further certifies that Bidder has not been and will not knowingly disclose its bid prices, directly or indirectly, to any other bidder or competitor before award of a Contract, unless otherwise required by law. Bidder further certifies that Bidder has made no attempt and shall not make any attempt to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition. Bidder, however, freely may join with other persons or organizations for the purpose of presenting a joint bid. Whether done directly or indirectly, communicating bid information with other bidders, collusion, or anti-competitive actions among bidders are prohibited. If there is evidence of such communication, collusion, or anti-competitive activities among bidders, State Parks reserves the right to disqualify such bidders
- c) I/we declare that all answers and statements made in the proposal are true and correct.
- d) The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
- e) The attached proposal is a firm offer for a period of 90 days following receipt, and it may be accepted by Washington State Parks and Recreation Commission (State Parks) without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 90-day period.
- f) In preparing this proposal, I/My Firm have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity.
- g) I/My Firm understand that State Parks will not reimburse me/my Firm for any costs incurred in the preparation of this proposal. All proposals become the property of State Parks, and I/My Firm claim no proprietary right to the ideas, writings, items, or samples.
- h) Unless otherwise required by law, the prices and/or cost data that have been submitted have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Proposer or to any competitor.
- i) I/My Firm agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions (if any), and any other instructions, Terms & Conditions, AND competition amendments to the same. Further:

1. Alterations to State Parks Documents: I/My Firm understand and agree that I/My Firm shall not and has not altered or deviated from the original competition and any follow-on competition amendments and if my/my Firm's bid response received by State Parks materially alters or deviates from the competition or competition amendments (if any) then the bid response may be disqualified. Whether the alteration is noticed or not noticed by State Parks, any resulting contract (including any type of order placement) SHALL continue with the altered portions or deviations being ignored in favor of the State Parks official language (original competition and any follow-on competition amendments) as posted on the Washington Electronic Business Solutions (WEBS) which acts as the system of record for this competition. The awarded Contractor understands, agrees, and accepts this provision and SHALL hold harmless and save harmless the State Parks.
  2. Unrequested Supplemental Materials in Bidders Bid Response: I/My Firm understands and agrees that I/My Firm shall not and has not supplemented my/my Firm's Bid Response with unrequested materials. Whether the unrequested material is noticed or not noticed by State Parks, any resulting contract (including any type of order placement) SHALL continue with the unrequested material being ignored in favor of the State Parks official language. The awarded Contractor understands, agrees, and accepts this provision and SHALL hold harmless and save harmless the State Parks.
- j) No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
  - k) I/My Firm grant State Parks the right to contact references, systems, sources, and others, who may have pertinent information regarding the Bidder's prior experience and ability to perform the services contemplated in this procurement.
  - l) If any staff member(s) who will perform work on this contract has retired from the State of Washington under the provisions of the 2008 Early Retirement Factors legislation, his/her name(s) is noted on a separately attached page.
  - m) Bidder (including Bidder's officers) certifies Bidder has not, within the three (3) year period preceding the date of this Competitive Solicitation, been convicted or had a civil judgment rendered against Bidder for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a governmental contract; violation of any federal or state antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. Bidder further certifies that it is not presently indicted or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in this paragraph.
  - n) Bidder certifies Compliance with Statutory Nondiscrimination Clauses for State Contracts. During the term of an awarded Contract, Bidder, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). Bidder, including any subcontractor, also shall give written notice of this nondiscrimination requirement to any labor organizations with which Bidder, or subcontractor, has a collective bargaining or other agreement. In addition, Bidder, including any subcontractor, shall cooperate with any Washington state agency investigation regarding any allegation that Bidder, including any subcontractor, engaged in prohibited discrimination set forth in RCW 49.60.530(3).
  - o) Bidder complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.
  - p) Bidder certifies No Termination For Default or Cause. Bidder has not, within the three (3) year period preceding the date of this Competitive Solicitation, had one (1) or more federal, state, or local governmental contracts terminated for cause or default.



**(APPENDIX A) – CERTIFICATIONS AND ASSURANCES AND WAIVER (return this page)**

- q) Bidder certifies, Taxes Paid. Except as validly contested, Bidder is not delinquent and has paid or has arranged for payment of all taxes due to the State of Washington and has filed all required returns and reports as applicable.
- r) Bidder certifies, Financially Solvent. Bidder is financially stable and solvent, has adequate cash reserves to meet all financial obligations, has not commenced bankruptcy proceedings voluntarily or otherwise, and is not subject to any judgments, liens, or encumbrances of any kind affecting title to any Goods or Services that are the subject of this Competitive Solicitation.
- s) Bidder's Waiver And Release of Information, Public Disclosure is Authorized and Not Restricted:

I/My Firm grants to the State of Washington and the Washington State Parks and Recreation Commission a full and complete release of information of my/my Firm's bid response and other documents or information pertaining to the same and if also awarded the contract then to the contract and any documents or information involving or pertaining to the contract. Markings of "confidential", "proprietary" or similar term are unintentional and SHALL be ignored. Further, these materials or bid response may be publicly disclosed with no advanced notice to the Bidder/Contractor (me/my Firm). The Bidder/awarded Contractor (me/my Firm) understands, agrees, and accepts this provision and SHALL hold harmless and save harmless the State of Washington and State Parks.

- t) Certification - Wage Theft Prevention:

*Prior to awarding a contract, agencies are required to determine that a Bidder is a 'responsible Bidder.' See RCW 39.26.160(2) & (4). Pursuant to legislative enactment in 2017, the responsible Bidder criteria include a Bidder/contractor certification that the Bidder/contractor has not willfully violated Washington's wage laws. See Chap. 258, 2017 Laws (enacting SSB 5301).*

I/My Firm certifies under penalty of perjury under the laws of the state of Washington the following is true and correct: No Wage Violations. This Firm has NOT been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through civil judgement entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082. any provision of RCW chapters 49.45, 49.48., or 49.52 within the three (3) prior years to the date of this competition's date of issue.

- u) Certification - Supporting Workers' Rights:

Pursuant to the Washington State Governor's Executive Order 18-03 (dated June 12, 2018), the Washington State Parks and Recreation Commission is seeking to contract with qualified entities and business owners who certify that their employees are not, as a condition of employment, subject to mandatory individual arbitration clauses and class or collective action waivers.

I/My Firm certifies under penalty of perjury under the laws of the state of Washington the following is true and correct: No Mandatory Individual Arbitration Clauses and Class or Collective Action Waivers for Employees. This firm does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

- v) ELECTRONIC SUBMISSION OF DOCUMENTS ARE LEGALLY BINDING:

Washington State recently enacted law allowing for electronic alternatives to pen-to-paper wet-ink signature on hardcopy documents, meaning if State Parks agrees to alternatives other than wet-ink signature (pen-to-paper) on hardcopy documents, these alternatives may be accepted by State Parks and are legally binding. See RCW 1.80.

**(APPENDIX A) – CERTIFICATIONS AND ASSURANCES AND WAIVER (return this page)**

For purposes of this competition document State Parks is accepting a PDF scan (or similar representation) of the Bidder’s wet-ink signature in the signature space below. **For clarity:** Print out the competition document(s), review it, include any other required document, complete where necessary, sign where you need to sign with a pen onto the paper, when you believe your bid response is ready to be submitted to State Parks, **scan it as a PDF file** and attach the file to your business email and send it to State Parks. For expanded details see Section 5.1 – Submission of Responses.

I/My Firm certifies under penalty of perjury under the laws of the state of Washington that submission of my/my Firm’s bid response and accompanying copy of my signature is legally binding on me/my firm, and that the State Parks may rely upon its authenticity.

I, acting as my Firm’s authorized representative declare on behalf of me/my firm under penalty of perjury under the laws of the State of Washington forgoing Certification and Assurances and Waiver is true and correct.

BIDDER NAME:

\_\_\_\_\_  
Print Name of Bidder – Print full legal entity name of the firm submitting the Bid If Bidder is a sole proprietor, print the full legal name of the individual who is the Bidder submitting the Bid

By:

\_\_\_\_\_  
Signature of Bidder’s authorized person

\_\_\_\_\_  
Print Name of person making certifications for Bidder

Title:

\_\_\_\_\_  
Title of person signing certificate

Place:

\_\_\_\_\_  
Print city and state where signed

Date:

\_\_\_\_\_

9.2 (APPENDIX B) – BIDDER PROFILE

Bidder must provide all requested information in the space provided next to each numbered section below.

Many of the questions require information if you answer “yes”. Please provide your response in the space provided unless otherwise directed to submit on a separate page (note: the spaces provided can expand to allow for more text to be typed in if necessary). If you are directed to provide answers on a separate page, please identify the question and corresponding number that you are responding to, and attach that document to this Appendix B.

COMPANY INFORMATION:

(a)	Firm Legal Name*		
	Street Address**		
	Mailing Address		
	City, State, ZIP		
Bidder Organization Type: Check appropriate box	Corporation:	<input type="checkbox"/> Domestic	<input type="checkbox"/> Foreign
	Limited Liability Company (LLC):	<input type="checkbox"/> Domestic	<input type="checkbox"/> Foreign
	Partnership:	<input type="checkbox"/> Domestic	<input type="checkbox"/> Foreign
	Sole Proprietorship:	<input type="checkbox"/>	
	* Note: A sole proprietorship is an unincorporated business owned and run by an individual with no distinction between the business and the owner. It is not a legal entity. It simply refers to a person who owns the business and is personally responsible for its debts and who pays personal income taxes on profits earned from the business. If you are a bidder who operates a business on your own, you automatically are a sole proprietor unless you have adopted a business structure (e.g., corporation, LLC, partnership).		

\***Legal Name:** Many companies use a “Doing Business As” name or a nickname in their daily business. However, the State requires the legal name of your company as it is legally registered in the State of Washington or the state in which your company was registered. This should include the type of entity – Inc., LLC, LP, etc.

\*\* **RECIPROCITY:** For purposes of [RCW 39.26.271](#) (Reciprocity) the Bidder’s physical address will be used. Bidder MUST provide a physical address for his place of business. A post office box IS NOT a physical address.

(b)	DBA (if any)		
	Telephone Number(s)		
	Area Code:	Number:	Extension:
	Area Code:	Number:	Extension:

(c)	A list identifying which parties of the organization have the authority to sign contracts/ amendments on behalf of the Bidder’s entity.

(d)	Names, addresses, e-mail addresses and telephone numbers of the sole proprietor, partners, or principal officers as appropriate to the organization		
	Name & Title:		
	Address:		
	Email Address:		
	Telephone Number		
	Area Code:	Number:	Extension:

**(APPENDIX B) – BIDDER PROFILE (return this page)**

(e)	Primary Contact Person for Questions/Contract Negotiations, including address if different than above		
	Name & Title:		
	Address:		
	Email Address***:		
	Telephone Number for Contact Person		
	Area Code:	Number:	Extension:

\*\*\* **Email Address:** The email address provided by the Bidder in subsection (e) will be used for officially contacting the Bidder for purposes of the competition. If the email address is left blank, then the email address provided in subsection (d) will be used.

(f)	WA State UBI	
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(g)	Statewide Vendor Number (SWV)	
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Bidder is urged to be registered with the Washington State Office of Financial Management as a statewide vendor. **If no current SWV number**, affirm that your organization will obtain a SWV number within ten (10) days of executing contract. YES NO

(h)	Federal Tax Identification Number	
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<p>Is your firm certified as a minority or woman owned business with the Washington State Office of Minority &amp; Women’s Business Enterprises (OMWBE)?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, provide Bidder’s MWBE certification no.:</p> <p>_____</p>
<p>Is your firm a self-certified Washington State Small Business?</p> <p><i>Note:</i> See 5.3 for criteria to qualify as a Washington State Small Business.</p> <p><i>Note:</i> Regardless of size, a qualifying business must be owned and operated independently from all other businesses. In regard to size, the gross revenue thresholds, as reported on Bidder’s tax returns, are as follows:</p> <ul style="list-style-type: none"><li>▪ Microbusiness: Annual gross revenue of less than one million dollars.</li><li>▪ Mini business: Annual gross revenue of more than one million dollars, but less than three million dollars.</li><li>▪ Small Business: Annual gross revenue of less than seven million dollars over each of the three prior consecutive years.</li></ul>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, provide the location for Bidder’s principal place of business:</p> <p>_____</p> <p>Street Address</p> <p>_____</p> <p>City, State, Zip Code</p> <p>If yes, what is your business size (based on annual gross revenue)?</p> <p>Microbusiness <input type="checkbox"/></p> <p>Mini business <input type="checkbox"/></p> <p>Small Business <input type="checkbox"/></p>
<p>Is your firm certified as a Veteran-Owned Business with the Washington State Department of Veteran Affairs?</p> <p><i>Note:</i> See 5.3 for criteria to qualify as a Certified Veteran-Owned Business.</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, provide Bidder’s WDVA certification no.:</p> <p>_____</p>

9.3 (APPENDIX C) – BID PRICE (MUST BE LEGIBLE)

BIDDER:

**NISQUALLY FOREST HEALTH THINNING CONTRACT HARVEST**

(Print Project Name)

325-418

(RFP N°)

(Print Company Name)

(Street Address)

(Business Telephone Number)

(City, State and Zip Code)

(email address)

\*\*\*\*\*

**To meet Harvesting obligations, I bid the following On Board Truck (OBT) rate:**

(Bidder must check ONE box for appropriate project payment method. See RFP section 3.2 and Contract Section P)

- \$/Ton of sawtimber harvested and delivered.**
- \$/mbf of sawtimber harvested and delivered.**

**And to meet pulp sort Harvesting obligations, I bid the following OBT rate:**

(Bidder must check box for appropriate project payment method. See RFP section 3.2 and Contract Section P)

- \$/Ton of pulp harvested and delivered.**

**To meet Hauling obligations, I bid:**

**Hauling Bid Factor**

(format to 3 decimal places ie 0.000)

Hauling Services Payment calculation explained in RFP section 3.2 and Contract Section P.

Actual "live-load" weights used to determine payment for hauling sorts designated as "tonnage". Sorts designated as "MBF" will use calculated tonnage based on State Park's advertised "tons/mbf conversion factor specific for each sort unless actual tonnage is available and approved for use.

**NISQUALLY FOREST HEALTH THINNING CONTRACT HARVEST**

(Print Project Name)

**325-418**

(RFP N°)

\*\*\*\*\*

**TO MEET THE ROAD WORK OBLIGATIONS, I BID:**

Instructions:

1. Enter Contractor's per station bid rates for each biddable item for road work described in the Road Plan.
2. Required items are fixed to the stations listed in the table and the total should reflect the total cost for completing all stations for that item, including materials.
3. Add all item totals and enter the sum in the Total Road Cost Proposal below the table.

Road	Type	Stations	Price Per Station	Total Price
RD 2*	Pre-Haul/Post-Hual Maint.	43+70'		
RD 6*	Pre-Haul/Post-Hual Maint.	7+90'		
RD 7*	Pre-Haul/Post-Hual Maint.	7+50'		
All Roads**	Improvement (widening).	Up to 200+00'		
All Roads**	Light Brushing	Up to 200+00'		
Landing Spurs**	Construction	Up to 8+00'		
Landing Spurs**	Abandonment	Up to 8+00'		

1 Station=100'

\*= Required Work

\*\* = Optional Work

**Total Road Proposal Cost = \$ \_\_\_\_\_**

**If awarded this contract, I am responsible for independently negotiating, procuring and paying for any and all subcontracted services provided.**

**(APPENDIX C) – BID PRICE (return this page)**

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Attached is my completed 'Statement of Available Resources and Work Plan' which I understand will be evaluated by the State Parks in conjunction with my bid to determine my ability to complete the project.

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BY SUBMISSION OF THIS BID THE BIDDER WARRANTS AND AGREES TO THE FOLLOWING:

1. The bid price has been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition.
2. The bid is a firm offer for a period of 90 days from the bid submission deadline, and it may be accepted by the State without further negotiation at any time within the 90-day period.
3. In preparing this proposal or bid, the Bidder was not assisted by any current or former employee of State Parks whose duties relate (or did relate) to this prospective contract and who was assisting in other than his or her official, public capacity. Neither does such a person or any member of his or her immediate family have any financial interest in the outcome of this proposal.
4. Acceptance of the Harvesting Services Contract general terms and conditions.
5. Acceptance of the Harvesting Services Contract estimated road payment values as shown fixed by terms in contract clause P-33.1.
6. The Bidder has had an opportunity to fully inspect the sale area and the timber to be harvested.
7. The Bidder enters this bid based solely upon their own judgment of the costs associated with harvesting, hauling, and any additional required work formed after their own examination and inspection of both the timber sale area and the forest products to be harvested.
8. The Bidder enters this bid without any reliance upon the volume estimates, acreage estimates, appraisals, pre-bid documentation, or any other representation by the State.
9. The Bidder, if successful, will furnish the necessary labor, equipment, and services needed to complete the work as specified by the harvesting contract including commencing and completing the operations in the times specified.
10. The Bidder agrees to execute the harvesting contract for the said project and agrees to furnish surety and insurance as required in the specifications.
11. The Bidder assumes the risk of liabilities related to any regulatory actions by any government agency that may affect the operability of these harvesting contracts. Such regulatory actions include, but are not limited to, actions taken pursuant to the Forest Practices Act, chapter 76.09 RCW, and the Endangered Species Act, 16 U.S.C. §§ 1531-1544. Please see the Harvesting Services Contract for further information.
12. State Parks cannot verify the presence or absence of northern spotted owls, marbled murrelets or any other threatened or endangered species that may affect the operability of the timber sale. The Bidder relies solely on his/her own assessments.
13. Acreage estimates and volume estimates contained within the harvesting services contract are made only for administrative and identification purposes. Except as expressly provided by the harvesting contract, the Apparent Successful Contractor shall be responsible to harvest the sale, even if the actual acreage or timber volume varies from the estimated quantity or volume shown.

**(APPENDIX C) – BID PRICE (return this page)**

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- 14. State Parks will not reimburse the Bidder for any costs incurred in the preparation of this proposal. All proposals become the property of State Parks, and I/we claim no proprietary rights to the ideas or writings contained in them.
- 15. The Bidder will be required to comply with the Department's Nondiscrimination Plan and federal and state laws on which it is based. If requested by State Parks, the Bidder/Harvester will submit additional information about the nondiscrimination and affirmative action policies and plans of their organization in advance of or after the contract award.
- 16. Bidder is required to complete the Responsible Bidder Criteria – Wage Law Compliance form in order to be considered a 'responsible bidder' (see RCW 39.26.160(2) and (4)). Pursuant to legislative enactment in 2017, the responsible bidder criteria include a contractor certification that the contractor has not willfully violated Washington's wage laws. See Chap. 258, 2017 Laws (enacting SSBS301).

\*\*\*\*\*

By signing and submitting this bid the Bidder agrees to all of the preceding requirements. The Bidder further warrants to the State that they enter this bid based upon their own judgments of the value of the harvesting services to be provided through the Harvesting Services Contract, formed after their own examination and inspection of both the timber sale area and the forest products to be harvested.

\_\_\_\_\_  
(Signature of authorized representative submitting this bid)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print name and title of authorized representative signing bid)



**9.4 (APPENDIX D) - STATEMENT OF AVAILABLE RESOURCES, OPERATING SCHEDULE AND WORK PLAN**

Attach additional pages if necessary.

**1. List your available resources (i.e. # of sides, crew & equipment dedicated to the project, use of subcontractors) and describe your plans how you will complete this project within the project schedule.**

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**2. Provide an estimated timeline indicating your expected rate of log deliveries to the state's designated log purchaser locations for this project.**

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**3. Describe how you plan to complete any additional special work requirements identified in section 1.5 of the project's RFP.**

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**(APPENDIX E) - DIVERSITY BUSINESS INCLUSION PLAN – SUBCONTRACTORS**

*(return this page)*

**9.5 (APPENDIX E) – DIVERSITY BUSINESS INCLUSION PLAN - SUBCONTRACTORS**

**DIVERSE BUSINESS INCLUSION PLAN – SUBCONTRACTORS FOR BIDDERS WHO PLAN TO UTILIZE SUBCONTRACTORS TO PERFORM THE CONTRACT, IF AWARDED**

Contractor Name: \_\_\_\_\_

For the purposes of this form, Washington State-certified diverse businesses are defined as follows:

- Minority Business Enterprise (MBE), Women’s Business Enterprise (WBE), or combination of the two. Certified by the Office of Minority and Women’s Business Enterprises (OMWBE): <http://omwbe.wa.gov/>
- Veteran-owned Business. Certified by the Department of Veteran’s Affairs (DVA): <http://dva.wa.gov/>
- Small Business (includes Mini and Micro businesses). Certified through the Washington Electronic Business Solution (WEBS): <https://fortress.wa.gov/ga/webs/home.html>

Anticipated Certified Diverse Business Participation Goals

Subcontracting means direct performance of commercially useful work through subcontracting as part of the proposed project team. Of the total contract work, what are the diverse business participation goals proposed for subcontracting on your team? Please only include the above-listed Washington State certification types in your “Consultant-defined Anticipated Percent of Contract Amount (Goals)” estimate. Zero percent (0%) is not a goal.

Anticipated Certified Diverse Business Participation Goals	Washington State Goals	Consultant-defined Anticipated Percent of Contract Amount (Goals)
Minority-owned business (MBE)	10%	%
Women-owned business (WBE)	6%	%
Veteran-owned business (DVA)	5%	%
Small business	5%	%

Subcontracting Team

List the names of the diverse businesses you anticipate using on this project. Generally describe the work you expect the diverse business to perform and identify the percent of total contract value intended for each diverse business. Please include the above-listed Washington State certification types. *If necessary, add more rows below.*

Name of Diverse Business	Specify Diverse Business Certification (circle one or more)	Describe Trade or Task	Anticipated Percent of Contract Amount
	MBE, WBE, DVA, Small		%
	MBE, WBE, DVA, Small		%
	MBE, WBE, DVA, Small		%
	MBE, WBE, DVA, Small		%
	MBE, WBE, DVA, Small		%

Describe bidder’s plan to meet or exceed bidder’s voluntary diverse business inclusion plan – subcontractors’ goals, including outreach.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**(APPENDIX E) - DIVERSITY BUSINESS INCLUSION PLAN – SUBCONTRACTORS**

*(return this page)*

Diverse Expert:

Identify the person within your team to manage your diverse inclusion responsibilities.

Diverse Expert Name: \_\_\_\_\_

Diverse Expert Contact Information: \_\_\_\_\_

Diverse Expert Firm (if another firm is managing participation): \_\_\_\_\_

Past Performance

Please select **five (5) of your projects** with Washington State-certified diverse business participation (MBE, WBE, DVA, and/or Small/Mini/Micro) and list them below **for the last five (5) years**. If you do not have any projects that tracked or reported diverse business participation, you may leave this section blank. In that case, please attach an additional sheet with explanation.

You may have projects with diverse business participation for an organization or entity that required *different* diverse business categories (including self-certification). If so, please attach a sheet with the same column data and information but include percentages for the categories that were tracked during the project.

Contract Name	Contracting Agency or Entity	Contract Amount	Year	Percent of Contract Amount	
		\$		Minority-owned business:	%
				Women-owned business:	%
				Veteran-owned business:	%
				Small/mini/micro business:	%
Contract Name	Contracting Agency or Entity	Contract Amount	Year	Percent of Contract Amount	
		\$		Minority-owned business:	%
				Women-owned business:	%
				Veteran-owned business:	%
				Small/mini/micro business:	%
Contract Name	Contracting Agency or Entity	Contract Amount	Year	Percent of Contract Amount	
		\$		Minority-owned business:	%
				Women-owned business:	%
				Veteran-owned business:	%
				Small/mini/micro business:	%
Contract Name	Contracting Agency or Entity	Contract Amount	Year	Percent of Contract Amount	
		\$		Minority-owned business:	%
				Women-owned business:	%
				Veteran-owned business:	%
				Small/mini/micro business:	%
Contract Name	Contracting Agency or Entity	Contract Amount	Year	Percent of Contract Amount	
		\$		Minority-owned business:	%
				Women-owned business:	%
				Veteran-owned business:	%
				Small/mini/micro business:	%

State Parks will review the submitted inclusion plan for genuine efforts.

**9.6 (EXHIBIT A) – Draft Contract & General Contract Terms And Conditions**

A draft contract with general terms and conditions is provided in this section and/or will be separately posted on WEBS with a file name of “Exhibit A / Sample Contract.” The file name may or may not also include the competition’s number as part of the file name.

The draft contract is a close representation but not a perfect representation of what the Apparent Successful Bidder (ASB) will be expected to sign. The actual agreement will need to include elements of the ASB’s bid response, any negotiated conditions, the statement of work, performance periods, contractor information, compensation, and any updates to comply with law, regulation, or policy. Should the ASB refuse to sign the State Parks drafted contract, the ASB will be disqualified.

**9.7 (EXHIBIT B) – Nisqually Logging Map**

**9.8 (EXHIBIT C) – FPA/N #2423981**

**9.9 (EXHIBIT D) – Nisqually Road Plan, Nisqually Road Map, and ARWO Rates**

# EXHIBIT A

DRAFT

DRAFT

DRAFT



**WASHINGTON STATE PARKS  
AND RECREATION COMMISSION**

**HARVESTING SERVICES CONTRACT**

**AGREEMENT NO. 325-418**

**SALE NAME: Nisqually FHT**

**THE STATE OF WASHINGTON PARKS AND RECREATION COMMISSION, HEREINAFTER ACTING SOLELY, IN ITS PROPRIETARY CAPACITY, STATE, AND CONTRACTOR, AGREE AS FOLLOWS:**

## Section G: General Terms

G-001.1 Definitions: The following definitions apply throughout this contract;

Contract Administrator: The State's designee who is responsible for assuring that the contractual obligations of the Purchaser and Contractor are met.

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

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

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

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

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

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

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

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

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

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

#### G-015.1 Harvest Area and Location

The harvest area consists of approximately 188.5 acres in four harvest units located on part(s) of Section(s) 29, 20,21, and 19, Township 16 North, Range 4 East, Pierce County as shown on the attached logging operations map (Exhibit XX). Harvest boundaries are marked on the ground with pink "Timber Harvest Boundary" flagging.

#### G-022.1 Sorting Specifications

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

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

Agreement no.	Sort #	Species Diameter	Scaling Rule	Preferred Log Length	Destination	A Miles	C Miles
TBD	1	Douglas-fir 5 inch + DIB Saw	WS	16'-40' in 2' multiples + trim	TBD	TBD	TBD
TBD	2	Cottonwood 5 inch + DIB Saw	WS	16'-40' in 2' multiples + trim	TBD	TBD	TBD

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TBD	3	Conifer Pulp	WS	None	TBD	TBD	TBD
TBD	4	Hardwood Pulp	WS	None	TBD	TBD	TBD

“WS” means that west side scaling rules apply; “ES” means that east side scaling rules apply. DIB = Diameter Inside Bark. Minimum trim is six inches per scaling segment for east side scaling rules and ten inches per scaling segment for west side scaling rules.

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

G-024.1 Manufacturing Standards

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

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

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

G-025 Schedules

The following attached schedules are hereby incorporated by reference:

Schedule M Additional Road Maintenance Rates

G-027.1 Log Delivery Schedule and Conditions

- a) Contractor shall deliver logs to Purchaser’s designated delivery location beginning no later than **March 1, 2024 and completed by June 30, 2024**. Failure to begin deliveries by the specified date may result in the State imposing damages per clause D-022.1 unless an alternate start date is agreed upon by the State and Contractor. If a log delivery location is changed during this contract, the Contract Administrator shall notify the Contractor. Once notified, the Contractor shall deliver logs to the new location.

- b) The Contractor may deliver logs to the Purchaser's delivery location during the Purchaser's working hours, or at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except, scheduled closures and legal holidays for the contract term as described in clause G-030.1, unless permission to do otherwise is agreed upon by the State.
- c) The Contractor agrees to deliver said logs on conventional or self-loading logging trucks, properly and legally loaded, bound, branded, and ticketed. Logs in loads shall not be double-ended unless approved in writing by the Contract Administrator. It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the Contractor to make the load conform to legal requirements for hauling.
- d) If a receiving Purchaser plans a scheduled closure, the Contract Administrator shall notify the Contractor at least 48 hours before the scheduled closure. Depending on the length of the scheduled closure or delays in log delivery, the Contract Administrator will decide in the best interest of the State on the disposition of the affected log sort(s) or any alternate delivery schedule or location.
- e) Contractor log delivery to a Purchaser location may be limited to no more than ten (10) truck deliveries of any one sort per day, provided the Contract Administrator notifies the Contractor at least 48 hours prior to the time this truck delivery limit is established. A truck delivery is all the wood hauled including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. If for any reason a Purchaser refuses more than ten (10) truck deliveries per day, Contractor shall notify the State's Contract Administrator.

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

To ensure the timely completion of activities under this contract, all activities required under this contract are to be completed between the dates of **TBD and June 30, 2024**

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

#### G-033.1 Notification of Operations

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

#### G-040.1 Contract Term Adjustment



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

#### G-054.1 Early Contract Termination

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

#### G-060.1 Exclusion of Warranties

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

- a) The CONDITION of the site or forest products. Any descriptions of the site or forest products in the notice of sale, other pre-contractual documents, or the Harvesting Services Contract are provided solely for administrative and identification purposes.
- b) The ACREAGE contained within any sale area. Any acreage descriptions appearing in the notice of sale, other pre-contractual documents, or the Harvesting Services Contract are estimates only, provided solely for administrative and identification purposes.
- c) The VOLUME, WEIGHT, QUALITY, or GRADE of the forest products to be harvested. The descriptions of the forest products to be harvested are estimates only, made solely for administrative and identification purposes.
- d) The CORRECTNESS OF ANY SOIL OR SURFACE CONDITIONS, PRESALE CONSTRUCTION APPRAISALS, INVESTIGATIONS, AND ALL OTHER PRE-BID DOCUMENTS PREPARED BY OR FOR THE STATE. These documents have been prepared for informational purposes, but the information contained therein is not warranted. Contractors must make their own assessments of the site.
- e) THAT THE SALE AREA IS FREE FROM THREATENED OR ENDANGERED SPECIES or their habitat. The State is not responsible for any interference with forestry

operations that result from the presence of any threatened or endangered species, or the presence of their habitat, within the sale area.

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

#### G-064.1 Permits

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

#### G-065 Regulatory Disclaimer

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

#### G-066.1 Governmental Regulatory Actions

##### a) Regulatory Risk

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

##### b) Increased Costs

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

#### G-070.1 Limitation on Damage

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

#### G-092.1 Harvest Area Boundary Adjustment

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

#### G-112.1 Title

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

#### G-120.1 Responsibility for Work

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

#### G-121.1 Exceptions

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

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

Nothing contained in clauses G-120.1 (Responsibility for Work) and G121.1(Exceptions) shall be construed as relieving Contractor of responsibility for, or damage resulting from, Contractor's operations or negligence, nor shall Contractor be relieved from full responsibility for making good any defective work or materials.

#### G-123.1 Operating Authority

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

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

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

#### G-125.1 Use of Subcontractors

Contractor's use of subcontracted services shall be subject to approval in writing by the Contract Administrator. Approval of subcontracted services may be revoked in accordance with the G-220.1 'State Suspends Operations' clause when the Contract Administrator determines that the Subcontractor's work has been performed in a manner that does not meet contractual requirements, optimize value or otherwise causes damage to the state.

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

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

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

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

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

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

#### G-140.1 Indemnity

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

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

#### G-150.1 Insurance

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

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

The Washington State Parks and Recreation Commission Headquarters office shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications:

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

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

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

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

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

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

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

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

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

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

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

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

Business Auto Policy (BAP). Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000.00 per accident. Such insurance shall cover liability arising out of "Any

Auto". Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. If necessary the policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense" as provided in the 1990 or later editions of CA 00 01. Contractor waives all rights against State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

#### G-160.1 Agents

The State's rights and duties will be exercised by the Chief Financial Officer, (herein after as CFO) at Olympia, Washington CFO. The CFO will notify Contractor in writing who is responsible for administering the contract. The 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 harvested beyond the terms of this contract.

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

#### G-170.1 Assignment and Delegation

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

#### G-180.1 Modifications

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

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

The Harvesting Services contract may be unilaterally terminated or modified by the State upon determination that the Contractor's operations would cause serious damage to resources or improvements, or would be significantly inconsistent with State Parks management plans.

In the event of contract modification under this section and through no fault of Contractor operations, the Contractor shall be reimbursed for any additional



operations required, provided that any work or extra protection shall be subject to prior approval of the State.

#### G-190 Contract Complete

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

#### G-200.1 Notice

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

- G-092.1 Harvest Area Boundary Adjustment
- G-181.1 Contract Modification for Protection of Resources and Improvements
- G-210.1 Violation of Contract
- G-220.1 State Suspends Operation
- D-015.1 Delivered Mis-sorted Logs and Penalties
- D-016.1 Damages for Delivered Mis-manufactured Logs

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

#### G-210.1 Violation of Contract

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

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

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

#### G-220.1 State Suspends Operations

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

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

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

#### G-230.1 Unauthorized Activity

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

#### G-240.1 Dispute Resolution

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

- a. In the event of a dispute, Contractor must make a written request to the CFO for resolution prior to seeking other relief.

- b. The CFO will issue a written decision on Contractor's request within five business days.
- c. Within five business days of receipt of the CFO's decision, the contractor may make a written request for resolution to the State Lands Steward of the Washington State Parks and Recreation Commission.
- d. Unless otherwise agreed, the State Lands Steward will hold a conference within 15 calendar days of the receipt of Contractor's request for review of the CFO's written decision. Contractor and the CFO will have an opportunity to present their positions. The State Lands Steward will issue a decision within a reasonable time of being presented with both Parties' positions.

#### G-250.1 Compliance with All Laws

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

#### G-260 Venue

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

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

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

#### G-280.1 Operating Release

An operating release is a written document, signed by the State and the Contractor, indicating that the Contractor has been relieved of certain rights or responsibilities

with regard to the entire or a portion of the timber sales contract. Contractor and State may agree to an operating release for this sale, or portion of this sale, prior to the contract expiration, when all contract requirements pertaining to the release area have been satisfactorily completed. Upon issuance of a release, Contractor's right to cut and remove forest products on the released area will terminate.

#### G-310.1 Road Use Authorization

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

#### G-330.1 Pre-work Conference

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

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

#### G-340.1 Preservation of Markers

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

#### G-370.1 Blocking Roads

Contractor shall not block paved roads within the park unless authority is granted in writing by the Contract Administrator.

#### G-430.1 Open Fires

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

G-450.1 Encumbrances This contract and Contractor's activities are subject to the following:

G-460.1 Contractor camping on site

The contractor acknowledges and agrees that they have not been granted permission to camp on state park land for the purpose of conducting logging operations.

Section P: Payments and Securities

P-030.1 Payment for Harvesting and Hauling Services

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

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

Sort Number(s)	Unit of Measure	OBT Rate
1, 2	MBF or Ton	
3, 4	Ton	

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

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

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

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

Base Rate = \$2.35

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

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

The Fuel Index Factor will be adjusted quarterly by the State based upon the U.S. Energy Information Administration’s Weekly Retail On-Highway Diesel prices for the West Coast region posted at

[https://www.eia.gov/dnav/pet/pet\\_pri\\_gnd\\_dcus\\_nus\\_w.htm](https://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_nus_w.htm) using the following formula;

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

Where;

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

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

The fuel index factor will be calculated each;

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

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

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

October and apply to loads delivered between October 1 and December

31.

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

The state must approve all haul routes and will determine travel distances prior to contractor delivery of logs to each specified destination. The State may determine alternate haul routes and delivery destinations during the course of this contract. Upon notification by the State, the Contractor is required to deliver logs: using the alternative route, or to State approved alternative delivery locations. Payment rates for approved alternate routes and delivery destinations shall be set forth by amending this clause in accordance with clause G-180.

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

<b>MBF Sort(s)</b>	<b>MBF/Tons Conversion Factor</b>
1	7.5
2	7.8
3	9.0
4	9.0

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

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

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

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

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

For payment including ferries, toll bridges, or other miscellaneous tolls, the Contractor's billing statement must include an itemized list of loads by trucker name and truck number, load ticket number and date of crossing(s): a. Reimbursement for authorized ferry tolls will be at a fixed rate of 15 for each crossing with a loaded truck and 15 for each empty return. A 'Wave2Go' statement or equivalent documentation shall be included with the itemized list. For any loads over 80' loaded and 60' empty, the Contractor will be reimbursed the actual cost, Wave2Go or ferry receipts must be provided for reimbursement. b. 'Good to Go' regulated bridge tolls will be reimbursed at a fixed rate of \$15.00 per authorized toll crossing. A "Good To Go" statement or equivalent documentation shall be included with the itemized list. This reimbursement is based upon one-way tolling, if a two-way toll is charged, payment receipts must be provided for reimbursement. c. Miscellaneous tolls controlled by the Washington State Transportation Commission (WSTC), or other government agencies, will be reimbursed at their posted rates or the actual cost; receipts must be provided.

Requests for payment of ferry and toll charges must be received by the State prior to contract termination. Contractor shall only be reimbursed for the amount of toll approved for payment by the Contract Administrator.

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

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

P-033.1 Payment for Additional Road Maintenance Work

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

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

Road	Type	Stations	Price Per Station
RD 2*	Pre-Haul/Post-Hual Maint.	43+70'	
RD 6*	Pre-Haul/Post-Hual Maint.	7+90'	
RD 7*	Pre-Haul/Post-Hual Maint.	7+50'	
All Roads**	Improvement (widening).	Up to 200+00'	
All Roads**	Light Brushing	Up to 200+00'	
Landing Spurs**	Construction	Up to 8+00'	
Landing Spurs**	Abandonment	Up to 8+00'	

Commented [DC1]: Updated to match Road Plan

One station of road construction is 100 feet. All materials, equipment time, labor, and equipment mobilization costs are included in the total price.

During the course of operations, the State may identify and require additional road maintenance work to be completed by the Contractor. The amount of payment for this additional road maintenance work deemed necessary by the State will be calculated and paid for using the equipment rates in Schedule M 'ACCESS ROAD WORK ORDER EQUIPMENT RATES'.

Upon completion of any additional road maintenance work, the Contractor shall submit a report identifying the road(s), and the number of stations that have been completed to the Contract Administrator. Once the Contract Administrator has approved the additional road maintenance work in writing, the Contractor is responsible for billing the State for additional road maintenance services performed. The billing statement shall include an itemized account of the road(s), the number of stations and which stations have been completed. The Contractor Administrator will verify that road maintenance described on the billing statement is complete prior to State making payment to Contractor.



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

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

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

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

A plan for the additional work deemed necessary by the State shall be provided by the Contractor and must be approved in writing by the State prior to commencement of work by the Contractor. After the Contract Administrator has inspected and approved the work in writing, the Contractor is responsible for billing the State for work performed. The billing statement shall include an itemized account of the equipment, labor and materials necessary for the additional work that has been completed and approved.

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

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

#### P-090.1 Performance Security

Prior to start of any operations Contractor agrees to provide one or more of the following State approved performance securities; cash, savings account assignment, certificate of deposit assignment, irrevocable standby letter of credit, or a Miller Act bond, for the amount of \$70,000.00. At least 50% must be in a form other than a bond, unless otherwise agreed to by the State.

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

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

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

#### P-100.1 Performance Security Reduction

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

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

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

### Section L: Log Definitions and Accountability

#### L-010.1 Forest Products Conveyed

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

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

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

#### L-060.1 Load Tickets

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

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

#### L-080 Scaling Rules

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

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

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

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

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

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

Contractor shall file with the Contract Administrator and Contract Administrator shall approve a map showing the haul route, which unscaled and unweighed logs will travel from the harvest area to the weighing/scaling location and approved destinations. The Contractor must notify Contract Administrator within 24 hours of any deviation from the haul route. The route of haul may be changed by prior agreement of the State and the Contractor. The Contract administrator must be notified by the Contractor of any overnight stays of an unscaled or unweighed load of logs. L-130.1 Conversion Factors Forest products harvested and delivered from the sale area that are not measured in units specified in the P-030.1 'Payment for Harvesting and Hauling Services' clause of

this contract shall be converted to the contract specified payment units using Department of Natural Resources conversion factors unless a plan to do otherwise has been pre-approved by the State.

## Section H: Harvesting Operations

### H-013.1 Reserve Tree Damage Definition

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

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

- a) A reserve tree has one or more scars on its trunk exposing the cambium layer, which in total exceeds 100 square inches.
- b) A reserve tree's top is broken or the live crown ratio is reduced below 30 percent.
- c) A reserve tree has more than 1/3 of the circumference of its root system injured such that the cambium layer is exposed
- d) A reserve tree is cut without approval and approved replacement by the Contract Administrator.

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

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

### H-017 Preventing Excessive Soil Disturbance

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

### H-025 Timing Requirements for Timber Removal

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

#### H-030.1 Timber Falling

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

#### H-052.1 Branding and Painting

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

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

#### H-120.1 Harvesting Equipment

Forest products harvested under this contract shall be harvested and removed using conventional, ground-based harvest system. Authority to use other equipment or to operate outside the equipment specifications detailed above must be approved in writing by the State.

#### H-140.1 Special Harvest Requirements

The prescription for this harvest is a variable density thinning with skips and gaps designed to improve forest health and aesthetics. The Contractor shall accomplish the following during the harvest operations:

##### 1. Tree Removal:

- Not all trees eligible for removal have been marked. Approximately 10-acres of representative sample area within each unit have been fully marked as an example of the prescription to be applied across that unit. Within the sample areas all trees marked with a blue band of paint at breast height are eligible for removal. Outside of the sample areas it is the Contractor's responsibility to implement the prescription using the criteria that follow.
- Leave Tree Criteria
  - Thin generally from below (cut smaller trees first).
  - Cut only (DF) and black cottonwood (CW). Retain all other trees.
  - Leave the straightest, best quality trees with live crowns >40%.
  - Minimum cut diameter: 5" DBH
  - Maximum cut diameter: 20" DBH
  - Even spacing is not desired. Focus on leave tree criteria over spacing and try to clump multiple retention trees together if possible.
  - Leave snags with >12" DBH where operationally feasible. Remove all snags

capable of reaching utility lines and paved public roads.

- Leave clumps of dominant and co-dominant trees (2-4 trees within 12' of each other) where they exist. Widen spacing elsewhere to meet stand average basal area (BA) targets.
- Skips are areas where no trees are to be cut and are delineated within the harvest units by orange flagging. They are generally less than 1-acre in size. Do not cut any trees within skips.
- Gaps are areas where all eligible species of trees are to be cut and are delineated within harvest units by blue flagging. They are generally less than 0.5-acres in size. Cut all eligible species within gaps.
- Do not cut trees with flagging on them.
- Release red cedar, western hemlock, and big leaf maple >8" DBH by cutting surrounding trees within a 30' radius from the trunk.

Variable Density Thinning Targets by Basal Area (BA)

Unit Number	Current BA	Target BA	Harvest BA	% BA Harvested
<b>Unit 1</b>	200	120	80	40%
<b>Unit 2</b>	200	120	80	40%
<b>Unit 3</b>	165	120	45	27%
<b>Unit 4</b>	130	90	40	31%

- **Park Infrastructure:** Care shall be taken during harvest activities to prevent damage to Park infrastructure. Damage to trails is anticipated but can be minimized by crossing trails perpendicularly and in as few places as possible to reasonably accomplish yarding. Repair of any damage to park infrastructure and excessive damage to park roads or trails will be the responsibility of the contractor.
- **Weeds:** Contractor shall ensure equipment is free of soil/debris prior to entering the site to minimize the risk of introducing noxious weeds. Contractor will notify Contract Administrator of the days that equipment is expected to arrive at the park so it may be inspected for soil/debris. Contract Administrator reserves the right to deny entry of equipment when there is a reasonable concern of noxious weed introduction.
- **Roads Maintenance and Hauling Restrictions:** Contractor shall have the right to use all roads on the designated haul route identified in the timber sale map (Schedule B) to accomplish their activities. No new roads will be built other than temporary road spurs to landings. All roads must be returned to pre-work condition or better at the completion of operations. Hauling of material may be done Monday through Friday from 5:00 am to 7:00 pm unless authorized in writing by Contract Administrator.

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

H-150.1 Required Removal of Forest Products

Contractor shall remove from the sale area, present for scaling and deliver to the designated purchaser locations specified in the G-022.1 clause unless directed otherwise by the Contract Administrator:

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

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

#### H-161.1 Excessive Timber Breakage

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

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

#### H-190 Completion of Settings

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

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

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

#### Section C: Construction and Maintenance

##### C-040.1 Road Plan

No new road construction is needed other than temporary landing spurs. However, pre-haul and post-haul maintenance and improvement is needed on some existing roads in order to facilitate hauling and equipment use. The scope of this road improvement is anticipated to include up to 5,000 feet of prehaul/posthaul maintenance, up to 5,000 feet of light brushing, and up to 800 ft of temporary spur construction and abandonment. At one location a dirt berm and several large rocks need to be removed to reopen access to an abandoned road. See Road Plan for additional details (EXHIBIT XX).

##### C-055.1 Contractor Additional Road Maintenance and Repair

On all park roads used for harvest operations, Contractor shall perform additional road maintenance or repair work as directed by the Contract Administrator. All additional road maintenance or repair work completed by the Contractor shall be paid for as outlined in clause P-033.1.

##### C-060.1 Designated Road Maintainer

If required by the State, the Contractor shall perform maintenance and replacement work as directed by the Contract Administrator on all roads not included in clause C050.1 and C-055.1. The Contractor shall furnish a statement, in a form satisfactory to the State showing the costs incurred while performing this work. Costs shall be based on the rates set forth in the equipment rate schedule on file at the Region office or Engineering Division in Olympia. The State shall reimburse the Contractor for said costs within thirty (30) days of receipt and approval of the statement.

##### C-090 Landing Location

Landing locations shall be marked by the Contractor and approved by the Contract Administrator prior to construction.

#### Section S: Site Preparation and Protection

##### S-001 Emergency Response Plan

An Emergency Response Plan (ERP) shall be provided to the Contract Administrator containing but not limited to, valid contact numbers and procedures for medical



emergencies, fire, hazardous spills, forest practice violations and any unauthorized or unlawful activity on or in the vicinity of the sale area. The Contract Administrator and the State shall be promptly notified whenever an incident occurs requiring an emergency response.

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

#### S-010.1 Fire Hazardous Conditions

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

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

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

#### S-030 Landing Debris Clean Up

Landing debris shall be disposed of in a manner approved in writing by the Contract Administrator. Slash brought to landings must be consolidated into piles at the direction of the contract administrator. Post-harvest slash abatement activities may be a quotable item to be determined during logging operations.

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

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

#### S-060.1 Pump Truck or Pump Trailer

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

#### S-070.1 Water Supply

Contractor shall provide, during the "closed season", a water supply with a minimum capacity of 300 gallons for rapid filling of pump trucks or trailers at a location designated by the Contract Administrator.

#### S-100 Stream Cleanout

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

#### S-130.1 Hazardous Materials

- a) **Hazardous Materials and Waste - Regulatory Compliance**  
Contractor is responsible for understanding and complying with all applicable local, state, and federal hazardous material/waste laws and regulations for operations conducted under this contract. Such regulations pertain to, but may not be limited to, hazardous material storage, handling and transport, personnel protection, release notification and emergency response, cleanup and waste disposal. Contractor shall be responsible for restoring the site in the event of a spill.
- b) **Hazardous Materials Spill Prevention**  
All operations shall be conducted in a manner that avoids the release of hazardous materials, including petroleum products, into the environment (water, air or land).
- c) **Hazardous Material Spill Containment, Control and Cleanup**  
If safe to do so, Contractor shall take immediate action to contain and control all hazardous material spills. Contractor shall ensure that enough quick response spill kits capable of absorbing 10 gallons of oil, coolant, solvent or contaminated water are available on site to quickly address potential spills from any piece of equipment at all times throughout active operations. If large quantities of bulk fuel/other hazardous materials are stored on site, Contractor must be able to effectively control a container leak and contain & recover a hazmat spill equal to the largest single on site storage container volume. (HAZWOPER reg. 29CFR 1910.120 (j) (1) (vii)).
- d) **Hazardous Material Release Reporting**  
Releases of oil or hazardous materials to the environment must be reported according to the State Department of Ecology (ECY). It is the responsibility of the Contractor to have all emergency contact information readily available and a means of remote communication for purposes of quick notification. In the event of a spill, the Contractor is responsible for notifying the following:

Appropriate Department of Ecology regional office (contact information below).  
Contract Administrator

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

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

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

ECY - Eastern Region: 1-509-329-3400 (Adams, Asotin, Columbia, Ferry, Franklin, Garfield, Grant, Lincoln, Pend Oreille, Spokane, Stevens, Walla Walla, and Whitman counties) S-131.1 Refuse Disposal As required by RCW 70.93, All Contractor generated refuse shall be removed from state lands for proper disposal prior to termination of this contract. No refuse shall be burned, buried or abandoned on state forest lands. All refuse shall be transported in a manner such that it is in compliance with RCW 70.93 and all loads or loose materials shall be covered/secured such that these waste materials are properly contained during transport.

#### Section D: Damages

##### D-010.1 Liquidated Damages

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

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

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

Mis-sorted log volume will be considered on a per load basis. When mis-sorts amount to more than 12% of a load's total volume, as determined by a third-party scaling organization, the State is harmed and an adjustment to the Contractor's harvesting payment may be made. For the improper delivery of mis-sorted logs, the State may reduce the harvesting payment by \$100.00 for each load delivered which contained mis-sorted volume in excess of 12%, as documented by third-party scaling ticket.

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

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

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

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

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

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

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

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

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

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

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

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

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

#### D-030.1 Inadequate Log Accountability

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

For these reasons, Contractor's payments for harvesting under this contract will be reduced in the following amounts, as liquidated damages, to compensate the State for these breaches:

a sum of \$100.00 each time a load of logs does not have branding as required in the contract,  
\$250.00 each time a load of logs does not have a load ticket as required by the contract, \$250.00 each time a load ticket has not been filled out as required by the plan of operations,  
\$250.00 each time a load is weighed or scaled at a facility not approved as required by the contract,  
and \$250.00 each time load and weight scale data is not presented to the weighing/scaling official,  
and \$250 each time a ticket is either lost or otherwise unaccounted for.

#### D-041.1 Reserve Tree Excessive Damage

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

IN WITNESS WHEREOF, the Parties hereto have entered into this contract. The State agrees to pay for and the Contractor agrees to provide timber harvesting, road construction, weighing and/or scaling, and hauling services as specified under the terms of this Harvesting Services Contract.

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WASHINGTON STATE  
PARKS AND RECREATION COMMISSION

\_\_\_\_\_  
Contractor

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

Address:

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

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**Schedule A**

**Thinning Prescription**

The prescription for this harvest is a variable density thinning with skips and gaps designed to improve forest health and aesthetics. The purchaser shall not deviate from the requirements set forth in this schedule without prior written approval by the Contract Administrator.

**Note:** Not all trees eligible for removal have been marked. Approximately 10-acres of representative sample area within or adjacent to each unit have been fully marked as an example of the prescription to be applied across that unit. Within the sample areas all trees marked with a blue band of paint at breast height are eligible for removal. Outside of the sample areas it is the Contractor’s responsibility to implement the prescription using the criteria that follow.

- Cut Tree and Leave Tree Criteria:
  - Thin generally from below (cut smaller trees first).
  - Cut only (DF) and black cottonwood (CW). Retain all other species of trees.
  - Leave the straightest, best quality trees with live crowns >40%.
  - Minimum cut diameter: 5” DBH
  - Maximum cut diameter: 20” DBH
  - Even spacing is not desired. Focus on leave tree criteria over spacing and try to clump multiple retention trees together if possible.
  - Leave snags with >12” DBH where operationally feasible. Remove all snags capable of reaching utility lines and paved public roads.
  - Leave clumps of dominant and co-dominant trees (2-4 trees within 12’ of each other) where they exist. Widen spacing elsewhere to meet stand average basal area (BA) targets.
  - Skips are areas where no trees are to be cut. They are generally less than 1-acre and are marked along the outer boundary by orange flagging. Do not cut any trees within skips.
  - Gaps are areas where all eligible species of trees are to be cut. They are generally less than 0.5-acres and are marked along the outer boundary by blue flagging. Cut all eligible species within gaps.
  - Do not cut trees with flagging on them.
  - Release red cedar, western hemlock, and big leaf maple >8” DBH by cutting surrounding trees within a 30’ radius from the trunk.

**Variable Density Thinning Targets by Basal Area (BA), Trees per Acre (TPA), and Target Spacing**

Unit Number	Current BA	Target BA	Harvest BA	% BA Removed	Target TPA*	Target Spacing*
<b>Unit 1</b>	200	120	80	40%	130	18.3'
<b>Unit 2</b>	200	120	80	40%	140	17.7'
<b>Unit 3</b>	165	120	45	27%	105	20.4'
<b>Unit 4</b>	130	90	40	31%	65	25.9'

\*The primary metric for meeting target stocking is Target BA. Target TPA and Target Spacing are secondary metrics that are sometime easier to visualize. However, they don’t apply evenly across each unit, so basal area is the primary metric that will be measured during sale compliance.

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**SCHEDULE M**

**ACCESS ROAD WORK ORDER EQUIPMENT RATES**

Effective 07/01/2022

<b>Motor Grader</b>		
To 140 HP	CAT 120H, 120M	177.00
To 175 HP	John Deere 670D, 670G, 672D, G; CAT 12M; CAT 140G; CAT143H; Volvo G930; Komatsu GD-655-3	219.00
To 200 HP	John Deere 772; CAT 140M; Volvo G940;	238.00
Over 200 HP	CAT 160M, 14M, 16H; Komatsu GD-825A-2	308.00
<b>Ripper/Scarifier Use</b>		
	To 140 HP	4.80
	To 175 HP	7.20
	Over 175 HP	12.00
<b>Front End Loader; Loader/Backhoe</b>		
To 75 HP	JD 310 L EP, CAT 416D, CAT 416E; Komatsu WB142-2	142.00
To 110 HP	CAT 420E; Case 580, 590; CAT 908H, 914G; John Deere 344J	150.00
To 160 HP	CAT 924H, 930H; Hyundai HL730-9; John Deere 524K	152.00
Over 160 HP	John Deere 624K; Case 621E; CAT 938H, 950H, 966K	170.00
	Addition for special attachment use: compactor, clam, extendaboom, etc.	7.80
<b>Gravel Trucks</b>		
	On-Highway Rear Dump	165.00
	On-Highway Rear Dump Transfer Trailer (2 axles, 10 CY)	18.00
	On-Highway Bottom Dump Trailer (3 axles, 12 CY)	18.00
<b>Dozers</b>		
To 75 HP	Case 650 K; CAT D3K XL	135.00
To 105 HP	CAT D4K, D5K; Case 750K, 850K; John Deere 450J, 550J, 650J; Komatsu D37EX-24	176.00
To 135 HP	CAT D6K; Case 1150K, John Deere 700J; Komatsu D51EX-22	200.00
To 185 HP	John Deere 750J; Case 1650, 1850; CAT D6N; Komatsu D61EX -15	227.00

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To 240 HP	CAT D6T, D7E; John Deere 850J; Komatsu D65EX-17	262.00
Over 240 HP	CAT D8T; John Deere 950J	378.00

**Ripper Use**

To 180 HP		9.00
To 235 HP		15.00
Over 235 HP		24.00

**Tractor Brush Cutters**

To 67 PTO HP		120.00
To 80 PTO HP		127.00
Over 80 PTO HPJD 6320		136.00

**Excavators**

To 60 HP	Kubota U45, U55; John Deere 50D; Hitachi 50U; CAT 307D	138.00
To 95 HP	CAT 312D, 314D; Hitachi 120-3, 135US-3; Link-Belt 135; Komatsu PC 120-6, PC130-8; John Deere 120D, 135D	178.00
To 120 HP	CAT 315D; John Deere 160LC; Doosan 175LCV; Komatsu PC160LC-8; Link-Belt 160 LX; Volvo EC160C L	205.00

**ACCESS ROAD WORK ORDER EQUIPMENT RATES**

Effective 07/01/2022

**Excavators (continued)**

To 140 HP	CAT 319D L, 320C; Hitachi 160LC-3; Link-Belt 210LX	212.00
To 170 HP	CAT 320D; Hitachi 200LC-3, Link-Belt 240 LX; PC220LC-8; John Deere 225D LC; Volvo EC240C	215.00
To 230 HP	CAT 324D, 324E, 328D, 329D; John Deere 240D, 270D, 290G; Hitachi 240LC-3 270LC-3; Link-Belt 290 LX RBI; Volvo EC 290C	250.00
Over 230 HP	CAT 330D L, 336; Volvo EG330C, John Deere 350G, 350D; Komatsu PC300LC-8, PC390LC11; Link-Belt 330 X4; Hitachi 330LC-6, 350LC-3	280.00
Add Attachment Rate to Excavator		36.00

**Self Propelled Vibratory Compactors**

To 80 HP	Bomag BW145DH-40, BW177D-40; Dynapac CA150D; Sakai SV 201D; Ing. Rand SD45F TF	140.00
To 125 HP	Bomag BW177PDBH-40; CAT CP-433E; Sakai SV400D-II; Dynapac CA152D	160.00
Over 125 HP	Bomag BW211PD-40; Dynapac CA262D; Ing Rand SD105DA TF; Sakai SV505D-I	190.00

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<b>Track Mounted Rock Drills (with one operator)</b>	
To 4.5 inch diameter hole	380.00
Over 4.5 inch diameter hole	446.50

<b>Heavy Equipment Hauling</b>	
On-Highway Rear Dump	165.00
Tilt Deck Utility Trailer (2 axle, up to 40,000 lbs)	10.00
Tilt Deck Utility Trailer (3 axle, up to 50,000 lbs)	13.00

On-Highway Truck Tractor (GVW up to 50,000 lbs)	142.00
Lowbed Trailer (2-axle, up to 50,000 lbs)	15.00
Lowbed Trailer (3-axle, up to 80,000 lbs)	35.00

<b>Water Trucks</b>	
On-Highway Water Tanker (3,000 gallon capacity)	104.00
On-Highway Water Tanker (4,000 gallon capacity)	126.00
Off-Highway Water Tanker (5,000 gallon capacity)	147.00

<b>Power Saws; Pumps</b>	10.00
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<b>Laborer Wages (Fully Burdened Rates including profit and overhead)</b>	
Laborer- Journey Level	50.00
Laborer- Apprentice Level	47.00

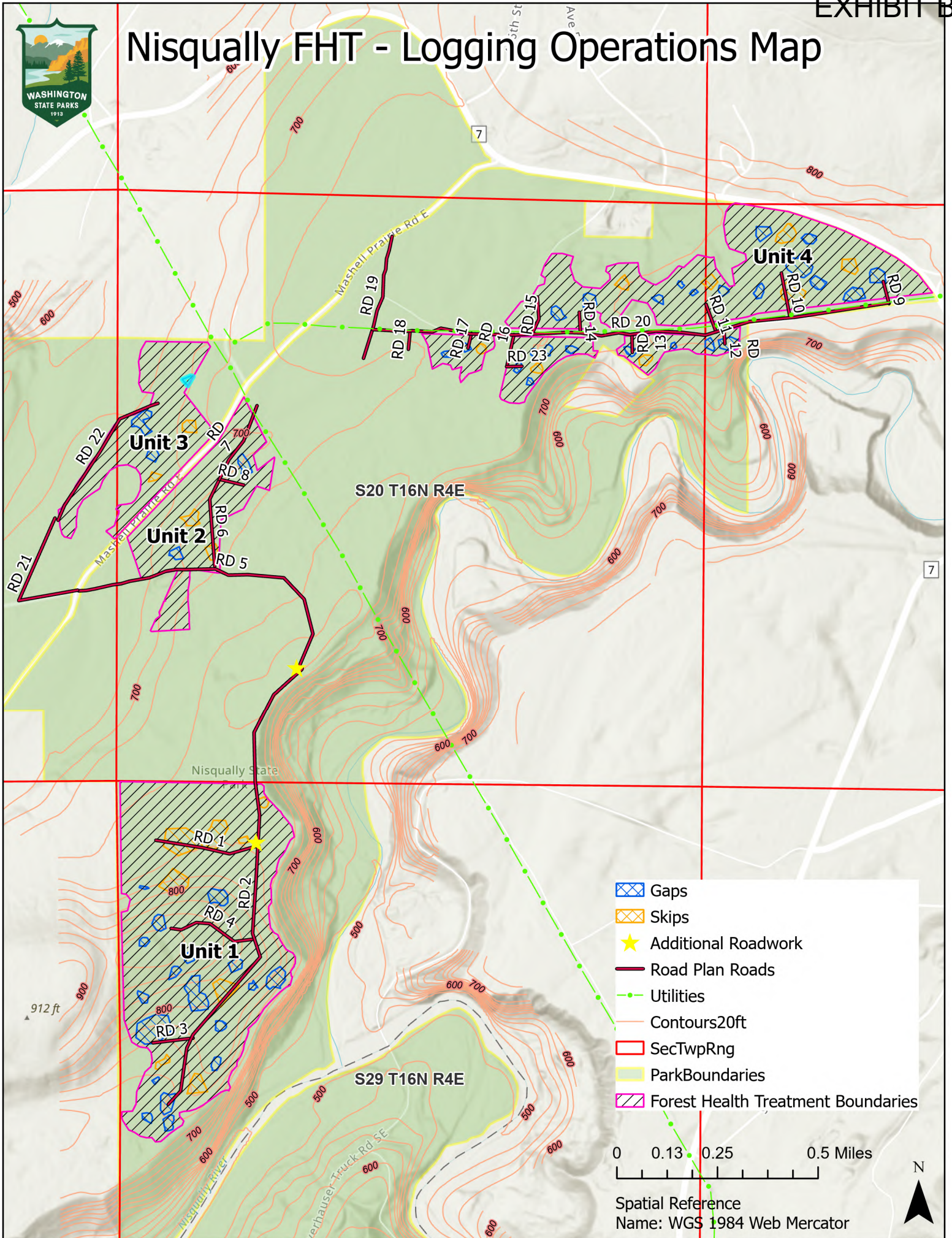
**Notations**

- 1 HP taken at the Flywheel unless stated otherwise.
- 2 WA Sales Tax - Add sales tax only if an activity is not directly tied to a state timber sale. Sales tax on purchased material will be reimbursed.
- 3 Hourly rates include operator, owning and operating costs, profit and overhead, and also includes all costs of service and support vehicles.
- 4 Specification data such as weight and flywheel HP can be determined upon request by providing equipment make and model information.
- 5 Rates for equipment not included in this schedule can be determined upon request.





# Nisqually FHT - Logging Operations Map



- Gaps
- Skips
- Additional Roadwork
- Road Plan Roads
- Utilities
- Contours 20ft
- SecTwpRng
- Park Boundaries
- Forest Health Treatment Boundaries

0 0.13 0.25 0.5 Miles

Spatial Reference  
Name: WGS 1984 Web Mercator





# EXHIBIT C

FPA/N #: 2423981

Received Date: 6/13/2024

Completed Date: 6/13/2024

WDFW Concurrence Due Date: /

WDFW Concurrence Received: /

Comments Due Date: 6/27/2024

Decision Due Date: 7/13/2024

FP Forester: EC-3885

WDFW Biologist: Leigh

Shutdown Zone: 657

## Forest Practices Application/Notification Office Checklist Page 1 South Puget Sound Region

FPA/N CLASSIFICATION: <input type="checkbox"/> II <input type="checkbox"/> III <input type="checkbox"/> IVG <input checked="" type="checkbox"/> IVS		<input type="checkbox"/> Biomass <input type="checkbox"/> 20-Acre Exempt   EARR TC <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Landowner Name:	Washington State Parks & Recreation	Project Name:	Nisqually Forest Health Thinning
WRIA: <u>Nisqually</u>	WRIA: _____	WRIA: _____	WRIA: _____
Legal: <u>19, 20, 21, 29-16-04E</u>	County: <u>Pierce</u>	County: _____	County: _____
Activity Type(s):	Harvest: <u>209.5</u> ac	Crossing: _____ #	Rock Pit: _____ ac
	Spoils: _____ cy	Construction: <u>2364.7</u> ft	Abandonment: <u>11485.8</u> ft

### ALTERNATIVE PRESCRIPTIONS

- Alternate Plan  Fixed-Width  Overstocked
- 10-Year Management Plan  Statement of Intent
- Columbia River Gorge National Scenic Area
- WAU Prescriptions: \_\_\_\_\_
- Habitat Conservation Plan  HCP Crosswalk(s)
- Landowner Option Plan for Northern Spotted Owl
- Cooperative Habitat Enhancement Agreement

### RESOURCE REVIEW

- Potentially Unstable Slopes  In  Over  Around
- Soils Map  Highly Erodible  Highly Unstable
- SLPSTAB |  40+%  70+%
- Landslide Inventory Polygon
- Avalanche  WSDOT  FP
- Rain-on-Snow  Outside Approved WAU
- Hydric Soils
- Wetland  Forested  A  B  HCP
- In WMZ of  A  B Wetland
- In RMZ/ELZ of Type  S  F  Np
- HCP Buffers  LGE Buffers  Np 29'
- Bull Trout Overlay  HCP Bull Trout Population
- Arsenic Plume 40.1+  WNHP Rare Species
- Group A or B Water Supply
- Hatchery | Name: \_\_\_\_\_
- Even-Aged Harvest greater than 120 Acres
- Ground-based Equipment on Slopes ≥ 40%
- Road Construction on Slopes ≥ 65%
- Saltwater Islands  Long Term Commitment Area
- In or Over Typed Water  S  F  Np  Ns
- Water Verification  Wetland Verification  WAI

### ASSOCIATED NON-SCANNED DOCUMENTS – On file with the FPA/N at the Region office.

- SEPA Checklist/Documents
- Older WTMF # \_\_\_\_\_
- Road Maintenance and Abandonment Plan # 2700554

### ASSOCIATED SCANNED DOCUMENTS

- Appendix A: Water Type Classification Worksheet
- New WTMF # \_\_\_\_\_
- Appendix D: Slope Stability Informational Form
- Qualified Expert  Report  Letter/Memo
- Appendix E: CMZ Assessment Form
- Appendix F: Stream Shade Assessment  16°  18°
- Appendix G: Np RMZ Worksheet
- Appendix H: Natural Regeneration Plan
- Appendix I: Watershed Analysis Worksheet
- Appendix J: Marbled Murrelet Form
- FPHP Plans & Specifications
- SFLO RMAP Checklist  FFFPP
- Conversion Option Harvest Plan (COHP)
- SEPA DNS/MDNS  LGE Permit(s)/Info
- DFC Printout
- Other: MM Survey Results

### ADDITIONAL COMMENTS:





# Forest Practices Application/Notification Western Washington

For DNR Region Office Use Only	
FPA/N No.:	2423981
Region:	SPS
Date of Receipt:	10/13/2024

Project Name: Nisqually Forest Health Thinning

PLEASE READ FPA/N INSTRUCTIONS PRIOR TO COMPLETING THIS APPLICATION.

### 1. Landowner, Timber Owner and Operator

Legal Name of Landowner Washington State Parks and Recreation Commission	Legal Name of Timber Owner <input checked="" type="checkbox"/> Same as Landowner	Legal Name of Operator <input checked="" type="checkbox"/> Same as Landowner
Mailing Address 1111 Israel Rd. S.W.	Mailing Address	Mailing Address
City, State, Zip Olympia, WA 98504-2650	City, State, Zip	City, State, Zip
Phone: 360-386-2990 Email: david.cass@parks.wa.gov	Phone: Email:	Phone: Email:

Contact Person: David Cass	Phone: 360-386-2990 Email: David.Cass@parks.wa.gov
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### 2. Are you converting any portion of the land to non-forestry use within three (3) years of harvest?

No  Yes If yes, include a SEPA checklist and SEPA determination (if applicable) and copies of county clearing and grading permits (if applicable).

### 3. If you are harvesting timber, enter the Forest Tax Number of the Timber Owner.

800-888-888

Contact the Department of Revenue at 360-534-1324 to obtain a forest tax number or further information.

### 4. Are you eligible for the Enhanced Aquatic Resources Requirements (EARR) Tax Credit? See FPA/N instructions for further information.

No  Yes

**5. Are you a small forest landowner per RCW 76.09.450? See FPA/N instructions for details.**

- No  Yes **If yes, check all that apply.** If no, skip to Question 6.
- My entire proposed harvest area is on a single contiguous ownership consisting of one or more parcels.
  - My proposed forest practices activities are within an area covered by an approved Forest Stewardship Plan or Forest Management Plan developed in cooperation with DNR.
  - I received technical assistance from a DNR small forest landowner Stewardship and Technical Assistance Forester in preparing this FPA/N.

**6. Are you substituting prescriptions from an approved state or federal conservation agreement or Watershed Analysis?**

- No  Yes Write "HCP" or "Using Prescriptions" in tables that apply. Attach or reference prescriptions and/or crosswalk(s) for approved state and federal conservation agreements or Watershed Analysis on file at the region office.

**7. What is the legal description of your forest practices?**

Section	Township	Range	E/W	Tax Parcel Number	County
29	16	4	E	0416292002, 0416293000	Pierce
20	16	4	E	0416201006, 0416202007, 0416202008	Pierce
21	16	4	E	0416201006	Pierce
19	16	4	E	0416194008	Pierce

**8. Have you reviewed this forest practices activity area to determine whether it may involve historic sites and/or Native American cultural resources? Please read FPA/N instructions prior to answering this question.**

- No  Yes If you made any contacts, please provide information in Question 28.

**9. Do you have a DNR approved Road Maintenance and Abandonment Plan (RMAP)?**

- a.  No  Yes If no, skip to c.,  
If yes, enter your RMAP number and then continue to b.: R2700554
- b.  No  Yes Is this Forest Practices Application/Notification for work that is included in this approved RMAP?  
Continue to Question 10.
- c.  No  Yes Is a Small Forest Landowner Checklist RMAP required? (see instructions)

**10. Are there potential unstable slopes or landforms in or around the area of your forest practices activity?**

- No  Yes If yes, attach Appendix D. Slope Stability Informational Form and map of areas reviewed for and locations of unstable slopes and landforms found. If applicable, attach a geotechnical letter, memo, or report, Watershed Analysis prescriptions, and/or SEPA Environmental Checklist.



**11. Is this Forest Practices Application/Notification** (answer all of the following questions)

- a.  No  Yes A request for a multiyear permit? If yes, length requested:  4 years or  5 years.  
*See FPA/N instructions to verify you qualify for a multiyear permit.*
- b.  No  Yes An Alternate Plan? If yes, include a template Alternate Plan Form or detailed plan. *See FPA/N instructions for details.*
- c.  No  Yes For a funded Forest Family Fish Passage Program (FFFPP) project?
- d.  No  Yes Within an urban growth area? If yes, review FPA/N instruction for additional required documents.
- e.  No  Yes Within a public park? If yes, include a SEPA Environmental Checklist or SEPA Determination, except for harvest/salvage of less than 5,000 board feet within a developed public park.  
Park Name: Nisqually State Park
- f.  No  Yes Within 500 feet of a public park? Park Name: \_\_\_\_\_
- g.  No  Yes Part of an approved Conversion Option Harvest Plan (COHP) prepared by a local government entity? If yes, include a copy.
- h.  No  Yes Within 200 feet of the Ordinary High Water Mark (OHWM) or floodway of Type S Water? If yes, check with the county or city to determine whether a Substantial Development Permit is required under the local shoreline master plan.
- i.  No  Yes Within 50 miles of saltwater AND you own more than 500 acres of forestland in Washington state? If yes, include Appendix J. Marbled Murrelet Form or attach/reference applicable HCP prescriptions.
- j.  No  Yes In or directly adjacent to a potential Channel Migration Zone (CMZ)? If yes, include Appendix E. CMZ Assessment Form or attach/reference applicable HCP and/or Watershed Analysis prescriptions.

**You are required to verify all waters within 200 feet of your proposed forest practices activities prior to submitting a Forest Practices Application/Notification.** Use Appendix A. Water Type Classification Worksheet and/or a Water Type Modification form to explain how you verified water types. *See Water Typing Requirements in the FPA/N instructions for details.*

**\*\*\* IF NOT WORKING IN OR OVER TYPED WATER, SKIP TO QUESTION 16 \*\*\***

**Prior to answering Questions 12-15 in this section, please refer to the Forest Practices Application/Notification Instructions and Forest Practices Board Manual Section 5.**

**12. Are you proposing any of the following projects NOT permitted by current HPAs from WDFW?**

- a.  No  Yes Installing, replacing, or repairing a culvert at or below the bankfull width of Type S or F water that exceeds a five percent gradient?
- b.  No  Yes Constructing, replacing, or repairing a bridge at or below the bankfull width of unconfined streams in Type S or F water?
- c.  No  Yes Placing fill material within the 100-year flood level of unconfined streams in Type S or F water?

**13. Have you consulted with DNR and/or WDFW about the proposed hydraulic project(s) in or over Type S or F water?**

- No  Yes

14. If installing, replacing, removing, or maintaining structures in or over any typed water, complete the table below. Provide crossing locations and identifiers on your Activity Map. Provide plan details in Question 28 or attach plan to the FPA/N. Type S, F and complex Type N waters require detailed plan information per WAC 222-24-042(2). See FPA/N instructions for detailed plan requirements.

Crossing Identifier (letter, number)	Water Type (S, F, Np, Ns)	Planned Activity (install, replace, remove, temporary, maintenance)	Structure (bridge, ford/equipment crossing*, puncheon/fill, arch, round culvert, other)	Proposed Size (width x length)	Culvert Design Method (F and S only) (no-slope, stream-sim, hydraulic, other)	Channel Bed Width (F and S only) (ft)	Stream Gradient (F and S only) (%)	Is this an RMAP Project

\*Fords and/or equipment crossings on Type S and F Waters may result in an unauthorized incidental take of certain threatened or endangered fish species. For more information, see 'Background for the State's Incidental Take Permits for certain threatened and endangered fish species' following Question 22 of the FPA/N Instructions.

15. If conducting any of the following activities in or over typed water, complete the table below. Some activities will require identifiers on the Activity Map and/or more information in Question 28. See FPA/N instructions for details.

Activity	Type S Water	Type F Water	Type Np Water	Type Ns Water
Equipment Crossing*	PROVIDE DETAILS IN QUESTION 14			
Suspending Cables				
Cable Yarding				
LWD Placement/Removal				
Beaver Dam Removal				
Felling and Bucking				
Other (describe in Question 28)				

\*Fords and/or equipment crossings on Type S and F Waters must be identified in Question 14.

16. If constructing or abandoning forest roads, complete the table below. Show the road locations and identifiers on the Activity Map. Include abandonment plans for all temporary roads and abandonment projects. See FPA/N instructions for abandonment plan requirements.

Road Identifier (name, number)	Road Construction		Road Abandonment	
	Length (feet)	Steepest Side-slope (%)	Length (feet)	Abandonment Date (MM/YYYY)
See Additional Information				



**17. If depositing spoils and/or expanding or developing a rock pit for forestry use, complete the table below.**

Show locations and identifiers on the Activity Map.

Spoil Area Identifier <i>(letter, number)</i>	Amount of Spoils Deposited <i>(cubic yards)</i>	Rock Pit Identifier <i>(name, number or letter)</i>	Acres of New Rock Pit Developed	Acres of Existing Rock Pit Expanded

**18. If operating within 200 feet of a wetland that is not associated with Type S or F Water, complete the table below.** Wetlands associated with Type S or F Water should be listed in Question 25 or Question 23 if using 20-acre exempt rules. Show the boundaries of each wetland, along with its identifier, and Wetland Management Zone (WMZ) on the Activity Map. *See FPA/N instructions for details.*

Wetland Identifier <i>(letter, number)</i>	Wetland Type <i>(A, B, Forested)</i>	Planned Activities in Wetland	Planned Activities in Maximum Width WMZ	Total Wetland Acres	How many acres will be drained?	How many acres will be filled?
			See Additional Informatio			

**\*\*\* IF NOT HARVESTING OR SALVAGING TIMBER, SKIP TO QUESTION 27 \*\*\***

**19. If harvesting or salvaging timber, complete the table below.** Show all harvest areas and unit numbers on the Activity Map. For even-aged harvest units, show surrounding stand information on the Activity Map. *See FPA/N instructions for details.*

Unit Number	Harvest Method <i>(Even-aged, Uneven-aged, Salvage, Right of Way)</i>	Biomass Harvest <i>(Y or N)</i>	Logging System <i>(rubber tired skidder, tracked skidder, dozer, shovel, full suspension cable, leading end suspension cable, helicopter, cable assist/tethered, animal, chipper, forwarder, slash bundler)</i>	Acres to be Harvested	Volume to be Harvested <i>(mbf)</i>	Biomass Volume to be Harvested <i>(tonnage)</i>	Volume to be Harvested (%)	Steepest Slope in Harvest Unit (%)
1	Uneven-aged	N	ground-based logging	86.7	902	0	40%	15%
2	Uneven-aged	N	ground-based logging	24.0	168	0	40%	5%
3	Uneven-aged	N	ground-based logging	26.3	155	0	27%	5%
4	Uneven-aged	N	ground-based logging	72.5	370	0	31%	5%

**20. Reforestation.** Check all that apply:

- Planting. Tree Species: THPL, ACMA3, TSHE, PISI, PICO, PIMO
- Natural. Include a Natural Regeneration Plan
- Not required because of one of the following:
- I am converting some or all of this land to non-forestland in the next three (3) years or lands are exempted under WAC 222-34-050.
  - Individual dead, dying, down, or wind-thrown trees will be salvaged.
  - Trees are removed under a thinning program reasonably expected to maximize the long-term productivity of commercial timber.
  - I am leaving at least 100 vigorous, undamaged, and well distributed saplings or merchantable trees per acre.
  - An average of 190 tree seedlings per acre are established on the harvest area and my harvest will not damage them.
  - Road right-of-way or rock pit development harvest only.

**\*\* IF YOU OWN MORE THAN 80 ACRES OF FORESTLAND IN WASHINGTON, SKIP TO QUESTION 25 \*\***

**21. Are you using the exempt 20-acre parcel riparian management zone (RMZ) rule on Type S, F, or Np Waters?**

*See FPA/N instructions for details.*

- No Skip to Question 25.
- Yes Continue to Question 22. *See FPA/N instructions for qualifications and information.*

**22. Choose the answer below that best fits your situation. Show all RMZs on the Activity Map.**

- a. **ALL of the following apply to me and my land: if no, answer b.**
- Between June 5, 2006 and today's date I have always owned less than 80 acres of forestland in Washington.
  - Between June 5, 2006 and today's date this parcel has always been 20 acres or less of contiguous ownership. *See RCW 76.09.020 for definition of "contiguous".*
  - Between June 5, 2006 and today's date this parcel has always been owned by me or someone else that has owned less than 80 acres of forestland in Washington.
- b. **ONE OR MORE of the following apply to me and/or my land (check all that apply):**  
If any of the statements below apply AND you use the exempt 20-acre parcel RMZ rule, you are NOT authorized under the State's Incidental Take Permits. *See FPA/N instructions for details.*
- Between June 5, 2006 and today's date I have owned more than 80 acres of forestland in Washington.
  - Between June 5, 2006 and today's date this parcel has been a part of more than 20 acres of contiguous ownership. *See RCW 76.09.020 for definition of "contiguous".*
  - Between June 5, 2006 and today's date this parcel has been owned by someone that has owned more than 80 forested acres in Washington.



**23. If harvesting on an exempt 20-acre parcel and are within 115 feet of a Type S or F Water or periodically inundated areas of their associated wetlands, complete the table below.** If you are harvesting within 75 feet or within the maximum RMZ (whichever is less), stream shade must be assessed and met following harvest. In order to show that you have assessed shade and determined it to be met per the method described in Forest Practices Board Manual (FPBM) Section 1, fill out the minimum required shade cover percentage below or use 'Appendix F. Stream Shade Assessment Worksheet' if necessary. Show RMZs and stream segment identifiers on the Activity Map.

Stream Segment Identifier (letter)	Water Type (S, F,)	Segment Length (feet)	Bankfull Width (feet)	RMZ Maximum Width (feet)	Are you harvesting within the maximum RMZ? (Y or N)	Only complete if harvesting within 75 feet or within the maximum RMZ, whichever is less	
						Minimum Shade Required (%)	Shade met per FPBM – Section 1? (Y or N)

**24. Are you harvesting within 29 feet of a Type Np Water on an exempt 20-acre parcel?**

- No Skip to Question 27.
- Yes Describe leave tree strategy in Question 28 and Skip to Question 27. See FPA/N instructions for details.

**25. If harvesting within 200 feet of any Type S or F Water or periodically inundated areas of their associated wetlands, complete the table below.** Include Desired Future Condition (DFC) for all inner zone harvests unless you have an HCP prescription. If you are harvesting within 75 feet or within the maximum RMZ (whichever is less), stream shade must be assessed and met following harvest. In order to show that you have assessed shade and determined it to be met per the method described in Forest Practices Board Manual (FPBM) Section 1, fill out the minimum required shade cover percentage below or use 'Appendix F. Stream Shade Assessment Worksheet' if necessary. Show RMZs and stream segment identifiers on the Activity Map.

Stream Segment Identifier (letter)	Water Type (S, F,)	Site Class (I - V)	Stream Width (feet)	Is there a CMZ? (Y or N)	RMZ Harvest Code(s) (see instructions)	DFC Run Number	Total width of RMZ (feet)	Only complete if harvesting within 75 feet or within the maximum RMZ, whichever is less	
								Minimum Shade Required (%)	Shade met per FPBM – Section 1? (Y or N)

**26. If harvesting within 50 feet of Type Np Water, complete the table below.** Show RMZs and stream segment identifiers on the Activity Map.

Stream Segment Identifier (letter)	Total Stream Length in Harvest Unit (feet)	Length of No-harvest 50-foot Buffers in Harvest Unit (feet)

Stream Segment Identifier (letter)	Total Stream Length in Harvest Unit (feet)	Length of No-harvest 50-foot Buffers in Harvest Unit (feet)

**27. How are the following currently marked on the ground? (Flagging color, paint color, road, fence, etc.)**

Harvest/Salvage Boundaries: Hot pink "Timber Harvest Boundary" flagging

Clumped Wildlife Reserve Trees | Green Recruitment Trees: \_\_\_\_\_

Right-of-Way Limits | Road Centerlines: \_\_\_\_\_

Stream Crossing Work: \_\_\_\_\_

Riparian Management Zone Boundaries and Leave/Take Trees: \_\_\_\_\_

Channel Migration Zone: \_\_\_\_\_

Wetland Management Zone Boundaries and Leave/Take Trees: \_\_\_\_\_

**28. Additional information (attach additional pages if necessary):**

- See FPA/N instructions for required plan information for hydraulic projects in or over Type S, F, or complex N Water.
- If applicable, include mitigation measures from a geotechnical memo, letter, or report.


A cultural resources survey and tribal consultation were completed by Washington State Parks archaeologists in 2020.

Harvest is part of a variable density thinning (VDT) to improve forest health. Gaps are flagged with blue flagging. Skips are flagged with orange flagging.

**29. We acknowledge the following:**

- The information on this application/notification is true.
- We understand this proposed forest practice is subject to:
  - The Forest Practices Act and Rules, AND
  - All other federal, state or local regulations.
- Compliance with the Forest Practices Act and Rules does not ensure compliance with the Endangered Species Act or other federal, state or local laws.
- If we said that we would not convert the land to non-forestry use, the county or city may deny development permits on this parcel for the next six (6) years.
- The following may result in an unauthorized incidental take of certain endangered or threatened fish species:
  - Conversion of land to non-forestry use.
  - Harvesting within the maximum RMZ on a 20-acre exempt parcel that was acquired after June 5, 2006.
  - Equipment crossings or fords that are in or over Type S and F Waters.
- Inadvertent Discovery – Chapter 27.44, 27.53, 68.50 and 68.60 RCW
  - If you find or suspect you have found an archeological object or Native American cairn, grave, or glyptic record, immediately cease disturbance activity, protect the area and promptly contact the Department of Archaeology and Historic Preservation at 360-586-3077.
  - If you find or suspect you have found human skeletal remains, immediately cease disturbance activity, protect the area, and contact the County Coroner or Medical Examiner and local law enforcement as soon as possible. Failure to report human remains is a misdemeanor.

**The landowner understands that by signing and submitting this FPA/N they are authorizing the Department of Natural Resources to enter the property in order to review the proposal, inspect harvest operations, and monitor compliance for up to three years after its expiration date. RCW 76.09.150**

Signature of Legal Landowner	Signature of Legal of Timber Owner* (if different than landowner)	Signature of Legal Operator (if different than landowner)
		

<b>Print Name:</b> DAVID M. CASS	<b>Print Name:</b>	<b>Print Name:</b>
<b>Date:</b> 6/13/2024	<b>Date:</b>	<b>Date:</b>

**\*NOTE:** if you are a "Perpetual Timber Rights Owner," and are submitting this without the landowner's signature, provide written evidence the landowner has been notified.

- Please make a copy of this FPA/N for your records.
- If this FPA/N contains a hydraulic project requiring WDFW concurrence review, it will not be available online for public review until after the WDFW concurrence review period.



**Forest Practices  
Activity Map  
Application # 2423981**

**Legal Description**  
 S19 T16.0N R04.0E, S21 T16.0N R04.0E,  
 S16 T16.0N R04.0E, S25 T16.0N R03.0E,  
 S30 T16.0N R04.0E, S29 T16.0N R04.0E,  
 S20 T16.0N R04.0E, S24 T16.0N R03.0E,  
 S17 T16.0N R04.0E, S13 T16.0N R03.0E,  
 S18 T16.0N R04.0E, S28 T16.0N R04.0E

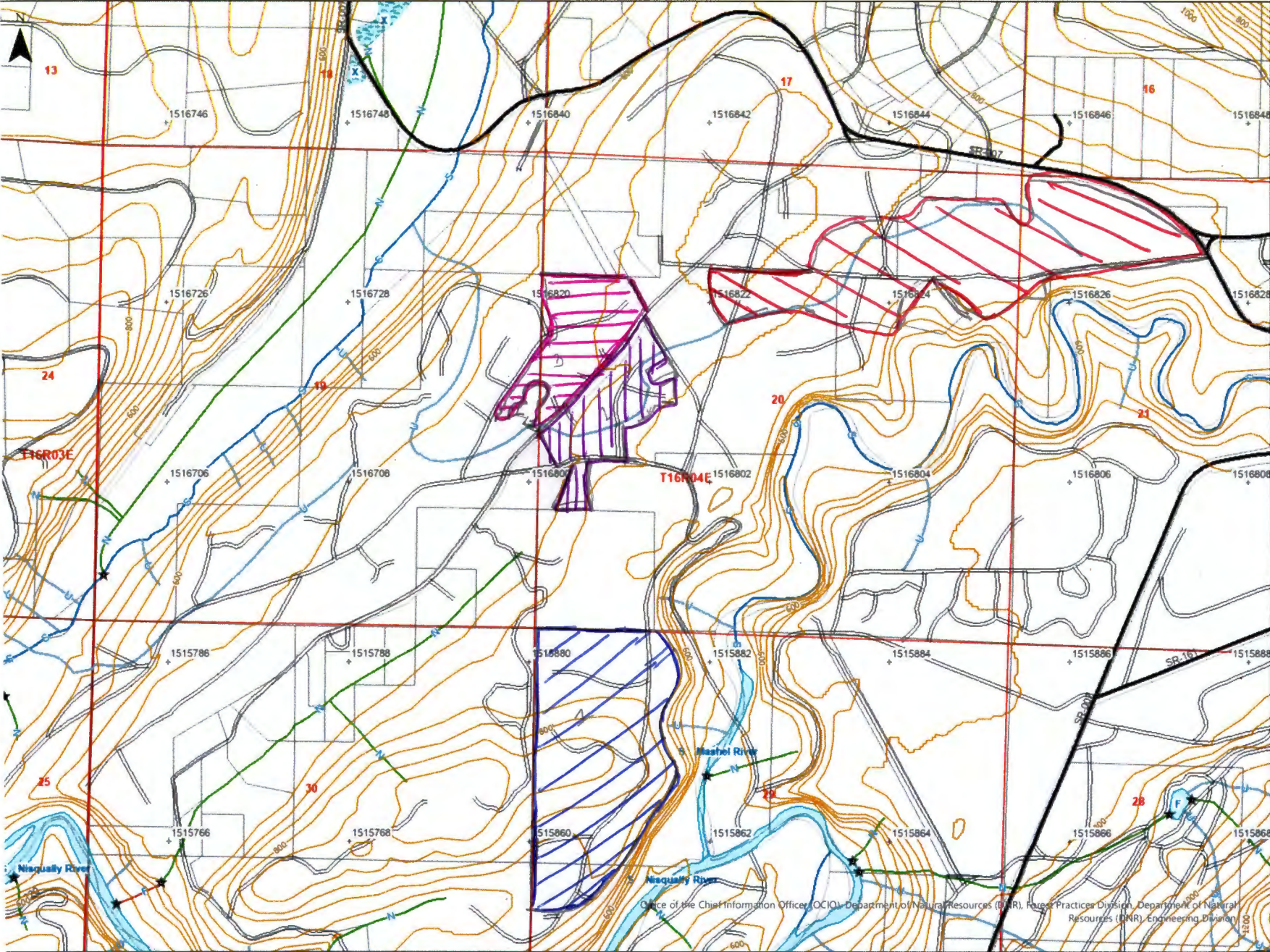
- Map Symbols**
- Harvest Boundary
  - Road Construction
  - ~ Stream
  - RMZ / WMZ Buffers
  - ⊗ Rock Pit
  - ⬇ Landing
  - ⬆ Waste Area
  - ♣ Clumped WRTS/GRTS
  - ⬆ Existing Structure

**Additional Information**

- ≡ UNIT 1
- ≡ UNIT 2
- ≡ UNIT 3
- ≡ UNIT 4

Approximate Scale 1:12,000  
 0 500 1,000 2,000 Feet  
 Date: 6/14/2024 Time: 10:55 AM

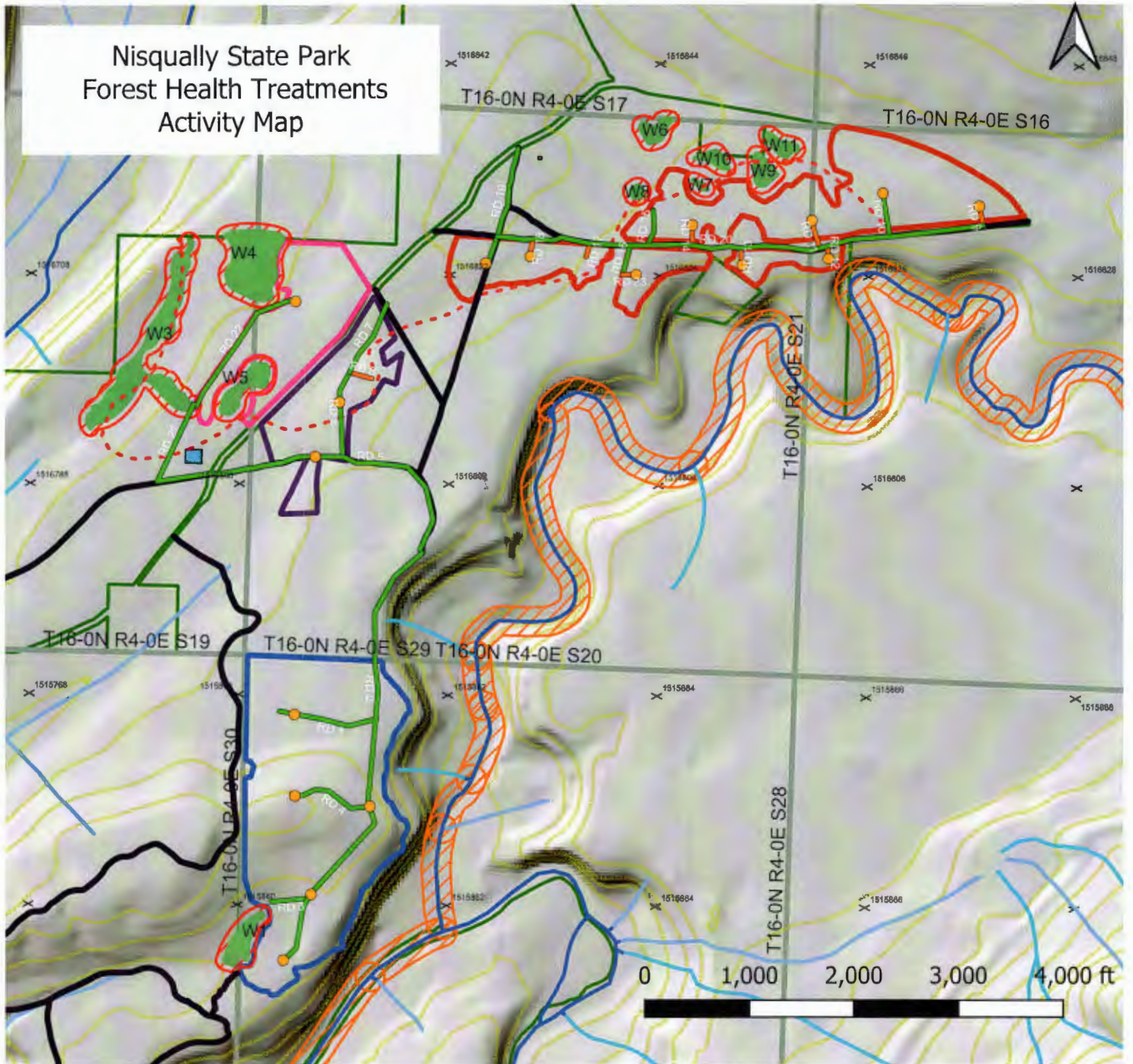
Extreme care was used during the compilation of this map to ensure its accuracy. However, due to changes in data and the need to rely on outside information, the Department of Natural Resources cannot accept responsibility for errors or omissions, and therefore, there are no warranties that accompany this material.



APPROXIMATE UNIT LOCATIONS



# Nisqually State Park Forest Health Treatments Activity Map



## Operations

- Landings

## Temporary Roads

- New Temporary Road
- Reopening Old Logging Road
- Nisqually State Park Roads

## Water

- - - Nonexistent Untyped Stream

## DNR Watercourses

- Nonfish

- Shorelines of the State

- Unknown

- Wetlands

- ▨ 50' Wetland Buffer

- ▨ 200' Buffer for Fish Bearing River

## Harvest Boundaries

- Unit 1

- Unit 2

- Unit 3

- Unit 4

## Site Information

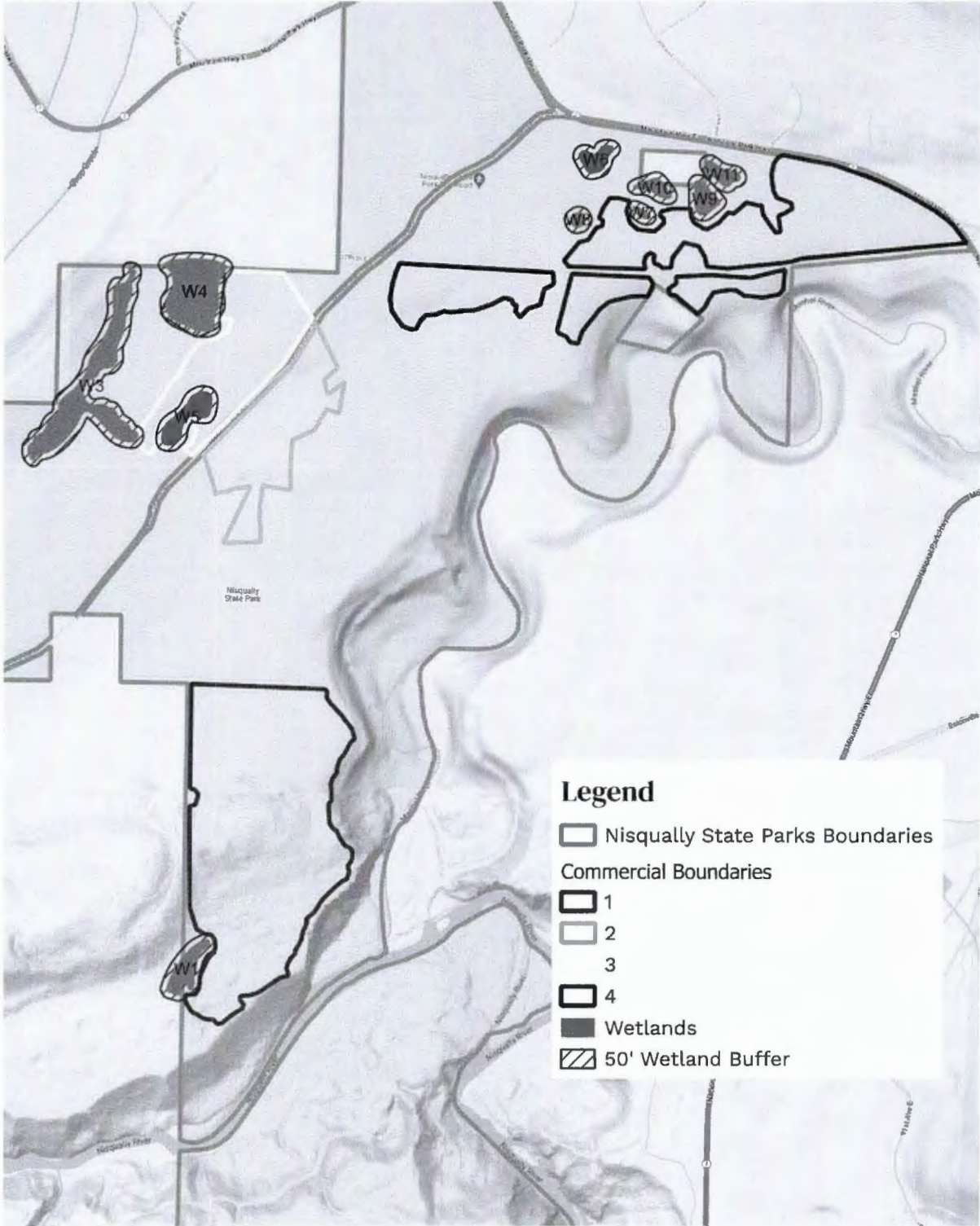
### Permanent Structures

- Bathrooms
- Maintenance Building
- 20ft Contours

- WA\_Township\_Subdivisions

- Nisqually State Park Boundaries





# Question 16: Road Abandonment Plan

Project: Nisqually Forest Health Treatments

## Road Abandonment

Most of the main hauling for this project will be off of Mashell Prairie Rd. Temporary roads will be installed to access units that are not accessible off of current roads. About 2.5 miles of temp roads will be used, most will take advantage of previously closed logging roads and/or temporarily widening trails. No stream crossings will be installed.

Best management practices that will be implemented when closing out temp roads include installing non-drivable water bars, ripping the road surface to promote re-vegetation, and covering temp roads with large pieces of slash to discourage use.

General instructions for installing non-drivable water bars:

- Install to intercept the ditch. Make sure to key the water bar into the road cut-slope.
- Direct outflow onto stable locations.
- Make sure that are appropriately skewed:
  - For roads greater than 3% grade, skew at least 30 degrees from perpendicular to the centerline.
  - For roads less than 3% grade or at the bottom of a dip, install them perpendicular to the centerline.
- Place at a spacing to disperse runoff and minimize erosion and sedimentation.
- Locate at natural drainage points.

Roads 5, 15, 16, 19, 20, and 21 are currently in log hauling condition. These roads will be restored to pre-haul conditions after the harvest is complete. Roads 5, 15, 16, 18, 19, and 20 all have gates blocking them from public use but will remain open for site maintenance. Road 21 is not closed out with a gate is and used to access the maintenance building.

Roads 1, 2, 4, 6, 7, and 22 are old logging roads that will be reopened for this harvest. Pre-haul maintenance will be required. This maintenance includes brushing, rocking wet areas, fixing road prisms, and removing downed trees. After harvest these roads will be closed out to vehicle access, but will continue to have pedestrian and equestrian access. Close out measures include adding water bars to prevent vehicle access and add drainage, management of any rutted or problem areas, and any additional BMPs necessary to return these temporary roads back to their original state.

Roads 3, 8, 9, 10, 11, 12, 13, 14, 17, 18, and 23 are new temporary roads that may be used as needed to access harvest units. These all currently have natural vegetation cover and will require brushing and light grading. When closing out, these temporary roads will have water bars installed to prevent vehicle access and improve drainage. These roads must be closed out and returned to pre-haul conditions.

Road Identifier	Road Construction		Road Abandonment	
	Length (ft)	Steepest Side-slope(%)	Length (ft)	Abandonment Date (MM/YYYY)
RD 1		5	946.4	Jun-26
RD 2		3	4371.8	Jun-26
RD 4		8	821.9	Jun-26
RD 6		5	797.3	Jun-26
RD 7		5	747.7	Jun-26
RD 22		5	1436	Jun-26
RD 3	364.3	5	364.3	Jun-26

<b>RD 8</b>	223.2	5	223.2	Jun-26
<b>RD 9</b>	206	2	206	Jun-26
<b>RD 10</b>	403.8	2	403.8	Jun-26
<b>RD 11</b>	265.4	2	265.4	Jun-26
<b>RD 12</b>	126	2	126	Jun-26
<b>RD 13</b>	160	2	160	Jun-26
<b>RD 14</b>	177.4	5	177.4	Jun-26
<b>RD 17</b>	136.7	5	136.7	Jun-26
<b>RD 18</b>	162.3	5	162.3	Jun-26
<b>RD 23</b>	139.6	8	139.6	Jun-26

## Question 18: Wetlands

Wetland Identifier	Wetland Type	Planned Activities in Wetland	Planned Activities in Maximum Width WMZ	Total Wetland Acres	How many acres will be drained?	How many acres will be filled?
W1	Forested	None	None	2.2	0	0
W3	Forested	None	None	10.0	0	0
W4	Forested	None	None	7.2	0	0
W5	Forested	None	None	2.4	0	0
W6	Forested	None	None	1.3	0	0
W7	Forested	None	None	0.3	0	0
W8	Forested	None	None	0.4	0	0
W9	Forested	None	None	1.3	0	0
W10	Forested	None	None	0.9	0	0
W11	Forested	None	None	1.0	0	0

\*There is no W2.

All wetlands have had a 50 ft wetland management zone (WMZ) implemented around them. No forest activities will take place with the wetlands or surrounding WMZ.

## Appendix D. Slope Stability Informational Form

Complete and submit this form with your FPA/N if you indicated you are working in or around potentially unstable slopes or landforms.

- Instructions for Appendix D. Slope Stability Informational Form is located in the Forest Practices Application/Notification Instructions document.
- Refer to WAC 222-16-050(1)(d) and Forest Practices Board Manual Section 16 - *Guidelines for Evaluating Potentially Unstable Slopes* for definitions and descriptions of potentially unstable slopes or landforms.

**1.a. What preliminary screening tools were used to identify unstable slopes or landform features in and/or around your proposal?**

- Aerial Photo   
  LiDAR   
  Landslide Inventory   
  GIS   
  Field Review  
 Forest Practices Application Mapping Tool (FPAMT) Resource Map   
 Other. Describe:

**b. Did any of the features identified during the preliminary screening not exist when you performed a field review?**

- No.     Yes. Describe:

A feature in Unit 4 on the included map came from the DNR forest regulation landslide inventory layer and does not exist. It occurs on nearly flat ground with no RIL. A pre-app review with a forest practice forester was conducted to confirm the mapped feature was not present.

**2.a. Are you conducting forest practices activities in or over potentially unstable slopes or landforms?**

- No. Skip to Question 3.a   
 Inner Gorge   
 Bedrock Hollow   
 Convergent Headwall  
 Groundwater recharge area of glacial deep-seated landslides   
 Outer edges of meander bends  
 Toe of deep-seated landslide with slopes  $\geq 65\%$    
 Category E. Describe in "Other" below.  
 Other. Describe:

**b. What activities may occur in or over potentially unstable slopes or landforms? Check all that apply:**

- Timber Harvest   
 Road Construction   
 Road Maintenance   
 Suspending Cables  
 Yarding   
 Tailholds   
 Other. Describe:

**3.a. Are you conducting forest practices activities around potentially unstable slopes or landforms?**

- No. Skip to Question 4.a   
 Inner Gorge   
 Bedrock Hollow   
 Convergent Headwall  
 Groundwater recharge area of glacial deep-seated landslides   
 Outer edges of meander bends  
 Toe of deep-seated landslide with slopes  $\geq 65\%$    
 Category E. Describe in "Other" below.  
 Other. Describe:

**b. What activities may occur around potentially unstable slopes or landforms? Check all that apply:**

- Timber Harvest   
 Road Construction   
 Road Maintenance   
 Suspending Cables  
 Yarding   
 Tailholds   
 Other. Describe:

**4.a. Were any features identified in Question 3.a. excluded from your forest practices activity?**

- No. Skip to Question 5     Yes. Continue to Question 4.b

**b. Describe the field indicators you used to exclude potentially unstable slopes or landforms from your forest practices activity (example: flagging was placed a crown width away from the break in slope of the inner gorge):**

Harvest boundary was located at least one crown width away from break in slope of the valley wall of the Mashel River where the unit boundary was adjacent in Units 1 and 4 and several outer meander bends occur. In addition, where landslide inventory showed a feature in the area the flag line was hung with a 50 ft buffer away from the break in slope.

**5. Are there areas of public use located in or around the area of your proposed forest practices activity?**

- No.     Yes. Check all that apply and show locations on map (Question 7).

- Public Road(s)     Utilities     Designated Recreation Area(s)     Structure(s)  
 Other. Describe:

This forest health project is occurring in Nisqually State Park. Forest roads and trails are open to the public for hiking, biking, and equestrian use. The park is open for day use only.

**6. Complete the table below with date(s) and person(s) that conducted field review(s):**

Date	Name	Title/Position
5/29/2024	David Cass	Agency Forester, WA State Parks
5/29/2024	Taylor Richmond	Project Manager, Resilient Forestry
5/29/2024	Erica Christie	Forest Practice Forester, WA DNR
6/12/2024	David Cass	Agency Forester, WA State Parks

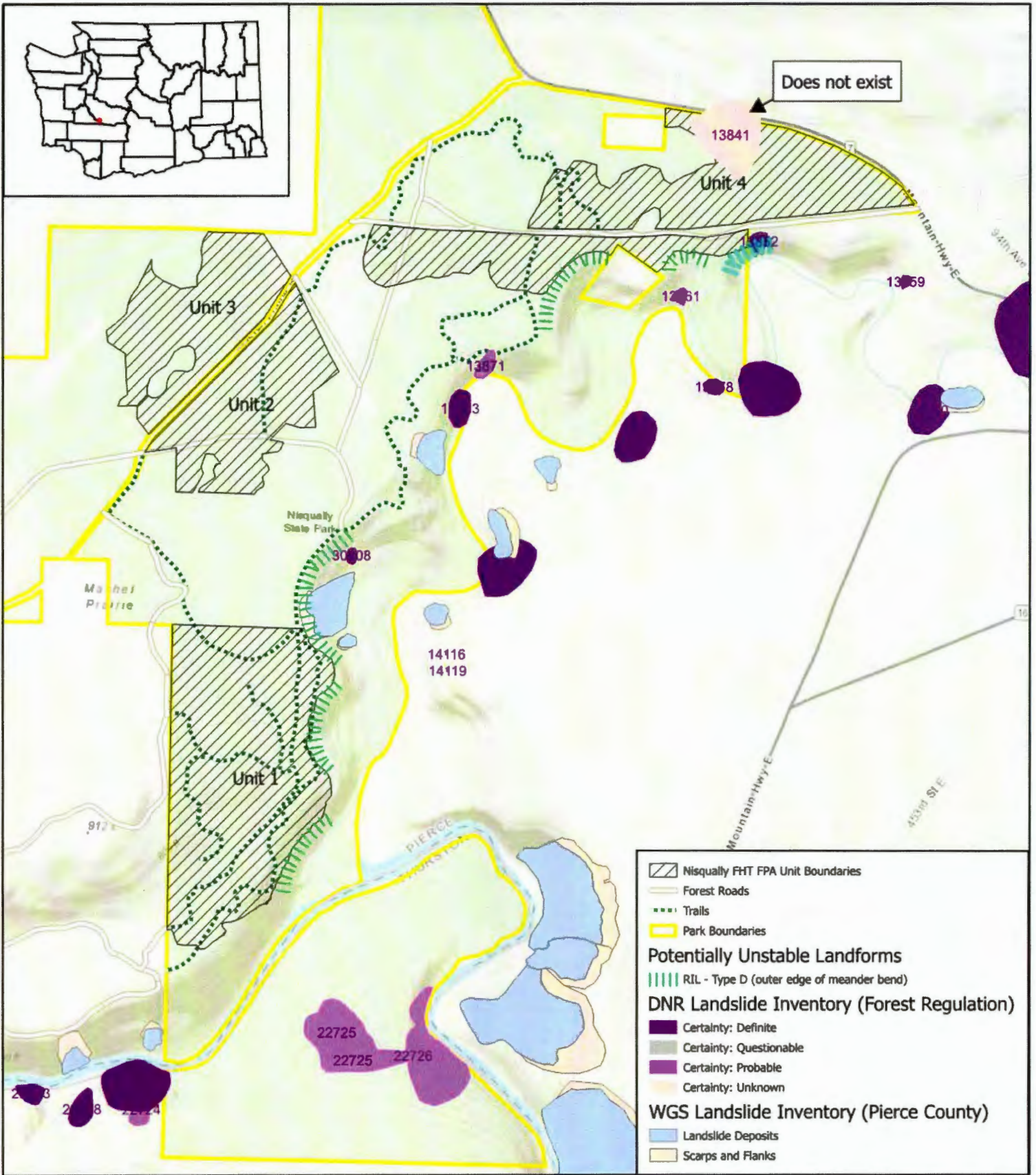
**7. Attach a map showing the following:**

- All areas reviewed.
- Locations of unstable slopes and landforms that were identified as described in Question 2.a. and 3.a.
- Locations where areas of public use exist as described in Question 5 above.

This map is intended to be developed by the field practitioner.

This can be a forest practices activity map, harvest map, or GIS map – See FPA/N instructions for example map.





# Nisqually FHT FPA

## Appendix D: Slope Stability Form Map



NAD83 HARN Washington State Plane South  
 Data in these maps were compiled for cartographic purposes. Due to the variability of the source information, the Washington State Parks & Recreation Commission cannot accept responsibility for errors or omissions, and, therefore, there are no warranties which accompany this material.

### Appendix J. Marbled Murrelet Form

Complete this form only if you are harvesting timber, salvaging timber, or constructing forest roads within 50 miles of saltwater (marine waters).

Do not complete this form if you have an approved state or federal conservation agreement that includes marbled murrelets.

**1. Was a protocol survey completed for the area located within 300 feet (on your ownership) of the following proposed activities:** Harvesting, salvaging, or any area of proposed road construction

- No. Continue to Question 2.
- Yes. Complete the table below for each survey and attach WDFW approval and/or survey with your FPA/N.

Survey ID (Name or Unit #)	Legal Description (Section-Township-Range)	WDFW Survey Status (Approved, Disapproved, Pending Decision, Pending Submission)	Survey Results (Occupancy, Presence, No Detection)
Nisqually SP MAMU	T16N, R04E, S20	Unknown	No Detection

**Explanation of disapproved or pending decision survey:**

A protocol survey was performed over two seasons in 2020 and 2021 for a proposed project to build a trail overlook above the Mashel River in the park. Suitable habitat was found in a portion of the river corridor adjacent to the south of Unit 4 on the Activity Map. The survey yielded no detections after two seasons and concluded a probably absence of marbled murrelet. It is unknown whether this survey was submitted and approved by WDFW. A copy of the letter reports for the survey years is included.

**2. Are you harvesting, salvaging, or constructing roads within 0.25 miles of an occupied site?**

- No
- Yes
- Unknown

**3. Will you be flying a helicopter over or within 0.25 miles of an occupied site?**

- No
- Yes
- Unknown

**4. Are you harvesting live trees within a 300-foot managed buffer zone of an occupied site?** If leaving less than required in WAC 222-16-080(1)(h)(v) your proposal will be a class IV-Special and a SEPA Checklist is required.

- No
- Yes If yes, check all that apply and describe the leave trees and buffer widths you will be leaving. If no, skip to Question 5.
  - Harvesting within the 150-foot no-cut inner zone buffer.
  - Harvesting within the 150-foot outer zone managed buffer resulting in less than a residual stand relative density of 35 for Douglas-fir or red alder dominant species group or less than 50 for Western hemlock or spruce dominant species group.

**Description of managed buffers:**



**5. Are there nesting platforms within 300 feet of any harvesting, salvaging, or road construction that:**

- Are not located within a surveyed area, **and**;
- Have a minimum of 2 platforms per acre, **and**;
- Are located within 5 or more acres of contiguous habitat, **and**;
- Have at least 40% (number not volume) of the dominant and co-dominant trees made up of conifer species?

No    Yes. Complete the table below.

Delineated Stand Identifier <i>(letter, number)</i>	Acreage of Delineated Stand	Nesting Platforms per Acre	Number of Trees 32-inches dbh or Greater (24-inches for Western Hemlock) with Platforms	Platform Assessment Method <i>(Sample Plot, 100% Cruised, Inventory Model, or Other)</i>

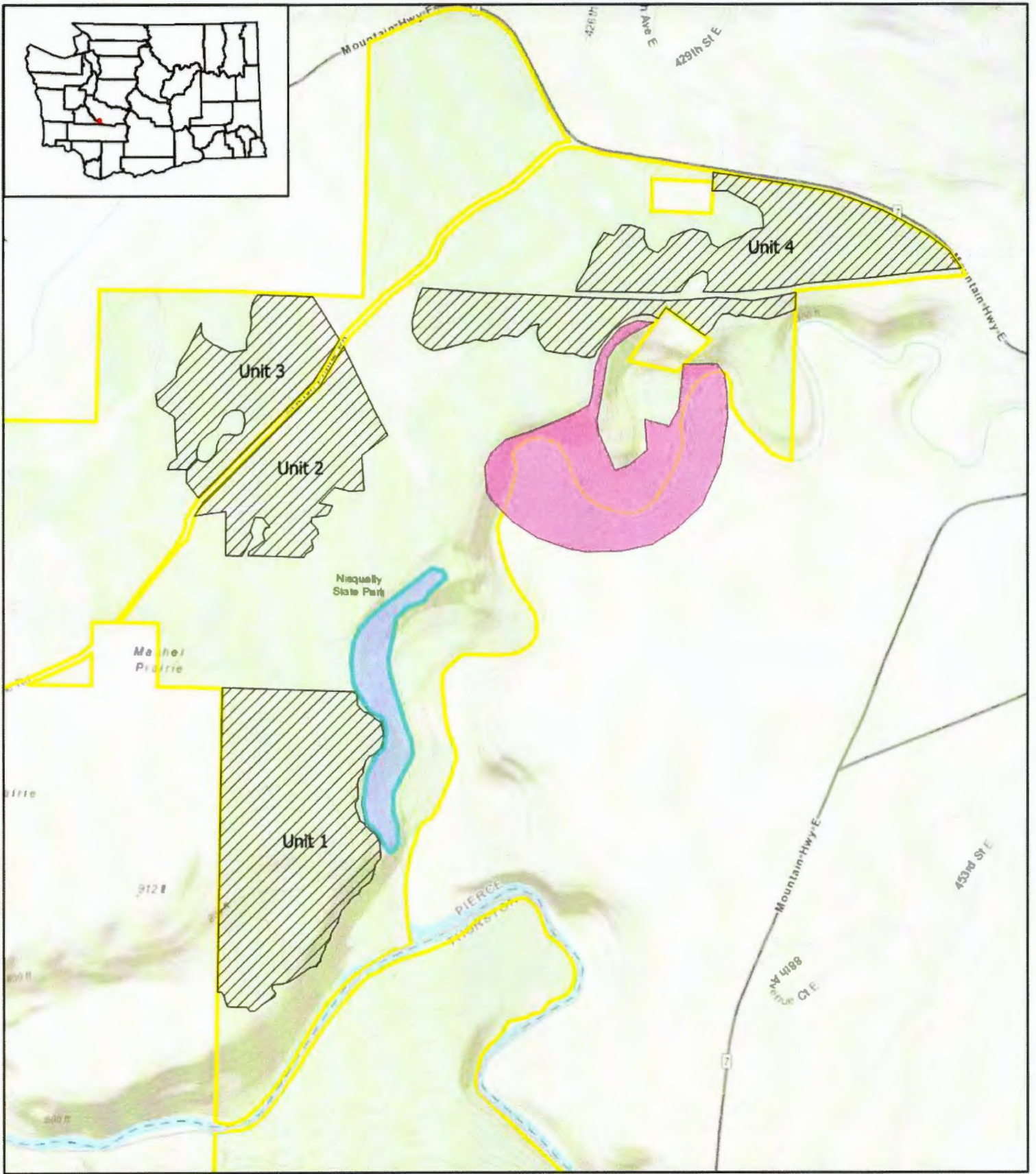
**6. Are there any areas within this proposal or within 300 feet that:**

- Are not surveyed, **and**;
- Are not listed in Question 5, **and**;
- Have trees that are at least 32 inches dbh (24 inches dbh for western hemlock)?

No    Yes. List the unit identifier from your map. Provide a brief description of current stand conditions that demonstrates the proposed area is not marbled murrelet habitat. Include tree species composition, stand age (if known), and maximum tree size (dbh).





Unit Identifier <i>(letter, number)</i>	Within the Unit <i>(Y or N)</i>	Within 300' of the Unit <i>(Y or N)</i>	Description
1	N	Y	Forest type within the gorge for the Mashel River just east of Unit 1 contains trees > 32" DBH. Stand is mature second growth with infrequent (<1 per acre) nesting platforms. Dominant species are BM, WRC, and some WH. Largest trees are ~ 36" WRC. Couple remnant DF >70".

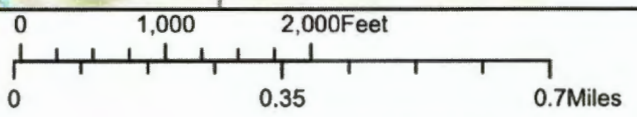
**7. If you answered yes to question 1, 4, or 5, include a separate map that shows your proposed harvest units and/or road construction. See instructions for required map information.**



**Nisqually FHT FPA**  
**Appendix J: MAMU Form Map**



-  Nisqually FHT FPA Unit Boundaries
-  MAMU Survey Site Boundary
-  Not suitable MAMU habitat per Question 6
-  Park Boundaries



NAD83 HARN Washington State Plane South  
 Data in these maps were compiled for cartographic purposes. Due to the variability of the source information, the Washington State Parks & Recreation Commission cannot accept responsibility for errors or omissions, and, therefore, there are no warranties which accompany this material.



August 23, 2020

Linda Kunze  
Parks Planner 3  
Washington State Parks and Recreation Commission  
360-902-8634

**RE: 2020 Nisqually State Park Marbled Murrelet Survey Results**

Hamer Environmental was contracted by the Washington State Parks and Recreation Commission to conduct a Suitable Habitat Study and optional Occupancy Study for Marbled Murrelets at the site of a proposed overlook at Nisqually State Park. The Suitable Habitat Study was completed and submitted to the Washington State Parks and Recreation Commission on May 14, 2020 and concluded there was sufficient Marbled Murrelet habitat within the 1-mile radius surrounding the proposed overlook to require the optional Occupancy Study surveys at the site. Hamer Environmental conducted 1<sup>st</sup> year Marbled Murrelet surveys from May 20<sup>th</sup> to July 24<sup>th</sup>, 2020 at one survey site within Nisqually State Park, the Pilchuck Reroute site. All surveys were completed by wildlife biologists from Hamer Environmental, according to the Pacific Seabird Group (PSG) 2003 Marbled Murrelet Survey Protocol. Hamer's wildlife biologists successfully completed the Marbled Murrelet Inland Survey Certification Course on April 24<sup>th</sup>, 2020 at Prairie Creek State Park in California and attended a refresher training in Oregon on June 23<sup>rd</sup>, 2020.

The following paragraphs and attached tables and site map summarize the survey results and detection activity at the site in 2020. Electronic survey data sheets and GIS files have previously been provided to the Washington State Parks and Recreation Commission.

**Nisqually State Park Site: T16N, R04E, S20.**

Six surveys were conducted successfully to PSG survey protocol in 2020. There were no detections at that site so it has a "Probable Absence" status for year 1. A second and final year of surveys will be conducted in 2021.

Please contact Hamer Environmental if you have any questions about this summary and survey forms.

Sincerely,



INNOVATIVE SOLUTIONS TO NATURAL RESOURCES

*Matt Reed*

## Matt Reed

Environmental Scientist

### **Hamer Environmental**

1510 S. 3<sup>rd</sup> Street, P.O. Box 2561

Mount Vernon, WA, 98273

Office: [360.899.5156](tel:360.899.5156)

Fax: [360.899.5146](tel:360.899.5146)

Cell: [360-941-6315](tel:360-941-6315)

[matt@hamerenvironmental.com](mailto:matt@hamerenvironmental.com)



INNOVATIVE SOLUTIONS TO NATURAL RESOURCES

Table 1. Summary of the station number visited, initials of biologist conducting the survey and the date of each survey in 2020.

Site	Protocol Visits Completed in 2020	#of survey stations	Visit 1	Visit 2	Visit 3	Visit 4	Visit 5	Visit 6	# of detections	# of occupied behaviors	2020 Status
Nisqually State Park	6	6	Station 1, 5/20/2020, MRR	Station 2, 6/5/2020, MRR	Station 4, 6/19/2020, MRR	Station 3, 7/1/2020, CAC	Station 5, 7/17/2020, MRR	Station 6, 7/24/2020, MRR	0	0	Absence

CAC: Chelsea Crane  
MRR: Matt Reed

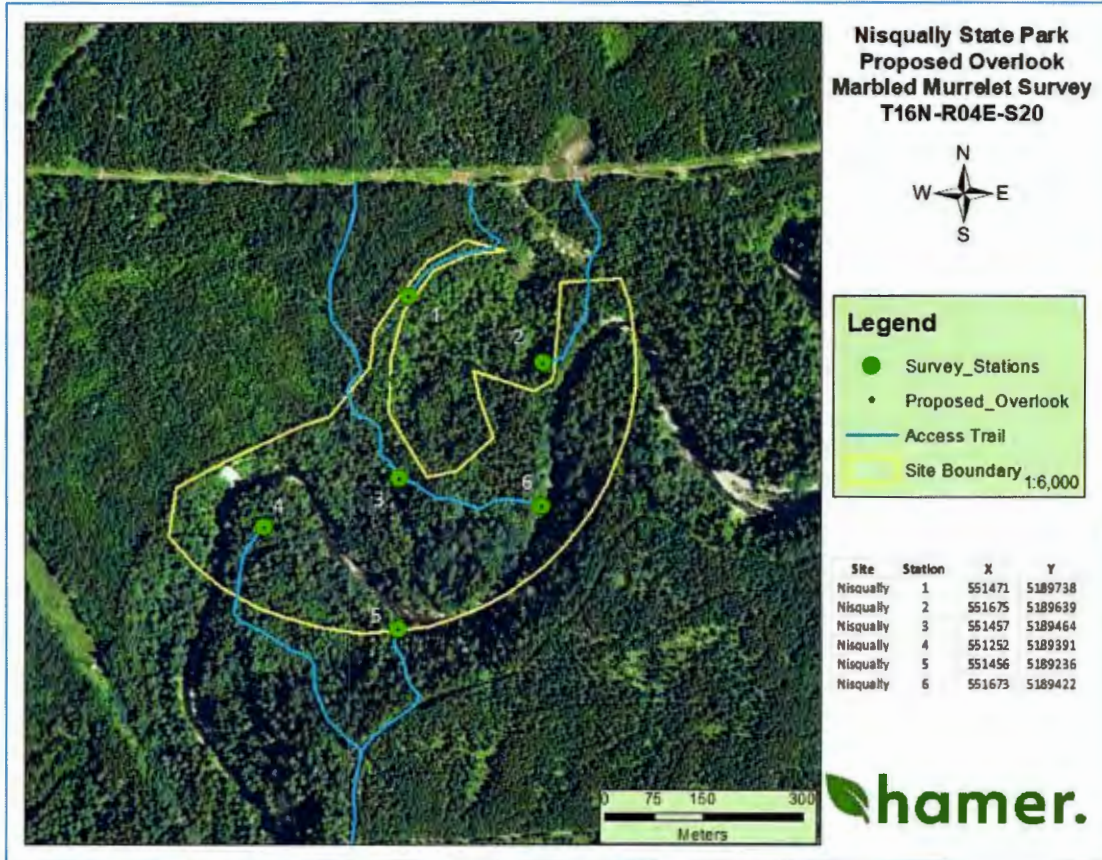


INNOVATIVE SOLUTIONS TO NATURAL RESOURCES

Table 2. Summary of the survey station information at the Nisqually State Park site in 2020.

Site Name	Station	Township-Range-Section	Elevation(FT)	Position	Canopy Cover	Easting (UTM NAD83)	Northing (UTM NAD83)
Nisqually State Park	1	T016N-R04E-S20	621	Upper	2	551471	5189738
Nisqually State Park	2	T016N-R04E-S20	597	Lower	2	551675	5189639
Nisqually State Park	3	T016N-R04E-S20	580	Middle	2	551457	5189464
Nisqually State Park	4	T016N-R04E-S20	572	Lower	3	551252	5189391
Nisqually State Park	5	T016N-R04E-S20	599	Lower	2	551456	5189236
Nisqually State Park	6	T016N-R04E-S20	590	Bottom	2	551673	5189422

HAMER ENVIRONMENTAL, P.O. Box 2561, Mount Vernon, WA 98273  
www.HamerEnvironmental.com (360) 899-5156 or fax (360) 899



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[www.HamerEnvironmental.com](http://www.HamerEnvironmental.com) (360) 899-5156 or fax (360) 899



August 31, 2021

Linda Kunze  
Parks Planner 3  
Washington State Parks and Recreation Commission  
360-902-8634

**RE: 2021 Nisqually State Park Marbled Murrelet Survey Results**

Hamer Environmental was contracted by the Washington State Parks and Recreation Commission to conduct a Suitable Habitat Study and optional Occupancy Study for Marbled Murrelets at the site of a proposed overlook at Nisqually State Park. The Suitable Habitat Study was completed and submitted to the Washington State Parks and Recreation Commission on May 14, 2020 and concluded there was sufficient Marbled Murrelet habitat within the 1-mile radius surrounding the proposed overlook to require the optional Occupancy Study surveys at the site. Hamer Environmental conducted 2<sup>nd</sup> year Marbled Murrelet surveys from May 8<sup>th</sup> to July 8<sup>th</sup>, 2021 at one survey site within Nisqually State Park. All surveys were completed by wildlife biologists from Hamer Environmental, according to the Pacific Seabird Group (PSG) 2003 Marbled Murrelet Survey Protocol. Hamer's wildlife biologists successfully completed the Marbled Murrelet Inland Survey Certification Course on April 23<sup>rd</sup>, 2021 at Prairie Creek State Park in California.

The following paragraphs and attached tables and site map summarize the survey results and detection activity at the site in 2021. Electronic survey data sheets and GIS files have previously been provided to the Washington State Parks and Recreation Commission.

**Nisqually State Park Site: T16N, R04E, S20.**

Six surveys were conducted successfully to PSG survey protocol in 2021 with no Murrelets detected. Surveys were also conducted in 2020 with no Murrelets detected. Since there were no detections at this site over the 2-year survey period, it has a "Probable Absence" status.





INNOVATIVE SOLUTIONS TO NATURAL RESOURCES

Please contact Hamer Environmental if you have any questions about this summary and survey forms.

Sincerely,

*Matt Reed*

**Matt Reed**

Environmental Scientist

**Hamer Environmental**

1510 S. 3<sup>rd</sup> Street, P.O. Box 2561

Mount Vernon, WA, 98273

Office: [360.899.5156](tel:360.899.5156)

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[matt@hamerenvironmental.com](mailto:matt@hamerenvironmental.com)

Table 1. Summary of the station number visited, initials of biologist conducting the survey and the date of each survey in 2021.

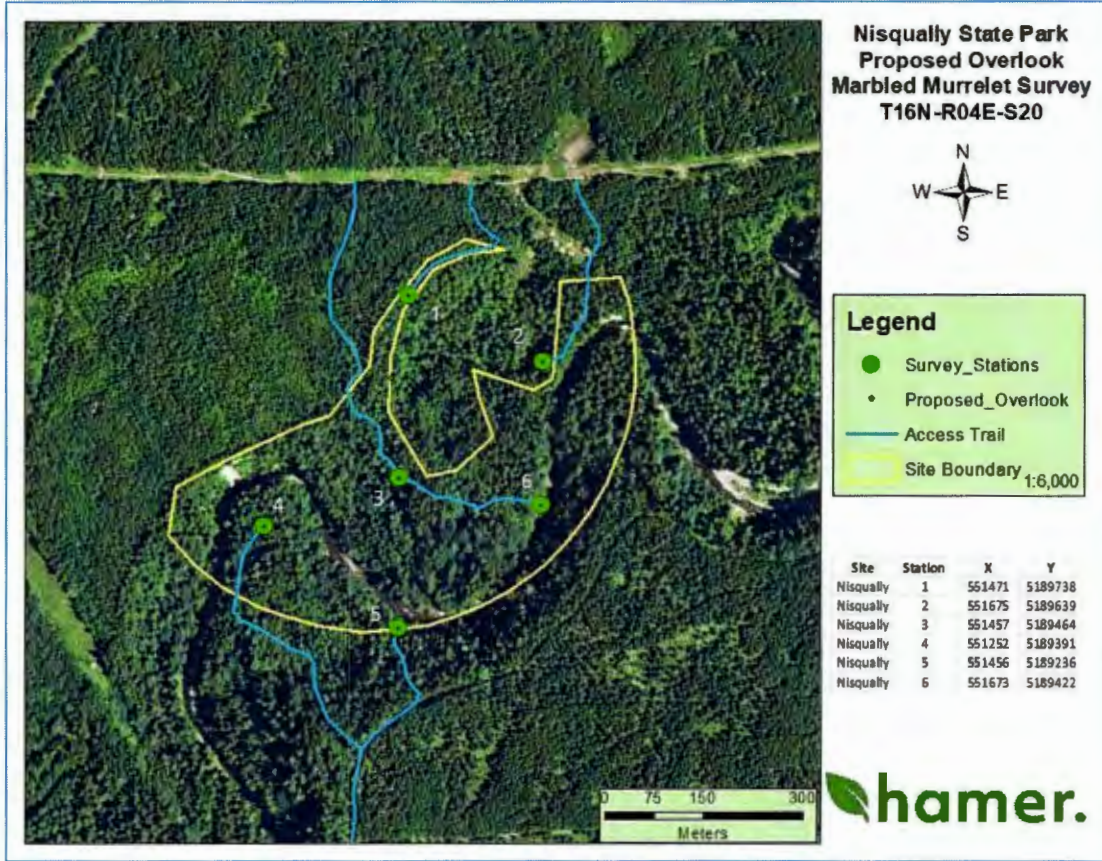
Site	Protocol Visits Completed in 2021	# of survey stations	Visit 1	Visit 2	Visit 3	Visit 4	Visit 5	Visit 6	# of detections	# of occupied behaviors	2021 Status
Nisqually State Park	6	6	Station 1, 5/8/2021, CCW	Station 2, 6/2/2021, CCW	Station 3, 6/10/2021, MRR	Station 5, 6/25/2021, MRR	Station 4, 7/2/2021, MRR	Station 6, 7/8/2021, MRR	0	0	Absence

CCW: Case Wyatt

MRR: Matt Reed

Table 2. Summary of the survey station information at the Nisqually State Park site in 2021.

Site Name	Station	Township-Range-Section	Elevation(FT)	Position	Canopy Cover	Easting (UTM NAD83)	Northing (UTM NAD83)
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[www.HamerEnvironmental.com](http://www.HamerEnvironmental.com) (360) 899-5156 or fax (360) 899



## Forest Practices Informal Conference Note

ICN No. 3885005	Region SOUTH PUGET SOUND	Class of Forest Practice <input type="checkbox"/> Class II <input type="checkbox"/> Class IV-General <input type="checkbox"/> Class III <input type="checkbox"/> Class IV-Special <input type="checkbox"/> N/A	Parcel No./Legal Subdivision		
Application / Notification # <input checked="" type="checkbox"/> Pre-App	County Pierce		Section 20	TWP 16	Rge E/W 4E
Landowner Washington State Parks		Timber Owner		Operator	
Mailing Address		Mailing Address		Mailing Address	
City, State, Zip Code\		City, State, Zip Code		City, State, Zip Code	
<input checked="" type="checkbox"/> Onsite Meeting <input type="checkbox"/> Telephone Conference		<input type="checkbox"/> Other:		Date 05/29/2024	Time 09:00
<b>Subjects Discussed:</b>					
Forested wetland identification, review of mapped streams U streams, review of potentially unstable slopes, general FPA paperwork questions					
<b>Decisions Made:</b>					
Mapped U streams within units reviewed did not exist, no channel or scour. A potentially unstable feature was reviewed, I will follow up with FPEG Massey for a remote review of the area. Forested wetlands reviewed did not meet the definition of forested wetland, but are identified and are being excluded from harvest.					
<b>* Participant signature means Note is correct for subjects discussed and decisions made at the meeting.</b>					Mail Copy
Participants' Names		*Signature of Participants		Representing	
Taylor Richmond				Resilient Forestry	
Dave Cass				Washington State Parks Agency Forester	
DNR Representative Eric Christie		Signature 		Title Forest Practices Forester	
Position No. 3885	Date 05/30/2024				
mail copies to: <input type="checkbox"/> LO <input type="checkbox"/> TO <input type="checkbox"/> OP <input type="checkbox"/> WDFW: <input type="checkbox"/> ECY:					
<input type="checkbox"/> Tribes: <input type="checkbox"/> DOR: <input type="checkbox"/> LGE:					
<input type="checkbox"/> Others:					



## Small Forest Landowner Checklist Road Maintenance and Abandonment Plan

Use the following questions to determine if a SFL Checklist RMAP is required.

- A) Does your FPA/N include timber harvest or salvage?  
 Yes. Continue to B.                       No. **Stop**, a checklist is not required.
- B) Are you hauling timber on existing forest roads on your property? *Not including: residential driveways; skid trails; haul roads on neighboring property;*  
 Yes. Continue to C.                       No. **Stop**, a checklist is not required.
- C) Do you own more than 80 acres of forest land in Washington?  
 Yes. A checklist is required.                       No. Continue to D.
- D) Is this FPA/N on a block of forest land that contains more than 20 contiguous acres?  
 Yes. A checklist is required                       No. **Stop**, a checklist is not required.

1. **This checklist applies to:** Select one.

- The existing forest roads on my forestland that I will use for this FPA/N. (*minimum required*)
- I assessed all existing forest roads on my forestland. *Assessing all your forest roads is optional. If you choose this, you will not be required to submit additional checklists with future FPA/Ns.*
- If you check this box, include a Forest Practices Activity Map that shows all your forest roads.

2. **What is the approximate total number of miles of existing forest road assessed:** \_\_\_\_\_

3. **Forest Road Assessment.** Complete this question after you have assessed your existing forest roads.

**Select all sediment and road issues that are known to be associated with your existing forest roads.**

- I would like DNR to contact me for help with this section. (*If you check this box, you may leave the rest of the boxes in this question blank. DNR will contact you.*)
- Water from the road or ditch runs directly into typed water.
- Water flows under, over, or around the culvert.
- The culvert keeps filling with dirt.
- The road has large cracks or ruts.
- The road has sinkholes. (*not a pothole, but a hole that you can't drive over*)
- Dirt from the uphill side of the road keeps falling into the ditch-line before regularly scheduled maintenance.
- Dirt from the cut-slope keeps falling downhill into or near a stream, pond, or wetland.
- There are indications of past surface erosion.
- The road crosses typed water (a culvert, bridge, or ford exist)
- I have assessed my existing forest roads and they do not have any of the above issues.

#### 4. Family Forest Fish Passage Program

The Family Forest Fish Passage Program (FFFPP) is a program to fix fish passage barriers, such as culverts. Not all culverts are fish passage barriers. For an evaluation of your potential fish passage barrier please contact DNRs Small Forest Landowners Office at 360-902-1404 or visit [www.dnr.wa.gov/fffpp](http://www.dnr.wa.gov/fffpp) for more information.

**Check the box that applies:**

- Not applicable.
- I choose to enroll in the FFFPP and would like to have my potential barrier evaluated for eligibility. I understand by checking this box, I may be required to provide cost-share associated with the barrier removal or replacement.
- I choose not to enroll in the FFFPP and accept responsibility for removing or repairing any artificial fish barriers on my forest roads at my own expense.
- This barrier is already enrolled in the FFFPP.

#### 5. Orphaned Roads

State law requires DNR to keep an inventory of orphaned roads that pose a risk to public safety or to the public resources. Your help with this inventory is requested.

Orphaned roads are roads on your forestland that have not been used for forest activities since 1974. Forest Practices activities include timber cutting, timber hauling, tree planting, brush control, pre-commercial thinning, timber salvage, etc.

**Check the box that applies:**

- I do not have orphaned roads that I think pose a risk to public resources or public safety; *e.g. houses, highways, county roads, streams, ponds, or wetlands.*
- I have orphaned roads that I think may pose a risk to public resources or public safety; *e.g. houses, highways, county roads, streams, ponds, or wetlands.* Please show locations of all orphaned roads on a separate Forest Practices Activity Map. *(This is not the same map that shows your harvest.)*
- I need help identifying orphaned roads.

#### 6. Road Maintenance Obligations

All forest landowners have a legal obligation to maintain all their forest roads on their forestland to the extent necessary to prevent damage to public resources. This includes forest roads not shown on this assessment. See [WAC 222-24-052](http://www.wa.gov/wac/222-24-052). Best Management Practices (BMPs) for road maintenance are located in [Section 3](#) of the Forest Practices Board Manual. Both are available on the DNR website at: [www.dnr.wa.gov](http://www.dnr.wa.gov).

Road maintenance includes:

- Inspecting forest roads and fixing damage before, during and after hauling timber and/or rock.
  - Keeping drainage structures (*relief culverts, ditches, water bars, dips, etc.*) and water crossings functional.
  - Making sure water from roads and ditches do not flow directly into streams, ponds, or wetlands.
- My existing roads are maintained to Forest Practices standards.



# Forest Practices Application/Notification Notice of Decision

FPA/N No: 2423981

Effective Date: 7/10/2024

Expiration Date: 7/10/2027

Shut Down Zone: 657

EARR Tax Credit:  Eligible  Non-eligible

Reference: **Nisqually Forest Health Thinning**

### Decision

- Notification Accepted** Operations shall not begin before the effective date.
- Approved** This Forest Practices Application is subject to the conditions listed below.
- Disapproved** This Forest Practices Application is disapproved for the reasons listed below.
- Withdrawn** Applicant has withdrawn the Forest Practices Application/Notification (FPA/N).
- Closed** All forest practices obligations are met.

### FPA/N Classification

- Class II  Class III  Class IVG  Class IVS

### Number of Years Granted on Multi-Year Request

- 4 years  5 years

### Conditions on Approval/Reasons for Disapproval

Notify DNR two (2) business days prior to starting operations. Contact Forest Practices Forester Erica Christie-Jones at (360) 995-2621 and email [southpuget.forestpractices@dnr.wa.gov](mailto:southpuget.forestpractices@dnr.wa.gov).

Issued By: Erica Christie-Jones

Region: South Puget Sound Region

Title: Resource Protection Forester

Date: 7/10/2024

Copies to:  Landowner, Timber Owner, and Operator

Issued in person:  LO  TO  OP By: \_\_\_\_\_ Date: \_\_\_\_\_



**Appeal Information**

You have thirty (30) days to **file** (i.e., **actually deliver**) an appeal in writing of this Decision and any related State Environmental Policy Act (SEPA) determinations to the Pollution Control Hearings Board, the Attorney General’s Office, and the Department of Natural Resources’ region office. See [RCW 76.09.205](http://www.wa.gov/RCW76.09.205). The appeal period starts when the applicant receives this decision, which usually happens electronically on the date indicated below.

**You must file your appeal at all three addresses below:**

<b>Pollution Control Hearings Board</b>	<b>Office of the Attorney General Natural Resources Division</b>	<b>Department Of Natural Resources South Puget Sound Region</b>
<u>Physical Address</u> 1111 Israel Road SW Suite 301 Tumwater, WA 98501  <u>Mailing address</u> Post Office Box 40903 Olympia, WA 98504-0903	<u>Physical Address</u> 1125 Washington Street, SE Olympia, WA 98504  <u>Mailing Address</u> Post Office Box 40100 Olympia, WA 98504-0100	<u>Physical Address</u> 950 Farman Ave N Enumclaw, WA 98022  <u>Mailing Address</u> 950 Farman Ave N Enumclaw, WA 98022

Information regarding the Pollution Control Hearings Board can be found at: <https://eluho.wa.gov/>

**Other Applicable Laws**

Operating as described in this application/notification does not ensure compliance with the Endangered Species Act, or other federal, state, or local laws.

**Transfer of Forest Practices Application/Notification (WAC 222-20-010)**

Use the “Notice of Transfer of Approved Forest Practices Application/Notification” form. This form is available at region offices and on the Forest Practices website <https://www.dnr.wa.gov/programs-and-services/forest-practices/review-applications-fpars/forest-practices-forms-and>. Notify DNR of new Operators within 48 hours.

**Continuing Forestland Obligations (RCW 76.09.060, RCW 76.09.070, RCW 76.09.390, and WAC 222-20-055)**

Obligations include reforestation, road maintenance and abandonment plans, conversions of forestland to non- forestry use and/or harvest strategies on perennial non-fish habitat (Type Np) waters in Eastern Washington.

Before the sale or transfer of land or perpetual timber rights subject to continuing forest and obligations, the seller must notify the buyer of such an obligation on a form titled “Notice of Continuing Forest Land Obligation”. The seller and buyer must both sign the “Notice of Continuing Forest Land Obligation” form and send it to the DNR Region Office for retention. This form is available at DNR region offices.

If the seller fails to notify the buyer about the continuing forestland obligation, the seller must pay the buyer’s costs related to continuing forestland obligations, including all legal costs and reasonable attorneys’ fees incurred by the buyer in enforcing the continuing forestland obligation against the seller.

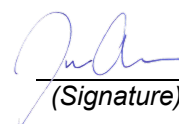
Failure by the seller to send the required notice to DNR at the time of sale will be prima facie evidence in an action by the buyer against the seller for costs related to the continuing forestland obligation prior to sale.

**DNR Declaration of Mailing**

I, **Julie Antonsen**, caused the Notice of Decision for FPA/N No. **2423981** to be placed in the United States mail at **Olympia, WA**; postage paid. I declare under penalty of perjury of the laws of the State of Washington, that the foregoing is true and correct.

7/11/2024  
(Date)

Enumclaw, WA  
(City & State where signed)

  
(Signature)



For DNR Region Office Use Only	
Region:	2423981
Date of Receipt:	8/26/2024

## Forest Practices Application/Notification Request to Amend

Approved FPA/N No.: 2423981

Project Name: Nisqually Forest Health Thinning

Use this to request an amendment to an approved Forest Practices Application/Notification.

### 1. Landowner, Timber Owner and Operator

Legal Name of Landowner Washington State Parks and Recreation Commission	Legal Name of Timber Owner <input checked="" type="checkbox"/> Same as Landowner	Legal Name of Operator <input checked="" type="checkbox"/> Same as Landowner
Mailing Address 1111 Israel Rd. SW	Mailing Address	Mailing Address
City, State, Zip Olympia, WA 98504-2650	City, State, Zip	City, State, Zip
Phone: 360-386-2990	Phone:	Phone:
Email: david.cass@parks.wa.gov	Email:	Email:

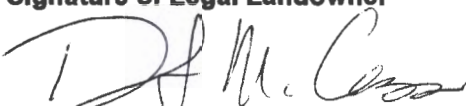
Contact Person David Cass	Phone: 360-386-2990 Email: david.cass@parks.wa.gov
------------------------------	-------------------------------------------------------

### 2. Describe the proposed amendment to the approved FPA/N. You can attach revised pages of an FPA/N, or give specific details below. Include a new Activity Map if you are proposing any changes to the original.

Project harvest boundaries have been modified in Units 3 and 4 to exclude areas of overlap with future park development phases. Unit 3 harvest unit size is reduced by 5 acres. Unit 4 harvest unit size is reduced by 16 acres. A new Activity Map and page 5 of the FPA application are included with this amendment request.

**3. We acknowledge the following:**

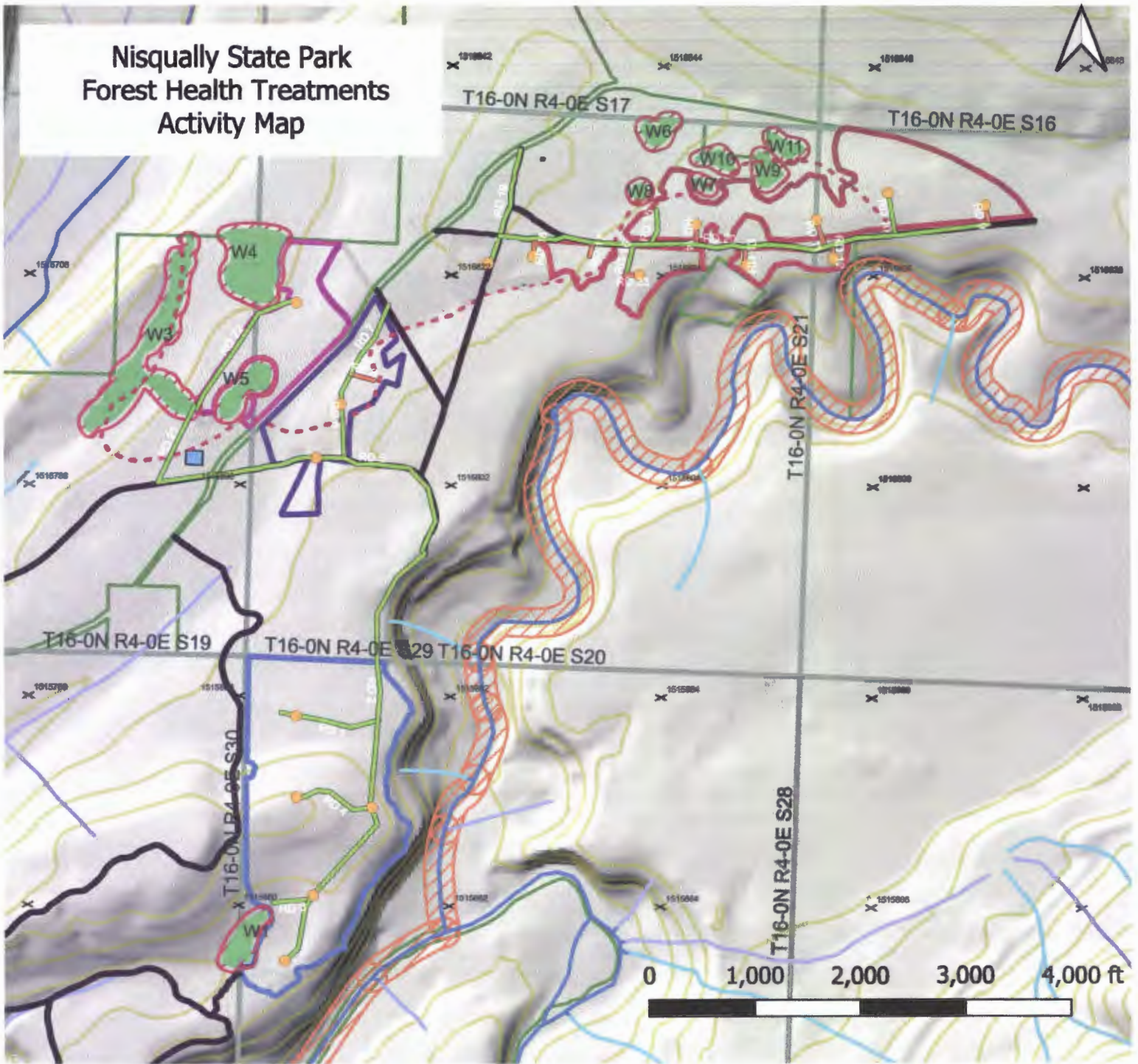
- The information on this application/notification amendment is true.
- We understand this proposed forest practice is subject to:
  - The Forest Practices Act and Rules, AND
  - All other federal, state or local regulations.
- Compliance with the Forest Practices Act and Rules does not ensure compliance with the Endangered Species Act or other federal, state or local laws.
- I understand that this amendment is a request for a Notice to Comply for an authorized deviation as described in WAC 222-20-060.

<b>Signature of Legal Landowner</b> 	<b>Signature of Timber Owner *</b> (if different than landowner)	<b>Signature of Operator</b> (if different than landowner)
<b>Printed Name</b> David Cass	<b>Printed Name</b>	<b>Printed Name</b>
<b>Date Signed</b> 8/21/2024	<b>Date Signed</b>	<b>Date Signed</b>

\*NOTE: if you are a "Perpetual Timber Rights Owner," and are submitting this without the landowner's signature, provide written evidence the landowner has been notified.



# Nisqually State Park Forest Health Treatments Activity Map



## Operations

- Landings
- Temporary Roads**
- New Temporary Road
- Reopening Old Logging Road
- Nisqually State Park Roads
- Water**
- Nonexistent Untyped Stream
- DNR Watercourses
- Nonfish

## Shorelines of the State

- Unknown
- Wetlands
- ▨ 50' Wetland Buffer
- ▨ 200' Buffer for Fish Bearing River

## Harvest Boundaries

- ▭ Unit 1
- ▭ Unit 2
- ▭ Unit 3
- ▭ Unit 4

## Site Information

### Permanent Structures

- ▭ Bathrooms
- ▭ Maintenance Building
- 20ft Contours
- ▭ WA\_Township\_Subdivisions
- ▭ Nisqually State Park Boundaries



**17. If depositing spoils and/or expanding or developing a rock pit for forestry use, complete the table below.**

Show locations and identifiers on the Activity Map.

Spoil Area Identifier (letter, number)	Amount of Spoils Deposited (cubic yards)	Rock Pit Identifier (name, number or letter)	Acres of New Rock Pit Developed	Acres of Existing Rock Pit Expanded

**18. If operating within 200 feet of a wetland that is not associated with Type S or F Water, complete the table below.** Wetlands associated with Type S or F Water should be listed in Question 25 or Question 23 if using 20-acre exempt rules. Show the boundaries of each wetland, along with its identifier, and Wetland Management Zone (WMZ) on the Activity Map. See *FPA/N instructions for details*.

Wetland Identifier (letter, number)	Wetland Type (A, B, Forested)	Planned Activities in Wetland	Planned Activities in Maximum Width WMZ	Total Wetland Acres	How many acres will be drained?	How many acres will be filled?
			See Additional Information			

**\*\*\* IF NOT HARVESTING OR SALVAGING TIMBER, SKIP TO QUESTION 27 \*\*\***

**19. If harvesting or salvaging timber, complete the table below.** Show all harvest areas and unit numbers on the Activity Map. For even-aged harvest units, show surrounding stand information on the Activity Map. See *FPA/N instructions for details*.

Unit Number	Harvest Method (Even-aged, Uneven-aged, Salvage, Right of Way)	Biomass Harvest (Y or N)	Logging System (rubber tired skidder, tracked skidder, dozer, shovel, full suspension cable, leading end suspension cable, helicopter, cable assist/tethered, animal, chipper, forwarder, slash bundler)	Acres to be Harvested	Volume to be Harvested (mbf)	Biomass Volume to be Harvested (tonnage)	Volume to be Harvested (%)	Steepest Slope in Harvest Unit (%)
1	Uneven-aged	N	ground-based logging	86.7	902	0	40%	15%
2	Uneven-aged	N	ground-based logging	24.0	168	0	40%	5%
3	Uneven-aged	N	ground-based logging	21.3	125	0	27%	5%
4	Uneven-aged	N	ground-based logging	56.5	288	0	31%	5%

WASHINGTON STATE PARKS

NISQUALLY FHT CONTRACT HARVEST ROAD PLAN  
PIERCE COUNTY

AGREEMENT NO.: SC 325-418

FORESTER: DAVID CASS

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. Roads included in the scope of this plan are shown on the attached Nisqually Logging Operations Map.

**0-2 REQUIRED ROADS**

The specified work on the following roads is required.

<u>Roads</u>	<u>Stations</u>	<u>Type</u>
RD 2	43+70'	Pre-Haul/Post-Haul Maint.
RD 6	7+90'	Pre-Haul/Post-Haul Maint.
RD 7	7+50'	Pre-Haul/Post-Haul Maint.

**0-3 OPTIONAL ROADS**

The specified work on the following roads is not required. Any optional roads built by the Purchaser must meet all the specifications in the road plan.

<u>Road</u>	<u>Stations</u>	<u>Type</u>
All Roads (RD 1 – RD 23)*	200+00'	Light Brushing
All Roads (RD 1 – RD 23)*	200+00'	Pre-Haul/Post-Haul Maint.
Landing Spurs	Up to 800' combined for all spurs	Construction
Landing Spurs	Up to 800' combined for all spurs	Abandonment

\*Most landing spurs are on abandoned road beds. Degree of work varies from Reconstruction to Pre-haul Maintenance to Light Brushing to No Work Needed. Only 800 feet of newly constructed landing spur will be permitted and must be with prior approval.

**0-4 CONSTRUCTION**

This project includes, but is not limited to the following construction requirements:

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
-------------	-----------------	---------------------

RD 2*	20'	Dirt berm and rock removal.
-------	-----	-----------------------------

\*A dirt berm with large rocks needs to be removed from the location marked by a gold star on the map at the intersection of RD 5 and RD 2 in order to reopen access to RD 2.

**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 9-15 ROAD CLOSURE.

**0-9 DECOMMISSIONING**

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

**0-10 ABANDONMENT**

This project includes abandonment listed in Clause 9-21 ROAD ABANDONMENT.

SECTION 1 – GENERAL

**1-1 ROADS ELIGIBLE FOR USE**

Only those State Park roads identified in the road plan are eligible for use by the Purchaser. Purchaser may request use of additional roads in writing to the Contract Administrator. Use of roads not identified in the road plan are subject to all conditions of the Road Plan and are made available to the Purchaser “as-is” at the sole discretion of the Contract Administrator.

**1-2 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.

**1-7 TEMPORARY ROAD CLOSURE**

Purchaser shall notify the Contract Administrator a minimum of 5 calendar days before the closure of any road. Construction may not close any road for more than 21 consecutive days. Construction may not close the following roads for more than the specified number of days.

<u>Road</u>	<u>Number of Allowable Closed Days</u>
N/A	



**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.

**1-11 HPA REQUIREMENTS**

The following work is subject to requirements under a Hydraulics Project Approval (HPA) issued by the State of Washington.

<u>Road</u>	<u>Stations</u>	<u>Work Type</u>
N/A		

<SUBSECTION ROAD MARKING>

**1-11 HPA REQUIREMENTS**

Roads within the Road Plan are generally not marked. Non-durable markings for operator and truck traffic communication may be used and must be removed at the end of work.

<SUBSECTION TIMING>

**1-20 COMPLETE BY DATE**

Purchaser shall complete pre-haul road work before the start of timber haul. Temporary spur construction may be completed prior to use.

**1-21 HAUL APPROVAL**

Purchaser shall not use roads under this road plan for any activities not associated with harvest operations without written approval from the Contract Administrator.

**1-22 WORK NOTIFICATIONS**

On the following road(s), Purchaser shall notify the Contract Administrator a minimum of 14 calendar days before work begins.

<u>Road</u>	<u>Stations</u>
None	

<SUBSECTION RESTRICTIONS>

**1-25 ACTIVITY TIMING RESTRICTION**

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

<u>Road</u>	<u>Stations</u>
All Roads RD 1 - RD 23	

The specified activities are not allowed during the listed closure period(s) unless authorized in writing by the Contract Administrator. Restrictions for hauling forest products are specified in Contract Clause H-130 HAULING SCHEDULE.

<u>&lt;Road&gt;</u>	<u>&lt;Stations&gt;</u>	<u>Activity</u>	<u>Closure Period</u>
None			

**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. If other operators are using, or desire to use these roads, a joint operating plan must be developed. All parties shall follow this plan.

**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 access 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.

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 **all roads** except land spurs less than 200 ft in length in a condition that will allow the passage of light passenger vehicles.

**2-5 MAINTENANCE GRADING – EXISTING ROAD**

On all roads, Purchaser shall use a grader to shape the existing surface as needed or as required by the Contract Administrator. This is in addition to any similar work required to adhere with the FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS.

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
All Roads RD 1 – RD 23	200+00'	As needed

**2-6 CLEANING CULVERTS**

On the following road(s), Purchaser shall clean the inlets and outlets of all culverts. This is in addition to any similar work required to adhere with the FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS.

<u>Road</u>	<u>Stations</u>
None	

**2-7 CLEANING DITCHES, HEADWALLS, AND CATCH BASINS**

On the following road(s), Purchaser shall clean ditches, headwalls, and catchbasins. Work must be completed before log haul begins and as part of the final maintenance. This is in addition to any similar work required to adhere with the FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS.

<u>Road</u>	<u>Stations</u>
None	

**2-8 WINTER MAINTENANCE**

Winter maintenance may include snow removal, punching through snow berms at ingress/egress to public roads, and sand and gravel applications for traction enhancement. No salt applications may be used on State Parks property without prior approval by the Contract Administrator. The Purchaser shall perform winter maintenance as needed to perform their work at the rates agreed upon in P-033.1. Any winter maintenance needed that is not specified will be performed at the Contractor’s sole expense. This is in addition to any similar work required to adhere with the FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS

SECTION 3 – CLEARING, GRUBBING, AND DISPOSAL

<SUBSECTION BRUSHING>

**3-1 BRUSHING**

On the following road(s), Purchaser shall cut vegetative material up to 3 inches in diameter, including limbs, as shown on the BRUSHING DETAIL. Root systems and stumps of cut vegetation may not be disturbed unless directed by the Contract Administrator. Purchaser shall remove brushing debris from the road surface, ditchlines, and culvert inlets and outlets.

<u>Road</u>	<u>Stations</u>
All Roads RD 1 – RD 23	As Needed

<SUBSECTION CLEARING>

(REMOVED)

<SUBSECTION DECKING>

**3-7 RIGHT-OF-WAY DECKING**

On the following road(s), 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.

<u>Road</u>	<u>Stations</u>
None	

**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.
- Within 200 feet of power lines.

<SUBSECTION ORGANIC DEBRIS>

**3-20 ORGANIC DEBRIS DEFINITION**

Organic debris is defined as all vegetative material not eligible for removal by Contract Clause G-010 PRODUCTS SOLD AND SALE AREA or G-011 RIGHT TO REMOVE FOREST PRODUCTS AND CONTRACT AREA, that is larger than one cubic foot in volume within the brushing area as shown on the BRUSHING DETAIL.

**3-21 DISPOSAL COMPLETION**

Purchaser shall remove organic debris from the road surface, ditchlines, and culvert inlets and outlets. Purchaser shall complete all disposal of organic debris, before the contract termination date.

**3-23 PROHIBITED DISPOSAL AREAS**

Purchaser shall not place organic debris in the following areas:

- Within 50 feet of a cross drain culvert.
- Within 150 feet of a live stream, or wetland.
- Against standing timber.

**3-24 BURYING ORGANIC DEBRIS RESTRICTED**

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

**3-25 SCATTERING ORGANIC DEBRIS**

On the following road(s) Purchaser shall scatter organic debris in natural openings on the side of the road as directed by the Contract Administrator. Where natural openings are unavailable or restrictive, alternate debris disposal methods are subject to the written approval of the Contract Administrator.

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
None		

<SUBSECTION PILE>

**3-31 PILING**

Purchaser shall pile organic debris at landing sites 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

**4-28 DITCH DRAINAGE**

Ditches must drain to cross-drain culverts or ditchouts.

**4-29 DITCHOUTS**

On the following road(s), Purchaser shall construct ditchouts as needed 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. L or R denotes ditchout left or ditchout right.

<u>Road</u>	<u>Stations</u>	<u>&lt;L or R&gt;</u>
All Roads	As Needed	

<SUBSECTION SHAPING>

**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.

**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.

<SUBSECTION CULVERTS>

**5-5 CULVERTS**  
N/A

SUBSECTION ENERGY DISSIPATERS

**5-20 ENERGY DISSIPATERS**

Purchaser shall install energy dissipaters if deemed necessary by the Contract Administrator.

Energy dissipaters must extend a minimum of 1 foot to each side of the culvert at the outlet and a minimum of 2 feet beyond the outlet. No placement by end dumping or dropping of rock is allowed

**5-21 DOWNSPOUTS AND FLUMES**

Downspouts and flumes longer than 10 feet must be staked on both sides at maximum intervals of 10 feet with 6-foot heavy-duty steel posts, and fastened securely to the posts with No. 10 galvanized smooth wire 1/2-inch bolts in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL.

SUBSECTION CATCH BASINS, HEADWALLS, AND ARMORING

**5-26 HEADWALLS FOR CROSS DRAIN CULVERTS**

Purchaser shall construct headwalls in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL. Rock used for headwalls must be approved by the Contract Administrator. Rock must be placed on shoulders, slopes, and around culvert inlets and outlets. Minimum specifications require that rock be placed at a width of one culvert diameter on each side of the culvert opening, and to a height of one culvert diameter above the top of the culvert. Rock may not restrict the flow of water into culvert inlets or catch basins.

SUBSECTION SURFACE DRAINAGE

**5-30 DRIVABLE WATERBAR CONSTRUCTION**



Purchaser shall construct drivable waterbars in accordance with the DRIVABLE WATERBAR DETAIL and as directed by the Contract Administrator. Drivable waterbars must be installed concurrently with construction of the subgrade and must be maintained in an operable condition.

**5-31 ROLLING DIP CONSTRUCTION**

Purchaser shall construct rolling dips in accordance with the ROLLING DIP DETAIL and as directed by the Contract Administrator. Rolling dips must be installed concurrently with construction of the subgrade and must be maintained in an operable condition.

**5-33 NATIVE SURFACE ROADS**

If overwintered, native surface roads must be waterbarred (drivable or non-drivable) at the discretion of the Contract Administrator by November 1. Purchaser shall construct waterbars 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.

<SUBSECTION DUST ABATEMENT>

**6-80 WATERING FOR DUST ABATEMENT**

Purchaser shall use water for dust abatement <on the following roads> <as directed by the Contract Administrator>.

<u>Road</u>	<u>Stations</u>
All Roads	As Needed

SUBSECTION REVEGETATION

**8-15 REVEGETATION**

On the following road(s), Purchaser shall spread certified seed mixture previously approved by State Parks on all exposed soils resulting from road work activities as directed by the Contract Administrator. Required seed not spread by the termination of this contract will become the property of the state.

<u>Road</u>	<u>Location</u>	<u>Qty (lbs)*</u>	<u>Type</u>	<u>Comments</u>
All Roads and Landings to be Abandoned		20/acre	See 8-25	See 8-25

\*Quantities are estimates only. Actual quantities may vary and are the responsibility of the Purchaser.

**8-16 REVEGETATION SUPPLY**

\*The Purchaser shall provide the seed mixture as specified by the Contract Administrator.

**8-17 REVEGETATION TIMING**

On the following roads, Harvester shall revegetate as authorized in writing by the Contract Administrator.

SUBSECTION SEED AND MULCH

**8-25 GRASS SEED**

Harvester shall evenly spread the seed mixture listed below on all exposed soil as specified by the Contract Administrator at a rate of **20 pounds per acre with an estimation of 6 acres in total** of exposed soil including all abandonments and landings. Grass seed must meet the following specifications:

1. Weed seed may not exceed 0.5% by weight.
2. All seed species must have a minimum 90% germination rate, unless otherwise specified.
3. Seed must be certified.
4. Seed must be furnished in standard containers showing the following information:
  - a. Common name of seed
  - b. Net weight
  - c. Percent of purity
  - d. Percentage of germination
  - e. Percentage of weed seed and inert material
5. Seed must conform to the following mixture <unless a comparable mix is approved in writing by the Contract Administrator>.

<u>Kind and Variety of Seed in Mixture</u>	<u>% by Weight</u>	<u>&lt;Minimum % germination&gt;</u>
Bluebunch Wheatgrass	50%	90%
Bottlebrush Squirreltail	15%	90%
Sandberg's Bluegrass	15%	90%
Thickspike Wheatgrass	20%	90%

SECTION 9 – POST-HAUL ROAD WORK

SUBSECTION STRUCTURES

**9-1 EARTH BARRICADES**

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

<u>Road</u>	<u>Stations</u>
None	

SUBSECTION POST-HAUL MAINTENANCE

**9-5 POST-HAUL MAINTENANCE**

Purchaser shall perform post-haul maintenance in accordance with the FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS and as specified below.

<u>Road</u>	<u>&lt;Stations&gt;</u>	<u>Additional Requirements</u>
All Roads	200+00'	Post-Hual Maint. As Needed

<SUBSECTION CLOSURE

**9-21 ROAD ABANDONMENT**

Purchaser shall abandon the following roads before the termination of this contract. Work must be in accordance with the ROAD ABANDONMENT CROSS SECTIONS DETAIL.

<u>Road</u>	<u>Stations</u>	<u>&lt;Type&gt;</u>	<u>&lt;Date&gt;</u>
Landing Spurs	All Constructed	Light	<b>TBD</b>

**9-22 LIGHT/MEDIUM DECOMMISSIONING AND ABANDONMENT**

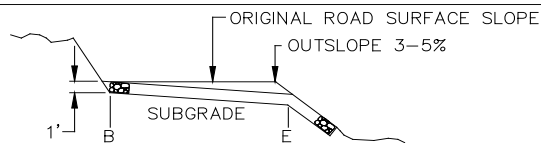
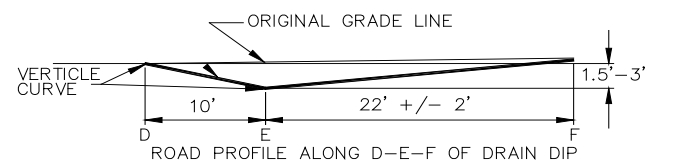
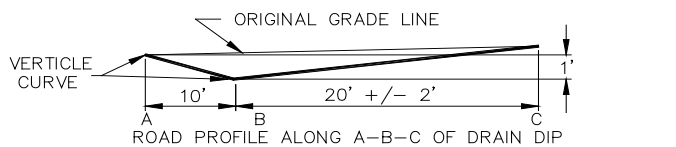
- Remove road shoulder berms except as directed by Contract Administrator.
- Rip the surface to a minimum depth of <10> inches.
- Construct drivable waterbars according to the attached **DRIVABLE WATERBAR DETAIL** at a maximum spacing that will produce a vertical drop of no more than 10 feet between waterbars or between natural drainage paths and with a maximum spacing of 500 feet, or as directed by the Contract Administrator
- Construct non-drivable waterbars according to the attached **NON-DRIVABLE WATERBAR DETAIL** at a maximum spacing that will produce a vertical drop of no more than 10 feet between waterbars or between natural drainage paths and with a maximum spacing of 250 feet, 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 roads with earth barricades in accordance with the attached **EARTH BARRICADE DETAIL**.
- Remove culverts.
- Remove ditch cross drain culverts and leave the resulting trench open.
- Apply grass seed concurrently with abandonment and in accordance with Section 8 EROSION CONTROL.
- Cover, concurrently with abandonment, all exposed soils within 100 feet of any live stream, with a 8 inch deep layer of straw.
- Provide and evenly spread a 6-inch layer of straw to all exposed soils associated with stream culvert removals.
- Scatter woody debris onto abandoned road surfaces.

#### 9-24 HEAVY DECOMMISSIONING AND ABANDONMENT

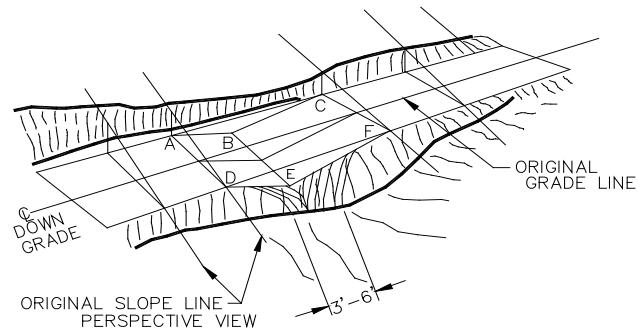
- Fill in ditches.
- Rip the surface to a minimum depth of 10 inches.
- Outslope the surface at a minimum of 30 percent.
- Remove embankments, sidecast fill, and place material into cut-banks and shape banks to conform to the natural ground.
- Remove road shoulder berms except as directed.
- Construct non-drivable waterbars in accordance with the attached **NON-DRIVABLE WATERBAR DETAIL** at a maximum spacing that will produce a vertical drop of no more than 10 feet between waterbars or between natural drainage paths and with a maximum spacing of 100 feet, or as marked in the field.
- Skew waterbars at least 30 degrees from perpendicular to the road centerline on roads in excess of 3 percent grade.
- Key waterbars into the cut-slope to intercept the ditch. Waterbars must be outsloped to provide positive drainage. Outlets must be on stable locations.>
- Block roads with earth barricades in accordance with the attached **EARTH BARRICADE DETAIL**.
- Remove culverts.
- Remove ditch cross drain culverts and leave the resulting trench open.
- Apply grass seed concurrently with abandonment and in accordance with Section 8 EROSION CONTROL.
- Cover, concurrently with abandonment, all exposed soils within 100 feet of any live stream, with a 8-inch deep layer of straw.
- Provide and evenly spread a 6-inch layer of straw to all exposed soils associated with stream culvert and puncheon removals, as well as all waste material generated by fill removal that are within 30 feet of excavation limits.
- Scatter woody debris onto abandoned road surfaces.

# ROLLING DIP DETAIL

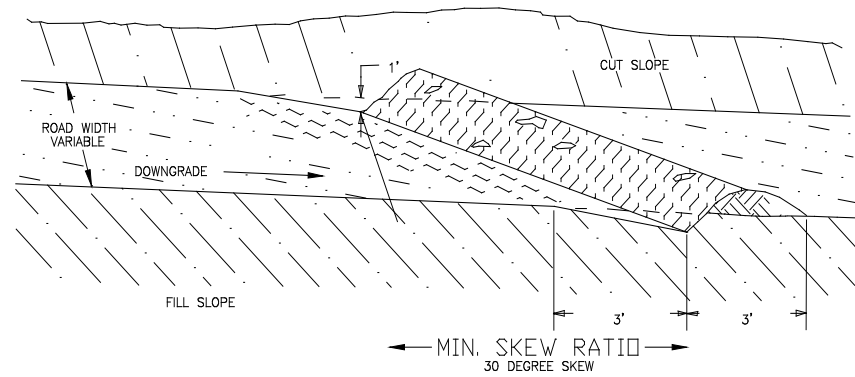


OUTLET OF DIP TO BE CLEAR OF OBSTRUCIONS TO ALLOW WATER TO FLOW FREELY. IF SOILS ARE ERODABLE, TOE OF DIP TO BE ARMORED WITH NATIVE ROCK.

NOTE: PLAN OF DIP SHOWN IS FOR OUTSLOPED ROLLING DIP. DIPS MAY BE EITHER INSLOPED OR OUTSLOPED. WHEN INSLOPED, DIPS SHALL DRAIN FREELY INTO DITCHES OR CULVERT INLETS. WHEN OUTSLOPED, THEY SHALL DRAIN FREELY ONTO NATURAL GROUND. WHERE SOILS ARE ERODABLE, OUTLET SHALL BE ARMORED WITH NATIVE ROCK. THE MINIMUM CROSS GRADE FROM "B" TO "E" IS 4% GREATER THAN THE ROAD SURFACE SLOPE. SKEW LINE B-E TO FIT LOW POINT IN DRAW, IF LOCATED IN NATURAL DRAIN.



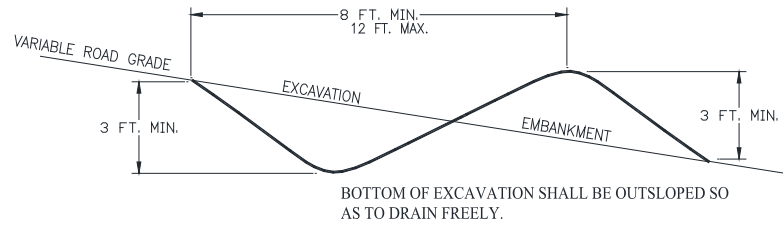
DRIVABLE WATER BAR DETAIL



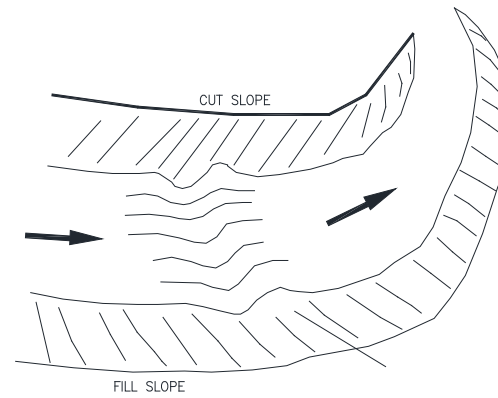
NOTES

1. ALL WATER BARS SHALL BEGIN AT THE INTERSECTION OF THE ROADBED AND CUT SLOPE AND RUN ACROSS THE ENTIRE WIDTH OF THE ROADBED.
2. ALL WATER BARS SHALL HAVE FREE FLOWING OUTLETS.

### NON-DRIVABLE WATER BAR DETAIL



PROFILE VIEW

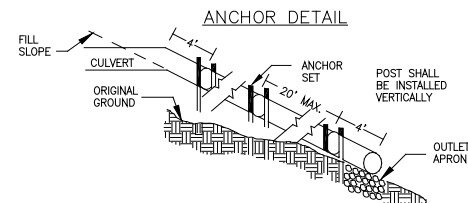
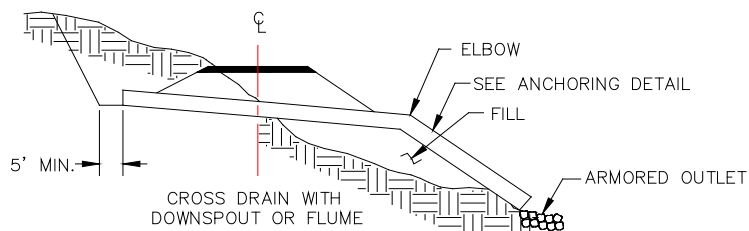
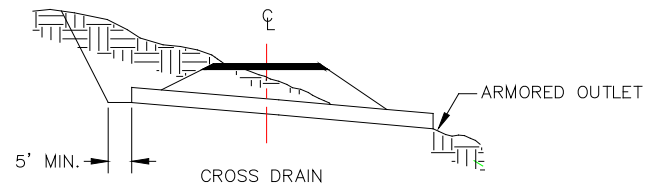
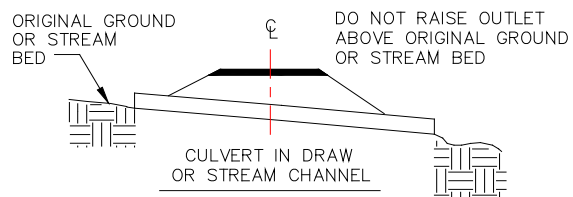


METHOD OF INSTALLATION

NOTE: EMBANKMENT SIDE OF UNDRIVABLE WATER BAR SHALL BE PLACED IN ON SIDE VEHICLE TRAFFIC WILL BE COMING FROM.

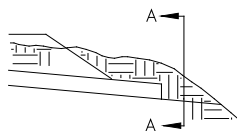


# CULVERT AND DRAINAGE SPECIFICATION DETAIL

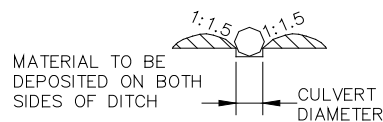


NOTE: MINIMUM COVER OVER CULVERT AT SHOULDER AT INLET SHALL BE 18" OR 1/2 THE CULVERT DIAMETER, WHICHEVER IS GREATER.  
 CATCH BASINS SHALL BE MINIMUM 5' WIDE BY 6' LONG.  
 CUT SLOPES AT CATCH BASINS SHALL BE AS SPECIFIED IN CLAUSE 5.1-8.

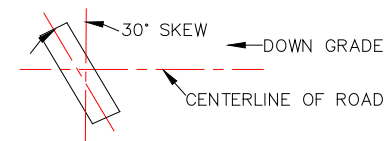
## OUTLET DITCH



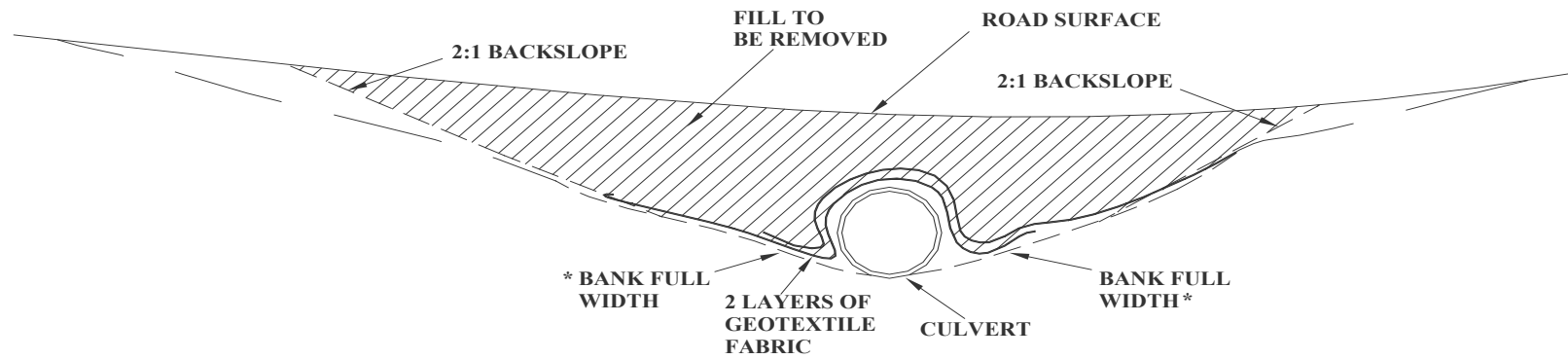
## SECTION A-A



## SKIEW DIAGRAM

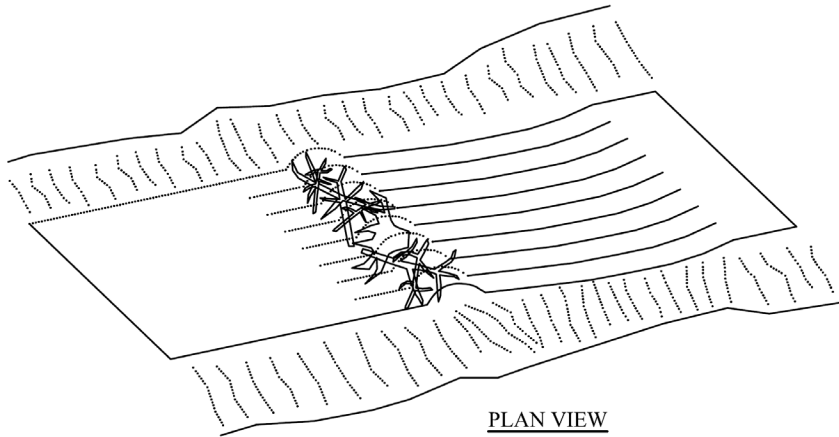


## TEMPORARY CULVERT DETAIL



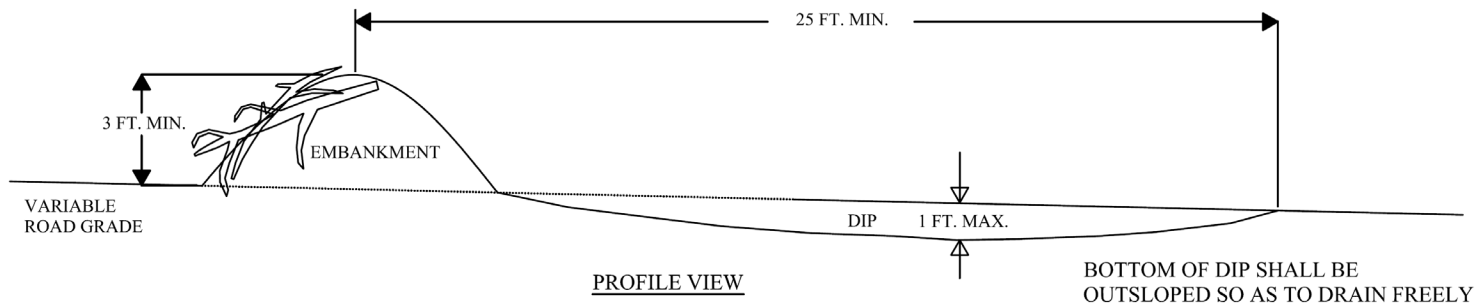
\* BEGIN 2:1 SLOPE AT FIVE FEET FROM BANK FULL WIDTH

# EARTHEN BARRICADE DETAIL

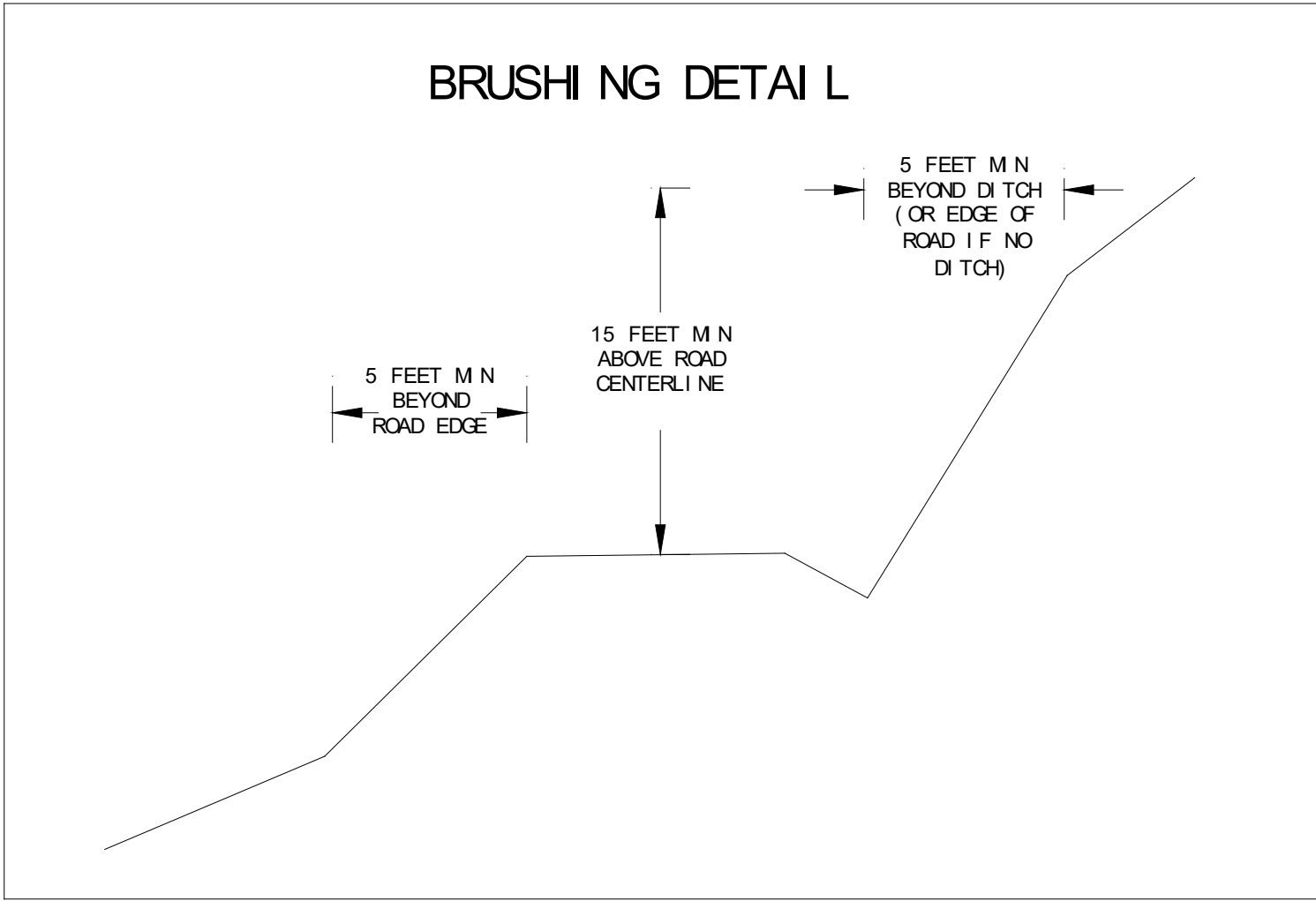


SLASH AND ROOT WADS SHALL BE INCORPORATED IN THE EMBANKMENT SIDE OF THE BARRICADE.

NOTE: EMBANKMENT SIDE OF BARRICADE SHALL BE PLACED ON SIDE VEHICLE TRAFFIC WILL BE COMING FROM.



# BRUSHING DETAIL



## ROLLING DIP LIST

<u>Road</u>	<u>L-Station</u>	<u>Remarks</u>

## DRIVABLE WATERBAR LIST

<u>Road</u>	<u>L-Station</u>	<u>Remarks</u>

**FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS****Surface**

- Grade and shape road surfaces, turnouts, and shoulders to the original shape to provide a smooth, rut-free traveled surface and maintain surface water runoff in an even, unconcentrated manner.
- Blading shall not undercut the backslope.
- 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 as directed by the Contract Administrator.
- Remove shoulder berms, created by grading, to facilitate drainage, except as marked or directed by the Contract Administrator.

**Drainage**

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

**Preventative Maintenance**

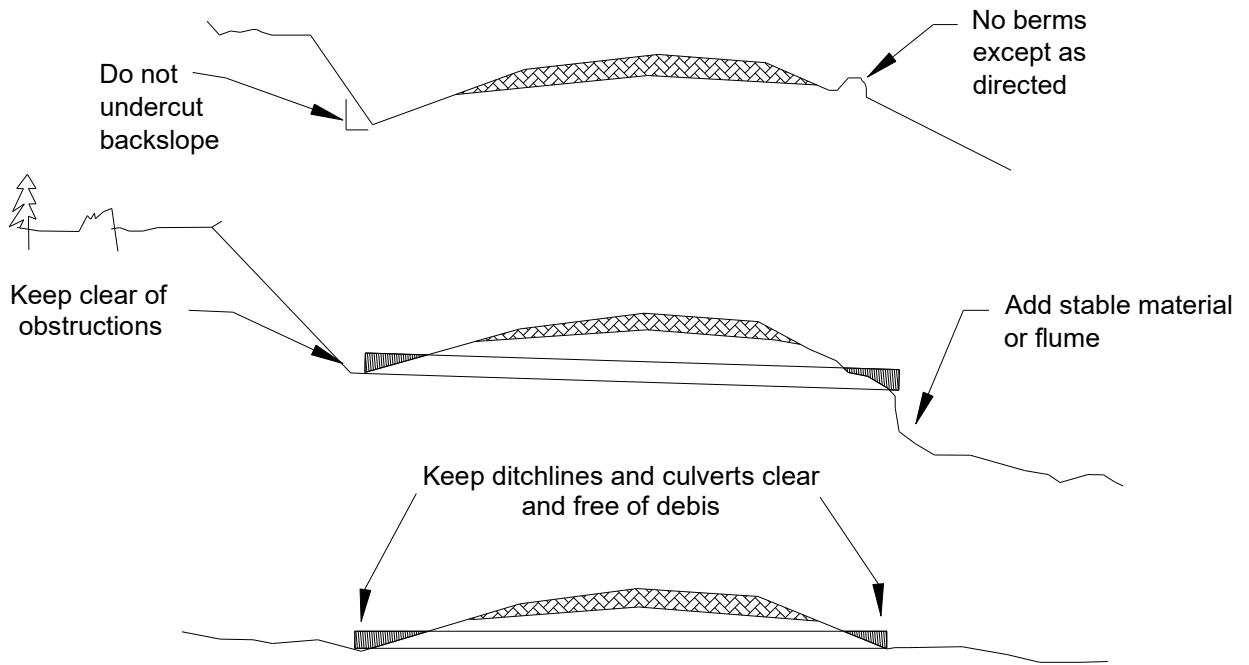
- Perform preventative maintenance work to safeguard against storm damage, such as blading to ensure correct runoff, ditch and culvert cleaning, and waterbar maintenance.

**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.





## ACCESS ROAD WORK ORDER EQUIPMENT RATES

Effective 07/01/2022

<b>Motor Grader</b>		
To 140 HP	CAT 120H, 120M	177.00
To 175 HP	John Deere 670D, 670G, 672D, G; CAT 12M; CAT 140G; CAT143H; Volvo G930; Komatsu GD-655-3	219.00
To 200 HP	John Deere 772; CAT 140M; Volvo G940;	238.00
Over 200 HP	CAT 160M, 14M, 16H; Komatsu GD-825A-2	308.00
<b>Ripper/Scarifier Use</b>		
	To 140 HP	4.80
	To 175 HP	7.20
	Over 175 HP	12.00
<b>Front End Loader; Loader/Backhoe</b>		
To 75 HP	JD 310 L EP, CAT 416D, CAT 416E; Komatsu WB142-2	142.00
To 110 HP	CAT 420E; Case 580, 590; CAT 908H, 914G; John Deere 344J	150.00
To 160 HP	CAT 924H, 930H; Hyundai HL730-9; John Deere 524K	152.00
Over 160 HP	John Deere 624K; Case 621E; CAT 938H, 950H, 966K	170.00
	Addition for special attachment use: compactor, clam, extendaboom, etc.	7.80
<b>Gravel Trucks</b>		
	On-Highway Rear Dump	165.00
	On-Highway Rear Dump Transfer Trailer (2 axles, 10 CY)	18.00
	On-Highway Bottom Dump Trailer (3 axles, 12 CY)	18.00
<b>Dozers</b>		
To 75 HP	Case 650 K; CAT D3K XL	135.00
To 105 HP	CAT D4K, D5K; Case 750K, 850K; John Deere 450J, 550J, 650J; Komatsu D37EX-24	176.00
To 135 HP	CAT D6K; Case 1150K, John Deere 700J; Komatsu D51EX-22	200.00
To 185 HP	John Deere 750J; Case 1650, 1850; CAT D6N; Komatsu D61EX -15	227.00
To 240 HP	CAT D6T, D7E; John Deere 850J; Komatsu D65EX-17	262.00
Over 240 HP	CAT D8T; John Deere 950J	378.00
<b>Ripper Use</b>		
	To 180 HP	9.00
	To 235 HP	15.00
	Over 235 HP	24.00
<b>Tractor Brush Cutters</b>		
To 67 PTO HP		120.00
To 80 PTO HP		127.00
Over 80 PTO HP	JD 6320	136.00
<b>Excavators</b>		
To 60 HP	Kubota U45, U55; John Deere 50D; Hitachi 50U; CAT 307D	138.00
To 95 HP	CAT 312D, 314D; Hitachi 120-3, 135US-3; Link-Belt 135; Komatsu PC 120-6, PC130-8; John Deere 120D, 135D	178.00
To 120 HP	CAT 315D; John Deere 160LC; Doosan 175LCV; Komatsu PC160LC-8; Link-Belt 160 LX; Volvo EC160C L	205.00

## ACCESS ROAD WORK ORDER EQUIPMENT RATES

Effective 07/01/2022

<b>Excavators (continued)</b>		
To 140 HP	CAT 319D L, 320C; Hitachi 160LC-3; Link-Belt 210LX	212.00
To 170 HP	CAT 320D; Hitachi 200LC-3, Link-Belt 240 LX; PC220LC-8; John Deere 225D LC; Volvo EC240C	215.00
To 230 HP	CAT 324D, 324E, 328D, 329D; John Deere 240D, 270D, 290G; Hitachi 240LC-3 270LC-3; Link-Belt 290 LX RBL; Volvo EC 290C	250.00
Over 230 HP	CAT 330D L, 336; Volvo EC330C, John Deere 350G, 350D; Komatsu PC300LC-8, PC390LC-11; Link-Belt 330 X4; Hitachi 330LC-6, 350LC-3	280.00
Add Attachment Rate to Excavator		36.00
<b>Self Propelled Vibratory Compactors</b>		
To 80 HP	Bomag BW145DH-40, BW177D-40; Dynapac CA150D; Sakai SV 201D; Ing. Rand SD45F TF	140.00
To 125 HP	Bomag BW177PDBH-40; CAT CP-433E; Sakai SV400D-II; Dynapac CA152D	160.00
Over 125 HP	Bomag BW211PD-40; Dynapac CA262D; Ing Rand SD105DA TF; Sakai SV505D-I	190.00
<b>Track Mounted Rock Drills (with one operator)</b>		
To 4.5 inch diameter hole		380.00
Over 4.5 inch diameter hole		446.50
<b>Heavy Equipment Hauling</b>		
On-Highway Rear Dump		165.00
Tilt Deck Utility Trailer (2 axle, up to 40,000 lbs)		10.00
Tilt Deck Utility Trailer (3 axle, up to 50,000 lbs)		13.00
On-Highway Truck Tractor (GVW up to 50,000 lbs)		142.00
Lowbed Trailer (2-axle, up to 50,000 lbs)		15.00
Lowbed Trailer (3-axle, up to 80,000 lbs)		35.00
<b>Water Trucks</b>		
On-Highway Water Tanker (3,000 gallon capacity)		104.00
On-Highway Water Tanker (4,000 gallon capacity)		126.00
Off-Highway Water Tanker (5,000 gallon capacity)		147.00
<b>Power Saws; Pumps</b>		10.00
<b>Laborer Wages (Fully Burdened Rates including profit and overhead)</b>		
Laborer- Journey Level		50.00
Laborer- Apprentice Level		47.00

### Notations

- 1 HP taken at the Flywheel unless stated otherwise.
- 2 WA Sales Tax - Add sales tax only if an activity is not directly tied to a state timber sale. Sales tax on purchased material will be reimbursed.
- 3 Hourly rates include operator, owning and operating costs, profit and overhead, and also includes all costs of service and support vehicles.
- 4 Specification data such as weight and flywheel HP can be determined upon request by providing equipment make and model information.
- 5 Rates for equipment not included in this schedule can be determined upon request.