



COMPETITIVE SOLICITATION  
INVITATION FOR BIDS – TIMBER NOTICE OF SALE

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**IFB 325-418 NISQUALLY FOREST HEALTH THINNING LOG SALE**

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**BRIEF DESCRIPTION:** The Washington State Parks and Recreation Commission (State Parks) invites bids from log buyers interested in purchasing forest products from approximately 189 acres in Nisqually State Park located at 43371 Mashel Prairie Road, Eatonville, WA 98328. Pierce County. FPA No. 2423981, and recommends that interested bidders visit the site to evaluate the timber and review maps for complete sale details and logistics.

**Bid Closing Date: 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 3.1 – 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)

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 IFB 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' responsibility to fully read and understand all provisions of this IFB. If a Bidder does not fully understand any portion of this IFB, 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 IFB 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.

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

The purpose of this Competitive Solicitation is to identify log buyers interested in purchasing forest products from approximately 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. Detailed maps accompanying this solicitation provide additional guidance on the exact locations of the timber and the best routes for access.

### **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 area that are shown on the attached map. 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

This IFB includes the materials found in **Exhibit B**: Nisqually Logging Operations Map, **Exhibit C**: Forest Practices Application/Notification #2423981.

**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, Forest Health 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**

Nisqually State Park Forest Health Thinning Log Sorts and Volumes.

Agreement #	Sort #	Species and Sort Specifications *	Estimated Volume		Tons Per MBF**	Minimum Bid Price***		Total Appraised Gross Log Value
			Mbf	Tons				
TBD	1	Douglas-fir 5"+ DIB (Sawlogs)	1881	***	7.5	\$700/MBF		\$1,316,700
TBD	2	Black Cottonwood 6"+ DIB (Sawlogs)	61	***	7.8	\$400/MBF		\$24,400
TBD	3	Conifer Utility 2"+ DIB (Pulplogs)	***	426	9.0		\$28/TON	\$11,928
TBD	4	Hardwood Utility 2"+ DIB (Pulplogs)	***	incidental	9.0		\$26/TON	incidental

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

\*\*Conversion factors are used for bid analysis only and are derived from Dept. of Revenue Timber Tax values.

\*\*\*All bid pricing by MBF is assumed for net scaled log volume based on westside log scaling rules.

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

**1.5 LOG PURCHASE AND DELIVERY TERMS**

The successful Purchaser(s) must accept and purchase logs upon delivery to the location specified in their submitted bid. The logs will be delivered by the Seller's contract harvester. The Purchaser is responsible for all weighing and scaling costs, with all tonnage loads weighed and all MBF loads scaled at State-approved locations. The Seller reserves the right to designate the locations where logs will be scaled and weighed.

The anticipated log delivery period is from **November 15, 2024, to June 30, 2025.**

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## **1.6 TIMBER EXCISE TAX**

Purchaser must pay the forest excise taxes associated with the log sorts delivered to them. Harvest cost and haul cost will be furnished to purchaser after harvester contract is awarded.

## **1.7 CONFIRMATION**

Each log sort submitted in your bid is subject to review and confirmation by State Parks following the evaluation process. Please note that no sorts will be confirmed until at least 10 days after the bid openings, allowing sufficient time for thorough analysis and assessment. The final award of the contract is contingent upon the completion and approval of State Parks's haul cost analysis. This analysis will ensure that the proposed transportation costs align with State Parks's budgetary and operational requirements.

Additionally, be aware that the actual haul route for the delivery of logs may differ from what was initially proposed in the bid. State Parks reserves the right to modify the haul route based on logistical, environmental, or operational considerations.

## **1.8 PAYMENT SECURITY**

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

## **1.9 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.

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## 2 RESPONSES - REQUIRED CONTENT, AND FORMAT:

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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.

### 2.1 CHECKLIST OF MANDATORY ITEMS

The following list identifies the content that must be included in each responsible submission.

- **Appendix A, Certifications**
- **Appendix B, Bidder Profile**
- **Appendix C, Log Sort Sealed Bid Form**
- **Appendix D, Log Sort Sealed Bid Supplemental Information Form**

Any response that does not contain all of the above items will be rejected as non-responsive. Each item is discussed in more depth in the following sections.

### 2.2 (APPENDIX A) – BIDDER’S CERTIFICATIONS, 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.

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

### 2.3 (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.

Failure to address all of the elements identified in the Profile may result in disqualification.

### 2.4 (APPENDIX C) – LOG SORT SEALED BID FORM

Submit the Log Sort Sealed Bid 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.

The Bidder meeting all responsive criteria and having the highest price for each sort will be selected as the Apparent Successful Bidder (ASB).

### 2.5 (APPENDIX D) – LOG SORT SEALED BID SUPPLEMENTAL INFORMATION FORM

Submit the Log Sort Sealed Bid Supplemental Information Form **for each item bid on.**

The Bidder meeting all responsive criteria and having the highest price for each sort will be selected as the Apparent Successful Bidder (ASB).

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### 3 RESPONSES – PREPARATION AND SUBMISSION REQUIREMENTS

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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.

#### 3.1 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., "IFB # 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., "IFB # 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. ---***



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## **4 EVALUATION AND AWARD**

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

### **4.1 BID RESPONSIVENESS**

All Responses received by the stated deadline will first be reviewed by the Procurement Coordinator to ensure that the Responses contain all of the information required in this IFB. Only responsive Responses that meet the requirements will be forwarded for further review. Any Response that does not 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, and/or seek correction of minor informalities that do not alter the content of the Response.

### **4.2 GENERAL EVALUATION PROVISIONS**

The evaluation process is designed to award a contract to the Bidder with the best price for each sort that can accept products within the designated timeframe.

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

### **4.3 SELECTION OF APPARENT SUCCESSFUL BIDDER**

The Bidder meeting all responsive criteria and having the highest price for each sort will be selected as the Apparent Successful Bidder (ASB).

State Parks will notify the Apparent Successful Bidder, and the non-successful Bidders, via email, using the email address provided by the bidder in the bid.

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## 5 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.

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

Following the announcement of the ASB, Bidders may request a Debrief conference. The Bidder will have a short period of time to request the Debrief conference. NOTE: a Debrief conference is a mandatory prerequisite for any Bidder desiring to protest the award.

### 5.2 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., "**IFB # Procurement Name**")

### 5.3 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).

Discussion will be limited to a critique of the requesting Bidder's Response including the factors considered in the evaluation of that Response and the Bidder's performance with regard to the solicitation requirements. Comparisons between Responses or evaluations of the other Responses will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of thirty (30) minutes.

### 5.4 PROTEST

The protest process, not governed by Washington's Administrative Procedures Act, allows State Parks to address evaluation errors before finalizing a contract; only bidders who participated in a debriefing can file a protest, which must be in writing, clearly state the grounds and requested relief, and be submitted within five (5) business days to [contracts@parks.wa.gov](mailto:contracts@parks.wa.gov), while protests addressing conflicts of interest, scoring errors, or non-compliance are reviewed by a non-involved Manager, who will make a final decision within fifteen business days, with any disagreement subject to judicial relief in the Washington Superior Court for Thurston County within two business days.

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## **6 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.

### **6.1 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.

### **6.2 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.

### **6.3 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.

### **6.4 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.

### **6.5 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.

### **6.6 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.

#### **6.7 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.

#### **6.8 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.

#### **6.9 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.

#### **6.10 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.

#### **6.11 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.

#### **6.12 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.

Participation by veteran owned and MWBE Bidders may be either on a direct basis in response to this IFB or as a Sub-bidder to a prime Bidder. However, no preference will be given in the evaluation of Responses, no minimum level of MWBE or veteran-owned business participation shall be required, and Responses will not be evaluated, rejected, or considered non-responsive on that basis.

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## 7 APPENDICES AND EXHIBITS

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

- **Appendix A**, Bidder's Certifications, Assurances, and Waiver (**sign and return all pages**)
- **Appendix B**, Bidder's Profile (**return all pages**)
- **Appendix C**, Log Sort Sealed Bid Form (**Mandatory – complete and return**)
- **Appendix D**, Log Sort Sealed Bid Supplemental Information Form (**Mandatory – complete and return**)

**The following Exhibits are solely for Bidder's information and do not need to be returned.**

- **Exhibit A**, Draft Contract & General Contract Terms And Conditions
- **Exhibit B**, Nisqually Logging Operations Map
- **Exhibit C**, Forest Practices Application/Notification #2423981

**Continue on next page**

**7.1 (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)**

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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: \_\_\_\_\_

7.2 (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)**

<b>(e)</b>	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.

<b>(f)</b>	WA State UBI	
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<b>(g)</b>	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

<b>(h)</b>	Federal Tax Identification Number	
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Is your firm certified as a minority or woman owned business with the Washington State Office of Minority & Women’s Business Enterprises (OMWBE)?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, provide Bidder’s MWBE certification no.: _____
Is your firm a self-certified Washington State Small Business? <i>Note:</i> See 5.3 for criteria to qualify as a Washington State Small Business. <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: <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>	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, provide the location for Bidder’s principal place of business: _____ Street Address _____ City, State, Zip Code If yes, what is your business size (based on annual gross revenue)? Microbusiness <input type="checkbox"/> Mini business <input type="checkbox"/> Small Business <input type="checkbox"/>
Is your firm certified as a Veteran-Owned Business with the Washington State Department of Veteran Affairs? <i>Note:</i> See 5.3 for criteria to qualify as a Certified Veteran-Owned Business.	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, provide Bidder’s WDVA certification no.: _____

7.3 (APPENDIX C) – LOG SORT SEALED BID FORM (MUST BE LEGIBLE)

BIDDER:

SALE NAME: Nisqually Forest Health Thinning Log Sale

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

\_\_\_\_\_ (Print Name Authorized Company Representative)

\_\_\_\_\_ Telephone Number  
(Contact for bid result notification)

\_\_\_\_\_ (Mailing Address)

\_\_\_\_\_ (Email)

Agreement Number	Sort Number	Species and Specifications*	Minimum Bid Amount	Conversion Factor**	Delivered Logs Bid Amount (fill in one option per sort <u>only</u> ) Choose either/or.	
					\$/MBF	\$/TON
TBD	1	Douglas-fir 5"+ DIB (Sawlogs)	\$700/MBF	7.5 tons per MBF	\$/MBF	\$/TON
TBD	2	Black Cottonwood 6"+ DIB (Sawlogs)	\$400/MBF	7.8 tons per MBF	\$/MBF	\$/TON
TBD	3	Conifer Utility 2"+ DIB (Pulplogs)	\$28/TON	9.0 tons per MBF		\$/TON
TBD	4	Hardwood Utility 2"+ DIB (Pulplogs)	\$26/TON	9.0 tons per MBF		\$/TON

All bid pricing by MBF is assumed for net scaled log volume based on **Westside log scaling rules**.

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

\*\*Conversion factors are used for bid analysis only and are derived from Dept. of Revenue Timber Tax values.

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

You may bid on one or more sorts. You must accept all products within each sort if awarded. Each sort is sold separately and no “all or nothing” bids will be accepted.

The successful bidder agrees to furnish payment security acceptable to the State in the amount as described in clause P-045.2 of the Purchaser’s contract prior to log delivery and at a date to be determined by the State.

**BIDDER’S WARRANTY AND BID SIGNATURE**

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

\_\_\_\_\_  
(Signature of Authorized Representative submitting this bid)

\_\_\_\_\_  
(Date of Signature)

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

**NOTES:** Final contract award is contingent upon the State’s haul cost analysis. Actual haul route may vary and is subject to change at the State’s discretion. All sales are subject to confirmation by the State Parks.

7.4 (APPENDIX D) – LOG SORT SEALED BID SUPPLEMENTAL INFORMATION

\*\*\*\*Complete one copy of this form for each sort bid upon\*\*\*\*

Print Company Name IFB 325-418	Nisqually FHT Log Sale Sale Name
Agreement Number	Sort Number

**Log Manufacturing Specifications:**

Sawlog sorts: Enter at least one preferred log length including trim for each log length range below.

Tonnage sorts: See bid form instructions for required log lengths. Enter additional custom lengths as desired.

Log Length Ranges	Bidder's Preferred Log Lengths
16 ft. through 20 ft.	
22 ft. through 30 ft.	
32 ft. through 40 ft.	

**Log Delivery Information:**

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

(Location Name) \_\_\_\_\_  
(Street Address) \_\_\_\_\_ (City, State and Zip) \_\_\_\_\_

2) Designate the state approved Scaling and Weighing facilities closest to the point of delivery as needed. Bidders outside of Washington State should identify the nearest scaling facility used by their facility for consideration by the State.

**Scaling Location Information**

**Weighing Location Information**

\_\_\_\_\_  
(Scaling Location Name)

\_\_\_\_\_  
(Weighing Location Name)

\_\_\_\_\_  
(Third Party Scaling Organization)

\_\_\_\_\_  
(Weighing Location Owner)

\_\_\_\_\_  
(Scaling Location Street Address)

\_\_\_\_\_  
(Weighing Location Street Address)

\_\_\_\_\_  
(Scaling Location City, State and Zip)

\_\_\_\_\_  
(Weighing Location City, State and Zip)

Additional terms or conditions requested by the bidder on or attached to the Log Sort Sealed Bid or Supplemental Information Forms are informational only and non-binding.

**7.5 (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.

**7.6 (EXHIBIT B) – Nisqually Logging Operations Map**

**7.7 (EXHIBIT C) – FPA/N #2423981**



## WASHINGTON STATE PARKS AND RECREATION COMMISSION

### LOG SALE AND PURCHASE CONTRACT

**PURCHASER BUSINESS NAME**

**AGREEMENT NO. TS XXX-XXX**

**SALE NAME: NISQUALLY FOREST HEALTH THINNING**

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

#### **Section G: General Terms**

##### **G-001.2 Definitions**

The following definitions apply throughout this contract;

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

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

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

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

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

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



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

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

State: The Washington State 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.

**G-010.2 Products Sold and Sale Area**

Purchaser was the successful bidder on **November 1, 2024** and sale was confirmed on **XXXX, 2023**. The State, as owner, agrees to sell and deliver to the Purchaser logs meeting the log sort specifications as described in the G-022.2 clause. Logs will be delivered from the Fisk Property Forest Health Thinning Timber Sale described as part(s) of Section(s) 16 & 21, Township 7 North, Range 45, W.M., Spokane County, Washington.

**G-022.2 Sorting Specifications**

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

Agreement No.	Sort #	Description	Destination and Location
TBD	1	Douglas-fir 5"+ (DIB)	TBD

**G-024.2 Manufacturing Standards**

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

Agreement No.	Sort #	Scaling Rule
TBD	2	WS

Average Log Length (If Applicable)	Preferred Log Lengths
16 ft. through 20 ft.	16'6"
22 ft. through 30 ft.	28'
32 ft. through 40 ft.	33'

"ES" indicates that eastside scaling rules apply. Minimum trim is 4 inches per scaling segment for eastside scaling rules.

"WS" indicates that westside scaling rules apply. Minimum trim is 6 inches per scaling segment for westside scaling rules.

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

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

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

Purchaser may refuse loads delivered to the wrong destination.

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

- a. Delivery hours - Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 6:00 a.m. and 4:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.
- b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.
- c. Log Delivery Interruptions - Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026.2 and D-027.2 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.
- d. Required Acceptance of Daily Load Deliveries and Notification - If the State is harmed by purchaser's refusal to accept up to 20 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026.2 and D-027.2 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups

brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:

1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or
  2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.
- e. State Notification to Purchaser - The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates the number of truck deliveries on any day will exceed the number listed above.

#### **G-030.2 Contract Term and Expiration Date**

Purchaser agrees to accept and pay for forest products delivered through the period ending **June 30, 2025**.

#### **G-030.3 Price Adjustment**

Purchaser agrees to pay for forest products at the prices specified in P 028.2 through **XXXX**. After that date and at the request of the purchaser, the State will consider price adjustments justified by changes in market conditions in 60 day intervals for the remainder of the delivery period for the contract. Price adjustments are at the State's sole discretion at the time of the request and no guarantee of price adjustment will be made.

#### **G-050.2 Contract Term Extension**

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

#### **G-054.2 Early Contract Termination**

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

#### **G-056.2 Force Majeure**

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

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

reserves the right to terminate this agreement in accordance with clause G-054.2 'Early Contract Termination'.

#### **G-060.2 Exclusion of Warranties**

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

- a. The MERCHANTABILITY of the forest products. The use of the term "merchantable" in any document is not intended to vary the foregoing.
- b. The CONDITION of the forest products. The forest products will be conveyed as defined by the clauses G-022.2 Sorting Specifications and Manufacturing Standards G-024.2.
- c. THE VOLUME, WEIGHT, QUANTITY, OR QUALITY, of the forest products to be harvested. The descriptions of the forest products to be conveyed, are estimates only, made solely for administrative and identification purposes. The timing of forest product deliveries.
- d. Items contained in any other documents prepared for or by the State.

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

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

#### **G-070.2 Limitation on Damage**

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

#### **G-112.2 Title**

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

#### **G-160.2 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.

The Purchaser agrees to notify the State in writing of their authorized representative at the log delivery destination who will be readily available and who shall be authorized to receive, on

behalf of the Purchaser any instructions or notices given by the State in regard to performance under this contract, and any limits to this person's authority.

**G-180 Modifications**

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

**G-190 Contract Complete**

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

**G-200.2 Notice**

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

G-026.2 Log Delivery Destination

G-027.2 Log Delivery and Schedule Conditions

G-210.2 Violation of Contract

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

**G-210.2 Violation of Contract**

- a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend delivery of further loads of forest products. If the violation is capable of being remedied, the Purchaser has five (5) days after receipt of suspension notice to remedy the violation. If the violation cannot be remedied (such as violation of WAC 240-15-015) or Purchaser fails to remedy the violation within five (5) days after receipt of a suspension notice, the State may terminate the rights of the Purchaser under this contract and collect damages as described in the damages clause in this contract.
- b. The State has the right to remedy the breach in the absence of any indicated attempt by the Purchaser or if Purchaser is unable, as determined by the State, to remedy the breach. Any expense incurred by the State shall be charged to Purchaser and shall be paid within thirty (30) days of receipt of billing.
- c. If Purchaser's violation is a result of a failure to make payment to the State when due, in addition to (a.) above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due. The State may secure payments from the security provided.

**G-240.2 Dispute Resolution**

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

- a. In the event of a dispute, Purchaser must make a written request to the Contracts Manager for resolution prior to seeking other relief.
- b. The Contracts Manager will issue a written decision on Purchaser's request within five business days.
- c. Within five business days of receipt of the Contracts Manager's decision, the Purchaser may make a written request for resolution to the Chief Financial Officer of the Washington State Parks and Recreation Commission.
- d. Unless otherwise agreed, the CFO will hold a conference within 15 calendar days of the receipt of Contractor's request for review of the Contracts Manager's written decision. Contractor and the Contracts Manager will have an opportunity to present their positions. The CFO will issue a decision within a reasonable time of being presented with both Parties' positions

#### **G-252.2 Timber Excise Tax**

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

#### **G-253.2 Harvesting Cost Information**

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

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

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

#### **G-330.2 Contract Review**

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

### **Section P: Payments and Securities**

#### **P-010 Initial Deposit**

Purchaser paid \$0.00 initial deposit, which will be maintained pursuant to RCW 79.15.100(3). If the operating authority on this contract expires without Purchaser's payment of the full amount specified in the 'Payment for Forest Products' clause, the initial deposit will be immediately forfeited to the State, and will be offset against Purchaser's remaining balance due. Any excess initial deposit funds not needed to ensure full payment of the contract price, or not needed to complete any remaining obligations of the Purchaser existing after contract expiration, will be refunded to the Purchaser.

#### **P-028.2 Payment for Forest Products Delivered**

Purchaser agrees to pay the State for delivered forest products per ton or per MBF at the following rates:

Sort #1 **TBD \$###.00 /MBF**

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

**P-036.2 Missorts and Payment Reduction for Delivered Forest Products**

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

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

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

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

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

Where:

B = Bid rate from P-028.2 clause

M = Mis-sorted volume exceeding threshold excluding utility

R = Reduction factor

0.3 for mis-sort except for blue stain

0.4 for mis-sort related to blue stain

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

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

**P-037.2 Mismatch and Payment Reduction for Delivered Forest Products**

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

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



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

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

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

Where:

B = Bid rate from P-028.2 clause

M = Mis-manufactured volume exceeding threshold excluding utility

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

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

#### **P-039.2 Tonnage Sort Payment Reduction Requirements**

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

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

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

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

Species Type	Preferred Lengths
Conifer Sorts	16'6", 28', 33'

#### **P-040.2 Weighing and Scaling Costs**

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

#### **P-045.2 Guarantee of Payment**

Prior to the delivery of forest products and at a date determined by the State, Purchaser shall guarantee payment to the State for products delivered by posting with the State an approved



payment security. If the Purchaser has purchased more than one sort, the payment securities may be consolidated for all the sorts. Acceptable payment security includes cash, certificate of deposit assignment, payment bond, savings account assignment, or irrevocable bank letter of credit.

The amount of payment security is \$XXXX. The amount of payment security is 20% of the total estimated log payments due under this agreement. Payment security for products delivered will be used to guarantee payment to the State for late or non-payments.

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

#### **P-050.2 Billing and Payment Procedure for Forest Products Delivered**

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

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

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

#### **P-080 Payment Account Refund**

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

### **Section L: Log Definitions and Accountability**

#### **L-010.2 Forest Products Conveyed**

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

#### **L-014.2 Sorts Delivered to Incorrect Destination**

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

#### **L-071.2 Log and Load Reporting Service**

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

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

#### **L-100 Scaling Rules**

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

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

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

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

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

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

### **Section D: Damages**

#### **D-010.1 Liquidated Damages**

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

These liquidated damages provisions provide greater certainty for the Contractor by allowing the Contractor to better assess its responsibilities under the contract.

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

- a. Purchaser’s failure to accept deliver of forest products due to an extended delivery interruption exceeding the limits as described in the G-027.2 (c) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$1,000.00 per each day of breach, until breach is remedied.
- b. Unless Purchaser and the State have made a prior agreement in writing, Purchaser’s failure to accept at least the number of delivered loads as described in the G-027.2 (d) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$200 per each truck delivery not accepted, until breach is remedied.

**D-027.2 Failure to Accept Forest Products Sold**

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

- a. When Purchaser’s refusal to accept forest products does not prevent further harvesting operations, or forest products can be re-sold to another buyer acceptable to the State, Purchaser shall be liable for and pay State for actual damages plus costs, as determined by the State associated with the administration and re-sale of forest products not accepted by Purchaser under the terms of this contract.
- b. When Purchaser’s refusal to accept forest products causes a stoppage of the State’s harvesting operations and prevents the State from further harvest of the sale area, the actual damage to the State and associated costs are difficult to assess. The remaining value of all the forest products left in the sale area once the stoppage occurs is not readily ascertainable. Purchaser’s failure to perform disrupts the State’s management plans. Therefore, Purchaser agrees to pay the State as liquidated damages, a sum calculated using the following formula:

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

Where:

- LD = Liquidated Damages
- V = The stumpage value remaining in the sale area at the date of work stoppage. This will be determined by multiplying the contract bid rate contained in the P-028.2 clause for all sorts originating in the sale area, by the State’s estimate of the remaining volume, less the cost of harvesting and delivery associated with each sort.
- I = Initial Deposit
- C = Costs associated with required harvesting services and road construction services prior to work stoppage but not amortized or paid.
- A = Administrative fee = \$2,500.00
- P = Advance payments received exceeding the value of logs delivered under this contract.

The above formula reflects the Purchaser's forfeiture of the initial deposit in accordance with clause P-010 by deducting the initial deposit from the amount owed. In no event shall the liquidated damages be less than zero. Interest on the liquidated damage is owed from the date of the work stoppage until final payment, calculated using the following formula:

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

Where:

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

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

**D-030.2 Inadequate Log Accountability**

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

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

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

<b>Purchaser</b>	<b>Washington State</b>
Address:	<b>Parks and Recreation Commission</b>
	1111 Israel Road SW
UBI #:	PO Box 42650
Fed Tax ID:	Olympia, WA 98504-2650
Phone:	Phone: (360) 902-8638
Email:	Fax: (360) 664-0278

By \_\_\_\_\_

By \_\_\_\_\_

Michael Maverick

Title \_\_\_\_\_

Title Contracts Manager

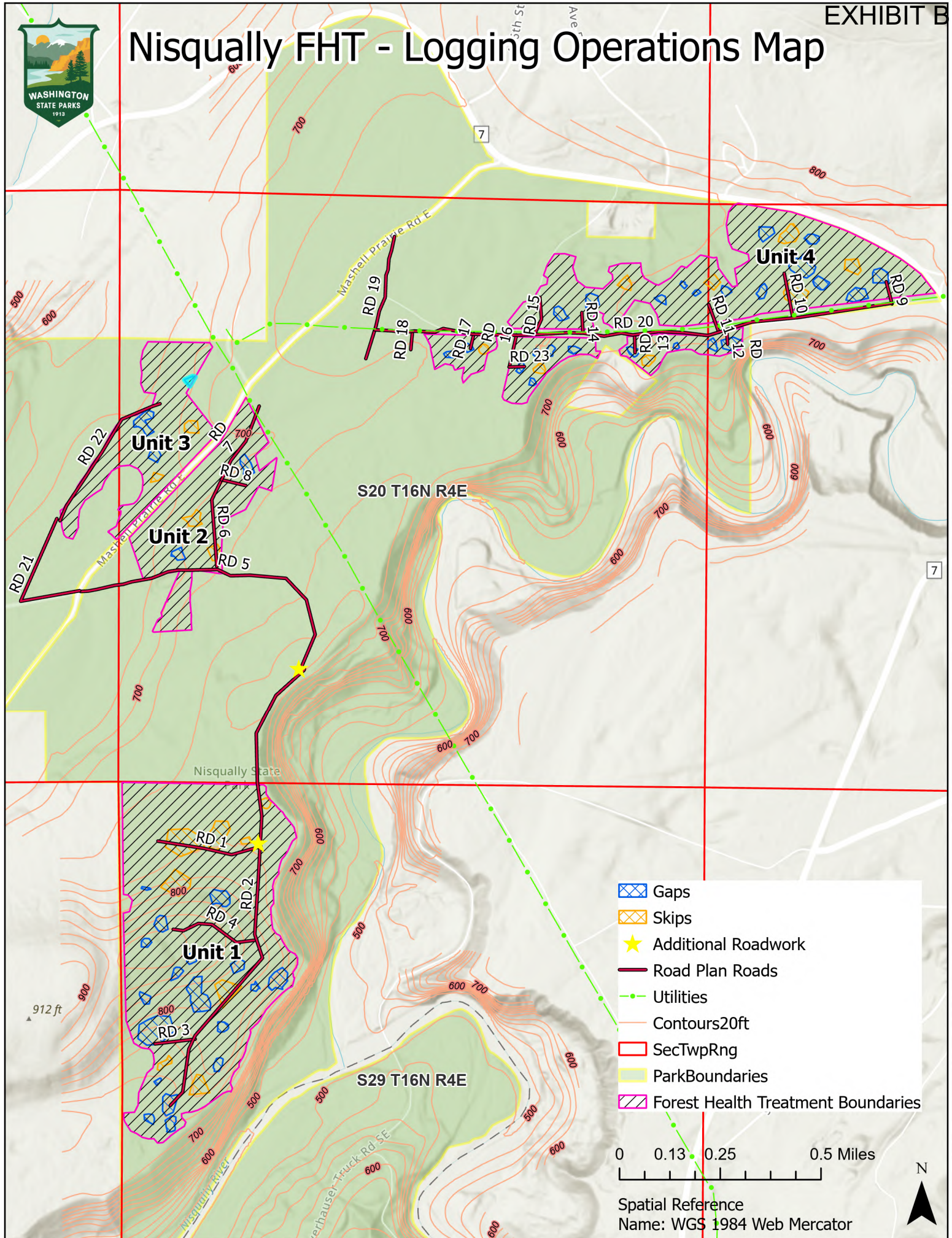
Date \_\_\_\_\_

Date \_\_\_\_\_

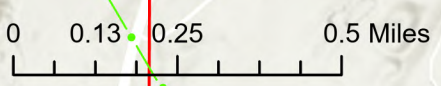




# Nisqually FHT - Logging Operations Map



- Gaps
- Skips
- Additional Roadwork
- Road Plan Roads
- Utilities
- Contours20ft
- SecTwpRng
- ParkBoundaries
- Forest Health Treatment Boundaries



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:	Nisqually	WAW:	Mashel; Ohop Creek
WRIA:		WAW:	
WRIA:		WAW:	
Legal:	19, 20, 21, 29-16-04E	County:	Pierce
Activity Type(s):	Harvest: 209.5 ac	Crossing: #	Rock Pit: ac
	Spoils: cy	Construction: 2364.7 ft	Abandonment: 11485.8 ft

### ALTERNATIVE PRESCRIPTIONS

- Alternate Plan  Fixed-Width  Overstocked
- 10-Year Management Plan  Statement of Intent
- Columbia River Gorge National Scenic Area
- WAW 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 WAW
- 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 <i>(%)</i>	Steepest Slope in Harvest Unit <i>(%)</i>
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**

<b>Signature of Legal Landowner</b> 	<b>Signature of Legal of Timber Owner*</b> (if different than landowner)	<b>Signature of Legal Operator</b> (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

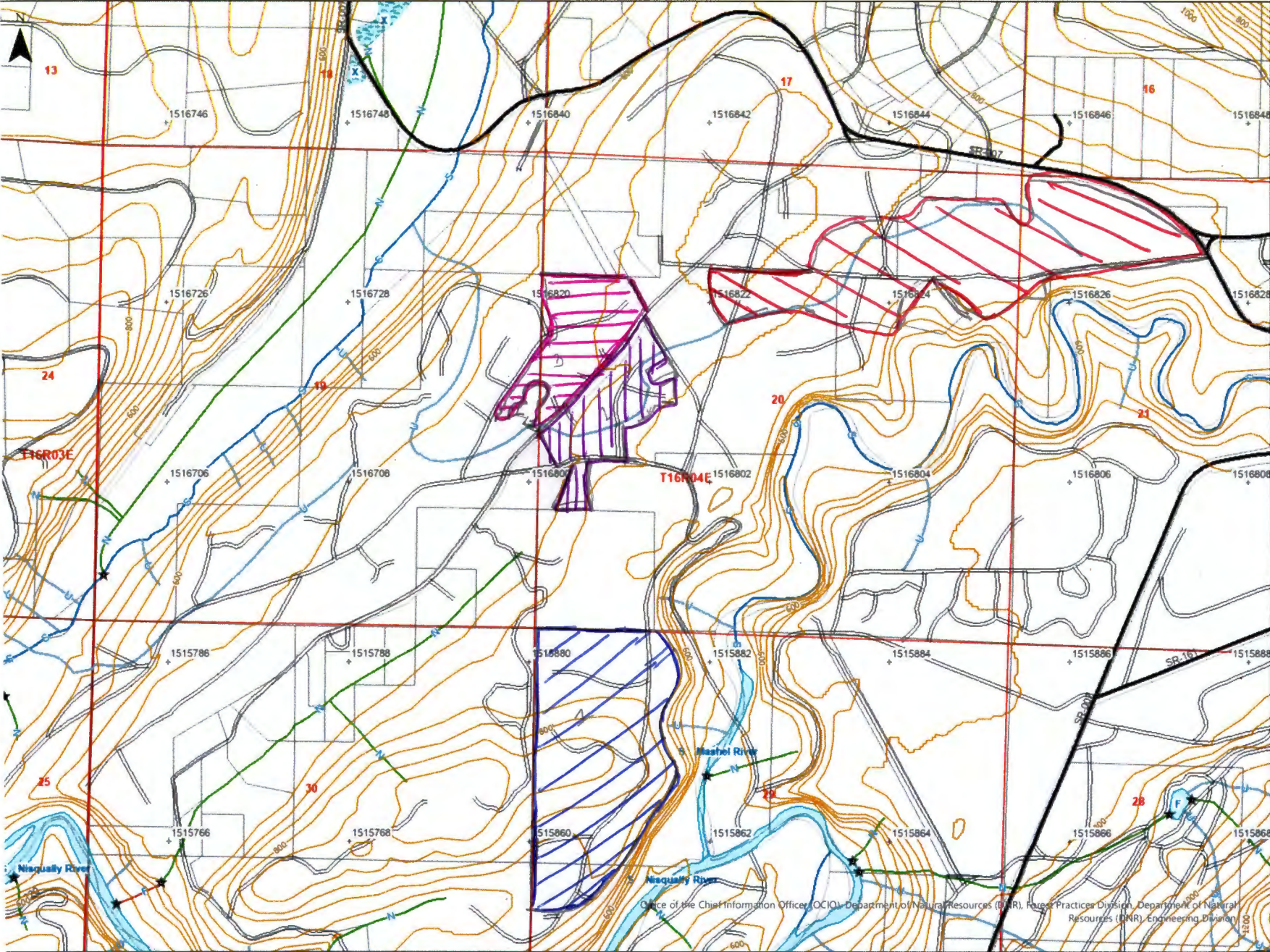
- Map Symbols**
- Harvest Boundary
  - Road Construction
  - ~ Stream
  - RMZ / WMZ Buffers
  - ⊗ Rock Pit
  - ⬇ Landing
  - ⬇ Waste Area
  - ♣ Clumped WRTS/GRTS
  - ⬆ Existing Structure

**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

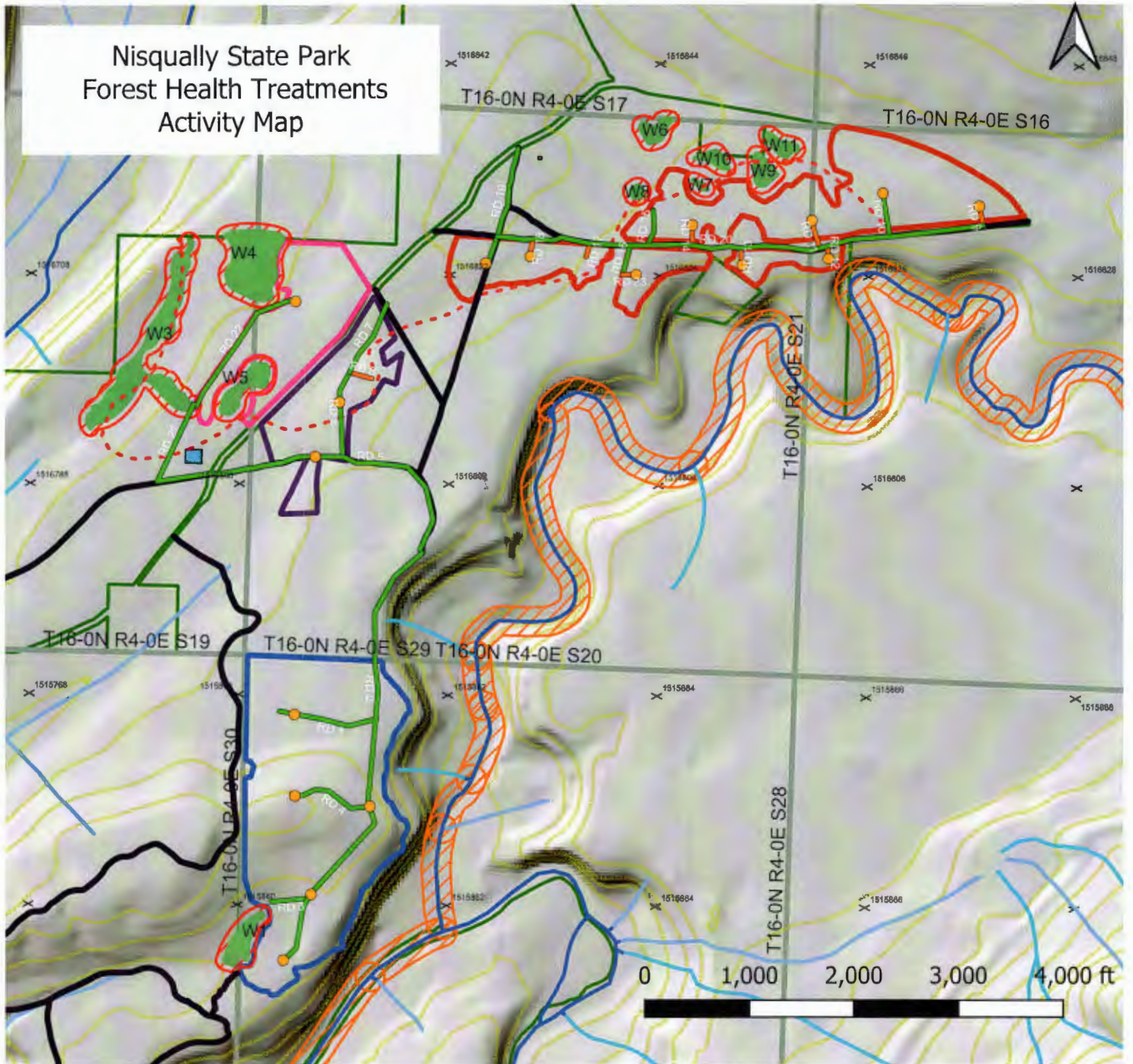
Extreme care was used during the compilation of this map to ensure its accuracy. However, due to changes in data and the need to rely on outside information, the Department of Natural Resources cannot accept responsibility for errors or omissions, and therefore, there are no warranties that accompany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

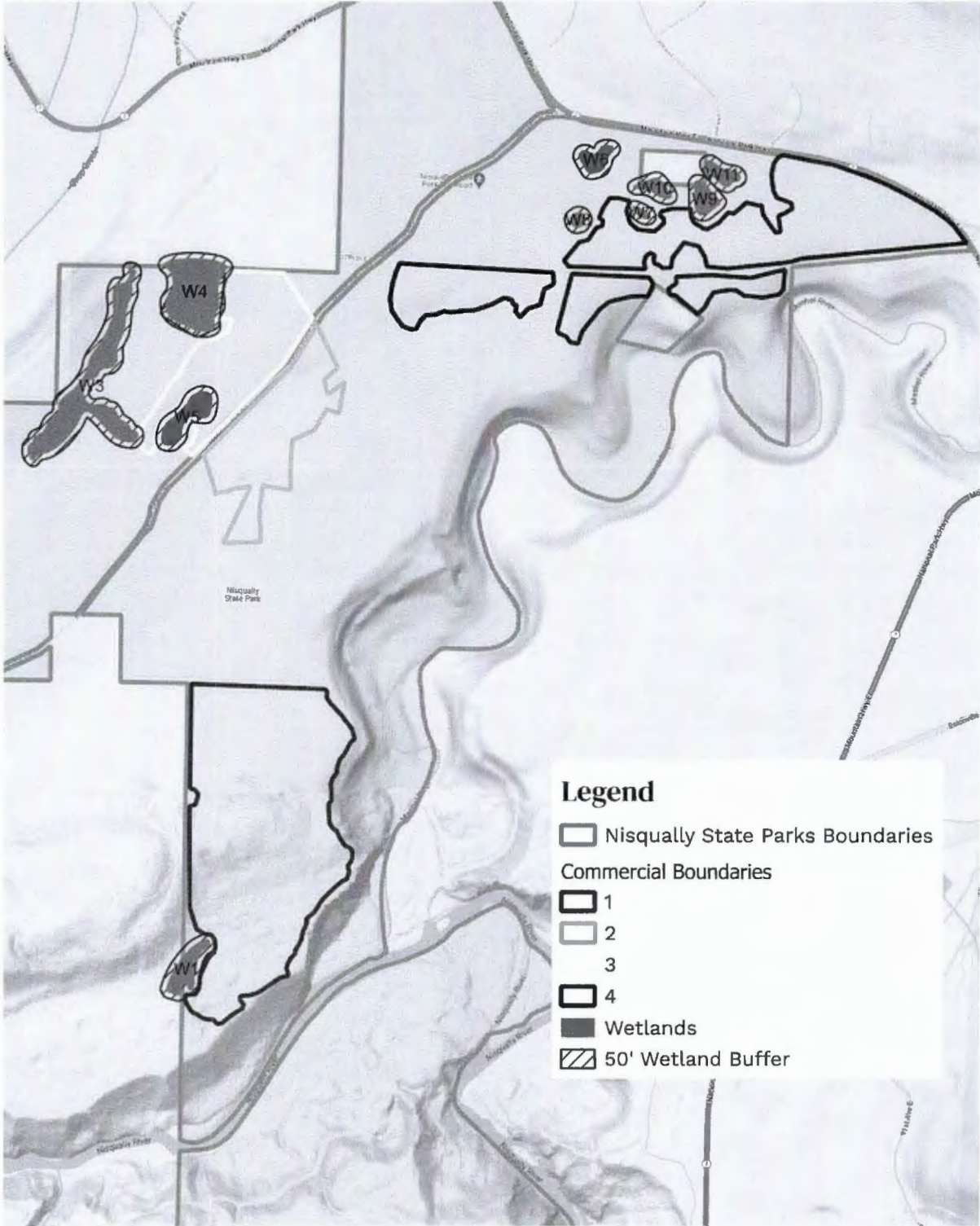
- ▭ Unit 1
- ▭ Unit 2
- ▭ Unit 3
- ▭ Unit 4

## 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

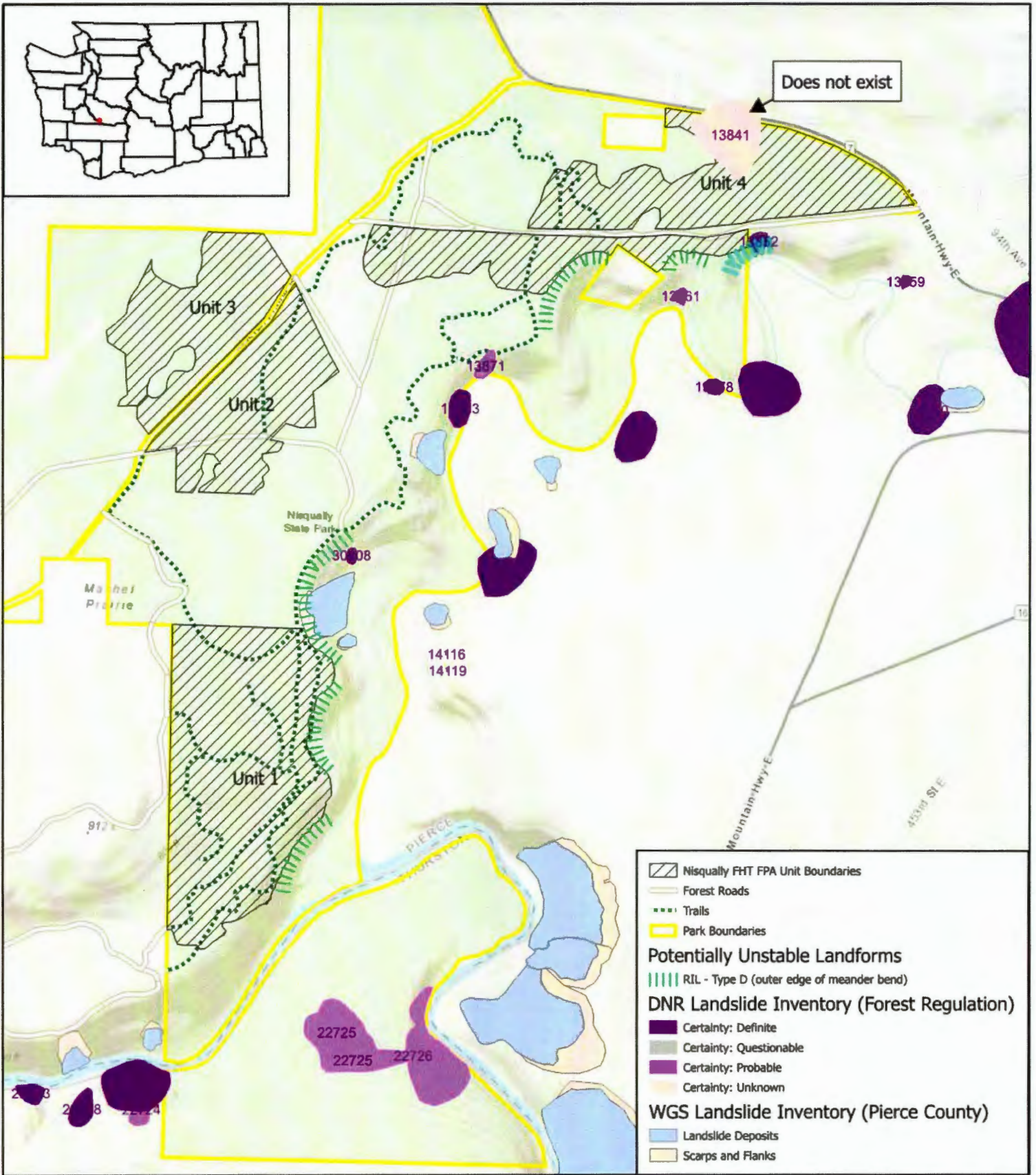
**7. Attach a map showing the following:**

- 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.

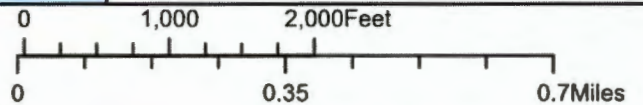
This map is intended to be developed by the field practitioner.

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.

Date Exported: 6/12/2024 10:46 PM

### 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>

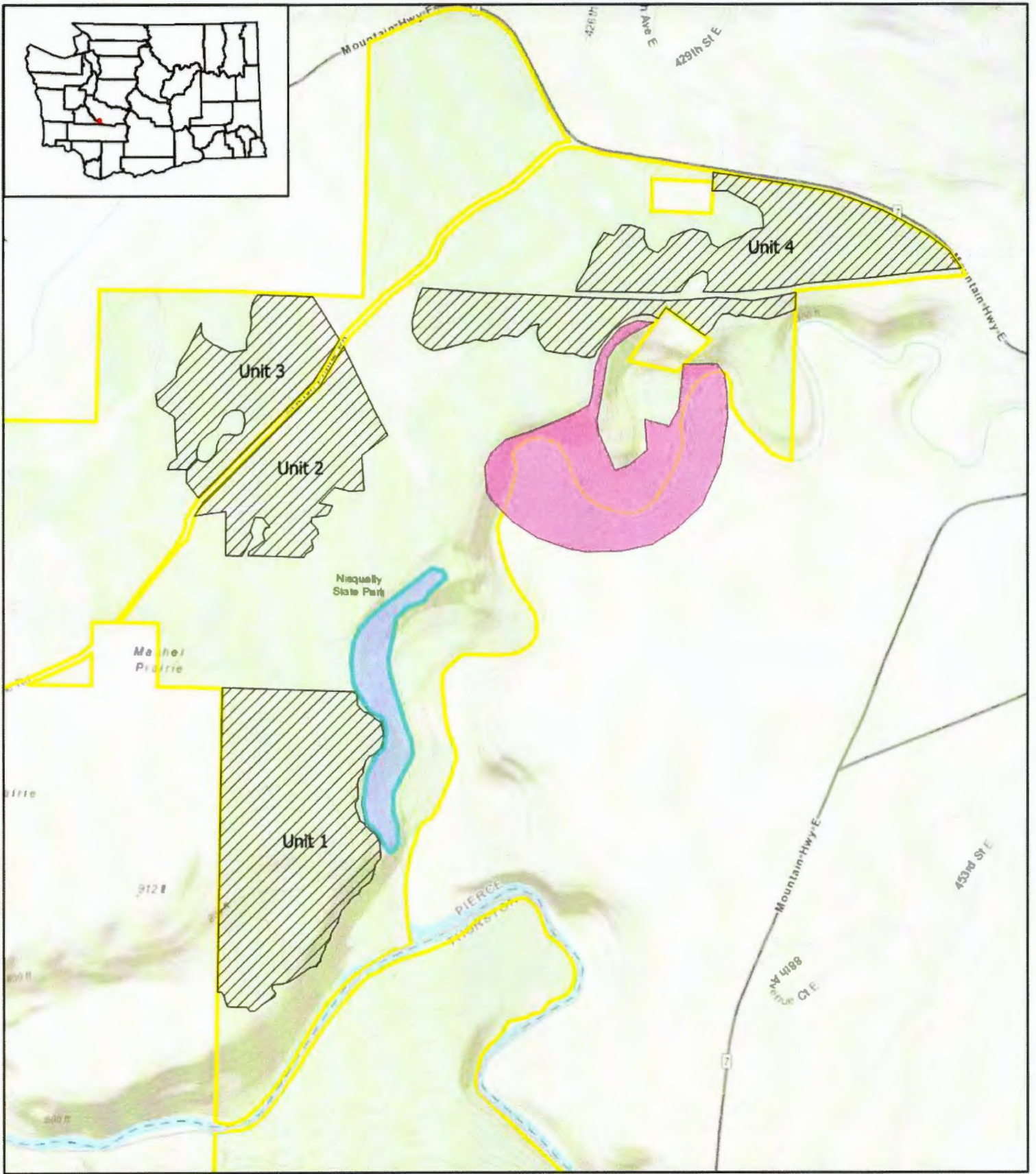
**6. Are there any areas within this proposal or within 300 feet that:**

- 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".

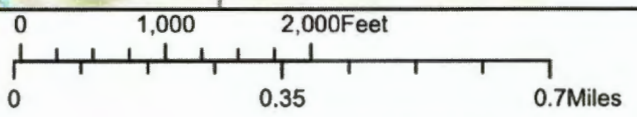
**7. If you answered yes to question 1, 4, or 5, include a separate map that shows your proposed harvest units and/or road construction. See instructions for required map information.**



**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)

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

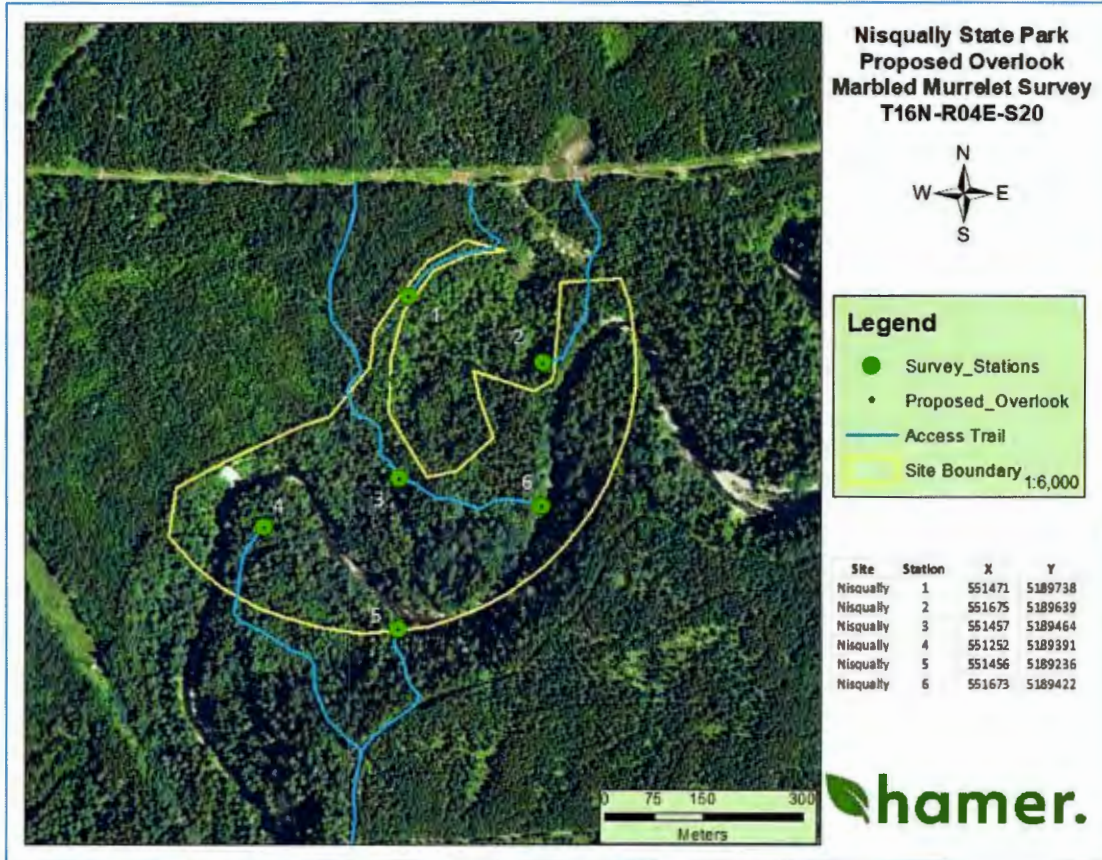


INNOVATIVE SOLUTIONS TO NATURAL RESOURCES

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

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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**

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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 2021.

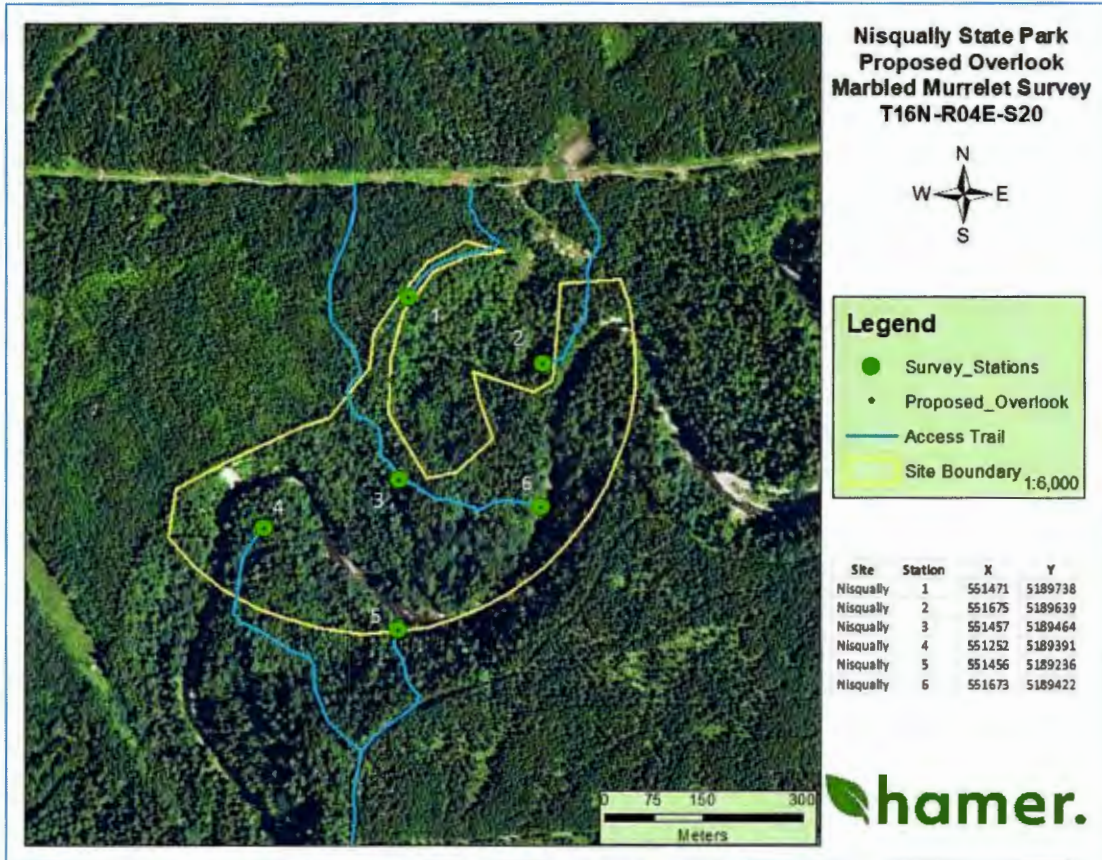
Site	Protocol Visits Completed in 2021	# of survey stations	Visit 1	Visit 2	Visit 3	Visit 4	Visit 5	Visit 6	# of detections	# of occupied behaviors	2021 Status
Nisqually State Park	6	6	Station 1, 5/8/2021, CCW	Station 2, 6/2/2021, CCW	Station 3, 6/10/2021, MRR	Station 5, 6/25/2021, MRR	Station 4, 7/2/2021,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

CCW: Case Wyatt  
MRR: Matt Reed

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

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## 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.

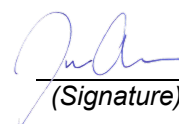
Failure by the seller to send the required notice to DNR at the time of sale will be prima facie evidence in an action by the buyer against the seller for costs related to the continuing forestland obligation prior to sale.

**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:

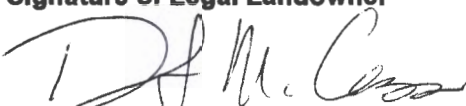
Contact Person David Cass	Phone: 360-386-2990 Email: david.cass@parks.wa.gov
------------------------------	---

**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:**

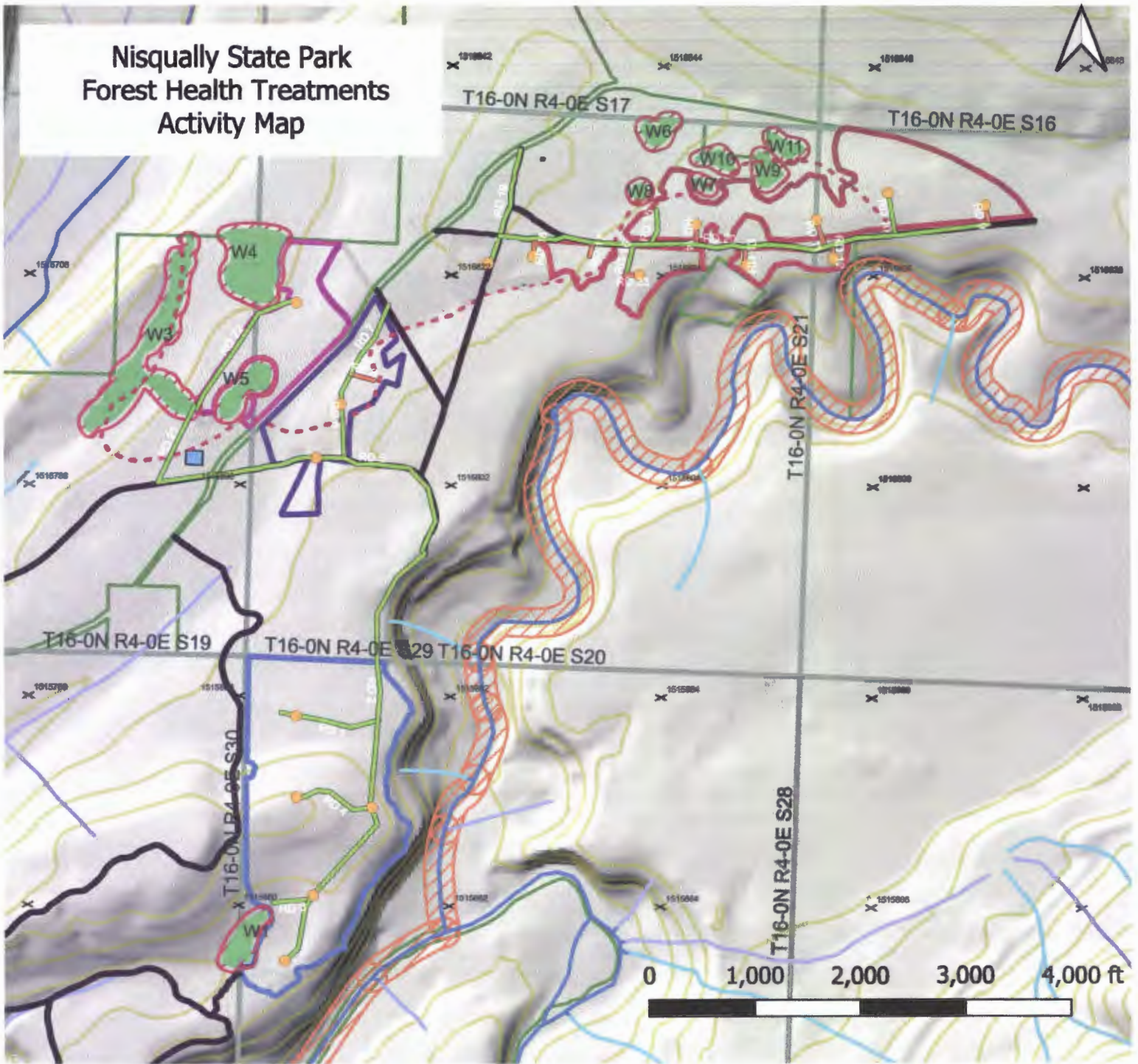
- The information on this application/notification amendment is true.
- We understand this proposed forest practice is subject to:
  - The Forest Practices Act and Rules, AND
  - All other federal, state or local regulations.
- Compliance with the Forest Practices Act and Rules does not ensure compliance 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 <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 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 <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 (mbf)	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	21.3	125	0	27%	5%
4	Uneven-aged	N	ground-based logging	56.5	288	0	31%	5%