



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

Northwest Region

INVITATION TO BID

Contract Number #1325

Contract Digest: Conifer Release Hand Cutting
(Hand cutting of brush and other competing vegetation in a recently planted forest stand)

SECTION I

- Notice to All Bidders
- Instructions to Bidders

SECTION II

- Division I Bidding Requirements
- Division II General Provisions
- Division III Specifications for the Activity

SECTION III

- Unit Descriptions
- Unit Maps

SECTION IV

- Bid Form

SECTION V

- Offer and Contract Award

**SPECIAL NOTICES:
HAND CUTTING CONTRACT 1325**

Starting Date and Term of Contract:

All Items: Tuesday, July 5, 2011 – Friday, August 19, 2011

Gate Access: All gates associated with Item 1 use locks that require a F1-3 key. This key is available from the NW Region main office in Sedro Woolley. See Clause 1-50 for gate information.

Please note long walk-ins and closed/abandoned roads as identified on Unit Maps. Closed roads are based on the best available information, but potential contractors should verify access before bidding.

In addition to Clause 3-30, please note Special Requirements as listed on the Unit Description spreadsheet concerning vegetation to be cut. It is expected that all competing vegetation (for example: blackberry, scotch broom and butterfly bush) will be cut.

Provide proof of 2011 Farm Labor Contractor's License or letter of exemption from the Department of Labor & Industries before work begins.

A PREWORK IS REQUIRED ONCE AN AWARD HAS BEEN MADE (SEE CLAUSE 2-71).

A \$1000 BID DEPOSIT IS REQUIRED WITH THIS BID OPENING (SEE CLAUSE 1-23).

Hospitals: It is the contractor's responsibility to identify appropriate hospitals for any emergency care required. The following is a courtesy list and should be verified by any potential contractor.

Item 1	United General Hospital: 1971 Highway 20, Sedro Woolley Ph: 360-856-6021
Item 1	Skagit Valley Medical Center, 1415 E Kincaid St, Mt. Vernon Ph: 360-424-4111
Item 1	St. Joseph Hospital, 2901 Squalicum Parkway, Bellingham Ph: 360-734-5400

State of Washington
Department of Natural Resources
PETER GOLDMARK, Commissioner of Public Lands
Olympia, Washington 98504

INVITATION TO BID NUMBER 1325

Contract Digest For Conifer Release, Hand Cutting

SECTION I

Notice to All Bidders
Instructions to Bidders

SECTION II

Division I - Bidding Requirements
Division II - General Provisions
Division III - Specifications

SECTION III

Unit Descriptions
Unit Maps
Vicinity Maps

SECTION IV

Bid Form

SECTION V

Offer and Contract Award

**SECTION I
NOTICE TO ALL BIDDERS**

Bids will be received at our Northwest Region (NW) main office. Mailing address:

Department of Natural Resources
Northwest Region Office
919 North Township Street
Sedro Woolley, Washington 98284

Bid Opening: Bids will be accepted at the Department 's Northwest Region office until **2:00 PM**, Pacific Standard Time on **Thursday June 30, 2011** at which time and place all bids will be opened and read aloud.

Examination of Units: You are invited to bid this work and are **strongly** advised to examine the areas prior to bidding. Questions pertaining to unit(s) can be answered by contacting Department Representative Chris Hankey at (360) 854-2811.

**SECTION I
INSTRUCTIONS TO ALL BIDDERS**

Deliver of All Requested Forms: bid deposits, performance/damage deposits, certification of insurance, Contractor's Declaration of Industrial Insurance, and equipment and/or operator certifications when required to:

Chris Hankey, Intensive Management Forester
Department of Natural Resources
919 North Township Street
Sedro Woolley, WA 98284

Bid and Bid Deposit: must be received at the Department's Northwest Region office prior to Bid Opening (see Notice To All Bidders, page 3).

The Sealed Bid Envelope: should be prepared in the following manner:

Addressed to: Ben Cleveland, NW Region Manager
In Care Of: Chris Hankey
NW Region Intensive Management Forester
Department of Natural Resources
919 North Township Street
Sedro Woolley, WA 98284

Upper left corner: Bidder's Address

Lower left corner: Conifer Rel., Hand Cutting - "Sealed Bid"
Invitation to Bid/Contract No. 1325

Questions concerning this Invitation to Bid/Contract should be referred to Department Representative Chris Hankey of the Northwest Region office by calling (360) 854-2811.

SECTION II

SECTION II – Division I – Bidding Requirements

1-10 Preparation of Bids

- 1-11 Bidders are expected to examine this entire Invitation to Bid and are urged to inspect the work unit(s) prior to submission of any bid. No consideration shall be given any claim of bidding without comprehension of conditions.

1-20 Submission of Bids

- 1-21 Your bid response to this Invitation to Bid/Contract is an offer to contract with the Department of Natural Resources. A bid response becomes a contract when officially accepted and awarded by the Department as evidenced by return of a countersigned SECTION V, "Offer and Contract Award".
- 1-22 Bids shall be submitted using the Bid Form, and the Offer and Contract Award form from SECTIONS IV and V of this document. The following shall be delivered to the Department's Region office in an envelope which shall be marked "Sealed Bid" and addressed to the Department's Region Manager as specified in Instructions To All Bidders (page 4): The Bid Form and the Offer and Contract Award form properly completed and signed, and a bid deposit as specified in Clause 1-23. No Facsimiled, E-mailed or any other non-original form of bids will be considered. Failure to comply with the above requirements or the requirements of Clause 1-23 prior to bid opening shall be cause to reject the Contractor's bid(s).
- 1-23 A bid deposit (guarantee) in the amount of ONE THOUSAND DOLLARS (\$1000) is required. This deposit is for the express purpose of assuring the Department that the Contractor will honor said bid and accept award of any and all items on which the Contractor may be the lowest responsible bidder. In the event the Contractor fails to honor said bid by rejecting award of any item, the Contractor will automatically forfeit the bid deposit for that item or ONE THOUSAND DOLLARS (\$1000). The bid deposit must be in the form of a certified check or money order and must be delivered to the Department's Regional office as per Clause 1-22. The bid deposit of a successful bidder will be released when the required performance/damage deposit (Clause 1-31) has been submitted and approved. Bid deposits of unsuccessful bidders will be returned at the conclusion of bidding.

1-30 Performance/Damage Deposit

- 1-31 Contractor agrees to furnish a performance/damage deposit in the amount of ten percent (10%) of the Contractor's total award. The deposit shall be submitted as per Clause 1-45, and shall be in the form of certified check, savings account assignment, or irrevocable letter of credit acceptable to the Department. This deposit is to guarantee performance of all provisions of this contract and payment of any damages caused by operations under this contract or resulting from Contractor's noncompliance with any contract provisions or the law.
- 1-32 Bid deposits may be converted to apply to part or all of the required performance/damage deposits after successfully securing a bid.

1-40 Award of Contract

- 1-41 Oral explanation and interpretations prior to bid opening shall not be binding.
- 1-42 Award of contract shall be on the basis of an "Item" as specified in the Bid Form. An "Item" shall be a specific group of individual "Units". "Items" to be awarded are identified in the Bid Form. Individual "Units" are described in the Unit Description. The Department reserves the right to amend this Invitation to Bid by giving written notification to all bidders seven (7) days or more prior to bid opening.

- 1-43 Award of contract shall be to the lowest responsible bidder as determined by the Department of Natural Resources (Clauses 1-44). To be considered, bids must conform to the bidding requirements herein, except that the Department may waive informalities and minor irregularities in bids received. The Department further reserves the right to reject any or all bids received.
- 1-44 Award is conditioned in addition to price, on the Contractor showing upon request by the Department of Natural Resources the capability of fulfilling the contract terms herein by reason of past performance, ability to complete work in the specified time, previous and existing compliance with laws relating to this contract, and the character, reputation, judgment, and experience of the bidder, and other information which may be secured and have a bearing upon award. Failure to demonstrate this capability or to conform to the contract terms herein, will nullify award on all or certain items tentatively awarded. In the event of such failure, the Department shall be the sole judge of the items to be selected for award and/or nullification of award.
- 1-45 A Notice of Award will be mailed to the successful bidder not later than five (5) working days following bid opening. The contract award is conditioned on the following: Within ten (10) days after the Contractor receives the Notice of Award or within fifteen (15) days from bid opening, whatever is shorter, the Department must receive from the Contractor the performance/damage deposit, a copy of Contractor's Farm Labor License, proof of Workman's Compensation Insurance, and certification of insurance as specified in Clauses 1-31, 2-24 and 2-29, and furthermore, the Contractor shall submit the aforementioned through the Department's Region office specified in Instructions To All Bidders (page 3). It shall be the Department's prerogative to extend the time allowed for receipt of the above items if such an extension is in the best interest of the Department. Failure by the Contractor to submit the above items to the Department within the time specified or within an extension of that time as provided for shall be cause for the Department to consider the contract award rejected (Clause 1-22).
- 1-46 The Contractor is also required to notify the Department of Labor and Industries of the award of this contract on the appropriate Report by Contractor form.

1-50 Gate Access

- 1-51 Northwest Region has installed a lock system on Region gates that will permit a single key to access gates throughout the Region. To preview contract units, prospective bidders can request, in writing, the loan of a key.
- 1-52 All keys remain the property of the Department of Natural Resources. Key recipient acknowledges that the key will be used only for official authorized purposes upon State managed lands. Official authorized purposes do not include any recreation activities. Unauthorized access or use will be considered trespass. Unauthorized access through private gates or upon private property will be considered trespass. Violations will result in the immediate confiscation of the key.
- 1-53 All keys will be returned upon request of the Department of Natural Resources. Replacement of lost keys will cost \$300.00.

SECTION II - Division II – General Requirements

2-10 Definitions

- 2-11 Department: The Department of Natural Resources of the State of Washington, action by or through an authorized employee or agent.
- 2-12 Contractor: The person, partnership, or corporation to whom the contract is awarded.

2-20 Responsibilities and Legal Relations

- 2-21 The Contractor shall abide by and comply with all the laws and regulations of the United States, State of Washington, and counties wherein the work is executed insofar as they affect his/her contract. The Contractor will make any payments, contributions, remittances and all reports and statements required under said laws.
- 2-22 The Contractor shall, without additional expense to the Department, obtain all required licenses and permits necessary for executing provisions of his/her contract with the Department.
- 2-23 The Contractor shall save harmless the State of Washington, the Department, their officers, agents and employees from any and all claims for damages, injuries to persons or property that may occur as a result of the performance of the Contractor, agents or employees in connection with this contract.
- 2-24 Before commencing Work, the Contractor shall obtain and keep during the term of this Contract the following liability insurance policies, insuring Contractor against liability arising out of its operations, including use of vehicles. Failure to buy and maintain the required insurance may result in termination of the Contract. The limits of insurance, which may be increased by the Department as deemed necessary, shall not be less than as follows:
- A. **Commercial General Liability (CGL) insurance**, with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the general aggregate limits shall be at least twice the “each occurrence” limit, and the products-completed operations aggregate limit shall be at least twice the “each occurrence” limit.
 - B. **Employer’s liability (“Stop Gap”) insurance**, and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
 - C. **Business Auto Policy (BAP) insurance**, and if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 per accident, with such insurance covering liability arising out of “Any Auto.”

Contractor shall comply with all State of Washington workers’ compensation statutes and regulations. Workers’ compensation coverage shall be provided for all employees of Contractor. Except as prohibited by law, Contractor waives all rights of subrogation against State for recovery of damages to the extent they are covered by workers compensation, employer’s liability, commercial general liability or commercial umbrella liability insurance.

All insurance must be purchased on an occurrence basis and should be issued by companies admitted to do business within the State of Washington and have a rating of A- or better in the most recently published edition of Best’s Reports. Any exception shall be reviewed and approved in advance by the Risk Manager for the Department. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapters 48.15 RCW and 284-15 WAC.

- 2-25 The Contractor shall abide by and comply with all laws and regulations of the United States, State of Washington, and counties wherein the work is executed insofar as they affect the safety, health and welfare of the public and any and all employees.
- 2-26 In the event of legal conflict, the Contractor agrees to submit to the jurisdiction of the courts of the State of Washington and further agrees the venue shall be laid in Thurston County.
- 2-27 The State is not liable for delay or non-shipment of supplies and materials or for delay or nonperformance of its obligations if occasioned by war, civil commotions, strikes, lockouts, or labor disturbances.
- 2-28 For all active work sites the Contractor shall provide a contract representative who shall be on the site at all times and responsible for directing the contracted activities at that site. The Contractor shall designate the contract representative(s) in writing at the time of the prework conference (Clause 2-71). At the discretion of the Contractor, the representative may be a non-working supervisor. The Contract Representative has the responsibility to communicate with the Contract Inspector. If the Contract Inspector cannot communicate instructions to the Contract representative; work will be suspended until the Contract Inspector's instructions can be understood.
- 2-29 The Contractor shall complete and submit to the Department the Contractor's Declaration of Industrial Insurance Status form; the form shall be submitted as per Clause 1-45. The Industrial Insurance account shall be in the Contractor's name as it appears on the Invitation to Bid. If the name on the Industrial Insurance account is different from that on the Invitation to Bid, the Contractor will be considered subcontracting subject to Clause 2-31.

2-30 Subcontracting

- 2-31 The Contractor shall not, without written approval from the Department enter into any subcontract or assignment of contract relating to the performance of this contract.
- 2-32 All laws and regulations applicable to the contract also apply to all subcontracts.
- 2-33 If permitted to subcontract, the Contractor shall provide the Department with a copy of the Subcontractor's Farm Labor License and Declaration of Industrial Insurance Status per Clause 1-45.

2-40 Determination of Payment

- 2-41 The boundaries as designated under Clause Section 2-100, and defined in detail on the Unit Description attached, provide the basis for determining acreage completed. Failure to complete work to boundaries established by the Department renders work unsatisfactorily completed. The Contractor is to take the initiative in determining whether boundaries are sufficiently marked. No consideration will be given for work that extends beyond unit boundaries. If work extends beyond unit boundaries, charges may be levied against the Contractor by the Department for damages suffered.
- 2-42 Contract compliance inspection of work performed and payment for work performed will be based on acreage completed (Clause 2-41).
 - 2-42.1 Using Treatment Specifications (Clause Section 3-30) and specifications contained in the Unit Description the Department representative will inspect and determine if work performed is satisfactory.
- 2-43 The Department may at its option subdivide and inspect units to determine the acceptability of work performed. Subdivisions for this purpose will be a minimum of ten (10) acres in size.

2-44 At the Department's option, the Contractor shall rework a unit or subdivision of a unit on which the Contractor's work performance is not rated satisfactory, and further, it shall be the Department's option to require the rework be completed prior to starting new work. Reworked areas will be re-examined for contract compliance, the resulting performance rating will supersede the previous performance rating for the area in question.

2-45 Payment shall be made as follows:

2-45.1 Payment may be made by the Item or by one total payment. Details of payment schedule will be determined in the prework conference (Clause 2-71). The Department will attempt to comply with the desires and needs of the Contractor but assumes no legal duty or obligation to adhere to the schedule of payment so arranged.

2-45.2 Partial payment may be made upon completion of part of an Item as determined by the Department. Request for partial payment is to be made by the Contractor utilizing the Contractor's Billing Invoice and Compliance Report provided by the Department. The Contractor or contractor representative (Clause 2-28) shall sign the Contractor's Billing Invoice and Compliance Report after completion of each Item submitted for payment. The Department representative will then make payment recommendations for the invoice and forward the Contractor's Billing Invoice and Compliance Report to the Department's Regional office for processing.

2-45.3 The Contractor or contract representative (Clause 2-28) and the Department representative shall sign the Contractor's Billing Invoice and Compliance Report form at the conclusion of work on each Item. Final payment will not be made to the Contractor unless the Contractor's Billing Invoice and Compliance Report form is signed by the Contractor or contract representative and the Department representative, and "final" payment is designated thereon.

2-45.4 If a unit's contract acreage is disputed, the Contractor may upon completion of the unit, request a verification traverse by the Department. The request must be in writing and signed by the Contractor. The Department will pay the Contractor based on acres determined from the verification traverse. If the verification traverse indicates the net acres specified in the Unit Description are correct within plus or minus five percent (5%) the Contractor shall pay the cost of the verification traverse at a rate of ten dollars (\$10.00) per one hundred (100) feet of traversed boundary.

2-45.5 Ten percent (10%) of all payments due Contractors who employ workers shall be retained by DNR as security for L&I industrial insurance premiums owed for their workers. Upon determination that the Contractor has met all financial obligations for industrial insurance premiums related to the Item(s) of this Contract, the 10% retainage will be returned to the Contractor.

2-45.6 Payment is processed upon an Item basis, but compliance inspection is based upon a Unit basis. Compliance results from one Unit in one Item do not affect the compliance results of another Unit in the Item.

2-50 Nondiscrimination

2-51 Except to the extent permitted by a bonafide occupational qualification the Contractor agrees as follows:

2-51.1 The Contractor shall not discriminate against any employee or applicant for employment because of race, creed, national origin, sex or age. The Contractor will insure that applicants are employed and that employees are treated during employment without regard to race, creed, color, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruiting advertising, layoff or termination, rates of pay or other forms of compensation and selection for training.

2-51.2 The Contractor shall, in all solicitations for employees or job orders for employees placed with any employment agency, union or other firm or agency, state that all qualified applicants will receive

consideration for employment without regard to race, creed, color, national origin, sex or age. The words "equal opportunity employer" in advertisements shall constitute compliance with this section.

- 2-51.3 The Contractor shall send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice of advising the said labor union, or worker's representative of the Contractor's commitments under this section.
- 2-51.4 The Contractor shall include the provisions of the foregoing paragraphs: 2-51.1, 2-51.2, and 2-51.3 in every subcontract or purchase order for the goods or services which are the subject matter of this contract.
- 2-52 In the event of noncompliance by the Contractor with any of the nondiscrimination provisions of the contract, the Department shall have the right, as its option, to cancel the contract in whole or in part. The Contractor shall be paid only for that work performed prior to cancellation of the contract and in accordance with provisions of the contract (Clause 2-40). In the event the Department suffers damages resulting from such noncompliance the Contractor shall be liable.

2-60 Contract Administration

- 2-61 The Department will designate a representative(s) to enforce compliance of the contract as required in all specifications and to make recommendations for payment.

2-70 Contract Work Procedure

- 2-71 The Contractor shall attend a prework conference prior to commencing contract work (see Clause 2-72). The time and place of the prework conference shall be determined by the Department, the Contractor will be notified of the time and place when the contract is awarded. When considered practical by the Department the time and/or place of the prework conference may be altered if requested in writing by the Contractor.
- 2-72 A work schedule is required from the contractor. The work schedule shall be set at the prework conference (Clause 2-71) and must be acceptable to the Department. To be acceptable the work schedule must be practicable: The work schedule must identify the latest date by which the Contractor agrees to commence contract work on each unit awarded. The work schedule must allow a reasonable time period for the work to be completed according to contract requirements herein, and further, if more than one unit has been awarded the work schedule must indicate the sequence in which the units will be worked by the Contractor. The required rate of progress will be determined at the prework conference. If for any reason during the contract period the Contractor's work schedule is no longer viable, the Contractor must submit a revised work schedule for Department approval. Failure to supply an acceptable work schedule shall be considered a breach of contract.
- 2-73 The Contractor shall obtain permission to begin work on a unit. Such permission shall be applied for through the Department's Regional office listed in the Notice To All Contractors section of the contract. The Department at its option may require person-to-person discussions between the Contractor and selected Department representatives prior to granting the required permission. In the event the Contractor stops work for a period of one (1) week or more, or if the initial start-up is delayed by one (1) week or more the Contractor must reapply for permission to begin work.
- 2-74 Work shall only proceed on regular Monday through Friday workdays. If allowed, work on weekends or designated State holidays will require written permission from the Department.

2-80 Work Progress and Contract Performance

- 2-81 The Contractor shall begin work as per the work schedule (Clause 2-72) and according to contract requirements herein (see Clauses 2-71 and 2-73). The Contractor shall work diligently and complete the unit(s) within the contract period specified in the Unit Description. As units are sequenced in the work schedule, work started on

one unit must be completed prior to beginning work on the next.

- 2-82 The Department reserves the right to modify or cancel this contract in part or whole without cause. The Contractor shall be paid only for that work performed prior to cancellation of the contract and in accordance with provisions of the contract (Clause 2-40).
- 2-83 Nonperformance or unsatisfactory performance or willful violation of contract requirements by the Contractor shall constitute breach of contract and the Department may at its sole option extend the contract and collect liquidated damages or terminate the contract with forfeiture of the performance/damage deposit or declare breach of contract and make claim for actual damages suffered by the Department.

2-90 Fire Responsibility

- 2-91 The Contractor and the Contractor's employees shall familiarize themselves with the Washington State Forest Fire Protection Requirements and adhere to them at all times. The operation will be subject to inspection by State personnel for adherence to regulations and presence of fire tools. All spark emitting engines will be equipped with approved spark arresters. Personal fire extinguishers are required for each saw operator.
- 2-92 The Contractor shall not operate faulty power equipment.
- 2-93 The Contractor shall not build any open fires at anytime of the year on the contract area without first obtaining written permission from the Department.
- 2-94 If a fire waiver is granted, Contractor shall abide by the provisions of the waiver.

2-100 Boundaries

- 2-101 The boundaries except for easily identified ground features have been plainly marked with colored plastic flagging.
- 2-102 Net acreage as indicated in the Unit Description was measured on the horizontal plane. Large openings, roads, and buffer zones have been deducted from the gross acreage.

2-110 Merchantable Products

- 2-111 This contract, unless specifically amended, in no way permits the contractor to remove merchantable or potentially merchantable products from the operating area for the purpose of sale or use. Contractors wanting to remove Christmas trees, boughs, brush pickings, decorative shrubs, or trees, firewood, poles, posts and other merchantable or potentially merchantable material from Department managed land must enter into a separate agreement with the Department.

2-120 Litter and Refuse

- 2-121 Litter and/or refuse brought into operating areas or campsites and rest areas used by the contractor or employees, shall be removed from the premises and disposed of in garbage disposal areas meeting all State, county, and local requirements. Such litter will include refuse resulting from equipment maintenance, abandoned equipment and containers and other expended materials.

2-130 Camping

- 2-131 No camping will be permitted on Department lands.

SECTION II - Division III – Specifications

3-10 Unit Description

- 3-11 The Unit Description details the characteristics and specific work requirements for each unit.
- 3-12 If specific requirements of the Unit Description conflict with the specifications in this division of the contract, the specific requirements of the Unit Description will prevail.

3-20 Contractor and Department Obligations

- 3-21 The Contractor shall be responsible for the following:
 - 3-21.1 To bear all costs of operation not specifically furnished by the Department under Clause Section 3-22.
 - 3-21.2 To provide all workers adequate crew supervision and serviceable equipment to satisfactorily accomplish treatment of acres described in the Unit Description.
 - 3-21.3 To furnish all safety equipment.
- 3-22 The Department shall be responsible for the following:
 - 3-22.1 To provide a Department representative to acquaint the Contractor with the unit(s) and to conduct periodic field inspections.

3-30 Treatment Specifications

- 3-31 All woody shrubs and hardwood trees greater than two (2) feet tall shall be severed and felled, except for hardwoods over 5" in diameter, which are to be girdled.
- 3-32 Main stems or sprouts of shrubs, brush, hardwood trees and living stump sprouts shall be severed no closer than four (4) inches but not further than twelve (12) inches from their point of origin, and all live limbs and branches on the remaining stump shall be severed at their point of origin.
- 3-33 The severing and felling of shrubs, brush, and hardwood trees shall be accomplished while avoiding physical damage to conifers on the unit.
- 3-34 Any hardwood tree with a DBH greater than five (5) inches shall be girdled by removing the bark from the main stem in a two (2) inch wide band completely around the stem below the lowest live branch.
- 3-35 No conifers will be pruned or otherwise damaged while cutting hardwoods.
- 3-36 No hardwoods will be in contact with the top 1/2 of any conifer after cutting and furthermore no conifer leader will be bent or damaged by felled hardwoods.
- 3-37 When a patch of hardwoods 1/20 acre in size or larger exists with no conifers, the hardwoods are to be thinned to a 12 foot by 12 foot spacing. Red alder is the preferred hardwood crop tree.
- 3-38 All roads are to be kept free of debris and slash for a distance of 10 feet from each side of the road.

3-40 General Specifications

- 3-41 Any debris or soil deposited in ditches, culverts, or roadways shall be removed immediately.

- 3-42 Activities that will result in excessive deterioration of ditches, culverts, or roadways shall be avoided.
- 3-43 Any legal land subdivision survey corners and/or witness objects are to be preserved. If destroyed or disturbed such points shall be re-established by a licensed land surveyor in accordance with the U.S. General Land Office Standards.
- 3-44 Damage to fences or any other improvements situated on the unit during the thinning operations will be repaired at the Contractor's expense. Slash falling onto lands not owned by the State shall also be removed and distributed back into the unit.
- 3-45 Blocked roads are not to be reopened by the Contractor without prior written approval of the Department.

3-50 Inspection Procedures

- 3-51 Plots will be established in the treated area. Plots will be 1/50th acre circular plots. The number of conifer trees within the plot will be determined. This number will service as the total number of trees. A minimum of two plots per five acres will be used to determine compliance percentage. In large units a maximum of 40 plots will be used to determine compliance percentage.
- 3-52 The number of hardwoods incorrectly cut within the plot will be determined along with the number of hardwood trees in contact with conifer trees and the number of damaged conifers.
- 3-53 Compliance percentage will be determined by dividing the total number of trees minus the sum of incorrectly cut trees, hardwoods in contact with conifers, and damaged conifers by the total number of trees.
- 3-54 An inspection example is as follows:

8 conifer trees found on plot
 6 hardwoods incorrectly cut
 3 hardwoods in contact with conifers
 1 damaged conifer; pruned limbs, broken tops, etc.

Compliance percentage = $(8 - 6 - 3 - 1) / 8 = -25\%$

When the area is reworked and all problems are corrected, the compliance percentage is a follows:

Compliance percentage = $(8 - 1) / 8 = 87.5\%$

Since damaged trees cannot be undamaged, the compliance percentage for this plot will remain below 90%.

SECTION III

Unit Descriptions

Unit Maps

Vicinity Maps

**Conifer Release/Hand Cutting Contract 1325
Unit Description for Item 1**

					Special Requirements		General Information		
UNIT NUMBER	TRUST	LEGAL	FMU NAME	ACRES	BOUNDARIES	SPECIAL REQUIREMENTS	HOSPITALS	FIRE ZONE	COMMENTS
BK-01	01	T39R05E S11	JUST SOUTH	69	SEE UNIT MAP	SEE COMMENTS BELOW	SEE SPECIAL NOTICES	656	Steep unit and all roads within unit are abandoned.
BK-02	01	T39R05E S01	DUCK PIT 4	17	SEE UNIT MAP	SEE COMMENTS BELOW	SEE SPECIAL NOTICES	658	
BK-03	01	T39R06E S06	HORSE FLY 2	39	SEE UNIT MAP	SEE COMMENTS BELOW	SEE SPECIAL NOTICES	656, 658	All road within unit is abandoned.
BK-04	01	T39R06E S06	HORSE FLY 1	61	SEE UNIT MAP	SEE COMMENTS BELOW	SEE SPECIAL NOTICES	658	Several abandoned roads within unit but access at top and bottom.
BK-05	01	T39R06E S05	RUSTY CAN 2	60	SEE UNIT MAP	SEE COMMENTS BELOW	SEE SPECIAL NOTICES	658	0.4 mile walk into unit from where road is abandoned.
BK-06	01	T39R04E S15	GASPING GOODWIN	51	SEE UNIT MAP	SEE COMMENTS BELOW	SEE SPECIAL NOTICES	656	
BK-07	01	T37R05E S25	MCKENZIE 1	20	SEE UNIT MAP	SEE COMMENTS BELOW	SEE SPECIAL NOTICES	656, 658	
BK-08	03	T37R05E S36	SANTA MARIA 2	25	SEE UNIT MAP	SEE COMMENTS BELOW	SEE SPECIAL NOTICES	656	
BK-09	03	T37R05E S36	SANTA MARIA 4	4	SEE UNIT MAP	SEE COMMENTS BELOW	SEE SPECIAL NOTICES	656	
BK-10	01	T37R06E S32	FRIGATE 1	53	SEE UNIT MAP	SEE COMMENTS BELOW	SEE SPECIAL NOTICES	658	Most road within the unit is abandoned.
BK-11	01	T37R05E S28	KRIS KRINGLE	18	SEE UNIT MAP	SEE COMMENTS BELOW	SEE SPECIAL NOTICES	656	Road within unit is abandoned.

**Conifer Release/Hand Cutting Contract 1325
Unit Description for Item 1**

UNIT NUMBER	TRUST	LEGAL	FMU NAME	ACRES	Special Requirements		General Information		
					BOUNDARIES	SPECIAL REQUIREMENTS	HOSPITALS	FIRE ZONE	COMMENTS
BK-12	04	T36R04E S01	COUNTYLINE 2	12	SEE UNIT MAP	SEE COMMENTS BELOW	SEE SPECIAL NOTICES	656	0.1 mile walk from where road is abandoned.
BK-13	01	T36R04E S09	ALGER HWD	46	SEE UNIT MAP	SEE COMMENTS BELOW	SEE SPECIAL NOTICES	656	Entire unit is covered in Blackberry . There is a 0.3 mile walk along an abandoned road to unit.
BK-14	01	T35R05E S02	DANCER 2	65	SEE UNIT MAP	SEE COMMENTS BELOW	SEE SPECIAL NOTICES	656	Unit can only be accessed from the top. Heavy brush cover
BK-15	01	T36R06E S27	GRAND SLAM 1	89	SEE UNIT MAP	SEE COMMENTS BELOW	SEE SPECIAL NOTICES	658	
BK-16	01	T36R06E S28	MICKEY FINN 2	12	SEE UNIT MAP	SEE COMMENTS BELOW	SEE SPECIAL NOTICES	656	
BK-17	01	T36R06E S21	MICKEY FINN 3	17	SEE UNIT MAP	SEE COMMENTS BELOW	SEE SPECIAL NOTICES	658	0.2 mile walk into top of unit. No road open within unit.
BK-18	01	T36R06E S07	QUARK 2	31	SEE UNIT MAP	SEE COMMENTS BELOW	SEE SPECIAL NOTICES	656, 658	
Total Acres for Item 1				689					

Item 1 contract period is from Tuesday, July 5, 2011 through Friday, August 19, 2011.

SPECIAL REQUIREMENTS FOR ALL UNITS:

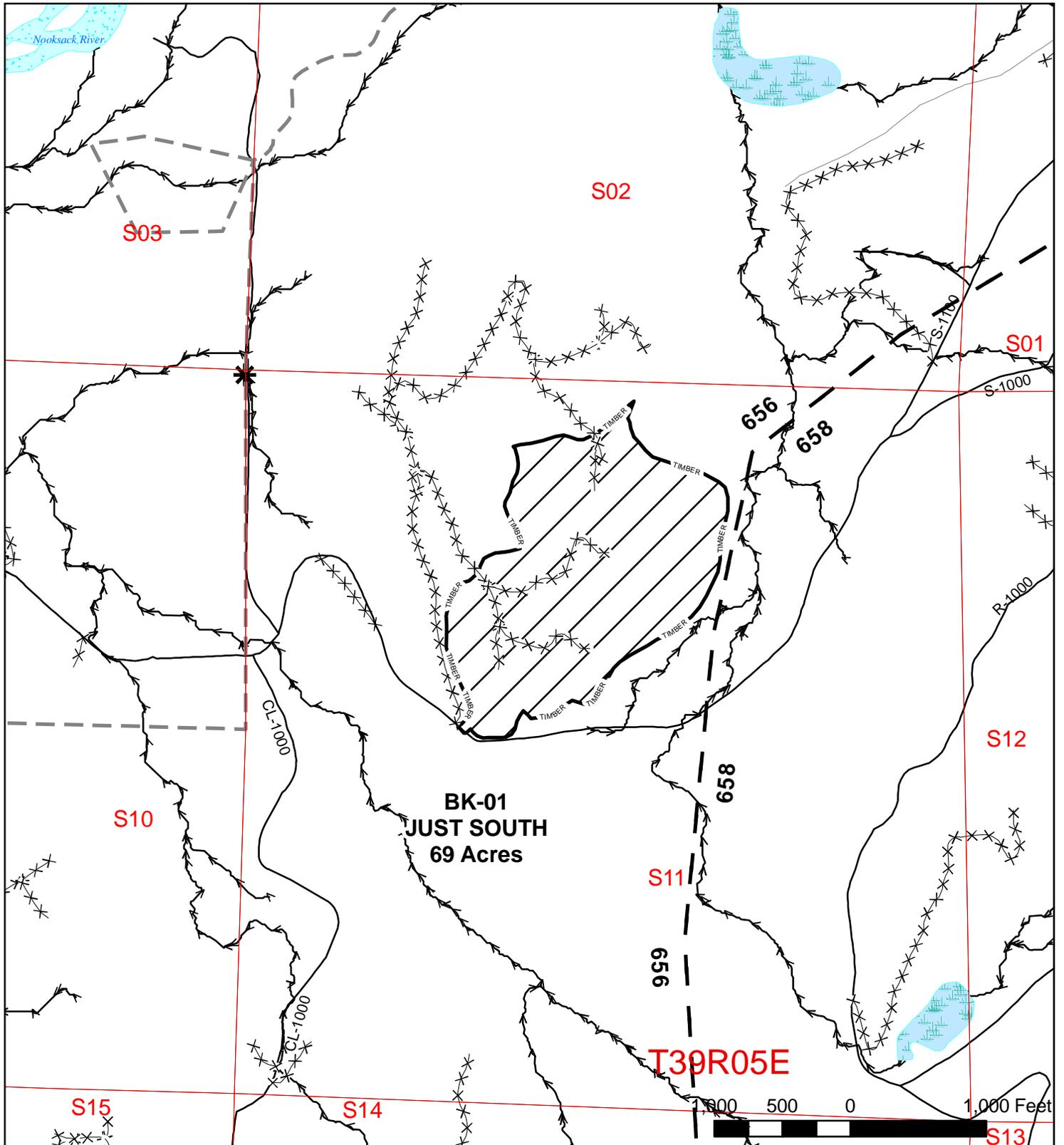
1. Remove all slash from below the high water mark of all water bodies, whether water is present or not.
2. Remove slashing debris from all roads, cut-slopes, and ditches concurrent with operations.
3. Cut all hardwoods.
4. Cut all vegetation that is impeding conifer growth to a 6' radius from conifer trees. (This includes but is not limited to blackberry, salmonberry, elderberry, butterfly bush)
5. Cut all noxious species (includes but not limited to Scotch broom, Butterfly bush, English holly)
6. Minimum crew size is: 8



UNIT MAP

Invitation to Bid Number 1325
Item 1

Northwest Region
Baker District

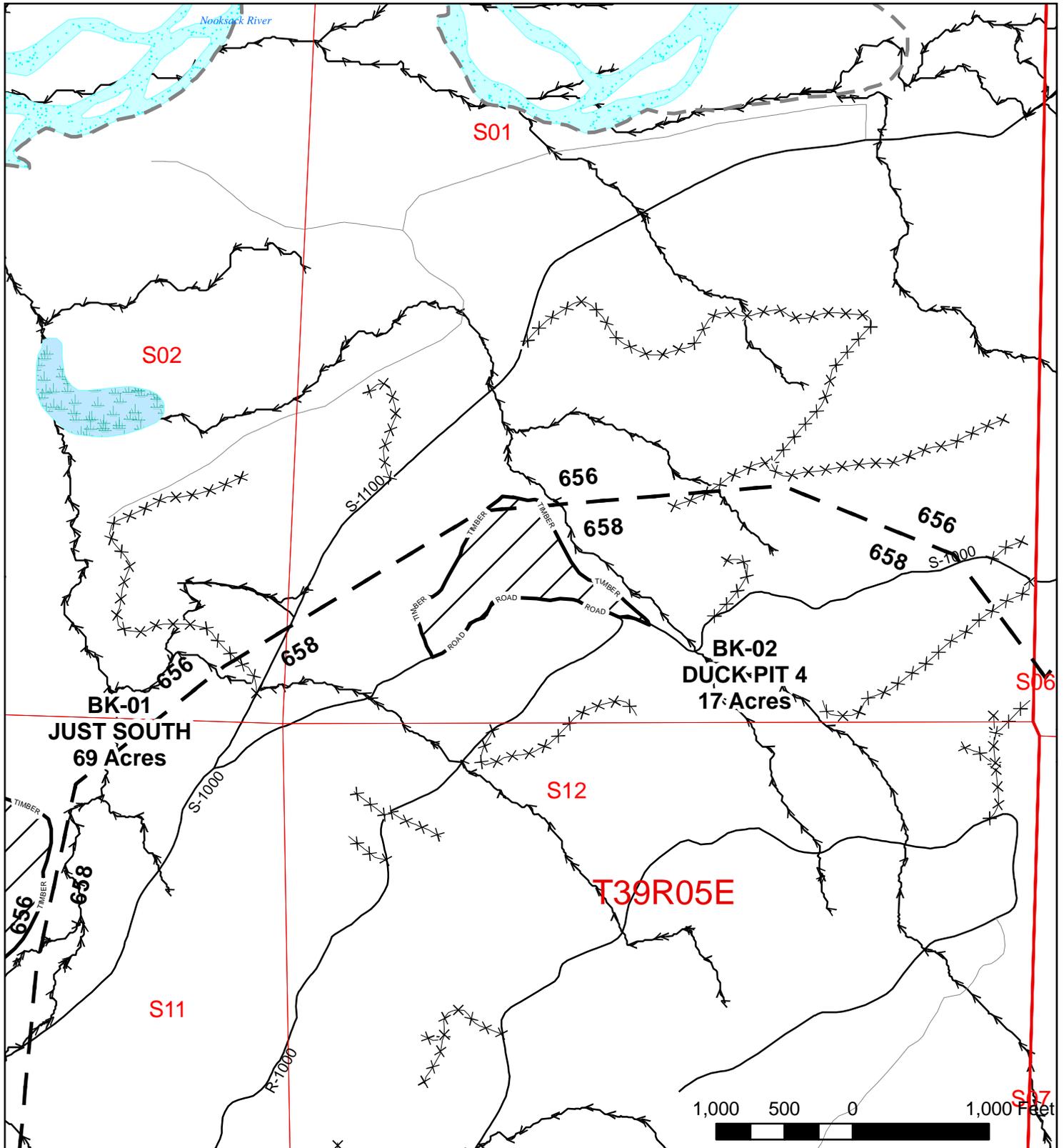


Roads	Treatment Unit	 N W E S 17
Abandoned Road	DNR-Managed Lands	
Gates		

UNIT MAP

Invitation to Bid Number 1325

Item 1



 Roads	 Treatment Unit
 Abandoned Road	 DNR-Managed Lands
 Gates	

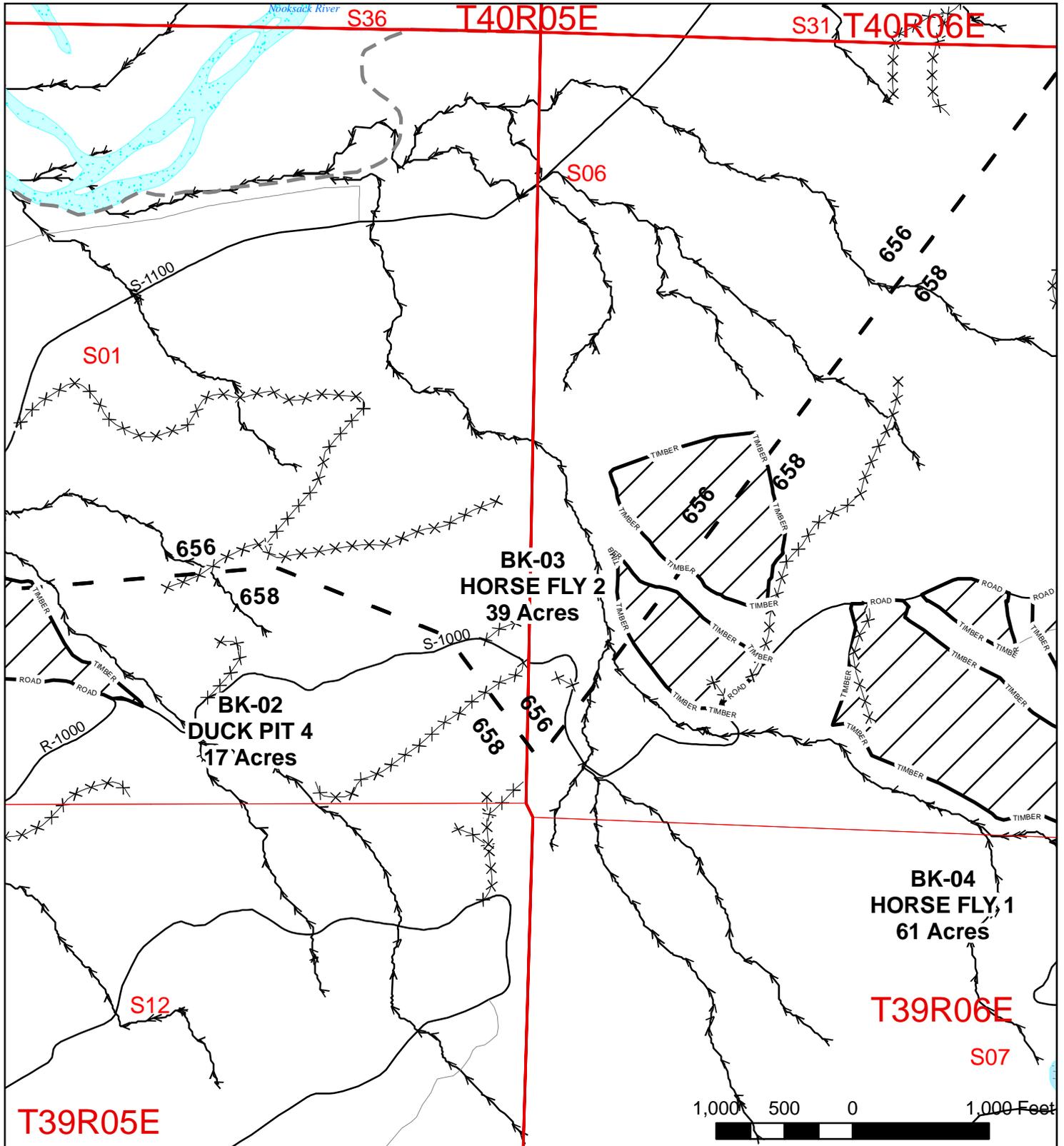

 18



UNIT MAP

Invitation to Bid Number 1325
Item 1

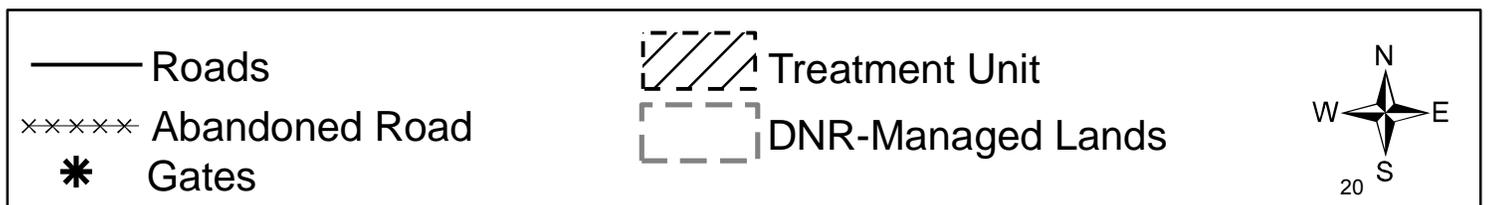
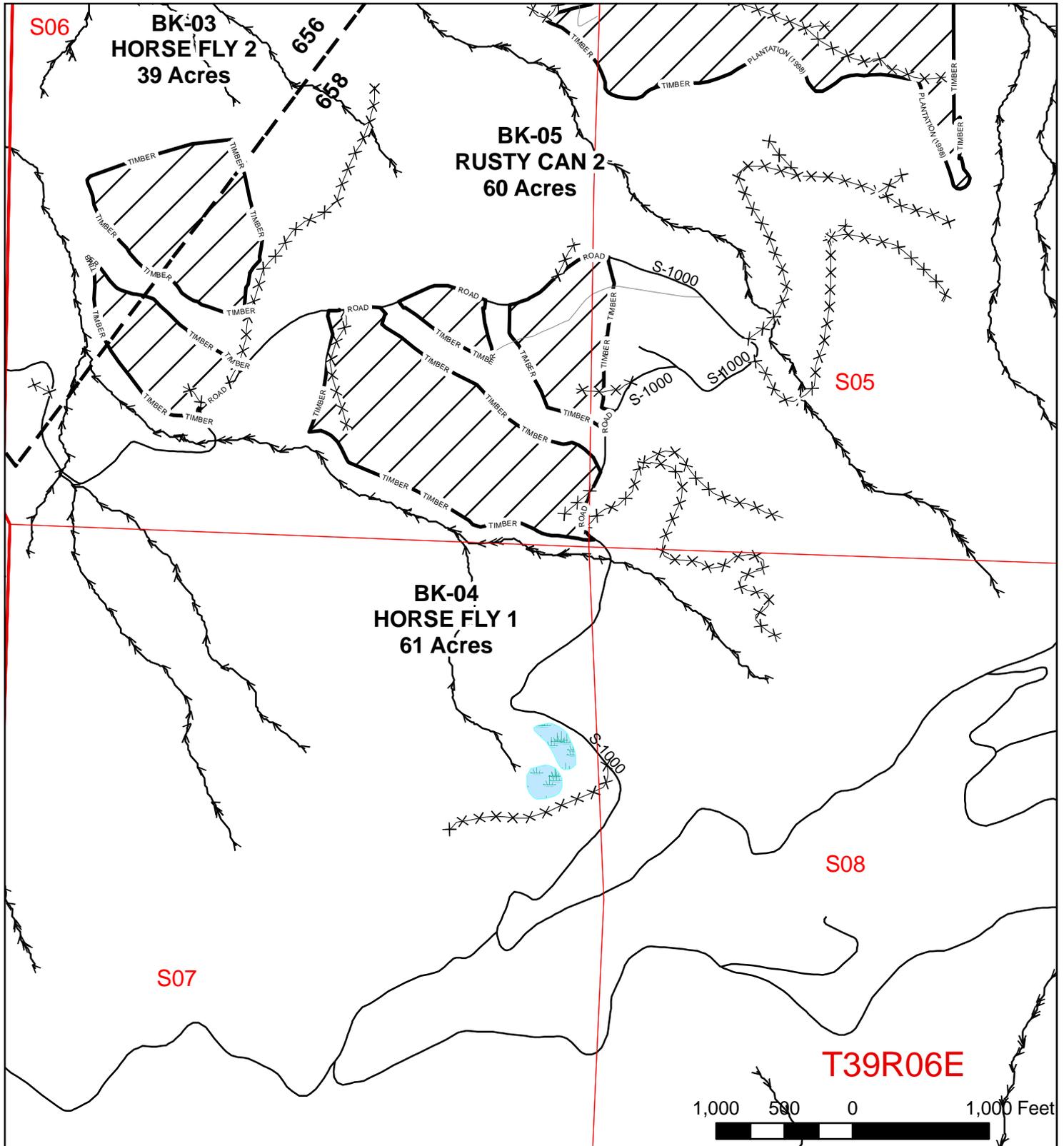
Northwest Region
Baker District



Roads	Treatment Unit	
Abandoned Road	DNR-Managed Lands	
Gates		

UNIT MAP

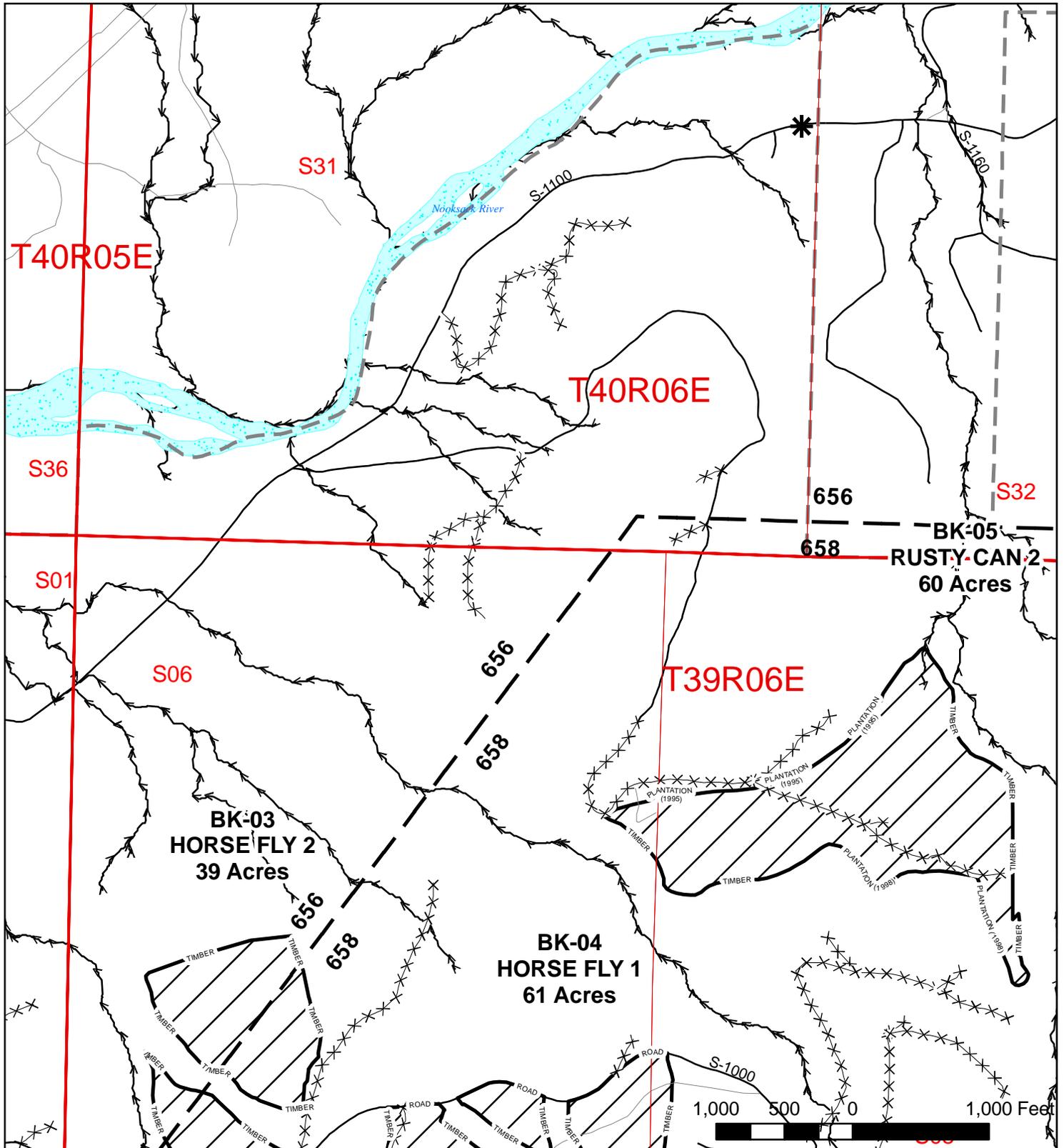
Invitation to Bid Number 1325 Item 1



UNIT MAP

Invitation to Bid Number 1325
Item 1

Northwest Region
Baker District



Roads	Treatment Unit	<p>21</p>
Abandoned Road	DNR-Managed Lands	
Gates		

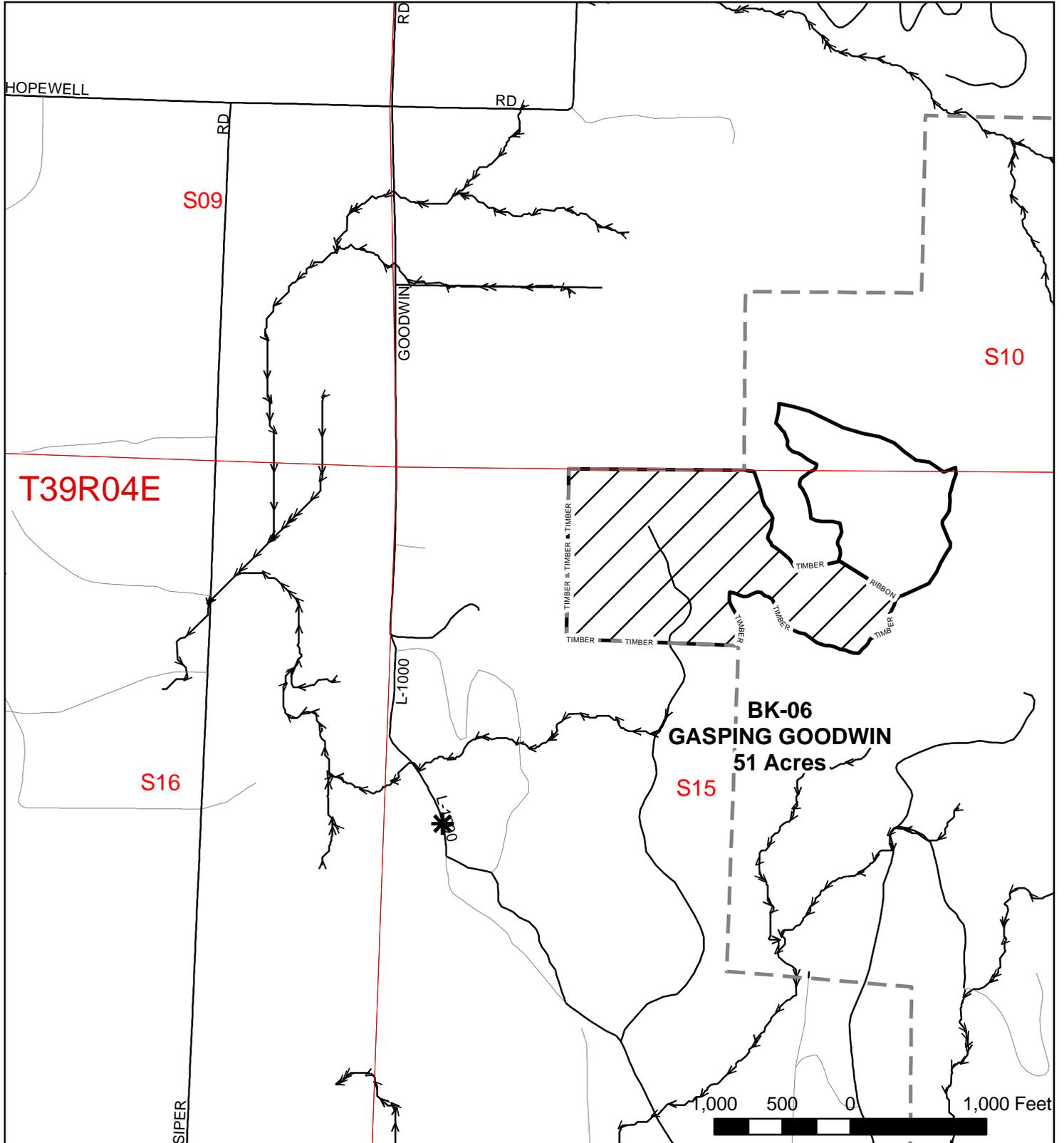


UNIT MAP

Invitation to Bid Number 1325

Item 1

Northwest Region
Baker District



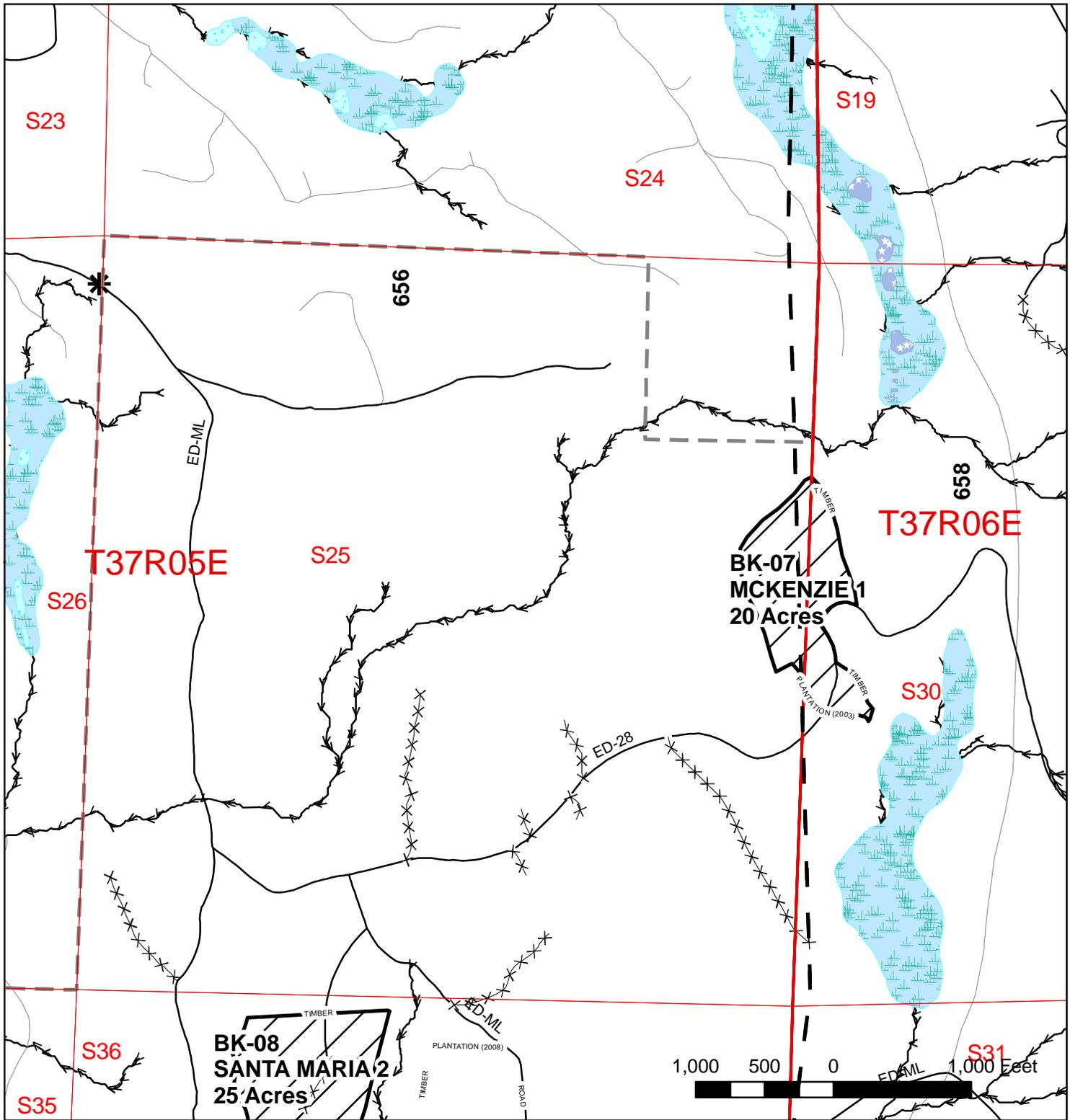
Roads	Treatment Unit	 N W E S 22
Abandoned Road	DNR-Managed Lands	
Gates		



UNIT MAP

Invitation to Bid Number 1325
Item 1

Northwest Region
Baker District



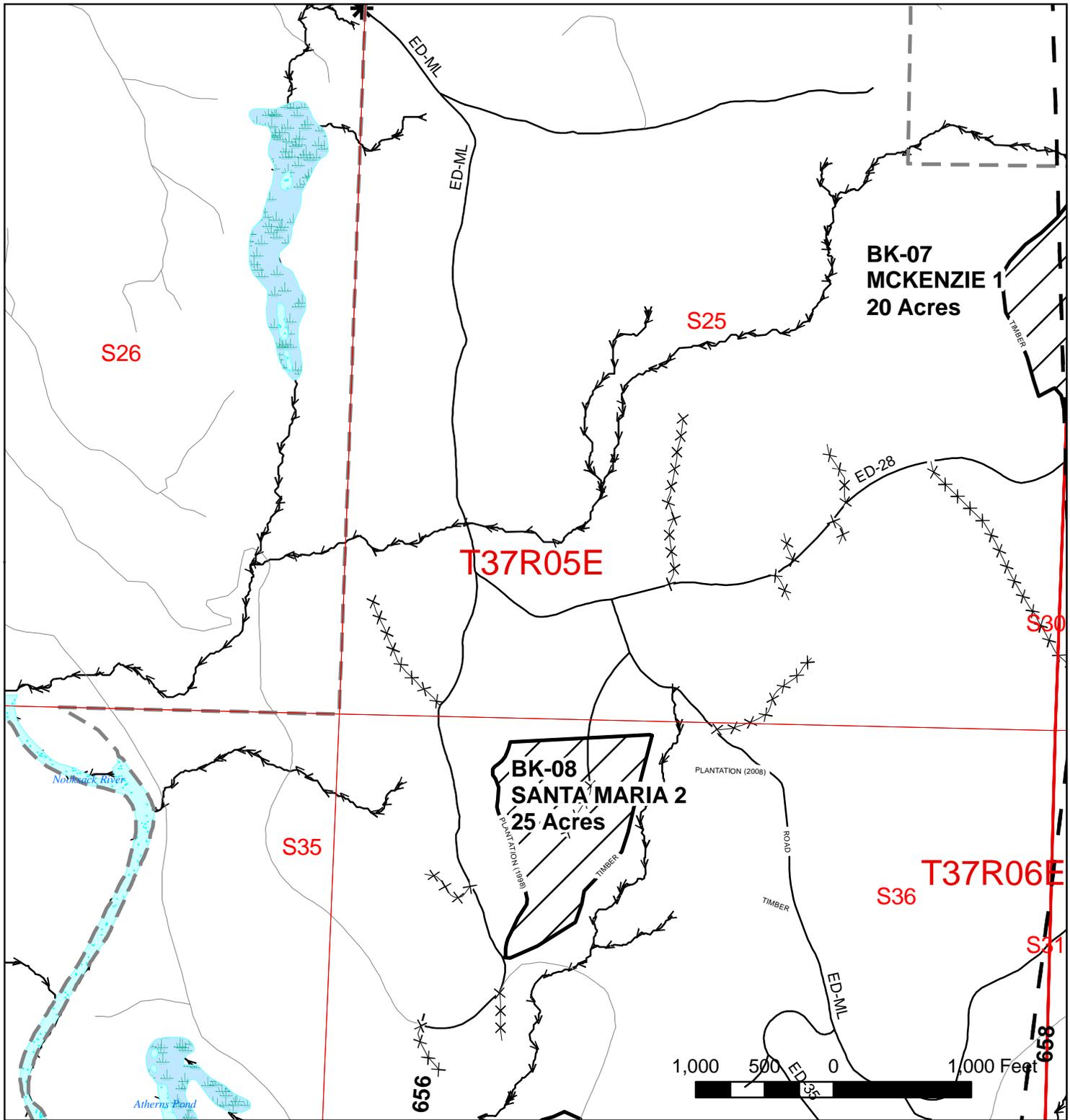
Roads	Treatment Unit	
Abandoned Road	DNR-Managed Lands	
Gates		



UNIT MAP

Invitation to Bid Number 1325
Item 1

Northwest Region
Baker District



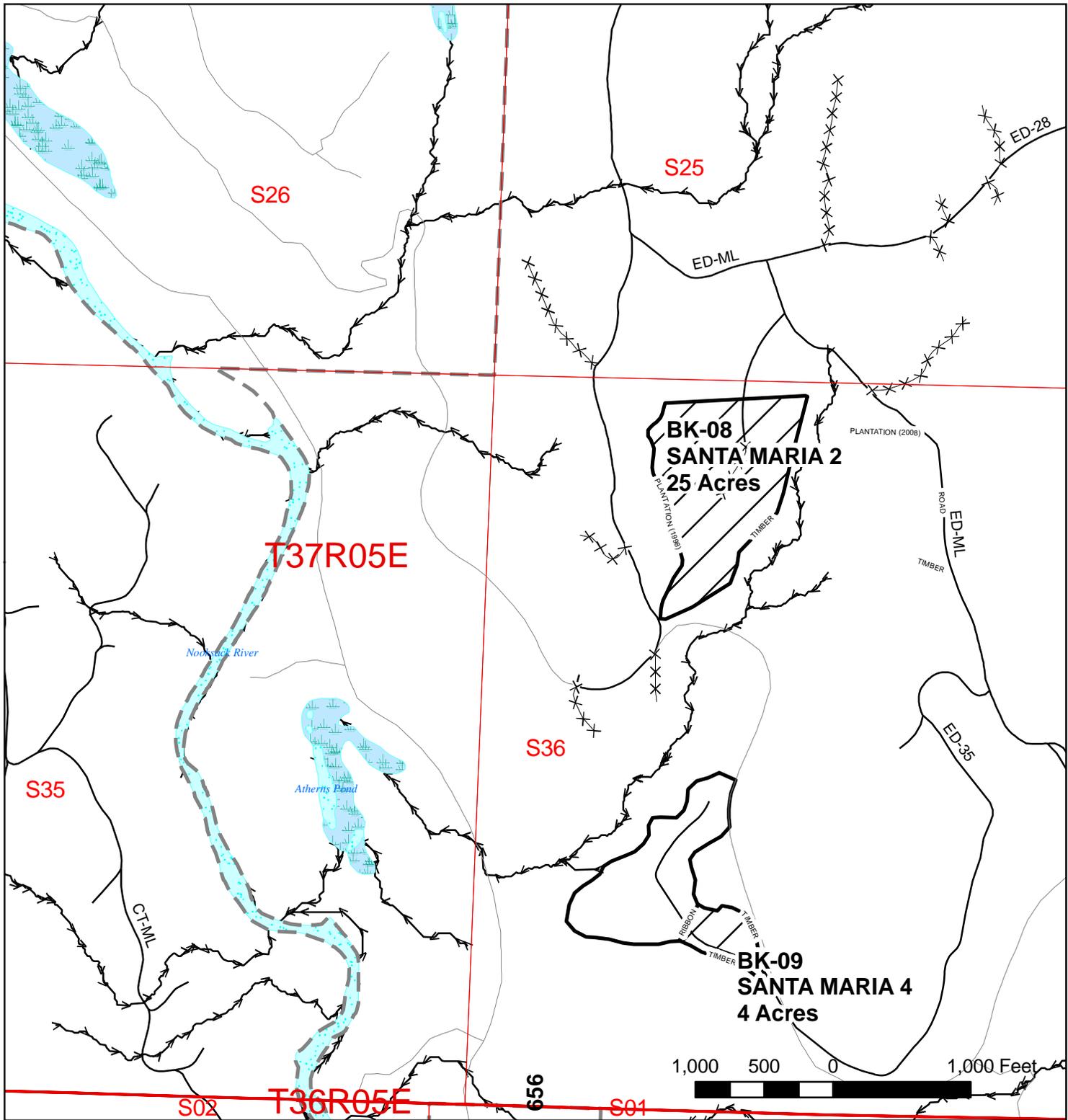
Roads	Treatment Unit	
Abandoned Road	DNR-Managed Lands	
Gates		



UNIT MAP

Invitation to Bid Number 1325
Item 1

Northwest Region
Baker District



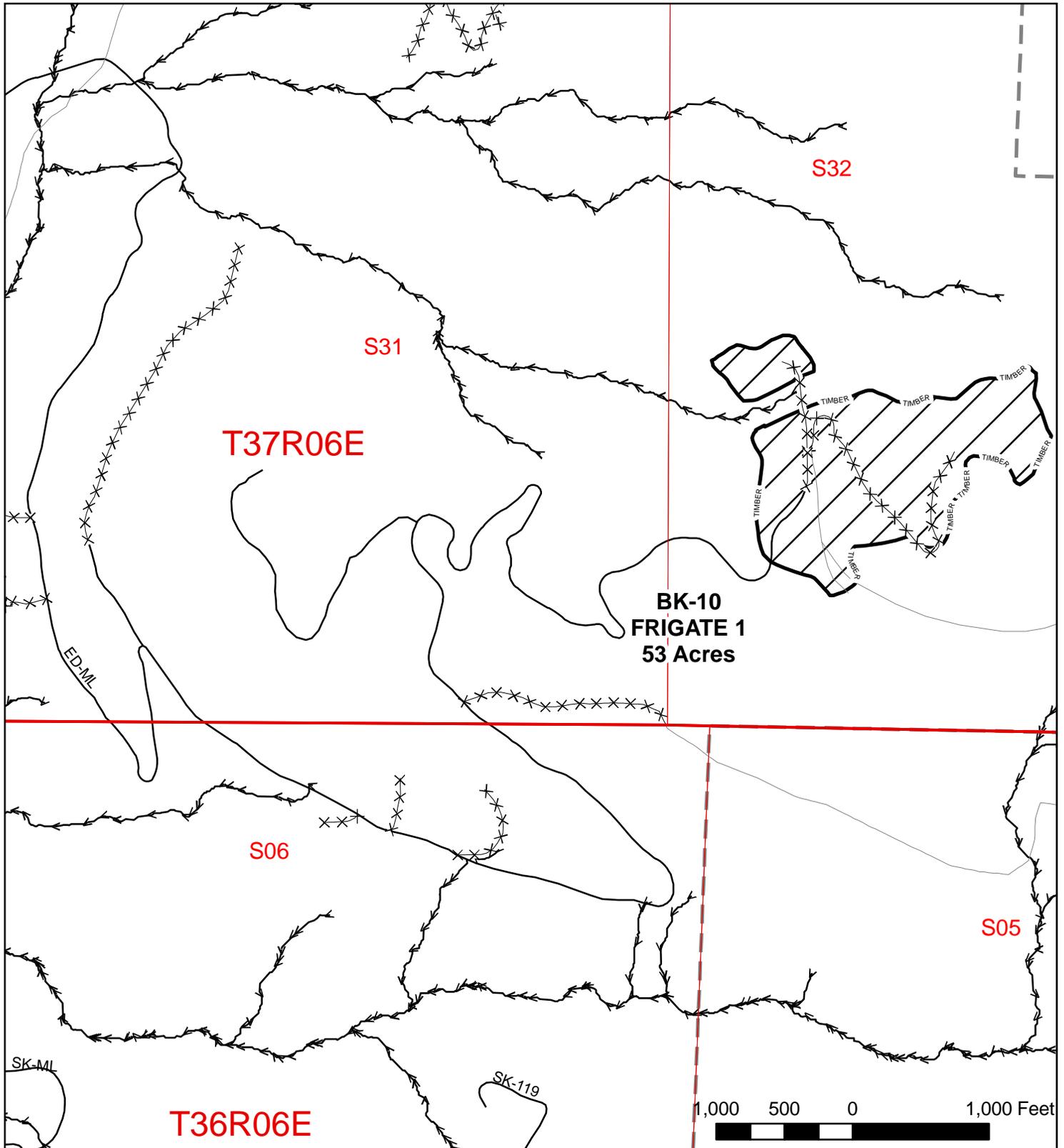
Roads	Treatment Unit	
Abandoned Road	DNR-Managed Lands	
Gates		



UNIT MAP

Invitation to Bid Number 1325
Item 1

Northwest Region
Baker District



Roads	Treatment Unit
Abandoned Road	DNR-Managed Lands
Gates	

N
W —+— E
S
26

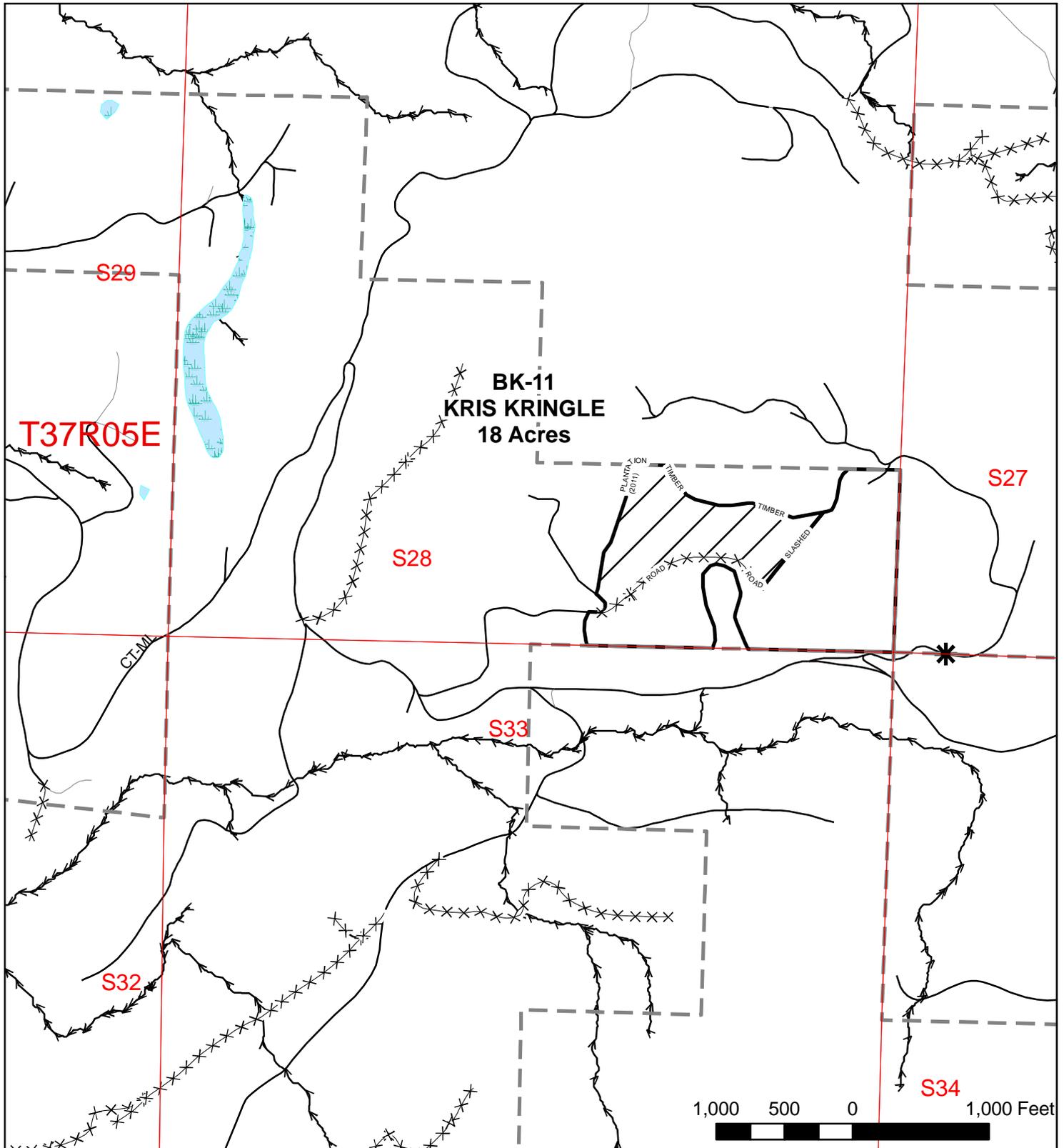


UNIT MAP

Invitation to Bid Number 1325

Item 1

Northwest Region
Baker District



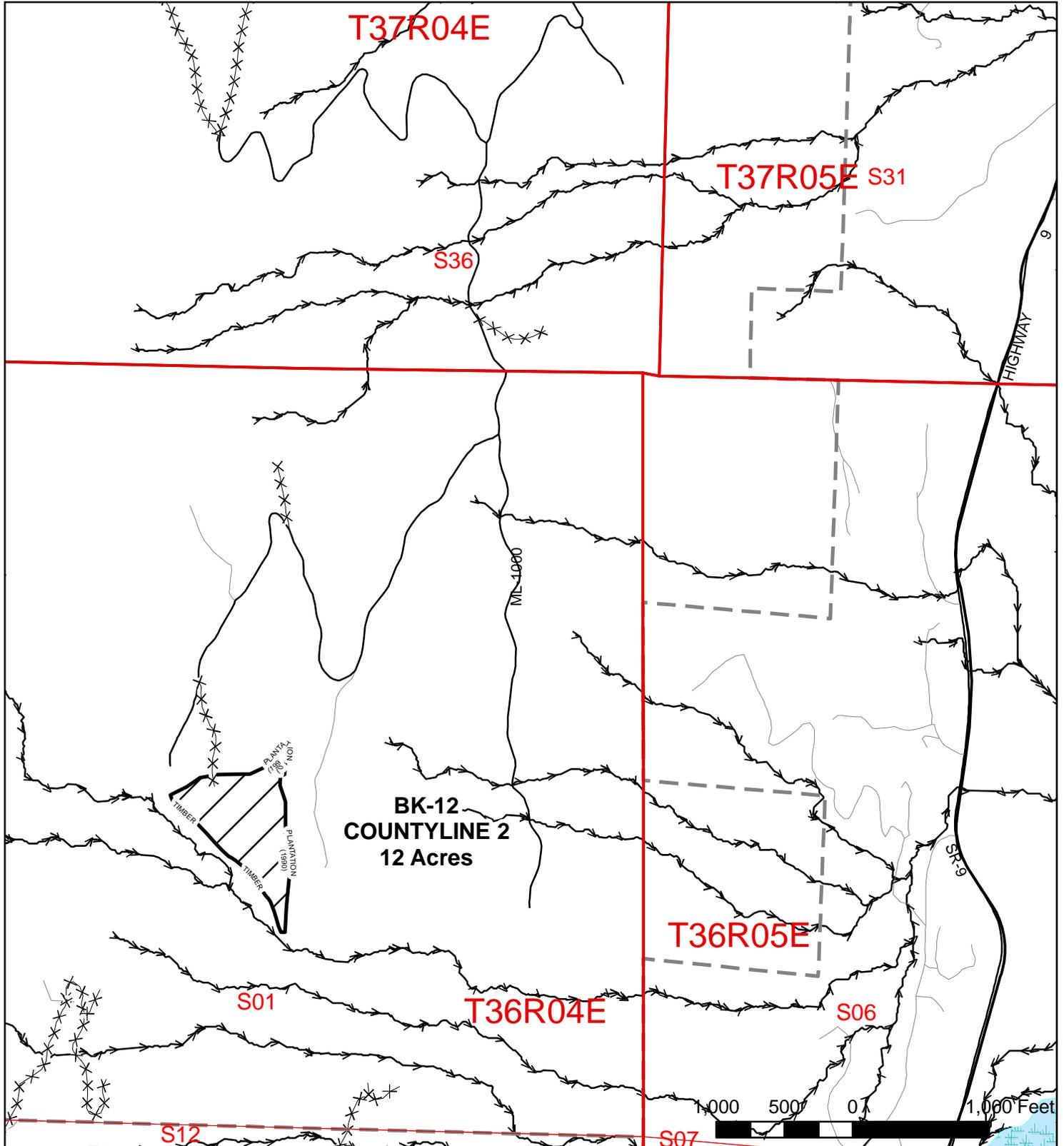
Roads	Treatment Unit	
Abandoned Road	DNR-Managed Lands	
Gates		



UNIT MAP

Invitation to Bid Number 1325
Item 1

Northwest Region
Baker District

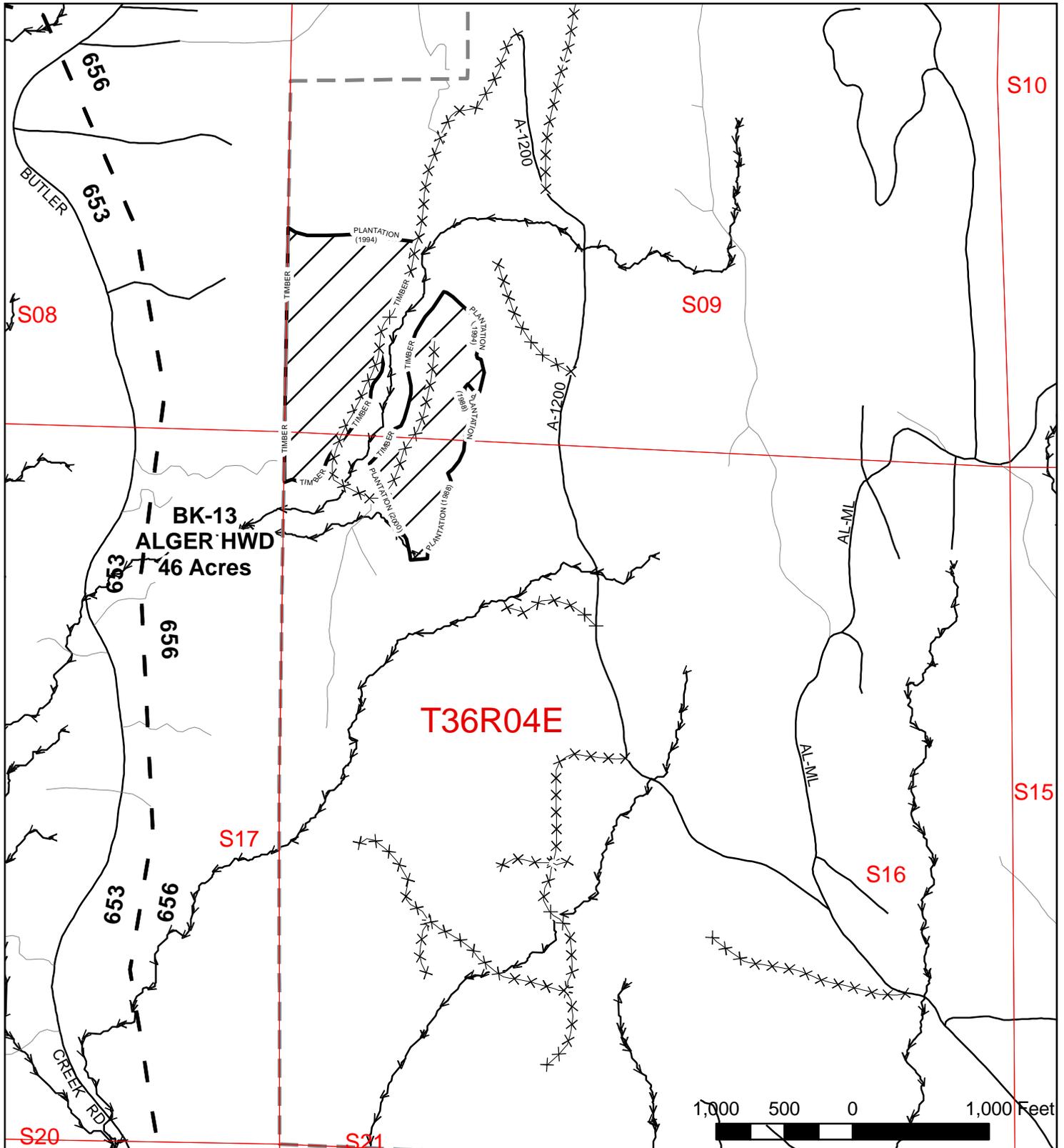


Roads	Treatment Unit	
Abandoned Road	DNR-Managed Lands	
Gates		

UNIT MAP

Invitation to Bid Number 1325

Item 1



 Roads	 Treatment Unit
 Abandoned Road	 DNR-Managed Lands
 Gates	



29

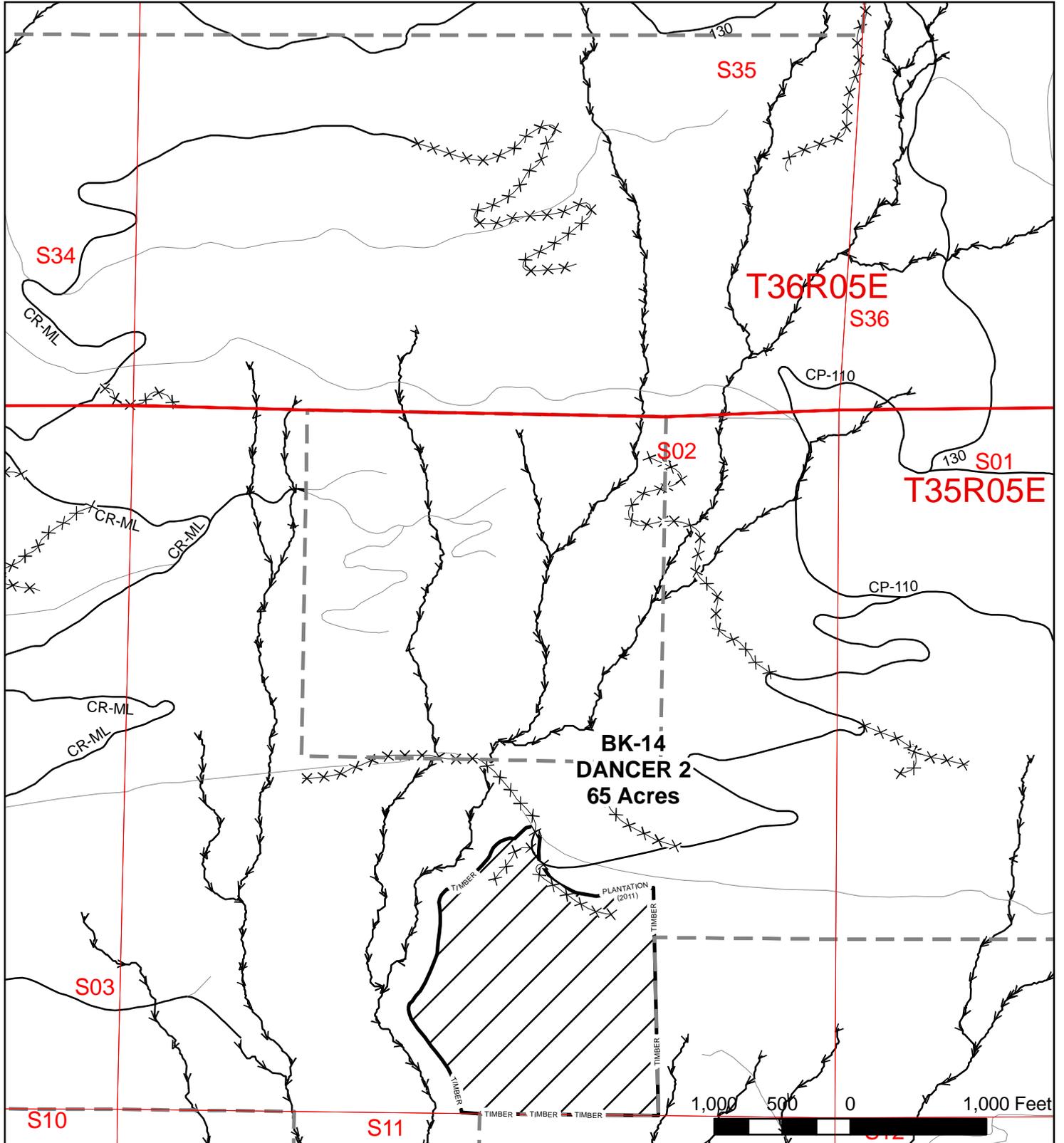


UNIT MAP

Invitation to Bid Number 1325

Item 1

Northwest Region
Baker District



Roads	Treatment Unit	 N W E S 30
Abandoned Road	DNR-Managed Lands	
Gates		

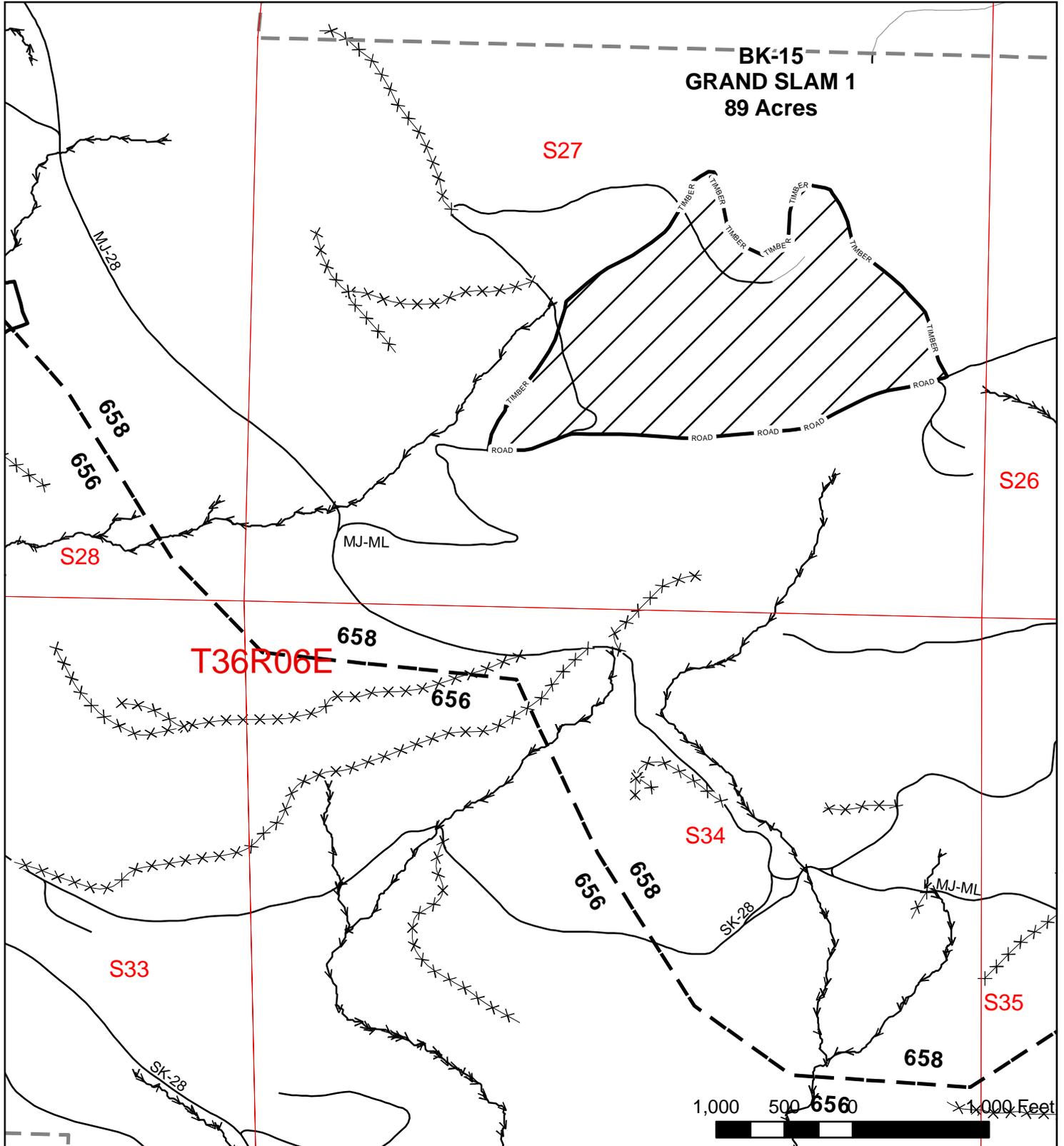


UNIT MAP

Invitation to Bid Number 1325

Item 1

Northwest Region
Baker District



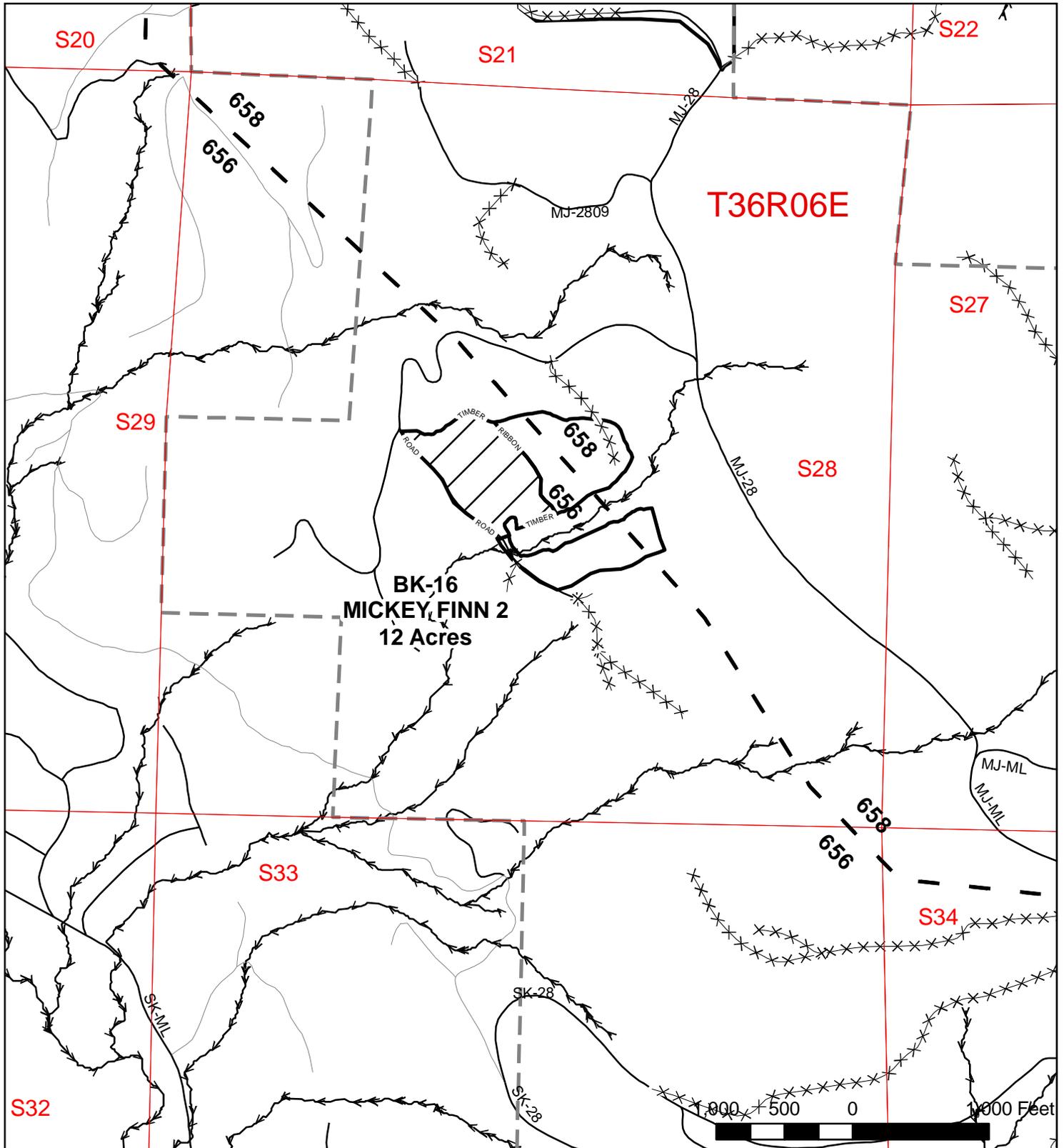
Roads	Treatment Unit	
Abandoned Road	DNR-Managed Lands	
Gates		



UNIT MAP

Invitation to Bid Number 1325
Item 1

Northwest Region
Baker District



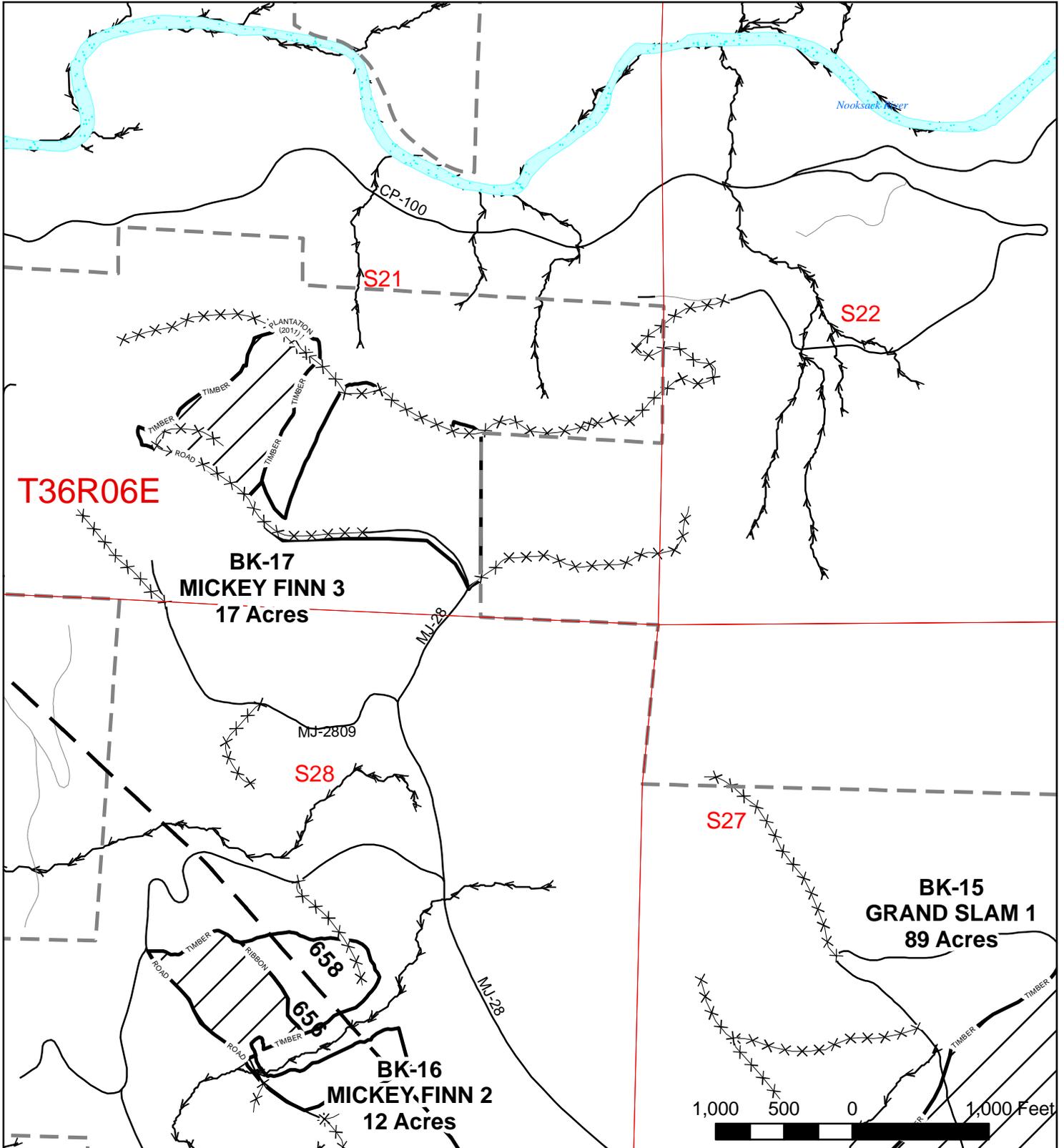
Roads	Treatment Unit	
Abandoned Road	DNR-Managed Lands	
Gates		



UNIT MAP

Invitation to Bid Number 1325
Item 1

Northwest Region
Baker District



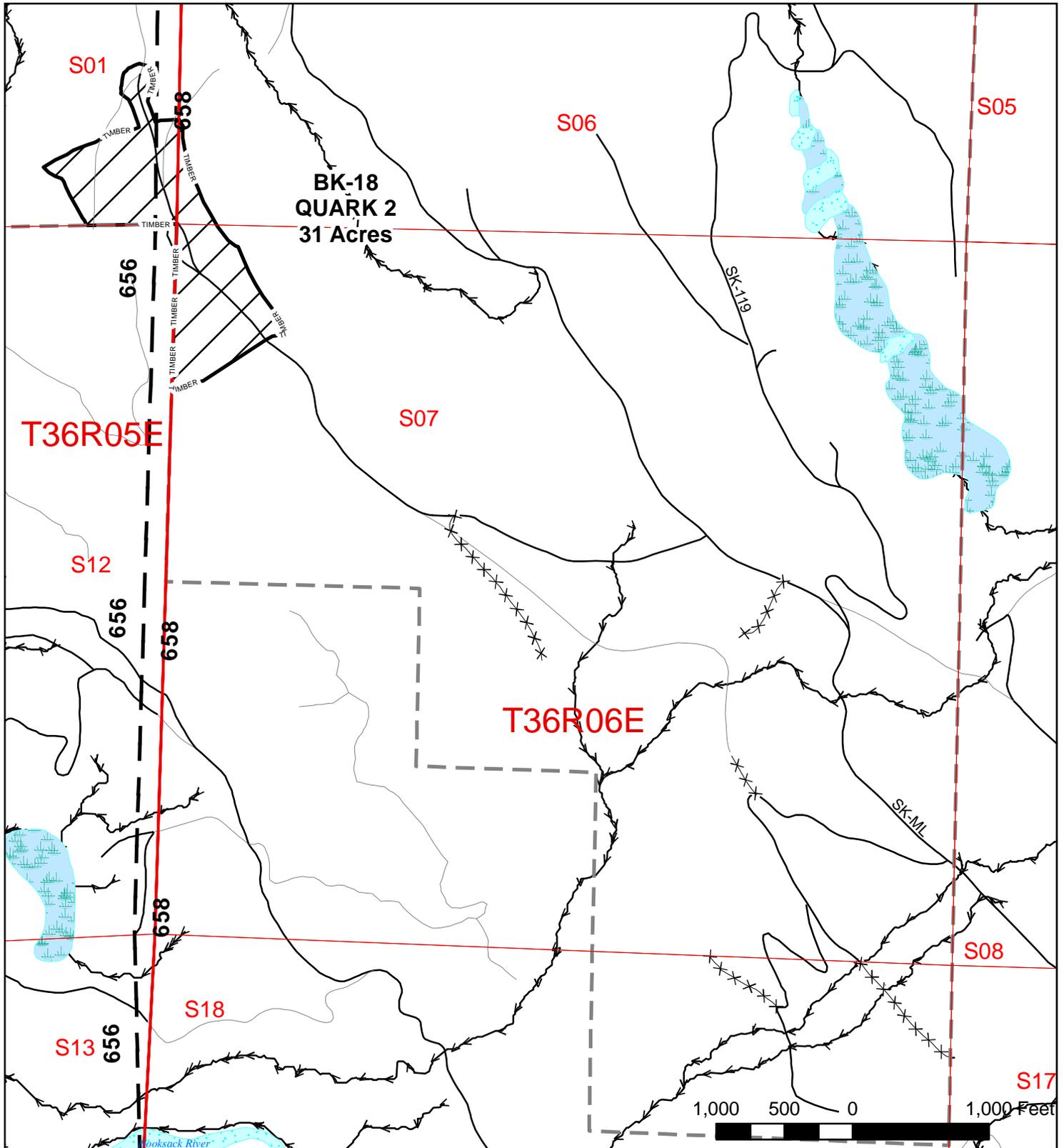
Roads	Treatment Unit	
Abandoned Road	DNR-Managed Lands	
Gates		



UNIT MAP

Invitation to Bid Number 1325
Item 1

Northwest Region
Baker District



Roads	Treatment Unit	
Abandoned Road	DNR-Managed Lands	
Gates		



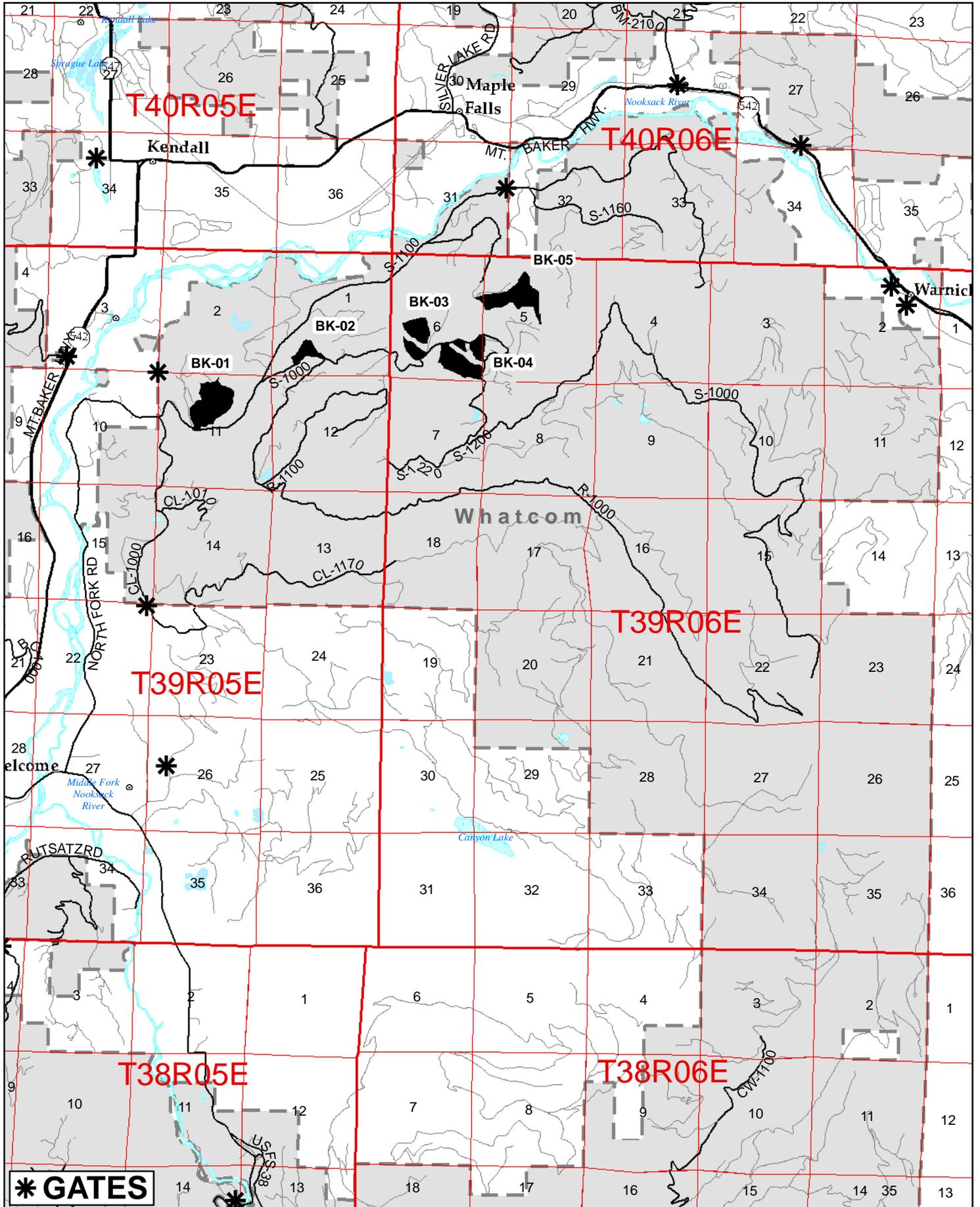
VICINITY MAP

Invitation to Bid Number 1325

Item 1



Northwest Region
Baker District





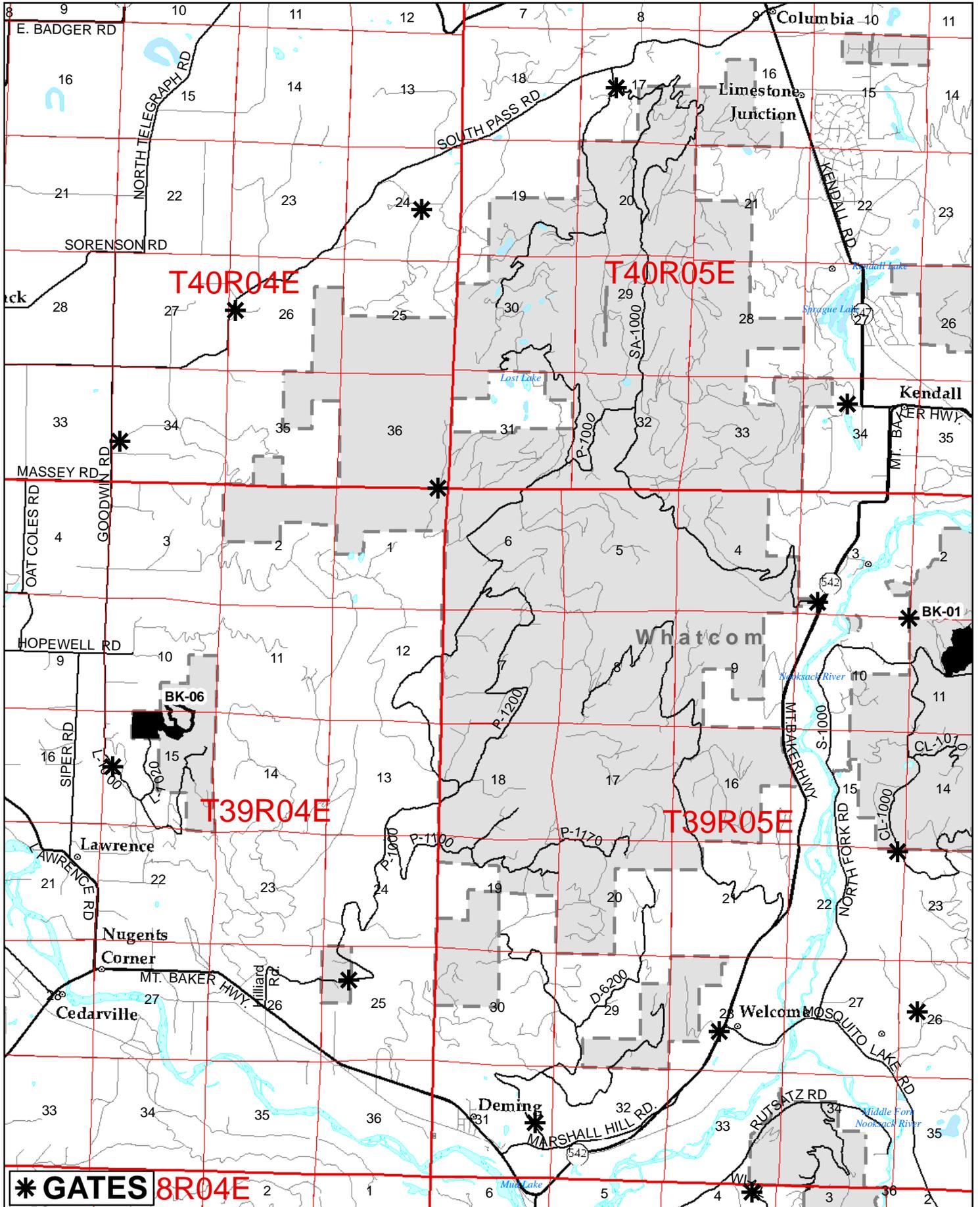
VICINITY MAP

Invitation to Bid Number 1325

Item 1



Northwest Region
Baker District





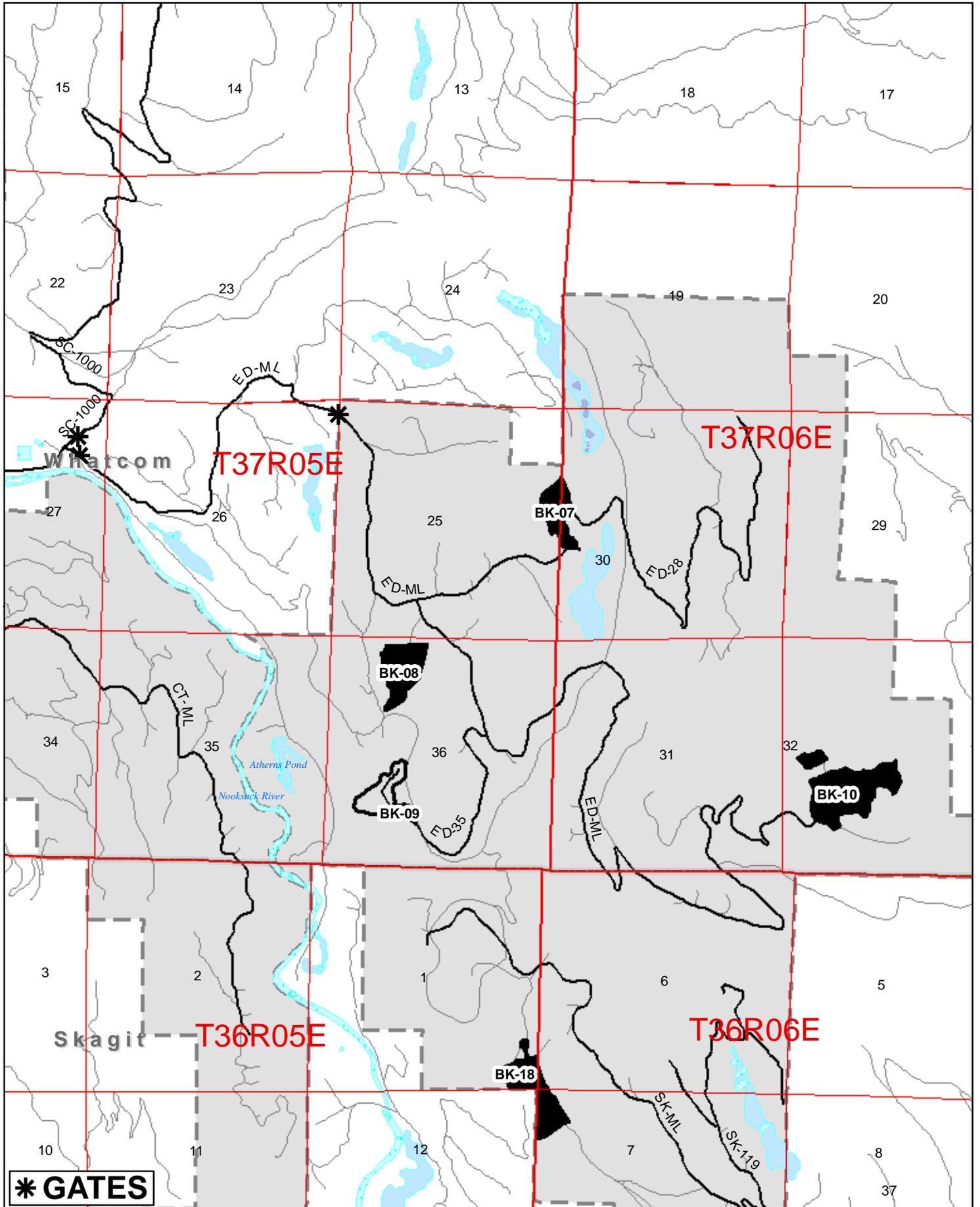
VICINITY MAP

Invitation to Bid Number 1325

Item 1



Northwest Region
Baker District





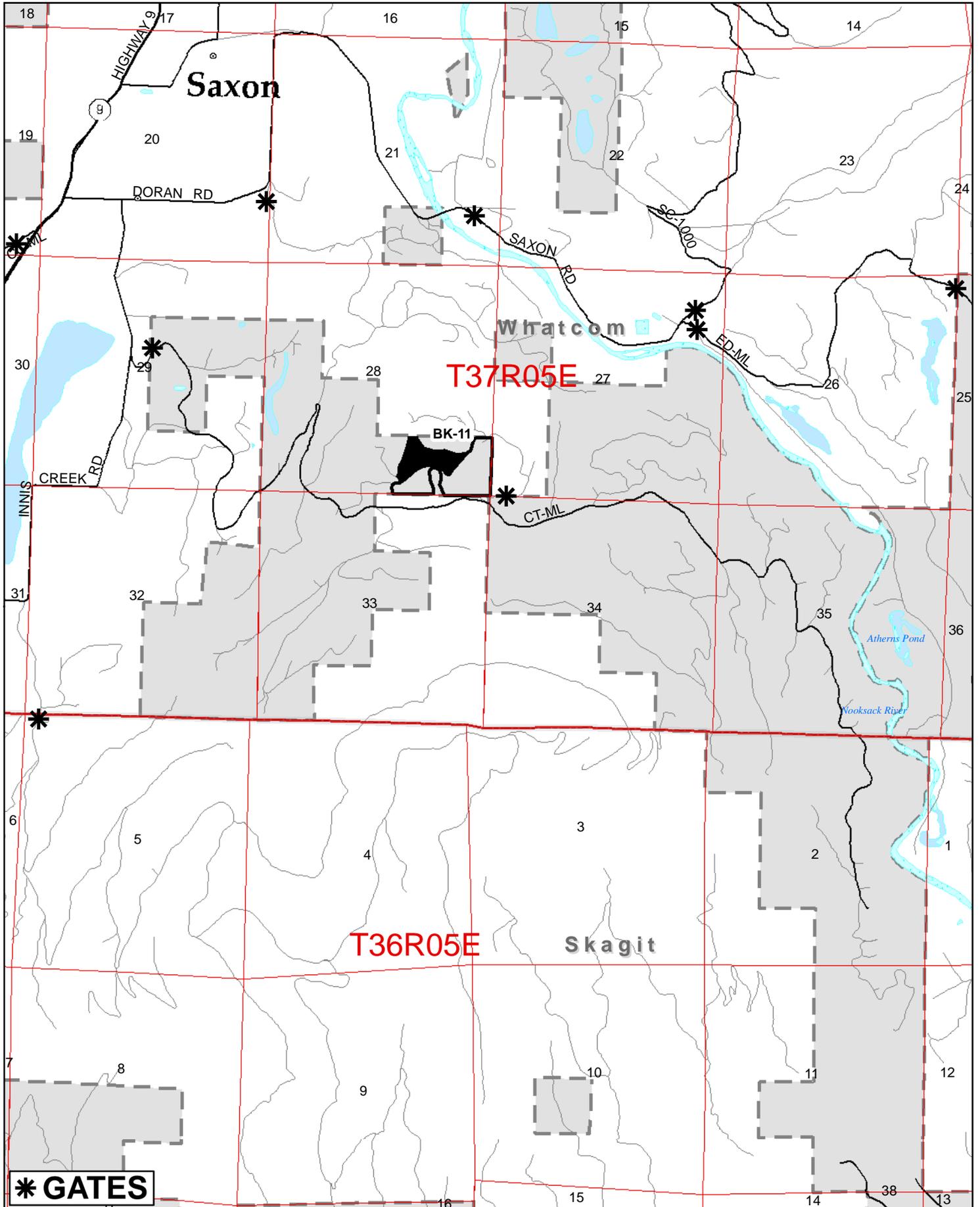
VICINITY MAP

Invitation to Bid Number 1325

Item 1



Northwest Region
Baker District





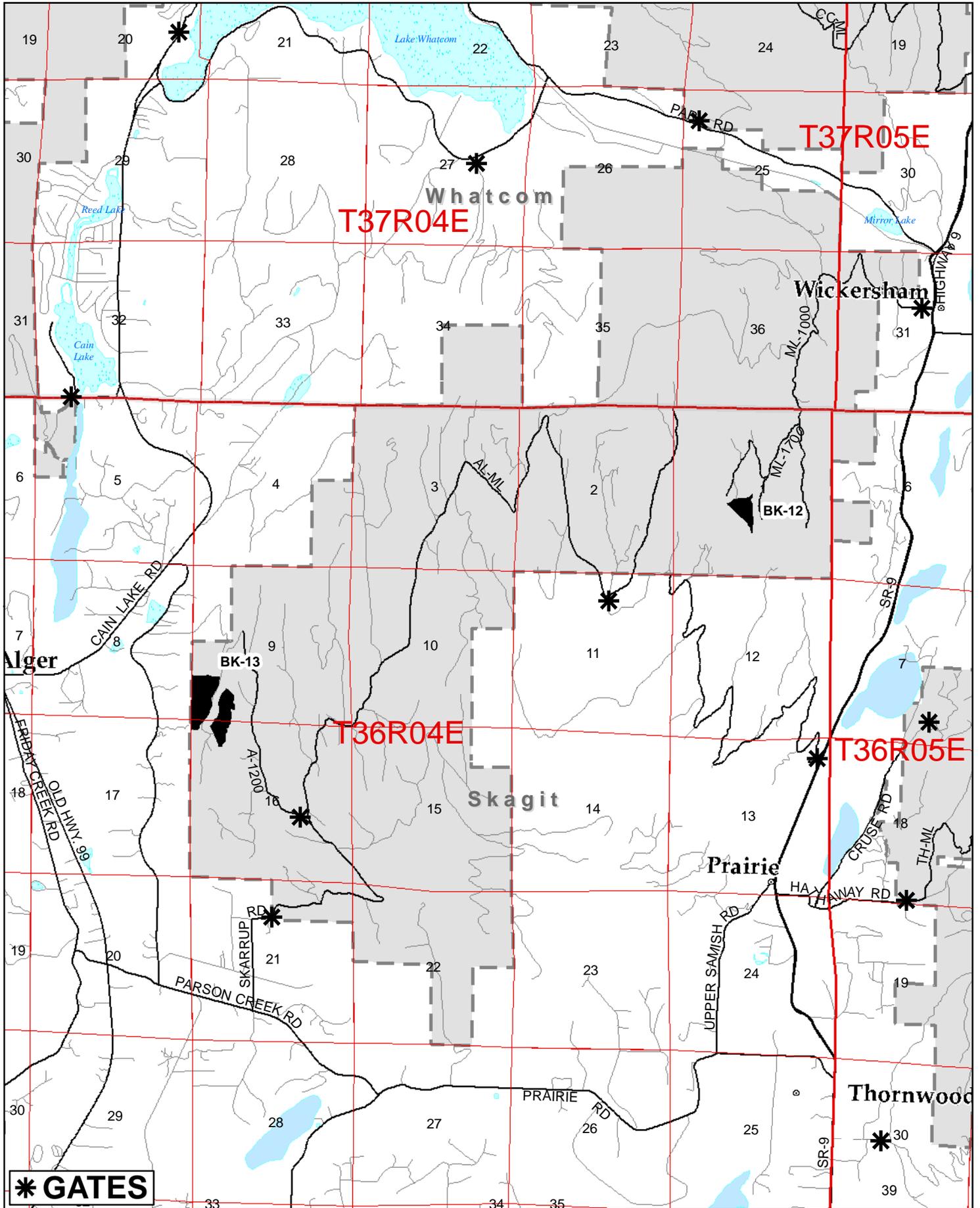
VICINITY MAP

Invitation to Bid Number 1325

Item 1



Northwest Region
Baker District





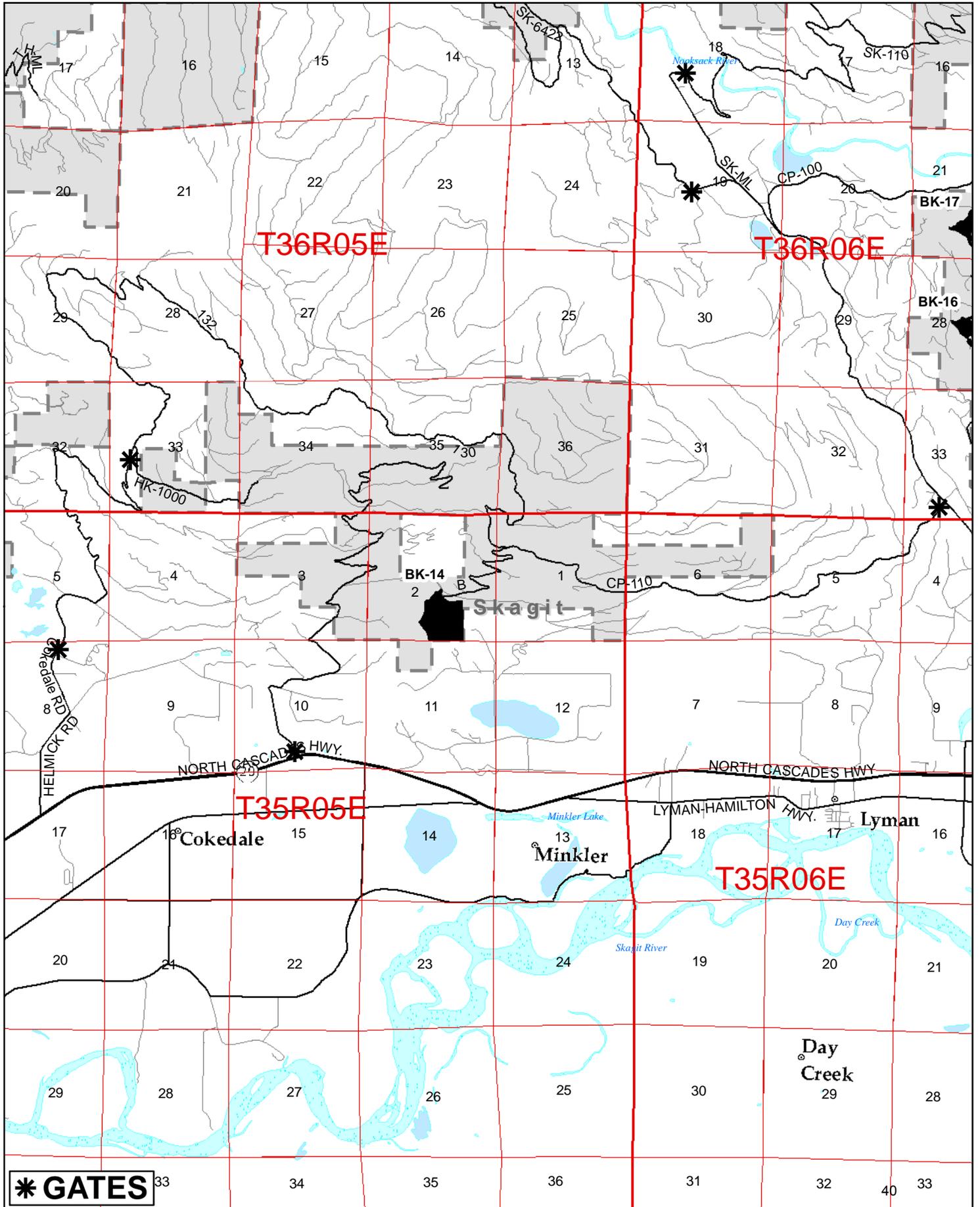
VICINITY MAP

Invitation to Bid Number 1325

Item 1



Northwest Region
Baker District





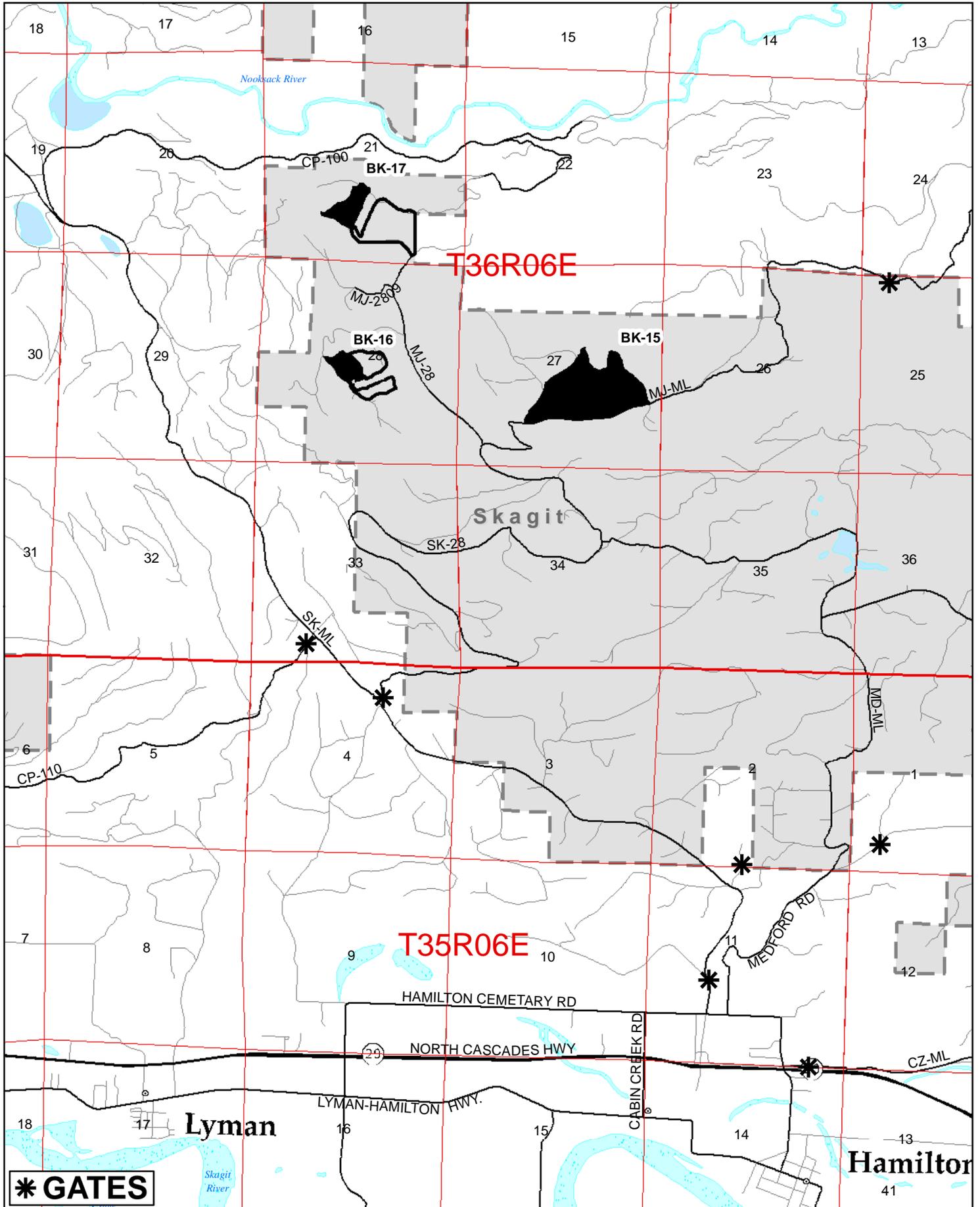
VICINITY MAP

Invitation to Bid Number 1325

Item 1



Northwest Region
Baker District





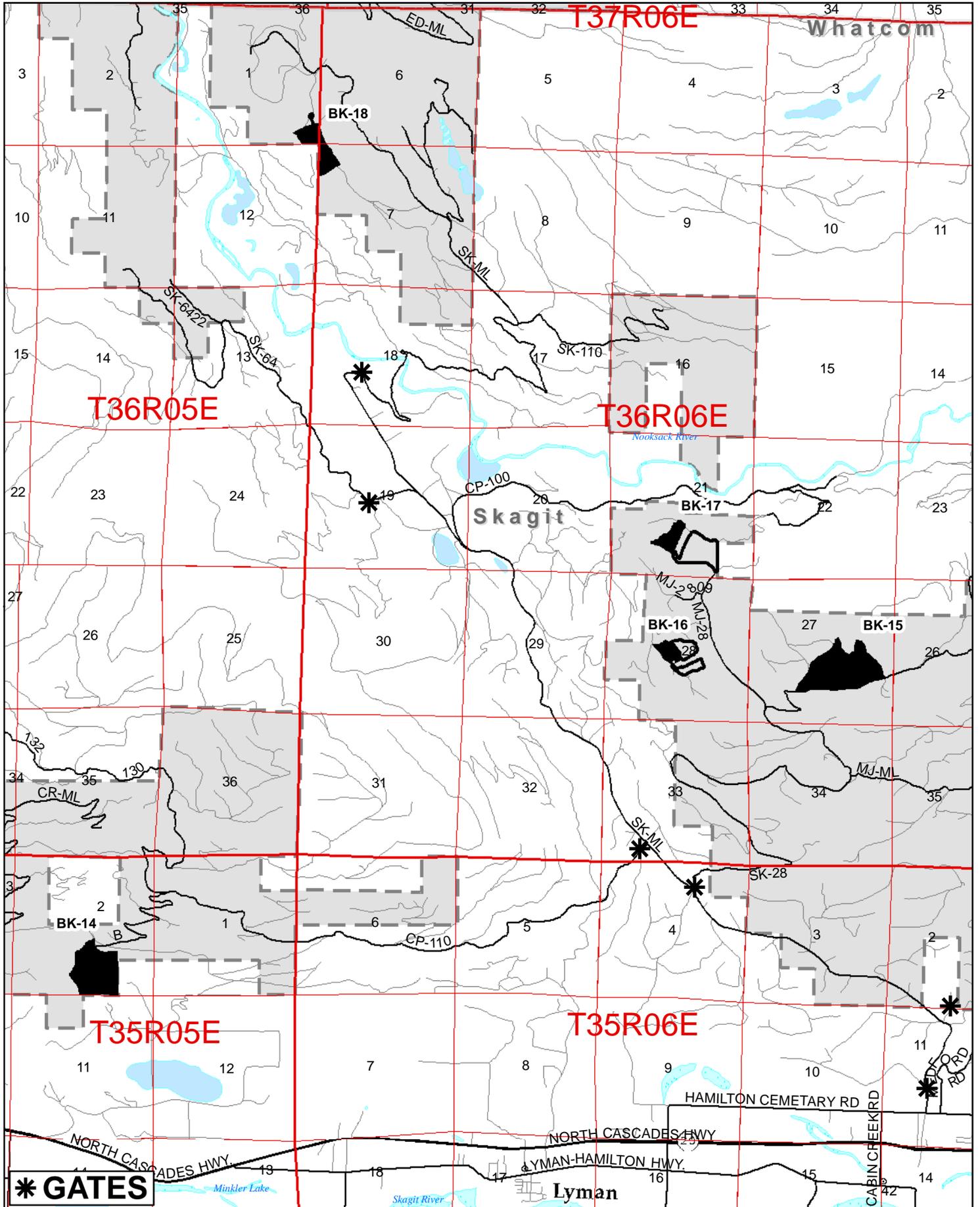
VICINITY MAP

Invitation to Bid Number 1325

Item 1



Northwest Region
Baker District



SECTION IV BID FORM

CONIFER RELEASE, HAND CUTTING

INVITATION TO BID/CONTRACT NUMBER **1325**

Award of contract shall be on an **Item** basis as per Clause 1-42.

At the following rates, the undersigned hereby offers and agrees to furnish materials, equipment, supplies, supervision, and services in compliance with all terms, conditions and specifications of Invitation to Bid/Contract Number **1325**.

Item No.	Unit No.	Acres ¹	Trust	Unit Bid Price (Per Acre)	Unit Total ²
1	BK-1	69	01	\$ _____/Ac	\$ _____
	BK-2	17	01	\$ _____/Ac	\$ _____
	BK-3	39	01	\$ _____/Ac	\$ _____
	BK-4	61	01	\$ _____/Ac	\$ _____
	BK-5	60	01	\$ _____/Ac	\$ _____
	BK-6	51	01	\$ _____/Ac	\$ _____
	BK-7	20	01	\$ _____/Ac	\$ _____
	BK-8	25	03	\$ _____/Ac	\$ _____
	BK-9	4	03	\$ _____/Ac	\$ _____
	BK-10	53	01	\$ _____/Ac	\$ _____
	BK-11	18	01	\$ _____/Ac	\$ _____
	BK-12	12	04	\$ _____/Ac	\$ _____
	BK-13	46	01	\$ _____/Ac	\$ _____
	BK-14	65	01	\$ _____/Ac	\$ _____
	BK-15	89	01	\$ _____/Ac	\$ _____
	BK-16	12	01	\$ _____/Ac	\$ _____
	BK-17	17	01	\$ _____/Ac	\$ _____
	BK-18	<u>31</u>	01	\$ _____/Ac	\$ _____
TOTAL		689 ACRES			\$ _____

Please limit my total award to a maximum of approximately _____ acres.

SECTION IV
Minority Statement

The business named hereon is certified by the Office of Minority and Women's Business Enterprises and is bidding as a _____ owned business. (Enter either minority or woman, if appropriate.)

Firm Name _____ Address _____

Signature _____ City and State _____

Title _____ Phone _____

Note:

Detach and return one (1) copy of this form as per Clause 1-22.

¹An approximate number.

²Exclusive of Washington State Sales Tax.

SECTION V
OFFER and CONTRACT AWARD

OFFER (For Bidder Use Only)

On condition of a contract award within sixty (60) days of bid opening and for the bid price the undersigned hereby offers and agrees to furnish materials, equipment, supplies, supervision, and services in compliance with all terms, conditions and specifications of Invitation to Bid/Contract Number **1325**. Submittal of this document with authorized signature constitutes complete understanding of all terms and conditions. And further, submittal of this document constitutes acceptance of and agreement to comply with all terms and condition of the contract if awarded, and verifies that all goods and services will be available throughout the contract period.

(Company Name)

(Address)

(City) (State) (Zip)

(UBI No.)

(L & I Industrial Insurance Account No.)

(Farm Labor Contractor License No.)

(Federal I.D. No. or Social Security No.)

By: _____
(Signature) (Date)

(Typed or Printed Name)

(Title)

(phone No.)

CONTRACT AWARD (For Dept. of Nat. Resources Use Only)

Contract Number **1325** is hereby awarded and executed between _____ and the State of Washington, Department of Natural Resources, to be effective _____, **2011**. This award is for Item Number(s) **1**.

State of Washington,
Department of Natural Resources

By: _____
(Signature) (Date)

Ben Cleveland
Northwest Region Manager

NOTE: Detach and return this form per clause 1-22.