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

Northeast Region

INVITATION TO BID
Contract Number # 1301
Highlands District – Pontiac Trap

Contract Digest: Pre-Commercial Thinning (PCT)
(PCT is the cutting and/or removal of certain trees from a stand to regulate the number, quality and distribution of the remaining crop trees. The thinned trees have no commercial value.)

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SECTION I

Notice to All Bidders

Instructions to All Bidders

SECTION I

NOTICE TO ALL BIDDERS

Bids will be received at the Department's Northeast Region office. Mailing address:

Department of Natural Resources
Northeast Region
225 S. Silke Road
Colville, WA 99114

Bid Opening: Bids will be accepted at the Department's Northeast Region office until 2:00 PM on November 4, 2010 at which time and place all bids will be opened and read aloud.

You are invited to bid this work and are advised to examine the areas prior to bidding. Questions pertaining to unit(s) can be answered by contacting Department Representative Brian Broznitsky, (509) 684-7474.

INSTRUCTIONS TO ALL BIDDERS

Deliver 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:

Loren D. Torgerson, Region Manager
Department of Natural Resources
Northeast Region

The bid and bid deposit must be received at the Department's Northeast 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:	Loren D. Torgerson, Region Manager Department of Natural Resources Northeast Region
Upper left corner:	Bidder's Address
Lower left corner:	Precommercial Thinning - "Sealed Bid" Invitation to Bid/Contract No. 1301

Questions concerning this Invitation to Bid/Contract should be referred to Department Brian Broznitsky of the Northeast Region office by calling (509) 684-7474.

SECTION II

Division I - Bidding Requirements

Division II - General Provisions

Division III - Specifications

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 of FIVE HUNDRED DOLLARS ($500) 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. The bid deposit must be in the form of certified check and must be delivered to the Department's Region 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.

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 deposit 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" or an individual "Unit" as specified in the Bid Form. An "Item" shall be a specific group of individual "Units". "Items" or "Units" 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/Contract 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 (Clause 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 An Award Instructions letter and a copy of the executed contract will be mailed to the successful bidder. The contract award is conditioned on the following: Within ten (10) days after the Contractor receives the Award Instructions letter the Department must receive from the Contractor the performance/damage deposit, certification of insurance, and the Contractor's Declaration of Industrial Insurance Status as specified in Clauses 1-31, 2-24 and 2-29 respectively, and furthermore, the Contractor shall submit the aforementioned through the Department's Region office specified in Instructions To All Bidders (page 2). 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 1-23).

SECTION II, Division II - General Requirements

2-10 Definitions

2-11 Department: The Department of Natural Resources of the State of Washington, acting 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, the 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 The Contractor shall have and maintain for the life of the contract, liability insurance covering each motor vehicle operating hereunder with limits not less than $1,000,000 personal injury and property damage. The Department shall be supplied with a certificate of insurance coverage, as per Clause 1-45.

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 any and all employees.

2-26 In the event of legal contract conflict with the Department, 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 nonshipment 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 and responsible for directing the contracted activities of that site. A contract representative may also act as a crew foreperson (Clause 3-51.02). The Contractor shall designate the contract representative and crew foreperson(s) in writing at the time of the prework conference (Clause 2-71).

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. A Contractor's Declaration of Industrial Insurance Status form will accompany the Award Instructions letter.

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.

2-40 Determination of Payment

2-41 Compliance and payment for work performed will be based on the following:

2.41.01 The flagging, cutting lines, roads, etc., designated as boundaries under Section 2-100 and defined in detail on the Unit Description Table attached, provide the basis for determining acreage satisfactorily 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 by error. If work extends beyond unit boundaries, charges may be levied against the Contractor by the Department for damages suffered, or other parties suffering damages.

2-41.02 Determination of work satisfactorily completed is described in Clause 2-42A.

2-42A Satisfactory Work Compliance

2-42A.01 Circular plots 1/20th acre (26.3 foot radius horizontal distance) will be established by the Department to check contract specifications compliance and as a basis for determining satisfactory quality.

2-42A.02 A minimum of two (2) plots for each five (5) acres accomplished.

2-42A.03 Acceptable spacing and number of trees per acre as specified in the Unit Description Table for the unit is based on the following Per Acre Zone of Acceptance:

PER ACRE ZONE OF ACCEPTANCE

Number of Crop Trees

Spacing	Minimum	Average	Maximum
11' x 11'	330	360	380
12' x 12'	273	303	323
13' x 13'	228	258	278
14' x 14'	192	222	242
15' x 15'	164	194	214
16' x 16'	140	170	190
17' x 17'	121	151	171
18' x 18'	104	134	154
19' x 19'	100	121	140
20' x 20'	90	109	120

2-40 Determination of Payment (continued)

2-42A.04 The required number of "crop trees" per acre must fall between the maximum and minimum as listed in the Per Acre Zone of Acceptance and as specified by spacing in the Unit Description Table. Crop trees not meeting these specifications is unsatisfactory work.

2-42B Unsatisfactory Work Compliance

2-42B.01 The Department Representative will inspect the contract work to determine if treatment is satisfactory. The Contractor will be notified of any unsatisfactory unit(s) or parts thereof.

2-42B.02 Removal of crop trees or poor selections of crop trees for any reason is defined as stand damage.

If overcutting of acceptable crop trees leaves a maximum treeless space (dimensions shown below) on one-half (1/2) of the compliance plots installed or if any one such void exceeds three times the spacing requirement, the work on that unit will not be paid for. More severe damage will result in cancellations of the contract and forfeiture of the performance/damage deposit.

Spacing (ft.)	Maximum Treeless Space Permitted (ft.)
11' x 11'	22' x 22'
12' x 12'	24' x 24'
13' x 13'	26' x 26'
14' x 14'	28' x 28'

2-42B.03 If undercutting occurs according to the contract specification, payment will be withheld on the unsatisfactory unit(s). The Contractor shall return at no additional expense to the Department, and retreat unsatisfactory unit(s) or parts thereof. In the event the contract is terminated for unsatisfactory performance, payment will be made as set forth in paragraph 2-43 below for work satisfactorily completed.

2-42B.04 All undercutting work must be corrected to the satisfaction of the Department Representative before work may be performed in any other portion of the unit or other units.

2-43 Payment shall be made as follows:

2-43.01 Payment may be made by the month, unit 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 obligations to adhere to the schedule of payments so arranged.

2-40 Determination of Payment (continued)

2-43.02 Partial payment may be made upon completion of part of a unit 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 contract representative (Clause 2-28) shall sign the Contractor's Billing Invoice and Compliance Report after completion of each such "sub-unit" being 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 Region office for processing.

2-43.03 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 unit. Final payment will not be made to the Contractor unless the Contractor's Billing Invoice and Compliance Report form are signed by the Contractor or contract representative and the Department Representative, and "final" payment is designated thereon.

2-43.04 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.

2-43.05 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. DNR will return this retainage approximately 45 days following close of the quarter in which the work was completed. However, if the Contractor notifies DNR in writing that they have paid all L&I premiums associated with the Item(s) of this Contract, DNR will, upon determination that the Contractor has met all financial obligations for industrial insurance premiums related to the Item(s) of this Contract, work diligently to return the retainage as soon as practical.

2-50 Nondiscrimination

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

2-51.01 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 recruitment advertising, layoff, or termination, rates of pay or other forms of compensation, and selection for training.

2-51.02 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.

2-51.03 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 advising the said labor union, or worker's representative of the Contractor's commitments under this section.

2-51.04 The Contractor shall include the provisions of the foregoing paragraphs: 2-51.01, 2-51.02 and 2-51.03 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 Section 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 select 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 Clauses 2-28, 2-43.01, 2-72). The time and place of the prework 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. 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.

2-73 The Contractor shall obtain written permission to begin work on a unit. Such permission shall be applied for through the Department's Region office listed in the Notice To All Bidders section of the contract. Permission requests will require a minimum of two working days to process. The Department at its option may require person-to-person discussions between the Contractor and selected Department representatives prior to granting the required written 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 work days. 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 in accordance with contract requirements herein (see Clauses 1-45, 2-71, 2-73 and 2-74). 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 Section 2-40).

2-80 Work Progress and Contract Performance (continued)

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.

2-84 Liquidated damages will be assessed for any and all delays extending beyond the final contract completion date according to the following schedule based on growth losses resulting from delays. Delays beyond the Contractor's control, resulting from Acts of God, and/or shutdowns or delays imposed by the Department because of fire conditions, weather, threat of insect damage, conflict with other operations, and labor strikes will not count toward the contract time period, and lieu-time extending beyond the original completion date will be earned for such delays.

2-84.01 Schedule of liquidated damages.

	High Site (S.I. 110+)	Low Site (S.I. 110 and below)
Lost Growth Value per acre per season*	$10/Ac/Yr	$5/Ac/Yr
	$1.43/Ac/Mo	$.71/Ac/Mo

Note: Ages less than 10 years deduct 33%
Ages 10-14 use full value
Ages 15-19 years deduct 33%
Ages 20 years + deduct 66%

*Season refers to growing season. Defined as March 15 through October 15, a total of seven (7) months. Proration for parts of the year will be from mid-month to mid-month, 1/7 of the total above per monthly period, based on whole months only. No damages will be assessed for extension or delays outside the growing season.

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.

2-92 The Contractor shall not be permitted to operate any faulty power equipment saw having a spark arrester which has not been approved by the Department, a leaky gas cap, defective power cord, or any other condition which is known to start fires. During periods of dangerous weather as designated by the Department, saws may not be operated.

2-93 The Contractor shall not build any open fires at any time of the year on the contract area without first obtaining written permission from the Department.

2-94 The Department shall assume fire fighting costs or fire fighting costs will be paid out of the appropriate contingency fund depending on cause of fires spreading through the slashing treated by the operation, provided that such fires are not a result of the Contractor's negligence; in event that such fires are a result of Contractor's negligence, then fire codes of the State of Washington shall apply.

2-95 If extraordinary slash conditions create an extreme fire hazard as determined by the Department, the Contractor may be required to take extraordinary measures to prevent and control fires during operations or for a reasonable period after operations. When required, these will be specifically set forth in an attachment to this contract.

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 and are designated on the unit map.

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 Use of State owned lands, landings, roads, and Department campgrounds by the Contractor or the Contractor's employees for the purpose of lodging, parking, or camping done in connection with an operation is permitted only at the express approval of the Department and may be revised or revoked for cause at any time. Camping restrictions or requirements such as chemical toilets and garbage can, but not limited thereto, may be imposed at the option of the Department.

SECTION II, Division III - Specifications

3-10 Definitions

3-11 D.B.H. - Diameter at breast height, a point on the tree stem 4 feet above ground level.

3-12 Crop Tree - These are usually the largest conifer trees with good form.

3-13 Contractor Selection of Leave Trees - Crop and leave trees are unmarked and will be selected by the Contractor.

3-14 Surplus Trees - All trees designated for cutting.

3-15 Mechanical Treatment - The use of power saws, axes, or other approved tools to remove trees.

3-16 Slash - For the purpose of this contract, shall mean all debris created on the contract area by the precommercial thinning operation.

3-17 Buffer Zone - An area designated to be left along roads in which there will be no cutting.

3-18 Mistletoe Thinning - Removal of designated conifer trees bearing visible mistletoe plants on branches as well as visible plants or infections on the bole.

3-20 Leave Tree Selection

3-21 Selection of leave trees or crop trees will be made by the Contractor according to the specifications and terms found below and in the Unit Description Table attached hereto.

3-22 Two contrasting thinning procedures are recognized. These are:

1. Thinning on a simple spacing basis.
2. Thinning on a diameter limit basis.

The particular method to be used is designated for each unit on the Unit Description Table.

3-23 When thinning on a spacing basis, the Contractor will select and leave uncut the largest live conifer trees of good form and vigor that will maintain the average spacing designated in the Unit Description Table except that trees immediately adjacent to voids should be thinned more lightly and clumps or patches should not be left unthinned to make up voids or holes in the stand. When this exception is justified, a 6'x 6' spacing will be used. Spacing is determined by the average number of desirable trees left uncut per plot, exclusive of natural openings.

Example: In a 12'x 12' spacing basis, every plot should contain 15 to 17 properly selected crop trees except for openings. (See 2-42A.03)

3-20 Leave Tree Selection (continued)

3-24 When thinning on a diameter limit basis, Contractor shall cut trees exceeding the diameter limit only when they are clearly diseased, damaged, or deformed. Trees smaller than the diameter limit shall be thinned on a spacing basis that will leave uncut the largest live conifer trees of good form and vigor that will maintain the spacing designated in the Unit Description Table. As a general rule, small trees growing into the canopy of the larger trees are to be cut. Spacing is to be determined by the average number of trees left uncut per plot, including trees above the diameter limit as well as below. Care should be taken by the Contractor in this type of thinning not to damage the stand by cutting trees so as to create undesirable openings or voids in the stand. The tree count per plot for this type of thinning must continue to fall within the Per Acre Zone of Acceptance except when desirable trees exceeding the diameter limit comprise a majority of the total tree count. Then the Per Acre Zone of Acceptance is increased by the number of trees above the diameter limit exceeding a simple majority.

3-25 When mistletoe control is the objective of the thinning, the above spacing requirements are waived when acceptable crop trees are not available. Acceptable crop trees are to be selected by the following priorities. Mistletoe infected trees not within the following priorities are to be cut regardless of spacing and/or diameter.

Priority 1. Free from visible infection.

Priority 2. Use the following cutting priority mistletoe rating table.

Cut all trees exceeding the rating below:

DBH Classes	Maximum Allowable Rating[1]
1" - 2"	0
3" - 4"	1
5" - 6"	2
7" +	3

[1]Significance of the rating is shown on plastic pocket card provided the Contractor when thinning in mistletoe.

3-26 Unit Description Table will also show special requirements on certain units. If special requirements noted on the Unit Description Table conflict with requirements herein, the special requirement will prevail.

3-30 Trees To Be Cut

3-31 Except for crop or leave trees specified above and in the Unit Description Table, the Contractor shall cut the following:

1. When thinning is done on a spacing basis, remove all surplus conifer trees more than four (4) feet in height. When thinning is done on a diameter limit basis, remove all surplus conifer trees more than one (1) inch in diameter two (2) feet above ground.

3-30 Trees To Be Cut (contined)

2. All red alder, bigleaf maple, cherry, and other hardwoods more than four (4) feet in height, growing within twenty (20) feet of a conifer crop tree shall be cut except that vine maple, elderberry and other low growing hardwoods need to be cut only when they seriously compete with the conifer crop trees by reason of height greater than 2/3 of the average conifer height. Hardwoods are not to be cut where their removal will create voids in the stand with dimensions greater than fifty (50) feet to side or where their removal will leave live streams unshaded.

3. All diseased, damaged, or deformed trees as described below are to be cut.

   a. Trees with thin, ragged crowns of yellowing needles typical of Phellinus (Poria) weirii and Armillaria mellea infection.

   b. Trees with scars or open wounds on the lower bole involving more than one-half (1/2) circumference of the bole.

   c. Trees with more than twenty (20) degrees lean or trees with crook or sweep in the lower bole protruding outward from a straight line more than twelve (12) inches.

   d. Trees with broken boles or girdling of the bole where only the lower part of the living crown remains.

   e. Trees with double tops of forked trees when other more suitable trees are available.

   f. Western hemlock infected with dwarf mistletoe in western Washington.

   g. Any white pine that exhibits traits of white pine blister rust, such as stem/bole cankers and red-flagged foliage, when other more suitable trees are available.

   Damaged or deformed trees are not to be cut when their removal will create voids in the stand. Diseased trees infected with root rot or mistletoe as described above, under a and f, are always to be cut.

3-32 All Sitka spruce and white pine are to be cut whenever other healthy, well established conifers are available. Healthy Sitka spruce and white pine are not to be cut when their removal will create voids in the stand. Damaged, diseased, or weeviled trees of these species shall always be cut when other more desirable species can be left.

3-33 On certain units designated on the Unit Description Table where mistletoe control is the objective, a tree-free corridor will be left to contain surrounding infections. When such corridors are to be cut, they will be shown on the unit map and marked on the ground. Cutting will be confined to the species infected with mistletoe. Other species will be left but thinned according to the normal spacing and/or diameter designated.

3-34 Trees will be cut below the lowest live limb and cut completely free of the stump. Cut trees may be left standing if they do not fall of their own accord on certain units. On other units, cut trees must be on the ground and not "hung up" or leaning against crop trees. These requirements are indicated by unit on the Unit Description Table. Stumps shall not exceed a twelve (12) inch height unless snow conditions prevent this. In no case shall stumps exceed an eighteen (18) inch height.

3-35 Trees felled into streams shall be removed and streams shall be left in their original state. Some streams will be protected and cutting will not be permitted within the specified area. These are marked out on the ground and designated on the unit map.

3-30 Trees To Be Cut (continued)

3-36 Care should be taken not to damage fences or any other improvements situated on the unit during the thinning operation as any such damage will be repaired at Contractor's expense. Trees adjacent to the fence are to be felled away from the fence and all slash falling on fence shall be removed and distributed back into the unit. Slash falling onto lands not owned by the State shall also be removed and distributed back into the unit.

3-40 Order of Selection of Leave Trees

3-41 The order of selection of leave or crop trees will be as follows:

3-41.01 Leave dominant and necessary co-dominate trees.

3-41.02 Maintain specified average number of trees per acre.

3-41.03 Maintain specified average spacing.

3-50 Contractor and Department of Natural Resources Obligations

3-51 Contractor shall furnish:

3-51.01 All safety equipment.

3-51.02 Worker strength of not more than five (5) persons per foreperson in each crew.

3-51.03 All costs of operation and maintenance not specifically furnished by the Department under 3-52 below shall be borne by the Contractor.

3-51.04 All equipment and supplies for mechanical treatment.

3-51.05 Crew Strength Requirements (Precomm Thinning)

The Contractor shall provide and maintain for the duration of the contract crew strength determined as follows, assuming only full time workers will be employed. If part time workers are involved, additional workers must be provided in inverse proportion to the percentage of available workdays, assuming a maximum of 175 workdays per year are actually available.

Average stems to cut per acre weighted by unit acreage	Crew person excluding fore-person required for each acreage fraction awarded
Less than 1000 s-p-a	1 person per each 350 acres or part thereof awarded
1001 to 2000 s-p-a	1 person per each 250 acres or part thereof awarded
2001 to 3500 s-p-a	1 person per each 150 acres or part thereof awarded
3501 s-p-a plus	1 person per each 75 acres or part thereof awarded

3-50 Contractor and Department of Natural Resources Obligations (continued)

3-52 Department shall furnish:

3-52.01 A Department Representative to acquaint the Contractor with each unit to be worked and to conduct periodic field inspections.

3-52.02 Boundary marking and access to the unit as reasonably necessary to complete the contract.

3-60 Buffer Zone

3-61 Slash or debris resulting from the precommercial thinning operation that occupies roads, ditches, and road banks or falls into a designated buffer zone, shall be removed by the Contractor and redistributed within the thinned area at the end of every day, or more often on well traveled roads.

3-62 On certain units designated in the Unit Description Table, a buffer zone along certain roadways will be required for fire protection purposes. No trees will be cut in the buffer zone. Buffer zones will be shown on the unit map, when required, and will be either fifty (50) feet or one hundred (100) feet wide as specified in the Unit Description Table. Inasmuch as buffer zones are located along clearly defined roadways, no special markings will be provided on the ground. The Contractor is to measure out the correct width from the tree line at the edge of the road. Measurements are to be taken at right angles to the roadway and measured along the surface of the ground.

SECTION III

Unit Descriptions

Unit Maps

SECTION III, UNIT DESCRIPTION

PRECOMMERCIAL THINNING: INVITATION TO BID/CONTRACT NUMBER: **1301**

Region: **Northeast** District: **Highlands**

Unit Name: **Pontiac PCT** Item Number: **1** Unit Number: **1 and 2** Trust: **03**

Unit # 1 & 2: Section **36**, Township **40N**, Range **30E**, W.M.

SPECIFICATIONS

Contract Period: **November 5th 2010 to June 16th 2011**

Net Acres: **237 total (178 acres Unit #1, 59 acres Unit #2)**
Desired Spacing: **14ft X 14ft** Stems/Acre After Thinning: **222**

Boundaries: **Units #1 and #2 are marked with pink ribbon.** See unit map on page: **23** .

Disposal Of Trees: **Pre-existing roads shall be left unobstructed using directional falling or slash removal, all regeneration on cut and fill sides of roads shall be cut. All material that lands on or across fences shall be removed immediately. All material generated shall be slashed to less than four feet above the ground. Do not fall any trees onto or across the Marias Creek Road.**

Special Requirements: **Preferred crop trees will be prioritized as follows; Western Larch, Douglas-Fir, Engelmann Spruce, and Subalpine Fir free of defect and disease with at least a 40% crown ratio meeting the desired average spacing criteria.**
If the contractor encounters distinct clumps dominated by stems greater than 5 inches in diameter at breast height (Dbh) average spacing shall be increased to 18ft X 18ft spacing.
Crop trees immediately adjacent to voids greater than 20ft X 20ft should have spacing reduced to take advantage of additional growing space.
Space 16ft off of healthy veteran Douglas Fir and Western Larch. Maximum stump height shall be 4 inches cut flush (horizontal) with no hinging or live limbs acceptable. Minimum live tree cutting height will be 3 feet tall. Do not cut any trees greater than 7 inches Dbh.
All snags will be retained unless they are deemed an occupational hazard, treat snags as ghost trees.

GENERAL INFORMATION - The following information is provided as a courtesy to bidders. This information is a general estimate and as such may not be accurate.

Elevation: **3,700 to 4,600 feet** Slope: **0 to 50 percent** Aspect: **Varies by Unit** Snow Period: **Dec. 1 to Apr. 15**

Shutdown Zone: **678 East**

Existing Species: **Douglas-Fir, Western Larch, Engelmann Spruce, & Subalpine Fir.**

Approx. Stems/Acre to be Cut: **0 to 2,000 (these units have some variability, there are small patches with high stems per acre and patches with little to no stems per acre), based on plot data the average stems per acre to be cut across the units will be 1,193.**

Approx. Average Diameter: **3 inches**

Additional Comments: **Unit 1 and the north eastern portion of unit 2 in this contract are within timbersale harvest areas that were harvested in 2009. This area is composed of small to moderate sized thickets of regeneration (less than one acre to five acres) separated by openings created through harvest and naturally occurring (rock outcrops, grassy slopes etc.). The intent of this proposal is to thin out the thickets and slash regeneration damaged as a result of harvest. Operations may continue until snow depths reach 6 inches or authorization is provided in writing. There are several moderate sized openings (1/4 acre to 2 acres) within all units that will require minimal work. The stand is typified by three age groups, 5 to 25 years old, 30 to 50 years old and an overstory of 80 to 100+ year old trees. Due to this spread of age classes there are patches of small diameter rather tall trees with little existing crown, mixed with patches of younger shorter trees with more crown. Heights of trees to be treated range from 3' to 40' only leave trees that have height to crown ratios of 40% or more. If needed clump taller trees with less crown to avoid creating openings. Densities range from 0 to 2,000 TPA, and**

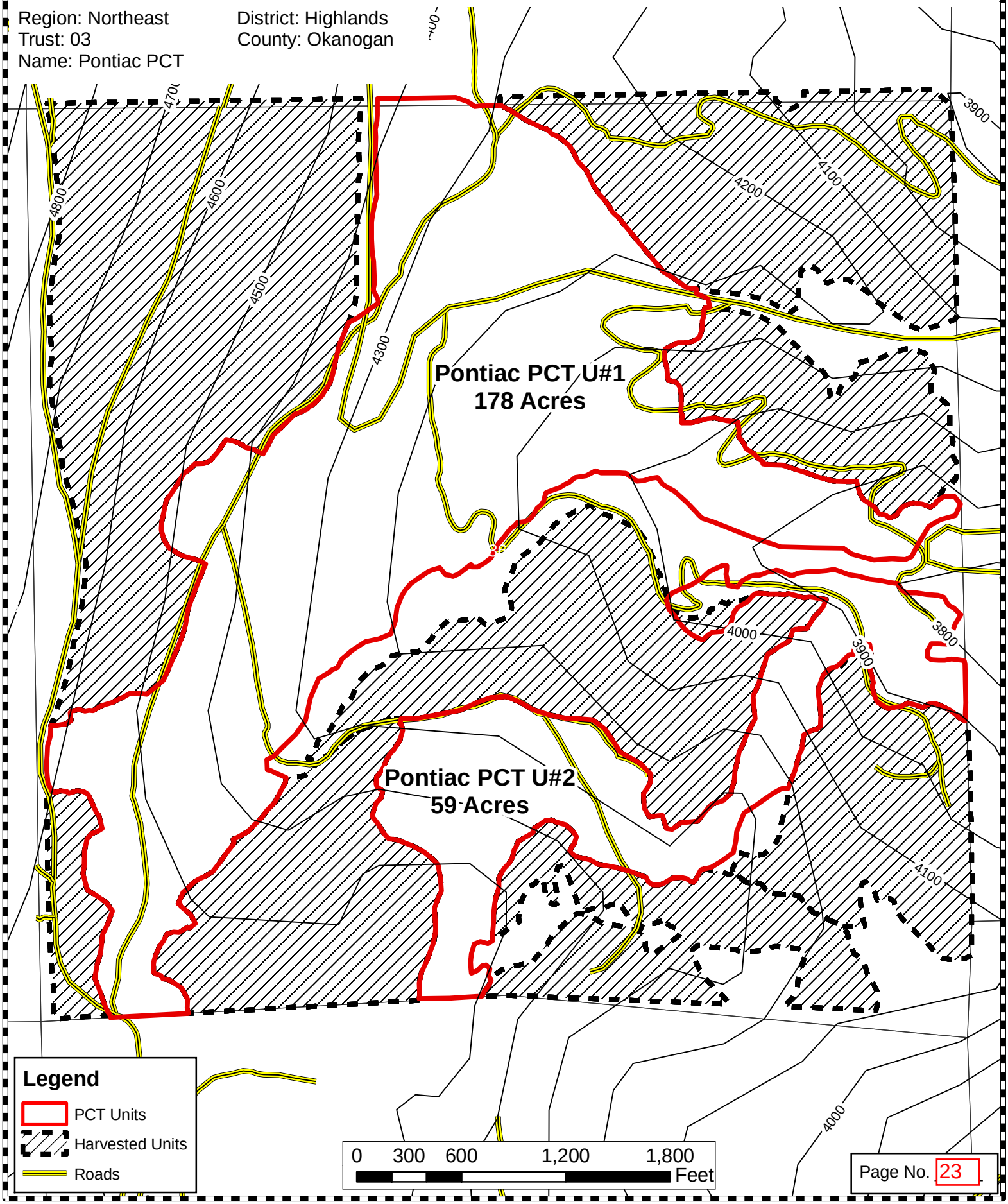
the growth rates over the last 5 years range from 2' to 6'. The remaining portion of unit 2 consists of very similar regeneration, as far as species composition and density. However, there has not been recent harvest activity in the unit resulting in fewer openings.

SECTION III, UNIT MAP (TOPO)

PRECOMMERCIAL THINNING **INVITATION TO BID/CONTRACT NUMBER** 1301

Region: Northeast
Trust: 03
Name: Pontiac PCT

District: Highlands
County: Okanogan

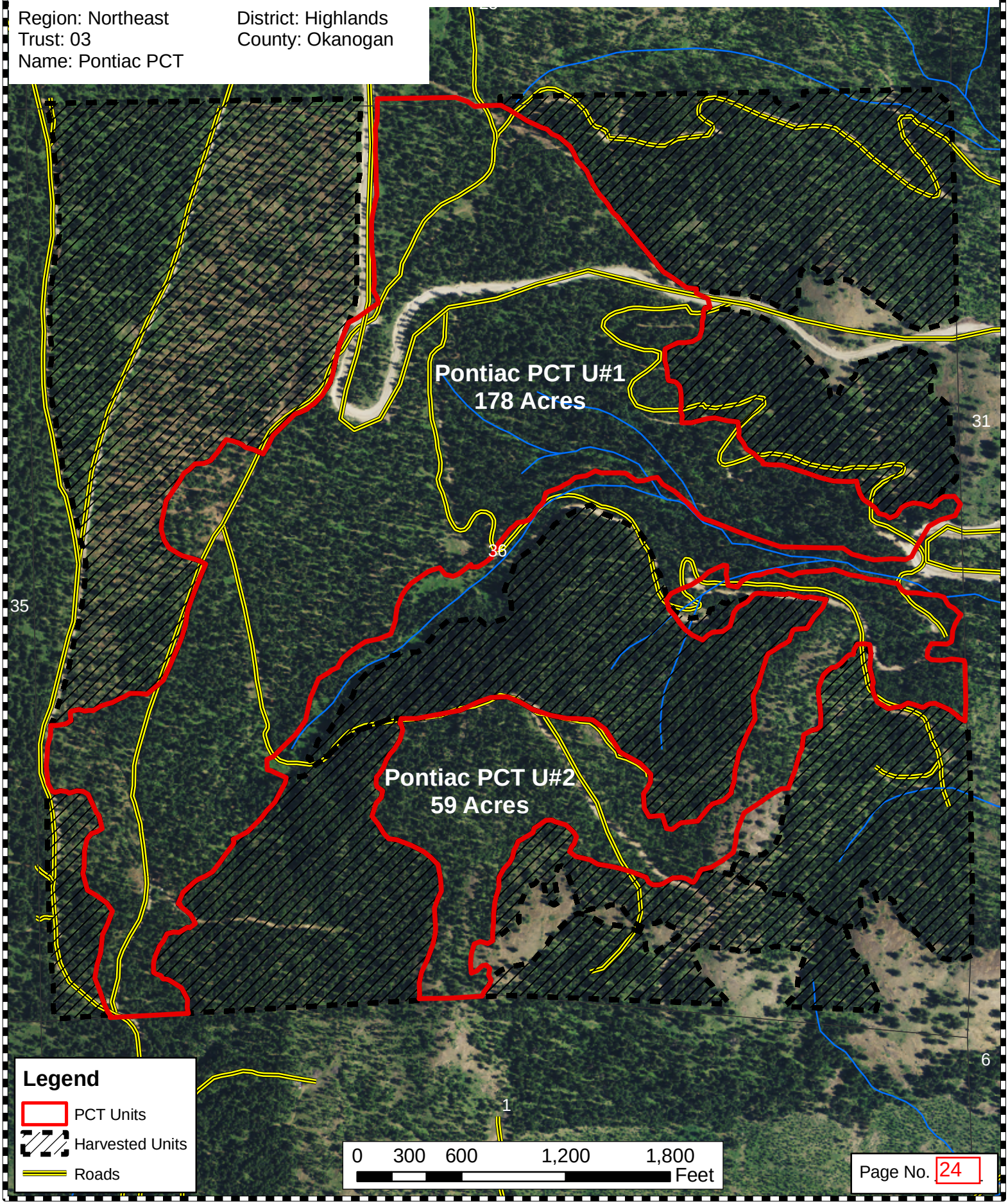


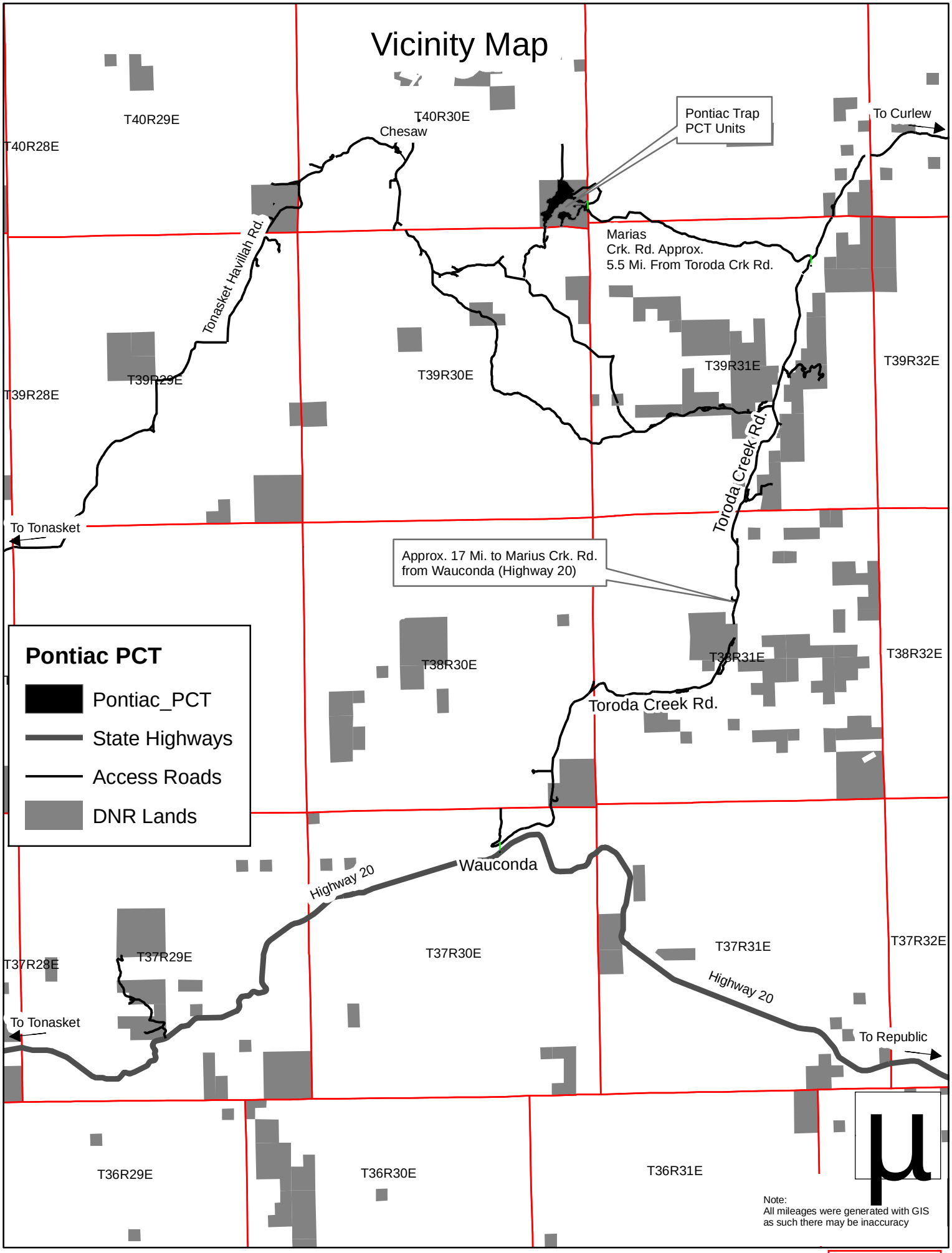
SECTION III, UNIT MAP (ORTHO)

PRECOMMERCIAL THINNING **INVITATION TO BID/CONTRACT NUMBER** 1301

Region: Northeast
Trust: 03
Name: Pontiac PCT

District: Highlands
County: Okanogan




Vicinity Map
T40R29E
T40R30E
T40R28E
Chesaw
Pontiac Trap
PCT Units
To Curlew
Tonasket Havillah Rd.
Marias
Crk. Rd. Approx.
5.5 Mi. From Toroda Crk Rd.
T39R29E
T39R30E
T39R31E
T39R32E
T39R28E
Toroda Creek Rd.
To Tonasket
Approx. 17 Mi. to Marius Crk. Rd.
from Wauconda (Highway 20)
Pontiac PCT
Pontiac_PCT
State Highways
Access Roads
DNR Lands
T38R30E
T38R31E
T38R32E
Toroda Creek Rd.
Highway 20
Wauconda
T37R28E
T37R29E
T37R30E
T37R31E
T37R32E
Highway 20
To Tonasket
To Republic
T36R29E
T36R30E
T36R31E
Note:
All mileages were generated with GIS
as such there may be inaccuracy

SECTION IV
BID FORM

PRECOMMERCIAL THINNING INVITATION TO BID/CONTRACT NUMBER **1301**

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 **1301**.

Item No.	Unit No.	Acres[1]	Unit Bid Price (Per Acre)	Unit Total[2]
1	**1 & 2**	**237**	**$_____/Ac**	**$_____**

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

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.

[1]An approximate number.
[2]Exclusive 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 1301. 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 1301 is hereby awarded and executed between_____and the State of Washington, Department of Natural Resources, to be effective _____ , 20_____. This award is for Item Number(s) __1__.

State of Washington,
Department of Natural Resources

By: _____
(Signature) (Date)
Loren D. Torgerson
Northeast Region Manager

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