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

Northeast Region

INVITATION TO BID
Contract Number # 1310

Contract Digest: TREE PLANTING
(Professional tree planting contract that ensures maximum seedling survival and stocking requirements are met.)

Notice to Bidders
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NOTICE TO BIDDERS

You are invited to bid on this contract and are advised to examine the planting units prior to bidding.

Sealed bids will be accepted at the Department's Northeast Region office until 2:00 PM on February 17, 2011 at which time and place all bids will be opened and read aloud. Individuals who wish to request special accommodations for the bid opening (e.g., sign language, interpreters, Braille, etc.) should contact the Department ten (10) Working days prior to the scheduled bid opening.

The sealed bid envelope should be prepared in the following manner:

Addressed to:	Northeast, Region Manager Washington State Department of Natural Resources Northeast Region 225 South Silke Rd. Colville, WA 99114
Upper left corner:	Bidder's Address
Lower left corner:	Tree Planting – "Sealed Bid" Invitation to Bid/Contract Number: 1310

Questions pertaining to this Invitation to Bid can be answered by contacting Brian Broznitsky at (509) 684-7474. Oral explanations, interpretation, or instructions given before the award will not be binding.

The Department reserves the right to amend this Invitation to Bid/Contract by giving written notification to all known bidders at least seven (7) days prior to bid opening.

DEFINITIONS

A. ‘Compliance Forester’ means the Department staff who perform the compliance inspections, approves Work, recommends payment to the Contract Manager, manages the Work Schedule, and assists with seedling distribution.

B. ‘Contract’ means this Invitation to Bid/Contract the Pre-Work Conference packet and all required documents provided by the contractor.

C. ‘Contract Manager’ means the Department staff that processes this Contract, makes payments, provides and facilitates dispute resolution, provides technical advice to the Compliance Forester, and is the first point of contact for questions relating to this Contract or interpretation of Work. The Contract Manager may perform the duties of the Compliance Forester.

D. ‘Contractor’ means the bidder who was awarded this Contract.

E. ‘Department’ means the Department of Natural Resources of the State of Washington, acting through an authorized employee.

F. ‘Designated Contract Representative(s): Those individuals designated by the Contractor on the Pre Work form during the Pre Work Conference (2-11, 2-12)

G. ‘Force Majeure’ means those acts that are unforeseeable and beyond the control of either party to the Contract. Acts of Force Majeure include, but are not limited to: acts of God, the public enemy, fire, or other casualty. Force Majeure may result in an equitable adjustment in the time period to complete the Contract.

H. ‘Item’ means the smallest category of area that can be awarded to one contractor. This contract can be a roll-up of a large geographic area and Items are used for award purposes to identify to the contractor what portions of this contract their specific award is for.

I. ‘Planting Stock’, ‘Trees’, ‘Seedlings’, ‘Trees Planted’, are interchangeable terms in this contract meant to identify Tree Seedlings to be planted under the terms of this contract. Multiple forms of reference exist in this contract in order to conform with standard industry terminology.

J. ‘Pre-Work Conference’ is the meeting between the department and the contractor after award of the contract is made but prior to commencement of work. Items agreed upon in this meeting are signed off by both the department and the contractor and become part of the contract.

K. ‘Region Manager’ means the designated Department staff responsible for managing the affairs of the Department in designated large geographic areas. The Region Manager may perform the duties of the Contract Manager.

L. ‘Unit’ is the individual geographical area that the Work is to be done on. Each unit is specifically identified by number on the Bid Form (Section IV), the Unit Description, and corresponding Unit Map (Section III).

M. ‘Work Schedule’ means the approved timeline for how the requirements of this contract will be fulfilled by the contractor. The work schedule is agreed upon during the Pre-Work Conference by both the department and the contractor.

N. ‘Work’ means the services the Contractor is required to satisfactorily complete this Contract found in Section II Specifications for the Activity and Section III Unit Description

O. ‘Unit Bid Price’ is the rate per acre or per 1000 trees written in the Unit Bid Price column of the bid form (Section IV Bid Form).

SECTION I: INSTRUCTIONS TO BIDDERS AND CONTRACT AWARD

Bid Preparation

1-01 Unit Inspection

Bidders are expected to examine this entire Invitation to Bid/Contract and are urged to inspect the Unit(s) prior to submission of their bid. Bidder acknowledges through submission of their bid that it has ascertained the nature and location of the Work and investigated and satisfied itself as to the general and local conditions which can affect the Work or its cost, including but not limited to:

A. Conditions bearing upon transportation, disposal, handling, and storage of materials;

B. The availability of labor, water, electric power, and road;

C. Uncertainties of weather, river stages, tides, or similar physical conditions at the Unit;

D. The confirmation and conditions of the ground;

E. Seasonal conditions that may affect the timing and use of materials needed for the Work; and

F. The character of equipment and facilities needed to complete the Work.

Bids should include all costs, any failure of the bidder to examine the Invitation to Bid/Contract or the Unit(s) prior to submission of the bid will not relieve the bidder from responsibility for properly estimating the cost of satisfactorily completing this contract.

Bid Submission

1-03 Offer to Contract

Your bid in response to this Invitation to Bid/Contract is an offer to contract with the Department. All offers shall remain firm for a period of 90 calendar days after the bid opening, If there is a problem and the lowest responsible bidder is unable to accept this contract the next lowest responsible bidder will be contacted for possible award.An Invitation to Bid becomes a contract when officially awarded by the Department with the return of a countersigned SECTION V - Offer and Contract Award.

1-05 Bid Contents

The bid shall include the Bid Form (Section IV), the Offer and Contract Award Form (Section V) properly completed and signed, the bid deposit specified in Clause 1-09, Contractor's Declaration of Industrial Insurance Status, and a photocopy of bidder's Washington State Farm Labor Contractors License.

1-07 Withdrawal of Bid

A bid may be withdrawn in person by a bidder's authorized representative before the opening of the bids. Bidder's representative(s) will be required to show ID and sign on the bid summary sheet before it will be released.

1-08 Rejection of Bids

To be considered, bids should conform to the above requirements, except that the Department may waive informalities and minor irregularities in bids received. The Department reserves the right to reject any or all bids received.

Bid and Performance and Damage Deposit

1-09 Bid Deposit

A bid deposit of ONE THOUSAND DOLLARS ($1,000) is required. This deposit assures the Department that the bidder will accept award of any items on which the bidder is the lowest responsible bidder. In the event the bidder rejects award of **any item**, the bidder will forfeit the bid deposit. The bid deposit must be in the form of certified check made payable to the Washington State Department of Natural Resources and include a reference to the bid/contract number. The bid deposit must be delivered to the Department's Region Office with the delivery of the bid (Clauses 1-04 and 1-05). The bid deposit of a bidder awarded the contract will be released when the performance/damage deposit has been approved, or the bid deposit may be converted to apply to part or all of the required performance/damage deposits after contract award. Once all the bids are evaluated and the contract has been awarded, bid deposits will be returned to all unsuccessful bidders.

1-10 Performance and Damage Deposit

The bidder awarded the Contract (Contractor) agrees to furnish a performance and damage deposit of ten percent (10%) of the Contractor's total award established in the award letter. The deposit shall be in the form of certified check or cashiers check made payable to "Washington State Department of Natural Resources", irrevocable letter of credit, or a savings account assignment. This deposit guarantees performance of this Contract and payment of damages caused by operations during the performance of this Contract or resulting from Contractor's noncompliance with any contract provisions or the law. In the event the Department needs to utilize the deposit, Contractor shall replace the portion(s) by the due date indicated on the written notification from DNR.

Award of Contract

1-11 Lowest Responsible Bidder

Award of this Contract shall be to the lowest responsible bidder as determined by the Department. In determining the lowest responsible bidder, in addition to price, the following may be considered: (a) the ability, capacity, and skill of the bidder to perform the contract; (b) the character, integrity, reputation, judgment, experience, and efficiency of the bidder; (c) whether the bidder can perform the contract within the time specified; (d) the quality of performance of previous contracts; and (e) the previous and existing compliance by the bidder with laws relating to the contract or services. The Department's determination that a bidder is not qualified shall result in rejection of the bid submitted.

1-12 Award Letter

The Department will make every effort to mail an award letter with instructions and a copy of the executed contract to the successful bidder within ten (10) business days of bid opening.

1-13 Conditions on Award

Within ten (10) business days after the bidder receives their award letter, the Department must receive the signed contract, the performance and damage deposit, and insurance certificate at the Department's Region Office (Page 2 Notice to Bidders). The Department may extend upon written request to the Contract Manager, the time allowed for receipt of the above items. If the bidder fails to submit the above items within the time specified, the Department may consider the contract award rejected and may terminate award of the contract.

1-14 Contract Modification or Cancellation

The Region Manager reserves the right to modify or cancel this Contract in part or whole without cause. The Contractor shall be paid only for Work performed satisfactorily prior to cancellation of the Contract.

SECTION II-A: GENERAL PROVISIONS

Legal Responsibilities

2-01 Compliance with all Laws

The Contractor shall comply with all laws and regulations of the United States, State of Washington, and counties where the Work is located. The Contractor will make any payments, contributions, remittances, and reports or statements required under those laws.

2-02 Licenses and Permits

The Contractor shall, without additional expense to the Department, obtain all required licenses and permits necessary for executing the Contract.

2-03 Indemnification and Hold Harmless

To the fullest extent permitted by law, Contractor shall indemnify, defend, and save harmless the State, agencies of the State, and all officers and employees of the State, from and against any and all claims for injuries or death, including claims by Contractor's employees, or for damages arising out of, resulting from, or incident to Contractor's performance or failure to perform the Contract. Contractor's obligation to indemnify, defend and save harmless shall not be eliminated or reduced by any alleged concurrent negligence of the State or its agencies, employees, and officers. Contractor waives its immunity under Title 51 RCW to the extent required to indemnify, defend, and save harmless the State and its agencies, officers, or employees.

2-04 Insurance

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."

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.

The "State of Washington, Department of Natural Resources, its elected and appointed officials, agents and employees" shall be named as an additional insured on all general liability, excess, and umbrella insurance policies.

Before using any rights granted herein, Contractor shall furnish the Department with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified above. Certificate(s) must reference the Contract number 1306 in the time required by Clause 1-13.

The Contractor shall provide the Department written notice before cancellation or non-renewal of any insurance referred to herein, as prescribed in statute (RCW Title 48).

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

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

2-05 Safety Compliance

Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Work.

A. During the Contract performance, Contractor shall protect the lives and health of employees performing the Work and other persons who may be affected by the Work and prevent damage to property at the Unit and adjacent property. Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property; shall protect from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

B. In an emergency affecting the safety or life of employees or adjoining property, Contractor is permitted to act to prevent threatened loss or injury. Within 24 hours of any emergency, Contractor shall notify the Compliance Forester. If directed by the Compliance Forester, within five (5) business days of any emergency. Contractor shall prepare an incident report and submit it to the Department's Region manager within five (5) business days following an emergency if directed to do so by the Compliance Forester.

2-06 Venue

Disputes arising under this Contract shall be brought in the State of Washington and the venue shall be Thurston County.

2-07 Dispute Resolution

Before initiating any litigation over the terms of this Contract, the Contractor commits to the following process:

A. Any concerns or disputes which the Contractor has relating to this Contract shall first be brought to the attention of the Compliance Forester.

B. If the Compliance Forester is unable to resolve the dispute to the Contractor's satisfaction, the Contractor will notify the Contract Manager in writing, with specificity, of his dispute. The Contract Manager will provide a written response within ten (10) business days.

C. If the Contractor is not satisfied with the Contract Manager's response, he will notify the Region Manager in writing of his dispute. The Region Manager will review and set a meeting with the Contractor within fifteen (15) business days, unless the Contractor agrees to a longer period. After the meeting, the Region Manager will provide a written response.

Subcontracting

2-08 The Contractor shall not enter into any subcontract or assignment of this Contract.

Nondiscrimination

2-09 During the performance of this Contract, the Contractor shall comply with all federal and State nondiscrimination laws, regulations, and policies.

2-10 In the event of Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy this Contract may be rescinded, canceled, or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Department. The Contractor shall be given a reasonable time to cure this noncompliance.

Contract Work Procedure

2-11 Pre-Work Conference

The Contractor shall attend a Pre-Work Conference before beginning Work. The Compliance Forester will notify the Contractor of the time and place of the Pre-Work Conference.

2-12 Purpose of the Pre-Work Conference

The purpose of the Pre-Work Conference is to document the following on the Pre-Work Conference form:

A. All required documentation as outlined in sections I and II of the contract have been received from the Contractor, such as insurance forms, prior to beginning Work on this Contract.
B. Name(s) and contact information for the Contractor and Designated Contract Representative(s), including all personnel authorized to sign unit completion forms and payment invoices.
C. Names(s) and contact information for the Contract Manager and Compliance Forester(s).
D. The Work plan of operations including the order and time frame in which Work will occur on individual units or groups of units within this Contract.
E. Time interval(s) at which units will be processed for payment.
F. Clarification of any unique requirements or conditions of the Work within this Contract prior to commencing Work.

2-13 Work Delay

Contractor shall promptly notify the Compliance Forester of any actual or anticipated event which is delaying or could delay the Work, including the expected duration of the delay, the anticipated effect of the delay on the schedule, and the action being or to be taken to correct the delay. The notification does not relieve Contractor of the obligation to complete the Work within the time required by this Contract.

2-14 Non-conformances with Work Schedule

If Contractor is not in conformance with the Work schedule for reasons other than acts of Force Majeure, Contractor shall bring its activities into conformance with the schedule or request the Compliance Forester to revise the Work schedule. The Compliance Forester may require a meeting to determine if a revision is necessary. In the event the Contractor stops Work or if the initial start-up is delayed for a period of one (1) week or more, a new Pre-Work Conference may be held.

2-15 Work Days

Work shall only proceed on regular Monday through Friday business days. Work on weekends or designated State holidays requires written permission from the Compliance Forester.

2-16 Breach of Contract

Nonperformance, unsatisfactory performance, or willful violation of Contract requirements by the Contractor shall constitute breach of contract and the Department may collect liquidated damages, terminate the contract with forfeiture of the performance and damage deposit, or declare breach of contract and make a claim for actual damages suffered by the Department. Any delay or failure of performance by the Department or Contractor, other than the payment of money, shall not constitute a breach if the cause was Force Majeure.

Fire Responsibility

2-17 Washington State Forest Fire Protection Requirements

The Contractor and employees shall be familiar with the Washington State Forest Fire Protection Requirements and adhere to them. These requirements are found in:
Revised Code of Washington Chapter 76.04

2-18 Inspection

The Department may inspect the Units for adherence to regulations and presence of fire tools. Any inspection by the Department shall not limit Contractor's liability for failure to adhere to applicable regulations.

2-19 Spark Arresters

All spark emitting engines will be equipped with approved spark arresters. Spark arrestors are approved by contractors demonstration to the Compliance Forester as to functionality and serviceability onsite, prior to use of the device. The lists adopted by the agency are from the National Wildfire Coordinating Group (NWCG).
NWCG approved spark arrestor lists.

2-20 Open Fires

The Contractor shall not build any open fires on the contract area without first obtaining written permission from the Compliance Forester.

Merchantable Products

2-21 Prohibition from Removal

Contractor is prohibited from removing merchantable or potentially merchantable products from the Units. A separate agreement with the Department is required for removal of Christmas trees, boughs, brush pickings, decorative shrubs or trees, firewood, poles, posts and other merchantable or potentially merchantable material.

Garbage

2-22 Contractor shall dispose of garbage brought onto State lands in garbage disposal areas meeting all State, county, and local requirements. Garbage includes equipment maintenance, abandoned equipment, containers, and other expended materials.

Camping

2-23 Contractor is prohibited from using or authorizing its employees to use non-designated State lands, landings, or roads for camping.

Section II-B: Specifications for the Activity

2-24 Precedence between Sections

Section II-B covers the general standards that apply over the whole contract. If a change is required on a site by site basis those differences will be outlined on the Unit Description Form (Section III-A). The site specific details found on the Unit Description Form should take precedence over these general guidelines when they exist.

2-25 Workers, Supervision and Equipment

The Contractor shall provide:

A. All Workers meeting the minimum crew size identified in Section III- Unit Description and discussed at the Pre-Work Conference;

B. Adequate crew supervision, including at least one qualified non-planting, English speaking foreperson per ten (10) person crew, unless otherwise allowed by the Compliance Forester. The foreperson must have one season (at least three (3) months) of tree planting experience. Documentation of a foreperson's experience shall be provided to the Department upon request; and

C. Specific tool requirements are detailed in Section III-Unit Description.

D. Vehicle where seedlings are transported in a covered, unheated compartment, such as an enclosed truck or pickup with canopy. Tarps are not acceptable covering for transport. Shelving or sufficient floor space shall be available so that seedling containers are not stacked more than five high without intermediate support.

2-26 Seedling Supply

The Department will supply Seedlings. If the Department's supply of Seedlings is temporarily interrupted, it could cause a delay for the Contractor. If needed, the Contract will be extended to permit completion, pursuant to Clause 2-14.

2-27 Substitution of Type of Seedling Stock Types

If the Department substitutes seedlings, adjustment of the per acre or per thousand unit bid price will be made based on the stock type of the new seedlings pursuant to the following schedule:

Stock Type as Per Bid Invitation	Stock Type To Be Substituted	Percent Adjustment
1+1 or P+1 or P+1/2 or 2+0 or 1+0 or P+0(> 10in^3)	P+0 (≤ 10in^3)	-10%
P+0 (≤ 10in^3)	1+1 or P+1 or P+1/2 or 2+0 or 1+0 or P+0 (> 10in^3)	+10%
1+1 or P+1 or P+1/2 or 2+0 or 1+0 or P+0(> 10in^3)	1+1 or P+1 or P+1/2 or 2+0 or 1+0 or P+0(> 10in^3)	No adjustment

Table 1: Substitution of Seedling Stock Types

In the event that more than one stock type of seedlings are required for a planting unit, the adjustment in unit bid price will be prorated based on the acreage planted with each stock type. In such cases, the entire Unit will use the adjusted price.

2-28 Weather Conditions

Planting operations will be halted when the Compliance Forester determines weather conditions are injurious to the seedlings. These determinations will be made on site and communicated verbally. Weather conditions during which the Department may not allow planting include but are not limited to:

A. Air temperature of less than 32 degrees F (32°F) or greater than 65 degrees F (65°F);

B. Wind velocity greater than twenty (20) miles per hour;

C. Soil frozen more than one-half (1/2) inch deep;

D. Snow cover greater than two (2) inches; or

E. Less than 50 percent Relative Humidity (RH).

2-30 Seedling Care During Transportation and Handling

The Contractor shall comply with the following specifications for seedling care during transportation and handling:

A. Seedling containers shall be carefully handled at all times. No throwing, dropping, crushing, etc.

B. Containers of seedlings shall be shaded from the sun and shielded with a reflective tarp from drying winds.

C. Containers of seedlings shall be stored in a manner that will provide air circulation around each container. When containers are stored in snow banks, snow shall be placed around each container.

D. Seedlings will be distributed to the workers so that no more than one container of seedlings will be open at the assembly point at one time.

E. Opened seedling containers shall be immediately resealed. The Contractor shall supply tape and/or stapler to reseal and have them available on the Work site at all times.

F. Seedlings carried by a worker shall be in a planting bag and arranged for easy removal of one seedling at a time. Planting bags shall not be overfilled. Seedlings should be placed in planting bags without shaking or removing soil from the roots. Seedlings should be placed in the planting bag by cupping the roots and guiding the roots into the bag. Seedlings should not be grabbed at the root collar and stuffed into the planting bag.

G. Seedlings shall not be removed from the planting bag before a planting hole has been prepared.

H. Seedlings shall be planted as received without pruning or culling, unless directed to do so by the Compliance Forester.

I. If mold, dry roots, freezing, dying, or evidence of other injury is observed, the condition shall be immediately reported to the Compliance Forester.

J. At the end of the Work day, seedlings which have been distributed but not planted shall be sealed and returned to the cooler.

K. Contractor shall keep seedlings free from damage at all times, including but not limited to: drying, heating, smothering, freezing, drowning, or mechanical injury.

2-31 Line Planting Method

The “line” method of planting will be used by planting crews, unless otherwise permitted by the Compliance Forester. Each planter will only plant one (1) line at a time on each pass. Each line will be at the “Average Spacing” given in Clause 2-32A.

2-32 Spacing and Number of Seedlings

Seedlings shall be planted as follows:

A. Specified Average Spacing

Seedlings shall be planted over the Unit at an average spacing (see table below) which will meet the Unit Description’s specifications for seedlings required per acre after planting.

Table 2: Average Spacing Table

Seedlings Required Per Acre After Planting	Maximum Planting Spots Allowed Per Inspection Plot	Average Spacing (Feet)
100	2	20.9 x 20.9
150	3	17.0 x 17.0
200	4	14.8 x 14.8
250	5	13.2 x 13.2
300	6	12.0 x 12.0
350	7	11.2 x 11.2
400	8	10.4 x 10.4
450	9	9.8 x 9.8
500	10	9.3 x 9.3
550	11	8.9 x 8.9
600	12	8.5 x 8.5
650	13	8.2 x 8.2
700	14	7.9 x 7.9
750	15	7.6 x 7.6

B. Variation to Specified Average Spacing

The spacing of individual seedlings may vary within the limits of the minimum seedling distance where needed to locate a planting spot, so long as average spacing is maintained.

D. Minimum Seedling Distance

Seedlings shall not be planted closer than the minimum seedling distance specified in the Unit Description (Section III) from:

1. Another Contractor planted seedling;
2. An acceptable natural seedling; or
3. An acceptable previously planted seedling.

Acceptable natural or previously planted seedlings are conifer seedlings which are at least six (6) inches tall, well formed, and vigorous.

2-33 Planting Spots

Where available, Seedlings shall be planted near stumps, logs, dead brush, or other dead shade to provide protection from animal damage, drying winds, and solar radiation.

2-34 Plantable Spots

The number of plantable spots available will be calculated for each inspection plot (2-38) as follows: Maximum allowable planting spots (Clause 2-32(A) - Table 2: Average Spacing Table) per inspection plot minus unplantable spots. Unplantable spots are those that do not meet the

conditions for clearing in 2-36A or are closer than the minimum distance specified in the Unit Description (Section III).

2-36 Satisfactorily Planted Seedlings

Seedlings must meet the following criteria to be considered satisfactorily planted. Satisfactorily Planted Seedlings are used in the analysis of the compliance inspection 2-37done by the Compliance Forester and are used to determine payment for Work completed (Clause 2-41).

A. Preparation of Planting Spot

Preparation for planting a seedling shall include the clearing and/or scalping to mineral soil to a minimum diameter of one (1) foot located as near the center of the planting spot as is practicable.

i. 'Clearing' means the removal of duff up to eight (8) inches deep, loosely compacted slash up to two (2) feet deep, and other accumulations such as rock, rotten wood, snow, and ice which can be removed by kicking, dragging, or the use of a planting tool.

ii. 'Scalping' means the removal of sod and vegetation less than two (2) feet tall with a base diameter of one-fourth (1/4) inch or less.

B. Planting Hole Location and Preparation

Planting shall be as follows:

I. The planting hole shall be located in mineral soil and as near the center of the planting spot as is practicable;

II. The planting hole shall be vertical, broken out on three sides, and shall be wide and deep enough to fully accommodate the roots of the trees being planted; and

C. Seedling Placement in Planting Hole

Tree placement shall be as follows:

I. All seedlings shall be suspended near the center of the planting hole with the roots in a near natural arrangement;

II. Seedlings shall be at a depth that after filling, packing and leveling, the soil comes to a point midway between the top lateral roots and the lower needles or branches;

III. The roots shall not be doubled up, twisted, tangled, or bunched;

IV. Moist mineral soil shall be filled in and firmly packed around roots. The seedling should not pull loose after a firm tug on the main stem; and

V. The planted seedling shall have the main stem and roots vertical and free to grow.

SECTION II-C: COMPLIANCE INSPECTION AND PAYMENT

Compliance Inspection

2-37 Field Inspections

The Compliance Forester will conduct periodic inspections. Inspection plot Work may be done concurrently with planting Work but will be completed no later than five (5) business days after Work completion on the Unit.

2-38 Inspection Plots

The Compliance Forester will use inspection plots using the criteria specified in the Unit Description (Section III) and the Specifications (section II) to determine the Contractor's seedling planting performance rating (Clause 2-39). Inspection plots shall be circular and have a one fiftieth (1/50) acre radius. The seedling planting performance rating will be determined from a minimum sample of five (5) plots, or two (2) plots for every five (5) acres of unit, whichever is more. The inspection plots will be well distributed over the Unit. The Compliance Forester will examine each inspection plot and record:

A. **Plantable Spots**. The number of planting spots available under clause 2-34.

B. **Trees Planted Per Acre.** If a unit is being paid by number of trees planted, the number of Contractor planted trees within the inspection plot will be:

> From the inspection plot data, the Department will calculate the average number of trees planted per acre. The average number of trees planted per acre multiplied by the number of acres completed equals the total number of trees planted. Large openings, roads, and buffer zones have been deducted from the gross acreage and are designated on the Unit Map (Section III).

C. **Satisfactorily Planted Seedlings.** The total number of Contractor planted seedlings that meet all applicable specifications of the Unit Description (Section III) and Clause 2-36.

D. **Dropped or Wasted Seedlings.** The Compliance Forester will record the number of dropped and wasted seedlings found during the inspection of the Unit.

2-39 Seedling Planting Performance Rating

The rating of seedling planting performance will be expressed as a percent and will be calculated using the sum (or aggregate) of all inspection plots in a Unit. The total of all recorded values for Satisfactorily Planted Seedlings (Clause 2-36) divided by the total of all recorded values for Plantable Spots (Clause 2-34), multiplied by one hundred (100), equals the seedling planting performance rating percent:

$$\frac{\text{Total Satisfactorily Planted Seedlings}}{\text{Total Plantable Spots}} \times 100 = \text{Planting Performance Rating \%}$$

Determination of Payment

2-40 Boundaries

The boundaries depicted on Unit Map (Section III) delineate the planting area. Failure to complete Work to boundaries established by the Department renders Work in that Unit unsatisfactorily completed. The planting boundaries will consist of easily identifiable features (including but not limited to roads, streams, or abrupt changes in forest type or age). Flagging will be used for areas where identifiable features are absent. The Contractor is responsible for understanding the location of all boundaries. 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.

2-41 Determination of Payment

The acceptability and the rate of pay for planting Work performed will be based on the Seedling Planting Performance Rating (Clause 2-39). The Compliance Forester's inspection will determine the rating.

A. **Satisfactory Planting Performance**: The Work will be satisfactory if the seedling planting performance rating is between 92 percent and 105 percent.

B. **Rate of Pay:** The rate of pay is the Unit Bid Price (Section IV). The rate of pay will not exceed the per-acre or per-thousand rate of the Unit Bid Price.

C. **Unsatisfactory Planting Performance:** The Work will be considered unsatisfactory if the seedling planting performance rating is greater than 105 percent or less than 92 percent.

D. **Reduction in Payment:** The reduction in payment for unsatisfactory Work will be:

1. If the seedling planting performance is rated less than 92 percent but equal to or greater than 80 percent, the rate of pay will be equal to the Unit Bid Price reduced by 3percent for every 1 percent the seedling planting performance rating is less than 92 percent.
2. If the seedling planting performance is rated at 79 percent or less, there will be no payment.
3. If the seedling planting performance rating is greater than 105 percent, the rate of pay will be equal to the Unit Bid Price reduced by 3 percent for every 1 percent the seedling planting performance rating is above 105 percent.
4. The Contract Manager will deduct from the Contractor's payment three dollars ($3) per seedling found dropped or otherwise wasted by the Contractor.

2-42 Payment Examples

Example A: The Unit Bid Price is $40 per acre and the seedling planting performance rating is 90 percent.

The seedling planting performance rating of 90 percent is two percentage points less than the 92 percent performance limit. A 3 percent reduction for each of the percentage points equals a total reduction in the Unit Bid Price of 6 percent. Therefore, 100 percent minus 6 percent equals a 94 percent rate of pay per acre which is: 94 percent X $40/acre = $37.60/acre.

Example B: The Unit Bid Price is $78 per thousand and the seedling planting performance rating is 80 percent.

> The seedling planting performance rating of 80 percent is 12 percentage points less than the 92 percent performance limit. A 3percent reduction for each of the percentage points equals a total reduction in the Unit Bid Price of 36 Percent. Therefore, 100 percent minus 36 percent equals a 64 percent rate of pay per thousand which is: 64 percent X $78/thousand = $49.92/thousand.

Example C: The Unit Bid Price is $40 per acre and seedling planting performance rating is 107 percent.

> The seedling planting performance rating of 107 percent is two percentage points more than the 105 percent performance limit. A 3 percent reduction for each of the percentage points equals a total reduction in the Unit Bid Price of 6 percent. Therefore, 100 percent minus 6 percent equals a 94 percent rate of pay per acre which is: 94 percent X $40/acre = $37.60/acre.

2-43 Seedling Waste

Dumping, discarding, mishandling or otherwise destroying seedlings shall be considered a willful violation of the Contract and shall be considered a breach of contract (Clause 2-16).

2-44 Re-work of Unsatisfactory Units

The Compliance Forester may require the Contractor to re-work a Unit which is not rated satisfactory (Clause 2-41A). The Compliance Forester may require the rework to be completed prior to starting Work on a new Unit. Re-worked areas will be reexamined for contract compliance, and will replace the previous planting performance rating.

If the Contractor refuses to re-work the Unit, the Department may terminate the contract and retain the damage and performance deposit. If the Contractor re-works the Unit and it is rated unsatisfactory, the Department may terminate the contract and the Contractor will be paid only for satisfactorily completed Work prior to termination.

2-45 Payment Schedule

Details of the payment schedule will be determined in the Pre-Work Conference (Clause 2-11) and will be set forth in the Work schedule. Payment shall be made as follows:

A. **L&I Insurance Premiums.** Ten percent (10%) of all payments due Contractors who employ Workers shall be retained by the Department as security for Labor & Industries 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.

B. **Partial Payment.** The Contractor may request partial payment when part of a Unit is completed. The Contractor or Designated Contract Representative (Clause 2-12) shall sign the unit completion form after completion of each partial Unit being submitted for payment. The Compliance Forester will make payment recommendations for the invoice and forward the unit completion form to the Contract Manager for processing.

C. **Unit Completion Form**. The Contractor or the Designated Contract Representative and the Compliance Forester shall sign a unit completion form at the conclusion of Work and completion of the compliance inspection on each Unit.

D. **Verification Traverse.** If a Unit's acreage is disputed, the Contractor may request a verification traverse by the Department. The request must be in writing and signed by the Contractor. The Department will base the rate of pay on the acres determined from the verification traverse. If the net acres specified in the Unit Description are correct within plus or minus five percent (±5%) after the verification traverse, the Contractor shall pay for the verification traverse at a rate of ten dollars ($10.00) per one hundred (100) feet of traversed boundary.

State of Washington
SECTION III- UNIT DESCRIPTION

TREE PLANTING INVITATION TO BID/CONTRACT NUMBER **1310**

Region **North East** District **South Okanogan**

Unit Name **Crawdad Unit 12** Item Number **1** Unit Number: **1** Trust: **03**

Section **17** Township **35**, Range **29**, W.M.

SPECIFICATIONS

Seedlings Required Per Acre After Planting : **100**

Contract Period: **April 15 – June 15**

Planting Stock
Species: **Western Larch**
Type: P+0
Amount: 9500

There will be a 33/67 percent mix of western larch and ponderosa pine respectively in unit 1. Unit 1A will be ponderosa pine only.

Net Acres : **96**

Minimum Seedling Distance **21 x 21**

Minimum Crew Required: **8**

Boundaries are marked with red ribbon and white timber sale tags. See unit map on page **20**.

Special Requirements:

- **Shovel planting only, hoes are not acceptable.**
- **When planning P+1 stock, shovels with a minimum blade length of 10" shall be used.**
- **Interplant amongst residual overstory trees.**
- **Seedlings will not be planted within the under story drip line of reserve trees > 10 inches Dbh .**
- **Planting will start as soon as snow permits.**
- **Contractor shall be responsible for transportation of planting stock as well as disposal of all planting stock containers including seedling wrappers as instructed by the DNR.**
- **Planting holes shall be loosened on three sides to promote successful establishment of seedlings.**
- **Containers of trees on the planting units shall be shaded from the sun and shielded from drying winds at all times with the use of approved planting tarps.**
- **Preparation of a planting spot is required. Preparation shall include scalping to mineral soil in an area that has a minimum diameter of 1.5 feet.**
- **A non-planting crew supervisor who fluently speaks and understands the English language shall be provided for each crew. Crew supervisor shall oversee crew and perform at least 3 quality check plots for every five acres of planted ground. Plots will be flagged and numbered so the DNR representative can check the plots. Crew supervisor will provide completed plot cards to DNR representative.**

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.

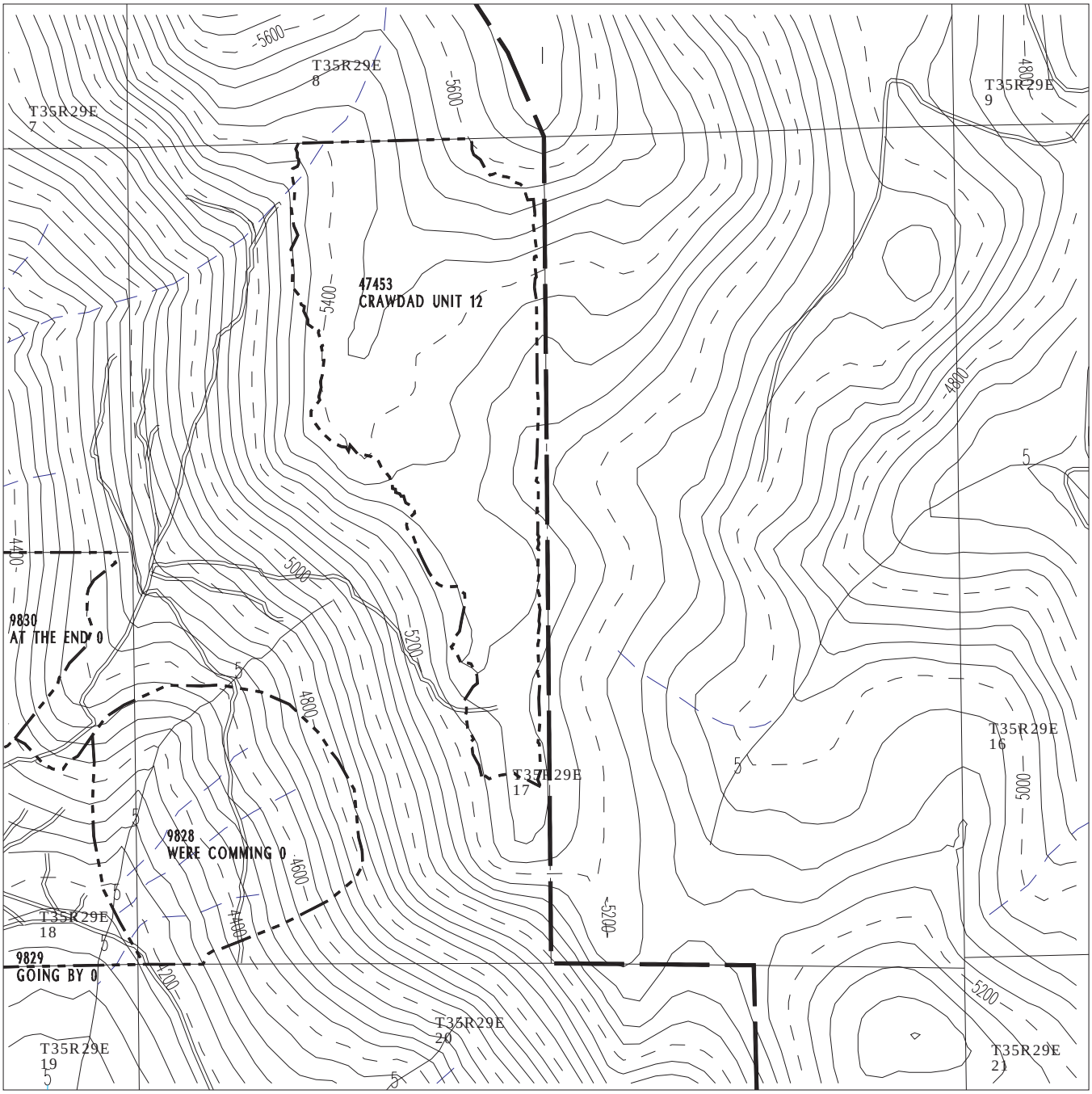
Elevation : **5080' – 5480'** Slope **10 – 35%** Aspect **SE** Snow Period **October - April**

Slash: **logging slash** Duff: **minimal** Vegetation: **Grass & light brush.** Soils: **Sandy Loam**

Trees/Acre to Plant: **100** Total Quantity: **9500** Spacing: **21 x 21**

WORK MAP

Map Type: Section
Map Requestor: ROY CUZICK
Date: 12/20/10
Job ID: 395463
Layers: FMU, POCA, TRANS, TOPO, HYDRO
PLS: T35R29E Sec 17



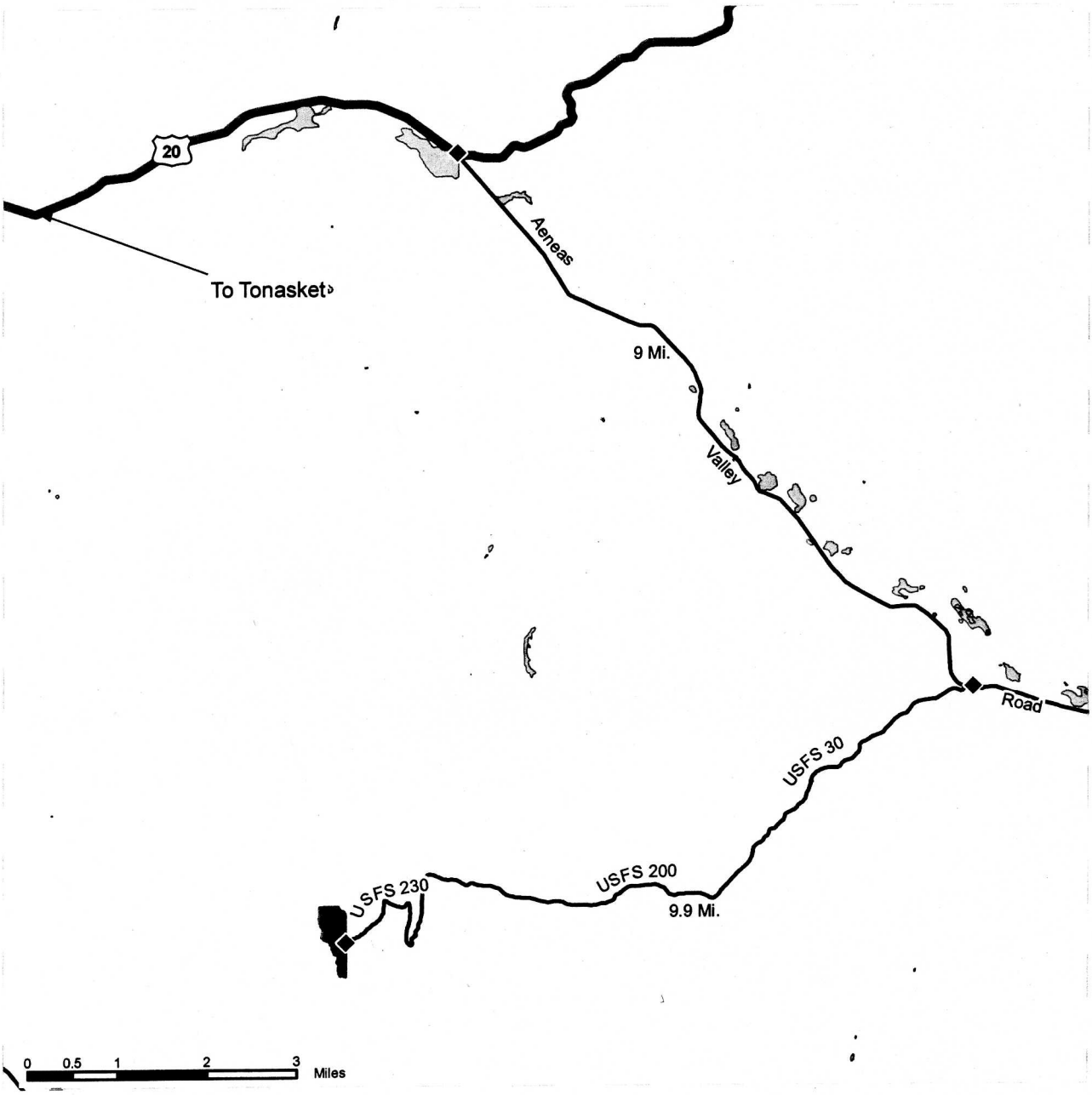
Scale 1:12000

Contour Interval 40 feet

DRIVING MAP

SALE NAME: CRAWDAD
AGREEMENT#: 81737
TOWNSHIP(S): T35R27E, T35R28E, T35R29E
TRUST(S): Common School and Indemnity(3)

REGION: Northeast Region
COUNTY(S): OKANOGAN
ELEVATION RGE: 1958-5597



Timber Sale Unit
Haul Route
Highways
Open Water

DRIVING DIRECTIONS:

Part of this proposal (Units 1 through 7) are located approximately 12 miles by road northeast of Omak, Washington via State Highway 97, Tunk Creek road, and the DNR E352717A road. Units 8 through 11 are located further up the Tunk Valley road and would be approximately 28 road miles northeast of Omak via State Highway 97, the Tunk Creek road, and the Chief Joseph Trail private road. One last unit, Unit 12, is best described as approximately 34 road miles southeast of Tonasket via State Route 20, Aeneas Valley Road, USFS 30 road, USFS roads 200 and 230.

N

Prepared By: smvv490 Creation Date: 10/4/2007 Modification Date: 12/24/2007

State of Washington
SECTION III-UNIT DESCRIPTION

TREE PLANTING INVITATION TO BID/CONTRACT NUMBER **1310**

Region **Northeast** District **South Okanogan**

Unit Name: **Oden Road Fire Salvage FIT Unit # 1 & 1A** Item Number: **1** Unit Number: **2** Section **12, 13 & 14** Township **33**, Range **24**, W.M.

SPECIFICATIONS

Seedlings Required Per Acre After Planting : **250**

Contract Period: **April 15 – June 15**

Planting Stock

Species:	**Ponderosa Pine**	**Western Larch**
Type:	P+0	P+0
Amount:	**161,950**	**24,800**
Type:	P+1	
Amount:	**10,000**	

There will be a 33/67 percent mix of western larch and ponderosa pine respectively in unit 1. Unit 1A will be ponderosa pine only.

Net Acres : **787**

Minimum Seedling Distance **13 x 13**

Minimum Crew Required: **10**

Boundaries are marked with red ribbon. See unit map on page **23**.

Special Requirements:

- **Shovel planting only, hoes are not acceptable.**
- **When planning P+1 stock, shovels with a minimum blade length of 10" shall be used.**
- **Interplant amongst residual overstory trees.**
- **Seedlings will not be planted within the under story drip line of reserve trees > 10 inches Dbh .**
- **Planting will start as soon as snow permits.**
- **Contractor shall be responsible for transportation of planting stock as well as disposal of all planting stock containers including seedling wrappers as instructed by the DNR.**
- **Planting holes shall be loosened on three sides to promote successful establishment of seedlings.**
- **Containers of trees on the planting units shall be shaded from the sun and shielded from drying winds at all times with the use of approved planting tarps.**
- **Preparation of a planting spot is required. Preparation shall include scalping to mineral soil in an area that has a minimum diameter of 1.5 feet.**
- **A non-planting crew supervisor who fluently speaks and understands the English language shall be provided for each crew. Crew supervisor shall oversee crew and perform at least 3 quality check plots for every five acres of planted ground. Plots will be flagged and numbered so the DNR representative can check the plots. Crew supervisor will provide completed plot cards to DNR representative.**

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.

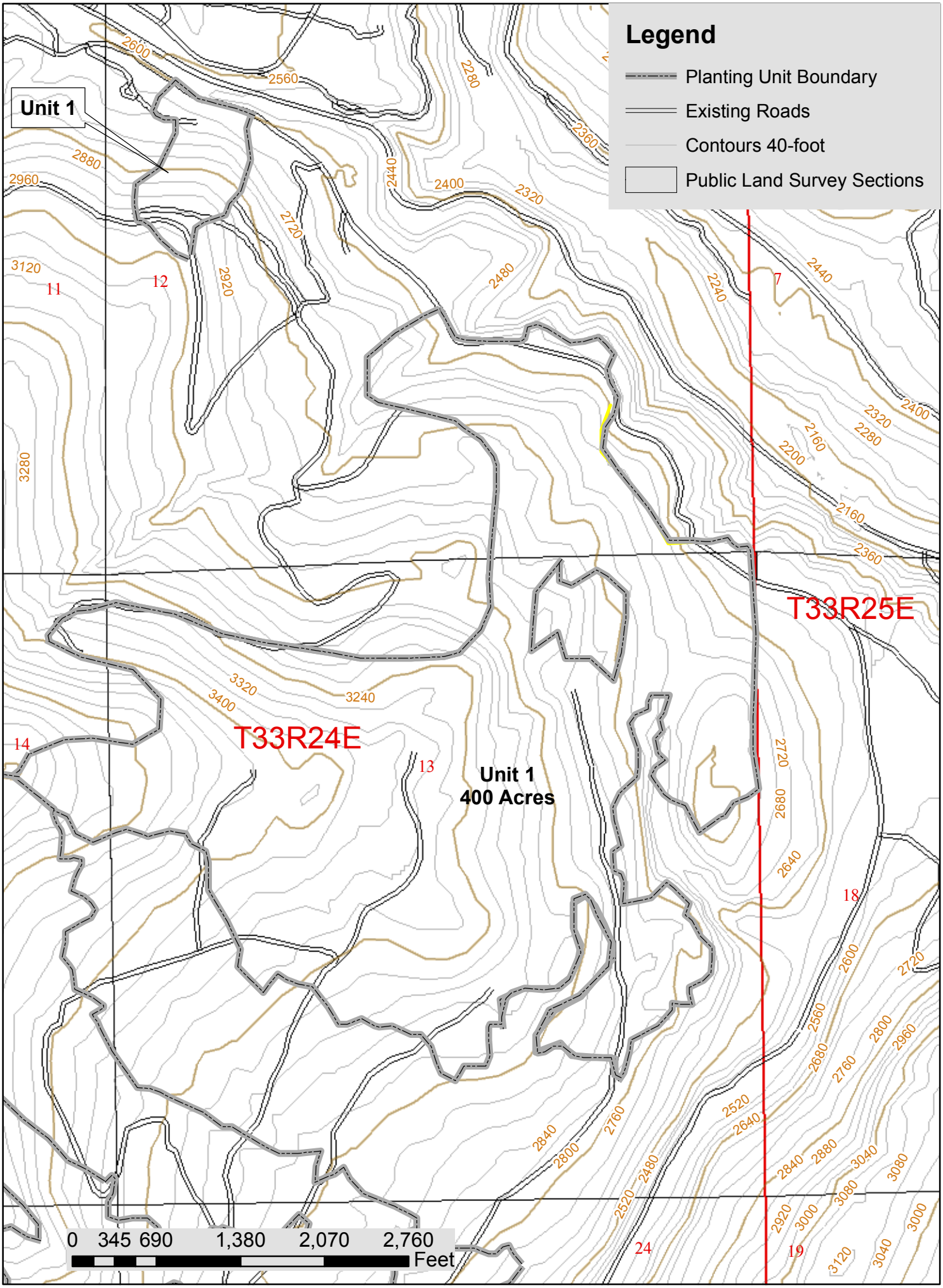
Elevation : **2800' to 3800'** Slope **10 – 35%** Aspect **SE** Snow Period **October - April**

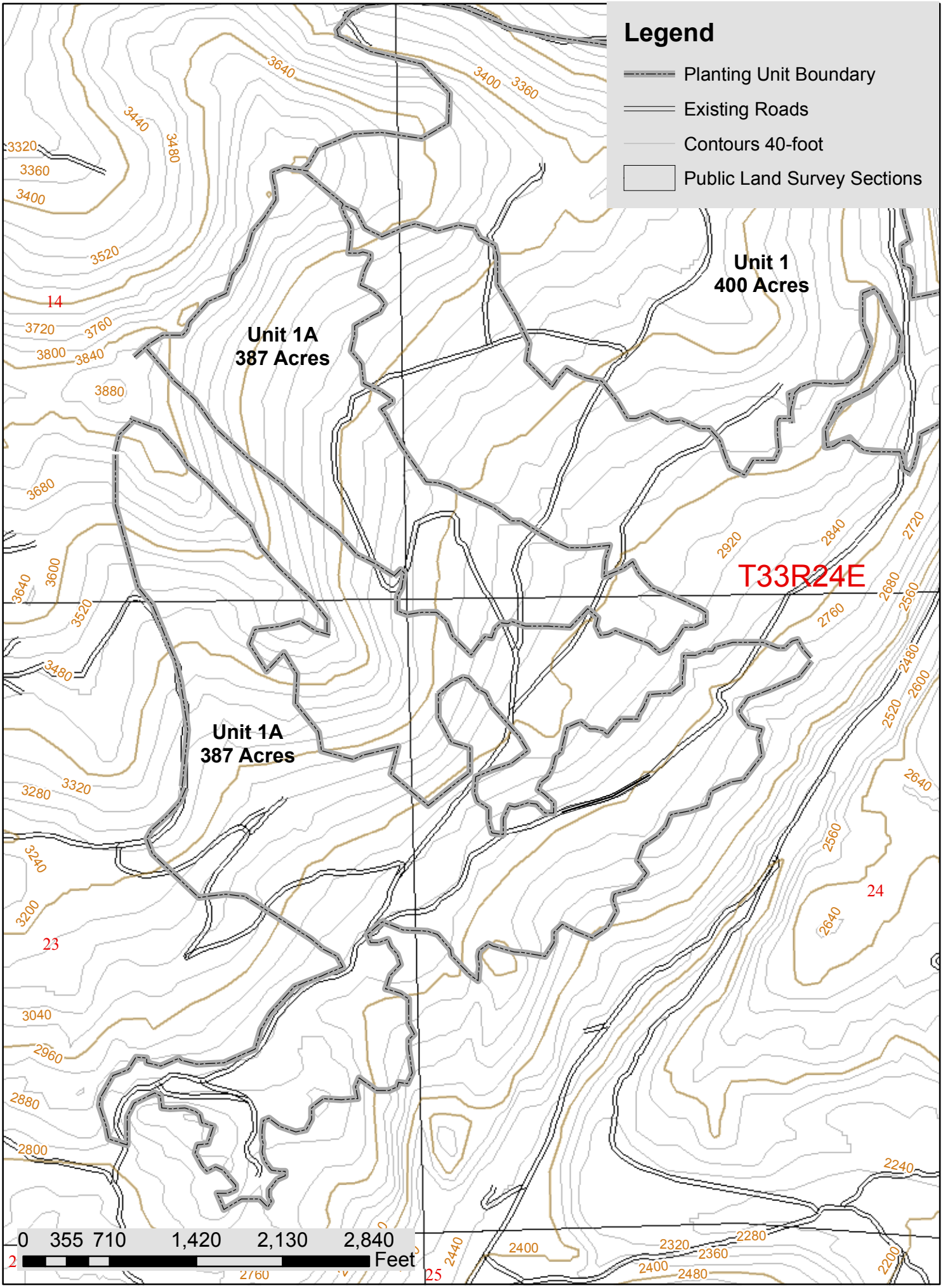
Slash: **minimal logging slash** Duff: **minimal**

Vegetation: **Area was just burned in the Oden Road Fire so there is little to no understory vegetation.** Soils: **Sandy Loam**

Access: From Okanogan travel 12.1 miles southwest on State Highway 20 to the Junction of North Cook Mountain Road. Turn left onto North Cook Mountain Road, cross the cattle guard and take another left remaining on North Cook Mountain Road. Travel approximately 0.1 miles to the sale area.

Trees/Acre to Plant: **250** Total Quantity: **196,750** Spacing: **13 x 13**

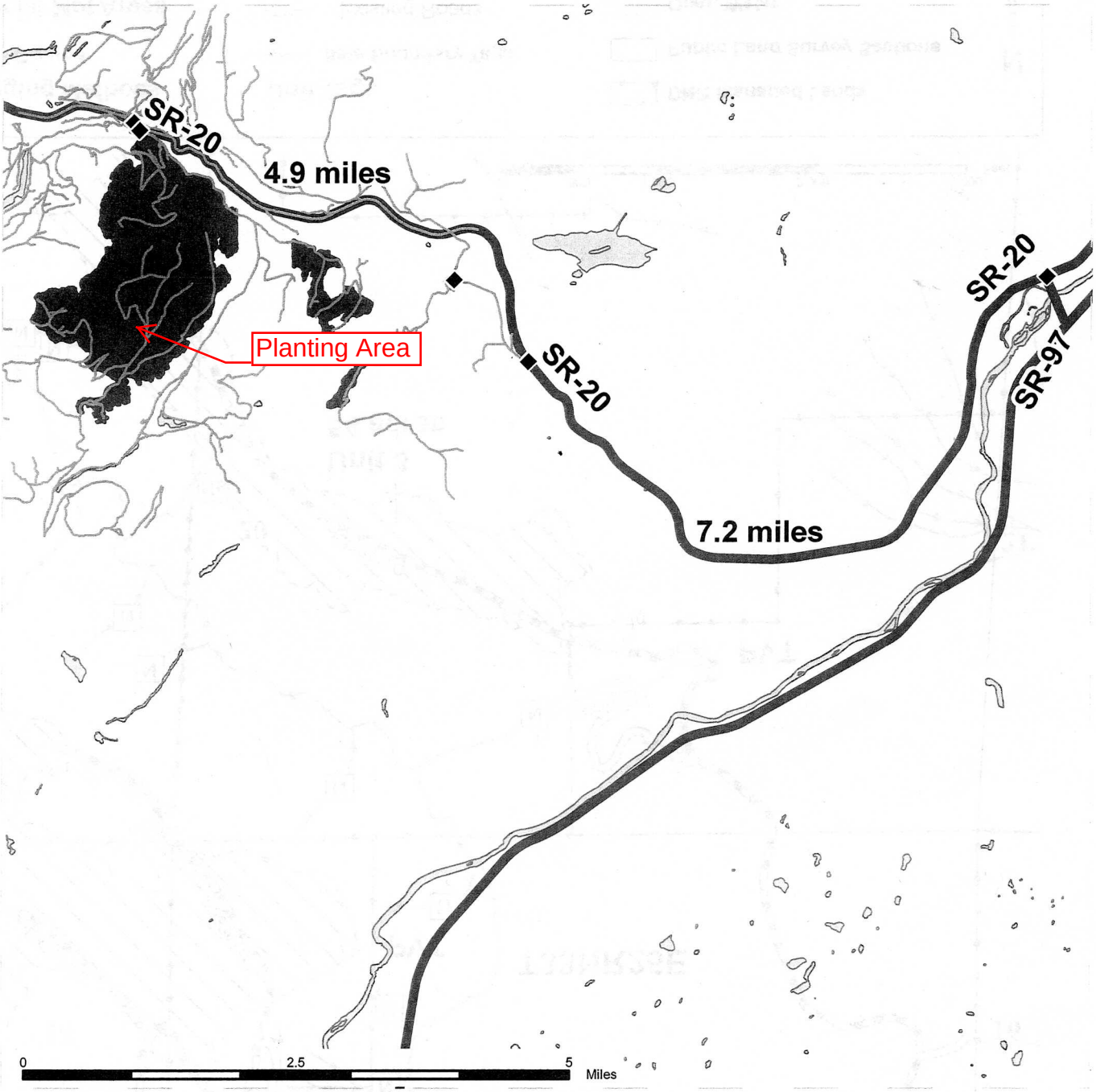

Legend
Planting Unit Boundary
Existing Roads
Contours 40-foot
Public Land Survey Sections
Unit 1
Unit 1
400 Acres
T33R24E
T33R25E
0 345 690 1,380 2,070 2,760
Feet


Legend
Planting Unit Boundary
Existing Roads
Contours 40-foot
Public Land Survey Sections
Unit 1
400 Acres
Unit 1A
387 Acres
Unit 1A
387 Acres
T33R24E
14
23
24
25
0 355 710 1,420 2,130 2,840
Feet

DRIVING MAP

SALE NAME: Oden Road Salvage Sale FIT
AGREEMENT#: 85238
TOWNSHIP(S): T33NR24E, T33NR25E
TRUST(S): Common School and Indemnity (3)

REGION: Northeast Region
COUNTY(S): Okanogan
ELEVATION RGE: 1984 - 3877



Timber Sale Unit
Other Route
Highways
Open Water

DRIVING DIRECTIONS:

Main Sale Area:
From Junction of the hwy 97 access road in Okanogan travel 12.1 miles southwest on State Highway 20 to the Junction of North Cook Mountain Road. Turn left onto North Cook Mountain Road, cross the cattle guard and take another left remaining on North Cook Mountain Road. Travel approximately 0.1 miles to the sale area.

N

Prepared By: R. Silva-Perry

Bid Form Requirements

Bids must be submitted on the Bid Form (Section IV).

A. If there are multiple Items to be awarded, the bidder may choose to bid on any combination of Items. A bidder may also bid on all Items or any combination of Items with the specification that all Items awarded be restricted to a specified total acreage. That acreage limit must be entered in the space provided on the bid form and must be at least as large as the largest Item for which a bid is submitted.

B. A Unit Bid Price and a unit total must be entered for all of the Units in any Item the bidder is bidding on. For Items being offered on a per acre basis, the Unit Total is calculated by multiplying the per acre Unit Bid Price times the Unit acres. For Items being offered on a per thousand basis, the Unit total is calculated by multiplying the per thousand Unit Bid Price times the quantity of seedlings designated in the Unit Description, divided by 1000. All Unit Totals within an Item must be summed and entered as the Item Total. In the event of an error in the extension of Unit Totals or Item Totals, the individual Unit Bid Price shall prevail

C. All bid forms must be signed in ink. If the bid is made by a corporation, it shall be signed by the corporation's authorized designee. Incomplete or unsigned bids may be rejected.

SECTION IV - BID FORM

TREE PLANTING INVITATION TO BID/CONTRACT NUMBER **1310**

Award of contract shall be on an **Item** basis

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: **1310**.

Item No.	Unit No.	Acres	Trees[1]	Unit Bid Price (Per 1000 Trees)	Unit Total[2]
1	**1**	**__96__**	**9,500**	**$_____**	**$_____**
1	**2**	**__787___**	**196,750**	**$_____**	**$_____**

Please limit my total award to a maximum _____ acres.

Bidders Name and Address:

Signature:_____

Title: _____

Company:_____

Note:
Detach and return this Section as per Clause 1-05.
[1]An approximate number.

CONTRACTOR'S DECLARATION of
INDUSTRIAL INSURANCE STATUS

INVITATION TO BID NUMBER _____1310_____

The undersigned represents that they operate as____ an individual, as____ a partnership, or as____ a corporation incorporated in the State of_____.

For the purpose of Industrial Insurance premiums payable to the Department of Labor and Industries, every individual in a partnership or joint venture must sign this bid sheet. Individuals not signing the bid sheet but assisting with the contract Work will be considered Workers for the purpose of Industrial Insurance except at the express approval of the Department of Labor and Industries.

Firm Name _____

Signature _____

Title _____

Address _____

City and State _____

Business Phone _____

Home Phone _____

Labor & Industries Account # _____

Washington Business License # _____

Additional Signatures _____

_____

_____

_____

_____

To whom it may concern:

The purpose of this form is to inform persons engaged in contracting forest activities of their liabilities under the mandatory provisions of the Industrial Insurance Act, Title 51 RCW.

The law provides benefits for a Worker, injured in the course of his employment, or his family or dependents in case of death of the Worker.

Worker is defined in the law as every person employed by an employer or every person working under an independent contract, the essence of which is that person's personal labor.

One who contracts to perform forest activities may require the assistance of other individuals to complete these contracts. If this is the case, you are required to establish an industrial insurance account with the Department of Labor and Industries and pay the prescribed premium on behalf of your Workers.

In the event you obtain the assistance of another person or persons to perform Work in connection with your contract, regardless of the circumstances, you should contact the Department of Labor and Industries at one of its statewide service locations or its Olympia headquarters. You will then be provided with the necessary information regarding opening an account, premium rates, and reporting requirements.

The law also provides that any agency or firm that lets a contract is liable for payment of industrial insurance premiums should the contractor fail to do so. The agency or firm may also withhold money due the contractor to insure payment of premium. Consequently, failure to comply with the above requirements could delay payment of retained funds.

Note:

Return one (1) copy of this form as per Clause 1-05.

SECTION V - OFFER AND CONTRACT AWARD FORM

OFFER (For Bidder Use Only)

On condition of a contract award for the identified bid price the undersigned offers and agrees to furnish services in compliance with all terms, conditions, and specifications of Invitation to Bid/Contract Number 1310. Submittal of this offer with authorized signature constitutes complete understanding of all terms and conditions. Further, submittal of this offer constitutes acceptance of and agreement to comply with all terms and condition of the Contract if awarded, and verifies that all services will be available throughout the period of the Contract.

_____
(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 1309, item #___1___is awarded to _____

State of Washington,
Department of Natural Resources

By: _____
(Signature) (Date)

Loren D. Torgerson
Northeast Region Manager

NOTE: Detach and return this Section per Clause 1-05.