



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

Northwest Region

919 North Township Street
Sedro Woolley, WA 98284
360-856-3500

INVITATION TO BID

Contract Number #1359

Contract Digest: Conifer Release, Hand Cutting
(Hand cutting of hardwood trees, brush and other competing vegetation in forest plantations.)

Contract Scope: 680 acres in Snohomish County

Term of Contract: Tuesday, May 29, 2012 – Friday, July 6, 2012

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NOTICE TO BIDDERS

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

Sealed bids will be accepted at the Department's Northwest Region office until **1:00 p.m. on Monday, May 21, 2012** 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: Ben R. Cleveland, Region Manager
Northwest Region

In Care Of: Chris Hankey
Northwest Region Intensive Management Forester
Washington State Department of Natural Resources
919 North Township Street
Sedro Woolley, WA 98284

Upper left corner: Bidder's Address

Lower left corner: Hand Cutting – "Sealed Bid"
Invitation to Bid/Contract Number: 1359

Questions pertaining to this Invitation to Bid can be answered by contacting Chris Hankey at 360-854-2811. 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.

Payments on this Invitation to Bid can only be paid out to contractors who are registered with The Office of Financial Management (OFM) <http://www.ofm.wa.gov/isd/vendors.asp>. Please follow the link for instructions on how to register or call the phone number listed below.

Address
Statewide Payee Desk
P.O. Box 43113
Olympia, Wa 98504-3113

Phone: 360-664-7779

SPECIAL NOTICES

Term of contract: **Tuesday, May 29, 2012 – Friday July 6, 2012**

Work shall begin on the start date identified above unless an alternate plan is approved by the Compliance Forester.

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

Gate Access: All gates associated with this contract will use locks that require a F1-3 key. This key is available from the Northwest Region main office in Sedro Woolley.

Provide proof of 2012 Farm Labor Contractor's License or letter of exemption from the Department of Labor & Industries before work begins.

PLEASE NOTE INSURANCE REQUIREMENTS WHICH INCLUDE INSURANCE CERTIFICATES REFERENCING THE CONTRACT NUMBER (SEE CLAUSE 2-04)

A **\$1,000** BID DEPOSIT IS REQUIRED WITH THIS BID OPENING (SEE CLAUSE 1-09).

A PRE-WORK IS REQUIRED ONCE AN AWARD HAS BEEN MADE (SEE CLAUSE 2-11).

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

Item 1	St. Joseph Hospital, 2901 Squalicum Parkway, Bellingham Ph: 360-734-5400
Item 1	United General Hospital: 1971 Highway 20, Sedro Woolley Ph: 360-856-6021
Item 1	Skagit Valley Medical Center, 1415 E Kincaid St, Mt. Vernon Ph: 360-424-4111
Item 1	Cascade Valley Hospital, 330 S Stillaguamish Ave, Arlington Ph: 360-435-2133
Item 1	Valley General Hospital, 14701 179th St. SE, Monroe Ph: 360-794-7497
Item 1	Providence General Hospital. 14th and Colby Ave., Everett Ph: 425-261-2000

DEFINITIONS

- A. 'Compliance Forester' means the Department staff performing the compliance inspections, approves Work, recommends payment to the Contract Manager, and manages the Work Schedule.
- 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. 'Conifer' means a tree that is a Douglas-fir, true fir, pine, hemlock, spruce, or cedar.
- E. 'Contractor' means the bidder who was awarded this Contract.
- F. 'Department' means the Department of Natural Resources of the State of Washington, acting through an authorized employee.
- G. 'Designated Contract Representative(s): Those individuals designated by the Contractor on the Pre-Work form during the Pre-Work Conference.
- H. '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.
- I. 'Hardwood' means any tree or tall shrub with broad leaves. Examples include alder, elderberry, big leaf maple, vine maple, madrone, cottonwood, cherry, willow and butterfly bush.
- J. '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.
- K. '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
- L. '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.
- M. 'Severely Suppressed Conifer' means a conifer which is unlikely to respond to release treatment or likely to be damaged during the felling of hardwood trees less than 5" dbh. These typically are found under a heavy canopy of hardwood trees and less than half the height the hardwood trees, and are often spindly, sparsely needled, and leaning. Douglas-fir, grand or noble fir, or pine species with drooping or bending stems (other than fresh new growth) should be considered 'Severely Suppressed'.
- N. '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 Summary, and corresponding Unit Map (Section III).
- O. 'Unit Bid Price' is the rate per acre written in the Unit Bid Price column of the bid form (Section IV Bid Form).
- P. '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.
- Q. 'Work' means the services the Contractor is required to satisfactorily complete in this Contract found in Section II Specifications and Section III Unit Description Summary for the Activity.

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, and the bid deposit specified in Clause 1-09.

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. Any contractor who, within the last two years of the start date of this contract, has had unsatisfactory performance resulting in the termination of a Department silviculture contract, will not be considered a responsible bidder unless the contractor provides government or forest industry references demonstrating acceptable performance on a minimum of 800 acres of silvicultural treatments since the time of the aforementioned termination. 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, Contractor's Declaration of Industrial Insurance Status, a photocopy of bidder's current Washington State Farm Labor Contractors License, and insurance certificate at the Department's Region Office (Section 2-04). 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 hold 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 hold 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 hold 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 1356** 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. 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

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](#)

In addition, personal fire extinguishers are required for each saw operator. A fire waiver may be granted by the Department's Region Fire Control Manager. If a fire waiver is granted, Contractor shall abide by the provisions of the waiver.

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 Summary (Section III). The site specific details found on the Unit Description Summary shall take precedence over these general guidelines when they exist.

2-25 Workers, Supervision and Equipment

The Contractor shall:

- A. Bear all costs of operation not specifically furnished by the Department in this contract.
- B. Provide all workers adequate crew supervision and serviceable equipment to satisfactorily accomplish treatment of acres described in the Unit Description Summary.
- C. Furnish all safety equipment.

The Department shall:

- A. Provide a Compliance Forester to acquaint the Contractor with the units and to conduct periodic field inspections.

2-30 Treatment Specifications

- A. Within fifteen (15) feet of Conifers that are not Severely Suppressed, all Hardwoods greater than four (4) feet tall shall be severed and felled, except for Hardwoods over 5" in diameter, which are to be girdled (Clause 2-30- E).
- B. Within six (6) feet of all Conifers, all woody shrubs greater than four (4) feet tall shall be severed and felled.
- C. Main stems or sprouts of shrubs, brush, Hardwood trees and living stump sprouts shall be severed no closer than four (4) inches but not further than twelve (12) inches from their point of origin, and all live limbs and branches on the remaining stump shall be severed at their point of origin.
- D. The severing and felling of shrubs, brush, and Hardwood trees shall be accomplished while avoiding physical damage to conifers on the unit.
- E. Any Hardwood tree with a DBH greater than five (5) inches that cannot be felled without damaging a Conifer shall be girdled by removing the bark from the main stem in a two (2) inch wide band completely around the stem below the lowest live branch.
- F. No Conifers will be pruned or otherwise damaged while cutting Hardwoods.
- G. No Hardwoods will be in contact with the top 1/2 of any Conifer after cutting and furthermore no Conifer leader will be bent or damaged by felled hardwoods.
- H. Where no Conifers or only Severely Suppressed Conifers exist, the Hardwoods are to be thinned to a 12 foot by 12 foot spacing. Red alder is the preferred Hardwood to be left when thinning is implemented, followed by big leaf Maple, paper birch, bitter cherry and then cottonwood. No other hardwood species are required to be thinned.
- I. Big Leaf Maple clumps in hardwood thinning areas shall be reduced to 3 or less stems.

2-31 General Specifications

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

SECTION II-C: COMPLIANCE INSPECTION AND PAYMENT

Compliance Inspection

2-32 Field Inspections

The Compliance Forester will conduct periodic inspections. Inspection plot Work may be done concurrently with release hand cutting Work but will be completed no later than five (5) business days after Work completion on the Unit. The minimum Compliance Percent for full payment is 90.

2-33 Inspection Plots

The Compliance Forester will use inspection plots using the criteria specified in the Unit Description Form (Section III) and the Specifications (Section II) to determine the Contractor's Unit Performance Rating (Clause 2-36). Inspection plots shall be circular and have a one fiftieth (1/50) acre radius. The Unit 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. In large units a maximum of 40 plots will be used to determine compliance percentage. The inspection plots will be well distributed over the Unit. The Compliance Forester will examine each inspection plot as described in Clause 2-34.

2-34 Inspection Procedures

Plots will be established in each treated Unit. The number of conifer trees within the plot will be determined. This number will serve as the total number of trees.

The number of hardwoods incorrectly cut within the plot will be determined along with the number of hardwood trees in contact with conifer trees and the number of damaged conifers.

Compliance percentage on each plot will be determined by dividing the total number of Conifer trees minus the sum of incorrectly cut trees, hardwoods in contact with conifers, and damaged conifers by the total number of trees and multiplying times 100. Compliance percentages calculated below 0 percent will be assigned a value of 0 percent.

Inspection plots with no conifer or only Severely Suppressed conifers. Where inspection plots with no or only Severely Suppressed Conifers are found, the plot percentage will be determined based on the correct thinning of existing hardwood trees. If the inspection plot is fully stocked with hardwood trees, treated plots with five to seven (5-7) trees will be assigned a value of 100 percent. Those with 8 will be assigned a value of 95 percent. Plots with 4 or 9 will be assigned a value of 90 percent. Plots with 10 will be assigned a value of 80 percent. Plots with less than 4 or more than 10 will be assigned a value of 0 percent. Areas of the plot where no hardwood trees have been growing will be considered as having correctly thinned hardwood trees.

2-35 Inspection Procedure Examples

An inspection example is as follows:

8 conifer trees (none Severely Suppressed) found on plot
3 hardwoods incorrectly cut
2 hardwoods in contact with conifers
1 damaged conifer; pruned limbs, broken tops, etc.

Compliance percentage = $(8 - 3 - 2 - 1) / 8 \times 100 = 25\%$

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

Compliance percentage = $(8 - 1) / 8 \times 100 = 87.5\%$

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

2-36 Unit Performance Rating

The performance rating on each unit will be determined by totaling the compliance percentages for all plots established in the treated Unit, then dividing by the number of plots that were established.

2-37 Unit Performance Rating Example

A performance rating example is as follows:

5 plots were taken on a ten acre unit.

The compliance percentages on these plots were: 80%, 80%, 90%, 85% and 90%

The Performance Rating for the unit = $(80 + 80 + 90 + 85 + 90) / 5 = 85\%$

2-38 Visual Inspection Option

The Compliance Forester may, in consultation with the Contract Manager, award a Performance Rating of 90% or above based on a visual inspection of the completed work unit without performing inspection plots. Performance Ratings below 90% require the plot documentation described above.

Determination of Payment

2-40 Boundaries

The boundaries depicted on Unit Maps (Section III) delineate the treatment areas. Failure to complete Work to boundaries established by the Department renders Work in any Unit unsatisfactorily completed. The Unit 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 release by hand cutting Work performed will be based on the Unit Performance Rating (Clause 3-55). The Compliance Forester's inspection will determine the rating.

- A. Satisfactory Work Performance: The Work will be satisfactory if the Unit Performance Rating is between 90 and 100 percent.
- B. Unsatisfactory Work Performance: The Work will be considered unsatisfactory if the Unit Performance Rating is less than 90 percent.

Reduction in Payment: The reduction in payment for unsatisfactory work will be based on inspection plots as identified in 3-50. If inspection plots produce a Unit Performance Rating less than 90 percent but equal to or greater than 80 percent, then the rate of pay will be equal to the Unit Bid Price reduced by 3 percent for every 1 percent the Work Performance rating is less than 90 percent. If inspection plots produce a performance rating at 79 percent or less, there will be no payment

2-42 Contract Compliance Basis

Contract compliance inspection of work performed and payment for work performed will be based on acreage completed (Clause 2-41).

2-43 Subdivision of Inspection Units

The Department may at its option subdivide and inspect units to determine the acceptability of work performed. Subdivisions for this purpose will be a minimum of ten (10) acres in size.

2-44 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. Reworked 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

In order to receive any payment the contractor must be registered with the Office of Financial Management (OFM) <http://www.ofm.wa.gov/isd/vendors.asp>.

The contractor will select whether payment will be made monthly as a partial payment for all successfully completed units, or by one total payment at the end of the contract, unless an alternate payment schedule is agreed upon in the pre-work conference. The Department will attempt to comply with the desires and needs of the Contractor but assumes no legal duty or obligation to adhere to the schedule of payment so arranged.

Payment shall be made as follows:

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.

Payment. The Contractor or Designated Contract Representative and the Compliance Forester shall sign a Unit Completion Form upon completion of a Unit or group of Units in order to ensure correct payment for acreage completed and performance rating earned. The Contractor may request partial payments based on the schedule determined in the pre-work conference. The Contract Manager or the Region's Proprietary Office Staff will complete an invoice and forward it along with the Unit Completion Form to the Region's Finance Office for processing.

Unit Completion Form. The Contractor or the Designated Contract Representative and the Compliance Forester shall complete and sign a Unit Completion Form at the conclusion of Work and completion of the compliance inspection on each Unit or group of Units that will be paid for together.

Verification Traverse. Net acreage as indicated in the Unit Description Form was measured on the horizontal plane. Large openings, roads, and buffer zones have been deducted from the gross acreage. 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 ($\pm 5\%$) 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.

SECTION III

Unit Descriptions

Unit Maps

Vicinity Maps

Conifer Release/Hand Cutting Contract 1359

Unit Description for Item 1

UNIT NUMBER	TRUST	LEGAL	FMU NAME	ACRES	SPECIAL REQUIREMENTS	General Information		
					UNIT SPECIFIC SPECIAL REQUIREMENTS	CLOSEST HOSPITAL	FIRE ZONE	COMMENTS
NW 1	3	T29N R7E S16, 17	LAKE ROESIGER 1	214	Complete this unit 2nd. Roads to and within this unit will be abandoned by June 15th, 2012. DO NOT SLASH WITH 200' OF COUNTY ROAD.	4	656	None
NW 2	3	T29N R7E S16, 17, 20, 21	LAKE ROESIGER 2	25		4	656	None
NW 3	3	T29N R7E S20, 21, 28, 29	LAKE ROESIGER 3	134	DO NOT SLASH WITH 200' OF COUNTY ROAD.	4	656	None
NW 4	3	T29N R7E S17, 18	LAKE ROESIGER 4	44	Complete this unit 1st. Roads to and within this unit will be abandoned by June 15th, 2012.	4	656	None
NW 5	3	T29N R7E S 29	LAKE ROESIGER 5	24	DO NOT SLASH WITH 200' OF COUNTY ROAD.	4	656	None
NW 6	3	T29N R7E S19, 29, 30	LAKE ROESIGER 6	239		4	656	None
Total Acres for Item 1				680				

Item 1 contract period is from May 29, 2012 to July 6, 2012

SPECIAL REQUIREMENTS FOR ALL UNITS:

1. Remove all slash from below the high water mark of all water bodies, whether water is present or not.
2. Remove slashing debris from all roads, cut-slopes, and ditches concurrent with operations.
3. Cut all vegetation that is impeding conifer growth (4' high or higher) within 6' from conifer trees. (This includes but is not limited to blackberry, salmonberry, elderberry, butterfly bush, scotch broom and English holly)
4. Minimum crew size: 10

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

1	United General Hospital: 1971 Highway 20, Sedro Woolley, WA. 98284 Ph: 360-856-6021
2	Skagit Valley Medical Center, 1415 E Kincaid St, Mt. Vernon 360-424-4111
3	Cascade Valley Hospital, 330 S Stillaguamish Ave, Arlington 360-435-2133
4	Valley General Hospital, 14701 179th St. SE, Monroe 360-794-7497
5	Providence General Hospital. 14th and Colby Ave. Everett 425-261-2000
6	St. Joseph Hospital, 2901 Squalicum Parkway, Bellingham, Wa. Ph: (360) 734-5400

UNIT MAP

Hand Cutting

Invitation to Bid No. 1359

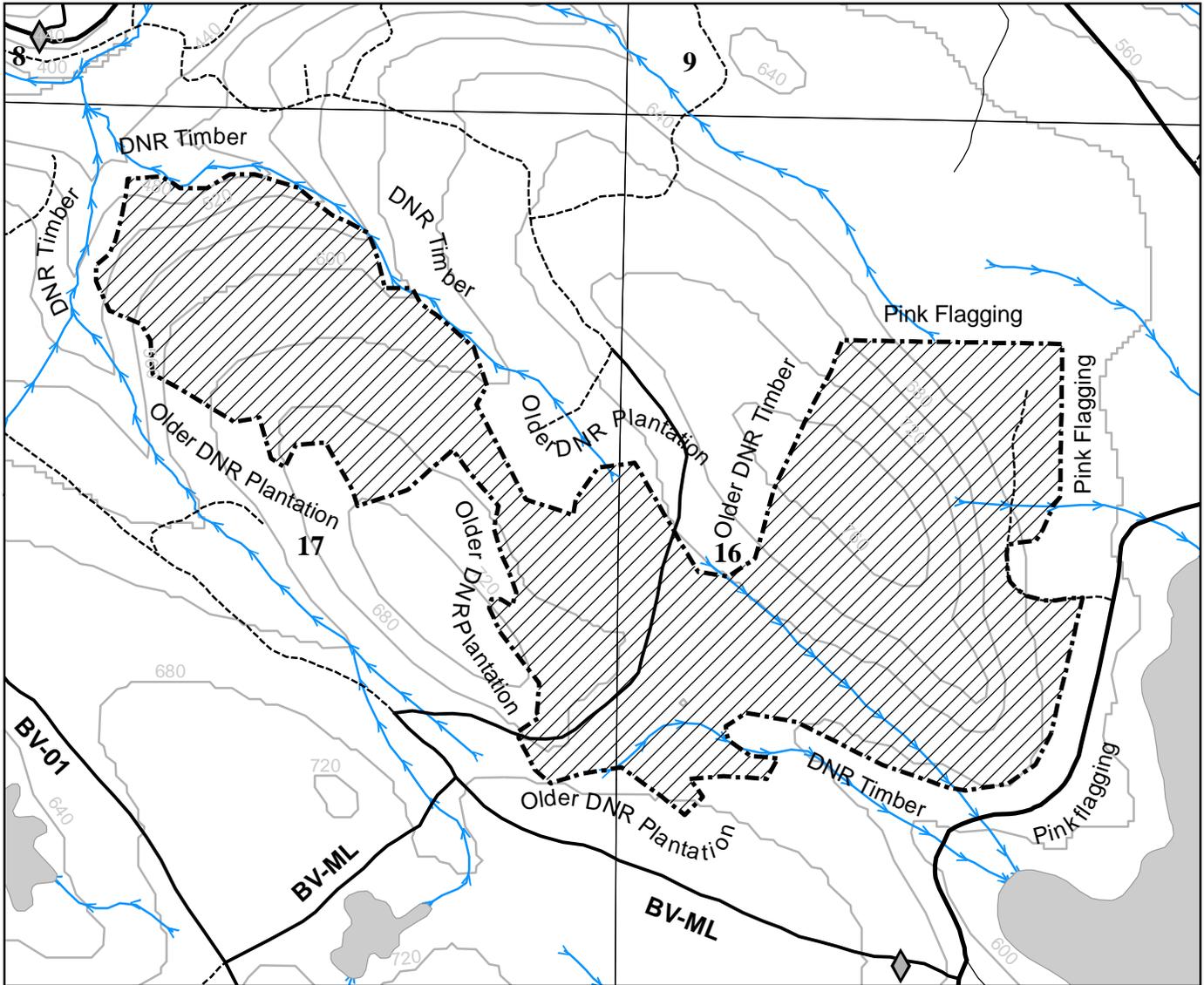
Item No. 1

Unit No. NW 1

UNIT NAME: LAKE ROESIGER 1
FMU ID:
TRUST: 03
ACRES: 214

REGION: NORTHWEST
LOCAL: STARBIRD
COUNTY: SNOHOMISH

T29N-R7E SEC 16, 17



Treatment Area



Gate

Road

Closed Road

Unit Boundary



Tank Trap

Streams

40 ft. Contours

Scale 1:12,000

Directions: From Granite Falls, travel 4.4 miles south on Menzel Lake Road to Lake Roesiger Road. Continue traveling 1.0 mile to Lake Roesiger Road. Turn right and travel 0.5 miles to the unit on the right.

UNIT MAP

Hand Cutting

Invitation to Bid No. 1359

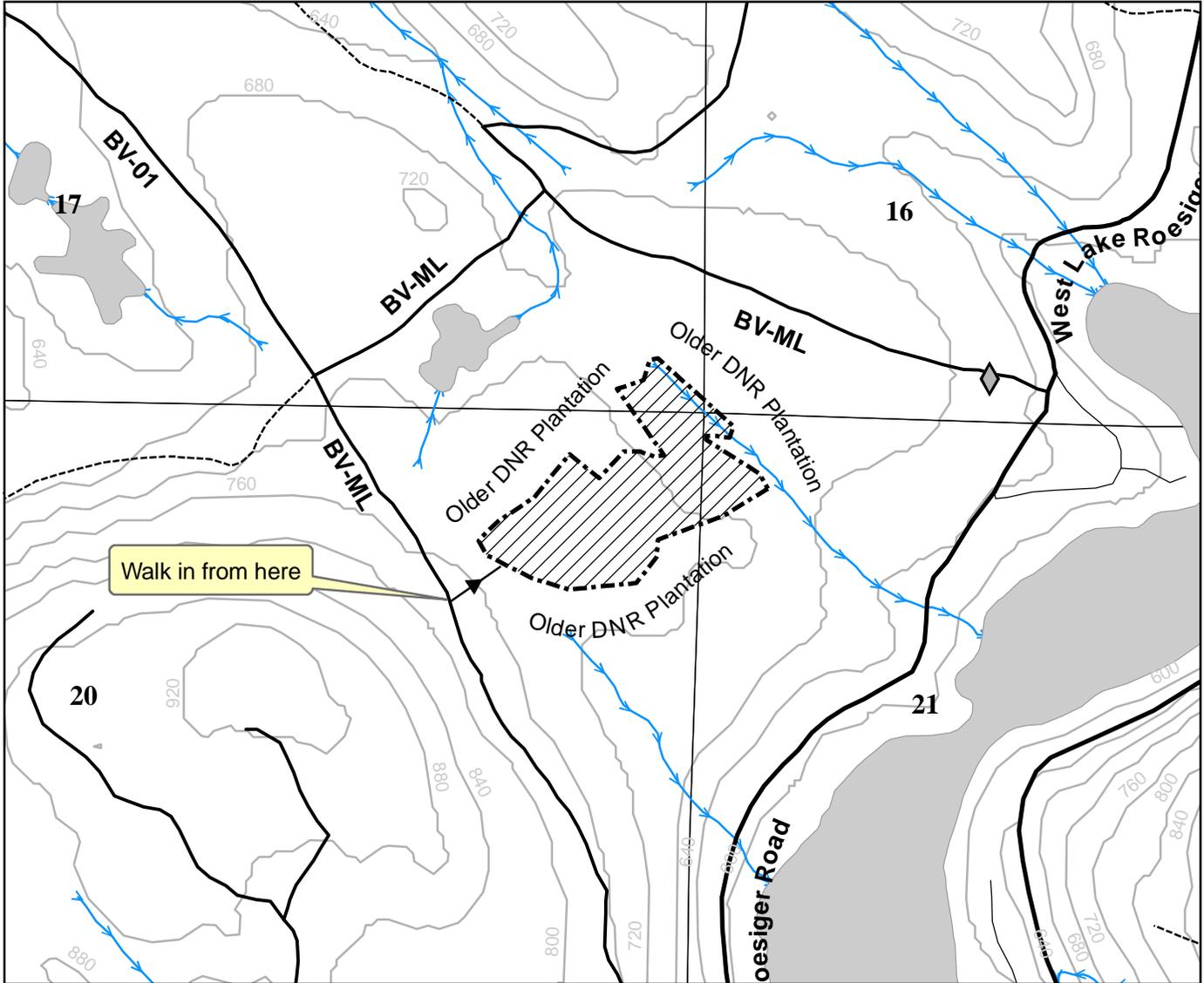
Item No. 1

Unit No. NW 2

UNIT NAME: LAKE ROESIGER 1
 FMU ID:
 TRUST: 03
 ACRES: 25

REGION: NORTHWEST
 LOCAL: STARBIRD
 COUNTY: SNOHOMISH

T29N-R7E SEC 16, 17, 20, 21



Treatment Area



Gate

— Road

Scale 1:12,000

- - - Closed Road

— Unit Boundary



Tank Trap

>>> Streams

~ 40 ft. Contours

Directions: From Granite Falls, travel 4.4 miles south on Menzel Lake Road to Lake Roesiger Road. Continue traveling 1.0 mile to Lake Roesiger Road. Turn right and travel 0.9 miles to the BV-ML. Turn right, pass through the locked gate, and travel 0.6 miles. Turn left and travel 0.3 miles. Turn left and travel 0.3 miles. From here there is a 350' walk northeast to the unit.

UNIT MAP

Hand Cutting

Invitation to Bid No. 1359

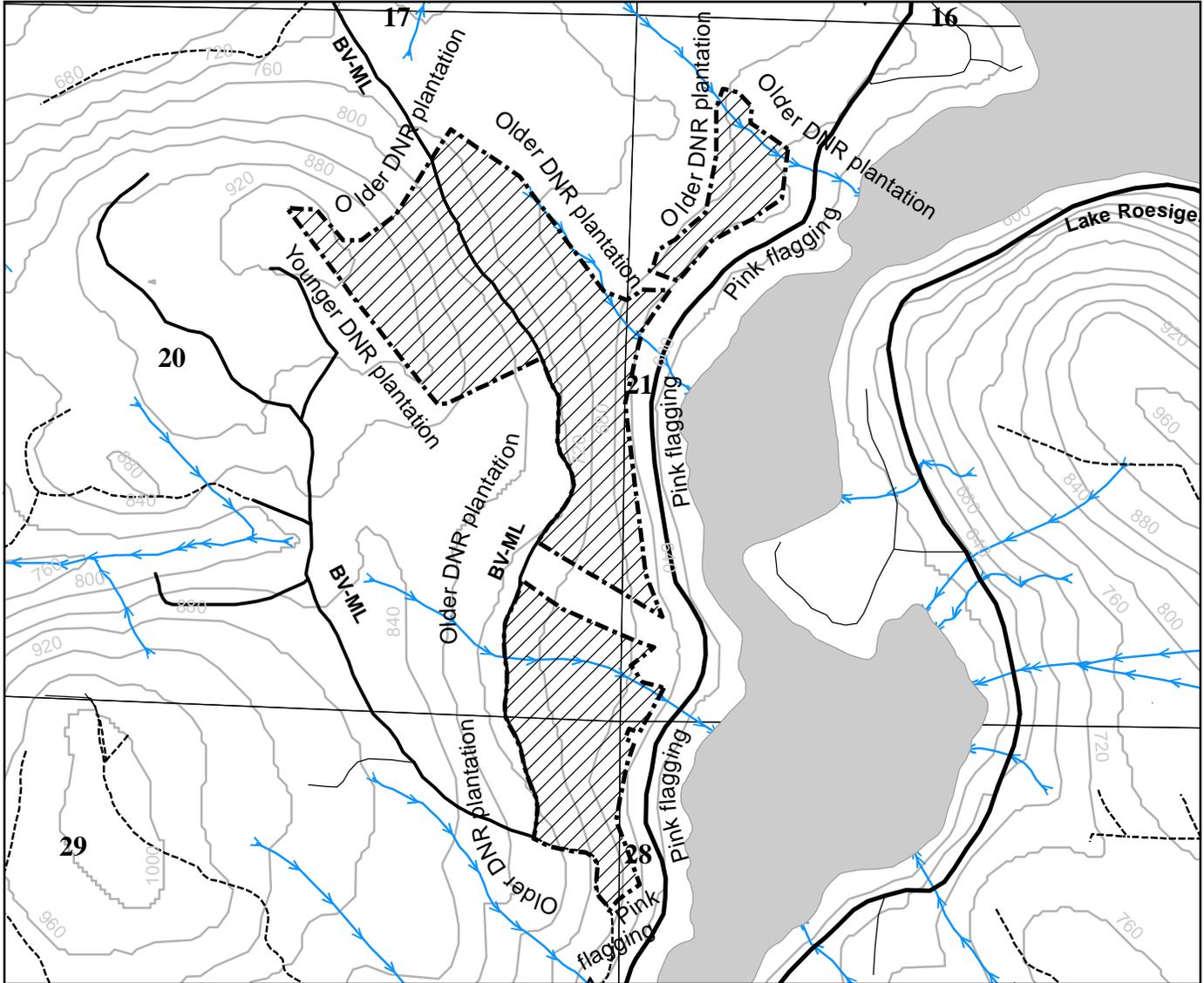
Item No. 1

Unit No. NW 3

UNIT NAME: LAKE ROESIGER 3
 FMU ID:
 TRUST: 03
 ACRES: 134

REGION: NORTHWEST
 LOCAL: STARBIRD
 COUNTY: SNOHOMISH

T29N-R7E SEC 20, 21, 28, 29



Treatment Area



Gate

— Road

Scale 1:15,000

- - - Closed Road

— Unit Boundary



Tank Trap

>>> Streams

~ 40 ft. Contours

Directions: From Granite Falls, travel 4.4 miles south on Menzel Lake Road to Lake Roesiger Road. Continue traveling 1.0 mile to Lake Roesiger Road. Turn right and travel 0.9 miles to the BV-ML. Turn right, pass through the locked gate, and travel 0.6 miles. Turn left and travel 0.3 miles. Turn left and travel 0.3 miles to the unit.

UNIT MAP

Hand Cutting

Invitation to Bid No. 1359

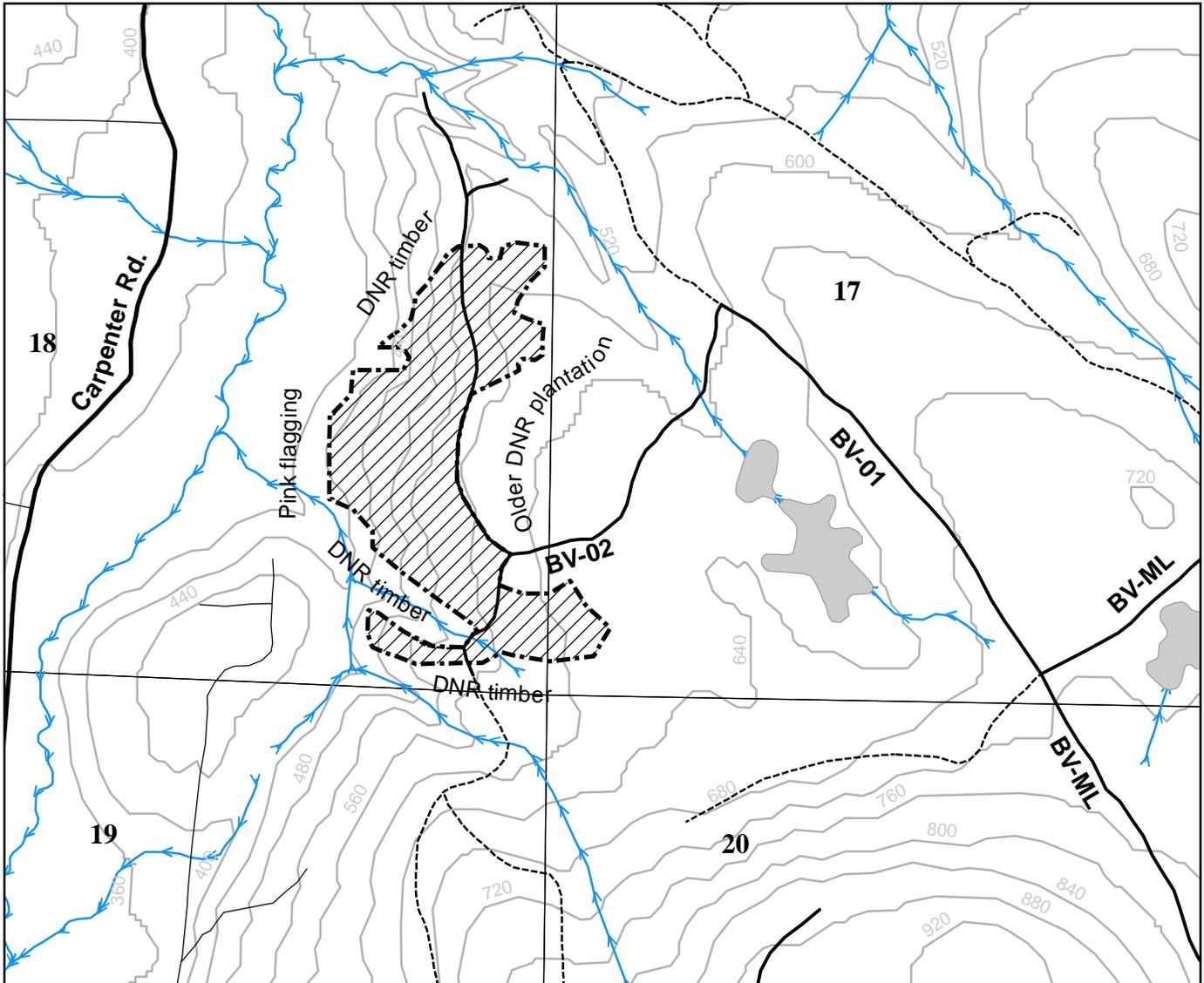
Item No. 1

Unit No. NW 4

UNIT NAME: LAKE ROESIGER 4
FMU ID:
TRUST: 03
ACRES: 44

REGION: NORTHWEST
LOCAL: STARBIRD
COUNTY: SNOHOMISH

T29N-R7E SEC 17, 18



Treatment Area



Gate

— Road

Scale 1:12,000

- - - Closed Road

— Unit Boundary



Tank Trap

>>> Streams

~ 40 ft. Contours

Directions: From Granite Falls, travel 4.4 miles south on Menzel Lake Road to Lake Roesiger Road. Continue traveling 1.0 mile to Lake Roesiger Road. Turn right and travel 0.9 miles to the BV-ML. Turn right, pass through the locked gate, and travel 0.6 miles. Turn left and travel 0.3 miles to BV-01. Turn right and travel 0.6 miles to BV-02. Turn left and travel 0.4 miles to the unit.

UNIT MAP

Hand Cutting

Invitation to Bid No. 1359

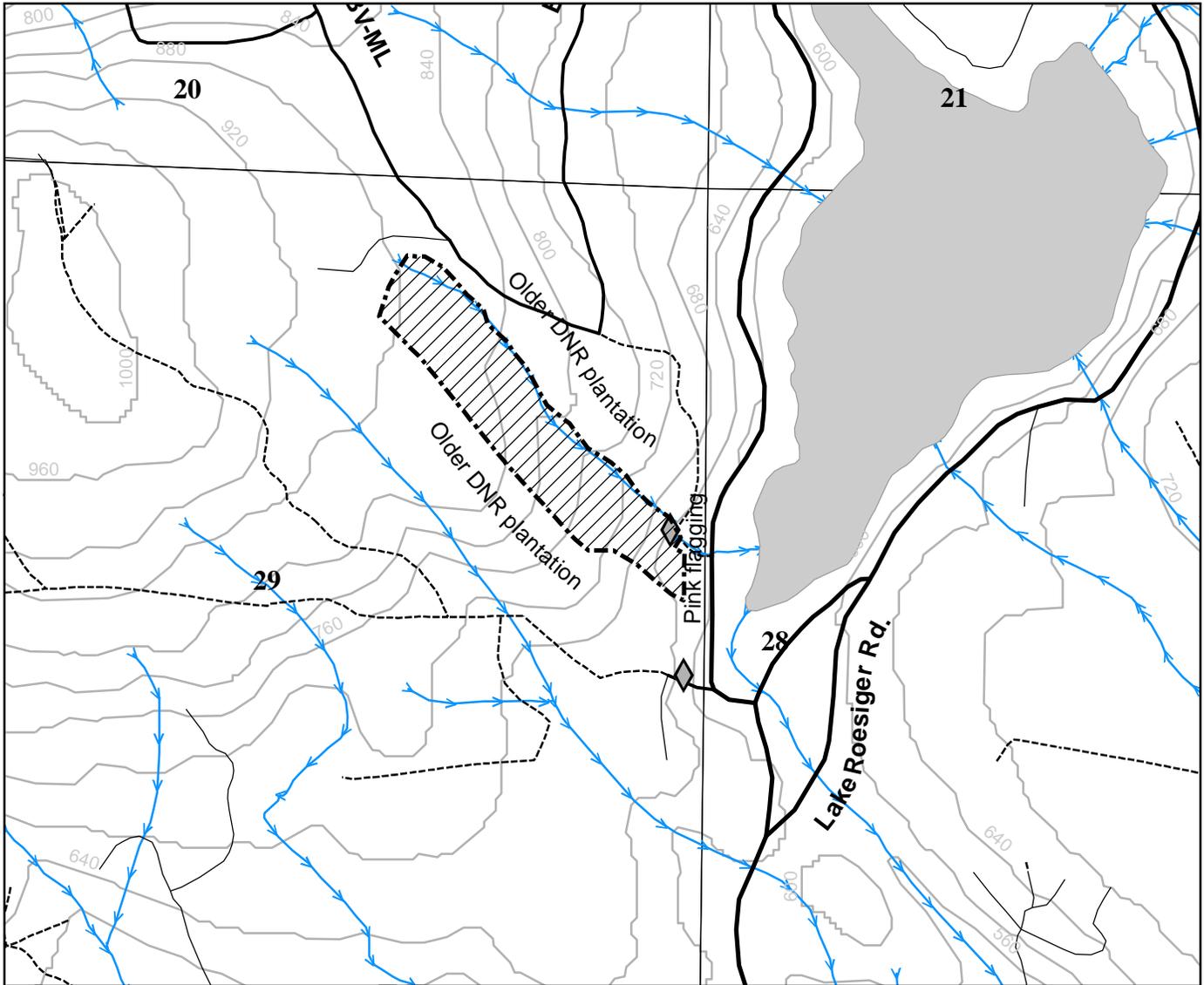
Item No. 1

Unit No. NW 5

UNIT NAME: LAKE ROESIGER 5
FMU ID:
TRUST: 03
ACRES: 24

REGION: NORTHWEST
LOCAL: STARBIRD
COUNTY: SNOHOMISH

T29N-R7E SEC 29



Treatment Area



Gate

Road

Closed Road

Unit Boundary



Tank Trap

Streams

40 ft. Contours

Scale 1:12,000

Directions: From Granite Falls, travel 4.4 miles south on Menzel Lake Road to Lake Roesiger Road. Continue traveling 1.0 mile to Lake Roesiger Road. Turn right and travel 1.6 miles to the unit on the left.

UNIT MAP

Hand Cutting

Invitation to Bid No. 1359

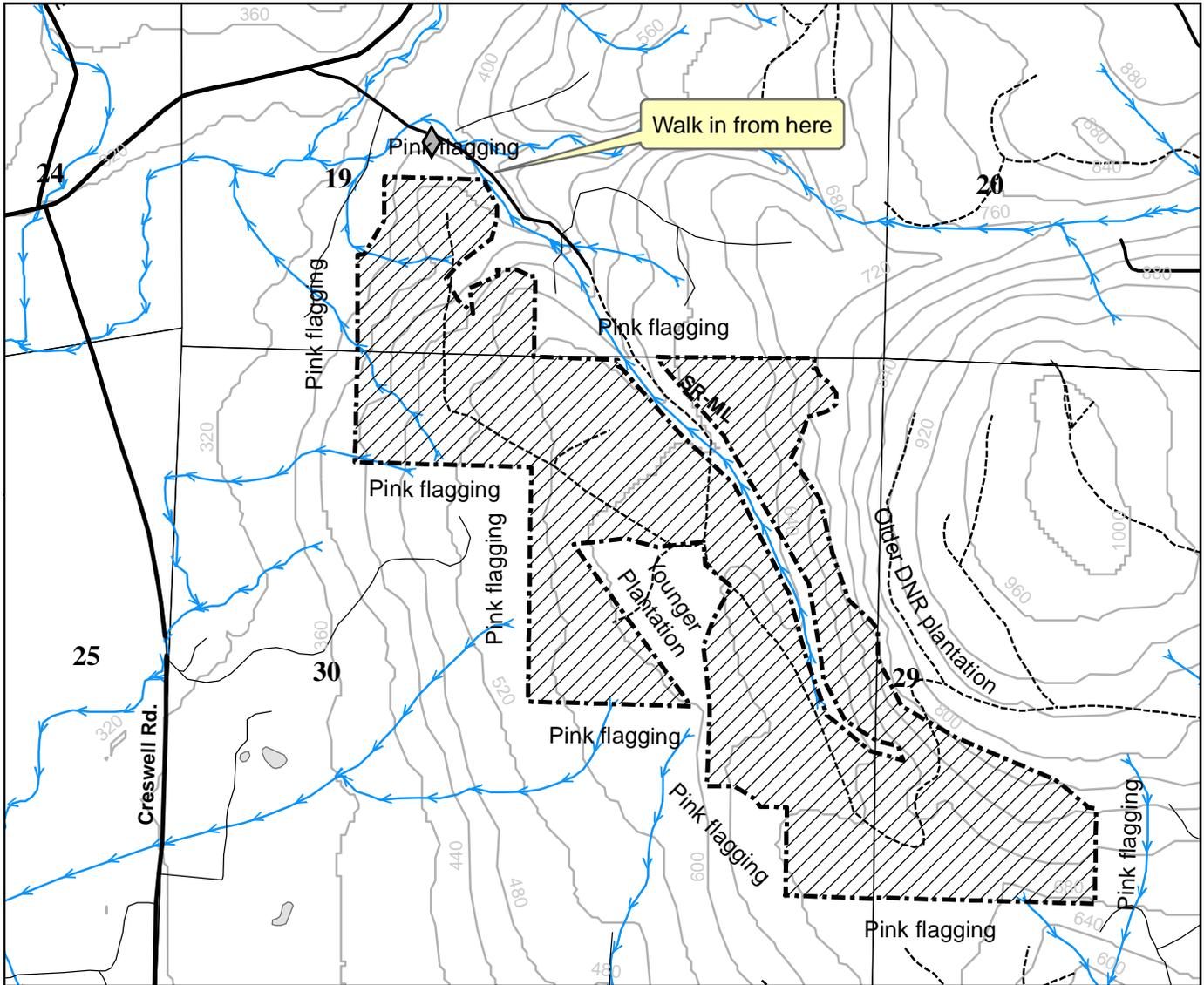
Item No. 1

Unit No. NW 6

UNIT NAME: LAKE ROESIGER 6
 FMU ID:
 TRUST: 03
 ACRES: 239

REGION: NORTHWEST
 LOCAL: STARBIRD
 COUNTY: SNOHOMISH

T29N-R7E SEC 19, 29, 30



Treatment Area



Gate

— Road

Scale 1:15,000

- - - Closed Road

— Unit Boundary



Tank Trap

>>> Streams

~ 40 ft. Contours

Directions: From Granite Falls, travel 4.4 miles south on Menzel Lake Road to Carpenter Road. Turn right and travel 3.6 miles to Sanders Road. Turn left and travel 0.2 miles to the SR-ML. Pass through the locked gate and travel 0.1 mile. There is a 70' walk southwest to the unit.

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 1359**. Submittal of this document with authorized signature constitutes complete understanding of all terms and conditions. And further, submittal of this document constitutes acceptance of an 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 **1359** is hereby awarded and executed between _____ and the State of Washington, Department of Natural Resources, to be effective _____, 2012. This award is for Item Number(s) One.

State of Washington,
Department of Natural Resources

By: _____
(Signature) (Date)

Ben Cleveland
Northwest Region Manager

NOTE: Detach and return this form per clause 1-05.