



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

Southeast Region

INVITATION TO BID

Contract Number 1386

Contract Digest: Young Stand Data Collection

(Data collection using fixed area plots of tree species, diameters, heights and damage codes). **Item A** of the contract is collecting data in stands from 10 to 25 years of age to prioritize pre-commercial thinning (PCT) treatment.

Notice To Bidders

Definitions

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- Instructions to Bidders

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NOTICE TO BIDDERS

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

Sealed bids will be accepted at the Department's Southeast Region office until 10:AM on October 8, 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: Todd Welker, Region Manager
Washington State Department of Natural Resources
Southeast Region
713 Bowers road
Ellensburg, WA 98926

Upper left corner: Bidder's Address

Lower left corner: Young Stand Data Collection – "Sealed Bid"
Invitation to Bid/Contract Number: 1386

Questions pertaining to this Invitation to Bid can be answered by contacting Larry Leach at 509-493-4379 ext. 221. 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.

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

Phone: 360-664-7779

DEFINITIONS

- A. 'Compliance Forester' means the Department staff that performs the compliance inspections, approves Work, recommend payment to the Contract Manager, manage 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. 'D.B.H.' - Diameter at breast height, a point on the tree stem 4.5 feet above ground level.
- 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. 'Item' means the smallest category of area that can be awarded to one contractor. This contract can be a roll-up of 'Units' within a large geographic area. Items are used for award purposes to identify to the contractor what portions of this contract their specific award is for.
- J. 'Pre-commercial Thinning (PCT) means the cutting of non-merchantable or non-desirable trees with chain saws to allow the most valuable trees to grow with less competition for light, water, nutrients and growing space.
- 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. 'Slash' - shall mean all organic debris in the work area either pre-existing or created by the pre-commercial thinning operation generally consisting of dead and down trees.
- N. 'Surplus Trees' - All trees designated for cutting.
- O. '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).
- P. 'Unit Bid Price' is the rate per plot written in the Unit Bid Price column of the bid form (Section IV Bid Form).
- Q. '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.
- R. '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
- S. 'Work Day' means any week day during the contract term. Weekend days or state holidays are not work days unless authorized in advance writing by the Compliance Forester.

- T. 'EDR' means Electronic Data Collector the contractor will be required to collect data on and download data from. Section II Specifications will detail which model of data collector will be provided to the contractor for use on the contract.
- U. 'GPS' means the handheld device that will be provided for use by the contractor to locate the plot center for each plot within the 'Units'.
- V. 'Unit Map' means the paper map provided which illustrates the plot center locations and numbers for each 'Unit'. Unit maps are included within Section III Unit Description.

SECTION I: INSTRUCTIONS TO BIDDERS AND CONTRACT AWARD

1-01 Unit Inspection & Bid Preparation

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.

1-03 Bid Submission is 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.

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 for purposes such as repair or replacement of contractor damage to the EDR or GPS or to complete unfinished work under the original contract, the Contractor shall replace the portion(s) by the due date indicated on the written notification from DNR before work proceeds.

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/or through reference checks; 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

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 1386 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.

2-08 Subcontracting

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

2-09 Nondiscrimination

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

2-10 Contractor's noncompliance

In the event of 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.

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. The following forms included in Section III will also be required to be filled out by the contractor at the pre-work conference:

1. The Pre-work Form which Includes

- a. 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.
- 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. Clarification of any unique requirements or conditions of the Work within this Contract prior to commencing Work.
- d. Names(s) and contact information for the Contract Manager and Compliance Forester(s).
- e. Time interval(s) at which units will be processed for payment.

2. Key checkout form for all gate keys issued to contractor.

3. Pre-signed A-19 form to release the L&I retainage at the termination of the contract.

4. L&I Report by Landowner form

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.

2-14.1 Twenty Percent Rule

DNR uses what is referred to as the "Twenty Percent Rule" to determine if a project is no longer viable. The

“twenty Percent Rule” states:

If the Contractor’s rate of progress towards completion of the contract item is such that the difference between the percentage of the total number of work days remaining in the contract period and the percentage of the total number of uncompleted plots remaining in the contract becomes greater than twenty percent (20%) the project is in jeopardy of being no longer viable, in which case the contractor will subject to clause 2-16.

EXAMPLE 1 OF 20% RULE:

If the contract item term is 100 work days for 4,000 plots and progress of the contractor after the first 20 days of operation is less than 800 plots, then the contractor must revise the work plan to show they can successfully complete the remaining work before the contract expires or be subject to clause 2-16.

EXAMPLE 2 OF 20% RULE:

Beginning at a point in time 20% into the contract term the following conditions exist (after 20 work days):
Percentage of work days remaining: $[50 \text{ days} / 100 \text{ days} * 100] = 50\%$ of work days remaining
Percentage of plots remaining: $[3280 \text{ plots} / 4,000 \text{ plots} * 100] = 82\%$ plots remaining
Difference in percentages: $82\% - 50\% = 32\%$ difference.
Progress does not meet the “twenty percent rule”; therefore, contractor is subject to clause 2-16.

2-15 Work Days

Work shall only proceed on regular Monday through Friday business days. Work on weekends or a designated State holiday 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.

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 Fire 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 contractor’s 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 arrester 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.

2-21 Prohibition from Removal of Merchantable Products

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.

2-22 Garbage

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.

2-23 Camping

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 to complete the work within the contract term.
- B. To provide trained employees or the training necessary to enable employees to accurately identify native forest trees and damage agents, accurately measure tree heights, diameters and vegetation ground cover percentage. A two-year technical degree in Natural Resources or Forestry and minimum three (3) months of young stand data collection experience will meet this requirement. Documentation of a worker's experience shall be provided to the Department upon request.
- C. To bear all costs of operation not specifically furnished by the Department under Clause Section 2-55.
- D. To furnish all required safety equipment, fire equipment, and a vehicle to transport workers. The Contractor shall supply vehicles capable of traveling backcountry roads (4-wheel drive vehicles may be needed for some areas). Where roads are closed by weather, washout, operations or other restrictions, workers shall be required to walk in unless other means of transportation are approved by the Compliance Forester.
- E. To provide waterproof markers to mark on flagging to identify plot centers and reference points.
- F. To provide all plot data files and GPS track logs electronically to DNR Husum Office within one week of completion. Download locations and times will be documented in the pre-work form at the pre-work conference and will be somewhat flexible to minimize contractor travel times to submit data within this time frame.
- F. Periodic supervision of workers to insure completion of work to contract standards.

2-25 Boundaries

- A. the contractor is to take the initiative in determining whether boundaries are sufficiently marked. The compliance forester will be available to assist in locating boundaries that are not sufficiently marked with more than 24 hours' notice of a need.
- B. Number of plots as indicated in the Unit Description was measured on the horizontal plane. A small percentage of plots will be located just outside unit boundaries and will not be measured.

2-55 Department shall furnish:

- A. A Department Representative to acquaint the Contractor with each unit to be worked and to conduct periodic field inspections on a minimum of 10% of completed plots prior to payment on any individual unit.
- B. Boundary and plot marking and access to the unit as reasonably necessary to complete the contract as indicated on the Unit Maps.

- C. To provide colored ribbon at a rate of one (1) roll per five (5) plots to mark plot centers and road transects. Color ratio will be six (6) rolls pink to four (4) rolls blue.

2-61 Determination of Payment

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

- A. The plots illustrated on the Unit Maps in Section III, provide the basis for determining work to be completed. Failure to complete plots within 1 chain (66 feet) of the plot center established by the Department renders work unsatisfactorily completed. The Contractor is to utilize the Garmin GPS with plot locations pre-loaded by the contract manager to navigate to all plot centers. No consideration or payment will be given for work that extends beyond unit boundaries by error. Work procedures shall follow the procedures in SECTION III titled FIELD MANUAL.
- B. Determination of work satisfactorily completed is described in the FIELD MANUAL.
- C. A minimum of 10% of plots completed by the contractor will be evaluated by the Compliance Forester to determine payment on each completed unit.

2-71 Unsatisfactory Work Compliance

- A. The Compliance Forester will inspect the contract work to determine if plot location and data collection accuracy is satisfactory before payment occurs for each work unit.
- B. The Contractor will be notified of any unsatisfactory unit(s) or parts thereof, within 2 weeks of the unit completion date.
- C. If found unsatisfactory, Contractor will be subject to clause 2-16 and any re-work by the contractor will be at his or her own cost and may be deducted from the contractor's performance security for purposes of paying another contractor to complete the work if a Breach of Contract occurs.
- D. At the department's option, the Contractor shall rework a unit on which the Contract's work performance is not rated satisfactory, and further, it shall be the Department's option to require the rework be completed prior to starting new work. Rework areas will be reexamined for contract compliance, the resulting performance rating will supersede the previous performance rating for the area in question.
- E. Plot data must be submitted electronically from the handheld data collectors to Compliance Forester or Contract Manager within seven (7) days of completing a unit or work will be unsatisfactory.

2-72 DATA SCORING

- A. Each data field not filled in correctly will equal one error point.
- B. Any plot with more than two (2) error points is unacceptable. Any unit inspected cannot accumulate more than two (2) failed plots. Any unit that fails inspection will be returned to the contractor. At the option of the Department the Contractor may be required to resurvey the unit by establishing new plot locations.
- C. A point shall be deducted for each of the following errors on the unit file:
 - 1. Missing or incorrect plot number, or incorrect species.

2. The number of total trees per plot is more than one (1) different than the actual number of total trees per plot that are present on a plot when the total number of trees on a plot is less than or equal to fifteen (15).
3. The number of commercial crop trees per species on a plot is ten (10) percent different than the number of commercial crop tree per species that are present on a plot when the total number of commercial crop trees per species on the is greater than fifteen (15).
4. The estimated diameter is within (10) percent of the actual measured value for trees >4.5 feet tall.
5. The total estimated height measurement is within ten (10) percent of the actual measured total height measured for trees in Pre-PCT plots.
6. When damage type is incorrect for more than one tree per plot.
7. When total vegetation cover (shrub cover + herbaceous cover) percentage is fifteen (15) percent or more different than the actual cover percentage measured by the Compliance Forester for Initial Survival/Stocking surveys.

Example: If the total points accumulated are two or greater, then the plot will fail compliance. The plots that failed compliance will not receive payment. If more than two (2) plots in a unit fail compliance, resurvey of the unit will be required. If resurvey is not conducted on all unsatisfactory plots, then no payment shall be made for that unit.

2-76 Payment shall be made as follows:

Payment may be made by the month, unit or by one total payment. Details of payment schedule will be determined in the pre-work conference (Clause 2-71). The Department will attempt to comply with the desires and needs of the Contractor but assumes no legal duty or obligations to adhere to the schedule of payments so arranged.

- A. Contractor or contract representative (Clause 2-28) and the Compliance Forester shall sign the Unit Completion Form at time of data download. Final payment will not be made to the Contractor unless the plot data downloaded is deemed satisfactory by the Compliance Forester field audit, and "final" payment is designated thereon.
- B. Ten percent (10%) of all payments due Contractors who employ workers shall be retained by DNR as security for L&I industrial insurance premiums owed for their workers. Upon determination that the Contractor has met all financial obligations for industrial insurance premiums related to the Item(s) of this Contract, the 10% retainage will be returned to the Contractor. DNR will return this retainage approximately 45 days following close of the quarter in which the work was completed. However, if the Contractor notifies DNR in writing that they have paid all L&I premiums associated with the Item(s) of this Contract, DNR will, upon determination that the Contractor has met all financial obligations for industrial insurance premiums related to the Item(s) of this Contract, work diligently to return the retainage as soon as practical.

2-77 Survey Procedures:

Plots shall be 1/50th acre circular plots with a radius of 16 feet 8 inches, measured on a horizontal plane passing through plot center. Location shall be established on an east-west by north south grid. Grids shall be sized for 1 plot per 5 acres, but no fewer than 5 plots in a unit. The survey route, of the lines actually traveled, shall be marked with pink ribbon not more than one chain between ribbons. If a plot falls on a constructed void (road, rock pit, landing, etc.) move forward or backward one chain to establish the plot.

Two types of cards will be used for each unit:

- A. The cover card, electronic or paper format contains summary information for the unit as well as a map completed by the contractor that shows the location of plots and other pertinent information.
- B. The plot card, in electronic or paper format is used to record data for each individual plot. One line is to be used per tree. The contractor will use abbreviation codes provided by the Department from this contract. Plot data turned in electronically must be in a MS Excel 2007 or newer format prior to payment.
- C. Commercial crop tree information that must be collected is:
 - Species
 - Diameter at breast height (nearest inch)
 - Total height (closest foot)
 - Crown Ratio (in percent of length of green crown/total length)
 - Damage or mortality

No more than 15 crop trees of any one species shall be recorded per plot. If more than 15 are present, an estimated total count per species shall be recorded.

Section III, Unit Descriptions
Pre-PCT assessments

Southeast Region, Klickitat District

Contract Number 1386

	Contract Unit	Unit Name	Township	Range	E/W	Section	Acres	Plots	Gate	Snow	Shutdown Zone	Elevation	
Item A	1	So Mill Creek	4	10	E	32	10	5	No	yes	609W	2200-2400	
	2	Wilson U1	4	9	E	25	54	10	No	yes	609W	2400-3000	
	3	Wilson U2	4	10	E	24	115	23	No	yes	609W	2400-3000	
	4	Nova II	5	10	E	14	84	17	No	yes	609W	1900-2400	
	5	Volt	6	10	E	35	96	19	No	yes	609W	2000-2600	
	6	SE Four	5	10	E	4	51	10	No	yes	609W	3400-3600	
	7	King Mtn	6	11	E	4	30	6	No	yes	609W	3500-3700	
	8	Unit Line	5	12	E	29	26	5	No	yes	609W	1800-2000	
	9	Middle Loop	5	10	E	11	59	12	No	yes	609W	2500-2800	
	Total						525	107					

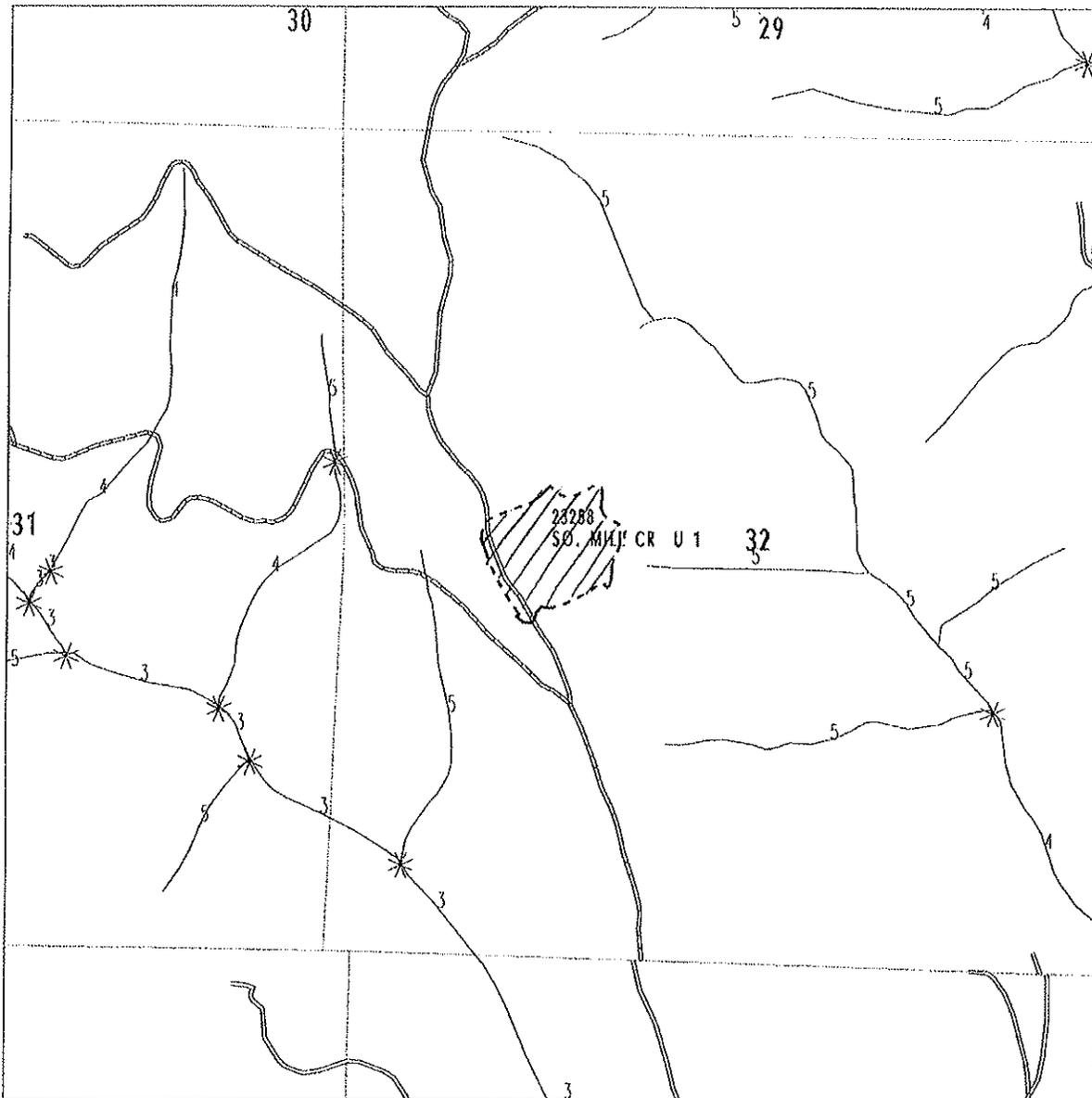
UNIT MAP

ITEM A
Unit 1

T4N-R10E SEC 32
UNIT NAME: SO. MILL CR U 1

REGION: SOUTHEAST
DISTRICT: KLICKITAT
LOCAL: KLICKITAT

COUNTY: KLICKITAT
TRUST: 3



 Treatment Area	 Unit Boundary	 Paved Road	Scale 1:12000
 Buffer Area	 Stream	 Unpaved Road	Page No. 17
	1 - 5 Water Types	 Other Surface	

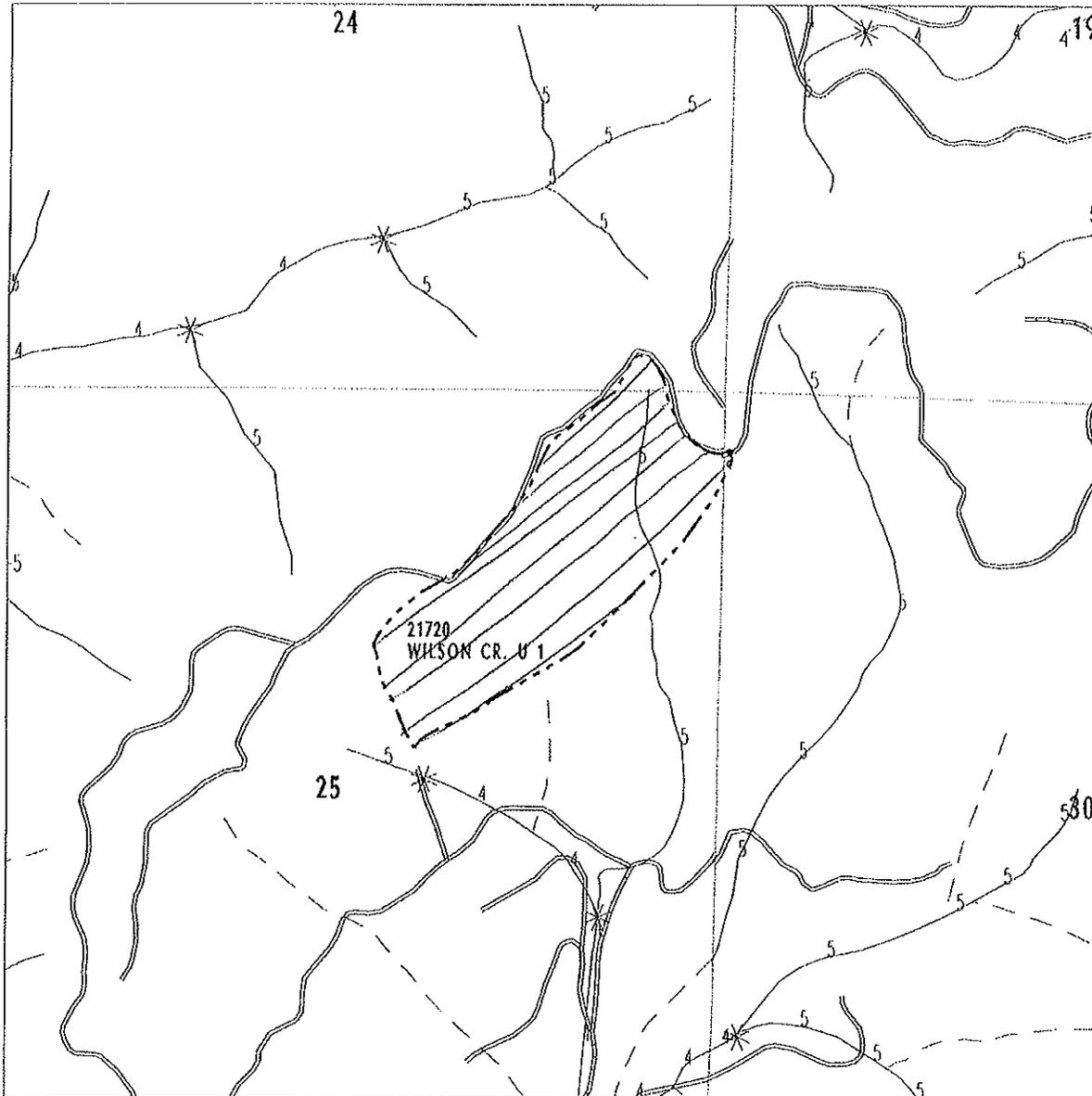
UNIT MAP

*ITEMA
UNIT 2*

T4N-R9E SEC 25,24
T4N-R10E SEC 30
UNIT NAME: WILSON CR. U 1

REGION: SOUTHEAST
DISTRICT: KLICKITAT
LOCAL: KLICKITAT

COUNTY: KLICKITAT SKAMANIA
TRUST: 10,3,1



- | | | | |
|--|---|---|--------------------|
|  Treatment Area |  Unit Boundary |  Paved Road | Scale 1:12000 |
|  Buffer Area |  Stream |  Unpaved Road | |
| | 1 - 5 Water Types |  Other Surface | Page No. <u>18</u> |

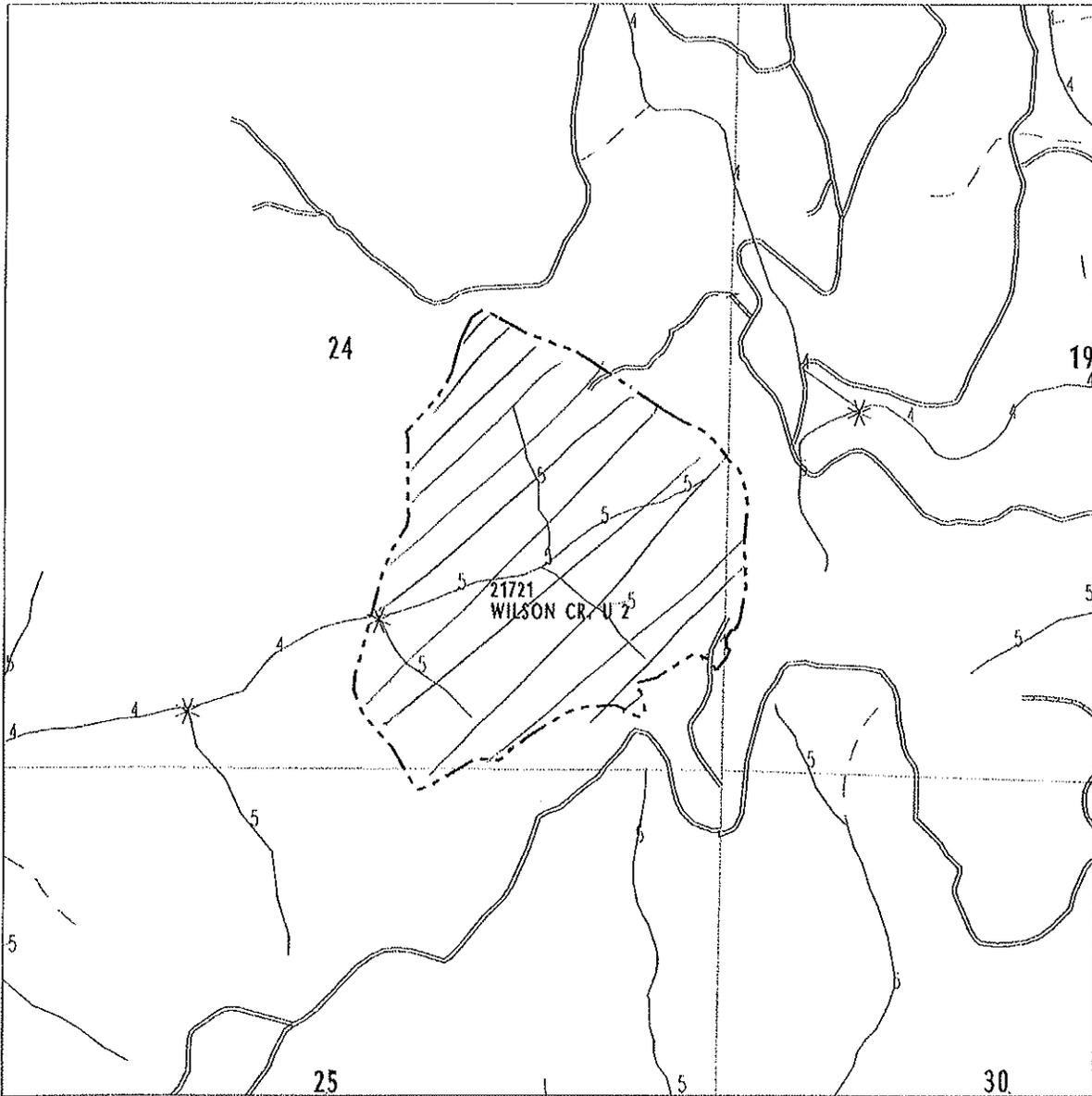
UNIT MAP

ITEM A
UNIT 3

T4N-R9E SEC 25,24
T4N-R10E SEC 19
UNIT NAME: WILSON CR. U 2

REGION: SOUTHEAST
DISTRICT: KLICKITAT
LOCAL: KLICKITAT

COUNTY: KLICKITAT SKAMANIA
TRUST: 10,3,1



- | | | | |
|--|---|---|---------------|
|  Treatment Area |  Unit Boundary |  Paved Road | Scale 1:12000 |
|  Buffer Area |  Stream |  Unpaved Road | Page No. 19 |
| |  1 - 5 Water Types |  Other Surface | |

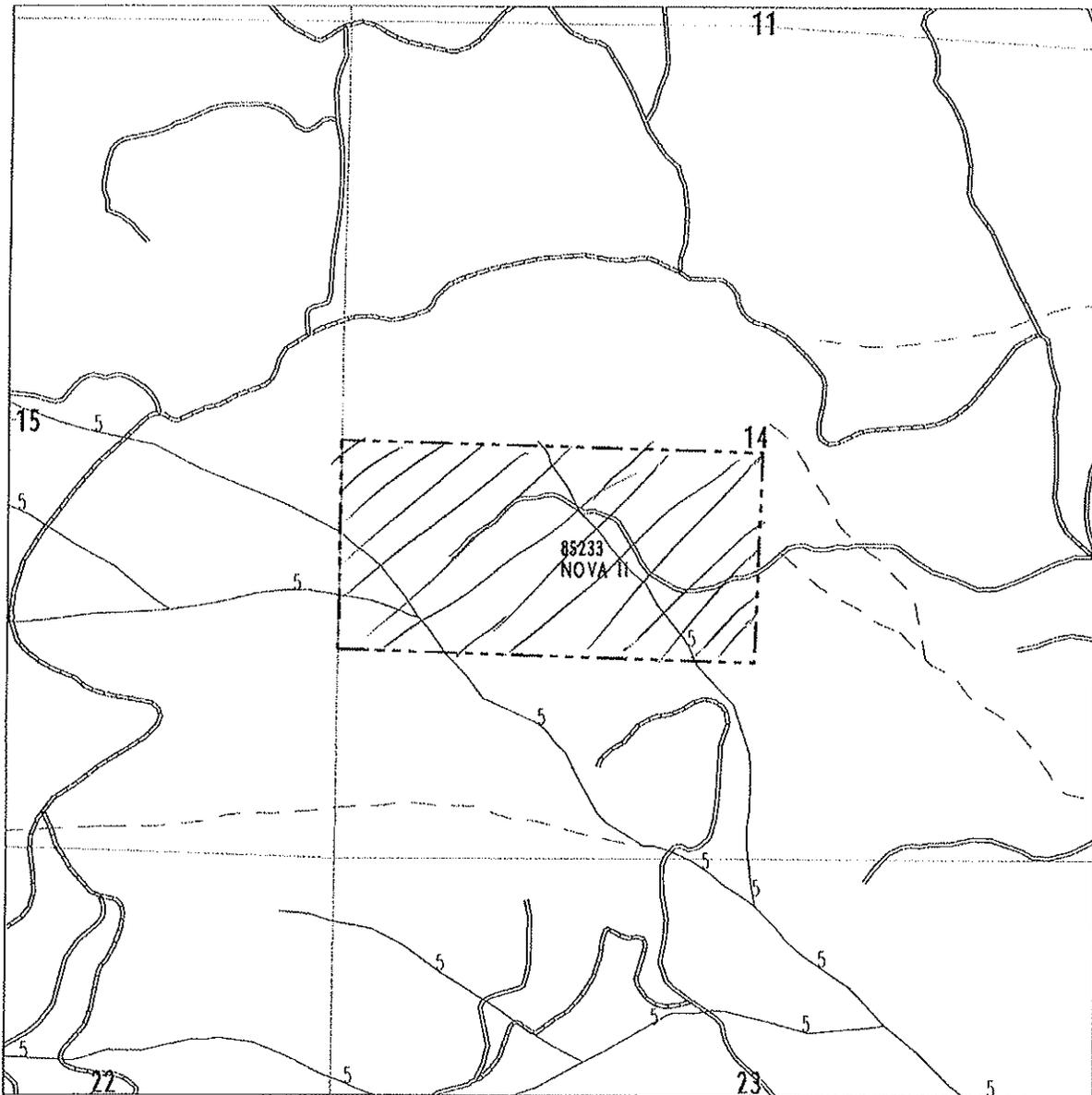
UNIT MAP

*ITEMA
UNIT 4*

T5N-R10E SEC 14
UNIT NAME: NOVA II

REGION: SOUTHEAST
DISTRICT: KLICKITAT
LOCAL: KLICKITAT

COUNTY: KLICKITAT
TRUST: 3



 Treatment Area	 Unit Boundary	 Paved Road	Scale 1:12000
 Buffer Area	 Stream	 Unpaved Road	
	 1 - 5 Water Types	 Other Surface	Page No. <u>20</u>

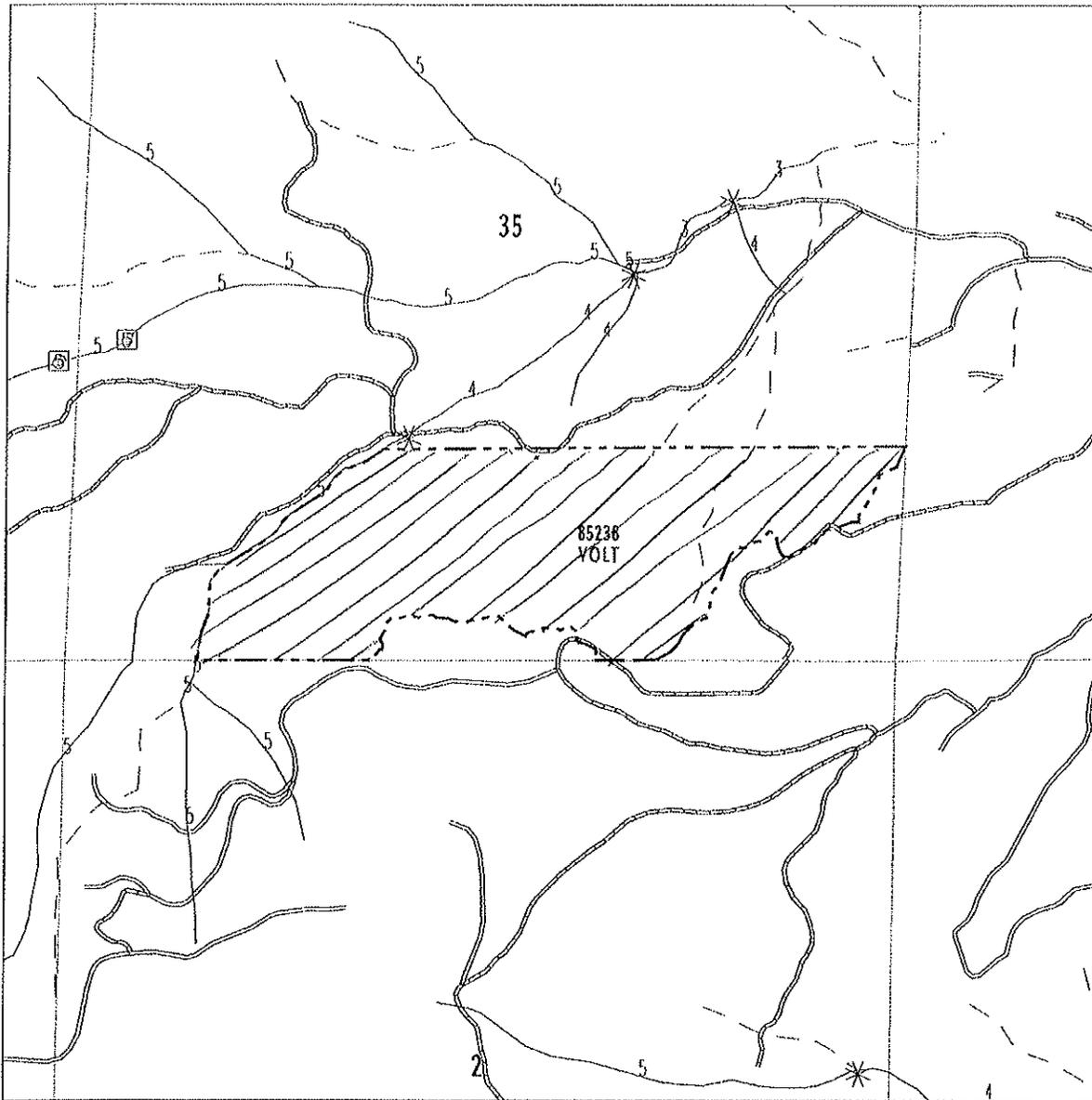
UNIT MAP

ITEM A
UNITS

T6N-R10E SEC 35
UNIT NAME: VOLT

REGION: SOUTHEAST
DISTRICT: KLICKITAT
LOCAL: KLICKITAT

COUNTY: KLICKITAT
TRUST: 1



- | | | | |
|--|---|---|---------------|
|  Treatment Area |  Unit Boundary |  Paved Road | Scale 1:12000 |
|  Buffer Area |  Stream |  Unpaved Road | |
| |  1 - 5 Water Types |  Other Surface | Page No. 26 |

UNIT MAP

ITEMA
UNIT 6

TSN-R10E SEC 4
UNIT NAME: SE FOUR

REGION: SOUTHEAST
DISTRICT: KLICKITAT
LOCAL: KLICKITAT

COUNTY: KLICKITAT
TRUST: 3



Treatment Area



Unit Boundary



Paved Road

Scale 1:12000



Buffer Area



Stream



Unpaved Road



1 - 5 Water Types



Other Surface

Page No. 22

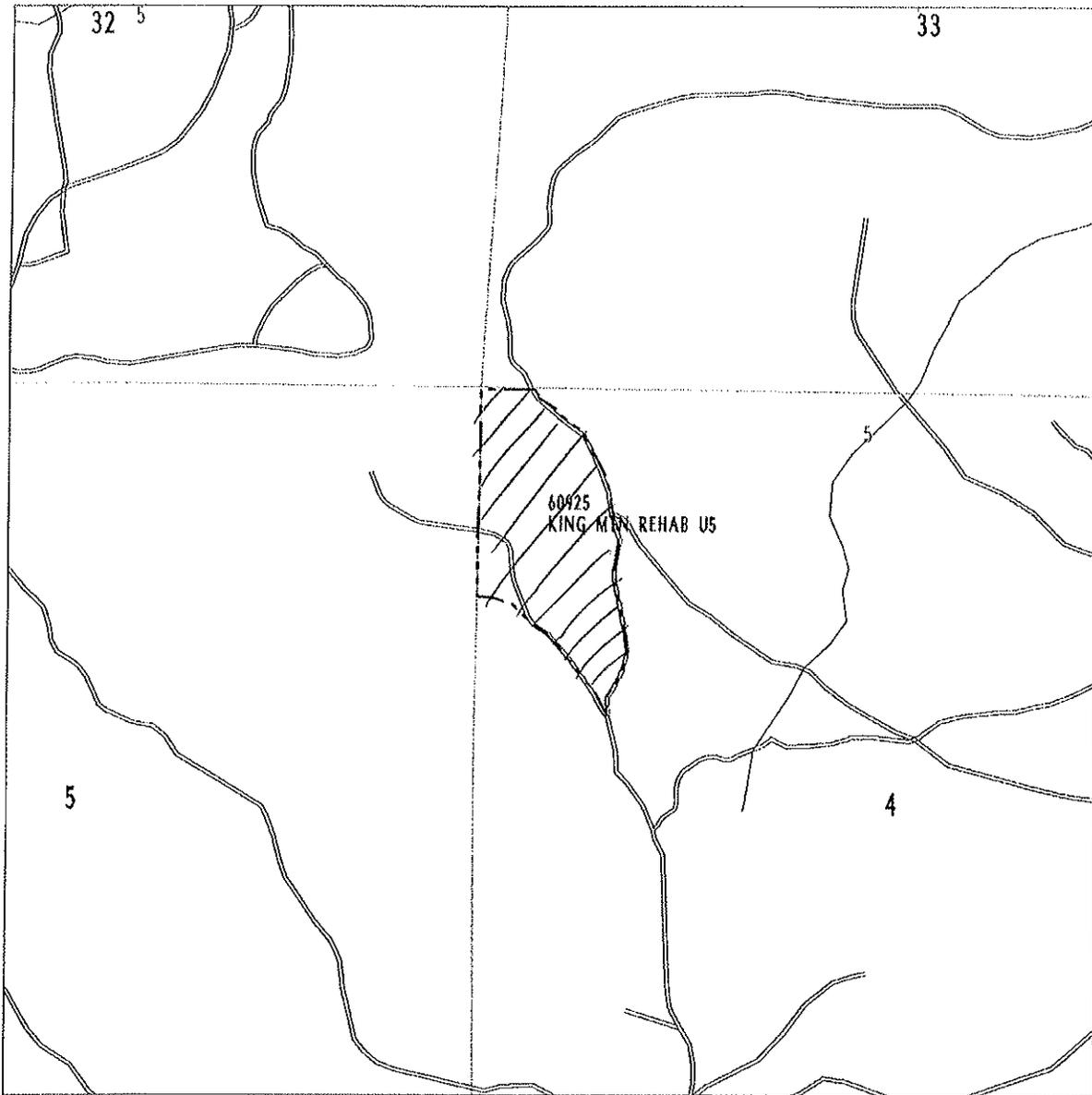
UNIT MAP

ITEM A
UNIT 7

T6N-R11E SEC 4
UNIT NAME: KING MTN REHAB U5

REGION: SOUTHEAST
DISTRICT: KLIICKITAT
LOCAL: KLIICKITAT

COUNTY: KLIICKITAT
TRUST: 3



- | | | | |
|--|---|---|---------------|
|  Treatment Area |  Unit Boundary |  Paved Road | Scale 1:12000 |
|  Buffer Area |  Stream |  Unpaved Road | |
| |  1 - 5 Water Types |  Other Surface | Page No. 23 |

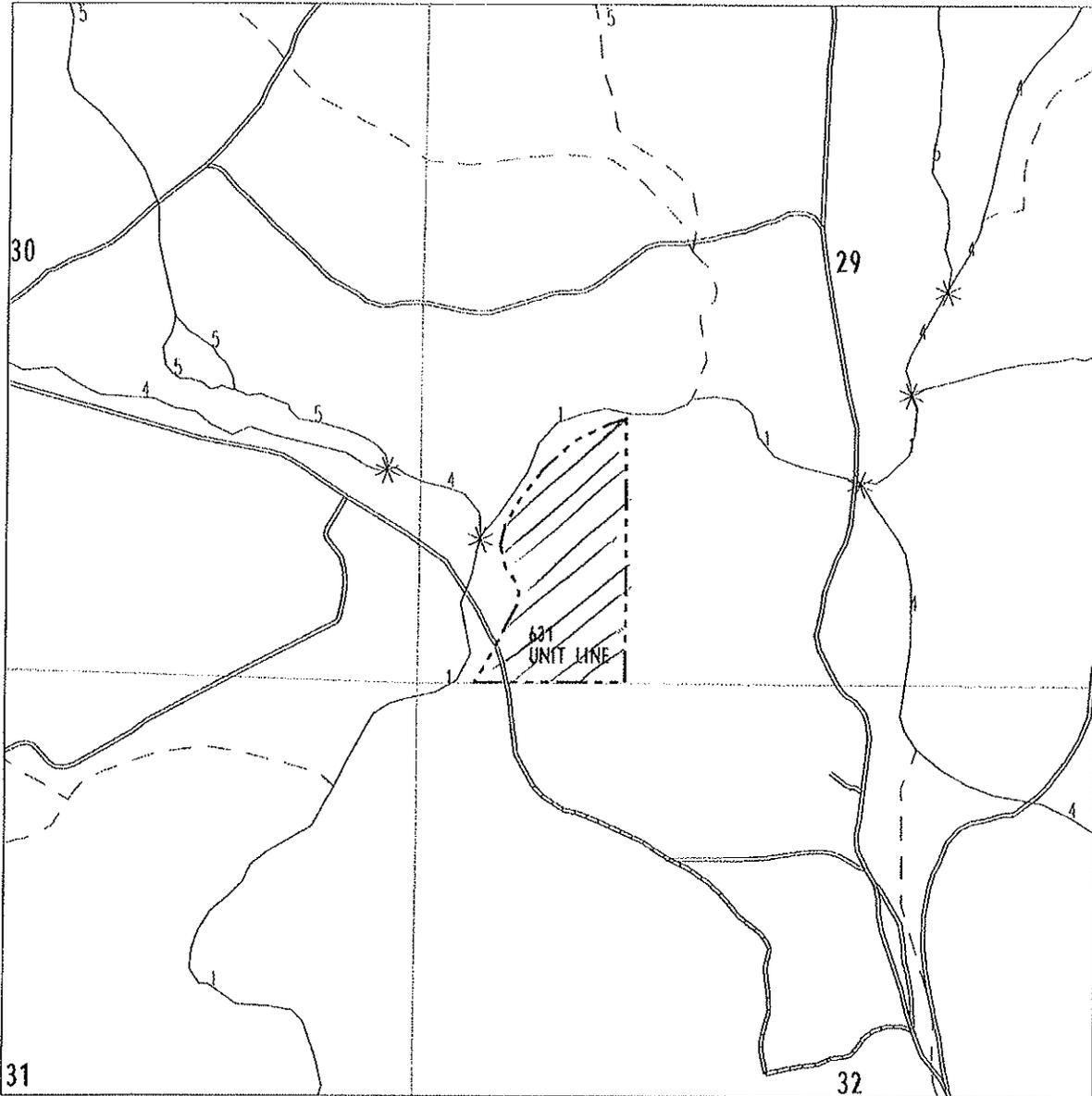
UNIT MAP

*ITEM A
UNIT 8*

T5N-R12E SEC 29
UNIT NAME: UNIT LINE

REGION: SOUTHEAST
DISTRICT: KLICKITAT
LOCAL: KLICKITAT

COUNTY: KLICKITAT
TRUST: 3,1



Treatment Area



Unit Boundary



Paved Road



Buffer Area



Stream



Unpaved Road



1 - 5 Water Types



Other Surface

Scale 1:12000

Page No. 24

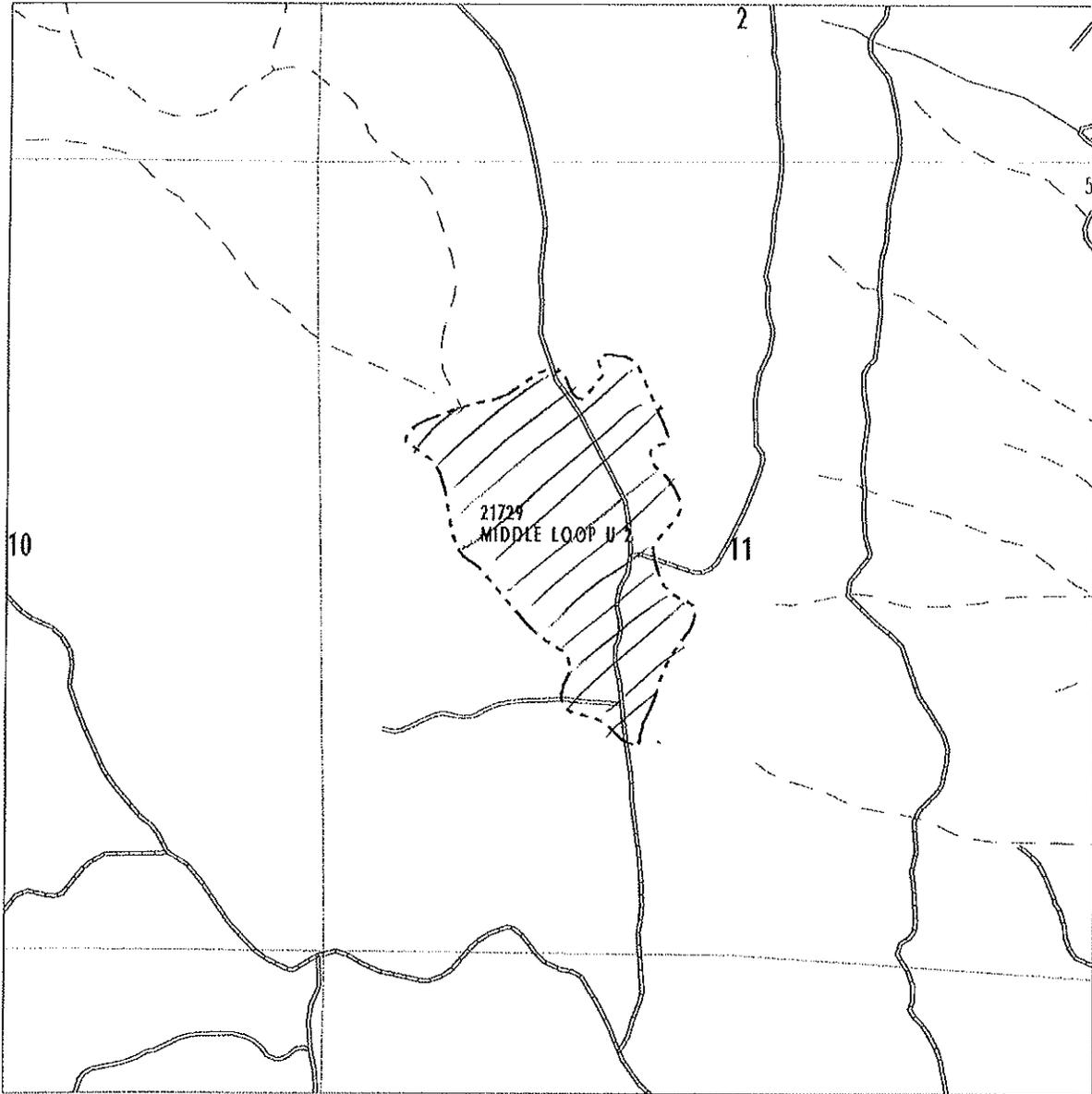
UNIT MAP

ITEM A
UNIT 9

T5N-R10E SEC 11
UNIT NAME: MIDDLE LOOP U 2

REGION: SOUTHEAST
DISTRICT: KLICKITAT
LOCAL: KLICKITAT

COUNTY: KLICKITAT
TRUST: 3



Treatment Area



Buffer Area



Unit Boundary



Stream



1 - 5 Water Types



Paved Road



Unpaved Road

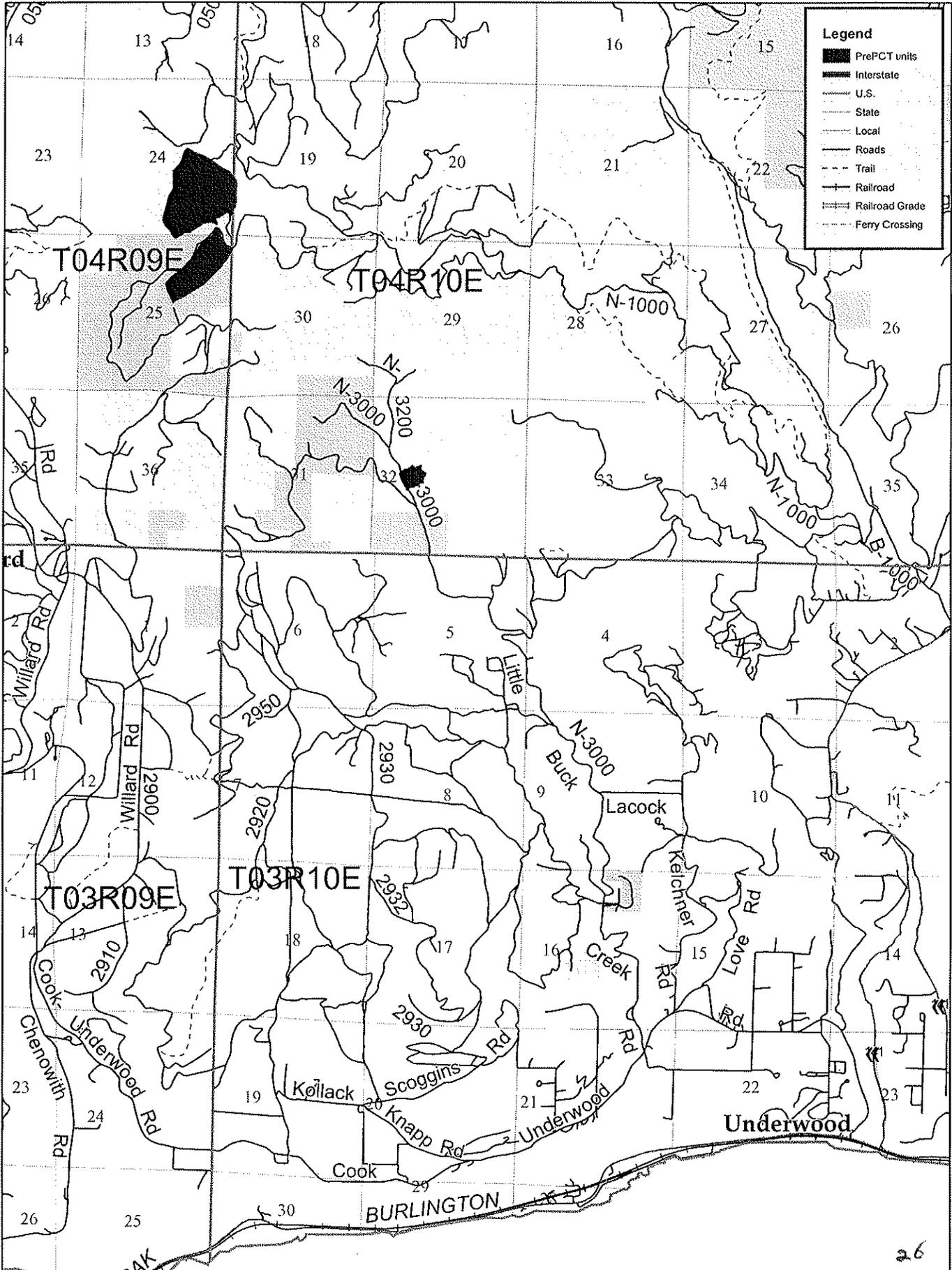


Other Surface

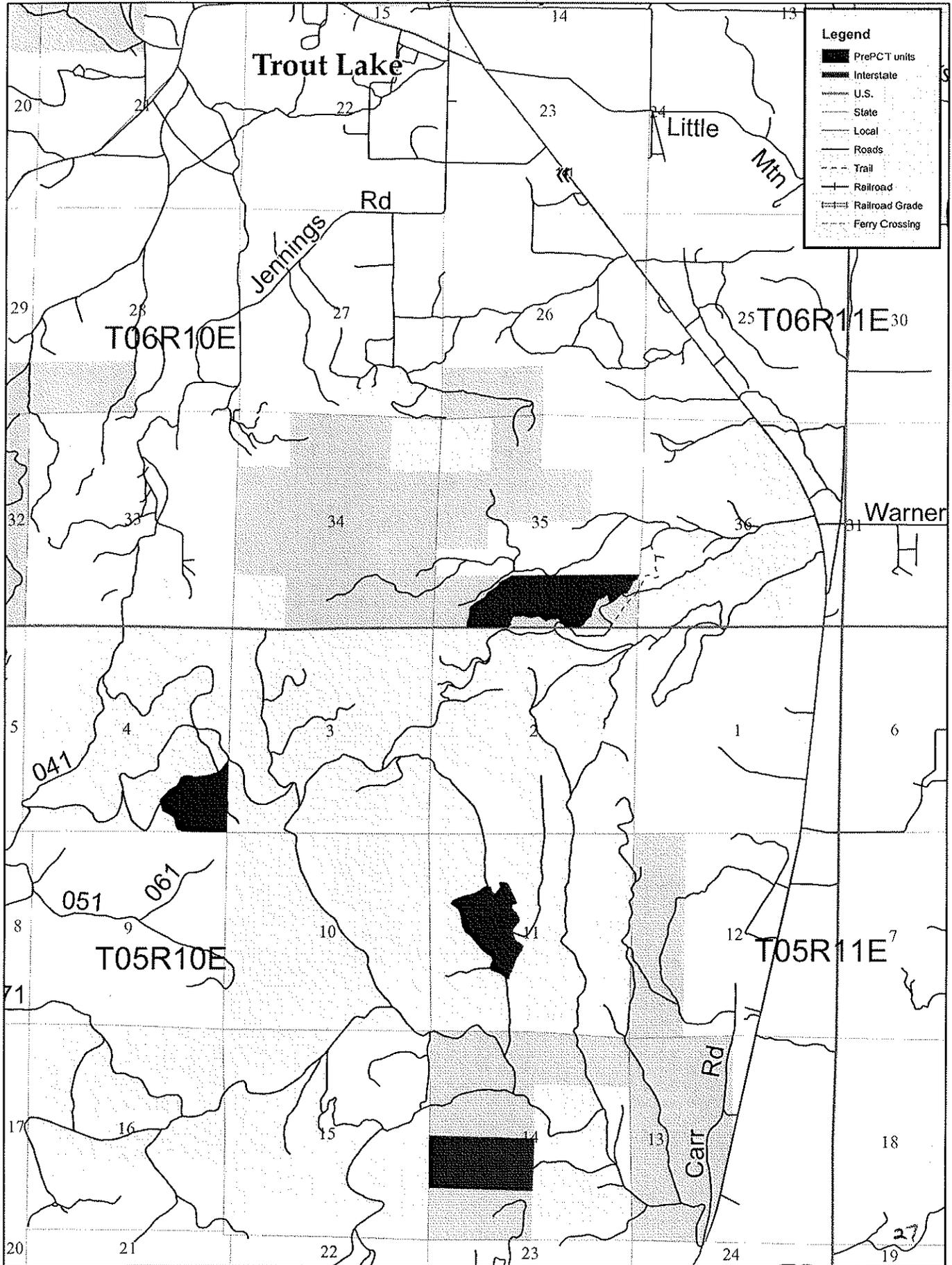
Scale 1:12000

Page No. 25

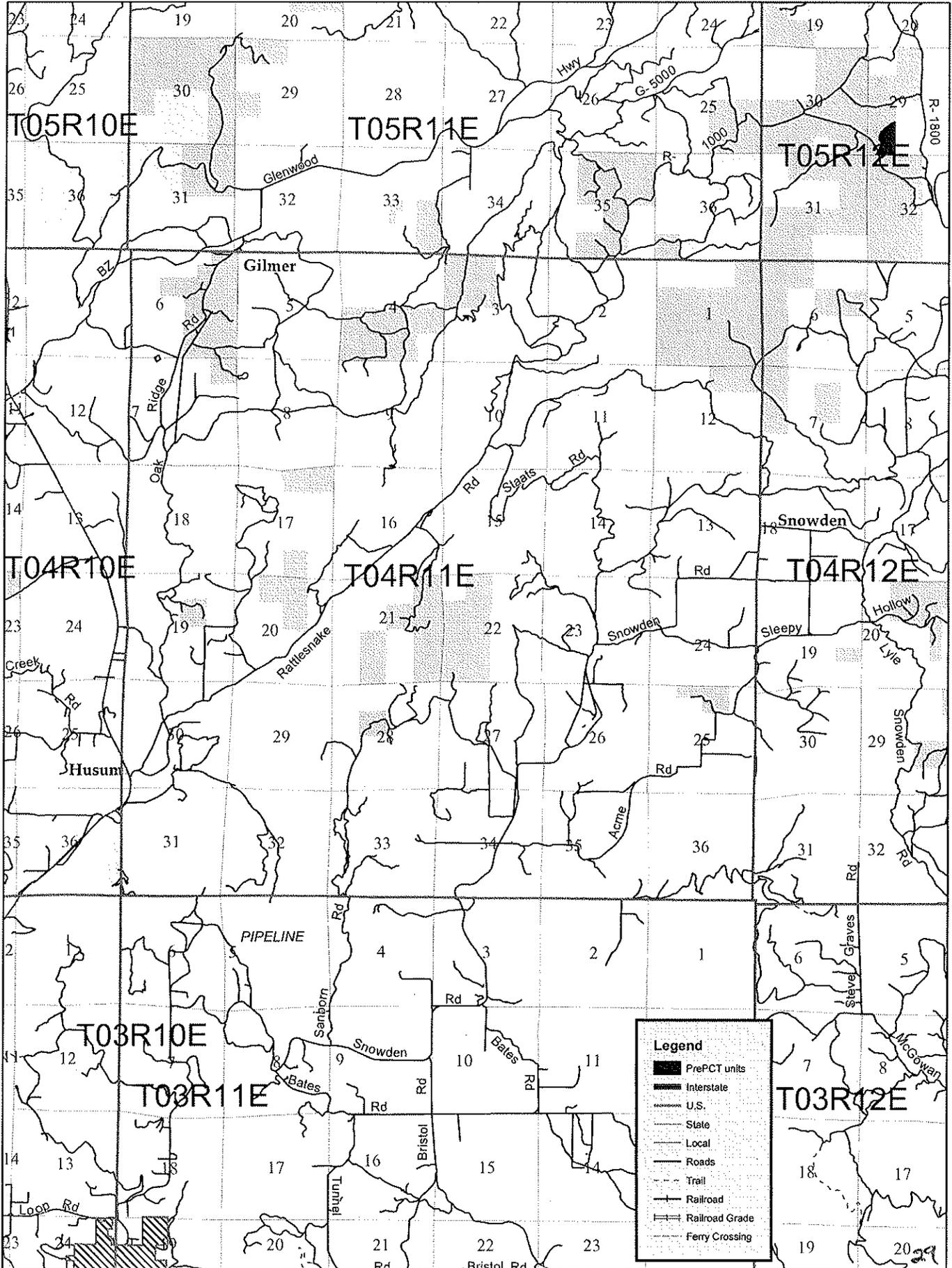
Vicinity Map 1



Vicinity Map 2



Vicinity Map 4



SECTION IV
BID FORM

PRECOMMERCIAL THINNING

INVITATION TO BID/CONTRACT NUMBER 1386

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 1386.

Item No.	Unit No.	Acres ¹	Unit Bid Price (Per Acre)	Unit Total ²
A	1	10	\$ _____ /Ac	\$ _____
A	2	54	\$ _____ /Ac	\$ _____
A	3	115	\$ _____ /Ac	\$ _____
A	4	84	\$ _____ /Ac	\$ _____
A	5	96	\$ _____ /Ac	\$ _____
A	6	51	\$ _____ /Ac	\$ _____
A	7	30	\$ _____ /Ac	\$ _____
A	8	26	\$ _____ /Ac	\$ _____
A	9	59	\$ _____ /Ac	\$ _____

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

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

Firm Name _____ Address _____
 Signature _____ City and State _____
 Title _____ Phone _____

Note:

Detach and return one (1) copy of this form as per Clause 1-01.

¹An approximate number.

²Exclusive of Washington State Sales Tax.

