



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

Olympic Region
411 Tillicum Lane
Forks, WA 98331
Phone: 360-374-2800 Fax: 360-374-5446

INVITATION TO BID

Contract Number # 1420

Contract Digest: NOXIOUS WEED TREATMENT, GROUND HERBICIDE
(Broadcast herbicide application to reduce noxious weed presence in forest plantations)

Contract Scope: 1691 acres in Clallam and Jefferson Counties

Term of Contract: Monday, April 1st, 2013 – Friday, June 28th, 2013

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**SECTION I
NOTICE TO ALL BIDDERS**

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

Department of Natural Resources
Olympic Region
411 Tillicum Lane
Forks, Washington 98331

Bid Opening: Bids will be accepted at the Department's Olympic Region office until **2:00 pm on Tuesday, March 19th, 2013** at which time and place all bids will be opened and read aloud.

Examination of Units: You are invited to bid this work and are **strongly** advised to examine the areas prior to bidding. Questions pertaining to unit(s) can be answered by contacting Compliance Forester, Albert Huggins, at (360) 640-4662 or Contract Manager, John Keller, at (360) 640-1730.

**SECTION I
INSTRUCTIONS TO ALL BIDDERS**

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

John Keller, Intensive Management Forester
Department of Natural Resources
411 Tillicum Lane
Forks, WA 98331

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

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

Addressed to:	Sue Trettevik, Olympic Region Manager In Care Of: John Keller Olympic Region Intensive Management Forester Department of Natural Resources 411 Tillicum Lane Forks, WA 98331
Upper left corner:	Bidder's Address
Lower left corner:	Noxious Weed Trtmt, Gr. Herbicide - "Sealed Bid" Invitation to Bid/Contract No. 1420

Questions concerning this Invitation to Bid/Contract should be referred to Contract Manager, John Keller, of the Olympic Region office by calling (360) 640-1730.

SECTION I

SPECIAL NOTICES

Term of contract: is April 1st, 2013 – June 28th, 2013. Extensions are not anticipated to be available due to timing limitations on the project funding.

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

Monday, May 27th, 2013 is Memorial Day, a state holiday. No work will occur on this day. Otherwise, the work week is Monday through Friday.

The minimum crew size for this contract is 12.

The contractor's desired sequence of units treated may be changed at the direction of the Compliance Forester due to weather, the physiological condition of trees and brush, or other conditions.

Please note 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 an AA-1 key except Unit # 24, which requires a combination. This combination may be obtained by contacting Albert Huggins at 360-640-4662. The AA-1 key is available for check out from the Olympic Region office in Forks.

Approved generic substitutions for herbicides and carriers are found in Clause 3-21.01.

Provide proof of 2013 Farm Labor Contractor's License or letter of exemption from the Department of Labor & Industries before work begins.

PLEASE NOTE INSURANCE REQUIREMENTS (SEE CLAUSE 2-24)

A BID DEPOSIT IS REQUIRED (\$1,000) WITH THIS BID OPENING (SEE CLAUSE 1-23).

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

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 A	Olympic Medical Center: 939 E. Caroline St, Port Angeles Ph: 360 417-7000
Item A	Jefferson Healthcare Hospital: 834 Sheridan, Port Townsend Ph: 800 244-8917
Item A	Forks Community Hospital: 530 Bogachiel Way, Forks Ph:360 374-6271
Item A	Harrison Hospital: 2520 Cherry Ave, Bremerton Ph: 360 377-3911

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. '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.
- G. 'Force Majeure' means those acts that are unforeseeable and beyond the control of either party to the Contract. Acts of Force Majeure include, but are not limited to: acts of God, the public enemy, fire, or other casualty. Force Majeure may result in an equitable adjustment in the time period to complete the Contract.
- H. 'Item' means the smallest category of area that can be awarded to one contractor. This contract can be a roll-up of a large geographic area and Items are used for award purposes to identify to the contractor what portions of this contract their specific award is for.
- I. '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
- J. '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.
- K. '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).
- L. '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.
- M. '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
- N. 'Unit Bid Price' is the rate per acre written in the Unit Bid Price column of the bid form (Section IV Bid Form).

SECTION II, Division I - Bidding Requirements

1-10 Preparation of Bids

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

1-20 Submission of Bids

- 1-21 Your bid response to this Invitation to Bid/Contract is an offer to contract with the Department of Natural Resources. A bid response becomes a contract when officially accepted and awarded by the Department as evidenced by return of a countersigned SECTION V, "Offer and Contract Award".
- 1-22 Bids shall be submitted using the Bid Form, and the Offer and Contract Award form from SECTIONS IV and V of this document. The following shall be delivered to the Department's Region office in an envelope which shall be marked "Sealed Bid" and addressed to the Department's Region Manager as specified in Instructions To All Bidders (Page 2): The Bid Form and the Offer and Contract Award form properly completed and signed, and a bid deposit as specified in Clause 1-23. No Facsimiled, E-mailed or any other non-original form of bids will be considered. Failure to comply with the above requirements or the requirements of Clause 1-23 prior to bid opening shall be cause to reject the Contractor's bid(s).
- 1-23 A bid deposit of ONE THOUSAND DOLLARS (\$1,000) is required. This deposit is for the express purpose of assuring the Department that the Contractor will honor said bid and accept award of any and all items on which the Contractor may be the lowest responsible bidder. In the event the Contractor fails to honor said bid by rejecting award of any item, the Contractor will automatically forfeit the bid deposit. The bid deposit must be in the form of certified check and must be delivered to the Department's Region office as per Clause 1-22. The bid deposit of a successful bidder will be released when the required performance/damage deposit (Clause 1-31) has been submitted and approved.

1-30 Performance/Damage Deposit

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

1-40 Award of Contract

- 1-41 Oral explanation and interpretations prior to bid opening shall not be binding.
- 1-42 Award of contract shall be on the basis of an "Item" or an individual "Unit" as specified in the Bid Form. An "Item" shall be a specific group of individual "Units." "Items" or "Units" to be awarded are identified in the Bid Form. Individual "Units" are described in the Unit Description. The Department reserves the right to amend this Invitation to Bid/Contract by giving written notification to all bidders seven (7) days or more prior to bid opening.
- 1-43 Award of contract shall be to the lowest responsible bidder as determined by the Department of Natural Resources (Clause 1-44). To be considered, bids must conform to the bidding requirements herein, except that the Department may waive informalities and minor irregularities in bids received. The Department further reserves the right to reject any or all bids received.
- 1-44 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 ground application of herbicides 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.
- 1-45 An Award Instructions letter and a copy of the executed contract will be mailed to the successful bidder. The contract award is conditioned on the following: Within ten (10) days after the Contractor receives their Award Instructions letter the Department must receive the following from the Contractor:
- a) A performance/damage deposit per clause 1-31
 - b) A certificate of insurance per clause 2-24
 - c) A Contractor's Declaration of Insurance Status Form per clause 2-29
 - d) A copy of your WSDA Commercial Operator's or Applicator's License per clause 3-21.06
 - e) A copy of your 2013 Farm Labor Contractor's License or Letter of Exemption from the Department of Labor & Industries per clause 3-21.15

It shall be the Department's prerogative to extend the time allowed for receipt of the above items if such an extension is in the best interest of the Department. Failure by the Contractor to submit the above items to the Department within the time specified or within an extension of that time as provided for shall be cause for the Department to consider the contract award rejected (Clause 1-23).

SECTION II, Division II - General Provisions

2-20 Responsibilities and Legal Relations

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

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

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

2-20 Responsibilities and Legal Relations (continued)

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 **1420** and be in effect during the term of this contract.

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 the Contractor and such coverage and limits shall not limit Contractor’s liability under the indemnities in this Contract.

- 2-25 The Contractor shall abide by and comply with all laws and regulations of the United States, State of Washington and counties wherein the work is executed insofar as they affect the safety, health, and welfare of any and all employees.
- 2-26 In the event of legal conflict, the Contractor agrees to submit to the jurisdiction of the courts of the State of Washington and further agrees the venue shall be laid in Thurston County.
- 2-27 The State is not liable for delay or nonshipment of supplies and materials or for delay or nonperformance of its obligations if occasioned by war, civil commotions, strikes, lockouts or labor disturbances.
- 2-28 For all active work sites the Contractor shall provide a contract representative who shall be on the site and responsible for directing the contracted activities of that site. The Contractor shall designate the contract representative(s) in writing at the time of the prework conference (Clause 2-71).
- 2-29 The Contractor shall complete and submit to the Department a Contractor's Declaration of Industrial Insurance Status form; the form shall be submitted as per Clause 1-45. A Contractor's Declaration of Industrial Insurance Status form will accompany the Award Instructions letter.

2-30 Subcontracting

- 2-31 The Contractor shall not, without written approval from the Department enter into any subcontract or assignment of contract relating to the performance of this contract.
- 2-32 All laws and regulations applicable to the contract also apply to all subcontracts.

2-40 Determination of Payment

- 2-41 The boundaries as designated under Clause Section 2-100, and defined in detail on the Unit Description attached, provide the basis for determining acreage completed. Failure to complete work to boundaries established by the Department renders work unsatisfactorily completed. The Contractor is to take the initiative in determining whether boundaries are sufficiently marked. No consideration will be given for work that extends beyond unit boundaries. If work extends beyond unit boundaries, charges may be levied against the Contractor by the Department for damages suffered.
- 2-42 Contract compliance inspection of work performed and payment for work performed will be based on acreage completed (Clause 2-41).
- 2-42.01 Using specifications contained in Clause Section 3-20 and in the Unit Description the Department representative will inspect and determine if work performed is satisfactory.
- 2-43 The Department may at its option subdivide and inspect units to determine the acceptability of work performed. Subdivisions for this purpose will be a minimum of ten (10) acres in size.
- 2-44 At the Department's option, the Contractor shall rework a unit or subdivision of a unit on which the Contractor's work performance is not rated satisfactory, and further, it shall be the Department's option to require the rework be completed prior to starting new work. Reworked areas will be reexamined for contract compliance the resulting performance rating will supersede the previous performance rating for the area in question.
- 2-45 Payment shall be made as follows:
- 2-45.01 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 obligation to adhere to the schedule of payment so arranged.
- 2-45.02 Partial payment may be made upon completion of part of a unit as determined by the Department. Request for partial payment is to be made by the Contractor utilizing the Contractor's Billing Invoice and Compliance Report provided by the Department. The Contractor or Contract Representative (Clause 2-28) shall sign the Compliance Report after completion of each such "sub-unit" being submitted for payment. The Department Representative will then make payment recommendations by preparing a Contractor's Billing Invoice and forwarding it along with the Compliance Report to the Department's Region office for processing.
- 2-45.03 The Department Representative shall sign the Contractor's Billing Invoice and Compliance Report form at the conclusion of work on each unit or group of units, as determined by the payment schedule agreed upon during the pre-work conference. Final payment will not be made to the Contractor unless the Compliance Report form is signed by the Contractor or Contract Representative and the Department representative, and "final" payment is designated thereon.
- 2-45.04 If a unit's contract acreage is disputed the Contractor may upon completion of the unit request a verification traverse by the Department, the request must be in writing and signed by the Contractor. The Department will pay the Contractor based on acres determined from the verification traverse. If the verification traverse indicates the net acres specified in the Unit Description are correct within plus or minus five percent (5%) the Contractor shall pay the cost of the verification traverse at a rate of ten dollars (\$10.00) per one hundred (100) feet of traversed boundary.

2-40 Determination of Payment (continued)

- 2-45.05 Five percent (5%) 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 5% retainage will be returned to the Contractor. DNR will return this retainage approximately 45 days following close of the quarter in which the work was completed. However, if the Contractor notifies DNR in writing that they have paid all L&I premiums associated with the Item(s) of this Contract, DNR will, upon determination that the Contractor has met all financial obligations for industrial insurance premiums related to the Item(s) of this Contract, work diligently to return the retainage as soon as practical.

2-50 Nondiscrimination

- 2-51 Except to the extent permitted by a bona fide occupational qualification the Contractor agrees as follows:
- 2-51.01 The Contractor shall not discriminate against any employee or applicant for employment because of race, creed, national origin, sex or age. The Contractor will insure that applicants are employed and that employees are treated during employment without regard to race, creed, color, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training.
- 2-51.02 The Contractor shall, in all solicitations for employees or job orders for employees placed with any employment agency, union or other firm or agency, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex or age. The words "equal opportunity employer" in advertisements shall constitute compliance with this section.
- 2-51.03 The Contractor shall send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union, or worker's representative of the Contractor's commitments under this section.
- 2-51.04 The Contractor shall include the provisions of the foregoing paragraphs: 2-51.01, 2-51.02 and 2-51.03 in every subcontract or purchase order for the goods or services which are the subject matter of this contract.
- 2-52 In the event of noncompliance by the Contractor with any of the nondiscrimination provisions of the contract, the Department shall have the right, as its option, to cancel the contract in whole or in part. The Contractor shall be paid only for that work performed prior to cancellation of the contract and in accordance with provisions of the contract (Clause Section 2-40). In the event the Department suffers damages resulting from such noncompliance the Contractor shall be liable.

2-60 Contract Administration

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

2-70 Contract Work Procedure

- 2-71 The Contractor shall attend a prework conference prior to commencing contract work (see Clauses 2-28, 2-45.01 and 2-72). The time and place of the prework conference shall be determined by the Department, the Contractor will be notified of the time and place when the contract is awarded. When considered practical by the Department the time and/or place of the prework conference may be altered if requested in writing by the Contractor.
- 2-72 A work schedule is required from the contractor. The work schedule shall be set at the prework conference (Clause 2-71) and must be acceptable to the Department. To be acceptable the work schedule must be practicable: The work schedule must identify the latest date by which the Contractor agrees to commence contract work on each unit awarded. The work schedule must allow a reasonable time period for the work to be completed according to contract requirements herein, and further, if more than one unit has been awarded the work schedule must indicate the sequence in which the units will be worked by the Contractor. If for any reason during the contract period the Contractor's work schedule is no longer viable, the Contractor must submit a revised work schedule for Department approval. Changes in the work schedule may be directed by the Compliance Forester due to weather or the physiological condition of the trees or plants being treated.
- 2-73 The Contractor shall obtain written permission to begin work on a unit. Such permission shall be applied for through the Department's Region office listed in the Notice To All Contractors section of the contract. Permission requests will require a minimum of two working days to process. The Department at its option may require person-to-person discussions between the Contractor and selected Department representatives prior to granting the required written permission. In the event the Contractor stops work for a period of one (1) week or more, or if the initial start-up is delayed by one (1) week or more the Contractor must reapply for permission to begin work.
- 2-74 Work shall only be conducted on regular Monday through Friday work days. If allowed, work on weekends or designated State holidays will require written permission from the Department. **Daily starting time shall be no earlier than 7:00 a.m. at the Unit unless approved in writing by the Compliance Forester.**

2-80 Work Progress and Contract Performance

- 2-81 The Contractor shall begin work as per the work schedule (Clause 2-72) and in accordance with contract requirements herein (see Clauses 1-45, 2-71, 2-73 and 2-74). The Contractor shall work diligently and complete the unit(s) within the contract period specified in the Unit Description. As units are sequenced in the work schedule, work started on one unit must be completed prior to beginning work on the next.
- 2-82 The Department reserves the right to modify or cancel this contract in part or whole without cause. The Contractor shall be paid only for that work performed prior to cancellation of the contract and in accordance with provisions of the contract (Clause Section 2-40).
- 2-83 Nonperformance or unsatisfactory performance or willful violation of contract requirements by the Contractor shall constitute breach of contract and the Department may at its sole option extend the contract and collect liquidated damages or terminate the contract with forfeiture of the performance/damage deposit or declare breach of contract and make claim for actual damages suffered by the Department.

2-90 Fire Responsibility

- 2-91 The Contractor and the Contractor's employees shall familiarize themselves with the Washington State Forest Fire Protection Requirements and adhere to them at all times. The operation will be subject to inspection by State personnel for adherence to regulations and presence of fire tools. All spark emitting engines will be equipped with approved spark arresters.
- 2-92 The Contractor shall not operate faulty power equipment.
- 2-93 The Contractor shall not build any open fires at any time of the year on the contract area without first obtaining written permission from the Department.

2-100 Boundaries

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

2-110 Merchantable Products

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

2-120 Litter and Refuse

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

2-130 Camping

- 2-131 Use of State owned lands, landings, roads, and Department campgrounds by the Contractor or the Contractor's employees for the purpose of lodging, parking, or camping done in connection with operation is permitted only at the express approval of the Department and may be revised or revoked for cause at any time. Camping restrictions or requirements such as chemical toilets and garbage can, but not limited thereto, may be imposed at the option of the Department.

SECTION II, Division III - Specifications

3-10 Unit Description

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

3-20 Contractor and Department Obligations

3-21 The Contractor shall be responsible for the following:

3-21.01 To provide all herbicide, adjuvants, water & oil carriers required to perform contract work as specified in the Unit Description(s). Approved Substitutions for Brand Name Herbicides, adjuvants and carriers are listed below:

<u>Brand Name Herbicide:</u>	<u>Approved Substitute(s)</u>	
Transline EPA # 62719-259	Clopyralid 3 Clean Slate	EPA # 81927-14 EPA # 228-491

- 3-21.02 To provide liquid coloring agent if specified in the Unit Description(s). Liquid coloring agent shall be "BullsEye" (blue or red) manufactured by Milliken Chemicals; an equivalent product may be substituted if approved in writing by the Contract Manager.
- 3-21.03 Upon request, provide a sample of the herbicide solution being applied as treatment.
- 3-21.04 To keep records of each day's application work. The records to be kept shall be as per the Department's "Chemical Application Record". The Contractor shall provide the Department with such records prior to payment for work completed, or at any time earlier if requested by the Department.
- 3-21.05 To bear all costs of operation not specifically furnished by the Department under Clause Section 3-22.
- 3-21.06 To provide a licensed Commercial Operator or Applicator on the work site when herbicide is being applied.
- 3-21.07 To provide all workers adequate crew supervision and serviceable equipment to satisfactorily accomplish treatment of acres described in the Unit Description.
- 3-21.08 To furnish all safety equipment.
- 3-21.09 To mix and apply herbicide on site as per the Unit Description(s)
- 3-21.10 To keep herbicide from contacting conifer trees.
- 3-21.11 To identify treatment strips, spots, stems, or clumps with semi-permanent marker (e.g. plastic flagging)
- 3-21.12 To properly dispose of all herbicide solutions, residues and empty containers.

- 3-21.13 To cease operations when:
- a) Wind exceeds twelve (12) miles per hour, or
 - b) Air temperature is less than 40°F or greater than 85°F, or
 - c) Rainfall causes water to run down stems of target plants, or
 - d) The Department's representative determines spray conditions are unsuitable .
- 3-21.14 To refrain from applying herbicide to Department designated buffer area.
- 3-21.15 To have a 2013 Farm Labor Contractor's License or letter of exemption from the Department of Labor & Industries.

3-22 The Department shall be responsible for the following:

- 3-22.01 To provide maps, photos, or other data necessary to orient the Contractor.
- 3-22.02 To provide a Compliance Forester to acquaint the Contractor with the unit(s) and to conduct periodic field inspections.

3-30 General Specifications

- 3-31 Any debris or soil deposited in ditches, culverts, or roadways shall be removed immediately.
- 3-32 Activities that will result in excessive deterioration of ditches, culverts, or roadways shall be avoided.
- 3-33 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 .

SECTION III

Bid 1420 UNIT DESCRIPTION SUMMARY, NOXIOUS WEED TREATMENT, GROUND HERBICIDE

Unit #	Treatment Unit Name	FMU No.	Acres	Legal Description	Mix	Special Requirements /Comments
1	SUSIE MIX U1	64013	81	T31N R09W Sec 30, 31	1	Gate
2	HIGHWAY ALDER U1	22877	6	T31N R09W Sec 31	1	
3	MAJESTIC POWER	70444	29	T31N R09W Sec 31	1	Gate
4	SUSIE MIX U2	61936	64	T30N R09W Sec 5, 6	1	Gate
5	SUSIE MIX U3	22893	13	T30N R09W Sec 5	1	Gate
6	MAJESTIC RAILROAD	5333	17	T31N R09W Sec 29, 30	1	
7	LYRE LOW U1	22910	48	T30N R09W Sec 4	1	Gate
8	LYRE LOW U2 & U2 BD A	68656 76942	93	T30N R09W Sec 4, 9, 10	1	Gate
9	COVE POWER U1	66150	11	T30N R08W Sec 20	1	
10	SOMETHING ELSE U1	5883	80	T30N R07W Sec 19, 20	1	Gate
11	PLEASANT PARK U2	74938	53	T30N R05/6W Sec 31, 36	1	Gate, 200' walk-in
12	PLEASANTINE U3	22873	66	T29/30N R05W Sec 6, 31	1	Gate, 100' walk-in
13	DPBD U-3	69288	31	T29N R05W Sec 16	1	Gate
14	DEER TOWN U1	75918	41	T29N R05W Sec 10, 15, 16	1	Gate
15	DEER TOWN U2	75915	9	T29N R05W Sec 10, 15	1	Gate
16	DEER TOWN U3	75916	53	T29N R05W Sec 10, 15	1	Gate
17	DEER TOWN U4	30358 24853	88	T29N R05W Sec 16	1	Gate
18	CORNER POCKETS U2	36001	38	T30N R04W Sec 32, 33	1	Gate
19	OLYS REMAINS U1	16860	84	T29N R04W Sec 6	1	Gate

Item A Unit Summary:	Number of Units: 40	Treatment Acres: 1691	Page 1 of 2
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SECTION III

Bid 1420 UNIT DESCRIPTION SUMMARY, NOXIOUS WEED TREATMENT, GROUND HERBICIDE

Unit #	Treatment Unit Name	FMU No.	Acres	Legal Description	Mix	Special Requirements/ Comments
20	OLY BLOW	75272	26	T29N R04W Sec 5	1	Gate
21	BLUE OLY U3	64012	65	T29N R04W Sec 5	1	Gate
22	NORTH TEXAS U2	28449	96	T29N R04W Sec 16, 17	1	Gate
23	NORTH TEXAS U3	22888	95	T29N R04W Sec 16, 17	1	Gate
24	PALO ALTO SUB U3	47132	28	T29N R03W Sec 14	1	Gate with combination
25	SKIDDER TRAP U1	68811	25	T28N R02W Sec 2	1	Gate
26	SKIDDER TRAP U2	74038	7	T28N R02W Sec 2	1	Gate
27	SKIDDER TRAP U4	68813	67	T28N R02W Sec 3	1	Gate
28	SKIDDER TRAP U7	68815	43	T28N R02W Sec 4	1	Gate
29	SKIDDER TRAP U8	68816	14	T28N R02W Sec 4	1	Gate
30	SKIDDER TRAP U9	74041	56	T28N R02W Sec 4	1	Gate
31	LONGHOUSE DELUXE U2	74693	23	T28N R02W Sec 9	1	
32	LONGHOUSE DELUXE U3	76033	2	T28N R02W Sec 9	1	
33	THOMPSON CENTER U3	20098	42	T29N R1W Sec 36	1	Gate
34	LARSON LAKE U1	62082	26	T28N R01W Sec 13	1	Gate
35	LARSON LAKE U3	72003	17	T28N R01W Sec 16	1	
36	LARSON LAKE U4	76616 76623	67	T28N R01W Sec 16, 21	1	
37	TEE TIME U2	26162	85	T28N R01E Sec 28,29	1	Gate
38	TEE TIME U4	26164	2	T28N R01E Sec 29	1	Gate, Walk-in 500'

Item A Unit Summary:	Number of Units: 40	Treatment Acres: 1691	Page 2 of 2
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Bid 1420 UNIT DESCRIPTION: REQUIRED HERBICIDE MIX

Mix	PRODUCT	ACTIVE INGREDIENT (A.I.)	A.I. % BY VOLUME	RATE PER ACRE	CARRIER	TOTAL SOLUTION PER ACRE	MARKING	Total Treatment Acres by Mix
1	Transline	Clopyralid	40.9%	16 oz.	Water	8-10 gallons	Blue or Red Dye compatible with herbicide. Flag Strips	1,691

Bid 1420 UNIT DESCRIPTION: Estimated Product Quantities (FOR INFORMATION PURPOSES ONLY)

		Estimated Herbicide Quantities in Gallons
Herbicide Mix	Acres by Mix	Transline
1	1691	211
Bid 1420 Totals	1691	211

Estimated Quantities are rounded to nearest whole number.

See Clause 3-21-.01 for Allowable Product Substitutions

Bid 1420 UNIT DESCRIPTION: Treatment Requirements

Activity Treatment Type: Noxious Weed Treatment, Ground Broadcast Herbicide Application

Term of Contract: Monday, April 1st, 2013 – Friday, June 28th, 2013

Minimum Crew Size: 12

Maximum Crew Size per non-working Foreman: 15

General Treatment Techniques: Herbicide must be mixed on site in the presence of the DNR Compliance Forester. Applicator's equipment including Personal Protective Equipment (PPE) and application method must be in compliance with herbicide labels and Washington Department of Agriculture regulations.

Broadcast Treatment Techniques: Units with Herbicide Mix designated as 1 shall be treated using Broadcast Treatment Techniques. Apply designated Herbicide Mix using a ground broadcast, waving wand application with backpack sprayers on all vegetation. Evenly distribute all specified herbicide rates at the 8-10 gallon per acre total solution rate except within no spray buffer areas identified on the unit map or by the DNR compliance forester. All strip edges shall be flagged in color ribbon and a compatible blue or red dye shall be utilized as marking in the spray solution by the contractor as to indicate even coverage throughout the unit.

Contract # 1420 Unit Map

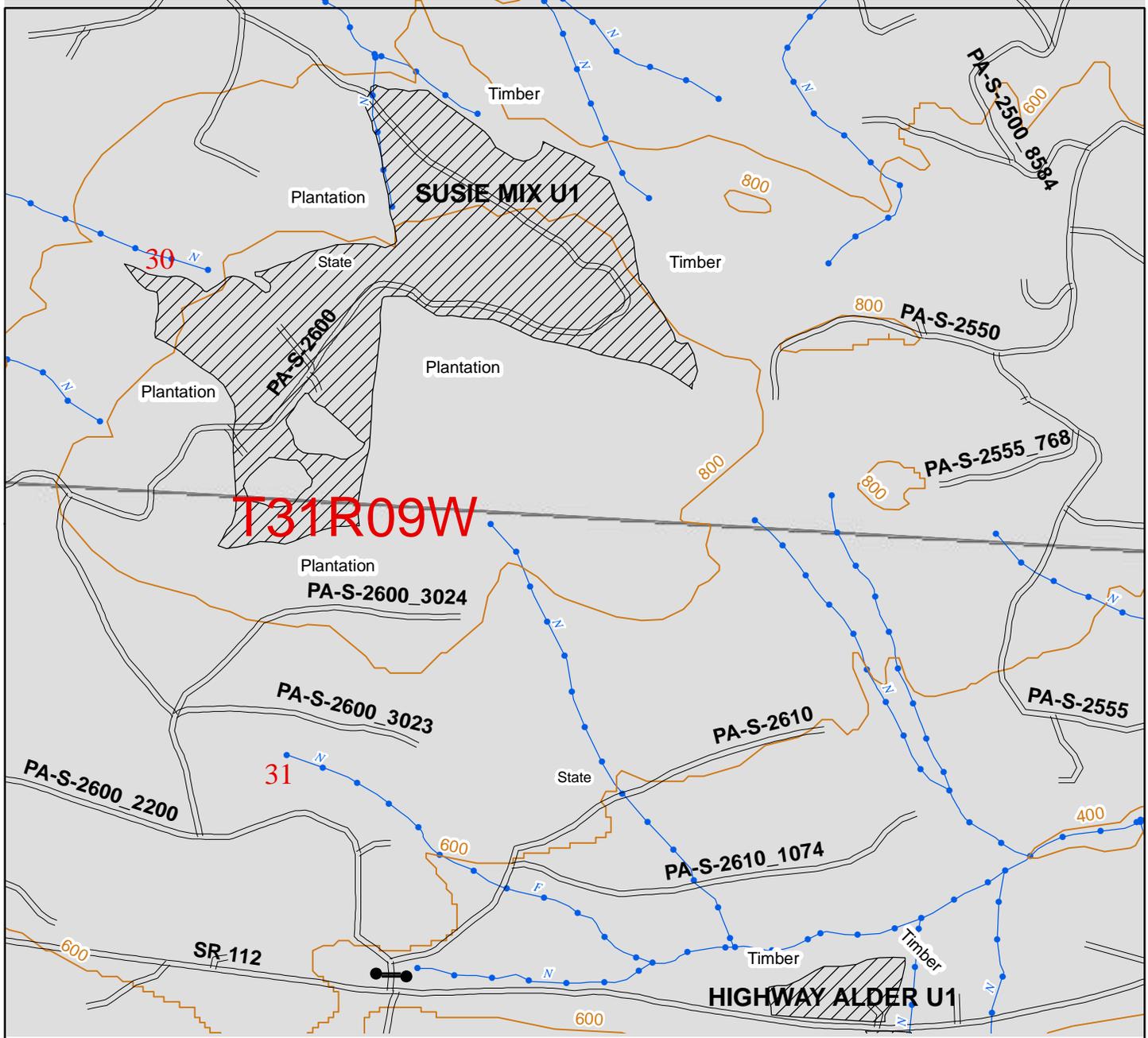
Noxious Weed Control, Broadcast Ground Herbicide
 DNR Olympic Region, Straits District
 Township 31 N Range 9 W Section 30, 31
 Unit Name: Susie Mix U1, Highway Alder U1

Clallam County

Item No. A

Unit No. 1, 2

Treatment Acres: 81, 6



Legend

Treatment Area

Roads

Streams

Public Land Survey Sections

DNR-Managed Lands

Pink Ribbon Boundary

Gate

Rockpit

Blocked Road

1:12,000

200' Contours

Feb 10, 2013



Contract # 1420 Unit Map

Noxious Weed Control, Broadcast Ground Herbicide

Clallam County

DNR Olympic Region, Straits District

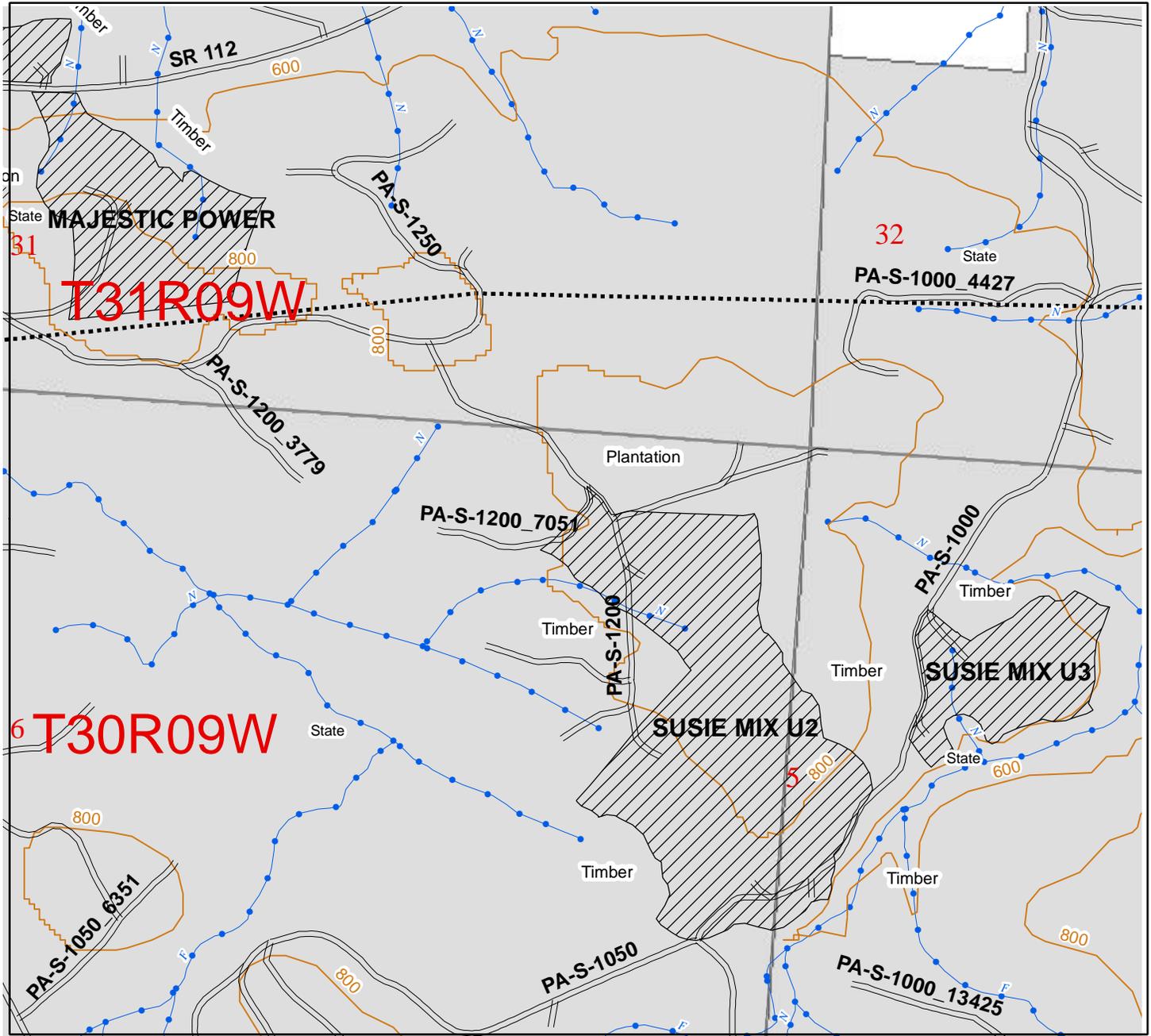
Item No. A

Township 31; 30 N Range 9 W Section 31; 5, 6

Unit No. 3, 4, 5

Unit Name: Majestic Power, Susie Mix U2, Susie Mix U3

Treatment Acres: 29, 64, 13



Legend

- | | |
|---|--|
|  Treatment Area |  Pink Ribbon Boundary |
|  Roads |  Gate |
|  BPA Transmission Lines |  Rockpit |
|  Streams |  Blocked Road |
|  Public Land Survey Sections | |
|  DNR-Managed Lands | |

1:12,000

200' Contours

Feb 10, 2013



Contract # 1420 Unit Map

Noxious Weed Control, Broadcast Ground Herbicide

Clallam County

DNR Olympic Region, Straits District

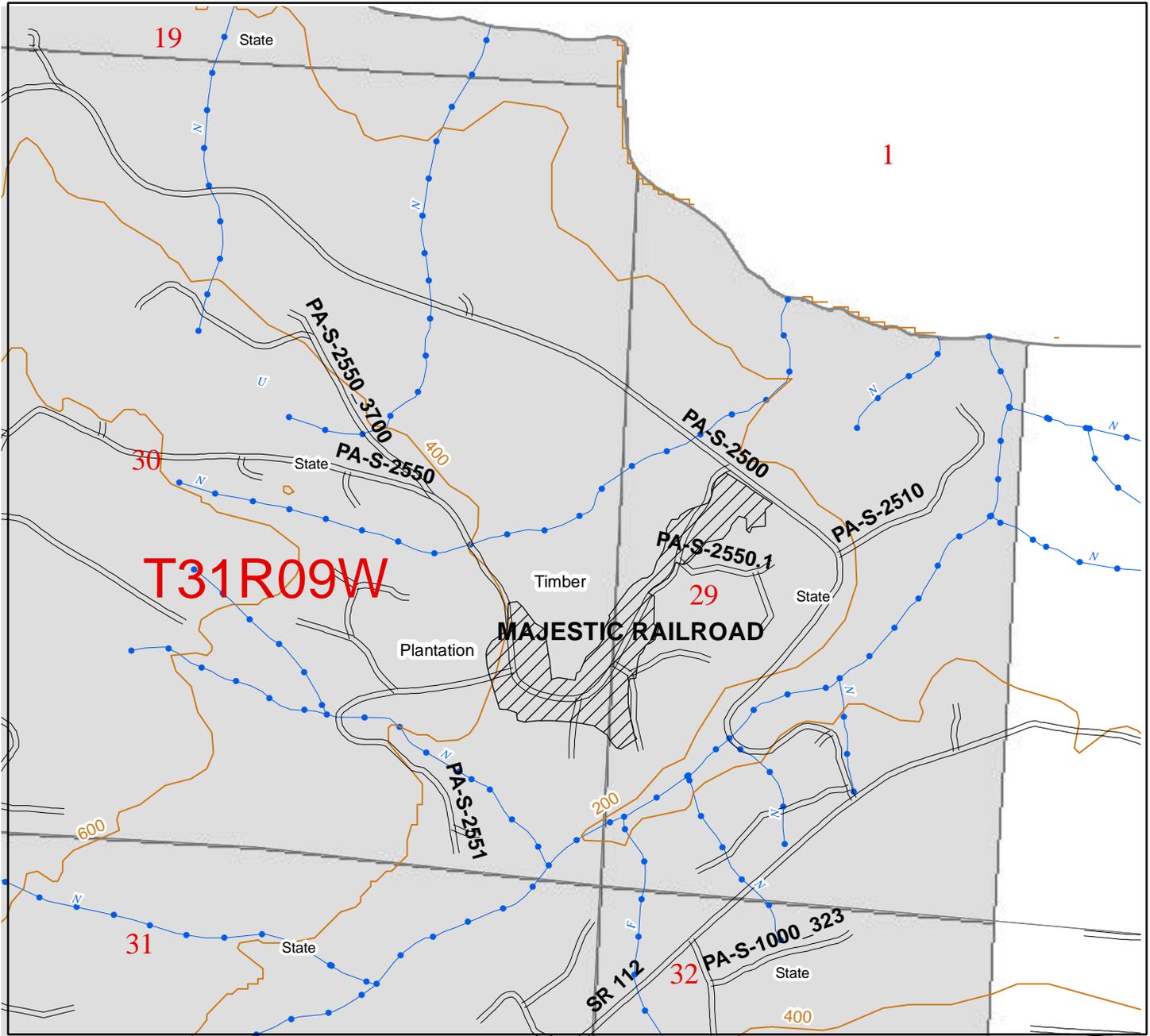
Item No. A

Township 31 N Range 9 W Section 29, 30

Unit No. 6

Unit Name: Majestic Railroad

Treatment Acres: 17



T31R09W

Legend

-  Treatment Area
-  Roads
-  Streams
-  Public Land Survey Sections
-  DNR-Managed Lands

-  Pink Ribbon Boundary
-  Gate
-  Rockpit
-  Blocked Road

1:12,000

200' Contours

Feb 10, 2013



Contract # 1420 Unit Map

Noxious Weed Control, Broadcast Ground Herbicide

Clallam County

DNR Olympic Region, Straits District

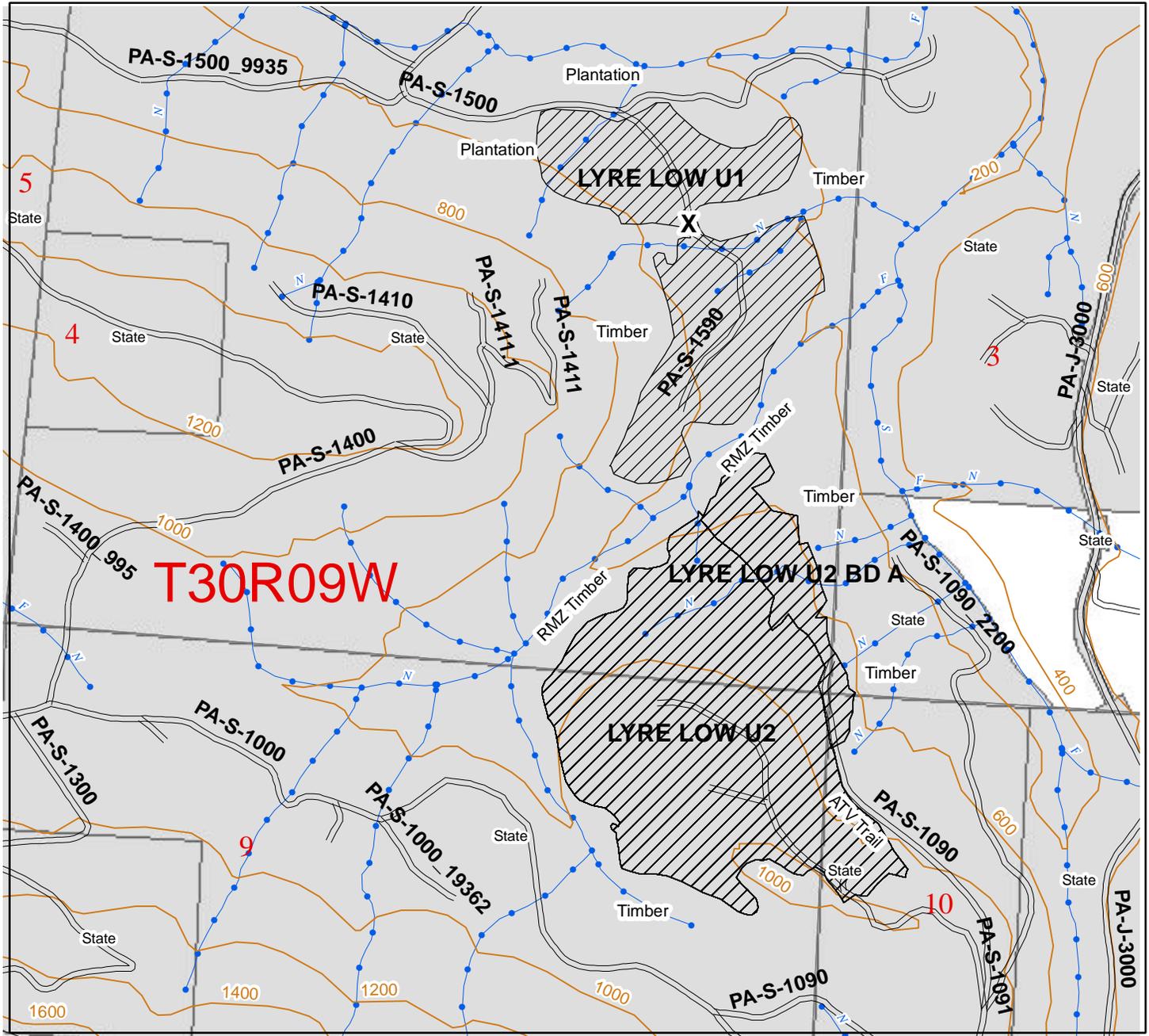
Item No. A

Township 30 N Range 8 W Section 4, 9, 10

Unit No. 7, 8

Unit Name: Lyre Low U1, U2, and U2 BDA

Treatment Acres: 48, 93



Legend

Treatment Area

Roads

Streams

Public Land Survey Sections

DNR-Managed Lands

Pink Ribbon Boundary

Gate

Rockpit

Blocked Road

1:12,000

200' Contours

Feb 11, 2013



Contract # 1420 Unit Map

Noxious Weed Control, Broadcast Ground Herbicide

Clallam County

DNR Olympic Region, Straits District

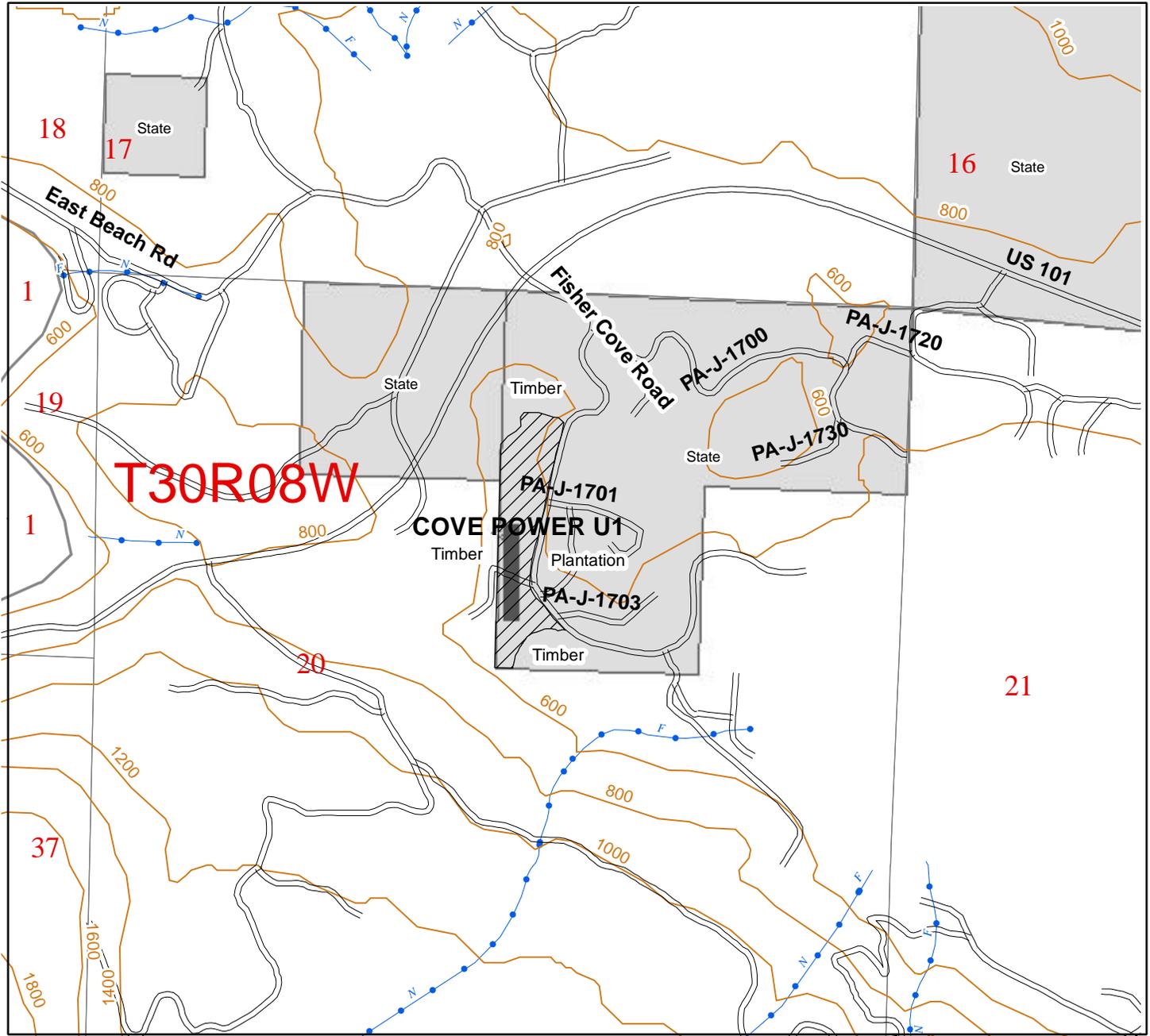
Item No. A

Township 30 N Range 8 W Section 20

Unit No. 9

Unit Name: Cove Power U1

Treatment Acres: 11



Legend

Treatment Area

Roads

Streams

Public Land Survey Sections

DNR-Managed Lands

Pink Ribbon Boundary

Gate

Rockpit

Blocked Road

1:12,000

200' Contours

Feb 11, 2013



Contract # 1420 Unit Map

Noxious Weed Control, Broadcast Ground Herbicide

Clallam County

DNR Olympic Region, Straits District

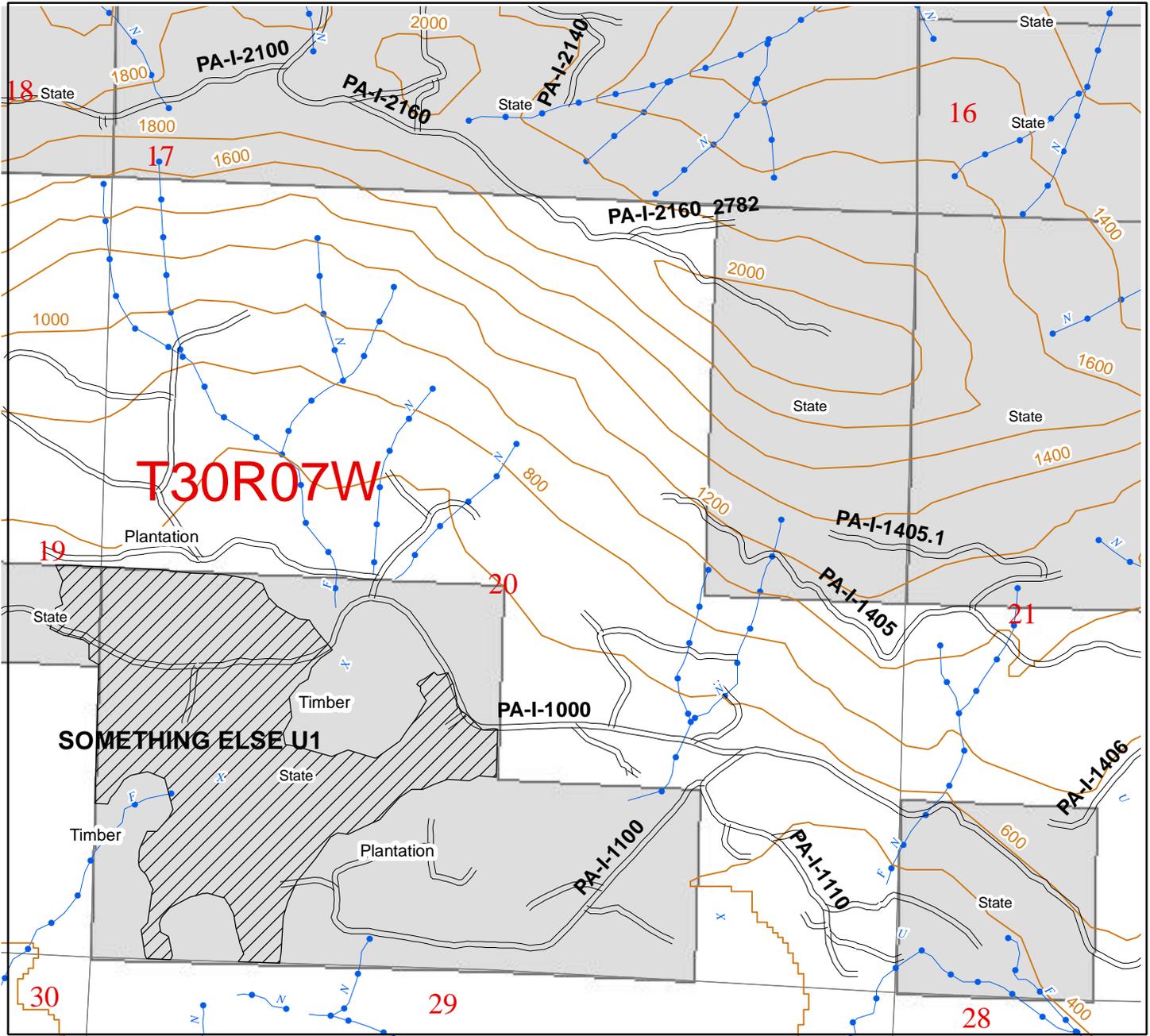
Item No. A

Township 30 N Range 7 W Section 19, 20

Unit No. 10

Unit Name: Something Else U1

Treatment Acres: 80



T30R07W

SOMETHING ELSE U1

Legend

-  Treatment Area
-  Roads
-  Streams
-  Public Land Survey Sections
-  DNR-Managed Lands

-  Pink Ribbon Boundary
-  Gate
-  Rockpit
-  Blocked Road

1:12,000

200' Contours

Feb 11, 2013



Contract # 1420 Unit Map

Noxious Weed Control, Broadcast Ground Herbicide

Clallam County

DNR Olympic Region, Straits District

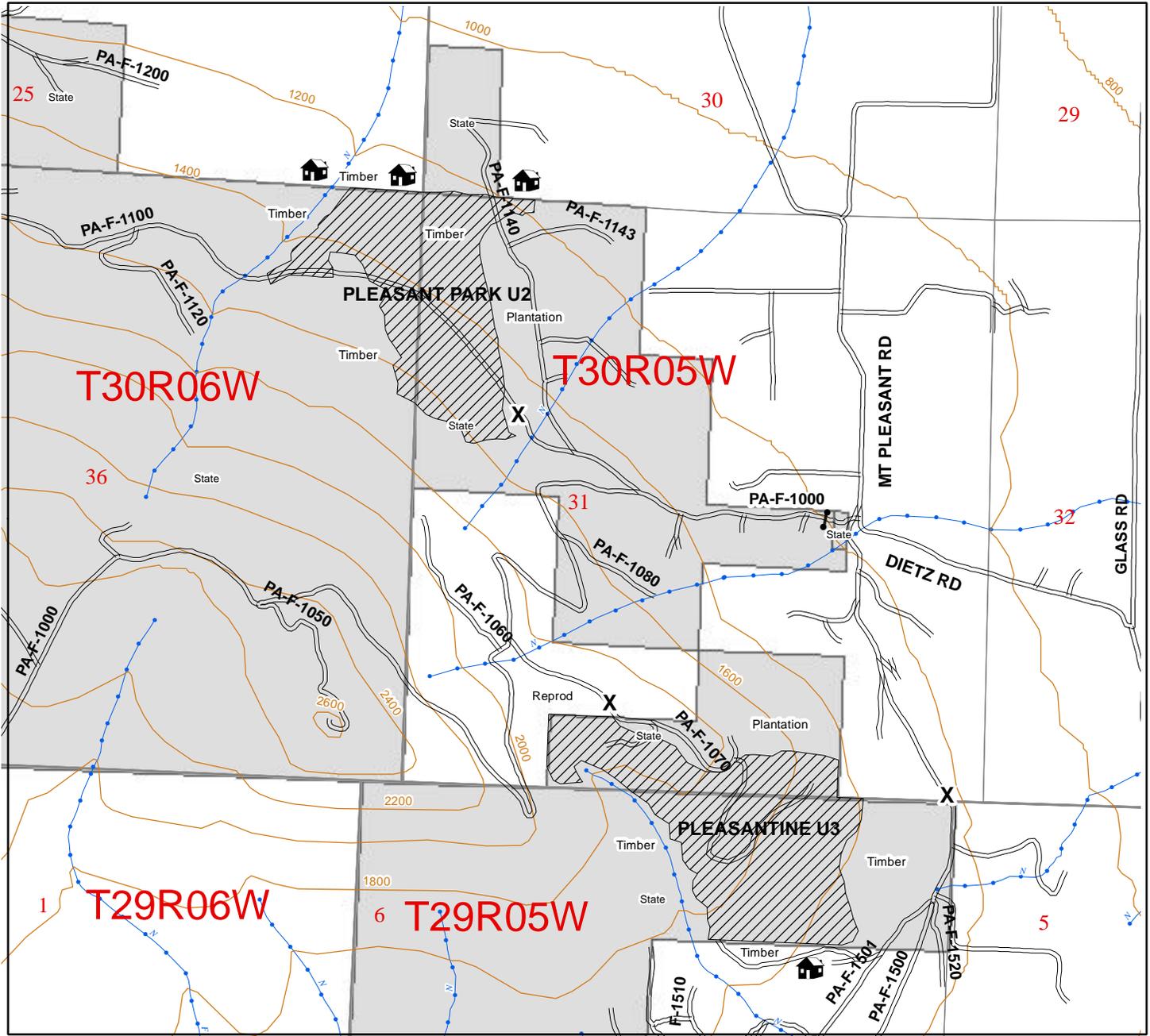
Item No. A

Township 29: 30N Range 5; 6 W Section 6, 31, 36

Unit No. 11, 12

Unit Name: Pleasant Park U2, Pleasantine U3

Treatment Acres: 53, 66



Legend

Treatment Area

Roads

Streams

Public Land Survey Sections

DNR-Managed Lands

Pink Ribbon Boundary

Gate

Rockpit

Blocked Road

Residence

1:16,000

200' Contours

Feb 11, 2013



Contract # 1420 Unit Map

Noxious Weed Control, Broadcast Ground Herbicide

Clallam County

DNR Olympic Region, Straits District

Item No. A

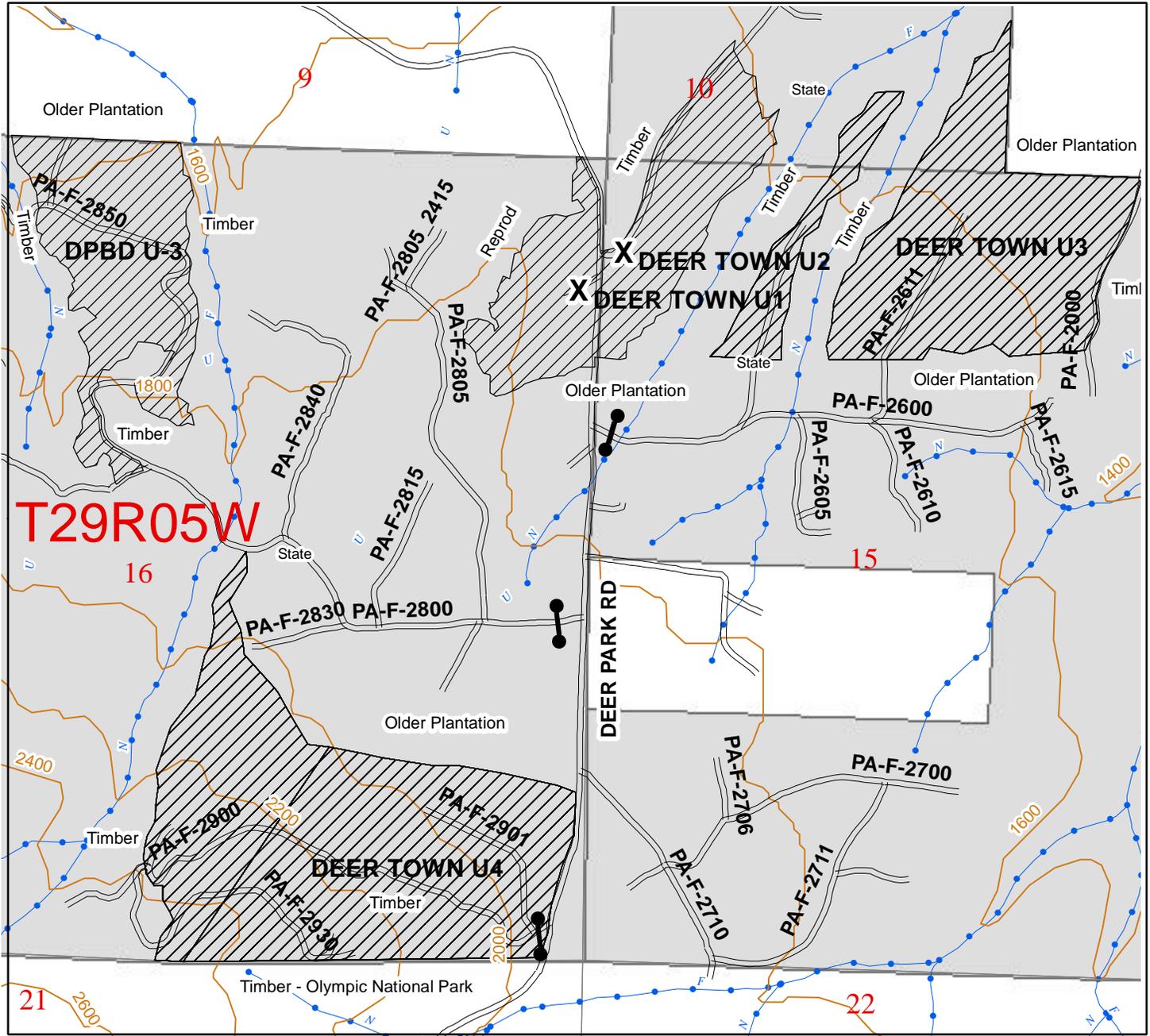
Township 29 N Range 5 W

Section 10, 15, & 16

Unit Nos. 13, 14, 15, 16, 17

Unit Names: DPBD U3, DEER TOWN U1 U2 U3 U4

Treatment Acres: 31, 41, 9, 53, 88



Legend

Treatment Area

Roads

Streams

Public Land Survey Sections

DNR-Managed Lands

Pink Ribbon Boundary

Gate

Rockpit

Blocked Road

Residence

1:12,000

200' Contours

Feb 11, 2013



Contract # 1420 Unit Map

Noxious Weed Control, Broadcast Ground Herbicide

Clallam County

DNR Olympic Region, Straits District

Item No. A

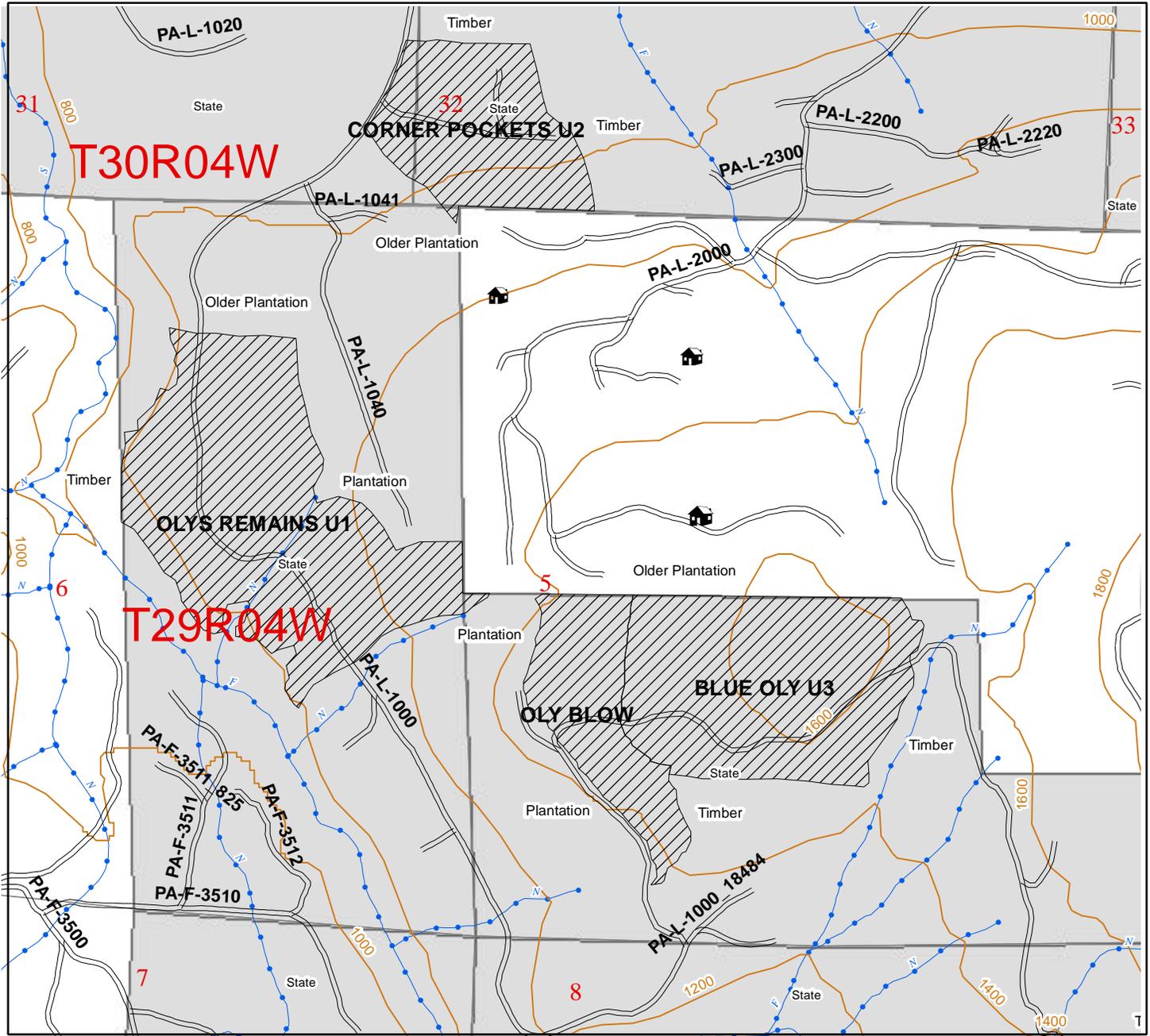
Township 29/30 N Range W 4 Section 31,32; 4, 5

Unit Nos. 18 19 20 21

CORNER POCKETS U2, OLYS REMAIN U1

Treatment Acres: 38, 84, 26, 65

Unit Names: OLY BLOW, BLUE OLY U3



Legend

Treatment Area

Roads

Streams

Public Land Survey Sections

DNR-Managed Lands

Pink Ribbon Boundary

Gate

Rockpit

Blocked Road

Residence

1:14,000

200' Contours

Feb 11, 2013



Contract # 1420 Unit Map

Noxious Weed Control, Broadcast Ground Herbicide

Clallam County

DNR Olympic Region, Straits District

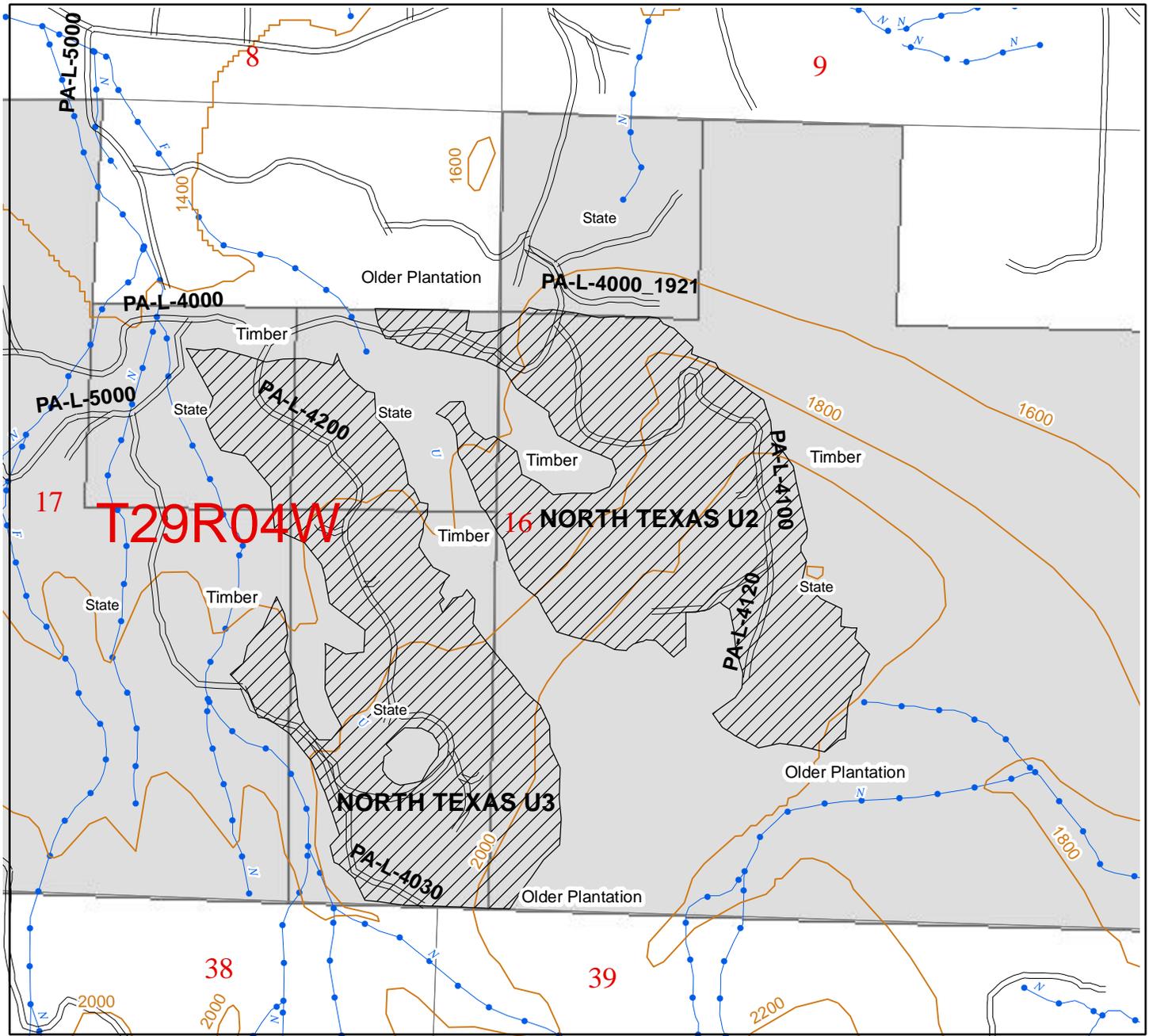
Item No. A

Township 29 N Range 4 W Sections 16, 17

Unit Nos. 22 23

Unit Names: NORTH TEXAS U2 & U3

Treatment Acres: 96, 95



Legend

Treatment Area

Roads

Streams

Public Land Survey Sections

DNR-Managed Lands

Pink Ribbon Boundary

Gate

Rockpit

Blocked Road

Residence

1:12,000

200' Contours

Feb 11, 2013



Contract # 1420 Unit Map

Noxious Weed Control, Broadcast Ground Herbicide

Clallam County

DNR Olympic Region, Straits District

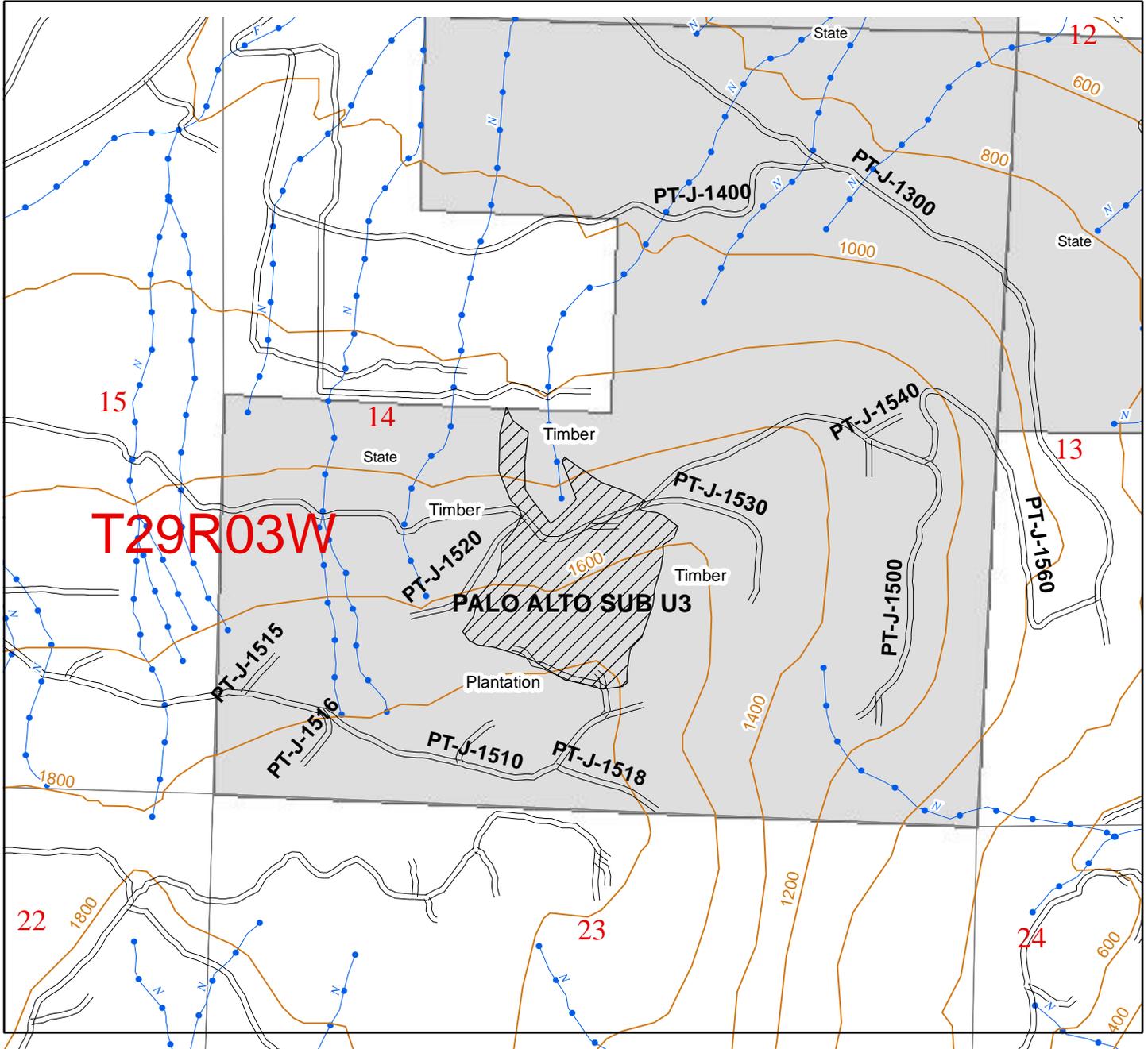
Item No. A

Township 29 N Range 3 W Section 14

Unit Nos. 24

Unit Names: PALO ALTO SUB U3

Treatment Acres: 28



Legend

- Treatment Area
- Roads
- Streams
- Public Land Survey Sections
- DNR-Managed Lands

- Pink Ribbon Boundary
- Gate
- Rockpit
- Blocked Road

1:12,000

200' Contours

Feb 11, 2013



Contract # 1420 Unit Map

Noxious Weed Control, Broadcast Ground Herbicide

Jefferson County

DNR Olympic Region, Straits District

Item No. A

Township 29 N Range 2 W Sections 2, 3, 4, 9

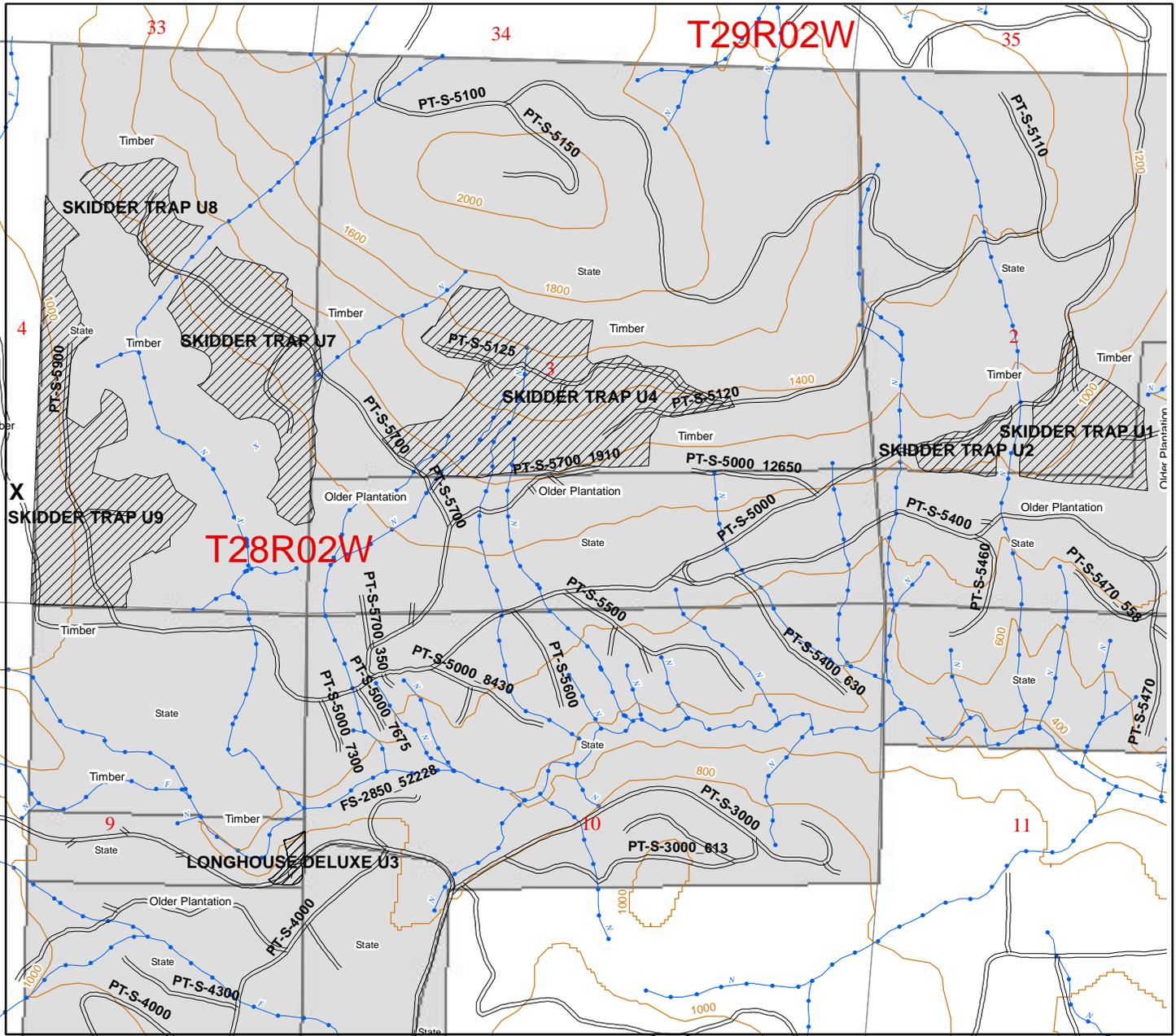
Unit Nos. 25 - 32

Unit Names: SKIDDER TRAP U1, U2, U4, U7, U8, U9

Treatment Acres: 25, 7, 67, 43, 14, 56

LONGHOUSE DELUXE U2, U3

23, 2



Legend

Treatment Area

Roads

Streams

Public Land Survey Sections

DNR-Managed Lands

Pink Ribbon Boundary

Gate

Rockpit

Blocked Road

1:18,000

200' Contours

Feb 11, 2013



Contract # 1420 Unit Map

Noxious Weed Control, Broadcast Ground Herbicide

Jefferson County

DNR Olympic Region, Straits District

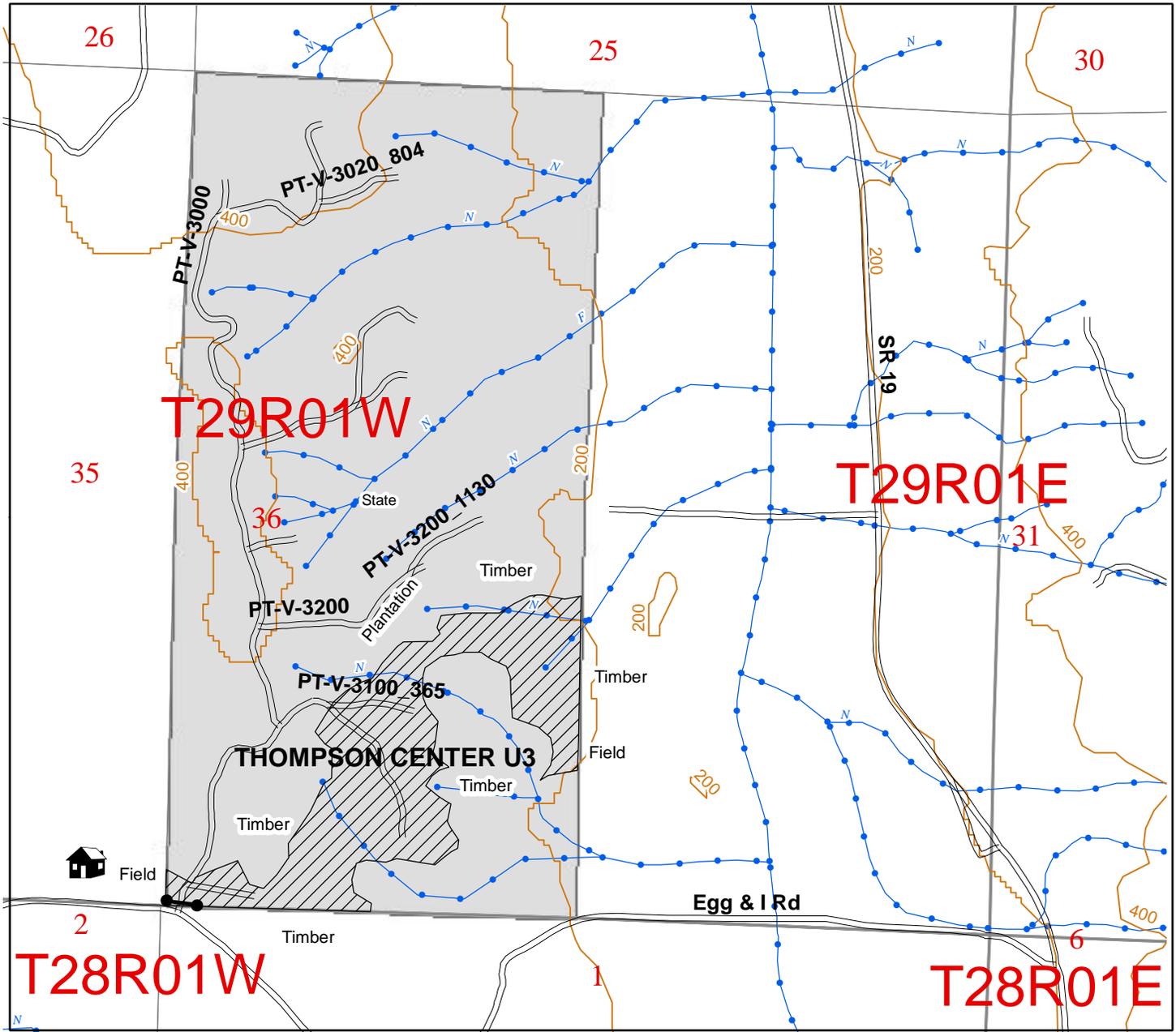
Item No. A

Township 29 N Range 1 W Section 36

Unit Nos. 33

Unit Names: THOMPSON CENTER U3

Treatment Acres: 42



Legend

Treatment Area

Roads

Streams

Public Land Survey Sections

DNR-Managed Lands

Pink Ribbon Boundary

Gate

Rockpit

Blocked Road

Residence

1:12,000

200' Contours

Feb 11, 2013



Contract # 1420 Unit Map

Noxious Weed Control, Broadcast Ground Herbicide

Jefferson County

DNR Olympic Region, Straits District

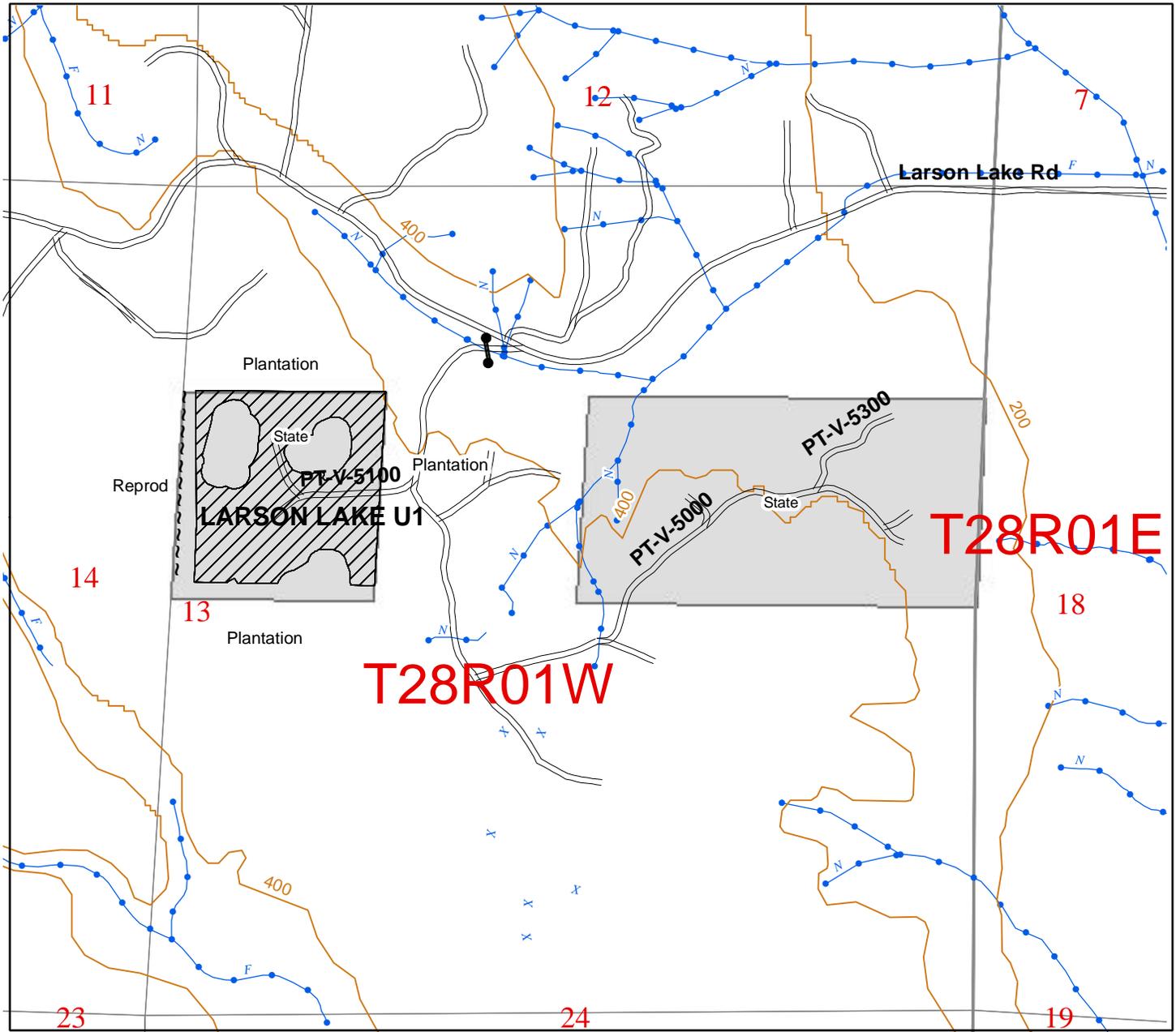
Item No. A

Township 28 N Range 1 W Section 13

Unit Nos. 34

Unit Names: Larson Lake U1

Treatment Acres: 26



Legend

Treatment Area

Roads

Streams

Public Land Survey Sections

DNR-Managed Lands

Pink Ribbon Boundary

Gate

Rockpit

Blocked Road

Residence

1:12,000

200' Contours

Feb 11, 2013



Contract # 1420 Unit Map

Noxious Weed Control, Broadcast Ground Herbicide

Jefferson County

DNR Olympic Region, Straits District

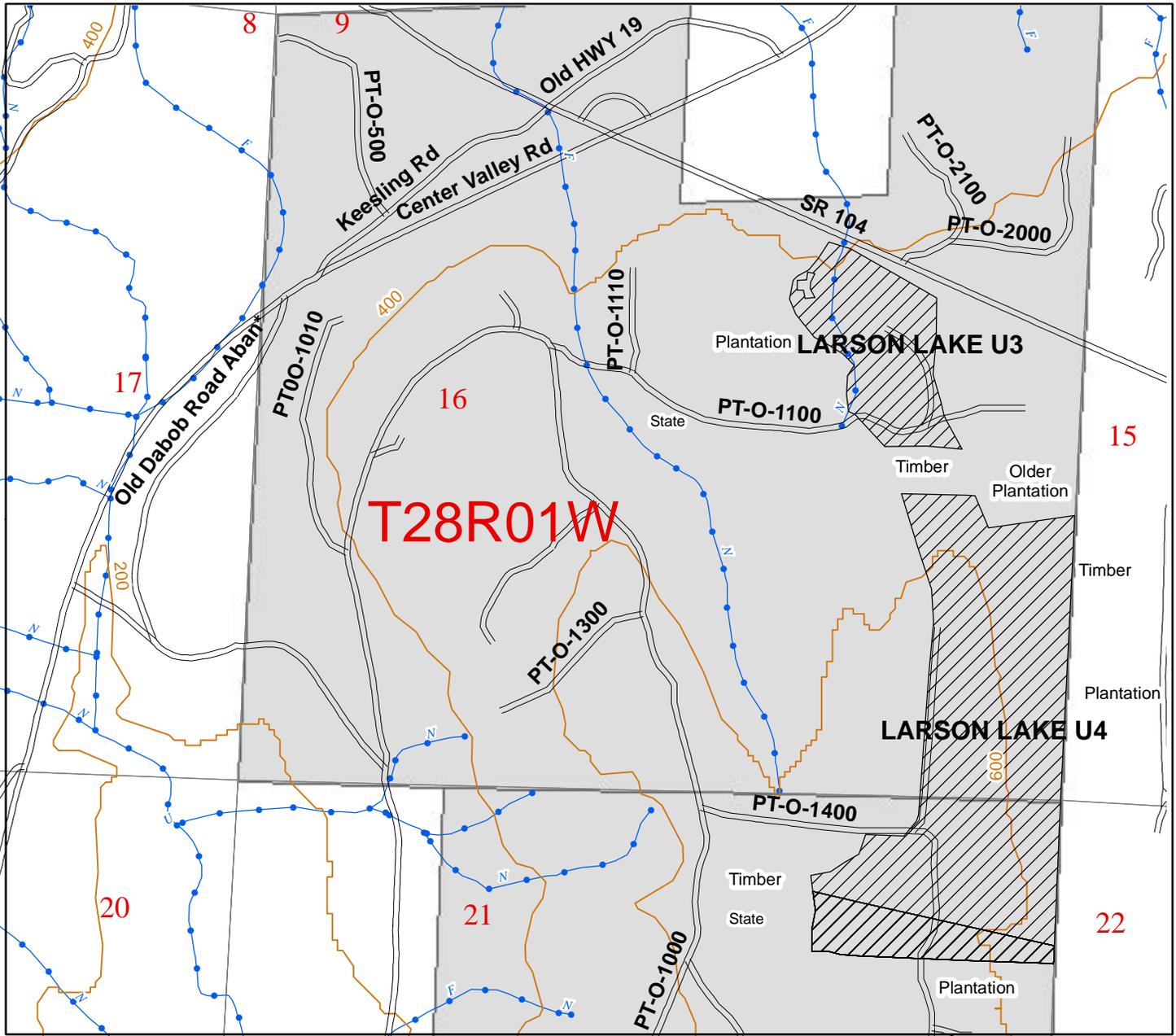
Item No. A

Township 28 N Range 1 W Section 16, 21

Unit Nos. 35, 36

Unit Names: Larson Lake U3 & U4

Treatment Acres: 17, 67



Legend

Treatment Area

Roads

Streams

Public Land Survey Sections

DNR-Managed Lands

Pink Ribbon Boundary

Gate

Rockpit

Blocked Road

Residence

1:12,000

200' Contours

Feb 11, 2013



Contract # 1420 Unit Map

Noxious Weed Control, Broadcast Ground Herbicide

Jefferson County

DNR Olympic Region, Straits District

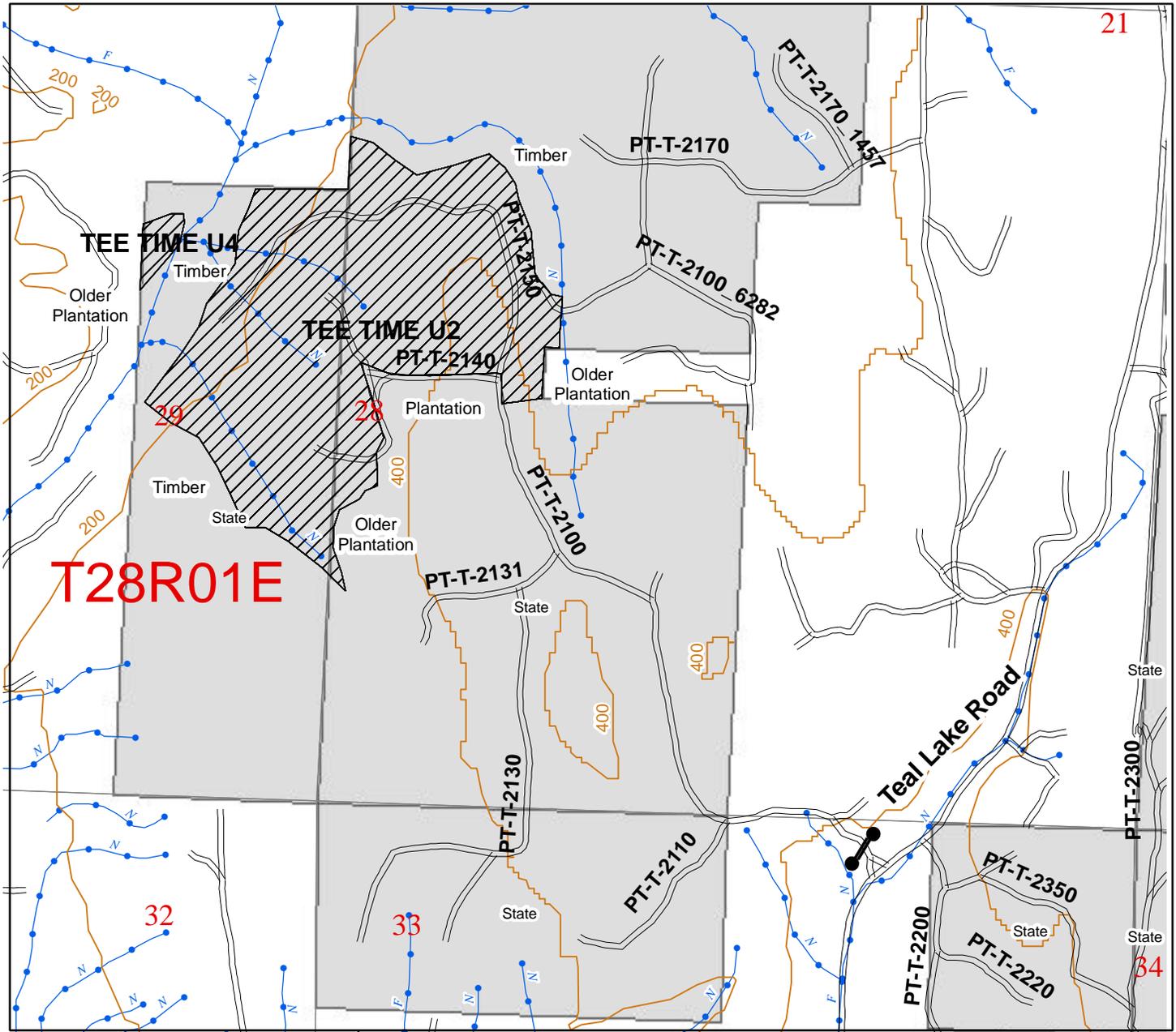
Item No. A

Township 28 N Range 1 E Section 28, 29

Unit Nos. 37, 38

Unit Names: Tea Time U2 & U4

Treatment Acres: 85, 2



Legend

Treatment Area

Roads

Streams

Public Land Survey Sections

DNR-Managed Lands

Pink Ribbon Boundary

Gate

Rockpit

Blocked Road

Residence

1:12,000

200' Contours

Feb 13, 2013

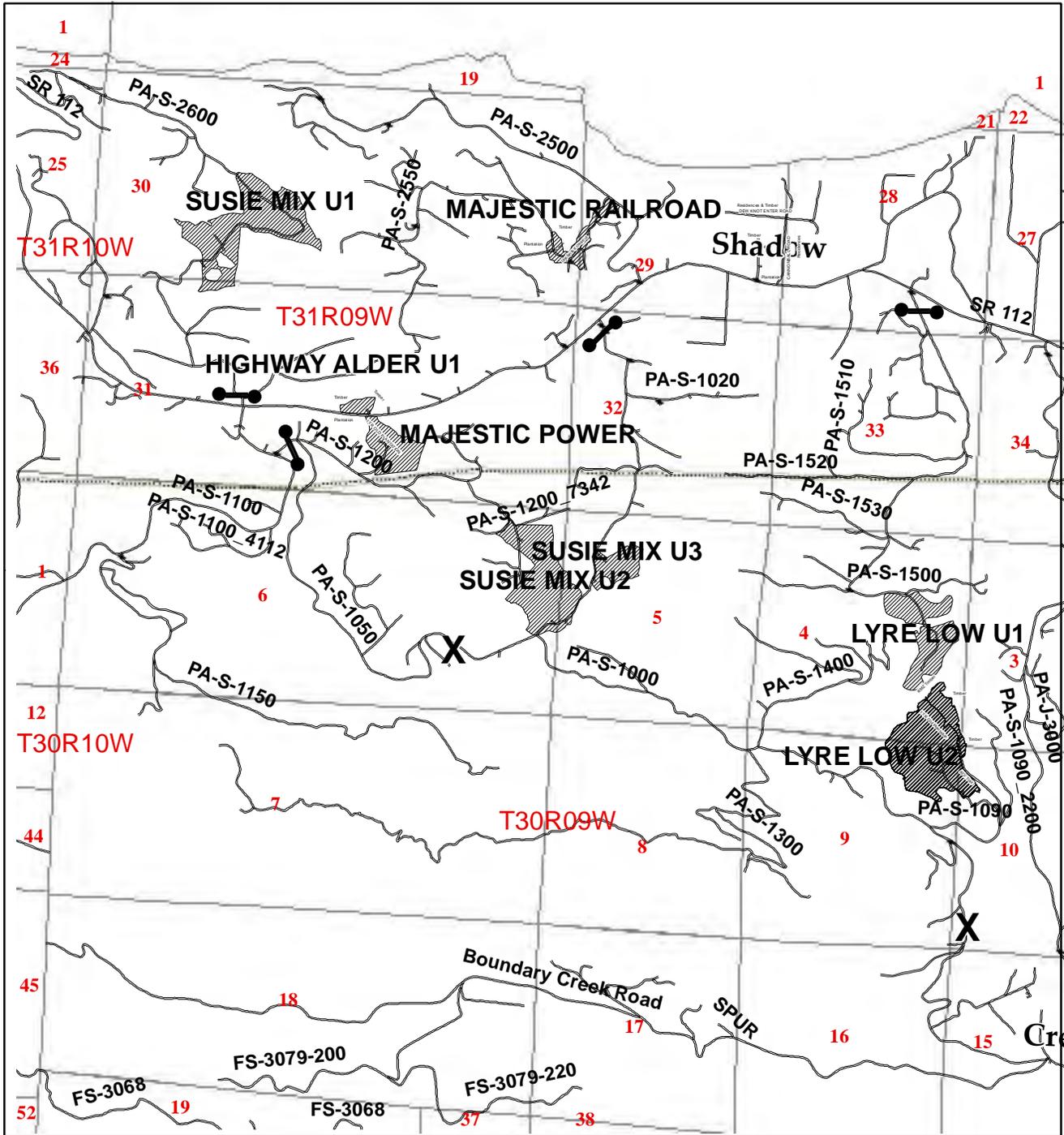


Contract # 1420 Vicinity Map

Unit 1 2 3 4 5 6 7 8

**NOXIOUS WEED TREATMENT
BROADCAST GROUND HERBICIDE**

**Clallam County
DNR Olympic Region, Straits District**



Legend

- Treatment Unit
- Gates
- Roads
- Public Land Survey Sections
- BPA Transmission Lines

1 in = 0.75 miles

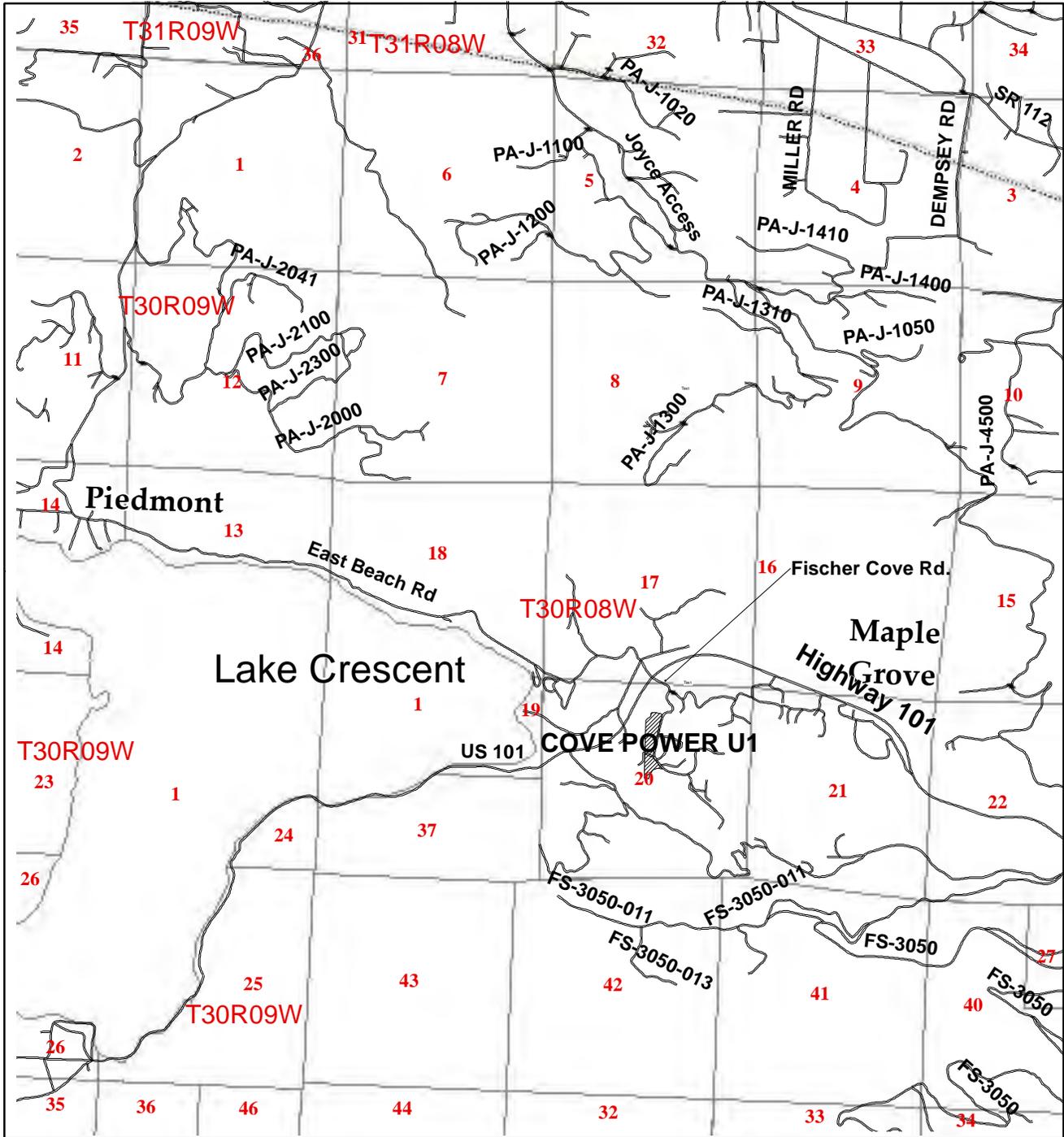
February 12, 2013



Contract # 1420 Vicinity Map Unit 9

**NOXIOUS WEED TREATMENT
BROADCAST GROUND HERBICIDE**

**Clallam County
DNR Olympic Region, Straits District**



Legend

- Treatment Unit
- Gates
- Roads
- Public Land Survey Sections
- BPA Transmission Lines

1 in = 0.75 miles

February 12, 2013

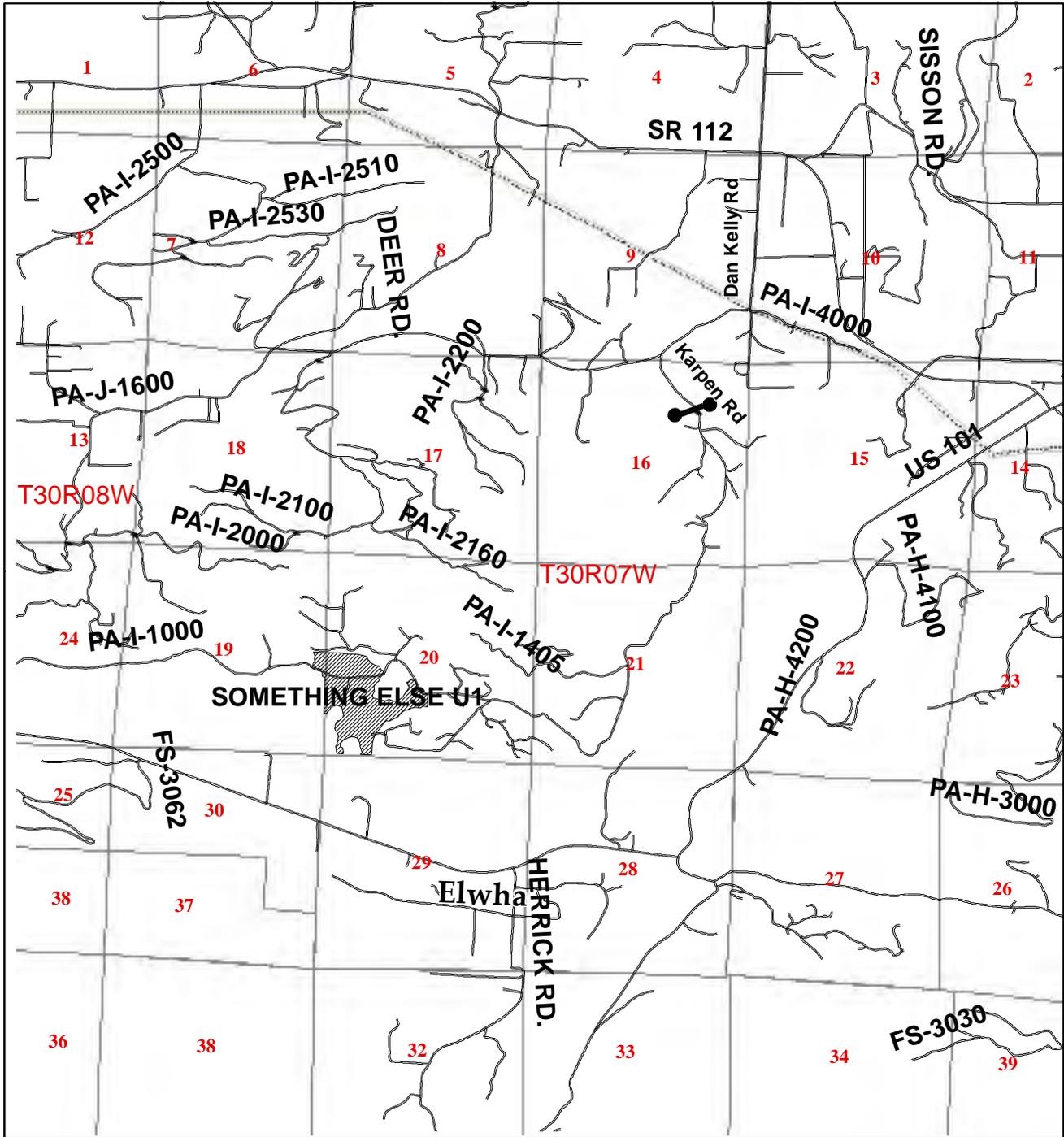


Contract # 1420 Vicinity Map

Unit 10

**NOXIOUS WEED TREATMENT
BROADCAST GROUND HERBICIDE**

**Clallam County
DNR Olympic Region, Straits District**



Legend

- Treatment Unit
- Roads
- BPA Transmission Lines
- Gates
- Public Land Survey Sections

1 in = 0.75 miles

February 12, 2013

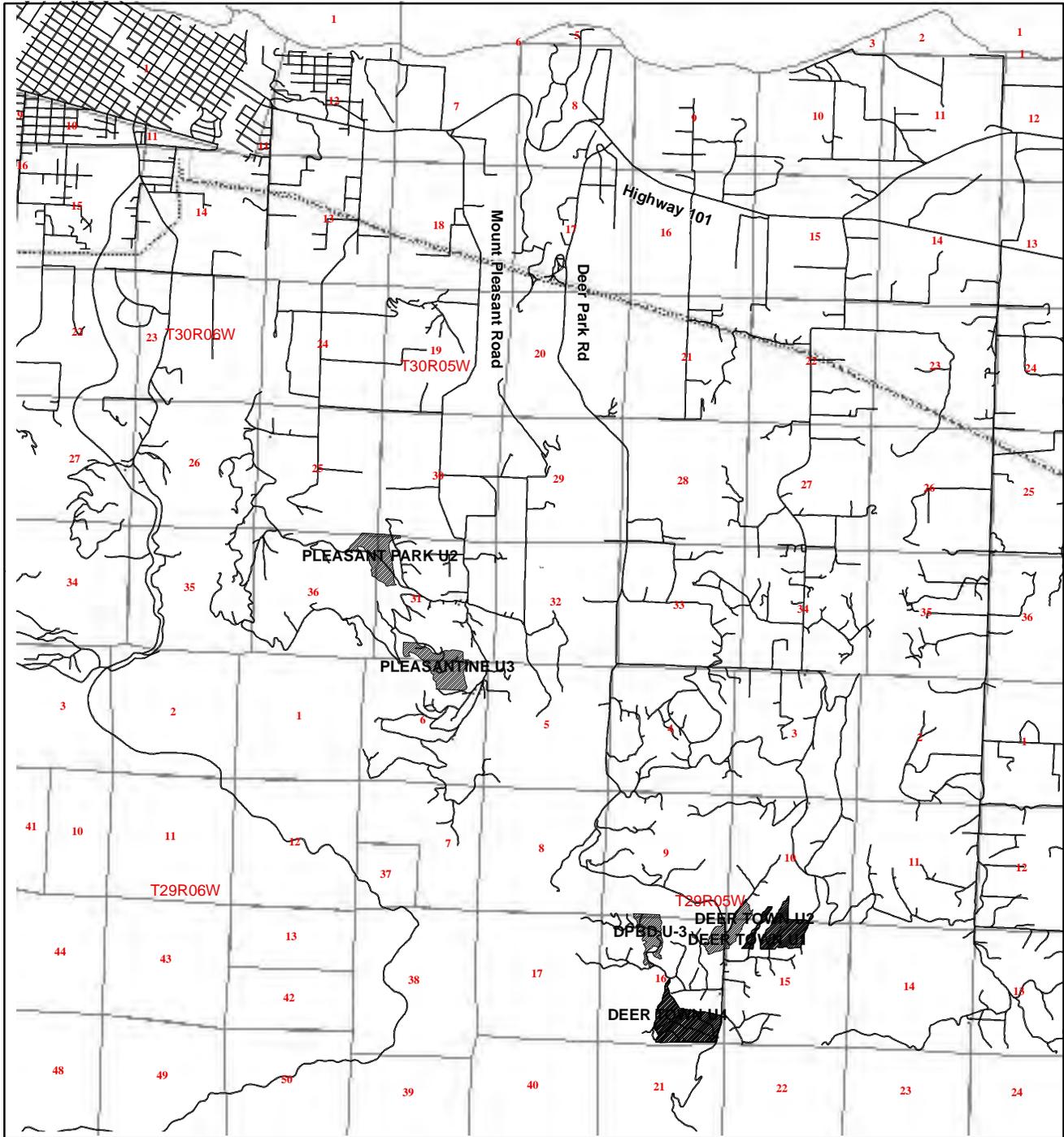


Contract # 1420 Vicinity Map

Units 11 12 13 14 15 16 17

**NOXIOUS WEED TREATMENT
BROADCAST GROUND HERBICIDE**

**Clallam County
DNR Olympic Region, Straits District**



Legend

-  Treatment Unit
-  Roads
-  BPA Transmission Lines
-  Gates
-  Public Land Survey Sections

1 in = 1.25 miles

February 12, 2013

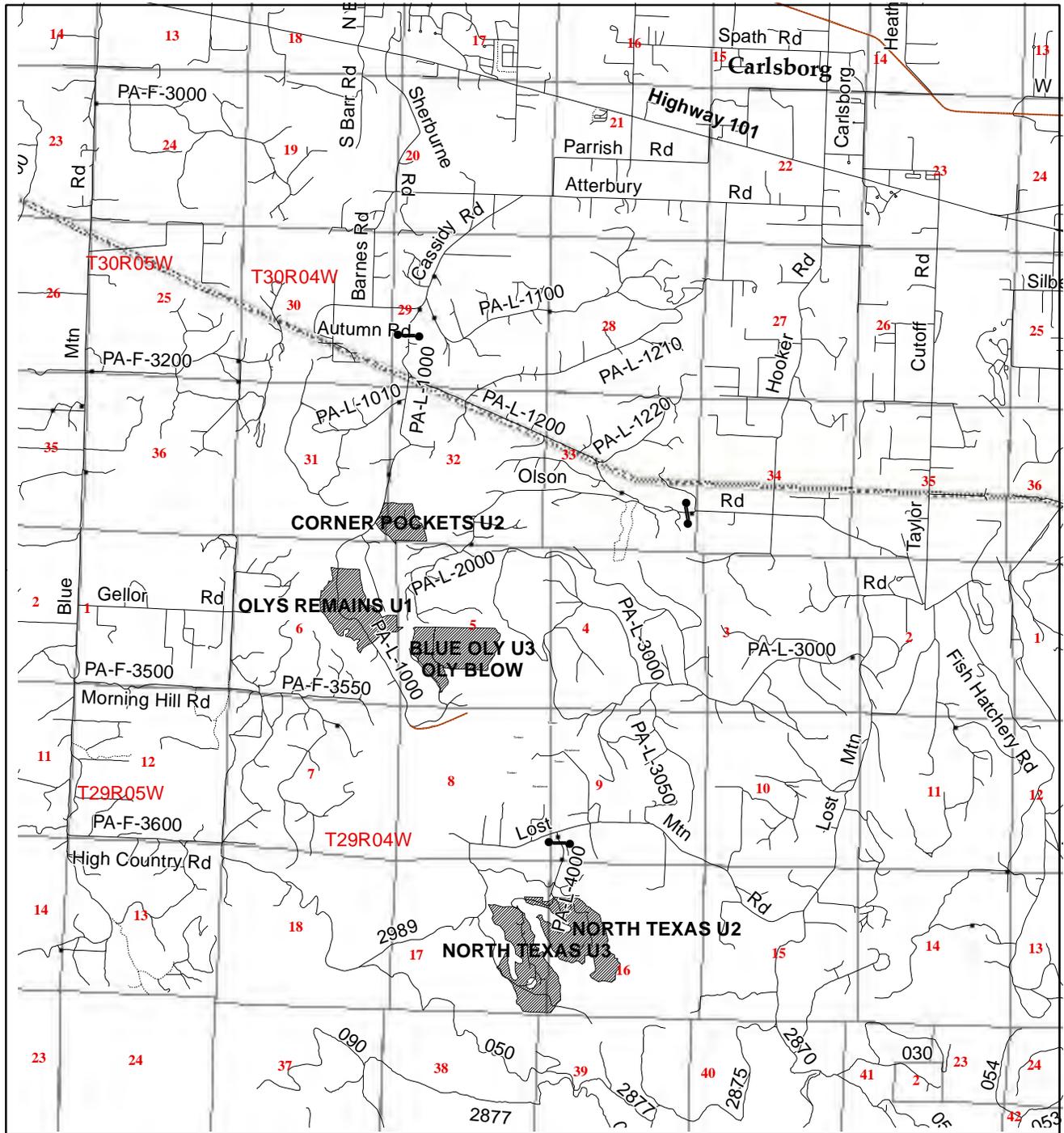


Contract # 1420 Vicinity Map

Units 18 19 20 21 22 23

**NOXIOUS WEED TREATMENT
BROADCAST GROUND HERBICIDE**

**Clallam County
DNR Olympic Region, Straits District**



Legend

-  Treatment Unit
-  Gates
-  BPA Transmission Lines
-  Public Land Survey Sections
-  Existing Roads

1 in = 1 miles

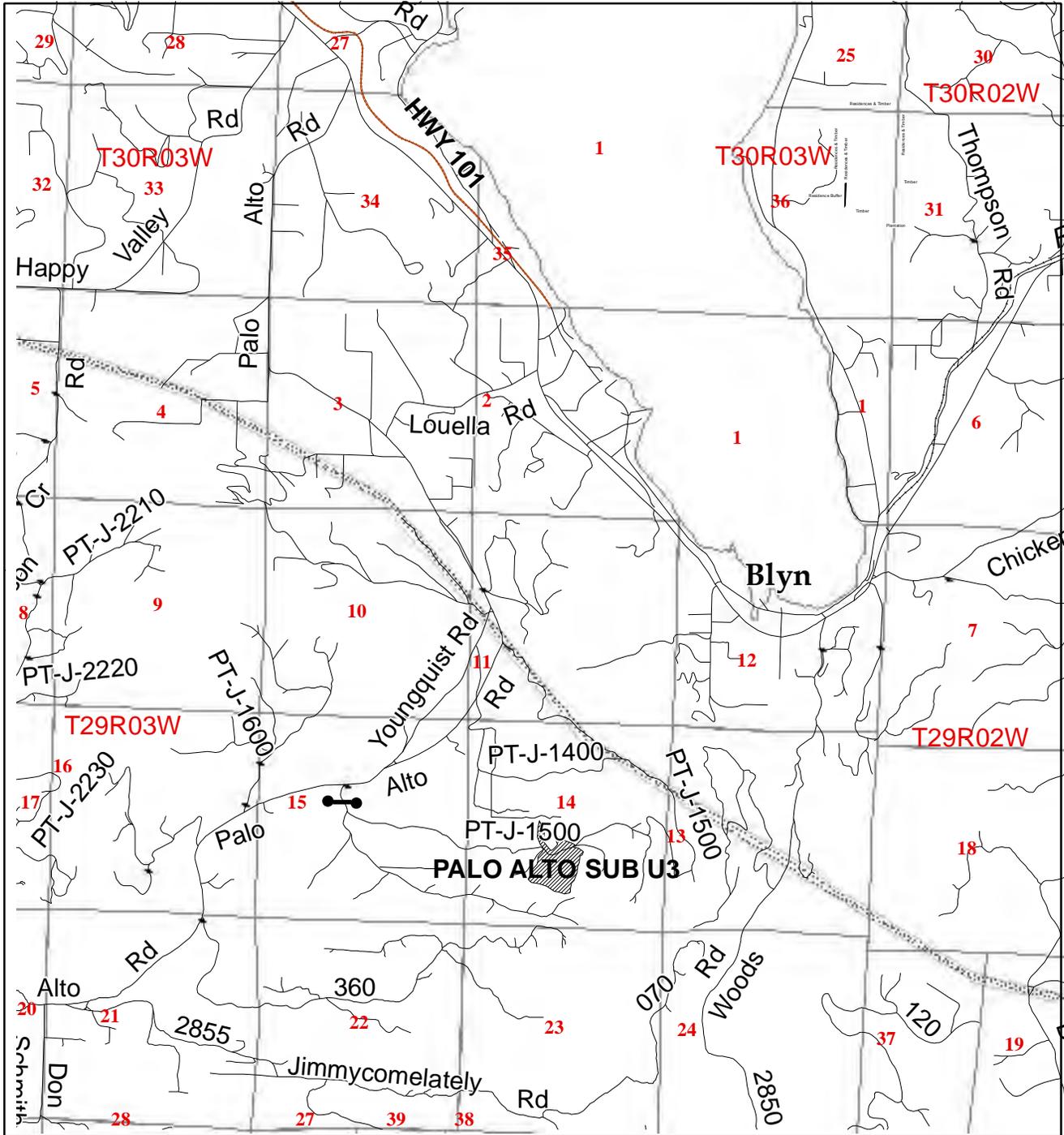
February 12, 2013



Contract # 1420 Vicinity Map Unit 24

**NOXIOUS WEED TREATMENT
BROADCAST GROUND HERBICIDE**

**Clallam County
DNR Olympic Region, Straits District**



Legend

- Treatment Unit
- BPA Transmission Lines
- Existing Roads
- Gates
- Public Land Survey Sections

1 in = 0.75 miles

February 13, 2013

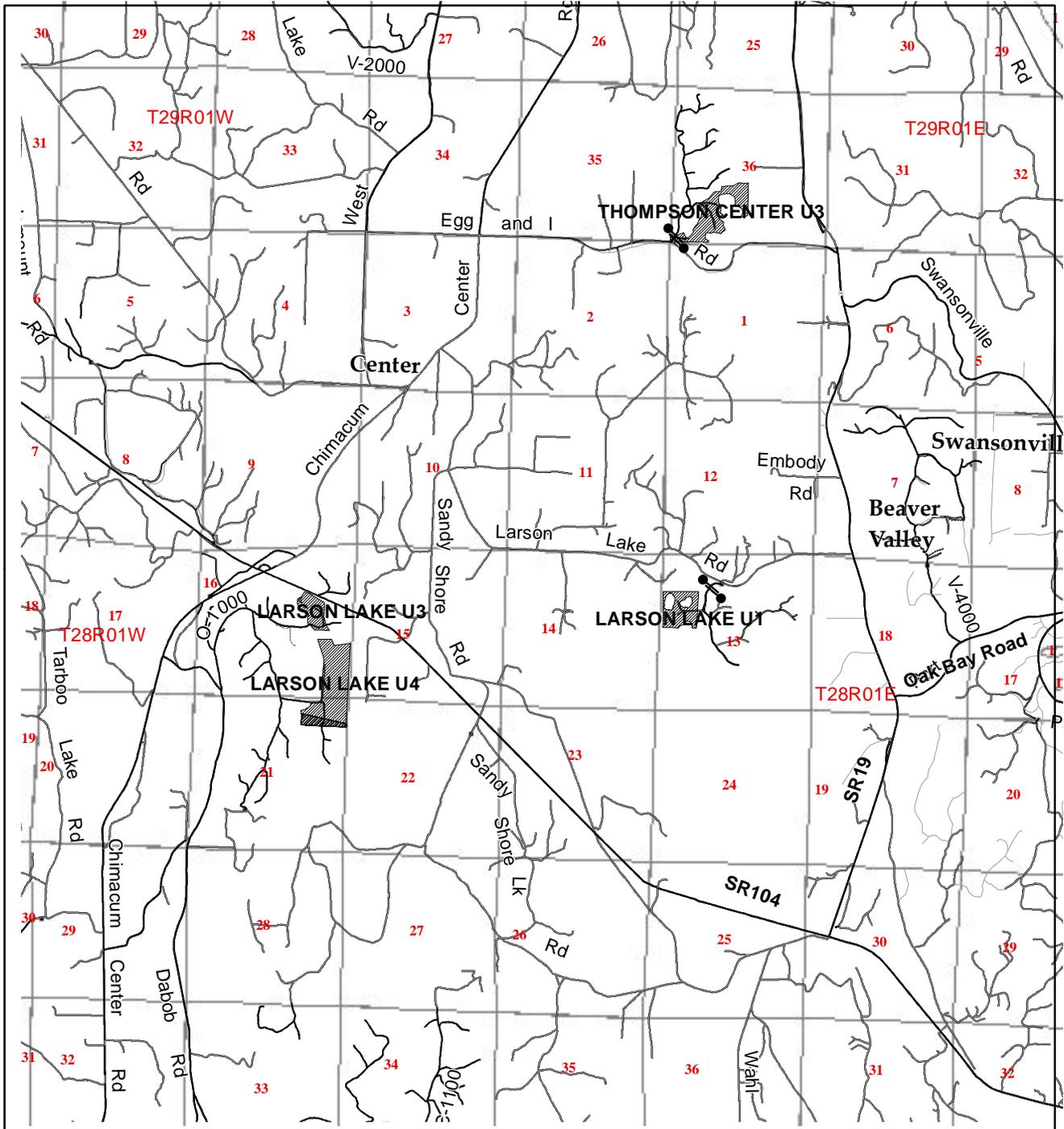


Contract # 1420 Vicinity Map

Units 33 34 35 36

**NOXIOUS WEED TREATMENT
BROADCAST GROUND HERBICIDE**

**Jefferson County
DNR Olympic Region, Straits District**



Legend

- Treatment Unit
- Roads
- BPA Transmission Lines
- Gates
- Public Land Survey Sections

1 in = 1 miles

February 12, 2013

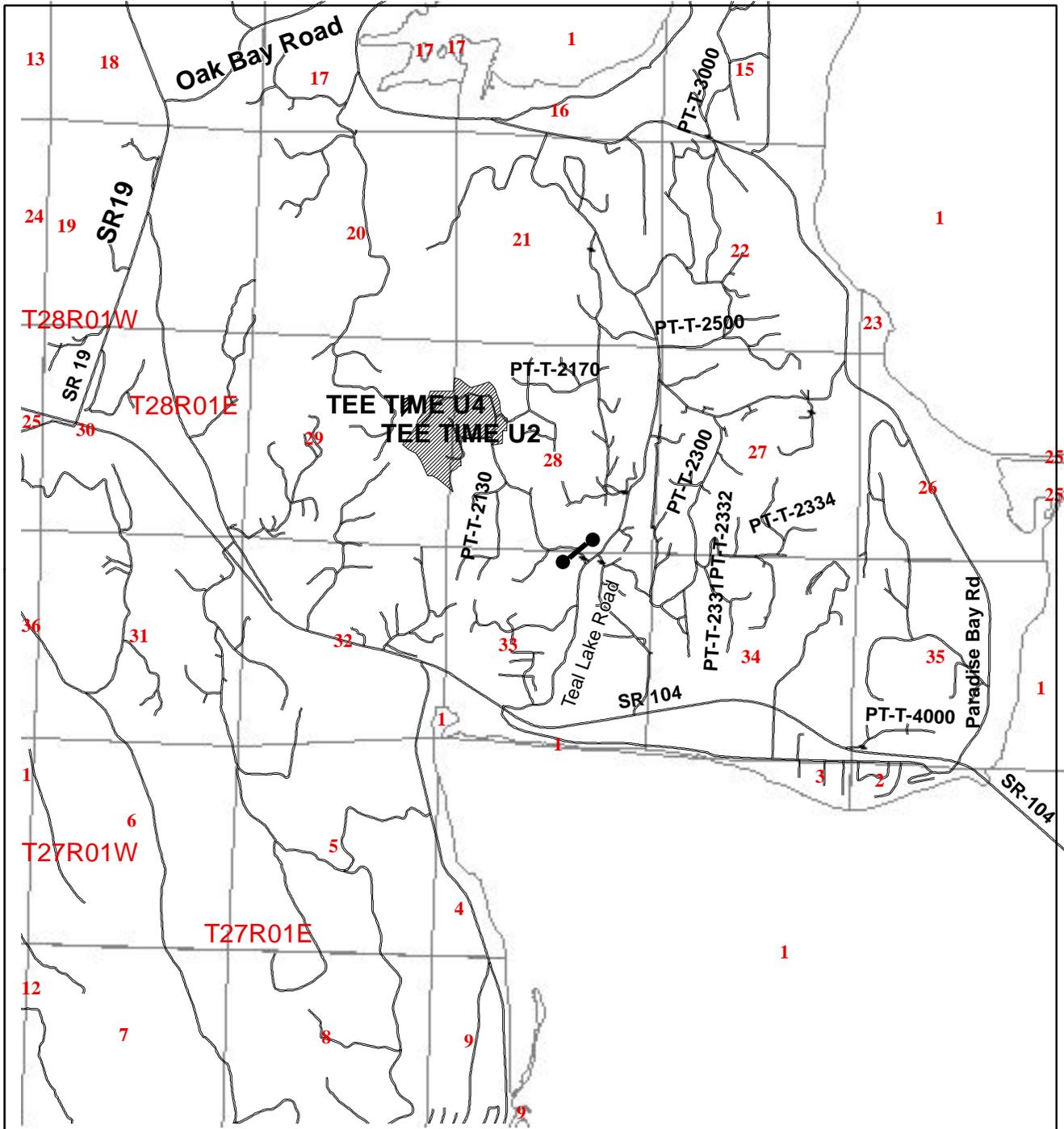


Contract # 1420 Vicinity Map

Units 37 38

**NOXIOUS WEED TREATMENT
BROADCAST GROUND HERBICIDE**

**Jefferson County
DNR Olympic Region, Straits District**



Legend

- Treatment Unit
- Roads
- BPA Transmission Lines
- Gates
- Public Land Survey Sections

1 in = 0.75 miles

February 12, 2013



DRIVING DIRECTIONS
FOR NOXIOUS WEED TREATMENT – GROUND HERBICIDE
CONTRACT 1420
Page 1 of 6

Unit # and Unit Name

1 Susie Mix U1:

From Joyce, go west on Highway 112 approx. 8.1 miles to MP 42.6. Turn north (right) onto the gated PA-S-2600 Road and travel for 1.2 miles to the unit Susie Mix U1.

2 Highway AlderU1:

From Joyce, go west on Highway 112 approx. 8.9 miles the Unit is on the North side of the road (at MP 43.1) .

3 Majestic Power:

From Joyce, go west on Highway 112 approx. 8.1 miles to MP 42.6. Turn south (left) onto the East Twin Road and travel for .34 miles. Turn northwest (left) onto the S-1200 Road and travel for .53 miles. Turn north (left) on the spur under the power right of way and travel approx. 2 miles to the unit Majestic Power.

4 Susie Mix U2:

From Joyce, go west on Highway 112 approx. 6.6 miles. Turn south (left) onto the gated PA-S-1000 Road and travel for 1.9 miles to Susie Mix U2.

5 Susie Mix U3:

From Joyce, go west on Highway 112 approx. 6.6 miles. Turn south (left) onto the gated PA-S-1000 Road and travel for 1.3 miles to Susie Mix U3.

6 Majestic Railroad:

From Joyce, go west on Highway 112 approx. 6 miles, (at milepost 44.6) turn North onto the PA-S-2500 and follow for 0.7 miles. Turn left(South) onto the PA-S-2550 as you enter the unit Majestic Railroad.

7 Lyre Low U1:

From Joyce, go west on Highway 112 approx. 4.9 miles, (at MP 46.1) turn left (south) onto PA- S- 1500 and follow it for 2.2 miles to the unit Lyre Low U1.

8 Lyre Low U2 & U2BD A:

From Joyce, go west on Highway 112 approx. 6.6 miles, (at MP 44.4) turn Left (south) onto PA- S- 1000 and follow for 4.4 miles , turn east on PA-S-1090 follow to the units Lyre Low U2 & U2BD A .

9 Cove Power U1:

From Port Angeles go west on US 101 approx.15 miles to Fisher Cove Road (MP 231.9). Turn left (southeast) on Fisher Cove road follow for 0.4 mile , the unit Cove Power U1 is on the west side of the road.

10) Something Else U1:

From Port Angeles travel west on Hwy 101 for 4.5 miles to the state route 112 junction (MP 242.9). Turn right (north) onto state route 112 and travel for 2.2 miles to Dan Kelly road (MP 58.8). Turn left (south) and follow for 1.4 miles. Turn left (south) onto Karpin Rd follow for 0.4 miles, go through the gate on to PA-I- 1000 (AA-1 required for gate). Follow PA-I-1000 for 2.9 miles to the unit Something Else U1.

11 Pleasant Park U2:

In Port Angeles off Hwy 101 Turn south on to Mt. Pleasant Road (MP 251.1). Drive 4.1 miles. Turn right (west) to PA-F-1000 (AA-1 required for gate). Drive 0.3 mile. Turn right onto PA-F-1100. Drive 0.3 mile to the Unit Pleasant Park U2.

12 Pleasantine U3:

In Port Angeles off Hwy 101 Turn south on to Mt. Pleasant Road (MP 251.1). Drive 4.1 miles. Turn right (west) to PA-F-1000 (AA-1 required for gate). Drive 1.1 mile. Turn left (south) onto PA-F1070- Drive 0.5 mile to the Unit Pleasantine U3.

13 DPBD U3:

From Port Angeles travel east for 5.8 miles (MP253) turn right (south) onto Deer Park Rd. Follow for 8.3 miles . Turn Left (west) on to PA-F 2800 (AA-1 required for gate) Drive 0.5 miles and turn north on to PA-F-2850 into the unit DPBD U3.

14 Deer Town U1:

From Port Angeles travel 5.8 miles east on Highway 101, (MP253) turn right (south) onto Deer Park road, Follow for 8.3 miles to the unit Deer Town U1. Unit 1 is located on the west and east side of Deer Park road.

Unit 2 and Unit 3 can be accessed from the PA-F-2600 road system which is at MP 8.1. Unit 4 is accessed from the PA-F-2800 and the PA-F-2900 road systems.

15 Deer Town U2:

From Port Angeles travel 5.8 miles east on Highway 101, (MP253) turn right (south) onto Deer Park road, Follow for 8.3 miles turn east on to the PA-F-2600 road system (AA-1 required for gate) Follow for 0.3 miles turn north on to the PA-F-2603 which leads to the unit Deer Town U2.

16 Deer Town U3:

From Port Angeles travel 5.8 miles east on Highway 101, (MP253) turn right (south) onto Deer Park road, Follow for 8.3 miles turn east on to the PA-F-2600 road system (AA-1 required for gate) Follow for 0.5 miles turn north on to the PA-F-2611 which leads to the unit Deer Town U3.

17 Deer Town U4:

From Port Angeles travel 5.8 miles east on Highway 101, (MP253) turn right (south) onto Deer Park road, Follow for 8.7 miles to the PA-F-2900 road system (AA-1 required for gate). Unit 4 is located on the west and east side of Deer Park road before the national park boundary.

18 Corner Pockets U2:

From Port Angeles, drive 14.1 on Hwy 101 east turn south at (M.P. 261.3) Hooker Road (the first traffic light). Follow for 0.3 miles to Atterberry Road. Turn right (west) on Atterberry Road and go 2.3 miles turn left (south) onto Cassidy Road and follow for 0.9 miles to the gate on the PA-L-1000 Road (AA-1 required for gate). Follow PA-L-1000 for 1.5 miles to the unit Corner Pockets U2.

19 - Oly's Remains:

From Port Angeles, drive 14.1 on Hwy 101 east turn south at (M.P. 261.3) Hooker Road (the first traffic light). Follow for 0.3 miles to Atterberry Road. Turn right (west) on Atterberry Road and go 2.3 miles turn left (south) onto Cassidy Road and follow for 0.9 miles to the gate on the PA-L-1000 Road (AA-1 required for gate). Follow PA-L-1000 for 2.9 miles to the unit Oly Remains.

20 Oly Blow:

From Port Angeles, drive 14.1 on Hwy 101 east turn south at (M.P. 261.3) Hooker Road (the first traffic light). Follow for 0.3 miles to Atterberry Road. Turn right (west) on Atterberry Road and go 2.3 miles. Turn left (south) onto Cassidy Road and follow for 0.9 miles to the gate on the PA-L-1000 Road (AA-1 required for gate). Follow PA-L-1000 for 3.9 miles and the unit Oly Blow will be on the right.

21 Blue Oly U3:

From Port Angeles travel east on Highway 101 approx 5.2 miles to Sherburne road. Turn south (right) onto Sherburne road and travel approx .9 miles south and then turn right onto Cassidy road. Travel approx .9 miles on Cassidy road until reaching a gate behind which is road PA-L-1000. Take PA-L-1000 for approx 3.5 miles (passing through another gate) and stay left on PA-L-1000. Follow PA-L-1000 into the unit.

22, 23 North Texas U2 and U3:

Travel approx 1 mile west of Sequim on Highway 101 turn left (south) to Taylor Cutoff road Travel approx 2.6 miles south on Taylor Cutoff road. Turn west (right) onto Lost Mountain road Travel approx 4.5 miles on Lost Mountain road. Turn south (left) onto PA-L-4000. AA-1 key required for gate. Drive approx 0.5 to where road splits. Where road spilt unit 2 begins, travel PA-L-4000 (stay right) to leave unit 2 and reach unit 3.

24 Palo Alto Sub U3:

From Sequim, travel east on Highway 101 approx 4.4 miles. Turn south (right) onto Louella road. Travel Louella road for approx .8 miles and turn left (south) onto Palo Alto road. Follow Palo Alto road south for approx 2 miles, then turn south (left) onto J-1500 where you will reach as combination gate (for combination call Albert Huggins 360-640-4662). Once through the gate stay left on J-1500 for approx 1.2 miles until the Palo Alto Sub unit 3 is reached.

25-30 Skidder Trap U1, U2, U4, U7, U8, and U9:

From Sequim travel east and south on Highway 101 and turn west (right) on West Uncas road just north of mile post 284. Travel 0.1 mile to Wycoff road and turn south (left). Travel for 0.2 mile, keeping to the right at the intersections with private driveways. Wycoff road becomes the B-1000 mainline. Travel an additional 1.7 miles going through the gate and staying to the right at all main road intersections. Turn south (left) up the hill on the B-3000 road for 0.7 mile. At the four way junction continue straight, heading steeply uphill to the southeast on the B-4000 road. Continue south on PT-S-5000. After this point different directions must be followed to reach the different units in the area:

U1 and U2

Stay to the left and head south for approx 0.5 mile to reach the units on PT-S-5000. You will enter unit 1 first, continue traveling on PT-S-5000 to reach unit 2 (the units are separated by a stream).

U4

Travel Pt-S-5000 south until its intersections with Pt-S-5100, turn west (right) onto Pt-S-5100. Stay on Pt-S-5100 for approx .4 miles. At this point the road splits; stay left onto Pt-S-5120. Stay on Pt-S-5120 for approx .6 miles until road splits stay right on Pt-S-5125 and follow Pt-S-5125 into the unit.

U7 and U8

Travel south and then west on Pt-S-5000 until road Pt-S-5700 is reached. Turn north (right) onto Pt-S-5700. Follow Pt-S-5700 until units 7 and 8 are reached. Unit 8 is northwest of unit 7; the two units are divided by a stream.

U9

Travel south and then west on Pt-S-5000 until road Pt-S-5900 is reached. Turn north (right) onto Pt-S-5900. Follow Pt-S-5900 into unit 9.

31-32 Longhouse Deluxe U2 and U3:

Travel south on Highway 101 from Discovery Bay. From US Highway 101 (milepost 288.5) turn west (right) onto Snow Creek road and follow for 5.3 miles to units 2 and 3. Unit 3 will be reached 1st (it is small 2 acres). Travel approx .15 miles west further on Snow Creek road to reach unit 2.

33 Thompson Center U3:

Traveling east on Highway 101 turn onto State Route 104. Travel east on State Route 104 until reaching Center road. Turn north (left) onto Center road. Follow Center road until reaching Egg and I road. Turn east (right) onto Egg and I road. Travel 1.3 miles east on the Egg & I Rd and turn north (left) onto the PT-V-3000. The unit is east (right) of PT-V-3000 just after making the turn.

34-36 Larson Lake U1, U2, and U3:

U1

Traveling west on Highway 104 at milepost 9 travel approx 0.1 miles west. Turn north (right) onto Highway 19 and travel approx 2.6 miles. Turn west (left) turn onto Larson Lake Rd and travel 0.9 miles. Turn south (left) onto the PT-V-5000. The road is gated. Through the gate stay on PT-V-5000 until reaching PT-V-5100. Turn west (right) onto PT-V-5100 which leads into the unit.

U3 and U4

Traveling west on Highway 104 at milepost 6 travel west for approx 1.6 miles. Turn south (left) onto Center-Quilcene road. Travel approx 0.9 miles south. Turn east (left) onto Dabob road and travel approx 0.5 miles. Turn north (left) onto the PT-O-1000 and travel approx 0.7 miles. Unit 3 is located approx 0.6 miles down the PT-O-1100. Unit 4 is located an additional approx 0.6 miles down the PT-O-1000 the turn on PT-O-1400. PT-O-1400 leads into unit 4.

37-38 Tee Time U2 and U4

Travel approx 11 miles from Highway 101 east on Highway 104 and then turn north (left) onto Teal Lake Road approx 0.5 miles after mile post 11. Turn west (left) onto PT-T2100 road. Shared gate requires AA1 key. Travel on Pt-T-2100 until reaching Pt-T-2140. Turn west (left) onto Pt-T-2140 to reach unit 2. To reach Unit 4 continue on Pt-T2100, until Pt-T2150. Turn north (stay left) onto Pt-T2150. Travel Pt-T2150 until the road ends. Unit 4 is northwest of road's end approx 500 ft across a stream.

SECTION IV - BID FORM Page 1 of 2

Noxious Weed Treatment, Ground Herbicide

INVITATION TO BID/CONTRACT NUMBER **1420**

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

At the following rates, the undersigned hereby offers and agrees to furnish materials, equipment, supplies, supervision, and services in compliance with all terms, conditions and specifications of Invitation to Bid/Contract Number **1420**.

<u>Item No.</u>	<u>Unit No.</u>	<u>Unit Name</u>	<u>Acres¹</u>	<u>Unit Bid Price (Per Acre)</u>	<u>Unit Total²</u>
A	01	Suzie Mix U1	81	\$ _____/Ac	\$ _____
A	02	Highway Alder U1	6	\$ _____/Ac	\$ _____
A	03	Majestic Power	29	\$ _____/Ac	\$ _____
A	04	Suzie Mix U2	64	\$ _____/Ac	\$ _____
A	05	Suzie Mix U3	13	\$ _____/Ac	\$ _____
A	06	Majestic Railroad	17	\$ _____/Ac	\$ _____
A	07	Lyre Low U1	48	\$ _____/Ac	\$ _____
A	08	Lyre Low U2 & U2 BD A	93	\$ _____/Ac	\$ _____
A	09	Cove Power U1	11	\$ _____/Ac	\$ _____
A	10	Something Else U1	80	\$ _____/Ac	\$ _____
A	11	Pleasant Park U2	53	\$ _____/Ac	\$ _____
A	12	Pleasantine U3	66	\$ _____/Ac	\$ _____
A	13	DPBD U3	31	\$ _____/Ac	\$ _____
A	14	Deer Town U1	41	\$ _____/Ac	\$ _____
A	15	Deer Town U2	9	\$ _____/Ac	\$ _____
A	16	Deer Town U3	53	\$ _____/Ac	\$ _____
A	17	Deer Town U4	88	\$ _____/Ac	\$ _____
A	18	Corner Pockets U2	38	\$ _____/Ac	\$ _____
A	19	Olys Remains U1	84	\$ _____/Ac	\$ _____
A	20	Oly Blow	26	\$ _____/Ac	\$ _____

Bid Form Continued on next page

SECTION IV - BID FORM Page 2 of 2

Item No.	Unit No.	Unit Name	Acres ¹	Unit Bid Price (Per Acre)	Unit Total ²
A	21	Blue Oly U3	65	\$ _____/Ac	\$ _____
A	22	North Texas U2	96	\$ _____/Ac	\$ _____
A	23	North Texas U3	95	\$ _____/Ac	\$ _____
A	24	Palo Alto Sub U3	28	\$ _____/Ac	\$ _____
A	25	Skidder Trap U1	25	\$ _____/Ac	\$ _____
A	26	Skidder Trap U2	7	\$ _____/Ac	\$ _____
A	27	Skidder Trap U4	67	\$ _____/Ac	\$ _____
A	28	Skidder Trap U7	43	\$ _____/Ac	\$ _____
A	29	Skidder Trap U8	14	\$ _____/Ac	\$ _____
A	30	Skidder Trap U9	56	\$ _____/Ac	\$ _____
A	31	Longhouse Deluxe U2	23	\$ _____/Ac	\$ _____
A	32	Longhouse Deluxe U3	2	\$ _____/Ac	\$ _____
A	33	Thompson Center U3	42	\$ _____/Ac	\$ _____
A	34	Larson Lake U1	26	\$ _____/Ac	\$ _____
A	35	Larson Lake U3	17	\$ _____/Ac	\$ _____
A	36	Larson Lake U4	67	\$ _____/Ac	\$ _____
A	37	Tee Time U2	85	\$ _____/Ac	\$ _____
A	38	Tee Time U4	2	\$ _____/Ac	\$ _____

Item A, Total Acres:

1,691

Bid Total \$ _____

Bidder Information:

Signature: _____

Title: _____

Company: _____

Note:

Detach and return one (1) copy of this form as per Notice to Bidders and Instructions to Bidder.

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 1420**. 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 **1420** is hereby awarded and executed between _____ and the State of Washington, Department of Natural Resources, to be effective _____, 2013. This award is for Item Number(s) A .

State of Washington,
Department of Natural Resources

By: _____
(Signature) (Date)

Susan K. Trettevik
Olympic Region Manager

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