



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

South Puget Sound Region

INVITATION TO BID

Contract Number #1421

Contract Digest: Conifer Release, Ground Herbicide

Notice to Bidders
Definitions

SECTION I

- Instructions to Bidders and Contract Award

SECTION II

- Division I General Provisions
- Division II Specifications for the Activity
- Division III Compliance Inspection and Payments

SECTION III

- Unit Descriptions
- Unit Maps
- Vicinity Map

SECTION IV

- Bid Form

SECTION V

- Offer and Contract Award

NOTICE TO BIDDERS

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

Sealed bids will be accepted at the Department's South Puget Sound Region office until 2:00 PM on Tuesday, April 9th, 2013 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: Brian Williams, South Puget Sound
Washington State Department of Natural Resources
950 Farman AVE N, Enumclaw, WA 98022

Upper left corner: Bidder's Address

Lower left corner: Ground Herbicide – "Sealed Bid"
Invitation to Bid/Contract Number: 1421

Questions pertaining to this Invitation to Bid can be answered by contacting Brian Williams at 425-736-4726. 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

SPECIAL NOTICES

Term of Contract: Monday, April 15th, 2013 to Thursday, May 9th, 2013.

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

Gate Access: See Unit Description regarding gate access information. **For Units SP-8 and SP-9 all Potential Bidders are required to check in and check out with the security at the Echo Glen Children Center.** Potential Bidders can check out a 786 key from the South Puget Sound region office in Enumclaw from 8 AM to 4:30 Monday through Friday (needed to access unit SP-11). Keys will be issued to the successful bidder during the Pre-Work conference to access units SP-11 and SP-12.

Successful Bidder shall provide proof of a valid 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 2-04).

A bid deposit of \$1000 is required at the Bid Opening (see Clause 1-09).

A Pre-Work conference is required once an award has been made (see Clause 2-11).

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

St. Elizabeth Hospital, 1450 Battersby AVE, Enumclaw, WA 98022, 360-825-2505;

Snoqualmie Hospital, 9575 Ethan Wade Way SE, Snoqualmie, WA 98065, 425-831-2300;

Harrison Hospital Belfair, 21 NE Romance Hill Road, Belfair, WA 98528,

Urgent Care: 360-277-2975

Primary Care: 360-277-2950

Hours: Urgent Care: 7:30 am to 7:30 pm

Primary Care: 7:30 am to 4:30 pm;

Harrison Hospital Bremerton, 2520 Cherry AVE, Bremerton, WA 98310, 360-744-3911.

DEFINITIONS

- A. 'Compliance Forester' means the Department staff who perform the compliance inspections, approves Work, recommends payment to the Contract Manager, manages the Work Schedule.
- B. 'Contract' means this Invitation to Bid/Contract the Pre-Work Conference packet and all required documents provided by the contractor.
- C. 'Contract Manager' means the Department staff that processes this Contract, makes payments, provides and facilitates dispute resolution, provides technical advice to the Compliance Forester, and is the first point of contact for questions relating to this Contract or interpretation of Work. The Contract Manager may perform the duties of the Compliance Forester.
- D. 'Contractor' means the bidder who was awarded this Contract.
- E. 'Department' means the Department of Natural Resources of the State of Washington, acting through an authorized employee.
- F. 'Designated Contract Representative(s): Those individuals designated by the Contractor on the Pre Work form during the Pre Work Conference (2-11, 2-12)
- G. 'Force Majeure' means those acts that are unforeseeable and beyond the control of either party to the Contract. Acts of Force Majeure include, but are not limited to: acts of God, the public enemy, fire, or other casualty. Force Majeure may result in an equitable adjustment in the time period to complete the Contract.
- H. '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.
- I. '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.
- J. '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).
- K. '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.
- L. '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
- M. 'Unit Bid Price' is the rate per acre written in the Unit Bid Price column of the bid form (Section IV Bid Form).

SECTION I: INSTRUCTIONS TO BIDDERS AND CONTRACT AWARD

Bid Preparation

1-01 Unit Inspection

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

- A. Conditions bearing upon transportation, disposal, handling, and storage of materials;
- B. The availability of labor, water, electric power, and road;
- C. Uncertainties of weather, river stages, tides, or similar physical conditions at the Unit;
- D. The confirmation and conditions of the ground;
- E. Seasonal conditions that may affect the timing and use of materials needed for the Work; and
- F. The character of equipment and facilities needed to complete the Work.

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

Bid Submission

1-03 Offer to Contract

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

1-05 Bid Contents

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

1-07 Withdrawal of Bid

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

1-08 Rejection of Bids

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

Bid and Performance and Damage Deposit

1-09 Bid Deposit

A bid deposit of ONE THOUSAND DOLLARS (\$1,000) is required. This deposit assures the Department that the bidder will accept award of any items on which the bidder is the lowest responsible bidder. In the event the bidder

rejects award of **any item**, the bidder will forfeit the bid deposit. The bid deposit must be in the form of certified check made payable to the Washington State Department of Natural Resources and include a reference to the bid/contract number. The bid deposit must be delivered to the Department's Region Office with the delivery of the bid (Clauses 1-03 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 cashier check made payable to "Washington State Department of Natural Resources", irrevocable letter of credit, or a savings account assignment. This deposit guarantees performance of this Contract and payment of damages caused by operations during the performance of this Contract or resulting from Contractor's noncompliance with any contract provisions or the law. In the event the Department needs to utilize the deposit, Contractor shall replace the portion(s) by the due date indicated on the written notification from DNR.

Award of Contract

1-11 Lowest Responsible Bidder

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

1-12 Award Letter

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

1-13 Conditions on Award

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

1-14 Contract Modification or Cancellation

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

SECTION II-A: GENERAL PROVISIONS

Legal Responsibilities

2-01 Compliance with all Laws

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

2-02 Licenses and Permits

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

2-03 Indemnification and Hold Harmless

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

2-04 Insurance

Before commencing Work, the Contractor shall obtain and keep during the term of this Contract the following liability insurance policies, insuring Contractor against liability arising out of its operations, including use of vehicles. Failure to buy and maintain the required insurance may result in termination of the Contract. The limits of insurance, which may be increased by the Department as deemed necessary, shall not be less than as follows:

- A. **Commercial General Liability (CGL) insurance**, with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the general aggregate limits shall be at least twice the "each occurrence" limit, and the products-completed operations aggregate limit shall be at least twice the "each occurrence" limit.
- B. **Employer's liability ("Stop Gap") insurance**, and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- C. **Business Auto Policy (BAP) insurance**, and if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 per accident, with such insurance covering liability arising out of "Any Auto."

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

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

policies.

Before using any rights granted herein, Contractor shall furnish the Department with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified above. Certificate(s) must reference the Contract number 1421 in the time required by Clause 1-13.

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

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

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

2-05 Safety Compliance

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

- A. During the Contract performance, Contractor shall protect the lives and health of employees performing the Work and other persons who may be affected by the Work and prevent damage to property at the Unit and adjacent property. Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property; shall protect from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- B. In an emergency affecting the safety or life of employees or adjoining property, Contractor is permitted to act to prevent threatened loss or injury. Within 24 hours of any emergency, Contractor shall notify the Compliance Forester. If directed by the Compliance Forester, within five (5) business days of any emergency, Contractor shall prepare an incident report and submit it to the Department's Region manager within five (5) business days following an emergency if directed to do so by the Compliance Forester.

2-06 Venue

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

2-07 Dispute Resolution

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

- A. Any concerns or disputes which the Contractor has relating to this Contract shall first be brought to the attention of the Compliance Forester.
- B. If the Compliance Forester is unable to resolve the dispute to the Contractor's satisfaction, the Contractor will notify the Contract Manager in writing, with specificity, of his dispute. The Contract Manager will provide a written response within ten (10) business days.
- C. If the Contractor is not satisfied with the Contract Manager's response, he will notify the Region Manager in writing of his dispute. The Region Manager will review and set a meeting with the Contractor within fifteen (15) business days, unless the Contractor agrees to a longer period. After the meeting, the Region Manager will provide a written response.

Subcontracting

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

Nondiscrimination

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

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

Contract Work Procedure

2-11 Pre-Work Conference

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

2-12 Purpose of the Pre-Work Conference

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

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

2-13 Work Delay

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

2-14 Non-conformances with Work Schedule

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

2-15 Work Days

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

2-16 Breach of Contract

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

Fire Responsibility

2-17 Washington State Forest Fire Protection Requirements

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

[Revised Code of Washington Chapter 76.04](#)

2-18 Inspection

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

2-19 Spark Arresters

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

[NWCG approved spark arresstor lists.](#)

2-20 Open Fires

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

Merchantable Products

2-21 Prohibition from Removal

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

Garbage

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

Camping

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

Section II-Division II- Specifications for the Activity

2-24 Unit Descriptions in Sections III

If specific requirements of Section III conflict with the Unit Descriptions in this section of the Contract, the specific requirements of Section III prevail. Otherwise, this Section controls contractual activities.

2-26 Contractor responsibilities

Contractor is responsible for initiating, maintaining, and supervising all safety precautions, and ensuring that workspaces and materials meet the following requirements in connection with the performance of the work.

- A. In carrying out its responsibilities according to the Contract Documents, Contractor shall protect the lives and health of employees performing the Work and other persons who may be affected by the Work; prevent damage to materials, supplies, and equipment whether on site or stored off-site; and prevent damage to other property at the site or adjacent thereto. 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 or to protect them from damage or injury; shall erect and maintain all necessary safeguards for such safety and protection; and shall notify owners of adjacent property and utilities when prosecution of the Work may affect them.
- B. Contractor shall maintain an accurate record of exposure data on all incidents relating to the Work resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment. Contractor shall immediately report any such incident to Department. Department shall, at all times, have a right of access to all records of exposure.
- C. Contractor shall ensure that the use of herbicides authorized by this Contract in the performance of the Work shall be done in conformance with product labeling. If there is a conflict between product labeling and applicable environmental law, then the applicable law shall apply to Contractor's actions.
- D. Contractor shall provide all persons working on the Project Site with information and training on hazardous chemicals in their work at the time of their initial assignment, and whenever a new hazard is introduced into their work area.
 1. Information. At a minimum, Contractor shall inform persons working on the Project Site of:
 - a. The requirements of Chapter 296-62 WAC, General Occupational Health Standards;
 - b. Any operations in their work area where hazardous chemicals are present; and
 - c. The location and availability of written hazard communication programs, including the required list(s) of hazardous chemicals and material safety data sheets required by Chapter 296-62 WAC.
 2. Training. At a minimum, Contractor shall provide training for persons working on the Project site which includes:
 - a. Methods and observations that may be used to detect the presence or release of a hazardous chemical in the work area (such as monitoring conducted by the employer, continuous monitoring devices, visual appearance of odor of hazardous chemicals when being released, etc.);
 - b. The physical and health hazards of the chemicals in the work area and the appropriate methods for the use of herbicide chemicals used to perform the Work;
 - c. The measures such persons can take to protect themselves from these hazards including specific procedures Contractor, or its Subcontractors, or others have implemented to protect those on the Project Site from exposure to hazardous chemicals, such as appropriate work practices, emergency procedures, and personal protective equipment to be used; and
 - d. The details of the hazard communications program developed by Contractor, or its Subcontractors, including an explanation of the labeling system and the material safety data sheet, and how employees can obtain and use the appropriate hazard information.
 - e. Except as otherwise authorized by this Contract to carry out the Work, Contractor's responsibility for hazardous, toxic, or harmful substances shall include the following duties:

- i. Contractor shall not keep, use, dispose, transport, generate, or sell on or about the Project Site, any substances now or hereafter designated as, or which are subject to regulation as, hazardous, toxic, dangerous, or harmful by any federal, state, or local law, regulation, statute or ordinance (hereinafter collectively referred to as "hazardous substances"), in violation of any such law, regulation, statute, or ordinance.
 - ii. Contractor shall promptly notify Department of all spills or releases of any hazardous substances which are otherwise required to be reported to any regulatory agency and pay the cost of cleanup. Contractor shall promptly notify Department of all failures to comply with any federal, state, or local law, regulation, or ordinance; all inspections of the Project Site by any regulatory entity concerning the same; all regulatory orders or fines; and all responses or interim cleanup actions taken by or proposed to be taken by any government entity or private party on the Project Site.
- f. All work shall be performed with due regard for the safety of the public. Contractor shall perform the Work as to cause a minimum of interruption of vehicular traffic or inconvenience to pedestrians. All arrangements to care for such traffic shall be Contractor's responsibilities. All expenses involved in the maintenance of traffic by way of detours shall be borne by Contractor.

In an emergency affecting the safety of life or the Work or of adjoining property, Contractor is permitted to act, at its discretion, to prevent such threatened loss or injury, and Contractor shall so act if so authorized or instructed. Within twenty-four (24) hours of any such emergency, Contractor shall notify the Compliance Forester. Within five (5) days of any such emergency, an incident report shall be prepared by Contractor and submitted to the Department's Region Manager.

3-10 Unit Description

The Unit Description details the characteristics and specific work requirements for each unit. 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 Obligations

In addition to the other requirements set forth in this Contract, the Contractor shall be responsible for the following:

- A. To provide all approved herbicides for the Work and carrier as specified in the Unit Description(s).
- B. 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 Department.
- C. Upon request, to provide a sample of the herbicide solution being applied as treatment.
- D. To keep records of each day's application work, including the specific location of areas treated with herbicide and the method of placement. 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.
- E. To bear all costs of operation not specifically furnished by the Department.
- F. To provide a licensed Commercial Operator or Applicator on the work site when herbicide is being applied.
- G. To provide all workers adequate crew supervision and serviceable equipment to satisfactorily accomplish treatment of acres described in the Unit Description.

- H. To furnish all safety equipment.
- I. To mix and apply herbicide on site as per the Unit Description(s).
- J. To keep herbicide from contacting conifer trees.
- K. To identify treatment strips, spots, stems, or clumps with semi-permanent marker as specified in Pre-Work Conference.
- L. To properly dispose of all herbicide solutions, residues and empty containers in accordance with applicable laws.
- M. To cease operations when local industry standards indicate herbicide treatment may be ineffective or pose an unacceptable risk of noncompliance with applicable laws pertaining to the application of herbicides due to environmental conditions, such as:
 - 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 Compliance Forester determines spray conditions are unsuitable.
- N. To refrain from applying herbicide to Department designated buffer area.
- O. Any debris or soil deposited in ditches, culverts, or roadways shall be removed immediately.
- P. Activities that will result in excessive deterioration of ditches, culverts, or roadways shall be avoided

3-22 Department of Natural Resources Obligations

The Department shall be responsible for providing a Compliance Forester to acquaint the Contractor with the unit(s) and to conduct periodic field inspections, provided that the Compliance Forester shall not limit Contractor's performance of the Work or limit Contractor's liability for its actions under this Contract.

SECTION II, Division III – Compliance Inspection and

Payments

4-41 Boundaries

Boundaries as designated under Clause 2-24, and defined in detail on the attached Unit Description, 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.

4-42 Contract Compliance Inspection

Inspection of work performed and payment for work performed will be based on acreage completed.

- A. Using specifications contained in Section 3-20 and in the Unit Description the Department will inspect and determine if work performed is satisfactory.
- B. 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.
- C. 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.

4-46 Payments

Payments will issued after compliance inspections (clause 4-42) have been completed. Payments will be made using the following criteria to determine rates and schedules:

- A. The DNR shall make progress payments, in such amounts as Department determines are properly due in accordance with the Progress Schedule. 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 2-12) and will be set forth in the Progress Schedule which shall become a part of this Contract once approved by the Department. 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. In addition to the prerequisites for payment otherwise contained in this Contract, the Department will retain up to five percent (5%) of any payment due until all Work is completed and the Contractor provides the Department with a Department of Labor and Industries-certified Affidavit of Wages Paid for all Work and a determination from the Employment Security Department that no employment security taxes are due.
- B. 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 2-22.B) shall sign the Contractor's Billing Invoice and Compliance Report after completion of each such "sub-unit" being submitted for payment. The Department will then make payment recommendations for the invoice and forward the Contractor's Billing Invoice and Compliance Report to the Department's Region office for processing.
- C. The Contractor or contract representative (Clause 2-22.B) and the Compliance Forester shall sign the Contractor's Billing Invoice and Compliance Report form at the conclusion of work on each unit. Final payment will not be made to the Contractor unless the Contractor's Billing Invoice and Compliance Report form are signed by the Contractor or contract representative and the Compliance Forester, and "final" payment is designated thereon.

- D. 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.
- E. Five percent (5%) of all payments due Contractors who employ workers shall be retained by the Department as security for the Department of Labor and Industries industrial insurance premiums owed for their workers. Upon determination that the Contractor has met all financial obligations for industrial insurance premiums related to this Contract, the 5% retainage will be returned to the Contractor. The Department will return this retainage approximately 45 days following close of the quarter in which the Work was completed. However, if the Contractor notifies the Department in writing that it has paid all Labor and Industries premiums associated with this Contract, the Department will, upon determination that the Contractor has met all financial obligations for industrial insurance premiums related to this Contract, work diligently to return the retainage as soon as practical.
- F. Department may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any payment to such extent as may be necessary to protect Department from loss or damage for reasons including but not limited to:
1. Work not in accordance with the Contract Documents;
 2. Reasonable evidence that the Work required by the Contract Documents cannot be completed for the unpaid balance of the Contract Sum;
 3. Work by Department to correct defective Work or complete the Work;
 4. Failure to perform in accordance with the Contract Documents; or
 5. Cost or liability that may occur to Department as the result of Contractor's fault or negligent acts or omissions.

SECTION III

**Conifer Release/Ground Herbicide - Big Leaf Maple (BLM)
Unit Description for Contract 1421**

| UNIT NUMBER | WORK AREA | FMU NAME | ACRES | Special Requirements | | | | | | General Information | | | COMMENTS |
|----------------------|----------------|----------------------|-------|----------------------|----------------------|--|----------------------|----------|-------------------|---------------------|----------|--------------|--|
| | | | | ACTIVE INGREDIENT | AI CONCENTRATION | MIX RATIO | CARRIER | DYE | MINIMUM CREW SIZE | ELEVATION | GATE? | Key # | |
| SP-1 | Marckworth | Daisy Jane U3 | 14 | Triclopyr | 4.0 lbs/gal or 61.6% | 50% Triclopyr and 50% basal oil per solution | Petroleum Substitute | Required | 5 | 680-1010' | Yes | Combo #2012 | |
| SP-2 | Marckworth | Daisy Jane U5 | 39 | Triclopyr | 4.0 lbs/gal or 61.6% | 50% Triclopyr and 50% basal oil per solution | Petroleum Substitute | Required | 5 | 1262-1546' | Yes | Combo #2012 | |
| SP-3 | Marckworth | Soggy Bottom | 79 | Triclopyr | 4.0 lbs/gal or 61.6% | 50% Triclopyr and 50% basal oil per solution | Petroleum Substitute | Required | 5 | 1135-1606' | Yes | Combo #2012 | |
| SP-4 | Tiger Mtn. | Booyah | 60 | Triclopyr | 4.0 lbs/gal or 61.6% | 50% Triclopyr and 50% basal oil per solution | Petroleum Substitute | Required | 5 | 1237-1558' | Yes | Combo #2012 | Accessed from westbound lane of Hwy. 18. |
| SP-5 | Tiger Mtn. | Rag Road U3 | 18 | Triclopyr | 4.0 lbs/gal or 61.6% | 50% Triclopyr and 50% basal oil per solution | Petroleum Substitute | Required | 5 | 719-1070' | Yes | Combo #2012 | Accessed from westbound lane of Hwy. 18. |
| SP-6 | Raging River | Rag Road U1 | 49 | Triclopyr | 4.0 lbs/gal or 61.6% | 50% Triclopyr and 50% basal oil per solution | Petroleum Substitute | Required | 5 | 665-888' | Yes | Combo #2012 | Walk-in required. |
| SP-7 | Raging River | Rag Road U2 | 27 | Triclopyr | 4.0 lbs/gal or 61.6% | 50% Triclopyr and 50% basal oil per solution | Petroleum Substitute | Required | 5 | 600-922' | Yes | Combo #2012 | |
| SP-8 | Raging River | Poco U1 | 95 | Triclopyr | 4.0 lbs/gal or 61.6% | 50% Triclopyr and 50% basal oil per solution | Petroleum Substitute | Required | 5 | 610-978' | Yes | See Comments | Bidders are required to check in and out with security at Echo Glen Children Center. Walk-in abandoned road. |
| SP-9 | Raging River | Poco U2 | 55 | Triclopyr | 4.0 lbs/gal or 61.6% | 50% Triclopyr and 50% basal oil per solution | Petroleum Substitute | Required | 5 | 749-972' | Yes | See Comments | Bidders are required to check in and out with security at Echo Glen Children Center. |
| SP-10 | McDonald Ridge | Hooligan Hardwood U1 | 95 | Triclopyr | 4.0 lbs/gal or 61.6% | 50% Triclopyr and 50% basal oil per solution | Petroleum Substitute | Required | 5 | 1966-2711' | Yes | Combo #2012 | Gate access off of SE Courtney Road, near the intersection with SE Kanasket-Kangley RD. |
| SP-11 | Green Mtn. | Sparrow U3 | 23 | Triclopyr | 4.0 lbs/gal or 61.6% | 50% Triclopyr and 50% basal oil per solution | Petroleum Substitute | Required | 5 | 609-1047' | Yes (2x) | 786 | Gates are accessed off of Holly RD on County Pit RD. |
| SP-12 | Belfair | Woodstone U2 | 23 | Triclopyr | 4.0 lbs/gal or 61.6% | 50% Triclopyr and 50% basal oil per solution | Petroleum Substitute | Required | 5 | 226-309' | Yes | See Comments | Walk-in required during viewing. Key will be issued during pre-work for access during application. |
| Total Acres for Item | | | 577 | | | | | | | | | | |

Contract period is from Monday, April 15, 2013 to Thursday, May 9, 2013.

Current substitutions for triclopyr products allowed are: (Forestry) Garlon 4 (62719-40), Element 4 (62719-40), Tahoe 4E (228-517) and Alligare Triclopyr 4 (81927-11). Current substitutions for carriers allowed are: Web Oil (Wilbur-Ellis), Brush and Basal Oil (Helena), and Forest Crop Oil (Loveland).

Minimum crew size refers to number of herbicide applicators and not include crew foremen.

Treatment Rates and Techniques: (Thinline) Apply herbicide with a backpack sprayer in a thin stream to all sides of the bigleaf maple stems approximately 6" above the stem origin. The stream should be directed horizontally to produce a narrow band of herbicide around each stem. Stems over 1.5" in diameter should have complete circular coverage. Applicator's equipment and application method must be in compliance with herbicide labels and Department of Agriculture regulations. Avoid contact with conifers. Do not apply treatment when raining or stem surfaces are frozen. Herbicide dye must be compatible with petroleum substitute carrier and should be mixed at 2.5 ounces per gal of herbicide/oil solution (see Contract Clause 3-21.02). No water is included as part of the carrier. Herbicide must be mixed on site in the presence of the DNR compliance forester unless otherwise approved in writing.

See attached maps for boundary descriptions.

Unit Map

Conifer Release Ground Herbicide

Invitation to Bid Number: 1421

Region: *South Puget Sound*

Unit: *Snoqualmie*

Trust: *1*

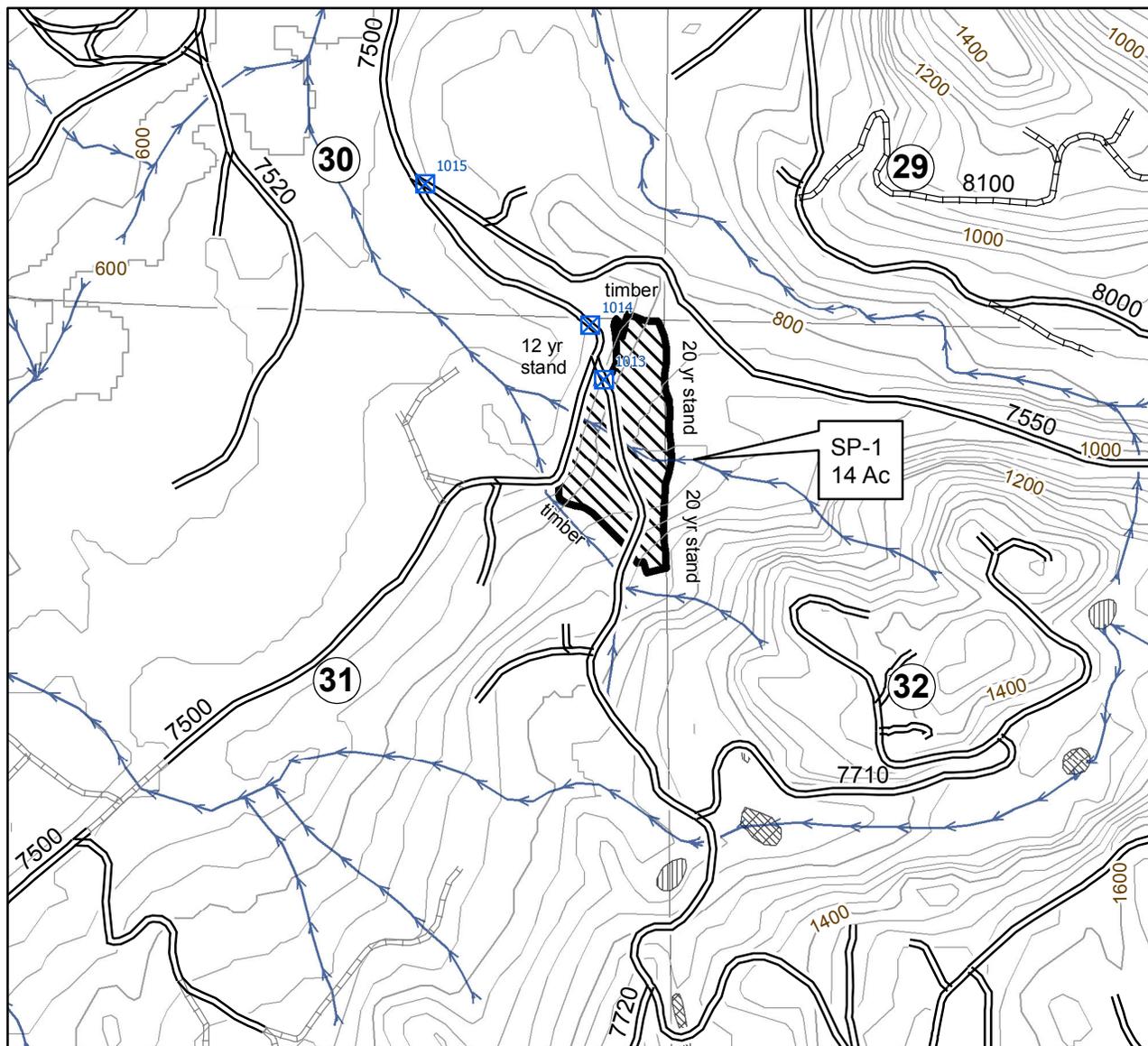
County: *Snohomish* Section: *31*

Township: *27 North* Range: *8 East* W.M.

Unit Name: *Daisy Jane TSU 3*

Unit Number: *SP-1*

Approximate Scale 1" = 1000'



Vicinity Map, see Marckworth State Forest

Legend

- | | |
|--|---|
|  Treatment Area |  Streams |
|  Non-Driveable Road |  Lakes and Ponds |
|  All-Weather Access Road |  Wetlands |
|  Old Railroad Grade |  40 ft. Contours |
|  Abandoned Road |  Gates |
|  Recreation Trail |  Other Road Barriers |



Due to changing ownership status and reliance on outside information, the Department of Natural Resources cannot accept responsibility for errors or omissions. Therefore, no warranties accompany this material.

Unit Map

Conifer Release Ground Herbicide

Invitation to Bid Number: 1421

Region: *South Puget Sound*

Unit: *Snoqualmie*

Trust: *1*

County: *King*

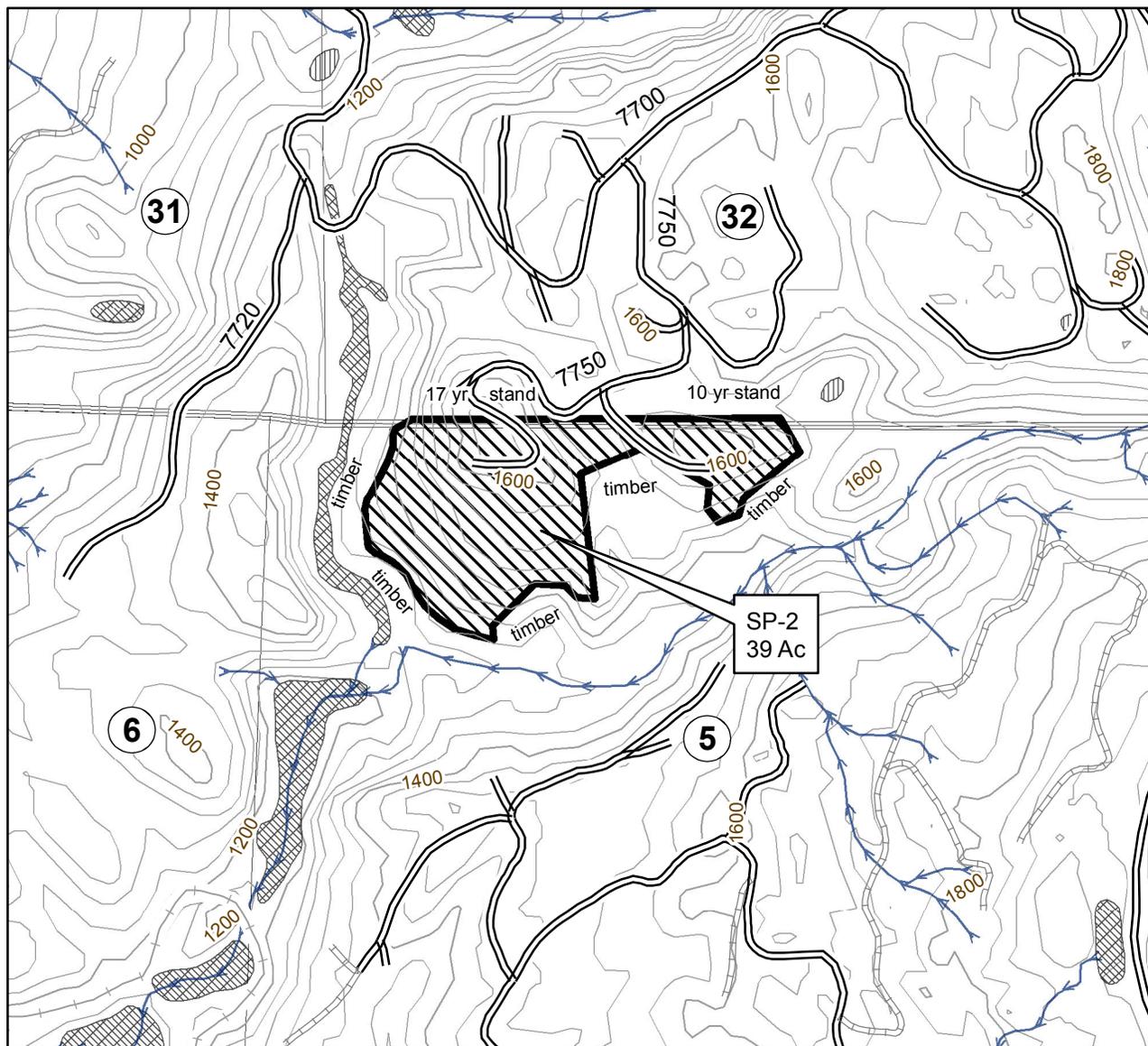
Section: *5*

Township: *26 North* Range: *8 East* W.M.

Unit Name: *Daisy Jane TSU 5*

Unit Number: *SP-2*

Approximate Scale 1" = 1000'



Legend

- | | |
|-------------------------|---------------------|
| Treatment Area | Streams |
| Non-Driveable Road | Lakes and Ponds |
| All-Weather Access Road | Wetlands |
| Old Railroad Grade | 40 ft. Contours |
| Abandoned Road | Gates |
| Recreation Trail | Other Road Barriers |

Vicinity Map, see Marckworth State Forest



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Unit Map

Conifer Release Ground Herbicide

Invitation to Bid Number: 1421

Region: *South Puget Sound*

Unit: *Snoqualmie*

Trust: 1,8

County: *King*

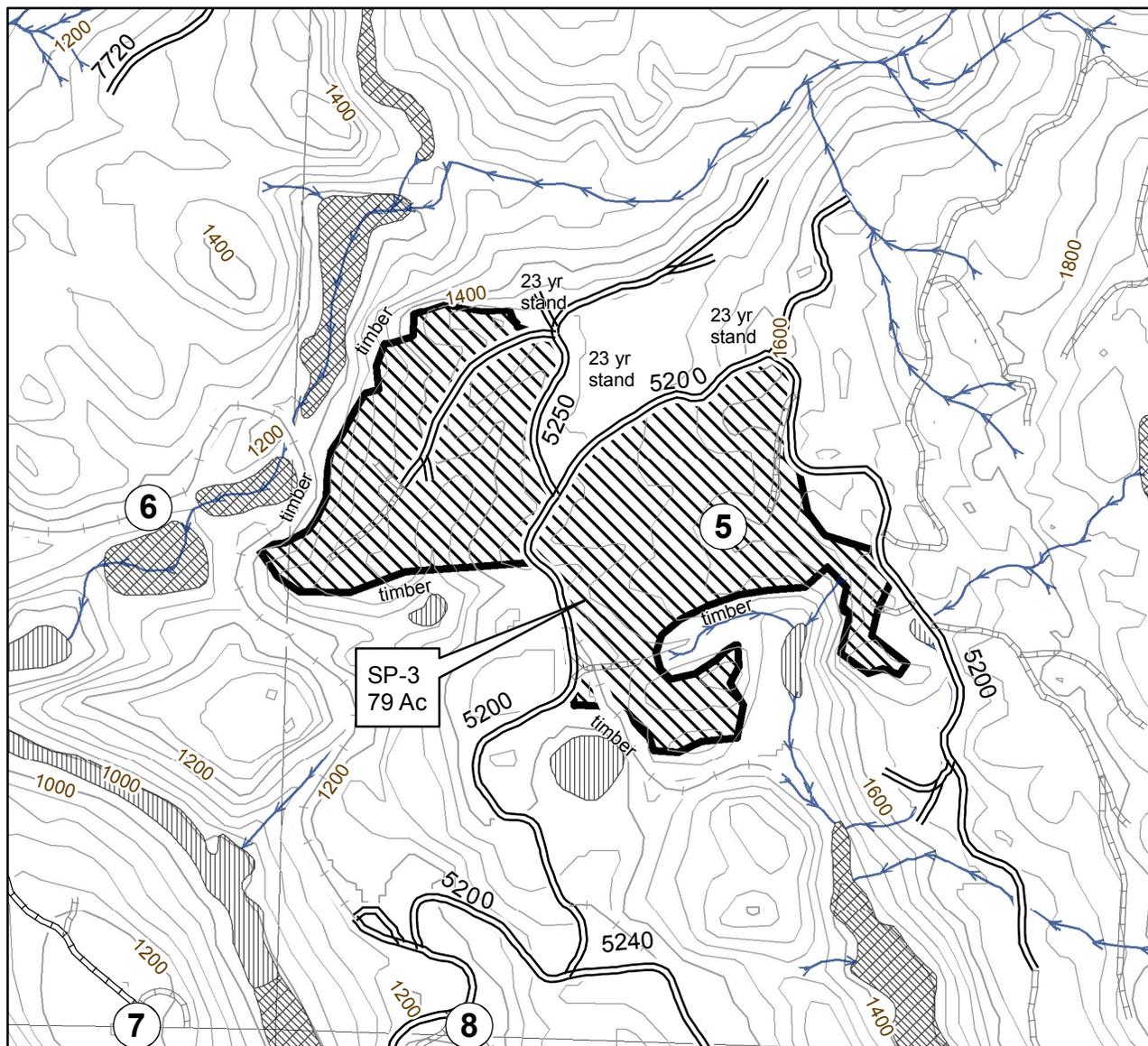
Section: 5,6

Township: 26 North Range: 8 East W.M.

Unit Name: *Soggy Bottom*

Unit Number: *SP-3*

Approximate Scale 1" = 1000'



Legend

- | | |
|--|---|
|  Treatment Area |  Streams |
|  Non-Driveable Road |  Lakes and Ponds |
|  All-Weather Access Road |  Wetlands |
|  Old Railroad Grade |  40 ft. Contours |
|  Abandoned Road |  Gates |
|  Recreation Trail |  Other Road Barriers |

Vicinity Map, see Marckworth State Forest

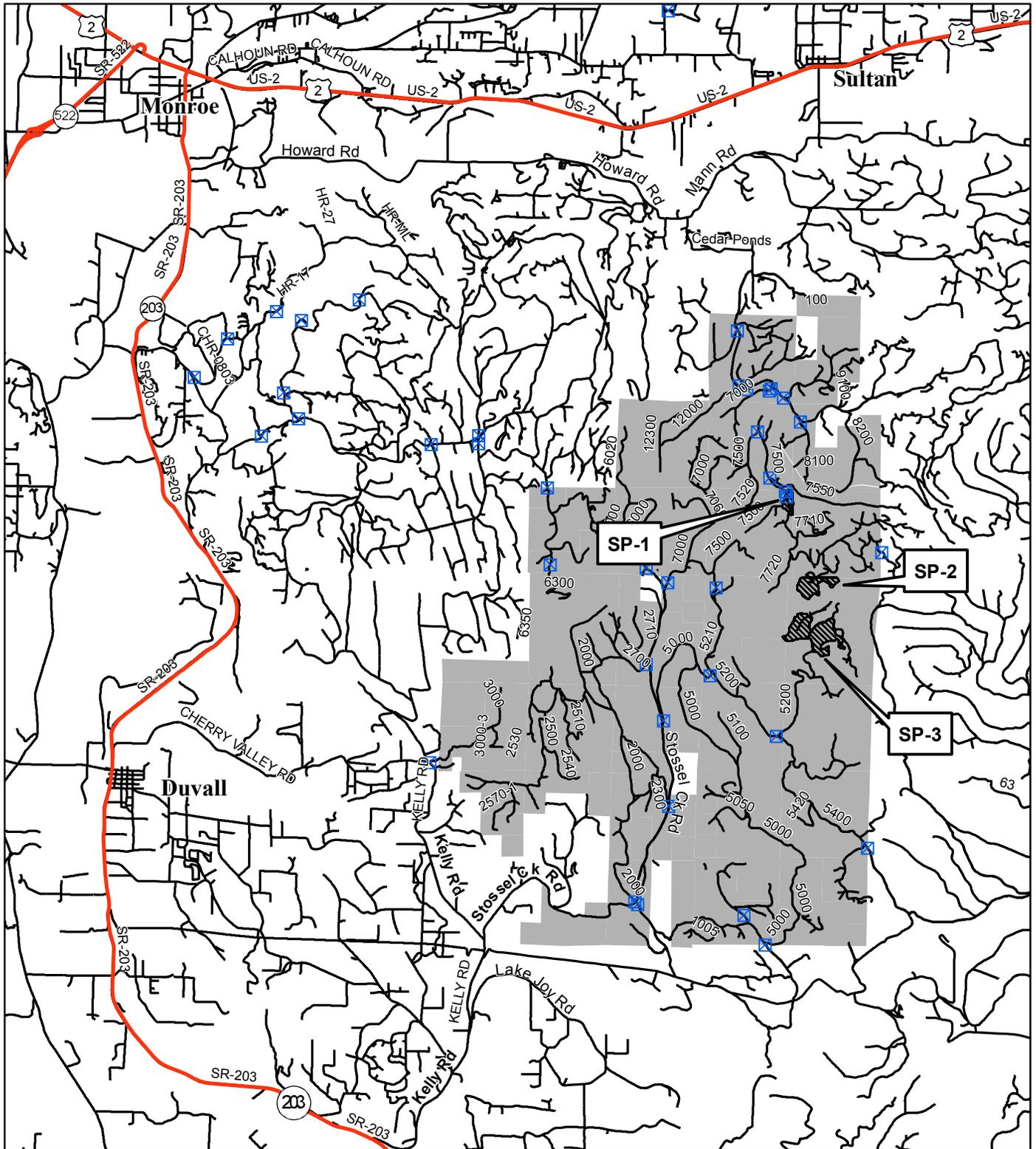


Due to changing ownership status and reliance on outside information, the Department of Natural Resources cannot accept responsibility for errors or omissions. Therefore, no warranties accompany this material.

Marckworth State Forest Vicinity Map

Conifer Release Ground Herbicide

Invitation to Bid Number: 1421



Legend

-  Treatment Area
-  DNR Managed Lands



Unit Map

Conifer Release Ground Herbicide

Invitation to Bid Number: 1421

Region: *South Puget Sound*

Unit: *Snoqualmie*

Trust: 1

County: *King*

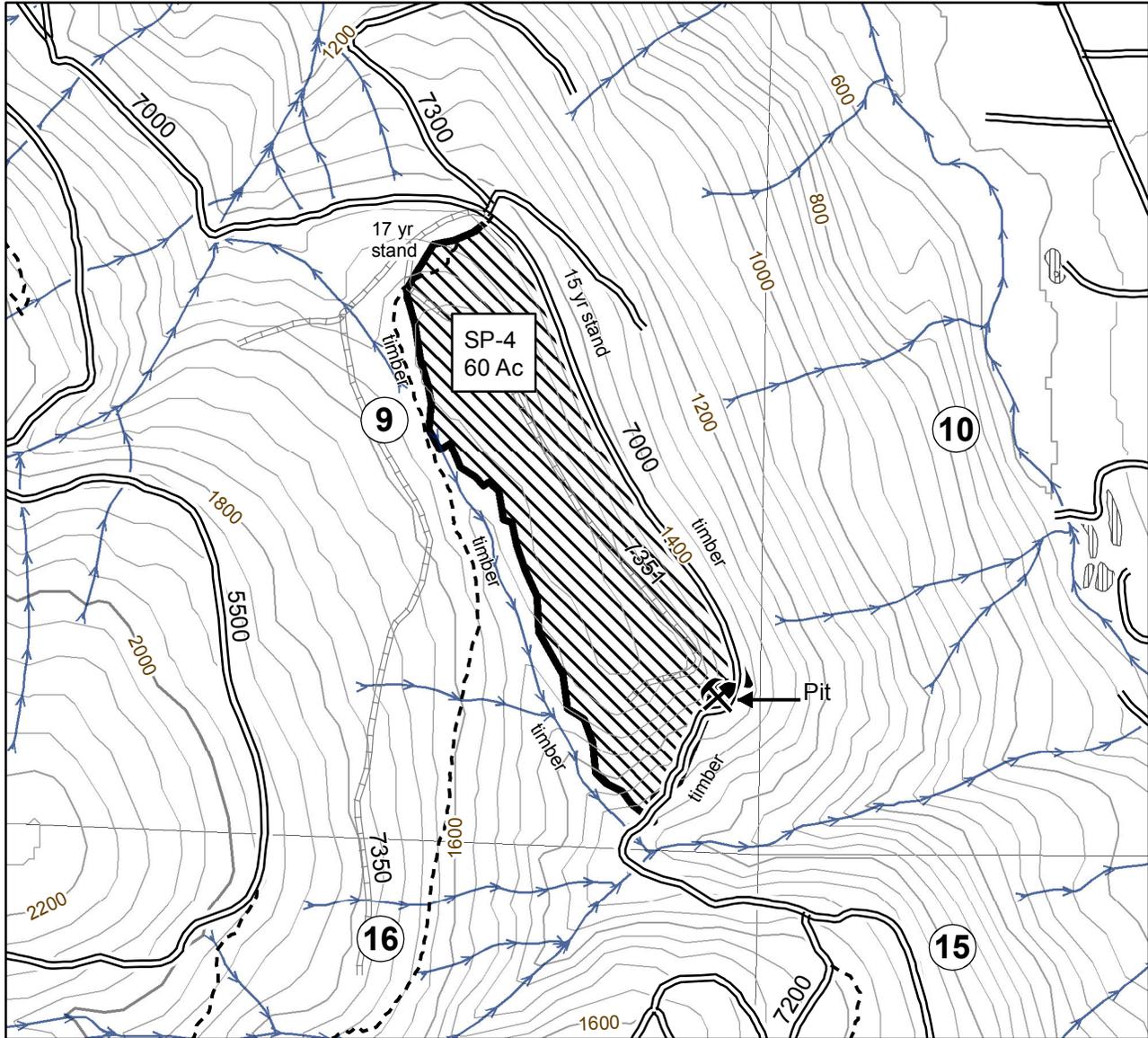
Section: 9

Township: *23 North* Range: *7 East* W.M.

Unit Name: *Booyah*

Unit Number: *SP-4*

Approximate Scale 1" = 1000'



Legend

- | | |
|--|---|
|  Treatment Area |  Streams |
|  Non-Driveable Road |  Lakes and Ponds |
|  All-Weather Access Road |  Wetlands |
|  Old Railroad Grade |  40 ft. Contours |
|  Abandoned Road |  Gates |
|  Recreation Trail |  Other Road Barriers |

Vicinity Map, see Tiger Mountain State Forest



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Unit Map

Conifer Release Ground Herbicide

Invitation to Bid Number: 1421

Region: *South Puget Sound*

Unit: *Snoqualmie*

Trust: 1

County: *King*

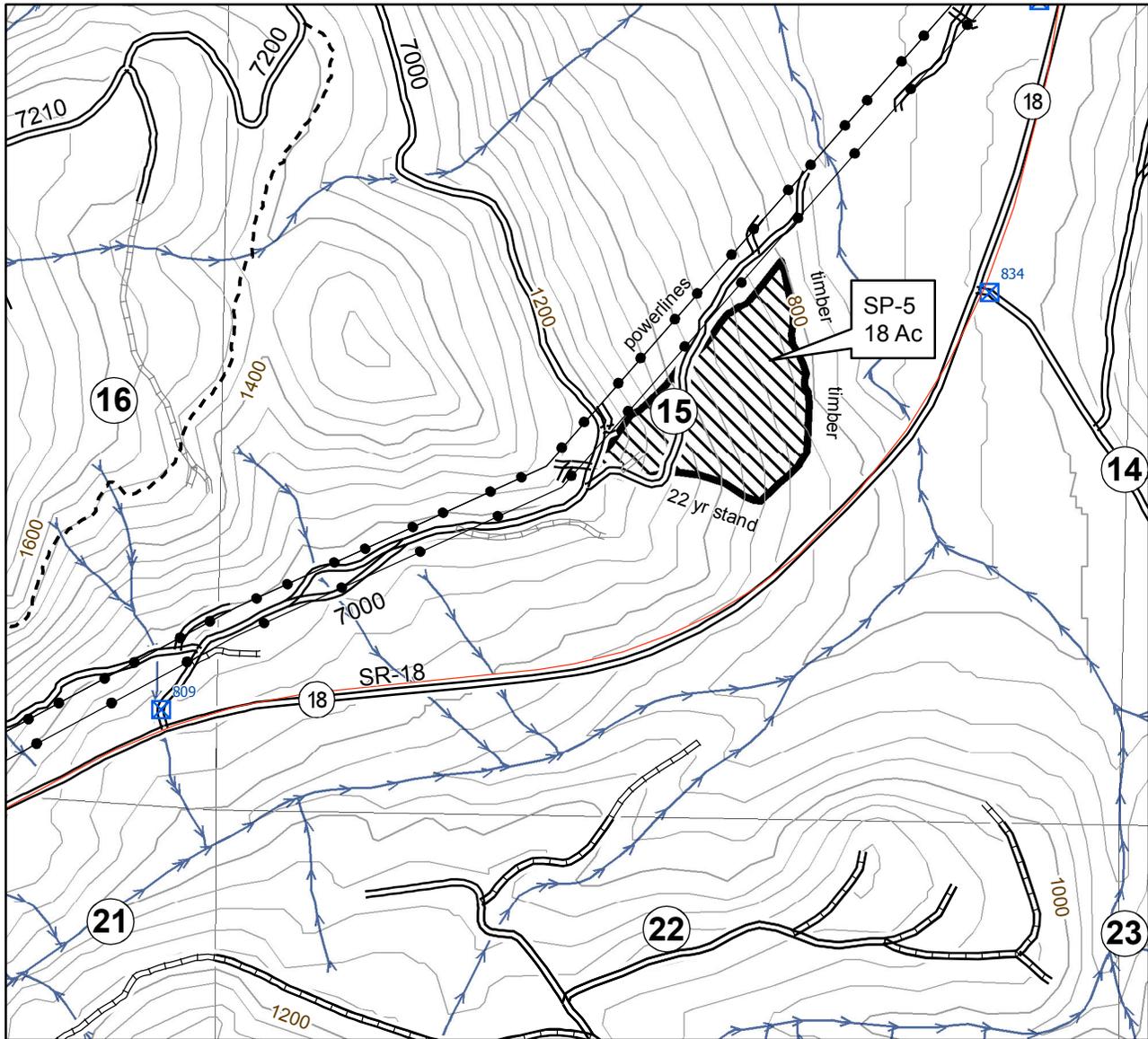
Section: 15

Township: *23 North* Range: *7 East* W.M.

Unit Name: *Rag Road TSU3*

Unit Number: *SP-5*

Approximate Scale 1" = 1000'



Legend

- | | |
|-------------------------|---------------------|
| Treatment Area | Streams |
| Non-Driveable Road | Lakes and Ponds |
| All-Weather Access Road | Wetlands |
| Old Railroad Grade | 40 ft. Contours |
| Abandoned Road | Gates |
| Recreation Trail | Other Road Barriers |

Vicinity Map, see Tiger Mountain State Forest



Due to changing ownership status and reliance on outside information, the Department of Natural Resources cannot accept responsibility for errors or omissions. Therefore, no warranties accompany this material.

Unit Map

Conifer Release Ground Herbicide

Invitation to Bid Number: 1421

Region: *South Puget Sound*

Unit: *Snoqualmie*

Trust: *1*

County: *King*

Section: *3,10*

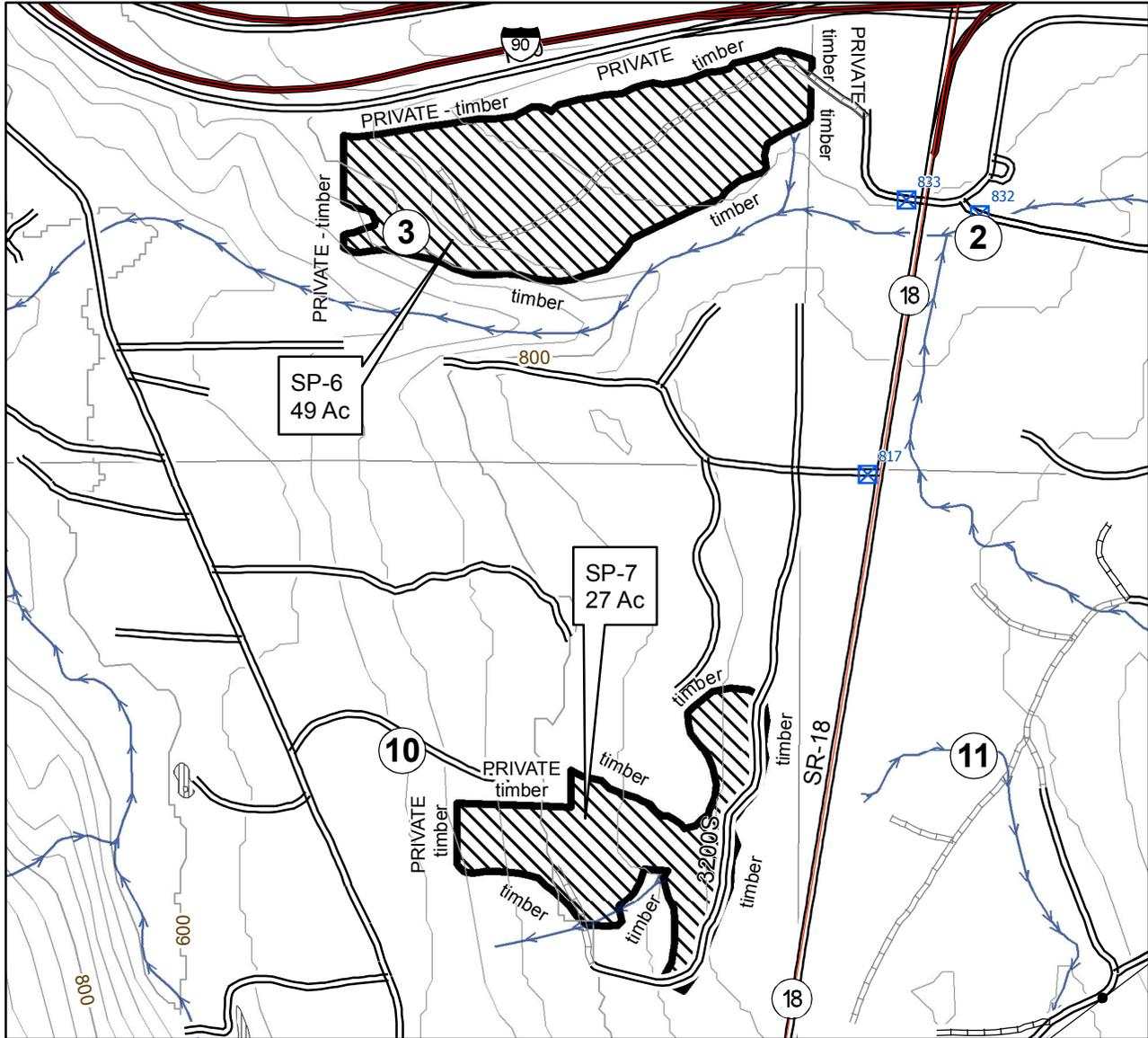
Township: *23 North* Range: *7 East*

W.M.

Unit Name: *Rag Road TSU 1 & 2*

Unit Number: *SP-6,7*

Approximate Scale 1" = 1000'



Legend

- | | |
|--|---|
|  Treatment Area |  Streams |
|  Non-Driveable Road |  Lakes and Ponds |
|  All-Weather Access Road |  Wetlands |
|  Old Railroad Grade |  40 ft. Contours |
|  Abandoned Road |  Gates |
|  Recreation Trail |  Other Road Barriers |

Vicinity Map, see Tiger Mountain State Forest



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Unit Map

Conifer Release Ground Herbicide

Invitation to Bid Number: 1421

Region: *South Puget Sound*

Unit: *Snoqualmie*

Trust: *1,3,6*

County: *King*

Section: *33,34*

3,4

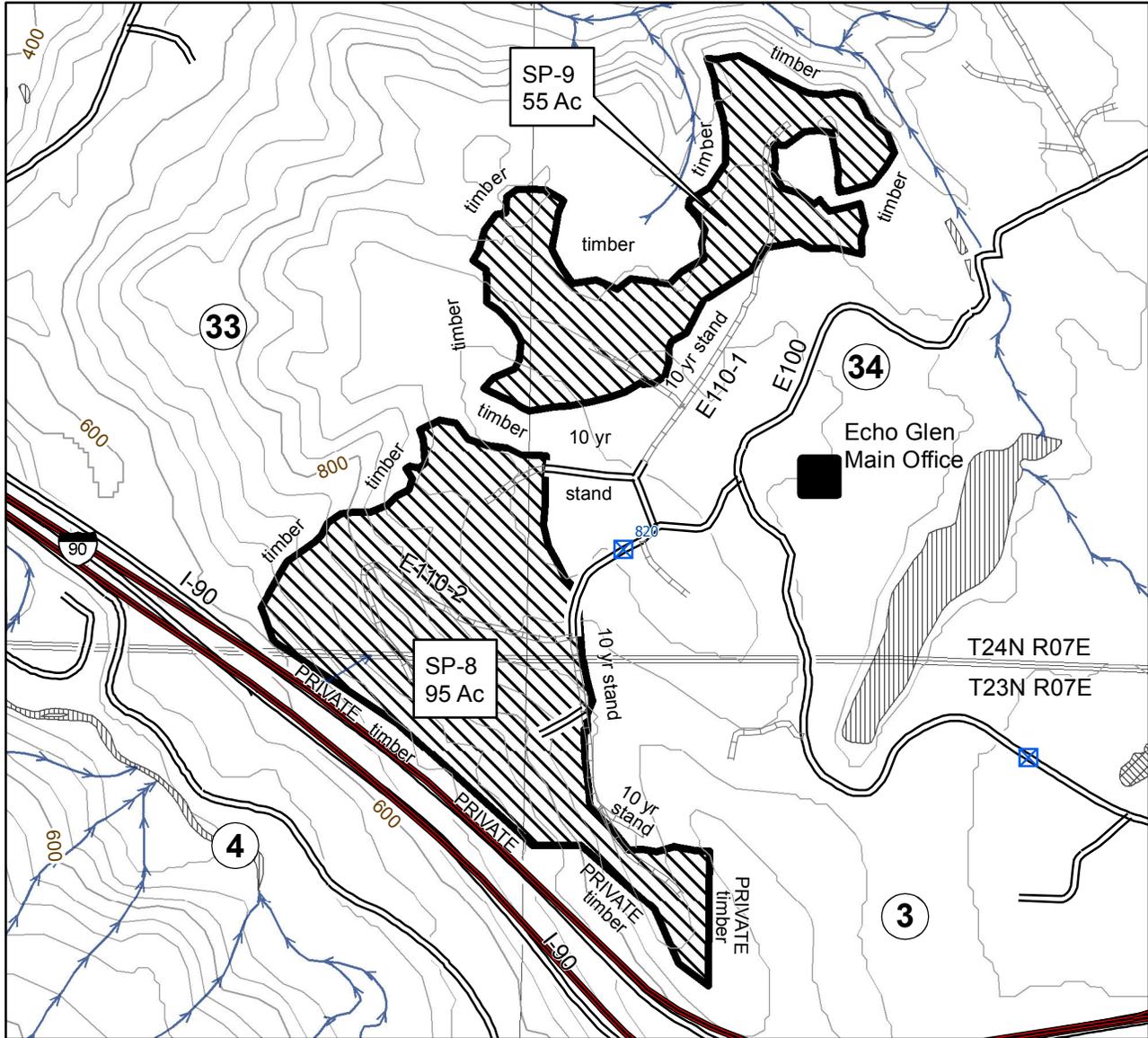
Township: *24 North*
23 North

Range: *7 East* W.M.

Unit Name: *Poco TSU 1&2*

Unit Number: *SP-8,9*

Approximate Scale 1" = 1000'



Legend

- | | |
|--|---|
|  Treatment Area |  Streams |
|  Non-Driveable Road |  Lakes and Ponds |
|  All-Weather Access Road |  Wetlands |
|  Old Railroad Grade |  40 ft. Contours |
|  Abandoned Road |  Gates |
|  Recreation Trail |  Other Road Barriers |

Vicinity Map, see Mitchell Hill Vicinity Map

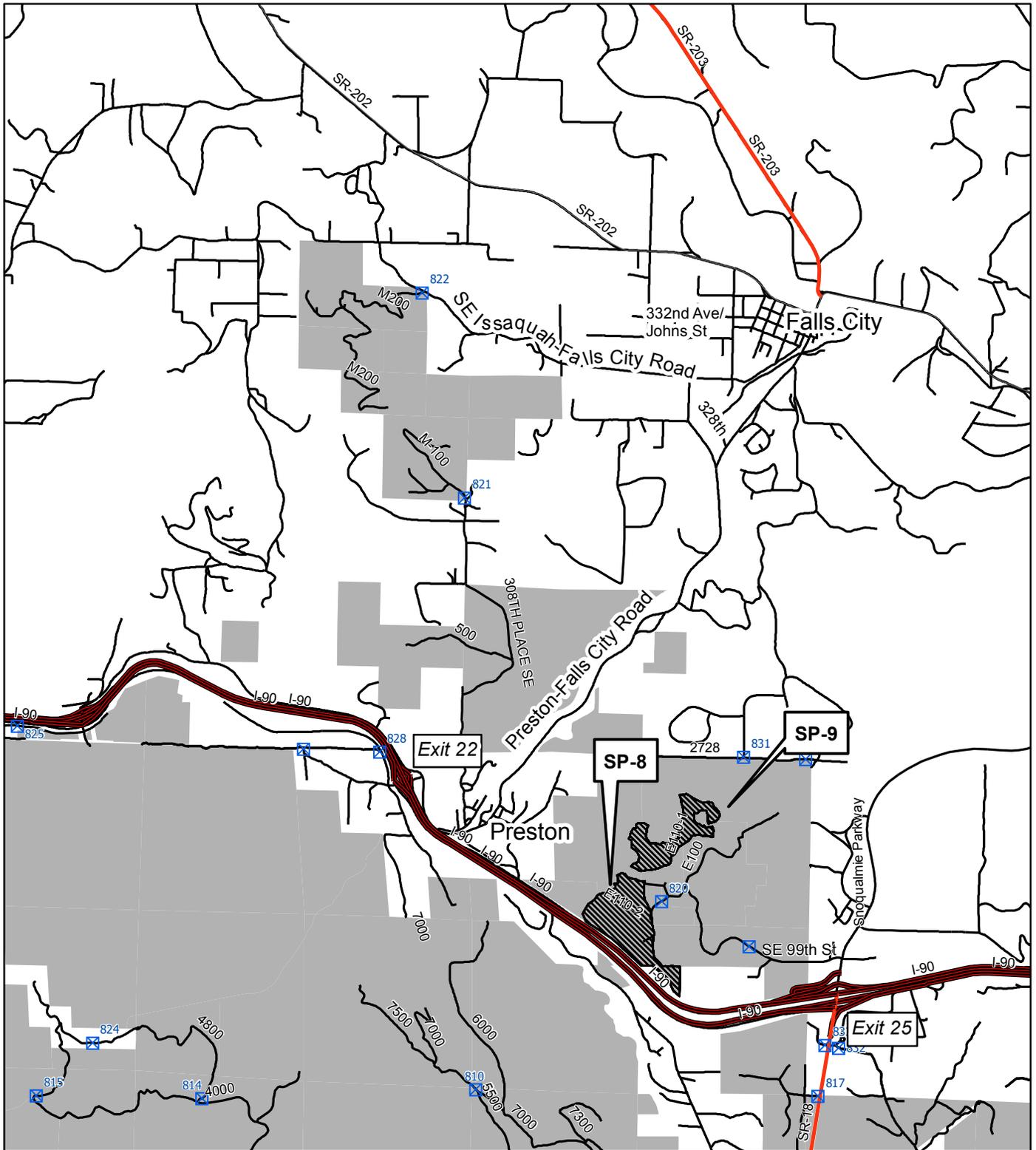


Due to changing ownership status and reliance on outside information, the Department of Natural Resources cannot accept responsibility for errors or omissions. Therefore, no warranties accompany this material.

Mitchell Hill Vicinity Map

Conifer Release Ground Herbicide

Invitation to Bid Number: 1421



Legend

-  Treatment Area
-  DNR Managed Lands



Unit Map

Conifer Release Ground Herbicide

Invitation to Bid Number: 1421

Region: *South Puget Sound*

Unit: *Black Diamond*

Trust: 3

County: *King*

Section: 1

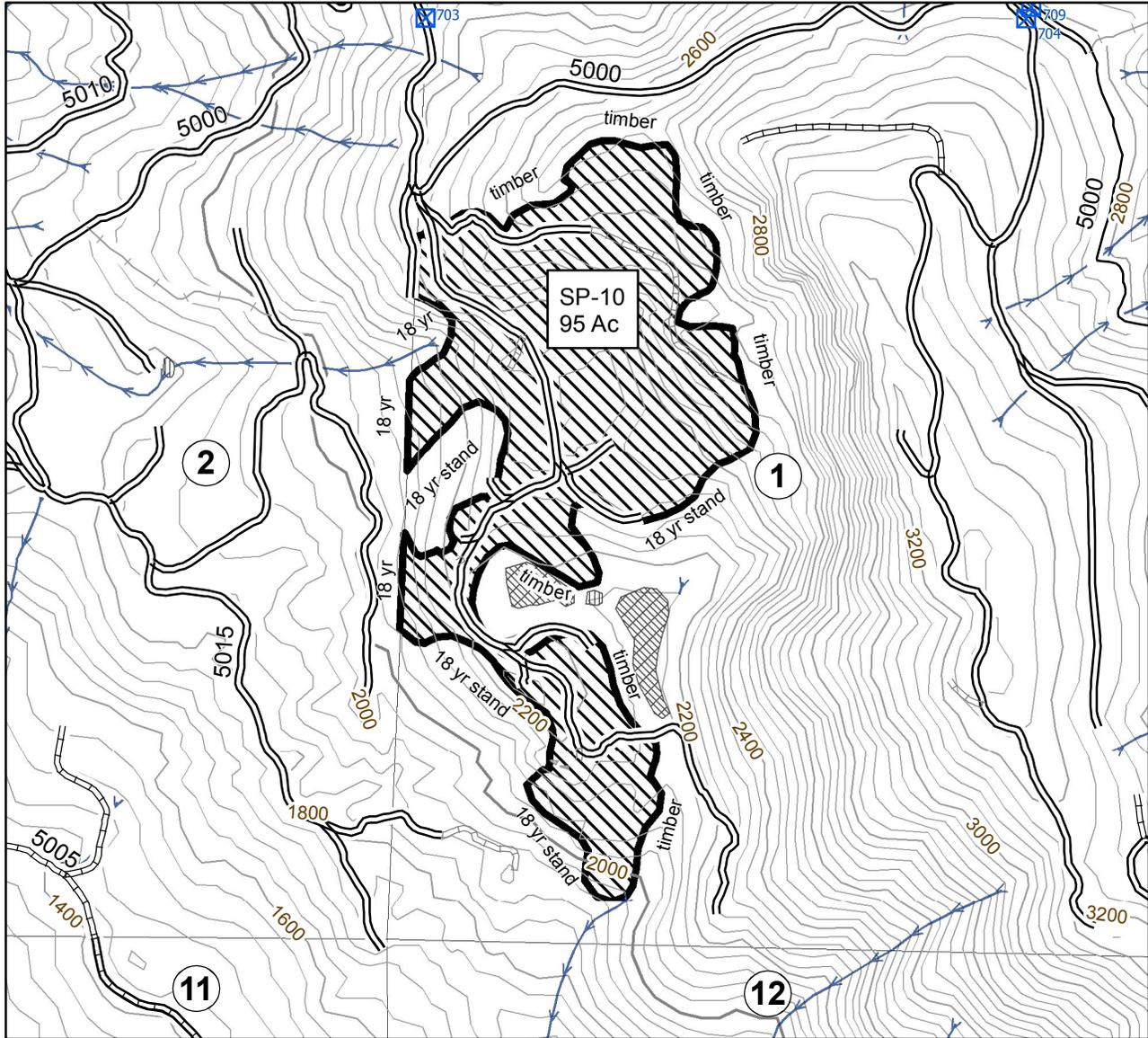
Township: *21 North* Range: *7 East*

W.M.

Unit Name: *Hooligan Hardwood TSU1*

Unit Number: *SP-10*

Approximate Scale 1" = 1000'



Vicinity Map, see McDonald Ridge/Grass Mountain Map

Legend

- | | |
|--|---|
|  Treatment Area |  Streams |
|  Non-Driveable Road |  Lakes and Ponds |
|  All-Weather Access Road |  Wetlands |
|  Old Railroad Grade |  40 ft. Contours |
|  Abandoned Road |  Gates |
|  Recreation Trail |  Other Road Barriers |

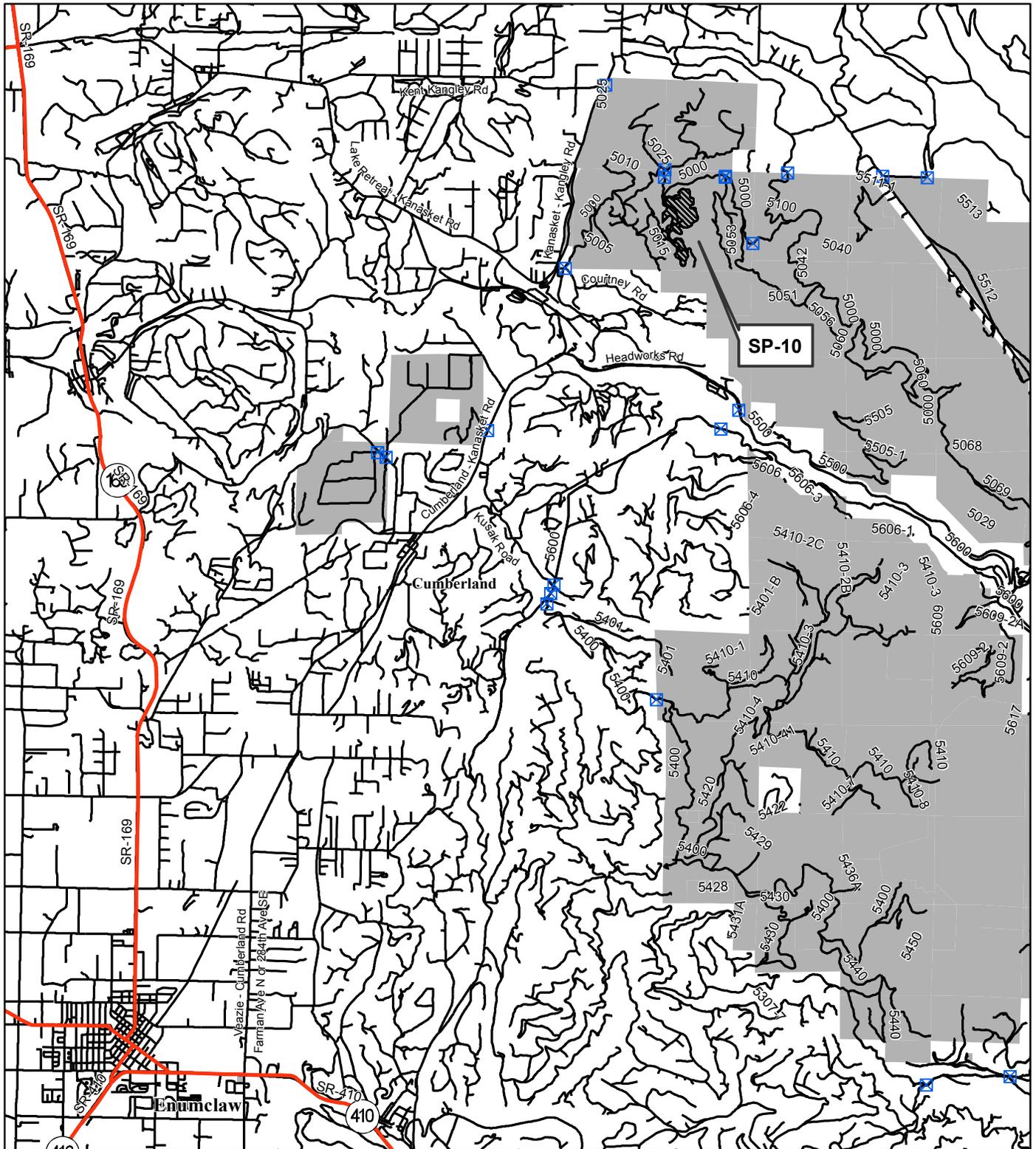


Due to changing ownership status and reliance on outside information, the Department of Natural Resources cannot accept responsibility for errors or omissions. Therefore, no warranties accompany this material.

McDonald Ridge/ Grass Mountain Vicinity Map

Conifer Release Ground Herbicide

Invitation to Bid Number: 1421



Legend

-  Treatment Area
-  DNR Managed Lands



Unit Map

Conifer Release Ground Herbicide

Invitation to Bid Number: 1421

Region: *South Puget Sound*

Unit: *Belfair*

Trust: *1*

County: *Kitsap*

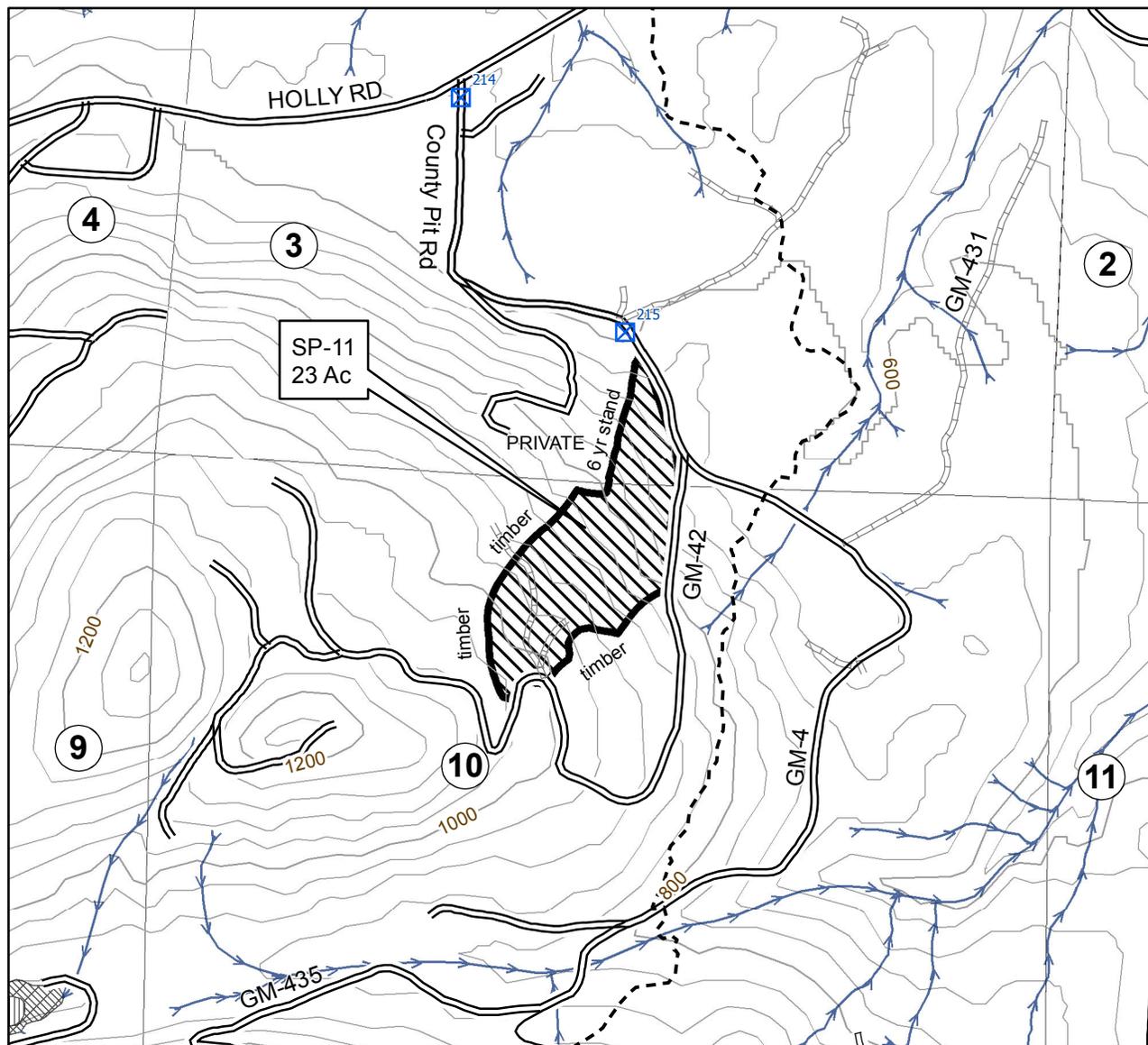
Section: *3,10*

Township: *24 North* Range: *1 West* W.M.

Unit Name: *SparrowTSU3*

Unit Number: *SP-11*

Approximate Scale 1" = 1000'



Legend

- | | |
|--|---|
|  Treatment Area |  Streams |
|  Non-Driveable Road |  Lakes and Ponds |
|  All-Weather Access Road |  Wetlands |
|  Old Railroad Grade |  40 ft. Contours |
|  Abandoned Road |  Gates |
|  Recreation Trail |  Other Road Barriers |

Vicinity Map, see Green Mountain State Forest

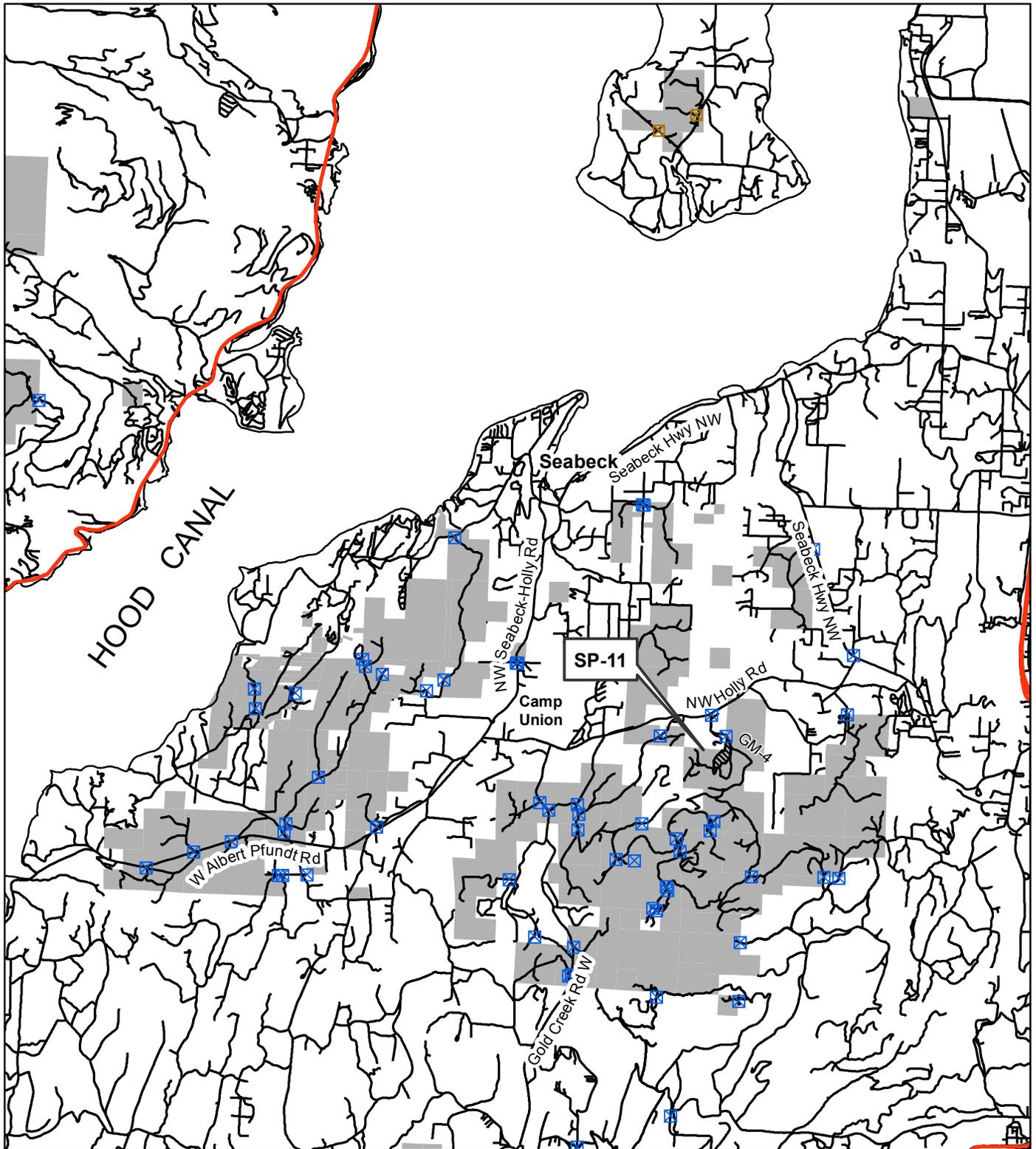


Due to changing ownership status and reliance on outside information, the Department of Natural Resources cannot accept responsibility for errors or omissions. Therefore, no warranties accompany this material.

Green Mountain State Forest Vicinity Map

Conifer Release Ground Herbicide

Invitation to Bid Number: 1421



Legend

-  DNR Managed Lands
-  Treatment Area



Unit Map

Conifer Release Ground Herbicide

Invitation to Bid Number: 1421

Region: *South Puget Sound*

Unit: *Belfair*

Trust: 3

County: *Kitsap*

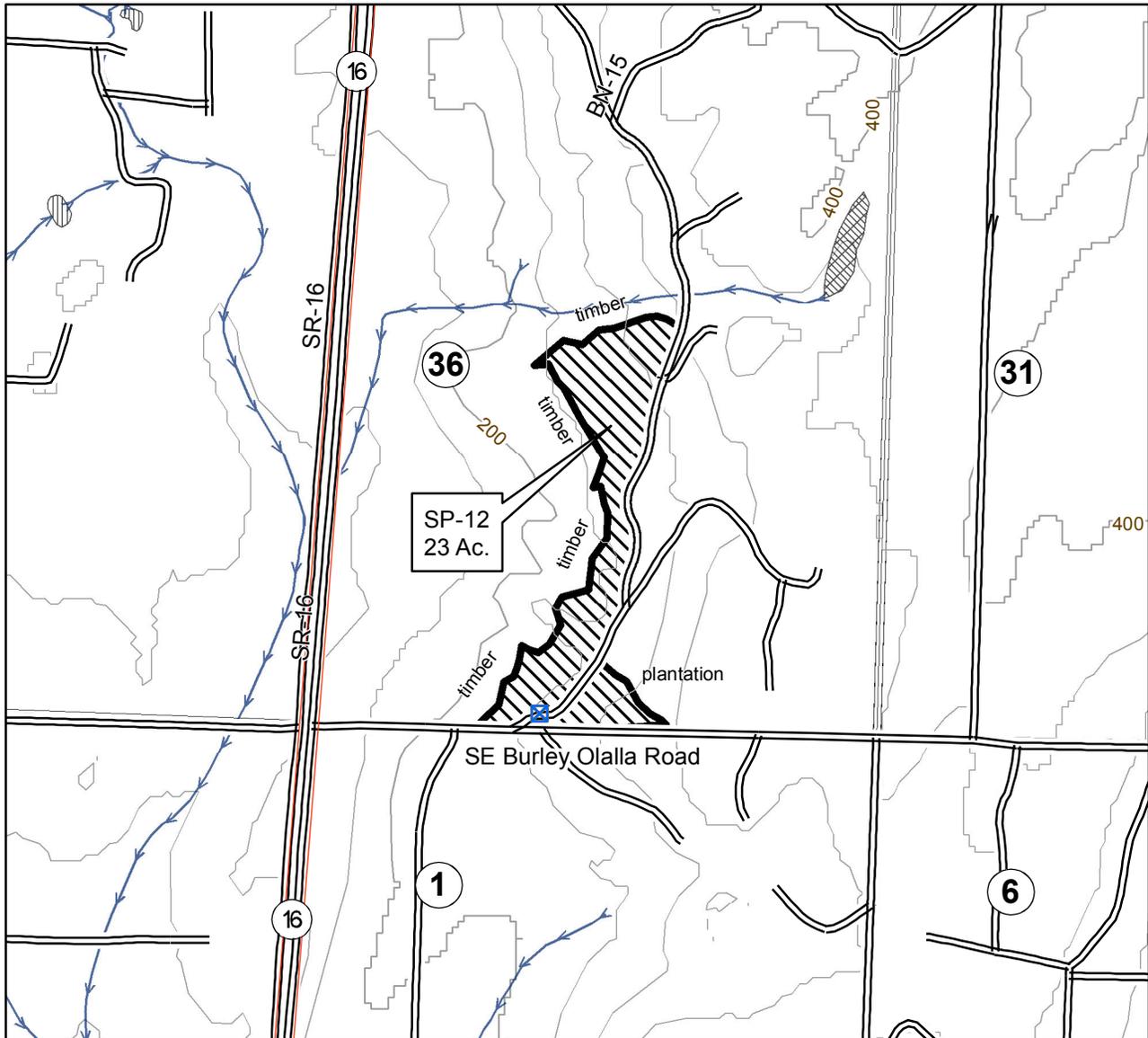
Section: 36

Township: *23 North* Range: *1 East* W.M.

Unit Name: *Woodstone TSU2*

Unit Number: *SP-12*

Approximate Scale 1" = 1000'



Legend

- | | |
|-------------------------|---------------------|
| Treatment Area | Streams |
| Non-Driveable Road | Lakes and Ponds |
| All-Weather Access Road | Wetlands |
| Old Railroad Grade | 40 ft. Contours |
| Abandoned Road | Gates |
| Recreation Trail | Other Road Barriers |

Vicinity Map, see Kitsap Peninsula

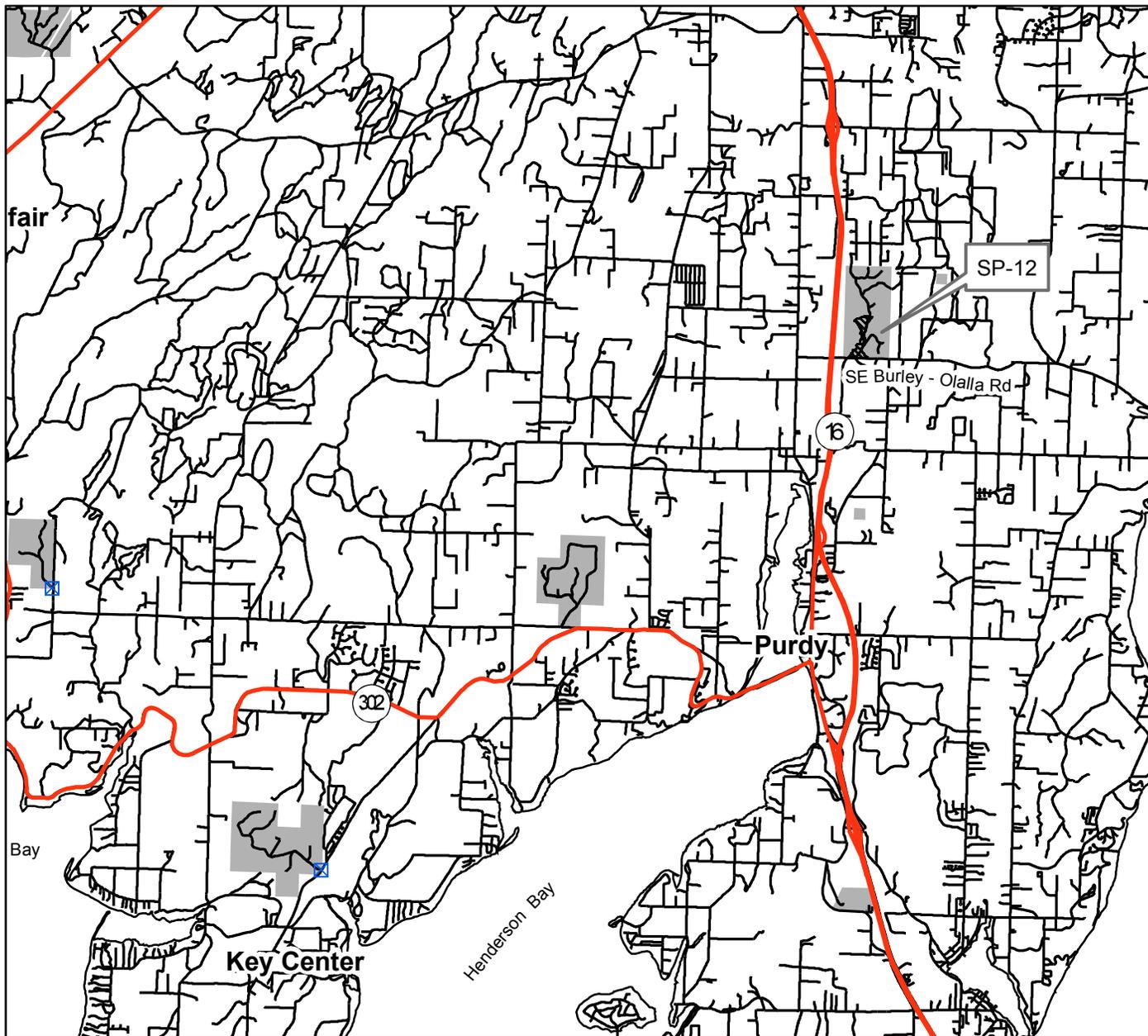


Due to changing ownership status and reliance on outside information, the Department of Natural Resources cannot accept responsibility for errors or omissions. Therefore, no warranties accompany this material.

Kitsap Peninsula Vicinity Map

Conifer Release, Ground Herbicide

Invitation to Bid Number: 1421



Legend

-  DNR Managed Lands
-  Treatment Area



SECTION IV BID FORM

CONIFER RELEASE, GROUND HERBICIDE

INVITATION TO BID/CONTRACT NUMBER **1421**

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 **1421**.

| Unit No. | Acres ¹ | Unit Bid Price (Per Acre) | Unit Total ² |
|------------------|----------------------|------------------------------|-------------------------|
| SP-1 | 14 | \$ _____/Ac | \$ _____ |
| SP-2 | 39 | \$ _____/Ac | \$ _____ |
| SP-3 | 79 | \$ _____/Ac | \$ _____ |
| SP-4 | 60 | \$ _____/Ac | \$ _____ |
| SP-5 | 18 | \$ _____/Ac | \$ _____ |
| SP-6 | 49 | \$ _____/Ac | \$ _____ |
| SP-7 | 27 | \$ _____/Ac | \$ _____ |
| SP-8 | 95 | \$ _____/Ac | \$ _____ |
| SP-9 | 55 | \$ _____/Ac | \$ _____ |
| SP-10 | 95 | \$ _____/Ac | \$ _____ |
| SP-11 | 23 | \$ _____/Ac | \$ _____ |
| SP-12 | 23 | \$ _____/Ac | \$ _____ |
| Total | 577 Acres | | \$ _____ |

Firm Name _____ Address _____

Signature _____ City and State _____

Title _____ Phone _____

Note:

Detach and return one (1) copy of this form as per Clause 1-05.

¹An approximate number.

²Exclusive of Washington State Sales Tax

INDUSTRIAL INSURANCE STATUS

INVITATION TO BID NUMBER _____ 1421 _____

The undersigned represents that they operate as _____ an individual, as _____ a partnership, or as _____ a corporation incorporated in the State of _____ The undersigned further certifies that they _____ will, _____ will not, be assisted by other individuals in the performance of this contract.

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

| | |
|----------------------|-------------------------------------|
| Firm Name _____ | Labor & Industries Account # _____ |
| Signature _____ | Washington Business License # _____ |
| Title _____ | Additional Signatures _____ |
| Address _____ | _____ |
| City and State _____ | _____ |
| Business Phone _____ | _____ |
| Home Phone _____ | _____ |

To whom it may concern:

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

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

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

As one whom contracts to perform forest activities you may require the assistance of other individuals to complete these contracts. If such is the case you are required to establish an industrial insurance account with the Department of Labor and Industries and pay the prescribed premium on behalf of your workers.

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

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

Note:

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

SECTION V - OFFER AND CONTRACT AWARD FORM

OFFER (For Bidder Use Only)

On condition of a contract award within ninety (90 days 10 days in clause 1-13 of bid opening and for the bid price the undersigned hereby offers and agrees to furnish services in compliance with all terms, conditions, and specifications of Invitation to Bid/Contract Number 1421. Submittal of this offer with authorized signature constitutes complete understanding of all terms and conditions. Further, submittal of this offer constitutes acceptance of and agreement to comply with all terms and condition of the Contract if awarded, and verifies that all services will be available throughout the period of the Contract.

(Company Name)

(Address)

(City) (State) (Zip)

(UBI No.)

(L & I Industrial Insurance Account No.)

(Farm Labor Contractor License No.)

(Federal I.D. No. or Social Security No.)

By: _____

(Signature) (Date)

(Typed or Printed Name)

(Title)

(phone No.)

CONTRACT AWARD (For Dept. of Nat. Resources Use Only)

Contract Number 1421 is hereby awarded to _____

State of Washington,
Department of Natural Resources

By: _____

(Signature) (Date)

Art Tasker
South Puget Sound Region Manager

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