



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

South Puget Sound Region

INVITATION TO BID

Contract Number 1423

Pre-Commercial Thinning (PCT)

357 Acres

Term of Contract From Wednesday, May 8th, 2013 To Friday, June 28th, 2013

(PCT is the cutting and/or removal of certain trees from a stand to regulate the number, quality and distribution of the remaining crop trees. The thinned trees have no commercial value.)

Notice To Bidders

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NOTICE TO BIDDERS

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

Sealed bids will be accepted at the Department's South Puget Sound Region office until 2:00 PM on Thursday, May 2nd, 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
Washington State Department of Natural
Resources
950 Farman AVE N
Enumclaw, WA 98022

Upper left corner: Bidder's Address

Lower left corner: Pre-Commercial Thinning – “Sealed Bid”
Invitation to Bid/Contract Number: 1423

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: Wednesday, May 8th, 2013 to Friday, June 28th, 2013.

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

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

Gate Access: All units are located within the City of Tacoma Watershed. Access for this unit is via the Headworks RD. **To access the watershed potential contractors will need to show a copy of the contract, a valid driver's license, current vehicle registration, and proof of vehicle insurance. Also, the use of a CB is required (a CB can be checked in/out at the gate to vehicles not containing a CB).**

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 2-04)

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

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

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

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

DEFINITIONS

- A. 'Buffer Zone' - An area designated to be left along roads or other features in which there will be no cutting.
- B. 'Compliance Forester' means the Department staff who perform the compliance inspections, approves Work, recommends payment to the Contract Manager, manages the Work Schedule, and assists with seedling distribution.
- C. 'Conifer' means a tree that is a Douglas-fir, true fir, pine, hemlock, spruce, or cedar.
- D. 'Contract' means this Invitation to Bid/Contract the Pre-Work Conference packet and all required documents provided by the contractor.
- E. '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.
- F. 'Contractor' means the bidder who was awarded this Contract.
- G. 'Contractor Selection of Leave Trees' - Crop and leave trees are unmarked and will be selected by the Contractor.
- H. 'Crop Tree' - These are usually the largest undamaged conifer trees with good form and free of disease.
- I. 'Department' means the Department of Natural Resources of the State of Washington, acting through an authorized employee.
- J. 'Designated Contract Representative(s): Those individuals designated by the Contractor on the Pre Work form during the Pre Work Conference (2-11, 2-12)
- K. 'D.B.H.' - Diameter at breast height, a point on the tree stem 4 feet above ground level.
- L. '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.
- M. 'Hardwood' means any tree or tall shrub with broad leaves. Examples include alder, elderberry, big leaf maple, vine maple, madrone, cottonwood, cherry, and willow.
- N. '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.
- O. 'Mechanical Treatment' - The use of power saws, axes, or other approved tools to remove trees.
- P. 'Mistletoe Thinning' - Removal of designated conifer trees bearing visible mistletoe plants on branches as well as visible plants or infections on the stem.
- Q. '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.

- R.** '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.
- S.** 'Slash' - shall mean all debris created on the contract area by the pre-commercial thinning operation.
- T.** 'Surplus Trees' - All trees designated for cutting.
- U.** '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).
- V.** 'Unit Bid Price' is the rate per acre or per 1000 trees written in the Unit Bid Price column of the bid form (Section IV Bid Form).
- W.** '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.
- X.** '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

SECTION I: INSTRUCTIONS TO BIDDERS AND CONTRACT AWARD

1-01 Unit Inspection & Bid Preparation

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

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

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

1-03 Bid Submission is Offer to Contract

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

1-05 Bid Contents

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

1-07 Withdrawal of Bid

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

1-08 Rejection of Bids

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

1-09 Bid Deposit

A bid deposit of ONE THOUSAND DOLLARS (\$1,000) is required. This deposit assures the Department that the bidder will accept award of any items on which the bidder is the lowest responsible bidder. In the event the bidder rejects award of **any item**, the bidder will forfeit the bid deposit. The bid deposit must be in the form of certified check made payable to the

Washington State Department of Natural Resources and include a reference to the bid/contract number. The bid deposit must be delivered to the Department's Region Office with the delivery of the bid. 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's 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.

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

2-01 Compliance with all Laws

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

2-02 Licenses and Permits

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

2-03 Indemnification and Hold Harmless

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

2-04 Insurance

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

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

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

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

liability, excess, and umbrella insurance policies.

Before using any rights granted herein, Contractor shall furnish the Department with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified above. Certificate(s) must reference the Contract number 1423 in the time required by Clause 1-13.

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

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

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

2-05 Safety Compliance

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

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

2-06 Venue

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

2-07 Dispute Resolution

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

- A. Any concerns or disputes which the Contractor has relating to this Contract shall first be brought to the attention of the Compliance Forester.
- B. If the Compliance Forester is unable to resolve the dispute to the Contractor's satisfaction, the Contractor will notify the Contract Manager in writing, with specificity, of his dispute. The Contract Manager will provide a written response within ten (10) business days.

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

2-08 Subcontracting

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

2-09 Nondiscrimination

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

2-10 Contractor's noncompliance

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

2-11 Pre-Work Conference

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

2-12 Purpose of the Pre-Work Conference

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

- A. All required documentation as outlined in sections I and II of the contract have been received from the Contractor, such as insurance forms, prior to beginning Work on this Contract.
Current Farm Labor License, proof of insurance, performance and damage deposit, and Contractor's Declaration of Industrial Insurance Status
- 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 holiday requires written permission from the Compliance Forester.

2-16 Breach of Contract

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

2-17 Washington State Forest Fire Protection Requirements

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

2-18 Fire Inspection

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

2-19 Spark Arresters

All spark emitting engines will be equipped with approved spark arresters. Spark arresters are approved by contractor 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 arvester lists.](#)

2-19.1 Extraordinary Slash Conditions

If extraordinary slash conditions create an extreme fire hazard as determined by the Department, the Contractor may be required to take extraordinary measures to prevent and control fires during operations or for a reasonable period after operations. When required, these will be specifically set forth in an attachment to this contract.

2-20 Open Fires

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

2-21 Prohibition from Removal of Merchantable Products

Contractor is prohibited from removing merchantable or potentially merchantable products from the Units. A separate agreement with the Department is required for removal of

Christmas trees, boughs, brush pickings, decorative shrubs or trees, firewood, poles, posts and other merchantable or potentially merchantable material.

2-22 Garbage

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

2-23 Camping

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

Section II-B: Specifications for the Activity

2-24 Precedence between Sections

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

2-25 Boundaries

- A. The boundaries except for easily identified ground features have been plainly marked with colored plastic flagging.
- B. 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.

2-28 Leave Tree Selection

Selection of leave trees or crop trees will be made by the Contractor according to the specifications and terms found below and in the Unit Description Table attached hereto.

- A. Two contrasting thinning procedures are recognized. These are:

- 1. Thinning on a simple spacing basis.
- 2. Thinning on a diameter limit basis.

The particular method to be used is designated for each unit on the Unit Description Table.

- B. When thinning on a spacing basis, the Contractor will select and leave uncut the largest live conifer trees of good form and vigor that will maintain the average spacing designated in the Unit Description Table except that trees immediately adjacent to voids should be thinned more lightly and clumps or patches should not be left unthinned to make up voids or holes in the stand. When this exception is justified, a 6'x 6' spacing will be used. Spacing is determined by the average number of desirable trees left uncut per plot, exclusive of natural openings.

Example: In a 12'x 12' spacing basis, every plot should contain 5 to 7 properly selected crop trees except for openings. (See 2-42)

- C. When thinning on a diameter limit basis, Contractor shall cut trees exceeding the diameter limit only when they are clearly diseased, damaged, or deformed. Trees smaller than the diameter limit shall be thinned on a spacing basis that will leave uncut the largest live conifer trees of good form and vigor that will maintain the spacing designated in the Unit Description Table. As a general rule, small trees growing into the canopy of the larger trees are to be cut. Spacing is to be determined by the average number of trees left uncut per plot, including trees above the diameter limit as well as below. Care should be taken by the Contractor in this type of thinning not to damage the stand by cutting trees so as to create undesirable openings or voids in the stand. The tree count per plot for this type of thinning must continue to fall within the Per Acre

Zone of Acceptance except when desirable trees exceeding the diameter limit comprise a majority of the total tree count. Then the Per Acre Zone of Acceptance is increased by the number of trees above the diameter limit exceeding a simple majority.

- D. When mistletoe control is the objective of the thinning, the above spacing requirements are waived when acceptable crop trees are not available. Acceptable crop trees are to be selected by the following priorities. Mistletoe infected trees not within the following priorities are to be cut regardless of spacing and/or diameter.

Priority 1. Free from visible infection.

Priority 2. Use the following cutting priority mistletoe rating table.

Cut all trees exceeding the rating below:

<u>DBH Classes</u>	<u>Maximum Allowable Rating¹</u>
1" - 2"	0
3" - 4"	1
5" - 6"	2
7" +	3

¹Significance of the rating is shown on plastic pocket card provided the Contractor when thinning in mistletoe.

2-34 Special Requirements

Unit Description Table will also show special requirements on certain units. If special requirements noted on the Unit Description Table conflict with requirements herein, the special requirement will prevail.

2-35 Trees to Be Cut

Except for crop or leave trees specified above and in the Unit Description Table, the Contractor shall cut the following:

- A. When thinning is done on a spacing basis, remove all surplus conifer trees more than four (4) feet in height. When thinning is done on a diameter limit basis, remove all surplus conifer trees more than one (1) inch in diameter two (2) feet above ground.
- B. All red alder, bigleaf maple, cherry, and other hardwoods more than four (4) feet in height, growing within twenty (20) feet of a conifer crop tree shall be cut except that vine maple, elderberry and other low growing hardwoods need to be cut only when they seriously compete with the conifer crop trees by reason of height greater than 2/3 of the average conifer height. Hardwoods are not to be cut where their removal will create voids in the stand with dimensions greater than fifty (50) feet to side or where their removal will leave live streams unshaded.
- C. All diseased, damaged, or deformed trees as described below are to be cut.

1. Trees with thin, ragged crowns of yellowing needles typical of Phellinus (Poria) weirii and Armillaria mellea infection.
 2. Trees with scars or open wounds on the lower bole involving more than one-half (1/2) circumference of the bole.
 3. Trees with more than twenty (20) degrees lean or trees with crook or sweep in the lower bole protruding outward from a straight line more than twelve (12) inches.
 4. Trees with broken boles or girdling of the bole where only the lower part of the living crown remains.
 5. Trees with double tops of forked trees when other more suitable trees are available.
 6. Western hemlock infected with dwarf mistletoe in western Washington.
 7. Any white pine that exhibits traits of white pine blister rust, such as stem/bole cankers and red-flagged foliage, when other more suitable trees are available.
- D. Damaged or deformed trees are not to be cut when their removal will create voids in the stand. Diseased trees infected with root rot or mistletoe as described above, under a and f, are always to be cut.
- E. All Sitka spruce and white pine are to be cut whenever other healthy, well established conifers are available. Healthy Sitka spruce and white pine are not to be cut when their removal will create voids in the stand. Damaged, diseased, or weeviled trees of these species shall always be cut when other more desirable species can be left.

2-37 Mistletoe Control

On certain units designated on the Unit Description Table where Mistletoe Control is the objective, a tree-free corridor will be left to contain surrounding infections. When such corridors are to be cut, they will be shown on the unit map and marked on the ground. Cutting will be confined to the species infected with mistletoe. Other species will be left but thinned according to the normal spacing and/or diameter designated.

2-38 Progression of Daily Work

Contractor work shall progress in an orderly fashion to avoid accidentally leaving untreated areas, with workers regularly tying together treated areas. At the end of each work day, no islands of untreated areas shall be left within areas that have been treated.

2-39 Cut Trees

Trees will be cut below the lowest live limb and cut completely free of the stump. Cut trees must not be left "hung up" or leaning against crop trees. Stumps shall not exceed a twelve (12) inch height unless snow conditions prevent this. In no case shall stumps exceed an eighteen (18) inch height.

2-40 Streams

Trees felled into streams shall be removed and streams shall be left in their original state. Some streams will be protected and cutting will not be permitted within the specified area. These are marked out on the ground and designated on the unit map.

2-41 Fences and Improvements

Care should be taken not to damage fences and other improvements situated on or adjacent to the unit during the thinning operation as any such damage will be repaired at Contractor's expense. Trees adjacent to the fence are to be felled away from the fence and all slash falling on fence shall be removed and distributed back into the unit. Slash falling onto lands not owned by the State shall also be removed and distributed back into the unit.

2-42 Order of Selection of Leave Trees

The order of selection of leave or crop trees will be as follows:

- A. Leave dominant and necessary co-dominate trees.
- B. Maintain specified average number of trees per acre.
- C. Maintain specified average spacing.
- D. Select crop tree by species in the following order unless otherwise specified in the Unit Description Form:
 - 1) Western red cedar
 - 2) Douglas-fir
 - 3) Western hemlock
 - 4) True fir
 - 5) Red alder

2-47 Contractor shall furnish:

The Contractor shall provide:

- A. All Workers meeting the minimum crew size identified in Section III-Unit Description and discussed at the Pre-Work Conference;
- B. Adequate crew supervision, including at least one qualified non-planting, English speaking foreperson per ten (10) person crew, unless otherwise allowed by the Compliance Forester. The foreperson must have one season (at least three (3) months) of tree planting experience. Documentation of a foreperson's experience shall be provided to the Department upon request; and
- C. Specific tool requirements are detailed in Section III-Unit Description.
 - A. All safety equipment.
 - B. Worker strength of not more than five (5) persons per foreperson in each crew.
 - C. All costs of operation and maintenance not specifically furnished by the Department under 3-52 below shall be borne by the Contractor.

- D. All equipment and supplies for mechanical treatment.
- E. Crew Strength Requirements (Pre-commercial Thinning)

2-55 Department shall furnish:

- A. A Department Representative to acquaint the Contractor with each unit to be worked and to conduct periodic field inspections.
- B. Boundary marking and access to the unit as reasonably necessary to complete the contract.

2-58 Buffer Zone

Slash or debris resulting from the pre-commercial thinning operation that occupies roads, ditches, and road banks or falls into a designated buffer zone, shall be removed by the Contractor and redistributed within the thinned area at the end of every day, or more often on well-traveled roads.

On certain units designated in the Unit Description Table, a buffer zone along certain roadways will be required for fire protection purposes. No trees will be cut in the buffer zone. Buffer zones will be shown on the unit map, when required, and will be either fifty (50) feet or one hundred (100) feet wide as specified in the Unit Description Table. Inasmuch as buffer zones are located along clearly defined roadways, no special markings will be provided on the ground. The Contractor is to measure out the correct width from the tree line at the edge of the road. Measurements are to be taken at right angles to the roadway and measured along the surface of the ground.

2-61 Determination of Payment

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

- A. The flagging, cutting lines, roads, etc., designated as boundaries on the Unit Description Table attached; provide the basis for determining acreage satisfactorily 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 by error. If work extends beyond unit boundaries, charges may be levied against the Contractor by the Department for damages suffered, or other parties suffering damages.

2-62 Determination of Satisfactorily Completed Work

Satisfactorily completed work will be determined using the following criteria:

- A. Circular plots 1/20th acre (26.3 foot radius horizontal distance) will be established by the Department to check contract specifications compliance and as a basis for determining satisfactory quality.
- B. A minimum of two (2) plots for each five (5) acres accomplished.

- C. Acceptable spacing and number of trees per acre as specified in the Unit Description Table for the unit is based on the following Per Acre Zone of Acceptance:

PER ACRE ZONE OF ACCEPTANCE

<u>Spacing</u>	<u>Number of Crop Trees</u>		
	<u>Minimum</u>	<u>Average</u>	<u>Maximum</u>
11' x 11'	330	360	380
12' x 12'	273	302	320
13' x 13'	228	258	278
14' x 14'	192	222	242
15' x 15'	164	194	214
16' x 16'	140	170	190
17' x 17'	121	151	171
18' x 18'	104	134	154
19' x 19'	100	121	140
20' x 20'	90	109	120

- D. The required number of "crop trees" per acre must fall between the maximum and minimum as listed in the Per Acre Zone of Acceptance and as specified by spacing in the Unit Description Table. Crop trees not meeting these specifications is unsatisfactory work.

2-71 Unsatisfactory Work Compliance

The Department Representative will inspect the contract work to determine if treatment is satisfactory. The Contractor will be notified of any unsatisfactory unit(s) or parts thereof.

- A. Removal of crop trees or poor selections of crop trees for any reason is defined as stand damage.
- B. If overcutting of acceptable crop trees leaves a maximum treeless space (dimensions shown below) on one-half (1/2) of the compliance plots installed or if any one such void exceeds three times the spacing requirement, the work on that unit will not be paid for. More severe

damage will result in cancellations of the contract and forfeiture of the performance/damage deposit.

<u>Spacing (ft.)</u>	<u>Maximum Treeless Space Permitted (ft.)</u>
11' x 11'	22' x 22'
12' x 12'	24' x 24'
13' x 13'	26' x 26'
14' x 14'	28' x 28'

- C. If undercutting occurs according to the contract specification, payment will be withheld on the unsatisfactory unit(s). The Contractor shall return at no additional expense to the Department, and re-treat unsatisfactory unit(s) or parts thereof. In the event the contract is terminated for unsatisfactory performance, payment will be made as set forth in paragraph 2-76 below for work satisfactorily completed.
- D. All undercutting work must be corrected to the satisfaction of the Department Representative before work may be performed in any other portion of the unit or other units.

2-76 Payment shall be made as follows:

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

2-78 Partial payment

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 identified during pre-work conference (clause 2-11) shall sign the Contractor's Billing Invoice and Compliance Report after completion of each such "sub-unit" being submitted for payment. The Department Representative 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.

- A. Contractor or contract representative and the Department Representative 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 Department Representative, and "final" payment is designated thereon.

- B. 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.

- C. Ten percent (10%) of all payments due Contractors who employ workers shall be retained by DNR as security for L&I industrial insurance premiums owed for their workers. Upon determination that the Contractor has met all financial obligations for industrial insurance premiums related to the Item(s) of this Contract, the 10% retainage will be returned to the Contractor. DNR will return this retainage approximately 45 days following close of the quarter in which the work was completed. However, if the Contractor notifies DNR in writing that they have paid all L&I premiums associated with the Item(s) of this Contract, DNR will, upon determination that the Contractor has met all financial obligations for industrial insurance premiums related to the Item(s) of this Contract, work diligently to return the retainage as soon as practical.

2-82 Liquidated damages

Damages will be assessed for any and all delays extending beyond the final contract completion date according to the following schedule based on growth losses resulting from delays. Delays beyond the Contractor's control, resulting from Acts of God, and/or shutdowns or delays imposed by the Department because of fire conditions, weather, threat of insect damage, conflict with other operations, and labor strikes will not count toward the contract time period, and lieu-time extending beyond the original completion date will be earned for such delays.

Schedule of Liquidated Damages

	High Site (S.I. 110+)	Low Site (S.I. 110 and below)
Lost Growth Value per acre per season *	\$10/Ac/Yr	\$5/Ac/Yr
	\$1.43/Ac/Mo	\$.71/Ac/Mo

Note: Ages less than 10 years deduct 33%
 Ages 10-14 use full value
 Ages 15-19 years deduct 33%
 Ages 20 years + deduct 66%

*Season refers to growing season. Defined as March 15 through October 15, a total of seven (7) months. Proration for parts of the year will be from mid-month to mid-month, 1/7 of the total above per monthly period, based on whole months only. No damages will be assessed for extension or delays outside the growing season.

Pre-Commercial Thinning Contract #1423

Unit Description

UNIT NUMBER	TRUST	LEGAL	FMU NAME	ACRES	BOUNDARIES	Special Requirements							
						ELEVATION (ft)	SLOPE %	LEAVE TREE SELECTION PRESCRIPTION (SEE SECTION II-B 2-28)	DESIRED SPACING AFTER THINNING	TPA AFTER THINNING	UNIT SPECIFIC SPECIAL REQUIREMENTS	FIRE ZONE	COMMENTS
BD-1	09	T21N R09E S31	Nui Moku U1	96	See Unit Map	1369 - 2160'	16 - 62%	B	12'x12'	302	Crop tree selection priority shall be: 1) Western red cedar, 2) Douglas fir, 3) Western hemlock, 4) True firs, then 5) Red alder.	659 N	Walk-in required.
BD-2	09	T21N R09E S31	Nui Moku U2	30	See Unit Map	1585 - 2143'	24 - 70%	B	12'x12'	302	Crop tree selection priority shall be: 1) Western red cedar, 2) Douglas fir, 3) Western hemlock, 4) True firs, then 5) Red alder.	659 N	Walk-in required.
BD-3	09	T21N R09E S31	Nui Moku U3	40	See Unit Map	1558 - 2080'	19 - 52%	B	12'x12'	302	Crop tree selection priority shall be: 1) Western red cedar, 2) Douglas fir, 3) Western hemlock, 4) True firs, then 5) Red alder.	659 N	Walk-in required.
BD-4	09=73ac 03=4ac	T21N R09E S31	Nui Moku U4	77	See Unit Map	1510 - 2155'	9 - 50%	B	12'x12'	302	Crop tree selection priority shall be: 1) Western red cedar, 2) Douglas fir, 3) Western hemlock, 4) True firs, then 5) Red alder.	659 N	
BD-5	09	T21N R09E S31	Nui Moku U5	41	See Unit Map	1399 - 1751	12 - 50%	B	12'x12'	302	Crop tree selection priority shall be: 1) Western red cedar, 2) Douglas fir, 3) Western hemlock, 4) True firs, then 5) Red alder.	659 N	
BD-6	03=60ac 09=13ac	T20N R09E S5&6	Power Fry Combo	73	See Unit Map	2095 - 2640'	5 - 60%	B	12'x12'	302	Crop tree selection priority shall be: 1) Western red cedar, 2) Douglas fir, 3) Western hemlock, 4) True firs, then 5) Red alder.	659 N	
				Total Acres for Item 1	357								

Contract period is from Wednesday, May 8th, 2013 to Friday, June 28th, 2013.

SPECIAL REQUIREMENTS FOR ALL UNITS:

1. Remove all slash from below the high water mark of all water bodies, whether water is present or not.
2. Remove debris from all roads, cut-slopes, and ditches concurrent with operations.
3. Minimum crew size is: 10 persons

Unit Map

Precommercial Thinning

Invitation to Bid Number: 1423

Region: *South Puget Sound*

Unit: *Black Diamond*

Trust: *9*

County: *King*

Section: *31*

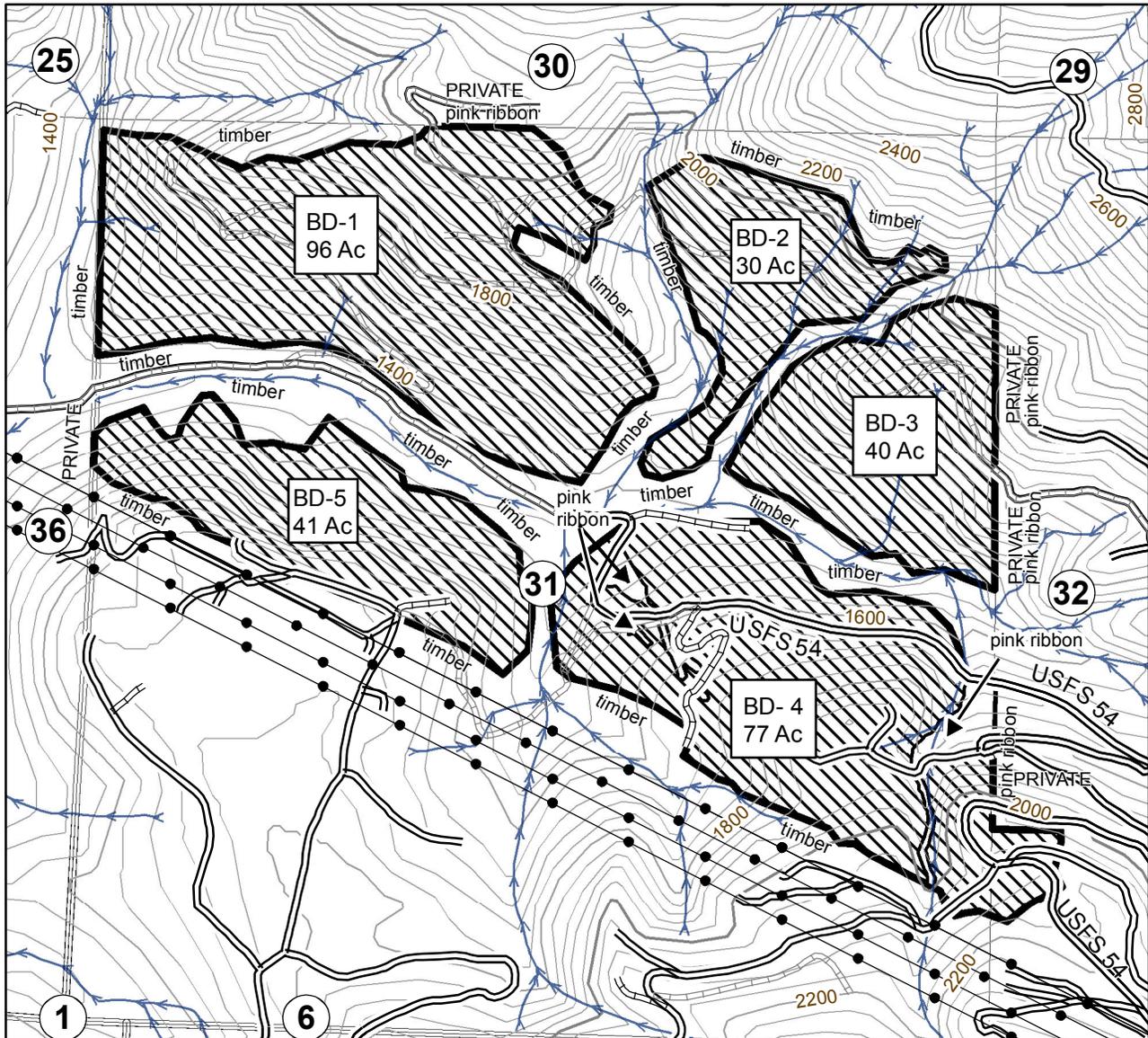
Township: *21 North* Range: *9 East*

W.M.

Unit Name: *Nui Moku*

Unit Number: *BD1-5*

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 North Fork Green



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

Precommercial Thinning

Invitation to Bid Number: 1423

Region: *South Puget Sound*

Unit: *Black Diamond*

Trust: *3,9*

County: *King*

Section: *31, 5,6*

Township: *21 North, 20 North*

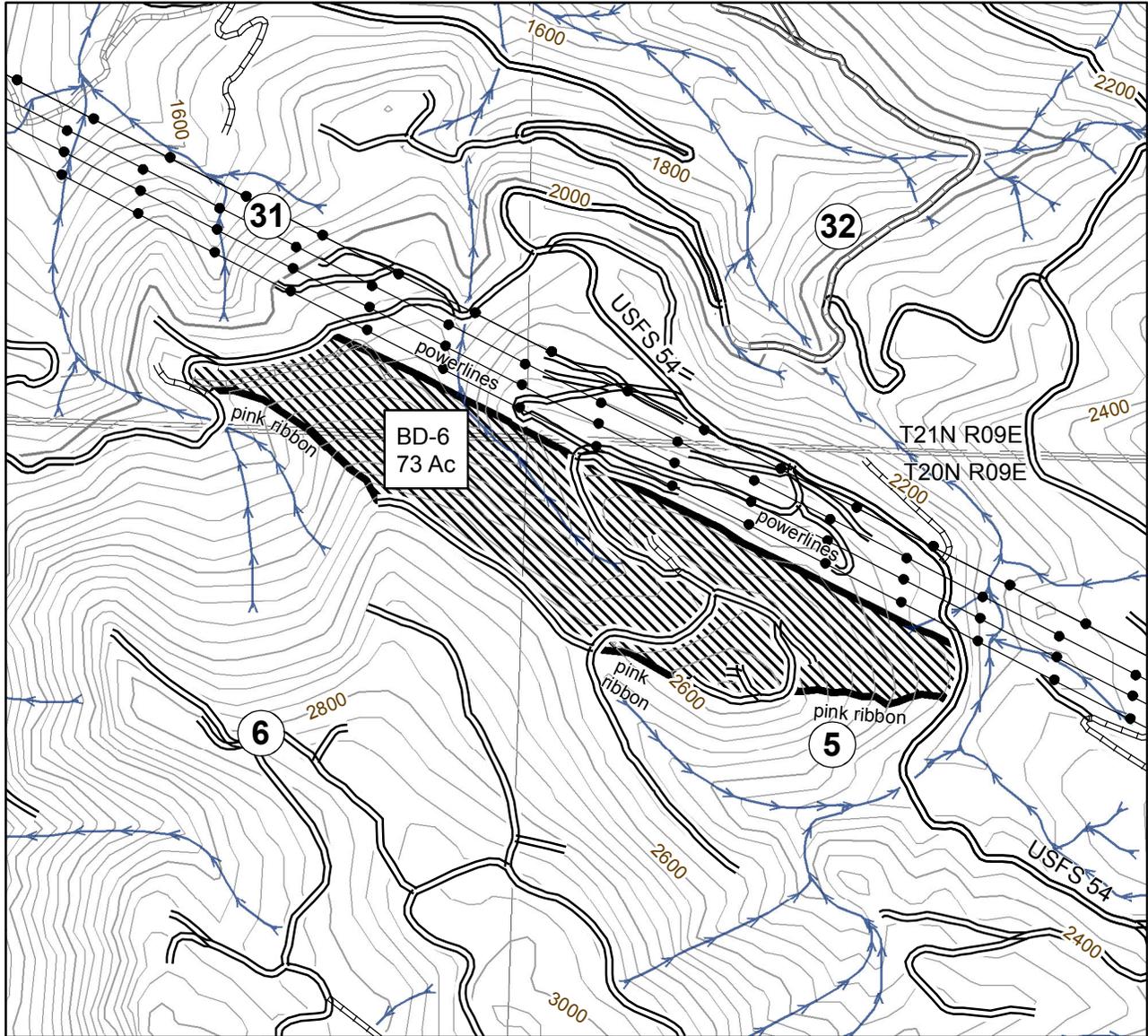
Range: *9 East*

W.M.

Unit Name: *BD6*

Unit Number: *BD-6*

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 North Fork Green

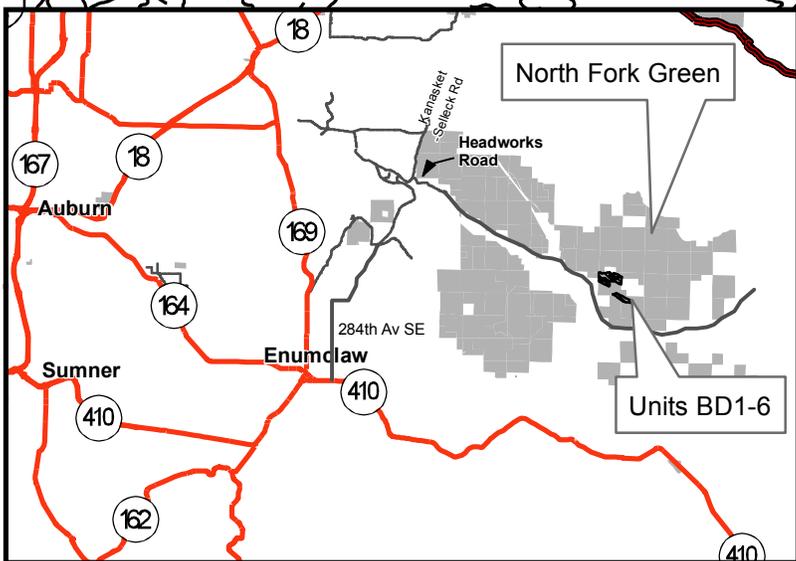
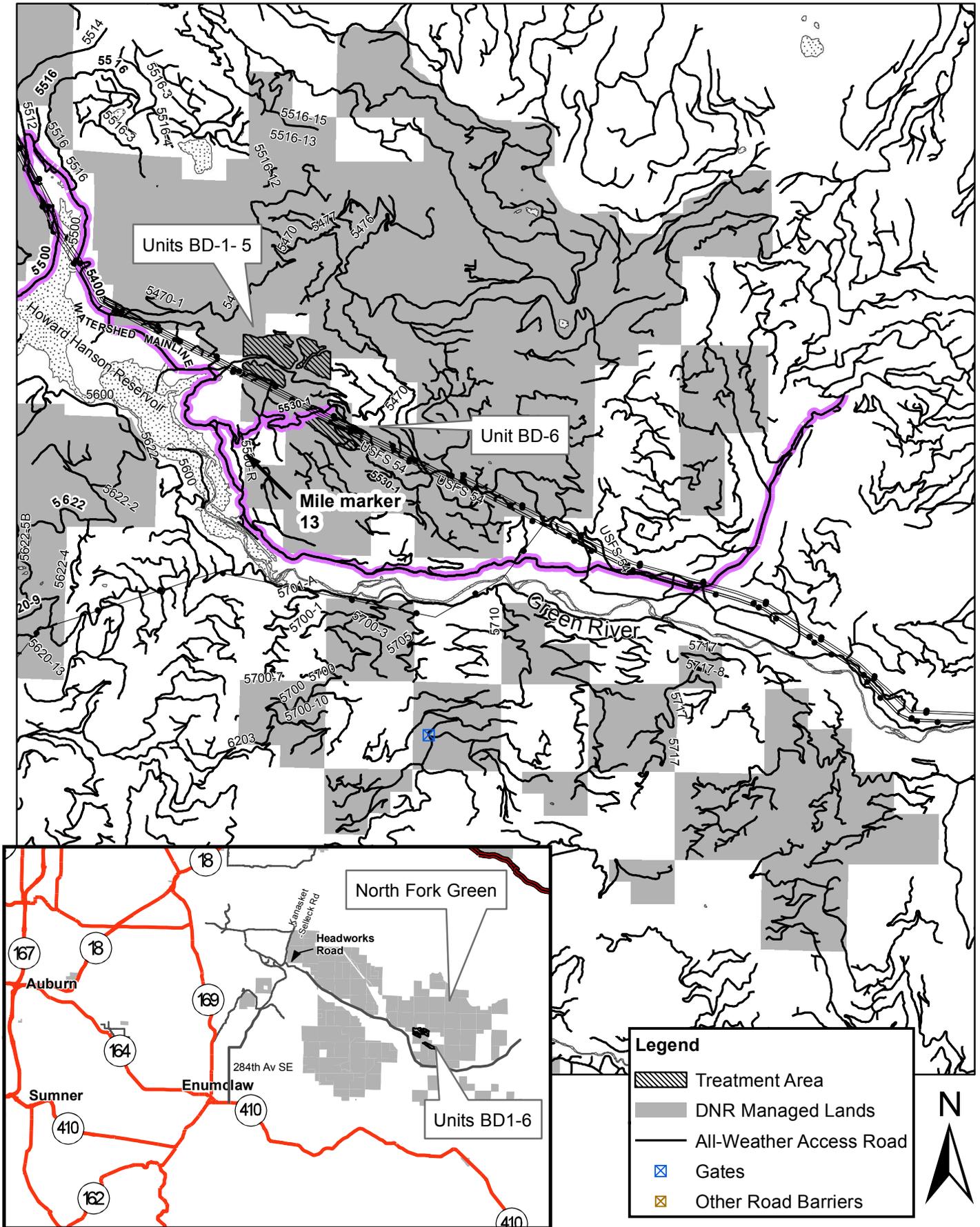


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North Fork Green Vicinity Map

PreCommercial Thinning

Invitation to Bid Number: 1423



**SECTION IV
BID FORM**

PRECOMMERCIAL THINNING

INVITATION TO BID/CONTRACT NUMBER **1423**

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 **1423**.

Unit No.	Acres ¹	Unit Bid Price (Per Acre)	Unit Total ²
BD-1	96	\$ _____/Ac	\$ _____
BD-2	30	\$ _____/Ac	\$ _____
BD-3	40	\$ _____/Ac	\$ _____
BD-4	77	\$ _____/Ac	\$ _____
BD-5	41	\$ _____/Ac	\$ _____
BD-6	73	\$ _____/Ac	\$ _____
Total Acres:		357	TOTAL \$ \$ _____

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

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

Note:

Detach and return one (1) copy of this form as per instructions to bidder page 2 of contract

¹An approximate number.

²Exclusive of Washington State Sales Tax.

**CONTRACTOR'S DECLARATION of
INDUSTRIAL INSURANCE STATUS**

INVITATION TO BID NUMBER Pre-Commercial Thinning Contract #1423

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: Detach and return this form per instructions to bidders page 2 of contract.