



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

## INVITATION TO BID: CONIFER RELEASE GROUND HERBICIDE CONTRACT #1470

You are invited to bid on the following Ground Herbicide Contract and are advised to examine the Work Units prior to bidding. The implied warranty of fitness for a particular purpose, and all other warranties, express or implied, are excluded. For example, the Department of Natural Resources (DNR) does not warrant the acreage for each unit. Any acreage descriptions appearing in each contract are estimates only, solely for administrative and identification purposes.

Draft contract is attached to this invitation.

| Contract # | # Acres | # Units | Location  | Comments |
|------------|---------|---------|-----------|----------|
| 1470       | 415     | 11      | NW Region |          |
|            |         |         |           |          |
|            |         |         |           |          |
|            |         |         |           |          |
|            |         |         |           |          |
|            |         |         |           |          |

### BID PROCEDURES

#### Bid Delivery

The bidder shall prepare one complete bid form for each contract, available in Section III of the draft contract. Each bid shall be delivered to the DNR's Region Office in its own envelope marked "Sealed Bid" and addressed to the DNR's Region Manager as specified below.

If multiple bids are submitted by one bidder, those sealed bids can be submitted inside a single envelope.

No facsimiled, e-mailed, or other non-original form of bids will be considered by the DNR.

**Bids will be accepted until 1300 on January 28, 2014.**

Questions pertaining to this Invitation to Bid can be answered by contacting Peter Hurd at 360-854-2881. Oral explanations, interpretation, or instructions given before the award will not be binding.

## **Bid Contents**

Each bid shall include all five of the following items:

- 1) Bid Form (Section III-A of the draft contract),
- 2) Contractor's Declaration of Industrial Insurance Status (Section III-B of the draft contract);
- 3) Solicitation to Offer (Section III-C of the draft contract);
- 4) Photocopy of Washington State Farm Labor Contractors License; and
- 5) Bid deposit.

All documents must be legible and properly completed.

Each sealed bid envelope should be prepared in the following manner:

Addressed to: Bonnie Fike, Region Manager  
Northwest Region

In Care Of: Peter Hurd  
Northwest Region Intensive Management Forester  
Washington State Department of Natural Resources  
919 North Township Street  
Sedro Woolley, WA 988284

Upper left corner: Bidder's Name  
Bidder's Address

Lower left corner: CONIFER RELEASE GROUND HERBICIDE – "Sealed Bid"  
Invitation to Bid on Contract Number: 1470

## **Bid Form Requirements**

Bids must be submitted on the Bid Form (Section III-A) attached to the draft contract. The following information must be entered on the Bid Form:

- 1) Bids should include all costs related to the completion of the Work.
- 2) A Unit Bid Price and a Unit Total must be entered for all of the Units in the contract. All Unit Totals for the contract must be summed and entered as the Contract Price. In the event of a difference between the sum of all Unit Totals and the Contract Price, the individual Unit Totals shall prevail.
- 3) All Bid Forms (Section III) must be signed in ink. If the bid is made by a corporation, it shall be signed by the corporation's authorized designee. Incomplete or unsigned bids may be rejected.

## **Offer to Contract**

Your Invitation to Bid is a solicitation to offer to contract with the DNR. All bids shall remain firm for a period of 60 calendar days after the bid opening.

Your bid becomes part of a contract if it is officially awarded by the DNR with a contract award letter.

## **Bid Deposit**

A bid deposit of ONE THOUSAND DOLLARS (\$1,000) is required. This deposit is for the purpose of

assuring the DNR that the bidder will accept award of any contract on which the bidder is the lowest responsible bidder.

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 contract number. The bid deposit must be delivered to the DNR'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.

After DNR and the lowest responsible bidder sign the contract, bid deposits will be returned to all unsuccessful bidders. In the event the bidder rejects award of any contract included in this Invitation to Bid, the bidder will forfeit the bid deposit.

### **Bidder Insurance**

All insurance and surety bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by DNR's risk manager before the contract is accepted. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

### **Bid Opening**

At the time and date specified in the bid delivery clause above, 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 DNR Northwest Region office ten (10) working days prior to the scheduled bid opening.

### **Withdrawal of Bid**

A bidder's authorized representative may withdraw a bid in person before the opening of any one of the bids. Bidder's representative(s) will be required to show photo identification and sign on the bid summary sheet before the bid will be released.

### **Rejection of Bids**

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

### **Lowest Responsible Bidder**

Award of the contract shall be to the lowest responsible bidder as determined by the DNR. In determining the lowest responsible bidder, in addition to price, the following may be considered (RCW 39.26.160): (a) the bidder's ability, capacity, and skill to perform the contract; (b) the bidder's character, integrity, reputation, judgment, experience, and efficiency; (c) whether the bidder can perform the contract within the time specified; (d) the quality of the bidder's previous contract performance with the DNR or other landowners; and (e) the bidder's previous and current compliance with laws relating to the contract or services. The DNR's determination that a bidder is not qualified may result in rejection of the bid submitted.

Any bidder who has had unsatisfactory performance resulting in the termination of a DNR silviculture contract, will not be considered a responsible bidder unless the bidder provides government or forest industry references demonstrating acceptable performance on at least one contract with a minimum of 800 acres of GROUND HERBICIDE since the time of the termination. DNR reserves the right to contact references and

make its own judgment regarding their reliability. DNR will review situations on a case-by-case basis, and encourages interested bidders to contact DNR with any questions before the specified bid opening.

### **Award Letter**

The DNR makes every effort to mail an award letter with instructions and the contract to the successful bidder within fifteen (15) business days of bid opening.

### **Conditions on Award**

Within ten (10) business days after the bidder receives their award letter, the DNR must receive the performance and damage deposit and insurance certificate at the DNR's Region Office. The Contract Manager specified in the contract may extend this time upon written request.

If the bidder fails to submit the above items within the time specified, the DNR may consider the contract award rejected, in which case the bidder will forfeit the bid deposit.

### **Right to Amend Invitation to Bid**

The DNR reserves the right to amend this Invitation to Bid, in which case DNR will notify all known bidders prior to bid opening.

### **Registration with the Office of Financial Management**

Payments on this Invitation to Bid can only be paid out to contractors who are registered with the Office of Financial Management (OFM) <http://www.ofm.wa.gov/isd/vendors.asp>.

Please follow the link for instructions on how to register, or contact OFM at:

Statewide Payee Desk  
P.O. Box 43113  
Olympia, WA 98504-3113  
Phone: 360-664-7779

### **Special Remarks**

Term of Contract: March 31, 2014 to May 9, 2014

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

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

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

Provide proof of 2014 Farm Labor Contractor's License or letter of exemption from the Department of Labor & Industries before work begins.

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

| <b>HOSPITAL NAME</b>         | <b>ADDRESS</b>           | <b>CITY</b>   | <b>ZIP</b> | <b>PHONE</b> |
|------------------------------|--------------------------|---------------|------------|--------------|
| St. Joseph Hospital          | 2901 Squalicum Parkway   | Bellingham    | 98225      | 360-734-5400 |
| United General Hospital      | 1971 Highway 20          | Sedro Woolley | 98284      | 360-856-6021 |
| Skagit Valley Medical Center | 1415 E Kincaid St.       | Mt. Vernon    | 98273      | 360-424-4111 |
| Cascade Valley Hospital      | 330 S Stillaguamish Ave. | Arlington     | 98223      | 360-435-2133 |
| Valley General Hospital      | 14701 179th St. SE       | Monroe        | 98272      | 360-794-7497 |
| Providence General Hospital  | 14th and Colby Ave.      | Everett       | 98201      | 425-261-2000 |



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

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## **Contract Number #1470**

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### **Contract Digest: Conifer Release - Ground Herbicide**

- Definitions

#### **SECTION I – CONTRACT CLAUSES**

- A. General Provisions
- B. Specifications for the Activity
- C. Compliance Inspection and Payments

#### **SECTION II – MAPS AND UNIT INFORMATION**

- A. Unit Descriptions and Special Requirements
- B. Unit Maps
- C. Vicinity Map

#### **SECTION III – FORMS FOR BIDDER TO COMPLETE**

- A. Bid Form
- B. Contractor's Declaration of Industrial Insurance Status
- C. Solicitation to Offer and Contract Award

## DEFINITIONS

**'Compliance Forester'** means DNR staff that performs the compliance inspections, approves Work, recommends payment to the Contract Manager, and manages the Work Schedule.

**'Contract Manager'** means DNR 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.

**'Contractor'** means the bidder who was awarded this Contract.

**'DNR'** means The Department of Natural Resources of the State of Washington, acting through an authorized employee.

**'Designated Contract Representative(s)'** means those individuals designated by Contractor on the Pre Work form during the Pre Work Conference (A-18, A-19).

**'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.

**'Pre-Work Conference'** is the meeting between DNR and 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 DNR and Contractor and become part of the contract.

**'Region Manager'** means the designated DNR staff person responsible for managing the affairs of DNR in designated large geographic areas. The Region Manager may perform the duties of the Contract Manager.

**'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 III), the Unit Description, and corresponding Unit Map (Section II).

**'Unit Bid Price'** is the rate per acre or per 1000 trees written in the Unit Bid Price column of the bid form (Section III Bid Form).

**'Unit Total'** is the total amount (in dollars) that Contractor agrees to be paid for each Unit, written in the Unit Total column of the Bid Form (Section III-A).

**'Work'** means the services Contractor is required to satisfactorily complete this Contract found in Section I - Specifications for the Activity and Section II - Unit Description.

**'Work Schedule'** means the approved timeline for how the requirements of this contract will be fulfilled by Contractor. The Work Schedule is agreed upon during the Pre-Work Conference by both DNR and Contractor.

## SECTION I-A: GENERAL PROVISIONS

### A-01 Contractor's Warranty

Contractor warrants that it has had an opportunity to fully inspect the contract area and enters this contract based upon its own judgment of the costs of performing the Work, formed after its own examination and inspection. Contractor also warrants to DNR that it enters this contract without any reliance upon the acreage, pre-bid documentation, or any other representation by DNR, including but not limited to:

- A. Conditions bearing upon transportation, disposal, handling, and storage of materials;
- B. Availability of labor, water, electric power, and road;
- C. Uncertainties of weather, river stages, tides, or similar physical conditions at the Unit(s);
- 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.

Any failure of Contractor to take the actions described in this Clause will not relieve Contractor from responsibility for properly estimating the cost of completing this contract.

### A-02 Modifications

Waivers, modifications, or amendments of the terms of this contract must be in writing signed by Contractor and DNR to become effective.

### A-03 Contract Complete

This contract is the final expression of the parties' agreement. There are no understandings, agreements, or representations, expressed or implied, which are not specified in this contract.

### A-05 Scope of DNR Advice

No advice by any agent, employee, or representative of DNR regarding the method or manner of performing shall constitute a representation or warranty that said method, manner or result thereof will conform to the contract or be suitable for Contractor's purposes under the contract. Contractor's reliance on any DNR advice regarding the method or manner of performance shall not relieve Contractor of any risk or obligation under the contract. Contractor retains the final responsibility for its operations under this contract and DNR shall not be liable for any injuries resulting from Contractor's reliance on any DNR advice regarding the method or manner of performance.

### A-06 Performance Security

Contractor agrees to furnish, within ten (10) business days of receipt of the award letter, security in the amount of [ten percent (10%) of the total awarded contract price]. The security shall be in the form of certified check or cashiers' check made payable to the Washington State Department of Natural Resources, an irrevocable letter of credit, or a savings account assignment. A letter of credit must comply with Title 62A RCW, Article 5. This security guarantees performance of this contract and payment of any damages resulting from Contractor's noncompliance with any

contract provisions, negligent or imprudent actions, or the law. Performance security must remain in full force over the duration of the contract. In the event DNR needs to utilize the security, Contractor may be required to replace the portion(s) utilized within five (5) business days of receiving written notice from DNR. Contractor shall not operate unless the performance security has been accepted by DNR. If at any time DNR decides that the security document or amount has become unsatisfactory, Contractor agrees to suspend operations and, within 30 days of notification, to replace the security with one acceptable to DNR or to supplement the amount of the existing security.

**A-07 Contract Modification or Cancellation**

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

**A-08 Attachments**

The following attached documents are hereby incorporated by reference:

No attachments.

**A-09 Compliance with all Laws**

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

**A-10 Licenses and Permits**

Contractor shall, without additional expense to DNR, obtain all required licenses and permits necessary for executing the contract.

**A-11 Indemnity**

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless DNR and all officials, agents and employees of DNR, from and against all claims arising out of or resulting from the performance of the contract. "Claim" as used in this contract means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Contractor's obligations to indemnify, defend, and hold harmless includes any claim by Contractor's agents, workers, or representatives. Contractor expressly agrees to indemnify, defend, and hold harmless DNR for any claim arising out of or incident to Contractor's performance or failure to perform the contract. Contractor's obligation to indemnify, defend, and hold harmless DNR shall not be eliminated or reduced by any actual or alleged concurrent negligence of DNR or its agents, agencies, employees and officials. Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless DNR and its agencies, officials, agents or employees.

**A-12 Insurance**

Contractor shall, at all times during the term of this contract at its cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in the termination of the contract at DNR's option.

All insurance and surety bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. If an insurer is not admitted, all insurance policies and procedures for

issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

DNR shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications:

**A. Insurers subject to Chapter 48.18 RCW (admitted and regulated by the Insurance Commissioner):** The insurer shall give DNR 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, DNR shall be given ten (10) days advance notice of cancellation.

**B. Insurers subject to Chapter 48.15 RCW (surplus lines):** DNR shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, DNR shall be given ten (10) days advance notice of cancellation.

Before starting work, Contractor shall furnish DNR with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified and, if requested, copies of policies to DNR. The certificate of insurance shall reference the State of Washington, Department of Natural Resources, and the contract number.

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, umbrella, and property insurance policies.

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 DNR.

Contractor waives all rights against DNR for recovery of damages to the extent these damages are covered by general liability or umbrella insurance maintained pursuant to this contract.

If Contractor is self-insured, evidence of its status as a self-insured entity shall be provided to DNR. If requested by DNR, Contractor must describe its financial condition and the self-insured funding mechanism.

By requiring insurance herein, DNR 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 and reimbursements granted to State in this contract.

The limits of insurance, which may be increased by DNR, as deemed necessary, shall not be less than as follows:

**A. Commercial General Liability (CGL) Insurance:** Contractor shall maintain general liability (CGL) insurance covering claims for bodily injury, personal injury, or property damage arising on the property and/or out of Contractor's operations and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 (or a substitute form for providing equivalent coverage). All insurance shall cover liability

arising out of premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract), and contain separation of insured (cross liability) condition.

**B. Employer's Liability ("Stop Gap") Insurance:** Contractor shall buy employer's liability insurance, and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 for each accident for bodily injury by accident or \$1,000,000 for each worker for bodily injury or disease.

**C. Business Auto Policy (BAP):** Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto." Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense" as provided in the 1990 or later editions of CA 00 01. Contractor waives all rights against DNR for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

**D. Workers' Compensation Coverage:** Contractor shall comply with all State of Washington workers' compensation statutes and regulations. Coverage shall include bodily injury (including death) by accident or disease, which exists out of or in connection with the performance of this contract. Except as prohibited by law, Contractor waives all rights of subrogation against DNR for recovery of damages to the extent they are covered by workers' compensation, employer's liability, commercial general liability, or commercial umbrella liability insurance.

If Contractor fails to comply with all state of Washington workers' compensation statutes and regulations and DNR incurs fines or is required by law to provide benefits to or obtain coverage for such workers, Contractor shall indemnify DNR, consistent with Clause A-11, above.

### **A-13 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 workers performing the Work and other persons who may be affected by the Work and prevent damage to property at the Unit or adjacent to it. 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, 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 its workers or adjoining property, Contractor is responsible to act to prevent such threatened loss or injury. Within 24 hours of any emergency, Contractor shall notify the Compliance Forester. Contractor shall prepare an incident report and submit it to DNR's Region Manager within five (5) business days following an emergency if directed to do so by the Compliance Forester.
- C. The Compliance Forester reserves the right to shut down the Work area when any condition

of imminent danger is present. The Work area will remain shut down until the danger has been removed by Contractor.

**A-14 Venue**

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

**A-15 Dispute Resolution**

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

- A. Any concerns or disputes which 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 Contractor's satisfaction, Contractor will notify the Contract Manager in writing of its dispute with specificity. The Contract Manager will review and provide a written suggestion for resolution within ten (10) business days.
- C. If Contractor is not satisfied with the Contract Manager's response, it will notify the Region Manager in writing of its dispute. The Region Manager will review and set a meeting with Contractor within fifteen (15) business days, unless Contractor agrees to a longer period. After the meeting, the Region Manager will provide a written response.

**A-16 Subcontracting**

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

**A-17 Nondiscrimination**

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

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 Contractor may be declared ineligible for further contracts with DNR. Contractor shall, however, be given a reasonable time in which to cure this noncompliance.

**A-18 Pre-Work Conference**

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

**A-19 Purpose of the Pre-Work Conference**

The purpose of the Pre-Work Conference is for DNR and Contractor to agree upon and document the following on the Pre-Work Conference Form:

- A. Name(s) and contact information for Contractor and Designated Contract Representative(s), including all personnel authorized to sign Unit completion forms and payment invoices;
- B. Names(s) and contact information for the Contract Manager and Compliance Forester(s);
- C. The Work Schedule for this contract;

- D. Time interval(s) at which Units will be processed for payment; and
- E. Clarification of any unique requirements or conditions of the Work within this contract prior to commencing Work.

**A-20 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 get back on schedule. The notification does not relieve Contractor of its obligation to complete the Work within the time required by this contract.

**A-21 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 schedule to reconcile with the actual progress of the Work. The Compliance Forester may require a meeting prior to granting a revision. A revision to the Work Schedule for one Unit shall not change the timing for any other Unit unless expressly authorized. In the event 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 required.

**A-22 Work Days**

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

**A-23 Breach of Contract**

Contractor's unsatisfactory performance of contract requirements shall constitute breach of contract. DNR may require reworking of portions of Unit(s), or withhold funds from the performance security.

**A-24 Default of Contract**

Contractor's breach of contract or failure to comply with the Work Schedule may lead to default of contract. If DNR determines that the contract is in default, it may exercise its right to terminate the contract, with forfeiture of performance security, and/or make a claim for damages.

**A-25 Washington State Forest Fire Protection Requirements**

Contractor and workers 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](#)

**A-26 Inspection**

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

**A-27 Fire Extinguishers**

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

**A-28 Spark Arresters**

All of Contractor's spark emitting engines will be equipped with spark arresters. The lists adopted by the agency are from the National Wildfire Coordinating Group (NWCG): [NWCG approved spark arrestor lists](#)

**A-29 Open Fires**

Contractor shall not build any open fires at any time of the year in the contract area without first obtaining written permission from the Compliance Forester.

**A-30 Removal of Merchantable Products**

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

**A-31 Garbage**

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

**A-32 Camping**

Contractor is prohibited from using or authorizing its workers to camp on DNR managed lands outside of designated camp grounds.

**A-33 Term of Contract** The term of this contract is from March 31, 2014 to May 9, 2014. The contract shall not be extended without written permission from the DNR Region Manager.

## SECTION I-B: SPECIFICATIONS FOR THE ACTIVITY

Contractor shall transport, mix, and apply herbicide to all Units according to the specifications of this section and as identified on the Unit Description Form.

### **B-01 Workers, Supervision, Equipment, and Materials**

Contractor shall provide all of the following:

- A. A minimum crew size of 5 workers unless otherwise approved by the Compliance Forester;
- B. Adequate crew supervision, including at least one qualified non-spraying, English speaking foreperson per crew, unless otherwise allowed by the Compliance Forester. The foreperson must have one season (at least three (3) months) of spraying experience. Documentation of a foreperson's experience shall be provided to DNR upon request;
- C. A licensed Commercial Operator or Applicator in the Work area when herbicide is being applied.
- D. Transportation for all workers, equipment, and materials to the Units.
- E. Serviceable equipment to satisfactorily accomplish treatment of acres described in the Unit Description.
- F. All safety equipment needed to meet all legal requirements for the Work.
- G. All approved herbicides, adjuvants and carriers for the Work as specified in the Unit Description(s). Approved substitutions for brand name herbicides are listed below.

| Brand Name Herbicides And<br>Adjuvants | Approved Substitute(s)                               |   |
|--|--|---|
| Garlon 4<br>EPA # 62719-40             | Element 4<br>Tahoe 4E<br>Triclopyr 4                 | EPA # 62719-40<br>EPA # 228-517<br>EPA # 81927-11 |
| Petroleum Substitute                   | W.E.B. Oil<br>Brush and Basal Oil<br>Forest Crop Oil | N/A<br>N/A<br>N/A                                 |

- H. 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 DNR.
- I. Contractor shall bear all costs of operation not specifically furnished by DNR.

### **B-02 Herbicide Application Requirements**

Contractor shall be responsible for all of the following:

- A. Mixing and applying herbicide on site as per the Unit Description(s).
- B. Upon request, providing a sample of the herbicide solution being applied as treatment.
- C. Keeping written English language 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 DNR's "Chemical Application Record". Contractor shall provide DNR with such records prior to payment for Work completed, or at any time earlier if requested by DNR.

- D. Keeping herbicide from contacting conifer trees.
- E. Marking treatment strips, spots, stems, or clumps with flagging and/or semi-permanent marker as specified in Pre-Work Conference.
- F. Properly disposing of all herbicide solutions, residues and empty containers in accordance with applicable laws.
- G. Refraining from applying herbicide to DNR designated buffer area.
- H. Immediately removing any debris or soil deposited in ditches, culverts, or roadways.
- I. Avoiding any activities that will result in excessive deterioration of ditches, culverts, or roadways.

### **B-03 Boundaries**

The boundaries depicted on Unit Map (Section II-B) delineate the Work area. Contractor is responsible for completing all Work to boundaries. The spray boundaries will consist of easily identifiable features (including but not limited to roads, streams, or abrupt changes in forest type or age). Flagging will be used for areas where identifiable features are absent. Contractor is responsible for understanding the location of all boundaries. Failure to complete Work to boundaries in any Unit renders Work in that Unit incomplete, and no payment will be made to Contractor for any Work on that Unit. No payment will be provided for Unit(s) with Work that extends beyond Unit boundaries. Work extending beyond Unit boundaries will be considered breach of contract. See Clause A-23, above.

### **B-04 Contractor Safety Responsibilities**

In addition to the Safety Compliance requirements identified in Clause A-13, Contractor is responsible for initiating, maintaining, and supervising the additional safety precautions below, and ensuring that workspaces and materials meet the following requirements in connection with the performance of the work.

- A. 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 DNR. DNR shall, at all times, have a right of access to all records of exposure.
- B. 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.
- C. Contractor shall provide all persons working in the Work area 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 in the Work area 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 in the Work area 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 in the Work area 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.
3. 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:
  - a. Contractor shall not keep, use, dispose, transport, generate, or sell on or about the Work area, 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.
  - b. Contractor shall promptly notify DNR 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 DNR of all failures to comply with any federal, state, or local law, regulation, or ordinance; all inspections of the Work area 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 in the Work area.

- c. Contractor shall perform all Work with due regard for the safety of the public, and shall minimize interruptions of vehicular traffic or inconveniences to pedestrians. Contractor shall be responsible to make all arrangements to care for such traffic. All expenses involved in the maintenance of traffic by way of detours shall be borne by Contractor.

**B-05 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 section of the contract, the specific requirements of the Unit Description will prevail.

**B-06 Weather Conditions**

Contractor shall be responsible for ceasing operations when product labeling, local industry standards, or other information 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. Air temperature of less than 40 degrees F (40°F) or greater than 85 degrees F (85°F); or
- B. Wind velocity greater than twelve (12) miles per hour; or
- C. Soil rainfall causes water to run down stems of target plants; or
- D. The Compliance Forester determines spray conditions are unsuitable.

If any of these conditions exist on the site, the Compliance Forester may direct Contractor or foreperson to cease operations until weather conditions improve.

**B-07 Department of Natural Resources Obligations**

DNR shall be responsible for providing a Compliance Forester to acquaint 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 I-C: Compliance Inspection and Payments**

### **C-01 Field Inspections**

The Compliance Forester will conduct periodic inspections. Inspections may be done concurrently with Work but will be completed no later than five (5) business days after Work completion on the Unit. Inspection of and payment for Work performed will be based on acreage completed.

- A. The Compliance Forester will use specifications contained in Section I-B and in the Unit Description to determine if Work performed is satisfactory.
- B. The Compliance Forester may at his/her 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-02 Re-work of Unsatisfactory Units**

The Compliance Forester may require Contractor to re-work a Unit on which Contractor's Work performance is not rated satisfactory. The Compliance Forester may require the re-work to be completed prior to starting Work on a new Unit. Reworked areas will be reexamined for contract compliance, the resulting performance rating will supersede the previous performance rating for the area in question.

If Contractor refuses to re-work the Unit, DNR may then pursue its available remedies for either breach (Clause A-23) or default (Clause A-24) of contract. If Contractor re-works the Unit and it is rated unsatisfactory a second time, DNR may consider this breach or default of contract.

The Compliance Forester is not required to give Contractor the opportunity to re-work Unit(s) with unsatisfactory performance ratings. In some cases, DNR may not have the additional staff needed to perform contract compliance for such re-work, and Contractor's overall performance on this contract may indicate that Contractor will be unable to improve the quality of Work enough to justify the additional time and expense of re-working Unit(s). In these cases, the Compliance Forester may choose to simply calculate an appropriate reduction in payment in accordance with Clause C-03-C and allow Contractor to continue Work on other Unit(s).

### **C-03 Payments**

DNR will issue payments after field inspections have been completed. Payments will be made using the following criteria to determine rates and schedules:

#### **A. L&I Insurance Premiums**

DNR shall retain ten percent (10%) of all payments due to Contractors who hire workers as security for Labor & Industries industrial insurance premiums owed for its workers. After completion of the contract, and upon determination that Contractor has met all financial obligations for industrial insurance premiums related to the contract, the 10% retainage will be returned to Contractor.

#### **B. Payment Schedule**

The DNR shall make payments, in such amounts as DNR determines are properly due in accordance with the Work Schedule. Payments 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 A-19) and will be set forth in the Work Schedule which shall become a part of this Contract once approved by DNR. DNR will attempt to comply with the desires and needs of

Contractor but assumes no legal duty or obligation to adhere to the schedule of payment so arranged.

**C. Partial Payment**

Partial Payment may be made upon completion of part of a unit as determined by DNR. Request for partial payment is to be made by Contractor utilizing Contractor's Billing Invoice and Compliance Report provided by DNR. Contractor or Designated Contract Representative shall sign Contractor's Billing Invoice and Compliance Report after completion of each such "sub-unit" being submitted for payment. DNR will then make payment recommendations for the invoice and forward Contractor's Billing Invoice and Compliance Report to DNR's Region office for processing.

**D. Unit Completion Form**

Contractor or Designated Contract Representative shall sign the Unit completion form after completion of each partial Unit being submitted for payment, or at the conclusion of Work and completion of the Compliance Inspection for each Unit. The Compliance Forester will make payment recommendations for the invoice and forward the Unit completion form to the Contract Manager for processing.

**E. Verification Traverse**

If a Unit's acreage is disputed, Contractor may request a verification traverse by DNR. The request must be in writing and signed by Contractor. DNR will base the rate of pay on the acres determined from the verification traverse. If the net acres specified in the Unit Description (Section II-A) are correct within plus or minus five percent ( $\pm 5\%$ ) after the verification traverse, Contractor shall pay for the verification traverse at a rate of ten dollars (\$10.00) per one hundred (100) feet of traversed boundary.

**F. Reduction in Payment**

DNR 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 DNR 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 DNR 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 DNR as the result of Contractor's fault or negligent acts or omissions.

**Contract 1470 - Section III - Northwest Region Unit Description: Special Requirements and General Information**

| UNIT NUMBER | LEGAL         | FMCNAME             | ACRES                       | Special Requirements |                      |  |                      |          |                   | General Information |         |  |          |
|-------------|---------------|---------------------|-----------------------------|----------------------|----------------------|--|----------------------|----------|-------------------|---------------------|---------|--|----------|
|             |               |                     |                             | ACTIVE INGREDIENT    | AI CONCENTRATION     | MIX RATIO                                    | CARRIER              | DYE      | MINIMUM CREW SIZE | ELEVATION (feet)    | SLOPE % | TRUST ACRES                            | COMMENTS |
| NW-1        | T40N R06E S20 | SALSA U2            | 52                          | Triclopyr            | 4.0 lbs/gal or 61.6% | 75% Triclopyr and 25% basal oil per solution | Petroleum Substitute | Required | 5                 | 1456-2017           | 11-80   | 01 - 52 ac.                            |          |
| NW-2        | T40N R06E S21 | SWEET N SOUR U1     | 12                          | Triclopyr            | 4.0 lbs/gal or 61.6% | 75% Triclopyr and 25% basal oil per solution | Petroleum Substitute | Required | 5                 | 877-1139            | 9-70    | 01 - 4 ac.<br>03 - 3 ac.<br>08 - 5 ac. |          |
| NW-3        | T39N R05E S14 | CANYON TIE U2       | 57                          | Triclopyr            | 4.0 lbs/gal or 61.6% | 75% Triclopyr and 25% basal oil per solution | Petroleum Substitute | Required | 5                 | 733-1469            | 0-69    | 01 - 37 ac.<br>10 - 20 ac.             |          |
| NW-4        | T38N R05E S14 | JORGENSEN           | 38                          | Triclopyr            | 4.0 lbs/gal or 61.6% | 75% Triclopyr and 25% basal oil per solution | Petroleum Substitute | Required | 5                 | 624-1243            | 0-107   | 01 - 3 ac.<br>03 - 35 ac.              |          |
| NW-5        | T38N R05E S24 | SILVER STAR U2      | 16                          | Triclopyr            | 4.0 lbs/gal or 61.6% | 75% Triclopyr and 25% basal oil per solution | Petroleum Substitute | Required | 5                 | 871-1561            | 0-52    | 01 - 16 ac.                            |          |
| NW-6        | T38N R05E S24 | AQUA MARINE U1      | 14                          | Triclopyr            | 4.0 lbs/gal or 61.6% | 75% Triclopyr and 25% basal oil per solution | Petroleum Substitute | Required | 5                 | 885-1239            | 1-48    | 01 - 14 ac.                            |          |
| NW-7        | T34N R05E S9  | THE SKIPPER U1      | 8                           | Triclopyr            | 4.0 lbs/gal or 61.6% | 75% Triclopyr and 25% basal oil per solution | Petroleum Substitute | Required | 5                 | 855-1212            | 0-41    | 03 - 13 ac.                            |          |
| NW-8        | T33N R07E S31 | NOCAB U1            | 51                          | Triclopyr            | 4.0 lbs/gal or 61.6% | 75% Triclopyr and 25% basal oil per solution | Petroleum Substitute | Required | 5                 | 1048-1705           | 1-113   | 01 - 15 ac.<br>10 - 36 ac.             |          |
| NW-9        | T32N R06E S8  | SALISH VIEW         | 78                          | Triclopyr            | 4.0 lbs/gal or 61.6% | 75% Triclopyr and 25% basal oil per solution | Petroleum Substitute | Required | 5                 | 593-1170            | 0-65    | 01 - 78 ac.                            |          |
| NW-10       | T32N R06E S35 | TREMBLE U1          | 77                          | Triclopyr            | 4.0 lbs/gal or 61.6% | 75% Triclopyr and 25% basal oil per solution | Petroleum Substitute | Required | 5                 | 479-1660            | 1-79    | 01 - 77 ac.                            |          |
| NW-11       | T28N R08E S2  | WORTHY ADVERSARY U2 | 12                          | Triclopyr            | 4.0 lbs/gal or 61.6% | 75% Triclopyr and 25% basal oil per solution | Petroleum Substitute | Required | 5                 | 1107-1904           | 0-88    | 03 - 12 ac.                            |          |
|             |               |                     | <b>Total Acres for Item</b> |                      |                      | <b>415</b>                                   |                      |          |                   |                     |         |  |          |

Contract period is from Monday, 3/31/14, through Friday, 5/9/14.

Current substitutions for triclopyr allowed are: Garlon 4, Element 4, Tahoe 4E. Current substitutions for carriers allowed are: W.E.B. Oil, Brush and Basal Oil, and Forest Crop Oil. Minimum crew size refers to number of herbicide applicators and not crew foremen.

Treatment Rates and Techniques: (Thinline) Apply herbicide with a backpack sprayer in a thin stream to all sides of the 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. No water is included as part of the carrier. Herbicide must be mixed on site in the presence of the DNR compliance representative. Applicator's equipment and application method must be in compliance with herbicide labels and Department of Agriculture regulations.

See attached maps for boundary descriptions.

## **SECTION II-B: UNIT MAPS**

# UNIT MAP

## Ground Herbicide

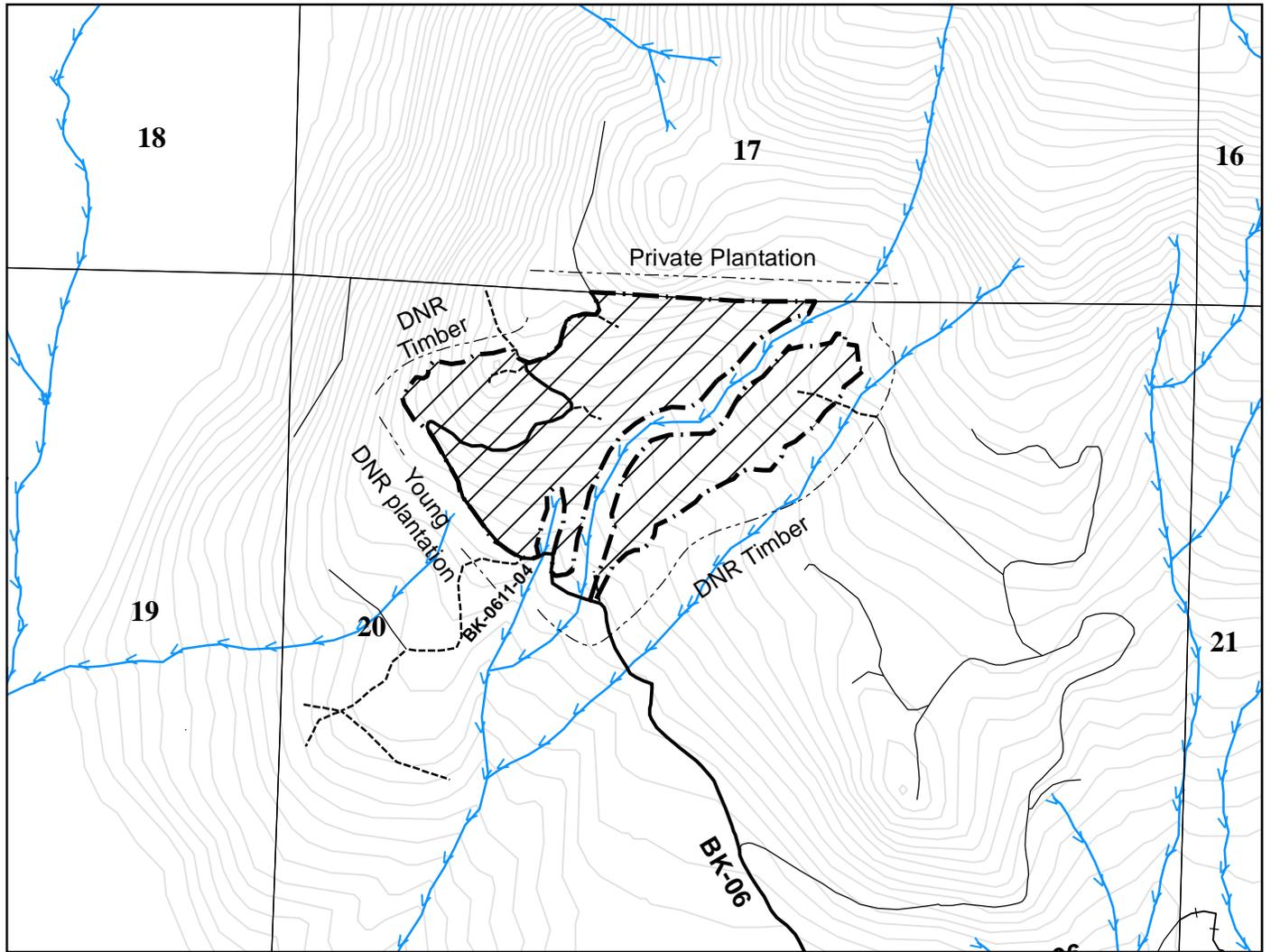
Invitation to Bid No. 1470

Unit No. NW - 1

UNIT NAME: SALSA U2  
 FMU ID: 15996  
 TRUST: 01  
 ACRES: 52

REGION: NORTHWEST  
 LOCAL: DEMING  
 COUNTY: WHATCOM

LEGAL: T40N R06E S20



Directions: From the intersection of HWY 20 and Silver Lake Rd. in Maple Falls, travel east on HWY 542 3.7 miles to the BK-ML. Turn left onto the BK-ML, pass through the red gate, and travel 0.6 mile to the BK-06. Turn left onto the BK-06 and travel 0.8 mile to a "Y" intersection. Veer left at the "Y" and travel 0.3 mile to another intersection. Stay straight and travel 0.4 mile to the unit.

# UNIT MAP

## Ground Herbicide

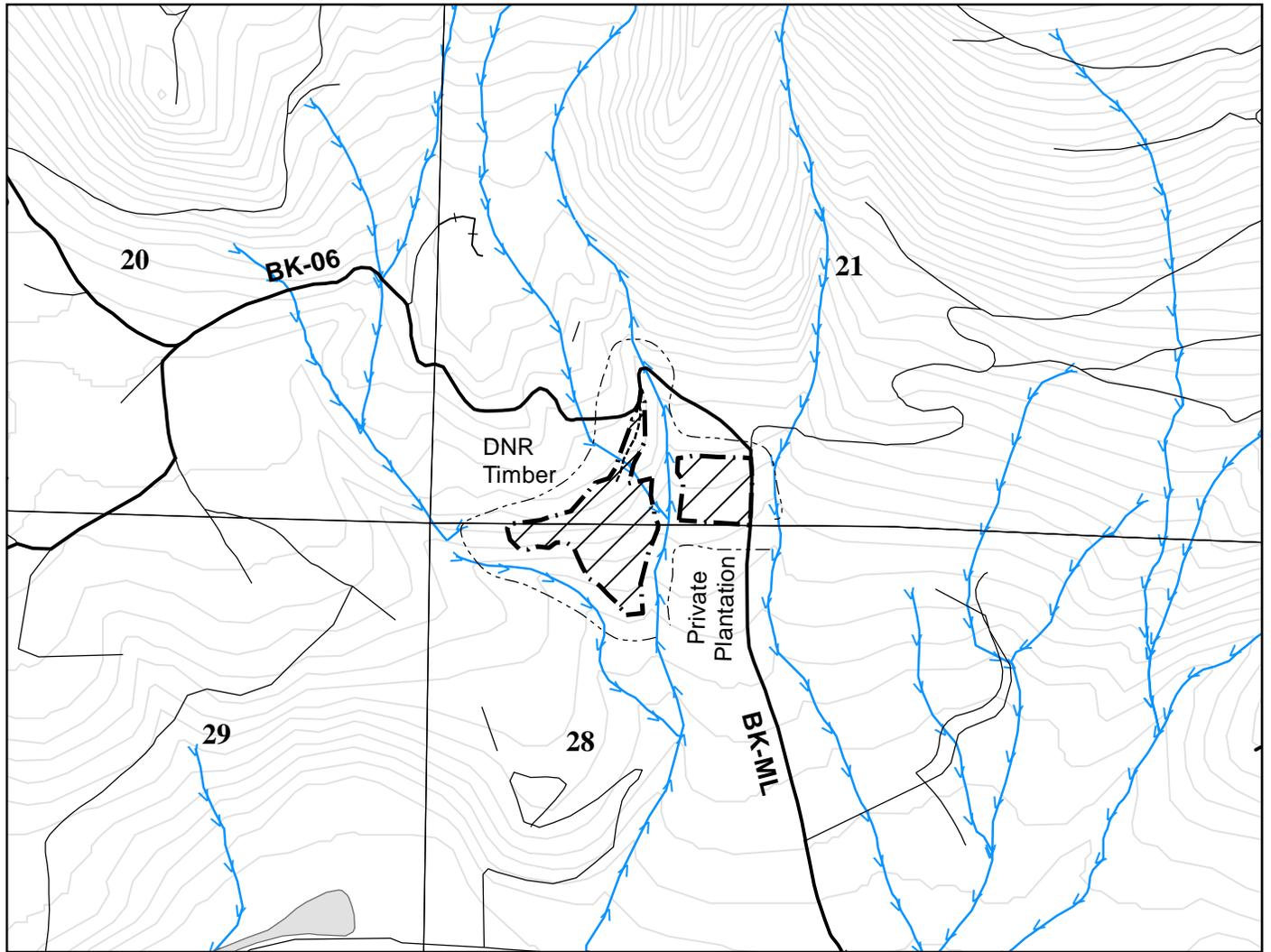
Invitation to Bid No. 1470

Unit No. NW - 2

UNIT NAME: SWEET N SOUR U1  
 FMU ID: 16032  
 TRUST: 01, 03, 08  
 ACRES: 12

REGION: NORTHWEST  
 LOCAL: DEMING  
 COUNTY: WHATCOM

LEGAL: T40N R06E S21



Directions: From the intersection of HWY 20 and Silver Lake Rd. in Maple Falls, travel east on HWY 542 3.7 miles to the BK-ML. Turn left onto the BK-ML, pass through the red gate, and travel 0.5 mile to the unit.

# UNIT MAP

## Ground Herbicide

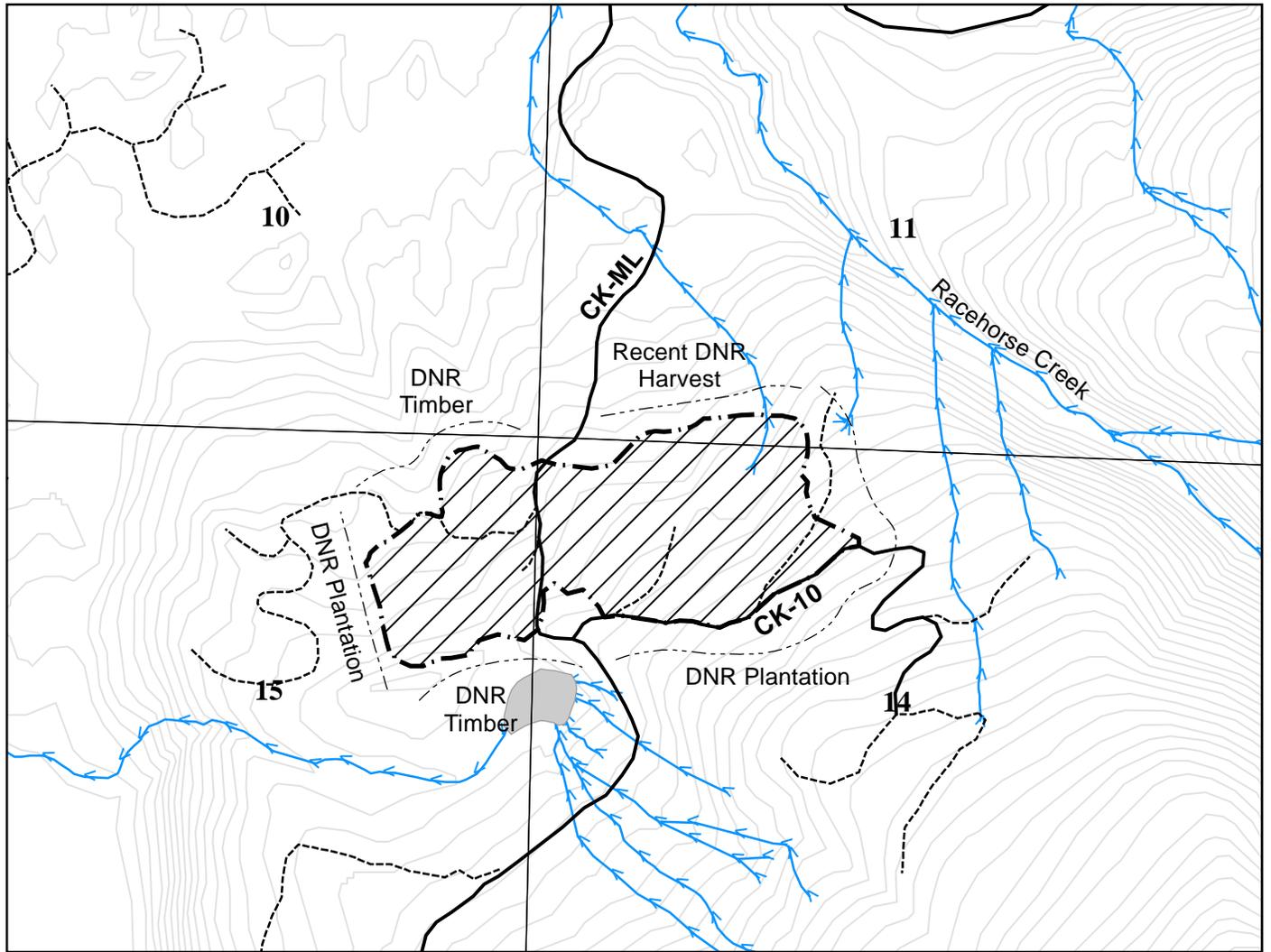
Invitation to Bid No. 1470

Unit No. NW - 3

UNIT NAME: CANYON TIE U2  
 FMU ID: 12623  
 TRUST: 01, 10  
 ACRES: 57

REGION: NORTHWEST  
 LOCAL: DEMING  
 COUNTY: WHATCOM

LEGAL: T39N R05E S14



Directions: From Welcome, travel south on Mosquito Lake Rd 1.0 mile to the N. Fork Rd. Turn left onto the N. Fork Rd. and travel 2.0 miles to where the road turns to gravel. At this point the road turns to the NF-ML. Continue an additional 1.8 miles to and intersection with the CK-ML. Turn right onto the CK-ML and travel 0.7 mi to the unit.

# UNIT MAP

## Ground Herbicide

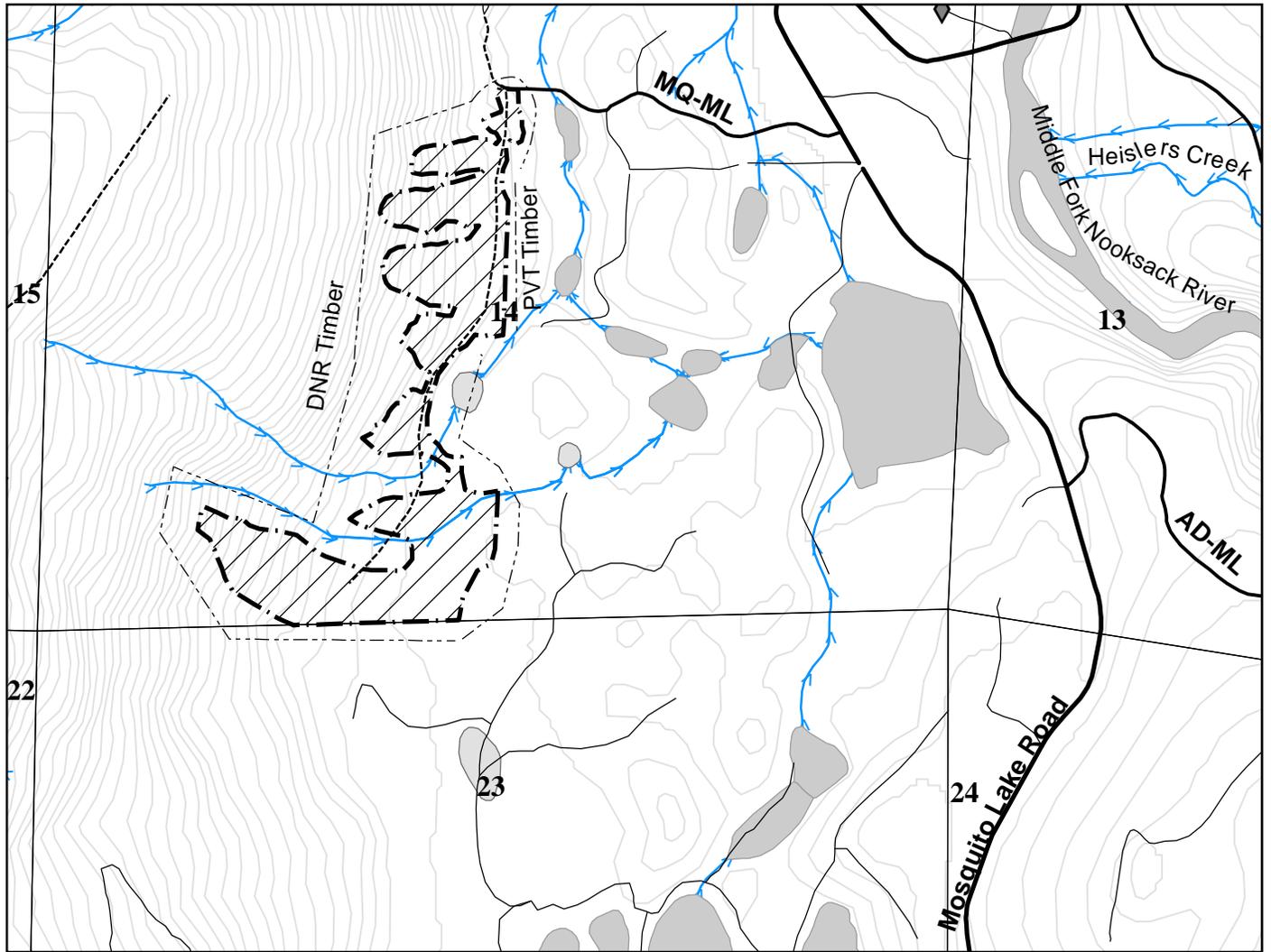
Invitation to Bid No. 1470

Unit No. NW - 4

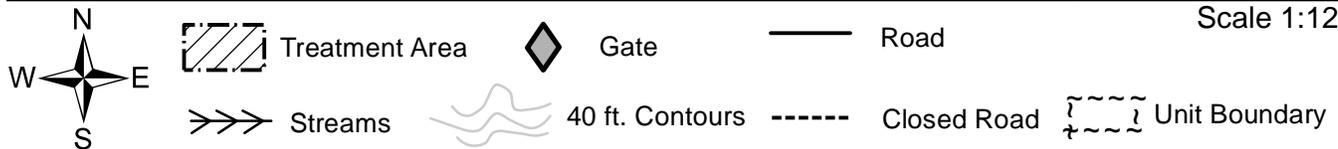
UNIT NAME: JORGENSEN  
 FMU ID: 31459  
 TRUST: 01,03  
 ACRES: 38

REGION: NORTHWEST  
 LOCAL: HAMILTON  
 COUNTY: WHATCOM

LEGAL: T38N R05E S14



Scale 1:12,000



Directions: From Sedro-Woolley travel north 14.7 miles on HWY 9 to the Mosquito Lake Rd. Turn right onto the Mosquito Lake Rd. and travel 6.4 miles to the MQ-ML. Turn left onto the MQ-ML and travel 0.4 mile to the abandoned road and unit on the left.

# UNIT MAP

## Ground Herbicide

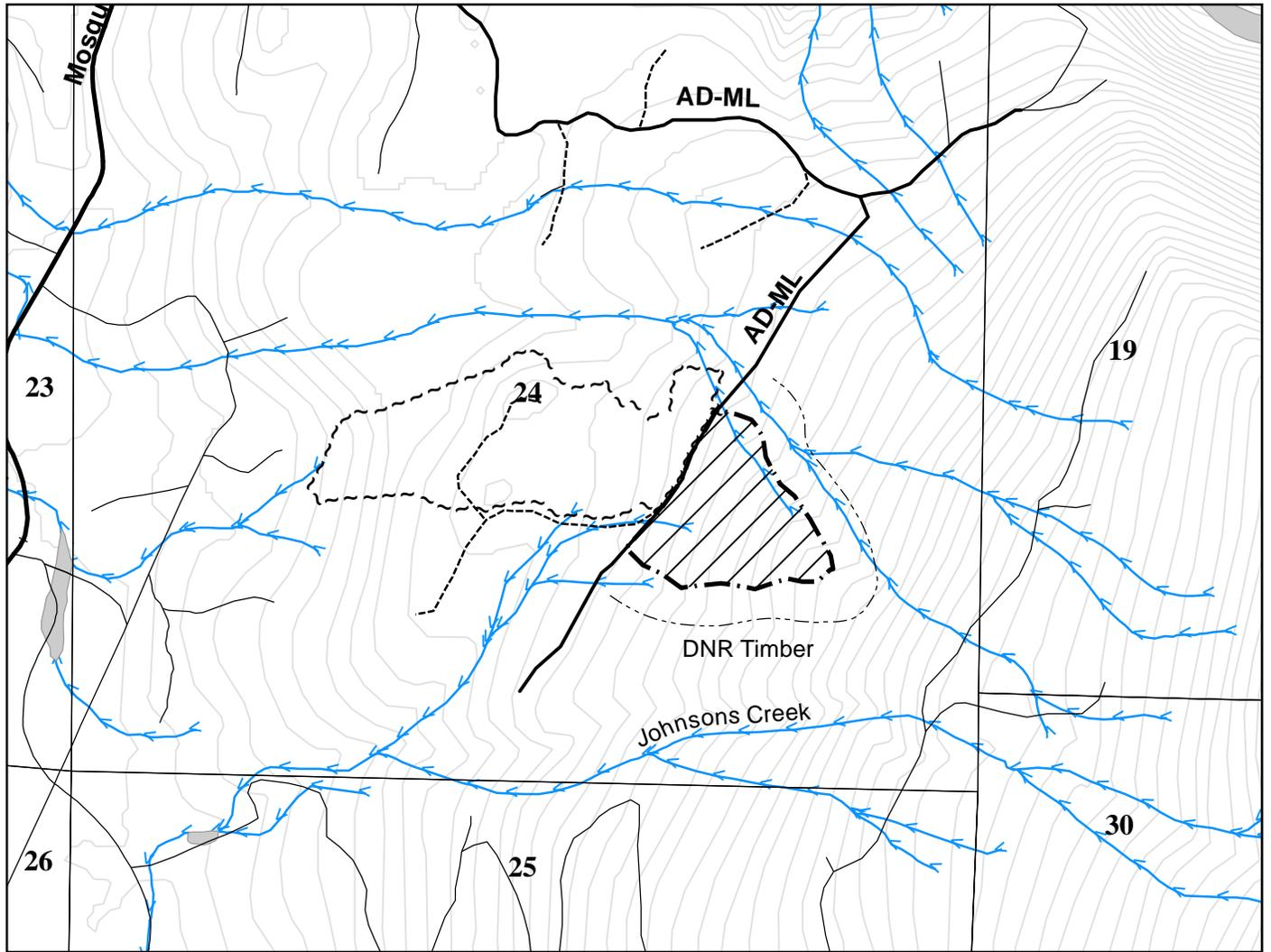
Invitation to Bid No. 1470

Unit No. NW - 5

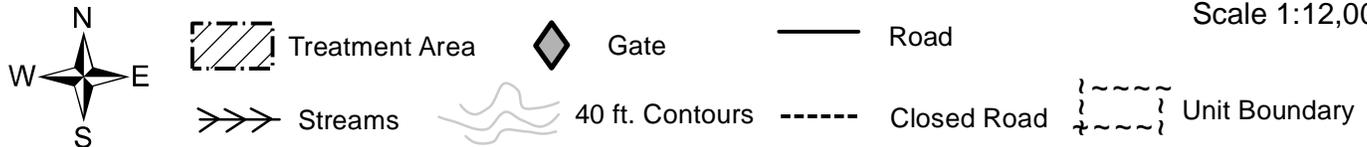
UNIT NAME: SILVER STAR U2  
 FMU ID: 27233  
 TRUST: 01  
 ACRES: 16

REGION: NORTHWEST  
 LOCAL: HAMILTON  
 COUNTY: WHATCOM

LEGAL: T38N R05E S24



Scale 1:12,000



Directions: From Sedro-Woolley travel north 14.7 miles on HWY 9 to the Mosquito Lake Rd. Turn right onto the Mosquito Lake Rd. and travel 6.1 miles to the AD-ML. Turn right onto the AD-ML and travel 1.0 mile. Turn right at the junction and travel 0.3 mile to the treatment area on the left.

# UNIT MAP

## Ground Herbicide

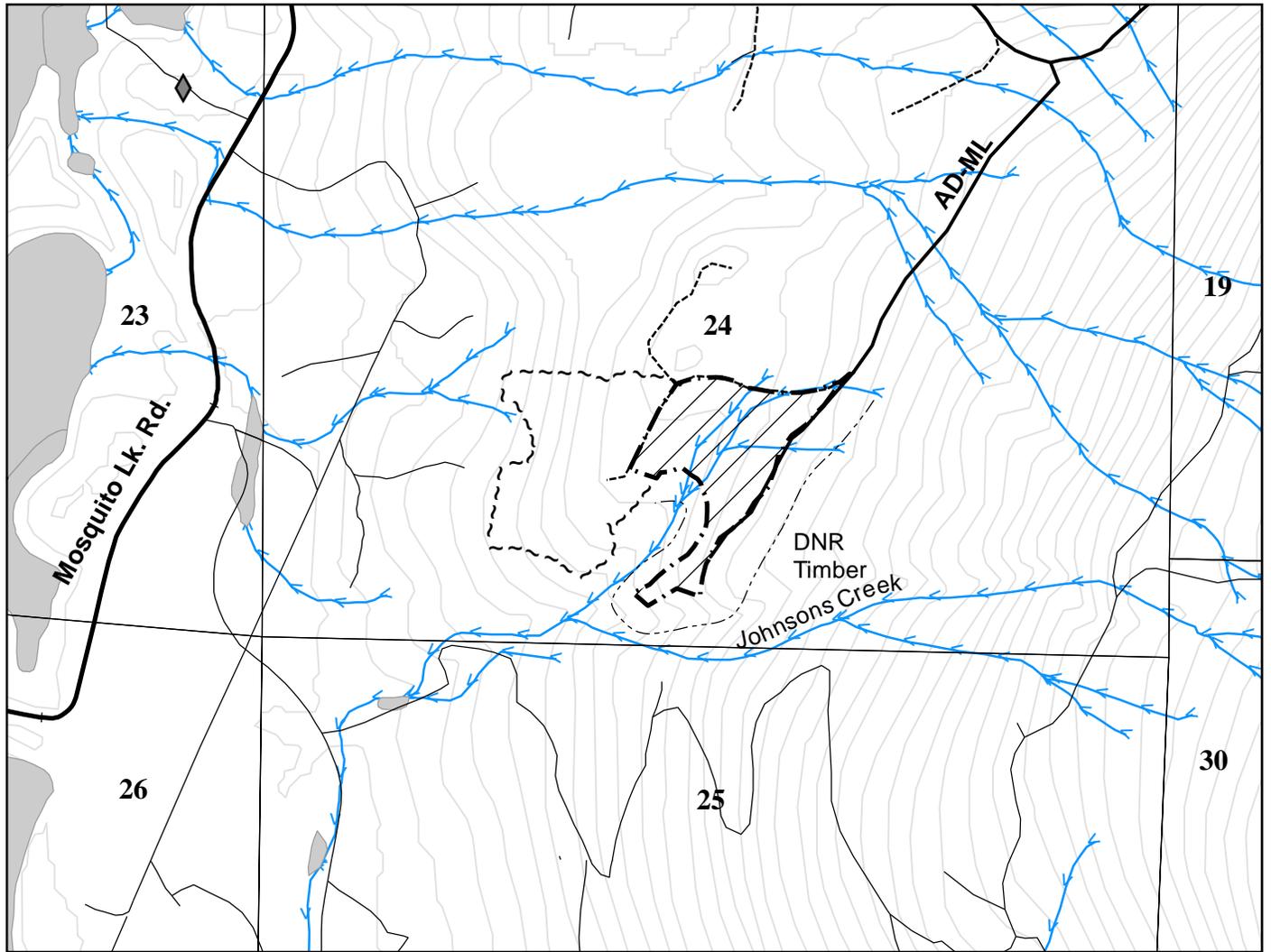
Invitation to Bid No. 1470

Unit No. NW - 6

UNIT NAME: AQUA MARINE 1  
 FMU ID: 27234  
 TRUST: 01  
 ACRES:14

REGION: NORTHWEST  
 LOCAL: HAMILTON  
 COUNTY: WHATCOM

LEGAL: T38N R05E S24



Directions: From Sedro-Woolley travel north 14.7 miles on HWY 9 to the Mosquito Lake Rd. Turn right onto the Mosquito Lake Rd. and travel 6.1 miles to the AD-ML. Turn right onto the AD-ML and travel 1.0 mile turn right at the junction and travel 0.6 mile to the treatment area on the right.

# UNIT MAP

## Ground Herbicide

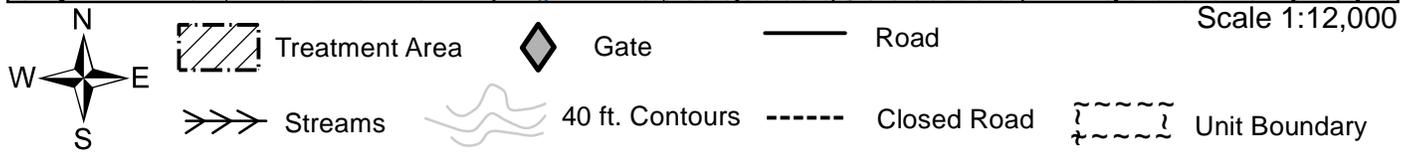
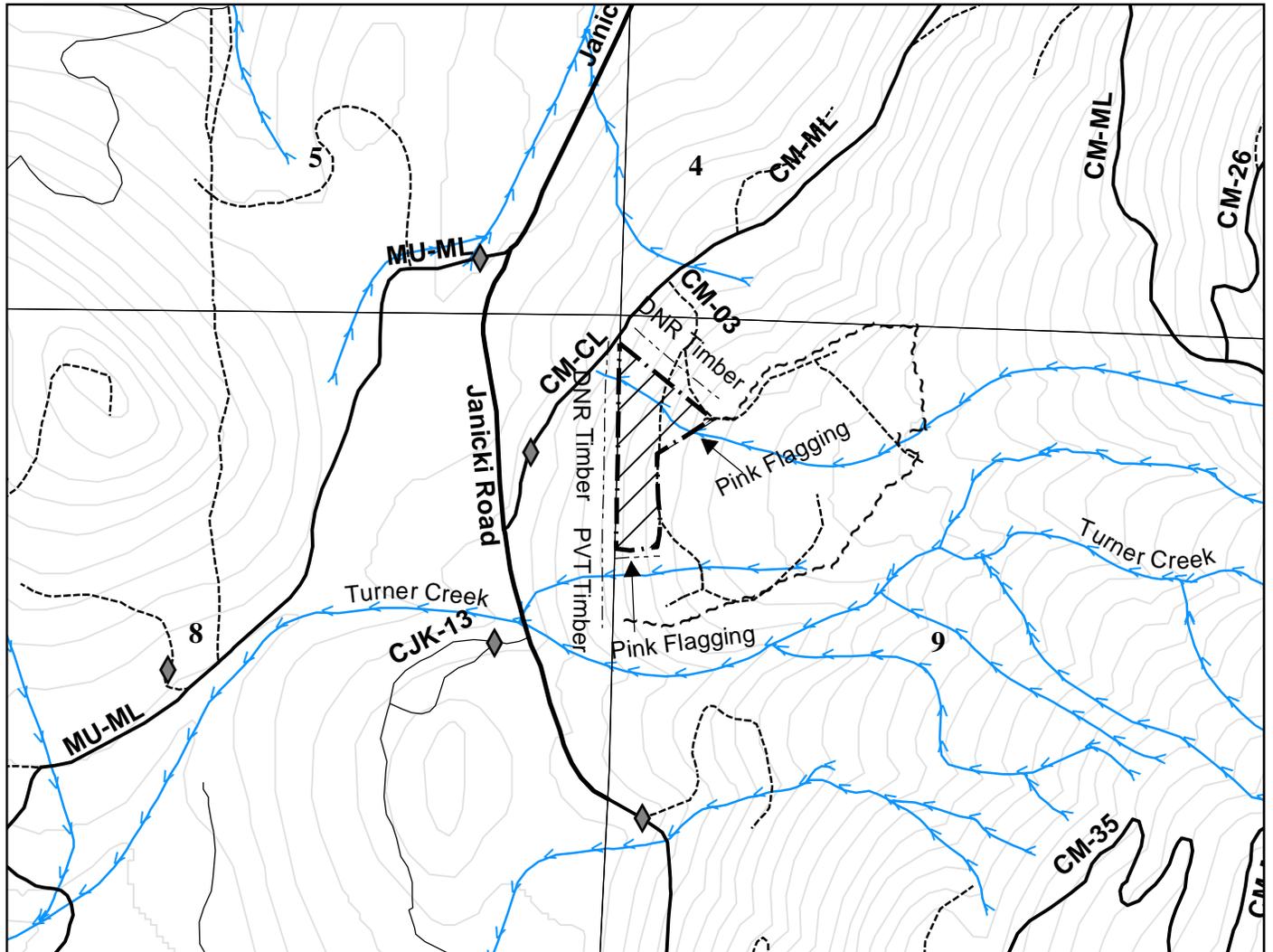
Invitation to Bid No. 1470

Unit No. NW - 7

UNIT NAME: THE SKIPPER U1  
 FMU ID: 42855  
 TRUST: 03  
 ACRES: 8

REGION: NORTHWEST  
 LOCAL: CLEAR LAKE  
 COUNTY: SKAGIT

LEGAL: T34N R05E S9



Directions: From Sedro-Woolley travel 2.6 miles South on S.R. 9 and turn left on Old Day Creek Rd. Travel 3.0 miles and turn right on Janicki Rd. Travel 0.7 mile and turn left onto the CM-ML. Travel 0.3 mile to the CM-03 which is abandoned. There is a 0.1 mile walk to the unit.

# UNIT MAP

## Ground Herbicide

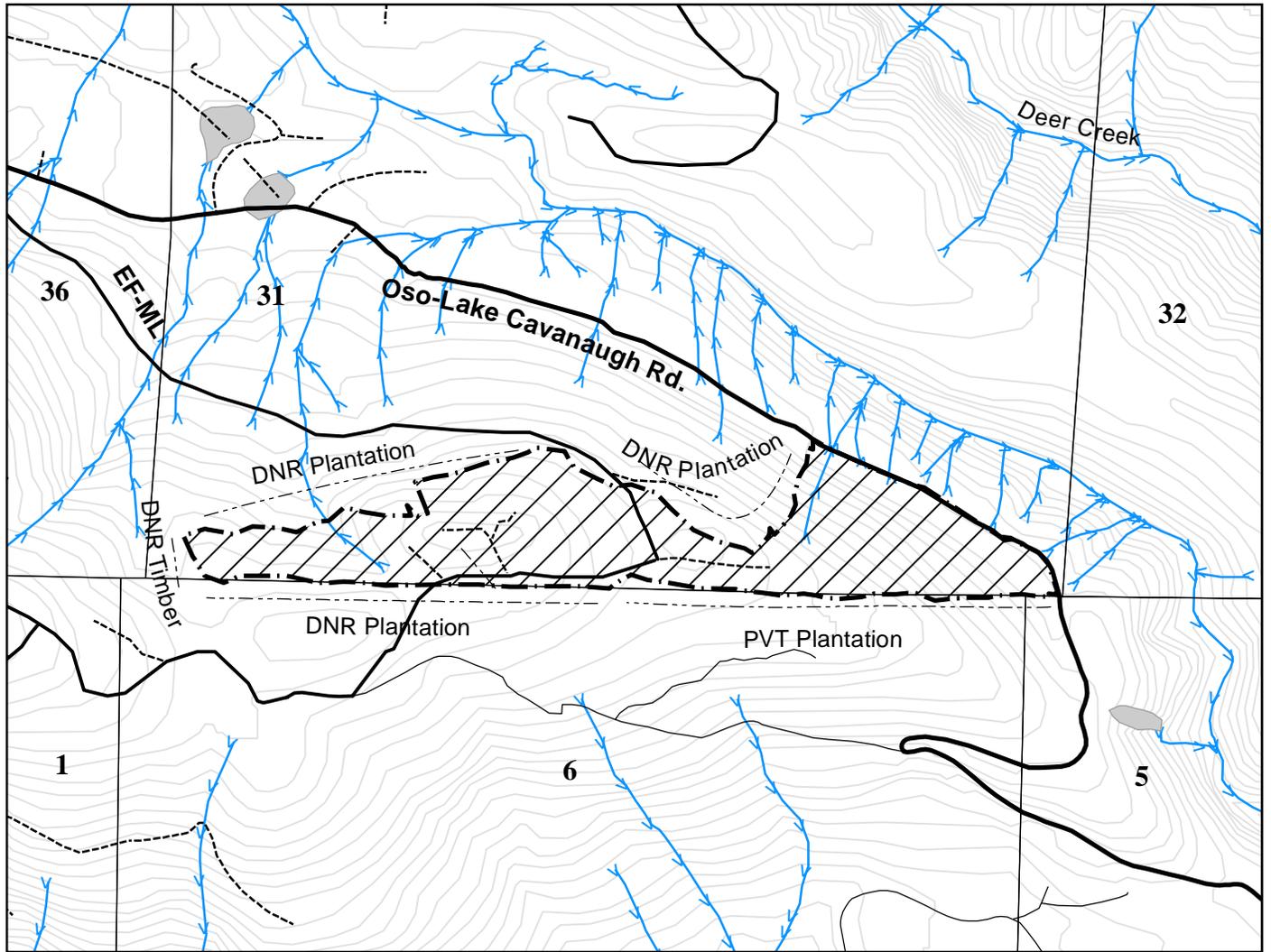
Invitation to Bid No. 1470

Unit No. NW - 8

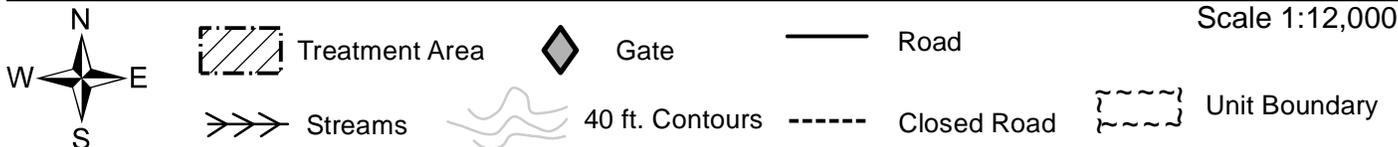
UNIT NAME: NOCAB U1  
 FMU ID: 44679  
 TRUST: 01, 10  
 ACRES: 51

REGION: NORTHWEST  
 LOCAL: CLEAR LAKE  
 COUNTY: SKAGIT

LEGAL: T33N R07E S31



Scale 1:12,000



Directions: Take State Highway 9 south from Sedro-Woolley 10 miles until you come to the Lake Cavanaugh Road turn left. Travel on the Lake Cavanaugh Road 10.5 miles until you arrive at South Lake Shore Drive. Turn right and stay on South Lake Shore Drive 3.8 miles until you come to Deer Creek Road otherwise known as the Oso-Lake Cavanaugh road. Turn right and travel 0.8 mile to the EF-ML. Turn right onto the EF-ML and travel .9 mile to the unit.

# UNIT MAP

## Ground Herbicide

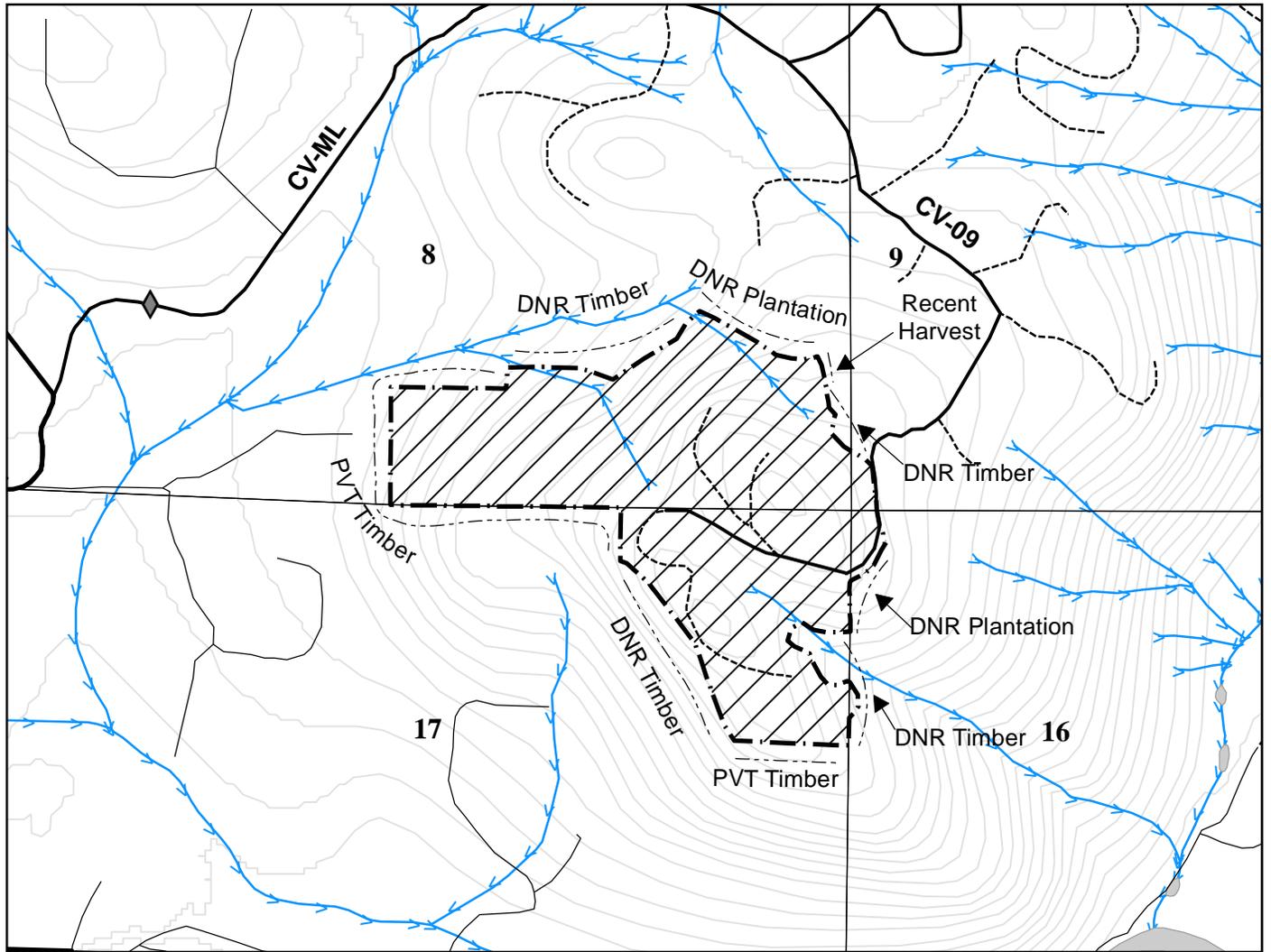
Invitation to Bid No. 1470

Unit No. NW - 9

UNIT NAME: SALISH VIEW  
 FMU ID: 35742  
 TRUST: 01  
 ACRES: 78

REGION: NORTHWEST  
 LOCAL: CLEAR LAKE  
 COUNTY: SNOHOMISH

LEGAL: T32N R06E S8



Directions: From Arlington travel 3.4 miles north on S.R. 9 and turn right on Grandview Rd. Travel 5.6 miles and turn left on the Heimer Rd. Follow the Heimer rd for 0.9 mile and turn right onto the CV-ML. Travel 0.9 mile and turn right on the CV-09. Travel 0.9 mile to the unit.

# UNIT MAP

## Ground Herbicide

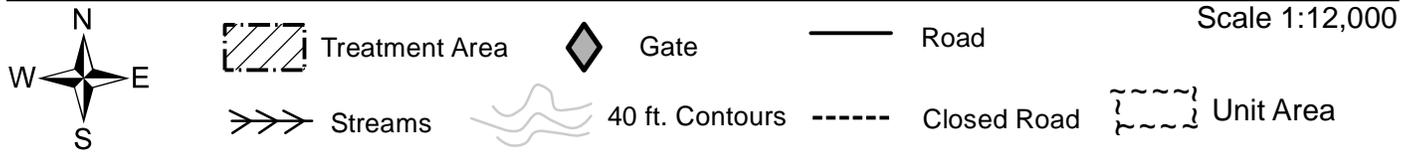
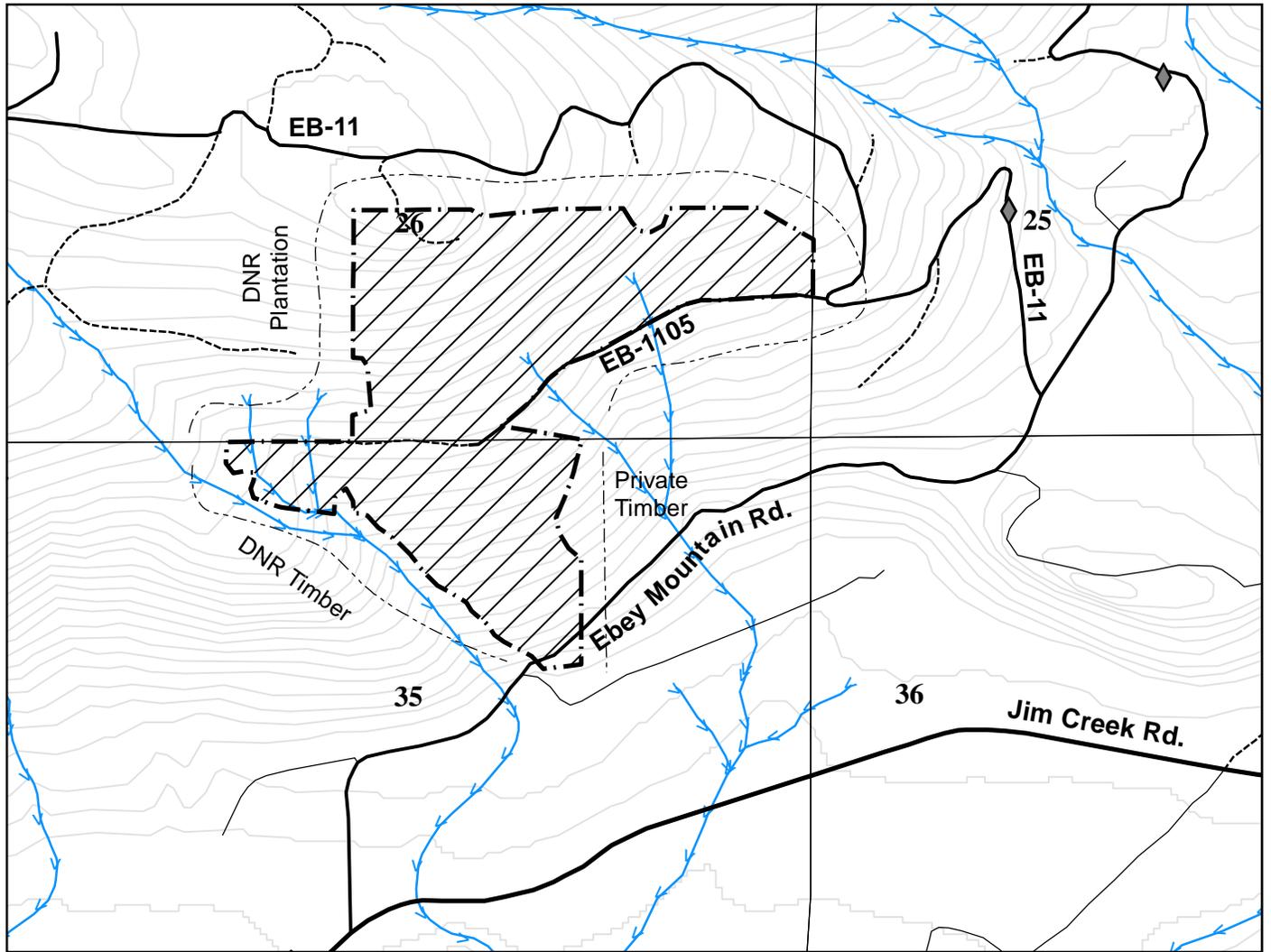
Invitation to Bid No. 1470

Unit No. NW - 10

UNIT NAME: TREMBLE U1  
 FMU ID: 62571  
 TRUST: 01  
 ACRES: 77

REGION: NORTHWEST  
 LOCAL: STARBIRD  
 COUNTY: SNOHOMISH

LEGAL: T32N R06E S35



Directions: From Arlington, travel 4.4 miles east on Hwy. 530 to Jim Creek Rd. Turn right onto the Jim Creek Rd. and travel 4.0 miles to the Ebey Mountain Rd. (EB-ML). Turn left onto the Ebey Mountain Rd and travel 0.4 mile to the unit.

# UNIT MAP

## Ground Herbicide

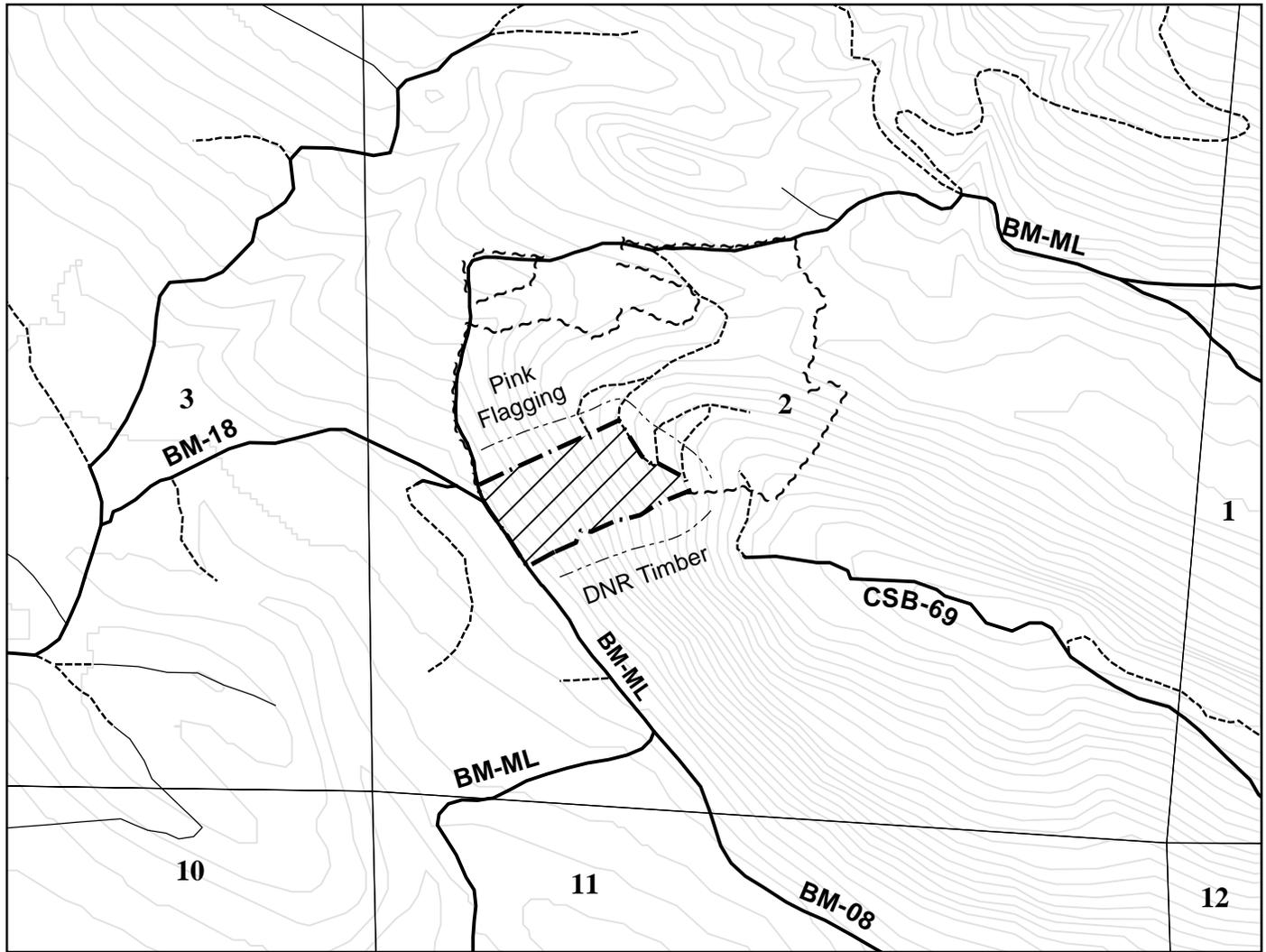
Invitation to Bid No. 1470

Unit No. NW - 11

UNIT NAME: WORTHY ADVERSARY U2  
 FMU ID: 65722  
 TRUST: 03  
 ACRES: 12

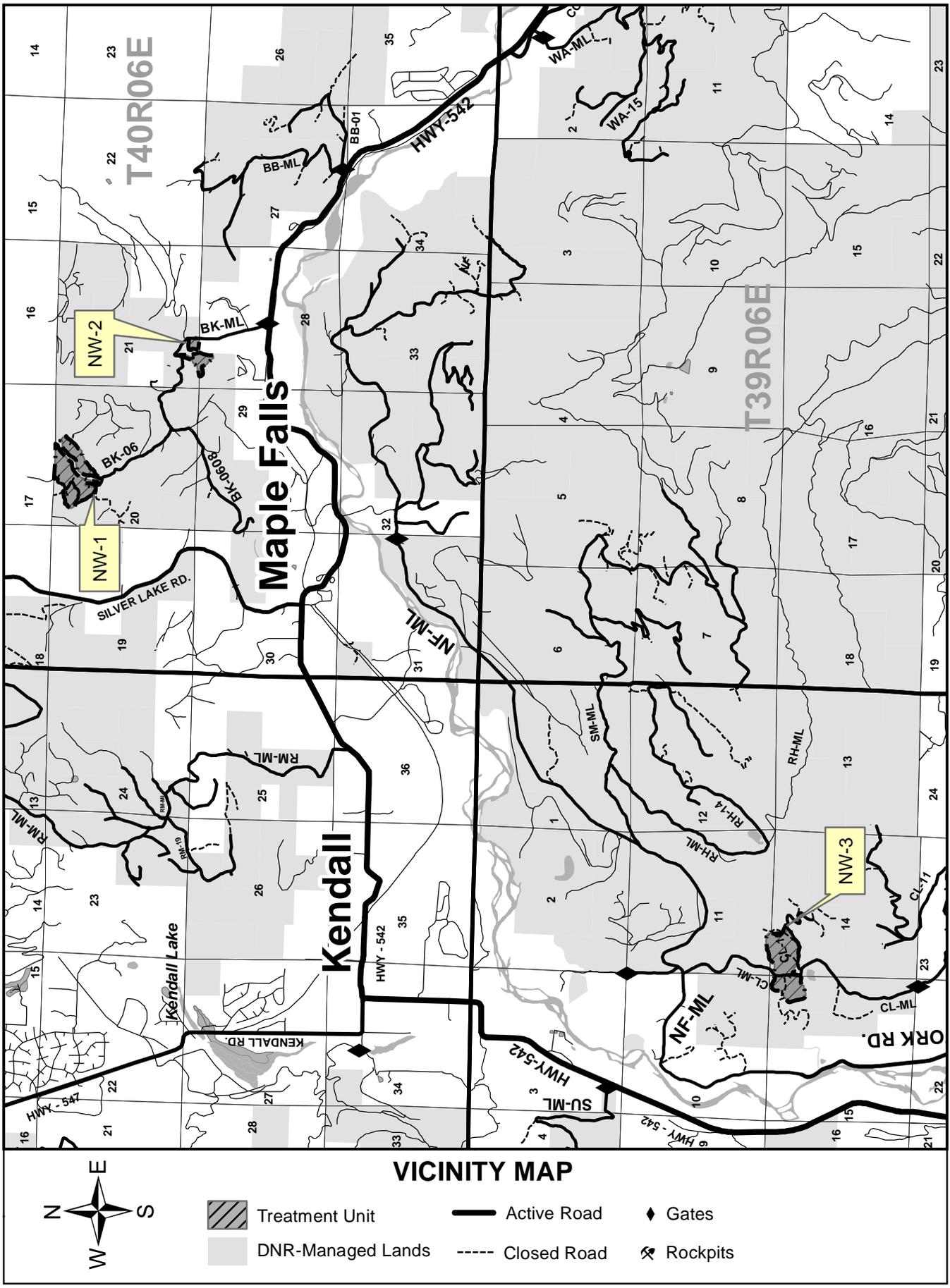
REGION: NORTHWEST  
 LOCAL: BOULDER  
 COUNTY: SNOHOMISH

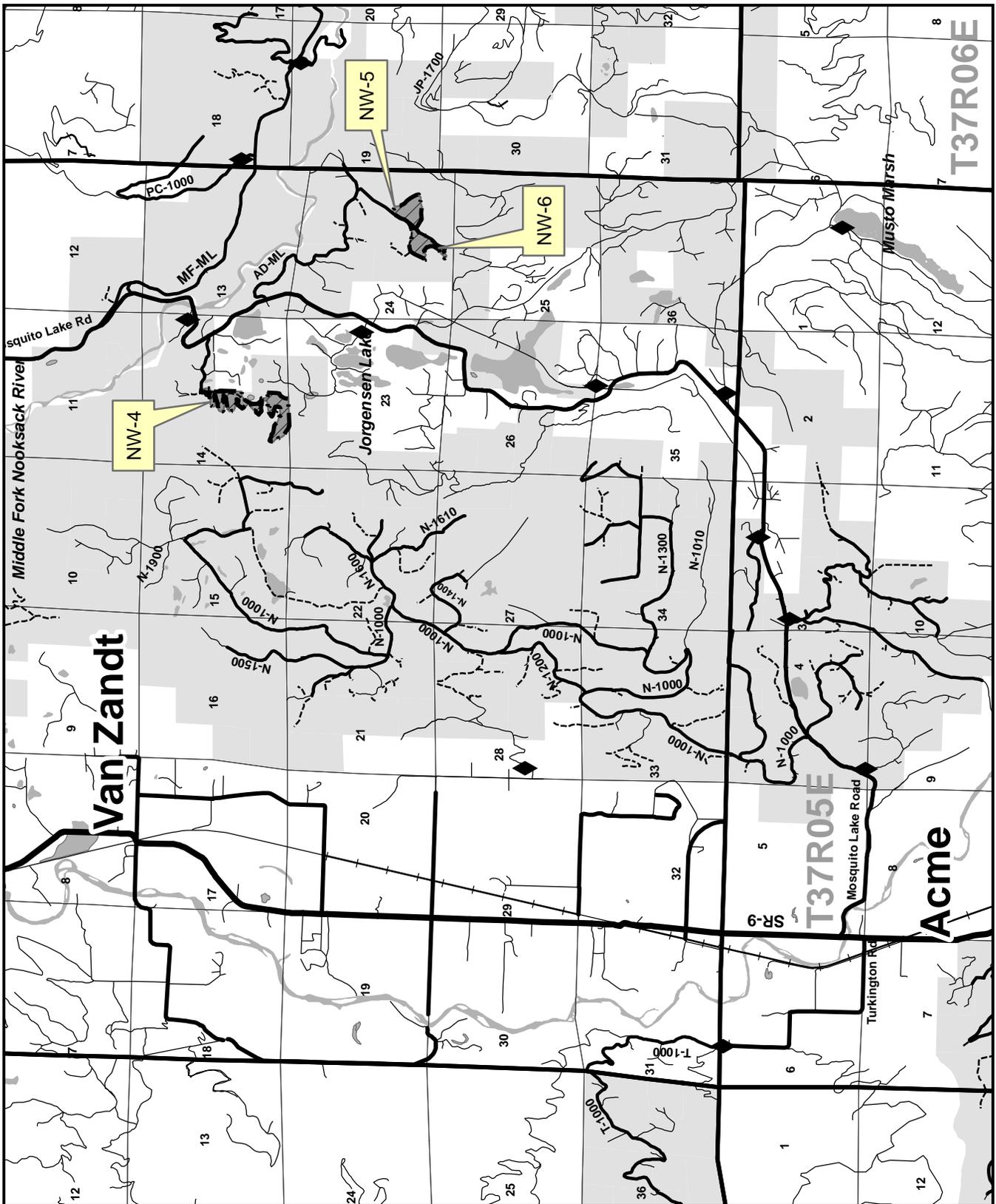
LEGAL: T28N R08E S2



Directions: From HWY 2 in Sultan, turn left onto Sultan Basin Rd. from HWY 2 and travel 6.6 miles to the Blue Mountain Gate on the left. Pass through the gate and travel 1.7 miles along the BM-ML to the unit.

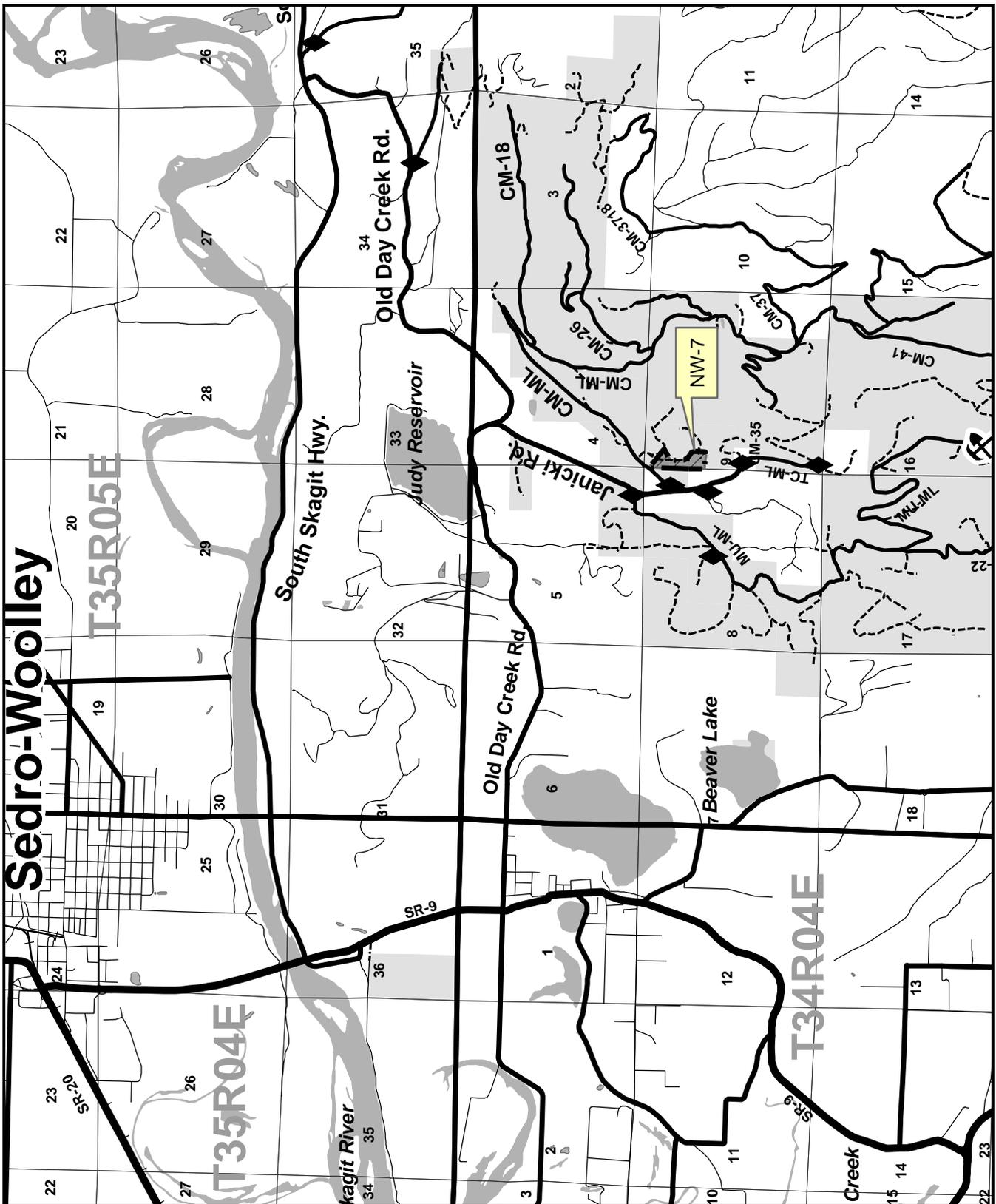
## **SECTION II-C: VICINITY MAPS**





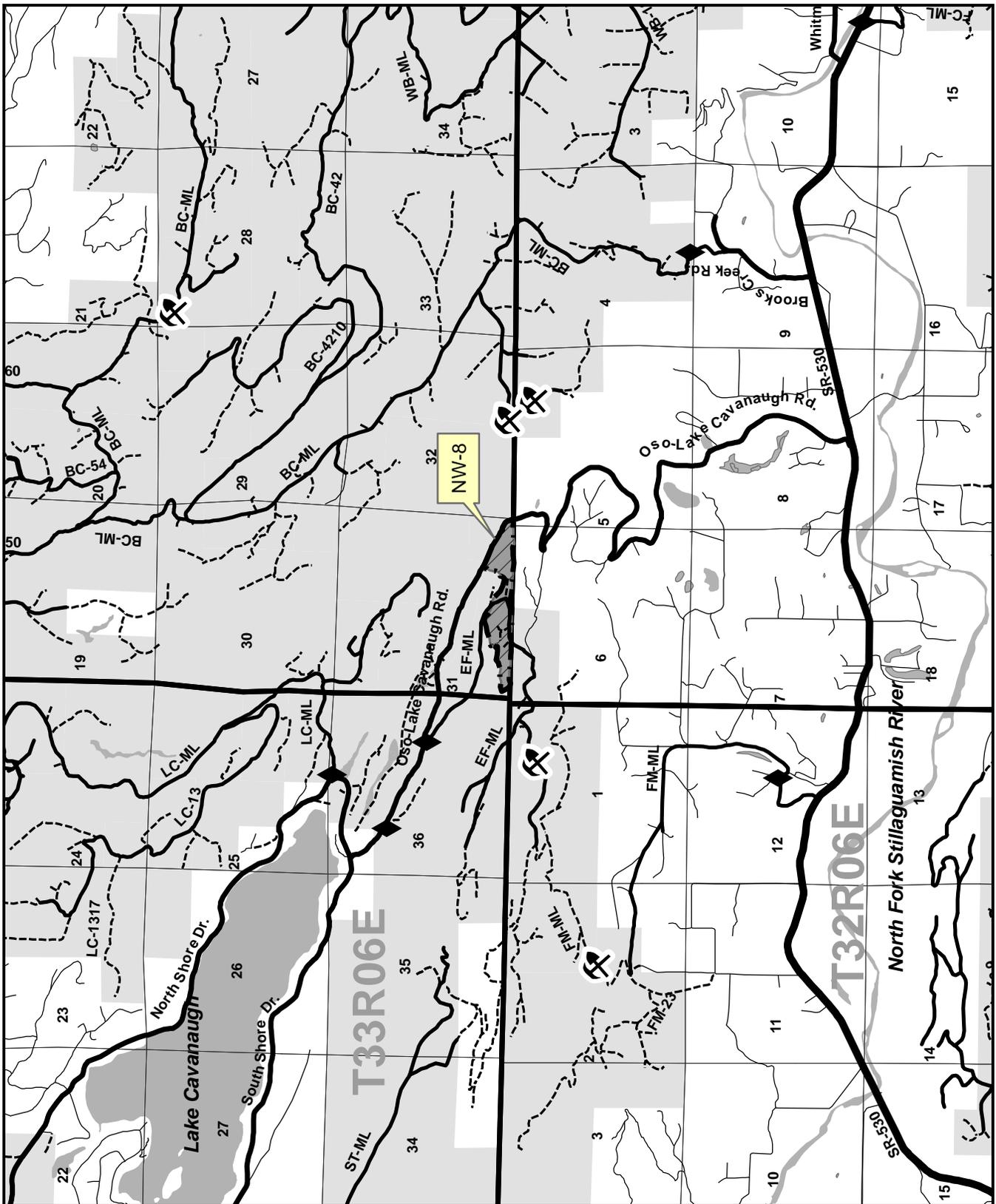
**VICINITY MAP**

- Treatment Unit
- Active Road
- Gates
- DNR-Managed Lands
- Closed Road
- Rockpits



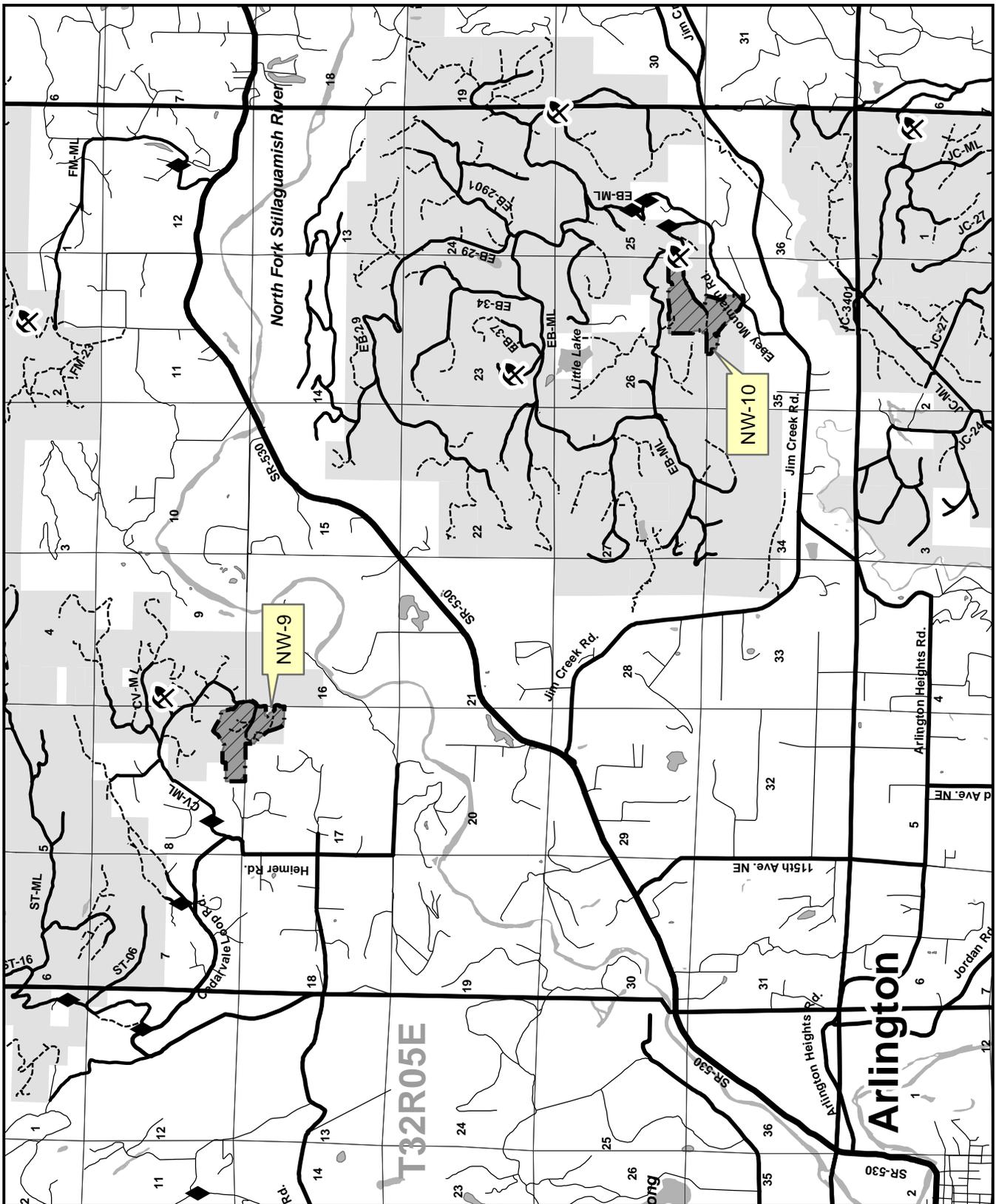
**VICINITY MAP**

|  |                                     |                            |                   |
|--|-------------------------------------|----------------------------|-------------------|
|  | Treatment Unit<br>DNR-Managed Lands | Active Road<br>Closed Road | Gates<br>Rockpits |
|--|-------------------------------------|----------------------------|-------------------|



### VICINITY MAP

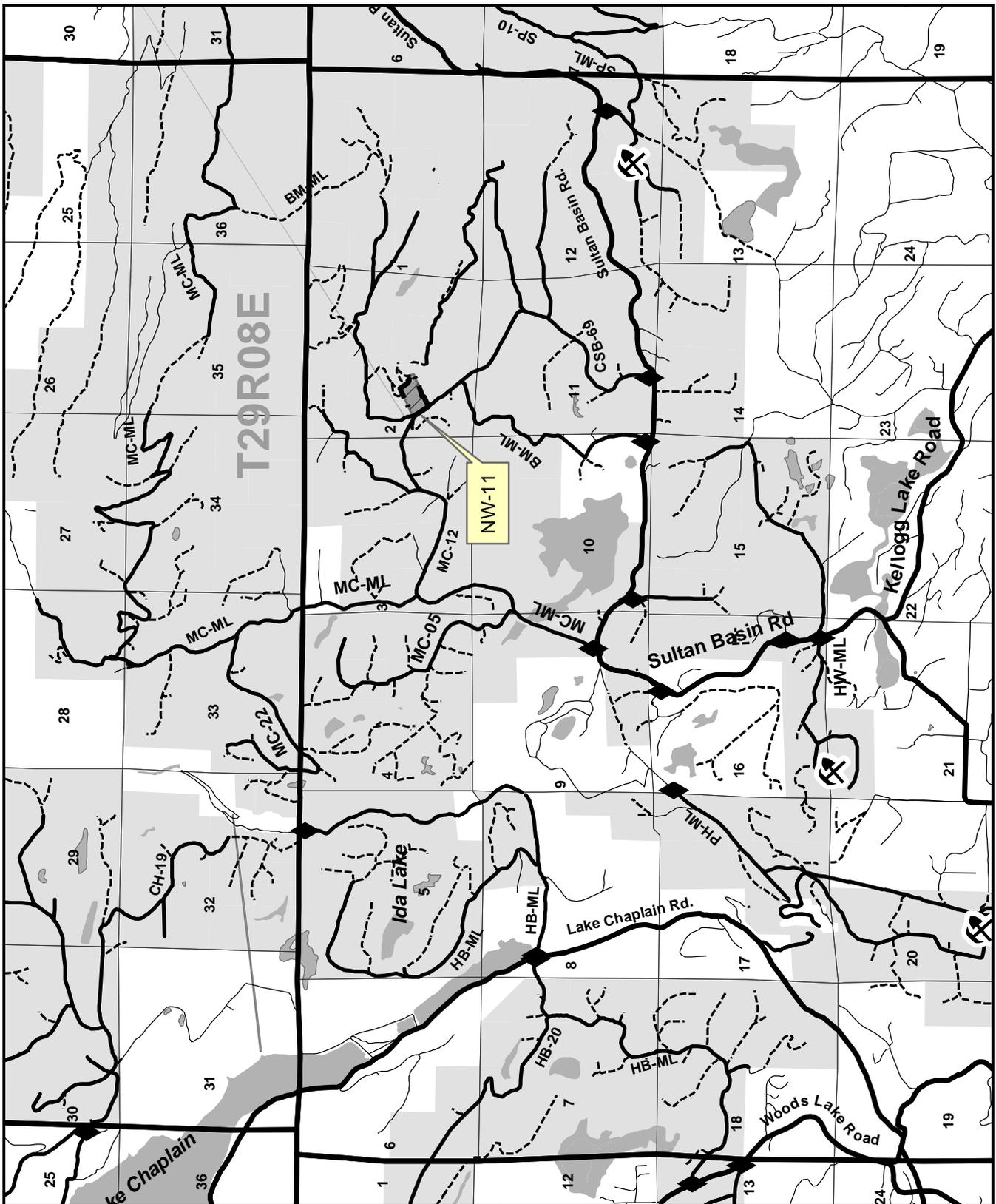
- |   |                   |   |             |   |          |
|---|-------------------|---|-------------|---|----------|
|  | Treatment Unit    |  | Active Road |  | Gates    |
|  | DNR-Managed Lands |  | Closed Road |  | Rockpits |



**VICINITY MAP**



- Treatment Unit
- Active Road
- Gates
- DNR-Managed Lands
- Closed Road
- Rockpits



T29R08E

**VICINITY MAP**



- Treatment Unit
- Active Road
- Gates
- DNR-Managed Lands
- Closed Road
- Rockpits

# SECTION III-A: BID FORM

## CONTRACT NUMBER 1470

**INSTRUCTIONS:** Bids should include all costs related to the completion of the Work. A Unit Bid Price and a Unit Total must be entered for all of the Units in the Contract. Each Unit Total is calculated by multiplying the Unit Bid Price (Per Acre) by the Unit Acres. All Unit Totals for the Contract must be summed and entered as the Contract Price. In the event of a difference between the sum of all Unit Totals and the Contract Price, the individual Unit Totals shall prevail. All Bid Forms must be signed in ink. If the bid is made by a corporation, it shall be signed by the corporation's authorized designee. Incomplete or unsigned bids may be rejected.

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 the Invitation to Bid on Contract Number **1470**.

| <b>Unit No.</b>        | <b>Unit Acres</b> | <b>Unit Bid Price<br/>(Per Acre)</b> | <b>Unit Total</b> |
|------------------------|-------------------|--------------------------------------|-------------------|
| NW-1                   | 52                |                                      |                   |
| NW-2                   | 12                |                                      |                   |
| NW-3                   | 57                |                                      |                   |
| NW-4                   | 38                |                                      |                   |
| NW-5                   | 16                |                                      |                   |
| NW-6                   | 14                |                                      |                   |
| NW-7                   | 8                 |                                      |                   |
| NW-8                   | 51                |                                      |                   |
| NW-9                   | 78                |                                      |                   |
| NW-10                  | 77                |                                      |                   |
| NW-11                  | 12                |                                      |                   |
| <b>Contract Acres:</b> | <b>415</b>        | <b>Contract Price:</b>               |                   |

Bidder's Name and Address:

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Note:  
Detach and return this Section as per Invitation to Bid.

# SECTION III-B: CONTRACTOR'S DECLARATION OF INDUSTRIAL INSURANCE STATUS

INVITATION TO BID ON CONTRACT NUMBER 1470

(For Bidder Use Only)

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 not be assisted by other individuals in the performance of this Contract.

For the purpose of Industrial Insurance premiums payable to 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.

|                      |                                     |
|----------------------|-------------------------------------|
| Bidder's 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 engaged in the employment of an employer under Title 51 RCW or every person working under an independent contract. RCW 51.08.180.

As one whom contracts to perform forest activities, you may require the assistance of other individuals to complete this Contract. In that 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 this 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 with each Bid Form (Section III-A) as per the Invitation to Bid.

# SECTION III-C: SOLICITATION TO OFFER AND CONTRACT AWARD

## SOLICITATION TO OFFER (For Bidder Use Only)

On condition of a Contract award for the Contract Price, the undersigned hereby offers and agrees to furnish services in compliance with all terms, conditions, and specifications of the Invitation to Bid on Contract Number **1470**. 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 conditions of the Contract if awarded, and verifies that all services will be available throughout the period of the Contract.

\_\_\_\_\_  
(Bidder's 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 1470 is hereby awarded to \_\_\_\_\_

State of Washington,  
Department of Natural Resources

By: \_\_\_\_\_

(Signature) (Date)

**Bonnie Fike**  
**Northwest Region Manager**

NOTE: Return one (1) copy of this form with each Bid Form (Section III-A) as per the Invitation to Bid.