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

INVITATION TO BID:
GROUND HERBICIDE CONTRACT

You are invited to bid on the following Ground Herbicide Contract and are advised to examine the 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
1496	658	11	Pend Oreille, Spokane, Stevens Counties	Ground-based Chemical Site Prep

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 10am on June 24, 2014.

Questions pertaining to this Invitation to Bid can be answered by contacting **Phil Anderson at (509) 685-2734**, or Phil.Anderson@dnr.wa.gov (e-mail). Oral explanations, interpretation, or instructions given before the award will not be binding.

Bid Contents

Bid shall include all six of the following items:

1) This 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;
5) Photocopy of Commercial Operator or Applicator License and
6) Bid deposit.

All documents must be legible and properly completed.

All five items shall be placed in a sealed bid envelope prepared in the following manner:

Addressed to:	Loren Torgerson Region Manager c/o Phil Anderson Washington State Department of Natural Resources 225 S. Silke Road Colville, WA 99114
Upper left corner:	Bidder's Name Bidder's Address
Lower left corner:	Ground Herbicide – "Sealed Bid" Invitation to Bid on Contract Number: **1496**

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 IV-A) 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 Northeast 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 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 Application 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: Monday, July 14, 2014 to Friday, August 8, 2014
Work start date: Monday, July 14, 2014
Timing restrictions: Weather Conditions described in Section 1B-05
Logistical details: Driving directions, gate keys and information on units can be obtained by contacting **Dave Harsh at (509) 680-8517**.
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:

HOSPITAL NAME & ADDRESS	PHONE	LATITUDE	LONGITUDE
Providence St. Joseph Hospital 500 E. Webster, Chewelah, WA	509-935-8211	48˚ 17' 29.6350"N	117˚ 42' 33.8740"W
Newport Community Hospital 714 W. Pine Street Newport, WA 99156	509-447-2441	48˚ 10' 54.6590"N	117˚ 02' 57.7300" W
Providence Holy Family Hospital 5633 North Lidgerwood Street, Spokane, WA	509-482-2460 (ER)	47˚ 42' 37.6090" N	117˚ 24' 24.7760" W

WASHINGTON STATE DEPARTMENT OF
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Peter Goldmark - Commissioner of Public Lands

Northeast Region

Contract Number #1496
Arcadia Ground Herbicide

Contract Digest: 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
B. Unit Maps
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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:

A. List of nearby medical facilities.
B. Pre-Work Conference Notes including Work Schedule.

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 polices 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 Spark Arresters

All of Contractor's spark emitting engines will be equipped with spark arresters.

A-28 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.

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A-29 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-30 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-31 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 Monday, July 14, 2014 to Friday, August 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 10 workers, and a maximum crew size of 14 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 for the Work and carrier as specified in the Unit Description(s).

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.

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-02 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-03 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. <u>Information</u>. 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-04 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-05 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-06 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.

B-07 Special Requirements

A. Starting Date for Work

Contractor shall begin Work on Monday, July 14, 2013, unless alternative plans are approved by the Contract Manager, or unfavorable weather conditions (Clause B-05).

B. Additional Holidays – Work Not Guaranteed

Not Applicable.

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 (±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.

SECTION II-A: UNIT DESCRIPTION

Unit Information																	
Unit	Activity Type	Work Unit	Local	County	Unit Name	Mix	Unit Acres	Spray Acres	Year Harvested	S	T	R	E/W	Elevation	Gate	Key	Additional Requirements, Comments
1	Ground Herbicide	Arcadia	Springdale	Stevens	Camas Hill U2	1	91	91	2013	18	29	39	E	2400	Yes	No	
2	Ground Herbicide	Arcadia	Mt Spokane	Spokane	Empire U1	1	106	106	2013	20	29	45	E	2800	No	No	
3	Ground Herbicide	Arcadia	Mt Spokane	Spokane	Empire U4	1	46	46	2013	6	28	45	E	3000	No	No	
4	Ground Herbicide	Arcadia	Sacheen Lk	Pend Oreille	Power Tower U1	1	24	24	2013	8	31	43	E	3600	Yes	No	
5	Ground Herbicide	Arcadia	Sacheen Lk	Pend Oreille	Power Tower U2	1	70	70	2013	9	31	43	E	3400	Yes	No	
6	Ground Herbicide	Arcadia	Sacheen Lk	Pend Oreille	Power Tower U3	1	25	25	2013	16	31	43	E	3500	Yes	No	
7	Ground Herbicide	Arcadia	Mill Creek	Pend Oreille	Pyramid Pass U1	1	94	94	2013	24	35	44	E	3600	No	No	
8	Ground Herbicide	Arcadia	Mill Creek	Pend Oreille	Pyramid Pass U4	1	75	75	2013	20	35	45	E	4800	No	No	
9	Ground Herbicide	Arcadia	Mill Creek	Pend Oreille	Pyramid Pass U5	1	58	58	2013	18	35	45	E	4600	No	No	
10	Ground Herbicide	Arcadia	Mill Creek	Pend Oreille	Pyramid Pass U7	1	49	49	2013	26	35	44	E	3500	No	No	
11	Ground Herbicide	Arcadia	Mill Creek	Pend Oreille	Pyramid Pass U8	1	20	20	2013	24	35	44	E	3700	No	No	
	Contract 1496 Totals:				16 Units			658	Spray Acres								

Application Requirements:

1. No less than 8 gallons of water/product solution shall be applied per acre.
2. Herbicide shall be applied as a directed spray treatment.
3. Spray coverage shall be uniform across units.
4. Contractor shall submit completed chemical application records for each unit within 24 hours of unit completion.
5. BullsEye: Mix at 0.5 oz/gallon

Mix	Product	EPA Registration #	Active Ingredient	A.I. Concentration	Carrier	Rate (OZ/Acre)	Acres	Product (Gallons)
1	**Aqua Neat**	**228-365**	**Glyphosate**	**5.4 lb/gal 53.8%**	**Water**	**48**	**658**	**246.7**
1	**Polaris AC**	**228-480**	**Imazapyr**	**4.0 lb/gal 43.3%%**	**Water**	**14**	**658**	**71.9**
1	**Syl-Tac**			**N/A**	**Water**	**12.8**	**658**	**65.8**
1	**Bronc Max EDT**			**N/A**	**Water**	**6.4**	**658**	**32.9**
1	**BullsEye**			**N/A**	**Water**			**20.6**

Allowable Substitutes:

1. Aqua Neat: Rodeo (EPA#62719-324)
2. Polaris AC (EPA#228-570): Arsenal AC (EPA#241-299), Imazapyr 4 SL (EPA#74477-5)
3. Syl-Tac: Dyne-amic, Phase.
4. Bronc Max EDT: Choice Weathermaster.
5. BullsEye: An equivalent approved by Contract Manager.

SECTION III - UNIT DESCRIPTION: Camas Hill

SITE PREPARATION, GROUND HERBICIDE INVITATION TO BID/CONTRACT NUMBER: **1496**

DNR Region: **Northeast** District: **Arcadia** Local: **12.1 miles west of Springdale, WA**

Unit Name: **Camas Hill** Item Numbers **1** Unit Number: **2** Trust: **04**

Section **18,** Township **29,** Range **39 East,** W.M.

SPECIFICATIONS:

Contract Period: **July 14, 2014 to August 8, 2014** Type: **Site Prep – Ground Herbicide**

Net Acres: **91**

Boundaries: **Red Ribbon & White Timbersale tags** See unit map on page 26

Buffer Areas: **All boundaries are 50 feet or more from any surface water.**

Vegetation To Be Treated: **Ninebark, Ocean spray, Snowberry, Douglas maple and Red alder**

All Units:

Treatment Technique and Rate:

CONTRACT 1496 See clause 3-21.01 for allowable product substitutes							
MIX	**PRODUCT**	**ACTIVE INGREDIENT (A.I.)**	**A.I. CONCENTRATION**	**RATE PER ACRE**	**CARRIER**	**TOTAL SOLUTION per ACRE**	**MARKING**
1	Aquaneat	Glyphosate	5.4 lbs/gal 53.8%	48 oz.	Water	8-10 Gallons	Blue or red dye compatible with herbicide. .
	Polaris AC	Imazapyr	4.0 lbs/gal 43.3%	14 oz.			
	Broncmax EDT	N/A	N/A	6.4 oz.			
	SylTac	N/A	N/A	12.8 oz.			

- **Non-herbicide application crew supervisors shall be provided to oversee the spraying operations. For every 5 field applicators one supervisor will be required.**
- **Herbicide shall be applied as a directed treatment.**
- **Spray coverage shall be uniform across the units.**
- **Contractor shall submit completed Chemical Application Record for each unit to the contract administrator within 24 hours of unit completion.**

GENERAL INFORMATION - The following information is provided as a courtesy to bidders. This information is a general estimate and as such may not be accurate.

Elevation: **2200-2600** Slope: **max 53%** Aspect: **S**

Snow Period: **November 1 to April 15** IFPL Zone: **686**

Access: **From Springdale proceed west on Springdale Hunter road to Allen Road. Vicinity map enclosed.**

Additional Comments:

- **Acreage was deducted for existing slash piles, roads and un-plantable rock out crops for each unit.**
- **Contact the local Unit Forester in charge of this contract, Dave Harsh (509-680-8517) for questions regarding access and gates. Contact NE Region Intensive Management Forester Phil Anderson (509-684-7474) for other questions concerning this contract.**

SECTION III - UNIT DESCRIPTION: Empire

SITE PREPARATION, GROUND HERBICIDE INVITATION TO BID/CONTRACT NUMBER: **1496**

DNR Region: **Northeast** District: **Arcadia** Local: **8.8 miles east of Elk, WA**

Unit Name: **Empire** Item Numbers **1** Unit Number: **1-106 acres, 4- 46 acres** Trust: 03

Section(s) **6,** Township **28,** Range **45 East,** W.M.
Section(s) **20, 21,** Township **29,** Range **45 East,** W.M.

SPECIFICATIONS:

Contract Period: **July 14, 2014 to August 8, 2014** Type: **Site Prep – Ground Herbicide**
Net Acres: **152**

Boundaries: **Red Ribbon & White Timbersale tags** See unit maps on pages 28 and 29

Buffer Areas: **All boundaries are 50 feet or more from any surface water.**

Vegetation To Be Treated: **Ninebark, Ocean spray, Snowberry, Douglas maple and Red alder**

All Units:

Treatment Technique and Rate:

CONTRACT 1496 See clause 3-21.01 for allowable product substitutes							
MIX	**PRODUCT**	**ACTIVE INGREDIENT (A.I.)**	**A.I. CONCENTRATION**	**RATE PER ACRE**	**CARRIER**	**TOTAL SOLUTION per ACRE**	**MARKING**
1	Aquaneat	Glyphosate	5.4 lbs/gal 53.8%	48 oz.	Water	8-10 Gallons	Blue or red dye compatible with herbicide. Flag strip edges.
	Polaris AC	Imazapyr	4.0 lbs/gal 43.3%	14 oz.			
	Broncmax EDT	N/A	N/A	6.4 oz.			
	SylTac	N/A	N/A	12.8 oz.			

- **Non-herbicide application crew supervisors shall be provided to oversee the spraying operations. For every 5 field applicators one supervisor will be required.**
- **Herbicide shall be applied as a directed treatment.**
- **Spray coverage shall be uniform across the units.**
- **Contractor shall submit completed Chemical Application Record for each unit to the contract administrator within 24 hours of unit completion.**

GENERAL INFORMATION - The following information is provided as a courtesy to bidders. This information is a general estimate and as such may not be accurate.

Elevation: **2800-3080** Slope: **2-29%** Aspect: **S**

Snow Period: **November 1 to April 15** IFPL Zone: **687**

Access: **From Elk travel east on Elk Chattaroy Rd then east onto Blanchard Rd. Vicinity map enclosed.**

Additional Comments:

- **Acreage was deducted for existing slash piles, roads and un-plantable rock out crops for each unit.**
- **Contact the local Unit Forester in charge of this contract, Dave Harsh (509-680-8517) for questions regarding access and gates. Contact NE Region Intensive Management Forester Phil Anderson (509-684-7474) for other questions concerning this contract.**

SECTION III - UNIT DESCRIPTION Power Tower

SITE PREPARATION, GROUND HERBICIDE INVITATION TO BID/CONTRACT NUMBER: **1496**

DNR Region: **Northeast** District: **Arcadia** Local: **26.7 miles north of Deer Park, WA**

Unit Name: **Power Tower** Item Numbers **1** Unit Number: **1-24 acres, 2-70 acres, 3-25 acres** Trust: **3**

Section(s) **8, 9 and 16,** Township **31,** Range **43 East,** W.M.

SPECIFICATIONS:

Contract Period: **July 14, 2014 to August 8, 2014** Type: **Site Prep – Ground Herbicide**

Net Acres: **119**

Boundaries: **Red Ribbon & White Timbersale tags** See unit map on page 31

Buffer Areas: **All boundaries are 50 feet or more from any surface water.**

Vegetation To Be Treated: **Ninebark, Ocean spray, Snowberry, Douglas maple and Red alder**

All Units:

Treatment Technique and Rate:

CONTRACT 1496 See clause 3-21.01 for allowable product substitutes							
MIX	**PRODUCT**	**ACTIVE INGREDIENT (A.I.)**	**A.I. CONCENTRATION**	**RATE PER ACRE**	**CARRIER**	**TOTAL SOLUTION per ACRE**	**MARKING**
1	Aquaneat	Glyphosate	5.4 lbs/gal 53.8%	48 oz.	Water	8-10 Gallons	Blue or red dye compatible with herbicide. Flag strip edges.
	Polaris AC	Imazapyr	4.0 lbs/gal 43.3%	14 oz.			
	Broncmax EDT	N/A	N/A	6.4 oz.			
	SylTac	N/A	N/A	12.8 oz.			

- **Non-herbicide application crew supervisors shall be provided to oversee the spraying operations. For every 5 field applicators one supervisor will be required.**
- **Herbicide shall be applied as a directed treatment.**
- **Spray coverage shall be uniform across the units.**
- **Contractor shall submit completed Chemical Application Record for each unit to the contract administrator within 24 hours of unit completion.**

GENERAL INFORMATION - The following information is provided as a courtesy to bidders. This information is a general estimate and as such may not be accurate.

Elevation: **3080-3840** Slope: **15-59%** Aspect: **S**

Snow Period: **November 1 to April 15** IFPL Zone: **687**

Access: **From Deer Park follow Deer Park – Milan Rd to Hwy 2 to Fertile Valley Road. Vicinity map enclosed.**

Additional Comments:

- **Acreage was deducted for existing slash piles, roads and un-plantable rock out crops for each unit.**
- **Contact the local Unit Forester in charge of this contract, Dave Harsh (509-680-8517) for questions regarding access and gates. Contact NE Region Intensive Management Forester Phil Anderson (509-684-7474) for other questions concerning this contract.**

SECTION III - UNIT DESCRIPTION Pyramid Pass

SITE PREPARATION, GROUND HERBICIDE INVITATION TO BID/CONTRACT NUMBER: **1496**

DNR Region: **Northeast** District: **Arcadia** Local: **15.2 miles north of Usk, WA**

Unit Name: **Pyramid Pass** Item Numbers **1** Unit Number: **1-(94 ac), 4-(75 ac), 5-(58 ac), 7-(49 ac) and 8-(20 ac)**
Trust: **03**

Section(s) **24, 26** Township **35,** Range **44 East,** W.M.
Section(s) **18, 20,** Township **35,** Range **45 East,** W.M.

SPECIFICATIONS:

Contract Period: **July 14, 2014 to August 8, 2014** Type: **Site Prep – Ground Herbicide**
Net Acres: **296**

Boundaries: **Red Ribbon & White Timbersale tags** See unit maps on pages 33, 34, 35and 36

Buffer Areas: **All boundaries are 50 feet or more from any surface water.**

Vegetation To Be Treated: **Ninebark, Ocean spray, Snowberry, Douglas maple and Red alder**

All Units:

Treatment Technique and Rate:

CONTRACT 1496 See clause 3-21.01 for allowable product substitutes							
MIX	**PRODUCT**	**ACTIVE INGREDIENT (A.I.)**	**A.I. CONCENTRATION**	**RATE PER ACRE**	**CARRIER**	**TOTAL SOLUTION per ACRE**	**MARKING**
1	Aquaneat	Glyphosate	5.4 lbs/gal 53.8%	48 oz.	Water	8-10 Gallons	Blue or red dye compatible with herbicide. Flag strip edges.
	Polaris AC	Imazapyr	4.0 lbs/gal 43.3%	14 oz.			
	Broncmax EDT	N/A	N/A	6.4 oz.			
	SylTac	N/A	N/A	12.8 oz.			

- **Non-herbicide application crew supervisors shall be provided to oversee the spraying operations. For every 5 field applicators one supervisor will be required.**
- **Herbicide shall be applied as a directed treatment.**
- **Spray coverage shall be uniform across the units.**
- **Contractor shall submit completed Chemical Application Record for each unit to the contract administrator within 24 hours of unit completion.**

GENERAL INFORMATION - The following information is provided as a courtesy to bidders. This information is a general estimate and as such may not be accurate.

Elevation: **3400-5200** Slope: **3-51%** Aspect: **S**

Snow Period: **November 1 to April 15** IFPL Zone: **688**

Access: **From Usk travel north on Le Clerc Road for 13.5 miles to Mill Creek main line. Vicinity map enclosed.**

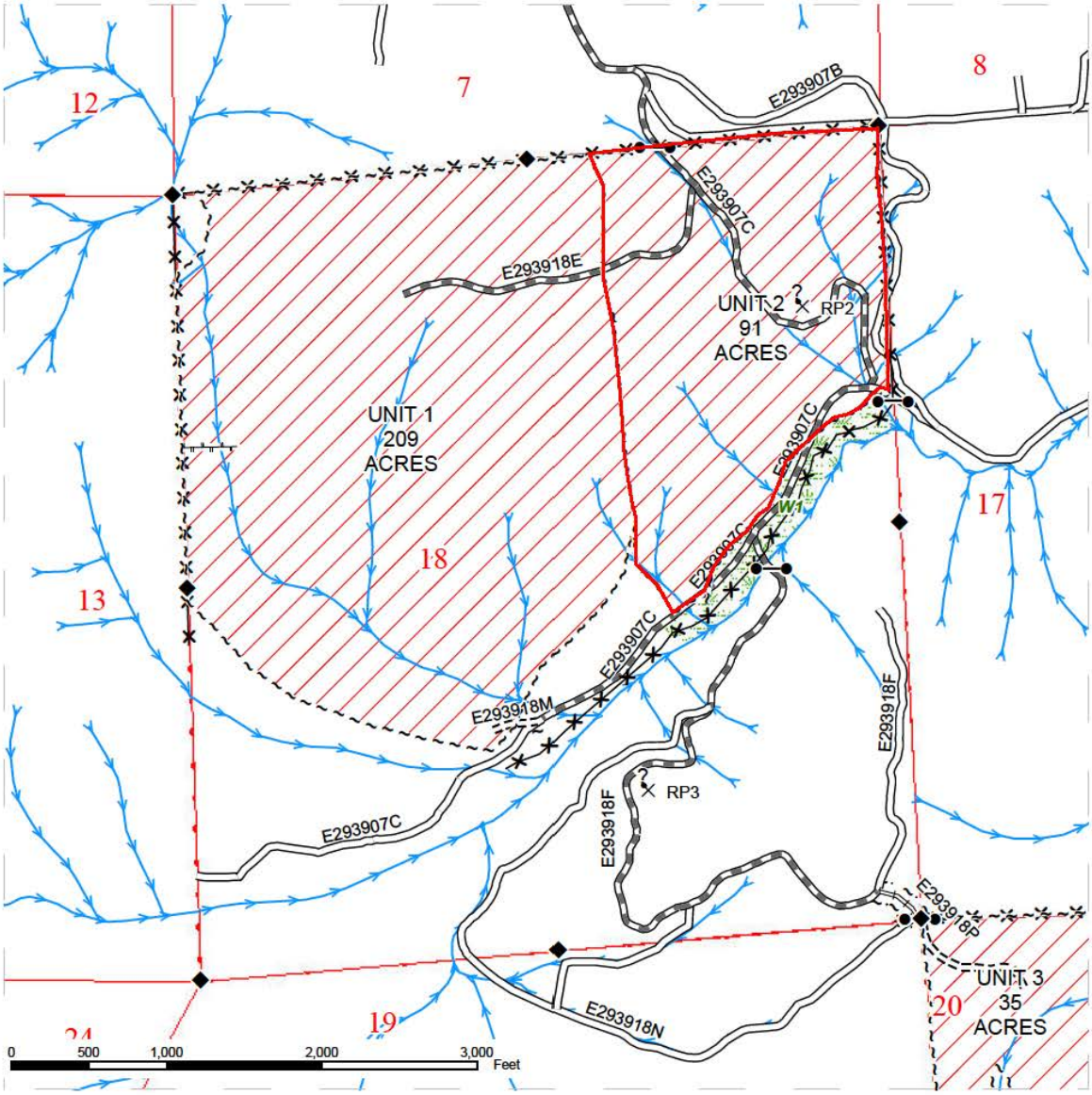
Additional Comments:

- **Acreage was deducted for existing slash piles, roads and un-plantable rock out crops for each unit.**
- **Contact the local Unit Forester in charge of this contract, Dave Harsh (509-680-8517) for questions regarding access and gates. Contact NE Region Intensive Management Forester Phil Anderson (509-684-7474) for other questions concerning this contract.**

TIMBER SALE MAP Ground Herbicide Contract #1496

SALE NAME: CAMAS HILL
AGREEMENT#: 30-088521
TOWNSHIP(S): T29R39E
TRUST(S): Common School and Indemnity(3), Agricultural School(4)

REGION: Northeast Region
COUNTY(S): STEVENS
ELEVATION RGE: 2201-2567



Sale Boundary Tags	Existing Road	Open Water	DNR Managed Lands
Ground	New Construction	RMZ	Public Land Survey Sections
Leave Tree	Required Reconstruction	Streams	Monumented Corners
Yellow Leave Tree Tags	PreHaul Maintenance		Potential Rock Source
Right-of-Way Acres = 4.0	County Road		Fence
Right of Way Tree Removal	Designated Skid Tail		
Extreme Hazard Abatement	Gate		

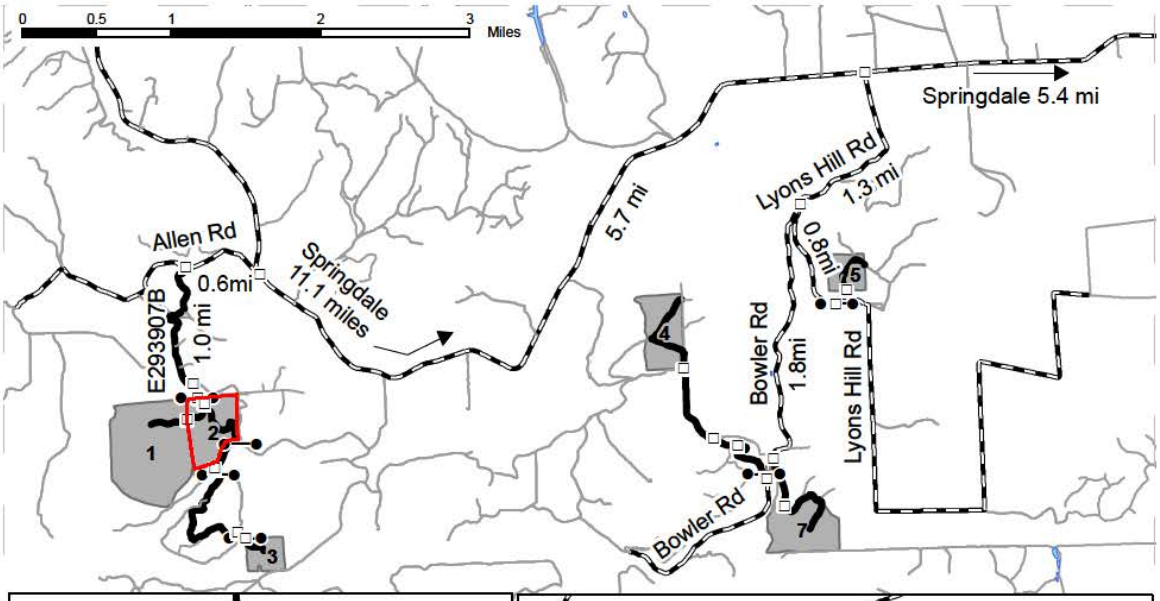
N

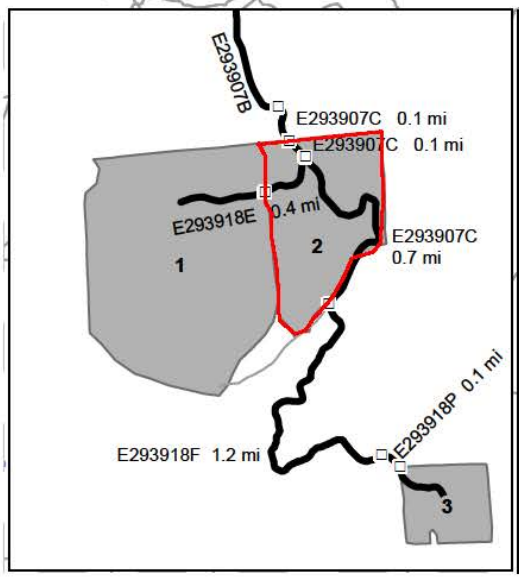
Prepared By: dzei490 Creation Date: 3/7/2012 Modification Date: 5/17/2013

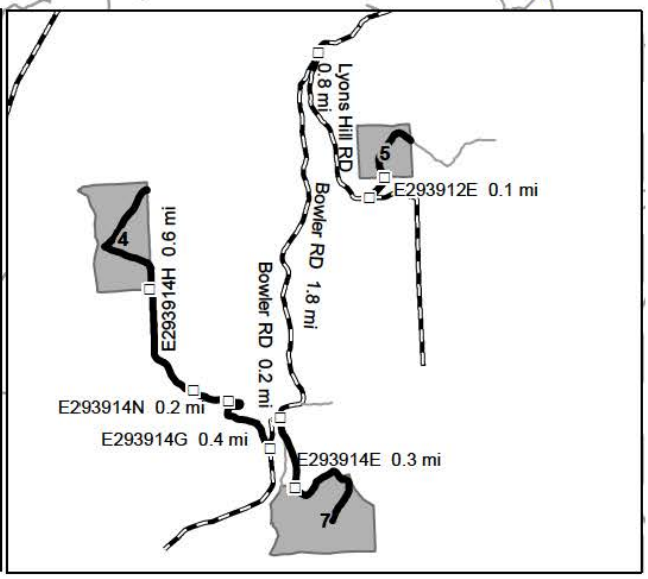
DRIVING MAP Ground Herbicide Contract #1496

SALE NAME: CAMAS HILL
AGREEMENT#: 30-088521
TOWNSHIP(S): T29R39E
TRUST(S): Common School and Indemnity(3), Agricultural School(4)

REGION: Northeast Region
COUNTY(S): STEVENS
ELEVATION RGE: 2224-2567







- Timber Sale Unit
- Highways
- Haul Route
- Other Route
- County Road
- Milepost Markers
- Gate
- Open Water

DRIVING DIRECTIONS:

Units 1, 2, and 3: From Springdale, travel west on Springdale-Hunters Road approximately 11.1 miles to Allen Rd. Turn West onto Allen Rd; travelling approximately 0 6 mile. Turn South onto E293907B. Travel south on E293907B approximately 1.0 mile to the E293907C. Turn South onto the E293907C. To Unit 2: Go approximately 0.1 mile through the gate to Unit 2. To Unit 1: Continue on the E293907C approximately 0.1 mile to the E293918E. Turn West onto E293918E, continue 0.4 mile to Unit 1. To Unit 3: From intersection of E293907C and E293918E, continue southerly on E293907C approximately 0.7 mile to E293918F. Turn Southeast onto E293918F, travel approximately 1 2 miles to E293918P. Turn onto E293918P and travel approximately 0.1 mile to Unit 3.

Units 4, 5, and 7: From Springdale, travel West on the Springdale-Hunters Road approximately 5.4 miles to Lyons Hill Rd. Turn South onto Lyons Hill Road travelling approximately 1 3 miles to the junction of Bowler Road. To Unit 5: At the Y, continue southbound on Lyons Hill Road approximately 0.8 mile to E293912E. Turn Northeast onto E293912E, continue 0.1 mile to Unit 5. To Unit 7: At the Y, turn onto Bowler Road and continue south approximately 1.8 miles to E293914E intersection. Turn onto E293914E, travel 0 3 mile to enter Unit 7. To Unit 4: From Bowler Road and E293914E intersection, continue on Bowler Road for approximately 0.2 mile to E293914G. Turn North onto E293914G and go approximately 0.4 mile to the start of new road construction E293914N. Follow the ribbon line northward approximately 0 2 mile to the existing E293914H. Continue North on E293914H approximately 0.6 mile to Unit 4.

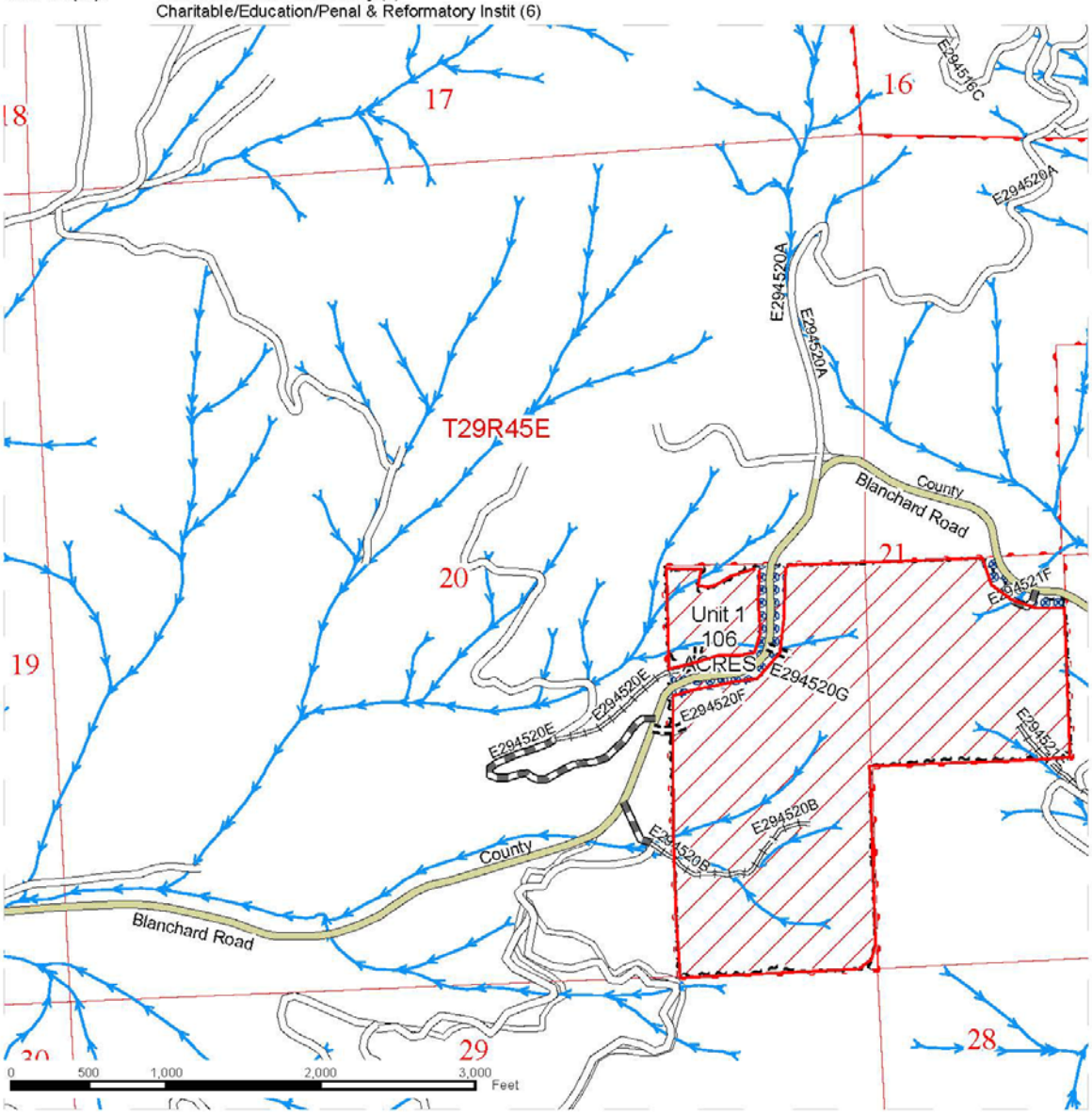
N

Prepared By: dzei490 Creation Date: 3/7/2012 Modification Date: 3/28/2013

TIMBER SALE MAP Ground Herbicide Contract #1496

SALE NAME: EMPIRE
AGREEMENT#: 30-086318
TOWNSHIP(S): T28R44E, T28R45E, T29R45E
TRUST(S): Common School & Indemnity (3)
Charitable/Education/Penal & Reformatory Instit (6)

REGION: NORTHEAST
COUNTY(S): SPOKANE
ELEVATION RGE: 2461-3153



Logging Methods
Ground

Unit Tags
Sale Boundary Tags
Right of Way Tags

ROW = 0.3 Acres

Extreme Hazard Abatement

Road Construction Types
Existing Road
Construction
Reconstruction
PreHaul Maintenance
County Road

Fence
DNR Managed Lands
Public Land Survey Sections
Open Water
Streams

N

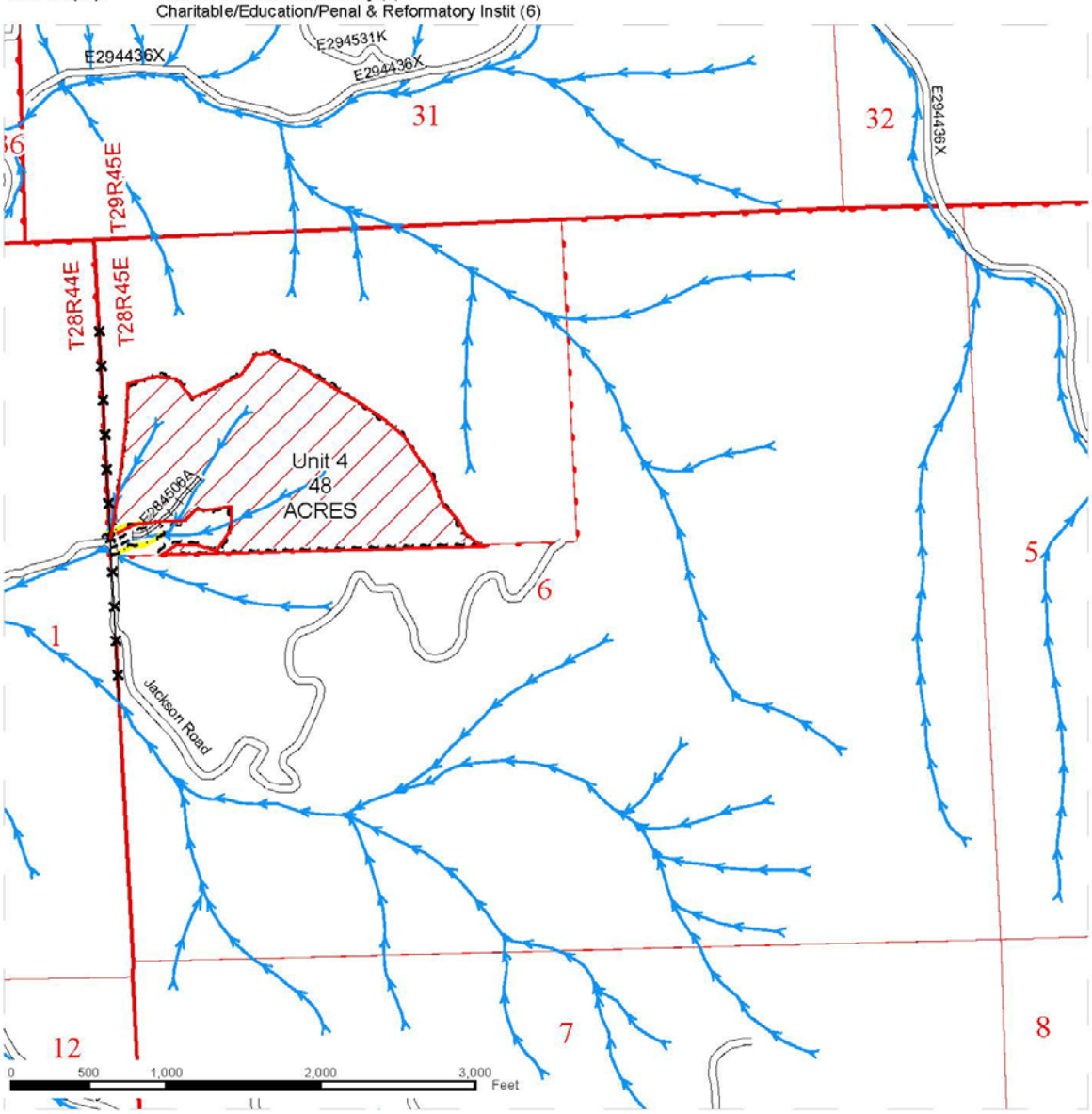
Prepared By: dzei490 Creation Date: 8/18/2010 Modification Date: 12/23/2010 dz

TIMBER SALE MAP

Ground Herbicide Contract #1496

SALE NAME: EMPIRE
AGREEMENT#: 30-086318
TOWNSHIP(S): T28R44E, T28R45E, T29R45E
TRUST(S): Common School & Indemnity (3)
Charitable/Education/Penal & Reformatory Instit (6)

REGION: NORTHEAST
COUNTY(S): SPOKANE
ELEVATION RGE: 2461-3153



Logging Methods
Ground

Unit Tags
Sale Boundary Tags
Right of Way Tags
ROW = 0.3 Acres

Extreme Hazard Abatement

Road Construction Types
Existing Road
Construction
Reconstruction
PreHaul Maintenance
County Road

Fence
DNR Managed Lands
Public Land Survey Sections
Open Water
Streams

N

Prepared By: dzei490

Creation Date: 8/18/2010

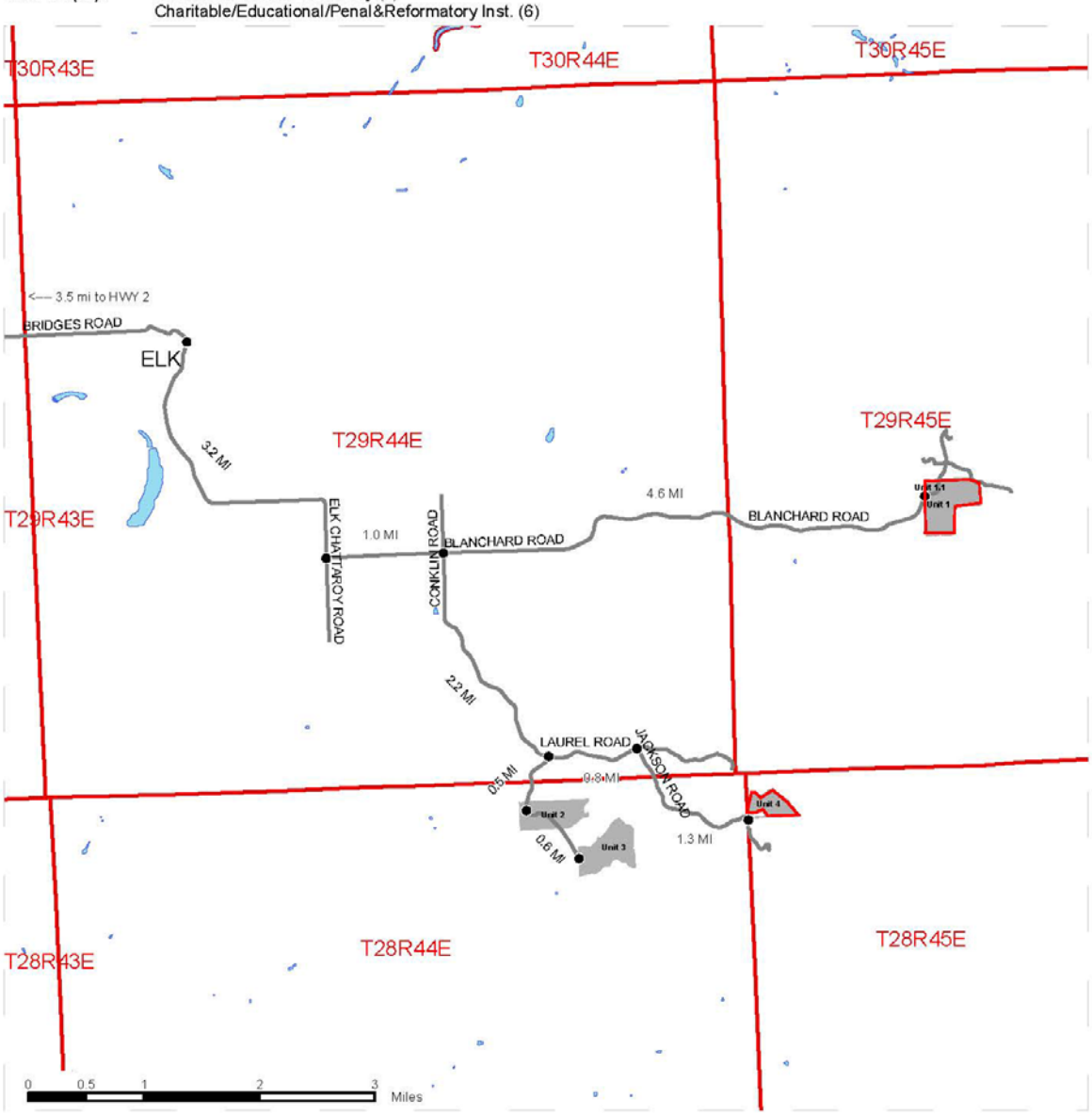
Modification Date: 12/23/2010 dz

DRIVING MAP

Ground Herbicide Contract #1496

SALE NAME: EMPIRE
AGREEMENT#: 30-086318
TOWNSHIP(S): T28R44E, T28R45E, T29R45E
TRUST(S): Common School & Indemnity (3)
Charitable/Educational/Penal&Reformatory Inst. (6)

REGION: NORTHEAST
COUNTY(S): SPOKANE
ELEVATION RGE: 2461-3153



Timber Sale Unit
Other Route
Open Water

DRIVING DIRECTIONS:

This proposal is located at various locations East of Elk, WA. off Blanchard Road.

Unit 1: Continue on Elk-Chattaroy Road south of Elk approximately 3.2 miles to Blanchard Road. Travel East on Blanchard Road approximately 5.6 miles to Unit 1 at the top of the pass.

Units 2 and 3: Continue on Elk-Chattaroy Road south of Elk approximately 3.2 miles to Blanchard Road. Travel East on Blanchard Road approximately 1 mile to Conklin Road. Travel South on Conklin Road approximately 2.7 miles to Unit 2. Continue on Conklin Road approximately 0.6 miles to Unit 3.

Unit 4: Continue on Elk-Chattaroy Road south of Elk approximately 3.2 miles to Blanchard Road. Travel East on Blanchard Road approximately 1 mile to Conklin Road. Travel South on Conklin Road approximately 2.2 miles to Laurel Road. Travel East on Laurel Road approximately 0.8 mile to Jackson Road. Unit 4 is located approximately 1.3 miles southeast on Jackson Road, through the gate.

N

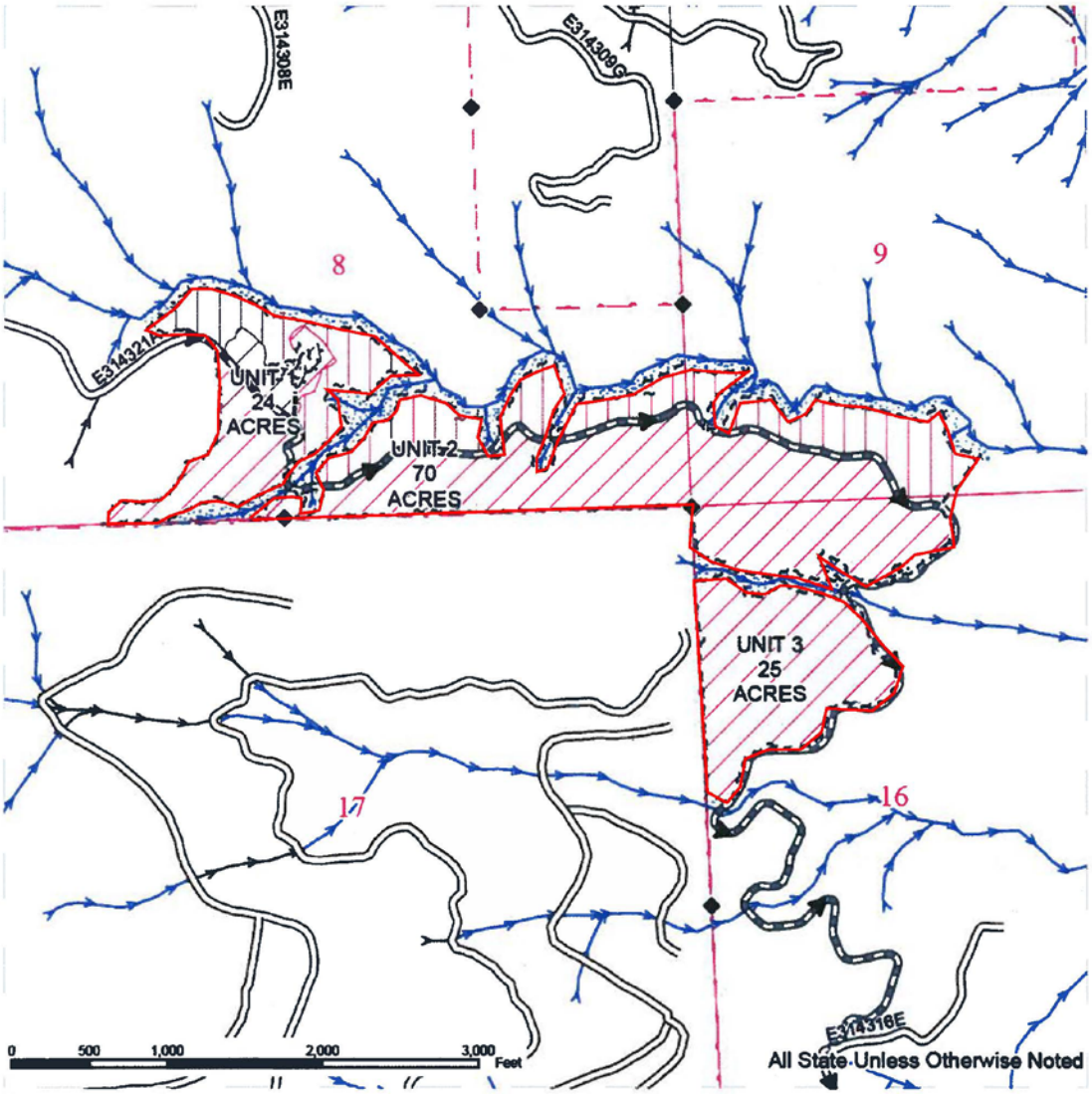
Prepared By: dzei490 Creation Date: 10/1/2010 Modification Date: Not defined.

Ground Herbicide Contract #1496

TIMBER SALE MAP

SALE NAME: POWER TOWER SORTS
AGREEMENT#: 30-089132
TOWNSHIP(S): T31R43E
TRUST(S): Common School and Indemnity(3)

REGION: Northeast Region
COUNTY(S): PEND OREILLE
ELEVATION RGE: 2956-3556



~~ Sale Boundary Tags	Existing Road	RMZ
Ground	Required Construction	Streams
Cable Logging = 38 Acres	Optional New Construction	Monumented Corners
	PreHaul Maintenance	
	Designated Skid Trail	
	Haul Route	

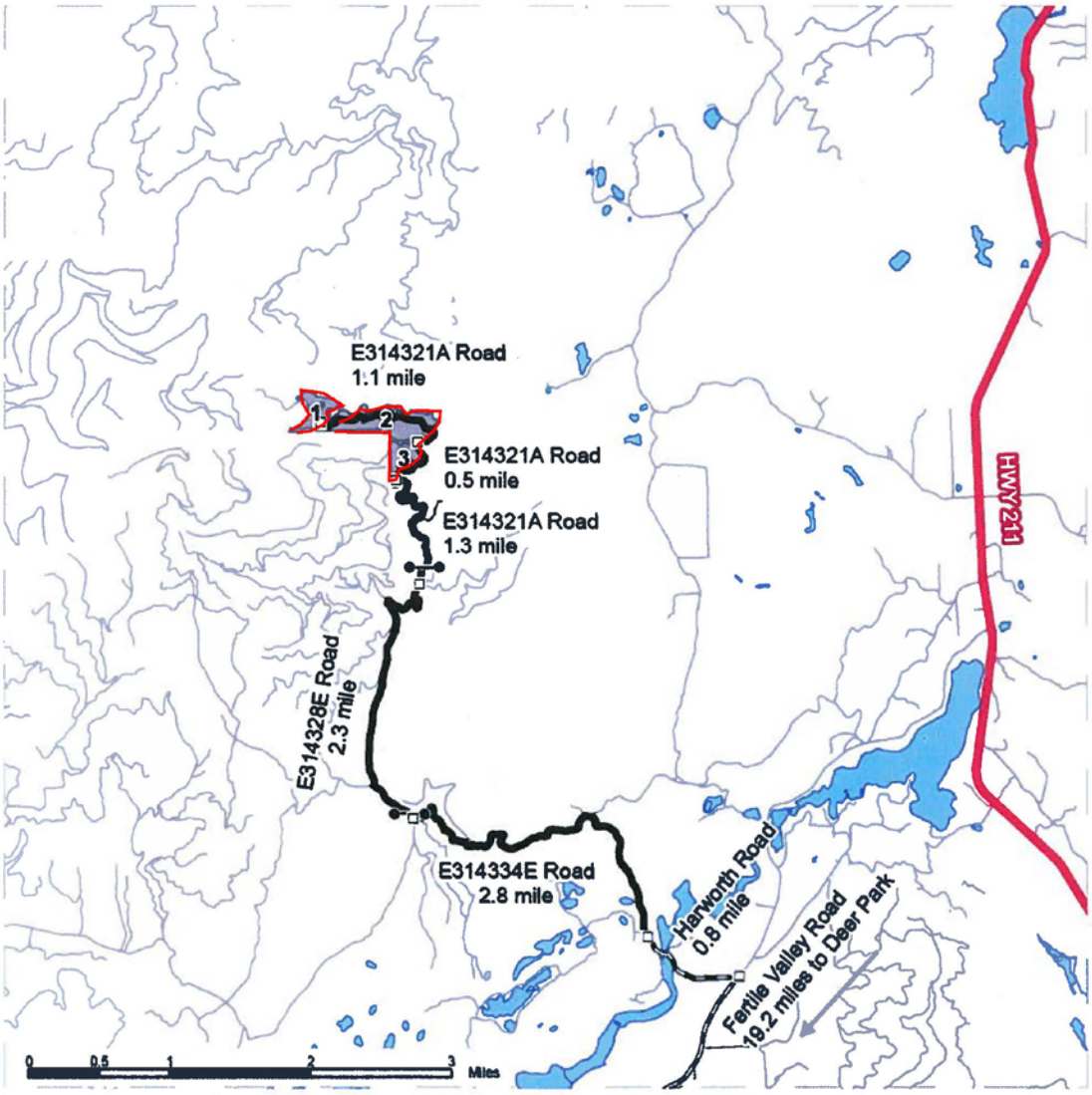
N

Prepared By: dzei490 Creation Date: 9/6/2012 Modification Date: 4/4/2013

DRIVING MAP Ground Herbicide Contract #1496

SALE NAME: POWER TOWER SORTS
AGREEMENT#: 30-089132
TOWNSHIP(S): T31R43E
TRUST(S): Common School and Indemnity(3)

REGION: Northeast Region
COUNTY(S): PEND OREILLE
ELEVATION RGE: 2958-3556



- Timber Sale Unit
- Haul Route
- Other Route
- County Road
- Highway
- Gate
- Milepost Markers
- Open Water

DRIVING DIRECTIONS:

From Deer Park, WA travel east on Crawford Street for approximately 1.0 mile and continue eastbound on Deer Park - Milan Road for approximately 5.2 miles to Highway 2. Turn North on Highway 2, traveling approximately 6.3 miles. Turn west onto Fertile Valley Road and then traveling nor hbound for approximately 6.7 miles to Harworth Road. Travel westerly on Harwor h Road for 0.8 mile. Turn onto E314334E Road and travel northwesterly for 2 8 miles. Turn onto E314328E Road, travel nor h for 2.3 miles. Turn onto E314321A, continuing nor h for 1.3 miles to Unit 3. Con inue northbound on E314321A for approximately 0.5 mile to enter Unit 2. Con inue north-northwesterly on E314321A for approximately 1.1 miles to enter Unit 1.

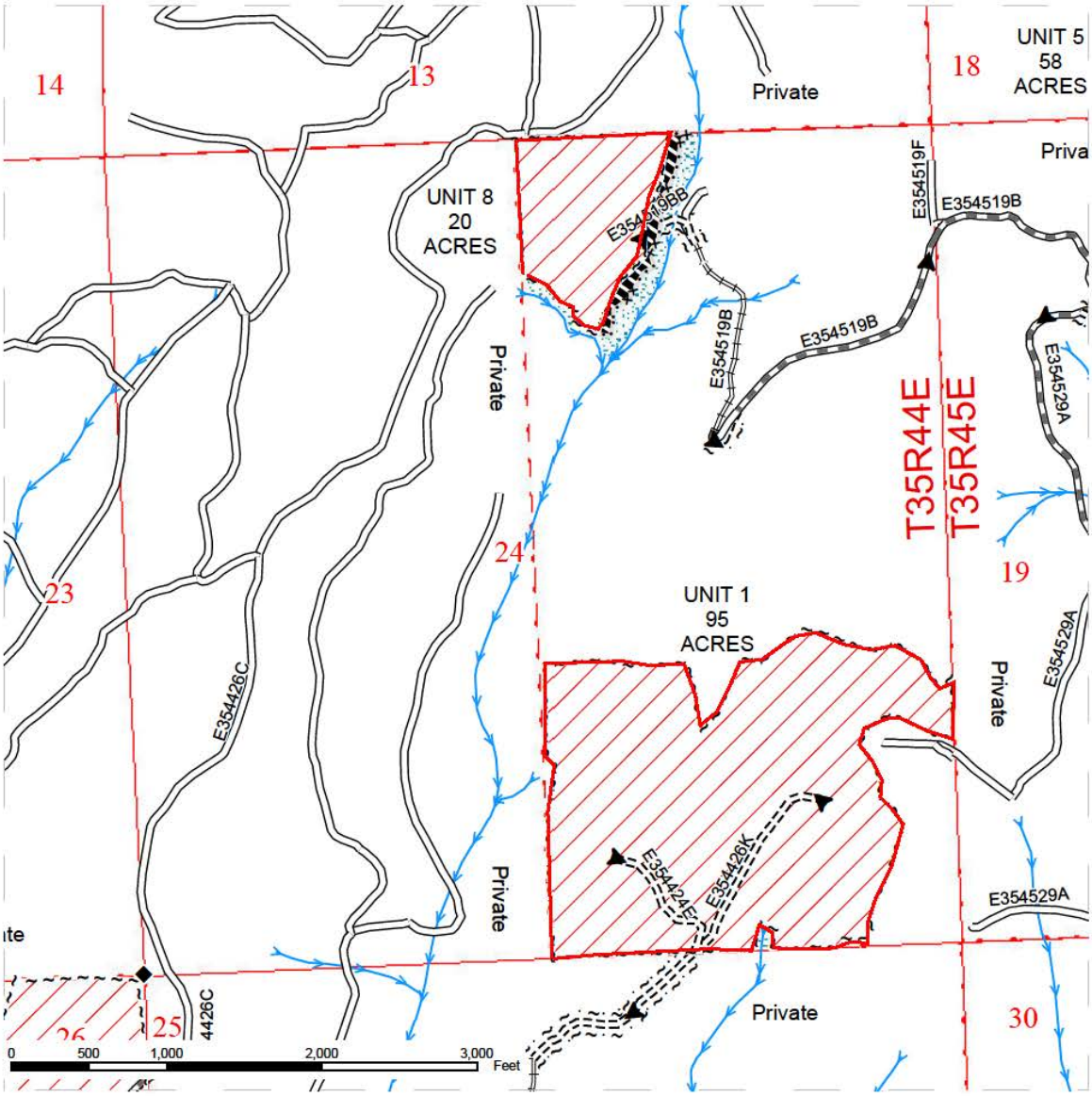
N

Prepared By: dzai490 Creation Date: 9/6/2012 Modification Date: 3/4/2013

TIMBER SALE MAP Ground Herbicide Contract #1496

SALE NAME: PYRAMID PASS SORTS
AGREEMENT#: 30-087965
TOWNSHIP(S): T35R44E, T35R45E
TRUST(S): Common School and Indemnity(3)

REGION: Northeast Region
COUNTY(S): PEND OREILLE
ELEVATION RGE: 3211-5608



~ ~ ~ **Sale Boundary Tags**	Existing Road	Open Water
Ground Logging	New Construction	RMZ
Cable Logging	Required Reconstruction	**Streams**
Special Mgmt Area Tags	PreHaul Maintenance	Monumented Corners
Leave Tree Area	Designated Skid Trail	**DNR Managed Lands**
Right of Way Acres = 10	Haul Route	**Public Land Survey Sections**
	GATE	

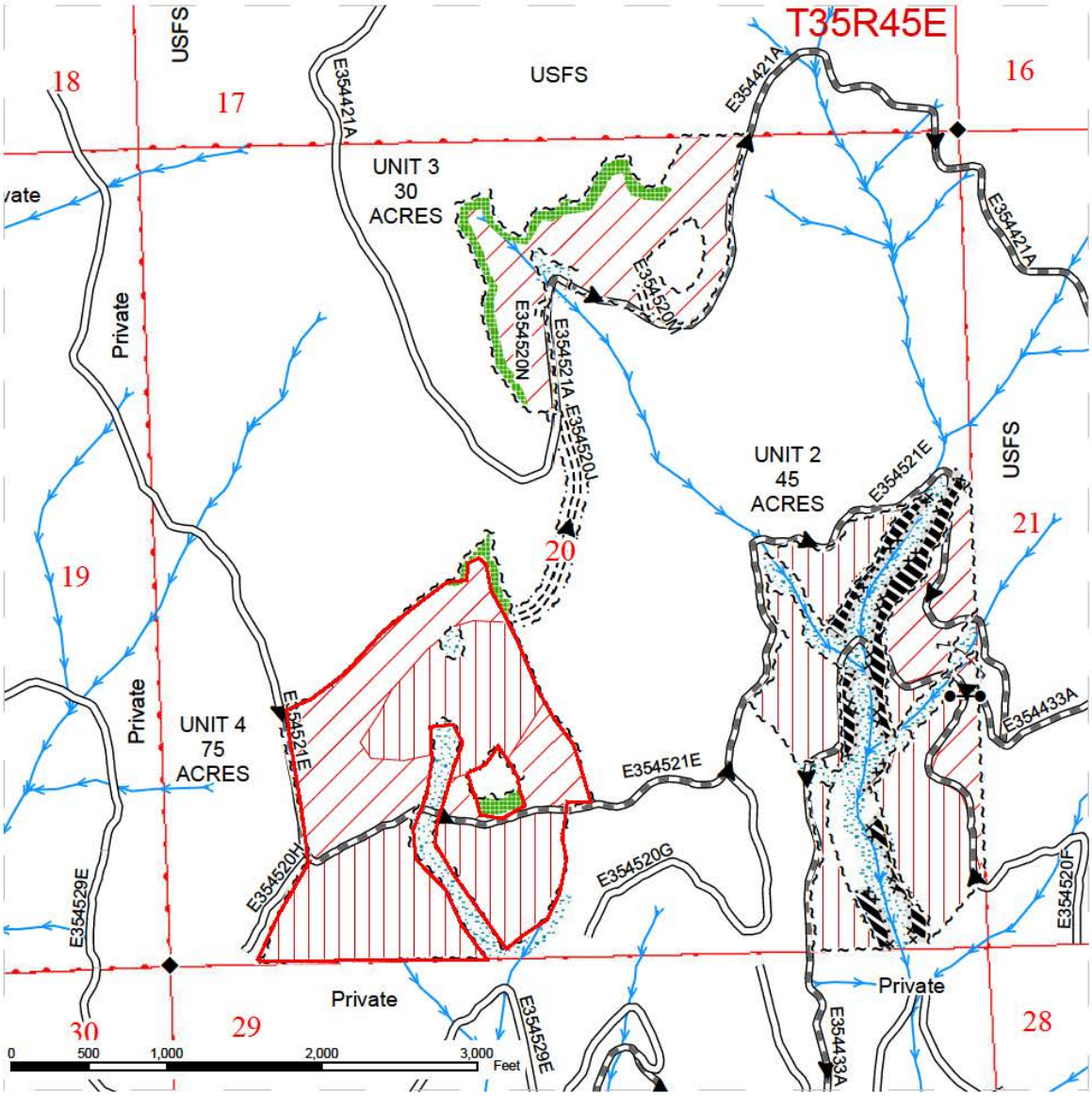
N

Prepared By: dzei490 Creation Date: 11/14/2011 Modification Date: 4/5/2013

TIMBER SALE MAP Ground Herbicide Contract #1496

SALE NAME: PYRAMID PASS SORTS
AGREEMENT#: 30-087965
TOWNSHIP(S): T35R44E, T35R45E
TRUST(S): Common School and Indemnity(3)

REGION: Northeast Region
COUNTY(S): PEND OREILLE
ELEVATION RGE: 3211-5608



~ ~ ~ **Sale Boundary Tags**	Existing Road	Open Water
Ground Logging	New Construction	RMZ
Cable Logging	Required Reconstruction	**Streams**
Special Mgmt Area Tags	PreHaul Maintenance	Monumented Corners
Leave Tree Area	Designated Skid Trail	**DNR Managed Lands**
Right of Way Acres = 10	Haul Route	**Public Land Survey Sections**
	GATE	

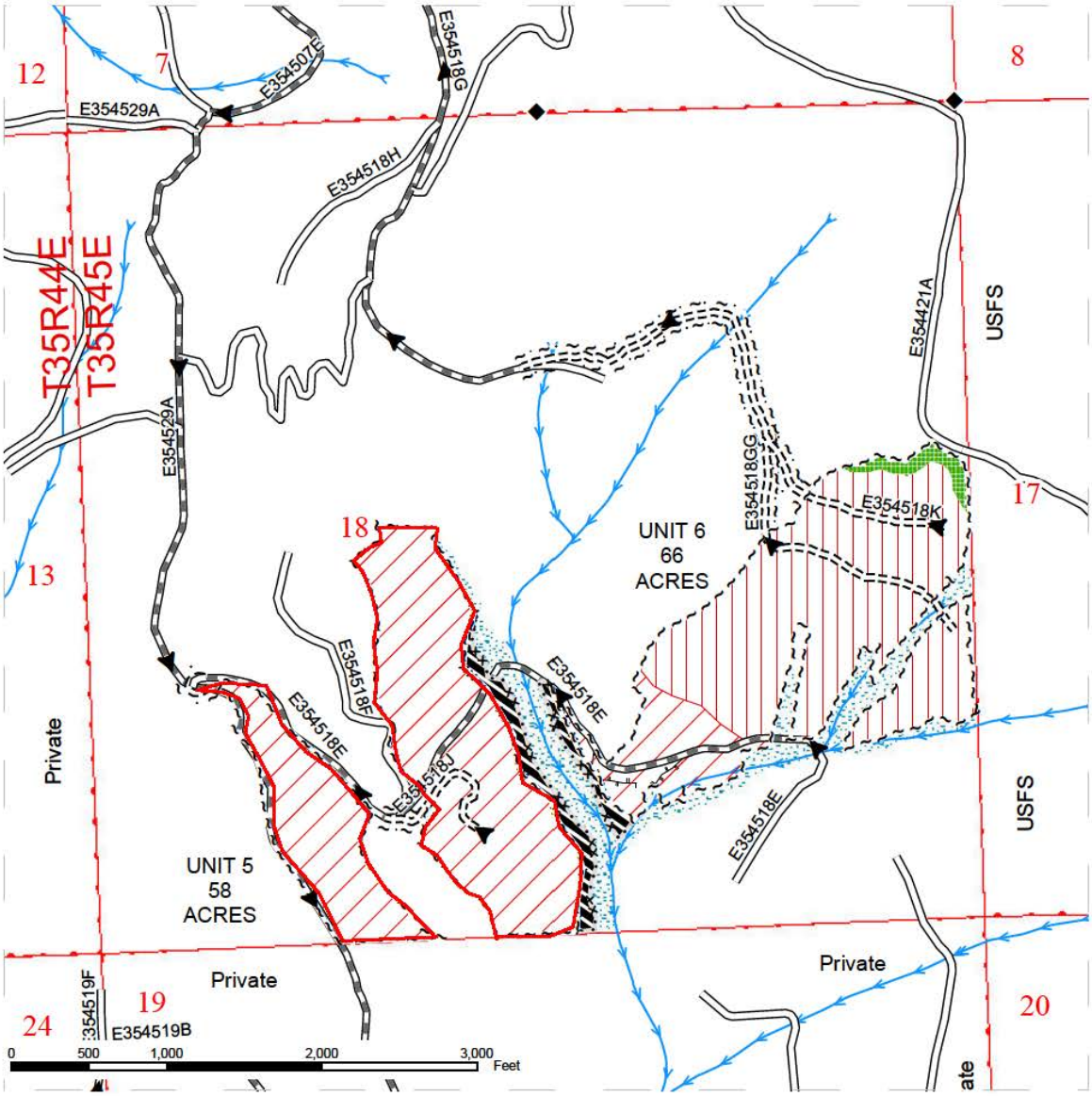
N

Prepared By: dzei490 Creation Date: 11/14/2011 Modification Date: 4/5/2013

TIMBER SALE MAP Ground Herbicide Contract #1496

SALE NAME: PYRAMID PASS SORTS
AGREEMENT#: 30-087965
TOWNSHIP(S): T35R44E, T35R45E
TRUST(S): Common School and Indemnity(3)

REGION: Northeast Region
COUNTY(S): PEND OREILLE
ELEVATION RGE: 3211-5608



~ ~ ~ **Sale Boundary Tags**	Existing Road	Open Water
Ground Logging	New Construction	RMZ
Cable Logging	Required Reconstruction	**Streams**
Special Mgmt Area Tags	PreHaul Maintenance	Monumented Corners
Leave Tree Area	Designated Skid Trail	**DNR Managed Lands**
Right of Way Acres = 10	Haul Route	**Public Land Survey Sections**
	GATE	

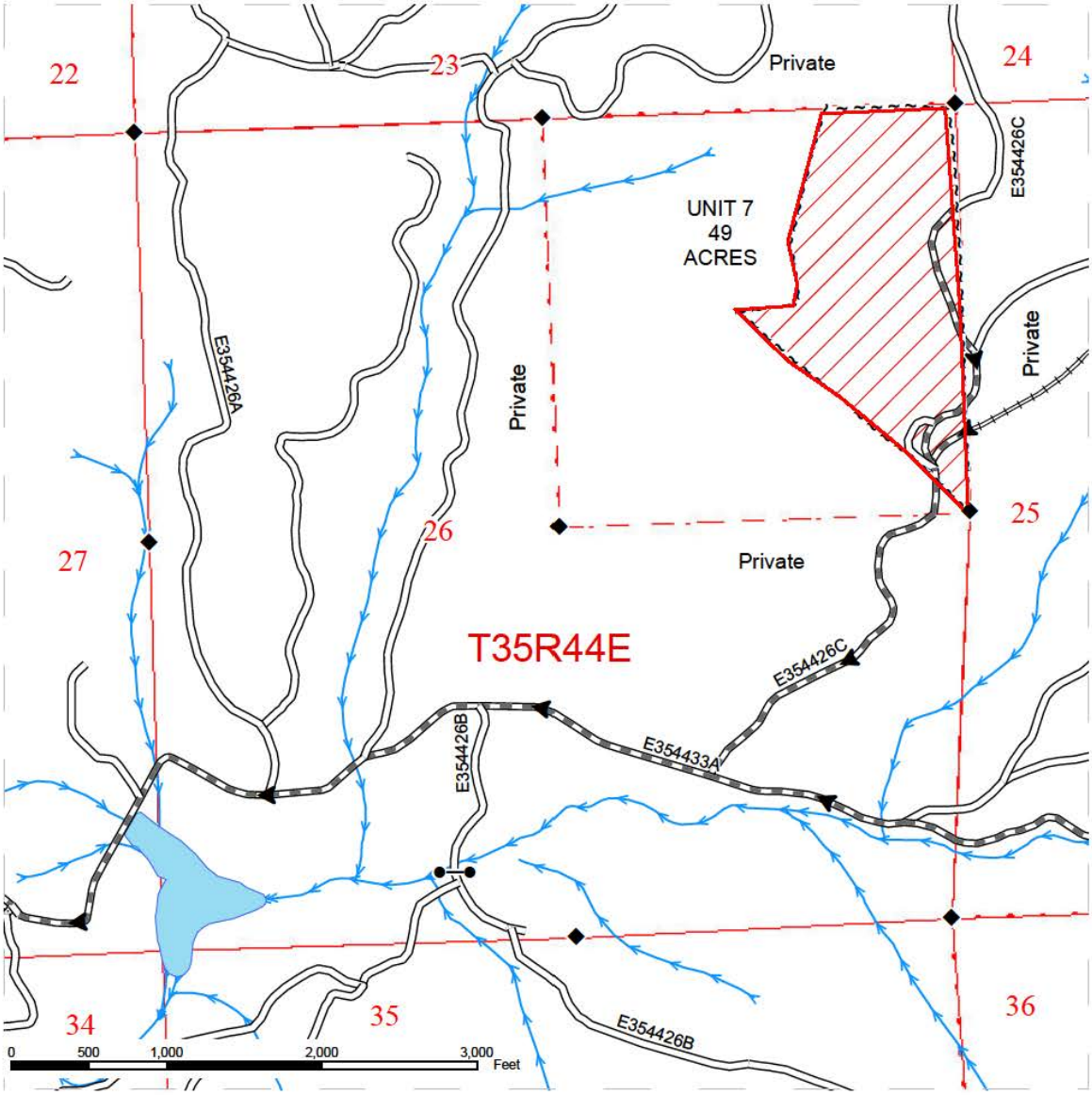
N

Prepared By: dzei490 Creation Date: 11/14/2011 Modification Date: 4/5/2013

TIMBER SALE MAP Ground Herbicide Contract #1496

SALE NAME: PYRAMID PASS SORTS
AGREEMENT#: 30-087965
TOWNSHIP(S): T35R44E, T35R45E
TRUST(S): Common School and Indemnity(3)

REGION: Northeast Region
COUNTY(S): PEND OREILLE
ELEVATION RGE: 3211-5608



~ ~ ~ **Sale Boundary Tags**
Ground Logging
Cable Logging
Special Mgmt Area Tags
Leave Tree Area
Right of Way Acres = 10
Existing Road
New Construction
Required Reconstruction
PreHaul Maintenance
Designated Skid Trail
Haul Route
GATE
Open Water
RMZ
Streams
Monumented Corners
DNR Managed Lands
Public Land Survey Sections

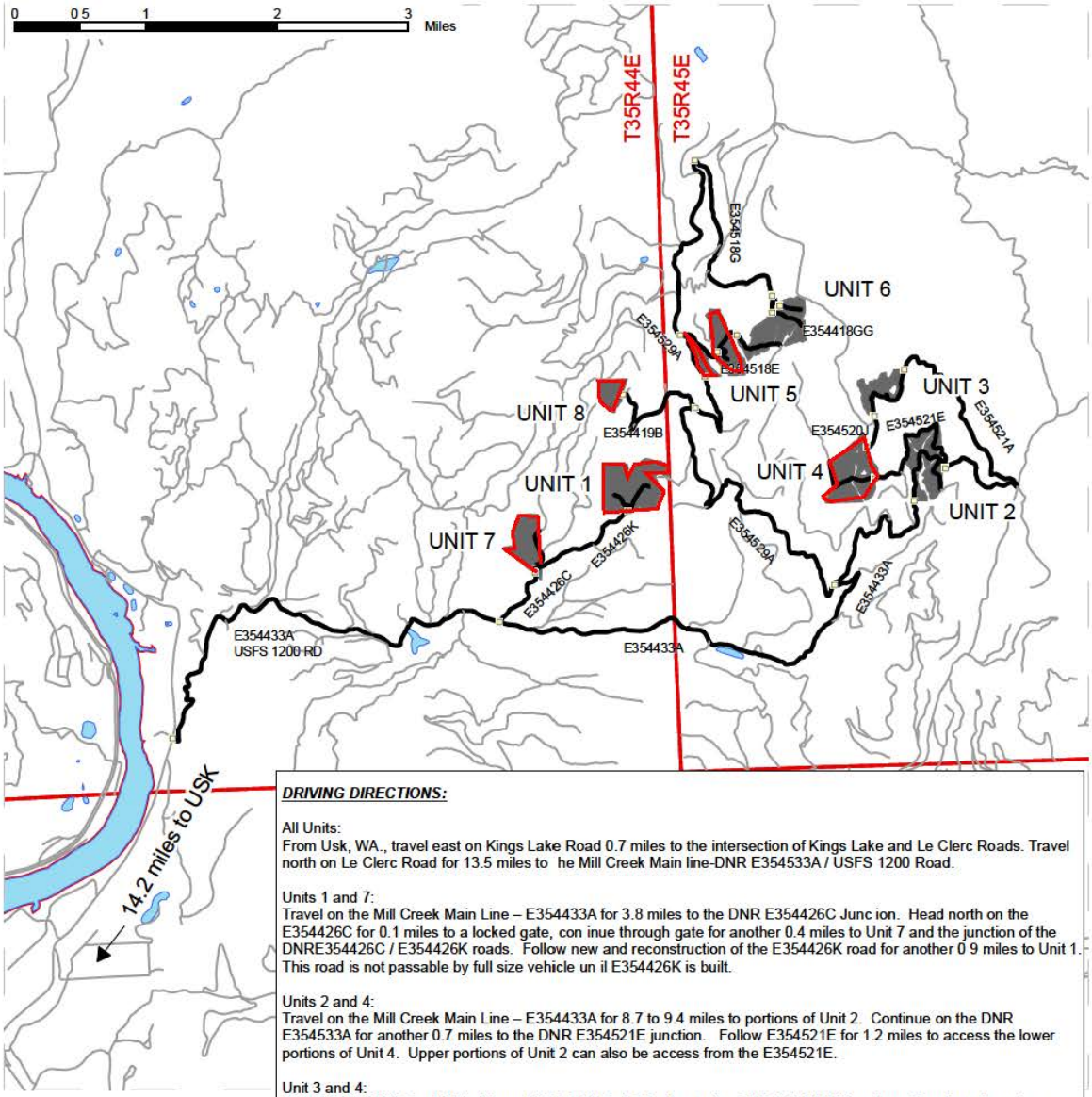
N

Prepared By: dzei490 Creation Date: 11/14/2011 Modification Date: 4/5/2013

DRIVING MAP Ground Herbicide Contract #1496

SALE NAME: PYRAMID PASS SORTS
AGREEMENT#: 30-087965
TOWNSHIP(S): T35R44E, T35R45E
TRUST(S): Common School and Indemnity(3)

REGION: Northeast Region
COUNTY(S): PEND OREILLE
ELEVATION RGE: 3211-5608



DRIVING DIRECTIONS:

All Units:
From Usk, WA., travel east on Kings Lake Road 0.7 miles to the intersection of Kings Lake and Le Clerc Roads. Travel north on Le Clerc Road for 13.5 miles to he Mill Creek Main line-DNR E354533A / USFS 1200 Road.

Units 1 and 7:
Travel on the Mill Creek Main Line – E354433A for 3.8 miles to the DNR E354426C Junc ion. Head north on the E354426C for 0.1 miles to a locked gate, con inue through gate for another 0.4 miles to Unit 7 and the junction of the DNRE354426C / E354426K roads. Follow new and reconstruction of the E354426K road for another 0 9 miles to Unit 1. This road is not passable by full size vehicle un il E354426K is built.

Units 2 and 4:
Travel on the Mill Creek Main Line – E354433A for 8.7 to 9.4 miles to portions of Unit 2. Continue on the DNR E354533A for another 0.7 miles to the DNR E354521E junction. Follow E354521E for 1.2 miles to access the lower portions of Unit 4. Upper portions of Unit 2 can also be access from the E354521E.

Unit 3 and 4:
Travel on the Mill Creek Main Line – E354433A for 10 2 miles to the DNR E354521A junction. Travel north on he E354521A road for 1.7 miles to Unit 3. Continue through Unit 3 on he E354521A for ano her 0.6 miles to station 0+00 of DNR E354520J road. Follow new road construction for another 0.3 miles to access the upper portions of Unit 4.

Unit 5 and 6:
Travel on the Mill Creek Main Line – E354433A for 7.3 miles to the DNR E354529A junction. Travel on the E354529A for 3.5 miles to Unit 5. Continue on the E354529A for another 0.4 miles to the E354529A / E354518E junction. Travel east along he E354518E for 0.3 miles to the upper portion of Unit 5 and another 0.4 miles to the bottom of Unit 6.
To access the upper portions of Unit 6 travel north on the E354529A from the E354529A / E354518E junction 0.7 miles to a locked gate. Continue hrough the gate for another 0.9 miles along he E354529A to the DNR E354518G junction. Travel south on the E354518G for 1.2 miles to station 0+00 of DNR E354518GG. Follow new construction for 0.6 miles to Unit 6 and another 0 2 miles to the top portion of Unit 6.

Unit 8:
Travel on the Mill Creek Main Line – E354433A for 7.3 miles to the DNR E354529A junction. Travel on the E354529A for 2.8 miles to DNR E354419B junction. Travel west on the E354419B for 0.9 miles to Unit 8 and sta ion 0+00 of he E354419BB. Unit 8 is not accessible by vehicle until temporary road (E354419BB) is built.

Timber Sale Unit
Haul Route
Other Route
Milepost Markers
Open Water

N

Prepared By: dzei490 Creation Date: 11/14/2011 Modification Date: 4/5/2013

SECTION III-A: BID FORM

CONTRACT NUMBER 1496

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 **1496**.

Unit Name	Acres	Unit Bid Price (Per Acre)	Unit Total	
Camas Hill U2	91		$	
Empire U1	106		$	
Empire U4	46		$	
Power Tower U1	24		$	
Power Tower U2	70		$	
Power Tower U3	25		$	
Pyramid Pass U1	94		$	
Pyramid Pass U4	75		$	
Pyramid Pass U5	58		$	
Pyramid Pass U7	49		$	
Pyramid Pass U8	20		$	
Contract Acres:	658		$	

Bidder's Name and Address:

Signature:_____

Title: _____

Company:_____

Note:
Bids will be accepted until 10am on June 24, 2014.

Bid shall include all six of the following items:

1) This 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;
5) Photocopy of Commercial Operator or Applicator License and
6) Bid deposit.

All documents must be legible and properly completed.

All five items shall be placed in a sealed bid envelope prepared in the following manner:

Addressed to:	Loren Torgerson Region Manager c/o Phil Anderson Washington State Department of Natural Resources 225 S. Silke Road Colville, WA 99114
Upper left corner:	Bidder's Name Bidder's Address
Lower left corner:	Ground Herbicide – "Sealed Bid" Invitation to Bid on Contract Number: **1496**

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

INVITATION TO BID ON CONTRACT NUMBER _____1496_____
(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 _____

Signature _____

Title _____

Address _____

City and State _____

Business Phone _____

Home Phone _____

Labor & Industries Account # _____

Washington Business License # _____

Additional Signatures _____

_____

_____

_____

_____

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 1496. 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 1496, Ground Herbicides is hereby awarded to _____

State of Washington,
Department of Natural Resources

By: _____
(Signature) (Date)

Loren Torgerson
Northeast Region Manager

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

A-08 Attachment

A. List of nearby medical facilities

HOSPITAL NAME & ADDRESS	PHONE	LATITUDE	LONGITUDE
Providence St. Joseph Hospital 500 E. Webster, Chewelah, WA	509-935-8211	48˚ 17’ 29.6350”N	117˚ 42’ 33.8740”W
Newport Community Hospital 714 W. Pine Street Newport, WA 99156	509-447-2441	48˚ 10’ 54.6590”N	117˚ 02’ 57.7300” W
Providence Holy Family Hospital 5633 North Lidgerwood Street, Spokane, WA	509-482-2460 (ER)	47˚ 42’ 37.6090” N	117˚ 24’ 24.7760” W