



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

**INVITATION TO BID:
SITE PREPARATION - GROUND HERBICIDE
(BROADCAST)
CONTRACT #1522**

You are invited to bid on the following Site Preparation – 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
1522	830	26	NW Region	

BID PROCEDURES

Bid Delivery

The bidder shall prepare one complete bid form for each contract, available in Section IV-A 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 July 23, 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 IV-A of the draft contract),
- 2) Contractor's Declaration of Industrial Insurance Status (Section IV-B of the draft contract);
- 3) Solicitation to Offer (Section V 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: Jean 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: SITE PREPARATION – GROUND HERBICIDE – “Sealed Bid”
Invitation to Bid on Contract Number: 1522

Bid Form Requirements

Bids must be submitted on the Bid Form (Section IV-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-1) 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://des.wa.gov/services/IT/SystemSupport/Accounting/Pages/swps.aspx>
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: July 28, 2014 to September 12, 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.

HOSPITAL NAME	ADDRESS	CITY	ZIP	PHONE
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



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

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

SITE PREPARATION – GROUND HERBICIDE

Contract Number #1522

Contract Digest: Site Preparation, Ground Herbicide
(Ground based herbicide application to reduce vegetative competition prior to tree planting.)

Contract Scope: 830 acres in Skagit, Snohomish and Whatcom Counties

Term of Contract: Monday, July 28th, 2014 – Friday, September, 12th, 2014

SECTION I

- Notice to All Bidders
- Instructions to Bidders
- Special Notices
- Definitions

SECTION II

- Division I Bidding Requirements
- Division II General Provisions
- Division III Specifications for the Activity

SECTION III

- Unit Description Summary & Requirements
- Unit Maps
- Vicinity Maps

SECTION IV

- Bid Form
- Contractor's Declaration of Industrial Insurance Status

SECTION V

- Offer and Contract Award

**SECTION I
NOTICE TO ALL BIDDERS**

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

Department of Natural Resources
Northwest Region
919 North Township Street
Sedro Woolley, WA 98284

Bid Opening: Bids will be accepted at the Department's NW Region office until **1:00 pm on , July 23rd, 2014** at which time and place all bids will be opened and read aloud.

Examination of Units: You are invited to bid this work and are **strongly** advised to examine the areas prior to bidding. Questions pertaining to unit(s) can be answered by contacting Northwest Region Intensive Management Forester, Peter Hurd, at (360) 854-2881.

**SECTION I
INSTRUCTIONS TO ALL BIDDERS**

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

Peter Hurd, Intensive Management Forester
Department of Natural Resources
919 North Township Street
Sedro Woolley, WA 98284

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

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

Addressed to: Jean Fike, Region Manager
In Care Of: Peter Hurd
Northwest Region Intensive Management Forester
Department of Natural Resources
919 North Township Street
Sedro Woolley, WA 98284

Upper left corner: Bidder's Address

Lower left corner: Site Prep, Gr. Herbicide - "Sealed Bid"
Invitation to Bid/Contract No. **1522**

Questions concerning this Invitation to Bid/Contract should be referred to Contract Manager, Peter Hurd, of the Northwest Region office by calling (360) 854-2881.

SECTION I
SPECIAL NOTICES

Term of contract: July 28th, 2014 – September 12th, 2014

Nozzles: Nozzles must have a Volume Median Diameter (VDM or DV0.5) rating of greater than 550 microns. (SEE CLAUSE 3-21.02)

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

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

Gate Access: All gates will use locks that require an F1-3 key. This key is available from the Northwest Region office in Sedro Woolley.

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

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

PLEASE NOTE INSURANCE REQUIREMENTS (SEE CLAUSE 2-24)

A BID DEPOSIT IS REQUIRED (\$1000) WITH THIS BID OPENING (SEE CLAUSE 1-23).

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.

St. Joseph Hospital, 2901 Squalicum Parkway, Bellingham Ph: 360-734-5400
United General Hospital: 1971 Highway 20, Sedro Woolley Ph: 360-856-6021
Skagit Valley Medical Center, 1415 E Kincaid St, Mt. Vernon Ph: 360-424-4111
Cascade Valley Hospital, 330 S Stillaguamish Ave, Arlington Ph: 360-435-2133
Valley General Hospital, 14701 179th St. SE, Monroe Ph: 360-794-7497
Providence General Hospital. 14th and Colby Ave., Everett Ph: 425-261-2000

The Department reserves the right to amend this Invitation to Bid/Contract by giving written notification to all known bidders at least seven (7) days prior to bid opening.

Payments on this Invitation to Bid can only be paid out to contractors who are registered with The Office of Financial Management (OFM)

<http://des.wa.gov/services/IT/SystemSupport/Accounting/Pages/swps.aspx>

Please follow the link for instructions on how to register or call the phone number listed below.

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

DEFINITIONS

- A. 'Compliance Forester' means the Department staff performing the compliance inspections, approves Work, recommends payment to the Contract Manager, and manages the Work Schedule.
- B. 'Contract' means this Invitation to Bid/Contract the Pre-Work Conference packet and all required documents provided by the contractor.
- C. 'Contract Manager' means the Department staff that processes this Contract, makes payments, provides and facilitates dispute resolution, provides technical advice to the Compliance Forester, and is the first point of contact for questions relating to this Contract or interpretation of Work. The Contract Manager may perform the duties of the Compliance Forester.
- D. 'Contractor' means the bidder who was awarded this Contract.
- E. 'Department' means the Department of Natural Resources of the State of Washington, acting through an authorized employee.
- F. 'Designated Contract Representative(s): Those individuals designated by the Contractor on the Pre Work form during the Pre Work Conference.
- G. 'Force Majeure' means those acts that are unforeseeable and beyond the control of either party to the Contract. Acts of Force Majeure include, but are not limited to: acts of God, the public enemy, fire, or other casualty. Force Majeure may result in an equitable adjustment in the time period to complete the Contract.
- H. 'Item' means the smallest category of area that can be awarded to one contractor. This contract can be a roll-up of a large geographic area and Items are used for award purposes to identify to the contractor what portions of this contract their specific award is for.
- I. 'Pre-Work Conference' is the meeting between the department and the contractor after award of the contract is made but prior to commencement of work. Items agreed upon in this meeting are signed off by both the department and the contractor and become part of the contract
- J. 'Region Manager' means the designated Department staff responsible for managing the affairs of the Department in designated large geographic areas. The Region Manager may perform the duties of the Contract Manager.
- K. 'Unit' is the individual geographical area that the Work is to be done on. Each unit is specifically identified by number on the Bid Form (Section IV), the Unit Description, and corresponding Unit Map (Section III).
- L. 'Work Schedule' means the approved timeline for how the requirements of this contract will be fulfilled by the contractor. The work schedule is agreed upon during the Pre-Work Conference by both the department and the contractor.
- M. 'Work' means the services the Contractor is required to satisfactorily complete this Contract found in Section II Specifications for the Activity and Section III Unit Description
- N. 'Unit Bid Price' is the rate per acre written in the Unit Bid Price column of the bid form (Section IV Bid Form).

SECTION II, Division I - Bidding Requirements

1-10 Preparation of Bids

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

1-20 Submission of Bids

- 1-21 Your bid response to this Invitation to Bid/Contract is an offer to contract with the Department of Natural Resources. A bid response becomes a contract when officially accepted and awarded by the Department as evidenced by return of a countersigned SECTION V, "Offer and Contract Award".
- 1-22 Bids shall be submitted using the Bid Form, and the Offer and Contract Award form from SECTIONS IV and V of this document. The following shall be delivered to the Department's Region office in an envelope which shall be marked "Sealed Bid" and addressed to the Department's Region Manager as specified in Instructions To All Bidders (Page 2): The Bid Form and the Offer and Contract Award form properly completed and signed, and a bid deposit as specified in Clause 1-23. No Facsimiled, E-mailed or any other non-original form of bids will be considered. Failure to comply with the above requirements or the requirements of Clause 1-23 prior to bid opening shall be cause to reject the Contractor's bid(s).
- 1-23 A bid deposit of ONE THOUSAND DOLLARS (\$1000) is required. This deposit is for the express purpose of assuring the Department that the Contractor will honor said bid and accept award of any and all items on which the Contractor may be the lowest responsible bidder. In the event the Contractor fails to honor said bid by rejecting award of any item, the Contractor will automatically forfeit the bid deposit. The bid deposit must be in the form of certified check and must be delivered to the Department's Region office as per Clause 1-22. The bid deposit of a successful bidder will be released when the required performance/damage deposit (Clause 1-31) has been submitted and approved.

1-30 Performance/Damage Deposit

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

1-40 Award of Contract

- 1-41 Oral explanation and interpretations prior to bid opening shall not be binding.
- 1-42 "Units" to be awarded are identified in the Bid Form. Individual "Units" are described in the Unit Description. The Department reserves the right to amend this Invitation to Bid/Contract by giving written notification to all bidders seven (7) days or more prior to bid opening.
- 1-43 Award of contract shall be to the lowest responsible bidder as determined by the Department of Natural Resources (Clause 1-44). To be considered, bids must conform to the bidding requirements herein, except that the Department may waive informalities and minor irregularities in bids received. The Department further reserves the right to reject any or all bids received.
- 1-44 In determining the lowest responsible bidder, in addition to price, the following may be considered: (a) the ability, capacity, and skill of the bidder to perform the contract; (b) the character, integrity, reputation, judgment, experience, and efficiency of the bidder; (c) whether the bidder can perform the contract within the time specified; (d) the quality of performance of previous contracts; and (e) the previous and existing compliance by the bidder with laws relating to the contract or services. Any contractor who, within the last two years of the start date of this contract, has had unsatisfactory performance resulting in the termination of a Department silviculture contract, will not be considered a responsible bidder unless the contractor provides government or forest industry references demonstrating acceptable performance on a minimum of 800 acres of ground application of herbicides since the time of the aforementioned termination. The Department's determination that a bidder is not qualified shall result in rejection of the bid submitted.
- 1-45 An Award Instructions letter and a copy of the executed contract will be mailed to the successful bidder. The contract award is conditioned on the following: Within ten (10) days after the Contractor receives their Award Instructions letter the Department must receive the following from the Contractor:
- a) A performance/damage deposit per clause 1-31
 - b) A certificate of insurance per clause 2-24
 - c) A Contractor's Declaration of Insurance Status Form per clause 2-29
 - d) A copy of your WSDA Commercial Operator's or Applicator's License per clause 3-21.06
 - e) A copy of your 2014 Farm Labor Contractor's License or Letter of Exemption from the Department of Labor & Industries per clause 3-21.15

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

SECTION II, Division II - General Requirements

2-20 Responsibilities and Legal Relations

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

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

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

2-20 Responsibilities and Legal Relations (continued)

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

Before using any rights granted herein, Contractor shall furnish the Department with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified above. Certificate(s) must reference the Contract number **1522** and be in effect during the term of this contract.

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

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

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

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

2-30 Subcontracting

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

2-40 Determination of Payment

- 2-41 The boundaries as designated under Clause Section 2-100, and defined in detail on the Unit Description attached, provide the basis for determining acreage completed. Failure to complete work to boundaries established by the Department renders work unsatisfactorily completed. The Contractor is to take the initiative in determining whether boundaries are sufficiently marked. No consideration will be given for work that extends beyond unit boundaries. If work extends beyond unit boundaries, charges may be levied against the Contractor by the Department for damages suffered.
- 2-42 Contract compliance inspection of work performed and payment for work performed will be based on acreage completed (Clause 2-41).
- 2-42.01 Using specifications contained in Clause Section 3-20 and in the Unit Description the Department representative will inspect and determine if work performed is satisfactory.
- 2-43 The Department may at its option subdivide and inspect units to determine the acceptability of work performed. Subdivisions for this purpose will be a minimum of ten (10) acres in size.
- 2-44 At the Department's option, the Contractor shall rework a unit or subdivision of a unit on which the Contractor's work performance is not rated satisfactory, and further, it shall be the Department's option to require the rework be completed prior to starting new work. Reworked areas will be reexamined for contract compliance the resulting performance rating will supersede the previous performance rating for the area in question.
- 2-45 Payment shall be made as follows:
- 2-45.01 Payment may be made by the month, unit or by one total payment. Details of payment schedule will be determined in the pre-work conference (Clause 2-71). The Department will attempt to comply with the desires and needs of the Contractor but assumes no legal duty or obligation to adhere to the schedule of payment so arranged.
- 2-45.02 Partial payment may be made upon completion of part of a unit as determined by the Department. Request for partial payment is to be made by the Contractor utilizing the Contractor's Billing Invoice and Compliance Report provided by the Department. The Contractor or Contract Representative (Clause 2-28) shall sign the Compliance Report after completion of each such "sub-unit" being submitted for payment. The Department Representative will then make payment recommendations by preparing a Contractor's Billing Invoice and forwarding it along with the Compliance Report to the Department's Region office for processing.
- 2-45.03 The Department Representative shall sign the Contractor's Billing Invoice and Compliance Report form at the conclusion of work on each unit or group of units, as determined by the payment schedule agreed upon during the pre-work conference. Final payment will not be made to the Contractor unless the Compliance Report form is signed by the Contractor or Contract Representative and the Department representative, and "final" payment is designated thereon.
- 2-45.04 If a unit's contract acreage is disputed the Contractor may upon completion of the unit request a verification traverse by the Department, the request must be in writing and signed by the Contractor. The Department will pay the Contractor based on acres determined from the verification traverse. If the verification traverse indicates the net acres specified in the Unit Description are correct within plus or minus five percent (5%) the Contractor shall pay the cost of the verification traverse at a rate of ten dollars (\$10.00) per one hundred (100) feet of traversed boundary.

2-40 Determination of Payment (continued)

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

2-50 Nondiscrimination

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

2-60 Contract Administration

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

2-70 Contract Work Procedure

- 2-71 The Contractor shall attend a prework conference prior to commencing contract work (see Clauses 2-28, 2-45.01 and 2-72). The time and place of the prework conference shall be determined by the Department, the Contractor will be notified of the time and place when the contract is awarded. When considered practical by the Department the time and/or place of the prework conference may be altered if requested in writing by the Contractor.
- 2-72 A work schedule is required from the contractor. The work schedule shall be set at the prework conference (Clause 2-71) and must be acceptable to the Department. To be acceptable the work schedule must be practicable: The work schedule must identify the latest date by which the Contractor agrees to commence contract work on each unit awarded. The work schedule must allow a reasonable time period for the work to be completed according to contract requirements herein, and further, if more than one unit has been awarded the work schedule must indicate the sequence in which the units will be worked by the Contractor. If for any reason during the contract period the Contractor's work schedule is no longer viable, the Contractor must submit a revised work schedule for Department approval.
- 2-73 The Contractor shall obtain written permission to begin work on a unit. Such permission shall be applied for through the Department's Region office listed in the Notice To All Contractors section of the contract. Permission requests will require a minimum of two working days to process. The Department at its option may require person-to-person discussions between the Contractor and selected Department representatives prior to granting the required written permission. In the event the Contractor stops work for a period of one (1) week or more, or if the initial start-up is delayed by one (1) week or more the Contractor must reapply for permission to begin work.
- 2-74 Work shall only proceed on regular Monday through Friday work days. If allowed, work on weekends or designated State holidays will require written permission from the Department. Daily starting time shall be no earlier than 6:30 a.m. at the Unit unless approved in writing by the Compliance Forester.

2-80 Work Progress and Contract Performance

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

2-90 Fire Responsibility

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

2-100 Boundaries

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

2-110 Merchantable Products

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

2-120 Litter and Refuse

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

2-130 Camping

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

SECTION II, Division III - Specifications

3-10 Unit Description

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

3-20 Contractor and Department Obligations

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

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

<u>Brand Name Herbicide:</u>	<u>Approved Substitute(s)</u>	
Accord Concentrate EPA # 62719-324	Foresters Rodeo	EPA # 228-381 EPA # 62719-324
Chopper GEN2 EPA # 241-430	Polaris SP Rotary 2SL	EPA # 228-536 EPA # 81927-6
Oust Extra EPA # 352-622	SFM Extra Sulfomet Extra Spyder Extra	EPA # 81927-5 EPA # 352-622-85588 EPA # 228-690

Surfactants: Syl-Tac, Phase or Dyne-Amic

- 3-21.02 Nozzles must have a Volume Median Diameter (VDM or DV0.5) rating of greater than 550 microns.
- 3-21.03 To provide liquid coloring agent if specified in the Unit Description(s). Liquid coloring agent shall be "BullsEye" (blue or red) manufactured by Milliken Chemicals; an equivalent product may be substituted if approved in writing by the Contract Manager.
- 3-21.04 Upon request, provide a sample of the herbicide solution being applied as treatment.
- 3-21.04 To keep records of each day's application work. The records to be kept shall be as per the Department's "Chemical Application Record". The Contractor shall provide the Department with such records prior to payment for work completed, or at any time earlier if requested by the Department.
- 3-21.06 To bear all costs of operation not specifically furnished by the Department under Clause Section 3-22.
- 3-21.07 To provide a licensed Commercial Operator or Applicator on the work site when herbicide is being applied.
- 3-21.08 To provide all workers adequate crew supervision and serviceable equipment to satisfactorily accomplish treatment of acres described in the Unit Description.

- 3-21.09 To furnish all safety equipment.
- 3-21.10 To mix and apply herbicide on site as per the Unit Description(s)
- 3-21.11 To keep herbicide from contacting conifer trees.
- 3-21.12 To identify treatment strips, spots, stems, or clumps with semi-permanent marker (e.g. plastic flagging)
- 3-21.13 To properly dispose of all herbicide solutions, residues and empty containers.
- 3-21.14 To cease operations when:
 - a) Wind exceeds twelve (10) miles per hour, or
 - b) Air temperature is less than 40°F or greater than 85°F, or
 - c) Rainfall causes water to run down stems of target plants, or
 - d) The Department's representative determines spray conditions are unsuitable .
- 3-21.15 To refrain from applying herbicide to Department designated buffer area.
- 3-21.16 To have a 2014 Farm Labor Contractor's License or letter of exemption from the Department of Labor & Industries.
- 3-22 The Department shall be responsible for the following:
 - 3-22.01 To provide maps, photos or other data necessary to orient the Contractor.
 - 3-22.02 To provide a Compliance Forester to acquaint the Contractor with the unit(s) and to conduct periodic field inspections.

3-30 General Specifications

- 3-31 Any debris or soil deposited in ditches, culverts, or roadways shall be removed immediately.
- 3-32 Activities that will result in excessive deterioration of ditches, culverts, or roadways shall be avoided.
- 3-33 Any legal land subdivision survey corners and/or witness objects are to be preserved. If destroyed or disturbed such points shall be re-established by a licensed land surveyor in accordance with the U.S. General Land Office Standards .

SECTION III-A UNIT DESCRIPTIONS

UNIT NUMBER	ADMIN AREA	UNIT NAME	LEGAL	ACRES	MIX	Special Requirements		General Information		
						BUFFER ZONES	COMMENTS	SLOPE (%)	HARVESTED	COMMENTS
NW-1	DEMING	NATURAL HAT TRICK U1	T40N R05E S15	24	1	May require 50' no-spray buffers on streams if water is present.		0-6	2014	
NW-2	DEMING	SNIPPETS U2	T40N R06E S21	10	1	May require 50' no-spray buffers on streams if water is present.		28-108	2014	
NW-3	DEMING	SNIPPETS U1	T40N R06E S20, 21	82	1	May require 50' no-spray buffers on streams if water is present.		0-103	2014	
NW-4	DEMING	SNIPPETS U4	T40N R06E S20, 29	31	1	May require 50' no-spray buffers on streams if water is present.		0-60	2014	
NW-5	DEMING	SNIPPETS U5	T40N R06E S20, 29	17	1	May require 50' no-spray buffers on streams if water is present.		1-76	2014	
NW-6	DEMING	SNIPPETS U3	T40N R06E S29	26	1	May require 50' no-spray buffers on streams if water is present.		8-83	2014	
NW-7	DEMING	SNIPPETS U8	T40N R06E S27	18	1	May require 50' no-spray buffers on streams if water is present.		3-55	2014	
NW-8	DEMING	SNIPPETS U7	T40N R06E S27	20	1	May require 50' no-spray buffers on streams if water is present.		4-34	2014	
NW-9	DEMING	LOW COAL U1	T39N R05E S04	26	1	May require 50' no-spray buffers on streams if water is present.		13-67	2014	
NW-10	DEMING	LOW COAL U2	T39N R05E S04	83	1	May require 50' no-spray buffers on streams if water is present.		1-69	2014	
NW-11	HAMILTON	LOST SAND U1A	T38N R05E S36 T38N R06E S31	5	1	May require 50' no-spray buffers on streams if water is present.		7-46	2013	
NW-12	HAMILTON	LOST SAND U1B	T38N R06E S31	28	1	May require 50' no-spray buffers on streams if water is present.		5-79	2013	
NW-13	HAMILTON	LOST SAND U1C	T38N R06E S31	5	1	May require 50' no-spray buffers on streams if water is present.		12-47	2013	
NW-14	HAMILTON	LOST SAND U1E	T38N R05E S36	1	1	May require 50' no-spray buffers on streams if water is present.		11-19	2013	
NW-15	HAMILTON	LOST SAND U1D	T38N R05E S36 T37N R06E S06	11	1	May require 50' no-spray buffers on streams if water is present.		4-35	2013	
NW-16	HAMILTON	MIRROR LAKE U3	T37N R05E S31	13	1	May require 50' no-spray buffers on streams if water is present.		19-41	2013	
NW-17	HAMILTON	MIRROR LAKE U2	T37N R04E S36 T36N R05E S06	41	1	May require 50' no-spray buffers on streams if water is present.		17-51	2013	
NW-18	HAMILTON	MIRROR LAKE U1	T36N R04E S01 T36N R05E S06	13	1	May require 50' no-spray buffers on streams if water is present.		23-53	2013	
NW-19	CLEAR LAKE	GINGER U1A	T34N R05E S03	26	1	May require 50' no-spray buffers on streams if water is present.		12-59	2014	

SECTION III-A UNIT DESCRIPTIONS

UNIT NUMBER	ADMIN AREA	UNIT NAME	LEGAL	ACRES	MIX	Special Requirements		General Information			
						BUFFER ZONES		SLOPE (%)	HARVESTED	COMMENTS	
NW-20	CLEAR LAKE	ANGEL WOOD U2	T33N R04E S12	30	1	May require 50' no-spray buffers on streams if water is present.		0-58	2014		
NW-21	CLEAR LAKE	ANGEL WOOD U1	T33N R05E S18	18	1	May require 50' no-spray buffers on streams if water is present.		1-102	2014		
NW-22	STARBIRD	WAFFLE U1	T32N R06E S33, 34	95	1	May require 50' no-spray buffers on streams if water is present.		13-100	2014		
NW-23	STARBIRD	SKAGIT VALLEY U3A	T29N R07E S08	10	1	May require 50' no-spray buffers on streams if water is present.		0-27	2013		
NW-24	STARBIRD	SKAGIT VALLEY U3B	T29N R07E S08	53	1	May require 50' no-spray buffers on streams if water is present.		0-66	2013		
NW-25	STARBIRD	CENTRAL SEA U1	T29N R07E S15	65	1	May require 50' no-spray buffers on streams if water is present.		0-26	2014		
NW-26	STARBIRD	CENTRAL SEA U2	T29N R07E S21,22,27	79	1	May require 50' no-spray buffers on streams if water is present.		0-48	2014		
TOTAL ACRES				830							

SECTION III-A REQUIREMENTS / MIXES

MIX	PRODUCT	ACTIVE INGREDIENT	ACTIVE INGREDIENT CONCENTRATION	MIX RATIO/RATE PER ACRE	CARRIER	TOTAL SOLUTION PER ACRE	MARKING
1	Accord Conc.	Glyphosate	5.4 lbs/gal	48 oz.	Water	10 Gallons	Dye compatible with herbicide. Flag strip edges.
	Chopper GEN2	Imazapyr	2.0 lbs/gal	12 oz.			
	Oust Extra	Sulfometuron methyl Metsulfuron methyl	56.25% by weight by weight	4 oz.			
	SYL-TAC	N/A	N/A	8 oz.			

REQUIRED HERBICIDES (EXCEPT AS ALLOWED BY 3-21.01)

Herbicides Shall Be:

- Glyphosate, N - (phosphonomethyl)glycine, in the form of its isopropylamine salt; 53.8% active ingredient (5.4 pounds per gallon)
Trade name(s): **Accord Concentrate**
- Sulfometuron methyl {Methyl 2-[[[(4,6-dimethyl-2-pyrimidinyl)amino]-carbonyl]amino] sulfonyl]benzoate} 56.25% active ingredient; Metsulfuron methyl Methyl 2-[[[(4-methoxy-6-methyl-1,3,5-triazin-2-yl)amino]-carbonyl]amino]sulfonyl]benzoate 15.00% active ingredient.
Trade Name(s): **Oust EXTRA**
- Isopropylamine salt of Imazapyr (2-[4,5-dihydro-4-methyl-4-(1-methylethyl)-5-oxo-1H-imidazol-2-yl]-3-pyridinecarboxylic acid); 26.7% active ingredient
Trade Name(s): **Chopper GEN2**

Adjuvant Shall Be:

- Ethylated seed oil; 3-(3-hydroxypropyl)-heptamethyltrisiloxane, ethoxylated acetate; polyoxyethylene dioleate: 100% active ingredient
Trade name(s): **Syl Tac**
- Methylated seed oil; alkylpolyoxy-ethylene ether and polyether modified polysiloxane: 100% active ingredient
Trade name(s): **Phase**
- Methyl esters of C16-C18 fatty acids, polyalkyleneoxide, modified polydimethylsiloxane, alkylphenol ethoxlate: 99% active ingredient
Trade name(s): **Dyne-Amic**

Treatment Techniques (general): 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.

Treatment Techniques Site Prep Broadcast: Ground broadcast, waving wand application with backpack sprayers. Spray foliage till wet and all bare ground. 10 gal. total solution per acre.

Additional Requirements: See attached maps for boundary descriptions. Minimum crew size is six (6).

Nozzles: Nozzles must have a Volume Median Diameter (VDM or DV_{0.5}) rating of greater than 550 microns.

SECTION III-B: UNIT MAPS

UNIT MAP

Ground Herbicide

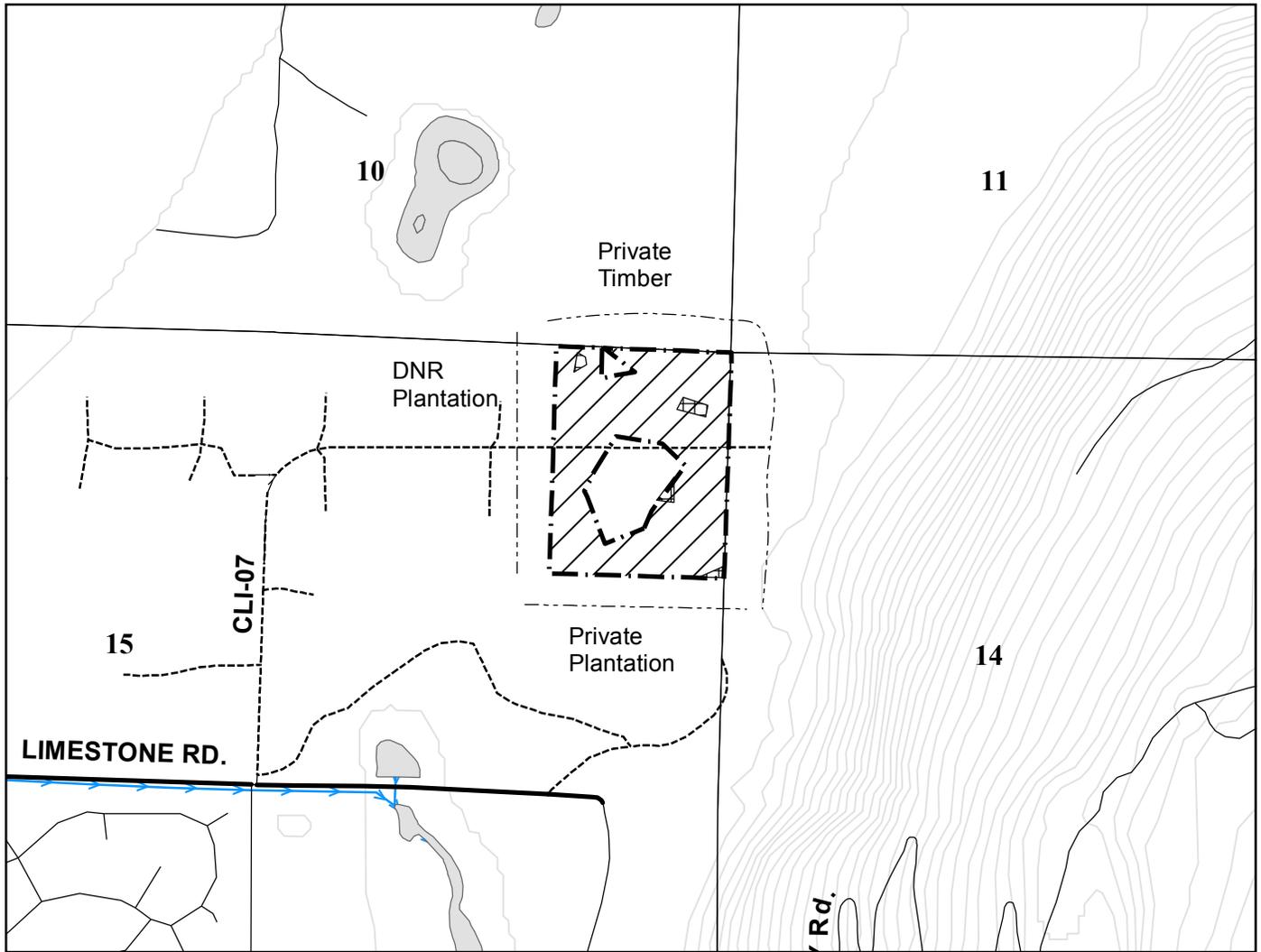
Invitation to Bid No. 1522

Unit No. NW-01

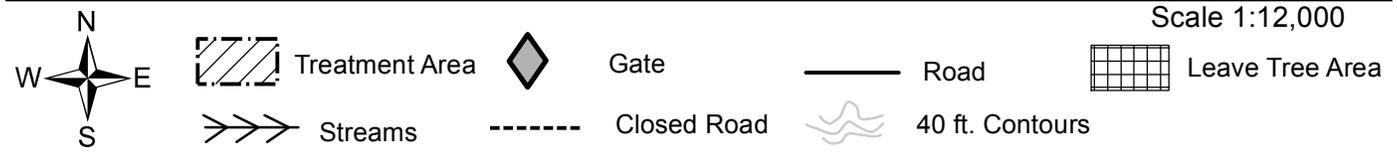
UNIT NAME: NATURAL HAT TRICK U1
 FMU ID: 22472
 TRUST: 01
 ACRES: 24

REGION: NORTHWEST
 DISTRICT: BAKER
 LOCAL: DEMING
 COUNTY: WHATCOM

LEGAL: T40N R05E S15
 ELEVATION: 488-508



Scale 1:12,000



Directions: From the junction of SR 542 and SR 9, travel 8 miles east on SR 542 to Kendall, WA. Turn left onto SR 547 and travel north 3.2 miles to Limestone Road. Turn right onto Limestone Rd and proceed 0.7 miles to abandoned road on left. There is a 0.7 mile walk on the abandoned road to the unit.

UNIT MAP

Ground Herbicide

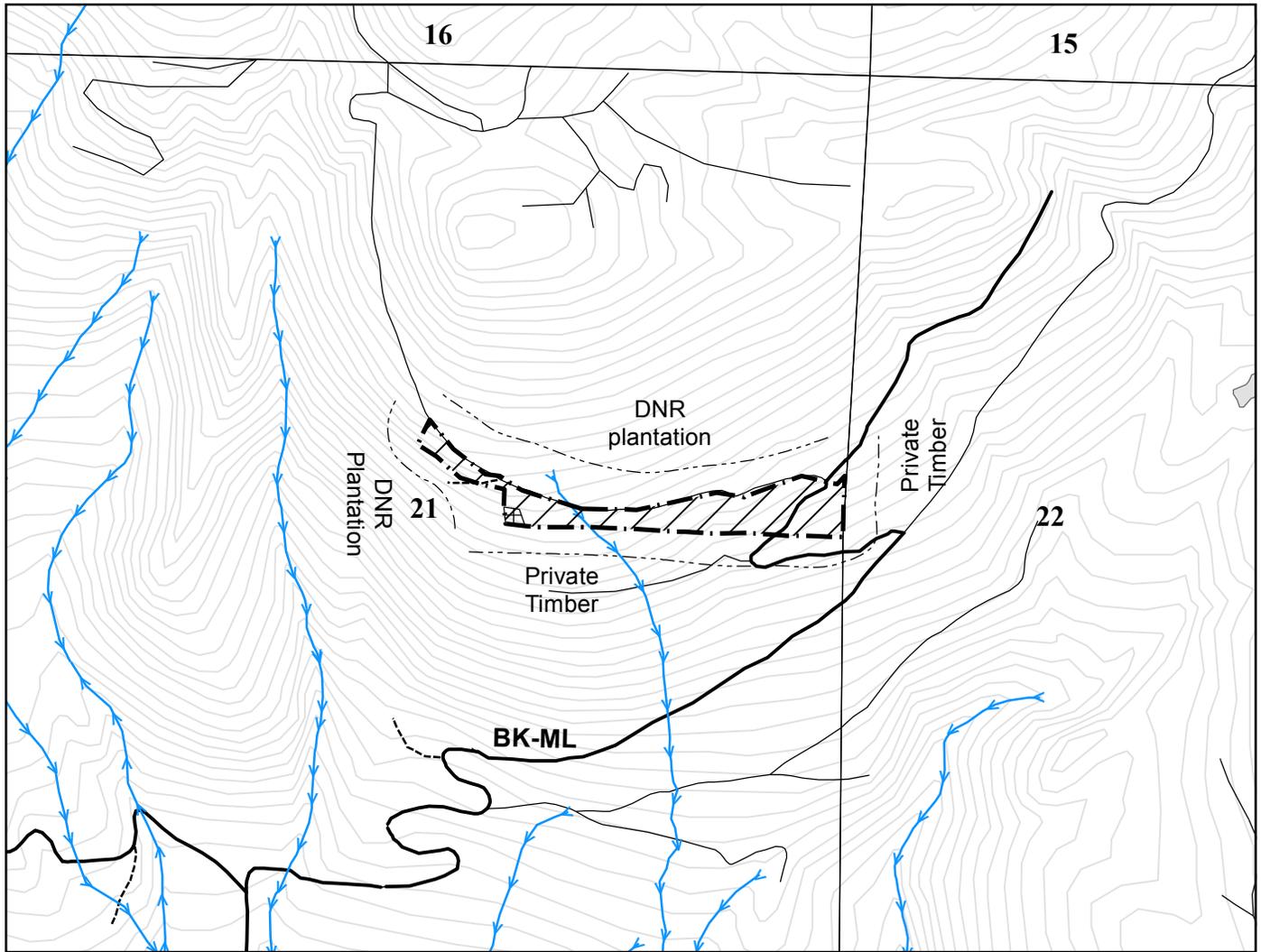
Invitation to Bid No. 1522

Unit No. NW-02

UNIT NAME: SNIPPETS U2
 FMU ID: 41360
 TRUST: 01, 03
 ACRES: 10

REGION: NORTHWEST
 DISTRICT: BAKER
 LOCAL: DEMING
 COUNTY: WHATCOM

LEGAL: T40N R06E S21
 ELEVATION: 1865-2330



Scale 1:12,000



Directions: From Maple Falls follow the State Route 542 eastbound for 2.4 miles. Turn left onto BK-ML, proceed through gate, and travel 0.6 mile to an intersection with the BK-06. Turn right at the intersection and travel 1.4 miles to the unit.

UNIT MAP

Ground Herbicide

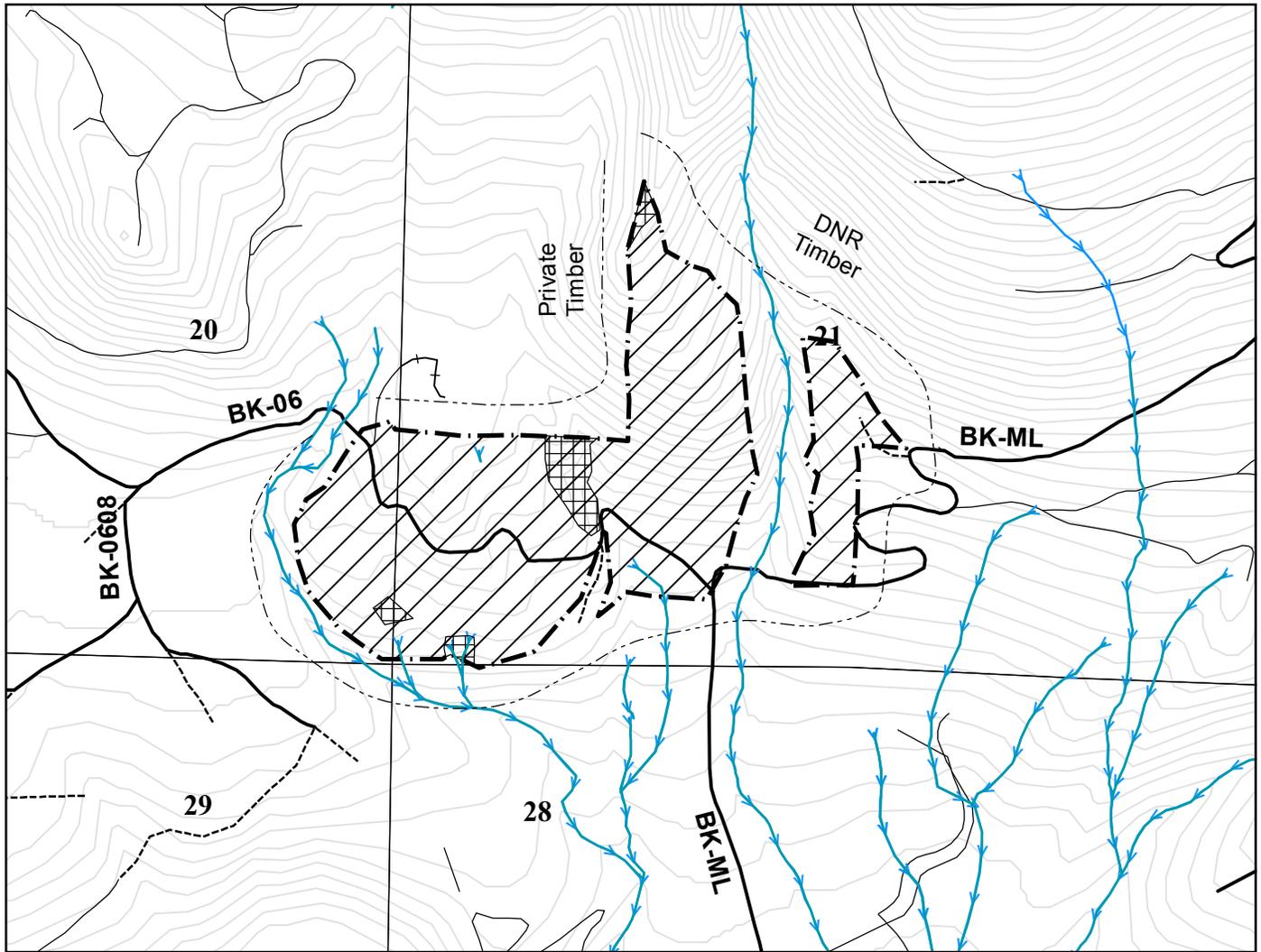
Invitation to Bid No. 1522

Unit No. NW-03

UNIT NAME: SNIPPETS U1
 FMU ID: 332161 / 84722
 TRUST: 01, 03
 ACRES: 82

REGION: NORTHWEST
 DISTRICT: BAKER
 LOCAL: DEMING
 COUNTY: WHATCOM

LEGAL: T40N R06E S20, 21
 ELEVATION: 1030-1889



Scale 1:12,000



Directions: From Maple Falls follow State Route 542 eastbound for 2.4 miles to the BK-ML. Turn left onto BK-ML, proceed through gate, and travel 0.6 mile to the unit.

UNIT MAP

Ground Herbicide

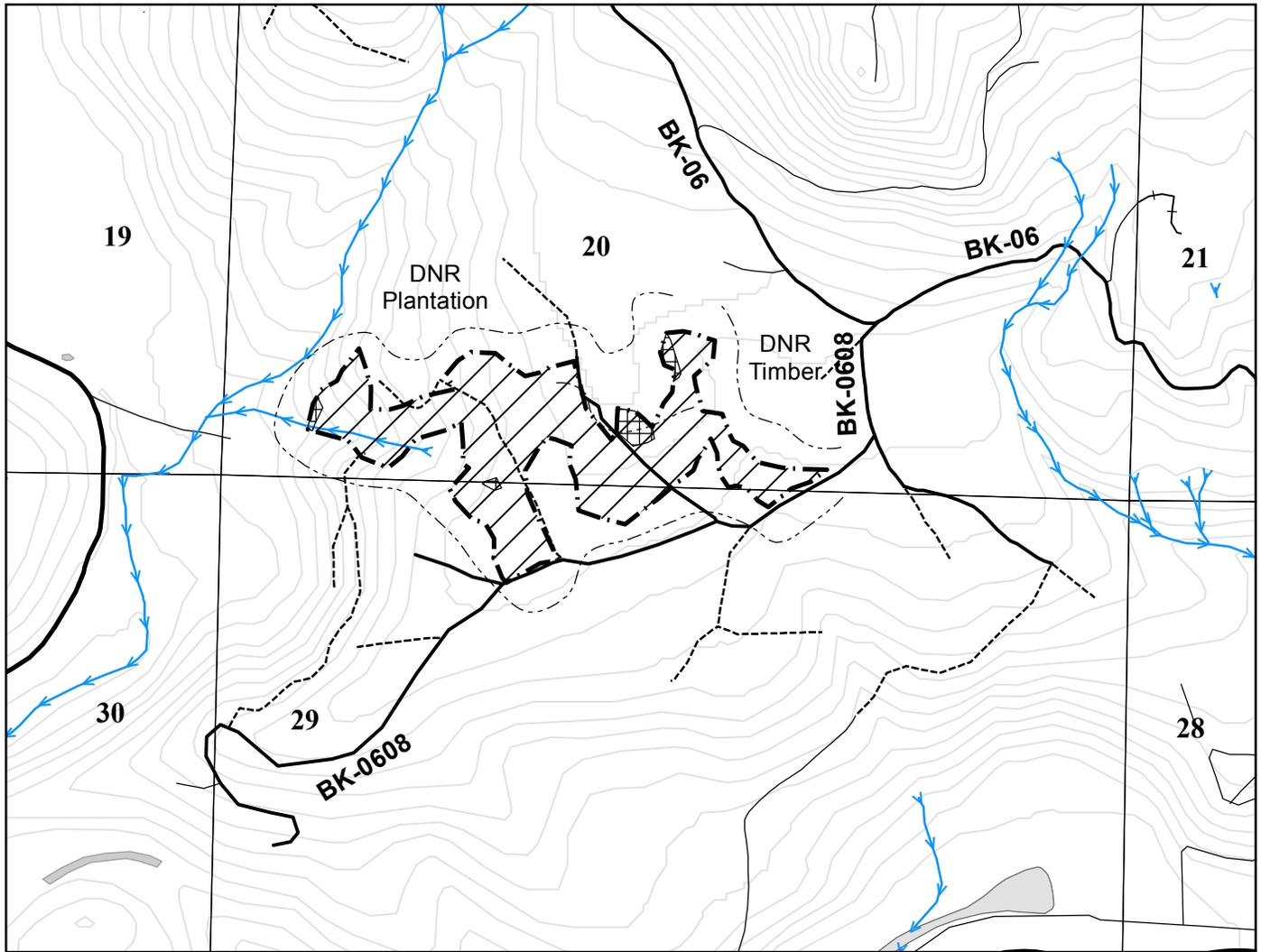
Invitation to Bid No. 1522

Unit No. NW-04

UNIT NAME: SNIPPETS U4
 FMU ID: 34469
 TRUST: 01, 08
 ACRES: 31

REGION: NORTHWEST
 DISTRICT: BAKER
 LOCAL: DEMING
 COUNTY: WHATCOM

LEGAL: T40N R06E S20, 29
 ELEVATION: 843-1239



Scale 1:12,000



Directions: From Maple Falls follow the State Route 542 eastbound for 2.4 miles to the BK-ML. Turn left onto BK-ML, proceed through gate, and travel 0.6 mile to an intersection with the BK-06. Turn left at the intersection onto the BK-06 and travel 0.8 mile to the BK-0608, Turn left onto the BK-0608 and travel 0.1 mile to an intersection. Keep right to stay on the BK-0608 and travel 0.1 mile to the unit.

UNIT MAP

Ground Herbicide

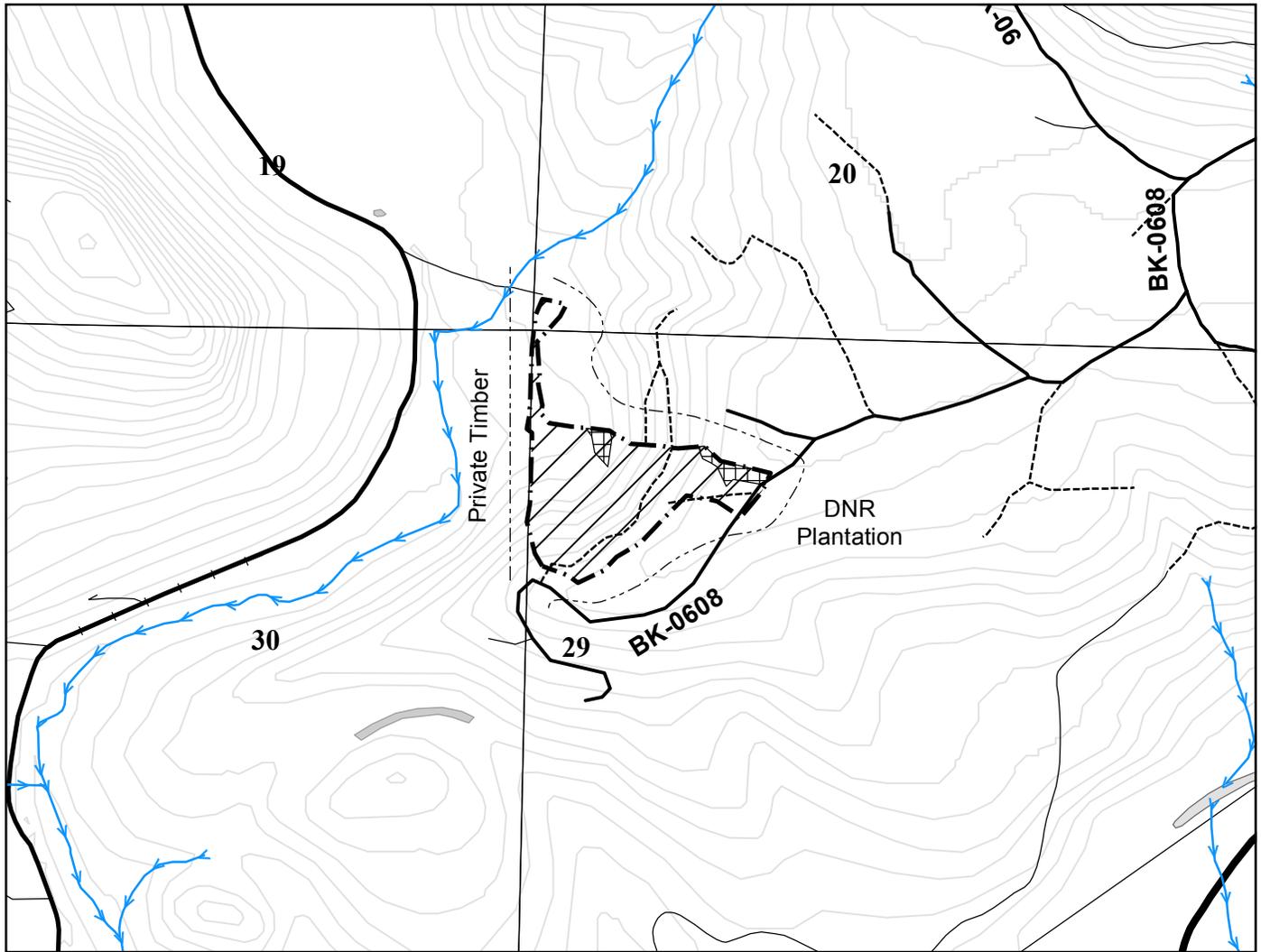
Invitation to Bid No. 1522

Unit No. NW-05

UNIT NAME: SNIPPETS U5
 FMU ID: 44951
 TRUST: 08
 ACRES: 17

REGION: NORTHWEST
 DISTRICT: BAKER
 LOCAL: DEMING
 COUNTY: WHATCOM

LEGAL: T40N R06E S20, 29
 ELEVATION: 737-1151



Scale 1:12,000



Directions: From Maple Falls follow the State Route 542 eastbound for 2.4 miles to the BK-ML. Turn left onto BK-ML, proceed through gate, and travel 0.6 mile to an intersection with the BK-06. Turn left at the intersection and travel 0.8 mile to the BK-0608, Turn left onto the BK-0608 and travel 0.1 mile to an intersection. Keep right to stay on the BK-0608 and travel 0.5 mile to the unit.

UNIT MAP

Ground Herbicide

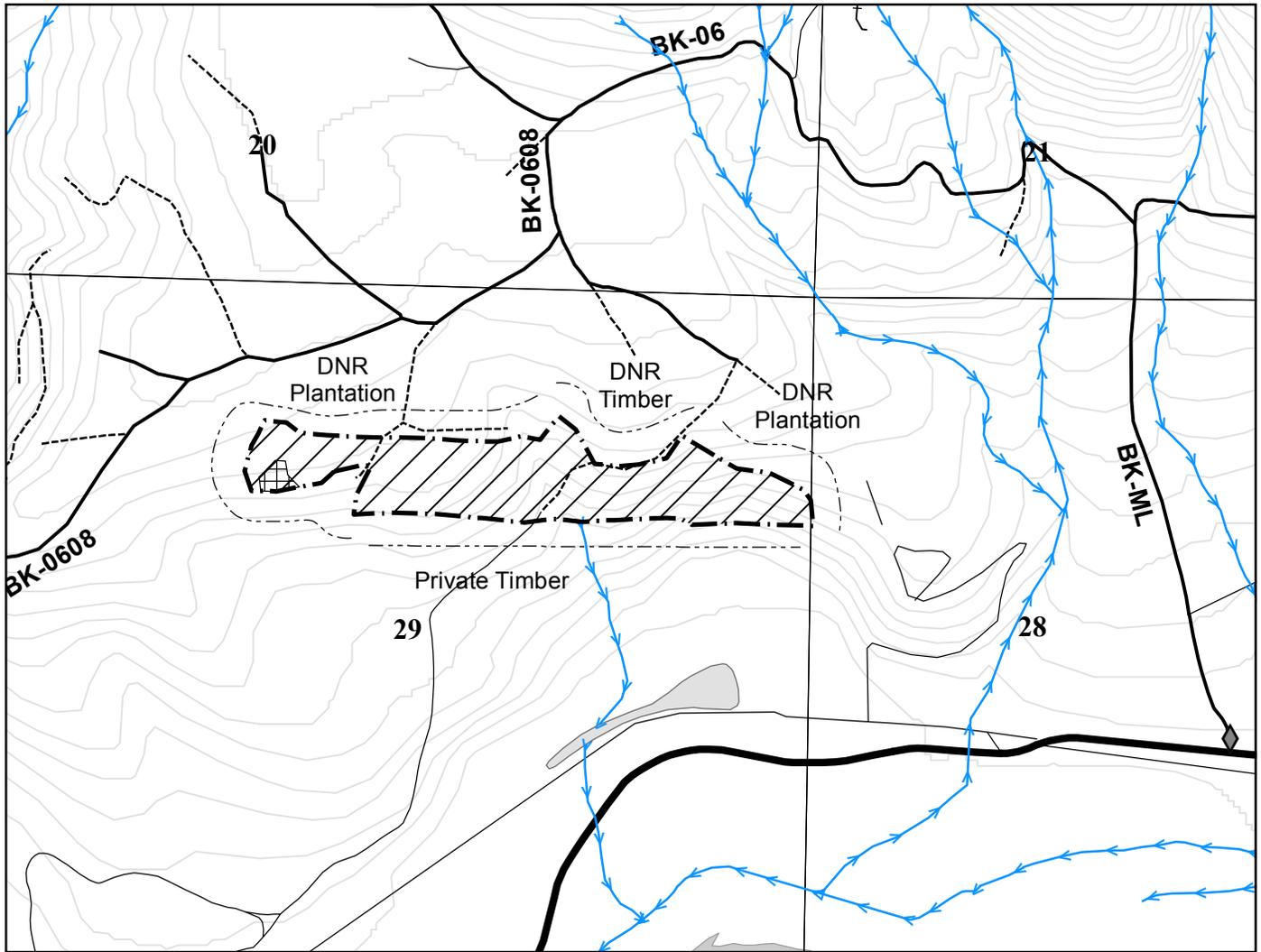
Invitation to Bid No. 1522

Unit No. NW-06

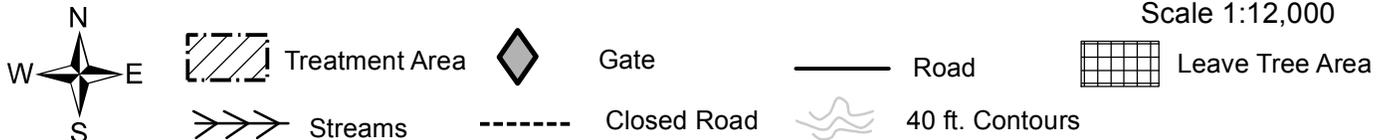
UNIT NAME: SNIPPETS U3
 FMU ID: 22167
 TRUST: 08
 ACRES: 26

REGION: NORTHWEST
 DISTRICT: BAKER
 LOCAL: DEMING
 COUNTY: WHATCOM

LEGAL: T40N R06E S29
 ELEVATION: 715-1124



Scale 1:12,000



Directions: From Maple Falls follow the State Route 542 eastbound for 2.4 miles to the BK-ML. Turn left onto BK-ML, proceed through gate, and travel 0.6 mile to an intersection with the BK-06. Turn left at the intersection and travel 0.8 mile to the BK-0608, Turn left onto the BK-0608 and travel 0.1 mile to an intersection. Keep right to stay on the BK-0608 and travel 0.2 mile to an abandoned road on the left. There is a 0.15 mile walk along this road to the unit.

UNIT MAP

Ground Herbicide

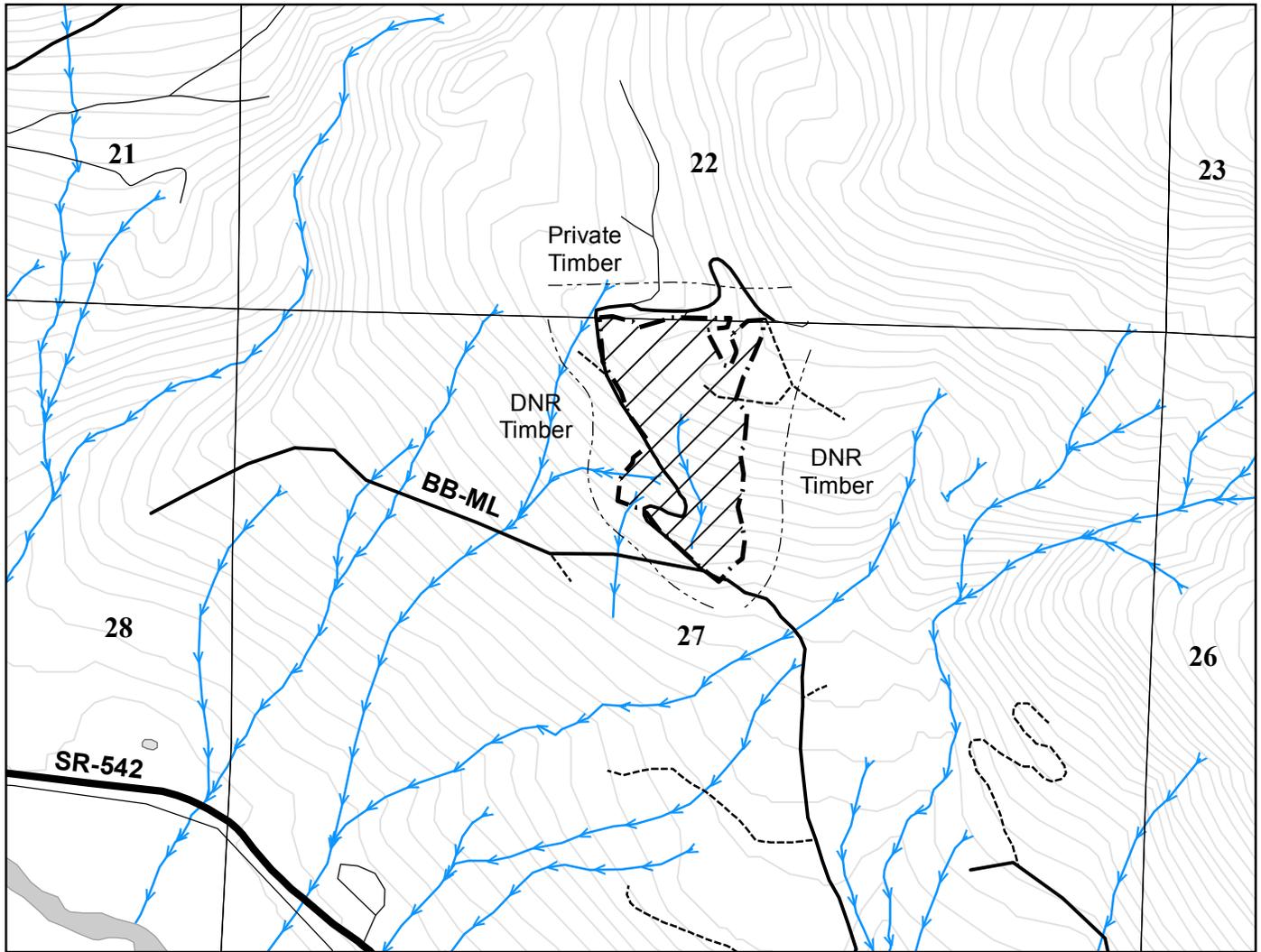
Invitation to Bid No. 1522

Unit No. NW-07

UNIT NAME: SNIPPETS U8
 FMU ID: 34948
 TRUST: 08
 ACRES: 18

REGION: NORTHWEST
 DISTRICT: BAKER
 LOCAL: DEMING
 COUNTY: WHATCOM

LEGAL: T40N R06E S27
 ELEVATION: 1369-1795



Directions: From Maple Falls follow the State Route 542 eastbound for 3.8 miles to the BB-ML on the left. Turn left onto the BB-ML, pass through the gate and immediately turn left to stay on the BB-ML. Continue on the BB-ML 1.1 miles to the unit

UNIT MAP

Ground Herbicide

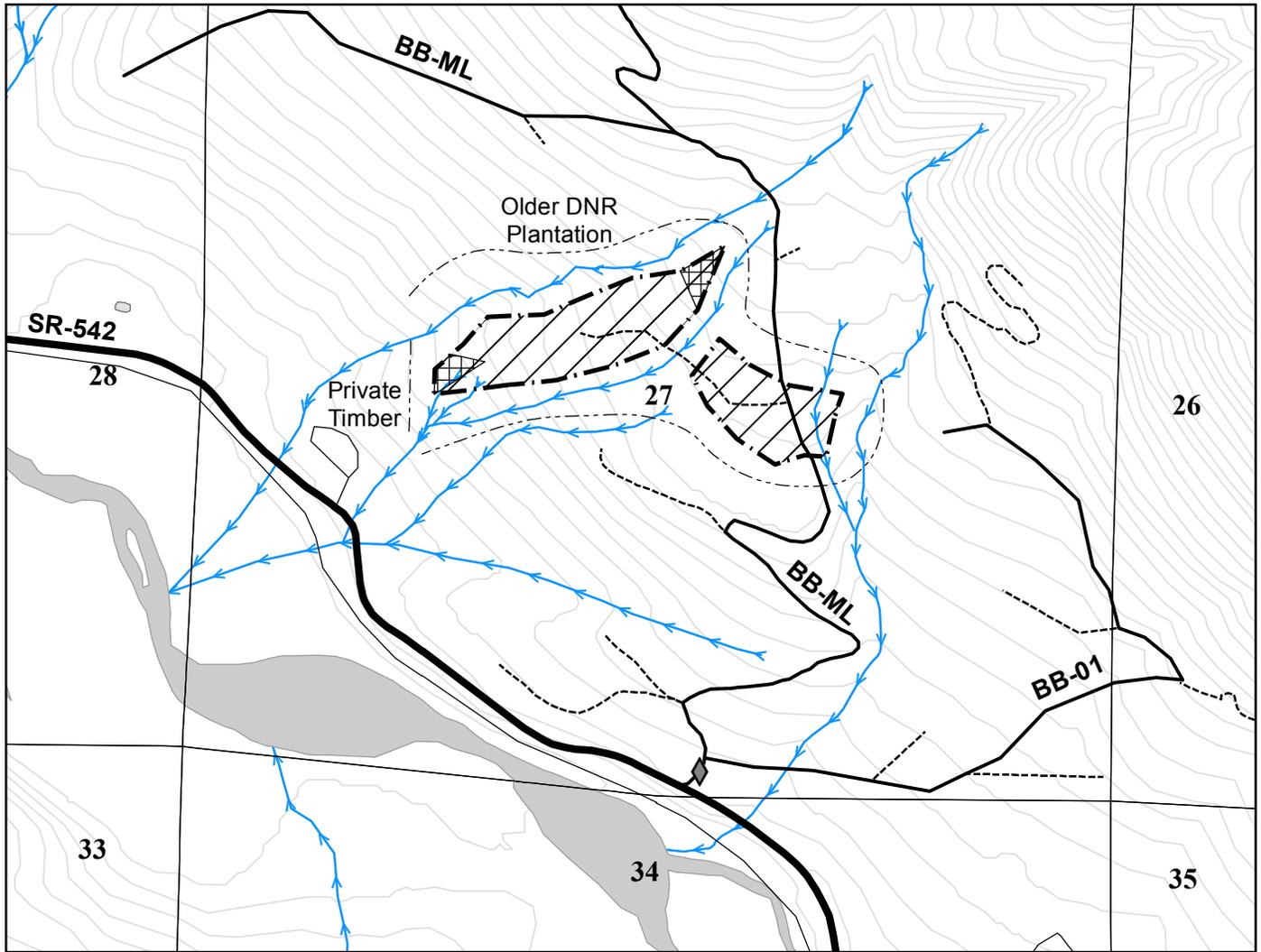
Invitation to Bid No. 1522

Unit No. NW-08

UNIT NAME: SNIPPETS U7
 FMU ID: 84723 / 47229
 TRUST: 08
 ACRES: 20

REGION: NORTHWEST
 DISTRICT: BAKER
 LOCAL: DEMING
 COUNTY: WHATCOM

LEGAL: T40N R06E S27
 ELEVATION: 859-1202



Scale 1:12,000



Directions: From Maple Falls follow the State Route 542 eastbound for 3.8 miles to the BB-ML on the left. Turn left onto the BB-ML, pass through the gate and immediately turn left to stay on the BB-ML. Continue on the BB-ML 0.7 mile to the unit

UNIT MAP

Ground Herbicide

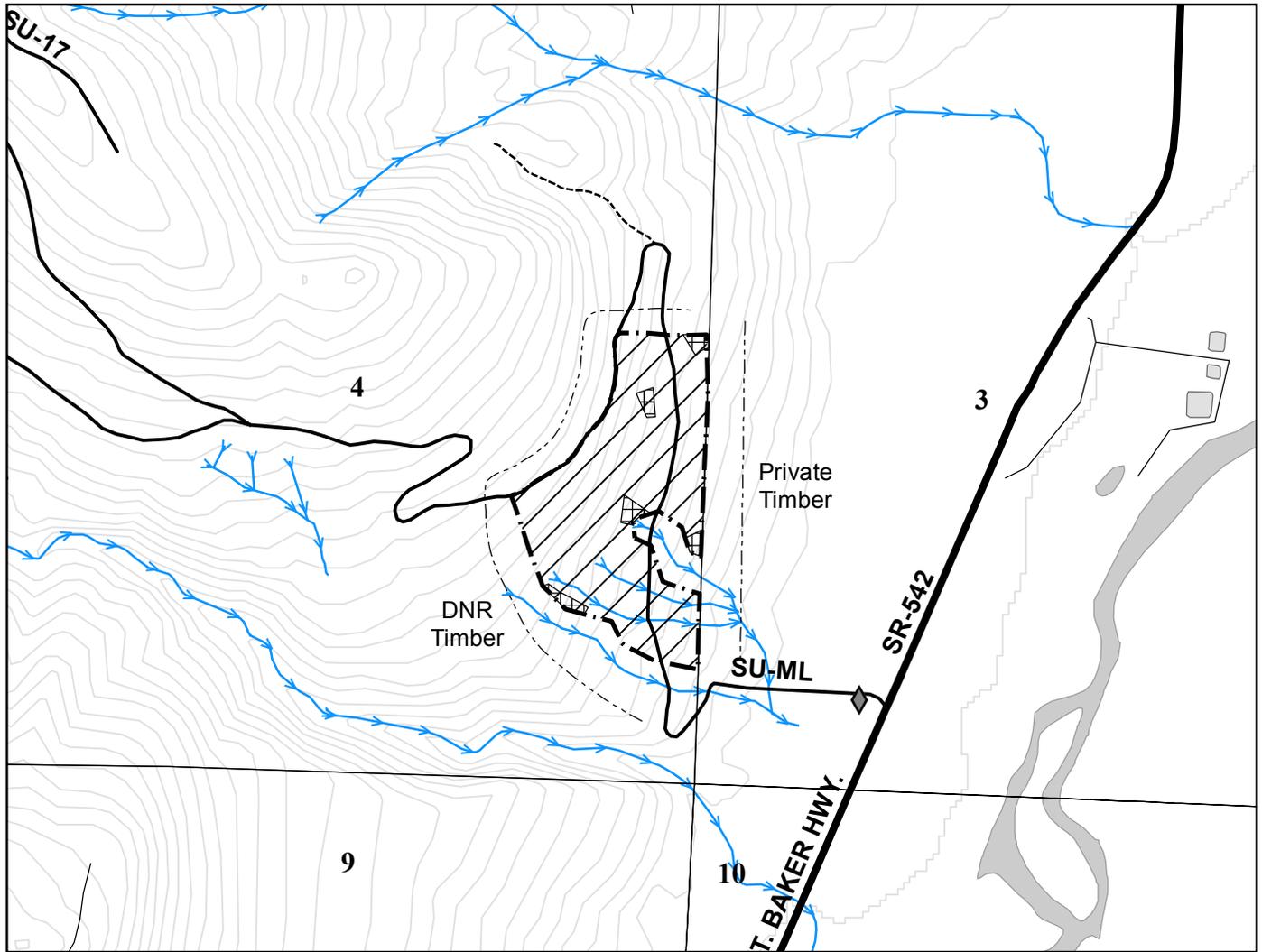
Invitation to Bid No. 1522

Unit No. NW-09

UNIT NAME: LOW COAL U1
 FMU ID: 12603
 TRUST: 03
 ACRES: 26

REGION: NORTHWEST
 DISTRICT: BAKER
 LOCAL: DEMING
 COUNTY: WHATCOM

LEGAL: T39N R05E S04
 ELEVATION: 528-946



Scale 1:12,000



Directions: From the junction of SR-542 and Highway 9 travel east for 6.3 miles to the SU-ML. Turn left onto the SU-ML and travel 0.3 mile to the unit.

UNIT MAP

Ground Herbicide

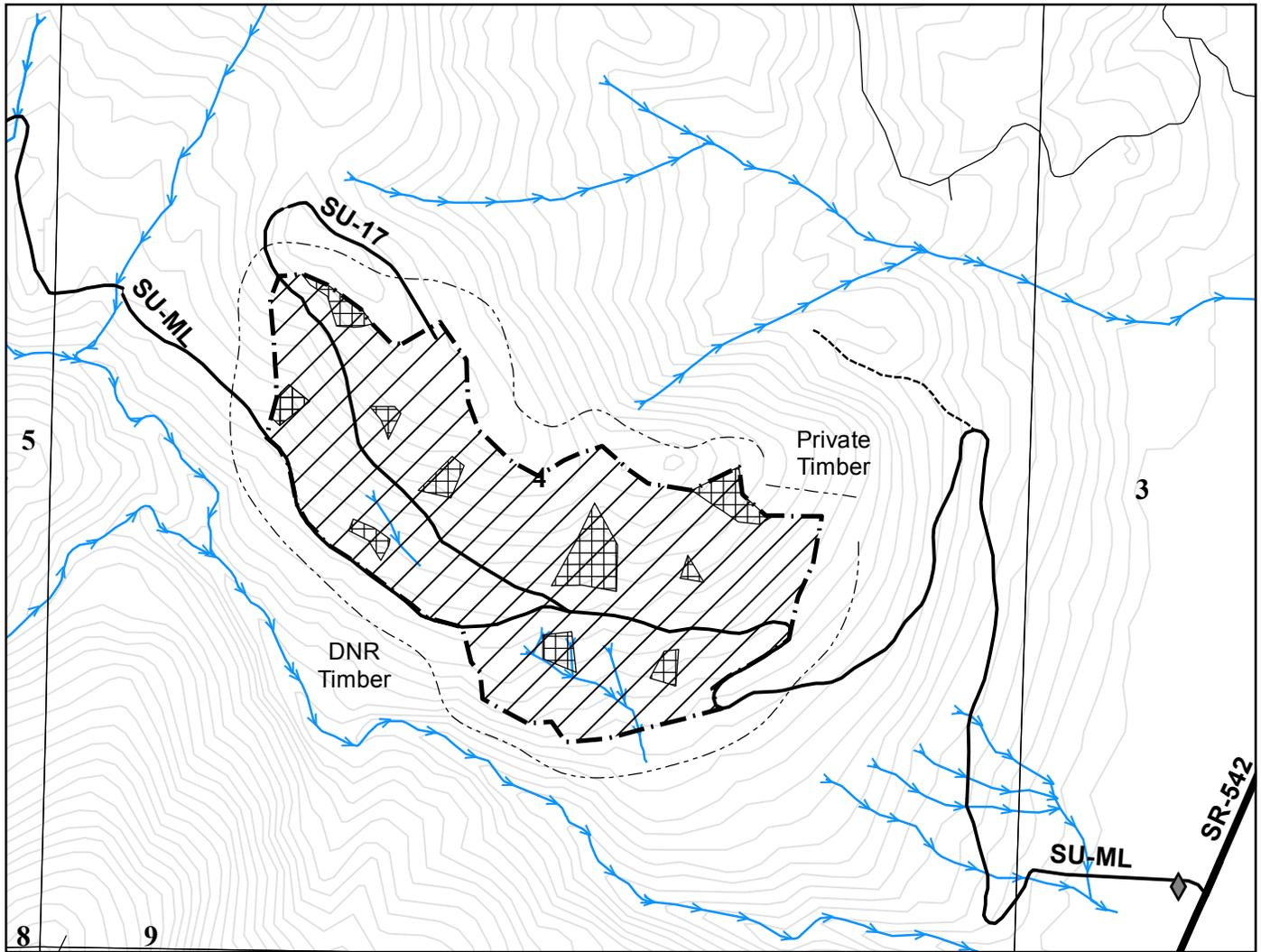
Invitation to Bid No. 1522

Unit No. NW-10

UNIT NAME: LOW COAL U2
 FMU ID: 12641
 TRUST: 01, 03
 ACRES: 83

REGION: NORTHWEST
 DISTRICT: BAKER
 LOCAL: DEMING
 COUNTY: WHATCOM

LEGAL: T39N R05E S04
 ELEVATION: 1011-1642



Scale 1:12,000



Directions: From the junction of SR-542 and Highway 9 travel east for 6.3 miles to the SU-ML. Turn left onto the SU-ML and travel 1.3 miles to the unit.

UNIT MAP

Ground Herbicide

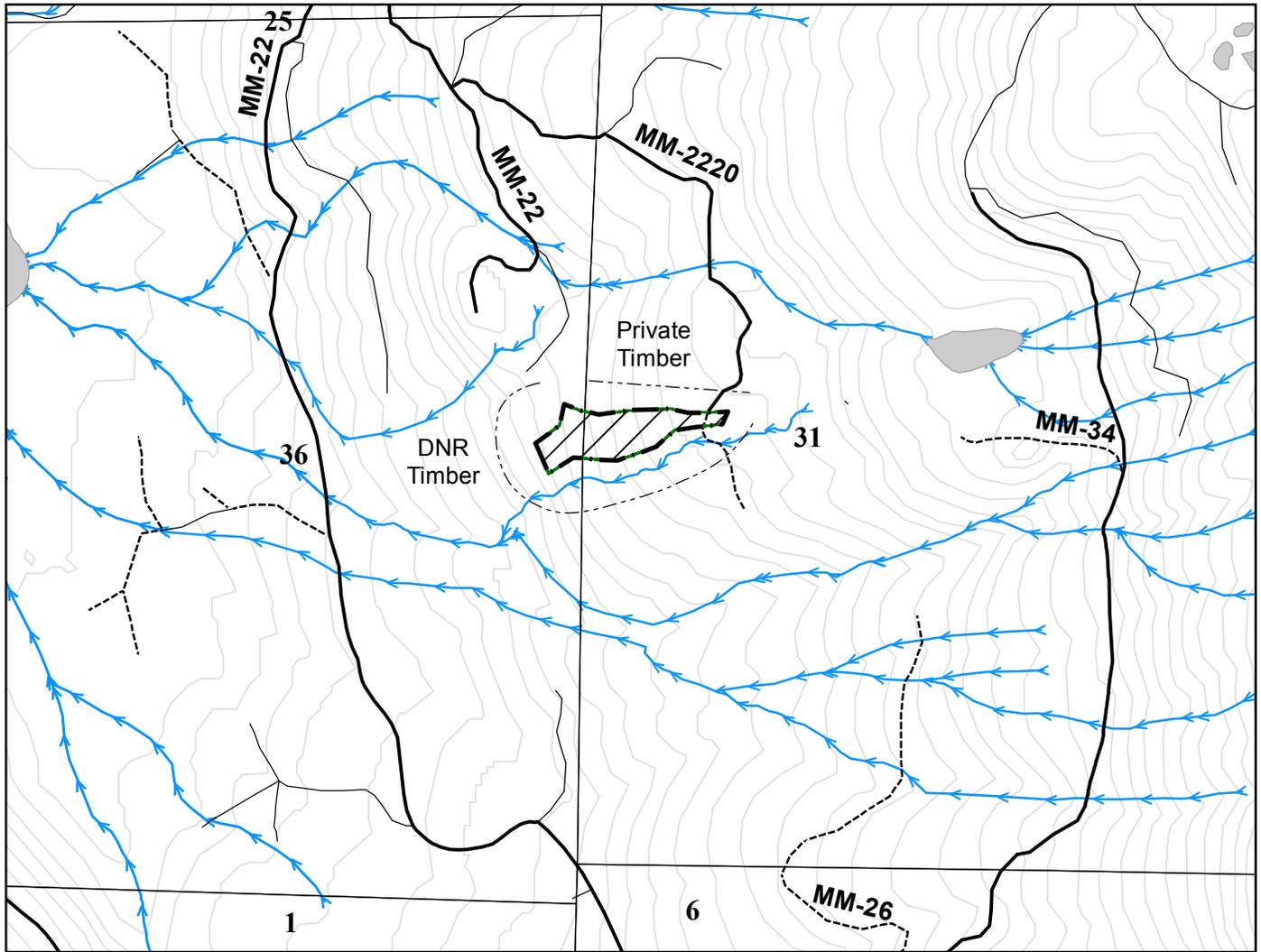
Invitation to Bid No. 1522

Unit No. NW-11

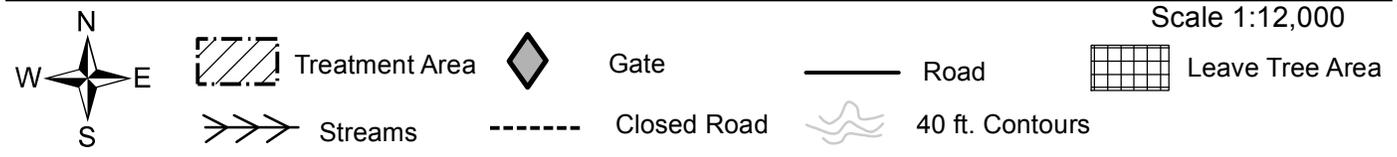
UNIT NAME: LOST SAND U1A
 FMU ID: 60961
 TRUST: 03
 ACRES: 5

REGION: NORTHWEST
 DISTRICT: BAKER
 LOCAL: DEMING
 COUNTY: WHATCOM

LEGAL: T38N R05E S36
 T38N R06E S31
 ELEVATION: 1183-1420



Scale 1:12,000



Directions: From Sedro-Woolley, travel north 15.5 miles on HWY 9 to Mosquito Lake Rd. Turn right onto Mosquito Lake Rd and travel 4.1 miles to the Musto Marsh Mainline (MM-ML). Turn right onto the MM-ML and travel 2.2 miles to the MM-22. Bear left onto the MM-22 and travel 2.0 miles to the MM-2220. Turn left onto the MM-2220 and travel 0.6 mile to the unit.

UNIT MAP

Ground Herbicide

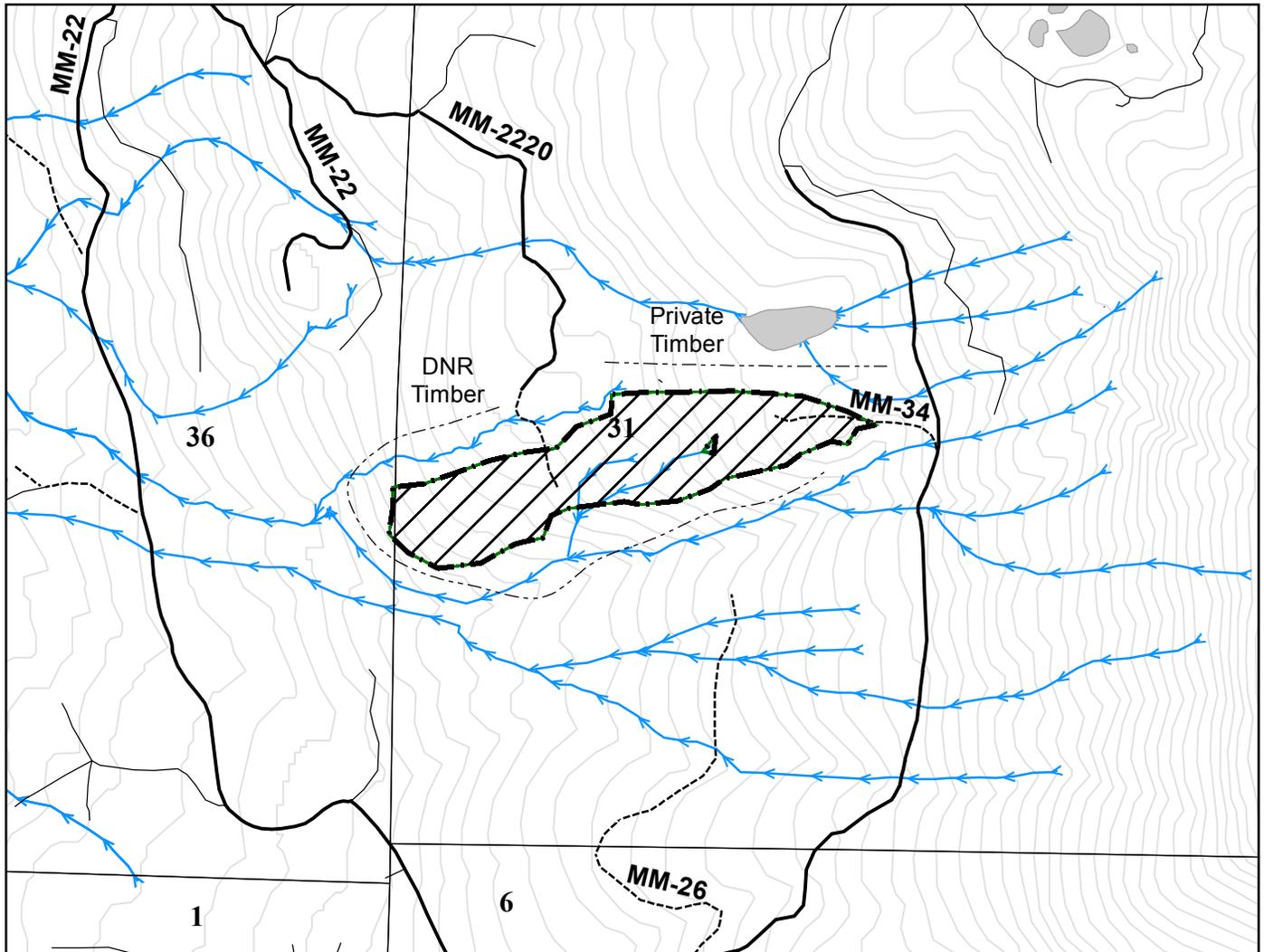
Invitation to Bid No. 1522

Unit No. NW-12

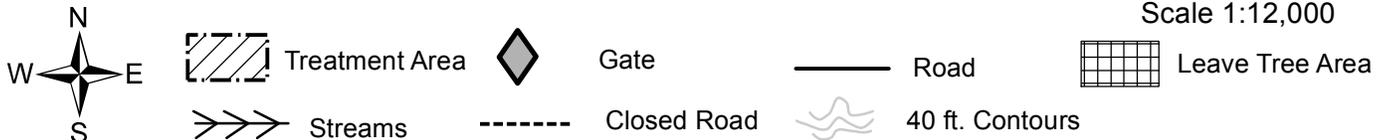
UNIT NAME: LOST SAND U1B
 FMU ID: 26168
 TRUST: 03
 ACRES: 28

REGION: NORTHWEST
 DISTRICT: BAKER
 LOCAL: DEMING
 COUNTY: WHATCOM

LEGAL: T38N R06E S31
 ELEVATION: 1170-1769



Scale 1:12,000



Directions: From Sedro-Woolley, travel north 15.5 miles on HWY 9 to Mosquito Lake Rd. Turn right onto Mosquito Lake Rd and travel 4.1 miles to the Musto Marsh Mainline (MM-ML). Turn right onto the MM-ML and travel 2.2 miles to the MM-22. Bear left onto the MM-22 and travel 2.0 miles to the MM-2220. Turn left onto the MM-2220 and travel 0.6 mile to where the road is abandoned. There is a 0.1 mile walk to the unit.

UNIT MAP

Ground Herbicide

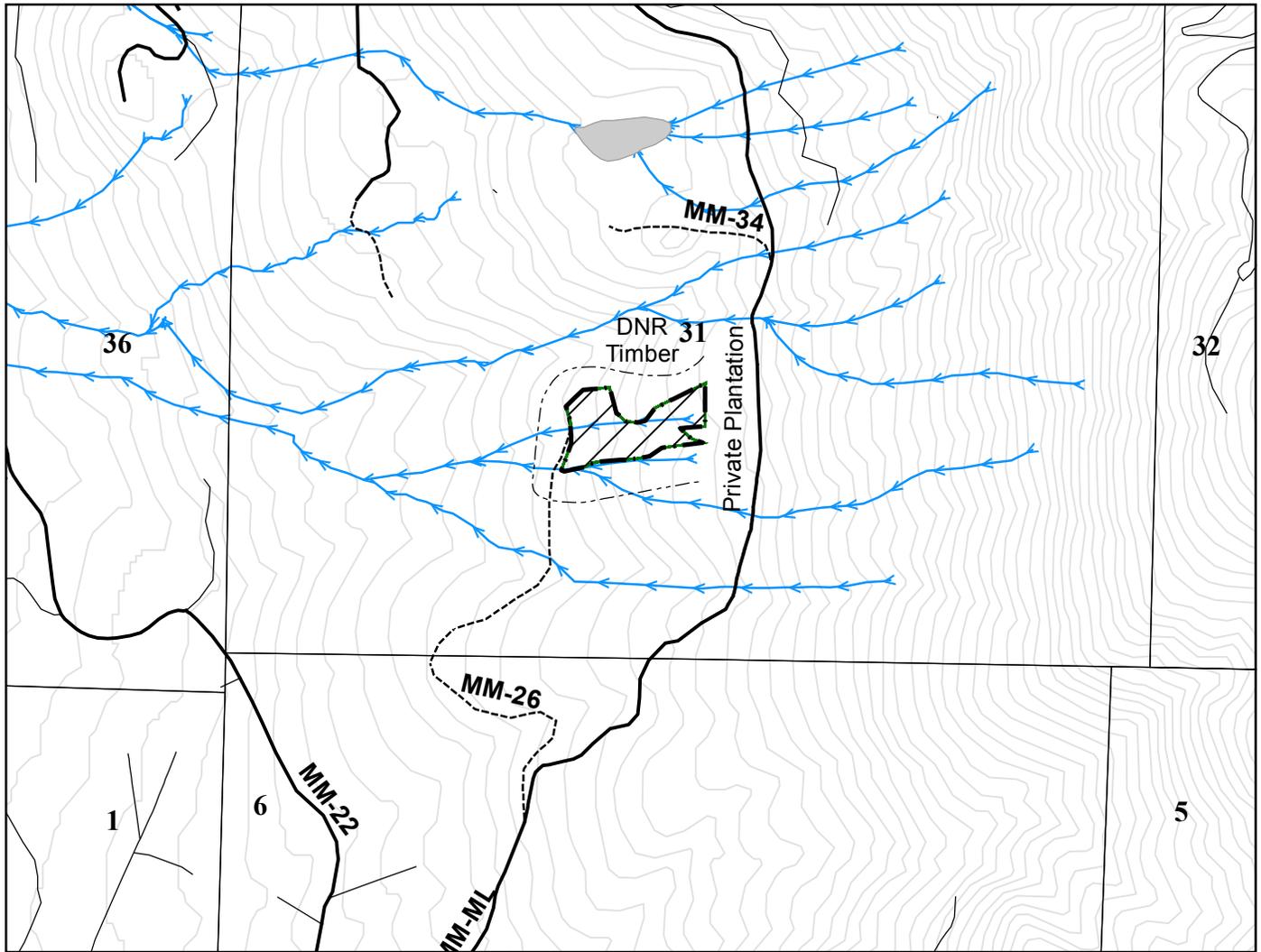
Invitation to Bid No. 1522

Unit No. NW-13

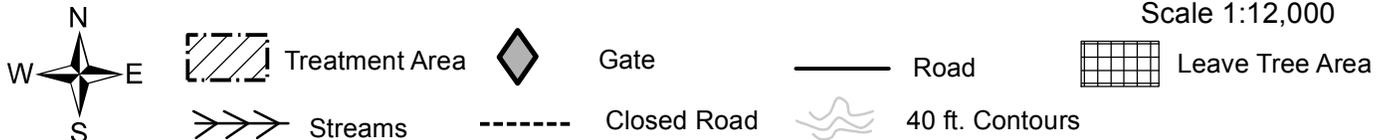
UNIT NAME: LOST SAND U1C
 FMU ID: 82333
 TRUST: 03
 ACRES: 5

REGION: NORTHWEST
 DISTRICT: BAKER
 LOCAL: DEMING
 COUNTY: WHATCOM

LEGAL: T38N R06E S31
 ELEVATION: 1476-1681



Scale 1:12,000



Directions: From Sedro-Woolley, travel north 15.5 miles on HWY 9 to Mosquito Lake Rd. Turn right onto Mosquito Lake Rd and travel 4.1 miles to the Musto Marsh Mainline (MM-ML). Turn right onto the MM-ML and travel 2.2 miles to the MM-22. Bear right to stay on the MM-ML and travel 0.6 mile to the MM-26. There is a 0.5 mile walk on the MM-26 to the unit.

UNIT MAP

Ground Herbicide

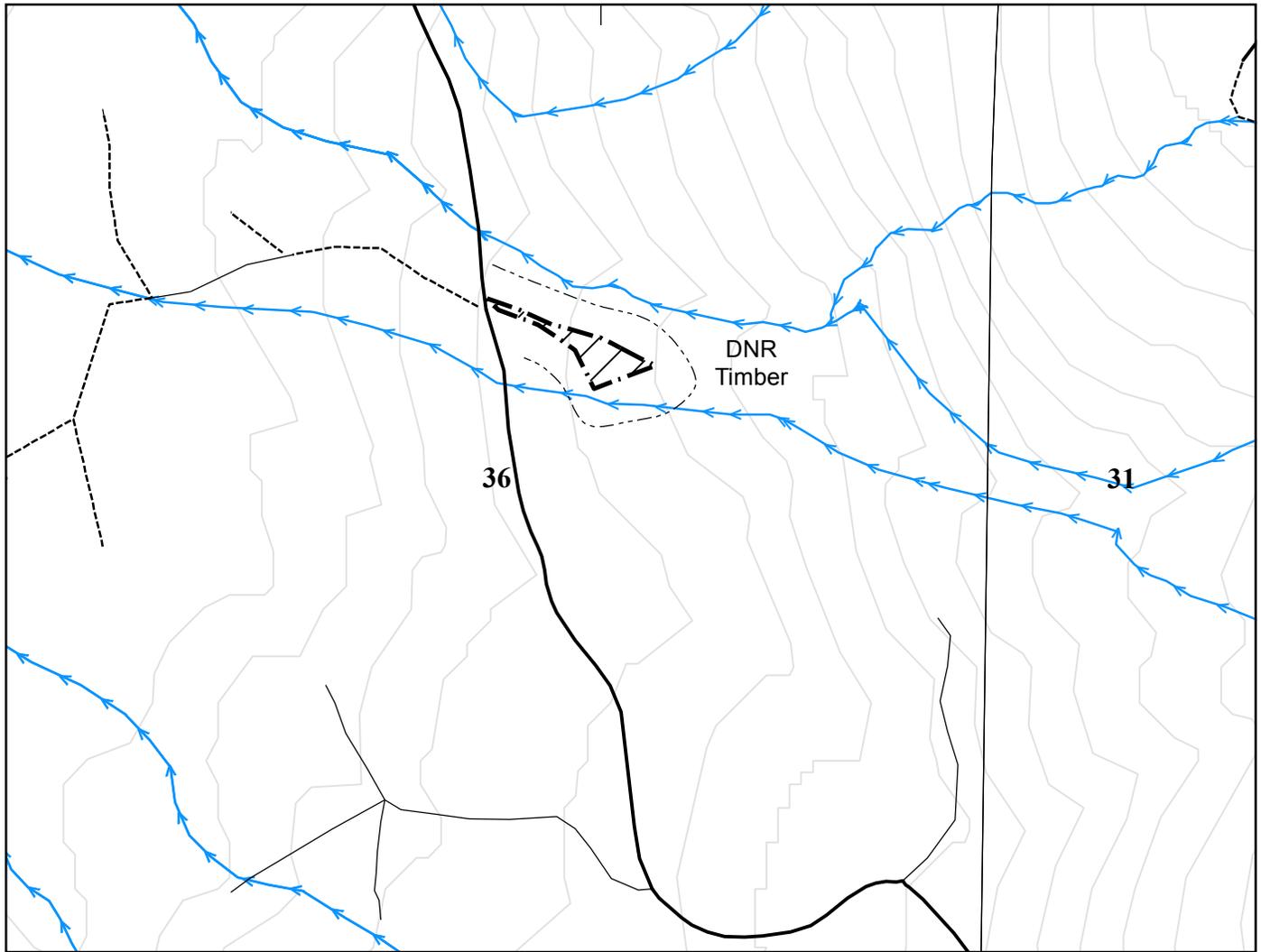
Invitation to Bid No. 1522

Unit No. NW-14

UNIT NAME: LOST SAND U1E
 FMU ID: 82332
 TRUST: 03
 ACRES: 1 (see scale)

REGION: NORTHWEST
 DISTRICT: BAKER
 LOCAL: DEMING
 COUNTY: WHATCOM

LEGAL: T38N R05E S36
 ELEVATION: 891-947



Scale 1:6000



Directions: From Sedro-Woolley, travel north 15.5 miles on HWY 9 to Mosquito Lake Rd. Turn right onto Mosquito Lake Rd and travel 4.1 miles to the Musto Marsh Mainline (MM-ML). Turn right onto the MM-ML and travel 2.2 miles to the MM-22. Bear left onto the MM-22 and travel 1.0 mile to the unit.

UNIT MAP

Ground Herbicide

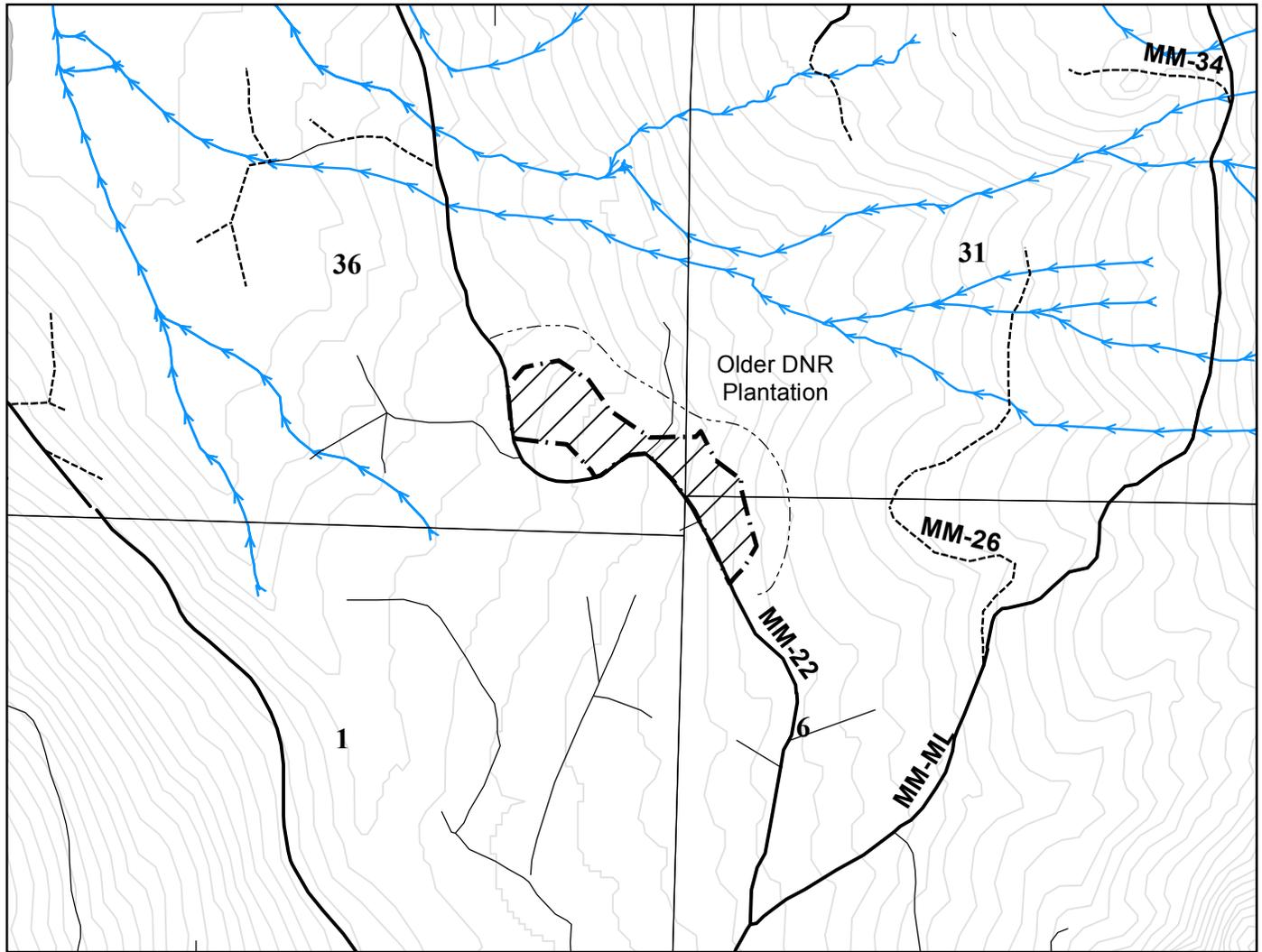
Invitation to Bid No. 1522

Unit No. NW-15

UNIT NAME: LOST SAND U1D
 FMU ID: 27030
 TRUST: 03
 ACRES: 11

REGION: NORTHWEST
 DISTRICT: BAKER
 LOCAL: DEMING
 COUNTY: WHATCOM

LEGAL: T38N R05E S36
 T37N R06E S06
 ELEVATION: 937-1185



Scale 1:12,000



Directions: From Sedro-Woolley, travel north 15.5 miles on HWY 9 to Mosquito Lake Rd. Turn right onto Mosquito Lake Rd and travel 4.1 miles to the Musto Marsh Mainline (MM-ML). Turn right onto the MM-ML and travel 2.2 miles to the MM-22. Bear left onto the MM-22 and travel 0.4 mile to the unit.

UNIT MAP

Ground Herbicide

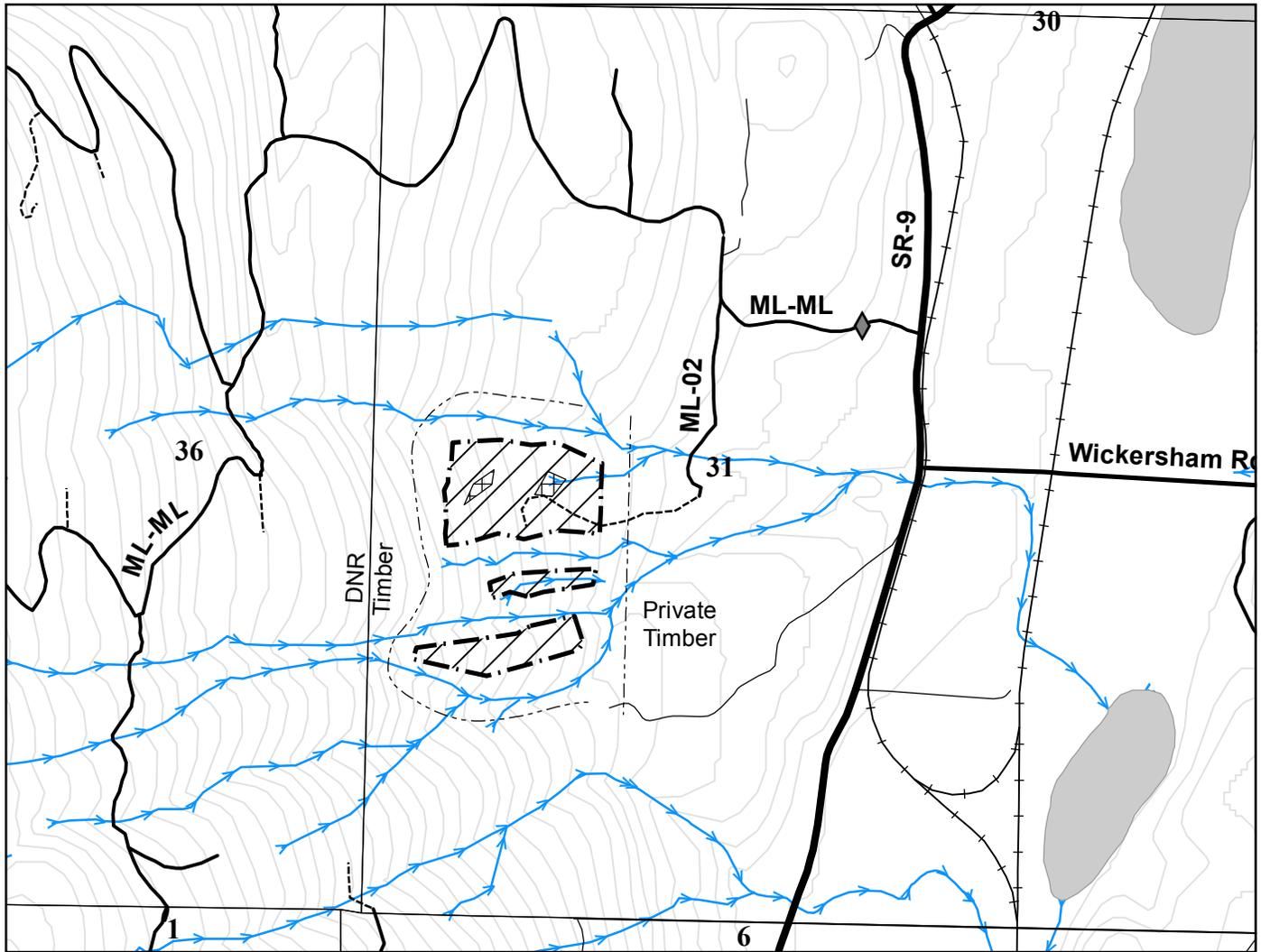
Invitation to Bid No. 1522

Unit No. NW-16

UNIT NAME: MIRROR LAKE U3
 FMU ID: 77643
 TRUST: 01
 ACRES: 13

REGION: NORTHWEST
 DISTRICT: BAKER
 LOCAL: DEMING
 COUNTY: WHATCOM

LEGAL: T37N R05E S31
 ELEVATION: 526-838



Scale 1:12,000



Directions: From Sedro-woolley travel north 9.5 miles to the ML-ML. Turn right onto the ML-ML, travel 0.2 mile, and turn left onto the ML-02. Continue on the ML-02 to where the road is abandoned. There is a 0.1 mile walk to the unit.

UNIT MAP

Ground Herbicide

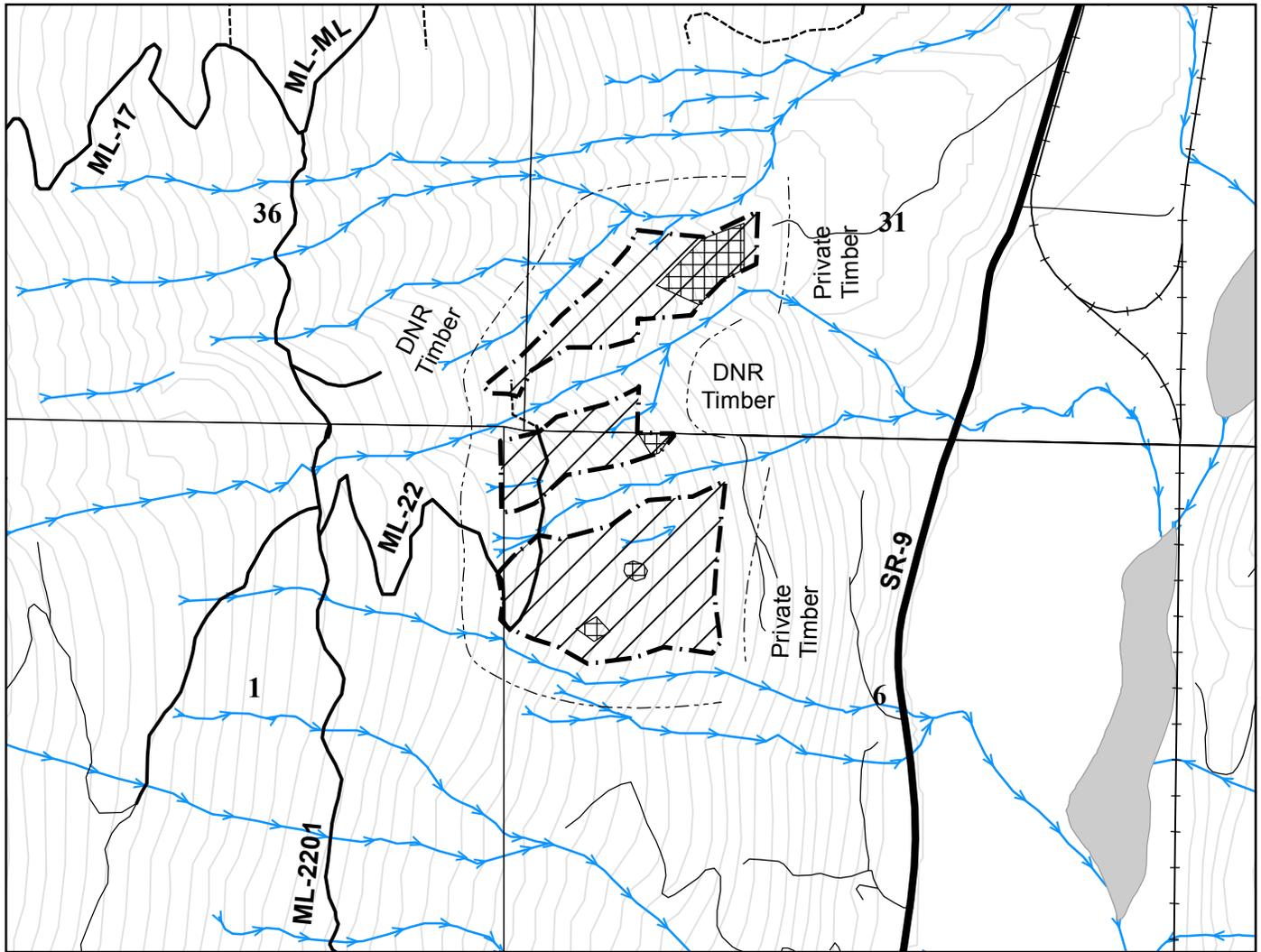
Invitation to Bid No. 1522

Unit No. NW-17

UNIT NAME: MIRROR LAKE U2
 FMU ID: 77624
 TRUST: 01, 03
 ACRES: 41

REGION: NORTHWEST
 DISTRICT: BAKER
 LOCAL: DEMING
 COUNTY: WHATCOM

LEGAL: T37N R05E S31
 T37N R04E S36
 T36N R05E S01
 ELEVATION: 566-1228



Scale 1:12,000



Directions: From Sedro-woolley travel north 9.5 miles to the ML-ML. Turn right onto the ML-ML, travel 0.2 mile, and turn right to stay on the ML-ML and travel 1.7 miles to the ML-17. Continue straight on the ML-ML and travel 0.5 mile to the ML-22. Turn left onto the ML-22 and travel 0.4 mile to the unit.

UNIT MAP

Ground Herbicide

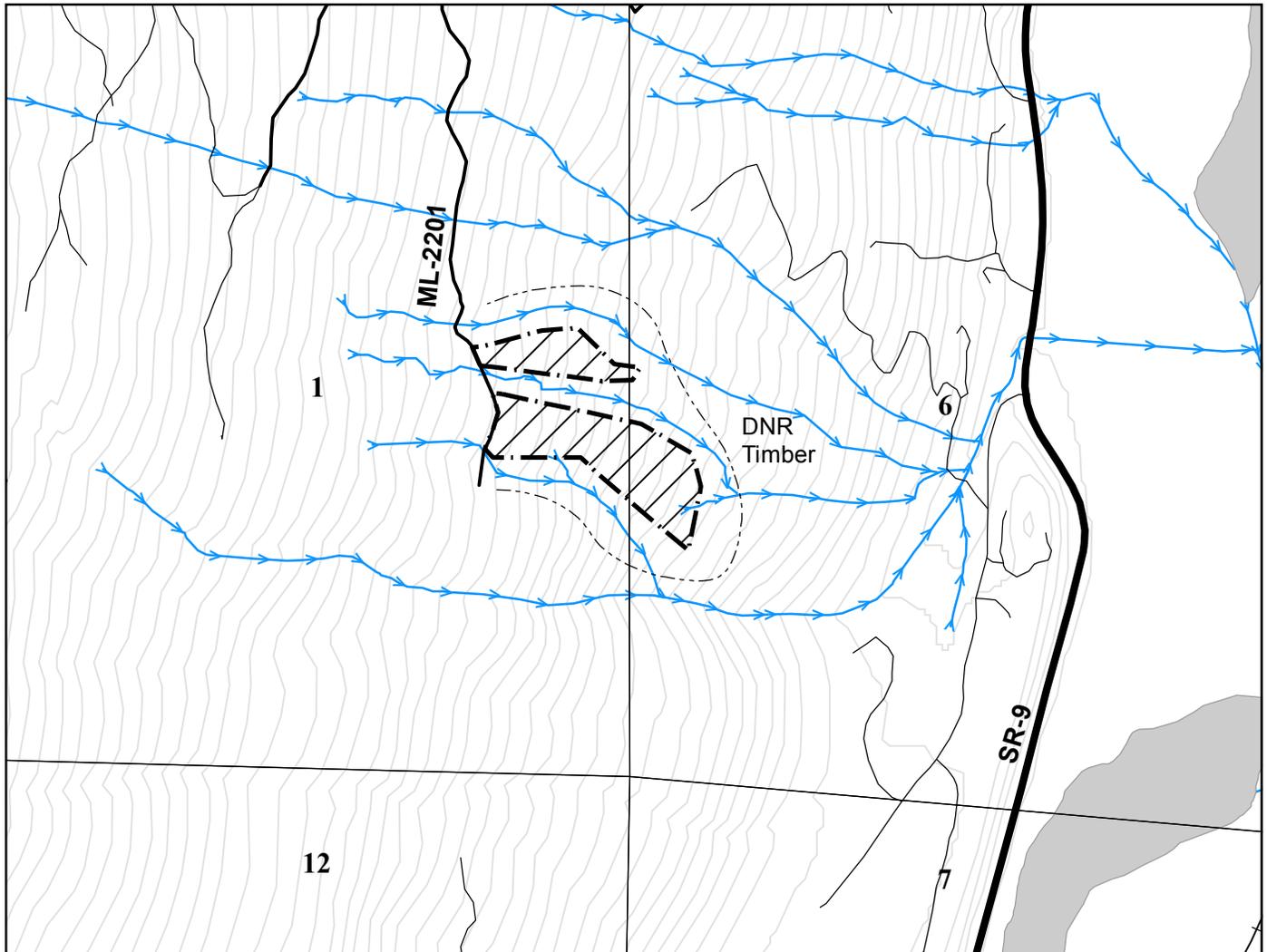
Invitation to Bid No. 1522

Unit No. NW-18

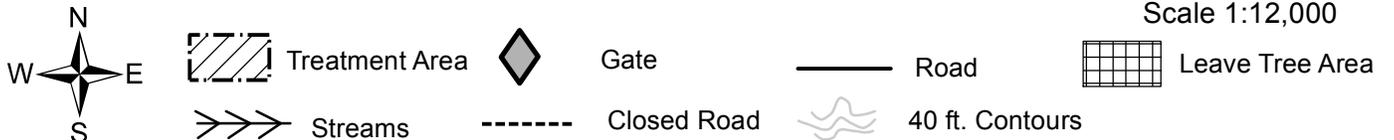
UNIT NAME: MIRROR LAKE U1
 FMU ID: 73496
 TRUST: 01
 ACRES: 13

REGION: NORTHWEST
 DISTRICT: BAKER
 LOCAL: DEMING
 COUNTY: WHATCOM

LEGAL: T36N R04E S01
 T36N R05E S06
 ELEVATION: 788-1301



Scale 1:12,000



Directions: From Sedro-woolley travel north 9.5 miles to the ML-ML. Turn right onto the ML-ML, travel 0.2 mile, and turn right to stay on the ML-ML and travel 1.7 miles to the ML-17. Continue straight on the ML-ML and travel 0.5 mile to the ML-2201. Continue straight onto the MI-2201 and travel 0.5 miles to the unit.

UNIT MAP

Ground Herbicide

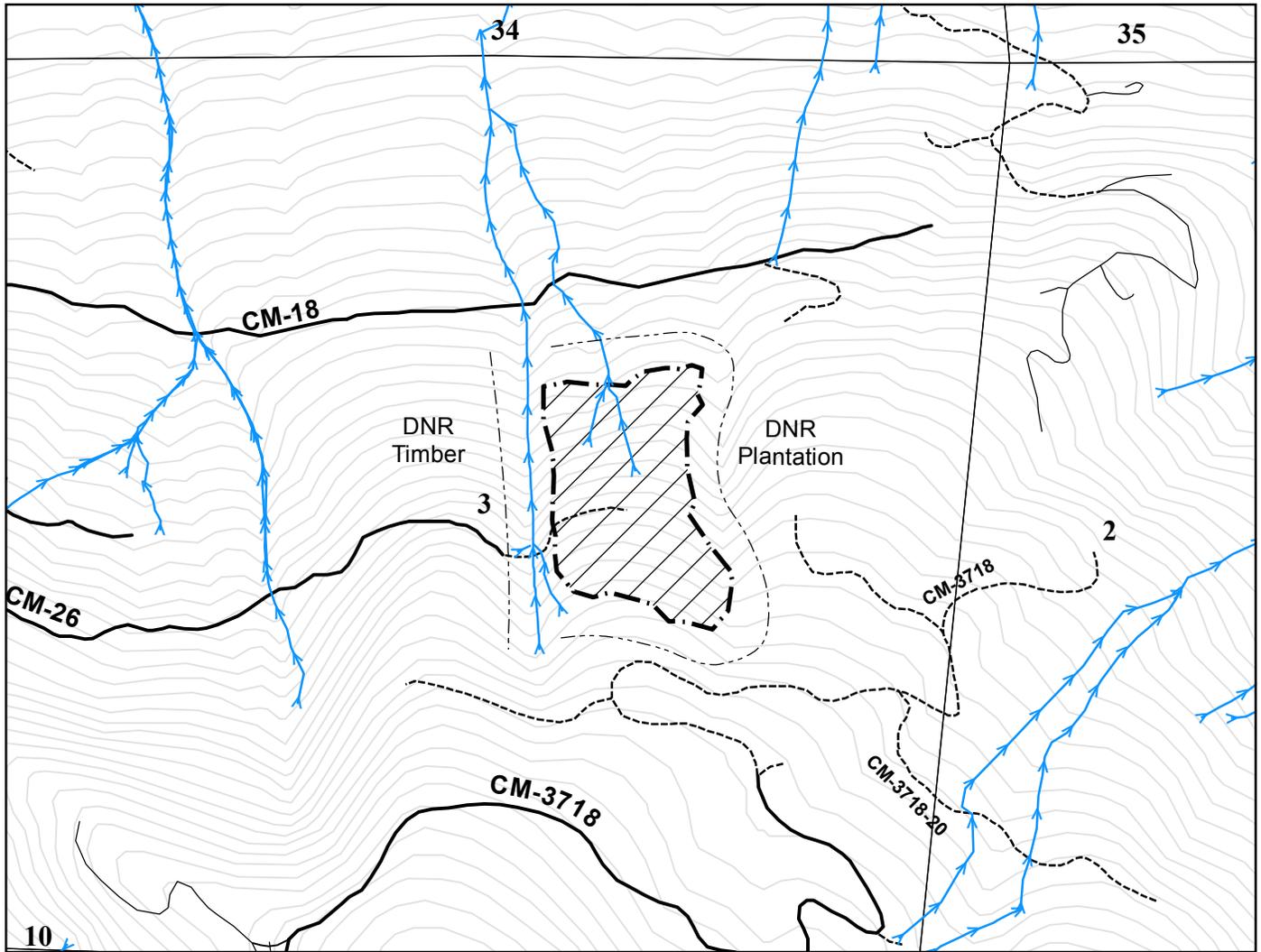
Invitation to Bid No. 1522

Unit No. NW-19

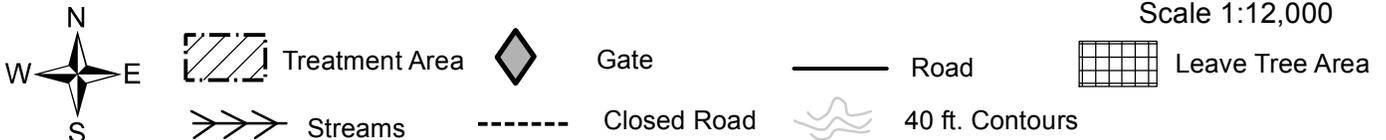
UNIT NAME: GINGER U1A
 FMU ID: 60813
 TRUST: 01
 ACRES: 26

REGION: NORTHWEST
 DISTRICT: CLEARLAKE
 LOCAL: CLEARLAKE
 COUNTY: SKAGIT

LEGAL: T34N R05E S03
 ELEVATION: 1541-2118



Scale 1:12,000



Directions: From the town of Clear Lake travel east on Old Day Creek road 2.9 miles to Janiki Rd. Turn right onto the Janicki road and travel 1.2 miles to the CM-ML. Turn left onto the CM-ML, pass through the gate, and travel 2.5 miles to the CM-26. Turn left onto the CM-26 and travel 1.2 miles to where the road is abandoned. There is a 0.2 mile walk into the unit.

UNIT MAP

Ground Herbicide

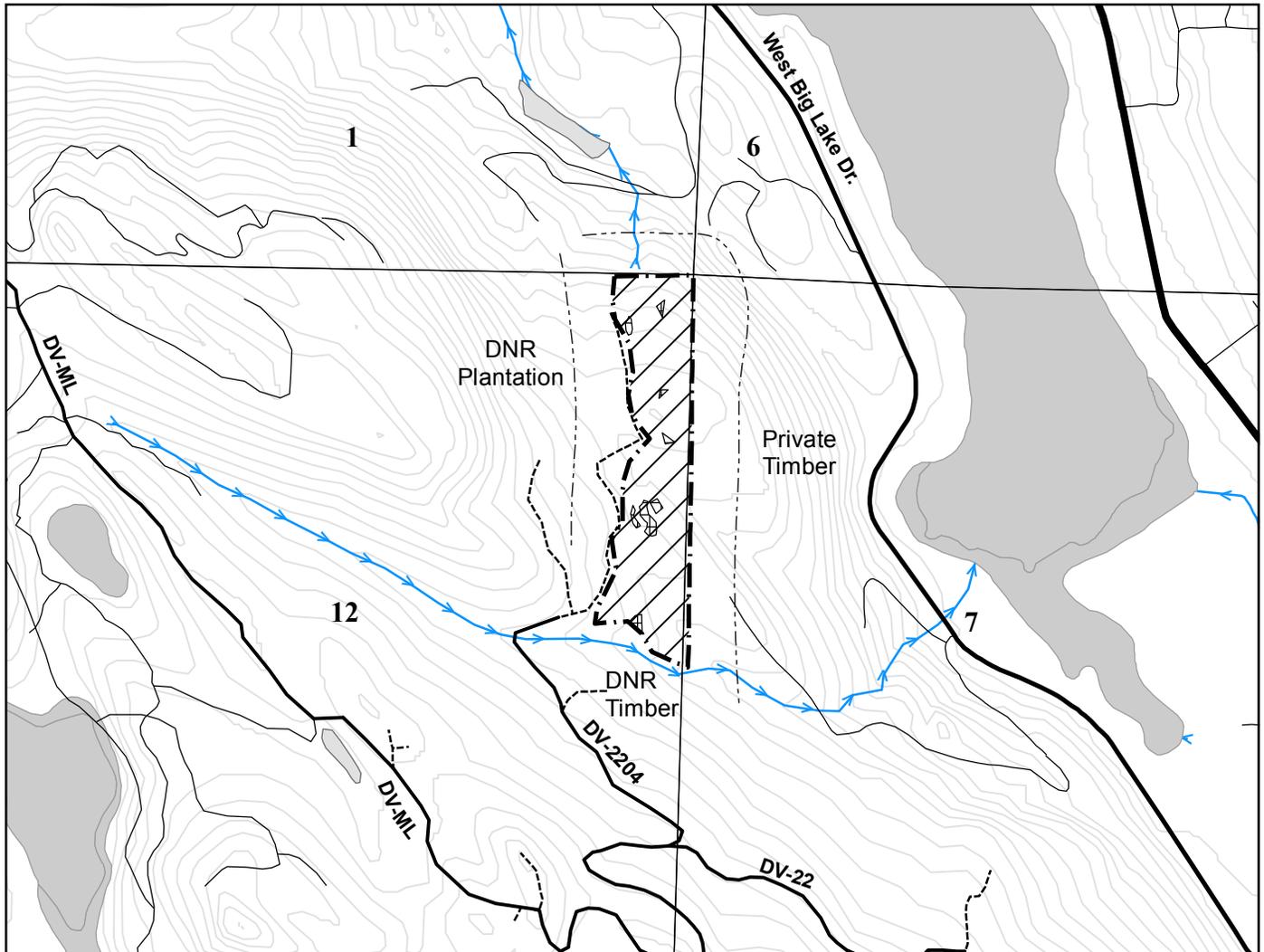
Invitation to Bid No. 1522

Unit No. NW-20

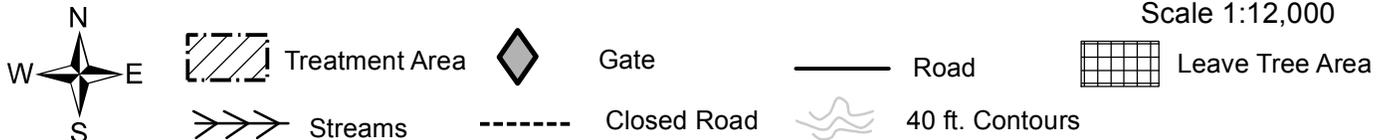
UNIT NAME: ANGEL WOOD U2
 FMU ID: 71654
 TRUST: 01
 ACRES: 30

REGION: NORTHWEST
 DISTRICT: BAKER
 LOCAL: DEMING
 COUNTY: WHATCOM

LEGAL: T33N R04E S12
 ELEVATION: 723-1202



Scale 1:12,000



Directions: Drive 12.9 miles south on Hwy 9 from intersection of State Route 20 in Sedro Woolley. Turn right onto Devils Mountain Road and go 0.5 miles to gate just above switchback. Drive through gate and go 1.4 miles on the DV-ML to a spur on the right. Stay left and go another 0.4 miles on the DV-ML to major intersection. Go right at this intersection which is the DV-22 and continue for another 0.4 miles till the road splits. At the split go left on the DV-2204 and go 0.5 miles to where the road is abandoned. There is a 500 ft. walk to the unit.

UNIT MAP

Ground Herbicide

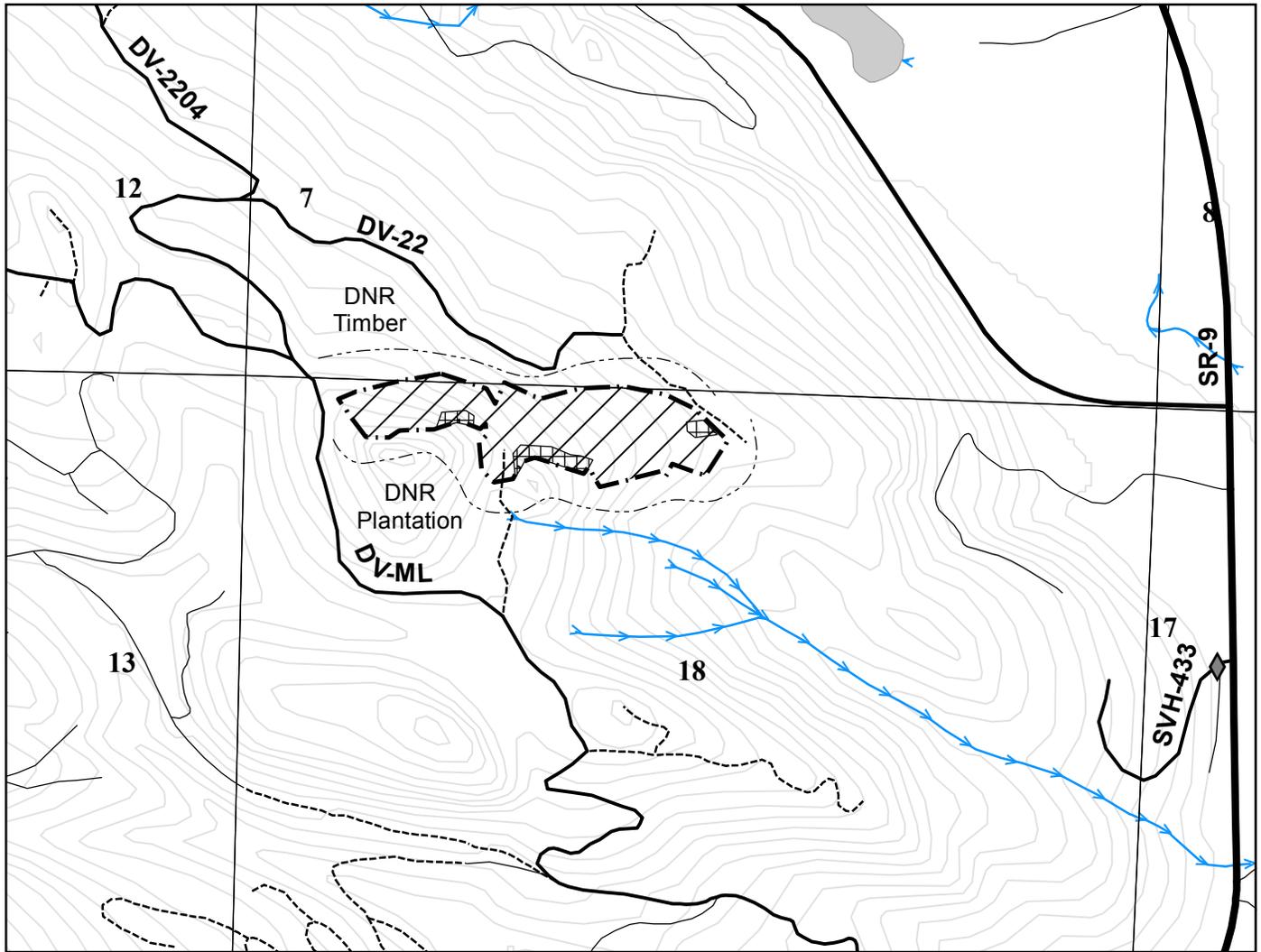
Invitation to Bid No. 1522

Unit No. NW-21

UNIT NAME: ANGEL WOOD U1
 FMU ID: 74599
 TRUST: 01
 ACRES: 18

REGION: NORTHWEST
 DISTRICT: BAKER
 LOCAL: DEMING
 COUNTY: WHATCOM

LEGAL: T33N R05E S18
 ELEVATION: 723-1202



Scale 1:12,000



Directions: Drive 12.9 miles South on Hwy 9 from intersection of State Route 20 in Sedro Woolley. Turn right onto Devils Mountain Road and go 0.5 miles to gate just above switchback. Drive through gate and go 1.4 miles on the DV-ML to a spur on the right. Walk 0.2 miles into unit.

UNIT MAP

Ground Herbicide

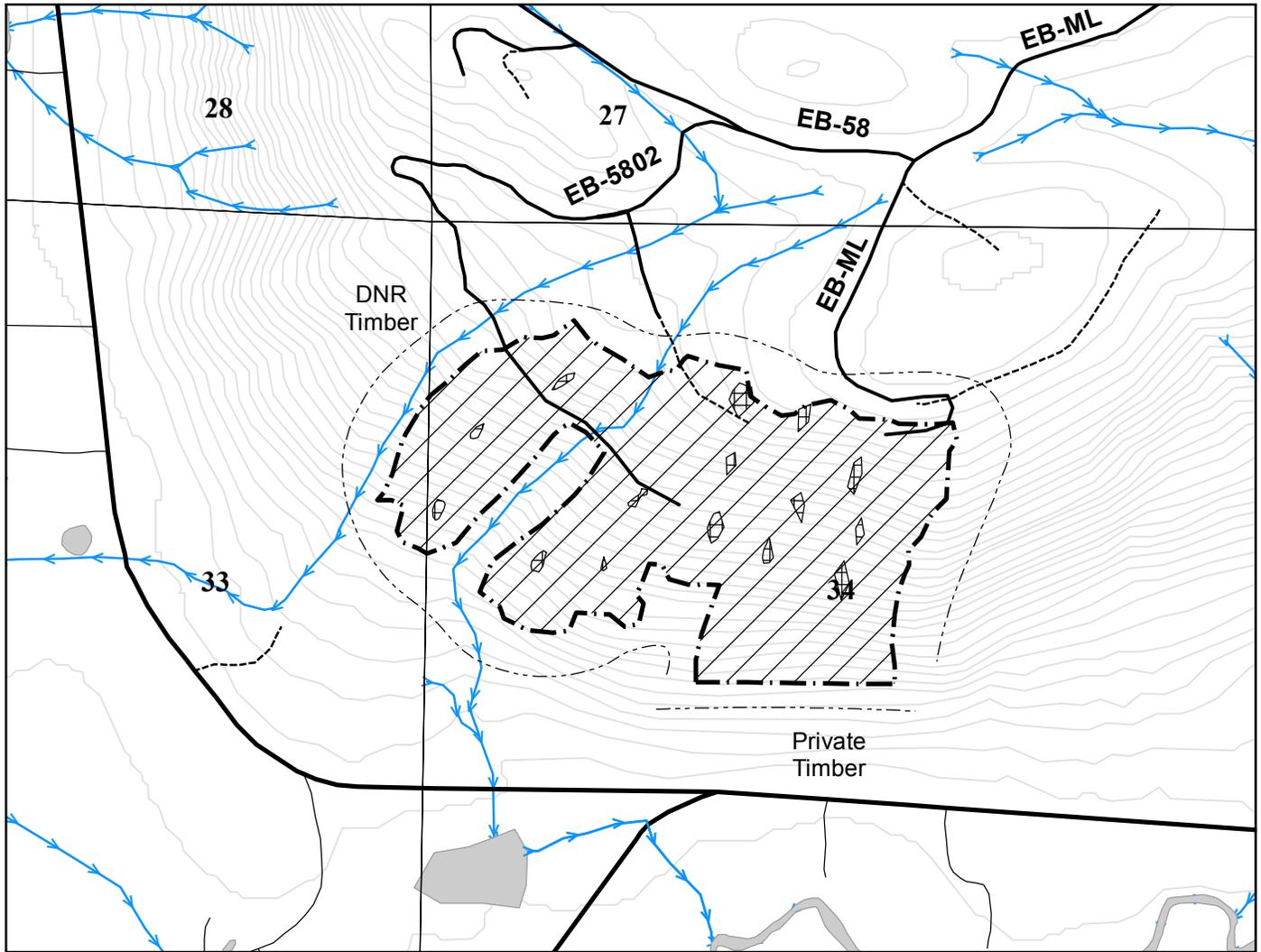
Invitation to Bid No. 1522

Unit No. NW- 22

UNIT NAME: WAFFLE U1
 FMU ID: 71646
 TRUST: 01
 ACRES: 95

REGION: NORTHWEST
 DISTRICT: CASCADE
 LOCAL: STARBIRD
 COUNTY: SNOHOMISH

LEGAL: T32N R06E S33,34
 ELEVATION: 672-1865



Scale 1:12,000



Directions: From Arlington follow SR 530 east 4.4 miles. Turn right onto Jim Creek Road and follow Jim Creek Road for 4.1 miles. Turn left onto Ebey Mt. Road (private) and travel 1.4 miles to a private gate (gate code can be obtained form the NW region office). Ebey Mt. Mainline begins at the State Lands gate up the road 0.4 mile. Follow the EB-ML 0.2 mile and stay left at the three way junction. Travel 3.9 miles on the EB-ML to the unit.

UNIT MAP

Ground Herbicide

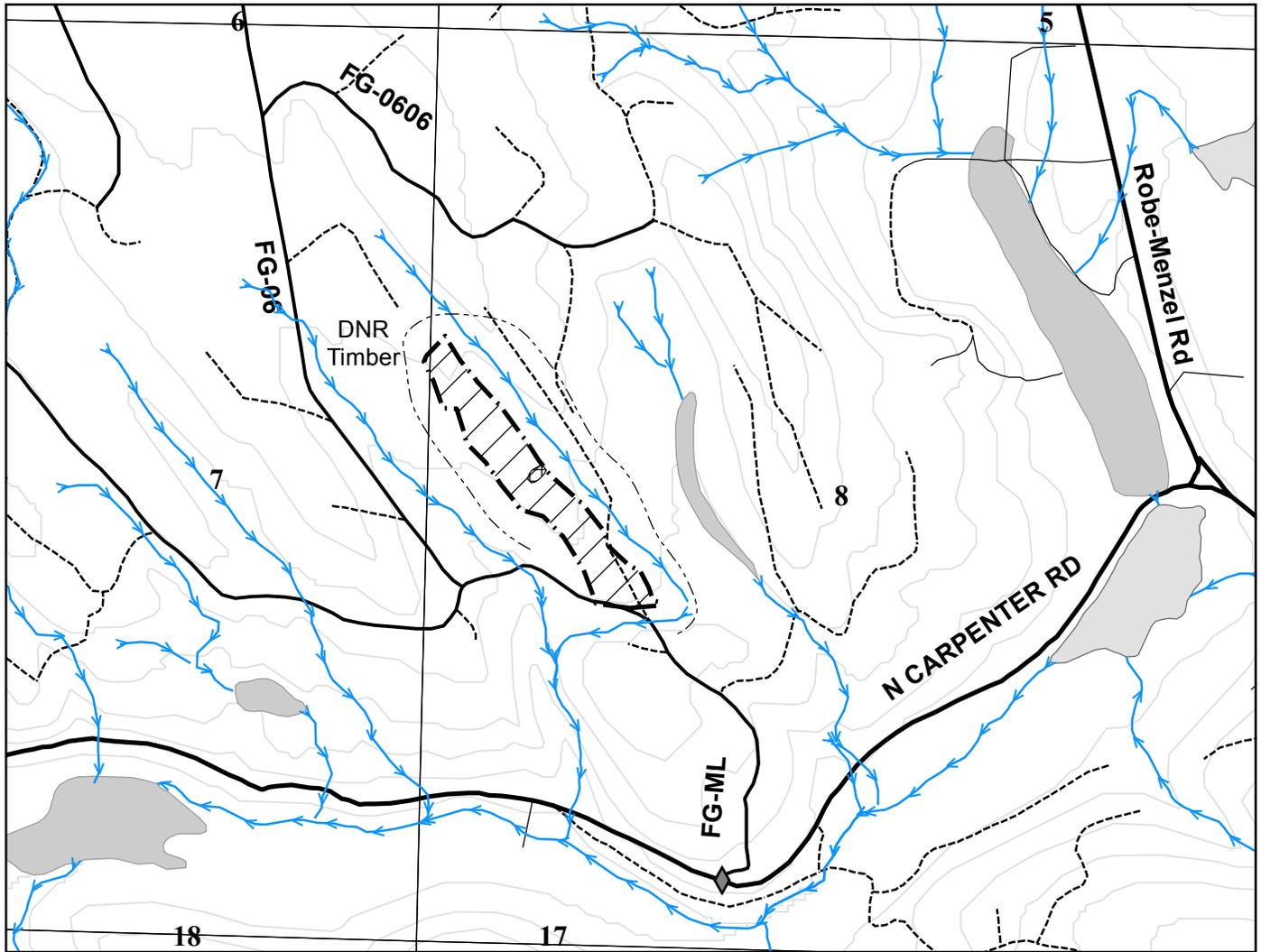
Invitation to Bid No. 1522

Unit No. NW-23

UNIT NAME: SKAGIT VALLEY U3A
 FMU ID: 15952
 TRUST: 12
 ACRES: 10

REGION: NORTHWEST
 DISTRICT: CASCADE
 LOCAL: STARBIRD
 COUNTY: SNOHOMISH

LEGAL: T29N R07E S08
 ELEVATION: 554-650



Scale 1:12,000



Directions: From Granite Falls, travel south on S. Granite Ave for 0.5 mile and continue straight onto the Robe-Menzel road. Travel 5.1 miles on Robe-Menzel road to N. Carpenter road. Turn right onto N. Carpenter Rd and travel 0.7 mile to a gate on the right and the beginning of the Forest Glades Mainline (FG-ML). Turn right onto the FG-ML, pass through the gate, and travel 0.4 mile to the unit.

UNIT MAP

Ground Herbicide

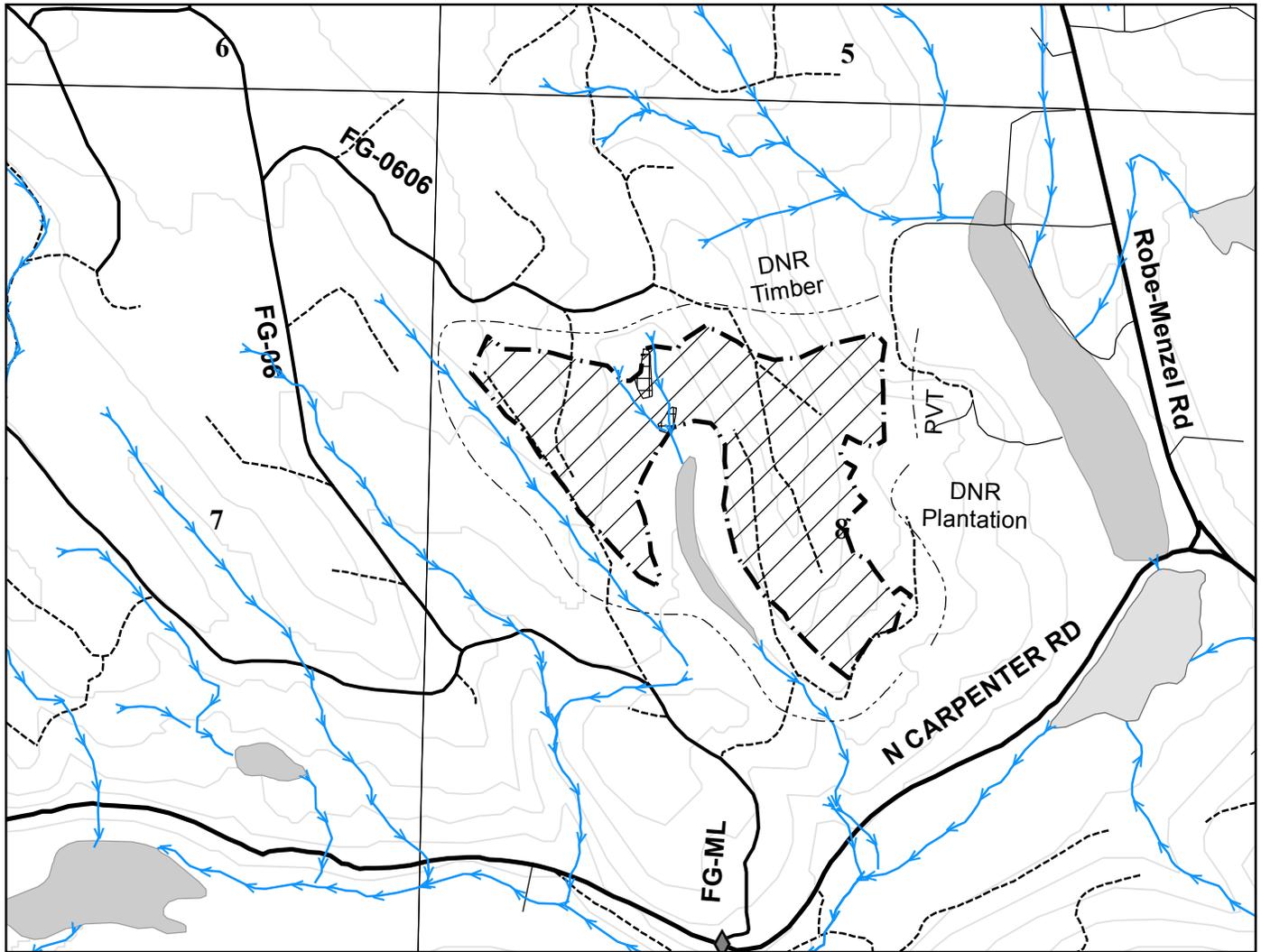
Invitation to Bid No. 1522

Unit No. NW-24

UNIT NAME: SKAGIT VALLEY U3B
 FMU ID: 84532
 TRUST: 12
 ACRES: 53

REGION: NORTHWEST
 DISTRICT: CASCADE
 LOCAL: STARBIRD
 COUNTY: SNOHOMISH

LEGAL: T29N R07E S08
 ELEVATION: 464-685



Scale 1:12,000



Directions: From Granite Falls, travel south on S. Granite Ave for 0.5 mile and continue straight onto the Robe-Menzel road. Travel 5.1 miles south on Robe-Menzel road to N. Carbenter Rd. Turn right onto N. Carpenter road and travel 0.7 mile to a gate on the right and the beginning of the Forest Glades Mainline (FG-ML). Turn right onto the FG-ML, pass through the gate, travel 0.6 mile and turn right onto the FG-06. Travel 0.6 mile and turn right onto the FG-0606 and travel 0.5 mile to an abandoned road. There is a 0.1 mile walk to the unit.

UNIT MAP

Ground Herbicide

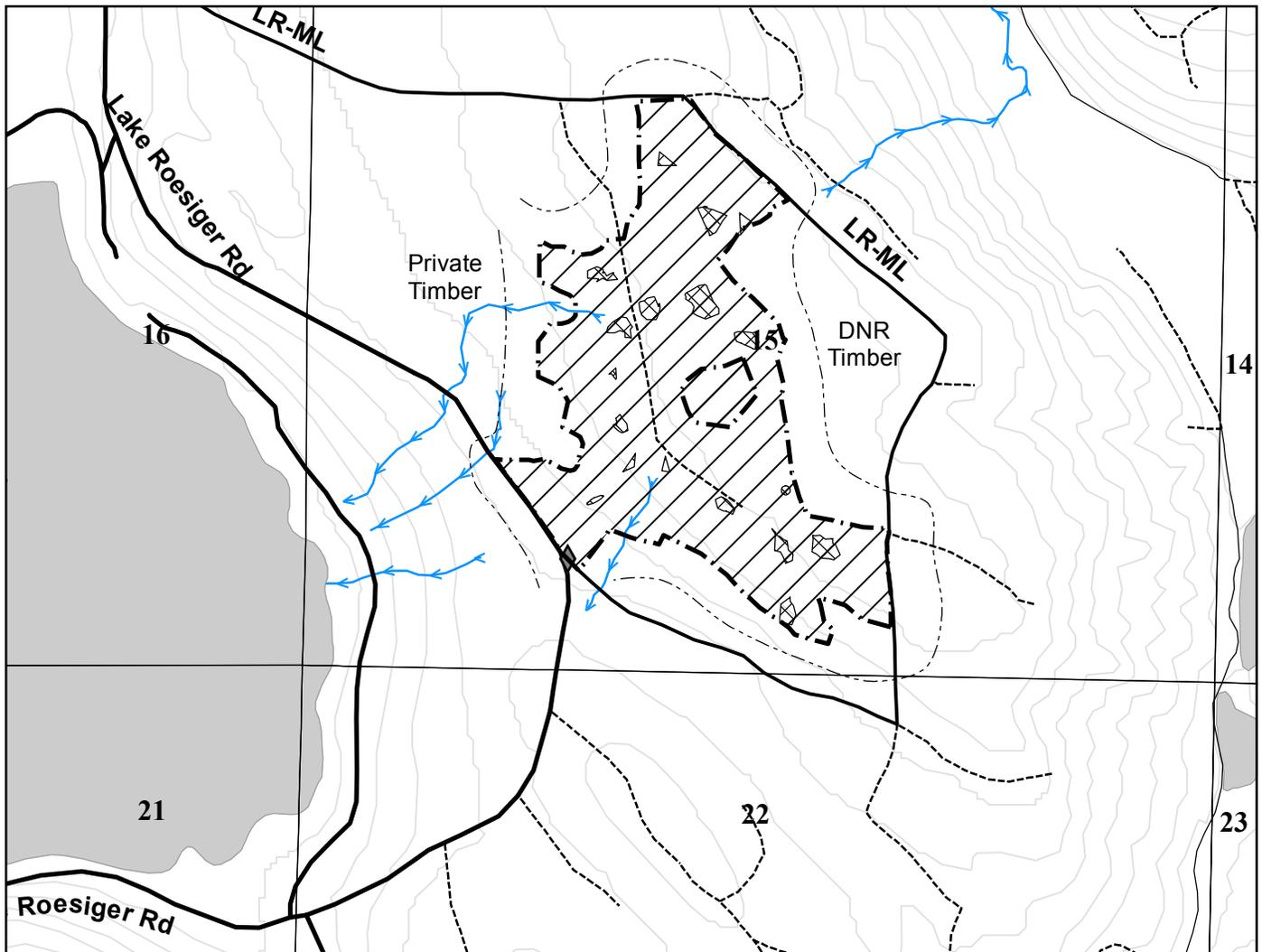
Invitation to Bid No. 1522

Unit No. NW-25

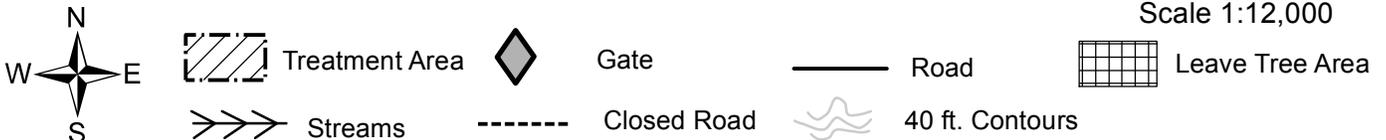
UNIT NAME: CENTRAL SEA U1
 FMU ID: 85602
 TRUST: 01, 12
 ACRES: 65

REGION: NORTHWEST
 DISTRICT: CASCADE
 LOCAL: BOULDER
 COUNTY: SNOHOMISH

LEGAL: T29N R07E S15
 ELEVATION: 732-981



Scale 1:12,000



Directions: From the intersection of Stanley St. and S. Alder Ave. in Granite Falls, turn right onto S. Alder Ave. and travel 0.25 miles. Turn left onto Menzel Lake Road and travel 6.6 miles to an intersection where Menzel lake Road turns into N. Lake Roesiger Road. Continue on S. Lake Roesiger Road for 1.2 miles. Turn left and pass through the DNR gate onto LR-ML and travel for 0.6 miles to the unit

UNIT MAP

Ground Herbicide

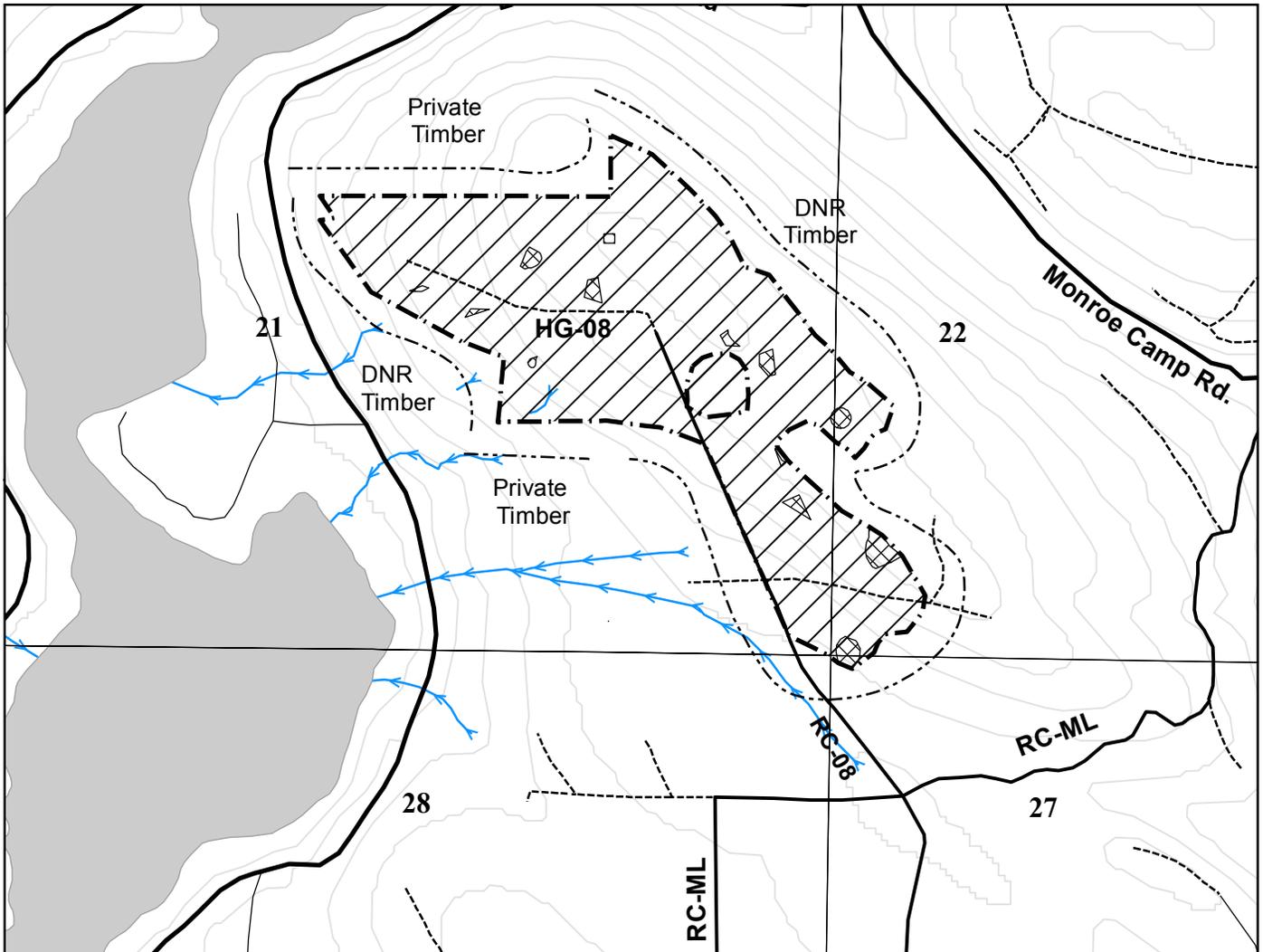
Invitation to Bid No. 1522

Unit No. NW-26

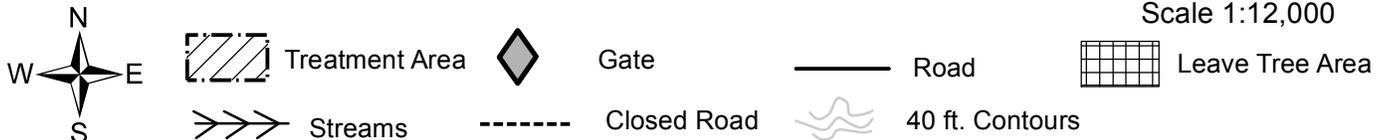
UNIT NAME: CENTRAL SEA U2
 FMU ID: 85603
 TRUST: 01, 12
 ACRES: 79

REGION: NORTHWEST
 DISTRICT: CASCADE
 LOCAL: BOULDER
 COUNTY: SNOHOMISH

LEGAL: T29N R07E S21,22,27
 ELEVATION: 732-981

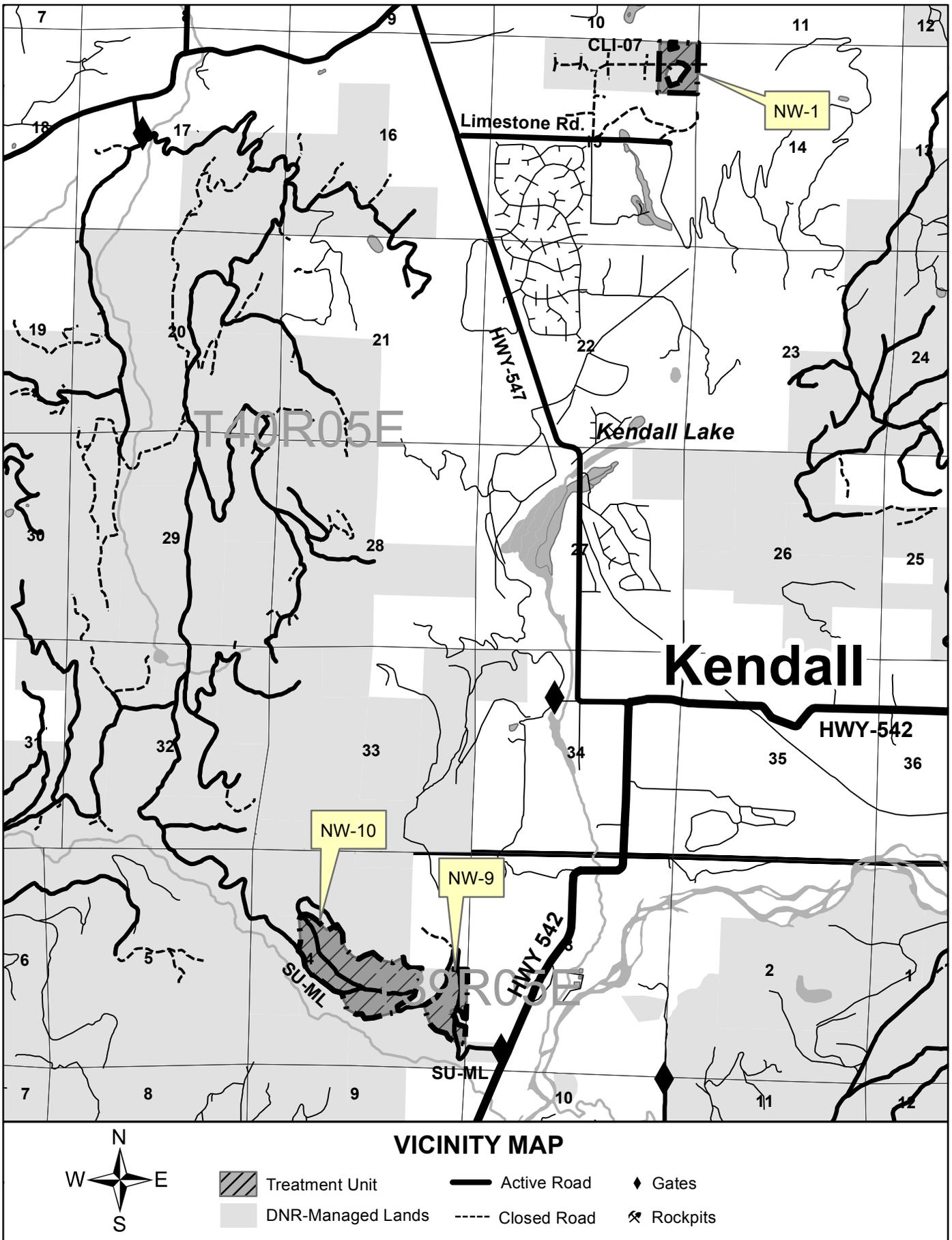


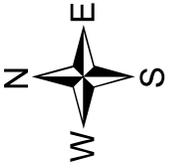
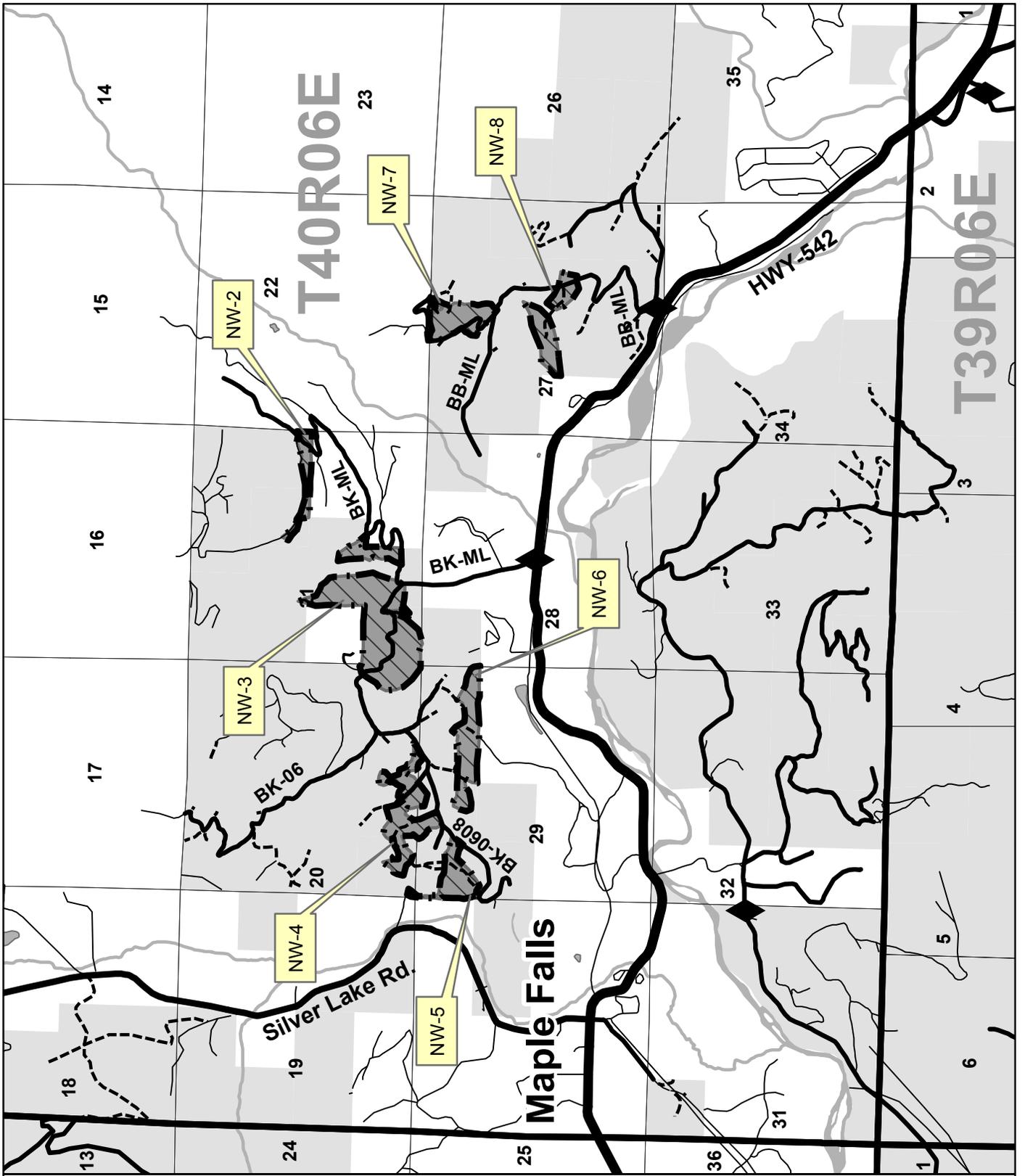
Scale 1:12,000



Directions: From the intersection of Stanley St. and S. Alder Ave. in Granite Falls, turn right onto S. Alder Ave. and travel 0.25 miles. Turn left onto Menzel Lake Road and travel 6.6 miles to an intersection where Menzel Lake Road turns into N. Lake Roesinger Road. Continue on S. Lake Roesinger Road for 2.7 miles and turn left on Monroe Camp Road. Travel 0.7 miles and turn right and pass through the DNR gate onto the RC-ML and travel 0.9 miles. Turn right onto RC-08 which enters Unit 2 in less 0.1 miles.

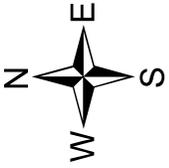
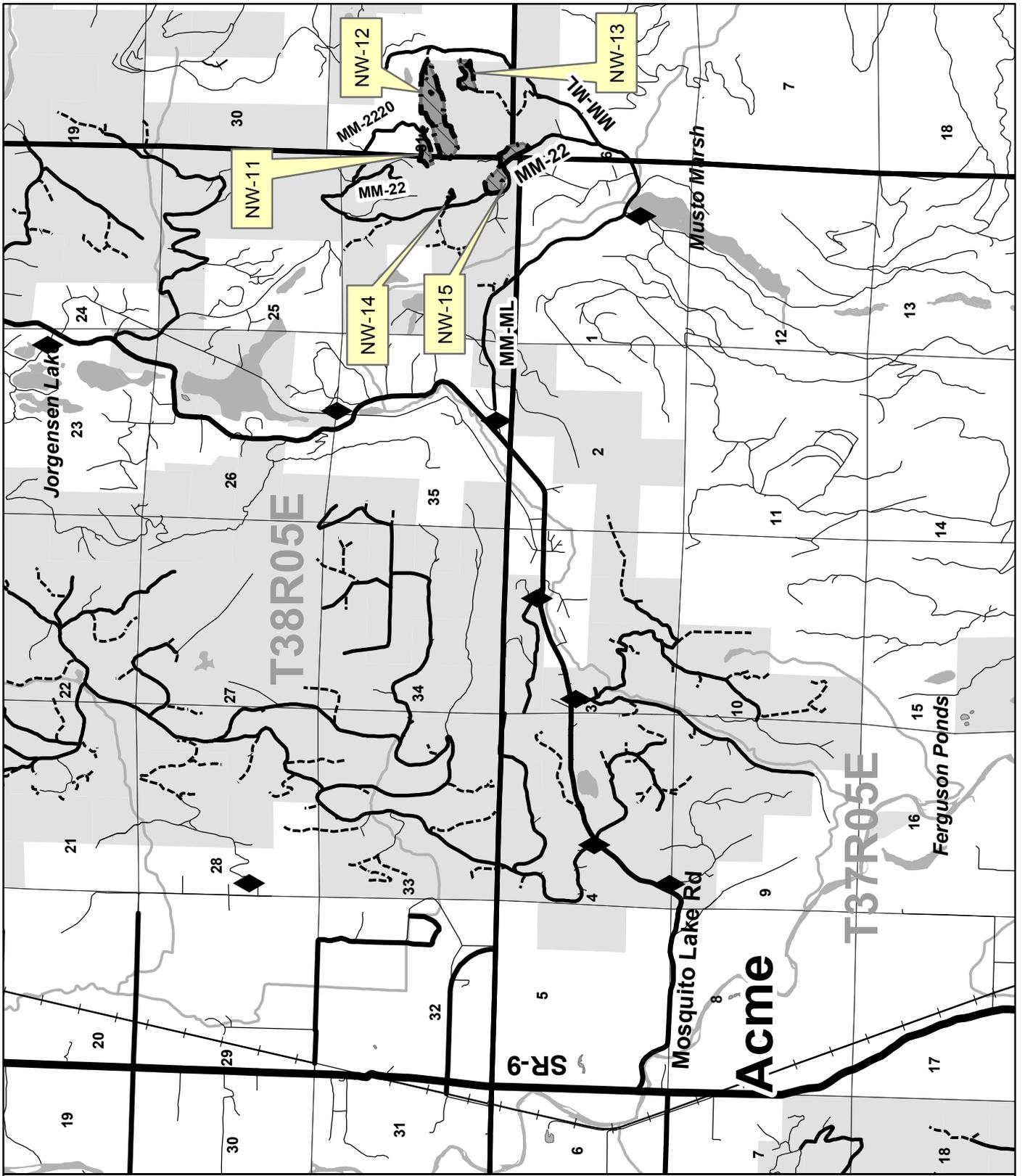
SECTION III-C: VICINITY MAPS





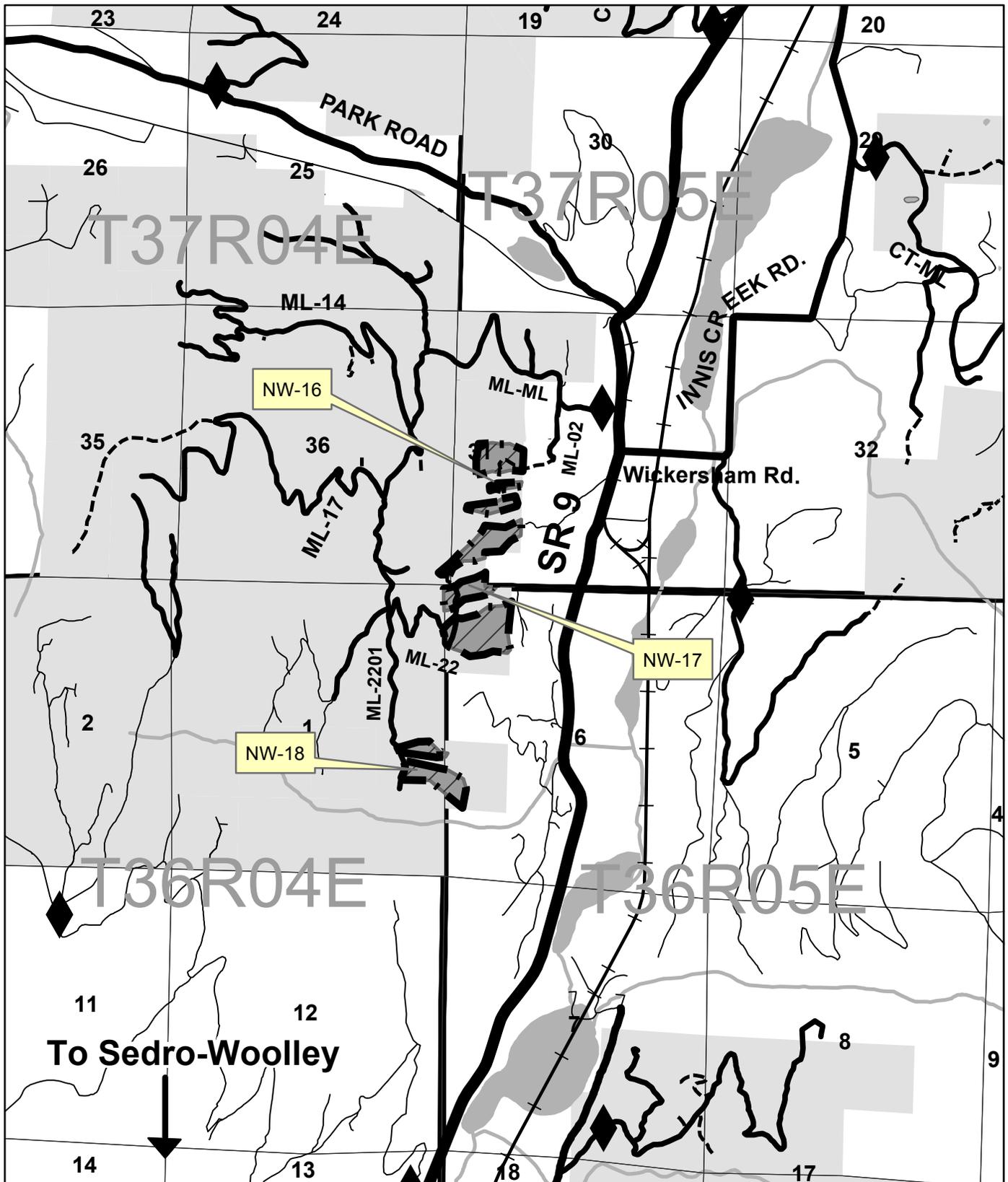
VICINITY MAP

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



VICINITY MAP

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

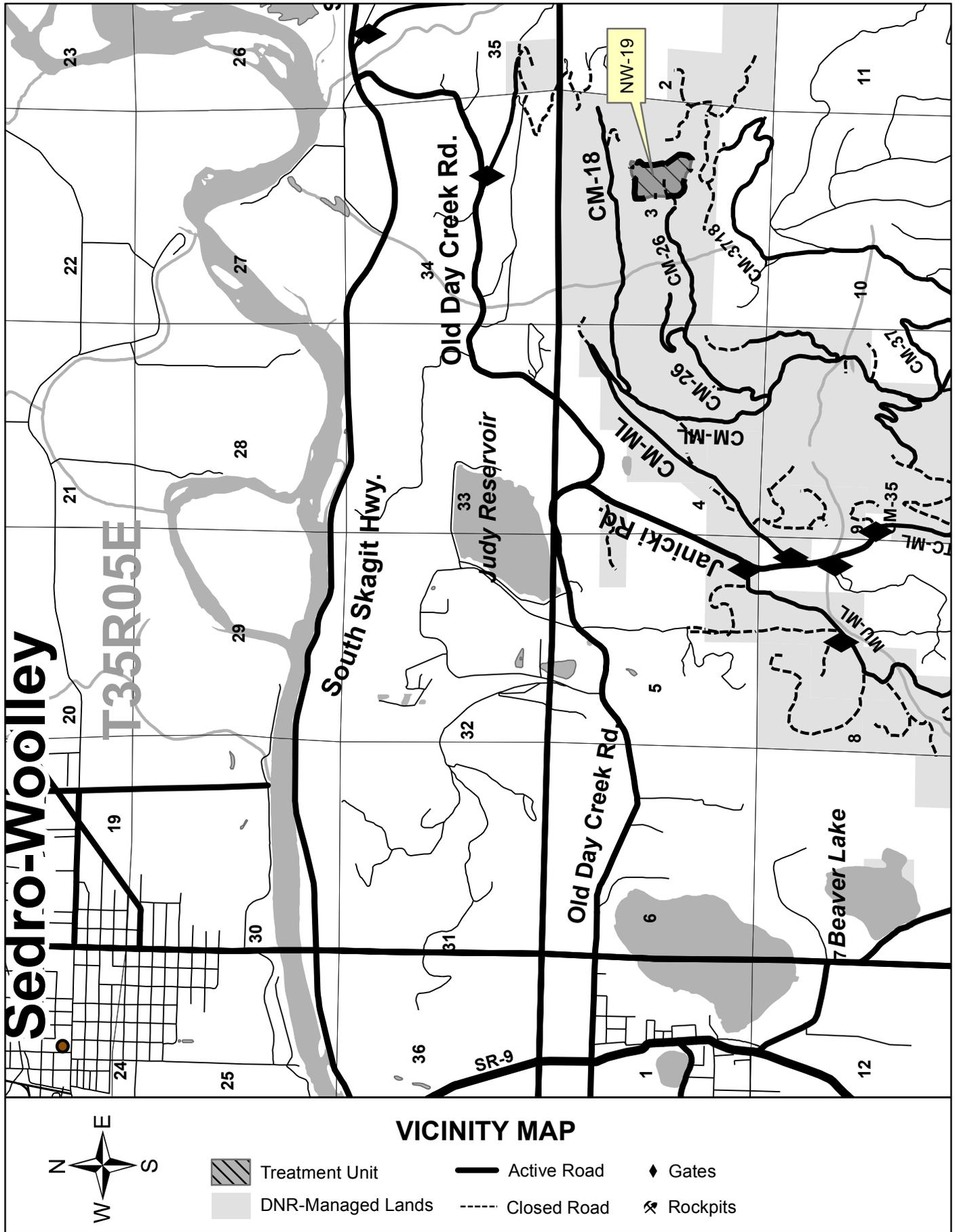


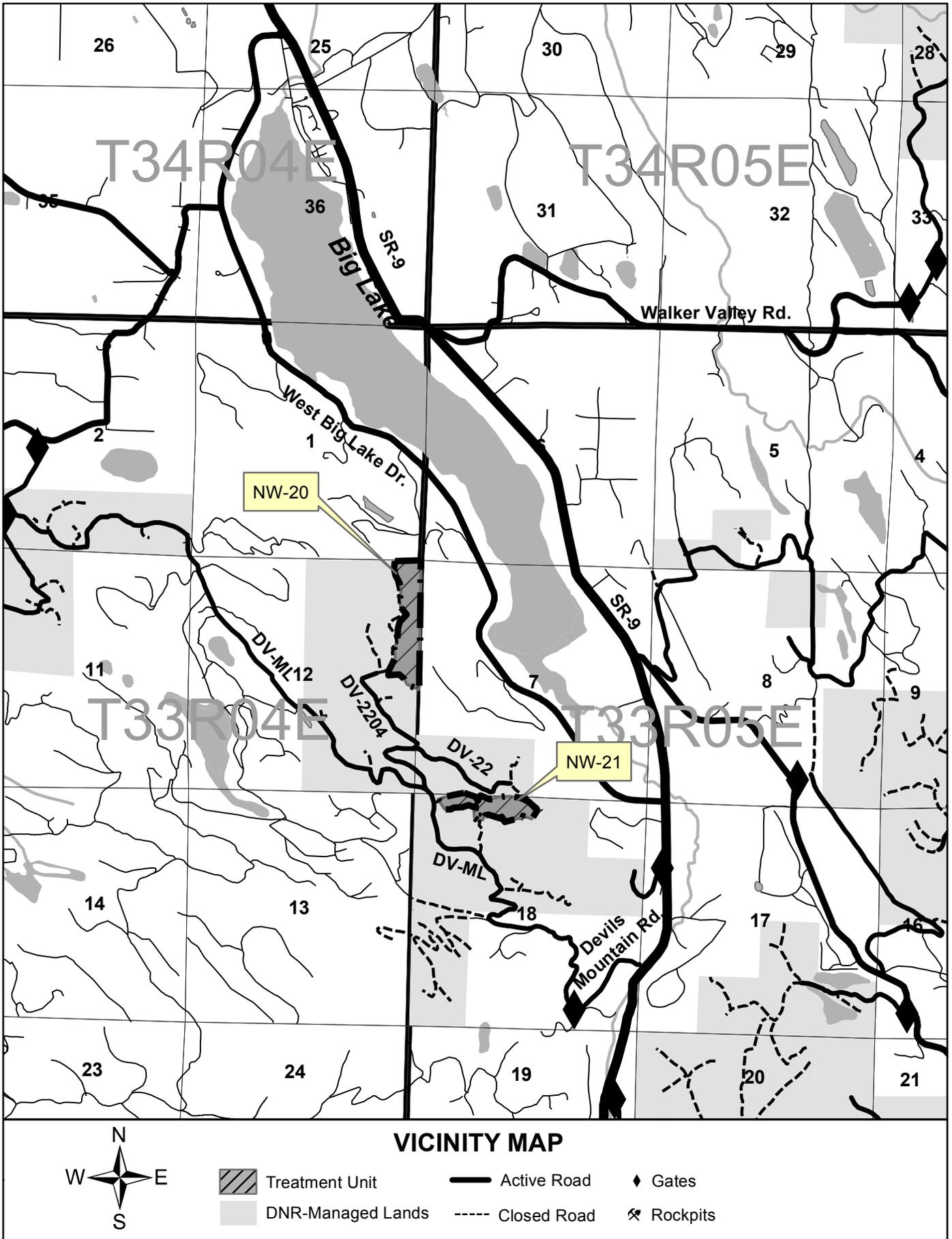
To Sedro-Woolley

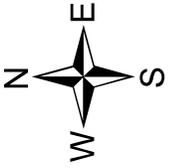
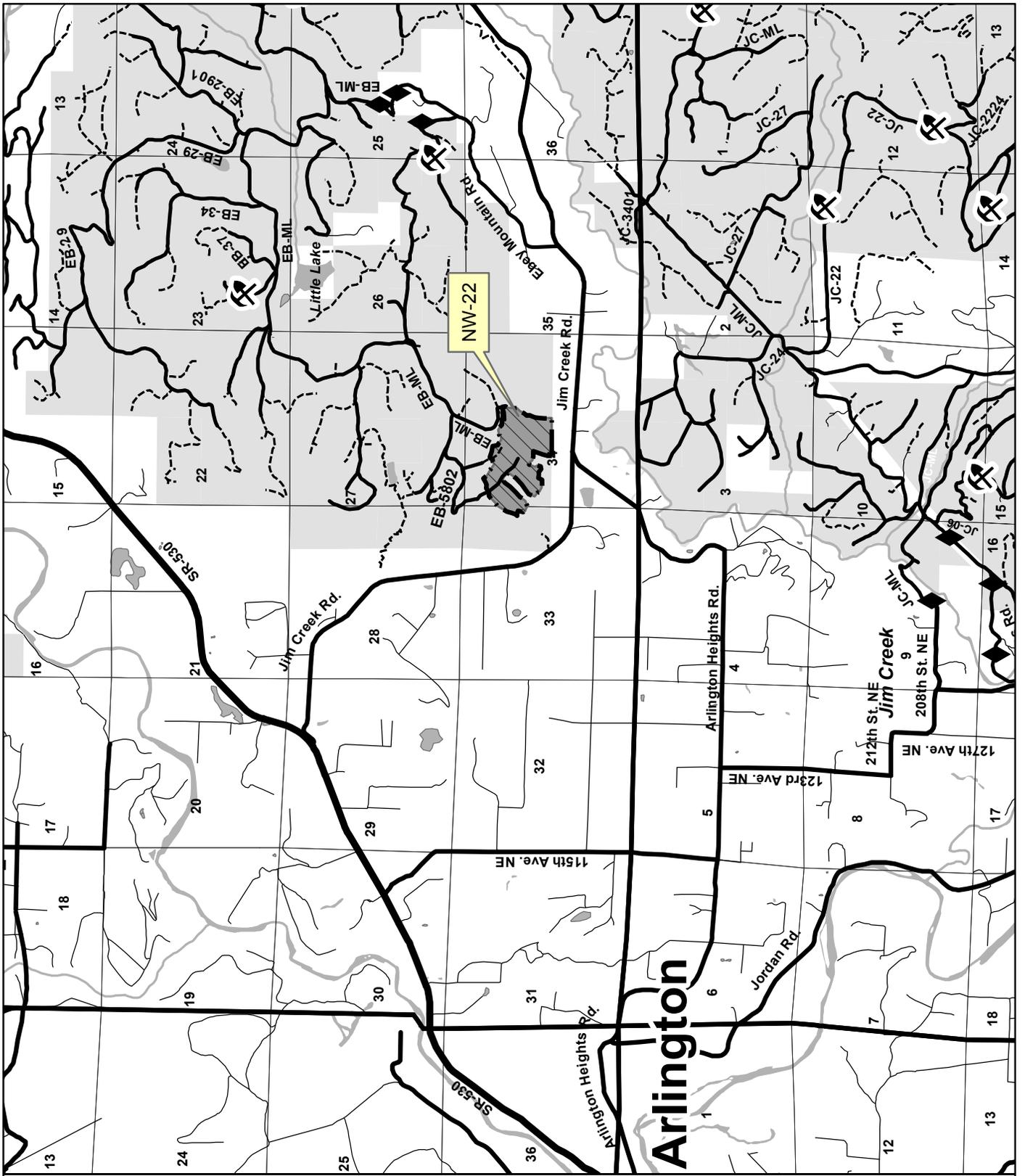
VICINITY MAP



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

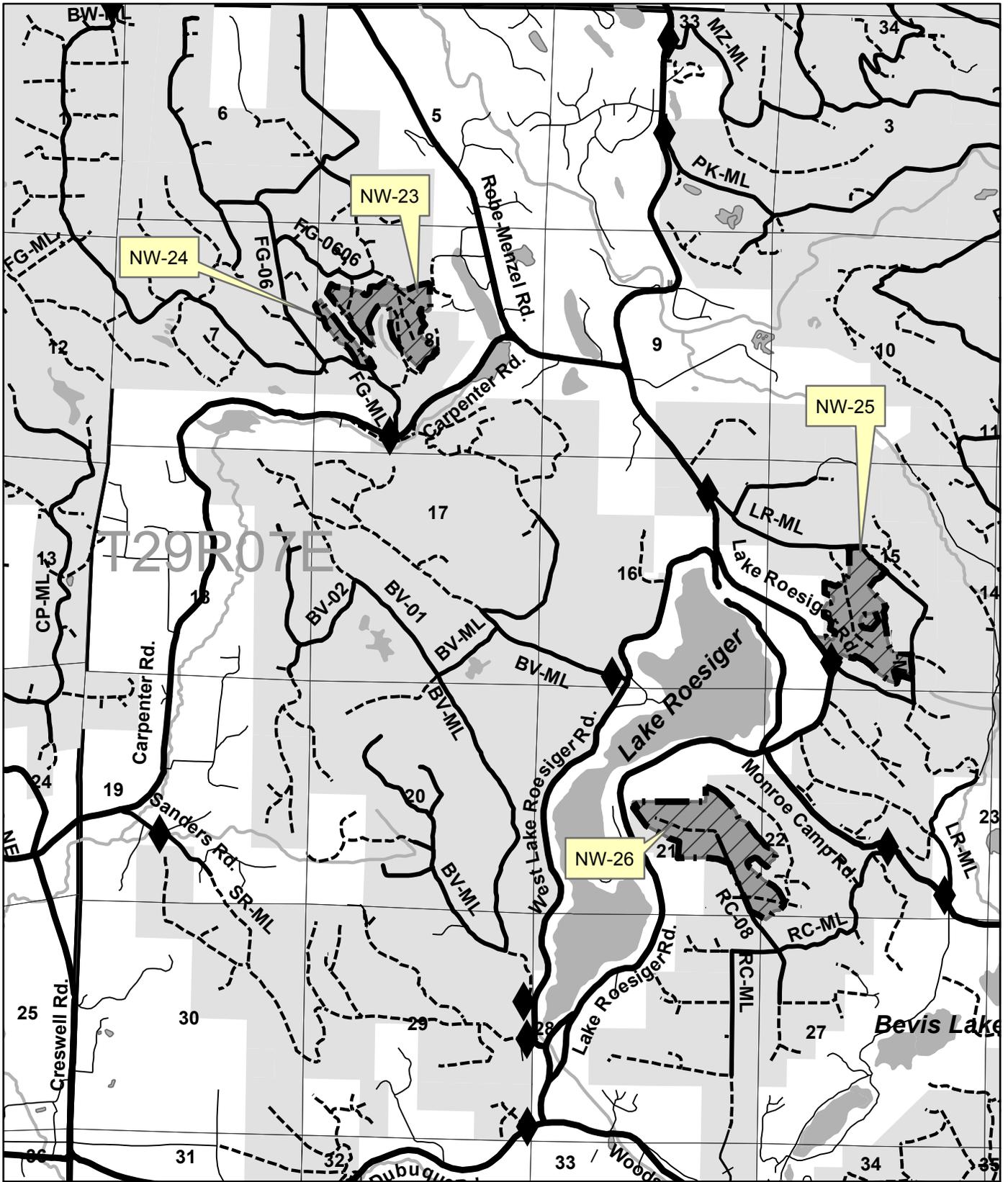






VICINITY MAP

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



T29R07E

VICINITY MAP



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

SECTION IV-A: BID FORM

CONTRACT NUMBER 1522

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 1522.

<u>Unit No.</u>	<u>Unit Acres</u>	<u>Unit Bid Price (Per Acre)</u>	<u>Unit Total</u>
NW-1	24		
NW-2	10		
NW-3	82		
NW-4	31		
NW-5	17		
NW-6	26		
NW-7	18		
NW-8	20		
NW-9	26		
NW-10	83		
NW-11	5		
NW-12	28		
NW-13	5		
NW-14	1		
NW-15	11		
NW-16	13		
NW-17	41		
NW-18	13		
NW-19	26		
NW-20	30		
NW-21	18		
NW-22	95		
NW-23	10		
NW-24	53		
NW-25	65		
NW-26	79		
	<u>830</u>		

Bidder's Name and Address:

Signature: _____

Title: _____

Company: _____

Note:

Detach and return this Section as per Invitation to Bid.

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

INVITATION TO BID ON CONTRACT NUMBER 1522

(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 IV-A) as per the Invitation to Bid.

SECTION V: 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 **1522**. 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 1522 is hereby awarded to _____

State of Washington,
Department of Natural Resources

By: _____

(Signature) (Date)

Jean Fike
Northwest Region Manager

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