



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

## **INVITATION TO BID: PRE-COMMERCIAL THINNING CONTRACT #1541**

You are invited to bid on the following Pre-Commercial Thinning 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.

<b>Contract #</b>	<b># Acres</b>	<b># Units</b>	<b>Location</b>	<b>Comments</b>
<b>1541</b>	<b>788</b>	<b>17</b>	<b>NW Region</b>	

### **BID PROCEDURES**

#### **Bid Delivery**

The bidder shall prepare one complete bid form for each contract, available in Section III-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 February 26, 2015.**

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

## **Bid Contents**

Each bid shall include all five of the following items:

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

All documents must be legible and properly completed.

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

Addressed to:	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:	Pre-Commercial Thinning – "Sealed Bid" Invitation to Bid on Contract Number: 1541

## **Bid Form Requirements**

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

- 1) Bids should include all costs related to the completion of the Work.
- 2) A Unit Bid Price and a Unit Total must be entered for all of the Units in the contract. All Unit Totals for the contract must be summed and entered as the Contract Price. In the event of a difference between the sum of all Unit Totals and the Contract Price, the individual Unit Totals shall prevail.
- 3) All Bid Forms (Section III-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 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 Pre-Commercial Thinning 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: March 2, 2015 to June 19, 2015

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 2015 Farm Labor Contractor's License or letter of exemption from the Department of Labor & Industries before work begins.

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

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



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

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

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## **PRE-COMMERCIAL THINNING**

### **Contract Number #1541**

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**Contract Digest:** Pre-Commercial Thinning (PCT)

- 788 Acres in Skagit, Snohomish and Whatcom counties
- Term of Contract: Monday, March 2<sup>nd</sup>, to Friday, June 19<sup>th</sup>, 2015
- PCT is the cutting of certain trees from a stand to regulate the number, quality and distribution of the remaining crop trees. The thinned trees have no commercial value.

**Notice To Bidders**

**Special Notices**

**Definitions**

**SECTION I**

- Instructions to Bidders

**SECTION II**

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

**SECTION III**

- Unit Descriptions
- Unit Maps
- Vicinity Map

**SECTION IV**

- Bid Form

**SECTION V**

- Offer and Contract Award

## NOTICE TO BIDDERS

You are invited to bid on this contract and are advised to examine the Unit(s) prior to bidding.

Sealed bids will be accepted at the Department's Northwest Region office until **1:00pm on Thursday, February 26, 2015** at which time and place all bids will be opened and read aloud. Individuals who wish to request special accommodations for the bid opening (e.g., sign language, interpreters, Braille, etc.) should contact the Department ten (10) Working days prior to the scheduled bid opening.

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

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

Upper left corner: Bidder's Address

Lower left corner: Pre-Commercial Thinning – “Sealed Bid”  
Invitation to Bid/Contract Number: **1541**

Questions pertaining to this Invitation to Bid can be answered by contacting **Peter Hurd at 360-854-2881 or 360-333-0022**. Oral explanations, interpretation, or instructions given before the award will not be binding.

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

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

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

**Please follow the link for instructions on how to register.**

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

## **SPECIAL NOTICES**

Term of contract: **Monday, March 2<sup>nd</sup>, 2015 to Friday, June 19<sup>th</sup>, 2015**

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 and in Section III – Special Requirements and General Information. 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.

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

## DEFINITIONS

- A. 'Buffer Zone' - An area designated to be left along roads or other features in which there will be no cutting.
- B. 'Compliance Forester' means the Department staff who perform the compliance inspections, approves Work, recommends payment to the Contract Manager and manages the Work Schedule.
- C. 'Conifer' means a tree that is a Douglas-fir, true fir, pine, hemlock, spruce, or cedar.
- D. 'Contract' means this Invitation to Bid/Contract the Pre-Work Conference packet and all required documents provided by the contractor.
- E. 'Contract Manager' means the Department staff that processes this Contract, makes payments, provides and facilitates dispute resolution, provides technical advice to the Compliance Forester, and is the first point of contact for questions relating to this Contract or interpretation of Work. The Contract Manager may perform the duties of the Compliance Forester.
- F. 'Contractor' means the bidder who was awarded this Contract.
- G. 'Contractor Selection of Leave Trees' - Crop and leave trees are unmarked and will be selected by the Contractor.
- H. 'Crop Tree' - These are usually the largest undamaged conifer trees with good form and free of disease.
- I. 'Department' means the Department of Natural Resources of the State of Washington, acting through an authorized employee.
- J. 'Designated Contract Representative(s): Those individuals designated by the Contractor on the Pre Work form during the Pre Work Conference (2-11, 2-12)
- K. 'D.B.H.' - Diameter at breast height, a point on the tree stem 4 feet above ground level.
- L. 'Force Majeure' means those acts that are unforeseeable and beyond the control of either party to the Contract. Acts of Force Majeure include, but are not limited to: acts of God, the public enemy, fire, or other casualty. Force Majeure may result in an equitable adjustment in the time period to complete the Contract.
- M. 'Hardwood' means any tree or tall shrub with broad leaves. Examples include alder, elderberry, big leaf maple, vine maple, madrone, cottonwood, cherry, and willow.
- N. 'Mechanical Treatment' - The use of power saws, axes, or other approved tools to remove trees.
- O. 'Mistletoe Thinning' - Removal of designated conifer trees bearing visible mistletoe plants on branches as well as visible plants or infections on the stem.
- P. '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.
- Q. '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.
- R. 'Slash' - shall mean all debris created on the contract area by the pre-commercial thinning operation.
- S. 'Surplus Trees' - All trees designated for cutting.
- T. '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).
- U. 'Unit Bid Price' is the rate per acre written in the Unit Bid Price column of the bid form (Section IV Bid Form).
- V. '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.
- W. 'Work' means the services the Contractor is required to satisfactorily complete this Contract found in Section IIB Specifications for the Activity and Section IIIA Unit Description.

# SECTION I: INSTRUCTIONS TO BIDDERS AND CONTRACT AWARD

## 1-01 Unit Inspection & Bid Preparation

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

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

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

## 1-03 Bid Submission is Offer to Contract

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

## 1-05 Bid Contents

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

## 1-07 Withdrawal of Bid

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

## 1-08 Rejection of Bids

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

## 1-09 Bid Deposit

A bid deposit of ONE THOUSAND DOLLARS (\$1,000) is required. This deposit assures the Department that the bidder will accept award of any items on which the bidder is the lowest responsible bidder. The bid deposit must be in the form of certified check made payable to the Washington State Department of Natural Resources and include a reference to the bid/contract number. The bid deposit must be delivered to the Department's Region Office with the delivery of the bid. The bid deposit of a bidder awarded the contract will be released when the performance/damage deposit has been approved, or the bid deposit may be converted to apply to part or all of the

required performance/damage deposits after contract award. Once all the bids are evaluated and the contract has been awarded, bid deposits will be returned to all unsuccessful bidders.

#### **1-10 Performance and Damage Deposit**

The bidder awarded the Contract (Contractor) agrees to furnish a performance and damage deposit of ten percent (10%) of the Contractor's total award established in the award letter. The deposit shall be in the form of certified check or cashier's check made payable to "Washington State Department of Natural Resources", irrevocable letter of credit, or a savings account assignment. This deposit guarantees performance of this Contract and payment of damages caused by operations during the performance of this Contract or resulting from Contractor's noncompliance with any contract provisions or the law. In the event the Department needs to utilize the deposit, Contractor shall replace the portion(s) by the due date indicated on the written notification from DNR.

#### **1-11 Lowest Responsible Bidder**

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

#### **1-12 Award Letter**

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

#### **1-13 Conditions on Award**

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

#### **1-14 Contract Modification or Cancellation**

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

## SECTION II-A: GENERAL PROVISIONS

### 2-01 Compliance with all Laws

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

### 2-02 Licenses and Permits

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

### 2-03 Indemnification and Hold Harmless

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

### 2-04 Insurance

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

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

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

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

Before using any rights granted herein, Contractor shall furnish the Department with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance

requirements specified above. Certificate(s) must reference the Contract number 1541 in the time required by Clause 1-13.

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

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

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

## **2-05 Safety Compliance**

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

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

## **2-06 Venue**

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

## **2-07 Dispute Resolution**

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

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

## **2-08 Subcontracting**

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

## **2-09 Nondiscrimination**

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

## **2-10 Contractor's noncompliance**

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

## **2-11 Pre-Work Conference**

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

## **2-12 Purpose of the Pre-Work Conference**

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

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

## **2-13 Work Delay**

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

## **2-14 Non-conformances with Work Schedule**

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

## **2-15 Work Days**

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

## **2-16 Breach of Contract**

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

## **2-17 Washington State Forest Fire Protection Requirements**

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

## **2-18 Fire Inspection**

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

## **2-19 Spark Arresters**

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

### **2-19.1 Extraordinary Slash Conditions**

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

## **2-20 Open Fires**

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

## **2-21 Prohibition from Removal of Merchantable Products**

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

## **2-22 Garbage**

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

## **2-23 Camping**

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

## Section II-B: Specifications for the Activity

### 2-24 Precedence between Sections

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

### 2-25 Boundaries

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

### 2-28 Leave Tree Selection

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

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

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

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

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

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

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

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

Priority 1. Free from visible infection.

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

Cut all trees exceeding the rating below:

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

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

## 2-34 Special Requirements

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

## 2-35 Trees to Be Cut

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

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

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

### **2-37 Mistletoe Control**

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

### **2-38 Progression of Daily Work**

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

### **2-39 Cut Trees**

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

### **2-40 Streams**

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

### **2-41 Fences and Improvements**

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

## **2-42 Order of Selection of Leave Trees**

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

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

## **2-47 Contractor shall furnish:**

The Contractor shall provide:

- A. All Workers meeting the minimum crew size identified in Section III- Unit Description and discussed at the Pre-Work Conference;
- B. Adequate crew supervision, including at least one qualified, English speaking foreperson per ten (12) person crew, unless otherwise allowed by the Compliance Forester. The foreperson must have one season (at least three (3) months) of Pre-Commercial Thinning experience. Documentation of a foreperson's experience shall be provided to the Department upon request; and
- C. Specific tool requirements are detailed in Section III-Unit Description.
- D. All safety equipment.
- E. All costs of operation and maintenance not specifically furnished by the Department under 1-01 above shall be borne by the Contractor.
- F. All equipment and supplies for mechanical treatment.

## **2-55 Department shall furnish:**

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

## **2-58 Buffer Zone**

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

On certain units designated in the Unit Description Table, a buffer zone along certain roadways will be required for fire protection purposes. No trees will be cut in the buffer zone. Buffer zones will be shown on the unit map, when required, and will be either fifty (50) feet or one

hundred (100) feet wide as specified in the Unit Description Table. Inasmuch as buffer zones are located along clearly defined roadways, no special markings will be provided on the ground. The Contractor is to measure out the correct width from the tree line at the edge of the road. Measurements are to be taken at right angles to the roadway and measured along the surface of the ground.

**2-61 Determination of Payment**

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

- A. The flagging, cutting lines, roads, etc., designated as boundaries on the Unit Description Table attached; provide the basis for determining acreage satisfactorily completed. Failure to complete work to boundaries established by the Department renders work unsatisfactorily completed. The Contractor is to take the initiative in determining whether boundaries are sufficiently marked. No consideration will be given for work that extends beyond unit boundaries by error. If work extends beyond unit boundaries, charges may be levied against the Contractor by the Department for damages suffered, or other parties suffering damages.

**2-62 Determination of Satisfactorily Completed Work**

Satisfactorily completed work will be determined using the following criteria:

- A. Circular plots 1/50th acre (16.7 foot radius, horizontal distance) will be established by the Department to check contract specifications compliance and as a basis for determining satisfactory quality.
- B. A minimum of two (2) plots for each five (5) acres accomplished.
- C. Acceptable spacing and number of trees per acre as specified in the Unit Description Table for the unit is based on the following Per Acre Zone of Acceptance:

PER ACRE ZONE OF ACCEPTANCE

<u>Spacing</u>	<u>Number of Crop Trees</u>		
	<u>Minimum</u>	<u>Average</u>	<u>Maximum</u>
11' x 11'	330	360	380
12' x 12'	273	303	320
13' x 13'	228	258	278
14' x 14'	192	222	242
15' x 15'	164	194	214
16' x 16'	140	170	190
17' x 17'	121	151	171
18' x 18'	104	134	154

19' x 19'	100	121	140
20' x 20'	90	109	120

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

**2-71 Unsatisfactory Work Compliance**

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

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

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

- C. If undercutting occurs according to the contract specification, payment will be withheld on the unsatisfactory unit(s). The Contractor shall return at no additional expense to the Department, and re-treat unsatisfactory unit(s) or parts thereof. In the event the contract is terminated for unsatisfactory performance, payment will be made as set forth in paragraph 2-76 below for work satisfactorily completed.

- D. All undercutting work must be corrected to the satisfaction of the Department Representative before work may be performed in any other portion of the unit or other units.

## **2-76 Payment shall be made as follows:**

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

## **2-78 Partial payment**

Partial payment may be made upon completion of part of a unit as determined by the Department. Request for partial payment is to be made by the Contractor utilizing the Contractor's Billing Invoice and Compliance Report provided by the Department. The Contractor or contract representative identified during pre-work conference (clause 2-11) shall sign the Contractor's Billing Invoice and Compliance Report after completion of each such "sub-unit" being submitted for payment. The Department Representative will then make payment recommendations for the invoice and forward the Contractor's Billing Invoice and Compliance Report to the Department's Region office for processing.

- A. Contractor or contract representative and the Department Representative shall sign the Contractor's Billing Invoice and Compliance Report form at the conclusion of work on each unit. Final payment will not be made to the Contractor unless the Contractor's Billing Invoice and Compliance Report form are signed by the Contractor or contract representative and the Department Representative, and "final" payment is designated thereon.
- B. If a unit's contract acreage is disputed the Contractor may upon completion of the unit request a verification traverse by the Department; the request must be in writing and signed by the Contractor. The Department will pay the Contractor based on acres determined from the verification traverse. If the verification traverse indicates the net acres specified in the Unit Description are correct within plus or minus five percent (5%) the Contractor shall pay the cost of the verification traverse at a rate of ten dollars (\$10.00) per one hundred (100) feet of traversed boundary.
- C. Ten percent (10%) of all payments due Contractors who employ workers shall be retained by DNR as security for L&I industrial insurance premiums owed for their workers. Upon determination that the Contractor has met all financial obligations for industrial insurance premiums related to the Item(s) of this Contract, the 10% retainage will be returned to the Contractor. DNR will return this retainage approximately 45 days following close of the quarter in which the work was completed. However, if the Contractor notifies DNR in writing that they have paid all L&I premiums associated with the Item(s) of this Contract, DNR will, upon determination that the Contractor has met all financial obligations for industrial insurance premiums related to the Item(s) of this Contract, work diligently to return the retainage as soon as practical.

## 2-82 Liquidated damages

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

### Schedule of Liquidated Damages

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

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

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

Section IIA - Unit Descriptions

							General Information			
UNIT NUMBER	TRUST	LEGAL	FMU NAME	ACRES	UNIT SPECIFIC SPECIAL REQUIREMENTS	FIRE ZONE	ELEVATION (feet)	COMMENTS		
NW-01	03	T40N R05E S12	CAN-A-DO	34	11 X 11 Spacing	656	1110-1710	WILDLIFE TIMING RESTRICTIONS (SEE BELOW)		
NW-02	03	T40N R05E S19	HOGANS TOP	100	11 x 11 Spacing	656	1127-2089			
NW-03	01	T38N R04E S36	THE GATE 1A	38	11 x 11 Spacing	656	637-1275	WILDLIFE TIMING RESTRICTIONS (SEE BELOW)		
NW-04	01, 03, 07	T38N R04E S36	THE GATE 1B	38	11 x 11 Spacing	656	1121-1916	WILDLIFE TIMING RESTRICTIONS (SEE BELOW)		
NW-05	01, 09	T38N R04E S36	THE GATE 2	45	11 x 11 Spacing	656	737-1796	WILDLIFE TIMING RESTRICTIONS (SEE BELOW)		
NW-06	01, 09	T38N R04E S36	TURK II U2	13	11 x 11 Spacing	656	2150-2412			
NW-07	01, 03	T37N R04E S36 T36N R04E S01	CARRIES AERIAL	34	11 x 11 Spacing	656	1766-2303			
NW-08	01	T36N R06E S26, 27, 34, 35	SALTY DOG	62	11 x 11 Spacing	658	1676-2445			
NW-09	01, 04	T33N R06E S24	DEVILS FORK U1	86	11 x 11 Spacing	658	1191-1368	WILDLIFE TIMING RESTRICTIONS (SEE BELOW)		
NW-10	01, 04, 08	T33N R05E S24, 25	BLACK CROWS U2	76	11 x 11 Spacing	656	740-1380			
NW-11	03	T32N R09E S16	LORD FRED 3	6	11 x 11 Spacing	656	538-606			
NW-12	01	T32E R09E S16	PROCCIRCUIT 1E	2	11 x 11 Spacing	658	515-515			
NW-13	07	T32N R06E S36	FATTLE	36	11 x 11 Spacing	658	455-765			
NW-14	01	T31N R06E S13	TOMBSTONE	15	11 x 11 Spacing	658	1723-1889			
NW-15	01	T29N R07E S02, 11	BEAVERECHO U3	57	11 x 11 Spacing	656	531-755			
NW-16	01, 04	T29N R08E S29, 30	FEED BACK	98	11 x 11 Spacing	658	1262-1584			
NW-17	01	T28N R07E S11	LOST ON LINE 1	48	11 x 11 Spacing	656	719-826			
				Total Acres for Item	788					

Contract period: March 2, 2015 to June 19, 2015

**SPECIAL REQUIREMENTS FOR ALL UNITS:**

1. Remove all slash from below the high water mark of all water bodies, whether water is present or not.
2. Remove slashing debris from all roads, cut-slopes, and ditches concurrent with operations.
3. Minimum crew size is: 12

**WILDLIFE TIMING RESTRICTIONS:** No chainsaw operations April 1 to August 31st from 1 hour before official sunrise to 2 hours after official sunset and from 1 hour before official sunset to 1 hour after official sunset.

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

# UNIT MAP

## PCT

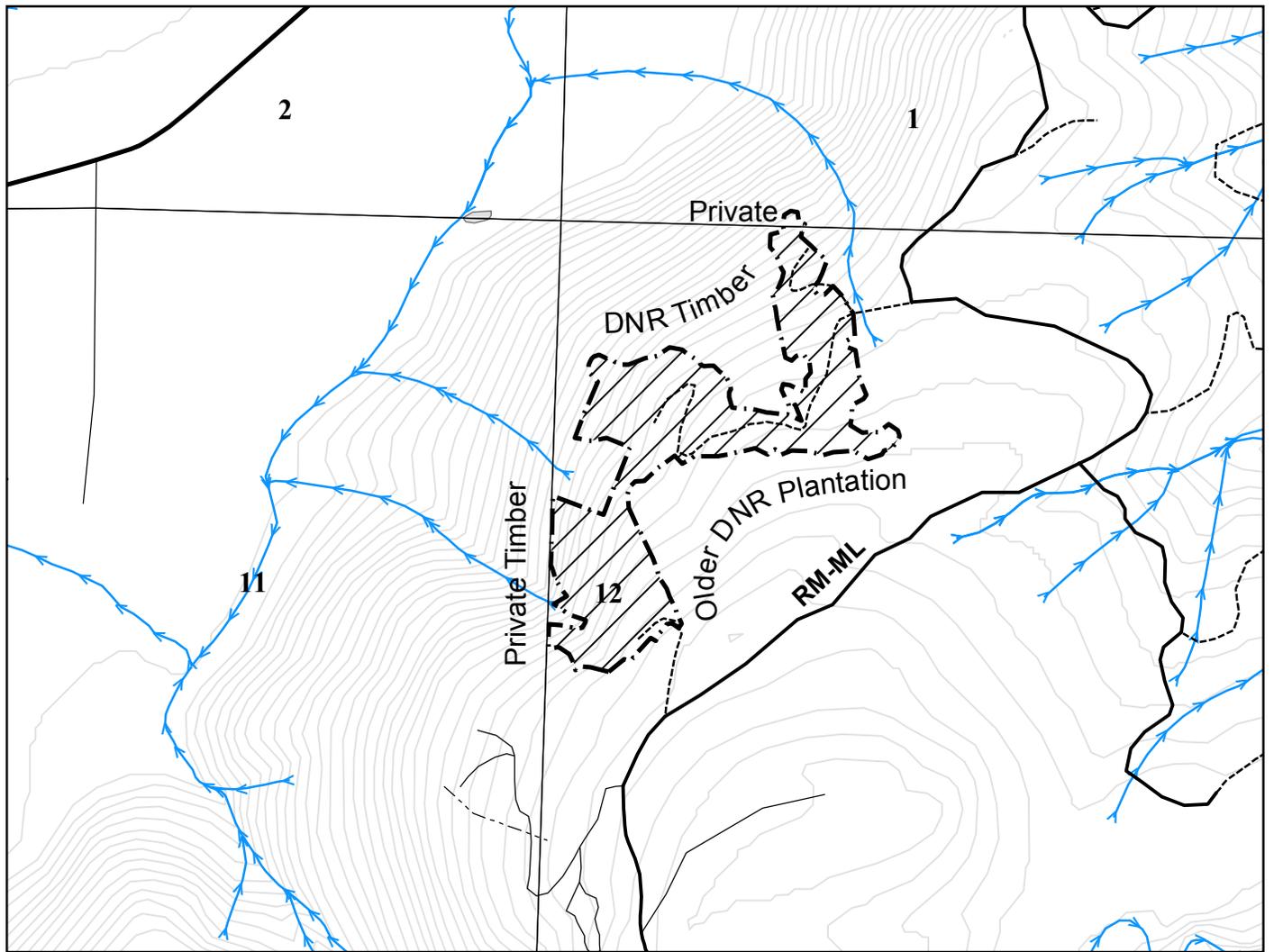
Invitation to Bid No. 1541

Unit No. NW-01

UNIT NAME: CAN-A-DO  
 FMU ID: 22128  
 TRUST: 03  
 ACRES: 34

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

LEGAL: T40N R05E S12  
 ELEVATION: 1110-1710  
 FIRE SHUTDOWN ZONE: 656



Directions: From Sedro-Woolley travel north on HWY-9 for 22.0 miles. Turn right onto HWY 542 and head northeast for 8.3 miles. In Kendall at the junction with HWY-547, turn right to continue on HWY-542 for 1.8 miles. Turn left onto RM-ML (K-1000) and travel north for 5.5 miles to abandoned road RM-56 on the left. Continue on foot for 421ft to unit. Alternately, the southern portion of the unit can be reached by traveling south along the RM-ML from the RM-56 junction for 0.94 miles to the junction with RM-47 on the right. Continuing on foot along RM-47 for 660 feet will bring you to the southern portion of the unit.

# UNIT MAP

## PCT

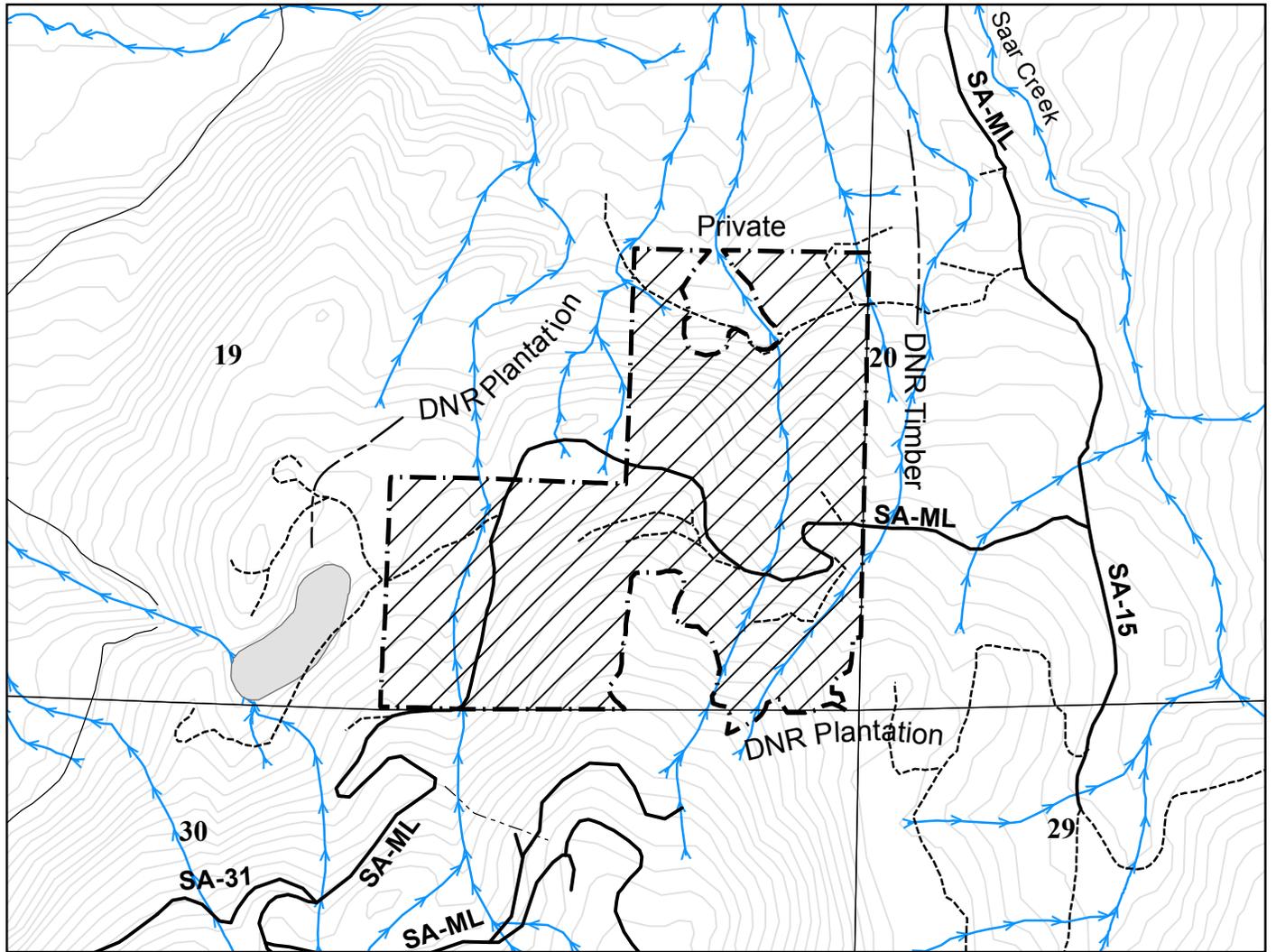
Invitation to Bid No. 1541

Unit No. NW-02

UNIT NAME: HOGANS TOP  
FMU ID: 25289  
TRUST: 03  
ACRES: 100

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

LEGAL: T40N R05E S19  
ELEVATION: 1127-2089  
FIRE SHUTDOWN ZONE: 656



Directions: From Kendall, travel north 4.0 miles on Kendall Rd. (HWY-547) to South Pass Rd. Turn left onto South Pass Rd. and travel 1.6 miles to Paradise Valley Rd. Turn left onto Paradise Valley Rd. and continue straight on the SA-ML 1.5 miles to an intersection. Turn right to stay on the SA-ML continuing .40 miles to the unit.

# UNIT MAP

## PCT

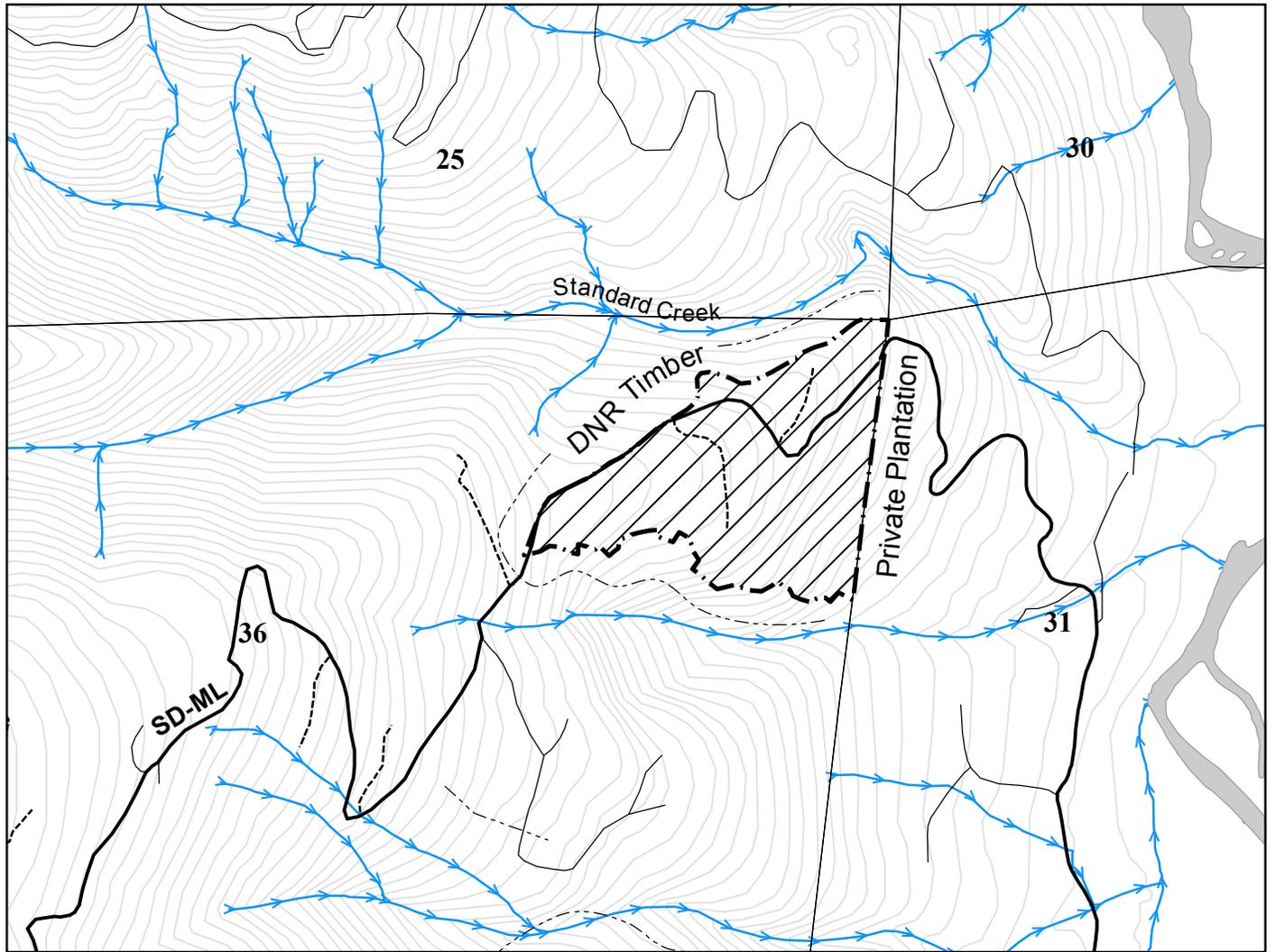
Invitation to Bid No. 1541

Unit No. NW-03

UNIT NAME: THE GATE 1A  
 FMU ID: 22437  
 TRUST: 01  
 ACRES: 38

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

LEGAL: T38N R04E S36  
 ELEVATION: 637-1275  
 FIRE SHUTDOWN ZONE: 656



Directions: From the Jct of Hwy 9 and Hwy 20 in Sedro Woolley travel north on Hwy 9, 15.0 miles and turn left onto Turkington Rd. Travel 1.6 miles and pass through the gate onto the SD-ML. Travel on the SD-ML 1.0 mile to the unit.

# UNIT MAP

## PCT

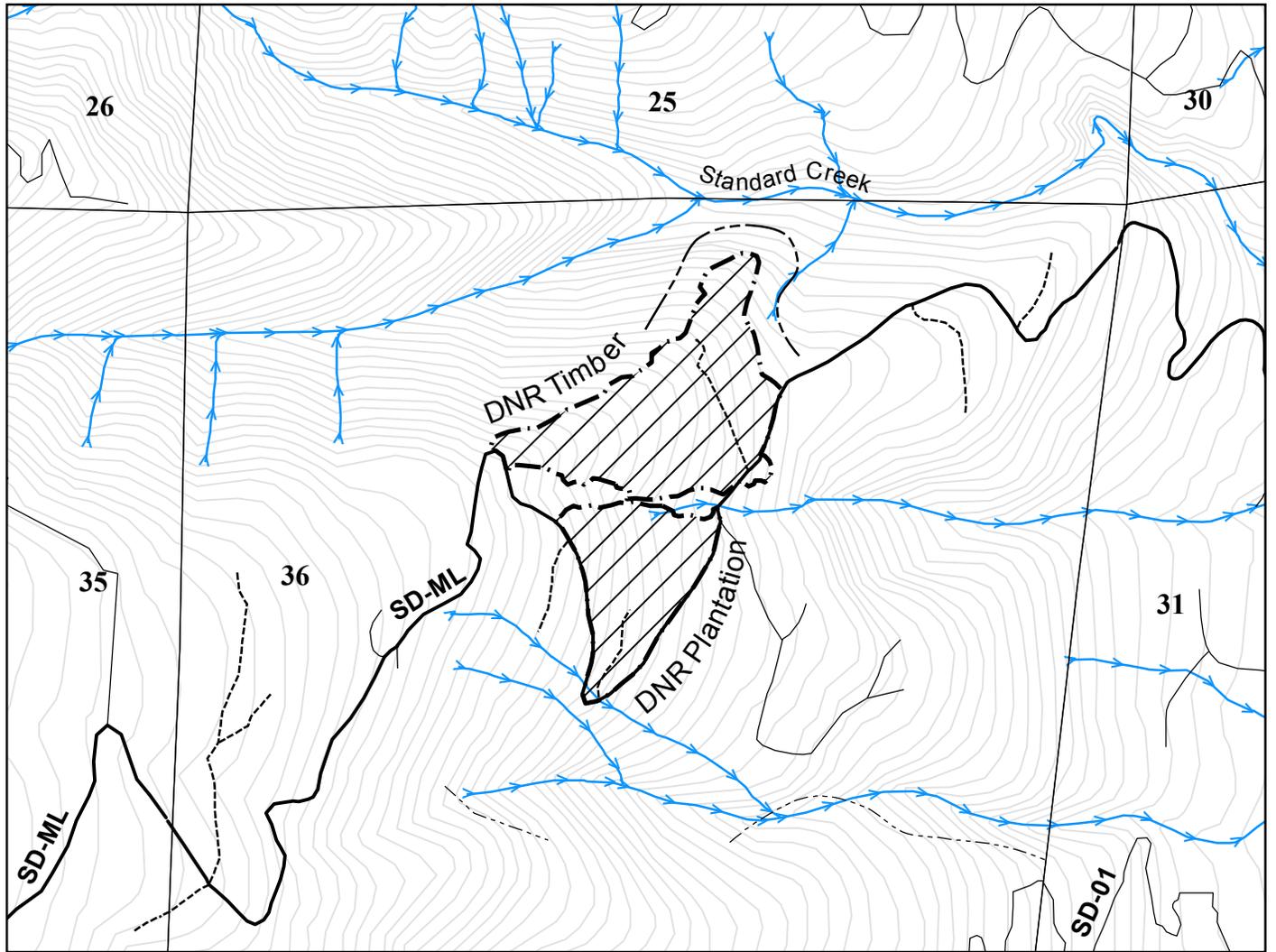
Invitation to Bid No. 1541

Unit No. NW-04

UNIT NAME: THE GATE 1B  
 FMU ID: 22438  
 TRUST: 01, 03, 07  
 ACRES: 38

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

LEGAL: T38N R04E S36  
 ELEVATION: 1121-1916  
 FIRE SHUTDOWN ZONE: 656



Directions: From the Jct of Hwy 9 and Hwy 20 in Sedro Woolley travel north on Hwy 9, 15.0 miles and turn left onto Turkington Rd. Travel 1.6 miles and pass through the gate onto the SD-ML. Travel on the SD-ML 2.0 miles to the unit.

# UNIT MAP

## PCT

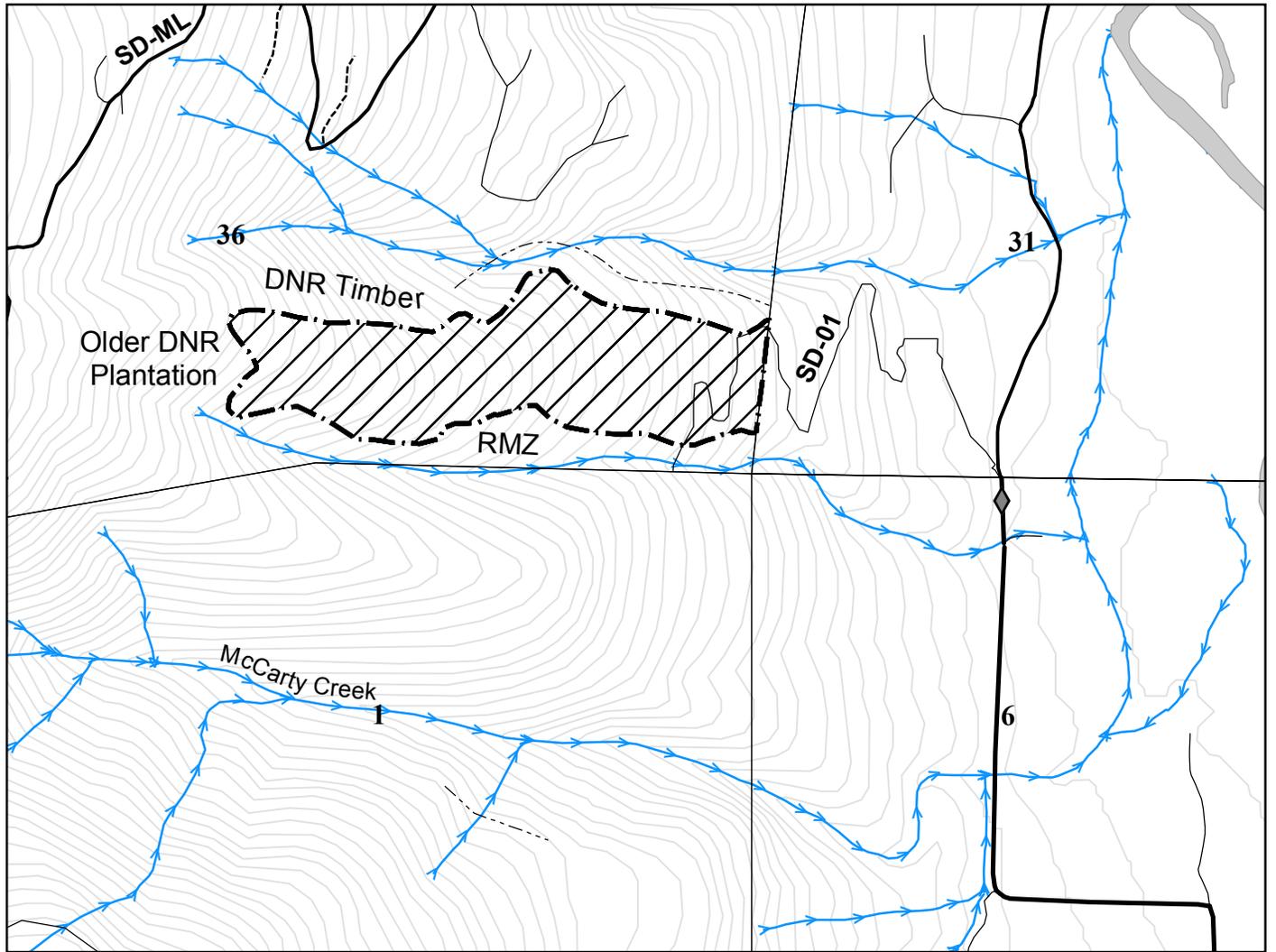
Invitation to Bid No. 1541

Unit No. NW-05

UNIT NAME: THE GATE 2  
 FMU ID: 22439  
 TRUST: 01, 09  
 ACRES: 45

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

LEGAL: T38N R04E S36  
 ELEVATION: 737-1796  
 FIRE SHUTDOWN ZONE: 656



Directions: From the junction of HWY-20 and HWY-9 in Sedro-Woolley, travel 15.0 miles north on SR-9 to Turkington Rd. Turn left on Turkington Rd. and travel 1.7 miles to gate and junction with SD-ML. Travel north on SD-ML for 160ft to first left onto SD-01. Travel on SD-01 for 0.75 miles to the unit.

**\*\*The SD-01 is a private road and may be of poor condition\*\***

# UNIT MAP

## PCT

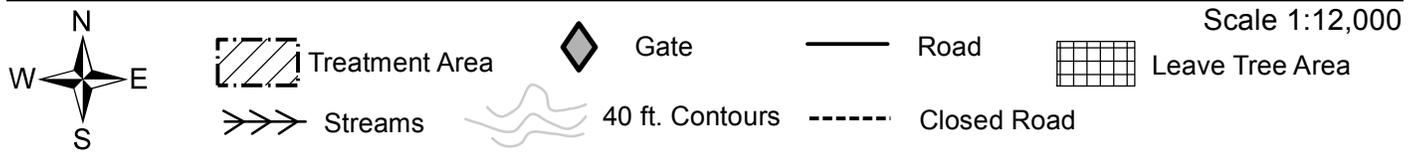
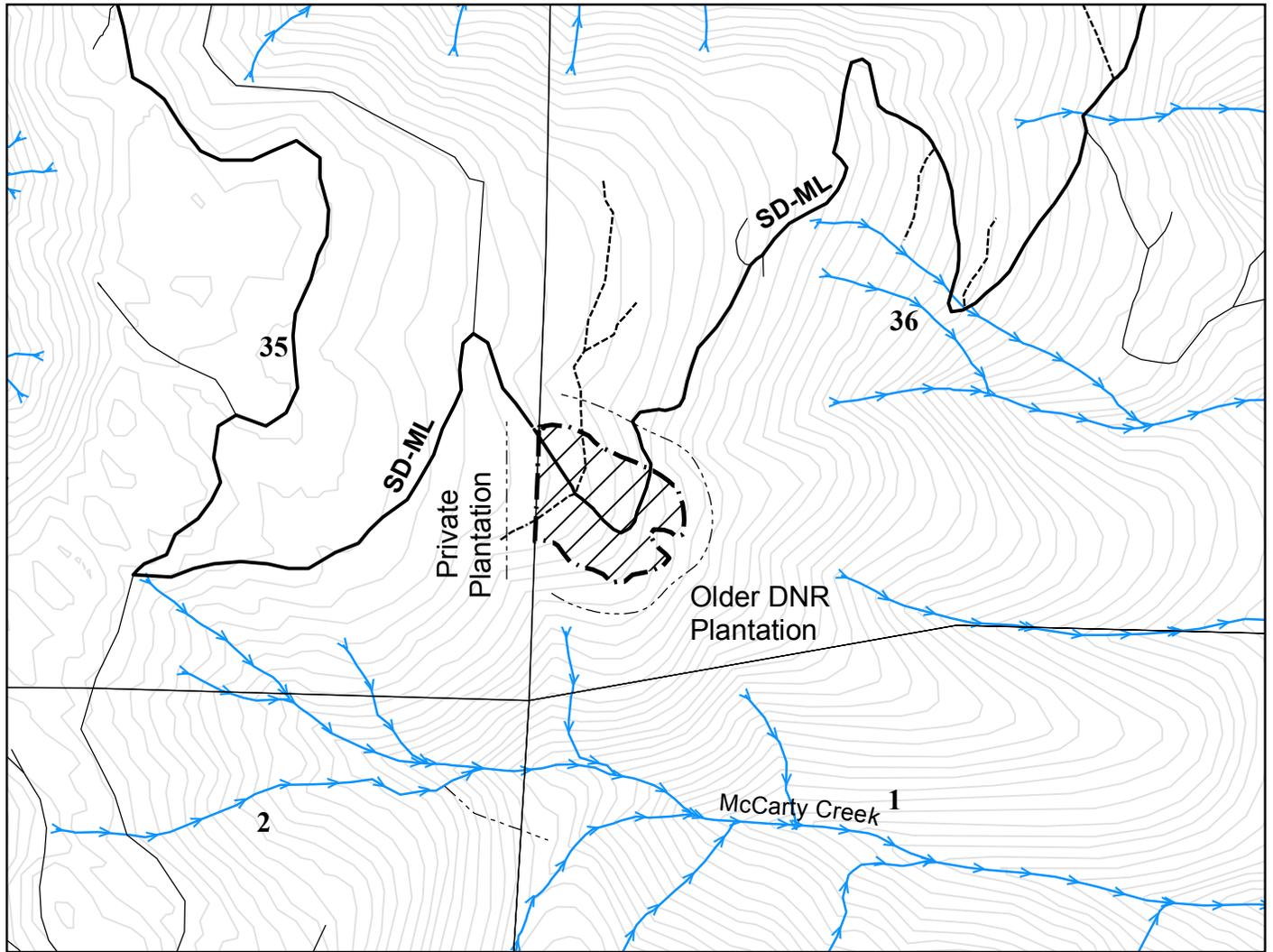
Invitation to Bid No. 1541

Unit No. NW-06

UNIT NAME: TURK II U2  
 FMU ID: 12498  
 TRUST: 01-3ac 09-10ac  
 ACRES: 13

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

LEGAL: T38N R04E S36  
 ELEVATION: 2150-2412  
 FIRE SHUTDOWN ZONE: 656



Directions: From the junction of HWY-20 and HWY-9 in Sedro-Woolley, travel 15.0 miles north on SR-9 to Turkington Rd. Turn left on Turkington Rd. and travel 1.7 miles to gate and junction with SD-ML. Travel north on SD-ML for 3.0 miles to the unit.

# UNIT MAP

## PCT

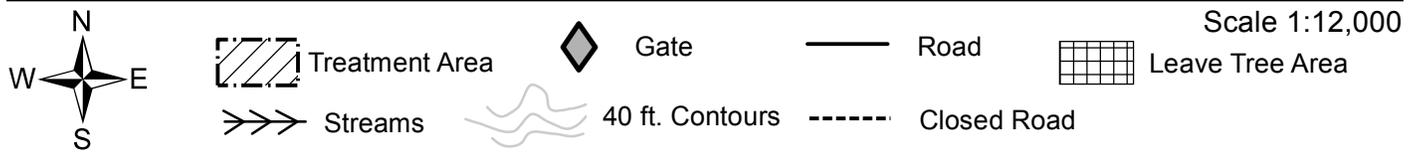
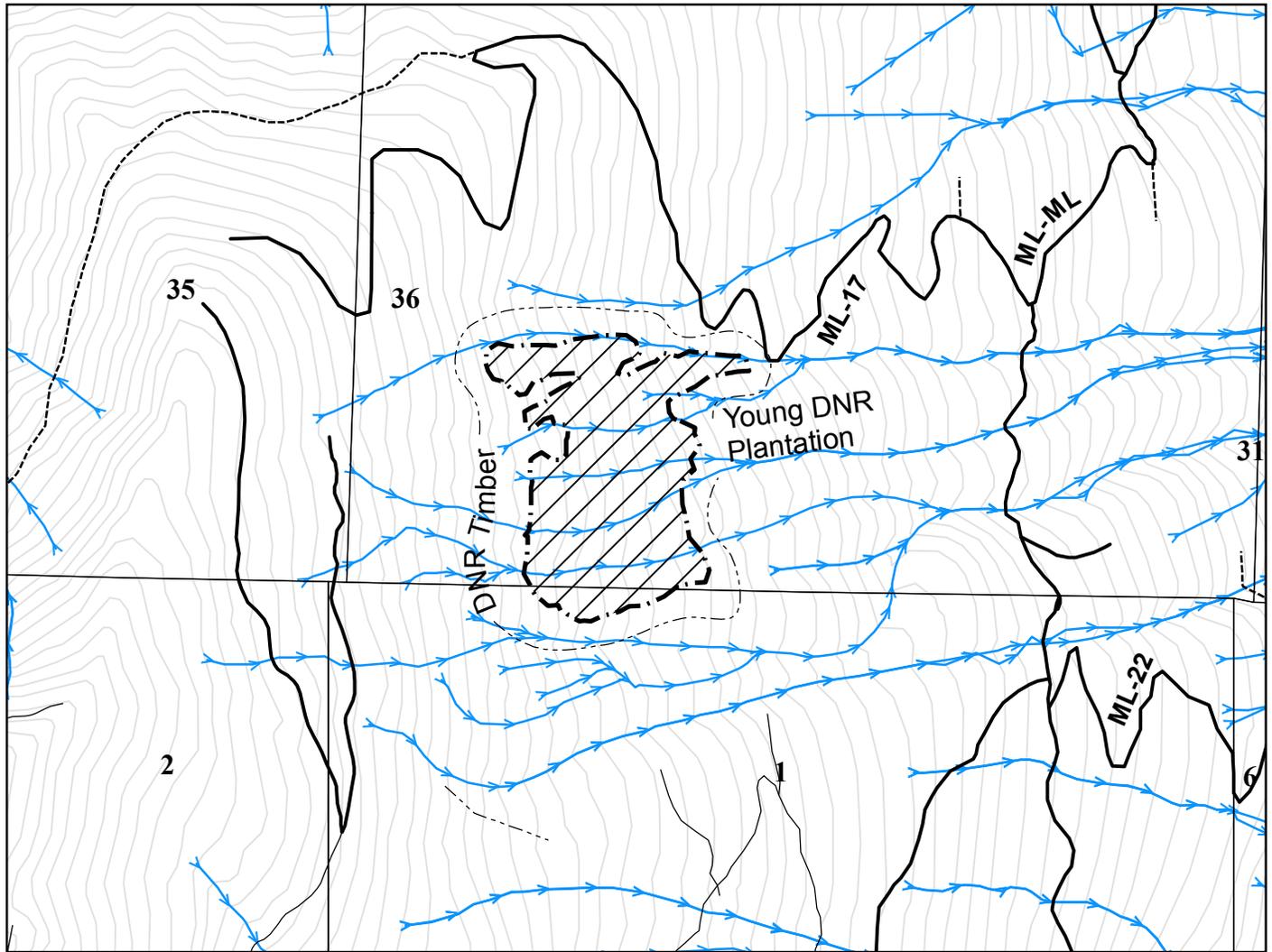
Invitation to Bid No. 1541

Unit No. NW-07

UNIT NAME: CARRIES AERIAL  
 FMU ID: 15773  
 TRUST: 01, 03  
 ACRES: 34

REGION: NORTHWEST  
 DISTRICT: BAKER  
 LOCAL: HAMILTON  
 COUNTY: SKAGIT/WHATCOM

LEGAL: T37N R04E S36  
 T36N R04E S01  
 ELEVATION: 1766-2303  
 FIRE SHUTDOWN ZONE: 656



Directions: From the junction of HWY-20 and HWY-9 in Sedro-Woolley, travel 10.4 miles north on SR-9 to ML-ML on the left. Travel on ML-ML for 1.75 miles to a right turn on ML-17. Follow ML-17 0.5 miles. This unit requires a walk-in off of ML-17 at the 0.5 mile mark. On foot travel south-southwest 100ft to the northeast portion of the unit.

# UNIT MAP

PCT

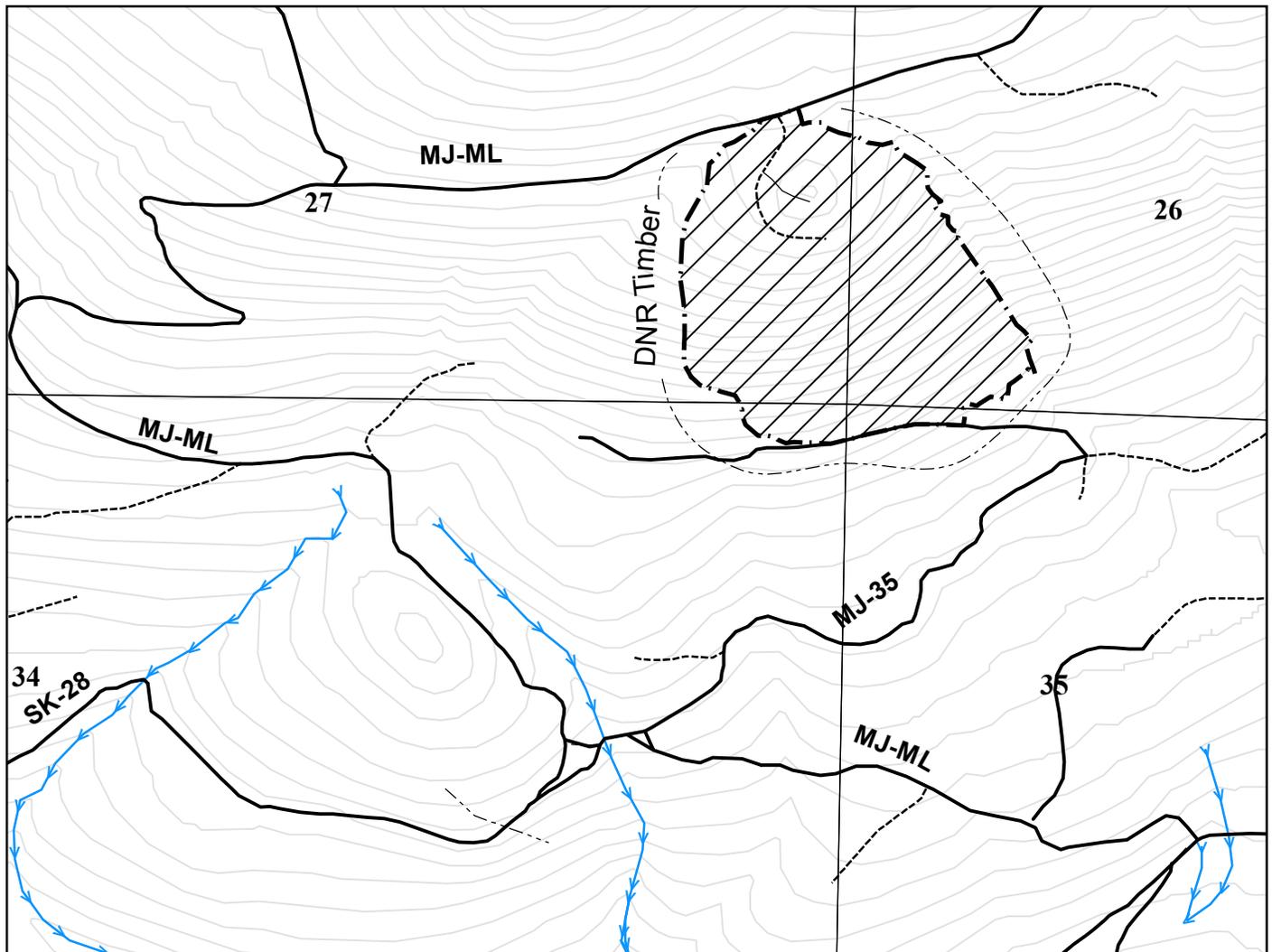
Invitation to Bid No. 1541

Unit No. NW-08

UNIT NAME: SALTY DOG  
 FMU ID: 14873  
 TRUST: 01  
 ACRES: 62

REGION: NORTHWEST  
 DISTRICT: BAKER  
 LOCAL: HAMILTON  
 COUNTY: SKAGIT

LEGAL: T36N R06E S26, 27, 34, 35  
 ELEVATION: 1676-2445  
 FIRE SHUTDOWN ZONE: 658



Directions: From the junction of HWY-20 and HWY-9 in Sedro-Woolley, travel 10 miles east on HWY-20 and turn left on Cabin Creek Rd. Travel 0.3 mile and turn right on Hamilton Cemetery Rd. Travel 0.4 miles and turn left on Medford Rd. Travel 1.1 miles and turn left on MJ-ML. Continue on MJ-ML at 0.1 mile stay to the right and travel 3.2 miles to junction with MJ-35. Turn right and travel on MJ-35 for 0.85 miles to the southern portion of the unit.

# UNIT MAP

## PCT

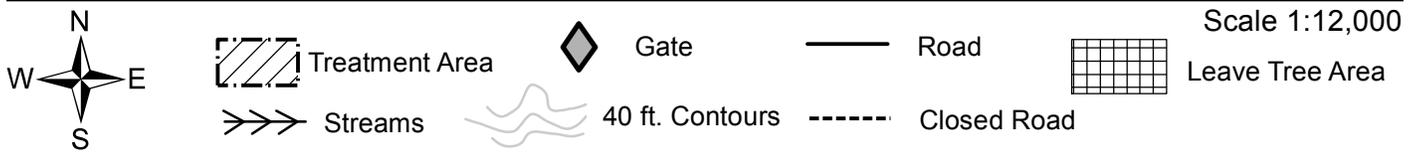
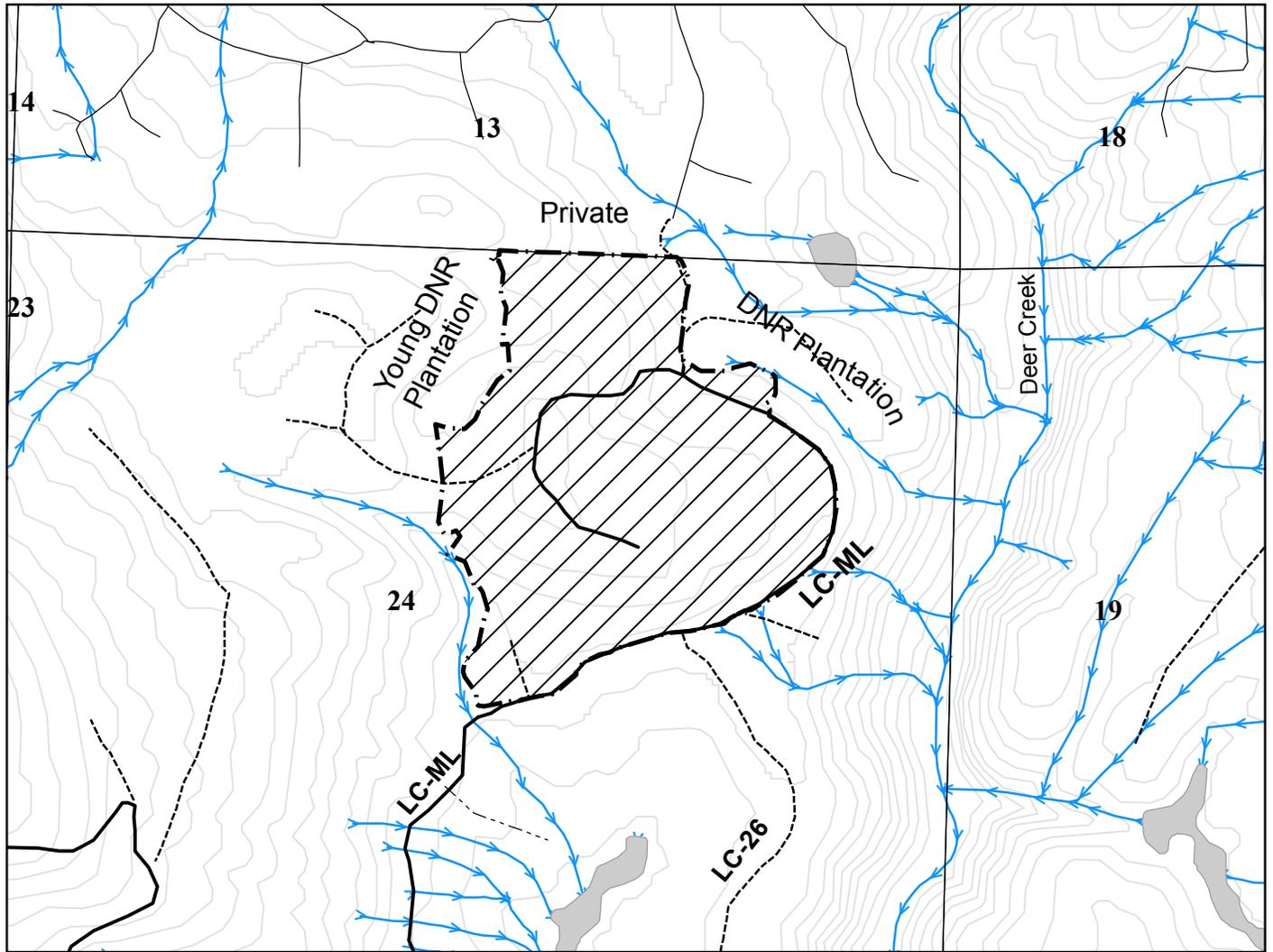
Invitation to Bid No. 1541

Unit No. NW-09

UNIT NAME: DEVILS FORK U1  
 FMU ID: 11801  
 TRUST: 01, 04  
 ACRES: 86

REGION: NORTHWEST  
 DISTRICT: CLEAR LAKE  
 LOCAL: CLEAR LAKE  
 COUNTY: SKAGIT

LEGAL: T33N R06E S24  
 ELEVATION: 1191-1368  
 FIRE SHUTDOWN ZONE: 658



Directions: From Sedro-Woolley travel south along HWY-9 for 11 miles. Turn left onto Lake Cavanaugh Road and travel 10.2 miles and to a right turn onto South Shore Drive. Continue along South Shore Drive for 4.4 miles (past Deer Creek Rd.) to LC-ML on the right. Travel along LC-ML for 2.5 miles to the southern portion of the unit.

# UNIT MAP

## PCT

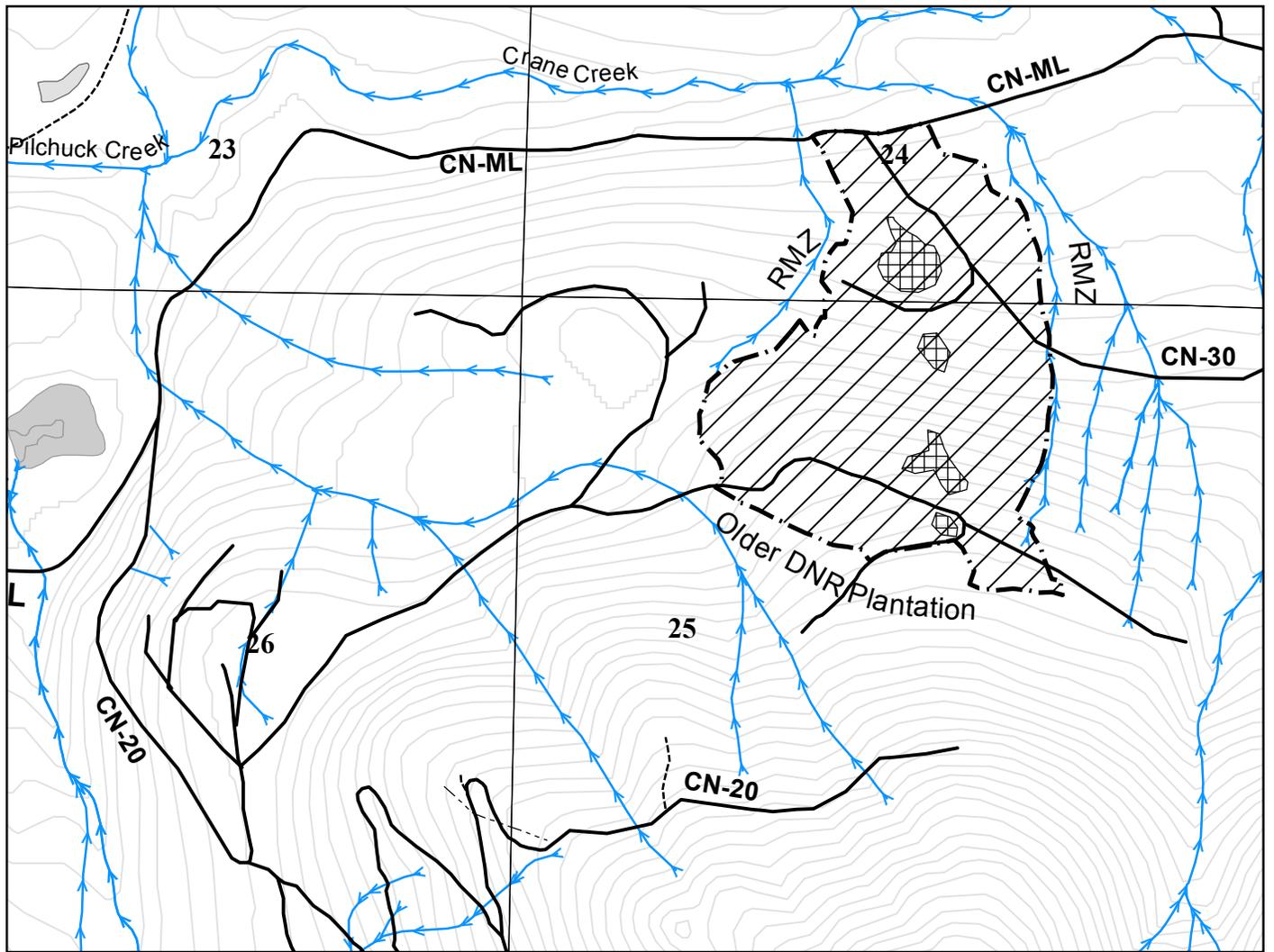
Invitation to Bid No. 1541

Unit No. NW-10

UNIT NAME: BLACK CROWS U2  
 FMU ID: 28448  
 TRUST: 01, 04, 08  
 ACRES: 76

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

LEGAL: T33N R05E S24, 25  
 ELEVATION: 740-1380  
 FIRE SHUTDOWN ZONE: 656



Directions: From Arlington travel 5.5 miles north on Hwy-9 to Granstrom Road. Turn right onto Granstrom Road and travel 4.4 miles to a turn off on the right side of the road that leads to the Crane Creek Gate (CN-ML). From the gate drive 0.8 miles to a second gate (at Pilchuck creek). Continue along the CN-ML, staying left for 2.0 miles to the unit on the right.

# UNIT MAP

## PCT

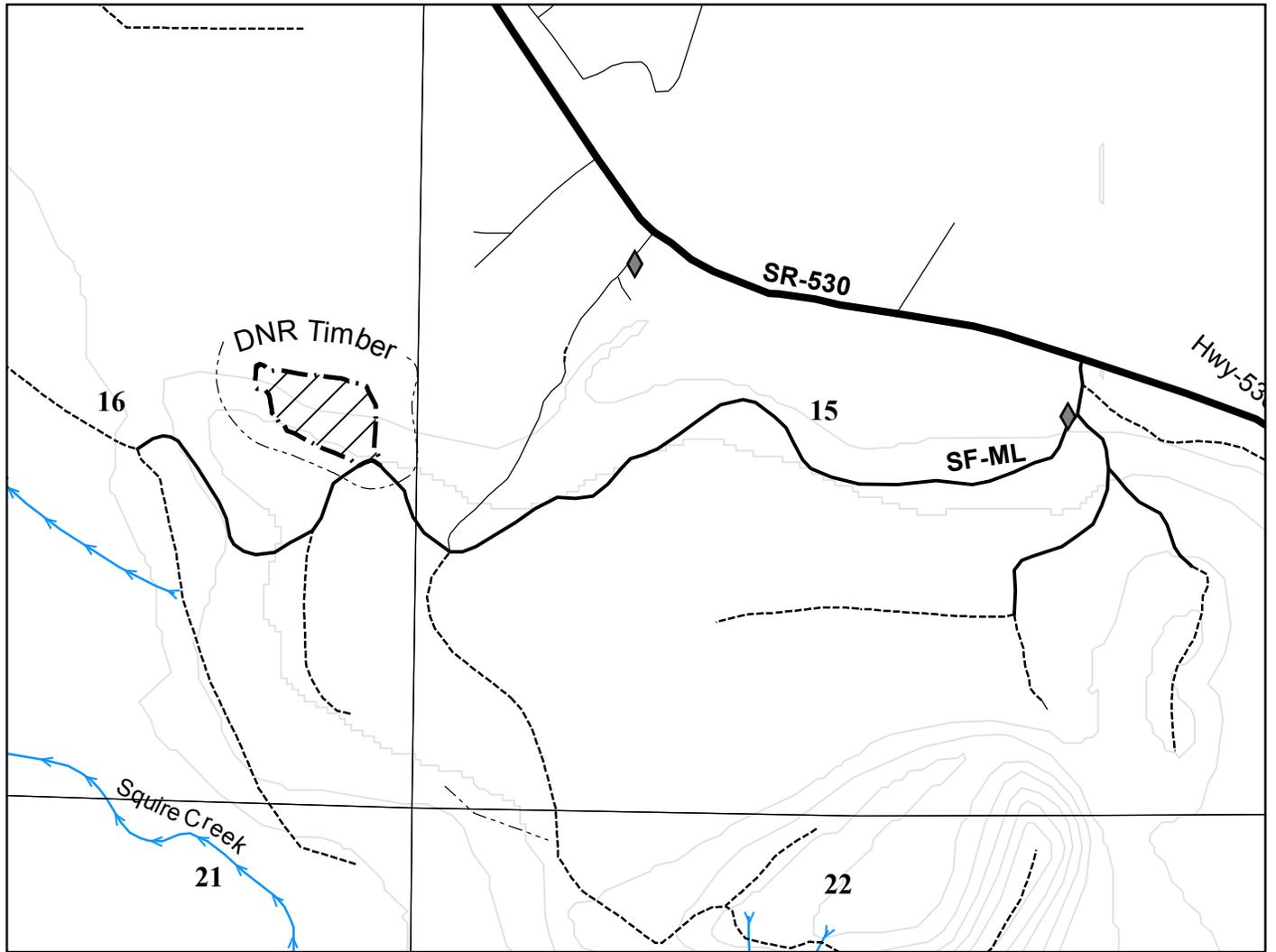
Invitation to Bid No. 1541

Unit No. NW-11

UNIT NAME: LORD FRED 3  
 FMU ID: 16960  
 TRUST: 03  
 ACRES: 6

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

LEGAL: T32N R09E S16  
 ELEVATION: 538-606  
 FIRE SHUTDOWN ZONE: 656



Scale 1:12,000



Directions: From Darrington travel west along HWY-530 for 1.3 miles. Turn left onto SF-ML and continue south-southwest for 1 mile. The unit will be on the right.

# UNIT MAP

## PCT

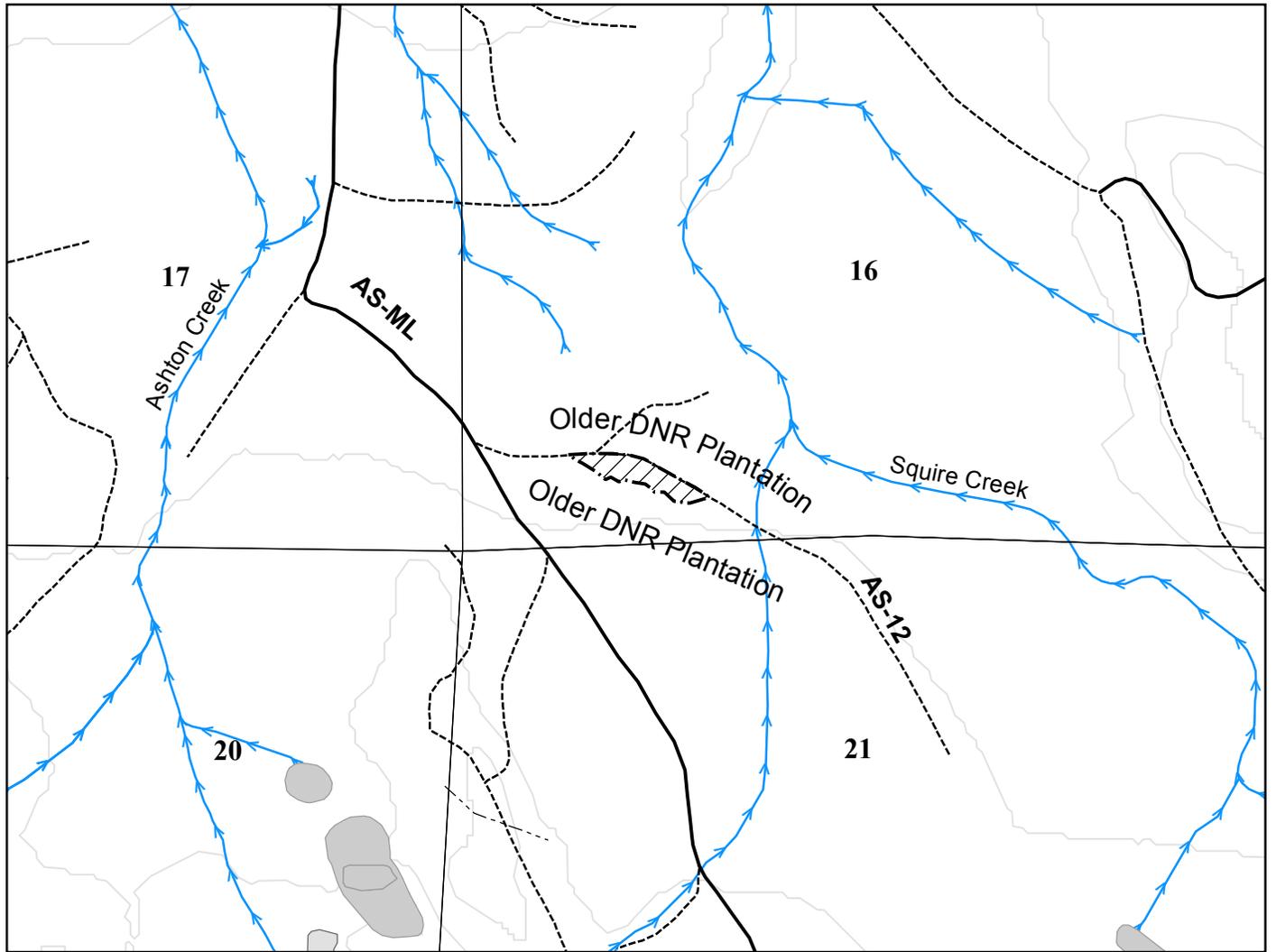
Invitation to Bid No. 1541

Unit No. NW-12

UNIT NAME: PROCIRCUIT 1E  
 FMU ID: 32352  
 TRUST: 01  
 ACRES: 2

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

LEGAL: T32N R09E S16  
 ELEVATION: 515-515  
 FIRE SHUTDOWN ZONE: 658



Scale 1:12,000



Directions: From Darrington travel west along HWY-530 for 3.7 miles. Turn left onto AS-ML. Continue along AS-ML for 1.2 miles to abandoned road, AS-12. Travel on foot along AS-12 for 700ft the unit.

# UNIT MAP

## PCT

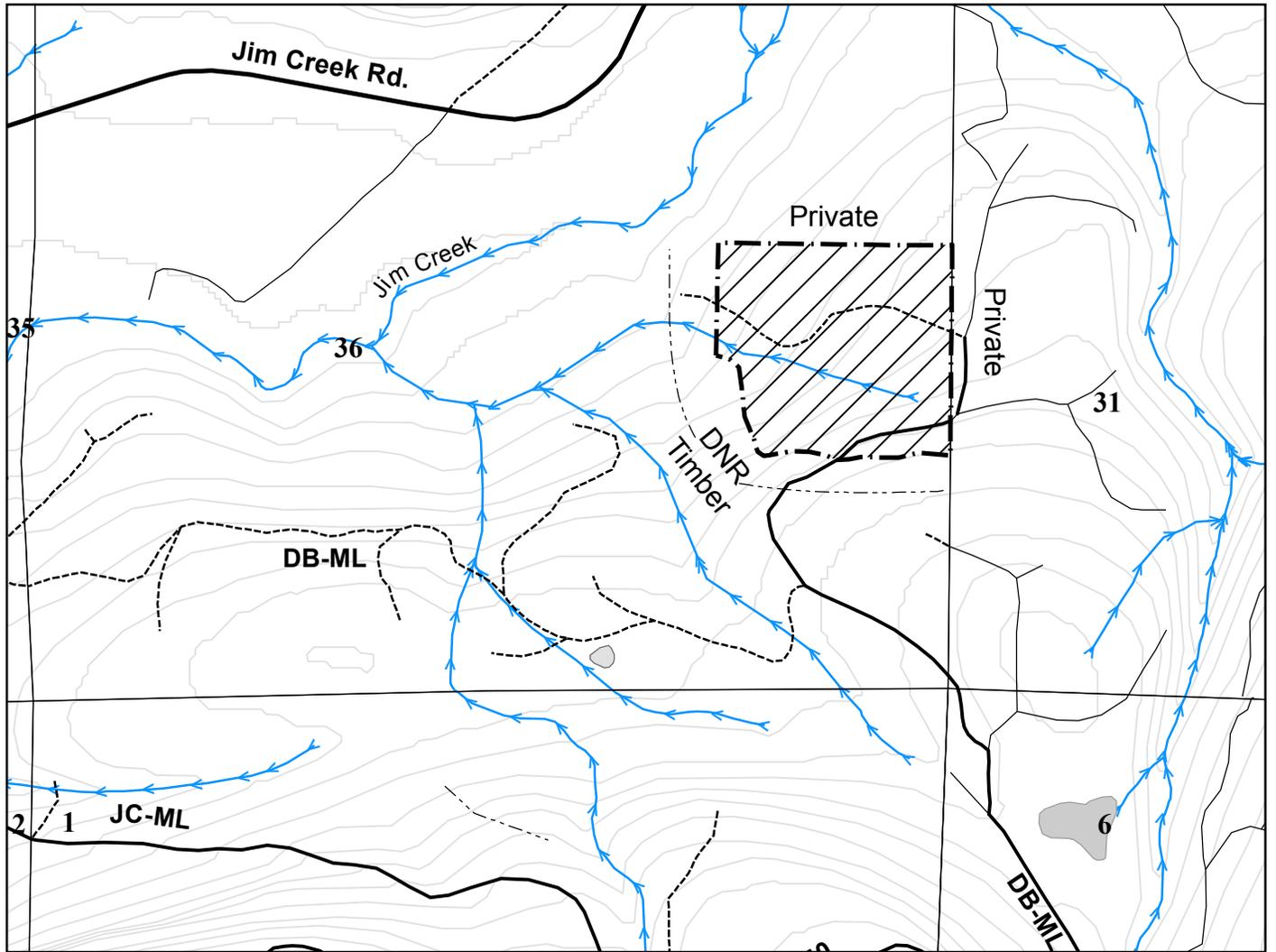
Invitation to Bid No. 1541

Unit No. NW-13

UNIT NAME: FATTLE  
 FMU ID: 34187  
 TRUST: 07  
 ACRES: 36

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

LEGAL: T32N R06E S36  
 ELEVATION: 455-765  
 FIRE SHUTDOWN ZONE: 658



Scale 1:12,000



Directions: From Arlington at the SR-9/HWY-530 junction, head east for 1.1 miles to turn right on Arlington Heights Rd. Continue east for 3.0 miles to 123rd Ave. NE. Turn right on 123rd Ave. NE and travel south for 1.0 miles, to a left turn on 212th St. NE. Stay on 212th St. NE for 0.25 miles to a right turn on 127th Ave. NE. Continue for 0.25 miles and follow a left curve onto 208th St. NE. Continue on 208th St. NE for 0.75 miles to gate, and beginning of JC-ML. Travel on JC-ML for 4.5 miles and turn left on JC-50. Stay on JC-50 until roads end, where it joins DB-ML. Turn left onto DB-ML and travel north for 1.4 miles. Turn left onto abandoned road DB-121, continue on foot for 100 feet to the unit.

# UNIT MAP

## PCT

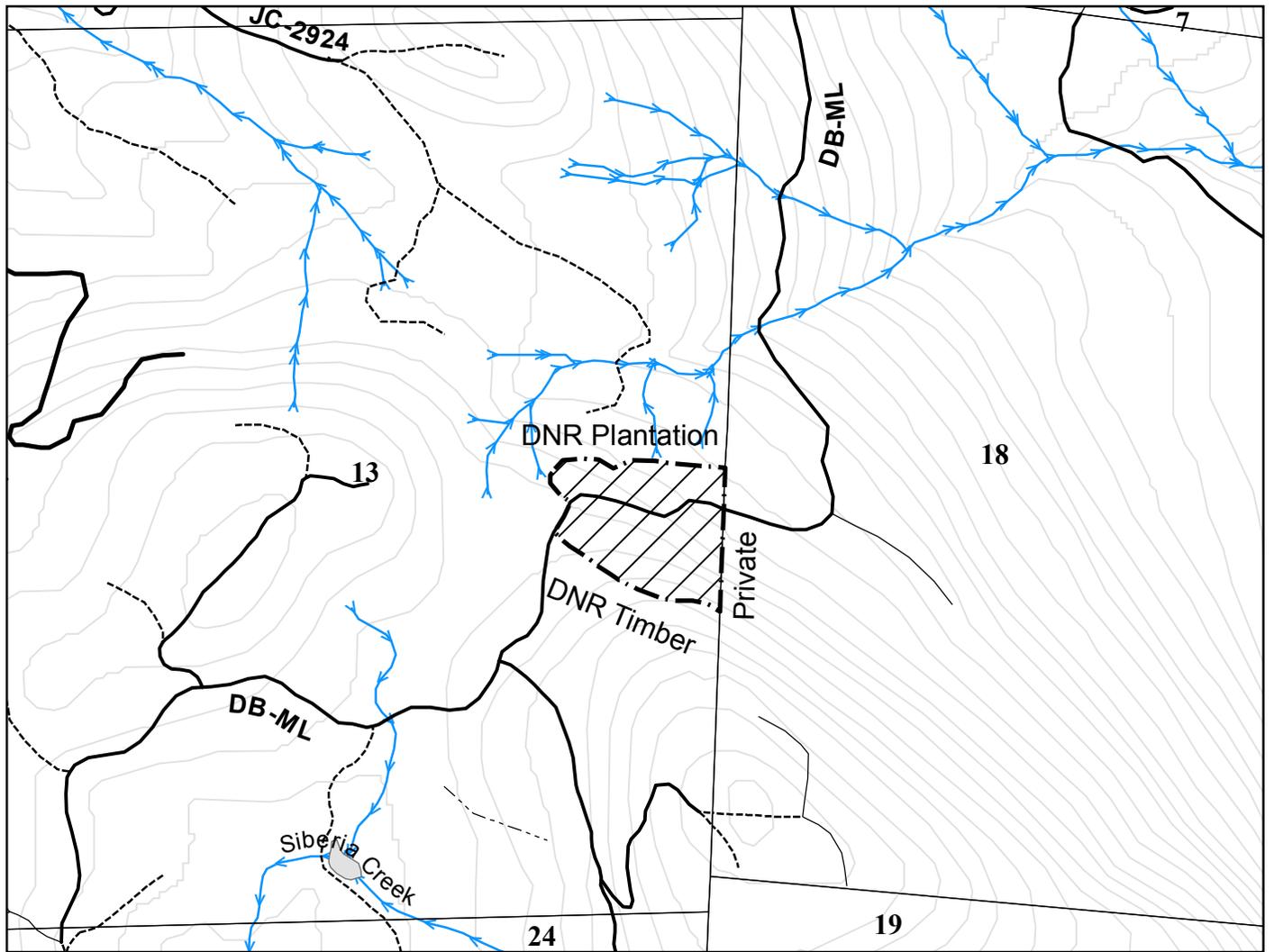
Invitation to Bid No. 1541

Unit No. NW-14

UNIT NAME: TOMBSTONE  
 FMU ID: 27828  
 TRUST: 01  
 ACRES: 15

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

LEGAL: T31N R06E S13  
 ELEVATION: 1723-1889  
 FIRE SHUTDOWN ZONE: 658



Directions: From Arlington at the SR-9/HWY-530 junction, head east for 1.1 miles to turn right on Arlington Heights Rd. Continue east for 3.0 miles to 123rd Ave. NE. Turn right on 123rd Ave. NE and travel south for 1.0 miles, to a left turn on 212th St. NE. Stay on 212th St. NE for 0.25 miles to a right turn on 127th Ave. NE. Continue for 0.25 miles and follow a left curve onto 208th St. NE. Continue on 208th St. NE for 0.75 miles to gate, and beginning of JC-ML. Travel on JC-ML for 4.5 miles and turn left on JC-50. Stay on JC-50 until roads end, where it joins DB-ML. Turn right onto DB-ML and travel south for 2.5 miles to the unit.

# UNIT MAP

## PCT

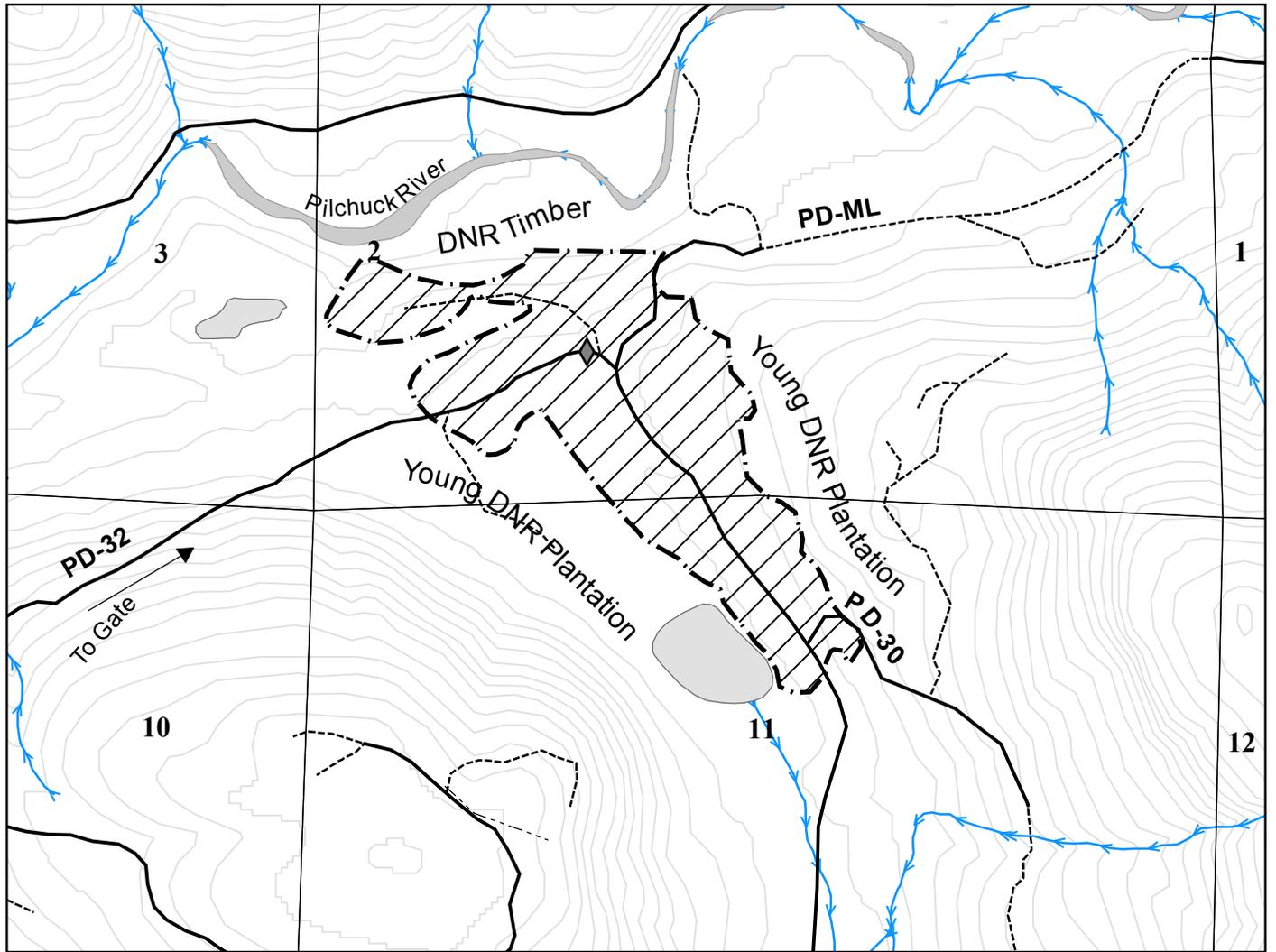
Invitation to Bid No. 1541

Unit No. NW-15

UNIT NAME: BEAVER ECHO U3  
 FMU ID: 15741  
 TRUST: 01  
 ACRES: 57

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

LEGAL: T29N R07E S02, 11  
 ELEVATION: 531-755  
 FIRE SHUTDOWN ZONE: 656



Directions: From Granite Fall travel 6.8 south along Menzel Lake Road to Lake Roesiger Rd. Continue south on Lake Roesiger Rd for 1.25 miles to a left turn on Monroe Camp Rd. Continue on Monroe Camp Rd. for 1.7 miles to the BV-ML Gate. Take left onto BV-ML and travel for 1.95 miles to the PD-ML/EK-ML split. Turn left on PD-ML and continue 3.0 miles to the unit.

# UNIT MAP

## PCT

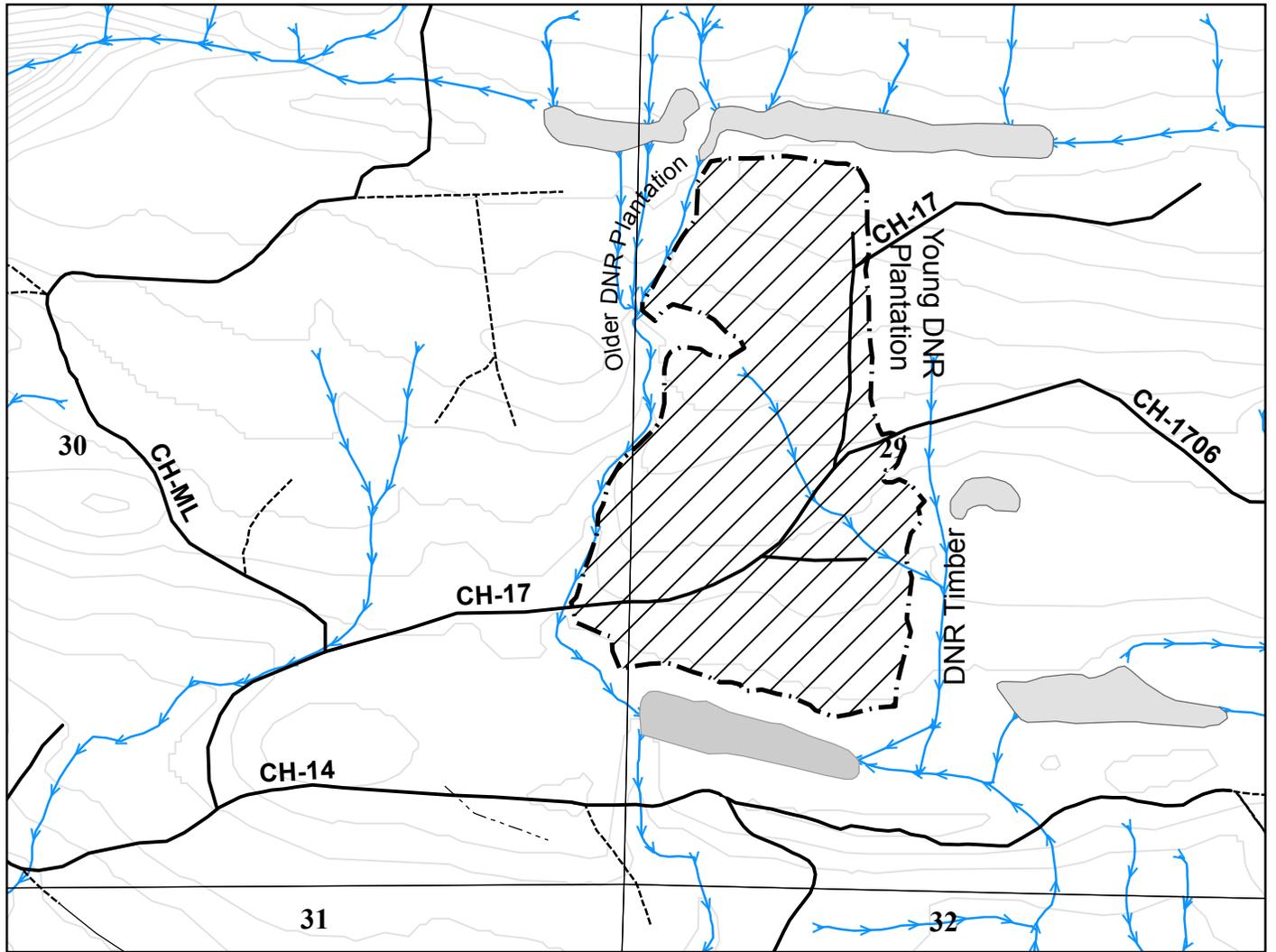
Invitation to Bid No. 1541

Unit No. NW-16

UNIT NAME: FEED BACK  
 FMU ID: 21980  
 TRUST: 01, 04  
 ACRES: 98

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

LEGAL: T29N R08E S29, 30  
 ELEVATION: 1262-1584  
 FIRE SHUTDOWN ZONE: 658



Directions: From Granite Fall travel 6.8 south along Menzel Lake Road to Lake Roesiger Rd. Continue south on Lake Roesiger Rd for 1.25 miles to a left turn on Monroe Camp Rd. Continue on Monroe Camp Rd. for 2.3 miles to the EK-ML Gate. Continue on EK-ML for 0.86 miles to CH-ML. Turn right onto CH-ML and continue 1.7 miles to junction with CH-17. Turn right onto CH-17 and continue 0.4 miles to unit.

# UNIT MAP

PCT

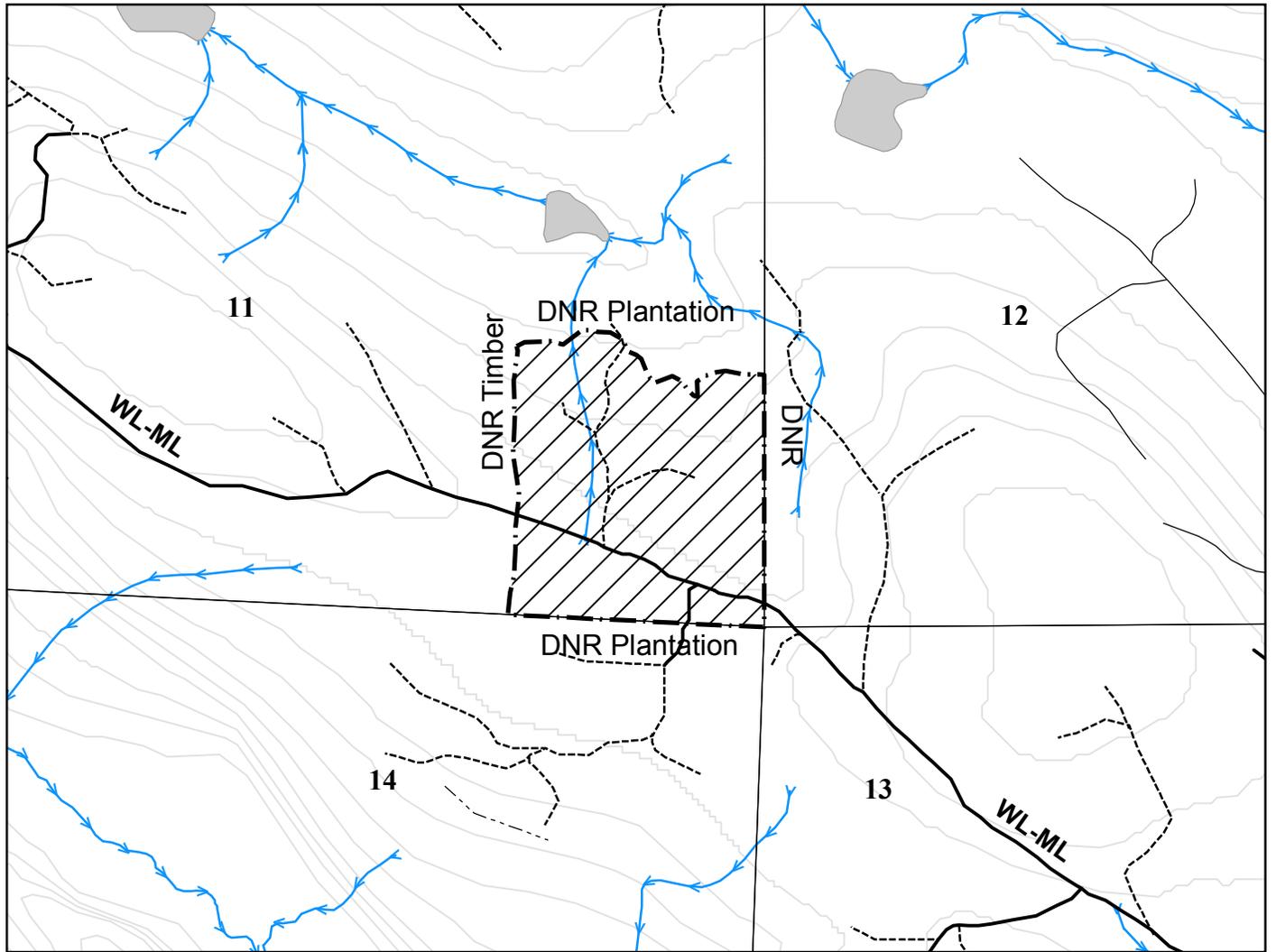
Invitation to Bid No. 1541

Unit No. NW-17

UNIT NAME: LOST ON LINE 1  
 FMU ID: 15927  
 TRUST: 01  
 ACRES: 48

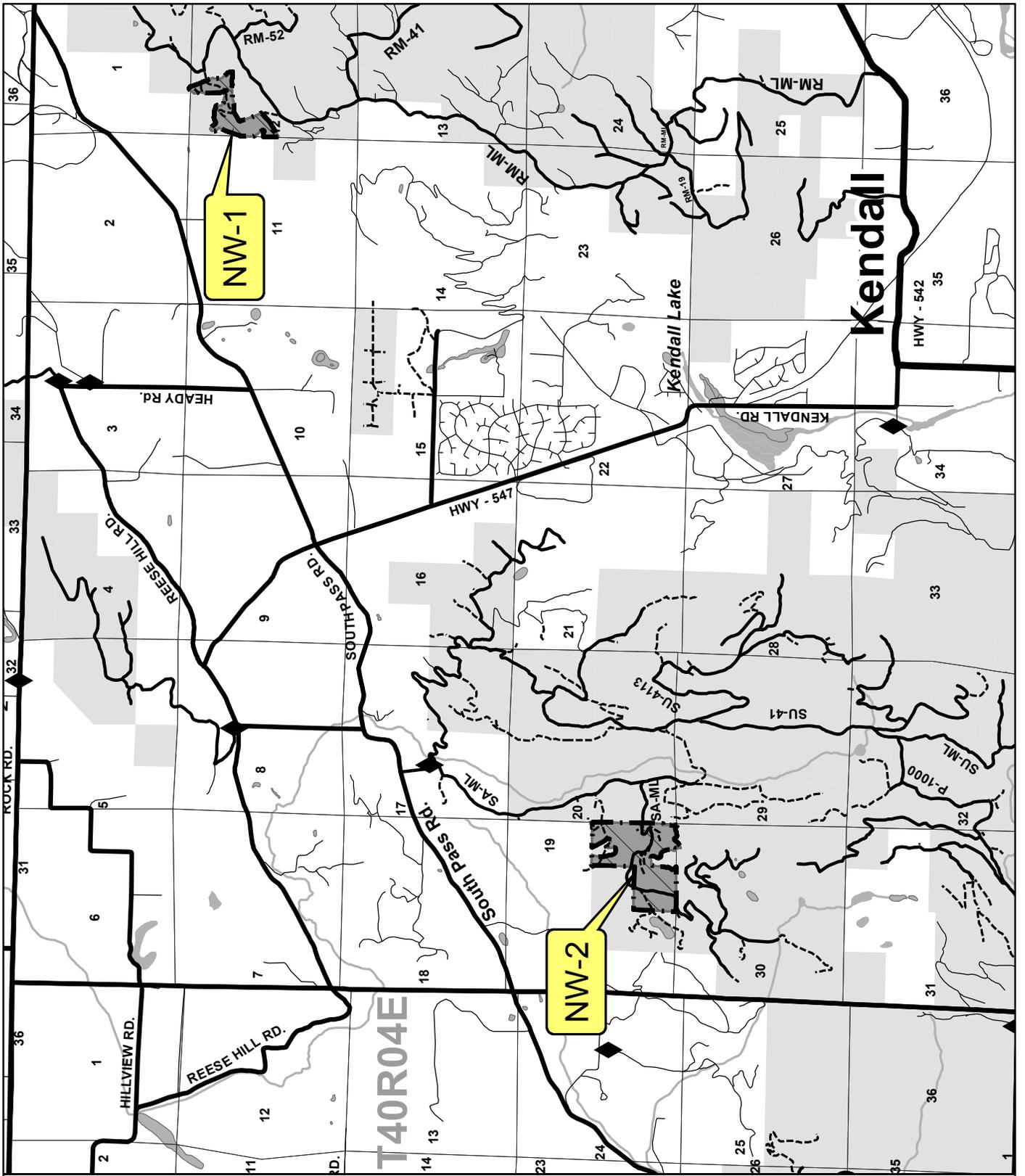
REGION: NORTHWEST  
 DISTRICT: CASCADE  
 LOCAL: BOULDER  
 COUNTY: SNOHOMISH

LEGAL: T28N R07E S11  
 ELEVATION: 719-826  
 FIRE SHUTDOWN ZONE: 656



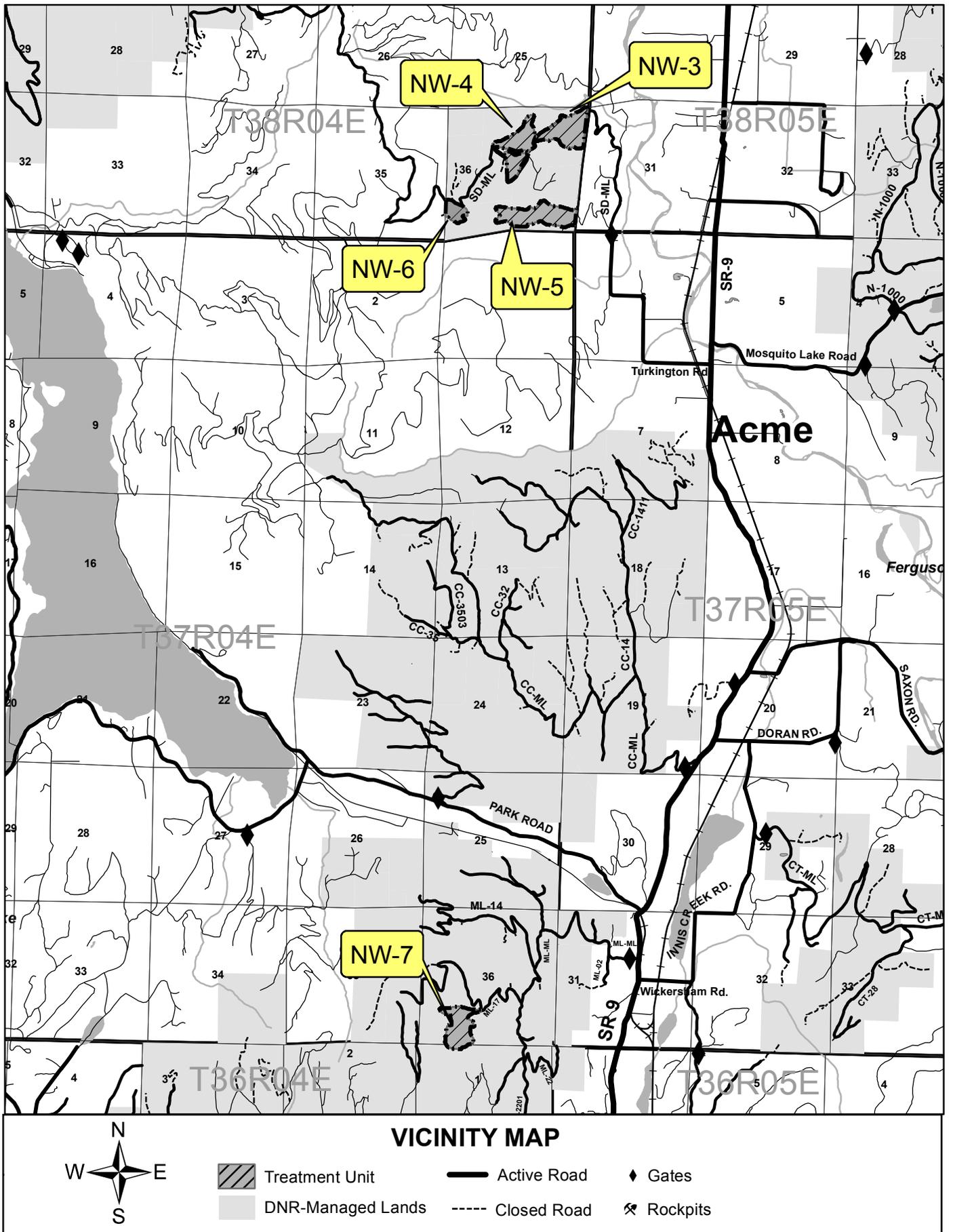
Directions: From Sultan, travel north to Old Owen Road. Turn left on Old Owen Road and travel 1.8 miles west to Woods Lake Road. Turn right and travel 4.0 miles to the WL-ML. Turn left after gate on WL-ML and travel 1.3 miles to the unit.

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



**VICINITY MAP**

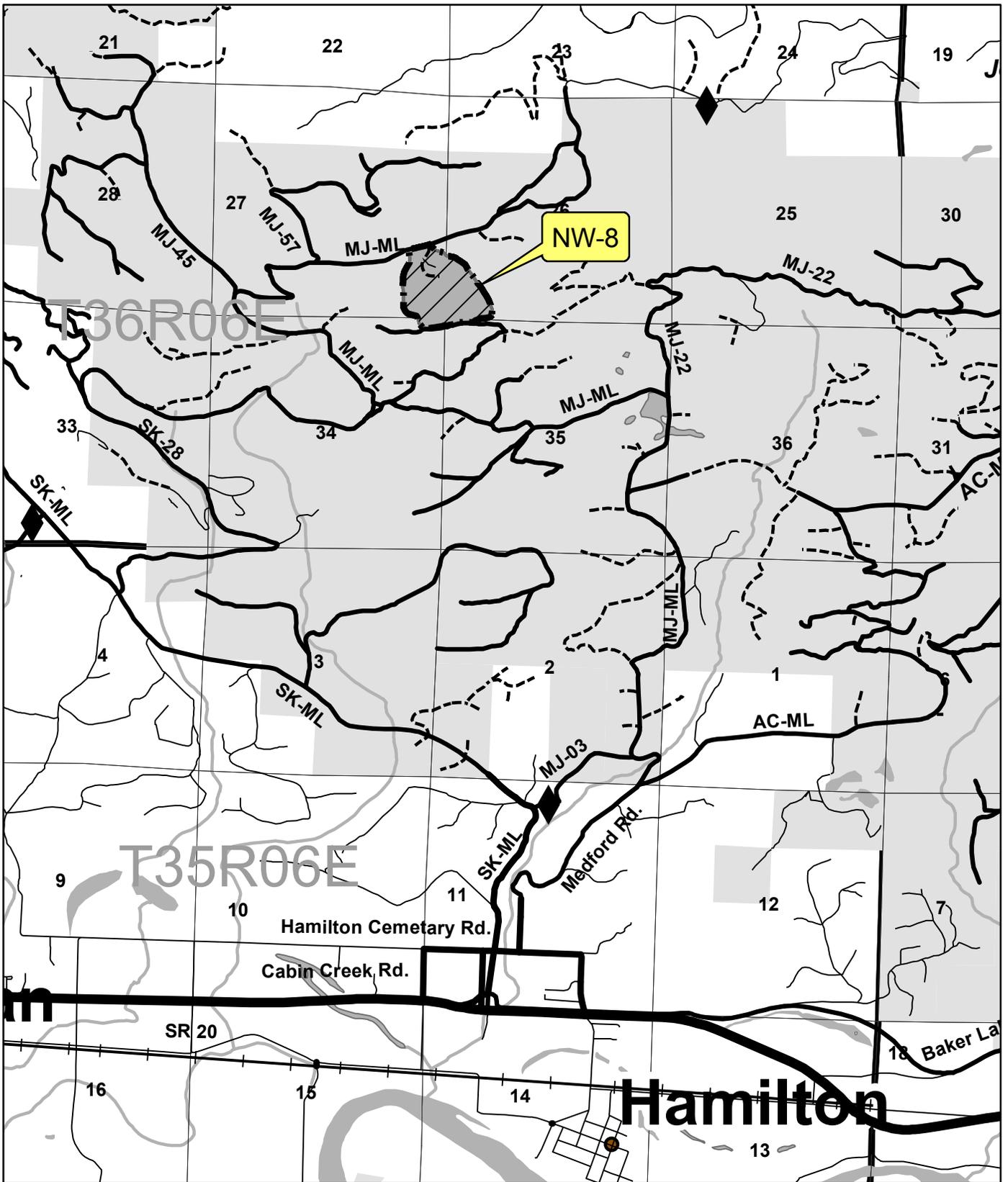
- Treatment Unit
- Active Road
- Gates
- DNR-Managed Lands
- Closed Road
- Rockpits



**VICINITY MAP**



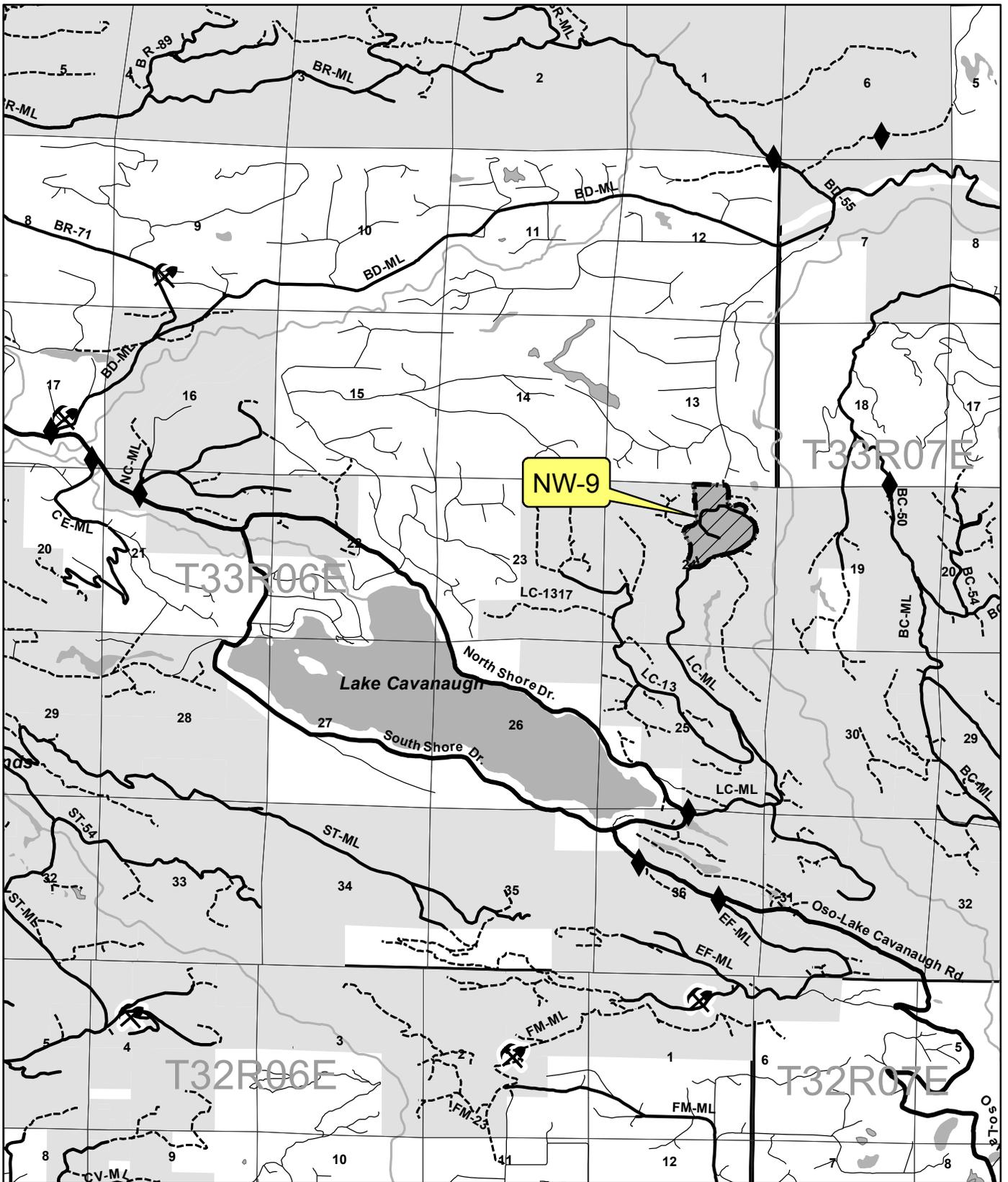
- Treatment Unit
- Active Road
- Gates
- DNR-Managed Lands
- Closed Road
- Rockpits



**VICINITY MAP**



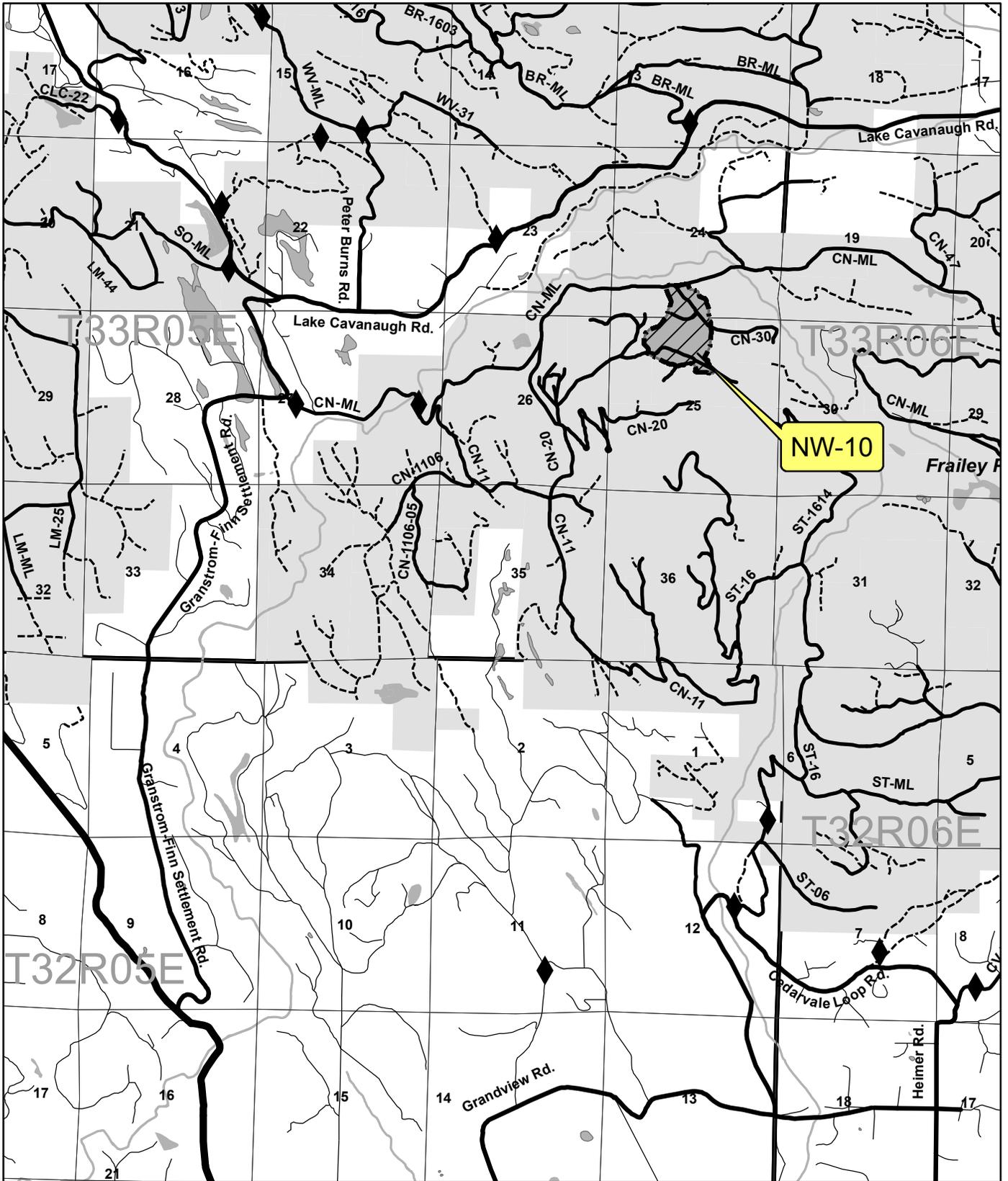
- Treatment Unit
- Active Road
- Gates
- DNR-Managed Lands
- Closed Road
- Rockpits



**VICINITY MAP**

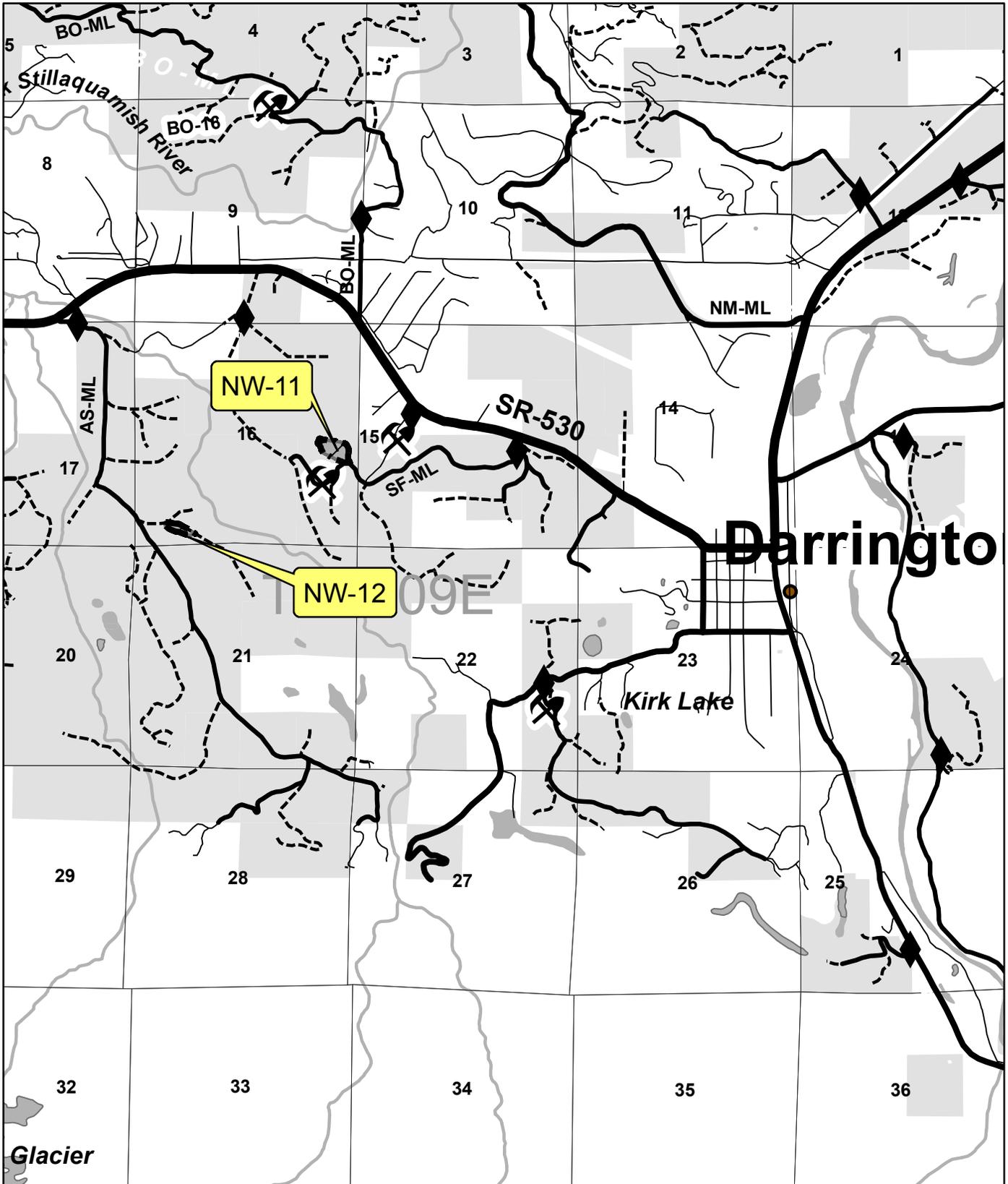


- Treatment Unit
- Active Road
- Gates
- DNR-Managed Lands
- Closed Road
- Rockpits



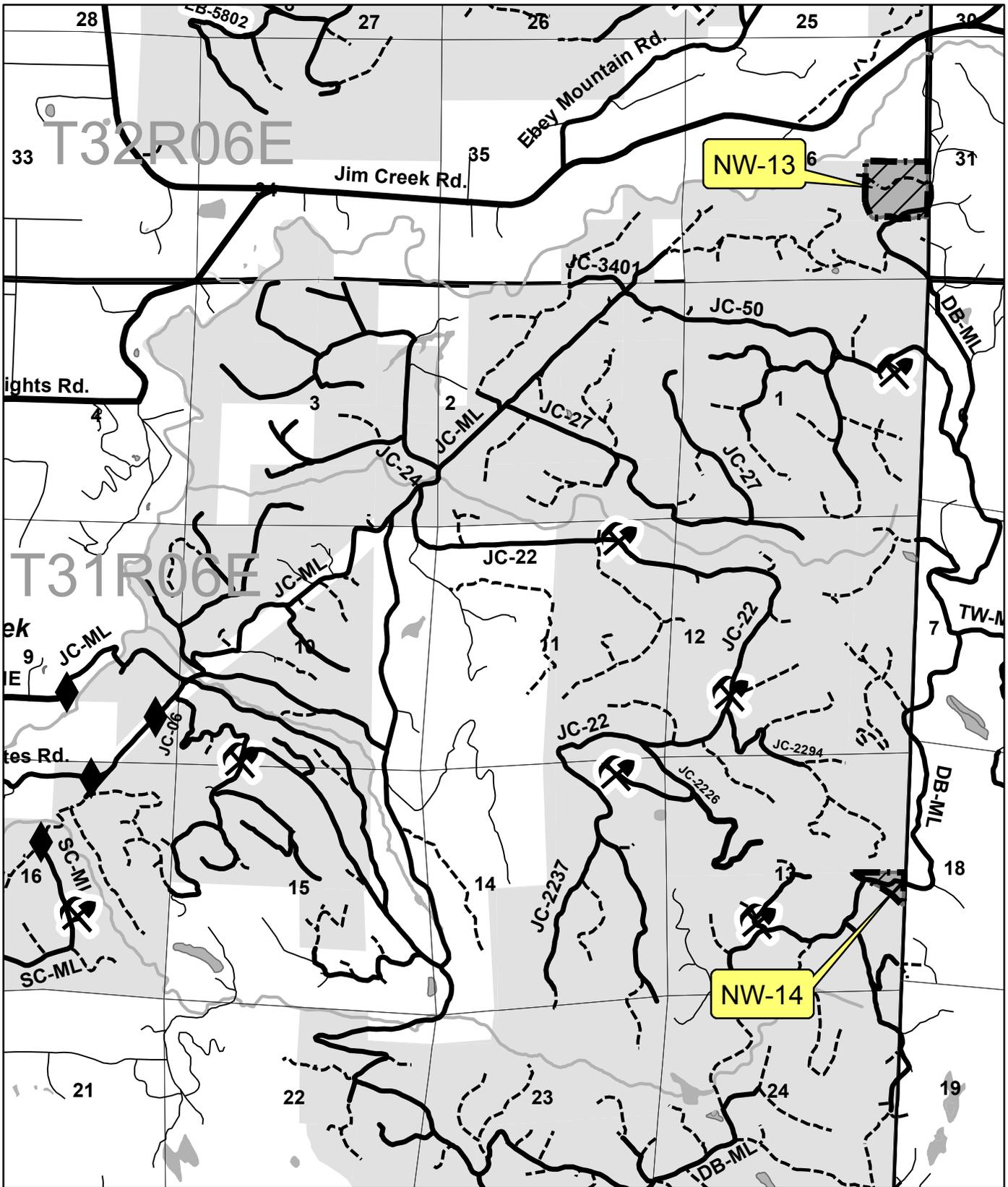
**VICINITY MAP**

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



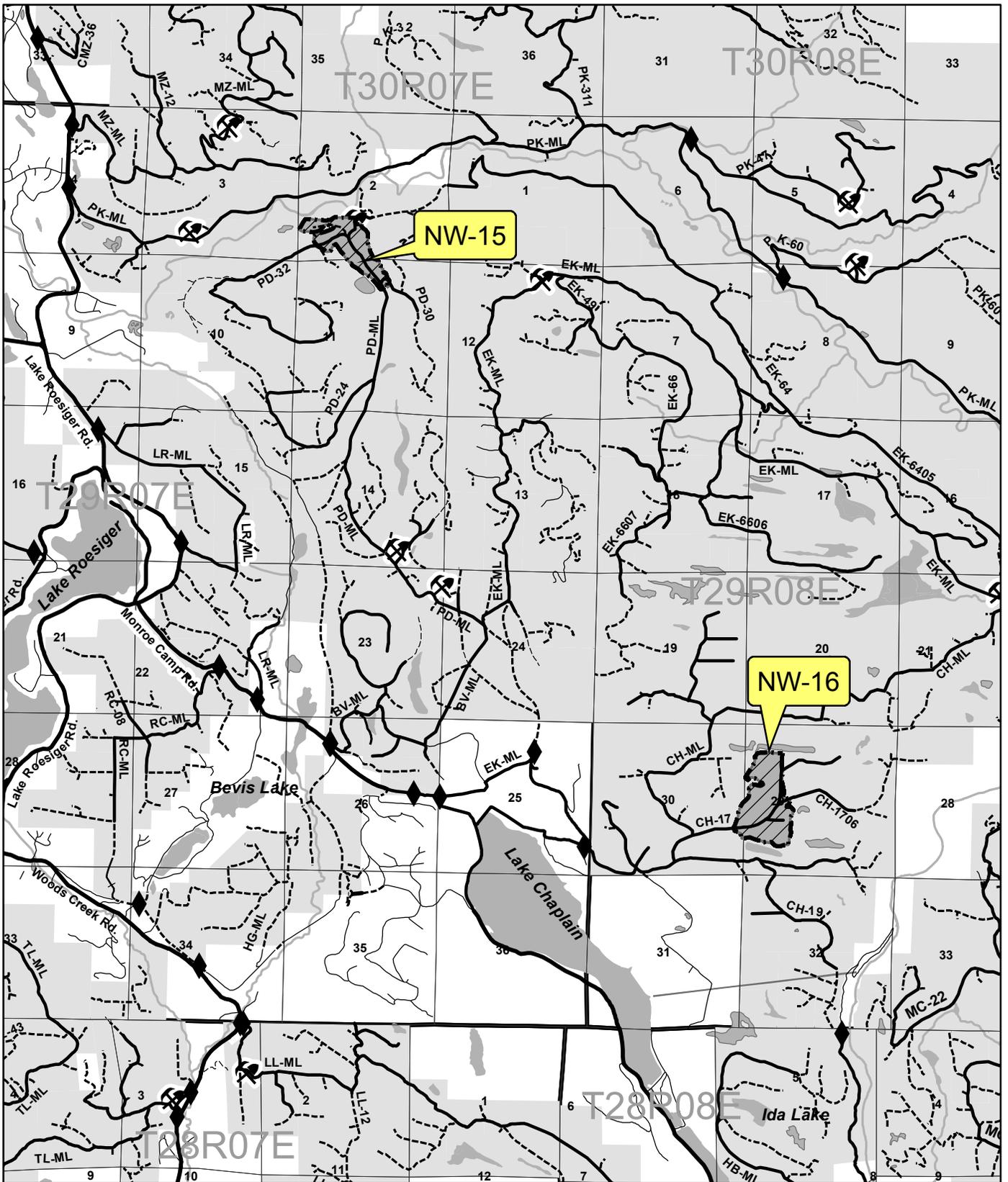
**VICINITY MAP**

	<ul style="list-style-type: none"> <li> Treatment Unit</li> <li> DNR-Managed Lands</li> </ul>	<ul style="list-style-type: none"> <li> Active Road</li> <li> Closed Road</li> </ul>	<ul style="list-style-type: none"> <li> Gates</li> <li> Rockpits</li> </ul>
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**VICINITY MAP**

	<ul style="list-style-type: none"> <li> Treatment Unit</li> <li> DNR-Managed Lands</li> </ul>	<ul style="list-style-type: none"> <li> Active Road</li> <li> Closed Road</li> </ul>	<ul style="list-style-type: none"> <li> Gates</li> <li> Rockpits</li> </ul>
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**VICINITY MAP**



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



# SECTION III-A: BID FORM

## CONTRACT NUMBER 1541

**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 1541.

<b>Unit No.</b>	<b>Unit Acres</b>	<b>Unit Bid Price (Per Acre)</b>	<b>Unit Total</b>
NW-1	34		
NW-2	100		
NW-3	38		
NW-4	38		
NW-5	45		
NW-6	13		
NW-7	34		
NW-8	62		
NW-9	86		
NW-10	76		
NW-11	6		
NW-12	2		
NW-13	36		
NW-14	15		
NW-15	57		
NW-16	98		
NW-17	48		
<b>Contract Acres:</b>	<b>788</b>	<b>Contract Price:</b>	

Bidder's Name and Address:

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

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

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

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

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

INVITATION TO BID ON CONTRACT NUMBER 1541  
(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 the Department of Labor and Industries, every individual in a partnership or joint venture must sign this bid sheet. Individuals not signing the bid sheet but assisting with the Contract Work will be considered workers for the purpose of Industrial Insurance except at the express approval of the Department of Labor and Industries.

Bidder's Name _____	Labor & Industries Account # _____
Signature _____	Washington Business License # _____
Title _____	Additional Signatures _____
Address _____	_____
City and State _____	_____
Business Phone _____	_____
Home Phone _____	_____

To whom it may concern:

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

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

Worker is defined in the law as every person engaged in the employment of an employer under Title 51 RCW or every person working under an independent contract. RCW 51.08.180.

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

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

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

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

# SECTION III-C: SOLICITATION TO OFFER

## 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 **1541**. 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.)

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(L & I Industrial Insurance Account No.)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Farm Labor Contractor License No.)

\_\_\_\_\_  
(Title)

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

\_\_\_\_\_  
(Phone No.)

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

Contract Number 1541 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 III-A) as per the Invitation to Bid.