



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

## INVITATION TO BID: TREE PLANTING CONTRACT

You are invited to bid on the following Tree Planting 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.

The draft contract is attached to this invitation.

Contract #	# Acres	# Units	Location
1543	354	11	Clallam & East Jefferson Counties

### BID PROCEDURES

#### Bid Delivery

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

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

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

**Bids will be accepted until 2:00 PM on December 11, 2014.**

Questions pertaining to this Invitation to Bid can be answered by contacting John Keller at 360.640.1730. 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 (Contract Section III-A),
- 2) Contractor's Declaration of Industrial Insurance Status (Contract Section III-B);
- 3) Solicitation to Offer (Contract Section III-C);
- 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:	Olympic Region Manager, c/o Sarah Steffen Washington State Department of Natural Resources 411 Tillicum Lane, Forks, WA 98331
Upper left corner:	Bidder's Name Bidder's Address
Lower left corner:	Tree Planting – "Sealed Bid" Invitation to Bid on Contract Number: 1543

## **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 (Contract 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 Olympic 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 tree planting since the time of the termination. DNR reserves the right to contact references and make its own judgment regarding their reliability. DNR will review situations on a case-by-case basis, and encourages interested bidders to contact DNR with any questions before the specified bid opening.

### **Award Letter**

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

### **Conditions on Award**

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

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

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

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

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

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

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

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

### **Special Remarks**

- Term of contract: Wednesday, January 7, 2015 through Friday, February 27, 2015
- Work days: Monday through Friday, except no work on January 19, 2015 and February 16, 2015.
- Daily Start Time: 7:15 AM at seedling storage cooler.
- Storage/Pick-up locations of seedlings:
  - Units 1-3: DNR Work Compound near Center, WA.
  - Units 4-11: DNR Work Compound near Port Angeles, WA
- Gates:
  - Units 1, 2, 4-7, 10 and 11 are behind locked gates. AA-1 keys may be checked out at Olympic Region Office to access these units.
  - Unit 3 is behind a keypunch controlled gate with an access code of 7889.
  - Units 8 and 9 are not gated.

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>
Olympic Medical Center	939 E. Caroline St.	Port Angeles	98362	(360) 417-7000
Forks Community Hospital	530 Bogachiel Way	Forks	98331	(360) 374-6271
Jefferson Healthcare Hospital	834 Sheridan	PT Townsend	98368	(800) 244-8917
Harrison Hospital	2520 Cherry Ave	Bremerton	98310	(360) 377-3911



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## Olympic Region

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### **Contract Number 1543**

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#### **Contract Digest: TREE PLANTING**

**354 Acres in Clallam & East Jefferson Counties**

**Contract Term: January 7, 2015 through February 27, 2015**

■ Definitions

#### **SECTION I – CONTRACT CLAUSES**

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

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

- A. Unit Descriptions
- B. Unit Maps
- C. Unit Vicinity Maps & Seedling Cooler Location Maps

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

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

## DEFINITIONS

**'Compliance Forester(s)'** means the DNR staff person(s) identified in the Pre-Work Conference who perform the compliance inspections, approve Work, recommend payment to the Contract Manager, manage the Work Schedule, and assist with Seedling distribution.

**'Contract Manager'** means the DNR staff person who processes this contract, makes payments, provides and facilitates dispute resolution, provides technical advice to the Compliance Forester, and is the first point of contact for questions relating to this contract or interpretation of Work. The Contract Manager may perform the duties of the Compliance Forester.

**'Contractor'** means the business entity engaged with DNR to complete the terms of this contract.

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

**'Designated Contract Representative(s)'** means those individual(s) designated by Contractor on the Pre-Work Form during the Pre-Work Conference.

**'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.

**'Inspection Plot'** (Clause C-02) is a systematic field measurement used by the Compliance Forester to assess and rate Contractor performance.

**'Pre-Work Conference'** is the meeting between DNR and Contractor after award of the contract and before commencement of Work. Its purpose is to agree upon logistics and the Work Schedule.

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

**'Seedlings'** are young trees that are either supplied by DNR, or which are already growing within Units.

**'Unit'** is the individual geographical area on which Work will be done. Each Unit is specifically identified by number on the Unit Description (Section II-A), corresponding Unit Map (Section II-B), and Bid Form (Section III-A).

**'Unit Bid Price'** is the rate per acre, or per Seedling, written in the Unit Bid Price column of the Bid Form (Section III-A).

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

**'Work'** includes all activities performed by Contractor from the time Contractor picks up Seedlings from storage to the time when Seedlings have been planted in the Unit(s).

**'Work Schedule'** means the approved order and timeline for how the requirements of this contract, including Work on individual Units or groups of Units, will be fulfilled by the Contractor.

## SECTION I-A: GENERAL PROVISIONS

### A-01 Contractor's Warranty

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

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

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

### A-02 Modifications

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

### A-03 Contract Complete

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

### A-04 Road Easement and Road Use Permit Requirements

None

### A-05 Scope of DNR Advice

No advice by any agent, employee, or representative of DNR regarding the method or manner of performing shall constitute a representation or warranty that said method, manner or result thereof will conform to the contract or be suitable for Contractor's purposes under the contract.

Contractor's reliance on any DNR advice regarding the method or manner of performance shall not relieve Contractor of any risk or obligation under the contract. Contractor retains the final responsibility for its operations under this contract and DNR shall not be liable for any injuries resulting from Contractor's reliance on any DNR advice regarding the method or manner of performance.

### A-06 Performance Security

Contractor agrees to furnish, within ten (10) business days of receipt of the award letter, security in the amount of ten percent (10%) of the total awarded contract price. The security shall be in the form of certified check or cashiers' check made payable to the Washington State Department of Natural Resources, an irrevocable letter of credit, or a savings account assignment. A letter of

credit must comply with Title 62A RCW, Article 5. This security guarantees performance of this contract and payment of any damages resulting from Contractor's noncompliance with any contract provisions, negligent or imprudent actions, or the law. Performance security must remain in full force over the duration of the contract. In the event DNR needs to utilize the security, Contractor may be required to replace the portion(s) utilized within five (5) business days of receiving written notice from DNR. Contractor shall not operate unless the performance security has been accepted by DNR. If at any time DNR decides that the security document or amount has become unsatisfactory, Contractor agrees to suspend operations and, within 30 days of notification, to replace the security with one acceptable to DNR or to supplement the amount of the existing security.

**A-07 Contract Modification or Cancellation**

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

**A-08 Attachments**

The following attached documents are hereby incorporated by reference:  
None

**A-09 Compliance with all Laws**

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

**A-10 Licenses and Permits**

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

**A-11 Indemnity**

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

**A-12 Insurance**

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

All insurance and surety bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published

edition of Best's Reports. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapters 48.15 RCW and 284-15 WAC.

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

- A. Insurers subject to Chapter 48.18 RCW (admitted and regulated by the Insurance Commissioner):** The insurer shall give DNR 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, DNR shall be given ten (10) days advance notice of cancellation.
- B. Insurers subject to Chapter 48.15 RCW (surplus lines):** DNR shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, DNR shall be given ten (10) days advance notice of cancellation.

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

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

All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by DNR.

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

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

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

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

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

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01

(or a substitute form providing equivalent coverage). All insurance shall cover liability arising out of premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract), and contain separation of insured (cross liability) condition.

- B. Employer's Liability ("Stop Gap") Insurance:** Contractor shall buy employer's liability insurance, and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 for each accident for bodily injury by accident or \$1,000,000 for each worker for bodily injury or disease.
- C. Business Auto Policy (BAP):** Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto." Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense" as provided in the 1990 or later editions of CA 00 01. Contractor waives all rights against DNR for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.
- D. Workers' Compensation Coverage:** Contractor shall comply with all State of Washington workers' compensation statutes and regulations. Coverage shall include bodily injury (including death) by accident or disease, which exists out of or in connection with the performance of this contract. Except as prohibited by law, Contractor waives all rights of subrogation against DNR for recovery of damages to the extent they are covered by workers' compensation, employer's liability, commercial general liability, or commercial umbrella liability insurance.

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

### **A-13 Safety Compliance**

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

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

- C. The Compliance Forester reserves the right to shut down the work site when any condition of imminent danger is present. The work site will remain shut down until the danger has been removed by the contractor.

**A-14 Venue**

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

**A-15 Dispute Resolution**

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

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

**A-16 Subcontracting**

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

**A-17 Nondiscrimination**

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

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

**A-18 Pre-Work Conference**

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

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

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

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

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

**A-20 Work Delay**

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

**A-21 Non-conformances with Work Schedule**

If Contractor is not in conformance with the Work Schedule for reasons other than acts of Force Majeure, Contractor shall bring its activities into conformance with the schedule or request the Compliance Forester to revise the schedule to reconcile with the actual progress of the Work. The Compliance Forester may require a meeting prior to granting a revision. A revision to the Work Schedule for one Unit shall not change the timing for any other Unit unless expressly authorized. In the event 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 required.

**A-22 Work Days**

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

**A-23 Breach of Contract**

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

- A. If Contractor violates any provision of this contract, Compliance Forester, by written notice, may suspend the Work that is in breach. If the breach is capable of being remedied, Contractor has 15 days after receipt of a suspension notice to remedy the breach. If the breach cannot be remedied or Contractor fails to remedy the breach within 15 days after receipt of a suspension notice, DNR may terminate the rights of Contractor under this contract and collect damages.
- B. If the contract expires pursuant to clause A-33 without Contractor having performed all its duties under this contract, Contractor's right to operate is terminated and Contractor shall not have the right to remedy the breach. This provision shall not relieve Contractor of any payment obligations.
- C. DNR has the right to remedy the breach in the absence of any indicated attempt by Contractor or if Contractor is unable, as determined by DNR, to remedy the breach. Any expense incurred by DNR shall be charged to Contractor and shall be paid within 30 days of receipt of billing.

**A-24 Default of Contract**

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

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

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

**A-26 Inspection**

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

**A-27 Spark Arresters**

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

**A-28 Open Fires**

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

**A-29 Removal of Merchantable Products**

Contractor is prohibited from removing merchantable or potentially merchantable products from the Units for commercial use. Separate approval by agreement or contract with DNR is required for removal of firewood, poles, posts, and other merchantable or potentially merchantable material.

**A-30 Garbage**

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

**A-31 Camping**

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

**A-32 Abbreviations**

The following Seedling species abbreviations will be used: DF = Douglas-fir; GF = Grand fir; MA = Big-leaf maple; NF = Noble fir; RA = Red alder; RC = Western redcedar; SF = Pacific silver fir; SS = Sitka spruce; WH = Western hemlock; WP = Western white pine.

**A-33 Term of Contract**

The term of this contract is from January 7, 2015 to February 27, 2015. The contract shall not be extended without written permission from the DNR Region Manager.

## SECTION I-B: SPECIFICATIONS FOR THE ACTIVITY

Contractor shall transport and plant Seedlings as described below.

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

Contractor shall provide:

- A. A minimum crew size of 10 workers and a maximum crew size of 14 workers, unless otherwise approved by the Compliance Forester;
- B. Adequate crew supervision, including at least one qualified non-planting, English speaking foreperson per crew, unless otherwise allowed by the Compliance Forester. The foreperson must have one season (at least three (3) months) of tree planting experience. Documentation of a foreperson's experience shall be provided to DNR upon request;
- C. A vehicle that ensures Seedlings shall be transported to the Unit in a covered, unheated compartment, such as an enclosed truck or pickup with canopy. Tarps are not acceptable covering for transport. Shelving or sufficient floor space shall be available so that containers of Seedlings are not stacked more than five high without intermediate support;
- D. Planting shovels for each worker, with minimum blade dimensions of five (5) inches wide and eleven (11) inches long for most Seedling species. Shovel blades shall be at least five (5) inches wide and twelve (12) inches long for red alder Seedlings; and
- E. Other specific tool requirements: None

### **B-02 Boundaries**

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

### **B-03 Seedling Supply**

DNR will supply Seedlings from refrigerated trailers at cooler locations near Port Angeles and Center as specified on the maps (Section II-D). If DNR's supply of Seedlings is temporarily interrupted, it could cause a delay for Contractor. If needed, the contract may be extended by written agreement to permit completion, or that part of the contract that cannot be completed because of lack of supply will be voided at DNR's discretion.

**B-04 Substitution of Type of Seedling Stock Types**

If DNR has to substitute Seedlings, adjustment of per acre Unit Bid Price will be made based on the stock type of new Seedlings pursuant to the following schedule:

Seedling Stock Type as Per Bid Invitation	Substitute Seedling Stock Type	Percent Unit Bid Price Adjustment
1+1 or P+1 or P+1/2 Or 2+0 or 1+0 or P+0(> 10in <sup>3</sup> )	P+0 (≤ 10in <sup>3</sup> )	-10%
P+0 (≤ 10in <sup>3</sup> )	1+1 or P+1 or P+1/2 Or 2+0 or 1+0 or P+0 (> 10in <sup>3</sup> )	+10%

Table 1: Substitution of Seedling Stock Types

In the event that more than one stock type of Seedlings are required for a planting Unit, the adjustment in Unit Bid Price will be prorated based on the acreage planted with each stock type. In such cases, the entire Unit will use the adjusted price. However, there will be no price adjustments if substitute Stock Type quantities constitute less than 5 percent of the total trees planted on a Unit.

**B-05 Weather Conditions**

Planting operations will be halted when the Compliance Forester determines weather conditions are injurious to the Seedlings. Weather conditions during which DNR may not allow planting include, but are not limited to:

- A. Air temperature of less than 32 degrees F (32°F) or greater than 65 degrees F (65°F);
- B. Wind velocity greater than twenty (20) miles per hour;
- C. Soil frozen more than one-half (1/2) inch deep;
- D. Snow cover greater than two (2) inches; or
- E. Less than 50 percent Relative Humidity (RH).

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

**B-06 Seedling Care During Transportation and Handling**

Contractor shall transport Seedlings from storage to the Unit(s). Contractor shall comply with all of the following specifications for Seedling care during transportation and handling:

- A. Containers of Seedlings shall be carefully handled at all times. No throwing, dropping, crushing, etc.;

- B. Containers of Seedlings shall be shaded from the sun with a reflective tarp and from shielded winds. Contractor shall have water available on-site for dipping Seedling roots prior to being placed in the planting bags. At the Compliance Forester's verbal request, Seedling roots shall be moistened with water and/or planting bags lined with damp packing material;
- C. Containers of Seedlings shall be stored in a manner that will provide air circulation around each container. When containers are stored in snow banks, snow shall be placed around each container;
- D. Seedlings will be distributed to the workers so that no more than one container per Seedling stock type will be open at the assembly point at one time;
- E. Opened containers of Seedlings shall be immediately resealed. Contractor shall supply tape and/or stapler to reseal and have them available on the Work site at all times;
- F. Seedlings carried by a worker shall be in a planting bag and arranged for easy removal of one Seedling at a time. Planting bags shall not be overfilled. Seedlings should be placed in planting bags without shaking or removing soil from the roots. Seedlings should be placed in the planting bag by cupping the roots and guiding the roots into the bag. Seedlings should not be grabbed at the root collar and stuffed into the planting bag;
- G. Seedlings shall not be removed from the planting bag before a planting hole has been prepared;
- H. Seedlings shall be planted as received without pruning or culling, unless directed to do so by the Compliance Forester;
- I. If mold, dry roots, freezing, drying, or evidence of other injury is observed on any Seedlings, Contractor shall cease planting such damaged Seedlings, and the condition shall be immediately reported to the Compliance Forester. If available, other Seedlings shall be used until the Compliance Forester has decided whether or not the damaged Seedlings can be planted;
- J. At the end of the Work day, Seedlings which have been distributed but not planted shall be sealed and returned to the cooler; and
- K. Contractor shall keep Seedlings free from damage at all times, including but not limited to: drying, heating, smothering, freezing, drowning, or mechanical injury.

**B-07 Spacing and Number of Seedlings**

Contractor shall plant Seedlings as follows:

**A. Total Seedlings Per Acre**

'Total Seedlings per Acre' means the estimated number of Seedlings to be planted per acre, averaged over an entire Unit, or a contiguous area within a Unit. This number varies between Units, and is listed in the Unit Description (Section II-A).

**B. Seedlings Per Acre by Species**

‘Seedlings per Acre by Species’ means the number of Seedlings of an individual species to be planted per acre, averaged over an entire Unit, or a contiguous area within a Unit. If only one species is to be planted over a Unit, or a contiguous area within a Unit, this number is the same as the Total Seedlings per Acre. If multiple species are to be planted over a Unit, or a contiguous area within a Unit, then the sum of all the Seedlings per Acre by Species will equal the Total Seedlings per Acre.

**C. Average Spacing**

‘Average Spacing’ means the average distance (in feet) between planted Seedlings in the Unit, that will result in the correct number of Total Seedlings per Acre after planting, when Seedlings are planted in a grid pattern. Average spacing may be different for each unit, or for contiguous areas within a Unit, therefore Seedlings will be planted over the Unit at the Average Spacing listed in the Unit Description (Section II-A).

**D. Minimum Spacing**

Seedlings shall not be planted closer together than six (6) feet for all Units specified in the Unit Description (Section II-A), from:

1. Another Contractor-planted Seedling;
2. An acceptable previously planted Seedling; or
3. An acceptable natural Seedling.

Acceptable previously planted or natural Seedlings are conifer Seedlings which are at least twelve (12) inches tall, well formed, and vigorous.

**E. Variation to Average Spacing**

The spacing of individual Seedlings may vary within the limits of the Minimum Spacing, so long as average spacing is maintained.

**B-08 Line Planting Method**

Contractor’s planting crew(s) will use the “line” method of planting, unless otherwise permitted by the Compliance Forester. Each worker will only plant one (1) line at a time on each pass. Seedlings planted within each line, and adjacent lines, will both be at the Average Spacing as specified in the Unit Description (Section II-A).

**B-09 Satisfactorily Planted Seedlings**

Contractor shall plant Seedlings according to all of the following criteria in order for Seedlings to be considered ‘Satisfactorily Planted’.

**A. Preparation of Planting Spot**

A ‘Planting Spot’ is a spot where a Seedling is planted, that meets all the conditions for Preparation, Clearing, and Scalping as described here:

1. ‘Preparation’ for planting a Seedling shall include the Clearing and/or Scalping down to mineral soil to a minimum diameter of one (1) foot located as near the center of the Planting Spot as is practicable.

2. 'Clearing' means the removal of duff up to eight (8) inches deep, loosely compacted slash up to two (2) feet deep, and other debris accumulations such as rock, rotten wood, snow, and ice which can be removed by kicking, dragging, or the use of a planting tool.
3. 'Scalping' means the removal of sod and vegetation less than two (2) feet tall with a base diameter of one-fourth (1/4) inch or less.

**B. Unplantable Spots**

An 'Unplantable Spot' is a spot that does not meet the conditions for Preparation, Clearing, or Scalping, or is closer than the Minimum Spacing specified in the Unit Description (Section II-A). Examples of spots that are considered 'Unplantable' include, but are not limited to, large stumps, boulders, areas of exposed bedrock, sites with large woody brush, and sites with debris accumulations deeper than two (2) feet. Contractor shall not attempt to plant Seedlings in Unplantable Spots.

**C. Planting Hole Location and Excavation**

The planting hole shall be located and excavated as follows:

1. The planting hole shall be located in mineral soil and as near the center of the Planting Spot as is practicable;
2. Where possible, the planting hole shall be located near stumps, logs, dead brush, or other dead shade to provide protection from animal damage, winds, and solar radiation; and
3. The planting hole shall be vertical, broken out on three sides, and shall be wide and deep enough to fully accommodate the roots of the Seedling being planted.

**D. Seedling Placement in Planting Hole**

Seedling placement in the planting hole shall be as follows:

1. All Seedlings shall be suspended near the center of the planting hole with the roots in a near natural arrangement;
2. Seedlings shall be at a depth that after filling, packing and leveling, the soil comes to a point midway between the top lateral roots and the lowest needles or branches;
3. The roots shall not be doubled up, twisted, tangled, or bunched;
4. Moist mineral soil shall be filled in and firmly packed around roots. The Seedling should not pull loose after a firm tug on the main stem; and
5. The planted Seedling shall have the main stem and roots vertical and free to grow.

**B-10 Seedling Waste by Contractor**

Wasted Seedlings are those that have been dumped, dropped, discarded, mishandled, damaged, or otherwise wasted by Contract. Wasted Seedlings shall be considered a breach of contract. See Clause A-23, above.

## **B-11 Special Planting Requirements**

### **A. Western Red Cedar in Microsites**

Contractor shall plant all western red cedar (RC) Seedlings in Microsites. A 'Microsite' is defined as a Planting Spot having slash or dead brush adjacent to two (2) sides of the Seedling, that is at least two (2) vertical feet above the ground line, and within two (2) horizontal feet from the planted Seedling.

RC are not subject to the Minimum Spacing listed above in Section I-B-07 (D), and can be planted within four (4) feet of another RC and within six (6) feet of any other Seedling species.

Where suitable Microsites are available, any RC planted outside a suitable Microsite will not be considered a satisfactorily planted Seedling.

Where no Microsites are available, RC shall be planted evenly mixed with any other planted species across the planting area, unless otherwise indicated in Section II-A: Unit Description.

### **B. Starting Date for Work**

Contractor shall begin Work on **January 7, 2015**, unless alternative plans are approved by the Contract Manager, or the Compliance Forester anticipates Seedling supply issues (Clause B-03) or unfavorable weather conditions (Clause B-05).

### **C. Additional Holidays – Work Not Guaranteed**

No work will occur on Martin Luther King's Birthday, Monday, January 19<sup>th</sup>, 2015 and President's Day, Monday, February 16, 2015.

# SECTION I-C: UNIT COMPLIANCE INSPECTION AND PAYMENT

## C-01 Field Inspections

The Compliance Forester will conduct periodic inspections. Inspections may be done concurrently with Work but will be completed no later than five (5) business days after Work completion on the Unit.

## C-02 Inspection Plots

The Compliance Forester will install Inspection Plots to assess whether Seedlings have been Satisfactorily Planted (Clause B-09) and meet all Special Planting Requirements (Clause B-11, if applicable), according to the spacing and species requirements listed in the Unit Description (Section II-A). Inspection Plots shall be circular and be one fiftieth (1/50<sup>th</sup>) acre in size (16.7 foot radius). There will be a minimum sample of five (5) plots, or two (2) plots for every five (5) acres of Unit, whichever is greater. The Inspection Plots will be well distributed throughout the Unit. The Compliance Forester will record the number of Planting Spots, Seedlings Planted, Satisfactorily Planted Seedlings, Dropped or Wasted Seedlings, and make written comments for each Inspection Plot as described below. In addition to making observations about planted Seedlings, the Compliance Forester may dig up one or more planted Seedlings per Inspection Plot to determine if Seedlings are Satisfactorily Planted.

### A. Planting Spots

The number (#) of Planting Spots will be calculated for each Inspection Plot as follows:

$$\# \text{ of Planting Spots} = \# \text{ of Expected Planting Spots} - \# \text{ of Unplatable Spots}$$

1. The number of 'Expected Planting Spots' is calculated for each Inspection Plot by dividing the Total Seedlings per Acre (from the Unit Description, Section II-A) by 50 and rounding to the nearest whole number.
2. The number of Unplatable Spots (Clause B-09-B) is calculated for each Inspection Plot by visually estimating the percentage of the area of the Plot that is Unplatable, multiplying it by the number of Expected Planting Spots, and rounding to the nearest whole number.

**Example:** Total Seedlings per Acre = 400 and 25% of the Inspection Plot is Unplatable.

The number of Expected Planting Spots is:	$400 / 50 =$	8
The number of Unplatable Spots is:	$25\% \times 8 =$	2
The number of Planting Spots is:	$8 - 2 =$	6

### B. Seedlings Planted

'Seedlings Planted' is the number of Contractor-planted Seedlings within the Inspection Plot, including both Seedlings that are Satisfactorily Planted and those that are not. Although this number is not used in the Seedling Planting Performance Rating (Clause C-03), it may be used by the Compliance Forester to demonstrate examples of Unsatisfactorily Planted Seedlings to the Contractor, when the number of Seedlings Planted is greater than the number of Satisfactorily Planted Seedlings.

The maximum number of seedlings planted per inspection plot shall not exceed 9 when the Total Seedlings per Acre is 350, and 10 when the total Seedlings per Acre is 400.

**C. Satisfactorily Planted Seedlings**

The number of Satisfactorily Planted Seedlings is the number of Contractor-planted Seedlings within the Inspection Plot that meet all applicable specifications of Clause B-09, Clause B-11, and the Unit Description (Section II-A). This number will be less than or equal to the number of Seedlings Planted because Seedlings that are not Satisfactorily Planted will be deducted. Examples of Seedlings that will not be counted include, but are not limited to, those that have been planted: closer than the Minimum Spacing (Clause B-07-D); without proper Preparation, Clearing, or Scalping of the Planting Spot (Clause B-09-A); or in Unplantable Spots (Clause B-09-B). In addition, planted Seedlings will not be counted if the planting hole has been improperly located or excavated (Clause B-09-C), or if the seedling placement in the hole is inadequate because the roots are damaged or bent, the Seedling is buried too deep, or the soil is not packed firmly around the roots (Clause B-09-D).

**D. Wasted Seedlings**

The Compliance Forester will record the combined number of Wasted Seedlings (as defined in Clause B-10) found on the Unit. Such Seedlings can be on individual Inspection Plots, elsewhere in the Unit, or where Seedlings are unloaded prior to planting. Wasted Seedlings include those that are damaged by the Contractor to the extent that they cannot be planted or replanted, due to Contractor's failure to meet the requirements for transportation and handling (Clause B-06), Satisfactorily Planted Seedlings (Clause B-09), or other Special Planting Requirements (Clause B-11, if applicable).

**C-03 Seedling Planting Performance Rating**

The Compliance Forester will calculate the 'Seedling Planting Performance Rating' for each Unit. The Seedling Planting Performance Rating will be expressed as a percent and will be calculated using the sum (or aggregate) of all Inspection Plots in a Unit. The total of all recorded values for Satisfactorily Planted Seedlings (Clause C-02-C), divided by the total of all recorded values for Planting Spots (Clause C-02-A), multiplied by one hundred (100), equals the Seedling Planting Performance Rating percent:

$$\frac{\text{Total Satisfactorily Planted Seedlings}}{\text{Total Planting Spots}} \times 100 = \text{Seedling Planting Performance Rating \%}$$

**C-04 Determination of Payment by Unit**

The acceptability and the Rate of Pay for planting Work performed will be based on the Seedling Planting Performance Rating (Clause C-03) for each Unit.

**A. Satisfactory Planting Performance**

'Satisfactory Planting Performance' on the Unit is when the Seedling Planting Performance Rating is between 92 percent and 105 percent.

**B. Unsatisfactory Planting Performance**

'Unsatisfactory Planting Performance' on the Unit is when the Seedling Planting Performance Rating is greater than 105 percent or less than 92 percent, or the Unit is not planted to boundaries.

**C. Rate of Pay**

The 'Rate of Pay' is the actual amount (in dollars) that the Contractor will be paid per acre for each Unit..

1. The Rate of Pay is equal to the Unit Bid Price for Units with Satisfactory Planting Performance.
2. The Rate of Pay is the Unit Bid Price minus any reductions in payment (Clause C-04-D) for Units with Unsatisfactory Planting Performance.
3. The Rate of Pay will not exceed the Unit Bid Price for any Unit.

**D. Reduction in Payment**

The reduction in payment for Unsatisfactory Planting Performance on a Unit will be calculated for the Unit as follows:

1. If the Seedling Planting Performance Rating is less than 92 percent but equal to or greater than 80 percent, the Rate of Pay will be equal to the Unit Bid Price reduced by 3 percent for every 1 percent the Seedling Planting Performance Rating is less than 92 percent.
2. If the Seedling Planting Performance Rating is less than 80 percent, or if the Unit is not planted to boundaries, there will be no payment.
3. If the Seedling Planting Performance Rating is greater than 105 percent, the Rate of Pay will be equal to the Unit Bid Price reduced by 3 percent for every 1 percent the Seedling Planting Performance Rating is above 105 percent.
4. The Contract Manager will deduct from Contractor's payment three dollars (\$3) per Seedling found Wasted by Contractor (Clause C-02-D).

**C-05 Payment Examples**

**Example A:** The Unit Bid Price is \$40 per acre and the Seedling Planting Performance Rating is 87 percent.

The Seedling Planting Performance Rating of 87 percent is 5 percentage points less than the 92 percent minimum performance threshold. A 3 percent reduction for each of the percentage points below that threshold equals a total reduction in the Unit Bid Price of 15 percent. Therefore, 100 percent minus 15 percent equals 85 percent. The Rate of Pay for the Unit is calculated by multiplying 85 percent by \$40/acre = \$34.00/acre.

**Example B:** The Unit Bid Price is \$65 per acre and the Seedling Planting Performance Rating is 107 percent.

The Seedling Planting Performance Rating of 107 percent is 2 percentage points greater than the 105 percent maximum performance threshold. A 3 percent reduction for each of the percentage points above that threshold equals a total reduction in the Unit Bid Price of 6 percent. Therefore, 100 percent minus 6 percent equals 94 percent. The Rate of Pay for the Unit is calculated by multiplying 94 percent X \$65/acre = \$61.10/acre.

### **C-07 Re-work of Unsatisfactory Units**

The Compliance Forester may require Contractor to re-work a Unit that has an Unsatisfactory Seedling Planting Performance Rating (Clause C-03). The Compliance Forester may require the re-work to be completed prior to starting Work on a new Unit. The Compliance Forester will take new Inspection Plots and calculate a new Seedling Planting Performance Rating for re-worked Units, which will replace the previous Seedling Planting Performance Rating.

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

The Compliance Forester is not required to give Contractor the opportunity to re-work Unit(s) with Unsatisfactory Seedling Planting Performance Ratings (Clause C-03). In some cases, DNR may not have the additional staff needed to perform contract compliance for such re-work, and Contractor's overall performance on this contract may indicate that Contractor will be unable to improve the quality of Work enough to justify the additional time and expense of re-working Unit(s). In these cases, the Compliance Forester may choose to simply calculate the correct reduction in payment in accordance with Clause C-04-D and allow Contractor to continue Work on other Unit(s).

### **C-08 Payment Schedule**

The default payment schedule will be one monthly payment to Contractor, following completion of each full calendar month, unless otherwise approved by Contract Manager. If a different schedule is requested by either party, it will be agreed upon during the Pre-Work Conference (Clause A-19) and will be set forth in the Work schedule. Payment shall be made as follows:

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

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

#### **B. Partial Payment**

Contractor may request partial payment when part of a Unit is completed.

#### **C. Unit Completion Form**

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

#### **D. Verification Traverse**

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

## SECTION II-A: UNIT DESCRIPTION – CONTRACT 1543

Unit #	FMU #	Unit Name	Acres to Treat	Total Seedlings per Acre	Average Spacing (feet)	Seedling Species	Stock Type	Seedlings per Acre by Species	Total Trees by Species	Legal Description	Elevation	Additional Information and Requirements
1	78472 83463	COYLE RETREAT U1	55	350	11.2	DF	P+1	250	13,750	T28N R1W S21	600	Locked gate – AA1 Key
						RC	P+1	100	5,500			
2	77922	COYLE RETREAT U7	18	350	11.2	DF	P+1	250	4,500	T27N R1W S35	400	Locked gate – AA1 Key
						RC	P+1	100	1,800			
3	87272	SIEVE TEST U4	9	400	10.4	DF	P+1	300	2,700	T29N R3W S14	1,400	Combination Keypunch on Gate 7889
						RC	P+1	100	900			
4	86722	NORTH TEXAS BD U2	5	400	10.4	DF	P+1	300	1,500	T29N R4W S17	1,500	Locked gate – AA1 Key
						RC	P+1	100	500			
5	22904	SOUTHWEST TEXAS U1	13	400	10.4	DF	P+1	300	3,900	T29N R4W S17	1,700	Partial Unit Locked gate – AA1 Key
						RC	P+1	100	1,300			
6	79372	SOUTHWEST TEXAS U3	8	400	10.4	DF	P+1	300	2,400	T29N R4W S17	1,800	Partial Unit Locked gate – AA1 Key
						RC	P+1	100	800			
7	79373	SOUTHWEST TEXAS U4	21	400	10.4	DF	P+1	300	6,300	T29N R4W S17	1,800	1000' Walk-in Locked gate – AA1 Key
						RC	P+1	100	2,100			
8	64011	EMERY PEDERSON U5	77	400	10.4	DF	P+1	350	26,950	T29N R5W S1 T30N R5W S36	1,000	
						RC	P+1	50	3,850			
9	20644	PINK ELEPHANT U2	30	400	10.4	DF	P+1	300	9,000	T30N R9W S6	900	
						RC	P+1	100	3,000			
10	74940	PINK ELEPHANT U5	92	400	10.4	DF	P+1	300	27,600	T30N R9W S6	1,200	Locked gate – AA1 Key
						RC	P+1	100	9,200			
11	81543	PINK ELEPHANT U6	26	400	10.4	DF	P+1	300	7,800	T30N R9W S6	800	Locked gate – AA1 Key
						RC	P+1	100	2,600			

## **Unit Maps**

# Contract #1543 Unit Map

Tree Planting

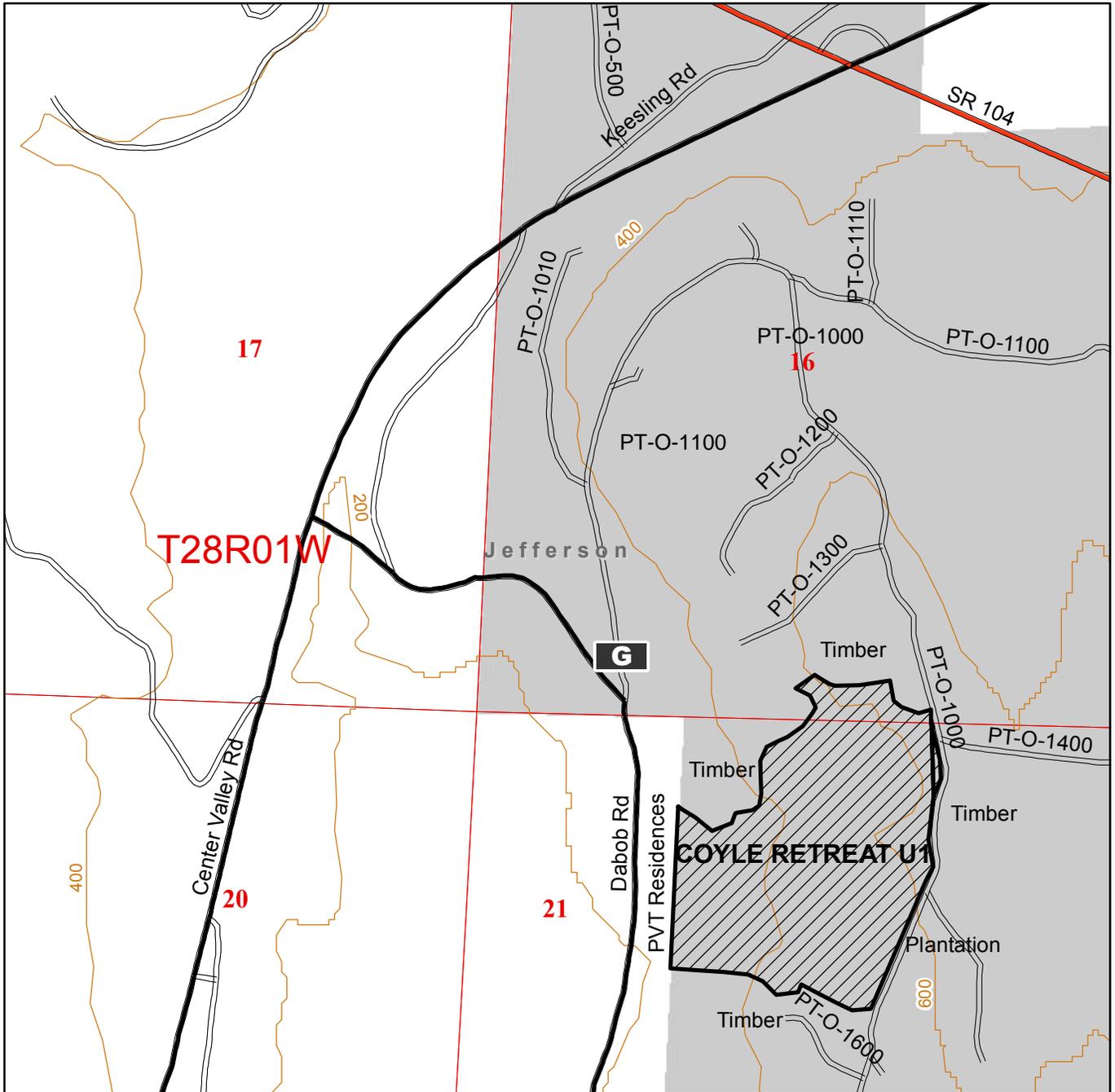
Jefferson County

DNR Olympic Region, Straits District

Unit No: 1

Coyle Retreat U1

Treatment Acres: 55



## Legend

-  Planting Treatment Area
-  Public Land Survey Sections
-  DNR Managed Lands
-  Roads

-  Gate
-  Blocked Road
-  Hwy Mileage Marker
-  Pink Flagline



1:12,000 Scale  
200' Contours

# Contract #1543 Unit Map

Tree Planting

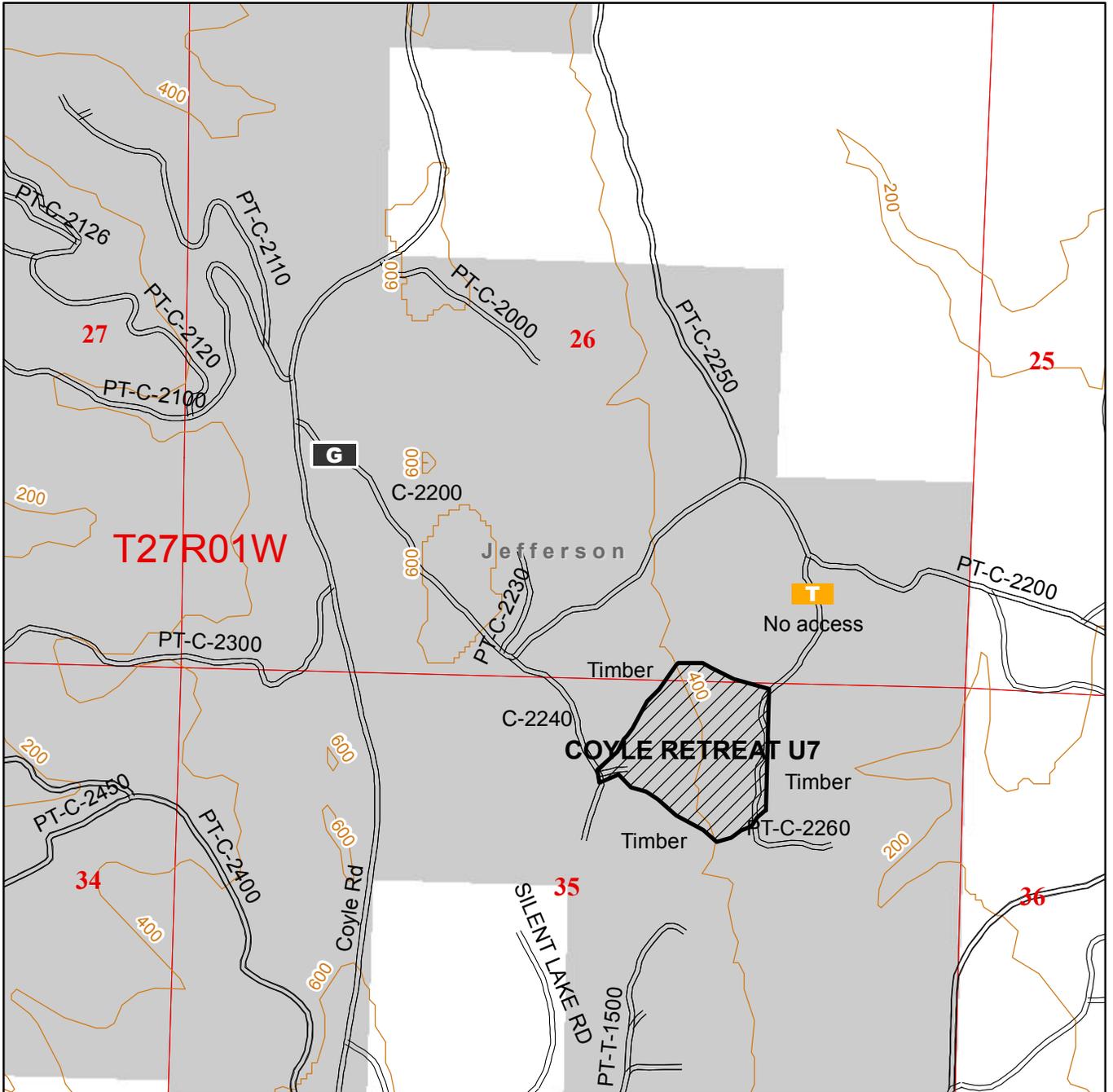
Jefferson County

DNR Olympic Region, Straits District

Unit No: 2

Coyle Retreat U7

Treatment Acres: 18



## Legend

-  Planting Treatment Area
-  Public Land Survey Sections
-  DNR Managed Lands
-  Roads

-  Gate
-  Blocked Road
-  Hwy Mileage Marker
-  Pink Flagline

1:12,000 Scale  
200' Contours



# Contract #1543 Unit Map

Tree Planting

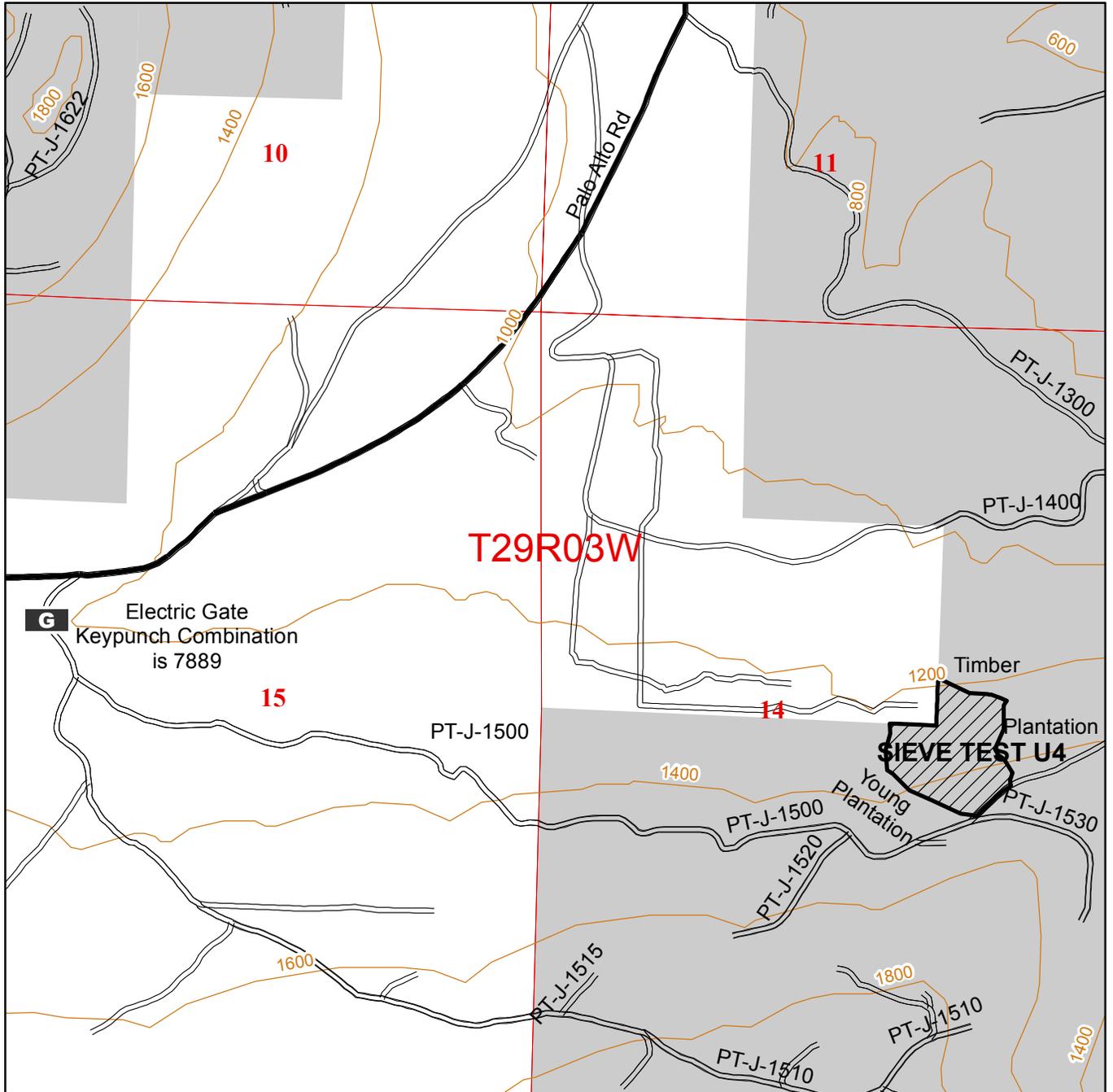
Clallam County

DNR Olympic Region, Straits District

Unit No: 3

Sieve Test U4

Treatment Acres: 9



## Legend

-  Planting Treatment Area
-  Public Land Survey Sections
-  DNR Managed Lands
-  Roads

-  Gate
-  Blocked Road
-  Hwy Mileage Marker



1:12,000 Scale  
200' Contours

# Contract #1543 Unit Map

Tree Planting

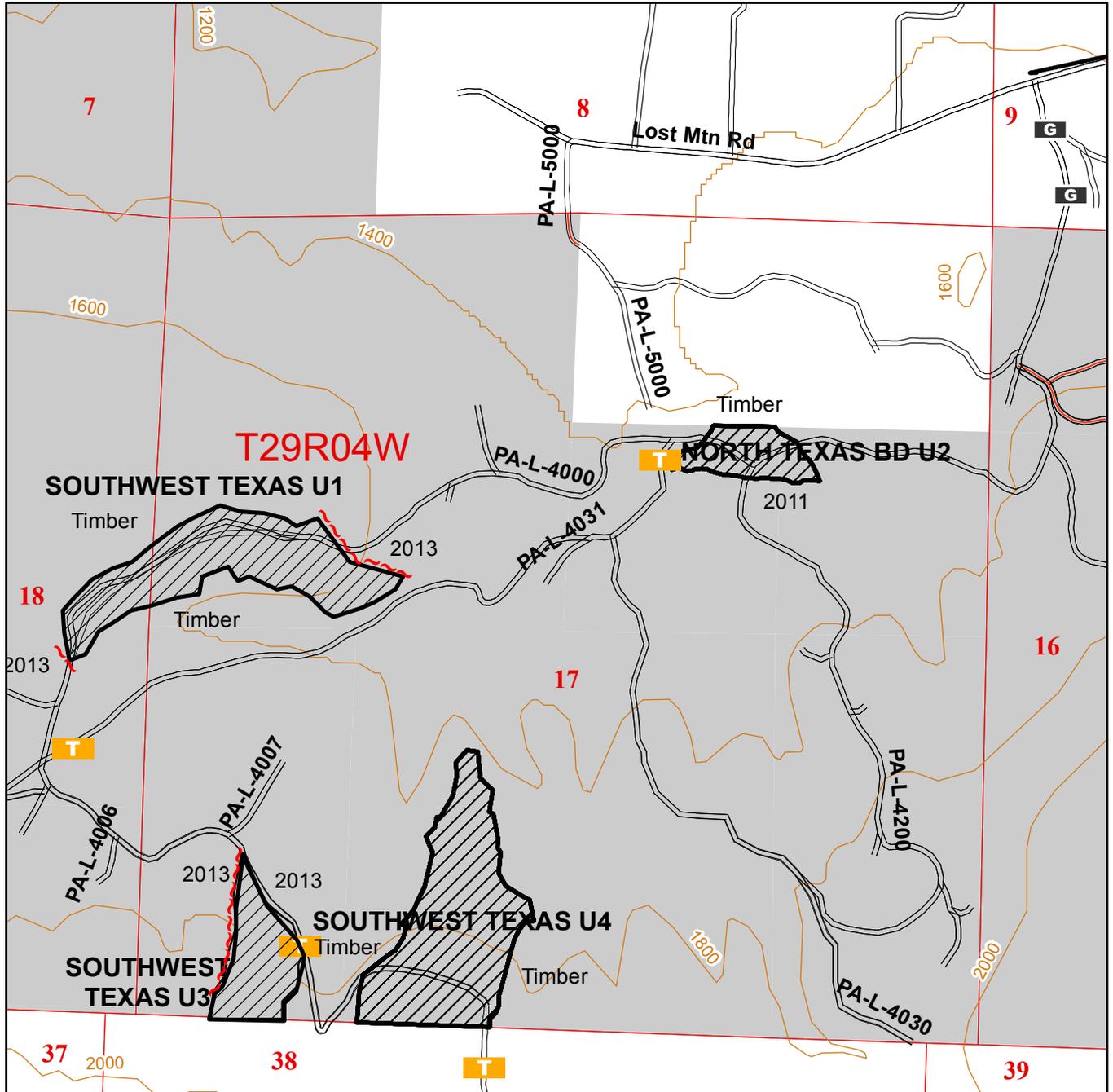
Clallam County

DNR Olympic Region, Straits District

Unit No: 4, 5, 6, & 7

North Texas BD U2, Southwest Texas U1, U3, & U4

Treatment Acres: 5, 13, 8, 21



## Legend

-  Planting Treatment Area
-  Public Land Survey Sections
-  DNR Managed Lands
-  Roads

-  Gate
-  Blocked Road
-  Hwy Mileage Marker
-  Pink Flagline

1:12,000 Scale  
200' Contours

# Contract #1543 Unit Map

Tree Planting

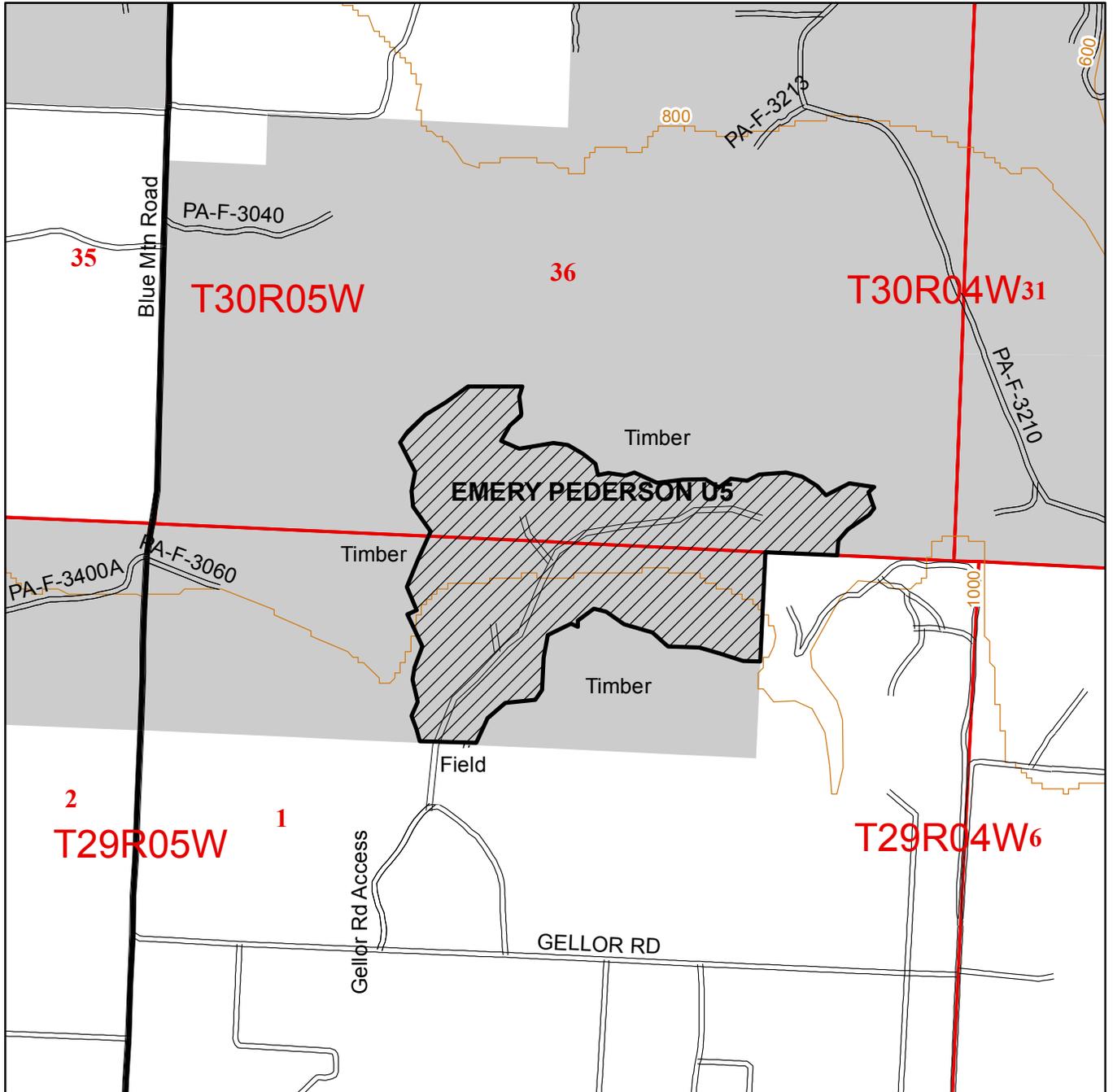
Clallam County

DNR Olympic Region, Straits District

Unit No: 8

Emery Pederson U5

Treatment Acres: 77



## Legend

-  Planting Treatment Area
-  Public Land Survey Sections
-  DNR Managed Lands
-  Roads

-  Gate
-  Blocked Road
-  Hwy Mileage Marker



1:12,000 Scale  
200' Contours

# Contract #1543 Unit Map

Tree Planting

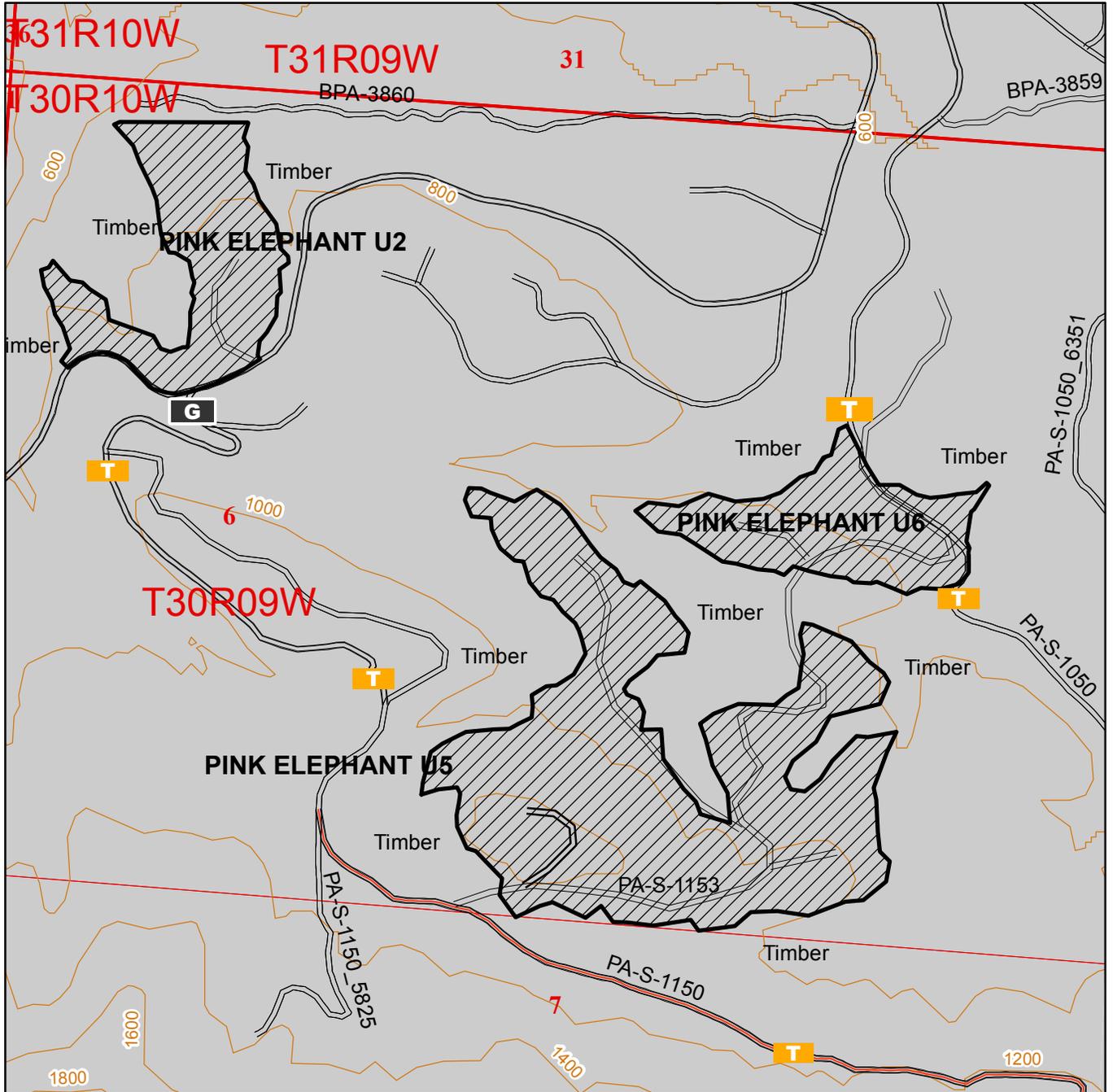
Clallam County

DNR Olympic Region, Straits District

Unit No: 9, 10, & 11

Pink Elephant U2, U5, & U6

Treatment Acres: 30, 92, 26



## Legend

-  Planting Treatment Area
-  Public Land Survey Sections
-  DNR Managed Lands
-  Roads

-  Gate
-  Blocked Road
-  Hwy Mileage Marker



1:12,000 Scale  
200' Contours

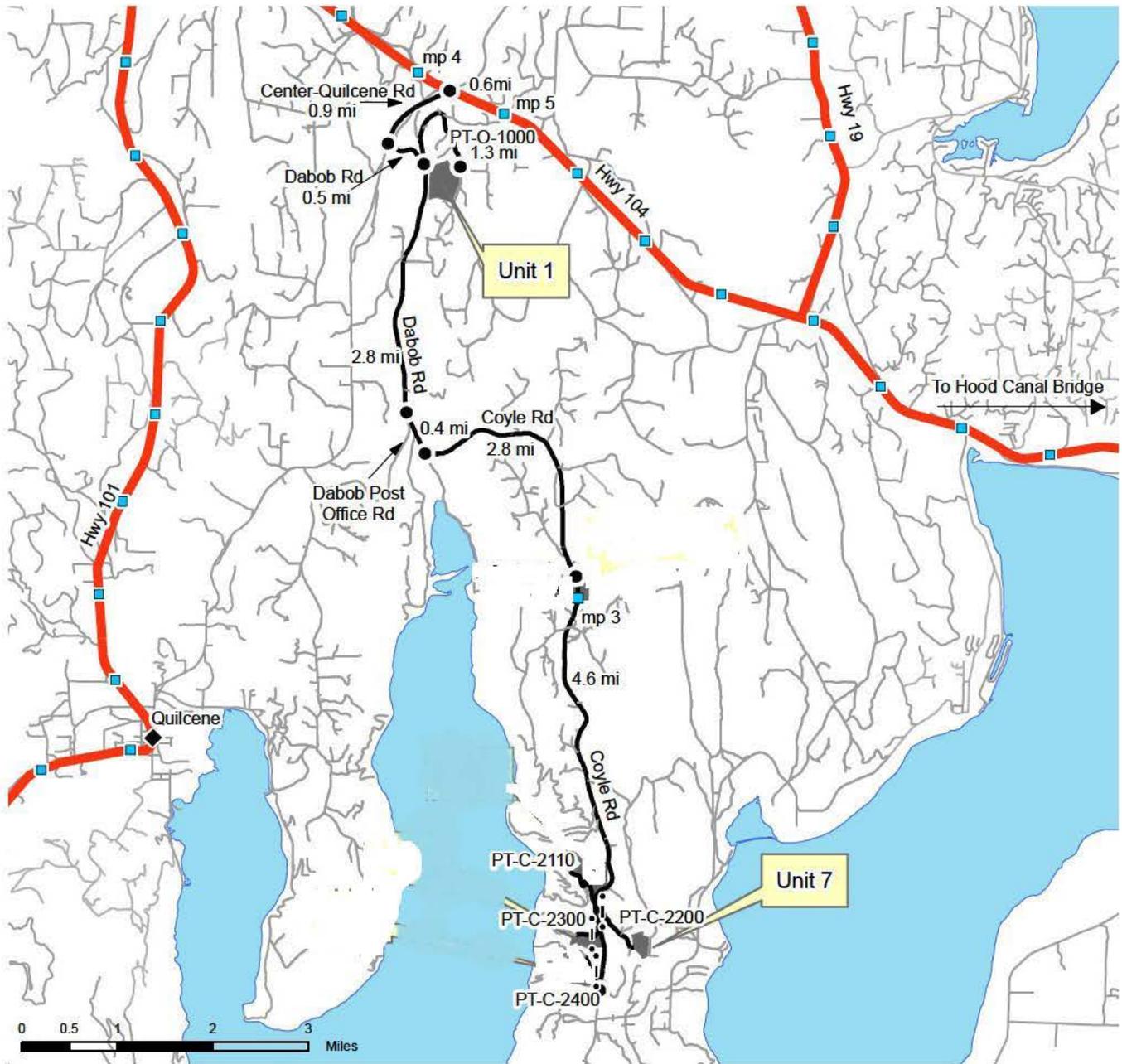
## **Unit Vicinity Maps**

## **Seedling Cooler Location Maps**

# CONTRACT 1543 DRIVING MAP

UNIT NAMES : COYLE RETREAT U1 AND U7  
 CONTRACT UNIT #S: 1 & 2

REGION: Olympic  
 COUNTY(S): Jefferson

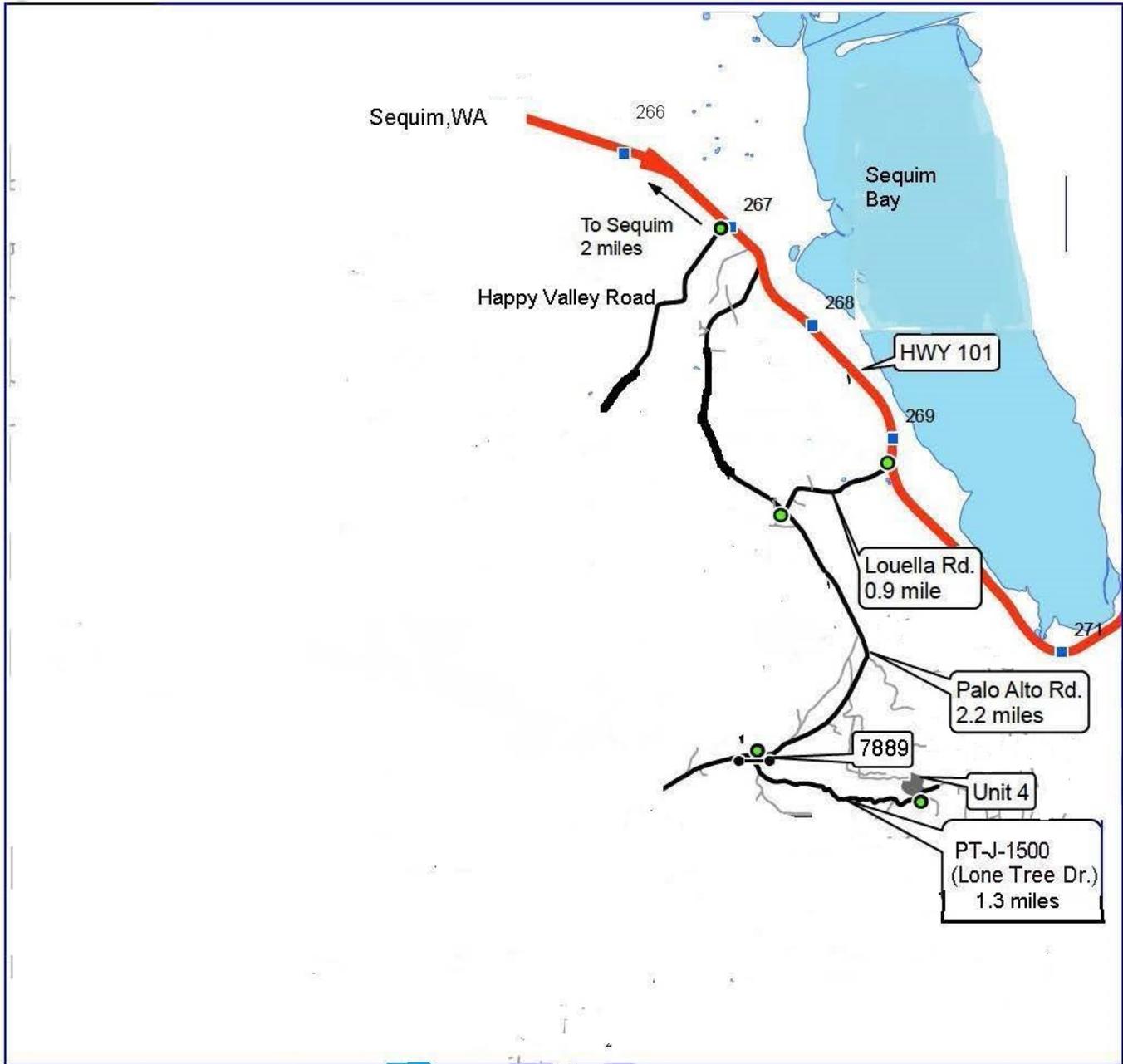


<p><b>Legend</b></p> <ul style="list-style-type: none"> <li>o Milepost Markers</li> <li>• Distance Indicator</li> <li>— Highways</li> </ul>	<p><b>Coyle Retreat U1</b>                  From Highway 104 at milepost 5 travel 0.6 miles west. Exit right and make a right hand turn onto Center-Quilcene Rd heading south. Travel 0.9 miles south. Make a left hand turn onto Dabob Rd and travel 0.5 miles east. Make a left hand turn onto the PT-O-1000, open the gate, then travel 1.3 miles. Coyle Retreat U1 is located on the western side of the PT-O-1000 and indicated on the map as Unit 1.</p> <p><b>Coyle Retreat U7</b>                  From Highway 104 at milepost 5 travel 0.6 miles west. Exit right and make a right hand turn onto Center-Quilcene Rd heading south. Travel 0.9 miles south. Make a left hand turn onto Dabob Rd and travel south for 3.3 miles. Make a slight left hand turn onto Dabob Post Office Rd heading southeast. Travel 0.4 miles. Make a left hand turn onto Coyle Rd heading south. Travel 6.5 miles south down the Coyle Road to the gated PT-C-2200 Road. Travel approximately 0.6 miles southeast down the PT-C-2200 and PT-C-2240 to Coyle Retreat U1 and indicated on the map as Unit 7.</p>
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CONTRACT 1543 DRIVING MAP

UNIT NAME: Sieve Test u4  
 UNIT #: 3  
 TOWNSHIP(S): T29NR3W

REGION: Olympic  
 COUNTY(S): Clallam  
 ELEVATION RGE: 800'- 2400



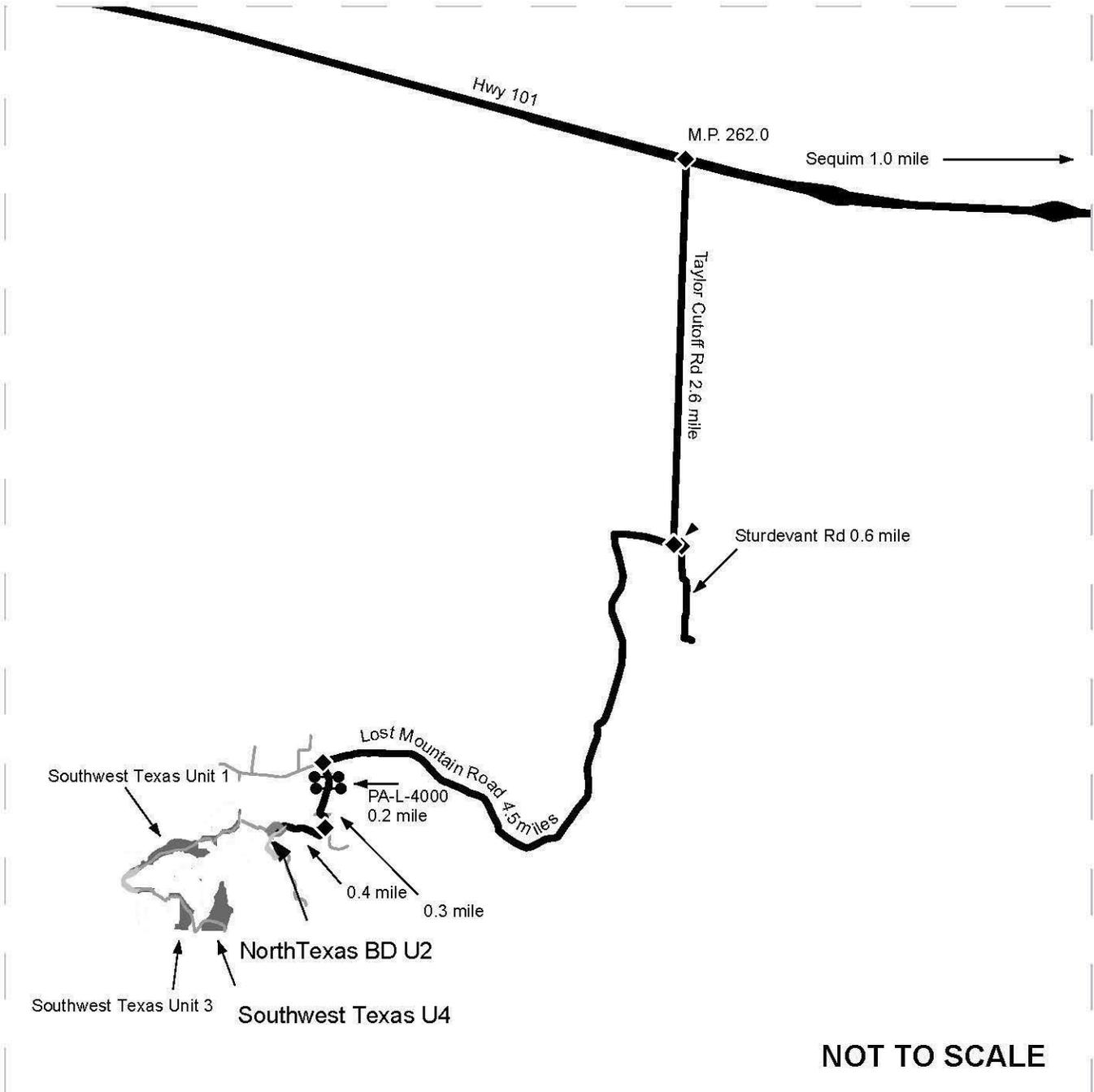
<p><b>Legend</b></p> <ul style="list-style-type: none"> <li><span style="display: inline-block; width: 20px; height: 2px; background-color: black; margin-right: 5px;"></span> Road</li> <li><span style="display: inline-block; width: 20px; height: 2px; background-color: red; margin-right: 5px;"></span> Highway 101</li> <li><span style="display: inline-block; width: 10px; height: 10px; border: 1px solid green; border-radius: 50%; margin-right: 5px;"></span> Distance Indicator</li> <li><span style="display: inline-block; width: 10px; height: 10px; border: 1px solid black; margin-right: 5px;"></span> Gate</li> <li><span style="display: inline-block; width: 15px; height: 15px; background-color: gray; border-radius: 50%; margin-right: 5px;"></span> Planting Unit</li> </ul>	<p><i>Driving Directions.</i></p> <p>Turn west on Louella Road near Highway 101 Milepost 269. Travel 0.9 mile and turn south on Palo Alto Road and go 2.2 miles to Lone Tree Drive (PT-J-1500). After passing through the electronic gate, take the left fork to stay on the PT-J-1500 and travel east 1.3 miles to Sieve Test U4, shown as Unit 4 on this map.</p>
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N

# CONTRACT 1543 DRIVING MAP

**UNIT NAMES:** NORTH TEXAS BD UD, SOUTHWEST TEXAS U1, U3, U4  
**UNIT #S:** 4, 5, 6, & 7

**REGION:** Olympic Region  
**COUNTY(S):** CLALLAM



**NOT TO SCALE**

**Legend**

-  Haul Routes
-  Other Roads
-  Planting Unit
-  Gate

**DRIVING DIRECTIONS:**

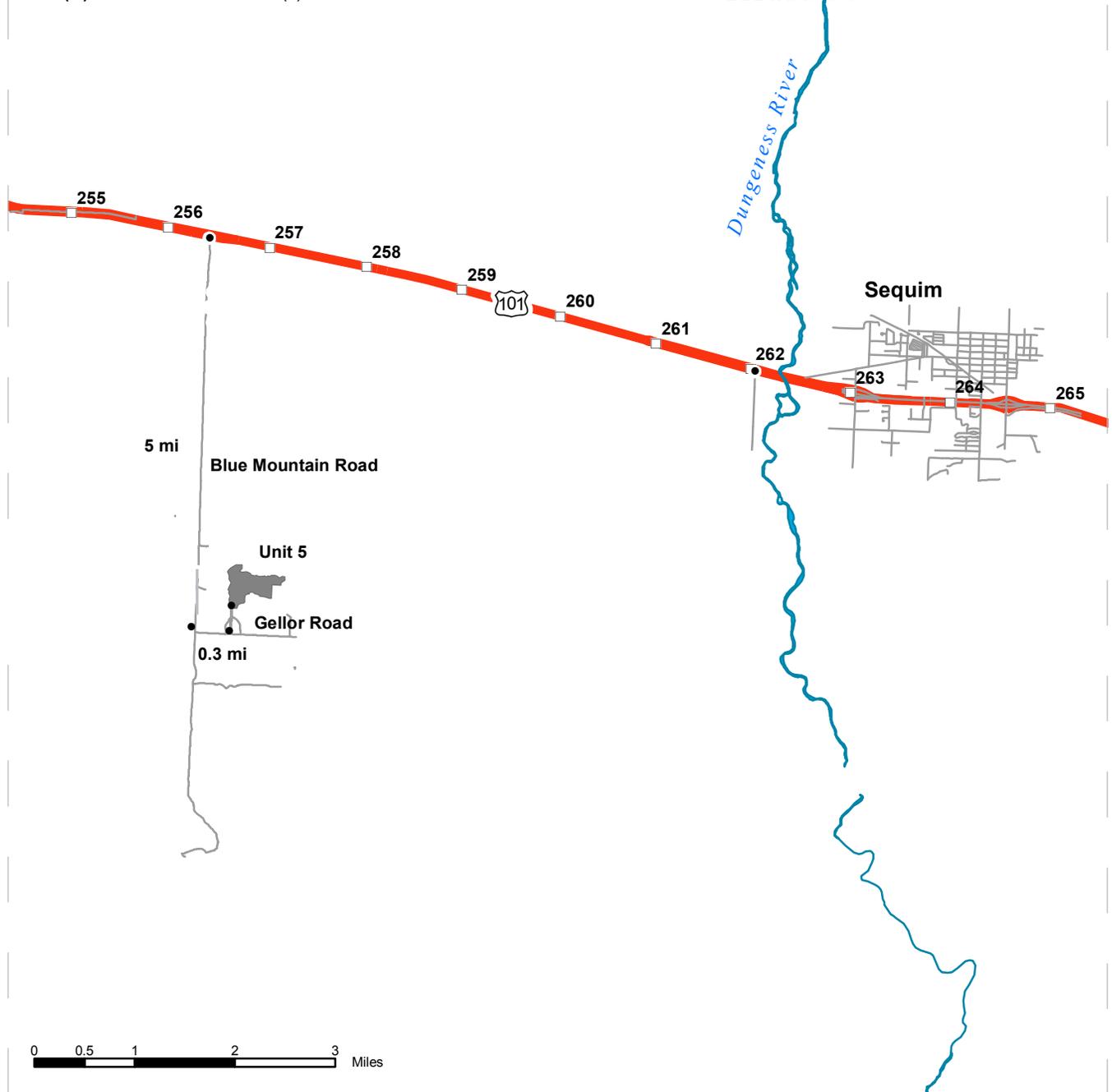
For North Texas BD U2 and Southwest Texas U1, U3, and U4:  
 Take Hwy 101 West from Sequim.  
 Turn Left at M.P. 262.0 onto Taylor Cutoff Rd.  
 Drive 2.6 miles south on Taylor Cutoff Rd. Turn right onto Lost Mountain Rd.  
 Drive 4.5 miles on Lost Mountain Road.  $\nabla$   
 Turn left to PA-L-4000. AA-1 key required for gate. Drive 0.2 miles south to second gate; AA1 key required.  
 Drive 0.3 miles south. Veer right at intersection to stay on PA-L-4000, driving 0.4 miles west to North Texas BD U2.  
 Travel approx 0.7 miles further west to treatment area of Southwest Texas U2. **Unit 1**  
 Drive another 0.8 miles to treatment area of Southwest Texas U3 and blocked road where 1000' walk-in to Southwest Texas U4 begins.



# TREE PLANTING CONTRACT 1543 DRIVING MAP

UNIT NAME: EMERY PEDERSON U5  
 UNIT#: 8  
 TRUST(S): State Forest Transfer(1)

REGION: Olympic  
 COUNTY(S): Clallam  
 ELEVATION: \_\_\_\_\_

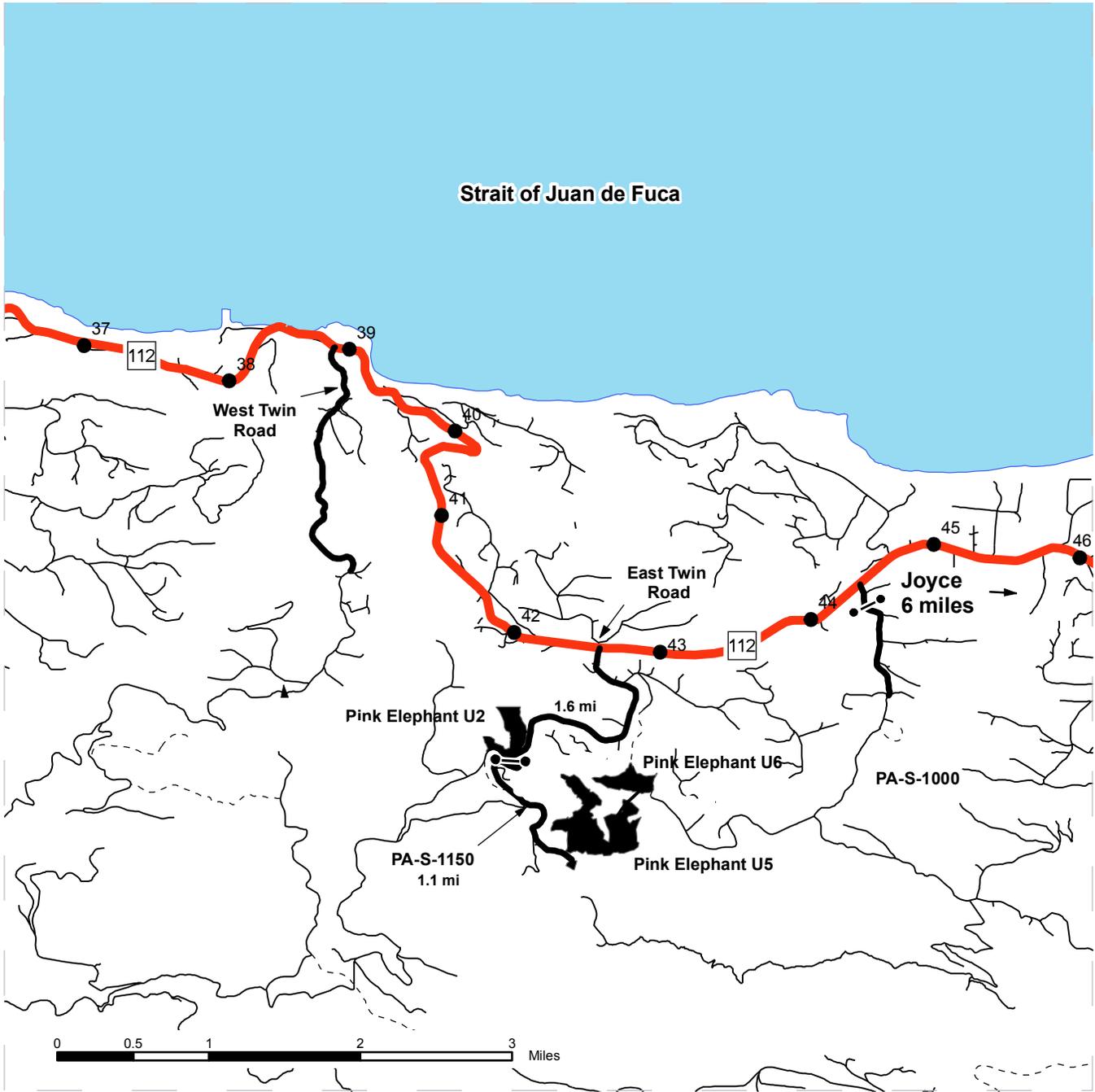


<ul style="list-style-type: none"> <li><span style="display: inline-block; width: 20px; height: 10px; background-color: gray; margin-right: 5px;"></span> Planting Unit</li> <li><span style="display: inline-block; width: 20px; height: 5px; background-color: orange; margin-right: 5px;"></span> Highways Other</li> <li><span style="display: inline-block; width: 20px; border-bottom: 1px solid gray; margin-right: 5px;"></span> Route Haul</li> <li><span style="display: inline-block; width: 20px; border-bottom: 2px solid black; margin-right: 5px;"></span> Route Milepost</li> <li><span style="display: inline-block; width: 10px; height: 10px; border: 1px solid black; margin-right: 5px;"></span> Markers</li> <li><span style="display: inline-block; width: 5px; height: 10px; background-color: black; margin-right: 5px;"></span> Gate</li> </ul>	<p><b>DRIVING DIRECTIONS:</b>                  Emery Pederson U5: From Sequim, drive west on US Highway 101 to milepost 256.4.</p> <p>Turn south (left) on Blue Mountain Road and drive approx 5 miles to the Gellor Road.</p> <p>Turn east (left) on the Gellor Road and drive approx 0.3 miles to a gravel road on the north side of the road.</p> <p>Turn north (left) onto this gravel road and travel due north approximately 0.3 miles into the unit.</p>
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# CONTRACT 1543 DRIVING MAP

**UNIT NAMES:** Pink Elephant U2, U5, U6  
**UNIT #S:** 9, 10, 11)

**REGION:** Olympic  
**COUNTY:** Clallam



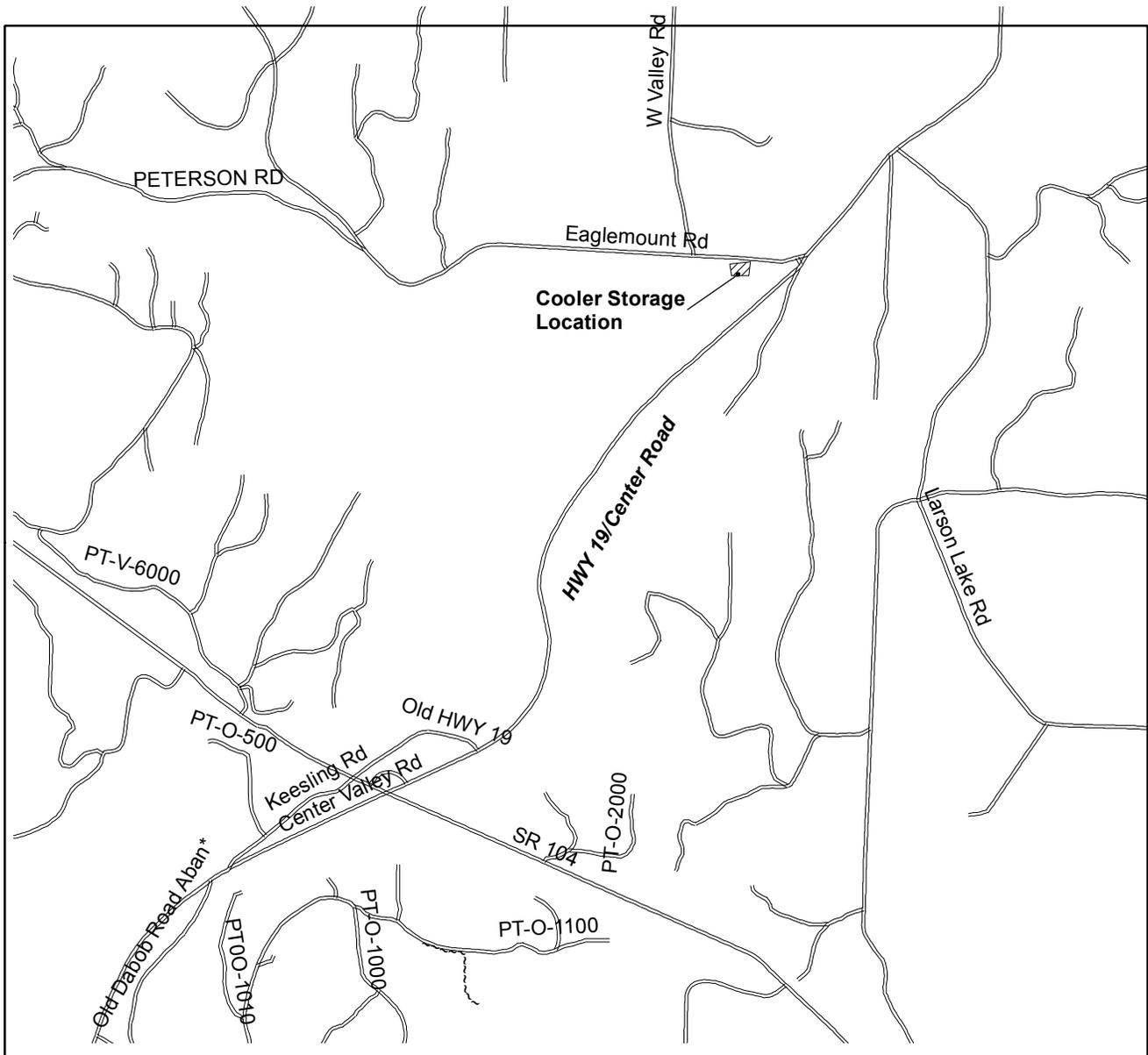
Sale Area	<p><b>Driving Directions:</b>          Pink Elephant U2 - From Joyce drive west on Highway 112 to milepost 42.6 and turn left (south) onto East Twin Road. Drive 1.6 miles to the unit.          Pink Elephant U5 and U6 - Continue on the East Twin Road another 0.1 miles and turn left (southeast) onto the PA-S-1150 road. Go thru gate (AA-1 lock), drive 0.9 miles to Junction of PA-S-1150 and PA-S-1153.          Go left on PA-S-1153 and enter U5 in 0.1 miles. Travel an additional 0.9 miles to enter U6.</p>
Haul Route	
Gate	
Highways	
Forest Roads	
Open Water	

# Map and Directions to Seedling Cooler at DNR Center Work Compound

## TREE PLANTING

DNR Olympic Region, Straits District

Jefferson County



### Driving Directions:

From the Junction of Hwy 104 and Highway 19,  
travel north on Hwy 19 (Center Road)

Travel 1.7 miles, then turn west onto the Eaglemont Road.

Travel 0.1 miles to the DNR compound on the south side of the road.

Address is 5310 Eaglemont Road, Chimicum

### Legend

==== Roads

1 inch = 2,000 feet

**December 4, 2012**

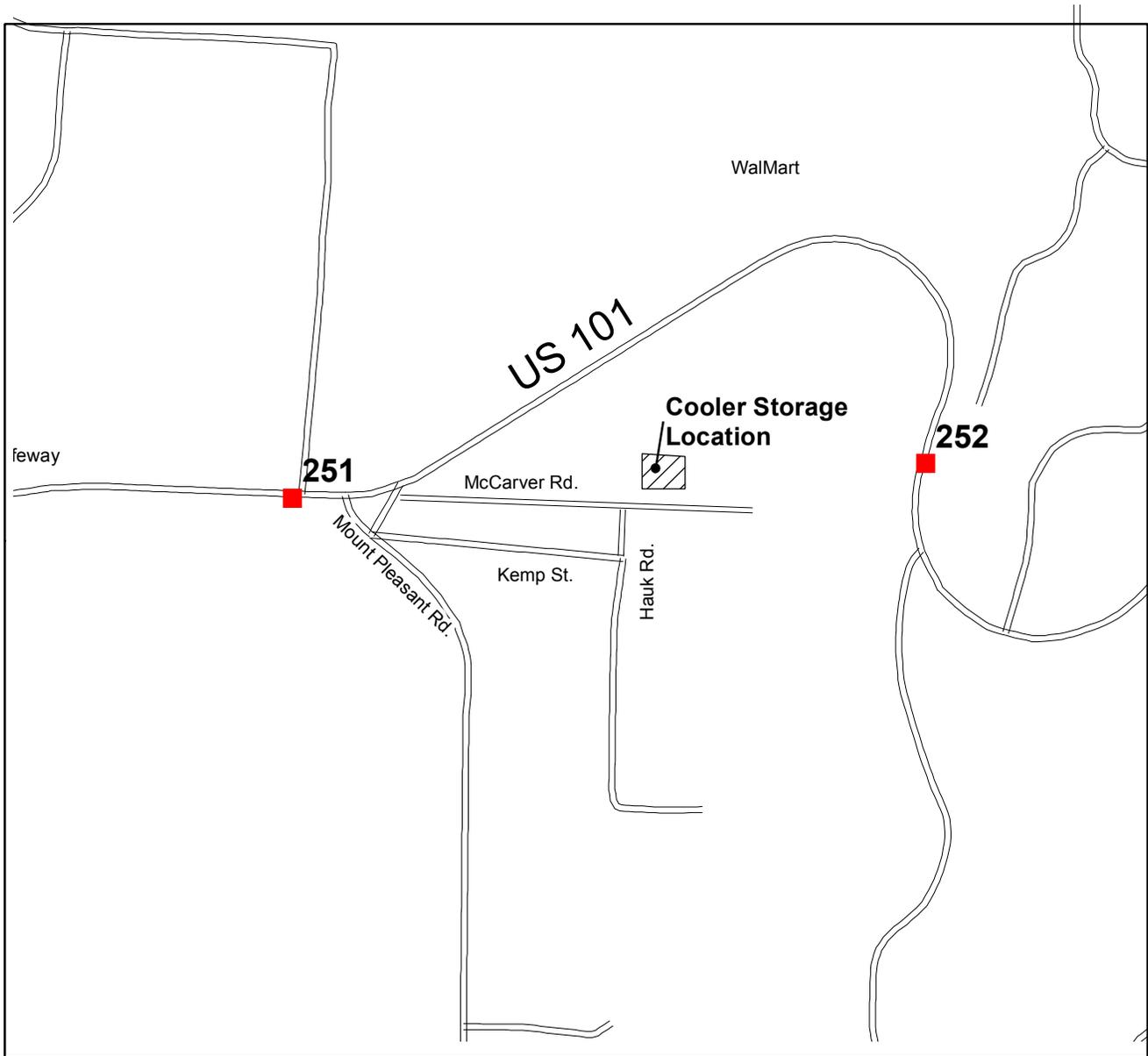


# Map and Directions to Seedling Cooler at DNR Port Angeles Work Center

**TREE PLANTING**

Clallam County

DNR Olympic Region, Straits District



## Driving Directions:

From Mount Pleasant Road, located in east Port Angeles near Hwy 101 Milepost 251, travel SE for 300 feet  
Turn east on Kemp Street and go 0.3 miles to Hawk St.  
Turn north on Hawk Street and go 250 feet to McCarver  
Turn east on McCarver Road and  
Immediately turn north into fenced DNR Compound.  
Address is 311 McCarver Road.

## Legend

- WSDOT - Milepost Markers
- ══ Roads

1 inch = 1,000 feet

**December 5, 2012**



**SECTION III-A: BID FORM**  
**CONTRACT NUMBER #1543**

**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 1543**.

<b>Unit No.</b>	<b>Unit Name</b>	<b>Unit Acres</b>	<b>Bid Unit</b>	<b>Unit Bid Price</b>	<b>Unit Total</b>
1	Coyle Retreat U1	55	Per Acre	\$	\$
2	Coyle Retreat U7	18	Per Acre	\$	\$
3	Sieve Test U4	9	Per Acre	\$	\$
4	North Texas BD U2	5	Per Acre	\$	\$
5	Southwest Texas U1	13	Per Acre	\$	\$
6	Southwest Texas U3	8	Per Acre	\$	\$
7	Southwest Texas U4	21	Per Acre	\$	\$
8	Emery Pederson U5	77	Per Acre	\$	\$
9	Pink Elephant U2	30	Per Acre	\$	\$
10	Pink Elephant U5	92	Per Acre	\$	\$
11	Pink Elephant U6	26	Per Acre	\$	\$
				<b>Total Contract Price:</b>	\$

Bidder's Information:

**Printed Name:** \_\_\_\_\_

**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: 1543  
(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 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 1543. 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 #1543, is hereby awarded to \_\_\_\_\_.

State of Washington,  
Department of Natural Resources

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

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

Susan K. Trettevik  
Olympic Region Manager

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