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

INVITATION TO BID:
TREE PLANTING & HERBICIDE APPLICATION CONTRACT

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

Draft contract is attached to this invitation.

Contract #	# Acres	# Units	Location
1610	1,031	8	Okanogan County

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 10:00 a.m. on Wednesday, February 24, 2016.

Questions pertaining to this Invitation to Bid can be answered by contacting Phil Anderson at (509) 684-7474. 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 contract);
3) Solicitation to Offer (Section III-C of the 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:	Loren Torgerson, Region Manager c/o Phil Anderson Washington State Department of Natural Resources Northeast Region 225 S. Silke Road Colville, WA 99114
Upper left corner:	Bidder's Name Bidder's Address
Lower left corner:	Tree Planting – "Sealed Bid" Invitation to Bid on Contract Number: 1610

Bid Form Requirements

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

1) Bids should include all costs related to the completion of the Work.

2) A Unit Bid Price and a Unit Total must be entered for all of the Units in the contract. All Unit Totals for the contract must be summed and entered as the Contract Price. In the event of a difference between the sum of all Unit Totals and the Contract Price, the individual Unit Totals shall prevail.

3) All Bid Forms (Section IV-A) must be signed in ink. If the bid is made by a corporation, it shall be signed by the corporation's authorized designee. Incomplete or unsigned bids may be rejected.

Offer to Contract

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

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

Bid Deposit

A bid deposit of ONE THOUSAND DOLLARS ($1,000) is required. This deposit is for the purpose of assuring the DNR that the bidder will accept award of any contract on which the bidder is the lowest responsible bidder.

The bid deposit must be in the form of certified check made payable to the Washington State Department of Natural Resources and include a reference to the contract number. The bid deposit must be delivered to the DNR's Region Office with the delivery of the bid.

The bid deposit of a bidder awarded the contract will be released when the performance/damage deposit has been approved, or the bid deposit may be converted to apply to part or all of the required performance/damage deposits after contract award.

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

Bidder Insurance

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

The following insurance companies are currently being liquidated by the state of Illinois because of insolvency. They are:

- Lumbermen's Mutual Casualty Company
- American Manufacturers Mutual Insurance Company
- American Motorists Insurance Company

DNR will not accept Certificates of Coverage issued by these insurers. Bidders will need to secure other insurance and provide the Certificate of Coverage prior to award.

Bid Opening

At the time and date specified in the bid delivery clause above, all bids will be opened and read aloud. Individuals who wish to request special accommodations for the bid opening (e.g., sign language, interpreters, Braille, etc.) should contact the Northeast Region office ten (10) working days prior to the scheduled bid opening.

Withdrawal of Bid

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

Rejection of Bids

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

Lowest Responsible Bidder

Award of the contract shall be to the lowest responsible bidder as determined by the DNR. In determining the lowest responsible bidder, in addition to price, the following may be considered: (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; and; (e) the bidder's previous and

current compliance with all laws. The DNR's determination that a bidder is not qualified may result in rejection of the bid submitted.

Any bidder who, within the last two years of the start date of this contract, 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, or herbicide application, since the time of the aforementioned 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 a copy of the executed contract to the successful bidder within fifteen (15) business days of bid opening.

Conditions on Award

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

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

Right to Amend Invitation to Bid

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

Registration with the Office of Financial Management

Payments on this Invitation to Bid can only be paid out to contractors who are registered with the Office of Financial Management (OFM) http://www.ofm.wa.gov/isd/vendors.asp.
Please follow the link for instructions on how to register, or contact OFM at:

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

Special Remarks

Term of contract: Monday, March 21, 2016 to Friday, May 13, 2016.
Location of seedlings: Seedlings will be situated at the South Okanogan District Office, 102 Airport Way, Omak, WA.
Logistical details: Questions pertaining to access, easement use, gates, treatment units and other logistical details can be answered by contacting Jake Townsend at (509) 429-0545. Oral explanations, interpretation, or instructions given before the award will not be binding.

This contract will require the use of backpack sprayers equipped with MeterJet calibrated spray attachments and solid cone nozzles. All bidders will be required to submit proof that they have backpack sprayers equipped with MeterJet calibrated spray attachments equipped and solid cone nozzles prior to contract award.

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

Northeast Region

Contract Number #1610
South Okanogan Planting & Herbicide Spot Application

Contract Digest: TREE PLANTING AND HERBICIDE SPOT APPLICATION

- Definitions

SECTION I – CONTRACT CLAUSES

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

SECTION II – MAPS AND UNIT INFORMATION

A. Unit Descriptions
B. Unit Maps
C. Vicinity Map
D. Map and Directions to Seedling Cooler

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 1000 Seedlings, 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, except, the Region Manager may modify or cancel this contract pursuant to A-07 without a writing signed by the Contractor.

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

Contractor agrees to comply with the terms and conditions of any easements or road use permits for roads associated with this project.

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. Any modification or cancellation of this contract by the Region Manager under this section does not require consent of the Contractor or a writing signed by the Contractor.

A-08 Attachments

The following attached documents are hereby incorporated by reference:

A. Work Schedule: March 14, 2015 to May 13, 2015; Monday – Friday unless otherwise approved by contract administrator.
B. List of Nearby Medical Facilities
C. Pre-Work Conference Notes
D. DNR Pesticide Application Form, or WSDA Pesticide Application Record (Version 3)

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 polices to DNR. The certificate of insurance shall reference the State of Washington, Department of Natural Resources, and the contract number.

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

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

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

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

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

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

A. Commercial General Liability (CGL) Insurance: Contractor shall maintain general liability (CGL) insurance covering claims for bodily injury, personal injury, or property damage arising on the property and/or out of Contractor's operations and, if necessary, commercial umbrella insurance with a limit of not less than $1,000,000 per each occurrence.

If such CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit.

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

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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: AF = Supalpine fir; AS = Quaking aspen; BC = Black cottonwood; DF = Douglas-fir; GF = Grand fir; LP = lodgepole pine; MA = Big-leaf maple; MH = Mountain hemlock; NF = Noble fir; PP = Ponderosa pine; RA = Red alder; RC = Western redcedar; SF = Pacific silver fir; SS = Sitka spruce; WH = Western hemlock; WL = Western larch; WO = Willow; WP = Western white pine; YC = Alaska yellow cedar.

A-33 Term of Contract

The term of this contract is from March 14, 2016 to May 13, 2016. 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 15 workers, and a maximum crew size of 30 workers, unless otherwise approved by the Compliance Forester;

B. The maximum acceptable ratio of tree planters to chemical applicators shall be 2 planters to one chemical applicator.

C. 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;

D. A licensed Commercial Operator or Applicator in the work area when herbicide is being applied.

E. 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;

F. Additional transportation for all workers, equipment, and materials to the Units.

G. Serviceable equipment to satisfactorily accomplish treatment of acres described in the Unit Description. Said equipment shall include backpack sprayers equipped with MeterJet calibrated spray attachments equipped with solid cone nozzles.

H. All safety equipment needed to meet all legal requirements for the Work.

I. All approved herbicides for the Work and carrier as specified in the Unit Description(s).

J. Liquid coloring agent if specified in the Unit Description(s). Liquid coloring agent shall be "BullsEye" (blue or red) manufactured by Milliken Chemicals; an equivalent product may be substituted if approved in writing by DNR.

K. Planting shovels for each worker, with minimum blade dimensions of five (5) inches wide and eleven (11) inches long for most Seedling species.

L. Planting hoedads may be used with minimum blade dimensions of four (4) inches wide and fifteen (15) inches long for most Seedling species; and

M. A combination of hoedads and shovels of the above specifications may be used as approved by the Compliance Forester.

B-02 Herbicide Application Requirements

Contractor shall be responsible for all of the following:

A. Mixing and applying herbicide on site as per the Unit Description(s).

B. Upon request, providing a sample of the herbicide solution being applied as treatment.

C. Keeping written English language records of each day's application work, including the specific location of areas treated with herbicide and the method of placement. The records to be kept shall be as per DNR's "Chemical Application Record". Contractor shall provide DNR with such records prior to payment for Work completed, or at any time earlier if requested by DNR.

D. Ensuring that Cone nozzle are held shoulder high in order to produce a consistent sprayed circle of five feet.

E. Keeping herbicide from contacting conifer trees not being planted.

F. Marking treatment strips, spots, stems, or clumps with flagging and/or semi-permanent marker as specified in Pre-Work Conference.

G. Properly disposing of all herbicide solutions, residues and empty containers in accordance with applicable laws.

H. Refraining from applying herbicide to DNR designated buffer areas.

I. Immediately removing any debris or soil deposited in ditches, culverts, or roadways.

J. Avoiding any activities that will result in excessive deterioration of ditches, culverts, or roadways.

B-03 Boundaries

The boundaries depicted on Unit Map (Section II-B) delineate the 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-04 Contractor Safety Responsibilities

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

A. Contractor shall maintain an accurate record of exposure data on all incidents relating to the Work resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment. Contractor shall immediately report any such incident to DNR. DNR shall, at all times, have a right of access to all records of exposure.

B. Contractor shall ensure that the use of herbicides authorized by this Contract in the

performance of the Work shall be done in conformance with product labeling. If there is a conflict between product labeling and applicable environmental law, then the applicable law shall apply to Contractor's actions.

C. Contractor shall provide all persons working in the Work area with information and training on hazardous chemicals in their work at the time of their initial assignment, and whenever a new hazard is introduced into their Work area.

1. Information. At a minimum, Contractor shall inform persons working in the Work area of:

   a. The requirements of Chapter 296-62 WAC, General Occupational Health Standards;

   b. Any operations in their Work area where hazardous chemicals are present; and

   c. The location and availability of written hazard communication programs, including the required list(s) of hazardous chemicals and material safety data sheets required by Chapter 296-62 WAC.

2. Training. At a minimum, Contractor shall provide training for persons working in the Work area which includes:

   a. Methods and observations that may be used to detect the presence or release of a hazardous chemical in the Work area (such as monitoring conducted by the employer, continuous monitoring devices, visual appearance of odor of hazardous chemicals when being released, etc.);

   b. The physical and health hazards of the chemicals in the Work area and the appropriate methods for the use of herbicide chemicals used to perform the Work;

   c. The measures such persons can take to protect themselves from these hazards including specific procedures Contractor, or its Subcontractors, or others have implemented to protect those in the Work area from exposure to hazardous chemicals, such as appropriate work practices, emergency procedures, and personal protective equipment to be used; and

   d. The details of the hazard communications program developed by Contractor, or its Subcontractors, including an explanation of the labeling system and the material safety data sheet, and how employees can obtain and use the appropriate hazard information.

3. Except as otherwise authorized by this Contract to carry out the Work, Contractor's responsibility for hazardous, toxic, or harmful substances shall include the following duties:

   a. Contractor shall not keep, use, dispose, transport, generate, or sell on or about the Work area, any substances now or hereafter designated as, or which are subject to regulation as, hazardous, toxic, dangerous, or harmful by any federal, state, or local law, regulation, statute or ordinance (hereinafter collectively referred to as "hazardous substances"), in violation of any such law, regulation, statute, or

ordinance.

b. Contractor shall promptly notify DNR of all spills or releases of any hazardous substances which are otherwise required to be reported to any regulatory agency and pay the cost of cleanup. Contractor shall promptly notify DNR of all failures to comply with any federal, state, or local law, regulation, or ordinance; all inspections of the Work area by any regulatory entity concerning the same; all regulatory orders or fines; and all responses or interim cleanup actions taken by or proposed to be taken by any government entity or private party in the Work area.

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

B-05 Unit Description

The Unit Description details the characteristics and specific Work requirements for each unit. If specific requirements of the Unit Description conflict with the specifications in this section of the contract, the specific requirements of the Unit Description will prevail.

B-06 Seedling Supply

DNR will supply Seedlings at the cooler location specified on the map (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-07 Substitution of Type of Seedling Stock Types

If DNR has to substitute Seedlings, adjustment of per thousand 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^3)	P+0 (≤ 10in^3)	-10%
P+0 (≤ 10in^3)	1+1 or P+1 or P+1/2 Or 2+0 or 1+0 or P+0 (> 10in^3)	+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-08 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 30 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-09 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 shielded from 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-10 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 the Minimum Spacing (in feet) 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 six (6) 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-11 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-12 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 eighteen (18) inches located as near the center of the Planting Spot as is practicable. Some planting units shall require the Clearing and/or Scalping down to mineral soil to a minimum diameter of twenty-four (24) inches located as near the center of the Planting Spot as is practicable. Some planting units will require Clearing and/or Scalping down to mineral soil a minimum diameter of four (4) inches at the center of the Planting Spot and a spot herbicide treatment to a minimum diameter of six (6) feet around the planted seedling (see Section II-A: Unit Description 'Additional Requirements').

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-13 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-14 Special Planting Requirements

A. Starting Date for Work

Contractor shall begin Work on March 14, 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).

B. Interplanting

All Unit(s) will require inter-planting among previously planted Seedlings and/or residual overstory trees. These Unit(s) are noted on the Unit Description (Section II-A). In these Unit(s), Seedlings shall not be planted underneath the tree crown or within the drip line of reserve trees greater than ten (10) inches Diameter at Breast Height (DBH).

C. Inspection Plots to be installed by Contractor Foreperson

A Contractor foreperson shall perform at least two Inspection Plots for every five acres of each Unit according to the requirements listed in Clause C-02. The foreperson will perform all the tasks assigned to the Compliance Forester for this clause. The foreperson's Inspection Plots will not replace those of the Compliance Forester, nor will they be used to determine the Seedling Planting Performance Rating for any Unit(s). The foreperson will flag and number

each Inspection Plot, and provide completed plot cards to the Compliance Forester, so the Compliance Forester can check the plots.

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 ($1/50^{th}$) 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:

# of Planting Spots = # of Expected Planting Spots – # of Unplantable 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 Unplantable Spots (Clause B-09-B) is calculated for each Inspection Plot by visually estimating the percentage of the area of the Plot that is Unplantable, multiplying it by the number of Expected Planting Spots, and rounding to the nearest whole number.

Example: Total Seedlings per Acre = 500 and 20% of the Inspection Plot is Unplantable.

The number of Expected Planting Spots is:	500 / 50 =	10
The number of Unplantable Spots is:	20% x 10 =	2
The number of Planting Spots is:	10 – 2 =	8

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.

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-12, 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 thousand Seedlings for each Unit. The Rate of Pay is equal to the Unit Bid Price for Units with Satisfactory Planting Performance. The Rate of Pay is the Unit Bid Price minus any reductions in payment (Clause C-04-D) for Units with Unsatisfactory Planting Performance. 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 $66 per thousand and the Seedling Planting Performance Rating is 80 percent.

The Seedling Planting Performance Rating of 80 percent is 12 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 36 percent. Therefore, 100 percent minus 36 percent equals 64 percent. The Rate of Pay for the Unit is calculated by multiplying 64 percent by $66/thousand = $42.24/thousand.

Example B: The Unit Bid Price is $78 per thousand 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 $78/thousand = $73.32/thousand.

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 (±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

INSTRUCTIONS: Fill out one row per Seedling species per Unit to be planted. For any Unit where multiple Seedling species are to be planted over a contiguous area within a Unit, only enter the Unit Information on the first row.

Unit Information												Species Information				
Unit #	Work Area	Unit Name	Elevation (feet)	Gate?	Key #	Inter Plant Unit?	Acres to Treat	Total Seedlings per Acre	Average Spacing (feet)	Minimum Spacing (feet)	Maximum Seedlings per Inspection Plot	Seedling Species	Stock Type	Seedlings per Acre by Species	Total Trees by Species	Additional Requirements (i.e., number of pre-netted Seedlings, etc.)
SO-1	South Okanogan	Carlton Fire Salvage 7	3000	Yes		Yes	326	220	14	14	5	PP	P+0	220	71,720	
SO-2	South Okanogan	Chiliwist Fire Salvage 1	2280	No		Yes	49	220	14	14	5	PP	P+0	220	10,780	
So-3	South Okanogan	Chiliwist Fire Salvage 2	3000	No		Yes	249	220	14	14	5	PP	P+0	220	54,780	
SO-4	South Okanogan	Chiliwist Fire Salvage 3	3000	No		Yes	27	220	14	14	5	PP	P+0	220	5,940	
So-5	South Okanogan	Chiliwist Fire Salvage 4	3000	No		Yes	86	220	14	14	5	PP	P+0	220	18,920	

Unit Information												Species Information				
Unit #	Work Area	Unit Name	Elevation (feet)	Gate?	Key #	Inter Plant Unit?	Acres to Treat	Total Seedlings per Acre	Average Spacing (feet)	Minimum Spacing (feet)	Maximum Seedlings per Inspection Plot	Seedling Species	Stock Type	Seedlings per Acre by Species	Total Trees by Species	Additional Requirements (i.e., number of pre-netted Seedlings, etc.)
So-6	South Okanogan	Chiliwist Fire Salvage 5	3000	No		Yes	166	220	14	14	5	PP	P+0	220	36,520	
SO-7	South Okanogan	Chiliwist Fire Salvage 6	3100	No		Yes	49	220	14	14	5	PP	P+0	220	10,780	
So-8	South Okanogan	Chiliwist Fire Salvage 7	3200	No		Yes	79	220	14	14	5	PP	P+0	220	17,380	

Application Requirements:

1. Herbicide mixes shall be applied as a directed spot spray treatment by backpack sprayers equipped with MeterJet calibrated spray attachments equipped with solid cone nozzles.
2. MeterJet calibrating cylinder is to be set at 12 ml of liquid per trigger pull.
3. Cone nozzle is to be held shoulder high to produce a consistent sprayed circle of five feet.
4. The maximum acceptable ratio of tree planters to chemical applicators shall be 2 planters to one chemical applicator.
5. Contractor shall submit completed chemical application records for each unit within 24 hours of unit completion.
6. BullsEye: Mix at 0.5 oz/gallon

Mix	Product	EPA Registration #	Active Ingredient	A.I. Concentration	Carrier	Rate (Product/Acre)	Trees	Product
1	**Velpar L**	**352-392**	**Hexazinone**	**18.28 oz/gallon**	**Water**	**4 quarts/acre**	**226,820**	**103 gal**
1	**BullsEye**			**0.5 oz/gallon**	**Water**			**3 gal**

Allowable Substitutes:

1. Velpar L: None Permitted
2. BullsEye: An equivalent approved by Contract Manager.

For questions concerning this contract call NE Region Intensive Management Forester Phil Anderson (509-684-7474).

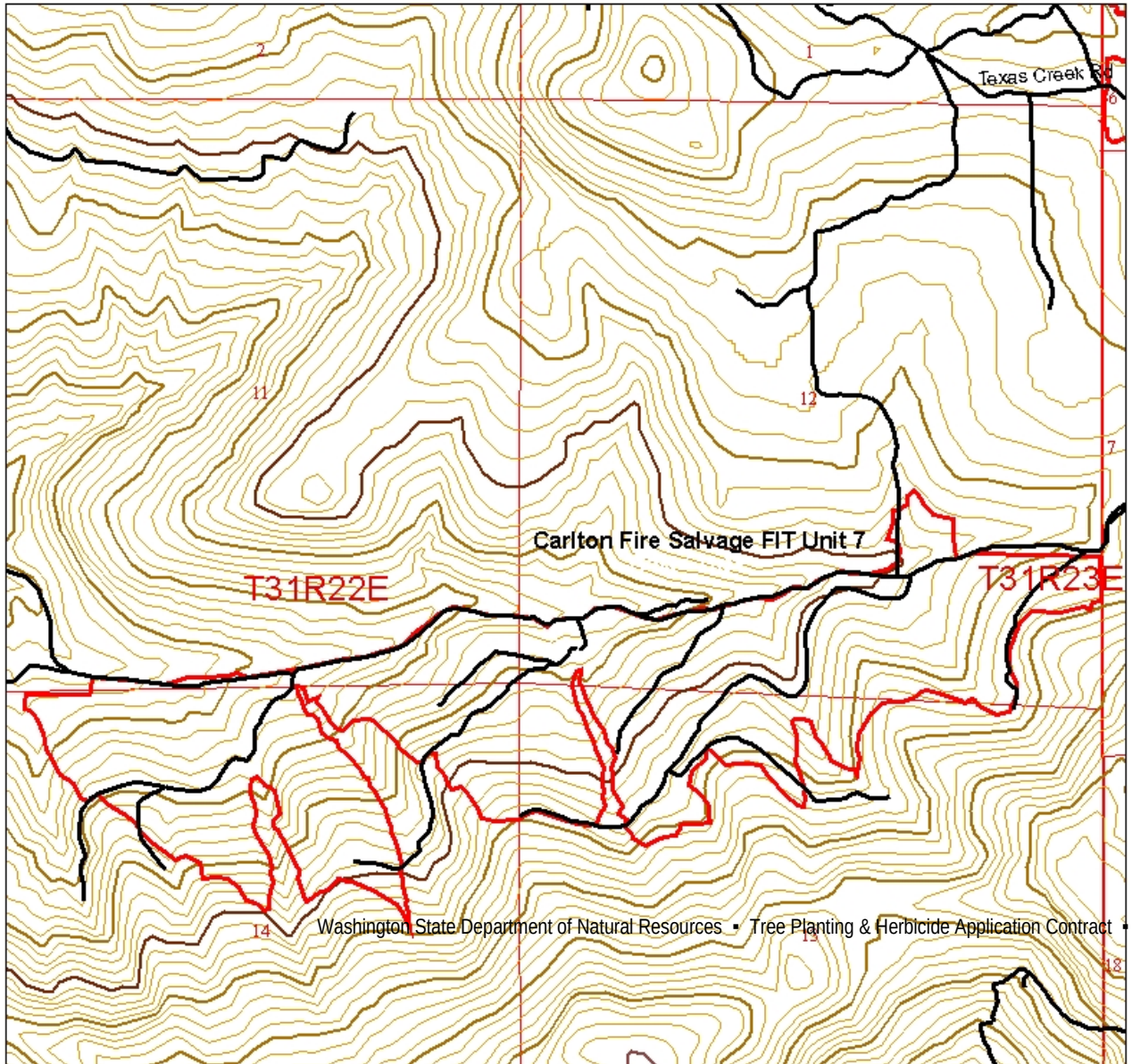
Unit Forester in charge of contract administration is: Jake Townsend (509) 429-0545.

SECTION II-B: UNIT MAP

TREE PLANTING CONTRACT NUMBER: 1610

UNIT NAME(S): Carlton Fire Salvage FIT Unit 7
TRUST(S): 03
COUNTY(S): Okanogan

REGION: Northeast
DISTRICT: S. Okangogan
TOWNSHIP(S): T31N R22E

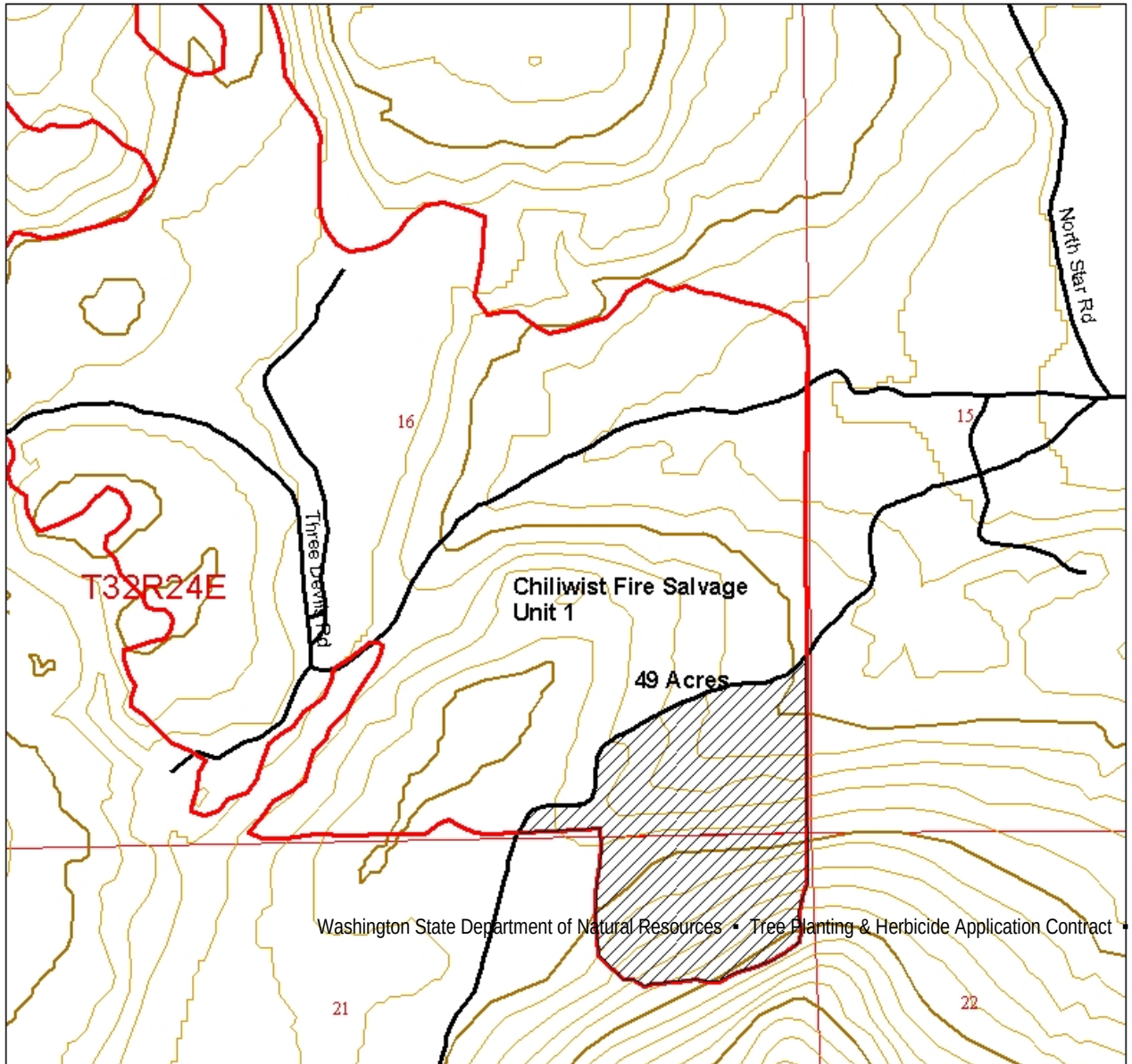


SECTION II-B: UNIT MAP

TREE PLANTING CONTRACT NUMBER: 1610

UNIT NAME(S): Chiliwist Fire Salvage Unit 1
TRUST(S): 03
COUNTY(S): Okanogan

REGION: Northeast
DISTRICT: S. Okangogan
TOWNSHIP(S): T32N R24E

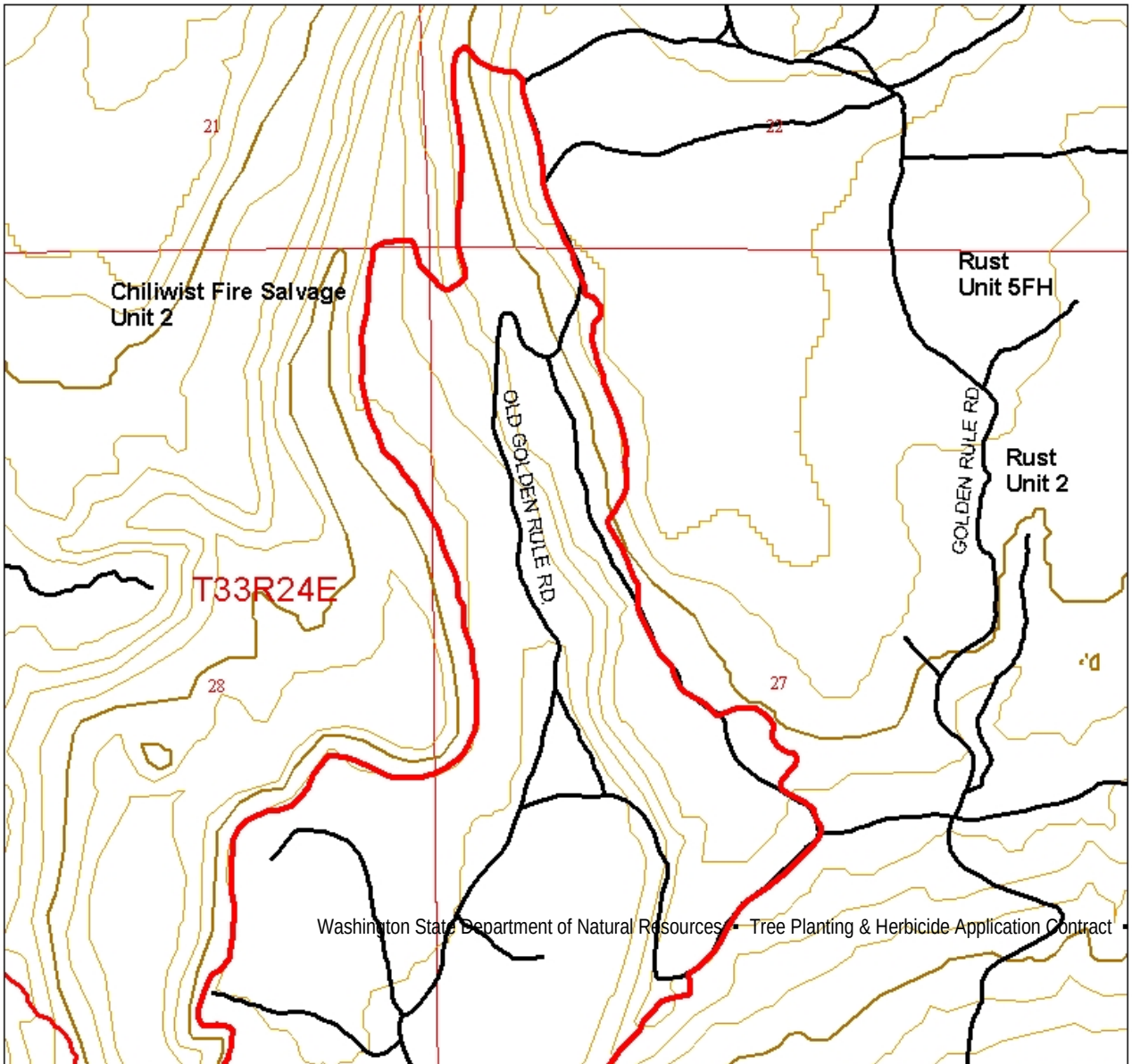


SECTION II-B: UNIT MAP

TREE PLANTING CONTRACT NUMBER: 1610

UNIT NAME(S): Chiliwist Fire Salvage Unit 2
TRUST(S): 03
COUNTY(S): Okanogan

REGION: Northeast
DISTRICT: S. Okangogan
TOWNSHIP(S): T33N R24E

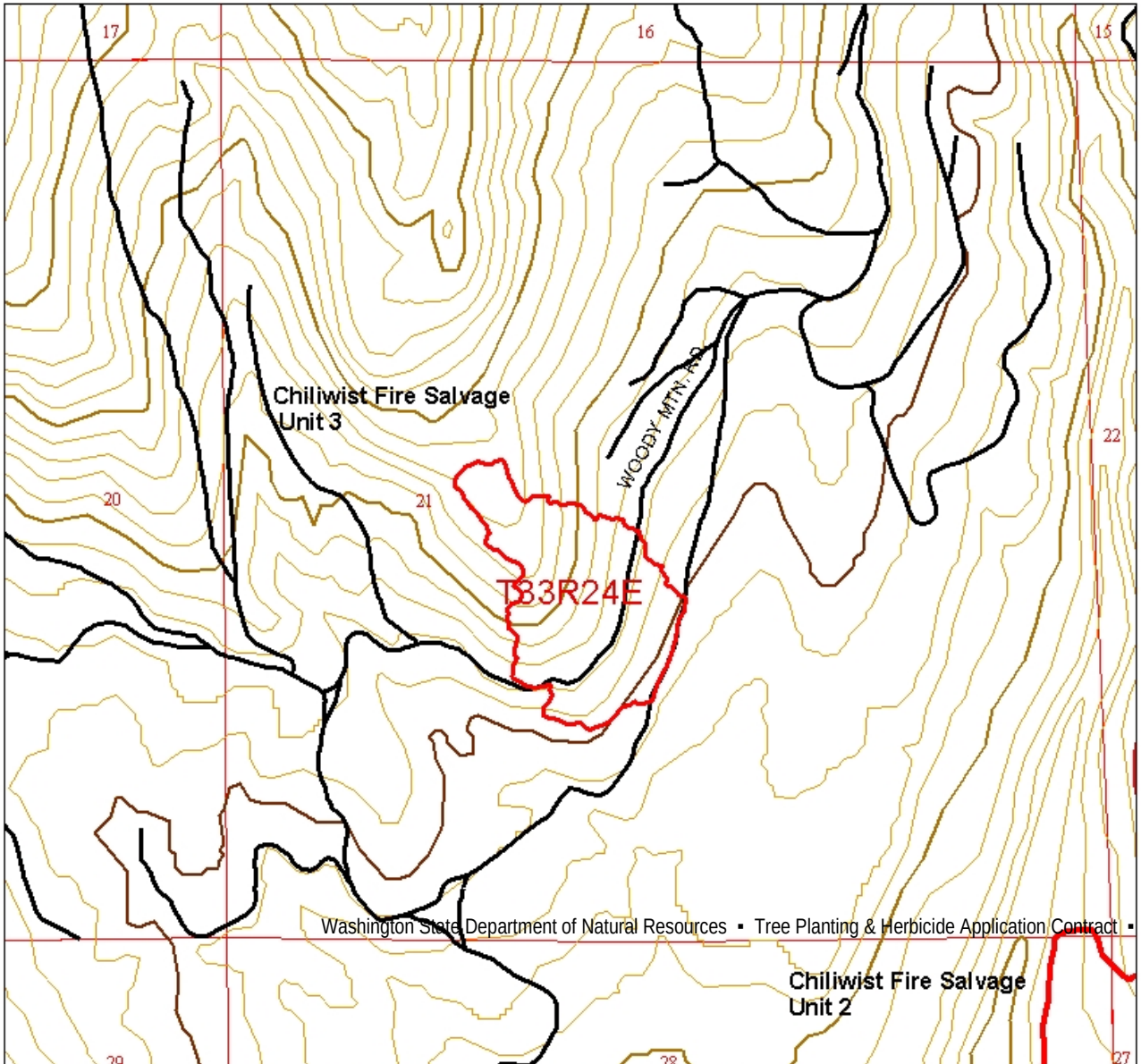


SECTION II-B: UNIT MAP

TREE PLANTING CONTRACT NUMBER: 1610

UNIT NAME(S): Chiliwist Fire Salvage Unit 3
TRUST(S): 03
COUNTY(S): Okanogan

REGION: Northeast
DISTRICT: S. Okangogan
TOWNSHIP(S): T33N R24E

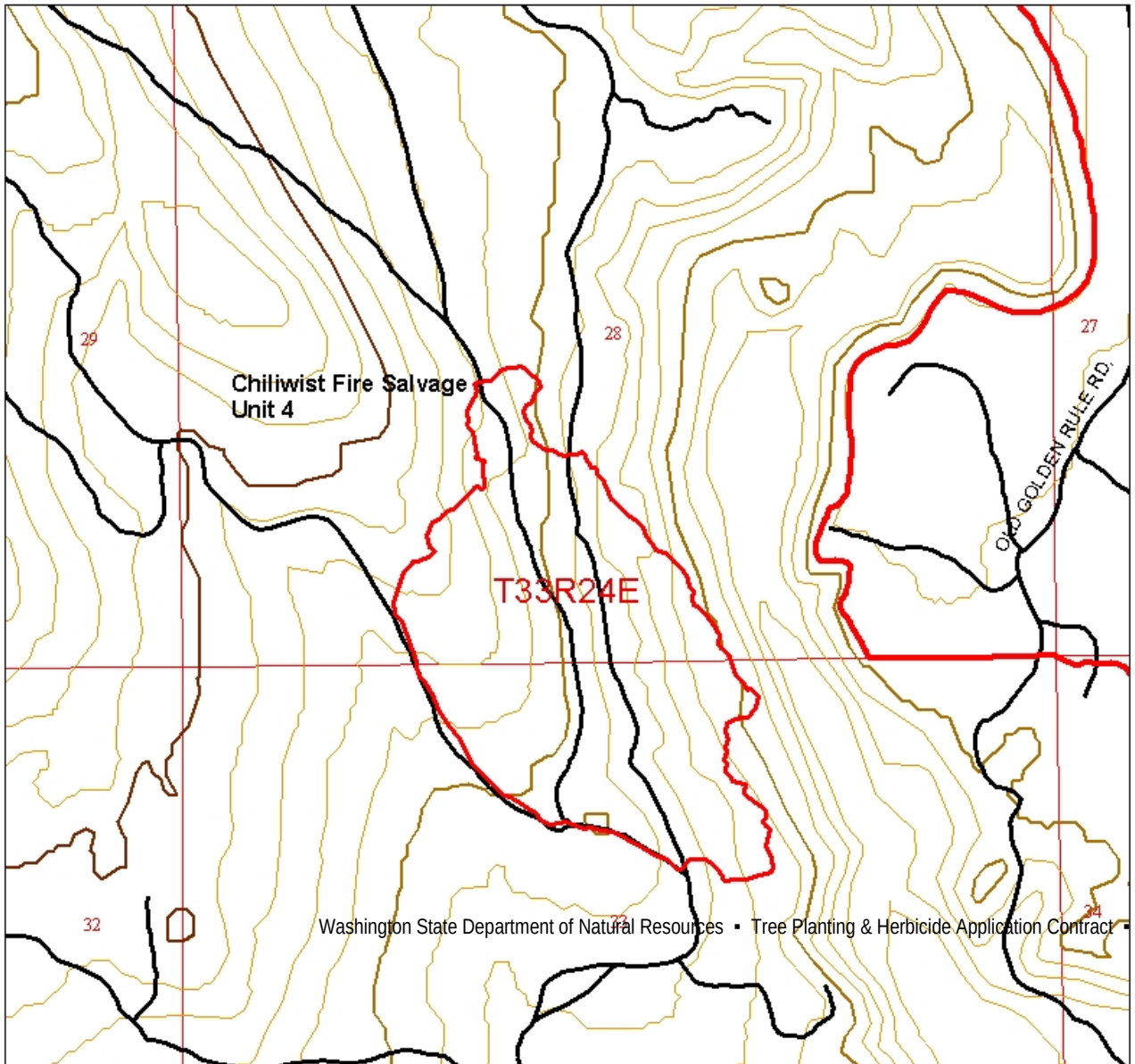


SECTION II-B: UNIT MAP

TREE PLANTING CONTRACT NUMBER: 1610

UNIT NAME(S): Chiliwist Fire Salvage Unit 4
TRUST(S): 03
COUNTY(S): Okanogan

REGION: Northeast
DISTRICT: S. Okangogan
TOWNSHIP(S): T33N R24E

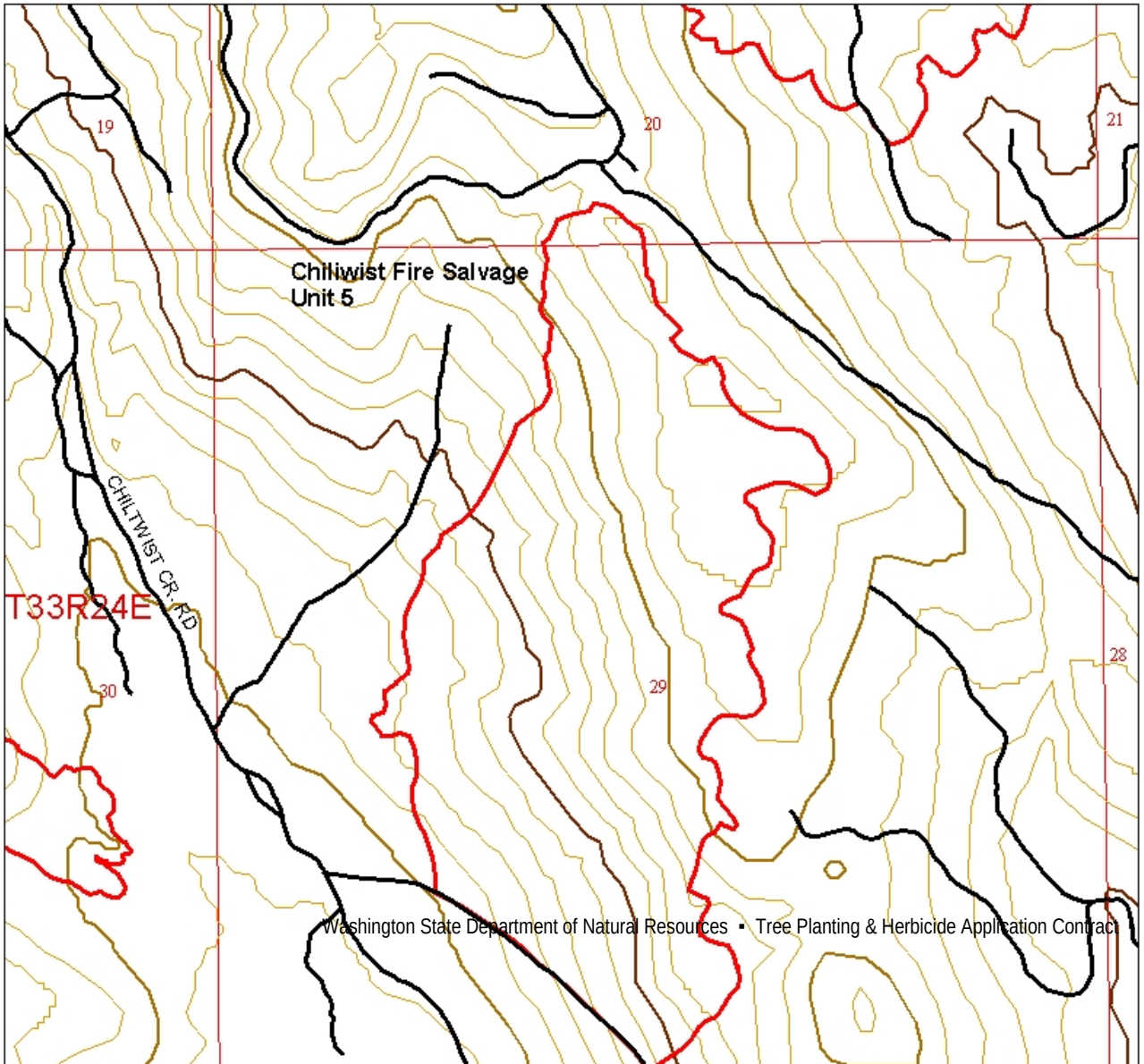


SECTION II-B: UNIT MAP

TREE PLANTING CONTRACT NUMBER: 1610

UNIT NAME(S): Chiliwist Fire Salvage Unit 5
TRUST(S): 03
COUNTY(S): Okanogan

REGION: Northeast
DISTRICT: S. Okangogan
TOWNSHIP(S): T33N R24E

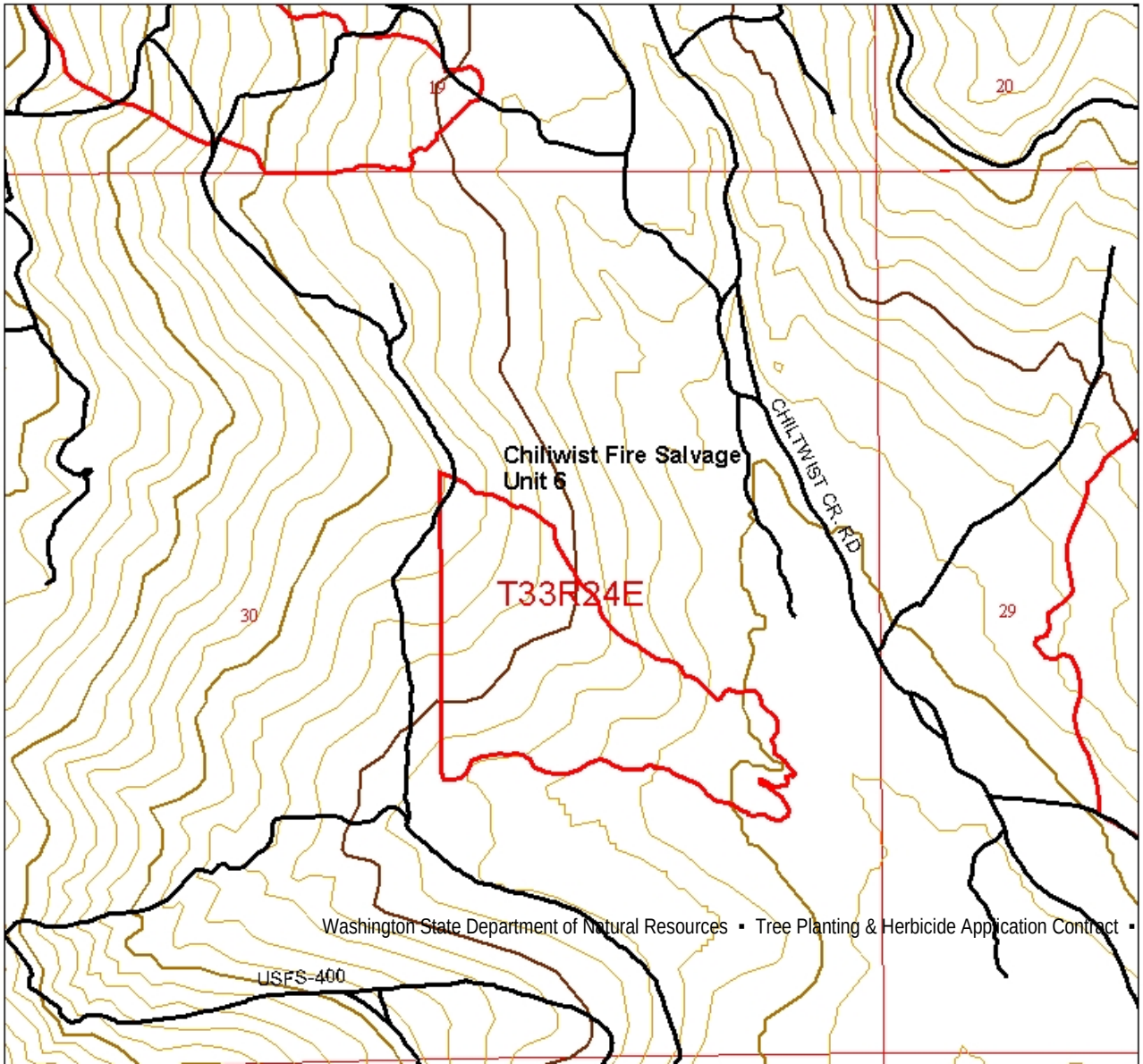


SECTION II-B: UNIT MAP

TREE PLANTING CONTRACT NUMBER: 1610

UNIT NAME(S): Chiliwist Fire Salvage Unit 6
TRUST(S): 03
COUNTY(S): Okanogan

REGION: Northeast
DISTRICT: S. Okangogan
TOWNSHIP(S): T33N R24E

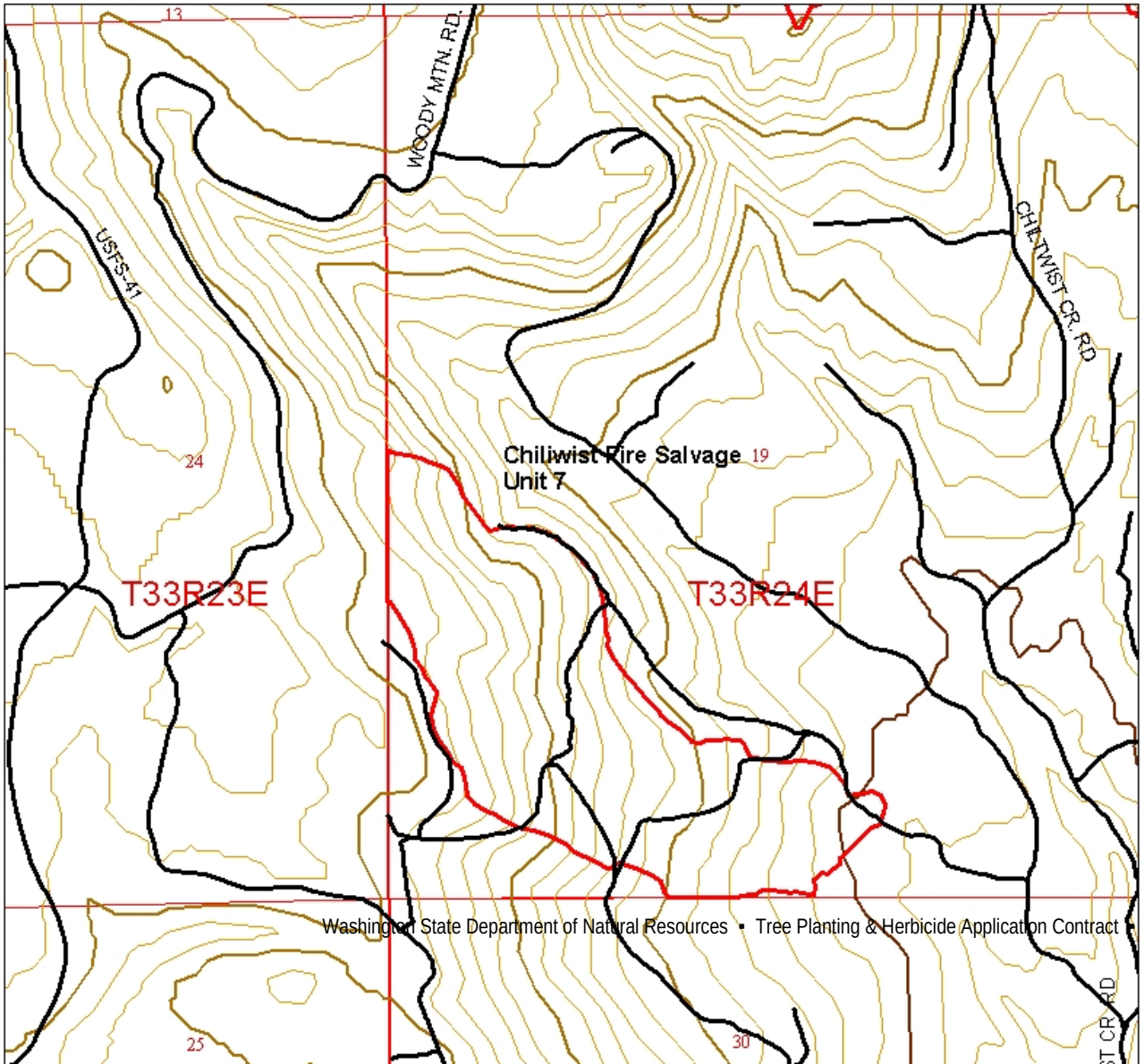


SECTION II-B: UNIT MAP

TREE PLANTING CONTRACT NUMBER: 1610

UNIT NAME(S): Chiliwist Fire Salvage Unit 7
TRUST(S): 03
COUNTY(S): Okanogan

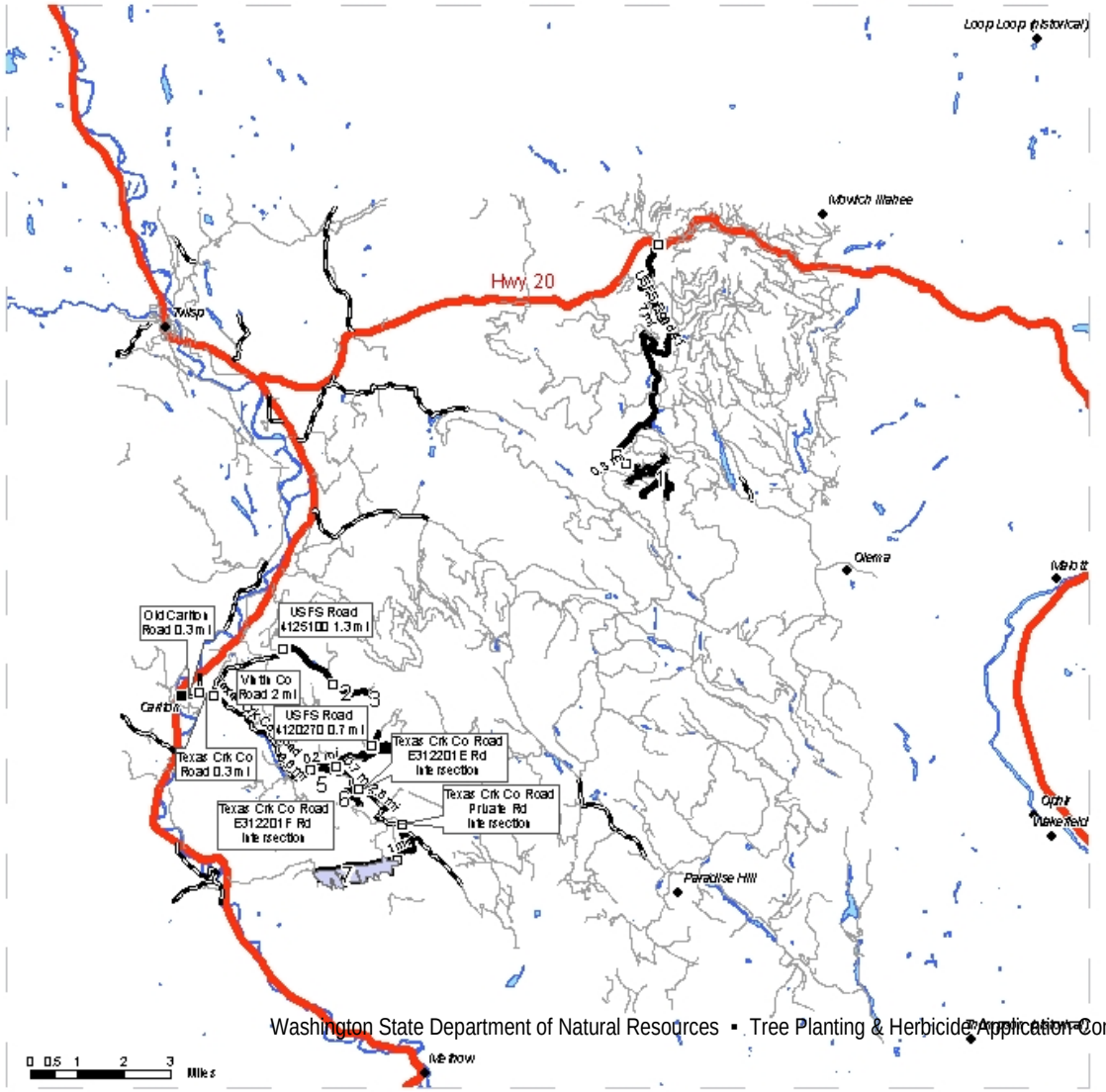
REGION: Northeast
DISTRICT: S. Okangogan
TOWNSHIP(S): T33N R24E



SECTION II-C: Vicinity Map

TREE PLANTING CONTRACT NUMBER: 1610

UNIT NAME(S):	Carlton Fire Salvage FIT Unit 7	REGION:	Northeast
TRUST(S):	03	DISTRICT:	S. Okangogan
COUNTY(S):	Okanogan	TOWNSHIP(S):	T31N R22E



Timber Sale Unit

County Road

DRIVING DIRECTIONS:

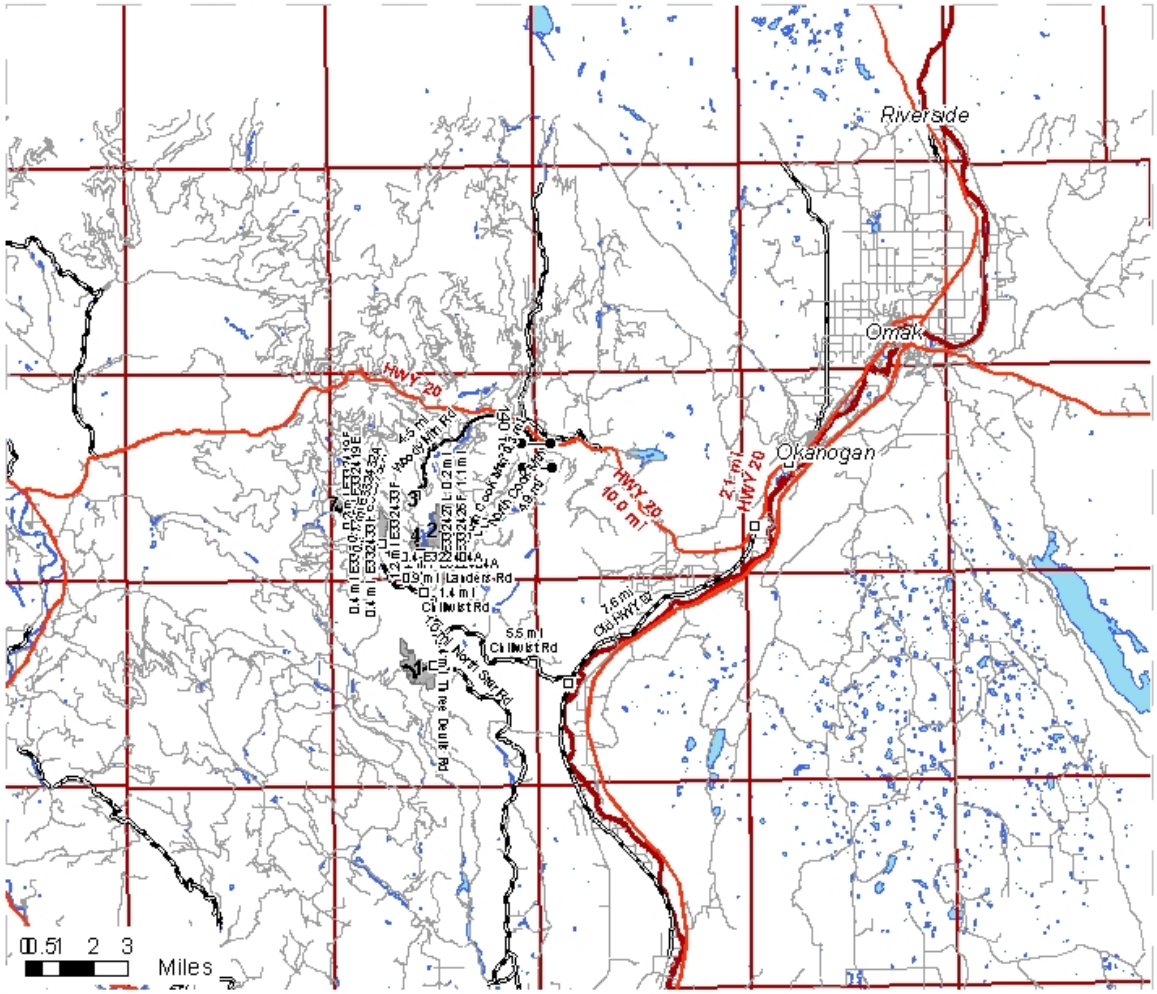
U7 is approximately 8 miles southeast of Carlton, WA; drive 2.5 miles beyond Unit 6 turnoff on Texas Creek County

N

SECTION II-C: Vicinity Map

TREE PLANTING CONTRACT NUMBER: 1610

UNIT NAME(S):	Chiliwist Fire Salvage	**REGION:**	Northeast
TRUST(S):	03	**DISTRICT:**	S. Okangogan
COUNTY(S):	Okanogan	**TOWNSHIP(S):**	T32N R24E, T33N R24E



Timber Sale Unit
Haul Route
Other Route
County
Highway
Gate
Milepost Markers

DRIVING DIRECTIONS:

Unit 1, Unit 4 – Unit 7: From Okanogan, WA continue south on Hwy 20 for 2.1 miles and turn west on Old Hwy 97. Continue for 7.6 miles. Turn west on Chiliwist RD. Continue 5.5 miles to Chiliwist RD and North Star RD intersection.

Unit 1: Turn south on North Star RD for 1.4 miles. Turn west on Trees Devils RD for 1.0 miles to the unit.
Unit 4: From Chiliwist RD and North Star RD intersection, continue on Chiliwist RD for 1.4 miles. Turn east on to Landers RD. Go north for 0.9 miles. Landers RD transitions into the E322404A RD. Continue on E322404A RD for 0.2 miles. At the intersection of E322404A RD and E332433F RD continue northerly on E322404A RD another 0.4 mile to the unit.
Unit 5: From the intersection of E322404A RD and E332433F RD turn west on to E332433F RD. Travel approximately 1.2 miles to the Unit.
Unit 6: Continue northwesterly from Unit 5, about 0.4 mile on E332433F RD. Turn right on to E332432A RD and go 0.6 miles to E332430H RD. Turn south on the E332430H RD and travel 0.4 mile to the unit.
Unit 7: From the E332432A RD and E332430H intersection, continue on E332432A RD for 0.1 mile. Turn left on to E332419E RD travelling 0.2 mile. Turn west on to E332419E RD. Go 0.2 mile to enter the unit.

N

SECTION II-D: SEEDLING COOLER MAP AND DIRECTIONS

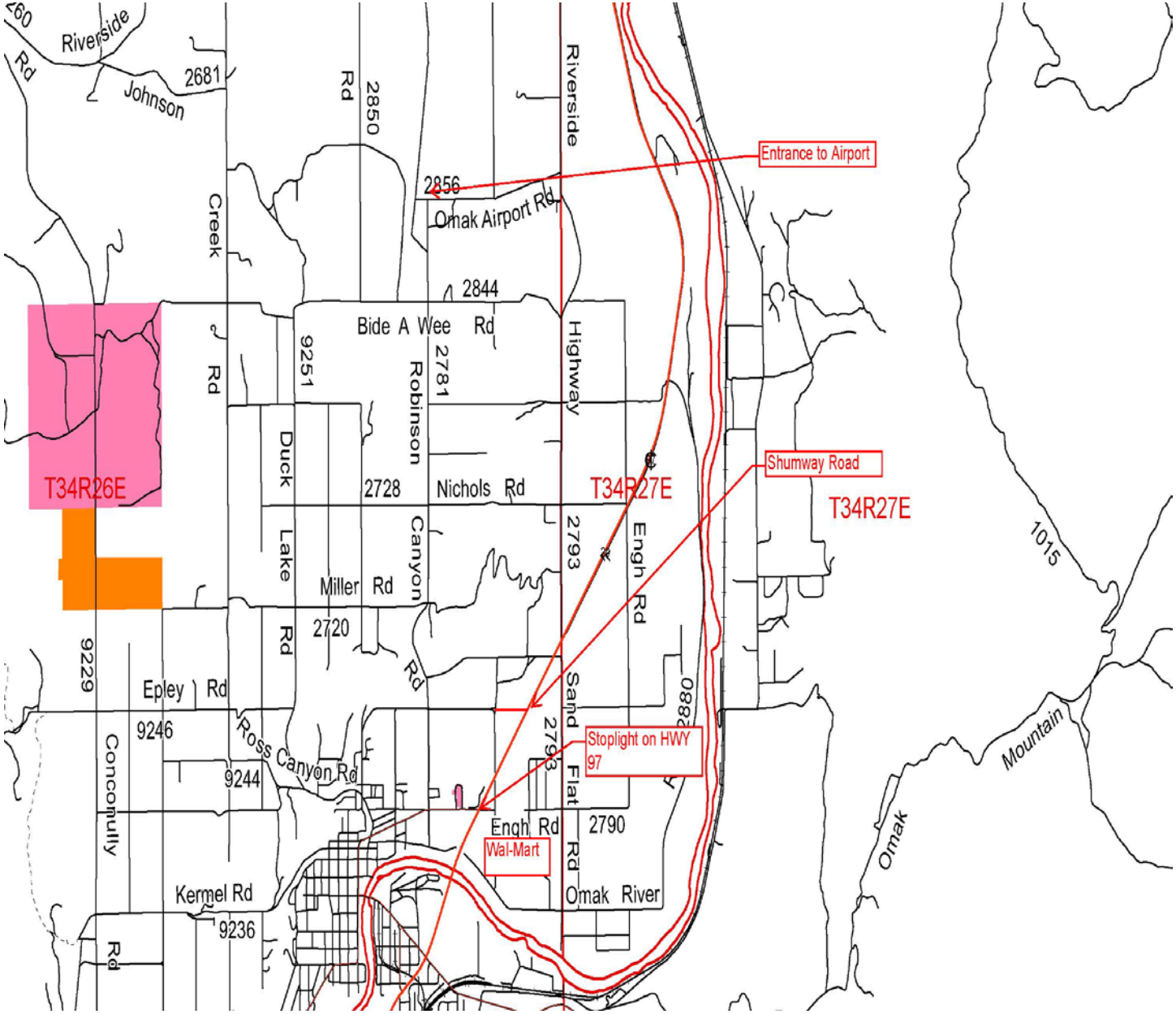
-As you drive north on Highway 97, go straight through (north) the stoplight. Wal-Mart will be on your right.

-.5 miles past the stoplight, turn left on Shumway Rd.

-Drive west on Shumway Rd. for .7 miles.

-Turn right on Robinson Canyon Rd., then drive north for approximately 3 miles to the airport.

-The DNR office is the 2nd hanger on the right.


Entrance to Airport
Shumway Road
Stoplight on HWY 97
Wal-Mart
T34R26E
T34R27E
T34R27E
Riverside
Johnson
Rd
2681
2850
Rd
2856
Omak Airport Rd
Creek
Rd
2844
Bide A Wee Rd
9251
2781
Robinson
Highway
Duck
2728
Nichols Rd
Lake
Canyon
2793
Engh Rd
Miller Rd
2720
Rd
Rd
9229
Epley Rd
9246
Ross Canyon Rd
9244
Concomully
Rd
Kermel Rd
9236
Sand
Flat
Rd
2793
2880
Engh Rd
2790
Omak River
1015
Mountain
Omak

SECTION III-A: BID FORM

CONTRACT NUMBER 1610

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 1000 Seedlings) by the Number of Seedlings for each Unit. 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 Invitation to Bid/Contract Number: **1610**.

Unit No.	Unit Name	Unit Acres	Number of Seedlings	Unit Bid Price ($ Per 1000 Seedlings)	Unit Total $
1	Carlton FS U7	326	71,720	_____	_____
2	Chiliwist FS U1	49	10,780	_____	_____
3	Chiliwist FS U2	249	54,780	_____	_____
4	Chiliwist FS U3	27	5,940	_____	_____
5	Chiliwist FS U4	86	18,920	_____	_____
6	Chiliwist FS U5	166	36,520	_____	_____
7	Chiliwist FS U6	49	10,780	_____	_____
8	Chiliwist FS U7	79	17,380	_____	_____
Contract Acres:		1,031	226,820	**Contract Bid:**	_____

Bidder's Name and Address:

Signature:_____

Title: _____

Company:_____

Note:
The bid rate for these units must include the spot herbicide treatment
Bids will be accepted until 10am on February 24, 2016.

Bid shall include all five of the following items:

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

All documents must be legible and properly completed.
All five items shall be placed in a sealed bid envelope prepared in the following manner:

Addressed to:	Loren D. Torgerson Region Manager c/o Phil Anderson Washington State Department of Natural Resources 225 S. Silke Road Colville, WA 99114
Upper left corner:	Bidder's Name Bidder's Address
Lower left corner:	Tree Planting – "Sealed Bid" Contract #1610

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

INVITATION TO BID ON CONTRACT NUMBER ___1610___
(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 _____

Signature _____

Title _____

Address _____

City and State _____

Business Phone _____

Home Phone _____

Labor & Industries Account # _____

Washington Business License # _____

Additional Signatures _____

_____

_____

_____

_____

To whom it may concern:

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

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

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

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

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

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

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

SECTION III-C: SOLICITATION TO OFFER AND CONTRACT AWARD

SOLICITATION TO OFFER (For Bidder Use Only)

On condition of a Contract award for the Contract Price, the undersigned hereby offers and agrees to furnish services in compliance with all terms, conditions, and specifications of the Invitation to Bid on Contract Number 1610. 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 1610 is hereby awarded to _____

State of Washington,
Department of Natural Resources

By: _____
(Signature) (Date)

Loren Torgerson
Northeast Region Manager

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

A-08 Attachment

A. List of Nearby Medical Facilities

HOSPITAL NAME & ADDRESS	PHONE	LATITUDE	LONGITUDE
Mid Valley Hospital **810 Jasmine Street** **Omak, WA 98841**	**509-826-1760**	**N 48º 23.804'**	**W 119º 32.982'**
North Valley Hospital **203 S Western Ave** **Tonasket, WA 98855**	**509-486-2151**	**N 48º 42.463'**	**W 119º 26.317'**
Central Washington Hospital **1201 South Miller Street** **Wenatchee, WA 98801**	**509-662-1577**	**N 47º 24.479'**	**W 120º 19.220'**