



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

## INVITATION TO BID: Conifer Release & Site Preparation, Ground herbicide Contract

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

Draft contract is attached to this invitation.

Contract #	# Acres	Location	Comments
1634	687	Clallam and Jefferson Counties	Ground Based Broadcast & Directed Herbicide Application

### 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 August 25, 2016.**

Questions pertaining to this Invitation to Bid can be answered by contacting Matt Perry at 360.640.5424 or 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 six of the following items:

- 1) Bid Form (Section III-A of the draft contract),
- 2) Contractor's Declaration of Industrial Insurance Status (Section III-B of the draft contract);
- 3) Solicitation to Offer (Section III-C of the draft contract);
- 4) Photocopy of Washington State Farm Labor Contractors License;
- 5) Photocopy of WSDA Commercial Operator's or Applicator's License; and
- 6) 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 - Olympic Region 411 Tillicum Lane Forks, WA 98331
Upper left corner:	Bidder's Name Bidder's Address
Lower left corner:	Con. Release & Site Prep., Ground Herbicide – "Sealed Bid" Invitation to Bid on Contract Number: 1634

**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 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 herbicide treatment contract with a minimum of 800 forestland acres 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: September 7, 2016 through September 30, 2016

Work Schedule: Monday –Friday, 6:30 AM to 4:30 PM. Work on weekends requires written permission from the Compliance Forester and is rarely allowed.

AA-1 Keys may be checked out from the Olympic Region Office.

**100 GALLON BATCH MIXING NOW REQUIRED. SEE SECTION I-B-01-I FOR DETAILS.**

**POTENTIAL PAYMENT REDUCTIONS FOR APPLYING LESS THAN SPECIFIED QUANTITIES NOW IN EFFECT. SEE SECTION I-C-03-F-6 FOR DETAILS.**

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

HOSPITAL NAME	ADDRESS	CITY	ZIP	PHONE
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	Port Townsend	98368	(800) 244-8917
Harrison Hospital	2520 Cherry Ave	Bremerton	98310	(360) 377-3911



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## Olympic Region

411 Tillicum Lane

Forks, WA 98331

Phone: 360-374-2800 Fax: 360-374-5446

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## Conifer Release & Site Preparation Ground Herbicide Contract Number # 1634

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**Contract Digest:** Conifer Release and Site Preparation, Ground Herbicide  
(Ground-based Broadcast, Directed Foliar, and Directed Basal Bark Herbicide Applications to reduce vegetative competition prior to and after tree planting)

**Contract Scope:** 687 acres in Clallam & Jefferson counties

**Term of Contract:** September 7, 2016 through September 30, 2016

■ 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

### 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'** means DNR staff that performs the compliance inspections, approves Work, recommends payment to the Contract Manager, and manages the Work Schedule.

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

**'Contractor'** means the bidder who was awarded this Contract.

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

**'Designated Contract Representative(s)'** mean those individuals designated by Contractor on the Pre Work form during the Pre Work Conference (A-18, A-19).

**'Force Majeure'** means those acts that are unforeseeable and beyond the control of either party to the Contract. Acts of Force Majeure include, but are not limited to: acts of God, the public enemy, fire, or other casualty. Force Majeure may result in an equitable adjustment in the time period to complete the Contract.

**'Pre-Work Conference'** is the meeting between DNR and Contractor after award of the contract is made but prior to commencement of work. Items agreed upon in this meeting are signed off by both DNR and Contractor and become part of the contract.

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

**'Unit'** is the individual geographical area that the Work is to be done on. Each unit is specifically identified by number on the Bid Form (Section III), the Unit Description, and corresponding Unit Map (Section II).

**'Unit Bid Price'** is the rate per acre or per 1000 trees written in the Unit Bid Price column of the bid form (Section III Bid Form).

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

**'Work'** means the services Contractor is required to satisfactorily complete this Contract found in Section I - Specifications for the Activity and Section II - Unit Description.

**'Work Schedule'** means the approved timeline for how the requirements of this contract will be fulfilled by Contractor. The Work Schedule is agreed upon during the Pre-Work Conference by both DNR and Contractor.

## SECTION I-A: GENERAL PROVISIONS

### **A-01 Contractor's Warranty**

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

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

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

### **A-02 Modifications**

Waivers, modifications, or amendments of the terms of this contract must be in writing signed by Contractor and DNR to become effective, 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-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-09 Compliance with all Laws**

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

**A-10 Licenses and Permits**

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

**A-11 Indemnity**

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

**A-12 Insurance**

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

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

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

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

**B. Insurers subject to Chapter 48.15 RCW (surplus lines):** DNR shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, DNR shall be given ten (10) days advance notice of cancellation.

Before starting work, Contractor shall furnish DNR with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified and, if requested, copies of 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 for providing equivalent coverage). All insurance shall cover liability arising out of premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract), and contain separation of insured (cross liability) condition.

**B. Employer's Liability ("Stop Gap") Insurance:** Contractor shall buy employer's liability insurance, and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 for each accident for bodily injury by accident or \$1,000,000 for each worker for bodily injury or disease.

**C. Business Auto Policy (BAP):** Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto." Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense" as provided in the 1990 or later editions of CA 00 01. Contractor waives all rights against DNR for the recovery of damages to the

extent they are covered by business auto liability or commercial umbrella liability insurance.

- D. Workers' Compensation Coverage:** Contractor shall comply with all State of Washington workers' compensation statutes and regulations. Coverage shall include bodily injury (including death) by accident or disease, which exists out of or in connection with the performance of this contract. Except as prohibited by law, Contractor waives all rights of subrogation against DNR for recovery of damages to the extent they are covered by workers' compensation, employer's liability, commercial general liability, or commercial umbrella liability insurance.

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

**A-13 Safety Compliance**

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

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

**A-14 Venue**

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

**A-15 Dispute Resolution**

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

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

**A-16 Subcontracting**

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

**A-17 Nondiscrimination**

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

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

**A-18 Pre-Work Conference**

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

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

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

- A. Name(s) and contact information for Contractor and Designated Contract Representative(s), including all personnel authorized to sign Unit completion forms and payment invoices;
- B. Names(s) and contact information for the Contract Manager and Compliance Forester(s);
- C. The Work Schedule for this contract;
- D. Time interval(s) at which Units will be processed for payment; and
- E. Clarification of any unique requirements or conditions of the Work within this contract prior to commencing Work.

**A-20 Work Delay**

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

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

If Contractor is not in conformance with the Work Schedule for reasons other than acts of Force Majeure, Contractor shall bring its activities into conformance with the schedule or request the Compliance Forester to revise the schedule to reconcile with the actual progress of the Work. The Compliance Forester may require a meeting prior to granting a revision. A revision to the Work Schedule for one Unit shall not change the timing for any other Unit unless expressly authorized. In the event Contractor stops Work or if the initial start-up is delayed for a period of one (1) week or more, a new Pre-Work Conference may be required.

**A-22 Work Days**

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

**A-23 Breach of Contract**

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

**A-24 Default of Contract**

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

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

Contractor and workers shall be familiar with the Washington State Forest Fire Protection Requirements and adhere to them. These requirements are found in:

[Revised Code of Washington Chapter 76.04](#)

**A-26 Inspection**

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

**A-27 Spark Arresters**

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

**A-28 Open Fires**

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

**A-29 Removal of Merchantable Products**

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

**A-30 Garbage**

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

**A-31 Camping**

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

**A-33 Term of Contract**

The term of this contract is from September 7, 2016 to September 30, 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, mix, and apply herbicide to all Units according to the specifications of this section and as identified on the Unit Description Form.

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

Contractor shall provide all of the following:

- A. A minimum crew size of 10 workers, and a maximum crew size of 14 workers, unless otherwise approved by the Compliance Forester;
- B. Adequate crew supervision, including at least one qualified non-spraying, English speaking foreperson per crew, unless otherwise allowed by the Compliance Forester. The foreperson must have one season (at least three (3) months) of spraying experience. Documentation of a foreperson's experience shall be provided to DNR upon request;
- C. A licensed Commercial Operator or Applicator in the Work area when herbicide is being applied.
- D. Transportation for all workers, equipment, and materials to the Units.
- E. Serviceable equipment to satisfactorily accomplish treatment of acres described in the Unit Description.
- F. All safety equipment needed to meet all legal requirements for the Work.
- G. All approved herbicides for the Work and carrier as specified in the Unit Description(s).
- H. Liquid coloring agent if specified in the Unit Description(s). Liquid coloring agent shall be "BullsEye" (blue or red) manufactured by Milliken Chemicals; an equivalent product may be substituted if approved in writing by DNR.
- I. Minimum batch mixing capacity of 100 gallons at a time in the presence of a compliance forester is required. Batching will occur in no more than two containers, both of which must meet all product label specifications for all herbicides specified in the contract.
  1. All batching containers (drums, barrels, etc.) must be constructed of a non-porous and nonreactive material, be of sturdy construction, be free of defects, leaks, or cracks, and otherwise be in good working condition. All batching containers shall also have graduation marks in 5 gallon increments to help measure the contents. Under no circumstances will batch mixing occur within applicator backpacks. Approval to change any of these requirements shall only occur with prior written approval from the Compliance Forester.
  2. Capacity to provide full agitation to ensure adequate and thorough mixing of all chemicals, water, and adjuvants. Prior to starting work, the Compliance Forester must approve the method to be used by the Contractor in writing. In some cases, hand mixing may be acceptable. In other cases, motorized agitation may be required.

Contractor shall bear all costs of operation not specifically furnished by DNR.

J. Contractor will provide all herbicides, adjuvants, and carriers required to perform contract work as specified in the Unit Description(s). Approved substitutions for brand name herbicides are listed below:

<b>Brand Name Herbicide</b>	<b>Approved Substitute(s)</b>	
<b>Rodeo</b> EPA # 62719-324	<b>Foresters</b> <b>Aqua Neat</b> <b>Accord Concentrate</b>	<b>EPA# 228-381</b> <b>EPA # 228-365</b> <b>EPA# 62719-324</b>
<b>Arsenal AC</b> EPA # 241-299	<b>Imazapyr 4 SL</b> <b>Polaris AC</b>	<b>EPA # 74477-5</b> <b>EPA # 228-480</b>
<b>Polaris SP</b> EPA# 228-536	<b>Rotary 2 SL</b> <b>Chopper Gen2</b>	<b>EPA# 81927-6</b> <b>EPA# 241-430</b>
<b>Oust XP</b> EPA # 352-601	<b>Spyder</b>	<b>EPA # 228-408</b>
<b>Oust Extra</b> EPA# 352-622	<b>Spyder Extra</b>	<b>EPA# 228-6902</b>
<b>Forestry Garlon 4</b> EPA # 62719-40	<b>Element 4</b> <b>Tahoe 4E</b> <b>Triclopyr 4</b>	<b>EPA # 62719-40</b> <b>EPA # 228-517</b> <b>EPA # 81927-11</b>
<b>Loveland MSO Concentrate w/Leci-Tech</b>	<b>None</b>	
<b>Syl-Tac (Wilbur-Ellis)</b>	<b>Dyne-amic (Helena) or Liberate (Loveland)</b>	

K. Contractor shall bear all costs of operation not specifically furnished by DNR.

**B-02 Herbicide Application Requirements**

Contractor shall be responsible for all of the following:

- A. Mixing and applying herbicide on site as per the Unit Description(s).
- B. Upon request, providing a sample of the herbicide solution being applied as treatment.

- C. Keeping written English language records of each day's application work, including the specific location of areas treated with herbicide and the method of placement. The records to be kept shall be as per DNR's "Chemical Application Record". Contractor shall provide DNR with such records prior to payment for Work completed, or at any time earlier if requested by DNR.
- D. Keeping herbicide from contacting conifer trees.
- E. Marking treatment strips, spots, stems, or clumps with flagging and/or semi-permanent marker as specified in Pre-Work Conference.
- F. Properly disposing of all herbicide solutions, residues and empty containers in accordance with applicable laws.
- G. Refraining from applying herbicide to DNR designated buffer area.
- H. Immediately removing any debris or soil deposited in ditches, culverts, or roadways.
- I. Avoiding any activities that will result in excessive deterioration of ditches, culverts, or roadways.

### **B-03 Boundaries**

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

### **B-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 Weather Conditions**

Contractor shall be responsible for ceasing operations when product labeling, local industry standards, or other information indicate herbicide treatment may be ineffective or pose an unacceptable risk of noncompliance with applicable laws pertaining to the application of herbicides due to environmental conditions, such as:

- A. Air temperature of less than 40 degrees F (40°F) or greater than 85 degrees F (85°F); or
- B. Wind velocity greater than ten (10) miles per hour; or
- C. Rainfall causes water to run down stems of target plants; or
- D. The Compliance Forester determines spray conditions are unsuitable.

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

**B-07 Department of Natural Resources Obligations**

DNR shall be responsible for providing a Compliance Forester to acquaint Contractor with the unit(s) and to conduct periodic field inspections, provided that the Compliance Forester shall not limit Contractor's performance of the Work or limit Contractor's liability for its actions under this Contract.

**B-08 Special Requirements**

**A. Starting Date for Work**

Contractor shall begin Work on September 7, 2016 unless alternative plans are approved by the Contract Manager, or the Compliance Forester anticipates unfavorable weather conditions (Clause B-06).

## SECTION I-C: Compliance Inspection and Payments

### C-01 Field Inspections

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

- A. The Compliance Forester will use specifications contained in Section I-B and in the Unit Description to determine if Work performed is satisfactory.
- B. The Compliance Forester may at his/her option, subdivide and inspect, units to determine the acceptability of Work performed. Subdivisions for this purpose will be a minimum of ten (10) acres in size.

### C-02 Re-work of Unsatisfactory Units

The Compliance Forester may require Contractor to re-work a Unit on which Contractor's Work performance is not rated satisfactory. The Compliance Forester may require the re-work to be completed prior to starting Work on a new Unit. Reworked areas will be reexamined for contract compliance; the resulting performance rating will supersede the previous performance rating for the area in question.

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

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

### C-03 Payments

DNR will issue payments after field inspections have been completed. Payments will be made using the following criteria to determine rates and schedules:

#### A. L&I Insurance Premiums

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

#### B. Payment Schedule

The DNR shall make payments, in such amounts as DNR determines are properly due in accordance with the Work Schedule. Payments may be made by the month, unit, or by one total payment. Details of payment schedule will be determined in the Pre-Work Conference (Clause A-19) and will be set forth in the Work Schedule which shall become a part of this Contract once approved by DNR. DNR will attempt to comply with the desires and needs of Contractor but assumes no legal duty or obligation to adhere to the schedule of payment so arranged.

#### C. Partial Payment

Partial Payment may be made upon completion of part of a unit as determined by DNR. Request for partial payment is to be made by Contractor utilizing Contractor's Billing Invoice and Compliance Report provided by

DNR. Contractor or Designated Contract Representative shall sign Contractor's Billing Invoice and Compliance Report after completion of each such "sub-unit" being submitted for payment. DNR will then make payment recommendations for the invoice and forward Contractor's Billing Invoice and Compliance Report to DNR's Region office for processing.

**D. Unit Completion Form**

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

**E. Verification Traverse**

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

**F. Reduction in Payment**

DNR may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any payment to such extent as may be necessary to protect DNR from loss or damage for reasons including but not limited to:

1. Work not in accordance with the Contract Documents;
2. Reasonable evidence that the Work required by the Contract Documents cannot be completed for the unpaid balance of the Contract Sum;
3. Work by DNR to correct defective Work or complete the Work;
4. Failure to perform in accordance with the Contract Documents; or
5. Cost or liability that may occur to DNR as the result of Contractor's fault or negligent acts or omissions.
6. Upon completion of individual units where a broadcast application is used, if the Compliance Forester calculates the application rate (herbicide product, adjuvants, and carriers), and determines that Contractor has applied less than the specified quantity (i.e., gallons of solution/acre) in the Contract, then DNR at its discretion can reduce payment by the percentage less than the specified quantity. In general, this will only occur when the quantity applied is less than 90% of the specified quantity. In such cases, it is not in the DNR's interest to require the Contractor to re-enter the unit and apply the remaining herbicide, therefore DNR may reduce payment as follows:

Calculation Method:

1. Unit acres as specified in Section II-A: Unit Description table shall be multiplied by the gallons of solution/acre specified in the Section II Required Herbicide Mixes table to calculate the **Amount Specified** (the total gallons of solution/unit specified).
2. Total gallons of solution applied shall be divided by the total gallons of solution specified, then multiplied by 100 to calculate the **Percentage Applied**.

3. If the Percentage Applied is less than 90%, unit **payment** shall be calculated being the Percentage Specified multiplied by the total unit price (\$).

EXAMPLE:

A 50 acre unit is specified to be sprayed with 10 gallons of solution per acre. Upon completion of spraying, the Compliance Forester determines that 420 gallons have been applied. The bid price per acre was \$75.00 and the total unit bid price was \$3,750.00.

1. **Amount Specified** = 50 acres x 10 gallons = 500 gallons of solution
2. **Percentage Applied** =  
420 gallons of solution applied / 500 gallons of solution specified x 100 = 84%.
3. **Payment** = 84% (Percentage Applied) x \$3,750.00 (Total Unit Price) = \$3,150.00 (reduction in payment of \$600).

## SECTION II-A: UNIT DESCRIPTION

### Contract 1634 - Unit Description Summary Table

Unit	FMU	Unit Name	Mix	Treatment Acres	Treatment Type	DBB & DFo Target Spp.	S	T	R	E/W	Gate	Additional Requirements, Comments
1	78472	COYLE RETREAT U1	1, 3, 4	56	Br, DBB, DFo	BLM, SB	16, 21	28	1	W	Yes	Treat ROW and Rock Pit to the south, SB concentrated within 200' of roads
2	77922	COYLE RETREAT U7	1	18	Br		26, 35	27	1	W	Yes	
3	74038	SKIDDER TRAP U2	1	7	Br		2	28	2	W	Yes	
4	68812	SKIDDER TRAP U3	1	10	Br		2, 3	28	2	W	Yes	
5	78076	EDEN VIEW U2	3	14	DBB	BLM	18	30	7	W	Yes	
6	74943	FOUR ISLANDS U3	1	25	Br		10	30	9	W	Yes	Gate usually open
7	64291	SADIE U2	1	38	Br		25, 36	31	10	W	No	
8	84982	STUMPY'S RIDE U1	2	33	Br		29, 32	32	12	W	No	Do not treat advanced regen pockets
9	87713	STUMPY'S RIDE U5A	2	6	Br		36	32	13	W	No	
10	84986	STUMPY'S RIDE U5B	2	37	Br		35, 36	32	13	W	No	
11	68903	BLOWDER CREEK U1	2	91	Br		5, 6	31	12	W	No	
12	68904	BLOWDER CREEK U2	2	91	Br		4, 5, 32	31 32	12 12	W W	No	
13	82805	TOADSTOOL U4	2	76	Br		29, 32	27	10	W	No	
14	82806	TOADSTOOL U5	2	1	Br		32	27	10	W	No	
15	64973	MINNOW U1	2	5	Br		33	24	11	W	No	Partial Unit
16	90210	SURROUNDED U1	5	79	Br		36	22	9	W	No	
17	90211	SURROUNDED U2	5	2	Br		36	22	9	W	No	
18	90212	SURROUNDED U3	5	98	Br		36	22	9	W	No	

**UNITS: 18      TREATMENT ACRES: 687**

Treatment Type Abbreviations: Br = Broadcast Treatment, DBB = Directed Basal Bark Treatment, DFo = Directed Foliar Treatment; Target Species Abbreviations: BLM = Big Leaf Maple, SB = Scotch Broom.

- 1) Units 1 & 5 use Triclopyr for the Directed Basal Bark treatments of Big Leaf Maple clumps
- 2) Unit 1 uses Triclopyr for the Directed Foliar Treatment of Scotch Broom
- 3) Units 2-5 are gated and require an AA-1 Key, available at the OLY REG Office.
- 4) Units 16-18 use mix 5 for site prep

### Contract 1634 UNIT DESCRIPTION: REQUIRED HERBICIDE MIXES

	PRODUCT	ACTIVE INGREDIENT (A.I.)	A.I. CONCENTRATION	RATE PER ACRE	RATE PER GALLON (DBB and DFo Apps Only)	CARRIER	TOTAL SOLUTION PER ACRE	MARKING	Total Treatment Acres by Mix
1	Rodeo	Glyphosate	5.4 lbs/gal 53.8%	32 oz		Water	10	Blue or Red Dye. Flag Strips	154
	Arsenal AC	Imazapyr	53.1%	2 oz					
	Oust XP	Sulfometuron methyl	75%	3 oz					
	Syl-Tac	N/A	N/A	0.5 oz					
2	Rodeo	Glyphosate	5.4 lbs/gal 53.8%	32 oz		Water	10	Blue or Red Dye. Flag Strips	340
	Oust XP	Sulfometuron methyl	75%	3 oz					
	Syl-Tac	N/A	N/A	0.5 oz					
3	Forestry Garlon 4	Triclopyr	4.0 lbs/gallon 61.6%	Variable	0.25 gallons	Mentholated Seed Oil (75% by volume)	Variable	Blue or Red Dye. Flag BLM Clumps	70
	Loveland MSO Concentrate w/Leci-Tech	N/A	N/A	Variable	0.75 gallons				
4	Forestry Garlon 4	Triclopyr	4.0 lbs/gallon 61.6%	Variable	2 oz	Water		Blue or Red Dye. Flag Strips	56
	Syl-Tac	N/A	N/A	Variable	8 oz				
5	Rodeo	Glyphosate	5.4 lbs/gal 53.8%	48 oz		Water	10	Blue or Red Dye. Flag Strips	179
	Polaris SP	Imazapyr	27.6%	24 oz					
	Oust Extra	Sulfometuron methyl Metsulfuron Methyl	56.25% by weight 15% by weight	4 oz					
	Syl-Tac	N/A	N/A	8 oz					

### Contract 1634 Estimated Product Quantities

		Estimated Herbicide Quantities						Carrier Quantity	Adjuvant Quantity
		Gallons				Pounds (lbs)		Gallons	Gallons
Herbicide Mix	Acres by Mix	Rodeo	Polaris SP	Arsenal AC	Forestry Garlon 4	Oust Extra	Oust XP	Loveland MSO concentrate w/ Leci-Tech	Syl-Tac
1	154	39	-	3	-	-	29	-	0.6
2	340	85	-	-	-	-	64	-	1.3
3	70	-	-	-	Not estimated	-	-	Not estimated	-
4	56	-	-	-	Not estimated	-	-	-	Not estimated
5	179	67	34	-	-	45	-	-	11
<b>Rounded Totals</b>	799	191	34	3	Not estimated	45	93	Not estimated	13

- Allowable Herbicide Substitutions: See Section B-01, Paragraph J
- Herbicide Mix 1 & 2 represent Conifer Release Broadcast mixtures
- Herbicide Mix 3 represents Conifer Release Directed Basal Bark Triclopyr mixture (BLM– See UDS Comments)
- Herbicide Mix 4 represents Conifer Release Directed Foliar Triclopyr mixture (Scotch broom)
- Herbicide Mix 5 represents Site Preparation Broadcast mix

**Note:** Herbicide Mix 3 (70 ac) and Mix 4 (56ac) are not included in treatment acres sum shown above in Unit Description Summary Table.

## **CONTRACT 1634 UNIT DESCRIPTION: Treatment Requirements**

**Activity Treatment Type: Conifer Release & Site Preparation, Ground Broadcast & Directed Herbicide Application**

**Term of Contract: September 7, 2016 – September 30, 2016**

**Minimum Crew Size: 10**

**Inspector shall meet crew on treatment unit Monday through Friday, no earlier than 0630 unless previously agreed upon in writing.**

**Treatment Techniques (general):** Herbicide must be mixed on site in the presence of the DNR Compliance Forester. Applicator's equipment including Personal Protective Equipment (PPE) and application method must be in compliance with herbicide labels and Washington Department of Agriculture regulations. All strip edges shall be flagged in color ribbon and a compatible blue or red dye shall be utilized as marking in the spray solution by the contractor as to indicate even coverage throughout the unit.

**Treatment Techniques Broadcast (for all treatment units with Mix 1, Mix 2 and Mix 5):** Ground broadcast, waving wand application with backpack sprayers on all exposed soil and vegetation up to 15 feet tall is required. Evenly distribute all specified herbicide rates at the 8-10 gallon per acre total solution rate except within no spray buffer areas identified on the unit map or by the DNR compliance forester. Do not apply Mix 1 or Mix 2 within 50 feet of streams, marshes, ponds, or irrigation ditches.

**Treatment Technique - Directed Foliar (for all treatment units with Mix 4):** Apply herbicide uniformly covering the foliage of the vegetation of the individual target plant (See UDS Table above). Apply to all sides of the target plant foliage using spray pressures and techniques that minimize spray drift. Avoid contact with conifers.

**Treatment Technique - Directed Basal Bark (for all treatment units with Mix 3):** On target plants (See UDS Table above), apply herbicide to entire circumference of each stem using an average of approximately 0.25 to 1 fluid ounce per single stem and from 3 to 10 fluid ounces per clump of stems attached to stump sprouts. Coverage shall be from stem initiation upwards to a point at least six (6) inches above stem initiation on single stems and twelve (12) inches above stem initiation on all stems attached to a clump resulting in a length of stem covered on all sides for 6-12 inches. Each BLM stump sprout clump or single stem shall be marked at time of treatment by the applicator by tying a length of colored flagging hanging 12 inches from the knot at a height greater than 4 feet above the ground or at the top of the stem if the stem is less than 4 feet. Avoid contact with conifers. Use spray pressures and techniques that minimize spray drift.

**Equipment Requirements:** All backpack sprayers must be a minimum 4 gallon capacity. All nozzles used by the crew for a like treatment technique must be the same configuration and orifice size to facilitate even coverage and rate calibration.

**Additional Requirements:** See include Unit Maps for treatment boundary illustration.

**SECTION II-B: UNIT MAPS**

# Contract 1634 Unit Map

Conifer Release - Ground Herbicide

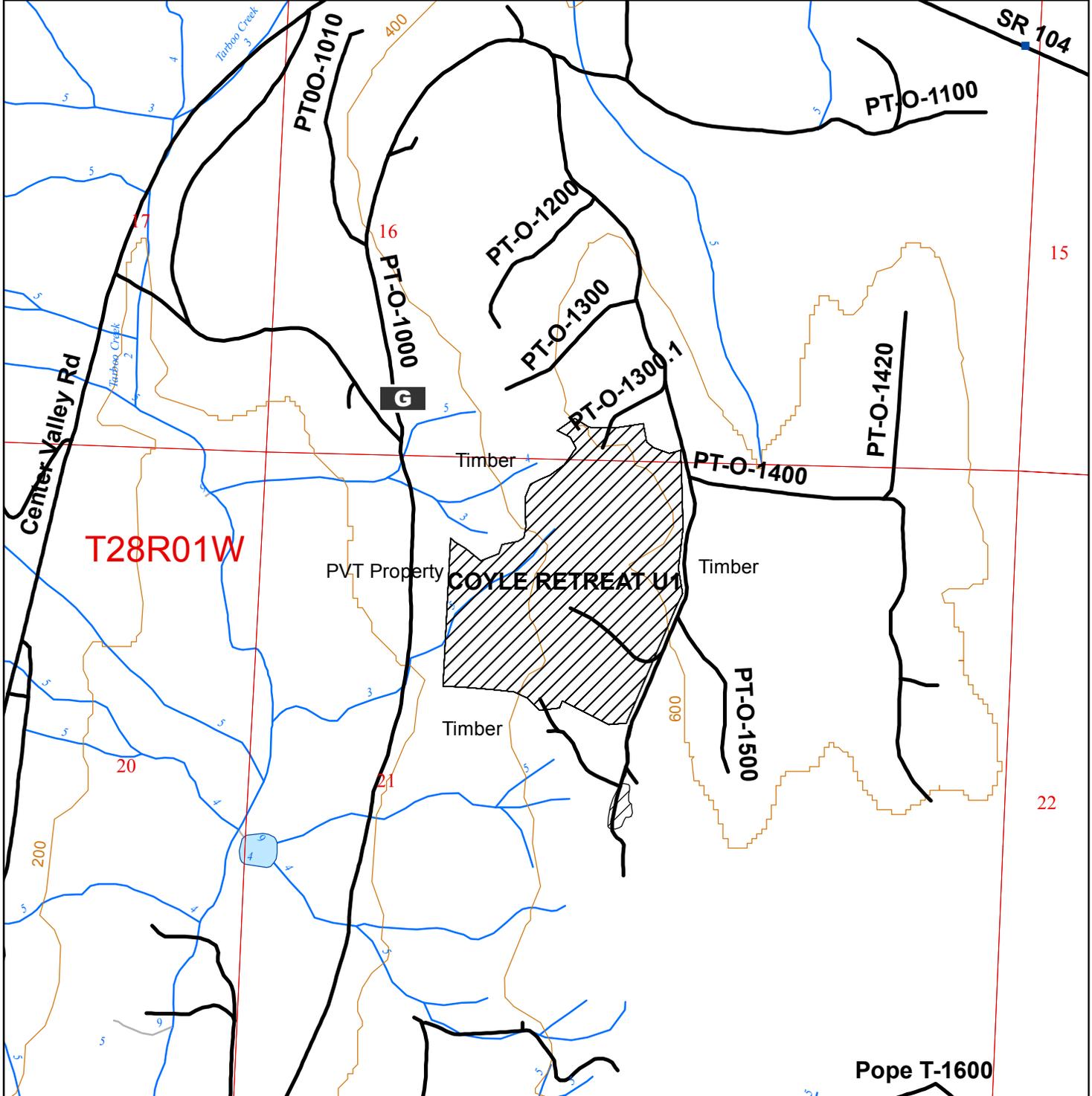
County: Jefferson

DNR Olympic Region, Straits District

Unit No.: 1

Unit Names: Coyle Retreat U1

Treatment Acres: 56



- |   |                            |               |   |                        |
|---|----------------------------|---------------|---|------------------------|
|  | Treatment Area             | <b>Legend</b> |  | Gate                   |
|  | Public Land Survey Section |               |  | Blocked Road           |
|  | DNR Managed Lands          |               |  | Pink Flagline Boundary |
|  | Roads                      |               |  | Streams                |

1:12,000 Scale  
200' Contours



# Contract 1634 Unit Map

Conifer Release - Ground Herbicide

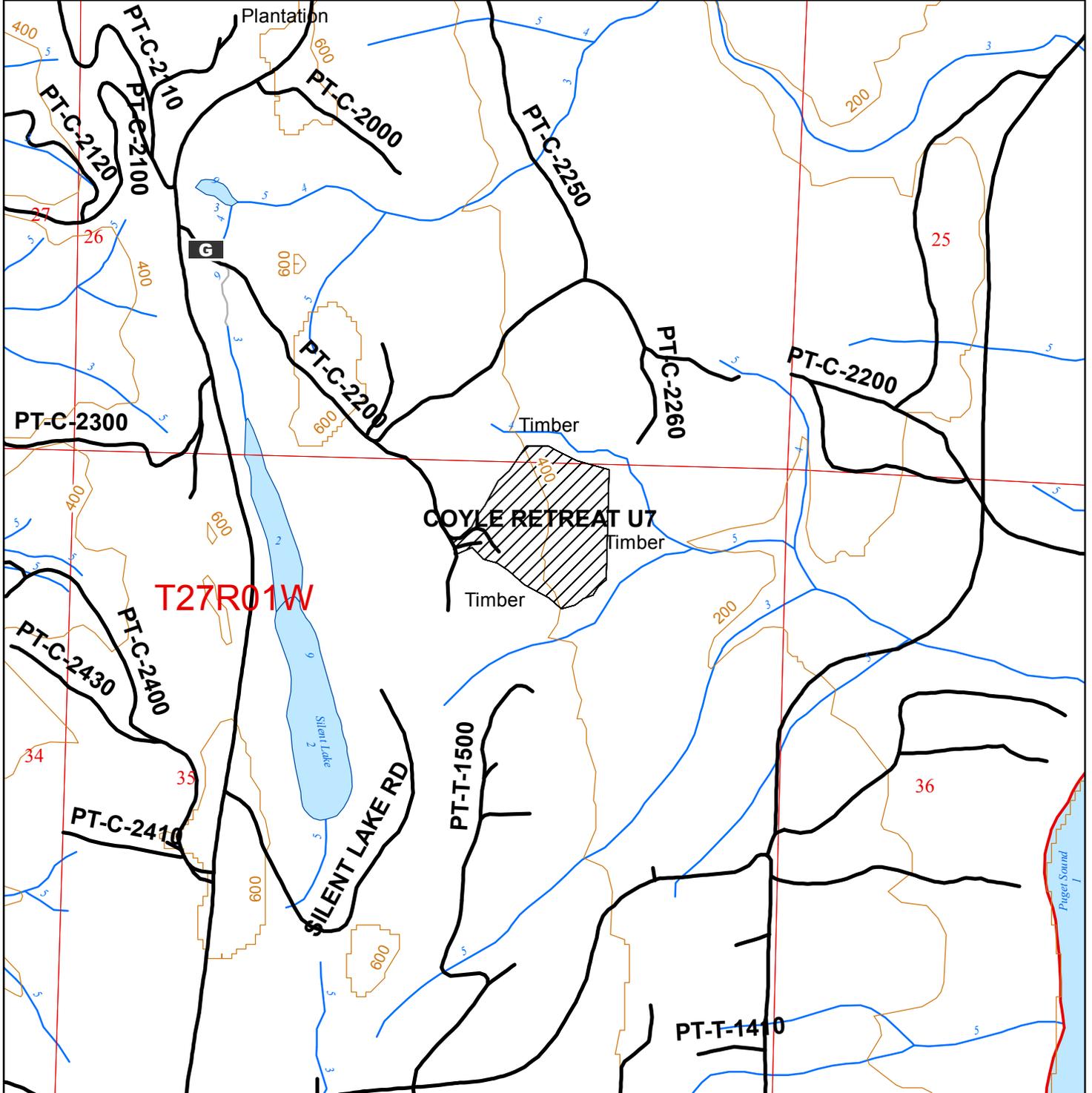
County: Jefferson

DNR Olympic Region, Straits District

Unit No.: 2

Unit Names: Coyle Retreat U7

Treatment Acres: 18



- |   |                            |               |   |                        |
|---|----------------------------|---------------|---|------------------------|
|  | Treatment Area             | <b>Legend</b> |  | Gate                   |
|  | Public Land Survey Section |               |  | Blocked Road           |
|  | DNR Managed Lands          |               |  | Pink Flagline Boundary |
|  | Roads                      |               |  | Streams                |

1:12,000 Scale  
200' Contours



# Contract 1634 Unit Map

Conifer Release - Ground Herbicide

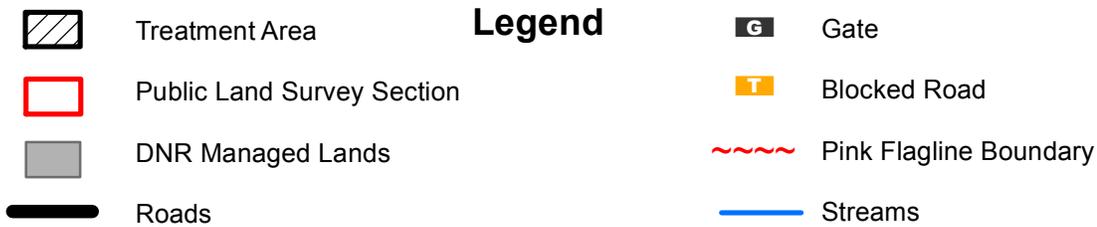
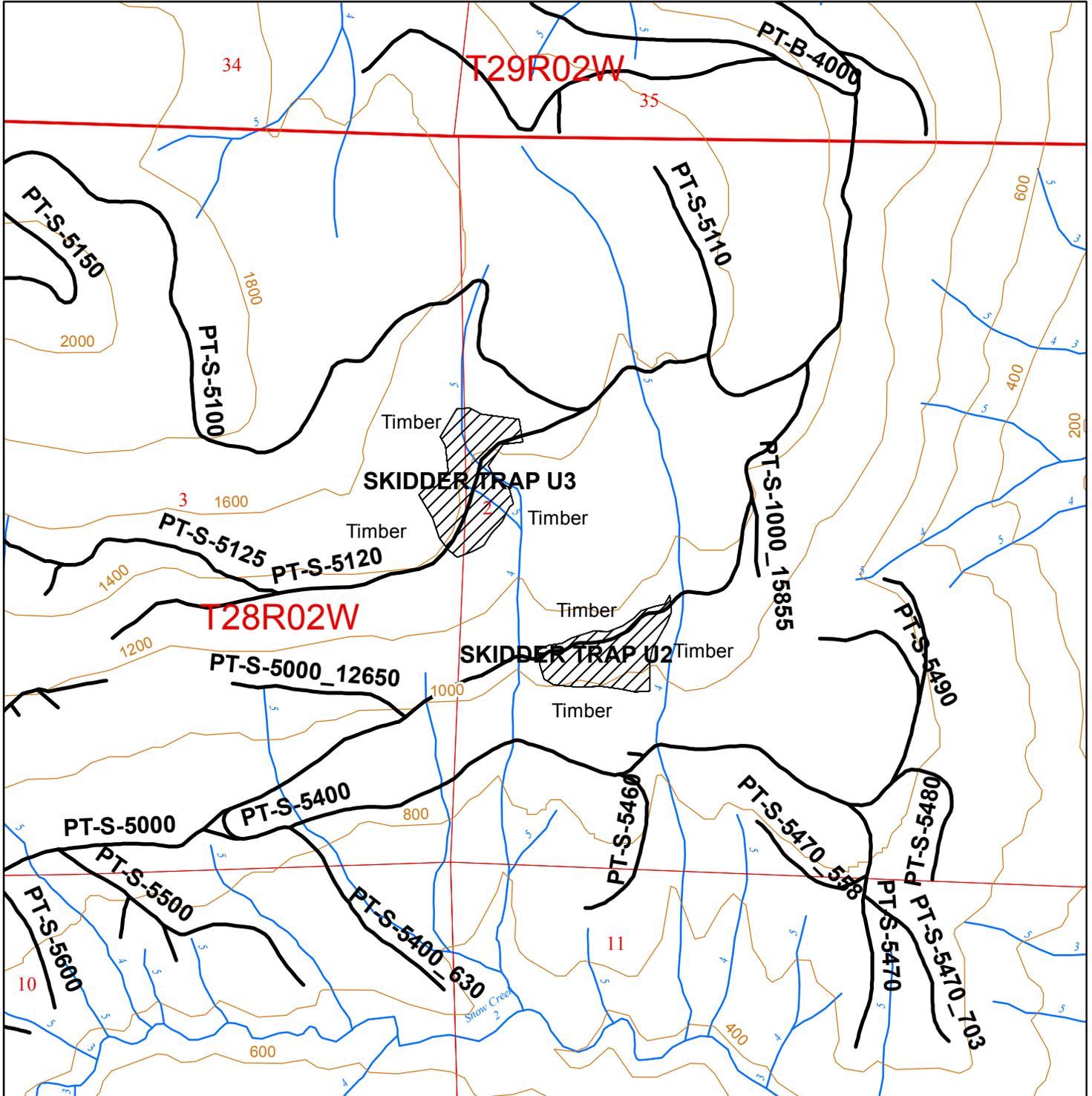
County: Jefferson

DNR Olympic Region, Straits District

Unit No.: 3 & 4

Unit Names: Skidder Trap U2 & U3

Treatment Acres: 7 & 10



1:12,000 Scale  
200' Contours



# Contract 1634 Unit Map

Conifer Release - Ground Herbicide & DBB

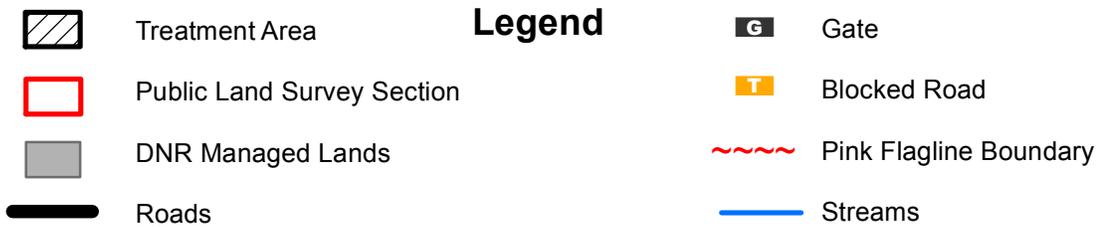
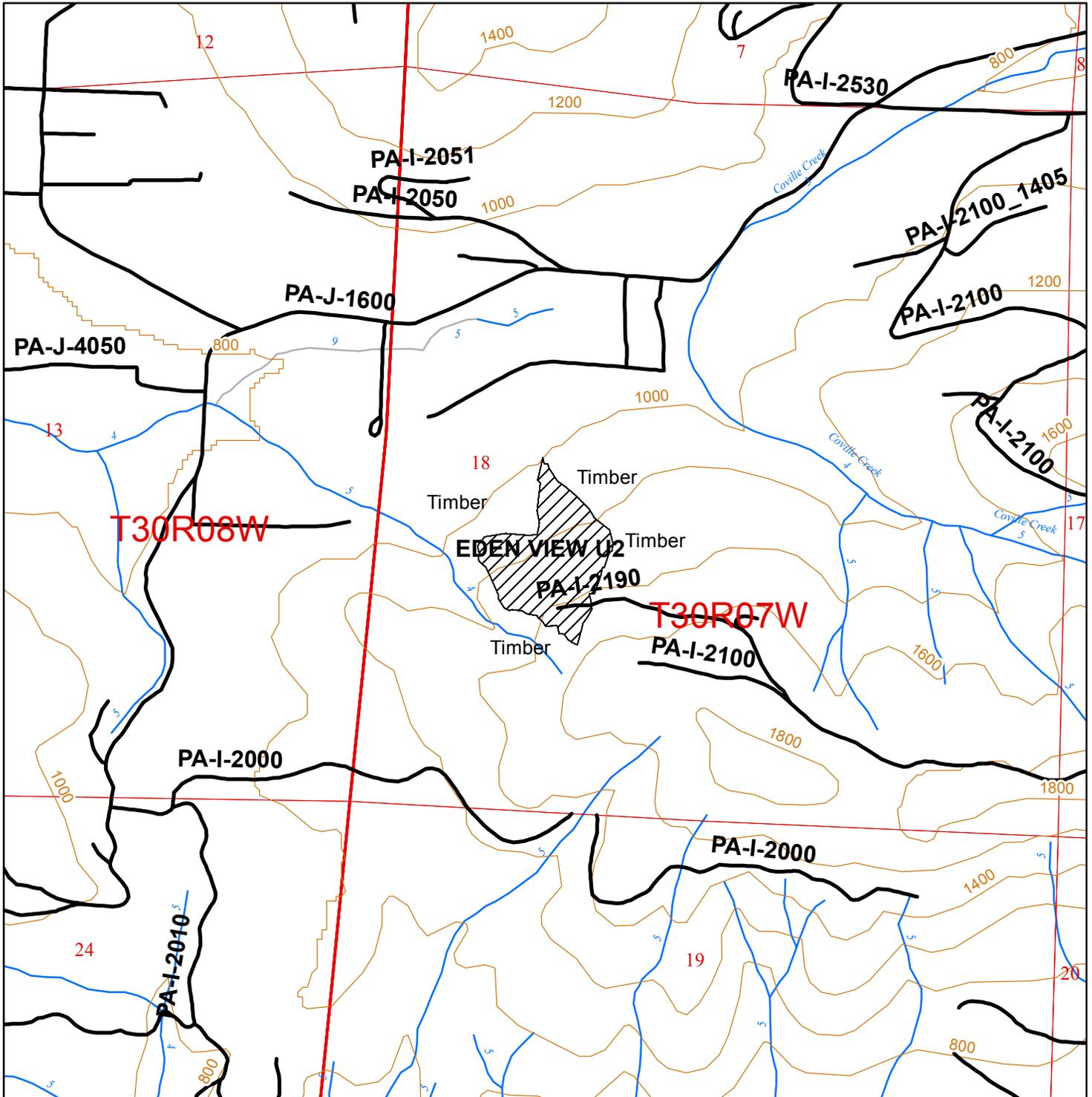
County: Clallam

DNR Olympic Region, Straits District

Unit No.: 5

Unit Names: Eden View U2

Treatment Acres: 14



1:12,000 Scale  
200' Contours



# Contract 1634 Unit Map

Conifer Release - Ground Herbicide

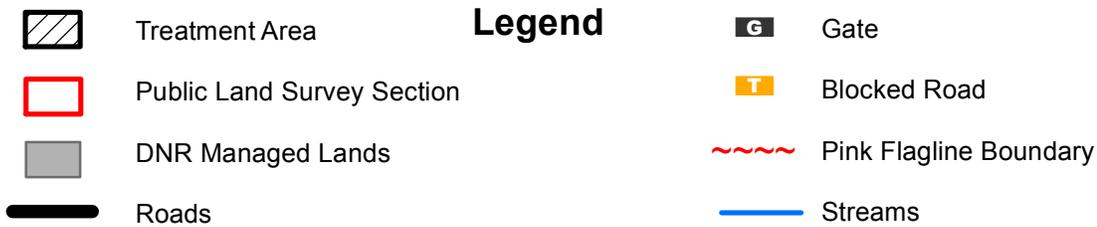
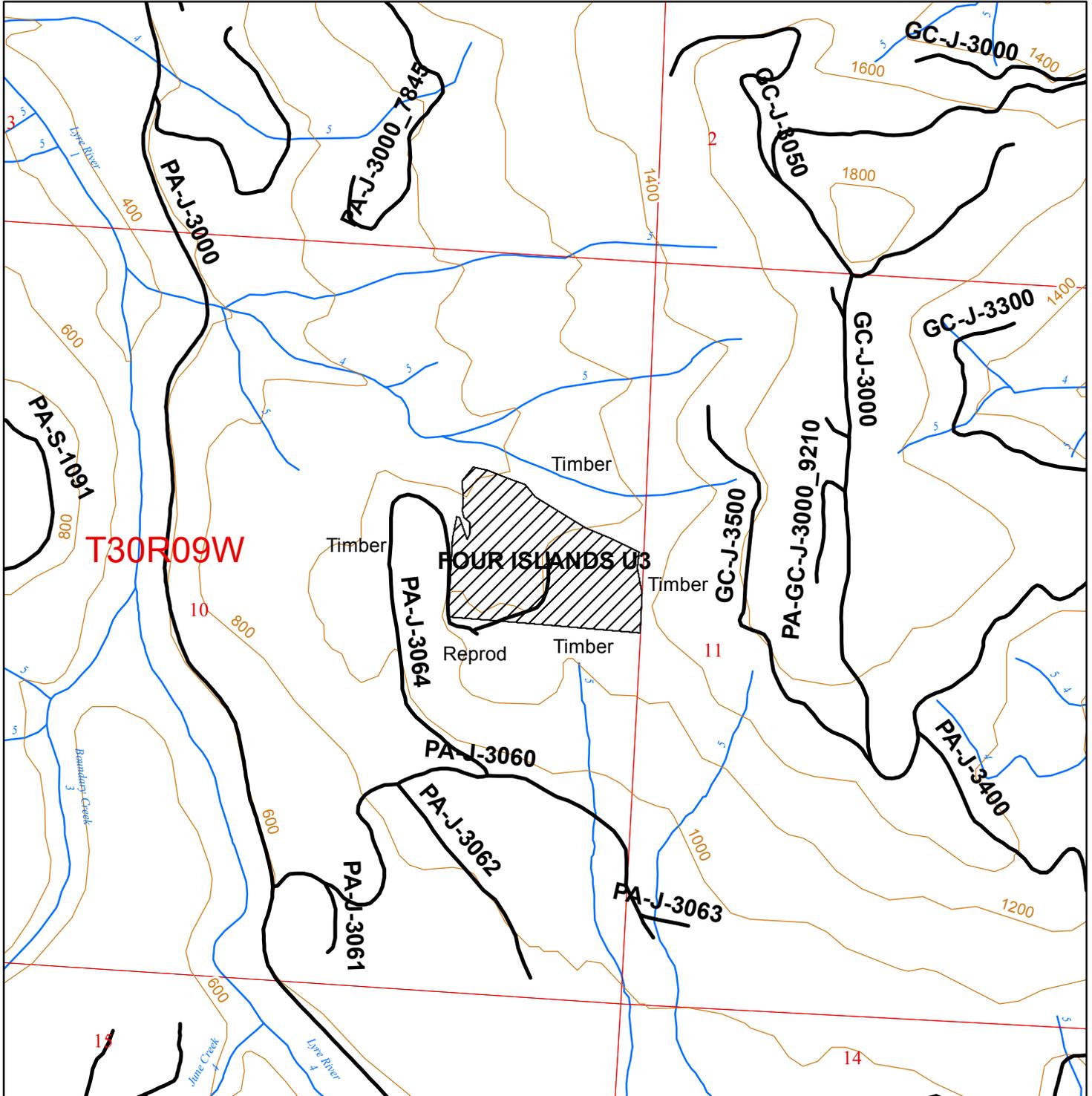
County: Clallam

DNR Olympic Region, Straits District

Unit No.: 6

Unit Names: Four Islands U3

Treatment Acres: 25



1:12,000 Scale  
200' Contours



# Contract 1634 Unit Map

Conifer Release - Ground Herbicide

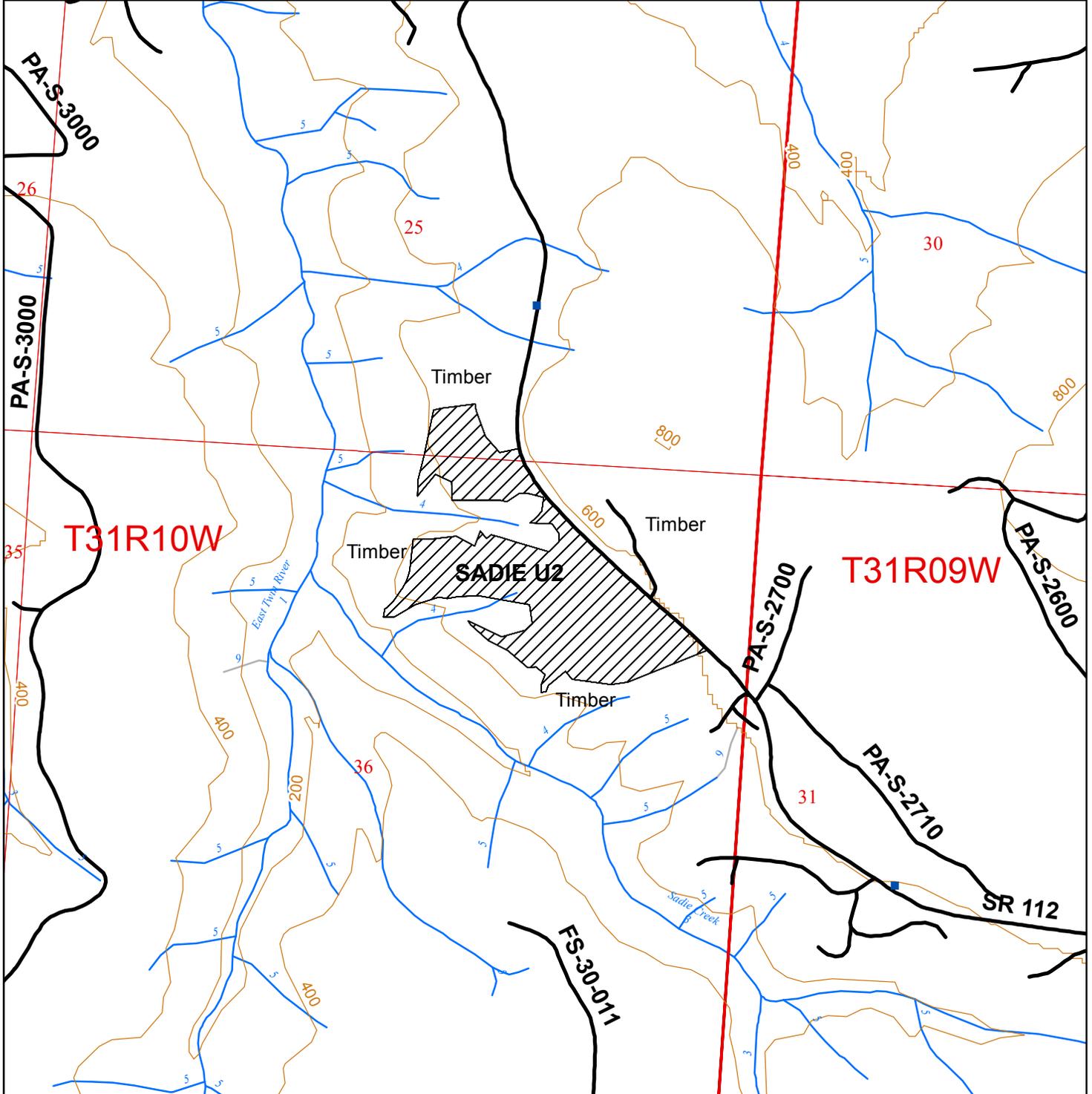
County: Clallam

DNR Olympic Region, Straits District

Unit No.: 7

Unit Names: Sadie U2

Treatment Acres: 38



- |   |                            |               |   |                        |
|---|----------------------------|---------------|---|------------------------|
|  | Treatment Area             | <b>Legend</b> |  | Gate                   |
|  | Public Land Survey Section |               |  | Blocked Road           |
|  | DNR Managed Lands          |               |  | Pink Flagline Boundary |
|  | Roads                      |               |  | Streams                |

1:12,000 Scale  
200' Contours



# Contract 1634 Unit Map

Conifer Release - Ground Herbicide

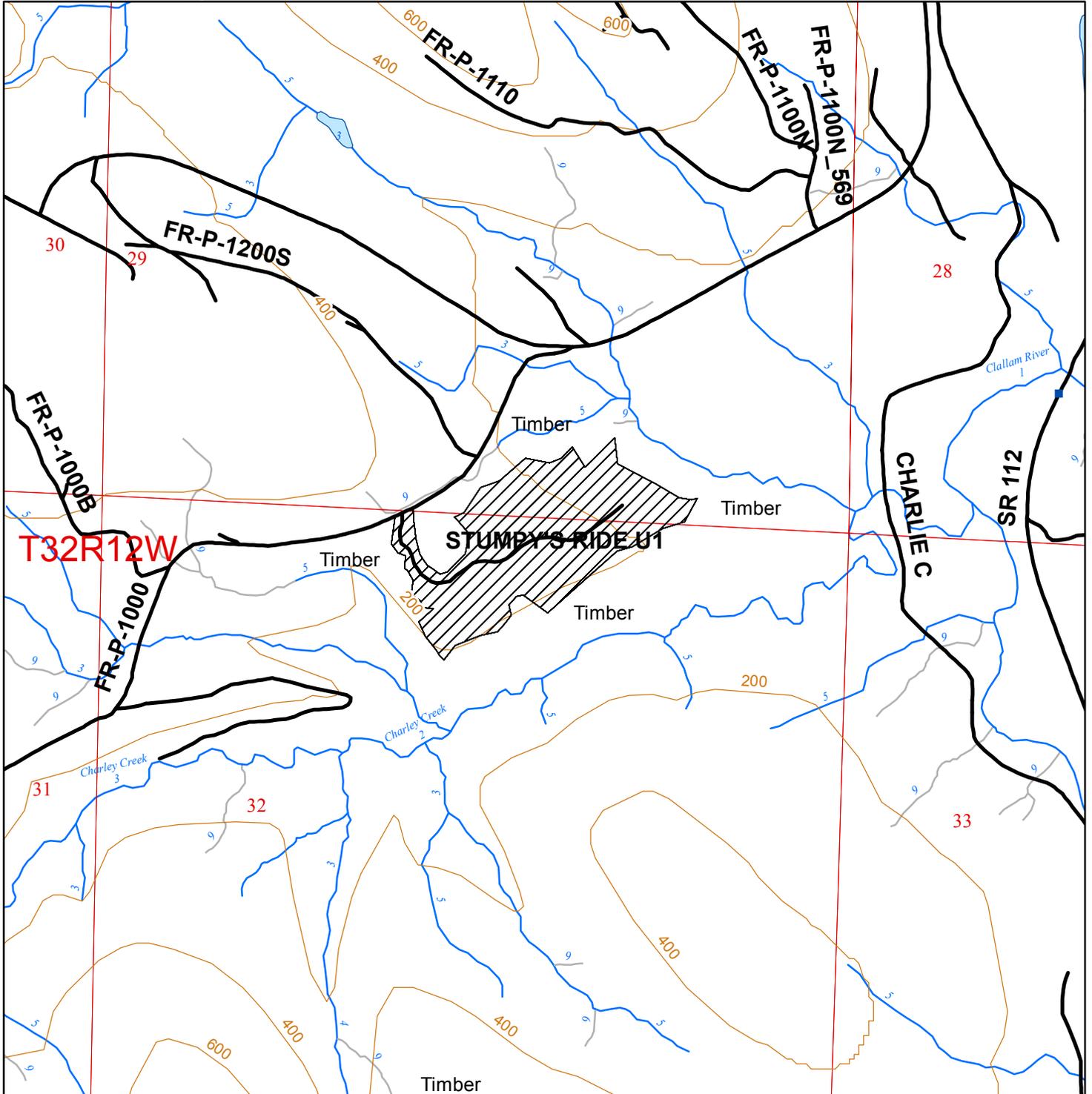
County: Clallam

DNR Olympic Region, Coast District

Unit No.: 8

Unit Names: Stumpy's Ride U1

Treatment Acres: 33



Treatment Area



Public Land Survey Section



DNR Managed Lands



Roads

## Legend



Gate



Blocked Road



Pink Flagline Boundary



Streams

1:12,000 Scale  
200' Contours



# Contract 1634 Unit Map

Conifer Release - Ground Herbicide

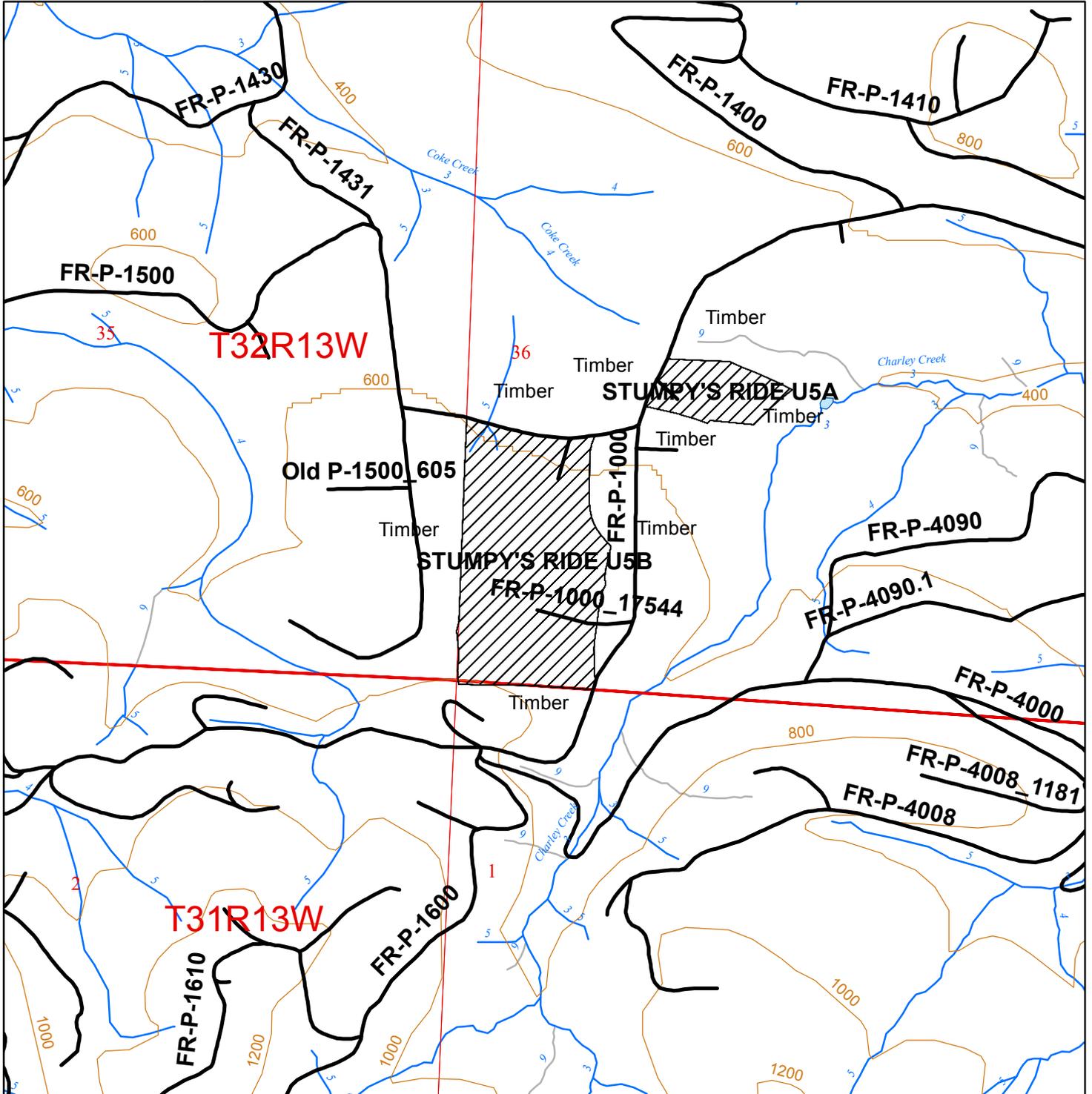
County: Clallam

DNR Olympic Region, Coast District

Unit No.: 9 & 10

Unit Names: Stumpy's Ride U5A & U5B

Treatment Acres: 6 & 37



	Treatment Area	<b>Legend</b>		Gate
	Public Land Survey Section			Blocked Road
	DNR Managed Lands			Pink Flagline Boundary
	Roads			Streams

**1:12,000 Scale**  
**200' Contours**



# Contract 1634 Unit Map

Conifer Release - Ground Herbicide

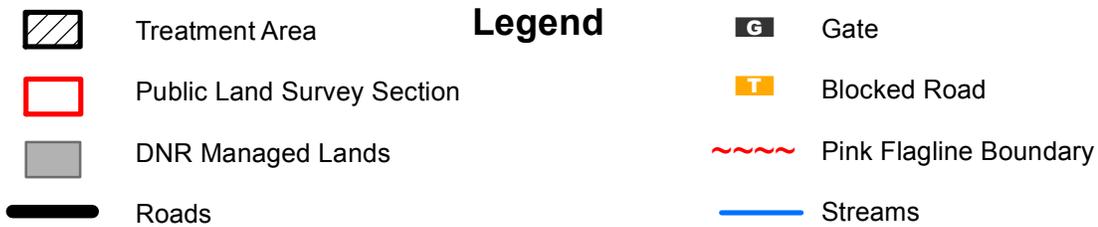
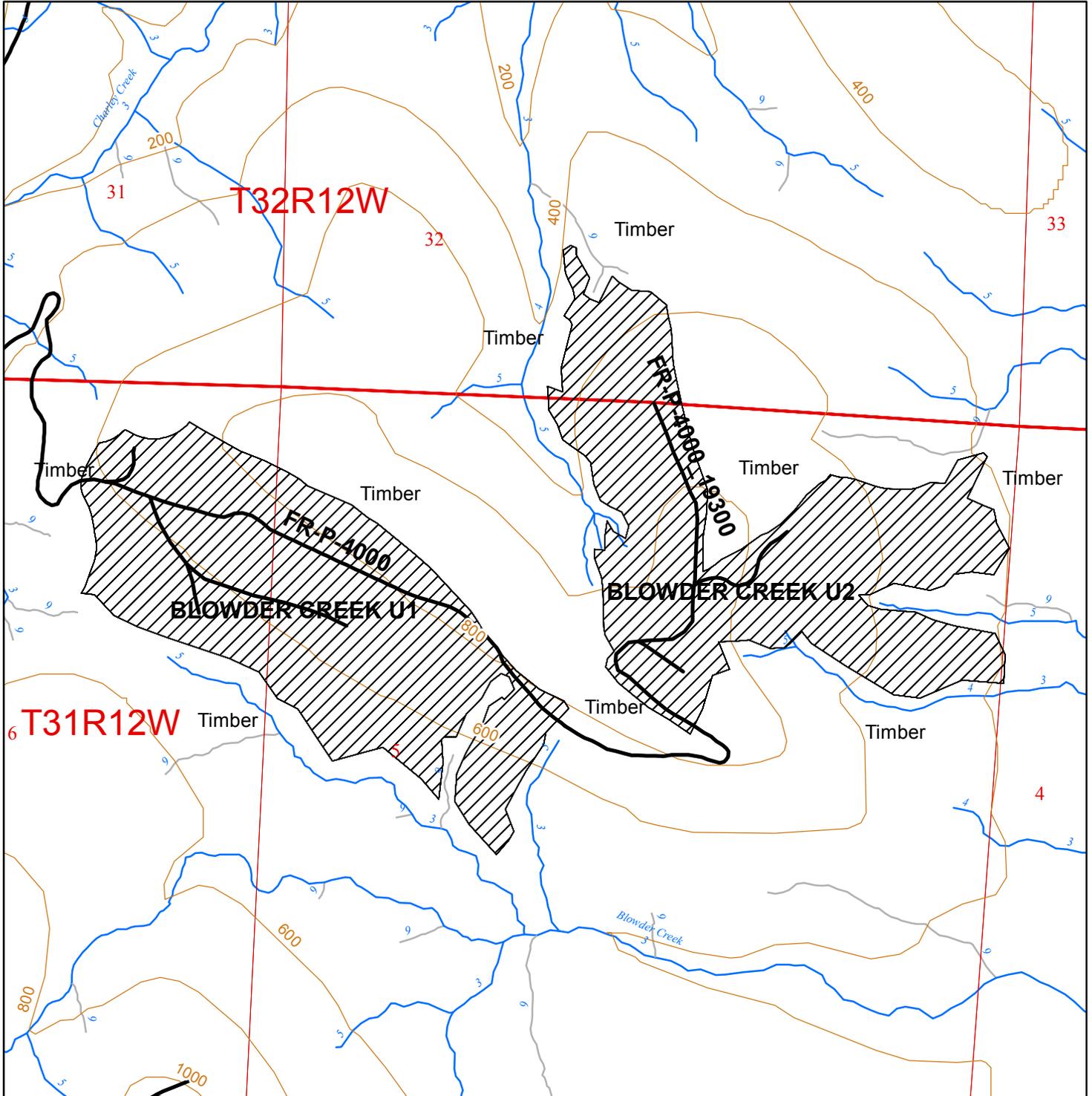
County: Clallam

DNR Olympic Region, Coast District

Unit No.: 11 & 12

Unit Names: Blowder Creek U1 & U2

Treatment Acres: 91 & 91



1:12,000 Scale  
200' Contours



# Contract 1634 Unit Map

Conifer Release - Ground Herbicide

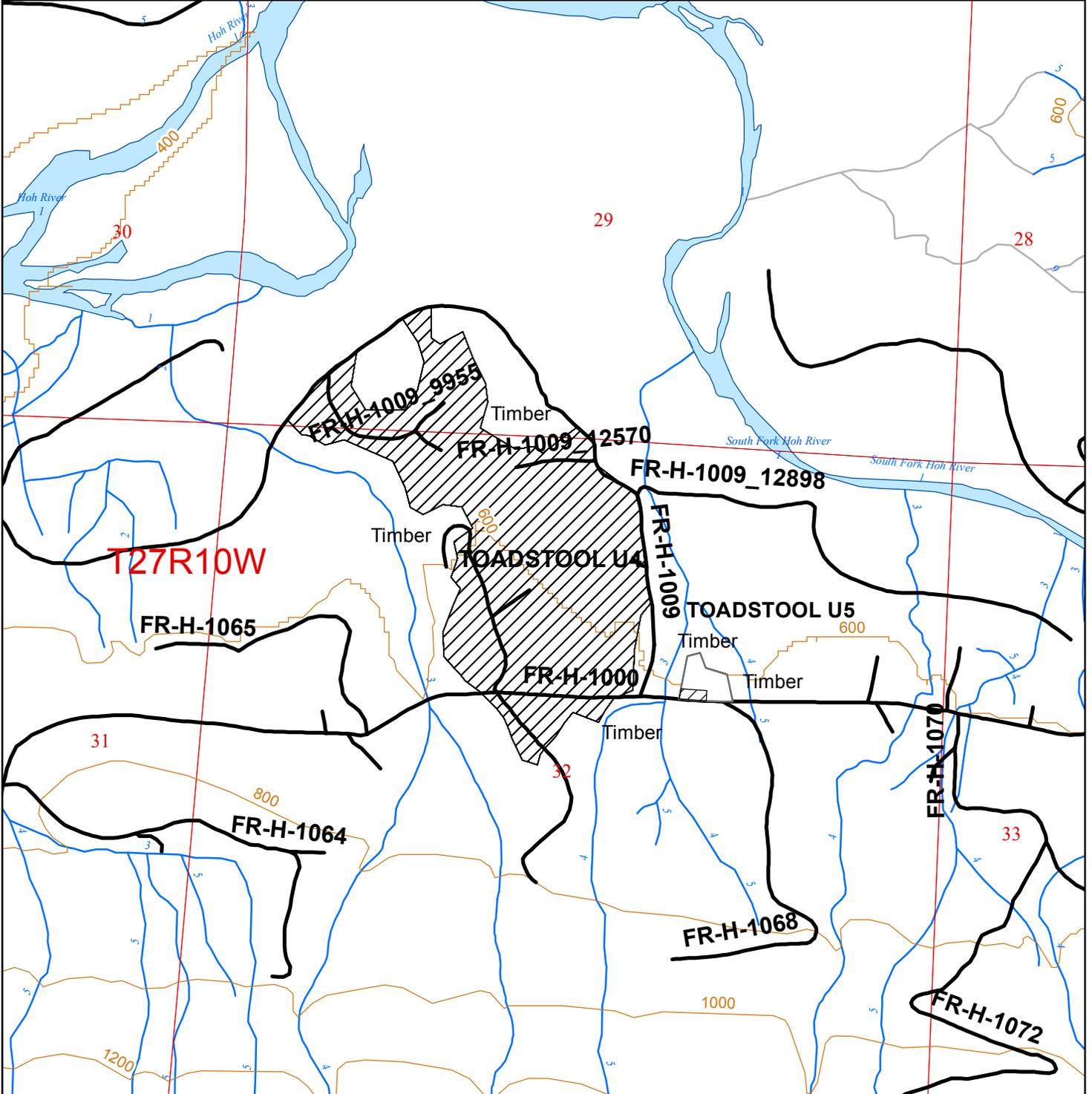
County: Jefferson Unit

DNR Olympic Region, Coast District

No.: 13 & 14

Unit Names: Toadstool U4 & U5

Treatment Acres: 76 & 1



- |   |                            |               |   |                        |
|---|----------------------------|---------------|---|------------------------|
|  | Treatment Area             | <b>Legend</b> |  | Gate                   |
|  | Public Land Survey Section |               |  | Blocked Road           |
|  | DNR Managed Lands          |               |  | Pink Flagline Boundary |
|  | Roads                      |               |  | Streams                |

1:12,000 Scale  
200' Contours



# Contract 1634 Unit Map

Conifer Release - Ground Herbicide

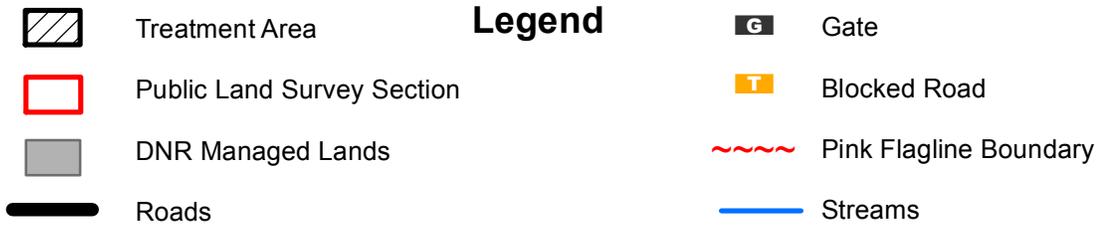
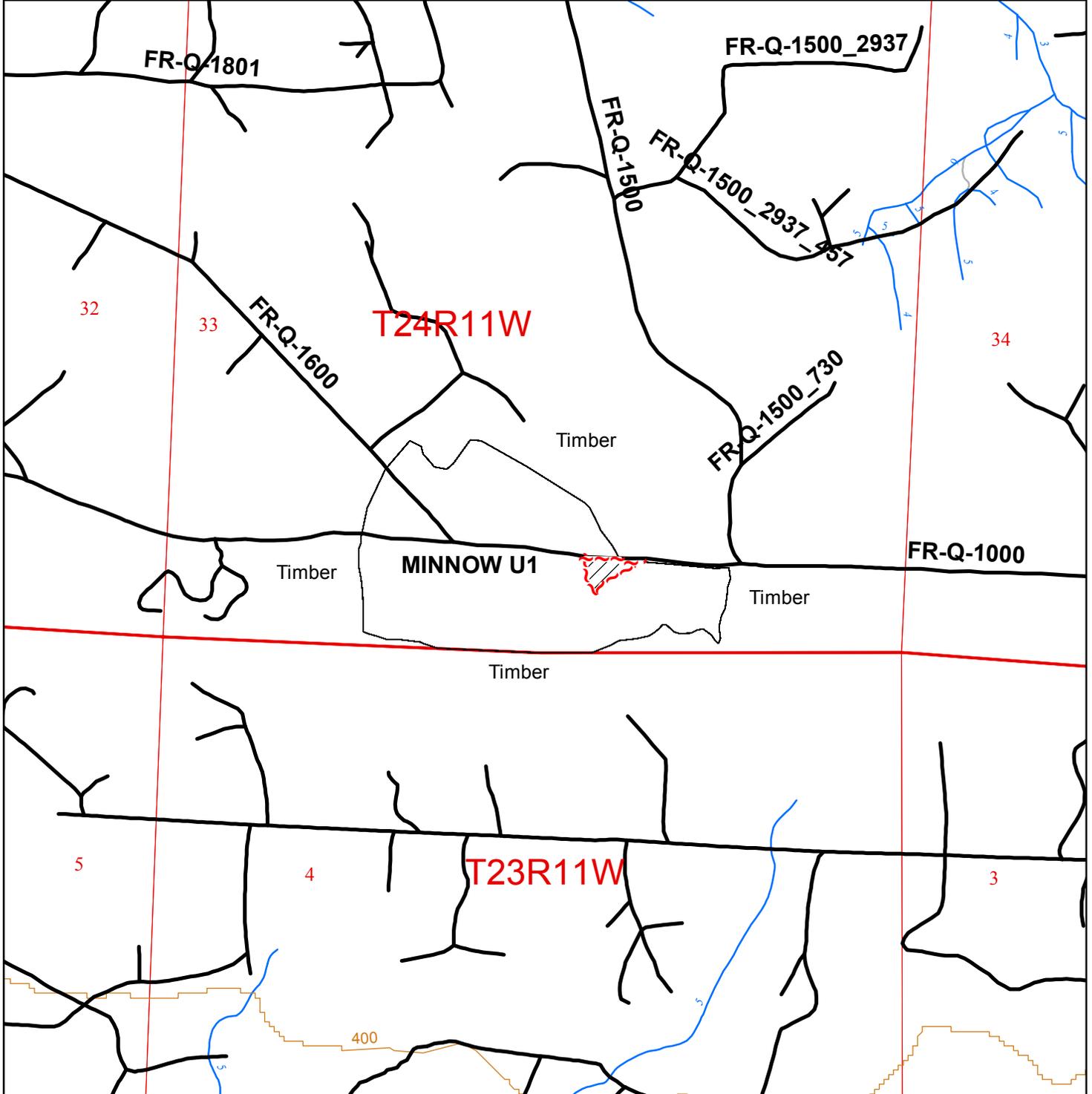
County: Jefferson

DNR Olympic Region, Coast District

Unit No.: 15

Unit Names: Minnow U1

Treatment Acres: 5



1:12,000 Scale  
200' Contours

# Contract 1634 Unit Map

Site Prep- Ground Herbicide

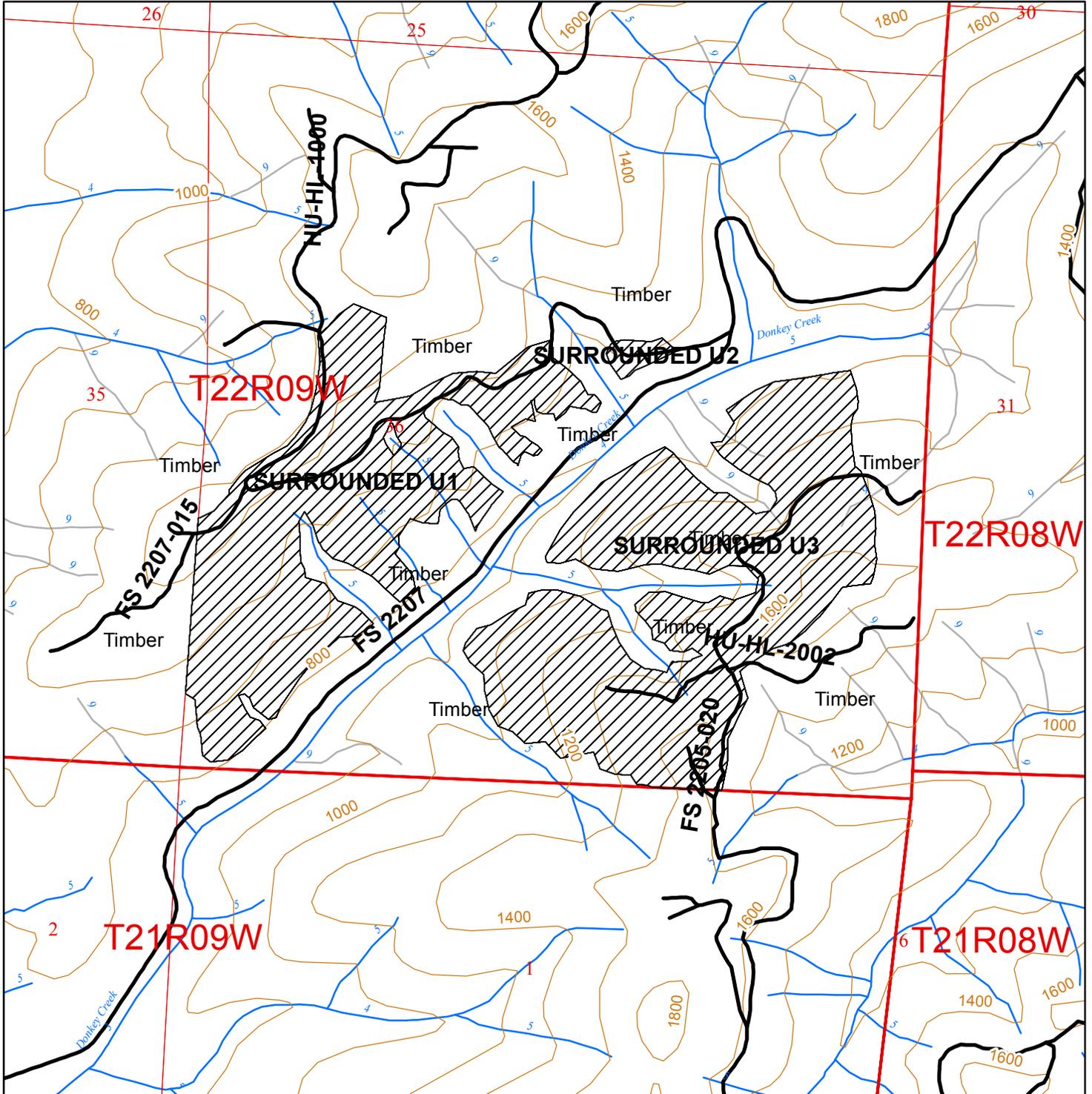
County: Jefferson

DNR Olympic Region, Coast District

Unit No.: 16, 17, 18

Unit Names: Surrounded U1, U2, U3

Treatment Acres: 79, 2, 98



	Treatment Area	<b>Legend</b>		Gate
	Public Land Survey Section			Blocked Road
	DNR Managed Lands			Pink Flagline Boundary
	Roads			Streams

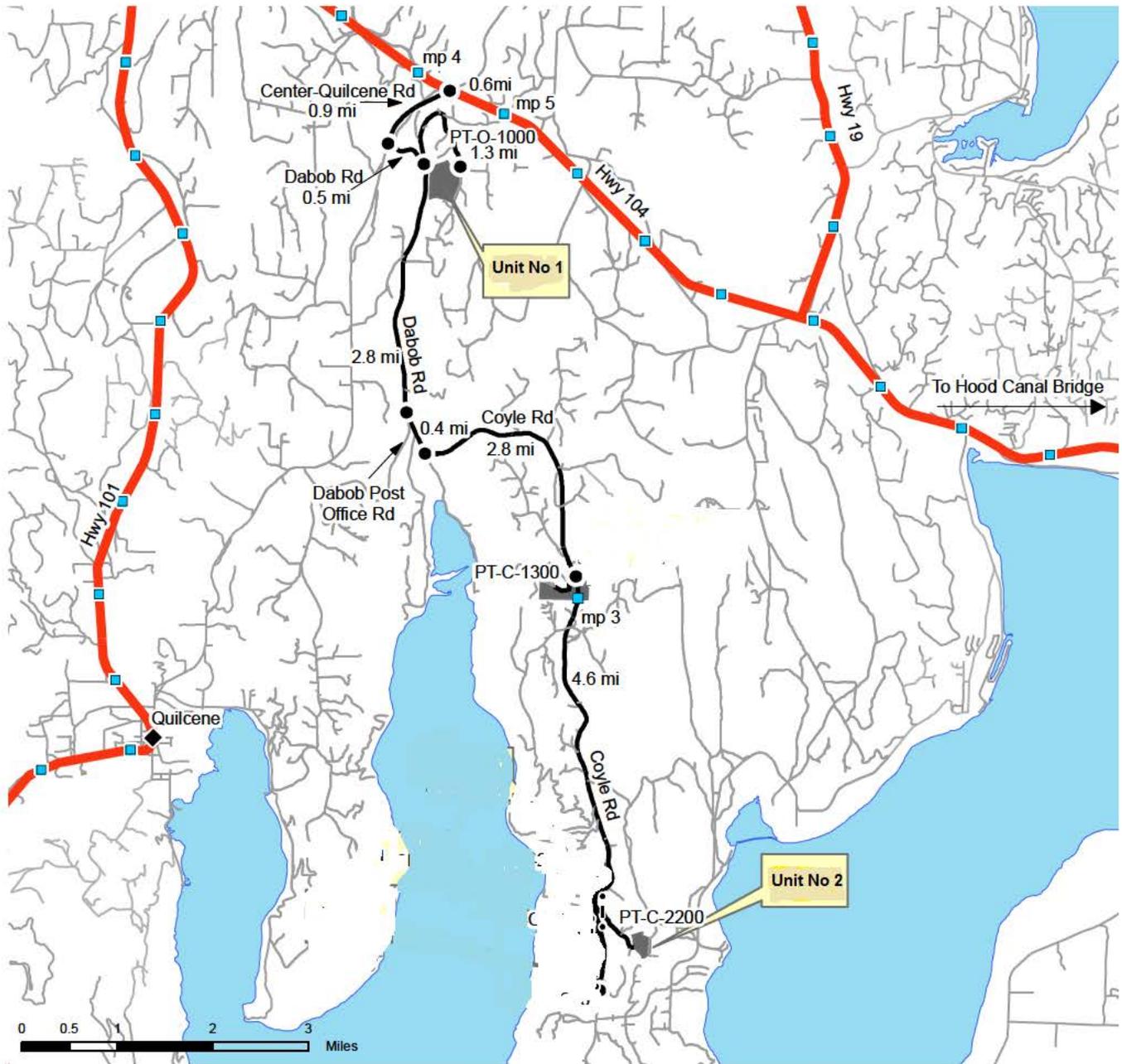
1:12,000 Scale  
200' Contours

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

# Contract 1634 Driving Map

**UNIT NAME:** Coyle Retreat U1 & U7  
**UNIT NOS:** 1 & 2  
**TOWNSHIP(S):** T27 & 28N R01W, W.M.  
**TRUST(S):** Forest Board Transfer (01), Common School (03)

**REGION:** Olympic  
**COUNTY(S):** Jefferson  
**ELEVATION RGE:** 230' - 590'

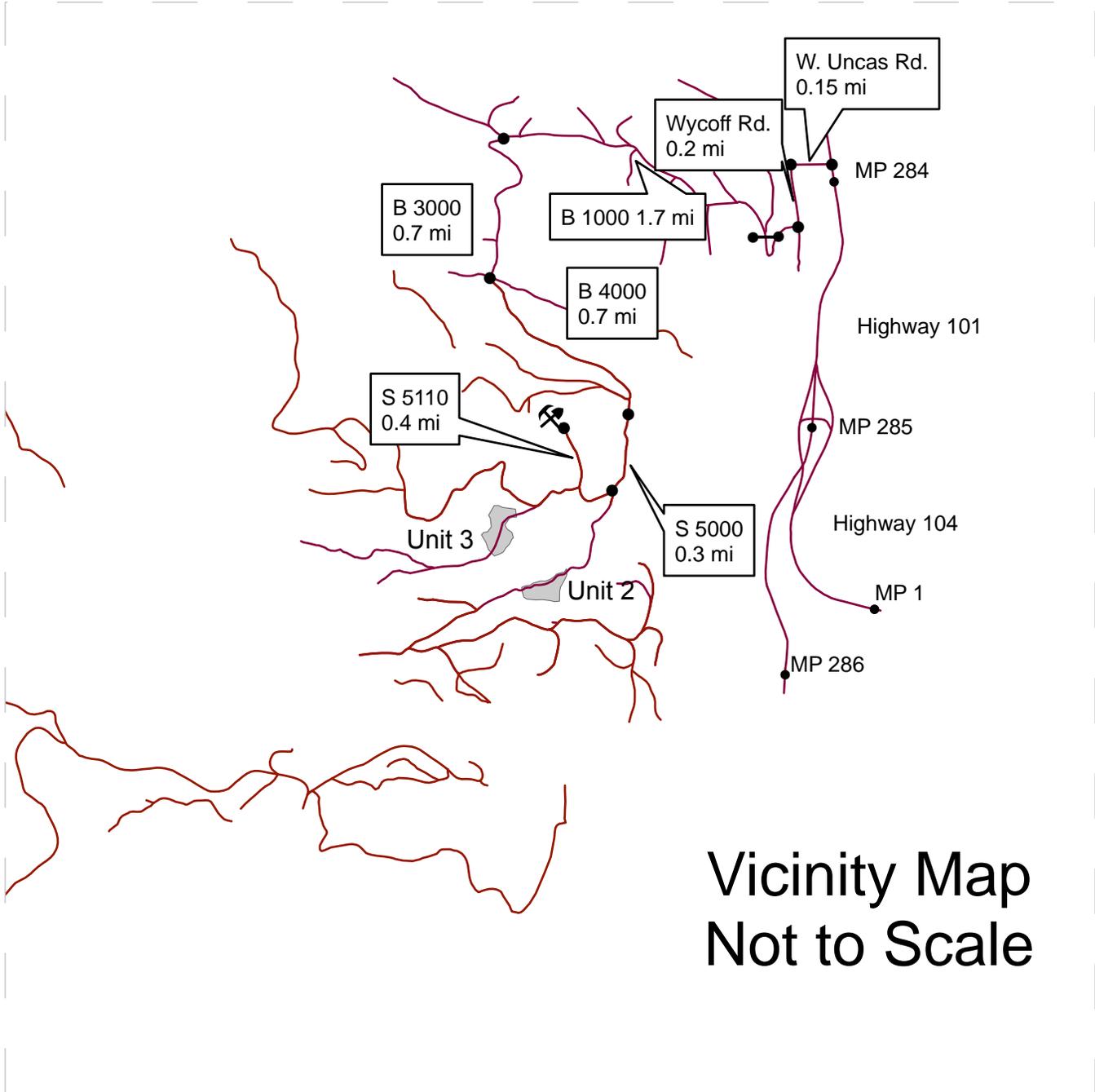


 Open Water	<b>Unit No. 1 (Coyle Retreat U1)</b> From Highway 104 at milepost 5 travel 0.6 miles west. Exit right and make a right hand turn onto Center-Quilcene Rd heading south. Travel 0.9 miles south. Make a left hand turn onto Dabob Rd and travel 0.5 miles east. Make a left hand turn onto the PT-O-1000 and travel 1.3 miles. Unit 1 is located on the western side of the PT-O-1000.
 Timber Sale Unit	
 Milepost Markers	
 Distance Indicator	
 Highways	<b>Unit No. 2 (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 approx 6.4 miles down the Coyle Rd to the PT-C-2200 Rd. Go thru the gate and travel approx 0.6 miles southwest on the PT-C-2200 Rd. Unit No. 2 will be down a short spur to the west.
 Haul Route	
 Gate	

**Contract 1634 DRIVING MAP**

**SALE NAME:** SKIDDER TRAP  
**Unit#:** 3 & 4  
**TOWNSHIP(S):** 28N - 2W

**REGION:** OLYMPIC  
**COUNTY(S):** JEFFERSON  
**ELEVATION RGE:** 960 - 1,760 FEET



**Vicinity Map  
Not to Scale**

**DRIVING DIRECTIONS:**

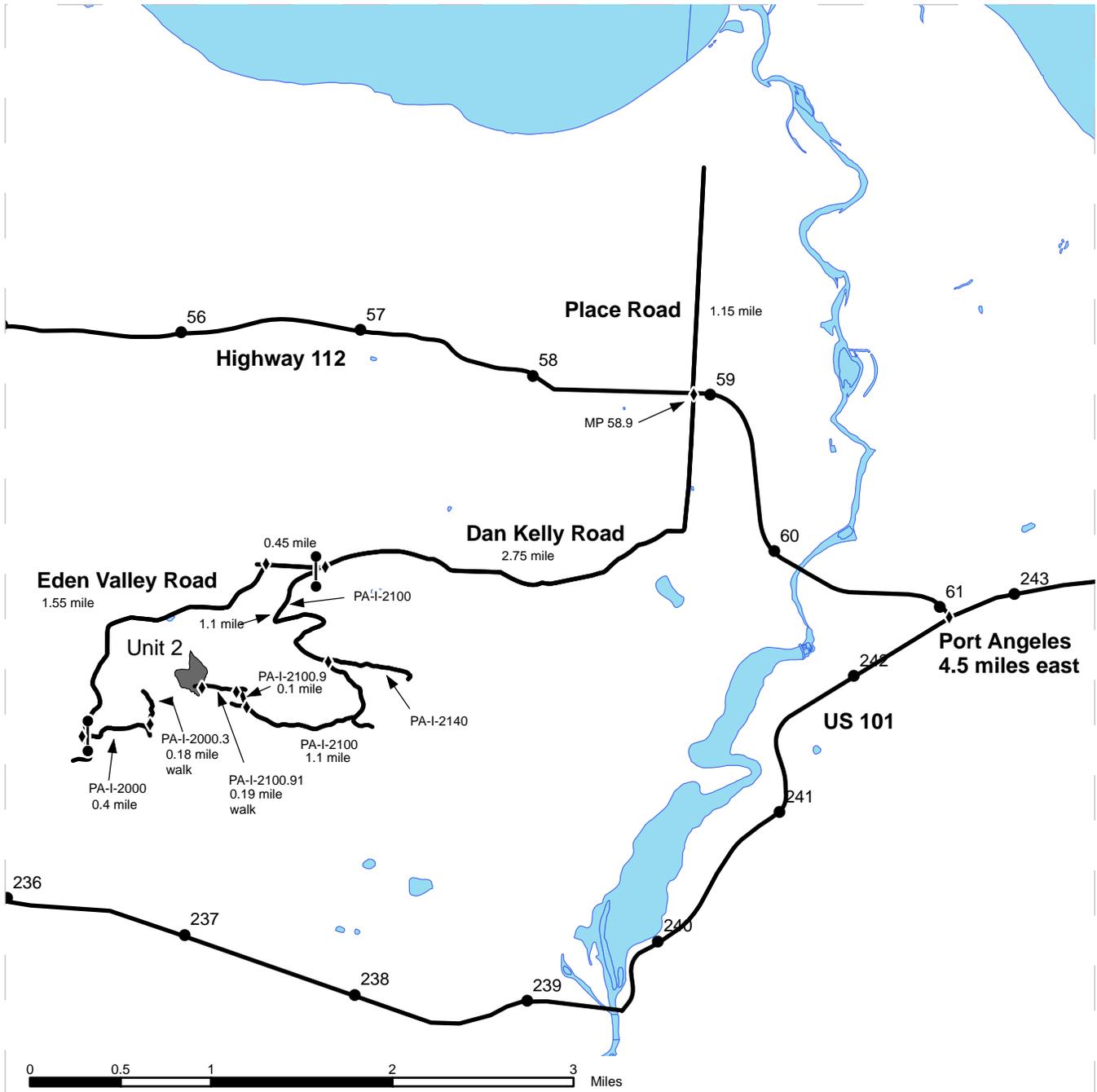
From Highway 101 turn west on West Uncas Road just north of mile post 284. Travel 0.1 mile to Wycoff road and turn left (south). Follow for 0.2 mile, keeping to the right at the intersections with private driveways. Wycoff Road becomes the B-1000 mainline. Travel an additional 1.7 miles going through the gate and staying to the right at all main road intersections. Turn left (south) up the hill on the B-3000 Road for 0.7 mile. At the four way junction continue straight, heading steeply uphill to the southeast on the B-4000 Road. Travel 0.7 mile further to the junction with the PT-S-5000 mainline. Stay to the left and head south for 0.3 mile to the junction of the PT-S-5000 and PT-S-5100. Staying to the left at this junction leads to the end of a short stub road and the beginning of the new construction on the PT-S-5000. Staying to the right leads up into the timber to both the Big Skidder Pit on the PT-S-5110 spur and to the beginning of the new construction for the PT-S-5120.



# Contract 1634 DRIVING MAP

SALE NAME: Eden View  
 Unit #: 5  
 TOWNSHIP(S): T30NR07W

REGION: Olympic  
 COUNTY(S): Clallam  
 ELEVATION RGE: 948-1713



- Mile Marker (DOT)
- ✕ Rock Pit
- ⊥ Gate
- Hauling Route
- Timber Sale Unit
- Open Water

**DRIVING DIRECTIONS:**  
 Unit 2: From Port Angeles drive approximately 4.5 miles west on US 101 to State Route 112. Turn northwest and 2.2 miles to Dan Kelly road. Turn south and 2.75 miles to PA-I-2100. Turn south. AA-1 Key required for gate. Drive 2.2 miles then veer north to PA-I-2100.9. Drive 0.29 mile to Unit 2.



# Contract 1634 DRIVING MAP

SALE NAME: FOUR ISLANDS  
 Unit #: 6  
 TOWNSHIP(S): T30R09W

REGION: Olympic Region  
 COUNTY(S): CLALLAM  
 ELEVATION RGE: 1007-1791



Timber Sale Unit	<b>DRIVING DIRECTIONS:</b>
Driving Route	From State Hwy 112 MP 46.5 turn south on to the Waterline Road. Travel for 3.4 miles to Unit 4. Continue .25 miles to the J-3060 on left. Travel for .5 miles to the J-3064. Continue for .6 miles to Unit 3.
	AA1 Key needed from Olympic Region Dispatch

**Contract 1634 DRIVING MAP**

**SALE NAME:** Sadie  
**Unit #:** 7  
**TOWNSHIP(S):** T31N R10W

**REGION:** Olympic  
**COUNTY(S):** Clallam  
**ELEVATION RGE:** 220-1550



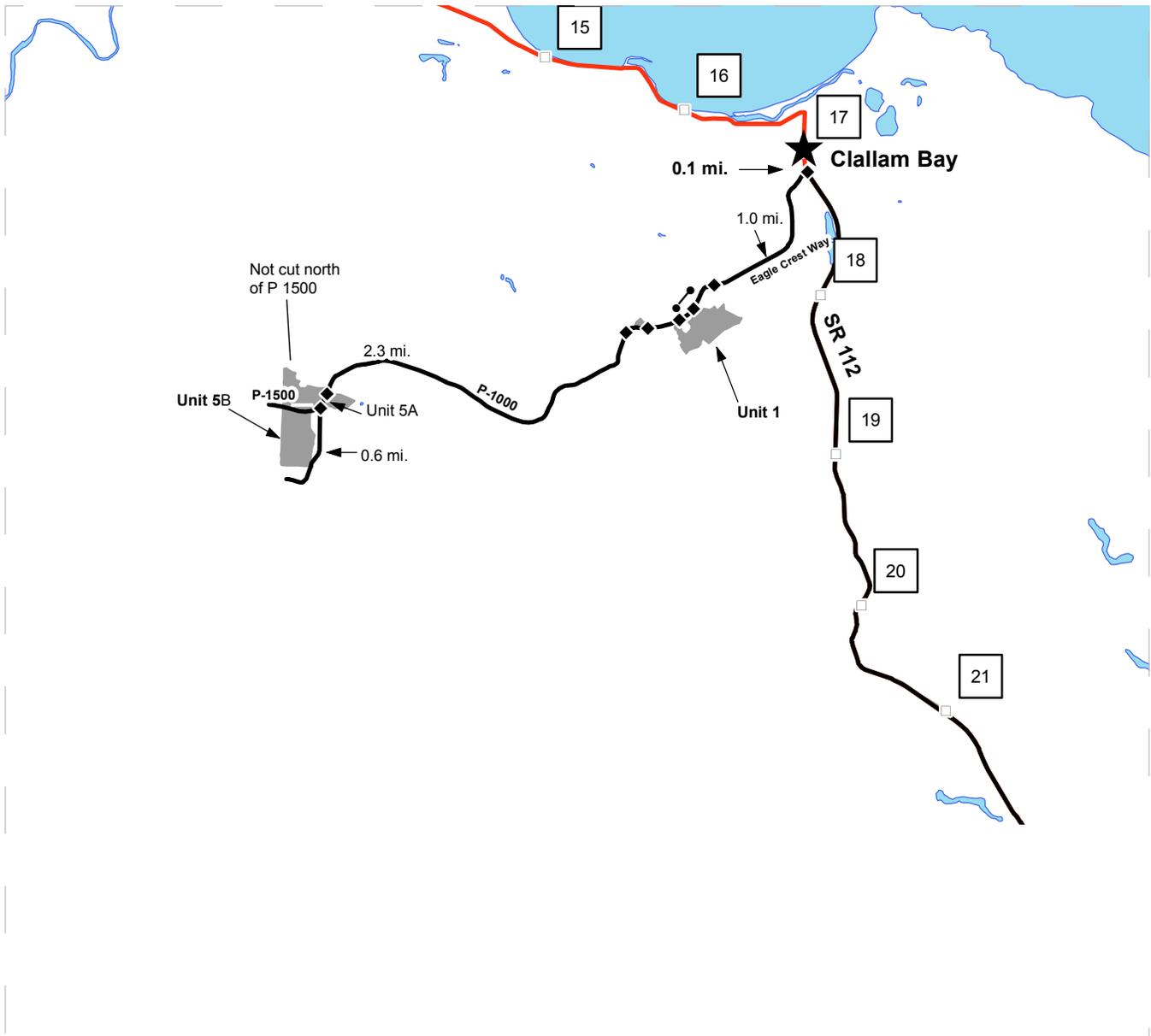
<ul style="list-style-type: none"> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: black; margin-right: 5px;"></span> Sale Area</li> <li><span style="display: inline-block; width: 15px; border-bottom: 2px solid black; margin-right: 5px;"></span> Haul Route</li> <li><span style="display: inline-block; width: 15px; border-bottom: 2px solid red; margin-right: 5px;"></span> Highways</li> <li><span style="display: inline-block; width: 15px; border-bottom: 1px solid blue; margin-right: 5px;"></span> Forest Roads</li> <li><span style="display: inline-block; width: 10px; height: 10px; border: 1px solid black; border-radius: 50%; margin-right: 5px;"></span> Gate</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: lightblue; margin-right: 5px;"></span> Open Water</li> </ul>	<p>Unit 2 - From Joyce drive west on Highway 112 to milepost 41.5. The unit is along the left side of the highway.</p>
---	--



# Contract 1634 DRIVING MAP

SALE NAME: Stumpy's Ride  
 Unit #: 8-10  
 TOWNSHIP(S): T32N R12W T31N R13W 01 - State

REGION: Olympic  
 COUNTY(S): Clallam  
 ELEVATION RGE: 160-1160



- Timber Sale Unit
- Haul Route
- Other Roads
- Milepost Markers
- Distance Indicator
- Open Water
- Rock Pit
- Gates

**DRIVING DIRECTIONS:**

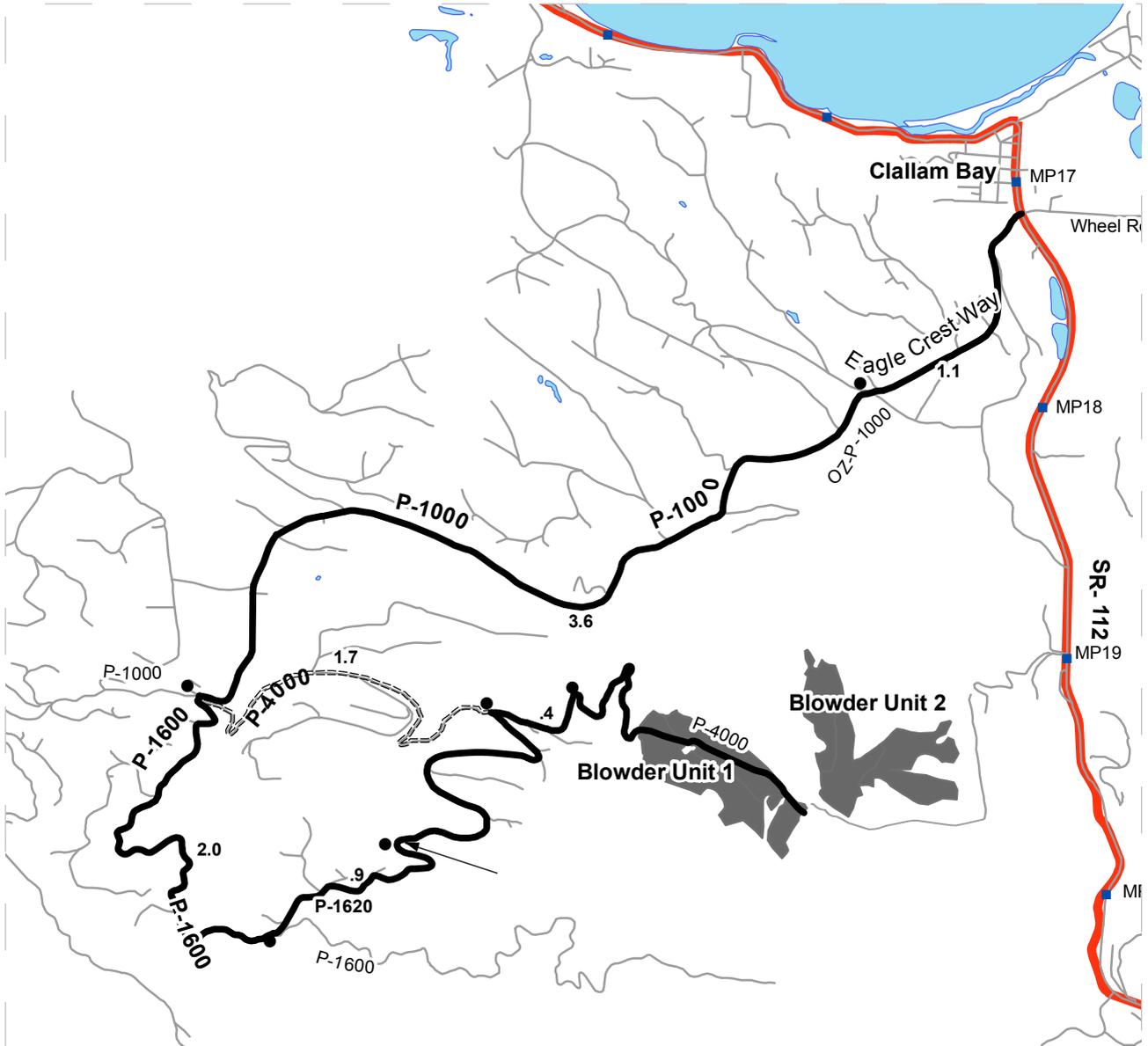
From Clallam Bay: Head south 0.1 miles and turn right onto Eagle Crest Way. Continue 1.0 mile and turn left on the P-1000. Drive 0.25 miles to the P-1200. Continue straight on the P-1000 to find Unit 1. Continue on the P-1000 0.15 miles past Unit 3 to the P-1000B. Unit 4 can be found on the right 0.1 miles up the P-1000B. Continue another 3.45 miles on the P-1000 to enter Unit 5.



# Contract 1634 DRIVING MAP

SALE NAME: BLOWDER CREEK  
 Unit#: 11 & 12  
 TOWNSHIP(S): T31R12W

REGION: Olympic Region  
 COUNTY(S): CLALLAM  
 ELEVATION RGE: 399-891



	Haul Route
	Highways
	Other Route
	Pit

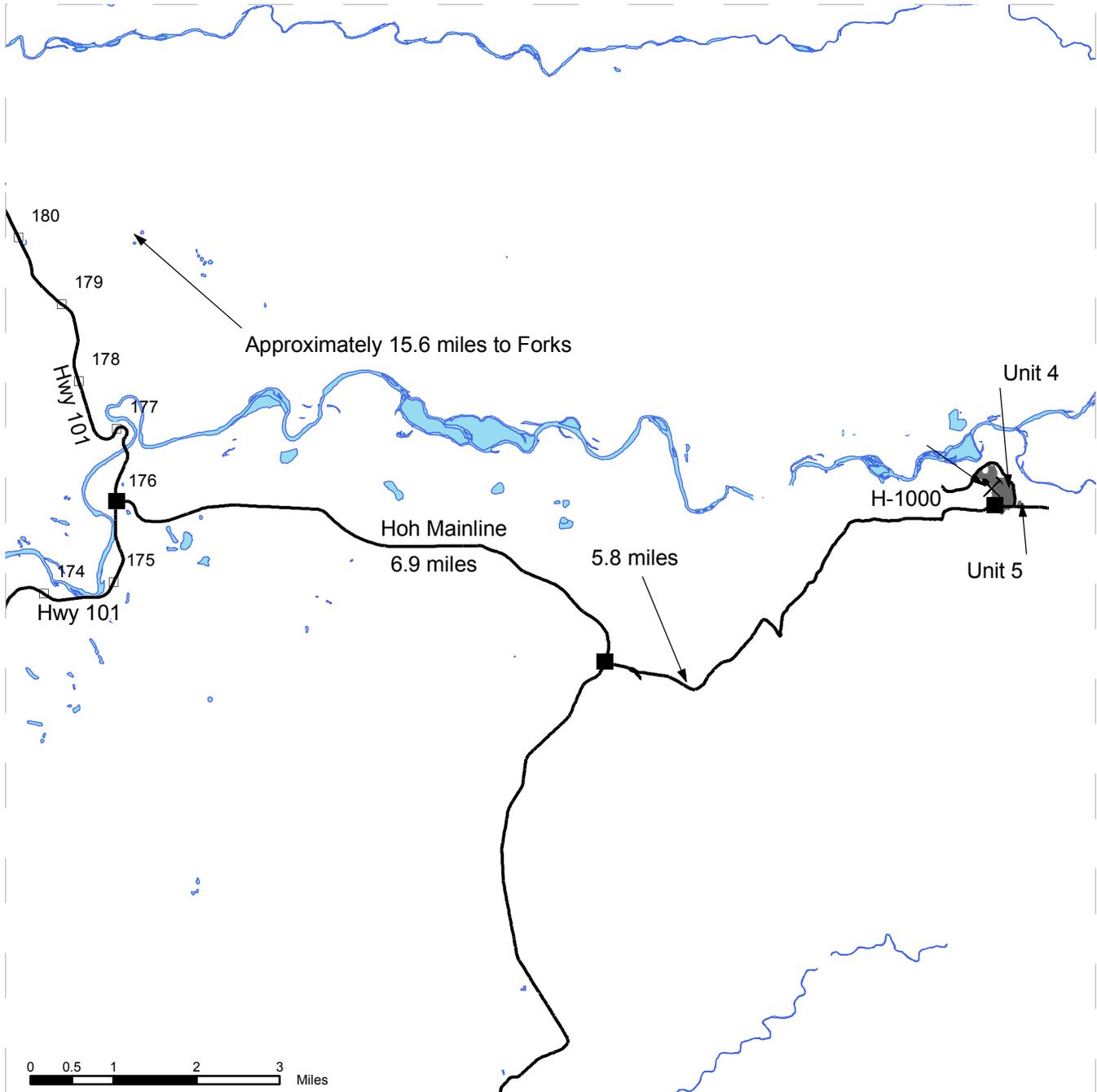
Unit 1 & 2  
 From Hwy 112 turn southwest on Eagle Crest Way. Drive southwest for 1 mile.  
 Turn left on to OZ-P-1000 continue on P-1000 for 3.6 miles, take a sharp left on to P-4000. Travel 2.6 miles to Unit 1. Continue on the P-4000 to Unit 2.



# Contract 1634 DRIVING MAP

SALE NAME: Toadstool  
 Unit #: 13 & 14  
 TOWNSHIP(S): T26N R11W

REGION: Olympic  
 COUNTY(S): Jefferson  
 ELEVATION RGE: 440-780



- Timber Sale Unit
- Milepost Markers
- Open Water
- Haul\_Route

**DRIVING DIRECTIONS:**

From Forks: Take US 101 south to the Hoh Mainline Road (approximately 15.6 miles). Turn left onto the Hoh Mainline and travel approximately 6.9 miles to the H-1000 (South Fork of the Hoh Road). Turn left and go 5.8 miles to Unit 4. Travel 0.1 mile to Unit 5.

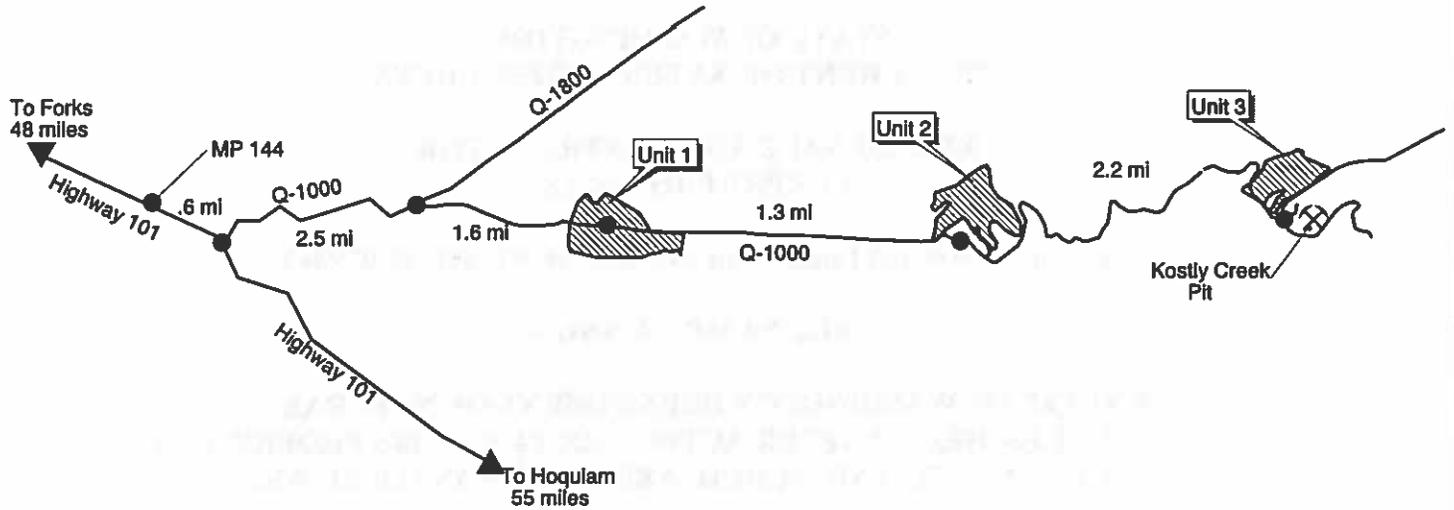


# TIMBER SALE MAP

**SALE NAME:** MINNOW  
**AGREEMENT NO:** 30-079343  
**TRUST(S):** University Transfer

**REGION:** Olympic  
**COUNTY(S):** Jefferson

## Vicinity Map Not to Scale



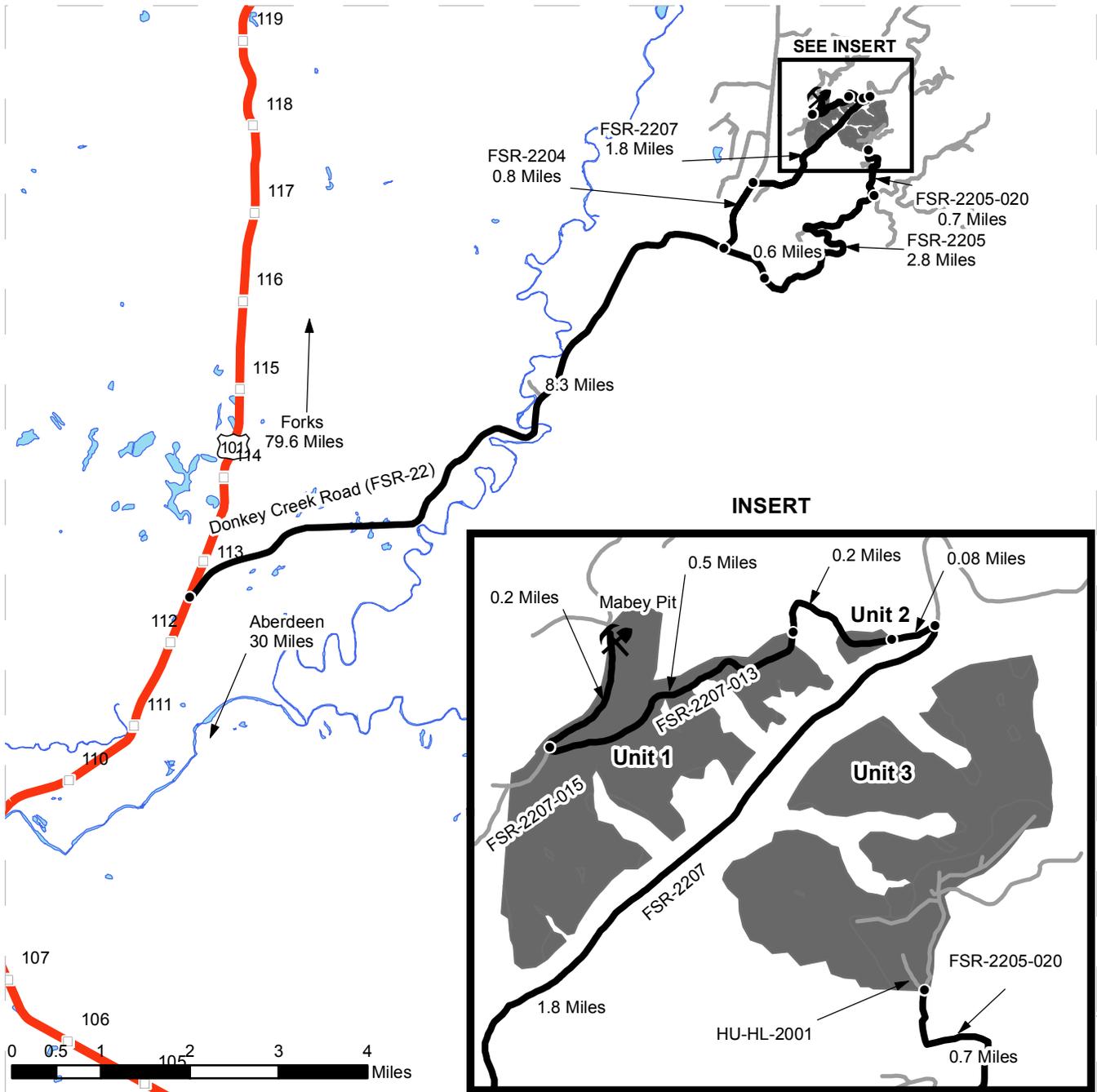
Drawn By: M. Helms  
Date: January 31, 2007

# Map 2 of 2

# Contract 1634 DRIVING MAP

SALE NAME: Surrounded  
 AGREEMENT#: 16 - 18  
 TOWNSHIP(S): T22R9W

REGION: Olympic Region  
 COUNTY(S): Grays Harbor  
 ELEVATION RGE: 800'-1600'



- Timber Sale Unit
- Highways
- Haul Route
- Other Roads
- Milepost Markers
- Distance Indicator
- Rock Pit

**DRIVING DIRECTIONS:**

**Unit 2:** From Forks, travel 79.6 miles South on Hwy 101 and turn East onto Donkey Creek Road (FSR-22). Head 8.3 miles up Donkey Creek Road until you reach the FSR-2204 Road. Turn left and go 0.8 miles, then turn right onto the FSR-2207 Road. Head 1.8 miles then turn left onto the FSR-2207-013 and head 0.08 miles. The beginning of Unit 2 will be on your left.

**Unit 1:** From the beginning of Unit 2, head another 0.2 miles on the FSR-2207-013 to reach the beginning of Unit 1.

**Mabey Pit:** From the beginning of Unit 1, continue another 0.5 miles until you reach the FSR-2207-013/FSR-2207-015 junction. From here continue another 0.2 miles on the FSR-2207-013 to reach the Mabey Pit.

**Unit 3:** From the Donkey Creek Road/FSR-2204 Road junction, continue up Donkey Creek 0.6 miles and turn left onto the FSR-2205 Road. Head 2.8 miles and turn left onto the FSR-2205-020 (currently un-drivable). Go 0.7 miles on the FSR-2205-020 to reach the beginning of Unit 3.



**SECTION III-A: BID FORM**

**CONTRACT NUMBER 1634**

**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 **1634**.

<u>Unit No.</u>	<u>Unit Name</u>	<u>Unit Acres</u>	<u>Unit Bid Price (Per Ac.)</u>	<u>Unit Total</u>
1	Coyle Retreat U1	56	\$ _____/Ac.	\$ _____
2	Coyle Retreat U7	18	\$ _____/Ac.	\$ _____
3	Skidder Trap U2	7	\$ _____/Ac.	\$ _____
4	Skidder Trap U3	10	\$ _____/Ac.	\$ _____
5	Eden View U2	14	\$ _____/Ac.	\$ _____
6	Four Islands U3	25	\$ _____/Ac.	\$ _____
7	Sadie U2	38	\$ _____/Ac.	\$ _____
8	Stumpy's Ride U1	33	\$ _____/Ac.	\$ _____
9	Stumpy's Ride U5A	6	\$ _____/Ac.	\$ _____
10	Stumpy's Ride U5B	37	\$ _____/Ac.	\$ _____
11	Blowder Creek U1	91	\$ _____/Ac.	\$ _____
12	Blowder Creek U2	91	\$ _____/Ac.	\$ _____
13	Toadstool U4	76	\$ _____/Ac.	\$ _____
14	Toadstool U5	1	\$ _____/Ac.	\$ _____
15	Minnow U1	5	\$ _____/Ac.	\$ _____
16	Surrounded U1	79	\$ _____/Ac.	\$ _____
17	Surrounded U2	2	\$ _____/Ac.	\$ _____
18	Surrounded U3	98	\$ _____/Ac.	\$ _____
<b>Total Contract Acres:</b>		<b>687</b>	<b>Total Contract Price:</b>	\$ _____

Bidder's Name and Address:

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

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

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

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

**Address:** \_\_\_\_\_

**City, State Zip:** \_\_\_\_\_

*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 1634  
(For Bidder Use Only)

The undersigned represents that they operate as \_\_\_\_\_ an individual, as \_\_\_\_\_ a partnership, or as \_\_\_\_\_ a corporation incorporated in the State of \_\_\_\_\_ . The undersigned further certifies that they will not be assisted by other individuals in the performance of this Contract.

For the purpose of Industrial Insurance premiums payable to Department of Labor and Industries, every individual in a partnership or joint venture must sign this bid sheet. Individuals not signing the bid sheet but assisting with the Contract Work will be considered workers for the purpose of Industrial Insurance except at the express approval of the Department of Labor and Industries.

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

To whom it may concern:

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

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

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

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

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

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

NOTE: Return one (1) copy of this form with each Bid Form (Section 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 1634. 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 1634 is hereby awarded to \_\_\_\_\_

State of Washington,  
Department of Natural Resources

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

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

Mona Griswold  
Olympic Region Manager

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