

Olympic Region 411 Tillicum Lane Forks, WA 98331 Phone: 360-374-2800 Fax: 360-374-5446

### INVITATION TO BID Contract Number 1334

**Contract Digest:** SITE PREPARATION & CONIFER RELEASE, GROUND HERBICIDE (Herbicide application used to eliminate weed competition or undesirable trees prior to planting & after planting)

Contract Scope: 437 acres in Clallam and Jefferson Counties

Term of Contract: Tuesday, September 13, 2011 – Friday, October 7, 2011

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### **SECTION I**

### SECTION I NOTICE TO ALL BIDDERS

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

Department of Natural Resources Olympic Region 411 Tillicum Lane Forks, WA 98331

**Bid Opening:** Bids will be accepted at the Department's Olympic Region office until <u>2:00 p.m. on Tuesday, August 30,</u> <u>2011</u> at which time and place all bids will be opened and read aloud.

**Examination of the Units:** You are invited to bid this work and are <u>strongly</u> advised to examine the areas prior to bidding. Questions pertaining to unit(s) can be answered by contacting Lead Compliance Forester Albert Huggins at (360) 640-4662 or Contract Manager John Keller at (360) 640-1730.

### SECTION I INSTRUCTIONS TO ALL BIDDERS

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

John Keller, Intensive Management Forester Department of Natural Resources 411 Tillicum Lane Forks, WA 98331

The bid and bid deposit must be received at the Department's Olympic Region office prior to Bid Opening (see Notice To All Bidders, page 3).

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

Addressed to:	Sue Trettevik, Olympic Region Manager C/o John Keller, Olympic Region IMF Department of Natural Resources 411 Tillicum Lane Forks, WA 98331
Upper left corner:	Bidder's Address
Lower left corner:	Site Prep/Release, Gr. Herbicide - "Sealed Bid" Invitation to Bid/Contract No. 1334

Questions concerning this Invitation to Bid/Contract should be referred to Contract Manager John Keller of the Olympic Region office by calling (360) 640-1730.

### **SECTION II**

#### **Special Notices**

#### **Division I – Bidding Requirements**

#### **Division II – General Requirements**

#### **Division III - Specifications**

### **SECTION II - SPECIAL NOTICES**

#### **Special Notice Regarding Contract Requirements**

#### **Terms of Contract:**

- 1. Work must begin on Tuesday, September 13, 2011 unless alternative plans are approved by the Contract Manager, or the Compliance Forester anticipates conditions described in Clause 3-21.13.
- 2. Minimum Crew Size varies between 5 and 10 by unit as specified in the Unit Description. Maximum crew size per supervisor is 14.
- **3.** Work Days are Monday-Friday. Start time shall be no earlier than 7:00 a.m. at the unit or at any other arranged meeting locations.
- 4. Contractor shall provide all herbicide required to perform contract work as specified in the unit description spreadsheet, formulas, and required products sheet.
- 5. All gates will use locks that require an AA-1 key, available from the Olympic Region office in Forks.
- 6. The use of generic herbicide and carrier substitutions will be restricted to those listed in Clause 3-21.01 on this contract.
- 7. A \$1,000 Bid Deposit is required with this bid opening

### SECTION II, Division I - Bidding Requirements

### 1-10 Preparation of Bids

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

### 1-20 Submission of Bids

- 1-21 Your bid response to this Invitation to Bid/Contract is an offer to contract with the Department of Natural Resources. A bid response becomes a contract when officially accepted and awarded by the Department as evidenced by return of a countersigned SECTION V, "Offer and Contract Award".
- 1-22 Bids shall be submitted using the Bid Form, and the Offer and Contract Award form from SECTIONS IV and V of this document. The following shall be delivered to the Department's Region office in an envelope which shall be marked "Sealed Bid" and addressed to the Department's Region Manager as specified in Instructions To All Bidders (page 2): The Bid Form and the Offer and Contract Award form properly completed and signed, and a bid deposit as specified in Clause 1-23. No Facsimiled, E-mailed or any other non-original form of bids will be considered. Failure to comply with the above requirements or the requirements of Clause 1-23 prior to bid opening shall be cause to reject the Contractor's bid(s).
- 1-23 A bid deposit of **ONE-THOUSAND DOLLARS** (\$1,000) is required. This deposit is for the express purpose of assuring the Department that the Contractor will honor said bid and accept award of any and all items on which the Contractor may be the lowest responsible bidder. In the event the Contractor fails to honor said bid by rejecting award of any item, the Contractor will automatically forfeit the bid deposit. The bid deposit must be in the form of certified check and must be delivered to the Department's Region office as per Clause 1-22. The bid deposit of a successful bidder will be released when the required performance/damage deposit (Clause 1-31) has been submitted and approved.

#### 1-30 Performance/Damage Deposit

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

#### 1-40 Award of Contract

- 1-41 Oral explanation and interpretations prior to bid opening shall not be binding.
- 1-42 Award of contract shall be on the basis of an "Item" or an individual "Unit" as specified in the Bid Form. An "Item" shall be a specific group of individual "Units". "Items" or "Units" to be awarded are identified in the Bid Form. Individual "Units" are described in the Unit Description. The Department reserves the right to amend this Invitation to Bid/Contract by giving written notification to all bidders seven (7) days or more prior to bid opening.
- 1-43 Award of contract shall be to the lowest responsible bidder as determined by the Department of Natural Resources (Clause 1-44). To be considered, bids must conform to the bidding requirements herein, except that the Department may waive informalities and minor irregularities in bids received. The Department further reserves the right to reject any or all bids received.
- 1-44 Award is conditioned in addition to price, on the Contractor showing upon request by the Department of Natural Resources the capability of fulfilling the contract terms herein by reason of past performance, ability to complete work in the specified time, previous and existing compliance with laws relating to this contract, and the character, reputation, judgment, and experience of the bidder, and other information which may be secured and have a bearing upon award. Failure to demonstrate this capability or to conform to the contract terms herein, will nullify award on all or certain items tentatively awarded. In the event of such failure, the Department shall be the sole judge of the items to be selected for award and/or nullification of award.
- 1-45 An Award Instructions letter and a copy of the executed contract will be mailed to the successful bidder. The contract award is conditioned on the following: Within ten (10) days after the Contractor receives their Award Instructions letter the Department must receive from the Contractor proof of the following:
  - a) performance/damage deposit per Clause 1-31
  - b) certification of insurance per Clause 2-24
  - c) Contractor's Declaration of Industrial Insurance Status per Clause 2-29
  - d) WSDA Commercial Operator or Applicator license per Clause 3-21.06
  - e) 2011 Farm Labor Contractor's License or letter of exemption from the Department of Labor & Industries per Clause 3-21.15

and furthermore the Contractor shall submit the aforementioned through the Department's Region office specified in Instructions To All Bidders (page 2). It shall be the Department's prerogative to extend the time allowed for receipt of the above items if such an extension is in the best interest of the Department. Failure by the Contractor to submit the above items to the Department within the time specified or within an extension of that time as provided for shall be cause for the Department to consider the contract award rejected (Clause 1-23).

### SECTION II, Division II – General Provisions

#### 2-10 Definitions

- 2-11 'Compliance Forester' means the Department staff who perform the compliance inspections, approves Work, recommends payment to the Contract Manager, manages the Work Schedule, and performs the Prework Conference with the Contractor
- 2-12 'Contract Manager' means the Department staff that processes this contract, makes payments, provides and facilitates dispute resolution, provides technical advice to the Compliance Forester, and is the first point of contact for questions relating to this Contract or interpretation of Work. The Contract Manager may perform the duties of the Compliance Forester.
- 2-13 'Contractor' means the bidder who was awarded this contract.
- 2-14 'Contract Representative' is an individual who has been granted written authority by the Contractor to act on the Contractor's behalf.
- 2-15 'Department' means the Department of Natural Resources of the State of Washington, acting through an authorized representative.

#### 2-20 Responsibilities and Legal Relations

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

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

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

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

Before using any rights granted herein, Contractor shall furnish the Department with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified above. Certificate(s) <u>must reference the Contract Number 1334</u> in the time required by Clause 1-45.

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

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

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

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

### 2-30 Subcontracting

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

### 2-40 Determination of Payment

- 2-41 The boundaries as designated under Clause Section 2-100, and defined in detail on the Unit Descriptions and Unit Maps attached, provide the basis for determining acreage completed. Failure to complete work to boundaries established by the Department renders work unsatisfactorily completed. The Contractor is to take the initiative in determining whether boundaries are sufficiently marked. No consideration will be given for work that extends beyond unit boundaries. If work extends beyond unit boundaries, charges may be levied against the Contractor by the Department for damages suffered.
- 2-42 Contract compliance inspection of work performed and payment for work performed will be based on acreage completed (Clause 2-41).
  - 2-42.01 Using specifications contained in Clause Section 3-20 and in the Unit Description the Compliance Forester will inspect and determine if work performed is satisfactory.
- 2-43 The Department may at its option subdivide and inspect units to determine the acceptability of work performed. Subdivisions for this purpose will be a minimum of ten (10) acres in size.
- 2-44 At the Department's option, the Contractor shall rework a unit or subdivision of a unit on which the Contractor's work performance is not rated satisfactory, and further, it shall be the Department's option to require the rework be completed prior to starting new work. Reworked areas will be reexamined for contract compliance, the resulting performance rating will supersede the previous performance rating for the area in question.

#### 2-40 Determination of Payment (continued)

- 2-45 Payment shall be made as follows:
  - 2-45.01 Payment may be made by the week, unit, or by one total payment. Details of payment schedule will be determined in the pre-work conference (Clause 2-71). The Department will attempt to comply with the desires and needs of the Contractor but assumes no legal duty or obligation to adhere to the schedule of payment so arranged.
  - 2-45.02 Partial payment may be made upon completion of part of a unit as determined by the Department. Request for partial payment is to be made by the Contractor utilizing the Unit Completion Agreement form provided by the Department. The Contractor or Contract Representative (Clause 2-28) shall sign the Unit Completion Agreement form after completion of each such "sub-unit" being submitted for payment. The Contractor or Contractor Representative will also sign and submit an Invoice to the Department listing each partial unit. The Compliance Forester will then make payment recommendations for the invoice and forward the Unit Completion Agreement form to the Department's Region office for processing.
  - 2-45.03 The Contractor or Contract Representative (Clause 2-28) and the Compliance Forester shall complete and submit the Contractor's Billing Invoice and Unit Completion Agreement form based on the conclusion of work on each unit and the payment schedule. Final payment will not be made to the

Contractor unless the Contractor's Billing Invoice and Compliance Report form are signed by the Contractor or Contract Representative and the Compliance Forester, and "final" payment is designated thereon.

- 2-45.04 If a unit's contract acreage is disputed the Contractor may upon completion of the unit request a verification traverse by the Department, the request must be in writing and signed by the Contractor. The Department will pay the Contractor based on acres determined from the verification traverse. If the verification traverse indicates the net acres specified in the Unit Description are correct within plus or minus five percent (5%) the Contractor shall pay the cost of the verification traverse at a rate of ten dollars (\$10.00) per one hundred (100) feet of traversed boundary.
- 2-45.05 Five percent (5%) of all payments due Contractors who employ workers shall be retained by DNR as security for L&I industrial insurance premiums owed for their workers. Upon determination that the Contractor has met all financial obligations for industrial insurance premiums related to the Item(s) of this Contract, the 5% retainage will be returned to the Contractor. DNR will return this retainage approximately 45 days following close of the quarter in which the work was completed. However, if the Contractor notifies DNR in writing that they have paid all L&I premiums associated with the Item(s) of this Contract, DNR will, upon determination that the Contractor has met all financial obligations for industrial insurance premiums related to the Item(s) of this Contract, work diligently to return the retainage as soon as practical.

### 2-50 Nondiscrimination

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

### 2-60 Contract Administration

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

### 2-70 Contract Work Procedure

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

#### 2-80 Work Progress and Contract Performance

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

#### 2-90 Fire Responsibility

2-91 The Contractor and the Contractor's employees shall familiarize themselves with the Washington State Forest Fire Protection Requirements and adhere to them at all times. The operation will be subject to inspection by State personnel for adherence to regulations and presence of fire tools. All spark emitting engines will be equipped with approved spark arresters.

- 2-92 The Contractor shall not operate faulty power equipment.
- 2-93 The Contractor shall not build any open fires at anytime of the year on the contract area without first obtaining written permission from the Department.

#### 2-100 Boundaries

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

### 2-110 Merchantable Products

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

### 2-120 Litter and Refuse

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

### 2-130 Camping

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

### SECTION II, Division III – Specification for the Activity

#### 3-10 Unit Description Summary

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

#### 3-20 Contractor and Department Obligations

- 3-21 The Contractor shall be responsible for the following:
  - 3-21.01 To provide all herbicide and carrier required to perform contract work as specified in the Unit Description(s).

Brand Name Herbicide:	Approved Substitute(s)				
Accord Concentrate	Foresters	EPA # 228-381			
EPA # 62719-324	Glyphosate 5.4	EPA # 81927-8			
Chopper	Polaris SP	EPA # 228-536			
EPA # 241-296	Rotary 2SL	EPA # 81927-6			
	Chopper GEN2	EPA # 241-430			
Oust XP	Spyder	EPA # 228-408			
EPA # 352-601	SFM 75	EPA # 81927-26			
	Sulfomet	EPA # 352-401-85588			
Oust Extra	SFM Extra	EPA # 81927-5			
EPA # 352-622	Sulfomet Extra	EPA # 352-622-85588			
Forestry Garlon 4	Element 4	EPA # 62719-40			
EPA # 62719-40	Garlon 4	EPA # 62719-40			
	Tahoe 4E	EPA # 228-517			
	Alligare Triclopyr 4	EPA # 81927-11			
Syl-Tac Adjuvant	Dyne-amic or Phase				
Web Oil	Brush and Basal Oil Forest Crop Oil				

- 3-21.02 To provide liquid coloring agent if specified in the Unit Description(s). Liquid coloring agent shall be "BullsEye" (blue or red) manufactured by Milliken Chemicals; an equivalent product may be substituted if approved in writing by the Department.
- 3-21.03 Upon request, provide a sample of the herbicide solution being applied as treatment.
- 3-21.04 To keep records of each day's application work. The records to be kept shall be as per the Department's "Chemical Application Record". The Contractor shall provide the Department with such records prior to payment for work completed, or at any time earlier if requested by the Department.

- 3-21.05 To bear all costs of operation not specifically furnished by the Department under Clause Section 3-22.
- 3-21.06 To provide a licensed Commercial Operator or Applicator on the work site when herbicide is being applied.
- 3-21.07 To provide all workers adequate crew supervision and serviceable equipment to satisfactorily accomplish treatment of acres described in the Unit Description.
- 3-21.08 To furnish all safety equipment.
- 3-21.09 To mix and apply herbicide on site as per the Unit Description(s).
- 3-21.10 To keep herbicide from contacting conifer trees on release units.
- 3-21.11 To identify treatment strips, spots, stems, or clumps with semi-permanent marker.
- 3-21.12 To properly dispose of all herbicide solutions, residues and empty containers.
- 3-21.13 To cease operations when:
  - a) wind exceeds twelve (12) miles per hour, or
  - b) air temperature is less than 40°F or greater than 85°F, or
  - c) rainfall causes water to run down stems of target plants, or
  - d) the Department's representative determines spray conditions are unsuitable.
- 3-21.14 To refrain from applying herbicide to Department designated buffer areas
- 3-21.15 To have a 2011 Farm Labor Contractor's License or letter of exemption from the Department of Labor & Industries.
- 3-22 The Department shall be responsible for the following:
  - 3-22.01 To provide maps, photos or other data necessary to orient the Contractor
  - 3-22.02 To provide a Compliance Forester to acquaint the Contractor with the unit(s) and to conduct periodic field inspections.

### 3-30 General Specifications

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

### SECTION III

Unit Description

Herbicide Mixes

Unit Maps

Vicinity Maps

### **SECTION III**

### **Bid 1334 UNIT DESCRIPTION SUMMARY**

District	County	Treatment Type	Unit #	FMU Name	Activity Acres	Minimum Crew Size	Herbicide Mix	Special Requirements/Comments
Coast	Clallam	Broadcast Site Preparation	1	Frontier U1	69	10	1	Gate
Coast	Clallam	Broadcast Site Preparation	2	Frontier U2	52	10	1	Gate
Ozette	Clallam	Broadcast Site Preparation	3	D-2200 Again U1	7	5	2	
Ozette	Clallam	Broadcast Site Preparation	4	D-2200 Again U2	7	5	2	
Ozette	Clallam	Broadcast Site Preparation	5	D-2200 Again U4	7	5	2	
Ozette	Clallam	Broadcast Site Preparation	6	D-2200 Again U5	2	5	2	
Ozette	Clallam	Broadcast Site Preparation	7	D-2200 Again U6	31	10	2	
Ozette	Clallam	Broadcast Conifer Release	8	Rainy Daze U2	36	10	3	
Ozette	Clallam	Broadcast Conifer Release	9	Rainy Daze U3	15	10	3	Walk in unit
Straits	Clallam	Broadcast Conifer Release	10	Highway Alder U1	6	5	2	
Straits	Clallam	Broadcast Conifer Release	11	Majestic Railroad	3	5	2	
Straits	Clallam	Broadcast Site Preparation	12	Cannonball BD U2	10	5	2	
Straits	Clallam	Broadcast Site Preparation	13	Lyre Pieces U2	5	5	2	Gate; has 4 small subunits flagged with pink and black ribbon.
Straits	Clallam	Broadcast Conifer Release & Directed Release	14	Lyre Low U2 BD A	12	5	3 4	Gate, treat BLM clumps (est 5+/acre) & Broadcast, West line flagged. Half mile walk-in.
Straits	Clallam	Broadcast Conifer Release	15	Blue Oly U1	32	10	3	Gate
Straits	Clallam	Broadcast Site Preparation	16	Thompson Center U1	69	10	1	Gate. 1 acre excluded along part of west property line in pink ribbon
Straits	Clallam	Broadcast Conifer Release	17	Disco Trio U1	56	10	3	Gate
Straits	Jefferson	Directed Conifer Release	18	Off Center Mix U1	4	5	4	BLM Clumps: 15+/acre est. minimun
Straits	Jefferson	Directed Conifer Release	19	Off Center Mix U5	6	5	4	BLM Clumps: 20+/acre est. minimun
Straits	Jefferson	Directed Conifer Release	20	Ten Step U3	8	5	4	Gate, BLM Clumps: 20+/acre est. minimum

### Bid 1334 UNIT DESCRIPTION: REQUIRED HERBICIDE MIXES

Mix	PRODUCT	ACTIVE INGREDIENT (A.I)	A.I. CONCENTRATION	RATE PER ACRE	CARRIER	TOTAL SOLUTION PER ACRE	MARKING	Total Treatment Acres by Mix							
	Accord Concentrate	Glyphosate	5.4 lbs/gal 53.8%	48 oz							Blue or Red Dye				
1	Chopper	Imazapyr	27.6%	24 oz	Water	8-10	compatible	190							
	Oust Extra	Sulfometuron methyl Metsulfuron methyl	56.25% by weight 15% by weight	4 oz				0.10	0.10	0.10	0.10			with herbicide. Flag Strips	
	SylTac	N/A	N/A	8 oz	-										
	Accord Concentrate	Glyphosate	5.4 lbs/gal 53.8%	48 oz							Blue or Red Dye compatible				
2	Oust Extra	Sulfometuron methyl Metsulfuron methyl	56.25% by weight 15% by weight	4 oz	Water	8-10	with herbicide.	78							
	SylTac	N/A	N/A	8 oz			Flag Strips								
	Accord Concentrate	Glyphosate	5.4 lbs/gal 53.8%	32 oz			Blue or Red Dye								
3	Oust XP	Sulfometuron methyl	75%	3 oz	Water	8-10	compatible with	151							
	Syl-guard 309			0.5 oz			herbicide. Flag Strips								
	Garlon 4	Triclopyr	4.0 lbs/gallon 61.6%	Variable	Mineral	.,	Blue or Red Dye compatible	20							
4	Web Oil	N/A	N/A	Variable	Oil 50% by volume	Variable	w/ herbicide. Flag treated clumps	30							

### Bid 1334 UNIT DESCRIPTION: Estimated Product Quantities (FOR INFORMATION PURPOSES ONLY)

Estimated Herbicide Quantities					Carrier Quantity	Adjuvant Quantity		
			Gallons		Pounds (lbs)		Gallons	Gallons
Herbicide Mix	Acres by Mix	Accord Concentrate	Chopper	Forestry Garlon	Oust Extra	Oust XP	Web Oil	Syl-Tac
1	190	72	36	0	48	0	0	12
2	78	30	0	0	20	0	0	5
3	151	38	0	0	0	29	0	1
4	30			Not estimated			Not estimated	
Bid 1334 Totals	437*	140	36	Not estimated	68	29	Not estimated	18

\*Reflects total acres to be treated. Two mixes are being applied to Unit A14 and those acres are not double counted here.

See Clause 3-21-.01 for Allowable Product Substitutions

### **Bid 1334 UNIT DESCRIPTION: Treatment Requirements**

Term of Contract:

### Site Preparation & Conifer Release (all mixes): September 13, 2011 – October 7, 2011

**General Treatment Techniques:** 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.

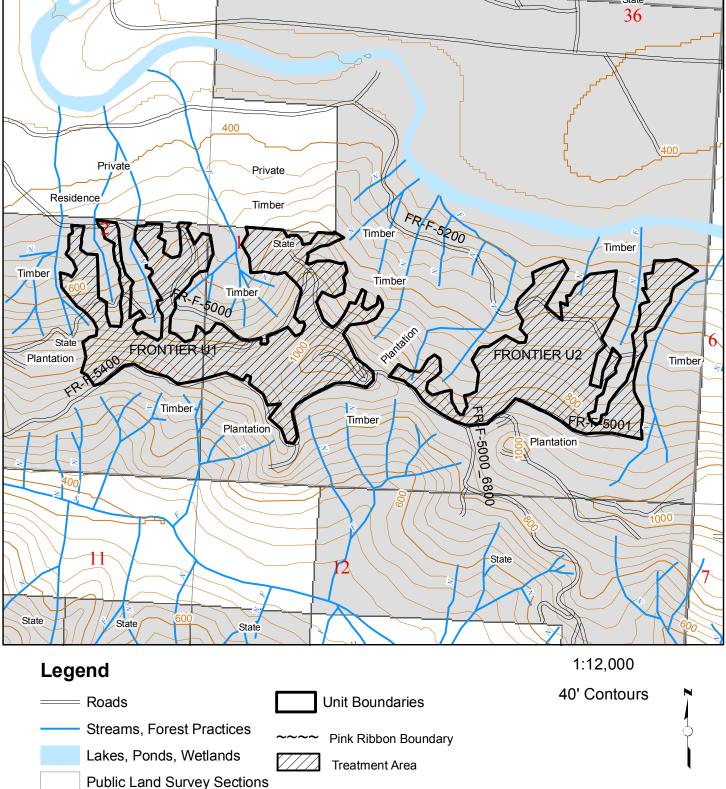
**Broadcast Treatment Techniques:** Apply designated Herbicide Mix using a ground broadcast, waving wand application with backpack sprayers on all exposed soil and vegetation up to 15 feet tall is required. Evenly distribute all specified herbicide rates at the 8-10 gallon per acre total solution rate except within no spray buffer areas identified on the unit map or by the DNR compliance forester. 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.

**Directed Treatment Technique (Thinline):** Apply the designated Herbicide Mix with a backpack sprayer in a low volume thin stream to all sides of big leaf maple clumps, and single big leaf maple stems higher than 6 feet. Height of application will be approximately 6 inches above the stem origin. The stream should be directed horizontally to produce a narrow band of herbicide around each stem. Stems over 1.5 inches in diameter should have complete circular coverage. Avoid contact with conifers. **DISCLAIMER:** Big leaf maple clump quantity estimates provided in the Unit Description Summary under Special Requirements/Comments are gross estimates; it is the responsibility of the Contractor to inspect and develop their own estimates for bidding purposes.

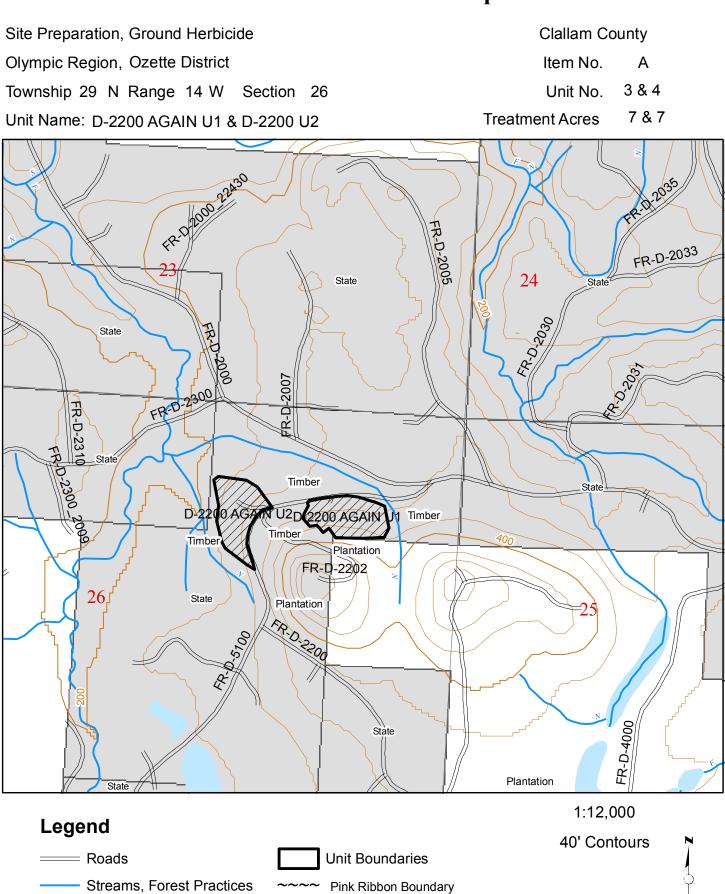
Equipment Requirements: Backpack sprayers must be a minimum 4 gallon capacity. All nozzles used by the crew for a like treatment technique must be the same configuration and orifice size to facilitate even coverage and rate calibration.

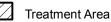
Additional Requirements: See attached maps for treatment boundary illustration. See Clause 3-21.01 for allowable herbicide substitutions. Do not apply or allow spray drift within 25 feet of any flowing or standing water.

Site Preparation, Ground HerbicideClallam CountyOlympic Region, Coast DistrictItem No.ATownship 28 N Range 13 W Section 1 & 2Unit No.1 & 2Unit Name: FRONTIER U1 & FRONTIER U2Treatment Acres69 & 52State36



**DNR-Managed Lands** 





Public Land Survey Sections

Lakes, Ponds, Wetlands

DNR-Managed Lands

Site Preparation, Ground Herbicide **Clallam County** Olympic Region, Ozette District Item No. А Township 29 N Range 14 W Section 25, 35, 36 Unit No. 5 & 6 & 7 Treatment Acres 7 & 2 & 31 Unit Name: D-2200 AGAIN U3 & D-2200 U4 & D-2200 U5 FR.D.2200 State -5100 A A A State Ŗ 00e4\_ State FR-D-4000

25

D-2

Stat

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Timber

Timber

D-2200 AGAIN US

Timber

State

36

FR-D-2200

State

FB-D-4000

Plantation

State

FR.D. 4000, 7,

Plantation

State

35

Timber

State

FR-D:

1-5109

Plantation

00 AGAIN U4

Timber

100

Plantation

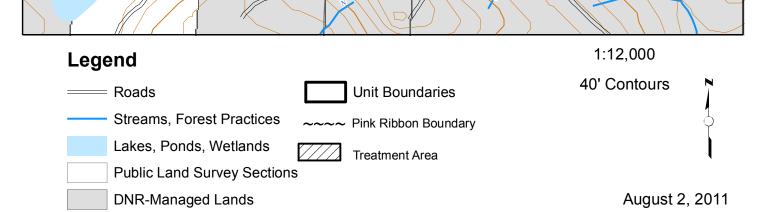
4000SPUR

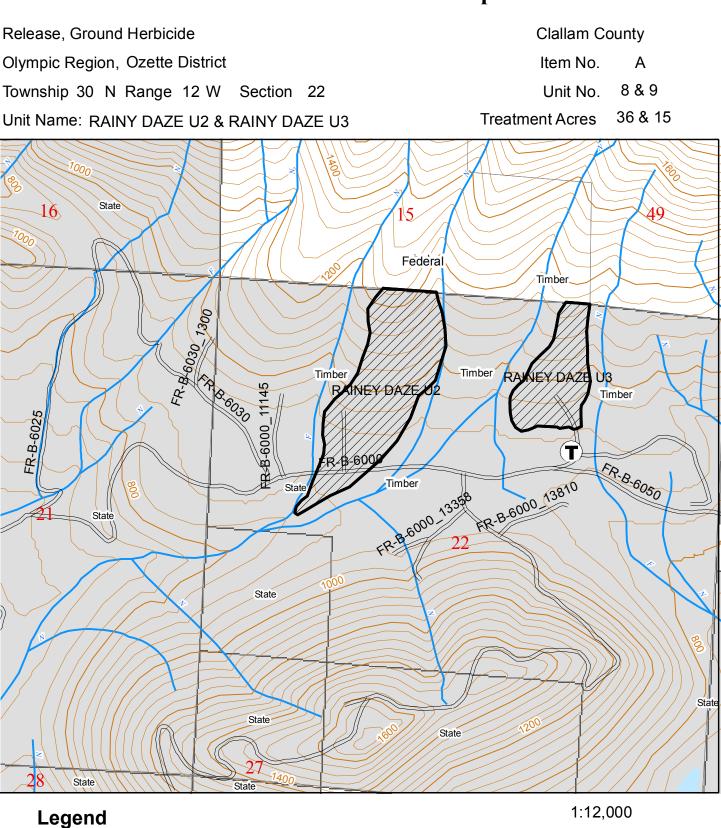
State

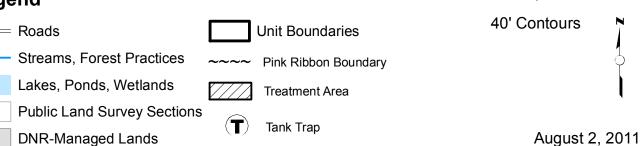
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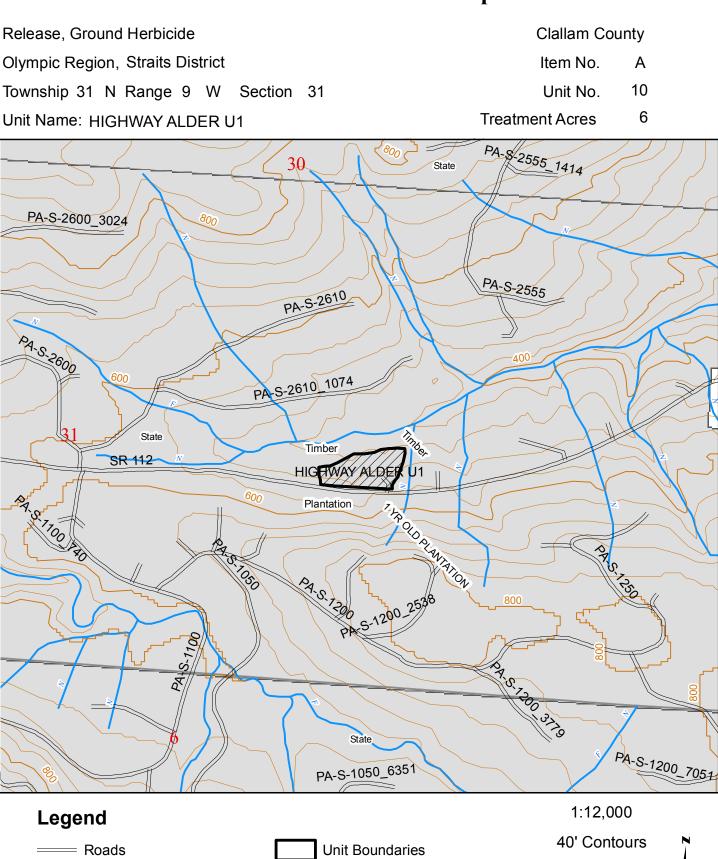
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FR-D-2200.2









Pink Ribbon Boundary

**Treatment Area** 

Tank Trap

 $(\mathbf{T})$ 

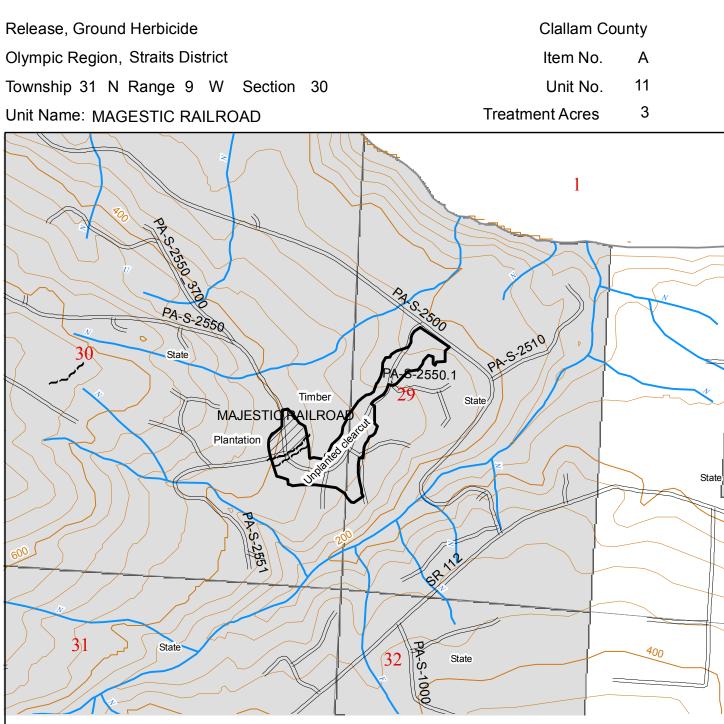
Streams, Forest Practices

Lakes, Ponds, Wetlands

**DNR-Managed Lands** 

**Public Land Survey Sections** 

August 2, 2011



### Legend

- = Roads
- ------ Streams, Forest Practices
  - Lakes, Ponds, Wetlands
  - Public Land Survey Sections
    - DNR-Managed Lands

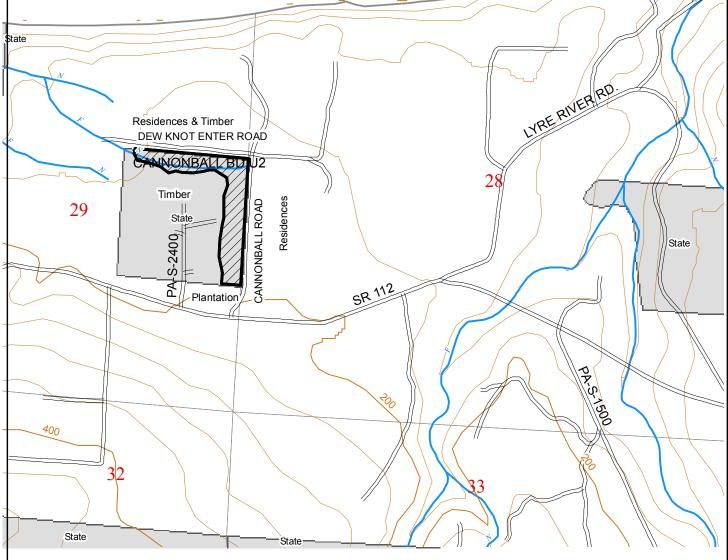
Pink Ribbon Boundary Treatment Area

**Unit Boundaries** 

1:12,000 40' Contours



Site Preparation, Ground Herbicide **Clallam County** Olympic Region, Straits District Item No. А 12 Township 31 N Range 9 W Section 29 Unit No. 10 **Treatment Acres** Unit Name: CANNONBALL BD U2 1 state



### Legend

- = Roads
- Streams, Forest Practices
  - Lakes, Ponds, Wetlands

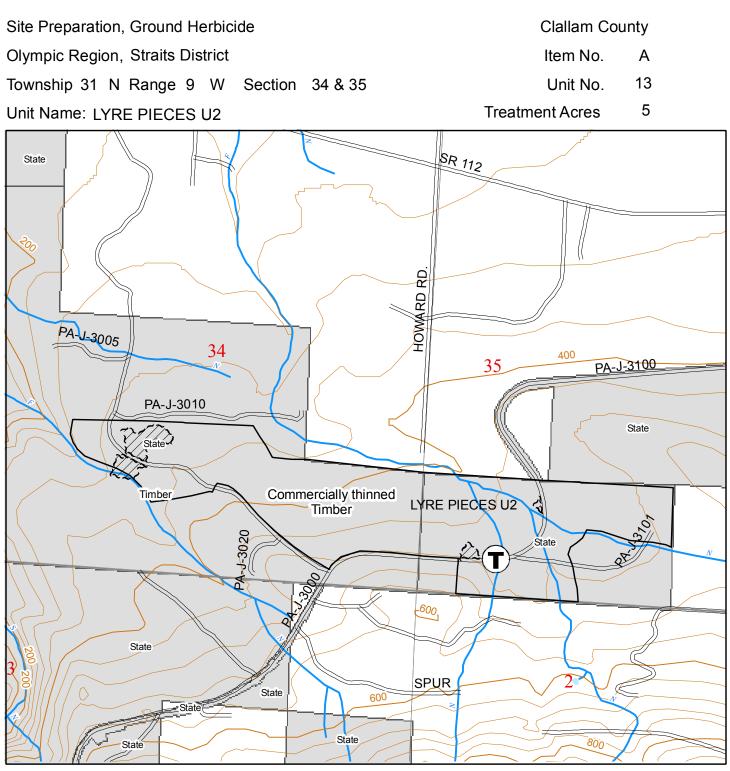
  - **Public Land Survey Sections**
  - **DNR-Managed Lands**

Pink Ribbon Boundary **Treatment Area** 

**Unit Boundaries** 

1:12,000





### Legend

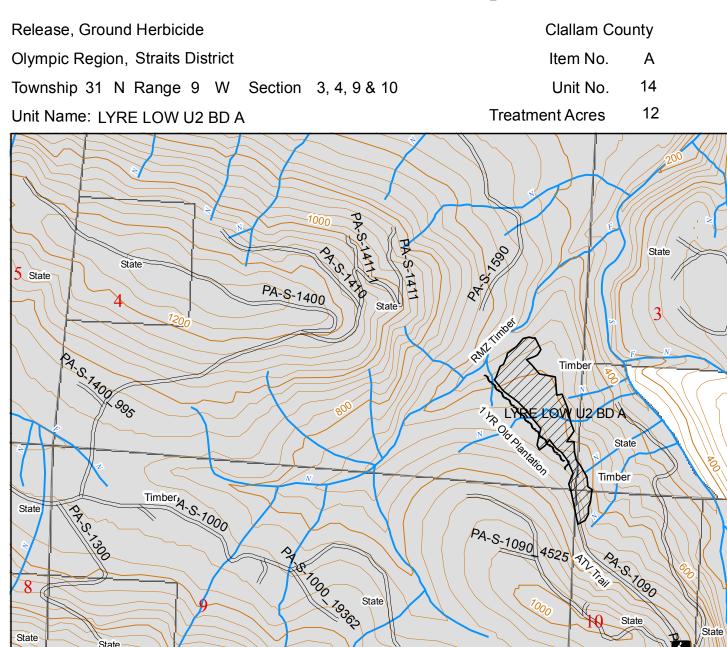
- Roads
- ----- Streams, Forest Practices
  - Lakes, Ponds, Wetlands
  - Public Land Survey Sections
    - DNR-Managed Lands

Tank Trap

**Unit Boundaries** 

**Treatment Area** 

Pink Ribbon Boundary



State

**Unit Boundaries** 

**Treatment Area** 

Pink Ribbon Boundary

### Legend

State

8

State

- = Roads
- Streams, Forest Practices
- - Lakes, Ponds, Wetlands

**DNR-Managed Lands** 

State

PA-S.

1400

- **Public Land Survey Sections** 
  - 36

ATV or Walk Only Beyond this Point

40' Contours

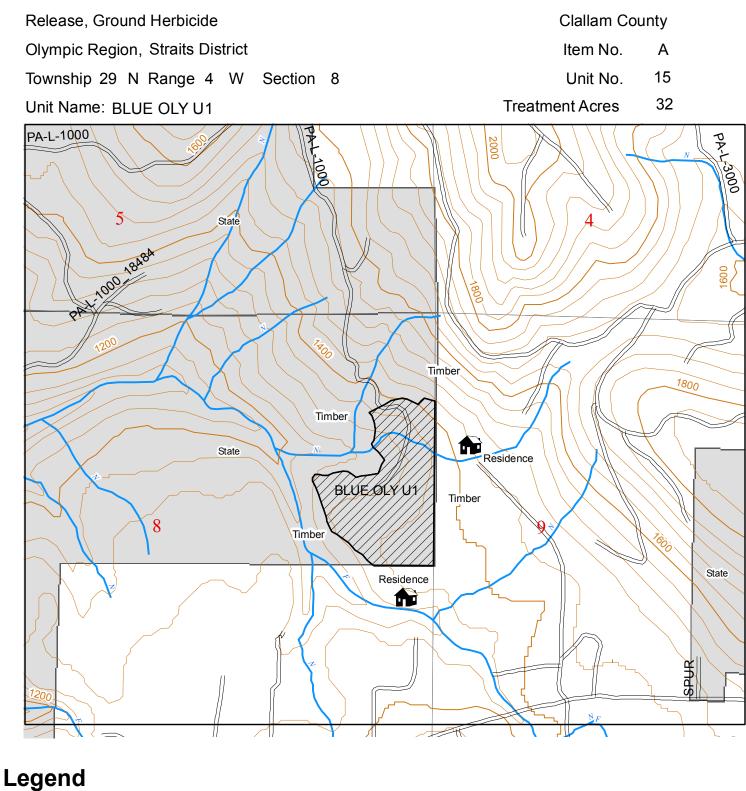
1:12,000

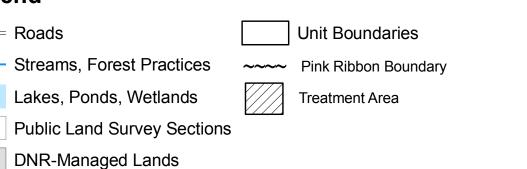
State

State

1000

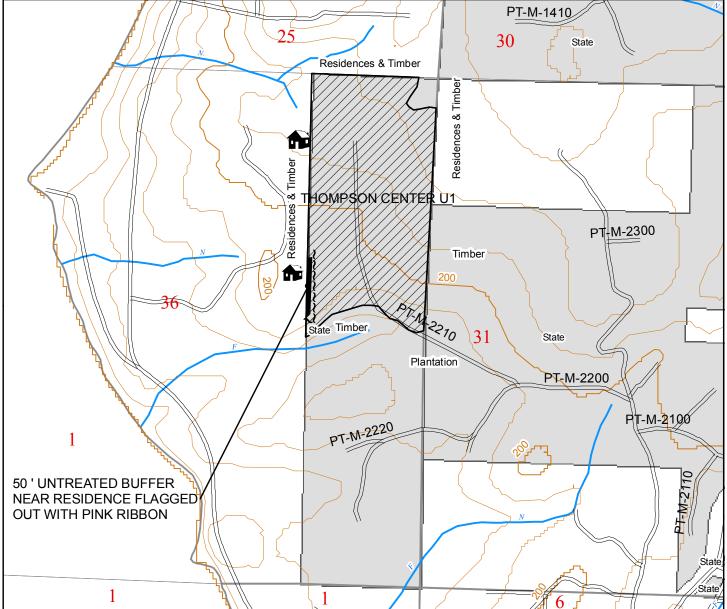
August 2, 2011





1:12,000

Site Preparation, Ground HerbicideClallam CountyOlympic Region, Straits DistrictItem No.ATownship 29 N Range 3 W Section 36Unit No.16Unit Name: THOMPSON CENTER U1Treatment Acres69



**Unit Boundaries** 

**Treatment Area** 

Pink Ribbon Boundary

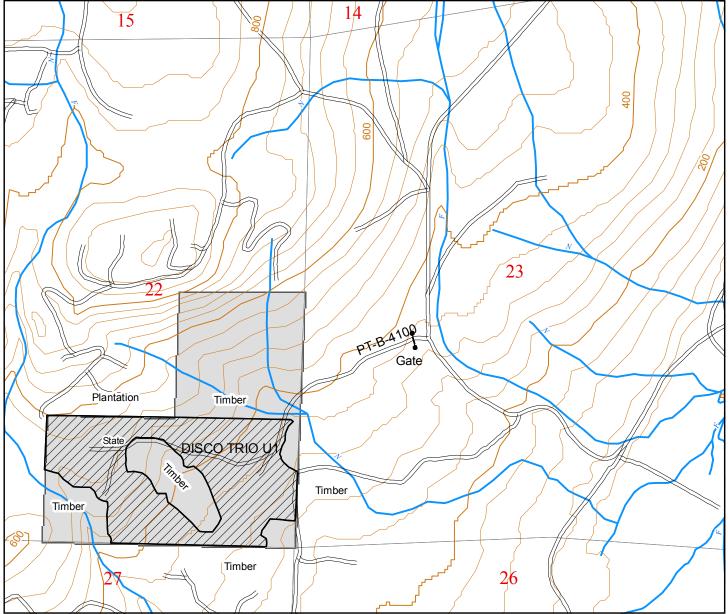
### Legend

- ------ Streams, Forest Practices
- - Lakes, Ponds, Wetlands
  - Public Land Survey Sections
    - DNR-Managed Lands

August 2, 2011

1:12,000

Release, Ground HerbicideClallam CountyOlympic Region, Straits DistrictItem No.ATownship 29 N Range 2 W Section 22Unit No.17Unit Name: DISCO TRIO U1Treatment Acres56



**Unit Boundaries** 

**Treatment Area** 

Pink Ribbon Boundary

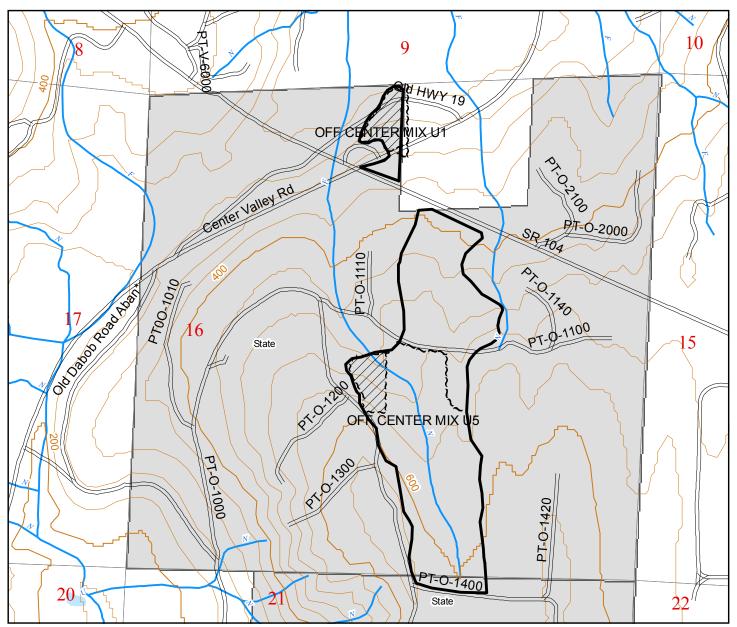
### Legend

- = Roads
- ------ Streams, Forest Practices
  - Lakes, Ponds, Wetlands
  - Public Land Survey Sections
    - DNR-Managed Lands



1:12,000

Release, Ground Herbicide Olympic Region, Straits District Township 28 N Range 1 W Section 16 **Treatment Acres** Unit Name: OFF CENTER MIX U1 & OFF CENTER MIX U5



### Legend

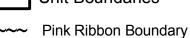
- Roads
- Streams, Forest Practices
  - Lakes, Ponds, Wetlands
  - **Public Land Survey Sections** 
    - **DNR-Managed Lands**

August 2, 2011



**Unit Boundaries** 

1:12,000 40' Contours



**Treatment Area** 

**Clallam County** 

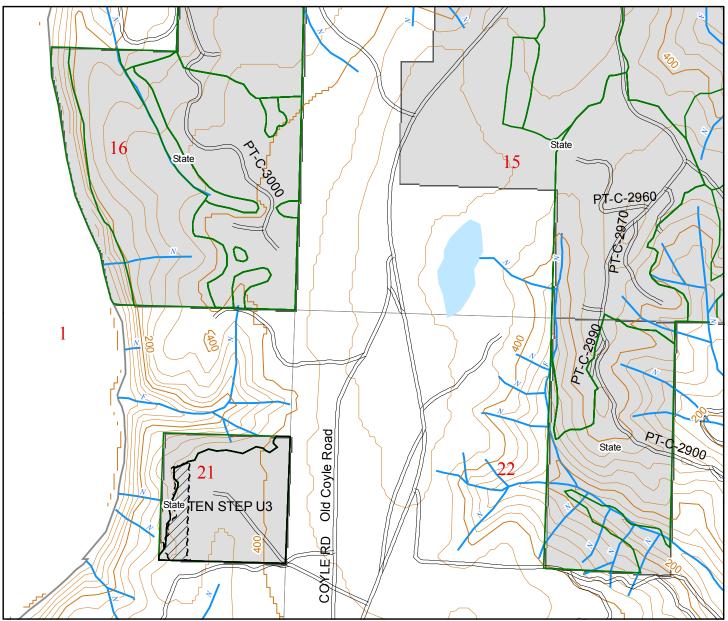
Item No.

4 & 6

А

Unit No. 18 & 19

Release, Ground HerbicideClallam CountyOlympic Region, Straits DistrictItem No.ATownship 26 N Range 1 W Section 21Unit No.20Unit Name: TEN STEP U3Treatment Acres8



### Legend

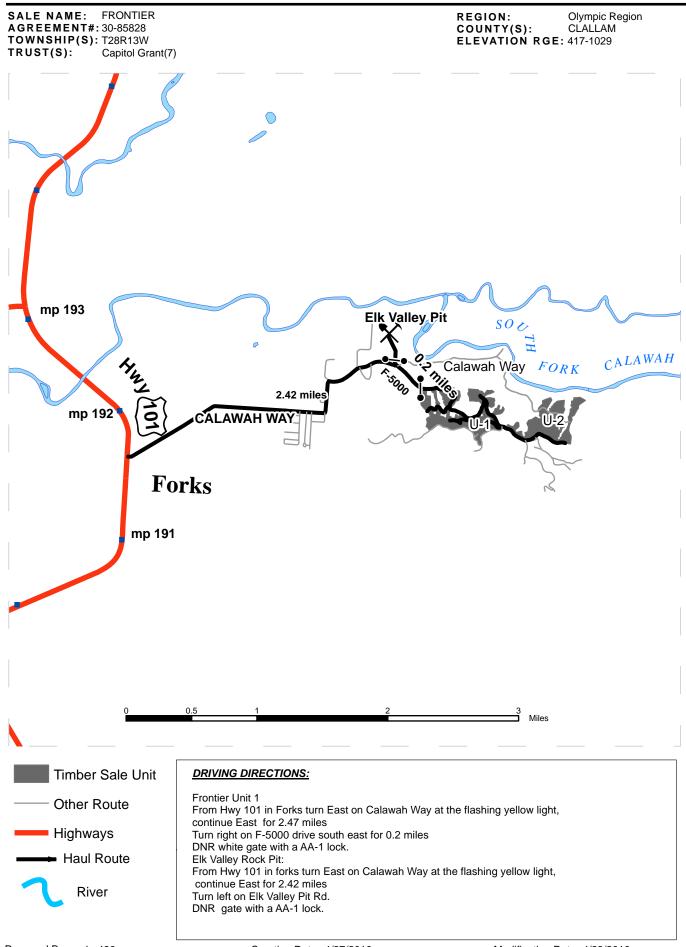
- = Roads
- ------ Streams, Forest Practices
  - Lakes, Ponds, Wetlands
  - Public Land Survey Sections
    - DNR-Managed Lands

**Unit Boundaries** 

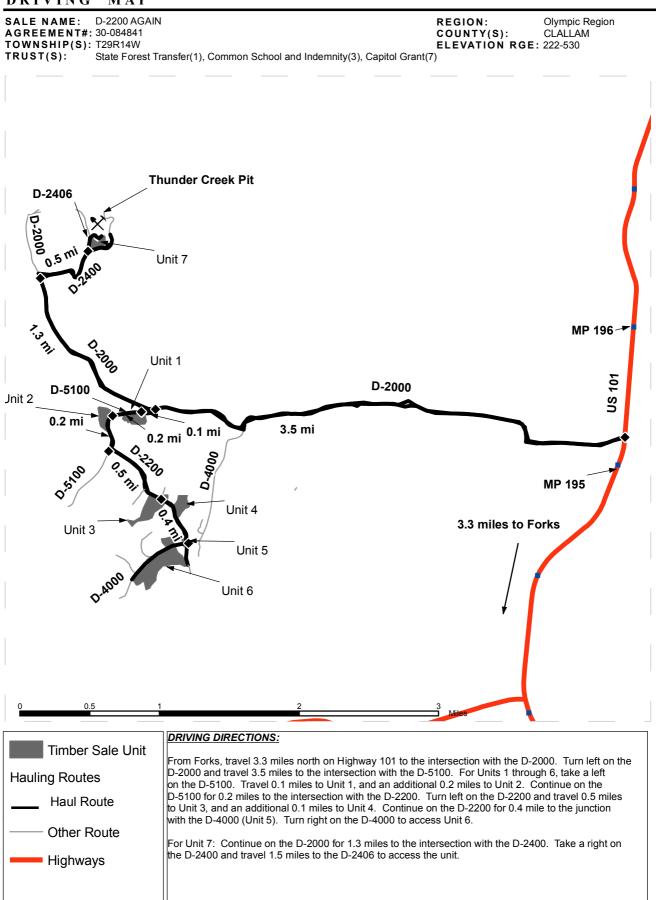
**Treatment Area** 

Pink Ribbon Boundary

1:12,000

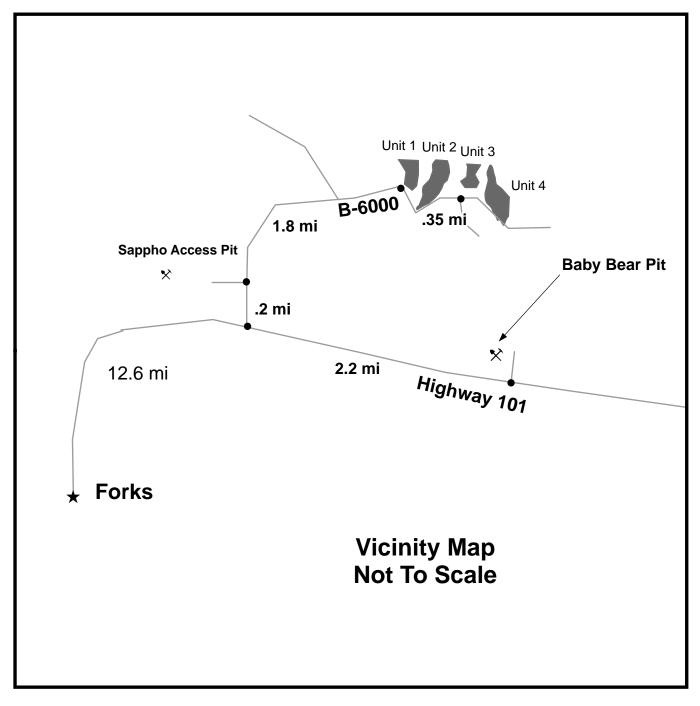


Creation Date: 4/27/2010



Prepared By: cbru490

SALE NAME: RAINEY DAZE AGREEMENT#: 30-082074 TOWNSHIP(S): 30N - 12W TRUST(S): FOREST BOARD TRANSFER REGION: OLYMPIC COUNTY(S): CLALLAM ELEVATION RGE: 500 - 1000 FEET

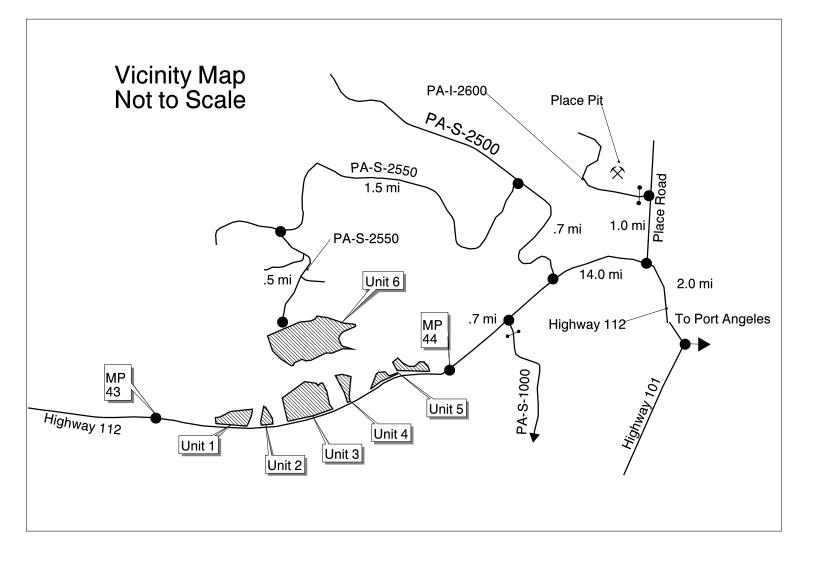


Map 2 of 2

### TIMBER SALE MAP

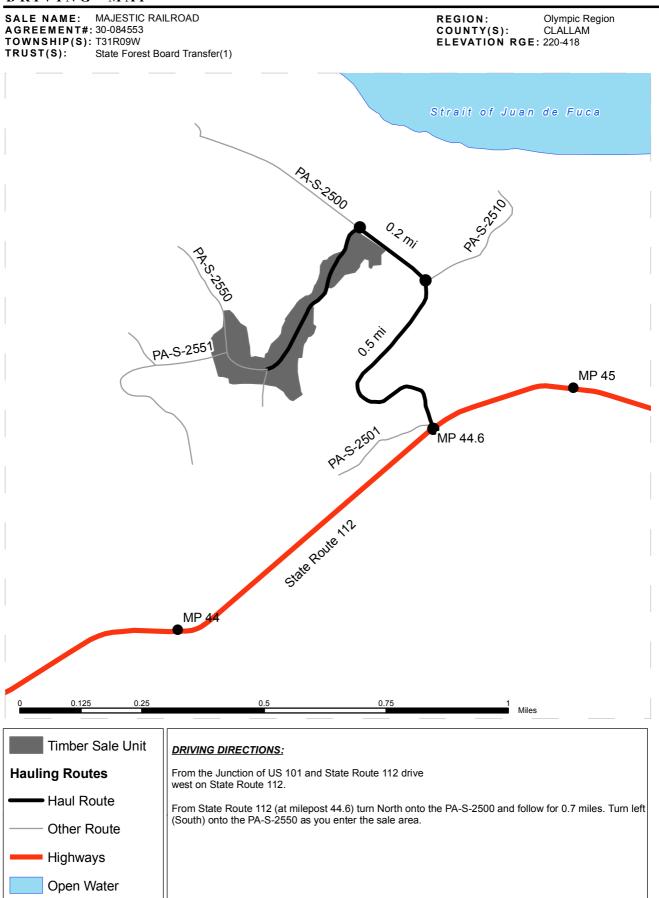
SALE NAME:HIGHWAY ALDERAGREEMENT NO:30-077388TRUST(S):Forest Board Transfer

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



Drawn By: M. Helms Date: August 19, 2005

# Map 2 of 2

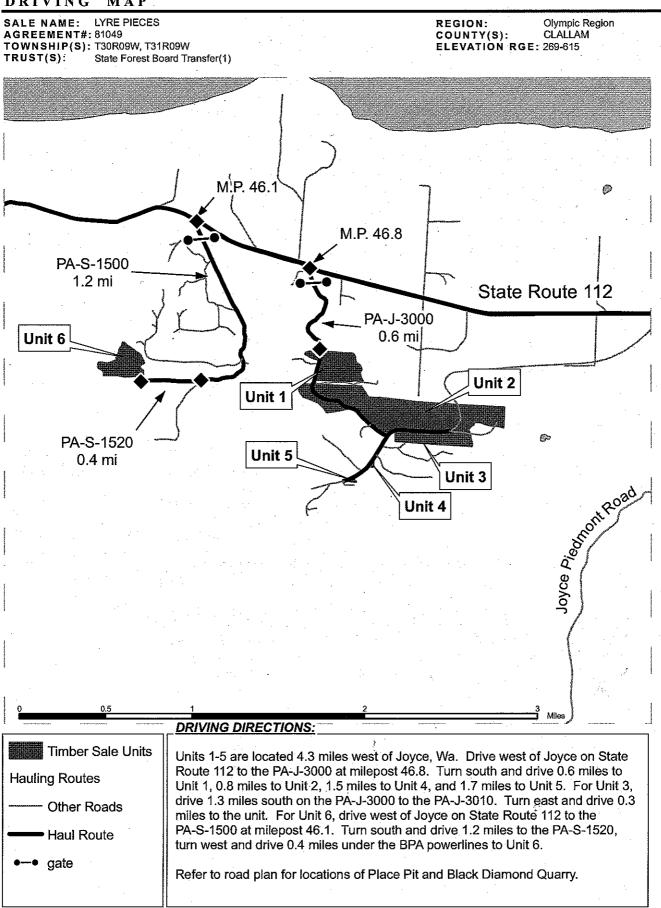


Prepared By: jaff490

SALE NAME:CANNONBALL BLOWDOWNAGREEMENT#:30-085827TOWNSHIP(S):T31R09WTRUST(S):State Forest Transfer(1)

REGION: Olympic Region COUNTY(S): CLALLAM ELEVATION RGE: 156-196

P. N. 2500 Sale Area Cannonball Rd S 112 MP 44.6 Joyce PA-5-1500 MP 45.3 5.0 mi PA-S-1004 0.5 Miles From Joyce, travel 5.0 miles west on Highway 112 to Cannonball Road. Continue 0.1 mi west **Timber Sale Unit** of Cannonball Road on Highway 112 to the proposed location of the PA-S-2400. Park at the trunout on the north side of Highway 112. Highways Do not park on Cannonball Road or Dew Knot Enter Road. These are private roads. - Haul Route Refer to Road Plan for location of Place Pit. Other Route (S) **Rock Stockpile** 

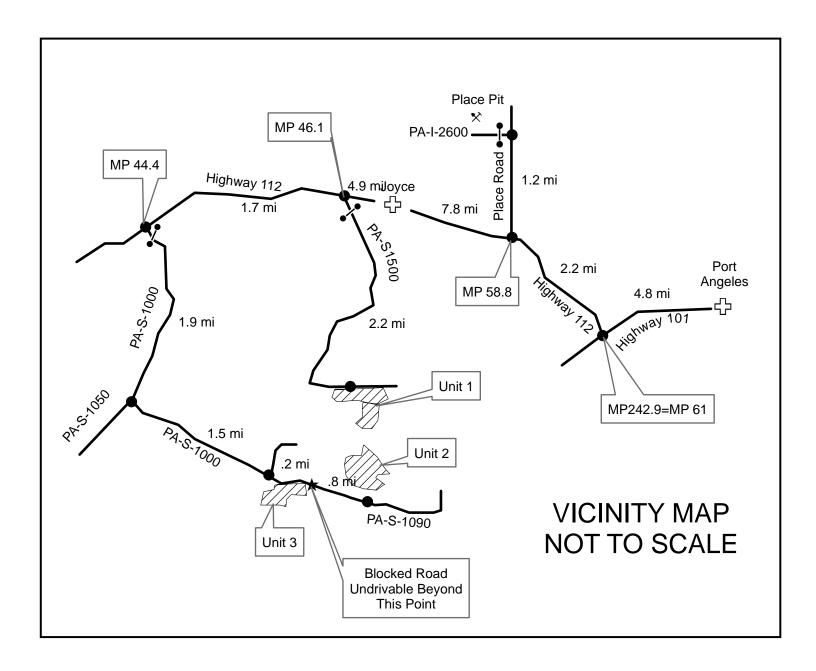


Prepared By: gmff490

Modification Date: 1/25/2010

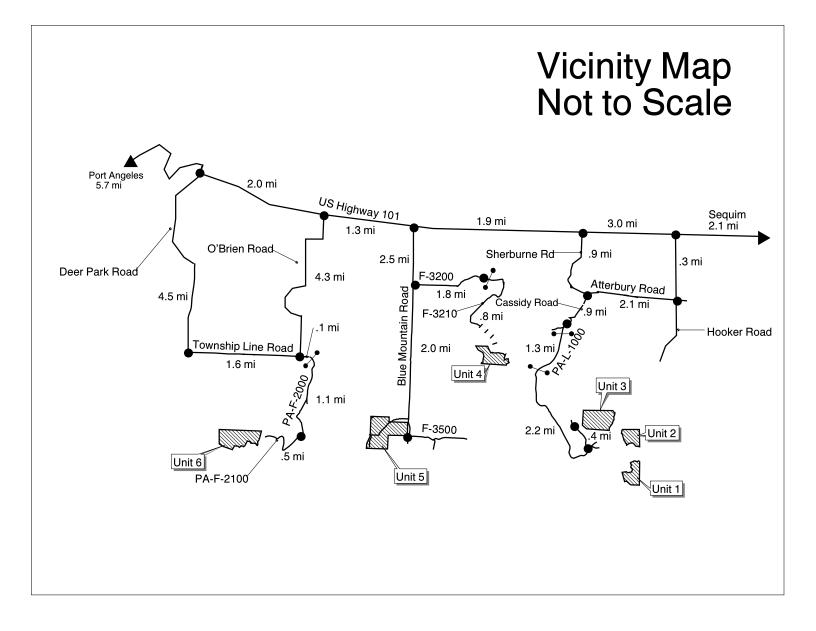
#### TIMBER SALE MAP sale name: Lyre low agreement no: 30-082507 township(s): t30n-09w trust(s): forest board transfer(01)/capitol grant (07)

REGION: OLYMPIC COUNTY(S): CLALLAM ELEVATION: 1000 - 2000 FEET



### TIMBER SALE MAP

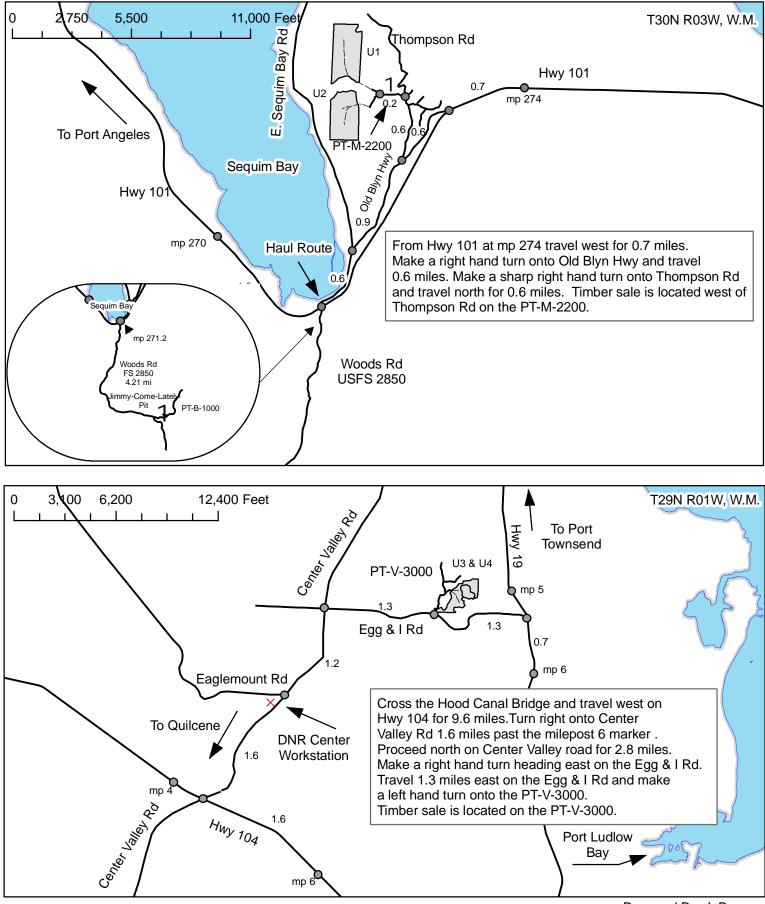
SALE NAME:	BLUE OLY	<b>REGION:</b>	Olympic
AGREEMENT NO:	30-079333	COUNTY(S):	Clallam
TRUST(S):	Forest Board Transfer		



# Map 3 of 3

### Thompson Center Timber sale Vicinity Map

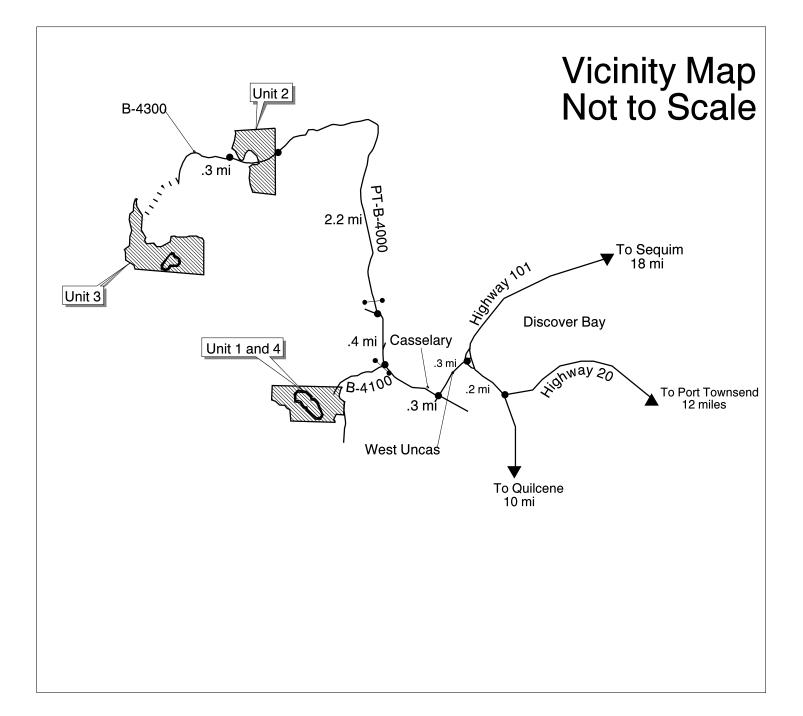




Prepared By: J. Brown

### TIMBER SALE MAP

SALE NAME:	DISCO TRIO
<b>AGREEMENT NO:</b>	30-079332
TRUST(S):	Forest Board/Common School





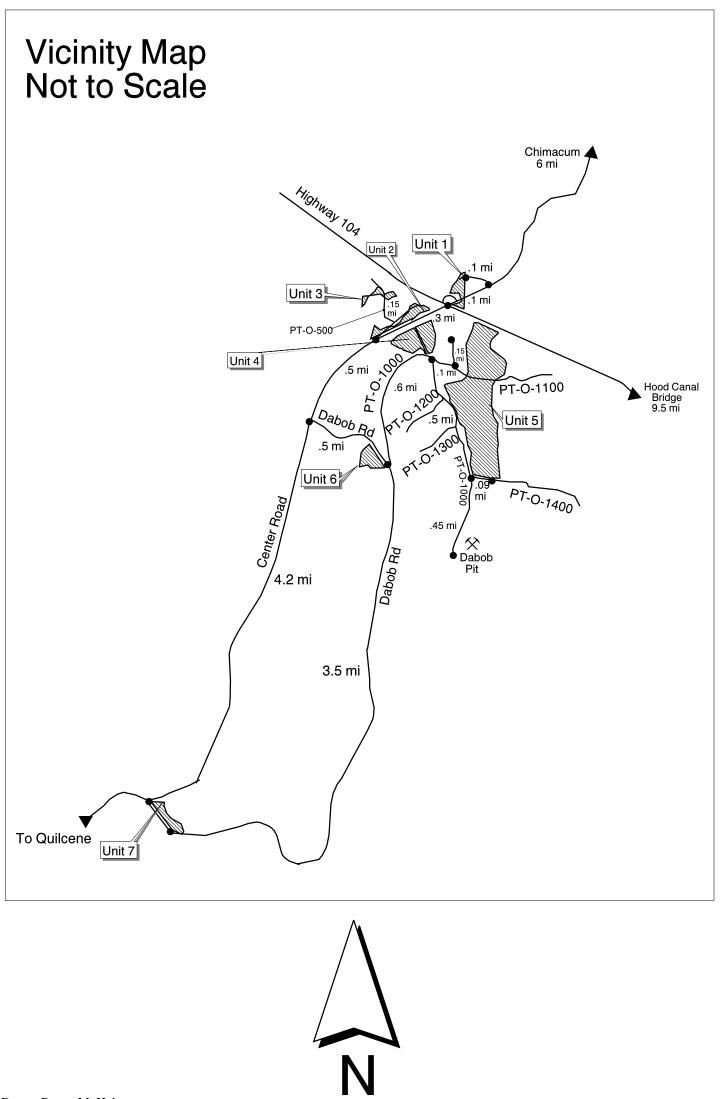
Drawn By: M. Helms Date: February 7, 2007

# Map 2 of 2

### TIMBER SALE MAP

SALE NAME: AGREEMENT NO: TRUST(S): OFF CENTER MIX 30-076297 Common School/Forest Board Transfer

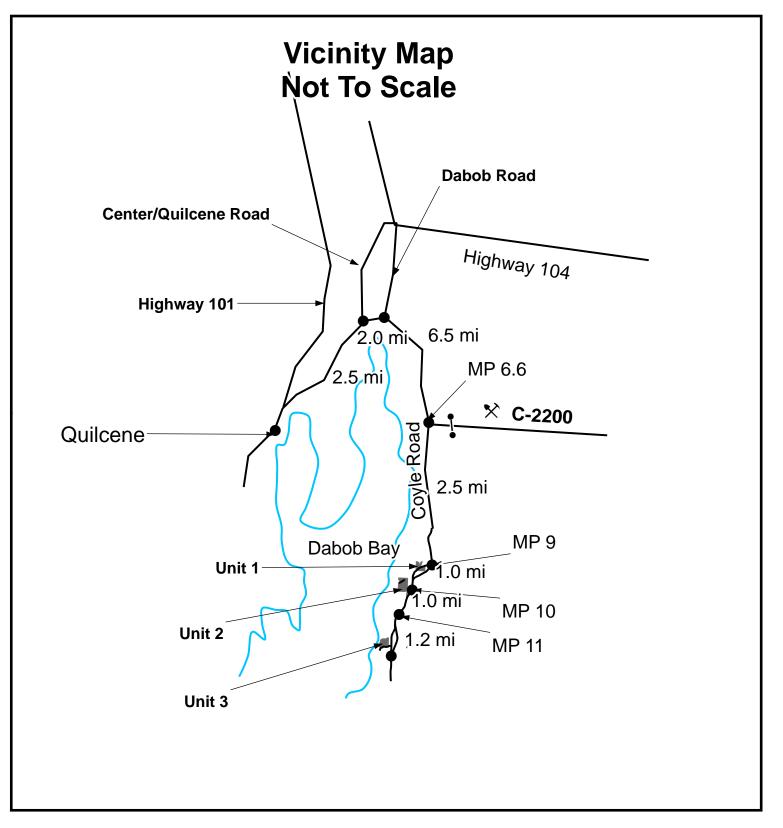
**REGION:** Olympic **COUNTY(S):** Jefferson



Drawn By: M. Helms Date: March 9, 2005 Elevation: 0 - 500'

## Map 2 of 2

SALE NAME: TEN STEP AGREEMENT#: 30-082072 TOWNSHIP(S): 27N-1W AND 26N-1W TRUST(S): FOREST BOARD TRANSFER REGION: OLYMPIC COUNTY(S): JEFFERSON ELEVATION RGE: 350 - 540'



Map 3 of 3

#### SECTION IV BID FORM

#### SITE PREPARATION AND CONIFER RELEASE, GROUND HERBICIDE

#### INVITATION TO BID/CONTRACT NUMBER 1334

Award of contract shall be on an Item basis as per Clause 1-42.

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 **1330**.

				Unit Bid Price		
Item No.	Unit No.	Unit Name	Acres <sup>1</sup>	(Per Acre)		Unit Total <sup>2</sup>
A	1	Frontier U1	69	\$	<u>/</u> Ac	\$
A	2	Frontier U2	52	\$	<u>/Ac</u>	\$
A	3	D-2200 Again U1	7	\$	/Ac	\$
A	4	D-2200 Again U2	7	\$	<u>/Ac</u>	\$
A	5	D-2200 Again U4	7	\$	<u>/Ac</u>	\$
A	6	D-2200 Again U5	2	\$	<u>/Ac</u>	\$
A	7	D-2200 Again U6	31	\$	<u>/Ac</u>	\$
A	8	Rainy Daze U2	36	\$	<u>/</u> Ac	\$
A	9	Rainy Daze U3	15	\$	<u>/Ac</u>	\$
A	10	Highway Alder U1	6	\$	<u>/</u> Ac	\$
A	11	Majestic Railroad	3	\$	<u>/Ac</u>	\$
A	12	Cannonball BD U2	10	\$	<u>/</u> Ac	\$
A	13	Lyre Pieces U2	5	\$	<u>/Ac</u>	\$
A	14	Lyre Low U2 BD A	12	\$	<u>/Ac</u>	\$
A	15	Blue Oly U1	32	\$	<u>/Ac</u>	\$
A	16	Thompson Center U1	69	\$	<u>/</u> Ac	\$
A	17	Disco Trio U1	56	\$	<u>/</u> Ac	\$
A	18	Off Center Mix U1	4	\$	/Ac	\$
A	19	Off Center Mix U5	6	\$	/Ac	\$
Α	20	Ten Step U3	8	\$	/Ac	\$

Total Acres: 437

**Item Bid Total:** 

\$\_\_\_\_\_

The business named hereon is certified by the Office of Minority and Women's Business Enterprises and is bidding as a \_\_\_\_\_\_ owned business. (Enter either <u>minority</u> or <u>woman</u>, if appropriate.)

Firm Name	Address
Signature	City and State
Title	Phone

Note:

Detach and return one (1) copy of this form as per Clause 1-22.

<sup>1</sup>An approximate number.

<sup>2</sup>Exclusive of Washington State Sales Tax.

#### SECTION V OFFER and CONTRACT AWARD

OFFER (For Bidder Use Only)

On condition of a contract award within sixty (60) days of bid opening and for the bid price 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 1334. Submittal of this document with authorized signature constitutes complete understanding of all terms and conditions. And further, submittal of this document constitutes acceptance of an agreement to comply with all terms and condition of the contract if awarded, and verifies that all goods and services will be available throughout the contract period.

(Company Name	e)				
(Address)					
(City)	(State)	(Zip)			
(UBI No.)			By:		
				(Signature)	(Date)
(L & I Indu Insurance Account No.)	strial				
				(Typed or Printed Name)	
(Farm Labor Co License No.)	ontractor				
				(Title)	
(Federal I.D. Social Security No.)	No. or				
				(Phone No.)	

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

Contract Number 1334 is hereby awarded and executed between and the State of Washington, Department of Natural Resources, to be effective 9/13 - 10/7, 2011. This award is for item Number(s) 1.

> State of Washington, Department of Natural Resources

By:

(Signature) Sue Trettevik Olympic Region Manager (Date)

NOTE: Detach and return this form per clause 1-22.