INVITATION TO BID
Contract Number #1397

Pre-Commercial Thinning (PCT)
880 Acres
Term of Contract: Monday, February 25th, 2013 To Friday, June 14th, 2013
(PCT is the cutting and/or removal of certain trees from a stand to regulate the number, quality and distribution of the remaining crop trees. The thinned trees have no commercial value.)

Notice To Bidders
Special Notices
Definitions

SECTION I
■ Instructions to Bidders

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

SECTION III
■ Unit Descriptions
■ Unit Maps
■ Vicinity Map

SECTION IV
■ Bid Form

SECTION V
■ Offer and Contract Award
NOTICE TO BIDDERS

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

Sealed bids will be accepted at the Department’s Northwest Region office until **1:00pm on Thursday, February 21st, 2013** at which time and place all bids will be opened and read aloud. Individuals who wish to request special accommodations for the bid opening (e.g., sign language, interpreters, Braille, etc.) should contact the Department ten (10) Working days prior to the scheduled bid opening.

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

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

Upper left corner: Bidder's Address  
Lower left corner: Pre-Commercial Thinning – “Sealed Bid”  
Invitation to Bid/Contract Number: **1397**

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

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

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

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

Term of contract: Monday, June 25th, 2013 To Friday, June 14th, 2013

Work shall begin on the start date identified above unless an alternate plan is approved by the Compliance Forester.

Please note any long walk-ins and closed/abandoned roads as identified on Unit Maps and in Section III – Special Requirements and General Information. Closed roads are based on the best available information, but potential contractors should verify access before bidding.

Gate Access: All gates will use locks that require an F1-3 key. This key is available from the Northwest Region office in Sedro Woolley.

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

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.

<table>
<thead>
<tr>
<th>Hospital</th>
<th>Address</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>St. Joseph Hospital</td>
<td>2901 Squalicum Parkway, Bellingham</td>
<td>360-734-5400</td>
</tr>
<tr>
<td>United General Hospital</td>
<td>1971 Highway 20, Sedro Woolley</td>
<td>360-856-6021</td>
</tr>
<tr>
<td>Skagit Valley Medical Center</td>
<td>1415 E Kincaid St, Mt. Vernon</td>
<td>360-424-4111</td>
</tr>
<tr>
<td>Cascade Valley Hospital</td>
<td>330 S Stillaguamish Ave, Arlington</td>
<td>360-435-2133</td>
</tr>
<tr>
<td>Valley General Hospital</td>
<td>14701 179th St. SE, Monroe</td>
<td>360-794-7497</td>
</tr>
<tr>
<td>Providence General Hospital</td>
<td>14th and Colby Ave., Everett</td>
<td>425-261-2000</td>
</tr>
</tbody>
</table>
DEFINITIONS

A. ‘Buffer Zone’ - An area designated to be left along roads or other features in which there will be no cutting.

B. ‘Compliance Forester’ means the Department staff who perform the compliance inspections, approves Work, recommends payment to the Contract Manager, manages the Work Schedule, and assists with seedling distribution.

C. ‘Conifer’ means a tree that is a Douglas-fir, true fir, pine, hemlock, spruce, or cedar.

D. ‘Contract’ means this Invitation to Bid/Contract the Pre-Work Conference packet and all required documents provided by the contractor.

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

F. ‘Contractor’ means the bidder who was awarded this Contract.

G. ‘Contractor Selection of Leave Trees’ - Crop and leave trees are unmarked and will be selected by the Contractor.

H. ‘Crop Tree’ - These are usually the largest undamaged conifer trees with good form and free of disease.

I. ‘Department’ means the Department of Natural Resources of the State of Washington, acting through an authorized employee.

J. ‘Designated Contract Representative(s): Those individuals designated by the Contractor on the Pre Work form during the Pre Work Conference (2-11, 2-12)

K. ‘D.B.H.’ - Diameter at breast height, a point on the tree stem 4 feet above ground level.

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

M. ‘Hardwood’ means any tree or tall shrub with broad leaves. Examples include alder, elderberry, big leaf maple, vine maple, madrone, cottonwood, cherry, and willow.

N. ‘Item’ means the smallest category of area that can be awarded to one contractor. This contract can be a roll-up of a large geographic area and Items are used for award purposes to identify to the contractor what portions of this contract their specific award is for.

O. ‘Mechanical Treatment’ - The use of power saws, axes, or other approved tools to remove trees.

P. ‘Mistletoe Thinning’ - Removal of designated conifer trees bearing visible mistletoe plants on branches as well as visible plants or infections on the stem.

Q. ‘Pre-Work Conference’ is the meeting between the department and the contractor after award of the contract is made but prior to commencement of work. Items agreed upon in this meeting are signed off by both the department and the contractor and become part of the contract.

R. ‘Region Manager’ means the designated Department staff responsible for managing the affairs of the Department in designated large geographic areas. The Region Manager may perform the duties of the Contract Manager.

S. ‘Slash’ - shall mean all debris created on the contract area by the pre-commercial thinning operation.

T. ‘Surplus Trees’ - All trees designated for cutting.

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

V. ‘Unit Bid Price’ is the rate per acre written in the Unit Bid Price column of the bid form (Section IV Bid Form).

W. ‘Work Schedule’ means the approved timeline for how the requirements of this contract will be fulfilled by the contractor. The work schedule is agreed upon during the Pre-Work Conference by both the department and the...
contractor.

X. ‘Work’ means the services the Contractor is required to satisfactorily complete this Contract found in Section II Specifications for the Activity and Section IIIA Unit Description.
SECTION I: INSTRUCTIONS TO BIDDERS AND CONTRACT AWARD

1-01 Unit Inspection & Bid Preparation
Bidders are expected to examine this entire Invitation to Bid/Contract and are urged to inspect the Unit(s) prior to submission of their bid. Bidder acknowledges through submission of their bid that it has ascertained the nature and location of the Work and investigated and satisfied itself as to the general and local conditions which can affect the Work or its cost, including but not limited to:

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

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

1-03 Bid Submission is Offer to Contract
Your bid in response to this Invitation to Bid/Contract is an offer to contract with the Department. All offers shall remain firm for a period of 90 calendar days after the bid opening. If there is a problem and the lowest responsible bidder is unable to accept this contract the next lowest responsible bidder will be contacted for possible award. An Invitation to Bid becomes a contract when officially awarded by the Department with the return of a countersigned SECTION V - Offer and Contract Award.

1-05 Bid Contents
The bid shall include the Bid Form (Section IV), the Offer and Contract Award Form (Section V) properly completed and signed, the bid deposit specified in Clause 1-09, Contractor’s Declaration of Industrial Insurance Status, and a photocopy of bidder’s Washington State Farm Labor Contractors License.

1-07 Withdrawal of Bid
A bid may be withdrawn in person by a bidder’s authorized representative before the opening of the bids. Bidder’s representative(s) will be required to show ID and sign on the bid summary sheet before it will be released.

1-08 Rejection of Bids
To be considered, bids should conform to the above requirements, except that the Department may waive informalities and minor irregularities in bids received. The Department reserves the right to reject any or all bids received.

1-09 Bid Deposit
A bid deposit of ONE THOUSAND DOLLARS ($1,000) is required. This deposit assures the Department that the bidder will accept award of any items on which the bidder is the lowest responsible bidder. The bid deposit must be in the form of certified check made payable to the Washington State Department of Natural Resources and include a reference to the bid/contract number. The bid deposit must be delivered to the Department's Region Office with the delivery of the bid. The bid deposit of a bidder awarded the contract will be released when the performance/damage deposit has been approved, or the bid deposit may be converted to apply to part or all of the required performance/damage deposits after contract award. Once all the bids are evaluated and the contract has been awarded, bid deposits will be returned to all unsuccessful bidders.
1-10 Performance and Damage Deposit
The bidder awarded the Contract (Contractor) agrees to furnish a performance and damage deposit of ten percent (10%) of the Contractor’s total award established in the award letter. The deposit shall be in the form of certified check or cashier’s check made payable to “Washington State Department of Natural Resources,” irrevocable letter of credit, or a savings account assignment. This deposit guarantees performance of this Contract and payment of damages caused by operations during the performance of this Contract or resulting from Contractor’s noncompliance with any contract provisions or the law. In the event the Department needs to utilize the deposit, Contractor shall replace the portion(s) by the due date indicated on the written notification from DNR.

1-11 Lowest Responsible Bidder
Award of this Contract shall be to the lowest responsible bidder as determined by the Department. In determining the lowest responsible bidder, in addition to price, the following may be considered: (a) the ability, capacity, and skill of the bidder to perform the contract; (b) the character, integrity, reputation, judgment, experience, and efficiency of the bidder; (c) whether the bidder can perform the contract within the time specified; (d) the quality of performance of previous contracts; and (e) the previous and existing compliance by the bidder with laws relating to the contract or services. The Department’s determination that a bidder is not qualified shall result in rejection of the bid submitted.

1-12 Award Letter
The Department will make every effort to mail an award letter with instructions and a copy of the executed contract to the successful bidder within ten (10) business days of bid opening.

1-13 Conditions on Award
Within ten (10) business days after the bidder receives their award letter, the Department must receive the signed contract, the performance and damage deposit, and insurance certificate at the Department’s Region Office (Page 2 Notice to Bidders). The Department may extend upon written request to the Contract Manager, the time allowed for receipt of the above items. If the bidder fails to submit the above items within the time specified, the Department may consider the contract award rejected and may terminate award of the contract.

1-14 Contract Modification or Cancellation
The Region Manager reserves the right to modify or cancel this Contract in part or whole without cause. The Contractor shall be paid only for Work performed satisfactorily prior to cancellation of the Contract.
SECTION II-A: GENERAL PROVISIONS

2-01 Compliance with all Laws
The Contractor shall comply with all laws and regulations of the United States, State of Washington, and counties where the Work is located. The Contractor will make any payments, contributions, remittances, and reports or statements required under those laws.

2-02 Licenses and Permits
The Contractor shall, without additional expense to the Department, obtain all required licenses and permits necessary for executing the Contract.

2-03 Indemnification and Hold Harmless
To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the State, agencies of the State, and all officers and employees of the State, from and against any and all claims for injuries or death, including claims by Contractor’s employees, or for damages arising out of, resulting from, or incident to Contractor’s performance or failure to perform the Contract. Contractor’s obligation to indemnify, defend and hold harmless shall not be eliminated or reduced by any alleged concurrent negligence of the State or its agencies, employees, and officers. Contractor waives its immunity under Title 51 RCW to the extent required to indemnify, defend, and hold harmless the State and its agencies, officers, or employees.

2-04 Insurance
Before commencing Work, the Contractor shall obtain and keep during the term of this Contract the following liability insurance policies, insuring Contractor against liability arising out of its operations, including use of vehicles. Failure to buy and maintain the required insurance may result in termination of the Contract. The limits of insurance, which may be increased by the Department as deemed necessary, shall not be less than as follows:

A. Commercial General Liability (CGL) insurance, with a limit of not less than $1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the general aggregate limits shall be at least twice the "each occurrence" limit, and the products-completed operations aggregate limit shall be at least twice the "each occurrence" limit.

B. Employer's liability ("Stop Gap") insurance, and if necessary, commercial umbrella liability insurance with limits not less than $1,000,000 each accident for bodily injury by accident or $1,000,000 each employee for bodily injury by disease.

C. Business Auto Policy (BAP) insurance, and if necessary, commercial umbrella liability insurance with a limit of not less than $1,000,000 per accident, with such insurance covering liability arising out of "Any Auto."

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

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

Before using any rights granted herein, Contractor shall furnish the Department with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified above. Certificate(s) must reference the Contract number 1397 in the time required by Clause 1-13.
The Contractor shall provide the Department written notice before cancellation or non-renewal of any insurance referred to herein, as prescribed in statute (RCW Title 48).

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

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

2-05 **Safety Compliance**
Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Work.

A. During the Contract performance, Contractor shall protect the lives and health of employees performing the Work and other persons who may be affected by the Work and prevent damage to property at the Unit and adjacent property. Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property; shall protect from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

B. In an emergency affecting the safety or life of employees or adjoining property, Contractor is permitted to act to prevent threatened loss or injury. Within 24 hours of any emergency, Contractor shall notify the Compliance Forester. If directed by the Compliance Forester, within five (5) business days of any emergency. Contractor shall prepare an incident report and submit it to the Department’s Region manager within five (5) business days following an emergency if directed to do so by the Compliance Forester.

2-06 **Venue**
Disputes arising under this Contract shall be brought in the State of Washington and the venue shall be Thurston County.

2-07 **Dispute Resolution**
Before initiating any litigation over the terms of this Contract, the Contractor commits to the following process:

A. Any concerns or disputes which the Contractor has relating to this Contract shall first be brought to the attention of the Compliance Forester.

B. If the Compliance Forester is unable to resolve the dispute to the Contractor’s satisfaction, the Contractor will notify the Contract Manager in writing, with specificity, of his dispute. The Contract Manager will provide a written response within ten (10) business days.

C. If the Contractor is not satisfied with the Contract Manager’s response, he will notify the Region Manager in writing of his dispute. The Region Manager will review and set a meeting with the Contractor within fifteen (15) business days, unless the Contractor agrees to a longer period. After the meeting, the Region Manager will provide a written response.

2-08 **Subcontracting**
The Contractor shall not enter into any subcontract or assignment of this Contract.

2-09 **Nondiscrimination**
During the performance of this Contract, the Contractor shall comply with all federal and State nondiscrimination laws, regulations, and policies.
2-10 Contractor’s noncompliance
In the event of refusal to comply with any nondiscrimination law, regulation, or policy this Contract may be rescinded, canceled, or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Department. The Contractor shall be given a reasonable time to cure this noncompliance.

2-11 Pre-Work Conference
The Contractor shall attend a Pre-Work Conference before beginning Work. The Compliance Forester will notify the Contractor of the time and place of the Pre-Work Conference.

2-12 Purpose of the Pre-Work Conference
The purpose of the Pre-Work Conference is to document the following on the Pre-Work Conference form:

A. All required documentation as outlined in sections I and II of the contract have been received from the Contractor, such as insurance forms, prior to beginning Work on this Contract.

B. Name(s) and contact information for the Contractor and Designated Contract Representative(s), including all personnel authorized to sign unit completion forms and payment invoices.

C. Names(s) and contact information for the Contract Manager and Compliance Forester(s).

D. The Work plan of operations including the order and time frame in which Work will occur on individual units or groups of units within this Contract.

E. Time interval(s) at which units will be processed for payment.

F. Clarification of any unique requirements or conditions of the Work within this Contract prior to commencing Work.

2-13 Work Delay
Contractor shall promptly notify the Compliance Forester of any actual or anticipated event which is delaying or could delay the Work, including the expected duration of the delay, the anticipated effect of the delay on the schedule, and the action being or to be taken to correct the delay. The notification does not relieve Contractor of the obligation to complete the Work within the time required by this Contract.

2-14 Non-conformances with Work Schedule
If Contractor is not in conformance with the Work schedule for reasons other than acts of Force Majeure, Contractor shall bring its activities into conformance with the schedule or request the Compliance Forester to revise the Work schedule. The Compliance Forester may require a meeting to determine if a revision is necessary. In the event the Contractor stops Work or if the initial start-up is delayed for a period of one (1) week or more, a new Pre-Work Conference may be held.

2-15 Work Days
Work shall only proceed on regular Monday through Friday business days. Work on weekends or designated State holiday requires written permission from the Compliance Forester.

2-16 Breach of Contract
Nonperformance, unsatisfactory performance, or willful violation of Contract requirements by the Contractor shall constitute breach of contract and the Department may collect liquidated damages, terminate the contract with forfeiture of the performance and damage deposit, or declare breach of contract and make a claim for actual damages suffered by the Department. Any delay or failure of performance by the Department or Contractor, other than the payment of money, shall not constitute a breach if the cause was Force Majeure.
2-17 **Washington State Forest Fire Protection Requirements**
The Contractor and employees shall be familiar with the Washington State Forest Fire Protection Requirements and adhere to them. These requirements are found in: [Revised Code of Washington Chapter 76.04](http://example.com). 

2-18 **Fire Inspection**
The Department may inspect the Units for adherence to regulations and presence of fire tools. Any inspection by the Department shall not limit Contractor’s liability for failure to adhere to applicable regulations.

2-19 **Spark Arresters**
All spark emitting engines will be equipped with approved spark arresters. Spark arresters are approved by contractors demonstration to the Compliance Forester as to functionality and serviceability onsite, prior to use of the device. The lists adopted by the agency are from the National Wildfire Coordinating Group (NWCG). [NWCG approved spark arrestor lists](http://example.com).

2-19.1 **Extraordinary Slash Conditions**
If extraordinary slash conditions create an extreme fire hazard as determined by the Department, the Contractor may be required to take extraordinary measures to prevent and control fires during operations or for a reasonable period after operations. When required, these will be specifically set forth in an attachment to this contract.

2-20 **Open Fires**
The Contractor shall not build any open fires on the contract area without first obtaining written permission from the Compliance Forester.

2-21 **Prohibition from Removal of Merchantable Products**
Contractor is prohibited from removing merchantable or potentially merchantable products from the Units. A separate agreement with the Department is required for removal of Christmas trees, boughs, brush pickings, decorative shrubs or trees, firewood, poles, posts and other merchantable or potentially merchantable material.

2-22 **Garbage**
Contractor shall dispose of garbage brought onto State lands in garbage disposal areas meeting all State, county, and local requirements. Garbage includes equipment maintenance, abandoned equipment, containers, and other expended materials.

2-23 **Camping**
Contractor is prohibited from using or authorizing its employees to use non-designated State lands, landings, or roads for camping.
Section II-B: Specifications for the Activity

2-24 Precedence between Sections
Section II-B covers the general standards that apply over the whole contract. If a change is required on a site by site basis those differences will be outlined on the Unit Description Form (Section III-A). The site specific details found on the Unit Description Form should take precedence over these general guidelines when they exist.

2-25 Boundaries
A. The boundaries except for easily identified ground features have been plainly marked with colored plastic flagging.

B. Net acreage as indicated in the Unit Description was measured on the horizontal plane. Large openings, roads, and buffer zones have been deducted from the gross acreage and are designated on the unit map.

2-28 Leave Tree Selection
Selection of leave trees or crop trees will be made by the Contractor according to the specifications and terms found below and in the Unit Description Table attached hereto.

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

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

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

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

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

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

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

Priority 1. Free from visible infection.

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

Cut all trees exceeding the rating below:

<table>
<thead>
<tr>
<th>DBH Classes</th>
<th>Maximum Allowable Rating(^1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1&quot; - 2&quot;</td>
<td>0</td>
</tr>
<tr>
<td>3&quot; - 4&quot;</td>
<td>1</td>
</tr>
<tr>
<td>5&quot; - 6&quot;</td>
<td>2</td>
</tr>
<tr>
<td>7&quot; +</td>
<td>3</td>
</tr>
</tbody>
</table>

\(^1\)Significance of the rating is shown on plastic pocket card provided the Contractor when thinning in mistletoe.

2-34 Special Requirements

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

2-35 Trees to Be Cut

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

A. When thinning is done on a spacing basis, remove all surplus conifer trees more than four (4) feet in height. When thinning is done on a diameter limit basis, remove all surplus conifer trees more than one (1) inch in diameter two (2) feet above ground.

B. All red alder, bigleaf maple, cherry, and other hardwoods more than four (4) feet in height, growing within twenty (20) feet of a conifer crop tree shall be cut except that vine maple, elderberry and other low growing hardwoods need to be cut only when they seriously compete with the conifer crop trees by reason of height greater than 2/3 of the average conifer height. Hardwoods are not to be cut where their removal will create voids in the stand with dimensions greater than fifty (50) feet to side or where their removal will leave live streams unshaded.

C. All diseased, damaged, or deformed trees as described below are to be cut.

1. Trees with thin, ragged crowns of yellowing needles typical of *Phellinus* (*Poria*) *weirii* and *Armillaria mellea* infection.

2. Trees with scars or open wounds on the lower bole involving more than one-half (1/2) circumference of the bole.

3. Trees with more than twenty (20) degrees lean or trees with crook or sweep in the lower bole protruding outward from a straight line more than twelve (12) inches.

4. Trees with broken boles or girdling of the bole where only the lower part of the living crown remains.
5. Trees with double tops of forked trees when other more suitable trees are available.


7. Any white pine that exhibits traits of white pine blister rust, such as stem/bole cankers and red-flagged foliage, when other more suitable trees are available.

D. Damaged or deformed trees are not to be cut when their removal will create voids in the stand. Diseased trees infected with root rot or mistletoe as described above, under a and f, are always to be cut.

E. All Sitka spruce and white pine are to be cut whenever other healthy, well established conifers are available. Healthy Sitka spruce and white pine are not to be cut when their removal will create voids in the stand. Damaged, diseased, or weeviled trees of these species shall always be cut when other more desirable species can be left.

2-37 Mistletoe Control
On certain units designated on the Unit Description Table where Mistletoe Control is the objective, a tree-free corridor will be left to contain surrounding infections. When such corridors are to be cut, they will be shown on the unit map and marked on the ground. Cutting will be confined to the species infected with mistletoe. Other species will be left but thinned according to the normal spacing and/or diameter designated.

2-38 Progression of Daily Work
Contractor work shall progress in an orderly fashion to avoid accidentally leaving untreated areas, with workers regularly tying together treated areas. At the end of each work day, no islands of untreated areas shall be left within areas that have been treated.

2-39 Cut Trees
Trees will be cut below the lowest live limb and cut completely free of the stump. Cut trees must not be left "hung up" or leaning against crop trees. Stumps shall not exceed a twelve (12) inch height unless snow conditions prevent this. In no case shall stumps exceed an eighteen (18) inch height.

2-40 Streams
Trees felled into streams shall be removed and streams shall be left in their original state. Some streams will be protected and cutting will not be permitted within the specified area. These are marked out on the ground and designated on the unit map.

2-41 Fences and Improvements
Care should be taken not to damage fences and other improvements situated on or adjacent to the unit during the thinning operation as any such damage will be repaired at Contractor's expense. Trees adjacent to the fence are to be felled away from the fence and all slash falling on fence shall be removed and distributed back into the unit. Slash falling onto lands not owned by the State shall also be removed and distributed back into the unit.

2-42 Order of Selection of Leave Trees
The order of selection of leave or crop trees will be as follows:

A. Leave dominant and necessary co-dominate trees.
B. Maintain specified average number of trees per acre.

C. Maintain specified average spacing.

D. Select crop tree by species in the following order unless otherwise specified in the Unit Description Form:
   1) Douglas-fir
   2) Western red cedar
   3) Western hemlock
   4) Sitka spruce
   5) True fir

2-47 **Contractor shall furnish:**
The Contractor shall provide:

A. All Workers meeting the minimum crew size identified in Section III- Unit Description and discussed at the Pre-Work Conference;

B. Adequate crew supervision, including at least one qualified non-planting, English speaking foreperson per ten (10) person crew, unless otherwise allowed by the Compliance Forester. The foreperson must have one season (at least three (3) months) of tree planting experience. Documentation of a foreperson’s experience shall be provided to the Department upon request; and

C. Specific tool requirements are detailed in Section III-Unit Description.

A. All safety equipment.

B. Worker strength of not more than five (5) persons per foreperson in each crew.

C. All costs of operation and maintenance not specifically furnished by the Department under 3-52 below shall be borne by the Contractor.

D. All equipment and supplies for mechanical treatment.

E. Crew Strength Requirements (Pre-commercial Thinning)

2-55 **Department shall furnish:**

A. A Department Representative to acquaint the Contractor with each unit to be worked and to conduct periodic field inspections.

B. Boundary marking and access to the unit as reasonably necessary to complete the contract.

2-58 **Buffer Zone**
Slash or debris resulting from the pre-commercial thinning operation that occupies roads, ditches, and road banks or falls into a designated buffer zone, shall be removed by the Contractor and redistributed within the thinned area at the end of every day, or more often on well-traveled roads.

On certain units designated in the Unit Description Table, a buffer zone along certain roadways will be required for fire protection purposes. No trees will be cut in the buffer zone. Buffer zones will be shown on the unit map, when required, and will be either fifty (50) feet or one hundred (100) feet wide as specified in the Unit Description Table. Inasmuch as buffer zones are located along clearly defined roadways, no special markings will be provided on the ground. The Contractor is to measure out the correct width from the tree line at the edge of the road. Measurements are to be taken at right angles to the roadway and measured along the surface of
the ground.

2-61 Determination of Payment

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

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

2-62 Determination of Satisfactorily Completed Work

Satisfactorily completed work will be determined using the following criteria:

A. Circular plots 1/50th acre (16.7 foot radius, horizontal distance) will be established by the Department to check contract specifications compliance and as a basis for determining satisfactory quality.

B. A minimum of two (2) plots for each five (5) acres accomplished.

C. Acceptable spacing and number of trees per acre as specified in the Unit Description Table for the unit is based on the following Per Acre Zone of Acceptance:

<table>
<thead>
<tr>
<th>Spacing</th>
<th>Minimum</th>
<th>Average</th>
<th>Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>11' x 11'</td>
<td>330</td>
<td>360</td>
<td>380</td>
</tr>
<tr>
<td>12' x 12'</td>
<td>273</td>
<td>303</td>
<td>320</td>
</tr>
<tr>
<td>13' x 13'</td>
<td>228</td>
<td>258</td>
<td>278</td>
</tr>
<tr>
<td>14' x 14'</td>
<td>192</td>
<td>222</td>
<td>242</td>
</tr>
<tr>
<td>15' x 15'</td>
<td>164</td>
<td>194</td>
<td>214</td>
</tr>
<tr>
<td>16' x 16'</td>
<td>140</td>
<td>170</td>
<td>190</td>
</tr>
<tr>
<td>17' x 17'</td>
<td>121</td>
<td>151</td>
<td>171</td>
</tr>
<tr>
<td>18' x 18'</td>
<td>104</td>
<td>134</td>
<td>154</td>
</tr>
<tr>
<td>19' x 19'</td>
<td>100</td>
<td>121</td>
<td>140</td>
</tr>
<tr>
<td>20' x 20'</td>
<td>90</td>
<td>109</td>
<td>120</td>
</tr>
</tbody>
</table>
D. The required number of "crop trees" per acre must fall between the maximum and minimum as listed in the Per Acre Zone of Acceptance and as specified by spacing in the Unit Description Table. Crop trees not meeting these specifications is unsatisfactory work.

2-71 Unsatisfactory Work Compliance
The Department Representative will inspect the contract work to determine if treatment is satisfactory. The Contractor will be notified of any unsatisfactory unit(s) or parts thereof.

A. Removal of crop trees or poor selections of crop trees for any reason is defined as stand damage.

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

<table>
<thead>
<tr>
<th>Spacing (ft.)</th>
<th>Maximum Treeless Space Permitted (ft.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>11' x 11'</td>
<td>22' x 22'</td>
</tr>
<tr>
<td>12' x 12'</td>
<td>24' x 24'</td>
</tr>
<tr>
<td>13' x 13'</td>
<td>26' x 26'</td>
</tr>
<tr>
<td>14' x 14'</td>
<td>28' x 28'</td>
</tr>
</tbody>
</table>

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

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

2-76 Payment shall be made as follows:
Payment may be made by the month, unit or by one total payment. Details of payment schedule will be determined in the pre-work conference. The Department will attempt to comply with the desires and needs of the Contractor but assumes no legal duty or obligations to adhere to the schedule of payments so arranged.
Partial payment

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

A. Contractor or contract representative and the Department Representative shall sign the Contractor's Billing Invoice and Compliance Report form at the conclusion of work on each unit. Final payment will not be made to the Contractor unless the Contractor's Billing Invoice and Compliance Report form are signed by the Contractor or contract representative and the Department Representative, and "final" payment is designated thereon.

B. If a unit's contract acreage is disputed the Contractor may upon completion of the unit request a verification traverse by the Department; the request must be in writing and signed by the Contractor. The Department will pay the Contractor based on acres determined from the verification traverse. If the verification traverse indicates the net acres specified in the Unit Description are correct within plus or minus five percent (5%) the Contractor shall pay the cost of the verification traverse at a rate of ten dollars ($10.00) per one hundred (100) feet of traversed boundary.

C. Ten percent (10%) of all payments due Contractors who employ workers shall be retained by DNR as security for L&I industrial insurance premiums owed for their workers. Upon determination that the Contractor has met all financial obligations for industrial insurance premiums related to the Item(s) of this Contract, the 10% retainage will be returned to the Contractor. DNR will return this retainage approximately 45 days following close of the quarter in which the work was completed. However, if the Contractor notifies DNR in writing that they have paid all L&I premiums associated with the Item(s) of this Contract, DNR will, upon determination that the Contractor has met all financial obligations for industrial insurance premiums related to the Item(s) of this Contract, work diligently to return the retainage as soon as practical.

Liquidated damages

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

<table>
<thead>
<tr>
<th></th>
<th>High Site (S.I. 110+)</th>
<th>Low Site (S.I. 110 and below)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lost Growth Value per acre per season*</td>
<td>$10/Ac/Yr</td>
<td>$5/Ac/Yr</td>
</tr>
<tr>
<td></td>
<td>$1.43/Ac/Mo</td>
<td>$0.71/Ac/Mo</td>
</tr>
</tbody>
</table>

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

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

<table>
<thead>
<tr>
<th>UNIT NUMBER</th>
<th>LOCAL UNIT</th>
<th>TRUST</th>
<th>LEGAL</th>
<th>FMU NAME</th>
<th>ACRES</th>
<th>UNIT SPECIFIC SPECIAL REQUIREMENTS</th>
<th>CLOSEST HOSPITAL</th>
<th>FIRE ZONE</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>NW-1</td>
<td>DEMING</td>
<td>01,03</td>
<td>T40N R05E S26</td>
<td>RED BLOWDOWN</td>
<td>10</td>
<td>12' X 12' spacing</td>
<td>1</td>
<td>656</td>
<td></td>
</tr>
<tr>
<td>NW-2</td>
<td>DEMING</td>
<td>03</td>
<td>T38N R06E S21</td>
<td>WIERDNESS</td>
<td>28</td>
<td>12' X 12' spacing</td>
<td>1</td>
<td>656</td>
<td></td>
</tr>
<tr>
<td>NW-3</td>
<td>DEMING</td>
<td>03</td>
<td>T38N R06E S22, 27</td>
<td>SMOKE POLE B</td>
<td>29</td>
<td>12' X 12' spacing</td>
<td>1</td>
<td>658</td>
<td></td>
</tr>
<tr>
<td>NW-4</td>
<td>DEMING</td>
<td>03</td>
<td>T38N R06E S22</td>
<td>DEANS DREAM</td>
<td>13</td>
<td>12' X 12' spacing</td>
<td>1</td>
<td>658</td>
<td></td>
</tr>
<tr>
<td>NW-5</td>
<td>HAMILTON</td>
<td>03</td>
<td>T38N R06E S25, 26</td>
<td>BERGSCHRUM 4</td>
<td>42</td>
<td>12' X 12' spacing</td>
<td>1</td>
<td>658</td>
<td></td>
</tr>
<tr>
<td>NW-6</td>
<td>HAMILTON</td>
<td>01</td>
<td>T38N R05E S33</td>
<td>DIKE SWITCHBACK</td>
<td>22</td>
<td>12' X 12' spacing</td>
<td>2</td>
<td>656</td>
<td></td>
</tr>
<tr>
<td>NW-7</td>
<td>HAMILTON</td>
<td>01</td>
<td>T38N R05E S33, 34</td>
<td>DIKE T</td>
<td>54</td>
<td>12' X 12' spacing</td>
<td>2</td>
<td>656</td>
<td></td>
</tr>
<tr>
<td>NW-8</td>
<td>HAMILTON</td>
<td>01</td>
<td>T38N R05E S21, 27, 28</td>
<td>DIKE TEARDROP</td>
<td>76</td>
<td>12' X 12' spacing</td>
<td>2</td>
<td>656</td>
<td></td>
</tr>
<tr>
<td>NW-9</td>
<td>HAMILTON</td>
<td>01</td>
<td>T38N R05E S22, 27</td>
<td>DIKE HALFWAY</td>
<td>77</td>
<td>12' X 12' spacing</td>
<td>2</td>
<td>656</td>
<td></td>
</tr>
<tr>
<td>NW-10</td>
<td>HAMILTON</td>
<td>01</td>
<td>T38N R05E S22</td>
<td>INBETWEEN DIKE</td>
<td>28</td>
<td>12' X 12' spacing</td>
<td>2</td>
<td>656</td>
<td></td>
</tr>
<tr>
<td>NW-11</td>
<td>HAMILTON</td>
<td>03,01</td>
<td>T38N R05E S21, 22</td>
<td>DIKE DUTCHMAN</td>
<td>64</td>
<td>12' X 12' spacing</td>
<td>2</td>
<td>656</td>
<td></td>
</tr>
<tr>
<td>NW-12</td>
<td>HAMILTON</td>
<td>01,03</td>
<td>T38N R05E S16, 21</td>
<td>1500 FLATTOP 2</td>
<td>52</td>
<td>12' X 12' spacing</td>
<td>2</td>
<td>656</td>
<td></td>
</tr>
<tr>
<td>NW-13</td>
<td>HAMILTON</td>
<td>03</td>
<td>T38N R05E S16</td>
<td>MACHINE 4</td>
<td>29</td>
<td>12' X 12' spacing</td>
<td>2</td>
<td>656</td>
<td></td>
</tr>
<tr>
<td>NW-14</td>
<td>HAMILTON</td>
<td>03,07,01</td>
<td>T38N R04E S36</td>
<td>TURK II UNIT</td>
<td>48</td>
<td>12' X 12' spacing</td>
<td>2</td>
<td>656</td>
<td></td>
</tr>
<tr>
<td>NW-15</td>
<td>HAMILTON</td>
<td>01</td>
<td>T36N R06E S34, 35</td>
<td>LOST LIEG</td>
<td>64</td>
<td>12' X 12' spacing</td>
<td>2</td>
<td>658</td>
<td></td>
</tr>
<tr>
<td>NW-16</td>
<td>HAMILTON</td>
<td>01,03</td>
<td>T36N R06E S27, 28</td>
<td>RIPPLED 1</td>
<td>75</td>
<td>12' X 12' spacing</td>
<td>2</td>
<td>658</td>
<td></td>
</tr>
<tr>
<td>NW-17</td>
<td>HAMILTON</td>
<td>01</td>
<td>8N R06E S1, T35N R07E S6, T36N R07E S</td>
<td>SWEET PEA</td>
<td>76</td>
<td>12' X 12' spacing</td>
<td>2</td>
<td>658</td>
<td></td>
</tr>
<tr>
<td>NW-18</td>
<td>HAMILTON</td>
<td>01</td>
<td>T36N R07E S30, 31</td>
<td>MID JOSEPHINE</td>
<td>93</td>
<td>12' X 12' spacing</td>
<td>2</td>
<td>658</td>
<td></td>
</tr>
</tbody>
</table>

**Total Acres** 880

Contract period is from February 25, 2013 to June 14, 2013

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

HOSPITAL INFORMATION:

1. St. Joseph Hospital, 2901 Squalicum Parkway, Bellingham, Wa. Ph: (360) 734-5400
2. United General Hospital: 1971 Highway 20, Sedro Woolley, WA. 98284 Ph: 360-856-6021
3. Skagit Valley Medical Center, 1415 E Kincaid St, Mt. Vernon 360-424-8111
4. Cascade Valley Hospital, 330 S Stillaguamish Ave, Arlington 360-435-2133
5. Cascade Valley Clinic, 1190 Riddle, Darrington, Wa. Ph:360-436-1055
6. Providence General Hospital, 14th and Colby Ave, Everett 425-261-2000
SECTION III-B

UNIT MAPS
Directions: From Kendall travel east 1.8 miles to the RM-ML. Turn left onto the RM-ML and travel 1.9 miles to the RM-19. Turn left onto the RM-19 and travel 0.4 miles to the unit.
UNIT MAP
Pre-commercial Thinning

Invitation to Bid No. 1397
UNIT NAME: WEIRDNESS
FMU ID: 12574
TRUST: 03
ACRES: 28
REGION: NORTHWEST
LOCAL: DEMING
COUNTY: WATCOM

T38N-R06E S 21
FIRE SHUTDOWN ZONE: 656

Scale 1:12,000

Directions: From the intersection of Mosquito Lake Rd and Hwy 542 travel South 4.5 miles on Mosquito Lake Rd, turn left on to the MF-ML. Travel along the MF-ML 5.0 miles to the unit on the left.
UNIT MAP
Pre-commercial Thinning

Invitation to Bid No. 1397
UNIT NAME: SMOKE POLE B
FMU ID: 22436
TRUST: 03
ACRES: 29
REGION: NORTHWEST
LOCAL: DEMING
COUNTY: WATCOM

T38N-R06E S 22, 27
FIRE SHUTDOWN ZONE: 658

UNIT No. NW-3

Directions: From the intersection of HWY 542 and the Mosquito Lake Rd. travel South 4.5 miles to the MF-ML. Turn left onto the MF-ML and travel 6.4 miles to the unit on the right.
UNIT MAP
Pre-commercial Thinning

Invitation to Bid No. 1397                                           Unit No. NW-4
UNIT NAME: DEANS DREAM                                           T38N-R06E S 22
FMU ID: 12577                                                    FIRE SHUTDOWN ZONE: 658
TRUST: 03                                                        DNR timber
ACRES: 13                                                        Scale 1:12,000
REGION: NORTHWEST
LOCAL: DEMING
COUNTY: WATCOM

Directions: From the intersection of HWY 542 and the Mosquito Lake Rd travel South on Mosquito Lake Rd 4.5 miles to MF-ML. Turn left and travel 6.4 miles to W-1000. Turn left onto the W-1000 and travel 1.1 miles, unit will be on the left side of the road.
UNIT MAP
Pre-commercial Thinning

Invitation to Bid No. 1397
UNIT NAME: BERGSCHRUM 4
FMU ID: 22587
TRUST: 03
ACRES: 40
REGION: NORTHWEST
LOCAL: HAMILTON
COUNTY: WATCOM

T38N-R06E S 25, 26

Directions: From the intersection of Mosquito Lake Road and HWY 542, travel South on Mosquito Lake Road 4.5 miles to MF-ML. Turn right and travel 4.9 miles to the JP-3000. Turn right onto the JP-3000, to cross the middle fork Nooksack River, and travel 1.1 miles to the JP-3010. Turn left onto the JP-3010 and travel 2.9 miles to the unit.

Scale 1:12,000
UNIT MAP
Pre-commercial Thinning

Invitation to Bid No. 1397
UNIT NAME: DIKE SWITCHBACK
FMU ID: 12522
TRUST: 01
ACRES: 22
REGION: NORTHWEST
LOCAL: HAMILTON
COUNTY: WATCOM

Unit No. NW-6
T38N R05E S 33
FIRE SHUTDOWN ZONE: 656

Directions: From Acme, travel 1.8 miles up the Mosquito Lake Road and turn left on to the N-1000 road. Travel 1.9 miles up the N-1000 road to the beginning of the unit.
UNIT MAP
Pre-commercial Thinning

Invitation to Bid No. 1397
UNIT NAME: DIKE T
FMU ID: 12537
TRUST: 01
ACRES: 54
REGION: NORTHWEST
LOCAL: HAMILTON
COUNTY: WATCOM

Unit No. NW-7
T38N-R05E S 33, 34
FIRE SHUTDOWN ZONE: 656

Directions: From Acme, travel 1.8 miles up the Mosquito Lake Road and turn left on to the N-1000 road. Travel 3.7 miles up the N-1000 road to the beginning of the unit.
UNIT MAP
Pre-commercial Thinning

Invitation to Bid No. 1397
UNIT NAME: DIKE TEAR DROP
FMU ID: 12528
TRUST: 01
ACRES: 76
REGION: NORTHWEST
LOCAL: HAMILTON
COUNTY: WATCOM

Unit No. NW-8
T38N-R05E S 21, 27, 28
FIRE SHUTDOWN ZONE: 656

Directions: From Acme, travel 1.8 miles up the Mosquito Lake Road and turn left on to the N-1000 road. Travel 2.1 miles up the N-1000 road and turn left on to the N-1200 road. Travel 0.8 miles and you are back on the N-1000 road and the unit is on the right hand side of the road.
UNIT MAP
Pre-commercial Thinning

Invitation to Bid No. 1397
UNIT NAME: DIKE HALFWAY
UNIT No. NW-9
FMU ID: 12505
REGION: NORTHWEST
TRUST: 01
LOCAL: HAMILTON
COUNTY: WATCOM
ACRES: 77

FIRE SHUTDOWN ZONE: 656

Directions: From Acme, travel 1.8 miles up the Mosquito Lake Road and turn left on to the N-1000 road. Travel 2.1 miles up the N-1000 road and turn left on to the N-1200 road. Travel 0.8 miles and you are back on the N-1000 road. Travel 0.8 mile turn right on to the N-1600 road and the beginning of the unit.
UNIT MAP
Pre-commercial Thinning

Invitation to Bid No. 1397
UNIT NAME: IN BETWEEN DIKE
FMU ID: 12521
TRUST: 01
ACRES: 28
REGION: NORTHWEST
LOCAL: HAMILTON
COUNTY: WATCOM

T38N-R05E S 22
FIRE SHUTDOWN ZONE: 656

Directions: From Acme, travel 1.8 miles up the Mosquito Lake Road and turn left on to the N-1000 road. Travel 2.1 miles up the N-1000 rd and turn left on to the N-1200 rd. Travel 0.8 miles and you are back on the N-1000 road. Travel 0.8 miles, turn right on to the N-1600. Travel 0.25 miles and go straight onto the N-1620. Travel 0.1 miles, turn left and you are at the beginning of the unit.
UNIT MAP
Pre-commercial Thinning

Invitation to Bid No. 1397
UNIT NAME: DIKE DUTCHMAN
FMU ID: 12514
TRUST: 01, 03
ACRES: 64

UNIT NO. NW-11
REGION: NORTHWEST
LOCAL: HAMILTON
COUNTY: WATCOM

T38N-R05E S 21, 22
FIRE SHUTDOWN ZONE: 656

Directions: From Acme, travel 1.8 miles up the Mosquito Lake Road and turn left on to the N-1000 road. Travel 2.1 miles up the N-1000 road and turn left on to the N-1200 road. Travel 0.8 miles and you are back on the N-1000 road. Travel 0.8 mile turn left, cross over the bridge unit begins on left side of the road.
UNIT MAP
Pre-commercial Thinning

Invitation to Bid No. 1397
UNIT NAME: 1500 FLAT TOP 2
FMU ID: 12504
TRUST: 01, 03
ACRES: 52

REGION: NORTHWEST
LOCAL: HAMILTON
COUNTY: WATCOM

UNIT No. NW-12
T38N-R05E S 16, 21
FIRE SHUTDOWN ZONE: 656

Directions: From Acme, travel 1.8 miles up the Mosquito Lake Road and turn left on to the N-1000 road. Travel 2.1 miles up the N-1000 road and turn left on to the N-1200 road. Travel 0.8 miles and you are back on the N-1000 road. Travel 0.8 miles turn left, cross over the bridge, travel 0.2 miles, veer left on to the N-1500 road. Travel 0.25 miles to the south end of the unit.
UNIT MAP
Pre-commercial Thinning

Invitation to Bid No.1397

UNIT NAME: MACHINE 4
FMU ID: 15720
TRUST: 03
ACRES: 29

REGION: NORTHWEST
LOCAL: HAMILTON
COUNTY: WATCOM

T38N-R05E S16
FIRE SHUTDOWN ZONE: 656

Directions: From HWY 9, travel east on Mosquito Lake Rd. for 1.8 miles. Turn left onto the N-1000 Rd. Travel 2.1 miles. Turn left onto the N-1200 Rd. Travel 0.8 miles. Turn left onto the N-1000 Rd.. Travel 1.2 miles. Turn left onto the N-1500 Rd.. Continue 1.2 miles to the unit.
UNIT MAP
Pre-commercial Thinning

Invitation to Bid No.1397

UNIT NAME: TURK II UNIT 1
FMU ID: 12497
TRUST: 01,03,07
ACRES: 48

REGION: NORTHWEST
LOCAL: HAMILTON
COUNTY: WHATCOM

T38N-R04E S36
FIRE SHUTDOWN ZONE: 656

From HWY 9, travel west on the Turkington Rd. for 1.6 miles. Pass through gate and continue onto the T-1000 Rd. Travel 0.6 miles. Veer left at the Y to continue onto the T-1000 Rd. Travel 1.5 miles to the unit.
From HWY 20, east of Lyman, turn left on to Cabin Creek Rd. Travel for 0.3 miles. Turn right on to Hamilton - Cemetery road. Travel for 0.4 miles. Turn left onto the Medford Rd. Travel 1.1 miles. Take a left onto the MD-ML. Travel 2.0 miles. Turn left onto MJ-ML Rd. Travel 0.9 miles to the unit.
UNIT MAP
Pre-commercial Thinning

UNIT NAME: RIPPLED 1
FMU ID: 17172
TRUST: 01
ACRES: 75

REGION: NORTHWEST
LOCAL: HAMILTON
COUNTY: SKAGIT

T36N-R06E S 27, 28
MD-34
MD-2807
MJ-ML
HO-2900
Plantation

Stream Buffer

Directions: From the intersection of Hwy 9 and Hwy 20 in Sedro Woolley, travel 10 miles east on Hwy 20 and turn left on to Cabin Creek road. Travel 0.3 miles and turn right on to the Hamilton Cemetery road. Travel 0.4 mile and turn left on to the Medford road. Travel 1.1 miles and turn left on to the MD-ML. Travel 2.0 miles and turn left on to the MJ-ML. Travel 2.2 miles and turn left on to the MJ-28. Continue 0.1 miles to the unit.

Washington State Department of Natural Resources - Pre-Commercial Thinning Contract - Contract # 1397 Page 37
UNIT MAP
Pre-commercial Thinning

Invitation to Bid No. 1397
UNIT NAME: SWEET PEA
FMU ID: 12078
TRUST: 01
ACRES: 76

UNIT No. NW-17
REGION: NORTHWEST
LOCAL: HAMILTON
COUNTY: SKAGIT

T35N-R06E S1
T35N-R07E S6
T36N-R07E S31
FIRE SHUTDOWN ZONE: 656

From HWY 20, east of Lyman, turn left on to Cabin Creek Rd. Travel for 0.3 miles and turn right on to Hamilton Cemetery Road. Travel for 0.4 miles. Turn left onto the Medford Rd. Travel 1.1 miles. Take a right onto the AC-ML Rd. Continue 1.7 miles to the unit.
From the intersection of Hwy 9 and Hwy 20 in Sedro Woolley, travel 10 miles east on Hwy 20 and turn left on to Cabin Creek road. Travel 0.3 miles and turn right on to the Hamilton Cemetery road. Travel for 0.4 miles. Turn left onto the Medford Rd.. Travel 1.1 miles. Turn right onto AC-ML Rd.. Travel 3.3 miles. Take a sharp right and continue on the AC-ML for 0.9 miles. Turn left onto a spur road and travel 0.4 mile to the unit.
SECTION III-C

VICINITY MAPS
VICINITY MAP

- Treatment Unit
- Active Road
- Gates
- DNR-Managed Lands
- Closed Road
- Rockpits
SECTION IV: BID FORM

CONTRACT NUMBER 1397

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 1397.

<table>
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<th>Unit No.</th>
<th>Unit Acres</th>
<th>Unit Bid Price (Per Acre)</th>
<th>Unit Total</th>
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</table>

Contract Acres: 880  Contract Price: ____________________________

Bidder’s Name and Address:

Signature:__________________________________________
Title:____________________________________________
Company:__________________________________________

Note: Detach and return this Section as per Invitation to Bid.
SECTION V
OFFER and CONTRACT AWARD

SOLICITATION TO 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 1397. Submittal of this document with authorized signature constitutes complete understanding of all terms and conditions. And further, submittal of this document constitutes acceptance of and 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)

__________________________
(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.)

NOTE: Detach and return this form per instructions to bidders page 2 of contract.