INVITATION TO BID:
TREE PLANTING & VEXAR TUBING INSTALLATION
CONTRACT

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

The contract is attached to this invitation.

<table>
<thead>
<tr>
<th>Contract #</th>
<th># Acres</th>
<th># Units</th>
<th># Vexar Tubes</th>
<th>Location</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>1462</td>
<td>899</td>
<td>26</td>
<td>225</td>
<td>See Unit Maps</td>
<td>Lewis &amp; St. Helens Districts</td>
</tr>
</tbody>
</table>

BID PROCEDURES

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

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

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

Bids will be accepted until 2:00 P.M. Pacific Time on December 3, 2013.

Bid Contents
Each bid shall include all five of the following items:

1) Bid Form (Section III-A of the contract),
2) Contractor’s Declaration of Industrial Insurance Status (Section III-B of the contract);
3) Solicitation to Offer (Section III-C of the contract);
4) Photocopy of Washington State Farm Labor Contractors License; and
5) Bid deposit
All documents must be legible and properly completed.

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

   Addressed to: Eric Wisch, Pacific Cascade Region Manager
               Attn: Chris Rasor
               Washington State Department of Natural Resources
               P.O. Box 280, Castle Rock, WA 98611

   Upper left corner: Bidder’s Name
                     Bidder's Address

   Lower left corner: Tree Planting – “Sealed Bid”
                     Invitation to Bid on Contract Number: 1462

**Bid Form Requirements**

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

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

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

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

**Offer to Contract**

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

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

**Bid Deposit**

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

The bid deposit must be in the form of certified check made payable to the Washington State Department of Natural Resources and include a reference to the contract number 1462. The bid deposit must be delivered to the DNR's Region Office with the delivery of the bid.

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

After DNR and the lowest responsible bidder sign the contract, bid deposits will be returned to all unsuccessful bidders. In the event the bidder rejects award of any contract included in this Invitation to Bid, the bidder will forfeit the bid deposit.
Bidder Insurance
All insurance and surety bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best’s Reports. Any exception shall be reviewed and approved by DNR’s risk manager before the contract is accepted. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

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

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

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

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

Any bidder who, within the last two years of the start date of this contract, has had unsatisfactory performance resulting in the termination of a DNR silviculture contract, will not be considered a responsible bidder unless the bidder provides government or forest industry references demonstrating acceptable performance on at least one contract with a minimum of 800 acres of tree planting since the time of the aforementioned termination. DNR reserves the right to contact references and make its own judgment regarding their reliability. DNR will review situations on a case-by-case basis, and encourages interested bidders to contact DNR with any questions before the specified bid opening.

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

Conditions on Award
Within ten (10) business days after the bidder receives their award letter, the DNR must receive the performance and damage deposit and insurance certificate at the DNR’s Region Office. The Contract Manager specified in the contract may extend this time upon written request.
If the bidder fails to submit the above items within the time specified, the DNR may consider the contract award rejected, in which case the bidder will forfeit the bid deposit.

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

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

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

**Special Remarks**

**Special Notes regarding this contract:**

1. Three (3) units (RR_ELECTRIC CONV U1, Unit #20, RR_ELECTRIC CONV U2, Unit #21, RR_ELECTRIC CONV U3, Unit #22,) requires 225 vexar tubes to be installed by the contractor to protect western redcedar seedlings per specifications found in the unit description of the contract.
2. Materials will be provided by the DNR.
3. Contractor will be responsible for transportation of materials from the tree cooler and all installation labor.
4. The price of the vexar tubing installation is represented by a separate line on the bid sheet for the applicable unit to be filled in by the contractor with the original bid. This will establish the payment rate for the tubing installations successfully completed to contract specifications.
5. Seedlings for Western Panhandle U1 will be transported by helicopter at the expense of the Department per the specifications in the Unit Description. During the pre-work meeting a plan of operations will be written to document the location and timing of the drops for these seedlings. Contractor shall be available for planting on this unit within 48 hours’ notice and once seedlings are delivered to the unit by helicopter shall provide adequate crew strength to plant all seedlings within 48 hours. All seedlings must be covered by a reflective tree tarp by the contractor within 24 hours of delivery by the helicopter to prevent seedling damage.
6. Minimum crew size is 10 planters on each contract unit. If more than 14 planters are working on the contract at one time, than a second English speaking, non-planting crew supervisor shall be provided by the contractor to supervise the crew.
7. Seedlings cooler locations can be found within the unit description. Vexar tubing, bamboo, zip ties will be staged at the tree cooler locations.
8. Preview maps detailing access roads, a temporary Discover Pass, and key may be picked up at the Pacific Cascade Region Office in Castle Rock.

Questions pertaining to this Invitation to Bid can be answered by contacting Chris Rasor, Pacific Cascade Region Office at (Cell) 360.880.8288 or (Office) 360.575.5058. Oral explanations, interpretation, or instructions given before the award will not be binding.
Pacific Cascade Region

Contract Number 1462

Contract Digest:
TREE PLANTING & VEXAR TUBING

- Definitions

SECTION I – CONTRACT CLAUSES

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

SECTION II – MAPS AND UNIT INFORMATION

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

SECTION III – FORMS FOR BIDDER TO COMPLETE

A. Bid Form
B. Contractor’s Declaration of Industrial Insurance Status
C. Solicitation to Offer
DEFINITIONS

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

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

C. ‘Contractor’ means the legal business entity engaged with DNR to complete the terms of this contract.

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

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

F. ‘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.

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

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

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

J. ‘Seedlings’ are young trees that are either supplied by DNR, or which are already growing within Units.

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

L. ‘Unit Bid Price’ is the rate per acre, or per 1000 Seedlings, written in the Unit Bid Price column of the Bid Form (Section III-A).

M. ‘Unit Total’ is the total amount (in dollars) that Contractor agrees to be paid for each Unit, written in the Unit Total column of the Bid Form (Section III-A).
N. ‘Work’ includes all activities performed by Contractor from the time Contractor picks up Seedlings from storage to the time when Seedlings have been planted in the Unit(s).

O. ‘Work Schedule’ means the approved order and timeline for how the requirements of this contract, including Work on individual Units or groups of Units, will be fulfilled by the Contractor.
SECTION I-A: GENERAL PROVISIONS

A-01 Contractor's Warranty
Contractor warrants that it has had an opportunity to fully inspect the contract area and enters this contract based upon its own judgment of the costs of performing the Work, formed after its own examination and inspection. Contractor also warrants to DNR that it enters this contract without any reliance upon the Seedling estimates, acreage, pre-bid documentation, or any other representation by DNR, including but not limited to:

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

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

A-02 Modifications
Waivers, modifications, or amendments of the terms of this contract must be in writing signed by Contractor and DNR to become effective.

A-03 Contract Complete
This contract is the final expression of the parties’ agreement. There are no understandings, agreements, or representations, expressed or implied, which are not specified in this contract.

A-05 Scope of DNR Advice
No advice by any agent, employee, or representative of DNR regarding the method or manner of performing shall constitute a representation or warranty that said method, manner or result thereof will conform to the contract or be suitable for Contractor's purposes under the contract. Contractor's reliance on any DNR advice regarding the method or manner of performance shall not relieve Contractor of any risk or obligation under the contract. Contractor retains the final responsibility for its operations under this contract and DNR shall not be liable for any injuries resulting from Contractor's reliance on any DNR advice regarding the method or manner of performance.

A-06 Performance Security
Contractor agrees to furnish, within ten (10) business days of receipt of the award letter, security in the amount of 10%. The security shall be in the form of certified check or cashiers’ check made payable to the Washington State Department of Natural Resources, an irrevocable letter of credit, or a savings account assignment. A letter of credit must comply with Title 62A RCW, Article 5. This security guarantees performance of this contract and payment of any damages.
resulting from Contractor’s noncompliance with any contract provisions, negligent or imprudent actions, or the law. Performance security must remain in full force over the duration of the contract. In the event DNR needs to utilize the security, Contractor may be required to replace the portion(s) utilized within five (5) business days of receiving written notice from DNR. Contractor shall not operate unless the performance security has been accepted by DNR. If at any time DNR decides that the security document or amount has become unsatisfactory, Contractor agrees to suspend operations and, within 30 days of notification, to replace the security with one acceptable to DNR or to supplement the amount of the existing security.

A-07 Contract Modification or Cancellation
The Region Manager reserves the right to modify or cancel this contract in part or whole without cause. Contractor shall be paid only for Work performed satisfactorily prior to cancellation of the contract.

A-08 Attachments
The following attached documents are hereby incorporated by reference:

A. Work Plan Schedule
B. Pre-Work Conference Form

A-09 Compliance with all Laws
Contractor shall comply with all laws and regulations of the United States, State of Washington, and counties where the Work is located. Contractor will make any payments, contributions, remittances, and reports or statements required under those laws.

A-10 Licenses and Permits
Contractor shall, without additional expense to DNR, obtain all required licenses and permits necessary for executing the contract.

A-11 Indemnity
To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless DNR and all officials, agents and employees of DNR, from and against all claims arising out of or resulting from the performance of the contract. "Claim" as used in this contract means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Contractor’s obligations to indemnify defend, and hold harmless includes any claim by Contractor’s agents, workers, or representatives. Contractor expressly agrees to indemnify, defend, and hold harmless DNR for any claim arising out of or incident to Contractor’s performance or failure to perform the contract. Contractor’s obligation to indemnify, defend, and hold harmless DNR shall not be eliminated or reduced by any actual or alleged concurrent negligence of DNR or its agents, agencies, employees and officials. Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless DNR and its agencies, officials, agents or employees.

A-12 Insurance
Contractor shall, at all times during the term of this contract at its cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in the termination of the contract at DNR’s option.
All insurance and surety bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best’s Reports. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

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

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

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

Before starting work, Contractor shall furnish DNR with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified and, if requested, copies of policies to DNR. The certificate of insurance shall reference the State of Washington, Department of Natural Resources, and the contract number 1462.

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

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

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

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

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

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

**A. Commercial General Liability (CGL) Insurance:** Contractor shall maintain general liability (CGL) insurance covering claims for bodily injury, personal injury, or property damage arising on the property and/or out of Contractor’s operations and, if necessary, commercial umbrella insurance with a limit of not less than $1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the “each occurrence” limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the “each occurrence” limit.
CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability arising out of premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract), and contain separation of insured (cross liability) condition.

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

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

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

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

A-13 **Safety Compliance**

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

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

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

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

A-14 Venue
Disputes arising under this contract shall be brought in the State of Washington and the venue shall be Thurston County.

A-15 Dispute Resolution
Before initiating any litigation over the terms of this contract, Contractor commits to the following process:

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

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

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

A-16 Subcontracting
Contractor shall not enter into any subcontract or assignment of this contract.

A-17 Nondiscrimination
During the performance of this contract, Contractor shall comply with all federal and state nondiscrimination laws, regulations, and policies.

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

A-18 Pre-Work Conference
Contractor shall attend a Pre-Work Conference before beginning Work. The Compliance Forester will notify Contractor of the time and place of the Pre-Work Conference.

A-19 Purpose of the Pre-Work Conference
The purpose of the Pre-Work Conference is for DNR and Contractor to agree upon and document the following on the Pre-Work Conference Form:

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

B. Names(s) and contact information for the Contract Manager and Compliance Forester(s);
C. The Work Schedule for this contract;

D. Time interval(s) at which Units will be processed for payment; and

E. Clarification of any unique requirements or conditions of the Work within this contract prior to commencing Work.

A-20 Work Delay
Contractor shall promptly notify the Compliance Forester of any actual or anticipated event which is delaying or could delay the Work, including the expected duration of the delay, the anticipated effect of the delay on the schedule, and the action being or to be taken to get back on schedule. The notification does not relieve Contractor of its obligation to complete the Work within the time required by this contract.

A-21 Non-conformances with Work Schedule
If Contractor is not in conformance with the Work Schedule for reasons other than acts of Force Majeure, Contractor shall bring its activities into conformance with the schedule or request the Compliance Forester to revise the schedule to reconcile with the actual progress of the Work. The Compliance Forester may require a meeting prior to granting a revision. A revision to the Work Schedule for one Unit shall not change the timing for any other Unit unless expressly authorized. In the event the Contractor stops Work or if the initial start-up is delayed for a period of one (1) week or more, a new Pre-Work Conference may be required.

A-22 Work Days
Work shall only proceed on regular Monday through Friday work days. Work on weekends or on designated State holidays requires written permission from the Compliance Forester.

A-23 Breach of Contract
Contractor’s unsatisfactory performance of contract requirements shall constitute breach of contract. DNR may require reworking of portions of Unit(s), or withhold funds from the performance security.

A-24 Default of Contract
Contractor’s breach of contract or failure to comply with the Work Schedule may lead to default of contract. If DNR determines that the contract is in default, it may exercise its right to terminate the contract, with forfeiture of performance security, and/or make a claim for damages.

A-25 Washington State Forest Fire Protection Requirements
Contractor and workers shall be familiar with the Washington State Forest Fire Protection Requirements and adhere to them. These requirements are found in: Revised Code of Washington Chapter 76.04

A-26 Inspection
DNR may inspect the Units for adherence to regulations and presence of fire tools. Any inspections by DNR shall not limit Contractor’s liability for failure to adhere to applicable regulations.

A-27 Spark Arresters
All of Contractor’s spark emitting engines will be equipped with spark arresters.
A-28 Open Fires
Contractor shall not build any open fires at any time of the year in the contract area without first obtaining written permission from the Compliance Forester.

A-29 Removal of Merchantable Products
Contractor is prohibited from removing merchantable or potentially merchantable products from the Units. A separate agreement or contract with DNR is required for removal of Christmas trees, boughs, brush pickings, decorative shrubs or trees, firewood, poles, posts and other merchantable or potentially merchantable material.

A-30 Garbage
Contractor shall dispose of garbage brought onto DNR lands in garbage disposal areas meeting all state, county, and local requirements. Garbage includes materials used for equipment maintenance, abandoned equipment, containers, and other expended materials.

A-31 Camping
Contractor is prohibited from using or authorizing its workers to camp on DNR managed lands outside of designated camp grounds.

A-32 Abbreviations
The following Seedling species abbreviations will be used: AF = Supalpine fir; AS = Quaking aspen; BC = Black cottonwood; DF = Douglas-fir; GF = Grand fir; LP = lodgepole pine; MA = Big-leaf maple; MH = Mountain hemlock; NF = Noble fir; PP = Ponderosa pine; RA = Red alder; RC = Western redcedar; SF = Pacific silver fir; SS = Sitka spruce; WH = Western hemlock; WL = Western larch; WO = Willow; WP = Western white pine; YC = Alaska yellow cedar.

A-33 Term of Contract
The term of this contract is from 1/6/2014 to 3/28/2014 on all conifer units. The term of the contract for all red alder units is 3/24/2014 to 4/11/2014. This applies to all lines within the Unit Description for seedling species RA. The contract shall not be extended without written permission from the DNR Region Manager.
SECTION I-B: SPECIFICATIONS FOR THE ACTIVITY

Contractor shall transport and plant Seedlings as described below.

B-01 Workers, Supervision, and Equipment
Contractor shall provide:

A. A minimum crew size of 10 workers, and a maximum crew size of 14 workers, unless otherwise approved by the Compliance Forester;

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

C. A vehicle that ensures Seedlings shall be transported to the Unit in a covered, unheated compartment, such as an enclosed truck or pickup with canopy. Tarps are not acceptable covering for transport. Shelving or sufficient floor space shall be available so that containers of Seedlings are not stacked more than five high without intermediate support; and

D. Planting shovels for each worker, with minimum blade dimensions of five (5) inches wide and eleven (11) inches long for most Seedlings species. The one exception is that shovel blades shall be at least five (5) inches wide and twelve (12) inches long for red alder Seedlings.

B-02 Boundaries
Boundaries depicted on Unit Maps (Section II-B) delineate the planting area. Contractor is responsible for completing all Work to boundaries. The planting boundaries will consist of easily identifiable features (including but not limited to roads, streams, or abrupt changes in forest type or age). Flagging will be used for areas where identifiable features are absent. Contractor is responsible for understanding the location of all boundaries. Failure to complete Work to boundaries in any Unit renders Work in that Unit incomplete, and no payment will be made to Contractor for any Work on that Unit. No payment will be provided for Unit(s) with Work that extends beyond Unit boundaries. Work extending beyond Unit boundaries will be considered breach of contract. See Clause A-23, above.

B-03 Seedling Supply
DNR will supply Seedlings at the cooler location specified on the map (Section II-D). If DNR’s supply of Seedlings is temporarily interrupted, it could cause a delay for Contractor. If needed, the contract may be extended by written agreement to permit completion, or that part of the contract that cannot be completed because of lack of supply will be voided at DNR’s discretion.

B-04 Substitution of Type of Seedling Stock Types
If DNR has to substitute Seedlings, adjustment of per acre Unit Bid Price will be made based on the stock type of new Seedlings pursuant to the following schedule:

<table>
<thead>
<tr>
<th>Seedling Stock Type as Per Bid Invitation</th>
<th>Substitute Seedling Stock Type</th>
<th>Percent Unit Bid Price Adjustment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1+1 or P+1 or P+1/2 Or 2+0 or 1+0 or P+0(&gt; 10in³)</td>
<td>P+0 (≤ 10in³)</td>
<td>-10%</td>
</tr>
<tr>
<td>P+0 (≤ 10in³)</td>
<td>1+1 or P+1 or P+1/2</td>
<td>+10%</td>
</tr>
</tbody>
</table>

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

B-05 Weather Conditions
Planting operations will be halted when the Compliance Forester determines weather conditions are injurious to the Seedlings. Weather conditions during which DNR may not allow planting include, but are not limited to:

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

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

B-06 Seedling Care During Transportation and Handling
Contractor shall transport Seedlings from storage to the Unit(s). Contractor shall comply with all of the following specifications for Seedling care during transportation and handling:

A. Containers of Seedlings shall be carefully handled at all times. No throwing, dropping, crushing, etc.;
B. Containers of Seedlings shall be shaded from the sun with a reflective tarp and shielded from winds. Contractor shall have water available on-site for dipping Seedling roots prior to being placed in the planting bags. At the Compliance Forester’s verbal request, Seedling roots shall be moistened with water and/or planting bags lined with damp packing material;
C. Containers of Seedlings shall be stored in a manner that will provide air circulation around each container. When containers are stored in snow banks, snow shall be placed around each container;
D. Seedlings will be distributed to the workers so that no more than one container per Seedling stock type will be open at the assembly point at one time;
E. Opened containers of Seedlings shall be immediately resealed. Contractor shall supply tape and/or stapler to reseal and have them available on the Work site at all times;
F. Seedlings carried by a worker shall be in a planting bag and arranged for easy removal of one Seedling at a time. Planting bags shall not be overfilled. Seedlings should be placed in planting bags without shaking or removing soil from the roots. Seedlings should be placed in the planting bag by cupping the roots and guiding the roots into the bag. Seedlings should not be grabbed at the root collar and stuffed into the planting bag;
G. Seedlings shall not be removed from the planting bag before a planting hole has been prepared;

H. Seedlings shall be planted as received without pruning or culling, unless directed to do so by the Compliance Forester;

I. If mold, dry roots, freezing, drying, or evidence of other injury is observed on any Seedlings, Contractor shall cease planting such damaged Seedlings, and the condition shall be immediately reported to the Compliance Forester. If available, other Seedlings shall be used until the Compliance Forester has decided whether or not the damaged Seedlings can be planted;

J. At the end of the Work day, Seedlings which have been distributed but not planted shall be sealed and returned to the cooler; and

K. Contractor shall keep Seedlings free from damage at all times, including but not limited to: drying, heating, smothering, freezing, drowning, or mechanical injury.

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

Contractor shall plant Seedlings as follows:

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

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

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

D. **Minimum Spacing**
   Seedlings shall not be planted closer together than the Minimum Spacing (in feet) specified in the Unit Description (Section II-A), from:
   1. Another Contractor-planted Seedling;
   2. An acceptable previously planted Seedling; or
   3. An acceptable natural Seedling if specified in the Unit Description.

E. **Variation to Average Spacing**
   The spacing of individual Seedlings may vary within the limits of the Minimum Spacing, so long as average spacing is maintained.
B-08 Line Planting Method
Contractor’s planting crew(s) will use the “line” method of planting, unless otherwise permitted by the Compliance Forester. Each worker will only plant one (1) line at a time on each pass. Seedlings planted within each line, and adjacent lines, will both be at the Average Spacing as specified in the Unit Description (Section II-A).

B-09 Satisfactorily Planted Seedlings
Contractor shall plant Seedlings according to all of the following criteria in order for Seedlings to be considered ‘Satisfactorily Planted’.

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

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

2. ‘Clearing’ means the removal of duff up to eight (8) inches deep, loosely compacted slash up to two (2) feet deep, and other debris accumulations such as rock, rotten wood, snow, and ice which can be removed by kicking, dragging, or the use of a planting tool.

3. ‘Scalping’ means the removal of sod and vegetation less than two (2) feet tall with a base diameter of one-fourth (1/4) inch or less.

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

C. Planting Hole Location and Excavation
The planting hole shall be located and excavated as follows:

1. The planting hole shall be located in mineral soil and as near the center of the Planting Spot as is practicable;

2. Where possible, the planting hole shall be located near stumps, logs, dead brush, or other dead shade to provide protection from animal damage, winds, and solar radiation; and

3. The planting hole shall be vertical, broken out on three sides, and shall be wide and deep enough to fully accommodate the roots of the Seedling being planted.

D. Seedling Placement in Planting Hole
Seedling placement in the planting hole shall be as follows:

1. All Seedlings shall be suspended near the center of the planting hole with the roots in a near natural arrangement;

2. Seedlings shall be at a depth that after filling, packing and leveling, the soil comes to a point midway between the top lateral roots and the lowest needles or branches;
3. The roots shall not be doubled up, twisted, tangled, or bunched;

4. Moist mineral soil shall be filled in and firmly packed around roots. The Seedling should not pull loose after a firm tug on the main stem; and

5. The planted Seedling shall have the main stem and roots vertical and free to grow.

B-10 Seedling Waste by Contractor
Dumping, discarding, mishandling, damaging, or otherwise wasting Seedlings shall be considered a breach of contract. See Clause A-23, above.

B-11 Special Planting Requirements

A. Western Redcedar in Microsites
Contractor shall plant all western redcedar (WRC) Seedlings without Vexar® tubes (including prenetted seedlings) in Microsites. A ‘Microsite’ is defined as a Planting Spot having slash or dead brush adjacent to two (2) sides of the Seedling, that is at least two (2) vertical feet above the ground line, and within two (2) horizontal feet from the planted Seedling. WRC are not subject to the Minimum Spacing listed in the Unit Description (Section II-A), and can be planted within four (4) feet of another RC and within six (6) feet of any other Seedling species. Any WRC without a Vexar® tube that is planted outside a suitable Microsite will not be considered a satisfactorily planted Seedling. WRC planted with Vexar® tubes shall be planted in Microsites where available to maintain average spacing, otherwise they shall be planted evenly across the planting area.

B. Starting Date for Work
Contractor shall begin Work by 1/20/2014 for conifer units and 3/31/14 for RA units, unless alternative plans are approved by the Contract Manager, or the Compliance Forester anticipates Seedling supply issues (Clause B-03) or unfavorable weather conditions (Clause B-05).

C. Additional Holidays – Work Not Guaranteed
Designated Additional Holidays during the contract period are Martin Luther King Day (Monday 1/20/14) and President’s Day (2/17/14).

D. Application of Vexar® Mesh Tubing
For the Seedling Species and Unit(s) identified in the Unit Description (Section II-A), Contractor shall install Vexar® mesh tubes, bamboo stakes, and zip ties to protect Seedlings from animal browse according to all of the requirements listed below.

1. Contractor shall install Vexar® tubes on Seedlings on the day of planting.

2. Slash, rocks, and other debris shall be removed around the Seedling so that the tubing will contact bare mineral soil.

3. Each Vexar® tube shall be installed vertically with two (2) bamboo stakes. Stakes shall be driven into the ground a minimum of twelve (12) inches into mineral soil on either side of the tube, so that it is centered over the Seedling. One stake shall be facing the prevailing wind, generally to the southwest.

4. Each stake shall be weaved through each Vexar® tube 3 times on the above-ground portion of the tube so that the lowest segment of the bamboo is on the outside of the tube (away from the seedling) and the thickest end of the bamboo is installed in the ground.
5. All Vexar® tubes shall be installed so the base of each tube remains in contact with the ground around the entire perimeter of the tube.

6. Each Vexar® tube shall be fastened to the bamboo with one (1) zip tie to the lower half of one of the two stakes, immediately below a branch node.

7. Following application, each Vexar® tube shall be vertical and centered over the Seedling.

8. All materials shall be transported by Contractor from the tree cooler to the Units.

9. Material specifications are as follows. All materials will be provided by DNR.
   a. Vexar® tubes are five (5) inches in diameter and four (4) feet tall (120-150/box).
   b. Bamboo stakes are ten to twelve (12-14) millimeters thick and five (6) feet long (200/bale).
   c. Zip ties are approximately three to five (3-5) inches long.

10. All labor to transport and install vexar tubes shall be accounted for in the bid form line for vexar tubing installation for the applicable unit. This will be the reimbursement rate for vexar tubes installed to contract specifications.
SECTION I-C: UNIT COMPLIANCE INSPECTION AND PAYMENT

C-01 Field Inspections
The Compliance Forester will conduct periodic inspections. Inspections may be done concurrently with Work but will be completed no later than five (5) business days after Work completion on the Unit.

C-02 Inspection Plots
The Compliance Forester will install Inspection Plots to assess whether Seedlings have been Satisfactorily Planted (Clause B-09) and meet all Special Planting Requirements (Clause B-11, if applicable), according to the spacing and species requirements listed in the Unit Description (Section II-A). Inspection Plots shall be circular and be one fiftieth (1/50th) acre in size (16.7 foot radius). There will be a minimum sample of five (5) plots, or two (2) plots for every five (5) acres of Unit, whichever is greater. The Inspection Plots will be well distributed throughout the Unit. The Compliance Forester will record the number of Planting Spots, Seedlings Planted, Satisfactorily Planted Seedlings, Dropped or Wasted Seedlings, and make written comments for each Inspection Plot as described below. In addition to making observations about planted Seedlings, the Compliance Forester may dig up one or more planted Seedlings per Inspection Plot to determine if Seedlings are Satisfactorily Planted.

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

\[
\text{# of Planting Spots} = \text{# of Expected Planting Spots} - \text{# of Unplantable Spots}
\]

1. The number of ‘Expected Planting Spots’ is calculated for each Inspection Plot by dividing the Total Seedlings per Acre (from the Unit Description, Section II-A) by 50 and rounding to the nearest whole number.

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

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

\[
\begin{align*}
\text{The number of Expected Planting Spots is:} & \quad 500 / 50 = 10 \\
\text{The number of Unplantable Spots is:} & \quad 20\% \times 10 = 2 \\
\text{The number of Planting Spots is:} & \quad 10 - 2 = 8
\end{align*}
\]

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

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

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

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C-03 **Seedling Planting Performance Rating**
The Compliance Forester will calculate the ‘Seedling Planting Performance Rating’ for each Unit. The Seedling Planting Performance Rating will be expressed as a percent and will be calculated using the sum (or aggregate) of all Inspection Plots in a Unit. The total of all recorded values for Satisfactorily Planted Seedlings (Clause C-02-C), divided by the total of all recorded values for Planting Spots (Clause C-02-A), multiplied by one hundred (100), equals the Seedling Planting Performance Rating percent:

\[
\text{Total Satisfactorily Planted Seedlings} \quad \times 100 = \text{Seedling Planting Performance Rating} \% \\
\text{Total Planting Spots}
\]

---

C-04 **Determination of Payment by Unit**
The acceptability and the Rate of Pay for planting Work performed will be based on the Seedling Planting Performance Rating (Clause C-03) for each Unit.

A. **Satisfactory Planting Performance**
‘Satisfactory Planting Performance’ on the Unit is when the Seedling Planting Performance Rating is between 92 percent and 105 percent.

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

C. **Rate of Pay**
The ‘Rate of Pay’ is the actual amount (in dollars) that the Contractor will be paid per acre for each Unit. The Rate of Pay is equal to the Unit Bid Price for Units with Satisfactory Planting Performance. The Rate of Pay is the Unit Bid Price minus any reductions in payment (Clause C-04-D) for Units with Unsatisfactory Planting Performance. The Rate of Pay will not exceed the Unit Bid Price for any Unit.

D. **Reduction in Payment**
The reduction in payment for Unsatisfactory Planting Performance on a Unit will be calculated for the Unit as follows:

1. If the Seedling Planting Performance Rating is less than 92 percent but equal to or greater than 80 percent, the Rate of Pay will be equal to the Unit Bid Price reduced by 3 percent for every 1 percent the Seedling Planting Performance Rating is less than 92 percent.

2. If the Seedling Planting Performance Rating is less than 80 percent, or if the Unit is not planted to boundaries, there will be no payment.
3. If the Seedling Planting Performance Rating is greater than 105 percent, the Rate of Pay will be equal to the Unit Bid Price reduced by 3 percent for every 1 percent the Seedling Planting Performance Rating is above 105 percent.

4. The Contract Manager will deduct from Contractor’s payment three dollars ($3) per Seedling found dropped or otherwise wasted by Contractor (Clause C-02-D).

C-05 Payment Examples

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

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

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

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

C-07 Re-work of Unsatisfactory Units

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

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

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

C-08 Payment Schedule

Details of the payment schedule will be discussed in the Pre-Work Conference (Clause A-19) and will be set forth in the Work schedule. Payment shall be made as follows:

**A. L&I Insurance Premiums**

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

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

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

D. Verification Traverse
   If a Unit’s acreage is disputed, Contractor may request a verification traverse by DNR. The request must be in writing and signed by Contractor. DNR will base the rate of pay on the acres determined from the verification traverse. If the net acres specified in the Unit Description (Section II-A) are correct within plus or minus five percent (±5%) after the verification traverse, Contractor shall pay for the verification traverse at a rate of ten dollars ($10.00) per one hundred (100) feet of traversed boundary.
<p>| Unit # | Work Area | Unit Name          | Elevation (max. ft.) | Gate | Key     | Interplant Unit | Acres to Treat | Total Seedlings per Acre | Target Spacing - Total Seedlings per Acre (feet) | Minimum Spacing (feet) | Maximum Seedlings per Inspection Plot | Seedling Species | Seedlings per Acre by Species | Total Seedlings by Species | # Vexar Tubes to Install | # Bamboo Stakes to Install | # Zip Ties to Install | # Prenetted Seedlings to Plant | Additional Requirements and Comments |
|-------|-----------|-------------------|----------------------|------|---------|-----------------|----------------|--------------------------|-----------------------------------------------|---------------------|-------------------------------------|-------------------|-------------------------------|------------------------|-----------------------------|----------------------------|-----------------------------|----------------------------|-----------------------------|--------------------------|
| 1     | Lewis     | Eastbound Sorts U1| 850                  | Yes  | PCP1-1  | No              | 71             | 10x10 - 435              | 7                             | 8                   | DF                                  | 1+1                | 325                           | 23,075                   |                             |               |                             |                           |                            |
| 1     | Lewis     | Eastbound Sorts U1| 850                  | Yes  |          |                 |                |                          |                                |         | WRC                                | P+1                | 50                           | 3,550                   |                             |               |                             |                           |                            |
| 1     | Lewis     | Eastbound Sorts U1| 850                  | Yes  |          |                 |                |                          |                                |         | WH                                 | P+0                | 50                           | 3,550                   |                             |               |                             |                           |                            |
| 2     | Lewis     | Eastbound Sorts U2| 800                  | Yes  | PCP1-1   | No              | 67             | 10x10 - 435              | 7                             | 8                   | DF                                  | 1+1                | 325                           | 21,775                   |                             |               |                             |                           |                            |
| 2     | Lewis     | Eastbound Sorts U2| 800                  | Yes  |          |                 |                |                          |                                |         | WH                                 | P+0                | 50                           | 3,350                   |                             |               |                             |                           |                            |
| 2     | Lewis     | Eastbound Sorts U2| 800                  | Yes  |          |                 |                |                          |                                |         | WRC                                | P+1                | 50                           | 3,350                   |                             |               |                             |                           | 1,675                       |
| 3     | Lewis     | Metallica         | 1000                 | Yes  | PCP1-1   | No              | 70             | 8x9 - 600               | 7                             | 13                  | RA                                 | P+1/2               | 600                           | 42,000                   |                             |               |                             |                           |                            |
| 4     | Lewis     | RR2_Trading Places| 600                  | Yes  | PCP1-1   | No              | 1              | 13x13 - 250             | 7                             | 6                   | GF                                 | P+0                | 100                           | 100                      |                             |               |                             |                           |                            |
| 4     | Lewis     | RR2_Trading Places| 600                  | Yes  |          |                 |                |                          |                                |         | WRC                                | P+0                | 50                           | 50                       |                             |               |                             |                           | 25                          |
| 4     | Lewis     | RR2_Trading Places| 600                  | Yes  |          |                 |                |                          |                                |         | SS                                 | P+0                | 100                          | 100                      |                             |               |                             |                           |                            |
| 5     | Lewis     | Trading Places U1 | 800                  | Yes  | PCP1-1   | No              | 43             | 11x11 - 350             | 7                             | 8                   | DF                                  | P+0                | 200                           | 8,600                    |                             |               |                             |                           |                            |
| 5     | Lewis     | Trading Places U1 | 800                  | Yes  |          |                 |                |                          |                                |         | WRC                                | P+0                | 50                           | 2,150                    |                             |               |                             |                           | 1,075                       |
| 5     | Lewis     | Trading Places U1 | 800                  | Yes  |          |                 |                |                          |                                |         | WH                                 | P+0                | 100                          | 4,300                    |                             |               |                             |                           |                            |
| 6     | Lewis     | Trading Places U2 | 900                  | Yes  | PCP1-1   | No              | 42             | 8x9 - 600               | 7                             | 13                  | RA                                 | P+1/2               | 600                           | 25,200                   |                             |               |                             |                           |                            |
| 7     | Lewis     | Trading Places U3 | 1100                 | Yes  | PCP1-1   | No              | 12             | 10.5x10.5 - 400         | 7                             | 9                   | DF                                  | P+0                | 350                           | 4,200                    |                             |               |                             |                           |                            |
| 7     | Lewis     | Trading Places U3 | 1100                 | Yes  |          |                 |                |                          |                                |         | WRC                                | P+0                | 50                           | 600                      |                             |               |                             |                           | 300                         |
| 8     | Lewis     | Primetime U1      | 1700                 | Yes  | PCP1-1   | No              | 77             | 10.5x10.5 - 400         | 7                             | 9                   | DF                                  | 1+1                | 350                           | 26,950                   |                             |               |                             |                           |                            |
| 8     | Lewis     | Primetime U1      | 1700                 | Yes  |          |                 |                |                          |                                |         | WRC                                | P+1                | 50                           | 3,850                    |                             |               |                             |                           | 1,925                       |</p>
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<th>Gate</th>
<th>Key</th>
<th>Interplant Unit</th>
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<th>Minimum Spacing (feet)</th>
<th>Maximum Seedlings per Inspection Plot</th>
<th>Seeding Species</th>
<th>Stock Type</th>
<th>Seedlings per Acre by Species</th>
<th>Total Seedlings by Species</th>
<th># Vexar Tubes to Install</th>
<th># Bamboo Stakes to Install</th>
<th># Zip Ties to Install</th>
<th># Prenetted Seedlings to Plant</th>
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DNR to transport seedlings by helicopter for this unit. Contractor shall plant within 48 hours of delivery to unit and cover all tree bags with reflective tarps.
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**CONTRACT 1462 TOTALS:**

- | 899
- 392,698 | 225 | 450 | 225 | 7,925

Additional Requirements:

1. Contract Term for all Red alder units is March 24, 2014 to April 11, 2014
2. Contract Term for all conifer units is January 6, 2014 to March 28, 2014
3. A second English-speaking, non-planting crew supervisor is required at all times when more than 14 planters are working on the contract.
4. Contractor shall start planting on unit 23 (Western Panhandle U1) within 48 hours notice by the DNR compliance forester to accommodate immediate planting of seedlings following helicopter transport.
5. All seedlings transported by helicopter to unit 23 for area shown on unit map shall be planted within 48 hours by the contractor.
6. Contractor shall cover all seedlings flown to unit with reflective tree tarps by the end of the same day that they are flown to the unit.
UNIT MAP

Activity Type: Tree Planting  Pacific Cascade Region  Bid No. 1462
Work Unit: Lewis  Treatment Acres: 71  Unit No. 1
Unit Name: Eastbound Sorts U1

Washington State Department of Natural Resources  ▪  Invitation to Bid ▪  Contract # 1462  ▪  Page 29
UNIT MAP

Activity Type: Tree Planting  Pacific Cascade Region  Bid No. 1462
Work Unit: Lewis  Treatment Acres: 67  Unit No. 2
Unit Name: Eastbound Sorts U2

EASTBOUND SORTS U2

Washington State Department of Natural Resources • Invitation to Bid • Contract # 1462 • Page 30
UNIT MAP

Activity Type: Tree Planting
Work Unit: Lewis
Unit Name: Metallica

Treatment Area: Pacific Cascade Region
Treatment Acres: 70
Unit No.: 3

Bid No.: 1462

Washington State Department of Natural Resources • Invitation to Bid • Contract # 1462 • Page 31
Unit Name: Trading Places U1

Activity Type: Tree Planting  Pacific Cascade Region  Bid No. 1462
Work Unit: Lewis  Treatment Acres: 43  Unit No. 5

State  Private

N-1200  N-1260  N-2010  N-2000

McCormick Creek Rd

UNIT MAP

40° Contours  1:7,000

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<td>DNR Managed Lands</td>
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<td>Other Barrier</td>
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<td>▲</td>
<td>Tank Trap</td>
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<tr>
<td>-</td>
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<tr>
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Washington State Department of Natural Resources • Invitation to Bid • Contract # 1462 • Page 33
UNIT MAP

Activity Type: Tree Planting  Pacific Cascade Region  Bid No. 1462
Work Unit: Lewis  Treatment Acres: 12  Unit No. 7
Unit Name: Trading Places U3

Unit Boundary  Pink Flagging  Elevation: 750 -1100
Treatment Area  Gate  Vexar: 0
DNR Managed Lands  Tank Trap  Gate: Yes
Existing Roads  Earth Barrier  Key: PCP1-1
Non-Driveable Access  Other Barrier
Streams

Washington State Department of Natural Resources  Invitation to Bid  Contract # 1462  Page 35
Activity Type: Tree Planting
Work Unit: Lewis
Unit Name: Primetime U2

DNR Managed Lands
Existing Roads
Non-Driveable Access
Units
Streams

Washington State Department of Natural Resources ▪ Invitation to Bid ▪ Contract # 1462 ▪ Page 37
UNIT MAP

Activity Type: Tree Planting
Work Unit: St Helens
Unit Name: Twin Flats U1

Pacific Cascade Region
Treatment Acres: 33
Unit No. 10

TWIN FLATS U1
14473
T09R01E
36
35
1
2

35
2
1

40' Contours 1:9,000

Washington State Department of Natural Resources  ▪  Invitation to Bid ▪  Contract # 1462  ▪  Page 38
UNIT MAP

Activity Type: Tree Planting  Pacific Cascade Region  Bid No. 1462
Work Unit: St Helens  Treatment Acres: 19  Unit No. 11
Unit Name: BARNES A BURNING U7

Washington State Department of Natural Resources • Invitation to Bid • Contract # 1462 • Page 39
UNIT MAP

Activity Type: Tree Planting  Pacific Cascade Region  Bid No. 1462
Work Unit: St Helens  Treatment Acres: 18  Unit No. 12
Unit Name: BARNES DR AQUISITION

Washington State Department of Natural Resources  ▪  Invitation to Bid ▪  Contract # 1462  ▪  Page 40
UNIT MAP

Activity Type: Tree Planting  Pacific Cascade Region  Bid No. 1462
Work Unit: St Helens  Treatment Acres: 36  Unit No. 13
Unit Name: ELECTRIC CHICKEN U1

Washington State Department of Natural Resources ▪ Invitation to Bid ▪ Contract # 1462 ▪ Page 41
UNIT MAP

Activity Type: Tree Planting  Pacific Cascade Region  Bid No. 1462
Work Unit: St Helens  Treatment Acres: 8  Unit No. 15
Unit Name: ELECTRIC CHICKEN U3

Elevations:
- 568 - 655

Gate:
- No

Vexar:
- 0

Key:
- Earth Barrier
- Other Barrier
- Tank Trap
- Pink Flagging
- 40° Contours
UNIT MAP

Activity Type: Tree Planting  Pacific Cascade Region  Bid No. 1462
Work Unit: St Helens  Treatment Acres: 47  Unit No. 19
Unit Name: MOON HOUSE U3

Washington State Department of Natural Resources  ▪  Invitation to Bid ▪  Contract # 1462  ▪  Page 47
UNIT MAP

Activity Type: Tree Planting
Work Unit: St Helens
Unit Name: RR_ELECTRIC CONV U1

Treatment Area: 1

Existing Roads
Non-Driveable Access
Trails
Streams
Gate
Tank Trap
Earth Barrier
Other Barrier

Gates: 1
Tank Traps: 1
Earth Barriers: 0
Other Barriers: 0

Elevation: 678 - 721
Vexar: 75
Gate: No
Key: 

Unit Boundary
Treatment Area
DNR Managed Lands
Existing Roads
Non-Driveable Access

Washington State Department of Natural Resources • Invitation to Bid • Contract # 1462 • Page 48
UNIT MAP

Activity Type: Tree Planting  Pacific Cascade Region  Bid No. 1462

Work Unit: St Helens  Treatment Acres: 1  Unit No. 21

Unit Name: RR_ELECTRIC CONV U2

Washington State Department of Natural Resources  ▪  Invitation to Bid  ▪  Contract # 1462  ▪  Page 49
UNIT MAP

Activity Type: Tree Planting Pacific Cascade Region Bid No. 1462
Work Unit: St Helens Treatment Acres: 1 Unit No. 22
Unit Name: RR_ELECTRIC CONV U3

Washington State Department of Natural Resources ▪ Invitation to Bid ▪ Contract # 1462 ▪ Page 50
UNIT MAP

Activity Type: Tree Planting

Work Unit: St Helens

Unit Name: WESTERN PANHANDL U1

Treatment Acres: 116

Bid No. 1462

Unit No. 23

Washington State Department of Natural Resources  ▪  Invitation to Bid ▪  Contract # 1462  ▪  Page 51
UNIT MAP

Activity Type: Tree Planting  Pacific Cascade Region  Bid No. 1462
Work Unit: St Helens  Treatment Acres: 16  Unit No. 25
Unit Name: WESTERN PANHANDL U3

---

**Map Details**

- **Activity Type:** Tree Planting
- **Location:** Pacific Cascade Region
- **Work Unit:** St Helens
- **Treatment Acres:** 16
- **Unit Name:** WESTERN PANHANDL U3

**Map Symbols**

- **Unit Boundary**
- **Treatment Area**
- **DNR Managed Lands**
- **Existing Roads**
- **Non-Driveable Access**
- **Existing Trails**
- **Existing Streams**
- **State**
- **Private**
- **40' Contours**
- **1:4,000 Scale**

**Map Annotations**

- **Elevation:** 723 - 1083
- **Vexar:** 0
- **Gate:** Yes
- **Key:** Contact IMF Prior To Access

**Legend**

- **Pink Flagging**
- **Gate**
- **Tank Trap**
- **Earth Barrier**
- **Other Barrier**

---

Washington State Department of Natural Resources • Invitation to Bid • Contract # 1462 • Page 53
UNIT MAP

Activity Type: Tree Planting
Work Unit: St Helens
Unit Name: WESTERN PANHANDL U4

Existing Roads Non-Driveable Access Trails

Treatment Area DNR Managed Lands Existing Roads Non-Driveable Access

Streams

Elevation: 668 - 940
Vexar: 0
Gate: Yes
Key: Contact IMF Prior To Access

Washington State Department of Natural Resources - Invitation to Bid - Contract # 1462 - Page 54
**CHEHALIS WORK CENTER & TREE COOLER**  
1405 Rush Road – Chehalis

**Coming South on I-5 take exit 72**, turn left at stop sign, and go under freeway. The next stop sign you will be facing (Ribeye Restaurant) take another left and go ¼ mile up the road the work center will be on your left.

**Coming North on I-5 take exit 72**, turn right at stop sign. The next stop sign you will be facing (Ribeye Restaurant) take a left go ¾ mile up the road the work center will be on your left.
FROM THE NORTH: (ON I-5)

**Turn at Exit 49 (Castle Rock) off ramp.** Turn left at the stop light. (overpass I-5). Turn right at the 2nd stop light onto Dougherty Road. *(Shell Service Station on the corner).* Proceed until the end of Dougherty Road. Take a left at the stop sign. You will turn on to Powell, go approximately 100 yards and turn right onto Bond Road. Proceed up the hill. Continue around a couple turns. You will see a DNR sign on the right. This is the entrance.

**OR**

**Take Exit 48** – at the end of the off ramp turn left – go under the freeway and turn at the first road to the left onto Bond Road. Follow this road until you come to a DNR sign on your left. Take this entrance.

FROM THE SOUTH:

**Turn off at Exit 48 (Castle Rock Business Loop).** At the stop sign turn right. Go about 40 yards or so and turn left onto Bond Road. Go up the hill on Bond Road about a mile or so. Turn Left at the DNR sign. This is the entrance.
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 or per Vexar Tube) by the Unit Acres or the # Vexar. All Unit Totals for the Contract must be summed and entered as the Contract Price including the unit totals for vexar installation lines. 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 1462.

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<th>Unit No.</th>
<th>Unit Name</th>
<th>Unit Acres</th>
<th>Unit Bid Price (Per Acre)</th>
<th># Vexar tubes to Install</th>
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Contract Acres: 899
Contract Price: ________________

*Include the unit total for the vexar tubing in this column and add to the final contract price.

Bidder’s Name and Address:
Signature: ________________________________
Title: ________________________________
Company: ________________________________

Note:
Detach and return this Section as per Invitation to Bid.
SECTION III-B: CONTRACTOR'S DECLARATION OF INDUSTRIAL INSURANCE STATUS

INVITATION TO BID ON CONTRACT NUMBER ________ 1462 ________
(For Bidder Use Only)

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

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

Bidder’s Name ____________________________________________________________
Signature _______________________________________________________________
Title ________________________________________________________________
Address ___________________________________________________________________
City and State ___________________________________________________________________
Business Phone ___________________________________________________________________
Home Phone ___________________________________________________________________

Additional Signatures ____________________________________________________

To whom it may concern:

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

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

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

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

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

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

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

SOLICITATION TO OFFER (For Bidder Use Only)

On condition of a Contract award for the Contract Price, the undersigned hereby offers and agrees to furnish services in compliance with all terms, conditions, and specifications of the Invitation to Bid on Contract Number 1462. Submittal of this offer with authorized signature constitutes complete understanding of all terms and conditions. Further, submittal of this offer constitutes acceptance of and agreement to comply with all terms and conditions of the Contract if awarded, and verifies that all services will be available throughout the period of the Contract.

(Bidder’s Name)

(Address)

(City) (State) (Zip)

(UBI No.)

(L & I Industrial Insurance Account No.)

(Farm Labor Contractor License No.)

(Federal I.D. No. or Social Security No.)

By:

(Signature) (Date)

(Typed or Printed Name)

(Title)

(phone No.)

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

CONTRACT No. XXXX

CONTRACTOR NAME
address line 1
address line 2
BusinessPhone:
Mobile Phone:

Insurance Received: Y or N

Contract Award Form
(a) Sent to Region Manager
(b) Received w/ signature
(c) Sent to Contractor

Bid Deposit:
Perf. Security:
L&I Released:
Item Completion Date:

L&I Retainage %: 10%

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Department Representative Date

By signing below, I agree as Contractor Representative to the above Work Schedule subject to contract XXXX (see definition X., clauses AXX-AXX)

Contractor Representative Date
Contract XXXX Pre-Work Form

Meeting Time & Date:
Meeting Place:

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<th>#</th>
<th>Name</th>
<th>Role</th>
<th>Cell Phone #</th>
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<td>Compliance Forester</td>
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<tr>
<td>3</td>
<td>Designated Contract Representative</td>
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Contractor Business Phone:                                 Fax:

Type of Equipment on Job:

Vehicles (make, model, year, color):
1
2
3

Crew Size:

Special or /Tool Requirement Reminders:

Remarks:
Start date:

State Holidays:

Department Representative

Contractor Representative

Contact Information Region Office:
Chris Rasor - 360.575.5058 or Cell 360.880.8288
Mary Hovey - 360.575.5065 - Payment Questions

Contract Administrators: