Southeast Region

**INVITATION TO BID**

**Contract Number 1537**

Contract Digest: Glenwood Fixed Plot Stand Survey
12,189 Acres

Provide forest sampling services. This work includes collecting tree measurements on fixed area plots, and providing a brief summary report by forest management unit (FMU).

Notice To Bidders

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 survey units prior to bidding.

Sealed bids will be accepted at the Department’s Southeast Region office until 12:300 p.m. on October 13, 2014 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: Todd Welker, Southeast Region Manager
Washington State Department of Natural Resources
713 Bowers Road
Ellensburg, WA 98926

Upper left corner: Bidder's Address

Lower left corner: Glenwood Stand Survey – “Sealed Bid”
Invitation to Bid/Contract Number: 1537

Questions pertaining to this Invitation to Bid can be answered by contacting the Klickitat Unit Forester, Albert Durkee at (541) 490-3678. 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 Department of Enterprise Services (DES)

http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx

Address
Statewide Payee Desk
P.O. Box 41434
Olympia, Wa 98504

Phone: 360-407-8180
FAX: 360-664-3363

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DEFINITIONS

A. ‘Compliance Forester’ means the Department staff that performs the compliance inspections, approves Work, recommends payment to the Contract Manager, and manages the Work Schedule.

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

C. ‘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.

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

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

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

G. ‘D.B.H.’ - Diameter at breast height, a point on the tree stem 4.5 feet above ground level.

H. ‘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.

I. ‘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.

J. ‘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.

K. ‘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).

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

M. ‘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.

N. ‘Work’ means the services the Contractor is required to satisfactorily complete this Contract found in Section II Specifications for the Activity and Section III Unit Description.

O. ‘EDR’ means Electronic Data Collector the contractor will be required to collect data on and download data from. Section II Specifications will detail which model of data collector will be provided to the contractor for use on the contract.

P. ‘GPS’ means the handheld device that will be used to locate the plot center for each plot within the ‘Units’.

Q. ‘Unit Map’ means the paper map provided which illustrates the plot center locations and numbers for each ‘FMU’. Unit maps are included within Section III 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, and Contractor’s Declaration of Industrial Insurance Status.

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. In the event the bidder rejects award of any item, the bidder will forfeit the bid deposit. 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 (Clauses 1-04 and 1-05). 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 for purposes such as repair or replacement of contractor damage to the EDR or GPS or to complete unfinished work under the original contract, the Contractor shall replace the portion(s) by the due date indicated on the written notification from DNR before work proceeds.

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/or through reference checks; 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 save 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 save 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 save 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 1537 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 subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the DNR.
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 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 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. The following forms included in Section III will also be required to be filled out by the contractor at the pre-work conference:

1. The Pre-work Form which Includes
   a. 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.
   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. Clarification of any unique requirements or conditions of the Work within this Contract prior to commencing Work.
   d. Names(s) and contact information for the Contract Manager and Compliance Forester(s).
   e. Time interval(s) at which units will be processed for payment.

2. Property transfer and damage form(s) to document the temporary transfer of the Electronic Data Recorder(s) (EDR) from DNR to the contractor for use on the project.

3. Key checkout form for all gate keys issued to contractor.

4. Pre-signed A-19 form to release the L&I retainage at the termination of the contract.

5. L&I Report by Landowner form

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.

2-14.1 **Twenty Percent Rule**

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DNR uses what is referred to as the “Twenty Percent Rule” to determine if a project is no longer viable. The “twenty Percent Rule” states:

If the Contractor’s rate of progress towards completion of the contract item is such that the difference between the percentage of the total number of work days remaining in the contract period and the percentage of the total number of uncompleted plots remaining in the contract becomes greater than twenty percent (20%) the project is in jeopardy of being no longer viable, in which case the contractor will subject to clause 2-16.

EXAMPLE 1 OF 20% RULE:

If the contract item term is 100 work days for 4,000 plots and progress of the contractor after the first twenty days of operation is less than 800 plots, then the contractor must revise the work plan to show they can successfully complete the remaining work before the contract expires or be subject to clause 2-16.

EXAMPLE 2 OF 20% RULE:

Percentage of work days remaining: \([\frac{50 \text{ days}}{100 \text{ days}} \times 100\] = 50% of work days remaining
Percentage of plots remaining: \([\frac{3280 \text{ plots}}{4000 \text{ plots}} \times 100\] = 82% plots remaining
Difference in percentages: 82% - 50% = 32% difference.
Progress does not meet the “twenty percent rule”; therefore, contractor is subject to clause 2-16.

2-15 Period of Performance
Effective Date: Subject to its other provisions, the period of performance under this Contract shall begin on October 15, 2014.
Completion Date: This contract shall terminate on June 30, 2015 or when all of its terms and conditions have been satisfied, whichever is earlier, unless sooner terminated as provided herein.

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

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.
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 Workers, Supervision and Equipment
The Contractor shall provide:

All necessary equipment and personnel to complete the project in the time frame specified in this contract. This shall include all equipment necessary to access the forest management units (FMUs) within the assessment area including a vehicle with chains and other equipment such as ATV’s or snowmobiles necessary to access the project area in adverse weather conditions. The contractor will provide all necessary equipment required to complete the field portion of the contract including, but not limited to, Garmin gps units, diameter tapes, clinometers, and computer programs. The contractor shall provide all necessary supplies required to complete the field portion of the contract. The contractor must also have access to a computer to be able to provide all necessary deliverables to the DNR Compliance Forester as specified in Exhibit B.

The Contractor shall produce the following:

1. **Work Schedule**- At Pre-Work Meeting.
2. **Field Notes**-Within 10 working days of completion of task or unit.
3. **Plot data by FMU via the Allegro data recorder**-Within 10 working days of completion of task or unit.
4. **Summary Report by FMU**- By 4:00 pm on contract termination date.

All reports, data, and field notes shall be submitted electronically to Compliance Forester. All required products must be delivered to the DNR Compliance Forester.

Exhibits that follow contain a detailed scope of work to be completed by the contractor. The Contractor shall complete all specified Contract work including submission of reports, and/or other required documentation within the time periods set forth in the Contract.

**Conduct of Work.** The Contractor shall furnish all necessary qualified personnel, material, and equipment, and manage and direct the same to timely complete the work described in this Contract. Prior to commencing work each cruiser employed or subcontracted by the contractor or subcontractor or lower tiered subcontractor must be certified in writing by the DNR contract administrator to perform contract work. Contract certification will be determined by the cruiser’s experience, qualifications and his/her demonstrated abilities of performing the work required.

Any cruiser not meeting the DNR’s minimum experience and qualifications or fails to demonstrate a reasonable ability to perform the work will not be certified. At any time during the project the DNR may by verbal request require a cruiser to demonstrate his/her abilities at an on-site meeting with the DNR’s contract administrator or a designated representative. At the on-site meeting the cruiser will be asked to demonstrate their ability to use proper techniques and methods for gathering inventory plot information in accordance to standards determined by the DNR. The DNR will not compensate for loss of production the contractor may incur during this meeting.
2-25 **Boundaries**
A. The boundaries of the FMU’s are not marked on the ground. Plot locations within FMU boundaries will be established with the gps.

B. Net acreage as indicated in the Unit Description was measured on the horizontal plane.

2-47 **Contractor shall furnish:**
A. Qualified cruisers to complete the contract within the contract term. Qualified cruisers must meet the following minimum qualifications: A) Bachelor’s degree in forestry or related field and three months cruising and/or inventory experience; or B) Associates degree in forestry or related field and six months cruising and/or inventory experience; or C) High school graduate or equivalent and one year cruising and/or inventory experience.

B. All costs of operation and maintenance not specifically furnished by the Department under 2-55 below shall be borne by the Contractor.

C. To provide all plot data files electronically to the DNR’s Project Manager within 10 days of completion. Download locations and times will be documented in the pre-work form at the pre-work conference and will be somewhat flexible to minimize contractor travel times to submit data within this time frame.

D. Periodic supervision of workers to insure completion of work to contract standards.

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 on a minimum of 10% of completed plots prior to payment on any individual unit.

B. Up to two (2) Allegro CX Electronic data collectors for use by the contractor solely for the purpose of work on this contract.

2-61 **Determination of Payment**
Compliance and payment for work performed will be based on the following:

A. The plots illustrated on the Unit Maps in Section III, provide the basis for determining work to be completed. Failure to complete plots within 1 chain (66 feet) of the plot center established by the Department renders work unsatisfactorily completed. The Contractor is to utilize the Garmin GPS with plot locations pre-loaded by the contract manager to navigate to all plot centers. No consideration or payment will be given for work that extends beyond unit boundaries by error. Work procedures shall follow the procedures in SECTION III titled FIELD MANUAL.

B. Determination of work satisfactorily completed is described in the FIELD MANUAL.

C. A minimum of 10% of plots completed by the contractor will be evaluated by the Compliance Forester to determine payment on each completed unit.

2-71 **Unsatisfactory Work Compliance**
A. The Compliance Forester will inspect the contract work to determine if plot location and data collection accuracy is satisfactory before payment occurs for each work unit.
B. The Contractor will be notified of any unsatisfactory unit(s) or parts thereof, within 2 weeks of the unit completion date.

C. If found unsatisfactory, Contractor will be subject to clause 2-16 and any re-work by the contractor will be at his or her own cost and may be deducted from the contractor’s performance security for purposes of paying another contractor to complete the work if a Breach of Contract occurs.

D. At the department’s option, the Contractor shall rework a unit on which the Contract’s work performance is not rated satisfactory, and further, it shall be the Department’s option to require the rework be completed prior to starting new work. Rework areas will be reexamined for contract compliance, the resulting performance rating will supersede the previous performance rating for the area in question.

E. Plot data must be submitted electronically from the handheld data collectors to Compliance Forester or Contract Manager within seven (7) days of completing a unit or work will be unsatisfactory.

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 (Clause 2-71). 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.

A. Contractor or contract representative (Clause 2-28) and the Compliance Forester shall sign the Unit Completion Form at time of data download. Final payment will not be made to the Contractor unless the plot data downloaded is deemed satisfactory by the Compliance Forester field audit, and "final" payment is designated thereon.

B. 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.
Exhibit A

SCOPE OF WORK

1.01 Project Area and Description
Sections 1, 2, 4, 5, 6, 8, 9, 11, 12 of Township 6 North, Range 12 East, W.M.
Sections 6, 7, of Township 6 North, Range 13 East, W.M.
Sections 13, 24, 25, 36 of Township 7 North, Range 11 East, W.M.
Sections 17 - 21, and 26 – 36 of Township 7 North, Range 12 East, W.M.

There are 41 units totaling approximately 12,189 acres. Plots are established at 5 plots/acre totaling 2,431 plots.

2.01 Scope of Work
Contractor is expected to complete the following tasks.

1. Forest Plot Sampling (See Exhibit D-1)
Forest sampling of Forest Management Units (FMUs) according to attached DNR Sampling Protocol for Sapling and Pole sized trees.

2. Summary FMU Reports (See Exhibit D-2)
See attached DNR report guidelines

3.01 Description of plan to accomplish tasks, study, project, etc.
The contractor is expected to have the necessary staff and equipment to complete the project in the allotted time frame. The contractor’s staff members who will be working on the project are expected to be at the pre-work meeting. The Project Leader for the contractor is expected to provide regular progress reports to the DNR’s Compliance Forester once work commences. Access to the project area is the responsibility of the contractor including the use of snowmobiles, ATV’s, snowshoes, or other equipment necessary to complete the project. The contractor is further expected to provide or have access to all necessary equipment to complete the project on the ground such as: GPS units, compasses, clinometers, diameter tapes, field notebooks, and other equipment necessary to complete the project.

4.01 Project schedule for conduct of work
Following is a list of tasks associated with this project. It is understood that the Contractor may be working on different tasks at the same time after the pre-work meeting. The Compliance Forester for the DNR (or their representative) is expected to approve or disapprove completion of the task within five (5) working days after the Contractor submits required field notes and/or reports and notifies the Compliance Forester that the task has been completed.

<table>
<thead>
<tr>
<th>TASK</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-work meeting</td>
<td>10/15/2014</td>
</tr>
<tr>
<td>Forest sampling submission of data</td>
<td>TBD</td>
</tr>
<tr>
<td>Final inspection &amp; approval of project tasks by DNR Compliance Forester</td>
<td>06/15/2015</td>
</tr>
<tr>
<td>Summary report &amp; project feedback</td>
<td>06/15/2015</td>
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<tr>
<td>Approval of summary report by DNR Compliance Forester</td>
<td>06/30/2015</td>
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<tr>
<td>Authorization for final payment to contractor by DNR Compliance Forester</td>
<td>06/30/2015</td>
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</tbody>
</table>
5.01 Products and Timelines
The contractor shall be responsible for submitting the following information and reports:

1. Field notes
2. Forest Stand sample data via Allegro data recorder files.
3. FMU summary narrative report

Field notes, data and reports should be submitted to the DNR Compliance Forester within ten (10) working days after completion of the task on each FMU.

6.01 Acceptance Criteria for Products

The Compliance Forester for the DNR (or their representative) will accept or reject tasks submitted for approval within five (5) working days after submission. Submitted work will be checked for accuracy and adherence to guidelines set forth in the contract. If a task submitted for approval is not acceptable to the DNR, the Compliance Forester for the DNR will contact the contractor’s Project Leader to discuss reasons for disapproval and steps necessary to bring the work up to DNR standards. The contractor is then expected to provide a timeline for making the necessary changes to bring the work up to DNR standards within a reasonable period of time agreeable to both parties.

If unacceptable work is rejected a second time, the DNR reserves the right to charge the Contractor for additional cost incurred to the DNR for future inspections. This work will be charged at a rate of $50 per hour for all DNR employees (including support staff) used to approve the required task.

DNR reserves the right to request additional reports relating to various aspects of the project.
SECTION III Field Manual
INVENTORY PROTOCOL FOR SAMPLING STANDS OF SAPLING AND POLE SIZE TREES

DESIGN PURPOSE
This is the protocol for sampling stands composed primarily of 6” to 16”, diameter at breast-height (DBH) trees. It provides statistically sound samples for assessing and prioritizing stand management activities for density control, forest health, and small wood harvests. The data are sufficient for asset assessment, strategic planning, and developing short-term silvicultural prescriptions. Procedures are included for dealing with edge bias and very high density clumps.

STAND OBSERVATIONS
For each sampled stand record the following:
1. Stand identifier.
2. Observer name.
3. Date sampled.

SAMPLE POINTS AND PLOTS
Sample points are generated using the Random Start Sample Point Locator GIS application (Figure 1). The points are loaded into a GPS unit before starting the measurements. Sample points are positioned equal distance from each other, forming vertices of equilateral triangles. At each sample point, two separate tree sample plots are assessed; one plot for large trees and one plot for small trees.

Locating Sample Points
Use the GPS to navigate toward a mapped sample point until the GPS registers within 35 feet of the expected sample point position. Upon reaching the vicinity of the sample point (within 35') use the GPS to obtain a bearing and distance for final positioning. A tape and compass is then used to locate the sample point. This procedure seeks an unbiased sample point position that is close but not necessarily precisely at the specified coordinates.

If a mapped sample point is determined to be outside the stand boundary (based on its GPS coordinates) do not install any sample plots but record both tree sample plots as “Not Locatable”. Record sample points situated where plot installation is problematical as “Not Installed”. Examples are unsafe areas (cliffs, etc.) or locations where both plots are entirely contained within roads, rock outcrops, wetlands, etc.

Where sample points have been located, firmly mark the sample point with stout stick and provided flagging. Hang another 2-foot strip of flagging at eye-level near the sample point.

Installing Sample Plots
At each installed sample point, generate two circular sample plots, both centered on and extended outward from the sample point. The large plot samples trees greater than or equal to 5.5” DBH and the small plot samples trees less than 5.5” DBH but greater than one-foot in height. The large tree sample is nominal size 1/20th acre (26.3 feet) and the small tree plot is nominal size 1/100th acre (11.8 feet). Plot radii are horizontal distance measured to the nearest one-tenth foot. A tree is “in” the plot if at least 50% of its circumference is within the radii distance from the sample point. (Nominal plot size is not an exact expansion factor; actual expansion is the plot radii.)

SAMPLE POINT OBSERVATIONS
For each sample point record the following:
1. Sample point status:
   a. “Not Locatable” - outside stand boundary, no data to be collected.
   b. “Installed” – sample plots are installed and tree observations recorded (zero trees found is an
c. “Not Installed” – plots not installed due to un-safe conditions or all plots contained within a “non-stockable” area, e.g., rock outcrop, wetland, road prism, etc.

2. Percent of sample point non-stockable to nearest 10%, based on the area of the large-tree plot (null if “Not Locatable”). Non-stockable means that some portion of the area of the sample plot cannot grow trees in a repeatable productive manner, even if an “accidental” tree currently occupies such location, e.g., wetland, rock outcropping, talus, etc.

**TREE OBSERVATIONS**

Recorded data is different for trees sampled on the large-tree plot versus observations on the small-tree plot. Identification of trees selected on each plot should be made prior to data recording. Trees are located on only one sample plot; do not double count trees. Once a tree has been recorded as being on the large or small plot, it should not be changed, even if subsequent measurement indicates the tree was selected on the wrong sample plot.

**Large Tree Observations (>= 5.5” DBH)**

If more than fourteen (14) trees occur on the plot, the plot may be split (see Splitting Plots below).

Record for each tree:
1. Plot ID.
2. Tree ID.
3. Count, i.e., the number of trees this observation represents (typically one, but >= two for borderline tree or trees on a split plot).
4. Species (see species table).
5. An ocular estimate of DBH (nearest 1/10th inch).
6. Existing primary tree damage and severity (see damage code table).
7. Existing secondary tree damage and severity (see damage code table).
8. Future prescription class (prescription class table).

In addition, approximately 15% of the observed trees >= 5.5” DBH are automatically randomly selected for the following additional measurements. This selection takes place after the above variables have been entered in the electronic data recorder (EDR) and only for trees without recorded top damage (damage codes 96 or 98):

1. Using a diameter tape measure DBH (nearest 1/10th inch)
2. Using a height pole, clinometer, or laser, measure total tree height to an undamaged top (nearest one-foot).
3. Using a height pole, clinometer, or laser, measure BLC (base of the live crown) (nearest one-foot).

Do not change the estimated DBH after making a measurement: measurements are used to adjust “estimation bias” that is inherent in every observer.

**Small Tree Observations (<5.5” DBH and >= 1 foot tall)**

Small trees can be grouped together by species and DBH classes, i.e., 0” DBH (trees <4.5’ tall), .01”-1.49” DBH, 1.5”-3.49” DBH, and 3.5”-5.49” DBH. When trees are grouped select one of the grouped trees to represent the entire group. Record the following on each tree or the representative tree of the group:
1. Plot ID.
2. Tree ID, or ID of DBH group.
3. Count, i.e., the number of trees this tree observation represents (typically one or the number in the DBH group, but correctly adjusted for split plot or borderline tree conditions).
4. Species (see species table).
5. An ocular estimate of DBH of tree or group representative (nearest 1/10th inch).

**BORDERLINE TREES**

Trees sampled on plots located near stand boundaries may need correction for edge bias. Bias can occur when a tree is less than the fixed-plot radius from the stand boundary. Borderline or edge-of-stand-trees have their selection probabilities adjusted by increasing their tree count.
1. To determine a borderline sample tree, measure the distance from the sample point to the tree and the distance from the tree to the stand boundary. A tree is “borderline” if the distance from the tree to the stand boundary (projected along a line passing through the sample point and the tree) is less than the distance from the sample point to the tree; double the tree count for borderline trees (Figure 2).

2. When plots are split, do an additional doubling of the count for a borderline tree, i.e., multiply the count by two.

3. Ignore borderline trees can when the sample stand merges progressively with an adjacent stand resulting in no discernable boundary. However, if the stand boundary is indistinct, the drip line of live trees in the adjacent stand may be used to establish the boundary. Ascertain the stand boundary prior to performing a walkthrough solution.

SPLITTING PLOTS
If more than fourteen (14) trees occur on a sample plot (large or small tree plot) it may be split in half such that each half contains approximately an equal number of trees. After identifying the two half-plots, use a random number (EDR coin toss function) to choose one of the half-plots for sampling. If there are still more than fourteen (14) trees in the selected half-plot, again split the chosen half-plot into equal number of trees and use the coin-toss methodology to determine which quarter-plot to sample. When a plot is split, the tree count is duplicated for each split, i.e., if the plot is split once the tree count is doubled, if the plot is split twice the tree count is doubled again. Count for a borderline tree is multiplied by two on a split plot, i.e., a tree on a plot split in half will have a count of two, but because it is borderline, the count is multiplied by two, resulting in a count of four.

Identify the split plot half or quarter by flagging the farthest tree from the sample point (plot center) on opposite sides of the plot and flagging one tree within the split and near plot center.

SPECIES CODES

<table>
<thead>
<tr>
<th>Code</th>
<th>Conifer Species</th>
<th>Code</th>
<th>Hardwood Species</th>
</tr>
</thead>
<tbody>
<tr>
<td>YC</td>
<td>Alaska yellow cedar</td>
<td>AS</td>
<td>Aspen</td>
</tr>
<tr>
<td>DF</td>
<td>Douglas-fir</td>
<td>MA</td>
<td>Bigleaf maple</td>
</tr>
<tr>
<td>ES</td>
<td>Engelmann spruce</td>
<td>BC</td>
<td>Black cottonwood</td>
</tr>
<tr>
<td>GF</td>
<td>Grand fir</td>
<td>CA</td>
<td>Cascara</td>
</tr>
<tr>
<td>LP</td>
<td>Lodgepole pine</td>
<td>CH</td>
<td>Cherry</td>
</tr>
<tr>
<td>MH</td>
<td>Mountain hemlock</td>
<td>AC</td>
<td>Crabapple</td>
</tr>
<tr>
<td>NF</td>
<td>Noble fir</td>
<td>DG</td>
<td>Dogwood</td>
</tr>
<tr>
<td>SF</td>
<td>Pacific silver fir</td>
<td>HW</td>
<td>Hawthorn</td>
</tr>
<tr>
<td>PY</td>
<td>Pacific yew</td>
<td>OA</td>
<td>Oregon ash</td>
</tr>
<tr>
<td>PP</td>
<td>Ponderosa pine</td>
<td>OO</td>
<td>Oregon oak</td>
</tr>
<tr>
<td>OC</td>
<td>Port Orford cedar</td>
<td>MD</td>
<td>Pacific madrone</td>
</tr>
<tr>
<td>RJ</td>
<td>Rocky Mtn. juniper</td>
<td>BR</td>
<td>Paper birch</td>
</tr>
<tr>
<td>SP</td>
<td>Scotch pine</td>
<td>RA</td>
<td>Red alder</td>
</tr>
<tr>
<td>SQ</td>
<td>Sequoia</td>
<td>WA</td>
<td>White alder</td>
</tr>
<tr>
<td>SS</td>
<td>Sitka spruce</td>
<td>WO</td>
<td>Willow</td>
</tr>
<tr>
<td>AF</td>
<td>Subalpine fir</td>
<td></td>
<td></td>
</tr>
<tr>
<td>WH</td>
<td>Western hemlock</td>
<td></td>
<td></td>
</tr>
<tr>
<td>WL</td>
<td>Western larch</td>
<td></td>
<td></td>
</tr>
<tr>
<td>RC</td>
<td>Western redcedar</td>
<td></td>
<td></td>
</tr>
<tr>
<td>WP</td>
<td>Western white pine</td>
<td></td>
<td></td>
</tr>
<tr>
<td>WB</td>
<td>Whitebark pine</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
PRESCRIPTION CLASS CODES
Prescription codes identify short-run harvest recommendation.

<table>
<thead>
<tr>
<th>Prescription Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cut Tree</td>
<td>Typically, either some damage or limited growth potential, &lt;30% crown ratio. Undamaged trees with crown ratios &gt; 30% may be classed as “cut” if they occur in dense clumps or patches.</td>
</tr>
<tr>
<td>Leave Tree</td>
<td>Typically, no damage with moderate to high growth potential, &gt;30% crown ratio. Trees with minor damage or crown ratios &lt;30% may be classed as “leave” if they occur in low-density openings.</td>
</tr>
</tbody>
</table>

DAMAGE CODES
Damages are listed in priority order, e.g., record a broken top and root disease before recording mistletoe. Note, damage code 98, candelabrum multiple tops, is used where no dominant leader is present. A tree that is simply forked (schoolmarm) without reduced top-height growth is considered undamaged with respect to damage codes 96 and 98. Codes 96 and 98 are nearly always mutually exclusive, i.e., only one code is used per tree.

<table>
<thead>
<tr>
<th>Code</th>
<th>Damage</th>
<th>Code</th>
<th>Severity</th>
</tr>
</thead>
<tbody>
<tr>
<td>00</td>
<td>No Damage Present</td>
<td></td>
<td></td>
</tr>
<tr>
<td>96</td>
<td>Broken, missing, or dead top</td>
<td>1 or 2</td>
<td>1 = minor damage less than 20% of height,</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2 = severe damage &gt; 20% of height.</td>
</tr>
<tr>
<td>98</td>
<td>Multiple boles or stems, Candelabrum appearance with no dominant leader.</td>
<td>1 or 2</td>
<td>1 = minor damage less than 20% of height,</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2 = severe damage &gt; 20% of height.</td>
</tr>
<tr>
<td>60</td>
<td>Root disease</td>
<td>1 - 3</td>
<td>1 = tree within 30’ of source</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2 = Fruiting body, stain or decay</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>3 = Crown deterioration</td>
</tr>
<tr>
<td>30</td>
<td>Dwarf Mistletoe</td>
<td>1 - 6</td>
<td>Score each 1/3 of crown as:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1 if &lt;50% branches infected, or</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2 if ≥50% branches infected</td>
</tr>
</tbody>
</table>

QUALITY ASSURANCE CRITERIA
Resolution (precision) and tolerance (accuracy) of recorded observations are listed below. Quality issues occur when the number of established plots is in error or when tree observation tolerance levels are exceeded.

<table>
<thead>
<tr>
<th>Observed Characteristic</th>
<th>Resolution</th>
<th>Tolerance ±</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sample Point</td>
<td></td>
<td>35 feet</td>
</tr>
<tr>
<td>Position</td>
<td>Exact</td>
<td>Exact</td>
</tr>
<tr>
<td>Plot Size</td>
<td>Exact</td>
<td>Exact</td>
</tr>
<tr>
<td>Number of Plots</td>
<td>Exact</td>
<td>Exact</td>
</tr>
<tr>
<td>Plot Status</td>
<td>Exact</td>
<td>Exact</td>
</tr>
<tr>
<td>Plot Percent Non-Stockable</td>
<td>Unit</td>
<td>Exact</td>
</tr>
<tr>
<td>Tree Observations</td>
<td></td>
<td>10%</td>
</tr>
<tr>
<td>Tree Count</td>
<td>Unit</td>
<td>Exact</td>
</tr>
<tr>
<td>Species</td>
<td>Species</td>
<td>Exact</td>
</tr>
<tr>
<td>Estimated Diameter</td>
<td>1/10th inch</td>
<td>Greater of 1 inch or 10% of DBH</td>
</tr>
<tr>
<td>Measured Diameter</td>
<td>1/10th inch</td>
<td>0.2”</td>
</tr>
<tr>
<td>Measured Height</td>
<td>1 foot</td>
<td>Greater of 1 foot or 10% of height</td>
</tr>
<tr>
<td>Measured BLC</td>
<td>1 foot</td>
<td>Greater of 1 foot or 10% of BLC</td>
</tr>
<tr>
<td>Damage</td>
<td>Category</td>
<td>Exact</td>
</tr>
<tr>
<td>Severity</td>
<td>Category</td>
<td>1 class</td>
</tr>
<tr>
<td>Prescription Class</td>
<td>Category</td>
<td>Exact</td>
</tr>
</tbody>
</table>
DELIVERABLES

a. All FMU data will be delivered to the DNR in electronic format. Delivery will be by electronic file and e-mailed to the DNR Compliance Forester.

b. A forest health assessment stocking narrative will be completed following completion of each unit. This will include stand level observations of stocking levels and past management in the FMU’s.

CRUISE AUDITING/CHECK CRUISING

a. A pre-work meeting is required prior to beginning work. The pre-work will include at least one representative from the contractor and one or more representatives from the DNR that shall include the Compliance Forester. A request for the pre-work must be received by the DNR at least 48 hours prior to the date requested.

b. DNR may audit any data, maps, summaries and reports submitted to the Compliance Forester prior to acceptance for payment. Work will be audited for accuracy and completeness. Audits will be on an FMU-by-FMU basis.

c. Cruise volumes, regeneration surveys, and forest health assessment data will be considered acceptable if DNR determines all of the above are within +/- 10% of DNR’s check cruise estimate. Comparisons will be based on an FMU basis at the DNR’s discretion.

d. Units that are considered unacceptable by audit must be reworked within five working days of such notice and will be subject to re-inspection or additional review prior to approval for payment.

e. Payment will be made upon final acceptance by the DNR of all units as prescribed in the personal services contract.

DNR CONTACTS

Compliance Forester;  Albert Durkee  
Klickitat Unit Forester  
DNR Southeast Region  
713 Bowers Road  
Ellensburg, WA  
Cell: (541) 490-3678  
Email:  albert.durkee@dnr.wa.gov

Project Manager;  Annette Painovich  
Forest Health Coordinator  
DNR Northeast Region  
225 S Silke Road  
Colville, WA 99114  
Phone: 509-685-2737  
Email:  annette.painovich@dnr.wa.gov
Exhibit B
Forest Health and Stocking Assessment Narrative

General Information

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>Region:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract #:</td>
<td>District:</td>
</tr>
<tr>
<td>Cruiser:</td>
<td>Completion Date:</td>
</tr>
<tr>
<td>FMU#:</td>
<td></td>
</tr>
</tbody>
</table>

Stocking: Observations of portions of the unit above or below the average stocking of the FMU, overall density dependent mortality, recommendation of unit thinning requirement (high, medium, low).

Disease Problems Noted During Cruise (Include severity & portion of unit where problem occurs):

Insect Problems Noted During Cruise (Include severity & portion of unit where problem occurs):

Other Observations (Operability issues, unusual wildlife species, cultural resources, etc.):
Exhibit C
Forest Health Damaging Agents and Severity Codes

Damaging Agents

- Insects-defoliators
  - Severity Codes
    - **Absent**
    - **Low** – present
    - **Moderate** – expect top kill
    - **High** - mortality

- Insects-beetles
  - Severity Codes
    - **Absent**
    - **Low** – present
    - **Moderate** – red or fading crowns
    - **High** - mortality

- Disease-root rot
  - Severity Codes
    - **Absent**
    - **Low** – within 30 feet of infected tree
    - **Moderate** – visible symptoms
    - **High** – mortality

- Disease-mistletoe
  - Severity Codes
    - **Absent**
    - **Low** – Hawksworth rating of 1 to 2 (See Attachment D-4)
    - **Moderate** – Hawksworth rating of 3 to 4 (See Attachment D-4)
    - **High** – Hawksworth rating of 5 to 6 (See Attachment D-4)
Exhibit D

The Hawksworth six-class dwarf mistletoe rating system

**Instructions**

**Step 1** Divide live crown into thirds.

**Step 2** Rate each third separately.
Each third should be given a rating of 0, 1, or 2 as described below:

(0) no visible infections
(1) light infection (1/2 or less of total number of branches in the third infected)
(2) heavy infection (more than 1/2 total number of branches in the third infected)

**Step 3** Add ratings of thirds to obtain rating for total tree.

**Example**

If this third has no visible infections, its rating is 0.

If this third is lightly infected, its rating is 1.

If this third is heavily infected, its rating is 2.

The tree in this example gets a rating of: 0 + 1 + 2 = 3.
FMU POLYGON AND SAMPLE POINT INFORMATION

FMU_NM: BULLFROG U1
FMU_ID: 60161
Acres: 243
County: Yakima

Township: T07R12E
DNR Region: SOUTHEAST
Total Sample Points: 47
Spacing Between Points: 475

Legend:
- Sample Points
- FMU polygon
- Public Land Survey Sections
- Contours 40 ft

Washington State Department of Natural Resources
Peter Goldmark, Commissioner of Public Lands

Aug 05, 2014 03:53 PM
Award of contract shall be on a “lowest total bid” basis.

At the following rates, the undersigned hereby offers and agrees to furnish materials, equipment, supplies, supervision, and services in compliance with all terms, conditions and specifications of Invitation to Bid/Contract Number 1537.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Unit Name &amp; Number.</th>
<th># of Plots</th>
<th>Unit Bid Price (Per Plot)</th>
<th>Unit Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>PP DFC U03</td>
<td>6</td>
<td>$ ___________________/Plot</td>
<td>$ __________</td>
</tr>
<tr>
<td>2</td>
<td>PP DFC U04</td>
<td>35</td>
<td>$ ___________________/Plot</td>
<td>$ __________</td>
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<tr>
<td>3</td>
<td>PP DFC U05</td>
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September 18, 2014 Glenwood Stand Survey Contract # 1537
The business named hereon is certified by the Office of Minority and Women's Business Enterprises and is bidding as a ________________ owned business. (Enter either minority or woman, if appropriate.)

- **Firm Name** ________________
- **Address** _________________________________
- **Signature** ____________________________
- **City and State** ____________________________
- **Title** ____________________________
- **Phone** ________________________________

**Note:**

Detach and return one (1) copy of this form.

---

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**Total number of Plots** 2,381  
**Total Bid** $_________
SECTION V
OFFER and CONTRACT AWARD

OFFER (For Bidder Use Only)

On condition of a contract award within sixty (60) days of bid opening and for the bid price the undersigned hereby offers and agrees to furnish materials, equipment, supplies, supervision, and services in compliance with all terms, conditions and specifications of Invitation to Bid/Contract Number 1537. 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)                  (Signature)               (Date)

________________________  ________________________
(Address)                      (Typed or Printed Name)

________________________  ________________________
(City)  (State)  (Zip)            (Title)

________________________  ________________________
(UBI No.)                     (phone No.)

__________  ________________________
(L & I Industrial Insurance Account No.)     (Federal I.D. No. or Social Security No.)

____________  ________________________
(Farm Labor Contractor License No.)            (Date)

________________________
(Contract AWARD (For Dept. of Nat. Resources Use Only)

Contract Number 1537 is hereby awarded and executed between ________________________________ and the State of Washington, Department of Natural Resources, to be effective __________ , 20_____. This award is for all items listed on Bid Form (Section IV).

State of Washington,
Department of Natural Resources

________________________
By:                         ________________________
                          (Signature)               (Date)

________________________
Todd Welker
Southeast Region Manager
713 Bowers Road
Ellensburg, WA 98926-9301
Phone # 509-925-8510

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

September 18, 2014 Glenwood Stand Survey Contract # 1537

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