



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

## INVITATION TO BID: GROUND HERBICIDE CONTRACT

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

Draft contract is attached to this invitation.

<u>Contract #</u>	<u># Acres</u>	<u># Units</u>	<u>Location</u>	<u>Comments</u>
1596	1,482	38	NW Region	

### 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 **1:00 pm on Wednesday, January 20<sup>th</sup>, 2016.**

## **Bid Contents**

Each bid shall include all five of the following items:

- 1) Bid Form (Section III-A of the draft contract),
- 2) Contractor's Declaration of Industrial Insurance Status (Section III-B of the draft contract);
- 3) Solicitation to Offer (Section III-C of the draft contract);
- 4) Photocopy of Washington State Farm Labor Contractors License; 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: Jean Fike, Northwest Region Manager  
In Care of: Peter Hurd  
Northwest Region Intensive Management Forester  
Washington State Department of Natural Resources  
919 North Township Street  
Sedro Woolley, WA 98284

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

Lower left corner: Ground Herbicide – "Sealed Bid"  
Invitation to Bid on Contract Number: 1596

## **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 must be signed in ink. If the bid is made by a corporation, it shall be signed by the corporation's authorized designee. Incomplete or unsigned bids may be rejected.

## **Offer to Contract**

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

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

## **Bid Deposit**

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

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

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

After DNR and the lowest responsible bidder sign the contract, bid deposits will be returned to all unsuccessful bidders. In the event the bidder rejects award of any contract included in this Invitation to Bid, the bidder will forfeit the bid deposit.

### **Bidder Insurance**

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

### **Bid Opening**

At the time and date specified in the bid delivery clause above, all bids will be opened and read aloud. Individuals who wish to request special accommodations for the bid opening (e.g., sign language, interpreters, Braille, etc.) should contact the DNR's Northwest 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(s) will be required to show photo identification and sign on the bid summary sheet before the bid will be released.

### **Rejection of Bids**

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

### **Lowest Responsible Bidder**

Award of the contract shall be to the lowest responsible bidder as determined by the DNR. In determining the lowest responsible bidder, in addition to price, the following may be considered (RCW 39.26.160): (a) the bidder's ability, capacity, and skill to perform the contract; (b) the bidder's character, integrity, reputation, judgment, experience, and efficiency; (c) whether the bidder can perform the contract within the time specified; (d) the quality of the bidder's previous contract performance with the DNR or other landowners; and (e) the bidder's previous and current compliance with laws relating to the contract or services. The DNR's determination that a bidder is not qualified may result in rejection of the bid submitted.

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

### **Award Letter**

The DNR makes every effort to mail an award letter with instructions and 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). Please follow the link for instructions on how to register, or contact OFM at:

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

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

### **Special Remarks**

**The term of this contract is from March 28<sup>th</sup>, 2016 to May 20<sup>th</sup>, 2016.**

**Please note long walk-ins and closed/abandoned roads as identified on Unit Maps. Closed roads are based on the best available information, but potential contractors should verify access before bidding.**

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

**Gate Access: All gates associated with this contract will use locks that require a F1-3 key. This key is available from the Northwest Region main office in Sedro Woolley.**

**Provide proof of 2016 Farm Labor Contractor's License or letter of exemption from the Department of Labor & Industries before work begins.**

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

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

<b>HOSPITAL NAME</b>	<b>ADDRESS</b>	<b>CITY</b>	<b>ZIP</b>	<b>PHONE</b>
St. Joseph Hospital	2901 Squalicum Parkway	Bellingham	98225	360-734-5400
United General Hospital	1971 Highway 20	Sedro Woolley	98284	360-856-6021
Skagit Valley Medical Center	1415 E Kincaid St.	Mt. Vernon	98273	360-424-4111
Cascade Valley Hospital	330 S Stillaguamish Ave.	Arlington	98223	360-435-2133
Valley General Hospital	14701 179th St. SE	Monroe	98272	360-794-7497
Providence General Hospital	14th and Colby Ave.	Everett	98201	425-261-2000



WASHINGTON STATE DEPARTMENT OF  
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Northwest Region  
919 North Township Street  
Sedro Woolley, WA 98284  
360-856-3500

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## **Contract Number #1596**

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**Contract Digest:** Ground Herbicide (Thinline)

**Contract Scope:** 1482 acres in Skagit, Snohomish and Whatcom Counties

**Term of Contract:** Monday, March 28th, 2016 – Friday, May 20<sup>th</sup>, 2016

■ Definitions

### **SECTION I – CONTRACT CLAUSES**

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

### **SECTION II – MAPS AND UNIT INFORMATION**

- A. Unit Descriptions and Special Requirements
- B. Unit Maps
- C. Vicinity Map

### **SECTION III – FORMS FOR BIDDER TO COMPLETE**

- A. Bid Form
- B. Contractor's Declaration of Industrial Insurance Status
- C. Solicitation to Offer and Contract Award

## DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

**'Work'** means the services Contractor is required to satisfactorily complete this Contract found in Section I-A - General Provisions, Section I-B - Specifications for the Activity, Section II - Unit Description and Section IIA – Requirements/Mixes.

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

## SECTION I-A: GENERAL PROVISIONS

### A-01 Contractor's Warranty

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

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

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

### A-02 Modifications

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

### A-03 Contract Complete

This contract is the final expression of the parties' agreement. There are no understandings, agreements, or representations, expressed or implied, which are not specified in this contract.

### A-05 Scope of DNR Advice

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

### A-06 Performance Security

Contractor agrees to furnish, within ten (10) business days of receipt of the award letter, security in the amount of [ten percent (10%) of the total awarded contract price]. The security shall be in the form of certified check or cashiers' check made payable to the Washington State Department of Natural Resources, an irrevocable letter of credit, or a savings account assignment. A letter of credit must comply with Title 62A RCW, Article 5. This security guarantees performance of this contract and payment of any damages resulting from Contractor's noncompliance with any

contract provisions, negligent or imprudent actions, or the law. Performance security must remain in full force over the duration of the contract. In the event DNR needs to utilize the security, Contractor may be required to replace the portion(s) utilized within five (5) business days of receiving written notice from DNR. Contractor shall not operate unless the performance security has been accepted by DNR. If at any time DNR decides that the security document or amount has become unsatisfactory, Contractor agrees to suspend operations and, within 30 days of notification, to replace the security with one acceptable to DNR or to supplement the amount of the existing security.

**A-07 Contract Modification or Cancellation**

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

**A-08 Attachments**

The following attached documents are hereby incorporated by reference:

No attachments.

**A-09 Compliance with all Laws**

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

**A-10 Licenses and Permits**

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

**A-11 Indemnity**

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

**A-12 Insurance**

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

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

issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

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

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

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

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

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

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

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

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

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

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

**A. Commercial General Liability (CGL) Insurance:** Contractor shall maintain general liability (CGL) insurance covering claims for bodily injury, personal injury, or property damage arising on the property and/or out of Contractor's operations and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 (or a substitute form for providing equivalent coverage). All insurance shall cover liability

arising out of premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract), and contain separation of insured (cross liability) condition.

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

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

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

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

### **A-13 Safety Compliance**

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

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

of imminent danger is present. The Work area will remain shut down until the danger has been removed by Contractor.

**A-14 Venue**

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

**A-15 Dispute Resolution**

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

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

**A-16 Subcontracting**

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

**A-17 Nondiscrimination**

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

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

**A-18 Pre-Work Conference**

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

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

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

- A. Name(s) and contact information for Contractor and Designated Contract Representative(s), including all personnel authorized to sign Unit completion forms and payment invoices;
- B. Names(s) and contact information for the Contract Manager and Compliance Forester(s);
- C. The Work Schedule for this contract;

- D. Time interval(s) at which Units will be processed for payment; and
- E. Clarification of any unique requirements or conditions of the Work within this contract prior to commencing Work.

**A-20 Work Delay**

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

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

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

**A-22 Work Days**

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

**A-23 Breach of Contract**

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

**A-24 Default of Contract**

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

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

Contractor and workers shall be familiar with the Washington State Forest Fire Protection Requirements and adhere to them. These requirements are found in:  
[Revised Code of Washington Chapter 76.04](#)

**A-26 Inspection**

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

**A-27 Fire Extinguishers**

Personal fire extinguishers are required for each saw operator. A fire waiver may be granted by the DNR's Region Fire Control Manager. If a fire waiver is granted, Contractor shall abide by the provisions of the waiver.

**A-28 Spark Arresters**

All of Contractor's spark emitting engines will be equipped with spark arresters. The lists adopted by the agency are from the National Wildfire Coordinating Group (NWCG): [NWCG approved spark arrestor lists](#)

**A-29 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-30 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-31 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-32 Camping**

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

**A-33 Term of Contract** The term of this contract is from March 28, 2016 to May 20, 2016. The contract shall not be extended without written permission from the DNR Region Manager.

## SECTION I-B: SPECIFICATIONS FOR THE ACTIVITY

Contractor shall transport, mix, and apply herbicide to all Units according to the specifications of this section and as identified on the Unit Description Form.

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

Contractor shall provide all of the following:

- A. A minimum crew size of 5 workers unless otherwise approved by the Compliance Forester;
- B. Adequate crew supervision, including at least one qualified non-spraying, English speaking foreperson per crew, unless otherwise allowed by the Compliance Forester. The foreperson must have one season (at least three (3) months) of spraying experience. Documentation of a foreperson’s experience shall be provided to DNR upon request;
- C. A licensed Commercial Operator or Applicator in the Work area when herbicide is being applied.
- D. Transportation for all workers, equipment, and materials to the Units.
- E. Serviceable equipment to satisfactorily accomplish treatment of acres described in the Unit Description.
- F. All safety equipment needed to meet all legal requirements for the Work.
- G. All approved herbicides, adjuvants and carriers for the Work as specified in the Unit Description(s). Approved substitutions for brand name herbicides are listed below.

#### Thinline

Brand Name Herbicides And Adjuvants	Approved Substitute(s)	
Garlon 4 EPA # 62719-40	Element 4 Tahoe 4E Triclopyr 4E	EPA # 62719-40 EPA # 228-517 EPA # 42750-126
Petroleum Substitute	W.E.B. Oil	N/A
	Brush and Basal Oil	N/A
	Forest Crop Oil	N/A

- H. Liquid coloring agent if specified in the Unit Description(s). Liquid coloring agent shall be "BullsEye" (blue or red) manufactured by Milliken Chemicals; an equivalent product may be substituted if approved in writing by DNR.
- I. Contractor shall bear all costs of operation not specifically furnished by DNR.

### **B-02 Herbicide Application Requirements**

Contractor shall be responsible for all of the following:

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

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

**B-03 Boundaries**

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

**B-04 Contractor Safety Responsibilities**

In addition to the Safety Compliance requirements identified in Clause A-13, Contractor is responsible for initiating, maintaining, and supervising the additional safety precautions below, and ensuring that workspaces and materials meet the following requirements in connection with the performance of the work.

- A. Contractor shall maintain an accurate record of exposure data on all incidents relating to the Work resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment. Contractor shall immediately report any such incident to DNR. DNR shall, at all times, have a right of access to all records of exposure.
- B. Contractor shall ensure that the use of herbicides authorized by this Contract in the performance of the Work shall be done in conformance with product labeling. If there is a conflict between product labeling and applicable environmental law, then the applicable law shall apply to Contractor's actions.
- C. Contractor shall provide all persons working in the Work area with information and training on hazardous chemicals in their work at the time of their initial assignment, and whenever a new hazard is introduced into their Work area.

1. Information. At a minimum, Contractor shall inform persons working in the Work area of:
  - a. The requirements of Chapter 296-62 WAC, General Occupational Health Standards;
  - b. Any operations in their Work area where hazardous chemicals are present; and
  - c. The location and availability of written hazard communication programs, including the required list(s) of hazardous chemicals and material safety data sheets required by Chapter 296-62 WAC.
2. Training. At a minimum, Contractor shall provide training for persons working in the Work area which includes:
  - a. Methods and observations that may be used to detect the presence or release of a hazardous chemical in the Work area (such as monitoring conducted by the employer, continuous monitoring devices, visual appearance of odor of hazardous chemicals when being released, etc.);
  - b. The physical and health hazards of the chemicals in the Work area and the appropriate methods for the use of herbicide chemicals used to perform the Work;
  - c. The measures such persons can take to protect themselves from these hazards including specific procedures Contractor, or its Subcontractors, or others have implemented to protect those in the Work area from exposure to hazardous chemicals, such as appropriate work practices, emergency procedures, and personal protective equipment to be used; and
  - d. The details of the hazard communications program developed by Contractor, or its Subcontractors, including an explanation of the labeling system and the material safety data sheet, and how employees can obtain and use the appropriate hazard information.
3. Except as otherwise authorized by this Contract to carry out the Work, Contractor's responsibility for hazardous, toxic, or harmful substances shall include the following duties:
  - a. Contractor shall not keep, use, dispose, transport, generate, or sell on or about the Work area, any substances now or hereafter designated as, or which are subject to regulation as, hazardous, toxic, dangerous, or harmful by any federal, state, or local law, regulation, statute or ordinance (hereinafter collectively referred to as "hazardous substances"), in violation of any such law, regulation, statute, or ordinance.
  - b. Contractor shall promptly notify DNR of all spills or releases of any hazardous substances which are otherwise required to be reported to any regulatory agency and pay the cost of cleanup. Contractor shall promptly notify DNR of all failures to comply with any federal, state, or local law, regulation, or ordinance; all inspections of the Work area by any regulatory entity concerning the same; all regulatory orders or fines; and all responses or interim cleanup actions taken by or proposed to be taken by any government entity or private party in the Work area.

- c. Contractor shall perform all Work with due regard for the safety of the public, and shall minimize interruptions of vehicular traffic or inconveniences to pedestrians. Contractor shall be responsible to make all arrangements to care for such traffic. All expenses involved in the maintenance of traffic by way of detours shall be borne by Contractor.

**B-05 Unit Description**

The Unit Description details the characteristics and specific Work requirements for each unit. If specific requirements of the Unit Description conflict with the specifications in this section of the contract, the specific requirements of the Unit Description will prevail.

**B-06 Weather Conditions**

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

- A. Air temperature of less than 40 degrees F (40°F) or greater than 85 degrees F (85°F); or
- B. Wind velocity greater than twelve (12) miles per hour; or
- C. Soil rainfall causes water to run down stems of target plants; or
- D. The Compliance Forester determines spray conditions are unsuitable.

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

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

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

## **SECTION I-C: Compliance Inspection and Payments**

### **C-01 Field Inspections**

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

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

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

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

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

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

### **C-03 Payments**

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

#### **A. L&I Insurance Premiums**

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

#### **B. Payment Schedule**

The DNR shall make payments, in such amounts as DNR determines are properly due in accordance with the Work Schedule. Payments may be made by the month, unit, or by one total payment. Details of payment schedule will be determined in the Pre-Work Conference (Clause A-19) and will be set forth in the Work Schedule which shall become a part of this Contract once approved by DNR. DNR will attempt to comply with the desires and needs of

Contractor but assumes no legal duty or obligation to adhere to the schedule of payment so arranged.

**C. Partial Payment**

Partial Payment may be made upon completion of part of a unit as determined by DNR. Request for partial payment is to be made by Contractor utilizing Contractor's Billing Invoice and Compliance Report provided by DNR. Contractor or Designated Contract Representative shall sign Contractor's Billing Invoice and Compliance Report after completion of each such "sub-unit" being submitted for payment. DNR will then make payment recommendations for the invoice and forward Contractor's Billing Invoice and Compliance Report to DNR's Region office for processing.

**D. Unit Completion Form**

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

**E. Verification Traverse**

If a Unit's acreage is disputed, Contractor may request a verification traverse by DNR. The request must be in writing and signed by Contractor. DNR will base the rate of pay on the acres determined from the verification traverse. If the net acres specified in the Unit Description (Section II-A) are correct within plus or minus five percent ( $\pm 5\%$ ) after the verification traverse, Contractor shall pay for the verification traverse at a rate of ten dollars (\$10.00) per one hundred (100) feet of traversed boundary.

**F. Reduction in Payment**

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

1. Work not in accordance with the Contract Documents;
2. Reasonable evidence that the Work required by the Contract Documents cannot be completed for the unpaid balance of the Contract Sum;
3. Work by DNR to correct defective Work or complete the Work;
4. Failure to perform in accordance with the Contract Documents; or
5. Cost or liability that may occur to DNR as the result of Contractor's fault or negligent acts or omissions.

**Contract 1596 - Section IIA - Northwest Region Unit Description: Special Requirements and General Information**

UNIT NUMBER	LEGAL	FMU NAME	ACRES	Special Requirements					General Information				
				ACTIVE INGREDIENT	AJ CONCENTRATION	MIX RATIO	CARRIER	DYE	MINIMUM CREW SIZE	ELEVATION (feet)	SLOPE %	TRUST	COMMENTS
NW-1	T40N T06E S27	NORTH SPRINGS VRH	34	Triclopyr	4.0 lbs/gal or 61.6%	75% Triclopyr and 25% basal oil per solution	Petroleum Substitute	Required	5	1211-1930	20-94	01	
NW-2	T38N R04E S29,32,33	PUFFBALL U1	99	Triclopyr	4.0 lbs/gal or 61.6%	75% Triclopyr and 25% basal oil per solution	Petroleum Substitute	Required	5	608-1440	0-62	02,03	
NW-3	T38N R05E S32	PUFFBALL U2	7	Triclopyr	4.0 lbs/gal or 61.6%	75% Triclopyr and 25% basal oil per solution	Petroleum Substitute	Required	5	644-881	16-61	03	
NW-4	T37N R05E S04	CHILLY WATER U4	14	Triclopyr	4.0 lbs/gal or 61.6%	75% Triclopyr and 25% basal oil per solution	Petroleum Substitute	Required	5	671-834	14-35	01,04	
NW-5	T37N R05E S03	CHILLY WATER U3	25	Triclopyr	4.0 lbs/gal or 61.6%	75% Triclopyr and 25% basal oil per solution	Petroleum Substitute	Required	5	692-1337	14-85	01,03	
NW-6	T37N R05E S22	RAMS HORN U1	55	Triclopyr	4.0 lbs/gal or 61.6%	75% Triclopyr and 25% basal oil per solution	Petroleum Substitute	Required	5	495-725	0-43	01	
NW-7	T37N R05E S22	RAMS HORN U2	8	Triclopyr	4.0 lbs/gal or 61.6%	75% Triclopyr and 25% basal oil per solution	Petroleum Substitute	Required	5	599-759	10-36	01	
NW-8	T37N R05E S27	LIL 40 U2B	27	Triclopyr	4.0 lbs/gal or 61.6%	75% Triclopyr and 25% basal oil per solution	Petroleum Substitute	Required	5	565-917	10-71	01	
NW-9	T37N R05E S27	LIL 40 U2A	24	Triclopyr	4.0 lbs/gal or 61.6%	75% Triclopyr and 25% basal oil per solution	Petroleum Substitute	Required	5	705-1174	13-47	01	
NW-10	T37N R05E S25,36	CATALINA	38	Triclopyr	4.0 lbs/gal or 61.6%	75% Triclopyr and 25% basal oil per solution	Petroleum Substitute	Required	5	1088-1232	0-24	01	
NW-11	T36N R05E S02	GOOD BYE CHRISTIE U2	40	Triclopyr	4.0 lbs/gal or 61.6%	75% Triclopyr and 25% basal oil per solution	Petroleum Substitute	Required	5	790-1508	14-61	01	
NW-12	T36N R05E S36	HOBSON CEDAR U3	26	Triclopyr	4.0 lbs/gal or 61.6%	75% Triclopyr and 25% basal oil per solution	Petroleum Substitute	Required	5	258-287	0-7	03	
NW-13	T35N R05E S02	SPARE TIRE U2	42	Triclopyr	4.0 lbs/gal or 61.6%	75% Triclopyr and 25% basal oil per solution	Petroleum Substitute	Required	5	734-1349	15-45	01	
NW-14	T35N R05E S36	HIGHSORENSEN U1	27	Triclopyr	4.0 lbs/gal or 61.6%	75% Triclopyr and 25% basal oil per solution	Petroleum Substitute	Required	5	654-1028	4-67	03	
NW-15	T35N R05E S36	HIGHSORENSEN U2	38	Triclopyr	4.0 lbs/gal or 61.6%	75% Triclopyr and 25% basal oil per solution	Petroleum Substitute	Required	5	473-1196	11-60	03	
NW-16	T33N R06E S26	PINK FLAMINGO U1	41	Triclopyr	4.0 lbs/gal or 61.6%	75% Triclopyr and 25% basal oil per solution	Petroleum Substitute	Required	5	625-1115	3-88	01,08	
NW-17	T33N R05E S23,24,25,26	PINK FLAMINGO U2	51	Triclopyr	4.0 lbs/gal or 61.6%	75% Triclopyr and 25% basal oil per solution	Petroleum Substitute	Required	5	651-1049	0-67	01,04,08	
NW-18	T32N R06E S05	GRANDVIEW U1	31	Triclopyr	4.0 lbs/gal or 61.6%	75% Triclopyr and 25% basal oil per solution	Petroleum Substitute	Required	5	919-1697	21-88	01	
NW-19	T32N R06E S08,09,16	STILLY VIEW U1	57	Triclopyr	4.0 lbs/gal or 61.6%	75% Triclopyr and 25% basal oil per solution	Petroleum Substitute	Required	5	198-1049	6-97	01	
NW-20	T33N R07E S34	ROCKABILLIE U3	24	Triclopyr	4.0 lbs/gal or 61.6%	75% Triclopyr and 25% basal oil per solution	Petroleum Substitute	Required	5	1003-1429	1-50	01	
NW-21	T32N R07E S03,04	DIDGERIDOO U1	88	Triclopyr	4.0 lbs/gal or 61.6%	75% Triclopyr and 25% basal oil per solution	Petroleum Substitute	Required	5	598-980	0-72	01	
NW-22	T33N R10E S10	VADUZ U6	21	Triclopyr	4.0 lbs/gal or 61.6%	75% Triclopyr and 25% basal oil per solution	Petroleum Substitute	Required	5	531-675	0-40	03	
NW-23	T33N R10E S10	VADUZ U8	30	Triclopyr	4.0 lbs/gal or 61.6%	75% Triclopyr and 25% basal oil per solution	Petroleum Substitute	Required	5	704-1518	0-97	03	
NW-24	T33N R10E S26,27	VADUZ U4	42	Triclopyr	4.0 lbs/gal or 61.6%	75% Triclopyr and 25% basal oil per solution	Petroleum Substitute	Required	5	1008-2118	21-83	01	

**Contract 1596 - Section IIA - Northwest Region Unit Description: Special Requirements and General Information**

UNIT NUMBER	LEGAL	FMU NAME	ACRES	Special Requirements					General Information				
				ACTIVE INGREDIENT	AJ CONCENTRATION	MIX RATIO	CARRIER	DYE	MINIMUM CREW SIZE	ELEVATION (feet)	SLOPE %	TRUST	COMMENTS
NW-25	T32N R06E S1,S2,4 T32N R07E S19	TWITCH U3	54	Triclopyr	4.0 lbs/gal or 61.6%	75% Triclopyr and 25% basal oil per solution	Petroleum Substitute	Required	5	673-1451	4-91	01	
NW-26	T32N R06E S25	TREMBLE U2	34	Triclopyr	4.0 lbs/gal or 61.6%	75% Triclopyr and 25% basal oil per solution	Petroleum Substitute	Required	5	867-1264	5-70	01	
NW-27	T31N R06E S02	CRITTER U2	40	Triclopyr	4.0 lbs/gal or 61.6%	75% Triclopyr and 25% basal oil per solution	Petroleum Substitute	Required	5	571-707	0-29	01	
NW-28	T31N R05E S03	RAGEDY BEAR	33	Triclopyr	4.0 lbs/gal or 61.6%	75% Triclopyr and 25% basal oil per solution	Petroleum Substitute	Required	5	320-600	6-53	03	
NW-29	T31N R06E S22	EMPERORS VIEW U4	13	Triclopyr	4.0 lbs/gal or 61.6%	75% Triclopyr and 25% basal oil per solution	Petroleum Substitute	Required	5	1036-1216	8-37	01	
NW-30	T31N R06E S22,23,26,27	EMPERORS VIEW U1	57	Triclopyr	4.0 lbs/gal or 61.6%	75% Triclopyr and 25% basal oil per solution	Petroleum Substitute	Required	5	813-1361	3-212	01	
NW-31	T29N R07E S33 T28N R07E S04	APALOOSA U2	61	Triclopyr	4.0 lbs/gal or 61.6%	75% Triclopyr and 25% basal oil per solution	Petroleum Substitute	Required	5	1058-1206	0-33	01	
NW-32	T28N R08E S06 T28N R07E S01	OO LONG U3	33	Triclopyr	4.0 lbs/gal or 61.6%	75% Triclopyr and 25% basal oil per solution	Petroleum Substitute	Required	5	851-1003	0-32	01	
NW-33	T28N R08E S07	CLEMENTINE U2	37	Triclopyr	4.0 lbs/gal or 61.6%	75% Triclopyr and 25% basal oil per solution	Petroleum Substitute	Required	5	643-702	0-15	01	
NW-34	T28N R09E S06	PASSING LANE U2	40	Triclopyr	4.0 lbs/gal or 61.6%	75% Triclopyr and 25% basal oil per solution	Petroleum Substitute	Required	5	1105-1729	15-95	07	
NW-35	T28N R08E S01,02,11,12	WORTHY ADVERSARY U1	47	Triclopyr	4.0 lbs/gal or 61.6%	75% Triclopyr and 25% basal oil per solution	Petroleum Substitute	Required	5	1121-2070	0-112	03,06,07	
NW-36	T28N R08E S02,03,11	GARDEN PARTY U3	34	Triclopyr	4.0 lbs/gal or 61.6%	75% Triclopyr and 25% basal oil per solution	Petroleum Substitute	Required	5	869-1104	4-40	03	
NW-37	T28N R08E S16,17,20	TRAILER U5	68	Triclopyr	4.0 lbs/gal or 61.6%	75% Triclopyr and 25% basal oil per solution	Petroleum Substitute	Required	5	500-989	0-86	01	
NW-38	T27N R07E S16,17	EQUINOX U2	42	Triclopyr	4.0 lbs/gal or 61.6%	75% Triclopyr and 25% basal oil per solution	Petroleum Substitute	Required	5	749-1327	1-54	01	
Total Acres for Item			<b>1,482</b>										

Contract period is from Monday, 3/28/16, through Friday, 5/20/16.

Current substitutions for triclopyr allowed are: Garlon 4, Element 4, Tahoe 4E. Current substitutions for carriers allowed are: W.E.B. Oil, Brush and Basal Oil, and Forest Crop Oil.

Minimum crew size refers to number of herbicide applicators and not crew foremen.

Treatment Rates and Techniques: (Thinline) Apply herbicide with a backpack sprayer in a thin stream to all sides of the stems approximately 6' above the stem origin. The stream should be directed horizontally to produce a narrow band of herbicide around each stem. Stems over 1.5' in diameter should have complete circular coverage. Applicator's equipment and application method must be in compliance with herbicide labels and Department of Agriculture regulations. Avoid contact with conifers. Do not apply treatment when raining or stem surfaces are frozen. Herbicide dye must be compatible with petroleum substitute carrier and should be mixed at 2.5 ounces per gal of herbicide/oil solution. No water is included as part of the carrier. Herbicide must be mixed on site in the presence of the DNR compliance representative. Applicator's equipment and application method must be in compliance with herbicide labels and Department of Agriculture regulations.

See attached maps for boundary descriptions.

## **SECTION II-B: UNIT MAPS**

# UNIT MAP

## Ground Herbicide - THINLINE

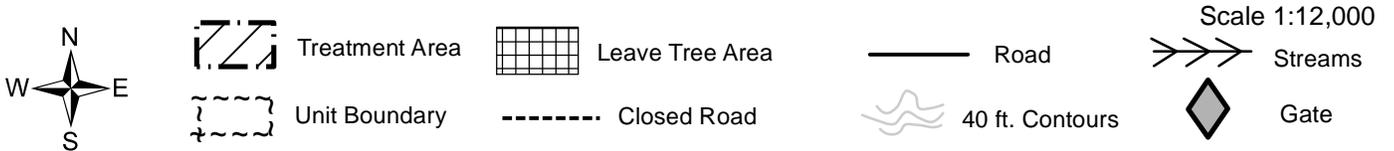
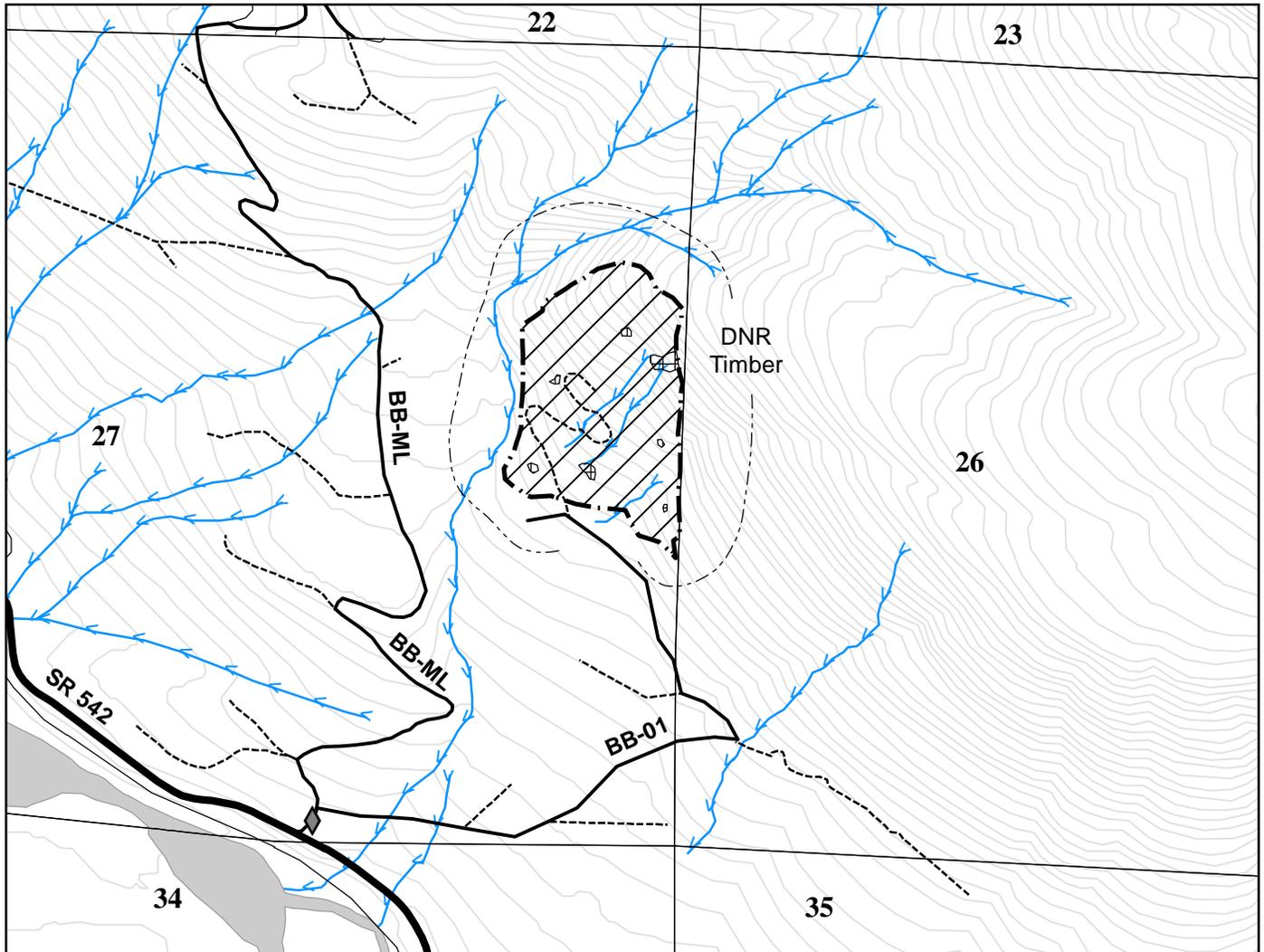
Invitation to Bid No. 1596

Unit No. NW-1

UNIT NAME: NORTH SPRINGS VRH  
 FMU ID: 73231  
 TRUST: 01  
 ACRES: 34

REGION: NORTHWEST  
 DISTRICT: BAKER  
 LOCAL: DEMING  
 COUNTY: WHATCOM

LEGAL: T40N R06E S27  
 ELEVATION: 1211-1930



Directions: From Maple Falls, travel 3.8 miles east on SR 542 to the BB-ML. Pass through the gate and turn immediately right onto the BB-01. Continue 1.0 mile on the BB-01 to the unit.

# UNIT MAP

## Ground Herbicide - THINLINE

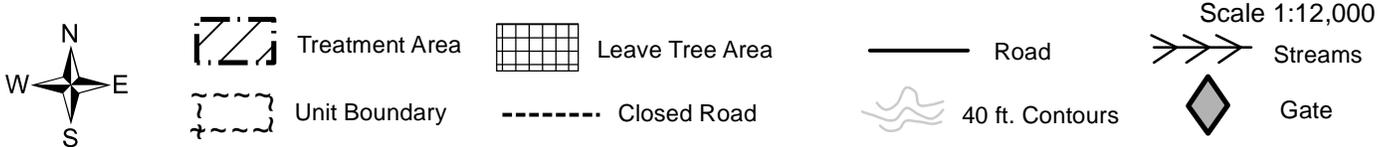
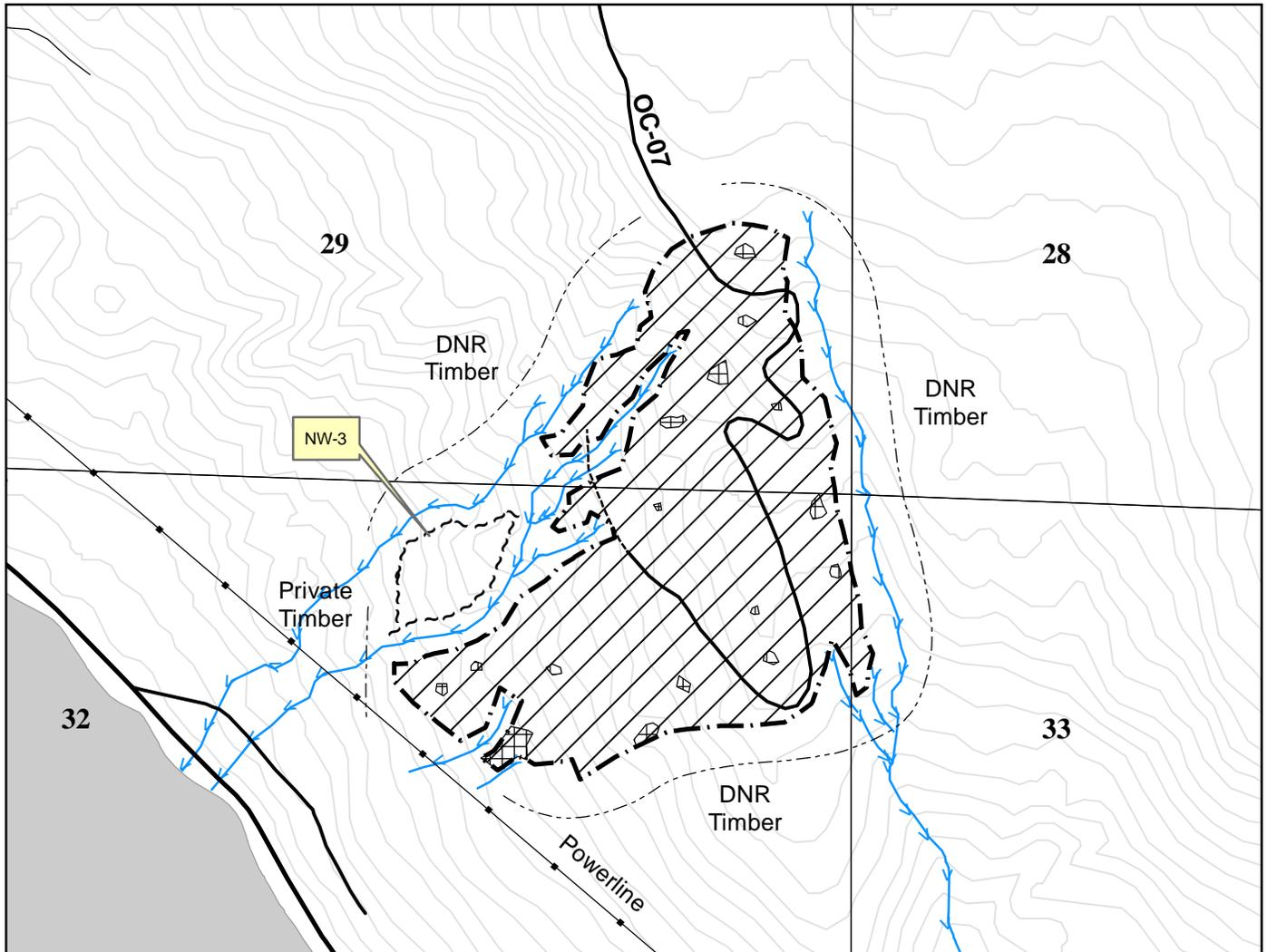
Invitation to Bid No. 1596

Unit No. NW-2

UNIT NAME: PUFFBALL U1  
 FMU ID: 71194  
 TRUST: 02,03  
 ACRES: 99

REGION: NORTHWEST  
 DISTRICT: BAKER  
 LOCAL: HAMILTON  
 COUNTY: WHATCOM

LEGAL: T38N R04E S29,32,33  
 ELEVATION: 608-1440



Directions: From the intersection of Hwy 542 and Y road, travel 3.5 miles south on Y road to the OC-ML. Turn left onto the OC-ML, pass through the gate, and continue 0.6 mile to the OC-07. Turn right onto the OC-07 and travel 2.2 miles to the unit.

# UNIT MAP

## Ground Herbicide - THINLINE

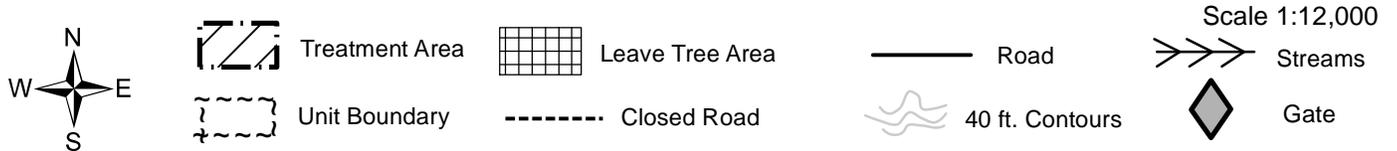
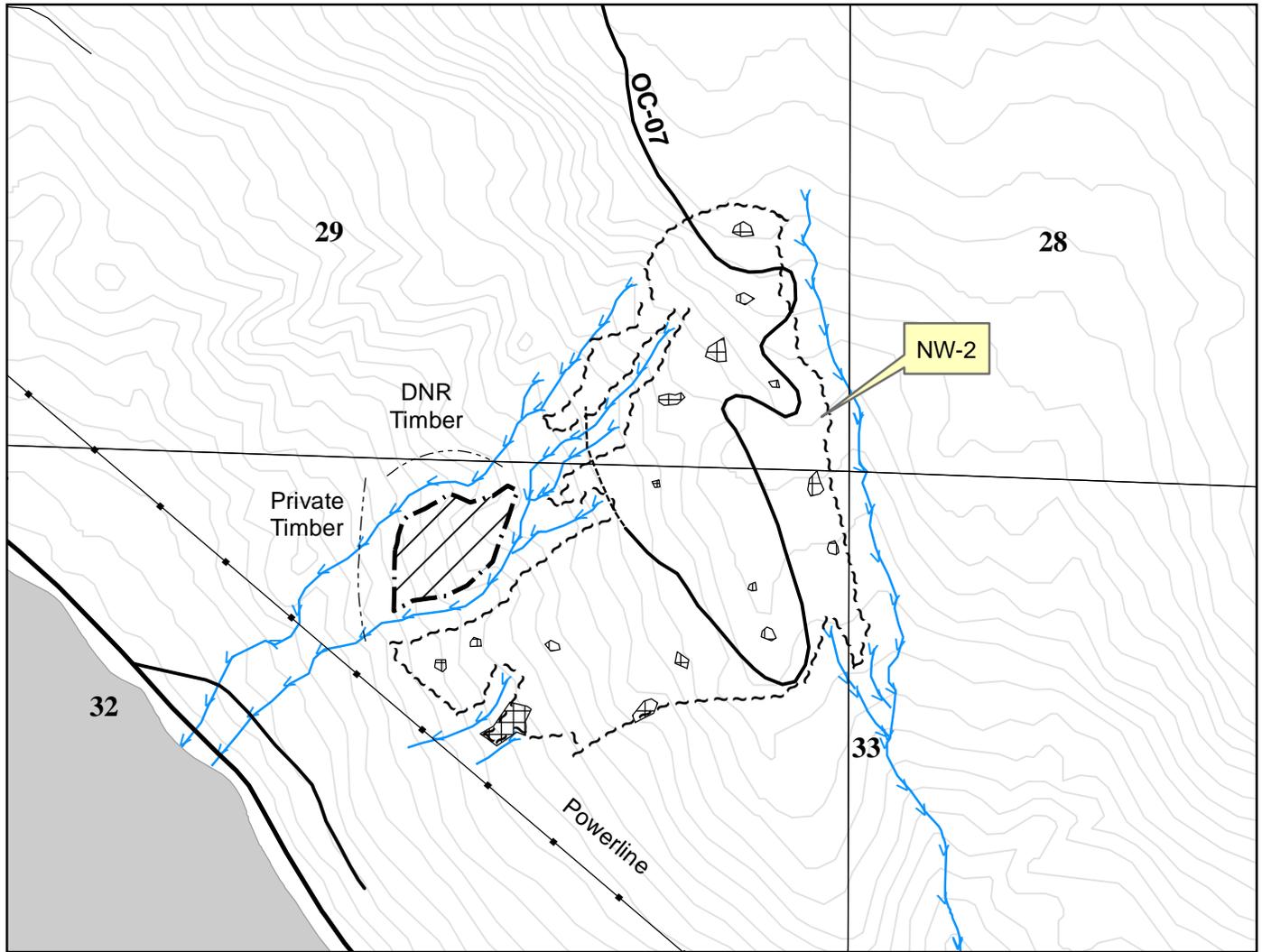
Invitation to Bid No. 1596

Unit No. NW-3

UNIT NAME: PUFFBALL U2  
 FMU ID: 71191  
 TRUST: 03  
 ACRES: 7

REGION: NORTHWEST  
 DISTRICT: BAKER  
 LOCAL: HAMILTON  
 COUNTY: WHATCOM

LEGAL: T38N R04E S32  
 ELEVATION: 644-881



Directions: From the intersection of Hwy 542 and Y road, travel 3.5 miles south on Y road to the OC-ML. Turn left onto the OC-ML, pass through the gate, and continue 0.6 mile to the OC-07. Turn right onto the OC-07 and travel 3.2 miles to the unit. There is a 0.2 mile walk to the unit.

# UNIT MAP

## Ground Herbicide - THINLINE

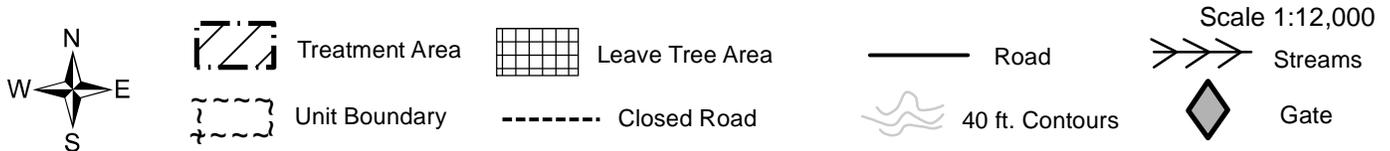
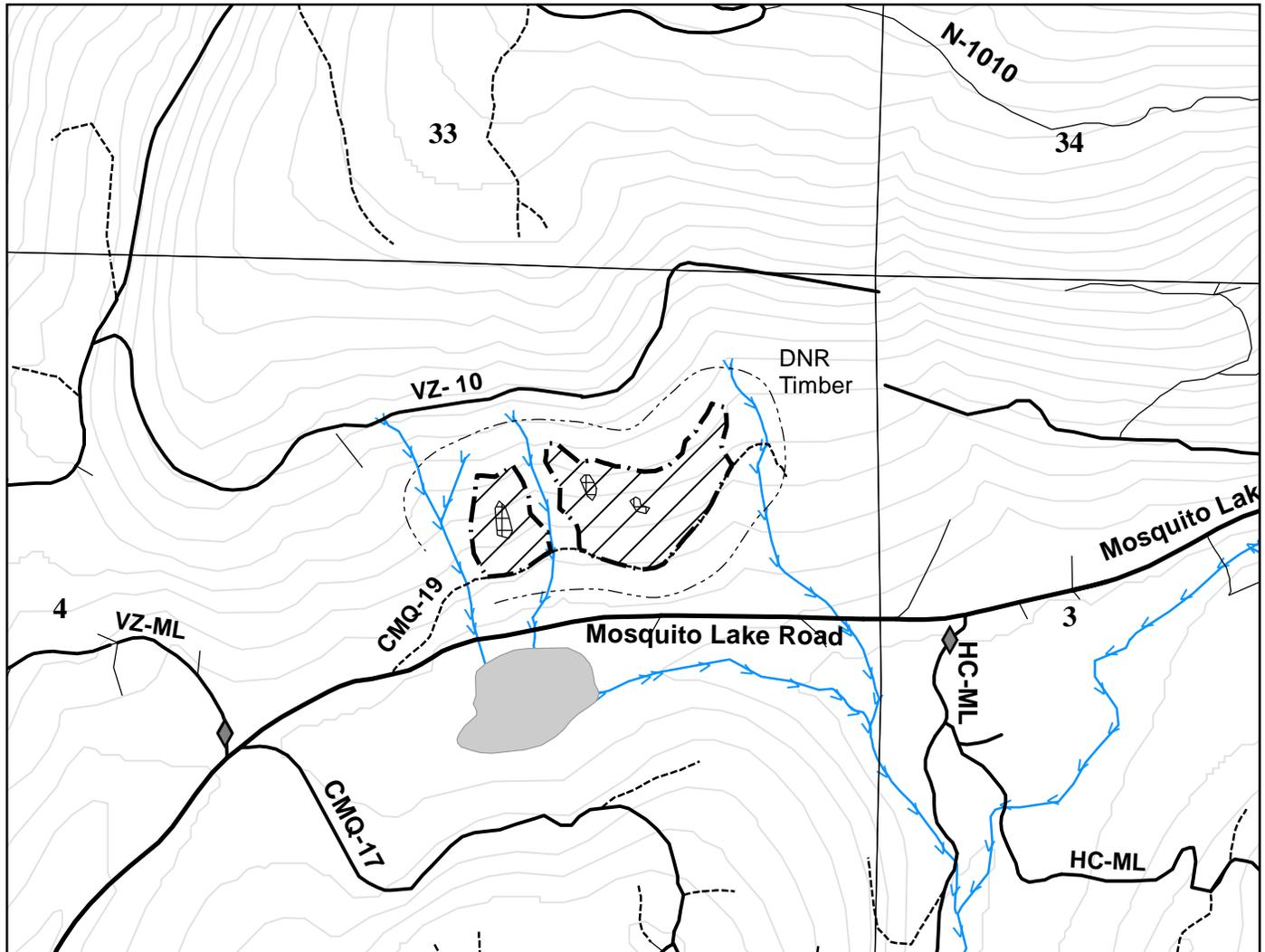
Invitation to Bid No. 1596

Unit No. NW-4

UNIT NAME: CHILLY WATER U4  
 FMU ID: 28202  
 TRUST: 01,04  
 ACRES: 14

REGION: NORTHWEST  
 DISTRICT: BAKER  
 LOCAL: HAMILTON  
 COUNTY: WHATCOM

LEGAL: T37N R05E S04  
 ELEVATION: 671-834



Directions: From Acme, travel 1.9 miles east on Mosquito lake road to the CMQ-19. There is a 0.2 mile walk to the unit.

# UNIT MAP

## Ground Herbicide - THINLINE

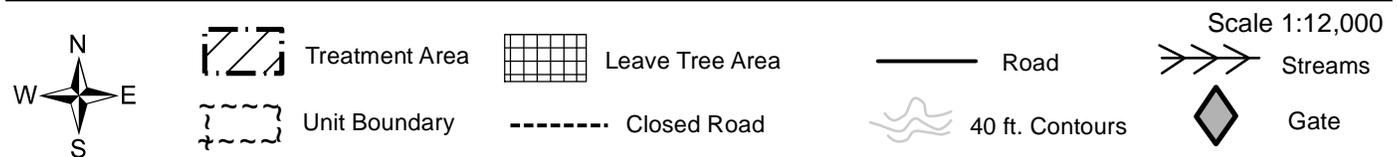
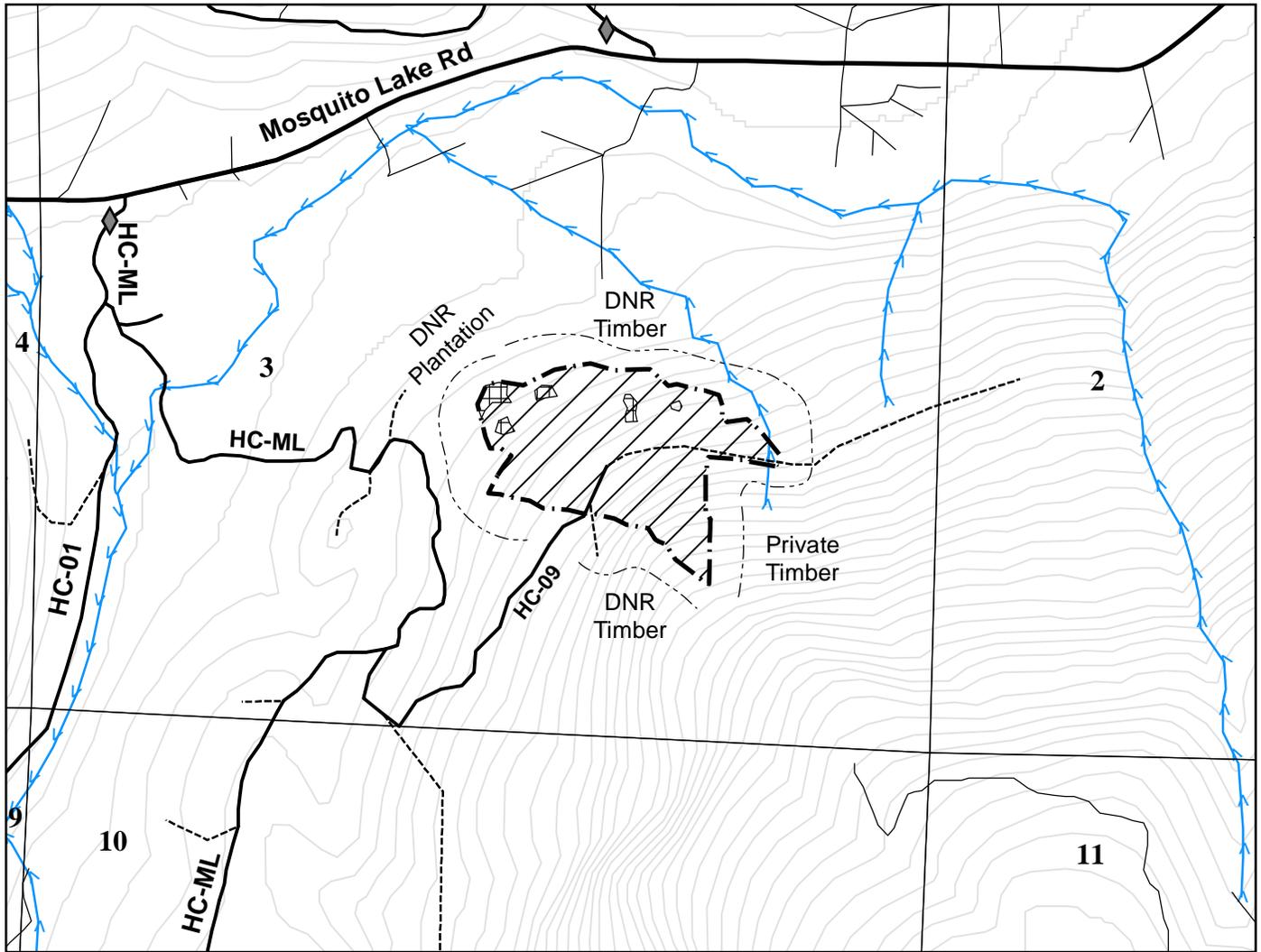
Invitation to Bid No. 1596

Unit No. NW-5

UNIT NAME: CHILLY WATER U3  
 FMU ID: 31573  
 TRUST: 01,03  
 ACRES: 25

REGION: NORTHWEST  
 DISTRICT: BAKER  
 LOCAL: HAMILTON  
 COUNTY: WHATCOM

LEGAL: T37N R05E S03  
 ELEVATION: 692-1337



Directions: From Acme, travel east 2.5 miles on Mosquito Lake Rd to the HC-ML. Turn right onto the HC-ML, pass through the gate, and travel 0.1 mile to the HC-01. Bear left to stay on the HC-ML and travel 0.9 mile to the HC-09. Turn left onto the HC-09 and travel 0.5 miles to the unit.

# UNIT MAP

## Ground Herbicide - THINLINE

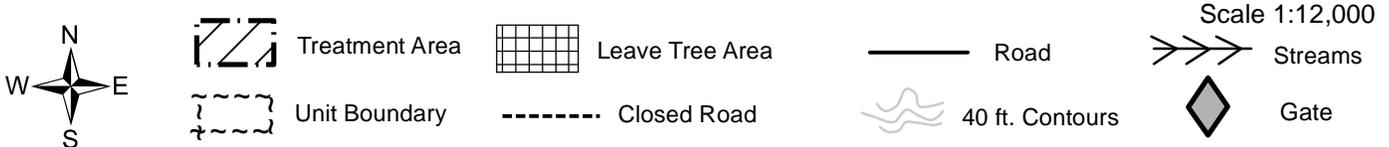
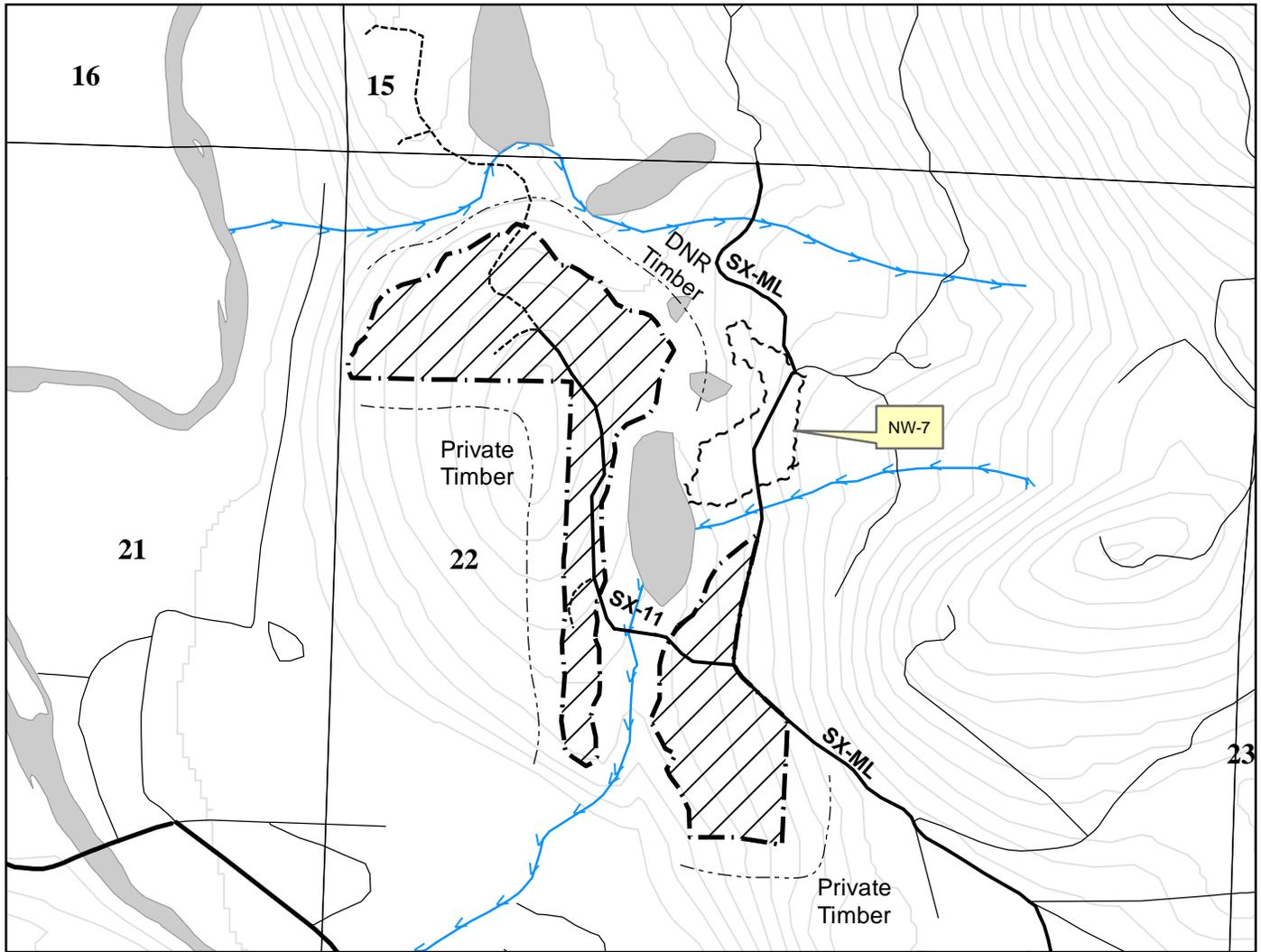
Invitation to Bid No. 1596

Unit No. NW-6

UNIT NAME: RAMS HORN U1  
 FMU ID: 22134  
 TRUST: 01  
 ACRES: 55

REGION: NORTHWEST  
 DISTRICT: BAKER  
 LOCAL: HAMILTON  
 COUNTY: WHATCOM

LEGAL: T37N R05E S22  
 ELEVATION: 495-725



Directions: From Sedro-Woolley, travel 12.7 miles north on Hwy 9 to Saxon Rd. Turn right onto Saxon Road and continue 3.3 miles to a "Y" at the end of the road. Continue straight onto the SK-ML and travel 1.0 mile to the unit.

# UNIT MAP

## Ground Herbicide - THINLINE

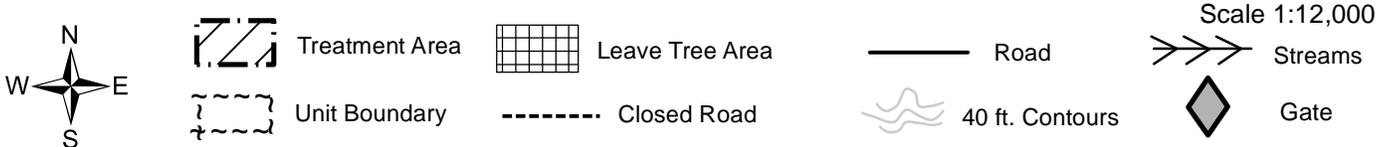
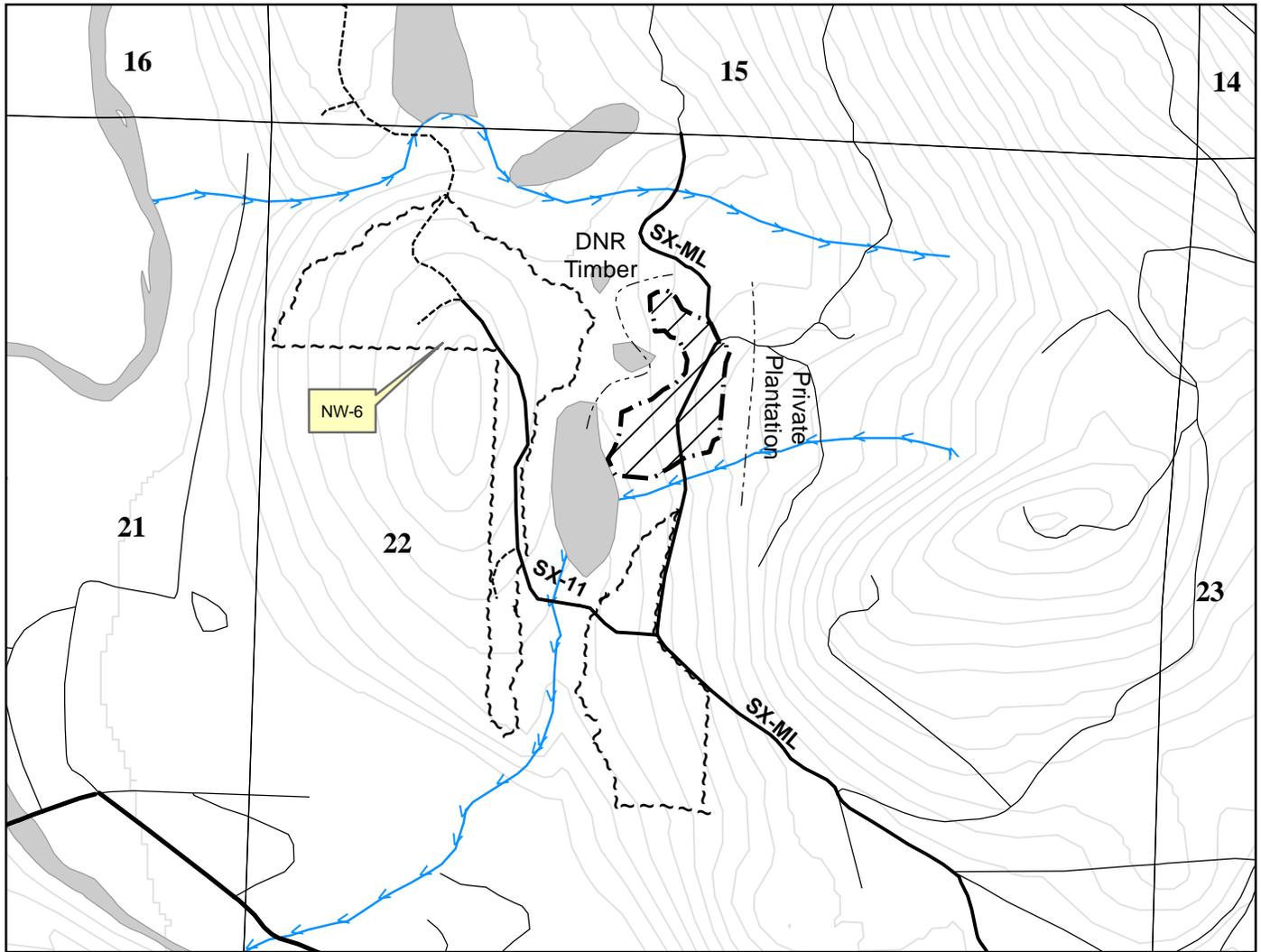
Invitation to Bid No. 1596

Unit No. NW-7

UNIT NAME: RAMS HORN U2  
 FMU ID: 22135  
 TRUST: 01  
 ACRES: 8

REGION: NORTHWEST  
 DISTRICT: BAKER  
 LOCAL: HAMILTON  
 COUNTY: WHATCOM

LEGAL: T37N R05E S22  
 ELEVATION: 599-759



Directions: Directions: From Sedro-Woolley, travel 12.7 miles north on Hwy 9 to Saxon Rd. Turn right onto Saxon Road and continue 3.3 miles to a "Y" at the end of the road. Continue straight onto the SK-ML and travel 1.2 mile to the unit.

# UNIT MAP

## Ground Herbicide - THINLINE

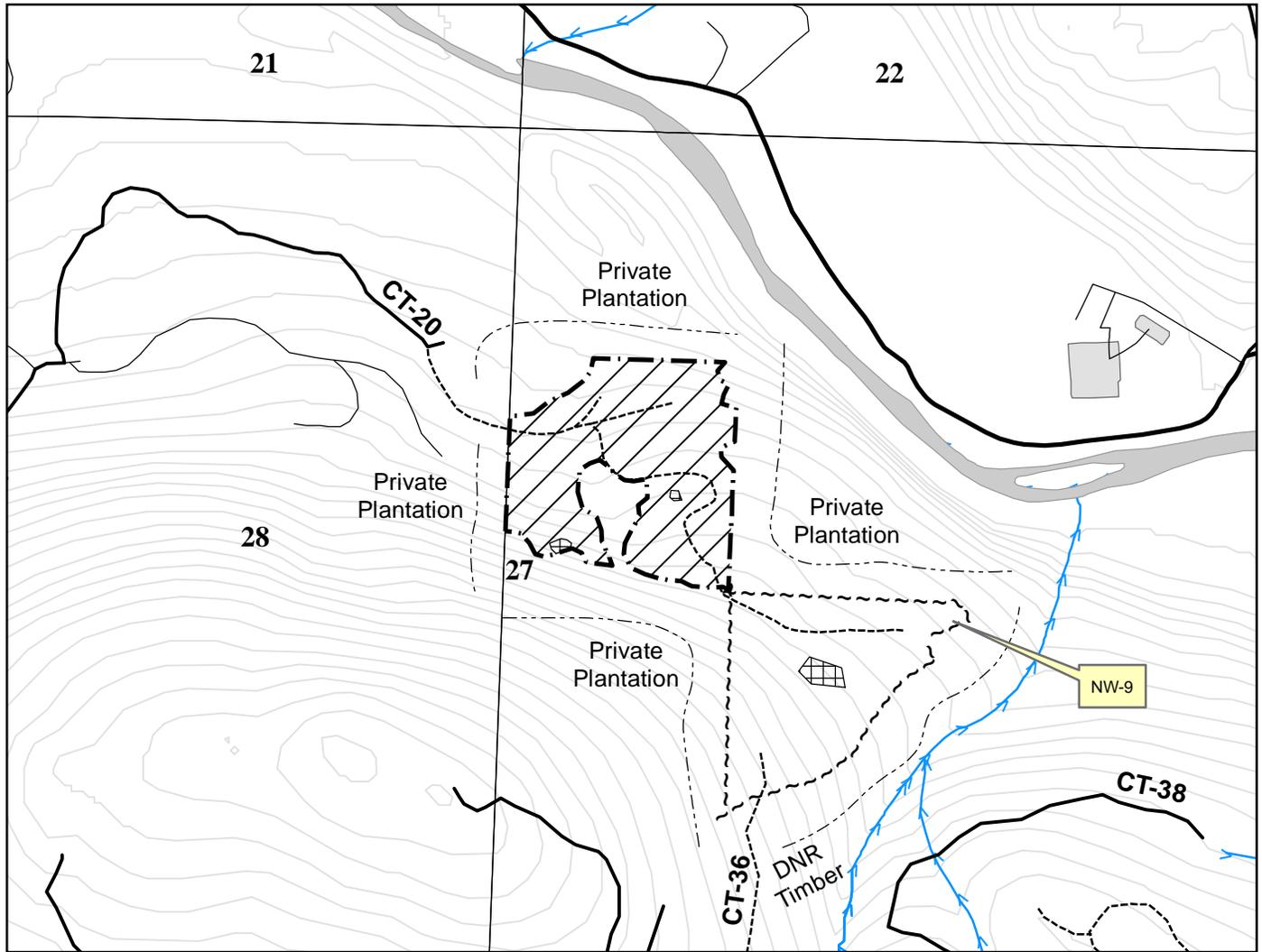
Invitation to Bid No. 1596

Unit No. NW-8

UNIT NAME: LIL 40 U2B  
 FMU ID: 27781  
 TRUST: 01  
 ACRES: 27

REGION: NORTHWEST  
 DISTRICT: BAKER  
 LOCAL: HAMILTON  
 COUNTY: WHATCOM

LEGAL: T37N R05E S27  
 ELEVATION: 565-917



Directions: From Sedro Woolley, travel north 13 miles on HWY 9 to Doran Rd. Turn right onto Doran Rd. and travel 0.3 mile to Innis Creek Rd. Turn right onto Innis Creek Rd and travel 0.7 miles to the CT-ML. Turn left onto the CT-ML and travel 2.0 miles to the CT-20. Bear left onto the CT-20 and travel 1.0 mile to where the road is abandoned. There is a 0.2 mile walk to the unit.

# UNIT MAP

## Ground Herbicide - THINLINE

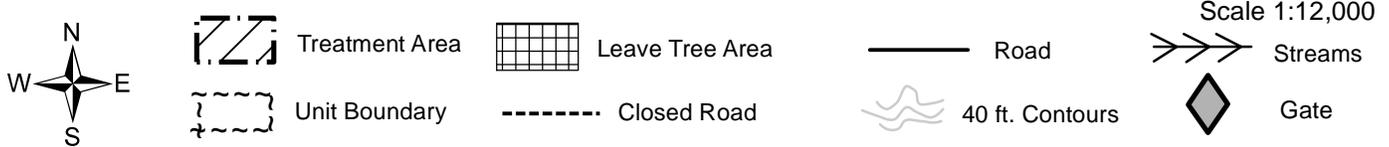
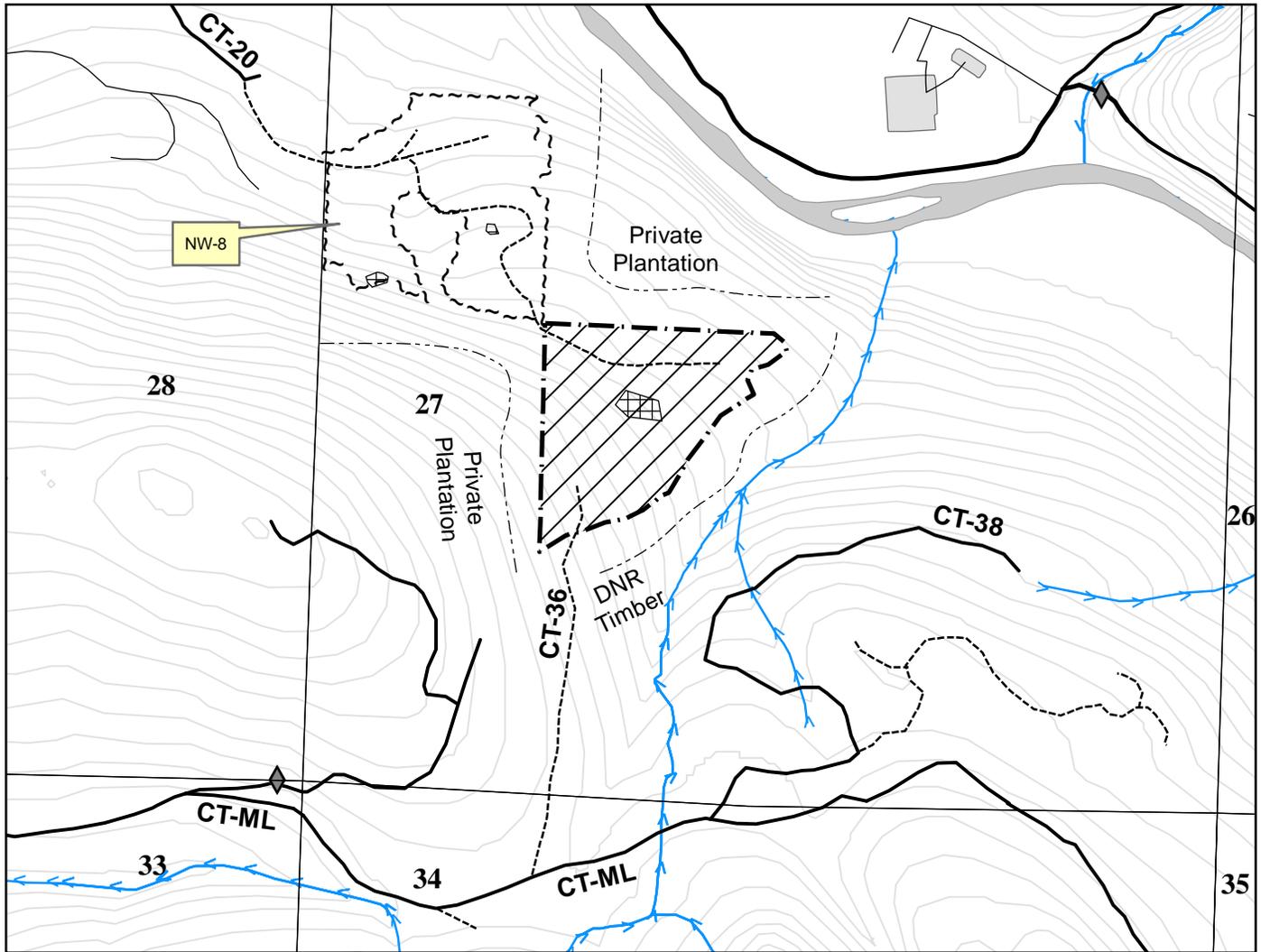
Invitation to Bid No. 1596

Unit No. NW-9

UNIT NAME: LIL 40 U2A  
 FMU ID: 28193  
 TRUST: 01  
 ACRES: 24

REGION: NORTHWEST  
 DISTRICT: BAKER  
 LOCAL: HAMILTON  
 COUNTY: WHATCOM

LEGAL: T37N R05E S27  
 ELEVATION: 705-1174



Directions: From Sedro Woolley, travel north 13 miles on HWY 9 to Doran Rd. Turn right onto Doran Rd. and travel 0.3 mile to Innis Creek Rd. Turn right onto Innis Creek Rd and travel 0.7 miles to the CT-ML. Turn left onto the CT-ML and travel 2.0 miles to the CT-20. Turn right to stay on the CT-ML and travel 1.2 miles to the abandoned CT-36. There is a 0.4 mile walk on the CT-36 to the unit.

# UNIT MAP

## Ground Herbicide - THINLINE

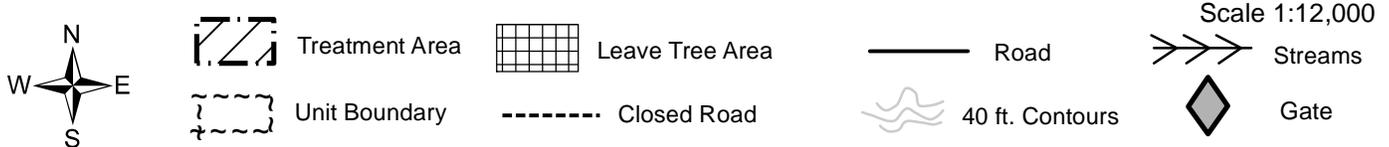
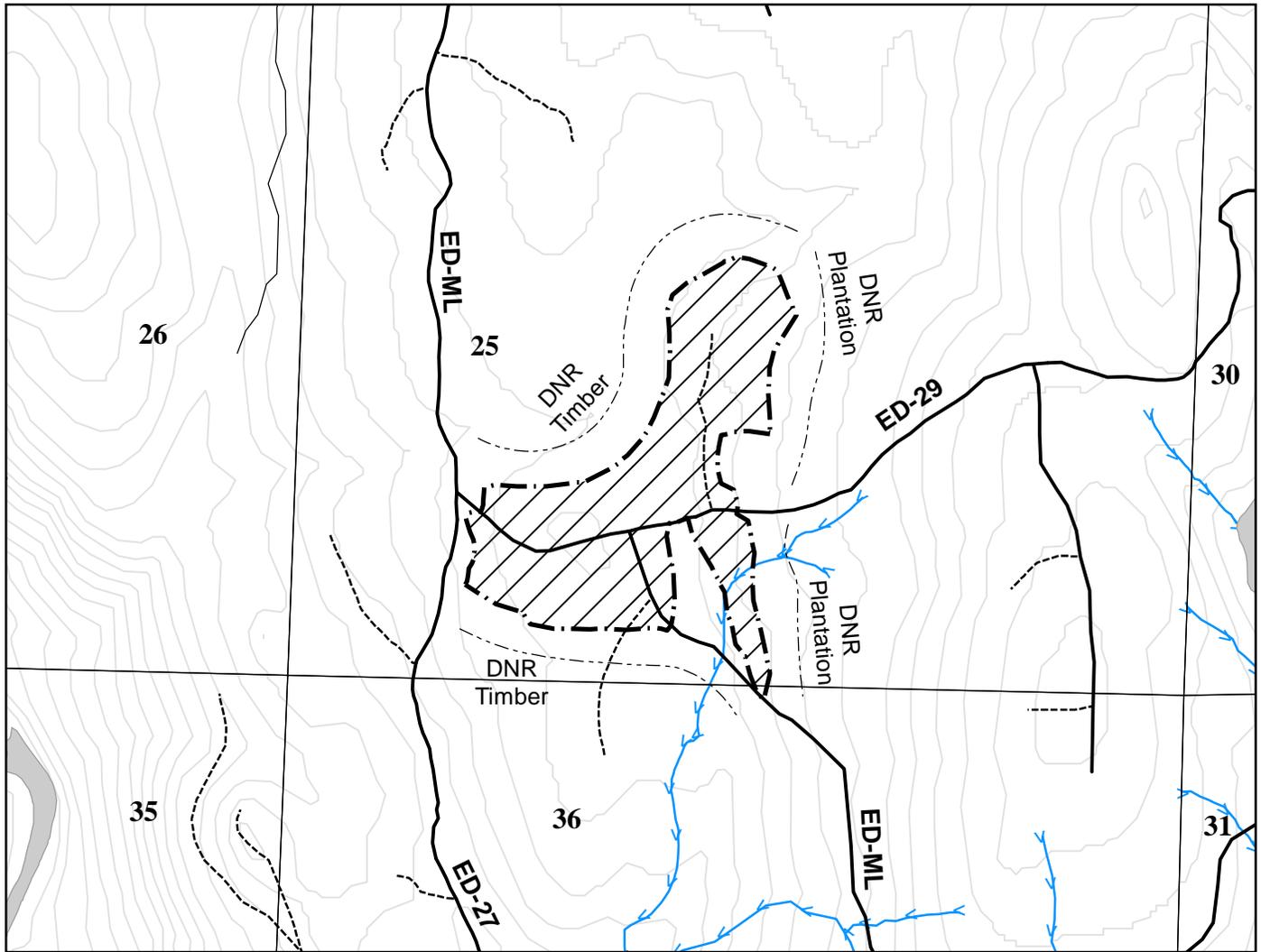
Invitation to Bid No. 1596

Unit No. NW-10

UNIT NAME: CATALINA  
 FMU ID: 65844  
 TRUST: 01  
 ACRES: 38

REGION: NORTHWEST  
 DISTRICT: BAKER  
 LOCAL: HAMILTON  
 COUNTY: WHATCOM

LEGAL: T37N R05E S25,36  
 ELEVATION: 1088-1232



Directions: From Sedro-Woolley, travel 12.7 miles north on Hwy 9 to Saxon Rd. Turn right onto Saxon Road and continue 3.3 miles to a "Y" at the end of the road. Veer right, crossing over the bridge, and continue through the gate onto the ED-ML. Travel 1.3 miles on the ED-ML to a "Y" intersection. Veer right at the "Y" and continue 1.1 miles to the ED-27/ED-ML intersection. Veer left to say on the ED-ML and travel 100 ft. to the unit.

# UNIT MAP

## Ground Herbicide - THINLINE

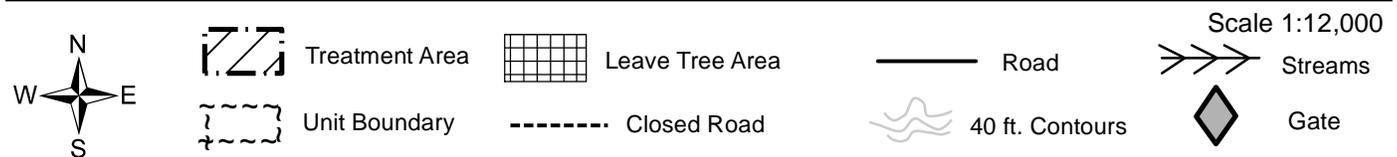
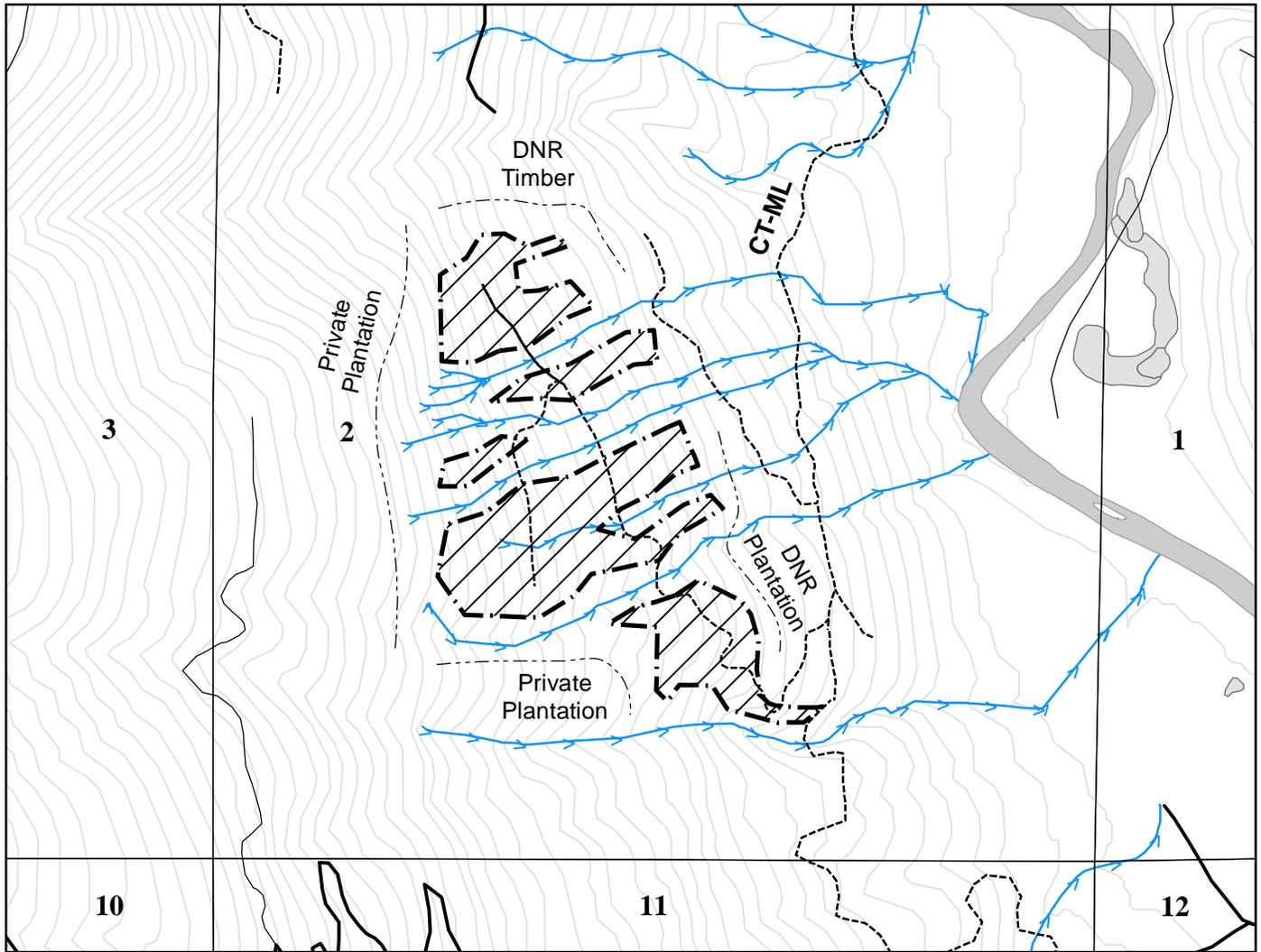
Invitation to Bid No. 1596

Unit No. NW-11

UNIT NAME: GOODBYE CHRISTIE U2  
 FMU ID: 83602  
 TRUST: 01  
 ACRES: 40

REGION: NORTHWEST  
 DISTRICT: BAKER  
 LOCAL: HAMILTON  
 COUNTY: SKAGIT

LEGAL: T36N R05E S02  
 ELEVATION: 790-1508



Directions: From Sedro Woolley, travel north 13 miles on HWY 9 to Doran Rd. Turn right onto Doran Rd. and travel 0.3 mile to Innis Creek Rd. Turn right onto Innis Creek Rd and travel 0.7 miles to the CT-ML. Turn left onto the CT-ML and travel 2.0 miles to the CT-20. Turn right to stay on the CT-ML and travel 3.7 miles to where the mainline is abandoned. There is a 1.0 mile walk to the unit.

# UNIT MAP

## Ground Herbicide - THINLINE

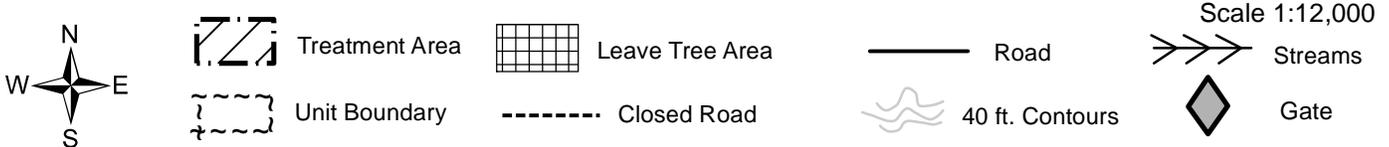
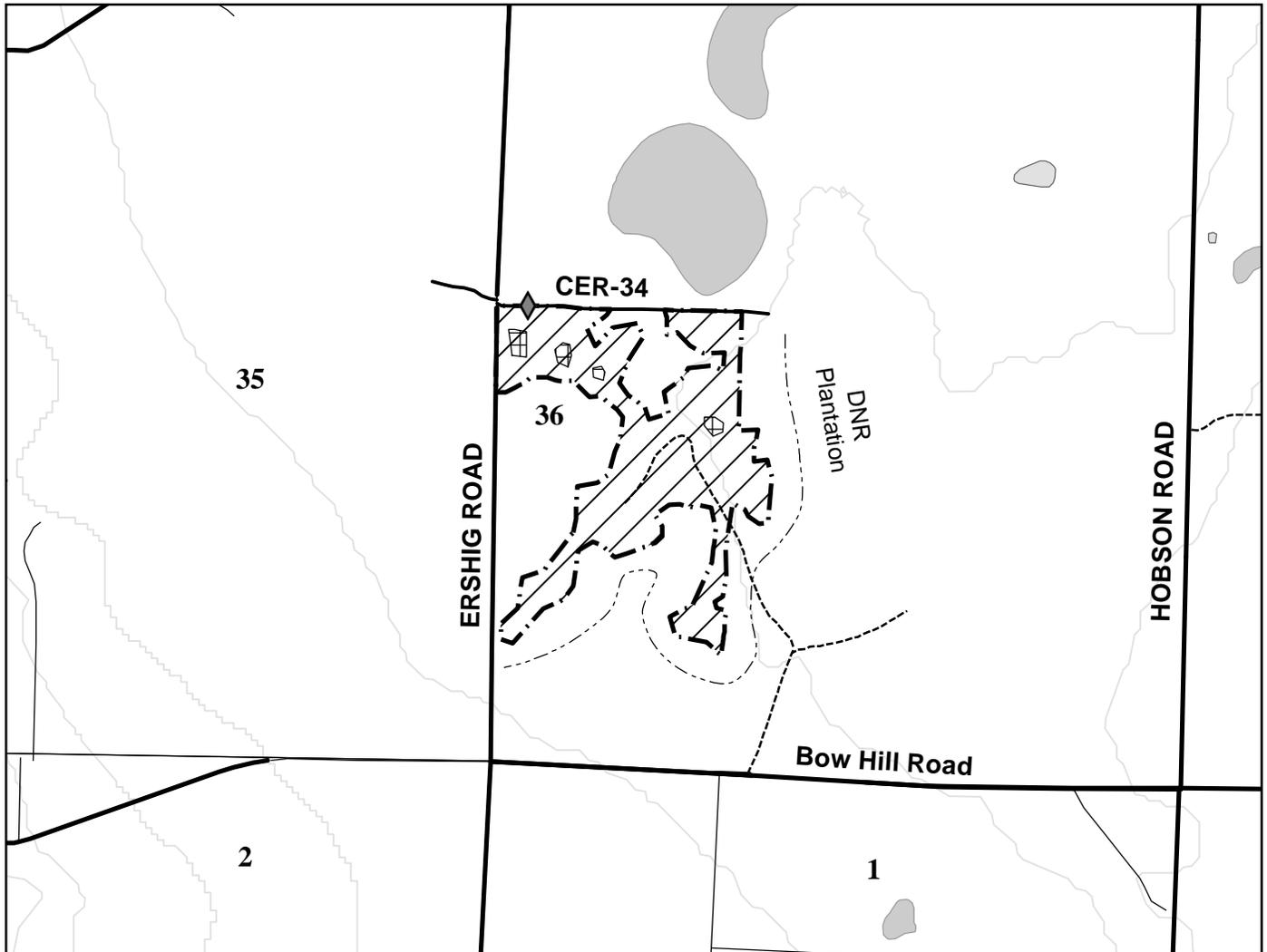
Invitation to Bid No. 1596

Unit No. NW-12

UNIT NAME: HOBSON CEDAR U3  
 FMU ID: 74239  
 TRUST: 03  
 ACRES: 26

REGION: NORTHWEST  
 DISTRICT: BAKER  
 LOCAL: HAMILTON  
 COUNTY: SKAGIT

LEGAL: T36N R03E S36  
 ELEVATION: 258-287



Directions: From Sedro Woolley, travel north on I-5 to exit 236. Travel west 1.3 miles on Bow Hill Rd. to Ershing Rd. Turn right onto Ershing road and travel 0.5 mile to the CER-34 and the unit on the right.

# UNIT MAP

## Ground Herbicide - THINLINE

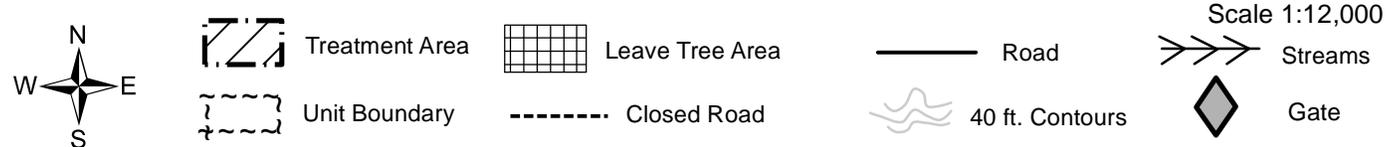
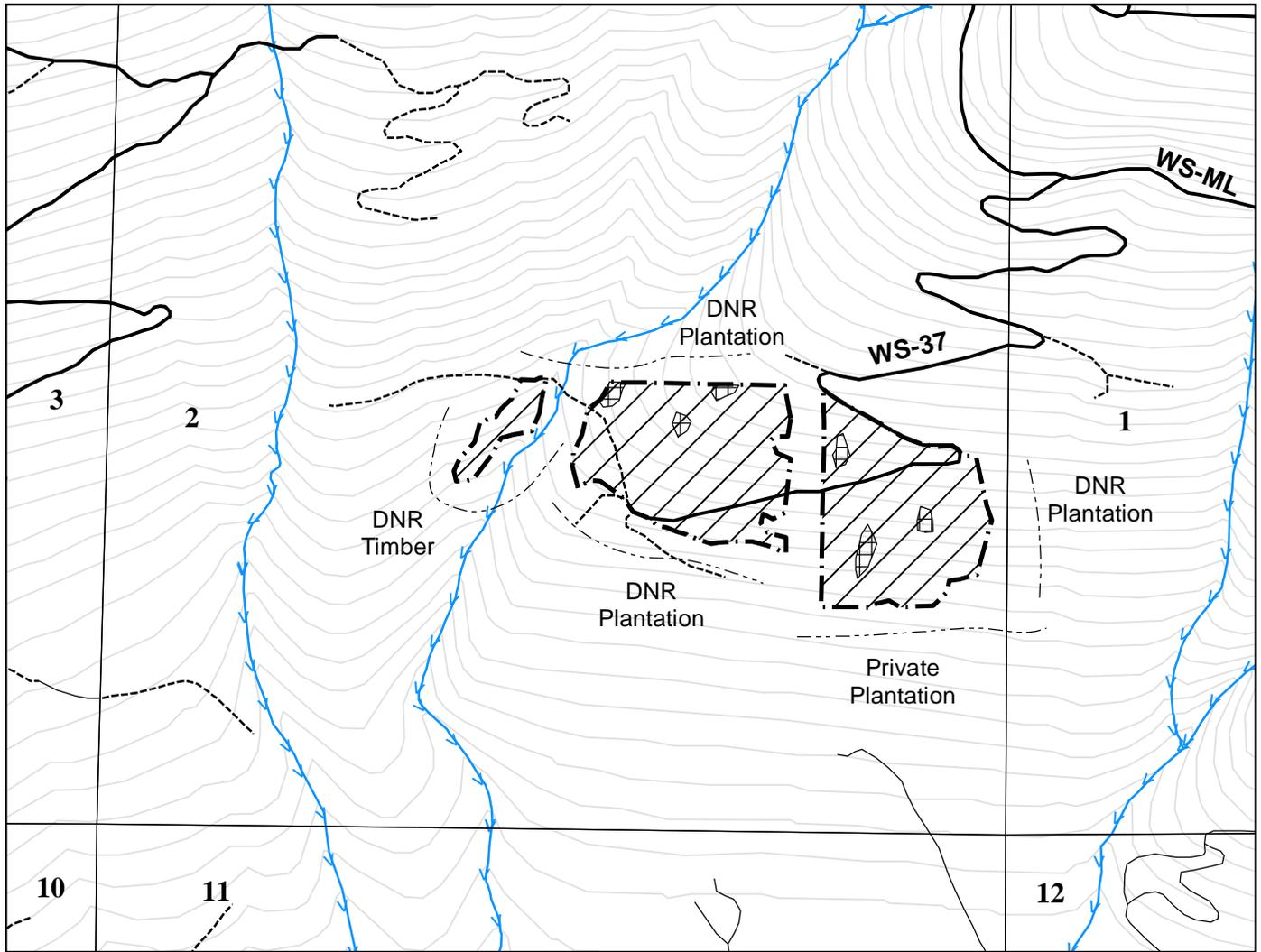
Invitation to Bid No. 1596

Unit No. NW-13

UNIT NAME: SPARE TIRE U2  
 FMU ID: 47512  
 TRUST: 01  
 ACRES: 42

REGION: NORTHWEST  
 DISTRICT: BAKER  
 LOCAL: HAMILTON  
 COUNTY: SKAGIT

LEGAL: T35N R05E S02  
 ELEVATION: 734-1349



Directions: From Sedro Woolley, travel 8.3 miles to Pipeline Rd. Turn left onto Pipeline Rd and travel 1.2 miles to the WS-ML. Pass through the gate onto the WS-ML and travel 3.7 miles to the WS-37. Turn left onto the WS-37 and travel 0.9 miles to the unit.

# UNIT MAP

## Ground Herbicide - THINLINE

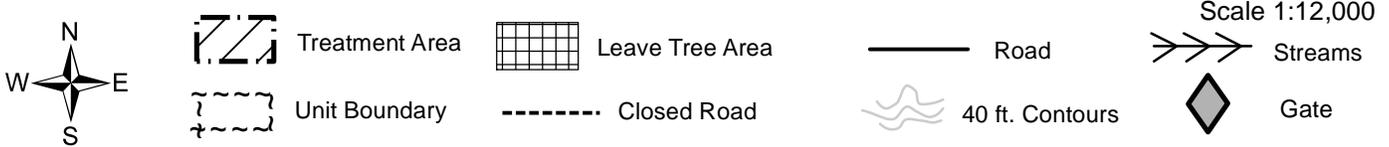
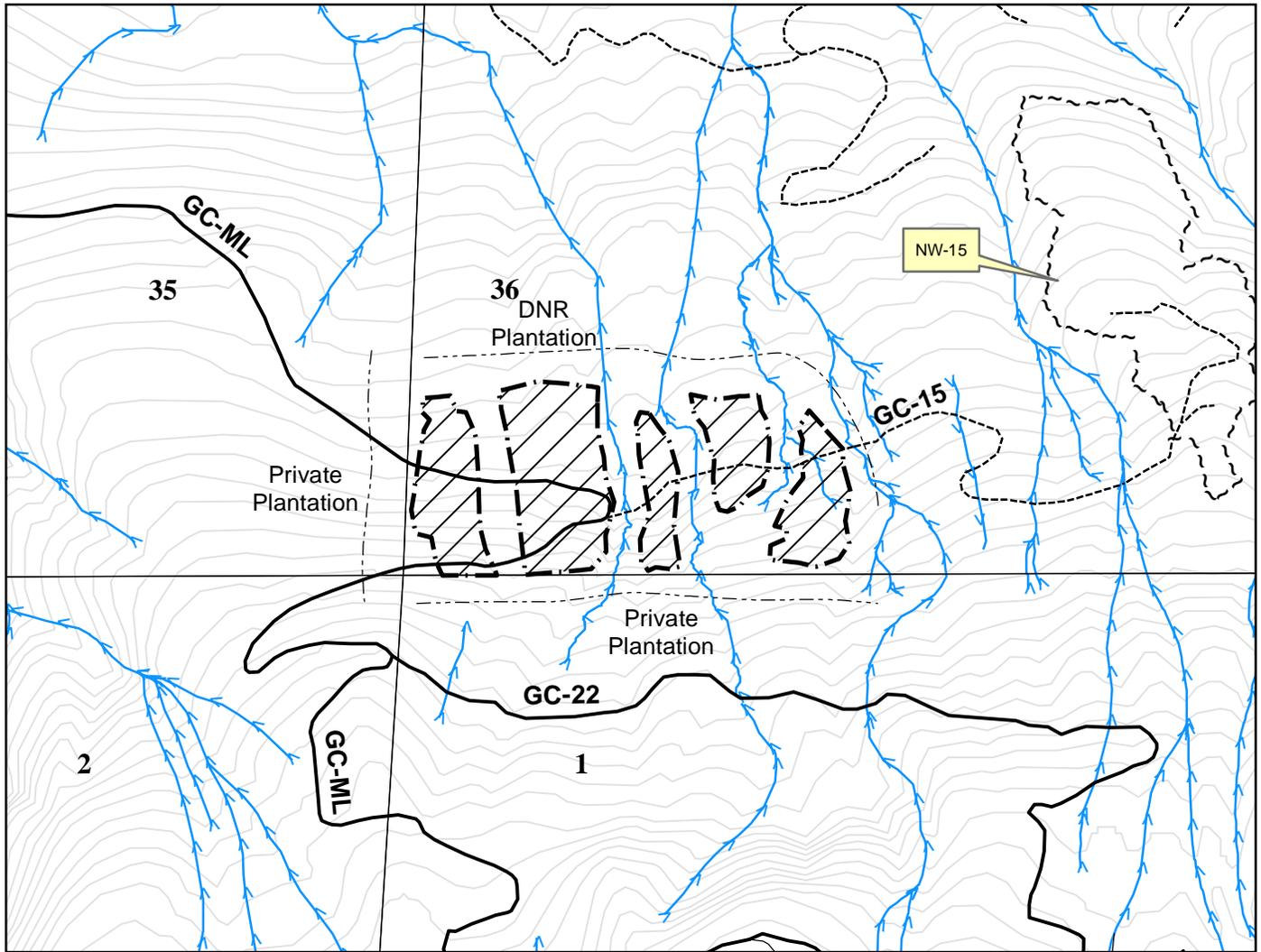
Invitation to Bid No. 1596

Unit No. NW-14

UNIT NAME: HIGH SORENSON U1  
 FMU ID: 44683  
 TRUST: 03  
 ACRES: 27

REGION: NORTHWEST  
 DISTRICT: CLEAR LAKE  
 LOCAL: CLEAR LAKE  
 COUNTY: SKAGIT

LEGAL: T35N R05E S36  
 ELEVATION: 654-1028



Directions: From Sedro Woolley, travel 1.9 miles south on HWY 9 to South Skagit Highway. Turn right onto South Skagit Highway and travel 5.5 miles to the GC-ML. Turn right onto the GC-ML and travel 1.3 miles to the unit.

# UNIT MAP

## Ground Herbicide - THINLINE

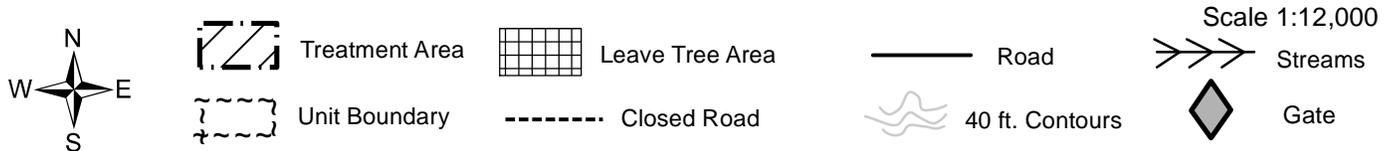
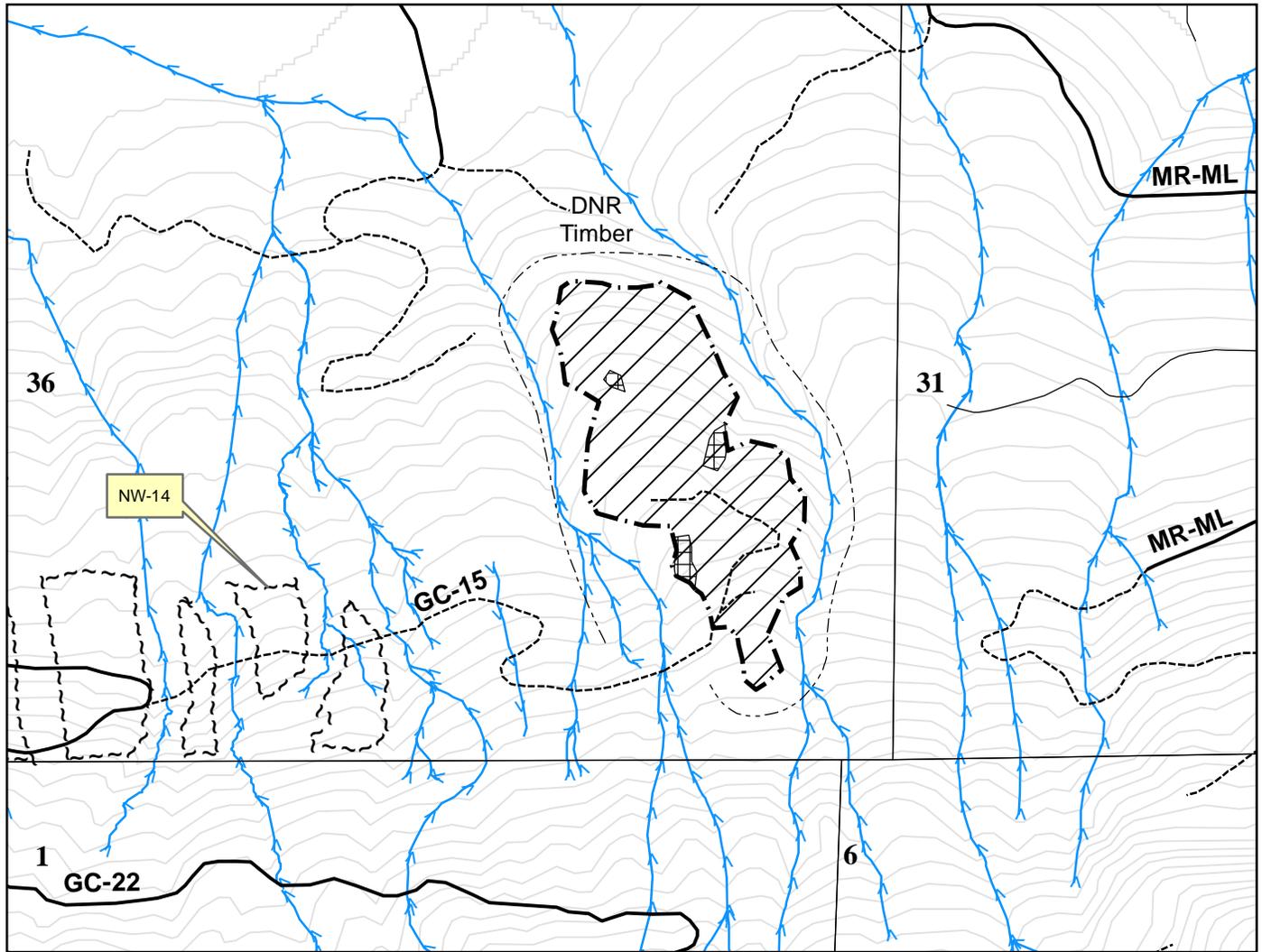
Invitation to Bid No. 1596

Unit No. NW-15

UNIT NAME: HIGH SORENSON U2  
 FMU ID: 44684  
 TRUST: 03  
 ACRES: 38

REGION: NORTHWEST  
 DISTRICT: CLEAR LAKE  
 LOCAL: CLEAR LAKE  
 COUNTY: SKAGIT

LEGAL: T35N R05E S36  
 ELEVATION: 473-1196



Directions: From Sedro Woolley, travel 1.9 miles south on HWY 9 to South Skagit Highway. Turn right onto South Skagit Highway and travel 5.5 miles to the GC-ML. Turn right onto the GC-ML and travel 1.5 miles to the GC-15. There is a 0.8 mile walk on the GC-15 to the unit.

# UNIT MAP

## Ground Herbicide - THINLINE

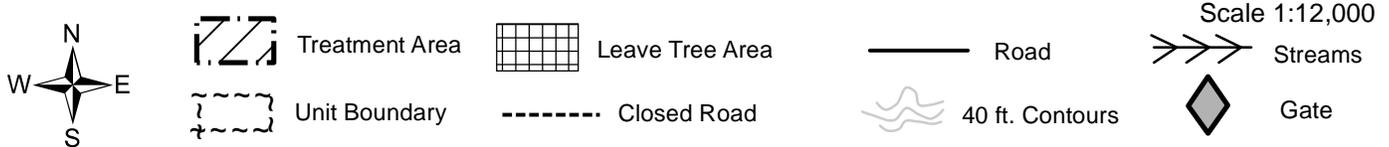
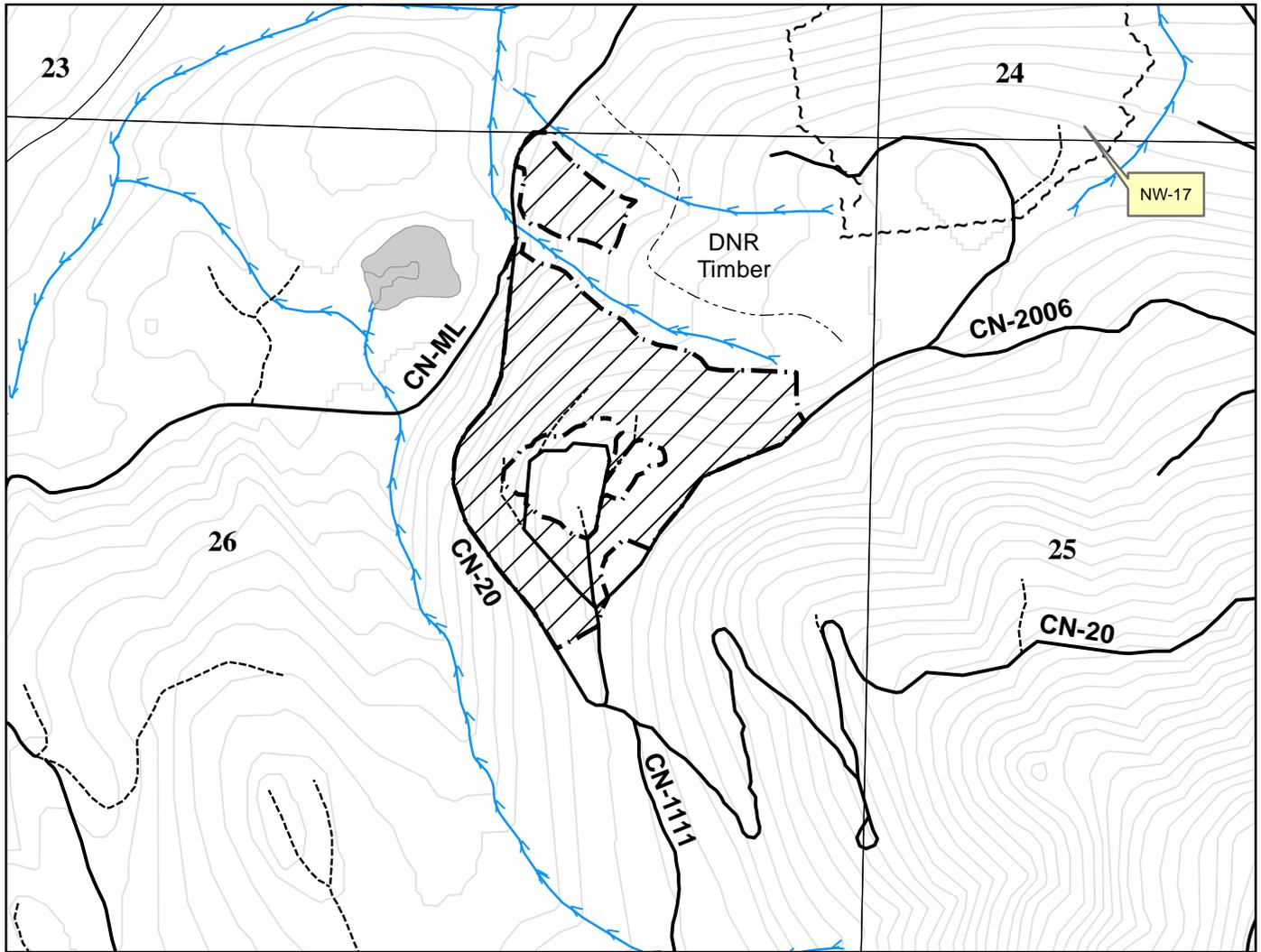
Invitation to Bid No. 1596

Unit No. NW-16

UNIT NAME: PINK FLAMINGO U1  
 FMU ID: 42850  
 TRUST: 01,08  
 ACRES: 41

REGION: NORTHWEST  
 DISTRICT: CLEAR LAKE  
 LOCAL: CLEAR LAKE  
 COUNTY: SKAGIT

LEGAL: T33N R06E S26  
 ELEVATION: 625-1115



Directions: From Sedro Woolley, travel 9.8 miles south on HWY 9 to Lake Cavanaugh Rd. Turn left onto Lake Cavanaugh Rd and travel 3.6 miles to Granstrom Rd. Turn right onto Granstrom and travel 0.8 miles to the CN-ML. Turn left onto the CN-ML and travel 1.8 miles to the unit.

# UNIT MAP

## Ground Herbicide - THINLINE

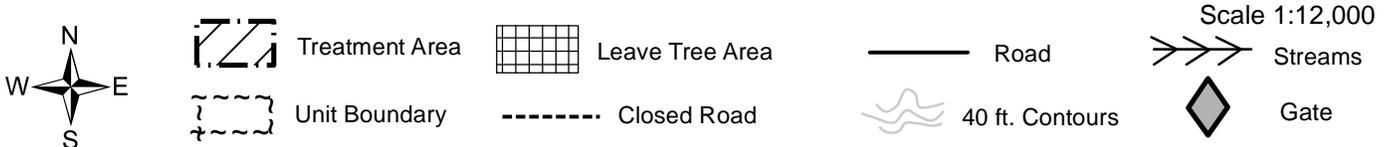
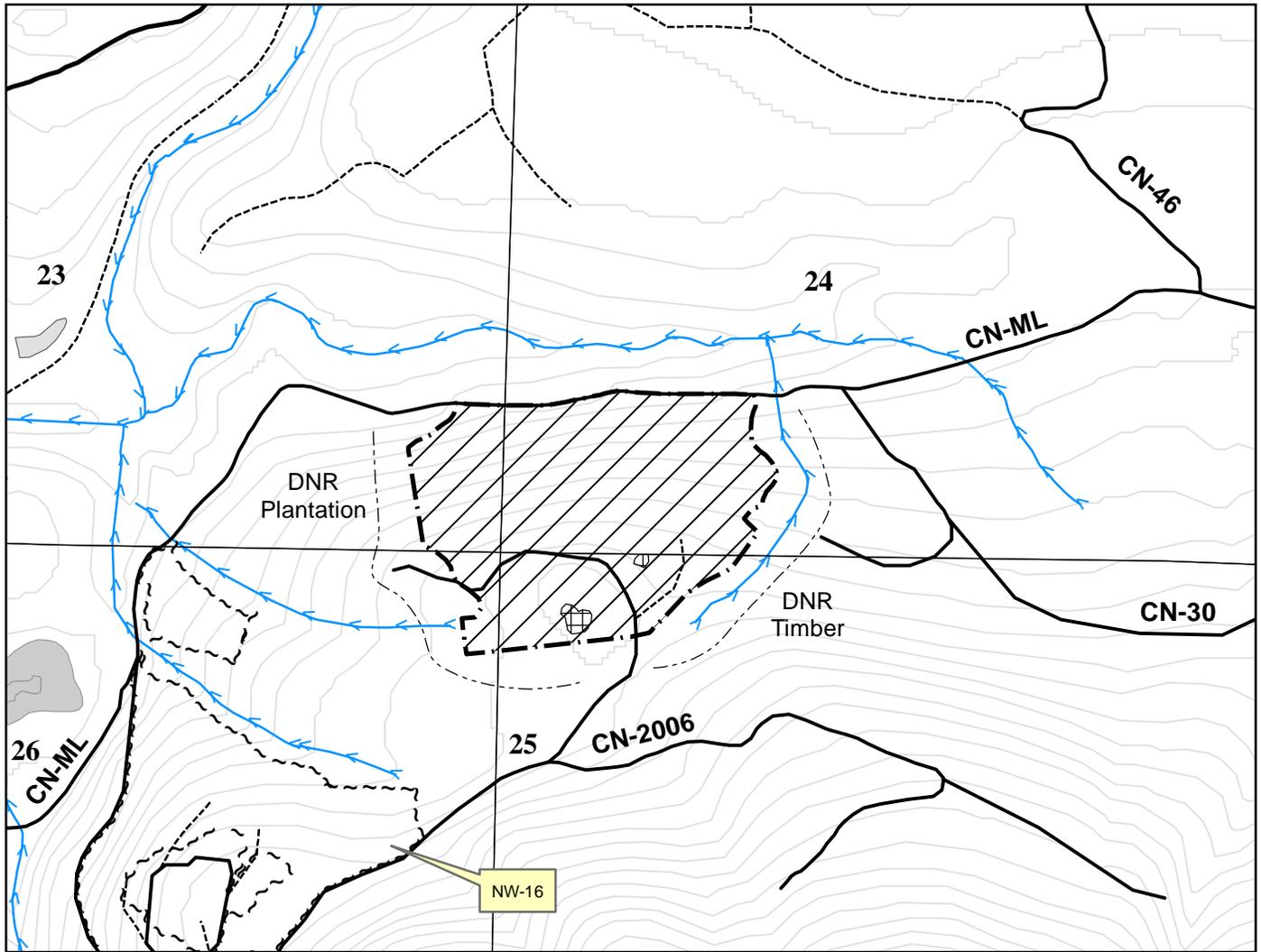
Invitation to Bid No. 1596

Unit No. NW-17

UNIT NAME: PINK FLAMINGO U2  
 FMU ID: 44641  
 TRUST: 01,04,08  
 ACRES: 51

REGION: NORTHWEST  
 DISTRICT: CLEAR LAKE  
 LOCAL: CLEAR LAKE  
 COUNTY: SKAGIT

LEGAL: T33N R05E S23,24,25,26  
 ELEVATION: 651-1049



Directions: From Sedro Woolley, travel 9.8 miles south on HWY 9 to Lake Cavanaugh Rd. Turn left onto Lake Cavanaugh Rd and travel 3.6 miles to Granstrom Rd. Turn right onto Granstrom and travel 0.8 miles to the CN-ML. Turn left onto the CN-ML and travel 2.3 miles to the unit.

# UNIT MAP

## Ground Herbicide - THINLINE

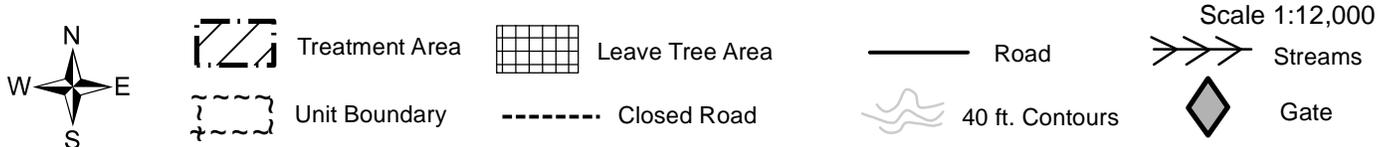
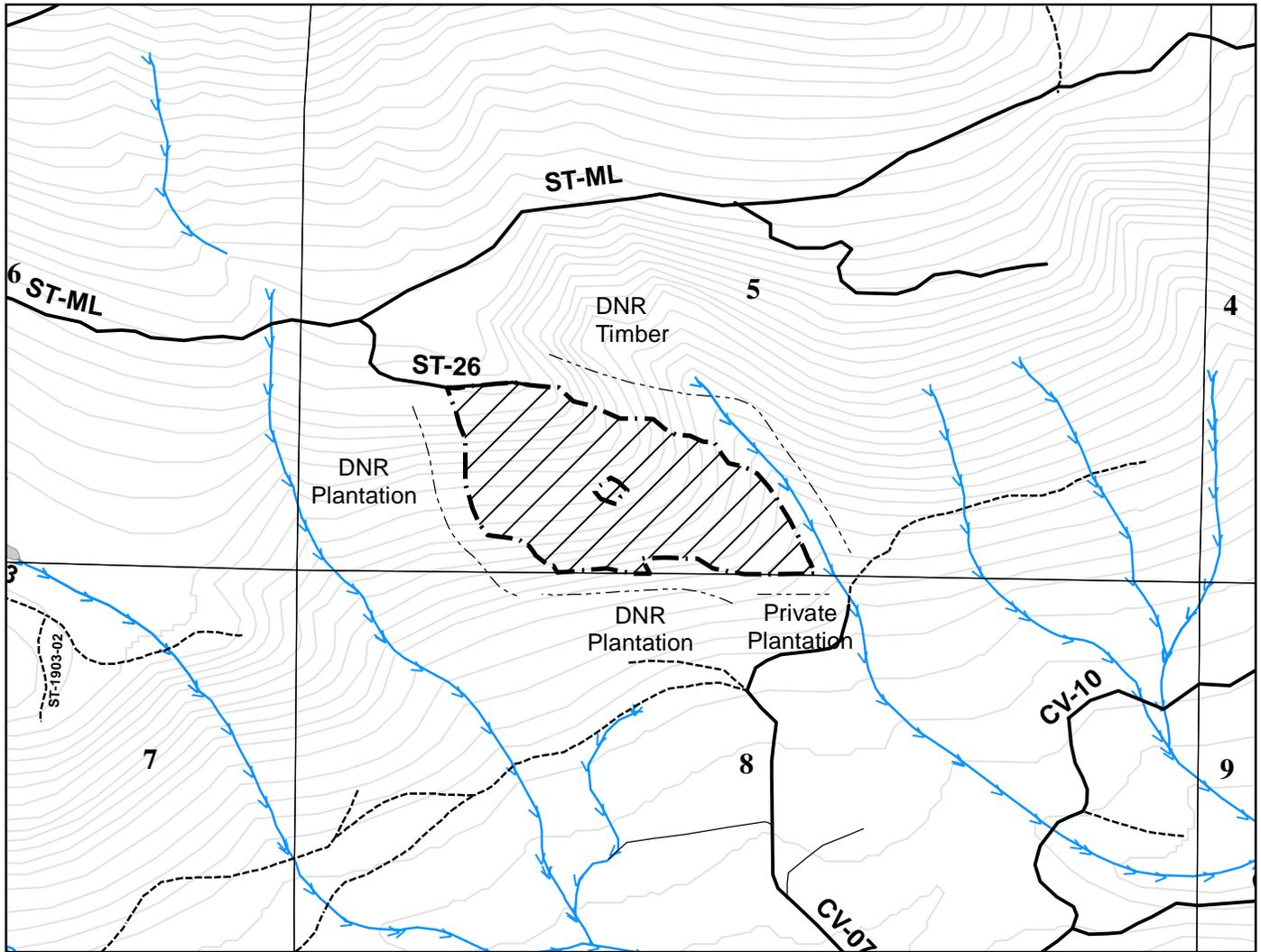
Invitation to Bid No. 1596

Unit No. NW-18

UNIT NAME: GRANDVIEW U1  
 FMU ID: 40641  
 TRUST: 01  
 ACRES: 31

REGION: NORTHWEST  
 DISTRICT: CLEAR LAKE  
 LOCAL: CLEAR LAKE  
 COUNTY: SNOHOMISH

LEGAL: T32N R06E S05  
 ELEVATION: 919-1697



Directions: From Bryant, travel 4.6 miles west on Grandview Rd. to Cedarvale Loop Rd. Turn left onto Cedarvale Loop Rd and travel 1.6 miles to the ST-ML. Turn left onto the ST-ML, pass through the gate, and travel 2.4 miles to the ST-26. Turn right onto the ST-26 and travel 0.1 mile to the unit.

# UNIT MAP

## Ground Herbicide - THINLINE

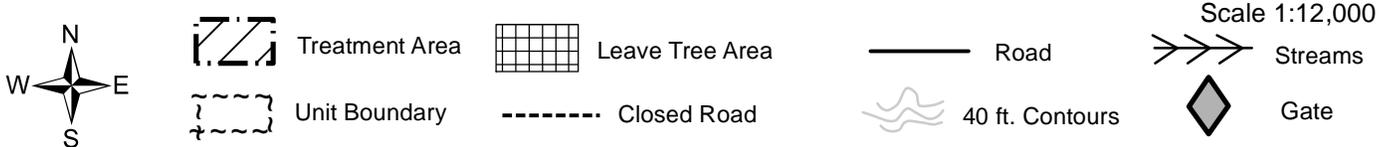
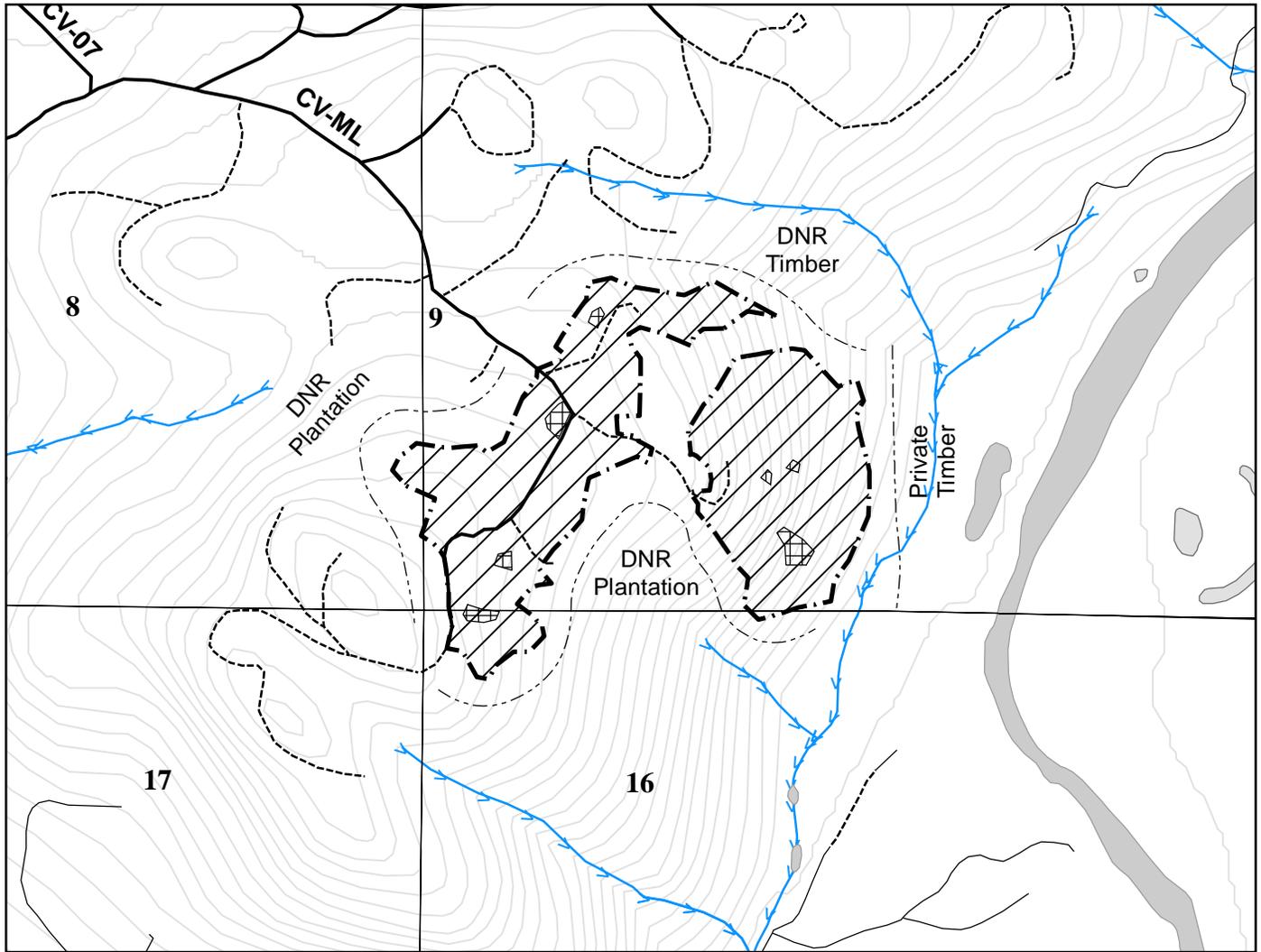
Invitation to Bid No. 1596

Unit No. NW-19

UNIT NAME: STILLY VIEW U1  
 FMU ID: 44639  
 TRUST: 01  
 ACRES: 57

REGION: NORTHWEST  
 DISTRICT: CLEAR LAKE  
 LOCAL: CLEAR LAKE  
 COUNTY: SNOHOMISH

LEGAL: T32N R06E S08,09,16  
 ELEVATION: 198-1049



Directions: From Bryant, travel 5.5 miles east on Grandview Rd. to Heimer Rd. Turn left onto Heimer Rd and travel 1.1 miles to the CV-ML. Continue straight onto the CV-ML and travel 1.1 miles to the unit.

# UNIT MAP

## Ground Herbicide - THINLINE

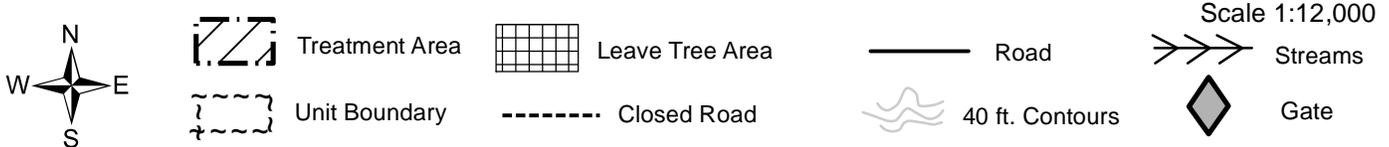
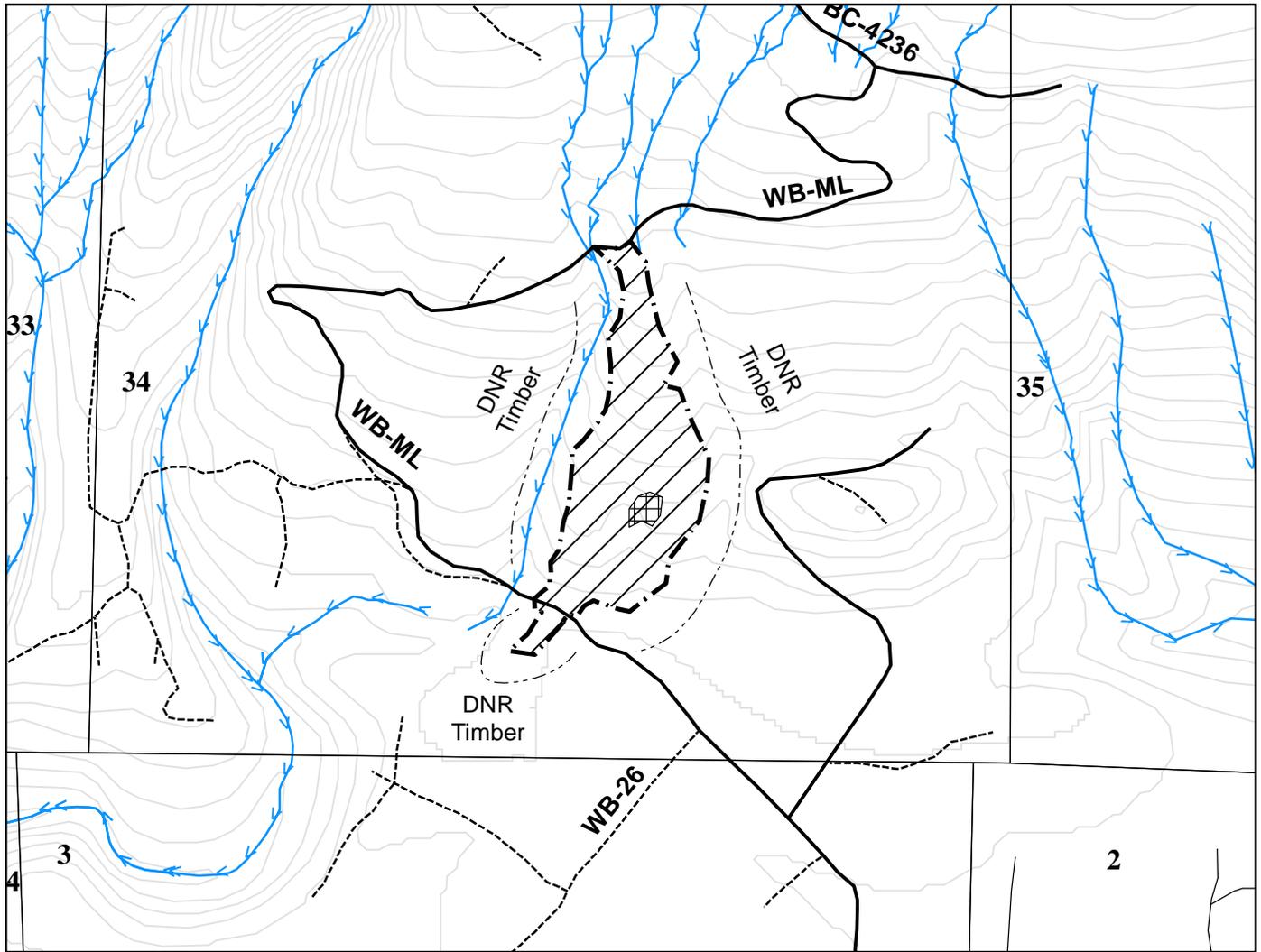
Invitation to Bid No. 1596

Unit No. NW-20

UNIT NAME: ROCKABILLIE U3  
 FMU ID: 61828  
 TRUST: 01  
 ACRES: 24

REGION: NORTHWEST  
 DISTRICT: CLEAR LAKE  
 LOCAL: CLEAR LAKE  
 COUNTY: SKAGIT

LEGAL: T33N R07E S34  
 ELEVATION: 1003-1429



Scale 1:12,000

Directions: From Arlington, travel 13 miles east on HWY 530 to N. Brooks Creek Rd. Turn left onto N. Brooks Creek Rd. and travel 0.5 mile to the BC-ML. Veer left onto the BC-ML and travel 4.2 miles to the BC-42. Turn right onto the BC-42 and travel 3.5 miles to the BC-4236. Turn right onto the BC-4236 and travel 0.3 mile to the WB-ML. Turn right onto the WB-ML and travel 0.6 mile to the unit.

# UNIT MAP

## Ground Herbicide - THINLINE

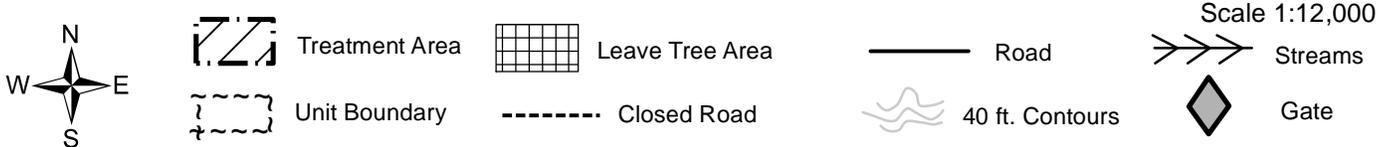
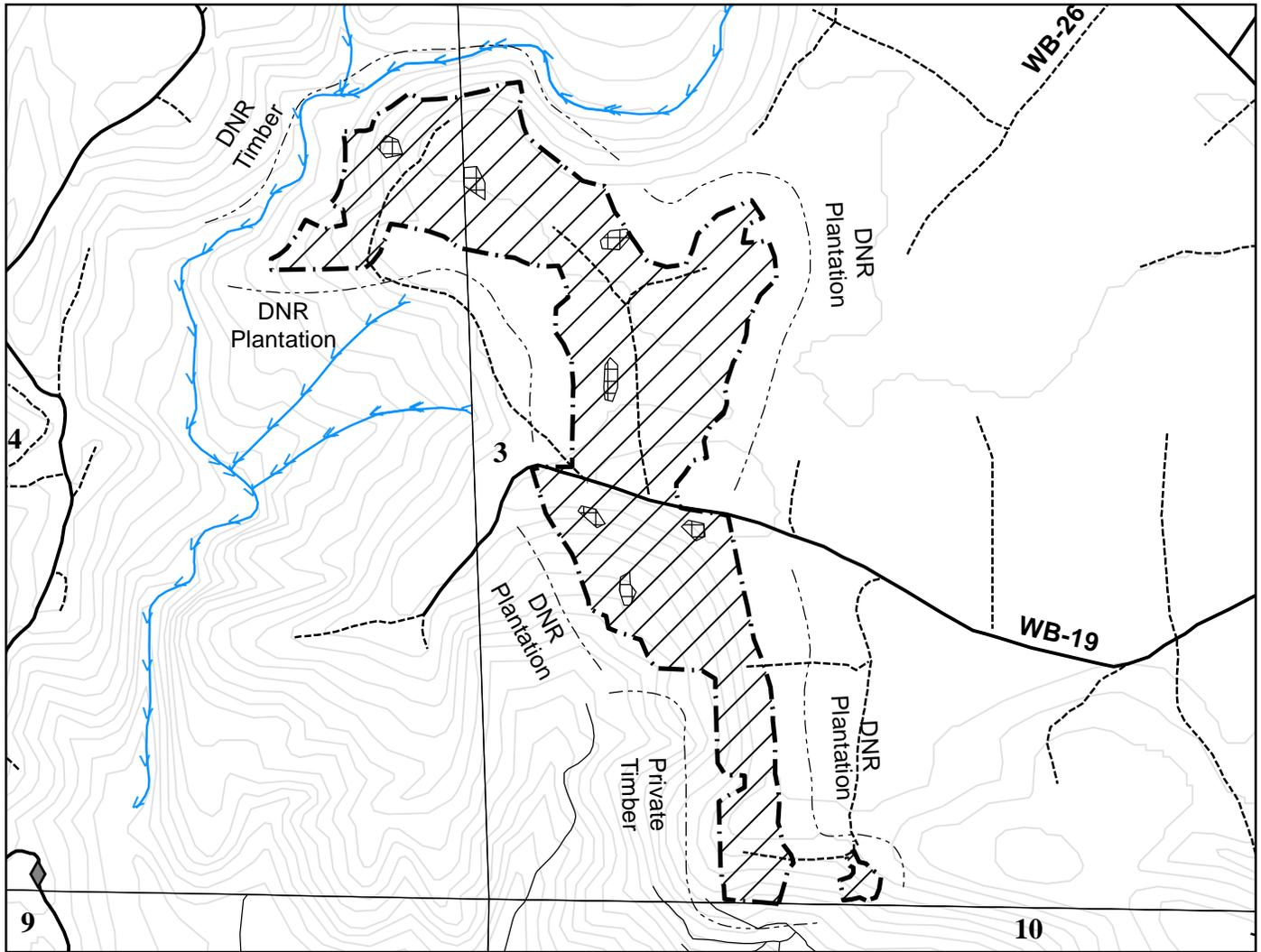
Invitation to Bid No. 1596

Unit No. NW-21

UNIT NAME: DIDGERIDOO U1  
 FMU ID: 61793  
 TRUST: 01  
 ACRES: 88

REGION: NORTHWEST  
 DISTRICT: CLEAR LAKE  
 LOCAL: CLEAR LAKE  
 COUNTY: SNOHOMISH

LEGAL: T32N R07E S03,04  
 ELEVATION: 598-980



Directions: From Arlington, travel 13 miles east on HWY 530 to N. Brooks Creek Rd. Turn left onto N. Brooks Creek Rd. and travel 0.5 mile to the BC-ML. Veer left onto the BC-ML and travel 4.2 miles to the BC-42. Turn right onto the BC-42 and travel 3.5 miles to the BC-4236. Turn right onto the BC-4236 and travel 0.3 mile to the WB-ML. Turn right onto the WB-ML and travel 2.5 miles to the WB-19. Turn left onto the WB-19 and travel 0.8 mile to the unit.

# UNIT MAP

## Ground Herbicide - THINLINE

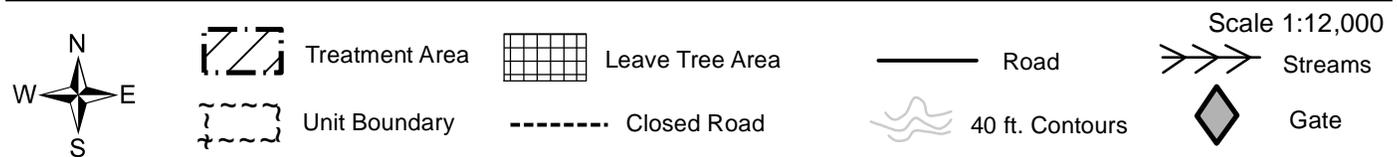
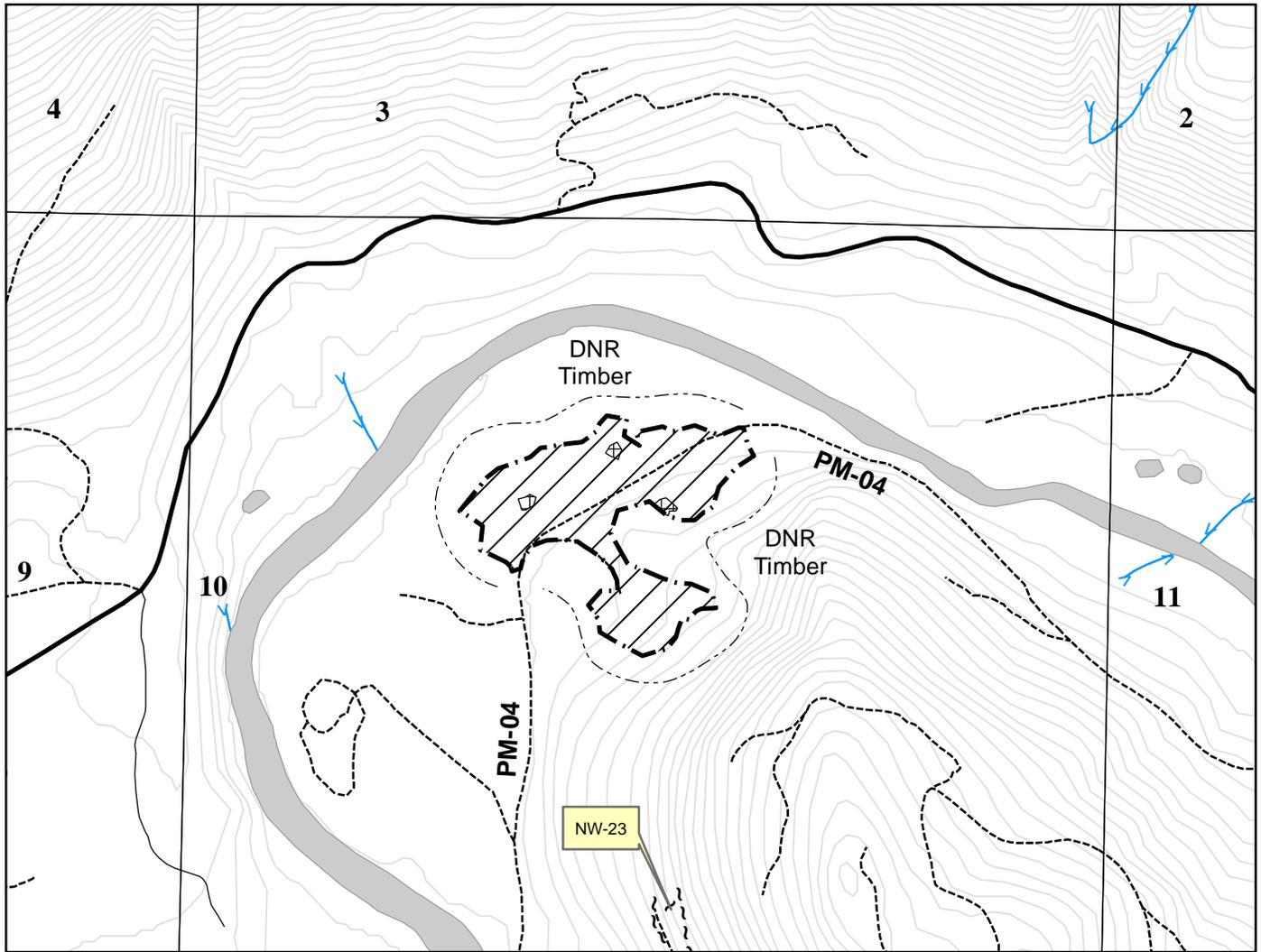
Invitation to Bid No. 1596

Unit No. NW-22

UNIT NAME: VADUZ U6  
 FMU ID: 78195  
 TRUST: 03  
 ACRES: 21

REGION: NORTHWEST  
 DISTRICT: CLEAR LAKE  
 LOCAL: CLEAR LAKE  
 COUNTY: SKAGIT

LEGAL: T33N R10E S10  
 ELEVATION: 531-675



Directions: From Darrington, travel north 0.25 mile on HWY 530 to Sauk Prairie Rd. Turn right onto Sauk Prairie Rd and travel 5.5 miles to E. Sauk Prairie Rd. Turn left onto E Sauk Prairie Rd. and travel 0.8 miles to Dearinger Park Rd. Veer right onto Dearinger Park Rd and travel 2.5 miles to the PM-ML. Veer right onto the PM-ML and travel 0.4 mile to the abandoned PM-04 on the left. There is a 1.1 mile walk to the unit.

# UNIT MAP

## Ground Herbicide - THINLINE

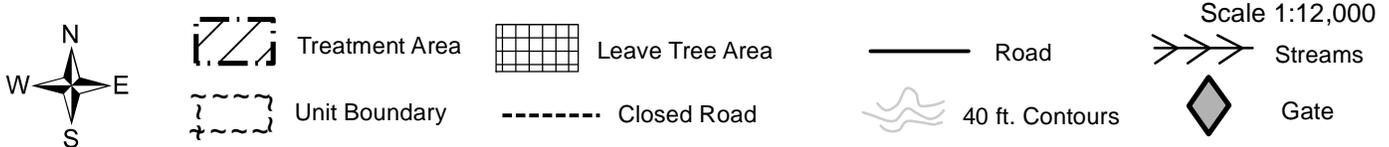
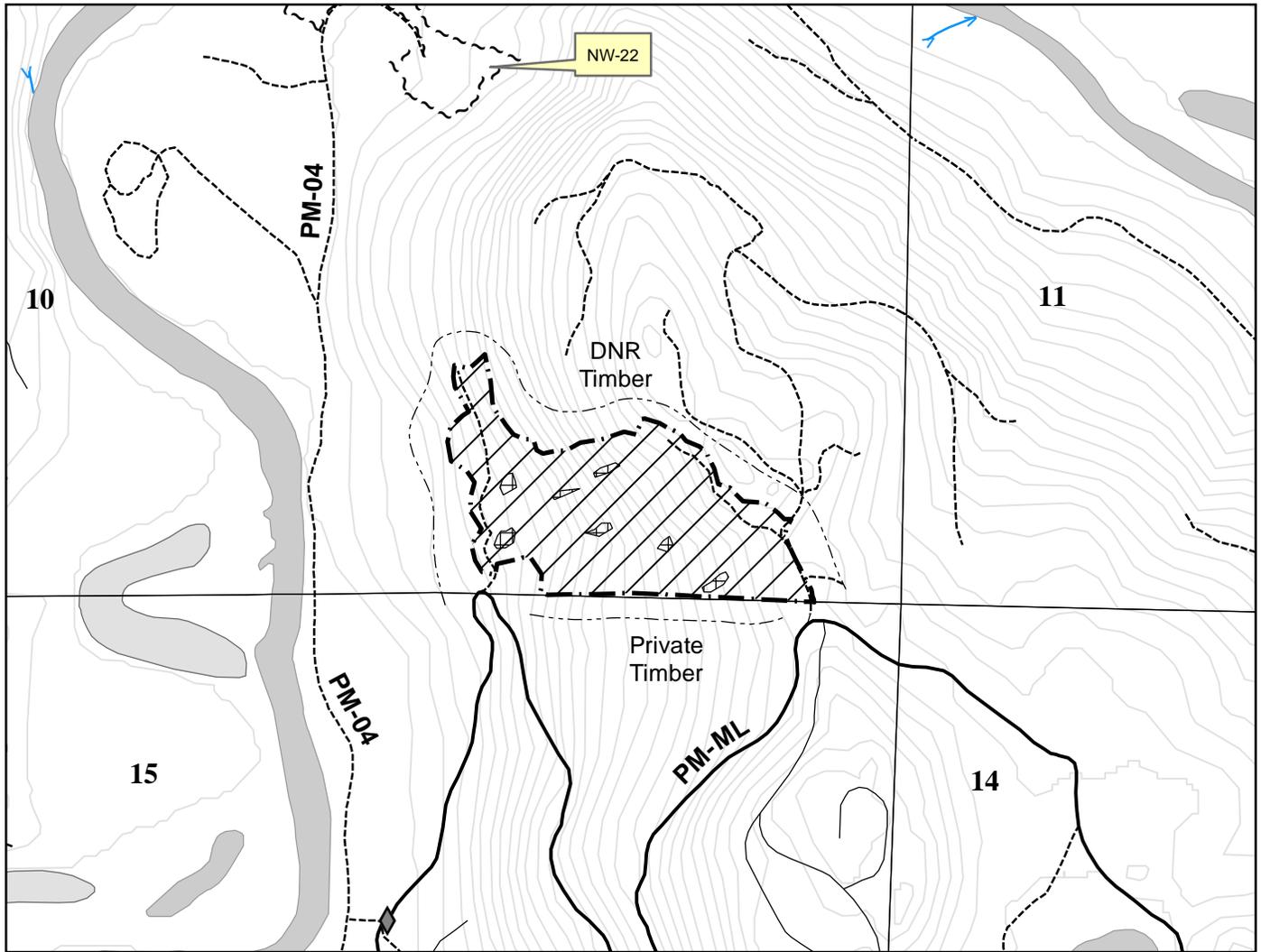
Invitation to Bid No. 1596

Unit No. NW-23

UNIT NAME: VADUZ U8  
 FMU ID: 78196  
 TRUST: 03  
 ACRES: 30

REGION: NORTHWEST  
 DISTRICT: CLEAR LAKE  
 LOCAL: CLEAR LAKE  
 COUNTY: SKAGIT

LEGAL: T33N R10E S10  
 ELEVATION: 704-1518



Directions: Directions: From Darrington, travel north 0.25 mile on HWY 530 to Sauk Prairie Rd. Turn right onto Sauk Prairie Rd and travel 5.5 miles to E. Sauk Prairie Rd. Turn left onto E Sauk Prairie Rd. and travel 0.8 miles to Dearinger Park Rd. Veer right onto Dearinger Park Rd and travel 2.5 miles to the PM-ML. Veer right onto the PM-ML and travel 0.8 mile to and abandoned spur on the left. There is a 50 ft. walk on the abandoned spur to the unit.

# UNIT MAP

## Ground Herbicide - THINLINE

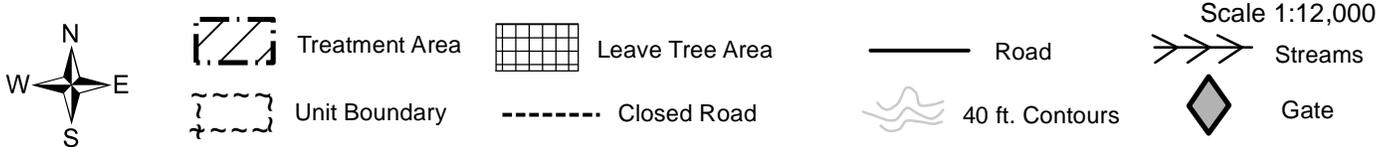
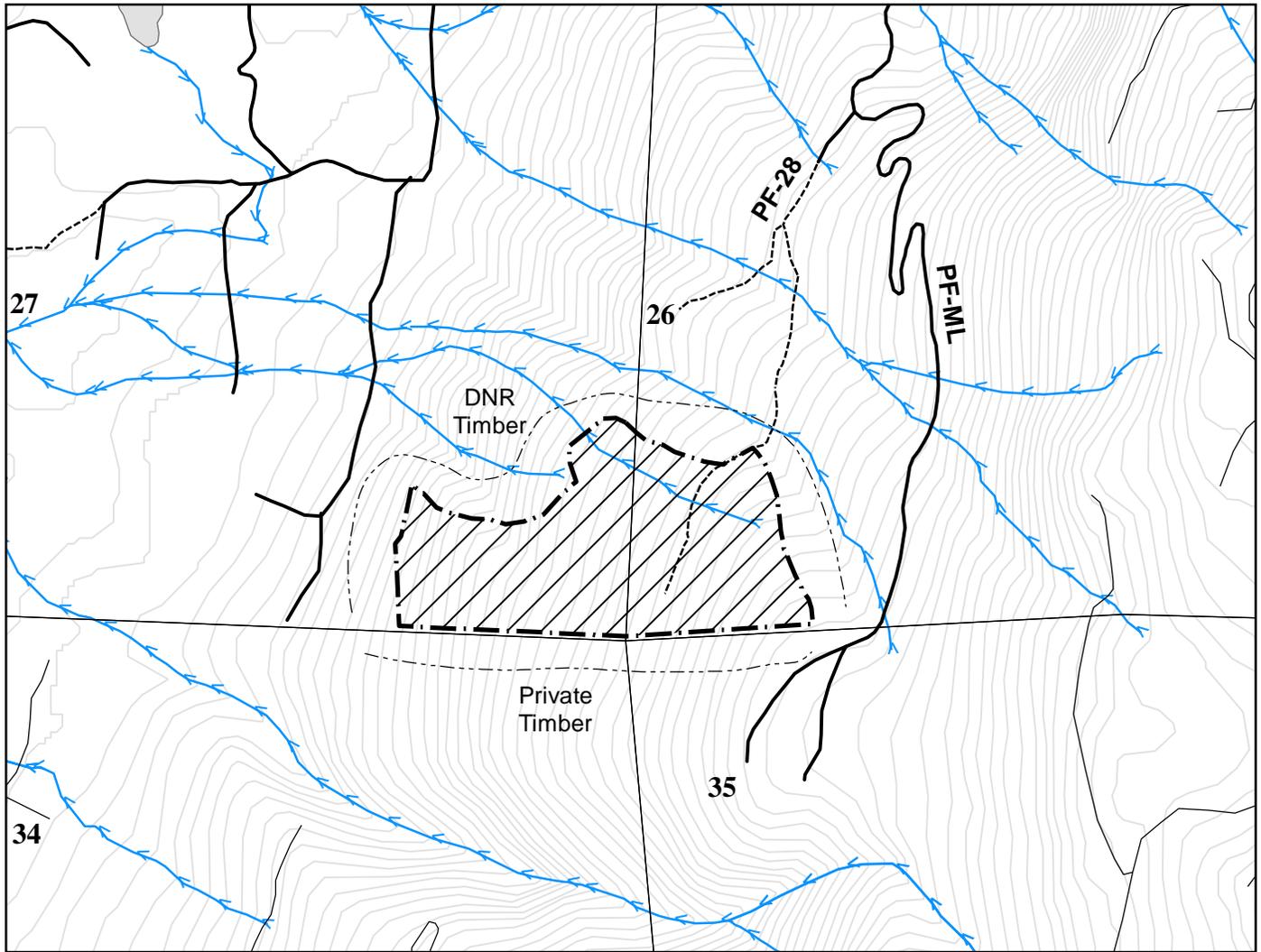
Invitation to Bid No. 1596

Unit No. NW-24

UNIT NAME: VADUZ U4  
 FMU ID: 21553  
 TRUST: 01  
 ACRES: 42

REGION: NORTHWEST  
 DISTRICT: CLEAR LAKE  
 LOCAL: CLEAR LAKE  
 COUNTY: SKAGIT

LEGAL: T33N R10E S26,27  
 ELEVATION: 1008-2118



Directions: From Darrington, travel north 0.25 mile on HWY 530 to Sauk Prairie Rd. Turn right onto Sauk Prairie Rd and travel 5.5 miles to E. Sauk Prairie Rd. Turn left onto E Sauk Prairie Rd. and travel 0.8 miles to Dearinger Park Rd. Veer right onto Dearinger Park Rd and travel 0.8 mile to the PF-ML. Turn right onto the PF-ML and travel 2.7 miles to the abandoned PF-28. There is a 0.4 mile walk to the unit.

# UNIT MAP

## Ground Herbicide - THINLINE

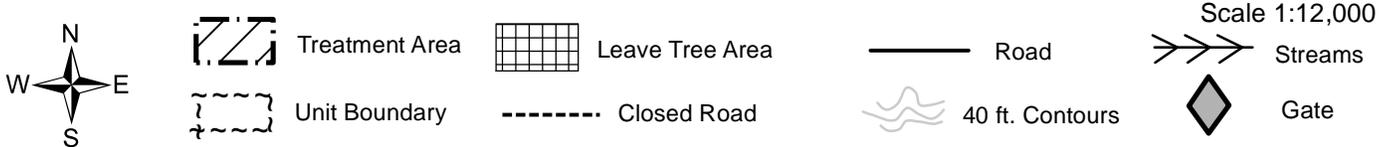
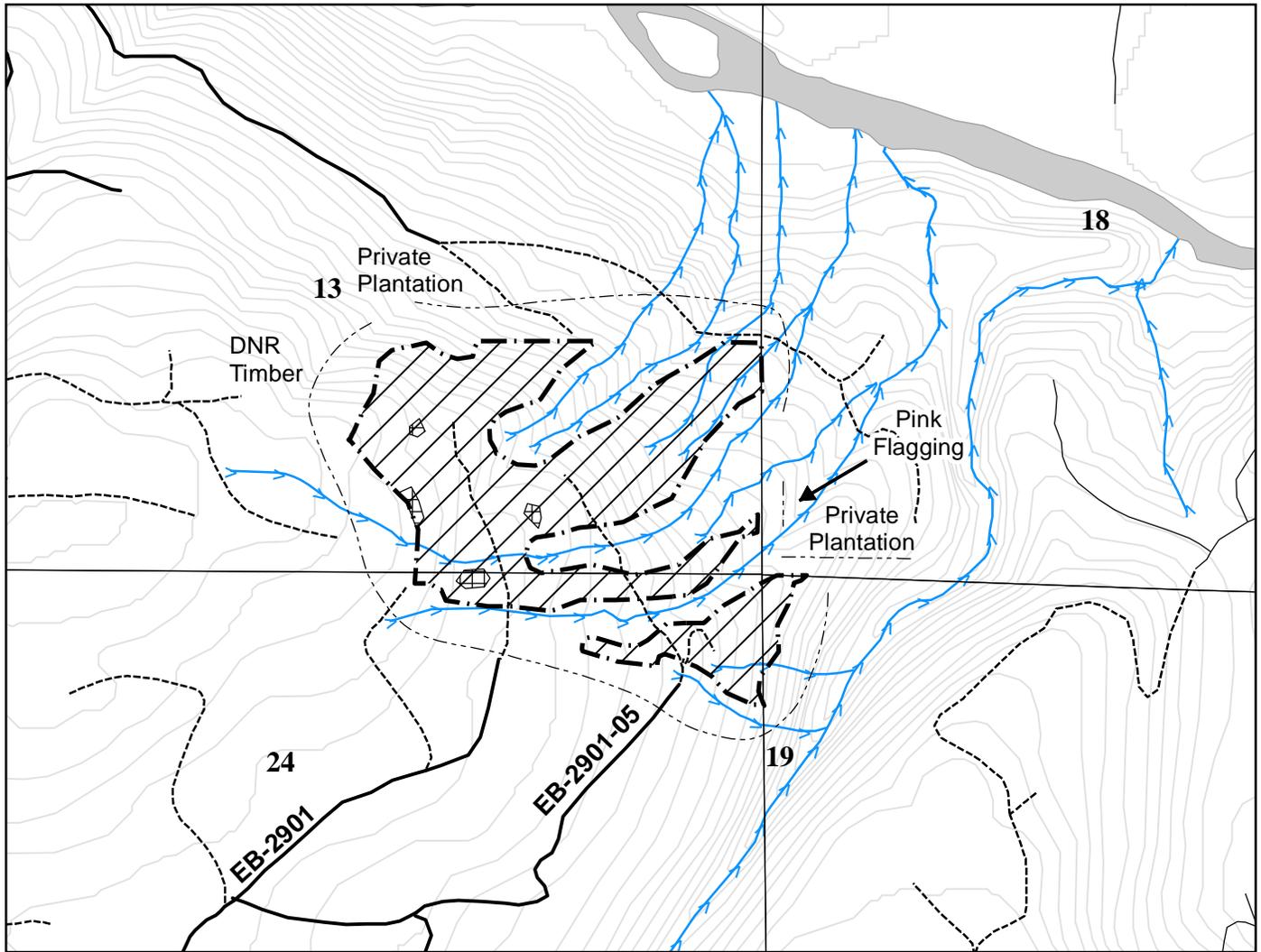
Invitation to Bid No. 1596

Unit No. NW-25

UNIT NAME: TWITCH U3  
 FMU ID: 71771  
 TRUST: 01  
 ACRES: 54

REGION: NORTHWEST  
 DISTRICT: CASCADE  
 LOCAL: STARBIRD  
 COUNTY: SNOHOMISH

LEGAL: T32N R06E S13,24  
 T32N R07E S19  
 ELEVATION: 673-1451



Direction: From Arlington, travel 4.5 miles east on HWY-530 to Jim Creek Rd. Turn right onto Jim Creek Rd and travel 4.0 miles to Ebey Mtn Rd. Turn left onto Ebey Mtn Rd and travel 1.1 miles to the EB-11. Turn left onto the EB-11 and travel 1.9 miles to the EB-ML. Turn right onto the EB-ML and travel 2.3 miles to the EB-29. Take a hard left turn onto the EB-29 and trave 0.1 mile to the EB-2901. Bear right onto the EB-2901 and travel 0.9 mile to where the road is abandoned. There is a 0.1 mile walk to the unit.

# UNIT MAP

## Ground Herbicide - THINLINE

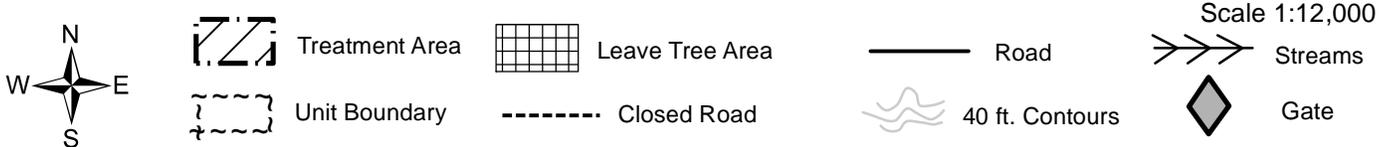
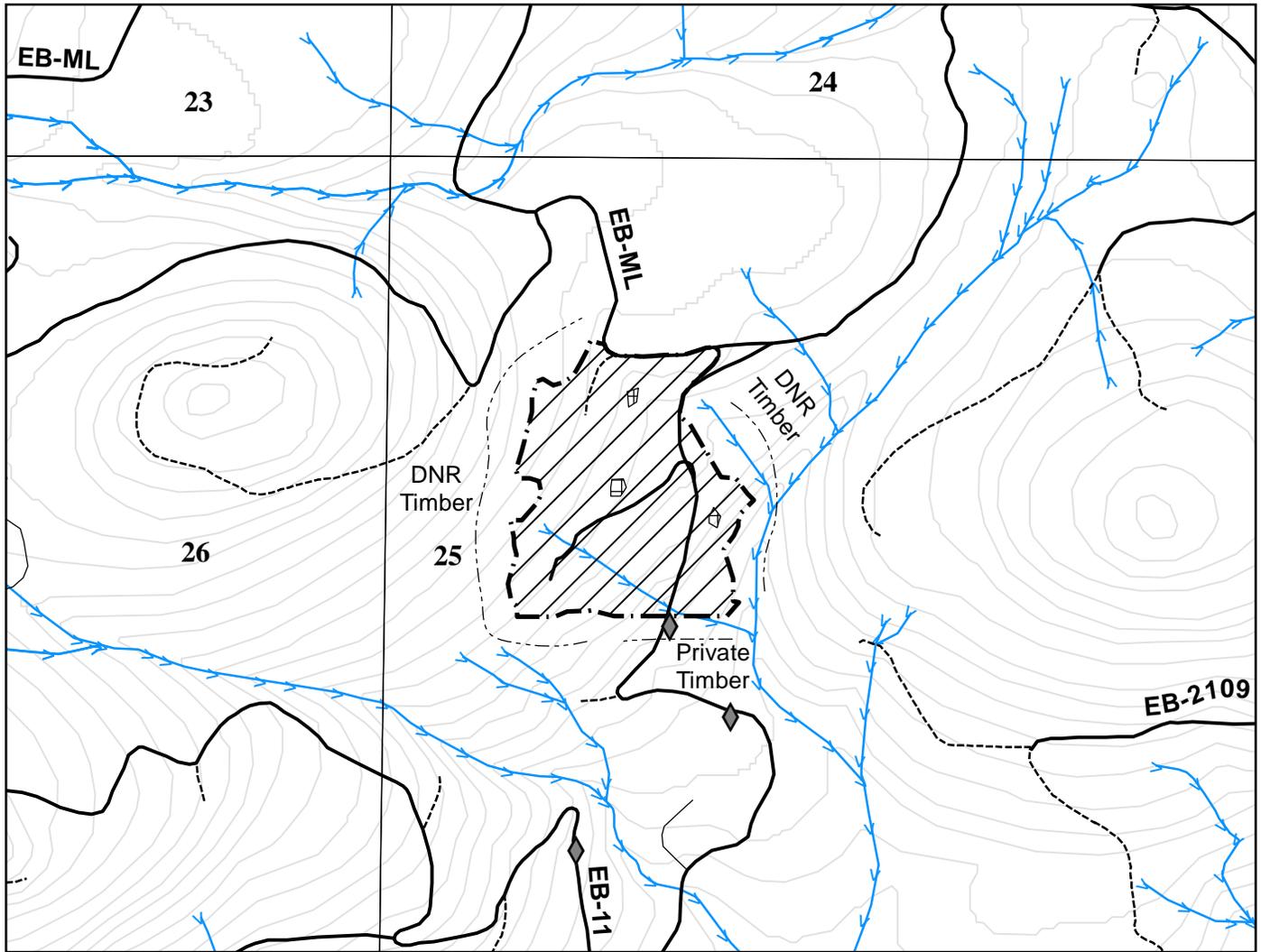
Invitation to Bid No. 1596

Unit No. NW-26

UNIT NAME: TREMBLE U2  
FMU ID: 37694  
TRUST: 01  
ACRES: 34

REGION: NORTHWEST  
DISTRICT: CASCADE  
LOCAL: STARBIRD  
COUNTY: SNOHOMISH

LEGAL: T32N R06E S25  
ELEVATION: 867-1264



Directions: From Arlington, travel 4.5 miles east on HWY-530 to Jim Creek Rd. Turn right onto Jim Creek Rd and travel 4.0 miles to Ebey Mtn Rd. Turn left onto Ebey Mtn Rd and travel 1.1 miles to the EB-11. Turn left onto the EB-11 and travel 1.9 miles to the EB-ML. Turn right onto the EB-ML and travel 2.9 miles to the UNIT.

# UNIT MAP

## Ground Herbicide - THINLINE

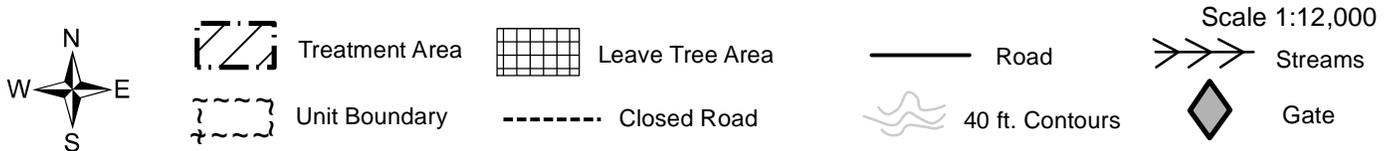
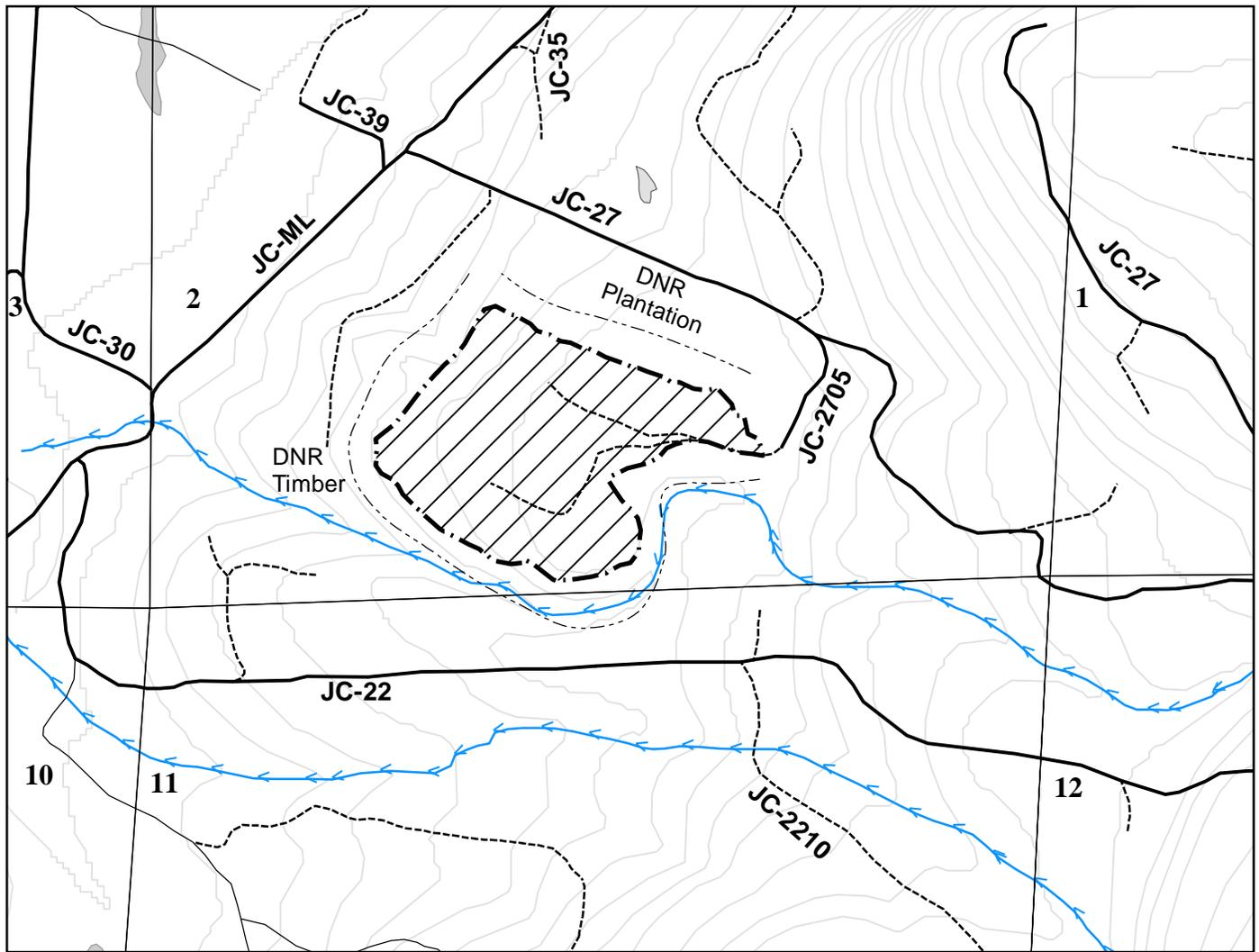
Invitation to Bid No. 1596

Unit No. NW-27

UNIT NAME: CRITTER U2  
 FMU ID: 60532  
 TRUST: 01  
 ACRES: 40

REGION: NORTHWEST  
 DISTRICT: CASCADE  
 LOCAL: STARBIRD  
 COUNTY: SNOHOMISH

LEGAL: T31N R06E S02  
 ELEVATION: 571-707



Directions: From Arlington, travel east on SR-530 to Arlington Heights Rd. Turn right onto Arlington Heights Rd and travel 2.9 miles to 123rd Ave. NE. Turn right onto 123rd Ave NE and travel 1.0 mile to 212th St NE. Turn left onto 212th St. NE and travel 0.2 miles to 127th Ave NE. Turn right onto 127th Ave NE and travel 0.2 miles to 208th St NE. Veer left onto 208th St NE and travel 0.2 miles to Nicks Rd. Continue 0.5 miles to the Jim Creek Gate. Pass through the Gate onto the JC-ML and travel 0.7 miles to the power lines. Bear Right at the powerlines to stay on the JC-ML and travel 2.0 miles to the JC-27. Turn right onto the JC-27 and travel 0.5 miles to the JC-2705. Turn right onto the JC-2705 and continue to where the road is abandoned. There is a 0.1 mile walk to the unit.

# UNIT MAP

## Ground Herbicide - THINLINE

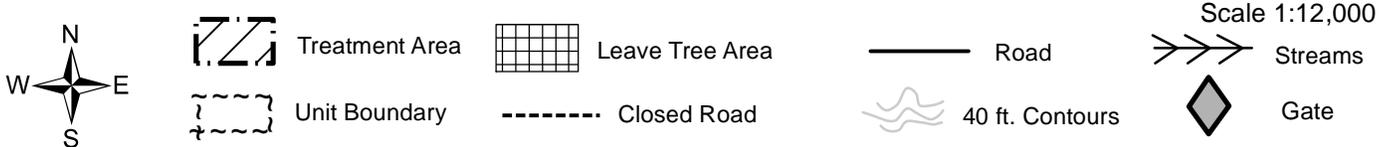
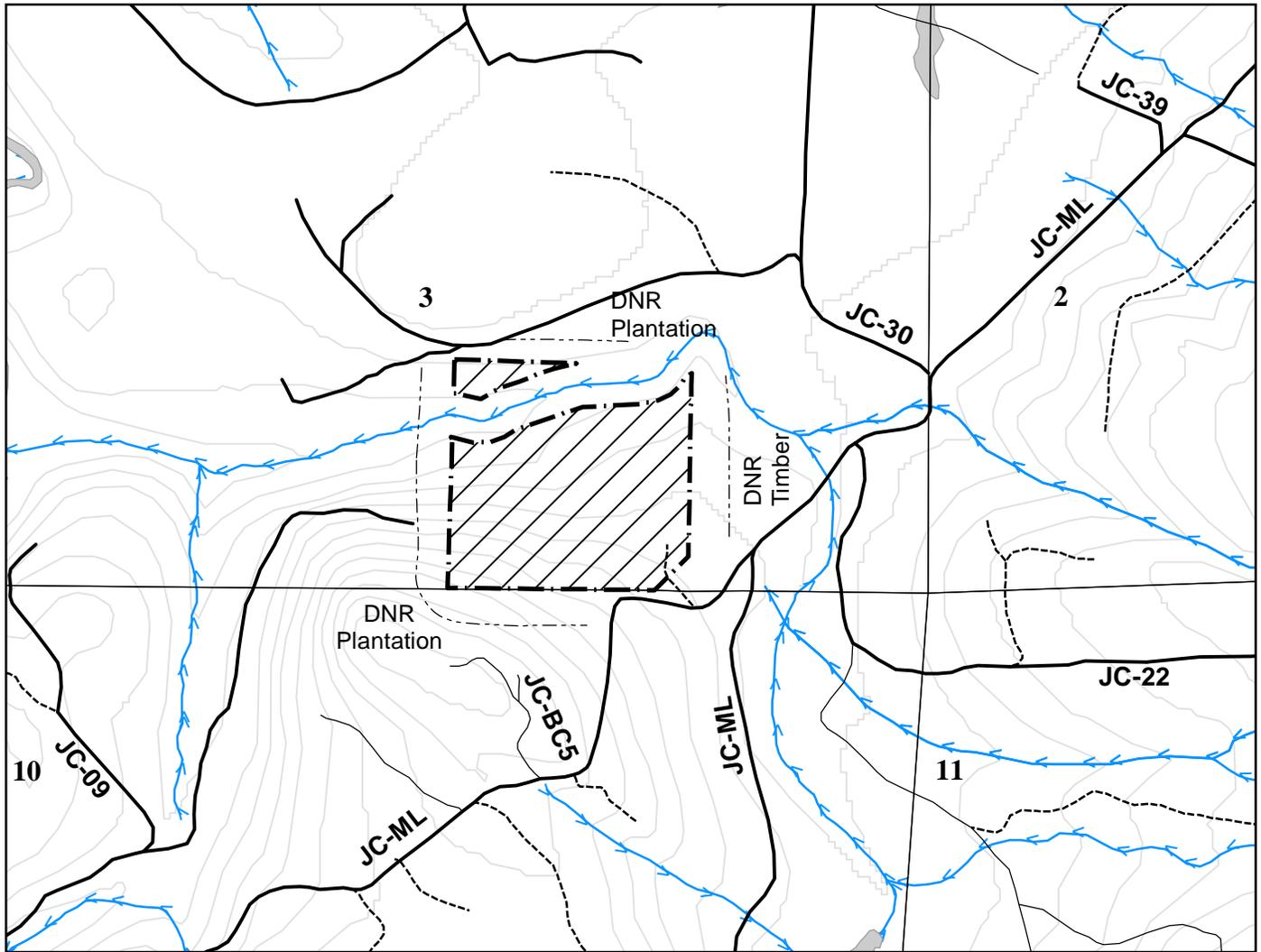
Invitation to Bid No. 1596

Unit No. NW-28

UNIT NAME: RAGEDY BEAR  
 FMU ID: 77082  
 TRUST: 03  
 ACRES: 33

REGION: NORTHWEST  
 DISTRICT: CASCADE  
 LOCAL: STARBIRD  
 COUNTY: SNOHOMISH

LEGAL: T31N R05E S03  
 ELEVATION: 320-600



Scale 1:12,000

Directions: From Arlington, travel east on SR-530 to Arlington Heights Rd. Turn right onto Arlington Heights Rd and travel 2.9 miles to 123rd Ave. NE. Turn right onto 123rd Ave NE and travel 1.0 mile to 212th St NE. Turn left onto 212th St. NE and travel 0.2 miles to 127th Ave NE. Turn right onto 127th Ave NE and travel 0.2 miles to 208th St NE. Veer left onto 208th St NE and travel 0.2 miles to Nicks Rd. Continue 0.5 miles to the Jim Creek Gate. Pass through the Gate onto the JC-ML and travel 0.7 miles to the power lines. Bear Right at the powerlines to stay on the JC-ML and travel 1.2 miles to an abandoned spur on the left. There is a 0.1 mile walk to the unit.

# UNIT MAP

## Ground Herbicide - THINLINE

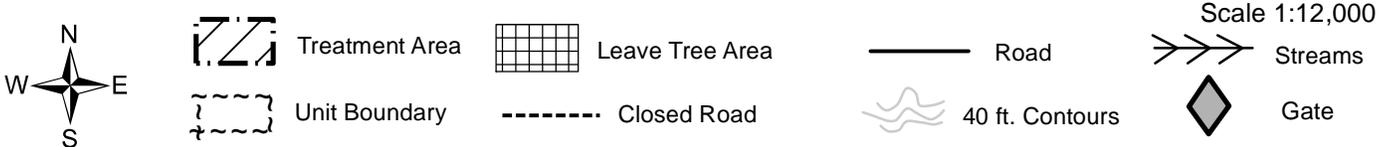
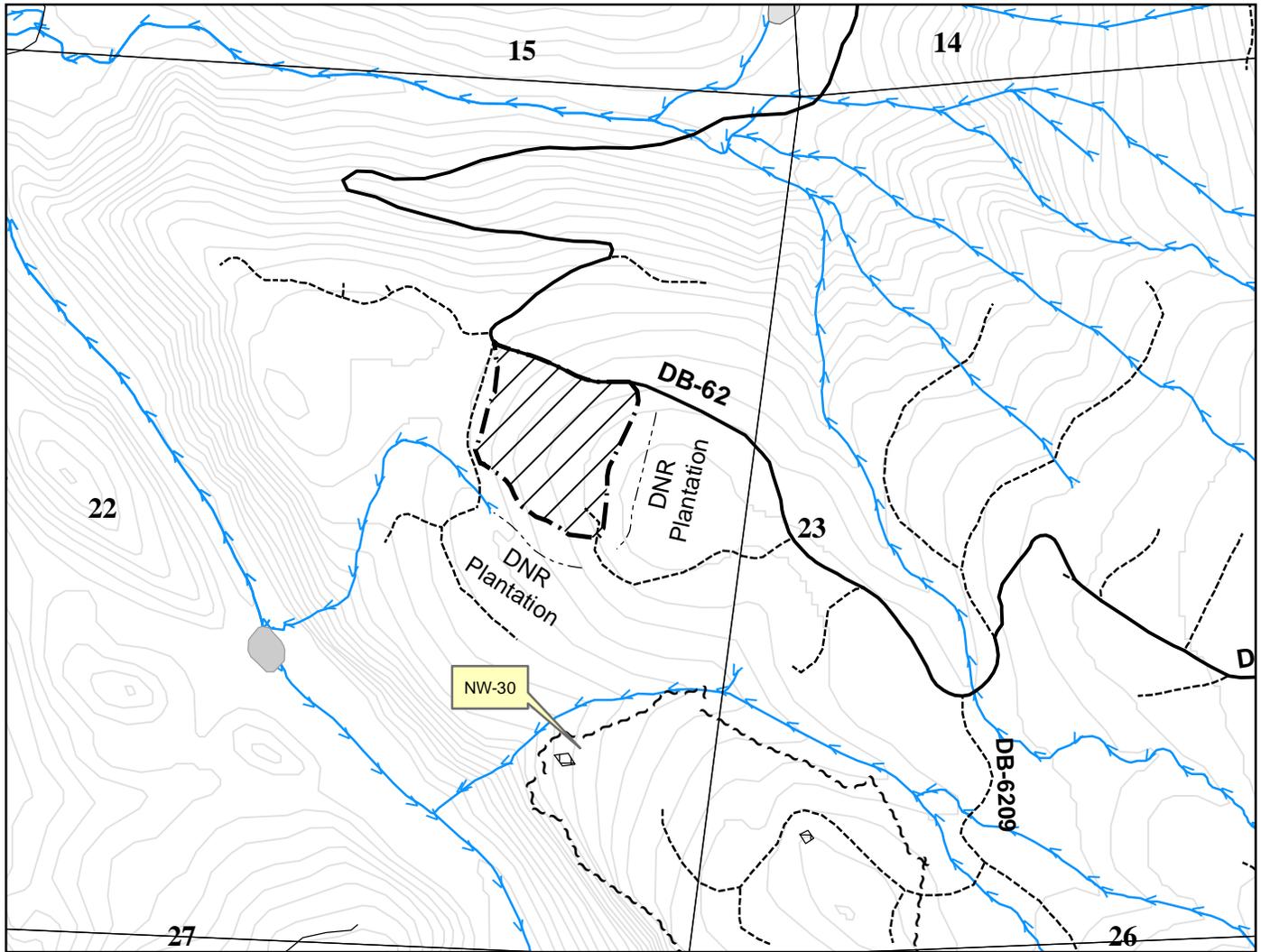
Invitation to Bid No. 1596

Unit No. NW-29

UNIT NAME: EMPERORS VIEW U4  
FMU ID: 71466  
TRUST: 01  
ACRES: 13

REGION: NORTHWEST  
DISTRICT: CASCADE  
LOCAL: STARBIRD  
COUNTY: SNOHOMISH

LEGAL: T31N R06E S22  
ELEVATION: 1036-1216



Directions: From Granite Falls, head north on Jordan Rd and travel 3.0 miles to Russian Rd. Turn right onto Russian Rd and travel 0.8 miles to a gate. Pass through the Gate onto the DB-ML and travel 3.7 miles to the DB-38. Turn right onto the DB-38 and travel 1.8 miles to the DB-67. Turn left onto the DB-67 and travel 1.1 miles to the DB-62. Bear right onto the DB-62 and travel 1.4 mile to the unit.

# UNIT MAP

## Ground Herbicide - THINLINE

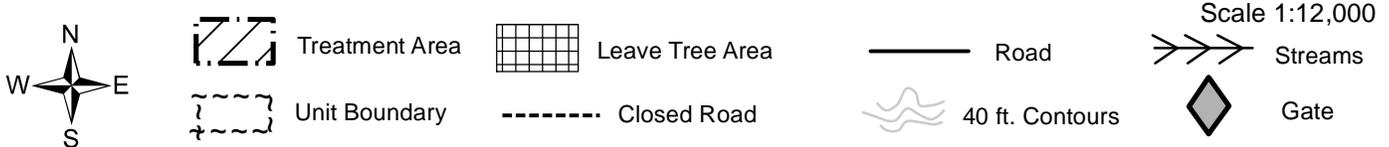
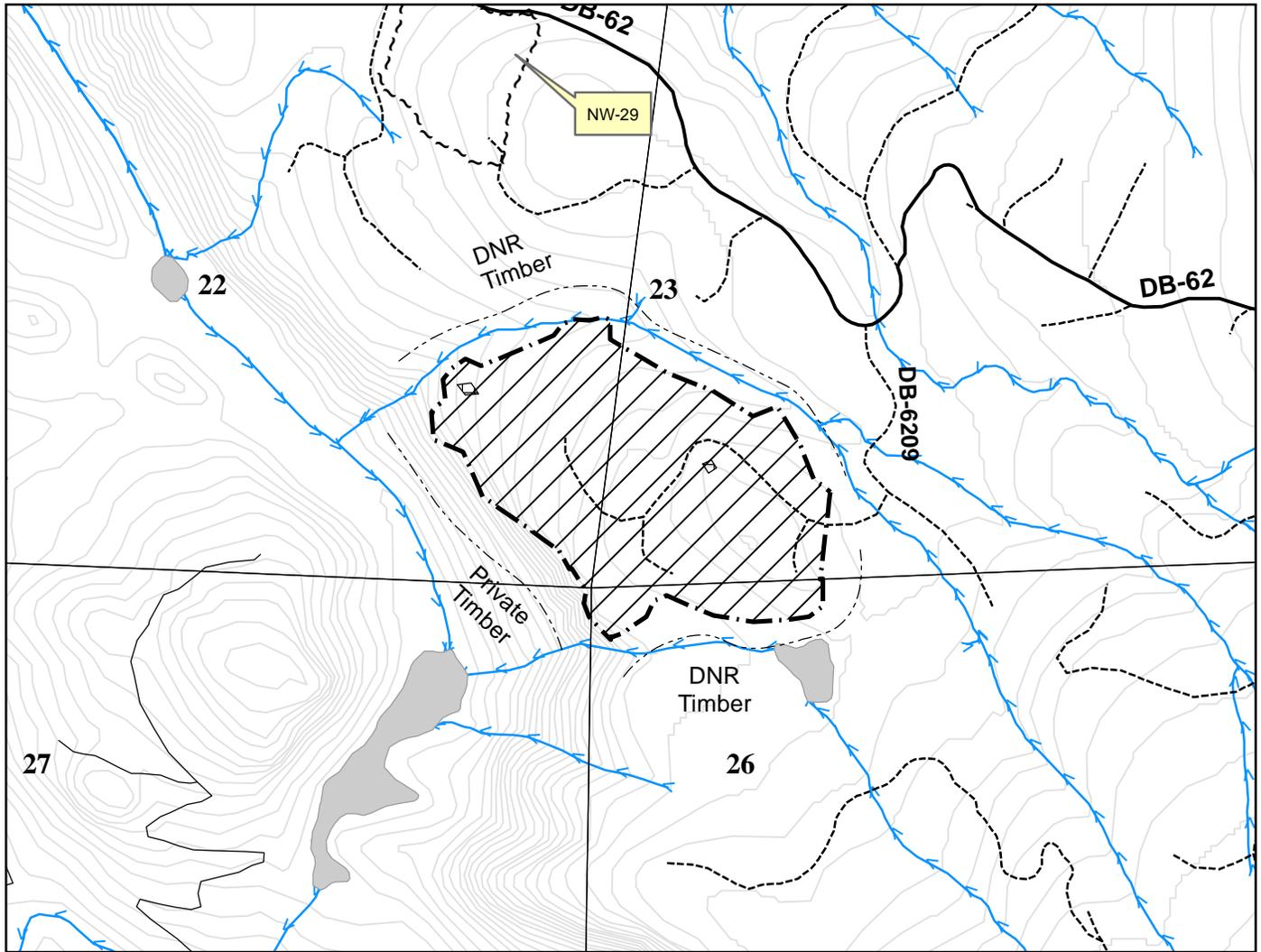
Invitation to Bid No. 1596

Unit No. NW-30

UNIT NAME: EMPERORS VIEW U1  
 FMU ID: 71463  
 TRUST: 01  
 ACRES: 57

REGION: NORTHWEST  
 DISTRICT: CASCADE  
 LOCAL: STARBIRD  
 COUNTY: SNOHOMISH

LEGAL: T31N R06E S22,23,26,27  
 ELEVATION: 813-1316



Directions: From Granite Falls, head north on Jordan Rd and travel 3.0 miles to Russian Rd. Turn right onto Russian Rd and travel 0.8 miles to a gate. Pass through the Gate onto the DB-ML and travel 3.7 miles to the DB-38. Turn right onto the DB-38 and travel 1.8 miles to the DB-67. Turn left onto the DB-67 and travel 1.1 miles to the DB-62. Bear right onto the DB-62 and travel 0.9 mile to the abandoned DB-6209. There is a 0.3 mile walk on the DB-6209 to the unit.

# UNIT MAP

## Ground Herbicide - THINLINE

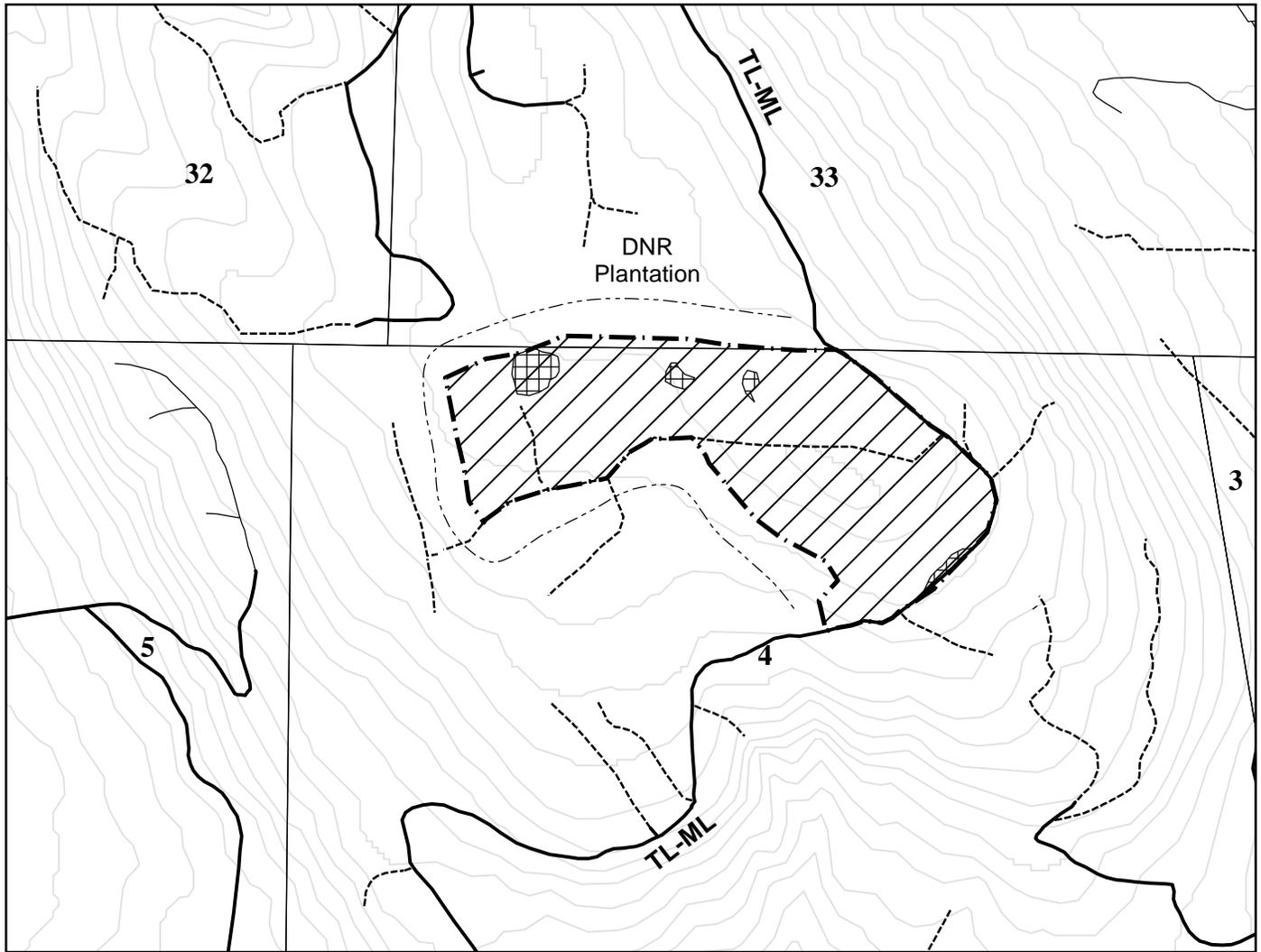
Invitation to Bid No. 1596

Unit No. NW-31

UNIT NAME: APPALOOSA U2  
 FMU ID: 65430  
 TRUST: 01  
 ACRES: 61

REGION: NORTHWEST  
 DISTRICT: CASCADE  
 LOCAL: BOULDER  
 COUNTY: SNOHOMISH

LEGAL: T29N R07E S33  
 T28N R07E S04  
 ELEVATION: 1058-1206



Directions: From Monroe, travel 7.7 miles north on Woods Creek Rd to the TL-ML. Turn left onto the TL-ML and travel 3.9 miles to the unit.

# UNIT MAP

## Ground Herbicide - THINLINE

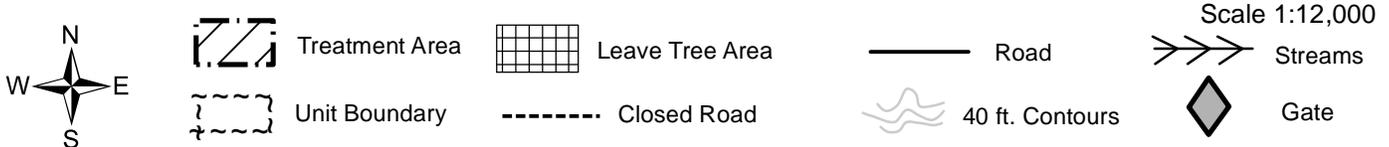
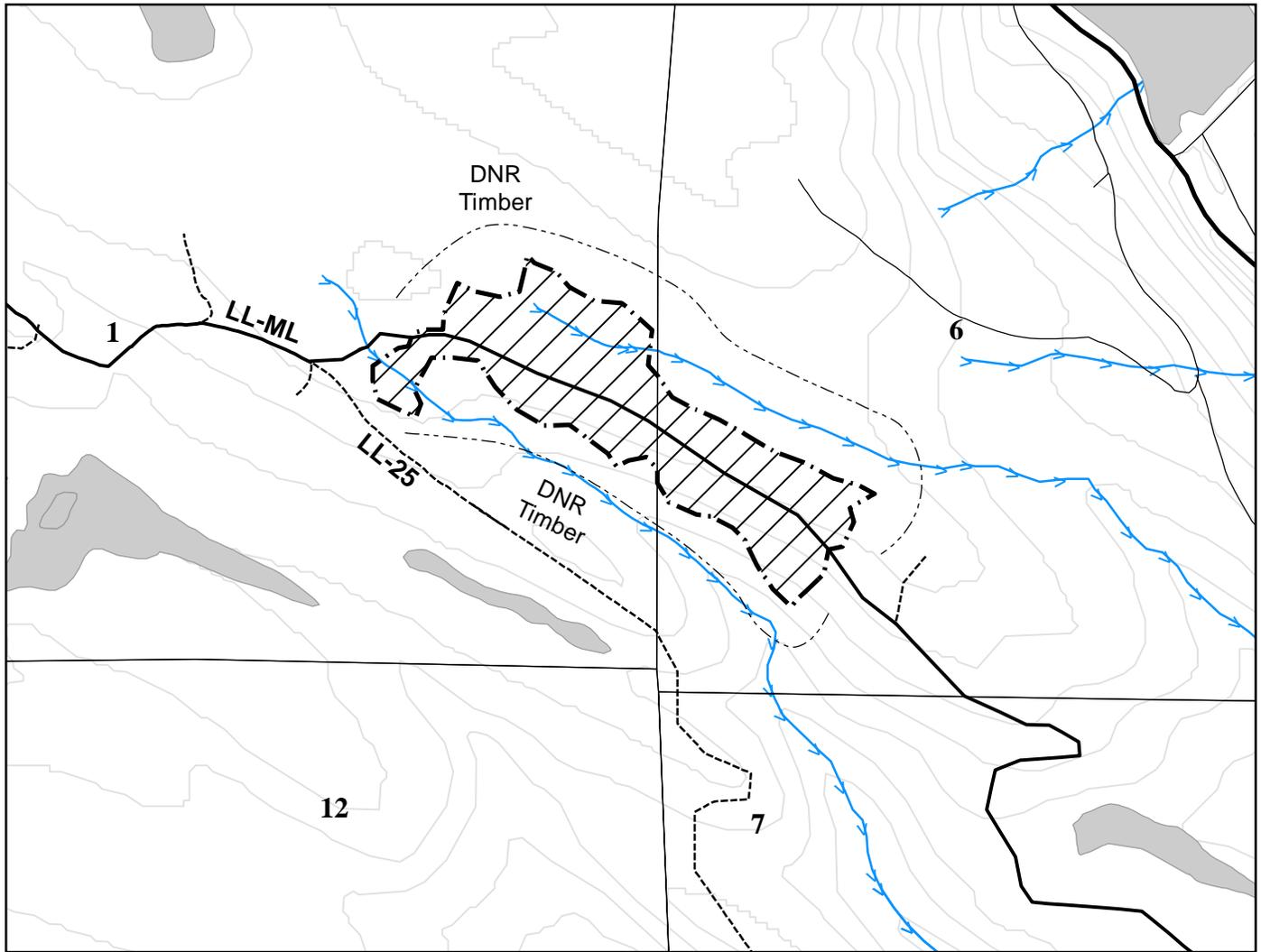
Invitation to Bid No. 1596

Unit No. NW-32

UNIT NAME: OOLONG U3  
 FMU ID: 65412  
 TRUST: 01  
 ACRES: 33

REGION: NORTHWEST  
 DISTRICT: CASCADE  
 LOCAL: BOULDER  
 COUNTY: SNOHOMISH

LEGAL: T28N R08E S06  
 T28N R07E S01  
 ELEVATION: 851-1003



Directions: From Monroe, travel 8.1 miles north on Woods Creek Rd. to the LL-ML. Turn right onto the LL-ML and travel 2.5 miles to the unit.

# UNIT MAP

## Ground Herbicide - THINLINE

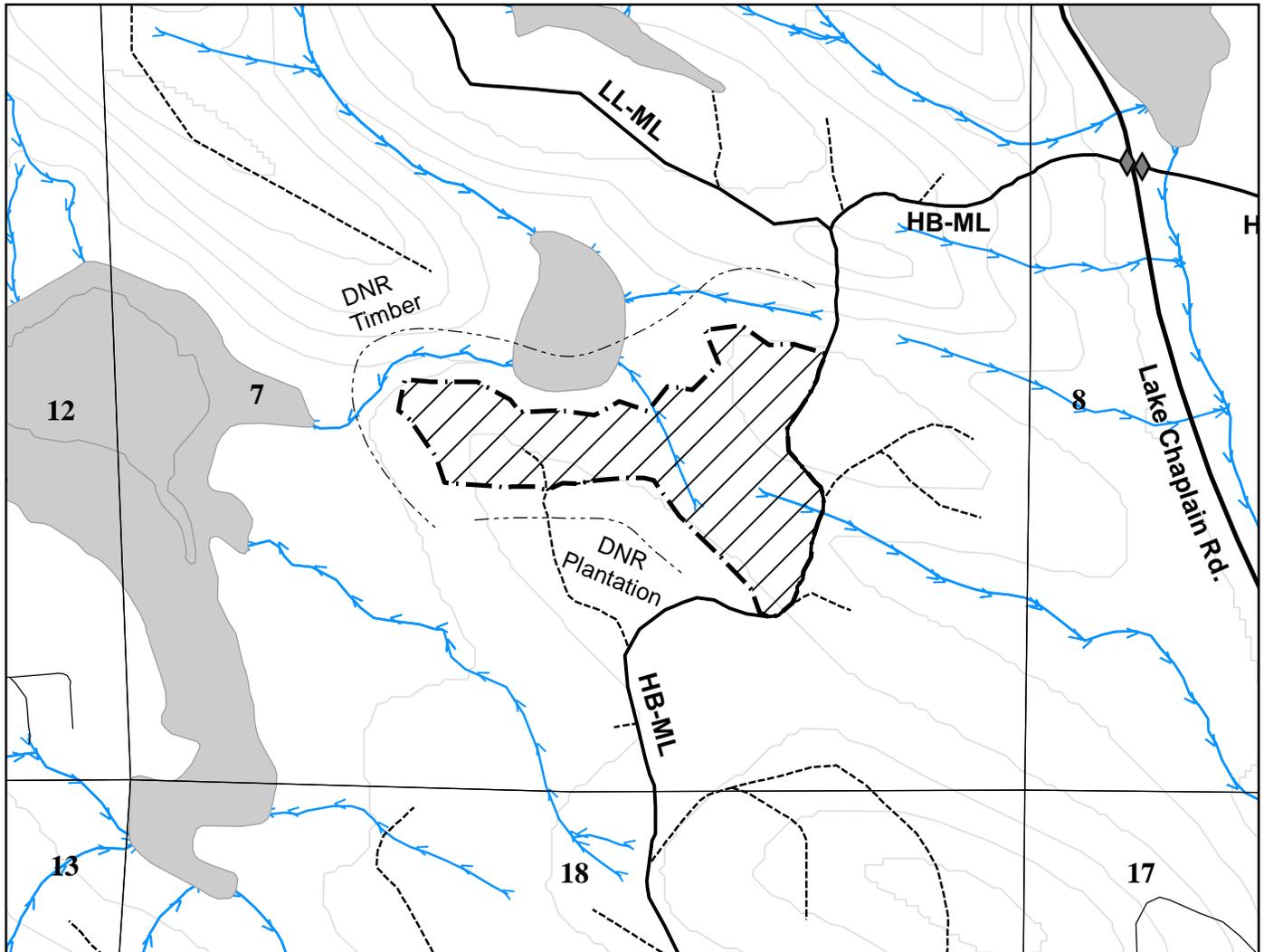
Invitation to Bid No. 1596

Unit No. NW-33

UNIT NAME: CLEMENTINE U2  
 FMU ID: 81402  
 TRUST: 01  
 ACRES: 37

REGION: NORTHWEST  
 DISTRICT: CASCADE  
 LOCAL: BOULDER  
 COUNTY: SNOHOMISH

LEGAL: T28N R08E S07  
 ELEVATION: 643-702



Directions: From Monroe, travel north 8.1 miles north on Woods Creek Rd to the LL-ML. Turn Rt onto the LL-ML and travel 3.9 miles to the HB-ML. Turn right onto the HB-ML and travel 0.2 miles to the unit.

# UNIT MAP

## Ground Herbicide - THINLINE

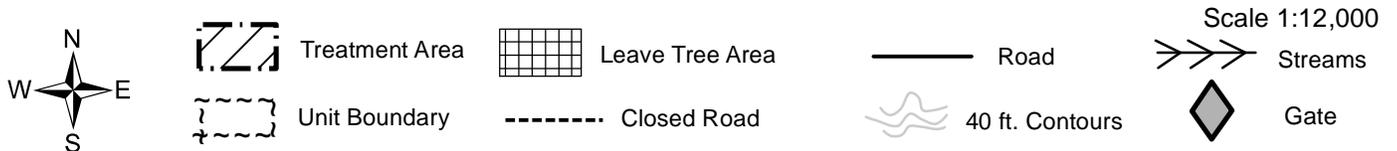
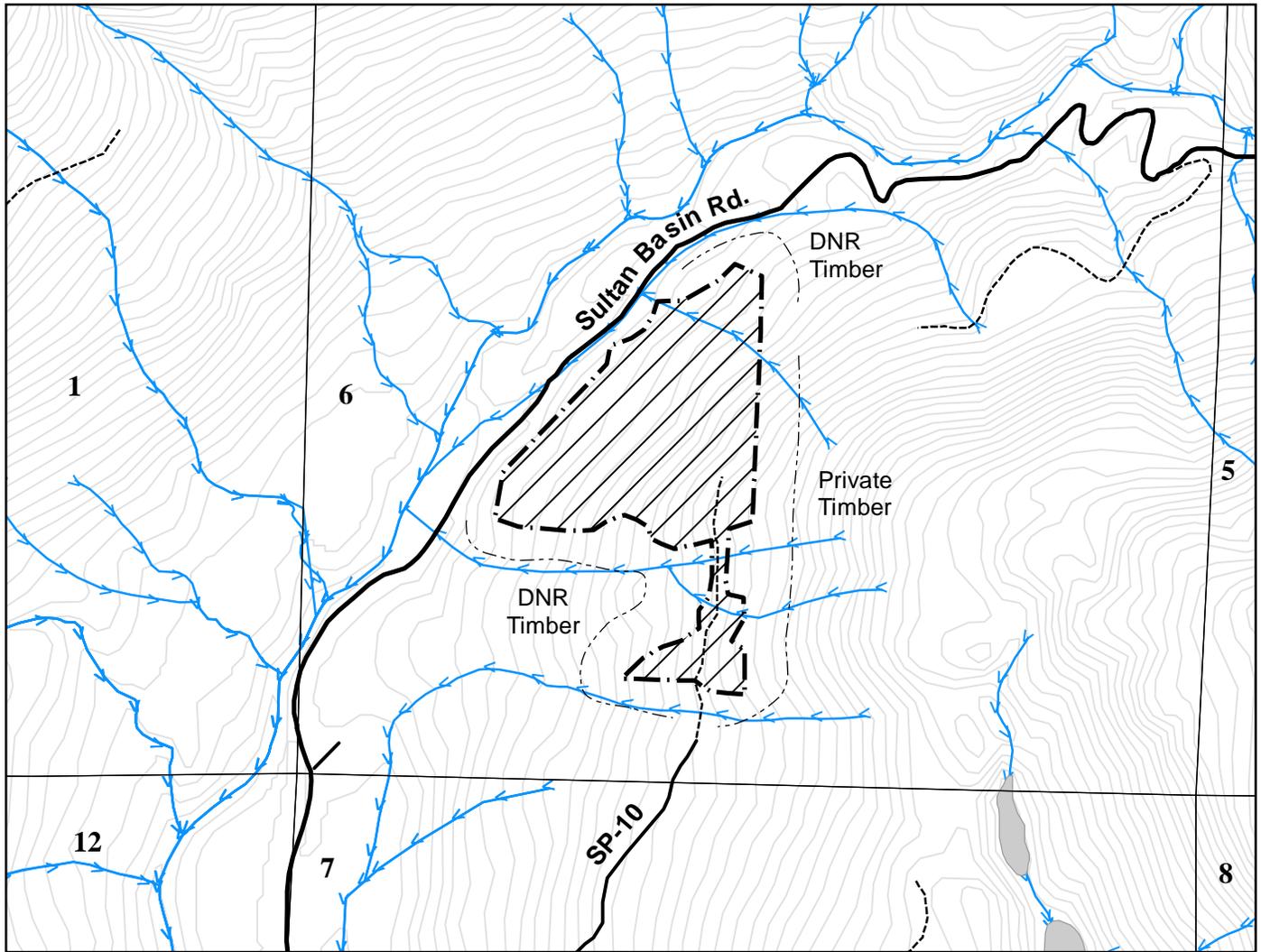
Invitation to Bid No. 1596

Unit No. NW-34

UNIT NAME: PASSING LANE U2  
 FMU ID: 47769  
 TRUST: 07  
 ACRES: 40

REGION: NORTHWEST  
 DISTRICT: CASCADE  
 LOCAL: BOULDER  
 COUNTY: SNOHOMISH

LEGAL: T28N R09E S06  
 ELEVATION: 1105-1729



Directions: From Sultan, travel 10.3 miles north on Sultan Basin Rd to the SP-ML. Turn right onto the SP-ML and travel 1.0 mile to the SP-10. Turn left onto the SP-10 and travel 0.6 mile to where the SP-10 is abandoned. There is a 0.1 mile walk to the unit.

# UNIT MAP

## Ground Herbicide - SITE PREP

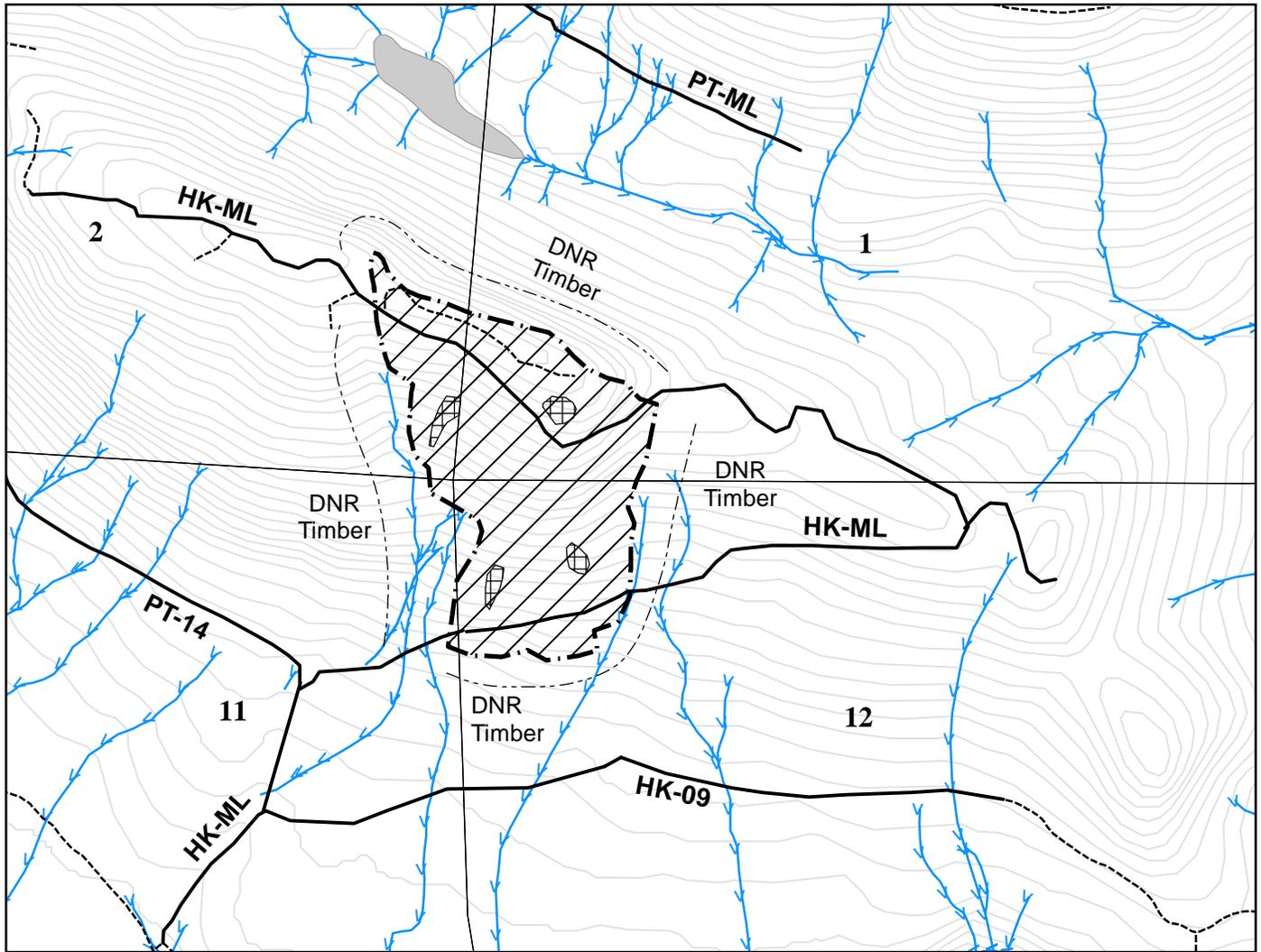
Invitation to Bid No. 1596

Unit No. NW-35

UNIT NAME: WORTHY ADVERSARY U1  
 FMU ID: 68621  
 TRUST: 03,06,07  
 ACRES: 47

REGION: NORTHWEST  
 DISTRICT: CASCADE  
 LOCAL: BOULDER  
 COUNTY: SNOHOMISH

LEGAL: T28N R08E S01,02,11,12  
 ELEVATION: 1121-2070



Scale 1:12,000

Directions: From Sultan, head north on Sultan Basin Rd and travel 7.0 miles to the HK-ML. Turn left onto the HK-ML and travel 1.2 miles on the mainline to the unit.

# UNIT MAP

## Ground Herbicide - THINLINE

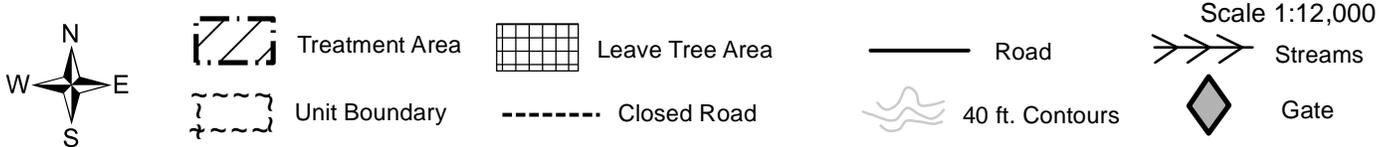
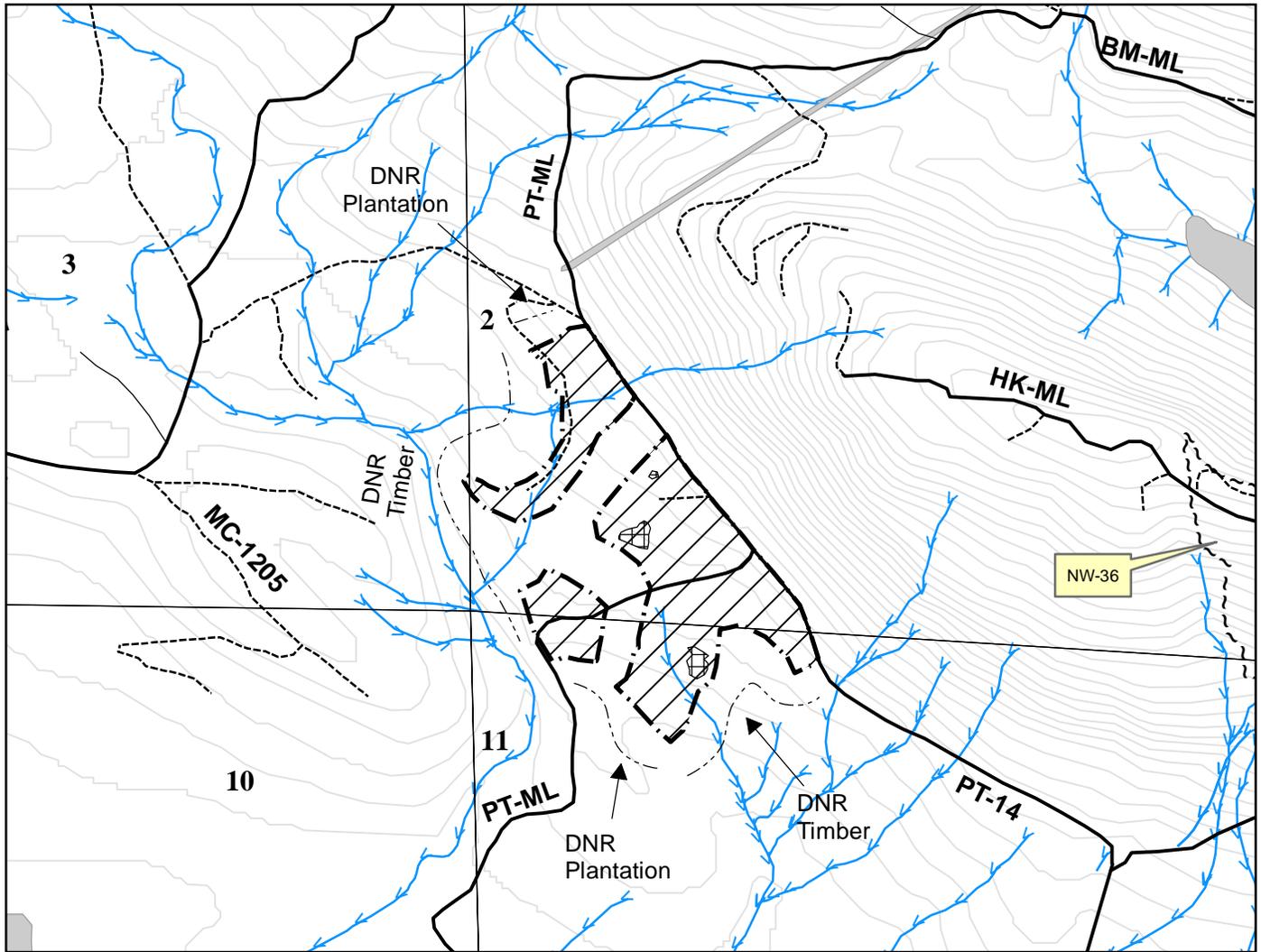
Invitation to Bid No. 1596

Unit No. NW-36

UNIT NAME: GARDEN PARTY U3  
 FMU ID: 65721  
 TRUST: 03  
 ACRES: 34

REGION: NORTHWEST  
 DISTRICT: CASCADE  
 LOCAL: BOULDER  
 COUNTY: SNOHOMISH

LEGAL: T28N R08E S02,03,11  
 ELEVATION: 869-1104



Directions: From Sultan, head north on Sultan Basin Rd and travel 7.0 miles to the HK-ML. Turn left onto the HK-ML and travel 1.0 miles on the mainline to the PT-14. Turn left onto the PT-14 and travel 0.4 mile to the unit.

# UNIT MAP

## Ground Herbicide - THINLINE

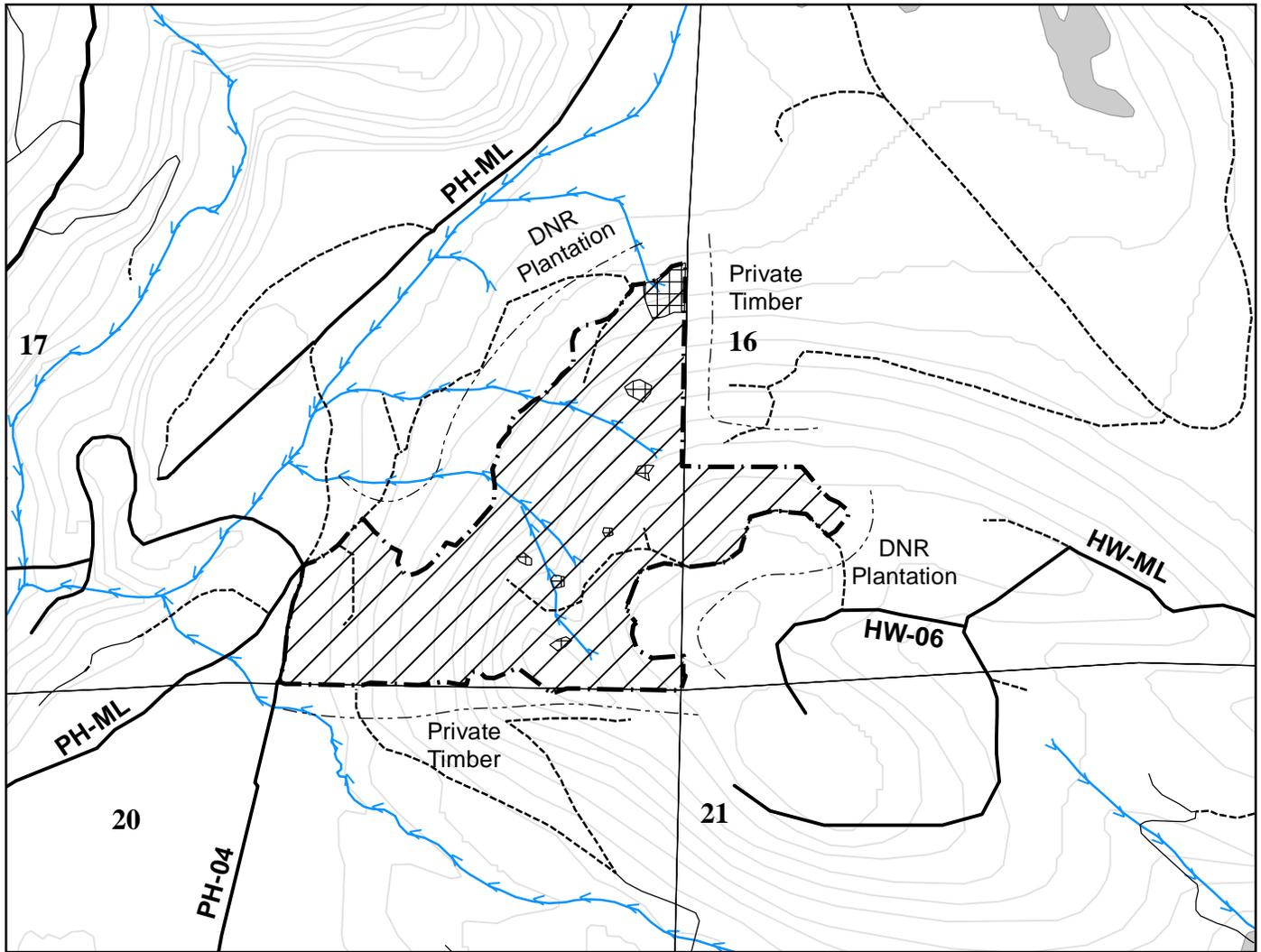
Invitation to Bid No. 1596

Unit No. NW-37

UNIT NAME: TRAILER U5  
 FMU ID: 68601  
 TRUST: 01  
 ACRES: 68

REGION: NORTHWEST  
 DISTRICT: CASCADE  
 LOCAL: BOULDER  
 COUNTY: SNOHOMISH

LEGAL: T28N R08E S16,17,20  
 ELEVATION: 500-989



Scale 1:12,000

	Treatment Area	Leave Tree Area	Road	Streams
	Unit Boundary	Closed Road	40 ft. Contours	Gate

Directions: From Sultan, travel 0.8 miles east on HWY 2 to Sultan Basin Rd. Turn left onto Sultan Basin Rd and travel north 2.0 miles to 116th St SE, which becomes the PH-ML after 0.5 miles. Continue along the PH-ML 1.7 miles to the unit.

# UNIT MAP

## Ground Herbicide - SITE PREP

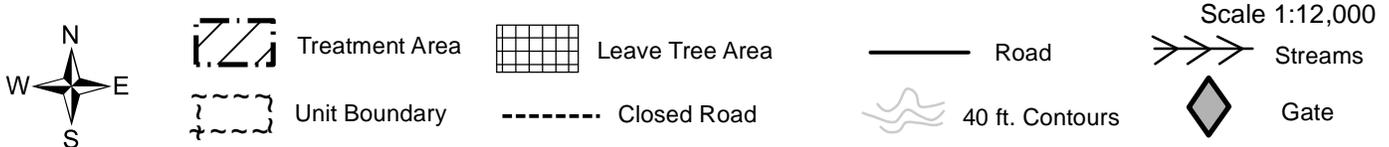
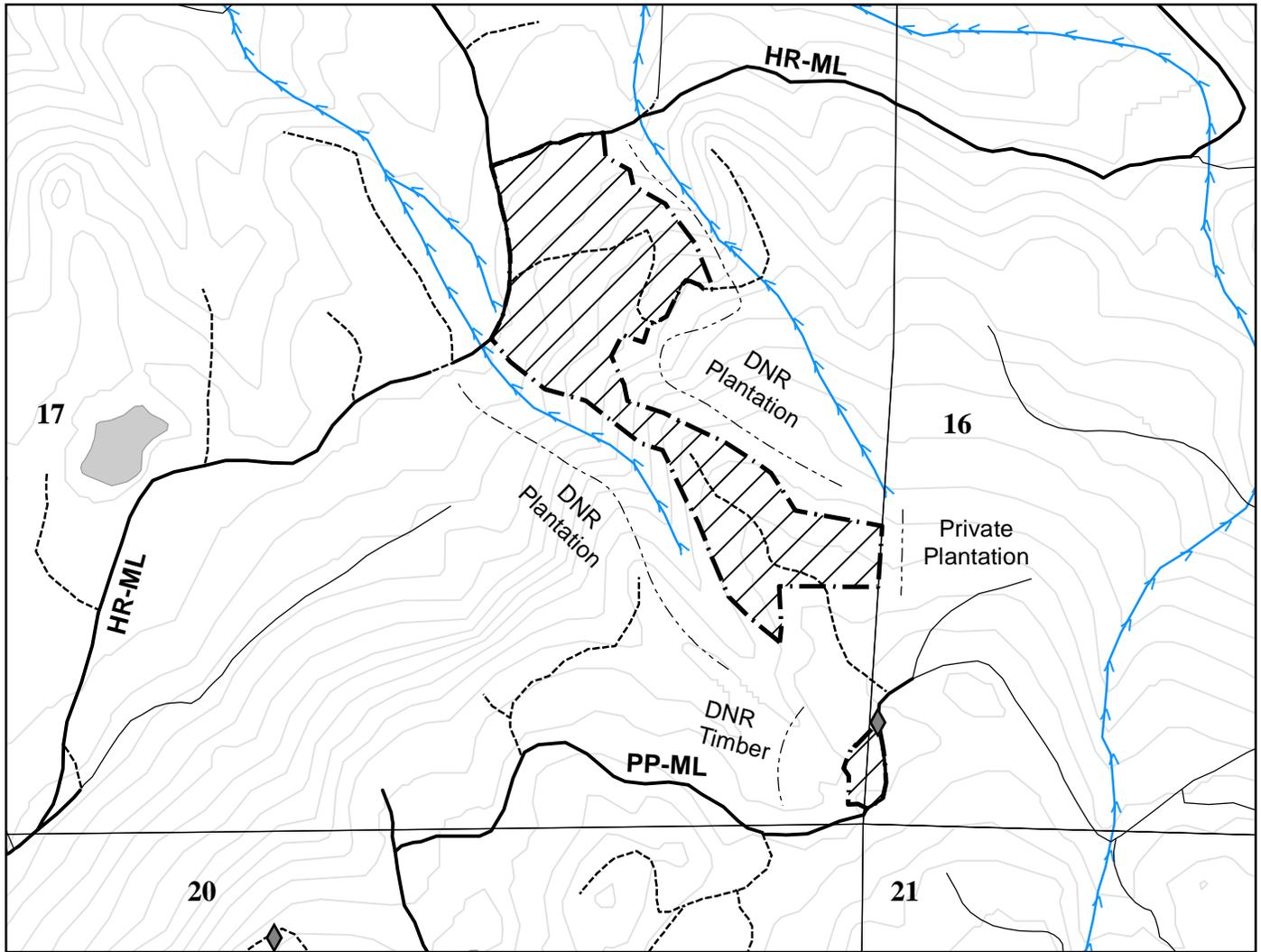
Invitation to Bid No. 1596

Unit No. NW-38

UNIT NAME: EQUINOX U2  
 FMU ID: 37531  
 TRUST: 01  
 ACRES: 42

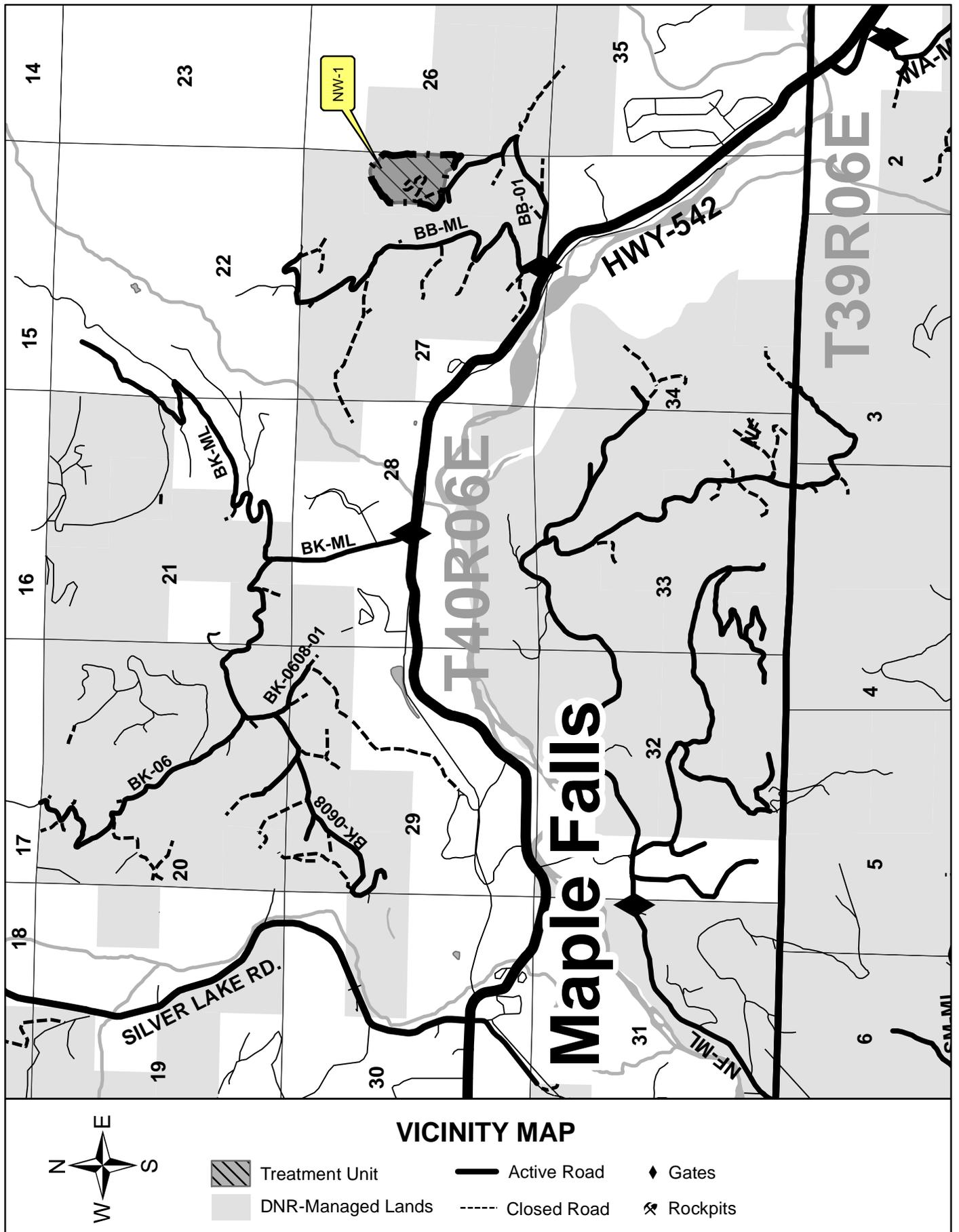
REGION: NORTHWEST  
 DISTRICT: CASCADE  
 LOCAL: BOULDER  
 COUNTY: SNOHOMISH

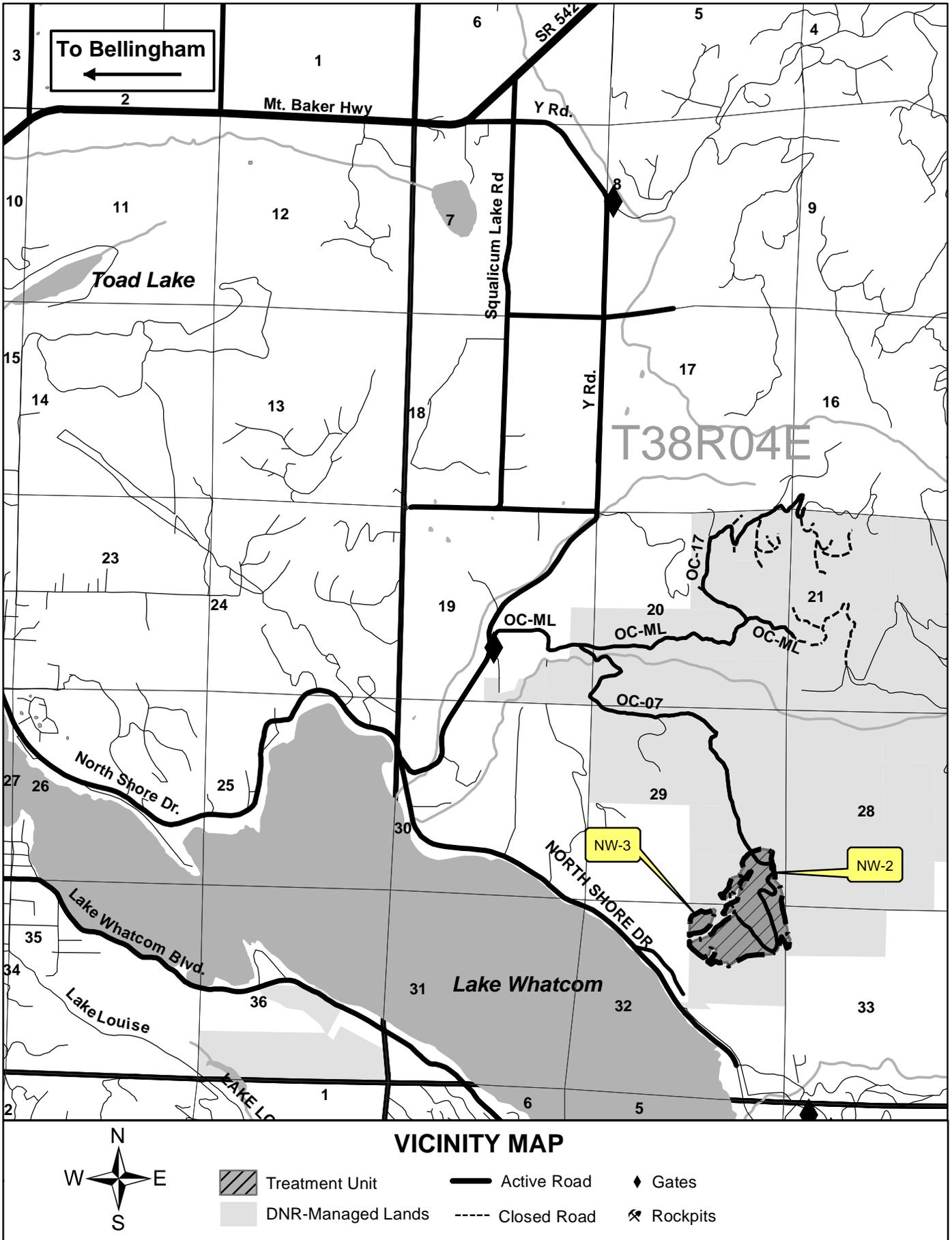
LEGAL: T27N R07E S16,17  
 ELEVATION: 749-1327

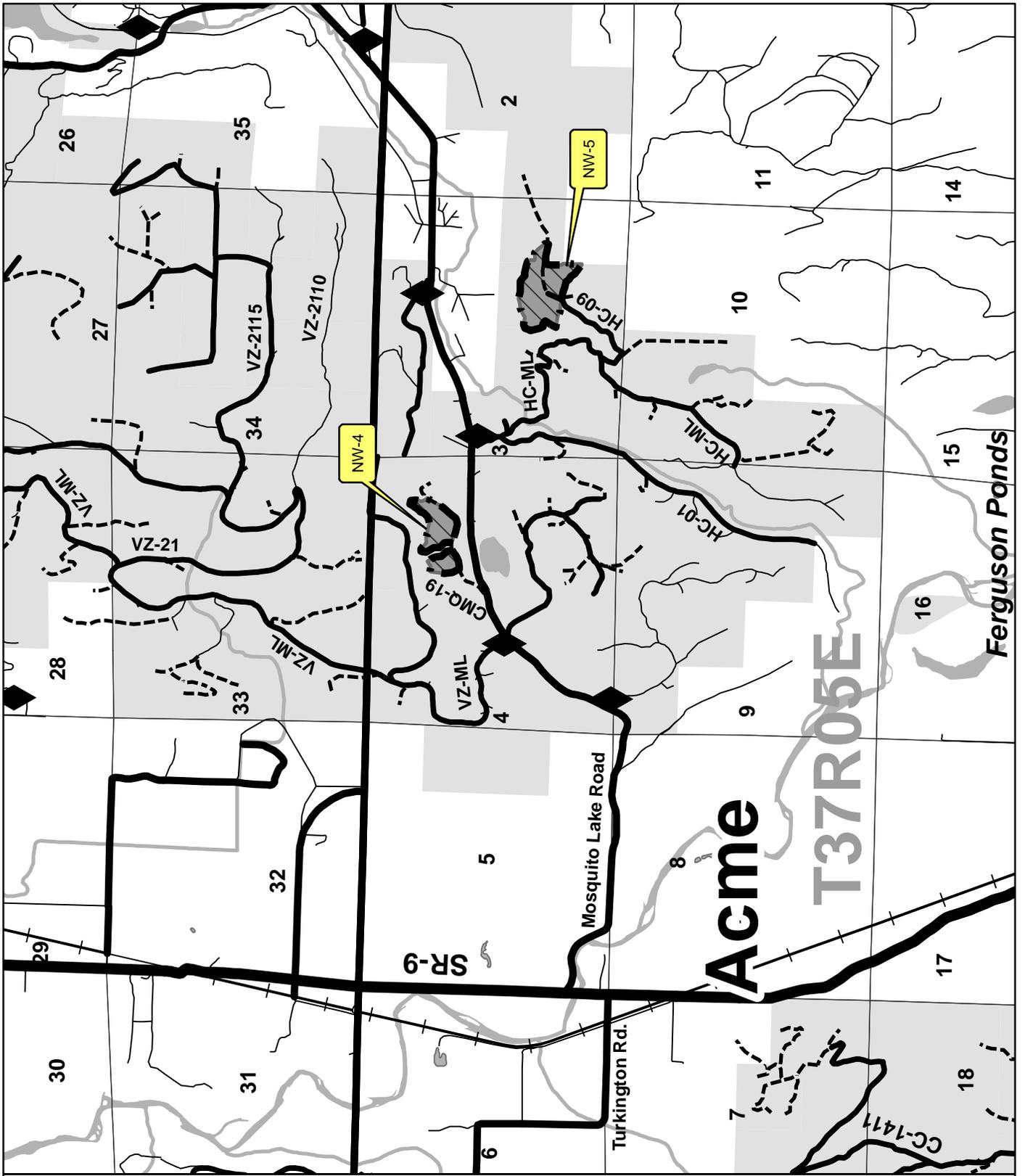


Directions: From Monroe, head south 3.4 miles on SR 203 to Highrock Rd. Turn left onto Highrock Rd and travel 1.1 miles to the HR-ML. Turn left onto the HR-ML and travel 2.4 miles to the unit.

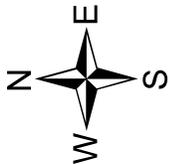
## **SECTION II-C: VICINITY MAPS**



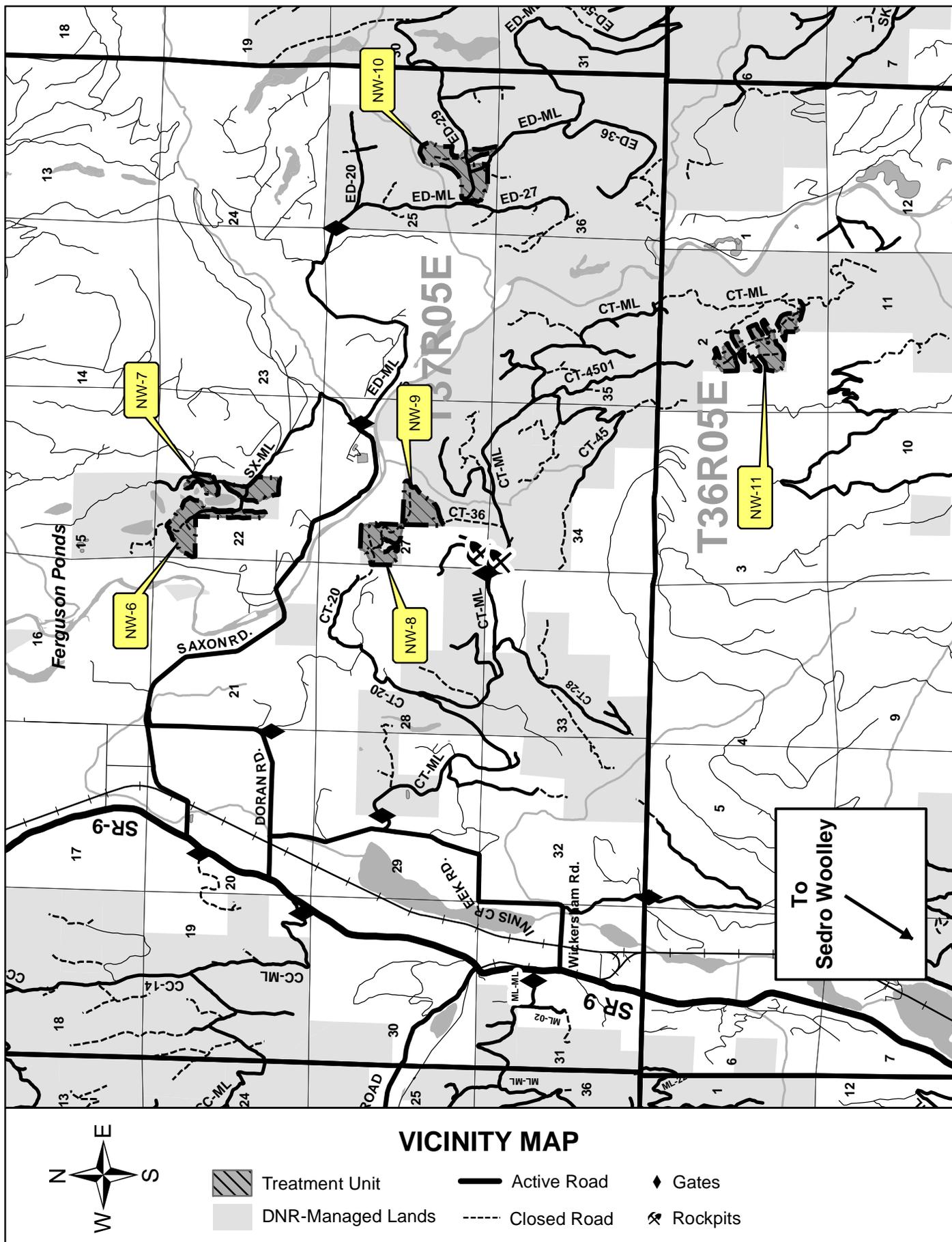


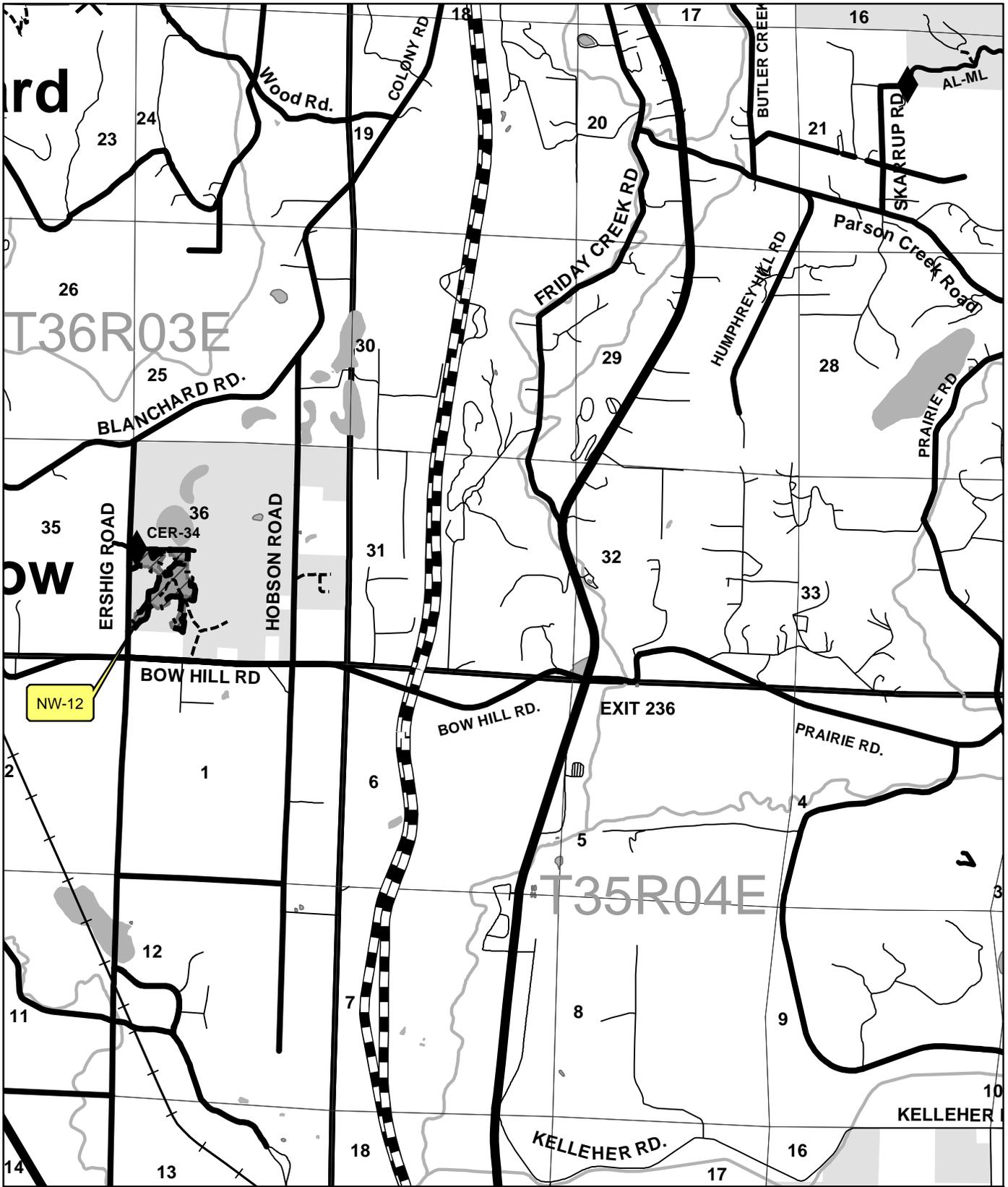


**VICINITY MAP**



- |   |   |  |
|---|---|--|
|  Treatment Unit    |  Active Road |  Gates    |
|  DNR-Managed Lands |  Closed Road |  Rockpits |

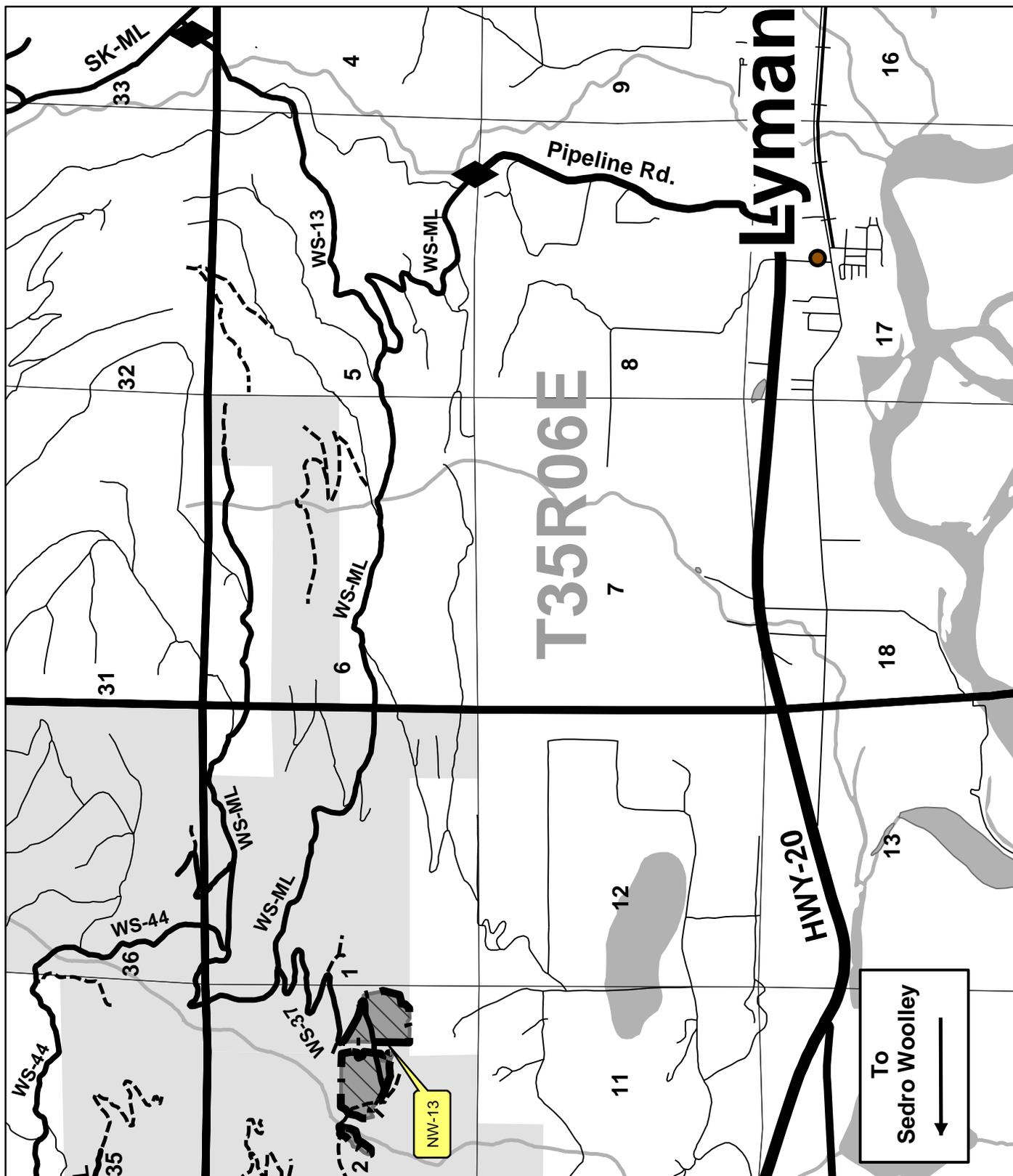




**VICINITY MAP**

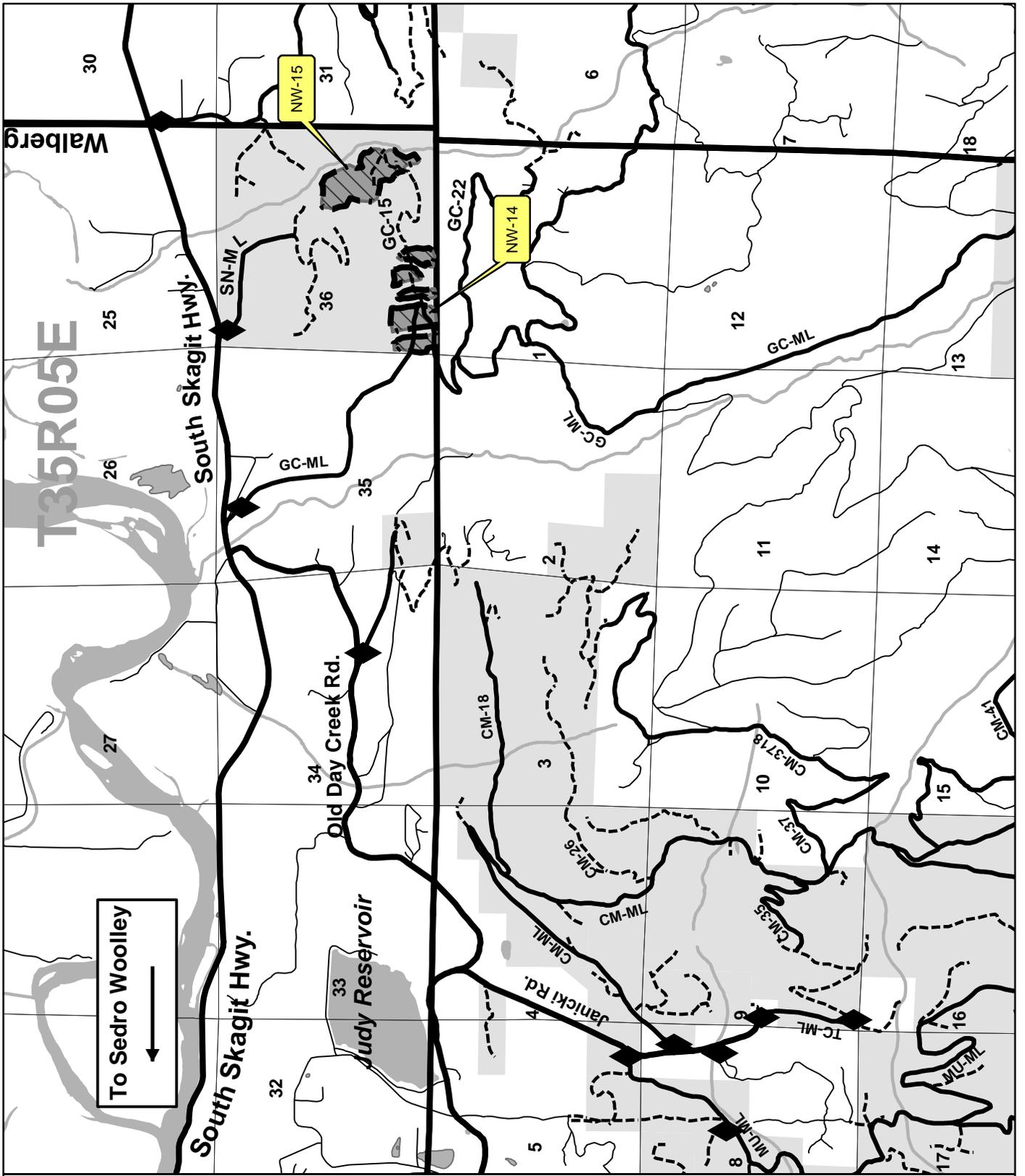


- Treatment Unit
- Active Road
- Gates
- DNR-Managed Lands
- Closed Road
- Rockpits



**VICINITY MAP**

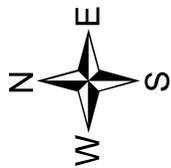
- Treatment Unit
- DNR-Managed Lands
- Active Road
- Closed Road
- Gates
- Rockpits



T35R05E

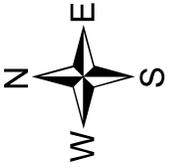
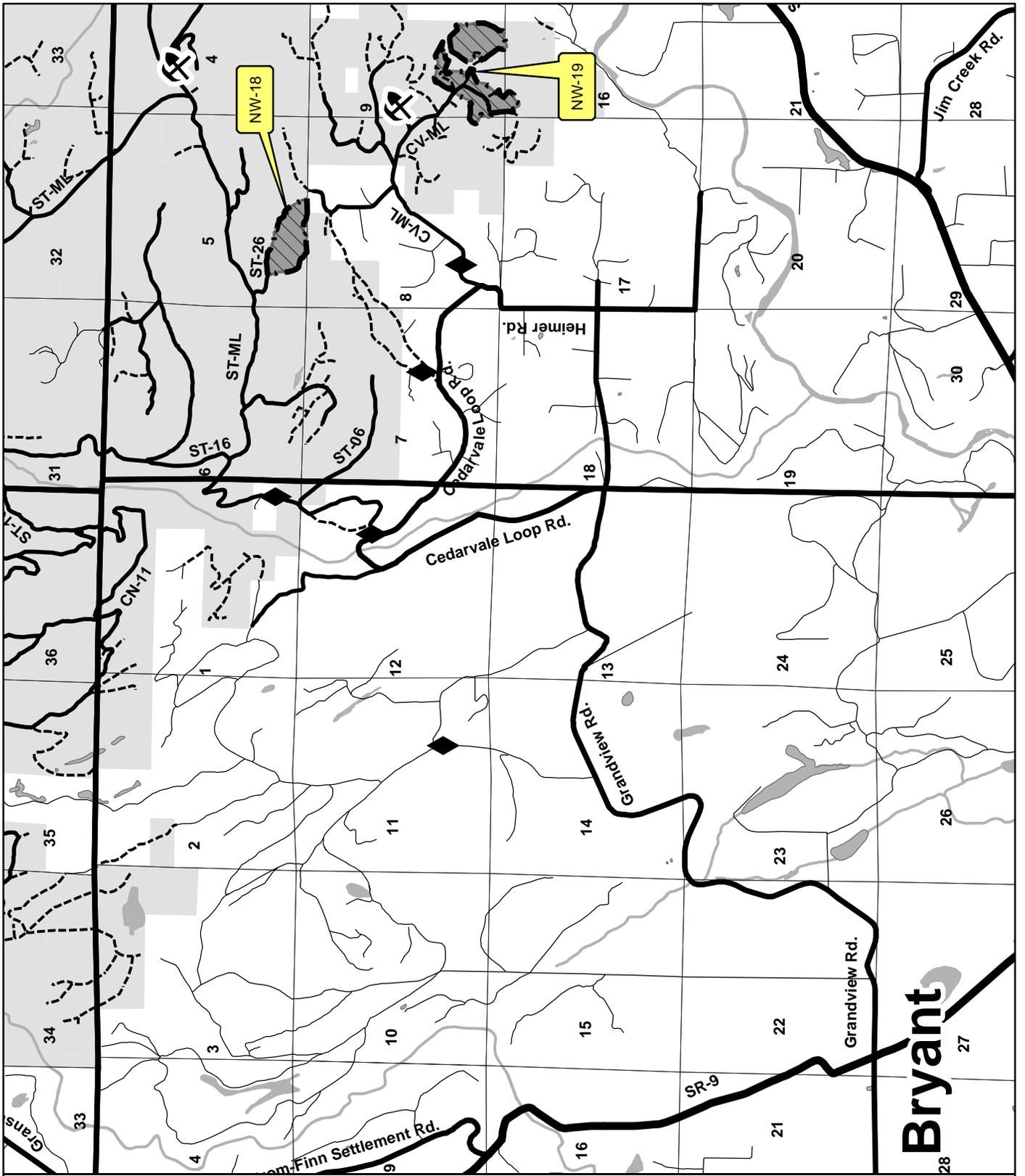
To Sedro Woolley  
←

**VICINITY MAP**



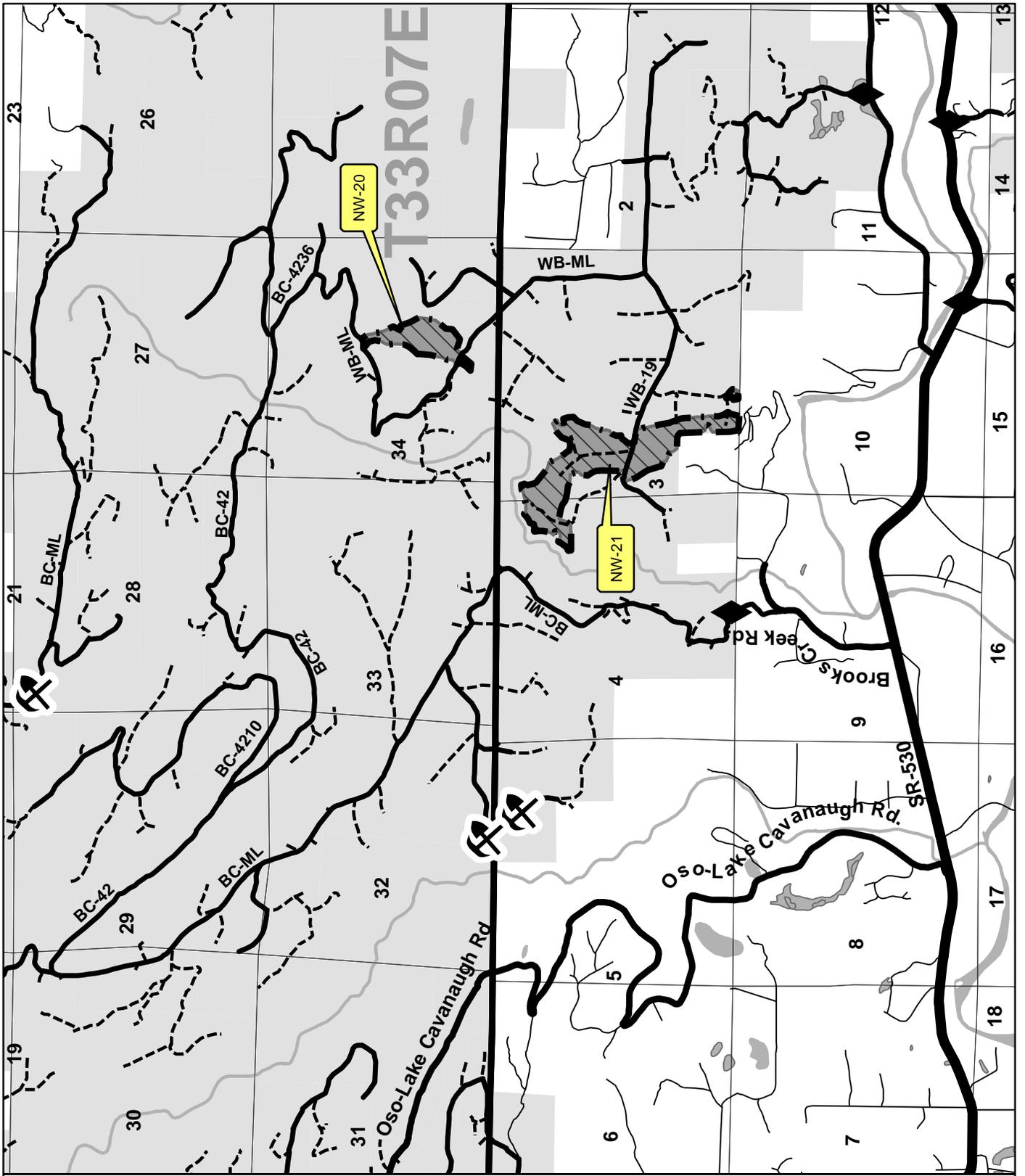
- Treatment Unit
- Active Road
- Gates
- DNR-Managed Lands
- Closed Road
- Rockpits





**VICINITY MAP**

- Treatment Unit
- Active Road
- Gates
- DNR-Managed Lands
- Closed Road
- Rockpits

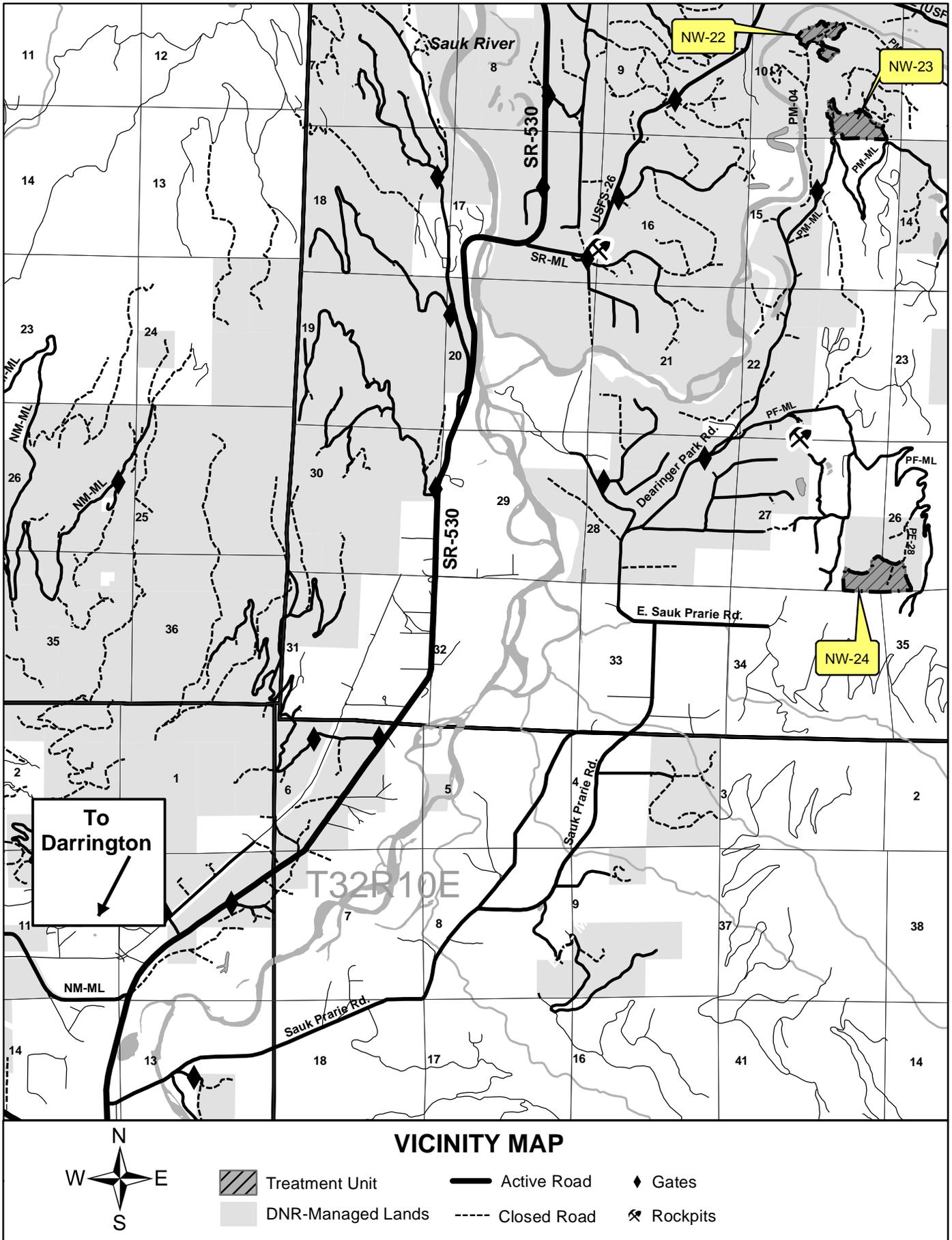


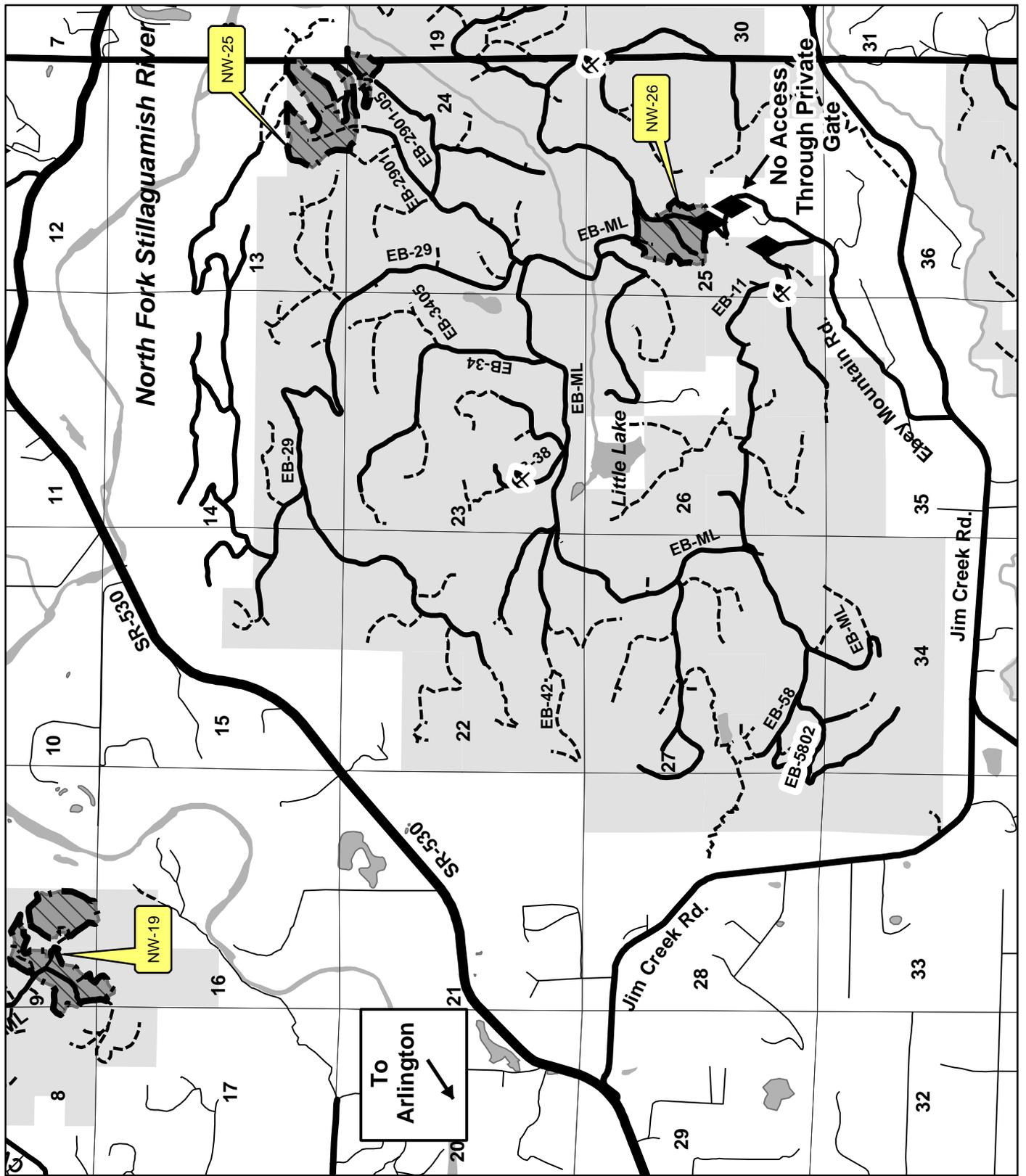
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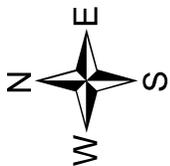
**VICINITY MAP**

- Treatment Unit
- Active Road
- Gates
- DNR-Managed Lands
- Closed Road
- Rockpits

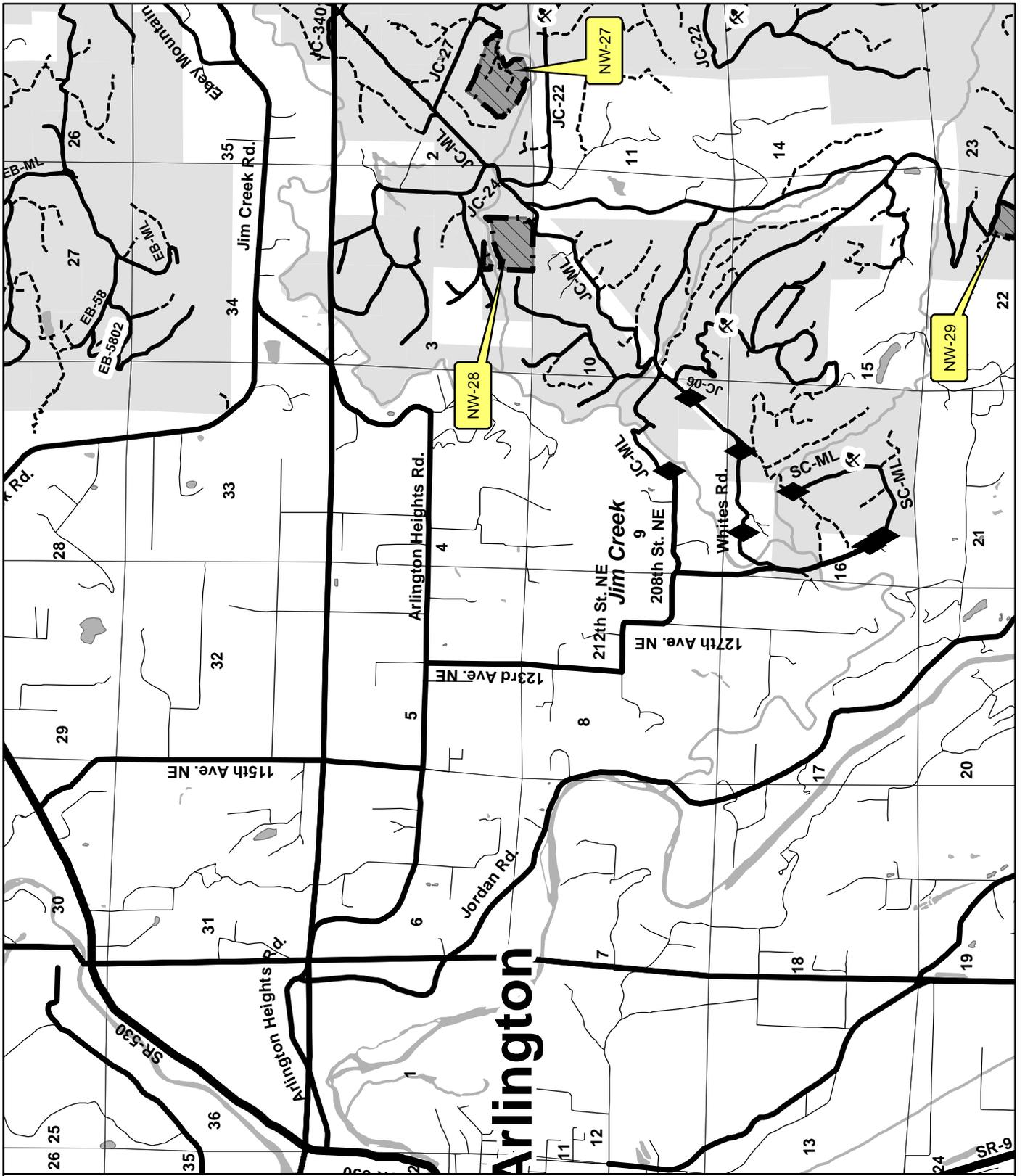




### VICINITY MAP

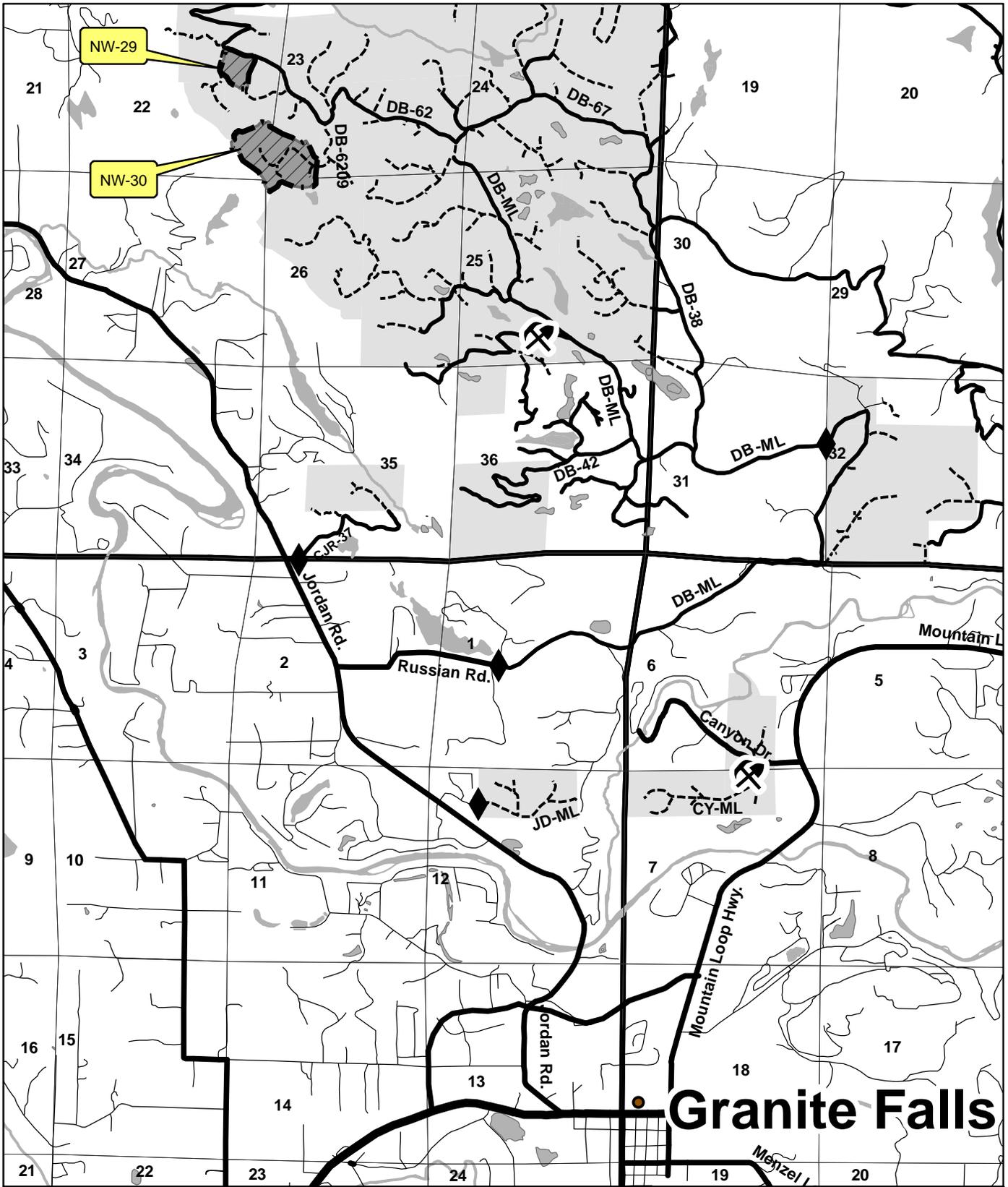


- |                   |             |          |
|-------------------|-------------|----------|
| Treatment Unit    | Active Road | Gates    |
| DNR-Managed Lands | Closed Road | Rockpits |



**VICINITY MAP**

- Treatment Unit
- Active Road
- Gates
- DNR-Managed Lands
- Closed Road
- Rockpits

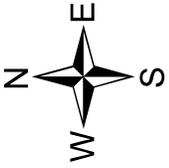
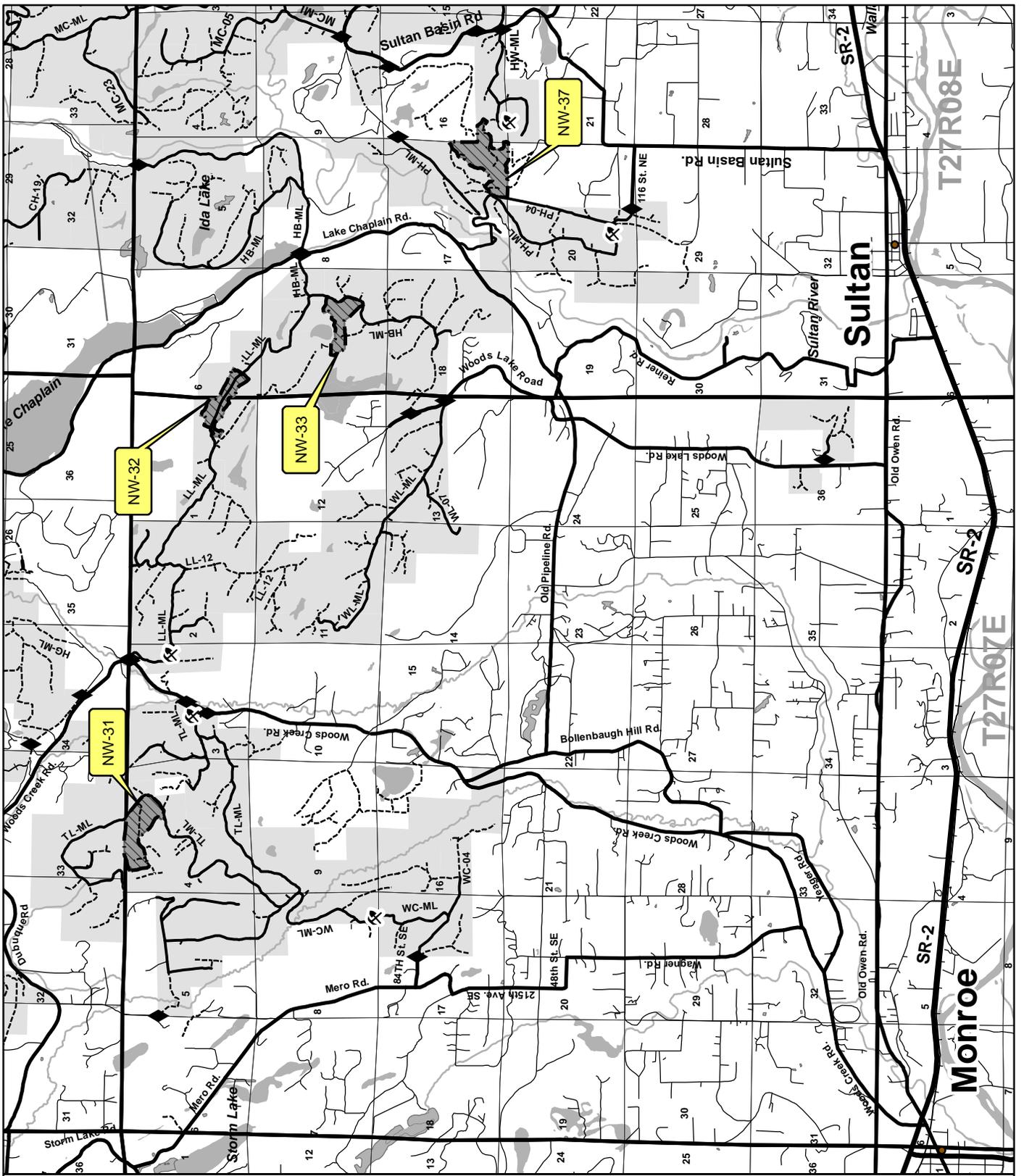


**Granite Falls**

**VICINITY MAP**

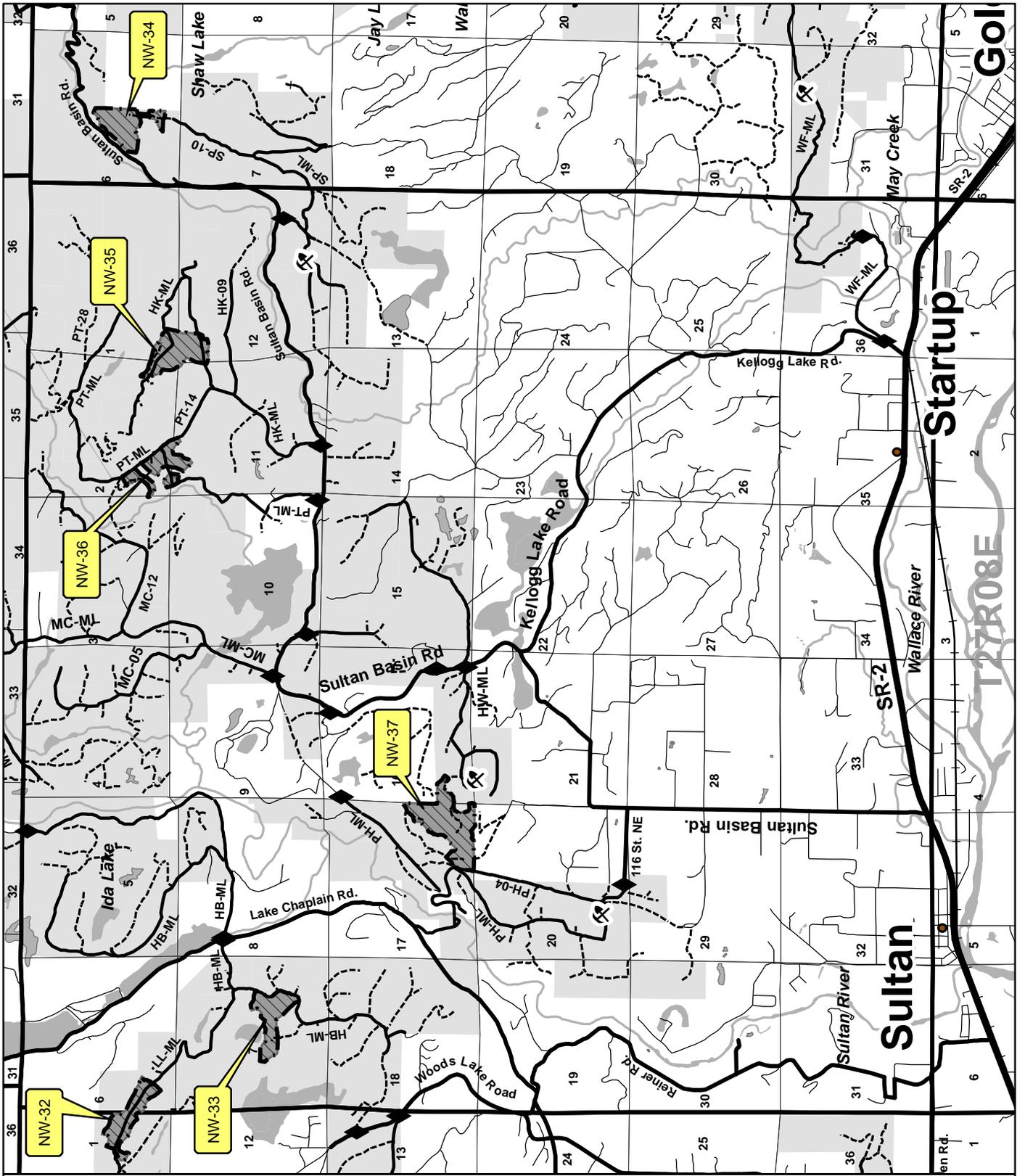


- Treatment Unit
- Active Road
- Gates
- DNR-Managed Lands
- Closed Road
- Rockpits



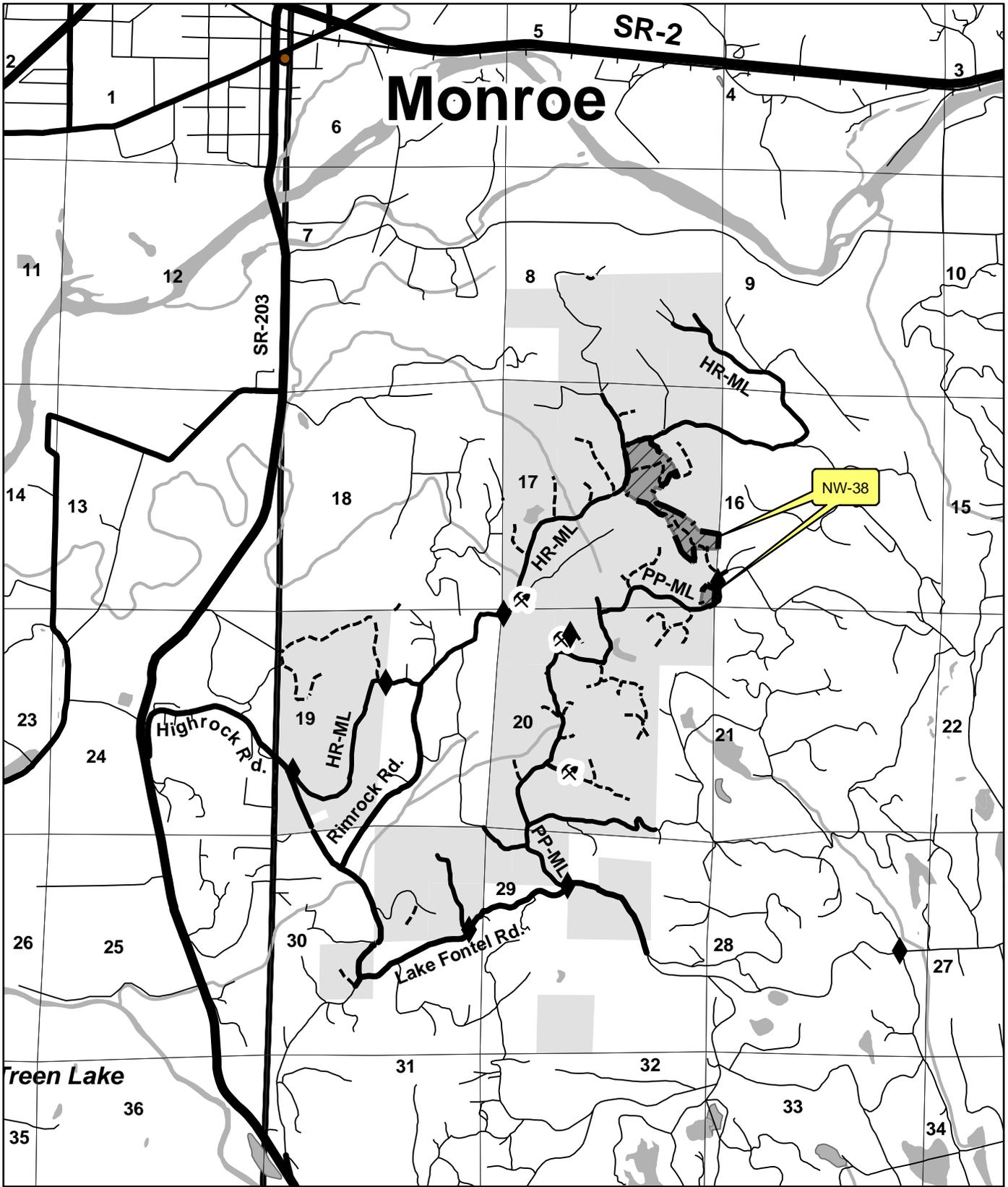
**VICINITY MAP**

- Treatment Unit
- Active Road
- Gates
- DNR-Managed Lands
- Closed Road
- Rockpits



**VICINITY MAP**

- Treatment Unit
- Active Road
- Gates
- DNR-Managed Lands
- Closed Road
- Rockpits



**VICINITY MAP**



- Treatment Unit
- Active Road
- Gates
- DNR-Managed Lands
- Closed Road
- Rockpits

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# SECTION III-A: BID FORM

## CONTRACT NUMBER 1596

**INSTRUCTIONS:** Bids should include all costs related to the completion of the Work. A Unit Bid Price and a Unit Total must be entered for all of the Units in the Contract. Each Unit Total is calculated by multiplying the Unit Bid Price (Per Acre) by the Unit Acres. All Unit Totals for the Contract must be summed and entered as the Contract Price. In the event of a difference between the sum of all Unit Totals and the Contract Price, the individual Unit Totals shall prevail. All Bid Forms must be signed in ink. If the bid is made by a corporation, it shall be signed by the corporation's authorized designee. Incomplete or unsigned bids may be rejected.

At the following rates, the undersigned hereby offers and agrees to furnish materials, equipment, supplies, supervision, and services in compliance with all terms, conditions and specifications of the Invitation to Bid on Contract Number 1596.

<u>Unit No.</u>	<u>Unit Acres</u>	<u>Unit Bid Price (Per Acre)</u>	<u>Unit Total</u>
NW-1	34		
NW-2	99		
NW-3	7		
NW-4	14		
NW-5	25		
NW-6	55		
NW-7	8		
NW-8	27		
NW-9	24		
NW-10	38		
NW-11	40		
NW-12	26		
NW-13	42		
NW-14	27		
NW-15	38		
NW-16	41		
NW-17	51		
NW-18	31		
NW-19	57		
NW-20	24		
NW-21	88		
NW-22	21		
NW-23	30		
NW-24	42		
NW-25	54		
NW-26	34		
NW-27	40		
NW-28	33		
NW-29	13		
NW-30	57		
NW-31	61		
NW-32	33		
NW-33	37		
NW-34	40		

<u>Unit No.</u>	<u>Unit Acres</u>	<u>Unit Bid Price (Per Acre)</u>	<u>Unit Total</u>
NW-35	47		
NW-36	34		
NW-37	68		
NW-38	42		
<b>Contract Acres:</b> 1482			<b>Contract Price:</b>

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 1596

(For Bidder Use Only)

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

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

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

To whom it may concern:

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

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

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

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

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

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

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

# SECTION III-C: SOLICITATION TO OFFER

## 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 **1596**. 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)			(Signature)	(Date)
_____				
(Address)				
_____				
(City)	(State)	(Zip)		
_____			_____	
(UBI No.)			(Typed or Printed Name)	
_____				
(L & I Industrial Insurance Account No.)			(Title)	
_____				
(Farm Labor Contractor License No.)			_____	
_____				
(Federal I.D. No. or Social Security No.)			(Phone No.)	

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

Contract Number 1596 is hereby awarded to \_\_\_\_\_

State of Washington,  
Department of Natural Resources

By: \_\_\_\_\_  
(Signature) (Date)

**Jean Fike**  
**Northwest Region Manager**

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