

The following Aerial Herbicide Contract 1614 clauses posted as a part of Invitation to Bid 1614 on May 9, 2016, updated on May 17, 2016 and closing June 15, 2016, shall be amended as indicated below. All other requirements in the Invitation to Bid and Contract remain the same. The contract in its entirety has also been provided as updated.

A-07 Contract Cancellation

The Region Manager reserves the right to 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-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 indemnity obligations shall not extend to claims that arise as a result of DNR's, or its employees' and agents', negligent acts or omissions or willful misconduct. 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.

In no event shall contractor be liable or have any responsibility for any loss of profits or business interruption, or any consequential damages, regardless of the type of claim, whether in contract, tort, negligence, strict liability or other legal or equitable theory, whether or not foreseeable and regardless of the cause of such damages; provided that the foregoing limitation shall not limit or otherwise apply to any damages sought by any third party (i.e., persons other than an Indemnitee) against an Indemnitee in connection with claims that are indemnifiable by Contractor under this Contract.

A-12 Insurance

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

- A. **Commercial General Liability (CGL) insurance**, with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the general aggregate

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limits shall be at least twice the "each occurrence" limit, and the products-completed operations aggregate limit shall be at least twice the "each occurrence" limit.

All insurance shall cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insureds (cross liability) condition.

Additionally, if the contract allows for subcontracting, Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

- B. **Employer's Liability ("Stop Gap") insurance**, and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- C. **Business Auto Policy (BAP) insurance**, and if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 per accident, with such insurance covering liability arising out of "Any Auto."
- D. **Aircraft Liability insurance**, with a limit of not less than \$500,000 per occurrence for bodily injury and \$500,000 per occurrence for property damage including loss of damage arising out of the actual use of any pesticide, including chemical drift damage onto property other than the property to which the chemical is being applied. All aircraft used on the contract must be listed under the coverage certificate.
- E. **Business Auto Policy (BAP) insurance**, and if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 per accident, with such insurance covering liability arising out of "Any Auto."

The above insurance policies shall include the following provisions:

- A. **Additional Insured.** 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 the State.
- B. **Cancellation.** State of Washington, Department of Natural Resources, shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications. Insurers subject to 48.18 RCW (Admitted and Regulation by the Insurance Commissioner): The insurer shall give the state 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the state shall be given 10 days advance notice of cancellation. Insurers subject to 48.15 RCW (Surplus lines): The state shall be given 20 days advance notice of

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cancellation. If cancellation is due to non-payment of premium, the state shall be given 10 days advance notice of cancellation.

- C. **Identification.** Policy must reference the state's contract number 1614 and the DNR name.
- D. **Insurance Carrier Rating.** All insurance and 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 Department of Natural Resources' Risk Manager, or the Risk Manager for the state of Washington, before the contract is accepted or work may begin. 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.
- E. **Excess Coverage.** By requiring insurance herein, the state does not represent that coverage and limits will be adequate to protect Contractor, and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to the state in this contract.

Workers' Compensation Coverage

Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The state will not be held responsive in any way for claims filed by Contractor or their employees for services performed under the terms of this contract.



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

INVITATION TO BID: AERIAL HERBICIDE CONTRACT

You are invited to bid on the following Aerial Herbicide Contract and are advised to examine the 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.

Contract is attached to this invitation.

Contract #	# Acres	# Units	Location	Comments
1614	2,325	45	Clark	-Site Preparation Only
			Cowlitz	-No Release Units
			Grays Harbor	
			Lewis	
			Pacific	
			Skamania	
			Wahkiakum	

BID PROCEDURES

Bid Delivery

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

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

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

Bids will be accepted until 2:00 P.M. on Wednesday, June 15, 2016.

Questions pertaining to this Invitation to Bid can be answered by contacting Jared Larwick at 360.635.1338 (cell) or jared.larwick@dnr.wa.gov email. Oral explanations, interpretation, or instructions given before the award will not be binding.

Bid Contents

Each bid shall include all five of the following items:

Offer and Award - Signed
Bidder Information - Initialed
Specifications - Initialed
Unit Description - Initialed
Required Herbicides and Misc. Notes - Initialed
Price Sheet- Initialed
References - Initialed

All documents must be legible and properly completed.

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

Addressed to: Eric Wisch, Region Manager
Washington State Department of Natural Resources
Attn: Jared Larwick, Reforestation Coordinator
P.O. Box 280 – Mailing Address
601 Bond Road – Physical Address (Gate Hours 8:00 A.M.-4:30 P.M.)
Castle Rock, WA 98611

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

Lower left corner: Aerial Herbicide – “Sealed Bid”
Invitation to Bid on Contract Number: 1614

Bid Form Requirements

Bids must be submitted on the Bid Form 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 (Contract Section) 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 Pacific Cascade Region office ten (10) working days prior to the scheduled bid opening.

Withdrawal of Bid

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

Rejection of Bids

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

Lowest Responsible Bidder

Award of the contract shall be to the lowest responsible bidder as determined by the DNR. In determining the lowest responsible bidder, in addition to price, the following may be considered (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 Aerial 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 the contract to the successful bidder within fifteen (15) business days of bid opening.

Conditions on Award

Within ten (10) business days after the bidder receives their award letter, the DNR must receive the performance and damage deposit and insurance certificate at the DNR's Region Office. The Contract Manager specified in the contract may extend this time upon written request.

If the bidder fails to submit the above items within the time specified, the DNR may consider the contract award rejected, in which case the bidder will forfeit the bid deposit.

Right to Amend Invitation to Bid

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

Registration with the Office of Financial Management

Payments on this Invitation to Bid can only be paid out to contractors who are registered with the Office of Financial Management (OFM) <http://www.ofm.wa.gov/isd/vendors.asp>.

Please follow the link for instructions on how to register, or contact OFM at:

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

Special Remarks

- Term of contract: **7/5/2016 to 9/2/2016**
- **Updated treatment acres will be available by the pre work.** Contract acres are estimates and water buffers have not been adjusted at time of contract posting.
- A drift control agent is required for all applications.
- Vicinity maps illustrating helispots, unit locations, driving routes can be picked up at Pacific Cascade Region office between the hours of 0800 and 1630 M-F to assist in bidding the contract.
- Weekend work will be accommodated.
- Weekend application (Saturday/Sunday) will not be allowed on 4 units due to recreation trails within treatment area (**units 28, 31, 36, and 37**) unless authorized by the contract administrator.
- Questions pertaining to the contract can be directed to **Jared Larwick at 360.635.1338 (cell)**.



WASHINGTON STATE DEPARTMENT OF
Natural Resources

-Peter Goldmark - Commissioner of Public Lands

Pacific Cascade Region

AERIAL HERBICIDE
Contract Number #1614

Contract Digest: AERIAL HERBICIDE

(Aerial Herbicide is the application of herbicides made by helicopter to forest management sites for purposes of site preparation or release.)

■ 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 Required Herbicides

SECTION III – FORMS FOR BIDDER TO COMPLETE

- A. Forms Checklist
- B. Bidder Information
- C. Bid Form
- D. Pilot References
- E. Contractor's Declaration of Industrial Insurance Status
- F. Solicitation to Offer and Contract Award

SECTION IV – POST-AWARD FORMS FOR CONTRACTOR

- A. Pre-flight Checklist

DEFINITIONS

‘Bid Item’ means a set of Units within the contract that will all receive the same herbicide formulation.

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

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

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

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

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

‘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.

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

‘No-Fly Zones’ are areas over which Contractor’s aircraft are not permitted to fly during Work on this contract.

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

‘Present Stand Value’ is the current value of a forest stand. If necessary for the purposes of this contract, the present stand value will be calculated by deducting the present value of costs from the present value of future revenues (generally from timber harvest), using a discount rate of five percent (Clause C-03).

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

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

‘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’ includes all activities performed by Contractor from the time Contractor picks up Seedlings from storage to the time when Seedlings have been planted in the Unit(s).

‘Work Schedule’ means the approved order and timeline for how the requirements of this contract, including Work on individual Units or groups of Units, will be fulfilled by 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, a performance and damage deposit of ten percent (10%) of the Contractor's total award or five thousand dollars (\$5,000) whichever is greater per the total bid established in the award letter. 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 Cancellation

The Region Manager reserves the right to 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-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, including laws and regulations that are not mentioned specifically in this contract. 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 indemnity obligations shall not extend to claims that arise as a result of DNR's, or its employees' and agents', negligent acts or omissions or willful misconduct.](#) 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.

In no event shall contractor be liable or have any responsibility for any loss of profits or business interruption, or any consequential damages, regardless of the type of claim, whether in contract, tort, negligence, strict liability or other legal or equitable theory, whether or not foreseeable and regardless of the cause of such damages; provided that the foregoing limitation shall not limit or otherwise apply to any damages sought by any third party (i.e., persons other than an Indemnitee) against an Indemnitee in connection with claims that are indemnifiable by Contractor under this Contract.

A-12 Insurance

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

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

All insurance shall cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insureds (cross liability) condition.

Additionally, if the contract allows for subcontracting, Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

- B. **Employer's Liability ("Stop Gap") insurance**, and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- C. **Business Auto Policy (BAP) insurance**, and if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 per accident, with such insurance covering liability arising out of "Any Auto."
- D. **Aircraft Liability insurance**, with a limit of not less than \$500,000 per occurrence for bodily injury and \$500,000 per occurrence for property damage including loss of damage arising out of the actual use of any pesticide, including chemical drift damage onto property other than the property to which the chemical is being applied. All aircraft used on the contract must be listed under the coverage certificate.

The above insurance policies shall include the following provisions:

- A. **Additional Insured.** 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 the State.
- B. **Cancellation.** State of Washington, Department of Natural Resources, shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications. Insurers subject to 48.18 RCW (Admitted and Regulation by the Insurance Commissioner): The insurer shall give the state 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the state shall be given 10 days advance notice of cancellation. Insurers subject to 48.15 RCW (Surplus lines): The state shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the state shall be given 10 days advance notice of cancellation.

- C. **Identification.** Policy must reference the state's **contract number 1614 and the DNR name.**
- D. **Insurance Carrier Rating.** All insurance and 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 Department of Natural Resources' Risk Manager, or the Risk Manager for the state of Washington, before the contract is accepted or work may begin. 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.
- E. **Excess Coverage.** By requiring insurance herein, the state does not represent that coverage and limits will be adequate to protect Contractor, and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to the state in this contract.

Workers' Compensation Coverage

Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The state will not be held responsive in any way for claims filed by Contractor or their employees for services performed under the terms of this contract.

A-13 Safety Compliance

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

- A. During the contract performance, Contractor shall protect the lives and health of workers performing the Work and other persons who may be affected by the Work and prevent damage to property at the Unit or adjacent to it. Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- B. In an emergency affecting the safety or life of its workers or adjoining property, Contractor is responsible to act to prevent such threatened loss or injury. Within 24 hours of any emergency, Contractor shall notify the Compliance Forester. Contractor shall prepare an incident report and submit it to DNR's Region Manager within five (5) business days following an emergency if directed to do so by the Compliance Forester.
- C. The Compliance Forester reserves the right to shut down the work site when any condition of imminent danger is present. The work site will remain shut down until the danger has been removed by 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. If Contractor violates any provision of this contract, Compliance Forester, by written notice, may suspend the Work that is in breach. If the breach is capable of being remedied, Contractor has 15 days after receipt of a suspension notice to remedy the breach. If the breach cannot be remedied or Contractor fails to remedy the breach within 15 days after receipt of a suspension notice, DNR may terminate the rights of Contractor under this contract and collect damages.
- B. If the contract expires pursuant to clause A-33 without Contractor having performed all its duties under this contract, Contractor's right to operate is terminated and Contractor shall not have the right to remedy the breach. This provision shall not relieve Contractor of any payment obligations.
- C. DNR has the right to remedy the breach in the absence of any indicated attempt by Contractor or if Contractor is unable, as determined by DNR, to remedy the breach. Any expense incurred by DNR shall be charged to Contractor and shall be paid within 30 days of receipt of billing.

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](#); and [Washington Administrative Code \(WAC\) 332-24](#).

A-26 Inspection

DNR may inspect the Units for adherence to regulations and presence of fire tools. Any

inspections by DNR shall not limit Contractor's liability for failure to adhere to applicable regulations.

A-27 Spark Arresters

All of Contractor's spark emitting engines will be equipped with spark arresters.

A-28 Open Fires

Contractor shall not build any open fires at any time of the year in the contract area without first obtaining written permission from the Compliance Forester.

A-29 Removal of Merchantable Products

Contractor is prohibited from removing merchantable or potentially merchantable products from the Units for commercial use. Separate approval by agreement or contract with DNR is required for removal of firewood, poles, posts, and other merchantable or potentially merchantable material.

A-30 Garbage

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

A-31 Camping

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

A-32 Term of Contract

The term of this contract is from **7/5/2016 to 9/2/2016**. The contract shall not be extended without written permission from the DNR Region Manager.

SECTION I-B: SPECIFICATIONS FOR THE ACTIVITY

B-01 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.

B-02 Purpose of the Pre-Work Conference

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

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

- B. Name(s) and contact information for Contractor and Designated Contract Representative(s), including all personnel authorized to sign Unit completion forms and payment invoices.
- C. Names(s) and contact information for the Contract Manager and Compliance Forester(s).
- D. Name(s) and contact information of Contractor's pilot(s) and other personnel.
- E. The Work plan of operations including the order and time frame in which Work will occur on individual Units or groups of Units within this Contract.
- F. Time interval(s) at which Units will be processed for payment.
- G. Clarification of any unique requirements or conditions of the Work within this contract prior to commencing Work.
- H. Contractor shall provide a sample digital GIS shapefile meeting all specifications described in Clause B-09 prior to the Pre-Work Conference, to assure that the shapefile is in a format that is suitable for use with the DNR GIS system.
- I. DNR will provide a sample digital Unit boundary GIS shapefile to Contractor prior to the Pre-Work Conference to ensure that Contractor can display Unit boundaries in the helicopter cockpit during flight.

B-03 Work Delay

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

B-04 Non-conformances with Work Schedule

If Contractor is not in conformance with the Work schedule for reasons other than acts of Force Majeure, Contractor shall bring its activities into conformance with the schedule or request the

Compliance Forester to revise the Work schedule. The Compliance Forester may require a meeting to determine if a revision is necessary. In the event Contractor stops Work or if the initial start-up is delayed for a period of one (1) week or more, a new Pre-Work Conference may be held.

B-05 Delay Due to Force Majeure

Due to the nature of the Work involved in this contract, any delay incurred due to Force Majeure may not, at the option of the DNR, be compensated for by a contract extension. The DNR must retain the right to determine if the season or growth conditions permit or exclude any extension of the contract. This determination of the feasibility of a contract extension shall remain the sole prerogative of the DNR and Contractor must plan to accomplish all Work under this contract within the time stated. Contractor in planning and scheduling the Work must include time lost due to weather conditions. Weather conditions during the contract period are variable and will exclude the application of herbicides for an unknown number of days.

B-06 Work Responsibilities and Scheduling

A. The DNR shall furnish or supply:

1. **Maps, aerial photos and other data** necessary for orientation of each pilot. This will include Unit boundary shapefiles that Contractor shall load into the helicopter map display if requested by the Compliance Forester.
2. A **Compliance Forester** to acquaint each pilot with each Unit to be sprayed delineating boundaries of Units and buffer strips adjacent to streams and open water to be left unsprayed.
3. **Licensed Compliance Forester(s)** to be present on site throughout the mixing process. This requirement does not relieve Contractor from any of its responsibilities to correctly implement and supervise this process, nor of its responsibilities to meet all contract and product label requirements.
4. **Suitable heliports and access roads.** Heliports and roads shall be inspected by the Department of Natural Resources between one (1) month and one (1) week prior to Contractor's arrival. All heliport and road maintenance shall be completed by this time.

B. **Treatment Windows.** To be acceptable the Work schedule must occur within a Bid Item's treatment window. The anticipated treatment window(s) are listed separately for each Herbicide Formulation type in the Unit Description (Section II-A). DNR will determine the actual treatment window by assessing the current physiological condition of the plant species to be treated and considering the effect of time and the projected weather trend on it. DNR will reset or confirm a treatment window at least one week in advance of the anticipated treatment window's start date.

B-07 Pilot and Aircraft Requirements:

A. **WSDOT Aircraft Registration.** All aircraft shall be registered with the Washington Department of Transportation (WSDOT). Before commencing Work, Contractor shall supply to the Contract Manager a letter of certification of the aircraft(s) registration with the WSDOT.

- B. **Contractor Workers.** Contractor shall furnish the necessary pilot(s) and mechanics to provide the services to be rendered herein without unjustified delay. Contractor shall maintain necessary pilot(s), ground support crew(s) and equipment with each aircraft during the periods called for under this contract, and they shall be familiar with the terrain within the assigned treatment zone and generally familiar with the terrain and requirements for flight operations in the State of Washington. Pilot(s) shall be capable of cross-country navigation within the State.

B-08 Flight Duty Limitations

- A. **FAA Regulations.** Pilots will follow all Federal Aviation Administration (FAA) requirements for flight duty limitations to ensure safe operation and control pilot fatigue. FAA regulations can be found at http://www.faa.gov/regulations_policies/faa_regulations/.
- B. **Pilot Fatigue.** Flight time is not entirely reliable as a gauge of accumulative pilot fatigue. Sound judgment is essential in administering aerial operations to provide maximum safety.
- C. **Pilot Experience.** Pilots shall have experience as pilot in command during flight at low altitude over rough and mountainous terrain. They shall have the following minimum qualifications for type of aircraft used in this contract.

<u>EXPERIENCE</u>	<u>HELICOPTER FLIGHT HOURS</u>
1. Total flight time as pilot in command.	1,000
2. Minimum flight time in type or weight class used in the contract.	100
3. Minimum flight time during the preceding 12 months.	100
4. Minimum flight time disseminating aerial spray in mountainous terrain.	200

B-9 Equipment, Materials, and Supplies

All contract Work shall be consistent with herbicide labeling and the Forest Practices Application/Notification as approved. If determined by the Compliance forester that an individual requirement of this section is inconsistent with current herbicide labeling and/or Forest Practices Rules, the herbicide label and/or the Forest Practices Application/Notification shall prevail.

- A. **Equipment.** Contractor shall furnish all flying, spraying and mix truck equipment. Helicopters shall be equipped with a spray system capable of applying herbicide at rates specified in Section III Unit Description. Spray apparatus shall be readily adjustable in the field and have a leak proof distribution system with positive shutoff.
- B. **Helicopters.** Helicopters shall be of the Type 2-Medium or smaller and capable of carrying at least eighty (80) gallons of mix (640 pounds) at all elevations.

- C. **Spray Nozzles.** Nozzles shall be *Accu-Flo™* .028, 64 tube radial nozzles. To help reduce drift, nozzles shall be oriented down at either a 45-degree angle or horizontal to the air stream.
- D. **GPS and Shapefiles.** Helicopters shall be equipped with a Global Positioning System (GPS) device to track/mark both flight lines and actual treatment areas for all Units during application of herbicides. The GPS device must have the capability to produce two different shapefiles for each Unit in the contract:
1. **'Flight line shapefile'** means a shapefile showing the entire flight path; and
 2. **'Treatment shapefile'** means a shapefile showing all treated areas for each Unit. This shapefile must show when herbicide application starts and stops (i.e., when spray nozzles are turned on and off).

Helicopters shall also have an electronic display that is capable of displaying Unit boundary shapefiles if provided by DNR, which the pilot can view during helicopter operation along with flight line and treatment shapefiles.

- E. **Mix Truck.** Contractor shall furnish a mix truck of 2,000 gallons minimum capacity with each helicopter. The mix trucks shall:
1. Have positive, continuous agitation system(s).
 2. Be equipped so the chemical can be transferred from barrel to mix truck in measured quantities using a metered pump. Bucket transferring of chemical will not be permitted.
 3. Be equipped to effectively batch single-flight loads of chemical: This requires a mixing tank of 500 gallons or less, with positive, continuous agitation capability.
- F. **Equipment Descriptions.** If requested, a description of the helicopters and mix trucks to be used for contract Work shall be furnished to the Contract Manager prior to contract award.

G. **Herbicides, Carriers, and Additives.** Contractor shall furnish all herbicide, carrier and additives required for treatment as specified in the Unit Description.

1. Generic herbicides containing identical active ingredient percentages to those specified in the Unit Description may be substituted for brand-name herbicides as follows:

BRAND NAME PRODUCT	EPA # or WA Reg#	GENERIC SUBSTITUTES	EPA # or WA Reg#
Rodeo or Accord Concentrate	62719-324	Glyphosate 5.4 Foresters	81927-8 228-381
Chopper GEN2	241-430	Rotary 2SL Polaris SP	81927-6 228-536
Oust Extra	352-622 432-1557	SFM Extra Sulfomet Extra	81927-5 352-622-85588
*Liberate	34704-04008	Syl-Tac	2935-00004
MSO Concentrate with LECI-TECH	34704-07001	SuperSpread MSO Premium MSO	2935-03001 5905-90001
Compadre Crosshair	34704-06004 2935-11001		
Notes: * If not using Liberate, Compadre or Crosshair must be in each load for drift control			

2. Drift control agents, while not specified in the Unit Description, may be required in minimal quantities, and shall be supplied by Contractor. See acres requiring drift control additive in the Unit Description.

H. **Contractor Costs.** All costs of materials, operation and maintenance not specifically furnished by the DNR, under Clause B-06, shall be borne by Contractor.

I. **Hazardous Material Spill Kits.** Contractor shall ensure that enough quick response spill kits capable of absorbing at least 10 gallons of oil, coolant, solvent or contaminated water are available on site to quickly address potential spills from any piece of equipment or container at all times throughout active operations.

B-10 Application Requirements

A. **Flight Patterns.** Prior to treatment Contractor will determine flight patterns for disseminating the spray mix such that the maximum treatable area of the Unit is treated with the prescribed application rate. The flight patterns must be acceptable to the Compliance Forester. Flight patterns shall be parallel to the treatment boundaries on a minimum of the first pass to minimize drift resulting from flight lines perpendicular to boundaries on subsequent passes. Pilots shall perform additional parallel passes to ensure that drift or late nozzle shut-off does not result in application beyond treatment boundaries.

B. **Open Water Protection.** Application of spray shall not be made into streams, lakes, ponds, or buffer areas, as identified on the Unit map and marked on the ground. A drift control additive is required to establish the unsprayed buffer per Washington State Forest Practice Rules.

C. **Weather Guidelines** for applications are as follows:

1. Temperature:
Esters - 70' F maximum
Others - 85' F maximum
2. Humidity:
Esters - 50% minimum
Others - 40% minimum
3. Moisture:
Plants can have dew on leaf surfaces. Wait one hour after rainfall terminates to allow some drying of leaf surfaces.
4. Wind:
7 miles per hour (mph) maximum or as specified by the herbicide label.

DNR reserves the right to determine if weather conditions are suitable for spraying operations at any point during application. The Compliance Forester will make the on-site determination and immediately notify Contractor and/or pilot of unsuitable conditions; Contractor shall cease spraying at that point in time.

D. **Flight Velocity.** Spraying will be performed at a height of approximately twenty-five (25) feet above tree tops and at a constant speed of not less than thirty-five (35) miles per hour, nor more than fifty-five (55) miles per hour.

E. **Application Rate.** The application rate of spray mix shall be ten (10) gallons of total solution evenly distributed per acre. The total solution applied per acre shall include herbicide and carrier as specified in the Unit Description.

F. **Single-Flight Batching.** On site, single-flight load batching shall be the method of preparing herbicide mixes for all Units. This method of batching may be modified by the Compliance Forester if mutually agreed to at a Pre-Work Conference. Contractor must have the ability to effectively batch single-flight loads of chemical (See 5.3.F.1.f.3).

G. **Shut Down Operations.** DNR reserves the right to shut down operations at any point during application due to circumstances including, but not limited to, Contractor performance, public disturbances, and environmental conditions.

B-11 Other Requirements on Day of Treatment

The following are required on the day of treatment for each Unit. See Clause B-09-D for GPS and shapefile requirements.

- A. **Pre-Flight Briefing.** Pre-flight briefing on information specific to each Unit, to be documented and initialed by the pilot and Compliance Forester, prior to beginning application on each Unit. The briefing shall include at a minimum:
1. Review of all Unit boundaries, property lines, and water buffers per Forest Practices Application (FPA) on the Unit Map and Unit boundary shapefiles (if provided by DNR) on the helicopter display.
 2. Review of any NO FLY ZONES around habitat buffers or other special areas.
 3. Review of specific safety concerns for the Unit, including but not limited to: active logging nearby, presence of skyline cables, heliport conditions, possible presence of recreational users, etc.
- B. **Radio Contact.** Operable handheld radio contact provided by Contractor between pilot and at least one Compliance Forester.
- C. **Reconnaissance Flight.** Reconnaissance flight with Compliance Forester and pilot reviewing treatment area and flight patterns or, if safety concerns or other factors prevent reconnaissance with the Compliance Forester, virtual reconnaissance with pilot flying and Compliance Forester with direct visual and radio contact to pilot, confirming treatment boundaries and markings while pilot flies the reconnaissance flight.
- D. **Post-Treatment On-Site Shapefile Review.** If requested by the Compliance Forester, after treatment has been completed for a Unit, Contractor's pilot and the Compliance Forester will jointly review flight line, treatment, and Unit boundary shapefiles on the helicopter display (see Clause B-09-D for GPS requirements) immediately following treatment (i.e., once the helicopter has landed and it is safe to do so). The purpose of this review is to permit the Compliance Forester to assess treatment accuracy, identify any large skips, and ensure no application occurred outside Unit boundaries. If large skips are evident that the pilot can effectively treat, the Compliance Forester can require that additional herbicide shall be batched and applied to the skip areas prior to treating any subsequent Units.

B-12 Post-Treatment Shapefile Submission

Contractor shall submit flight line and treatment shapefiles for all Units by the close of business (5:00 pm) on Monday for all Units treated during the prior calendar week, which is defined as Monday through Sunday.

- A. Flight line and treatment shapefiles must be submitted for all flight lines while Contractor's helicopters are over DNR-managed lands during Work on this contract. This is to provide confirmation that Contractor has not sprayed outside Unit boundaries or flown over any NO FLY ZONES.

- B. Flight line and treatment shapefiles submitted by Contractor must be projected as a shapefile capable of projection in DNR's ARC GIS system.
- C. Once all flight line and treatment shapefiles have been processed and submitted by Contractor each week, and DNR has produced maps showing both sets of shapefiles along with treatment Unit boundaries, orthophotos, and any other relevant features for all Units, at the Compliance Forester's request, the Compliance Forester and pilot will meet and jointly review all the maps to determine whether there appear to have been any problems during the application.
- D. All discrepancies between the treatment files and the contract requirements will be documented by DNR.

B-13 Hazardous Materials

Contractor will be responsible for all containment, neutralization, clean-up, disposal, associated costs, and other measures as may be required to respond to a fuel, chemical or pesticide spills.

A. Hazardous Materials and Waste - Regulatory Compliance

Contractor is responsible for understanding and complying with all applicable local, state, and federal hazardous material/waste laws and regulations for operations conducted under this contract. Such regulations pertain to, but may not be limited to, hazardous material storage, handling and transport, personnel protection, release notification and emergency response, cleanup and waste disposal. Contractor shall be responsible for restoring the site in the event of a spill.

B. Hazardous Materials Spill Prevention.

All operations shall be conducted in a manner that avoids the unplanned release of hazardous materials, including petroleum products, into the environment (water, air or land).

C. Hazardous Material Spill Containment, Control and Cleanup

If safe to do so, Contractor shall take immediate action to contain and control all hazardous material spills (see Clause B-09-I for spill kit requirements). If large quantities of bulk fuel/other hazardous materials are stored on site, Contractor must be able to effectively control a container leak and contain & isolate a hazmat spill equal to the largest single on-site storage container volume. (HAZWOPER reg. 29 CFR 1910.120 (j) (1) (viii)).

D. Hazardous Material Release Reporting

Releases of oil or hazardous materials to the environment must be reported to the State Department of Ecology. It is the responsibility of Contractor to have all emergency contact information readily available and a means of remote communication for purposes of quick notification. In the event of a spill, Contractor is responsible for notifying the Compliance Forester as well as notifying the following as appropriate:

Department of Emergency Management (contact information below).

National Response Center (contact information below).

Appropriate Department of Ecology regional office (contact information below).

DNR Compliance Forester

DOE - Northwest Region:

*1-425-649-7000
(Island, King, Kitsap, San Juan, Skagit, Snohomish, and Whatcom counties)*

*DOE - Southwest Region:
1-360-407-6300
(Clallam, Clark, Cowlitz, Grays Harbor, Jefferson, Mason, Lewis, Pacific, Pierce, Skamania,
Thurston, and Wahkiakum counties)*

*DOE - Central Region:
1-509-575-2490
(Benton, Chelan, Douglas, Kittitas, Klickitat, Okanogan, and Yakima counties)*

*DOE - Eastern Region:
1-509-329-3400
(Adams, Asotin, Columbia, Ferry, Franklin, Garfield, Grant, Lincoln, Pend Oreille, Spokane,
Stevens, Walla Walla, and Whitman counties)*

*Department of Emergency Management 24-hour Number:
1-800-258-5990*

*National Response Center:
1-800-424-8802*

SECTION I-C: COMPLIANCE INSPECTION AND PAYMENTS

C-01 Payment and Invoicing

1. All invoices shall separately itemize the price of the helicopter application and the price of the chemical, at prices specified on the Price Sheet(s) for each Bid Item (See 5.6). If chemical is a tank mix of more than one chemical, the total price for the combined chemical shall be listed for each Bid Item.
2. All Washington State sales tax or “use tax” (if applicable) shall be included in the chemical price per acre in the Bid sheet.
3. Unit Completion forms will be signed by Contractor and the Compliance Forester upon completion of the Units treated. Payment will be based on each Bid Item’s Unit prices multiplied by the number of acres actually treated per the Unit Completion Form and pesticide application record.

C-02 Skips

A skip is defined as an unsatisfactorily treated acre. Unsatisfactory treatment includes failure to apply herbicides at the desired rate due to a variety of factors including but not limited to inadequate flight path, volume, mixtures, or other conditions. The value of a skip shall be calculated at the per acre Bid price for that Bid Item multiplied by the number of unsatisfactorily treated acres. IF THE SKIP ACREAGE EXCEEDS 5% OF THE TREATMENT ACREAGE ON ANY SINGLE UNIT the value of a skip shall be calculated at TWICE (TWO TIMES) the per acre Bid price for that Bid Item multiplied by the number of unsatisfactorily treated acres. Skips will result in reduced payment on a per Unit basis as follows. Example: Unit 1, a 50 acre treatment Unit was treated yet resulted in 3 acres of skips. Since skip acreage exceeds 5% of the treatment Unit a payment reduction is assessed. In this case the Bid price of Unit 1 is \$50 per acre times two times the skipped acreage equaling \$300 ($\$50 * 2 * 3 = \300). The total Unit value of \$2500 would be reduced by the \$300 penalty resulting in a net payment on Unit 1 of \$2,200.

C-03 Process for Documenting Damages

Application outside the treatment Unit shall be assessed using the area from the treatment files provided by Contractor and/or vegetation damage indicators to establish an area of damage. Damages will be classified by category as crop damage and/or regulatory damages. Crop damage estimates will be determined using the applicable replanting labor, seedling and compliance costs plus any changes in Present Stand Value. Total per acre crop losses are estimated to range from \$100 to \$2000 per acre based on severity of the damage. Regulatory damages are actions that are inconsistent with the Forest Practices Application or in violation of the Forest Practices Act or other rules or regulations. All Regulatory damages will be assessed as a separate enforcement action and may result in additional penalties.

Known application outside the treatment Unit will be documented by the Compliance Forester no later than 30 days after the final application date performed on the contract, based on after-action review with the pilot and/or review of vegetation indicators. The pilot shall notify the Compliance Forester immediately if they knowingly apply outside the treatment boundary. The findings will be discussed with the pilot that performed the application to verify the facts using a map of the treatment file relative to the treatment boundaries on the Unit Map and other observations made by the Compliance Forester and DNR staff. If application occurred outside the treatment boundary the following will be documented to establish a basis to withhold any damages:

- Date and time of the application outside the treatment boundary.
- Property owner of the application area outside the treatment boundary.
- Map of the area where treatment occurred outside the treatment boundary.
- Pilot name and WSDA applicators license #
- Name of the Compliance Forester name making the damage assessment
- Description and estimated dollar amount of the damages
- Assessment if the application outside the treatment boundary violated the approved Forest Practices Application. If yes, appropriate notification will be made.

C-04 Penalty for Non-Submission of GPS Shapefiles

Contractor's failure to submit both flight line shapefiles and treatment shapefiles, as specified in Clauses B-09-D and B-12, for each and every Unit in the contract will result in a \$100 penalty to Contractor for each incomplete or missing Unit.

SECTION II-A UNIT DESCRIPTION

*Spray Acres are estimated (no deductions for water buffers). Payment will be made on acres applied to contract specifications.

Unit #	Silv Work Unit	Local	Herbicide Mix	Unit Name	Unit Acres	*Spray Acres	HP #: HP Coordinates	Miles To HP	Alt HP Coordinates	Miles to Alt HP	Legal Location				Elevation MIN-MAX
											T	R	E/W	S	
1	LW	Frances	2	Burt North VRH U-1	60	58	L201614 : 46.64587 - 123.50927	0.0	L201615 : 46.64363 - 123.51008	0.0	13	7	W	2	400-1000
2	LW	Frances	2	Burt North VRH U-2	57	55	L201614 : 46.64587 - 123.50927	0.5	L201615 : 46.64363 - 123.51008	0.5	13	7	W	11	300-700
3	LW	Frances	5	Globe VRH U-7	63	59	L201611 : 46.560510 - 123.486968	0.8	L201612 : 46.560238 - 123.515792	0.0	12	7	W	2	200-600
4	LW	Frances	5	Globe VRH U-8	29	27	L201611 : 46.560510 - 123.486968	0.0	L201612 : 46.560238 - 123.515792	0.8	12	7	W	1	400-700
5	LW	Frances	5	Eight Ball U1	95	91	L201618 : 46.608252 - 123.418771	0.0	L201619 : 46.608896 - 123.421828	0.0	13	6	W	15	1000-1400
6	LW	Frances	5	Eight Ball U2	78	76	L201620 : 46.612228 - 123.405485	0.0	L201621 : 46.615183 - 123.410519	0.0	13	6	W	14	900-1300
7	LW	Frances	2	Last 20 Unit 1	86	80	L201616 : 46.593133 - 123.461762	0.0	L201617 : 46.596399 - 123.464545	0.0	13	6	W	17	800-1700
8	LW	Indep VLY	5	Cigar Sorts U1	54	49	L20169 : 46.74127 - 123.27851	0.5	L201610 : 46.74015 - 123.27878	0.5	15	5	W	34	500-900
9	LW	Indep VLY	5	Cigar Sorts U2	44	41	L20169 : 46.74127 - 123.27851	0.0	L201610 : 46.74015 - 123.27878	0.0	15	5	W	35	300-500
10	LW	Indep VLY	5	Spider U1	48	43	L20161 : 46.86139 - 123.39130	0.0	L20162 : 46.86319 - 123.38769	0.0	16	6	W	24	400-800
11	LW	Indep VLY	5	Spider U2	91	84	L20163 : 46.85873 - 123.38506	0.0	L20164 : 46.85909 - 123.37897	0.0	16	6	W	24	200-700
12	LW	Indep VLY	5	Time Bandit U1	50	44	L20165 : 46.83425 - 123.34900	0.0	L20166 : 46.83341 - 123.35190	0.0	16	5	W	32	300-800

SECTION II-A UNIT DESCRIPTION

*Spray Acres are estimated (no deductions for water buffers). Payment will be made on acres applied to contract specifications.

Unit #	Silv Work Unit	Local	Herbicide Mix	Unit Name	Unit Acres	*Spray Acres	HP #: HP Coordinates	Miles To HP	Alt HP Coordinates	Miles to Alt HP	Legal Location				Elevation MIN-MAX
											T	R	E/W	S	
13	LW	Indep VLY	5	Time Bandit U2	100	89	L20165 : 46.83425 - 123.34900	0.5	L20166 : 46.83341 - 123.35190	0.5	16	5	W	29	200-600
14	LW	Indep VLY	5	Liberty Sorts	106	92	L20167 : 46.78301 - 123.23357	0.0	L20168 : 46.78444 - 123.23452	0.0	15	4	W	18	400-700
15	SH	Green Mountain	5	Mid Alder CR U1	95	88	SH201607 : 46.28491 - 122.50625	1.0			9	2	E	1	1600-2000
16	SH	Green Mountain	1	Noble U1	68	65	SH201605 : 46.29028 - 122.54832	0.5	SH201606 : 46.28783 - 122.54826	0.5	9	2	E	4	2500-3000
17	SH	Green Mountain	1	Noble U2	73	70	SH201605 : 46.29028 - 122.54832	0.0	SH201606 : 46.28783 - 122.54826	0.0	9	2	E	3	2500-3100
18	SH	Stella	1	Middle Adverse U1	45	38	SH201608 : 46.31428 - 123.22748	0.0			10	4	W	30	800-1400
19	SH	Stella	1	Middle Adverse U2	98	92	SH201603 : 46.34128 - 123.23431	0.0			10	4	W	18	900-1400
20	SH	Stella	5	Fossil Creek U1	80	70	SH201601 : 46.38152 - 123.50078	0.8	SH201602 : 46.39428 - 123.48985	0.0	11	7	W	36	400-1200
21	SH	Stella	5	Fossil Creek U2	62	57	SH201601 : 46.38152 - 123.50078	0.7	SH201602 : 46.39428 - 123.48985	0.5	11	7	W	36	600-1400
22	SH	Stella	5	Fossil Creek U3	26	25	SH201601 : 46.38152 - 123.50078	0.5	SH201602 : 46.39428 - 123.48985	0.5	11	7	W	36	300-900
23	SH	Stella	5	Fossil Creek U4	6	5	SH201601 : 46.38152 - 123.50078	0.2	SH201602 : 46.39428 - 123.48985	1.0	11	7	W	36	600-1400
24	SH	Stella	5	Fossil Creek U5	5	4	SH201601 : 46.38152 - 123.50078	0.7	SH201602 : 46.39428 - 123.48985	1.0	11	7	W	36	600-1400

SECTION II-A UNIT DESCRIPTION

*Spray Acres are estimated (no deductions for water buffers). Payment will be made on acres applied to contract specifications.

Unit #	Silv Work Unit	Local	Herbicide Mix	Unit Name	Unit Acres	*Spray Acres	HP #: HP Coordinates	Miles To HP	Alt HP Coordinates	Miles to Alt HP	Legal Location				Elevation MIN-MAX
											T	R	E/W	S	
25	YA	Larch	1	Elkhorn Mountain U1	99	69	YA201602 : 45.73893 - 122.38394	0.0			3	3	E	13	1600-2000
26	YA	Larch	1	Kingdom Sorts U1	99	88	YA201607 : 45.78183 - 122.29613	1.5			4	4	E	26	1200-1600
27	YA	Larch	1	Kingdom Sorts U2	46	39	YA201607 : 45.78183 - 122.29613	0.7			4	4	E	34	1200-1600
28	YA	Larch	1	Kingdom Sorts U4	65	59	YA201607 : 45.78183 - 122.29613	0.0			4	4	E	34	2000-2200
29	YA	Larch	1	South Bell U1	96	76	YA201603 : 45.81012 - 122.39294	0.8			4	3	E	26	1700-2000
30	YA	Larch	1	South Bell U2	98	81	YA201603 : 45.81012 - 122.39294	0.0			4	3	E	23	1900-2200
31	YA	Larch	1	South Bell U3	91	81	YA201603 : 45.81012 - 122.39294	0.7			4	3	E	25	1200-1800
32	YA	Larch	1	South Jones Creek U1	100	63	YA201608 : 45.66044 - 122.31707	0.6			2	4	E	16	800-1100
33	YA	Larch	1	South Jones Creek U2	40	24	YA201608 : 45.66044 - 122.31707	0.0			2	4	E	16	800-1100
34	YA	Larch	1	South Jones Creek U3	32	30	YA201608 : 45.66044 - 122.31707	0.5			2	4	E	16	1100-1200
35	YA	Larch	4	W Hagen Cr U9	23	21	YA201601 : 45.67968 - 122.26632	0.7			2	4	E	1	1800-2300
36	YA	Larch	4	W Hagen Cr U10	65	57	YA201601 : 45.67968 - 122.26632	0.2			2	4	E	12	1800-2300

SECTION II-A UNIT DESCRIPTION

*Spray Acres are estimated (no deductions for water buffers). Payment will be made on acres applied to contract specifications.

Unit #	Silv Work Unit	Local	Herbicide Mix	Unit Name	Unit Acres	*Spray Acres	HP #: HP Coordinates	Miles To HP	Alt HP Coordinates	Miles to Alt HP	Legal Location				Elevation MIN-MAX
											T	R	E/W	S	
37	YA	Larch	4	W Hagen Cr U11	79	44	YA201601 : 45.67968 - 122.26632	1.1			2	4	E	13	1200-1400
38	YA	Larch	3	Western Wildboy U1	12	11	YA201605 : 45.71134 - 122.23228	0.4			3	5	E	30	2200-2400
39	YA	Larch	3	Western Wildboy U2	46	43	YA201605 : 45.71134 - 122.23228	0.7			3	5	E	31	1200-1500
40	YA	Larch	3	Western Wildboy U3	13	11	YA201605 : 45.71134 - 122.23228	0.8			3	5	E	31	1300-1600
41	YA	Larch	3	Western Wildboy U4	10	9	YA201605 : 45.71134 - 122.23228	1.0			3	5	E	31	1200-1500
42	YA	Lewis River	1	Mid Speelyai U1	20	18	YA201604 : 46.04489 - 122.33995	0.5			7	4	E	32	1600-2100
43	YA	Lewis River	1	Mid Speelyai U2	15	13	YA201604 : 46.04489 - 122.33995	0.3			7	4	E	31	1500-1900
44	YA	Lewis River	1	Mid Speelyai U3	70	65	YA201604 : 46.04489 - 122.33995	0			7	4	E	32	1300-1800
45	YA	Lewis River	1	Mid Speelyai U7	22	21	YA201604 : 46.04489 - 122.33995	0.9			7	4	E	29	1600-2400

* No weekend work (Saturday/Sunday) allowed due to recreational trails in Unit 28,31,36, or 37 without prior written approval from the contract administrator.

Herbicide Formulations and Anticipated Treatment Window				
Herbicide Formulation #	Product Name	Rate: oz/acre	Anticipated Treatment Window	Comments
1	Rodeo	48	7/5/2016 to 9/2/2016	Standard site preparation tank mix
	Chopper GEN2	12		
	Oust Extra	4		
	Liberate	6.4		
2	Rodeo	48	7/5/2016 to 9/2/2016	Standard site preparation with reduced oust rate for planting P+0 (plug stock) or soils with low organic matter
	Chopper GEN2	12		
	Oust Extra	3		
	Liberate	6.4		
3	Rodeo	48	7/5/2016 to 9/2/2016	Site preparation for moderate woody vegetation
	Chopper GEN2	24		
	Oust Extra	4		
	Liberate	6.4		
4	Rodeo	48	7/5/2016 to 9/2/2016	Site preparation for moderate woody vegetation with reduced oust rate for planting P+0 (plug stock) or soils with low organic matter
	Chopper GEN2	24		
	Oust Extra	3		
	Liberate	6.4		
5	Rodeo	48	7/5/2016 to 9/2/2016	Site preparation for heavy woody vegetation
	Chopper GEN2	24		
	Oust Extra	4		
	MSO	32		
	Liberate	4		

*Liberate must be added to all loads for drift control

*ESTIMATED PRODUCT TOTALS

Herbicide Formulation	Treatment Acres	gal. Rodeo	gal. Chopper GEN2	lbs. Oust Extra	gal. *Liberate	gal. MSO
Item 1	992	372.0	93.0	248.0	49.6	-
Item 2	193	72.4	18.1	36.2	9.7	-
Item 3	74	27.8	13.9	18.5	3.7	-
Item 4	122	45.8	22.9	22.9	6.1	-
Item 5	944	354.0	177.0	236.0	29.5	236.0
Totals for 1614:	2,325	871.9	324.8	561.6	98.6	236.0

Important Reminders:

*** Product totals are estimated and will vary based on quantity treatment acreage variation due to buffers, etc.**

See contract for allowable product substitutions

Drift control agent is required for all applications-

If Liberate is not used, then a labeled drift retardant (Crosshair or Compadre) must be used.

SECTION II-A: REQUIRED HERBICIDES AND MISCELLANEOUS NOTES

Herbicide Shall Be:

1. **EPA #62719-324**
Glyphosate, N - (phosphonomethyl)glycine, in the form of its isopropylamine salt; 53.8% active ingredient (5.4 pounds per gallon glyphosate acid)
Trade name: **Rodeo/Accord Concentrate**
2. **EPA #352-622**
Sulfometuron methyl {Methyl 2-[[[(4,6-dimethyl-2-pyrimidinyl)amino]-carbonyl]amino] sulfonyl]benzoate} 56.25% active ingredient: Metsulfuron methyl Methyl 2-[[[(4-methoxy-6-methyl-1,3,5-triazin-2-yl)amino]-carbonyl]amino]sulfonyl]benzoate 15.00% active ingredient.
Trade Name: **Oust EXTRA**
3. **EPA #241-430**
Isopropylamine salt of Imazapyr (2-[4,5-dihydro-4-methyl-4-(1-methylethyl)-5-oxo-1H-imidazol-2-yl]-3-pyridinecarboxylic acid); 26.7% active ingredient (2.0 pounds acid per gallon)
Trade Name: **Chopper GEN2**

Note: Allowable substitutions on page 14 of contract

Adjuvants Shall Be: *If Liberate is not used as adjuvant, a compatible drift retardant must also be in every load (crosshair or compadre).

1. **WA Registration #34704-04008** Lecithin, methyl esters of fatty acids and alcohol ethoxylate: 100% active ingredient
Trade name: **Liberate**
2. **WA Registration #2935-00004** Ethylated seed oil: 3-(3-hydroxypropyl)-heptamethyltrisiloxane, ethoxylated acetate; polyoxyethylene doleate; Polyol alkyl ethoxylate: 100%
Trade name: **Syl-Tac**
3. **WA Registration # 2935-03001** Methyl Soyate, Nonylphenol Ethoxylate blend: 100%
Trade name: **Superspread MSO**
4. **WA Registration # 34704-07001** Methylated vegetable oil, alcohol ethoxylate, phosphatidylcholine: 100%
Trade name: **MSO Concentrate with LECI-TECH**
5. **WA Registration # 34704-06004** Lecithin, alcohol ethoxylate, methyl esters of fatty acids
Trade name: **Compadre** (drift control agent)
6. **WA Registration # 2935-11001** Modified Vegetatble Oil, amine salts of organic acids and organic acid: 100%
Trade name: **Crosshair** (drift control agent)

Herbicide Carrier Shall Be:

1. Water

Bidder's Company Name: _____ Bidder's Initials: _____

SECTION III-A: FORMS CHECKLIST

This checklist is provided for Bidder's convenience only and identifies the Bid documents that are to be submitted with the Bid package. Any Bid packages received without these documents may be rejected:

- Bid Submittal: Bidder Information - Initialed (Section III-B) _____
- Bid Submittal: Bid Form - Initialed (Section III-C) _____
- Bid Submittal: Pilot References - Initialed (Section III-D) _____
- Bid Submittal: Contractor's Declaration of Industrial Insurance - Signed (Section III-E) _____
- Bid Submittal: Solicitation to Offer and Contract Award - Signed (Section III-F) _____
- Bid Submittal: Unit Descriptions & Required Herbicides - Initialed (Sect. II-A) _____
- Bid Submittal: Required Herbicides and Miscellaneous Notes - Initialed (Section II-A) _____

Bid submittals to be returned after award:

The following document need not be returned with Bid submission; however, Contractor will be required to submit all such documents prior to conducting Work.

1. Certificates of Insurance.
2. Letter of certification of the aircraft(s) registration with the Department of Licensing and pilot(s) registration with the Division of Aeronautics.
3. Washington Department of Agriculture Commercial Applicator License number.
4. Any other documents required herein.

Bidder's Company Name: _____ Bidder's Initials: _____

SECTION III-B: BIDDER INFORMATION

Bidder shall complete the following:

1. Authorized Representative(s):

Primary Contact:

Secondary Contact:

Name:

Name:

Address:

Address:

Telephone:

Telephone:

Fax:

Fax:

Email:

Email:

2. Bidder Address(s):

Billing will be from:

Payment to be sent to:

Name:

Name:

Address:

Address:

Telephone:

Telephone:

Fax:

Fax:

Email:

Email:

Bidder's Company Name: _____ Bidder's Initials: _____

SECTION III-C: BID FORM

Item NO.	Description	Est. Qty in Acres	Chemical Rate Per Acre 1 & 5	Application Rate Per Acre 2 & 5	Total Rate Per Acre 3 & 5	Item Extended Total 4 & 5
1.	Aerial Helicopter Herbicide Treatment per all contract terms and specifications.	992	\$ _____	\$ _____	\$ _____	\$ _____
2.	Aerial Helicopter Herbicide Treatment per all contract terms and specifications.	193	\$ _____	\$ _____	\$ _____	\$ _____
3.	Aerial Helicopter Herbicide Treatment per all contract terms and specifications.	74	\$ _____	\$ _____	\$ _____	\$ _____
4.	Aerial Helicopter Herbicide Treatment per all contract terms and specifications.	122	\$ _____	\$ _____	\$ _____	\$ _____
5.	Aerial Helicopter Herbicide Treatment per all contract terms and specifications.	944	\$ _____	\$ _____	\$ _____	\$ _____
N/A	TOTALS: (on all Bid Items 1-5 above, all-or-nothing)	2,325			Contract Price:	\$ _____

¹ Per acre price for all chemicals INCLUDING sales tax.

² Per acre price of helicopter application only.

³ Chemical rate per acre INCLUDING tax plus the application rate per acre.

⁴ Total rate per acre multiplied by the estimated acres.

⁵ All prices shall be FOB destination, freight prepaid and included.

Bidder's Company Name: _____ Bidder's Initials: _____

SECTION III-D: PILOT REFERENCES

Bidder shall furnish a minimum of 3 references per pilot that will be working on the contract for which Bidder has delivered goods or services on a contract similar in scope to that described in this Request for Bid. Any feedback that the reference would not engage in future business may result in the bid being rejected. The state reserves the right to waive the reference check. If the pilot cannot produce three references for their current employer, additional references shall be provided to meet a minimum of three references per pilot.

1. Pilot Name: _____

WSDA Lic #: _____

Flight Hours of

Forestry _____

Herbicide _____

Application _____

Experience: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone: _____

Fax: _____

Email: _____

Briefly describe the project performed _____

2. Company Name: _____

Address: _____

Contact Person: _____

Telephone: _____

Fax: _____

Email: _____

Briefly describe the project performed: _____

3. Company Name: _____

Address: _____

Contact Person: _____

Telephone: _____

Fax: _____

Email: _____

Bidder's Company Name: _____ Bidder's Initials: _____

SECTION III-E: CONTRACTOR'S DECLARATION OF INDUSTRIAL INSURANCE STATUS

INVITATION TO BID ON CONTRACT NUMBER 1614
(For Bidder Use Only)

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

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

Bidder's Name _____	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 Contractor fail to do so. The agency or firm may also withhold money due to 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.

Bidder's Company Name: _____ Bidder's Initials: _____

SECTION III-F: SOLICITATION TO OFFER AND CONTRACT AWARD

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 1614. Submittal of this offer with authorized signature constitutes complete understanding of all terms and conditions. Further, submittal of this offer constitutes acceptance of and agreement to comply with all terms and conditions of the contract if awarded, and verifies that all services will be available throughout the period of the contract.

(Bidder's Name)

(Address)

(City) (State) (Zip)

(UBI No.)

(L & I Industrial Insurance Account No.)

(Farm Labor Contractor License No.)

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

By: _____

(Signature) (Date)

(Typed or Printed Name)

(Title)

(phone No.)

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

Contract Number 1614 is hereby awarded to _____

State of Washington,
Department of Natural Resources

By: _____

(Signature) (Date)

Eric Wisch
Pacific Cascade Region Manager

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

Bidder's Company Name: _____ Bidder's Initials: _____

RETURN SIGNED CHECKLIST TO THE REGION OFFICE FOR FILE**SECTION IV – POST-AWARD FORMS
FOR CONTRACTOR****Pre-flight Checklist**

Compliance Forester and Pilot must fill-out and sign before beginning application on each unit.

Done?	Task	Reminders
<input type="checkbox"/>	Safety Check	Review safety risks to helicopter, personnel and public specific to the unit prior to recon flight and starting application
<input type="checkbox"/>	Batch Check	Verify weather, herbicide formulation, treatment acreage and herbicide quantities prior to beginning batching.
<input type="checkbox"/>	Unit Map Review	Review all buffers: private property lines, stream, wetland buffers, how they are marked on the ground, insure pilot has copy of unit map with accurate treatment boundaries, acres, herbicide formulation
<input type="checkbox"/>	Reconn Flight	Required by contract unless Compliance Forester authorizes virtual reconn
<input type="checkbox"/>	Virtual Recon Flight	Compliance Forester to document reasons that justify virtual reconn flight
<input type="checkbox"/>	Radio Check	Verify pre-flight radio contact between pilot and lead Compliance Forester
<input type="checkbox"/>	GPS Check	Verify satellite coverage, operability of the GPS software, hardware with pilot so the treatment file flightlines are usable.
<input type="checkbox"/>	Shapefile Check	Verify the treatment boundaries are present in the GPS screen in the helicopter and accurately represent treatment boundaries during reconn, check shapefile, unit map for proper capture of all interior stream buffers
<input type="checkbox"/>	No Fly Zone Review	Review any no fly zones including habitat timing restrictions or avoidance of flight over sensitive private property such as agricultural fields, buildings, etc.
<input type="checkbox"/>	Flight Line Review	Review pilot's plan for flying the unit. Discuss any preference for order of operation e.g. fly buffers first during light winds, any areas where application may be difficult to impossible such as tight corners, narrow strips between stream buffers, etc.

***Regulatory Reminders:**

- 1) No application within **75 feet** of interior streams with standing or flowing water.
- 2) No application within 100 feet of interior streams on windward side.
- 3) Drift retardant must be in tank mix at all times for DNR contracts, follow water buffers for all revised Oust Labels.

Unit Name(s): _____

Pilot Signature: _____

Compliance Forester Signature: _____ Date: _____

Bidder's Company Name: _____ Bidder's Initials: _____