STATE OF IDAHO
DEPARTMENT OF LANDS
REQUEST FOR QUOTATIONS

FOREST AERIAL SPRAY CONTRACT

Contract 10-214

SOLICITATIONS CLOSE **3 PM MST on May 28, 2010**

The purpose of this Request for Quotations (RFQ) package is to solicit sealed quotes for the efficient completion of the aerial spray work outlined in the attached project descriptions and contract documents.

INSTRUCTIONS**:**
The right is reserved to accept or reject quotations on each item separately or as a whole. All price quotes will be entered on the attached Schedule A. The Schedule A is signed and returned to the address listed below. This is the only document in the quotation package that needs to be returned. Responders may quote on any or all of the projects listed.

Sealed RFQ's must be received by the Idaho Department of Lands at 300 N 6th St Suite 103, Boise, Idaho, 83702 by 3:00 PM M.S.T. May 28, 2010. The Department of Lands is not responsible for lost or undelivered RFQ's or for failure of the United States Postal Service or the Idaho State Capital Mall Central Mail Room to deliver RFQ's to the Idaho Department of Lands by the RFQ closing deadline. **Late RFQ's will not be accepted. Fax RFQ's will not be accepted.**

Delivery Address:

Idaho Department of Lands
ATTN: Tony Pirc
300 N. 6th St Suite 103
Boise, ID 83702

RFQ's are to be mailed in a sealed envelope and are to be marked in the lower left hand corner with the following information:

Sealed RFQ For:	10-214 Aerial Spray Contract
RFQ Close:	May 28, 2010 at 3 P.M. M.S.T.

A RFQ submitted using "Express/Overnight" services must be shipped in a separate sealed inner envelope identified as stated above and enclosed inside the "Express/Overnight" shipping envelope.

QUESTIONS

Questions pertaining to RFQ specifications may be submitted by phone or email to Tom Fleer at tfleer@idl.idaho.gov 208-666-8615 or to the Area contact listed in the project descriptions.

ATTACHMENT 1

SCHEDULE A
CONTRACT NO. 10-214
FOREST AERIAL SPRAY

SUPERVISORY AREA	PROJECT NAME AND NUMBER	NUMBER OF ACRES	PRICE PER ACRE	TOTAL EXTENDED AMOUNT
St Joe Contract No. 10-214-300571	St Joe Aerial Site Prep Spray FM # 30-571-104-10	548	$	$
Maggie Creek Contract No. 10-214-420124	Maggie Creek Aerial Site Prep FM # 42-124-104-10	294	$	$
Craig Mountain Contract No. 10-214-430059	Salty Antler Aerial Site Prep FM # 43-059-104-10	119	$	$
Payette Lakes Contract No. 10-214-500367	PAY FY'11 Herbicide FM # 50-367-104-10	Liquid App. 360	$	$
		Granular App. 150	$	$
		Payette Lakes Total Quote		$

Any additional work required under this contract but not scheduled will be performed at the rates shown herein. An approved and signed contract modification will be required prior to the starting of additional work.

In the case of math errors, the **PRICE PER ACRE** will be correctly extended and the corrected **TOTAL EXTENDED AMOUNT** will be the basis for award.

What is your State of domicile? _____

Do you carry workers compensation insurance? _____

Company Name _____

Contractor's Email _____

Contractor's Name _____

Contractor's Phone _____

Mailing Address _____

Taxpayer ID # _____

_____

Contractors Signature _____

Signed by _____
Please Print Name

Title _____

Applicators Name

_____

Idaho State Professional Applicator License Number

_____

Page Left Blank for Two Sided Printing

IDAHO DEPARTMENT OF LANDS

STANDARD INFORMATION

ADDENDA

It will be the respondent's responsibility to check for any addenda prior to submitting a quotation. In the event it becomes necessary to revise any part of the solicitation documents, addenda will be made available. Information given to a respondent will be available to all other respondents if such information is necessary for purposes of submitting a quotation or if failure to give such information would be prejudicial to uninformed respondents.

BURDEN OF PROOF

ANY VARIATIONS of brand names or deviations from the specifications MUST BE CLEARLY STATED. It shall be the responsibility and burden of the submitting vendor to furnish the State WITH ITS ORIGINAL SUBMISSION sufficient data to determine if the goods or services offered conform to the specifications.

ORAL INFORMATION

The State will not be responsible for any verbal or oral information regarding a quote.

DISQUALIFICATION AND AWARD INFORMATION

The state reserves the right to make reasonable inquiry to determine the responsibility of a contractor. Such requests may include but not be limited to financial statements, credit ratings, statements of experience and past performance, references, etc. Successful contractors must show to the satisfaction of the Idaho Department of Lands that they have sufficient equipment and work crews to complete the work contracted by the time specified. The unreasonable failure of a contractor to promptly supply information in connection with such a request is reason for disqualification. Except as otherwise provided by law, information furnished by the contractor pursuant to this provision may not be disclosed outside the Idaho Department of Lands without prior written consent of the Contractor. Disqualification of a high ranking contractor may be pursued when their reputation, experience or references are such as to create a doubt about satisfactory job completion or if the price quotes are considerably below Department estimates and the other quotes. The purchasing agent will contact the contractor and request that they disqualify themselves by withdrawing in writing. If the contractor refuses to withdraw, the purchasing agent may notify the contractor in writing or email that the Department will not offer the contractor a contract and proceed with an award to the next responsible contractor.

PARTNERSHIPS

Contractors responding as partners must furnish the Idaho Department of Lands the name of the partnership, names of the partners, and the partnership's federal taxpayer ID number. All payments will be made to the partnership.

INTERNAL REVENUE SERVICES REPORTING REQUIREMENT

IRS rules and regulations require employers to submit a miscellaneous income form (IRS form 1099) for all contractual persons who receive $600 or more in a calendar year. Incorporated firms are exempt from this reporting requirement. The contractor's taxpayer identification number (Social Security or employer number) must be listed on the signature page of the contract.

PUBLIC RECORDS

The Idaho Public Records Law, Idaho Code Sections 9-337 through 9-348, allows the open inspection and copying of public records. Public records include any writing containing information relating to the conduct or administration of the public's business prepared, owned, used, or retained by a state or local agency regardless of the physical form or character. ALL, OR MOST (there are exceptions), OF THE INFORMATION CONTAINED IN YOUR RESPONSE TO THE STATE'S SOLICITATION WILL BE A PUBLIC RECORD SUBJECT TO DISCLOSURE UNDER THE PUBLIC RECORDS LAW.

WORKERS COMPENSATION INSURANCE

All persons working for the State under any contract of hire, expressed or implied, must be covered by worker's compensation insurance. (Reference Title 72, Idaho Code).

Contractors may not sign an affidavit or waiver of any kind declaring themselves exempt from coverage.

Any contractor who hires employees to accomplish the contracted work must provide a certificate of worker's compensation insurance.

The Department of Lands may pay worker's compensation insurance premiums on behalf of the contractor if the contractor has no employees and, except for the provisions in this contract, is not otherwise required to carry worker's compensation insurance. The contractor must indicate they do not carry worker's compensation by checking the appropriate statement on the response form. The cost of the premium will be tallied in the quote evaluation so that a contractor paying worker's compensation premiums is not penalized. In no event will the premium be paid to the contractor.

Example: Contractor #1 quote total = $8,000.00
Contractor does not provide worker's compensation

Contractor #2 quote total = $9,000.00
Contractor provides worker's compensation

The following procedure will be used to evaluate the quote without worker's compensation.

(EXAMPLE – ALL RATES ARE EXAMPLES ONLY)
Quote times applicable worker's compensation rate times current Department of Lands' percentage reduction rate added to quote.

Contractor #1	Worker's Class Rate		Reduction Rate		Premium Amt.
$8,000.00	x rate $31.00 per/100	x	67.5	=	$1,674.00
			Plus quote amount		+8,000.00
			Total quote price		$9,674.00

Contractor #2 would be the successful respondent and furnish a certificate to the Idaho Department. of Lands

PREFERENCES

Section 67-2349, Idaho Code, requires application of a preference in determining which contractor submitted the lowest responsible quote. If the contractor who submitted the lowest quote is domiciled in a state which has a preference law that penalizes Idaho domiciled contractors, then the State must apply a preference. The penalty applied to out-of-state contractors competing against Idaho contractors is determined by the penalty applied by the contractor's domiciliary state to its out-of-state contractors.

In determining domicile, the following "rule of thumb" will be used: Corporations – the state in which the corporation is chartered or incorporated; Sole proprietor or partnership – the state in which the permanent headquarters of the business is located.

A contractor domiciled outside the boundaries of the state of Idaho may be considered as an Idaho domiciled contractor provided that there exists for a period of one year preceding the date of the quote a significant Idaho economic presence as defined herein. A significant Idaho economic presence shall consist of the following: (a) That the contractor maintain in Idaho fully staffed offices, or fully staffed sales offices or divisions, or fully staffed sales outlets, or manufacturing facilities, or warehouses or other necessary related property; and (b) if a corporation, that it be registered and licensed to do business in the state of Idaho with the office of the secretary of state.

REJECTION OF QUOTES AND CANCELLATION OF QUOTE SOLICITATION

Prior to the issuance of a contract, the State shall have the right to accept or reject all or any part of a quote when: (i) it is in the best interests of the State of Idaho; (ii) the quote does not meet the minimum quote specifications; (iii) the quote is not the lowest responsible quote; (iv) a finding is made based upon available evidence that a respondent is not responsible or is otherwise incapable of meeting specifications or providing an assurance of ability to fulfill contract requirements; or (v) the item offered deviates to a major

degree from the quote specifications, as determined by the State (minor deviations, as determined by the State, may be accepted as substantially meeting the quote requirements of the State of Idaho). Deviations will be considered major when such deviations appear to frustrate the competitive solicitation process or provide a respondent an unfair advantage. Prior to the issuance of a contract, the State shall have the right to reject all quotations or to cancel a solicitation or request for quotations. Cancellation may be for reasons that include but are not limited to: (i) inadequate or ambiguous specifications; (ii) specifications have been revised; (iii) property is no longer required; (iv) there is a change in requirements; (v) all quotes are deemed unreasonable or sufficient funds are not available; (vi) quotes were not independently arrived at or were submitted in bad faith; (vii) it is determined that all requirements of the solicitation process were not met; (viii) insufficient competition; or (ix) it is in the best interests of the state of Idaho.

AWARD PROCEDURES

For contracts with a total solicitation value of $75,000 or less, the State will email a contract award to the successful respondent(s) within five (5) working days following the solicitation closure date.

For contracts with a total solicitation value of more than $75,000, the State will notify all respondents within five (5) working days following the solicitation closure, by mail and/or email, of its intent to award a contract and the party(ies) to whom the contract will be awarded. After elapse of the five (5) day appeal period set forth in Idaho Code (see Administrative Appeals below), and there being no appeals received, the State will award a contract to the successful respondent(s).

Respondents to whom a contract has been awarded will have fourteen (14) calendar days from the mailing date of the award notice to return to the State a signed copy of the contract along with the required bonding and certificates of insurance. If the State does not receive such documents within the specified time period, the State may declare, at its sole discretion, that all respondent's rights to the contract are forfeited, and the State may proceed without further delay or notice to award the contract to the next low respondent.

ADMINISTRATIVE APPEALS

The law the State follows in administrative appeals is set forth at Section 67-5733, Idaho Code.

STATE OF IDAHO

DEPARTMENT OF LANDS

FOREST AERIAL SPRAY

CONTRACT NO. 10-214

STATE OF IDAHO
DEPARTMENT OF LANDS

FOREST AERIAL SPRAY
CONTRACT NO. 10-214

TABLE OF CONTENTS

DIVISION A - GENERAL SPECIFICATIONS 1
1. DEFINITIONS AND TERMS AND ABBREVIATIONS 1
2. CONTRACT RELATIONSHIP 1
3. CONTRACTOR RESPONSIBILITY 2
4. SUBCONTRACTING 2
5. ANTIDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY CLAUSE 2
6. WORKMAN'S COMPENSATION INSURANCE 2
7. TAXES 2
8. LICENSES, PERMITS & FEES 3
9. STATE OF IDAHO MINIMUM WAGE LAW 3
10. AFFIDAVIT OF COMPLIANCE 3
11. SAVE HARMLESS 3
12. OFFICIALS, AGENTS AND EMPLOYEES OF THE STATE NOT PERSONALLY LIABLE 3
13. RISK OF LOSS 3
14. ASSIGNMENTS 3
15. PROHIBITED CONTRACTS 3
16. GOVERNMENT REGULATIONS 4
17. SAFETY INFORMATION 4
18. USE OF THE STATE OF IDAHO NAME 4
19. CONTRACT TERMINATION 4
20. APPROPRIATION BY LEGISLATURE REQUIRED 5
21. FORCE MAJEURE 5
22. GOVERNING LAW 5
23. ENTIRE AGREEMENT 5
24. MODIFICATION 6
25. PERFORMANCE BONDS 6
26. ITEMS TO BE FURNISHED BY THE CONTRACTOR 6
27. ITEMS TO BE FURNISHED BY THE STATE: 6
28. TRASH CLEANUP 7
29. CAMPING ON STATE LAND 7
30. FIRE PREVENTION RESPONSIBILITIES 7
31. CONTRACT PERIOD 7
32. PERFORMANCE OF THE CONTRACTOR 8
33. INSPECTIONS AND PAYMENT 8
34. CONTRACT ADMINISTRATION 8
35. PAYMENT AND COMPLIANCE 8
36. WORK PROGRESS AND CONTRACT PERFORMANCE 9
37. INSURANCE REQUIREMENTS AND LIABILITY 9
38. SAFETY REQUIREMENTS 10

Table of Contents Continued

……..
DIVISION B - TECHNICAL SPECIFICATIONS 10
1. LOCATION AND ACREAGE DETERMINATION 10
2. CERTIFICATION 11
3. AIRCRAFT AND SPRAY EQUIPMENT REQUIREMENTS 11
4. HELICOPTERS 11
5. APPLICATION AND SPRAY SYSTEM REQUIREMENTS 12
6. AIRCRAFT SPRAY SYSTEMS 12
7. INFORMATION LIST 14
8. SPRAY SHIP RADIO RECEIVER/TRANSMITTER EQUIPMENT 14
9. FACILITATING EQUIPMENT 15
10. ITEMS TO BE FURNISHED BY THE STATE 16
11. HELISPOTS 16
12. PERSONNEL 17
13. RECONNAISSANCE FLIGHTS 18
14. BUFFER ZONES & CONTROL AREAS 18
15. HERBICIDE SPECIFICATIONS 18
16. AERIAL SPRAY APPLICATION 18
17. CHEMICAL SPILLAGE 19
Signature Page 20

Schedule A ..... Attachment 1

Project Descriptions and Maps .....Attached

STATE OF IDAHO
DEPARTMENT OF LANDS

FOREST AERIAL SPRAY
CONTRACT NO. 10-214

DIVISION A - GENERAL SPECIFICATIONS

1. DEFINITIONS AND TERMS AND ABBREVIATIONS

a. Attachments: The attached project description(s), maps, and other labeled references are a part of this contract, and any special terms therein are binding upon all parties.

b. State Department of Lands (IDL): Acceptable and legal references to the Idaho Department of Lands for the purposes of this contract.

c. Contract Supervisor: The designated department representative who will provide on-the-ground administration of this contract.

d. Contractor's Representative: The Contractor's designated representative, authorized in writing, to be present on the project area and to act on behalf of the Contractor.

e. Federal Air Regulations (FAR): Federal Air Regulations as defined by the Federal Aviation Administration, United States Department of Transportation.

f. Federal Aviation Administration (FAA): Federal Aviation Administration United States Department of Transportation.

g. Purchasing/Contracts Agent: The Contracting Officer for the Idaho Department of Lands.

h. Pilot-in-Command: The pilot responsible for the aerial operation and safety of the helicopter during each aerial spraying operation.

i. Payload: The amount (gallons) of spray mixture carried by the helicopter aerial spraying system.

j. Unit: The unit(s) for purposes of this contract, are shown on the project map(s).

2. CONTRACT RELATIONSHIP

It is distinctly and particularly understood and agreed between the parties that this contract does not create an employer/employee relationship. Furthermore, the State of Idaho is in no way associated or otherwise connected with the performance of any service under this contract on the part of the Contractor or with the employment of labor or the incurring of expenses by the Contractor. Said Contractor is an independent contractor in the performance of each and every part of this contract, and solely and personally liable for all labor, taxes, insurance, required bonding and other expenses, except as specifically stated herein, and for any and all damages in connection with the operation of this contract, whether it may be for personal injuries or damages of any other kind. The Contractor shall exonerate, indemnify and hold the State of Idaho harmless from and against and assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, and income tax laws with respect to the Contractor or Contractor’s employees engaged in performance under this contract.

3. CONTRACTOR RESPONSIBILITY

The Contractor shall be required to assume responsibility for production and delivery of all material and services included in this contract, whether or not the Contractor is the manufacturer or producer of such material or services. Further, the Contractor will be the sole point of contact on contractual matters, including payment of charges resulting from the use or purchase of goods or services.

4. SUBCONTRACTING

Unless otherwise allowed by the State in this contract, the Contractor shall not, without written approval from the State, enter into any subcontract relating to the performance of this contract or any part thereof. Approval by the State of Contractor's request to subcontract or acceptance of or payment for subcontracted work by the State shall not in any way relieve the Contractor of responsibility for the professional and technical accuracy and adequacy of the work. The Contractor shall be and remain liable for all damages to the State caused by negligent performance or non-performance of work under the contract by Contractor's subcontractor or its sub-subcontractor.

5. ANTIDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Acceptance of this contract binds the Contractor to the terms and conditions of Section 601, Title VI, Civil Rights Act of 1964 in that "No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance." In addition, "No otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance" (Section 504 of the Rehabilitation Act of 1973). Furthermore, for contracts involving federal funds, the applicable provisions and requirements of Executive Order 11246 as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, Section 701 of Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967 (ADEA), 29 USC Sections 621, et seq., the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, U.S. Department of Interior regulations at 43 CFR Part 17, and the Americans with Disabilities Action of 1990, are also incorporated into this contract. The Contractor must include this provision in every subcontract relating to purchases by the State to insure that subcontractors and vendors are bound by this provision.

6. WORKMAN'S COMPENSATION INSURANCE

The Contractor will maintain and pay for any applicable workman's compensation insurance and will provide a certificate of same. If the Contractor does not have employees and is not otherwise required to carry workman's compensation insurance under the laws of the State of Idaho, the Idaho Department of Lands will furnish workman's compensation insurance for work done under this contract unless otherwise specified in the contract. The cost to the Idaho Department of Lands for furnishing such workman's compensation insurance will be added to the Contractor's quote price for purposes of evaluation only. In no event will said amount be paid to the Contractor.

7. TAXES

If the Contractor is required to pay any taxes incurred as a result of doing business with the State of Idaho, it shall be solely and absolutely responsible for the payment of those taxes.

8. LICENSES, PERMITS & FEES

The Contractor shall, without additional expense to the State, obtain all required licenses and permits and pay all fees necessary for executing provisions of this contract unless specifically stated otherwise herein.

9. STATE OF IDAHO MINIMUM WAGE LAW

It will be the responsibility of the Contractor to fully comply with Section 44-1502, Idaho Code, regarding minimum wage.

10. AFFIDAVIT OF COMPLIANCE

The Contractor, upon completion of the project work, must furnish the Idaho Department of Lands with a notarized affidavit stating that:

a. At least the minimum Idaho wage was paid.
b. There was compliance with all labor laws.
c. All debts incurred as a result of this contract were paid.
d. Any further claims against the State of Idaho under this contract are relinquished, pending payment for services rendered.

11. SAVE HARMLESS

Contractor shall indemnify and hold harmless the State of Idaho from any and all liability, claims, damages, costs, expenses, and actions, including reasonable attorney fees, caused by or that arise from the negligent or wrongful acts or omissions of the Contractor, its employees, agents, or subcontractors under this contract that cause death or injury or damage to property or arising out of a failure to comply with any state or federal statute, law, regulation or act.

12. OFFICIALS, AGENTS AND EMPLOYEES OF THE STATE NOT PERSONALLY LIABLE

In no event shall any official, officer, employee or agent of the State of Idaho be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this contract. This section shall not apply to any remedies in law or at equity against any person or entity that exist by reason of fraud, misrepresentation or outside the terms of this contract.

13. RISK OF LOSS

Risk of loss and responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations. Such loss, injury or destruction shall not release the Contractor from any obligation under this Contract. If installation is requested by the State or specified in the State's project documents, pricing shall include all charges associated with a complete installation at the location specified.

14. ASSIGNMENTS

The Contractor shall not assign a right or delegate a duty under this contract without the prior written consent of the State.

15. PROHIBITED CONTRACTS

No member of the legislature or officer or employee of any branch of the state government shall directly himself, or by any other person execute, hold or enjoy, in whole or in part, any contract or agreement made or entered into by or on behalf of the state of Idaho, if made by, through or on

behalf of the department in which he is an officer or employee or if made by, through or on behalf of any other department unless the same are made after competitive quotations. (Idaho Code Section 67-5726(1)).

16. GOVERNMENT REGULATIONS

a. The Contractor shall abide by and comply with all laws and regulations of the United States, the State of Idaho including the Forest Practices Act (Title 38, Chapters 1 and 13, Idaho Code), counties or other governmental jurisdictions wherein the work is executed insofar as they affect this contract. The Contractor will make all payments, contributions, remittances, and all reports and statements required under said laws.

b. Contractor guarantees that all items meet or exceed those requirements and guidelines established by the Occupational Safety and Health Act, Consumer Product Safety Council, Environmental Protection Agency, or other regulatory agencies.

17. SAFETY INFORMATION

a. The Contractor assumes full responsibility for the safety of his employees, equipment and supplies.

b. All chemicals, equipment and materials proposed and/or used in the performance of this Contract must conform to the standards required by the William-Steiger Occupational Safety and Health Act of 1970. Contractor must furnish all Material Safety Data Sheets (MSDS) for any regulated chemicals, equipment or hazardous materials at the time of delivery.

18. USE OF THE STATE OF IDAHO NAME

Contractor agrees that it will not, prior to, in the course of, or after performance under this contract, use the State's name in any advertising or promotional media as a customer or client of Contractor without the prior written consent of the State.

19. CONTRACT TERMINATION

a. The State may terminate this contract, in whole or part, by written notice delivered to either the Contractor or his representative in any one of the following circumstances. Termination by the State for cause may result in forfeiture of Contractor's bond.

(1) Failure of the Contractor to perform any of the provisions of this contract.

(2) Failure of the Contractor to correct unsatisfactory performance or work immediately after it has been brought to his attention.

(3) Failure of the Contractor to make satisfactory progress in order to complete the work within the contract period.

(4) The State may terminate this contract at any time for the convenience of the State upon ten (10) calendar days' written notice specifying the date of termination.

b. Upon termination, the Contractor shall:

(1) Promptly discontinue performing under the contract, unless the termination notice directs otherwise.

(2) Promptly return to the State control of the properties and any personal property provided by the State pursuant to the contract.

(3) Deliver or otherwise make available to the State all data, reports, estimates, summaries and such other information and materials as may have been accumulated by Contractor in performing duties under the contract, whether completed or in process.

c. Upon termination, the obligations and liabilities of the parties shall cease, except that the obligations or liabilities incurred prior to the termination date shall be honored. This paragraph shall not be interpreted to place any requirement on the State to accept or make payment to the Contractor for any unsatisfactory work.

d. If the State terminates the contract, the State may take over the work and may award another party a contract to complete the work as stated by this contract.

e. In the event of termination, the State shall pay all sums still due Contractor through the effective date of termination in full within thirty (30) days of a written demand and receipt of all items necessary from Contractor to allow the State to make payment.

20. APPROPRIATION BY LEGISLATURE REQUIRED

It is understood and agreed that the State is a government entity and this contract shall in no way or manner be construed so as to bind or obligate the state of Idaho beyond the term of any particular appropriation of funds by the State's Legislature as may exist from time to time. The State reserves the right to terminate this contract in whole or in part (or any order placed under it) if, in its judgment, the Legislature of the state of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the State to continue such payments. All affected future rights and liabilities of the parties hereto shall thereupon cease within ten (10) calendar days after notice to the Contractor. It is understood and agreed that the State's payments herein provided for shall be paid from Idaho State Legislative appropriations and, in some instances, direct federal funding.

21. FORCE MAJEURE

Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the parties, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, unusually severe weather, provided that in all cases the Contractor shall notify the State promptly in writing of any cause for delay and the State concurs that the delay was beyond the control and without the fault or negligence of the Contractor. If reasonably possible, the Contractor shall make every reasonable effort to complete performance as soon as possible.

22. GOVERNING LAW

This contract shall be construed in accordance with, and governed by the laws of the State of Idaho.

23. ENTIRE AGREEMENT

This contract, with the State’s Invitation to Request for Proposal, or Request for Quotation, including any addenda (such deemed incorporated by reference) and the vendor’s response, to the extent it is not in conflict with the specifications or the States terms and conditions (such document deemed incorporated by reference), constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous proposals, or quotations, both oral and written, discussions, representations, commitments, and all other communications between the parties. Where terms and conditions specified in the State's documents or the Contractor's response differ from those specifically stated in this contract, the terms and conditions of this contract shall apply.

24. MODIFICATION

This contract may not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

25. PERFORMANCE BONDS

Performance bonds in the amount of fifty percent (50%) of the total contract price will be held until all project work has been satisfactorily completed to guarantee full and faithful compliance with each and every term and condition as follows:

a. Fifty percent (50%) of the total contract price in cash, by certified check, or money order made payable to the Treasurer, State of Idaho, must be submitted to the State prior to the execution of the contract by the Idaho Department of Lands. In lieu of a cash bond, contractors may submit a Certificate of Deposit or Letter of Credit in a form that is acceptable to the State. Such documents will be subject to approval by the Idaho Department of Lands prior to the execution of the contract.

b. The fifty percent (50%) bond will be held for a period of thirty (30) days after completion of all chemical applications to guarantee full and faithful compliance with each and every term and all project specification(s).

c. The fifty percent (50%) bond will be refunded to the Contractor upon satisfactory completion of all contracted projects and upon receipt of an affidavit of compliance as stipulated in Division A, paragraph 10.

26. ITEMS TO BE FURNISHED BY THE CONTRACTOR

a. The Contractor will furnish all tools, equipment, labor, transportation, supervision, supplies, herbicide, herbicide storage, hauling and loading equipment as called for in the project description or as necessary to perform the work described herein.

b. The Contractor will be responsible for insuring that the proper rate per acre of liquid herbicide is applied uniformly throughout the entire project area(s).

c. A Contract Supervisor will be present for each project to work with the Contractor (or his representative) during the complete aerial spraying operations.

d. The Contract Supervisor will determine whether or not the Contractor has adequate equipment, facilities, and qualified personnel to satisfy the requirements of the contract. The Contractor will comply with the decisions of the Contract Supervisor to make any necessary adjustments.

27. ITEMS TO BE FURNISHED BY THE STATE:

a. A Contract Supervisor to acquaint the Contractor with each unit to be worked and to conduct periodic field inspections.

b. Copies of State Administrative maps, project maps of the contract area, and one copy of aerial photographs which shall be returned once contract work has been completed.

c. The Idaho Department of Lands will provide the necessary helispot(s) (see attached project map(s) for each project.

d. Other items as per the project description(s).

28. TRASH CLEANUP

The Contractor shall be responsible for picking up and properly disposing of all trash generated as a result of this contract at the end of each day. This includes any camps made by Contractor personnel. Cleanup shall be done to the satisfaction of the Contract Supervisor and covered by the Contractor's performance bond.

29. CAMPING ON STATE LAND

Contractor personnel may, with written approval from the Idaho Department of Lands, camp during the contract period on State land. Such camping will be at the Contractor's own risk. Any camps will be made according to conditions set forth by the Idaho Department of Lands Supervisory Area, be in compliance with State Land Board rules and regulations for fire prevention.

30. FIRE PREVENTION RESPONSIBILITIES

a. The Contractor will adhere to the State Land Board rules and regulations which set forth fire prevention safety precautions for woods operations. Such rules and regulations are available at any Idaho Department of Lands office. These rules and regulations will be outlined during the pre-work conference with the Contractor.

b. The Contractor shall not build any open fires at any time of the year on the contract area without first obtaining written permission from the State.

c. Fire spreading through the contract area which is a result of the Contractor's operation or employees' actions shall be the liability of the Contractor.

31. CONTRACT PERIOD

This contract will become effective once signed by all parties. Approximate starting and completion dates are listed in the attached project descripton(s).

The contract will terminate upon completion and inspection of all contracted projects unless terminated earlier by the State under any of the provisions of Division A, paragraph 19.a (1)-(4).

In the event the herbicide spraying cannot be completed as determined by the Contract Supervisor, the contract will be cancelled and the Contractor's bond refunded.
Under no circumstances will this contract be extended to the following season.

a. Availability:

(1) The Contractor and the State will develop a mutually agreeable tentative schedule of herbicide application, within the contract period, for the attached project(s).

(2) The Contractor agrees to start herbicide application of the scheduled project(s) based upon the mutually agreed dates upon receipt of at least three (3) days advance notice from the State.

(3) Once the Contractor starts herbicide application on the attached project(s), said operation will be carried out continuously, as per the contract requirements, until herbicide application is completed.

32. PERFORMANCE OF THE CONTRACTOR

Failure of the Contractor to commence operations as mutually agreed upon by the Contractor and the State to maintain the required production rate, to complete operations as prescribed herein, or failure to meet other terms of the contract, shall give the Idaho Department of Lands the right to cancel the contract as provided for in Division A, paragraph 19.a.(1)-(3). Such cancellation shall not affect any rights of the State of Idaho for recovery of damages from any payment for services due Contractor or from the bond hereinbefore provided for in any action at law or in equity.

33. INSPECTIONS AND PAYMENT

Inspection reports will be furnished to the Contractor by the Contract Supervisor so that any deficiencies may be corrected as contract work progresses.

Payment schedules are specified in each attached project description. Payment to be made at the rate(s) set forth in Schedule A attached hereto.

34. CONTRACT ADMINISTRATION

a. The Contract Supervisor will administer the contract as required in all specifications.

b. Disputes between the Contract Supervisor and the Contractor will be resolved by the State.

c. The Contract Supervisor has the following authority in addition to that delegated in other portions of the contract:

(1) Decide questions of fact arising in regard to quality and acceptability of equipment to be used, materials furnished, and all work performed.

(2) Make recommendations for payment.

35. PAYMENT AND COMPLIANCE

a. Payment will be made to the Contractor by the State on the basis of acceptable completed acres.

(1) Should a project area remain only partially completed through no fault of the Contractor:

i. That acreage which received the full prescribed dosage of active ingredients per acre will be traversed, and the Contractor will be paid for this completed acreage.

ii. Contract prices will not apply to those contract acres on which only part of the fully prescribed dosage was applied provided the lesser dosage application was approved by the Contractor Supervisor prior to treatment. The state will pay the Contractor for those acres treated at the reduced dosage at <u>one-half</u> <u>the</u> <u>contract</u> <u>rate</u> <u>per</u> <u>acre</u>.

b. Failure of the Contractor to commence operations as described above, to maintain the required production rate, to complete operations as described above, or failure to meet other terms of this contract, shall give the State of Idaho its right to cancel the contract by written notice to the Contractor.

c. The Contractor's performance bond may be forfeited as liquidated damages if the State elects to terminate this contract under any of the conditions stated above.

d. If State crews and/or equipment have been used to clean up chemical spillage on any projects as specified in Division B, the state will deduct all cleanup costs from the total contract payment on each said project.

36. WORK PROGRESS AND CONTRACT PERFORMANCE

a. Before starting work, the Contractor shall contact the Contract Supervisor to discuss the contract terms, work performance requirements, and tentative work schedule. Topics for discussion will include, but not be limited to, procedures used in marking the areas; handling, mixing, and application of the herbicide; aircraft capabilities; work site location; safety, etc. Participation at this meeting is required.

b. The Contractor shall begin work in areas specified by the Contract Supervisor. Such areas will be defined at the pre-work conference. Units must be satisfactorily completed before work on other units may start.

c. The State may terminate in whole or any part of this contract by written notice in any one of the following circumstances:

(1) Failure of the Contractor to perform any of the provisions of this contract.

(2) Failure of the Contractor to correct unsatisfactory performance or work immediately after it has been brought to his attention.

(3) Failure of the Contractor to make satisfactory progress in order to be able to complete the work within the contract period.

(4) That by any reason of change in plans, the State does not require completion of project (contract) work. All satisfactory work shall be paid for by the State on a prorated basis. The State shall have the right to ownership of such work if the partially completed work is useable or acceptable to the State.

d. The Contractor's performance bond may be forfeited as liquidated damages if the State elects to terminate this contract under any of the provisions of this contract.

37. INSURANCE REQUIREMENTS AND LIABILITY

a. The Contractor will hold and save the State harmless from all liability for any death or injury to all persons (other than State employees when, but only when, compensation has been paid to them under the State Employee's Compensation Act and there is no liability on the part of the contractor for their injury or death by reason in which such compensation was paid), or for damage, loss, or destruction of property which results from the spraying operation or accident involving the aircraft or facilitating equipment.

b. The Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than $1,000,000.00 each occurrence and aggregate. Policies will provide coverage for bodily injury and property damage arising from the aerial application of a chemical pesticide agent using rotary wing aircraft over forestland as specified in this contract. Chemical liability coverage limits shall not be less than $300,000.00. The CGL shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, product-completed operations, personal injury, and advertising injury, and liability assumed under an insured contract including the tort liability assumed in a business contract.

All policies shall be endorsed to name the State of Idaho, its departments, agents, officials, and employees as additional insureds. All policies shall be written such that the insurance of the Contractor is primary and any insurance carried by the State of Idaho, its departments, agents, officials, and employees shall be excess and not contributory.

c. The Contractor shall maintain automobile liability insurance which shall provide a minimum $500,000.00 combined single limit per occurrence and shall include coverage for owned, non-owned, and hired automobiles.

d. Any claims for damage, loss, or destruction of any item of equipment accepted under this contract that occurs while said item of equipment is being used on authorized work will be considered under applicable laws and regulations. Under no circumstances will a claim be approved for damage, loss, or destruction of said equipment due to ordinary wear and tear or to which negligence on the part of the Contractor, his agent, or employees contributed.

e. Security of the aircraft and Contractor-owned supplies (including chemicals) and equipment shall be the responsibility of the Contractor at all times.

f. Excessive damage to roads as a result of the Contractor's spray operation will be paid by the Contractor. This would include, but not be limited to, reshaping the wheeling surface and ditch lines to restore the roads to their condition prior to Contractor use. Such work as may be required will be determined by the Department of Lands, based on existing right-of-way agreements.

38. <u>SAFETY REQUIREMENTS</u>

a. In order to protect life and health and to prevent damage in the performance of the contract, the Contractor or any of his employees will use due diligence in preventing accidents. The Contractor will maintain a record of all cases of death, injury, or disease arising out of, or in the course of employment on, work under this contract. The record will be available upon call of the Idaho Department of Lands and/or Contract Supervisor. Duplicate accident records shall not be necessary if reporting is already a State of Idaho requirement.

b. The Contractor will comply with the applicable provisions of the following:

(1) Federal Air Regulations except when exceptions are authorized directly by the Federal Aviation Administration (FAA).

(2) Applicable State of Idaho and local laws and regulations.

DIVISION B - TECHNICAL SPECIFICATIONS

1. <u>LOCATION AND ACREAGE DETERMINATION</u>

The unit boundaries, other than for easily identified ground features, have been marked with flagging as per the project description.

a. Any disputes on project acreage(s) by the Contractor must be submitted to the State in writing during the contract period. The State will traverse the unit(s) for the Contractor for the project(s) in question. If the traverse is within 105 percent of the contract acreage, the Contractor will pay for the cost of the traverse. If the traverse acreage exceeds 105 percent of the contract acreage, the Contractor will be paid on the basis of the traverse acreage, and there will be no charge for the traverse.

2. CERTIFICATION

a. The Contractor shall be certified under FAR, Part 133, "External Load Operations" and FAR, Part 137, “Agricultural Aircraft Operations”. Proof of these certifications shall be provided to the state at the time the contract is awarded.

b. The aircraft offered for this contract shall have a standard airworthiness certificate. The installation of any special equipment, called for by this contract must be FAA approved. Proof of this certification shall be provided to the state at the time the contract is awarded.

3. AIRCRAFT AND SPRAY EQUIPMENT REQUIREMENTS

Contractor shall provide turbine or gas-powered helicopters with pilots, support and ground personnel, and all facilitating equipment for aerial spraying of rural State forestland as described above and shown on attached maps.

4. HELICOPTERS

The helicopter(s) shall be fully maintained in accordance with the manufacturer's specifications and applicable FAR. All applicable manufacturer's mandatory bulletins and FAA Airworthiness Directives shall be complied with prior to and during performance of this contract.

a. Standard equipment shall include:

(1) Magnetic compass

(2) Free air temperature gauge

(3) Instrument lights, navigation lights, and landing lights

(4) One anticollision beacon, independently switched white, or white and red strobelight(s) mounted on top of the helicopter or otherwise visible from above.

(5) ELT - Emergency Location Transmitter

(6) One set of individual safety belts for each occupant

(7) FAA approved double-strap shoulder harness with automatic locking inertia reels for each front seat occupant. Shoulder straps and lap belts shall fasten with one single-point, metal-to-metal quick-release mechanism. The shoulder harness shall be installed in accordance with applicable factory recommendations.

(8) One flight meter recording in hours and tenths and activated by an oil pressure switch wired in series with collective switch or equivalent system to record flight time only.

(9) First-Aid Kit - Aeronautical.

(10) Fire extinguisher(s) as required by 14 CFR, 135.155, shall be a handled bottle, minimum 1.50 pounds capacity, containing Class B and C extinguishing agent, that is mounted and accessible to the flight crew.

(11) A placard stating **NO PASSENGERS** displayed on cabin doors.

(12) High visibility markings on main rotor blades.

b. The State reserves the right to require backup helicopters if changing events threaten the successful completion of this contract.

c. The engine and transmission of any helicopter operating under this contract shall not have less than 100 hours remaining before a major overhaul is due.

d. Center of Gravity

(1) All aircraft shall be configured so the center of gravity will remain within the FAA approved Flight Manual limits for all load requirements and full range of fuel conditions, including ferry with minimum crew without subtraction or addition of ballast.

(2) All aircraft shall be loaded so the center of gravity will remain within allowed limits during the flight. Actual weights will be used for flight calculation.

e. Hazardous Materials

Helicopters may be required to carry hazardous materials. Such transportation shall be in accordance with exemption DOT-E-9198 and the Department of Interior or USDA-FS Aviation Transport of Hazardous Materials Guide. A copy of the exemption and handbook must be aboard each aircraft operating under the provisions of this exemption. It is the Contractor's responsibility to ensure that each employee that may perform a function subject to this exemption receives training on the requirements and conditions of this exemption. Documentation of this training shall be retained by the company in the employee's records and made available to the State as required.

5. APPLICATION AND SPRAY SYSTEM REQUIREMENTS

Each aircraft shall be equipped with an approved standard boom system of the type most commonly employed in aerial applications of this nature. They will be leak proof with large enough diameter to minimize the pressure drop at the required flow rate.

Standard boom type distribution system shall feature Nozzles located so material is not sprayed onto any part of the ship's structure which may cause large drops during application.

The equipment must be capable of the following performances:

a. Delivery of 10 gallons (1,280 oz.) per acre with a majority of droplet sizes of 100 to 150 microns.

b. A minimum of 20 droplets per square centimeter.

c. Produce an effective swath width of at least 50 feet.

6. AIRCRAFT SPRAY SYSTEMS

Following the award of the contract, the State will inspect all aircraft to be used on the project for required equipment and certification. The Contractor is required to report with clean spray tanks and booms equipped according to the specification aforementioned and with helicopter spray systems properly calibrated and characterized.

Prior to the start of spray operation, the Contractor shall demonstrate that the helicopter spray system is properly calibrated and characterized under test flight conditions. The Contractor shall provide an Idaho-based site for calibration purposes. The airspeed used to demonstrate calibration and characterization within the specifications of this contract is the airspeed that the aircraft will be expected to maintain while applying herbicide.

If the Contractor is granted temporary leave from the project prior to completion of the project, the Contractor shall demonstrate that the helicopter spray system is properly calibrated and characterized under test flight conditions before resuming spray application.

All operating expenses incident to any pre-use inspections, including inspections after returning from leave from the project and pilot time during the inspection, shall be borne by the Contractor. NOTE: The State will not have personnel and equipment available to assist in calibrating the Contractor's spray equipment; however, personnel will be available to verify droplet size and number calibration.

At any time during operation under this contract, the State will make, or cause to be made, such tests and inspections as is deemed necessary for the purpose of determining that the Contractor's equipment currently meets specifications. State costs incurred during these inspections will not be charged to the Contractor.

a. Tanks: Leak proof, corrosion-resistant tanks with exterior filler openings are to be used. Tanks must be clean before spray aircraft will be acceptable. The location and size of tanks should be such as to not impair airworthiness but overloading or displacing the center of gravity enough to prevent surging during filling. Tanks must be vented to the outside of the fuselage. A drain shall be provided at the low point of the spray system to facilitate the complete draining of the tanks and system while the aircraft is parked so that unused herbicide can be recovered.

b. Pumping Systems: The pumping system must be securely attached and capable of maintaining the pressure required (15 to 40 pounds per square inch during spray operations) to ensure the even distribution of the herbicide. All plumbing and pumps should be large enough to handle the required flow. All parts should be chemically resistant to the spray materials being used.

c. Recirculation: The aircraft system shall have the capability of recirculating the herbicide formulation within its spray tanks.

d. Spray Boom: Booms will be as previously described. In addition, they will be configured with a camlock on the ends so as to be able to be emptied with a hose at the end of each day's work.

e. Pressure Gauge: An accurate spray pressure gauge with an operating range of 0 to 100 psi should be located so that it can easily be read by the pilot.

f. Flow Meter: A Crophawk, or equivalent, shall be included in the spray system to allow constant monitoring of the flow of the material through the system.

g. Shutoff: To avoid contamination of areas not scheduled for treatment, the entire spray system must be leak proof and have a positive shutoff mechanism capable of eliminating dripping from the nozzles. No leakage will be permitted.

h. Clean System: All aircraft spray systems and tanks must be cleaned of all foreign material. No residues from prior projects will be acceptable. The system will also be flushed with "Nalcotrol" or equal in water, prior to the start of this spray operation. During the spray program, it will be necessary to flush the spray system with water daily or when the operation is delayed because of bad weather, etc.

i. Strainer: Each aircraft must be equipped with a 30-mesh in-line strainer to filter all material before it enters the spray boom.

j. Emergency Quick Dumps: Each application aircraft shall have an adequately guarded pilot switch which will prevent accidental activation of the dumping system. Each spray tank shall have a "positive-locking gate" valve of a type approved by the state.

k. Replacement Parts: Extra nozzles and diaphragms shall be kept with each helicopter for use whenever a nozzle is determined to be leaking excessively.

7. INFORMATION LIST

Prior to start of work, the Contractor shall provide information lists on the following:

a. Aircraft: "n" number, observation or application, make and model, Idaho certification number and date, maximum allowable gallons, and weight aircraft will carry at 2,000, 3,000, and 4,000 feet above sea level at 70°F.

b. Pilots: Idaho registration number, medical date, pilot's license number, Idaho Professional Pesticide Applicator license number (application pilots), and aircraft number assigned.

c. Vehicles: License numbers, state PUC license number, vehicle number, vehicle use, and assigned driver.

d. Tanker Trucks (including fuel trucks): Tank size (gallons), number of separate compartments and compartment sizes (gallons), road worthiness inspection date, officer, and results; maximum allowable carrying capacity (gallons and weight) allowed by Idaho state law; and meter certificate date, date sealed, and by whom.

e. Truck Drivers: Commercial Drivers License (CDL) numbers and states.

f. Personnel: All involved and their duties.

8. SPRAY SHIP RADIO RECEIVER/TRANSMITTER EQUIPMENT

a. ELT shall be an automatic fixed and automatic portable ELT (ELT/AAF and ELT/AP) meeting TSO-C91 and be attached to the helicopter in the cabin in a conspicuously marked location, easily accessible and removable in the event of an accident.

b. VHF/AM airways communications system shall have a minimum 720 crystal-controlled transmit and receive channels in 25 KHz increments and a minimum of 5 watts transmit carrier power. A weatherproof external broadband antenna shall be used and be mounted on the exterior of the helicopter.

c. Provisions to operate the State furnished VHF/FM radio through the "audio control system" shall be in the helicopter. This shall include all necessary wiring, connectors, cables, mounting rack and/or tie downs, amplifiers, and switches.

d. Radio communication will be required between the pilot-in-command and the Idaho Department of Lands ground personnel at all times during spraying operations. These communication requirements, at the Contractor's option, may be met in any of the following ways:

(1) The Idaho Department of Lands would provide a portable battery-operated radio unit for the helicopter. The Contractor will provide the necessary clip-on temporary antenna and wire the radio microphone into the pilot's headset. The Contractor would be responsible for all wiring hookups and securing the portable radio in the cockpit.

(2) The Contractor's radio communications system would be used by Idaho Department of Lands ground personnel. The Contractor will be required to provide a minimum of two (2) hand-held portable radio units on each project for use by department employees to communicate with the pilot-in-command.

(3) The Contractor's radio shall be designated unavailable for service by state employees.

e. Aircraft with malfunctioning radios shall be designated unavailable for service by the Contract Supervisor.

f. Global Positioning System (GPS) shall be used for locating the position of the aircraft at all times by references latitude and longitude coordinates. A GPS approved for at least VFR navigation shall be permanently installed in the aircraft and powered by the aircraft electrical system. This system must be specifically designed for aircraft installation with a fixed aircraft approved antenna. Hand-held and marine types are not acceptable. GPS receiver and indicator shall be FAA approved.

9. FACILITATING EQUIPMENT

a. Herbicide Mixing and Measuring Devices: Contractor shall furnish pumps and other equipment necessary to prepare the specified herbicide mixtures to maintain herbicide mechanically in a mixed state and to load such herbicide mixtures in the aircraft specified.

b. Dispensing Herbicide from Barrels: To minimize spills on contamination, the Contractor shall furnish barrel pumps with probes having a check valve at the fool end. Also, if a hand pump is used, the hose shall have a ball valve or other shut off device at its terminal end to allow for shutting off all flow. When the barrel pump is being moved from one barrel to another, a worker wearing rubber gloves will wipe the stem clean as it is withdrawn to prevent spilling during the transfer. When empty, the barrels will be rinsed and the rinsate added to the mix tank, counting it only as water.

c. Tanker

(1) All tankers must have valid state certificates for load limitations and safety requirements.

(2) Contractor shall furnish tankers with no less than a 400- gallon capacity. Each tank truck shall be equipped with an agitation system capable of keeping the herbicide evenly distributed in the tank. Hoses with camlock-type fittings shall be used. Filler holes in tanks must have leakproof covers at all times and have the capability to be locked. Each tanker shall be equipped with a pump capable of rapid mixing. A State certified and sealed cumulative pump meter is required on equipment delivering herbicide to the aircraft. The meter shall be certified and sealed 60 days prior to commencing application in accordance with state regulations.

(3) All ground vehicles shall have the power to negotiate roads in the contract area with a full load and have all necessary licenses and permits to operate on public roads. All ground vehicles shall be capable of transporting fuel and pesticides over rough mountainous terrain to include grades of up to seven percent (7%) or more.

(4) Contractor shall supply and use, when necessary, dust abatement measures at helispots.

(5) All herbicide mixing, storage, and application equipment shall be thoroughly cleaned and free of rust, residues, and particulate matter such as grit, sand, and petroleum residues, prior to any use of herbicides for this contract.

d. Pumps: Pumps used for circulation and mixing must produce a sufficient flow rate to fill the aircraft it supplies at a minimum rate of 50 gallons per minute.

e. Strainers: An in-line strainer must be located prior to the intake of the meter. This strainer may be on either side of the pump. The strainer elements used to screen the herbicide must be of 30-40 mesh size and fit properly in the strainer housing.

f. Maintenance: Ground equipment shall be inspected and maintained daily to operate efficiently and to prevent leakage of herbicide carrier or spray mixture.

g. Security: All valves, plumbing, hoses, and similar equipment on tankers shall be enclosed in locked compartments to prevent removal of herbicide mixtures by unauthorized personnel.

h. Movement of Equipment: Ground or aircraft equipment containing herbicide will not be moved from the operating areas for reasons such as storage, mixing, or loading site without notification of a state representative. Ground transport of herbicide will be supervised by the state.

10. ITEMS TO BE FURNISHED BY THE STATE

a. Guide for prospective contractors at the time spraying areas (units) are visited.

b. A representative to acquaint Contractor's pilot(s) with project boundaries.

c. Maps and aerial photographs for orientation of pilot(s).

d. Staff personnel for marking spray block boundaries.

e. Helispots for aerial spraying as described in Division B, paragraph 11.

11. HELISPOTS

The State will provide at least one helispot within one mile of the herbicide spray project area. Each helispot will meet the following specifications:

a. Helispots on ridge tops will have a cleared area of 100 feet by 200 feet with the longer dimension oriented into the prevailing wind.

b. Helispots in bottom land areas, such as meadows where the terrain is level, will have a cleared area of 100 feet by 300 feet with the longer dimension oriented into the prevailing wind.

c. Touchdown pads within each helispot will have at least 25 feet by 25 feet cleared of all debris and stumps and will be level.

   (1) Touchdown pads on ridge top helispots will be centered within the 100 foot by 200 foot cleared area.

   (2) Touchdown pads will be located at least 50 feet (measured from the center of the touchdown pad to the edge of the cleared area) from the narrow dimension (100-foot width) edges of the helispot.

d. Each helispot location is shown on the attached project map(s) with the longer dimension oriented into the prevailing wind. The arrow within the helispot diagram indicates the prevailing wind direction.

e. Each helispot will have a wind sock or ribbon, provided by the State, and located so that it is easily visible to the pilot.

12. PERSONNEL

Spray Ship Pilot Requirements: Each spray ship Pilot- in-Command shall have flight time and experience as pilot-in-command with the following minimum amounts as substantiated by pilot logbook. All pilots shall be OAS or USFS carded for anticipated contract uses:

		Flight Hours
a.	Pilot-in-Command of helicopter	1,500
b.	Operations over Mountainous Terrain	500
c.	In Make and Model to be Used on Contract	100
d.	Hours during Preceding 60 Days in Same Make and Model to be Used on Contract	20
e.	Hours of Spraying with Helicopters in the Forest Environment	25
f.	Take-off and Landings at Typical Altitudes and Helispots	20

Each pilot shall be able to furnish for inspection a FAA commercial or Airline Transport Pilot Certificate with appropriate rating (Rotocraft Helicopter) and a valid Class I or Class II FAA medical certificate. Pilot must be qualified for Class A and B external load operations and must have a valid Idaho Commercial Applicator/Operator Pesticide License (Professional Applicator).

The Contract Supervisor reserves the right to reject (entirely or for specific flights) any pilot who in the opinion of the Contract Supervisor, violates contract rules or is unsafe or otherwise unsatisfactory.

Any pilot flying under this contract who becomes involves in an accident will be required to have a flight examination by a designated FAA examiner prior to resuming flight duty for the state.

a. Pilot-in-Command

(1) Is responsible at all times for the safety of the helicopter, its occupants, and cargo. He shall comply with direction of the Contract Supervisor and the designated flight officer except when, in his judgment, such compliance will be a violation of Federal Air Regulation Directives of the FAA or is a flight that will endanger the aircraft or its occupants.

(2) Shall not permit any passenger to ride in the helicopter.

(3) Shall wear an aviator's protective helmet equipped with boom-microphone and headset compatible with helicopter's radio equipment during all flights.

(4) Shall wear flame resistant clothing on all flights. Accepted clothing will include flight suit made of Polyamide or Arimide; leather boots; and leather, Arimide, or polyamide gloves.

b. Ground Personnel

Contractor shall furnish experienced, properly licensed personnel for mixing herbicide, loading herbicide into aircraft, driving and operating ground equipment, and for maintaining and servicing of ground and aerial equipment.

c. Flight and Duty Limitations – Pilot

(1) All pilots flying aircraft under this contract may fly a maximum of eight (8) hours per day. Pilots may be removed from flying before the eight-hour maximum is flown due to fatigue caused by unusual strenuous or stressful flying conditions.

(2) Flight time shall not exceed a total of forty-two (42) hours in any six (6) consecutive days.

(3) Pilots accumulating thirty-six (36) or more hours of flying in any six (6) consecutive days.

(4) Within any twenty-four (24) hour period, pilots shall have a minimum of ten (10) consecutive hours off duty immediately prior to the beginning of a duty day.

(5) Two (2) days off per fourteen (14) day period. These days need not be consecutive.

(6) Duty time includes flight time, ground duty of any kind, and standby status at any location.

13. RECONNAISSANCE FLIGHTS

a. Under no circumstances will the pilot-in-command be permitted to carry a state employee as a crew member.

b. The Contractor will make all necessary reconnaissance flights as a service incidental to spray operations at no charge to the state.

14. BUFFER ZONES & CONTROL AREAS

a. No spray will be applied to live (flowing) streams or open waters. Such streams and water bodies within or adjacent to project areas will be defined on project maps, and a 100-foot buffer zone will be left unsprayed on each side of the live stream or open body of water.

b. Net project acreage listed on each of the attached project descriptions are those acres to be actually sprayed and exclude all buffer zones and control areas.

15. HERBICIDE SPECIFICATIONS

Herbicide to be used shall be liquid, and mixed, stored, and applied per the manufactures label guide. Rate(s) of application per acre are specified in the attached project description(s).

16. AERIAL SPRAY APPLICATION

a. All chemical applications will be made in compliance with the Idaho Department of Agriculture Pesticide Law Rules and Regulations and in compliance with the Idaho Forest Practices Act Rules and Regulations.

b. Herbicides to be used and rates of application are specified in the attached project description(s).

c. Climatic requirements during spray operations:

(1) Maximum air temperature - 80°F

(2) Relative humidity - minimum of 40 percent

(3) Maximum wind speed - 7 miles per hour

(4) No rain six (6) hours before or six (6) hours after herbicide application, unless a specific exception is made in the project description.

d. Flying Requirements:

(1) Maximum flying speed - 50 miles per hour

(2) Flying height - The Pilot-in-Command shall fly as close to the target vegetation as practical from the standpoint of safety and spray apparatus design.

(3) Spray pattern - The project will be flown with a minimum 50-foot swath with 40-foot centers to provide an approximate 10-foot spray overtop. Project boundaries and buffer zones will be flown parallel for at least two (2) swath widths. The remaining areas can be flown on the contour.

(4) Uniformity of the spray pattern will not vary more than ten percent (10%) from the established as acceptable to the State. Any areas missed by the contractor or sprayed less than the concentration specified shall be re-flown and brought up to the specified standard.

(5) The spraying mechanism shall be turned off when the helicopter makes 180-degree turns.

(6) Complete flushing of the spray equipment will be required before commencing from one spray area to the next. The flushing operation will be accomplished by spraying solution through the spray nozzles while flying a normal spray pattern over the project area. Usage of the emergency dump valve will be prohibited except during emergency situations.

(7) The Contract Supervisor shall inspect and approve all spraying, mixing, and other support equipment to be used for compliance with contract requirements.

17. CHEMICAL SPILLAGE

The Contractor will be responsible for keeping chemical spillage cleaned up during and after completion of each project. This includes, but is not limited to, spillage associated with chemical transportation, loading operations on the helispots, and jettisoned payloads.

a. The Contract Representative or pilot-in-command shall notify the Contract Supervisor of any spilled chemical and take immediate action to contain, neutralize, or isolate spilled chemicals as directed by the Contract Supervisor. All spillage must be cleaned up to satisfaction of the Idaho Department of Lands.

b. The Idaho Department of Lands may take whatever action is deemed necessary to contain, neutralize, or isolate any spillage. The Idaho Department of Lands will have the latitude of either billing the Contractor directly for the costs incurred in abating the spillage, deducting costs from the contract payment, or deducting the costs from the Contractor's performance bond.

Signature Page

IN WITNESS WHEREOF, the parties have caused this contract to be executed effective this

_____ day of _____ 20____, in Boise, Idaho.

IDAHO DEPARTMENT OF LANDS

By_____

Date _____

CONTRACTOR

_____

By_____

Date _____

Contractor's Social Security
or Employer Number

_____
Taxpayer ID# (TIN)

Contractor's Phone/Contact No.

_____

_____email if available

CONTRACT NO. 10-214-300571
ST. JOE AERIAL HERBICIDE SPRAYING
PROJECT DESCRIPTION

SUPERVISORY AREA: St. Joe

PROJECT NUMBER: FM #30-571-104-10

PROJECT NAME: St. Joe Aerial Site Prep Spray

PROJECT AREA: 548 Acres

TREATMENT TYPE: Aerial Helicopter Herbicide Spray Application

PROJECT LOCATION: Various locations as per attached maps.

AREA HISTORY: This project covers multiple sites throughout the St. Joe Area. All but one of the units are a site-prep prescription while the Finn Saddle unit is a release prescription.

PERIOD OF CONTRACT: Contract work may commence once the Contractor has received a signed copy of the contract and has had a prework conference with the Contract Supervisor. The contract will expire on September 15, 2010.

METHOD OF PAYMENT: Payment will be made in two separate payment acreages upon satisfactory completion of the contract requirements. Payment to be made at the rate(s) set forth in Schedule A attached hereto.
Payment Unit 1: those acres to be sprayed on or about July 15th, 2010 (329 acres)
Payment Unit 2: those acres to be sprayed on or about August 15th, 2010 (219 acres)

TIME OF APPLICATION: Spraying will begin when vegetation growth meets required conditions and weather conditions are within parameters. Anticipated operation period is July 15th or later for 329 acres and August 15th or later for 219 acres.

OBJECTIVE: The objective of this project is to control competing vegetation during the 2010 field season through the use of herbicides.

HERBICIDE REQUIREMENTS: The following herbicides will be applied:

Something Cherry: 60 net spray acres: July 15th	Accord	2 qt/acre
	Polaris SP	24 oz/acre
	Escort XP	2 oz/acre
	Atrazine 4L	128 oz/acre
	In-Place	22 oz/acre
	Bronc Max	6.4 oz/acre
	Syl-Tac	6.4 oz/acre
	10 gallons/acre water solution	

Dago Pulp: 80 net spray acres:	Accord	2 qt/acre
July 15th	Atrazine 4L	128 oz/acre
	In-Place	16 oz/acre
	Bronc Max	6.4 oz/acre
	Syl-Tac	6.4 oz/acre
	Open-Site	3.3 oz/acre
	10 gallons/acre water solution	
Lovell Valley SS: 74 net spray acres:	Accord	2 qt/acre
July 15th	Polaris SP	24 oz/acre
	Escort XP	2 oz/acre
	Atrazine 4L	128 oz/acre
	In-Place	22 oz/acre
	Bronc Max	6.4 oz/acre
	Syl-Tac	6.4 oz/acre
	15 gallons/acre water solution	
Lovell Valley Test: 17 net spray acres:	Accord	2 qt/acre
July 15th	Polaris SP	24 oz/acre
	Escort XP	2 oz/acre
	Atrazine 4L	128 oz/acre
	In-Place	22 oz/acre
	Bronc Max	6.4 oz/acre
	Syl-Tac	6.4 oz/acre
	10 gallons/acre water solution	
Little Elk 110 net spray acres:	Accord	1.5qt/acre
August 15th	Polaris AC	4oz/acre
	Atrazine 4L	128oz/acre
	In-Place	18oz/acre
	Transline	20oz/acre
	10 gallons/acre water solution	
Mica: 98 net spray acres:	Accord	2 qt/acre
July 15th	Atrazine 4L	128 oz/acre
	In-Place	16 oz/acre
	Bronc Max	6.4 oz/acre
	Syl-Tac	6.4 oz/acre
	Open-Site	3.3 oz/acre
	10 gallons/acre water solution	

Smith Pit: 63 net spray acres: August 15th	Accord	2 qt/acre
	Polaris SP	24 oz/acre
	Escort XP	2 oz/acre
	Atrazine 4L	128 oz/acre
	In-Place	22 oz/acre
	Bronc Max	6.4 oz/acre
	Syl-Tac	6.4 oz/acre
	15 gallons/acre water solution	

Finn Saddle: 46 net spray acres: August 15th	Accord	1.5 qt/acre
	Polaris AC	4 oz/acre
	Atrazine 4L	128 oz/acre
	In-Place	18 oz/acre
	10 gallons/acre water solution	

The Contractor will furnish and apply the referenced chemicals at the rates specified above. Approximate amounts required are as shown below:

Accord	254.50 gallons	Polaris AC	4.87 gallons
Polaris SP	40.13 gallons	Escort XP	428 ounces
Atrazine 4L	548 gallons	In-Place	80.97 gallons
Bronc Max	19.6 gallons	Syl-Tac	19.60 gallons
Open-Site	587.4 ounces	Transline	17.19 gallons

The Contractor will also furnish an adequate water supply. An adequate water supply may not be available within each unit. The herbicide shall be batch mixed by the Contractor under State supervision prior to the scheduled start of the days spraying. In most cases, the mixing will be done the morning of the spraying. Mixed material must be sprayed within 72 hours. Mixed herbicides should not be stored beyond the limits described on the label.

CARRIER: Water will be the carrier for the applications and will be provided by the Contractor. Water will be clean, free of particulate matter and within a suitable pH.

CLEAN-UP AND HANDLING OF HERBICIDES:

1. Any leaks and/or spills will be the immediate responsibility of the Contractor to clean up and dispose of according to State laws and regulations. Transferring of herbicide from containers to mix tank and from mix tank to spray tank will be done in a manner so as to eliminate spills and leaks. All spills, large or small, will be cleaned up.

2. The Contractor shall drain all herbicide residue from truck and helicopter tanks, including plumbing, prior to equipment being released from this contract. At the end of each day's spraying, the rinse residue from the spray tank will be placed in the mix tank and added to the next day's spray mixture or aerially sprayed over an approved site.

3. Empty herbicide containers shall be triple rinsed with water as required by national and Idaho State herbicide laws. Empty, rinsed herbicide containers shall be removed by the Contractor from the operation site and disposed of in accordance with existing laws and regulations.

SUPERVISION: A State representative must be present at all times to observe the application.

The following State representatives have the authority to suspend spraying on a block:

1. Project Leader

2. Technical Assistant

Inspection of application operations will be accomplished by the following means:

1. State inspector shall be on the ground to observe spray deposition.

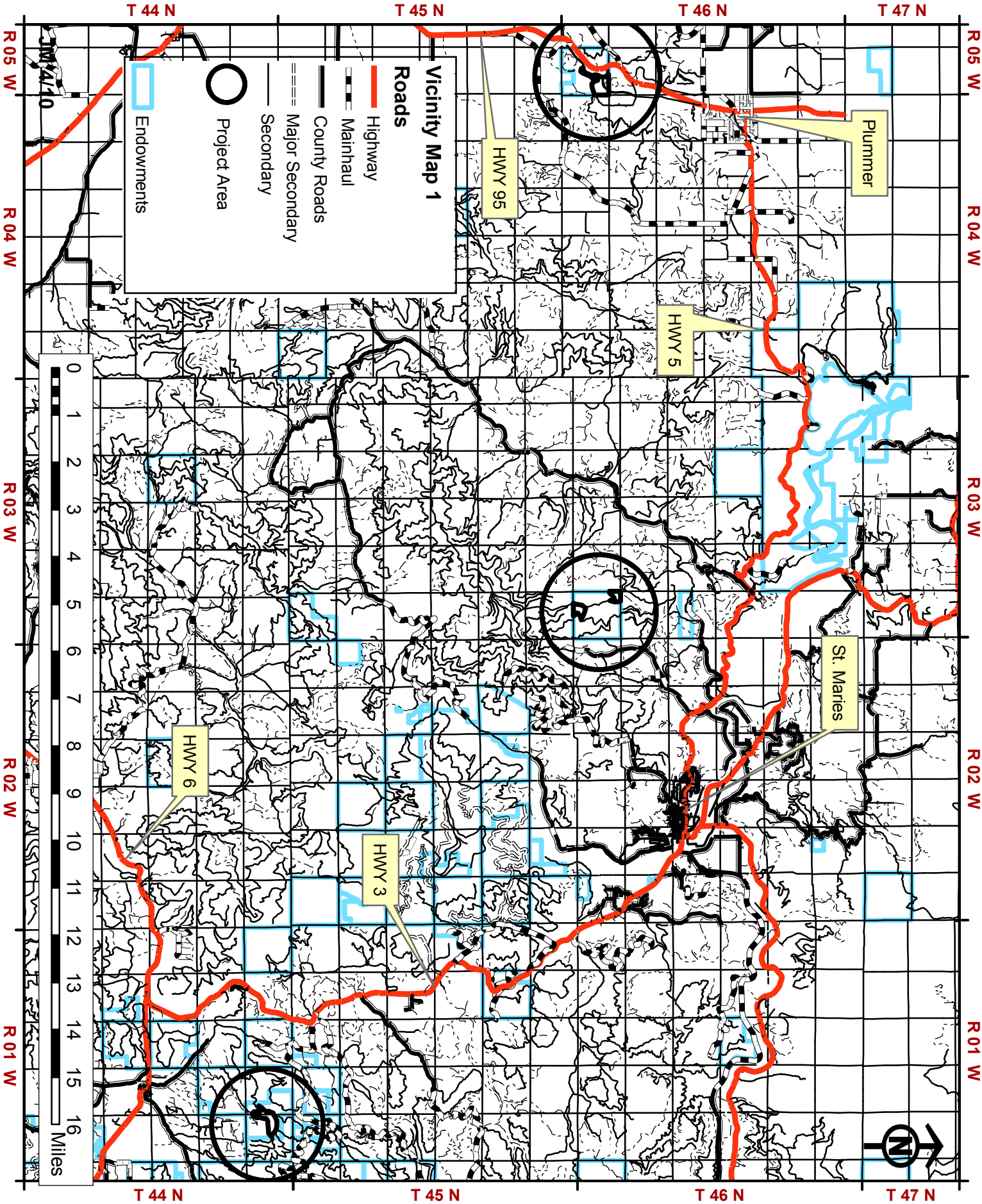
2. A random placement of spray droplet detection cards may be accomplished to determine if application has met the on-the-ground deposition standards.

Coordinates or shape files for the spray units will be provided to the Contractor upon request.

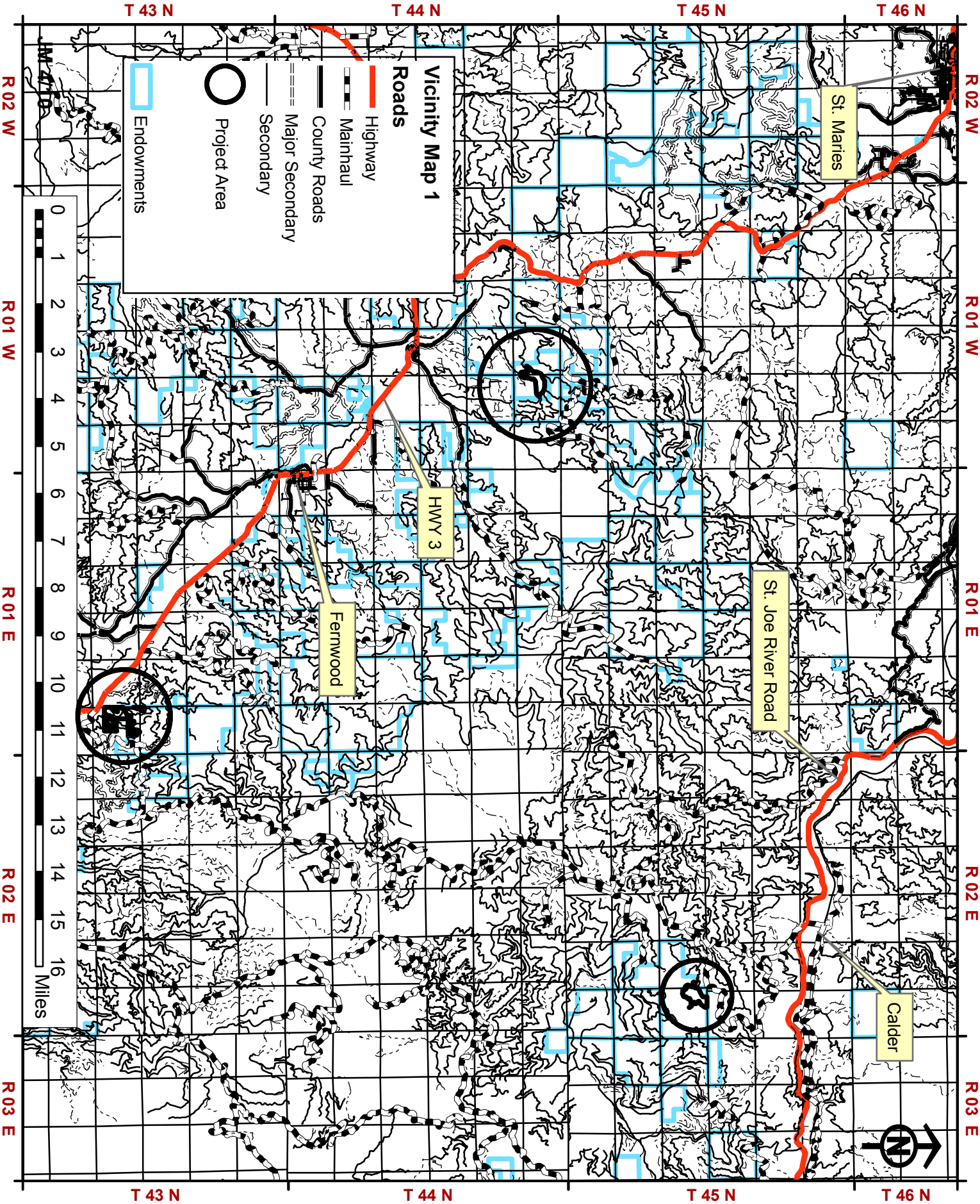
INFORMATION: Further information is available by contacting the following:

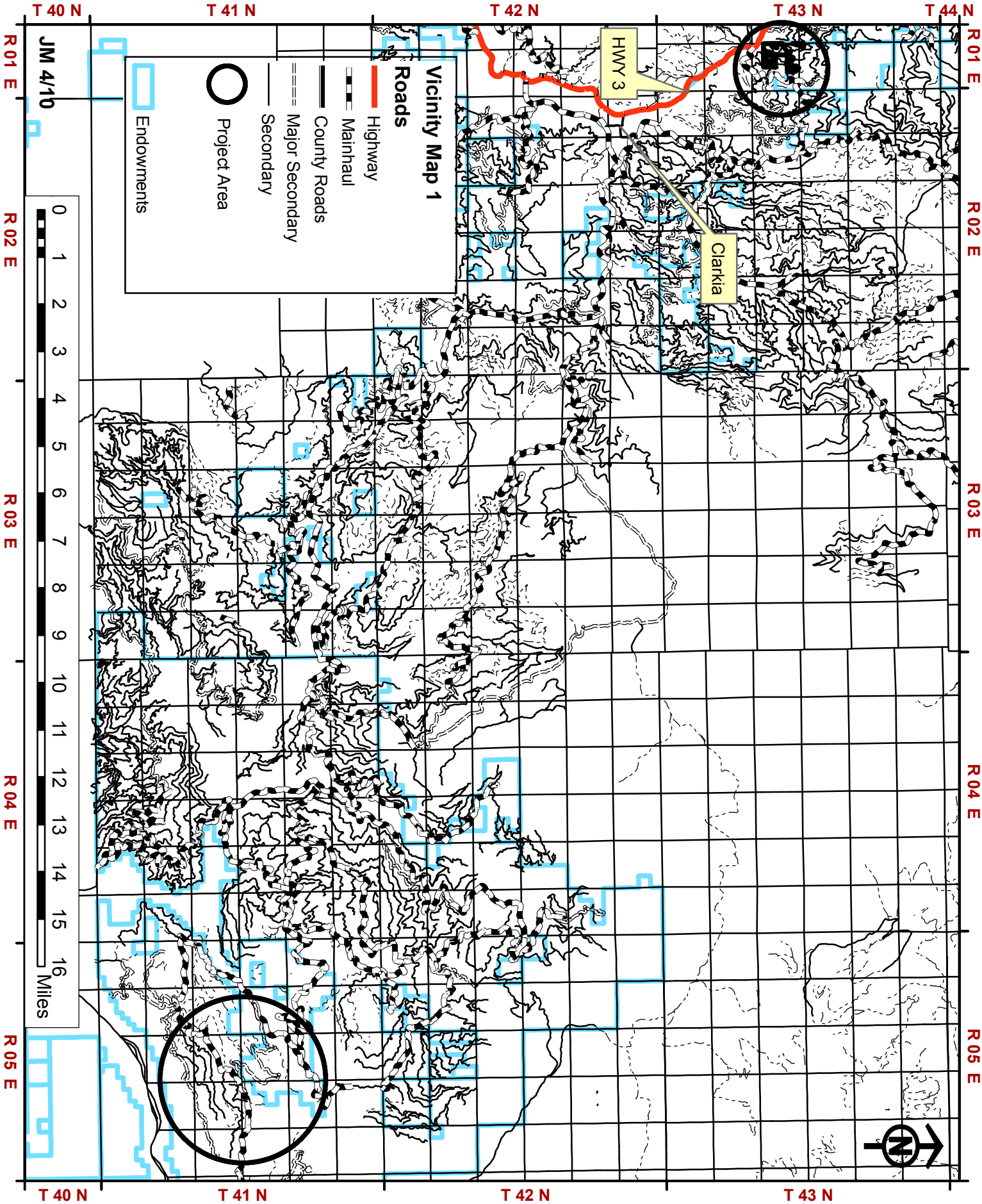
Idaho Department of Lands
St. Joe Supervisory Area
1806 Main Avenue
St. Maries, ID 83861
Phone: (208) 245-4551
Fax: (208) 245-4867
Area Contact: James Mackey

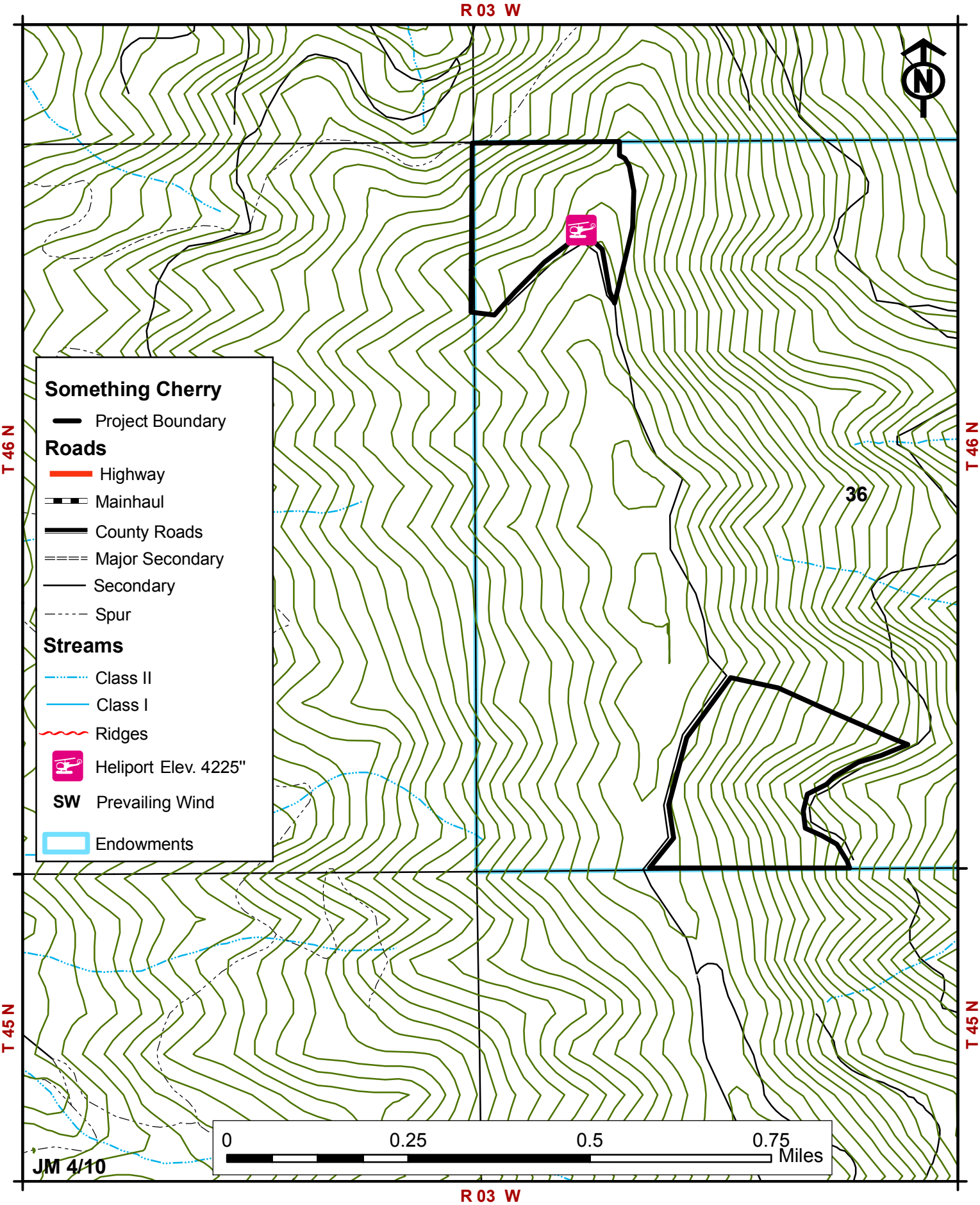
Vicinity Map 1

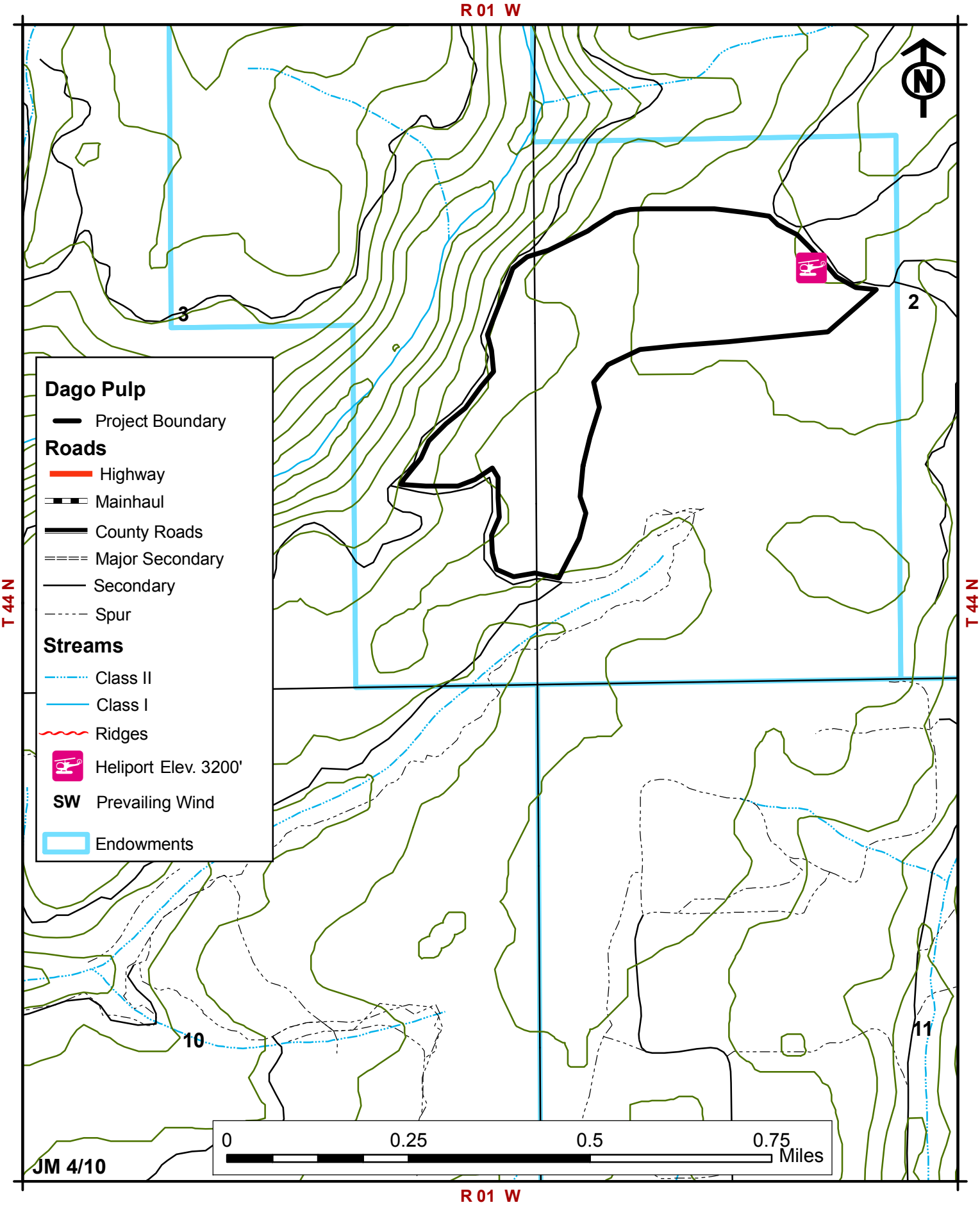


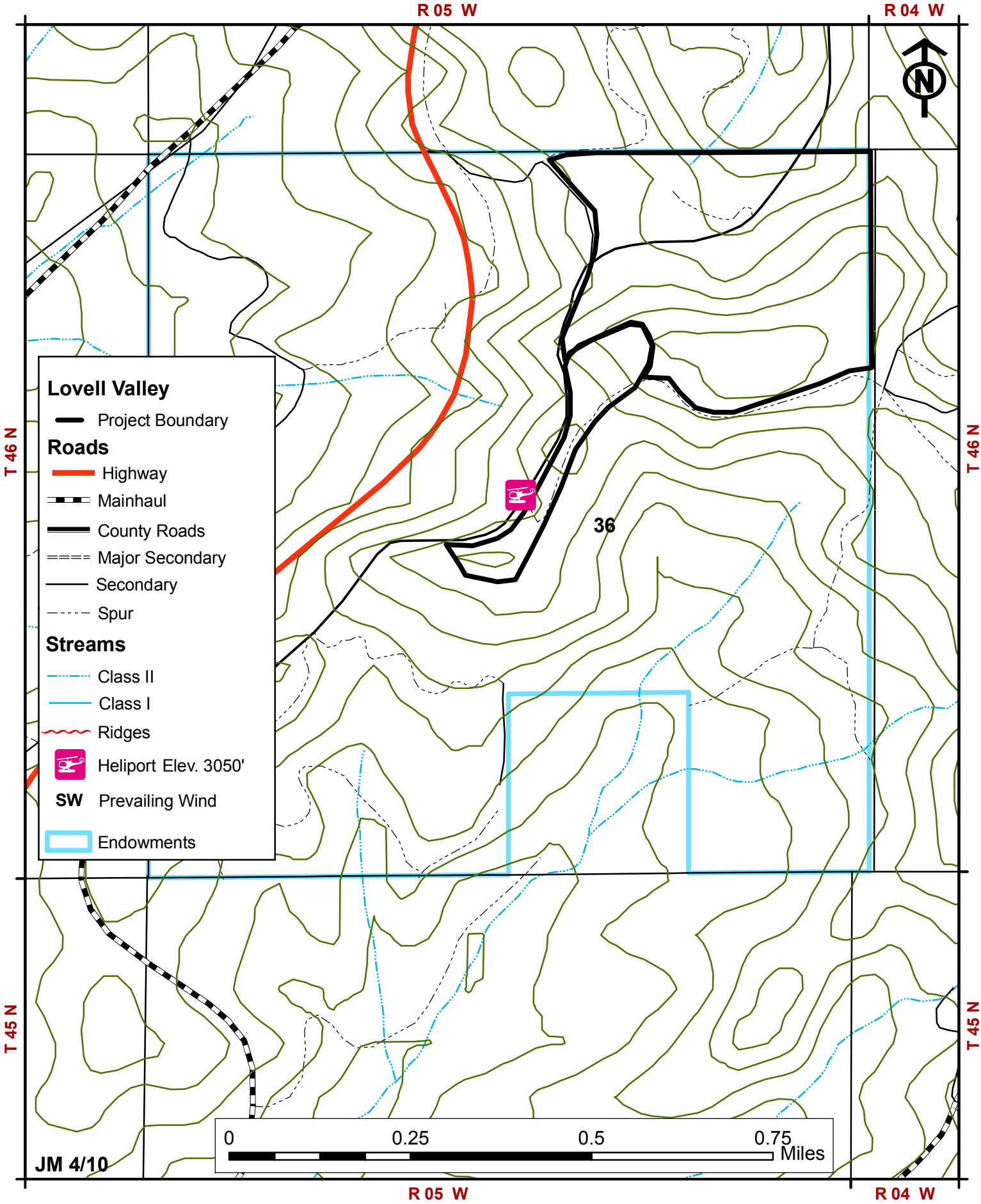
Vicinity Map 2

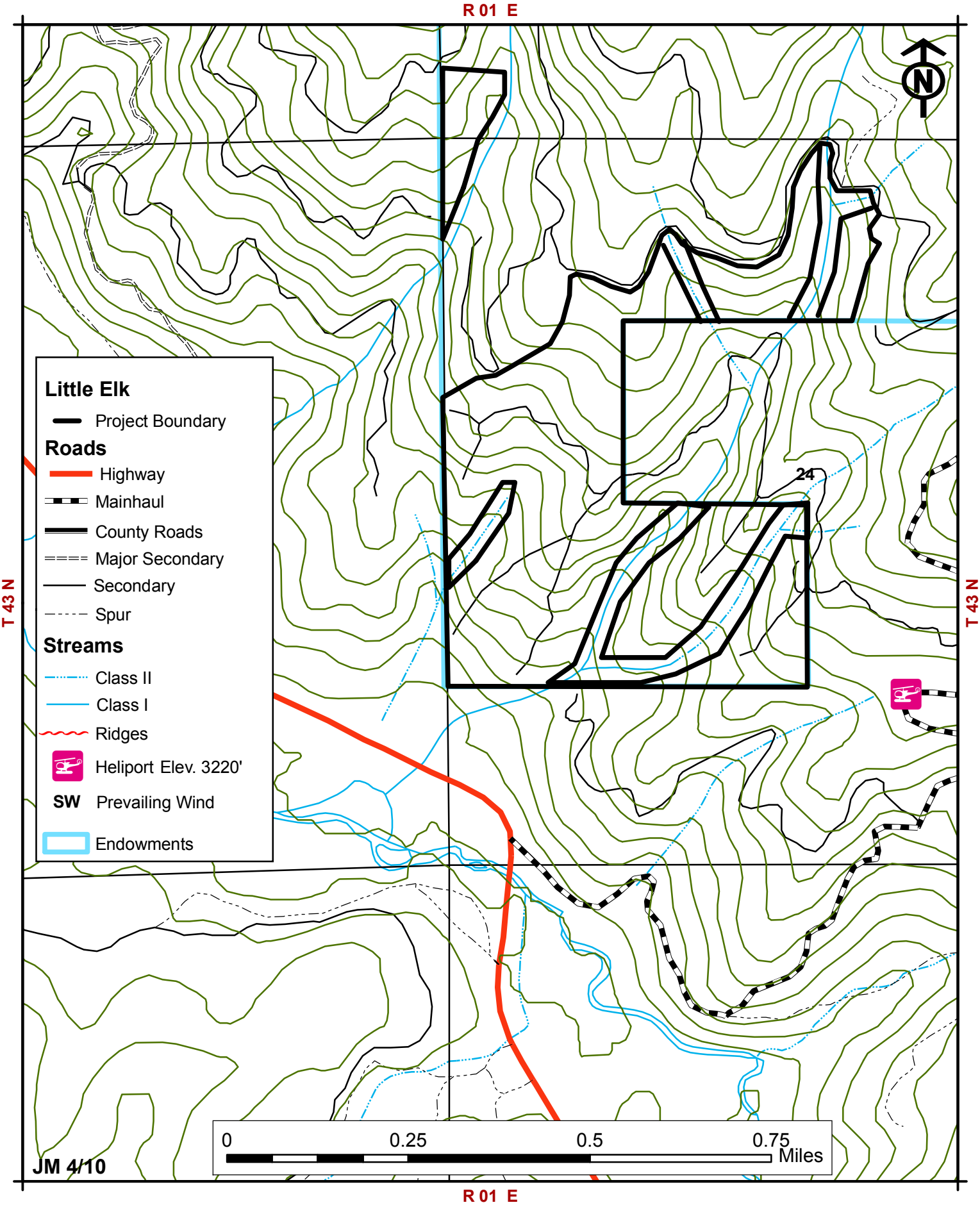


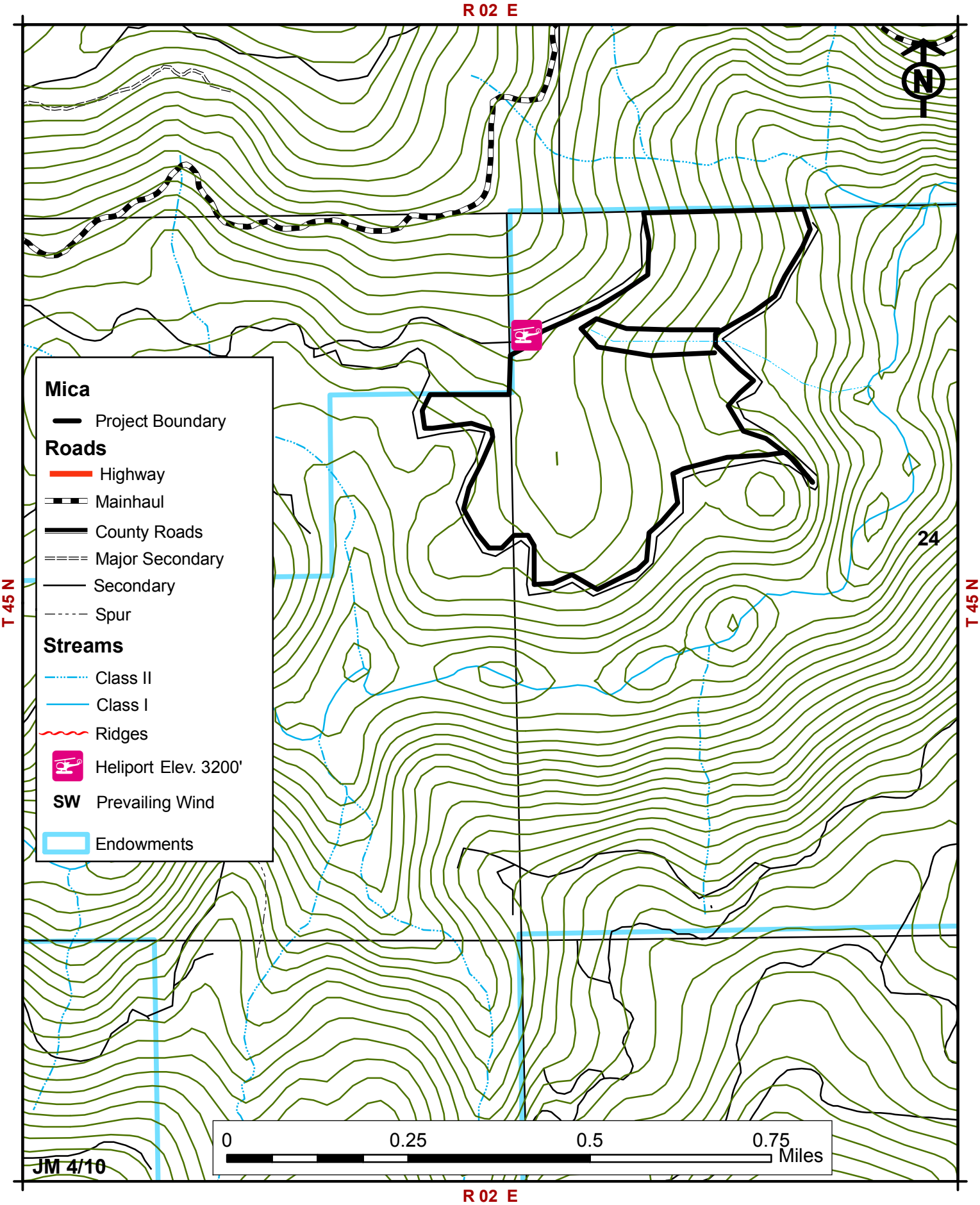

T 40 N
T 41 N
T 42 N
T 43 N
T 44 N
R 01 E
R 02 E
R 03 E
R 04 E
R 05 E
HWY 3
Clarkia
Vicinity Map 1
Roads
Highway
Mainhaul
County Roads
Major Secondary
Secondary
Project Area
Endowments
0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16
Miles
JM 4/10

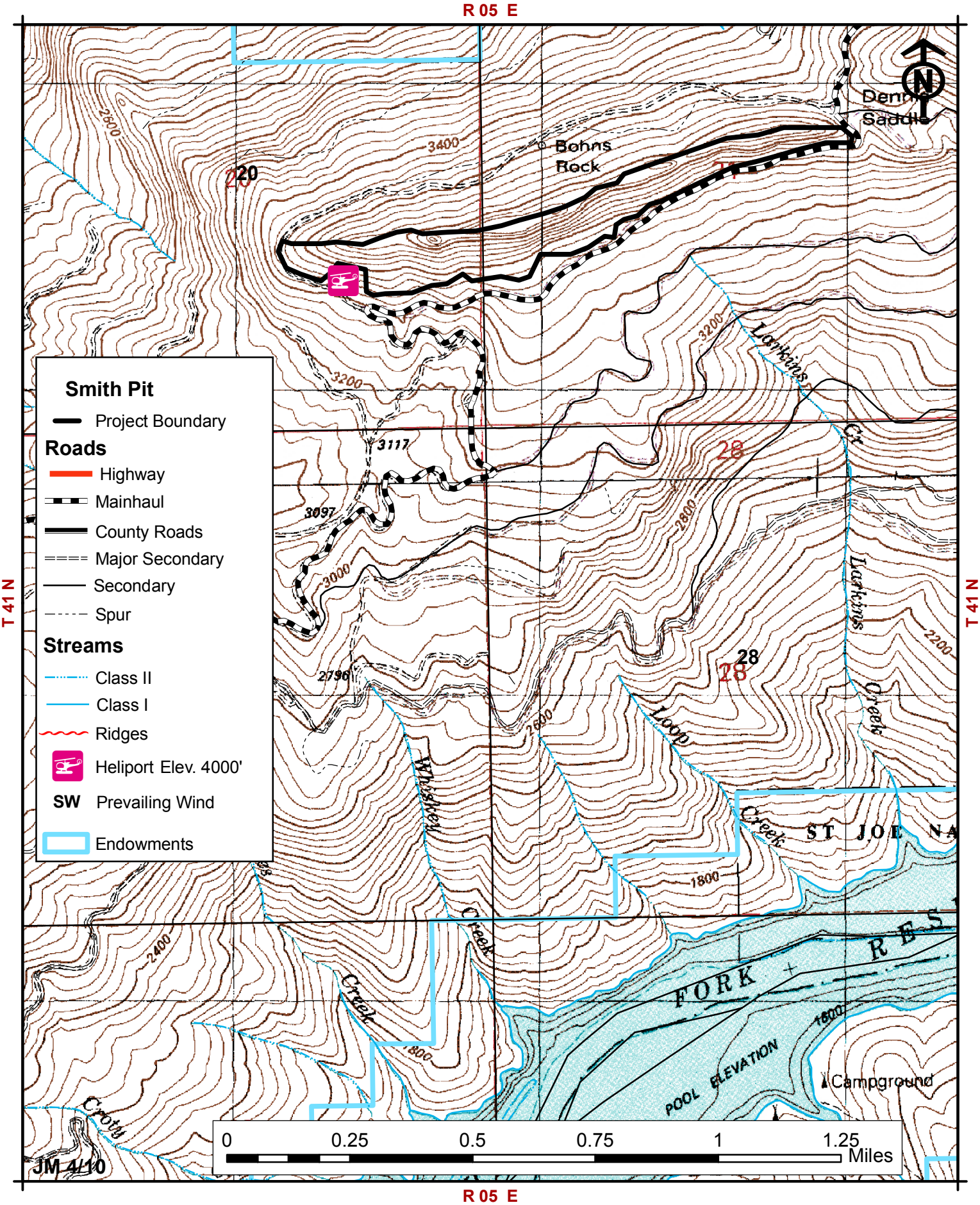

R 03 W
T 46 N
T 45 N
36
N
Something Cherry
Project Boundary
Roads
Highway
Mainhaul
County Roads
Major Secondary
Secondary
Spur
Streams
Class II
Class I
Ridges
Heliport Elev. 4225"
SW Prevailing Wind
Endowments
0
0.25
0.5
0.75
Miles
JM 4/10

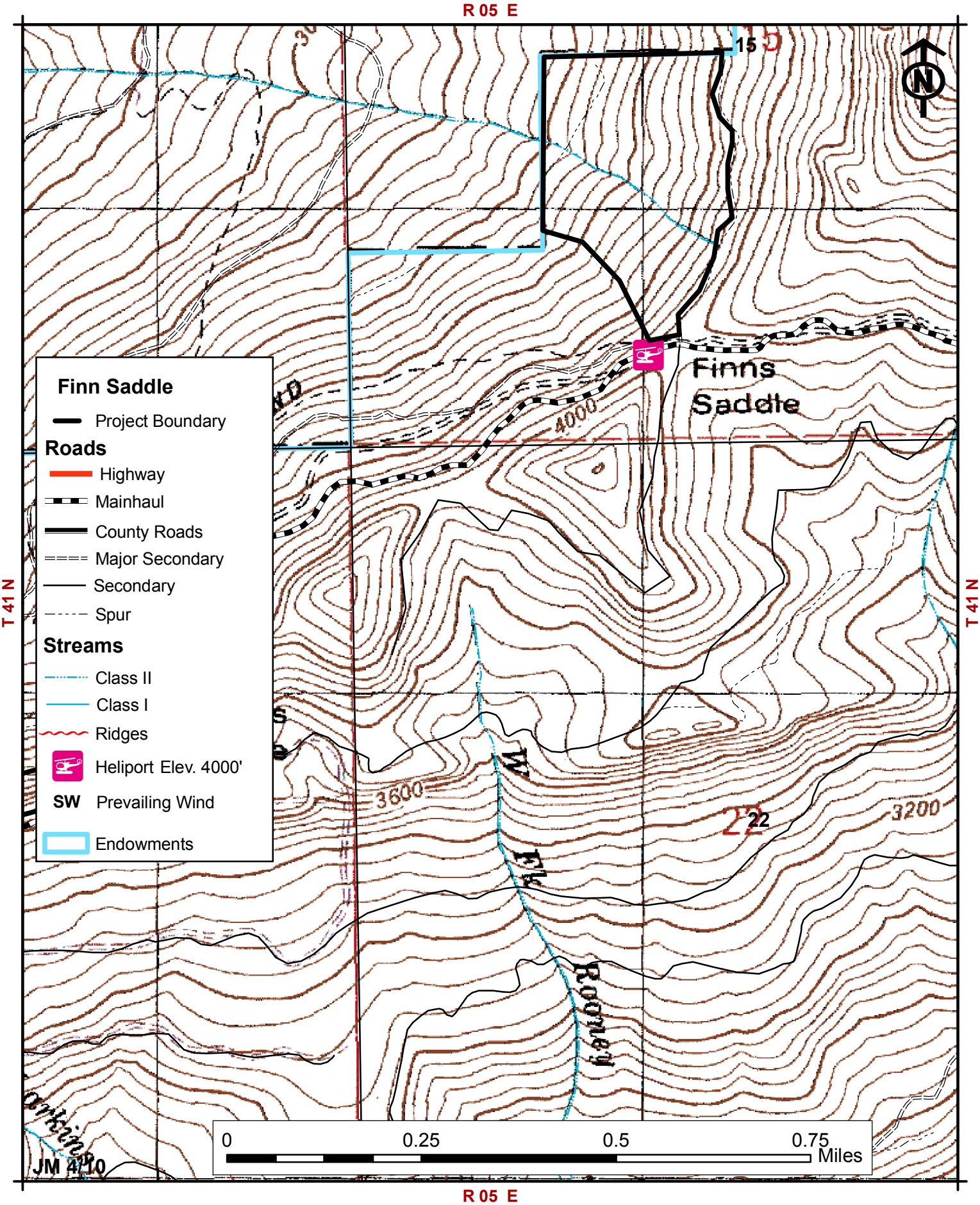

R 01 W
T 44 N
N
3
2
10
11
Dago Pulp
Project Boundary
Roads
Highway
Mainhaul
County Roads
Major Secondary
Secondary
Spur
Streams
Class II
Class I
Ridges
Heliport Elev. 3200'
SW Prevailing Wind
Endowments
0
0.25
0.5
0.75
Miles
JM 4/10


R 05 W
R 04 W
T 46 N
T 45 N
36
Lovell Valley
Project Boundary
Roads
Highway
Mainhaul
County Roads
Major Secondary
Secondary
Spur
Streams
Class II
Class I
Ridges
Heliport Elev. 3050'
SW Prevailing Wind
Endowments
0
0.25
0.5
0.75
Miles
JM 4/10


R 01 E
T 43 N
T 43 N
R 01 E
N
24
Little Elk
Project Boundary
Roads
Highway
Mainhaul
County Roads
Major Secondary
Secondary
Spur
Streams
Class II
Class I
Ridges
Heliport Elev. 3220'
SW Prevailing Wind
Endowments
0
0.25
0.5
0.75
Miles
JM 4/10


R 02 E
T 45 N
T 45 N
N
24
Mica
Project Boundary
Roads
Highway
Mainhaul
County Roads
Major Secondary
Secondary
Spur
Streams
Class II
Class I
Ridges
Heliport Elev. 3200'
SW Prevailing Wind
Endowments
0
0.25
0.5
0.75
Miles
JM 4/10
R 02 E


R 05 E
T 41 N
Smith Pit
Project Boundary
Roads
Highway
Mainhaul
County Roads
Major Secondary
Secondary
Spur
Streams
Class II
Class I
Ridges
Heliport Elev. 4000'
SW Prevailing Wind
Endowments
Bohns Rock
Dennis Saddle
Lostkinos Cr
Left Fork
Loop
Whiskey Creek
Crotty Creek
ST JOE NA
FORK
RES
POOL ELEVATION
Campground
0 0.25 0.5 0.75 1 1.25 Miles
JM 4/10


R 05 E
T 41 N
Finn Saddle
Project Boundary
Roads
Highway
Mainhaul
County Roads
Major Secondary
Secondary
Spur
Streams
Class II
Class I
Ridges
Heliport Elev. 4000'
SW Prevailing Wind
Endowments
Finns Saddle
4000
3600
3200
15
22
N
0
0.25
0.5
0.75
Miles
JM 4/10

CONTRACT NO. 10-214-420124
HERBICIDE SPRAYING
PROJECT DESCRIPTION

SUPERVISORY AREA: Maggie Creek

PROJECT NUMBER: 42-124-104-10

PROJECT NAME: Maggie Creek Aerial Site Prep

PROJECT AREA: 294 Acres

PROJECT LOCATION: The project will incorporate two individual areas. Unit 1(Lucky 13) is approximately 11 air miles northeast of Kooskia, ID. Unit 2 (Shotgun Pulp clearcuts) is approximately 2 air miles southwest of Weippe, ID.

Subdivision	Section	Township	Range	Net Acres
Unit 1				96
Pts. W2NE, Pts. SENE	13	33N	5E	
Pts. E2NW, Pts. NESW	13	33N	5E	
Pts. N2SE	13	33N	5E	
Unit 2				198
Pts. NE	33	35N	4E	
Pts. N2NE, Pts. NW	34	35N	4E	
Pts. W2SE	34	35N	4E	
			Total Acres:	**294**

All acreage is net horizontal.

UNIT HISTORY:

Unit 1 is comprised of two clearcut subunits harvested with the Lucky 13 timber sale (TS-42-3587) which was cancelled in October of 2009. Both subunits are scheduled to be broadcast burnt sometime in the fall 2010 when fuel conditions permit. The clearcuts lie on the upper third slope of the Maggie Creek drainage and generally have a west facing aspect averaging 30% slope. Wet draws within the unit will be treated with an appropriate “no spray” buffer.

Unit 2 is the result of TS-42-3738 (Shotgun Pulp) cancelled in November of 2009. This unit is comprised of six clearcut subunits ranging in size from 14 to 70 acres. Broadcast burning and burning of in-woods piles are scheduled for completion in the fall of 2010 prior to herbicide application. All units are virtually flat and pose little threat of herbicide contacting water sources.

PERIOD OF CONTRACT: Contract work may commence once the Contractor has received a signed copy of the contract and has had a prework conference with the Contract Supervisor. The contract will expire on December 31, 2010.

TIME OF APPLICATION: October 15 through November 30, 2010, dependent upon weather conditions and prescribed burning activities.

OBJECTIVE: The objective of this project is to eliminate vegetative competition and enhance seedling establishment and survival. Both units will be planted in the spring of 2011.

HERBICIDE REQUIREMENTS:

Unit #1(Lucky 13);

Atrazine @ 1 gal/ac
Escort XP @ 2oz/ac
Water @ 9 gallons/acre with above mixture
*Escort XP shall be pre-mixed in a separate container with 1quart of CLIMB pH increaser prior to being added to the batch solution.

Unit #2 (Shotgun Pulp);

Atrazine @ 1 gal/ac
Water @ 9 gallons/acre with above mixture

The Contractor will furnish the requested herbicides and water. An adequate water supply is not available within the project area. Suitable fill sites for the water truck are at the Maggie Creek Area office and at the Empire mill in Weippe. Fill sites must be preapproved by the State. The herbicide shall be batch mixed by the Contractor under State supervision prior to the scheduled start of the days spraying. In most cases, the mixing will be done the morning of the spraying. Mixed material must be sprayed within 72 hours. Mixed herbicides should not be stored beyond the limits described on the label.

CARRIER: Water will be the carrier for the applications and will be provided by the Contractor. Water will be clean, free of particulate matter and within a suitable pH for mixture with the appropriate herbicide.

CLEAN-UP AND HANDLING OF HERBICIDES:

1. Any leaks and/or spills will be the immediate responsibility of the Contractor to clean up and dispose of according to State laws and regulations. Transferring of herbicide from containers to mix tank and from mix tank to spray tank will be done in a manner so as to eliminate spills and leaks. All spills, large or small, will be cleaned up.

2. The Contractor shall drain all herbicide residue from truck and helicopter tanks, including plumbing, prior to equipment being released from this contract. At the end of each day's spraying, the rinse residue from the spray tank will be placed in the mix tank and added to the next day's spray mixture or aerially sprayed over an approved site.

3. Empty herbicide containers shall be triple rinsed with water as required by Federal and Idaho State herbicide laws. Empty, rinsed herbicide containers shall be removed by the Contractor from the operation site and disposed of in accordance with existing laws and regulations.

SUPERVISION: A State representative must be present at all times to observe the application.

The following State representatives have the authority to suspend spraying on the site:

1. Project Leader

2. Technical Assistant

Inspection of application operations will be accomplished by the following means:

1. State inspector shall be on the ground to observe spray deposition.

2. A random placement of spray droplet detection cards shall be accomplished to determine if application has met the on-the-ground deposition standards.

Unit boundaries will be marked on the ground. Coordinates or shape files for the spray units will be provided to the contractor upon request.

INFORMATION: Further information is available by contacting the following:

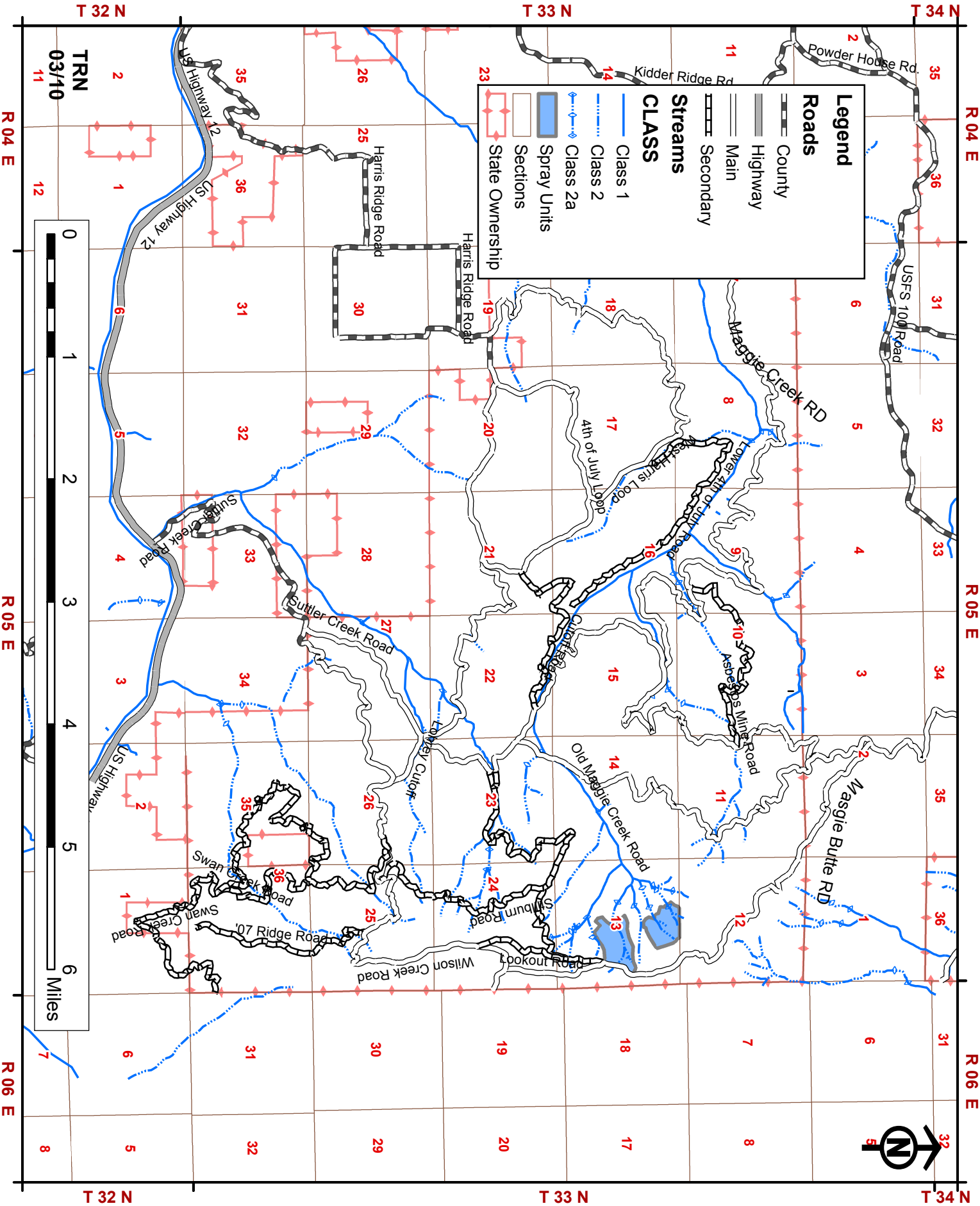
Idaho Department of Lands
Maggie Creek Supervisory Area
Route 2, Box 190
Kamiah, ID 83536
(208)-935-2141
Area Contact: Tyler Nelson

Page Left Blank for Two Sided Printing

FM# 42-124-104-10
Maggie Creek Aerial Site Prep

Unit #1
Vicinity Map

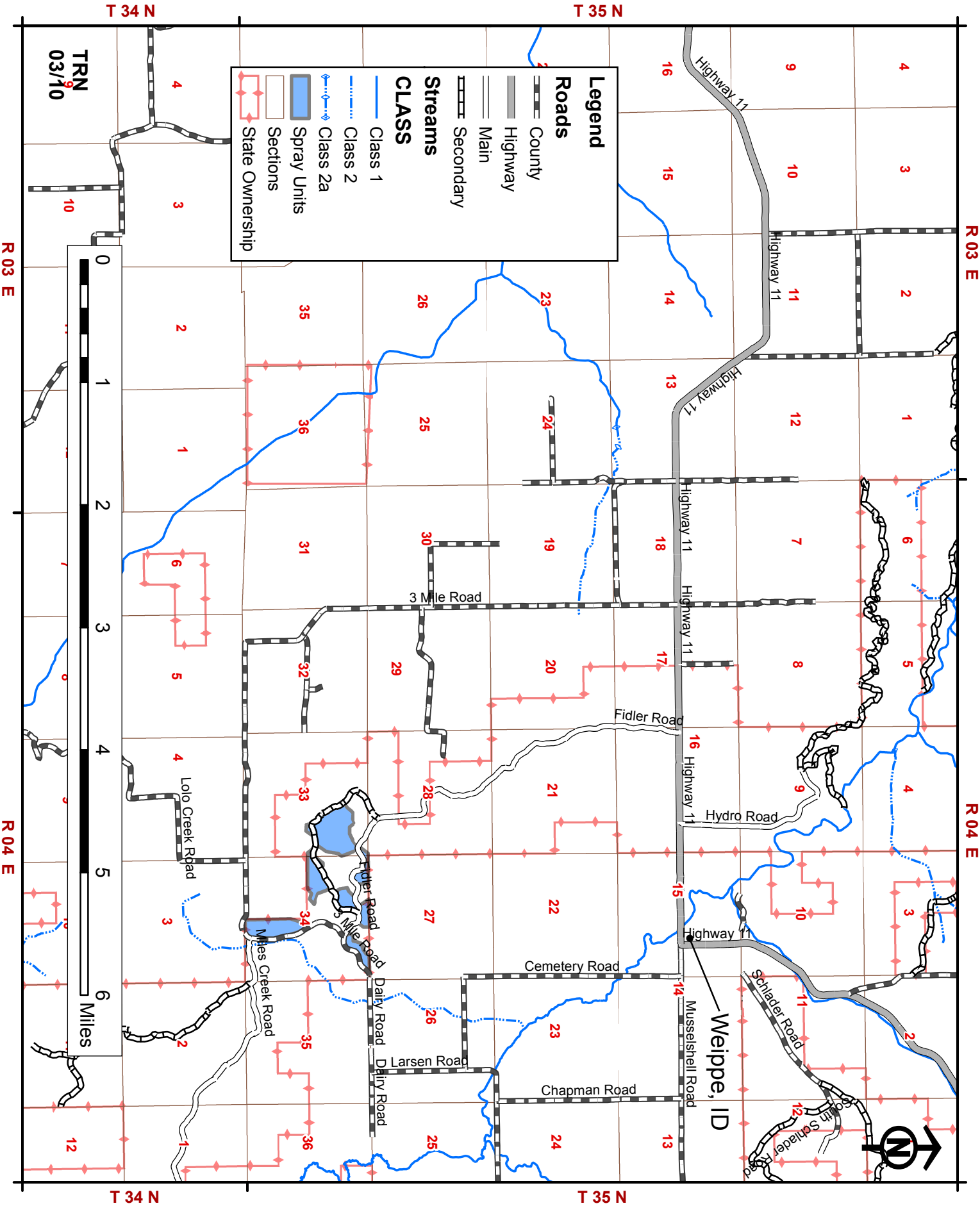
Contract Number
10-214-42-0124



FM# 42-124-104-10
Maggie Creek Aerial Site Prep

Unit #2
Vicinity Map

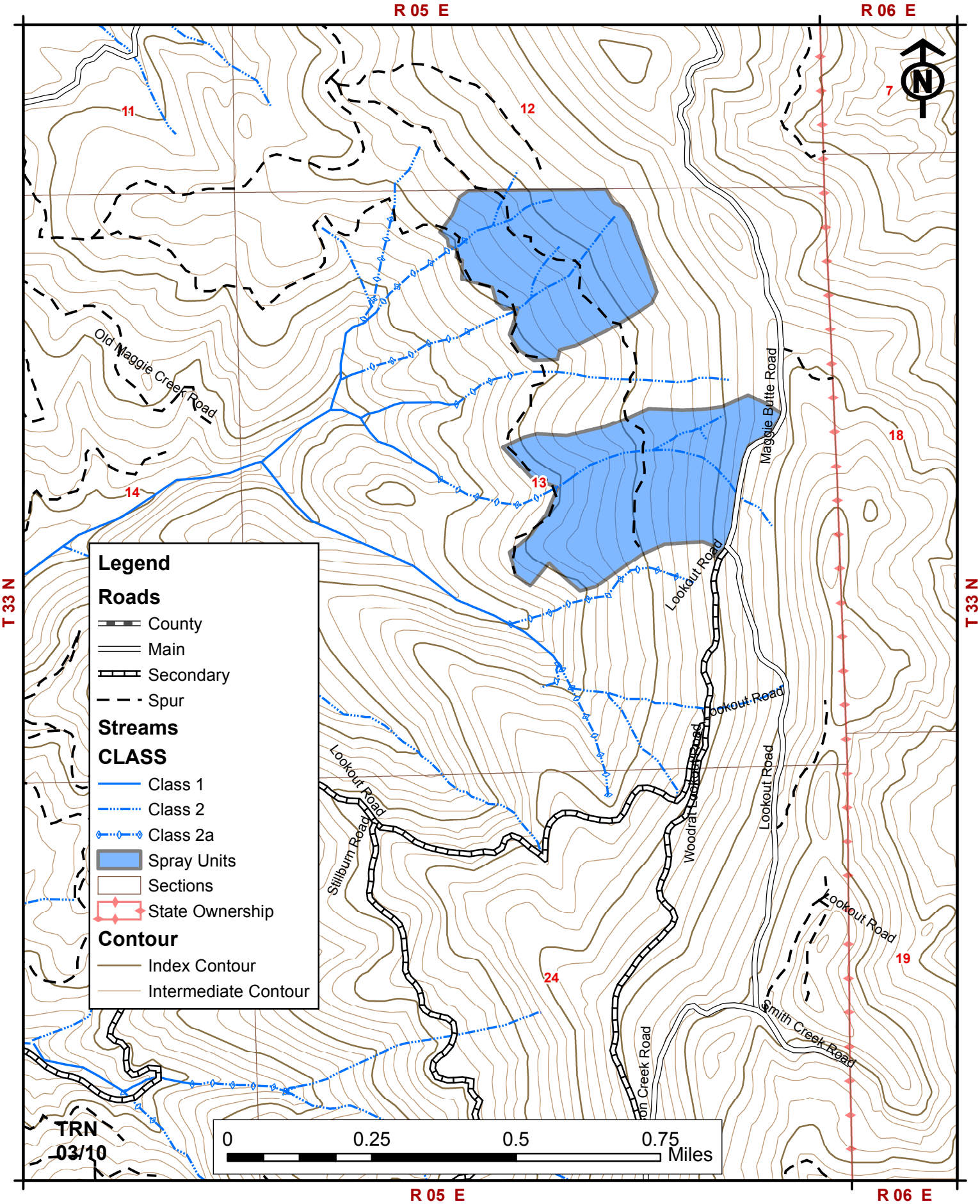
Contract Number
10-214-42-0124



FM# 42-124-104-10
Maggie Creek Aerial Site Prep

Unit #1
Lucky 13 Clearcuts

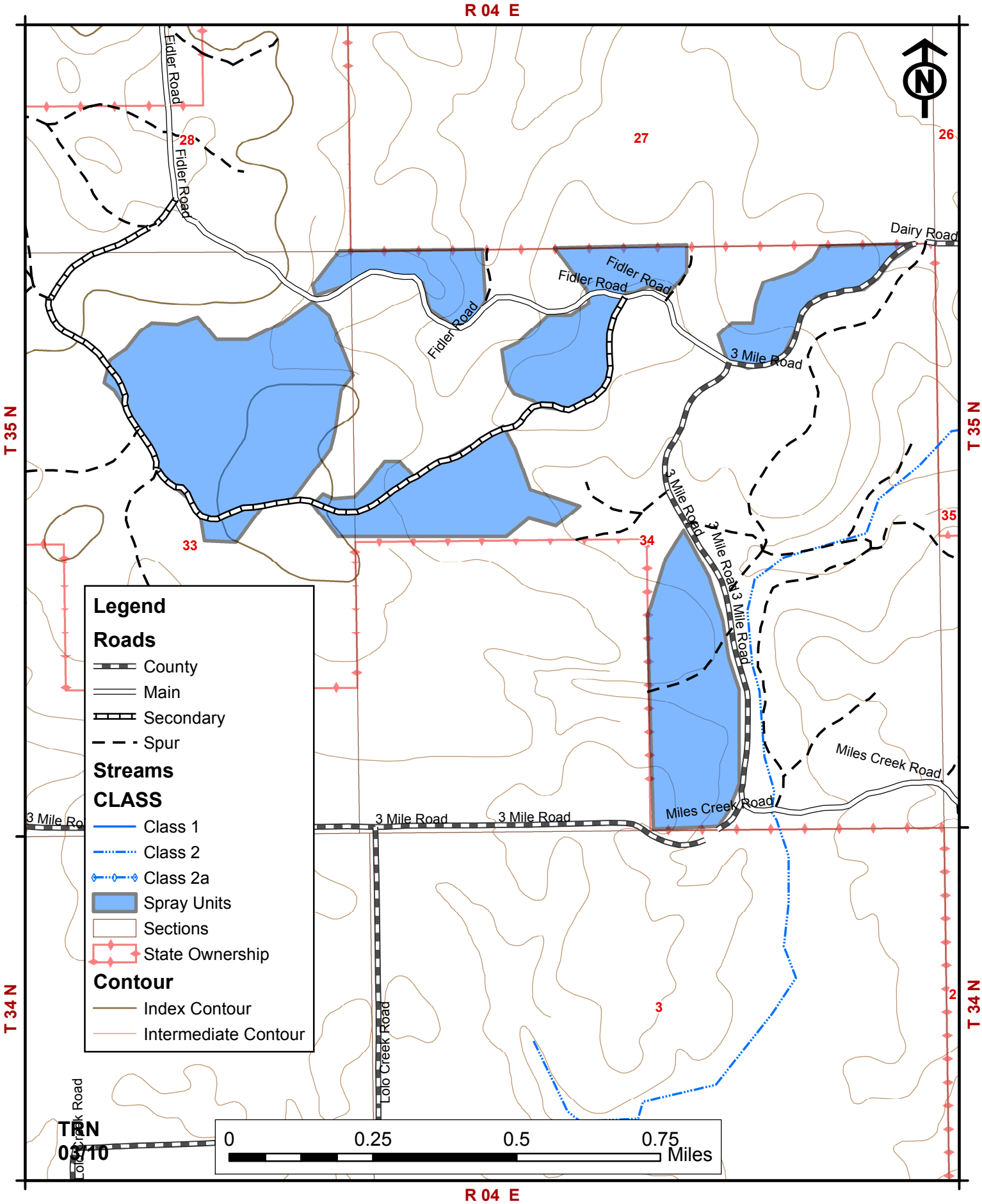
Contract Number
10-214-42-0124



FM# 42-124-104-10
Maggie Creek Aerial Site Prep

Unit #2
Shotgun Pulp Clearcuts

Contract Number
10-214-42-0124



CONTRACT NO. 10-214-430059
HERBICIDE SPRAYING
PROJECT DESCRIPTION

SUPERVISORY AREA: Craig Mountain

PROJECT NUMBER: 43-059-104-10

PROJECT NAME: Salty Antler Aerial Site Prep

PROJECT AREA: 119 Acres

PROJECT LOCATION: The project will incorporate two individual areas. Units 1 & 2 are approximately 11 air miles southwest of Cottonwood, ID. Units 3 & 4 are located approximately 8 air miles southwest of Grangeville, ID.

Subdivision	Section	Township	Range	Net Acres
Unit 1				
Pts. NESW, Pts. W2SE	27	30N	2W	13
Unit 2				
Pts. NESW	34	30N	2W	17
Unit 3				
Pts. S2NW	26	29N	2E	
Pts. N2SW, Pts. SESW	26	29N	2E	
Pts. NESE	27	29N	2E	51
Unit 4				
Pts. SESW, Pts. SWSE	26	29N	2E	
Pts. NWNE, Pts. NENW	35	29N	2E	38
			Total Acres:	**119**

All acreage is net horizontal.

UNIT HISTORY:

Units 1& 2 were harvested in 2008 and 2009. Two clearcuts, with one each being in the Great Salt Lick and Knotty Pine timber sales were harvested. Both units have been broadcast burned in fall, 2009. The clearcuts lie on the Joseph Plains on flat terrain with an average slope of 5%. Both units have a very slight north facing aspect. No wet draws or streams are present within either unit so there are no buffers for stream protection.

Unit 3 & 4 are clearcut units that were harvested with the Antler Knob timber sale. These units were planted in spring 2008 with Craig Mountain Area Planting 43-046-102-

08. These units have poor survival of less than 50 trees per acre. These units were already broadcast burned so this project will concentrate on controlling the grass and forb competition since burning. These units lie within the Service Flats block on flat to gently rolling terrain with an average slope of 15%. The predominant aspect in both units is south.

PERIOD OF CONTRACT: Contract work may commence once the Contractor has received a signed copy of the contract and has had a prework conference with the Contract Supervisor. The contract will expire on December 31, 2010.

TIME OF APPLICATION: October 1 through November 30, 2010, dependent upon weather conditions.

OBJECTIVE: The objective of this project is to eliminate vegetative competition and enhance seedling establishment and survival. All units will be planted in the spring of 2011.

HERBICIDE REQUIREMENTS:

Units #1 & 2(Great Salt Lick & Knotty Pine);
Atrazine @ 1 gal/ac
Water @ 9 gallons/acre with above mixture
Units #3 & 4(Antler Knob);
Atrazine @ 1 gal/ac
Water @ 9 gallons/acre with above mixture

The Contractor will furnish the requested herbicides and water. An adequate water supply is not available within the project area. Suitable fill sites for the water truck are at the Craig Mountain Area office and dip pond located within ½ mile of Units 3 & 4. Fill sites must be preapproved by the State. The herbicide shall be batch mixed by the Contractor under State supervision prior to the scheduled start of the days spraying. In most cases, the mixing will be done the morning of the spraying. Mixed material must be sprayed within 72 hours. Mixed herbicides should not be stored beyond the limits described on the label.

CARRIER: Water will be the carrier for the applications and will be provided by the Contractor. Water will be clean, free of particulate matter and within a suitable pH for mixture with the appropriate herbicide.

CLEAN-UP AND HANDLING OF HERBICIDES:

1. Any leaks and/or spills will be the immediate responsibility of the Contractor to clean up and dispose of according to State laws and regulations. Transferring of herbicide from containers to mix tank and from mix tank to spray tank will be

done in a manner so as to eliminate spills and leaks. All spills, large or small, will be cleaned up.

2. The Contractor shall drain all herbicide residue from truck and helicopter tanks, including plumbing, prior to equipment being released from this contract. At the end of each day's spraying, the rinse residue from the spray tank will be placed in the mix tank and added to the next day's spray mixture or aerially sprayed over an approved site.

3. Empty herbicide containers shall be triple rinsed with water as required by Federal and Idaho State herbicide laws. Empty, rinsed herbicide containers shall be removed by the Contractor from the operation site and disposed of in accordance with existing laws and regulations.

SUPERVISION: A State representative must be present at all times to observe the application.

The following State representatives have the authority to suspend spraying on the site:

1. Project Leader

2. Technical Assistant

Inspection of application operations will be accomplished by the following means:

1. State inspector shall be on the ground to observe spray deposition.

2. A random placement of spray droplet detection cards shall be accomplished to determine if application has met the on-the-ground deposition standards.

Unit boundaries will be marked on the ground. Coordinates or shape files for the spray units will be provided to the contractor upon request.

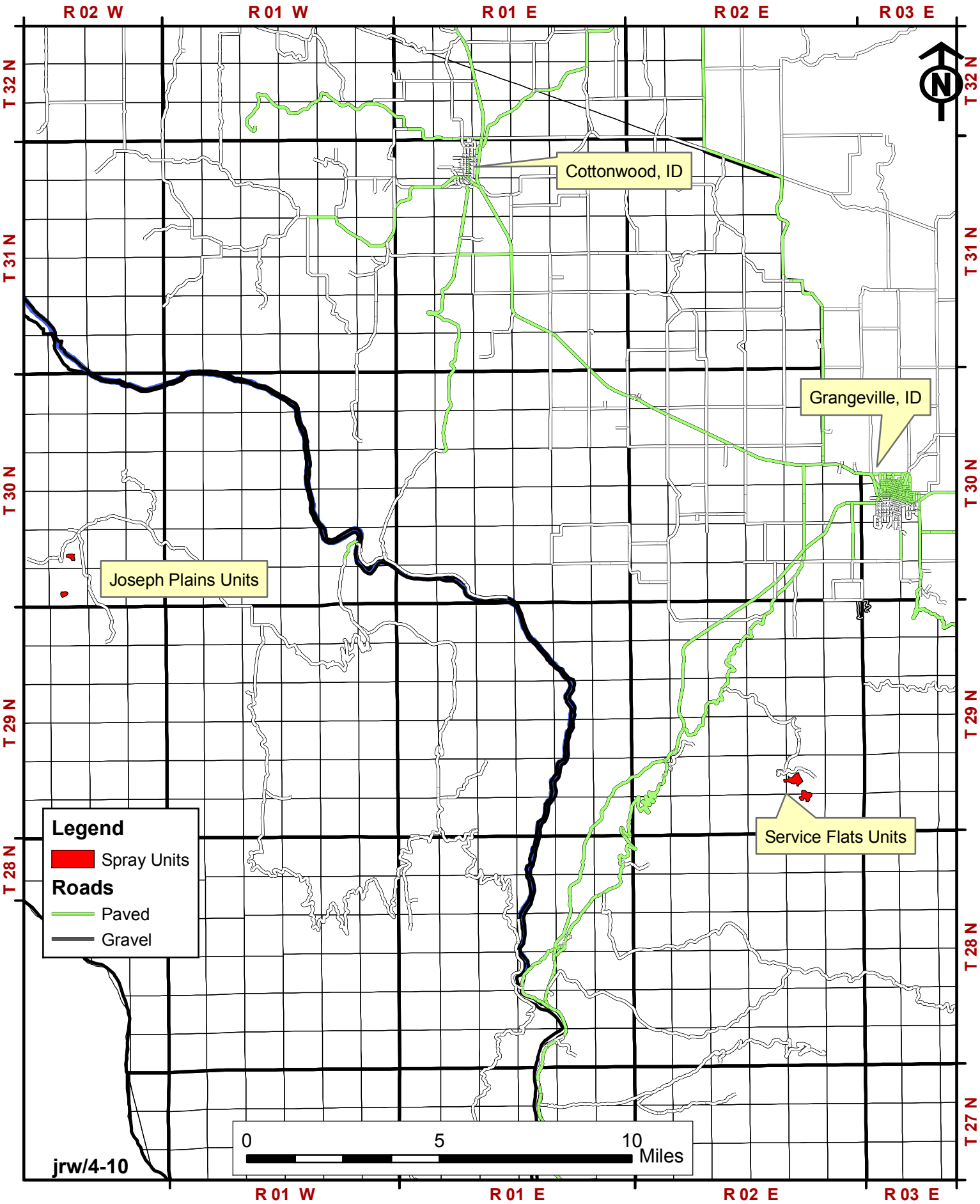
INFORMATION: Further information is available by contacting the following:

Idaho Department of Lands
Craig Mountain Supervisory Area
PO Box 68
Craigmont, ID 83523
(208)-924-5571
Area Contact: Gene Phillips

Page Left Blank for Two Sided Printing

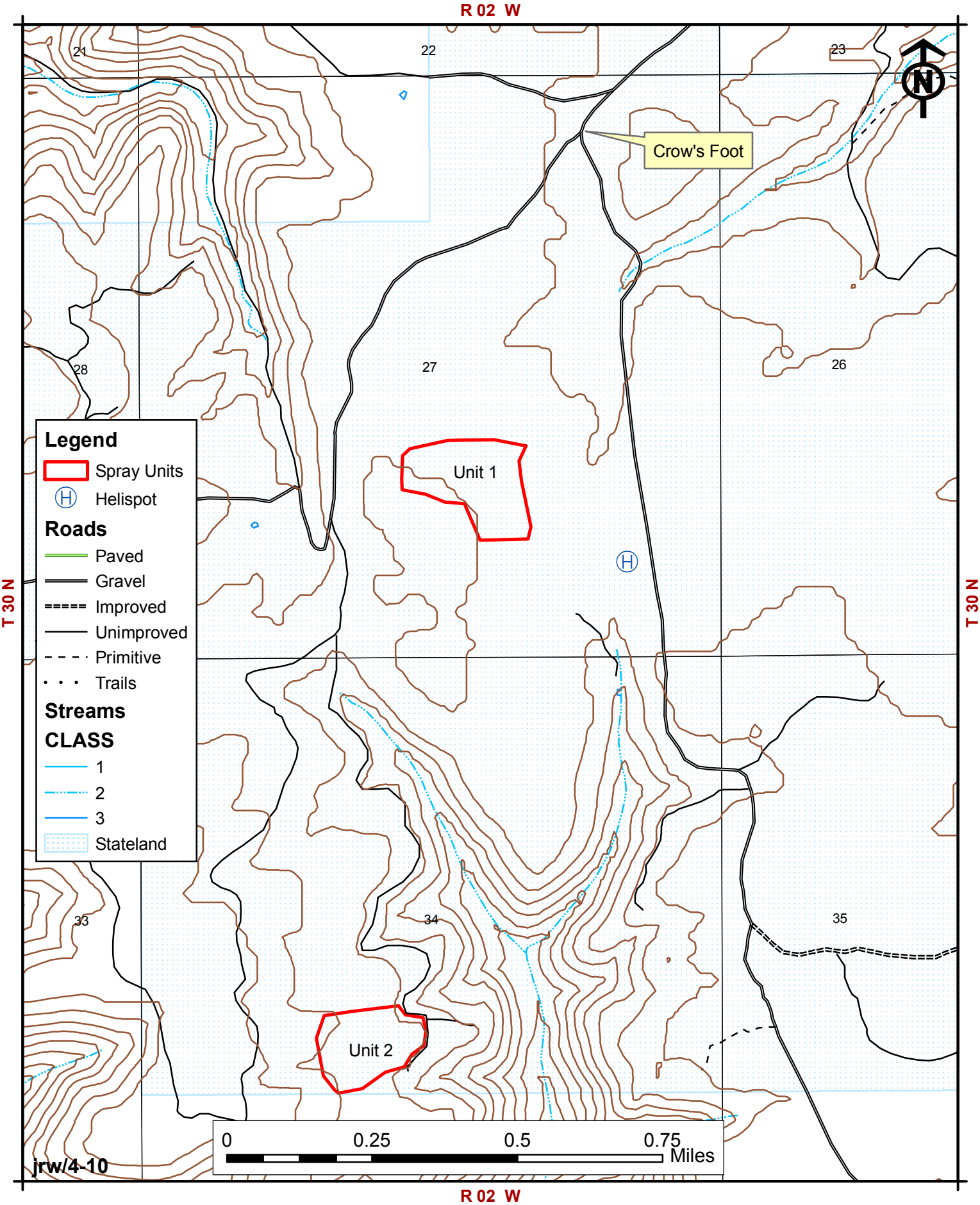
Contract # 10-214-430059
Project # 43-059-124-10

Salty Antler Aerial Site Prep
Vicinity Map



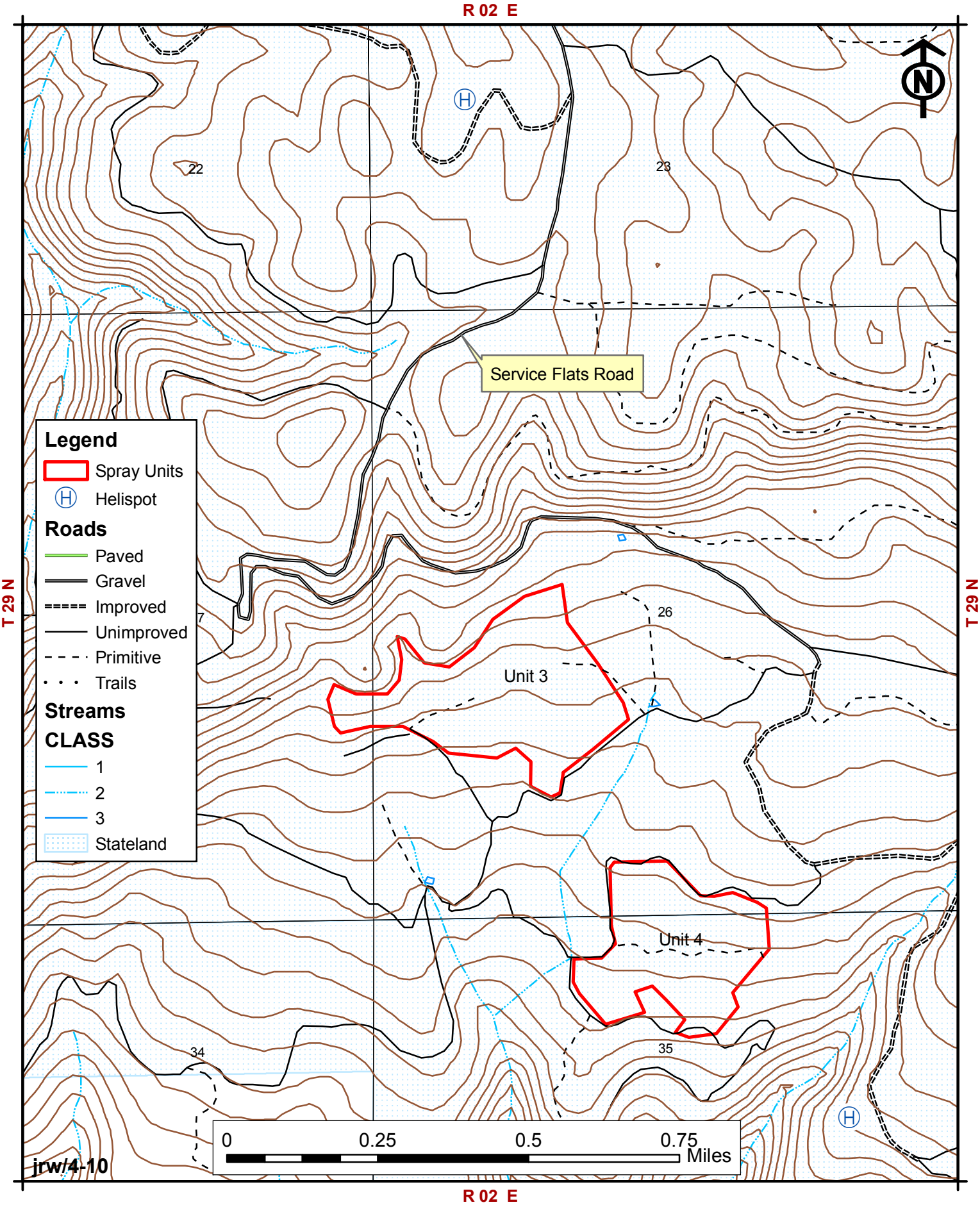
Contract # 10-214-430059
Project # 43-059-124-10

Salty Antler Aerial Site Prep
Joseph Plains Map



Contract # 10-214-430059
Project # 43-059-124-10

Salty Antler Aerial Site Prep
Service Flats Map



Page Left Blank for Two Sided Printing

CONTRACT NO. 50-214-500367
HERBICIDE SPRAYING
PROJECT DESCRIPTION

SUPERVISORY AREA: Payette Lakes

PROJECT NUMBER: FM 50-367-104-10

PROJECT NAME: PAY FY'11 Herbicide

PROJECT ACRES: 510

PROJECT LOCATION: Hanson units 1-3 and Triple H unit 1 are located approximately 8 air miles northwest of Council, Idaho (170 acres). Pick Sticks units 1 and 2 are located approximately 6 air miles southwest of New Meadows, Idaho (120 acres). West Hailey unit is located approximately 3 air miles southeast of Riggins, Idaho (120 acres) and the John Day unit is located approximately 13 air miles northeast of Riggins, Idaho (100 acres).

PERIOD OF CONTRACT: Contract work may commence once the contractor has received a signed copy of the contract and has had a pre-work conference with the contract supervisor. The contract will expire December 31, 2010.

METHOD OF PAYMENT: Payment to be made at the rates set forth in Schedule A attached hereto. This project will be paid on a per acre basis after acceptable completion of the following payment units:

Payment Unit 1: 360 acres (July application)
Payment Unit 2: 150 acres (October application)

TIME OF APPLICATION: Designated treatment sites located at John Day, West Hailey and Triple H and portions of Pick Sticks will be completed between July 1 and July 31 (Payment Unit 1). Designated treatment sites located at Hanson and portions of Pick Sticks units will be completed between September 20 and October 31 (Payment Unit 2). Vegetation and weather conditions must be favorable prior to work commencing.

OBJECTIVES: The objective of this project is to suppress or kill herbaceous species and woody deciduous shrub species in order to prepare sites for planting. Successful herbicide application will also release seedlings in areas previously planted within the project area as well as preparing these sites which may require partial replanting.

HERBICIDE REQUIREMENTS: The following herbicides will be applied in 10 gallons/acre water solution on approximately 360 acres of treatment sites specified in John Day (100ac), West Hailey (120ac), Pick Sticks (section 1) (40ac) and Triple H (100ac) units:

Accord (2 qts/ac)
Polaris (24 oz/ac)
Escort XP (2 oz/ac)
Atrazine 4L (128 oz/ac)
Bronc-Max (6.4 oz/ac)
Syl-Tac (6.4 oz/ac)

PAY FY' 11 Herbicide
Contract No. 50-214-500367

The following herbicides will be applied in granular form on approximately 150 acres of treatment sites specified in Pick Sticks (sections 2, 25, 36) (80ac) and Hanson (70ac) units:

Velpar ULW (4 lbs/ac) Pick Sticks
(3 lbs/ac) Hanson

The Contractor will provide adequate amounts of the herbicide and water. An adequate water supply is not available within the project area. The herbicide shall be batch mixed by the Contractor under State supervision prior to the scheduled start of the days spraying. Mixed material must be sprayed within 72 hours. Mixed herbicides should not be stored beyond the limits described on the label.

CARRIER: Water will be the carrier for specified liquid herbicides and will be provided by the Contractor. Water will be clean, free of particulate matter and within a suitable ph for mixture with the specified chemicals. Dry inert ingredients will be the carrier for granular chemical applications that form granules 1/8 to 1/4 inches in diameter.

Cleanup and Handling of Herbicides:

1. Any leaks and/or spills will be the immediate responsibility of the contractor to clean up and dispose of according to State laws and regulations. Transferring of herbicide from containers to dispersal tank will be done in a manner as to eliminate spills and leaks. All spills, large or small, will be cleaned up immediately.

2. Empty herbicide container shall be triple rinsed with water as required by national and Idaho State herbicide laws. Empty, rinsed herbicide containers shall be removed by the Contractor from the operation site and disposed of in accordance with existing laws and regulations.

Supervision: A state representative must be present at all times to observe the application. The state representative has the authority to suspend spreading on a unit. Inspection of application operations will be accomplished by the following means:

1. State inspectors shall be on the ground to observe spread deposition.

2. Spread rates will be monitored by using the known acreage of each unit and verifying the amount of chemical use specified in any given treatment unit is consumed.

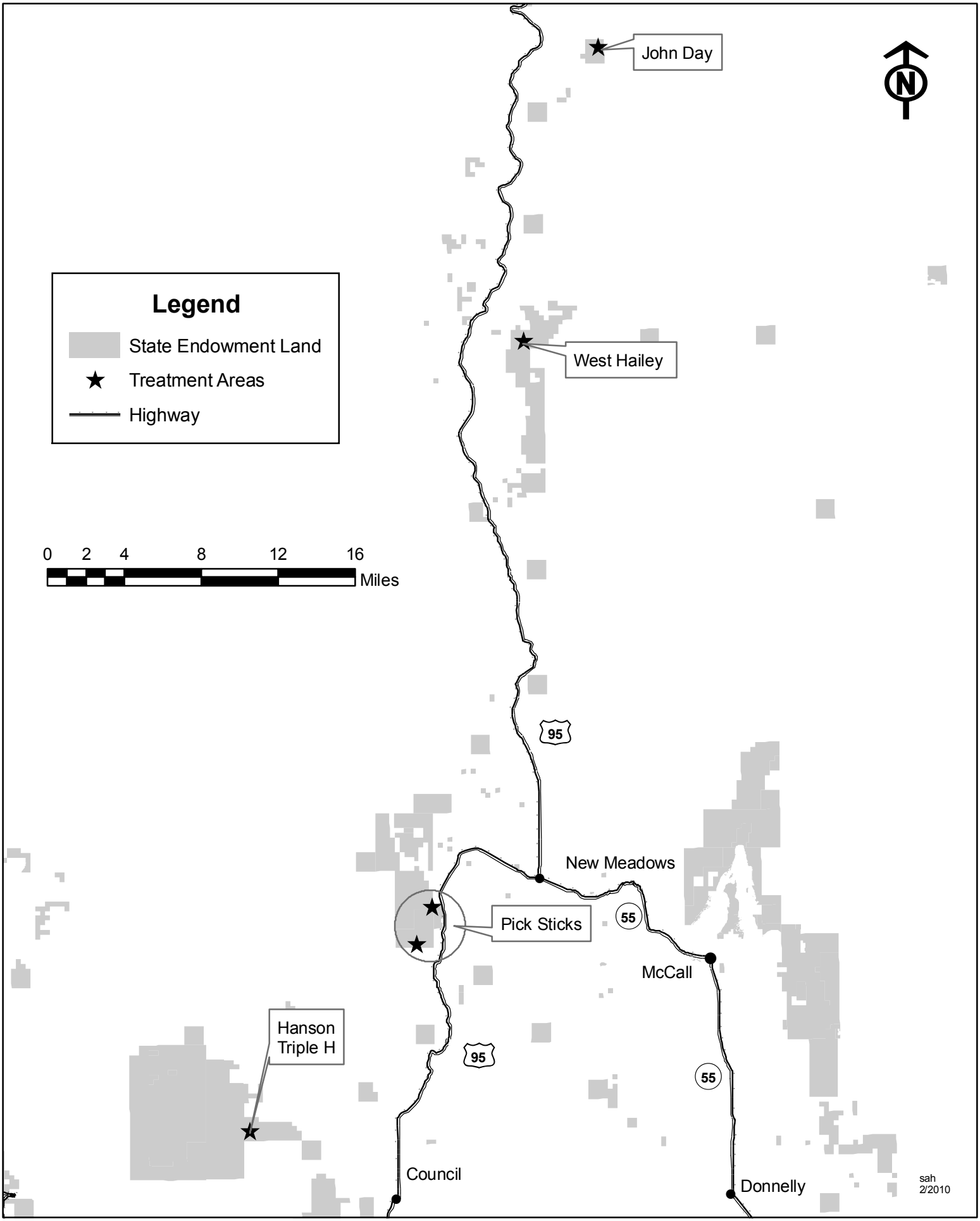
INFORMATION: Information is available by contacting:

Idaho Department of Lands
Payette Lakes Supervisory Area
555 Deinhard Lane
McCall, ID 83638
(208) 634-7125
Area Contact: Michael Payne

50-367-104-10
PAYFY11 Herbicide

Vicinity Map

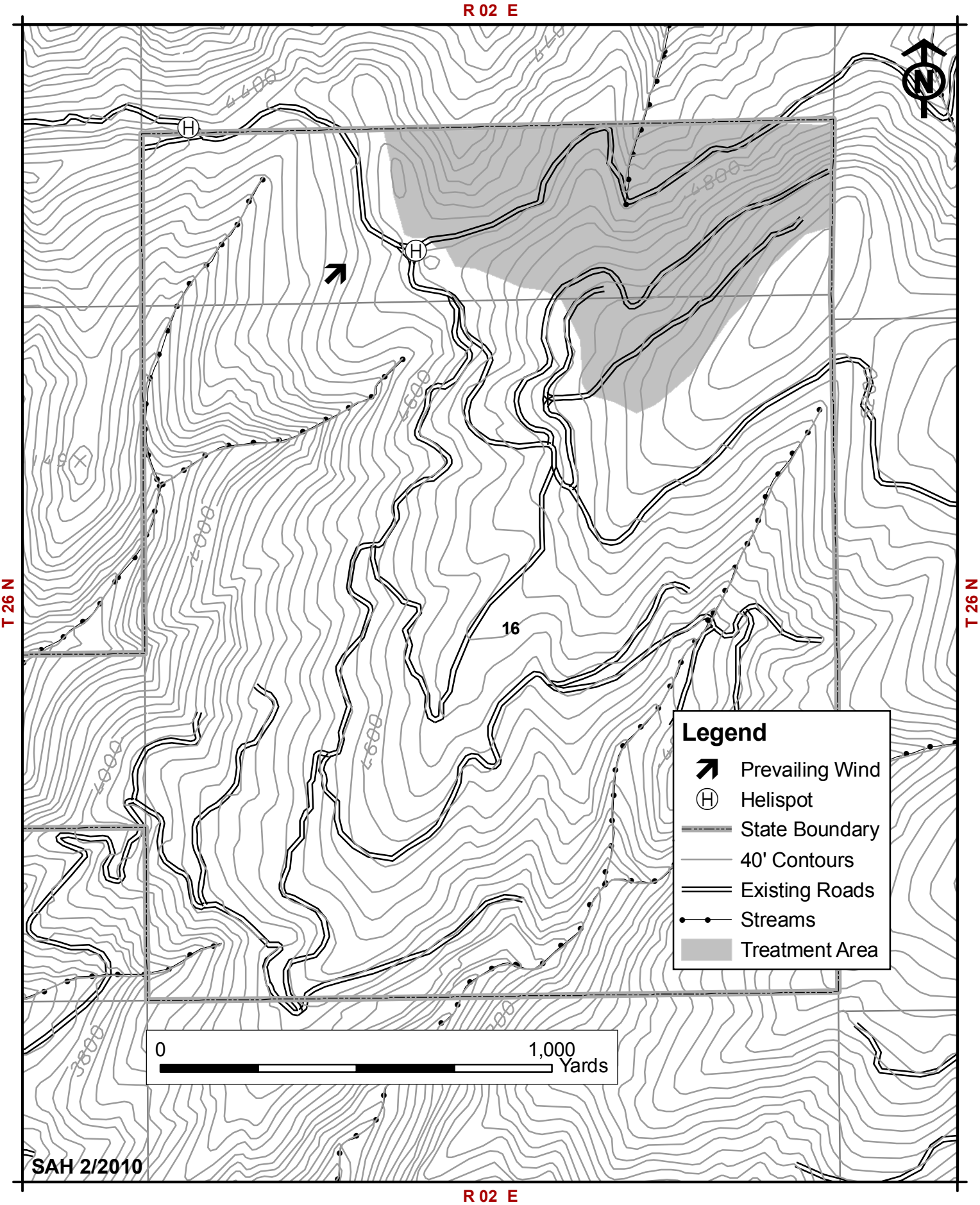
Contract No
50-214-500367



50-367-104-10
PAY FY 11 Herbicide

John Day Unit
T. 26 N., R. 2 E.
section(s) 9, 16

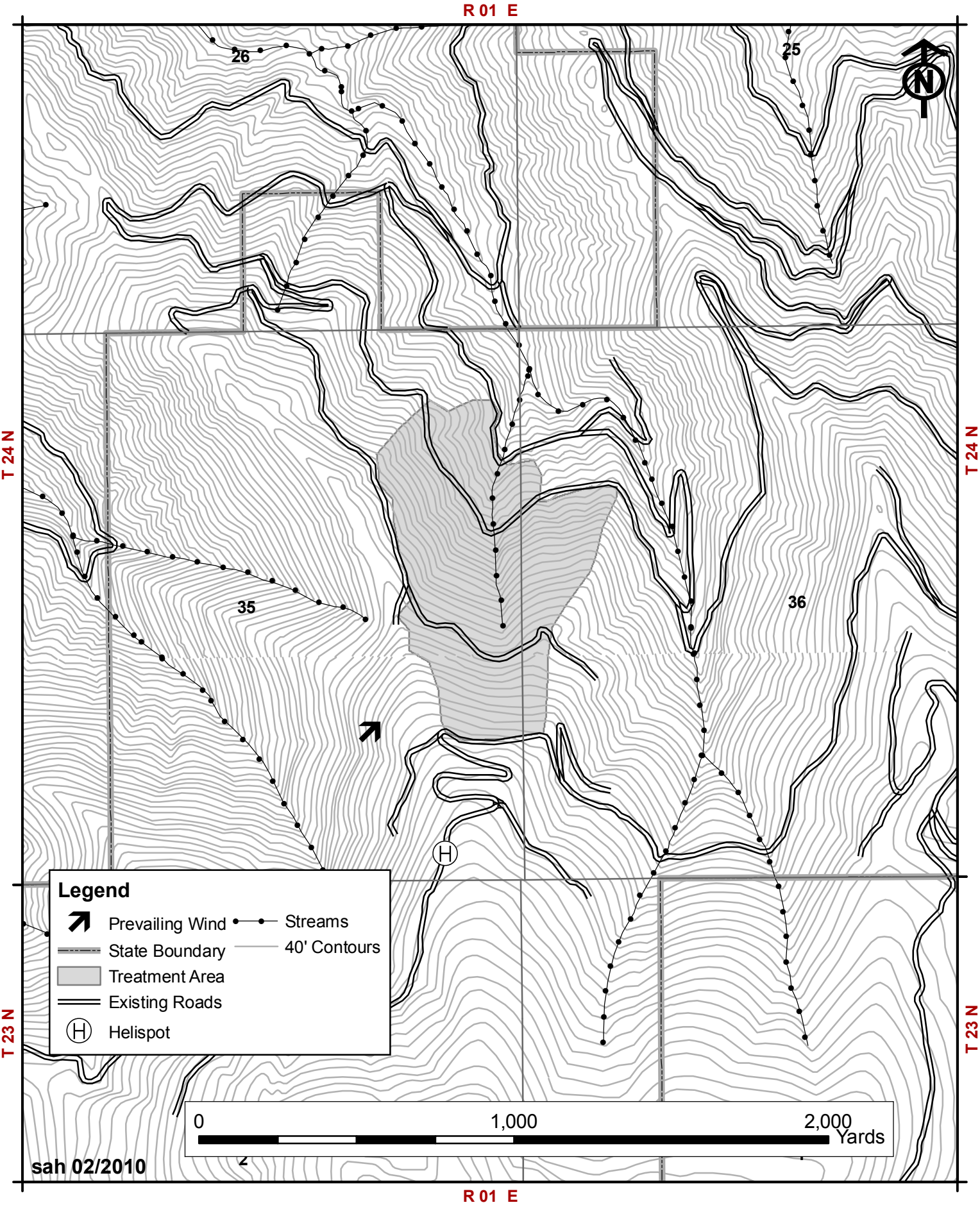
Contract No.
50-213-500367



50-367-104-10
PAY FY 11 Herbicide

West Hailey Unit
T. 24 N., R. 1 E.
section(s) 35, 36

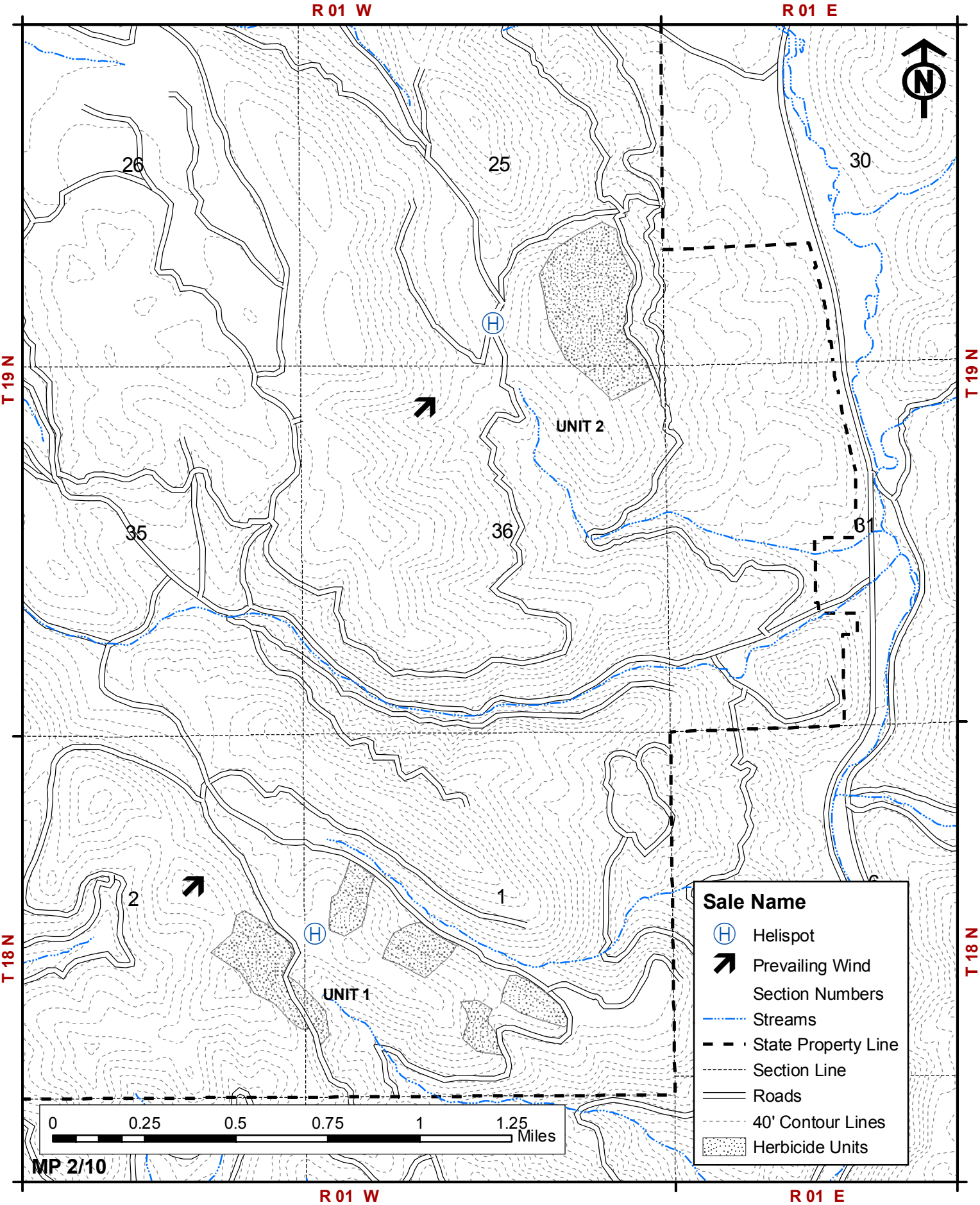
Contract No.
50-214-500367



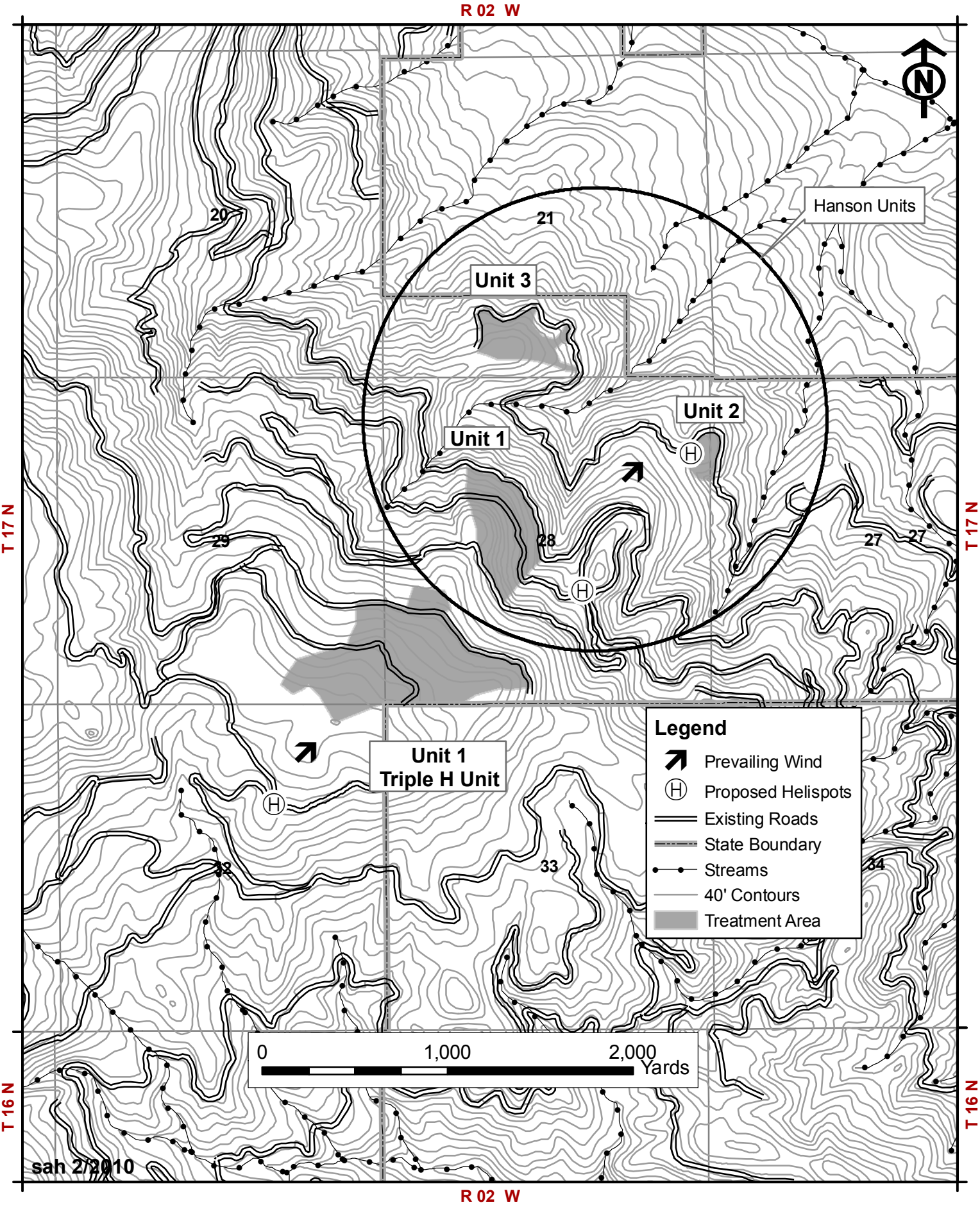
50-367-104-10
PAY FY11 Herbicide

Pick Sticks Units
T18N & T19N, R1W
section(s) 1, 2, 25, 36

Contract No
50-214-500367



50-367-104-10
PAY FY 11 Herbicide

Hanson and Triple H Units
T. 17 N., R. 2 W.
section(s) 21,27,28,29,32

Contract No
50-214-500367