STATE OF IDAHO
DEPARTMENT OF LANDS
REQUEST FOR QUOTATIONS

SITE PREPARATION/EXCAVATOR PILING CONTRACT

Contract 11-205-300484

SOLICITATIONS CLOSE **3 PM MST on July 23, 2010**

The purpose of this Request for Quotations (RFQ) package is to solicit sealed quotes for the efficient completion of the excavator slash piling 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. 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. July 23, 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:	10-205-300484 Site Preparation/Excavator Piling Contract
RFQ Close:	July 23, 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. 11-205-300484
SITE PREPARATION/EXCAVATOR PILING CONTRACT

SUPERVISORY AREA	PROJECT NAME AND NUMBER	NUMBER OF UNITS	PRICE PER UNIT	TOTAL EXTENDED AMOUNT
St. Joe 11-205-300484	Little Elk FM# 30-484-600-06	31 Acres	$	$

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 UNIT** 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 Name _____

Mailing Address _____

_____

Contractors Signature _____

Title _____

Contractor's Email _____

Contractor's Phone _____

Taxpayer ID # _____

Signed by _____
Please Print Name

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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

SITE PREPARATION/EXCAVATOR PILING CONTRACT

CONTRACT NO. 11-205-300484

STATE OF IDAHO
DEPARTMENT OF LANDS

SITE PREPARATION/EXCAVATOR PILING CONTRACT
CONTRACT NO. 11-205-300484

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SCHEDULE A……Attachment 1

PROJECT DESCRIPTION AND MAPS……Attached

STATE OF IDAHO
DEPARTMENT OF LANDS

SITE PREP/EXCAVATOR PILING CONTRACT
CONTRACT NO. 11-205-300484

DIVISION A - GENERAL

1. DEFINITIONS AND TERMS
   a. Attachments: The attached project descriptions, maps, and other labeled references are a part of this contract, and any special terms therein are binding upon all parties.

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

   c. Contract Supervisor: The designated Idaho Department of Lands representative who will provide on-the-ground administration of the contract and attached described project work.

   d. Contractor's Representative: The Contractor's representative, authorized in writing to act on the Contractor's behalf, and to be present on the area at nearly all times. This person must be able to speak English fluently for satisfactory communication with the Contract Supervisor.

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

   f. Class II Stream: Headwater streams or minor drainages, which have definite beds and banks to them. A minimum slope distance of 30 feet on each side of the ordinary high water mark will be considered as stream protection zones.

   g. Debris: Any shrub, log, limb, treetop, loose stump or root, or part(s) thereof not specifically reserved with a band of paint.

   h. Nonworkable Sites: Areas with exposed rock, excessively steep slopes, riparian zones, or other hazards making the use of machinery impossible.

   i. Parcel: Any contiguous area five (5) acres or larger.

   j. Reproduction: Naturally occurring trees under five feet (5') in height and one-quarter inch (1/4") in diameter breast height (dbh).

   k. Scarification: Deliberate scouring, beading, or churning of the duff layer or topsoil to expose the mineral surface.

   l. Seed Tree: An individual tree, identified with a band of paint, to be protected for the purpose of disseminating seed to regenerate the site through natural means.

   m. Slash: Debris created on the contract area by previous timber harvesting or precommercial thinning operations or in the course of site preparation operations.

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 other wise 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 be able 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
To guarantee full and faithful compliance with the terms and conditions of the contract, a performance bond in the amount of ten percent (10%) of the total contract price will be required on all contracts with a total contract value of $10,000 or more. The performance bond will be held until all project work has been satisfactorily completed and the affidavit of compliance has been received.

The performance bond will be in the form of cash, by certified check, or money order made payable to the Treasurer, State of Idaho. The performance bond 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.

26. ITEMS TO BE FURNISHED BY THE CONTRACTOR
    a. All labor, equipment, supervision, transportation, and incidentals necessary to complete the contract.

    b. All safety equipment required by current laws and regulations including, but not limited to, hard hats and excavator cab enclosure necessary for contract completion.

    c. The Contractor will designate a Contractor's Representative who has the authority to act on the Contractor's behalf at all times.

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, timber sale maps of the contract area, and one copy of aerial photographs which shall be returned once contract work has been completed.

    c. 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 description(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).

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
Compliance and payment for work performed will be based on the following:

a. Acceptance of contract work shall be determined by the Contract Supervisor by a walk-through of each unit to ensure that all project objectives and contract requirements and specifications have been met.

b. If work on a unit or part thereof fails to meet contract specifications, the Contractor will be required to bring the parcel up to contract specifications before payment is made.

c. If the original inspection results are unacceptable to the Contractor on either a completed or partially completed unit, one reinspection may be requested in writing. The Contract Supervisor and the Contractor's Representative shall together revisit the unit to determine satisfactory compliance with project objectives and contract specifications as per Division B, paragraphs 2 and 3. The results of the second inspection will be used in determining payment. If the second inspection results do not meet contract specifications, the Contractor shall pay for the cost of the reinspection.

d. Payment shall be made as per the attached project description after each unit is declared satisfactorily completed by the Contract Supervisor, including all modifications. In the event this project is not completed and the State elects to terminate this contract as per Division A, paragraph 9, item c., the percentage of the project satisfactorily completed will be determined by the State and the cost of such determination deducted from the Contractor's payment or from the Contractor's performance bond.

36. WORK PROGRESS AND CONTRACT PERFORMANCE
a. Before starting work, the Contractor shall contact the respective supervisory area in which the project(s) is located to discuss the contract terms, work performance requirements, and tentative work schedule. **Participation at this meeting is required**.

b. The Contractor shall begin work in areas specified by the Contract Supervisor at the prework conference. Each area must be satisfactorily completed before work in another area may be started.

c. The State may terminate this contract, in whole or in part, 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 shall be forfeited as liquidated damages if the State elects to terminate this contract under the provisions stated under Division A, paragraph 9, item c.

DIVISION B - TECHNICAL SPECIFICATIONS

1. LOCATIONS AND ACREAGE DETERMINATION

a. The unit boundaries, other than for easily identified ground features, have been marked with paint and/or flagging as described in the attached project description(s).

b. Project map(s) showing the site preparation units is attached to each project description and is a part of this contract. Project acreage, as indicated in the project description(s), was measured in the horizontal plane. Pockets of reproduction or otherwise stocked areas have been deducted from the gross acreage and are designated on the project map(s).

c. 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) or project(s) in question. If the traversed acreage is within 105 percent of the contract acreage, the Contractor will pay for the cost of the traverse. If the traversed acreage exceeds 105 percent of the contract acreage, the Contractor will be paid on the basis of the traversed acreage, and there will be no charge for the traverse.

2. EQUIPMENT TO BE USED

All equipment shall be in good operating and mechanical condition and operated in a proper and safe manner. The Contractor shall use equipment meeting the following specifications:

a. The equipment must be a track-mounted excavator with a maximum width of 120 inches as determined by the Contract Supervisor or as specified in the project description(s). The excavator must have a minimum reach of 18 feet from the center pin. Excavators with a horsepower rating of 130 or greater must have prior approval from the Contract Supervisor.

b. It must have a grapple, bucket and thumb, brush rake or a combination of both. It must be capable of piling slash 10 feet in height from the ground. The grapple must be capable of grasping slash one (1) inch to 24 inches in diameter. Grapple must be able to support the weight of the machine in order that it may lift the machine off stumps and rocks and to assist in maneuvering on steep slopes.

c. The machine must have screening or guards to protect the operator and the cab from falling material.

d. Equipment must be capable of operating on slopes up to forty-five percent (45%).

All equipment must be approved by the contract supervisor prior to start of operations.

3. PILING REQUIREMENTS

The slash and debris shall be gathered and placed into windrows or piles, except for scattered pieces of wood and isolated pieces of slash which shall be left on each acre to provide shade and habitat for young trees. The size of materials to be piled and the dimensions and placements of the windrows or piles are as follows:

a. All brush as described in the project description will be piled into windrows.

b. Windrow/pile height will be emphasized over width because high well-compacted piles ignite readily and clean up efficiently. Pile guideline: a ratio of two vertical feet (2') to three horizontal feet (3') will result in optimum burning; e.g., a pile six feet (6') high can be nine feet (9') wide.

c. Windrows/piles shall be interrupted every 150 feet by a 20-foot break. Windrow/pile height requirements will be the same as individual pile requirements.

d. Windrows/piles must be compacted and reasonably free of dirt to permit burning. No large stumps shall be placed in piles. Compacting piles may require placing grapple on pile and applying down pressure. Dirty or marginally compacted windrows/piles will not be accepted and repiling will be required.

e. The minimum distances between windrows/piles and area boundaries, main access roads, and adjacent unworked areas such as leave trees and shelterwood areas shall be no closer than 25 feet from unit boundaries and 25 feet from system roads and designated unworked areas. The Contract Supervisor may reduce these.

f. In narrow units or work areas (less than 100 feet wide), windrows/piles shall be located as near the center and/or as far from leave trees as practical.

g. All standing timber shall be retained in an undamaged condition unless stated otherwise in the project description. Material pushed outside the unit boundaries during piling shall be returned to the unit piled or scattered to break up concentrations.

h. Windrowing/piling in intermittent, seasonal, or annual streams or excessively wet areas is strictly prohibited. The Contract Supervisor may approve crossing of these areas. The Contractor will not operate any equipment within 30 feet of any live stream, and no slash piles will be permitted within 35 feet of a Class II stream.

i. Scattered unpiled pieces of wood material. Leave a minimum of 75 but not to exceed 125 pieces of scattered, unpiled, large, woody material on each acre. At least fifty percent (50%) of these pieces, when available, shall be over four inches (4") in diameter at the large end. Unsound, decomposing pieces are preferred over sound pieces. In areas devoid of large diameter material, it will be necessary to leave pole or rail-size material on the site. In order to avoid travelling over previously piled ground and excessive maneuvering; it will be acceptable to leave isolated areas of slash and debris. This will also apply to areas where there is not enough slash to make an acceptable windrow/pile.

j. Roads: Areas identified as roads shall be kept clear of Contractor created slash piles from the cut bank to the downhill edge of the fill. Windrows/piles will not be permitted on road surfaces.

k. Existing Facilities: Any existing facility such as water bars, culverts, or drainage ditches that are damaged as a result of the contractor's action shall be replaced at no cost to the State or Idaho Department of Lands.

4. INSPECTION METHOD
   Piles and windrows will be evaluated for their size, compaction, containment of non-burnable materials, and overall capacity to ignite readily and burn efficiently.

5. NONWORKABLE SITES
   All area(s) within project unit boundaries will be treated except all nonworkable sites, as defined in the attached project description. Such area(s) will be flagged on the ground prior to work on that segment of the general work area.

6. 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. 11-205-300484
ST. JOE AREA FM CONTRACT
PROJECT DESCRIPTION

PROJECT NAME: Little Elk

PROJECT NUMBER: 30-484-600-06

SUPERVISORY AREA: St. Joe Supervisory Area

PROJECT ACRES: 31 acres

LOCATION:

The project area is located approximately four air miles south of Clarkia, Idaho.

AREA HISTORY:

The project area was harvested as a seedtree in 2009.

TREATMENT TYPE:

This project consists of unit piling using a track-mounted excavator. Work may occur on slopes up to forty-five percent (45%). Excavators and operators must be capable of operating **off-road** on steep slopes.

REQUIREMENTS:

UNIT PILING:

Residual wood material over four feet (4') in length and one inch (1") diameter at the large end will be piled. Leave a minimum of seventy-five (75) but not more than one hundred twenty-five (125) pieces of scattered, large woody material unpiled on each acre if available. At least fifty percent (50%) of these pieces shall be over four inches (4") in diameter at the small end. Unsound, decomposing pieces are preferred over sound pieces. In areas devoid of large diameter material, it will be necessary to leave pole or rail size material on the site. No piles will be allowed within thirty-five feet (35') of any Class ll streams. No piles will be allowed within 20 feet (20') of reserve trees as designated by the State (contract supervisor).

WEATHER/SOIL CONDITIONS:

Work will not occur during periods where excessive rutting or soil damage may occur as designated by the State (contract supervisor).

CONTRACT PERIOD:

Work may commence after the contractor has received a signed copy of the contract and has had a pre-work conference with the contract supervisor. PROJECT WORK MUST BE COMPLETED BY OCTOBER 31, 2010. The contract will terminate on November 26, 2010.

CONTRACT PAYMENT:

Payment will be made upon satisfactory completion of all required work on the entire project. Payment will be made at the rate(s) set forth in Schedule A attached hereto.

INFORMATION:

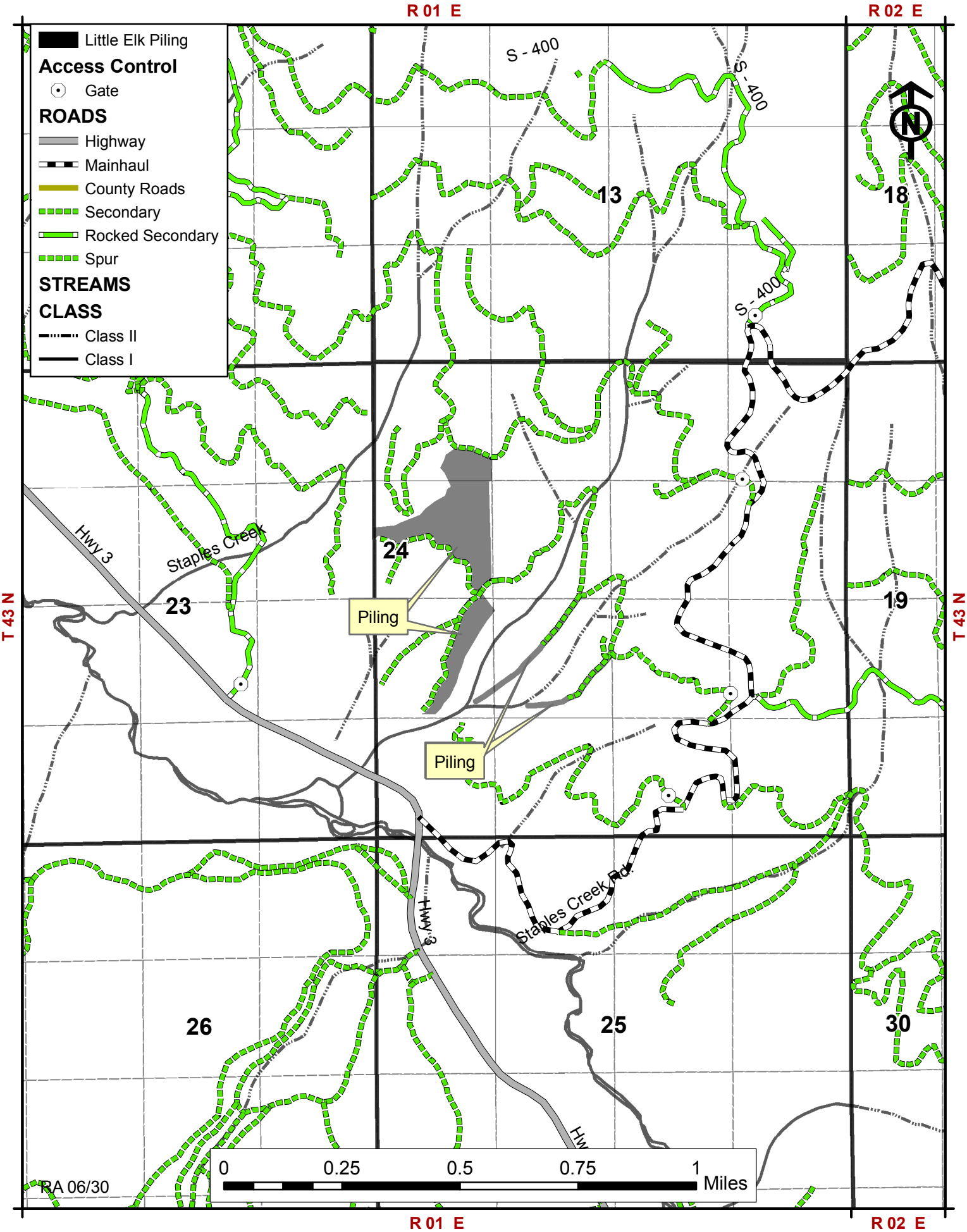
Further information may be obtained by contacting:

Idaho Dept of Lands-St. Joe Supervisory Area
1806 Main Avenue
Saint Maries, Idaho 83861
Area Contact:
Rick Arcano, Lands Resource Specialist-Senior, Forestry
Phone: 208-245-4551 Fax: 208-245-4867

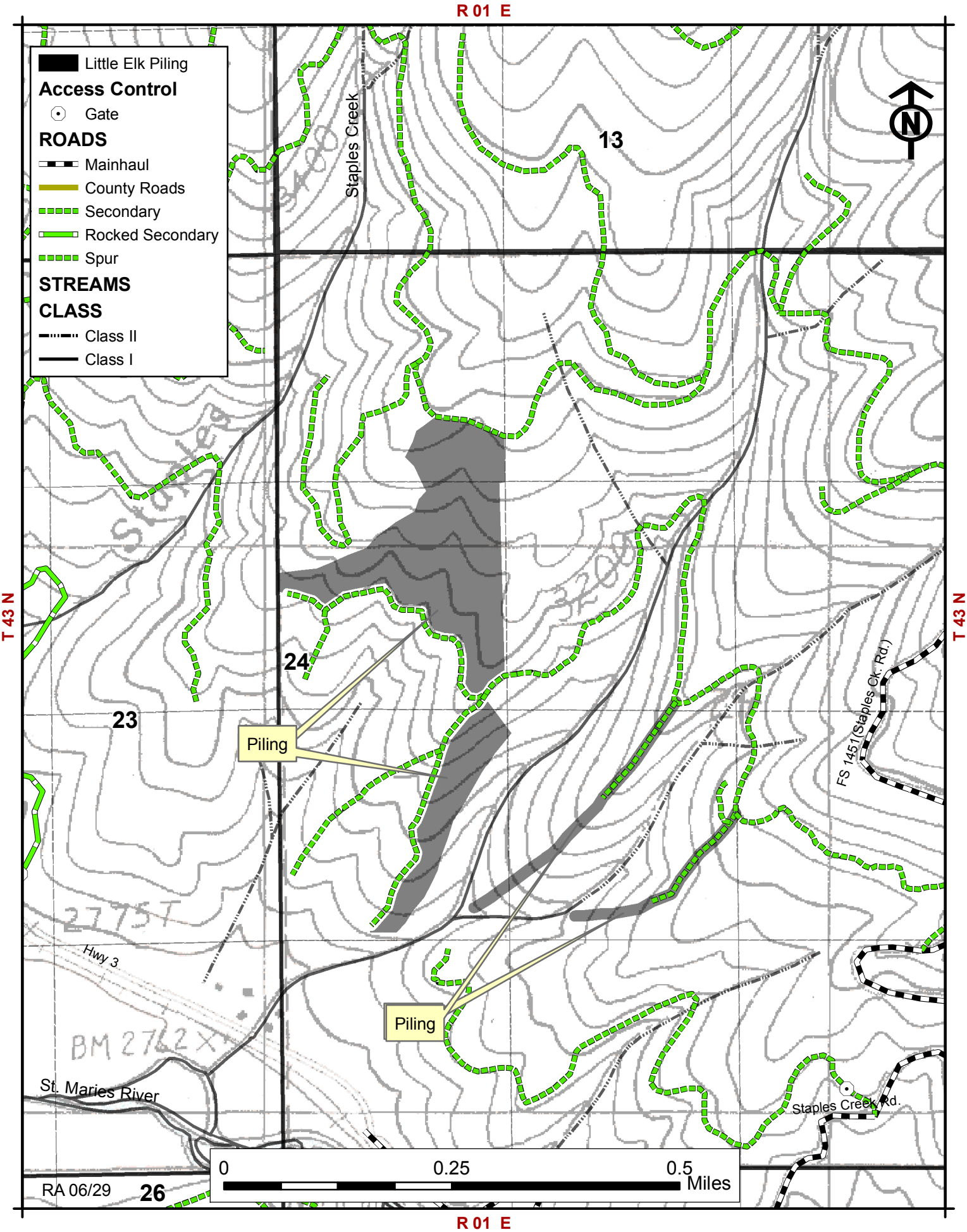
FM#30-484-600-10
Little Elk

Vicinity Map
Legal Description

Contract No. 11-205-300484
Exhibit A



FM#30-484-600-10
Little Elk

Project Map
Legal Description

Contract No. 11-205-300484
Exhibit A