

**STATE OF IDAHO**  
**DEPARTMENT OF LANDS**



**EXCAVATOR & DOZER PILING 2020**  
**INVITATION TO BID NO. 21-205**  
**DUE BEFORE 3:00:00 PM PT ON MARCH 10, 2020**

IDAHO DEPARTMENT OF LANDS  
EXCAVATOR & DOZER PILING 2020  
INVITATION TO BID NO. 21-205

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**STATE OF IDAHO  
DEPARTMENT OF LANDS  
INVITATION TO BID 21-205**

**EXCAVATOR & DOZER PILING**

**RESPONSES DUE BEFORE 3:00:00 PM PT ON MARCH 10, 2020**

The purpose of this Invitation to Bid (ITB) package is to solicit sealed bids for the efficient completion of the EXCAVATOR & DOZER PILING work outlined in the attached project descriptions and contract documents.

**PRE-BID MEETING:**

This Invitation to Bid is time sensitive and does not involve a pre-bid meeting. It is to your benefit to immediately review the document and ask questions (if any) as soon as possible.

**QUESTIONS:**

**All questions related to this Invitation to Bid shall be directed to Sherry Groeschl at [sgroeschl@idl.idaho.gov](mailto:sgroeschl@idl.idaho.gov)** utilizing the "Bidder Questions" attachment, which has been provided as a separate electronic document with the solicitation (an example of this attachment can be found on pgs 67-68 of this document). Inquiries shall be in writing and shall reference the appropriate section and paragraph number. Verbal questions will not be accepted. The deadline for receiving questions is **5:00 P.M., PT, on February 21, 2020**. Only questions answered by written amendment are binding. Oral interpretations have no legal effect. Unofficial communication streams are not binding and at the Contractor's own risk. Responses to questions received will be posted as an addendum on the IDL website at [www.idl.idaho.gov](http://www.idl.idaho.gov).

**INSTRUCTIONS:**

The submitting Vendor agrees that its Bid, Quotation or Proposal shall be good and may not be withdrawn for a period of ninety (90) days after the scheduled closing date, unless otherwise identified in the Solicitation. No Bid, Quotation or Proposal will be accepted if marked "price prevailing at time of delivery," "estimated prices," "actual costs to be billed," or similar phrases. After the date and time of closing, no price change will be allowed, unless otherwise stated in the Solicitation. All Bids, Quotations and Proposals must be in U.S. Dollars.

All bids must be entered on the attached Schedule A-1 (pg. 27) and/or Schedule A-2 (pg. 52). Bidders must provide pricing by area. A bidder can submit prices for any combination of the stated areas. However, to be considered for evaluation for the areas listed on Schedule A-2, the vendor must complete all fields for the corresponding area(s) it wishes to be considered for. Bids may be entered electronically in the excel version of each Schedule A. Simply enter the PRICE PER UNIT and the corresponding Excel sheet will calculate the TOTAL EXTENDED AMOUNT. Then print and sign the form(s) OR print the blank form(s) and enter bids by hand, sign and submit. The signed Schedule A(s) shall be returned to either the Email or physical address listed below. The right is reserved to accept bids on each area separately, as a whole, or any combination thereof – based on the qualified bidder submitting the lowest responsive responsible bid. IDL reserves the right to accept any portion of a bid or to award multiple contracts if in its best interest. 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.

**ITB DEADLINE AND DELIVERY REQUIREMENTS:**

Sealed bids must be received by the Idaho Department of Lands at 3284 West Industrial Loop, Coeur d'Alene Idaho 83815 **before 3:00:00 PM PT on March 10, 2020**. The Department of Lands is not responsible for lost or undelivered bids or for failure of the United States Postal Service or any mail courier service to deliver bids to the Idaho Department of Lands by the bid deadline. The Idaho Department of Lands assumes no responsibility for failure of any electronic submission process, including any computer or other equipment to deliver all or a portion of the Bid at the time, or to the location, required by the Solicitation. The date and time of electronically received bids, to the Idaho Department of Lands email address listed below, will be used to determine if electronically submitted bids were received by the due date and time specified. **Late bids will not be accepted. Fax bids will not be accepted.**

Delivery Address:

Idaho Department of Lands  
ATTN: Sherry Groeschl, Senior Buyer  
3284 West Industrial Loop  
Coeur d'Alene ID 83815

**OR**

[PurchasingITB@idl.idaho.gov](mailto:PurchasingITB@idl.idaho.gov)

A bid submitted using "Express/Overnight" services must be shipped in a separate sealed inner envelope identified as

stated below and enclosed inside the "Express/Overnight" shipping envelope.

Mailed bids are to be mailed in a sealed envelope and are to be marked in the lower left hand corner with the following information:

Sealed Bid For:	ITB 21-205 – Excavator & Dozer Piling
Responses due:	Before 3:00:00 PM PT on 3/10/20

Emailed bids are to be marked in the subject line with the following information:

Sealed Bid For:	ITB 21-205 – Excavator & Dozer Piling - DUE 3 PM PT on 3/10/20
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#### **PUBLIC BID OPENING**

There will be a public bid opening at the Idaho Department of Lands at 3284 West Industrial Loop, Coeur d'Alene ID 83815 at **3:15:00 P.M. (PT) on 3/10/20**. Participants may attend via IDL's phone conferencing solution by calling 208-769-1525 and asking to be transferred to **Meet Me Extension 5058**.



## **IDAHO DEPARTMENT OF LANDS**

### **STANDARD INFORMATION**

#### **ADDENDA**

It will be the respondent's responsibility to check for any addenda prior to submitting a bid. 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 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 bid.

#### **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 bids are considerably below Department estimates and the other bids. 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 74-101 through 74-126, 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). Contact the Idaho Industrial Commission with any Worker's Compensation questions.

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

### **PREFERENCES**

Section 67-2349, Idaho Code, requires application of a preference in determining which contractor submitted the lowest responsible bid. If the contractor who submitted the lowest bid 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 bid a significant Idaho economic presence as defined herein. A significant Idaho economic presence shall consist of the following: (a) That the contractor maintains 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 BIDS AND CANCELLATION OF BID SOLICITATION**

Prior to the issuance of a contract, the State shall have the right to accept or reject all or any part of a bid when: (i) it is in the best interests of the State of Idaho; (ii) the bid does not meet the minimum bid specifications; (iii) the bid is not the lowest responsible bid; (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 specifications, as determined by the State (minor deviations, as determined by the State, may be accepted as substantially meeting the bid 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 bids or to cancel a solicitation or invitation to bid. 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 bids are deemed unreasonable or sufficient funds are not available; (vi) bids 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 value of \$100,000 or less, the State will email all respondents within five (5) business days following the solicitation closure of its intent to award a contract(s) and the party(ies) to whom the contract(s) will be awarded and will then email a contract award to the successful respondent(s).

For contracts with a total value of more than \$100,000, the State will notify all respondents within five (5) business 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, if no appeals are 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 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.

## SCHEDULE OF EVENTS

Invitation to Bid Release	February 11, 2020
Pre-bid Meeting -	No Pre-Bid Meeting
Deadline for Receipt of Written Inquiries	Before 5:00 PM PT on February 21, 2020
Bid Due Date	Before 3:00 PM PT on March 10, 2020
Anticipated Intent to Award Date	March 16, 2020
Anticipated Contract Award Date	March 24, 2020

**STATE OF IDAHO  
DEPARTMENT OF LANDS**



**EXCAVATOR & DOZER PILING 2020  
CONTRACT NO. (TO BE DETERMINED)  
(CONTRACTOR NAME)**

STATE OF IDAHO  
DEPARTMENT OF LANDS

EXCAVATOR/DOZER PILING 2020  
CONTRACT NO. (TO BE DETERMINED)

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**STATE OF IDAHO  
DEPARTMENT OF LANDS**

**EXCAVATOR/DOZER PILING 2020  
CONTRACT NO. (TO BE DETERMINED)**

THIS CONTRACT is by and between the STATE OF IDAHO, acting through the DEPARTMENT OF LANDS on behalf of the Idaho State Board of Land Commissioners, hereafter referred to as the "STATE," and \_\_\_\_\_, hereafter referred to as the "CONTRACTOR."

1. DEFINITIONS AND TERMS

- a. Attachments: The attached project description(s), work supplement(s), work agreement(s), exhibit(s), map(s), and other labeled references are a part of this contract and any special terms therein are binding upon all parties.
- b. Contract: This duly executed written agreement between Idaho Department of Lands (IDL) and the Contractor resulting from the solicitation, which shall include these Terms and Conditions, the Statement of Work, the Cost Proposal, and all attachments thereto.
- c. Contracting Officer: The IDL employee with the authority to enter into, administer, modify, and/or terminate this contract, and make related determinations and findings. The Contracting Officer is responsible for handling the contractual relationship with the contractor.
- d. Contracting Officer Representative (COR): The designated Department of Lands representative, *also referred to as the Forester-in-Charge (FIC)*, who will provide daily technical oversight to the contractor and ensure the contractor performs according to the Scope of Work. The COR cannot modify the stated terms of the contract unilaterally or direct the contractor to perform work not specified in the contract. Only the Contracting Officer and the Contractor can do so bilaterally.
- e. Contractor: The individual or business who has been awarded this Agreement to furnish goods or services for a certain price.
- f. 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 Contracting Officer Representative.
- g. Crew: May be one or more individuals performing work under this contract.
- h. Forester-in-Charge (FIC): The designated Department of Lands representative, *also referred to as the Contracting Officer Representative (COR)*, who will provide daily technical oversight to the contractor and ensure the contractor performs according to the Scope of Work. The FIC cannot modify the stated terms of the contract unilaterally or direct the contractor to perform work not specified in the contract. Only the Contracting Officer and the Contractor can do so bilaterally.
- i. Idaho State Department of Lands (IDL): Acceptable and legal reference to the Idaho Department of Lands for the purposes of this contract.
- j. Pre-work Conference: The meeting between the COR and Contractor about specifics of the contract administration.
- k. Property: Goods, services, parts, supplies and equipment, both tangible and intangible, including, but not exclusively, designs, plans, programs, systems, techniques and any rights and interest in such property.
- l. Procurement Manager or Purchasing Agent: The Contracting Officer for IDL.

- m. Scope of Work: Detailed outline of the location, project description, timeline, and deliverables.
- n. Services: Includes services performed, workmanship, and materials furnished or utilized in the performance of services, including any deliverables.
- o. State of Idaho Board of Land Commissioners or Land Board: The State Board of Land Commissioners (Land Board) is comprised of Idaho's Governor, Secretary of State, Attorney General, Superintendent of Public Instruction, and State Controller. The Land Board serve as the trustees for more than 2.4 million acres of state endowment trust lands in Idaho, with the IDL acting as the administrative arm of the Board, carrying out the executive directives necessary to meet the mandated Constitutional charge codified in Article IX Section 8 of the Idaho Constitution. The Land Board also oversees the work of the IDL in its regulatory and assistance duties, and in managing Idaho's public trust lands.
- p. Unit: A distinct area designated on the ground with specified boundaries. For purposes of this Contract, the unit(s) are found in the project description(s) and are shown on the project maps.

## 2. REPRESENTATIONS AND WARRANTIES OF THE CONTRACTOR

In order to induce the State to execute this Contract and recognizing that the State is relying thereon, the Contractor, by executing this Contract, makes the following express representations to the State:

2.1 The Contractor is fully qualified to act as the Contractor and shall maintain any and all licenses, permits, or other authorizations necessary to perform as the Contractor.

2.2 The Contractor has become familiar with the project sites and the local conditions under which the Contract is to be performed particularly in correlation to the requirements of the Contract.

2.3 The Contractor has received, reviewed, compared, studied and carefully examined all of the documents which make up the Contract documents, including maps and specifications, and any addenda, and has found them in all respects to be complete, accurate, adequate, consistent, coordinated and sufficient to perform the Scope of Work. Such review, comparison, study and examination shall be a warranty that the Contractor believes that the documents are complete and as described except as reported.

2.4 The Contractor warrants that the period of performance is a reasonable period for performing the Work.

2.5 The Contractor warrants to the State that all labor furnished shall be competent to perform the tasks undertaken; materials and equipment furnished under the Contract will be new and of high quality unless otherwise required or permitted by the Contract documents; that the Work will be complete, of high quality and free from defects not inherent in the quality required or permitted; and that the Work will strictly conform to the requirements of the contract documents. Any Work not strictly conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse by the State or its representatives, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the State, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty shall survive the completion of the Contract and final payment to the Contractor.

## 3. 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 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, 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 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. The State does not assume liability as an employer.

4. 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 shall comply with pertinent amendments to such laws made during the term of the Contract and with all federal and state rules and regulations implementing such laws. 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.

5. 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.

6. REGISTRATION WITH SECRETARY OF STATE AND SERVICE OF PROCESS

a. Contractor must independently verify whether it is required by Idaho law to register its business entity or assumed business name with the Idaho Secretary of State and, if required to do so, must remain in good standing during the term of this Contract.

b. Regardless of its registration with the Idaho Secretary of State, and in addition to any methods of service allowed by Idaho law, Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested, at its last known address. Contractor must notify the State in writing of any change of address to which service of process can be made. Service shall be completed upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor shall have thirty calendar days after completion of service in which to respond.

7. 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.

8. 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.

9. TAXES

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

10. AFFIDAVIT OF COMPLIANCE

The Contractor, upon completion of the project work, must furnish the State with a notarized affidavit (See Exhibit A) 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 under this Contract are relinquished, pending payment for services rendered.

11. 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.

12. SAVE HARMLESS

The Contractor shall protect, indemnify, and save the State harmless from and against any damage, cost, or liability including reasonable attorney's fees for any or all injuries to persons, property or claims for damages arising from any acts or omissions of the Contractor, its employees, or subcontractors.

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

It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of the State 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.

14. 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.

## 15. INSURANCE

- a. The Contractor shall obtain and retain in force for the duration of this Contract, the following forms of insurance written by an insurance company having a Best's rating of AV or better and be licensed and admitted in Idaho. The Contractor shall furnish the State with a certificate of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. All certificates shall provide for written notice to the State upon cancellation or material change of any insurance referred to therein. All policies shall be endorsed to include the State of Idaho, its departments, agents, officials, and employees as additional insureds and shall protect the Contractor and the State from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under this Contract whether such operations be by the Contractor, his employees, subcontractors, agents, or guests. All policies shall contain waiver of subrogation coverage or endorsements. Failure of the State to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of the State to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Failure to maintain the required insurance may result in termination of this Contract. The Contractor shall provide certified copies of all insurance policies required within ten (10) days if requested by the State.

### (1) Commercial General Liability Insurance

Contractor shall maintain commercial general liability insurance with a combined single limit of not less than \$1,000,000 each occurrence. The commercial general liability shall be written on an International Organization of Standardization (ISO) occurrence form or a substitute form approved by the Contracting Officer and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract.

### (2) Automobile Insurance

The Contractor shall maintain automobile liability insurance which shall provide a minimum \$1,000,000 combined single limit per occurrence and shall include coverage for owned, non-owned, and hired automobiles.

### (3) Workers Compensation

The Contractor shall maintain worker's compensation insurance in amounts as required by statute in all states in which the Contractor performs work, and employer's liability insurance with a limit of \$100,000 Bodily Injury by Accident each Accident; \$100,000 Bodily Injury by Disease – each employee; and \$500,000 Bodily Injury by Disease – Policy Limit.

- b. By requiring insurance herein, the State does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to the State in this Contract.
- c. The Contractor shall require all subcontractors utilized in performance of this Contract to provide certificates of insurance to the State evidencing insurance coverage with the required additional insured endorsements as set forth in the preceding paragraphs.

## 16. ASSIGNMENTS

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

17. APPOINTMENT OF REPRESENTATIVES

The State shall, at any given time, designate a COR of the operation. The Contractor shall designate an individual, in writing, who shall be responsible for proper compliance with all Contract provisions which apply to the operation and who will be available on the site at all reasonable times for consultation with the COR.

18. PROHIBITED CONTRACTS

No member of the legislature or officer or employee of any branch of the state government shall directly themselves, 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, if made by, through or on behalf of the department in which they are an officer or employee or if made by, through or on behalf of any other department unless the same are made after competitive bids. (Idaho Code Section 67-9230(2)).

19. GOVERNING LAW

This Contract shall be construed in accordance with, and governed by the laws of the State of Idaho. Any action to enforce the provisions of this Contract shall be brought in State district court in Ada County, Boise Idaho. In the event any term of the Contract is held to be invalid or unenforceable by a court, the remaining terms of this Contract will remain in force.

20. SAFETY INFORMATION

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

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.

21. 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.

22. OWNERSHIP

All information furnished to the Contractor for its use pursuant to this Contract shall belong to the State and shall be returned to the State in good order upon completion of the Contract or upon the State's request. All documents, reports, and any other data developed by the Contractor for the State in the performance of this Contract shall become the property of the IDL. The State shall retain exclusive rights of ownership to all work produced by the Contractor under this Contract.

23. 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 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.

24. 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.

25. ENTIRE AGREEMENT

This Contract, with the State's Invitation to Bid, 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.

26. CONTRACT TERMINATION

a. TERMINATION FOR CAUSE WITH NOTICE:

1. The occurrence of any of the following events shall be an Event of Default under this Contract:
  - a. A material breach of any term or condition of this Contract; or
  - b. Any representation or warranty by Contractor in response to the Solicitation or in this Contract proves to be untrue or materially misleading; or
  - c. Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
  - d. Any default specified in another section of this Contract.
2. The State may terminate the Contract (or any order issued pursuant to the Contract) when the Contractor has been provided written notice of default or non-compliance and has failed to cure the default or non-compliance within a reasonable time, not to exceed thirty (30) calendar days. If the Contract is terminated for default or non-compliance, the Contractor will be responsible for any costs resulting from State's placement of a new Contract and any damages incurred by the State, as a result of the default. The State, upon termination for default or non-compliance, reserves the right to take any legal action it may deem necessary including, without limitation, offset of damages against payment due.
3. Upon written notice of default, Contractor shall be in breach of its obligations under this Contract and the State shall have the right to exercise any or all of the following remedies:

- a. Exercise any remedy provided by law or equity;
- b. Terminate this Contract and any related Contracts or portions thereof;
- c. Impose liquidated damages as provided in this Contract;
- d. Suspend Contractor from receiving future bid solicitations;
- e. Suspend Contractor's performance;
- f. Withhold payment until the default is remedied.

b. TERMINATION FOR CAUSE WITHOUT NOTICE

The State shall not be required to provide advance written notice or a cure period and may immediately terminate this Contract in whole or in part for an Event of Default if the State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Contract.

c. TERMINATION FOR CONVENIENCE

1. The State may terminate this Contract for its convenience in whole or in part, if the State determines it is in the State's best interest to do so.
2. After receipt of a notice of termination for convenience, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:
  - a. Stop work.
  - b. Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continuing portion of the Contract.
  - c. Terminate all subcontracts to the extent they relate to the work terminated.
  - d. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts.
3. Unless otherwise set forth in the Solicitation, if the Contractor and the State fail to agree on the amount to be paid because of the termination for convenience, the State will pay the Contractor the following amounts; provided that in no event will total payments exceed the amount payable to the Contractor if the Contract had been fully performed:
  - a. The Contract price for Deliverables or services accepted by the State and not previously paid for; and
  - b. The total of:
    - i. The reasonable costs incurred in the performance of the work terminated, including initial costs and preparatory expenses allocable thereto, but excluding any cost attributable to

Deliverables or services paid or to be paid;

- ii. The reasonable cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract; and
  - iii. Reasonable storage, transportation, demobilization, unamortized overhead and capital costs, and other costs reasonably incurred by the Contractor in winding down and terminating its work.
4. The Contractor will use generally accepted accounting principles, or accounting principles otherwise agreed to in writing by the parties, and sound business practices in determining all costs claimed, agreed to, or determined under this clause.

d. **TERMINATION FOR FISCAL NECESSITY**

The State is a government entity and it is understood and agreed that the State's payments herein provided for shall be paid from Idaho State Legislative appropriations. The Legislature is under no legal obligation to make appropriations to fulfill this Contract. This Contract shall in no way or manner be construed so as to bind or obligate the State 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 sole 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, or requires any return or "give-back" of funds required for the State to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending, or if funds are not budgeted or otherwise available, or if the State discontinues or makes a material alteration of the program under which funds were provided. The State shall not be required to transfer funds between accounts in the event that funds are reduced or unavailable. All affected future rights and liabilities of the parties shall thereupon cease within ten (10) calendar days after notice to the Contractor. Further, in the event of non-appropriation, the State shall not be liable for any penalty, expense, or liability, or for general, special, incidental, consequential or other damages resulting therefrom.

27. **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 State the right to terminate the Contract. Such termination shall not affect any rights of the State for recovery of damages from any payment for services due Contractor hereinbefore provided for in any action at law or in equity.

28. **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.

29. **PUBLIC RECORDS**

Pursuant to Idaho Code Section 74-101 through 74-126, information or documents received from the Contractor may be open to public inspection and copying unless exempt from disclosure. The Contractor shall clearly designate individual documents as "exempt" on each page of such documents and shall indicate the basis for such exemption. The State will not accept the marking of an entire document as exempt. In addition, the State will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. The Contractor

shall indemnify and defend the State against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for the Contractor's failure to designate individual documents as exempt. The Contractor's failure to designate as exempt any document or portion of a document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any such release. If the State receives a request for materials claimed exempt by the Contractor, the Contractor shall provide the legal defense for such claim.

30. CONFIDENTIAL INFORMATION:

Pursuant to this Contract, Contractor may collect, or the State may disclose to Contractor, financial, personnel or other information that the State regards as proprietary, confidential or exempt from disclosure ("Confidential Information"). Confidential Information shall belong solely to the State. Contractor shall use such Confidential Information only in the performance of its services under this Contract and shall not disclose any Confidential Information to any third party, except with the State's prior written consent or under a valid order of a court or governmental agency of competent jurisdiction, and then only upon timely notice to the State. The State may require that Contractor's officers, employees, agents or subcontractors separately agree in writing to the obligations contained in this section or sign a separate confidentiality agreement. Confidential Information shall be returned to the State upon termination of this Contract. The confidentiality obligation contained in this section shall survive termination of this Contract. Confidential Information shall not include data or information that:

- a. Is or was in the possession of Contractor before being furnished by the State, provided that such information or other data is not known by Contractor to be subject to another confidentiality agreement with or other obligation of confidentiality to the State;
- b. Becomes generally available to the public other than as a result of disclosure by Contractor; or
- c. Becomes available to Contractor on a non-confidential basis from a source other than the State, provided that such source is not known by Contractor to be subject to a confidentiality agreement with or other obligation of confidentiality to the State.

31. NON-WAIVER

The failure of any party, at any time, to enforce a provision of this Contract shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Contract, any part hereof, or the right of such party thereafter to enforce each and every provision hereof.

32. NO WAIVER OF SOVEREIGN IMMUNITY

In no event shall this Contract or any act by the State, be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. If a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for IDL. This section applies to a claim brought against the State only to the extent Congress has appropriately abrogated the State's sovereign immunity and is not consent by the State to be sued in federal court, or a waiver of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

33. ATTORNEYS' FEES

In the event suit is brought or an attorney is retained by any party to this Contract to enforce the terms of this Contract or to collect any moneys due hereunder, the prevailing party shall be entitled to recover reimbursement for reasonable attorneys' fees, court costs, costs of investigation and



other related expenses incurred in connection therewith in addition to any other available remedies.

34. 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 COR and shall not affect any rights of the State for the recovery of costs of the cleanup.

35. CAMPING ON STATE LAND

Contractor personnel may, with written approval from the State, 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 IDL Supervisory Area and be in compliance with State Land Board rules and regulations for fire prevention.

36. 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 IDL 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.

37. GOVERNMENT REGULATIONS

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.

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.

38. PAYMENTS AND COMPLIANCE

Payment(s) shall be made to the Contractor following satisfactory completion of all Contract requirements and as described in the attached project description(s). Payment(s) will be at the rate(s) set forth in Schedule A. Total Contract payments shall not exceed \$ TBD. All payments will be made according to Idaho Code Section 67-2302.

39. CONTRACT PERIOD

This Contract will become effective once signed by all parties. The Contractor and Contracting Officer Representative(s) will discuss the Contract terms, work performance requirements, and tentative work schedule. This Contract shall expire one year from its effective date unless terminated earlier by the State under any of the provisions of paragraph 26 of this Contract. All requirements of the Contract must be satisfactorily completed by the Contract expiration date, or by the respective area's "Period of Performance" date as provided in each corresponding Project

Description. The "Period of Performance" may be extended in writing by the respective area's Forester-In-Charge or IDL's Procurement Representative. However, the "Period of Performance" cannot be extended beyond the initial Contract expiration date without a bilaterally signed Contract modification.

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

CONTRACTOR NAME

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Contractor's Social Security  
or Employer Number

\_\_\_\_\_  
Taxpayer ID# (TIN)

Contractor's Phone/Contact No.

\_\_\_\_\_

\_\_\_\_\_  
email if available

**ATTACHMENT 1**  
**SPECIAL PROVISIONS**  
**PILING**

Unless stated otherwise, all work performed shall conform to that commonly used in the forestry profession, the IDL Forest Management Manual, and as directed by the IDL.

1. ADDITIONAL DEFINITIONS AND TERMS

- a. 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.
- b. Debris: Any shrub, log, limb, treetop, loose stump or root, or part(s) thereof not specifically reserved with a band of paint.
- c. Non-workable Sites: Areas with exposed rock, excessively steep slopes, riparian zones, or other hazards making the use of machinery impossible.
- d. Parcel: Any contiguous area five (5) acres or larger.
- e. Reproduction: Naturally occurring trees less than five feet (5') in height and one-quarter inch (1/4") in diameter breast height (dbh).
- f. Scarification: Deliberate scouring, beading, or churning of the duff layer or topsoil to expose the mineral surface.
- g. 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.
- h. Slash: Debris created on the contract area by previous timber harvesting or precommercial thinning operations or in the course of site preparation operations and may be further explained in the Project Descriptions.

2. ITEMS TO BE FURNISHED BY THE CONTRACTOR

All labor, equipment, supervision, transportation, and incidentals necessary to complete the contract.

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

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

3. ITEMS TO BE FURNISHED BY THE STATE:

A Forester-in-Charge (FIC) to acquaint the Contractor with each unit to be worked and to conduct periodic field inspections.

Copies of State Administrative maps, timber sale maps of the contract area.

Other items as per the project description(s).

#### 4. LOCATIONS AND ACREAGE DETERMINATION

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).

Project map(s) showing the piling 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 by GIS. Pockets of reproduction or otherwise stocked areas have been deducted from the gross acreage and are designated on the project map(s).

All area(s) within project unit boundaries will be treated except all non-workable sites, as defined in the attached project description or as designated by the FIC. Such area(s) will be flagged on the ground prior to work on that segment of the general work area.

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.

#### 5. 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 or per FIC

The equipment must be a track-mounted excavator with a maximum width of 120 inches as determined by the FIC 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 FIC.

The Equipment 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 material 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.

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

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

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

#### 6. 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 or per FIC:

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

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.

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.

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.

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 FIC may reduce these.

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.

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.

Windrowing/piling in intermittent, seasonal, or annual streams or excessively wet areas is strictly prohibited. The FIC 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.

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.

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.

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 IDL.

## 7. INSPECTIONS

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

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

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.

If the original inspection results are unacceptable to the Contractor on either a completed or partially completed unit, one re-inspection may be requested in writing. The FIC and the Contractor's Representative shall together revisit the unit to determine satisfactory compliance with project objectives and contract specifications. 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 re-inspection.

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

## 8. CONTRACT ADMINISTRATION

- a. The FIC will administer the contract as required in all specifications.
- b. Disputes between the FIC and the Contractor will be resolved by the State.
- c. The FIC 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.

<b>SCHEDULE A-1</b> <b>CONTRACT NO. 21-205</b> <b>EXCAVATOR PILING</b>					
SUPERVISORY AREA	PROJECT NAME AND NUMBER	AMOUNT	UNIT OF MEASURE	PRICE PER UNIT OF MEASURE	TOTAL EXTENDED AMOUNT
Priest Lake	Priest Lake Excavator Piling 2020 10-678-604-20	268	Acres		\$ -
Pend Orielle	POL Excavator Piling 20-961-604-20	261	Acres		\$ -
Pend Orielle	<b>POL Dozer Piling</b> <b>20-962-605-20</b>	131	Acres		\$ -
St. Joe	St. Joe Road/Unit Piling	96	Acres		\$ -
		10.9	Miles		

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 OF MEASURE** will be correctly extended and the corrected **TOTAL EXTENDED AMOUNT** will be the basis for award.

NOTE: The quantities of work to be done under this contract as set forth in Schedule A have been estimated and may not be accurate in any or all particulars. They are only for the purpose of comparing on a uniform basis the quotes offered for the work under this contract. The Contractor understands and agrees that these are estimates only and that the State shall not be responsible for any claim of profits, loss of profit or for damages because no work is ordered under certain items or because of a difference between the estimated quantities of work to be done and the actual quantities ordered by the State.

Company Name	<input type="text"/>	Contractor's Email	<input type="text"/>
Contractor's Name	<input type="text"/>	Mailing Address	<input type="text"/>
Signature	<input type="text"/>	Contractor's Phone	<input type="text"/>
Signed by	<input type="text"/>	Taxpayer ID #	<input type="text"/>
Title	<input type="text"/>		

## **PROJECT DESCRIPTION Excavator Piling Contract**

**SUPERVISORY AREA:** Priest Lake Supervisory Area

**PROJECT NAME:** Priest Lake Excavator Piling 2020

**PROJECT NUMBER:** 10-678-604-20

**PROJECT ACRES:** 268 Acres

### **PROJECT LOCATION:**

Units 1 and 2 are located approximately twenty one (21) air miles north of Coolin. Unit 3 is located approximately sixteen (16) air miles northeast of Coolin.

### **ACCESS:**

Access to the units is by rocked mainhaul roads, secondary and spur dirt roads. Lowboy spots are available.

### **AREA HISTORY:**

Unit 1 (41 acres), which consists of three subunits, was tree length logged summer 2019 with the Caribou Flatten timber sale (TS-10-4225). Unit 2 (17 acres), which consists of six subunits, was tree length logged (four subunits), and CTL logged (two subunits) summer 2016 and fall 2019 with the More Caribou Strips timber sale (TS-10-4197). Unit 3 (210 acres), which consists of six subunits was tree length logged winter 2018 with the Two Mouth Pieces timber sale (TS-10-4177).

### **TREATMENT TYPE:**

Slash shall be piled with an excavator. Work may occur on slopes up to forty-five percent (45%). The average slope is twenty-five percent (25%). The excavator must be capable of operating off-road on these slopes.

### **TECHNICAL SPECIFICATIONS:**

**BOUNDARIES:** Piling area boundaries follow roads, red paint and/or are marked with flagging.

**PILING REQUIREMENTS:** 90% of slash material over four (4) feet in length and one (1) inch diameter at the large end will be piled. In order to retain some large woody debris, larger diameter and older woody material will be left scattered as directed by the FIC. Piles shall be higher than their width, reasonably compact and free of soil and noncombustible material to facilitate burning. Piles shall be of a size and location that will not impair road use or result in damage to residual timber.

### **PERIOD OF PERFORMANCE:**

Contract work will not start before June 1, 2020 unless the FIC grants approval in writing and the Contractor and FIC have a pre-work conference.

**Special notes:** Unit 3 (210 acres) cannot be piled until after July 15<sup>th</sup>. 165 acres of Unit 3 is going to be slashed prior to excavator piling. All contract work must be completed before November 30, 2020.

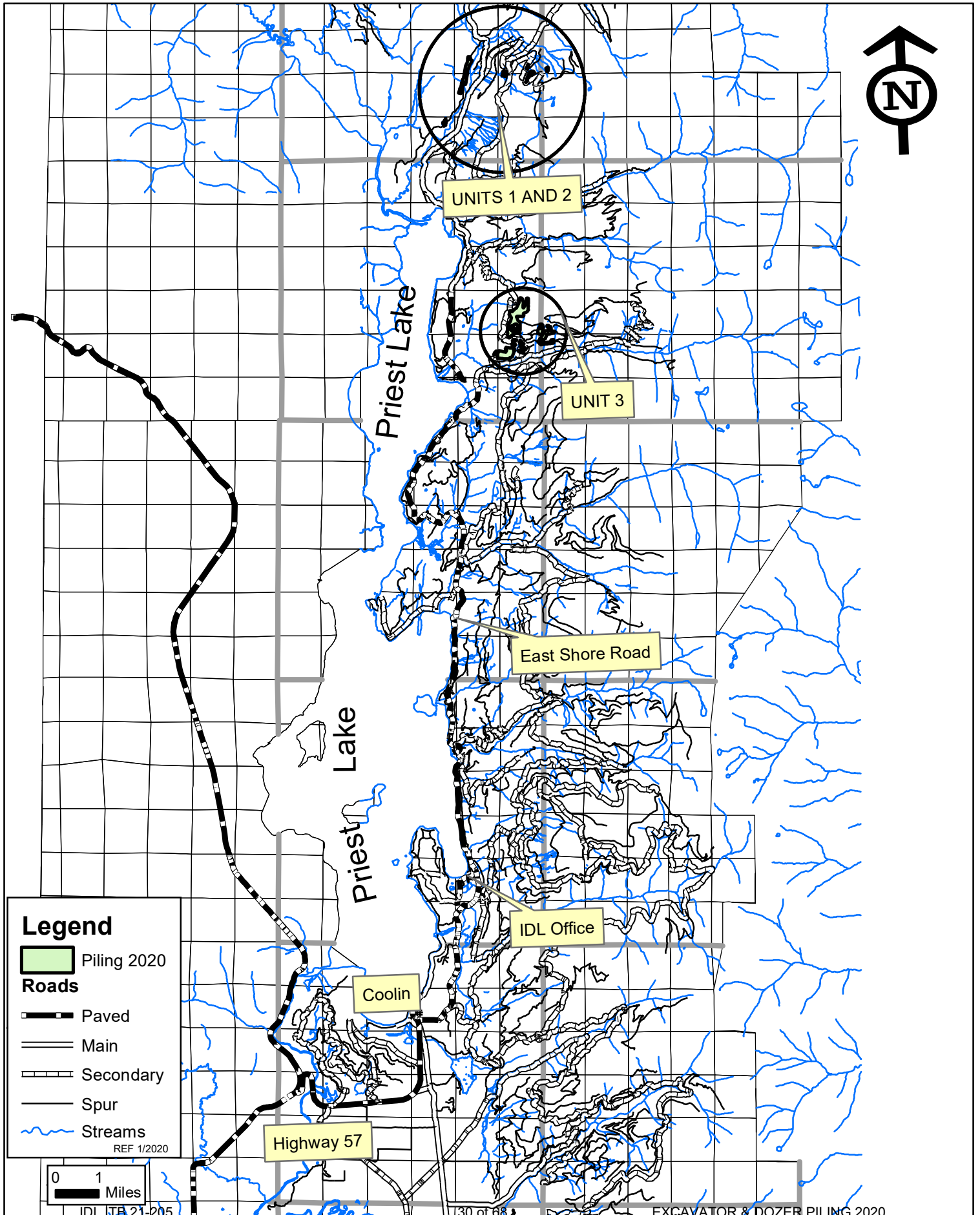


**CONTRACT PAYMENT:**

Invoices for payment will be submitted to the FIC. Payment will be made in installments as each 100 acre increment is satisfactorily completed, unless approved by FIC. Payments can be made after June 30<sup>th</sup>, 2020. Final payment may be less than 100 acres.

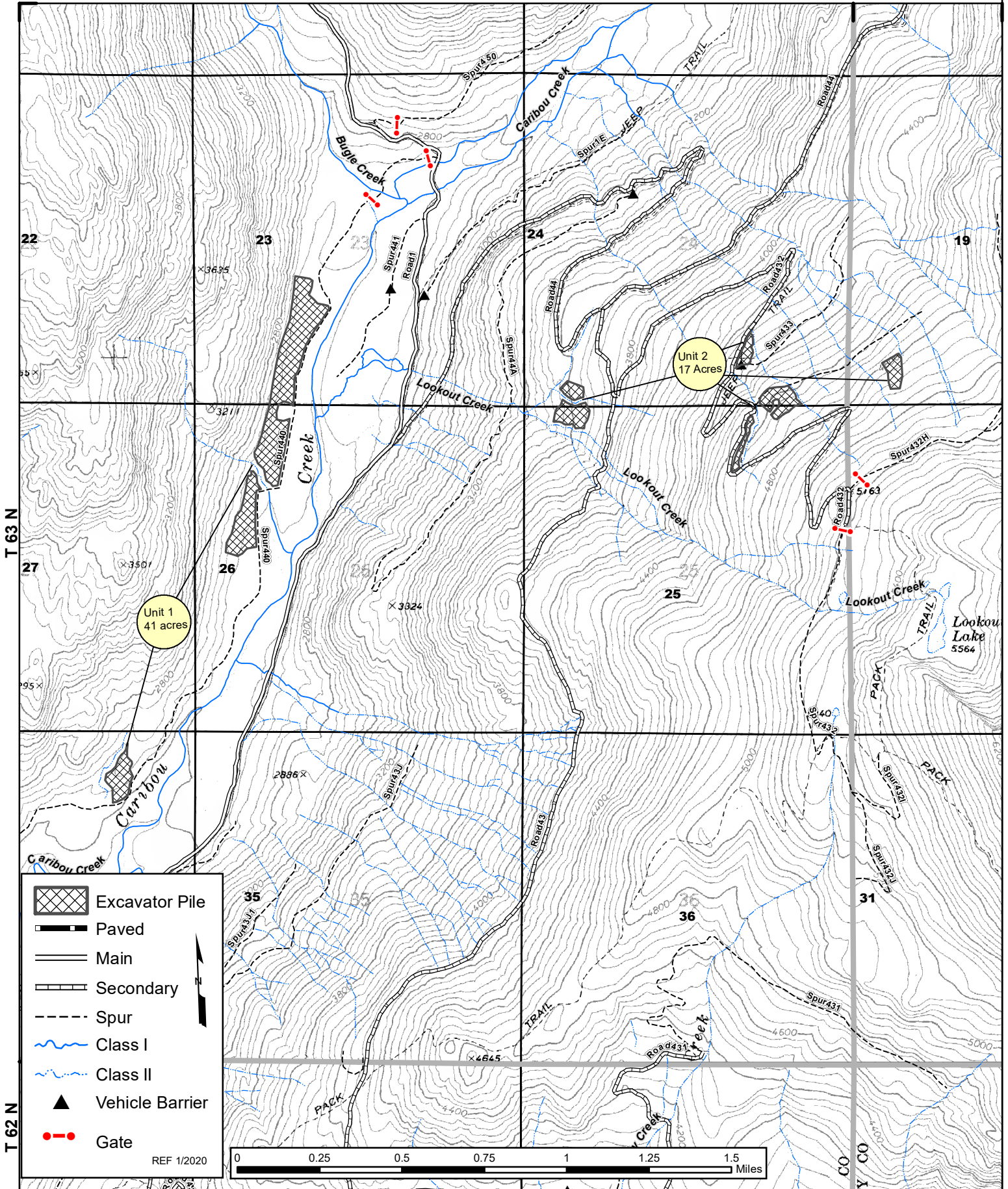
**ADDITIONAL INFORMATION:**

As per the Fire Reduction Handbook, a majority of the project acres fall between moderate (3-6 tons/acre) and high (6-12 tons/acre) slash loads. These are only estimates and it is highly recommended that the interested excavator piling contractors call the Priest Lake office for specific details related to slash loading on a per unit basis.



R 04 W

R 03 W

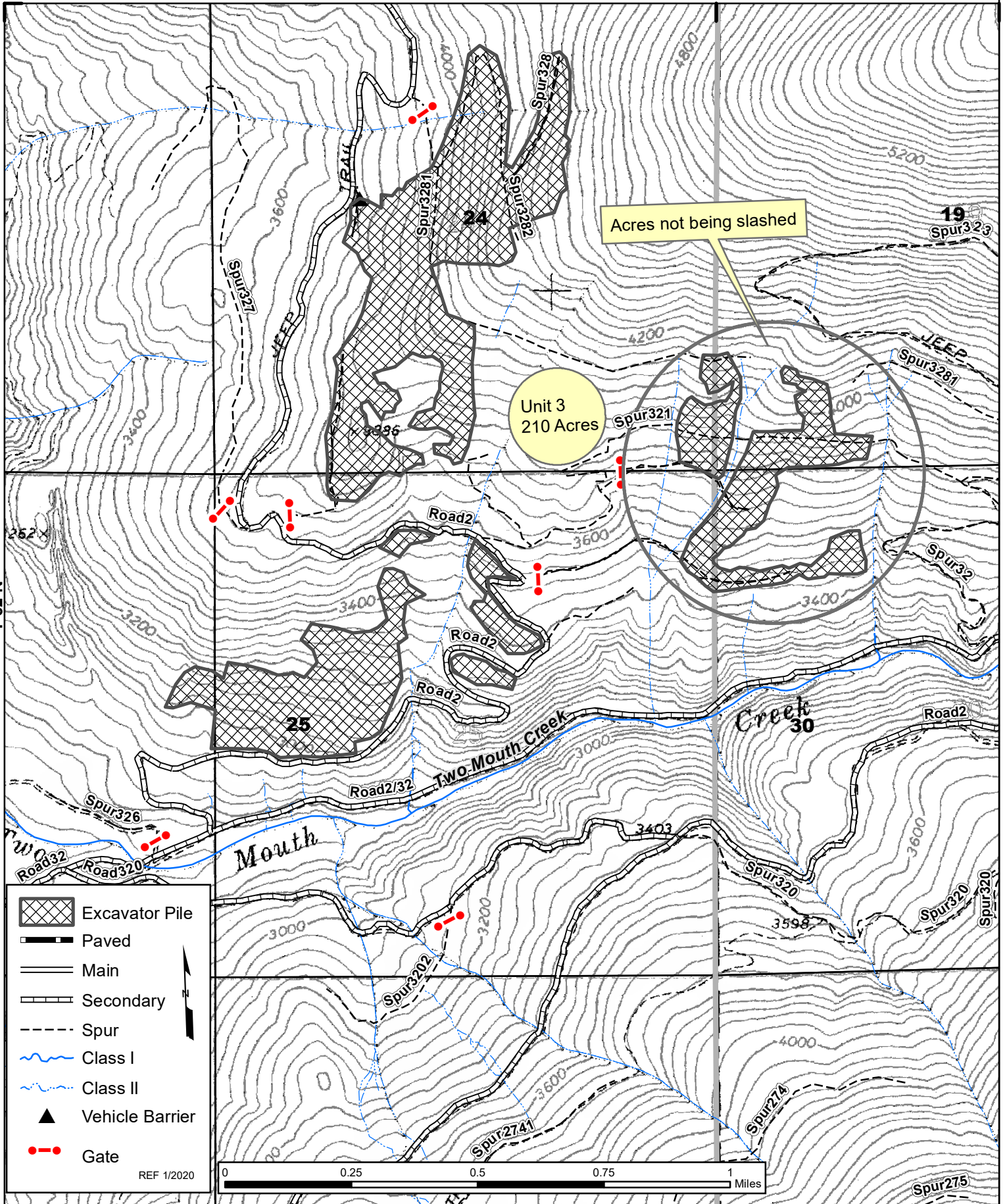




R 04 W

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## **PROJECT DESCRIPTION**

### **Excavator Piling**

**SUPERVISORY AREA:** Pend Oreille Lake Supervisory Area

**PROJECT NAME:** POL Excavator Piling

**PROJECT NUMBER:** 20-961-604-20

**PROJECT ACRES:** 261 Acres

#### **PROJECT LOCATION:**

Unit 1 is located approximately three and one half (3.5) air miles east of Naples, ID. Units 2 and 3 is located approximately six (6) air miles southeast of Naples, ID. Unit 4 is located six (6) air miles southwest of Naples, ID. Units 5 and 6 are located approximately twelve (12) air miles north of Priest River, ID. See attached maps for project location.

#### **ACCESS:**

Access to the units is by rocked mainhaul roads and secondary/spur dirt roads. Lowboy access is available.

#### **AREA HISTORY:**

Units 1-4 were part of the land acquisition with Molpus in 2019. These units were harvested in 2018 or 2019 using a clearcut prescription leaving behind sub merchantable, suppressed, and high hardwood component stands. Units 1-4 are planned to be slashed in the summer of 2020. Units 5 and 6 were tractor logged with the Shot Gap Timber Sale (TS204338) in the winter of 2019-2020.

#### **TREATMENT TYPE:**

Slash shall be piled with an excavator. Work may occur on slopes up to forty-five percent (45%). The average slope is twenty-five percent (25%). The excavator must be capable of operating off-road on these slopes.

#### **TECHNICAL SPECIFICATIONS:**

**BOUNDARIES:** Piling area boundaries follow roads and/or are marked with pink and black striped flagging.

**PILING REQUIREMENTS:** The majority of logging slash material over four (4) feet in length. In order to retain some large woody debris, larger diameter and older woody material will be left scattered as directed by the FIC. Piles shall be higher than their width, reasonably compact and free of soil and noncombustible material to facilitate burning. Piles shall be of a size and location that will not impair road use or result in damage to residual timber.

#### **PERIOD OF PERFORMANCE:**

Contract work may commence after the contractor has received a signed copy of the contract and has had a pre-work conference with the Forester-in-Charge. Units 1-4 contract work will not start before October 1st, 2020 and units 5 and 6 contract work will not start before June 1, 2020 unless the FIC grants approval in writing. All contract work must be completed before November 30, 2020.

**CONTRACT PAYMENT:**

Invoices for payment will be submitted to the FIC. This project will be paid on a per acre basis after acceptable satisfactory completion of each of the following payment units:

	<u># of Acres</u>	<u>Unit</u>
Payment Unit 1	102	1 and 2
Payment Unit 2	119	3 and 4
Payment Unit 3	40	5 and 6

Partial payment for units completed may be approved by the FIC.

T 59 N

T 60 N

R 01 W

R 01 W

R 01 E

R 01 E

R 02 E

R 02 E

T 59 N

T 60 N

**Legend**

SH January, 2020

**Legend**

**POI\_Excavator\_Piling\_KV**

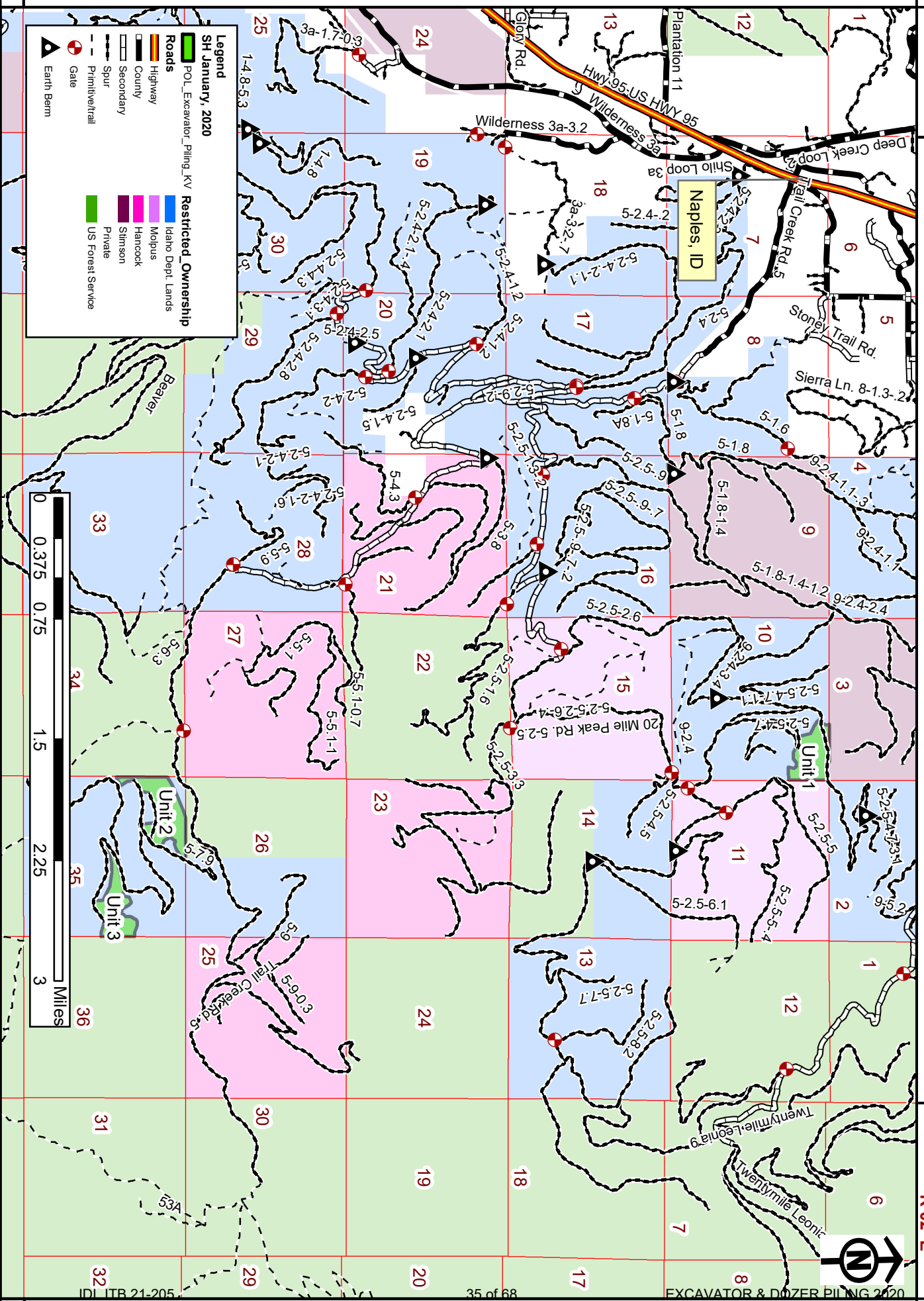
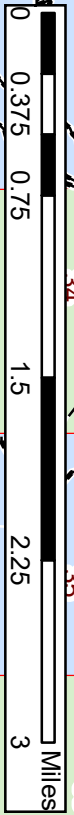
**Restricted\_Ownership**

**Roads**

- Highway
- County
- Secondary
- Spur
- Primitivetrail
- Gate
- Earth Berm

**Restricted\_Ownership**

- Idaho Dept. Lands
- Mopius
- Hancock
- Simson
- Private
- US Forest Service





R02 W

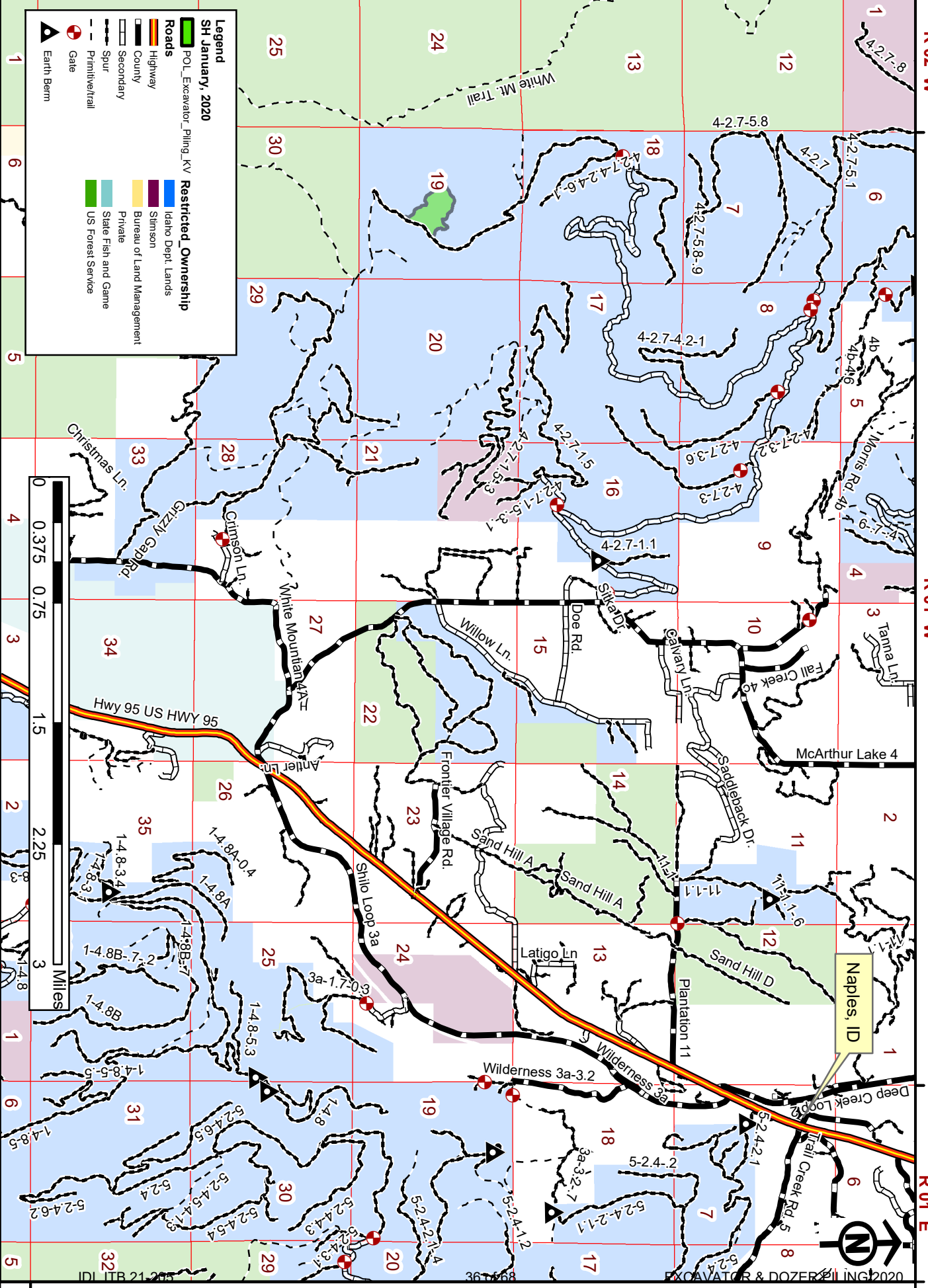
R01 W

R01 E

R02 W

R01 W

R01 E



**Legend**

SH January, 2020

**Roads**

- POL\_Excavator\_Piling\_KV
- Highway
- County
- Secondary
- Spur
- Primitivetrail
- Gate
- Earth Berm

**Restricted\_Ownership**


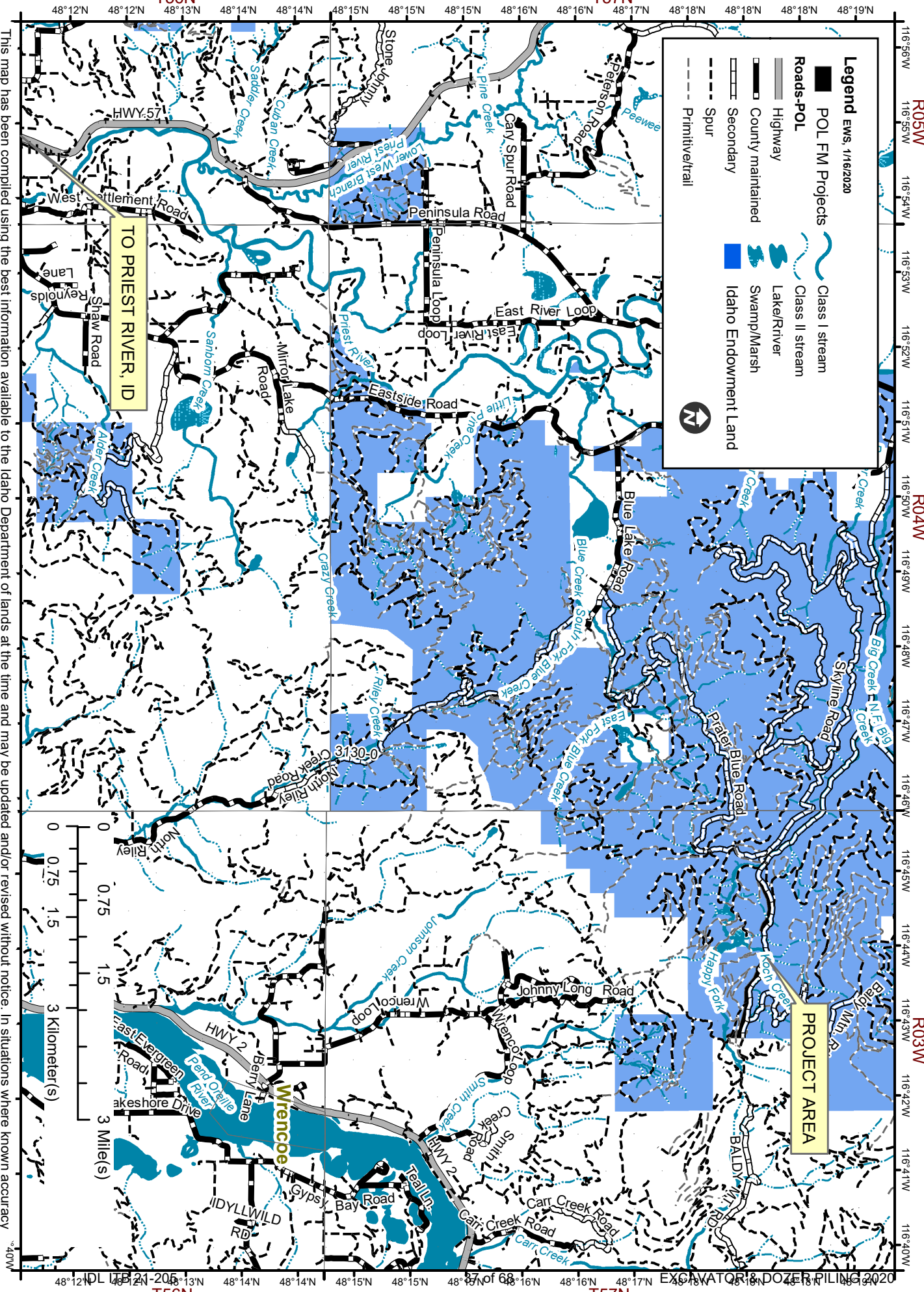
- Idaho Dept. Lands
- Simson
- Bureau of Land Management
- Private
- State Fish and Game
- US Forest Service





**Legend** EWS, 1/16/2020

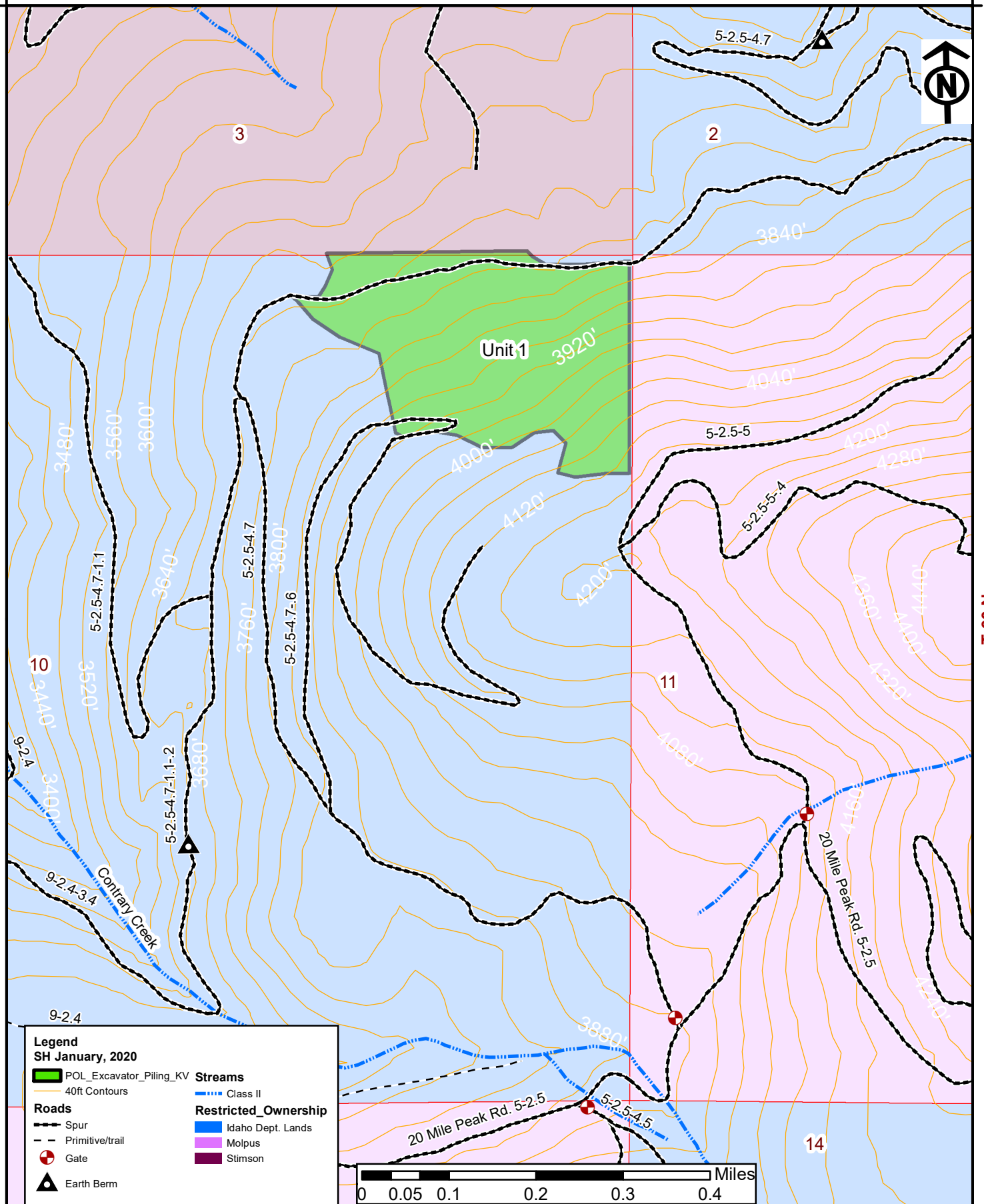
- POL FM Projects
- Roads-POL
- Highway
- County maintained
- Secondary
- Spur
- Primitivetrail
- Class I stream
- Class II stream
- Lake/River
- Swamp/Marsh
- Idaho Endowment Land

This map has been compiled using the best information available to the Idaho Department of Lands at the time and may be updated and/or revised without notice. In situations where known accuracy and/or completeness is required, the user has the responsibility to verify the accuracy of the map and underlying data sources.

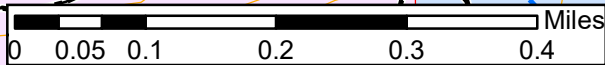
T 60 N

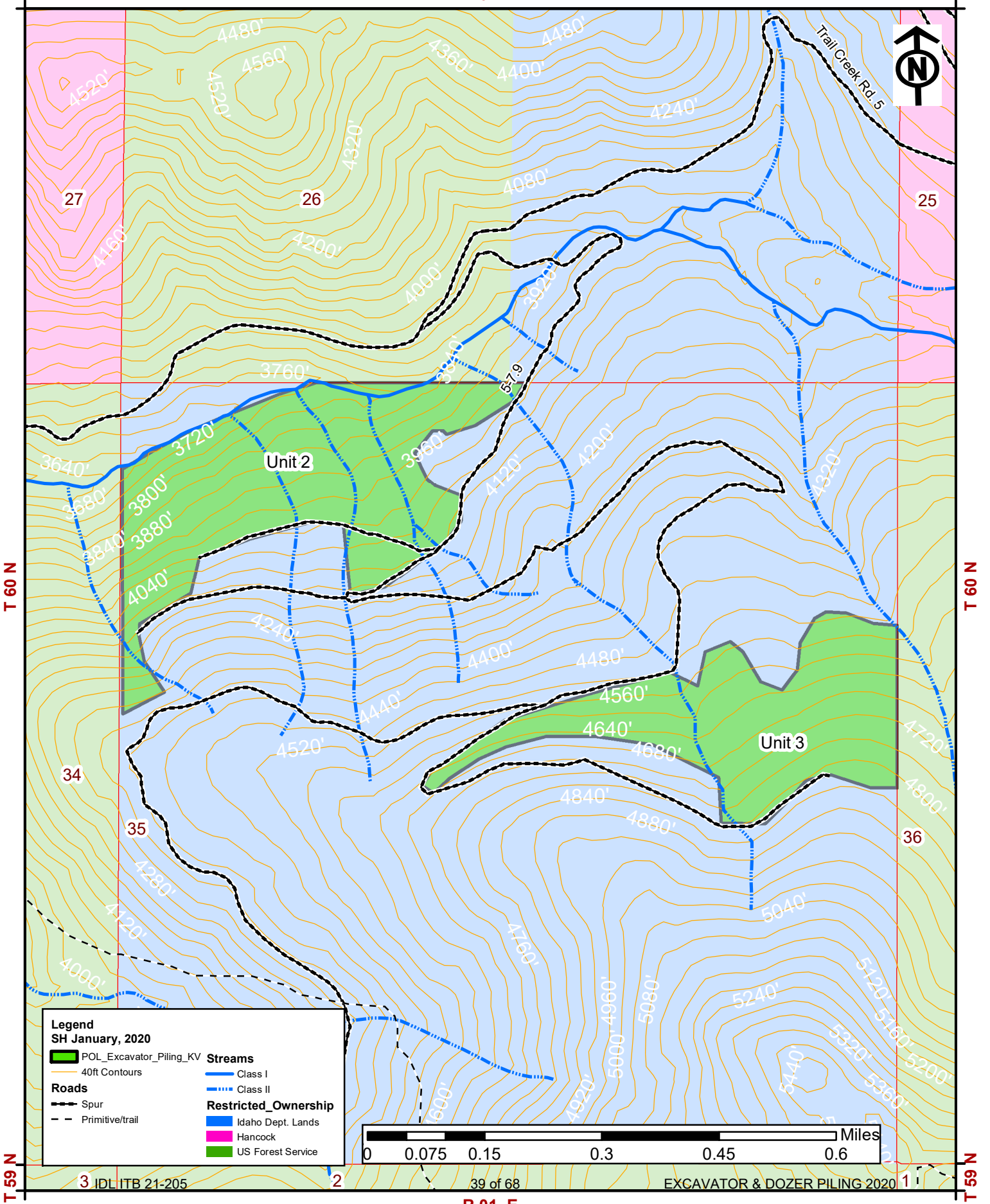
T 60 N



**Legend**  
SH January, 2020

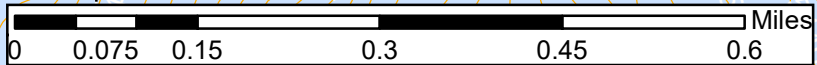
	POL_Excavator_Piling_KV		Streams
	40ft Contours		Class II
<b>Roads</b>			Restricted_Ownership
	Spur		Idaho Dept. Lands
	Primitive/trail		Molpus
	Gate		Stimson
	Earth Berm		





**Legend**  
SH January, 2020

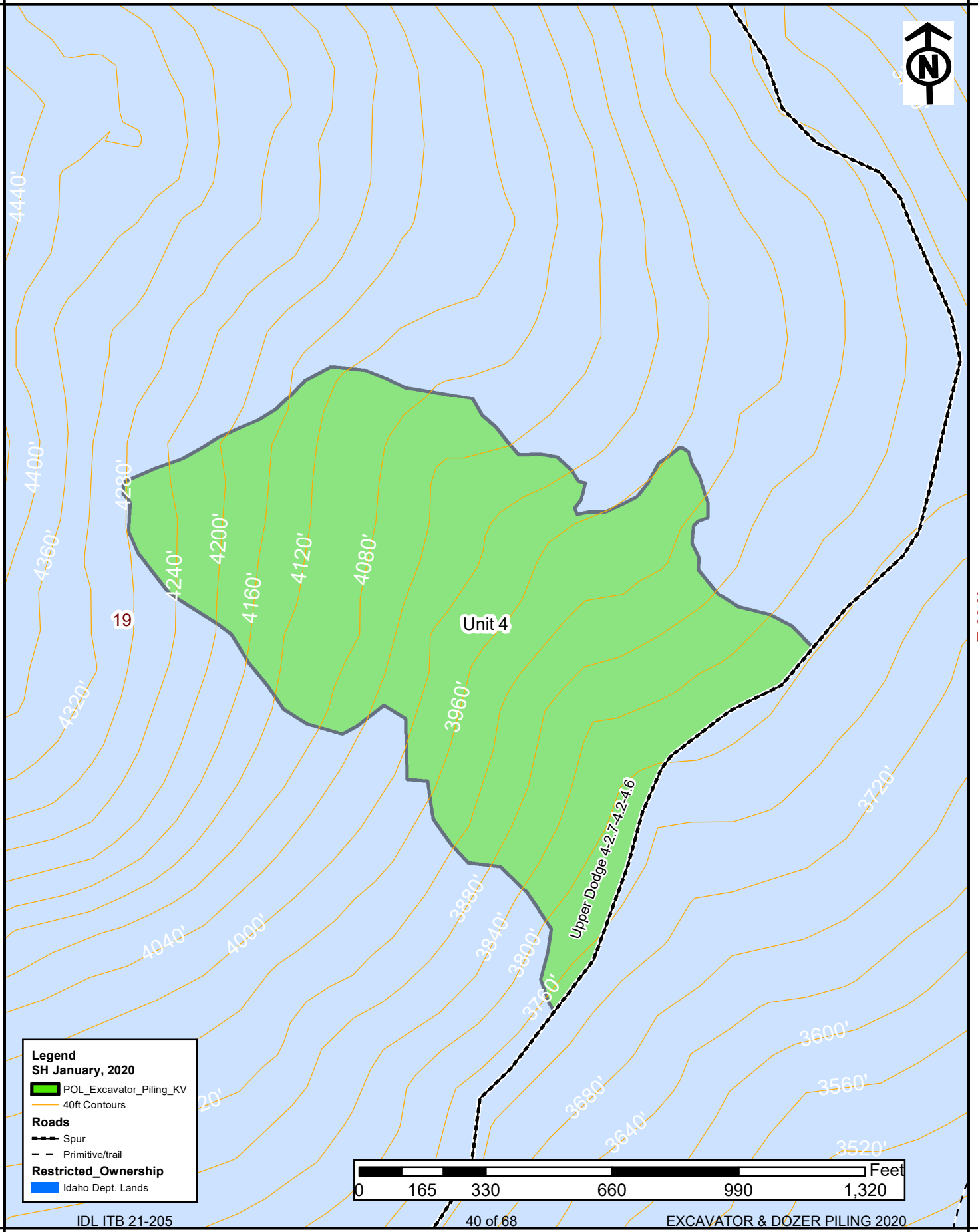
POL_Excavator_Piling_KV	<b>Streams</b>
40ft Contours	Class I
<b>Roads</b>	Class II
Spur	<b>Restricted_Ownership</b>
Primitive/trail	Idaho Dept. Lands
	Hancock
	US Forest Service





T 60 N

T 60 N



**Legend**  
 SH January, 2020

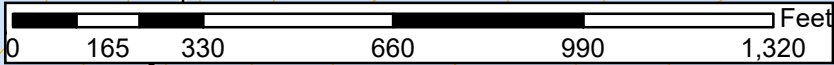
- POL\_Excavator\_Piling\_KV
- 40ft Contours

**Roads**

- Spur
- Primitive/trail

**Restricted Ownership**

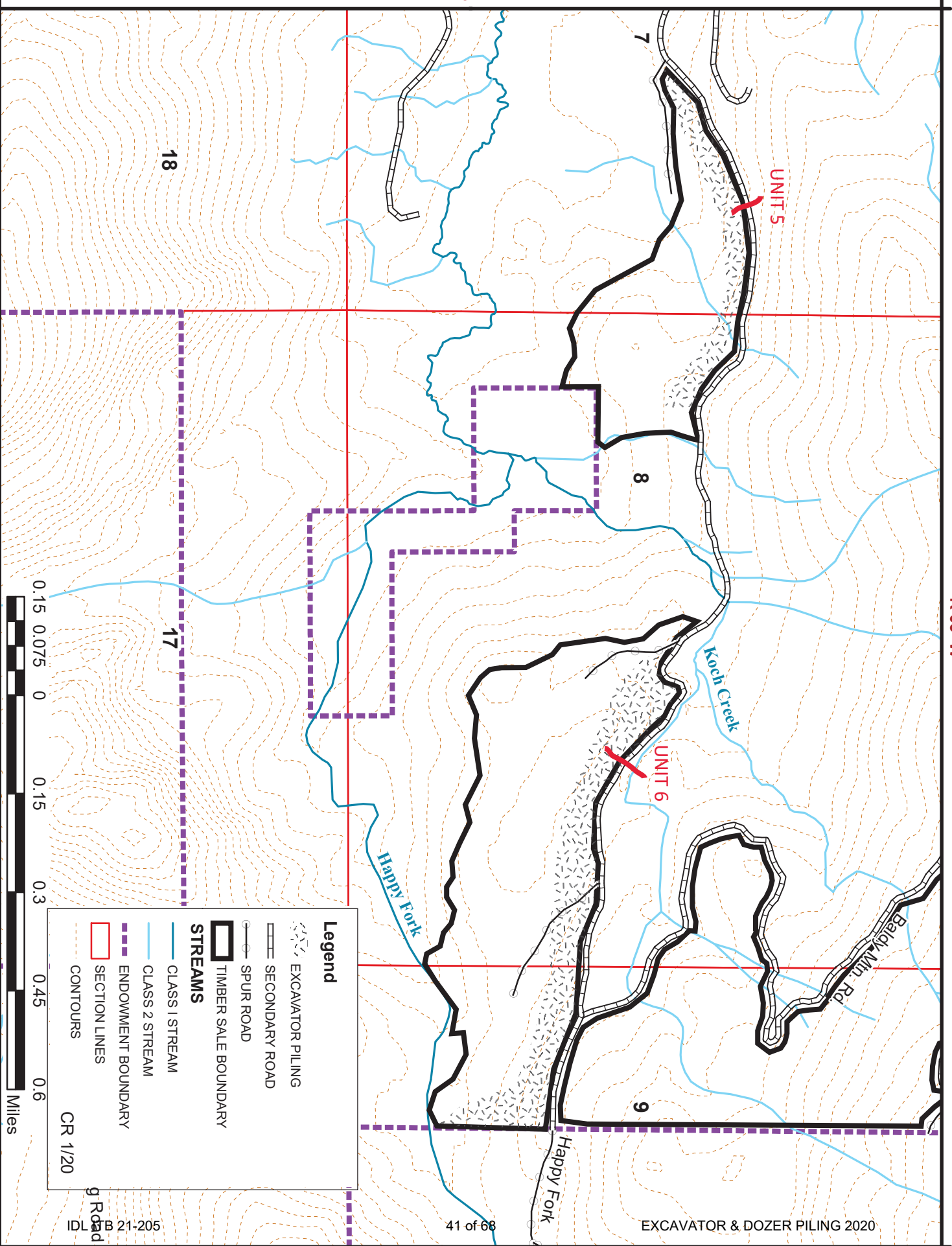
- Idaho Dept. Lands



T 57 N

R 03 W

R 03 W



**Legend**

- EXCAVATOR PILING
- SECONDARY ROAD
- SPUR ROAD
- TIMBER SALE BOUNDARY
- CLASS 1 STREAM
- CLASS 2 STREAM
- ENDOWMENT BOUNDARY
- SECTION LINES
- CONTOURS

**STREAMS**

- CLASS 1 STREAM
- CLASS 2 STREAM

CR 1/20

T 57 N

## PROJECT DESCRIPTION

### Dozer Piling

**SUPERVISORY AREA:** Pend Oreille Lake Supervisory Area

**PROJECT NAME:** POL Dozer Piling

**PROJECT NUMBER:** 20-962-605-20

**PROJECT ACRES:** 131 Acres

#### PROJECT LOCATION:

Unit 1 is located approximately five (5) air miles southwest of Naples, Idaho. Units 2 and 3 are located approximately eleven (11) air miles west of Bonners Ferry, Idaho.

#### ACCESS:

Access to the units is by rocky secondary and county roads.

#### AREA HISTORY:

Unit 1 (57 acres) was tractor logged with the McArthur Flats timber sale in the first half of 2019. Unit 2 (30 acres) and Unit 3 (44 acres) were tractor logged with the North Cooks Pass timber sale in the fall of 2019.

#### TREATMENT TYPE:

Slash shall be piled with a dozer equipped with a brush blade. Work may occur on slopes up to thirty-five percent (35%). The average slope is fifteen percent (15%). The dozer and operator must be capable of operating off-road on these slopes. The maximum dozer size will be of D6 size class. Smaller dozers may be used as long as they are still capable of creating acceptable piles. Piling will not be required in areas identified by the FIC as inoperable.

#### TECHNICAL SPECIFICATIONS:

**BOUNDARIES:** Piling area boundaries follow roads and/or are marked with pink and black striped flagging.

**PILING REQUIREMENTS:** The majority of logging slash under four (4) inches diameter will be piled. In order to retain some large woody debris, larger diameter and older woody material will be left scattered as directed by the FIC. Piles shall be piled in such a way to facilitate burning. This is achieved by piles being of appropriate size and density, and also free of soil and noncombustible material, as determined by FIC. Piles shall be of a size and location that will not impair road use or result in damage to residual timber. Equipment shall not travel within or pile slash within stream protection zones (SPZ). There are Class I (75' SPZ) and Class II streams/wet areas (30' SPZ) within the units.

#### PERIOD OF PERFORMANCE:

Contract work may commence after the contractor has received a signed copy of the contract and has had a pre-work conference with the Forester-in-Charge. Contract work will not start before October 1, 2020 unless the FIC grants approval in writing. All contract work must be completed before November 30, 2020.

**CONTRACT PAYMENT:**

Invoices for payment will be submitted to the FIC. Payment will be made with the completion of all 131 acres.

R 01 W

R 01 E

T 60 N

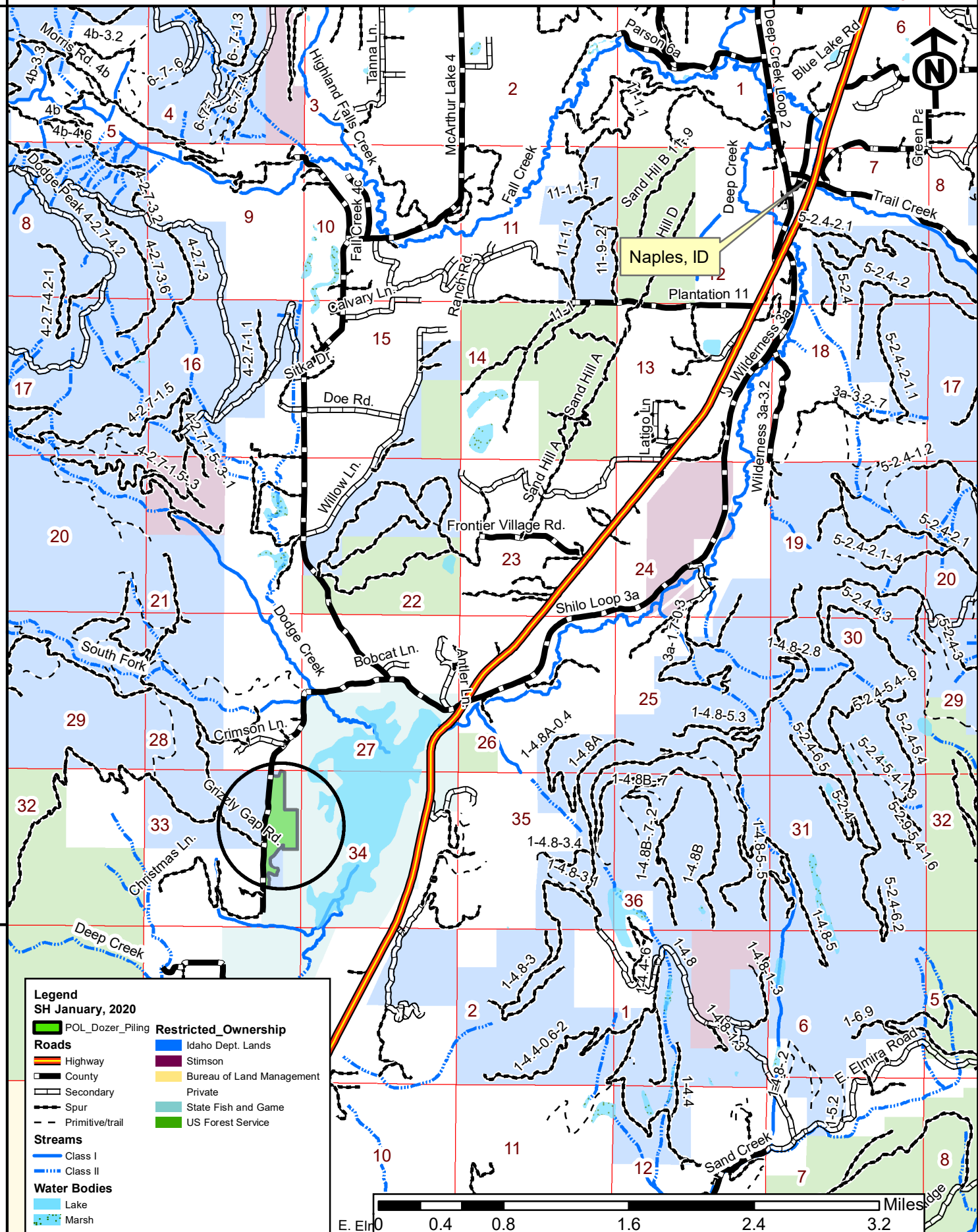
T 60 N

T 59 N

T 59 N

R 01 W

R 01 E



**Legend**  
SH January, 2020

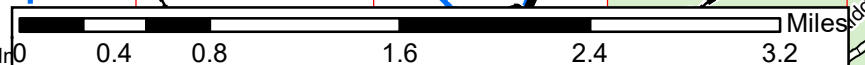
POL_Dozer_Piling	Restricted_Ownership
Highway	Stimson
County	Bureau of Land Management
Secondary	Private
Spur	State Fish and Game
Primitive/trail	US Forest Service

**Streams**

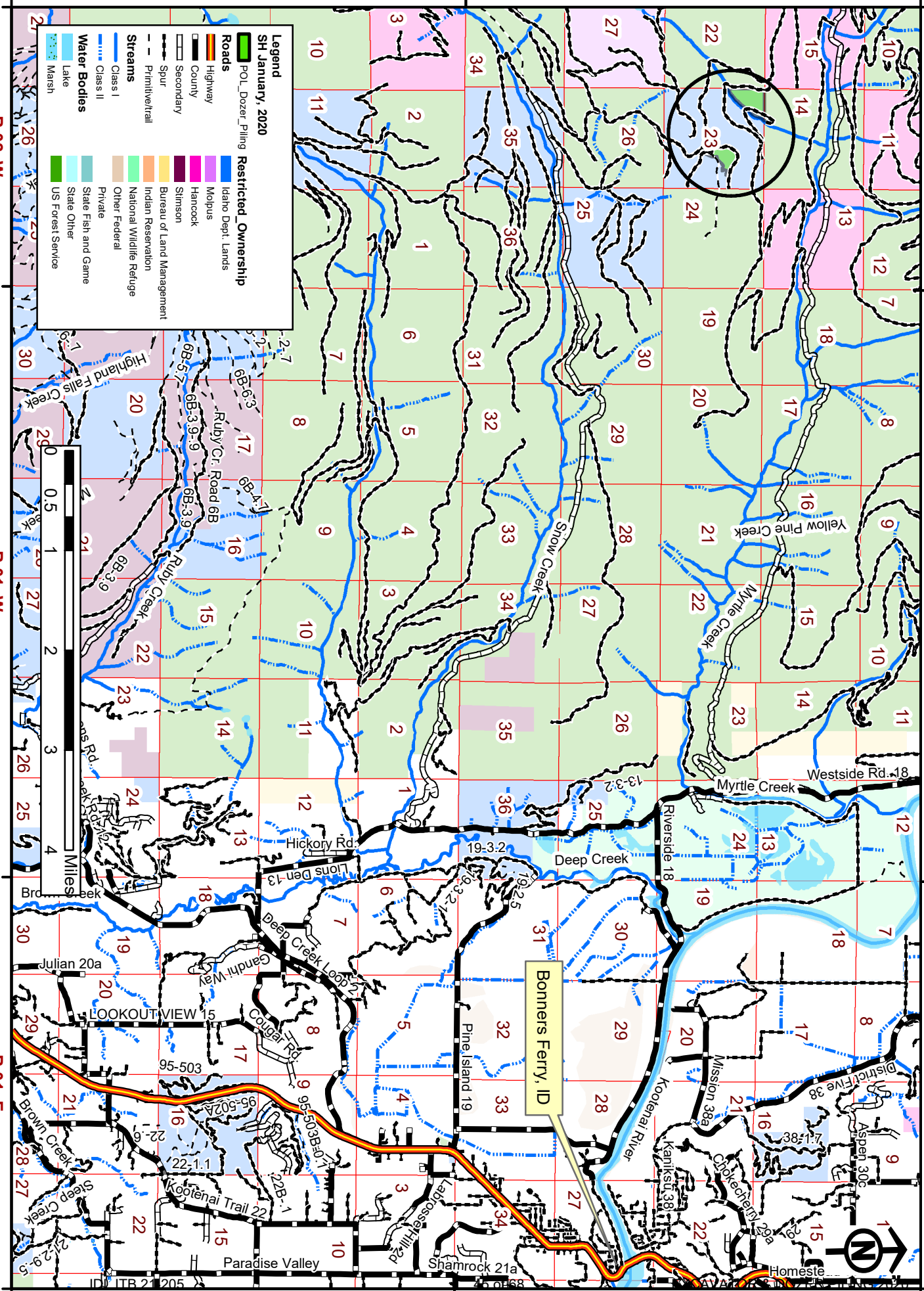
- Class I
- Class II

**Water Bodies**

- Lake
- Marsh







**Legend**

SH January, 2020	Restricted Ownership
POL, Dozer, Piling	Idaho Dept. Lands
Roads	Molpus
Highway	Hancock
County	Stinson
Secondary	Bureau of Land Management
Spur	Indian Reservation
Primitivetrail	National Wildlife Refuge
Streams	Other Federal
Class I	Private
Class II	State Fish and Game
Water Bodies	State Other
Lake	US Forest Service
Marsh	



**Legend**

**SH January, 2020**

- POL Dozer Piling
- 40ft Contours

**Roads**

- County
- Secondary
- Spur
- Primitive/trail

**Streams**

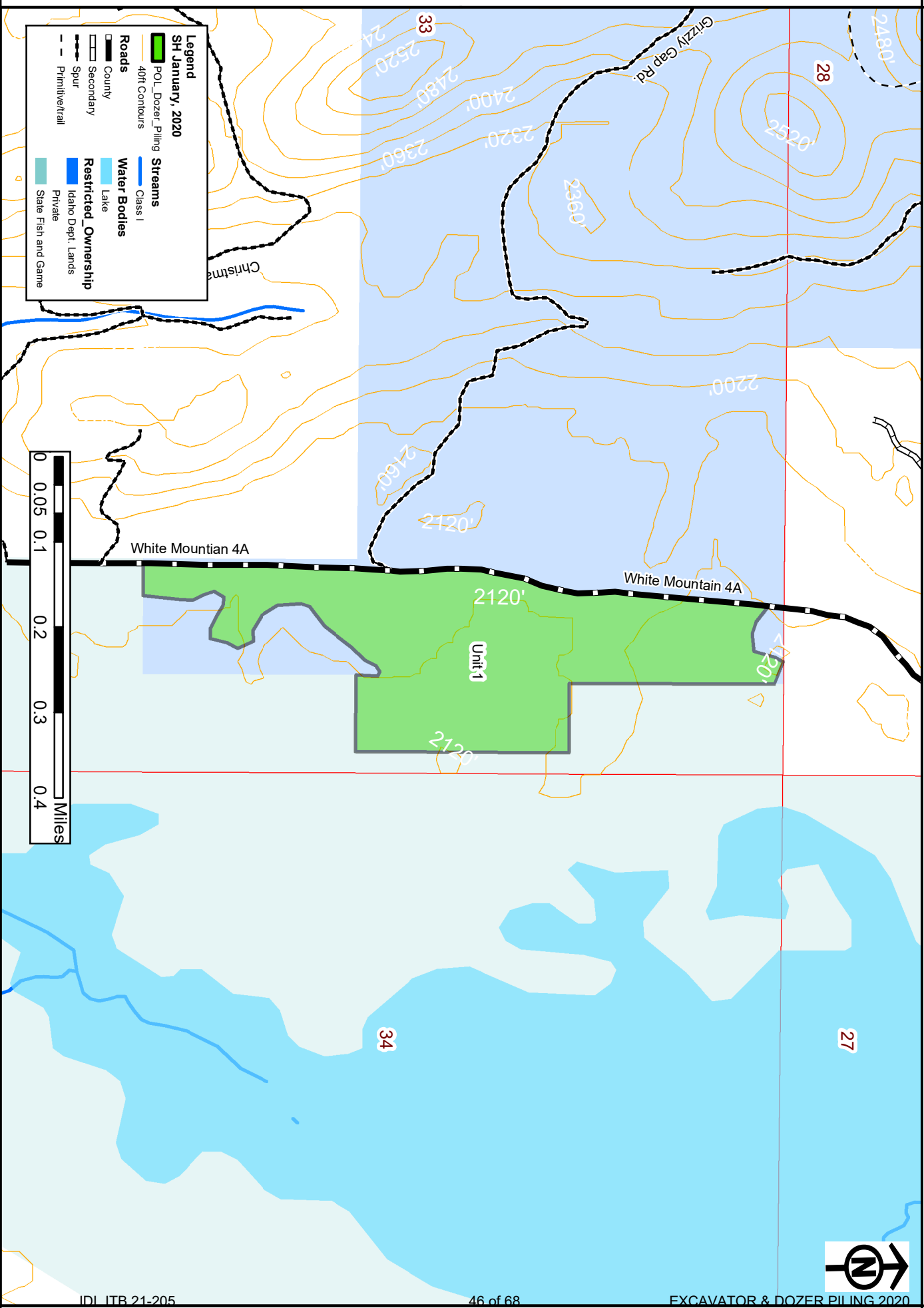
- Class I

**Water Bodies**

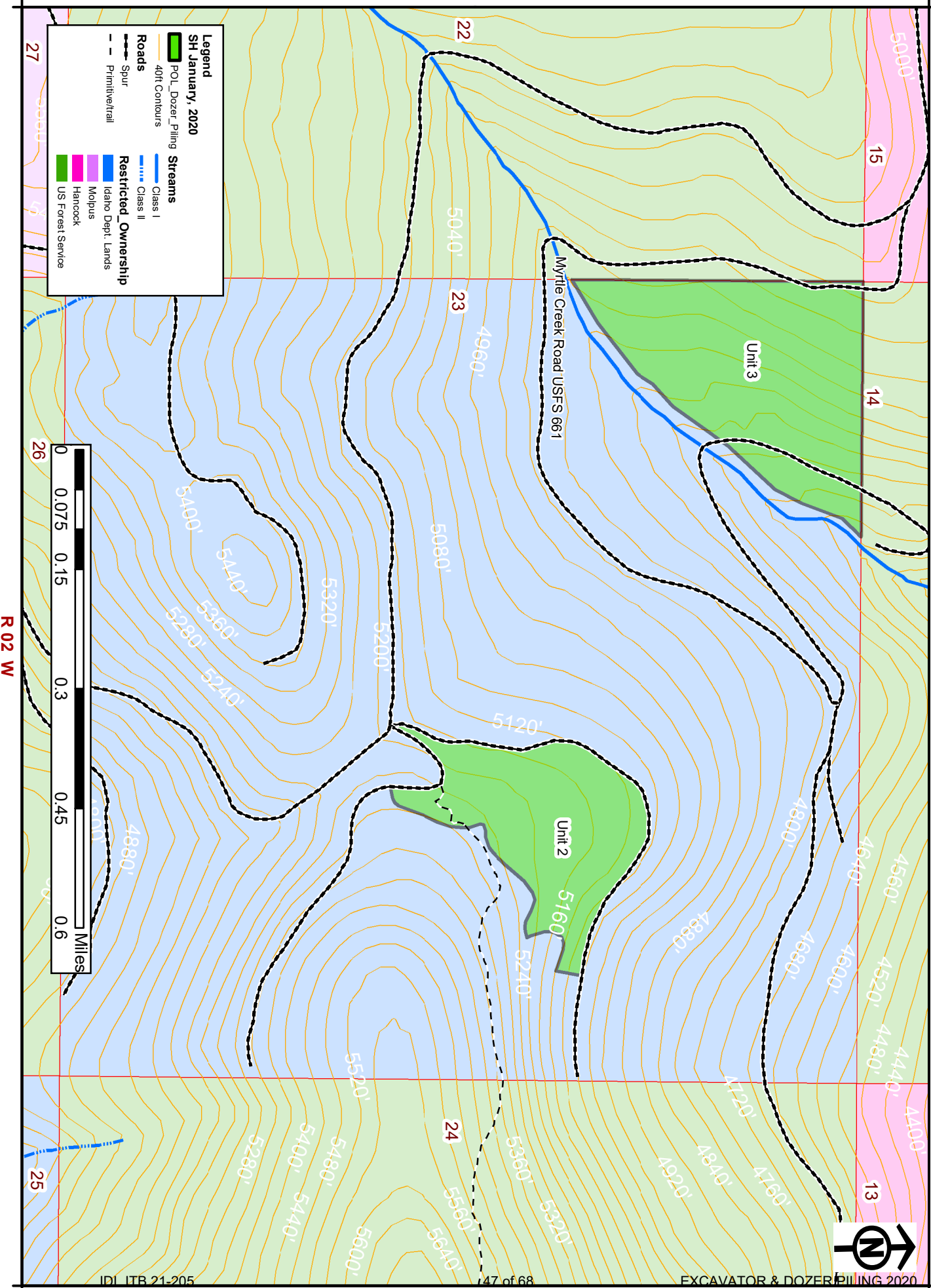
- Lake

**Restricted Ownership**

- Idaho Dept. Lands
- Private
- State Fish and Game



R 02 W



**Legend**

SH January, 2020

**Streams**

- Class I
- Class II

**Roads**

- 40ft Contours
- Spur
- Primitive/trail

**Restricted\_Ownership**

- Idaho Dept. Lands
- Molpus
- Hancock
- US Forest Service



**PROJECT DESCRIPTION**  
**Excavator Piling**

**SUPERVISORY AREA:** St. Joe Supervisory Area

**PROJECT NAME:** St. Joe Road/Unit Piling

**PROJECT NUMBER:** 30-785-604-20

**PROJECT ACRES:** 96 Acres

**PROJECT MILES:** 10.9 Miles

**PROJECT LOCATION:**

Unit 1 (East Winter/Long Summer) is located approximately seventeen (17) air miles northeast of St. Maries. Unit 2 (Bury Cat) is located approximately sixteen (16) air miles northeast of St. Maries. Unit 3 (Annis Switch) is located sixteen (16) air miles northeast of St. Maries. Unit 4 (Elk Creek) is located twenty (20) air miles east of St. Maries. Unit 5 (Daylight Willow Ton) is located seventeen (17) air miles southwest of St. Maries. Unit 6 (John's Pit) is located ten (10) air miles south of St. Maries. See attached maps for project location.

**ACCESS:**

Access to the units is by rockered mainhaul roads and secondary dirt roads. Lowboy spots are available.

**AREA HISTORY:**

Unit 1 (East Winter/Long Summer) has started being logged, is on hold for winter and will be finished this field season. There is an estimated 2.6 miles of roadside and landing piles.

Unit 2 (Bury Cat) is being harvested this winter with the Bury Cat (Molpus) timber sale. There is an approximated 2.3 miles of roadside and landing piles and 31 acres of in unit piling.

Unit 3 (Annis Switch) was cable logged with the Annis Switch (Molpus) timber sale. There is an approximated 1.1 miles of roadside and landing pile improvement.

Unit 4 (Elk Creek) is being harvested this winter with the Elk Creek (Molpus) timber sale. There is an approximated 2.4 miles of roadside and landing piles and 35 acres of in unit piling.

Unit 5 (Daylight Willow Ton) is currently being logged with the Daylight Willow Ton Timber Sale (TS-30-0640). Sale Unit 3 has been completed and will need 30 acres of in unit piling, the sale Unit 3 is Unit 5 of this contract.

Unit 6 (John's Pit) will be logged this field season. There is an approximated 2.5 miles of roadside and landing piles.

Unit Number and Name	Location	Types of Piles	Miles	Acres	Guaranteed for Hazard Work
Unit 1: Easy Winter Long Summer	T47N R02E S29	Road Side	2.6	0	Dependent on logging operations
Unit 2: Bury Cat	T47N R02E S31	Both	2.3	31	Yes
Unit 3: Annis Sw itch	T47N R02E S31, 5	Road Side	1.1	0	Yes
Unit 4: Elk Creek	T46N R02E S24	Both	2.4	35	Dependent on logging operations
Unit 5: Daylight Willow Ton	T44N R03W S10	In Unit	0	30	Yes
Unit 6: John's Pit	T44N R02W S8	Road Side	2.5	0	Dependent on logging operations
		Total	10.9	96	

### TREATMENT TYPE:

Slash shall be piled with an excavator. Work may occur on slopes up to forty-five percent (45%). Work may occur slightly off the road prism to pile jump up landings and reach slash pushed off the road. Both landing and roadside slash will be treated with this contract. Piles will be piled to facilitate burning. No piles shall be within an SPZ (75' Class I and 30' Class II) or within 20 feet of a live tree.

### TECHNICAL SPECIFICATIONS:

**BOUNDARIES:** Piling area boundaries follow roads and/or are marked with blue s flagging.

**PILING REQUIREMENTS:** The majority of logging slash material over four (4) feet in length and one (1) inch diameter at the large end will be piled. Piles shall be higher than their width, reasonably compact and free of soil and noncombustible material to facilitate burning. Piles shall be of a size and location that will not impair road use or result in damage to residual timber.

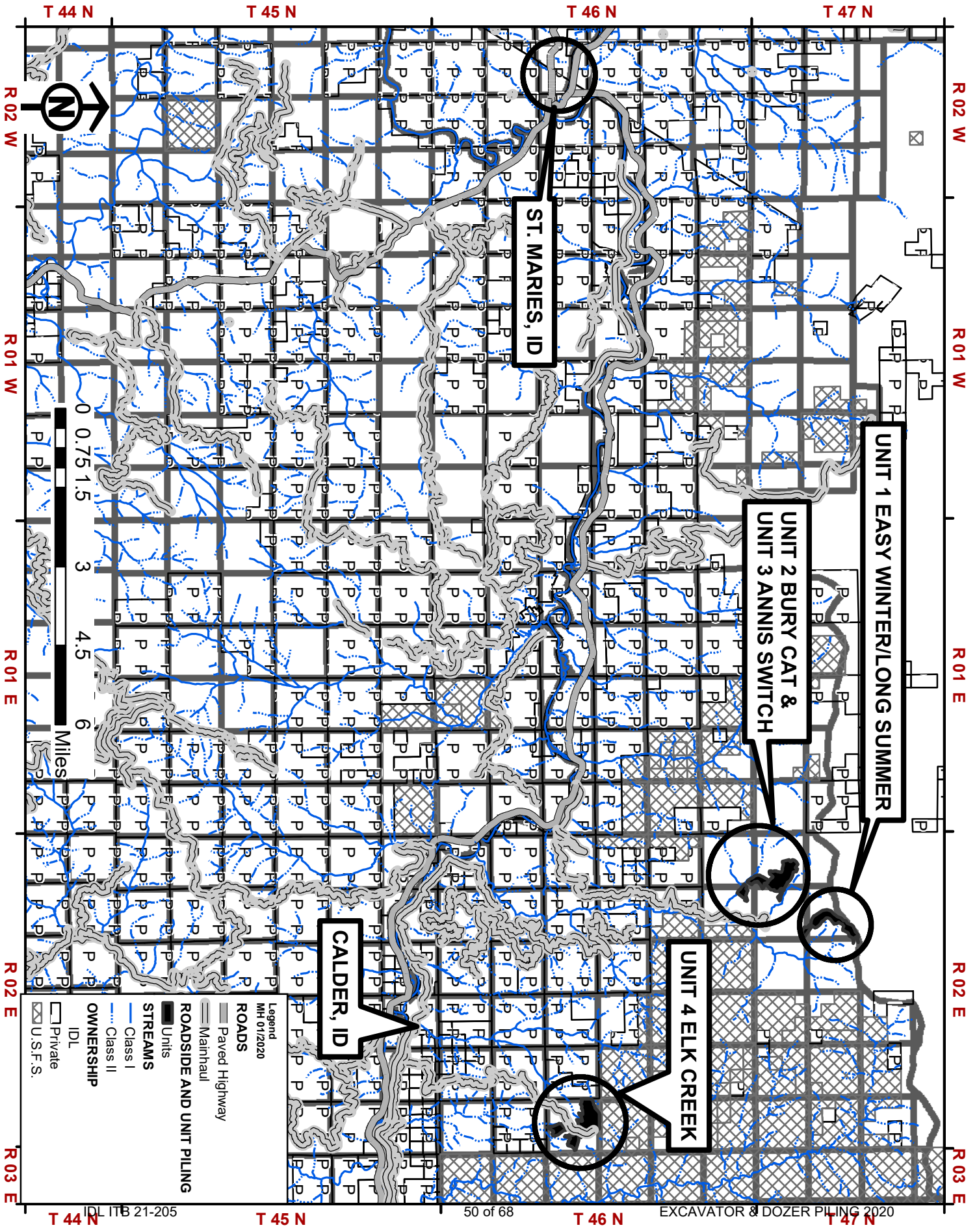
### PERIOD OF PERFORMANCE:

Contract work may commence after the contractor has received a signed copy of the contract and has had a pre-work conference with the FIC. Contract work will not start before June 1, 2020. Contract work will be completed before November 1, 2019. Not all the project units are guaranteed for hazard work. Each unit will be assessed for slash loading after harvesting to determine if work needs to be completed to offset the hazard.

### CONTRACT PAYMENT:

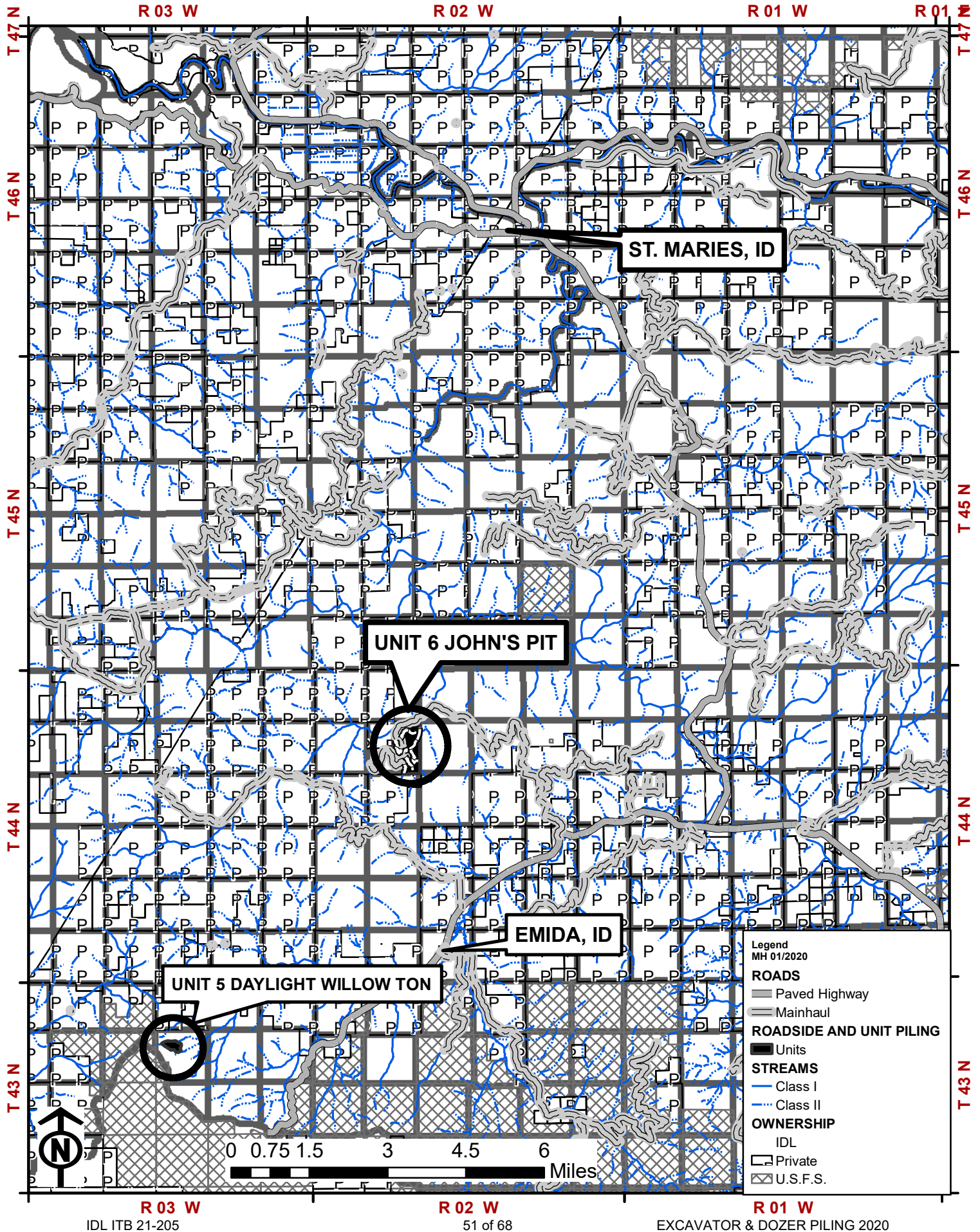
Invoices for payment will be submitted to the FIC. Payment will be made once an itemized invoice is received and work is completed satisfactorily as determined by FIC (State).





Legend  
MH 07/2020

	Paved Highway
	Mainhaul
	ROADSIDE AND UNIT PILING
	Units
	STREAMS Class I
	Class II
	OWNERSHIP IDL
	Private
	U.S.F.S.



**SCHEDULE A-2  
CONTRACT NO. 21-205  
EXCAVATOR PILING**

SUPERVISORY AREA	PROJECT NAME AND NUMBER	CONDITIONS	UNIT OF MEASURE	PRICE/UNIT OF MEASURE			TOTAL EXTENDED AMOUNT
				Slash Tons Per Acre			
BID				Light *	Mod **	Heavy ***	
Ponderosa	2020 Ponderosa Piling 41-326-704-20	>20% slope	Acres	0	0	0	\$ -
			Rate		N/A		
		<20% slope	Acres	133	0	0	
			Rate		N/A		
		Mob from Deary, ID	Miles	45			
			Rate				
Maggie Creek	Maggie Creek Slash Piling 42-285-704-20	>30% slope	Acres	0	0	0	\$ -
			Rate		N/A		
		<30% slope	Acres	0	0	301	
			Rate		N/A		
		Mob from Kamiah, ID	Miles	35			
			Rate				

- \* **LIGHT PONDEROSA:** Slash load is equal to or less than 8 tons per acre. Slash load could include scattered concentrations where the slash exceeds 8 tons per acre.
- \*\* **MOD MAGGIE CREEK:** Slash load is less than 20 tons per acre. Slash load could include scattered concentrations where the slash exceeds 20 tons per acre
- \*\*\* **HEAVY PONDEROSA:** Slash load is equal to or greater then 9 tons per acre.
- \*\*\* **HEAVY MAGGIE CREEK:** Slash load is equal to or greater then 20 tons per acre.

Slash load shall be determined by the FIC. Discrepancies shall be quantified by a transect line.

Mobilization will be reimbursed from the designation above, or the actual mileage, whichever is less, to the location designated in the project description and back.

**Please fill out ALL matrix bid prices (In Blue) for each Area (Ponderosa and/or Maggie Creek) of interest to qualify for evaluation.**

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 OF MEASURE** will be correctly extended and the corrected **TOTAL EXTENDED AMOUNT** will be the basis for award.

**NOTE:** The quantities of work to be done under this contract as set forth in Schedule A have been estimated and may not be accurate in any or all particulars. They are only for the purpose of comparing on a uniform basis the quotes offered for the work under this contract. The Contractor understands and agrees that these are estimates only and that the State shall not be responsible for any claim of profits, loss of profit or for damages because no work is ordered under certain items or because of a difference between the estimated quantities of work to be done and the actual quantities ordered by the State.

Company Name _____	Contractor's Email _____
Contractor's Name _____	Mailing Address _____
Signature _____	Contractor's Phone _____
Signed by _____	Taxpayer ID # _____
Title _____	



## **PROJECT DESCRIPTION**

### **Excavator Piling**

**SUPERVISORY AREA:** Ponderosa Supervisory Area

**PROJECT NAME:** 2020 Ponderosa Piling

**PROJECT NUMBER:** 41-326-704-20

**PROJECT ACRES:** 133 Acres

#### **PROJECT LOCATION:**

Units 1 and 2 are located approximately four (4) air miles southeast of Elk River, Idaho. Unit 3 is located approximately three (3) air miles west of Elk River, Idaho. Unit 4 is located twelve (12) air miles northeast of Southwick, Idaho. All units are located within Latah and Clearwater counties. See attached maps for project location.

#### **ACCESS:**

Access to the units is by rocky mainhaul roads and secondary dirt roads. Lowboy spots are available.

#### **AREA HISTORY:**

Units 1 (43 acres) and 2 (39 acres) were tractor logged with the Burnt Crow Timber Sale (TS-41-4310). Unit 3 (alternate 4 acres) was tractor logged with the Out Standing Oviatt Timber Sale (TS-41-4187). Unit 4 (47 acres) was tractor logged with the Alder Pole Timber Sale (TS-41-4269).

#### **TREATMENT TYPE:**

Slash shall be piled with an excavator. Work may occur on slopes up to forty-five percent (45%). The average slope is twenty-six percent (26%). The excavator must be capable of operating off-road on these slopes.

#### **TECHNICAL SPECIFICATIONS:**

**BOUNDARIES:** Piling area boundaries follow roads and/or are marked with blue flagging.

**PILING REQUIREMENTS:** Slash is those limbs equal to or less than 3 inches in diameter and greater than or equal to 4 feet in length. Large diameter woody material, 6 inches or greater on the small end, should be left on site and not piled, especially partially decomposed material. Hardwood brush species are those types of woody shrubs found in the forest setting (such as ninebark, ocean spray, rocky mountain maple, wild rose, etc.) shall be piled as directed by the FIC. Piling shall take place during periods of low soil moisture to avoid deep soil disturbance and rutting. Piles shall be higher than their width, reasonably compact and free of soil and noncombustible material to facilitate burning. Piles shall be of a size and location that will not impair road use or result in damage to residual timber.

Piling may also include construction of fuel breaks (with or without associated machine constructed fire line) along harvest unit boundaries and will be paid at the contracted rates based on length and width (area) piled.

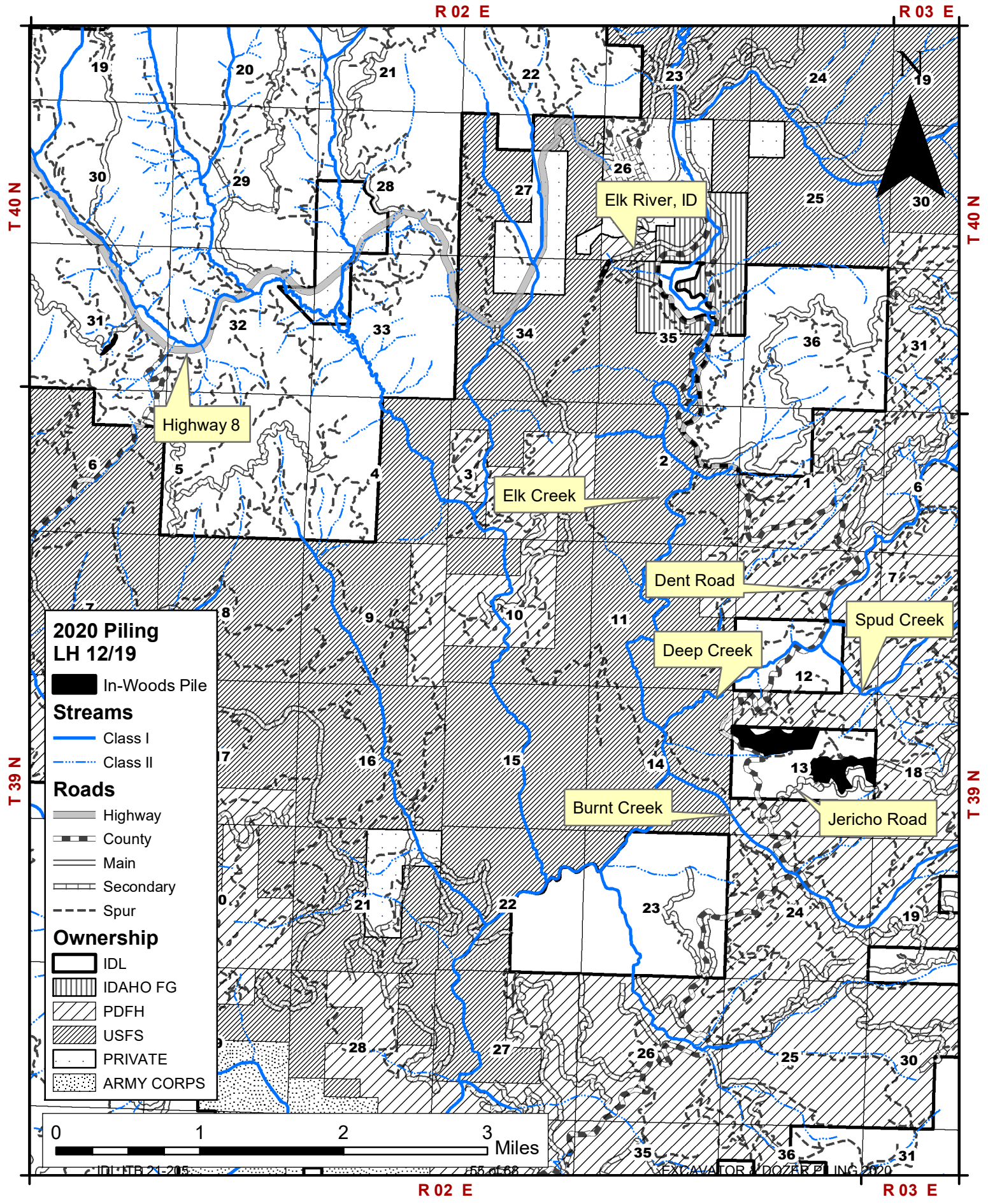
#### **PERIOD OF PERFORMANCE:**

Contract work may commence after the contractor has received a signed copy of the contract and has had a pre-work conference with the FIC. Contract work will not start before June 1, 2020 unless the FIC grants approval in writing.

**Special notes:** Piling in units 1-4 must be completed by October 15, 2020 unless the FIC grants approval in writing.

**CONTRACT PAYMENT:**

Invoices for payment will be submitted to the FIC. Payment will be made in installments as each unit is satisfactorily completed.



**2020 Piling  
LH 12/19**

- In-Woods Pile

**Streams**

- Class I
- Class II

**Roads**

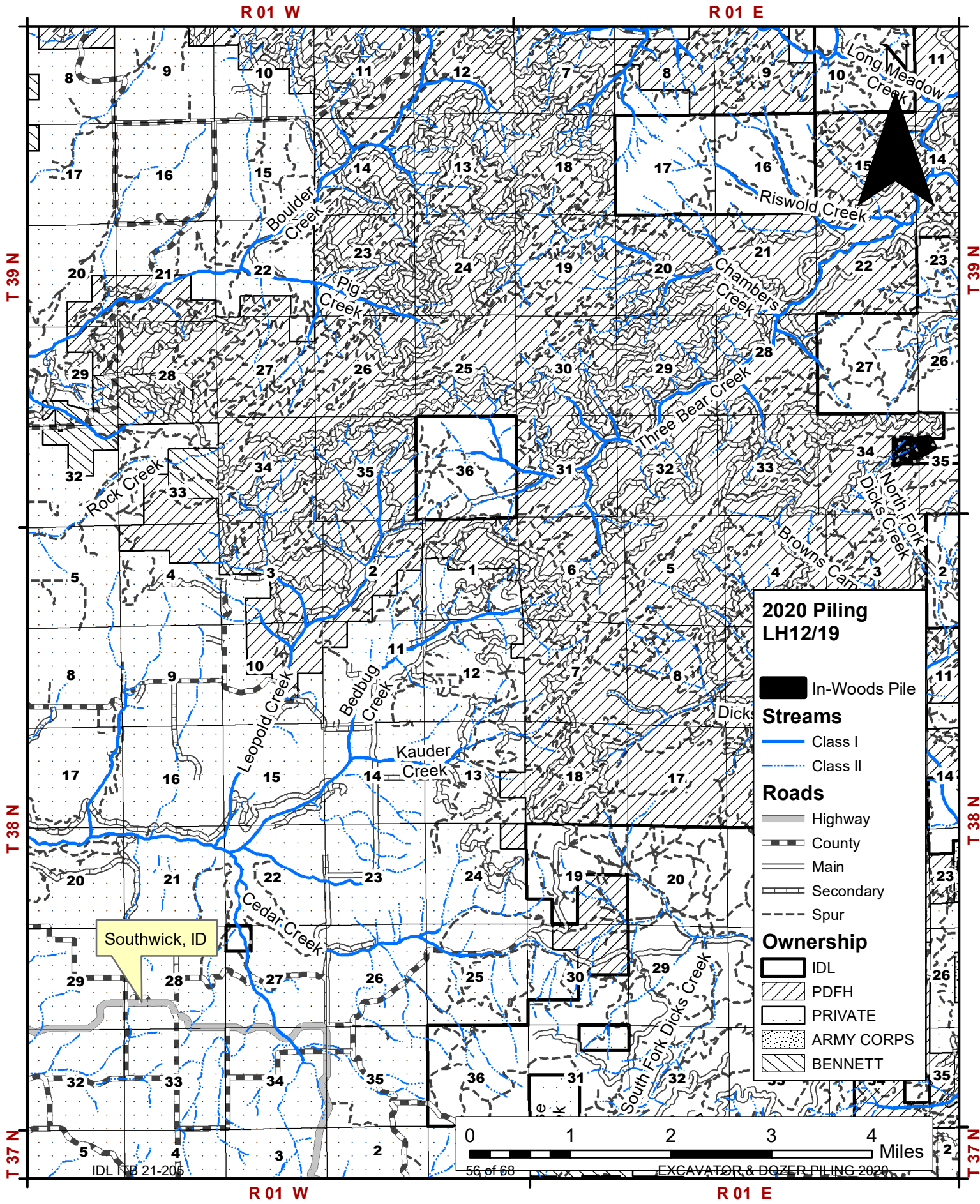
- Highway
- County
- Main
- Secondary
- Spur

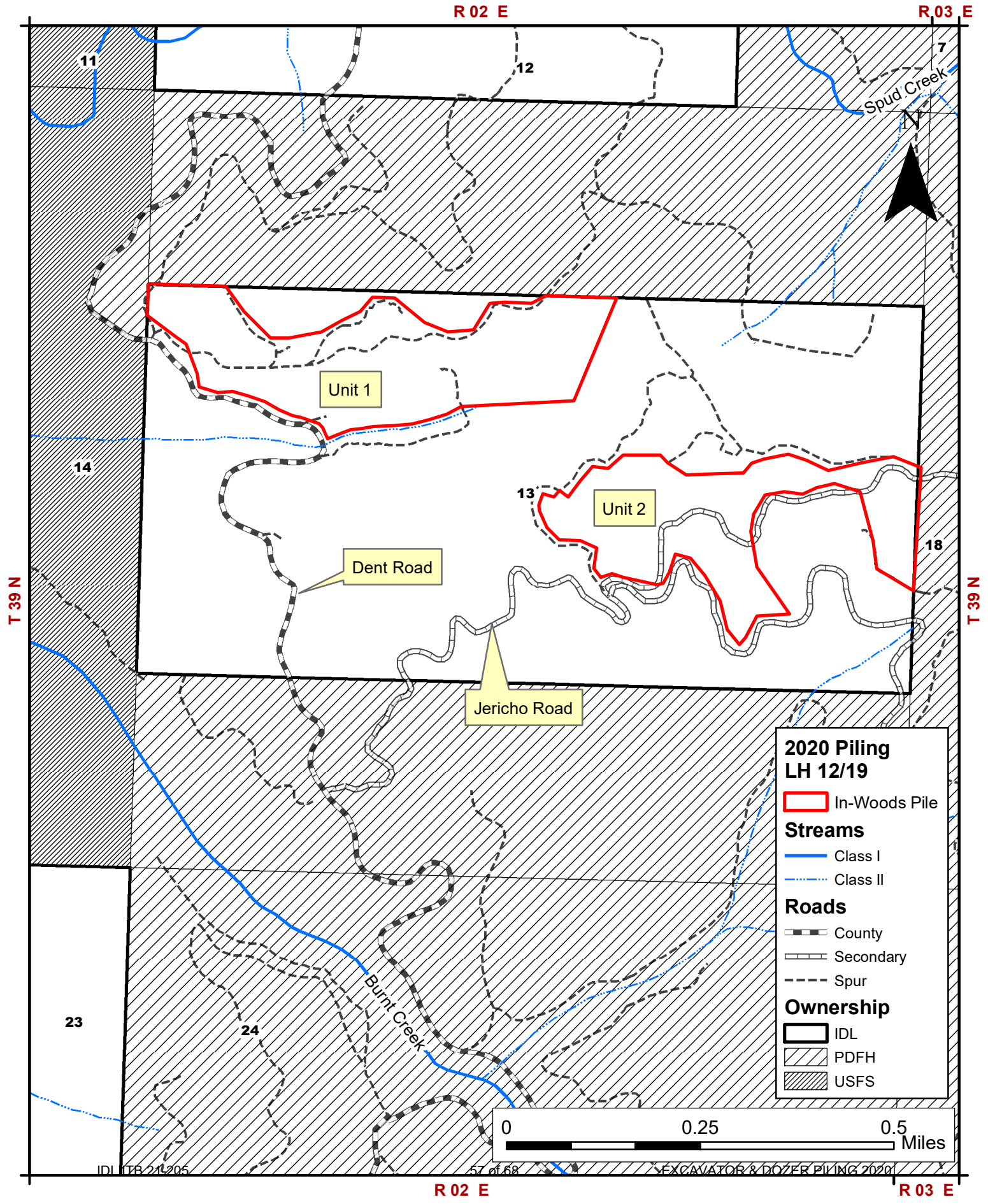
**Ownership**

- IDL
- IDAHO FG
- PDFH
- USFS
- PRIVATE
- ARMY CORPS

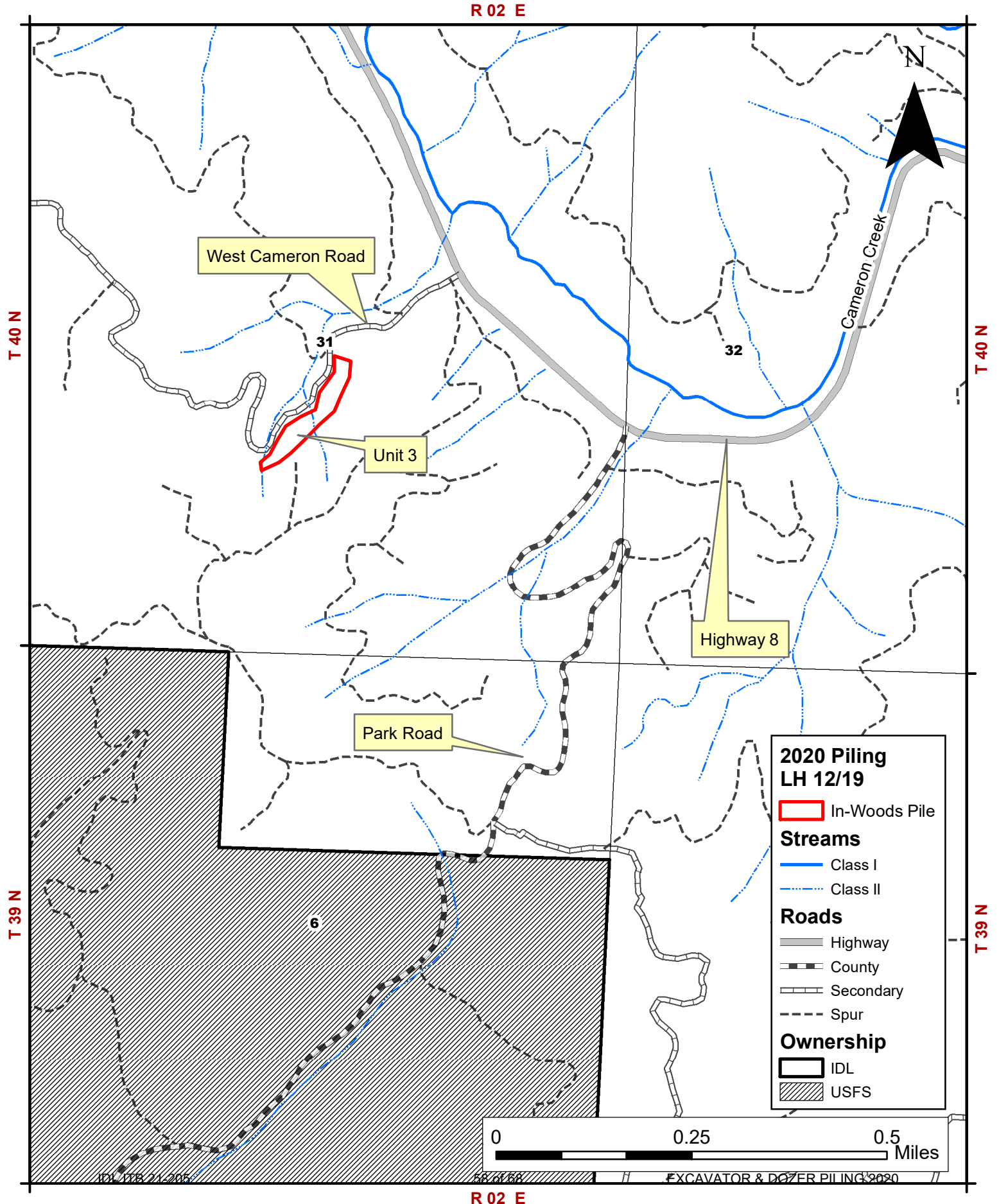


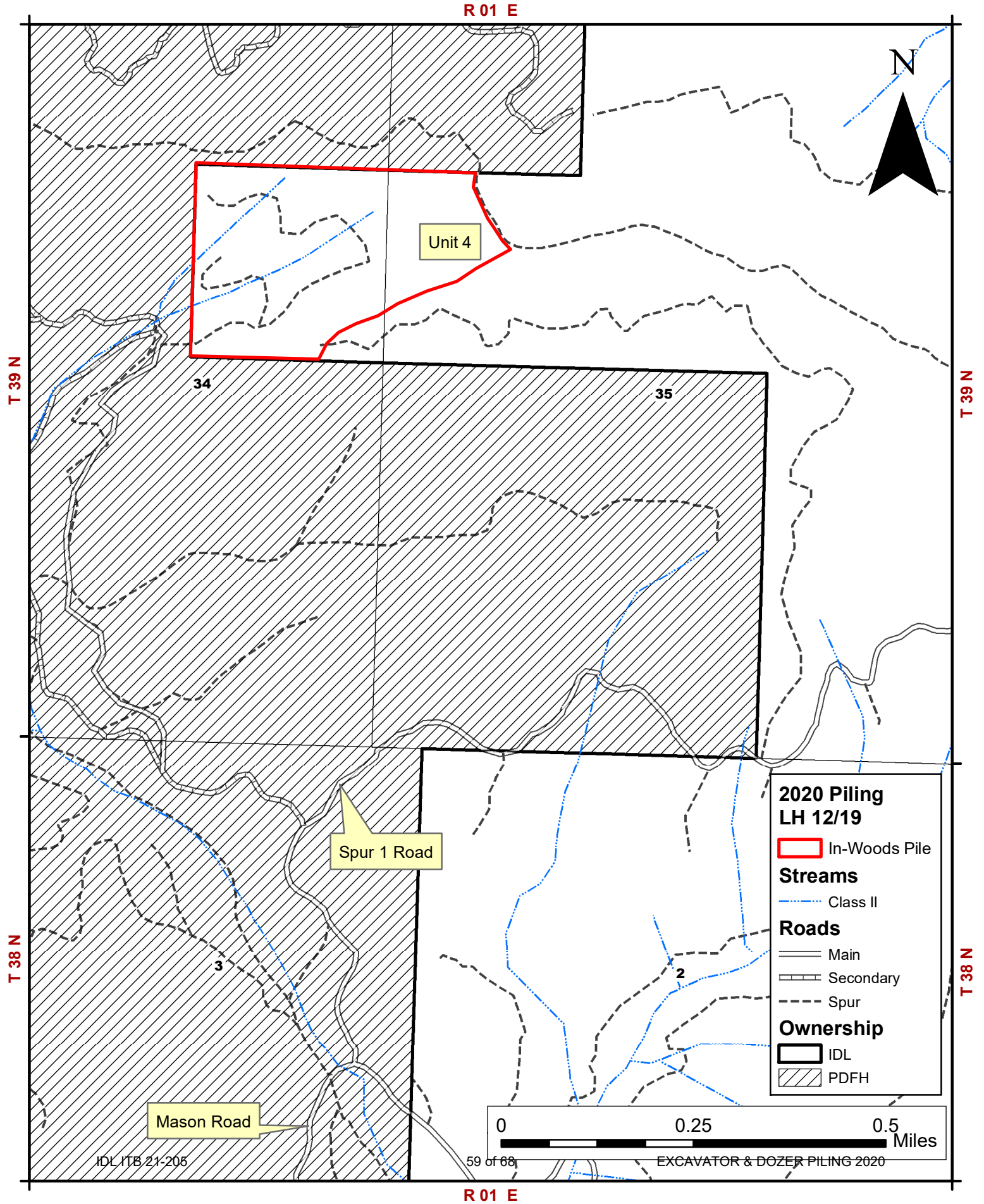












## **PROJECT DESCRIPTION**

### **Excavator Piling**

**SUPERVISORY AREA:** Maggie Creek Supervisory Area

**PROJECT NAME:** Maggie Creek Slash Piling

**PROJECT NUMBER:** 42-285-704-20

**PROJECT ACRES:** 301 Acres

#### **PROJECT LOCATION:**

Unit 1 is located approximately three (3) air miles northeast of Weippe, Idaho. Unit 2 is located approximately six (6) air miles east of Weippe, Idaho. Unit 3 is located approximately eight (8) air miles southeast of Weippe, Idaho (see attached project maps).

#### **ACCESS:**

Access to the units is via surfaced mainhaul and secondary roads, and also unsurfaced spur roads. Lowboy access points are available.

#### **TREATMENT TYPE:**

The purpose of this project is to pile slash resulting from timber harvest activities. Slash shall be piled with an excavator. Work may occur on slopes up to forty-five percent (45%). The excavator must be capable of operating off-road on these slopes.

#### **UNIT DESCRIPTIONS**

Unit 1 (126 acres) was shovel and tractor logged as part of the Pulp Fiction timber sale (TS424195). This unit was clearcut, so slash load is heavy and continuous (31 tons per acre). The slope of the unit is moderate with an average of approximately 20%.

Units 2 (75 acres) and 3 (100 acres) were shovel and tractor logged as part of the Endless Pulp timber sale (TS424240). Unit 2 was clearcut and contains heavy, continuous slash (26 tons per acre). Unit 3 was also clearcut and also contains heavy, continuous slash (32 tons per acre). Unit 2 has an average slope of approximately 20% and unit 3 has an average slope of approximately 25%.

#### **TECHNICAL SPECIFICATIONS:**

**BOUNDARIES:** Piling area boundaries follow roads and/or are marked with orange flagging.

**PILING REQUIREMENTS:** Slash is those limbs equal to or less than 3 inches in diameter and greater than or equal to 4 feet in length. Large diameter woody material, 6 inches or greater on the small end, should be left on site and not piled, especially partially decomposed material. Hardwood brush species are those types of woody shrubs found in the forest setting (such as ninebark, ocean spray, rocky mountain maple, wild rose, etc.) shall be piled as directed by the State (Forester-in-charge). Piling shall take place during periods of low soil moisture to avoid deep soil disturbance and rutting. Piles shall be higher than their width, reasonably compact and free of soil and noncombustible material to facilitate burning. Piles shall be of a size and location that will not impair road use or result in damage to residual timber.

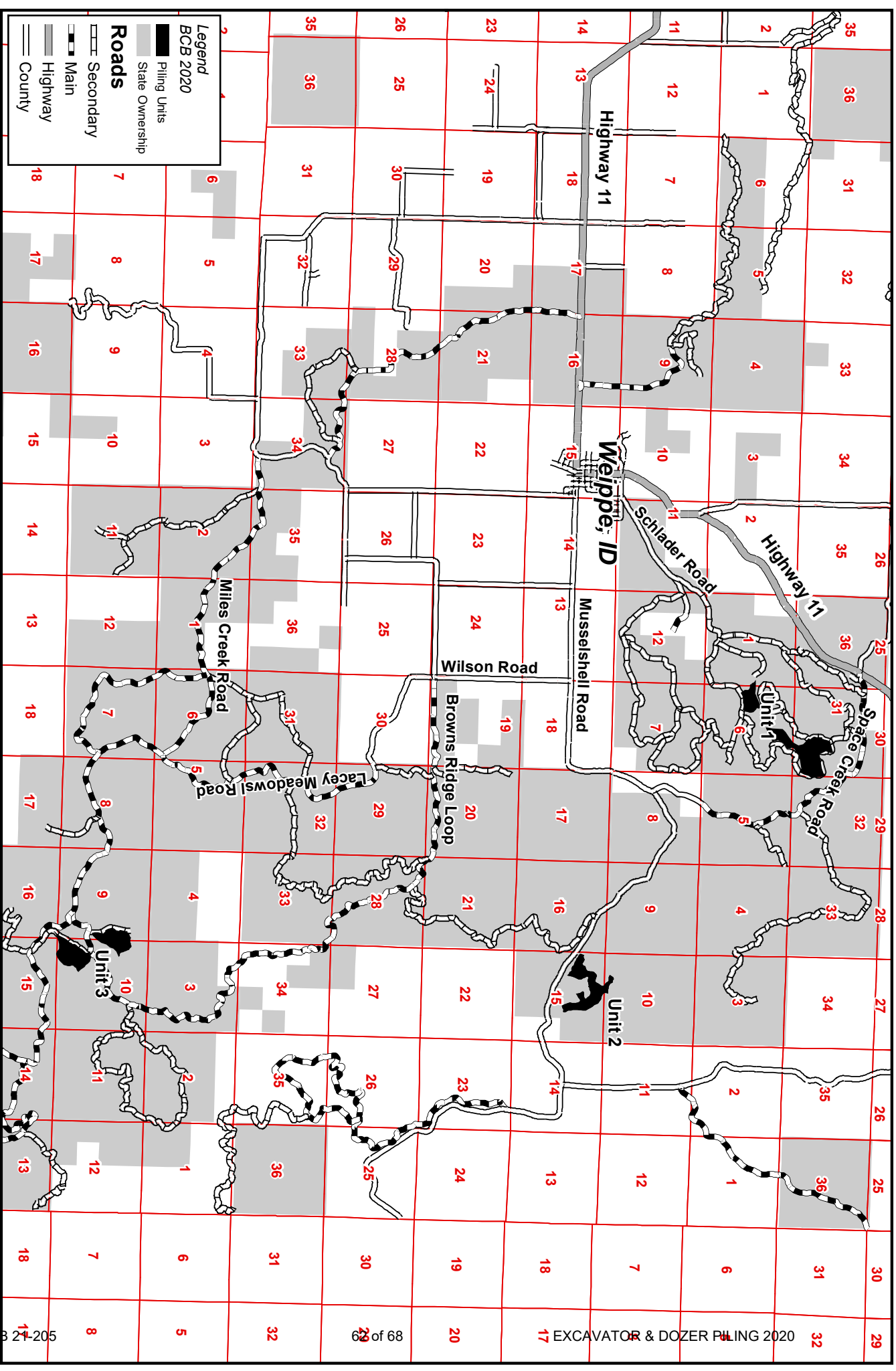
#### **PERIOD OF PERFORMANCE:**



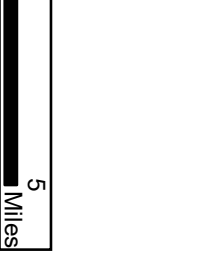
Contract work may commence after the contractor has received a signed copy of the contract and has had a pre-work meeting with the Forester-in-Charge (FIC). Contract work will not start before June 1, 2020 unless the FIC grants approval in writing. All contract work must be completed before November 30, 2020.

**CONTRACT PAYMENT:**

Invoices for payment will be submitted to the FIC. Payment will be made in installments as each unit is satisfactorily completed.



**MAGGIE CREEK SLASH PILING**  
**YEAR: 2020**  
**Project No: 42-285-704-20**



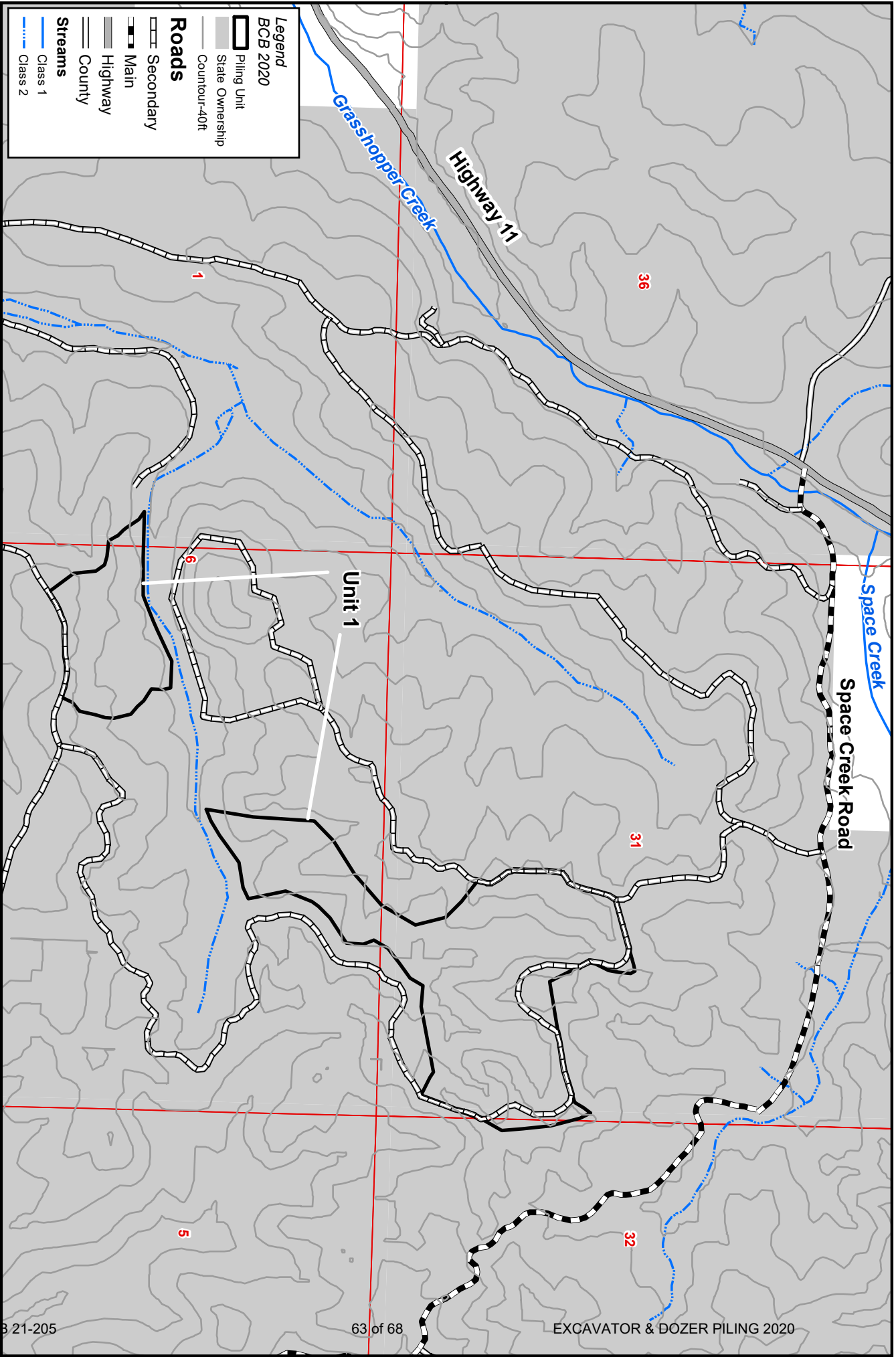
**Vicinity Map**  
**1 of 4**





**MAGGIE CREEK SLASH PILING**  
**YEAR: 2020**  
**Project No: 42-285-704-20**

**Unit 1 Map**  
**2 of 4**



**Legend**  
BCB 2020

- Piling Unit
- State Ownership
- Countour-40ft

**Roads**

- Secondary
- Main
- Highway
- County

**Streams**

- Class 1
- Class 2





**MAGGIE CREEK SLASH PILING**  
**YEAR: 2020**  
**Project No: 42-285-704-20**

**Legend**

**BCB 2020**

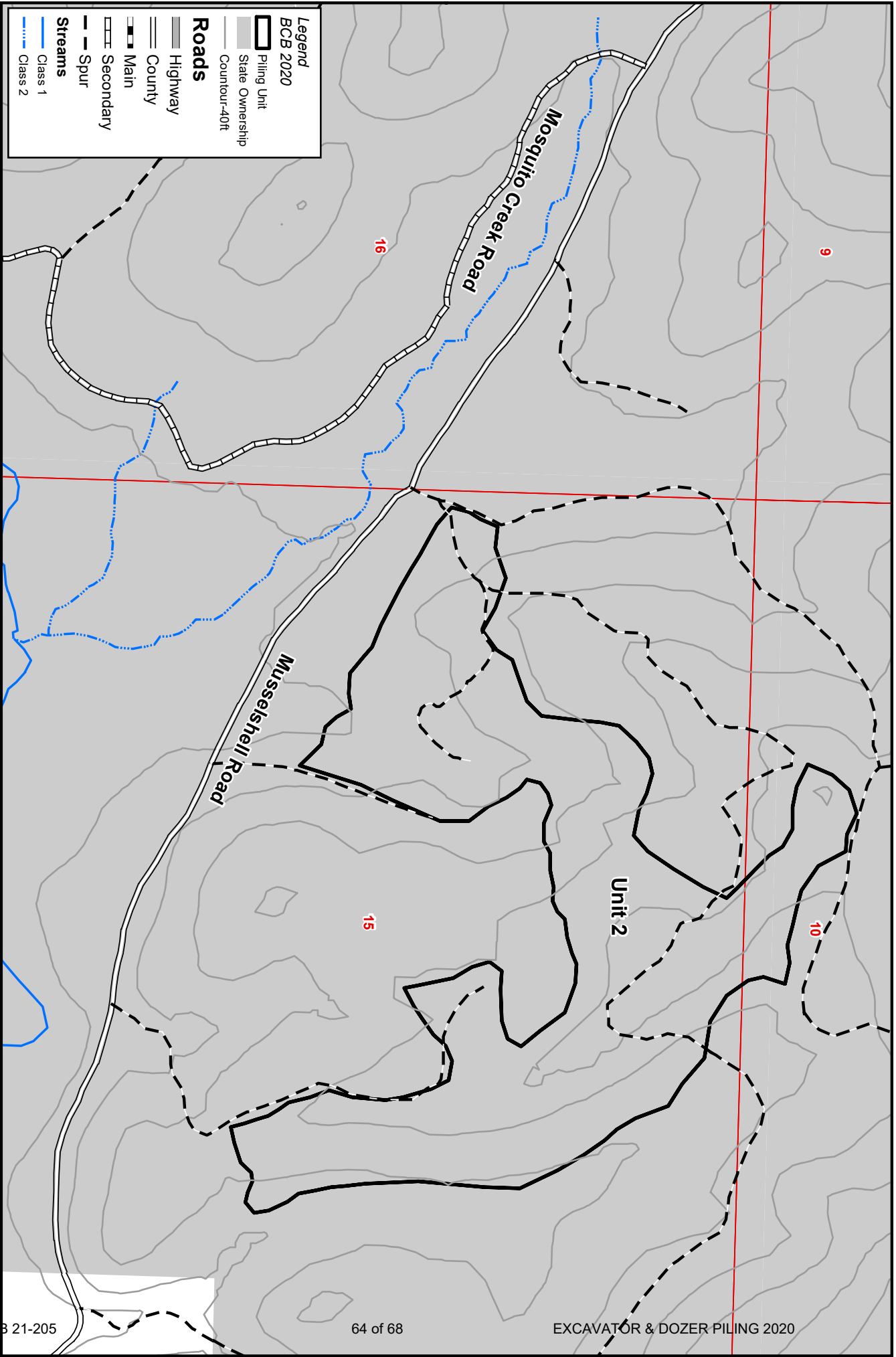
- Piling Unit
- State Ownership
- County-40ft

**Roads**

- Highway
- County
- Main
- Secondary
- Spur

**Streams**

- Class 1
- Class 2

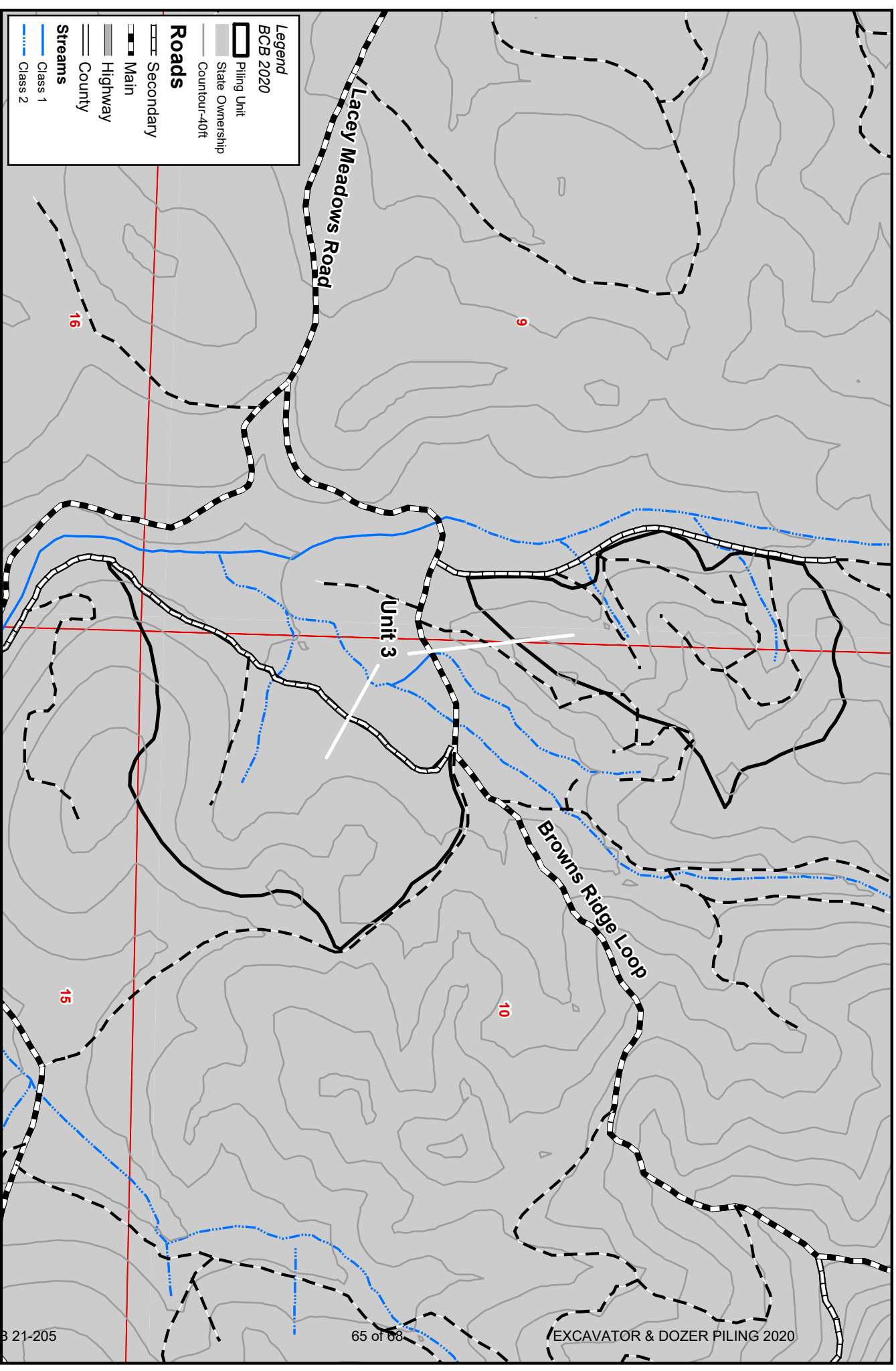


**Unit 2 Map**  
**3 of 4**





**MAGGIE CREEK SLASH PILING**  
**YEAR: 2020**  
**Project No: 42-285-704-20**



**Unit 3 Map**  
**4 of 4**



**ATTACHMENT 4**  
**AFFIDAVIT OF COMPLIANCE**  
**TO BE SUBMITTED WITH FINAL INVOICE**

STATE OF                    )  
                                  ) ss.  
COUNTY OF                )

TO: IDAHO DEPARTMENT OF LANDS

In conjunction with contract number (21-205), project number (\_\_\_\_\_)

I, (\_\_\_\_\_), of (\_\_\_\_\_), do state that I:

- a) paid minimum wage;
- b) complied, to the best of my knowledge, with all labor laws;
- c) paid all debts incurred as a result of this contract; and
- d) relinquish any further claims against the State of Idaho under this contract, pending final payment for contract services rendered.

\_\_\_\_\_

Affiant

Subscribed and sworn to me before this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_

Residing at \_\_\_\_\_

My commission expires on \_\_\_\_\_



**EXCAVATOR & DOZER PILING 2020**  
**ITB 21-205**  
**ATTACHMENT 2-BIDDER QUESTIONS**

PLEASE DO NOT IDENTIFY YOUR NAME OR YOUR COMPANY'S NAME OR PRODUCT NAMES OF INTELLECTUAL PROPERTY IN YOUR QUESTIONS.

ADD ROWS BY HITTING THE TAB KEY WHILE WITHIN THE TABLE AND WITHIN THE FINAL ROW.

The following instructions must be followed when submitting questions using the question format on the following page.

1. DO NOT CHANGE THE FORMAT OR FONT. Do not bold your questions or change the color of the font.
2. Enter the solicitation section number that the question is for in the "Solicitation Section" field (column 2). If the question is a general question not related to a specific section, enter "General" in column 2. If the question is in regards to an IDL Contract Term or Condition, state the clause number in column 2. If the question is in regard to an attachment, enter the attachment identifier in column 2, and the attachment page number in column 3.
3. Do not enter text in the "Response" field (column 5). This is for the IDL's responses only.
4. Once completed, this form is to be e-mailed per the instructions in the solicitation. The e-mail subject line is to state the solicitation number followed by "Questions."

	Solicitation Section	Page #	Question	Response
1				
2				
3				
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