October 24, 2017

The Upper Clark Fork Watershed Restoration Coalition is requesting bids for vegetative management work within the Deer Lodge Valley. These projects are located in the Cook, Girard, Dry Cottonwood and Sand Hollow drainages. This work involves precommercial thinning, conifer and decadent aspen removal from aspen clones and removal of conifers from historic grasslands. Slash created by these operations may be disposed of either by mastication or piling and burning. Funding to accomplish these projects is provided by Montana’s Natural Resource Damage Program and the Natural Resource Conservation Services EQIP program.

Copies of the bid package can be obtain by emailing Susie.johnson@mt.nacdnet.net or at the project walk through, Thursday, November 2nd, 2017. When the successful bidder has been selected, the request for bid will become the project contract. If you have any questions concerning these projects please feel free to call Fred Staedler, WRC forester, at 560-3723.

A tour of the projects is planned for Thursday November 2nd, 2017. We will meet at Uncle Buck’s store, Warm Springs Montana, 10:00 hours. I look forward to seeing you there. All bids will be due by November 24, 2017.

Fred Staedler

WRC Forester
# IFB and Project Contract

**Title:** Deer Lodge South Vegetative Management

**IFB Due Date and Time:** November 24, 2017 at 3:00 pm  
**Number of Pages:** __34__

## ISSUING PARTY INFORMATION

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<th>Issue Date: October 23, 2017</th>
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<tr>
<td>Watershed Restoration Coalition</td>
<td></td>
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<tr>
<td><strong>PHYSICAL ADDRESS</strong></td>
<td><strong>MAILING ADDRESS</strong></td>
</tr>
<tr>
<td>1002 Hollenback Rd.</td>
<td>1002 Hollenback Rd.</td>
</tr>
<tr>
<td>Deer Lodge Mt. 59722</td>
<td>Deer Lodge Mt. 59722</td>
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| Watershed Restoration Coalition                             |                               |
| Phone: (406) 415-4043                                      |                               |
| Fax: (855) 510-7027                                        |                               |
| Website: susie.johnson@mt.nacdnet.net                       |                               |

## INSTRUCTIONS TO BIDDERS

**COMPLETE THE INFORMATION BELOW AND RETURN THIS PAGE WITH YOUR BID AND ANY REQUIRED DOCUMENTS TO THE ADDRESS LISTED ABOVE UNDER "ISSUING AGENCY INFORMATION."**

**Mark Face of Envelope/Package:**

**IFB Number:** Deer Lodge South Vegetative Management  
**IFB Due Date:** __November 24, 2017__

**Special Instructions:**

**BIDDERS MUST COMPLETE THE FOLLOWING**

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<td>Authorized Bidder Signatory:</td>
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<td>(Please print name and sign in ink)</td>
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<tr>
<td>Bidder Phone Number:</td>
<td>Bidder FAX Number:</td>
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<tr>
<td>Bidder E-mail Address:</td>
<td>Bidder Federal Tax ID#:</td>
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**IMPORTANT:** SEE STANDARD TERMS AND CONDITIONS
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Standard Terms and Conditions

By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES: The Watershed Restoration Coalition (WRC) reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the WRC. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the WRC, or their authorized agents, access to any records necessary to determine contract compliance.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the WRC’s solicitation document and a vendor’s response, the language contained in the WRC’s original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor’s disqualification.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the WRC.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504, prevailing State wages of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. The contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing the contract. This IFB incorporates the Montana Prevailing Wage Rates – Heavy Construction Services 2017 (pages 1 to 14, inclusive), available at http://erd.dli.mt.gov/Portals/54/Documents/Labor-Standards/dli-erd-ls160.pdf?ver=2017-01-06-075124-423.

For forestry projects, Contractor must comply with all applicable laws, including the Streamside Management Zone Act and Fire Hazard Reduction laws of the State of Montana. The Contractor assumes all responsibility for compliance with the law, and under no circumstances is the landowner or WRC responsible for such compliance.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the WRC or its representative, and consented to in writing by an authorized NRDP representative. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor’s expense.

DISABILITY ACCOMMODATIONS: Neither the State of Montana nor the WRC discriminates on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.
FACSIMILE RESPONSES: Facsimile responses will be accepted for invitations for bids, small purchases, or limited solicitations ONLY if they are completely received by the WRC prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the WRC.

FAILURE TO HONOR BID/PROPOSAL: If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or fails to deliver in accordance with the contract terms and conditions, the WRC may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the WRC.

FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party is using its best efforts to remedy such failure or delays.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save the State of Montana and its officials, agents, and employees, the WRC, its officials, agents, and employees, and the landowners and their officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor’s employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of any of the indemnified parties, under this agreement. As referred to throughout this document, “landowners” includes H Double C, LLC, Lampert Ranch, R bar N Ranch (Richard & Nancy Cline), and Montana Department of Natural Resources & Conservation.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor’s risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the WRC is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate WRC payments. As a public works contract, WRC will withhold at least $1,000 of the contract price at all times until the termination of the public works contract. One percent (1%) of all payments due the contractor as the statutory Gross Receipts Tax shall be withheld from all payments. In like fashion, the contractor is required to withhold one percent (1%) from payments to subcontractors.

REDUCTION OF FUNDING: The WRC must terminate this contract if funds are not appropriated or otherwise made available to support the WRC’s continuation of performance in a subsequent fiscal period.

REFERENCE TO CONTRACT: The contract or purchase order number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the contract.

REGISTRATION WITH THE SECRETARY OF STATE: Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.
If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at http://sos.mt.gov.

**SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

**SOLICITATION DOCUMENT EXAMINATION:** Vendors shall promptly notify the WRC of any ambiguity, inconsistency, or error which they may discover upon examination of a solicitation document.

**TAX EXEMPTION:** The Watershed Restoration Coalition is a 501 C 3 nonprofit and is exempt from Federal Excise Taxes.

**TERMINATION OF CONTRACT:** Unless otherwise stated, the WRC may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to fully and properly perform the contract.

**U.S. FUNDS:** All prices and payments must be in U.S. dollars.

**VENUE:** This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the Third Judicial District in and for the County of Powell, State of Montana, and each party shall pay its own costs and attorney fees.

**WARRANTIES:** The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship, and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the WRC. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance, and/or use desired. Exceptions will be rejected.

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Revised 2/10
SECTION 1: GENERAL REQUIREMENTS

1.0 INTRODUCTION

This contract is being accomplished under contract to, and on behalf of, the State of Montana through its Natural Resource Damage Program (NRDP). Under that contract, the Watershed Restoration Coalition (hereinafter referred to as WRC) is soliciting bids for Vegetative Management. A more complete description of the supplies and/or services sought is provided in Section 4 of this IFB. Bids submitted in response to this solicitation must comply with the instructions and procedures contained herein, as well as all applicable provisions of Montana and Federal law.

1.1 CONTRACT TERM

The contract term is for a period of **November 24, 2017 to October 15, 2019**

1.2 INSTRUCTIONS TO BIDDERS

1.2.1 Contact Information. Contact information is as follows:

- Business Contact; Susie Johnson
- Contract Contact; Fred Staedler
- Address: 1002 Hollenback Road
  Deer Lodge Montana 59722
- Telephone Number: 406-415-4043 Business Contact
  406-560-3723 Contract Contact
- Fax Number: 855-510-7027
- E-mail Address: susie.johnson@mt.nacdnet.net

1.2.2 Examination of Solicitation Documents and Explanation to Bidders. Bidders are responsible for examining the solicitation documents and any addenda issued to become informed as to all conditions that might in any way affect the cost or performance of any work. Failure to do so will be at the sole risk of the bidder. Should the bidder find discrepancies in or omissions from the solicitation documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the solicitation documents, the bidder shall promptly notify the WRC business office in writing. The bidder making such requests will be solely responsible for its timely receipt by the WRC. Replies to such notices may be made in the form of an addendum to the solicitation.

1.2.3 Interpretation or Representations. The WRC assumes no responsibility for any interpretation or representations made by any of its officers or agents unless interpretations or representations are incorporated into a formal written addendum to the solicitation.

1.2.4 Acknowledgment of Addendum. If the IFB is amended, then all terms and conditions which are not modified remain unchanged. It is the bidder's responsibility to keep informed of any changes to the solicitation. **Bidders must sign and return with their bid and Acknowledgment of**
Addendum for any addendum issued. Bids that fail to include an Acknowledgment of Addendum may be considered nonresponsive.

1.2.5 Extension of Prices. In the case of error in the extension of prices in the bid, the unit price will govern. In a lot bid, the lot price will govern.

1.2.6 Bid Preparation Costs. The costs for developing and delivering responses to this IFB are entirely the responsibility of the bidder. Neither the State of Montana nor the WRC is liable for any expense incurred by the bidder in the preparation and presentation of their bid or any other costs incurred by the bidder prior to execution of a purchase order or contract.

1.2.7 Form of Questions. Bidders having questions or requiring clarification or interpretation of any section within this IFB must address these issues via e-mail or in writing to the WRC business office listed above on or before November 17, 2017 no later than 2:00 p.m., Mountain Time. Bidders are to submit questions in writing or by calling (406) 415-4043 or 406-560-3723. Clear reference to the section, page, and item in question must be included. Questions received after the deadline may not be considered.

1.2.8 WRC’s Response. The WRC’s response will be by written addendum. Any other form of interpretation, correction, or change to this IFB will not be binding upon the WRC. Bidders shall sign and return with their IFB response an Acknowledgment of Addendum for any addendum issued.

1.3 BID SUBMISSION

1.3.1 Bids Must Be Sealed and Labeled. Bids must be sealed and labeled on the outside of the package to clearly indicate that they are in response to Deer Lodge South Vegetative Management attn.; Susie Johnson. Bids must be received at the receptionist’s desk of the WRC prior to 3:00 pm on November 24, 2017. All prices and notations must be printed in ink or typewritten. Errors should be crossed out, corrections entered, and initialed by the person signing the bid.

1.3.2 Late Bids. Regardless of cause, late bids will not be accepted and will automatically be disqualified from further consideration. It shall be the bidder’s sole risk to assure delivery at the receptionist’s desk at the designated office by the designated time. Late bids will not be opened and may be returned to the bidder at the expense of the bidder or destroyed if requested.

1.3.3 Bidder’s Signature. The solicitation must be signed in ink by an individual authorized to legally bind the business submitting the bid. The bidder’s signature on a bid in response to this IFB guarantees that the offer has been established without collusion and without effort to preclude the WRC from obtaining the best possible supply or service.

1.4 CHANGE OR WITHDRAWAL OF BIDS
1.4.1 Change or Withdrawal PRIOR to Bid Opening. Should any bidder desire to change or withdraw a bid prior to the scheduled opening, the bidder may do so by making such request in writing to the WRC address listed above. This communication must be received prior to the date and hour of the bid opening by a request in writing or facsimile to the procurement officer (e-mail notices containing prices are not allowed and will be disqualified).

1.5 BID AWARDS

1.5.1 Basis for Award. Bid award, if made, will be to the responsive and responsible bidder who offers the lowest total per acre price to the WRC in accordance with specifications set forth in the invitation for bid.

1.5.2 Rejection of Bids. While the WRC has every intention to award a contract as a result of this IFB, issuance of the IFB in no way constitutes a commitment by the WRC to award and execute a contract. Upon a determination such actions would be in its best interest, the WRC, in its sole discretion, reserves the right to:

- Cancel or terminate this IFB;
- Waive any undesirable, inconsequential, or inconsistent provisions of this IFB which would not have significant impact on any bid; or
- If awarded, terminate any contract if the WRC determines adequate funds are not available.

SECTION 2: DELIVERY REQUIREMENTS

2.0 DELIVERY REQUIREMENTS

2.0.1 Delivery Date. The DELIVERY DATE space on the cover sheet must be completed to indicate day, month, and year, or a specific number of days after receipt of order (ARO). Failure to comply with the requirements may invalidate a bidder’s quotation for any or all items.


SECTION 3: SPECIAL TERMS AND CONDITIONS

3.0 PREFERENCE NOT APPLIED

Reciprocal preference will not be applied to these projects.
3.1 ON-SITE REQUIREMENTS/CLEANUP

Each potential contractor should visit the job site to verify measurements and to become fully aware of the conditions relating to the project and the labor requirements. Failure to do so will not relieve the successful contractor of their obligation to furnish all materials and labor necessary to carry out the provisions of the contract. A tour of the projects sites will be held on Thursday November 2nd. Interested bidders should meet at Uncle Bucks store, Warm Springs Montana at 10:00 am.

The Contractor shall adequately protect the work, adjacent property, and the public in all phases of the work. The Contractor shall be responsible for all damages or injury due to their action or neglect.

The Contractor shall maintain access to all phases of the project pending inspection by the WRC or the State of Montana, or their representatives.

All work rejected as unsatisfactory shall be corrected prior to final inspection and acceptance.

The Contractor shall respond within seven calendar days after notice of observed defects has been given and shall proceed to immediately remedy these defects. Should the Contractor fail to respond to the notice or not remedy the defects, the WRC may have the work corrected solely at the Contractor’s expense.

At the end of each day, the Contractor shall be responsible for picking up and properly disposing of all trash generated as a result of the Contract Agreement. This includes any camps made by the Contractor’s personnel. Cleanup shall be done to the satisfaction of the Contract Supervisor.

In terms of cleanup, the Contractor shall:

(A) Keep the premises free from debris and accumulation of waste;
(B) Clean up any oil or fuel spills;
(C) Keep machinery clean and free of weeds;
(D) Perform finishing site preparation to limit the spread of noxious weeds before final payment by the WRC; and
(E) Remove all construction equipment, tools, and excess materials before final payment by the WRC.

3.2 Fire Protection

(A) The Contractor is required to conduct their operation in accordance with the Montana Forest Fire Regulations, Attachment C.

(B) The cost of suppressing fires caused by negligence or fault in the Contractor’s operation shall be borne by the Contractor. The Contractor shall also be liable for property and resource damage resulting from these fires.

3.3 Subcontract Agreement
(A) The Contractor shall not, without written approval from the contract Supervisor, enter into any subcontract relating to the performance of the contract.

(B) All laws, rules, and regulations pertaining to the Contract Agreement will also apply to any subcontracts.

### 3.4 MEETINGS

The Contractor is required to meet with the WRC’s designated representative to resolve technical or contractual problems that may occur during the term of the contract or to discuss the progress made by Contractor and the WRC in the performance of their respective obligations, at no additional cost to the WRC. Meetings will occur as problems arise and will be coordinated by the WRC. The Contractor will be given a minimum of three full working days notice of meeting date, time, and location. Face-to-face meetings are desired. However, at the Contractor’s option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two consecutive missed or rescheduled meetings, or to make a good faith effort to resolve problems, may result in termination of the contract.

### 3.5 COMPLIANCE WITH WORKERS’ COMPENSATION ACT

Contractors are required to comply with the provisions of the Montana Workers’ Compensation Act while performing work for the WRC in accordance with the sections 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers’ compensation insurance, an independent contractor exemption, or documentation of corporate officer status. Neither the Contractor nor its employees are employees of the WRC. This insurance/exemption must be valid for the entire term of the contract. A renewal document must be sent to the WRC 1002 Hollenback Road, Deer Lodge, Montana 59722, upon expiration.

### 3.6 INSURANCE REQUIREMENTS

Without limiting any of the other obligations or liabilities of the Contractor, Contractor shall secure and maintain insurance from an insurance company (or companies) authorized to write insurance in the State of Montana, with minimum “A.M. Best Rating” of A-VI, as will protect the Contractor, the vicarious acts of subcontractors, the State of Montana, WRC, their elected and appointed officials, agents, and employees and the Engineer and their agents and employees from claims for bodily injury, death, personal injury, property damage, contractual liability, and financial or other loss of any kind that in any way, directly or indirectly, arise or allegedly arise out of or in connection with this Contract. This provision requires Contractor to purchase and maintain general liability insurance that includes protection for Contractor’s (and its subcontractors’) acts or omissions, alleged acts or omissions, negligent conduct, and alleged negligent conduct. Contractors insurance shall name H Double C, Lampert Ranch, R bar N Ranch and Montana Department of Natural Resources and Conservation as additional insured. Contractor shall not commence work under this Contract until the insurance has
been obtained and certificates of insurance, with binders, or certified copies of the insurance policy shall have been filed with WRC, NRDP, and Engineer.

All insurance coverages must remain in effect throughout the life of the Contract, except that the Contractor shall maintain the Commercial General Liability Policy including product and completed operations coverage for a period of at least one year following the substantial completion date for property damage resulting from occurrences during the agreement period. Contractor agrees that it will not terminate or modify any of the insurance coverage, or allow any of it to be terminated or modified, without first having notified in writing all of the insureds, including additional insureds, and obtained their written permission to do so.

Contractor shall deliver to WRC and NRDP, with copies to each named insured and additional insured (as identified in this Contract), copies of the insurance policies that Contractor has obtained.

**Contractor's Insurance**

Automobile Liability. For the duration of this Contract and for a period of at least one year after Final Payment, Contractor shall purchase and maintain project specific business automobile liability insurance covering any automobile—including all owned, hired and non-owned automobiles – used in connection with Contractor’s business. Business automobile liability insurance shall be written on a standard ISO form or other form providing equivalent liability coverage. Contractor may purchase and maintain non-project specific business automobile liability insurance, but only if the limits of the insurance apply separately to the project location or are twice the limits stated below. Contractor shall require each of its sub-contractors to purchase and maintain identical business automobile liability insurance.

The Contractor’s insurance coverage shall name the Engineer and Engineer’s Consultants, Landowner, State of Montana, WRC, and associated officers, officials, employees and volunteers of above entities as an additional insured under Commercial General Liability, Automobile Liability, Excess or Umbrella policies.

The limits of liability for the insurance required shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers’ Compensation, and related coverages:

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<thead>
<tr>
<th>State:</th>
<th>Statutory</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal, if applicable (e.g., Longshoreman's):</td>
<td>Statutory</td>
</tr>
<tr>
<td>Bodily injury by accident, each accident</td>
<td>$ _____________</td>
</tr>
<tr>
<td>Bodily injury by disease, aggregate</td>
<td>$ _____________</td>
</tr>
</tbody>
</table>

Employer’s Liability: $ 500,000

Bodily injury, each accident $ _____________
2. Contractor’s Commercial General Liability:

   General Aggregate $ 2,000,000

   Products - Completed Operations Aggregate $ 2,000,000

   Personal and Advertising Injury $ ________________

   Each Occurrence (Bodily Injury and Property Damage) $ 1,000,000

3. Automobile Liability:

   Bodily Injury:
   Each person $ 500,000
   Each accident $ 1,000,000

   Property Damage:
   Each accident $ 1,000,000

   [or]
   Combined Single Limit of $ 1,000,000

4. Excess or Umbrella Liability:

   Per Occurrence $ 1,000,000

   General Aggregate $ 2,000,000

Contractor shall purchase and maintain property insurance upon the work at the site in the amount of 100% replacement cost thereof (subject to such deductible amounts as may be provided in the Contract or required by Laws and Regulations). (“100% replacement cost” means the full cost of replacement at the same site with new material of like kind and quality without deduction for depreciation.) This insurance shall:

1. Include the interests of State of Montana, Contractor, Subcontractors, Sub-Subcontractors, Engineer, Engineer’s Consultants, WRC, and any other
persons or entities deemed to have an insurable interest shall be listed as an insured or additional insured;

2. Be written on a Builder’s Risk “all risk” or open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, false work and materials and equipment in transit and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than caused by floods), and other perils or causes of loss as may be specifically required by the Supplementary Conditions.

3. Include expenses incurred in the repair or replacement of any insured property (including but not limited to the fees and charges of engineers and architects);

4. Cover materials and equipment in transit for incorporation in the Contract work or stored at the site or at another location prior to being incorporated in the Contract work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. Be endorsed to allow occupancy and partial utilization of the Contract work by the State of Montana;

6. Include testing and start-up; and

7. Be maintained in effect until final payment is made unless otherwise agreed to in writing by NRDP, WRC, Contractor, and Engineer with thirty days written notice to each other additional insured to whom a certificate of insurance has been issued.

8. Contractor shall be responsible for any deductible or self-insured retention.

9. The policies of insurance required to be purchased and maintained by Contractor in accordance with this paragraph shall comply with the requirements of Paragraph 6.05.B of the General Conditions.

10. The policies of insurance required to be purchased and maintained by Contractor in accordance with this paragraph shall comply with the requirements of Paragraph 6.05.B of the General Conditions. The qualifications of the insurance company shall comply with the requirements of SC-6.02.B.

3.7 CONTRACTOR PERFORMANCE ASSESSMENTS

The WRC may do assessments of the Contractor’s performance. This contract may be terminated for one or more poor performance assessments. Contractors will have the opportunity to respond to poor performance assessments. The WRC will make any final decision to terminate this contract based on the assessment and any related information, the Contractor’s response and the severity of any negative
performance assessment. The Contractor will be notified with a justification of contract termination. Performance assessments may be considered in future solicitations.

### 3.8 CONTRACT TERMINATION

#### 3.09.1 Termination for Cause with Notice to Cure Requirement

The WRC may terminate this contract for failure of the Contractor to perform any of the services, duties, or conditions contained in this contract after giving the Contractor written notice of the stated failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 10 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

AND

#### 3.09.2 Reduction of Funding

The WRC must terminate this contract if funds are not appropriated or otherwise made available to support the WRC’s continuation of performance of this contract in a subsequent fiscal period.

---

### SECTION 4: SPECIFICATIONS AND PRICING SCHEDULE

#### 4.0 PRICES

**Fixed Price Contract.** All prices are fixed for the duration of the contract and are not subject to escalation for any cause. Payment of the total fixed bid price shall constitute full payment for performance of the work and covers all costs of whatever nature incurred by the Contractor in accomplishing the work in accordance with the provisions of the contract.

#### 4.1 ALL-OR-NONE AWARD

Awards will be made on an all-or-none basis. Failure of a bidder to provide prices for all line items listed on the Schedule may be cause for rejection of the entire bid. However, a bidder may enter "No Cost" in the unit price and extended amount columns to indicate that the item is being offered at "No Cost."

#### 4.2 SPECIFICATIONS AND PRICING SCHEDULE

**INTRODUCTION**

The Watershed Restoration Coalition, Deer Lodge, Montana, is soliciting bids for pre-commercial thinning, conifer encroachment removal from grasslands and from aspen clones in the Cook Creek, Girard Gulch, Dry Cottonwood and Sand Hollow areas along the East side of the Deer Lodge Valley near Galen, Montana. An award will be made to the vendor who offers the lowest total per acre cost for all proposed projects. A bond equal to 25% of the total bid price for all projects will be provided by the successful contractor to the WRC as a performance bond. This work must be completed by **October 15, 2019**.
4.3 DEFINITIONS:

**Average Spacing:** The average distances between all leave trees necessary to provide the desired number of leave trees per acre.

**Crown Spacing:** The horizontal distance from the widest part of the crown of one leave tree to the widest part of the crown of the next leave tree.

**DBH:** Diameter breast height - The diameter of the stem measured at a point 4-1/2 feet above the ground level on the uphill side of a tree.

**Damage:** Includes defect or deformity of a tree resulting from wind, snow, animals, insects, diseases, equipment, etc., and shows evidence of dead or broken tops or trunks, crooks, deep scars, or damage to bark where it is removed from more than 25% of the tree circumference, etc.

**Excess Trees:** Uncut trees, which should have been cut, that do not meet specifications. Trees not severed from the stump, hang-up trees, stumps with live limbs, trees not girdled or not girdled properly (if required) are also considered excess trees.

**Girdling:** A cut penetrating through the bark and cambium tissue, completely encircling the tree stem, for the purpose of killing the tree.

**Hang-up Tree:** Any cut tree suspended more than 3 feet off the ground.

**Hand Pruning:** Removal of branches with hand pruning shears flush with the branch collar.

**Leave Trees:** Any tree that is selected or required to be left standing as provided in the specifications. A leave tree may also be referred to as a **crop tree**.

**Lopping:** Cutting limbs from stems of trees.

**Minor Damage:** Crooks in the stem which are offset less than three (3) inches from the long axis and within 13 feet of the ground, forks, broken tops, or bark damage extending less than 25% of the circumference of the tree.

**Missing Leave Trees:** Cut trees that should have been left.

**Restricted Road:** A road in which motorized vehicle use is restricted seasonally or year-long by a physical obstruction (generally a gate).

**Slash:** Limbs and stems of downed trees.

**Stem Spacing:** The horizontal distance from the stem of one leave tree to the stem of the next nearest leave tree.
Lazy Strap: That portion of a felled tree that is still attached to both the tree and the stump.

4.4 WORK PROGRESS AND CONTRACT PERFORMANCE

(A) No activity may occur on the project area until a pre-operations meeting is conducted between representatives of the Contractor and the WRC. The Contractor shall notify the Contract Supervisor at least seven (7) days prior to the start of operations to schedule the pre-operations meeting.

(B) The Contractor shall begin work as specified by the Contract Supervisor at the pre-work conference. Each task must be satisfactorily completed before starting work on another unit, unless approved by the Contract Supervisor.

(C) The WRC may terminate the contract, in whole or in part, by written notice in any one of the following circumstances:

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

2) Failure of the Contractor to correct unsatisfactory performance or work within 5 days after it has been brought to the Contractor’s attention.

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

4.5 CONTRACT AGREEMENT ADMINISTRATION

(A) The Contract Supervisor will administer the Contract as required in all specifications.

(B) Disputes between the Contract Supervisor and the Contractor will be resolved by WRC.

(C) The Contract Supervisor has the following authority in addition to that delegated in other portions of the Contract:

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

2) Make recommendations for payment.

4.6 PAYMENT AND COMPLIANCE

(A) The minimum acceptable standard for satisfactory work is 80% to 120% of target spacing. If the minimum acceptable standard falls outside of this range, the WRC will inform the Contractor.
(B) If work fails to meet Contract specifications, payment will be withheld for the unsatisfactory work. If applicable, the Contractor shall, at no additional expense to the WRC, correct unsatisfactory work. In the event the Contract is terminated for unsatisfactory performance, payment will be made only for work satisfactorily completed.

(C) If the original inspection results are unacceptable to the Contractor on either a completed or partially completed task, one re-inspection of the inspection plots may be requested in writing by the Contractor. The Contract Supervisor and Contract Representative shall together revisit the inspection plots to determine the accuracy of the inspected plots. The results of the second inspection will be used in determining payment. If the second inspection results fall below the acceptable limit, the Contractor shall pay the cost of the re-inspection.

(D) One partial payment may be made on this contract. In the event that work is not completed and the WRC elects to terminate the Contract Agreement the amount of work successfully completed will be determined by the WRC, and the cost of such determination will be deducted from the Contractor's payment.

4.7 CONTRACTOR AND WRC OBLIGATIONS

(A) The Contractor will furnish all labor, equipment, supervision, transportation, materials, and incidentals necessary to satisfactorily complete the Contract Agreement, including all safety equipment required by current laws and regulations.

(B) The Contractor shall notify WRC’s Contract Supervisor at least 48 hours before Contractor commences any field work in the project area. Contractor shall also inform Contract Supervisor of the crew size, supervisor(s), name(s), place of lodging and estimated daily WORK RATE.

(C) WRC shall furnish:

1) A Contract Supervisor to acquaint the Contractor with the work to be performed and conduct periodic field inspections.

2) Copies of project area maps.

3) Other items as per the project description.

(D) The contractor is prohibited from carrying firearms or hunting while conducting contract operations.

4.8 CONTRACT AGREEMENT EXTENSIONS AND MODIFICATIONS

(A) If, due to circumstances (e.g. rain, snow, fire, etc.) beyond the control of the Contractor, the work cannot be completed within the Contract period, WRC may grant an extension of time if the WRC’s best interests will be served. Such extensions must be in writing and signed by both parties.

(B) The WRC reserves the right to assess liquidated damages in the amount of $50.00 per calendar day on the amount of the Contract price for failure to comply with the conditions of award indicated in
the bid. This sum may be deducted from Contractor’s payment for failure to deliver/perform as specified. No premium will be awarded to the Contractor for delivery/performace in advance of the specified time.

(C)  If additional funding becomes available and upon mutual consent by the contractor and contract supervisor additional acreage may be added to this contract. All contract stipulations will apply to any additional acreage.

(D)  Acreage numbers indicated in section 4 tables are targets and will vary depending on the per acre bids submitted by the successful bidder

4.9  Technical Specifications


4.10  UNIT SPECIFICATION AND STAND CONDITIONS PRECOMMERCIAL THINNING

(A)  The current stand conditions are shown in the following table:

Table 1 – Unit Information

<table>
<thead>
<tr>
<th>LANDOWNER</th>
<th>UNIT</th>
<th>STR</th>
<th>TARGET ACRES FOR COMPLETION</th>
<th>SLOPE PERCENT</th>
<th>DBH (inches)*</th>
<th>Height (feet)*</th>
<th>EXISTING TREES PER ACRE**</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lampert</td>
<td>Unit #1</td>
<td>33 T5N</td>
<td>11.48</td>
<td>20</td>
<td>2.1</td>
<td>12.5</td>
<td>471</td>
</tr>
<tr>
<td></td>
<td></td>
<td>R9W</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Unit #2</td>
<td>S 33</td>
<td>5.49</td>
<td>20</td>
<td>3.2</td>
<td>14.1</td>
<td>804</td>
</tr>
<tr>
<td></td>
<td></td>
<td>T5N R9W</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* -DBH and Height are for estimated CUT trees
**-Average # of TOTAL stems per acre.

(B)  Boundaries:  Unit boundaries are marked with Orange ribbon for conifer encroachment into grasslands and aspen stands and blue ribbon for precommercial thinning units. All unit boundaries were traversed and acreage determined using the Global Positioning System (GPS).

4.11  THINNING REQUIREMENTS
The Contractor may either cut and pile trees or masticate them in all units. The Contractor will progress at a rate that indicates all required work be accomplished within the performance period. Thinning will be accomplished according to the following specifications:

(A) General specifications:

Only conifer trees taller than 1 foot in height and less than 7 inches DBH shall be cut to achieve the required target stocking. Requirements specific to each project area are shown in Table 2.

<table>
<thead>
<tr>
<th>PROJECT</th>
<th>UNITS</th>
<th>TARGET STOCKING TREES PER ACRE (TPA)</th>
<th>AVERAGE RETENTION TREE SPACING, THIS EQUIVATES TO A D+8 SPACING*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deer Lodge South Vegetative Management Lampert Thinning</td>
<td>1</td>
<td>170</td>
<td>16</td>
</tr>
<tr>
<td>Deer Lodge South Vegetative Management Lampert Thinning</td>
<td>2</td>
<td>152</td>
<td>17</td>
</tr>
</tbody>
</table>

* - The average stem spacing should vary so that the best trees are retained. Two or more sides of the crown of the leave tree should have a minimum of _3_ feet of open-air space between itself and the tips of other tree crowns. **In areas where quality Douglas fir 8”dbh and greater exist in the overstory all trees will be thinned from the bole of the overstory tree. No “sawlog” trees will be felled under this contract.**

(B) Selection criteria:

The best trees of each species will be retained as leave trees in all units

1) Indicators of desirable leave trees are:
   a) Straight stems
   b) Small branch diameter
   c) Good crown coloration
   d) Good crown form
   e) Good crown ratios (> 60%)
   f) Freedom from insects, diseases, and physical and mechanical damages
   g) Vigorous annual growth
   h) Species preference
2) Indicators of undesirable trees are:
   a) Multiple tops
   b) Poor crown ratios (< 60%)
   c) Poor crown form and coloration
   d) Crook or sweep in boles
   e) Dead or broken tops
   f) Large branch diameter
   g) Presence of insects, diseases, or physical or mechanical damages
   h) Suppression
   i) Poor annual growth

These indicators shall determine the trees to be cut; slight defects may be acceptable for a leave
tree if it is the best selection within a competitive group.

(C) Species Preference:

1) When selecting between individual trees with similar indicators of quality, the following order of
   preference will be used:

   a) Douglas-fir
   b) Aspen

4.12 FELLING REQUIREMENTS-ALL PROJECTS

(A) Cut trees shall be completely severed from the stump. No “lazy straps” will be permitted.

(B) All felled trees shall be severed below the lowest live limb.

(C) The maximum stump height shall be 6 inches above ground level, as measured on the uphill side
   of a tree.

(D) Cut trees shall be felled away from unit boundaries, roads, established trails, wildlife trails, fence
   lines, established land corners, and streams. Any trees felled on or in such areas shall be
   removed.

(E) Dead standing trees shall not be cut.

(F) Bearing, section-line, or trail-blazed trees shall not be cut.

(G) Equipment will be operated to prevent damage to retention trees. If in the opinion of the contract
   supervisor damage to residual trees is excessive, contractor will be required to perform the
   remaining work by hand.

4.13 SLASH REQUIREMENTS-ALL PROJECTS

(A) Thinning slash shall be either pilled and burned or masticated by the contractor.
(B) Thinning slash shall be confined within unit boundaries.

(C) Thinning slash shall be removed from all ephemeral and intermittent stream channels and wet areas that carry seasonal water.

(D) The Contract Supervisor may approve salvage of thinning slash upon concurrence of the landowner.

(E) If trees are masticated no segments longer than 6 feet will be left.

(F) All severed trees will be either masticated or hand piled and burned by the contract. Contractor is responsible for obtaining any permits required by county, state or federal law and for compliance with any stipulations associated with the permits and any penalties or mitigation measures required for violations.

4.14 CONIFER ENCROACHMENT INTO ASPEN STANDS REQUIREMENTS

(A) All coniferous trees are to be removed from within aspen units except those which meet the following saw log standards
   a. Contain a minimum of 1 ea. 17 ft. long merchantable sawlog
   b. The log must be at least 50% sound
   c. Have a top inside bark diameter of 6.0 inches or larger

(B) Any decadent, diseased or badly deformed aspen as designated by the Contract Supervisor

(C) All trees on stream banks will be retained to ensure bank stability

(D) Equipment will not be operated on soils which exceed 20% soil moisture content at a 4 inch depth unless soils are frozen to a depth of 6 inches or have a minimum of 10 inches of snow cover.

(E) If slash concentrations occur following mastication, at the discretion of the Contract Supervisor, contractor may be required to spread the chip concentrations.

Table 2 – Unit Information

<table>
<thead>
<tr>
<th>LANDOWNER</th>
<th>UNIT</th>
<th>STR</th>
<th>TARGET ACRES FOR COMPLETION</th>
<th>SLOPE PERCENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lampert</td>
<td>#1</td>
<td>28 T5N R9W</td>
<td>4.33</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>33 T5N R9W</td>
<td>.84</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>------------</td>
<td>-----</td>
<td>----</td>
<td></td>
</tr>
<tr>
<td>#2</td>
<td>33 T5N R9W</td>
<td>1.32</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td>#3</td>
<td>33 T5N R9W</td>
<td>.85</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td>#4</td>
<td>34 T5N R9W</td>
<td>2.85</td>
<td>25</td>
<td></td>
</tr>
<tr>
<td>#5</td>
<td>S1 &amp; 12 T5N R9W</td>
<td>1.77</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td>Hoyt</td>
<td>S1 &amp; 12 T5N R9W</td>
<td>32.97</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>#1</td>
<td>S1 &amp; 12 T5N R9W</td>
<td>.17</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td>#3</td>
<td>S1 &amp; 12 T5N R9W</td>
<td>1.6</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td>#4</td>
<td>S12 T5N R9W</td>
<td>.07</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>---</td>
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</tr>
<tr>
<td>#6</td>
<td>S12 T5N R9W</td>
<td>.11</td>
<td>15</td>
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<tr>
<td>#7</td>
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<td>3.5</td>
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<td></td>
</tr>
<tr>
<td>#8</td>
<td>S12 T5N R9W</td>
<td>10.5</td>
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</tr>
<tr>
<td>#9</td>
<td>S11 T5N R9W</td>
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<td>DNRC</td>
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<td>2.13</td>
<td>30</td>
<td></td>
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<tr>
<td>#3</td>
<td>36 T6N R9W</td>
<td>2.34</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>Cline</td>
<td>#1</td>
<td>21 T5N, R9W</td>
<td>3.0</td>
<td>25</td>
</tr>
</tbody>
</table>

**4.15 CONIFER ENcroACHMENT INTO HISTORIC GRASSLAND REQUIREMENTS**

(A) All coniferous trees are to be removed from within designated unit(s).

(B) Stump heights will not exceed 6 inches on the up-hill side
If slash concentrations occur following mastication, at the discretion of the Contract Supervisor, contractor may be required to spread the chip concentrations.

Table 3 – Unit Information

<table>
<thead>
<tr>
<th>LANDOWNER</th>
<th>UNIT</th>
<th>STR</th>
<th>TARGET ACRES FOR COMPLETION</th>
<th>SLOPE PERCENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lampert</td>
<td>Unit #1</td>
<td>33 T5N R9W</td>
<td>11.27</td>
<td>20</td>
</tr>
</tbody>
</table>

4.16 CAMPING - All Projects:

Camping is not permitted on private or State land without prior approval of the Contract Supervisor and the landowner. Contractor must comply with all conditions which the Contract Supervisor or the private landowner may impose.

The contractor will store human or pet food, livestock food, garbage, and other attractants in a bear-resistant manner.

The contractor will not bury or discard attractants in the project area, or burn attractants (such as food leftovers) in an open campfire.

4.17 INSPECTION AND ACCEPTANCE

(A) WRC contract supervisor shall make periodic inspections of the Contract Agreement area to determine that the requirements of the Contract Agreement are being met. If the Contractor is not meeting the requirements of the Contract Agreement, the Contractor shall correct the deficiencies before any payments are made. Inspections shall occur as often as deemed necessary by the Contract Supervisor. To receive full payment 90% of each unit area must meet the target stocking (Table 2) of trees per acre when thinning is complete.

(B) The thinning will be checked for compliance to prescribed residual levels by sight estimate and/or 1/20-acre circular plots. If plots are taken to determine compliance, the minimum sample intensity shall be .5 plots per acre.

(C) Conifer encroachment into grass lands and aspen clones will have all conifers removed to within 10 feet of any stream bank. No equipment will be operated within 10 feet of any stream banks. All removed conifers will be either masticated or piled and burned, by the contractor. Contractor is responsible to obtain any necessary permits and to comply with any stipulations contained
within those permits. Contractor is liable for any penalties, fines, or mitigation measures associated with violations.

(C) Payment shall be based on the rates per acre for each payment unit as indicated on the bid sheet. Each thinning unit shall be considered a payment unit.
Vincity Map

Legend
- Aspen
- Conifer Encroachment
- PCT
- Major Waterways
- Major Roads
- Major Water Bodies

Deer Lodge South Vegetative Management VICINITY MAP
ATTACHMENT “B”
DEER LODGE SOUTH VEGETATIVE MANAGEMENT PCT INFORMATION

PRESCRIPTION: Deer Lodge South PCT is composed of two units totaling 16.97 acres. Both units have the same fairly uniform stand composition. The primary silvicultural treatment is to space the understory to a diameter (D) + 8 foot spacing. However, when a well-formed (straight bole, no crook, sweep or fork, free of insects and disease) Douglas-fir (6”dbh or greater) exists in the overstory space the advanced regeneration 14’ from the bole of the overstory tree or free of the drip line whichever is greater.

Boundary flagging is blue.

*CONTRACTOR AND OR BIDDER IS NOTIFIED THAT ESTIMATES WITHIN THIS CONTRACT WERE ESTABLISHED BY 1/139th ACRE PLOTS AND MAY OR MAY NOT BE THE CONDITIONS THAT ARE SEEN WITHIN THE THINNING UNITS. YOUR OWN WALK THROUGH IS SUGGESTED AND EXPECTED PRIOR TO BIDDING.
FOREST FIRE RULES & REGULATIONS

These rules apply to all activities on all classified forest lands within Montana during the legal Forest Fire Season, including any extension thereof (see 77-5-103(3), 76-11-101, 76-13-102(7), and 76-13-109 MCA). Reference also ARM 36.10.119 through 132. Related State statute numbers are provided as a reference

**RULE I - DEBRIS BURNING**

1. The person conducting the burn shall obtain written authorization from the recognized fire protection agency before igniting any open fire during the legal forest fire season (required by 76-13-121 MCA). The recognized fire protection agency may deny, restrict, or rescind any authorization by notifying the person conducting the burn.
2. All burning must comply with the Department of Environmental Quality or State/county/local open burning regulations.
3. Written authorization is not required for campfires.

**RULE II - CAMPFIRES**

1. Campfires cannot be left unattended and must be completely extinguished (see 76-13-123 MCA).
2. All campfires must be constructed in cleared or bare areas, and not allowed to spread beyond the established ring, pit, grate, or container.
3. Anyone igniting a campfire is required to have fire tools listed in Rule VIII (4).

**RULE III - RAILROADS AND POWERLINES**

Railroad and powerline companies are required to prepare and annually update working agreements with recognized fire protection agencies. These agreements must stress safety and fire response procedures; and identify, remove, prevent, modify, abate, or correct forest fire hazards and risks associated with railroad and powerline company operations (see 69-14-721 MCA).

**RULE IV - EQUIPMENT**

1. All internal combustion engines must be equipped with an approved and effective spark-arresting system, as established in the National Wildfire Coordinating Group’s Spark Arrester Guides. Spark-arresting devices must be marked, properly installed, and maintained in accordance with the Guides. The following vehicles are exempt:
   a. automobiles and light trucks of less than 23,000 GVW when all exhaust gases pass through a properly installed and maintained exhaust system, baffle-type muffler, and tailpipe. Vehicles with glass-pack mufflers do not qualify for the exemption.
   b. heavy-duty trucks of 23,000 GVW or greater, with a muffler and vertical stack exhaust system extending above the cab.
   c. vehicles with other spark-arresting systems providing equal or increased effectiveness. Such vehicles must be inspected and have written authorization from the recognized fire protection agency.
2. Equipment used for commercial, ranching, or industrial activities must meet the fire extinguisher and tool requirements listed in Rule VIII (5).

**RULE V - FLAMING AND GLOWING SUBSTANCES**

1. All flaming and glowing substances, including but not limited to, lighted cigarettes, cigars, ashes, and matches, must be extinguished before being discarded (see 76-13-124 MCA).
2. Smoking is allowed only at areas free of flammable or combustible material. Examples of these areas include a graveled road or an enclosed vehicle.

**RULE VI - FIREWORKS**

Use of fireworks is prohibited on all classified forest lands unless written authorization is obtained from the recognized fire protection agency. Authorization will only be considered between June 24 and July 5, inclusive, to coincide with the legal dates for the sale of fireworks in Montana (see 50-37-106 MCA).

**RULE VII - WILDLAND/URBAN INTERFACE**

1. County governments without subdivision wild-fire protection standards are encouraged to establish standards for all new subdivisions by January 1, 2000.

**RULE VIII - FIRE EXTINGUISHERS AND FIREFIGHTING TOOLS**

1. Chainsaw operators shall carry a fully charged and operable fire extinguisher, minimum-capacity 8-ounce liquid or 1-pound dry chemical, with a 4BC or higher rating.
2. Vehicles and equipment, mobile or stationary, with a combustion engine/motor used for commercial, ranching, or industrial activities must have one operable, dry-chemical fire extinguisher with a minimum 2-1/2 -pound capacity and 4BC or higher rating.
3. Chainsaw operators shall maintain one usable shovel at chainsaw-fueling sites.
4. All persons or parties igniting a campfire shall have one usable shovel and bucket. Persons igniting a barbecue need not have a shovel or bucket if the ashes are not removed from the container and the ashes or container are not placed on or near combustible material.
5. All commercial, ranching, or industrial activities must have:
   a. one usable shovel or pulaski with each vehicle and equipment with an internal combustion engine/motor, mobile or stationary.
   b. one backpack pump with each vehicle and with any equipment, used off road, mobile or stationary, with an internal combustion engine/motor, that cannot be used to build fireline and is being operated on combustible material.
6. Other types of firefighting tools that provide increased efficiency or effectiveness may be substituted by written authorization from the recognized fire-protection agency. For example, a combi firefighting tool may be substituted for a shovel or pulaski.

RULE IX - FOREST ACTIVITY RESTRICTIONS

In areas designated by public proclamation by the administrator, division of forestry, as areas of high fire hazard, the administrator may request all persons, firms, or corporations present or engaged in any activity in the areas to voluntarily cease operations or to adjust working hours to less critical periods of the day. In the event such a request is refused, the administrator may issue a written order directing compliance.

RULE X - FOREST CLOSURE

1. During periods of dangerous fire conditions, no person may enter or be upon those forest lands designated by public proclamation by the governor of the state of Montana as areas of dangerous fire hazard except under written permit issued by a recognized agency.

2. Permits to enter upon such areas during the closure may be issued by the recognized agency upon a showing of real need by the applicant. Permits may be issued to those persons having actual residence as a permanent or principal place of abode in the forest lands designated or to persons engaged in non-fire hazardous employment.

3. However, no permit may be required of persons engaged in either firefighting, fire prevention, or law enforcement who are engaged in official business.

RULE XI - CORRECTION OF HAZARD AND UNUSUAL CIRCUMSTANCES OR EVENTS

The recognized fire-protection agency may require identified wildland-fire hazards and/or risks be halted, prevented, abated, removed, disposed of, mitigated, or patrolled. This applies to public, private, nonprofit, commercial, and/or residential circumstances or events.

RULE XII - REQUEST FOR REVIEW

If any operator believes that in his case any requirement of a recognized agency is excessive, the operator may request the administrator, division of forestry, to review the requirements. If in the opinion of the administrator any or all are not necessary in the interest of public safety, he may make such changes as he considers advisable.

RULE XIII - DEFINITIONS

Backpack Pump: 5-gallon minimum; standard galvanized metal, fiberglass, or rubberized backpack water container with attached handpump; full of water at all times.

Bucket: Metal, plastic, canvas, or fiberglass container capable of holding at least one gallon of water. Motorcycle helmets qualify.

Campfire: means a fire set for cooking, warming, or ceremonial purposes; not more than 3 feet in diameter or height; void of overhanging branches; with all combustible material cleared at least 1-1/2 times the diameter of the fire; or a barbecue in a noncombustible container.

Combi Tool: A tool combining a shovel and pick.

Fireworks: As defined in 50-37-101 MCA.

Forested Land: As defined in 76-13-102 MCA and 36.10.101 ARM.

Hazard: Condition that promotes the ignition and/or spread of a wildland fire.

Open Fire: The burning of a bonfire, rubbish fire, or other fire in an outdoor location where fuel being burned is not contained in a closed incinerator, or outdoor fire place. Barbecue pits and burn barrels are considered open fires and therefore require a burning permit (Rule I).

Pulaski: An ax with a medium size sharp grub hoe opposite the ax blade.

Recognized Fire-Protection Authority: An agency organized for the purpose of providing fire protection and recognized by the board as giving adequate fire protection to forest lands in accordance with rules adopted by the board.

Risk: Action or device that could cause a wildland fire to ignite.

Shovel: Vehicle, equipment, and chainsaw operator shovels will have a minimum overall length of 36 inches with a round pointed shovel head with a minimum width of 6 inches. Shovels required for campfires must be at least 24-inches in length with a pointed shovel head. Folding handles qualify.

RULE XIV - APPLICABILITY

The forest fire rules, Rule I through Rule XIII, (ARM 36.10.119 through 30.10.132) are in effect each year on classified forest land during the forest fire season May 1st to September 30th inclusive, or any legal extension thereof. Requirements pertaining to motor vehicles do not apply to those being operated solely on roads that are a part of federal or State maintained highway systems or on any paved public road.
Cut **ALL** understory trees below the crown of the overstory

**CUT TO SPACING REQUIREMENTS**

Pile that is **NOT** under the overstory trees or pre-commercially thinned trees, if piling and burning
Have you remembered to?

- Sign each "Acknowledgment of Addendum" if required
- Sign your bid on our cover sheet
- Mark your mailing envelope or box with the IFB name and the opening date under your return address
- Carefully review the "Standard Terms and Conditions"
- Carefully review all listed requirements to ensure compliance with the IFB
- Initial all bid/pricing changes you made
The following Bid Form MUST be submitted

Watershed Restoration Coalition

BID FORM

PROJECT NAME: **Deer Lodge South Vegetation Management**

BIDDERS NAME: ______________________

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<th>LANDOWNER</th>
<th>MANAGEMENT ACTION</th>
<th>MAXIMUM FUNDS ALLOCATED FOR EACH OWNERSHIP</th>
<th>S-T-R</th>
<th>TARGET ACRES TO BE COMPLETED</th>
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Award will be made for the lowest **Total Per Acre, Bid Price**.

**PROSPECTIVE BIDDERS ARE URGED TO EXAMINE THE PROJECT AREA AND CONTRACT AGREEMENT PRIOR TO SUBMITTING A BID.**