

Part 1A – Technical Proposal

Submitted To:

**State of Nevada
Department of Administration Purchasing Division**

**RFP Title: Fire Fuels Reduction Services
RFP: 1995**

Submitted By:

**Basin Tree Service & Pest Control, Inc.
1302 Hwy 28 W
Ephrata, WA 98823**

**Proposal Opening Date: September 19, 2012
Proposal Opening Time: 2:00 PM**

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Tab III. Vendor Information Sheet

VENDOR INFORMATION SHEET FOR RFP 1995

Vendor Must:

- A) Provide all requested information in the space provided next to each numbered question. The information provided in Sections V1 through V6 will be used for development of the contract;
- B) Type or print responses; and
- C) Include this Vendor Information Sheet in Tab III, State Documents of the Technical Proposal.

V1	Firm Name	Basin Tree Service & Pest Control, Inc
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V2	Street Address	1302 Highway 28 W
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V3	City, State, ZIP	Ephrata, WA 98823
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V4	Telephone Number	
	Area Code: 509	Number: 754-4176 Extension: 35

V5	Facsimile Number	
	Area Code: 509	Number: 754-4176 Extension:

V6	Toll Free Number	
	Area Code: 800	Number: 754-4176 Extension:

V7	Contact Person for Questions / Contract Negotiations, including address if different than above	
	Name:	Kenna Redmon
	Title:	Manager of Admin Services
	Address:	1302 Highway 28 W, Ephrata, WA 98823
	Email Address:	kenna.redmon@unitedrightofway.com

V8	Telephone Number for Contact Person	
	Area Code: 509	Number: 754-4176 Extension: 35

V9	Facsimile Number for Contact Person	
	Area Code: 509	Number: 754-4240 Extension:

V10	Name of Individual Authorized to Bind the Organization	
	Name: Joseph T. Whalen	Title: Vice-President

V11	Signature <i>(Individual must be legally authorized to bind the vendor per NRS 333.337)</i>	
	Signature:	Date: 9/14/2012

Tab IV. State Documents

- A. Signature page from all amendments with original signature
- B. Attachment A – Confidentiality and Certification of Indemnification with original signature
- C. Attachment C – Vendor Certification with an original signature
- D. Attachment K – Certification regarding lobbying with an original signature
- E. Copies of any vendor licensing agreements
- F. Copies of Applicable Certification and/or licenses



SUBJECT: Amendment No. 1 to Request for Proposal No. 1995
DATE OF AMENDMENT: August 31, 2012
DATE OF RFP RELEASE: August 15, 2012
DATE AND TIME OF OPENING: September 19, 2012 @ 2:00 P.M.
AGENCY CONTACT: Teri Smith, Procurement Staff Member

The following shall be a part of RFP No. **1995** for **Fire Fuels Reduction Services**. If a vendor has already returned a proposal and any of the information provided below changes that proposal, please submit the changes along with this amendment. You need not re-submit an entire proposal prior to the opening date and time.

1. Can you provide the prior pricing for the contractors who were awarded this contract?

***All of the documents can be downloaded from our website at
http://purchasing.state.nv.us/Fire_Fuels/Fuels.htm***

Pricing is contained in the attachments to the contracts labeled Contractor's Response.

2. RFP Section 1.1.3: There are 9 different scopes of work identified in section 1.1.2. If, for instance, vendor wants to bid on 3 different scopes of work, must vendor submit 3 separate packages, with each addressing a particular scope of work, and including the rest of the redundant information that will be the same in each master binder? Or, is only one package required (with correlating copies) for each vendor, regardless of the number of scopes of work on which the vendor bids?

Section 1.1 of the RFP is Goals and Objectives, and is a summary of the scopes of work. The scopes of work are detailed in Section 3 of the RFP. Only one package is required from each vendor (with correlating copies). The individual scopes of work that the vendor is responding to should be separated by tabs in the appropriate section of the response (as per section 9.2.2.6 of the RFP).

3. What are the "minimum requirements that the successful bidder must meet" as referenced in NRS 333.335(3)(b) and NRS 333.311?

Minimum requirements as are detailed in the RFP.

4. How can we obtain from you samples of what you consider to be “proper” proposals and/or winning proposals that we could use to assist us in preparing our proposal?

All statewide contracts are posted on our website at http://purchasing.state.nv.us/services_index.htm or you can submit a public records request for specific contract information.

5. Are there any other guidelines or written materials that the State would recommend in helping a vendor prepare the proposal?

Please visit our website at http://purchasing.state.nv.us/pur_info/tipsrfp.htm for 10 Tips for a Successful RFP Response.

6. In section 3.3.2.2, the State describes Brush masticators as “light, medium and heavy duty”. Please give more guidance on what falls under each of those qualifications, i.e. what size equipment and/or horsepower range falls within each of those designations.

A light masticator is defined as a wheeled or tracked vehicle having up to a 150 HP engine capable of supplying simultaneous power to the wheels/tracks and to all hydraulics. The light masticator can be equipped with a hydraulically or PTO operated rotary mastication head or a flail type power head. Both types of masticator must be capable of masticating brush and small trees up to 6 inches in diameter.

A medium masticator is defined as a wheeled or tracked vehicle having between 150 and 350 HP engine capable of supplying simultaneous power to drive components, all hydraulics, and to the masticator head. The medium masticator can be equipped with a hydraulically operated rotary masticator head or flail type power head. Both types of power heads must be capable of masticating brush and trees up to 12 inches in diameter.

A heavy masticator is defined as a wheeled or traced vehicle having between 350 and 600+ HP engine capable of supplying simultaneous power to the wheels/tracks and to all hydraulics. The heavy masticator can be equipped with a hydraulically operated rotary masticator head or a flail type power head. A heavy masticator is fully capable of masticating trees up to 20 inches in diameter and virtually all forest and range shrubs found in Nevada.

All masticating equipment will be equipped with a Roll-Over Protection System and a Falling Object Protection System.

7. In section 3.3.2.2, the State describes Brush masticators as “light, medium and heavy duty”. Does vendor decide which mastication equipment will be used on each job? What factors does the State consider in the selection of which mastication equipment to use?

The vendor can make recommendations based on past experiences in different terrains and job specifics. If the state agency requesting bids want a specific type of masticator, that will be specified in each individual project bid. The State will then consider such factors as fuel type, topography, soil impact, proximity to water

sources, and others as specified in each individual project plan when bidding for equipment.

8. Are there any special technical formatting directions for the CDs?

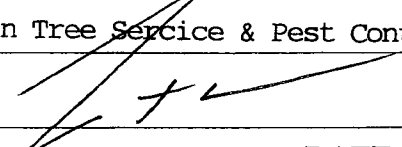
No. The CDs must contain the information as outlined in Section 9 of the RFP.

9. Section 9.2.2.6 says that, "Written responses must be in bold/italics and placed immediately following the applicable RFP question, statement and/or section." What is the response information the State is looking for? There are no questions; rather just defined scopes listed. So, what "response" information is desired there?

Section 9.2.2.6 is referring to the vendor's response to the Scope of Work identified in Section 3 of the RFP. Vendors must acknowledge each question, statement and/or section in some way. A response to each question, statement and/or section is important because this is where the vendor will demonstrate and be scored on capabilities, experience, etc., for each specific scope as outlined.

ALL ELSE REMAINS THE SAME FOR RFP 1995.

Vendor shall sign and return this amendment with proposal submitted.

NAME OF VENDOR Basin Tree Service & Pest Control, Inc.
AUTHORIZED SIGNATURE 
TITLE Vice President DATE 9/14/2012

RFP 1995 Amendment 1

This document must be submitted in the "State Documents" section/tab of vendors' technical proposal

ATTACHMENT A – CONFIDENTIALITY AND CERTIFICATION OF INDEMNIFICATION

Submitted proposals, which are marked “confidential” in their entirety, or those in which a significant portion of the submitted proposal is marked “confidential” **will not** be accepted by the State of Nevada. Pursuant to NRS 333.333, only specific parts of the proposal may be labeled a “trade secret” as defined in NRS 600A.030(5). All proposals are confidential until the contract is awarded; at which time, both successful and unsuccessful vendors’ technical and cost proposals become public information.

In accordance with the Submittal Instructions of this RFP, vendors are requested to submit confidential information in separate binders marked “**Part I B Confidential Technical**” and “**Part III Confidential Financial**”.

The State will not be responsible for any information contained within the proposal. Should vendors not comply with the labeling and packing requirements, proposals will be released as submitted. In the event a governing board acts as the final authority, there may be public discussion regarding the submitted proposals that will be in an open meeting format, the proposals will remain confidential.

By signing below, I understand it is my responsibility as the vendor to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation. I duly realize failure to so act will constitute a complete waiver and all submitted information will become public information; additionally, failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

This proposal contains Confidential Information, Trade Secrets and/or Proprietary information as defined in *Section 2 “ACRONYMS/DEFINITIONS.”*

Please initial the appropriate response in the boxes below and provide the justification for confidential status.

Part I B – Confidential Technical Information			
YES		NO	<input checked="" type="checkbox"/>
Justification for Confidential Status			

A Public Records CD has been included for the Technical and Cost Proposal			
YES	<input checked="" type="checkbox"/>	NO	

Part III – Confidential Financial Information			
YES	<input checked="" type="checkbox"/>	NO	
Justification for Confidential Status			
Confidential information only privy to owners & directors.			

Basin Tree Service & Pest Control, Inc.
Company Name

Signature

Joseph T. Whalen
Print Name

9/14/2012
Date

This document must be submitted in Tab IV of vendor’s technical proposal

ATTACHMENT C – VENDOR CERTIFICATIONS

Vendor agrees and will comply with the following:

- (1) Any and all prices that may be charged under the terms of the contract do not and will not violate any existing federal, State or municipal laws or regulations concerning discrimination and/or price fixing. The vendor agrees to indemnify, exonerate and hold the State harmless from liability for any such violation now and throughout the term of the contract.
- (2) All proposed capabilities can be demonstrated by the vendor.
- (3) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor or potential vendor.
- (4) All proposal terms, including prices, will remain in effect for a minimum of 180 days after the proposal due date. In the case of the awarded vendor, all proposal terms, including prices, will remain in effect throughout the contract negotiation process.
- (5) No attempt has been made at any time to induce any firm or person to refrain from proposing or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
- (6) All conditions and provisions of this RFP are deemed to be accepted by the vendor and incorporated by reference in the proposal, except such conditions and provisions that the vendor expressly excludes in the proposal. Any exclusion must be in writing and included in the proposal at the time of submission.
- (7) Each vendor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. By submitting a proposal in response to this RFP, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a vendor's proposal. An award will not be made where a conflict of interest exists. The State will determine whether a conflict of interest exists and whether it may reflect negatively on the State's selection of a vendor. The State reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.
- (8) All employees assigned to the project are authorized to work in this country.
- (9) The company has a written equal opportunity policy that does not discriminate in employment practices with regard to race, color, national origin, physical condition, creed, religion, age, sex, marital status, sexual orientation, developmental disability or handicap.
- (10) The company has a written policy regarding compliance for maintaining a drug-free workplace.
- (11) Vendor understands and acknowledges that the representations within their proposal are material and important, and will be relied on by the State in evaluation of the proposal. Any vendor misrepresentations shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.
- (12) Vendor must certify that any and all subcontractors comply with Sections 7, 8, 9, and 10, above.
- (13) The proposal must be signed by the individual(s) legally authorized to bind the vendor per NRS 333.337.

Basin Tree Service

Vendor Company Name

Vendor Signature

Joseph T Whalen

Print Name

9/14/2012

Date

This document must be submitted in Tab IV of vendor's technical proposal

ATTACHMENT K – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By: Joseph T. Whalen 9/14/2012
Signature of Official Authorized to Sign Application Date

For: Basin Tree Service & Pest Control, Inc.
Vendor Name

Fire Fuels Reduction Services RFP: 1995

Project Title

This document must be submitted in Tab IV of vendor's technical proposal

E. Copies of any vendor licensing agreements

N/A

F. Copies of Applicable Certification and/or licenses

SECRETARY OF STATE



NEVADA STATE BUSINESS LICENSE

BASIN TREE SVC & PEST CTRL INC.

Nevada Business Identification # NV19951097097

Expiration Date: June 30, 2013

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

This license shall be considered valid until the expiration date listed above unless suspended or revoked in accordance with Title 7 of Nevada Revised Statutes.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on June 11, 2012

ROSS MILLER
Secretary of State

This document is not transferable and is not issued in lieu of any locally-required business license, permit or registration.

Please Post in a Conspicuous Location

**You may verify this Nevada State Business License
online at www.nvsos.gov under the Nevada Business Search.**

COMPANY # 2513

NEVADA

PEST CONTROL BUSINESS LICENSE

EXPIRES DECEMBER 31, 2012

This Is To Certify That **BASIN TREE SERVICE & PEST CONTROL INC**

dba **BASIN TREE SERVICE & PEST CONTROL**

3740 W BUCKEYE RD, PHOENIX, AZ 89009

is a licensed commercial pest control operator in the State of Nevada.



Permanent Nevada License No: 2513

Date Issued: 1/1/2012 Issued by JS

NEVADA STATE DEPARTMENT OF AGRICULTURE
406 South 21st Street, Sparks, NV 89431

(NRS 207.010)

01-12-12

NEVADA CUSTOM PEST CONTROL LICENSE

This will certify that

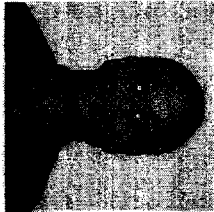
STEVEN L. ADAMS

Has been licensed to operate as an employee of
the State licensed company listed on the reverse.

NEVADA DEPARTMENT
OF AGRICULTURE

Paul Iverson, Director

This Card Property of Department of Agriculture
Card must be returned upon termination



500161

NEVADA CUSTOM PEST CONTROL LICENSE

This is to certify that

**ANTON B.
FALKENBERG**

Has been licensed to operate as an employee of
the State licensed company listed on the reverse

**NEVADA DEPARTMENT
OF AGRICULTURE**

Jim R. Barbee, Director

This license is the property of the Dept. of
Agriculture & must be returned upon termination



500934



NEVADA CUSTOM PEST CONTROL LICENSE

(To be worn at all times)

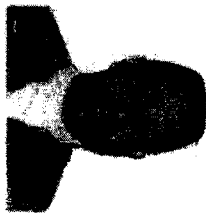
DANIEL L. NELSON

has been licensed to operate as an employee of
the state licensed companies listed on the reverse

NEVADA DEPARTMENT
OF AGRICULTURE

Paul Iverson, Director

Check all Properties of Department of Agriculture
and must be returned when terminated



500164

NEVADA CUSTOM PEST CONTROL LICENSE

This will certify that:

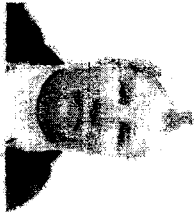
JUDITH M. NELSON

Has been licensed to operate as an employee of
the State licensed company listed on the reverse

NEVADA DEPARTMENT
OF AGRICULTURE

Paul Iverson, Director

This Seal and Property of Department of Agriculture
and must be returned upon termination.



500165

BASIN TRILL SERVICE & PEST CONTROL	SEWING MACHINE
Phone: 253-744-7889	Phone: 425-291-12

1	2	3	4	5	6	7
PP				PP	PP	

Certified for Restricted Use: Personnel Only in Categories Marked "PR"

2. $\lim_{n \rightarrow \infty} \frac{1}{n} \sum_{i=1}^n \log \frac{1}{p_i} = H(p)$ (the entropy of the distribution p).

$$\begin{aligned} \Delta(\tilde{S}^2) &= 1 - H(\tilde{S}^2) = 0 \quad \text{if } \tilde{S}^2 \in \{0, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 8$$
[illegible]

† Restricted to weed control.

JASIN TRIL SERVICE ANTON B. FALKENBERG
2514 824-2512 12/1/2012

© 2004 Blackwell Publishing Ltd *Journal of Internal Medicine* 255: 105–112

BASIN TREE SERVICE & PEST CONTROL DANIEL C. NELSON
 CO# 2813 License# 42242003 Expires 12/31/2012

B1	B2	C1	C2	C3	C4	C5	C6	C7
PPg						P		

Certified for Restricted Use Pesticides Only in Categories Marked PP

[illegible]

Wegert, J. H. and G. R. N. (1984) Inaugural lecture. *Journal of the Royal Microscopical Society*, 104, 1-9.

(1) $\text{Ker}(\pi) = \langle \text{Id} + T, h, M \rangle = \langle 1 \rangle$ for all maximal ideals M of R and all integers $h \geq 1$ and $M \in \mathcal{M}$.
(2) $\text{Ker}(\pi) = \langle 1 \rangle$ for all maximal ideals M of R and all integers $h \geq 1$ and $M \in \mathcal{M}$.

some shade & fruit trees

BASIN TREE SERVICE & PEST CONTROL JIM DILLON & SUE NELSON
CO# 2513 Issued: 10/1/1998 Expires: 12/31/2012

B1	B2	C1	C2	C3	C4	C5	C6	C7
0							0	

Permitted for Restricted Use Pesticides Only in Categories Marked PR

1 Agent 2 Operator 3 Principal 4F Principal Principal

Smith, C. L. & M. A. Kohn. 2002. *Marine invertebrates of Barbados*. pp. 1-350. In: S. P. Davies & D. R. Bell (eds.), *Barbados revisited*. 364 pp. Johns Hopkins Univ. Press, Baltimore, MD.

1.4.4. *Formulation 1*: A mixture of equal parts (w/w) of *Formulation 1* and *Formulation 2*.



**CITY OF ELKO
BUSINESS LICENSE**

Business Name: BASIN TREE SERVICE & PEST CON

Location: 1588 ROYAL CREST DR

License #: 4508

Issue Date: 05/01/2012

License Type: COMMERCIAL

Class: VEGETATION MANAGEMENT, WEED CONTR

Expiration Date: 04/30/2013

BASIN TREE SERVICE & PEST CON
1302 HWY 28 W
EPHRATA WA 98823

STEVEN ADAMS
1588 ROYAL CREST DR
ELKO NV 89801

License No. 1500

Issued By:

City of Ely

Phone: (775) 289-2430
501 Mill Street
Ely NV 89301

Issued To:

BASIN TREE SERV & PEST CONTROL
1302 HWY 28 W
EPHRATA WA 98823

City of Ely Business License

Expiration Date: 06/30/2013

Date Issued: 07/01/2012

Amount Paid: 158.58

Date Paid: 7/12/12 CK #: 31205

License Information:

BUSINESS LICENSE FEE

\$ 158.58

Total Period Billing: \$ 158.58

Prev Balance:

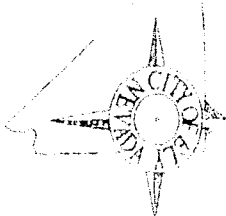
0.00

THE BUSINESS TO THE LEFT ABOVE IS LICENSED TO CONDUCT BUSINESS IN CONFORMITY WITH AND SUBJECT TO THE PROVISIONS OF THE ORDINANCES OF THE CITY OF ELY AND THE LAWS OF THE STATE OF NEVADA FOR THE TYPE OF BUSINESS AS LISTED ABOVE.

City Clerk

THIS LICENSE IS NOT TRANSFERABLE

THIS LICENSE SHOULD BE POSTED IN A CONSPICUOUS PLACE



THIS LICENSE MUST BE PLACED
IN A CONSPICUOUS PLACE

EFFECTIVE DATE: 04/01/2012

BUSINESS CLASSIFICATION: General Business

BUSINESS LOCATION:

1302 HWY 28 W

NAME OF BUSINESS:

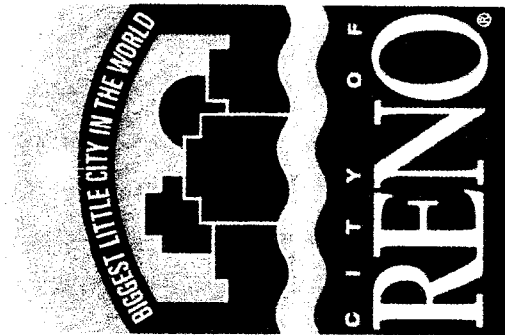
BASIN TREE SERVICE & PEST CONTROL

LICENSEE - NAME AND ADDRESS:

STEVEN L ADAMS
1302 HWY 28 W
EPHRATA, WA 98823

THIS LICENSE EXPIRES AS SPECIFIED
ABOVE

LICENSED BUSINESS TO BE
CONDUCTED IN CONFORMITY WITH
AND SUBJECT TO THE PROVISIONS
OF THE ORDINANCES OF THE STATE
OF NEVADA



LICENSE #: 22572

EXPIRATION DATE: 03/31/2013

RENO, WASHOE CO., NEVADA

Synnetto R. Jones
SIGNATURE CITY CLERK

City of Reno

BUSINESS LICENSE

Licensed business to be conducted in whole or in part within the City of Sparks in conformity with and subject to the provisions of the law.

BUSINESS CLASSIFICATION General License

DESCRIPTION PEST CONTROL

BUSINESS NAME Basin Tree Service & Pest Control Inc

BUSINESS LOCATION 1302 Highway 28, W Ephrata, WA 98823

LICENSEE Steven L Adams

CITY OF SPARKS

County of Washoe, State of Nevada
431 Prater Way, P.O. Box 857
Sparks, Nevada 89432
Attn: Finance Department
(775) 353-2360

Business License Number: 058901

Issue Date: May 15, 2012

Expiration Date: May 17, 2013

Amount: \$ 80.00

Steve R. Markon
John E. Markon
Finance Director

TO BE POSTED IN A CONSPICUOUS PLACE

NOT TRANSFERABLE

LICENSE NOT TRANSFERABLE
 FROM 05/01/2012 TO 04/30/2013
 COUNTY OF WASHOE NEVADA
 \$55.00

BASIN TREE SERVICE & PEST CONTROL INC
 BASIN TREE SERVICE & PEST CONTROL INC
 1588 ROYAL CREST DR ELKO NV

BASIN TREE SERVICE & PEST CONTROL INC
 BASIN TREE SERVICE & PEST CONTROL INC
 1302 HWY 28 W
 EPHRATA WA 98823

The licensee hereby certifies that the name above has paid the fee and has been added to the license collection of Washington State Department of Agriculture and is subject to the regulations of law.

**State of Nevada
Department of Business & Industry
Division of Industrial Relations**



**Extra Territorial
Certificate**

Issued to:

BASIN TREE SERVICE & PEST CONTROL, INC.

1302 Highway 28

Ephrata, WA 98823

Certificate Number: 266

Effective Date: April 04, 2012

Expiration Date: October 01, 2012

Issued on this Wednesday, April 04, 2012 by the

Department of Business & Industry

Division of Industrial Relations, Workers' Compensation Section

A handwritten signature in cursive script, appearing to read "Gary A. Bell", written over a horizontal line.

Gary A. Bell
Compliance Enforcement Supervisor

Tab V. Attachment B – Technical Proposal Certification of Compliance with
Terms and Conditions of RFP

**ATTACHMENT B – TECHNICAL PROPOSAL CERTIFICATION OF COMPLIANCE
WITH TERMS AND CONDITIONS OF RFP**

I have read, understand and agree to comply with the terms and conditions specified in this Request for Proposal.

YES X

I agree to comply with the terms and conditions specified in this RFP.

NO _____

I do not agree to comply with the terms and conditions specified in this RFP.

In order for any exceptions and/or assumptions to be considered they **MUST** be documented in detail in the tables below. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline. Vendors must be specific. Nonspecific exceptions or assumptions may not be considered. If the exception or assumption requires a change in the terms or wording of the contract, the scope of work, or any incorporated documents, vendors must provide the specific language that is being proposed in the tables below.

Basin Tree Service & Pest Control, Inc.
Company Name

Signature

Joseph T. Whalen
Print Name

9/14/2012
Date

Vendors MUST use the following format. Attach additional sheets if necessary.

EXCEPTION SUMMARY FORM

EXCEPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)
N/A			

ASSUMPTION SUMMARY FORM

ASSUMPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	ASSUMPTION (Complete detail regarding assumptions must be identified)
N/A			

This document must be submitted in Tab V of vendor's technical proposal

Tab VI. Section 3 – Scope of Work

3.4 Pesticide Application

3.4 Pesticide Application

Pesticide/Herbicide Application

BTS/URW maintains some of the most advanced equipment in the weed control industry and is constantly striving to improve. We have more than enough capacity, both in terms of people and equipment, to perform task order work under this contract.

Backpack Sprayers – BTS/URW keeps in excess of 100 backpacks available at all times. We use primarily Stihl 4 gallon units, some equipped with constant low pressure regulator valves on the spray wand to maintain consistent pressure regardless of how often it is pumped. All backpacks can be fitted with shield cones.

Backpack crews for hand spraying can range in size from 1 to as many as will be needed for size of the project.

BTS/URW is experienced in all types of pesticide applications including, roadside, noxious/invasive, hack and squirt, stump treatments, utility right-of-way and rail.

UTV (side-by side)

(8) Kawasaki Mule 3510 & 4010. All units equipped with 150 gallon spray systems with 150' minimum of hose reels, Raven SCS-330 Sprayer Controls and Boomless nozzles for both spot spraying and broadcast applications.

Trucks

(1) 2012 Ford F-250 4WD w/300 gallon sprayer, Raven SCS-330 Sprayer Control, 200' Hose and Boomless Nozzles

(2) 2010 Ford F-250 4WD w/300 gallons, Raven SCS-330 Sprayer Control, 250' Intelli-Spray Reel System and Boomless Nozzles

(1) 2009 Ford F-250 4WD w/300 gallon sprayer, Raven SCS-330 Sprayer Control, 200' Hose

(1) 2007 Ford F-250 4WD w/300 gallon sprayer, Raven SCS-330 Sprayer Control, 200' Hose

Additional trucks with tank capacity of 1500 gallons are available for roadside applications and batch use.

Pricing submitted is per man hour or per acre inclusive of one (1) applicator, equipment, PPE, tools and incidentals.

Herbicide product is to be determined by need for each project task order and will be invoiced at cost + 15% based on actual usage.

Lodging and mobilization will be as needed and project specific.

Tab VII. Section 4 – Company Background and References

4. COMPANY BACKGROUND AND REFERENCES

4.1 VENDOR INFORMATION

Question	Response
Company name:	Basin Tree Service & Pest Control, Inc.
Ownership (sole proprietor, partnership, etc.):	S Corporation
State of incorporation:	WA
Date of incorporation:	February 8, 1990
# of years in business:	22
List of top officers:	Joseph T Whalen – Vice President Daniel L Nelson – Operations Manager Steven L Adams – President
Location of company headquarters:	1302 Highway 28 W Ephrata, WA 98823
Location(s) of the company offices:	3740 Buckeye Rd Phoenix AZ
Location(s) of the office that will provide the services described in this RFP:	WA & AZ
Number of employees locally with the expertise to support the requirements identified in this RFP:	5
Number of employees nationally with the expertise to support the requirements in this RFP:	5
Location(s) from which employees will be assigned for this project:	AZ and WA

4.1.2

Question	Response
Nevada Business License Number:	NV19951097097
Legal Entity Name:	Basin Tree Service & Pest Ctrl, Inc

Is "Legal Entity Name" the same name as vendor is doing business as?

Yes	XXX	No	
-----	-----	----	--

4.1.4 Has the vendor ever been engaged under contract by any State of Nevada agency?

Yes	XXX	No	
-----	-----	----	--

If "Yes", complete the following table for each State agency for whom the work was performed. Table can be duplicated for each contract being identified.

Question	Response
Name of State agency:	Nevada Department of Transportation
State agency contact name:	Gregory Mindrum
Dates when services were performed:	1999-2010
Type of duties performed:	State Wide Herbicide Weed Spray

Question	Response
Total dollar value of the contract:	\$1,500,000 Bi-Annually

- 4.1.5 Are you now, or have you been within the last two (2) years, an employee of the State of Nevada, or any of its agencies, departments, or divisions?

Yes		No	XXX
-----	--	----	-----

If "Yes", please explain when the employee is planning to render services, while on annual leave, compensatory time, or on their own time?

If you employ (a) any person who is a current employee of an agency of the State of Nevada, or (b) any person who has been an employee of an agency of the State of Nevada within the past two (2) years, and if such person will be performing or producing the services which you will be contracted to provide under this contract, you must disclose the identity of each such person in your response to this RFP, and specify the services that each person will be expected to perform.

- 4.1.6 Disclosure of any significant prior or ongoing contract failures, contract breaches, civil or criminal litigation in which the vendor has been alleged to be liable or held liable in a matter involving a contract with the State of Nevada or any other governmental entity. Any pending claim or litigation occurring within the past six (6) years which may adversely affect the vendor's ability to perform or fulfill its obligations if a contract is awarded as a result of this RFP must also be disclosed.

Does any of the above apply to your company?

Yes		No	XXX
-----	--	----	-----

- 4.1.7 Vendors must review the insurance requirements specified in **Attachment E, Insurance Schedule for RFP 1995**. Does your organization currently have or will your organization be able to provide the insurance requirements as specified in **Attachment E**?

Yes	XXX	No	
-----	-----	----	--

Any exceptions to the insurance requirements **must** be identified on **Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFP**. In order for any exceptions to the insurance requirements to be considered they must be documented in detail in **Attachment B**. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission.

Upon contract award, the successful vendor **must** provide the Certificate of Insurance identifying the coverages as specified in **Attachment E, Insurance Schedule for RFP 1995**.

4.3 BUSINESS REFERENCES

Reference #:	1		
Company Name:	Basin Tree Service & Pest Control, Inc		
Identify role company will have for this RFP project (Check appropriate role below):			
XXXX	VENDOR		SUBCONTRACTOR
Project Name:	Noxious Weed Control – Union Pacific Railroad		
Primary Contact Information			
Name:	Maria Winkler		
Street Address:	516 Third Avenue		
City, State, Zip	Seattle, WA 98104		
Phone, including area code:	206-296-0290		
Facsimile, including area code:			
Email address:	Maria.winkler@kingcounty.gov		
Alternate Contact Information			
Name:	None		
Street Address:			
City, State, Zip			
Phone, including area code:			
Facsimile, including area code:			
Email address:			
Project Information			
Brief description of the project/contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.) if applicable:	furnishing necessary labor, equipment, herbicides, supplies and transportation to apply herbicides for controlling noxious weeds under the direction of Union Pacific Railroad.		
Original Project/Contract Start Date:	1/1/2000		
Original Project/Contract End Date:	12/31/2011 (Extended to 12/31/2012)		
Original Project/Contract Value:	60-80K Yearly		
Final Project/Contract Date:	On-Going		
Was project/contract completed in time originally allotted, and if not, why not?	N/A – Ongoing project		
Was project/contract completed within or under the original budget/ cost proposal, and if not, why not?	Always Stays within the budget of UPRR.		

Reference #:	2		
Company Name:	Basin Tree Service & Pest Control, Inc.		
Identify role company will have for this RFP project (Check appropriate role below):			
XXXX	VENDOR		SUBCONTRACTOR
Project Name:	Idaho Transportation Dept. -- Roadside Spot Spray Dist. 2		
Primary Contact Information			
Name:	Richard Baerlocher		
Street Address:	Idaho Transportation Department Attn: Richard Baerlocher P O Box 837		
City, State, Zip	Lewiston, ID 83501-0837		
Phone, including area code:	208-413-2542		
Facsimile, including area code:			
Email address:	Richard.Baerlocher@itd.idaho.gov		
Alternate Contact Information			
Name:	None		
Street Address:			
City, State, Zip			
Phone, including area code:			
Facsimile, including area code:			
Email address:			
Project Information			
Brief description of the project/contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.) if applicable:	furnishing necessary labor, equipment, herbicides, supplies and transportation to apply herbicides for controlling noxious weeds under the direction of Idaho Transportation Department - Richard Baerlocher		
Original Project/Contract Start Date:	4/27/2011		
Original Project/Contract End Date:	4/27/2012 (extended to 4/26/2013)		
Original Project/Contract Value:	193,000 Annually		
Final Project/Contract Date:	On-going		
Was project/contract completed in time originally allotted, and if not, why not?	N/A - Ongoing project		
Was project/contract completed within or under the original budget/ cost proposal, and if not, why not?	Always on budget		

Reference #:	3		
Company Name:	Basin Tree Service & Pest Control, Inc.		
Identify role company will have for this RFP project (Check appropriate role below):			
	VENDOR		SUBCONTRACTOR
Project Name:	Franklin County Public Works – Roadside Herbicide Application		
Primary Contact Information			
Name:	Ron Horn		
Street Address:	3416 Stearman Avenue		
City, State, Zip	Pasco, WA 99301-7104		
Phone, including area code:	509-531-2590		
Facsimile, including area code:			
Email address:	rhorn@co.franklin.wa.us		
Alternate Contact Information			
Name:	None		
Street Address:			
City, State, Zip			
Phone, including area code:			
Facsimile, including area code:			
Email address:			
Project Information			
Brief description of the project/contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.) if applicable:	furnishing necessary labor, equipment, herbicides, supplies and transportation to apply herbicides for controlling noxious weeds under the direction of Franklin County Public Works – Ron Horn		
Original Project/Contract Start Date:	3/22/2009		
Original Project/Contract End Date:	3/1/2010 (Extended to 12/31/2012)		
Original Project/Contract Value:	54,000 Annually		
Final Project/Contract Date:	12/31/12		
Was project/contract completed in time originally allotted, and if not, why not?	Yes		
Was project/contract completed within or under the original budget/ cost proposal, and if not, why not?	Yes		

Tab VIII. Attachment G – Proposed Staff Resume(s)

PROPOSED STAFF RESUME

A resume must be completed for all proposed contractor staff and proposed subcontractor staff.

COMPANY NAME:		Basin Tree Service & Pest Control, Inc.	
<input checked="" type="checkbox"/> Contractor		<input type="checkbox"/> Subcontractor	
Name:	Daniel L Nelson		<input checked="" type="checkbox"/> Key Personnel
Classification:	Backup Project Manager	# of Years in Classification:	26
Brief Summary: of Experience:	Set program objectives, monitor progress in meeting those objectives, implement policy and procedure, coordinate with State of Nevada representatives, conduct reviews, conduct safety meeting and training sessions, train all new locally hired staff members, general compliance with contract specifications, review daily performance of the spray crews and support staff; mobilizes equipment, maintains quality control, and provides general supervision, and more.		
# of Years with Firm:	26		
RELEVANT PROFESSIONAL EXPERIENCE			
<p>Required Information:</p> <p>3/2009 to Present Vendor Name: Basin Tree Service & Pest Control, Inc. Client Name: Franklin County Public Works Client Contact Name: Ron Horn Client Address, Phone Number, Email: Franklin County Public Works 3416 Stearman Ave Pasco, WA 99301 509-531-2590 509-545-3514 rhorn@co.franklin.wa.us Role in Contract/Project: Road Superintendent Details and Duration of Contract/Project: Served as Operations Manager and managed as well as performed spraying of post-emergent herbicides along roadsides within Franklin County.</p>			
<p>Required Information:</p> <p>1/2005 to Present: Vendor Name: Basin Tree Service & Pest Control, Inc. Client Name: FPL Energy Operating Services, Inc. Client Contact Name: Glen King Client Address, Phone Number, Email: LUZ Solar Partners LTD VIII 43880 Harper Lake RD Hinkley, CA 92347 SEGS VIII & IX 760-762-3100 (ext. 231) Glen_king@fpl.com Role in Contract/Project: COR Details and Duration of Contract/Project: Served as project lead and performed the application of pre and post emergent herbicide application within the 2,200 acre SEGS VIII and SEGS IX solar collection sites in Hinkley, CA</p>			

Required Information: 05/2011 to Present: Vendor Name: Basin Tree Service & Pest Control, Inc. Client Name: NY City Transit Authority Client Contact Name: John Brown Client Address, Phone Number, Email: 718-694-4972 New York City Transit Authority 2 Broadway New York, NY 10004 marc.savoy@nyct.com Role in Contract/Project: Superintendent Details and Duration of Contract/Project: served as assistant project manager and assisted with the application of pre and post-emergent herbicides along right-of-way within the New York Transit rail system, this project was comprised of approximately 1500 spray acres(2 years)		
EDUCATION		
Institution Name: City: State: Degree/Achievement: Certifications:	Institution Name: Big Bend Community College City: Moses Lake State: WA Degree/Achievement: Associate of Arts Certifications: Pesticide Licensed in aquatics and Right of Way WA, OR, CA, ID, MT, CO, AZ, Arborist, Class A CDL Hazardous Tanker	
REFERENCES		
Minimum of three (3) required, including name, title, organization, phone number, fax number and email address		Ron Horn 509-531-2590 509-545-3514 rhorn@co.franklin.wa.us Glen King 760-762-3100 (ext. 231) Glen_king@fpl.com John Brown 718-694-4972 marc.savoy@nyct.com

PROPOSED STAFF RESUME

A resume must be completed for all proposed contractor staff and proposed subcontractor staff.

COMPANY NAME:		Basin Tree Service & Pest Control, Inc.	
<input checked="" type="checkbox"/> Contractor		<input type="checkbox"/> Subcontractor	
Name:	Judy M Nelson		<input checked="" type="checkbox"/> Key Personnel
Classification:	Contract Manager	# of Years in Classification:	
Brief Summary of Experience:	Application Manager for since 1992 - Current. Judy is responsible for ordering, maintenance and applications for all Chemical contracts. She has sprayed 10,000 acres per year from 1992 – present in the states of Washington, Idaho and Nevada.		
# of Years with Firm:	20		
RELEVANT PROFESSIONAL EXPERIENCE			
Required Information: 1/1/2000 to Present: Vendor Name: Basin Tree Service & Pest Control, Inc. Client Name: Union Pacific Railroad/King County Weed Control Board Client Contact Name: Maria Winkler Client Address, Phone Number, Email: 516 Third Avenue Seattle, WA 98104 206-296-0290 Maria.winkler@kingcounty.gov Role in Contract/Project: Contract/Project Manager Details and Duration of Contract/Project: furnished necessary labor, equipment, herbicides, supplies and transportation to apply herbicides for controlling noxious weeds under the direction of King County Noxious Weed Control Board for Union Pacific Railroad.			
Required Information: 04/2011 to Present: Vendor Name: Basin Tree Service & Pest Control, Inc. Client Name: Idaho Transportation Department Client Contact Name: Richard Baerlocher Client Address, Phone Number, Email: Idaho Transportation Department Attn: Richard Baerlocher P O Box 837 Lewiston, ID 83501-0837 208-413-2542 208-799-4275 Richard.Baerlocher@itd.idaho.gov Role in Contract/Project: Contract/Project Manager Details and Duration of Contract/Project: Furnishing necessary labor, equipment, herbicides, supplies and transportation to apply herbicides for controlling noxious weeds under the direction of Idaho Transportation Department - Richard Baerlocher.			

Required Information: 01/1999 to 12/2010 Vendor Name: Basin Tree Service & Pest Control, Inc. Client Name: Nevada Department of Transportation Client Contact Name: Gregory Mindrum Client Address, Phone Number, Email: C. 050 Maintenance @ Ops Carson City, NV. 89712 (775) 888-7865 (775) 687-4014 (775) 813-3582 gmindrum@dot.state.nv.us Role in Contract/Project: COR Details and Duration of Contract/Project: Furnishing necessary labor, equipment, herbicides, supplies and transportation to apply herbicides for controlling Roadside right of way weeds to prevent road flooding as well as fire hazards under the direction of Nevada Department of Transportation – Gregory Mindrum		
EDUCATION		
Institution Name: Columbia Basin College City: Pasco State: WA Degree/Achievement: Associates of Art Certifications: Licensed Herbicide/Pesticide Applicator in Idaho, Nevada, and Washington, WA CDL Class A , Tanker, Current CPR, & Flagger.		
REFERENCES		
Minimum of three (3) required, including name, title, organization, phone number, fax number and email address		Maria Winkler 206-296-0290 Maria.winkler@kingcounty.gov Richard Baerlocher 208-413-2542 208-799-4275 Richard.Baerlocher@itd.idaho.gov Gregory Mindrum (775) 888-7865 (775) 687-4014 (775) 813-3582 gmindrum@dot.state.nv.us

PROPOSED STAFF RESUME

A resume must be completed for all proposed contractor staff and proposed subcontractor staff.

COMPANY NAME:		Basin Tree Service & Pest Control, Inc.	
<input checked="" type="checkbox"/> Contractor		<input type="checkbox"/> Subcontractor	
Name:	Steve Adams		<input checked="" type="checkbox"/> Key Personnel
Classification:	Project Manager	# of Years in Classification:	25
Brief Summary: of Experience:	Set program objectives, monitor progress in meeting those objectives, implement policy and procedure, coordinate with State of Nevada representatives, conduct reviews, conduct safety meeting and training sessions, train all new locally hired staff members, general compliance with contract specifications, review daily performance of the spray crews and support staff; mobilizes equipment, maintains quality control, and provides general supervision, and more.		
# of Years with Firm:	25		
RELEVANT PROFESSIONAL EXPERIENCE			
Required Information: 01/2008 to Present: Vendor Name: Basin Tree Service & Pest Control, Inc. Client Name: Bureau of Land Management, Elko District Office Client Contact Name: Brian Mulligan Client Address, Phone Number, Email: Ely District Office HC33 Box 33500 Ely, NV 89301 775.753.0263 Role in Contract/Project: COR Details and Duration of Contract/Project: Steve served as project manager and oversaw the Marge Burn (2011), Marge Burn/South fork Weed Control (2008), and Marge Burn (2009) Noxious Weed Control Projects.			
Required Information: 1/2007 to Present: Vendor Name: Basin Tree Service & Pest Control, Inc. Client Name: Newmont Mining Corporation Client Contact Name: Brett Walsh Client Address, Phone Number, Email: Newmont Mining Corporation 1655 Mountain City Highway Elko, NV 89801 775-778-4441 Role in Contract/Project: COR Details and Duration of Contract/Project: Serves as project manager and overseas the ground based selective herbicide treatment of noxious weeds located throughout various locations of Newmont's, Carlin, and Rain Mines.			

Required Information: 01/2001 to Present: Vendor Name: Basin Tree Service & Pest Control, Inc. Client Name: Valley Electric Client Contact Name: Lee Bridges Client Address, Phone Number, Email: Valley Electric 800 E Highway 372 PO Box 237 Pahrump, NV 89041 775-727-5312 Role in Contract/Project: COR Details and Duration of Contract/Project:		
EDUCATION		
Institution Name: Edmonds Community College City: Edmonds State: WA Degree/Achievement: Associate of Arts Certifications: Pest Control		
REFERENCES		
Minimum of three (3) required, including name, title, organization, phone number, fax number and email address		Brian Mulligan – COR - 775.753.0263 – bmulligan@blm.gov Lee Bridges – COR - 775-727-5312 No email available Brett Walsh – 775-778-4441 - brett.walsh@newmont.com

Tab IX. Other Informational Material



Attachment 1—About Basin Tree Service and United Right-of-Way

Basin Tree Service & Pest Control, Inc (BTS), doing business as United Right-of-Way (URW), is a Washington State Corporation with staffed offices in Ephrata, Washington; Holtville, California; Phoenix, and Arizona.

The original Basin Tree Service was formed in 1974, and was focused primarily on tree trimming services. The Company was formally incorporated in 1990 with the mission of providing cost effective herbicide spray, tree trimming, and pest control services to various public and private entities throughout Washington State.

Since these modest beginnings, BTS/URW has grown to become one of the largest type companies in the Western and Southwestern United States. BTS/URW has also expanded our line of services to include landscape maintenance and construction, power line tree trimming, rights-of-way clearing, bare ground herbicide application, and irrigation system herbicide application. These additional services have enabled BTS/URW to offer our long list of

customers a more complete and comprehensive vegetation management solution.

To ensure prompt response to our customers, BTS/URW presently occupies an 8,000 square foot office and shop complex in Ephrata, Washington. This facility serves as our corporate headquarters and home base for operations in the Pacific Northwest. This facility provides adequate space for office, financial and management personnel, equipment fabrication, storage and maintenance, and state-of-the-art chemical handling and storage.

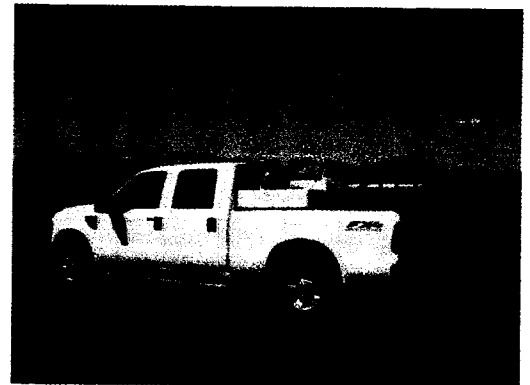
In addition to the Ephrata facility, BTS/URW also occupies a 4,000 square foot office and shop complex with two (2) acres of storage in Phoenix, Arizona; and two shop and office facilities in Holtville, California. These facilities are used primarily for administrative and field operations for customers in the Southwest. The convenient proximity of these locations allows BTS/URW to cost effectively service customers throughout Arizona, Southern and Central California, New Mexico, Nevada and western Texas.

During the past 22 years, BTS/URW has strived to develop an organization that is viewed by customers and competitors alike as one of the most innovative, safest, and cost effective companies in the vegetation management industry.

Attachment 2—Equipment and Spray Systems

BTS/URW maintains some of the most advanced equipment in the weed control industry and is constantly striving to improve.

BLM can be confident that BTS/URW has more than enough capacity, both in terms of people and equipment, to perform all of our obligations under this contract.





Attachment 3—Quality Control

Quality isn't a program, it's a result, and it only happens when an entire organization is dedicated to its principles. At BTS/URW, we are, and we've proven it for more than 20 years.

Some companies say whatever is necessary to win a contract, and then do the least amount of work possible to satisfy its terms. We're different. At BTS/URW, we understand and recognize that we are a contractor, but we try to behave like we're an extension of your staff.

BTS/URW recognizes that ensuring quality control throughout the application process is paramount to a successful herbicide program. BTS/URW maintains quality control by focusing on three keys, education of the employee, communication with the customer and close supervision of the project.

Employee hiring and education

BTS/URW takes great pride in the quality of our workforce, which is a direct byproduct of a rigorous on-the-job training program and careful hiring practices.

Careful supervision and oversight

Prior to any application, the customer determines the specific quality standards it desires and it becomes our goal to meet or exceed these standards. If for some reason the standards are not met, the problem areas will be reviewed with the applicator and customer to determine what changes are necessary to meet the desired standards.

Since we are proactive in our review many quality problems are caught and addressed before the customer even notices the problem.

Great Company! I would recommend them to anyone.

*Leland Bridges
Valley Electric*

Close supervision of the project is very important to ensure that quality standards are maintained on a consistent basis. The supervisor is responsible for crew scheduling, paperwork submittal, customer coordination, work review, and problem mitigation should it arise.

BTS/URW believes that higher-level organizational review of information provided by the field personnel further ensures that quality control procedures are constantly maintained and that problems are addressed in a proactive not reactive manner.

Ongoing communication

The ongoing communication between the project manager, spray operator and the customer representative is paramount to a successful spray application. We believe the customer must have prior knowledge of the application area and be able to quickly contact the spray applicator in the event of a problem or to review the work in progress. Therefore, each spray crew is equipped with a GPS enabled cell phone to ensure ready communication in the event of a customer question, problem, or an emergency.



Attachment 4—Safety Programs

We begin by requiring all potential safety sensitive employees to take and pass a pre-employment drug test and submit an abstract driving record for review. Upon satisfactory completion of the drug test and review of the driving record, each and every operational employee receives at least the following information, training and instruction before they are permitted to begin work:

- Company policies and procedures;
- First Aid and CPR training;
- Hazardous material handling, transportation and clean up;
- Equipment use and maintenance;
- Testing for applicator license.

In addition to the initial training all operational employees receive monthly, quarterly and annual re-certification training to ensure they maintain their licenses

and certifications and are current on the latest company and industry safety information, policies and procedures.

BTS/URW's commitment to safeguard the environment cannot be understated. As an example, the company's chemical storage facilities meet or exceed the state and federal rules and regulation regarding secondary containment of pesticides.

The company's training and safety information is always available for review by our customers upon request.

Please reference the attached Site Specific Safety Plan.



Attachment 5—Administrative Support

An important part of our customer service commitment is making sure we provide our customers with everything they need both in terms of the weed control services we provide and the administrative services that support your weed control program.

BTS/URW utilizes a state-of-the-art computerized accounting and financial system which permits the timely invoicing of customers and the accurate application of customer payments and credits. The flexibility of these systems enables BTS/URW to readily meet a customer's specific invoicing or reporting requirements.

The corporate office manager ensures all company generated information and documentation is properly prepared, maintained, secured and subsequently conveyed to the customer in the format they require. In support of this effort, all field personnel are required to submit daily reports to the Office Manager. These reports typically include copies of all spray logs, status report of daily activities noting any deviations from the daily work plan, and employee timesheets.

BLM can be confident that our administrative and back office support services share the same high level of quality that our customers have come to expect from our spray services.



Attachment 6—Hazardous Materials

BTS/URW has developed and implemented a comprehensive hazardous materials program that ensures the work environment is free from recognized hazards that could cause injury or illness to the general public, BLM personnel or BTS/URW employees.

Each supervisor and manager is accountable for the safety performance of his or her departmental activities, and this performance is measured regularly against the corporate goal of zero accidents and work time loss. This comprehensive program specifically addresses the areas of hazard evaluation, labels & warnings; material safety data sheets (MSDS), employee information and training, and pre and post supervisor review of projects.

BTS/URW complies with the Department of Transportation training and testing requirements as specified in HM 126 F that specifically addresses the safe transportation of hazardous materials.

Additionally, in the event of an accidental spill of any hazardous material, BTS/URW employees are trained and certified under federal guidelines to quickly evaluate the situation to determine any public health risks, properly contain the spill, and provide clean up.

BTS/URW is, and always has been, committed to complying with environmental rules and regulations. While most companies share this commitment, it is not uncommon for pesticide and herbicide application businesses to be charged and penalized for violating environmental rules or regulations. Precisely because violations are relatively common, BTS/URW is very proud of the fact that we have never been charged with or penalized for violating state or federal environmental or hazardous waste laws or regulations.



Attachment 7—Insurance Coverage

BTS/URW maintains comprehensive insurance coverage, including, but not limited to, the following policies:

- ✓ \$2,000,000 Commercial General Liability insurance policy, including personal injury liability and property damage liability;
 - ✓ \$2,000,000 Automobile bodily injury;
 - ✓ Workers Compensation policies through Washington Labor and Industries;
 - ✓ \$6,000,000 Railroad Protective Liability coverage;
 - ✓ \$1,000,000 Chemical Liability Insurance with pollution coverage's.
-

As added protection for our customers BTS/URW at its own expense, will carry and maintain a "Sudden and Accidental Pollution Liability Insurance" policy in the amount of \$1,000,000 per occurrence.

We will provide certificates of this insurance coverage prior to commencing any work.



CERTIFICATE OF LIABILITY INSURANCE

UNITE-3

OP ID: RR

DATE (MM/DD/YYYY)

09/12/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hub International Northwest P. O. Box 3018 Bothell, WA 98041-3018 Michael Cotton		425-489-4500 425-489-4501	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
INSURED Basin Tree Service & Pest Control, Inc. dba United Right of Way 1302 Basin N.W. Ephrata, WA 98823		INSURER(S) AFFORDING COVERAGE INSURER A: Transportation Ins. Co. INSURER B: Continental Ins Co. INSURER C: Westchester Surplus Lines INSURER D: INSURER E: INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY		2091318524	08/02/12	08/02/13	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$
	<input checked="" type="checkbox"/> Owner/Cont Prot.					PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> STOP GAP LIABILITY					GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY		2091318569	08/02/12	08/02/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS					\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		2091318524	08/02/12	08/02/13	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N				E.L. EACH ACCIDENT \$ 1,000,000
	<input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	POLLUTION LIABILITY		G24307001001	08/02/12	08/02/13	OCC 2,000,000 AGG 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: All Operations. The State of Nevada, its officers, officials, agents and employees are named as additional insureds on a primary and non-contributory basis as per attached endorsement and on Auto Liability per attached endorsement. Waiver of subrogation applies.

CERTIFICATE HOLDER

STATE OF

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
515 E. MUSSER ST, SUITE 300
CARSON CITY, NV 89701

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS
- WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE (OPTIONAL)

Name of Additional Insured Persons Or Organizations
(As required by "written contract" per Paragraph A. below.)

Locations of Covered Operations
(As per the "written contract," provided the location is within the "coverage territory" of this Coverage Part.)

- A. Section II - Who Is An Insured** is amended to include as an additional insured:
1. Any person or organization whom you are required by "written contract" to add as an additional insured on this Coverage Part; and
 2. The particular person or organization, if any, scheduled above.
- B. The insurance provided to the additional insured is limited as follows:**
1. The person or organization is an additional insured only with respect to liability for "bodily injury," "property damage," or "personal and advertising injury" caused in whole or in part by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalfin the performance of your ongoing operations specified in the "written contract"; or
 - c. "Your work" that is specified in the "written contract" but only for "bodily injury" or "property damage" included in the "products-completed operations hazard," and only if:
 - (1) The "written contract" requires you to provide the additional insured such coverage; and
 - (2) This Coverage Part provides such coverage.
2. We will not provide the additional insured any broader coverage or any higher limit of insurance than the least that is:
 - a. Required by the "written contract";
 - b. Described in **B.1.** above; or
 - c. Afforded to you under this policy.
 3. This insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. But if required by the "written contract," this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.
 4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of:
 - a. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (2) Supervisory, inspection, architectural or engineering activities; or



- b. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this Coverage Part.

C. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

- 1. The **Duties In The Event of Occurrence, Offense, Claim or Suit** condition is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement will as soon as practicable:

- (1) Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
- (2) Except as provided in Paragraph B.3 of this endorsement, agree to make available any other insurance the additional insured has for a loss we cover under this Coverage Part;
- (3) Send us copies of all legal papers received, and otherwise cooperate with us in the investigation, defense, or settlement of the claim or "suit"; and
- (4) Tender the defense and indemnity of any claim or "suit" to any other insurer or self insurer whose policy or program applies to a loss we cover under this Coverage Part. But if the "written contract" requires this insurance to be primary and non-contributory, this provision (4) does not apply to insurance on which the additional insured is a Named Insured.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit."

- 2. With respect only to the insurance provided by this endorsement, the first sentence of Paragraph 4.a. of the Other Insurance Condition is deleted and replaced with the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary and non-contributory except when rendered excess by endorsement G-140331-C, or when Paragraph **b.** below applies.

- D. Only for the purpose of the insurance provided by this endorsement, **SECTION V – DEFINITIONS** is amended to add the following definition:

"Written contract" means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the contract or agreement:

- 1. Is currently in effect or becomes effective during the term of this policy; and
- 2. Was executed prior to:
 - a. The "bodily injury" or "property damage"; or
 - b. The offense that caused the "personal and advertising injury"

for which the additional insured seeks coverage under this Coverage Part.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
CONTRACTORS' GENERAL LIABILITY EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Coverage afforded under this extension of coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Coverage Part.

SCHEDULE

Coverages are summarized below. For particulars and limitations affecting each coverage, please refer to the corresponding policy provisions in the body of this endorsement.

- 1. Miscellaneous Additional Insureds**
7 additional insured extensions.
- 2. Employees As Insureds – Health Care Services**
- 3. Joint Ventures/Partnership/Limited Liability Companies**
Coverage for your interest in such terminated or ended organizations.
- 4. Expanded Personal And Advertising Injury**
- 5. Medical Payments**
Limits increased to \$15,000.
Reporting increased to three years from the date of accident.
- 6. Legal Liability And Borrowed Equipment**
Extended perils.
Limit increased to \$200,000 for Damage to Premises Rented To You
- 7. Non-owned Watercraft**
Increased to 55 feet.
- 8. Non-owned Aircraft Coverage**
- 9. Contractual Liability For Personal And Advertising Injury**
- 10. Supplementary Payments**
Cost of bail bonds increased to \$2,500.
Daily loss of earnings increased to \$1,000.
- 11. Liquor Liability Coverage Extension**
- 12. Newly Formed Or Acquired Organizations**
Coverage extended to the end of the policy period.
- 13. Liberalization Clause**
- 14. Unintentional Failure To Disclose Hazards**
- 15. Notice of Occurrence**
- 16. Broad Knowledge of Occurrence**
- 17. Aggregate Limits Per Project**
- 18. Bodily Injury – Extension of Coverage**
- 19. Expected Or Intended Injury**
Reasonable force – bodily injury or property damage.
- 20. Wrap-Up Extension**
- 21. Contractual Liability – Railroads**
Expanded definition of "insured contract;".
- 22. Blanket Waiver of Subrogation**

1. MISCELLANEOUS ADDITIONAL INSUREDS

Section II Who Is An Insured is amended to include as an insured any person or organization (called additional insured) described in Paragraphs 2.a. through 2.g. below whom you are required to add as an additional insured on this policy under a written contract or written agreement. However, the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "bodily injury," "property damage" or "personal injury and advertising injury," but only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

a. State or Governmental Agency or Subdivision or Political Subdivisions

A state or governmental agency or subdivision or political subdivision subject to the following provisions:

- (1) This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent, or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
- (2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality.

b. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) Their financial control of you; or
 - (2) Premises they own, maintain or control while you lease or occupy these premises.
- This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

c. Managers or Lessors of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

d. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

e. Owners/Other Interests – Land Is Leased

An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease that land; or

- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

1. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

g. Lessor of Equipment

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their written contract or written agreement with you for such leased equipment ends.

With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply:

- (1) To any "occurrence" which takes place after the equipment lease expires; or
- (2) To "bodily injury," "property damage," or "personal and advertising injury" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under Paragraphs a. through g. above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard."

As respects the coverage provided under this provision, Paragraph 4.b.(1) of Section IV – Commercial General Liability Conditions is deleted and replaced with the following:

4. Other Insurance

b. Excess Insurance

(1) This insurance is excess over:

Any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing. Where required by written contract or written agreement, we will consider any other insurance maintained by the additional insured for injury or damage covered by this endorsement to be the excess and noncontributing with this insurance.

2. EMPLOYEES AS INSUREDS – HEALTH CARE SERVICES

Paragraph 2.a.(1)(d) of Section II – Who Is An Insured is deleted.

3. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANY COVERAGE

A. The following is added to Section II – Who Is An Insured:

4. You are an insured when you had an interest in a joint venture, partnership or limited liability company which terminated or ended prior to or during this policy period but only to the extent of your interest in such joint venture, partnership or limited liability company. This coverage does not apply:
 - a. Prior to the termination date of any joint venture, partnership or limited liability company; or
 - b. If there is other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

c. To a joint venture, partnership or limited liability company which is or was insured under a "consolidated (wrap-up) insurance program."

"Consolidated (wrap-up) insurance program" means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, otherwise referred to as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

B. The last paragraph of Section II – Who Is An Insured is deleted and replaced by the following:

Except as provided in Paragraph 4. above, no person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

4. EXPANDED PERSONAL AND ADVERTISING INJURY

- A. The following is added to Section V – Definitions, the definition of "Personal and advertising injury":
 - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:
 - (1) Not done intentionally by or at the direction of:
 - (a) The insured; or
 - (b) Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and
 - (2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or persons by any insured.
 - B. Exclusions of Section I – Coverage B – Personal and Advertising Injury Liability is amended to include the following:

Discrimination Relating To Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

Fines Or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.
 - D. This provision 4. (EXPANDED PERSONAL AND ADVERTISING INJURY COVERAGE) does not apply if Section I – Coverage B – Personal and Advertising Injury Liability is excluded either by the provisions of the Coverage Part or by endorsement.
- 5. MEDICAL PAYMENTS**
- A. Paragraph 7. Medical Expense Limit, of Section III – Limits of Insurance is deleted and replaced by the following:
 7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most we will pay under Section – I – Coverage C for all medical expenses because of "bodily injury" sustained by any one person. The Medical Expense Limit is the greater of:
 - (1) \$15,000; or
 - (2) The amount shown in the Declarations for Medical Expense Limit.
 - B. This provision 5. (Medical Payments) does not apply if Section I – Coverage C Medical Payments is excluded either by the provisions of the Coverage Part or by endorsement.
 - C. Paragraph 1.a.(3)(b) of Section I – Coverage C – Medical Payments, is replaced by the following:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident; and
- 6. LEGAL LIABILITY AND BORROWED EQUIPMENT**
- A. Under Section I – Coverage A – Bodily Injury and Property Damage 2. Exclusions, Exclusion J, is replaced by the following:

"Property damage" to:

 - (1) Property you own, rent, or occupy;
 - (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
 - (3) Property loaned to you;
 - (4) Personal property in the care, custody or control of the insured;
 - (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
 - (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (1), (3) and (4) of this exclusion do not apply to:

 - (i) "property damage" to tools or equipment loaned to you if the tools or equipment are not being used to perform operations at the time of loss; or
- (ii) "property damage" (other than damage by fire) to premises rented to you or temporarily occupied by you with the permission of the owner, or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.
- Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.
- Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."
- B. Under Section I – Coverage A – Bodily Injury and Property Damage the last paragraph of 2. Exclusions is deleted and replaced by the following:

Exclusions c, through n, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.
 - C. Paragraph 6. Damage To Premises Rented To You Limit of Section III – Limits Of Insurance is replaced by the following:
 6. Subject to Paragraph 5. above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most we will pay under Section – I – Coverage A for damages because of "property damage" to any one premises while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:
 - a. \$200,000; or
 - b. The Damage To Premises Rented To You Limit shown in the Declarations.
 - D. Paragraph 4.b.(1)(e)(ii) of Section IV – Commercial General Liability Conditions is deleted and replaced by the following:
 - (ii) That is property insurance for premises rented to you or temporarily occupied by you with the permission of the owner; or
 - E. This provision 6. (LEGAL LIABILITY AND BORROWED EQUIPMENT) does not apply if Damage To Premises Rented To You Liability under Section I – Coverage A is excluded either by the provisions of the Coverage Part or by endorsement.
- 7. NON-OWNED WATERCRAFT**
- Under Section I – Coverage A, subparagraph (2) is deleted and replaced by the following:
 - (2) A watercraft you do not own that is:
 - (a) Less than 55 feet long; and
 - (b) Not being used to carry persons or property for a charge.
- 8. NON-OWNED AIRCRAFT**
- Exclusion 2.g. of Section I – Coverage A – Bodily Injury and Property Damage, does not apply to an aircraft you do not own, provided that:
1. The pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
 2. It is rented with a trained, paid crew; and
 3. It does not transport persons or cargo for a charge.
- 9. CONTRACTUAL LIABILITY FOR PERSONAL AND ADVERTISING INJURY**
- Exclusion e. Contractual Liability of Section I – Coverage B is deleted.
- 10. SUPPLEMENTARY PAYMENTS**
- A. Under Section I – Supplementary Payments – Coverages A and B, Paragraph 1.b., the limit of \$250 shown for the cost of bail bonds is replaced by \$2,500.
 - B. In Paragraph 1.d., the limit of \$250 shown for daily loss of earnings is replaced by \$1,000.
- 11. LIQUOR LIABILITY**
- Exclusion c. of Section I – Coverage A is deleted.

12. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Paragraph 3.a. of Section II – Who Is An Insured is deleted and replaced by the following:

Coverage under this provision is afforded only until the end of the policy period or the next anniversary of this policy's effective date after you acquire or form the organization, whichever is earlier.

13. LIBERALIZATION CLAUSE

If we adopt a change in our forms or rules which would broaden coverage for contractors under this endorsement without an additional premium charge, your policy will automatically provide the additional coverages as of the date the revision is effective in your state.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Based on our reliance on your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure.

15. NOTICE OF OCCURRENCE

The following is added to Paragraph 2. of Section IV – Commercial General Liability Conditions – Duties In The Event Of Occurrence, Offense, Claim or Suit:

Your rights under this Coverage Part will not be prejudiced if you fail to give us notice of an "occurrence," offense, claim or "suit" and that failure is solely due to your reasonable belief that the "bodily injury" or "property damage" is not covered under this Coverage Part. However, you shall give written notice of this "occurrence," offense, claim or "suit" to us as soon as you are aware that this insurance may apply to such "occurrence," offense claim or "suit."

16. BROAD KNOWLEDGE OF OCCURRENCE

The following is added to Paragraph 2. of Section IV – Commercial General Liability Conditions – Duties In The Event Of Occurrence, Offense, Claim or Suit:

You must give us or our authorized representative notice of an "occurrence," offense, claim, or "suit" only when the "occurrence," offense, claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An executive officer or the employee designated by you to give such notice, if you are a corporation; or
- (4) A manager, if you are a limited liability company.

17. AGGREGATE LIMITS PER PROJECT

A. For all sums which the Insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single construction project away from premises owned by or rented to the insured:

1. A separate Single Construction Project General Aggregate Limit applies to each construction project away from premises owned by or rented to the insured, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Single Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses under Coverage C regardless of the number of:

- a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits."
3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Single Construction Project General Aggregate Limit for that construction project away from premises owned by or rented to the insured. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Single Construction Project General Aggregate Limit for any other separate construction project away from premises owned by or rented to the insured.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit

shown in the Declarations, such limits will be subject to the applicable Single Construction Project General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to ongoing operations at a single construction project away from premises owned by or rented to the insured:

1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit of the Products-Completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Single Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Single Construction Project General Aggregate Limit.

D. If a single construction project away from premises owned by or rented to the insured has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

18. EXPANDED BODILY INJURY

Section V – Definitions, the definition of "bodily injury" is changed to read:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the bodily injury, sickness or disease.

19. EXPECTED OR INTENDED INJURY

Exclusion a. of Section I – Coverage A – Bodily Injury and Property Damage Liability is replaced by the following:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

20. OWNER CONTROLLED INSURANCE PROGRAM, CONTRACTOR CONTROLLED INSURANCE PROGRAM OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM

The endorsement EXCLUSION – CONSTRUCTION WRAP-UP PROGRAM which is attached to this policy is amended as follows:

A. If the endorsement EXCLUSION – CONSTRUCTION WRAP-UP or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached to this policy, then it is amended to add the following:

With respect to a "consolidated (wrap-up) insurance program" project in which you are or were involved, this exclusion does not apply to:

1. Your liability for "bodily injury," "property damage," or "personal or advertising injury" that occurs during your ongoing operations at the project, or during such operations of anyone acting on your behalf;
 2. Your liability for "bodily injury" or "property damage" included within the "products-completed operations hazard" that arises out of those portions of the project that are not "residential structures."
- B. The following is added to Paragraph 4.b.(1) of Section IV-Commercial General Liability Conditions
- This insurance is excess over:

- (c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to you as a result of your being a participant in a "consolidated (wrap-up) insurance program," but only as respects your involvement in that "consolidated (wrap-up) insurance program."

C. The following is added to Section V – Definitions:

"Consolidated (wrap-up) insurance program" means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project.

otherwise referred to as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

"Residential structure" means any structure where 30% or more of the square foot area is used or is intended to be used for human residency including but not limited to single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments and also includes their common areas and/or appurtenant structures (including pools, hot tubs, detached garages, guest houses or any similar structures). When there is no individual ownership of units, residential structure does not include military housing, college/university housing or dormitories, long term care facilities, hotels, or motels. Residential structure also does not include hospitals or prisons.

21. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of "insured contract" in Section V – Definitions is replaced by the following:

"Insured Contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

22. BLANKET WAIVER OF SUBROGATION

The Transfer Of Rights Of Recovery Against Others To Us Condition (Section IV – Commercial General Liability Conditions) is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

1. Your ongoing operations; or
 2. "Your work" included in the "products-completed operations hazard."
- However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

1. Is in effect or becomes effective during the term of this policy; and
2. Was executed prior to loss.

23. IN REM ACTIONS

Any action in rem against any vessel owned, operated by or for, or chartered by or for you will be treated in the same manner as though the action were in personam against you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 8/2/12	Countersigned By: (Authorized Representative)
Named Insured: Basin Tree Service & Pest Control, Inc.	

SCHEDULE

Name of Person(s) or Organization(s): PER WRITTEN CONTRACT.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
WAIVER OF TRANSFER RIGHTS OF RECOVERY AGAINST OTHERS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM

SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

We waive any right of recovery we may have against the person or organization shown in the Schedule because of payments we make for the injury or damage. This injury or damage must arise out of your activities under

a contract with that person or organization. The waiver applies only to the person or organization shown in the Schedule.



2. Past Experience on Similar Projects

BTS/URW has extensive experience performing noxious weed herbicide applications and during the past five years alone, BTS/URW has sprayed in excess of 10,000 acres across the noxious weed projects we have completed.

Experience in Washington, New York and Pacific Northwest Region

BTS/URW has Noxious Weed experience in Nevada, but more than that, we have extensive experience managing weed programs throughout the Western United States. This is important for three reasons.

1. All of our staff knows the local environment very well, along with the various types of weeds and crops that are common in the project areas.
 2. BTS/URW is already familiar with all of the local and state regulations governing the spraying of weed control chemicals.
 3. BTS/URW understands the intricacies and challenges of spraying chemicals on State and Federal lands. Through many years of experience, we also have the equipment and knowhow to ensure the desired results while minimizing off-target damage.
-

BLM can be confident that BTS/URW has the expertise to manage your noxious weed control program to your satisfaction.

Past experience on relevant projects

BTS/URW has extensive experience managing projects comparable to the one listed in this Solicitation. We encourage you to contact these companies so you can hear, first hand, about the excellent service we provide.

Idaho Department of Transportation

This project required the selected treatment of all weeds listed on Idaho Department of Agriculture Noxious Weed List. Treatment site included all IDOT right of way located in various counties as specified by IDOT approximately 2,800 acres. Treatment method included; truck mounted sprayers, ATV's with sprayers and hand application. It was our responsibility to furnish all labor, equipment, chemicals, tools, materials, supervision, supplies, and incidentals; and perform all work necessary to complete application in accordance with the Performance Work Statement and the Herbicide Label(s).

BTS/URW has been the primary contractor on this project since 2011.

Company: Idaho Department of Transportation
Address: P.O. Box 837
Lewiston, Idaho 83501-0837
Contact: Mr. Richard Baerlocher
Telephone: (208) 799-4275
Email: richard.baerlocher@itd.idaho.gov
Services provided: Noxious Weed Herbicide Application
Contract completion date: 2011 through present
Contract value: \$200,000 annually.

Union Pacific Railroad

This project required the spraying of post-emergent herbicides (Noxious Weed Control) along 1,200 miles of railroad rights of way utilizing pickup trucks, back-packs and ATV's. The herbicide application was performed continuously and in coordination with local weed boards from June through August of each year.

BTS/URW has been the primary contractor on this project since 1998.

Company: Union Pacific Railroad
Address: 1400 Douglas St Stop
Omaha, NE 68179
Contact: Mr. Scott Lohr
Telephone: (402) 544-7224
Email: scottlohr@up.com
Services provided: Post-emergent herbicide application
Contract completion date: 1998 through present
Contract value: \$100,000 annually.

BLM / Elko – Marge Burn Weed Treatment

This project required ground based selective herbicide treatment of noxious weeds within the approximate 1,100 acre project area. Scotch Thistle was the only species allowed to be treated on this contract. Other Noxious species were found during treatment and locations passed onto BLM inspector. Application was primarily done utilizing back-pack applications with some ATV treatments. It was our responsibility to furnish all labor, equipment, chemicals, tools, materials, supervision, supplies, and incidentals; and perform all work necessary to complete application in accordance with the Performance of Work Statement and the Herbicide Label(s).

BTS/URW was the primary contractor on this project in 2011.

Company: BLM
Address: 3900 East Idaho
Elko, Nevada 89801
Contact: Mr. Bryan Mulligan
Telephone: (775) 753-0263
Email: bmulliga@blm.gov
Services provided: Noxious Weed Control
Contract completion date: May 2011.
Contract value: \$80,000 annually.

BLM / Elko – Marge Burn Southfork Weed Control

This project required ground based selective herbicide treatment of noxious weeds within the approximate 1,800 acre project area. Scotch Thistle and Whitetop were the primary species treated on this project. Application was primarily done utilizing back-pack applications with some ATV treatments. It was our responsibility to furnish all labor, equipment, chemicals, tools, materials, supervision, supplies, and incidentals; and perform all work

necessary to complete application in accordance with the Performance of Work Statement and the Herbicide Label(s).

BTS/URW was the primary contractor on this project in 2008.

Company: BLM
Address: 3900 East Idaho
Elko, Nevada 89801
Contact: Mr. Bryan Mulligan
Telephone: (775) 934-4224
Email: mark_coca@blm.com
Services provided: Noxious Weed Control
Contract completion date: May 2008.
Contract value: \$100,000 annually.

BLM / Elko – Marge Burn Noxious Weed Treatment

This project required Ground based selective herbicide treatment of noxious weeds within the approximate 1,500 acre project area. Scotch Thistle and Whitetop were the primary species treated on this project. Application was primarily done utilizing back-pack applications with some ATV treatments. It was our responsibility to furnish all labor, equipment, chemicals, tools, materials, supervision, supplies, and incidentals; and perform all work necessary to complete application in accordance with the Performance of Work Statement and the Herbicide Label(s).

BTS/URW was the sub-contractor on this project in 2009.

Company: BLM
Address: 3900 East Idaho
Elko, Nevada 89801
Contact: Mr. Jim Harmening, Inspector
Telephone: (775) 753-8402
Email: James_harmening@blm.com
Services provided: Noxious Weed Control
Contract completion date: May 2009.
Contract value: \$70,000 annually.

Newmont Mining Corporation

This project required ground based selective herbicide treatment of noxious weeds located throughout various locations of Newmont's Carlin and Rain Mines. It was our responsibility, working from maps and GPS locations to

survey and treat all State listed noxious weeds in various locations. Sites included; reclamation areas, wet land areas along streams, rivers and lakes, rangeland areas and waste dumps. Scotch Thistle, Perennial Pepper weed, Whitetop, Salt Cedar, Russian Knapweed were among the primary species treated on this project. Application was primarily done utilizing back-pack application with some ATV treatments. It was our responsibility to furnish all labor, equipment, chemicals, tools, materials, supervision, supplies, and incidentals; and perform all work necessary to complete application in accordance with the Performance of Work Statement and the Herbicide Label(s).

BTS/URW has been the primary contractor on this project since 2003.

Company: Newmont Mining Corporation
Address: P.O. Box 669
Carlin, Nevada 89822
Contact: Mr. Brett Walsh, Environmental Coordinator
Telephone: (775) 778-4441
Email: Brett.walsh@newmont.com
Services provided: Noxious Weed Control
Contract completion date: May 2003 to present.
Contract value: \$60,000 annually.



3. Key Personnel

BTS/URW has over 100 people on staff. While this pales in comparison to some large, national organizations, there are important differences between BTS/URW and our competitors. First, we have purposefully maintained a very shallow management structure consisting almost entirely of people who have hands on experience and are experts in our field. In contrast to corporate giants with lots of corporate officers and large overhead, this innovative approach means more of our staff, and most of our senior staff, have hands on experience. To a person, they are qualified and licensed to perform front line work. If there is ever an instance where our employees are unable to fulfill their duties, for whatever reason, they are backed up by supervisors, and ultimately, by top management and owners.



Second, unlike some of our largest competitors, we don't have hundreds of licensed applicators, but neither do we have hundreds or thousands of customers who are each demanding the same types of services at approximately the same

times. By focusing on building long term relationships and the delivery of quality services rather than organizational growth, we have developed a long list of happy and satisfied clients who continue using our services, year after year, because they get the services they are paying for within established timeframes.

The bottom line is that BTS/URW has more than enough resources—including qualified staff, equipment, and knowledge of the State of Nevada—to deliver the services defined in this proposal on a timely basis, to your expectations, and without disruption.

Assigning senior experts to this program

One of the most important things that differentiate BTS/URW from other vendors is that we put our top experts in the field, not in distant corporate offices.

BTS/URW was founded by Steve Adams, and Steve remains the president of our company. However, Steve's specialty and expertise is field operations related to weed control programs. Therefore, instead of putting Steve in a corporate role, he remains in the operational role that he knows best. Together with company co-founder Dan Nelson, our second most senior field expert, State of Nevada benefits from having your program managed by two of the leading experts in the industry.

In contrast to some of our competitors who typically assign these kinds of projects to less experienced employees, we offer a level of onsite expertise that no other vendor in the industry can match.

Steven Adams, Project Manager

Steve Adams will serve as the Project Manager for the State of Nevada weed control project. Steve has over 25 years of experience managing weed control programs, and he has established many of the best practices that have become standard in the industry.

In his role as Project Manager, Steve will set program objectives, monitor progress in meeting those objectives, implement policy and procedures, coordinate with State of Nevada representatives, conduct reviews, conduct Safety meetings and training sessions, train all new locally hired staff members, general compliance with contract specifications, reviews daily performance of the spray crews and support staff; mobilizes equipment, maintains quality control, and provides general supervision, and more.

One of Steve's most important roles is to monitor project quality. By proactively monitoring quality in this way, Steve can make changes or adjustments to our approach to ensure State of Nevada is getting the results expected.

Relevant project experience

One of the main reasons we chose Steve for this project is because he is especially known for his ability to manage noxious weed projects.

Listed here is a representative sample of the major projects he has managed.

BLM- Nevada

Steve served as project manager and oversaw the Marge Burn (2011), Marge Burn/Southfork Weed Control (2008), and Marge Burn (2009) Noxious Weed control projects.

Newmont Mining

Steve serves as project manager and oversees the ground based selective herbicide treatment of noxious weeds located throughout various locations of Newmont's Carlin and Rain Mines.

Nevada Department of Transportation

Steve served as project manager and oversaw the application of pre and post-emergent herbicides along roadsides within the State of Nevada. This project was comprised of approximately 22,000 spray acres over 11,000 road miles.

FPL Energy Operating Services, Inc.

Steve serves as project manager and oversees the application of pre and post emergent herbicide application within the 2200 acre SEGS VIII and SEGS IX solar collection sites in Hinkley, California.

Credentials

Steve is fully credentialed and qualified to manage State of Nevada projects.

- Licensed in California, Arizona, New York, Idaho, Nevada, Oregon, Utah, Colorado, New Mexico and Washington for the Application of Herbicides.
- Licensed Pesticide/Herbicide/Right-of-Way & Aquatics Applicator.
- Certified Tree Trimming Foreman/Trimmer & Grounds person.
- Current CPR, Flagger & Hazmat (MSHA)

In addition to these credentials, Steve has also taken a leadership role in the industry.

- Worked with Washington State University on drift mitigation issues and equipment design and regulations
 - Board Member for BASF's National Quality Vegetation Manager's Team
 - Past Board Member of Nevada's Elko Weed District.
 - A member of the Nevada Weed Association
-

Steve has an Associate of Arts degree from Edmonds Community College in Washington State, and he routinely lectures on many aspects of vegetation management.

Steve understands and has extensive knowledge of spaying techniques used in and around sensitive areas to avoid wind drift problems, physical drift, and volatilization.

Daniel Nelson, Backup Project Manager

Dan Nelson will serve as Steve's backup. Dan has been with BTS/URW since 1986 and like Steve, has extensive experience in the vegetation management field.

Relevant project experience

Dan has worked on many of the same projects as Steve. Listed here is a representative sample of the major projects he has supervised or work on.

New York Transit Authority

Dan served as assistant project manager and assisted with the application of pre and post-emergent herbicides along rights-of-way within the New York Transit rail system. This project was comprised of approximately 1,500 spray acres.

Nevada Department of Transportation

Dan served as project lead and performed the application of pre and post-emergent herbicides along roadsides within the State of Nevada. This project was comprised of approximately 22,000 spray acres over 11,000 road miles.

FPL Energy Operating Services, Inc.

Dan serves as project lead and performed the application of pre and post emergent herbicide application within the 2,200 acre SEGS VIII and SEGS IX solar collection sites in Hinkley, California.

Grant County Public Works

Dan served as project lead applicator and performed spraying of post-emergent herbicides along roadsides within Grant County, Washington. The project comprised of approximately 17,000 spray acres over 5,000 road miles.

Credentials

Dan is fully credentialed and qualified to manage State of Nevada projects.

- Licensed in California, Arizona, Idaho, Nevada, Oregon and Washington for the Application of Herbicide
 - Class A CDL License
 - Hazardous Tanker Operator
-

- Licensed Pesticide/Herbicide/Right-of-Way & Aquatics Applicator
- Certified Tree Trimming Foreman/Trimmer & Grounds person
- Certified Arborist (International Society of Arboriculture)
- Current CPR, Flagger & Hazmat
- EHAP
- LCTT

Dan has an Associate of Arts Degree from Big Bend Community College in Moses Lake, Washington.

Joseph Whalen, Contract/Business Manager

Joe Whalen is an integral part of the back office team. Joe is responsible for making sure all necessary paperwork is submitted to the appropriate authorities, all reports are provided to State of Nevada in a timely fashion, and all invoicing is performed to contract specifications.

In addition to these responsibilities, Joe plays a vital role in our problem escalation procedures. If STATE OF NEVADA staff ever encounters a problem or issue that requires immediate attention and our on-site crews are in the field and unavailable, Joe can provide immediate assistance. Because he is a Vice President with BTS/URW, Joe has the authority to make decisions and solve problems. This arrangement ensures BLM staff will always have easy access to a senior decision maker to quickly address any issue that may arise.

Joe received a Bachelor's degree in Business Administration and Finance from Central Washington University, which he followed with advanced studies in finance, computer science, and business management.

Please refer to Attachment 5, located at this end of this proposal, for a more in-depth overview of the administrative support services we provide.

Applicator Personnel

The quality of our workforce is the primary reason we've been so successful completing large scale application projects throughout the country.

BTS/URW employs many licensed applicators throughout our company. Each has a long term familiarity with various locations, the types of vegetation being treated, equipment being operated, and in general, with the requirements of the STATE OF NEVADA noxious weed control program. BTS/URW will select team

members from this pool of employees, but in each case, the requirement for applicable field experience will be the primary selection criteria.

BTS/URW Statement on the use of subcontractors

The Program Manager for this program is Steve Adams. Steve and his project team will be solely committed to this project for the entire contract cycle. Steve and his project team will have the complete support of all internal BTS/URW departments including but not limited to, safety and training, personnel services, transportation services, and administrative services as well as outside resources such as chemical manufacturers and industry consultants.

BTS/URW will perform the BLM project with existing personnel and equipment, and will not utilize any subcontractors.

Site Specific Safety Plan

Submitted By:



1302 Hwy 28 – Ephrata, Washington 98823

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1. Scope of Project

Basin Tree Service & Pest Control, Inc., d.b.a., United Right of Way (BTS/URW) contracted to perform vegetative management services for the State of Nevada, and is responsible to:

- ✚ Provide Contractors Safety Plan and Procedures.
- ✚ Provide qualified personnel with a thorough knowledge of activities as described in the Scope of Work.
- ✚ Provide supervision for personnel.
- ✚ Provide adequate headquarters, facilities, equipment, etc. to complete project according to the Scope of Work.
- ✚ Perform all activities in a competent and professional manner.
- ✚ Deliver field data as specified by project requirements.

2. Safety Policy

BTS/URW operates to the companies Safety, Health and Environmental policy and Management is responsible for the interpretation and implementation of this policy (reference Safety Policy Table of Contents (TOC) in **Appendix A**). BTS/URW is a DOT/OSHA compliant Organization.

BTS/URW considers safety to be a critical element of our business, and we insist that our employees take an active role in the prevention of accidents. We believe that nothing that we do is more important than the safety of our employees, CLIENTS and others. It is the responsibility of every BTS/URW employee to make safety for themselves and others a primary concern. In turn, we will conduct our business so as to:

- ✚ Ensure the safety and health of BTS/URW workers.
- ✚ Protect the public, the environment, and the property of others from injury or damage resulting from our activities.

- ✚ Comply with applicable laws and regulations governing environmental, health and safety, and
- ✚ Comply with the rules and regulations of our CLIENTS.
- ✚ Comply with all State and Federal Safety Requirements.

The Project Team is committed to the established BTS/URW philosophy of No accidents, No harm to people, and No damage to the environment. The project will provide safe work systems through the effective application of risk assessment and good industry practice and safety standards.

3. Safety Risk Identification, Assessment & Management

All BTS/URW employees and any contracted personnel shall perform their assigned tasks and duties so as to:

- ✚ Be in full compliance with OSHA, and CLIENT requirements and applicable safety requirements and procedures.
- ✚ Follow BTS/URW Safety Program.
- ✚ Participate in all safety meetings and daily tail gate meetings.
- ✚ Mitigate the potential human and environmental and site hazards as follows:
 - Every crew will have MSDS sheets and product Labels for all herbicides on the project site.
 - Specific PPE as required on product(s) use label
 - Use of only steel gas cans equipped with spark prevention
 - Every crew will have hazardous materials Spill Containment Kit(s) available.
 - Every crew will have access to snake guards.
 - Every crew will adhere to label recommendations on mixing of herbicides and application.
 - Every crew will adhere to the BTS/URW Hydration Policy.
 - Every crew will be aware of the fire level and ensure vehicles and equipment is confined to roads or areas with no vegetation under the vehicle.

- Every member of crew(s) must be aware of their surroundings and potential environmental and biological hazards, including the fact that the treatment site was once an active mining site, during performance of the Scope of Work.
- Daily, every crew will inspect all application equipment for any leaks, un-safe conditions and ensuring operating properly.
- ↓ Report all safety and environmental related incidents including near-miss incidents as soon as it is safe or within 12 hours of the incident.

Where controls are not feasible or practical for the elimination or control of employee exposure to workplace hazards, BTS/URW will provide suitable personal protective equipment for all affected employees, supervisors, and management. All sub-contractors and/or visitors will be required to furnish their own PPE that meets all current OSHA standards and specifications, as well as that of any host-facility, or as stated in this policy.

4. Codes, Standards, and Company Specifications

Unless modified herein, all work will be performed in compliance with the latest applicable local, state and federal regulations as well as industry standards, project drawings if any, and with CLIENT specifications.

5. Safety Roles & Responsibilities

All BTS/URW employees shall acknowledge that a copy of company Safety Procedures has been previously provided.

Any waste and debris generated or removed from the work locations will be segregated and labeled with the name of the material and the associated hazard for transport by approved disposal contractor. BST/URW, where required, will provide sanitary facilities for Project Personnel. All materials, tools, cans, lunch items, drink items and all other wastes (including wipes, papers, etc.) will be placed in zip lock baggies and taken off site for proper disposal at the end of every day.

BTS/URW will be responsible for ensuring that applicable health and safety standards and requirements for environmental and security practices are implemented. **This Site Specific Plan will be for the entire Project and BTS/URW will report to CLIENT all Safety Issues on a continual basis throughout this Project.** The essential job function will be to monitor the workplace conditions and employee tasks to ensure that CLIENT standards are met. This will be done by recognizing potential hazards and determining the appropriate prevention methods, including procedures, training, physical guards and personal protective equipment (PPE). Other proactive measures to accomplish this will include the use of Job Safety Analyses (JSA), Safety Audits (ASA) and the work permitting process where necessary. The BTS/URW Project Manager will have ongoing communication regarding implementation of safety policies, corrective actions and necessary documentation.

Safety Roles and Responsibilities

- ✚ Program leadership will be visible and supportive of the team in their efforts to meet CLIENT expectations.
- ✚ The goal for the project shall be zero OSHA Recordable Injuries.
- ✚ **Everyone on the project is empowered to take action to prevent unsafe acts and/or situations including stopping work.**
- ✚ All team members are responsible for achieving excellence.
- ✚ It is the responsibility and right of every project team member to work safely and to promote a safe work environment for all.
- ✚ All accidents and injuries are preventable.
- ✚ Safety is the first priority and will not be sacrificed for schedule or operations.
- ✚ Although it is anticipated that the project will be successfully completed without injury or accident, should one occur the incident must be immediately reported to the BTS/URW Corporate Safety Manager and CLIENT Representative. The incident shall be investigated to prevent its recurrence.
- ✚ BTS/URW shall report all incidents including injuries, first aid, and near hit incidents to the CLIENT representative. The goal of near hit incident reporting is to learn and share the information from the incident so that future incidents and potential accidents can be prevented. Safety Manager will conduct or have conducted an investigation to all safety incidents or near hit incidents. **ALL SAFETY**

INCIDENTS AND NEAR HIT INCIDENTS MUST BE REPORTED AND DOCUMENTED.

- ✚ All personnel will wear the proper Personal Protective Equipment (PPE) on this project. PPE required for this project will include **Leather Hiking Boots for appropriate foot wear (No Tennis Shoes allowed)**, safety glasses, hearing protection (which must be readily available and worn as applicable).
- ✚ When lifting materials for any reason using mechanical lifting equipment, proper lifting equipment shall be used.
- ✚ Communications will be maintained between everyone on site, between sites, and with the BTS/URW Corporate Office.
- ✚ All BTS/URW Personnel will report to the Field Project site each morning before going to the field to check in with Project Manager. All Personnel will report to the Field Project Site at the end of each day before going to lodging facilities. Any employee who does not report to Field Project site in a timely manner will automatically initiate an immediate Search and Rescue.
- ✚ All Field Personnel will use Cell Phones and Radios as the Primary and Secondary means of communication.

It is the Project Superintendent responsibility to:

- ✚ Ensure implementation of the BTS/URW Safety Policies and Procedures.
- ✚ Ensure resources are in place to complete project according to the Scope of Work.
- ✚ Ensure that all required regulatory, technical, and project specific training is completed and documented for each project worker.
- ✚ Ensure suitably trained and qualified personnel are available.
- ✚ Report all incidents.
- ✚ Ensure that all changes in Project Personnel will be reviewed and reported.

The Project Team members will:

- ✚ Perform job functions in a manner that prevents accidents, eliminates harm to people, and does not damage the environment.
- ✚ Identify, correct, and report all recognized hazards.
- ✚ Recognize and reward safe and environmentally responsible behaviors.

- ✚ Locate and apply shared learning to specific job responsibilities and tasks.
- ✚ Assist in the development and implementation of safe work practices.
- ✚ As requested, participate in audits, inspections, and incident investigations.

6. Safety Training, Awareness & Competence

All BTS/URW employees will be initially trained and certified in safe inspection-work practices, hazard communication and assessment, accident/incident reporting, the emergency action plan, or other requirements necessary to perform their job, prior to job assignment. In addition, ongoing safety training during each employees employment to include hands-on training or pre-job safety meetings will be routinely conducted, and each employee will be required to attend a site-specific orientation at each host-facility job-site as required by that particular facility's training guidelines.

7. Safety Communication and Consultation

The following table illustrates the types of safety meeting that shall be conducted prior to and during the execution of the project:

PROJECT STAGE	TYPE OF MEETING	FREQUENCY
Pre	Contractor Project Pre-Job	Once Per Project
During	Tailgate/On-Site	Daily
	Safety	Weekly
	Crew Time Out	Incident Specific
	Crew Shut Down	Incident Specific
	Project Shut Down	Incident Specific

8. Emergency Response Plan (ERP)

Even though it is the intent of BTS/URW to provide and maintain a workplace free of safety and health hazards, and to establish policies for safe work practices and procedures, and expect its employees to perform their work in a safe manner, the potential for accidents and

injuries to occur still exists. The following is a brief list of the emergencies that may occur during the execution of the project and the steps that will be taken to respond to the emergency.

Illegal Drugs/Activities

- ✚ Evacuate personnel to a safe location.
- ✚ Meth Labs, Marijuana, drug harvests, etc. will be reported immediately to CLIENT for immediate action.
- ✚ Cease Field work and wait for CLIENT Management to give clearance for work to continue.
- ✚ Unusual Objects/Human Remains.
- ✚ Upon discovery of any unusual objects or human remains personnel will evacuate to a safe location.
- ✚ Contact Proper authorities and CLIENT Management.
- ✚ Cease Field work and wait for CLIENT Management to give clearance for work to continue.

Medical Emergency

- ✚ Move victim to safe location if necessary.
- ✚ Administer first aid as necessary.
- ✚ Notify the CLIENT representative as soon as possible.
- ✚ It should be noted that before work begins at any location, all employees will be made aware of all emergency phone numbers if needed for the transportation of injured personnel (**See Appendix B**). These numbers shall be conspicuously posted at job-sites, or as communicated by Company Management.
- ✚ In the event of a serious injury requiring medical attention other than minor First Aid, only qualified, certified personnel shall manage the injured person until professional medical help has arrived. All employees shall follow the MEDICAL SERVICES and FIRST AID PROGRAMS at all times.
- ✚ Project Manager will be CPR and First Aid Certified.

Fire Emergency

- ✚ Evacuate personnel to safe location.
- ✚ Notify the CLIENT senior representative, Project Manager, Field Office immediately.
- ✚ CLIENT senior representative will be responsible for notifying the local fire department immediately.
- ✚ Wait for instructions from CLIENT senior representative prior to returning to work.

9. Safety Inspections, Audits and investigations

All injuries, illnesses, incidents, and near hit incidents, which could have resulted in an accident, will be promptly reported to the CLIENT representative. Examples of incidents that will be reported include the following:

- ✚ Days Away From Work (DAFW) injuries or illnesses.
- ✚ OSHA recordable injuries or illnesses.
- ✚ First Aid cases.
- ✚ Vehicle accidents.
- ✚ Environmental releases and spills.
- ✚ Near hit incidents.
- ✚ Unsafe acts.
- ✚ Unsafe conditions.
- ✚ Property damage.
- ✚ Security incident.
- ✚ Fire or explosion.

All incidents may be investigated using Root Cause Analysis. It is never a goal of the incident investigation process to accuse or to affix blame. It is essential that reporting of all incidents is encouraged; otherwise important information may not be captured, leaving the situation or condition that caused the original incident as it was.

The following types of safety inspection/audits may be conducted:

- ✚ BTS/URW Project Manager will perform documented Informal Site Inspections weekly to insure Crews have appropriate PPE and are following all safety measures.
- ✚ Informal Work Site/Project Reviews – A walk-through safety review may be performed by CLIENT Employee.
- ✚ Unannounced Workplace Inspection - Periodic inspections, with a frequency that is dependent upon the level of risk associated with the work, may be conducted and documented by BTS/URW Senior Management.
- ✚ A Post Work Debriefing will occur in a Final Meeting with all Field Personnel and BTS/URW Management at the end of Project to discuss all conduct during the Project, any safety incidents or near hit incidents, progress and grade of Project.

Appendix A – Safety Policy TOC.

Listed below is the Table of Contents of the BTS/URW Safety Manual(s). The entire manual(s) are available upon request.

Basin Tree Service	
TABLE OF CONTENTS	
<u>Page</u>	<u>Topic</u>
1	SAFETY COMMITMENT
2	SAFETY CONSIDERATIONS
2	Housekeeping
2	Emergency Medical Response
3	Fire Prevention
4	Portable Fire Extinguishers
4	Fire Protection
5	First Aid & First Aid Kits
6	Fluids
6	Personal Protective Equipment
7	Lifting, Pushing & Pulling
8	Slips, Trips, & Falls
9	Basic Tools
9	Powered Tools
10	Ground Fault Circuit Interrupters
10	Signs & Tags
11	Adequate Lighting
11	Appropriate Clothing
11	Personal Hygiene
11	Drugs & Alcohol
11	Accident Investigation
11	Postings
12	Safety Meetings
12	Enforcement
14	HAZARDOUS JOB SITE MATERIALS
14	Asbestos
14	Lead
15	Crystalline Silica
16	SPECIFIC OSHA COMPLIANCE PROGRAMS
16	Control of Hazardous Energy - Lockout/Tagout
17	Exposure Control for Bloodborne Pathogens & Other Infectious Materials
18	Fall Protection
19	Forklifts
19	Hazard Communication
20	Hearing Conservation
20	Permit-Required Confined Space
21	Personal Protective Equipment
22	Respiratory Protection
23	Scaffolds & Ladders
Basin Tree Service	
EMPLOYEE HANDBOOK	
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SAFETY PROGRAM

SECTION I

GENERAL SAFETY POLICIES AND PROCEDURES

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<u>PAGE</u>	<u>TOPIC</u>
1	<u>ACCIDENT/INJURY PREVENTION</u>
1	<u>SAFETY PROGRAM ADMINISTRATOR</u>
2	<u>EMPLOYEE INVOLVEMENT</u>
2	<u>HOUSEKEEPING</u>
3	<u>EMERGENCY ACTION PLAN</u>
3	<u>EMERGENCY MEDICAL RESPONSE</u>
4	<u>FIRE PREVENTION PLAN</u>
4	<u>PORTABLE FIRE EXTINGUISHERS</u>
5	<u>FIRE PROTECTION</u>
6	<u>FIRST AID & FIRST AID KITS</u>
9	<u>SANITATION</u>
10	<u>LIFTING, PUSHING & PULLING</u>
11	<u>SLIPS, TRIPS & FALLS</u>
12	<u>DRUGS AND ALCOHOL</u>
12	<u>SMOKING</u>
12	<u>ACCIDENT INVESTIGATION</u>
13	<u>POSTINGS</u>
14	<u>RECORDKEEPING: INJURIES & ILLNESSES</u>
15	<u>INCIDENCE RATE</u>
15	<u>SAFETY MEETINGS</u>
16	<u>ENFORCEMENT</u>
17	<u>SCHEDULE OF ENFORCEMENT ACTIONS</u>

Standards:

- 29 CFR 1926.16, *Rules of Construction*
- 29 CFR 1926.20, *General Safety and Health Provisions*
- 29 CFR 1926.21, *Safety Training and Education*
- 29 CFR 1926.34, *Means of Egress*
- 29 CFR 1926.35, *Employee Emergency Action Plans*
- PART 1904, *Recording and Reporting Occupational Injuries and Illnesses*

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SECTION I

Basin Tree Service

SAFETY PROGRAM

REFERENCE & TRAINING MANUAL

SECTION II

JOB SPECIFIC - EQUIPMENT SPECIFIC SAFETY PROCEDURES

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3	<u>AERIAL LIFTS & LIVE-LINE BARE-HAND WORK</u>
6	<u>COMBUSTIBLE & FLAMMABLE LIQUID HANDLING</u>
7	<u>COMBUSTIBLE GAS INDICATORS</u>
8	<u>COMPRESSED GAS CYLINDERS</u>
9	<u>CRANES</u>
11	<u>DISPOSABLE RESPIRATORS</u>
12	<u>EARTH MOVING EQUIPMENT</u>
13	<u>ELECTRIC & DISTRIBUTION LINES</u>
19	<u>ELECTRICAL WORK - WORKPLACE SAFETY</u>
22	<u>EXCAVATING, TRENCHING & SHORING</u>
25	<u>EXTENSION CORDS</u>
25	<u>FLAGMEN/TRAFFIC CONTROL</u>
26	<u>GROUND FAULT CIRCUIT INTERRUPTERS</u>
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28	<u>HOISTS</u>
28	<u>HOT TAP OPERATIONS</u>
29	<u>LIGHTING</u>
29	<u>LP-GAS STORAGE</u>
30	<u>LP-GAS TEMPORARY HEATING</u>
30	<u>MACHINE GUARDING</u>
31	<u>MACHINERY</u>
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32	<u>SCISSOR-LIFT FALL PROTECTION</u>
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37	<u>TOOLS: PNEUMATIC POWERED</u>
37	<u>TOOLS: POWDER-ACTUATED</u>
39	<u>VEHICLES</u>
39	<u>VENTILATION</u>
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Safety Program

SECTION III

CONTROL OF HAZARDOUS ENERGY - LOCKOUT/TAGOUT

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PURPOSE AND SCOPE	4
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MACHINE OR EQUIPMENT SHUTDOWN	5
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RELEASE OF STORED ENERGY	5
VERIFICATION OF ISOLATION	5
RELEASE FROM LOCKOUT/TAGOUT	6
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SPECIAL CONSIDERATIONS	11
GROUP LOCKOUT AND/OR TAGOUT PROCEDURES	11
SHIFT AND/OR PERSONNEL CHANGES	12
PERIODIC INSPECTIONS	13
TRAINING	13

OSHA Standards:

29 CFR 1910.147, The Control of Hazardous Energy (Lockout/Tagout)
29 CFR 1910.333, Selection and Use of Work Practices

Forms:

[Found immediately following this program]

Energy Source Evaluation
Control Procedures
Group Leader Documentation
Periodic Inspection

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CONTROL OF HAZARDOUS ENERGY
SECTION III

Basin Tree Service

APPENDIX A Training Documentation

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Forklift Quiz Answer Sheet
Forklift Quiz Scoring Sheet
Forklift Quiz Explanations
Demonstration of Operation Skills
Certification of Forklift Operator Training
Forklift Operator Cards

Appendix B – Emergency Phone Numbers

Organization	Contact	Phone Number
Local Hospital	Emergency Room	XXX-XXX-XXXX
BTS/URW Project Manager	Steve Adams	509-750-1516
BTS/URW Safety Officer	Dan Nelson	509-750-1164

Part II- Cost Proposal

Submitted To:

**State of Nevada
Department of Administration Purchasing Division**

**RFP Title: Fire Fuels Reduction Services
RFP: 1995**

Submitted By:

**Basin Tree Service & Pest Control, Inc.
1302 Hwy 28 W
Ephrata, WA 98823**

**Proposal Opening Date: September 19, 2012
Proposal Opening Time: 2:00 PM**

Tab II. Cost Proposal

Scope 3.4 Pesticide Application

Request for Proposal #1995- Fire Fuels Reduction Services

Scope 3.4 Pesticide Application

Proposer Name

Service	Cost Unit	Price
Hand application	Operating Hour	\$125
Hand application	Acre	\$200
Mechanical application	Operating Hour	\$125
Mechanical application	Acre	\$150

Hourly rates/fees for additional services not included above

Normal business hours (8:00 A.M. to 5:00 P.M. M-F)	Hour	\$125
After hours (5:01 P.M. to 7:59 A.M. M-F)	Hour	\$188
Emergency service calls	Hour	\$200

List any other associated charges not included above. Attach additional sheets if necessary

Mobilization	Mile	\$0.50
Per Diem	Day	\$25
Lodging	Day	\$70
Materials/Pesticides	TBD	Cost + 15%

Tab III. Attachment J – Cost Proposal Certification of Compliance with
Terms and Conditions of RFP

**ATTACHMENT J – COST PROPOSAL CERTIFICATION OF COMPLIANCE
TERMS AND CONDITIONS OF RFP**

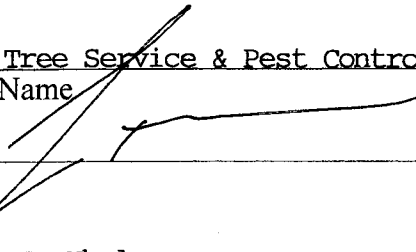
I have read, understand and agree to comply with the terms and conditions specified in this Request for Proposal.

YES x I agree to comply with the terms and conditions specified in this RFP.

NO _____ I do not agree to comply with the terms and conditions specified in this RFP.

In order for any exceptions and/or assumptions to be considered they **MUST** be documented in detail in the tables below. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline. Vendors must be specific. Nonspecific exceptions or assumptions may not be considered. If the exception or assumption requires a change in the terms or wording of the contract, the scope of work, or any incorporated documents, vendors must provide the specific language that is being proposed in the tables below.

Basin Tree Service & Pest Control, Inc.
Company Name


Signature

Joseph T. Whalen
Print Name

9/14/2012
Date

Vendors MUST use the following format. Attach additional sheets if necessary.

EXCEPTION SUMMARY FORM

EXCEPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)
N/A			

ASSUMPTION SUMMARY FORM

ASSUMPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	ASSUMPTION (Complete detail regarding assumptions must be identified)
N/A			

**This document must be submitted in Tab III of vendor's cost proposal.
This form MUST NOT be included in the technical proposal.**