

AUTHORIZATION

TO

CALL FOR BIDS

Authorization given: **December 27, 2017**
to CALL FOR BIDS by the Department of Public Works for:

Herbicide Materials 2017

Bid opening date to be **January 17, 2017** at **2:00 P.M.**
in the Office of the County Commissioners, Grant County Courthouse, Commissioners Hearing
Room, Ephrata, WA 98823

BOARD OF COUNTY COMMISSIONERS
GRANT COUNTY, WASHINGTON

Yea Nay Abstain

Cindy Carter, Chair

Carolann Swartz, Vice Chair

Richard Stevens, Member

Approved:

ATTEST:

Jeff Tincher P.E., Director of Public Works

Barbara Vasquez, Clerk of the Board

Planholder's List
Herbicide Materials 2017
Bid Opening **January 17, 2017** at **2:00 P.M.**

1. Helena Chemical Co.
4802 N Florida St
Spokane, WA 99217
Attn: Scott Tweedy
(509) 961-2621
2. Crop Production Services
317 West Cashmere Rd.
Boise, ID 83702
Attn: Amy Ferriter
(509) 993-7490
3. Alligare, LLC
1407 North Concord St.
Santa Maria, CA 93454
Attn: Matt Zoost
(805) 717-7020
4. Simplot
531 S Booker Rd.
Othello, WA 99344
Attn: Jerry Wilkens
(609) 488-2132
5. Wilbur-Ellis Company
9519 Vernal Ave. SE
Moses Lake, WA 98837
Attn: Jerry Lee Ellis
(509) 765-9157
6. Quincy Farm Chemicals
P.O. Box 307
Quincy, WA 98848
Attn: Craig Webley
(509) 787-4541

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GRANT COUNTY PUBLIC WORKS DEPARTMENT

Jeff Tincher, P.E.
Director of Public Works and
County Road Engineer
Ephrata (509) 754-6082

Jerome Wawers
Assistant Director of Public Works
Ephrata (509) 754-6082

Assistant County Road Engineer
Ephrata (509) 754-6082

Robert Bersanti
Design/Construction Engineer
Ephrata (509) 754-6082



Ed Lowry
Supervisor
Road District #1
Ephrata (509) 754-6586

Mike Detrollo, Supervisor
Road District #2
Moses Lake (509) 765-4172

John Brissey, Supervisor
Road District #3
Quincy (509) 787-2321

Andrew Booth, Supervisor
Bridges
Ephrata (509) 754-6082

Janice Goeden, Supervisor
Solid Waste
Ephrata (509) 754-4319

Sealed bids will be received for the following items:

Herbicide Materials 2017

Sealed Bids will be Opened on
January 17, 2017

at

2:00 P.M.

At the Office of the
Board of County Commissioners
Commissioners Hearing Room

Grant County Courthouse

P.O. Box 37

35 C Street NW

NOTICE TO PESTICIDE SUPPLIERS

Sealed bids, plainly marked **BID for Herbicide Materials, 2017**, will be received by Grant County at the Office of the Board of County Commissioners located in the County Courthouse, P.O. Box 37, 35 C Street NW, Room 206, Ephrata, WA, 98823, until **2:00 P.M., Tuesday, January 17, 2017** and will then and there in the Commissioners Hearing Room be opened and publicly read for furnishing and delivering the products specified.

This contract provides for furnishing and delivering herbicide materials in accordance with the plans and specifications.

Specifications may be obtained from the office of the County Engineer, 124 Enterprise St. S.E., Ephrata, WA 98823, at no charge.

The Board of County Commissioners of Grant County, Washington, reserves the right to reject any and all bids.

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BIDDER'S CHECK LIST

The bidder's attention is especially called to the following forms which must be executed in full as required:

- (A) PROPOSAL
The unit prices bid must be shown in the spaces provided. Show unit prices in figures only. All extensions of the unit prices must be shown in the spaces provided.
- (B) PROPOSAL SIGNATURE SHEET
To be filled in and signed by the bidder.
- (C) STATEMENT OF CONTRACTOR QUALIFICATIONS
To be filled in and signed by the bidder.
- (D) BID BOND
To be completed and submitted with the bid.

The following forms are to be executed after the contract is awarded:

- (E) CONTRACT
This agreement is to be executed by the successful bidder and Grant County.
- (F) CONTRACT BOND
No contract bond is required from the successful bidder.

INSTRUCTIONS TO BIDDERS

- 1) Sealed bids, plainly marked **BID for Herbicide Materials, 2017** will be received by Grant County at the Office of the Board of County Commissioners located in the County Courthouse, P.O. Box 37, 35 C Street NW, Room 206, Ephrata, WA, 98823, until **2:00 P.M., Tuesday, January 17, 2017** and will then and there in the Commissioners Hearing Room be opened and publicly read for the construction of the improvements.
- 2) The bidder may submit a bid on any or all items listed. If the bidder does not wish to bid any particular item or items, please write **NO BID** on the appropriate line of the proposal sheet.
- 3) Proposal signature sheet(s) must be signed.
- 4) ALL exceptions or changes to the specifications must be attached to the proposal sheet(s) in written form.
- 5) The Board of County Commissioners reserves the right to reject or accept all or part of the proposal submitted by the bidder.
- 6) Bidders are advised that the unit price bid for each item will be compared with the current State contract price for equivalent materials. After said comparison the County may reject or accept all or part of the proposal submitted by the bidder and purchase items directly from the State contract.

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GENERAL PROVISIONS

INTRODUCTION

The following Amendments and Special Provisions shall be used in conjunction with the 2016 Standard Specifications for Road, Bridge, and Municipal Construction.

AMENDMENTS TO THE STANDARD SPECIFICATIONS

The following Amendments to the Standard Specifications are made a part of this contract and supersede any conflicting provisions of the Standard Specifications. For informational purposes, the date following each Amendment title indicates the implementation date of the Amendment or the latest date of revision.

Each Amendment contains all current revisions to the applicable section of the Standard Specifications and may include references which do not apply to this particular project.

SECTION 1-07, LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

December 6, 2004

1-07.16(1) Private/Public Property

This section is revised to read:

The Contractor shall not use Contracting Agency owned or controlled property other than that directly affected by the contract work without the approval of the Engineer. If the Engineer grants such approval, the Contractor shall then vacate the area when ordered to do so by the Engineer. Approval to temporarily use the property shall not create any entitlement to further use or to compensation for any conditions or requirements imposed.

The Contractor shall protect private or public property on or in the vicinity of the work site. The Contractor shall ensure that it is not removed, damaged, destroyed, or prevented from being used unless the contract so specifies.

Property includes land, utilities, trees, landscaping, improvements legally on the right-of-way, markers, monuments, buildings, structures, pipe, conduit, sewer or water lines, signs, and other property of all description whether shown on the plans or not.

If the Engineer orders, or if otherwise necessary, the Contractor shall install protection, acceptable to the Engineer, for property such as that listed in the previous paragraph. The Contractor is responsible for locating and protecting all property that is subject to damage by the construction operation.

If the Contractor (or agents/employees of the Contractor) damage, destroy, or interfere with the use of such property, the Contractor shall restore it to original condition. The Contractor shall also halt any interference with the property's use. If the Contractor refuses or does not respond immediately, the Engineer may have such property restored by other means and subtract the cost from money that will be or is due the Contractor.

The Contractor may access the worksite from adjacent properties. The Contractor shall not use or allow others to use this access to merge with public traffic. During non-working hours, the Contractor shall provide a physical barrier that is either locked or physically unable to be moved without equipment. The access shall not go through any existing structures. The access may go through fencing. The Contractor shall control or prevent animals from entering the worksite to the same degree that they were controlled before the fence was removed. The Contractor shall prevent persons not involved in the contract work from entering the worksite through the access or through trails and pathways intersected by the access. If the contract documents require

that existing trails or pathways be maintained during construction, the Contractor will insure the safe passage of trail or pathway users. The Contractor shall effectively control airborne particulates that are generated by use of the access. The location and use of the access shall not adversely affect wetlands or sensitive areas in any manner. The Contractor shall be responsible for obtaining all haul road agreements, permits and/or easements associated with the access. The Contractor shall replace any fence, repair any damage and restore the site to its original state when the access is no longer needed. The Contractor shall bear all costs associated with this worksite access.

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SPECIAL PROVISIONS

INTRODUCTION

The following Special Provisions are made a part of this contract and supersede any conflicting provisions of the 2016 Standard Specifications for Road, Bridge, and Municipal Construction (English), and the foregoing amendments to the Standard Specifications.

Several types of Special Provisions are included in this contract: General, Region, Bridges and Structures and Project Specific. Special Provision types are differentiated as follows:

(date)	General Special Provision
(*****)	Notes a revision to a General Special Provision And also notes a Project Specific Special Provision
(Region's date)	Region Special Provision
(BSP date)	Bridges and Structures Special Provision

General Special Provisions are commonly applicable statewide.

Region Special Provisions are commonly applicable within the designated Region. Region designations are as follows:

Regions

ER	Eastern Region
NCR	North Central Region
NWR	Northwest Region
OR	Olympic Region
SCR	South Central Region
SWR	Southwest Region
WSF	Washington State Ferries Division

Bridges and Structures Special Provisions are commonly applicable statewide.

Project Specific Special Provisions normally appear only in the contract for which they were developed.

DIVISION 1 GENERAL REQUIREMENTS

DEFINITIONS AND TERMS

(*****)March 7, 1988)

1-01.3 Definitions and Terms

The third paragraph is revised to read as follows:

The venue of all causes of action arising from the advertisement, award, execution, and performance of the contract shall be in the Superior Court of Grant County, Washington.

All references to "State" or "State of Washington" are changed to "Grant County, Washington".

All references to "Commission", "Secretary of Transportation", or "Washington State Transportation Commission", are changed to "Board of County Commissioners, Grant County, Washington".

All references to "Department" or "Department of Transportation" are changed to "Department of Public Works, Grant County, Washington".

DESCRIPTION OF WORK

(March 13, 1995)

This contract provides for furnishing and delivering herbicide materials in accordance with the plans and specifications.

PREQUALIFICATION OF BIDDERS

(****April 11, 2002)

1-02.1 Qualifications of Bidder

Section 1-02.1 of the standard specifications is replaced with the following:

Bidders shall be qualified by experience, financing, equipment, and organization to do the work called for in the plans and specifications. The Contracting Agency reserves the right to take whatever action it deems necessary to ascertain the ability of the bidder to perform the work satisfactorily.

The Contracting Agency's actions may include a pre-qualification procedure prior to the bidder being furnished a proposal form on any contract, or a pre-award survey of the bidder's qualifications prior to award.

BID PROCEDURES AND CONDITIONS

(September 5, 1995)

Preparation of Proposal

Section 1-02.6 is supplemented with the following:

On this project, the bidder will not be required to submit with the bid a list of:

1. Subcontractors
2. The work the subcontractors will perform.

(****December 12, 2016)

Public Opening of Proposal

Section 1-02.12 is supplemented with the following:

Date Of Opening Bids

Sealed bids are to be received at the following location prior to the time specified:

The Office of the Board of County Commissioners, Grant County Courthouse 35 C St. NW, P.O. Box 37, Room 206, Ephrata, WA 98823

The bid opening date for this project is **January 17, 2017**. Bids will be publicly opened and then and there in the Commissioners Hearing Room, read after **2:00 P.M.** on this date.

(****November 20, 2015)

Identical Bid Totals

Section 1-03.1(1) of the Standard Specifications is replaced with the following:

After opening Bids, if two or more lowest responsive Bid totals are exactly equal, then the award will be determined as described in this Section. The bids will be divided as fairly and equitably as possible taking into consideration the container sizes and total material volumes to be awarded. Only those Bidders who submitted a Bid total that is exactly equal to the lowest responsive Bid are eligible for this process.

LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

State Taxes

Section 1-07.2 is supplemented with the following:

(March 13, 1995)

The work on this contract is to be performed upon lands whose ownership obligates the Contractor to pay Sales tax. The provisions of Section 1-07.2(1) apply.

Permits and Licenses

Section 1-07.6 is supplemented with the following:

(March 13, 1995)

No hydraulic permits are required for this project unless the Contractor's operations use, divert, obstruct, or change the natural flow or bed of any river or stream, or utilize any of the waters of the State or materials from gravel or sand bars, or from stream beds.

Contractor's Responsibility for Work

(August 6, 2001)

Repair of Damage

The first paragraph of Section 1-07.13(4) is revised to read:

The Contractor shall promptly repair all damage to either temporary or permanent work as directed by the Engineer. For damage qualifying for relief under Sections 1-07.13(1), 1-07.13(2), or 1-07.13(3), payment will be made in accordance with Section 1-04.4. Payment will be limited to repair of damaged work only. No payment will be made for delay or disruption of work.

Time For Physical Completion

(*****)

Section 1-08.5 is supplemented with the following:

Materials will be ordered by Grant County. If materials are not provided within 14 days of the order date, Grant County will at their discretion, cancel the material order and be held harmless.

Delivery

All prices shown in the proposal shall be F.O.B. Grant County, WA. Delivery of all products shall be coordinated with the Grant County Noxious Weed District and the County's contract applicator Basin Tree Service & Pest Control, Inc. of Ephrata, WA.

Payment

Payment shall be made within thirty (30) days of delivery for all items upon presentation of an invoice by the supplier.

DIVISION 9 MATERIALS

HERBICIDES

(*****)March 7, 1988)

Materials

All herbicides furnished and delivered by the supplier shall be new and comply with all federal, state, and local laws, rules, and regulations and these specifications. All herbicides shall have registered labels for roadside use.

Bidders are advised that their bids will be compared to the prices shown in the current State of Washington Pesticides Contract.

PROPOSAL

To: Board of County Commissioners
Grant County, Washington

Date: _____, 2017

This certifies that the undersigned has examined the details of work contained in the specifications for furnishing and delivering foliar and residual herbicides for the proposal **Herbicide Materials 2017** in Grant County, Washington, and other items, and has read and thoroughly understands the specifications and the methods by which payment will be made for said work and hereby proposes to undertake and complete the work embraced in this proposal in accordance with the specifications and at the following schedule of rates and prices:

Note: Unit prices for all items, all extensions, and total amount must be shown. Please type or use ink. Please initial all changes. Please show minimum and maximum application rates as reported on each product label.

Item No.	Plan Quantity	Item Description	Price Per Unit* Dollars . Cents	Total Amount Dollars . Cents	Rate/Acre Min/Max
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1	→→→	ONLY ONE OF THE ALTERNATES WILL BE AWARDED			
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1A	310 Gallons	Brimstone Monocarbamide dihydrogen sulfate, alkoxyated amine ethoxylate, propane- 1,2,3-triol, alkyl glycol polyoxyethylene (80%) Constituents Ineffective as Spray Adjuvant (20%) <i>Delivered in 2.5 Gallon containers</i>	At . Per Gallon	. /	/ /
OR	OR	OR			
1B	310 Gallons	Hel-Fire Aminated phosphoric and carboxylic acid, sulphurated amides, and spray deposition aids (90%) Constituents Ineffective as Adjuvants (10%) <i>Delivered in 2.5 Gallon containers</i>	At . Per Gallon	. /	/ /

Bidders Initials _____

Item No.	Plan Quantity	Item Description	Price Per Unit* Dollars . Cents	Total Amount Dollars . Cents	Rate/Acre Min/Max
2	267.5 Gallons	Bronc Max/water conditioning agent Amonium sulfate, sodium alkyl sulfobenzene salt and propanetricarboxylic acid <i>Delivered in 2.5 Gallon containers</i>	At . Per Gallon	.	/
3	175 Gallons	Bronc Triple (water conditioner + nonionic surfactant) Polyglyoside, phosphoric acid, citric acid and polyacrylamide <i>Delivered in 2.5 Gallon containers</i>	At . Per Gallon	.	/
4	→→→	ONLY ONE OF THE ALTERNATES WILL BE AWARDED			
4A	4800 Pounds	Bromicil 40/40 Bromacil: (5-bromo-3sec-butyl-6-methyluracil (40%) Diuron: (3-(3,4-dichlorphenyl)-1,1-dimethylurea) (40%) and other ingredients <i>Delivered in 192 - 25.0 Pound packages</i>	At . Per Pound	.	/
OR	OR	Krovar Bromacil: (5-bromo-3sec-butyl-6-methyluracil (40%) Diuron: (3-(3,4-dichlorphenyl)-1,1-dimethylurea) (40%) and other ingredients <i>Delivered in 192 - 25.0 Pound packages</i>	At . Per Pound	.	/
4B	4800 Pounds				

Bidders Initials _____

Item No.	Plan Quantity	Item Description	Price Per Unit* Dollars . Cents	Total Amount Dollars . Cents	Rate/Acre Min/Max
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5	32.5 Gallons	<p align="center">Crosshair</p> Modified Vegetable Oil, Amine Salts of Organic Acids, and Organic Acid (100%) Delivered in 2.5 Gallon Containers	At . Per Gallon	.	/
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6	395 Gallons	<p align="center">Cruise Control/Dicamba</p> 3,6-dichloro-2-methoxybenzoic acid* (48.2%) and other ingredients *dimethylamine salt of dicamba, CAS # 1982-69-0 (4 pounds acid equivalent per gallon) Delivered in 2.5 Gallon containers	At . Per Gallon	.	/
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Bidders Initials _____

Item No.	Plan Quantity	Item Description	Price Per Unit* Dollars . Cents	Total Amount Dollars . Cents	Rate/Acre Min/Max
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7	→→→	ONLY ONE OF THE ALTERNATES WILL BE AWARDED			
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7A	72.5 Gallons	<p>Fluoxypyr fluroxypyr 1-methylheptyl ester: ((4-amino-3,5-dichloro-6-fluoro-2pyridinyl)oxy)acetic acid, 1-methylheptyl ester (45.52%) and other ingredients Acid Equivalent: fluroxypyr: ((4-amino-3,5-dichloro-6-fluoro-2-pyridinyl)oxy)acetic acid 31.59% - (2.8 lb./gal) Delivered in 2.5 Gallon containers</p>	At . Per Gallon	.	/
OR	OR				
7B	72.5 Gallons	<p>Vista XRT fluroxypyr 1-methylheptyl ester: ((4-amino-3,5-dichloro-6-fluoro-2pyridinyl)oxy)acetic acid, 1-methylheptyl ester (45.52%) and other ingredients Acid Equivalent: fluroxypyr: ((4-amino-3,5-dichloro-6-fluoro-2-pyridinyl)oxy)acetic acid 31.59% - (2.8 lb./gal) Delivered in 2.5 Gallon containers</p>	At . Per Gallon	.	/

8	2120 Gallons	<p>Glyphosate 4 lb. with Surfactant N-(phosphonomethyl)glycine, in the form of its isopropylamine salt (41%) and other ingredients Delivered in 265 Gallon totes</p>	At . Per Gallon	.	/
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9	92.5 Gallons	<p>Glyphosate 4 lb. with Surfactant N-(phosphonomethyl)glycine, in the form of its isopropylamine salt (41%) and other ingredients Delivered in 2.5 Gallon containers</p>	At . Per Gallon	.	/
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Bidders Initials _____

Item No.	Plan Quantity	Item Description	Price Per Unit* Dollars . Cents	Total Amount Dollars . Cents	Rate/Acre Min/Max
11	→→→	ONLY ONE OF THE ALTERNATES WILL BE AWARDED			
11A	12,192 Ounces	Laramie 25 Rimsulfuron: N-((4,6-dimethoxypyrimidin-2-yl)amoniocarbonyl)-3-(ethylsulfonyl)-2-pyridinesulfonamide (25%) and other ingredients Delivered in 16 ounce containers	At Per Ounce	.	/
OR	OR	OR			
11B	12,192 Ounces	Matrix Rimsulfuron: N-((4,6-dimethoxypyrimidin-2-yl)amoniocarbonyl)-3-(ethylsulfonyl)-2-pyridinesulfonamide (25%) and other ingredients Delivered in 16 ounce containers	At Per Ounce	.	/
12	27.5 Gallons	Milestone Triisopropanolammonium salt of 2 pyridine carboxylic acid, 4-amino-3, 6-dichloro (40.6%) Delivered in 2.5 Gallon containers	At Per Gallon	.	/

Bidders Initials _____

Item No.	Plan Quantity	Item Description	Price Per Unit* Dollars . Cents	Total Amount Dollars . Cents	Rate/Acre Min/Max
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13	→→→	ONLY ONE OF THE ALTERNATES WILL BE AWARDED			
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13A	60 Gallons	Portfolio 4F Sulfentrazone* (39.6%) *N-[2,4-dichloro-5-[4-(difluouomethyl)-4,5dihydro--3mithyl-5-oxo-1H-1,2,4-triazol- 1 -yl]methanesulfonamide. And other ingredients Delivered in 2.5 Gallon containers	At . Per Gallon	.	/
OR	OR	OR			
13B	60 Gallons	Roll By Sulfentrazone* (39.6%) *N-[2,4-dichloro-5-[4-(difluouomethyl)-4,5dihydro--3mithyl-5-oxo-1H-1,2,4-triazol- 1 -yl]methanesulfonamide. And other ingredients Delivered in 2.5 Gallon containers	At . Per Gallon	.	/

14	1080 Gallons	Renegade EA Methyl Soyate, Ammonium Nitrate, Urea and other components (83.4%) Delivered in 270.0 Gallon totes	At . Per Gallon	.	/
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15	5 Gallons	Renegade EA Methyl Soyate, Ammonium Nitrate, Urea and other components (83.4%) Delivered in 2.5 Gallon containers	At . Per Gallon	.	/
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Bidders Initials _____

Item No.	Plan Quantity	Item Description	Price Per Unit* Dollars . Cents	Total Amount Dollars . Cents	Rate/Acre Min/Max
16	57.5 Gallons	<p align="center">Scythe</p> Pelargonic Acid* (57.0%), related fatty acids (3.0%) and other ingredients *Contains 4.2 pounds of pelargonic acid per U.S. gallon Delivered in 2.5 Gallon containers	At . Per Gallon	.	/
17	585 Gallons	<p align="center">Trump Card</p> Fluroxypr 1-methylheptyl ester: ((4amino-3,5-dichloro-6-fluoro-2-pyridinly)oxy)acetic acid, 1-methylheptyl ester (9.92%) 2,4-dichlorophenoxyacetic acid (27.59%) and other ingredients Delivered in 2.5 Gallon containers	At . Per Gallon	.	/
18	37.5 Gallons	<p align="center">Vision</p> Dicamba Acid* (40.0 %) and other ingredients *Contains 3.8 lbs. of dicamba acid per gallon or 450 grams per liter Delivered in 2.5 Gallon containers	At . Per Gallon	.	/
			TOTAL →		
			AMOUNT→	.	

Bidders Initials _____

Non-Collusion Declaration

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association, or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. **That by signing the signature page of this proposal, I am deemed to have signed and have agreed to the provisions of this declaration.**

Revised 8/95

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Proposal - Signature Page

The bidder is hereby advised that by signature of this proposal he/she is deemed to have acknowledged all requirements and signed all certificates contained herein.

A proposal guaranty in an amount of five percent (5%) of the total bid, based upon the approximate estimate of quantities at the above prices and in the form as indicated below, is attached hereto:

- | | | |
|-----------------|--------------------------|---|
| Cash | <input type="checkbox"/> | In the Amount of _____ |
| Cashier's Check | <input type="checkbox"/> | _____ Dollars |
| Certified Check | <input type="checkbox"/> | (\$_____) Payable to the Grant County Treasurer |
| Proposal Bond | <input type="checkbox"/> | In the Amount of 5% of the Bid |

Receipt is hereby acknowledged of addendum(s) No.(s) _____, _____ & _____.

Signature of Authorized Official(s)

Proposal Must Be Signed



Please Print Name of Authorized Official

Firm Name

Address

State of Washington Contractor's License No. _____

Federal ID No. _____

Note:

- (1) This proposal form is not transferrable and any alteration entered hereon without prior permission from the County Engineer will be cause for considering the proposal irregular and subsequent rejection of the bid.
- (2) Please refer to section 1-02.6 of the Standard Specifications, re: "Preparation of Proposal," or "Article 4" of the instructions to bidders for building construction jobs.
- (3) Should it be necessary to modify this proposal either in writing or by electronic means, please make reference to the following Proposal in your communication: **Herbicide Materials 2017**

Revised 1/12

Statement of Contractor Qualifications

To: Board of County Commissioners
Grant County, Washington

Date: _____, 2017

RE: **Herbicide Materials**

I hereby maintain that I am a responsible bidder as contemplated by the policies of the State of Washington and Chapter 36.77 of the Revised Code of Washington.

1. My permanent business name and address is _____
_____ which I have maintained for _____ years.

2. I have adequate plant equipment to expeditiously and properly perform the work contemplated for Grant County, Washington. **Description of Work:** This contract provides for furnishing and delivering herbicide materials in accordance with the plans and specifications. *(Please list equipment to be used on this project. Attach list if necessary.)* _____

3. I have adequate funds to promptly meet obligations incident to this work: *(Provide bank contact & phone.)*
a) _____
b) _____

4. I have adequate experience in this class of work and I am thoroughly familiar with the specifications used in this project. I have constructed the following similar improvements: *(Provide project name, contact & phone.)*
a) _____
b) _____
c) _____

The Board of County Commissioners shall proceed to award the contract to the lowest and best bidder but may Reject any or all bids if in its opinion good cause exists therefor. *(RCW 36.77.040)*

I hereby certify that the above statements are true and accurate.

Very truly yours,

By: _____

(Print Name): _____

Company Name: _____

Address: _____

City, St., Zip: _____

Washington State Contractor's License No.: _____

Revised 4/02

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as
Principal, and _____,
as Surety, are held and firmly bound unto Grant County, Washington, as Obligee, in the penal sum
of _____
Dollars (\$ _____) for the payment of which the Principal and the Surety bind themselves,
Their heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

The condition of the obligation is such that if the Obligee shall make any award to the Principal
for **Herbicide Materials 2017**, located in Grant County, Washington, according to the terms of the
proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a
contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give
bond for the faithful performance thereof with the Surety or Sureties approved by the Obligee; or if the
principal shall, in case of failure so to do, pay and forfeit to the Obligee the penal amount of the deposit
specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain
in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and
liquidated damages, the amount of this bond.

SIGNED, SEALED AND DATED THIS _____ DAY OF _____, 2017

Principal _____

Surety _____

Attorney-in-Fact _____

CONTRACT

THIS AGREEMENT, made and entered into between the Board of County Commissioners of Grant County, State of Washington, acting under and by virtue of Chapter 36.77 of the Revised Code of Washington, as amended, hereinafter called the County, and

for itself, its heirs, executors, administrators, successors and assigns, hereinafter called the Contractor.

WITNESSETH:

That in consideration of the payments, covenants, and agreements, hereinafter mentioned, and attached and made a part of this agreement, to be made and performed by the parties hereto, and the parties hereto covenant and agree as follows:

DESCRIPTION OF WORK:

1. The Contractor shall do all work and furnish all tools, materials, and equipment necessary to improve and complete **Herbicide Materials 2017**, located in Grant County, Washington, as proposed in a bid opened **2:00 P.M., Tuesday, January 17, 2017** in accordance with and as described in the herein attached plans and standard specification, and in full compliance with the terms, conditions, and stipulations herein set forth and attached, now referred to any by such reference incorporated herein and made part hereof as fully for all purposes as if here set forth at length, and shall perform any alterations in or addition to the works covered by this contract and every part thereof and any force account work may be ordered as provided I the contract and every part thereof.
2. The Contractor shall provide and be at the expense of all materials, labor carriage, tools, implement and conveniences and things of every description that may be requisite for the transfer of materials and for constructing and completing the work provided for in this contract and every part thereof.
3. The County hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained, and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract and every part thereof. The County further agrees to employ the Contractor to perform any alteration in or additions to the work covered by this contract and every part thereof and any force account work that may be ordered and pay for same under the terms of this contract and the attached plans and specifications
4. The Contractor for himself, and for his heirs, executors, administrators and assigns, and successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

5. If is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

IN WITNESS WHEREOF, the said Contractor has executed this instrument, and the said Board of County Commissioners of Grant County has caused this instrument to be executed by and in the name of said Board by its Members, duly attested by its Clerk, the day and year below written, and the seal of said Board to be hereunto affixed on the said date.

Signed this _____ day of _____, 2017

Signature

Print Name

Firm Name

Address

City State Zip

Phone

ATTEST:

Barbara Vasquez, Clerk of the Board

APPROVED AS TO FORM:

_____ day of _____, 2017

James Mitchell, Deputy Prosecuting Attorney
WSPA 31031

DONE this _____ day of _____, 2017

BOARD OF COUNTY COMMISSIONERS
of GRANT COUNTY, WASHINGTON

Chair

Vice Chair

Member