

GRANT COUNTY PUBLIC WORKS DEPARTMENT

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Sealed bids will be received for the following item:

Herbicide Application Program 2020

Sealed Bids will be Opened on

January 7, 2020

At

1:30 P.M.

At the Office of the
Board of County Commissioners
Commissioners Hearing Room
Grant County Courthouse
35 C Street NW
Ephrata, WA

NOTICE TO PESTICIDE APPLICATORS

Sealed bids, plainly marked "**BID for Herbicide Application Program 2020**", will be received by Grant County at the Office of the Board of County Commissioners located in the County Courthouse, 35 C Street NW - Room 207, P.O. Box 37, Ephrata, WA, 98823, until **1:30 P.M., Tuesday, January 7, 2020** and will then and there be opened and publicly read for the construction of the improvements.

This agreement provides for the control of vegetation along county highways and rights of way through the application of foliar and soil residual herbicides on approximately 17,500 acres annually located in Grant County and other work in accordance with the plans and specifications.

Specifications may be obtained from the office of the County Road 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.

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.

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INSTRUCTIONS TO BIDDERS

- 1) Sealed bids, plainly marked "**BID for Herbicide Application Program 2020**", will be received by Grant County at the Office of the Board of County Commissioners located in the County Courthouse, 35 C Street NW - Room 207, P.O. Box 37, Ephrata, WA, 98823, until **1:30 P.M., Tuesday, January 7, 2020** and will then and there be opened and publicly read for the construction of the improvements.
- 2) The bidder must submit a bid on all items listed.
- 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.

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GENERAL PROVISIONS

INTRODUCTION

The following Amendments and Special Provisions shall be used in conjunction with the 2018 Standard Specifications for Road, Bridge, and Municipal Construction (English).

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 1-04, SCOPE OF THE WORK

January 7, 2002

1-04.7 Differing Site Conditions (Changed Conditions)

This section is revised to read:

During the progress of the Work, if preexisting subsurface or latent physical conditions are encountered at the site, differing materially from those indicated in the Contract, or if preexisting unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the Work provided for in the Contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing site conditions before they are disturbed and before the affected Work is performed. Upon written notification, the Engineer will investigate the conditions and if he/she determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any Work under the Contract, an adjustment, excluding loss of anticipated profits, will be made and the Contract modified in writing accordingly. The Engineer will notify the Contractor of his/her determination whether or not an adjustment of the Contract is warranted. No Contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice. The equitable adjustment will be by agreement with the Contractor. However, if the parties are unable to agree, the Engineer will determine the amount of the equitable adjustment in accordance with Section 1-09.4. Extensions of time will be evaluated in accordance with Section 1-08.8. If the Engineer determines that different site conditions do not exist and no adjustment in costs or time is warranted, such determination shall be final as provided in Section 1-05.1. If there is a decrease in the costs or time required to perform the Work, failure of the Contractor to notify the Engineer of the differing site conditions shall not affect the Contracting Agency's right to make an adjustment in the costs or time. No claim by the Contractor shall be allowed unless the Contractor has followed the procedures provided in Sections 1-04.5 and 1-09.11.

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

This section is supplemented with the following:

1-07.15(1) Spill Prevention, Control, and Countermeasures Plan

The Contractor shall prepare a Type 2 Working Drawing consisting of a project-specific spill prevention, control, and countermeasures plan (SPCC Plan), and shall implement Page 1-62 2018 Standard Specifications M 41-10 1-07 Legal Relations and Responsibilities to the Public the plan for the duration of the project. No on-site construction activities may commence until the Contracting Agency accepts an SPCC Plan for the project. An SPCC Plan template and guidance information is available at www.wsdot.wa.gov/environment/hazmat/spillprevention.htm

The SPCC Plan shall address all fuels, petroleum products, hazardous materials, and other materials defined in Chapter 447 of the WSDOT Environmental Manual M 31-11. Occupational safety and health requirements that may pertain to SPCC Plan implementation are contained in, but not limited to, WAC 296-824 and WAC 296-843. The SPCC Plan shall address conditions that may be required by Section 3406 of the current International Fire Code, or as approved by the local Fire Marshal.

Implementation Requirements

The Contractor shall update the SPCC Plan throughout project construction so that the written plan reflects actual site conditions and practices. The Contractor shall update the SPCC Plan at least annually and maintain a copy of the updated SPCC Plan on the project site. The Contractor shall fully implement the SPCC Plan, as accepted and updated, at all times.

SPCC Plan Element Requirements

The SPCC Plan shall set forth the following information in the following order:

1. **Responsible Personnel** – Identify the names, titles, and contact information for the personnel responsible for implementing and updating the plan and for responding to spills.
2. **Spill Reporting** – List the names and telephone numbers of the Federal, State, and local agencies the Contractor shall notify in the event of a spill.
3. **Project and Site Information** – Describe the following items:
 - a. The project Work.
 - b. The site location and boundaries.
 - c. The drainage pathways from the site.
 - d. Nearby waterways and sensitive areas and their distances from the site.
4. **Potential Spill Sources** – Describe each of the following for all potentially hazardous materials brought or generated on-site including but not limited to materials used for equipment operation, refueling, maintenance, or cleaning:
 - a. Name of material and its intended use.
 - b. Estimated maximum amount on-site at any one time.
 - c. Location(s) (including any equipment used below the ordinary high water line) where the material will be staged, used, and stored and the distance(s) from nearby waterways and sensitive areas.
5. **Preexisting Contamination** – Describe any preexisting contamination and contaminant sources (such as buried pipes or tanks) in the project area that are described in the Contract provisions and Plans. Identify equipment and Work practices that shall be used to prevent the release of contamination.
6. **Spill Prevention and Response Training** – Describe how and when all project personnel, including refueling personnel and other Subcontractors, shall be trained in spill prevention, containment, and response and in the location of spill response kits.
7. **Spill Prevention** – Describe the following items:

- a. The contents and locations of spill response kits that the Contractor shall supply and maintain that are appropriately stocked, located in close proximity to hazardous materials and equipment, and immediately accessible.
- b. Security measures for potential spill sources to prevent accidental spills and vandalism.
- c. Methods used to prevent stormwater from contacting hazardous materials. 2018 Standard Specifications M 41-10 Page 1-63 Legal Relations and Responsibilities to the Public 1-07
- d. Secondary containment for each potential spill source listed in 4, above. Secondary containment structures shall be in accordance with Section S9.D.9 of Ecology's Construction Stormwater General NPDES Permit, where secondary containment means placing tanks or containers within an impervious structure capable of containing 110 percent of the volume contained in the largest tank within the containment structure. Double-walled tanks do not require additional secondary containment.
- e. BMP methods and locations where they are used to prevent discharges to ground or water during mixing and transfer of hazardous materials and fuel. Methods to control pollutants shall use BMPs in accordance with Ecology's Construction Stormwater General NPDES Permit. BMP guidance is provided in Ecology's Stormwater Management Manuals, such as Volume II – Construction Stormwater Pollution Prevention, BMP C153, and Volume IV – Source Control BMPs.
- f. Refueling procedures for equipment that cannot be moved from below the ordinary high water line.
- g. Daily inspection and cleanup procedures that ensure all equipment used below the ordinary high water line is free of all external petroleum-based products.
- h. Routine equipment, storage area, and structure inspection and maintenance practices to prevent drips, leaks, or failures of hoses, valves, fittings, containers, pumps, or other systems that contain or transfer hazardous materials.
- i. Site inspection procedures and frequency.

8. Spill Response – Outline the response procedures the Contractor shall follow for each scenario listed below, indicating that if hazardous materials are encountered or spilled during construction, the Contractor shall do everything possible to control and contain the material until appropriate measures can be taken. Include a description of the actions the Contractor shall take and the specific on-site spill response equipment that shall be used to assess the spill, secure the area, contain and eliminate the spill source, clean up spilled material, decontaminate equipment, and dispose of spilled and contaminated material:

- a. A spill of each type of hazardous material at each location identified in 4, above.
- b. Stormwater that has come into contact with hazardous materials.
- c. A release or spill of any preexisting contamination and contaminant source described in 5, above.
- d. A release or spill of any unknown preexisting contamination and contaminant sources (such as buried pipes or tanks) encountered during project Work.
- e. A spill occurring during Work with equipment used below the ordinary high water line. If the Contractor will use a Subcontractor for spill response, provide contact information for the Subcontractor under item 1 (above), identify when the Subcontractor shall be used, and describe actions the Contractor shall take while waiting for the Subcontractor to respond.

9. Project Site Map – Provide a map showing the following items:

- a. Site location and boundaries.
- b. Site access roads.
- c. Drainage pathways from the site.

- d. Nearby waterways and sensitive areas.
- e. Hazardous materials, equipment, and decontamination areas identified in 4, above.
- f. Preexisting contamination or contaminant sources described in 5, above.
- g. Spill prevention and response equipment described in 7 and 8, above.

10. **Spill Report Forms** – Provide a copy of the spill report form(s) that the Contractor shall use in the event of a release or spill.

Payment

All costs associated with creating the SPCC plan and all costs associated with providing and maintaining on site standby materials and equipment described in the SPCC plan shall be considered incidental and included in other contract items..

No payment shall be made if the spill was caused by or resulted from the Contractor's operations, negligence or omissions.

As to other costs associated with releases or spills, including restocking spill kits, the Contractor may request payment as provided for in the Contract. No payment shall be made if the release or spill was caused by or resulted from the Contractor's operations, negligence, or omissions.

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SPECIAL PROVISIONS

The following Special Provisions are made a part of this contract and supersede any conflicting provisions of the 2018 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.

DEFINITIONS AND TERMS

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

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".

All references to "Superior Court of Thurston County, Washington" are changed to "Superior Court of Grant County, Washington".

All references to "Contractor" are changed to "Applicator".

DESCRIPTION OF WORK

(****September 5, 2018)

This agreement provides for the control of vegetation along county roads and rights of way through the purchase and application of approximately 17,000 acres foliar and 400 acres soil residual herbicides annually located in Grant County and other work in accordance with the plans and specifications.

PREQUALIFICATION

(****April 11, 20002)

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.

PROCEDURES AND CONDITIONS

(****October 8, 2019)

Public Opening of Proposal

Section 1-02.12 is supplemented with the following:

Date of Opening

Sealed proposals will be received at the following location before the specified time:

The Office of the Board of County Commissioners, Grant County Courthouse -Room 207, 35 C St. NW, P.O. Box 37, Ephrata, WA 98823

The opening date for this work shall be **January 7, 2020**. The bids will be publicly opened and read after **1:30 P.M.** on this date. The Clock of Record shall be the Time Stamp Clock in the office of the Board of County Commissioners, Grant County.

CONTROL OF WORK

(****December 10, 2018)

Authority of Assistants and Inspectors

Section 1-05.2 is supplemented with the following:

The County has an agreement with the Grant County Noxious Weed Board to perform many of the required inspection & administration duties throughout the term of this contract.

Supervision and Administration of Agreement

The Grant County Noxious Weed Board, acting through its Supervisor, is the designated representative for the supervision and administration of this agreement. All questions concerning daily operations, herbicide types and rates, labels, etc., shall be directed to the Supervisor, or his representative.

During the herbicide application season the Applicator shall meet with the Supervisor on a weekly basis. The Applicator will receive written directions and instructions from the Supervisor regarding application timing, rates of herbicides and additives, field reviews of completed work, anticipated delays, complaints and other issues. If disputes remain unresolved the decision of the Engineer will be final.

During spray operations, if individual operators experience unfavorable weather conditions for herbicide application, they shall contact and coordinate with the other operators and weed board field staff to locate low wind areas in other parts of the county.

The Engineer or designated representative will perform random and periodic inspection (including "Dip Tests" as deemed appropriate to ascertain the Contractor's compliance with contract requirements. All deficiencies (skips, escapes, and poor or no results), hazards, or unsafe practices associated with the Contractor's herbicides application must be corrected at the Contractor's expense.

(March 13, 1995)

Cooperation With Other Contractors

Section 1-05.14 is supplemented with the following:

Other Contracts Or Other Work

It is anticipated that the following work adjacent to or within the limits of this project will be performed by others during the course of this project and will require coordination of the work:

1. Utility relocations and/or normal maintenance work by telephone, natural gas, and power companies.
2. Normal maintenance work by irrigation district crews.
3. Normal maintenance work by Grant County road crews.

LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

Laws To Be Observed

Section 1-07.1 is supplemented with the following:

(March 13, 1995)

Prevention Of Environmental Pollution And Preservation Of Public Natural Resources

The Applicator shall comply with the following environmental provisions which are made a part of the agreement documents. Copies of the environmental provisions are available to the Applicator at the Project Engineer's office.

If the Applicator's operations involve work outside the areas covered by the following environmental provisions, the Applicator shall advise the Engineer and request a list of all additional environmental provisions covering the area involved. A copy of all additional environmental provisions is also available to the Applicator at the Project Engineer's office.

1. Grant County Clean Air Authority Regulation 1
2. Grant County Health District Ordinance No. 1
3. Grant County Ordinance No. 604495

License and Insurance

The Applicator shall be licensed by the State of Washington and provide proof of mandatory

insurance coverage. The Applicator's insurance shall name the County as being co-insured and hold harmless and indemnify the County from any claims resulting from his operation. The provisions of Pesticide Act RCW 17.21, as amended, shall apply in all respects. The amount of coverage for bodily injury including death and property damage shall be not less than \$2,000,000 per occurrence and the limit for general liability coverage for spraying operations shall also be \$2,000,000.

State Sales Tax

Section 1-07.2 is changed as follows:

(December 17, 2019)

The work on this contract is exempt from state sales tax. Retail sales tax is not to be detailed on labor/materials charges. Contractors are taxable under the public road construction classification upon the total contract price. For further clarification see:

<https://apps.leg.wa.gov/wac/default.aspx?cite=458-20-171>

Permits and Licenses

(March 13, 1995)

No hydraulic permits are required for this project unless the Applicator'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.

All herbicide application permits, licenses, and certificates required by federal and state agencies holding jurisdiction with this type of work shall be obtained by the Applicator.

The County does not require the Applicator to spray chemicals directly into the water. The Applicator will not be required to obtain an aquatic Applicator's license.

Public Convenience and Safety

Construction Under Traffic

Section 1-07.23(1) is supplemented with the following:

(March 13, 1995)

The Applicator shall be responsible for maintenance, control and the safeguarding of pedestrian and vehicular traffic. The Applicator shall supply all signing, barricades, flaggers, etc. to provide for proper safety precautions in accordance with the latest WSDOT adopted edition Manual on Uniform Traffic Control Devices.

During the actual hours of work, unless protected as described above, only equipment and materials absolutely necessary to perform the work will be allowed to stop or park on the shoulder of the roadway. The Applicator's non-essential vehicles and employees' vehicles shall not be permitted to stop or park along the shoulder of the road.

No additional compensation will be paid to the Applicator for any cost or expense incurred as a result of the requirements of this provision and all costs shall be considered incidental to and included in other applicable agreement items.

PROSECUTION AND PROGRESS

1-03.2 Award of Contract

Section 1-03.2 is supplemented with the following:

(*****October 7, 2019)

Extension of Contract

This contract may be extended upon mutual agreement between the contracting parties for one year intervals. The Contractor must initiate the extension by December 31st of the current contract year for the next calendar year. The quantity of herbicides will vary each year. Cost adjustment based on herbicides, labor, materials and fuel shall be considered when price increases/decreases can be documented by the Contractor and agreed to by the local agency.

Termination of Agreement

(October 15, 1996)

The County reserves the right to terminate the agreement immediately if the Applicator fails to perform the work in accordance with these specifications or is found to be applying the prescribed chemicals at improper rates of application.

In addition to any other provisions in this agreement, the Board of County Commissioners may, through the Grant County Director of Public Works, by 30-day written notice, beginning on the second day after mailing, terminate this agreement when it is in the best interests of the County. If this agreement is so terminated, Grant County shall, in accordance with the terms of this agreement, only pay for services rendered prior to the effective date of termination

APPLICATION OF HERBICIDE

General Requirements

(*****September 5, 2018)

The Applicator will apply registered herbicides as directed by the Engineer within the allowances specified on the herbicide label, and at a vehicle speed no greater than seventeen (17) miles per hour.

The Applicator may use a drift-control additive in the amount recommended by the manufacturer but only with the concurrence of the Engineer.

All herbicides, additives and water, shall be furnished by the Contractor. The Applicator shall provide a source of clean water. The type of materials to be used and the rates of application will be made by the Engineer in writing.

Soil Residual Herbicides

The effective width of spread shall be 2.5 feet but in no case shall it extend beyond the bottom of an existing ditch. The application shall start 6 inches on the existing oil or traveled way on gravel roads. The width of application approaching intersections shall be 7 feet for 200 feet on each side of any intersecting County Road or State Highway. The Applicator must avoid damaging lawns, trees, shrubs, crops, etc.

Foliar Applied Herbicides

Herbicides will be applied to all areas within the road right of way not having soil residual herbicides as directed by the Engineer.

No Spray Zone

Herbicides shall not be applied by the Applicator to those "NO SPRAY" zones which are properly signed in accordance with the County's procedure.

Monitoring

(*****November 28, 2018)

Application work will be monitored by County personnel or its designated representative. The Applicator will be required to complete and certify a daily spray log on forms meeting the requirements of RCW 17.21.100 and approved by Washington State Department of Agriculture (WSDA). A sample WSDA form is included for informational purposes only. The certified daily spray logs shall be submitted at least once a week to the Engineer and his designated representative unless otherwise approved. The certified spray log data must be typed or computer generated and supply at least all the information requested on the sample copy. The Applicator shall include a map showing the specific locations of roads and herbicide applications. In addition, daily electronic files from a GIS based application including shape files, and reports shall be supplied weekly. No exceptions to this requirement are allowed.

The applicator and the Engineer's representative shall meet weekly to perform a reconciliation of inventory used/remaining versus the previous weeks spray logs. The Applicator must be able to communicate via email and cell phone and be available for meetings for coordination of herbicide application.

All work under the agreement shall be performed under the continuous supervision of competent personnel experienced in the class of work specified. Incompetent, careless or negligent employees shall be removed from the project work by the Applicator upon written request of the Engineer. Equipment shall be capable of performing the work in the manner required. Equipment not performing at acceptable levels in the judgement of the Engineer shall be replaced upon written request of the Engineer. Failure to comply with such request shall be sufficient ground for termination of the agreement

Materials

(*****December 10, 2018)

Herbicides

All chemical herbicides shall be delivered to the job site in the original containers. All herbicides shall be applied in accordance with the label recommendations, the Washington State Department of Ecology, local sensitive area ordinances, and the Washington State Department of Agriculture laws and regulations. Only those herbicides listed in the table Herbicides Approved for Use on Grant County Rights of Way may be used. A vendor/contractor may submit a product/herbicide whose Principal Functioning Agents/Active Ingredient/"ACID EQUIVALENT"/Mode of Action (WSSA Class) is equivalent to the listed herbicide for review by the Engineer for approval. The decision of the Engineer as to its acceptance for inclusion in the Herbicides Approved for Use on Grant County Rights of Way table and use is final and binding.

Herbicides Approved for Use on Grant County Rights of Way

Product	Principal Functioning Agents/Active Ingredients
Axxe	Ammonium nonanoate (40.00%)

Brimstone	Monocarbamide dihydrogen sulfate, alkoxyated amine ethoxylate, propane, 1,2,3-triol, alkyl glycol polyoxyethylene (80.00%)
Efficax	Soil retention agent & deposition aid / Esterified seed oil
Escort XP	Metsulfuron methyl (60.00%)
Esplanade 200 SC	Indazaiflam (19.05%)
Glyphosate 4 lb. without surfactant	Glyphosate (41.00%) without surfactant
Milestone	Triisopropanolammonium salt of 2 pyridine carboxylic acid, 4-amino-3, 6-dichloro (40.60%)
Portfolio 4F	Sulfertrazone (39.60%)
Prescott	Triclopyr tea (33.00%) + clopyralid tea (12.10%)
Renegade EA	Methyl Soyate, Ammonium Nitrate, Urea and other components (83.40%)
TrumpCard	Fluroxypr 1-mthylheptyl ester (9.92%) 2,4-dichlorophenoxyacetic acid (27.59%)
Vanquish or Dicamba HD	Diglycolamine (56.8%)
Vista XRT	Fluroxypr (45.52%)

Storage of Materials

(*****November 13, 2018)

The Applicator will be responsible for the storage, insurance, and inventory accountability for all materials. The Applicator will be further responsible for the clean-up and disposal of any chemical spills to the satisfaction of the appropriate regulatory authority.

The Applicator is required to have a physical presence and meet the legal requirements to conduct business in Washington State. Further, they must establish a centrally located field office/storage facility. At the applicators discretion, they may utilize remote storage facilities. The storage facilities must meet all federal and state guidelines for the safe storage of hazardous chemicals including, but not limited to, secondary containment [WAC 16-229]. Chemical deliveries, storage, dispatching and supervision shall utilize the field office/storage facility and/or remote storage facilities. Chemicals furnished by the Contractor shall be stored separately from other chemicals. The County shall have unrestricted access to such chemicals for inventory verification. The Applicator's main office shall maintain a set schedule of office hours with a minimum of eight (8) hours per day when spray work is being performed. The Applicator shall permit the Engineer to inspect storage facilities prior to the award of the contract, for compliance with WAC 16-229.

Equipment

(*****October 7, 2019)

Equipment to be used for application shall be inspected and approved by the Engineer prior to the

award of the contract.

A minimum of three (3) self-propelled applicator vehicles shall each be capable of carrying a minimum of 500 gallons of water. The units shall be equipped with a chemical injection computer system capable of monitoring ground speed, spray width, and adjusting the injection of herbicide mixes to yield an acceptable application rate per acre at all times. The units shall be capable of injecting three (3) different mixes simultaneously or independently. The system shall have the ability to vary the application width from 2.5 to 12 feet. The system must be able to monitor, display and produce downloadable electronic shape files for all three chemical mixes simultaneously or independently with associated ground speed, total miles, chemical flow meter, total chemical volume, total acres, and rate per acre. The electronic shape files shall be supplied with the Daily Spray Log.

Each spray vehicle shall have three (3) chemical holding tanks equipped with continuous no-splash agitation to ensure adequate mixing of wettable powders and dry flowables. Chemical holding tanks/injector tanks shall have a cumulative total of at least 30 gallons

In addition to the three (3) computerized 500 gallon units, the Applicator may need to utilize suitable off-road self-propelled units for the performance of this work. Such equipment shall be provided when necessary for the performance of the work.

All self-propelled applicators shall be available upon demand to perform the work required from March 1st to September 30th of each year. One 500 gallon self-propelled applicator must be available to perform the work from October 1st to December 31st.

All application units shall be equipped with some form of communication device for use in dispatching.

All equipment shall be licensed and bear appropriate placards. All equipment shall be kept in good working order.

Operating Personnel

(****October 7, 2019)

The application company shall have a minimum of five (5) years of experience in Washington State. Spray operators and drivers shall be certified per 49 CFR Part 171 to 177. The Engineer shall be afforded the opportunity to review the qualifications of each operator and driver. Operators and drivers found to have insufficient apprenticeship training, in the opinion of the Engineer, may be prevented from performing any work under this contract without direct supervision of a certified operator/driver. All operators, drivers, and material handlers who are employees or agents of the Applicator shall conform to the Uniform Substance and Alcohol Use and Testing Program, 49 CFR Part 382.

The Applicator must have an active, established safety program. All employees of the Applicator must participate in the safety program.

The Applicator shall not rotate operators out of Grant County operations without the written concurrence of the Engineer. The applicator shall supply the names and qualifications of the operators assigned to Grant County.

Complaints and Department

(****November 28, 2018)

The Applicator shall promptly respond and investigate all complaints received directly or through the County or Supervisor. The Applicator is encouraged to contact the Wash. St. Department of Agriculture if a complaint alleges herbicide or other chemical misuse.

The Applicator shall keep a written copy of each complaint along with the complaints current status. The Applicator, within 7 calendar days of its receipt, must provide a copy of each complaint to the Engineer and Weed Board Supervisor.

The Applicator and his employees shall conduct themselves in a professional and workmanlike manner. When asked, the Applicator and his employees shall identify themselves, explain the activity, identify the chemicals used and identify the foliage that may be effected.

The Applicator shall immediately notify the Engineer and Noxious Weed Supervisor of equipment failure or change in employee status.

Measurement

(*****September 5, 2018)

Acreage rate

Only the actual acreage and chemicals used for said treated acreage will be paid for at the unit prices listed. The information provided in the certified daily spray log along with associated shape files and concurred with the weekly reconciliation will be reviewed by the Engineer to verify the number of acres treated.

Payment

(*****October 7, 2019)

The unit price listed for each proposal item shall be full compensation for furnishing all chemicals, labor, equipment, fuel oil, lubrication, repairs, maintenance, insurance, SPCC and incidental expenses necessary for the performance thereof. All costs incurred by the Applicator to comply with the requirements of the provisions of this agreement shall be considered incidental to and included in other applicable unit prices. No additional compensation will be given to the Applicator as a result of these requirements.

Billing invoices, supported by copies of the certified spray logs & electronic shape files must be received at the Office of the Grant County Engineer no later than the first Monday of each month. Certified spray logs shall be typed or computer generated. Payment to the Applicator will be made on or about the fifteenth of each month for the preceding month's work.

No payment will be made for areas which are found to be treated improperly or applied with prescribed chemicals at improper rates of application.

TITLE VI – Contractor Requirements

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. Compliance with Regulations

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the

Regulations), which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to WSDOT or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance

In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part

6. Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request WSDOT enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States

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PROPOSAL

To: Board of County Commissioners
Grant County, Washington

This certifies that the undersigned has examined the location and construction details of the work as outlined in the plans and specifications for **Herbicide Application Program 2020**, located in Grant County, Washington, and has read and thoroughly understands the plans and specifications and agreement governing the work and the method by which payment will be made for said work and hereby proposes to undertake and complete the work embraced in this improvement in accordance with said plans, specifications, and agreement and at the following schedule of rates and prices:

Herbicide Application Program 2020

Note: Unit prices for all items, all extensions, and total amount must be shown.

Item No.	Approx. Quantity	Unit	Description of Item <u>See Appendix A for Mix Design And Locations</u>	Unit Price* <u>Dollars.Cts</u>	Amount* <u>Dollars.Cts</u>
1.	400	Acre	Mix One (1) Supply and apply soil residual herbicides on road rights of way within recommended label rates.	_____.____ per acre	_____.____
2.	750	Acre	Mix Two (2) Supply and apply foliar herbicides on road rights of way within recommended label rates.	_____.____ per acre	_____.____
3.	1,400	Acre	Mix Three (3) Supply and apply foliar herbicides on road rights of way within recommended label rates.	_____.____ per acre	_____.____
4.	3,300	Acre	Mix Four (4) Supply and apply foliar herbicides on road rights of way within recommended label rates.	_____.____ per acre	_____.____
5.	2,200	Acre	Mix Five (5) Supply and apply foliar herbicides on road rights of way within recommended label rates.	_____.____ per acre	_____.____
6.	1,400	Acre	Mix Six (6) Supply and apply foliar herbicides on road rights of way within recommended label rates.	_____.____ per acre	_____.____

7.	2,300	Acre	Mix Seven (7) Supply and apply foliar herbicides on road rights of way within recommended label rates.	_____.	_____.
				per acre	
8.	2,200	Acre	Mix Eight (8) Supply and apply foliar herbicides on road rights of way within recommended label rates.	_____.	_____.
				per acre	
9.	3,600	Acre	Mix Nine (9) Supply and apply foliar herbicides on road rights of way within recommended label rates.	_____.	_____.
				per acre	

BID TOTAL _____.

**Show unit prices & amounts in figures only*

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Failure to return this Declaration as part of the bid proposal package will make the bid nonresponsive and ineligible for award.

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.**

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

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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 In the Amount of _____ Dollars

Cashier's Check _____ Dollars

Certified Check (\$ _____) Payable to the Grant County Treasurer

Proposal Bond 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 _____

Email _____

State of Washington Applicator's License No. _____

Federal ID No. _____

Note:

- (1) This proposal form is not transferable 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 number in your communication: **Herbicide Application Program 2020**

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STATEMENT OF APPLICATOR'S QUALIFICATIONS

To: Board of County Commissioners
Grant County, Washington

Date: _____, 2019

Dear Madam and Sirs:

I hereby maintain that I am a responsible herbicide applicator as contemplated by the policies of the State of Washington (Chapter 36.77 of the Revised Code of Washington).

- My permanent place of business is _____ which I have maintained for _____ years.
- I have adequate plant equipment to expeditiously and properly perform the work contemplated for Grant County, Washington.

Description of work: This agreement provides for the control of vegetation along county highways and rights of way through the application of foliar and soil residual herbicides on approximately 16,700 acres annually located in Grant County and other work in accordance with the plans and specifications.

- I have the following labor, equipment, and work places available for this work: *(Please attach lists)*

<u>Employee Name</u>	<u>Certificates and Licenses & Year obtained</u>
<u>Equipment No.</u>	<u>Desc. (Mfg., Type, Size, & Model)</u>
	<u>Serial No.</u>
	<u>License</u>
<u>Chemical storage site(s) per WAC 16-229</u>	

- I have adequate funds to promptly meet obligations incident to this work.
Bank references: _____

- I have had adequate experience in this class of work. *(List or attach past experience)*

I hereby certify that the above is a true and accurate statement.

Very truly yours,

Print Name _____
Company _____
Address _____
Phone/FAX _____

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PROPOSAL 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 Application Program 2020**, located in Grant County, Washington, according to the terms
of the proposal made by the Principal therefor, and the Principal shall duly make and enter into an
agreement with the Obligee in accordance with the terms of said proposal 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 proposals, 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 _____, 2019

Principal _____

Surety _____

Attorney-in-Fact _____

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CONTRACT

THIS AGREEMENT, made and entered into this ___ day of _____, 2020, 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 Applicator.

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 Applicator shall do all work and furnish all tools, materials, herbicides and equipment necessary to improve and complete the **Herbicide Application Program 2020** located in Grant County, Washington, as proposed in a bid opened **1:30 P.M., Tuesday, January 7, 2020** in accordance with and as described in the herein attached plans and standard specifications, 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 additions to the work covered by this contract and every part thereof and any force account work may be ordered as provided in this contract and every part thereof.
2. The Applicator shall provide and be at the expense of all materials, herbicides labor, carriage, tools, implements 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 Applicator to employ, and does employ the Applicator 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 Applicator to perform any alterations 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 Applicator 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 Applicator.
5. It 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 Applicator has executed this instrument, and the said Board of County Commissioners of aforesaid 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 first above written, and the seal of said Board to be hereunto affixed on the date in this instrument first above written.

_____, 2020

Signature

Print Name

Firm Name

Address

City State Zip

Phone

ATTEST:

Barbara Vasquez, CMC, Clerk of the Board

BOARD OF COUNTY COMMISSINERS
OF GRANT COUNTY, WASHINGTON

APPROVED AS TO FORM:

____ day of _____, 2020

Kevin J. McCrae, Deputy Prosecuting Attorney
WSBA #43087

Chairman

Vice Chair

Member