



Invitation to Bid (ITB) C000388
DISTRICT 3 ROADSIDE HERBICIDE SPRAYING
IDAHO TRANSPORTATION DEPARTMENT

A PUBLIC WORKS LICENSE IS REQUIRED

Date of Issuance: January 19, 2018

TABLE OF CONTENTS

ADMINISTRATIVE INFORMATION.....	4
1 GENERAL INFORMATION	5
1.1 Purpose.....	5
1.2 General Information, Solicitation Instructions and Standard Terms and Conditions.....	5
1.3 Inquiries	5
1.4 Submission Requirements	6
1.5 Compliance with	6
1.6 Award.....	7
1.7 Point(s) of Contact/Contract Administration.....	7
1.8 Background.....	7
1.9 Mandatory Pre-Construction Conference	7
2 SCOPE OF WORK.....	8
2.1 SP Area Summary/ Work Location.....	8
2.2 Basis of Payment.....	8
2.3 Contract Compliance	9
2.4 Completion Time and Late Fees	9
2.5 Special Provision/Scope of Work Detail.....	9
2.6 Examination of Site.....	11
2.7 National Pollution Discharge Elimination System (NPDES) and Storm Water Prevention Plan (SWPP) 107.17A ..	11
2.8 Traffic Control and Safety	11
2.9 Roadside Herbicide Equipment	12
2.10 Record Keeping and Record Keeping Equipment	13
2.11 Production Herbicide Application.....	15
2.12 Licensing of Contractors	15
2.13 Responsibility for Injury Damage.....	15
2.14 Limitations of Operations	16
2.15 Definitions.....	16
2.16 Worksite Cleanup	20
2.17 Work not noted, detailed, or specified.....	20
3 SPECIAL PROVISIONS	20
3.1 Subletting/Subcontracting.....	20
3.2 Disqualification of Bidders	21
3.3 Surety Bond Requirements (Performance and Payment Bonds).....	21
3.4 Consideration of Bid / Record of Public Bid Opening (ROPBO)	21
3.5 Execution / Award of the Contract	21
3.6 Failure to Execute Contract	22
3.7 Authority to Proceed	22
4 TERMS AND CONDITIONS	22
4.1 Contract Award.....	22
4.2 Liquidated Damages	22
4.3 Payment & Billing.....	22
4.4 Changes.....	23
4.5 Force Majeure.....	23
4.6 Default and Termination of Contract.....	23
4.7 Termination for Convenience of the State	23
4.8 Appropriation by Legislature Required.....	23
4.9 Indemnification.....	24
4.10 Save Harmless	24
4.11 Insurance requirements.....	24

ATTACHMENT A - BID SCHEDULE 28
ATTACHMENT B - AFFIDAVIT: DRUG FREE WORKPLACE PROGRAM 29
ATTACHMENT C - SIGNATURE PAGE..... 30
ATTACHMENT MAPS SP-1, SP-2, SP-3, SP-4 31

ADMINISTRATIVE INFORMATION

ITB Title:	Roadside Herbicide Spraying, District 3
ITB Project Description:	Spraying prescribed applications of chemicals for ITD roadways in specified locations.
ITB Lead:	Todd Sorensen, Project Coordinator Idaho Transportation Department 3311 W. State Street Todd.sorensen@itd.idaho.gov 208.334.8093
Submit sealed bid: BIDS MUST BE RECEIVED AT THE PHYSICAL ADDRESS DESIGNATED FOR COURIER SERVICE AND TIME/DATE STAMPED BY ITD PRIOR TO THE CLOSING DATE AND TIME.	Address for Courier 3311 W. State Street Boise, ID 83703 Address for US Mail (if different) PO BOX 7129 Boise, ID 83707-1129
Deadline To Receive Questions:	5:00 p.m. Mountain Time on February 5, 2018
ITB Closing Date:	5:00 p.m. Mountain Time on February 15, 2018
ITB Opening Date:	10:00 a.m. Mountain Time on February 16, 2018
Initial Term of Contract and Renewals (service completion):	The service performed under this contract will begin upon ITD's written notice to proceed and work must be completed by June 29, 2018.

1 GENERAL INFORMATION

1.1 Purpose

The purpose of this Invitation to Bid (ITB) is to obtain bids from qualified contractors to apply prescribed herbicides on roadsides, Idaho Transportation Department (ITD) property, and ITD right-of-way in the counties of Ada, Boise, Canyon, Elmore, Owyhee, Payette, and Valley as described per the attached schedule.

Public Works Licensing is Required

1.2 General Information, Solicitation Instructions and Standard Terms and Conditions

This solicitation is issued by the Idaho Transportation Department via:

<http://itd.idaho.gov/business/> (click on the Solicitations – Non-Highway Projects tab). The Idaho Transportation Department is the only contact for this solicitation. All correspondence regarding this ITB must be in writing. In the event that it becomes necessary to revise any part of this ITB, addendums will be posted at the website provide above. It is the responsibility of the bidder to monitor this website for any updates or addendums. Any oral interpretations or clarifications of this ITB will not be relied upon. All changes to this ITB must be in writing and posted to the website to be valid. Alternate bids are not allowed.

The current version of the Idaho Transportation Department, Business & Support Management [Solicitation Terms and Conditions](#) are incorporated by reference into this solicitation, and any resulting contract, as if set forth in their entirety. This document can be downloaded at or copies obtained by contacting the solicitation's lead (see **Section 1.3**, Inquiries). Failure by any submitting bidder to obtain a copy of these documents will in no way constitute or be deemed a waiver by ITD of any term, condition, or requirement contained in the referenced documents; and no liability will be assumed by ITD for a submitting bidder's failure to consider the Idaho Transportation Department, Business & Support Management Solicitation Terms and Conditions in preparing its response to the solicitation.

1.3 Inquiries

Questions or other correspondence must be submitted in writing to the ITD contact listed below.

QUESTIONS MUST BE RECEIVED BY 5:00 PM Mountain Time (MT) ON THE DATE LISTED IN THE ADMINISTRATIVE INFORMATION PAGE. Timely received written questions will be answered via an addendum which will be posted to <http://itd.idaho.gov/business/> (click on the Solicitations – Non-Highway Projects tab).

ITB Lead: Todd Sorensen
Phone: 208.334.8093
E-mail: todd.sorensen@itd.idaho.gov

Any questions regarding the Idaho Transportation Department, Business & Support Management Solicitation Terms and Conditions must also be submitted in writing, by the deadline identified in this subsection. ITD will not consider proposed modifications to these requirements after the date and time set for receiving questions. Questions regarding these requirements must contain the following:

1. The rationale for the specific requirement being unacceptable to the party submitting the question (define the deficiency);

2. Recommended verbiage for ITD's consideration that is consistent in content, context, and form with ITD's requirement that is being questioned;
3. Explanation of how ITD's acceptance of the recommended verbiage is fair and equitable to both ITD and to the party submitting the question.

Bids which condition the bid based upon ITD accepting other terms and conditions not found in the ITB, or which take exception to ITD's terms and conditions, will be found non-responsive, and no further consideration of the bid will be given.

1.4 Submission Requirements

1.4.1 Required Bid Submission Items

Your bid submission must consist of the following:

- 1.4.1.1 Bid Schedule (Attachment A)**
- 1.4.1.2 Affidavit: Drug Free Workplace Program (Attachment B)**
- 1.4.1.3 Signature Page (Attachment C)**
- 1.4.1.4 Signed Map SP-1, SP-2, SP-3, SP-4**
- 1.4.1.5 Herbicide Licenses (see Section 2.14) Licensing of Contractors**

1.4.2 Bid Submission Methods

Bids must be submitted manually (via U.S. Mail, courier/hand-delivery) in a sealed envelope/package. **Do not fax or e-mail your bid.** Your bid must be received at the location and by the date and time specified on the ITB Administrative Information Page. The official time, for bid closing purposes, is ITD's time clock. Alternate bids will not be allowed.

1.4.3 Submission Method Requirements

Seal all required bid submission items in a single envelope or package (be certain to include an original hand-written signature in ink OR an electronic digital I.D. on the Signature Page) and label the outside of the package as follows:

Attn: Todd Sorensen, Project Coordinator, Idaho Transportation Department

Bidder Name: (Company Name)

ITB Number: ITB# C000388

ITB Title: Roadside Herbicide Spraying

ITB Closing Date: February 15, 2018

Bidders must provide one (1) original and one (1) copy of their bid.

1.5 Compliance with

1.5.1 2017 Standard Specifications for Highway Construction

The 2017 Standard Specifications for Highway Construction and the most current Quality Assurance Manual are incorporated by reference where applicable to this solicitation.

The [2017 Standard Specifications for Highway Construction](#) is available for \$30.00 plus tax. Contact ITD at 334-8493 to purchase or to download both the 2017 Standard Specifications for Highway Construction and the Quality Assurance Manual.

1.5.2 ITD Policy Compliance

The following [ITD Policy Compliance](#) applies to this contract when the Contractor is performing work at an ITD facility or when using ITD equipment or other property. These policies will remain in force for the duration of the contract:

5055	Harassment in the Workplace policy
5523	Alcohol and Drug-free Workplace policy
5510	Computer, E-Mail, and Internet Usage policy
5033	Workplace Violence Policy

These policies are and incorporated in this agreement. It is the Contractor's responsibility to read, understand and comply with these policies; one hundred percent (100%) compliance is mandatory. Furthermore, Contractor is responsible for ensuring that all their employees and subcontractors adhere to these policies. ITD reserves the right to remove from its premises, at any time, any Contractor or his/her employee or subcontractor that fails to follow these policies. ITD also reserves the right to remove its property, at any time, from any Contractor or his/her employee or subcontractor that fails to follow these policies.

All Contractor's employees and subcontractors are required to wear identification badges at all times while on the ITD's premises. The Contractor and its employees or subcontractors are not employees of ITD, but ITD retains the right to control its own work place and the use of its property.

Standard Specifications for Highways Construction

<http://apps.itd.idaho.gov/apps/manuals/SpecBook.pdf>

1.6 Award

Award will be made, all or none, to the responsive, responsible bidder with the lowest Total Cost, as provided on **Attachment A**, Bid Schedule.

1.7 Point(s) of Contact/Contract Administration

The Contract Administrator(s) and Manager(s) contact information for the resulting contract(s) will be provided upon award of bid.

1.8 Background

Apply prescribed herbicides on roadsides on ITD property, and ITD right-of-way in the counties of Ada, Boise, Canyon, Elmore, Owyhee, Payette, and Valley to prevent overgrowth of weeds per ITD requested schedule of dates.

1.9 Mandatory Pre-Construction Conference

After the Contract has been Awarded and before work commences the contractor must meet with the District 3 Contract Manager(s) and/or his representative to discuss the contract term and work performance requirements. Environmental Protection Agency (EPA) regulations (Pesticide General Permit) and "No Spray" areas will be specified at this time. This pre-construction conference does not relieve the Contractor from following all applicable rules and regulations pertinent to roadside spraying. The meeting will be held a minimum of 10 calendar

days before the work commences unless alternate arrangements are made by ITD and Contractor.

2 SCOPE OF WORK

2.1 SP Area Summary/ Work Location

ROADSIDE HERBICIDE APPLICATION AREAS

<u>PAY ITEM</u>	<u>ACRES</u>
<u>SP-1</u>	<u>Approximately 45</u>
I-84 MP 0.00 to 121.50	
I-184 MP 0.00 to 2.35	
<u>SP-2</u>	<u>Approximately 250</u>
I-84 MP 0.00 to 121.50	
<u>SP-3</u>	<u>Approximately 450</u>
I-84 MP 0.00 to 121.50	
I-184 MP 0.00 to 2.35	
<u>SP-4</u>	<u>Approximately 600</u>
Hwy 21 MP 0.00-105.50	
Hwy 51 MP 11.4 – 90.78	
Hwy 55 MP 0.00 – 15.62	
Hwy 55 MP 44.64 – 142.50	

See on **Attachment B**, Location and Map.

2.2 Basis of Payment

The Contractor must invoice by SP location as each area is completed and submit to the ITD billing location provided below. ITD will render payment for a properly executed invoice NET thirty (30) days from the date of the invoice, for pay items accepted by ITD.

Invoices must include the following information:

- Contract Number (and name of project/product, if appropriate)
- Identification of Billing Period.
- Total amount billed for the billing period.
- Detailed description of services/products provided and associated # of hours/\$ amounts, as appropriate.
- Name of authorized individual/contact information for Contractor

Invoices must be submitted to:

Idaho Transportation Department
Attn: Accounts Payable/CC00388
Email: ITDD3VendorInvoices@itd.idaho.gov
Address: P.O. Box 8028, Boise, ID 83707-2028

2.3 Contract Compliance

If a formal and written complaint is registered with the Contractor in respect to unsatisfactory work performance, the Contractor will have seventy-two (72) hours in which to respond in person to the complaint, to remedy the problem(s). Failure to respond in the prescribed time to the complaint or to remedy the problem may result in termination of the contract as provided in the Idaho Transportation Department, Business & Support Management Solicitation Terms and Conditions.

If ITD is not satisfied with the results and remediation of the complaint, periodic and joint inspections with the Contractor may be required to discuss and point out Contractors violations. Failure of the contractor to attend these inspections may result in termination of the contract.

2.4 Completion Time and Late Fees

Work must not begin prior to February 26, 2018 and must be completed by June 29, 2018.

Completion date for SP-4 is no later than June 29, 2018

Downtime due to unseasonal weather will be considered when assessing liquidated damages and extension of the completion date may be made through prior written agreement between the contractor and the Contract Administrator or the designated representative.

Note: Working day is defined in Subsection of the 101.04 of the Idaho Standard Specifications for Highway Construction 2017.

2.5 Special Provision/Scope of Work Detail

The following Special Provisions (SP) and all Addenda issued, supplement, or modify the Standard Specifications for Highway Construction (ITD 2017), the most current Supplemental Specifications, and SP-SA Special Provisions-State Aid. This is not a federally funded project.

The work includes furnishing all labor, equipment, supplies and tools required to effectively apply prescribed herbicides on roadsides, ITD property or right of way in the counties of *Ada, Boise, Canyon, Elmore, Owyhee, Payette, and Valley* as described herein.

A PUBLIC WORKS LICENSE IS REQUIRED

The Contractor must provide all herbicides and adjuvants unless otherwise specified in the SP. Contractor must observe and follow all herbicide label precautions, restrictions, and recommendations of the chemicals being applied, and observe and follow all applicable Federal, State and local laws for the storage, transport, handling, mixing, use and application of the herbicide being used. Current and up-to-date labels and Safety Data Sheets (SDS) of all chemicals being applied on ITD's property must be at the location of the application site at all times. The Contractor must supply a copy of same to ITD. Lawful recycling or disposal of all empty herbicide containers is the sole responsibility of the Contractor.

The Contractor must observe and comply with all applicable laws, ordinances, regulations, orders and decrees. The Contractor must protect and indemnify the state and its representatives against any claim or liability arising from, or based on, the violation of any such law, ordinance, regulation, order, or decree, whether by himself, his employees.

In addition to the work outlined in this document, the Contract requires a Contractor or Contractor's representative, capable and authorized to confer on a daily basis with the Contract Administration or the designated representative, concerning work units, and problems or situations that may arise. The Contractor must be capable of having mobile communication with all applicators and District personnel at all times.

The Contractor must spray, at the District's option, as close as possible to all fixed objects while exercising extreme care so as to not damage trees, plants, shrubs, signs, delineators, or other appurtenances, public or private, which are a part of the roadside. Hand spraying around such objects may be required of the Contractor. If ITD determines that any damage is the result of negligence of the Contractor, repairs or replacement shall be the responsibility of the Contractor at the Contractor's own expense.

Contractor understands and agrees that it is the intent of ITD to comply with all applicable EPA regulations and requirements including, without limitation, the Pesticide General Permit (PGP) for Discharges from the Application of Pesticides. Contractor asserts that they are aware that pesticide applications to or near surface waters or wetlands will require a PGP and that ITD forbids any application in the absence of a required PGP. Contractor further understands and agrees that, as pertaining to the PGP, ITD intends to comply by avoiding applications to or near surface waters or wetlands as those terms are defined or used by the EPA. In the event that Contractor believes that a PGP is required or that pesticide application is to be made to or near surface waters or wetlands, Contractor agrees to seek prior approval from the ITD and to not proceed further unless and until ITD provides specific written instructions. Contractor must comply with all "No Spray" designations specified by ITD. Contractor is solely responsible for any PGP infringement and must protect and indemnify ITD in the event of any violations.

Unless otherwise specified or agreed upon, in all production herbicide applications, the Contractor shall apply all herbicides in a minimum of 40 gallons of spray solution of water, 6.4 ounces (16 ounces /100 gallons water) Liberate (or approved equals) per acre. Water and spray adjuvants shall be considered incidental, no additional payment will be made for water or spray adjuvants.

The Contractor must not exceed 11 miles per hour while applying herbicides.

Approved fire retardant and extinguishing equipment must be immediately available for use in case of fire caused by spraying operations. Approved pesticide spill containment kits and shovels must be immediately available and on-site for use in case of chemical spills.

The Contract Administrator or designated representative will perform random and periodic inspection 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.

The Contract Administrator or designated representative will determine the herbicide(s) to be used, the rate of application, application windows and reporting requirements for all herbicide application within the District. Herbicide application will not be permitted when, in the opinion of the Contract Administrator or designated representative, soil and weather conditions are such that the right-of-way will be ineffective. No payment will be made for the standby time when, in

the opinion of the Contract Administrator or the designated representative, soil or weather conditions do not allow spraying.

The Contract Administrator will determine and identify all non-spray areas such as construction zones, special vegetation management areas and stands of wildflowers that will be excluded from spraying requirements. All areas will be identified prior to commencement of work.

The Contract Administrator or the designated representative will answer all questions which may arise as to the quality and acceptability of work performed.

Partial and Final acceptance of the project and Partial payment will not be authorized until the expected results are achieved. Authorization, in some instances and depending on the herbicide used, may take up to 30 days.

2.6 Examination of Site

Before submitting a bid to the State, bidders are urged to visit the sites where the services are to be performed and fully inform themselves of all the conditions and limitations. Failure to do so will in no way relieve the successful Contractor of the responsibility in furnishing sufficient equipment and personnel to perform all duties described in the specifications without additional cost to the State.

2.7 National Pollution Discharge Elimination System (NPDES) and Storm Water Prevention Plan (SWPP) 107.17A

There is no area of ground disturbance planned or anticipated outside of the existing paved area with this project. Therefore, no SWPP will be needed. If the contractor's operation does create any ground disturbance, either outside the existing paved area or in the staging area, the FHWA requirements found in 23 CFR 650, Subpart B, Erosion and Sediment Control on Highway Construction Projects and ITD Catalog of Storm Water Best Management Practices (BMP'S) shall be adhered to.

2.8 Traffic Control and Safety

Truck mounted attenuator(s) (TMA) will be required any time equipment is operating in the roadway within the traveled way or shoulders. The inserted Traffic Control Plan shall be the minimum traffic control required. If the included Traffic Control Plan does not meet the contractor's mode of operation, the contractor shall be required to submit a new Traffic Control Plan to the Contract Administrator for approval prior to or at the pre-construction conference.

This shall consist of furnishing a shadow vehicle with a minimum weight of 24,000 lbs. and a maximum weight in accordance with the truck mounted impact attenuator (TMA) manufacturer's recommendations. The shadow vehicle shall be equipped with a (TMA) that has prior approval for use in the State of Idaho and that meets NCHRP-350 TL-3 test criteria.

The shadow vehicle with TMA shall be utilized in accordance with the guidelines found in the Manual on Traffic Control Devices (MUTCD) as adopted by the State, or as directed by the Contract Administrator. The TMA is to be used as a protective device on the shadow vehicle to protect workers and equipment that are exposed to traffic in a work zone or engaged in maintenance operations. The shadow vehicle shall be driven on the roadside shoulder or in accordance with the traffic control plan submitted by the contractor.

Herbicide application equipment and support vehicles shall be operated in the normal direction of traffic flow when spraying foreslopes.

All vehicles and machinery operating on the right of way shall be equipped with at least one roof-mounted, high-intensity rotating or strobe-type amber flasher readily visible from front and rear for at least ½ mile.

Each Application vehicle and traffic control personnel shall be equipped with radio communications **licensed by the FCC**. Contractor shall provide a radio to the State Representative for each operation for the duration of the contract.

The Contractor shall provide, erect and maintain all traffic control signs and devices, and traffic control for the occupied work areas in accordance with the requirements contained in these specifications and shall take all necessary precautions for the protection of the work and the safety of the public. Traffic control devices shall conform to the current Manual on Uniform Traffic Control Devices, Part VI published by the US Department of Transportation, Federal Highway Administration. All signs and traffic control devices remain the property and responsibility of the Contractor. Work shall not be initiated until traffic control devices are in place at the work site.

The cost of furnishing, installing, and maintaining signs, cones, fully equipped shadow or other traffic control devices shall be incidental and included in the cost for other contract items.

Traffic control devices shall be covered or removed from the roadway when work is not taking place. When flaggers are present, signing for the flagging operation shall be required. Flaggers shall be considered incidental, no payment will be made for flagging.

Workers working adjacent to traffic shall wear highly visible clothing as described in Section 630.03 flagging and pilot cars (ITD Standard Specifications).

When not in use, equipment shall be parked no closer than 30 feet from the edge of the roadway. Vehicles and machinery not currently used in the work shall be parked off the right of way at approved locations to minimize interference with the normal use of the highway. Equipment security shall be the responsibility of the Contractor.

Roadside herbicide application shall be scheduled to avoid events such as holidays, and events that may cause traffic peaks and associated congestion.

2.9 Roadside Herbicide Equipment

Contractor's herbicide application equipment for production spraying shall meet or exceed the following specifications. **Any proposed equipment meeting alternative specifications must be approved by ITD prior to submission of bid.**

Project Requirements:

The chemical application spray head shall be boomless, capable of spraying from either side of the spray truck and capable of delivering prescribed chemicals or combination of chemicals at prescribed increments in width for production application.

All equipment shall be marked in accordance with the Federal Motor Carrier Safety Regulations 390.21 and display the company's phone number. All application equipment must be equipped

with manufacturers' safety device(s) to prevent damage to property caused by leaks, spills or drift. All application equipment shall be kept in good operating condition and shall be maintained to provide a precise calibrated spray pattern at all times. Refer to these plans for more specific equipment requirements.

Herbicide Application Equipment to be used in performance of this contract shall be subject to inspection and approval by the designated State Representative prior to commencement of the required work. Subsequent equipment inspections will take place during the term of the contract.

The inspection will determine the condition of the equipment, the state of repair, the capability of the equipment to perform the required work.

Equipment found to be deficient or incapable of performing the required work shall be suitably repaired to the State Representative's satisfaction or may be rejected for use on this contract. Rejection of the equipment does not relieve the Contractor of the responsibility to perform the required work.

The Contractor shall clean all herbicide equipment of accumulated vegetation and soil prior to start of work; to remove the potential spread of noxious weed seeds and other undesirable vegetation.

A minimum of 3 separate chemical holding tanks are required.

2.10 Record Keeping and Record Keeping Equipment

The Contractor or Contractor's representative shall record all pertinent information on a Daily Herbicide Log that will meet all of the Idaho Department of Agriculture requirements. The required information shall be recorded daily and delivered each Monday to the Contract Administrator or the designated licensed representative. These logs shall be Special Provision (SP) work area specific and shall include all data for each Special Provision work area. These logs shall become the property of ITD. The Contractor may make copies for their file.

The spray vehicles used shall also contain, at the Contractor's expense, a computer to monitor and control all herbicide applications and a Differentially Corrected Global Positioning System (DGPS). **Any proposed equipment meeting alternative specifications must be approved by ITD prior to submission of bid.** The spray vehicle computer and GPS system must be approved by ITD and will be supplied, maintained and installed by, and at the Contractors expense for the duration of the contract. ITD reserves the right to download any stored recorded information within the vehicles spray monitoring computer any time during the duration of the contract. The computerized injection system shall be capable of delivering and applying three chemicals separately or in combination at various rates and various widths. The injection system must have a sufficient number of injection pumps that are computer controlled and capable of delivering different chemicals or chemical combinations and rates per acre.

The computer must be capable of continually monitoring and displaying on-screen in the cab: acres sprayed, rate per acre for up to three chemicals or combination of chemicals, total units of each chemical for up to three chemicals or combination of chemicals, total acres sprayed, and true ground speed monitored by radar. The computer must be able to compensate automatically for over or under applications. The ability to override the injection system manually must not be possible.

The data recording device and software must work in conjunction with a Global Positioning System, to make a real-time geographic reference of application data from the application rate controller. These records shall be managed in a Geographic Information System (GIS) and must be compatible directly or through file conversion with GIS platforms that utilize GIS industry standard Shape (.shp) files. It must have an internal clock/date and have a master on/off switch. All data associated with a single spray job will be stored by job or session that can be named manually, entered month/day/year-hwy section. Example (051514-i84). The software will be capable of allowing the operator to enter geo-referenced Session notes at any time during the real-time application process. The data recording device shall be capable of handling roadside herbicide application format and record data, including but not limited to the following:

Session / job setup data:

- Session or job identification number
- Agency / Company details of the entity performing the spraying including Entity name, Identification number, Division, County, Address, and Contact details.
- Spray Operator details including Name, Pesticide Applicators License number.
- Driver details including Name, Driver License number.
- Sprayer configuration data including Sprayer name, Handgun Yes / No, number of boom sections, width of each boom section, and the offset of each boom section from the vehicle.
- Vehicle configuration data including Identification number, Application Control system used, number of product tanks used, the volume of each product tank, and the product application pump that the tank is assigned to.
- Product Tank data including the tank identification number and product content.
- Applied Chemical mixture data including the mixture constituent chemical names, concentration, and target rate.
- Individual chemical data including Chemical name, Manufacturer, EPA registration data, Commodity Code, Chemical type, product units, maximum mix ratio, and displacement.
- Weather information including Condition, Temperature, Humidity, & Wind conditions.

All sections of highway within an SP will require a separate session or job identification number unless the contractor is changing direction on a highway section to complete that section of highway. No two highway sections shall be included in one session or job identification number.

The data recording software will include the capabilities for an application report to be generated at the end of the spray job, or at any time thereafter. The Session / job summary data to be included in this report includes:

- All of the Session / job setup data detailed above
- Start and finish date and time for each session / job
- List of all files generated for each session / job
- Chemical application data including name of mixtures applied, chemicals contained in mixtures, volume of chemical applied, acres covered, and miles sprayed

- Session notes including identification number, Latitude & Longitude, Elevation, and the note text
- A map showing the location of each product that was applied

All of the above data can be transferred by file(s) into a GIS, or can be printed in the form of a Session / Job Application report.

The above required information shall be recorded daily and delivered to the Contract Administrator or the designated licensed representative each Monday on a zip disk or CD rom. These discs shall become the property of ITD. The Contractor may make copies for their file.

2.11 Production Herbicide Application

Production herbicide application shall include spraying a prescribed swath of vegetation adjacent to the edge of the pavement, and also include all spraying necessary to maintain adequate sight distances at curves, off ramps, on ramps, signs, delineators, and other roadside structures. Sight distance requirements may include subsequent swaths for 500 feet from and 500 feet after intersecting roads. Production herbicide application is the continuous and solid application of selective herbicides for control of specific weeds.

Production herbicide application shall require one licensed vehicle driver to operate the truck and one licensed professional applicator to operate the computer spray system. Production herbicide applications shall also require one licensed vehicle driver to operate the Truck mounted attenuator(s) (TMA).

2.12 Licensing of Contractors

AS PER STANDARD SPECIFICATIONS 2017 ON PAGE 70, SUBSECTION 107.03 – LICENSING OF CONTRACTORS

Add the following:

The contractor and their employees operating any spray equipment shall have been licensed by the State of Idaho Department of Agriculture for at least two years as a Professional applicator in the category R.W. Right-of-Way Herbicide in accordance with Chapter 34, Title 22, Idaho Code and possess a current license. A copy of applicable licenses shall be provided to the Contract Administrator prior to commencement of work.

2.13 Responsibility for Injury Damage

AS PER ITD STANDARD SPECIFICATIONS 2017, ON PAGE 77, SUBSECTION 107.10 – RESPONSIBILITY FOR DAMAGE

Add the following:

The lowest qualified bidder shall furnish a current certificate of pesticide chemical liability insurance for damage by spill, chemical drift or other off-target damage for no less than \$1 million per occurrence.

2.14 Limitations of Operations

AS PER ITD STANDARD SPECIFICATIONS 2017 ON PAGE 94, SUBSECTION 108.05 – LIMITATIONS OF OPERATIONS

Add the following:

No work shall be allowed the day before, the day of or the day after this holiday: **Memorial Day**

2.15 Definitions

AI - Active Ingredients

Adjuvants - Any product added to the spray solution to enhance or modify the performance of the spray mixture. Anti-foaming, buffering and drift control agents are some examples of adjuvants.

Appurtenances - Delineators, signs, posts and other objects within the spray zone.

Backslope - Roadside from the bottom of the ditch to the fence or the ROW boundary.

Foreslope - Roadside from the shoulder to the bottom of the ditch.

Inside – That area of the median between opposing lanes of traffic.

Interchanges - Any of the entrances or exits on an Interstate where traffic can enter or depart.

Median - Unpaved area between two way traffic on a divided highway.

MUTCD - Manual on Uniform Traffic Control Devices.

Noxious Weeds - Any plant having the potential to cause injury to public health, crops, livestock, land or other property; and which is designated as noxious by the Director of the Idaho Department of Agriculture and/or County Control Authority.

Outer Separations - Roadside adjacent to interchanges and road excluding Median.

Outside - That area between the edge of roadway and the right of way fence.

Roadside - All unpaved land in the entire right-of-way

Production Herbicide Application - Area including the foreslope plus designated backslope or embankment slope consisting of a continuous and defined swath for a prescribed distance.

Safety Herbicide Application - Area so designated that deals with specific situations that will result in improved visual impact, maintain sight distances such as inside curves, on ramps, off ramps, intersections, and private entrances, to reduce the possibility of drifting snow due to excessive roadside vegetation height, or to reduce the likelihood of concealing livestock or wildlife.

Shoulder - The strip of land which may vary in width along the edge of a paved road.

Solid Herbicide Application – That area so designated that requires a complete coverage of spraying.

Spot Herbicide Application – That area so designated that requires spraying of designated areas or weed species, or within areas or situations that require more detailed scheduling requirements.

ITD – Idaho Transportation Department

State Representative – The Contract Administrator or properly licensed designated representative.

Structures – Overpasses, bridges, guardrails.

Swath – The swath width shall equal 12 to 24 feet, covered with one pass of a spraying device.

Transition Herbicide Application – That area so designated that blends from an area that is not sprayed to an area that will be sprayed. This avoids abrupt changes in the spraying patterns to reduce visual impact or to provide adequate sight distance for signs, other roadside structures, and intersections.

Work Units – A definite amount or quantity of work used as a standard of measurement. This may be used to measure a prescribed amount of work such as per hour, per acre, etc.

2.15.1 SP-1 Herbicide Application – Various Location and Work Areas

Description: The work shall include furnishing all labor, equipment, supplies and tools required to effectively apply prescribed herbicides on roadsides, ITD property or right of way as described per the schedule prescribed herein.

Work Areas: The Contract Administrator shall approve sequence of work. SP work unit quantities may vary from ITD estimates. ITD reserves the right to change application width to best utilize estimated work unit quantities. In no case shall the contractor exceed the estimated SP work unit quantities without prior Contract Administrator approval.

Equipment: This SP requires the use of “Tank Mix Equipment” **ONLY**. (No injection)

All work on I-84 and I-184 shall be performed between the hours of 9:00 P.M to 5:00 AM. The work areas are as follows:

SP-1 Spot Herbicide Application, February 26 to March 18.

Apply 7 ounces per acre Esplanade 200 SC, 16 ounces per acre Method, 4 quarts per acre Ranger Pro (or approved equal), and 3 pints per 100 gallons Grounded.

This SP requires quality assurance and could require being spot sprayed with Round-up throughout the season to ensure no green vegetation. Time and material to retreat with Round-up shall be included with this SP.

Spot spray 4 feet from edge of roadway under Metal Guard Rails, inside/outside lanes, all on/off ramps, and accessible structures on I-84 and I-184.

(I-84) MP 0.00 TO MP 121.5

(I-184) MP 0.0 TO MP 2.35

Method of Measurement: The work on SP-1 will be measured by the acre of area sprayed. The measurement will be rounded to the nearest 1/10 acre.

Basis of Payment: The accepted quantities for the items will be paid for at the contract unit prices for the items listed below.

PAY ITEM

SP-1 Production Herbicide Application in (Various Locations) **ACRE**

2.15.2 SP-2 HERBICIDE APPLICATION – VARIOUS LOCATION AND WORK AREAS

Description: The work shall include furnishing all labor, equipment, supplies and tools required to effectively apply prescribed herbicides on roadsides, ITD property or right of way as described per the schedule prescribed herein.

Work Areas: The Contract Administrator shall approve sequence of work. SP work unit quantities may vary from ITD estimates. ITD reserves the right to change application width to best utilize estimated work unit quantities. In no case shall the contractor exceed the estimated SP work unit quantities without prior Contract Administrator approval.

Equipment: This SP requires the use of “Tank Mix Equipment” **ONLY**. (No Injection)

All work on I-84 shall be performed between the hours of 9:00 P.M to 5:00 AM. The work areas are as follows:

SP-2 Production Herbicide Application, February 26 to March 18.

Apply 7 ounces per acres Esplanade 200 SC, 16 ounces per acre Method, 4 quarts per acre Ranger Pro (or approved equal), and 3 pints per 100 gallons Grounded.

This SP requires quality assurance and could require being spot sprayed with Round-up throughout the season to ensure no green vegetation. Time and material to retreat with Round-up shall be included with this SP.

Solid spray 12 feet from edge of roadway on all foreslopes on the mainline outside lanes **ONLY**. There will be no on/off ramps, structures, or guardrail applications for this SP. Exclude areas where concrete barrier exists.

(I-84) MP 0.00 TO 121.5

Method of Measurement: The work on SP-2 will be measured by the acre of area sprayed. The measurement will be rounded to the nearest 1/10 acre.

Basis of Payment: The accepted quantities for the items will be paid for at the contract unit prices for the items listed below.

PAY ITEM

SP-2 Production Herbicide Application in (Various Locations)

ACRE

2.15.3 SP-3 HERBICIDE APPLICATION – VARIOUS LOCATION AND WORK AREAS

Description: The work shall include furnishing all labor, equipment, supplies and tools required to effectively apply prescribed herbicides on roadsides, ITD property or right of way as described per the schedule prescribed herein.

Work Areas: The Contract Administrator shall approve sequence of work. SP work unit quantities may vary from ITD estimates. ITD reserves the right to change application width to best utilize estimated work unit quantities. In no case shall the contractor exceed the estimated SP work unit quantities without prior Contract Administrator approval.

All work on I-84 and I-184 shall be performed between the hours of 9:00 P.M to 5:00 AM. The work areas are as follows:

SP-3 Production Herbicide Application, April 30 to May 27.

Apply 2 quarts per acre Trumpcard, 1 pint per acre Helfire, and 12 ounces per acre Ranger Pro (or approved equal).

Solid spray 14 feet from roadway on all foreslopes and interchange foreslopes. This includes all on/off ramps and structures. Exclude the areas where the bareground applications were made on I-84 outside lanes.

(I-84) MP 0.00 TO MP 121.5

(I-184) MP 0.0 TO MP 2.35

Method of Measurement: The work on SP-3 will be measured by the acre of area sprayed. The measurement will be rounded to the nearest 1/10 acre.

Basis of Payment: The accepted quantities for the items will be paid for at the contract unit prices for the items listed below.

PAY ITEM

SP-3 Production Herbicide Application in (Various Locations)

ACRE

2.15.4 SP-4 HERBICIDE APPLICATION – VARIOUS LOCATIONS AND WORK AREAS

Description: The work shall include furnishing all labor, equipment, supplies and tools required to effectively apply prescribed herbicides on roadsides, ITD property or right of way as described per the schedule prescribed herein.

Work Areas: The Contract Administrator shall approve sequence of work. SP work unit quantities may vary from ITD estimates. ITD reserves the right to change application width to best utilize estimated work unit quantities. In no case shall the contractor exceed the estimated SP work unit quantities without prior Contract Administrator approval.

All work North of I-84 shall not be performed between Fridays thru Sunday. The work areas are as follows:

SP-4 Production Herbicide Application, May 30 to June 29.

Apply 2 quarts per acre Trumpcard, and 1 pint per acre Helfire, and 8 ounces per acre Ranger Pro (or approved equal).

Solid spray 8 feet from roadway on all foreslopes and interchange foreslopes.

(HWY 51) MP 11.41 TO MP 90.78

(HWY 55) MP 0.00 TO MP 15.62

(HWY 55) MP 44.64 TO MP 142.50

(HWY 21) MP 0.00 TO MP 105.50

Method of Measurement: The work on SP-4 will be measured by the acre of area sprayed. The measurement will be rounded to the nearest 1/10 acre.

Basis of Payment: The accepted quantities for the items will be paid for at the contract unit prices for the items listed below.

PAY ITEM

SP-4 Production Herbicide Application in (Various Locations) **ACRE**

2.16 Worksite Cleanup

The Contractor must keep work areas free of waste materials. Upon completion of work, all waste, tools, supplies, and materials must be removed from ITD's premises. Any tools and supplies left onsite after work completion will be considered property of ITD.

2.17 Work not noted, detailed, or specified

All work required for complete installation or assembly shall be included in the Contractor's bid. Where minor portions of required work are not noted, detailed, or specified, such work shall be done in accordance with proven construction practice or accepted industry standards at no additional cost to the owner. The contractor shall be held responsible for verification of existing job conditions prior to bid. No additional cost shall be awarded to the successful contractor (or their subcontractors) after bids have been submitted and contracts awarded for failure to verify existing field conditions. Discrepancies or questions arising between actual field conditions and contract documents must be submitted in accordance with **Section 1.3**, Inquiries.

3 SPECIAL PROVISIONS

3.1 Subletting/Subcontracting

No subletting/no subcontracting this bid.

3.2 Disqualification of Bidders

Any of the following reasons may be considered as being sufficient for the disqualification of a bidder and the rejection of their bid or bids:

1. More than one bid, for the same work from an individual, partnership or corporation under the same name or a different name.
2. Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for any future work of the State until any such participant shall have been reinstated as a qualified bidder.
3. Bidder, or its principals or affiliates, is disbarred, suspended, or ineligible from federal contracting; see Idaho Code § 67-5730 (2) (f).

3.3 Surety Bond Requirements (Performance and Payment Bonds)

The lowest responsive, responsible bidder shall furnish a performance bond and a payment bond each in the amount of the contract.

Performance and Payment Bonds shall be submitted on the most current version of The American Institute of Architects (AIA) Document 312, signed by the bidder and their surety company. Power of Attorney for the person who executes the bond on behalf of the surety as Attorney-In-Fact must accompany the bid bond.

Guarantees submitted via any other obligation **WILL NOT** be accepted.

Please note: Bonding Surety must be registered and licensed with the Idaho Department of Insurance. Performance and Payment bonds will not be accepted if Surety is not registered and licensed in Idaho, and contract will not be executed by the Department. If contractor fails to file acceptable bonds within 5 calendar days after the contract has been received by the bidder, this failure may be deemed just cause for the cancellation of the award of contract and the forfeiture of the proposal guaranty which shall become the property of the state, not as a penalty, but in liquidation of damages sustained.

3.4 Consideration of Bid / Record of Public Bid Opening (ROPBO)

After the bids are opened and read, they will be compared on the basis of the summation of the products of the approximate quantities shown in the bid schedule by the unit bid prices. The results of such comparisons will be available at <http://itd.idaho.gov/business/> (click on the **Solicitations – Non-Highway Projects** tab). The right is reserved to reject any or all bids, to waive technicalities, to advertise for new bids, or to proceed to do the work otherwise, if, in the judgment of the Department, it is in the best interest of the State.

3.5 Execution / Award of the Contract

The award of contract, if it is awarded, will be made within 5 calendar days after the Intent to Award Notice letter has been mailed to the lowest responsive bidder whose bid complies with all requirements prescribed. However, the award may be deferred beyond 5 calendar days by mutual written agreement between the Department and the lowest responsive bidder.

The contract shall be signed by the lowest responsive responsible bidder and returned within 5 calendar days after the bidder has received the contract. If the contract is not executed by the

State within 5 calendar days following receipt from the bidder of the signed contracts, the bidder shall have the right to withdraw their bid without penalty. No contract shall be considered as effective until it has been fully executed by all of the parties thereto.

3.6 Failure to Execute Contract

Failure to execute the contract, file acceptable bonds and submit acceptable evidence, if required by contract, of good faith efforts to obtain participation by disadvantaged businesses within 5 calendar days after the contract has been received by the bidder shall be just cause for the cancellation of the award of contract and the forfeiture of the proposal guaranty which shall become the property of the state, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible bidder or the work may be readvertised and constructed under contract or otherwise, as the state may decide.

3.7 Authority to Proceed

Authority to proceed will be given after the required submittals specified in the submission requirements are received, approved by the Contract Administrator and returned to the Contractor.

4 TERMS AND CONDITIONS

4.1 Contract Award

Contract Award will be ALL OR NONE based on the "TOTAL BID AMOUNT" on the Bid Schedule.

4.2 Liquidated Damages

Downtime due to unseasonal weather will be considered when assessing liquidated damages and extension of the completion date may be made through prior written agreement between the contractor and the Contract Administrator or the designated representative.

The amount of Late Fees for failure to complete the work on time will be assessed \$500.00 per working day. At no time will the total amount of late fees exceed \$500.00 per working day.

Liquid damages provision does not waive ITD's right to see other remedies for a breach of contract by the awarded Contractor.

4.3 Payment & Billing

The Contractor must invoice by SP location as each area is completed and submit to the ITD billing location provided below. ITD will render payment for a properly executed invoice in accordance with Idaho Code 67-2302, for pay items accepted by ITD.

Invoices must include the following information:

Contract number CC00388

Identification of Billing period

Total amount billed for the billing period

SP location (acres)

Name of Authorized individual/contact information for Contractor.

Invoices must be submitted to:

Idaho Transportation Department, District 3
Attention: Accounts Payable/CC00388
Email: ITDD3VendorInvoices@itd.idaho.gov
Address: P.O. Box 8028, Boise, ID 83707-2028

4.4 Changes

The Department reserves the right to revise the “Work Locations and Schedule” and to make other changes within the general Scope of Work as may be deemed necessary to best serve the interests of the Department. Changes in compensation, which may result from such revisions, shall be documented by formal Amendment to the contract and approved by the Contract Administrator.

4.5 Force Majeure

Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the parties, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, strikes, freight embargoes, or unusually severe weather, provided that in all cases the Contractor shall notify the State promptly in writing of any cause for delay and the State concurs that the delay was beyond the control and without the fault or negligence of the Contractor. The period for the performance shall be extended for a period equivalent to the period of the Force Majeure delay. Matters of the Contractor’s finances shall not be a Force Majeure.

4.6 Default and Termination of Contract

Should the Contractor neglect to prosecute the work properly, or fails to perform any provision of the contract, the Department, after seven (7) days from written notice to the Contractor, may without prejudice to any other remedy they may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due to the Contractor or, at its option, may terminate the contract and take possession of all materials, tools, fixtures and furnish the work by such means as the Department sees fit, and if the unpaid balance of the contract price exceeds the expense of finishing the work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor’s surety shall pay the difference to the Department.

4.7 Termination for Convenience of the State

The performance of work under this contract may be terminated by the state in accordance with this subsection in whole, or from time to time in part, whenever it shall be determined that such termination is in the best interest of the state. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

4.8 Appropriation by Legislature Required

The State is a government entity and this Agreement shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State's Legislature as may exist from time to time. The State reserves the right to terminate this Agreement in whole or in part (or any order placed under it) if, in its sole judgment, the Legislature of the State of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the State to continue such payments, or requires any return or “give-back” of

funds required for the State to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending. All affected future rights and liabilities of the parties hereto shall thereupon cease within ten (10) calendar days after notice to the Contractor. It is understood and agreed that the State's payments herein provided for shall be paid from Idaho State Legislative appropriations.

4.9 Indemnification

The Contractor shall indemnify, save harmless, and defend regardless of outcome, the State from the expenses of and against all suits, actions, claims, or costs, expenses, and attorney fees that may be incurred because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the Contractor or their subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in the work; or because of any act or omission, neglect, or misconduct of the Contractor or their subcontractors; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act or any other law, ordinance, order or decree.

4.10 Save Harmless

The Contractor shall exonerate, indemnify, and hold the Department harmless from and against and assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, workman's compensation, and income tax laws with respect to the Contractor or the Contractor's employees engaged in the performance of this Agreement.

The Contractor will maintain Worker's Compensation Insurance as required by Idaho Code and will provide to the department a certificate of Idaho Worker's Compensation Insurance issued by a surety licensed to write Idaho Worker's Compensation in the State of Idaho, or an extraterritorial certificate approved by the Idaho Industrial Commission from a State that has a current reciprocity agreement with the Idaho Industrial Commission. Failure to provide a Certificate of Workman's Compensation Insurance may result in a price adjustment to cover any cost to the Department of providing the necessary workman's compensation insurance. The Department will not assume liability as an employer.

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

It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of the Department be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Agreement.

4.11 Insurance requirements

Within fifteen (15) calendar days of notification of award (or such other time as designated by the Purchasing Activity), the apparent successful bidder must provide certificates of insurance required herein and must maintain the insurance during the life of the Contract. There are no provisions for exceptions to this requirement. Failure to provide the certificates of insurance

within the fifteen (15) calendar day period may be cause for your bid to be declared non-responsive or for your contract to be cancelled.

The Contractor must carry liability and property damage insurance that will protect it and the State of Idaho from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Contract whether such operations be by themselves or by anyone directly or indirectly employed by either of them.

The Contractor cannot commence work under the Contract until it obtains all insurance required under this provision and furnishes a certificate or other form showing proof of current coverage to the State. All insurance policies and certificates must be signed copies. After work commences, the Contractor must keep in force all required insurance until the contract is terminated.

4.11.1 Commercial General and Umbrella Liability Insurance.

Contractor must maintain Commercial General Liability (CGL) and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it must apply separately to this Contract. For Comprehensive or Commercial General Liability insurance policy containing an aggregate limit, ensure a limit of at least \$4,000,000. The above limits may be met by policies having limits such as \$1,000,000 per occurrence, \$2,000,000 aggregate plus an umbrella policy of \$2,000,000.

CGL insurance must be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and must cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

4.11.2 Commercial Automobile and Commercial Umbrella Liability Insurance.

The Contractor must maintain Commercial Automobile Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$2,000,000 each accident. Such insurance must cover liability arising out of any auto (including owned, hired, and non-owned autos).

Bidders may request a waiver from providing Commercial Automobile and Commercial Umbrella Liability Insurance in its bid if the bidder will not use any owned, hired or non-owned vehicles to conduct business under the contract, if it is awarded the contract, and the State of Idaho will consider the request. If the bidder submits a request to waive the provision of Commercial Automobile and Commercial Umbrella Liability Insurance after the due date and time for receipt of bids or proposals, the State of Idaho may not consider the request.

4.11.3 Workers Compensation Insurance and Employer's Liability.

The Contractor must maintain workers compensation and employer's liability. The employer's liability must have limits not less than \$500,000 each accident for bodily injury by accident or \$500,000 each employee for bodily injury by disease.

The Contractor must provide either a certificate of workers compensation insurance issued by a surety licensed to write workers compensation insurance in the State of Idaho, as evidence that the Contractor has in effect a current Idaho workers compensation insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.

4.11.4 State of Idaho as Additional Insured.

The liability insurance coverage required for performance of the Contract must include the State of Idaho, the (agency) and its divisions, officers and employees as additional insured, but only with respect to the Contractor's activities to be performed under this Contract.

The Contractor must provide proof of the State of Idaho, the (agency) and its divisions, officers and employees being additional insured by providing endorsements to the liability insurance policies showing the State of Idaho, the (agency) and its divisions, officers and employees as additional insured. The endorsements must also show the policy numbers and the policy effective dates.

If a liability insurance policy provides for automatically endorsing additional insured when required by contract, then, in that case, the Contractor must provide proof of the State of Idaho, the (agency) and its divisions, officers and employees being additional insured by providing copies of the policy pages that clearly identify the blanket endorsement.

4.11.5 Notice of Cancellation or Change.

The Contractor must ensure that should any of the above described policies be cancelled before the expiration date thereof, or if there is a material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s), that written notice will be delivered to the ITD in accordance with the policy provisions.

4.11.6 Failure to Comply.

The Contractor must further ensure that all policies of insurance are endorsed to read that any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, will not affect the coverage(s) provided to the State of Idaho, and its divisions, officers and employees.

4.11.7 Acceptable Insurers and Deductibles.

Insurance coverage required under the Contract must be obtained from insurers rated A-VII or better in the latest Bests Rating Guide and in good standing and authorized to transact business in Idaho. The Contractor must be financially responsible for all deductibles, self-insured retention's and/or self-insurance included hereunder. The coverage provided by such policy will be primary to any coverage of the State on or related to the contract and must provide that the insurance afforded applies separately to each insured against whom a claim is made, except with respect to the limitation of liability.

4.11.8 Liquidated Damages

Downtime due to unseasonal weather will be considered when assessing liquidated damages and extension of the completion date may be made through prior agreement between the contractor and the Contract Administrator or the designated representative.

The amount of Late Fees for failure to complete the work on time will be assessed \$500.00 per working day. At no time will the total amount of late fees exceed \$500.00 per working day.

Note: Working day shall be defined in Subsection 101.04 of the Idaho Standard Specifications for Highway Construction, 2017.

4.11.9 Waiver of Subrogation.

All policies must contain waivers of subrogation. The Contractor waives all rights against the State and its officers, employees, and agents for recovery of damages to the extent these damages are covered by the required policies. Policies may contain deductibles but such deductibles will not be deducted from any damages due to the State.

Additional Requirements:

State of Idaho as Additional Insured: The liability insurance coverage required for performance of the Contract shall include the State of Idaho, the Idaho Transportation Department and its division, officers and employees as additional insured, but only with respect to the CONTRACTOR'S activities to be performed under this Contract.

Notice of Cancellation or Change: The CONTRACTOR shall ensure that all policies of insurance are endorsed to read that there shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s) without thirty (30) days prior written notice from the CONTRACTOR or its insurer to the Idaho Transportation Department. CONTRACTOR shall further ensure that all policies of insurance are endorsed to read that any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to the State of Idaho, Transportation Department and its divisions, officers and employees.

ATTACHMENT A - BID SCHEDULE

ITB# C0000388 - Roadside Herbicide Spraying – District 3

Company Name of Bidder: _____

Contact Name/Phone: _____

Contact E-mail: _____

Provide your fully burdened Total Cost for providing the **Roadside Herbicide Spraying** for District 3 as specified in this solicitation:

ITEM DESCRIPTION	QTY	UM	UNIT PRICE	EXTENDED PRICE
Spraying SP-1, including attenuator	45	Acres	\$_____	\$_____
Spraying SP-2, including attenuator	250	Acres	\$_____	\$_____
Spraying SP-3, including attenuator	450	Acres	\$_____	\$_____
Spraying SP-4, including attenuator	600	Acres	\$_____	\$_____
			TOTAL COST	\$_____

THIS ATTACHMENT MUST BE COMPLETED AND RETURNED WITH RESPONSE

ATTACHMENT B - AFFIDAVIT: DRUG FREE WORKPLACE PROGRAM

ITB# C0000388 - Roadside Herbicide Spraying – District 3

STATE OF _____

COUNTY OF _____

The undersigned being duly sworn upon oath deposes and says that _____
(Contractor Name)

complies with the provisions of Section 72-1717 Idaho Code (Drug Free Workplace program); that

_____ provides a drug-free workplace program that complies with the
(Contractor Name)

provisions of Idaho Code, Title 72, Chapter 17 and will maintain such program throughout the life this contract

and that _____ will subcontract work only to
(Contractor Name)

subcontractors meeting the requirements of Idaho Code, section 72-1717(1)(a).

Name of Contractor

Address

City and State

By: _____
(Signature)

Subscribed and sworn to before me this _____ day of _____, in the year _____.

Commission expires: _____

NOTARY PUBLIC, residing at

THIS ATTACHMENT MUST BE COMPLETED AND RETURNED WITH RESPONSE

ATTACHMENT C - SIGNATURE PAGE



Idaho Transportation Department
Business & Support Management
3311 W State Street (83703)
PO Box 7129
Boise, ID 83707-1129

SIGNATURE PAGE for Use with a Submitted ITB Response

Bids and pricing information must be typewritten or handwritten in ink. Originals and copies of the bid must be submitted in accordance with the solicitation documents. Submitted bids must include this signature page with the ORIGINAL signature (ink or electronic digital I.D.) of an individual authorized to bind of the submitting bidder.

NO LIABILITY WILL BE ASSUMED BY THE IDAHO TRANSPORTATION DEPARTMENT FOR A BIDDER'S FAILURE TO OBTAIN THE TERMS AND CONDITIONS AND ANY PROPERLY ISSUED SOLICITATION ADDENDUMS IN A TIMELY MANNER FOR USE IN THE BIDDER'S RESPONSE TO THIS SOLICITATION OR ANY OTHER FAILURE BY THE BIDDER TO CONSIDER THE TERMS, CONDITIONS, AND ANY ADDENDUMS IN THE BIDDER'S RESPONSE TO THE SOLICITATION.

Send your sealed bid package to: Idaho Transportation Department

ATTN: Todd Sorensen
3311 W. State Street
Boise, ID 83703

OR

FedEx, UPS, or other Couriers:

Idaho Transportation Department
ATTN: Todd Sorensen
P.O. Box 7129
Boise, ID 83707-1129

This ITB response is submitted in accordance with all documents and provisions of the specified Bid Number and Title detailed below. By my signature below I accept the terms, conditions, and requirements contained in the solicitation in effect at the time this ITB was issued, as incorporated by reference into this solicitation. As the undersigned I certify I am authorized to sign and submit this response for the named bidder. I further acknowledge I am responsible for reviewing and acknowledging any addendums that have been issued for this solicitation.

Bid Number: **ITB# C0000388** Bid Title: **District 3 Roadside Herbicide Spraying**

Bidder (Company Name): _____

ADDRESS: _____

CITY, ST, ZIP: _____

PHONE: _____ FAX: _____ EMAIL: _____

PUBLIC WORKS LICENSE NO: _____ FEIN: _____

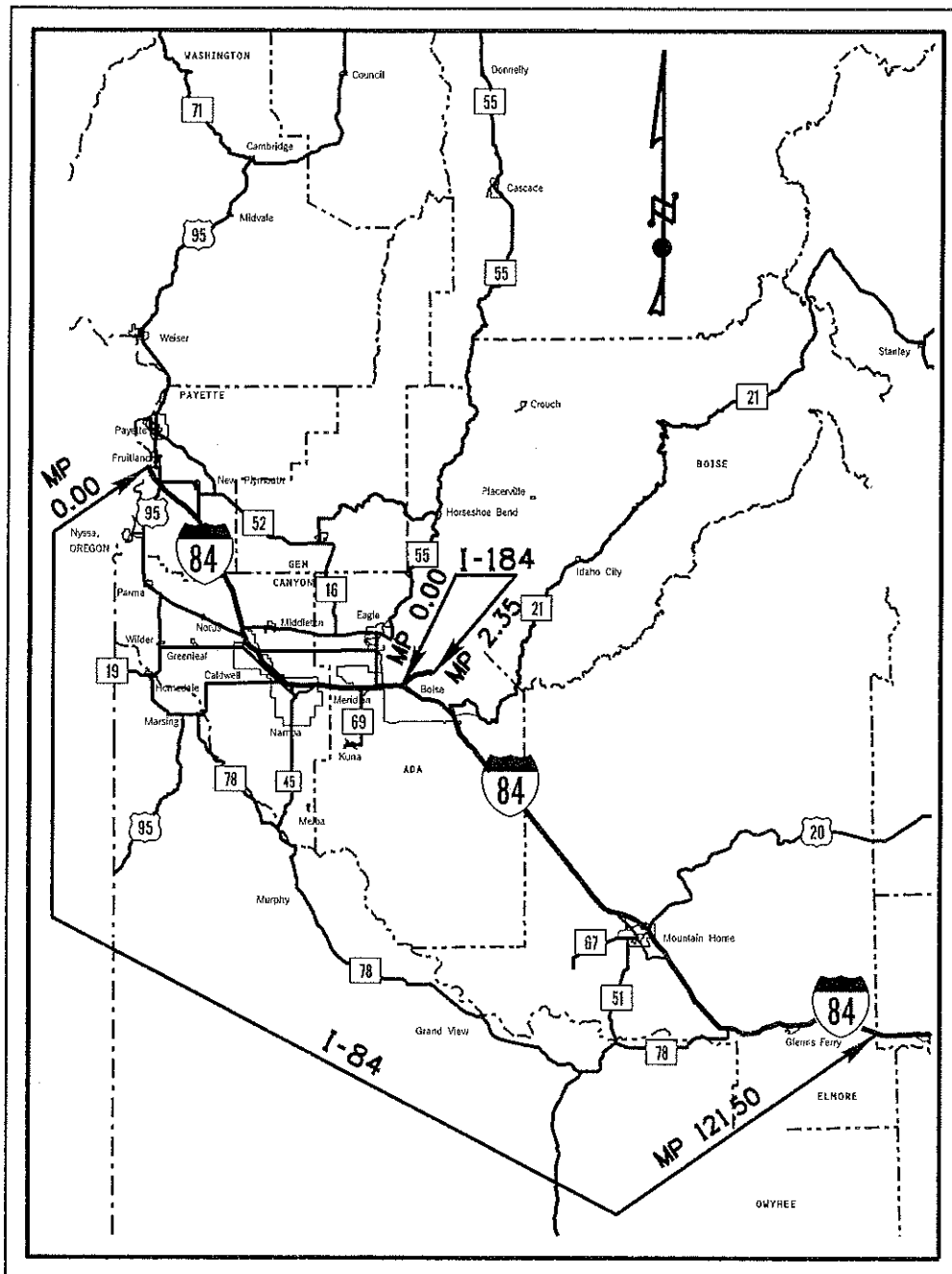
THIS SIGNATURE PAGE MUST BE SIGNED WITH AN ORIGINAL HANDWRITTEN SIGNATURE (PREFERABLY IN BLUE INK) OR AN ELECTRONIC DIGITAL I.D., AND RETURNED WITH YOUR BID FOR YOUR BID TO BE CONSIDERED.

Original Signature (in ink or electronic digital I.D.)

Date

Printed Name

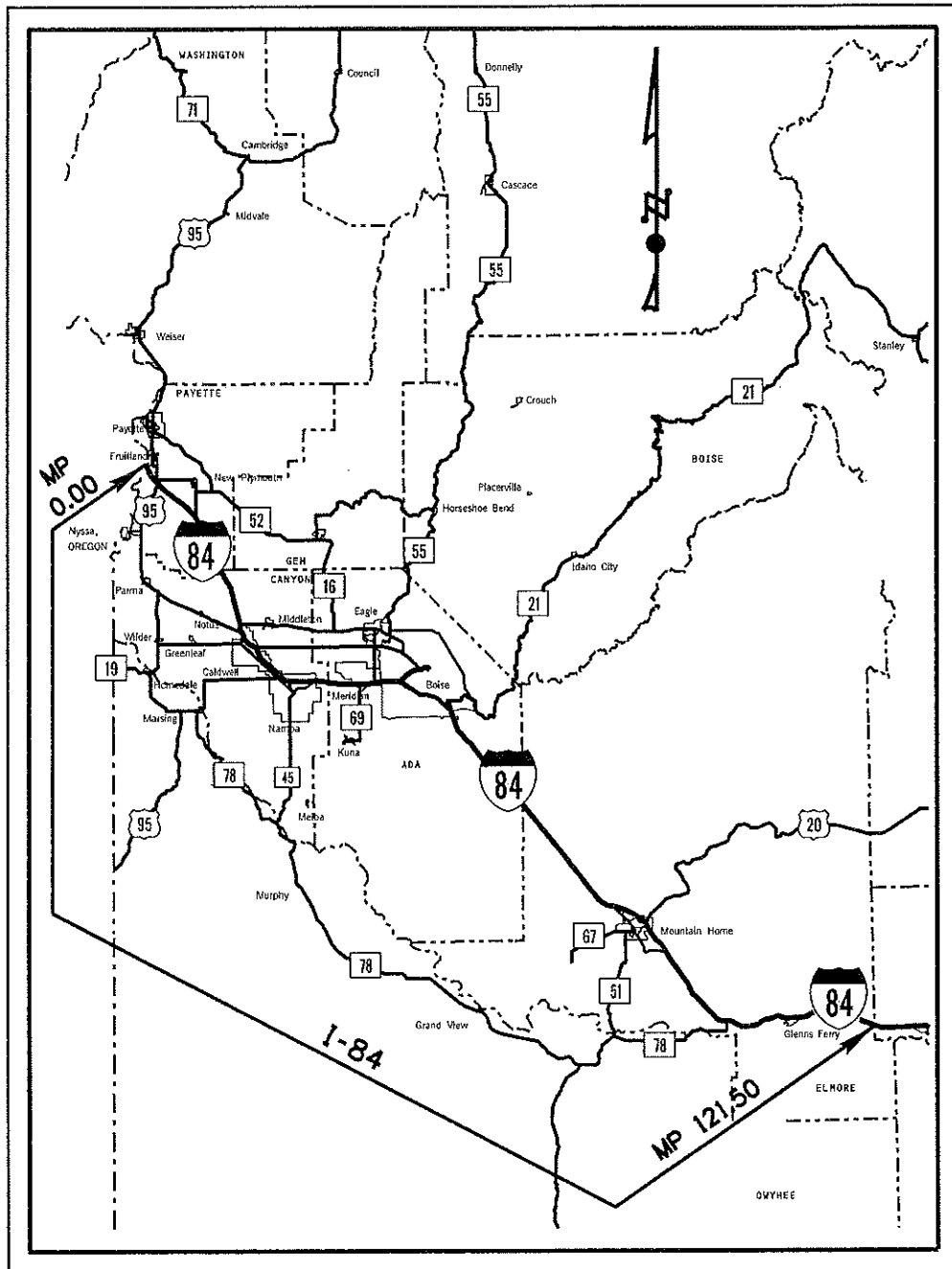
Title



IDAHO TRANSPORTATION DEPARTMENT

Division of Highways
Vicinity Map Showing
Spraying Project SP-1
I-84 & I-184

Ada, Canyon, & Elmore Counties



IDAHO TRANSPORTATION DEPARTMENT

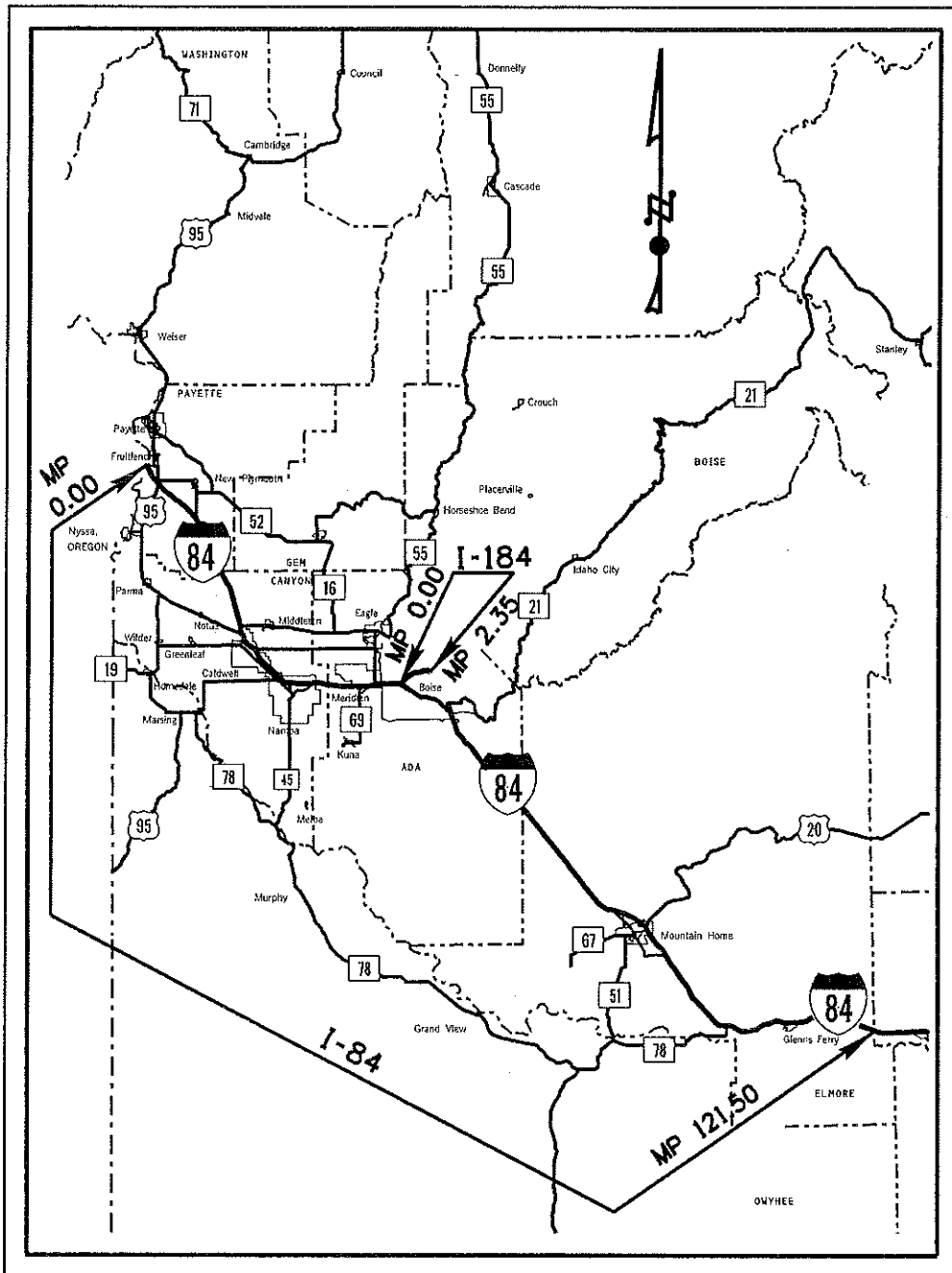
Division of Highways

Vicinity Map Showing

Spraying Project SP-2

I-84

Ada, Canyon, & Elmore Counties

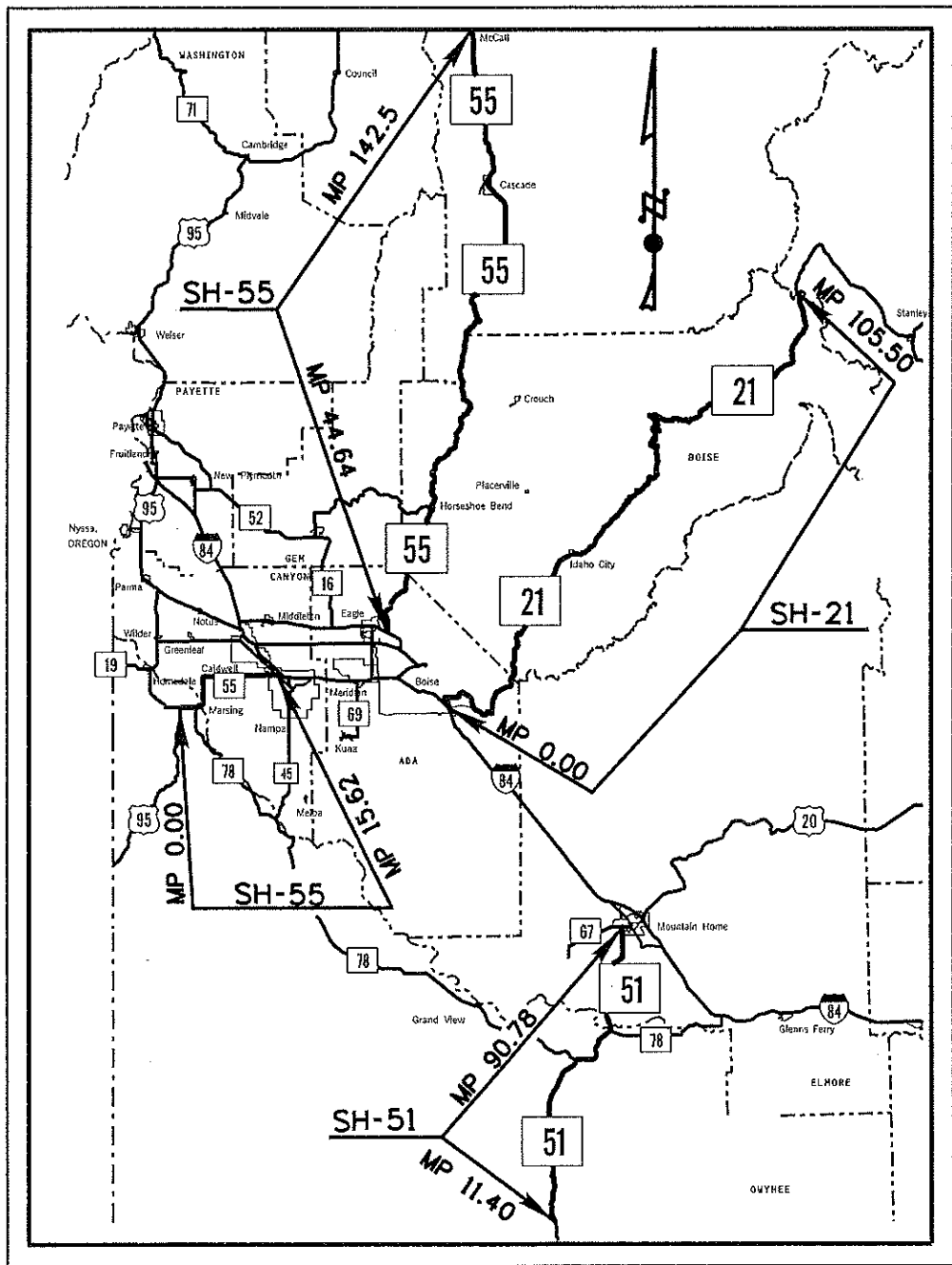


IDAHO TRANSPORTATION DEPARTMENT

Division of Highways
Vicinity Map Showing
Spraying Project SP-3

I-84

Ada, Canyon, & Elmore Counties



IDAHO TRANSPORTATION DEPARTMENT
Division of Highways
Vicinity Map Showing
Spraying Project SP-4
SH-21, SH-51, & SH-55
Various Counties