



**Invitation to Bid (ITB) C0000321**

**ROADSIDE HERBICIDE SPRAYING**

**IDAHO TRANSPORTATION DEPARTMENT  
DISTRICT 3**

**A PUBLIC WORKS LICENSE IS REQUIRED**

**Date of Issuance: December 8, 2016**

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**ADMINISTRATIVE INFORMATION**

ITB Title:	Roadside Herbicide Spraying, District 3
ITB Project Description:	Spraying prescribed applications of chemicals for ITD roadways in specified locations and specified dates.
ITB Lead:	Marcie Hoyt, Buyer Idaho Transportation Department, District 3 8150 Chinden Blvd Boise, ID 83714 208.334.8317
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.	Idaho Transportation Department, District 3 8150 Chinden Blvd Boise, ID 83714
Deadline To Receive Questions:	<b>5:00 p.m. Mountain Time on December 27, 2016</b>
ITB Closing Date:	<b>5:00 p.m. Mountain Time on December 28, 2016</b>
ITB Opening Date:	<b>10:00 a.m. Mountain Time on December 29, 2016</b>
Initial Term of Contract and Renewals (service completion):	The service performed under the contract will begin upon ITD's written notice to proceed and work must be started on February 20, 2017 and completed by June 30, 2017.

## 1 PURPOSE

The purpose of this Invitation to Bid (ITB) is to obtain bids from qualified contractors to apply prescribed herbicides by specific timeline 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.

## 2 GENERAL INFORMATION, SOLICITATION INSTRUCTIONS AND STANDARD TERMS AND CONDITIONS

This solicitation is issued by the ITD via:

([http://itd.idaho.gov/AdminServices/NonHwyConstructionProjects/bidding\\_info.htm](http://itd.idaho.gov/AdminServices/NonHwyConstructionProjects/bidding_info.htm)). The ITD 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 at to the website to be valid. Alternate bids are not allowed.

The current version of the ITD, BSM 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 <http://itd.idaho.gov/AdminServices/NonHwyConstructionProjects/PDFS/ITD%20BSM%20Solicitation%20Terms%20and%20Conditions%20July%202015.pdf>; or copies obtained by contacting the solicitation's lead (see **Section 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 ITD, BSM Solicitation Terms and Conditions in preparing its response to the solicitation.

## 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/AdminServices/NonHwyConstructionProjects/bidding\\_info.htm](http://itd.idaho.gov/AdminServices/NonHwyConstructionProjects/bidding_info.htm).

ITB Lead: Marcie Hoyt  
Phone: 208.334.8317  
E-mail: [marcie.hoyt@itd.idaho.gov](mailto:marcie.hoyt@itd.idaho.gov)

Any questions regarding the ITD, BSM 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.

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#### 4 SUBMISSION REQUIREMENTS

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##### 4.1 Required Bid Submission Items

Your bid submission must consist of the following:

- 4.1.1 Bid Schedule (Attachment A)
- 4.1.2 Location/Map (Attachment B) Vicinity Maps, SP-1, SP-2, SP-3, SP-4
- 4.1.3 Affidavit: Drug Free Workplace Program (Attachment C)
- 4.1.4 Signature Page (Attachment D)

Herbicide licenses (see Section, 13.7) Licensing of Contractors

##### 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.**

##### 4.1.5 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: Marcie Hoyt, Idaho Transportation Department, District 3**

**Bidder Name: (Company Name)**

**ITB Number: ITB# C0000321**

**ITB Title: Herbicide Spraying**

**ITB Closing Date: December 28, 2016**

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

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#### 5 COMPLETION TIME AND LATE FEES

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Work must not begin prior to February 20, 2017 and must be completed by June 30, 2017.

**Completion date for SP-4 is no later than June 30, 2017.**

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.

Note: Working day is defined in Subsection 101.04 of the Idaho Standard Specifications for Highway Construction, 2012.

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#### 6 SP AREA SUMMARY/WORK LOCATIONS

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##### ROADSIDE HERBICIDE APPLICATION AREAS

##### PAY ITEM

##### ACRES

SP-1

Approximately 45

I-84 MP 0.00 to 121.50,  
I-184 MP 0.00 to 2.35

**PAY ITEM**

**ACRES**

**SP-2**  
I-84 MP 0.00 to 121.50

**Approximately 240**

**SP-3**  
  
I-84 MP 0.00 to 121.50  
I-184 MP 0.00 to 2.35

**Approximately 400**

**SP-4**  
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

**Approximately 600**

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**7 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.

The award of contract, if it is awarded, will be made within fifteen (15) 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 fifteen (15) calendar days by mutual written agreement between ITD and the lowest responsive and responsible bidder.

The contract must be signed by the Awarded bidder and returned to ITD within fifteen (15) calendar days after Award of the resulting Contract. If the Contract is not executed by the State within fifteen (15) calendar days following receipt from the bidder of the signed Contract, the bidder will have the right to withdraw their bid without penalty. No Contract will be considered as effective until it has been fully executed by all of the parties thereto.

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**8 POINT OF CONTACT AFTER AWARD**

The Contract Administrator for this project is Dan Bryant, Maintenance Coordinator:

Dan Bryant, Maintenance Coordinator  
Phone: 208.334.8348  
Email: [dan.bryant@itd.idaho.gov](mailto:dan.bryant@itd.idaho.gov)

District Roadside Vegetation Representative

Shawn Strong, Trans Tech Sr.  
Phone: 208.830.3610  
Email: [shawn.strong@itd.idaho.gov](mailto:shawn.strong@itd.idaho.gov)

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**9 MANDATORY PRE-CONSTRUCTION CONFERENCE**

After the Contract has been Awarded and before work commences the contractor must meet with the District 3 Contract Administrator 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.

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## **10 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.

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## **11 SUMMARY OF WORK**

The following Special Provisions (SP) and all Addenda issued, supplement, or modify the Standard Specifications for Highway Construction (ITD 2012), 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**

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## **12 SCOPE OF WORK**

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 will be the responsibility of the Contractor at the Contractors 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 must 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 must 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 Contractors expense.

The District Roadside Vegetation 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.

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## **13 SPECIAL PROVISIONS**

### **13.1 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.



### 13.2 NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) AND STORM WATER PREVENTION PLAN (SWPP) 107.17 A

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) will be adhered to.

### 13.3 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 will be the minimum traffic control required. If the included Traffic Control Plan does not meet the contractor's mode of operation, the contractor must be required to submit a new Traffic Control Plan to the Contract Administrator for approval prior to or at the pre-construction conference.

This will 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 must 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 will 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 must be driven on the roadside shoulder or in accordance with the traffic control plan submitted by the contractor.

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

All vehicles and machinery operating on the right of way must 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 must be equipped with radio communications **licensed by the FCC**. Contractor must provide a radio to the State Representative for each operation for the duration of the contract.

The Contractor will 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 must take all necessary precautions for the protection of the work and the safety of the public. Traffic control devices must 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 will 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 will be incidental and included in the cost for other contract items.

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

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

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

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

#### **13.4 ROADSIDE HERBICIDE EQUIPMENT**

Contractor's herbicide application equipment for production spraying must 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 must 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 must 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 must be kept in good operating condition and must 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 will 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 must 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 must 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 three (3) separate chemical holding tanks are required.

#### **13.5 RECORD KEEPING AND RECORD KEEPING EQUIPMENT**

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

The spray vehicles used must 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 must 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 must 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 must 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 will 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 will be recorded daily and delivered to the District Roadside Vegetation Representative or the designated licensed representative each Monday on a zip disk or CD rom. These discs will become the property of ITD. The Contractor may make copies for their file.

### **13.6 PRODUCTION HERBICIDE APPLICATION**

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

### **13.7 LICENSING OF CONTRACTORS**

**AS PER STANDARD SPECIFICATIONS 2012 ON PAGE 75, SUBSECTION 107.03 – LICENSING OF CONTRACTORS**

Add the following:

The Contractor and their employees operating any spray equipment must 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 must be provided to the Contract Administrator prior to commencement of work.

### 13.8 RESPONSIBILITY FOR DAMAGE

**AS PER ITD STANDARD SPECIFICATIONS 2012, ON PAGE 77, SUBSECTION 107.10 – RESPONSIBILITY FOR DAMAGE**

Add the following:

The lowest qualified bidder must 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.

### 13.9 LIMITATIONS OF OPERATIONS

**AS PER ITD STANDARD SPECIFICATIONS 2012 ON PAGE 94, SUBSECTION 108.05 – LIMITATIONS OF OPERATIONS**

Add the following:

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

### 13.10 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 must 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.

### **13.11 SP-1 HERBICIDE APPLICATION – VARIOUS LOCATION AND WORK AREAS**

**Description:** The work will 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 must 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 will 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 must 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 20 to March 12.**

Apply 7 ounces per acre Esplanade 200 SC, 10 ounces per acre Perspective, 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 must 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.

<b>PAY ITEM</b>	<b>PAY UNIT</b>
SP-1 Production Herbicide Application in (Various Locations)	<b>ACRE</b>

### **13.12 SP-2 HERBICIDE APPLICATIONS – VARIOUS LOCATION AND WORK AREAS**

**Description:** The work will 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 will 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 will 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 must 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 20 to March 12.**

Apply 7 ounces per acres Esplanade 200 SC, 10 ounces per acre Perspective, 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 will be included with this SP.

A solid spray must be maintained within eight (8) 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.

<b>PAY ITEM</b>	<b>PAY UNIT</b>
SP-2 Production Herbicide Application in (Various Locations)	<b>ACRE</b>

**13.13 SP-3 HERBICIDE APPLICATIONS – VARIOUS LOCATION AND WORK AREAS**

**Description:** The work must 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 will 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 will the Contractor exceed the estimated SP work unit quantities without prior Contract Administrator approval.

All work on I-84 and I-184 must 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, May 1 to May 26.**

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.

<b>PAY ITEM</b>	<b>PAY UNIT</b>
SP-3 Production Herbicide Application in (Various Locations)	<b>ACRE</b>

**13.14 SP-4 HERBICIDE APPLICATIONS – VARIOUS LOCATIONS AND WORK AREAS**

**Description:** The work must 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 will 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 will the Contractor exceed the estimated SP work unit quantities without prior Contract Administrator approval.

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



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

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.

<b>PAY ITEM</b>	<b>PAY UNIT</b>
SP-4 Production Herbicide Application in (Various Locations)	<b>ACRE</b>

**13.15 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.

**13.16 WORK NOT NOTED, DETAILED OR SPECIFIED**

All work required for complete installation or assembly must be included in the bid. Where minor portions of required work are not noted, detailed, or specified, such work must be done in accordance with proven construction practice or accepted industry standards at no additional cost to ITD. The Contractor will be held responsible for verification of existing job conditions prior to bid; no additional cost will be awarded to the Contractor 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 3**, Inquiries.

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**14 LOCATION**

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

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**15 COST**

Provide your fully burdened Total Cost on **Attachment A**, Bid Schedule.

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**16 ACCEPTANCE**

Authority to proceed will be given after the required submittals specified in the Special Provisions are received, approved by the Maintenance Coordinator, and returned to the Contractor.

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**17 PAYMENT & BILLING**

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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 CC00321
- 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/C0000321  
Email: [ITDD3VendorInvoices@itd.idaho.gov](mailto:ITDD3VendorInvoices@itd.idaho.gov)  
Address: P.O. Box 8028, Boise, ID 83707-2028

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## **18 CONTRACT MONITORING**

Refer to section **13.5 RECORD KEEPING AND RECORD KEEPING EQUIPMENT**

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.

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## **19 LIQUIDATED DAMAGES**

The amount of Liquidated Damages 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.

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

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

Note: Working day will be defined in Subsection 101.04 of the Idaho Standard Specifications for Highway Construction, 2012.

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## **20 REPORTING REQUIREMENTS**

Refer to section **13.5 RECORD KEEPING AND RECORD KEEPING EQUIPMENT**

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## **21 SUB-CONTRACTING**

**Subletting / Subcontracting of Contract is not allowed.**

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**22 SURETY BOND REQUIREMENTS**

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The apparent successful bidder must furnish a performance bond and a payment bond each in the amount of the contract, within fifteen (15) calendar days upon receipt of the contract from ITD.

Performance and Payment Bonds must 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 bonds. Guarantees submitted via any other obligation will NOT be accepted.

The Bonding Surety must be registered and licensed with the Idaho Department of Insurance. Performance and Payment bonds will not be accepted if the Surety is not registered and licensed in Idaho, and the contract will not be executed by ITD.

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**23 DRUG-FREE WORKPLACE PROGRAM**

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Bidders must submit an affidavit (see **Attachment C**), certifying compliance with Section 72-1717, Idaho Code, requiring the Contractor at the time of bid to provide a drug-free workplace program and to maintain such program throughout the duration of the Contract.

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**24 LICENSING OF CONTRACTORS**

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The Contractor must possess the appropriate public works Contractor license in accordance with Title 54, Chapter 19, Idaho Code, as amended.

The Contractor are required to be listed in the bid proposal must possess the license by the date and time of bid submission.

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**25 COMPLIANCE WITH**

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**25.1 2012 ITD Standard Specifications for Highway Construction**

The 2012 ITD Standard Specification for Highway Construction and the most current Quality Assurance Manual are incorporated by reference where applicable to this solicitation.

The 2012 ITD Standard Specification for Highway Construction is available for \$30.00 plus tax. Contact ITD at 334-8430 to purchase, or visit: <http://itd.idaho.gov/manuals/ManualsOnline.htm>, to download both the 2012 ITD Standard Specification for Highway Construction and the Quality Assurance Manual.

**25.2 ITD Policy Compliance**

The following ITD policies apply 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:

A-18-10	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 provided at:

<http://itd.idaho.gov/AdminServices/NonHwyConstructionProjects/PDFS/ITD%20Policy%20Compliance%20July%202015.pdf>, 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 adhere to these policies. ITD reserves the right to remove from its premises, at any time, any Contractor or his/her employee 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 that fails to follow these policies.

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

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**26 PRICE ADJUSTMENT CLAUSE**

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Prices must be firm against any increase and decrease for one (1) year from effective date of the Contract. A price adjustment will be considered for each Contract renewal period thereafter. If a price increase is requested, the Contractor must notify ITD's Contract Administrator at least ninety (90) calendar days in advance and provide supporting documentation of industry wide increases. Increases will be limited to the actual cost increase to the Contractor.

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**27 RECORDS MAINTENANCE**

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The Contractor must maintain or supervise the maintenance of all records necessary to properly account for all payments made to the Contractor pursuant to the Contract. These records must be retained by the Contractor for at least three (3) years after the Contract terminates, or until all audits initiated within the three (3) years have been completed, whichever is later.

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**28 AUDIT RIGHTS**

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The Contractor agrees to allow State and Federal auditors and ITD purchasing staff access to all the records relating to this Contract, for audit, inspection, and monitoring of services or performance. Such access will be during normal business hours or by appointment.

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**29 INSURANCE REQUIREMENTS**

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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.

1.1 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 \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it must apply separately to this Contract.

1.1.1 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).

1.2 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 \$1,000,000 each accident. Such insurance must cover liability arising out of any auto (including owned, hired, and non-owned autos).

1.2.1 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.

1.3 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 insurance by accident or \$500,000 each employee for bodily injury by disease.

1.3.1 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.

1.4 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.

1.4.1 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.

1.4.2 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.

1.5 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.

1.6 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.

1.7 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.

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.

Contractor must obtain and maintain insurance at its own expense as required herein for the duration of the agreement, and comply with all limits, terms and conditions stipulated. Policies must provide, or be endorsed to provide, all required coverage. The Contractor must provide certificates of insurance or certified endorsements as applicable for the insurance required. The Contractor must not commence work under this Agreement until satisfactory evidence of all required insurance is provided to the State.

All insurance, except for Workers Compensation, and Professional Liability/Errors and Omissions must be endorsed to name the State of Idaho and ITD as Additional Insured. A certified copy of the endorsement, or complete policy containing the endorsement, must be provided to the State prior to the commencement of work.

All insurance must be with insurers rated A-, VII, or better in the latest Bests Rating Guide, and be in good standing and authorized to transact business in Idaho. The coverage provided by such policies must be primary. Policies may contain deductibles, but such deductibles must not be deducted from any damages due the State.

If any of the liability insurance required for this agreement is arranged on a "claims-made" basis, "tail coverage" must be required at the completion or termination of this agreement for a duration of twenty-four (24) months thereafter. Continuous "claims-made" coverage must be acceptable in lieu of "tail-coverage" provided the retroactive date is on or before the effective date of this agreement or twenty-four-months "prior acts" coverage is provided. Contractor must be responsible for furnishing certification of "tail coverage" or continuous "claims-made" coverage.

By requiring insurance herein, the State does not represent that coverage and limits must necessarily be adequate to protect the Contractor and such coverage and limits must not be deemed as a limitation on the Contractor's liability under the indemnities granted to the State.

Contractor must maintain insurance in amounts not less than the following:

**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 \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it must apply separately to this contract.

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).

**2 Business Automobile and Umbrella Liability Insurance**

Contractor must maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance must cover liability arising out of any auto (including owned, hired, and non-owned autos).

**3 Workers Compensation Insurance and Employer's Liability**

Worker's Compensation. The Contractor and all employers providing work, labor or materials under this contract, are subject employers under the Idaho Worker's Compensation Law, and must comply with Idaho Statutes regarding Worker's Compensation.

For the duration of this Contract, and until all work specified herein is complete, the Contractor and all employers providing work, labor or materials under this contract, must provide Idaho Worker's Compensation coverage that satisfies Idaho law for all their subject workers.

The Contractor must provide either a Certificate of Idaho Workers' Compensation Insurance issued by a surety licensed to write Idaho 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 Industrial Commission.

Employer's Liability: This coverage is written in conjunction with Worker's Compensation and provides insurance for the employer's liability to its employees in circumstances where the injury is not covered by the Worker's Compensation law and the employer may be subject to common law liability. Employer's liability insurance must be a minimum amount of \$100,000 per occurrence.

**Additional Requirements:**

**State of Idaho as Additional Insured:** The liability insurance coverage required for performance of the Contract must include the State of Idaho, ITD 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 must ensure that all policies of insurance are endorsed to read that there must 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 ITD. 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, must not affect the coverage(s) provided to the State of Idaho, ITD, and its divisions, officers and employees.

**ATTACHMENT A - BID SCHEDULE**  
**ITB# C0000321 - HERBICIDE SPRAYING - DISTRICT 3**

Company Name of Bidder: \_\_\_\_\_

Contact Name/Phone: \_\_\_\_\_

Contact E-mail: \_\_\_\_\_

Provide your fully burdened Total Cost for providing the herbicide spraying for District 3, specified in this solicitation:

<b>ITEM DESCRIPTION</b>	<b>UM</b>	<b>UNIT PRICE</b>	<b>EXTENDED PRICE</b>
Spraying SP-1, including attenuator	45 Acres		
Spraying SP-2, including attenuator	240 Acres		
Spraying SP-3, including attenuator	400 Acres		
Spraying SP-4, including attenuator	600 Acres		

**THIS ATTACHMENT MUST BE COMPLETED AND RETURNED WITH RESPONSE**



**ATTACHMENT B – VICINITY MAPS  
C0000321 - HERBICIDE SPRAYING FOR DISTRICT 3**

**ATTACHMENT C - AFFIDAVIT: DRUG FREE WORKPLACE PROGRAM  
C0000321 - HERBICIDE SPRAYING FOR 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 D - SIGNATURE PAGE  
C0000321 - HERBICIDE SPRAYING FOR DISTRICT 3**



Idaho Transportation Department, District 3  
Business & Support Management  
8150 Chinden Blvd. (83714)  
PO Box 8028  
Boise, ID 83707-2028

**SIGNATURE PAGE for Use with a Submitted Invitation to Bid 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 bid package to: Idaho Transportation Department, District 3  
ATTN: Marcie Hoyt/C0000321  
PO Box 8028  
Boise, ID 83707

**OR**

FedEx, UPS, or other Couriers: Idaho Transportation Department, District 3  
ATTN: Marcie Hoyt/C0000321  
8150 Chinden Blvd  
Boise, ID 83714

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# C0000321** Bid Title: **DISTRICT 3 – HERBICIDE SPRAYING**

Bidder (Company Name): \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, ST, ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

PUBLIC WORKS LICENSE NO: \_\_\_\_\_ FEIN: \_\_\_\_\_

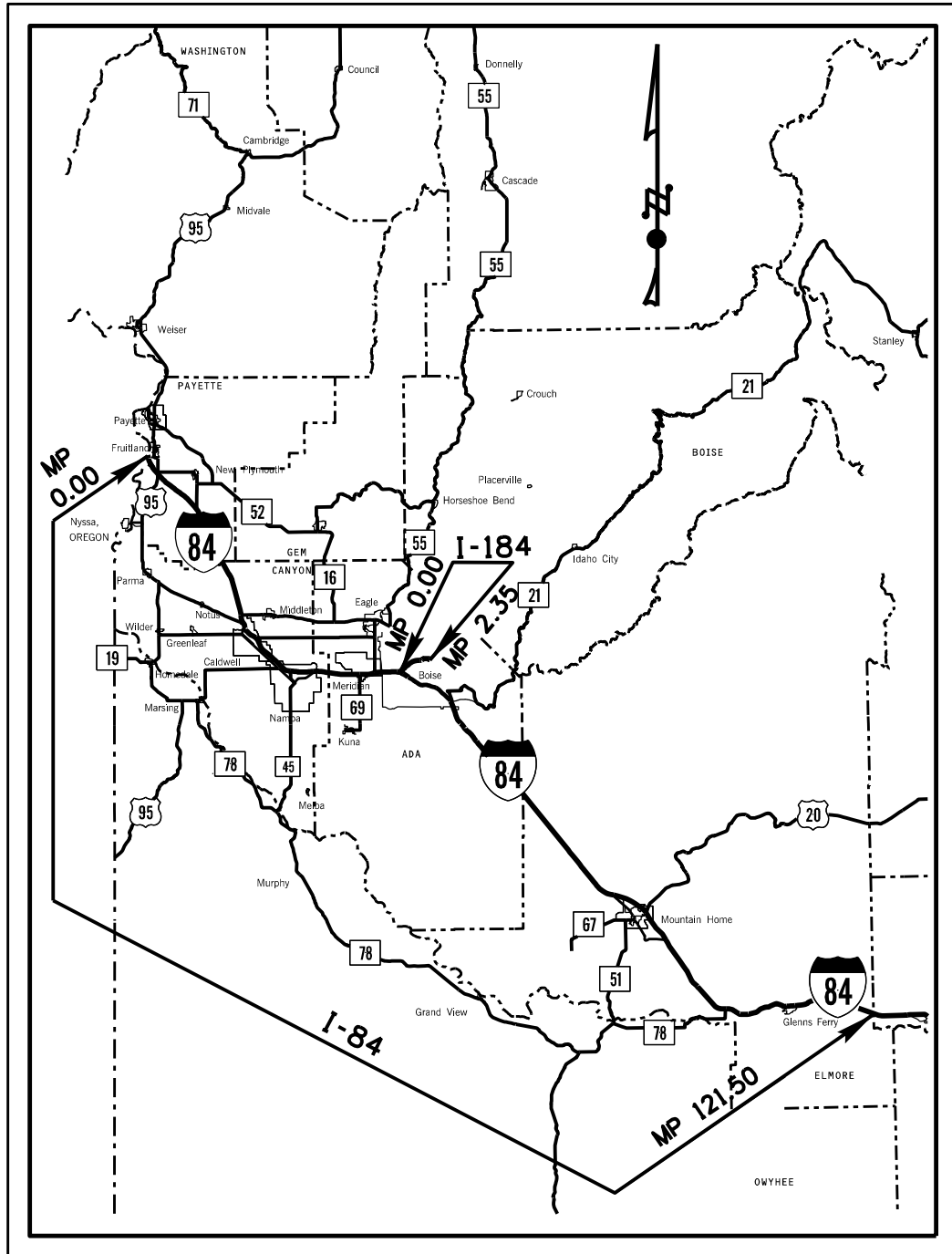
**THIS SIGNATURE PAGE MUST BE SIGNED WITH AN ORIGINAL HANDWRITTEN SIGNATURE (PREFERABLY IN BLUE INK) OR AN ELECTRONIC DIGITAL I.D., AND RETURNED WITH YOUR BID FOR YOUR BID TO BE CONSIDERED.**

\_\_\_\_\_  
Original Signature (in ink)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

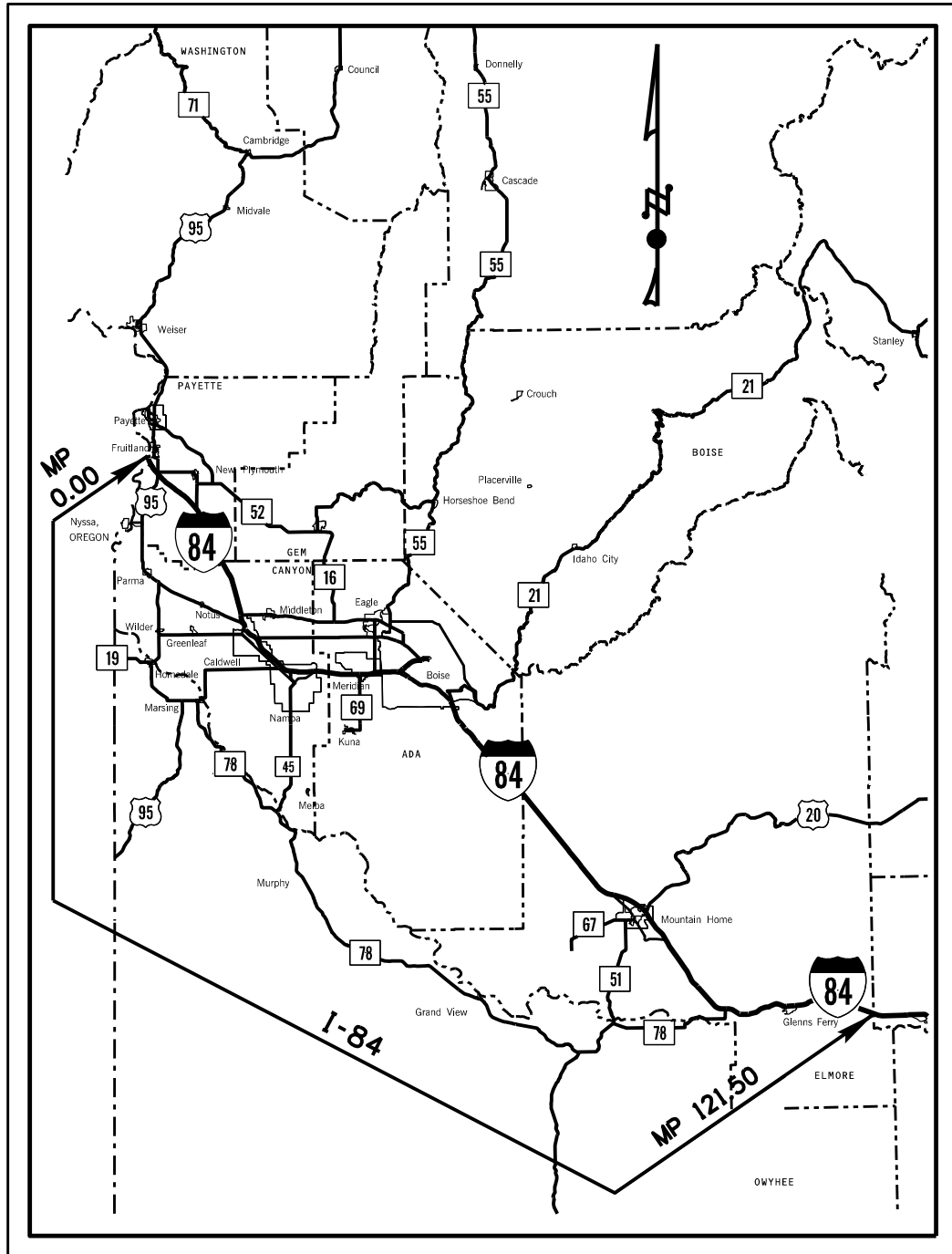
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Title



**IDAHO TRANSPORTATION DEPARTMENT**

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

**Ada, Canyon, & Elmore Counties**



**IDAHO TRANSPORTATION DEPARTMENT**

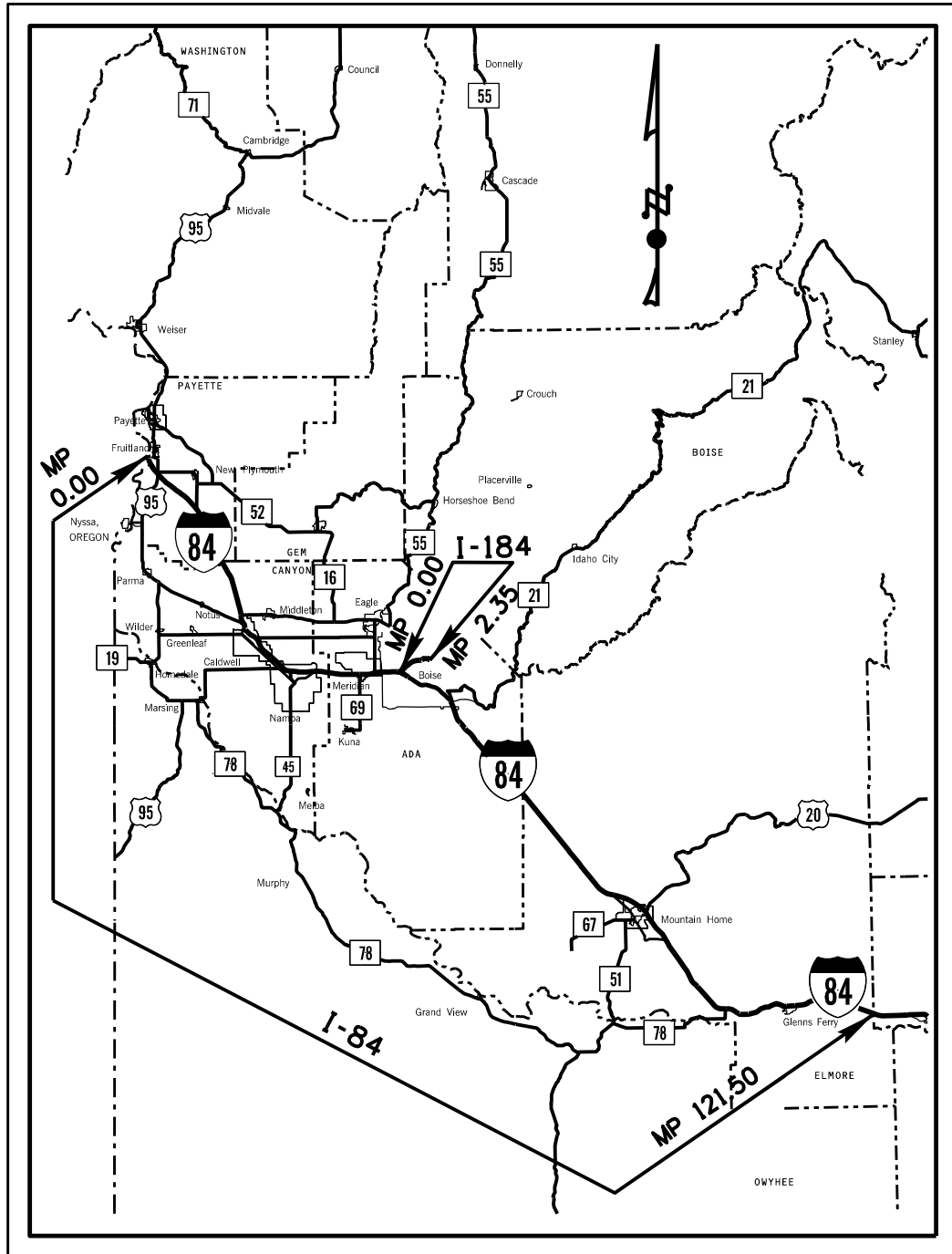
**Division of Highways**

**Vicinity Map Showing**

**Spraying Project SP-2**

**I-84**

**Ada, Canyon, & Elmore Counties**



**IDAHO TRANSPORTATION DEPARTMENT**

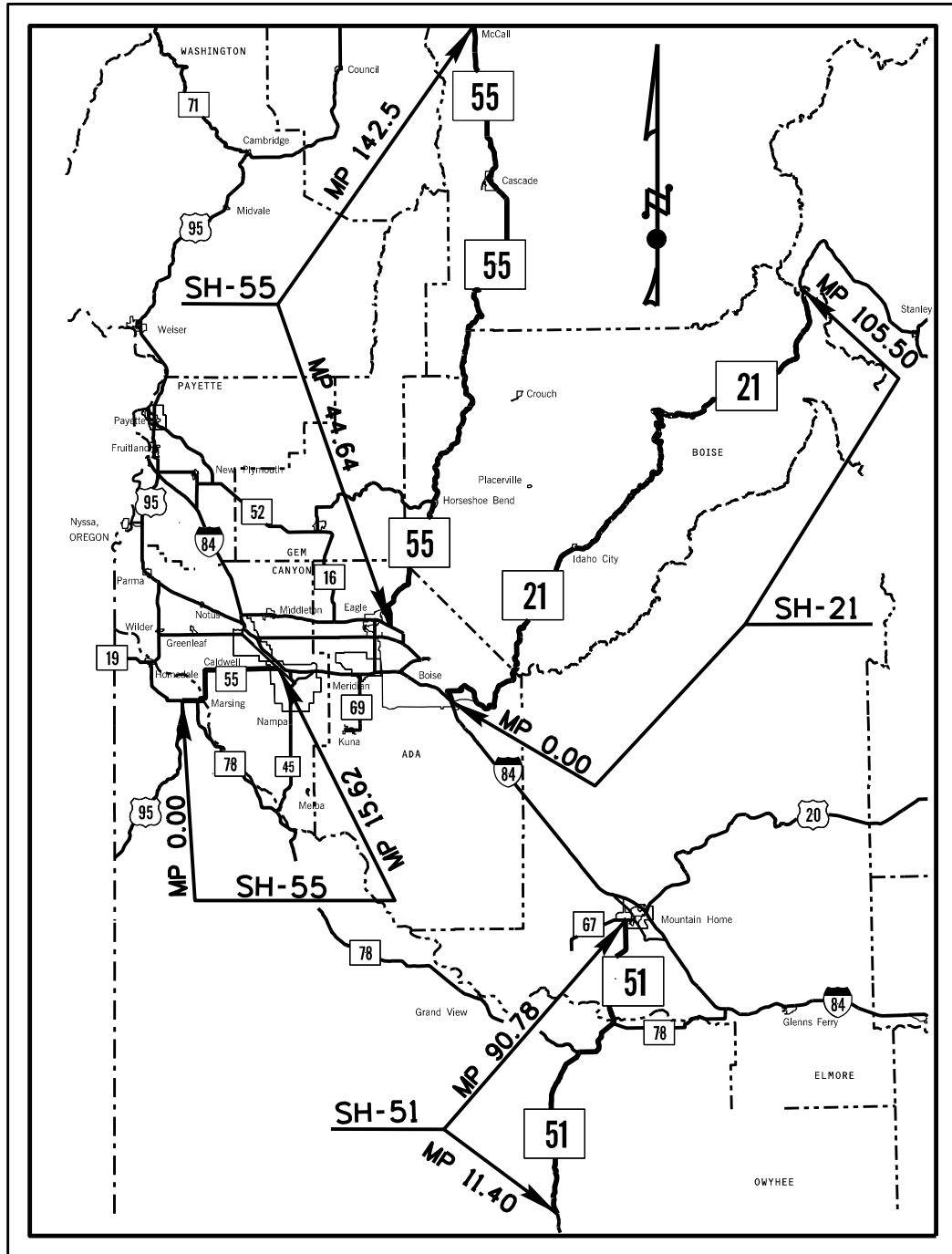
**Division of Highways**

**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