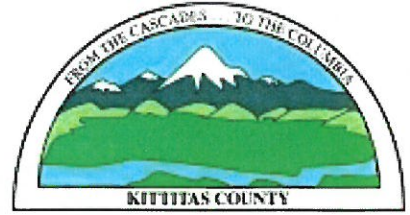


KITTITAS COUNTY DEPARTMENT
OF PUBLIC WORKS



REQUEST FOR BIDS

HERBICIDE APPLICATION

FOR YEARS: 2019-2022

BIDS DUE: APRIL 4, 2019 @ 2:00 PM

RETURN BID PROPOSALS TO:

KITTITAS COUNTY PUBLIC WORKS
411 N. RUBY, STE. #1
ELLENSBURG, WA 98926
(509) 962-7523

BIDS

Sealed bids for the application of herbicide to approximately eight hundred (800) shoulder miles of roadway. Sealed bids will be received at the Office of the Department of Public Works, 411 N. Ruby, Suite #1, Ellensburg, Washington, until **April 4, 2019, at 2:00 p.m.**, to be publicly opened and read aloud at Kittitas County Public Works, 411 N. Ruby, Suite #1, Ellensburg, Washington, at **2:00 p.m. on April 4, 2019**. Each bid to be considered must be submitted on forms furnished by the Kittitas County Department of Public Works and must be sealed in an envelope, plainly marked with the name of the bidder and **"Proposal For Herbicide Application"** on the outside of the envelope and addressed to the Kittitas County Department of Public Works, 411 N. Ruby, Suite #1, Ellensburg, Washington 98926. Kittitas County and the Kittitas County Public Works Department are not responsible for bids delivered late by the U.S. Postal Service. It is the responsibility of the Bidder to be sure the bids, if mailed, are sent sufficiently ahead of time to be received by the opening date and time.

RIGHT TO REJECT BIDS

The right is reserved to reject any and all proposals, to waive minor deviations from the specifications, to waive any informality in bids received, whenever it is in the County's best interest, and to accept the proposal deemed best for the County or to advertise for new proposals when in the opinion of the Kittitas County Board of Commissioners the best interest of the County will be promoted thereby.

CONDITIONS OF AWARD

The award made will be for the application of herbicide to the roadside shoulder as described under Description of Work for the term of 2019-2022 season(s).

FORM OF CONTRACT

The successful bidder may be required to enter into formal contract; however, in the absence of such requirements, it is agreed by the bidder that his bid submitted, together with "Notice of Award" issued by Kittitas County, will together constitute a contract fully binding upon both parties thereto.

PREVAILING WAGES

The prevailing rate of wages to be paid to workmen, laborers, or mechanics employed in the performance of any part of this contract shall be in accordance with the provisions of Chapter 39.12 RCW, as amended. The rules and regulations of the Department of Labor and Industries and the schedule of prevailing wage rates for the locality or localities where this Contract shall be performed as determined by the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this Contract as though fully set forth herein.

Inasmuch as the Contractor shall be held responsible for paying the prevailing wages, it is imperative that all Contractors familiarize themselves with the current wage rates before submitting bids based on these specifications.

In case any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries of the State and his decision therein shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060 as amended.

CHANGES:

No alteration in any of the terms, conditions, delivery price, quality, quantities, or specification of this order will be effective without written consent of the Kittitas County Department of Public Works.

REJECTION:

All goods or materials purchased herein are subject to approval by Kittitas County Department of Public Works. Any rejection of goods or materials resulting because of nonconformity to the terms and specifications of this order, whether held by the Kittitas County Department of Public Works or returned will be at the Vendor's risk and expense.

IDENTIFICATION:

All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting this order shall contain the applicable purchase order number.

WARRANTIES:

Vendor warrants that articles supplied under this order conform to specifications herein and are fit for the purpose for which such goods are ordinarily employed, except that if a particular purpose is stated, the material must then be fit for that particular purpose.

ASSIGNMENTS:

The provisions or moneys due under this contract shall only be assignable with prior written consent of the Kittitas County.

LIENS, CLAIMS and ENCUMBRANCES:

Vendor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims or encumbrances of any kind.

RISK OF LOSS:

Vendor agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein which occur prior to delivery. Such loss, injury or destruction shall not release Vendor from any obligation hereunder.

COMPLIANCE WITH LAWS

The successful bidder shall comply with all applicable federal, state and local laws, rules and regulations affecting its performance and hold the County harmless against any claims arising from the violation thereof.

CONTRACT DISPUTES

Any contractual agreement shall be performed under the laws of the State of Washington. Any litigation to enforce such agreement or any of its provisions shall be brought in Kittitas County, Washington.

DEFAULT

The Vendor covenants and agrees that in the event suit is instituted by Kittitas County for any default on the part of the Vendor, and the Vendor is adjudged by a court of competent jurisdiction to be in default, the Vendor shall pay to Kittitas County all cost, expenses expended or incurred by Kittitas County in connection therewith, and reasonable attorney's fees. The Vendor agrees that the Superior Court of the State of Washington shall have jurisdiction over any such suit and that venue shall be laid in Kittitas County.

INDEMNIFICATION

The Vendor agrees to and shall defend, indemnify and hold harmless the County, its appointed and elective officers, agents and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials, agents, or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence or misconduct of the Vendor, its sub-contractors, its elected officers, employees or their agents, while performing Vendor's duties in connection with supplying and delivering the materials to the County, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials, agents, or employees.

TERMINATION:

In the event of a breach by Vendor, Kittitas County reserves the right to cancel and terminate this purchase agreement forthwith upon giving oral or written notice to Vendor.

NONDISCRIMINATION:

The Vendor agrees not to discriminate against any client, employee, or applicant for employment or services because of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap with regard to, but not limited to, the following employment upgrading, demotion, or transfer, recruitment or recruitment advertising, lay-offs or termination, rates of pay or other forms of compensation, selection for training or rendition of services.

PERSONAL LIABILITY

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

CONTRACTOR'S PROTECTIVE CLAUSE

There shall be no obligation to have available or deliver any or all of the products included in this proposal in the customary manner when such availability or deliveries are prevented or hindered by an Act of God, fire, strike, partial or total interruption or loss or shortage of transportation facilities, or by other similar or different acts of civil or military authorities, or by other like causes beyond the control of the Contractor.

INSURANCE:

The Vendor shall secure and maintain in effect at all times while providing the goods and materials, such insurance as will protect the Vendor, its employees, officials and agents from all claims, losses, harm, costs, liabilities, damages and expenses arising out of personal injury (including death) or property damage that may result from performance of this Agreement, whether such performance is by the Vendor, its employees, officials and agents.

All insurance shall be issued by companies admitted to do business in the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports unless otherwise approved by the County. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

The Vendor shall provide proof of insurance for:

A) Commercial General Liability Insurance.

- Coverage limits not less than:
 - \$1,000,000 per occurrence per project
 - \$2,000,000 general aggregate
 - \$1,000,000 products & completed operations aggregate
 - \$1,000,000 personal and advertising injury, each offense
- Certificate Holder – Kittitas County
- The Certificate must name the County as additional insured as defined in the Agreement
- Ten (10) days written notice to the County of cancellation of the insurance policy.

B) Stop Gap/Employers Liability.

- Coverage limits not less than:
 - \$1,000,000 each accident
 - \$1,000,000 disease – policy limit
 - \$1,000,000 disease – each employee
- Ten (10) days written notice to the County of cancellation of the insurance policy.

C) Commercial Automobile Liability Insurance.

- Automobile Liability for owned, non-owned, hired, and leased vehicles, with an MCS 90 endorsement and a CA 9946 endorsement attached if ‘pollutants’ are to be transported.
- Coverage limits not less than:
 - \$1,000,000 combined single limit
- Ten (10) days written notice to the County of cancellation of the insurance policy.

D) Excess or Umbrella Liability.

- The Vendor shall provide Excess or Umbrella Liability coverage at limits of \$2,000,000 per occurrence and annual aggregate. This Excess or Umbrella Liability coverage shall apply, at a minimum, to both the Commercial General and Auto Insurance policy coverage.
- This requirement may be satisfied instead through the Vendor’s primary Commercial General and Automobile Liability coverage, or any combination thereof.

E) Workers’ Compensation.

- Workers’ Compensation in amounts required by law.

F) Pollution Liability.

- The successful bidder shall provide a Pollution Liability policy, providing coverage for claims involving bodily injury, property damage (including loss of use of tangible property that has not

been physically injured), cleanup costs, remediation, disposal or other handling of pollutants, including costs and expenses incurred in the investigation, defense, or settlement of claims arising out of:

- successful bidder's operations related to this project; and/or
 - Remediation, abatement, repair, maintenance or other work with lead-based paint or materials containing asbestos; and/or
 - Transportation of hazardous materials away from any site related to this project
- Such Pollution Liability policy shall provide the following minimum coverage:
 - \$1,000,000 each loss and
 - \$2,000,000 annual aggregate

The Vendor shall furnish the County a certificate of insurance with Endorsement as evidence that policies providing insurance required by this Agreement are in full force and effect. The Vendor hereby waives all rights of recourse, including any right to which another may be subrogated, against Kittitas County for personal injury, including death, and property damage. The Vendor's insurance policies required above shall be primary insurance and shall be non-contributing with any other insurance maintained by Kittitas County.

The Vendor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Vendor's employee-owned tools, machinery, equipment, or motor vehicles owned or rented by the Vendor, or the Vendor's agents, suppliers or contractors as well as to any temporary structures, scaffolding and protective fences.

The Vendor shall have sole responsibility for determining the insurance coverage and limits required, if any, to be obtained by subcontractors, which determination shall be made in accordance with reasonable and prudent business practices.

NOTE: No contract shall form until and unless a copy of the Certificate of Insurance with Endorsement, properly completed and in the amount required, is attached hereto.

PERFORMANCE GUARANTEE

Equipment and/or operator bid for the purpose expressed by this contract must be capable of doing the intended work and if subsequent usage proves otherwise, the equipment and/or operator shall be immediately terminated and replaced by the Contractor.

It shall be the duty of the Bidder to submit his bid before the hour and date specified. Kittitas County shall assume no responsibility for the delay in U.S. Mail Service resulting in a bid being received late. No oral, telephonic, facsimile, telegraphic or electronic bids or modifications will be accepted.

CONTRACT - PROPOSAL BOND

No proposal bond or performance bond will be required.

SALES TAX AND PERMITS

Washington State Sales Tax, of 8.0%, shall be added as a separate entry on each billing submitted to the County.

Kittitas County is exempt from all Federal Excise Tax.

PROSECUTION AND PROGRESS

Following project award, the Road Supervisor will schedule a preseason conference at a time mutually agreeable to all concerned.

At this conference several points concerning these Specifications will be discussed including order and coordination of work, lead time required means and methods of residual application, inspection and reporting procedures, etc. The Contractor should satisfy himself that all of these Specifications and intentions are fully understood.

PAYMENT

Invoices will not be processed for payment until receipt of a properly completed invoice or invoiced items are received.

MEASUREMENT AND PAYMENT

Measurement and Payment will be made based on the shoulder miles treated with herbicide. For special spot treat applications along with sidewalk spraying, the price per hour shall be used.

BASIS OF PAYMENT

The price per shoulder mile will be used as basis for the award of the project. Special consideration will be given to equipment that records herbicide application being applied to the shoulder by GPS. The unit of measurement for payment shall be by the treated shoulder mile. Kittitas County specifically reserves the right to reject any and all of the bids thereof.

APPLICATION EQUIPMENT SPECIFICATION

The application of herbicide must be applied to the shoulder in one pass. Equipment must be able to carry both sensitive and non-sensitive residual at the same time. The nozzles on the spray truck must be able to spray a minimum of eight (8) feet from the edge of the asphalt shoulder.

DESCRIPTION OF WORK

Kittitas County intends to apply herbicide to approximately 800 shoulder miles of roadway. In order to accomplish this project, the County is going out for sealed bid for the application of herbicide to the roadside shoulder.

The roadside shoulder to be treated consists of the edge of asphalt to top of the back slope of ditch. This horizontal distance ranges between eight (8) and ten (10) feet in some areas.

This project entails post-emergent roadside residual spraying every fall and/or spring from 2019-2022. Kittitas County treats the roadside shoulder with contact spraying to be completed in the spring and summer.

The actual working periods may be affected by ground conditions. Kittitas County will delay or suspend operations if the moisture content is too low or the ground is frozen.

Kittitas County is recommending the herbicide listed below to be used during the duration of the awarded contract:

Trumpcard
Vision
Justified

VENDOR ERROR

Any pricing, configuration, or other errors discovered after bid opening must remain and cannot be adjusted.

MISCELLANEOUS

Questions may be directed to Jim Van de Venter, Road Supervisor, Kittitas County Dept. of Public Works, 411 N. Ruby, Suite #1, Ellensburg, WA 98926. Telephone (509) 962-7523.

Kittitas County reserves the right to reject any and all quotations, to waive formalities and to select the bid most advantageous to the County.

Bids must be received by the Kittitas County Department of Public Works, 411 N. Ruby, Suite #1, Ellensburg, WA 98926, by 2:00 p.m. on April 4, 2019.

TO: Board of County Commissioners
Kittitas County Courthouse, Room 108
Ellensburg, Washington 98926

The undersigned hereby certifies that he has read the attached specifications for **2019– 2022 HERBICIDE APPLICATION** and desires to submit for your consideration said equipment that conforms to said specifications for the following unit bid prices:

Quantity of Equipment Available for Project	GPS Tracking Yes or No	Price/Shoulder Mile	Price/ Hour

Remarks: _____

The Board of County Commissioners reserves the right to reject any or all bids or parts thereof and to “**HERBICIDE APPLICATION**” and addressed to Kittitas County Public Works, 411 N. Ruby, Ste. #1, Ellensburg, WA 98926. Bids must be in the Office of the Kittitas County Commissioners on or before bid time of:

THURSDAY, APRIL 4, 2019 at 2:00 PM

FIRM NAME

ADDRESS

BY (SIGNATURE)

CITY STATE ZIP

TITLE

PHONE NUMBER

WASHINGTON STATE REGISTRATION NO.

EMAIL ADDRESS

FEDERAL TAX I.D. NO.

UBI NO.

Signed and sworn (or affirmed) before me on _____
(Date)

NOTARY PUBLIC
My appointment expires _____

State of _____ County of _____

(Seal and Stamp)