

**COUNTY OF SANDERS  
SPECIFICATIONS FOR  
ROADSIDE HERBICIDE NOXIOUS WEED CONTROL  
STATE AND COUNTY ROADS**

**Sanders County Weed Control Contract, Highway 200  
Zone 1 and 2  
Bids Due July 9<sup>th</sup> 2020**

The Sanders County Weed Supervisor reserves the right to reject any or all bids, to waive any irregularities or informalities and award the contract to the bidder which best serves the public interest.

All questions, problems, requests and general business concerning each ongoing vegetation control project must be directed to the weed district coordinator.

I. Herbicide Application and regulations

A. County will determine and inform the Contractor which Rights-of-Way to be sprayed, which Chemicals to be used, the rate-per acre of chemicals to be used and the total spray volume per acre to be applied.

B. Herbicides and other incidentals (surfactants, dye, etc.) will not be provided by the Weed District. Herbicides will be spot applied; no continuous treating will be allowed unless approved by the weed district coordinator.

C. Picloram will not be applied in areas of sensitive crops (primarily seed potatoes). The Weed District and landowners will assist contractor in identifying these areas.

D. Noxious weeds to be controlled: all State and County Listed Weeds and weeds approved by the weed district coordinator.

E. The weed district coordinator may, at his/her discretion, halt spraying operations if deemed in the best interest of Sanders County.

F. Cleaning of application equipment and disposal of herbicide containers will be the responsibility of the contractor and must be done in accordance with state and federal laws.

G. Application pressure(s) shall not exceed 50 psi.

H. Must comply with Montana Universal Traffic Control Devices Manual when crews are working on right-of-ways.

I. Application of herbicides will take place upon notification from the Sanders

County Weed Coordinator. This time period is typically during the months April through October. The weed coordinator reserves the right to shorten or extend these dates as weather conditions dictate.

J. A pre-season meeting must be held between the Coordinator and the successful bidder (contractor) before any applications can be started.

## II. Equipment Requirements

The contractor shall furnish, operate and maintain suitable and adequate equipment necessary to perform the above operations in an approved and professional manner without delays. Equipment must be properly calibrated and said calibration must be accurate prior to beginning and must be periodically checked during the performance of the contract. The contractor shall have sufficient secure storage space available to maintain the herbicide inventory necessary to perform the work.

## III. Contractor Qualifications

The contractor shall have at least three (3) years' experience treating roadsides on county and/or state roads. Proof of experience will be required. The contractor must have a valid Montana Commercial Pesticide Applicator License. Out-of-state contractors must have a Certificate of Authority from the Secretary of State (corporations) or be registered with the Secretary of State (proprietorship). A licensed applicator must be on site with spray crews and be available for coordination with the weed district coordinator. Applicator is required to show proof of Workman's Compensation coverage and/or have an Independent Contractor Exemption Certificate, a state contractor's license, and carry a valid state driver's license recognized by the State of Montana. Upon awarding of contract, a W-9 must be completed.

The contractor shall be an independent, professional contractor, that in the providing of services, the contractor is acting as an independent contractor and not as an employee of Sanders County.

The contractor shall hold harmless, and indemnify and defend the owner, the County Weed Board, and each of their officers and employees and agents, from any and all liability claims, losses or damage arising or alleged to arise from the performance of work described herein, provided that such damages or injuries arise out of or are caused by the negligent act, error or omissions of contractor or any agent, employee or subcontractor of Contractor.

## IV. Liability and Contractor's Responsibilities

The contractor, while making applications, shall at all times exercise extreme care to prevent any damage to residential plantings, gardens, berries, orchard, farm crops, or any other desirable plants adjacent to the roadside. Caution will be taken to avoid herbicide contact with standing or flowing water. Weather conditions must be such that no damage

occurs and the contractor will be required to stop applications at any time the application could cause damage.

#### V. Insurance

Certificates indicating insurance coverage shall be filed with the County Weed Coordinator at the time the bid is awarded:

Contractor shall maintain workers' compensation insurance. Out-of-state contractors must provide written proof that they have registered their workers' compensation insurance with the State Workers' Compensation Division.

Comprehensive general liability insurance, including herbicide drift and runoff coverage and automobile liability insurance, with limits of not less than \$1,000,000.00 per occurrence.

#### VI. Conclusion of Contract.

A. At the conclusion of the contract, the weed district coordinator and the contractor will inspect all areas that were treated. The weed district expects no less than 80% control ratio. If this percentage is not met, the contractor will at his/her own expense, re-treat until this percent is achieved.

B. Contractor shall provide Global Position Satellite (GPS) maps of all herbicide applications made by Contractor showing location of said application and herbicide(s) used. If GPS capabilities are unavailable, contractor is required to provide a map identifying location, herbicide applied, species and density of the target plants.

#### VII. BILLING INSTRUCTIONS

A properly documented invoice showing herbicides, labor, equipment and the property treated (designated by mile post numbers) will be submitted to the weed district coordinator on a monthly basis. This includes corresponding application records. Documentation will be sent to [weeddept@co.sanders.mt.us](mailto:weeddept@co.sanders.mt.us) or delivered to Sanders County Weed District, 36 Old Airport Road, Montana, 59859.

#### VIII. QUOTE SECTION

Contractor shall provide all labor, and equipment to accomplish roadside noxious weed control on rights-of-way in Sanders County as per the terms, conditions, requirements and specifications of this document. All Contracts rewarded for an amount of \$25,000 or more, must pay employees at Prevailing Wages: contractor will be notified of these contracts upon awarding contract.

A. State Highways in Sanders County

1. Highway 200, Idaho boarder to Trout Creek MT mile marker zero to mile Marker 28. Both sides of Highway zone 2; 60ft from side of Hwy.

BID:

2. Highway 56, From mile Marker zero past mile marker 16 to Lincoln county line. Both sides of the Hwy zone 2; 60ft from roadside.

BID:

Herbicide cost is expected to be separate from labor cost. County is only reimbursing chemical used on said project.

Additional Work, Hourly Rate:

List and describe the equipment that will be used for this contract.

BID SUBMITTED BY:

\_\_\_\_\_  
Contractor's Name

Company Name (If any)

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City

State

Zip Code

\_\_\_\_\_  
Telephone Number

Montana Commercial Pesticide License No.

\_\_\_\_\_  
State Contractor's License No.

**(Failure to provide both pesticide license number & State Contractor's license number, as required, will result in disqualification of the bid.)**

Submitted this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by \_\_\_\_\_

Weed Board Chair \_\_\_\_\_ Date \_\_\_\_\_

Weed District Supervisor \_\_\_\_\_ Date \_\_\_\_\_

For Any Questions please contact:

Mark Lincoln  
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Plains Montana, 59859  
(406) 826-3487