

AGREEMENT TO PROVIDE FLOWERING RUSH CONTROL  
and BOAT SERVICES on the PEND OREILLE RIVER

Diversified Diver Specialties, hereinafter called the CONTRACTOR, and the Pend Oreille County Noxious Weed Control Board, hereinafter called COUNTY or POCNWCB, agree as set forth herein including the Terms and Conditions, Scope of Work, Schedule, Deliverables and Compensation which are attached hereto and incorporated herein by this reference.

**TOTAL AWARD, TERM AND EFFECTIVE DATE OF AGREEMENT:** The total award for the term of this Agreement is \$58,375. The term of this Agreement shall be from July 19, 2016 through December 31, 2018.

The Contractor shall provide the Weed Board a Certificate of Liability Insurance in the amount of not less than \$1,000,000 per occurrence naming Pend Oreille County as an "additional insured, primary and non-contributory" and the Contractor must provide a copy of the appropriate policy endorsement prior to work commencement each season of the contract period. The County shall be given 30 days' notice of any policy cancellation. Failure to maintain said insurance coverage shall render this contract null and void. Signature by the Pend Oreille County Board of Commissioners indicates acceptance of the terms stated herein and constitutes Notice to Proceed for the work described herein.

The Contractor agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964.

IN WITNESS WHEREOF, the parties have executed this Agreement this 19th day of July, 2016.

CONTRACTOR:

COUNTY:

POC Board of Commissioners



Randell K. Polito,

Company

President

603412520

UBI Number



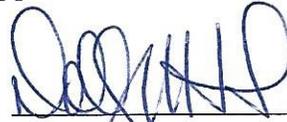
Mike Manus, Chair

Contracting Officer of the Weed Board:



Sharon L. Sorby, Coordinator

Approved as to form by Prosecuting Attorney:



Dolly Hunt

## **TERMS AND CONDITIONS, SCOPE OF WORK, SCHEDULE, DELIVERABLES AND COMPENSATION**

**BOX CANYON REACH FLOWERING RUSH AND PURRPLE LOOSESTRIFE SURVEY AND FLOWERING RUSH CONTROL, SCHEDULE AND DELIVERABLES:** The first year, field work is anticipated to take place July 19, 2016 through October 15, 2016. The first 2 weeks, work will consist of travelling the shoreline of the Box Canyon Reach of the Pend Oreille River collecting GIS compatible data points of all shoreline populations of flowering rush plants or infestation areas and purple loosestrife plants to be delivered to the County for download at the completion of this specific work. GPS points will be annotated as to weed species. Coordinates of Tribal jurisdiction shoreline will be provided to the CONTRACTOR before this work commences and these areas will be omitted from the survey. This work is to be paid at the \$62.50/hour rate that was bid in the SQOP response. Deliverables will consist of the GPS data delivered to the COUNTY.

After the survey field work is completed, work will consist of travelling the littoral area of the Box Canyon Reach of the Pend Oreille River (again, omitting coordinates delineating Tribal jurisdiction) collecting GIS compatible data points or polygons of all flowering rush plants or infestations not previously documented to be delivered to the County for download on a bi-weekly basis. Upon discovery, each plant that is below the shore waterline, while deploying best management practices for fragment containment, is to be removed by performing diver assisted suction hand-pulling or the method most suitable to the water depth. Flowering rush plants or infestations above the shore waterline or where they will be out of the water within a 2 week period, will be left for follow-up herbicide treatment. This work is to be paid at the \$270/boat/hour rate that was bid in the SQOP response.

Near shore work may consist of covering flowering rush beds with rigid framed benthic barriers, extending 5 feet beyond the infestation boundary in all directions. This work would be specifically directed by the County under the Contractor's advisement. This work is to be paid at the negotiated \$150/barrier unit annual lease rate.

All plant material collected is to be contained onboard the boat for disposal at indicated on-shore points by the County or maintained for disposal by Contractor if no disposal points are indicated. Maximum total cost including sales tax for 2016 is \$49,500. More funding may become available before the anticipated end of the work season.

The second year work is anticipated to take place July 15, 2017 through October 15, 2017. Work will be as set forth above for 2016. Maximum total cost including sales tax for 2017 is \$4,500 plus any funds remaining from 2016 allotment or added available funding.

The third year work is anticipated to take place July 15, 2018 through October 15, 2018. Work will be as set forth above for 2016. Maximum total cost including sales tax for 2018 is any funds remaining from 2017 allotment or added available funding.

All field work under this task will be completed by October 15<sup>th</sup> of each year. Deliverables will consist of a brief report for each site of flowering rush removal (site is defined as GPS points or polygons in close proximity (< 0.1 mile) or a definable length of shoreline) that includes approximate weight of plant biomass removed, insights as to how the work went, highlighting

what went well and trouble-shooting what didn't. A comprehensive report will be completed and delivered to the County by October 30<sup>th</sup> of each year.

**INVOICING:** Invoices for work completed will be provided to COUNTY, will indicate type of work performed and will include the number of days of service, the number of hours worked and the price per day during the contract period. Invoices may be submitted only once monthly. Hourly service fees are set at \$62.50 per hour for the boat and operator survey and \$270.00 per hour per boat for diver assisted suction removal; and, benthic barrier installation will be at the negotiated annual lease rate of \$150.00 per barrier unit, all including Washington State Sales Tax at 7.6%.

Total billing, including sales tax, will not exceed \$48,000 in 2016 unless more funding becomes available and is inserted into this contract by amendment. Total billing, including sales tax, in 2017, will not exceed \$6,000 plus any funds remaining from the previous year unless more funding becomes available and is inserted into this contract by amendment. Total billing, including sales tax, in 2018 will consist of any funds remaining from the total award for the three stated types of work in this section of \$54,000 for the three year period of this contract and will not exceed it unless more funding becomes available and is inserted into this contract by amendment. Costs indicated are total, not to be exceeded costs for this project. POCNWCB will only be billed for hours of in water service actually provided.

**BOAT AND OPERATOR SERVICE FOR BOUNDARY REACH SURVEY, SCHEDULE AND DELIVERABLES:** Anticipated dates of service are for five (5) to ten (10) days between August 3<sup>rd</sup> and August 12, 2016, July 15<sup>th</sup> and August 15, 2017 and 2018, weather dependent each year. Service schedule will commence between 7:30 am and 8:00 am and end between 3:30 pm and 5:00 pm; unless the County notifies the Contractor at least the day prior to a change in the schedule.

The Contractor will slowly motor the shoreline to provide the County with a clear view of the noxious weeds along the shoreline, with multiple stops to record GPS points and other data. Any herbicide applications will be performed by licensed county personnel. At the County's direction, the Contractor will nose the boat to shore for occasional disembarking.

All work is to be completed by October 15<sup>th</sup> of each year. There are no deliverables for this task.

**INVOICING:** An invoice for work completed will be provided to the County and will include the number of days of service, the number of hours worked and the price per day during the contract period. Hourly service fee is set at \$62.50 per hour and is negotiable each year. Total billing, including Washington State Sales Tax at 7.6%, will not exceed \$4,375 in 2016. Amounts available for 2017 and 2018 will be negotiated prior to the field season and inserted into this contract by amendment. Costs indicated are total, not to be exceeded costs for this project. POCNWCB will only be billed for hours of service in the water actually provided.

**HOLD HARMLESS & INDEMNITY AGREEMENT:** To the extent allowed by law, the Contractor shall protect, save and hold harmless Pend Oreille County, its authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the Contractor, its sub-contractors, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement.

To the extent allowed by law, the Contractor further agrees to defend Pend Oreille County and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of Pend Oreille County, provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) Pend Oreille County, and (2) the Contractor, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor or its agents or employees.

**INDUSTRIAL INSURANCE WAIVER:** With respect to the performance of this Agreement and as to claims against the County, its officers, agents, and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to himself or subcontractors. The parties have mutually negotiated this waiver.

**SAFETY AND EMERGENCY RESPONSE EQUIPMENT:** Contractor will be in compliance with all equipment and safety requirements of the US Coast Guard and Washington State Boating Laws. Contractor will have a spill response kit on board.