

SPECIFICATIONS

- 1.) The Contractor does hereby agree to furnish the necessary equipment, and labor to control the growth of declared noxious weeds within the right-of-way of State Highway routes as shown on Project list.
- 2.) The spraying shall consist of spot treatments and be accomplished by using the herbicides and application rates recommended. If a herbicide is needed that is not on this contract, the type and price shall be negotiated and added by Change Order.
- 3.) The Contractor agrees to indemnify, save and hold harmless the Department all its employees and agents, from any and all claims, demands, actions or causes of action of whatsoever nature or character arising out of, or by reason of, the execution of performance of the work provided for under this contract whether or not the Contractor itself is negligent or otherwise culpable, and further agrees to defend at its own sole cost and expense any action or proceeding commenced for the purpose of asserting any claim on whatsoever nature or character arising under this contract whether or not the Contractor is itself negligent or otherwise culpable.
- 4.) The spraying shall be accomplished by personnel properly licensed by the South Dakota Department of Agriculture.
- 5.) Contractor shall not stop their vehicles on the driving lanes.
- 6.) All contractor spraying vehicles shall be equipped with a flashing amber warning light and should be in operation while spraying highway right of way.
- 7.) The Contractor shall advise the local Maintenance Supervisor of his intent to spray, 48 hours prior to doing so.
- 8.) The Contractor shall complete the attached daily form (DOT-820) "Contract" Daily Pesticide Application Record furnished by the Department, after each day of spraying.
- 9.) The Contractor shall provide the Maintenance Supervisor with a completed copy of the daily form (DOT-820) within one week after completing the spraying.
- 10.) The Contractor shall submit an invoice for payment to the Area Engineer or Maintenance Supervisor (as instructed). The invoice shall be accompanied by the completed original daily form(s) DOT-820. Separate invoices may be submitted for the Spring and Fall sprayings, if the Contractor desires to do so.

"CONTRACT" DAILY PESTICIDE APPLICATION RECORD

DATE: _____ CONTRACT NO: _____

CUSTOMER: _____

CONTRACTOR: _____

SPRAYING ON THIS DATE WAS ACCOMPLISHED ON: _____ INDICATE WHICH DITCH

HIGHWAY NO: _____ FROM MRM _____ TO MRM _____ N S E W OR MEDIAN

HIGHWAY NO: _____ FROM MRM _____ TO MRM _____ N S E W OR MEDIAN

HIGHWAY NO: _____ FROM MRM _____ TO MRM _____ N S E W OR MEDIAN

| HIGHWAY NO. | TYPE OF PESTICIDE | AMOUNT USED | COST/UNIT | COST |
|-------------|-------------------|-------------|-----------|-------|
| _____ | _____ | X | _____ = | _____ |

| | | | | |
|-------|-------|---|---------|-------|
| _____ | _____ | X | _____ = | _____ |
|-------|-------|---|---------|-------|

| HIGHWAY NO. | EMPLOYEE NAME | HOURS WORKED | RATE | COST |
|-------------|---------------|--------------|---------|-------|
| _____ | _____ | X | _____ = | _____ |

| | | | | |
|-------|-------|---|---------|-------|
| _____ | _____ | X | _____ = | _____ |
|-------|-------|---|---------|-------|

| HIGHWAY NO. | MILES OR EQUIPMENT | HOURS WORKED | RATE | COST |
|-------------|--------------------|--------------|---------|-------|
| _____ | _____ | X | _____ = | _____ |

| | | | | |
|-------|-------|---|---------|-------|
| _____ | _____ | X | _____ = | _____ |
|-------|-------|---|---------|-------|

| | | | | |
|-------|-------|---|---------|-------|
| _____ | _____ | X | _____ = | _____ |
|-------|-------|---|---------|-------|

TOTAL COST = _____

SPRAYER OPERATOR SIGNATURE
D.O.A. LICENSE NUMBER: _____

THIS FORM SHALL BE COMPLETED IN TRIPLICATE. ONE COPY TO BE FORWARDED TO THE LOCAL MAINTENANCE UNIT SUPERVISOR, AND ONE TO BE RETAINED ON FILE BY THE CONTRACTOR AND ONE (ORIGINAL) TO ACCOMPANY THE CONTRACTOR'S INVOICE FOR PAYMENT.

PROJECTS FOR WEED SPRAYING HARDING COUNTY

| Project Number | Route | Begin MRM | End MRM |
|----------------|-------|-----------|---------|
| 471-000P | US85 | 100.65 | 126.16 |
| 471-000P | US85 | 126.99 | 154.88 |
| 471-000N | SD79 | 173.75 | 199.32 |
| 471-000N | SD20 | 0.00 | 27.65 |
| 471-000N | SD20 | 29.31 | 58.92 |
| 472-000N | SD79 | 203.75 | 232.30 |

NOTE: All MRM locations are +/- the above stated specifics.