



Department of Transportation

Pierre Region Office

104 S. Garfield – Bldg. A
Pierre, South Dakota 57501-5405 605/773-3464
FAX: 605/773-6215

March 20, 2014

**RE: 000N-351 & 000P-351 PCN I3d6 & i3d7
Potter County
Spraying of Noxious Weeds**

TO: INTERESTED BIDDERS

The South Dakota Department of Transportation (SDDOT), Pierre Region Office – Bldg. A, 104 S. Garfield, Pierre, South Dakota 57501, desires to solicit bids for the above referenced project.

A copy of the plans/proposals may be downloaded from the SDDOT web site at the following location: <http://sddot.com/business/contractors/bid/region/Default.aspx> or may be obtained in paper format by contacting the Pierre Region office at 605-773-3464. Contractors that didn't receive this invitation by mail, but downloaded the bidding documents from the website, are encouraged to let the Region Office know of their intent to bid on this project so that we can get them added to the plan holders list.

Any addenda will be posted on the Pierre regional letting site no later than 5:00 P.M. (C.D.T.) on **Monday, March 31, 2014**. It will be the Contractor's responsibility to verify that no addenda have been posted prior to submitting bids. Every addenda posted on the regional letting site will have a cover sheet attached to it that the contractor will be required to include with their bid. Failure to incorporate changes made through addenda and not submitting all cover sheets will result in an incomplete bid which will subsequently be rejected.

Sealed bids for the contract will be accepted until **2:00 P.M. (C.D.T.) on Friday, April 4, 2014**, and will be opened at that time in the Pierre Region Office – Bldg. A. Bids must be received in an envelope with "**Spraying of Noxious Weeds-Potter County**" written on the outside.

There are no bonding requirements for this contract; however, a Certificate of Liability Insurance will be required of the successful bidder.

The Department of Transportation hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on grounds of race, color, sex, religion or national origin in consideration of an award.

The Department of Transportation reserves the right to reject any and all bids. No faxed bids will be accepted.

THE CONTRACTORS SIGNATURE ON THE DOT-123 FORMS MUST BE NOTARIZED TO CONSTITUTE A LEGAL BID.

Contractors must include with the DOT-123 form completed “Utilization of Minority Business Enterprises Clauses”, and “Contractor’s Affidavit/Declaration” forms when you submit your bid. Contractor’s bid will be considered incomplete if these forms are not included with your bid. Be sure to have the forms signed and notarized as indicated on the forms.

A Special Provision for Fuel Cost Adjustment is included in the Plans/Proposals. The successful bidder will need to submit the DOT-208 Fuel Adjustment Affidavit (Attachment A) prior to the contract being awarded; therefore, all bidders are encouraged to submit the Fuel Adjustment Affidavit prior to or at the time of bidding.

Please verify that all required information is complete prior to mailing bid documents.

DEPARTMENT OF TRANSPORTATION

John C. Forman, P.E.
Pierre Region Engineer

cc: J. Humphrey - Operations
K. Lewedag – Civil Rights
D. VanDeWiele – Pierre Area
Project File

SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION CONTRACT PROPOSAL

CODE	PROJECT			MAINT UNIT	CONTROL REFERENCE	AFE	FUNCTION	BEGIN MRM	END MRM
	PRE	ROUTE	AGR						
		000 N		351		i3d6	2305		
		000 P		351		i3d7	2305		

CITY AND /OR COUNTY: POTTER

BUDGET SOURCE: Contract Maintenance FY 2014

FINALS ENGINEER REVIEW REQUIRED: YES NO

REGION MATERIALS CERTIFICATION REQUIRED: YES NO

CERTIFIED INSPECTORS/TESTERS REQUIRED: YES NO

TO BE INSTALLED ON CM&P: YES NO

TYPE, PURPOSE AND LOCATION OF WORK: Contract spraying of noxious weeds in the State Highway right-of-way within Potter County.

ESTIMATE OF QUANTITIES AND COST

BID ITEM NUMBER	ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
910E0001	Tordon 22K	170	Gal		
910E0009	24D Amine	340	Gal		
910E0181	Dye	13	Gal		
910E1000	Equipment Truck/Sprayer	50	Hour		
910E1050	ATV/Sprayer	95	Hour		
910E1060	Labor	145	Hour		
TOTAL					

CONTRACTORS PROPOSAL STATEMENT

The undersigned does hereby agree to furnish the labor and/or material in the quantities, at the unit price, for the purpose, in the place and in accordance with attached provisions upon approval of this Proposal by the State Transportation Commission. This document becomes the contract when signed by the Contractor and a Department of Transportation Representative. The Contractor agrees to provide services in compliance with the Americans with Disabilities Act of 1990. The Contractor agrees to provide a certificate of insurance prior to commencing work, for liability coverage for the duration of the work as per the current edition of the SDDOT Standard Specifications for Roads and Bridges.

PROPOSED START DATE _____

OVERALL COMPLETION DATE 31 October 2014

SUBSCRIBED AND SWORN TO BEFORE ME THE
____ DAY OF _____, 20____

SIGNATURE _____
COMPANY _____
ADDRESS _____

NOTARY - My Commission expires _____

FED. TAX. ID NUMBER _____

RECOMMENDED FOR APPROVAL:

CONSTRUCTION & MAINTENANCE ENGINEER DATE

REGION ENGINEER DATE

DIRECTOR OF OPERATIONS DATE

APPROVED FOR THE TRANSPORTATION COMMISSION

NAME _____ TITLE _____ DATE _____

APPROVED as per Federal Highway Stewardship Provisions this _____ day of _____, 20____

PROJECT DEVELOPMENT ENGINEER

NOTICE TO ALL BIDDERS

TO REPORT BID RIGGING ACTIVITIES, CALL: 1-800-424-9071

THE U.S. DEPARTMENT OF TRANSPORTATION (DOT) OPERATES THE ABOVE TOLL-FREE "HOTLINE" MONDAY THROUGH FRIDAY, 8:00 A.M. TO 5:00 P.M., EASTERN TIME. ANYONE WITH KNOWLEDGE OF POSSIBLE BID RIGGING, BIDDER COLLUSION, OR OTHER FRAUDULENT ACTIVITIES SHOULD USE THE "HOTLINE" TO REPORT SUCH ACTIVITIES.

THE "HOTLINE" IS PART OF THE DOT'S CONTINUING EFFORT TO IDENTIFY AND INVESTIGATE HIGHWAY CONSTRUCTION CONTRACT FRAUD AND ABUSE AND IS OPERATED UNDER THE DIRECTION OF THE DOT INSPECTOR GENERAL.

ALL INFORMATION WILL BE TREATED CONFIDENTIALLY AND CALLER ANONYMITY WILL BE RESPECTED.

* * * *

**BIDDER MUST EXECUTE THE FOLLOWING:
PARTICIPATION BY MINORITY CONTRACTORS**

Utilization of Minority Business Enterprises Clauses

PROJECT(S): 000N-351 & 000P

PCN i3d6 & i3d7

COUNTY(IES): Potter

1. The Contractor agrees to use his best efforts to carry out this policy in the award of his subcontracts to the fullest extent consistent with the efficient performance of his contract. As used in this contract, 'Minority Business Enterprise' or 'MBE' means a small business concern, as defined pursuant to section 3 of the Small Business Act and implementing regulations, which is owned and controlled by one or more minorities or women. 'Owned and controlled' means a business: (a) Which is at least 51 per centum owned by one or more minorities or women or, in the case of publicly owned business, at least 51 per centum of the stock of which is owned by one or more minorities or women; and (b) Whose management and daily business operations are controlled by one or more such individuals. 'Minority' means a person who is a citizen or lawful permanent resident of the United States and who is: (a) Black (a person having origins in any of the black racial groups of Africa); (b) Hispanic (a person of Spanish or Portuguese culture with origins in Mexico, South or Central America or the Caribbean Islands, regardless of race); (c) Asian American (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands); or (d) American Indian and Alaskan Native (a person having origins in any of the original peoples of North America); (e) Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under section 8(a) of the Small Business Act, as amended. Contractors may rely on written representatives by subcontractors regarding their status as minority business enterprise in lieu of an independent investigation.

2. The Contractor agrees to establish and conduct a program which will enable minority business enterprise to be considered fairly as subcontractors and suppliers under this contract. In this connection the Contractor shall . . .
 - (a) Designate a liaison officer who will administer the Contractor's minority business enterprises program.
 - (b) Provide adequate and timely consideration of the potentialities of known minority business enterprises in all "make-or-buy" decisions.
 - (c) Ensure that known minority business enterprises will have an equitable opportunity to compete for subcontracts, particularly by arranging solicitations, time for the preparation of bids, quantities, specifications and delivery schedules so as to facilitate the participation of minority business enterprises.
 - (d) Maintain records showing (1) procedures which have been adopted to comply with the policies set forth in this clause, including the establishment of a source list of minority business enterprises, (2) awards to minority business enterprises on the source list, and (3) specific efforts to identify and award contracts to minority business enterprises.
 - (e) Include the "Utilization of Minority Business Enterprises Clause" in subcontracts which offer substantial minority business enterprises subcontracting opportunities.
 - (f) Cooperate with the State's Contracting Officer in any studies and surveys of the Contractor's minority business enterprises procedures and practices that the State's Contracting Officer may from time to time conduct.
 - (g) Submit periodic reports of subcontracting to known minority business enterprises with respect to the records referred to in subparagraph (d) above, in such form and manner and at such time (not more often than quarterly) as the State's Contracting Officer may prescribe.

3. The Contractor further agrees to insert in any subcontract hereunder provisions which shall conform substantially to the language of this clause, including this paragraph 3 and to notify the State's Contracting Officer of the names of such subcontractors.

4. The bidder hereby certifies that should he at any time decide to subcontract a portion of the work, he will take affirmative action to seek out and consider minority business enterprises as potential subcontractors. He further certifies that he will maintain records showing the contacts made with potential minority business enterprises subcontractors and the results of such contacts.

Name of Company (print or type)

Date

By _____
Signature of Company Official

Title

BIDDER MUST EXECUTE THE FOLLOWING:

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

CONTRACTOR'S AFFIDAVIT / DECLARATION

PROJECT(S): 000N-351 & 000P-351 PCN i3d6 & i3d7

COUNTY(IES): Potter

(an individual)
(a partnership)
(a corporation)

do hereby certify that I, We or any owner or partner holding a controlling interest, director or officer of the bidder; principal investigator, project director or other position involved in management of the project for which this bid is submitted, have not directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for the project, and that within the last 3 years none of the above have been suspended, debarred, voluntarily excluded or determined ineligible by any federal or state agency, been indicted, convicted, or had a civil judgment rendered against any of the above or the business entity described herein by a court of competent jurisdiction in any matter involving fraud or official misconduct for which we are currently under suspension or debarment. Nor is a proposed suspension or debarment pending against any of the above for any of the above listed reasons.

* * * *

COMPLETE SIGNATURE BLOCK **A. or B.** BELOW:

A. Signed _____ (an individual)
(a partnership)
(a corporation)

By _____

Title _____

County of _____)

State of _____) :SS

Subscribed and sworn to before me this _____ day of _____, 20_____.

(SEAL) _____
Notary Public My Commission Expires _____.

* * * *

B. Under the penalty of perjury under the laws of the United States, I hereby certify that the above statement is true and correct.

Signed _____ (an individual)
(a partnership)
(a corporation)

By _____

Title _____

Attachment A

DOT-208
(09/08)

FUEL ADJUSTMENT AFFIDAVIT

Project Number 000N-351 & 000P-351
PCN i3d6 & i3d7
County Potter

For formally let projects (projects let through the South Dakota Electronic Bid System), the Contractor is not required to notify the Department at the time of submitting bids whether he will or will not participate in the fuel cost adjustment program. The Fuel Adjustment Affidavit shall include the anticipated fuel cost of subcontractors.

Does your company elect to participate in a fuel adjustment for this contract for the fuels that do not have a fixed price? No adjustments in fuel prices will be made if "No" is checked.

Yes No

If yes, provide the total dollars for each of the applicable fuels. No adjustments in fuel price will be made for the fuel types that are left blank or completed with a \$0.00 value.

Diesel (x) \$ _____

Unleaded (y) \$ _____

Burner Fuel (z) \$ _____ Type of Burner Fuel Used: _____

Sum (x + y + z) = \$ _____

Note: The sum of the x, y, and z may not exceed 15% of the original contract amount.

The following must be completed regardless of whether the Contractor elects to participate in the fuel adjustment affidavit

Under the penalty of law for perjury or falsification, the undersigned, _____,
(Printed Name)
_____ of _____,
(Title) *(Contractor)*

hereby certifies that the documentation is submitted in good faith, that the information provided is accurate and complete to the best of their knowledge and belief, and that the monetary amount identified accurately reflects the cost for fuel, and that they are duly authorized to certify the above documentation on behalf of the company.

I hereby agree that the Department or its authorized representative shall have the right to examine and copy all Contractor records, documents, work sheets, bid sheets, and other data pertinent to the justification of the fuel costs shown above.

Dated _____ Signature _____

Notarization is required only when the Contractor elects to participate in the fuel adjustment affidavit

Subscribed and sworn before me this _____ day of _____, 20____.

Notary Public

My Commission Expires

REV. 1/27/14

PROJECT(S): 000N-351 & 000P-351

PCN i3d6 & i3d7

COUNTY(IES): Potter

TYPE OF WORK: SPRAYING OF NOXIOUS WEEDS

THE FOLLOWING ITEMS ARE INCLUDED IN THIS PROPOSAL FORM:

Special Provision for Fuel Cost Adjustment, dated 9/12/08.

PLANS FOR PROJECT – SHEETS 1 THRU 5.

STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION
FOR
FUEL COST ADJUSTMENT ON INFORMAL CONTRACTS
SEPTEMBER 12, 2008

Delete Section 9.12 of the Standard Specifications for Roads and Bridges and replace with the following:

General

Compensation adjustments for motor fuels and burner fuels consumed in prosecuting the contract shall be determined by the Engineer in accordance with the provisions set forth herein.

Compensation adjustments will be assessed for the cost of the motor fuels and burner fuels whenever the Current Fuel Index (CFI) is outside the range of 85 percent to 115 percent of the Base Fuel Index (BFI). Compensation adjustments for burner fuel will only be made when asphalt concrete bid items are paid for on the estimate.

Bidders are required to notify the Department at the time of submitting bids whether he will or will not participate in the fuel cost adjustment program. The Bidder shall submit the Fuel Adjustment Affidavit - Form DOT-208 to the Department when he submits a bid.

Determination of whether to participate in the Fuel Adjustment program is the decision of the Prime Contractor. If the Prime Contractor decides not to participate, or if he has a fixed fuel cost for any of the fuel types, no compensation adjustments will be made for the subcontractors by the Department. The Fuel Adjustment Affidavit shall include the anticipated fuel cost of subcontractors, if the Prime Contractor chooses to participate in the fuel cost adjustment program. If compensation adjustments are made, the prime contractor shall ensure that all subcontractors including second and lower tier, are included in the adjustments in proportion to the percentage of work and anticipated fuel cost by that subcontractor.

Each week the Department will record the average wholesale price for No. 2 fuel oil (diesel), regular unleaded gasoline, and propane (LPG), Freight On Board (FOB) South Dakota terminals, as listed in the "Oil Price Information Service" (OPIS) publication.

The BFI price for motor fuels and burner fuel to be used in the contract will be the average of the recorded wholesale fuel prices for the four most recent weekly reporting periods prior to the week of the bid letting.

The CFI price for motor fuels and burner fuel to be used for each progress payment will be the average for the recorded wholesale fuel prices for the four most recent weekly reporting periods available at the time when the progress payment is prepared.

Burner fuel adjustment will use the BFI and CFI as determined for No. 2 fuel oil (diesel), except when the contractor lists the burner fuel as propane (LPG) on Form DOT-208, Fuel Adjustment Affidavit. In that case, the BFI and CFI will be as determined for propane (LPG).

Compensation adjustments will not be assessed for fuel items which the contractor has obtained a fixed fuel cost, or if the contractor elects not to participate in fuel adjustments on Form DOT-208, Fuel Adjustment Affidavit. Fixed fuel costs are defined as a fuel cost that has been set and will remain the same for the entire length of the contract.

Compensation adjustments made in accordance with these provisions may be made on progress payments without a prior approved Construction Change Order.

Fuel Cost Percentage Change

The biweekly change in fuel cost percentage will be determined by Equation 1 as follows:

Equation 1

$$Change_{(x, y, z)} = \left(\frac{CFI_{(x, y, z)} - BFI_{(x, y, z)}}{BFI_{(x, y, z)}} \right)$$

- (x) = Motor Fuel (Diesel)
- (y) = Motor Fuel (Unleaded)
- (z) = Burner Fuel

Change_(x, y, z) = Percent change in the respective fuel price compared to the Base Fuel Index Price set for the contract.

CFI_(x, y, z) = Current Fuel Index Price for the respective fuel type (\$\$).

BFI_(x, y, z) = Base Fuel Index Price for the respective fuel type (\$\$).

Contract Fuel Percentage

For the purpose of determining fuel cost adjustment, a percent of contract will be determined for Motor Fuel (Diesel), and Motor Fuel (Unleaded) based on the original

contract prices. Burner Fuel will be adjusted based on the original contract prices of the plant mix asphalt concrete pavement bid items.

The percent of the contract will remain the same throughout the length of the contract. No changes to this percentage will be allowed for any reason. The sum of the individual fuel costs shall not exceed 15% of the Original Contract Cost. The percent of the contract will be determined by Equation 2 as follows:

Equation 2

$$\% \text{ Contract}_{(x, y, z)} = \left(\frac{\text{Affidavit Cost}_{(x, y, z)}}{\text{Original Contract Cost}_{(x, y, z)}} \right) \times 100$$

- (x) = Motor Fuel (Diesel)
- (y) = Motor Fuel (Unleaded)
- (z) = Burner Fuel

- % Contract_(x,y,z) = Percent of contract for each respective fuel item.

- Affidavit Cost_(x,y,z) = Cost from Fuel Adjustment Affidavit (Form DOT-208)

- Original Contract Cost_(x,y) = Total of the original contract bid cost excluding lane rental, and Part B of the bid (when A+B bidding is used), if applicable (\$\$).

- Original Contract Cost_(z) = Total original contract cost for all plant mix asphalt concrete pavement bid items combined, excluding bid items for asphalt binder, hydrated lime, sawing and sealing joints, compaction samples, etc. Only bid items measured by the Ton will be included in the calculation.

Compensation Adjustment

The compensation adjustments will be determined for Motor Fuel (diesel), Motor Fuel (Unleaded), and Burner Fuel separately. The calculation will be based on the current Engineer’s pay estimate, the percent of the contract for each of the respective fuel items, and the portion of the Current Fuel Index price that falls outside the 85 to 115 percent range of the Base Fuel Index price.

When the “Change_(x, y, z)” from Equation 1 is greater than 15%, Equation 3 will be used to determine the compensation adjustment for each item as follows:

Equation 3

$$FCA_{(x,y,z)} = \frac{\% \text{ Contract}_{(x,y,z)}}{100} \times \text{Estimate Cost}_{(x,y,z)} \times (\text{Change}_{(x,y,z)} - 0.15)$$

(x)	=	Motor Fuel (Diesel)
(y)	=	Motor Fuel (Unleaded)
(z)	=	Burner Fuel
$FCA_{(x,y,z)}$	=	Fuel Cost Adjustment for the respective fuel item for the current Engineer's estimate (\$\$).
$\% \text{ Contract}_{(x,y,z)}$	=	Percent of contract for each respective fuel item (from Equation 2).
$\text{Estimate Cost}_{(x,y)}$	=	Amount to be paid on the biweekly pay estimate excluding all pay adjustments made for incentive, disincentive, price adjustments, pay factor adjustments, liquidated damages, and royalties.
$\text{Estimate Cost}_{(z)}$	=	Amount to be paid on the biweekly pay estimate for all plant mix asphalt concrete pavement bid items combined, excluding bid items for asphalt binder, hydrated lime, sawing and sealing joints, compaction samples, all pay adjustments made for incentive, disincentive, price adjustments, pay factor adjustments, liquidated damages, and royalties. Only asphalt concrete bid items measured by the Ton will be included in the calculation.
$\text{Change}_{(x,y,z)}$	=	Change in the respective fuel price compared to the Base Fuel Index price (from Equation 1).

When the “ $\text{Change}_{(x,y,z)}$ ” from Equation 1 is less than -15%, the Equation 4 will be used to determine the compensation adjustment for each item.

Equation 4

$$FCA_{(x,y,z)} = \frac{\% \text{ Contract}_{(x,y,z)}}{100} \times \text{Estimate Cost}_{(x,y,z)} \times (\text{Change}_{(x,y,z)} + 0.15)$$

(x)	=	Motor Fuel (Diesel)
(y)	=	Motor Fuel (Unleaded)
(z)	=	Burner Fuel

$FCA_{(x,y,z)}$	=	Fuel Cost Adjustment for the respective fuel item for the current Engineer's estimate (\$\$).
% Contract $_{(x,y,z)}$	=	Percent of contract for each respective fuel item (from Equation 2).
Estimate Cost $_{(x,y)}$	=	Amount to be paid on the biweekly pay estimate excluding all pay adjustments made for incentive, disincentive, price adjustments, pay factor adjustments, liquidated damages, and royalties.
Estimate Cost $_{(z)}$	=	Amount to be paid on the biweekly pay estimate for all plant mix asphalt concrete pavement bid items combined, excluding bid items for asphalt binder, hydrated lime, sawing and sealing joints, compaction samples, all pay adjustments made for incentive, disincentive, price adjustments, pay factor adjustments, liquidated damages and royalties. Only asphalt concrete bid items measured by the Ton will be included in the calculation.
Change $_{(x,y,z)}$	=	Change in the respective fuel price compared to the Base Fuel Index price (from Equation1).

Payment

Adjustments will be determined by the Engineer on biweekly progress payments based on when the completed work is paid for, not when the work is completed. Adjustments will be made by utilizing the following lump sum line items: Motor Fuel Cost Adjustment, Diesel; Motor Fuel Cost Adjustment, Unleaded; Burner Fuel Cost Adjustment, Propane; and Burner Fuel Cost Adjustment, Diesel.

* * * * *

For informational purposes, Form DOT-208 follows in Attachment A.

Attachment A

DOT-208
(09/08)

FUEL ADJUSTMENT AFFIDAVIT

Project Number _____
PCN _____
County _____

For formally let projects (projects let through the South Dakota Electronic Bid System), the Contractor is not required to notify the Department at the time of submitting bids whether he will or will not participate in the fuel cost adjustment program. The Fuel Adjustment Affidavit shall include the anticipated fuel cost of subcontractors.

Does your company elect to participate in a fuel adjustment for this contract for the fuels that do not have a fixed price? No adjustments in fuel prices will be made if "No" is checked.

Yes No

If yes, provide the total dollars for each of the applicable fuels. No adjustments in fuel price will be made for the fuel types that are left blank or completed with a \$0.00 value.

Diesel (x) \$ _____

Unleaded (y) \$ _____

Burner Fuel (z) \$ _____ Type of Burner Fuel Used: _____

Sum (x + y + z) = \$ _____

Note: The sum of the x, y, and z may not exceed 15% of the original contract amount.

The following must be completed regardless of whether the Contractor elects to participate in the fuel adjustment affidavit

Under the penalty of law for perjury or falsification, the undersigned, _____,
(Printed Name)

_____ of _____,
(Title) (Contractor)

hereby certifies that the documentation is submitted in good faith, that the information provided is accurate and complete to the best of their knowledge and belief, and that the monetary amount identified accurately reflects the cost for fuel, and that they are duly authorized to certify the above documentation on behalf of the company.

I hereby agree that the Department or its authorized representative shall have the right to examine and copy all Contractor records, documents, work sheets, bid sheets, and other data pertinent to the justification of the fuel costs shown above.

Dated _____ Signature _____

Notarization is required only when the Contractor elects to participate in the fuel adjustment affidavit

Subscribed and sworn before me this _____ day of _____, 20____.

Notary Public

My Commission Expires

SPECIFICATIONS:

1. Standard Specifications for Roads & Bridges, 2004 Edition and Required Provisions, Supplemental Specifications, and/or Special Provisions as included in the Proposal.
2. The Contractor does hereby agree to furnish the necessary equipment, materials, and labor to control the growth of declared noxious weeds within the right-of-way of state highway routes as shown on the attached map (Exhibit A). All expenses, equipment, materials, & profit shall be included in the bid items listed in the Estimate of Quantities and Cost on the contract proposal.
3. The spraying shall consist of 1-15' continuous application (both sides) measured from where the shoulder meets grass, for the entire length of each route. In addition spot treatments within the right-of-way limits will be accomplished as needed by using the herbicides and applicable rates recommended on the attached rate guide (Exhibit B). If a herbicide is needed that is not on this contract, the type and price shall be negotiated and added by Change Order, prior to the use of the herbicide. The contractor may substitute other common industry herbicides which meet or exceed those listed in the bit item list, as approved by the Engineer. The Contractor shall submit his intended list of herbicides to the Area Engineer 3 weeks prior to commencing work or at the pre-construction meeting for approval. The cost of using surfactants shall be incidental to the various bid items and no separate payment will be made.
4. The Contractor agrees to indemnify, save and hold harmless, the Department and 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 or performance of the work provided for under this contract whether or not the Contractor is itself 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 of whatsoever nature or character arising under this contract whether or not the Contractor is itself negligent or otherwise culpable. This section does not require the Contractor to be responsible for or defend against claims or damages arising solely from acts or omissions of the State, it's officers or employees.
5. The spraying shall be accomplished by personnel properly licensed by the South Dakota Department of Agriculture. A copy of the license(s) shall be presented to the Maintenance Supervisor prior to proceeding.

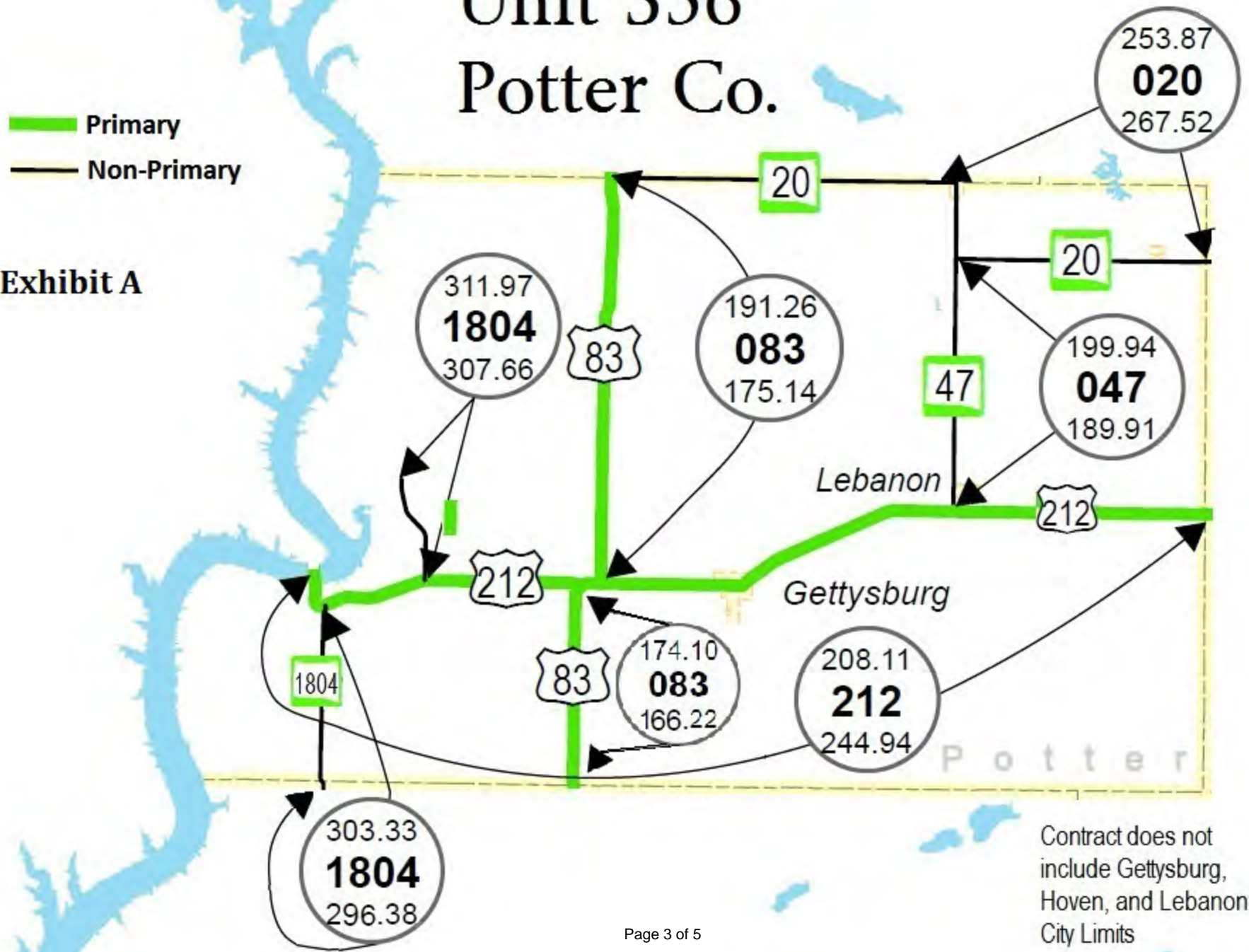
6. The Contractor shall not stop their vehicles on the roadway, driving lanes, or shoulders.
7. All Contractor spraying vehicles shall be equipped with a flashing amber warning light which shall be in operation while spraying highway right-of-way.
8. Frequency and timing of application shall be made in accordance with the herbicide label. If several applications are required per growing season, the Maintenance Supervisor shall discuss with the contractor to determine the beginning date and ending date. Quantities computed were based on twice the application rates shown in Exhibit B.
9. The Contractor shall complete the attached daily form (DOT-820) "Contract Daily Pesticide Application Record" (Exhibit C) furnished by the Department after the completion of a specific route and each day of spraying. The amount of herbicide applied shall be recorded to the nearest ounce. The Contractor shall provide the Maintenance Supervisor with a completed copy of the daily form (DOT-820) within one week after completing the spraying. Failure to submit the DOT-820 in a timely manner may result in a price adjustment for the contract.
10. The contract work shall not exceed the total dollar amount shown on this contract without prior approval by the Department of Transportation.
11. The Contractor shall utilize a marker dye when spot spraying and supply visible proof to the Maintenance Supervisor that the spraying operations are performing effectively by killing weeds. Failure to supply visible proof will result in non-payment of work performed.
12. Failure to comply with any of these requirements will result in non-payment for work performed.
13. Any waste materials shall be properly disposed of by the contractor.

CONVERSION CHART		
Unit of Measure	Equivalent	Ounces
4 Quarts	1 Gallon	128 Ounces
2 Pints	1 Quart	32 Ounces
1 Pint	2 Cups	16 Ounces
1 Cup	-	8 Ounces

Unit 356 Potter Co.

 Primary
 Non-Primary

Exhibit A



Contract does not include Gettysburg, Hoven, and Lebanon City Limits

**HERBICIDE RECOMMENDATIONS FOR NOXIOUS WEEDS IN
NON-CROPLAND & HIGHWAY RIGHTS-OF-WAY**

RATES SHOWN ARE RECOMMENDATIONS OF SDSU EXTENSION SERVICE

NOTE:

This information is intended as a guide for selecting herbicide treatments for noxious weed control in certain areas. It includes those herbicides considered for most situations and those generally available. Rates are based on research data available.

READ AND FOLLOW ALL LABEL DIRECTIONS & RESTRICTIONS

**NOXIOUS WEED CONTROL
HERBICIDE RATE GUIDE**

AMOUNT FOR 1 ACRE

	LEAFY SPURGE	CANADA & P. SOW THISTLE	FIELD BINDWEED	HOARY CRESS	RUSSIAN KNAP WEED	PURPLE LOOSESTRIFE
Tordon 22K	2 qt.	2 qt.	2 qt.	2 qt.	2 qt.	N/A
Tordon & 2,4-D**	3/4 qt & 1qt	1 pint & 1 qt.	1 pint & 1 qt.	3/4 qt. & 1 qt.	3/4 qt. & 1 qt.	N/A
Banvel	N/A	2 qt.	2 qt.	N/A	N/A	N/A
Banvel & 2,4-D**	N/A	1 qt. & 1 qt.	1 qt & 1 qt.	N/A	N/A	N/A
2,4-D**	1-1/2 qt.	1 qt.	1 qt.	1-1/2 qt.	1-1/2 qt.	N/A
Roundup	N/A	3 qt.	4 qt.	N/A	N/A	N/A
Rodeo	N/A	N/A	N/A	N/A	N/A	2 oz/gal (spot spray)
Glyphosate 3L Curtail	N/A	4 pint	N/A	4 pint	N/A	N/A

** Based on 4 lb/gal product.

SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION

Potter County

Primary PCN: i3d6

Non-Primary PCN: i3d7

DATE:

WEATHER:

	Start	End
Time	<input style="width: 80%; height: 20px;" type="text"/>	<input style="width: 80%; height: 20px;" type="text"/>
Temp - F	<input style="width: 80%; height: 20px;" type="text"/>	<input style="width: 80%; height: 20px;" type="text"/>
Wind - Direction	<input style="width: 80%; height: 20px;" type="text"/>	<input style="width: 80%; height: 20px;" type="text"/>
Wind - Speed	<input style="width: 80%; height: 20px;" type="text"/>	<input style="width: 80%; height: 20px;" type="text"/>

COMMENTS:

APPLICATION

Location

HWY #	<input style="width: 90%; height: 20px;" type="text"/>	MRM Start	<input style="width: 90%; height: 20px;" type="text"/>	SPRAY:	Spot	<input style="width: 90%; height: 20px;" type="text"/>
Ditch	<input style="width: 90%; height: 20px;" type="text"/>	MRM End	<input style="width: 90%; height: 20px;" type="text"/>	Continuous		<input style="width: 90%; height: 20px;" type="text"/>

Chemical(s)

Type:	<input style="width: 90%; height: 20px;" type="text"/>	<input style="width: 90%; height: 20px;" type="text"/>	<input style="width: 90%; height: 20px;" type="text"/>	<input style="width: 90%; height: 20px;" type="text"/>	<input style="width: 90%; height: 20px;" type="text"/>
Brand:	<input style="width: 90%; height: 20px;" type="text"/>	<input style="width: 90%; height: 20px;" type="text"/>	<input style="width: 90%; height: 20px;" type="text"/>	<input style="width: 90%; height: 20px;" type="text"/>	<input style="width: 90%; height: 20px;" type="text"/>
Unit	<input style="width: 90%; height: 20px;" type="text"/>	<input style="width: 90%; height: 20px;" type="text"/>	<input style="width: 90%; height: 20px;" type="text"/>	<input style="width: 90%; height: 20px;" type="text"/>	<input style="width: 90%; height: 20px;" type="text"/>
Quantity:	<input style="width: 90%; height: 20px;" type="text"/>	<input style="width: 90%; height: 20px;" type="text"/>	<input style="width: 90%; height: 20px;" type="text"/>	<input style="width: 90%; height: 20px;" type="text"/>	<input style="width: 90%; height: 20px;" type="text"/>

Labor

NAME	START	STOP	HOURS		Labor Total Hours
<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>		<input style="width: 95%; height: 100%; border: none;" type="text"/>
<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>		
<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>		
<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>		

Equipment

TYPE	START	STOP	HOURS		Labor Total Hours
<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>		<input style="width: 95%; height: 100%; border: none;" type="text"/>
<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>		
<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>		
<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>		

Operator/Applicator:

D.O.A. License No.:

Address:

This form shall be completed in duplicate for each route after completion of your daily pesticide application. One copy is to be kept on file for a period of three (3) years, and the other copy is to be forwarded to the Area Engineer.