

**SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION
POTTER COUNTY WEED SPRAY CONTRACT**

SPECIFICATIONS:

1. 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.
2. Tordon/2,4-D shall be continuously applied 15' wide (both sides) measured from where the shoulder meets grass, for the entire length of each route. Quantities were based on 1 Qt. Tordon and 2 Qts. 2,4-D per acre.
3. Milestone shall be utilized for spot treatments within the right-of-way limits. Quantities were based on 7 oz. per acre.
4. Surfactant was figured for all applications at the rate of 1 Quart per 100 gallons considering a 15 gal/acre carrier rate.
5. 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 bid item list, as approved by the Area 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.
6. 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.
7. The Contractor shall not stop their vehicles on the roadway or driving lanes.

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8. 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.

9. All Contractor spraying vehicles shall be equipped with a flashing amber warning light which shall be in operation while spraying highway right-of-way.

10. Frequency and timing of application shall be made in accordance with the herbicide label, and prior to the flowering stage, anticipated to be prior to July 1st. If several applications are required per growing season, the Maintenance Supervisor shall discuss with the contractor to determine the beginning date and ending date.

11. The Contractor shall complete the attached daily form (DOT-820) "Contract Daily Herbicide Application Record" (Exhibit B) 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 gallon or 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.

12. The contract work shall not exceed the total dollar amount shown on this contract without prior approval by the Department of Transportation.

13. The Contractor shall supply visible proof (DOT-820, Exhibit B) 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.

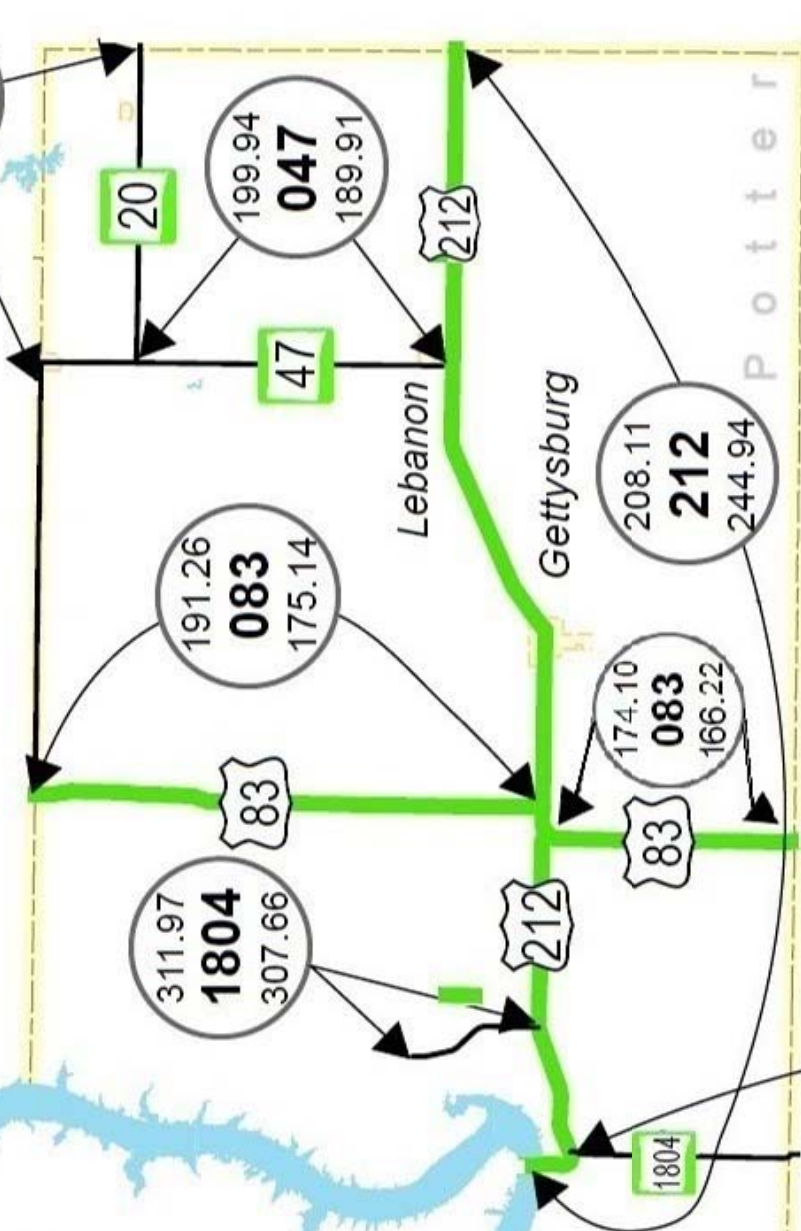
14. Any waste materials shall be properly disposed of by the contractor.

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

SDDOT POTTER COUNTY WEED SPRAY CONTRACT

SHOP 3556 Potter Co.

— Primary
— Non-Primary



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

EXHIBIT A

SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION

Potter County Weed Spray Contract

PCNs: i4LA, i4L9

DATE: WEATHER:

	Start	End
Time	<input style="width: 50px; height: 20px;" type="text"/>	<input style="width: 50px; height: 20px;" type="text"/>
Temp - F	<input style="width: 50px; height: 20px;" type="text"/>	<input style="width: 50px; height: 20px;" type="text"/>
Wind - Direction	<input style="width: 50px; height: 20px;" type="text"/>	<input style="width: 50px; height: 20px;" type="text"/>
Wind - Speed	<input style="width: 50px; height: 20px;" type="text"/>	<input style="width: 50px; height: 20px;" type="text"/>

COMMENTS:

APPLICATION

Location

HWY #	<input style="width: 100%; height: 20px;" type="text"/>	MRM Start	<input style="width: 100%; height: 20px;" type="text"/>	
		MRM End	<input style="width: 100%; height: 20px;" type="text"/>	

Labor

NAME	START	STOP	HOURS		Labor Total Hours

Equipment

TYPE	START	STOP	HOURS		Labor Total Hours

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.

EXHIBIT B