

**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). Mobilization, expenses, equipment(including support vehicles, "water wagons", etc), 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. The entire median shall be sprayed on US83. 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.

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. Lower Brule Sioux Tribe is within the project limits. A Federal Permit shall be obtained to allow spraying on Reservation Land. This can be obtained at: <https://www.epa.gov/pesticide-applicator-certification-indian-country>
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. 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.

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

# Pierre Area Maintenance Unit 351 Maintenance Shop 355



EXHIBIT A

DOT-820 Modified - Pierre Area Rev. 03/2014

# SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION

## Unit 351-Shop 355 Weed Spray Contract

**PCNs: i69D, i69E**

	Start	End	COMMENTS:
Time			
Temp - F			
Wind - Direction			
Wind - Speed			

### APPLICATION

Location			
HWY #	<input style="width: 90%;" type="text"/>	MRM Start	<input style="width: 95%;" type="text"/>
		MRM End	<input style="width: 95%;" 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.

<u>BID ITEMS</u>	<u>UNITS</u>	<u>TOTALS</u>	<u>HWY</u>	<u>MRMS</u>
Tordon	GALLONS	_____	US14	203.4 TO 226.56 FT PIERRE WEST
24D	GALLONS	_____	US83S	87.24 TO 118.22
Milestone	OUNCES	_____	SD1806	186.46 TO 221.05
Escort	OUNCES	_____	SD1806	138.45 TO 180.05
Liberate	QUARTS	_____		
Surfactant	OUNCES	_____		
Truck Sprayer	HOURS	_____		
ATV Sprayer	HOURS	_____		
Labor	HOURS	_____		

### EXHIBIT B