

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). The Contractor will be required to drive and inspect all routes or as approved by the engineer.
2. The spraying will consist of spot treatments and be accomplished by using the typical herbicides and applicable rates recommended on the attached rate guide (Exhibit B). If an herbicide is needed that is not on this contract, the type and price will 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 engineer, prior to use. The contractor will submit his intended list of herbicides to the Area Engineer 3 weeks prior to commencing work or at the preconstruction meeting for approval. The cost of using surfactants will be incidental to the various bid items and no separate payment will be made.
3. 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 reasons 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, its officers or employees.
4. The spraying will be accomplished by personnel properly licensed by the South Dakota Department of Agriculture. A copy of the license(s) will be presented to the Area Engineer prior to proceeding. Lower Brule Sioux Tribe and the Rosebud Sioux Tribe is within the project limits. A Federal Permit will be obtained to allow spraying on Reservation Land. This can be obtained at: <https://www.epa.gov/pesticide-applicator-certification-indian-country>
5. The Contractor will not stop their vehicles on the roadway, driving lanes, or shoulders on the Interstate highway system.
6. All Contractor spraying vehicles will be equipped with a flashing amber warning light which will be in operation while spraying highway right of way. The Contractor may not use the interstate maintenance crossovers at any time.
7. The Maintenance Supervisor will advise the Contractor a minimum of 48 hours in advance of areas and routes to be sprayed. Herbicide application will be in accordance with Exhibit B.

8. The Contractor will complete the attached daily form (DOT-820) "Contract Daily Herbicide 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 will be recorded to the nearest ounce. The Contractor will provide the Area Engineer 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.

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

11. The Contractor will be responsible for any tribal licensing fees.

12. The herbicides selected for use will dictate frequency and timing of application. If several applications are required per growing season, the Maintenance Supervisor will specify the beginning date and ending date. For herbicides requiring a single application, the applications will be made in accordance with the label for the product.

13. The Contractor will 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. Marker Dye will be added to the spraying solution and be paid for under its respective bid item by the ounce.

14. The bid item "Equipment Truck/Sprayer" will account for the combined rate of all equipment used for applying the herbicides. Separate payment for standby equipment will not be made. Equipment hours will not exceed the daily total reported labor hours on the DOT-820.

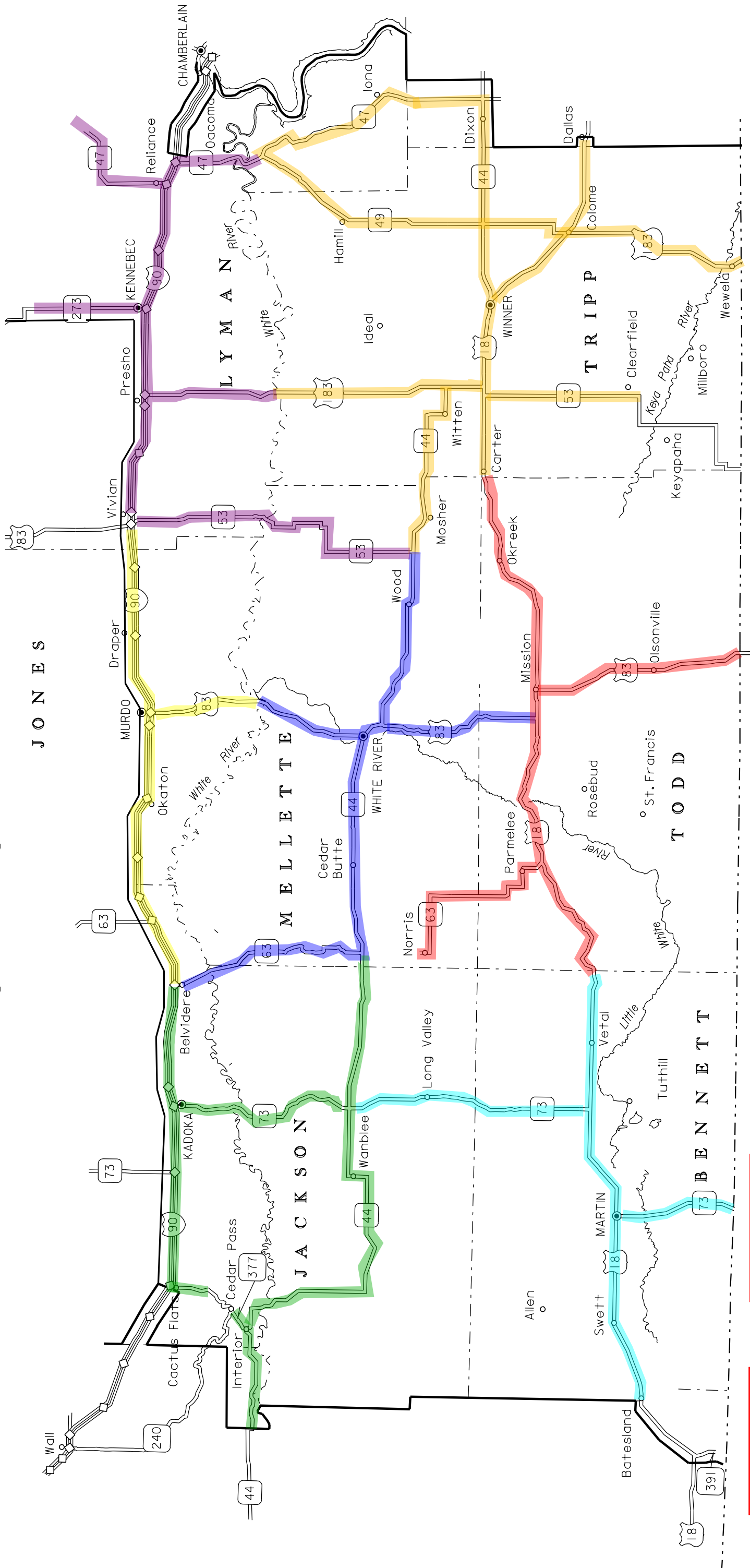
15. Failure to comply with any of these requirements will result in non-payment for work performed.

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

WINNER AREA MAP

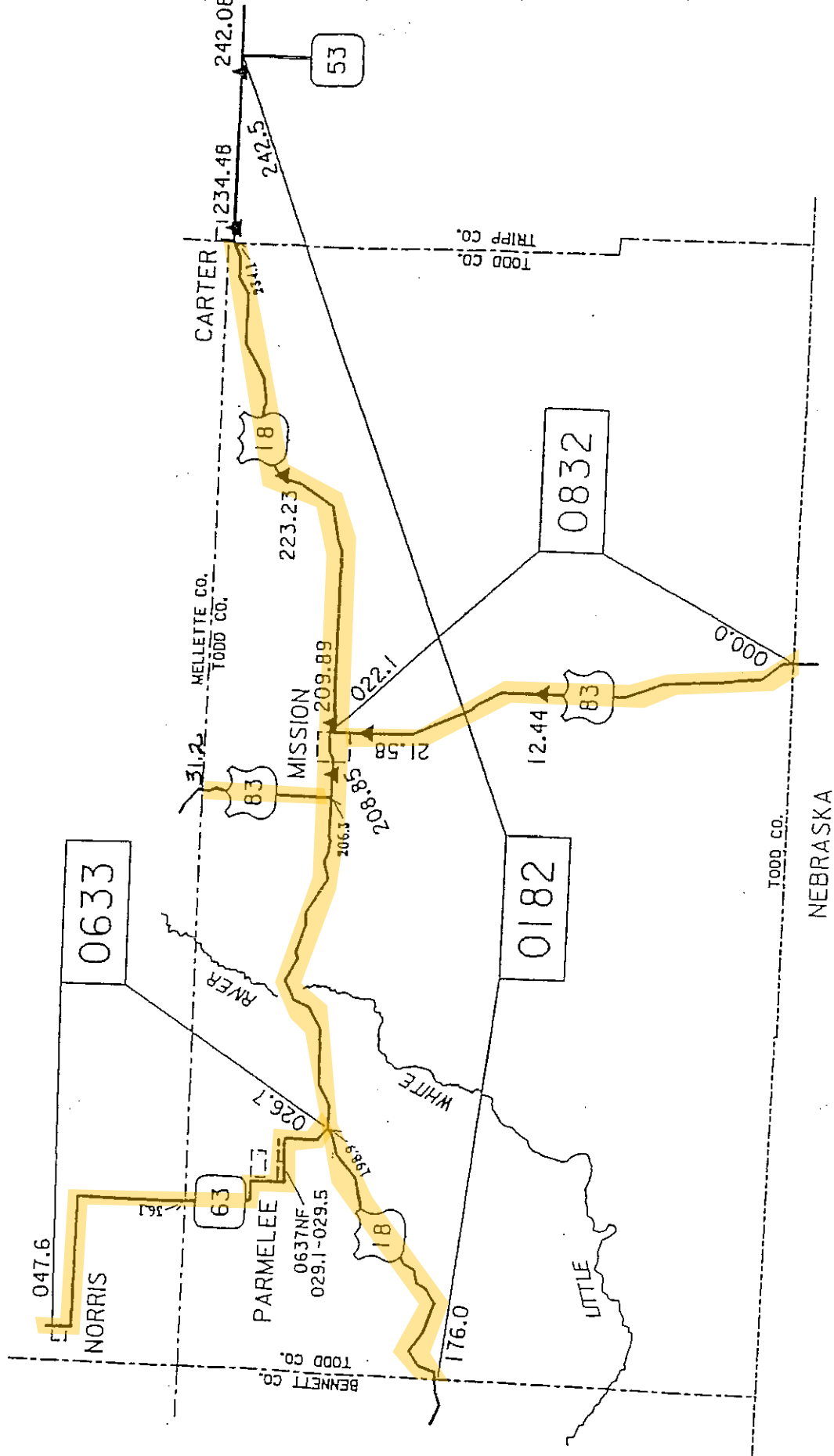
EXHIBIT A - GENERAL MAP



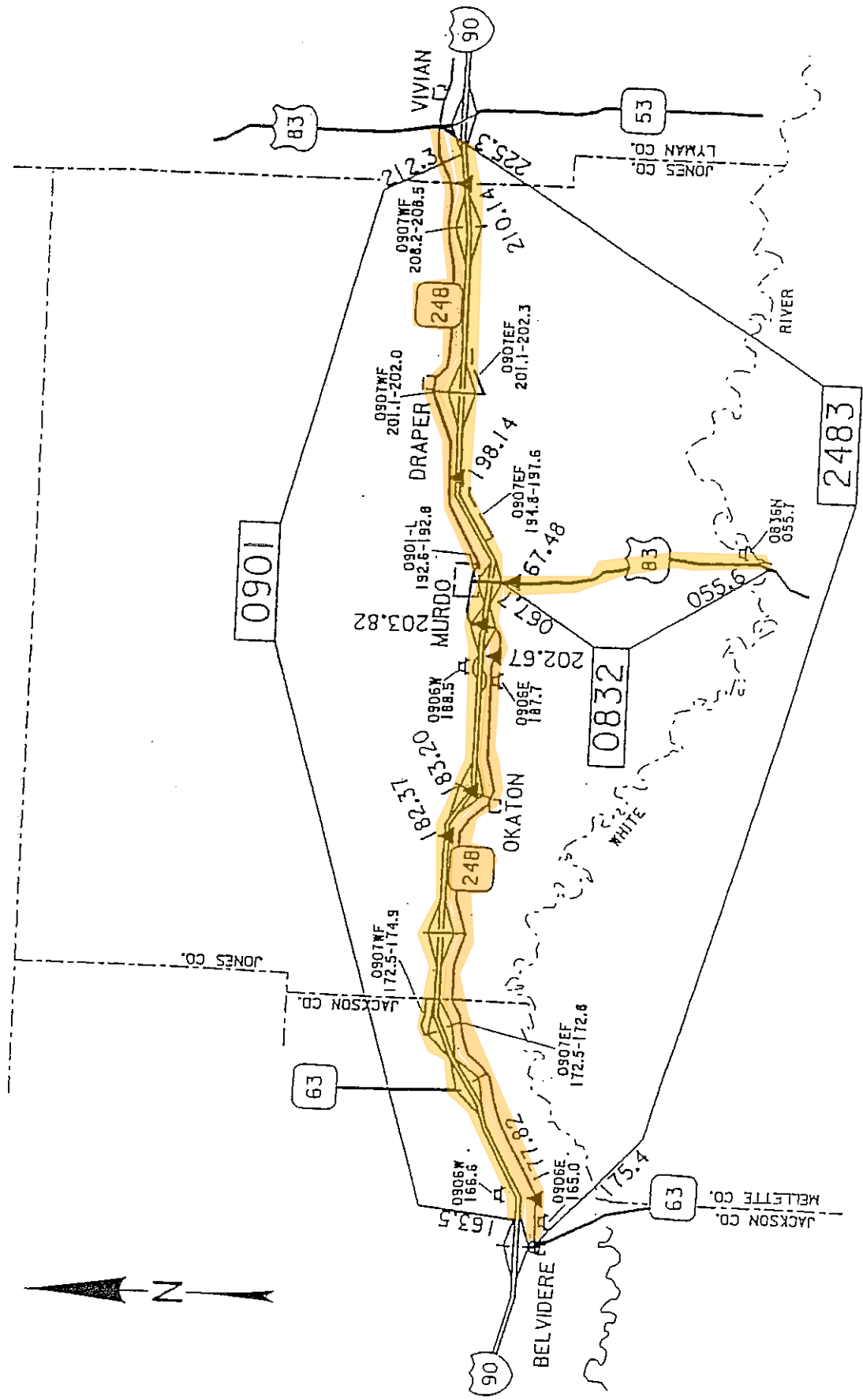
- 397 - WINNER
- 398 - KADOKA
- 399 - MARTIN
- 396 - WHITE RIVER
- 394 - MURDO
- 393 - MISSION
- 395 - PRESHO

NEBRASKA

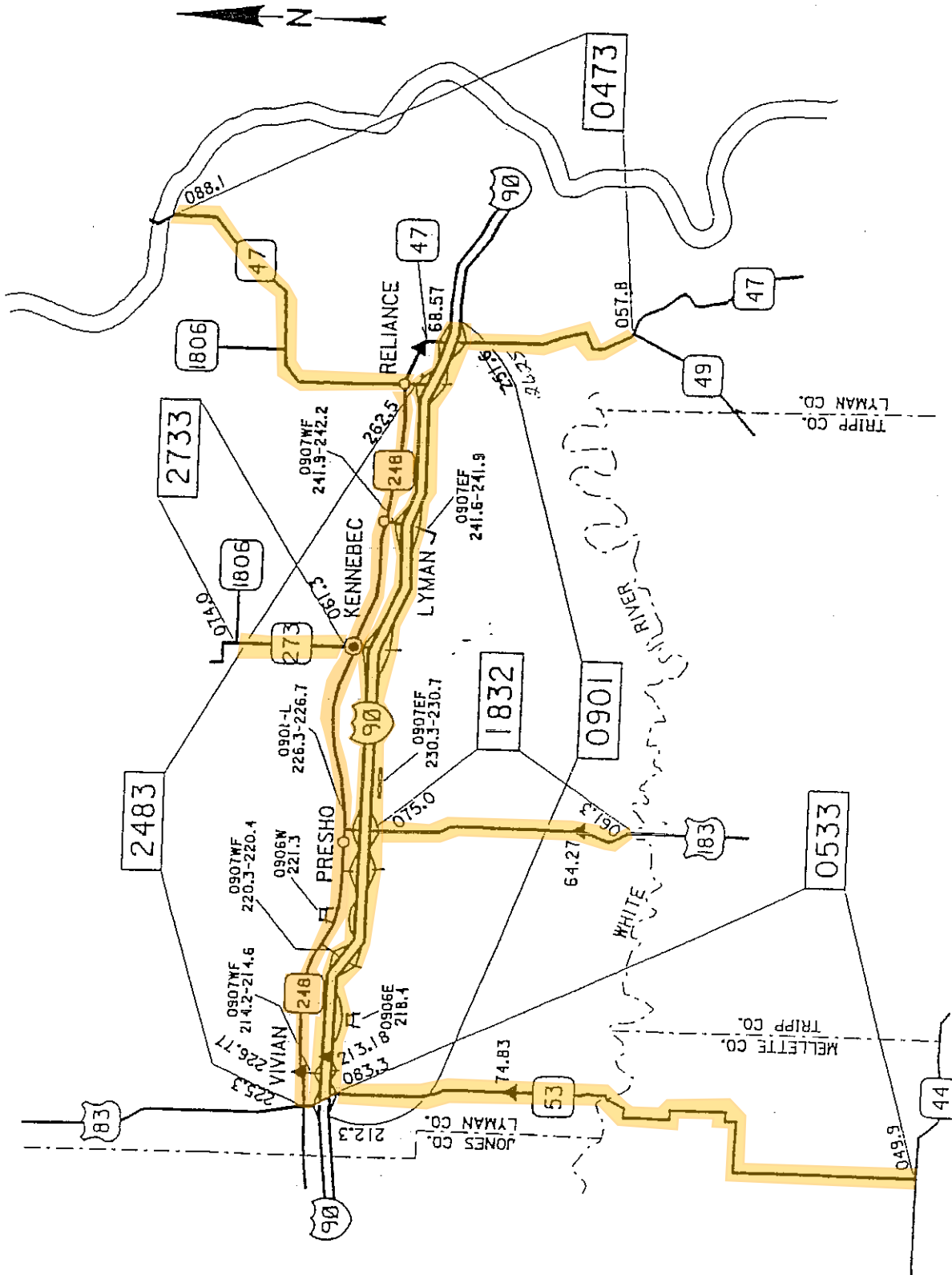
See individual maps for further detail.



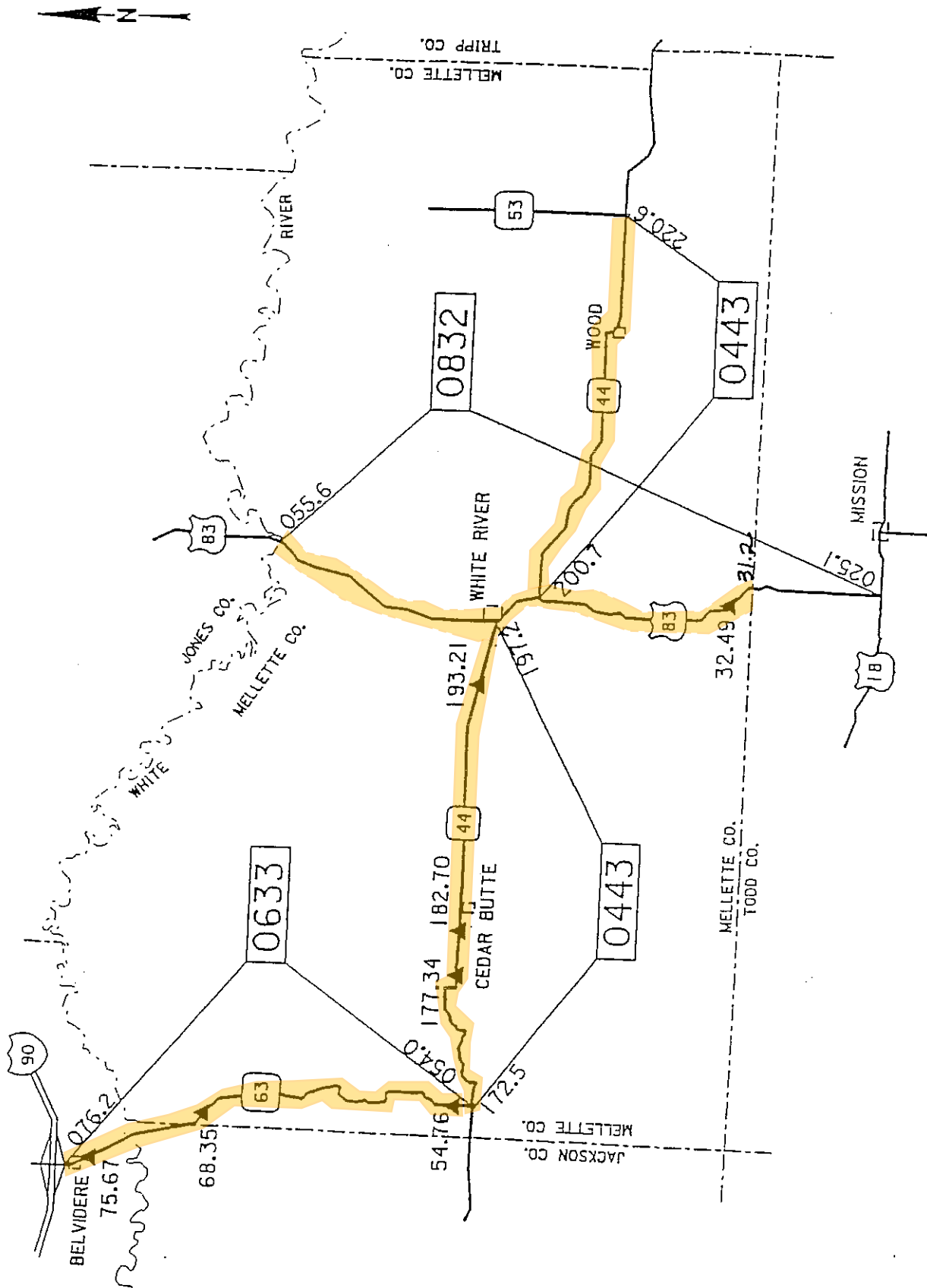
393-MISSION



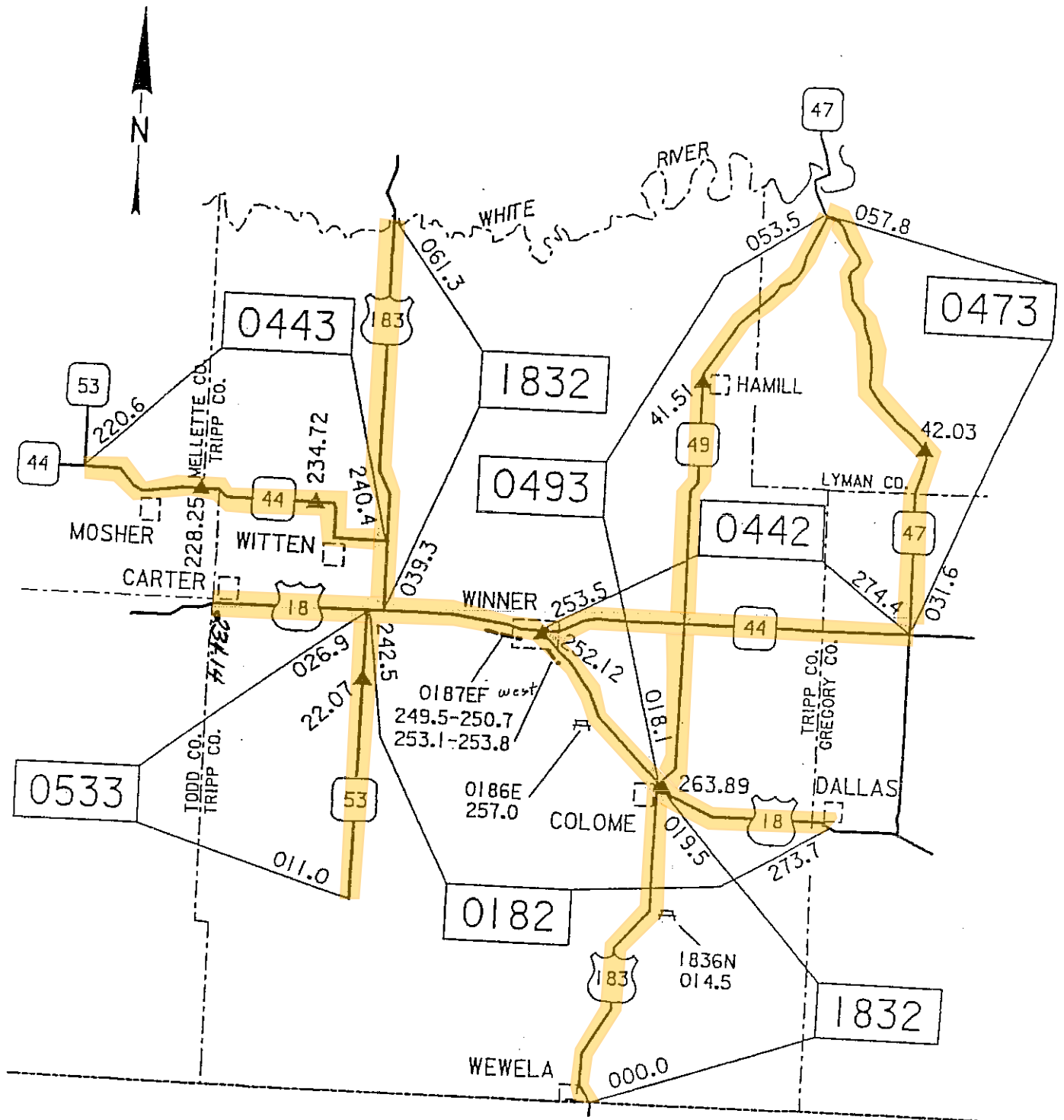
394-MURDO



395-PRESHO

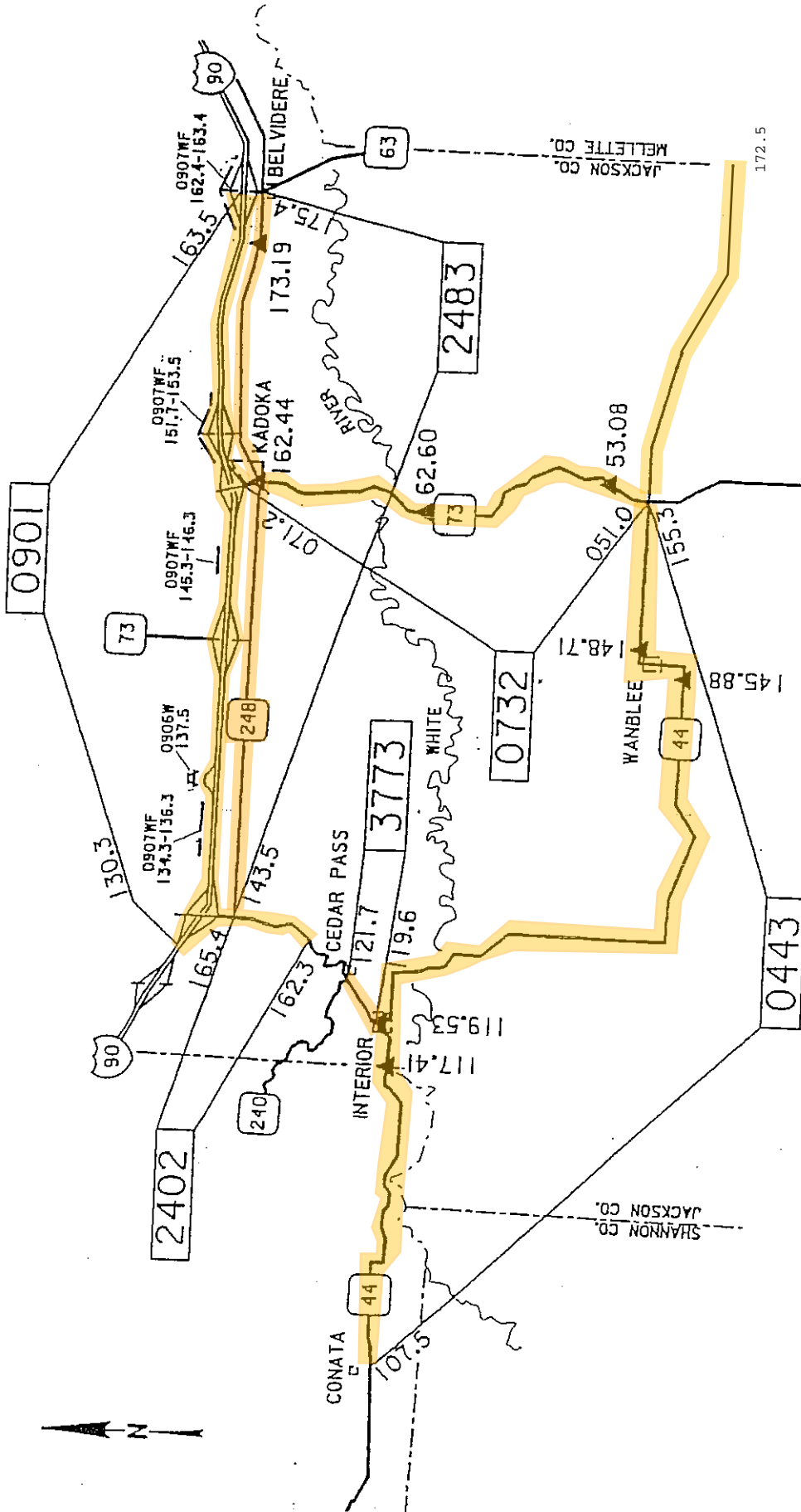


396-WHITE RIVER

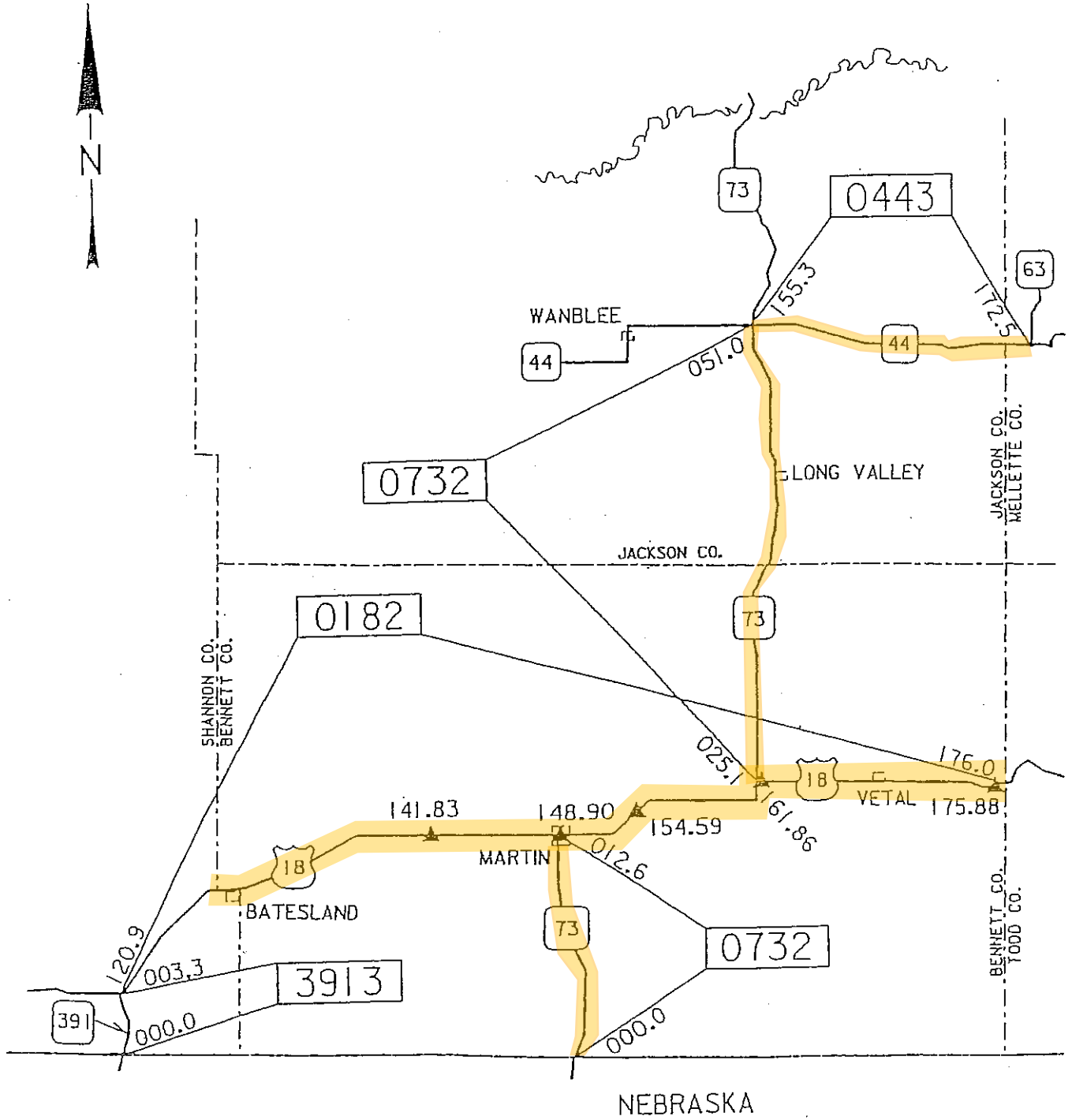


NEBRASKA

397-WINNER



398 - KADOKA



399 - MARTIN

SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION

DOT 820 Modified - Winner Area

PCN

Rev 02/10

DATE: _____

WEATHER CLOUDY PARTLY CLOUDY MOSTLY SUNNY CLEAR

COUNTY Bennett Jones Lyman Todd
 Gregory Jackson Mellette Tripp

	START	END
TIME		
TEMP - °F		
WIND - Direction		
WIND - Speed		

COMMENTS: _____

APPLICATION

L O C A T I O N	HWY#		MRM START		SPRAY
	DITCH	N S E W Median	MRM END		<input type="checkbox"/> CONTINUOUS <input type="checkbox"/> SPOT

C H E M I C A L	TYPE:	2-4-D Amine	Tordon 22K		
	BRAND:				
	UNIT	Oz	Oz	Oz	Oz
	QUANTITY				

L A B O R	NAME	START	STOP	HOURS	LABOR TOTAL HOURS

E Q U I P M E N T	TYPE	START	STOP	HOURS	EQUIP. TOTAL HOURS

Operator- Applicator _____ D.O.A. License # _____

Address: _____

This form shall be completed in duplicate for each route after completion of your daily herbicide 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.

**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.