

**KANSAS DEPARTMENT OF TRANSPORTATION
BUREAU OF MAINTENANCE**

COUNTY AGREEMENT TO TREAT NOXIOUS WEEDS

This agreement made and entered into this _____ day of _____, 20____, by and between the Board of County Commissioners of _____ County, hereinafter referred to as County, and the Kansas Secretary of Transportation, hereinafter referred to as Secretary. The Kansas Department of Transportation hereinafter is referred to as KDOT.

WHEREAS, The Kansas Legislature has declared certain weeds to be Noxious Weeds (see Kansas Noxious Weed Law), and

WHEREAS, The County desires to treat noxious weed infested areas on State Highway Rights-of-Way within said County and the KDOT desires to retain the County to spray and treat such areas, and

WHEREAS, The Secretary and County agree to enter into a performance agreement, where in the County shall treat all noxious weeds on State Highway rights-of-way in the County. A condition of the fulfillment of the agreement requires that treatment by the County will provide a satisfactory control of the noxious weeds. Satisfactory performance is defined as preventing the production of viable seed and/or destroying the plant's ability to reproduce by vegetative means.

NOW, THEREFORE, in consideration of the premises, the parties hereto agree as follows:

1. The county will notify the KDOT District Engineer or the authorized representative, prior to each treatment on highway right-of-way, of the scheduled time and location of such treatment.
2. The County spraying operation may include a dye in the chemical mixture to allow easy identification of areas treated.
3. A representative of the KDOT shall make periodic field inspections to check treated areas. A field log and record will be maintained by the KDOT indicating dates treated and inspected, location and size of areas, type of noxious weeds, apparent affect of treatment and other pertinent comments. Approval by the KDOT representative shall be required before the County will be paid for treatment.
4. Schedule of Cost: The County shall provide all chemicals (includes herbicides, surfactants and drift control materials as required), dye, labor and equipment to treat noxious weeds. Chemicals and dye are to be provided at the County's cost. Labor and equipment costs are as follows:

| LABOR COST | COST | *EQUIPMENT RENTAL TYPE AND SIZE |
|---------------------|------------|------------------------------------|
| _____ /hr. operator | _____ /hr. | _____ |
| _____ /hr. operator | _____ /hr. | _____ |
| | | _____ |

*Spraying equipment will have cab mounted flashing (or rotating) safety lights

5. Billing and Payment: The County shall submit to the KDOT District Engineer an itemized bill for wholesale cost of chemicals and dye furnished, plus actual cost of treating noxious weeds based on equipment rental and labor costs for areas of satisfactory performance. Upon receipt of proper billing and final approval, payment for treating noxious weeds will be made to the County by the KDOT.
6. Record of Work: The County representative doing the work shall:
 - Record size, location and type of noxious weed areas treated.
 - Record amount and kind of chemicals applied on each area.
 - Record dates chemicals were applied.
 - Maintain Report of Noxious Weed Treatment DOT FORM NO. 322-A, which shall be submitted to the KDOT within 1 to 2 weeks after treatment.
 - Maintain records until all claims are paid, but in no case less than the three year statutory time.
 - Make all records available for KDOT audit, when so requested by KDOT.

7. Chemicals, approved for use on highway right-of-way are listed below.

| <u>CHEMICAL</u> | <u>TRADE NAME</u> | <u>RATE OF APPLICATION (metric)</u> |
|--------------------------------|-------------------|--|
| 2, 4-D (amine or ester) (a) | numerous | 1 to 2 lb. Equiv./acre (1.1 to 2.2 kg/ha) |
| Glyphosate (b) | numerous | 1 1/2 lb. Equiv./acre (1.7 kg/ha) |
| MSMA | numerous | 3 to 5 lb. Equiv./acre (3.8 to 5.6 kg/ha) |
| Sulfometuron (c) | Oust | 3 to 6 ounces/acre (.21 to .42 kg/ha) |
| Picloram | Tordon | rate depends upon weed species |
| Chlorsulfuron | Telar | 1/2 to 1 oz./acre (0.035 to 0.070 kg/ha) |
| Imazapyr | Arsenal/Habitat | 1/4 lb. Active/acre (0.28 kg/ha) |
| Metsulfuron Methyl | Escort | rate depends upon weed species |
| Triclopyr (d) | Garlon | 1/4 to 1/2 lb./acre (0.28 to 0.56 kg/ha) |
| Fluizafop P butyl + Fenoxiprop | Fusion | 7 to 9 fl. oz. per acre (83.8 to 107.75 ml/ha) |
| Imazapic (e) | Plateau | rate depends upon weed species |
| Quinclorac (f) | Paramount/Drive | rate depends upon weed species and desirable grass species |
| Sulfosulfuron (g) | Outrider | rate depends upon desirable grass species |
| Aminopyralid (h) | Milestone | rate depends upon weed species |

- (a) May be used alone or in combination with other herbicides
- (b) (Round-up)
- (c) Spot treatment only
- (d) Sericea lespedeza
- (e) Do not use where cool season grasses are the desired species
- (f) Fall bindweed control
- (g) Do not use for more than 3 consecutive seasons
- (h) Musk, bull and Canada thistle

There may be other trade names for the herbicides listed.

- 8. Chemicals shall be mixed and applied as recommended by the manufacturer and in accordance with approved methods contained in the "Official Regulations" issued by the Kansas Department of Agriculture.
- 9. The County agrees to provide this service in a workmanlike manner, to be in strict conformance with the instructions for handling and applying noxious weed chemicals and to be responsible for any negligent acts or omissions that may occur in the performance thereof.
- 10. The County's spraying equipment shall be equipped with cab mounted amber high-intensity rotating, flashing, oscillating, or strobe light. Safety lights shall be visible from all directions and not obstructed from view by tanks and equipment mounted to or towed behind the spraying equipment. If a safety concern has been raised, and at the direction of KDOT personnel, the County will be responsible for supplying and placing of traffic control signs for a mobile operation per Chapter I of the KDOT Highway Sign Manual. All workers shall wear approved safety vests according to 23 CFR 634, "Worker Visibility".
- 11. This agreement shall terminate December 31st of this year, except records shall be maintained in accordance with Section Six above. Termination may be sooner by a ten day written notice from either party to the other. It is agreed further that this contract can be renewed for three consecutive years at the option of the Secretary upon a 30-day written notice to the contractor prior to December 31st of the current year. The contractor and the Secretary agree that all terms of the renewal will remain the same unless either party determines that the price of the chemicals should be re-negotiated.

This agreement is officially adopted by the Board of County Commissioners and recorded in the official records of the proceedings of said Board.

In witness whereof the parties have caused this Agreement to be executed by their duly authorized officers or representatives.

SECRETARY OF TRANSPORTATION

THE BOARD OF COUNTY COMMISSIONERS

BY _____

District Engineer

BY _____

Title: