

Whitley County General Provisions

For Workmanship and Materials

Whitley County Drainage Board
Approved Revision August 2007

Whitley County General Provisions For Workmanship and Materials

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Contractor Information

The following general provisions, together with the Application for Repair and all other additional information accompanying these general provisions shall, upon acceptance by the Whitley County Drainage Board, constitute an agreement between the Whitley County Drainage Board and the contractor whose bid or quote is accepted. The Surveyor reserves the right to correct any clerical errors including contracts. All verbal changes while in the field or the office will supersede the written documents. The Application for Repair is specific to a given quote or bid, while the General Provisions serve as a point of reference.

DEFINITIONS

As used in these specifications, the following terms shall have the following meanings:

“Board” is the Whitley County Drainage Board of Whitley County, Indiana.

“CMP” shall mean, “corrugated metal pipe”

“Contract” refers to let, bid, quoted or assigned jobs

“Contractor” is the individual or firm who is receiving payment for this specific job

“County” refers to the County of Whitley, State of Indiana

“Application for Repair” refers to information specific to bid, quoted, or assigned jobs.

“Project” or “Work” shall mean this specific job.

“Right-of-way” is used as defined in IC 36-9-27-33

“Surveyor” is the Surveyor whose signature appears on the Surveyor’s report for this project, or his duly authorized designees.

“Foliar Vegetation” refers to brush, annual and perennial weeds and any plant with leaves.

CONTRACTOR REQUIREMENTS - The Contractor is required to contact all the property owners or authorized personnel and explain his operation in an attempt to attain good relations and cooperation for the project. Also, to furnish a list of equipment model, size, and age, and provide 5% bid and 100% performance bonds if required, provide certificate of insurance and furnish and place signage for any equipment left in any public road or road right of way.

DAMAGES- The Contractor shall be responsible for all damage occurring during the performance of, and/or arising anytime within two years after completion of the project, even though partial or total payment may have been made under contract. The Contractor shall be liable for all damages that may occur to property, persons, animals, vehicles, crops and any vegetation not designated for spraying in these specifications including and without limitation to damage arising from the defective equipment or materials or any negligence on the part of the Contractor or it's employees, agents or contractors.

The Contractor is hereby expressly bound to indemnify, defend and save harmless the Board, the Surveyor and Whitley County from all claims, damages, costs, judgments, losses fees, including attorneys fees and costs, suits or actions, or the defense thereof, of any name and description brought against, or incurred by the Board, the Surveyor or Whitley County for, or on account of, any injuries or damages received or sustained, or

alleged to have been received or sustained by any party by, or from, the work or the actions of the contractor or its employees, servants, agents, or contractors in the performance of the work, or by, or on account of, any act or omission of any of the foregoing. The Contractor is hereby expressly bound to appear and defend all such suits or actions.

FAILURE TO PERFORM WORK - The Contractor is required to complete all work on or before the Completion Date. The "Completion Date" refers to the date that is twelve (12) months after the date the Contractor's bid is accepted by the Board and the Contract is awarded to the Contractor, unless a different completion period is specified in the Application for Repair in which case the "Completion Date" shall be the date specified in the Application for Repair.

For projects less than one mile in length, the contractor will complete the project within two months of commencement. For projects greater than one mile in length, the contractor will complete the project within three months of commencement.

For each calendar week that work shall remain incomplete after the Completion Date, the sum specified in the schedule below will be deducted, as liquidated damages, from any money due the Contractor.

Original Contract Amount		Weekly Charge
From More Than:	To and Including:	
\$ 0	\$10,000	\$100.00 per week
\$10,000	\$25,000	\$150.00 per week
\$25,000	\$50,000	\$200.00 per week
\$50,000	-----	\$250.00 per week

The Board may grant an extension of the Completion Date if the Contractor proves to the satisfaction of the Board that the Contract could not be completed on or before the Completion Date due to extraordinary or unusual circumstances beyond the control of the Contractor. Any extensions of the Completion Date must be approved by the Board.

If the Contractor fails to complete the work on or before the Completion Date, or otherwise fails to perform the work and comply with its obligations of the project, and fails to cure the same within 15 days after written notice from the Board and/or Surveyor, then the Board shall have the right to terminate the Contract and/or seek all rights and remedies available at law or in equity with respect to such a breach by Contractor, including a suit for damages. If any legal or equitable action or proceeding is instituted to enforce any provision of this Contract by the County, the Surveyor or the Board, any such party, if it prevails in any such action or proceeding, shall be entitled to recover from the Contractor all of the prevailing party's costs, including court cost and reasonable attorneys' fees and expenses, as determined by the Court and not the jury.

INSURANCE- Before commencing any work, the contractor must provide a certificate of insurance from a company acceptable to the Board indicating insurance limits for comprehensive general liability, automobile liability, workman's compensation, and umbrella excess liability, if any designated below. The certificate shall also state that the insurance carrier shall provide no less than thirty (30) days prior written notice of cancellation of said policies to the Surveyor. The minimum limits of liability are as follows:

Comprehensive General Liability:

Each occurrence	\$1,000,000.00
Med Exp (Any one person)	\$ 5,000.00
Personal & Adv Injury	\$1,000,000.00
General Aggregate	\$1,000,000.00
Products – Comp/Op Agg	\$1,000,000.00

All certificates shall also evidence specific coverage for the broad form general liability endorsement completed operations, and underground, explosion or collapse coverage for any Contractor engaged in work where there may be this exposure.

PAYMENT - Payment of the contractor shall be made as provided by state statute concerning drainage and in accordance with the contract governing said work. Eighty-five percent (85%) of the cost of the project will be paid on completion of the contract. Fifteen percent (15%) final payment will be paid sixty (60) days after completion, providing work meets County standards and Contractor has submitted a final bill requesting retainage to be paid in full. Allowances for clearing, for crossing, or moving around bridges, repairing fences, and other work are to be included in the contract price and shall not be considered as extra work. Any partial progress payments made to the Contractor shall not be considered as final acceptance of the work or any part thereof.

All work shall be performed in a good and workmanlike manner in compliance with all of the terms, conditions, covenants and requirements of the project. If, at any time the work is deemed deficient in any respect to the Surveyor, the Surveyor shall give notice to the Contractor, and the Contractor shall promptly remedy such deficiency before proceeding with the remainder of the work. No payment for deficient work shall be made until it is properly corrected. However, the failure to detect defective work shall not be deemed a waiver of the right to revoke the previously mentioned provisions.

Specific provisions will apply to spray projects - not limited to, but including when the first application has been completed, the Contractor may submit a claim for payment, and 60% of bid quote may be paid upon the approval of the County Surveyor. In lieu of a performance bond, the final payment will be held until 100% kill is achieved. (This will usually be the summer of the second year.) After final inspection and approval by the County Surveyor or his designee, the contractor shall submit claim for final payment.

SUBCONTRACTING - The Contractor shall not transfer or assign this project, or subcontract any part of the work covered in this project, without first obtaining the prior written consent of the Board, which may withhold its consent in its sole discretion. However, the foregoing shall not apply to the purchase or application of chemicals necessary to complete the spraying covered by this project.

WAIVERS- No waiver by Whitley County, the Board or Surveyor of a breach of this project and no delay or failure to enforce this project shall be construed or held to be a waiver of any rights unless such a waiver is expressly set forth in writing, and any such waiver shall not be deemed to be a waiver of any preceding or succeeding breach of the same by the Contractor.

No representations or warranties of any kind whatsoever, express or implied, shall be deemed to have been given or made by Whitley County, the Board or Surveyor with the respect to any specifications or requirements constituting a part of this project, including without limitation with respect to the requirements of any federal, state or local law, or the amount of labor and materials that may be necessary to complete the work.

All projects shall be construed and governed under the laws of the State of Indiana. Time is of the essence with respect to each of the covenants contained in this project. All proposal forms and attachments accompanying the specifications shall constitute a part of this project.

Tile Drains

The work shall conform to the plan, profile and detail drawings of the ditch, all of which form a part of these general provisions, and which are available for viewing at the Whitley County Surveyor's Office, Whitley County Government Center, and Columbia City, Indiana.

CATCH BASINS AND RISER PIPES - Catch basins shall be provided on tile lines as indicated in the Application for Repair. Unless otherwise specifically approved, catch basins shall have a reinforced concrete or of solid masonry of pre-cast concrete. The contractor shall provide an inspection holes or breather holes as indicated in Application for Repair, with risers being 12" in diameter minimum size unless otherwise specifically shown. All breather or inspection opening shall rise from factory constructed trees shall have covers or grates as indicated in Application for Repair.

CLEARING FOR TILE - The right of way shall be cleared of all trees, brush and debris by the contractor to width of twenty-five (25) feet on each side of the tile drain. Trees such as Willow, Elm, Soft Maple, Cottonwood, and other water-loving trees within a minimum of fifty (50) feet of the tile shall be removed.

All brush and timber cut by the Contractor shall be disposed of in a manner acceptable to the Surveyor. Brush and timber may be piled and burned in the right of way, with notification to the fire department.

Brush may also be piled and used to create wildlife habitat in wooded areas. All brush that is left must be more than thirty-five (35) feet from top of the tile. The Surveyor shall have the sole right to determine the current land use and proper brush disposal.

ROADS, BRIDGES AND CULVERTS- All highways, county and private roads, bridges, and culverts to be disturbed due to the project, shall be removed and replaced under the Contractor's original bid unless specified. All county roads, subdivision streets, driveways, or other roadways for general public or private use that require to be cut for installation of tile, shall be cut and excavated in a manner which minimize disturbance to the road. The Contractor shall completely backfill to the top elevation with granular fill, which shall be compacted by through tamping in lifts not to exceed 6" and the Contractor shall also restore the road-wearing surface to substantially its original condition and using materials, which fully conform to those used in the adjoining road surface.

CULVERT OUTLETS & LATERAL DRAINS – Contractor shall include estimates for known culvert outlets in his bid. Additional laterals found entering the project will be paid at bid price. Where lateral drains enter the project, they shall be left undamaged and shall be adequately connected to the project. If due to the project, lateral drains are damaged, they shall be replaced with proper size tile at the unit price specified in the bid.

Contractor shall give quote price in writing of time and approved pipe installed when not shown on plans and in the estimate for 6", 8", 10", 12", 16", 18", 24", 30" and 36", tile and approved pipe and animal guards.

Private drive pipe, which is of required size, shall be lowered and replaced by the contractor. If the required size is larger than the one in place, the property owner shall furnish permitted size, and the Contractor shall replace at his expense. This cost shall be considered as a part of the project. Drive pipe listed in the Application for Repair will become a part of the project. Estimated cost of these pipes shall be considered as furnished installed.

Riprap of broken concrete or stone shall be furnished and placed at tile or corrugated metal pipe (cmp) outlet. Riprap shall be placed in such a manner as to stop erosion of earth material above and around tile (or pipe) at outlet.

TILE INSTALLATION – The Contractor shall set the grade stakes at a maximum of one hundred (100) feet. Starting point of this project shall be at the downstream end insofar as physical construction is concerned. Grade stakes are to be undisturbed by the Contractor and left uncovered. All safety precautions shall be taken during the maintenance or construction of this drain.

All tile that is replaced is to be crushed and removed or buried at a depth suitable to the Surveyor. Trench width at the top of the tile shall not be less than the outside diameter of the tile, plus six (6) inches on both sides of the tile.

Trench alignment on straight lines shall be excavated true to the line as staked. On curves the trench shall be excavated true to the lines as staked. On curves, the trench shall be excavated on a true curve and not on chords with sharp turns as stakes. Tile shall be laid true to line and grade and firmly embedded in the bottom of the trench. The title should be kept laid up within a few feet of finished trench.

Where necessary, the title should be rotated so that the gap left between tile can be embedded in the spoil for the 60 and 90 degrees ($1/6"$ to $1/4"$ of their circumference). A "sag" and a "hump" within one hundred (100) feet shall not be allowed. Correction for over digging may be accomplished by filling with either well-graded gravel or well-pulverized soil. This fill must be stamped with an approved tamp to provide a firm foundation.

The bottom of the trench must again be planed to grade and shaped so as to conform to the invert at the proper grade. All junctions should be made with standard manufactured "Y's" or "T's", if possible. If manufactured "Y's" and "T's" are not available; junctions shall be carefully made and sealed with mortar which should be allowed to harden before backfilling. Junctions should be made so that the center of the lateral is not lower than the center of the main. When laterals are much above the main, they should be gradually lowered to enter the main at or near the center.

All connections into any tile line shall be made with factory fabricated drainage fittings; or may be made, when specifically approved by Surveyor. Connections must be constructed and properly arranged so as to prevent obstruction to the tile together with excessive leakage or infiltration.

Joints between tile shall be about 1/8" gap or opening, unless soil is sandy or muck. In sandy soil the closest fit possible should be obtained, with joints wrapped. In peat or muck, the space or gap may be increased slightly. Before placing each tile or pipe in position, the interior of the pipe previously laid shall be clean so that the invert shall be free of dirt or foreign matter.

By the end of the working day, all tile shall be covered by at least six (6) inches of dirt or approved material. Unfinished lines shall be blocked at the end of a day's run to keep earth and debris out of the line in the event of rain or bad weather.

Backfilling the trench shall be completed as rapidly as is consistent with progress of the work and shall be done before backfill material freezes. Cradling with planks or use of stabilizing mats may be required to preserve grade and alignment, where spongy or soft places are encountered. If the Surveyor considers such cradling necessary, the Contractor shall furnish and install the necessary material, at the direction of the Surveyor, and he shall be paid for said labor and material as extra work over and above his contract price.

All backfill material to fill existing ditch shall be taken from excavation or shoulders of existing banks to a maximum of seventy-five (75) feet either side of the center line of the ditch, unless this will damage farmed ground, in which case backfill material shall be secured elsewhere.

The trench for laying tile shall have a curved tile bed and the backfill shall be thoroughly settled by tamping along side and lower quarters of tile to a height not less than the spring line of the pipe. Granular fill may in addition be provided to entirely cover the pipe, however, it is expected that under most conditions the excavated material may be used for all backfill above the center line or spring line of the pipe. Removal of rocks and boulders from any backfill is required. Tile shall be left uncovered until inspected and approved by the Surveyor and immediately after said approval they shall be covered by the excavated earth along the line of the main ditch. Before any tile is laid, the Surveyor shall inspect them.

The Surveyor reserves the right to change any line and grade line on the project, or ditch. One third (1/3) of the length of the outlet culvert shall be unsupported and an animal guard shall be placed over the end of it.

TILE QUALITY - All clay tile shall meet ASTM C4-62 requirements. All concrete tile shall meet ASTM C 412-63 or ASTM C 200-59T requirements. All corrugated metal pipe shall meet Interim Federal Specification WW-P-00402. (Interim Federal Specification WW-P-00405 requirements). They shall be of first quality, true in form and

free from warps, cracks or imperfections of any kind. All tile and pipe shall be subject to the approval or rejection by the Surveyor. If more current ASTM Specifications exist, the same shall supersede the above.

WATER QUALITY - Care must be taken on site to minimize soil erosion. Contractor shall bear the full responsibility of removal of sediment deposition caused by project to the satisfaction of the Surveyor.

Open Drains

The work shall conform to the plan, profile, detail drawings of the ditch, or Application for Repair, all of which form a part of these general provisions, and which are available for viewing at the Surveyor's Office in the Whitley County Government Center, Columbia City, Indiana. All work shall be done in compliance with applicable local, state, and federal requirements, which apply to the work.

BRUSH DISPOSAL- All brush and timber cut by the Contractor shall be disposed of as shown on the Application for Repair or in a manner acceptable to the Surveyor. Brush and timber may be piled and burned in the right-of-way, with advance notification to the fire department with jurisdiction over the area.

Brush may also be piled and used to create wildlife habitat in wooded areas. All brush that is left must be more than thirty-five (35) feet from top of the bank. The Surveyor shall have the sole right to determine the current land use and proper brush disposal.

Selective debrushing, subject to Surveyor's approval in urban or other areas, may be permitted to provide access of working machinery. Property owners have the right to claim logs, which must be removed from the ditch right-of-way. Contractors shall dispose of all remaining brush, tops, stumps and logs.

BRIDGES & CULVERTS - Highways, county and private roads, farm bridges, and culverts or any part thereof necessarily removed or damaged by the Contractor shall be replaced in original or better condition by the Contractor. All work performed will be included in the project unless new structures are to be built as per the Application for Repair, or at the Surveyor's direction. Any culverts will be replaced by the contractor while working on the drain if the landowner provides a replacement for the contractor in a timely fashion.

No excavation is to be deposited beneath any bridge or in any wash out unless special barriers are made to prevent it from washing back into the ditch.

The Whitley County Highway Department and the Indiana Department of Transportation shall be responsible for and construct any repair to any bridge, and also shall furnish any culvert and install the same which are not included in the estimated cost of the project. Contractors shall coordinate operations with the above departments. The Whitley County Highway will provide back-fill.

CROPS – The contractor shall preserve all annual crops growing outside of the drain right-of-way, unless written permission is acquired from the landowner prior to the disturbance. Unless otherwise specified, spreading of spoil or other interference with property or structures outside of the drain right-of-way shall not be permitted without written permission from the landowner. Due care shall be taken to avoid damage to any portion of the drain right-of-way other than that actually needed for the performance of the work. When possible, the work shall be planned and scheduled so as to avoid

damage to crops and structures within the drain right-of-way. Where it becomes necessary for the contractor to work through or otherwise damage to any crops in the right-of-way which are mature or ready for harvest, the Contractor shall give reasonable notice to the landowner to remove his crops.

DEBRUSHING - The drain right-of-way including ditch bottom, sides, and tops shall be cleared of all trees, brush, and debris on both sides of the ditch to a width of seventy-five (75) feet from the top edge of the ditch bank, or as shown on Application for Repair. When brushing, the contractor will brush with the flow of the water.

Stumps shall be left in ditch sides and on bank edges when banks are not being dug back or re-sloped as indicated in the Application for Repair or as directed by the Surveyor. All trees shall be cut less than 6" from the ground. When banks are re-sloped, all trees, stumps, and roots shall be removed, and banks are to be re-seeded. All such ditch banks shall be seeded the same day per Whitley County General Provisions. Any stumps, which are removed, shall be buried below plow depth, or removed from the right-of-way. The cut of any stump which is left in place shall be parallel with the slope of the ditch bank.

EXCAVATION - All work shall be constructed to a depth and width as set out in the Application for Repair. The ditch, at all angles, shall be reconstructed on such curves and tangent lines as set by the Surveyor, and all lines and stakes necessarily required by the contractor may be furnished by the Surveyor after proper notice of intent to perform the work. Open drains shall be constructed with 2:1 (horizontal: vertical) slopes except where indicated on plans or approved by the Surveyor. When excavating, the contractor will work the opposite direction as the water flows.

Spoil may be deposited in a continuous pile parallel with the ditch, leaving a berm width of not less than fifteen (15) feet for ditches five (5) feet deep. For deeper ditches with side slopes of 1:1, the berm width should be two times the depth of the ditch. For ditches having side slopes of 2:1 or flatter, the berm width should be equal to the ditch depth but never less than ten (10) feet. The spoil should be level on ditch side and 10:1 on field side, except when in a wooded area that would require extensive clearing. Spoil must be field tillable and seeded with a mix as stated in the General Provisions or approved by the Surveyor.

Any areas which are within the drain right-of-way, which are mowed by the landowner shall be returned to at least the existing state before the work began. Private yards shall be re-seeded with lawn seed rather than the ditch bank seed mix. This may require the use of special equipment, which shall be considered before a bid is submitted.

The Contractor shall include in his bid price the cost of all materials and labor required constructing a permanent seeded access road along both sides (when feasible) of the ditch. The road shall be constructed so as to permit a minimum fifteen - (15) foot access or according to the Application for Repair.

FENCES - In order to perform work properly, all working fences within the right-of-way that interfere with the project shall be removed by the landowner. Reasonable notification prior to working in the areas which contain fences or other temporary structures shall be given to the landowner so as to allow for the immediate removal of the fence by the landowner. If the landowner does not remove an unnecessary or unwanted fence, which is within the right-of-way, the contractor shall remove it from the site, and dispose of properly, at the landowners' expense. Fences that are removed for the construction of the proposed work may be replaced by the landowner. Fencing removed for the purpose of repairing an open drain, which the landowner wishes to reinstall, shall be preserved in a condition with which it may be reinstalled by the landowner upon completion of the project.

LATERAL DRAINS - Where lateral, tiled drains enter an open drain project, they shall be left undamaged and shall be adequately connected to the project. If lateral tiled drains that enter the project are damaged, they shall be replaced with proper size tile at no extra expense to the project.

Lateral, open drains at a higher elevation shall be protected where a lateral joins a main open drain. They may be protected by excavating the lateral back from the main at the same elevation as the main for twenty-five (25) feet and from that point on a non-erodible grade to the point of intersection with the normal grade of the lateral. Where a tiled lateral enters the open main, a culvert shall be installed in the lateral with the outlet flow equal to toe of the side slope of the ditch. An approved animal guard shall be placed at the end of the outlet.

SEEDING – Seed mixture shall be placed daily with a hand seeder for that portion of ditch which construction was completed during the day. Seed mixture shall consist of 35% Fawn Tall Fescue, 25% Creeping Red Fescue, 20% Annual Ryegrass, 15% Perennial Ryegrass, and 5% Kentucky Blue Grass. Seed mixture shall be placed on all disturbed working right-of-way, which is completed and is not expected to be further disturbed. Seeding shall be done in a careful, acceptable; workman like manner in all areas disturbed within the working right-of-way at an application rate of 100 pounds per acre or as approved by the Surveyor. All right-of-way that is in a paid government filter strip program will be put back to the original condition prior to the work. Private yards shall be re-seeded with lawn seed mix and restored to previous condition.

WATER QUALITY - Where applicable, and with approval of the Surveyor, removed trees and stumps may be tied in against standing timber so as to prevent their intrusion into the drain. All logs, tree trunks, limbs, and foreign material shall be removed from the waterway.

The Contractor shall not place any dam or obstruction in any portion of the drain without the consent of the Surveyor. When required, the Contractor shall construct sediment and/or silt trap as specified in the Application for Repair, or as directed by the Surveyor. The contractor shall be responsible for removal of accumulated downstream sediment deposition, at no additional charge to the project, prior to final claim payment for the project.

Spraying

Maintenance Specifications for Ground Application Spraying

BOND, PERFORMANCE – The Contractor to whom the contract is awarded shall provide a surety bond acceptable to the Board in the amount of 100% (One-hundred percent) of the contract price. Said bond shall be forfeited, in whole or in part, should he fail to perform any work as provided for in these specifications. Bond shall be submitted within 15 (fifteen) days of the acceptance of the Contractor's bid and before the bid bond is returned.

BOND, MAINTENANCE – The Contractor to who the contract is awarded shall provide a surety bond acceptable to the Board in the amount of 100% (one-hundred percent) of the contract price. Said bond shall be forfeited, in whole or in part, should he fail to perform any work as provided for in these specifications (specifically, but not limited to, the "percentage of kill"). Bond shall be submitted before the final payment is made to the contractor. Said bond shall be in effect for a period of at least 3 (three) years from the date the contract is signed.

PROJECT COSTS -The amount of the project shall include the cost of furnishing all labor, equipment, materials and other costs, fees and expenses which are necessary to complete the brush control of the drain project.

DRAIN LENGTHS - The length of the drain, as indicated on the Application for Repair, is believed to be accurate, but the contractor must make his own independent verification of the lengths of each section. The lengths and/or locations of the drains may be determined from sources in the Whitley County Surveyor's Office in Columbia City, Indiana or other information deemed reliable by the Surveyor.

DRIFT CONTROL- The spray treatment and all related activities of the Contractor shall be consistent with all federal and state regulations approved for ditch bank and right-of-way applications, and all other applicable codes, laws, regulations and requirements. It is the responsibility of the contractor to control drift. The Contractor must complete and return a spray log complete with spray dates and rate of application to the Surveyor's office upon request and at the completion of the work.

LICENSED APPLICATORS- It is the intention of the Board to kill the **foliar vegetation** that is growing on the ditch banks that impedes the flow of the storm water. The Board also intends to maintain the right-of-way with a spray path, to reduce sedimentation and the cost of maintenance on the ditch. The Contractor shall be licensed and certified by the Indiana State Chemist in Category 6A for ground application. A trained and licensed operator shall apply all spray and no aerial spraying is permitted.

The Contractor shall conform to all federal and state laws, rules, codes and regulations which are applicable to the work of this nature and the contractor shall obtain any permits required by law at its expense, copies of which shall be delivered to the Surveyor. The Contractor shall include a copy of its identification card proving its qualifications to handle all material specified for the project prior to commencing work.

PERCENTAGE OF KILL- The contractor shall guarantee a "percentage of kill" of not less than one hundred (100) percent on all foliar applications within those areas to be sprayed as required on the Application for Repair. The contractor shall guarantee a "percentage of kill" of not less than one hundred (100) percent of all dormant applications within those areas to be sprayed as required on the Application for Repair. The Surveyor, or his designees and the Contractor if requested will inspect all sites and determine the percentage of kill. The inspection will occur a minimum of 30 to 40 days after the spraying, and a maximum of one year after the spraying has been completed. If the percentage of kill is below the acceptable percent, along any portion of the ditch, the Contractor shall, at it's own expense re-spray all the foliar vegetation along the length of said portion of the ditch until an acceptable kill rate is achieved.

RIGHT OF WAY- The Contractor shall apply the spray treatment as recommended by the manufacturer along both ditch banks. The area of foliar vegetation control is from water line to the top edge of the ditch bank, with an additional 75 feet on the non-working side, and 75 feet on the working side or as specified on the Application for Repair. Other areas as defined by Application for Repair may be sprayed, but no additional spraying shall be done without prior approval of the Surveyor. If additional spraying is required and is approved by the Surveyor, the Contractor will be paid for the additional work at the Application for Repair price or as approved by the Surveyor for the additional spraying. The contractor shall not spray in or near subdivisions, mobile home parks or other residential areas without the prior approval of the Surveyor.

SITE INSPECTION - Each bidder shall inspect the site of the proposed work prior to submitting it's bid and fully acquaint itself with the existing conditions, which could affect the successful completion of the work. The contractor shall not be relieved of any obligation of work, because of its failure to adequately inspect the site of the work. The Contractor must complete and return a spray log complete with spray dates and rate of application to the Surveyor's office upon request and at the completion of the work.

SPRAY TIME PERIOD - All Foliar spray shall be started no earlier than May 15 or full leaf growth stage of the current year and shall be completed in accordance with the requirements of the Application for Repair by July 15. Dormant spray to be completed between November 15 and April 15.

SCHEDULING PROJECTS- The Contractor shall inform the Surveyor's Office about his plan for spraying and upon request; the Contractor shall provide the Surveyor with a written spraying schedule. The Contractor shall inform the Surveyor's Office twenty-four (24) hours before starting to spray any ditch or portion of the ditch. Each day the sprayer works in the county he will call in to identify his starting drain for the day. The

Contractor is requested to contact landowners prior to entering their lands; the Surveyor's office will provide a current list of landowners.

APPLICATORS LOG- the contractor shall keep an individual log of spraying for each drain, containing the following information: the drain name and number, date, location by section, Wind: direction and speed, temperature, start time, stop time, and spray used, concentration and # gallons used. The log shall be filed with request for payment.

CONTRACTOR ACCOUNTABILITY – Immediate Responsibility

Spray contracts assume "Immediate Responsibility". Immediate Responsibility is as follows: Any ditch under contract with the spray contractor between January 1 and December 31 of the current year becomes the spray contractor's responsibility the day the spray contractor is notified by the Surveyor's office. The Surveyor's written notification will be provided when the brush/dig contractor moves onto the site. It will remain the immediate responsibility of the contract for the next two calendar years, ending December 31 of the second year.

Immediate Responsibility affords the sprayer the flexibility to apply chemical at his own timing, rates, amounts and his discretion to ensure completion of successful contract in the specified time frame. "Immediate Responsibility" eliminates any other spray contractor affecting your level of success.

K: Shared Drainage Data/ Drain Supervisor/ Whitley Co Gen Provisions