

MADISON MUNICIPAL AIRPORT

WEED SPRAYING CONTRACT

This indenture witnesseth, that the City of Madison Board of Aviation Commissioners, of Madison Indiana, hereinafter referred to as "operator", hereby contracts (**Contractor Name**), hereinafter referred to as "contractor", to apply non-selective herbicide to certain areas located at the real estate in Jefferson County, Indiana located on the Madison Municipal Airport. The parties recognize that these areas are defined in the following scope of work and compile an area of approximately 50,000ft².

1.) Scope of Work (**Figure 1**)

a. Areas to spray

- i. Runway/Taxiway AreaWeed
 1. Taxiway lights
 2. Runway lights
 3. Windsocks
 4. Segmented circle
 5. Signage
- ii. City Buildings
 1. City Hangar
 2. Terminal
 3. Along Main Entrance
 4. Airport Sign
- iii. Water Drainage
 1. Ditches
 2. Drainage Pipes
- iv. Wildlife Fence
 1. Perimeter fence
 2. Entry Gates
- v. Automated Weather Observation System/Approach Lighting
 1. AWOS access road
 2. AWOS fenced enclosure
 3. All fenced enclosures
 4. MALSF control building
 5. Airfield lighting control building
 6. Base of obstruction lights
- vi. Airport Concrete/Asphalt Surfaces
 1. Spot spray cracks on Apron, Taxiway, and Runway

b. Application intervals

- i. Herbicide shall be applied in the Spring, Summer, Late Summer, or as needed, in order to maintain **vegetation-free** conditions in the above areas. **(Minimum of 3 applications)**
- ii. **Automated Weather Observation System (AWOS)** and other sensitive areas will require more applications and more frequent applications.

c. Application provisions

- i. Herbicide **shall not** be applied when inclement weather is predicted **within 24 hours or during rain**.
- ii. **(Contractor Name)** shall ensure that control of drift can be maintained at all times however; in general, wind speeds **shall not exceed 15 Mph/13 Kts** when applying herbicide to prevent drift or as directed via product label whichever is less.

2.) Safety and Regulatory Provisions

- a. **(Contractor Name)** while performing herbicide mixing or application operations under this contract must meet the State certification and application requirements for the use and application of Restricted Use herbicide and must hold a current **State Applicators License**. Personnel employed by **(Contractor Name)** must be briefed and trained in application and safety techniques. Personnel employed by **(Contractor Name)** must be under the direct supervision of a licensed applicator at all times.
- b. All herbicide will be applied within label specifications and in accordance with any applicable local, county, state and federal laws and regulations.
- c. All proper personal protective equipment will be used in each herbicide application and in accordance with label specifications and Indiana state rules and regulations. **(Contractor Name)** will maintain a copy of the herbicide labels, and SDS documents while applying product on Airport property.
- d. Spray drift shall be avoided. **Do not spray when winds exceed 15 Mph/13 Kts** or the Commercial Herbicide Applicators guidelines.
- e. A pumping system may be used to fill the spray mixing and spray application tanks provided it avoids the contamination of wells, springs, streams, lakes, waterways, and ponds used as a water source.
- f. Herbicide pouring and mixing operations **will not occur within 150 feet** of any open water source.
- g. **(Contractor Name)** shall insure that containers or tanks used for herbicide application **are not** washed out **within 150 feet** of wells, open water: springs, ditches, streams, and waterways.
- h. **No spraying** shall be done inside ditches containing water unless it is within the labeled use of the particular herbicide being used.
- i. Herbicide **shall not** be applied when inclement weather is predicted **within 24 hours**. Spraying **shall not** occur while it is raining. **(Contractor Name)** shall take all precautions

to avoid spraying if it appears that precipitation is sufficient enough to wash herbicides off target species or into open water.

3.) Airport Operations Area/ Equipment Safety

(Reference Figure 2)

Operations within the AOA should be in compliance with the FAA rules and regulations. Equipment operated by **(Contractor Name)** shall not conflict and/or pose a hazard to themselves or aircraft. Aircraft operations and emergency vehicles shall have the right of way at all times. **(Contractor Name)** shall not allow employees, including subcontractors and suppliers, to cross or proceed on to any active runway, taxiway, Safety Area, or Aircraft Movement Area without proper authorization. Additionally:

- a. All equipment and vehicles shall be flagged with an orange flag or have flashing dome type lights while in the AOA.
- b. All personnel working with AOA must wear bright colored clothing (ANSI 107-2010).
- c. All personnel working within AOA will meet with Airport Manager for an airport safety briefing prior to work each day
- d. Personnel will monitor airport CTAF with radio provided.

4.) Reporting Requirements/Data Collection

- c.) All work will be properly documented for reporting purposes using the **HERBICIDE APPLICATION REPORT FORM**. The aforementioned form shall be completed and a copy filed with the airport manager or designee **immediately following each application** and includes:
 - Application date
 - Gallons of product used in the following areas
 - Perimeter Fence
 - Approach Lighting Access Roads/MALSF Enclosures
 - AWOS Enclosure
 - Runway and Taxiway Areas
 - Total gallons used
- d.) Any person performing any spraying activity of any herbicide and/or pesticides will be properly licensed and certified by the State of Indiana. Each licensee will have a license that is current, on their person at all times, with the proper certifications. Copies of these licenses will be provided annually to the Airport Manager.

5.) Duties of Contractor

(Contractor Name) shall perform the tasks outlined in the aforementioned scope of work as agreed to and understood by the parties, and shall provide all equipment, labor, and materials necessary for completing such tasks.

6.) Wildlife Fence/Mitigation

The Madison Municipal Airport AOA is surrounded by a wildlife fence with the intent to mitigate and/or prevent wildlife becoming a hazard to aircraft or airport operations. **(Contractor's Name)** shall ensure that all gates remain shut at all times and are secured daily following completion of work for the day. Furthermore, **(Contractors Name)** shall report any issues with Gates, Fence, and/or Wildlife to the Airport Manager or designee immediately.

7.) Term of contract

The term of this contract shall be **TWO YEAR** beginning **April 21, 2021** and shall expire on **March 31, 2023**. The parties recognize that this is not a renewable contract unless the parties execute another contract for future years.

8.) Consideration

In payment for the duties of **(Contractor Name)** under this Contract, **(Contractor Name)** shall be paid **(AMOUNT)** per application. This rate shall remain at **(AMOUNT)** per application without escalation during the term of this contract. **(Contractor Name)** will submit a claim to the City Clerk Treasurers Office of the City of Madison for payment following each mowing. **(Contractor Name)** shall send claim to:

**Office of the Clerk Treasurer City of Madison
Madison Municipal Airport
101 West Main Street
Madison, IN 47250**

Invoice Must Include: Work Performed and Date of Work Performed

9.) Warranty Guarantee

(Contractor Name) shall warranty/guarantee all work performed.

The Airport Manager or designee will inspect completed work within 10 days of being notified by **(Contractor Name)** that the areas are ready for inspection. If work is unsatisfactory or not complete **(Contractor Name)** shall correct or complete the task. It shall be noted that enough time needs to lapse between the application of herbicides and the inspection for the plants to develop signs of herbicide effectiveness (wilting, color changing, or stunted growth). If treatments are not effective, then **(Contractor Name)** shall re-treat the area.

10.) Breach of Contract

The contract shall be considered breached if the contractor fails to complete any of the tasks in the apportioned times. Upon a breach of contract, the contractor shall pay to the Madison Municipal Airport Board of Aviation Commissioners the sum of the amount required to complete the work.

11.) Insurance and Liability.

(Contractor Name) shall show **proof of any Workmen's Compensation Insurance** for any employees, if any, and shall further be responsible for all injury to person or damage to property on the Madison Municipal Airport real estate caused by the negligence or misconduct of **(Contractor Name)** or any of its employees or agents in performing this contract. **Proof of Liability Insurance** shall be filed with the City Board of Aviation Commissioners for the City of Madison, Indiana, through the City Clerk's Office prior to any performance of duties of **(Contractor Name)** under this contract.

IN WITNESS WHEREOF, the parties have executed this **Weed Spraying Contract** on the dates indicated below by their respective signatures, and this contract shall become effective upon execution by all parties.

Contractor:

By: _____
(Contractor Name)

Dated: _____

Grantor:

THE CITY OF MADISON, BOARD OF AVIATION COMMISSIONERS

By: _____
DAVID GOODMAN, JR.

Dated: _____