

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
EQUIPMENT AND PROCUREMENT DIVISION
BID INVITATION

Contract Number: _____ **H-11-087H** _____

BID OPENING LOCATION: AHTD Equipment & Procurement Division 11302 West Baseline Road Little Rock, AR 72209	MAIL TO: AHTD Equipment & Procurement Division P.O. Box 2261 Little Rock, AR 72203	DELIVER TO: AHTD Equipment & Procurement Division 11302 West Baseline Road Little Rock, AR 72209
---	---	---

Bid Opening Date: April 26, 2011 Time: 11:00 a.m.

Sealed bids for furnishing the commodities and/or services described below, subject to the Conditions on Page 2 of this bid invitation will be received at the above-noted mail and delivery locations until the above-noted bid opening date and time, and then publicly opened at the above-noted bid opening location. **Bids must be submitted on this form, with attachments when appropriate, or bids will be rejected. Late bids and unsigned bids will not be considered.**

In compliance with this Bid Invitation and subject to all the Conditions thereof, the undersigned offers and agrees to furnish any and all items upon which prices are quoted, at the price set opposite each item.

Company Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Federal Tax ID or Social Security No.: _____

Name (Type or Print): _____
Title: _____
Phone: _____ Fax: _____
E-Mail: _____
Signature: _____
Signature must be legible, original (not photocopied) and in ink.
Unsigned bids will be rejected.

REMOVAL AND DISPOSAL OF LITTER AND MOWING AND TRIMMING OF HIGHWAY RIGHT-OF-WAY

The Arkansas State Highway and Transportation Department (hereafter called the "Department") will receive sealed bids for the removal and disposal of litter and mowing and trimming of highway right-of-way, in accordance with Special Provision for **Divided** Highways, specifications and information attached to and made a part of this contract, for a period of one (1) year from date of award, to include up to three mowing cycles, with option to adjust acreage and/or renew upon mutual agreement of the parties.

PROJECT LOCATION: AHTD District 2, P.O. Box 6836, Pine Bluff, AR 71611 (870-534-1612)

Job No: 2-570

Job Name: Martha Mitchell Expressway – South Terminal Interchange (Pine Bluff)

Route: Hwy. 63	Section: 13	Log Mile: 10.70 to 11.75	County: Jefferson
Route: Hwy. 65B	Section: 14B	Log Mile: 01.40 to 08.47	County: Jefferson

Total Acreage per Cycle = (First Cycle)	98.00*
(Second Cycle)	98.00
(Third Cycle)	98.00

Bid prices shall include all costs of performing this contract, but shall exclude taxes (See Condition 4).

1. Removal and Disposal of Litter	Price per Acre \$ _____
2. Mowing and Trimming of Highway Right-of-Way	Price per Acre \$ _____
TOTAL	Total Price per Acre \$ _____

BIDS WILL BE CONSIDERED FOR COMPLETE JOB ONLY

Bid Bond in the amount of **\$500.00** required of all bidders at time of bid opening or bid will be rejected. **Personal and company checks are not acceptable as Bid Bonds.** See Condition 3 on page 2 of this Bid Invitation. **Performance Bond** in the amount of **\$500.00** will be required of successful bidder prior to providing goods/services. **Personal and company checks are not acceptable as Performance Bonds.** See Condition 3 on page 2.

Person to contact in case of damage caused by contractor's operation:

<u>NAME</u>	<u>ADDRESS</u>	<u>TELEPHONE</u>
--------------------	-----------------------	-------------------------

TWO SIGNED COPIES OF BID INVITATION MUST BE SUBMITTED

*Disregard all references to the 1st Mowing Cycle in the Bid Invitation, Bid Information, Specifications and Drawings. 1st Mowing Cycle information will only apply if contract is extended with successful bidder.

STANDARD BID CONDITIONS

H-11-087H

1. **ACCEPTANCE AND REJECTION:** The Arkansas State Highway and Transportation Department (AHTD) reserves the right to reject any or all bids, to accept bids in whole or in part (unless otherwise indicated by bidder), to waive any informalities in bids received, to accept bids on materials or equipment with variations from specifications where efficiency of operation will not be impaired, and to award bids to best serve the interest of the State.
2. **PRICES:** Unless otherwise stated in the Bid Invitation, the following will apply: (1) unit prices shall be bid, (2) prices should be stated in units of quantity specified (feet, each, lbs., etc.), (3) prices must be F.O.B. destination specified in bid, (4) prices must be firm and not subject to escalation, (5) bid must be firm for acceptance for 30 days from bid opening date. In case of errors in extension, unit prices shall govern. Discounts from bid price will not be considered in making awards.
3. **BID BONDS AND PERFORMANCE BONDS:** If required, a **Bid Bond** in the form of a cashier's check, certified check, or surety bond issued by a surety company, in an amount stated in the Bid Invitation, must accompany bid. **Personal and company checks are not acceptable as Bid Bonds.** Failure to submit a Bid Bond as required will cause a bid to be rejected. The Bid Bond will be forfeited as liquidated damages if the successful bidder fails to provide a required Performance Bond within the period stipulated by AHTD or fails to honor their bid. Cashier's checks and certified checks submitted as Bid Bonds will be returned to unsuccessful bidders; surety bonds will be retained. The successful bidder will be required to furnish a **Performance Bond** in an amount stated in the Bid Invitation and in the form of a cashier's check, certified check, or surety bond issued by a surety company, unless otherwise stated in the Bid Invitation, as a guarantee of delivery of goods/services in accordance with the specifications and within the time established in the bid. **Personal and company checks are not acceptable as Performance Bonds.** In some cases, a cashier's check or certified check submitted as a Bid Bond will be held as the Performance Bond of the successful bidder. Cashier's checks or certified checks submitted as Performance Bonds will be refunded shortly after payment has been made to the successful bidder for completion of all terms of the bid; surety bonds will be retained. Surety bonds must be issued by a surety company authorized to do business in Arkansas, and must be signed by a Resident Local Agent licensed by the Arkansas State Insurance Commissioner to represent that surety company. Resident Agent's Power-of-Attorney must accompany the surety bond. Certain bids involving labor will require Performance Bonds in the form of surety bonds only (no checks of any kind allowed). In such cases, the company issuing the surety bond must comply with all stipulations herein and must be named in the U. S. Treasury listing of companies holding Certificates of Authority as acceptable sureties on Federal Bonds and as acceptable reinsuring companies. Any excess between the face amount of the bond and the underwriting limitation of the bonding company shall be protected by reinsurance provided by an acceptable reinsuring company.
4. **TAXES:** The AHTD is not exempt from Arkansas State Sales and Use Taxes, or local option city/county sales taxes, when applicable, and bidders are responsible to the State Revenue Department for such taxes. These taxes should not be included in bid prices, but where required by law, will be paid by the AHTD as an addition thereto, and should be added to the billing to the AHTD. The AHTD is exempt from Federal Excise Taxes on all commodities except motor fuels; and excise taxes should not be included in bid prices except for motor fuels. Where applicable, tax exemption certificates will be furnished by the AHTD.
5. **"ALL OR NONE" BIDS:** Bidders who wish to bid "All or None" on two or more items shall so stipulate on the face of bid sheet; otherwise, bid may be awarded on an individual item basis.
6. **SPECIFICATIONS:** Complete specifications should be attached for any substitution or alternate offered, or where amplification is necessary. Bidder's name must be placed on all attachments to the bid.
7. **EXCEPTIONS TO SPECIFICATIONS:** Any exceptions to the bid specifications must be stated in the bid. Any exceptions to manufacturer's published literature must be stated in the bid, or it will be assumed that bidder is bidding exactly as stated in the literature.
8. **BRAND NAME REFERENCES:** All brand name references in bid specifications refer to that commodity or its equivalent, unless otherwise stated in Bid Invitation. Bidder should state brand or trade name of item being bid, if such name exists.
9. **FREIGHT:** All freight charges should be included in bid price. Any change in common carrier rates authorized by the Interstate Commerce Commission will be adjusted if such change occurs after the bid opening date. Receipted common carrier bills that reflect ICC authorized rate changes must be furnished.
10. **SAMPLES AND LITERATURE:** Samples or technical literature must be provided within 14 days of AHTD request unless AHTD extends time. Failure to provide samples or literature within this period may cause bid to be rejected. When required, samples of items must be furnished free of charge, prior to or after the opening of bids, and, if not destroyed, will be returned upon request at the bidder's expense. Each individual sample must be labeled with bidder's name and item number. Request for return of samples must be made within 10 days following submission of sample. Samples from successful bidders will be retained for comparison with items actually furnished.
11. **GUARANTY:** Unless otherwise indicated in Bid Invitation, it is understood and agreed that any item offered or shipped on this bid shall be newly manufactured, latest model and design, and in first class condition; and that all containers shall be new, suitable for storage or shipment and in compliance with all applicable laws relating to construction, packaging, labeling and registration.
12. **BACKORDERS OR DELAY IN DELIVERY:** Backorders or failure to deliver within the time required may constitute default. Vendor must give written notice to the AHTD, as soon as possible, of the reason for any delay and the expected delivery date. The AHTD has the right to extend delivery if reasons appear valid. If reason or delivery date is not acceptable, vendor is in default.
13. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance by AHTD after delivery. Default in promised delivery or failure to meet specifications authorizes the AHTD to cancel award or any portion of same, to reasonably purchase commodities or services elsewhere and to charge full increase, if any, in cost and handling to defaulting vendor. Applicable bonds may be forfeited.
14. **ETHICS:** *"It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a State contract upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business."* (Arkansas Code, Annotated, Section 19-11-708).

Arkansas State Highway and Transportation Department
Contract for the Removal and Disposal of Litter
and
Mowing and Trimming of Highway Right-of-Way
BID INFORMATION

CONTRACT NO. H-11-087H

1. The Arkansas State Highway and Transportation Department (hereinafter referred to as the “Department”) will enter into a contract with the successful bidder (also referred to as the “Contractor”) to furnish requirements for Removal and Disposal of Litter and Mowing and Trimming of Highway Right-of-Way for the period set forth in Bid Invitation, with provision to extend annually upon mutual agreement of the parties.
2. Successful bidder must be covered by Workman’s Compensation Insurance, and Public Liability and Property Damage Insurance in the minimum amount of \$1,000,000 per occurrence and a general aggregate limit of at least \$2,000,000. Valid Certificate of Insurance including name of insurance agent and agent’s telephone number must be furnished to the Department within 10 days of notice of award of the contract, if not already on file. Failure to provide such certification in a timely manner may result in cancellation of award and/or forfeiture of Bid Bond. Contractor will not be permitted to work until proper certification has been provided to the Department. Once proper certification has been provided, Contractor is responsible to provide timely information to the Department regarding any change, update, modification, renewal or cancellation of the required insurance during the contract term or any extension thereto.
3. Successful bidder is solely responsible for damages to persons and vehicles or other property (including that of the State) while fulfilling the requirements of this contract. No agency, board or commission of the State of Arkansas (including the Department and the Arkansas Highway Commission) assumes any liability whatsoever for damages caused by the Contractor. All such claims must be handled by Contractor and Contractor’s insurance company. Contractor is expected to handle any claim arising from activities in fulfillment of this contract in a prompt and timely manner. Bidder shall furnish the name, address and phone number of the person (Contractor or designated employee) to be contacted in case of questions regarding damages resulting from Contractor’s operations in fulfillment of this contract.
4. Successful bidder shall notify the Department immediately if unable to begin or complete work in accordance with specifications. If Contractor cannot resolve the problems and fulfill contract obligations in a manner and time frame agreeable to the Department, the Department shall have the option of canceling the contract effective immediately and/or deducting the cost of completion of the work from any amount due the Contractor.
5. All work under this contract is subject to inspection and acceptance by the Department. Payment will be made only for work completed and accepted. No advance payment is permitted. Work completed and accepted under this contract shall be paid for at the price bid per acre (plus applicable state and local taxes, listed separately on invoice) and shall be full and complete compensation for furnishing all labor, tools, equipment and incidentals necessary to fulfill the contract requirements in a satisfactory and proper manner.
6. Invoicing may be submitted for payment no less than every two (2) weeks during each cycle for work completed and accepted. Applicable taxes must be listed separate from price per acre on invoice. Invoicing shall be submitted to the District Office listed on the Bid Invitation.
7. Failure of Contractor to comply with any provisions of this contract may result in termination of the contract, prohibition of bidding on subsequent contracts, and other remedies provided by law. This contract is expressly subject to termination by the Department, for cause, upon giving the Contractor 30 days notice of intent, with reasons, to terminate.
8. Successful bidder is responsible for paying all involved employees, subcontractors, suppliers, and any applicable tax entities (State of Arkansas, city, county, etc.) in a prompt and timely manner.
9. This contract may be extended, at the original bid prices, upon the Department’s giving written notice to Contractor of desire to extend and receiving the Contractor’s agreement to the extension. Expiration date of any extension shall be the anniversary date of the original award. Extension may be made on an annual basis, not to exceed the maximum number of extensions permitted by State Law.
10. The total acreage of this contract can be increased or decreased upon the Department giving written notice to Contractor of desire to increase or decrease and receiving the Contractor’s agreement to this increase or decrease.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

NOTICE OF NONDISCRIMINATION

The Arkansas State Highway and Transportation (Department) complies with the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964 and other federal equal opportunity laws and therefore does not discriminate on the basis of race, sex, color, age, national origin, religion or disability, in admission or access to and treatment in Department programs and activities, as well as the Department's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the Department's nondiscrimination policies may be directed to James B. Moore, Jr., Section Head - EEO/DBE (ADA/504/Title VI Coordinator), P. O. Box 2261, Little Rock, AR 72203, (501) 569-2298, (Voice/TTY 711), or the following email address:

james.moore@arkansashighways.com.

This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille.

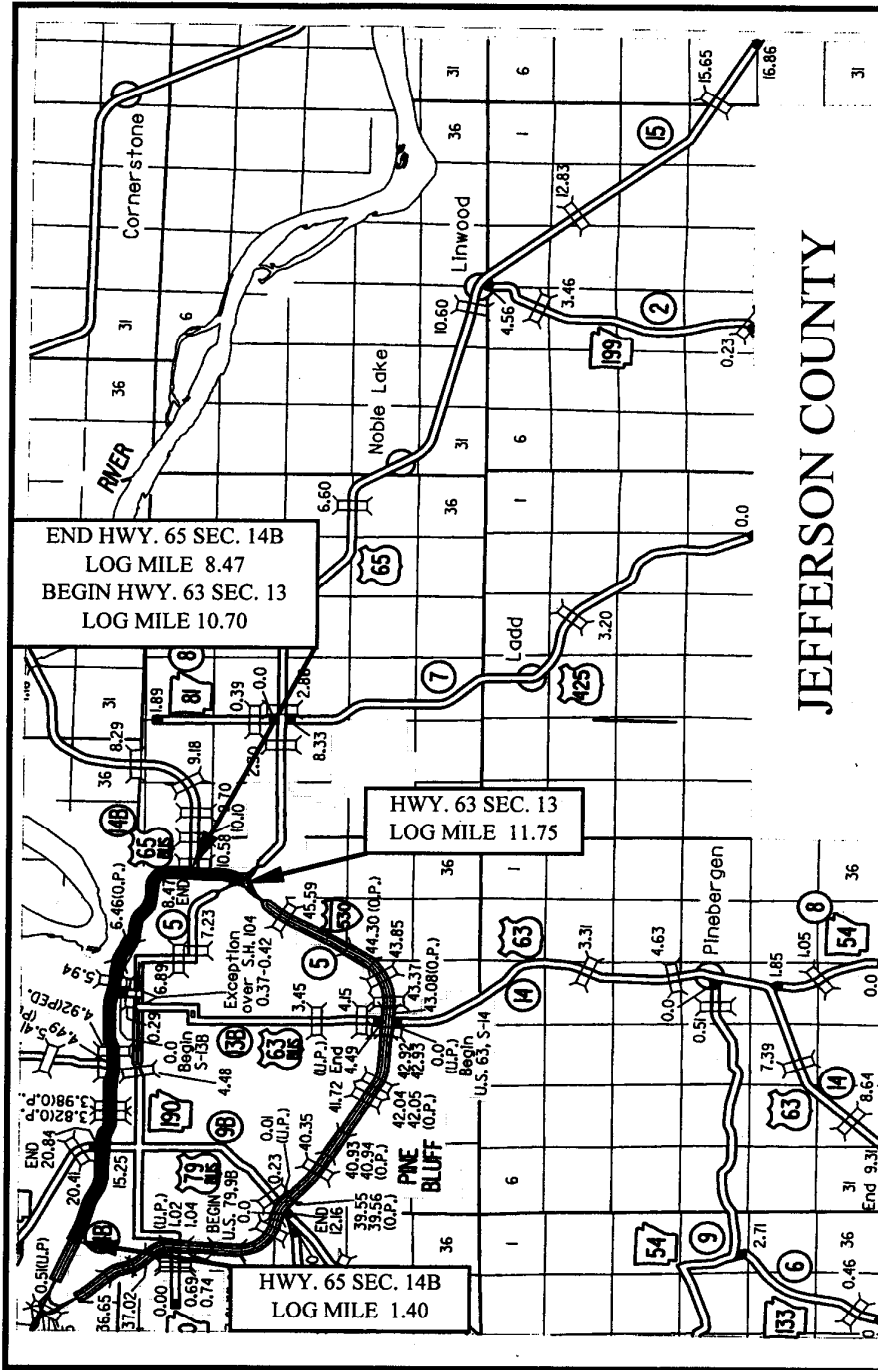
ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
 CONTRACT MOWING QUANTITY SHEET

DISTRICT 2 Job No.: _____ Inventory: _____

COUNTY	RTE SECT	BEGIN L.M.	END L.M.	FIRST/SECOND MOWING SWATH/WIDTH			ACRES EACH	THIRD MOWING SWATH/WIDTH			ACRES	LOCATION COMMENTS
				LT.	CENTER	RT.		LT.	CENTER	RT.		
JEFF. (35)	65 14B	1040	847	Var.	Variable	Var.	84.00	Var.	Variable	Var.	84.00	BEGINNING OF CURB HWY 63
JEFF. (35)	63 13	1070	1143	Var.	Variable	Var.	5.00	Var.	Variable	Var.	5.00	HWY 65B - BEGINNING OF RAMPS
JEFF. (35)	63 13	1143	1175	30	60	30	9.00	30	60	30	9.00	BEGINNING OF RAMPS - I-530
NOTES: (1) Urban acres are shaded, italicized, and bold type. (2) Urban Acres for Mowing and Trimming are figured from Right-of-Way to Right-of-Way and includes all grass mediums. (3) Urban Acres include trimming around all Control Access Fence and shall be performed concurrently with the mowing operation. (4) Litter Pickup shall be coordinated with the Engineer for each cycle. The Engineer may waive a Litter Pickup Cycle if litter in an area has previously been picked up by other litter groups prior to the beginning of a mowing cycle. (5) No payment will be made for litter pickup in a location which has been waived by the Engineer.												
			8.12									

ACRES FIRST MOWING 98.00
 ACRES SECOND MOWING 98.00
 ACRES THIRD MOWING 98.00
 TOTAL ACRES 294.00

JOB NO.:
 JOB NAME: Martha Mitchell Expressway - South Terminal Interchange (Pine Bluff)
 ROUTES: 63, and, 65B SECTIONS: 13, and 14B
 COUNTIES: Jefferson (35)



VICINITY MAP

JOB NO.:
 JOB NAME: Martha Mitchell Expressway - South Terminal Interchange (Pine Bluff)
 ROUTES: 63, and 65B SECTIONS: 13, and 14B
 COUNTY: Jefferson (35)

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SPECIAL PROVISION
REMOVAL AND DISPOSAL OF LITTER
AND
MOWING AND TRIMMING OF HIGHWAY RIGHT-OF-WAY
FOR DIVIDED HIGHWAYS

DESCRIPTION: This work shall consist of removal and disposal of litter and the mowing and trimming of the highway rights of way for vegetation control. The Contractor shall provide all labor, equipment, and materials to accomplish the removal and disposal of litter and the mowing and trimming for one growing season of the designated areas in accordance with these specifications, plans and as directed by the Engineer. The Engineer is the District Engineer or their authorized representative. A mowing cycle shall be removal and disposal of litter and one complete mowing of the areas designated on the Plans.

PROJECT SCOPE: The route(s) along which work is to be performed will be designated in the contract and the project limits defined by the beginning and ending log miles. Within the limits of this project, the following areas adjacent to the main lanes and ramps shall be mowed and trimmed.

1. A normal mowing swath thirty (30) feet wide extending outward from the outside edge of the outside paved shoulder.
2. A normal mowing swath thirty (30) feet wide extending into the median from the inside edge of the inside paved shoulder. Median areas less than (90) feet in width and other areas designated on the plans shall be mowed in entirety.
3. Trimming around all fixed objects, including but not limited to guardrails, delineators, signs, culvert headwalls, bridge abutments and bridge piers, is required and shall be performed concurrently with the mowing operation.
4. The mowing of interchanges shall consist of a thirty (30) foot swath along both sides of the ramps and the crossroads between ramp intersections.
5. If transition zones in the interchanges are included in the mowing quantities, they shall be mowed as part of the 3rd mowing cycle in accordance with the plan quantities and the attached drawings.

Mowing widths will vary as necessary to accommodate the good neighbor policy, drainage etc. **All drainage areas will be mowed on the third cycle unless indicated otherwise on the contract quantity sheets.** The mowing acreage for these areas will be reflected in the mowing widths shown on the plans.

Exceptions, which are not to be mowed, may be designated by the Engineer to accommodate construction projects, wildflower blooms, lack of growth, etc. The acreage for not mowing these areas shall be deducted from the totals for payment. Additionally, the Engineer may reduce the total number of mowing cycles if growing conditions render a mowing unnecessary. If areas are designated to not be mowed or the number of cycles is reduced, removal and disposal of litter may be performed in those areas as determined by the Engineer.

EQUIPMENT: The equipment to be used on this contract shall be in good working condition and suitable for safe mowing the rights-of-way of the highway and for performing the work required under

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SPECIAL PROVISION
REMOVAL AND DISPOSAL OF LITTER
AND
MOWING AND TRIMMING OF HIGHWAY RIGHT-OF-WAY
FOR DIVIDED HIGHWAYS

this contract. Any equipment determined by the Engineer to be a hazard to highway users or unsuitable for operation on the highway right-of-way shall not be used in the work. Sufficient equipment and accessory items for efficient operation and completion of the cycle in the designated time shall be provided. All rotary-type mowers shall be equipped with skirt guards to restrict foreign objects from being thrown out of the cutting unit enclosures. Tractors shall be equipped to conform to prevailing Federal and State health and safety regulations and standards, including flashing amber lights and slow moving equipment emblems.

The use of batwing mowers shall be limited to areas of sufficient width to allow the operation of all sections of the mowers in the down position at all times. Where the width is restricted or narrow because of the location of signs or other obstructions, the use of batwing mowers is prohibited. Mowers shall not be operated with a portion of the mower deck extended into the driving lane. When a mower of any type is being moved from one site to another under its own power with the mower unit raised, the PTO shaft for the mower unit shall be disengaged.

All vehicles used on the project for litter pickup will be equipped with at least one 6-inch diameter flashing amber light, visible in all directions. Any litter not bagged or subject to being blown from the vehicle shall be covered.

REMOVAL AND DISPOSAL OF LITTER: Prior to each mowing cycle, the areas to be mowed shall be cleaned of litter and hazardous objects that might be thrown by the mowers. For the purpose of this contract, litter is defined as trash, garbage, debris and refuse of the following type: Paper, plastic, bottles, cans, wood, tires, tire parts, metal products, etc. In addition, all litter, which is revealed by the mowing operation, shall be picked up within 48 hours. **Any litter placed in bags before or after mowing shall be removed from the right of way within 24 hours of bagging. Failure to remove litter in a timely manner, as stated above, will result in liquidated damages of \$250 per day.**

All litter disposals shall be according to all local, State and Federal regulations in a permitted landfill or permitted disposal facility.

MOWING PROCEDURES: Representatives of the Department and the Contractor shall meet prior to beginning of the first mowing cycle and prior to others if necessary to review the work to be done. After the meeting, the Contractor's primary contact in all matters relating to the work will be the Area Maintenance Supervisor in each maintenance area. The Area Supervisor's telephone number will be provided.

The Contractor shall perform three scheduled mowing cycles, each to be completed as noted below:

- 1st Mowing: Between April 20th and the observed date for Memorial Day (inclusive of those days)
- 2nd Mowing: Between July 1 and July 31 (inclusive of those days)
- 3rd Mowing: Between October 1 and the day before Thanksgiving Day (inclusive of those days)

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SPECIAL PROVISION
REMOVAL AND DISPOSAL OF LITTER
AND
MOWING AND TRIMMING OF HIGHWAY RIGHT-OF-WAY
FOR DIVIDED HIGHWAYS

Each contract stands alone and is to be completed prior to the specified completion date. The Contractor shall begin work on the first cycle within ten (10) working days of issuance of a work order. The Contractor shall not begin subsequent mowing cycles until receiving approval from the Engineer or his designee. Each mowing cycle shall be completed within fourteen (14) working days of commencement of work, in a continuous operation, and shall be completed within the time period specified. **All contracts will be mowed in the same sequence as the first mowing.** A mowing cycle is considered complete when all mowing, hand trimming and litter removal are complete to the satisfaction of the Engineer.

Time is of the essence in this Contract and it is important that the work be pressed vigorously to completion. Loss will accrue to the public due to delayed completion of the mowing cycles. Where the mowing is not completed and accepted by the times specified for each mowing cycle, the sum of \$250 per day will be deducted from any money due the Contractor, not as a penalty, but as liquidated damages.

LIQUIDATED DAMAGES – RAIN DAYS: Rain days are allowed as an extension to the completion date for any day that the contractor, because of excessive rain, was not able to employ 60% of his forces for 60% of the day, or on days he was instructed by the Department not to mow because of wet conditions.

Should a Contractor have more than one mowing contract, rain days that interrupt his progress on the job he is actually working on will be counted toward the extension of time on his other contracts during that mowing cycle, until those rain days have been exhausted. In addition, rain days experienced after the mowing cycle completion date in the contract will extend the completion date if the contractor has not completed the mowing cycle.

The Contractor must contact the Area Maintenance Supervisor for determination of rain day status.

Before submitting an invoice and before moving mowers off the project or to the next route, the Contractor shall inspect the work for compliance, and then contact the Area Supervisor for a final inspection. If this inspection is not performed within two working days, the Contractor is relieved of performing any remedial work.

GENERAL REQUIREMENTS: Mowing shall be performed only during daylight hours.

For all areas designated to be mowed, the mowed vegetation shall be uniform and 4 to 6 inches in height. The Contractor shall mow only those areas that are designated. The Contractor shall mow as close as practicable to all fixed objects and hand trim vegetation around all fixed objects to a 4 to 6 inch height. Trimming shall be performed concurrently with and consistent with the pace of the mowing operation.

The Contractor shall conduct his operations in such a manner that he does not damage the existing ground areas, trees, shrubs, guardrail, signs, utilities, delineators or other structures. The Contractor shall not

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SPECIAL PROVISION
REMOVAL AND DISPOSAL OF LITTER
AND
MOWING AND TRIMMING OF HIGHWAY RIGHT-OF-WAY
FOR DIVIDED HIGHWAYS

mow during wet conditions where turf damage or rut damage would occur. In the event damage occurs to Department property as a result of mowing operations, the Contractor shall replace or repair the damaged areas or items at no cost to the State as directed by the Engineer.

On days that a Contractor cannot mow a minimum of 6 hours because of rain, that day may be considered a rain day and will extend the overall time permitted to complete the mowing cycle. The Contractor must contact the Area Supervisor for rain day status.

The operator shall straighten delineators and signs that are bent over during mowing at the time that they are damaged. Any cuttings that could restrict drainage flow shall be removed from culvert inlets at the time they are obstructed. If damaged property resulting from the Contractor's operations requires repair or replacement by the Department, the cost of such work shall be deducted from monies due the Contractor. Mowing with rotary mowers shall be in such a manner that cuttings and debris are ejected away from the roadway (See attached drawing). If debris is thrown or carried onto the paved surface by mowing or trimming operations, the Contractor shall immediately remove the debris. If the Contractor fails to immediately remove debris, the Engineer may have the debris removed by Department forces and deduct the cost of the work from monies due the Contractor.

Extreme caution and appropriate safety measures shall be taken when it is necessary for the equipment to cross the main traffic lanes. Mowers shall cross any bridge in the same direction as traffic. An escort shall be provided.

When equipment is not in use, it shall be parked or stored off the pavement or shoulder of the highway in an inconspicuous location no less than 30 feet from the edge of pavement or as directed by the Engineer. Under no circumstances shall mowers be parked or stored in median areas less than 100 feet in width.

Should a Contractor choose to sublet a job to another Contractor approval in writing is required by the Department. The Contractor performing the work must have the required proof of liability insurance and workman's compensation on file with the department. This does not alter the completion date on the contract.

ADVANCE WARNING SIGNS: The Contractor shall furnish portable signs in accordance with the Manual on Uniform Traffic Control Devices to notify the traveling public of mowing, trimming and litter removal operations. The Contractor shall place these signs along the highway during any operation involving litter removal, mowing, or trimming and shall remove them immediately after the operation ceases.

The signs used shall be diamond shaped with black letters on an orange, reflective background with a black border.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SPECIAL PROVISION
REMOVAL AND DISPOSAL OF LITTER
AND
MOWING AND TRIMMING OF HIGHWAY RIGHT-OF-WAY
FOR DIVIDED HIGHWAYS

Whenever mowers are operating, or trimming work is being done, the signs shall be a minimum size of 36" x 36", and the words on the signs shall be MOWERS WORKING AHEAD (W21-8) with a minimum letter size of five (5) inches.

When litter removal only is being done the signs used shall be a minimum size of 48" x 48", and the words on the signs shall be ROAD WORK AHEAD (W20-1) with a minimum letter size of five (5) inches. The contractor may utilize a truck mounted flashing beacon in lieu of signs.

These signs shall be mounted on the shoulder at the beginning points of the operation for both directions of travel. Signs shall be mounted so that the bottom of the sign is not less than one (1) foot above the pavement edge. Higher mounting heights are desirable. Litter removal, mowing, and trimming operations shall not extend more than five (5) miles beyond the advance warning signs. As operations advance, the warning signs shall be advanced so as to maintain the operations within five (5) miles of the advance warning signs. Additional signs may be used to extend operations.

Advance warning signs will not be measured or paid for separately, but will be considered included in the unit prices bid per acre for Removal and Disposal of Litter and for Mowing and Trimming.

SAFETY APPAREL FOR WORKERS: All workers shall be provided with high visibility safety apparel meeting the Performance Class 2 or 3 requirements of ANSI/ISEA 107-2004, "American National Standard for High-Visibility Safety Apparel and Headwear", in accordance with regulations for workers on Federal Aid Highways.

CONTRACTOR LIABILITY: The Contractor must assume full liability (not just the deductible) for hazards to traffic that might be created by the mowing operation and save harmless the Arkansas Highway Commission and the Arkansas State Highway and Transportation Department in all respects.

The Contractor shall procure and maintain at its sole cost and expense, for the life of the Contract, Workman's Compensation Insurance and General Public Liability Insurance providing bodily injury, including death, personal injury, and property damage coverage with a minimum limit of at least \$1,000,000 per occurrence and a general aggregate limit of at least \$2,000,000. Valid certificate of insurance including name of insurance agent and agent's phone number must be furnished to the Department's Procurement office within 10 days of notice of award of the contract if not already on file. Failure to provide such certification in a timely manner will result in cancellation of award and/or forfeiture of bid bond. The contractor will not be permitted to work until proper certification has been provided to the Department. Each policy or its declaration pages shall provide that the policy shall not be materially changed or canceled until the Department has been given at least 30 days advance notice in writing. If any policy is canceled during the duration of the work, a satisfactory replacement policy shall be in force, with notice and evidence of insurance to the Department, prior to the effective date of cancellation of the former policy.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SPECIAL PROVISION
REMOVAL AND DISPOSAL OF LITTER
AND
MOWING AND TRIMMING OF HIGHWAY RIGHT-OF-WAY
FOR DIVIDED HIGHWAYS

Additionally, failure to furnish notice of cancellation or change in the policy will result in the temporary suspension of work. The temporary suspension shall remain in effect until the Department receives proof of the required insurance. If no proof of insurance is received within 10 days of the Suspension Order, the Contract will be subject to termination. Days lapsed under the temporary suspension will not extend the time periods specified in the Contract for completion of the work.

The Contractor must furnish the Engineer the name, address and phone number of the person to be contacted in case of damage to vehicles or other property caused by the Contractor’s operations. This information and the Contractor’s insurance agent may be provided to claimants who contact the Department with an alleged claim.

QUALIFICATION PROVISION FOR AWARD: Contractors who are apparent low bidders will be notified and will be required to submit a list of available or planned mowing equipment to assure that adequate resources are available to complete the contract in the allotted time. Equipment resources will be evaluated by the Department prior to award based on the following performance:

6’ Bush hog	45-55 HP	12 Acres/Day
15’ Bush hog	55-75 HP	24 Acres/Day

Contract award will be based on the capacity of the contractor to perform the work within the specified contract time. **The Department will not award additional contract(s) to any bidder who has not completed all current jobs within the specified period allotted for each cycle or is in liquidated damages on any mowing project. Any contractor who has not started mowing at least by the completion date on a contract will be placed in default status. Rain days will be considered in the determination of completion date and liquidated damages.** Projects not awarded will go to the next lowest bidder.

DEFAULT AND TERMINATION OF CONTRACT: The Engineer may give written notice of delay, neglect, or default to both the Contractor and the Surety if the Contractor:

Fails to perform work according to these specifications, or

Fails to begin work within the time specified, or

Fails to perform the work with sufficient resources to assure timely completion, or

Fails to perform the work in accordance with the contract requirements or neglects or refuses to correct rejected or unacceptable work, or

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SPECIAL PROVISION
REMOVAL AND DISPOSAL OF LITTER
AND
MOWING AND TRIMMING OF HIGHWAY RIGHT-OF-WAY
FOR DIVIDED HIGHWAYS

Discontinues the prosecution of the work without authority, and/or fails to resume work that has been discontinued within a reasonable time after notice to do so, or

If at any time the sum of liquidated damages exceeds the total contract price, the contractor shall be deemed in default and the rights of the contractor to perform the contract terminated. It is agreed that said liquidated sum is not a penalty and shall be used for reimbursement to the Department for extended inspection and contract administration.

For any other cause whatsoever does not carry on the work in an acceptable manner.

If a Contractor defaults or quits a contract, he/she will not be allowed to bid on another Department mowing project for a period of twelve months.

METHOD OF MEASUREMENT: Quantities for Mowing and Trimming and Removal and Disposal of Litter, as shown on the Plans and in the Proposal shall be considered as final quantities and no further measurements will be made unless modified by the Engineer, as described above, or upon evidence furnished by the Contractor, substantial variations exist between quantities shown on the plans and actual quantities. Each mowing cycle will be measured separately.

Removal and Disposal of Litter quantities will be the same quantities on the Plans and in the Proposal designated for Mowing and Trimming. Removal and Disposal of Litter shall include the removal of litter before each mowing cycle (and after as necessary) within the designated mowing areas and the approved disposal of the litter. Quantities for Removal and Disposal of Litter will be measured separately for each mowing cycle.

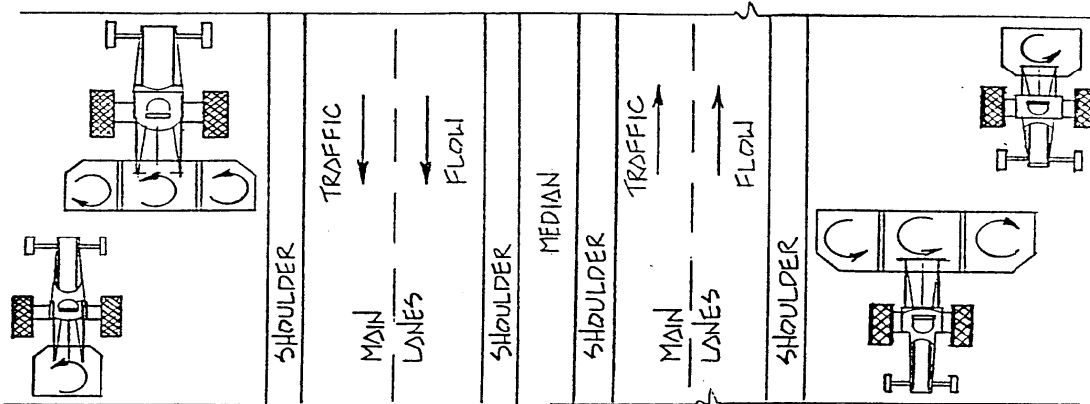
BASIS OF PAYMENT: Work completed and accepted under this item and measured as provided above will be paid for at the contract unit price bid per acre for Mowing and Trimming and for Removal and Disposal of Litter which shall be full compensation for mobilization, furnishing all labor, equipment, tools, materials, and incidentals necessary to complete the work. Partial payments shall be made at two-week intervals for work performed and accepted during the preceding two weeks.

Payment will be made under:

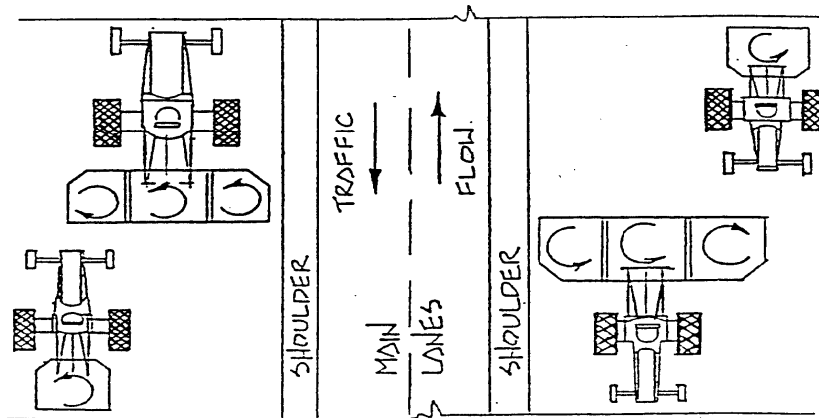
ITEM	PAY UNIT
Removal and Disposal of Litter	Acre
Mowing and Trimming	Acre

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SPECIAL PROVISION
REMOVAL AND DISPOSAL OF LITTER
AND
MOWING AND TRIMMING OF HIGHWAY RIGHT-OF-WAY
FOR DIVIDED HIGHWAYS

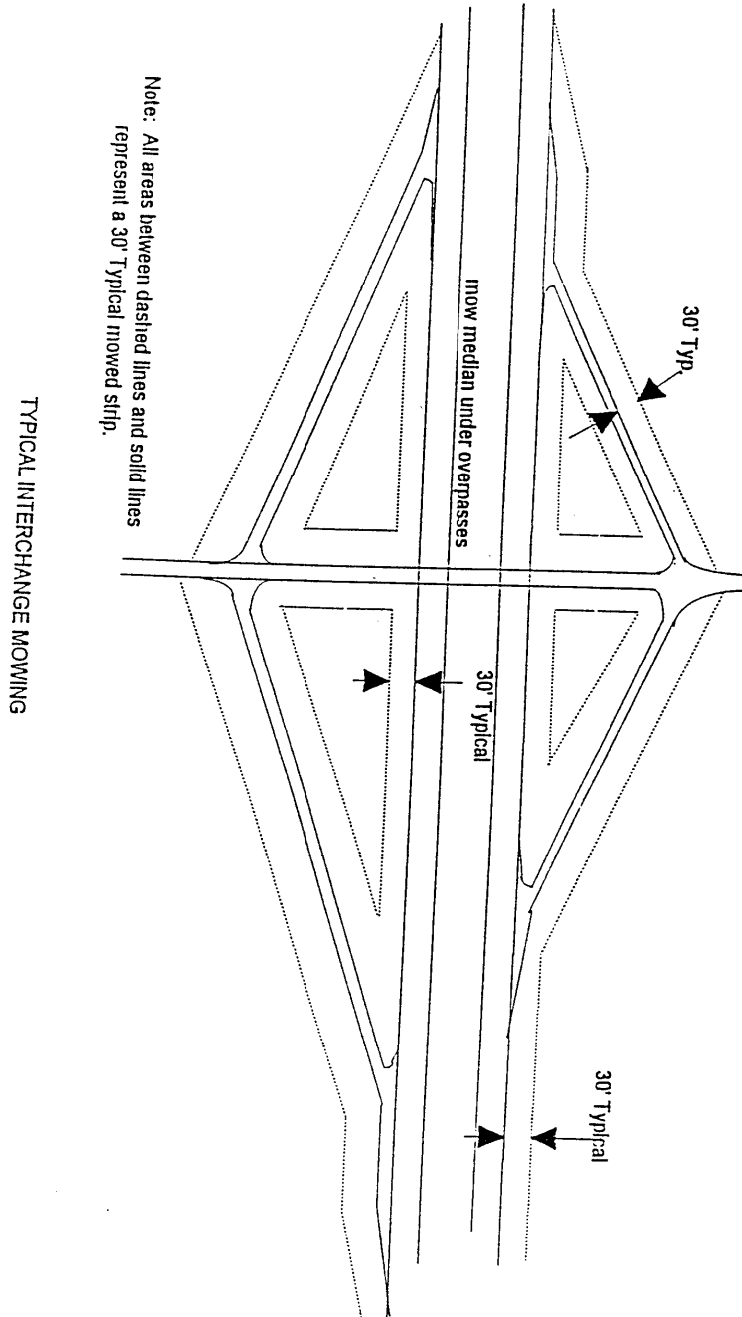
FOUR LANE DIVIDED



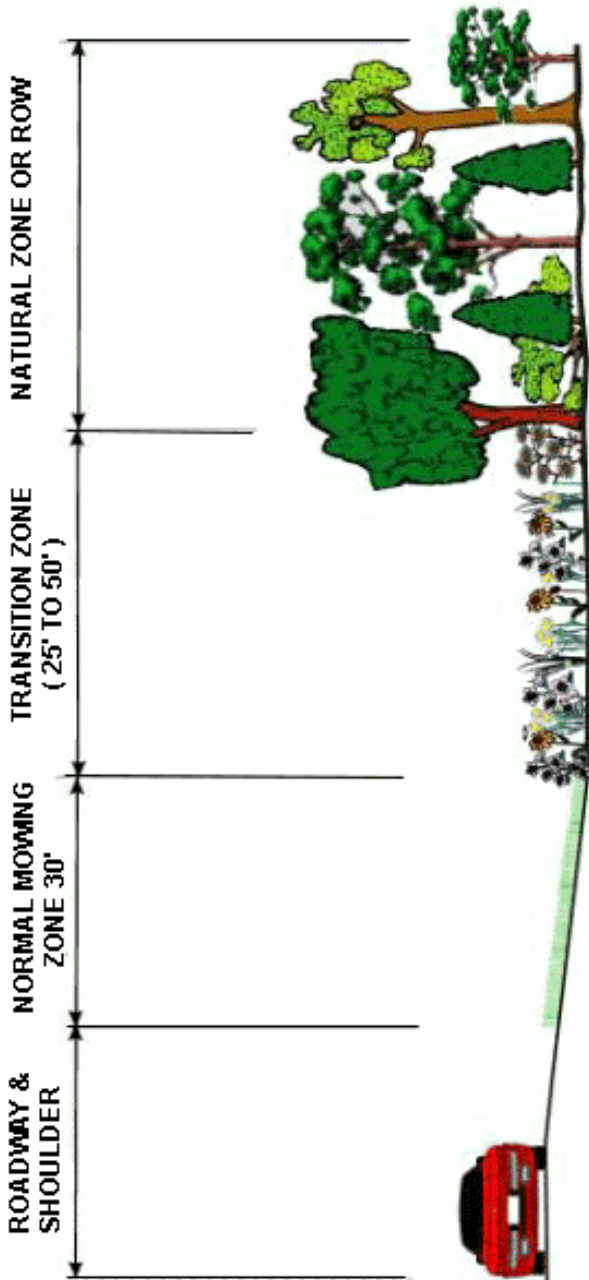
TWO LANE NONDIVIDED



ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SPECIAL PROVISION
REMOVAL AND DISPOSAL OF LITTER
AND
MOWING AND TRIMMING OF HIGHWAY RIGHT-OF-WAY
FOR DIVIDED HIGHWAYS

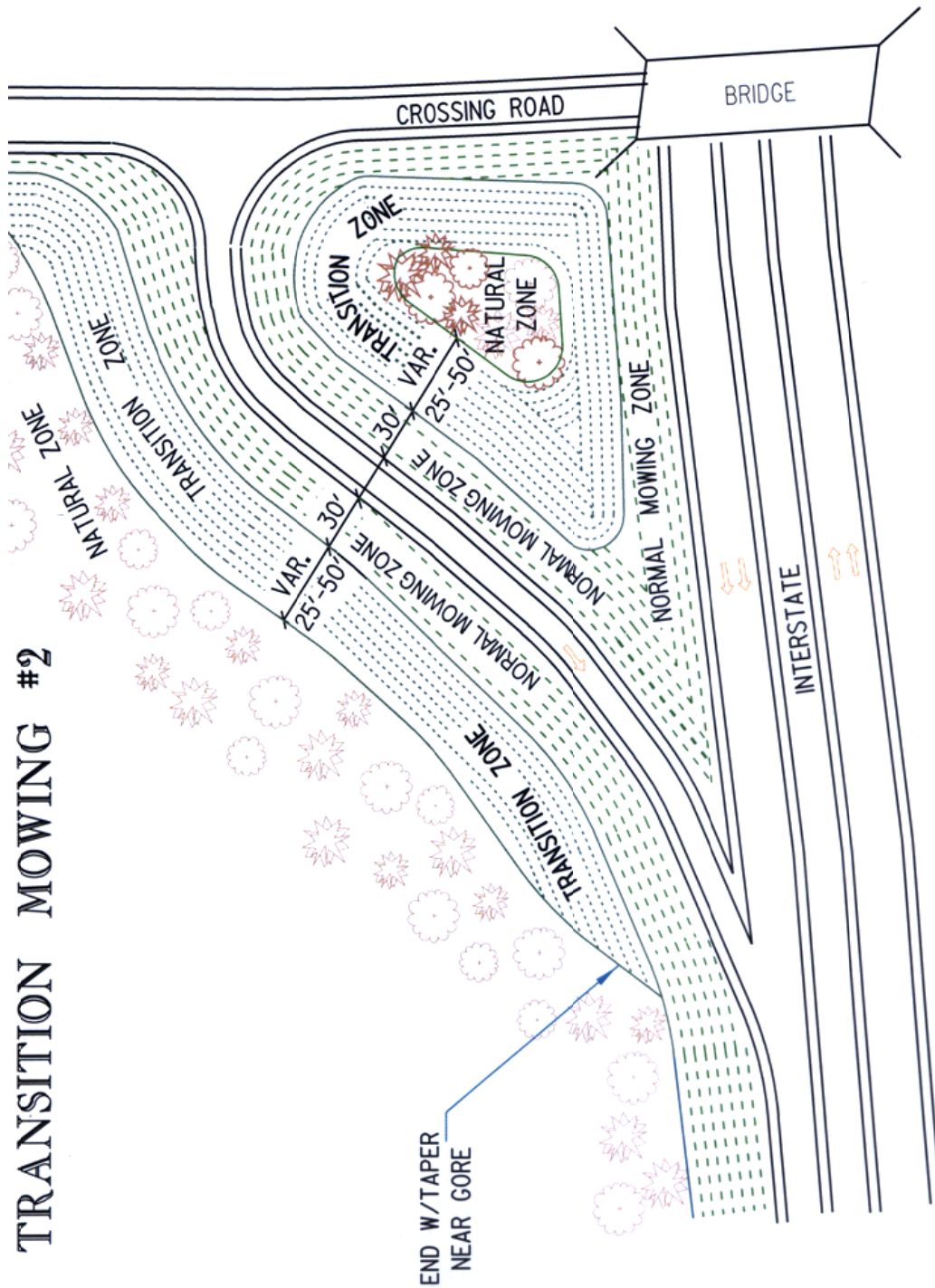


ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SPECIAL PROVISION
REMOVAL AND DISPOSAL OF LITTER
AND
MOWING AND TRIMMING OF HIGHWAY RIGHT-OF-WAY
FOR DIVIDED HIGHWAYS



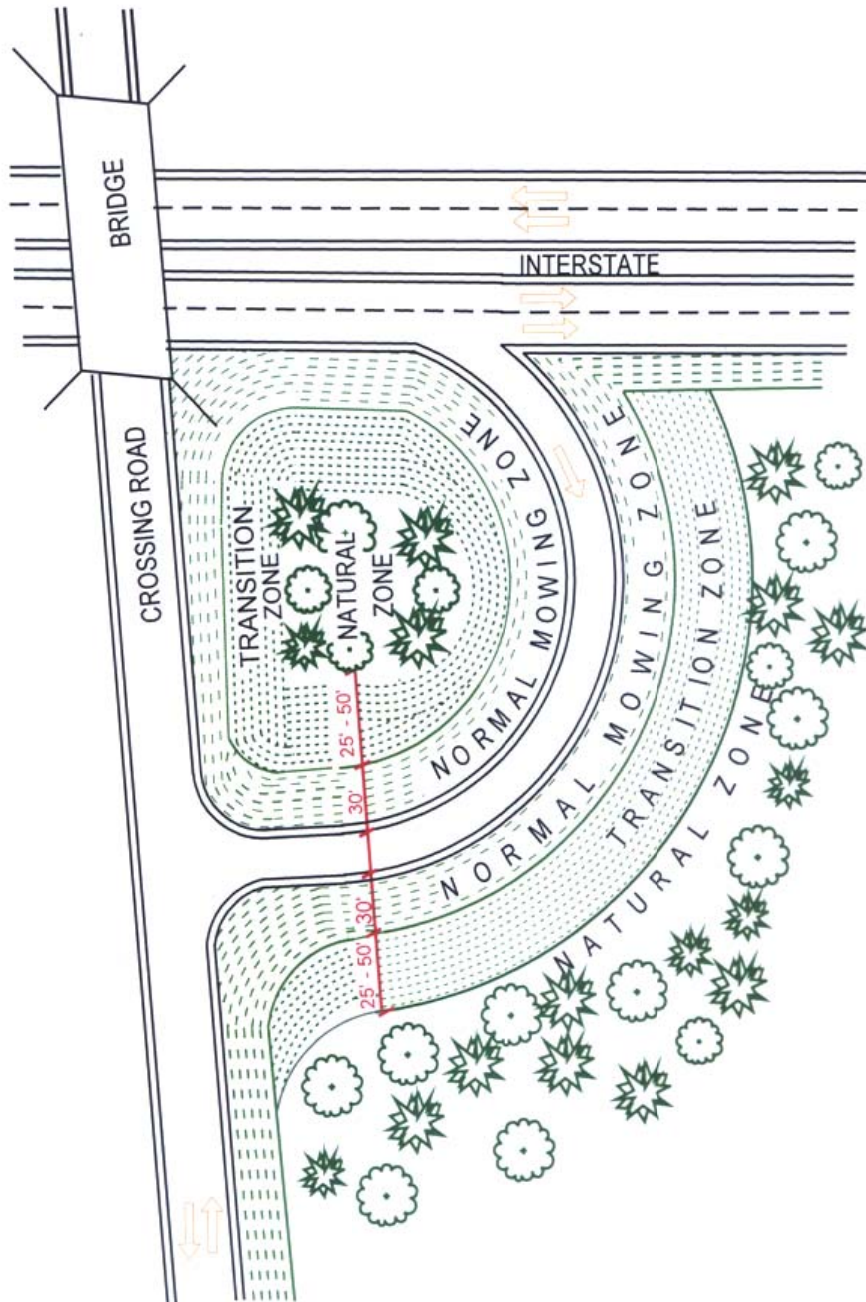
TRANSITION MOWING # 1

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SPECIAL PROVISION
REMOVAL AND DISPOSAL OF LITTER
AND
MOWING AND TRIMMING OF HIGHWAY RIGHT-OF-WAY
FOR DIVIDED HIGHWAYS



ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SPECIAL PROVISION
REMOVAL AND DISPOSAL OF LITTER
AND
MOWING AND TRIMMING OF HIGHWAY RIGHT-OF-WAY
FOR DIVIDED HIGHWAYS

TRANSITION MOWING #3



Arkansas State Highway and Transportation Department
Right-of-Way Mowing Contracts
Qualifying Your Bid

Qualifying Your Bid. If you are capable of handling the contracts on which you are bidding, and will accept award of any number from none to all on which you bid, you do not need to qualify your bid. This means that you will be awarded all contracts on which you are the low bidder, if you have sufficient equipment and provide proof of required insurance coverage. However, if you fail to honor your bid price and provide proof of insurance on all jobs on which you are the low bidder and have sufficient equipment to perform, your Bid Bond will be forfeited. If you must limit the number of contracts on which you will accept award, regardless of the number on which you submit bids, it may be to your advantage to qualify your bidding as outlined below. Doing so will allow us to award contracts according to the capabilities of bidders without forfeiture of Bid Bonds. You may qualify your bid as follows:

(1) You may bid on several contracts in hopes of being the low bidder on at least one or some, but not all. For example, you can handle only two of six jobs in which you are interested, but you want to bid on all six to increase your chances of being the low bidder on at least two. To qualify your bid in this manner, you must state the following on the Bid Invitation for every job you bid: **“Will accept award of no more than two mowing contracts.”** (You may specify any number.) This wording means you will accept award on one or two jobs (or whatever number you specified), but no more, regardless of how many on which you were the low bidder.

(2) You may bid on several contracts and indicate that a certain number must be awarded for you to accept award. For example, you can handle all five jobs in which you are interested, but you must receive award on at least two of those jobs to be able to afford your equipment. To qualify your bid in this manner, you must state the following on the Bid Invitation for every job you bid: **“Will accept award of no less than two mowing contracts.”** (You may specify any number.) This wording means you will accept award of a minimum of two jobs (or whatever number you specified) up to as many as you bid; you will receive no award if you are low bidder on less than the number you specified.

(3) You may bid a combination of (1) and (2). For example, you can handle four jobs, but must be awarded at least two, and you are going to bid several to increase your chance of being the low bidder. To qualify your bid in this manner, you must state the following on the Bid Invitation for every job you bid: **“Will accept award of no less than two nor more than four mowing contracts.”** (You may specify any numbers.) This wording means that you will accept award on a minimum of two and a maximum of four jobs (or whatever numbers you specified), regardless of how many on which you were the low bidder.

(4) You may qualify your bids in such a way that you will accept award only if all the contracts on which you bid are awarded to you. (See Condition 5 on reverse side of the Bid Invitation.) To qualify your bid in this manner, you must write **“All or None”** on the Bid Invitation for every job you bid. This means that you will accept award of no less than all of the contracts on which you submitted bids; if all of your bids are not awarded to you by AHTD, you will receive no award, even if you are the lowest bidder on some.