

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

NOTICE OF NONDISCRIMINATION

The Arkansas State Highway and Transportation Department (Department) complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, the Department does not discriminate on the basis of race, sex, color, age, national origin, religion or disability, in the admission, access to and treatment in the Department's 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 Joanna P. McFadden 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:

Joanna.Mcfadden@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
Equipment & Procurement Division
CONTRACT FOR REMOVAL AND DISPOSAL OF LITTER

Contract No. [H-15-206R](#)

I. DEFINITIONS:

The Arkansas Highway and Transportation Department will hereinafter be referred to as the "Department". "Engineer" refers to the District Engineer or designee of the Arkansas Highway and Transportation Department.

"Litter" as used herein is defined as trash, garbage, debris and refuse, including but not limited to paper, plastic, bottles, glass, metal, cans, wood, wire, tires, tire parts, metal products, etc. Dead animals or damaged signs within the right-of-way are excluded from the agreed scope of work and the definition of litter herein, but should be promptly reported by the contractor to District personnel.

II. STATEMENT OF SERVICES TO BE PERFORMED:

Services performed shall be in accordance with the attached specifications made a part of this agreement. Services may be modified in content or procedures by mutual agreement between the Department and the Contractor as long as safety is not compromised and total annual costs remain within the purchase order dollar limit set by the Department.

III. TERM AND PURCHASE ORDER AMOUNT:

This Contract for removal and disposal of litter shall be for a period of one year with an option to renew for six (6) additional one year periods based upon mutual agreement of both parties. The successful bidder is required to perform a minimum of 6,000 hours of work. The Department reserves the right to limit any hours worked above the stated minimum, and to terminate litter pickup activity for the remainder of the contract term once the total aggregate sum allocated to the contract is reached.

IV. PAYMENT FOR SERVICES:

The Department shall pay for services rendered within thirty (30) days from receipt of a proper and adequately documented invoice prepared and submitted by the Contractor. Payment for services performed shall be billed semi-monthly and be limited to the actual man-hours worked as supported by copies of the actual time sheets attached to the billing document. Billing must be at the hourly rate of pay bid for this contract without any add-ons of any kind. As agreed herein the hourly rate paid shall be full compensation for furnishing all labor, equipment, and incidentals necessary to complete the work. Payments will be made after completion of assigned work to the satisfaction of the Engineer. When the final billing for work is submitted, the Department will audit applicable books of the Contractor. If it is determined an error was made in the semi-monthly invoices or payments resulting in an overpayment or underpayment, an appropriate adjustment shall be made to the final billing or to the total price of the succeeding contract at the option of the Department.

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1. **DESCRIPTION:** This specification shall govern the pick-up and proper disposal by the Contractor of the defined items of litter disposed onto the highway right-of-way (excluding the roadway surface) as described herein and/or directed by the engineer.
2. **SCOPE OF WORK:** The Arkansas Highway and Transportation Department and the Contractor hereby mutually agree and covenant that in exchange for the Contractor furnishing and providing all labor, equipment, and incidentals necessary for the removal and disposal of litter the Department agrees to pay and Contractor agrees to accept as payment in full the compensation set forth below.

The Contractor will be required to pick up all litter from the highway right-of-way to the satisfaction of the Engineer at locations designated by the Department's District personnel. These locations will be limited to highway right-of-ways in or near **Crawford and Sebastian Counties**.

The accumulated litter shall be disposed of by the Contractor at an appropriate and lawful disposal site. For informational purposes only, the Contractor shall maintain and provide to the Department, upon request, a record of the cubic yards of trash removed from the highways.

The Contractor shall inspect the work site for unsafe conditions and furnish all necessary safeguards for the work site.

The Contractor shall be responsible for placement of all traffic warning devices necessary to ensure the safety of the traveling public and for compliance with the Manual on Uniform Traffic Control Devices (M.U.T.C.D.).

3. **EQUIPMENT:** The Contractor will furnish all incidentals for performing the work including but not limited to, tools, hats, safety vests, gloves, equipment for transportation to and from the work area, equipment for hauling and disposing of litter, and all other safety materials or devices (excluding traffic cones) necessary to perform the work in a safe and orderly manner.

Safety cones, as may be required to notify, alert and protect the traveling public, will be furnished by the Department. At the conclusion of the term of the Purchase Order, the equipment shall be returned to the Department. The Contractor shall reimburse the Department for any loss or damage except that which is due to weather or normal wear. Reimbursement to the Department will be accomplished by making deductions from money due the Contractor. Reimbursement for the cones will be made at the prevailing current cost to the Department.

4. **MEASUREMENT:** The unit of measurement for pick-up of litter will be by hour expended at the location designated by a representative of the Department.

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5. **METHOD OF OPERATION:** Prior to beginning operations, a meeting between representatives of the Department and the Contractor will be called by the Engineer if he feels additional guidance is necessary or has questions about the Contractor work plan or procedures. The Contractor will confine all operations to daylight hours with no work performed on Sundays or state-observed holidays unless otherwise authorized by the Engineer.

The Contractor shall observe and comply with all Federal, State, and local laws, safety and health regulations, ordinances, and all ordinances and regulations, which in any manner affect the conduct of the work. All equipment operating on the State right-of-way shall be licensed in accordance with the laws of the State of Arkansas.

The Department will notify the Contractor by issuance of a work order, minute order or purchase order, to begin operations on the agreeable date. In the event the Contractor does not begin operations on the agreed date, the Department has the option of performing the work in any manner deemed necessary.

All operations must meet the approval of the Department. Failure by the Contractor to satisfactorily perform the work as herein specified shall be cause of immediate suspension of the work and possible cancellation of the Purchase Order by declaration of default after review by the Department. Upon suspension of the work, the Department shall have the option of performing the work with its own forces during the interim period pending final resolution.

The Contractor will not be permitted to assign, sell, transfer, or otherwise dispose of the Purchase Order or any portion, thereof, or his rights, title or interest therein. The Contractor will not be permitted to sublet any portion of the Purchase Order without prior AHTD written consent.

The Department shall have the right to audit the applicable books and records of the Contractor during the hours of the normal workday.

6. **DAMAGES:** The Contractor agrees to accept full responsibility for any and all damages, including damage to state property as a result of operations. The Contractor further agrees to promptly repair any such damages in accordance with the Department's instructions.
7. **CERTIFICATE OF INSURANCE:** Prior to the beginning of work, the Contractor shall provide the Department with the Contractor's Certificate of Insurance. Such coverage shall be kept in effect during the full term of the Agreement. The Contractor shall be responsible for any deductions stated in the policy.

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8. **LIABILITY:** The Contractor agrees to save harmless the Department from any and all claims and liability due to the acts of the Contractor's employees and the operation of their equipment. The Contractor also agrees to save harmless the Department from any and all expenses, including attorney fees, incurred by the Department in litigation or otherwise resisting such claims or liabilities as a result of the Contractor's employees' activities.

Further, the Contractor agrees to protect, indemnify and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employees of the Contractor against the Department due to personal injuries and/or death to such employee from any alleged negligent act, by either commission or omission on part of the Contractor or the Department.

9. **VEHICLE PARKING:** When the vehicle is stopped, it is to be parked off the roadway shoulder as to not block any lanes of traffic. A large 28" traffic cone is to be placed directly behind the parked vehicle to give warning to the traveling public. The cone is to be placed within 50 feet of the vehicle, off the primary roadway surface and not block any lanes of traffic. It is to be situated in a position where it is easily visible to the passing traffic to warn of work in progress, yet not in a position so it will be easily knocked over or blown down. The cone is to be picked up prior to moving the vehicle or when work is not in progress. While the vehicle is moving slowly (to pick up litter bags, slowing to park or when starting from a parked position) flashing hazard lights or a flashing beacon is to be used.