

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-17-291H

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.

ATTACHMENT A

ELIGIBLE BIDDER CERTIFICATION

The Bidder represents and warrants for itself, its employees and its subcontractors and certifies they:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding thus Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph two (2) of this Certification;
4. Have not within a one-year period preceding this application/Bid had one or more public transactions (Federal, State, or local) terminated for cause or default; and

The Bidder represents, warrants and acknowledges the understanding that restrictions placed on the employment of labor or on the scale of pay for the work on a contract will be the requirements of the Fair Labor Standards Act (Federal Wage-Hour Law) of 1938, 28 USC §201 et seq., and other applicable labor laws.

The person executing this Certification further represents, warrants and affirms the truthfulness and accuracy of the contents of the statements submitted on or with this Certification and understands that the provisions of 31 USC §3801 et seq. are applicable thereto.

BIDDER NAME

BY: _____

Signature

TITLE: _____

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SUBCONTRACTOR NAME: _____

Yes No

IS THIS FOR:

Goods? Services? Both?

TAXPAYER ID NAME: _____

FIRST NAME: _____

M.I.: _____

ADDRESS: _____

STATE: _____

ZIP CODE: _____

COUNTY: _____

AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:

FOR INDIVIDUALS*

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse is a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark (✓)		Name of Position of Job Held (senator, representative, name of board/ commission, data entry, etc.)	For How Long?		What is the person(s) name and how are they related to you? (i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.)	Relation
	Current	Former		From MM/YY	To MM/YY		
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							

None of the above applies

FOR AN ENTITY (BUSINESS)*

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (✓)		Name of Position of Job Held (senator, representative, name of board/ commission, data entry, etc.)	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?		
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Ownership Interest (%)	Position of Control
General Assembly								
Constitutional Officer								
State Board or Commission Member								
State Employee								

None of the above applies

Contract and Grant Disclosure and Certification Form

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.
2. I will include the following language as a part of any agreement with a subcontractor:

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.
3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

Signature _____	Title _____	Date _____
Vendor Contact Person _____	Title _____	Phone No. _____

<small>Agency Use Only</small>			
Agency Number _____	Agency Name _____	Agency Contact Person _____	Contact Phone No. _____
			Contract or Grant No. _____

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

Southern Mowing Zone

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. Generally the first and second mowing shall consist of a swath ten feet wide extending from the outside edge of the outermost paved surface. The third mowing shall consist of a swath 30 feet wide extending from the outside edge of the outermost paved surface, or to the right-of-way or non-mowable, well established vegetation line.

Mowing widths will vary as necessary to accommodate the good neighbor policy, drainage etc. . . . **All drainage areas will be mowed on the second cycle unless indicated otherwise on the contract quantity sheets. Intersections will be mowed for sight distance on each mowing cycle.** 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 will 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 safely mowing the rights-of-way of the highway and for performing the work required under 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 within the specified time period 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

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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 shall be equipped with at least one operational 6-inch diameter flashing amber light, visible from 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 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 disposal shall be in accordance with all local, State and Federal regulations and 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 Maintenance Supervisor's office telephone number will be provided.

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

1st Mowing: Between April 1 and May 10

2nd Mowing: Between June 15 and July 24

3rd Mowing: Between October 1 and the day before Thanksgiving Day (inclusive of those days)

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, but no earlier than the specified beginning dates unless specifically approved by the Engineer. 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 periods specified.

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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 end of 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 not be counted toward the extension of time on his other contracts during that mowing cycle.

The Contractor must contact the Area Maintenance Supervisor for determination of rain day status. Any appeal of time charges shall be made to the district Engineer in writing, within 30 days of submitting the invoice for payment.

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 Maintenance Supervisor for a final inspection. The contract day count will end when the contractor contacts the Area Maintenance Supervisor for a final inspection. If remedial work is required, the day count will continue until all work is completed. If this inspection is not performed by the Area Maintenance Supervisor within two working days, the Contractor is relieved of performing any remedial work in the section not inspected. Failure to contact the area Maintenance Supervisor can be used as grounds for not renewing the contract the following mowing season.

GENERAL REQUIREMENTS: Mowing shall be performed only during daylight hours. Daylight hours are between civil sunrise and civil sunset. Failure to conform to this is considered a major safety violation and the contractor will be penalized one day of Liquidated Damages. A second major safety violation will result in suspension of work.

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

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these requirements shall be considered a major safety violation and the contractor will be penalized one day of Liquidated Damages. A second major safety violation will result in suspension of work.

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 mow in conditions so wet that 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. Failure to perform any remedial work as a result of the contractor's operations within 30 days of written notification will result in the contractor being placed in default.

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.

Should a Contractor choose to sublet a job or portion of a job to another Contractor, the Department's approval, in writing, is required. The contractor subletting the work must perform a minimum of 40 % of the work specified in the contract. The Contractor performing the work must have the required proof of liability insurance and workman's compensation insurance on file with the Department. Such approved subletting of work does not alter the completion dates specified in the Contract.

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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.

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 36" x 36", and the words on the signs shall be ROAD WORK AHEAD (W20-1) with a minimum letter size of five (5) inches.

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. The contractor's signs shall not be mounted to existing Department sign assemblies or supports. 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 after 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. Failure to wear safety apparel while working on the right of way is considered a major safety violation and the contractor will be penalized one day of Liquidated Damages. A second major safety violation will result in suspension of work.

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 and its employees in all respects.

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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.

Additionally, failure to furnish written notice, 30 days in advance, of cancellation or change in the policy, during any mowing cycle, will result in the termination of the Contract and the Contractor will be placed in default status.

The Contractor must furnish the Engineer with 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.

PUBLIC RELATIONS AND CONTRACTOR'S RESPONSIBILITIES: Work on State highways may occasionally require contact with the traveling public, adjacent property owners, etc. When work is being performed on a contract, there must be a representative of the Contractor on site that can converse with the traveling public and Department personnel. It is required that such contacts be at all times courteous and professional. Rude, vulgar behavior and language by the Contractor, Contractor's employees and subcontractors toward these individuals and Department employees shall not be tolerated.

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 for the Department to determine if adequate resources are available to complete the Contract within the time periods specified. 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

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Contract award will be based on the capacity of the contractor to perform the work within the time periods specified in the Contract. 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 to the apparent low bidders may be awarded 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 at the appropriate time within the time period 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

 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 for the particular mowing cycle, 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 is defaulted or quits a contract, or has a principal who is also principal of any firm, partnership, or corporation which has defaulted on another Contract, the Contractor, principal or persons previously working with said principal or Contractor 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

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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

Mowing Summary

Acerage By Route/Section	Hwy 79 Sec 1	Hwy 82 Sec 3	Hwy 371 Sec 6	Hwy 371 Sec 7	Totals
1st & 2nd Cycle	65.67	44.04	48.35	58.55	216.61
3rd Cycle	115.53	92.15	76.19	138.3	422.17

Acres By County	Columbia
1st & 2nd Cycle	216.61
3rd Cycle	422.17

Acres By City	Magnolia	Taylor
1st & 2nd Cycle	6.3	2.72
3rd Cycle	12.6	2.72

Tax Rates	Percentage
Arkansas	6.50%
Columbia County	1.50%
Magnolia	2.375%
Taylor	2.00%

**ARKANSAS HIGHWAY AND TRANSPORTATION DEPARTMENT
CONTRACT MOWING QUANTITY SHEET**

DISTRICT 7

COUNTY	RTE	SECT.	BEGIN L.M.	END L.M.	FIRST/SECOND MOWING SWATH/WIDTH			ACRES EACH	THIRD MOWING SWATH/WIDTH			ACRES	LOCATION COMMENTS
					LT	MEDIAN	RT		LT	MEDIAN	RT		
COLUMBIA	79	1	0.00	0.40	10	0	10	0.97	30	0	20	2.42	LOUISIANA STATE LINE
COLUMBIA	79	1	0.40	2.40	10	0	10	4.85	30	0	30	14.55	LOG YARD DRIVEWAY
COLUMBIA	79	1	2.40	3.20	10	0	10	1.94	40	0	40	7.76	BRIDGE LM 2.43 THRU BOX LM 2.73
COLUMBIA	79	1	3.20	4.90	10	0	10	4.12	30	0	30	12.36	COLUMBIA COUNTY ROAD 26
COLUMBIA	79	1	4.90	6.20	40	0	40	12.61	40	0	40	12.61	THROUGH CITY OF EMERSON
COLUMBIA	79	1	6.20	7.50	40	0	40	12.61	40	0	40	12.61	COLUMBIA COUNTY ROAD 210
COLUMBIA	79	1	7.50	7.90	10	0	10	0.97	20	0	20	1.94	END AT BOX CULVERT LM 7.9
COLUMBIA	79	1	7.90	8.50	10	0	10	1.45	30	0	20	3.64	BEGIN AT BOX CULVERT LM 7.9
COLUMBIA	79	1	8.50	9.00	10	0	10	1.21	10	0	20	1.82	NORTH END OF BRIDGE
COLUMBIA	79	1	9.00	9.10	10	0	10	0.24	10	0	10	0.24	COLUMBIA COUNTY ROAD 8
COLUMBIA	79	1	9.10	10.00	10	0	10	2.18	20	0	20	4.36	COLUMBIA COUNTY ROAD 48
COLUMBIA	79	1	10.00	10.50	10	0	10	1.21	10	0	10	1.21	COLUMBIA COUNTY ROAD 407
COLUMBIA	79	1	10.50	12.32	10	0	10	4.41	20	0	20	8.82	COLUMBIA COUNTY ROAD 83
COLUMBIA	79	1	12.32	15.70	10	0	10	8.19	10	0	20	12.29	BOX CULVERT LM 12.32
COLUMBIA	79	1	15.70	15.90	10	0	10	0.48	10	0	10	0.48	COLUMBIA COUNTY ROAD 427
COLUMBIA	79	1	15.90	16.10	10	0	10	0.48	20	0	20	0.97	COLUMBIA COUNTY ROAD 30
COLUMBIA	79	1	16.10	16.50	10	0	10	0.97	30	0	30	2.91	BRIDGE LM 16.16
COLUMBIA	79	1	16.50	16.70	10	0	10	0.48	40	0	40	1.94	JUNCTION HWY 79B
COLUMBIA	79	1	16.70	17.40	10	0	10	1.70	30	0	30	5.09	MAGNOLIA CITY LIMITS - SOUTH
COLUMBIA	79	1	17.40	18.00	10	0	10	1.45	30	0	30	4.36	END AT LM 18.00 SIGN
COLUMBIA	79	1	18.00	18.26	50	0	50	3.15	50	0	50	3.15	WALMART

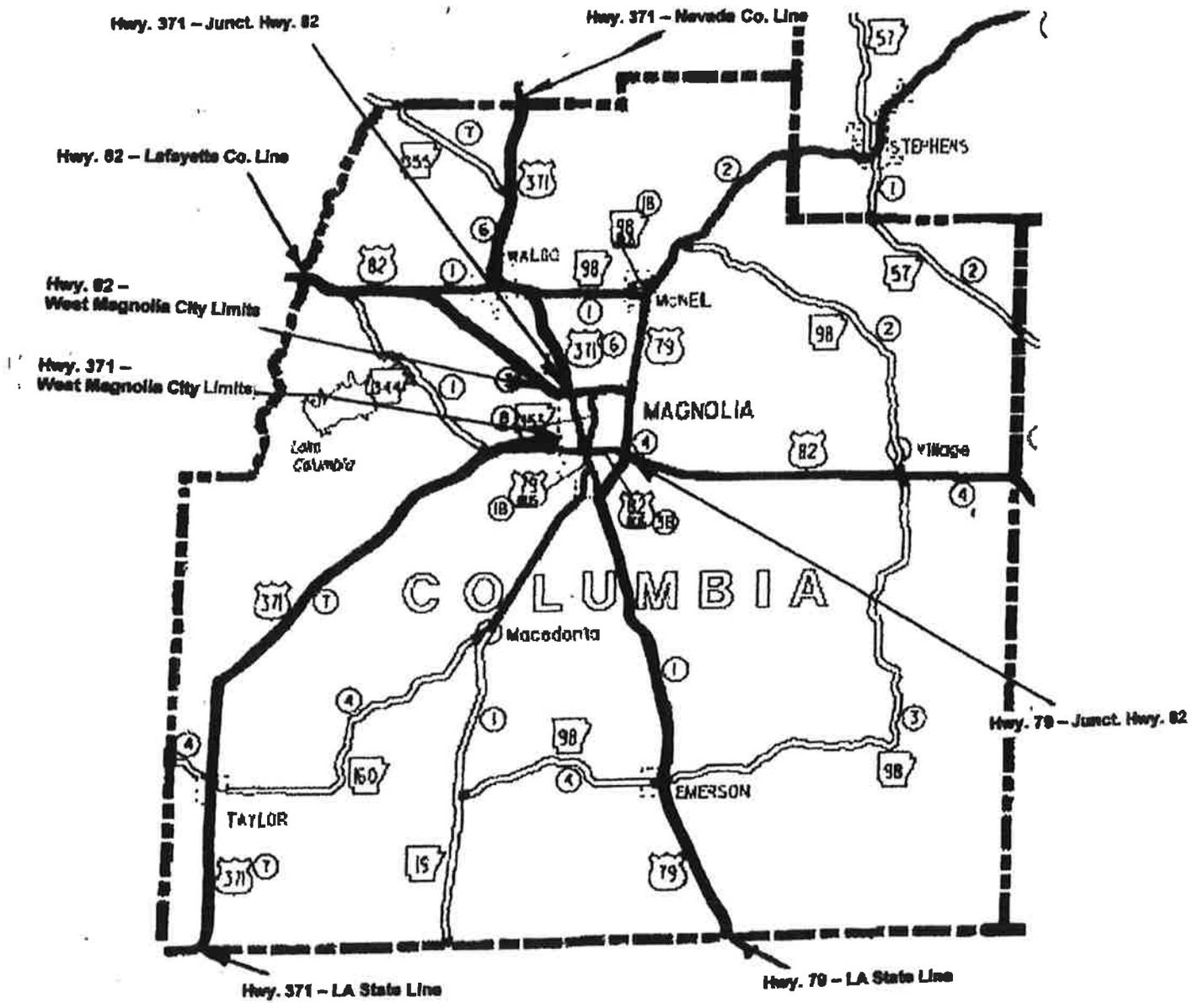
ACRES FIRST MOWING 65.67
 ACRES SECOND MOWING 65.67
 ACRES THIRD MOWING 115.53

Magnolia City Tax = 6.3 / 12.6 Acres
 TOTAL ACRES 246.87

**ARKANSAS HIGHWAY AND TRANSPORTATION DEPARTMENT
CONTRACT MOWING QUANTITY SHEET**

DISTRICT 7

COUNTY	RTE	SECT.	BEGIN L.M.	END L.M.	FIRST/SECOND MOWING			ACRES EACH	THIRD MOWING			ACRES	LOCATION COMMENTS	
					LT	MEDIAN	RT		LT	MEDIAN	RT			
COLUMBIA	371	6	0.00	0.40	10	0	10	0.97	20	0	30	2.42	NEVADA COUNTY LINE	
COLUMBIA	371	6	0.40	2.85	10	0	10	5.94	20	0	20	11.88		
COLUMBIA	371	6	2.85	5.30	10	0	10	5.94	20	0	25	13.36	LM 3.2 INTERSECTION HWY. 355	
COLUMBIA	371	6	5.30	5.90	10	0	10	1.45	10	0	10	1.45	LM 5.3 WALDO CITY LIMITS SIGN	
COLUMBIA	371	6	6.90	8.80	10	0	10	4.61	20	0	20	9.21	SOUTH WALDO	
COLUMBIA	371	6	7.50	7.50	VAR	0	VAR	2.00	VAR	0	VAR	2.00	INTERSECTION HWY. 98	
COLUMBIA	371	6	8.80	9.00	10	0	10	0.48	25	0	30	1.33	SHORT SHOULDER SECTION	
COLUMBIA	371	6	9.00	10.00	10	0	10	2.42	30	0	30	7.27	LONG PAVED SHOULDER SECTION	
COLUMBIA	371	6	10.00	11.00	10	0	10	2.42	15	0	15	3.64		
COLUMBIA	371	6	11.00	11.25	10	0	10	0.61	40	0	30	2.12	SHORT PAVED SHOULDER SECTION	
COLUMBIA	371	6	11.25	11.46	10	0	10	0.51	10	0	10	0.51	JUNCTION US HWY. 82	
GOOD NEIGHBOR AREAS IN FRONT OF ALL RESIDENCES AND BUSINESSES - MOW FULL WIDTH EACH CYCLE LM 0.00 - 11.46								21.00				21.00		
ACRES FIRST MOWING								48.35						
ACRES SECOND MOWING								48.35						
ACRES THIRD MOWING								76.19						
TOTAL ACRES								172.89						



VICINITY MAP
NTS

AHTD Mowing FAQ's



1. How can I become a Contract Mower for the AHTD?

Contracts for Mowing are awarded using the Sealed Bid Process.

2. What is the process for being awarded a Mowing Contract?

Invitations are mailed out to companies/individuals that have filled out a Bidders Application that is kept on file by the Department. Bids that have been received by the deadline for submitting are then opened and read aloud to those in attendance of the Bid Opening. Once all the Bids have been opened, they are tabulated by Job Number and sent to Statewide Maintenance for review. When they have finished, it is then returned to E & P who sends it to the Purchasing Committee with recommendations for award. If the Purchasing Committee approves of the recommendations for award, Statewide Maintenance will then create Work Orders that get mailed out with a Purchase Order authorizing the successful vendor to mow.

3. How do I find out when the Bids will be opened?

The Department website (www.arkansashighways.com) will list the date that bids will be opened. Look for the Commodities and Services Bids box on the home page. Click on it to open Bid Openings by Year page. Click on the current Fiscal Year highlighted in Blue, (Fiscal Year runs July 1 through June 30). A yellow page opens with the heading Notice to Bidders, click on the Bid Number of the mowing job you are interested in to pull up Bid Invitation and Job Specifications. The date is also on the Bid Invitation.

4. Sounds easy enough, so if I fill out a Bid Application and have riding lawn mower I could get a Contract?

Not exactly, you need to keep in mind the **THREE S's, SAFETY, SCOPE, & SURROUNDINGS**. Because the mowing is done along the Highway you will need Equipment suited to provide protection (**Safety**), the amount of acres to be mowed (**Scope**), and the terrain of the mowing area (**Surroundings**). The Specification Pages that are attached to the Bid Invitation will provide you with what you need to know. It is highly recommended you inspect the areas to be mowed **BEFORE** bidding.

AHTD Mowing FAQ's

5. What should I do if I don't understand some of the language in the Bid Invitation or the Spec. Sheets?

Please don't hesitate to ask questions if there is something that is not clear to you.

6. Are all Mowing Jobs the same size?

The size or amount of Acreage is going to vary from Job to Job and even by cycle.

7. What is a Cycle?

A Cycle is a set period of Calendar days, for example April 20 –May 31 may be designated as the 1st Cycle for some of the Mowing Jobs. During this Cycle the Vendor would be expected to mow the amount of acres specified in the Bid. Let's say that you want to Bid on Job 6-557. A careful examination of the Invitation reveals that the 1st Cycle requires 67 acres to be mowed, but the 2nd Cycle requires 85, the 3rd requires 100.

The Bid Invitation will give you the amount of Acres involved so read it and the Mowing Specifications carefully!

8. Ok, so I've gotten my Bid Invitation and Job Specifications, is there anything else I need to know and or do?

Yes, when submitting your Bid you will need to include a Bid Bond of \$500. If you are awarded a Contract, before you can begin Mowing E & P will need a Performance Bond of \$1,000 as well as copies of Liability & Workers Comp Insurance. Once we have this, E & P will type a Purchase Order and Statewide Maintenance will issue a Work Order. When you receive the Work Order, you can then start on the day specified as the first day of the 1st Mowing Cycle. Typically, the District will notify you to schedule a "Pre-Mow" Conference before any work begins.

9. What happens if I cannot complete a job I have been awarded? ☹

You will be **DEFAULTED**, your Performance Bond **will** be forfeited, and you will not be allowed to Bid for 1 full year from the date of **Default** action.

AHTD Mowing FAQ's

10. How and when will I get paid for Mowing?

You will need to submit invoices to the Local District Headquarters of the Area you are mowing, after all acreage for a particular job/cycle has been successfully mowed. If at all possible before beginning, try to meet with the District Maintenance Engineer and the Area Maintenance Supervisor in charge of the area you will be mowing.

11. What type of paperwork do I need to fill out?

If this is your first time to bid you will need to fill out a Bidder's Application available online, like the one attached, and return it to the Department.

12. Can I use a Company or Personal check to pay for my Bid Bonds or Performance Bonds?

Personal or company CHECKS will not be accepted as bid or performance bonds.

13. What is an acceptable form of payment for Bid Bonds or Performance Bonds?

The best method is to use *Surety Bonds, Cashier Checks, Money Orders, or Certified Checks.*

14. What is the deadline for turning in my Bid?

We encourage you to try to have it turned in 24 hours before the Bid opening, just in case there are any problems that might need to be addressed.

The latest a Bid can be turned in is one minute before Bid Opening. If Bid Opening is scheduled for 10:00 AM then 9:59 AM would be the latest a Bid could be submitted.



(Please don't wait that long!!!)

15. How much time passes from Bids being opened and jobs being awarded?

Time to process will vary, if we have all the correct paperwork and there are no problems, a week to 10 days on average. But keep in mind if there are any questions, concerns, or missing paperwork, the process will take longer.

AHTD Mowing FAQ's

Remember:

READ the Bid Invitation and Job Specifications **carefully all the way through** to avoid any unpleasant surprises.

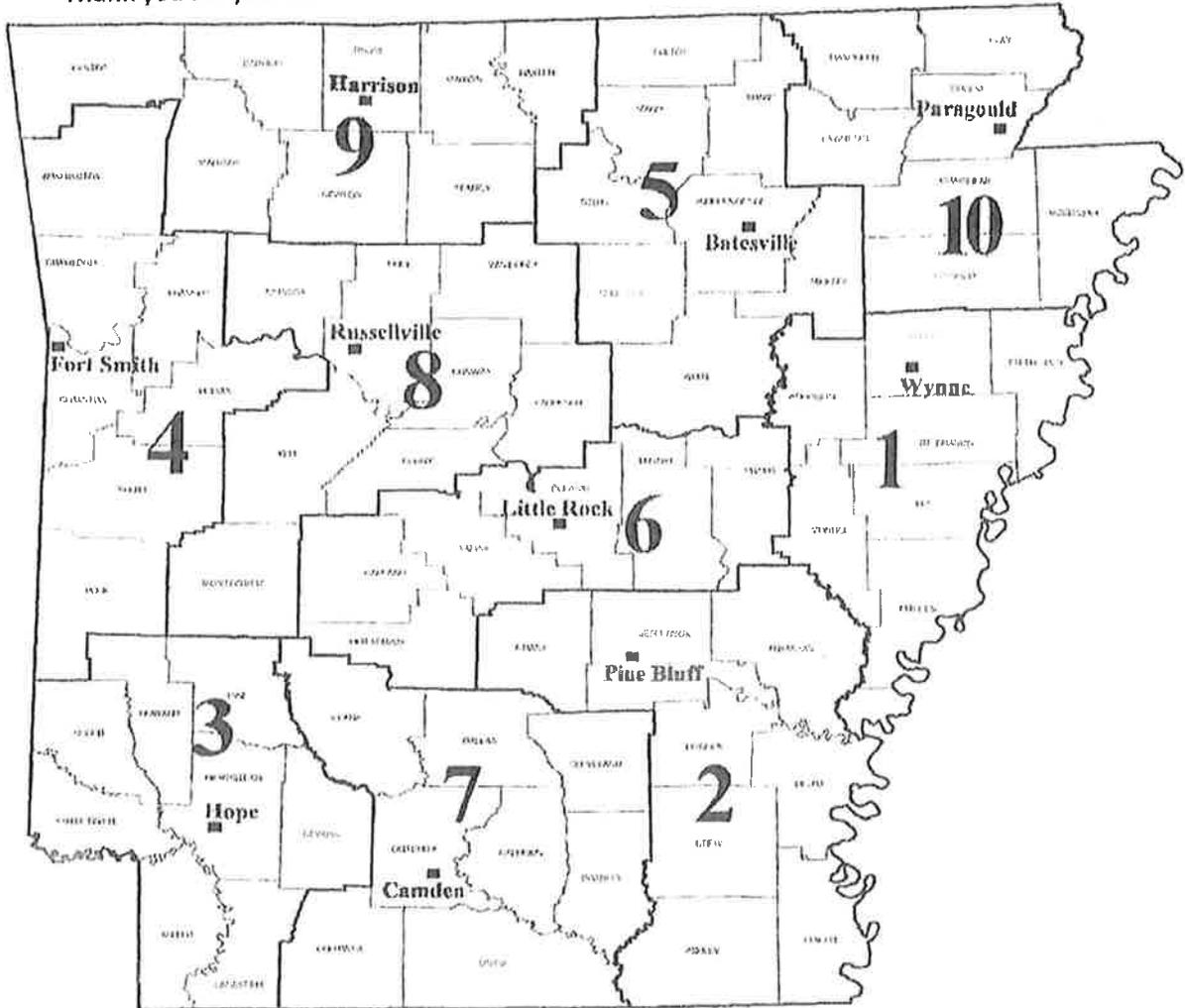
Inspect the Area **BEFORE** you submit a Bid.

Meet with the District Maintenance Engineer, or the District Engineer, & the Area Maintenance Supervisor responsible for the Area you are interested in Mowing to get a better idea of what they expect and the size of the job.

Thank you for your interest in the Arkansas Highway & Transportation Department! 😊

AHTD Mowing FAQ's

Thank you for your interest in the Arkansas Highway & Transportation Department! ☺



Arkansas State Highway and Transportation Department

HIGHWAY DISTRICTS

District	Mailing Address	City	Zip Code	Telephone	Fax
District 1	P.O. Box 278	Wynne	72396-0278	(870) 238-8144	(870) 238-2994
District 2	P.O. Box 6836	Pine Bluff	71611-6836	(870) 534-1612	(870) 534-2038
District 3	P.O. Box 490	Hope	71802-0490	(870) 777-3457	(870) 777-3489
District 4	P.O. Box 11170	Fort Smith	72917-1170	(479) 484-5306	(479) 484-5300
District 5	P.O. Box 2376	Batesville	72503-2376	(870) 251-2374	(870) 251-2393
District 6	P.O. Box 190296	Little Rock	72219-0296	(501) 569-2266	(501) 569-2366
District 7	P.O. Box 897	Camden	71711-0897	(870) 836-6401	(870) 836-4864
District 8	P.O. Box 70	Russellville	72811-0070	(479) 968-2286	(479) 968-4006
District 9	P.O. Box 610	Harrison	72602-0610	(870) 743-2100	(870) 743-4630
District 10	P.O. Box 98	Paragould	72451-0098	(870) 239-9511	(870) 238-1156