

STANDARD BID CONDITIONS

H-16-279P

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. When a bidder claims and can show clear and convincing evidence that a material mistake was made in the bid and was not the bid intended, the bidder may be permitted to withdraw their bid prior to award without forfeiture of bid bond. 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). These bonds shall not only serve to guarantee the completion of the work, but also to guarantee the excellence of both workmanship and material until the work is finally accepted and the provisions of the Plans, Specifications, and Special Provisions fulfilled. 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. Annual Bid and Performance Bonds on file with E & P Division must have sufficient unencumbered funds to meet current bonding requirements, or the bid will be rejected, unless the balance is submitted as set forth above, prior to bid opening.
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, LITERATURE, DEMONSTRATIONS:** Samples and technical literature must be provided free of any charge within 14 days of AHTD request, and free demonstrations within 30 days, unless AHTD extends time. Failure to provide as requested within this period may cause bid to be rejected. Samples, literature and demonstrations must be substantially the same as the item(s) being bid, unless otherwise agreed to by AHTD. Samples that are not destroyed will be returned upon request at bidders expense. Samples from successful bidders may 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

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@ahtd.ar.gov

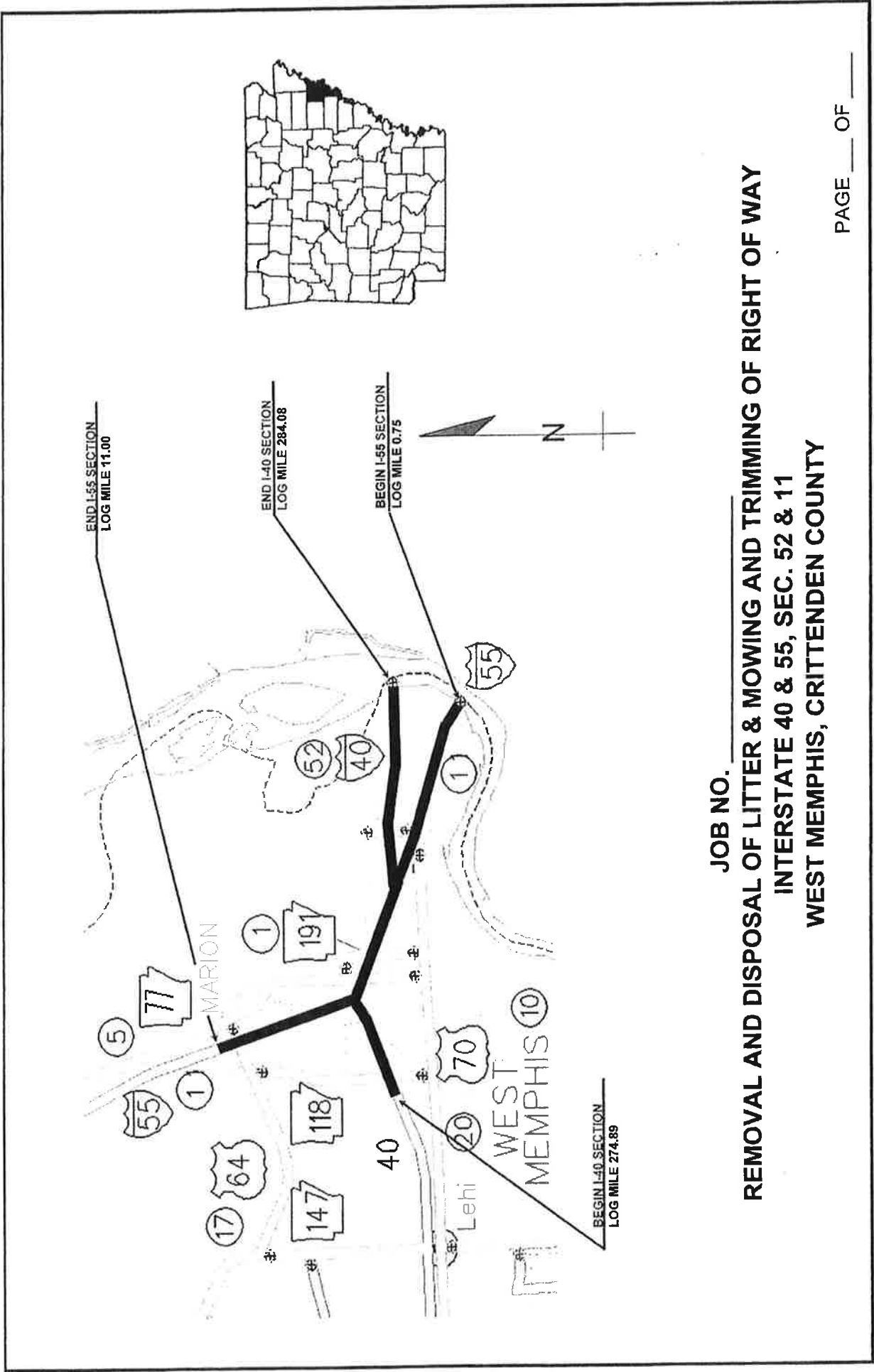
Free language assistance for Limited English Proficient individuals is available upon request.

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

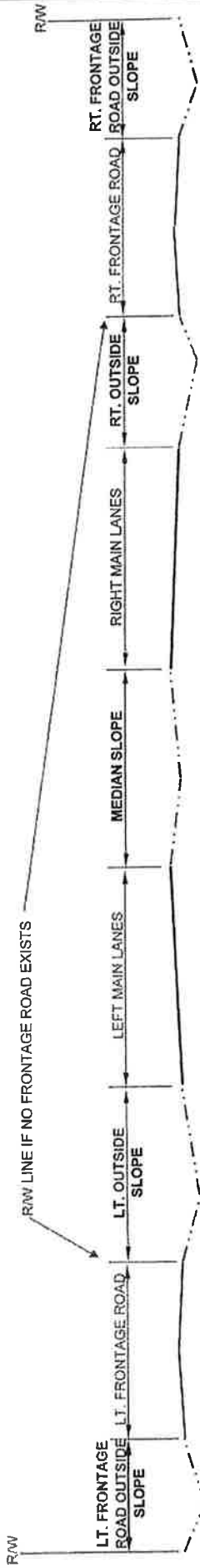
Arkansas State Highway and Transportation Department
Contract for the Removal and Disposal of Litter
and
Mowing and Trimming of Highway Right-of-Way
BID INFORMATION

CONTRACT NO. H-16-279P

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.



JOB NO. _____
REMOVAL AND DISPOSAL OF LITTER & MOWING AND TRIMMING OF RIGHT OF WAY
INTERSTATE 40 & 55, SEC. 52 & 11
WEST MEMPHIS, CRITTENDEN COUNTY



AREAS OF MOWING & TRIMMING

**TYPICAL SECTION
OF
AREAS FOR MOWING AND TRIMMING**

NOTES:

1. Widths given on quantity sheets are average widths for the two log mile locations shown.
2. If construction and/or maintenance activities prevent mowing, the appropriate quantity will be deducted from payment for that cycle.
3. All mowable grass areas of interchanges will be mowed.
4. This contract has four (4) mowing cycles per year. See Special Provision for mowing cycle dates.

JOB NO. _____
REMOVAL AND DISPOSAL OF LITTER & MOWING AND TRIMMING OF RIGHT OF WAY
INTERSTATE 40 & 55, SEC. 52 & 11
WEST MEMPHIS, CRITTENDEN COUNTY

**ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SUPPLY CONTRACT**

**FOR
REMOVAL AND DISPOSAL OF LITTER &
MOWING AND TRIMMING OF HIGHWAY RIGHT OF WAY**

QUANTITIES FOR ONE (1) MOWING CYCLE

| SECTION LIMITS | | AVERAGE WIDTHS | | | | | | ACRES |
|------------------------|-------------|-----------------|-------------------------------|------------------------------|-----------------|---------------------------|-------------------------------|-------|
| FROM LOG MILE | TO LOG MILE | LENGTH MILES | LT FTG RD OUTSIDE SLOPE | LT. LANE OUTSIDE SLOPE | MEDIAN SLOPE | RIGHT OUTSIDE SLOPE | RT FTG RD OUTSIDE SLOPE | |
| | | | FEET | FEET | FEET | FEET | FEET | |
| I-40 MAIN LANES | | | | | | | | |
| 274.89 | 275.05 | 0.16 | 0 | 76 | 51 | 83 | 0 | 4.07 |
| 275.05 | 275.15 | 0.1 | 0 | 89 | 54 | 54 | 15 | 2.57 |
| 275.15 | 275.43 | 0.28 | 0 | 25 | 55 | 25 | 30 | 4.58 |
| 275.43 | 275.65 | 0.22 | 0 | 58 | 55 | 110 | 36 | 6.91 |
| 275.65 | 275.70 | 0.05 | 0 | 90 | 55 | 195 | 41 | 2.31 |
| 275.70 | 276.00 | 0.3 | 0 | 64 | 54 | 112 | 29 | 9.42 |
| 276.00 | 276.25 | 0.25 | 0 | 38 | 52 | 28 | 17 | 4.09 |
| 276.25 | 276.47 | 0.22 | 0 | 38 | 52 | 119 | 20 | 6.11 |
| 276.47 | 276.65 | 0.18 | 0 | 79 | 52 | 121 | 27 | 6.09 |
| 276.65 | 276.74 | 0.09 | 0 | 116 | 45 | 107 | 33 | 3.28 |
| 276.74 | 276.80 | 0.06 | 0 | 112 | 37 | 122 | 42 | 2.28 |
| 276.80 | 277.00 | 0.2 | 0 | 112 | 35 | 96 | 42 | 6.91 |
| 277.00 | 277.15 | 0.15 | 0 | 40 | 32 | 40 | 24 | 2.47 |
| 277.15 | 277.22 | 0.07 | 13 | 30 | 0 | 49 | 24 | 0.98 |
| 277.22 | 277.28 | 0.06 | 25 | 23 | 0 | 63 | 24 | 0.98 |
| 277.28 | 277.37 | 0.09 | 25 | 25 | 0 | 59 | 24 | 1.45 |
| 277.37 | 277.50 | 0.13 | 25 | 70 | 0 | 96 | 21 | 3.34 |
| 277.76 | 277.88 | 0.12 | 29 | 60 | 0 | 65 | 19 | 2.52 |
| 277.88 | 278.00 | 0.12 | 27 | 27 | 0 | 33 | 22 | 1.59 |
| 278.00 | 278.25 | 0.25 | 21 | 27 | 0 | 29 | 23 | 3.03 |
| 278.25 | 278.50 | 0.25 | 15 | 30 | 0 | 28 | 23 | 2.91 |
| 278.50 | 278.75 | 0.25 | 15 | 30 | 0 | 28 | 23 | 2.91 |
| 278.75 | 279.00 | 0.25 | 18 | 25 | 0 | 28 | 17 | 2.67 |
| 279.00 | 279.25 | 0.25 | 20 | 25 | 0 | 24 | 0 | 2.09 |
| 279.25 | 279.50 | 0.25 | 20 | 30 | 0 | 20 | 0 | 2.12 |
| 279.50 | 279.75 | 0.25 | 22 | 29 | 0 | 24 | 0 | 2.27 |
| 279.90 | 280.02 | 0.12 | 15 | 32 | 0 | 52 | 0 | 1.44 |
| 280.02 | 280.11 | 0.09 | 15 | 32 | 0 | 0 | 0 | 0.51 |
| 280.11 | 280.25 | 0.14 | 11 | 44 | 0 | 59 | 0 | 1.93 |
| 280.25 | 280.50 | 0.25 | 16 | 48 | 41 | 49 | 39 | 5.85 |
| 280.51 | 280.54 | 0.03 | 0 | 38 | 33 | 38 | 0 | 0.40 |
| 280.54 | 280.60 | 0.06 | 0 | 113 | 33 | 113 | 0 | 1.88 |
| 280.64 | 280.79 | 0.15 | 0 | 70 | 33 | 70 | 0 | 3.15 |
| 281.14 | 281.24 | 0.10 | 53 | 49 | 0 | 49 | 53 | 2.47 |
| 281.24 | 281.30 | 0.06 | 0 | 24 | 0 | 24 | 0 | 0.35 |

JOB NO. _____
INTERSTATE 40 & 55, SEC. 52 & 11
WEST MEMPHIS, CRITTENDEN COUNTY

**ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SUPPLY CONTRACT**

**FOR
REMOVAL AND DISPOSAL OF LITTER &
MOWING AND TRIMMING OF HIGHWAY RIGHT OF WAY
QUANTITIES FOR ONE (1) MOWING CYCLE**

| SECTION LIMITS | | LENGTH MILES | AVERAGE WIDTHS | | | | | ACRES |
|---|-------------------|-----------------|---------------------------------------|--------------------------------------|-------------------------|-----------------------------------|---------------------------------------|---------------|
| FROM LOG MILE | TO LOG MILE | | LT FTG RD OUTSIDE SLOPE FEET | LT. LANE OUTSIDE SLOPE FEET | MEDIAN SLOPE FEET | RIGHT OUTSIDE SLOPE FEET | RT FTG RD OUTSIDE SLOPE FEET | |
| I-40 MAIN LANES (CON'T.) | | | | | | | | |
| 281.30 | 281.50 | 0.20 | 0 | 53 | 0 | 53 | 0 | 2.57 |
| 281.50 | 281.75 | 0.25 | 0 | 108 | 0 | 108 | 0 | 6.55 |
| 281.75 | 281.79 | 0.04 | 0 | 150 | 0 | 150 | 0 | 1.45 |
| 281.79 | 282.00 | 0.21 | 0 | 159 | 0 | 159 | 0 | 8.09 |
| 282.17 | 282.39 | 0.22 | 0 | 180 | 0 | 180 | 0 | 9.60 |
| 282.87 | 283.70 | 0.83 | 0 | 186 | 0 | 144 | 0 | 33.20 |
| 283.70 | 284.08 | 0.38 | 18 | 61 | 0 | 92 | 0 | 7.88 |
| TOTAL I-40 MAIN LANES | | | | | | | | 177.27 |
| LR-MO RAMP I-40 | | | | | | | | |
| 276.72 | 276.89 | 0.17 | 0 | 48 | 0 | 61 | 0 | 2.25 |
| 276.99 | 277.10 | 0.11 | 0 | 68 | 0 | 60 | 0 | 1.71 |
| 277.10 | 277.12 | 0.02 | 0 | 32 | 0 | 19 | 0 | 0.12 |
| 277.12 | 277.24 | 0.12 | 0 | 16 | 0 | 18 | 0 | 0.49 |
| TOTAL LR-MO RAMP I-40 | | | | | | | | 4.57 |
| ADDITIONAL AREAS - INTERCHANGES I-40 | | | | | | | | |
| AIRPORT RD. (HWY. 118) INTERCHANGE | | | | | | | | 13.00 |
| I-40/I-55 INTERCHANGE (WEST) | | | | | | | | 7.63 |
| MISSOURI ST (HWY. 77) INTERCHANGE @ I-40 | | | | | | | | 3.71 |
| 7th STREET (HWY. 191) @ I-40 | | | | | | | | 8.46 |
| INGRAM BLVD @ I-40 | | | | | | | | 5.48 |
| I-40/I-55 INTERCHANGE (EAST) | | | | | | | | 14.34 |
| MLK DR (HWY. 38) @ I-40 | | | | | | | | 9.50 |
| MOUND CITY RD (HWY. 131) @ I-40 | | | | | | | | 1.69 |
| TOTAL FOR I-40 INTERCHANGES | | | | | | | | 63.81 |
| ADDITIONAL AREAS - INTERCHANGES I-55 | | | | | | | | |
| MLK DR (HWY. 38) @ I-55 | | | | | | | | 32.69 |
| BROADWAY ST (HWY. 70) EXIT @ I-55 | | | | | | | | 9.34 |
| TOTAL FOR I-55 INTERCHANGES | | | | | | | | 42.03 |
| I-55 MAIN LANES | | | | | | | | |
| 0.75 | 0.90 | 0.15 | 42 | 113 | 0 | 110 | 0 | 4.82 |
| 0.90 | 1.15 | 0.25 | 53 | 113 | 0 | 109 | 0 | 8.33 |
| 1.15 | 1.25 | 0.10 | 56 | 224 | 0 | 350 | 0 | 7.64 |
| 1.25 | 1.35 | 0.10 | 75 | 461 | 0 | 590 | 0 | 13.65 |

JOB NO. _____
INTERSTATE 40 & 55, SEC. 52 & 11
WEST MEMPHIS, CRITTENDEN COUNTY

**ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SUPPLY CONTRACT
FOR
REMOVAL AND DISPOSAL OF LITTER &
MOWING AND TRIMMING OF HIGHWAY RIGHT OF WAY
QUANTITIES FOR ONE (1) MOWING CYCLE**

| SECTION LIMITS | | LENGTH MILES | AVERAGE WIDTHS | | | | | ACRES |
|--------------------------------|-------------------|-----------------|---------------------------------------|--------------------------------------|-------------------------|-----------------------------------|---------------------------------------|-------|
| FROM LOG MILE | TO LOG MILE | | LT FTG RD OUTSIDE SLOPE FEET | LT. LANE OUTSIDE SLOPE FEET | MEDIAN SLOPE FEET | RIGHT OUTSIDE SLOPE FEET | RT FTG RD OUTSIDE SLOPE FEET | |
| I-55 MAIN LANES (CONT.) | | | | | | | | |
| 1.50 | 1.65 | 0.15 | 0 | 104 | 0 | 120 | 24 | 4.51 |
| 1.65 | 2.15 | 0.50 | 43 | 125 | 0 | 210 | 45 | 25.64 |
| 2.80 | 3.00 | 0.20 | 84 | 71 | 0 | 135 | 48 | 8.19 |
| 3.00 | 3.10 | 0.10 | 79 | 34 | 0 | 79 | 51 | 2.95 |
| 3.10 | 3.30 | 0.20 | 15 | 42 | 36 | 31 | 0 | 3.01 |
| 3.30 | 3.40 | 0.10 | 15 | 95 | 40 | 37 | 0 | 2.27 |
| 3.40 | 3.50 | 0.10 | 20 | 87 | 37 | 42 | 0 | 2.25 |
| 3.50 | 3.75 | 0.25 | 20 | 22 | 27 | 37 | 0 | 3.21 |
| 3.75 | 4.00 | 0.25 | 0 | 30 | 22 | 34 | 0 | 2.61 |
| 4.00 | 4.20 | 0.20 | 12 | 31 | 23 | 19 | 0 | 2.06 |
| 4.20 | 4.30 | 0.10 | 22 | 31 | 71 | 25 | 0 | 1.81 |
| 4.30 | 4.50 | 0.20 | 18 | 31 | 27 | 40 | 0 | 2.81 |
| 4.50 | 4.60 | 0.10 | 0 | 30 | 0 | 0 | 0 | 0.36 |
| 6.75 | 6.85 | 0.10 | 0 | 49 | 0 | 33 | 0 | 0.99 |
| 6.85 | 6.90 | 0.05 | 0 | 25 | 0 | 26 | 0 | 0.31 |
| 6.90 | 7.10 | 0.20 | 0 | 53 | 0 | 58 | 0 | 2.69 |
| 7.20 | 7.34 | 0.14 | 15 | 30 | 105 | 110 | 0 | 4.41 |
| 7.35 | 7.37 | 0.02 | 15 | 35 | 112 | 93 | 0 | 0.62 |
| 7.37 | 7.50 | 0.13 | 15 | 35 | 123 | 52 | 8 | 3.67 |
| 7.50 | 7.62 | 0.12 | 15 | 35 | 68 | 23 | 15 | 2.27 |
| 7.62 | 7.70 | 0.08 | 15 | 35 | 8 | 35 | 15 | 1.05 |
| 7.70 | 7.82 | 0.12 | 13 | 51 | 0 | 52 | 13 | 1.88 |
| 8.00 | 8.30 | 0.30 | 22 | 64 | 0 | 49 | 46 | 6.58 |
| 8.30 | 8.35 | 0.05 | 22 | 64 | 0 | 49 | 46 | 1.10 |
| 8.35 | 8.55 | 0.20 | 18 | 35 | 0 | 95 | 65 | 5.16 |
| 8.55 | 8.60 | 0.05 | 18 | 113 | 0 | 90 | 100 | 1.95 |
| 8.60 | 8.63 | 0.03 | 18 | 113 | 0 | 158 | 100 | 1.41 |
| 8.63 | 8.70 | 0.07 | 18 | 125 | 21 | 102 | 65 | 2.81 |
| 8.70 | 8.75 | 0.05 | 18 | 75 | 21 | 102 | 65 | 1.70 |
| 8.75 | 8.80 | 0.05 | 18 | 125 | 21 | 102 | 65 | 2.01 |
| 8.80 | 8.85 | 0.05 | 22 | 125 | 21 | 95 | 55 | 1.93 |
| 8.85 | 9.10 | 0.25 | 27 | 48 | 21 | 36 | 29 | 4.88 |
| 9.10 | 9.50 | 0.40 | 29 | 20 | 20 | 26 | 27 | 5.92 |
| 9.50 | 10.00 | 0.50 | 27 | 31 | 20 | 33 | 27 | 8.36 |

JOB NO. _____
INTERSTATE 40 & 55, SEC. 52 & 11
WEST MEMPHIS, CRITTENDEN COUNTY

**ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SUPPLY CONTRACT**

**FOR
REMOVAL AND DISPOSAL OF LITTER &
MOWING AND TRIMMING OF HIGHWAY RIGHT OF WAY**

QUANTITIES FOR ONE (1) MOWING CYCLE

| SECTION LIMITS | | LENGTH MILES | AVERAGE WIDTHS | | | | | ACRES |
|---------------------------------|-------------------|-----------------|---------------------------------------|--------------------------------------|-------------------------|-----------------------------------|---------------------------------------|---------------|
| FROM LOG MILE | TO LOG MILE | | LT FTG RD OUTSIDE SLOPE FEET | LT. LANE OUTSIDE SLOPE FEET | MEDIAN SLOPE FEET | RIGHT OUTSIDE SLOPE FEET | RT FTG RD OUTSIDE SLOPE FEET | |
| I-55 MAIN LANES (CON'T.) | | | | | | | | |
| 10.00 | 10.15 | 0.15 | 17 | 42 | 21 | 43 | 21 | 2.62 |
| 10.15 | 10.24 | 0.09 | 10 | 43 | 21 | 44 | 15 | 1.45 |
| 10.24 | 10.50 | 0.26 | 14 | 34 | 21 | 33 | 17 | 3.75 |
| 10.50 | 11.00 | 0.50 | 21 | 24 | 21 | 23 | 22 | 6.73 |
| TOTAL I-55 MAIN LANES | | | | | | | | 172.37 |
| MO-LR RAMP I-55 | | | | | | | | |
| 7.20 | 7.38 | 0.18 | 0 | 39 | 0 | 111 | 0 | 3.27 |
| 7.38 | 7.48 | 0.10 | 0 | 21 | 0 | 82 | 0 | 1.25 |
| 7.48 | 7.51 | 0.03 | 0 | 4 | 0 | 49 | 0 | 0.19 |
| TOTAL MO-LR RAMP I-55 | | | | | | | | 4.71 |

SUMMARY

| | |
|------------------------------------|---------------|
| TOTAL I-40 MAIN LANES | 177.27 |
| TOTAL LR-MO RAMP I-40 | 4.57 |
| TOTAL FOR I-40 INTERCHANGES | 63.81 |
| TOTAL FOR I-55 INTERCHANGES | 42.03 |
| TOTAL I-55 MAIN LANES | 172.37 |
| TOTAL MO-LR RAMP I-55 | 4.71 |
| TOTAL JOB ACRES | 464.76 |

| SALES TAX ACREAGES PER CYCLE | |
|------------------------------|--------|
| LOCATION | ACRES |
| MARION | 8.19 |
| WEST MEMPHIS | 251.85 |
| CRITTENDEN COUNTY | 464.76 |

JOB NO. _____
INTERSTATE 40 & 55, SEC. 52 & 11
WEST MEMPHIS, CRITTENDEN COUNTY

PAGE ___ OF ___

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. A mowing cycle shall be 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.

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 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

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

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 \$110 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 county. The Area Supervisor's telephone number will be provided.

The Contractor shall perform **four** 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: Prior to July 4th

3rd Mowing: Prior to the observed date of Labor Day

4th 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 \$110 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. 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.

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.

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

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 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).

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 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. 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.

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.

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

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

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

 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

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

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.

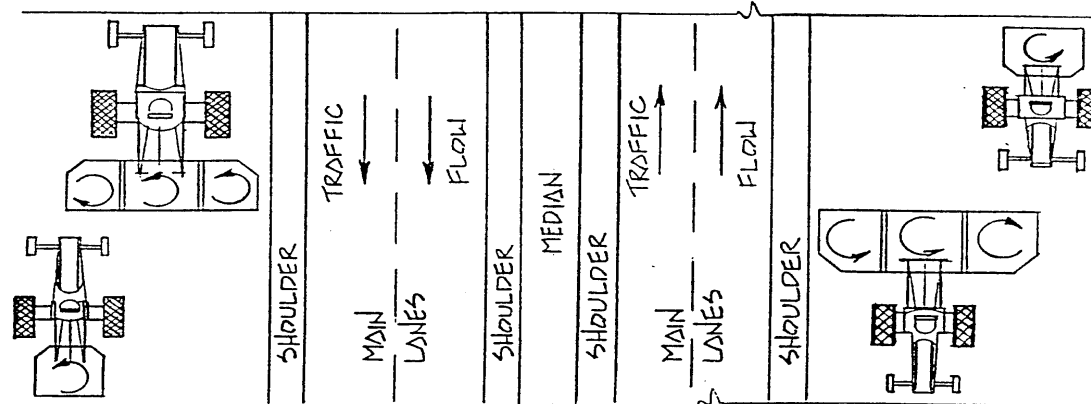
BASIS OF PAYMENT: Work completed and accepted under this item and measured as provided above will be paid for at the contract unit price bid per acre for Mowing and Trimming and for Removal and Disposal of Litter which shall be full compensation for mobilization, furnishing all labor, equipment, tools, 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:

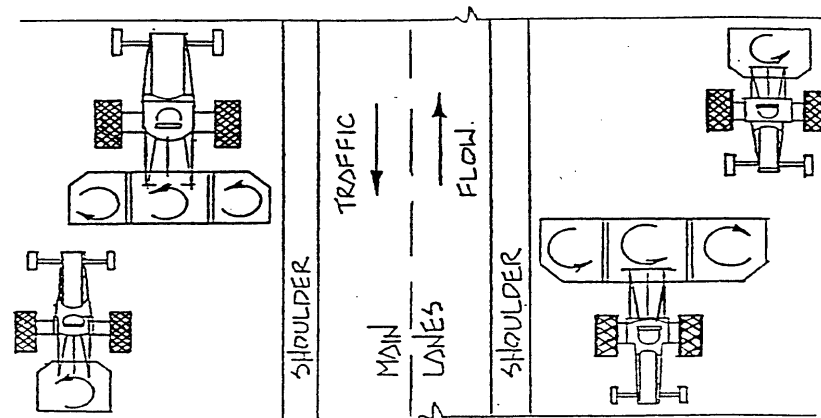
| ITEM | PAY UNIT |
|--------------------------------|-----------------|
| Removal and Disposal of Litter | Acre |
| Mowing and Trimming | Acre |

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

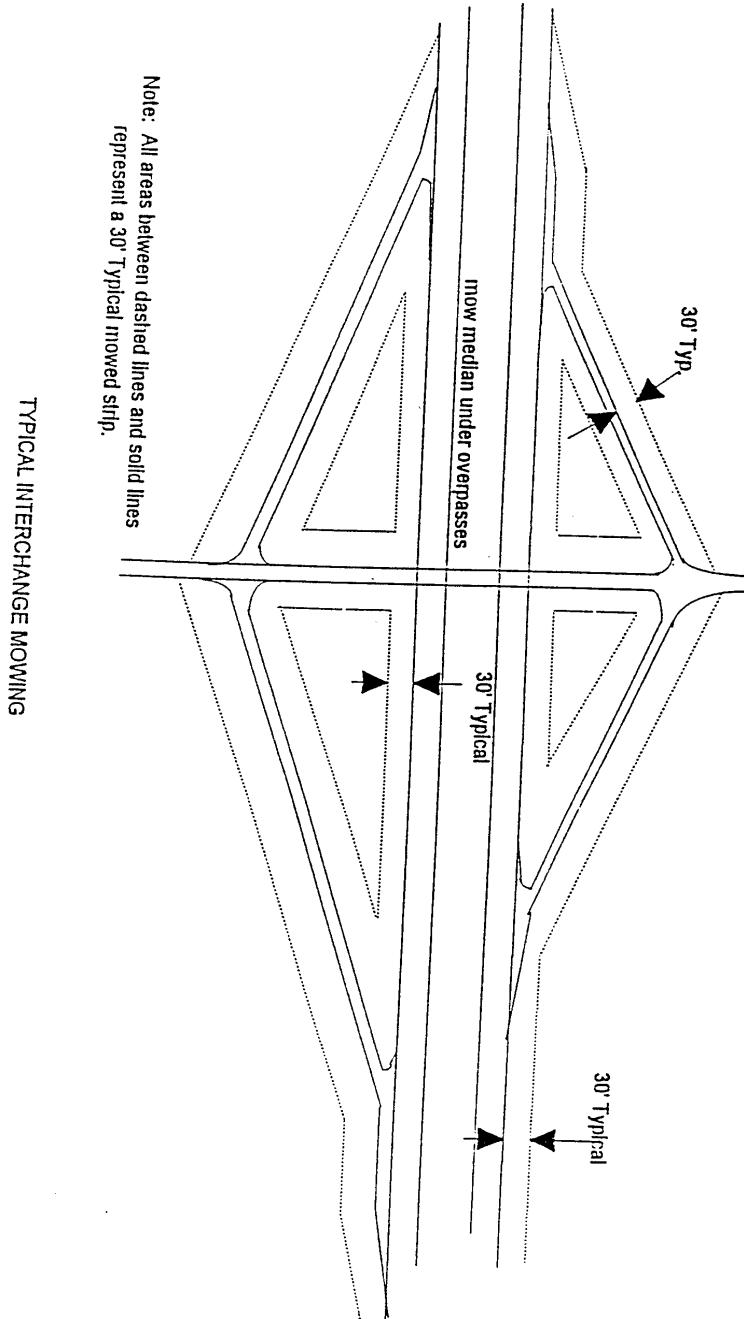
FOUR LANE DIVIDED



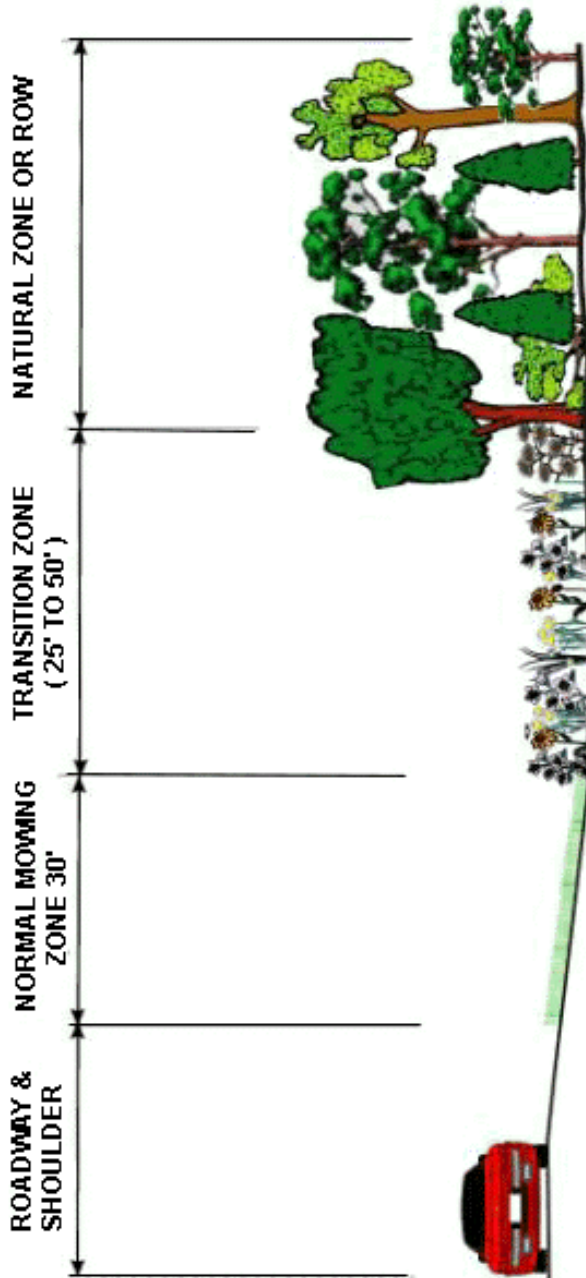
TWO LANE NONDIVIDED



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

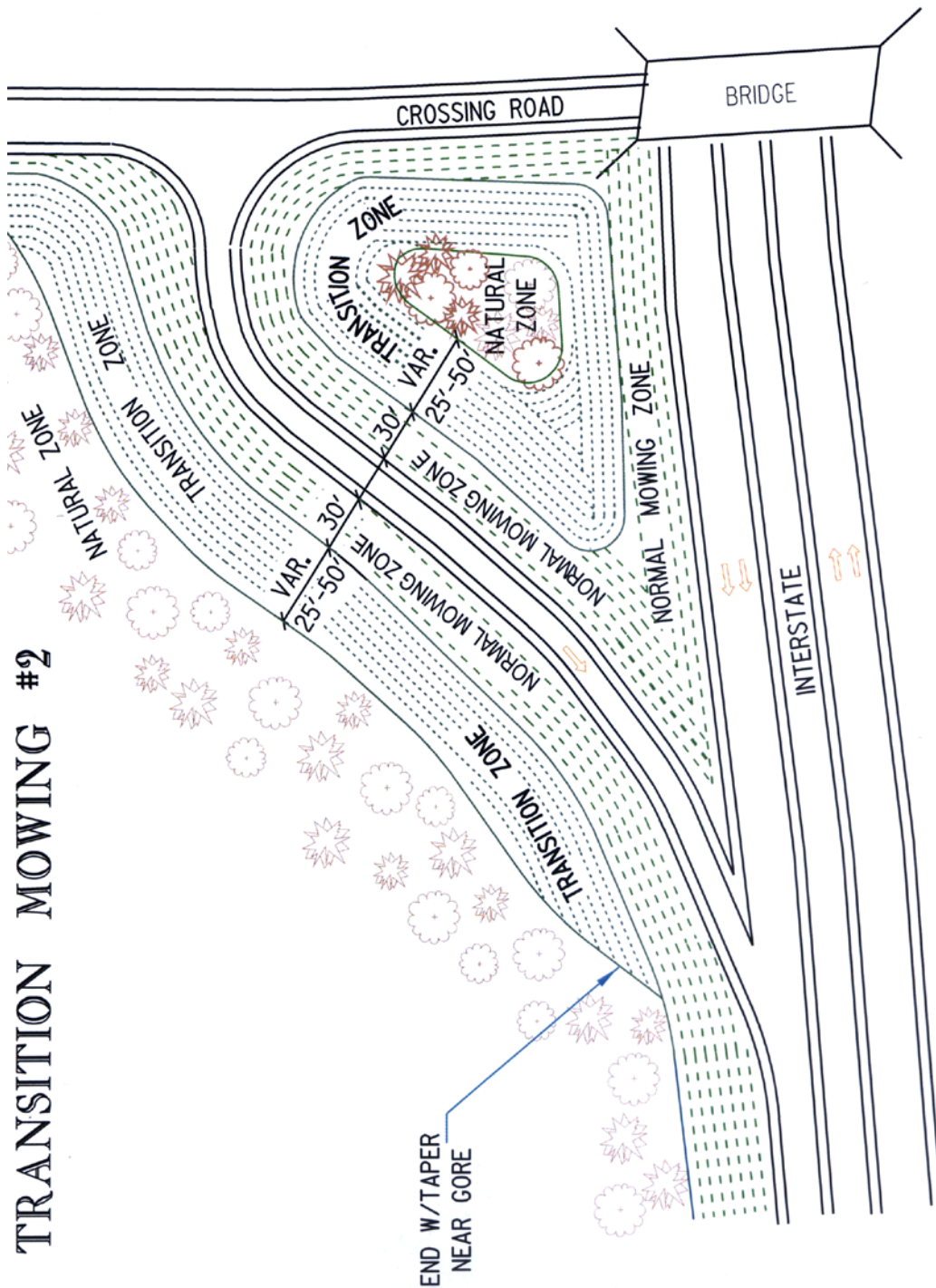


ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SPECIAL PROVISION
REMOVAL AND DISPOSAL OF LITTER
AND
MOWING AND TRIMMING OF HIGHWAY RIGHT-OF-WAY
FOR DIVIDED HIGHWAYS



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

