

**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**

**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. Generally the first and second mowings 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 third 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.

**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 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.

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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 \$110 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 county. 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:

- 1<sup>st</sup> Mowing: Between April 20<sup>th</sup> and the observed date for Memorial Day (inclusive of those days)
- 2<sup>nd</sup> Mowing: During the month of July
- 3<sup>rd</sup> 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. **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.

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**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 \$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 Maintenance Supervisor for a final inspection. 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. Saturdays, Sundays, and Department recognized holidays are not working days. Inspections will not be made on these days and will not count in the two day time limit.

Mowing shall be performed only during daylight hours.

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

The Contractor shall conduct his operations in such a manner that he does not damage the existing ground areas, trees, shrubs, guardrail, signs, utilities, delineators, or other structures. The Contractor shall not mow in conditions so wet that turf damage or rut damage would occur. In the event damage occurs to

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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.

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.

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 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.

**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. The Contractor may utilize a truck mounted flashing beacon in lieu of signs.

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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 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.

**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.

**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 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 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.

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**PUBLIC RELATIONS AND CONTRACTOR'S RESPONSIBILITIES:** Work on State highways may occasionally require contact with the traveling public, adjacent property owners, etc. 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

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.

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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.

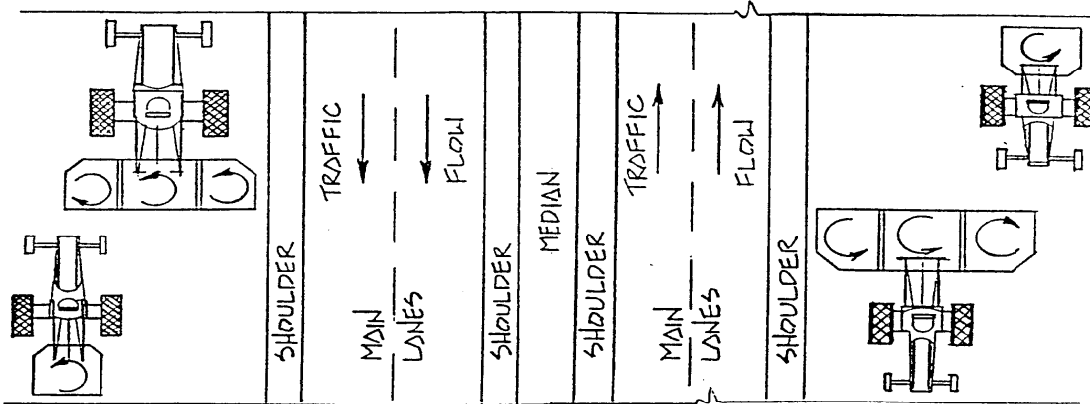
**BASIS OF PAYMENT:** Work completed and accepted under this item and measured as provided above will be paid for at the contract unit price bid per acre for Mowing and Trimming and for Removal and Disposal of Litter which shall be full compensation for mobilization, furnishing all labor, equipment,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

<b>ITEM</b>	<b>PAY UNIT</b>
Removal and Disposal of Litter	Acre
Mowing and Trimming	Acre

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FOUR LANE DIVIDED



TWO LANE NONDIVIDED

