

SPECIFICATIONS 2018 VEGETATION MANAGEMENT

The term OWNER shall refer to the City of Hope, Arkansas.

The terms CONTRACTOR or BIDDER shall apply to any prospective or successful bidder performing or seeking to perform work under the provisions of this contract.

SCOPE OF WORK

Herbicide treatment, as defined under Technical Specifications, paragraph 1, shall be applied to vegetation growing in drainage ditches and canals, roadside right-of way- and miscellaneous areas within the city limits of Hope, Arkansas. Areas to receive treatment, hereinafter referred to as "treatment areas" are indicated on the attached map.

Treatment areas are further defined as the bottom, sides, slopes and banks of ditch channels and the surrounding area to the limit of the right-of-way. In the absence of a defined right-of-way, treatment shall be applied to the top edge of the channel, or to the extent of privately owned walls, fences or other objects that define the boundary of the drainage channel. The vertical surface of fences on the right-of-way boundary shall not be treated.

Treatment areas in the roadside right-of-way are defined as the roadway shoulders, ditches, bridge and drainage structures and adjoining ground to the right-of-way limit. In instances where the right-of-way is not defined beyond the outer edge of a roadside curb or ditch, the treatment area shall extend to the top of the outer edge of the ditch. Treatment areas obviously maintained by an adjacent property owner shall not be sprayed. Treatment areas will extend no more than twelve (12) feet beyond the roadway curb or ditch unless otherwise specified.

BIDDERS are encouraged to conduct site visits to each treatment area to gain a thorough understanding of the work to be performed. The OWNER will allow no adjustment to contract prices or conditions as a response to omissions by the CONTRACTOR.

ADJUSTMENTS TO THE SCOPE OF WORK

The Street Superintendent of the City of Hope, Arkansas is designated as the Ordering Officer and will have authority to define any treatment areas to be added to or deleted from the scope of work.

FREQUENCY OF WORK

All treatment areas as defined herein shall receive one herbicide treatment in accordance with the included Technical Specifications within ten days of the issuance of a notice to proceed by the OWNER, or as otherwise directed by the OWNER.

All treatment areas as defined in the scope of work shall receive a second herbicide application meeting the requirements of the first application. The CONTRACTOR may propose a schedule for performing the work subject to approval by the OWNER. The application interval shall not be less than ninety days in any specific treatment area. No second herbicide application will be performed until ALL areas specified for treatment have received a satisfactory first application. The OWNER may, at its sole discretion, direct adjustments to the scheduling of work.

BASIS OF PAYMENT

The work to be performed under this contract shall be paid for by the APPLICATION allowed and accepted by the City of Hope, Arkansas. An APPLICATION will be defined as a single successful herbicide treatment of ALL locations shown on the attached map and defined in the Scope of Work in compliance with the included Technical Specification. Treatment areas not satisfactorily affected will receive additional herbicide treatment(s) as necessary to achieve the desired result at no additional cost to the City of Hope, Arkansas.

Payment will be made at fifty percent (50%) of the contract bid price upon each APPLICATION.

INSPECTION OF WORK

An inspection of the treatment areas shall be conducted no earlier than fifteen days and no later than thirty (30) days after each successive application. Areas where unwanted vegetation is not satisfactorily killed will be treated again at no additional cost to the OWNER. Treatment areas successfully affected will be paid for at the contract unit price.

TECHNICAL SPECIFICATIONS

The herbicide to be applied to treatment areas may be a contact, trans-located or residual product that will effectively kill all unwanted vegetation. A growth regulator shall be applied to slow the growth of desired ground cover. Any Bermuda grass inadvertently killed or damaged by the application of herbicide treatment shall be re-established by seeding, sodding or other approved means at no additional cost to the OWNER.

The CONTRACTOR shall submit a written list to the Street Superintendent of all herbicides proposed for use in treatment areas prior to beginning the work under the contract. The CONTRACTOR shall comply with all applicable local, state and federal laws and regulations regarding the handling, storage, use and application of herbicides to be used in treatment areas. All manufacturers' requirements for the safe and effective use and handling of the herbicides shall be followed by the CONTRACTOR .

Bidders shall hold all applicable licenses required by the Arkansas State Plant Board. The license number(s) shall be included on the bid proposal.

All equipment used by the CONTRACTOR shall meet all applicable requirements of the Arkansas State Plant Board and shall comply with all applicable state and federal regulations.

Equipment operating from public roads shall be equipped with strobes, beacons or other lights and or markings to enhance visibility and properly alert the traveling public to its presence.

The CONTRACTOR shall not apply herbicide during rainfall, when weather conditions or forecasts indicate that rainfall is likely within eight hours of application, or following rainfall when vegetation has retained rainfall moisture.

Failure by the CONTRACTOR to meet any of the provisions of the contract or of any governing laws and regulations applicable to the work will be grounds for the OWNER to suspend operations.

CLAIMS AND PROPERTY DAMAGE

Claims for damages to persons or property from the public and received by the OWNER in relation to the work on the contract will be noted by the Street Superintendent and forwarded to the CONTRACTOR. The Street superintendent shall also forward information regarding claims to the City manager through established channels. Any complaints from the public directly to the CONTRACTOR will be reported to the Street Superintendent as soon as practicable. The CONTRACTOR will contact the party making the claim and report the details and disposition of the claim to the Street Superintendent. The CONTRACTOR assumes full responsibility for property damage caused by his personnel, equipment, chemicals or methods used in connection with the work under the contract. The CONTRACTOR shall maintain insurance throughout the tenure of the contract as listed below. Insurance certificates detailing coverage shall be provided to the OWNER. The City of Hope will be listed by the insurer as a Certificate Holder and will be immediately notified of any cancellations, lapses or modifications to any of the listed coverages.

(A) Worker's Compensation	Statutory
(B) Public Liability	
(1) Bodily Injury	\$1,000,000 single limit
(2) Property Damage	\$1,000,000 each occurrence
(C) Motor Vehicle Public Liability	
(1) Bodily Injury	\$1,000,000 per person \$1,000,000 per accident
(2) Property Damage	\$1,000,000 each occurrence

CONTRACT PERIOD

The provisions of this contract shall remain in force throughout calendar years 2018 and 2019.

BID BOND

A certified check, cashier's check or bid bond in the amount of five percent (5%) of the total bid price shown on the BIDDER'S proposal shall accompany each bid.

The City of Hope, Arkansas reserves the right to reject any or all bids.