

**SECTION 01010
SUMMARY OF WORK**

PART 1 GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

- A. It is the intent of this specification to provide for herbicide services for utility ROW and various City properties, so as to control all vegetation growth except for Bermuda grass for a period of not less than seventy (70) days.
- B. The OWNER may or may not choose to include the work listed as additive alternates in the bid award. The decision to award additive alternates will be determined on the whether the bid is less than the project's approved budget.

1.02 WORK SCHEDULE

- A. The CONTRACTOR shall furnish a work schedule to the OWNER prior to commencing work including a detailed explanation of what and when the areas will be treated for the **IPS Infrastructure Divisions review**. This schedule should be completed on basis of geographical proximity when possible. In the event of disagreement, the schedule of the **IPS Infrastructure Divisions** will be adhered to by the contractor.

An update of the schedule will be given to the departmental representative on a weekly basis.

- B. First Treatment must begin within three (3) days of Notice to Proceed and must be completed within thirty (30) days. It is desirable that this application be done in May or June. This application must be completed before July 15.
- C. Follow-Up Treatments as required by the City within thirty (30) calendar days following completion of first treatment.

1.03 QUANTITIES

- A. The quantities listed in this Bid Proposal are for determining the most qualified bidder and in no way represent the quantities for this contract. If a unit bid price is considered high by the OWNER, the OWNER reserves the right to use other forces for the line item for this Contract. This Contract is to enhance the OWNER's forces and does not give the CONTRACTOR exclusive right to perform the work listed above. This Contract will not eliminate bidding projects with the included line items.
- B. Where cultivated fields, established lawns, and landscaped areas adjoin the channel, right-of-way is limited to the area including the channel of the channel, and along the top bank adjacent to the sides slopes. However, in no case will

Contractor's operations be permitted to encroach upon or interfere with cultivation of growing crops.

- C. Prospective bidders are urged to make a complete inspection of the property to be treated. Failure to do so will not relieve them of any of the provisions of the scope of work.

1.04 CONTRACTOR'S USE OF PREMISES

- A. CONTRACTOR shall coordinate use of premises under direction of OWNER.
- B. CONTRACTOR shall assume full responsibility for the protection and safekeeping of products under this Contract, stored on the site.
- C. CONTRACTOR shall move any stored products, under CONTRACTOR's control, which interfere with operations of the OWNER.

1.05 OWNER OCCUPANCY

- A. OWNER will occupy the premises during the entire period of construction for the conduct of its normal operations. Cooperate with OWNER's designated representative in all construction operations to minimize conflict, and to facilitate OWNER usage.

1.06 SUBMITTALS

- A. The chemical agents that the CONTRACTOR proposes to use shall be submitted at the time of the bid submittal.
- B. The CONTRACTORS qualification requirements shall be submitted at the time of bid submittal.
- C. The CONTRACTOR shall submit a traffic control plan meeting MUTCD for any work areas in the City street right of way.

1.07 SITE ACCESS

- A. The CONTRACTOR shall be responsible in removing any fencing, trees, or debris to access project sites. All fencing or vegetation shall be replaced with like material and approved by the OWNER. The OWNER will flag or mark all easements.

1.08 CONTRACTOR RESPONSIBILITIES

- A. The CONTRACTOR shall be responsible for any damages to public or private property.
 - 1. The Contractor will control his/her operation in order to avoid damage to the areas and will be responsible for any and all damages the Contractor causes.

2. The Contractor will be held liable for any damage incurred to yards, gardens, and other private properties damaged as a result of over spray. The Contractor will also be responsible for damage caused to areas not authorized by the City to be treated.
 3. Any Bermuda grass killed or permanently damaged will be replanted by the Contractor by means of seeding and growth will be assured. Replanting will be done at no additional cost to the **IPS Infrastructure Division**.
 4. Complaints from residents or business owners resulting from work performed under this contract will be received and recorded by the City then forwarded to the contractor. The contractor must contact with the person or persons registering the complaint within twenty-four (24) hours and do whatever is necessary to investigate the situation and make a sound judgment as to its authenticity. If in fact, a liability situation does exist, every effort will be taken to insure that the claim is settled as expeditiously as possible. In each case, the City will be kept informed as to the disposition of complaints.
 5. The contractor must immediately notify the appropriate City representative when they realize any property damage and the intended plan to cure the situation.
- B. The CONTRACTOR is responsible for maintaining a competent and coherent staff.
1. Contractor must have modern communications (cell phone and/or pagers) available to business customers and field staff. Contractor must provide a working telephone (cell phone and/or pager) number for service area calls.
 2. Contractor shall furnish all necessary labor, supervision, equipment, materials, tools, transportation, supplies, insurance, licenses, and permits necessary to properly and legally complete the service functions of the Contract in an orderly and workmanlike manner.
 3. Contractor shall supervise and direct the work and his employees to the best of his or her ability and be solely responsible for all techniques, procedures, coordination of services, and actions by his employees.
 4. Contractor service personnel shall maintain a neat appearance in suitable clothing, with identifying company attire; i.e. T-Shirt and Hat.
 5. The Contractor shall ensure their employees are equipped with adequate personal protective equipment while performing contract services. Such personal protective equipment shall include, but is not limited to; goggles, safety glasses, face shields, gloves, safety vests, protective masks, etc.

6. Contractor will comply with the Alabama Department of Transportation, Herbicide Treatment Recommendations, as set forth in CHAPTER IV: ALDOT HERBICIDE TREATMENT RECOMMENDATIONS, A MANUAL FOR ROADSIDE VEGETATION MANAGEMENT, (2014 Edition or latest revision).
- C. The CONTRACTOR is responsible for all traffic control measures.
 1. Contractors shall comply with State of Alabama Department of Transportation regulation concerning traffic control devices. Contractor shall provide signs, i.e. “Herbicide Equipment Ahead”, barricades, and/or flashing lights, as necessary, for the protection of the work and the safety of the public.
 - D. The CONTRACTOR is responsible for necessary permits.
 1. Contractor will obtain all Permits for Placement of Herbicides on Rights-of-Way by Utilities from the Alabama Department of Transportation and supply the City’s representative with documentation of said permits.

1.09 CONTRACTOR MINIMUM SERVICE REQUIREMENTS

- A. The Contractor will be required to inspect each area prior to application for the location of any livestock along with any desirable vegetation such as gardens, landscaped lawns, crops, or tree orchards adjacent to the treated areas. Prior to an application, the Contractor will provide the City’s representative with a list of locations not to be treated, address, telephone number, and reason for not treating the particular location. Contractor will supply the City with a map and/or maps showing all areas to be treated or not to be treated that particular year.
- B. The Contractor will report any potential problems that are not designated by the prior inspection, such as erodible areas which could be worsened by the herbicide application. The Contractor will contact the City’s representative and show them the questionable area before any work is performed on that site.
- C. All weeds, grass and brush will be eliminated except Bermuda grass.
- D. Producing pecans or desirable trees located along or near the top banks of the channel are not to be treated and all efforts will be made to avoid damaging these trees.

1.10 CONTRACTOR QUALIFICATIONS

- A. The CONTRACTOR shall demonstrate a minimum level of five years’ experience in herbicide application. The contractor must have performed at least five other

jobs of similar size and have treated 300,000 linear feet of ROW with its personnel within the last 24 months.

- B. The contractor shall possess all necessary licenses. The following is required for this contract. A copy of all required licenses and permits shall be provided bid response.
1. State of Alabama General Contractor's License for Herbicide Application, [Required by Ala. Code §34-8-1, et seq. (1975)] **GENERAL CONTRACTOR'S LICENSE NUMBER MUST BE NOTED ON THE OUTSIDE OF THE PROPOSAL RESPONSE ENVELOPE.**
 2. Alabama Department of Agriculture and Industries Professional Services Permit [Required by Ala. Code §2-27-2, et seq. (1975)]
 3. Commercial Pesticide Applicator License for each supervisor.
 4. Commercial Pesticide Applicator Certification for Rights-of-Way and Aquatic for each applicator.
 5. City of Tuscaloosa Business License. (Not required to submit a bid but must be obtained upon contract award)
 6. Alabama Department of Environmental Management NPDES General Permit (Required by Ala. Code §22-22A-1 to 22-22A-15 et seq. (1975))
 7. The State of Alabama must certify each person actually spraying as a Commercial pesticide applicator for custom handgun foliar treatment application and be a certified applicator licensed by the Alabama Department of Agriculture and Plant Industries in the Rights-of-Way and Aquatic Categories ((**NO EXCEPTIONS**)).
 - a. Submit the names of two (2) licensed supervisors with a minimum of five (5) years' experience.
 - b. Submit the names of four (4) certified applicators with a minimum of three (3) years' experience in the Right-Of-Way and Aquatic categories who are bona fide employees of the contractor. Contractor to furnish a listing with names, addresses and telephone numbers along with photo copies of each person's employee ID card issued by the State and their Certified Commercial Pesticide Applicator Certificate.
- C. Contractors not meeting the minimum qualifications specified shall not be considered for award of the contract.

1.11 OWNER RESPONSIBILITIES

- A. An owner representative will accompany the contractor's crew for all work.
- B. The owner shall provide a source of potable water at a location or locations to be designated by the owner.
- C. The owner shall provide access to all sewers being treated.

PART 2 PRODUCTS

2.01 COMPOSITION OF THE CHEMICAL HERBICIDE CONTROL MATERIAL

- A. The herbicide used in treatment of vegetation in drainage channel easements, except aquatics, will consist of a combination of herbicide products that will effectively control all vegetation, except Bermuda grass.
- B. The Contractor will comply with all pesticide herbicide application requirements as set forth by the Alabama Department of Agriculture and Commerce, Division of Plant Industries, Federal Environmental Protective Agency requirements; and manufacturers' instructions provided with chemicals on labels and/or in accompanying brochures. The Contractor must submit MSDS to the Water and Sewer Department for its records.
- C. The products selected shall comply with the requirements set forth by the Alabama Department of Agriculture and Industries, Federal Environmental Protection Agency, and manufacturers labels.
- D. We believe the following products to be good choices for this work. Proposers must describe the products they propose and explain how they meet or exceed these products:
 - 1. **SEWER OUTFALLS:**
Monsanto's ROUNDUP PRO CONCENTRATE herbicide at 19-24 ounces per acre combined with Dow Agro Science's GARLON 3A at 32 ounces per acre or MILESTONE VM herbicide at 7 ounces per acre and Du Pont's OUST EXTRA at 2.8 ounces per acre and/or Monsanto's OUTRIDER 1.33 ounces per acre combined with Brewer International's REBOUND surfactant, a deposition retention agent and defoaming agent, or approved equal.
 - 2. **ALL AQUATIC GROWTH OR VEGETATION GROWING IN WATER:**
Monsanto's AQUAMASTER herbicide at two percent (2%) of total solution in clean water with one quarter (1/4%) of Brewer International's

REBOUND surfactant, deposition retention agent, and defoaming agent for all aquatic growth or vegetation growing in the water, or approved equal.

3. TREES:

Primary means of vegetation control in drainage channels will be foliar application. However, where trees exist that are too tall to be treated in this manner, a cut-bark treatment using Monsanto's ROUNDUP PRO CONCENTRATE (or approved equal) according to manufacturers' recommendation.

- E. Labels and MSDS for all products will be submitted with each bid.
- F. The specified mixtures are to be applied at a rate per acre, determined by the Contractor, so as to control all vegetation except Bermuda grass for at least seventy (70) days.

2.02 APPLICATION OF THE CHEMICAL HERBICIDE CONTROL MATERIAL REQUIREMENTS

- A. Custom handgun foliar treatment only by skilled, experienced, certified applicators should be the primary means of herbicide application.
- B. Contractor may utilize truck-mounted spray-rigs to access the areas to be treated by means of walking, wading or swimming as is necessary while using hoses to access the work. Large 4-wheel drive and other spray equipment will be kept out of the creeks to prevent damage to the channel and/or erosion.
- C. The Contractor will not apply any herbicide when rainfall is forecasted within four (4) hours of time of application, during periods of rainfall or immediately following periods of rainfall while vegetation retains rainfall moisture on the surfaces of plants.
- D. The Contractor will not apply any herbicide when wind speed is in excess of ten (10) mph.
- E. The Contractor, while in the process of applying herbicides, will acquire GPS tracts of all areas being treated. These GPS tracts will be submitted to the Maintenance Data Coordinator on a weekly basis. This will include initial treatments and any and all re-treatments.
- F. The Contractor will maintain daily contact with the CITY ROW Supervisor as to the Contractor's current work location and progress.

2.03 APPLICATION OF THE CHEMICAL HERBICIDE EQUIPMENT REQUIREMENTS

- A. All equipment used by the Contractor for herbicide application must comply with all applicable State, Federal and OSHA Regulations.
- B. A permanent amber caution light will be mounted on top of each piece of equipment that operates near public roads.
- C. Equipment should be marked with the name of the contractor for identification purposes.
- D. Equipment must be clean and in proper working order at all times. Equipment found not to be in compliance with these specifications will be reason for the City to stop work.
- E. Work performed by the contractor may require transporting grounds care equipment from property to property, using truck and trailer haulers. Under no circumstances, (unless approved by the City), will contractors be allowed to park transport equipment on turf areas or mulched bed areas while servicing City properties. Contractors may park at meters, or in parking lots in designated parking spaces, on the day of their maintenance. The City will not require companies that are under contract with the City for Herbicide Services to feed parking meters while servicing their Water Works and Sanitary Sewer City properties.

2.04 APPLICATION OF THE CHEMICAL HERBICIDE INSPECTION REQUIREMENTS

- A. No later than thirty (30) days after completion of each application a joint inspection by representatives of the contractor and the Water and Sewer Department will be made to decide the effectiveness of herbicide treatment. Contractor will supply the City with map and/or maps showing all areas that have received treatment. In addition to these joint inspections, the contractor will be required to conduct routine inspections during the growing season and present all findings to the City's representative.
- B. Any work deemed unsatisfactory by the City's representative will be retreated at no additional cost to the City. These re-treatments will not be limited to frequency, timing and/or width. A subsequent inspection of areas which receive spot treatments will be conducted to determine effectiveness of the treatment for further treatment.
- C. If retreatment continues to be unsuccessful, the City may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

- D. Contractor will photograph all locations, before treatment and thirty (30) days after treatment, and provide copies of such documentation to the appropriate City representative. In addition, Contractor will supply the City a final map and/or maps indicating re-treatments and photograph locations.

**2.05 APPLICATION OF CHEMICAL HERBICIDE MEASUREMENT
AND PAYMENT FOR SERVICES**

- A. Measurement shall be based by the linear foot with a width up to thirty (30) feet treated per linear foot.

PART 3 EXECUTION (NOT USED)

END OF SECTION

SCOPE OF SERVICE - AIRPORT

A. Scope of Work:

1. The contractor will furnish all herbicides, personnel, qualified supervision and insurance to apply herbicides to vegetation growing on the Tuscaloosa Municipal Airport, Tuscaloosa, Alabama as indicated in Appendix 1.
2. Areas of the airport to receive herbicide treatment is further defined as follows:
 - a. Airport perimeter, security fence in all areas where maintenance by others precludes the need for treatment, including airport ramps, runways and taxiways.
 - b. A diamond area of 10 feet across at all airfield lights and signs.
 - c. The area between the runways and their adjacent taxiways, and along said runway where no adjacent taxiway to a runway, an area of 50 feet in width. The area outside of and along the taxiways and the end of the runways with a width of 30 feet.

B. Inspection of Work:

1. The Contractor will be required to inspect each area prior to application for the location of any desirable vegetation. Prior to an application, the Contractor will provide the Department of Transportation's representative with a map of locations to be skipped and reason for skipping the particular location. The Contractor will control his/her operation in order to avoid damage to the skipped areas and will be responsible for any and all damages.
2. No later than 30 days after the completion of each application a joint inspection by representatives of the contractor and the Department of Transportation will be made to determine the effectiveness of the herbicide treatment.
3. In cases where the herbicide application is not totally effective, follow-up treatments will be applied as required. A subsequent inspection of areas which receive spot treatments will be conducted to determine effectiveness of the treatment for further treatment.

C. Schedule of Work:

1. All areas defined in scope of work will receive one herbicide spray treatment during 2016 as follow:

First Treatment - To commence within ten days of notice to proceed.

Second Treatment - To commence within ten days of notice to proceed and

beginning within 60-75 days of the first treatment.

Third Treatment - To commence within ten days of notice to proceed (if necessary) and beginning within 60-75 days of the second treatment.

Follow-up

Treatment - As required within (30) thirty days following completion of first, second and third treatments reflected above, when necessary to secure effective control as required by these specifications.

2. The contractor will submit a work schedule, including a detailed explanation of what and when the areas will be treated, for the Transportation Department's review.
3. Herbicide application will not be performed when weather, wind, and/or temperature would be adverse to safe, effective herbicide application.

D. Material Requirements:

1. The herbicides used in the treatment of vegetation, except aquatics, will consist of a combination of herbicide products which will effectively control all vegetation, except Bermuda grass. Any Bermuda grass that is killed or permanently damaged will be replanted, by the Contractor, by means of seeding, and growth will be assured. Replanting will be done at no additional cost to the City of Tuscaloosa.
2. Herbicides to be used for the **Selective** treatment of the airport will be strictly adhered to as follows. Use BASF's **PLATEAU** herbicide at (4) four ounces per acre combined with Syngenta's **ENDURANCE** herbicide, and Nufarm's **WEEDAR 64** at manufacturers' recommended rates, or approved equal.
3. Use Monsanto's **ROUND UP PRO** herbicide at (2%) of total solution combined with (10) ten pounds of DuPont's **KARMEX** and Syngenta's **ENDURANCE** herbicide for **Non-Selective** treatment of growth or vegetation growing in fences, lights and signs or an approved equal.
4. The above herbicides shall be combined with water in sufficient volume so as to provide uniformed coverage.
5. Labels and **MSDS** for all products shall be submitted.
6. Spot treatments shall be made with the mixes listed above to achieve

desired control of vegetation as outlined in these specifications (see B.3).

7. Optional mixes may be considered but only upon written approval from the Transportation Department. The products selected shall comply with the requirements set forth by the Alabama Department of Agriculture and Industries, Federal Environmental Protection Agency, and manufacturers labels. Optional choices shall be deemed in no way to release the Contractor from all liability associated with their choice of herbicides for application on this project. **MSMA** herbicide will **NOT** be allowed for any treatment.
8. The City of Tuscaloosa reserves the right to pull samples from the tank mixtures used in the application of herbicides and have them tested by an independent lab to verify the contents are meeting contract specifications.
9. Primary means of vegetation control shall be foliar hand application. However, where trees are too tall to be treated in this manner exist, a cut-bark treatment using Monsanto's **ROUND UP PRO** (or approved equal) as per manufacturer's recommendation.
10. Producing pecan or desirable trees located along or near the security fence are not to be treated and all efforts shall be made to avoid damaging or killing of these trees.
11. The Contractor shall be held liable for any damage incurred to yards, gardens, and other private property damaged as a result of over spray or drift. The Contractor will also be responsible to damage incurred to areas not authorized by the Transportation Department to be treated with herbicide application.
12. The Contractor shall comply with all pesticide herbicide application requirements as set forth by the Alabama Department of Agriculture and Industries, Federal Environmental Protective Agency requirements, and manufacturer's instructions provided with chemicals on labels and/or in accompanying brochures. The Contractor should submit documentation of acceptability to the Transportation Department for its records.

E. Equipment Requirements:

1. All equipment used by the contractor for herbicide application must be certified and licensed by the Alabama Department of Agriculture and Industries and must comply with all applicable State, Federal and OSHA Regulations. A permanent rotating amber caution light will be mounted on top of each piece of equipment that operates from public roads. All application equipment must be inspected and licensed by the Alabama Department of Agriculture and Plant Industries and bear the inspection label on the equipment.
2. Aerial application will be prohibited in this contract.

F. Method of Application:

1. Custom hand gun, tractor mounted and truck mounted spray equipment will be operated by only skilled, experienced applicators and shall be the primary means of herbicide application. Large 4-wheel drive tractors, skidders or tract types of equipment shall be kept off of the right-of-way to prevent damage or erosion to the right-of-way.
2. Each person actually spraying herbicide must be a certified applicator licensed by the Alabama Department of Agriculture and Plant Industries (**NO EXCEPTIONS**). All applicators shall wear uniforms at all times while working. Equipment must be clean and in proper working order at all times. Personnel or equipment found not to be in compliance with these specifications shall be reason for the Transportation Department to stop work.

G. Construction Requirements:

1. The area of the airport within the aircraft operations area (AOA) to receive herbicide treatment is under the control of the ATCT during the hours of 7 a.m. – 8 p.m. Continuous radio contact with the ATCT, using City furnished radio, is required. During any other hours, continuous monitoring of pilots' radio traffic for coordination of ground vehicle movement with pilots via radio is required.
2. The Contractor shall be required to inspect each area prior to application for the location of desirable vegetation adjacent to the treated areas. The Contractor shall control their operation to avoid damage to these areas and shall be responsible for any and all damages.
3. Any work to be added or deleted under this contract shall be by Change Order only.
4. All documentation pertaining to the additions or deletions of work shall be maintained in a project file by the Transportation Department.

H. Technical Specifications:

1. Vegetation is defined as all grasses, weeds, vines and brush (except Bermuda grass).

I. General:

1. All weeds, undesirable grasses, and brush shall be eliminated except Bermuda grass. Any Bermuda grass that is killed or permanently damaged shall be replanted, by the Contractor, by means of seeding, and growth will be assured. Replanting shall be done at no additional expense to the City of Tuscaloosa.

2. Contractor must have Custom Pesticide Applicator's License issued by Alabama Department of Agriculture and Industries and the License Number shall be furnished.
3. The Contractor shall not apply any herbicides when rainfall is forecast within eight (8) hours of time of application, during periods of rainfall, or immediately following periods of rainfall while vegetation retains rainfall moisture on the surfaces of the plants.
4. All areas treated shall be inspected by the contractor thirty (30) days following first scheduled treatment, as reflected in paragraph C.1. above, to determine if treatment of vegetation has been effective and achieved 100% coverage. In all cases where coverage is not 100% complete, spot treatment will be applied as required. A subsequent inspection of areas which receive spot treatment shall be conducted to determine effectiveness of the treatment.
5. The contractor shall have personnel certified to operate on the airfield. Airfield driving training will be provided by the airport and approved by the Airport Manager