

## ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

**AGREEMENT WITH CITY OF JONESBORO FOR THE  
REMOVAL OF LITTER AND  
MOWING AND TRIMMING OF HIGHWAY RIGHT-OF-WAY  
HIGHWAY 63, SECTIONS 6 & 7 (CRAIGHEAD COUNTY)**

**DESCRIPTION:** This agreement shall consist of removal and disposal of litter and the mowing and trimming of the highway rights of way for vegetation control. The City of Jonesboro shall provide all labor, equipment, and materials to accomplish the removal and disposal of litter and the mowing and trimming for one growing season of the designated areas in accordance with these specifications, plans and as directed by the Engineer. The Engineer is the District Engineer or their authorized representative. A mowing cycle shall be removal and disposal of litter and one complete mowing of the areas designated on the Plans.

**PROJECT SCOPE:** The route(s) along which work is to be performed is shown in the attached map and tables 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 3<sup>rd</sup> 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. If areas are designated to not be mowed or the number of cycles is reduced, removal and disposal of litter may be performed in those areas as determined by the Engineer.

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**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 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.

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 City 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 City's primary contact in all matters relating to the work will be the Area Maintenance Supervisor for Craighead county. The Area Supervisor's telephone number is 870-932-2339 (Cell 870-273-4942).

The City 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: Between July 1 and July 31 (inclusive of those days)
- 3<sup>rd</sup> Mowing: Between October 1 and the day before Thanksgiving Day (inclusive of those days)

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**Additional mowings elected to be performed by the City will not be paid for separately, but will be considered included in the compensation provided in this agreement for the three scheduled mowing cycles above.**

A mowing cycle is considered complete when all mowing, hand trimming and litter removal are complete to the satisfaction of the Engineer.

Before submitting an invoice, the City shall inspect the work for compliance, and then contact the Area Supervisor for a final inspection.

**GENERAL REQUIREMENTS:** 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 City shall mow only those areas that are designated. The City 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 City shall conduct operations in such a manner that does not damage the existing ground areas, trees, shrubs, guardrail, signs, utilities, delineators or other structures. The City 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 City 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 City's operations requires repair or replacement by the Department, the cost of such work shall be deducted from monies due the City. Mowing with rotary mowers shall be in such a manner that cuttings and debris are ejected away from the roadway (See attached drawing). If debris is thrown or carried onto the paved surface by mowing or trimming operations, the City shall immediately remove the debris. If the City fails to immediately remove debris, the Engineer may have the debris removed by Department forces and deduct the cost of the work from monies due the City.

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.

**All work shall be performed with employees of the City, with the exception of litter removal which may be performed by inmate litter pick up. The City shall not sublet the work or any portion of the work.**

02/13/13

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HIGHWAY 63, SECTIONS 6 & 7 (CRAIGHEAD COUNTY)**

**ADVANCE WARNING SIGNS:** The City 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 City 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 48" x 48", 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 two (2) miles beyond the advance warning signs. As operations advance, the warning signs shall be advanced so as to maintain the operations within two (2) 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 established in this agreement per acre for Removal and Disposal of Litter and for Mowing and Trimming.

**SAFETY APPAREL FOR WORKERS:** All workers shall be provided with high visibility safety apparel meeting the Performance Class 2 or 3 requirements of ANSI/ISEA 107-2004, "American National Standard for High-Visibility Safety Apparel and Headwear", in accordance with regulations for workers on Federal Aid Highways.

**LIABILITY:** The City 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.

**TERMINATION OF AGREEMENT:** The Engineer may give written notice of delay, neglect, or cancellation of this agreement to the Mayor of Jonesboro if the City:

Fails to perform work according to this agreement, or

Fails to begin work within the time specified for each scheduled cycle, or

Fails to perform the work with sufficient resources to assure timely completion, or

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HIGHWAY 63, SECTIONS 6 & 7 (CRAIGHEAD COUNTY)

Fails to perform the work in accordance with the requirements of this agreement 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

**METHOD OF MEASUREMENT:** Quantities for Mowing and Trimming and Removal and Disposal of Litter, as shown on the attachment 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 City, 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 in the attachment 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 agreed 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.

Payment will be made under:

ITEM	PAY UNIT	UNIT PRICE
Removal and Disposal of Litter	Acre	\$10.00
Mowing and Trimming	Acre	\$13.24

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HIGHWAY 63, SECTIONS 6 & 7 (CRAIGHEAD COUNTY)**

The City of Jonesboro now hereby enters this agreement with the Arkansas State Highway and Transportation Department to perform mowing and litter pickup within the limits established by and in accordance with this document without any further obligations not identified herein. (A Resolution by the City Council must accompany this agreement).

\_\_\_\_\_  
Mayor of Jonesboro

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jonesboro City Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
District Engineer

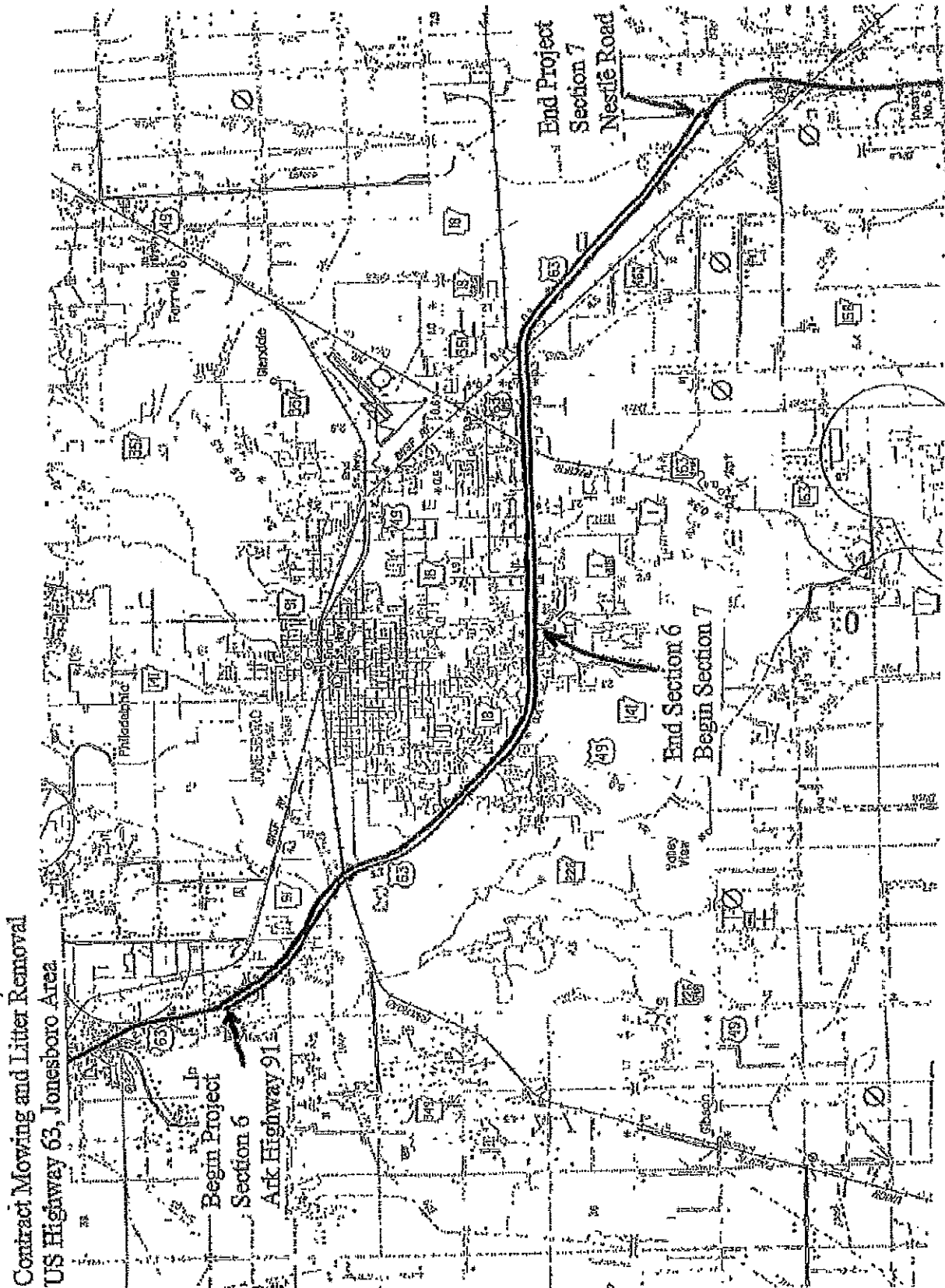
\_\_\_\_\_  
Date

\_\_\_\_\_  
Division Head – Equipment and Procurement Div.

\_\_\_\_\_  
Date

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

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MOWING AND TRIMMING OF HIGHWAY RIGHT-OF-WAY  
HIGHWAY 63, SECTIONS 6 & 7 (CRAIGHEAD COUNTY)



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 HIGHWAY 63, SECTIONS 6 & 7 (CRAIGHEAD COUNTY)

JOB NO.  
 ROUTE 16-63-6  
 JOB LIMITS L.M. 8.74 TO L.M.14.79 (Hwy. 91 - Hwy. 1B)  
 COUNTY\_\_ CRAIGHEAD

SECTION LIMITS L.M. TO L.M.	LENGTH	LML	FIRST AND SECOND MOWING CYCLES				TOTAL ACRES
			acres		RML		
		OUTSIDE	INSIDE	INSIDE	OUTSIDE	acres	
8.74 - 9.15	0.41	30	12.5	2.11	12.5	30	4.22
9.09	Hwy 91 Interchange		30' Inside, Outside Ramps and inside Fr Rd; outside Fr Rd TO R/				16.3
9.15 - 10.22	1.07	R/W	12.5	9.86	12.5	30	15.37
10.99	Washington St Interchange		30' Inside, Outside Ramps and inside Fr Rd; outside Fr Rd TO R/				13.98
10.22 - 11.74	1.52	30	12.5	7.83	12.5	30	15.66
11.74 - 12.08	0.34	R/W	12.5	3.68	12.5	R/W	7.36
12.45 - HWY. 226 INTERCHANGE			30' Inside, Outside Ramps and inside Fr Rd; outside Fr Rd TO R/				24.55
12.65 - 13.30	0.65	R/W	12.5	8.04	12.5	R/W	16.09
13.56 - HWY. 49 INTERCHANGE			30' Inside, Outside Ramps and inside Fr Rd; outside Fr Rd TO R/				19.01
13.79 - 14.49	0.7	R/W	12.5	7.6	12.5	R/W	15.2
14.79 - HWY. 1B INTERCHANGE			30' Inside, Outside Ramps and inside Fr Rd; outside Fr Rd TO R/				23.44
						Total for cycle	171.18
						Total for 2 cycles	342.36

L.M. TO L.M.	LML	THIRD MOWING CYCLE				TOTAL ACRES	
		acres		RML			
	OUTSIDE	INSIDE	INSIDE	OUTSIDE	acres		
8.74 - 9.15	R/W	12.5	4.22	12.5	R/W	8.45	
9.09	Hwy 91 Interchange	50' Inside, Outside Ramps and inside Fr Rd; outside Fr Rd TO R/W				23.23	
9.15 - 10.22	R/W	12.5	11.03	12.5	R/W	22.05	
10.99	Washington St Int.	50' Inside, Outside Ramps and inside Fr Rd; outside Fr Rd TO R/W				23.39	
10.22 - 11.74	30	12.5	7.83	12.5	30	15.66	
11.74 - 12.08	R/W	12.5	3.68	12.5	R/W	7.36	
12.45 - HWY. 226 INTERCHANGE		50' Inside, Outside Ramps and inside Fr Rd; outside Fr Rd TO R/W				32.92	
12.65 - 13.30	R/W	12.5	8.04	12.5	R/W	16.09	
13.56 - HWY. 49 INTERCHANGE		50' Inside, Outside Ramps and inside Fr Rd; outside Fr Rd TO R/W				26.72	
13.79 - 14.49	R/W	12.5	7.6	12.5	R/W	15.2	
14.79 - HWY. 1B INTERCHANGE		50' Inside, Outside Ramps and inside Fr Rd; outside Fr Rd TO R/W				32.04	
						Total for cycle	223.11

Note: Extra acres added at interchanges for a 15' pass of mowing each side of drainage ditches and around other drainage.



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HIGHWAY 63, SECTIONS 6 & 7 (CRAIGHEAD COUNTY)

JOB NO.  
ROUTE 16-63-7  
JOB LIMITS L.M.0.00 TO L.M.11.87 (Hwy. 1B - Nestle Road)  
COUNTY\_\_ CRAIGHEAD

SECTION LIMITS L.M. TO L.M.	LML LENGTH OUTSIDE	<u>FIRST AND SECOND MOWING CYCLES</u>						TOTAL ACRES
		RML			RML			
		INSIDE	ACRES	INSIDE	OUTSIDE	ACRES		
0.32 - 0.86	0.54 R/W	12.5	7.21	12.5	R/W	7.21	14.42	
1.13 - CARAWAY RD. INTERCHANGE		30' INSIDE RAMPS, OUTSIDE RAMPS TO R/W						20.89
1.32 - 1.46	0.14 R/W	12.5	1.84	12.5	R/W	1.84	3.68	
1.64 - STADIUM DR. INTERCHANGE		30' INSIDE RAMPS, OUTSIDE RAMPS TO R/W						18.24
1.93 - 2.59	0.66 R/W	12.5	11.77	12.5	R/W	11.77	23.54	
2.65 - WILLOW ST. Overpass		30' INSIDE RAMPS, OUTSIDE RAMPS TO R/W						6.61
2.75 - 3.10	0.35 R/W	12.5	4.61	12.5	R/W	4.62	9.23	
3.47 - HWY. 463 INTERCHANGE		30' INSIDE RAMPS, OUTSIDE RAMPS TO R/W						20.64
3.47 - 4.02	0.55 R/W	25	5.04	25	R/W	5.04	10.08	
4.27 - Hwy 18 Spur Interchange		30' INSIDE RAMPS, OUTSIDE RAMPS TO R/W						17.54
4.51 - 5.00	0.49 R/W	25	4.45	25	R/W	4.45	8.9	
5.00 - 6.13	1.13 30	25	7.53	25	30	7.53	15.06	
6.13 - 6.63	0.5 30	25	3.33	25	30	3.34	6.67	
6.63 - 6.76	0.13 30	25	0.85	25	30	0.85	1.7	
7.12 - Nestle Road Interchange		30' ON EACH SIDE OF RAMPS AND MAINLANES						19.67
7.48								
Total for cycle							196.87	
Total for 2 cycle							393.74	

L.M. TO L.M.	LML OUTSIDE	<u>THIRD MOWING CYCLE</u>						TOTAL ACRES
		INSIDE	ACRES	INSIDE	OUTSIDE	ACRES		
0.32 - 0.86	R/W	12.5	7.21	12.5	R/W	7.21	14.42	
1.13 - CARAWAY RD. INTERC	55'	INSIDE RAMPS AND MAINLANES; OUTSIDE RAMPS TO R/W						28.42
1.32 - 1.46	R/W	12.5	1.84	12.5	R/W	1.84	3.68	
1.64 - STADIUM DR. INTERCH	55'	INSIDE RAMPS AND MAINLANES; OUTSIDE RAMPS TO R/W						25.65
1.93 - 2.59	R/W	12.5	11.77	12.5	R/W	11.77	23.54	
2.65 - WILLOW ST. Overpass	55'	INSIDE RAMPS AND MAINLANES; OUTSIDE RAMPS TO R/W						8.90
2.75 - 3.10	R/W	12.5	4.61	12.5	R/W	4.62	9.23	
3.47 - HWY. 463 INTERCHANC	55'	INSIDE RAMPS AND MAINLANES; OUTSIDE RAMPS TO R/W						30.33
3.47 - 4.02	R/W	25	5.04	25	R/W	5.04	10.08	
4.27 - Hwy 18 Spur Interchange	55'	INSIDE RAMPS AND MAINLANES; OUTSIDE RAMPS TO R/W						22.5
4.51 - 5.00	R/W	25	4.45	25	R/W	4.45	8.90	
5.00 - 6.13	R/W	25	10.45	25	R/W	10.45	20.90	
6.13 - 6.63	30	25	3.33	25	R/W	4.85	8.18	
6.63 - 6.76	R/W	25	1.26	25	R/W	1.26	2.52	
7.12 - Nestle Road Interchange	55'	INSIDE RAMPS AND MAINLANES; OUTSIDE RAMPS TO R/W						40.81
7.48								
Total for cycle							258.06	

SUMMARY	first, second	third	All Season
Sect 6	342.36	223.11	
Sect 7	393.74	258.06	
Total	736.10	481.17	1217.27

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First, Second, and Third Mowing Cycle

COUNTY	ROUTE	SECTION	L.M.	L.M.	LENGTH	CITY/TOWN	ACRES
Craighead	63	6	8.74	14.79	6.05	Jonesboro	565.47
Craighead	63	7	0.32	7.48	7.16	Jonesboro	651.80
							13.21
							1217.27

REMOVAL & DISPOSAL OF LITTER

\$10.00

MOWING & TRIMMING

\$13.24

ACRES

Jonesboro	Inside C.L.	1217.27	\$23.24	<u>28289.35</u>
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**TOTAL INVOICE BEFORE TAXES: \$ 28289.35**

ARKANSAS SALES TAX ON TOTAL AMOUNT (6%)	\$ 1697.36
Craighead County 1.000%	282.89
Jonesboro 1.500%	<u>424.34</u>

**TOTAL SALES TAX ADDED TO INVOICE: \$30693.94**

<b>Total:</b> <b>\$30693.94</b> <b>Per Year (3 Cycle)</b>
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