



## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk  
Post Office Box 620  
Perry, Florida 32348  
(850) 838-3506 Phone  
(850) 838-3549 Fax

LAWANDA PEMBERTON, County Administrator  
201 East Green Street  
Perry, Florida 32347  
(850) 838-3500, extension 7 Phone  
(850) 838-3501 Fax

CONRAD C. BISHOP, JR., County Attorney  
Post Office Box 167  
Perry, Florida 32348  
(850) 584-6113 Phone  
(850) 584-2433 Fax

### NOTICE OF REQUEST FOR BIDS

The Taylor County Board of County Commissioners is soliciting sealed bids for **ROADSIDE**

### **RIGHT-OF-WAY MOWING.**

Qualified firms or individuals desiring to provide the required services must submit their bid package in an envelope or similar package marked "Sealed bids for "ROADSIDE RIGHT-OF-WAY MOWING" to the Clerk of Court, 1<sup>st</sup> Floor Courthouse, 108 North Jefferson Street, Suite 102, or P.O. Box 620, Perry, Florida 32348, to arrive no later than **4:00P.M.**, local time, on **March 29, 2019.** All bids **MUST** have the respondent's name and mailing address clearly shown on the outside of the envelope or package when submitted. Bids will be opened and bidders/respondents announced at **6:25 pm** local time, or as soon thereafter as practical, on **April 1, 2019** in the Taylor County Administrative Complex, Old Post Office, 201 East Green Street, Perry, Florida 32347.

Bid documents **MUST** be obtained from the Clerk of Court, 1st. Floor Courthouse, 108 North Jefferson St., Suite 102, or P.O. Box 620, Perry, Florida 32348, (850) 838-3506.

The County reserves the right, in its sole and absolute discretion, to reject any or all bids, to cancel or withdraw this bid at any time and waive any irregularities in the bid process. The County reserves the right to award any contract(s) to the bidder/respondent which it deems to offer the best overall service, therefore, the County is not bound to award any contract(s) based on the lowest quoted price. The County, in its' sole and absolute discretion, also reserves the right to waive minor defects in the process and to accept the bid deemed to be in the County's best interest. The County, in it' sole and absolute discretion, also reserves the right to assign a local business preference in an amount of five (5) percent of the bid price, pursuant to Taylor County ordinance No. 2003-12. **No faxed proposals/bids/SOQs will be accepted.**

**For additional information contact:**

**Hank Evans, Director of Public Works**

587 Hwy 27 East

Perry, Florida 32347

(850) 838-3528



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### GENERAL BID INFORMATION

1. Bid information **MUST** be obtained from the Clerk of Court, 1st. Floor Courthouse, 108 North Jefferson St., Suite 102, or P.O. Box 620, Perry, Florida 32348.
2. Bids must be submitted in person to the Clerk of Court, 1<sup>st</sup> Floor Courthouse, 108 North Jefferson St., Suite 102, or by mail to P.O. Box 620, Perry, Florida 32348 to arrive no later than **4:00P.M., local time, March 29, 2019.**
3. Bids must be in a sealed envelope plainly marked on the outside: **"Sealed Bids for ROADSIDE RIGHT-OF-WAY MOWING"**.
4. **All bids MUST have the respondent's name and mailing address clearly shown on the outside of the envelope or package when submitted.**
5. Bids that are not delivered to the physical address of the Clerk of Court prior to the specified time will not be considered and **will be returned to the bidder/respondent unopened.**
6. Once opened no bid may be withdrawn prior to the Board of County Commissioners action without written consent of the Clerk of Court.
7. Bidders/Respondents must complete and furnish with their bid, the Florida Public Entity Crimes Statement as required by F.S. 287.133 (3) (a).
8. Bids shall be received and bidders/respondents announced on **April 1, 2019 at 6:00 P.M.**, or as soon thereafter as practical, in the Taylor County Administrative Complex, Old Post Office, 201 East Green Street, Perry, Florida 32347.

9. The Taylor County Board of County Commissioners reserves the right, in its sole and absolute discretion, to reject any or all bids, to cancel or withdraw this bid at

General Proposal/Bid/SOQ Information  
(Continued)

any time and waive any irregularities in the bid process. The County reserves the right to award any contract(s) to the bidder/respondent which it deems to offer the best overall service, therefore, the County is not bound to award any contract(s) based on the lowest quoted price. The County, in its sole and absolute discretion, also reserves the right to waive minor defects in the process and to accept the bid deemed to be in the County's best interest.

10. It is the responsibility of the bidders/respondents to fully understand and follow all contract expectations.
11. All bids submitted, requiring General Liability and Workmen's Compensation Insurance, per the bid specifications, must include a Certificate of Insurance showing \$1,000,000.00 liability insurance, listing Taylor County as additional insured, or a sworn statement from an insurance agent, verifying that if the prospective bidder/respondent is awarded the bid, a Certificate of Insurance will be issued to the successful bidder/respondent within thirty (30) days of the acceptance of the bid, in the amount stated. Also include the Declaration Page from the insurance policy, showing Workmen's Compensation Insurance on all employees working on the project. Any bidder/respondent, who does not furnish the required insurance documents within thirty (30) days after the bid award, is hereby advised that the bid will be given to the lowest bidder/respondent who meets all bid specifications. Workers' Compensation exemptions will be accepted upon providing a current certificate, Articles of Incorporation, and a signed Taylor County Workers' Compensation Hold Harmless Agreement. Any responder who does not furnish the required insurance documents will not be considered.
12. The Taylor County Board of County Commissioners **Does Not Accept Faxed Bids.**
13. Bidders/Respondents who elect to send sealed bids Overnight Express or Federal Express, must send them to the physical address of: Clerk of Court, 1<sup>st</sup> Floor Courthouse, 108 North Jefferson St., Suite 102, Perry, Florida 32347.
14. For additional information, contact:

Hank Evans  
Director of Public Works  
587 Hwy 27 East  
Perry, Florida 32347

(850) 838-3528

## **BID CHECKLIST**

Check Items Included  
With Bid:

- \_\_\_\_\_ 1. Required bid information referenced above.
- \_\_\_\_\_ 2. Certificate of Liability Insurance or Agent Statement as outlined in the General Considerations (**MUST BE INCLUDED**).
- \_\_\_\_\_ 3. Declaration Page from Workmen's Compensation Insurance or Exemption Certificate issued by the State and Workers' Compensation Hold Harmless Agreement (**MUST BE INCLUDED**).
- \_\_\_\_\_ 4. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a) (**AFFIDAVIT ENCLOSED**).

If a Performance Bond is required, the successful bidder must provide same prior to the County accepting a contract for services.

**Checklist must be included with the bid.**

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. \_\_\_\_\_  
for \_\_\_\_\_

2. This sworn statement is submitted by \_\_\_\_\_  
(Name of entity submitting sworn statement)

Whose business address is \_\_\_\_\_

\_\_\_\_\_ and

(if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_,

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn

statement: \_\_\_\_\_.)

3. My name is \_\_\_\_\_ and my relationship to the entity  
named above is \_\_\_\_\_.

4. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that “convicted” or “conviction” as defined in Paragraph 287-133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

A. A predecessor or successor of a person convicted of a public entity crime: or

B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a “person” as defined in Paragraph 287.133(1)(g)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, share holders, employees, members, or agents who are active in management of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 AND (Please indicate which additional statement applies.)

\_\_\_\_\_ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order).

\_\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing office of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_,  
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this \_\_\_\_\_ day

of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

# BID FORM

PROJECT IDENTIFICATION: \_\_\_\_\_

THIS BID IS SUBMITTED TO:

**Clerk of Courts  
1st Floor Courthouse  
or P.O. Box 620  
Perry, Florida 32348**

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders. This Bid will remain subject to acceptance for thirty-five days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement and other documents required by the Bidding Requirements within fifteen days after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement that:
  - (a) BIDDER has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.
  - (b) BIDDER is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
  - (c) BIDDER has given OWNER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which the Bid is submitted.
  - (d) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
4. BIDDER will complete the Work in accordance with the Contract Documents for the following price(s):
  - a) BID PRICE PER ACRE FOR ALL INCLUSIVE WORK: \_\_\_\_\_

5. The following documents are attached to and made a condition of this Bid:

(a) Required Bidder's Qualification Statement with supporting data.

6. Communications concerning this Bid shall be addressed to:

\_\_\_\_\_ (850) 838-3529, if by telephone

Or

\_\_\_\_\_  
587 E. US 27  
Perry, Florida 32347, if by mail.

7. Terms used in this Bid which are defined in the Standard General Conditions or Instructions will have the meanings indicated in the Standard General Conditions or Instructions.

SUBMITTED on \_\_\_\_\_, 2015

If BIDDER is:

An Individual

By \_\_\_\_\_ (SEAL)  
(Individual's Name)

doing business as \_\_\_\_\_

\_\_\_\_\_

Business address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_

A Partnership

By \_\_\_\_\_ (SEAL)  
(Firm Name)

\_\_\_\_\_

(General partner)

Business address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_



A Corporation

By \_\_\_\_\_ (SEAL)  
(Corporation Name)

\_\_\_\_\_  
(State of Incorporation)

By \_\_\_\_\_ (SEAL)  
(Name of person authorized to sign)

\_\_\_\_\_  
(Corporate Seal) (Title)

Attest \_\_\_\_\_  
(Secretary)

Business address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_

Date of Qualification to do business is: \_\_\_\_\_

## **SPECIFICATIONS FOR ROADSIDE RIGHT-OF-WAY MOWING**

The contractor agrees to perform the following work in Taylor County, Florida for the County;

**SCOPE OF WORK:** To maintain county road right-of-way by mowing during the prescribed time period and at the required frequency. Contract term to begin April 1, 2019 and end on March 31, 2022, to mow approximately 1,100 acres at a frequency of 3 to 4 times or as otherwise directed by the Taylor County Director of Public Works. Mowing shall be along both sides of road right-of-ways from the edge of the roadway (pavement) to the currently maintained and cleared mow limit. The exact location of the County Roads to be mowed is filed with and in the County Public Works Department. This contract shall be for a 3 year (36 month) period commencing April 1, 2019, and ending on March 31, 2022. This contract may be renewed at the end of said (36 month) period for an additional term of (1) year under terms and conditions agreed to by both the County and the Contractor. If the Contractor desires, or decides not to renew the contract for the additional (1) year, it shall notify the County by certified mail no later than 60 days prior to the end of the contract term.

The County retains the right to vary the acres to be mowed and to adjust both the frequency of mowing as well as to extend or shorten the mowing period. The mowing schedule is under the direction of the County Public Works Director and payment for acres mowed will be at the end of each mowing cycle based on invoices furnished for work completed and approved. Mowing shall be conducted during daylight hours unless previously approved by the County Public Works Director. Mowing shall be done with accepted safe work practices and there shall be minimum interference with public access to and use of County Roads. The mowing shall be performed to minimize mowing debris on private property and public right-of-way.

This contract shall not be sublet, transferred, assigned or otherwise conveyed by the contractor without prior written approval of the Board of County Commissioners.

The contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the work plan, specifications, procedures and terms of the contract.

**REGISTRATIONS AND PERMITS:** The contractor shall be required to register all vehicles operated under this contract in accordance with F. S. 320. A notarized affidavit from the Contractor stating that all vehicles they operate are registered in compliance with F. S. 320 will be acceptable as indication of compliance with this requirement. No payments may be made on this contract until the County has such proof on file. Failure by the Contractor to register all motor vehicles operated under this contract will be cause for disqualification of the Contractor.

It shall be the Contractor's responsibility to secure all permits necessary to conduct the work in accordance with required regulations and to notify all applicable utilities or parties affected by his operations. He shall further be responsible for all fees associated with the performance of this contract.

No work shall be performed under the provisions of this contract on any properties outside the limits of the County right-of-way.

**WORK SCHEDULE:** In general, all work shall be performed during daylight hours. For special operations, night work may be allowed if so authorized by the written approval of the Director of Public Works. No work shall be done when weather conditions limit good visibility to less than 500 feet.

**PRESERVATION OF PROPERTY:** The Contractor shall preserve from damage all property associated with, or which is in the vicinity of, or is in any way affected by, the work. This applies to public and private property and/or utilities.

**HOLD HARMLESS:** To the extent allowed by law, the Contractor shall indemnify, defend and save and hold harmless, the County, all of its officers, agents or employees from all suits, actions, claims, demands, liabilities of any nature whatsoever arising out of, because of, or due to breach of this agreement by the Contractor, its sub-consultants, agents, or employees or due to any negligent act or occurrence of omission or commission of the Contractor, its subcontractors, agents, or employees. Neither Contractor nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property caused or resulting from the sole negligence of the County or any of its officers, agents or employees.

**GENERAL LIABILITY INSURANCE:** The contractor shall carry and keep in force during the period of this contract a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance of one million dollars (\$1,000,000.00), for the services and work to be rendered in accordance with this contract.

Certificates of such insurance shall be filed with the County prior to beginning work under this contract and shall be subject to approval for adequacy of protection.

**WORKER'S COMPENSATION INSURANCE:** The Contractor shall provide Worker's Compensation Insurance in amounts sufficient to secure the benefits of the Florida Worker's Compensation Law for all of his employees. The Contractor shall insure that the employees of a subcontractor are covered by similar insurance. Workers' Compensation exemptions will be accepted upon providing a current certificate, Articles of Incorporation, and a signed Taylor County Workers' Compensation Hold Harmless Agreement.

**DESCRIPTION:** The work in this section consists of the routine mowing of grassed or vegetated roadside areas with conventional high production style mowing equipment. Vegetation shall consist of all grass, part grass and part succulent weed growth or all succulent weed growth within the area to be mowed.

**MOWING AREAS:** A map of areas to be mowed may be reviewed at the County Public Works Department. Roads are subject to be added or deleted at the discretion of the Director of Public Works.

Roadside mowing encompasses the routinely mowed areas of shoulders, front and back slopes of ditches of less than 3:1 slope, roadside ditch bottoms, median islands and similar areas conducive to the use of high production equipment.

Mowing shall conform to previously established mowing limits.

The County may require mowing of additional areas, in which case it shall allow payment for the additional areas.

**QUANTITY AND FREQUENCY OF MOWING:** The mowing acres specified in this contract, approximately one thousand one hundred (1100) acres, represents the mowing to be accomplished. The area and limits of mowing have been previously established and are distinguished in the field. Areas have been inventoried and calculated as to quantity. It shall be the responsibility of the contractor to verify the amount of mowing to be accomplished under this contract. Any discrepancies or disagreements concerning quantities shall be mutually resolved prior to beginning work in any area in question.

**EQUIPMENT:** All equipment shall be equipped with safety devices properly maintained at all times the equipment is in use. Safety devices to prevent flying debris shall be installed and maintained.

If the Director of Public Works determines that equipment is deficient in safety devices, the Contractor shall be notified immediately. The Contractor shall remove the equipment from service immediately and until the deficiency is corrected to the satisfaction of the Director.

Inspection and approval of the Contractor's equipment by the Director of Public Works shall not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the operation of the equipment.

Equipment which damages curbs, pavement or turf in any way shall not be allowed.

The Contractor is required to use amber flashing lights on equipment. These lights shall be used only as required in the course of the work and not be used when traveling to and from the job site.

All of the mowing equipment regularly employed on the work shall be painted a color of high visibility.

The equipment used by the Contractor must be in good repair and shall be maintained so as to produce a clean, sharp cut and uniform distribution of the cuttings at all times. The mowers shall be constructed such that the height of cut can be adjusted to a minimum of six (6) inches.

The Contractor shall furnish equipment of a type and quantity to perform the work satisfactorily with the time specified herein. If in the opinion of the Director of Public Works, the Contractor has insufficient equipment on the job to satisfactorily complete the work within the required time, the Contractor shall provide additional equipment as directed by the Director.

**METHOD OF OPERATION:** The Contractor shall not begin any cutting cycle until authorized by the Director of Public Works to do so.

On the initial cutting cycle, mowing shall commence at either or both extremities of the project and proceed continuously toward the opposite end. Subsequent cycles shall follow the pattern adopted for the first cycle unless the Director of Public Works specifically authorizes the Contractor to change the pattern.

At the conclusion of each working day, all required mowing shall be completed within the longitudinal limits worked, except that no more than one (1) mile may be partially mowed.

Each cutting cycle is to be completed in its entirety prior to beginning another cycle.

When work by County forces, by other contractors, or weather conditions of a temporary nature, prevent the Contractor from cutting any areas, and such conditions are eliminated during the period designated for that mowing cycle, the Director of Public Works may require the contractor to cut these areas as part of the cycle without penalty for exceeding the time allowed. Grassed areas that are normally mowed which are saturated with standing water to the point wherein damage to the turf will occur, shall not be mowed when such conditions exist. These areas shall be mowed at subsequent cycles when required by the Director of Public Works. No deduction will be made from the pay quantities for any one area unless it exceeds one (1) acre in extent.

The Contractor will be responsible for the pickup, removal and disposal from the right-of-way of any obstacle such as wood, tires, cans, etc., that cannot be traversed by mowing equipment. It shall also be his responsibility to remove all litter from said right-of-way for a total litter control. Any litter that is mowed over and scattered shall be picked up immediately upon notification of Contractor.

The Contractor shall exercise the necessary care to preclude any source of litter by his operation.

The contractor will be responsible for the proper disposal of all road side debris and trash to a Taylor County roll-off site and will not be charged for disposing of debris or trash taken from Taylor County right-of-way.

During periods of mowing operations, the Contractor shall consult with the Director of Public Works for inspection and tentative approval of work quality being accomplished. In the event of unsatisfactory work, the Contractor shall re-mow without additional compensation those areas so that the total cutting cycle may be completed in a satisfactory manner within the specified time.

**LIMITATIONS OF OPERATION:** When mowing within ten (10) feet of the travel way, the equipment shall be operated in the direction of the traffic. This provision does not apply when the specific work site is protected by flagmen and warning signs in accordance with the Manual on Uniform Traffic Control Devices.

When necessary for mowing machines to cross bridges with full width shoulders on the right the crossing should be made on the shoulder. All bridges should be crossed with extreme care and operations planned to reduce such crossings to a minimum.

When necessary for mowing machines to cross the travel way, a location shall be selected that provides a safe and unobstructed sight distance. The operator shall stop before crossing the travel way and permit closely approaching vehicles to pass before crossing. Operations should be planned to minimize crossings.

Any equipment left on the right-of-way overnight shall be parked as close to the outside right-of-way line as possible. High visibility markers, such as traffic cones with reflective tape shall be placed adjacent to any equipment left on County right-of-way.

**QUALITY:** All grass and vegetation shall be cut to a height of six (6) inches with a maximum tolerance of 1/2 inch plus or minus unless otherwise directed by the Director of Public Works.

Mowing areas of different widths shall be connected with smooth flowing curve transitions. All cuttings shall be performed in such a manner as to result in a stand of mowed grass or vegetation cut uniformly at a nominal six (6) inch height and with no streaks or scalping. No accumulation or piling of cuttings will be allowed as a result of cleaning of the equipment.

In the event the Contractor damages the turf, curbs or pavement, he will be responsible for the repair and/or replacement thereof. This also includes sign structures, mail boxes, appurtenances, etc.

Where landscaping has been established or natural landscaping has been preserved, mowing shall conform to the established mowing contours.

The Contractor shall mow up to the limits maintained by the County around existing appurtenances located within the roadway right-of-way as directed by the Director of Public Works. Appurtenances shall include but are not limited to sign post and bases, delineator posts, fences, guardrails or barrier walls, end-walls, pipes, drainage structures, poles, guys, landscape areas, etc.

The Contractor is not required to remove grass or other vegetation cuttings from the right-of-way, nor is he required to rake or pick up the cuttings.

**WEED EATING:** The Contractor will be required to weed eat around all appurtenances located within the right-of-way. Appurtenances shall include but are not limited to sign posts and bases, delineator posts, mail box posts, fences, guardrails or barrier walls, end-walls, pipes, drainage structures, poles, guys, landscape areas, etc. Weed eating shall be performed as to create a uniform appearance with the adjacent mowed areas.

**HERBICIDE TREATMENT:** The Contractor may chose to treat problem areas that can not be mowed or are difficult to cut with a weed trimmer such as around certain culvert pipes or guard rails with a herbicide. Treatment of problem areas shall not cause an unsightly appearance and will be limited the most difficult areas to reach. The Contractor will coordinate the use of herbicides with the Director of Public Works prior to it's use.

**PAYMENT:** The quantities to be paid for shall be the number of acres of roadside mowed in accordance with these special provisions. The quantity of the mowing areas has been predetermined by the County. These quantities shall be the pay quantities for each mowing cycle completed and accepted, provided that deduction shall be made for any areas omitted under these special provisions. Payment shall be full compensation for furnishing all equipment, materials, labor, supervision and incidentals necessary to complete all mowing operations specified.