**ATTACHMENT A**

**NDOR NOXIOUS WEED SPRAYING SERVICES SPECIFICATIONS**

1. **PROJECT DESCRIPTION AND SCOPE OF WORK**

The State of Nebraska Dept. of Roads (NDOR) District X is requesting proposals for Noxious Weed Spraying Services on state Right-of-Ways (ROW) in the following counties: Gosper, Furnas, Frontier, Red Willow, Hayes, Hitchcock, Perkins, Chase, Dundy, Phelps, Harlan, Kearney, and Franklin. Counties will be bid by Superintendent Area.

* 1. **SCOPE OF WORK**

The Contractor shall provide all labor, equipment, tools, materials/chemicals, and insurance to properly accomplish noxious weed spraying in accordance with schedules, specifications, and as directed by the Department of Roads (NDOR). The bid price shall be for the hourly rate for providing spraying services regardless of the type of equipment. The hourly rate will include the service of the applicator(s), materials/chemicals, and sprayer unit(s) provided by the Contractor to perform and complete the work. The hourly rate will not begin until the applicator is on site. The work/service as specified in this request for proposal shall be performed during the May 1, 2015 through October 31, 2015 for the first contract year, and April 1 through October 31 for any renewal years. Refer to the web site below for the recommended application schedules.

 <http://www.ianrpubs.unl.edu/epublic/live/ec130/build/ec130%20noxious%20weeds.pdf>

* 1. **WORK PLAN**

The Area Maintenance Superintendent for the counties identified below will be the local contact and will direct the spraying operation. No spraying shall be applied without the consent of the Area Maintenance Superintendent and will cease when he/she directs. Notice to proceed shall be given verbally by the Area Maintenance Superintendent; the Contractor is to begin work within five (5) days after authorization to proceed is given. The Contractor is required to give 24 hour notice to the Maintenance Superintendent prior to beginning work. Office hours are between 8:00 AM – 4:30 PM CDT (MST for Perkins, Chase and Dundy counties), excluding State Holidays.

Area Maintenance Superintendents per county (Note: some Superintendent areas overlap. Please refer to Attachment B: District X County Map for complete view):

**Area Superintendent Counties**

Dan Jones Phelps, Kearney, Harlan, Franklin

Area 710

Cell: 308-995-4242

Kerry Scott Gosper, Furnas, Frontier, Red Willow

Area 720

Cell: 308-340-7316

Ray Walrod Hayes, Hitchcock, Perkins, Chase, Dundy

Area 730

Cell: 308-882-8804

Contractor shall provide all equipment, labor, water, herbicide, and any other items necessary to complete the work. No additional payment will be made to the Contractor for travel time, water fill, or other incidental items. The Contractor will be paid an all-inclusive hourly rate, as bid, to perform the services under this contract. In accordance with the contact terms, Contractor shall be responsible for tracking daily work on the spray record; see Exhibit A.

* 1. **NOXIOUS WEED SPECIES**

All species of noxious weeds as identified under the University of Nebraska Lincoln Extension Guide-ec130 shall require treatment. Information, herbicides, application times and control strategies regarding noxious weeds are specified in the publication titled “Guide for Weed Management in Nebraska with Insecticide and Fungicide” which is available at the web site below. It is the Contractors’ responsibility to check this web site on a regular basis as publications are updated continually.

<http://www.ianrpubs.unl.edu/epublic/live/ec130/build/ec130%20noxious%20weeds.pdf>

* 1. **CHEMICALS**

All chemicals and application rates used in the spraying operations must be applied as specified by the University of Nebraska Lincoln Extension Guide-ec130. The Contractor is required to visit the site below to obtain information for protecting specialty crops and apiaries during the application of herbicides by utilizing the DriftWatch registry mapping program. <https://ne.driftwatch.org/>

The Contractor must be able to provide documentation for herbicide mix and usage upon request by NDOR. No herbicide mixing will be authorized within 100 feet of any live waters. All mixing and loading operations shall be undertaken only in areas where any accidental spill could be contained prior to contamination of a stream or body of water.

Contractor is responsible for all costs associated with the chemicals and additives used for spraying; no cost(s) shall be billed to the NDOR other than the hourly rate for services.

* 1. **EQUIPMENT AND SAFETY FEATURES**

All Contractors’ equipment must be in good working condition, suitable and safe for the work to be performed. The Contractor shall furnish all fuel, oil, and grease for said equipment for operation. Any equipment found to be unsuitable or a hazard to highway users shall be repaired or replaced. All labor and repairs necessary for repairing equipment will be at the Contractor’s expense.

Equipment used for transportation, storage, or application of herbicides shall be maintained in leak proof condition.

The Contractor shall provide equipment with either an anti-back siphon valve or an air break on tank fill connections or openings to prevent contamination of fill site water sources.

Pickups and trucks with spray booms or boomless nozzles can be used for large open areas of rolling terrain. ATV sprayers with booms or boomless nozzles or hand application are preferred for rough terrain so as not to tear up roadsides. Pickups with hand spray hoses should have a minimum of 200 feet of hose to reach to the outer edge of the Right-of-Way.

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 thirty (30) feet from the edge of the pavement. The equipment shall be parked or stored so that it will not cause sight distance problems with the traveling public. The Contractor is responsible for any equipment and chemicals left on the Right-of-Way unattended. No equipment or chemicals may be left on the Right-of-Way overnight.

* 1. **WEED SPRAYING PROCEDURES**

The NDOR Right-of-Way spraying requirements will vary dependent upon weather conditions, weed type, quantity of weeds, physical area and geographic location.

Weed spraying application shall cover the entire Right-of-Way area from the roadway paved shoulder edge to the fence line or outer Right-of-Way line on both sides of the roadway. The Contractor shall be responsible for identification and control of weeds by the “Spot Spray” method. NDOR shall provide a map of the state roadways in the county (see Attachment B – District X County Map).

Spot herbicide applications shall only treat the minimum area necessary for the control of noxious weeds or shrubs using only selective spot spraying of target species.

The Contractor shall identify areas not sprayed due to: standing water or soil too wet to spray, mowed, or sensitive crops. The areas not sprayed must be notated on Exhibit A-“NDOR District Seven Noxious Weed Spraying Report”.

The Contractor will be responsible for addressing and settling any and all complaints or damages caused by their operation and to address and settle any complaints received from the public arising from the application of the treatment to the Right-of-Way.

* 1. **ENVIRONMENTAL AND HAZARDOUS WASTE SAFETY**

Contractor warrants that they understand the currently known hazards and suspected hazards which are presented to property and the environment by the transportation, treatment, and disposal of chemicals and hazardous waste.

Contractor warrants that it will perform all services under this contract in a safe, efficient and lawful manner using industry accepted practices and in full compliance with all applicable local, state and federal laws and regulations.

All empty and rinsed herbicide containers shall be slashed, and properly disposed of at an appropriate site as per State Law by the Contractor. No containers shall be left discarded on the Right-of-Ways or at NDOR facilities.

The Contractor shall be solely responsible for any occurrence involving a chemical spill or other action that causes an adverse environmental impact. The Contractor shall immediately notify the corresponding District X Area Maintenance Superintendent, the Weed Control Authority, and all other proper authorities, and promptly take all necessary actions to contain and clean up any and all spills or other occurrences. A spill cleanup kit provided by the Contractor must be available in all vehicles carrying herbicide.

* 1. **TRAFFIC CONTROL**

Contractor shall be required to follow NDOR Traffic Control Requirements for Operations on Highways and Streets as specified under the 2007 Standard Specifications for Highway Construction, section 107.7 available at <http://www.transportation.nebraska.gov/ref-man/>.

A 360 degree amber flashing beacon is required for mobile operations on the shoulder and in the Right-of-Way. Sprayers will be required to move in the direction of the normal traffic flow.

* 1. **DAMAGE TO HIGHWAY PROPERTY & PRESERVATION OF TREES**

The Contractor shall carry out operations in such a manner so as to not damage existing ground areas, trees or shrubs outside the fixed obstacle clearance zone, signs, delineator posts, mail boxes and posts, or other roadside features. Trees outside the fixed obstacle clear zone are an asset to the roadside corridor and shall be protected from immediate and long term damage from vehicles, equipment or materials too close to the trees. Throughout the duration of the contract, no materials, vehicles or equipment shall be allowed to be stored or parked with 25 feet of existing trees 4” caliper or larger, whether standing alone or in groups. In the event damage should occur to any of the above-mentioned features, regardless if it is State or private property, the Contractor shall replace or repair the damaged areas or items at no cost to the Department of Roads. In the event highway traffic control and/or warning signs are damaged beyond repair, the operator shall notify the area Maintenance Superintendent immediately so that replacement of the damaged sign(s) can be made. The cost of such repair and/or replacement of damaged State property shall be deducted from any payment due the Contractor. The cost of repair and/or replacement of damaged private property shall be the responsibility of the Contractor and the property owner, with no involvement of the Department of Roads.

* 1. **ADVERSE WEATHER CONDITIONS**

The Contractor will be expected to proceed with work in inclement weather conditions, as long as the weather does not pose a danger to either the workers or the traveling public.

* 1. **ESTIMATED HOURS**

The estimated hours listed on the Cost Proposal Bid Sheet are not guaranteed and may increase or decrease.

* 1. **CONTRACTOR LIABILITY**

The Contractor shall assume full liability for hazards to traffic that might be created by the spraying operations and save harmless the Nebraska Department of Roads.

* 1. **DELIVERABLES**

The Contractor shall provide noxious weed spraying services at an hourly rate to the Nebraska Department of Roads (NDOR) District X as directed by the Area Maintenance Superintendent for the following counties:

• Gosper

• Furnas

• Frontier

• Red Willow

• Hayes

• Hitchcock

• Perkins

• Chase

• Dundy

• Phelps

• Kearney

• Harlan

• Franklin

The Contractor shall provide all equipment, labor, chemicals, additives, and any other items necessary to complete the work.

* 1. **PROPOSAL PRICING**

Proposal pricing shall be the unit price for the hourly rate for noxious weed spraying services including the specified equipment and chemicals/materials, along with a trained and experienced operator in accordance with these general provisions and specifications. Unit bid price shall remain firm for one (1) year from date of contract.

* 1. **PAYMENT SCHEDULE**

The payment schedule for the project is tied to specific dates and deliverables. Invoices may be submitted by the Contractor on specific dates based on the completion and acceptance of related deliverables. No invoice will be approved unless the associated deliverables have been approved.

*The Contractor’s invoice must be submitted to the Maintenance Superintendent within fifteen (15) days of spraying.*

**COST PROPOSAL BID SHEET**

**District X ROW Noxious Weed Spraying:**

Bid Price: Contractor shall provide all equipment, labor, water, herbicide, and any other items necessary to complete the work. No additional payment will be made to the Contractor for travel time, water fill, or other incidental items. The Contractor will be paid an all-inclusive hourly rate, as bid, to perform the services under this contract. In accordance with the contact terms, Contractor shall be responsible for tracking daily work on the spray record; see Exhibit A.

The estimated hours below are estimates for the spraying season of May 1, 2015 through October 31, 2015 and the spraying season of April 1, 2016 through October 31, 2016. **The estimated hours are not guaranteed and may increase or decrease.**

Contractor will pay for chemicals and additives used for spraying at no additional cost to the Nebraska Department of Roads.

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| **NDORSuperintendent Area** | **Counties** | **Estimated Hours:May 1, 2015 - Oct. 31, 2015** | **Estimated Hours:April 1, 2016-Oct. 31, 2016** | **Estimated Total Hours** | **Bid Price Per Hour** | **Extended Price** |
| Area 710 | Phelps | 10 | 10 | **20** | **$** | **$** |
| Harlan | 10 | 10 | **20** | **$** | **$** |
| Kearney | 10 | 10 | **20** | **$** | **$** |
| Franklin | 10 | 10 | **20** | **$** | **$** |
| Area 720 | Frontier | 85 | 85 | **170** | **$** | **$** |
| Red Willow | 85 | 85 | **170** | **$** | **$** |
| Gosper | 85 | 85 | **170** | **$** | **$** |
| Furnas | 85 | 85 | **170** | **$** | **$** |
| Area 730 | Perkins | 85 | 85 | **170** | **$** | **$** |
| Chase | 85 | 85 | **170** | **$** | **$** |
| Dundy | 85 | 85 | **170** | **$** | **$** |
| Hayes | 85 | 85 | **170** | **$** | **$** |
| Hitchcock | 85 | 85 | **170** | **$** | **$** |