



INVITATION FOR SEALED BID

TAC 270

Description: HERBICIDE APPLICATION ON GRASS MEDIANS

Department: PUBLIC WORKS

NIGP Commodity Code(s): 675-90-00-000-0

**Total pages including this page is 18
FAXING OF BIDS IS NOT ACCEPTED**

Important Instruction – Read Carefully:

**If you have obtained these bid specifications from either of:
City of Tulsa's Fax-on-Demand (918-596-1171) or
City of Tulsa's Website : <http://www.cityoftulsapurchasing.org/>**

**you must notify the buyer Darlene Donica of your intent to bid by
e-mail ddonica@ci.tulsa.ok.us in order to receive addenda. The buyer
will always acknowledge your e-mail for your records. All addenda
will be posted on fax-on-demand and the website.**

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Pay special attention to those pages with a reference to the following notes:

Note #1: Signature of authorized agent required

Note #2: Signature of an authorized agent and notarized required

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Your bid response should follow the same format listed above plus any additional format requested in the body of the bid invitation.

**INVITATION FOR SEALED BIDS
TO
City of Tulsa**

200 CIVIC CENTER, ROOM 109, TULSA, OKLAHOMA 74103

Bid number and date of bid opening must appear on the lower
left outside corner of bid envelopes and all related containers.

DATE OF OPENING: January 25, 2001

BID NUMBER: TAC 270

BID MUST BE IN THE CITY CLERK'S OFFICE AT THE ABOVE ADDRESS BY 5:00 P.M. THE DAY PRECEDING THE "DATE OF OPENING" SHOWN ABOVE.

BIDS WILL BE OPENED AT 8:30 A.M. IN THE CITY COUNCIL ROOM ON THE DAY SPECIFIED UNDER "DATE OF OPENING."

PUBLISHED IN THE TULSA DAILY COMMERCE AND LEGAL NEWS: January 10, 11, 12, 16, 17, 2001

Bid must be accompanied by bidder's bond, cashier's check or certified check in the amount of: NONE

PLEASE READ TERMS AND CONDITIONS ON THE NEXT PAGE BEFORE COMPLETING BID DOCUMENTS

***** **THE FOLLOWING SECTION MUST BE COMPLETED BY BIDDER** *****

Delivery will be made in not more than _____ days after receipt of order.

Payment terms _____ % _____ days.

City of Tulsa may increase quantity of order at the unit price bid for _____ days. (Bidder to Specify Days) I have examined the terms and specifications and the instructions to bidders herein and agree, provided I am awarded a contract, to provide the above described items for the sum shown in accordance with the terms and specifications stated herein. All deviations are in writing and attached hereto.

Enclosed is a [] BID BOND ; [] CASHIER'S CHECK; [] Certified Check in the amount of \$ _____, which I agree the City of Tulsa may retain as liquidated damages in the event of my failure to comply with the terms of this bid.

MUST BE SIGNED BY AUTHORIZED AGENT TO BE VALID

FIRM NAME _____ by _____
(Signature)

STREET _____ TITLE _____

CITY STATE _____ ZIP CODE _____ PHONE NUMBER _____ DATE _____

GENERAL TERMS AND CONDITIONS OF BIDS

THESE ITEMS APPLY TO AND BECOME A PART OF THE BID.

NO EXCEPTIONS TO THESE TERMS & CONDITIONS WILL BE CONSIDERED.

1. **BIDS MUST BE SUBMITTED ON THIS FORM ONLY INCLUDING A SIGNATURE OF AN AUTHORIZED AGENT.** Each bid shall be placed in a separate envelope. Be sure envelope is completely and properly identified and sealed, showing the bid number and date in the lower left hand corner. Bids must be time stamped in the office of the City Clerk by 5:00 P.M. on the day before date of opening.
2. No bidder may withdraw his proposal for a period of thirty (30) days after the date and hour set for the opening of bids.
3. All prices shall be quoted F.O.B. Tulsa, Oklahoma, and delivery to City of Tulsa location shall be without additional charge.
4. The bidder shall attach the manufacturer's name of the equipment or material to be furnished, type, model numbers, manufacturer's descriptive bulletins and specifications. All guarantees and warranties should be clearly stated. This data shall be in sufficient detail to describe accurately the equipment or material to be furnished. Manufacturer's specifications, in respect to the successful bidder, shall be considered as part of his contract with the City of Tulsa.
5. The bidder shall show in the proposal both the unit prices and total amount, where required, of each item listed. In the event of error or discrepancy in the mathematics, the unit prices shall prevail.
6. Any exceptions or deviations from written specifications shall be shown in writing and attached to the bid form.
7. Each bidder agrees to comply with the terms of Title 5, Chapter 1, of Tulsa, Oklahoma Charter and revised ordinances relating to equal employment opportunity.
8. **THE ENCLOSED FORMS REGARDING NON-COLLUSION AND FINANCIAL INTEREST MUST BE SIGNED, NOTARIZED, AND RETURNED WITH THE BID.**
9. The City of Tulsa reserves the right to reject any and all bids, to waive any technicalities in the bidding, and to award each item to different bidders or all items to a single bidder.
10. All bids must be accompanied by bidders bond, cash, certified or cashier's check in the amount shown on the face of the bid form. This amount shall be retained by the City of Tulsa as liquidated damages in the event the successful bidder (or bidders) fails to execute a contract, if required. The bidder agrees that said amount is presumed to be the damages sustained by the City due to the impracticability and extreme difficulty in fixing the actual damages. The office of the City Clerk will return the bid deposits to the unsuccessful bidders, after a contract has been awarded or all bids have been rejected.
11. In the event cash discounts are offered by the bidder, the discount date shall begin with the date of invoice, the date of receipt of all material covered by the purchase order, or the date of receipt by the City of Tulsa of the original copy of the purchase order with properly executed Affidavit of Claimant, whichever is the later date.
12. Direct purchase of certain items of equipment or material by the City of Tulsa are exempt from Federal Excise Tax and Oklahoma Sales Tax. In such cases the bidder shall quote prices which do not include Federal Excise Tax and Oklahoma Sales Tax. The City of Tulsa will furnish executed exemption certificates upon presentation by the bidder at the time of purchase.
13. Bid must show number of days required for delivery under normal conditions. Failure to state delivery time obligates bidder to complete delivery in fourteen (14) calendar days. Unrealistically short or long delivery promises may cause bid to be disregarded. Contractor must keep Purchasing Department advised at all times of status of order. Default in promised delivery or failure to meet specifications authorizes the Purchasing Agent to purchase supplies elsewhere and charge full increase of cost and handling to defaulting contractor. Consistent failure to meet delivery promises without valid reason may cause removal from bid list.
14. Bidder agrees to defend and save City of Tulsa from and against all demands, claims, suits, costs, expenses, damages and judgments based upon infringement of any patent relating to goods specified in this order or the ordinary use or operation of such goods by City or use or operation of such goods in accordance with bidders direction.
15. If the bid requires a written contract, the successful bidder shall execute a written contract with the City of Tulsa and return the required bonds and insurance certificates within ten (10) days after submission of contracts to said bidder by the City.

INTEREST AFFIDAVIT

STATE OF _____ }
 } ss
COUNTY OF _____ }

_____, of lawful age, being first duly sworn, states that s(he) is the agent authorized by the bidder to submit the attached bid. Affiant further states that no officer or employee of the City of Tulsa either directly or indirectly, owns a twenty-five percent (25%) interest in the bidder's business or such a percentage which constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Tulsa have some direct or indirect interest in the bidder's business:

By _____
(Signature)

(Title)

Subscribed and sworn to before me this _____ day of _____, 19_____.

NOTARY PUBLIC SIGNATURE

My Commission Expires:

The Interest Affidavit must be completed, signed by an authorized agent, and notarized.

BIDDER AFFIDAVIT - TITLE 74 O.S. (1974 SUPP.) 85.22-85.25

STATE OF _____ COUNTY OF _____

_____, of lawful age, being first duly sworn on oath says
Authorized Agent

1. (s)he is the duly authorized agent of _____, the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached.
2. (s)he is fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid; and
3. neither the bidder nor anyone subject to the bidder's direction or control has been a party;
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

SIGNATURE OF AUTHORIZED AGENT

Subscribed and sworn to before me this _____ day of _____, 19_____.

Signature of Notary Public

MY COMMISSION EXPIRES

The Bidder Affidavit must be completed, signed by an authorized agent, and notarized.

CONTRACTOR/BIDDER INFORMATION SHEET

To be completed by all Bidders
For Contracts with the City of Tulsa
(Please print or type)

Project No. or Description _____

Full Name of Bidder _____

Legal Identity
(Corporation, Partnership,
Individual, etc.) _____

Address _____

Telephone No. _____

FAX No. _____

Taxpayer Identification Number _____

Contact Person _____

Phone No. _____

Fax No. _____

E-mail address _____

Webpage Address _____

Price Sheet Summary

Vendor Name: _____ Signature: _____ Date: _____

You will be able to obtain a copy of the Bid Summary on the City of Tulsa's Purchase-Net Fax-on-Demand and Website shortly after bid opening.

TAC 270

Price per acre for 2 quarts of Surflan and 48 ounces of Campaign

\$ _____ per acre

City of Tulsa

TAC #270

HERBICIDE APPLICATION ON GRASS MEDIANS PUBLIC WORKS DEPARTMENT

INTENT:

It is the intent of this bid to secure, on a competitive basis, a source or sources of supply for furnishing **all labor, materials, equipment, chemicals, supplies, spray trucks, transportation, insurance, supervision and proper licenses to apply chemicals for, weed and vegetation control**. There is no guaranteed amount of work to be performed, this will be dependent on need and funds available. Award will be made to the lowest secure bidder.

SCOPE:

To apply a tank mix of 2 quarts Surflan and 48 ounces Campain per acre to all grass medians for control of weeds in Bermuda turf. This application will be made between February 1 and March 31. **No application of any chemical will be made to grass medians after March 31!**

All herbicides will be applied at label rates per manufacturer's recommendations.

All areas will be added or deleted at the rate listed for additional areas. _____

Any deviation from the recommended program must be approved in writing by the City of Tulsa representative before any application is made.

Interested bidders will visually inspect these sites prior to the pre-bid conference.

BIDDERS WILL SUBMIT THREE (3) COPIES OF EACH BID.

BIDDER AFFIDAVITS:

Each bidder shall accompany his bid with a fully executed and notarized copy of the attached Interest Affidavit and Bidder Affidavit. Failure to do so shall be cause for rejection of this bid.

PRE-BID CONFERENCE:

A pre-bid conference with mandatory attendance will be held on Wednesday, January 17, 2001 at 1:00 p.m. and Thursday January 18, 2001 at 1:00 p.m. in City Hall, 200 Civic Center, **Room 633**, to explain the bid and answer any questions.

PROPOSAL REQUIREMENTS:

The Contractor must provide the Oklahoma License Number for chemical applicator(s) licenses along with the Bid quotation. Licenses must be current and valid. Failure to possess a Chemical Applicator License(s) shall result in rejection of the bonds and certificates.

BIDDER:

The successful bidder will be an independent Contractor and in no way classified as a City of Tulsa employee. He will be familiar with this type of work and have the necessary equipment and personnel to perform the work within the time specified. The successful bidder will be responsible for all labor, equipment, and material required.

City of Tulsa employees will not be permitted to bid on this contract or work for the awarded Contractor on this contract.

Contractors who have not previously performed this type of work for the City of Tulsa may be required to provide references of past work, and equipment and personnel lists prior to award of bid.

The Contractor will be responsible for compliance with all applicable Federal, State and Municipal laws and ordinances.

The Contractor shall be responsible for the character and actions of its employees at all times while working on this contract. Any disrespectful or discourteous actions toward the public will not be tolerated.

DISCHARGE OF EMPLOYEES:

An employee of the Contractor who is stationed at the site of the work, and should prove to be quarrelsome, dishonest, incompetent, or inexperienced, or should not work for the good of the job, shall, upon written notice from the Public Works - Street Maintenance Inspector, be removed from the job site by the Contractor and replaced by an employee with proper qualifications.

PERFORMANCE BOND:

Within ten (10) days following the award of the bid, the successful bidder will be required to post (1) a performance bond, or (2) an irrevocable letter of credit naming the City of Tulsa as beneficiary, and guaranteeing the proper and prompt completion of the work in accordance with the provisions of the contract and bid specifications. The performance bond or irrevocable letter of credit shall be in the amount of **\$ 5,000.00.**

BID PRICE ESCALATION:

Prices bid shall be firm for the first year of the contract. Escalation and de-escalation shall be in effect for the four (4) one (1) year renewal options and any escalation or de-escalation of prices shall be based on the Consumer Price Index average for the previous twelve (12) months. In the event of price adjustment, the Contractor shall notify the City in writing of such price adjustment a minimum of sixty (60) days prior to expiration of each contract period.

LIABILITY:

The bidder shall assume all liability for damages and shall hold the City free and harmless from all claims of damages to persons and/or property that may arise out of, or by reason of, the performance of work. Any damage caused by contractor, employees, or equipment in the process of chemical application will be reported to Public Works - Street Maintenance for inspection as soon as possible. The Contractor will exercise every necessary precaution for the safety of the property and the protection of any and all persons and/or property located adjacent to or making passage through said property.

LIENS:

The Contractor agrees to indemnify and hold the City harmless from all claims, demands, causes of action or suits of whatever nature arising out of the services, labor and materials furnished by the Contractor or his subcontractors under the scope of this bid and from all laborer's, materialmen's and mechanic's liens upon the real property upon which the work is located or any property of the City of Tulsa.

PREMIUMS:

Premiums on all insurance policies shall be paid by the Contractor and shall be deemed included in his service agreement unless otherwise specified.

INSURANCE:

Contractor, performing as an independent Contractor hereunder shall be fully responsible for providing Workmen's Compensation and General Liability coverage as follows:

<u>Type of Coverage</u>	<u>Limits of Liability (Min.)</u>
Workmen's Compensation:	Statutory
Comprehensive General Liability:	
Bodily Injury: \$100,000	Each person per occurrence
Bodily Injury: \$1,000,000	Each occurrence
Property Damage: \$25,000	Each claimant

The City shall have no responsibility of liability or such insurance coverage.

Contractor must provide a certificate of insurance compliance within ten (10) calendar days after notification of award and prior to starting work. The City of Tulsa shall be listed as an additional insured on all certificates of insurance, to read as follows: "The City of Tulsa, a municipal corporation, is an additional insured for work performed under the subject contract and must be notified **in writing** thirty (30) days in advance of insurance cancellation or termination." Certification must include: Name and address of insurance company (must be licensed to transact business in the State of Oklahoma); Policy number; and, liability coverage and amounts.

ASSIGNMENT:

Successful bidder shall not sell, sublet, or assign the agreement or any portion thereof to any person or persons, except with the written approval of the City of Tulsa.

SUBCONTRACTORS:

Should the Contractor desire to use a Subcontractor at any time, prior written approval shall be obtained from Public Works. Public Works reserves the right to reject any or all Subcontractors proposed by the Contractor.

SECONDARY OR BACK-UP SOURCE:

The City reserves the right to enter into contract with the second low bidder to be used as a secondary or back-up source. This source would be used only in the event of the failure of the primary source(s) ability to supply the full needs of the City.

If the City implements the contract with the secondary source because of the reasons stated above, the secondary source shall, after notification by the City, notify the City of its intentions to perform or terminate the contract within five (5) calendar days. The secondary source is not obligated to perform the contract until after notification by the Contractor of their intentions.

EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED:

A. During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification, reasonably necessary to the normal operation of the Contractor. Or agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this Non-Discrimination clause.
- (2) The Contractor, in all solicitations or advertisements for employment placed by or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.

(3) Notices, advertisements and solicitations placed in accordance with Federal Law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

B. The Contractor will include the provision of the foregoing paragraphs of this section in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

ADDENDA AND INTERPRETATIONS:

If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFB, they shall immediately notify the City contact of such error in writing and request modification or clarification of the document at least one week prior to the proposal due date. Modifications will be made by issuing an addendum. Written notice will be given to all parties who have been furnished with the RFB without divulging the source of the request for same.

If a bidder fails to notify the City prior to the date and time fixed for submission of proposals of an error or ambiguity in the RFB known to them, or an error or ambiguity that reasonably should have been known to them, they shall not be entitled to compensation or time by reason of the error/ambiguity of its late resolution.

The City may also modify the RFB prior to the date and time fixed for submission of proposals by issuance of an addendum to all parties who have received the RFB, at least one week prior to the proposal due date.

The apparent silence of this specification as to any detail or the apparent omission of a detailed description concerning any point shall be regarded as meaning that the best commercial practice is to be used. All interpretations of this specification shall be made from this statement. Proof of compliance will be the responsibility of the vendor.

ALTERATION OF BIDS:

Bids cannot be altered or amended after submission deadline. Any interlineation, alteration, or erasure made prior to opening time and date MUST be initialed and dated by the signer of the bid, guaranteeing authenticity.

COST OF RESPONSE TO INVITATION FOR SEALED BID:

Bidders agree the City will not be liable for any costs associated with the preparation, transmittal or presentation of any bid in response to this "Invitation for Sealed Bid". Further, the City will not be liable for any cost associated with the preparation of materials for, nor the conduct of any benchmark testing which may be required, except for the costs associated with the transportation, lodging and subsistence for City personnel.

RIGHT TO REJECT:

The City of Tulsa reserves the right to reject any or all bids, or may reject or accept any line item at the price quoted. In addition, the bidder should recognize the right of the City to reject a bid if the bidder fails to submit the data required in the bidding document, or if the bid is in any way incomplete, or irregular, or is not in total compliance with the specifications. Any departure from the specifications should be stated in the bid with an explanation of the reason for the change.

AMERICANS DISABILITIES ACT:

"The Contractor shall take the necessary actions to ensure its facilities and employment practices are in compliance with the requirements of the Americans with Disabilities Act. Any costs of such compliance will be the responsibility of the Contractor."

CITY CONTACT:

Any questions regarding this "Invitation for Sealed Bid" will be handled as promptly and directly as possible. If a question requires only clarification of instructions or specifications, it will be handled verbally. If any question results in a change or addition to the "Invitation for Sealed Bid", the changes or additions will be forwarded to all vendors as quickly as possible by addendum.

Any questions should be directed to:

DARLENE DONICA, BUYER

Purchasing Division

City of Tulsa

200 Civic Center, Room 802

Tulsa, Oklahoma 74103

Telephone: (918) 596-7558

Fax: (918) 596-7560

VENDOR CONTACT:

Vendors should designate a contact should any questions arise concerning a bid response. The vendor should also state the name and title of individuals who will make final decision regarding contractual commitment and have legal corporate authority to execute the contract on the vendor's behalf.

AWARD OF BID:

The bid shall be awarded to the firm(s) whose proposal is responsive to the bid and is most advantageous to the City, considering the factors identified in the bid and section E of title 31, the purchasing ordinance set forth below:

The City of Tulsa reserves the right to negotiate a contract with the awarded bidder for a one (1) year term, beginning on the date of execution by the City. The contract shall be renewable annually, upon mutual consent of both parties for four (4) successive one (1) year periods. By submittal of bid the bidder agrees to enter into a contract with the City of Tulsa.

The award of this bid will be to the low bidder meeting specifications herein.

Award of Contract, City of Tulsa Ordinance

1. Authority of the Mayor. The Mayor shall have the authority to award contracts within the purview of chapter.
2. Lowest Secure Bidder. Contracts shall be awarded to the lowest secure bidder meeting specifications. In determining "lowest secure bidder", in addition to price, the following factors shall be considered:
 - a. the ability, capacity and skill of the bidder to perform the contract or provide the service required;
 - b. whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay or interference;
 - c. the character, integrity, reputation, judgment, experience and efficiency of the bidder;
 - d. the quality of performance of previous contracts or services;
 - e. the previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
 - f. the sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
 - g. the quality, availability and adaptability of the supplies or contractual services to the particular use required;
 - h. the ability of the bidder to provide future maintenance and service for the use of the subject of the contract; and
 - i. the number and scope of conditions attached to the bid.
 - j. The number and scope of conditions attached to the bid, and;
 - k. If a point system has been utilized in the bid specifications.

EXAMINATION OF WORK SITES:

Work sites to be chemically treated are those identified on Pricing Sheets. Additional sites will be paid for on the applicable unit price. The bidder should be familiar with the City of Tulsa street system and site questions will be addressed during the pre-bid conference. The submission of a bid is taken as evidence that the contractor is familiar with the work sites and work required.

WORK HOURS AND TRAFFIC CONTROL:

Work hours shall be at the discretion of the contractor provided the operation does not interfere with normal traffic. Interference with the public shall be kept to a minimum. The contractor is required to provide signage for all work on the street right-of-way and it shall conform with The Manual of Uniform Traffic Control Devices. All signage costs shall be included in the bid price.

NOTE: NO MECHANIZED WORK WILL BE ALLOWED ON "OZONE ALERT" DAYS. THIS DOES NOT EXCLUDE THE USE OF TRUCKS.

PROCEDURE:

The following procedure shall be allowed after award of the contract:

- a. The City will issue a letter of authorization to the contractor to perform the work. The timing of the work will be stated in the letter.
- b. The contractor will perform the authorized work keeping the City apprised of where and when he will be working so that progressive inspections can be made.
- c. The City will progressively inspect the work.
- d. The contractor will invoice the City when all work on that authorization has been completed and inspected.
- e. The City will process payment upon receipt of invoice and inspector's report.

SPECIFICATIONS FOR CHEMICAL CONTROL OF VEGETATION:

All chemicals proposed for vegetation control must be approved by the Environmental Protection Agency and the State of Oklahoma for the specified use. Material Safety Data sheets shall be available and supplied with the bid for all chemicals specified by this bid. Low pressure nozzles are required as are drift control agents. A dye will be added to all mixtures to show the treated areas. The City reserves the right to take a sample of the tank mix at any time to confirm the correct type and quantity of chemicals. Failure of the sample to meet specified standards will result in re-application of chemicals at the City's chosen time. More than one sample failing to meet specifications will result in cancellation of the contract without compensation. Vendor will pay testing fees on any sample which fails to meet specifications.

Contractor must notify City representative of tank/mix inspections by State of Oklahoma within 24 hour of such inspections.

The bidder shall be properly licensed and include copies of all required licenses at time of bid. The contractor shall be responsible for all the appropriate reports, forms or Pesticide Application records to the Oklahoma Department of Agriculture. In addition, the contractor must submit to the City the following:

- Date, time and location of applications
- Applicator's name and license number
- Herbicide used and application rate
- Weather conditions including wind speed, direction and temperature

The bidder shall include in his price all labor, equipment and materials required to perform the work.

All acreages are approximate.

Due to construction work, the actual area sprayed may be substantially less. A map of any area will be available to contractor upon request. Bid will be awarded to lowest secure bidder for all items.

Work area segments must be completed in their entirety before proceeding to the next segment/location.

SPRAY EQUIPMENT:

Contractor will not operate spray equipment when wind velocity exceeds ten (10) mph, and will use every precaution to prevent spray drift onto private property or other areas adjacent to control sites.

CONTRACTOR'S LICENSED APPLICATOR:

Contractor's licensed applicator will make daily contact with Public Works – Public Facilities Maintenance Division representative prior to beginning any work.

Contractor's licensed applicator will complete a daily work report, on specified form, and submit weekly to Public Works – Public Facilities Maintenance Division representative.

ADDITIONAL AREAS:

The Public Facilities Maintenance Division reserves the right to make additions to or deletions from the specified locations at the per acre charge for added or deleted locations.

Contractors to guarantee minimum of "90%" Brown Out and control on the undesirable species.

Failure to meet the requirements of this section will be cause for the termination of this contract or the assessment of penalties in accordance with Penalties section.

COMPENSATION:

Contractor will be paid a lump sum for the completion of individual items, based upon invoice, accompanying documents and inspection approval.

PENALTIES:

A penalty will be assessed for:

- a. Any day that an item is not in compliance with the requirements of the compensation section, or
- b. Any day in excess of the fifteenth (15th) day after the initial notification to proceed has been issued that an item remains untreated.

The amount of the penalty will be based on the following formula:

$P = LS \times (T/CP) \times 2$ (applications) where

P = Penalty Amount
LS = Lump Sum Amount for an Item
T = The period of non-compliance in days
CP = Contract period in days