

June 13, 2007

**INVITATION TO BID  
HERBICIDE TREATMENT  
TO THE CITY OF AUBURN SEWER RIGHTS-OF-WAY**

The City of Auburn will receive sealed bids until 10:00 a.m., Central Standard Time Tuesday, June 26, 2007, in the Office of the City Manager, 144 Tichenor Avenue, Auburn, Alabama, at which time they will be publicly opened and read for furnishing the following:

**Herbicide Treatment to the City of Auburn Sewer Right-of-Way**

in accordance with the specifications attached.

The City of Auburn reserves the right to select the lowest responsible bidder as the best interest of the City may require, to award the purchase contract from any of the bids, to reject any and all bids, and to waive any informalities in the bids received. Bids will be good for thirty (30) days after being opened by the City of Auburn

No bids may be withdrawn for a period of thirty (30) days after the scheduled closing time for receipt of bids. A sealed envelope must be delivered to City Hall or mailed, addressed to:

Purchasing Officer, City of Auburn  
144 Tichenor Avenue  
Auburn, Alabama 36830

The envelope must be plainly marked on the outside as follows:

**BID:            Herbicide Treatment**  
**OPENING:    10:00 a.m.**  
**DATE:         Tuesday, June 26, 2007**

The successful bidder will note that the City pays by invoice on each Friday of the month. Invoices must be received by Accounts Payable at least seven (7) days before the scheduled check date. If you have any questions concerning billing, please contact our accounts payable office at 334.501.7237 or 334.501.7238.

The successful bidder is responsible for acquiring the appropriate business licenses and permits to conduct work with the City of Auburn. Any non-Alabama bidders must submit a written opinion from an attorney stating the amount, if any, of preference granted by law to businesses in his state of residence.

CITY OF AUBURN, ALABAMA

Karen S. Broome  
Purchasing Officer

FOR INFORMATION CONCERNING THIS PROJECT, PLEASE CONTACT MIKEL THOMPSON  
AT 334.501.3073.

**HERBICIDE TREATMENT  
TECHNICAL SPECIFICATIONS  
FOR SELECTIVE HERBICIDE APPLICATION  
TO THE CITY OF AUBURN RIGHTS-OF-WAY**

**SCOPE OF PROJECT**

The work required under this contract consists of the application of herbicide to the vegetation growing on sewer rights-of-way within the City limits of Auburn, Alabama. The City of Auburn has approximately 200 miles of ROW/easements. Approximately 20 miles of this may be included in this application. Some or all portions of the Sewer ROW/easements chosen may be off road and require specialized equipment to access. The City is looking for bids on a per mile basis since the actual mileage of sewer ROW/easements has not been determined. Please specify minimum number of miles required if applicable.

**INSPECTION OF WORK**

No later than thirty (30) days after completion of each application a joint inspection by representatives of the *Awarded Bidder* and the City of Auburn will be made to decide the effectiveness of the herbicide treatment.

Any work deemed unsatisfactory by the City's representative shall be retreated at no additional cost to the City.

**SCHEDULE OF WORK**

- A. All areas defined in Scope of Project will receive herbicide spray treatments during 2007 as follows:

**First Treatment -** Must begin within ten (10) days of Notice to Proceed. The initial complete round of treatment will be completed within thirty (30) days from the date of Notice to Proceed.

**Follow-Up Treatment -** As required by the City within thirty (30) calendar days following completion of first and follow-up treatments.

- B. *Awarded Bidder* shall submit a work schedule including a detailed explanation of what and when the areas will be treated for the City.

- C. *All initial applications should be completed within 21 days of the notice to proceed.*

## INSURANCE

- A. ***Awarded Bidder*** shall be required to provide certificates of insurance showing that it carries, or has in force, automobile liability insurance, general liability insurance and workers' compensation insurance. Limits of liability for automobile liability insurance shall be, at a minimum, \$1,000,000.00 combined single limit. Limits of liability for general liability insurance shall be, at a minimum, \$1,000,000.00 per occurrence, \$1,000,000.00 personal and advertising injury, \$2,000,000.00 general aggregate and \$2,000,000.00 products/completed operations aggregate. General liability insurance will include coverage for contractually assumed liability and herbicide/pesticide application liability. If general liability coverage is on a claims-made basis, the ***Awarded Bidder*** will maintain coverage in force for a period of two (2) years following completion of the work specified in the agreement. Workers' compensation insurance shall provide statutory workers' compensation coverage and employers' liability coverage with limits of, at a minimum, \$500,000.00 each accident, \$500,000.00 disease- each employee and \$500,000.00 accident, \$500,000.00 disease – policy limit.
- B. The certificate of insurance shall provide the City of Auburn, Alabama (City) with thirty (30) days written notice of cancellation of any of the coverages named in said certificate.
- C. The City will be named as additional insured under the ***Awarded Bidder's*** general liability insurance and automobile insurance policies.
- D. The ***Awarded Bidder*** will not sublet or assign this project in whole or any part thereof.
- E. The ***Awarded Bidder*** agrees to indemnify, hold harmless, and defend the City, its officials, representatives, agents, servants, and employees from and against any and all claims, actions, lawsuits, damages, judgments, liability and expense, including attorneys fees and litigation expenses, in whole or in part arising out of, connected with, or in any way associated with the activities of the ***Awarded Bidder***, its employees, or its sub-contractors in connection with the work to be performed under this contract. The ***Awarded Bidder*** agrees to purchase liability insurance to cover this indemnity obligation.
- F. This contract will be interpreted according to the laws of the State of Alabama.
- G. Legal action arising from the performance of this contract will be filed in the Circuit Court of Lee County, Alabama located in Opelika, Alabama or the Federal District Court for the Middle District of Alabama located in Montgomery, Alabama.
- H. This contract may not be assigned by the ***Awarded Bidder*** without the written permission of the City.

## MATERIAL REQUIREMENTS

- A. The herbicide used in treatment of vegetation, except aquatics, will consist of a combination of herbicide products that will effectively control all vegetation, **except Bermuda grass**. Any Bermuda grass killed or permanently damaged will be replanted by the *Awarded Bidder* by means of seeding and growth will be assured. Replanting will be done at no additional cost to the City of Auburn.
- B. Herbicides to be used for treatment of sewer rights-of-way will be as follows. Monsanto's **AQUAMASTER, or equivalent**, herbicide combined with Dow Agroscience's **Garlon 3A, TORDON 101M, or equivalent** herbicide for sewer rights-of-way application with DuPont's **OUST EXTRA**, BASF's **JOURNEY, or equivalent** at manufacturers' recommended rates, Brewer International's **REBOUND, or equivalent**, drift control and defoaming agents as needed.
- C. Monsanto's **AQUAMASTER, or equivalent**, herbicide at manufacturers' recommended rates will be applied with **REBOUND, or equivalent**, surfactant, drift control and defoaming agents as needed or an approved equal for all aquatic growth or vegetation growing in the water.
- D. The above herbicides shall be combined with water in sufficient volume so as to provide uniformed coverage and applied at not less than forty (40) gallons per acre.
- E. Optional mixes may be considered but only upon approval from the City of Auburn. The products selected shall comply with the requirements set forth by the Alabama Department of Agriculture and Industries, Alabama Department of Transportation Maintenance Bureau, Federal Environmental Protection Agency, and manufacturers labels.
- F. Primary means of vegetation control shall be foliar hand application. However, where trees are too tall to be treated in this manner exist, a cut-bark treatment using Monsanto's **ROUND UP PRO CONCENTRATE, or equivalent**, as per manufacturer's recommendation where requested.
- G. Producing pecan or any public or privately owned desirable trees located along or near the right-of-way or bordering easements are not to be treated and all efforts shall be made to avoid damaging or killing of these trees.
- H. The *Awarded Bidder* shall be held liable for any damage incurred to yards, gardens, and other private properties damaged as a result of over spray. The *Awarded Bidder* will also be responsible for damage incurred to areas not authorized by the City to be treated.
- I. The *Awarded Bidder* shall comply with all pesticide herbicide application requirements as set forth by the Alabama Department of Agriculture and Commerce, Division of Plant Industries, Alabama Department of Transportation Maintenance Bureau, Federal Environmental Protective Agency requirements; and manufacturers' instructions provided with chemicals on labels and/or in accompanying brochures.

## **EQUIPMENT REQUIREMENTS**

All equipment used by the *Awarded Bidder* for herbicide application will comply with all applicable State, Federal and OSHA Regulations. A permanent amber caution light will be mounted on top of each piece of equipment that operates from public roads. All application equipment shall have been inspected and licensed by the Alabama Department of Agriculture and Plant Industries and bears the inspection label on the equipment.

## **METHOD OF APPLICATION**

Custom handgun foliar treatment only by skilled, experienced applicators will be the primary means of herbicide application on sewer rights-of-way. Each person actually spraying will be certified as a commercial pesticide applicator by the State of Alabama. The *Awarded Bidder* shall utilize truck-mounted spray-rigs to access the areas to be treated by means of walking, wading or swimming as is necessary while using hoses to access the work.

## **CONSTRUCTION REQUIREMENTS**

- A. Areas of sewer right-of-ways to receive herbicide treatment are further defined as being twenty-five feet in width or to the limits of the right-of-way. In the event that fences or other privately owned appurtenances border the right-of-way, treatment shall extend only to these appurtenances.
- B. The *Awarded Bidder* shall inspect each area prior to application for the location of any livestock along with any cultivated fields, established lawns, landscaped areas, or orchards adjacent to the treated areas. The *Awarded Bidder* shall control their operation to avoid damage to these areas and will be responsible for any and all damages.
- C. Photo documentation and right-of-way documentation will be included during the course of this project. This information will be provided to the City upon completion of final inspection.

TO: City of Auburn

We, the undersigned, propose to furnish the item listed below and guarantee that if we are awarded the bid, we will furnish these good and services in accordance with the attached specifications. **THIS FORM MAY BE COPIED IF YOU WISH TO MAKE AN ALTERNATE BID.**

**Herbicide Application to City of Auburn Sewer Right of Ways**

COST PER MILE BID: \_\_\_\_\_

MINIMUM MILES REQUIRED: \_\_\_\_\_

LIST OF HERBICIDES TO BE USED (PLEASE ATTACH MSDS SHEETS)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

BID PRICE IS GUARANTEED FOR THIRTY (30) DAYS AFTER BEING OPENED BY THE CITY OF AUBURN

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Printed Name of Signee

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone/Fax No.