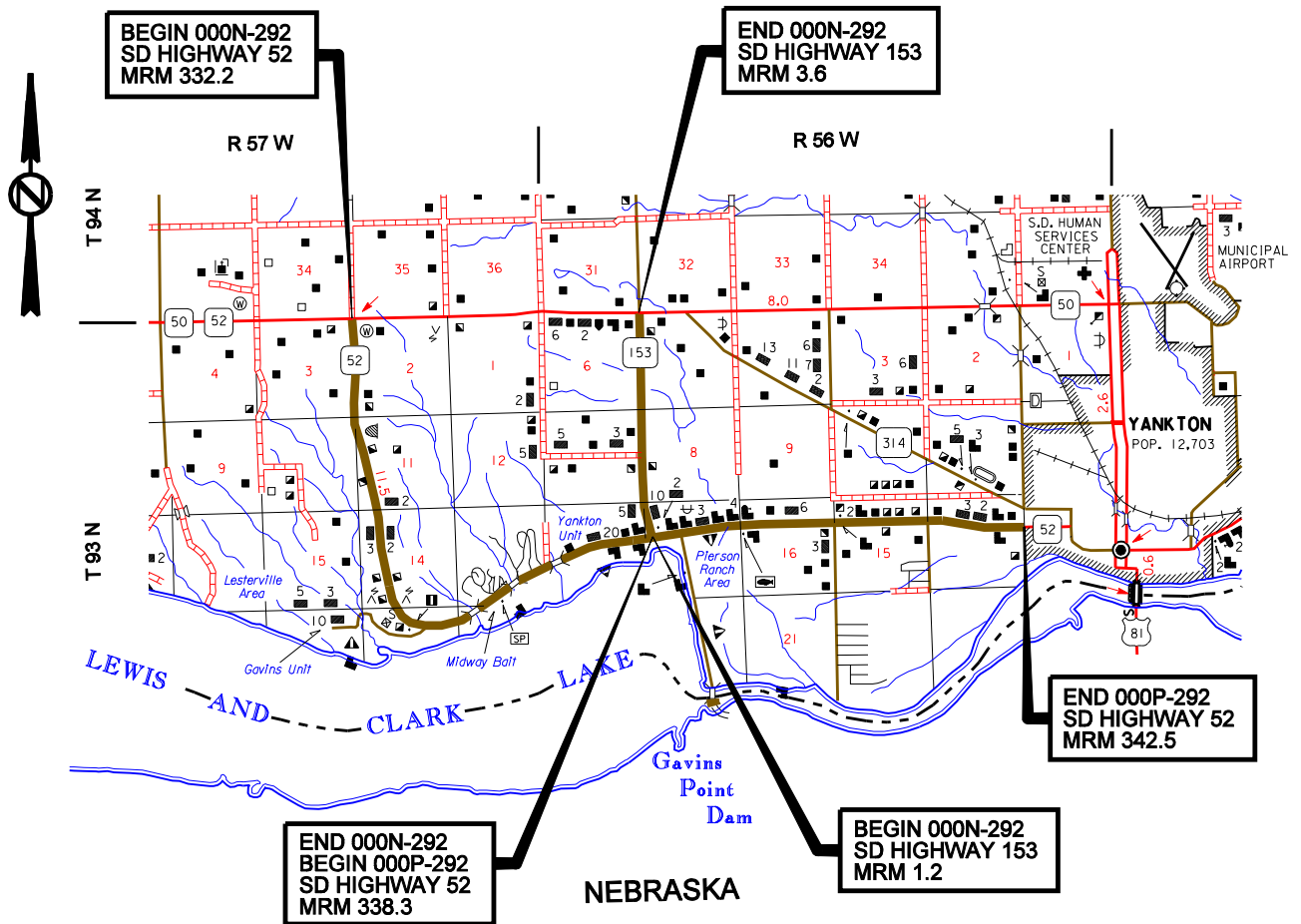


000N-292 & 000P-292 YANKTON COUNTY MOWING



**000N-292 & 000P-292
YANKTON COUNTY**

DESCRIPTION OF WORK

The work shall consist of mowing the roadway right-of-way on SD Highways 52 and 153 in Yankton County.

CONTRACT REQUIREMENTS

1. The Contractor shall be considered an Independent Contractor and shall comply to all labor regulations pertaining to the employment of his employees and assume responsibility for withholding of all monies applicable for fringe benefits and for applicable taxes for his employees. All employees of the Contractor shall be deemed the Contractor's employees for purpose of the Workers Compensation Act and not as employees of the State of South Dakota.
2. At the time of the execution of the contract, the Contractor shall furnish a performance bond in a sum equal to the full amount of the contract.
3. The contract work shall not be sublet, assigned or otherwise disposed of except with the written consent of the South Dakota Department of Transportation. In no case will it be permissible to sublet more than 50% of the work. Consent to sublet or assign a portion of the work shall not be construed to relieve the Contractor of any responsibility for fulfillment of the contract.
4. Prior to beginning work, the Contractor shall be required to show proof of public liability insurance of not less than \$100,000.00 per person and \$300,000.00 per accident, and \$50,000.00 property damage to cover any and all claims that may arise of work performed under the provisions of the contract, and shall hold harmless the State of South Dakota, its officers and employees from any claims whatsoever as a result of acts performed by the Contractor.
5. The Contractor shall give his personal supervision of the work, or have a competent designate available at all times with authority to act for the Contractor.
6. Prior to beginning work, a conference shall be arranged with the Department of Transportation. In this meeting, the Contractor shall outline the proposed mowing procedure and give the plan for performing the work while providing the safe passage of traffic at all times.
7. The expiration date of this contract is November 1, 2006.

EQUIPMENT

1. The mowing may be performed with tractor operated rotary, flail or sickle mowers. Other types of cutting machines may be used but will require approval prior to use.
2. All rotary mowers must be equipped with safety chains or approved devices to prevent damage to property from flying debris from under the mower.
3. The mower/tractor shall be equipped with a flashing amber light mounted on the top of the tractor visible for 360°. A strobe light with 600,000 candle power or a revolving light with a 4" sealed beam unit is acceptable. (Minimum requirements).
4. A slow moving emblem will be required to be mounted on the mowing unit visible from the rear.
5. Mowers shall be kept in good operating condition at all times in order to produce a clean, sharp cut of vegetation.

**000N-292 & 000P-292
YANKTON COUNTY**

MOWING REQUIREMENTS

1. The start of mowing operations will be determined by the Engineer. Mowing will not begin until the vegetation reaches an average height of 12 inches, unless otherwise advised by the Engineer.
2. The Contractor shall begin mowing operations within five days after being notified.
3. After mowing has begun, the Contractor will be required to complete the entire project within fourteen calendar days unless otherwise extended by the Engineer.
4. It is estimated that mowing of the project will be performed three times. Each mowing cycle represents approximately 193 acres. Additional mowing of certain segments or deletion of mowing of certain areas may be ordered by the Engineer. One additional mowing of 71 acres of SD Hwy 52 from the west edge of Yankton to the west end of the Lewis and Clark Recreation Area has been included in the Estimate of Quantities.
5. Vegetation shall be mowed to a height of four to six inches.
6. The Contractor will confine all operations to daylight hours with no work performed on Sundays or State Holidays unless authorized by the Engineer.
7. All mowed areas shall be left in a neat appearing condition upon completion of the mowing. Strips of uncut grass or piles of cut grass shall not be left in the mowed areas.
8. Hand trimming will be required around sign posts, guardrail, delineators or other highway features. Hand trimming will be done on both projects during all three cycles of Mowing and during the additional Mowing cycle. Cost for hand trimming shall be incidental to the contract unit price per acre for Mowing.
9. Mowing of inslopes or backslopes steeper than 2.5:1 and wet and/or inaccessible areas will not be required unless the vegetation interferes with safe sight distance to the driving public.
10. Mowing adjacent to guardrail installations at structures will be required.
11. The equipment shall not be left unattended at any time within thirty feet of the roadway shoulder.
12. The Contractor shall take all needed precautions when it is necessary to cross the traffic lanes.
13. The Contractor will be required to mow adjacent to the bike path.
14. Mowing cycles will be completed according to the following schedule:

1st Mowing cycle	-	Prior to Memorial Day.
2nd Mowing cycle	-	Prior to July 1st.
3rd Mowing cycle	-	Prior to October 1st.

MEASUREMENT AND PAYMENT

1. An item of Mobilization 1 is included in the Proposal. One hundred percent will be paid when the first mowing has been completed. Mobilization 1 will be paid for only once on the contract.

The item shall be full payment for the establishment of facilities, equipment modification, and all other preparatory and incidental work necessary for performing the project mowing.
2. Mowing will be paid by the acre. The contract unit price per acre will be full compensation for furnishing all labor, equipment, supplies, and incidental necessary to complete the mowing.
3. The acres of mowing were determined by horizontal width and length computations referenced to mile reference markers (MRM). No deductions were made in these computations for waterways, inaccessible areas or other nonmowable areas.
4. A payment will be made after the satisfactory completion of each mowing cycle.