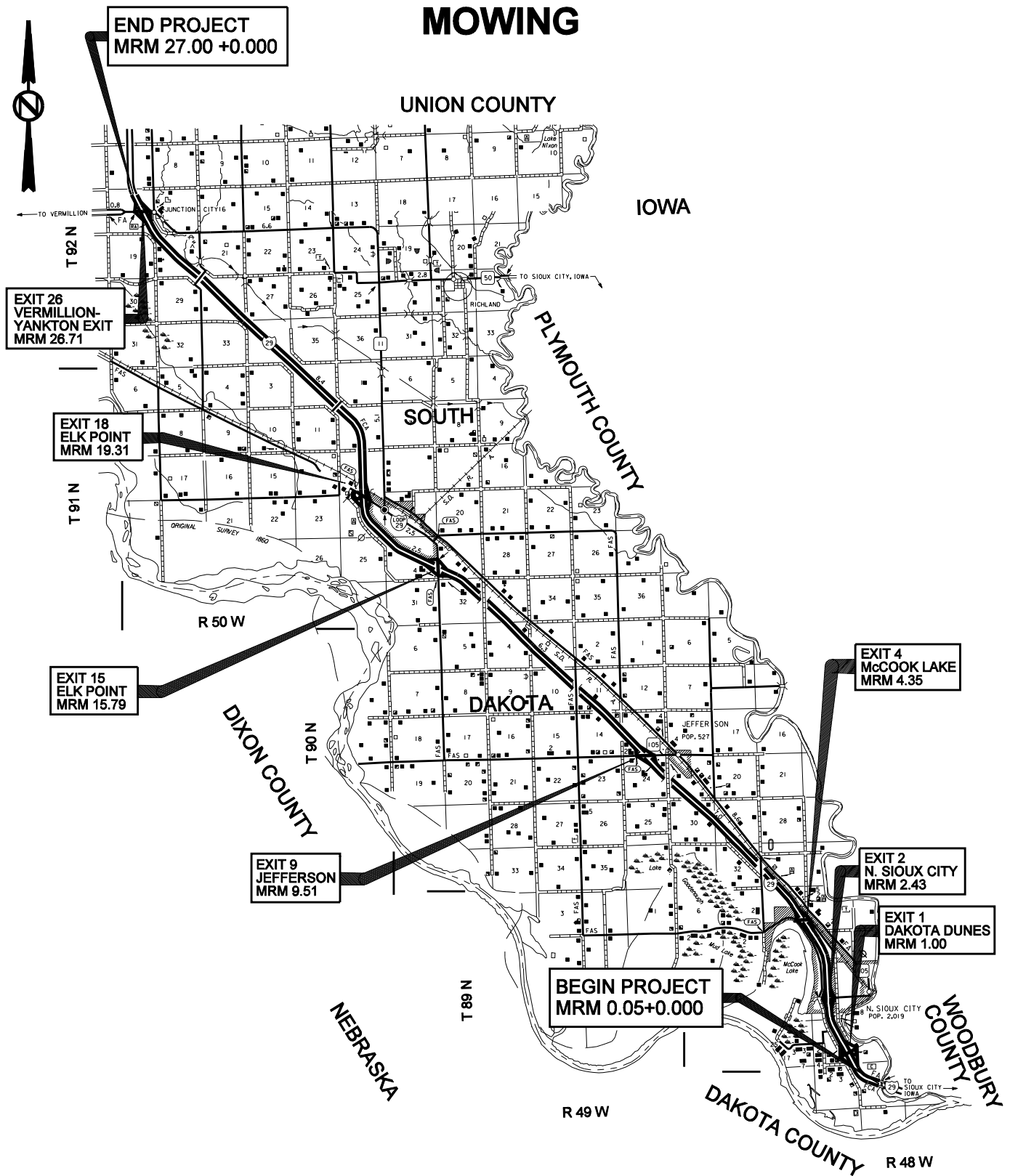
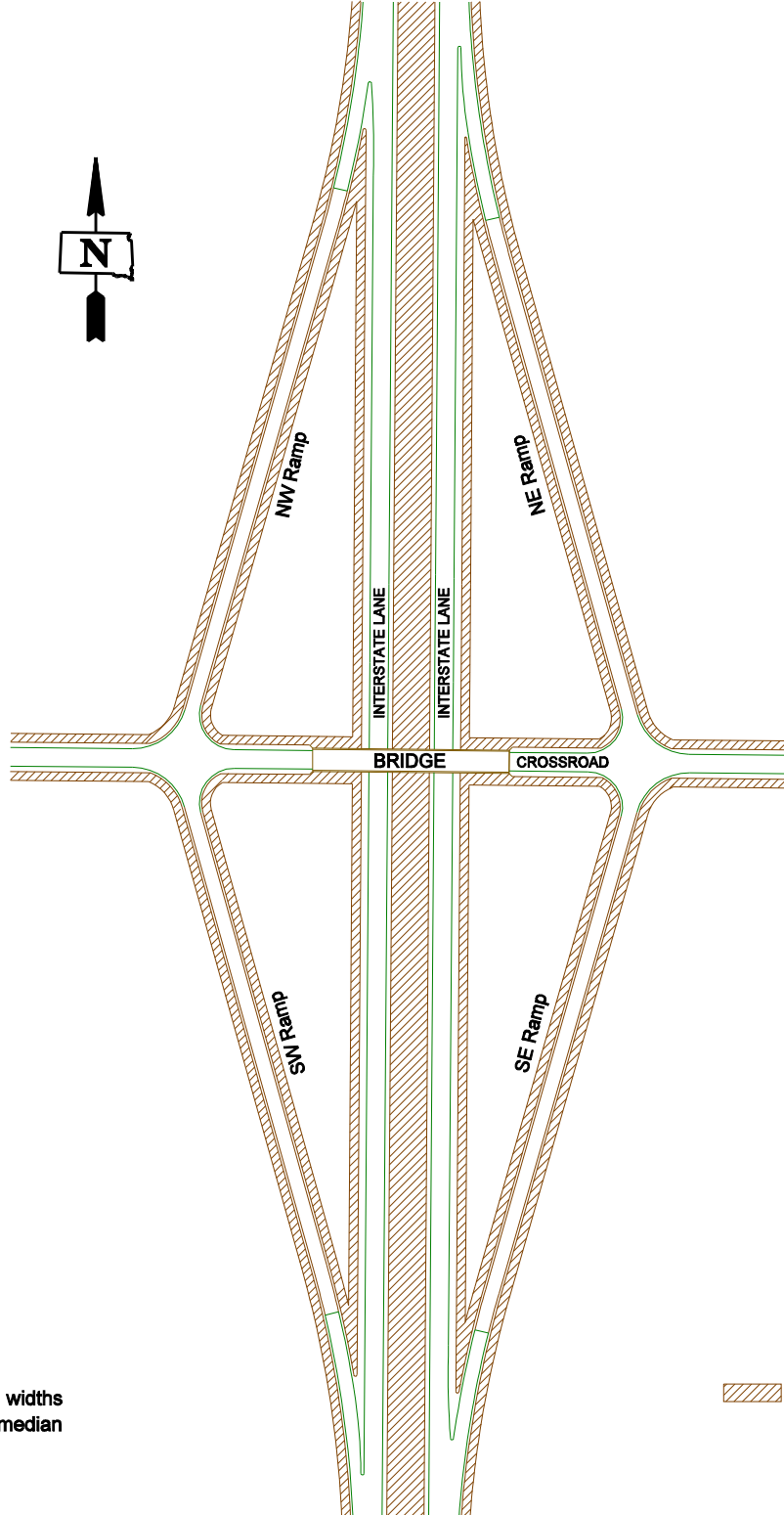


000I-291 UNION COUNTY MOWING



TYPICAL INTERCHANGE MOWING

INTERSTATE MOWING FOR ROAD
OVER INTERSTATE

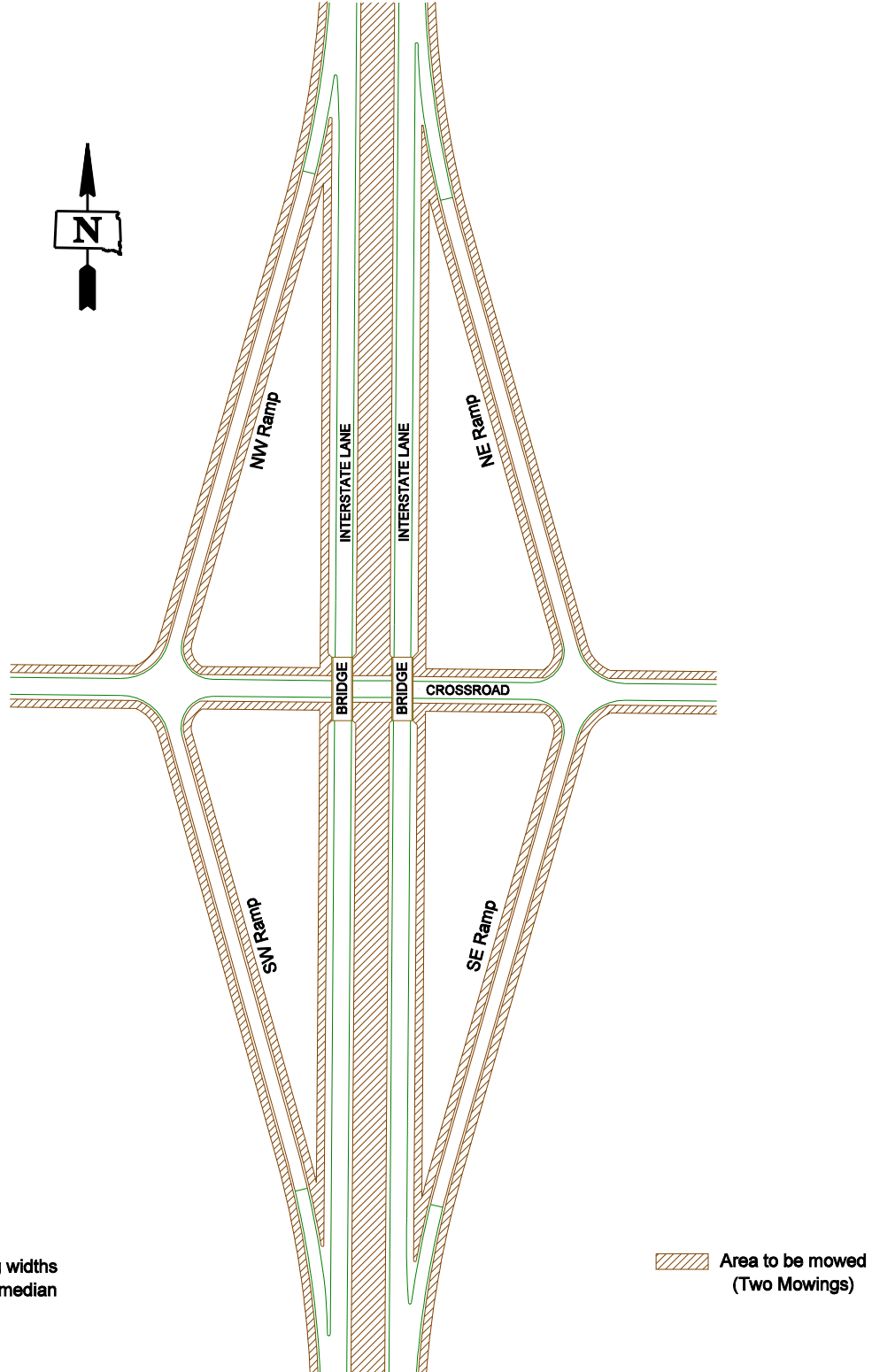


NOTE: All mowing widths
are 15' except the median


 Area to be mowed
(Two Mowings)

TYPICAL INTERCHANGE MOWING

INTERSTATE MOWING FOR
INTERSTATE OVER ROAD



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are 15' except the median

 Area to be mowed
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**000I-291
UNION COUNTY**

TABLE OF MOWING

PROJECT NUMBER	MRM		AREA TO BE MOWED			APPROXIMATE ACRES
	BEGIN	END	LENGTH MILES	WIDTH FEET	DESCRIPTION	
0291-291	0.05	27.0	26.95	78.0	48' Median and two 15' cuts on the outside slopes	254.8
	1.00	Dakota Dunes - Interchange Exit 1				8.6
	2.43	North Sioux City - Interchange Exit 2				3.3
	4.35	McCook Lake - Interchange Exit 4				3.0
	9.51	Jefferson - Interchange Exit 9				2.8
	15.79	Elk Point - Interchange Exit 15				2.7
	18.31	Elk Point - Interchange Exit 18				2.5
	26.71	Vermillion/Yankton - Interchange Exit 26				3.0
MOWING TOTAL:					280.7	
0291-291	0.05	27.0	26.95	All R/W except what is listed above.		460.0
ONE-TIME MOWING TOTAL:					460.0	

DESCRIPTION OF WORK

MOWING

The work shall consist of mowing the entire median ditch and a 15' wide cut on the mainline and ramp roadway inslopes along Interstate 29 in Union County as shown in the Table of Mowing. The first Mowing cycle shall be completed prior to July 1st.

ONE-TIME MOWING

This work shall consist of mowing the entire R/W except for what is listed in Mowing item. One-Time Mowing shall commence between July 15 & August 15.

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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 their proposed mowing procedure and give their 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, 2007.

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 conditions at all times in order to produce a clean, sharp cut of vegetation.

**000I-291
UNION 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.
2. The Contractor shall begin mowing operations within ten days after being notified.
3. After mowing is begun, the Contractor will be required to complete the first mowing of the entire project within twenty calendar days unless otherwise extended by the Engineer.
4. It is estimated that all areas to be mowed, (see Table of Mowing) will require two mowings, (280.7 Acres x 2 = 561.4 Acres. If any areas require a third mowing they will be ordered by the Engineer.

It is estimated that areas to be mowed One-Time will consist of 460.0 Acres.

5. The Engineer can order the median mowed ahead of the shoulder cuts.
6. Vegetation shall be mowed to a height of four to six inches.
7. The Contractor will confine all operations to daylight hours with no work performed on Sundays or State Holidays unless authorized by the Engineer.
8. 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. Baling will not be permitted within the area covered under this contract.
9. Hand trimming will be required around sign posts, guardrail, delineators or other highway features. Hand trimming will be done on the entire project during both cycles of Mowing and during One-Time Mowing. Cost for hand trimming shall be incidental to the contract unit price per acre for Mowing.
10. The mainline median will be mowed on the entire project. The median shall be mowed from the inside shoulder edge of one lane to the inside shoulder edge of the opposite lane.
11. The roadway inslopes, including the Interchanges, shall be mowed a width of 15' measured from the beginning of the grass line.
12. Mowing of inslopes steeper than 2.5:1 or inaccessible areas will not be required unless the vegetation interferes with safe sight distance to the driving public. Hand mowing of these areas will then be required.
13. Mowing of the median inside or between the steel beam and cable guardrail installations adjacent to structures will be required. The method of getting the mowers inside or between guardrail installations must have Engineer approval or be hand mowed. Median enclosures exist at these locations:

MRM	2.4	MRM	11.7	MRM	20.5
MRM	4.3	MRM	14.5	MRM	24.7
MRM	5.9	MRM	15.8	MRM	26.7
MRM	8.8	MRM	18.3		
MRM	9.5	MRM	18.5		

14. If equipment is left on the project overnight, it cannot be left in the median. The equipment shall not be left unattended within thirty feet of the roadway shoulder at any time.
15. Mower movement in and out of the median and crossing traffic lanes shall be kept to a minimum. All highway movement shall be in the proper lanes and in the true direction of traffic. The Contractor shall take all needed precautions when it is necessary to cross the traffic lanes.

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MOWING REQUIREMENTS (CONTINUED)

16. Additional areas can be mowed for control of noxious weeds, sight distance, or appearance. Areas included in the mowing summary may also be deleted as determined by the Engineer.
17. The South Dakota Department of Transportation allows mowing and haying of the Interstate ditches from MRM 0 to MRM 27 by private parties. The Private Party Agreement will supersede the provisions of this contract proposal. Areas mowed by private party may not need mowing. These areas will be deducted from the plan shown acreage for payment to the Contractor.

For information only, Private Party Agreements are anticipated to be secured for the following sites:

Dakota Dunes Interchange
MRM 6.0 to 9.0 East side only
MRM 14.0 to 20.0 both sides

A summary of these private party segments can be obtained by calling the SDDOT at 605-624-6835.

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 and One-Time Mowing will be paid by the acre. The acres shown in the Table of Mowing will be the basis for measurement (by times mowed). Changes in the mowing from what is shown in the Table of Mowing will be measured separately for payment and added or deducted as applicable.

The contract unit price is per acre per mowing and will be full compensation for furnishing all labor, equipment, supplies, and incidentals necessary to complete each mowing.

3. The acres of mowing were determined by horizontal width and length computations referenced to mile reference markers. 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.