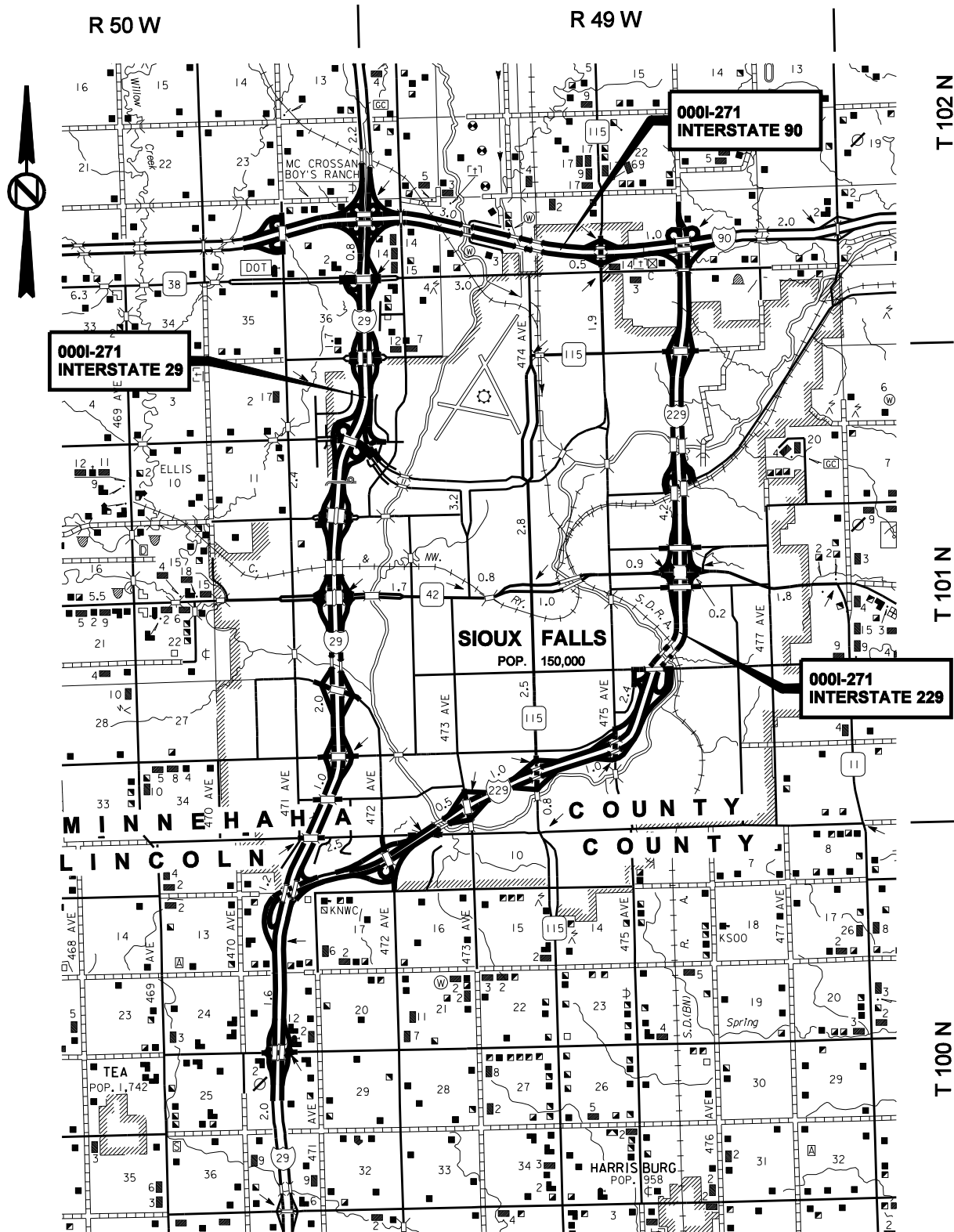


0001-271 MINNEHAHA & LINCOLN COUNTIES MOWING



**0001-271
MINNEHAHA & LINCOLN COUNTIES**

DESCRIPTION OF WORK

The work shall consist of mowing grass and other vegetation within the right-of-way of Interstates 29, 90 and 229 looping the City of Sioux Falls as shown in these plans.

CONTRACT REQUIREMENTS

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.

The Contractor shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000) each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this contract or be no less than two times the occurrence limit.

The Contractor shall maintain business automobile liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000) each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.

The Contractor shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

Prior to commencement of work under this contract, the Contractor shall furnish the Department with properly executed Certificates of Insurance, which shall clearly evidence all insurance required in this contract and provide that such insurance shall not be canceled, except on 30 days written notice to the Department. The Contractor shall furnish copies of insurance policies if requested by the Department.

The Contractor shall hold harmless and indemnify the State of South Dakota, its officers, agents and employees from and against any and all action, suits, damages, liability or other proceedings which may arise as the result of performing services hereunder. This section does not require the Contractor to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.

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.

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.

Prior to beginning work, a conference shall be arranged with the Department of Transportation. At 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.

CONTRACT PERIOD – 3 YEARS

The contract start date is the date the contract is awarded to the Contractor. The contract completion date is the last date the Contractor performs services for the Department.

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.

**0001-271
MINNEHAHA & LINCOLN COUNTIES**

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 notification.
3. Priority shall be given to the first fifteen feet of width adjacent to shoulders. The fifteen feet adjacent to shoulders shall be mowed first, for the entire length of project, at all locations. Once this has been completed, the Contractor can complete the mowing out to the right-of-way fence, or the additional fifteen feet of width.
4. After mowing is started, the Contractor will be required to complete each mowing cycle within twenty-one calendar days unless otherwise extended by the Engineer.
5. Unless otherwise directed by the Engineer, mowing of the Project will be performed three times between the dates of May 1 and October 31. First cutting shall be done prior to June 15. Second cutting shall be done between July 1 and August 1, third cutting shall be done between September 1 and October 1. In the event that vegetation does not reach the average height of 12 inches, the mowing schedule may be adjusted and/or the third mowing may be eliminated (partially or in full).
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, delineators, guardrail, trees and shrubbery, improvement, or appurtenances. Hand trimming will be done on the entire project during all three cycles of Mowing. Hand trimming shall be completed within seven days of the completion of each mowing cycle. Cost for hand trimming shall be incidental to the contract unit price per acre for Mowing.
10. The median will be mowed the entire length of the 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 ramps, service roads and approaches shall be mowed a width of fifteen or thirty feet, as specified in these plans, measured from the edge of the shoulder, in areas where mowing only the inslopes is specified. Mowing equipment will not be allowed on the driving lanes or shoulders.
12. An area of exception between I29 MRM 76.19 & 78.12 (Inclusive of the 26th & 41st Street Interchanges) will not be mowed as part of this contract during 2011. The exception will be under construction and mowed by others.

Mowings maybe also be reduced or eliminated on the newly seeded portions of the Marion Road Interchange area (I90 MRM 72.81 to MRM 74.01) based on direction from Maintenance Supervisor.

During 2012 and 2013, other sections of this project may also be removed from the contract due to construction or other reasons. No payment will be made for sections of the project that are removed from the plans and no adjustment will be allowed to the contract unit prices as result of removed sections.

Due to Interstate construction, in general, around Sioux Falls, some areas may not require mowing. These areas will be deducted from the contract mowing quantity.

13. Additional areas can be ordered mowed for control of noxious weeds, sight distance or for appearance. Areas included in the mowing summary may also be deleted as determined by the Engineer.

**0001-271
MINNEHAHA & LINCOLN COUNTIES**

MOWING REQUIREMENTS (CONTINUED)

14. Mowing of inslopes or backslopes steeper than 2.5:1 and wet and/or other inaccessible areas will not be required unless the vegetation interferes with safe sight distance to the driving public, which then may require hand mowing.
15. Sanitary sewer manholes are in place within the mowing area at various locations throughout the project. It is the Contractor's responsibility to verify these locations. If a manhole is disturbed due to the Contractor's operations, the City of Sioux Falls shall be contacted immediately. Any damage caused by the Contractor's operations shall be repaired at the Contractor's expense.
16. Mowing adjacent to, inside, or between guardrail installations will be required. The method of getting the mowers adjacent to, inside, or between guardrail installations must have Engineer approval or be hand mowed. Median enclosures exist at these locations:

I29
MRM 75.46

I90
MRM 397.86
MRM 398.49
MRM 398.69
MRM 399.56

I229
MRM 1.88

Strictures exist at numerous other locations along the interstate as well.

17. If equipment is left on the project overnight, it cannot be left in the median. The equipment must be parked near the right-of-way fence line. Equipment shall not be left unattended within thirty feet of the roadway shoulder at any time.
18. Mower movement in and out of the median and crossing traffic lanes shall be kept to a minimum. Mowing equipment shall not cross mainline interstate Monday through Friday during the hours 7:30am to 8:30am and 4:00pm to 6:00pm. Bridges shall be crossed using the proper lanes and travel only in the true direction of traffic. The Contractor shall take all needed precautions when it is necessary to cross the traffic lanes. Mowing equipment will not be allowed to swing out into the driving lanes while mowing around delineator posts along the edge of the driving lanes.
19. Where wildflowers are in bloom, mowing may be reduced to median and 15' topcut only. The Engineer will direct mowing operations in these areas.
20. Trees have been planted in the surrounding area of I229 Interchange Exit 1C, Louise Avenue. The Contractor shall take care and not damage the trees. Any trees damaged shall be replaced at the Contractor's expense.

MEASUREMENT AND PAYMENT

1. Payment for Mobilization 1, 2 or 3 will be made at the contract unit price per each and is payment for the work necessary to establish, modify and/or organize the facilities, equipment, and personnel to provide mowing as per this contract. Payment for Mobilization 1 will take place once, after contract award, and payment for Mobilization 2 or 3 will take place once, in each of the successive 2 years of the contract, provided that the contract is renewed and, provided that the Contractor demonstrates to the Department that the aforementioned mobilization work is accomplished.
2. 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 per acre 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. An interim payment can be made if requested by the Contractor but it will be limited to one interim payment per mowing cycle.

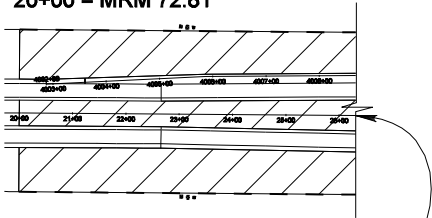
**0001-271
MINNEHAHA & LINCOLN COUNTIES**

LOCATION MRM TO MRM		AREA TO BE MOWED	2011 ACRES	2012 ACRES	2013 ACRES
		I29			
72.81	74.01	Tea Interchange Exit 73 (Includes I29 MRM 72.81 to MRM 74.01)	36.4	36.4	36.4
74.01	74.65	R/W to R/W line, 48' Median and 85' sides	16.9	16.9	16.9
74.65	75.80	I29 Interchange Exit 75 (within ramps and 85' to 60' sides)	49.0	49.0	49.0
75.80	76.19	R/W to R/W line, 48' Median and 60' sides	10.3	-	-
75.80	78.80	R/W to R/W line, 48' Median and 60' sides plus area beyond channel	-	79.3	79.3
77.26		41st St. - Interchange Exit 77 (within ramps)	-	7.2	7.2
78.12		26th St. - Interchange Exit 78 (within chnl./ramps)	-	20.3	20.3
78.12	78.80	R/W to R/W line, 48' Median and 60' sides plus area beyond channel	18.0	-	-
78.80	79.50	12th St. - Interchange Exit 79 (Includes I29 MRM 78.80 to MRM 79.50)	17.8	17.8	17.8
79.50	80.56	Madison St. - Interchange Exit 80 (Includes I29 MRM 79.50 to MRM 80.56)	31.8	31.8	31.8
80.56	82.01	Russell St. - Interchange Exit 81 (Includes I29 MRM 80.56 to MRM 82.01)	88.0	88.0	88.0
82.01	82.77	Benson Rd - Interchange Exit 82 (Includes I29 MRM 82.01 to MRM 82.77)	23.7	23.7	23.7
82.77	83.81	60th St. N - Interchange Exit 83 (Includes I29 MRM 82.77 to MRM 83.81)	81.3	81.3	81.3
83.81	84.40	I29 Interchange Exit 84 (within ramps and two 30' cuts on the inslopes)	34.4	34.4	34.4
		I29 TOTAL:	407.6	486.1	486.1
		I90			
394.84	395.48	Marion Rd - Interchange Exit 395 (Includes I90 MRM 394.84 to MRM 395.48)	50.4	50.4	50.4
395.48	396.10	48' Median and two 30' cuts on the inslopes	8.1	8.1	8.1
396.10	397.00	I90 Interchange Exit 396 (within ramps and two 30' cuts on the inslopes)	24.5	24.5	24.5
397.00	399.30	48' Median and two 30' cuts on the inslopes	30.1	30.1	30.1
399.30	400.20	R/W to R/W line, 48' Median and 85' sides	23.8	23.8	23.8
399.56		Cliff Ave. - Interchange Exit 399 (within ramps)	6.1	6.1	6.1
400.20	401.00	I90 Interchange Exit 400 (Includes I90 MRM 400.20 to MRM 401.00)	23.8	23.8	23.8
		I90 TOTAL:	166.8	166.8	166.8
		I229			
0.00	0.09	I229 Interchange (within ramps, SDDOT lot and 47' to 85' sides)	53.1	53.1	53.1
0.09	0.53	R/W to R/W line, 48' Median and 85' sides	11.6	11.6	11.6
0.53	1.29	Louise Ave. - Interchange Exit 1C (Includes I229 MRM 0.53 to MRM 1.29)	67.9	67.9	67.9
1.29	6.70	R/W to R/W line, 48' Median and 85'/73' sides	135.1	135.1	135.1
2.08		Western Ave. - Interchange Exit 2 (within ramps)	6.7	6.7	6.7
3.12		Minnesota Ave. - Interchange Exit 3 (within ramps)	9.6	9.6	9.6
4.16		Cliff Ave. - Interchange Exit 4 (within ramps)	11.5	11.5	11.5
5.32		26th St. - Interchange Exit 5 (within ramps)	22.2	22.2	22.2
6.66		10th St. - Interchange Exit 6 (within ramps)	3.0	3.0	3.0
6.70	9.46	R/W to R/W line - Width varies	95.7	95.7	95.7
7.84		Rice St. - Interchange Exit 7 (within ramps)	12.7	12.7	12.7
9.46	10.50	R/W to R/W line, 48' Median and 105' east side and 85' to 164' west side	43.1	43.1	43.1
9.46		Benson Rd. - Interchange Exit 9 (within ramps)	24.8	24.8	24.8
10.50	11.10	I229 Interchange Exit 10 (Includes I229 MRM 10.50 to MRM 11.10)	37.5	37.5	37.5
		I229 TOTAL:	534.5	534.5	534.5
		GRAND TOTAL:	1108.9	1187.4	1187.4

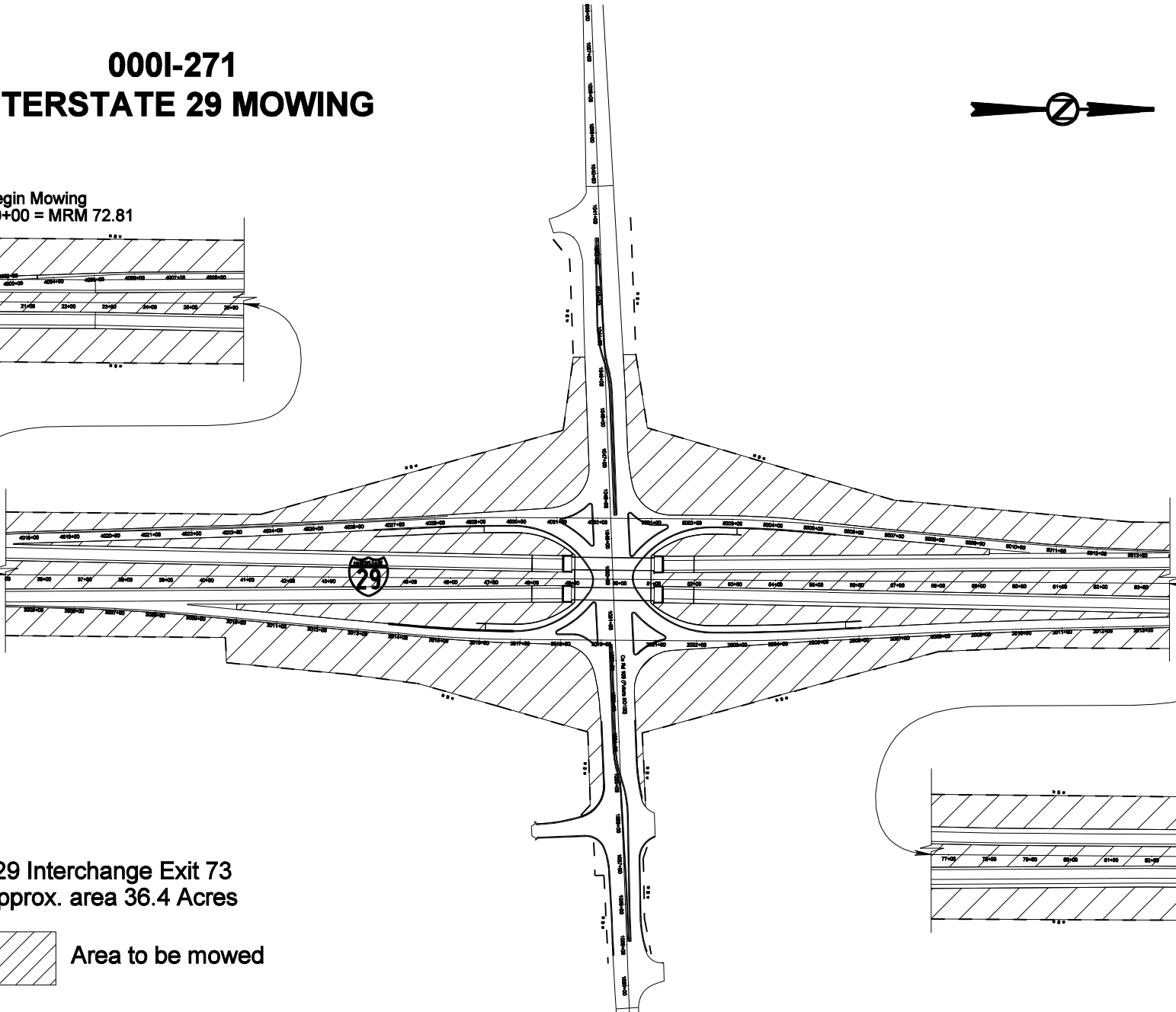
0001-271 INTERSTATE 29 MOWING



Begin Mowing
20+00 = MRM 72.81

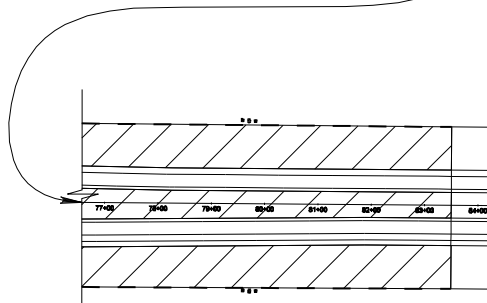


Sheet 6 of 26



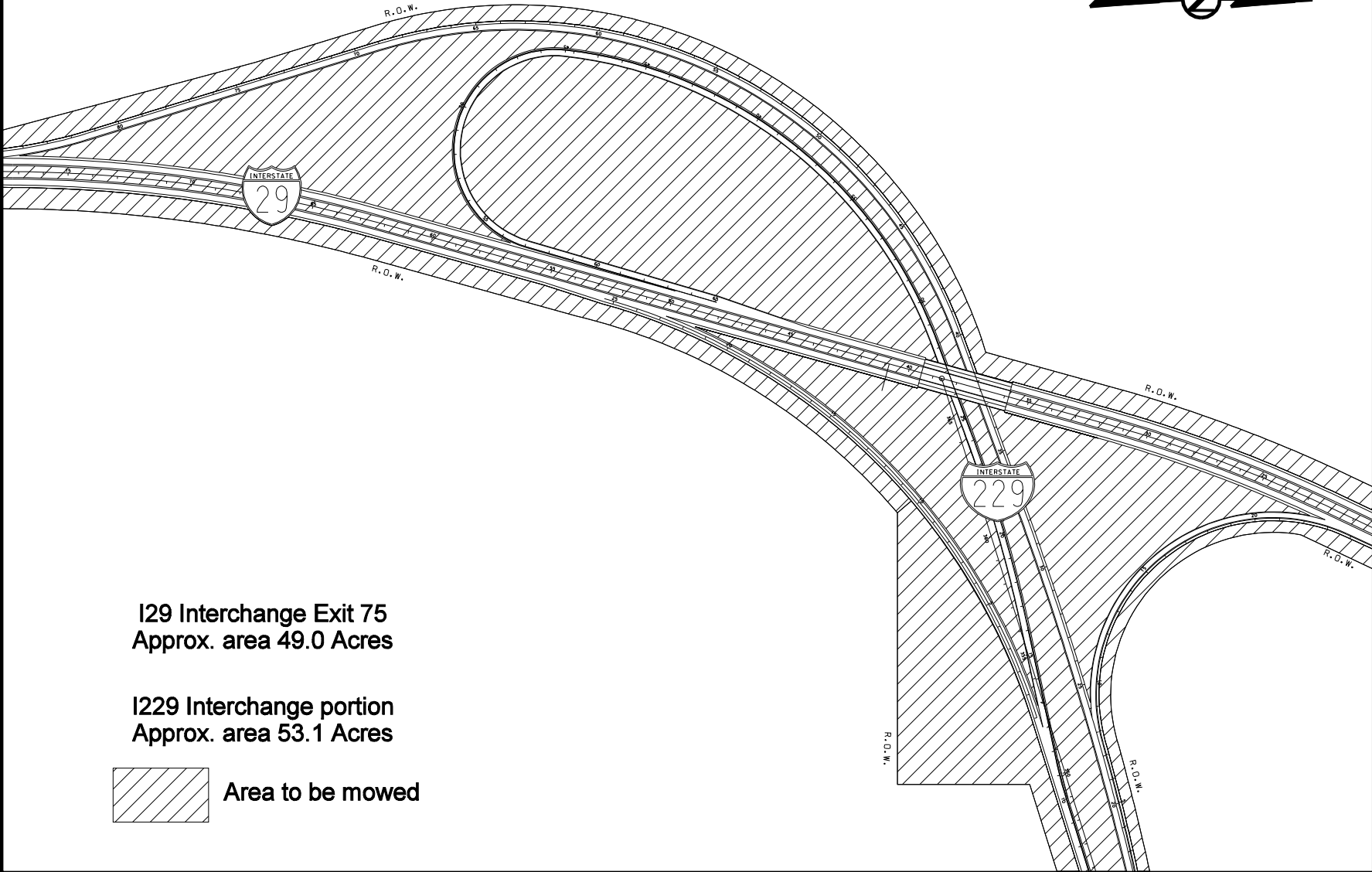
I29 Interchange Exit 73
Approx. area 36.4 Acres

 Area to be mowed



0001-271
MINNEHAHA & LINCOLN COUNTIES

000I-271 INTERSTATES 29 & 229 MOWING



I29 Interchange Exit 75
Approx. area 49.0 Acres

I229 Interchange portion
Approx. area 53.1 Acres

 Area to be mowed

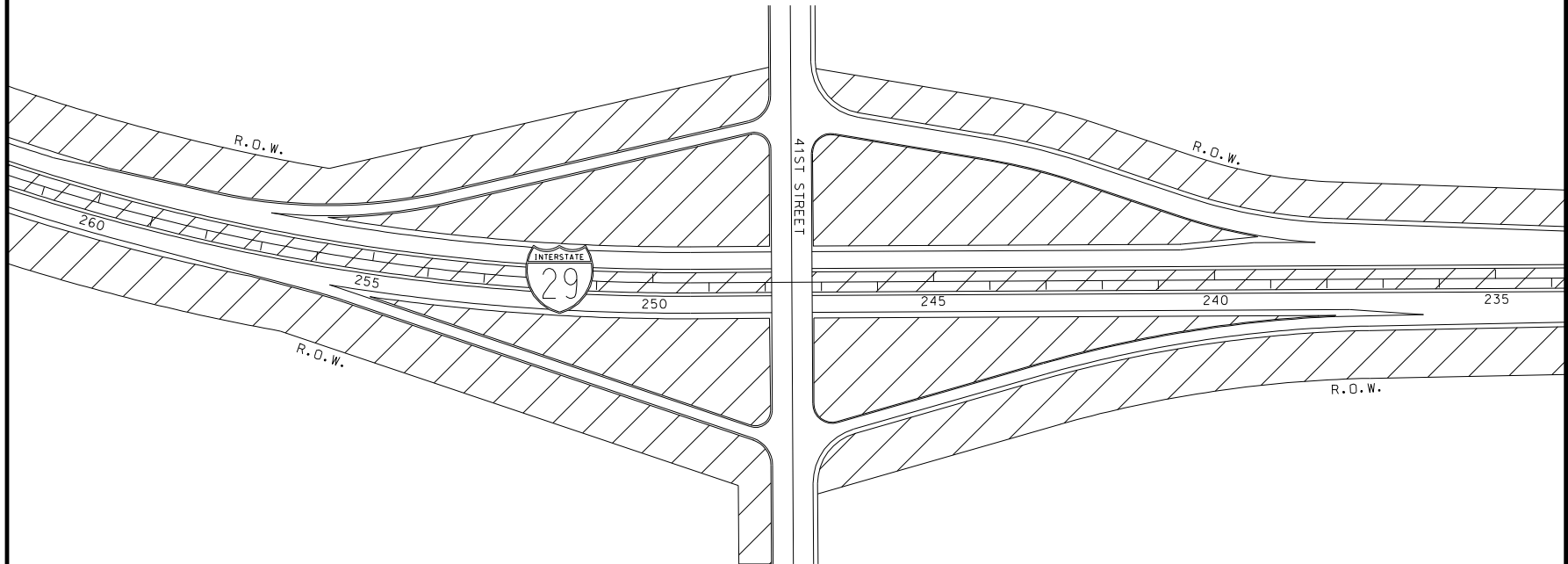
Sheet 7 of 26

000I-271
MINNEHAHA & LINCOLN COUNTIES

000I-271 INTERSTATE 29 MOWING



Sheet 8 of 26



000I-271
MINNEHAHA & LINCOLN COUNTIES

41st St. I29 Interchange Exit 77
Approx. area within ramps 7.2 Acres



Area to be mowed

0001-271 INTERSTATE 29 MOWING

Sheet 9 of 26



Drainage Channel

Drainage Channel

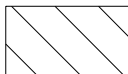
R.O.W.

R.O.W.

R.O.W.

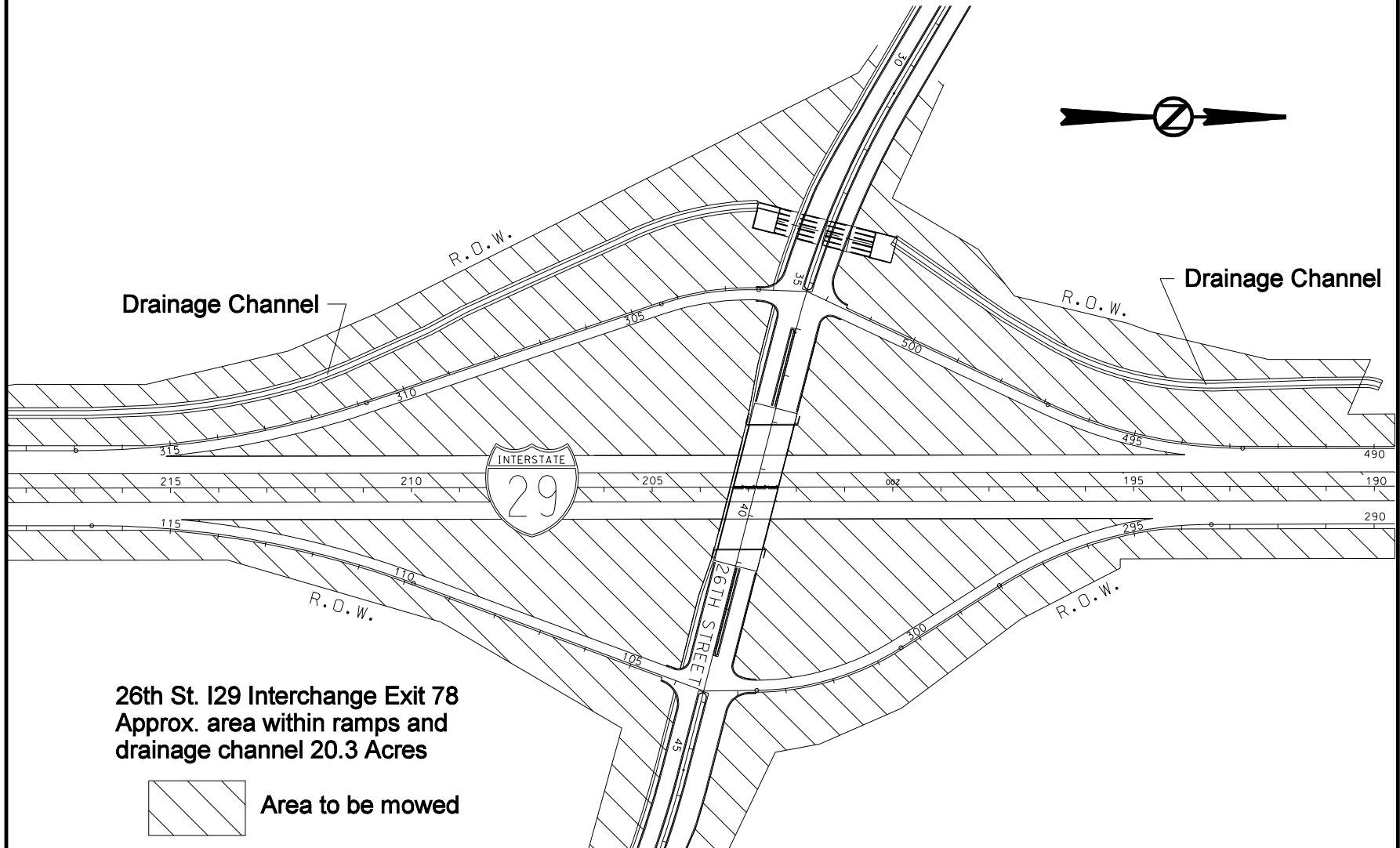
R.O.W.

26th St. I29 Interchange Exit 78
Approx. area within ramps and
drainage channel 20.3 Acres

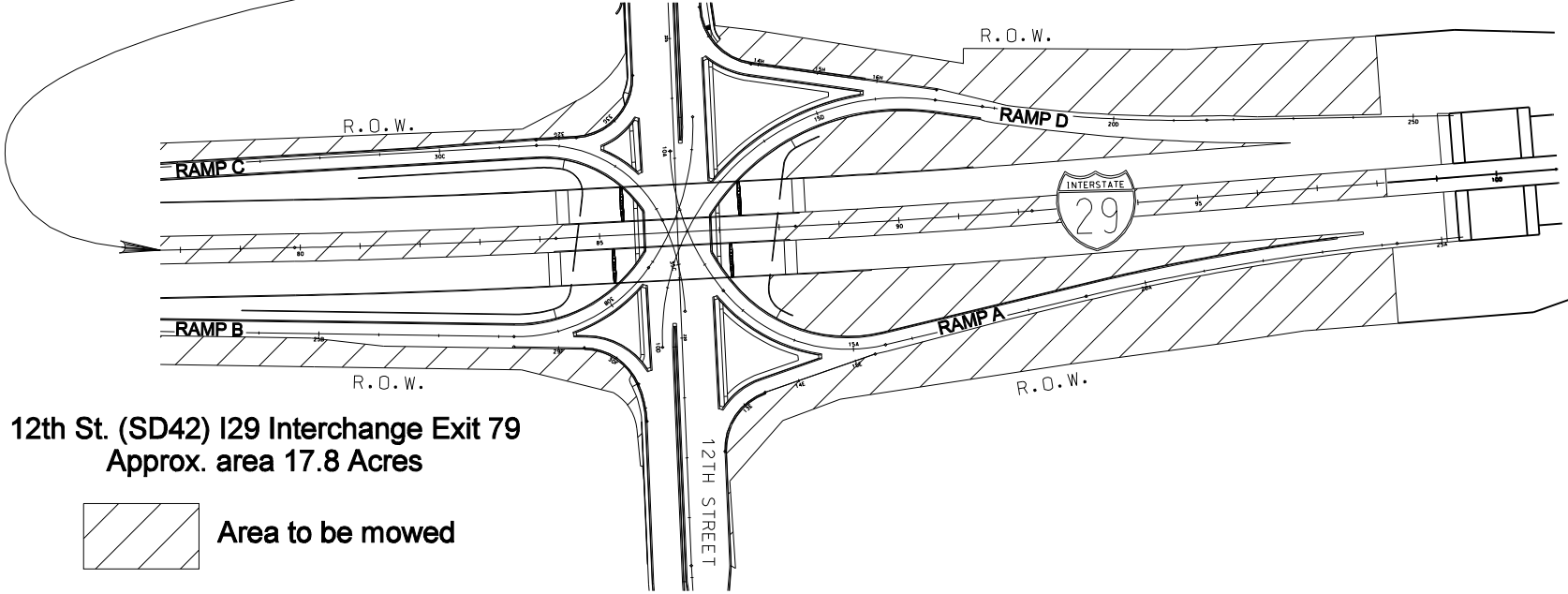
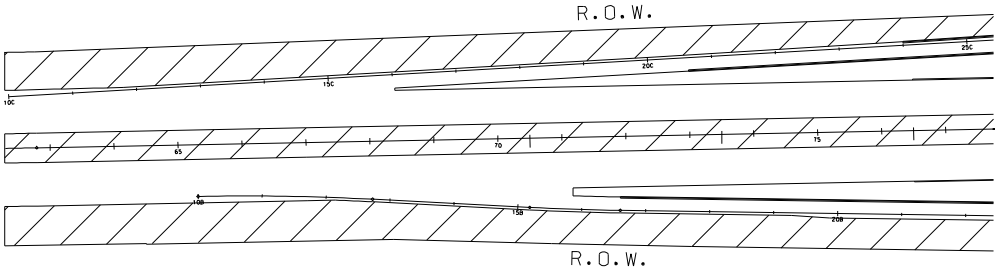


Area to be mowed

0001-271
MINNEHAHA & LINCOLN COUNTIES



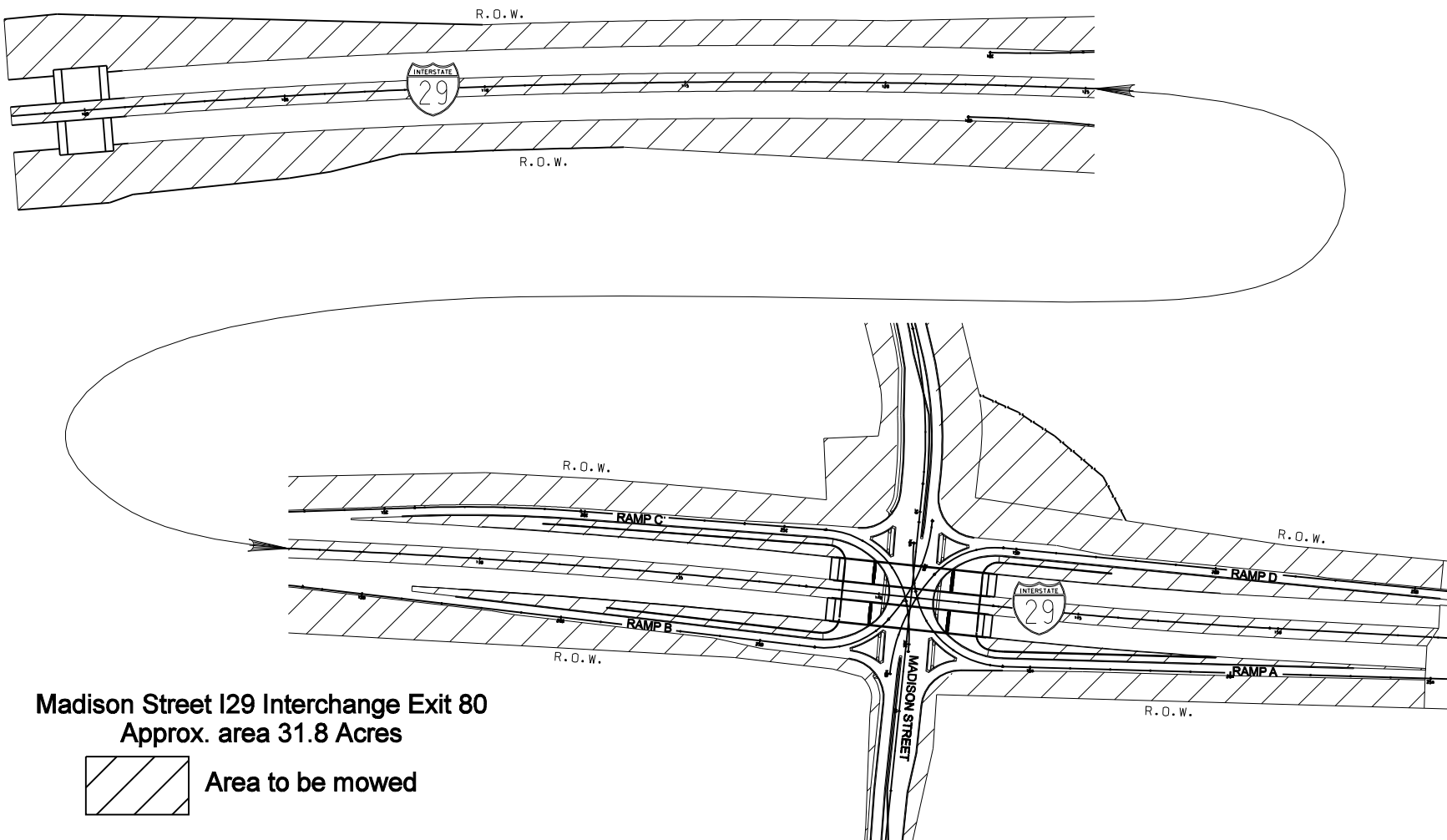
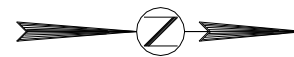
000I-271 INTERSTATE 29 MOWING



12th St. (SD42) I29 Interchange Exit 79
Approx. area 17.8 Acres

 Area to be mowed

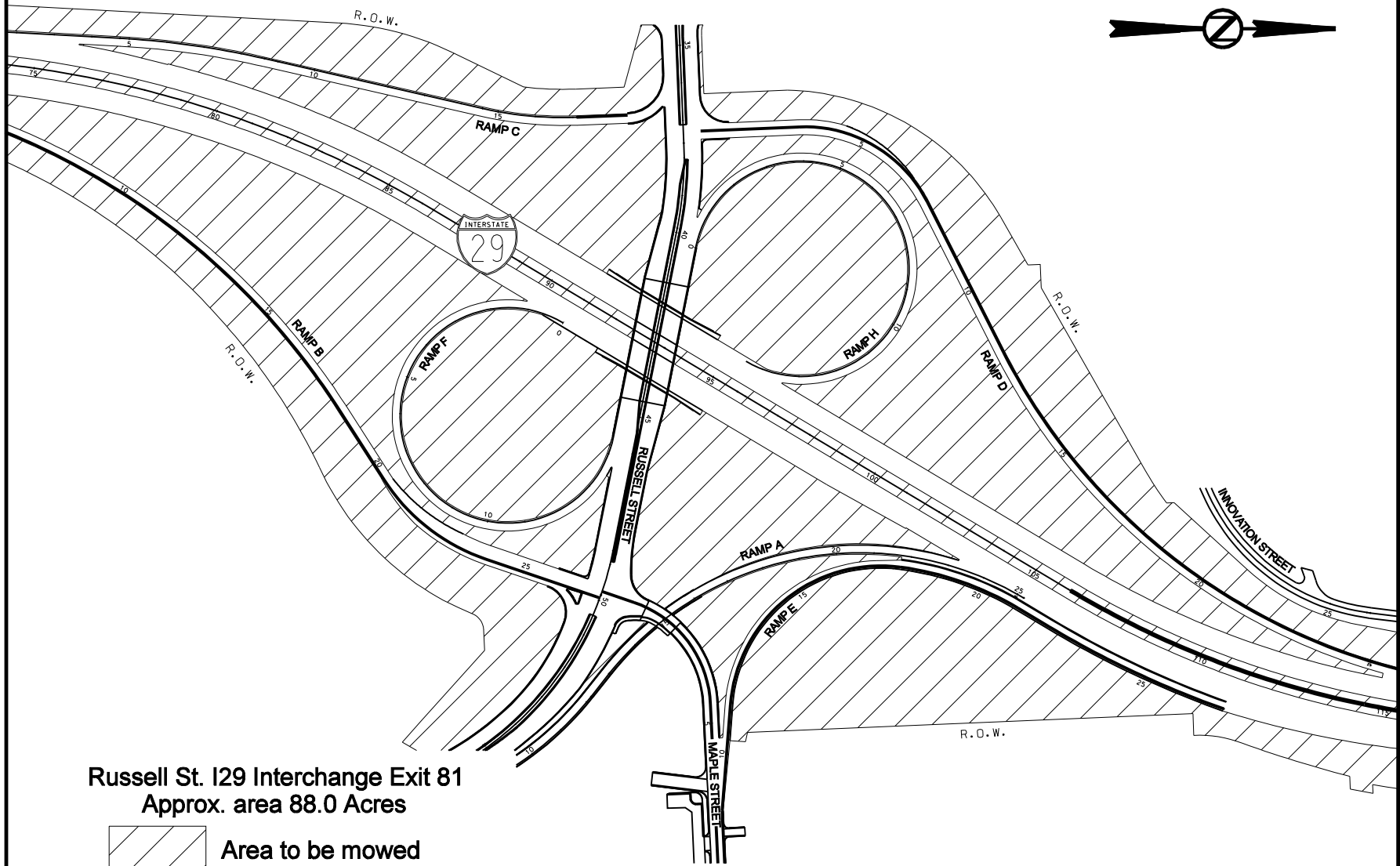
000I-271 INTERSTATE 29 MOWING



Madison Street I29 Interchange Exit 80
Approx. area 31.8 Acres

 Area to be mowed

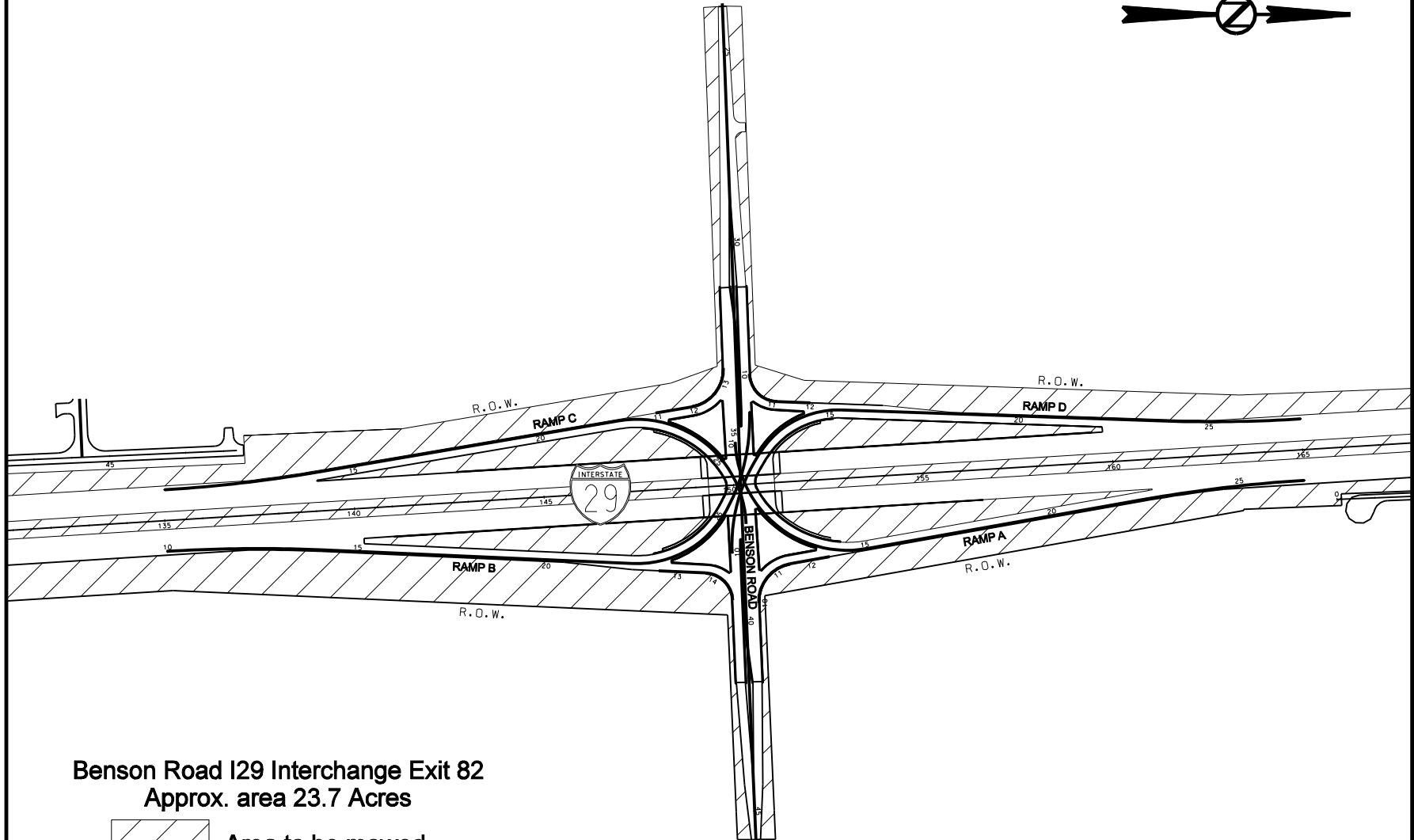
0001-271 INTERSTATE 29 MOWING



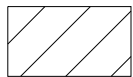
000I-271 INTERSTATE 29 MOWING



Sheet 13 of 26



Benson Road I29 Interchange Exit 82
Approx. area 23.7 Acres



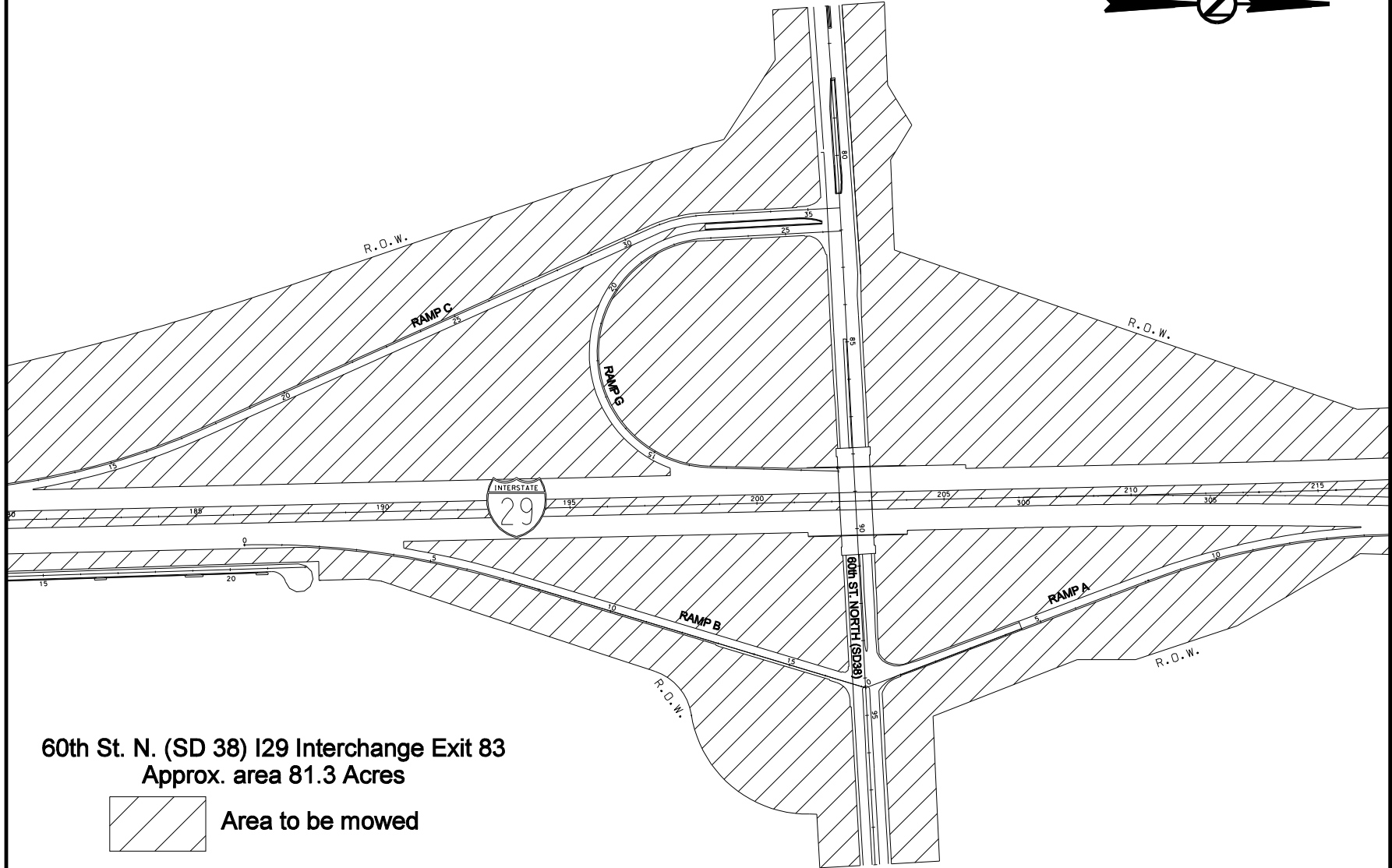
Area to be mowed

000I-271
MINNEHAHA & LINCOLN COUNTIES

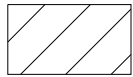
000I-271 INTERSTATE 29 MOWING



Sheet 14 of 26



60th St. N. (SD 38) I29 Interchange Exit 83
Approx. area 81.3 Acres



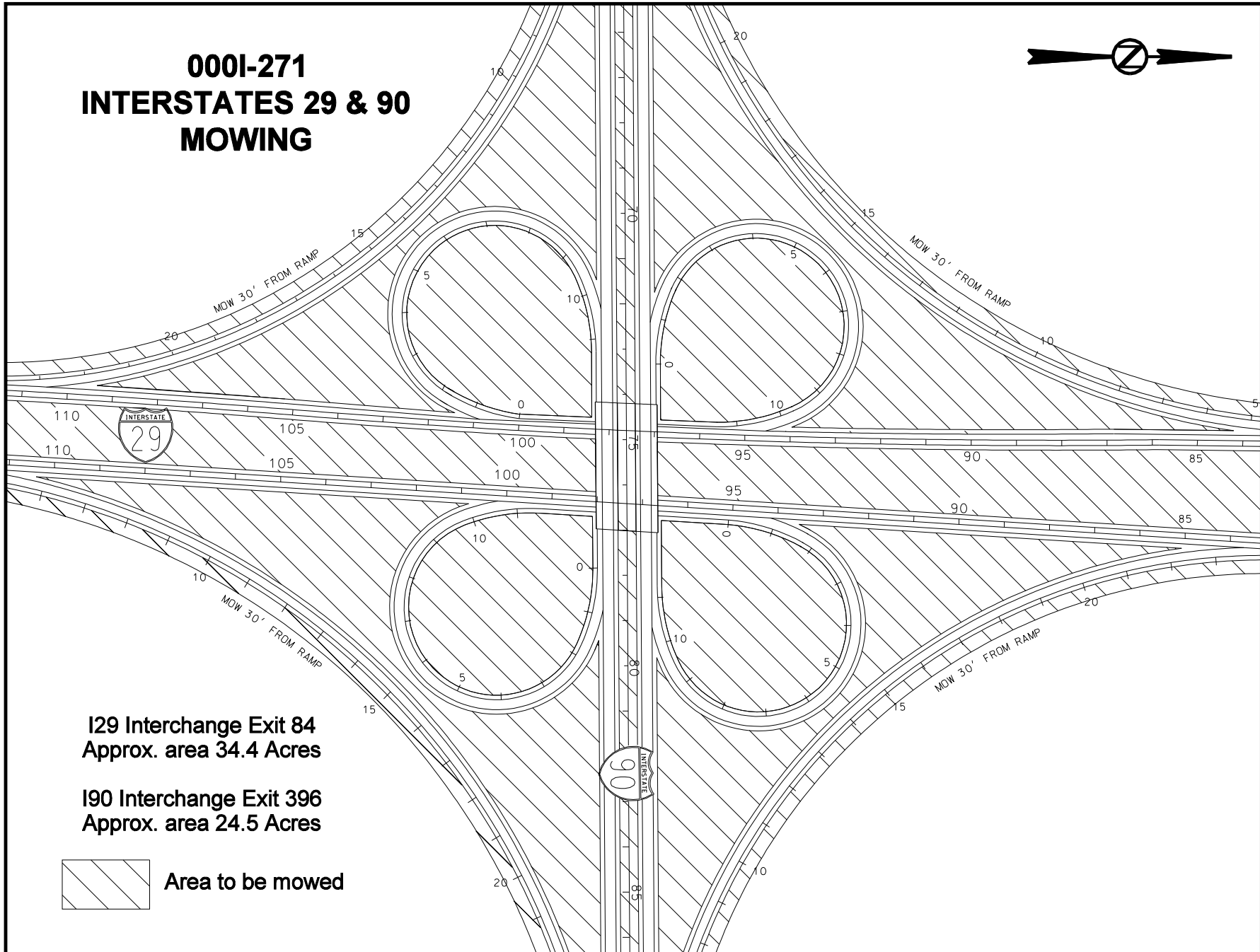
Area to be mowed

000I-271
MINNEHAHA & LINCOLN COUNTIES

0001-271 INTERSTATES 29 & 90 MOWING



Sheet 15 of 26



I29 Interchange Exit 84
Approx. area 34.4 Acres

I90 Interchange Exit 396
Approx. area 24.5 Acres



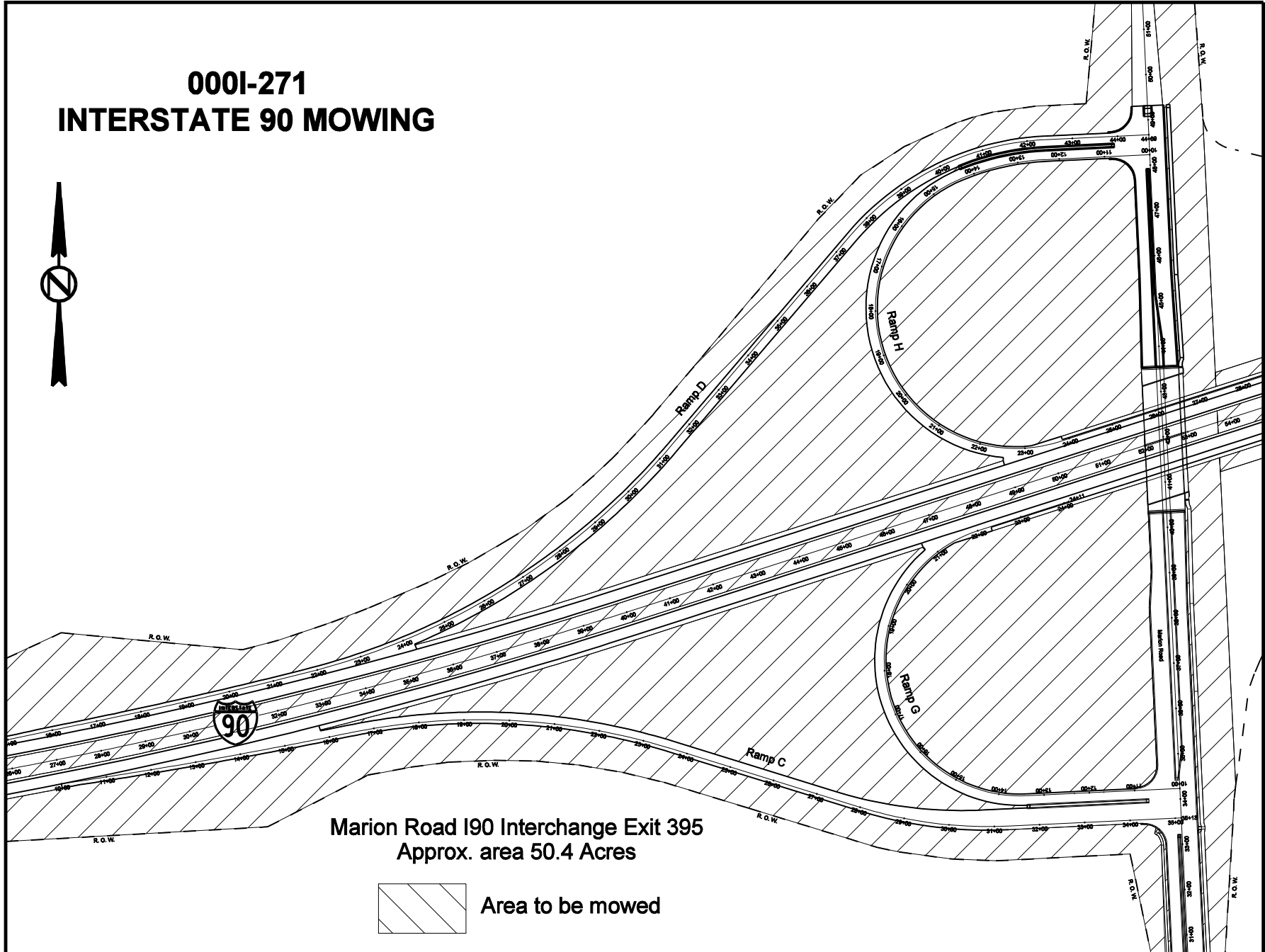
Area to be mowed

0001-271
MINNEHAHA & LINCOLN COUNTIES

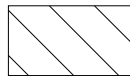
000I-271 INTERSTATE 90 MOWING



Sheet 16 of 26



Marion Road I90 Interchange Exit 395
Approx. area 50.4 Acres



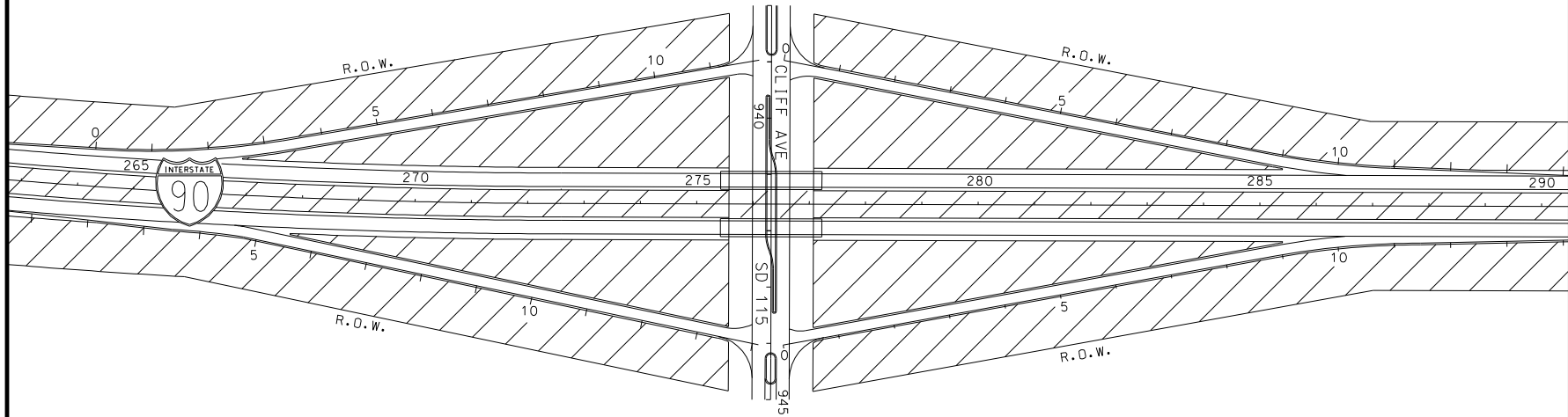
Area to be mowed

000I-271
MINNEHAHA & LINCOLN COUNTIES

000I-271 INTERSTATE 90 MOWING



Sheet 17 of 26



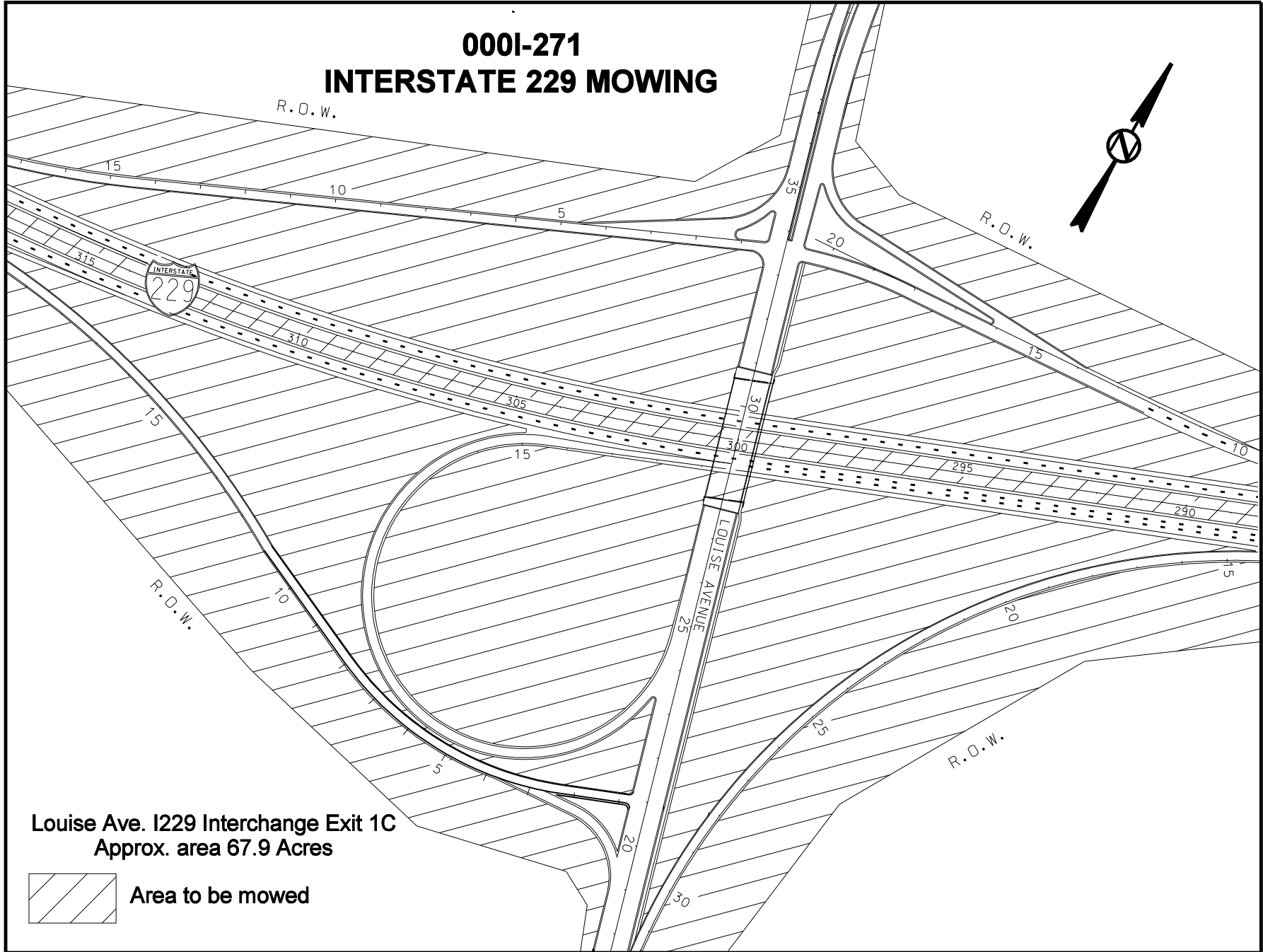
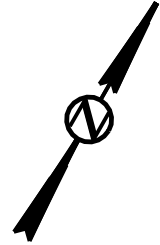
Cliff Ave. (SD 115) I90 Interchange Exit 399
Approx. area within ramps 6.1 Acres



Area to be mowed

000I-271
MINNEHAHA & LINCOLN COUNTIES

0001-271 INTERSTATE 229 MOWING



Sheet 18 of 26

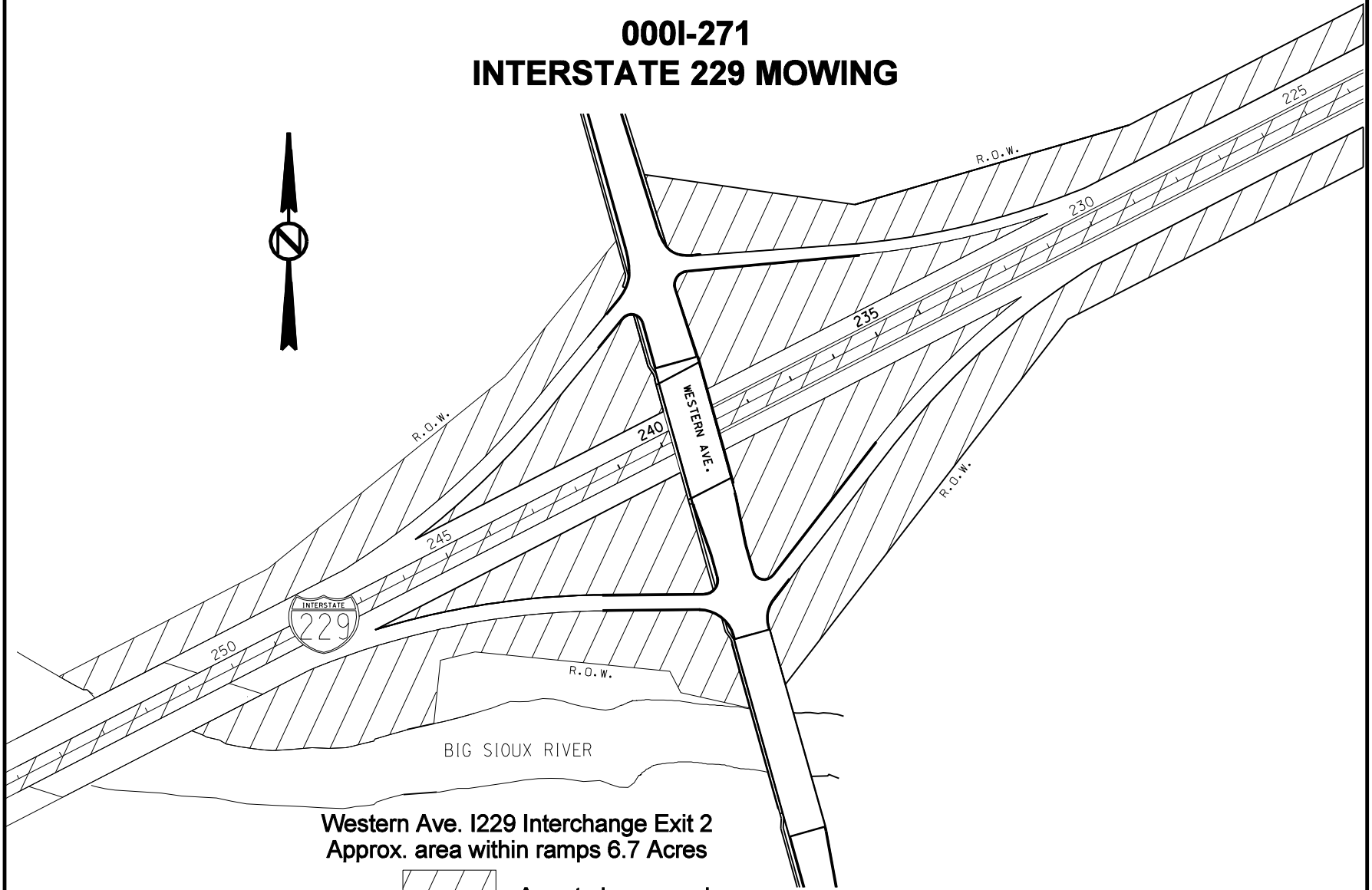
Louise Ave. I229 Interchange Exit 1C
Approx. area 67.9 Acres



Area to be mowed

0001-271
MINNEHAHA & LINCOLN COUNTIES

000I-271 INTERSTATE 229 MOWING



Western Ave. I229 Interchange Exit 2
Approx. area within ramps 6.7 Acres

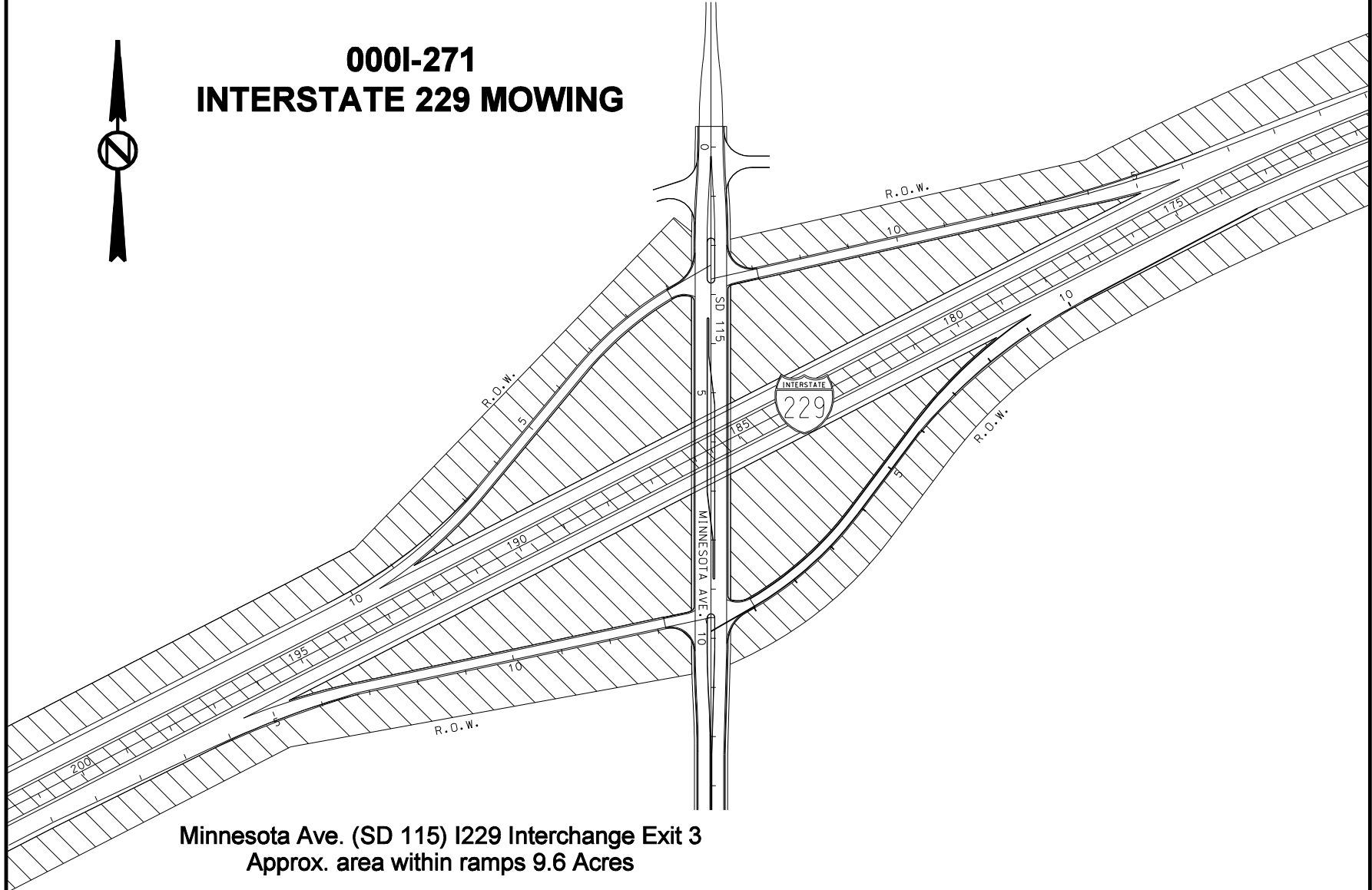


Area to be mowed

**000I-271
INTERSTATE 229 MOWING**



Sheet 20 of 26



**Minnesota Ave. (SD 115) I229 Interchange Exit 3
Approx. area within ramps 9.6 Acres**

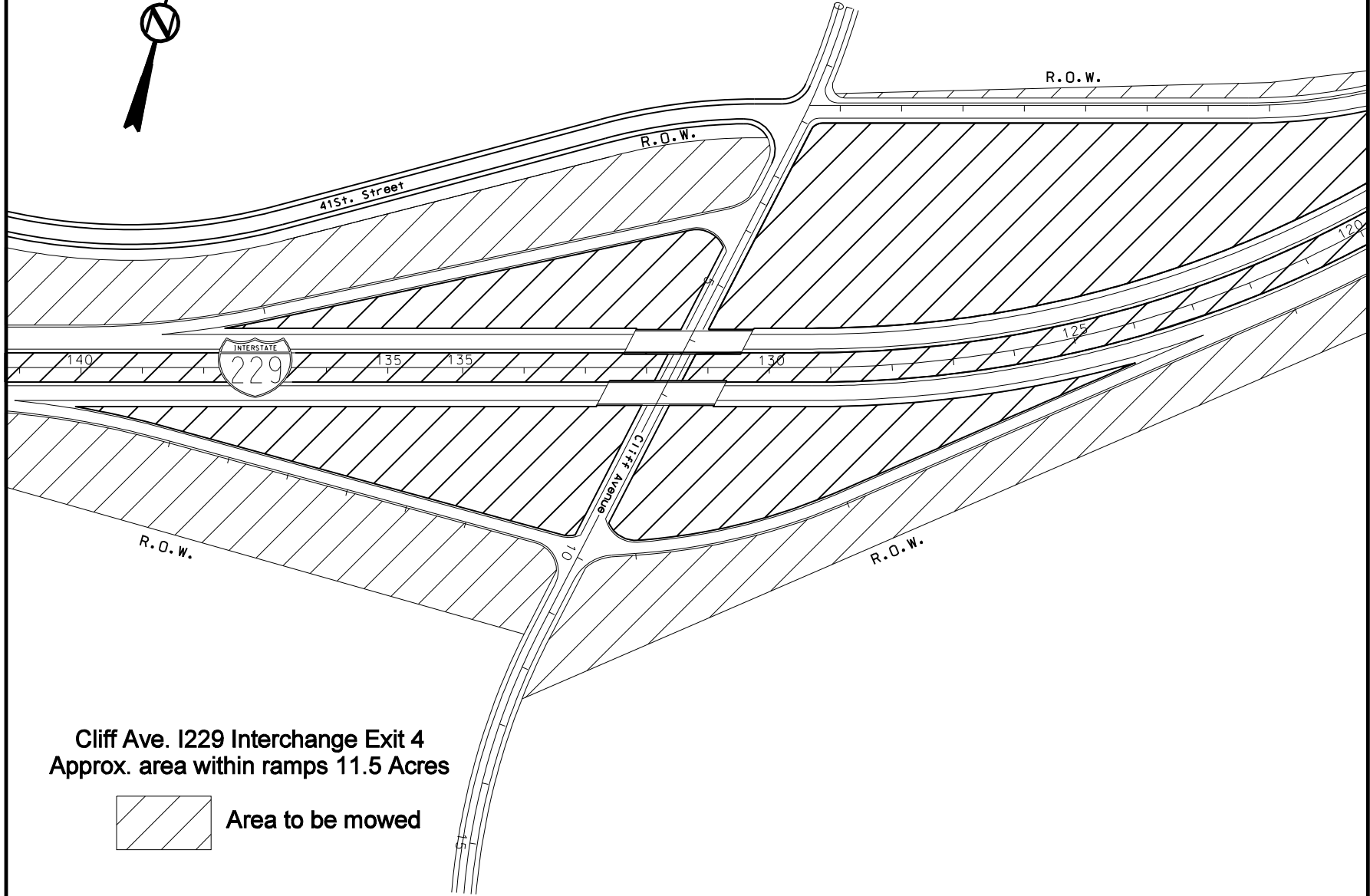
 **Area to be mowed**

000I-271
MINNEHAHA & LINCOLN COUNTIES

000I-271 INTERSTATE 229 MOWING



Sheet 21 of 26



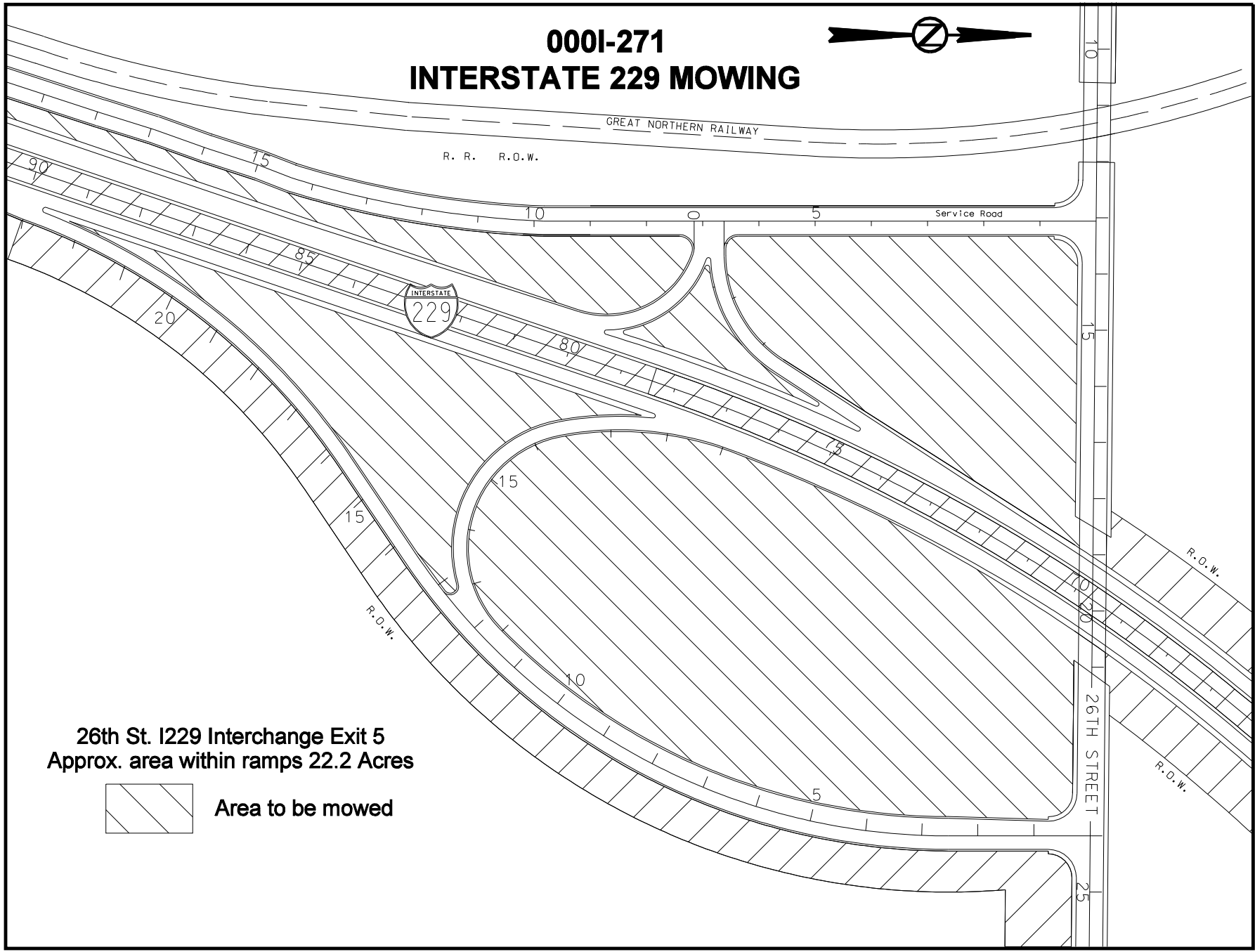
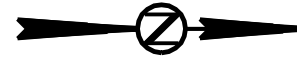
Cliff Ave. I229 Interchange Exit 4
Approx. area within ramps 11.5 Acres



Area to be mowed

000I-271
MINNEHAHA & LINCOLN COUNTIES

0001-271 INTERSTATE 229 MOWING



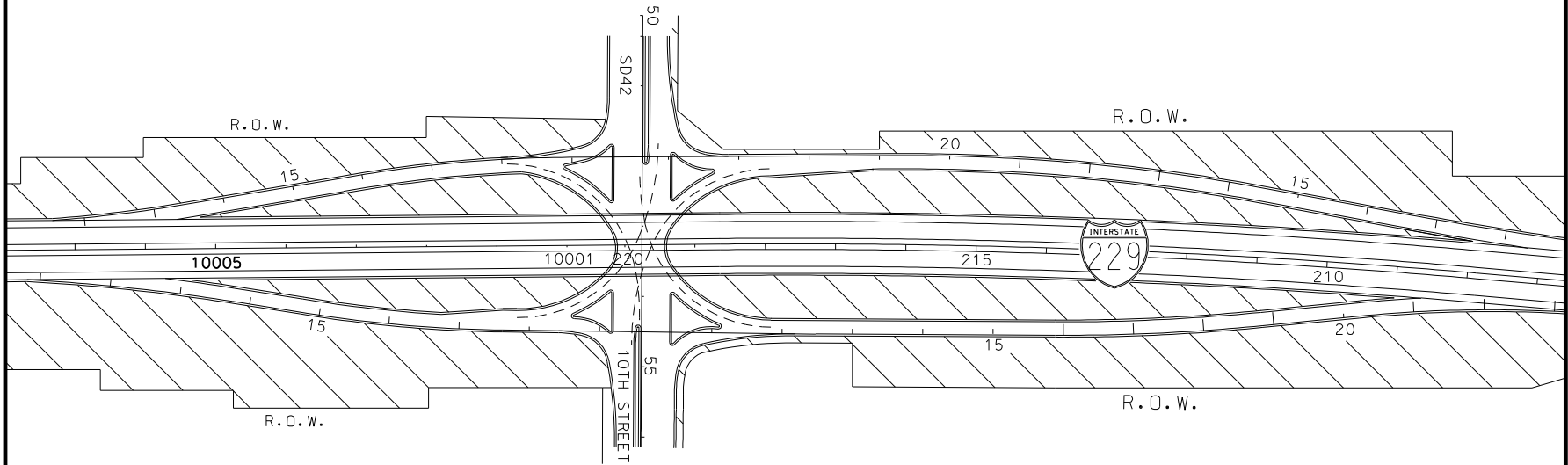
26th St. I229 Interchange Exit 5
Approx. area within ramps 22.2 Acres

 Area to be mowed

Sheet 22 of 26

0001-271
MINNEHAHA & LINCOLN COUNTIES

000I-271 INTERSTATE 229 MOWING



Sheet 23 of 26

000I-271
MINNEHAHA & LINCOLN COUNTIES

10th St. I229 Interchange Exit 6
Approx. area within ramps 3.0 Acres

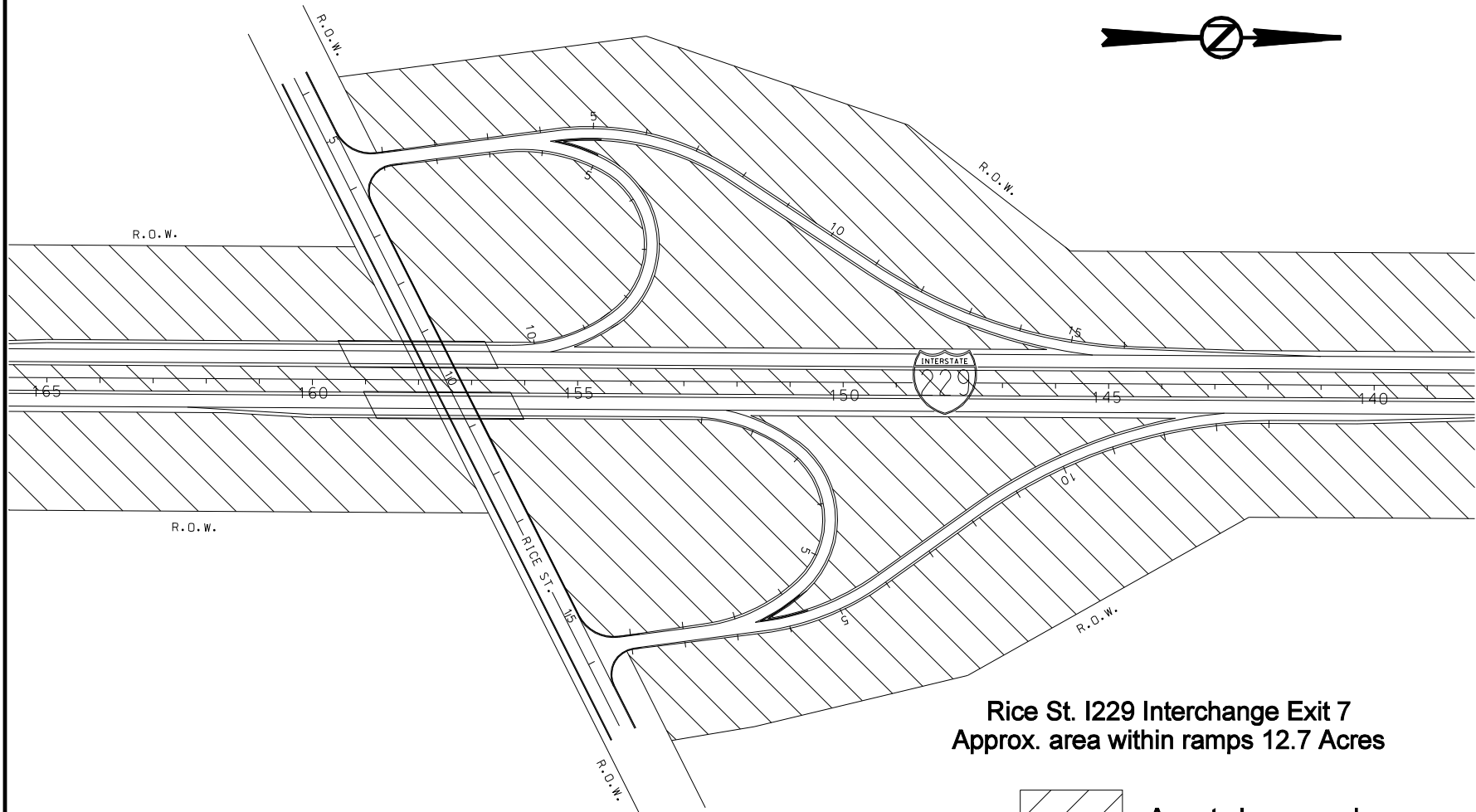


Area to be mowed

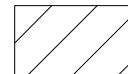
000I-271 INTERSTATE 229 MOWING



Sheet 24 of 26



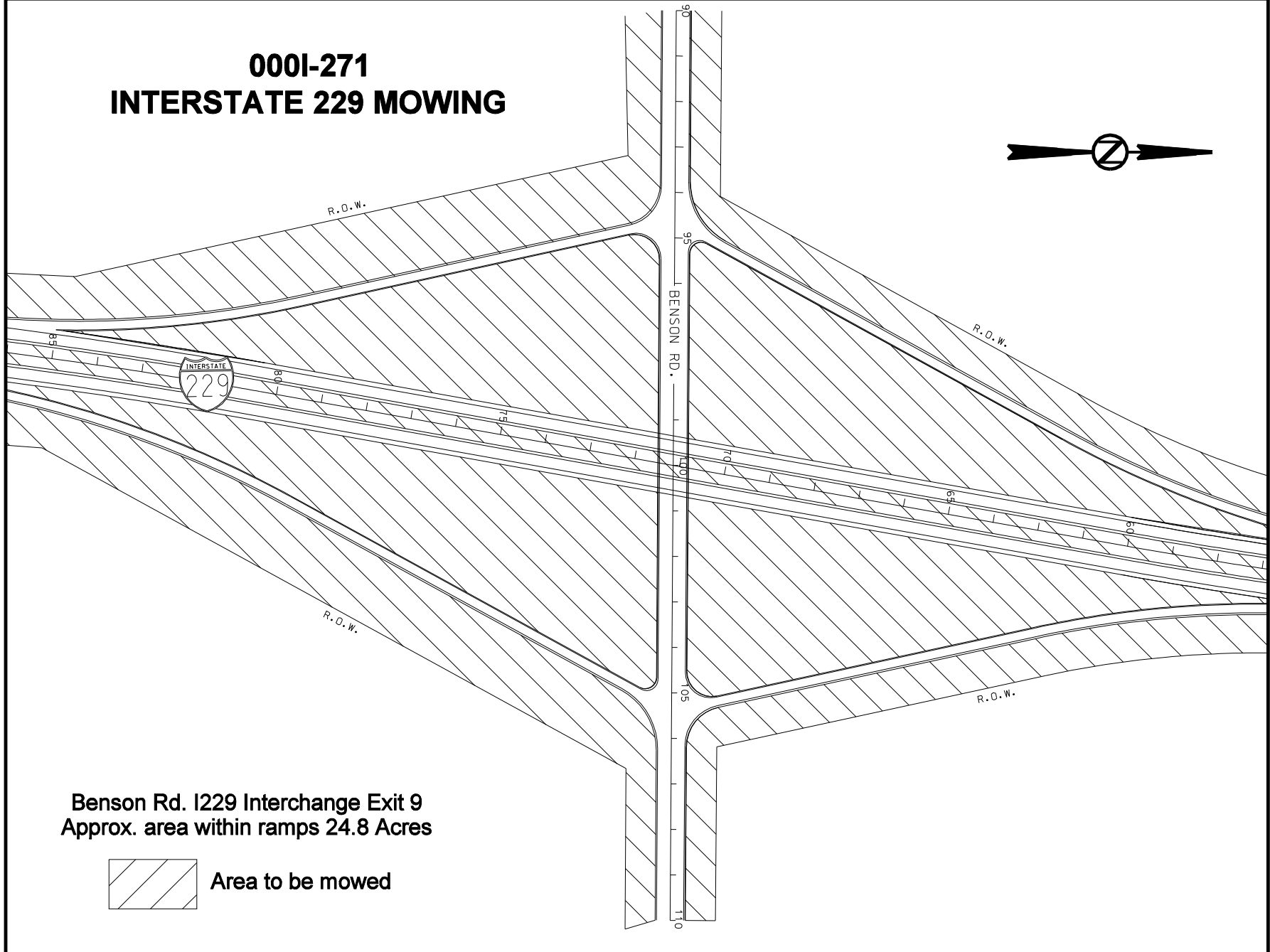
Rice St. I229 Interchange Exit 7
Approx. area within ramps 12.7 Acres



Area to be mowed

000I-271
MINNEHAHA & LINCOLN COUNTIES

000I-271 INTERSTATE 229 MOWING



Sheet 25 of 26

Benson Rd. I229 Interchange Exit 9
Approx. area within ramps 24.8 Acres

 Area to be mowed

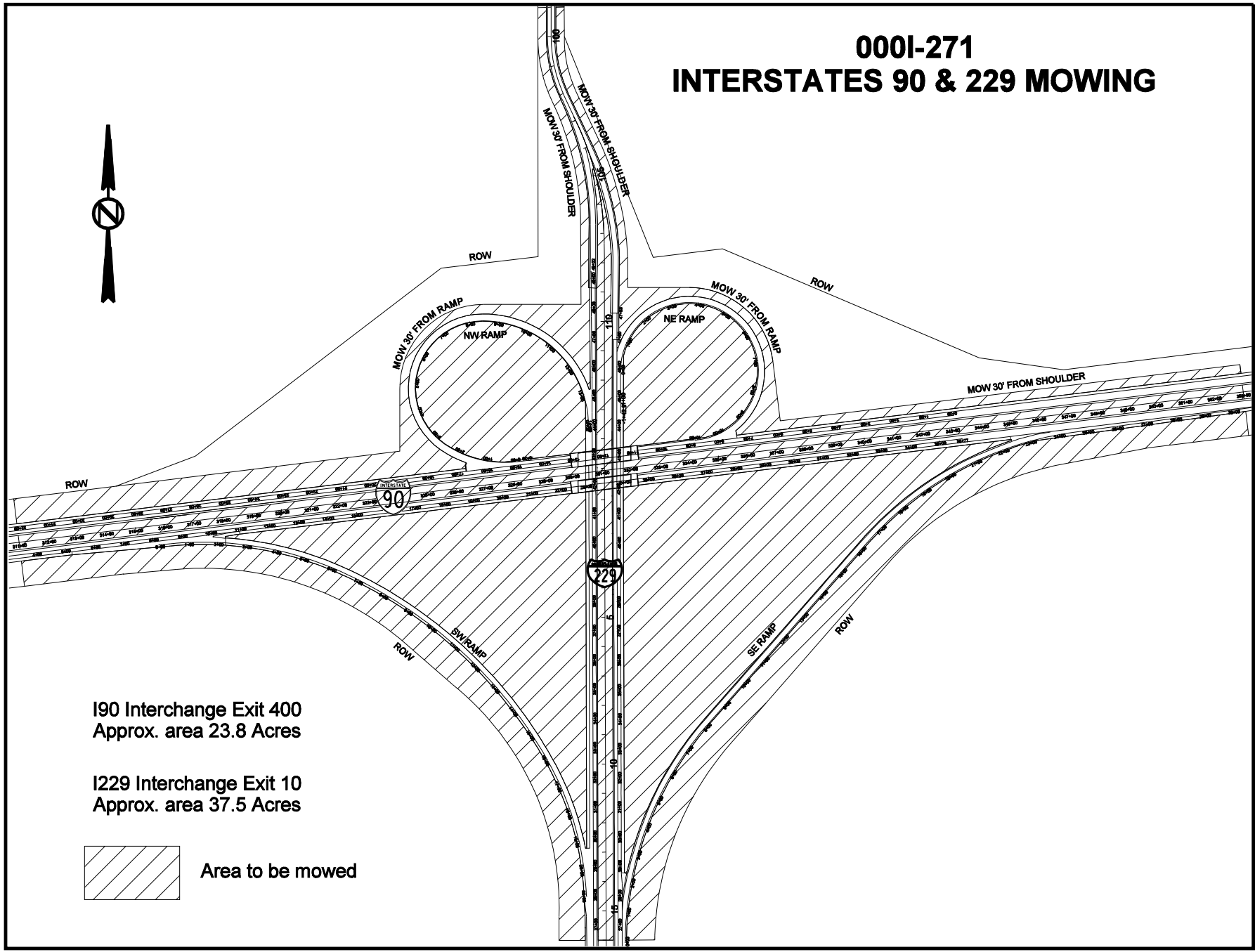
000I-271
MINNEHAHA & LINCOLN COUNTIES

000I-271 INTERSTATES 90 & 229 MOWING



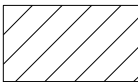
Sheet 26 of 26

000I-271
MINNEHAHA & LINCOLN COUNTIES



I90 Interchange Exit 400
Approx. area 23.8 Acres

I229 Interchange Exit 10
Approx. area 37.5 Acres



Area to be mowed