

Notice to Bidders

Minnehaha County Highway Department requests bids for project number "MC21-08, "Mowing and Trimming".

The project consists of mowing county owned rights-of-way as well as string-trimming around bridges and guardrail.

Sealed bids shall be received by Minnehaha County Auditor's Office, 415 N Dakota Avenue, Sioux Falls, SD 57104, not later than **10:15 a.m. Wednesday, March 24th, 2021. Bids shall be publicly opened and read at the Auditor's Office at 10:30am.**

Specifications and proposal forms that must be used are available at Minnehaha County Highway Department located at 2124 E 60th Street North, Sioux Falls, SD 57104. Bids submitted on forms other than the proposal supplied by the Minnehaha County Highway Department will be irregular and will not be considered.

Minnehaha County reserves the right to reject any or all bids, waive technicalities, and make award(s) as deemed to be in the best interest of the county.

Bennett Kyte, County Auditor

Published at the approximate cost of \$____.

Publish:

Argus Leader: March 8, 2021, and March 15, 2021

Brandon Valley Journal: March 10, 2021

Garretson Gazette: March 11, 2021

Minnehaha Messenger: March 12, 2021

Bidding Documents

Project # MC21-08

MOWING AND TRIMMING

Minnehaha County

Minnehaha County, South Dakota

Bid Date: March 24, 2021



Prepared by:
Minnehaha County Highway Department
2124 E 60th Street North
Sioux Falls, SD 57104

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Construction Instructions to Bidders

1. **Completing the Bid Form:** All bids must be made on the bid forms provided within this document, except the bidder may attach a substitute computer-generated proposal form. Information shall be typed or printed in ink. The preparer must initial erasures and/or corrections. Each bid must be signed in ink by the bidder or authorized officer.
2. **Use of Standard Specifications:** The South Dakota Department of Transportation's *Standard Specifications for Roads and Bridges* (current edition) and the current version of the South Dakota Department of Transportation Supplemental Specifications and Errata are hereby made a part of these specifications in their entirety unless otherwise revised, deleted, or supplemented herein. These documents are available for download: <http://sddot.com/business/contractors/Specs/default.aspx>.
3. **Price Discrepancies:** Any discrepancies between the bid unit price and extension shall be resolved in favor of the unit price. Incorrect extensions or totals will be corrected, and the corrected figures will be used in determining the low bidder.
4. **Firm Prices:** Unit prices awarded shall remain firm for the entire contract period.
5. **Quantities:** The quantity indicated for each item in the specifications is estimated only, and the County reserves the right to order less or more as dictated by actual needs.
6. **Excise Tax:** Construction services in South Dakota are subject to tax under SDCL 10-46A. Contractors shall include the applicable tax in their bid price for each item of work. Tax questions should be directed to the South Dakota Department of Revenue at 800-829-9188.
7. **Federal Tax ID Number:** Each bidder shall state its Federal Tax Identification Number on the line provided on the bid form.
8. **Bid Guaranty:** Each bid shall contain a certified check or a cashier's check, for five percent (5%) of the amount of the bid. Such check shall be certified or issued by either a state or a national bank and payable to Minnehaha County. In lieu of a check, a bid may contain a bid bond for ten percent (10%) of the amount of the bid. Such bond to be issued by a surety authorized to do business in this state, payable to Minnehaha County, as a guaranty that the bidder will enter into a contract with the purchasing agency. (SDCL 5-18B-2, 13-20-7.1)

Bid guaranties of unsuccessful bidders shall be returned within 30 calendar days of the bid opening. Bid guaranty of the successful bidder shall be retained until the contract is executed and a performance guaranty (if applicable) has been submitted.

If a successful bidder fails to enter into contract, the bid guaranty shall be forfeited to the County to compensate for administrative expenses of making a re-award or issuing a new request.

Notwithstanding the provisions of § 5-18B-2, the requirement of a bid bond, certified or cashier's check, cash, or other security **may** be waived by Minnehaha County if the bid submitted, including any alternates, does not exceed \$50,000.

No bid guaranty is required if the total bid price, including any alternates, is less than \$25,000 or if the bid is solely for the procurement of materials.

9. **Addenda:** The bidder shall acknowledge receipt of all addenda in the space provided in the bid proposal.
10. **Delivery of Proposals:** Each proposal shall be submitted in a sealed envelope with **Bid Proposal**, Project No., and "Due" date clearly printed on the front. When sent by mail, the sealed proposal shall be addressed as follows:

Due: March 24th, 2021

Minnehaha County Auditor's Office
415 N Dakota Avenue
Sioux Falls, SD 57104
Bid Documents Enclosed

Proposals shall be filed prior to the time and at the place specified by the Notice to Bidders. Proposals received after the time for opening of bids will be returned to the bidder unopened.

All sealed bids must be received by the Minnehaha County Auditor's Office, 415 N. Dakota Avenue, Sioux Falls, SD 57104, no **later than 10:15 a.m.** on the date of opening. Bids received after 10:15 a.m. or at a location other than the Minnehaha County Auditor's, will not be accepted. Bids will be publicly opened and read at the Auditor's Office at **10:30 a.m.** Bids delivered by Federal Express, U.S. Mail, etc., will be receipted as they arrive in the Auditor's Office. Except as otherwise provided by law, the record and each bid shall be open to public inspection. (SDCL 5-18A-5 (4))

11. **Withdrawal of Bids:** Any bid may be withdrawn by letter, in person or by electronic communications. Any bid may be modified by mail, FAX or electronic notice provided such notice is received no later than the time set for the opening of bids. The electronic notice or FAX cannot reveal the bid price but only the addition or subtraction to the bid price. An electronic notice or FAX may not be withdrawn after the opening of the bid and all FAX and electronic notices must be confirmed in writing before the awarding of the contract. (SDCL 5-18A-5 (6))
12. **Local Preference:** By virtue of statutory authority, preference will be given materials, products, and supplies found or produced within the state of South Dakota. Bidders resident in South Dakota shall be allowed a preference over the bid of any bidder from any other state enforcing or having a preference for resident bidders, equal to such preference.
13. **Bid Results:** Results of bid openings will be available at the Minnehaha County Highway Department following tabulation of the bids. A report on the bid opening will be presented by Minnehaha County Highway Department at the first subsequent Commission meeting. At that time,

(a) the contract may be awarded to the low bidder,

(b) the contract may be awarded to the low conforming bid, if the Minnehaha County Highway Department has determined that the low bid does not meet specifications, or

(c) the Commission may appoint a committee to review the bids.

In instance (b), the State's Attorney will review the bid documents to verify that the low bid does not meet specifications, and the items of nonconformance shall be detailed in the Commission meeting minutes.

After an award has been made and signed by the Commission, all bid proposals and related information will be on file at the Minnehaha County Auditor's Office for public review. Minnehaha County Auditor's Office will do all formal and informal notifications of bid awards.

14. **Method of Award:** This request will be evaluated and a contract award made to the lowest and responsible bidder deemed to be in the best interest of the County.

The County expressly reserves the right to waive technical irregularities in the bid or proposal of the lowest responsible bidder or offeror which irregularities do not alter the price, quality, or quantity of the services, or items of tangible personal property bid or offered. The County also expressly reserves the right to reject any and all bids if none received are satisfactory, or if it believes an agreement has been entered into by the bidders to prevent competition.

Alternates, if applicable, are prioritized and will be awarded in order as allowed by project budget. If Alternates are utilized, contract award will be made on lowest combined bid from a responsive and responsible bidder deemed to be in the best interest of the County.

If no firm and/or qualifying bids are received, the County may negotiate a contract for the best price. These negotiations will be documented within the Commission meeting minutes. (SDCL 5-18A-5 (9))

15. **Contract:** Within 30 days from the date of award, the successful bidder(s) shall enter into a contract by signature on separate contract documents which will be prepared by the County from information in this bid request and the successful bidder's response thereto. If any bidder fails to timely enter into the contract, the contract may be awarded to the next lowest bidder unless all bids or proposals are rejected. The defaulting bidder shall be responsible for the difference in price. (SDCL 5-18A-15)
16. **Recovery from Defaulting Bidder:** If any successful bidder fails to fulfill the conditions of an awarded contract, the County may proceed to recover from the defaulting party whatever damages may have been sustained as a result of the default. The County shall have all remedies provided in the contract and provided by law.
17. **Performance and Payment Bond:** The contractor must furnish a performance and payment bond in an amount equal to the contract price. This bond guarantees the faithful performance and the payment for labor and materials by the contractor. (SDCL 5-21-1, 13-20-7.1, 5-18A-36)

The requirement of a performance security **may** be waived by Minnehaha County when

the bid submitted does not exceed \$25,000. (SDCL 5-21-1.1)

18. **Questions:** Questions pertaining to this bid request shall be directed to:

Minnehaha County Highway Department
Attn: Jason McCubbin
2124 E 60th Street North
Sioux Falls, SD 57104
605-367-4316
jmccubbin@minnehahacounty.org

If the County deems it of general interest, the questions and answers shall be issued in a written addendum to each plan holder.

19. **Insurance:** The Contractor entering into any contract for services shall secure the insurance specified below and shall cause all its consultants/subcontractors to do likewise. All insurance shall be issued by an insurance company(s) acceptable to the County. The insurance specified in this policy directive may be in a policy or policies of insurance, primary or excess. Certificates of all required insurance shall be provided to the County upon execution of any agreement. Exceptions to this policy must be approved by the State's Attorney's Office.
- a. Workers' compensation. The policy shall provide the statutory limits required by South Dakota law. In addition, it shall provide Coverage B, Employer's Liability coverage of not less than \$1,000,000 each accident, \$1,000,000 disease-policy limits. The required limit may be met by excess liability (umbrella) coverage.
 - b. Commercial general liability. The policy shall provide occurrence form contractual, personal injury, bodily injury, and property damage liability coverage with limits of at least \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 aggregate products and completed operations. The required limit may include excess liability (umbrella) coverage. The policy shall name the County and its representatives as an additional insured. The insurance shall provide coverage on an "occurrence" basis "claims made. The policy shall be maintained for three years after completion of this contract.
 - c. Automobile liability. The policy shall cover all owned, non-owned, and hired automobiles, trucks, and trailers. The coverage shall be as broad as that found in the standard comprehensive automobile liability policy with limits of not less than \$1,000,000 combined single limit each occurrence. The required limit may include excess liability (umbrella) coverage.
 - d. The Contractor will provide the County with at least 30 days' written notice of an insurer's intent to cancel or not renew any of the insurance coverage. The Contractor agrees to hold the County harmless from any liability, including additional premium due because of the Contractor's failure to maintain the coverage limits required.
 - e. The County's acceptance of a certificate of insurance does not mean that the County assumes responsibility for its validity. Nor does it mean that the County represents that the coverage and limits required are adequate to protect the Contractor.

20. **Conflicting federal rules govern on subsidized projects:** The letting of any public contract in connection with funds that are granted or advanced by the United States of America shall be subject to the effect, if any, of related laws of said United States and valid rules and regulations of federal agencies in charge, or governing use and payment of such federal funds. Bid awards when federal funds are involved must be made to the lowest responsive and responsible bidder without regard to state preferential bid provisions.
21. **Brand Name or Equal:** Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term “or equal” if not inserted shall be implied. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design, and efficiency.

Requests for review of “or equal” articles or materials shall be submitted to the County in writing a minimum of seven calendar days prior to the bid opening for evaluation. The evaluation of bids and determination as to equality of the products shall be the responsibility of the County and will be based on information furnished by the bidder or identified in their bid, as well as other information reasonably available to the County.

If deemed equal, written notification and/or an addendum will be issued prior to bid opening and will be public. Any request for review made less than seven calendar days prior to the bid opening may not leave sufficient time for evaluation, and in such case bidders should assume the proposed article or material will not be allowed. In addition, bidders should not assume other articles or materials will be allowed or substituted by change order following the bid award.

22. **Builders Exchanges:** The contract documents are on file at the Sioux Falls Builders Exchange, Sioux Falls, SD, and the Plains Builders Exchange, Sioux Falls, SD.
23. **Disallowance of Noncomplying Bid or Offer, Contracts in Violation Void:** Any bidder or offerer who fails to comply with the provisions of SDCL 5-18A, 5-18B, 5-18C, and 5-18D, or who provides any false information in the submission of any bid or offer, is subject to having their bid or offer disallowed by the County. Any contract entered into in violation of SDCL 5-18A, 5-18B, and 5-18C is null and void.

PROPOSAL FORM

Project #: **MC21-08**
MOWING AND TRIMMING

Bid Date: **Wednesday, March 24th, 2021**

The undersigned being familiar with all the details, conditions, and requirements hereby proposes to furnish all labor, tools, materials, and equipment necessary to fully complete the work for Minnehaha County of South Dakota as advertised in accordance with the specifications therefore furnished by the County for the following price(s):

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
1	Mobilization	Lump Sum	1.00		
2	Mowing	Miles	1,025		

TOTAL BASE BID _____

Bid Alternate 1

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
3	Trimming	Feet	103,361		

+ TOTAL BID ALT 1 _____

= TOTAL GROSS BID _____

Bidders must include a unit price and total price for Bid Alternate 1 which is added to the Total Base Bid to equal the Total Gross Bid in the lines above. Bid Alternate 1 may or may not be awarded.

If there is a discrepancy between unit bid prices and extensions, the unit bid price shall govern. This request will be evaluated and a contract award made to the lowest bid from a responsive and responsible bidder deemed to be in the best interest of the County.

Time of Performance: The bidder will commence work under this contract and fully complete the project by **November 30, 2021**. Bidder further agrees to pay as liquidated damages the amount specified in Section 8.8 of the SDDOT Standard Specifications for Roads and Bridges (current edition), for each working day thereafter that the project remains uncompleted.

It is understood and agreed that the quantities of material to be furnished and work to be done may be varied on construction as may be deemed advisable by Minnehaha County. It is further understood and agreed that the County, at its option, may delete items from the contract.

The bid includes all local, state, and federal taxes that would affect the amount of the bid.

The undersigned acknowledges receipt of the following addenda to the plans and/or specifications (give number and date of each):

ADDENDUM NO. _____

DATED: _____

The undersigned submits herewith the bid security required by the Contract Documents. It is understood that the right is reserved by Minnehaha County reject any or all bids, and it is agreed that this bid may not be withdrawn during the period of days provided in the Contract Documents.

A computer prepared and printed proposal form Yes No is attached to this proposal form.

Respectfully submitted,

By _____

_____ Federal Tax I.D. Number

_____ Fuel Tax License Number
(Contracts including highway work only)

_____ Highway Contractor's License Number
(Contracts including highway work only)

_____ Excise Tax Number

_____ Sales Tax Number

OFFICIAL ADDRESS AND PHONE NUMBER:

_____ Address

_____ City, State, Zip

_____ Phone Number

_____ Fax

_____ Email Contact

CONTRACT

Project No. MC21-08

THIS AGREEMENT, made this ____ day of _____, 2021, by and between MINNEHAHA COUNTY of SOUTH DAKOTA, hereinafter called "COUNTY", and _____ hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned and the mutual covenants herein contained between the parties:

1. The CONTRACTOR will commence and complete the construction of the installation of Project Number **MC21-08 -- Mowing and Trimming** (the "PROJECT").
2. CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within four (4) calendar days after the NOTICE TO PROCEED and will complete the same by **November 30, 2021** as specified in the CONTRACT DOCUMENTS unless the period for completion is modified by a Construction Change Order.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for estimated sum of \$ _____ which is based on the estimated quantities and bid prices shown in the BID PROPOSAL FORM. Actual quantities will be used to determine final payment.
5. The term "CONTRACT DOCUMENTS" means and includes the following, which are attached hereto and incorporated by this reference as if set forth herein in full:
 - A. Bid Documents
 - B. Construction Plans
 - C. Standard Specifications
 - D. Special Provisions
 - E. Addenda
6. The COUNTY will pay to the CONTRACTOR upon such terms and conditions and in the manner and at such times as set forth in the GENERAL CONDITIONS such amounts as required by the CONTRACT DOCUMENTS.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
8. This CONTRACT nor any of its attachments incorporated herein, shall be assigned by the CONTRACTOR without the express written permission and agreement of COUNTY executed with the same formality as this Agreement or by Resolution of the Minnehaha County Commission.

9. Nonappropriation of Funds: In the event funds are not budgeted or appropriated for any fiscal year, purchase under this CONTRACT shall impose no obligation on COUNTY and shall become null and void except as to the purchases agreed upon for which funds have been appropriated or budgeted, and no right of action or damage shall accrue to the benefit of any bidder, contractor, their agents, successors or assigns, its successors or assignees, for any further payments or other performance under the contract.
10. CONTRACTOR agrees to indemnify and hold COUNTY, its officers, agents and employees, harmless from and defend against, any and all actions, suits, claims, liability, or damages, of any kind, arising from the services provided in this Agreement. Nothing herein requires CONTRACTOR to be responsible for or defend against claims or damages arising solely from acts or omissions of COUNTY, its officers, agents or employees.
11. CONTRACTOR shall comply with all applicable local, state and federal laws, rules and regulations.
12. CONTRACTOR acknowledges that CONTRACTOR shall pay the South Dakota Department of Labor and Regulation all contributions and interest due under the provisions of SDCL Ch. 61-5 on wages paid to individuals employed in the performance of this Contract.
13. Entire Agreement: The parties acknowledge that the terms of this Agreement including all attached and referenced CONTRACT DOCUMENTS constitute the full and final agreement of the parties hereto, superseding all prior negotiations and all prior or subsequent oral agreements. No statement, promises or inducements which are not contained in this Agreement shall be valid or binding. This Agreement may be amended only by written agreement and executed by each of the parties hereto.
14. Assignment. This Agreement shall not be assigned by either party without the prior written consent of the parties hereto and executed by each of the parties.
15. Governing Law. The parties agree and acknowledge that this Agreement shall be construed in accordance with the laws of the State of South Dakota. Venue shall be in a court of competent jurisdiction in Minnehaha County, South Dakota.
16. Termination: This CONTRACT may be terminated by COUNTY at any time for any reason. COUNTY may extend this CONTRACT as allowed by law, but in no event is COUNTY obligated to extend the CONTRACT. If termination results due to a default by CONTRACTOR, in addition to all other available remedies, any payments due to CONTRACTOR at the time of termination may be adjusted to cover any additional costs to COUNTY because of CONTRACTOR's default.
17. Time is of the essence of this Contract.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate each of which shall be deemed an original on the date first above written.

Minnehaha County:

Contractor:

SIGNATURE, TITLE

SIGNATURE, TITLE

DATE: _____

DATE: _____

ATTEST:

DEPUTY AUDITOR

SPECIAL PROVISIONS

DESCRIPTION OF WORK

The work shall consist of mowing grass and other vegetation within the right-of-way for all county highways. Each mile referenced herein for mowing includes both sides of the roadway. Each foot referenced herein for trimming is per lineal foot for each individual segment of guardrail and does not include both sides. See attached map.

Not included in the mowing are sections around guardrail, bridges, and areas where rip-rap exists next to the road.

Upon award of the contract, the successful bidder will be given a table of locations to be trimmed along with a more detailed map. The table shows actual distances measured in the field where trimming is to occur.

Payments will be made every two weeks. Payments per cycle shall not exceed plan quantities.

CONTRACT PERIOD

The Notice to Proceed is expected to be issued in May. The Completion Date is November 30, 2021.

EQUIPMENT

1. The mowing may be performed with tractor operated rotary, disc, flail or sickle mowers. Other types of cutting machines may be used but will require approval prior to use.
2. All mowers must be equipped with safety devices that minimize the potential for creating flying debris and causing damage. For example, chains around the mowing deck.
3. The mower/tractor shall be equipped with a flashing amber light mounted on the top of the tractor visible for 360 degrees around the unit. 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 vehicle emblem (shown at right) will be required to be mounted on the mowing unit visible from the rear. This item shall be reflective and measuring no less than 9 inches by 9 inches.
5. Mowing equipment shall be kept in good operating condition at all times and produce a clean, sharp cut of vegetation.
6. The County neither warrants nor implies any guarantee that the right-of-way is free of debris that may be damaging to mowing equipment. The Contractor shall hold the County harmless in the event that such items are encountered while mowing.



MOWING REQUIREMENTS

1. The start of mowing operations will be determined by the County. Mowing will not begin until the vegetation reaches an average height of 12 inches. Mowing cycle is defined as all tractor mowing. See Bid Alternate 1 for Trimming.
2. The Contractor shall begin mowing operations within four (4) days after receiving the Notice to Proceed.
3. Each mowing cycle (first, second & third) will consist of all areas within the County's jurisdictional right-of-way (see map). If jurisdiction is unknown, the Contractor shall contact the County for verification.
4. Mowing equipment is allowed on the driving lanes and/or shoulders as necessary to achieve mowing operations described herein. Mowing equipment should always yield to traffic.
5. Mowing operations shall not cause harm to the pavement, pavement shoulders, gravel shoulders, in-slopes and ditch bottoms, established turf, fences, guardrail, mailboxes, signs and sign posts, delineators, etc. If such harm occurs, the County shall be informed immediately.
6. When conditions are too wet such that grass cannot be cut effectively and/or the tractor or mowing unit is creating ruts (depressions > 2 inches) on the shoulder or within the in-slope, mowing shall stop until such time that effective cutting can occur without causing the formation of ruts.
7. After mowing has started, the Contractor will be required to complete each mowing cycle within 30 calendar days unless otherwise extended by the County. Failure to complete a mowing cycle within the specified timeframe will result in liquidated damages being assessed in accordance with SDDOT Standard Specifications for Roads and Bridges as applied to the Total Base Bid.
8. Unless otherwise directed by the County, and based on previous mowing seasons, mowing of the Project will be performed three times between May and October 25.
 - a. The first mowing cycle is expected to begin between May 1 and May 15.
 - b. The second mowing cycle shall begin no later than July 13th.
 - c. The third mowing cycle shall begin no later than September 7th.

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 cycle may be eliminated (partially or in full).

In the event that growing conditions are very good and previously mowed areas begin to exceed an average height over 30 inches, the mowing schedule may be adjusted and/or a fourth mowing cycle may be added (partially or in full).

At no time shall any grass or other vegetation located within the areas to be mowed as defined in part 10.a be allowed to grow taller than an *average* height of 30 inches.

9. Vegetation shall be mowed to a height of 3 to 5 inches above ground.

10. Mowing shall be conducted as follows:

- a. All grass and vegetation located within **8 feet of the edge of roadway** (outside edge of gravel or paved shoulder, whichever defines the top of the in-slope), or to the toe of the in-slope, whichever is encountered first. Except the following areas where steeper in-slopes are known to exist which requires that all grass and vegetation located within **6 feet of the edge of roadway** or to the toe of the in-slope, whichever is encountered first, be mowed:

- HWY 104 (9 miles – Dell Rapids, east to HWY 109)
- HWY 103 (9 miles)
- HWY 109 (2 miles)
- HWY 111 (2 miles) Total = 22 centerline miles

- b. **Exclude** areas around bridges to within 4 feet of bridge end, guardrail, or bridge rail.

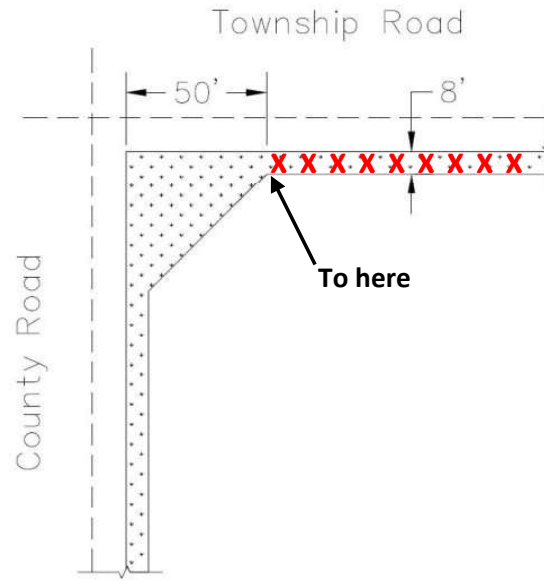
There are 81 structures on the paved county highway system with an average length of 102 feet. When adding approach/departure rail, it has been measured that **approximately 3.17 centerline miles of roadway will not be mowed around bridges and their attached guardrails per cycle.**

- c. **Exclude** areas along other guardrail to within 4 feet not associated with structures (W-beam, low-tension cable, and high-tension cable). It has been measured that **approximately 2.36 centerline miles of roadway will not be mowed around normal guardrail per cycle.**

- d. **Exclude** areas that have rip-rap located on the in-slope. It is estimated that 1.73 miles of rip-rapped in-slopes will not be mowed. This may or may not include both sides; however, this amount is included in the quantity to be paid for mowing.

All references to mowing length as contained herein reflect centerline miles on both sides of the road. ***See Bid Alternate 1 for trimming of areas as listed in b-c above.***

11. At intersections with township roads, mow as much of the ditch area located within county jurisdiction as possible, which includes all areas at a slope of 4:1 (H:V) or flatter. The hatched area shown in the figure below illustrates the general area to be mowed at intersections with township roads in order to maintain safe sight lines.



12. Any mowing of crops is strictly forbidden.
13. The Contractor will confine all operations to daylight hours with no work performed on National Holidays unless authorized by the County.
14. The Contractor shall generate, keep, and maintain daily logs of times, dates, locations, and distances mowed on a daily basis. Said logs shall be provided to the County weekly and are due by 8:00 am on Monday mornings. In addition, contractor shall contact the County daily by 8:00 am when work is being performed to inform the County where mowing is to occur that day.
15. All mowed areas shall be left in a neat appearing condition upon completion of the mowing.
16. Baling of mowed vegetation, or cutting for hay is allowed. At no time shall any size of bale be placed within 14 feet of white shoulder edge-line of roadway or on the in-slope or at the ditch bottom. Vegetation cut for hay must be removed within 7 days after cutting.
 - a. Caution: The County uses a variety of herbicides and pesticides that may be harmful to animals. The County is not responsible for any harm or damage to people, animals, personal property, or land caused by the contractor's use of mowed grasses and vegetation associated with this contract.
17. Once mowing operations begin, the Contractor shall work closely with the Weed and Pest Supervisor, Jason McCubbin, who will be receiving all reporting as well as processing contractor payments. Mr. McCubbin will also be coordinating weed spraying efforts. Any area receiving a herbicide treatment shall not be mowed within 72 hours after applying.

Jason McCubbin, Weed and Pest Supervisor
 Office: 605-367-4316
 Email: jmccubbin@minnehahacounty.org

BID ALERNATE 1 - TRIMMING consists of trimming those areas excluded from mowing as listed above and described under the sections above for Mowing-10b and 10c above by use of a motorized string trimmer, or similar device. The rip-rap areas contained above as part 10d are not to be trimmed or mowed. All references as contained herein regarding trimming are per lineal foot of the highway and measured as individual segments.

One round of Trimming includes trimming grass and vegetation at ***all*** areas listed below which includes 81 structures and associated approach rail (6a) and normal roadway guardrail locations (6b) – of which, there are 47 individual segments.

Areas where riprap is located adjacent to the roadway will not be mowed or trimmed because they will be treated with herbicides by the Highway Department and are not part of the Base Bid or Bid Alternate 1.

The total bid for Trimming includes completing two rounds.

The Contractor should be advised that when trimming near structures and guardrail, steep slopes may be encountered that are difficult to traverse.

TRIMMING REQUIREMENTS

1. After trimming operations begin, the Contractor will be required to complete all areas within 30 calendar days, unless otherwise extended by the County. Failure to complete a trimming cycle within the specified timeframe will result in liquidated damages being assessed in accordance with SDDOT Standard Specifications for Roads and Bridges as applied to Bid Alternate 1-Trimming.
2. Unless otherwise directed by the County, county-wide trimming will be performed two times.
 - a. The first trimming cycle shall begin no sooner than June 1 and be complete by July 10.
 - b. The second trimming cycle shall begin no sooner than September 14 and be complete by November 9.
3. Contractor shall work closely with Jason McCubbin, County Weed and Pest Supervisor, so he can coordinate weed spraying operations. No trimming shall occur within 72 hours after herbicide has been applied.
4. Contractor shall not park equipment on roadway or shoulder or otherwise impede the flow of traffic while trimming.
5. Grass and vegetation shall be trimmed to 1 inches to 3 inches from the ground surface.
6. Trimming shall extend 6 feet horizontally (away from the edge of the road) and longitudinally (parallel to the road) from any bridge or guardrail end, which includes terminal end sections.
 - a. **Include** areas around bridges and attached guardrail (bridge approach rail). There are 81 structures on the paved county highway system. Most

have guardrail. A field survey of all bridges and associated guardrail indicates that the average length to be trimmed is 247 feet (includes a 6 foot buffer beginning and end) per side per bridge. Due to bridge lengths and approach/departure rail, it is has been measured that **approximately 26,613 feet need to be trimmed around bridges and attached guardrails** per cycle. This accounts for the lengths of bridges removed.

Trimming of approach rail is **not required** at the following 12 structures because approach rail does not exist:

- 50-327-180 50-192-040
- 50-330-066 50-219-015
- 50-330-086 50-144-020
- 50-219-060 50-137-040
- 50-319-060 50-101-080
- 50-230-141 50-124-080

Some trimming around the bridge ends may be required, depending on how tight the mowing operation can get to the bridge ends.

- b. **Include** areas behind other guardrail not associated with structures (W-beam, low-tension cable, and high-tension cable). There are 47 locations of individual guardrail segments averaging 521 feet each. It has been measured that **approximately 25,068** feet (includes 6 foot buffer at beginning and end) **need to be trimmed around normal guardrail** per cycle.

$$\text{Total length of trimming} = 26,613' + 25,068' = 51,681' \text{ per cycle}$$

- 7. The Contractor shall generate, keep, and maintain daily logs of times, dates, locations, and distances trimmed on a daily basis. List east side separately as payment is based on lineal feet per side and not based on centerline length.

Said logs shall be provided to the County weekly and are due by 8:00 am on Monday mornings. In addition, contractor shall contact the County daily by 8:00 am when work is being performed to inform the County where trimming is to occur that day.

Warranty for Construction Activity

1.0 REVEGETATION ACTIVITY

This warranty applies when remedy by the contractor is required due to negligent practices while mowing or trimming.

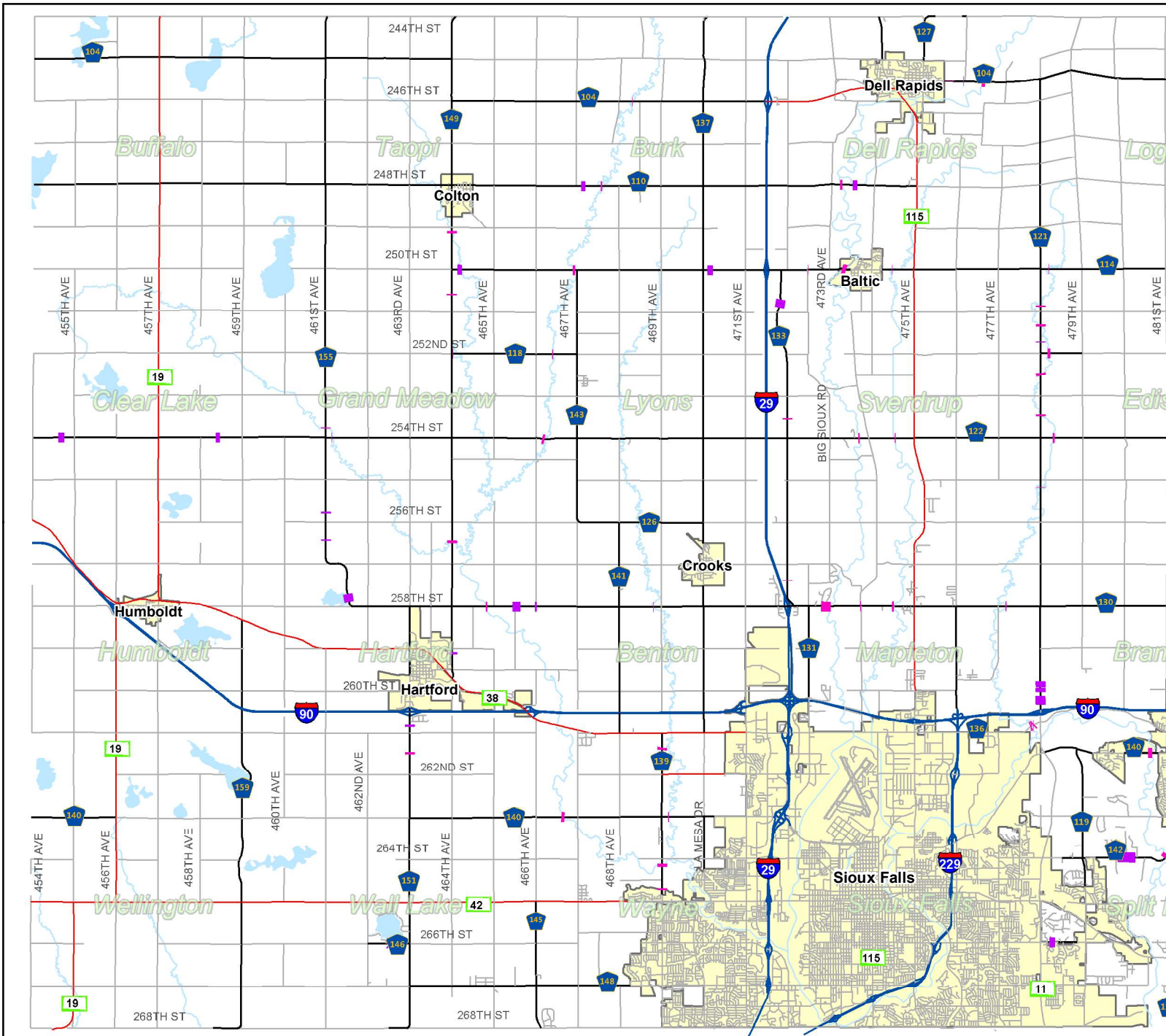
Vegetative cover shall include seeding, sodding, shrubbery, and trees.

The warranty for vegetative cover shall be as follows:

- A. Seeding and Sodding. The County shall do a final inspection on the vegetative cover once the conditions of the contract have been met to determine if a satisfactory vegetative cover has been established. If it is determined that a satisfactory vegetative cover has been established, the County will accept the work as complete.

If the contract calls for a disturbed area to be dormant seeded or dormant sodded or if an area cannot be revegetated due to late fall weather conditions, the County will conduct the final inspection in the spring to determine if the area has a satisfactory vegetative cover prior to acceptance

- B. Shrubby and trees shall be warranted for a period of one year from completion of the contract.



Guardrail Types

- Non Structure
- Structure

**MINNEHAHA COUNTY
Highway Guardrail Inventory**

Streets

- FEDERAL
- STATE
- COUNTY