

2024
MOWING, PROCESSING, AND REMOVAL OF HAY
FROM HIGHWAY 14/16

Bob Scott (print name), hereinafter called the Contractor, proposes and agrees to and with Pennington County, hereinafter called the County, to furnish the following: harvesting and baling of hay from or within the County highway right-of-way, as specified in the Haying Contract Conditions. The areas to be harvested are described below and shown on the attached map.

Highway 14/16, beginning at its intersection with West Gate Road in the SW 1/4 of Section 24, T2N, R8E, BHM, and proceeding east for approximately 2.5 miles, ending in the SW 1/4 of the SE 1/4, Section 20, T2N, R9E, BHM; and

Prior to starting the mowing operations, the Contractor shall deliver to the Highway Department proof of the liability insurance required as stated in the Haying Contract Conditions.

Bob Scott
Authorized Signature

Date: 5-31-21

22453 150th AVE
Box Elder, SD 57719
Address

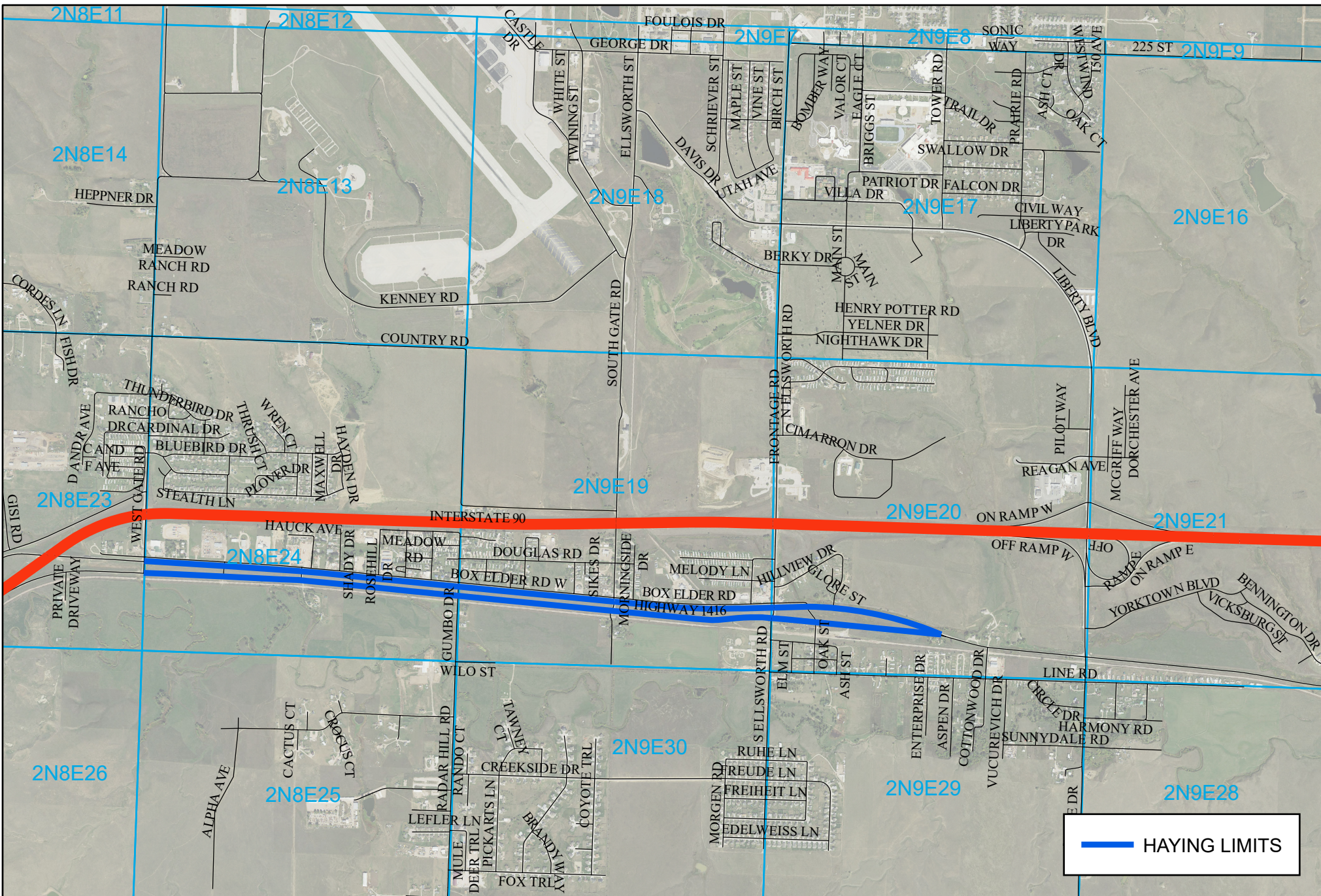
Telephone: 605-608-2774

Joseph Miller
Joseph Miller
Pennington County Highway Superintendent

Date: 6/5/2024

2024
HAYING CONTRACT CONDITIONS

1. This contract is for the harvesting of hay from within the County highway right-of-way. The area to be mowed will be the grassed area within the defined limits.
2. Mowing may begin as of the date the contract is approved by the County.
3. Mowing of the area contracted will be conducted such that the vegetation is not allowed to exceed 18 inches in height. Should the vegetation exceed the allowed height, the County reserves the right to have the area mowed with no recourse to the Contractor.
4. Mowing around signs, delineators, guardrails, improvements and appurtenances will be as close as possible.
5. All hay harvesting equipment working within the ROW will have a "slow moving vehicle" emblem attached to it. If equipment is to be left within the ROW overnight, it will be parked near the ROW fence line.
6. All equipment and vehicles associated with fulfilling the conditions of this contract are granted permission to use the crossovers and enter and exit the median from the traveled way. For safety purposes, all loading hay onto hauling units must be performed within the area in which it was processed. Movement of equipment in and out of the median will be kept to a minimum.
7. No stacks of bales or other processed hay are allowed to remain in the median. All hay will be removed within two weeks of being processed. If the hay is not removed within the allotted time, the County will remove, or cause to be removed, all processed hay left in the ROW and bill the Contractor for all expenses involved. Hay so removed by the County will be deemed abandoned and will become the property of the County.
8. The Contractor will be held responsible for any and all damage within the highway ROW caused during the haying operation.
9. The Contractor will be responsible for the equipment used within the ROW and will carry general liability insurance at a minimum of \$1,000,000 to cover any and all claims which may arise from the haying operation.
10. All work provided for in this contract will be performed during the daylight hours between sunrise and sunset.
11. All mowing and removal of hay will be done in a professional manner. The areas mowed will be left in a neat condition upon completion of the haying operation.
12. The County applies various herbicides within the ROW to control weeds. Hay removed from areas treated with certain herbicides can be toxic to animals. As a condition of this contract, it is the responsibility of the Contractor to contact the County's local Highway Superintendent prior to beginning any haying operation to determine what herbicides have been used. It is the Contractor's responsibility to determine if or when to remove any herbicide treated hay. The County is not liable for any incident arising from its use of herbicides.
13. The contract to harvest hay from the ROW will be construed as ordinary and necessary maintenance. The harvesting of hay for the ROW will be construed to be pursuant to this permit and its conditions.
14. The Contractor will agree to indemnify and hold the County, its officers and employees harmless from any claims or actions brought against the County by anyone, as a result of acts performed by the Contractor.



PENNINGTON COUNTY HIGHWAY DEPT.
 3601 CAMBELL STREET
 RAPID CITY, SD 57701
 (605) 394-2166

2024 HAYING LIMITS

DRAWN BY: CJB

5/16/2024

SCALE: 1 in = 0.4 miles

