

June 16, 2017

NOTICE TO CONTRACTORS

Sealed bids will be received by the **South Dakota Department of Transportation, P.O. Box 1970, Rapid City, SD, 57709-1970** or may be hand delivered to the Rapid City Regional Office located at 2300 Eglin Street in Rapid City until 1:00 pm, MT, Friday, June 30, 2017 for the following project:

<u>Proj. No.</u>	<u>County</u>	<u>Type of Work</u>	<u>Area Office</u>
000I-451, 000I-452, 000I-451 & 000I-452	Lawrence, Meade & Pennington	Contractor pickup of road kill animals and misc. debris on I90	Rapid City

AVAILABILITY OF PLANS AND PROPOSALS:

Specifications and proposal forms are available at the Rapid City Regional Office and at the following website:
<http://sddot.com/business/contractors/bid/region/default.aspx>

The DOT-123 form provided within the proposal document is for information only. Do not use for bidding purposes. Bids submitted on the enclosed DOT-123 form will be considered void and will not be accepted by the department. Please email the Rapid City Region office for the DOT-123 form that can be used for bidding purposes to the following:

John.Rehorst@state.sd.us and Michele.Gabert@state.sd.us

The email request for the DOT-123 form shall include the following information, so that the SDDOT can maintain a list of prospective bidders for this project and to maintain a contact list for future region lettings:

Contact Name
Company Name
Mailing Address
Phone Number

Addendums, if any, will be made available on-line at the above website, no later than 48 hours prior to opening bids. It will be the Contractor's responsibility to check for addendums prior to submitting bids.

CONTENT OF PROPOSALS:

Returned Proposals shall include the following items all signed in ink:

1. A notarized Contract Proposal (DOT-123). Non-signature items shall be typed or completed in ink.
2. Participation by Minority Contractors Form
3. Contractor's Affidavit/Declaration.
4. Fuel Adjustment Affidavit

Proposals shall be in sealed envelopes and clearly marked on the outside as to the content when delivered to the Regional Office by the time indicated for Opening. Proposals faxed to the office will not be accepted.

Bidders will be required to fill out the blank spaces in the proposal form correctly. The bidder must fill in a unit price for each bid item shown on the proposal form. Bidders will also be required to carry out extensions and determine the "Total or Gross Sum Bid" as indicated in the proposal. The total of any proposal, as determined by the bidder, will be used only for a comparison when bids are publicly opened and read, and any errors noted in extensions or totals will be corrected to determine the "Total or Gross Sum Bid" of any proposal.

Failure to properly carry out any of the above requirements is deemed as sufficient reason to reject any proposal.

BONDING & INSURANCE:

A **bid bond** will not be required.

A **performance bond** will not be required.

Unless the successful bidder already has a **Certificate of Insurance** on file in the Bid Letting Engineer's Office in Pierre, one must be furnished to the Region Office in Rapid City before work may begin.

PREQUALIFICATION:

Pursuant to South Dakota Administrative Rules 70:07:02, Classification and Bidding Capacity Rating for Highway Contracts, and Section 2.1 of the SDDOT Standard Specifications For Road and Bridges, all bidders on highway construction projects over \$200,000.00 shall be pre-qualified. Maintenance stockpile projects are excluded from this requirement. A bidder who is not pre-qualified may submit an experience questionnaire prior to or with the bid letting. Copies of the experience questionnaire may be obtained from any Region DOT Office or at the following web address:

<http://sddot.com/business/contractors/bid/regdocs/Experience%20Questionnaire.pdf>

Region personnel will determine from the questionnaire, if the low bidder is capable of performing the work intended. If it is determined that the low bidder does not have the capacity (experience or equipment) to complete this work, they will be determined to be non-responsive, and the bid awarded to the next responsive bidder.

MISCELLANEOUS:

Bidders on projects let through the informal process (being let using a DOT 123 contract form) are excluded from having to submit a request for Plans and Bid Proposal form as required in Standard Specification Section 2.3, showing the bidders status at the time as to their ability to handle the work for which they are submitting a bid. All other portions of Section 2.3 are to remain in effect.

Any person engaged in highway construction work in the State of South Dakota must obtain a motor fuel highway contractor tax license.

The Department of Transportation in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, national origin, sex, age or disability in consideration for an award.

The Contractor, by signing and submitting a bid or proposal, agrees to provide services in compliance with the Americans with Disabilities Act of 1990.

The Department of Transportation reserves the right to reject any and all bids.

DEPARTMENT OF TRANSPORTATION
Todd A. Seaman
Region Engineer

John Rehorst
Region Design Engineer

cc: S. Parmely	J. Humphrey	J. Hansen	File
M. Carlson	P. Knofczynski	S. Weisgram	
M. Stone	R. Zacher	T. Williams	
M. Reiss	K. VanDeWiele		

**SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION
CONTRACT PROPOSAL**

DOT-123
March 2017
1 of 2

CODE	PROJECT			MAINT UNIT	CONTROL REFERENCE	AFE	FUNCTION	BEGIN MRM	END MRM
	PRE	ROUTE	AGR						
		000I		451		I4VF	2329	0000	0444
		000I		452		I4VG	2329	0444	1303
		000I		451		I4VH	2329	0000	0444
		000I		452		I4VJ	2329	0444	1303

CITY AND/OR COUNTY: Lawrence, Meade & Pennington BUDGET SOURCE: FY2017 Cont. Maint.

REGION MATERIALS CERTIFICATION REQUIRED: YES NO
 CERTIFIED INSPECTORS/TESTERS REQUIRED: YES NO
 TO BE INSTALLED ON CM&P: YES NO

TYPE, PURPOSE AND LOCATION OF WORK: Contractor pick up of Road-Kill Deer/Antelope/Large Animals & pick up of Road-Kill Animals (Non-Deer/Antelope) and Miscellaneous Debris on Interstate 90 from MRM 0000 to MRM 1303 per attached specifications

ESTIMATE OF QUANTITIES AND COST

BID ITEM NUMBER	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000I-451 PCN No.: I4VF					
910E0405	Pick Up & Disposal of Road-Kill Deer/Antelope	Lump Sum	LS	Lump Sum	
910E0435	Pick Up & Disposal of Road-Kill Large Animals	Lump Sum	LS	Lump Sum	
000I-452 PCN No.: I4VG					
910E0405	Pick Up & Disposal of Road-Kill Deer/Antelope	Lump Sum	LS	Lump Sum	
910E0435	Pick UP & Disposal of Road-Kill Large Animals	Lump Sum	LS	Lump Sum	
000I-451 PCN No.: I4VH					
910E0420	Pick Up & Disposal of Road-kill Animals (Non-Deer/Antelope) and Misc. Debris	Lump Sum	LS	Lump Sum	
000I-452 PCN No.: I4VJ					
910E0420	Pick Up & Disposal of Road-kill Animals (Non-Deer/Antelops) and Misc. Debris	Lump Sum	LS	Lump Sum	
TOTAL					

CONTRACTOR'S PROPOSAL STATEMENT

The undersigned does hereby agree to furnish the labor and/or material in the quantities, at the unit price, for the purpose, in the place and in accordance with attached provisions upon approval of this Proposal by the State Transportation Commission. This document becomes the Contract when signed by the Contractor and a Department of Transportation Representative. The Contractor agrees to provide services in compliance with the Americans with Disabilities Act of 1990. The Contractor agrees to provide a certificate of insurance prior to commencing work, for liability coverage for the duration of the work as per the current edition of the SDDOT Standard Specifications for Roads and Bridges.

SUBSTANTIAL COMPLETION DATE N/A
 FIELD WORK COMPLETION DATE June 30, 2018
 SUBSCRIBED AND SWORN TO BEFORE ME THE
 _____ DAY OF _____, 20__

PROPOSED START DATE July 1, 2017
 SIGNATURE _____
 PRINTED NAME _____
 COMPANY _____
 STR. ADDRESS _____
 CITY, STATE, ZIP _____

NOTARY - My Commission Expires _____ (SEAL) FEDERAL TAX ID NUMBER _____

**SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION
CONTRACT PROPOSAL**

DOT-123
March 2017
2 of 2

CODE	PROJECT			MAINT UNIT	CONTROL		FUNCTION	BEGIN MRM	END MRM
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		000I		452		I4VJ	2329	0444	1303

TO BE FILLED OUT BY STATE PERSONNEL:

RECOMMENDED FOR APPROVAL:

CONSTRUCTION & MAINTENANCE ENGINEER

DATE

REGION ENGINEER

DATE

DIRECTOR OF OPERATIONS

DATE

APPROVED FOR THE TRANSPORTATION COMMISSION

NAME _____

TITLE _____

DATE _____

APPROVED as per Federal Highway Stewardship Provisions this _____ day of _____, 20__.

PROJECT DEVELOPMENT ENGINEER

This document is for
information only. Do not use
for bidding purposes.

ROAD-KILL ANIMAL AND DEBRIS PICK UP PROJECT SPECIFICATIONS

South Dakota Standard Specifications for Roads and Bridges, ~~2015~~²⁰⁰⁴ Edition and Required Provisions, Supplemental Specifications and Special Provisions as included in the Proposal will apply to this contract work.

The South Dakota Department of Transportation (SDDOT) and the South Dakota Department of Game, Fish, and Parks (SDGF&P), collectively referred to as the "State" require Road-Kill animals and debris promptly to be removed from the public highway right-of-way along Interstate 90 and disposed of properly.

A. The State will:

1. Compensate the Contractor monthly for each trip to remove dead animals (exclusive of Road-Kill Deer/Antelope) and pick up debris. The monthly payments will be an amount approximately equal to one-twelfth of the contractor's lump sum bid for this contract bid item. The first monthly pay estimate will be adjusted so the remaining eleven pay estimates result in a whole dollar amount. The Department of Transportation Office in Rapid City, SD will be the contact point for any payment question or problem. (605-394-2248)
2. Compensate the Contractor monthly for each trip to remove Road-Kill Deer/Antelope. The monthly payments will be an amount approximately equal to one-twelfth of the contractor's lump sum bid for this contract bid item. The first monthly pay estimate will be adjusted so the remaining eleven pay estimates result in a whole dollar payment.
3. Provide the Contractor with a supply of Road-Kill Deer/Antelope reporting forms, daily diary forms, and a GPS Unit.
4. Advise the Contractor of any Road-Kill animal that the SDGF&P wants to retrieve themselves for humanitarian, educational, or law enforcement purposes.
5. Provide to the Contractor two (2) magnetic signs to be displayed on the Contractor's vehicle during the dead animal and trash pickup trips. Upon completion of the contract and prior to final payment, the Contractor will return the signs and GPS unit to the SDDOT.

B. The Contractor will:

1. Conduct a complete round trip, approximately 261 miles, a minimum of twice per week (three times per week between October 15 to December 15 period) and pick up all debris within 10' of the shoulder (including the median), dead animals as described below, and Road-Kill Deer/Antelope within the project limits. Sequential trips will be no closer than three days and no further than four days apart, except during the October 15 to December 15 period when sequential trips will be no closer than two days and no farther than three days apart. The Contractor will notify the SDDOT Rapid City Area Office one working day prior to starting the pickup cycle. If the Contractor fails to conduct two complete round trips per week (three complete rounds trips per week for the October 15 to December 15 period), as specified in this Proposal, the Contractor will forfeit one-one hundred twelfth (1/112th) of the yearly contract amount per trip missed.
2. Dispose of each dead animal, Road-Kill Deer/Antelope, and any debris properly in accordance with all state laws, regulations, and county/city ordinances.
3. Pick up and properly dispose of all debris larger than 1 cubic foot, e.g. tires, wood, metal, or plastic items located within 10 feet of the outside shoulder of the highway on Interstate 90 within the project limits described below in paragraph B.5. The contractor will notify the SDDOT Rapid City Area Office, 605-394-2248, if unanticipated circumstances occur and inform the DOT of any debris items that are too large for the contractor to pick up. Debris that weighs in excess of 200

ROAD-KILL ANIMAL AND DEBRIS PICK UP PROJECT SPECIFICATIONS

lbs. should be referred to the SDDOT Highway Maintenance Supervisor for removal. (MP 0 to 44 – 347-3636; MP 44 to 130.3 – 394-1646)

4. Pick up and properly dispose of all visible dead animals, from the approximate size of a skunk and larger, and Road-Kill Deer/Antelope located within the public right-of-way on Interstate 90 within the project limits described below in paragraph B.5. The Contractor will notify the SDDOT Highway Maintenance Supervisor within 24 hours of the discovery of any unsafe circumstance at any road kill site that prevents the Contractor from accomplishing the road kill removal.
5. Provide services as defined and described in this contract along Interstate 90 Eastbound and Westbound lanes from Mile Post Number 0 (Wyoming Border) to 130.3 (Cactus Flats).
6. Dispatch a properly equipped Contractor truck with a qualified driver to make two round trips per week (three times per week for the October 15 to December 15 period), 52 weeks per year to pick up debris and dead animals. The Contractor will park the vehicle only on the shoulder of the roadway or on a field approach so as to keep all traffic lanes open. The Contractor's removal operation will not interfere with the normal flow of traffic.
7. Display two magnetic signs on the Contractor's vehicle during the dead animal and debris pickup trips. The Contractor will attach one sign on each side of the vehicle. The signs will be clearly visible at all times and indicate the purpose of the work. Upon completion of the contract and prior to final payment, the Contractor will return the signs to the SDDOT.
8. Maintain in good working condition a SDDOT approved revolving amber warning light to be operating whenever the Contractor's vehicle is stopped or travelling less than 40-mph within the project limits. The Contractor will place the amber light on the upper rear or cab of each vehicle used when picking up the dead animals or debris under this contract. The amber light is intended to promote safety while loading debris or dead animals or otherwise occupying the right-of-way in performing services under this contract. This light will be a minimum of 55-watt halogen bulb for the rotating light. A flashing type of warning light will not be permitted for this contract.
9. The Contractor's personnel will be required to wear a safety vest while working within the project limits. The safety vest(s) will meet or exceed the requirements as specified within the American National Standards Institute (ANSI), International Safety Equipment Association (ISEA) 107-1999 for Class 2 performance.
10. Complete a State furnished Road-Kill Deer/Antelope report form for each week, listing each deer/antelope collected and location by county and a daily diary indicating which area(s) of Highway are picked up. The Contractor will deliver the forms and diary at the end of each month to the South Dakota Department of Transportation, Rapid City Area Office, PO Box 1970, Rapid City SD 57709-1970. The Contractor must submit these forms prior to the SDDOT Rapid City Area Office processing the monthly billing for payment. The Contractor will provide GPS coordinates, in addition to mile reference markers, for locations on the Road-Kill Deer/Antelope report. The GPS unit will be provided by the SDDOT as indicated in paragraph A.3. above.
11. Provide a contact person and telephone number to the SDDOT Rapid City Area office upon contract award. This telephone must be equipped with a working answering machine or voice mail service. The Contractor will also: 1) provide an email address for receiving correspondence, or 2) in lieu of an email address, contact State Radio at 605-393-8121 prior to picking up a section of highway.
12. Indemnify the State and all its employees and agents from any and all claims, demands, actions or causes of action of whatsoever nature or character arising out of or by reasons of, the execution or performance of the work provided for under this contract, whether or not the Contractor is itself negligent or otherwise culpable, and further agrees to defend at the

ROAD-KILL ANIMAL AND DEBRIS PICK UP PROJECT SPECIFICATIONS

Contractor's own sole cost and expense any action or proceeding commenced for the purpose of asserting any claim of whatsoever nature or character arising under this contract whether or not the Contractor is itself negligent or otherwise culpable. This section does not require the Contractor to be responsible for or defend against claims or damages arising solely from the acts or omissions of the State, its officers or employees.

13. Purchase and maintain liability insurance for the duration of the contract to cover property damage or bodily injury damages imposed by law. This liability insurance is above and beyond normal liability insurance typically associated with homeowners, and automobile insurance. The bidder is strongly encouraged to contact insurance companies prior to submitting bids for this contract to obtain price quotes for this insurance. This liability insurance will be purchased from insurance companies authorized to do business in the State of South Dakota and will contain a minimum coverage amount of \$500,000.00. The insurance will cover all operations under the contract, whether performed by the Contractor or the Contractor's subcontractors.

Workers' Compensation Insurance will meet the requirements of the South Dakota Workers' Compensation Law.

Before commencing the work, the Contractor will furnish certificates of insurance, certifying that the policies will not be changed until 30 days' written notice has been given to the State. The certificates of insurance will provide evidence that sufficient liability insurance, with a minimum coverage amount of \$500,000.00 is carried to protect the public from bodily injuries or property damage liability sustained by reason of pursuing the contract work.

14. Make the Contractor's own arrangements for disposal of all debris.
15. While performing services under the contract, the Contractor is an independent contractor and not an officer, agent, or employee of the State.

Any employee of the Contractor engaged in the performance of services required under the contract will not be considered an employee of the State. No claim under the South Dakota Workers' Compensation Act on behalf of said employee or other person while so engaged and no claim made by any third party as a consequence of any act or omission of the part of the work or service provided or to be rendered under the contract by the Contractor will be the State's obligation or responsibility.

16. Agree the bid item "Pick Up and Disposal of Road-Kill Deer/Antelope" is a lump sum bid item and will include all costs to pick up and properly dispose of Road-Kill Deer/Antelope. For information, the average annual deer/antelope-kill for this highway section is twelve hundred animals per year. The actual number of deer/antelope picked up may vary from this estimate. The Contractor's bid submitted for the line item and accepted by the State will be final. The State will not negotiate for this bid item due to a larger or smaller number of deer/antelope actually picked up and disposed of over the contract period.
17. The Contractor may dispose of dead animals on private property if proper procedures are followed in accordance with all state laws, regulations, and county/city ordinances. Current regulations require that all dead animals be buried, burned, or sent to a rendering plant for disposal. The Contractor must contact the South Dakota Livestock Industry Board, at (605) 773-3321 for information pertaining to disposing dead animals on private property.
18. The Contractor may also dispose of dead animals at the following landfills:
 - Belle Fourche Landfill – Belle Fourche, SD
 - Rapid City Landfill – Rapid City, SD

ROAD-KILL ANIMAL AND DEBRIS PICK UP
PROJECT SPECIFICATIONS

19. Haul dead animals from the public right-of-way in a leak proof container or vehicle.
- C. The contract may be renewed annually by construction change order if all parties are in agreement.
- D. All costs pertaining to mobilization and excise tax will be incidental to the associated contract bid items.
- E. The SDDOT and the SDGF&P reserve the right to refuse any and all bids.
- F. This Agreement can be terminated upon thirty (30) days' written notice by either party. If the Contractor breaches any of the terms or conditions of the contract, the contract may be terminated by the State at any time with or without notice. If termination for such a default is effected by the State, any payments due to the Contractor at the time of termination may be adjusted to cover any additional costs to the State due to the Contractor's default. Upon termination, the State may take over the work and may award another party an agreement to complete the work under the contract. If after the State terminates for a default by the Contractor it is determined that the Contractor was not at fault, the Contractor will be paid for eligible services rendered and expenses incurred up to the date of termination.
- G. The contract will be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement will be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.