

## ROAD-KILL ANIMAL AND DEBRIS PICK UP PROJECT SPECIFICATIONS

South Dakota Standard Specifications for Roads and Bridges, 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 ( $1/112^{\text{th}}$ ) 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

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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

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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.

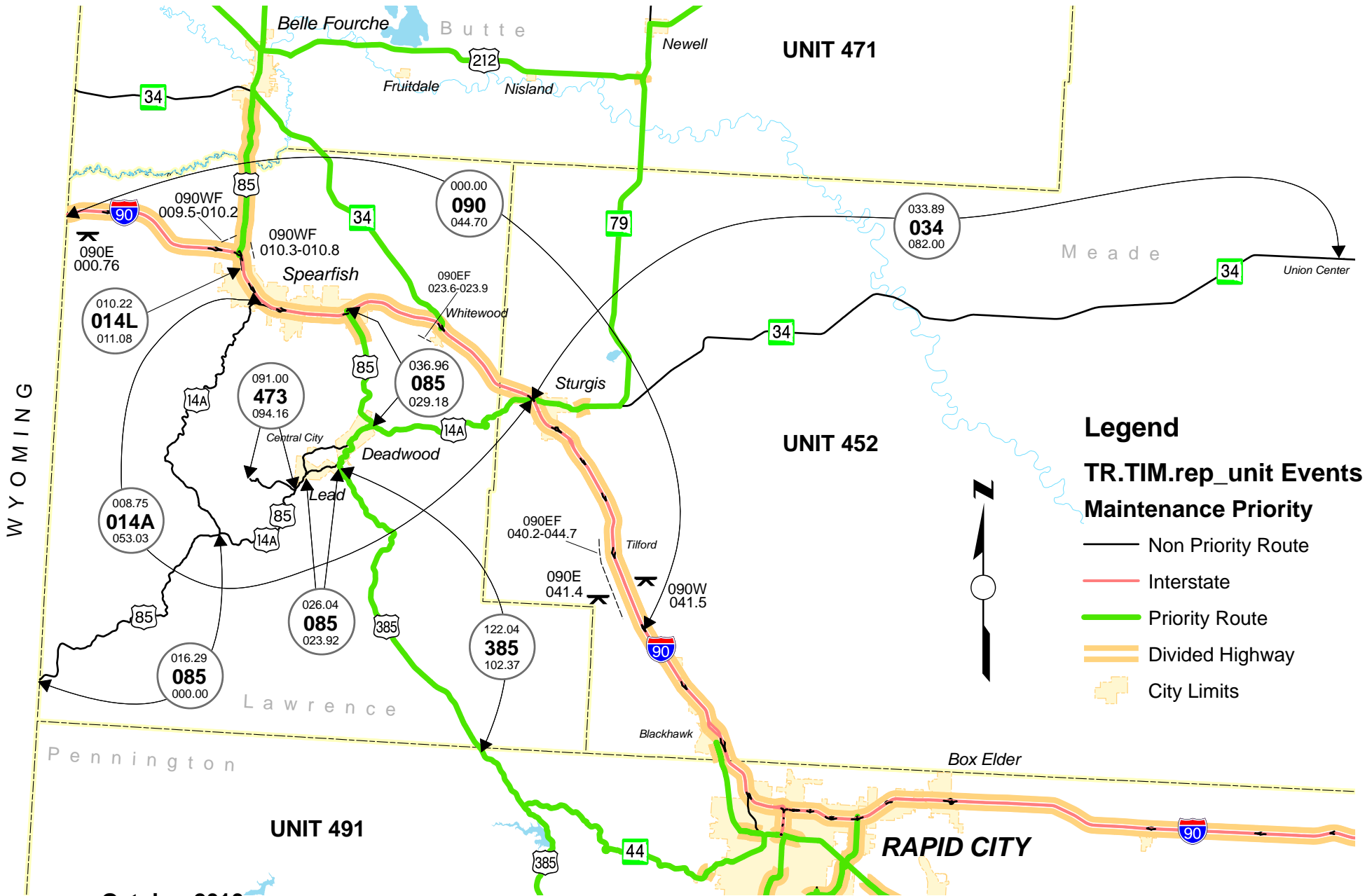
Any employee of the Contractor engaged in the performance of services required under the contract will not be considered an employee of the State. No claim under the South Dakota Workers' Compensation Act on behalf of said employee or other person while so engaged and no claim made by any third party 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

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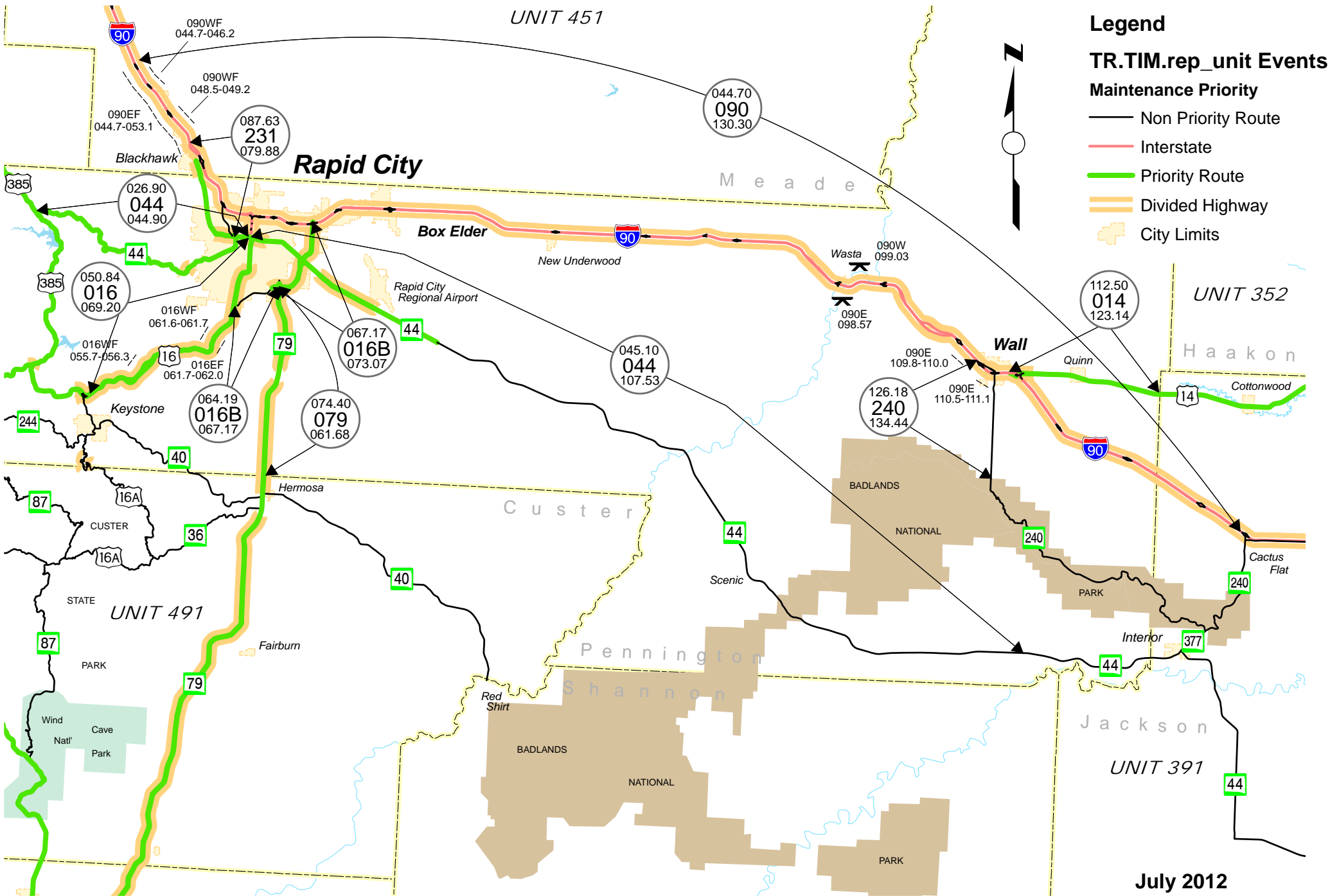
19. Haul dead animals from the public right-of-way in a leak proof container or vehicle.
- C. The contract may be renewed annually by construction change order if all parties are in agreement.
- D. All costs pertaining to mobilization and excise tax will be incidental to the associated contract bid items.
- 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.

# Rapid City Region Maintenance Unit 451



October 2010

# Rapid City Region Maintenance Unit 452



July 2012