



Department of Transportation

Pierre Region Office

104 S. Garfield

Pierre, South Dakota 57501-5405 605/773-3464

FAX: 605/773-6215

June 10, 2013

**RE: 000P-392, 000P-392, 000P-391, & 000P-391 PCN i2RX, i2UQ, i2RY & i2UR Todd, Mellette & Jones Counties
Pick Up of Road Killed Animals & Miscellaneous Debris along US 83 from MRM 0.00 to 67.81**

TO: INTERESTED BIDDERS

The South Dakota Department of Transportation (SDDOT), Pierre Region Office, 104 S. Garfield, Pierre, South Dakota 57501, desires to solicit bids for Pick Up of Road Killed Animals and Miscellaneous Debris along US 83 from MRM 0.00 (State Line) to 67.81 (Murdo). This project was previously let on May 29, 2013 and all bids were rejected.

Sealed bids for this work will be accepted until **2:00 P.M. (C.D.T.) on Tuesday, June 25, 2013**, and will be opened at that time in the Pierre Region Office. Bids **MUST** be received in an envelope with "Road Kill Animals & Misc. Debris Pick-up – US83" written on the outside.

There are no bonding requirements for this contract; however, a Certificate of Liability Insurance will be required of the successful bidder. Please refer to page 3, Note No. 14, in the Project Specifications.

The Department of Transportation 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 grounds of race, color, sex, religion or national origin in consideration of an award.

The Department of Transportation reserves the right to reject any and all bids. No faxed bids will be accepted.

The Bidder shall specify an amount for each bid item number or the bid will be rejected.

THE CONTRACTORS SIGNATURE ON THE DOT-123 FORMS MUST BE NOTARIZED TO CONSTITUTE A LEGAL BID.

If you have questions or need more information, please contact me at (605) 773-3464 or Doug Sherman, Winner Area Engineer, at (605) 842-0810.

DEPARTMENT OF TRANSPORTATION

John C. Forman, P.E.
Pierre Region Engineer

cc: J. Humphrey - Operations
K. Lewedag – Civil Rights
D. Sherman – Winner Area
Project File

**SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION
CONTRACT PROPOSAL**

DOT-123
(5/05)
1 of 1

CODE	PROJECT			MAINT UNIT	CONTROL REFERENCE	AFE	FUNCTION	BEGIN MRM	END MRM
	PRE	ROUTE	AGR						
		000P		392		i2rx	2329	0.00	55.62
		000P		392		i2UQ	2329	0.00	55.62
		000P		391		i2ry	2329	55.62	67.81
		000P		391		i2UR	2329	55.62	67.81

CITY AND/OR COUNTY: Todd, Mellette, & Jones **BUDGET SOURCE:** Fiscal Year 2014 Contract Maintenance DOT-GFP

FINALS ENGINEER REVIEW REQUIRED: YES NO
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 Animals and Miscellaneous Debris on US Highway 83 from MRM 0.00 to MRM 67.81 per attached specifications.

ESTIMATE OF QUANTITIES AND COST

BID ITEM NUMBER	ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
910E0405	Pick Up and Dispose of Road Kill Deer, State Highways (000P-392, PCN i2rx)	Lump Sum	LS	Lump Sum	
910E0420	Pick Up and Dispose of Road Kill Animals (Non-Deer) and Miscellaneous Debris, State Highways (000P-392, PCN i2UQ)	Lump Sum	LS	Lump Sum	
910E0405	Pick Up and Dispose of Road Kill Deer, State Highways (000P-391, PCN i2ry)	Lump Sum	LS	Lump Sum	
910E0420	Pick Up and Dispose of Road Kill Animals (Non-Deer) and Miscellaneous Debris, State Highways (000P-391, PCN i2UR)	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.

PROPOSED START DATE June 26, 2013 **OVERALL COMPLETION DATE** July 1, 2014

SUBSCRIBED AND SWORN TO BEFORE ME THE **SIGNATURE** _____
 _____ **DAY OF** _____, 20____ **COMPANY** _____
 _____ **ADDRESS** _____

NOTARY - My Commission Expires _____ **FEDERAL TAX ID NUMBER** _____

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

Road Kill Deer, Dead Animal, & Debris Pick Up – Project Specifications
Project Number 000P-392, 000P-392, 000P-391, & 000P-391
PCN i2rx, i2UQ, i2ry, & i2UR

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

The South Dakota Department of Transportation and the Department of Game, Fish, and Parks, hereafter referred to as the State require Road Kill animals and debris promptly to be removed from the public highway right-of-way along US Highway 83 and disposed of properly.

The State agrees to:

1. Compensate the Contractor monthly for each trip to remove dead animals (exclusive of Road Kill Deer) and pick up debris. The monthly payments will be an amount approximately equal to one-twelfth of the Contractor's lump sum bid for these contract bid items. The i2UQ bid item will compensate the Contractor for the portion of US Highway between MRM 0.0 to MRM 55.62 and the i2UR bid item will compensate the Contractor for the portion of US Highway between MRM 55.62 to MRM 67.81. The first monthly pay estimate will be adjusted so the remaining eleven pay estimates result in a whole dollar amount. The Department of Transportation Area Office in Winner, SD will be the contact point for any payment question or problem. (605-842-0810)
2. Compensate the Contractor monthly for each trip to remove Road Kill Deer. The monthly payments will be an amount approximately equal to one-twelfth of the Contractor's lump sum bid for these contract bid items. The i2rx bid item will compensate the Contractor for the portion of US Highway between MRM 0.0 to MRM 55.62 and the i2ry bid item will compensate the Contractor for the portion of US Highway between MRM 55.62 to MRM 67.81. 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 reporting forms.
4. Advise the Contractor of any Road Kill animal that the SD GF&P wants to retrieve themselves for humanitarian, educational, or law enforcement purposes.
5. The Winner Area Engineer will inform the successful bidder of any areas that will be exempted from road kill and debris pick up due to active construction projects. This information will detail the exemption limits from Mile Reference Marker to Mile Reference Marker and date to date that debris and road kill pick up will not be conducted.

The Contractor Agrees to:

1. Conduct a complete trip, approximately 68 miles, a minimum of once per week between the months of July 2013 through September 2013 and between the months of April 2014 through June 2014, and pick up all debris, dead animals as described below, and Road Kill Deer within the project limits. Sequential trips will be no closer than five days and no further than nine days apart. If the Contractor fails to conduct one complete weekly round trip, as specified in this proposal, the Contractor shall forfeit one fourth of the monthly payment per trip missed.

Road Kill Deer, Dead Animal, & Debris Pick Up – Project Specifications
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PCN i2rx, i2UQ, i2ry, & i2UR

The Contractor Agrees to: (Continued)

2. Conduct a complete trip, approximately 68 miles, a minimum of twice per week between the months of October 2013 through March 2014, and pick up all debris, dead animals as described below, and Road Kill Deer within the project limits. Sequential trips will be no closer than three days and no further than four days apart. If the Contractor fails to conduct two complete weekly round trips, as specified in this proposal, the Contractor shall forfeit one eighth of the monthly payment per trip missed.
3. Dispatch a properly equipped Contractor truck with qualified driver to make one complete trip per week, 26 weeks per year; and two complete trips per week, 26 weeks per year to pick up debris and dead animals. The Contractor shall park his vehicle in a manner to keep all traffic lanes open. The Contractor's removal operation shall not interfere with the normal flow of traffic.
4. Pick up and properly dispose of all visible dead animals, from the approximate size of a skunk and larger, and Road Kill Deer located within the public right-of-way on US Highway 83 within the project limits described below in (7). The Contractor will notify Gregg Ulmer, SDDOT Highway Maintenance Supervisor, (605) 842-5386, within 24 hours of the discovery of unsafe circumstances at any road kill site that prevents the Contractor from accomplishing the road kill removal.
5. Pick up and properly dispose of all debris larger than 1 cubic foot, e.g. tires, wood, metal or plastic items located within the public right-of-way on US Highway 83 within the project limits described below in (7). The Contractor will notify the South Dakota Department of Transportation Winner Area Office, 605-842-0810, 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 lbs. should be referred to Gregg Ulmer, SDDOT Highway Maintenance Supervisor, (605) 842-5386, for removal.
6. Dispose of each dead animal, Road Kill Deer, and any debris properly in accordance with all state laws, regulations, and county/city ordinances.
7. Provide services as defined and described in these contracts along US Highway 83 from Mile Post Number 0.00 (State Line) to Mile Post Number 55.62 (Mellette-Jones County Line), excluding the city of Mission and portion of US Highway 18 (MRM 21.6 to MRM 25.1) and city of White River (MRM 44.1 to MRM 45.1); and provide services from Mile Post 55.62 (Mellette-Jones County Line) to Mile Post Number 67.81 (Murdo).
8. Maintain a 360 degree, SAE J845, Class II or higher warning light to be operating whenever the contractor vehicle is stopped or travelling less than 40-mph within the project limits. This warning light will be located on the upper rear or cab of each vehicle used under this contract. The warning light will promote safety while loading debris or dead animals or otherwise occupying the right-of-way in performing services under this contract.

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The Contractor agrees to: (Continued)

9. Complete a State furnished Road Kill Deer report form for each week, listing each deer collected and location by County. The forms shall be delivered at the end of each month to the South Dakota Department of Transportation, Winner Area Office, PO Box 771, Winner SD 57580-0771. These forms must be submitted prior to the Winner Area Office processing the monthly billing for payment. The Contractor shall provide GPS coordinates to mark locations on the Road Kill Deer report. The cost of having and using the GPS unit will be incidental to the contract bid item "Pick Up and Dispose of Road Kill Deer, State Highways".
10. The Contractor's personnel shall be required to wear a safety vest while working within the project limits. The safety vest(s) shall 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.
11. Provide the name of the landfill which will be used to dispose of dead animals to the Winner Area Engineer at the preconstruction meeting.
12. Provide a name for a contact person, telephone number, and current email address to the Winner Area Office upon contract award. This telephone must be equipped with a working answering machine.
13. Indemnify, save and hold harmless, the Department 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 its 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.
14. 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, automobile, etc. 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 shall be purchased from insurance companies authorized to do business in the State of South Dakota and shall contain a minimum coverage amount of \$500,000.00. The insurance shall cover all operations under the Contract, whether performed by the Contractor or Subcontractors.
15. Worker's Compensation Insurance shall meet the requirements of the South Dakota Workmen's Compensation Law.

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The Contractor agrees to: (Continued)

16. Before commencing the work, the Contractor shall furnish certificates of insurance, certifying that the policies will not be changed until 30 days written notice has been given to the Department. The certificates of insurance shall 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.

The Contractor may perform work on the roadway during daylight hours only, unless additional hours are approved by the Engineer.

Debris consisting solely of tires may be dropped off at the South Dakota Department of Transportation Maintenance Shops located at Murdo, White River, Winner, and Mission. The Department of Transportation will arrange for the ultimate disposal of these tires. Bidders are advised to contact Gregg Ulmer at (605) 842-0810 or (605) 842-5386 for information pertaining to these sites. Maintenance Shops are closed on weekends year round and on Fridays from May 1 to October 15.

The Contractor is expected to make his own arrangements for disposal of all other debris not consisting of tires.

The bid item "Pick Up and Dispose of Road Kill Deer, State Highways" is a lump sum bid item and will include all costs to pick up and properly dispose of Road Kill Deer. The lump sum price for this contract will be based on an average annual deer/antelope-kill total of two hundred animals per year. The actual number of deer picked up may vary from this estimate. There will be **NO** negotiation for this bid item due to a larger or smaller number of deer actually picked up and disposed of over the contract period.

Dead animals may be disposed of on private property if proper procedures in accordance with all state laws, regulations, and county/city ordinances are followed. Current regulations require that all dead animals be buried, burned, or sent to a rendering plant for disposal. Bidders are to contact Dr. Susan Reenders, Livestock Industry Board, at (605) 773-3321 for information pertaining to disposing dead animals on private property.

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The following landfills have indicated a potential willingness to accept the dead animal carcasses; however, fees may apply and consent to accept the carcasses lies solely with the landfill, not the Department of Transportation. It is the responsibility of the bidder to verify with the landfills prior to bidding if they will still accept the carcasses and if fees will apply. Any such fee is to be incorporated into the lump sum bid amount and no extra payments will be made.

- Winner Landfill – Winner, SD – Contact Dennis Schroeder @ (605) 840-4429
- Tri-County Landfill – Pukwana, SD – Contact Larry McManus @ (605) 894-4535
- Valentine Sanitary Landfill – Valentine, NE – Contact Marvin Larabee @ (402) 376-2809

Dead animals must be hauled away from the public right-of-way in a leak proof container or vehicle.

All costs pertaining to mobilization and excise tax shall be incidental to the associated contract bid items.

The South Dakota Department of Transportation and the Department of Game, Fish, and Parks reserve the right to refuse any and all bids.

