

Department of Transportation  
Pierre Region Office  
104 S. Garfield, Building A  
Pierre, South Dakota 57501-5405 605/773-3464  
FAX: 605/773-6215

March 6, 2013

**RE: 000P-351 & 000N-351, PCN i2VX & i2VY  
Lyman, Stanley, Hughes, Hyde, Sully, and Potter Counties  
Pick up of Road Killed Deer on various State Highways in the Pierre Area**

**TO: INTERESTED BIDDERS**

The South Dakota Department of Transportation (SDDOT), Pierre Region Office – Bldg. A, 104 S. Garfield, Pierre, South Dakota 57501, desires to solicit bids for Pick Up of Road Killed Deer on:

US 14W from MRM 203.4 to MRM 228.35 (West of Ft. Pierre to East of Hayes)  
US 14E from MRM 228.35 to MRM 263.2 (8<sup>th</sup> street to Harrold)  
SD 34 from MRM 211.6 to MRM 257.0 (From Pierre to Jct. of SD34 and SD47)  
US 83S from MRM 87.2 to MRM 119.52 (From Ft. Pierre to I-90)  
US 83N from MRM 138.7 to MRM 191.2 (From Pierre to Jct. of US 83 & SD 20)  
SD 1804 from MRM 250.5 to MRM 303.3 (From Jct. of US 14 – N to Jct. at US 212)  
US 212 from MRM 208.1 to MRM 244.9 (Potter County)  
SD 1806 from MRM 138.5 to MRM 221.1 (Stanley/Lyman County)

Sealed bids for this work will be accepted until **2:00 p.m. (CDT) on March 26, 2013**, and will be opened at that time in the Pierre Region Office – Bldg. A. Bids **MUST** be received in an envelope with "Road Kill Deer – Pierre Area" written on the outside.

There are no bonding requirements for this contract; however, a Certificate of Commercial Liability Insurance will be required of the successful bidder. Please refer to page 2, note No.11 in the Project Specifications.

The Department of Transportation hereby notifies all bidders that it will affirmatively ensure 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 Contractor's signature on the DOT-123 form MUST be notarized to constitute a legal bid.**

If you have any questions regarding this contract, please contact Dean VanDeWiele, Pierre Area Engineer at (605) 773-5294.

Respectfully,  
Department of Transportation

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

**SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION  
CONTRACT PROPOSAL**

DOT-123  
(5/05)  
1 of 2

CODE	PROJECT			MAINT UNIT	CONTROL REFERENCE	AFE	FUNCTION	BEGIN MRM	END MRM
	PRE	ROUTE	AGR						
	M	14W		351	000P	I2VX	2329	203.4	228.4
	M	14E		351	000P	I2VX	2329	228.4	263.2
	M	34		351	000N	I2VY	2329	211.6	257.0
	M	083 S		351	000P	I2VX	2329	87.2	119.5
	M	083 N		351	000P	I2VX	2329	138.7	191.2
	M	1804		351	000N	I2VY	2329	250.5	303.3
	M	1806		351	000N	I2VY	2329	138.5	221.1
	M	212		351	000P	I2VX	2329	208.1	244.9

**CITY AND/OR COUNTY:** Lyman, Stanley, Hughes, Hyde, Sully & Potter

**BUDGET SOURCE:** CONT MAINT FY13 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 killed deer on various routes in Pierre Area as per attached specifications.

**ESTIMATE OF QUANTITIES AND COST**

BID ITEM NUMBER	ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
910E0400	Pick Up & Dispose of Road Kill Deer US14W, MRM 203.4 to 228.35	30	Each		
910E0400	Pick Up & Dispose of Road Kill Deer US14E, MRM 228.35 to 263.2 at Harrold, SD	90	Each		
910E0400	Pick Up & Dispose of Road Kill Deer SD34, MRM 211.6 to 257.0 or Jct w/47	40	Each		
910E0400	Pick Up & Dispose of Road Kill Deer US83S, MRM 87.2 to 119.52 Pierre to I-90	40	Each		
910E0400	Pick Up & Dispose of Road Kill Deer US83N, MRM 138.7 to 191.2 Pierre to SD20	80	Each		
910E0400	Pick Up & Dispose of Road Kill Deer SD1804, MRM 250.5 to 303.3 fm/14 to 212	40	Each		
910E0400	Pick Up & Dispose of Road Kill Deer US212, MRM 208.1 to 244.9 in Potter Co.	20	Each		
910E0400	Pick Up & Dispose of Road Kill Deer SD1806, MRM 138.5 to 221.1 in Stanley/Lyman Co.	50	Each		
<b>TOTAL</b>					

**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**      May 1, 2013

**OVERALL COMPLETION DATE**      June 30, 2014

**SUBSCRIBED AND SWORN TO BEFORE ME THE**  
 \_\_\_\_\_  
 DAY OF \_\_\_\_\_, 20\_\_\_\_

**SIGNATURE** \_\_\_\_\_  
**COMPANY** \_\_\_\_\_  
**ADDRESS** \_\_\_\_\_

**NOTARY - My Commission Expires** \_\_\_\_\_

**FEDERAL TAX ID NUMBER** \_\_\_\_\_

**SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION  
CONTRACT PROPOSAL**

DOT-123  
(5/05)  
2 of 2

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	M	212		351	000P	I2VX	2329	208.1	244.9

**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-Killed Deer Project Specifications

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The South Dakota Department of Transportation and the South Dakota Department of Game, Fish, and Parks, hereafter referred to as the STATE, are desirous of having road-killed deer promptly removed from the public right-of-way and disposed of properly.

The STATE agrees to:

1. The STATE will communicate the location of known road-killed deer, including the highway number, county, milepost (MRM); or an adequate description of the location from a known point.
2. Provide the State Highway Patrol, DOT vehicles, and Game, Fish, & Parks with highly visible, wire staff, plastic flags that will be used to mark road-killed deer locations. These flags are to mark locations of road-killed deer not easily seen.
3. Provide the Contractor with a supply of road-killed deer reporting forms, copy attached.
4. The STATE will compensate the Contractor monthly, at the contract unit price, for each deer picked up and disposed of properly. Any payment questions and problems should go to SDDOT Pierre Area Office at 104 S. Garfield Ave. Building A, Pierre, SD 57501 or (605) 773-5294.
5. The STATE will provide the Contractor with two magnetic signs to be used on the vehicle used to pick up deer. These signs to will read "Deer Disposal Contractor". The Contractor will return these signs to the STATE in good condition at the end of the contract. If the magnetic signs are damaged the Contractor will supply the STATE with replacement signs at no cost to the STATE.

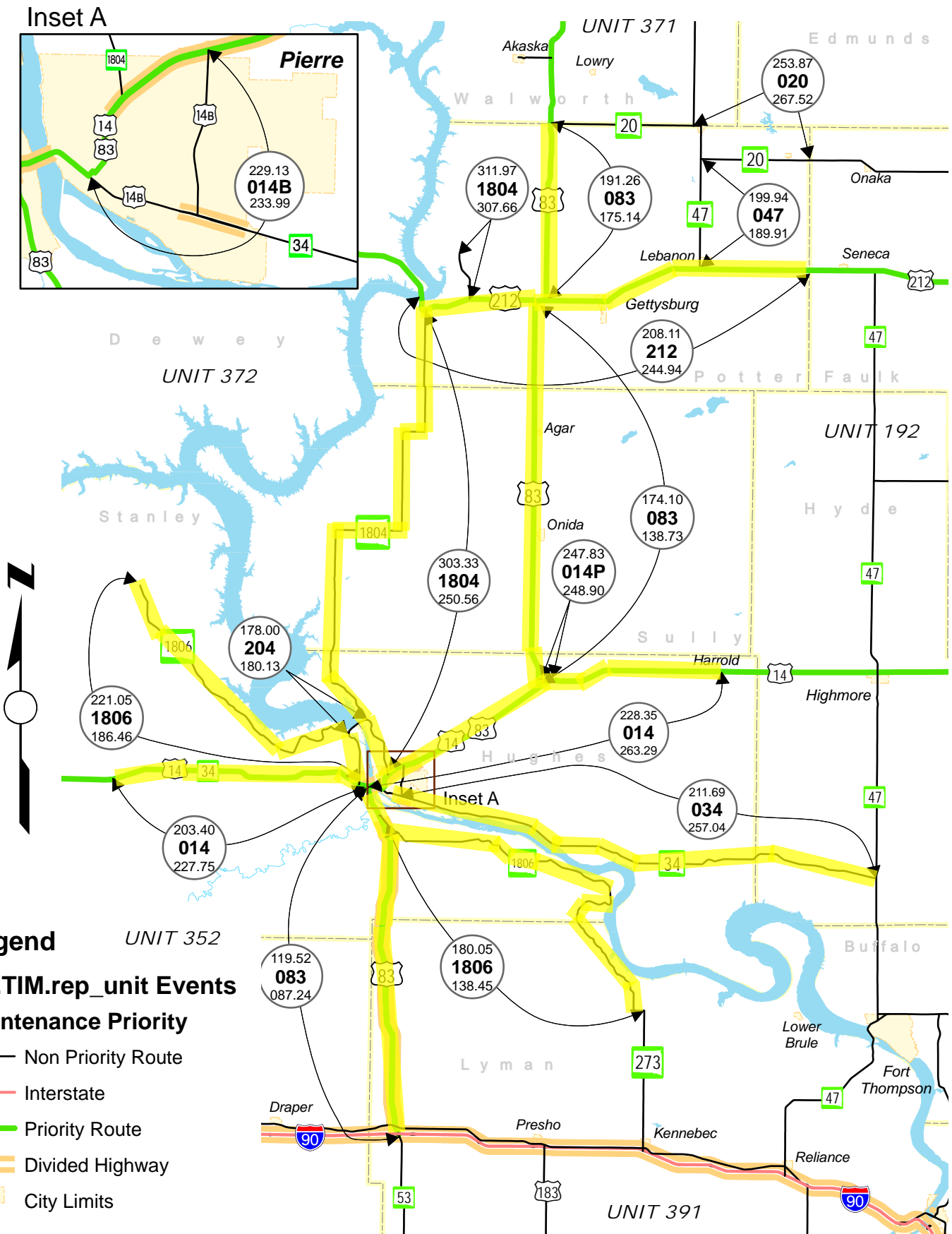
The CONTRACTOR agrees to:

1. Pick up of road-killed deer will be no less frequent than Tuesdays and Fridays after being contacted by the STATE. Road-killed deer reported before noon Tuesday are to be picked up by the end of the work day on the following Friday. Road-killed deer reported before noon on Friday are to be picked up by the end of the work day on the following Tuesday. Continued failure to pick up road-killed deer will result in early termination of contract by the STATE.
2. Contractor will provide the STATE with the name of a contact person along with a cell phone number and e-mail address. Contractor must have an e-mail account. Notification to the Contractor of road-killed deer and location will be communicated **via e-mail**. E-mail timestamp will serve as guideline by which road-killed deer shall be picked up.
3. Dispatch properly equipped vehicles with qualified drivers to pick up the reported deer kill, unless circumstances intervene – such as illness or holidays. In such circumstances, the Contractor shall promptly notify the STATE so that other arrangements can be made. The Contractor will work with the STATE to resolve any such problems.

4. Pick up all road-killed deer located within the public highway right-of-way on routes as listed on the contract, regardless if reported or not. Contractor will notify the STATE of the locations of road-killed deer that were not reported but properly disposed of.
5. Advise the STATE within twenty-four (24) hours of the discovery of unsafe circumstances at any road-kill site that prevents the Contractor from reasonably accomplishing the pick-up of a road-killed deer.
6. Complete the State furnished Road-Killed Deer Report form (copy attached) and submit at the end of each month for payment. Forms shall be submitted to SDDOT Pierre Area at 104 S. Garfield Ave. Building A, Pierre, SD 57501 either by mail or in person.
7. The Contractor will dispose of any plastic flags that have marked deer locations, along with the road-killed deer.
8. Maintain, in good working condition at all times, an amber warning light, strobe or rotating light, approved by the STATE. The amber light is to be placed on the upper rear or cab of each vehicle used under this contract. The amber light is to be operating and will promote safety while loading road-killed deer, traveling at speeds less than 40 mph, or otherwise occupying the right-of-way while performing services under this contract. This rotating light shall be a minimum of 55 watt halogen bulb.
9. The Contractor shall park his vehicle only on the shoulder of the roadway or on a field approach so as to keep all traffic lanes open.
10. The Contractor shall wear highly visible clothing and/or safety vests when working near traffic. Safety vests will need to meet ANSI-107-2004 Class 2 Standards.
11. Purchase and maintain commercial liability insurance for the duration of the Contract to cover property damage or bodily injury as imposed by law. This liability insurance shall contain a minimum coverage amount of \$500,000.00. This insurance shall cover all operations under the contract, whether performed by the Contractor or a subcontractor. **(This liability insurance is above and beyond normal liability insurance typically associated with homeowners, automobile, etc. The Bidder is strongly encouraged to contact and insurance company prior to submitting bids for this contract to obtain quotes for this insurance.)**
12. Prior to commencing work, the Contractor shall furnish certificates of liability insurance in the amount of \$500,000.00. The Contractor may not change carrier coverage unless the STATE has been given thirty (30) days written notice. This notice must be submitted to SDDOT Pierre Area at 104 S. Garfield Ave. Building A, Pierre, SD 57501.
13. Worker's Compensation Insurance shall meet the requirement of the South Dakota Workmen's Compensation Law.

14. The Contractor will dispose of each deer properly in accordance with all State laws, regulations, and County/City ordinances. Disposal regulations may be obtained from Andy Lindbloom with the SD Game, Fish, and Parks Services at (605) 223-7709.
15. The Contractor agrees to comply with the American Disabilities Act of 1990.
16. The Contractor is NOT entitled to harvest any part(s) from any road-killed deer. The entire carcass must be disposed of.
17. Provide services as defined and described above within the Pierre Area as shown on the enclosed map.
18. Indemnify, save and hold harmless, the STATE and all its employees and agents from any and all claims, demands, actions, or causes of actions of the work provided for under this contract, whether or not this Contractor is itself negligent or otherwise culpable.

# Pierre Region Maintenance Unit 351



December 2009

