

**SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION
CONTRACT PROPOSAL**

DOT-123
(5/05)

CODE	PROJECT			MAINT UNIT	CONTROL REFERENCE	AFE	FUNCTION	DESCRIPTION
	PRE	ROUTE	AGR					
		000 N	4 69			I3 C G	2 3 2 9	Deer Pickup
		000 P	4 69			I3CH	2 3 2 9	Deer Pickup
		000 N	4 69			I3CJ	2 3 2 9	Small Animal Pickup
		000 P	4 69			I3CK	2 3 2 9	Small Animal Pickup

CITY AND /OR COUNTY: Butte, Lawrence, Meade, & Pennington BUDGET SOURCE: FY2015 Contract Maintenance DOT-GFP

FINALS ENGINEER REVIEW REQUIRED: _____ YES X NO

REGION MATERIALS CERTIFICATION REQUIRED: _____ YES X NO

CERTIFIED INSPECTORS/TESTERS REQUIRED: _____ YES X NO

TO BE INSTALLED ON CM&P: X YES _____ NO

TYPE, PURPOSE AND LOCATION OF WORK: Contractor pick up of road-killed deer and small animals, per attached specifications.

ESTIMATE OF QUANTITIES AND COST

BID ITEM NUMBER	ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
910E0405	Pick up and Disposal of Deer Kill – Butte County	700	ea		
910E0405	Pick up and Disposal of Deer Kill - Lawrence County	800	ea		
910E0405	Pick up and Disposal of Deer Kill – Meade County	200	ea		
910E0405	Pick up and Disposal of Deer Kill – Pennington County	500	ea		
910E0420	Pick up/Disposal of Small Animal Kill – Butte County	20	ea		
910E0420	Pick up/Disposal of Small Animal Kill – Lawrence County	30	ea		
910E0420	Pick up/Disposal of Small Animal Kill – Meade County	20	ea		
910E0420	Pick up/Disposal of Small Animal Kill - Pennington County	30	ea		
TOTAL					\$

*Nonparticipating to FHWA

CONTRACTORS 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 July 1, 2014

OVERALL COMPLETION DATE June 30, 2015

SUBSCRIBED AND SWORN TO BEFORE ME THE
____ DAY OF _____, 20____

SIGNATURE _____

COMPANY _____

ADDRESS _____

NOTARY - My Commission expires _____

FED. TAX. ID NUMBER _____

RECOMMENDED FOR APPROVAL:

CONSTRUCTION & MAINTENANCE ENGINEER DATE

REGION ENGINEER

DATE

DIRECTOR OF OPERATIONS

DATE

APPROVED FOR THE TRANSPORTATION COMMISSION

**SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION
CONTRACT PROPOSAL**

**DOT-123
(5/05)**

NAME _____ **TITLE** _____ **DATE** _____

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

PROJECT DEVELOPMENT ENGINEER

ROAD-KILLED DEER AND SMALL ANIMAL PROJECT SPECIFICATIONS

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

The State Agrees to:

- 1.) The South Dakota Department of Game, Fish, and Parks 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 when called by the Contractor, or will provide the information by email if the Contractor has the capability to receive the information electronically.
- 2.) Provide the Contractor with a supply of Road-Killed Deer reporting forms.
- 3.) Provide the Contractor with a Compact GPS device in order to provide all information on the reporting form.
- 4.) Provide to the Contractor two magnetic signs to be displayed on the Contractor's vehicle during the dead animal pickup trips. Upon completion of the contract and prior to final payment, the Contractor shall return the signs and GPS unit to the SDDOT.
- 5.) Advise the Contractor of any Road-Kill animal that the SD GF&P wants to retrieve themselves for humanitarian, educational, or law enforcement purposes.
- 6.) The Department of Transportation will compensate the Contractor monthly at the contract unit bid price per each deer and small animal picked up and disposed of properly. A contact person and telephone number will be provided to answer any payment questions or problems.
- 7.) Road-killed deer on Meade & Lawrence County Roads – Vanocker Canyon, Nemo Road, N. Rochford Road, and St. Onge Road; and Pennington County Roads – Nemo Road, Sheridan Lake Road, Deerfield Road, Radar Hill Road, and 160th and 161st Avenues – that are picked up and properly disposed of by the Contractor shall be billed separately to and paid for wholly by the Department of Game, Fish, and Parks. A contact person and telephone number will be provided to answer any payment questions related to these County Roads.

The CONTRACTOR Agrees to:

- 1.) Telephone the Department of Game, Fish & Parks for locations of road-killed deer Monday through Friday, during the hours of 8:00 A.M. to 5:00 P.M. The telephone number for Game, Fish, and Parks is 605-394-2391. A contact person will be provided.

- 2.) Pickup of road-killed deer and small animals will be no less frequent than **Monday, Wednesday, and Friday**. The Contractor is not expected to cover all routes each day, but is expected to cover all routes in the course of each week. Deer killed in the afternoon on Friday may be picked up on the Monday pickup. The Contractor shall pick up road-killed deer within 48 hours of notification by a State Agency.
- 3.) Dispatch properly equipped vehicles with qualified drivers to pick up the reported deer kill.
- 4.) Pick up and properly dispose of all visible dead animals, from approximate size of a skunk and larger, and Road-Kill Deer/Antelope located within the public right-of-way. The SD Department Game, Fish & Parks shall be notified by phone, fax or e-mail within 24 hours, of unreported road killed deer that are observed and picked up by the Contractor.
- 5.) Advise the South Dakota Department of Transportation within twenty-four (24) hours of the discovery of unsafe circumstances at any road-kill site that prevents the Contractor from reasonably accomplishing road-killed deer pick up.
- 6.) Display two magnetic signs on the Contractor's vehicle during the dead animal pickup trips. One sign will be located on each side of the vehicle. The signs shall 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 shall return the signs to the SDDOT.
- 7.) Maintain a revolving amber warning light to be operating whenever the contractor vehicle is stopped or traveling less than 40-mph within the project limits. This amber light will be located on the upper rear or cab of each vehicle used under this contract. The amber light will promote safety while loading dead animals or otherwise occupying the right-of-way in performing services under this contract. This light shall be a minimum of 55-watt halogen bulb for the rotating light. A flashing type of warning light will not be permitted. 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 or in the median when picking up a deer from the median.
- 8.) 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.
- 9.) Complete a State furnished Road-Kill Deer/Antelope report form for each month, listing each deer/antelope collected and location by County and a daily diary indicating which area(s) of Highway are picked up. The forms and diaries shall be delivered at the end of each month to the South Dakota Department of Transportation, Rapid City Area Office, P.O. Box 1970, Rapid City, SD 57709-1970. These forms must be submitted prior to the Rapid City Area Office processing the monthly billing for payment. The Contractor shall 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.

- 10.) Provide a contact person and telephone number to Rapid City Area office upon contract award. This telephone must be equipped with a working answering machine. The Contractor shall 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.
- 11.) 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 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.
- 12.) 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.
- 13.) Worker's Compensation Insurance shall meet the requirements of the South Dakota Workmen's Compensation Law.
- 14.) 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 of Transportation. The Certificates of Insurance shall provide evidence that sufficient liability insurance, with 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.
- 15.) Provide services as defined and described herein within the service area described below:
 - A.) US14A from MRM 8.8 (US14A/I-90, Exit 14) to MRM 52.9 (US14A/I-90, Exit 30 @ Sturgis).
 - B.) US85 from MRM 0.0 (Wyoming Line) to MRM 16.2 (Cheyenne Crossing), MRM 24.0 (US85/US14A in Lead) to MRM 27.8 (US85/US14A in Deadwood), and MRM 29.2 (E. side of Deadwood) to MRM 37.0 (US85/I-90, Exit 17) .
 - C.) US85 from MRM 44.7 (US85/I-90, Exit 10) to MRM 87.5 (US85 and SD168 Jct.).

- D.) US385 from MRM 85.5 (US16/US385 Intersection) to MRM 122.0 (US385/US85 @ Pluma).
- E.) SD34 from MRM 0.0 (Wyoming Line) to MRM 27.3 (SD34/I-90, Exit 23).
- F.) SD34 from MRM 35.9 (Sturgis City Limits) to MRM 57.0 (East of Belle Fourche River).
- G.) SD79 from MRM 111.2 (Jct. of SD34) to MRM 150.5 (SD168 Jct.).
- H.) SD212 from MRM 14.1 (Jct. of SD85) to MRM 53.0.
- I.) SD168 from MRM 25.0 (Hwy. 85) to MRM 32.1 (Hwy. 79).
- J.) Lawrence Co. Road – N. Rochford Road from Hwy. 14A/85 to Lawrence/ Pennington Co. Line.
- K.) Lawrence Co. Road – St. Onge Road from Hwy. 85 at I-90 Exit 17 to Hwy. 34 at St. Onge.
- L.) Meade and Lawrence County Road – Vanocker Canyon Road from I90 Exit 32 at Sturgis to Nemo Rd.
- M.) Meade, Lawrence and Pennington County Road – Nemo Road from Hwy. 385 to Rapid City.
- N.) 090WF Frontage Road from MRM 9.5 to MRM 10.2 west of US85 & north of I-90 @ Spearfish.
- O.) 090WF Frontage Road from MRM 10.3 to MRM 10.8 east of US85 & north of I-90 @ Spearfish.
- P.) 090EF Frontage Road from MRM 23.6 to MRM 23.9 south of I-90 at Whitewood.
- Q.) 090EF Frontage Road from MRM 40.2 to MRM 53.2 southwest of I-90 (Tilford to Black Hawk).
- R.) 090WF Frontage Road from MRM 44.7 to MRM 46.2 northeast of I-90 @ Piedmont.
- S.) 090WF Frontage Road from MRM 48.5 to MRM 49.2 southeast of I-90 @ I-90 Exit 48.
- T.) I-190 from MRM 0.0 (US16/Omaha St. in Rapid City) to MRM 1.6 (1-90/I190 Interchange).
- U.) US 16 from MRM 34.1 (Custer/Pennington Co. Line) to MRM 69.2 (US16/I190/SD44 in Rapid City).
- V.) US16B from MRM 64.2 (US16/US16B Intersection) to MRM 72.6 (US16B/I-90, Exit 61).

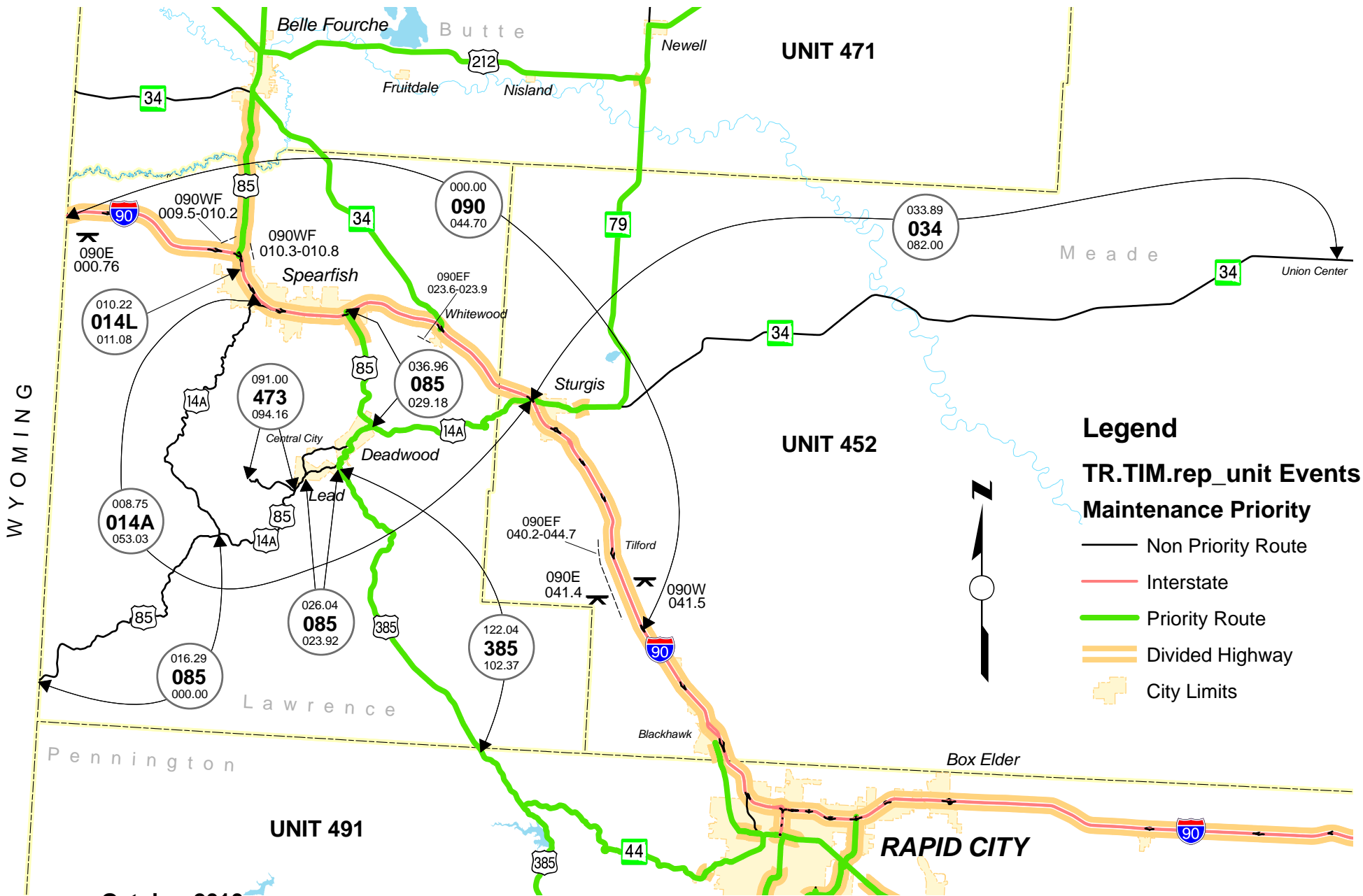
- W.) SD44 from MRM 26.9 (US385/SD44 @ Pactola) to MRM 88.0 (Scenic).
- X.) SD79 from MRM 61.7 (Custer/Pennington Co. Line) to MRM 74.5 (US16B/SD79 south of Rapid City).
- Y.) SD231 from MRM 79.9 (SD231, Omaha/SD44, Mt. View in Rapid City) to MRM 87.1 (SD231/I-90, NW of Black Hawk).
- Z.) Pennington Co. Road – Radar Hill Road from Old 14/16 in Box Elder to SD44 SE of Rapid City.
- AA.) Pennington Co. Road – Sheridan Lake Road from Jackson Blvd. in Rapid City to US385 west of Rapid City.

The Contract may be renewed annually by C.C.O. if all parties are in agreement.

This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the STATE. Termination for any of these reasons is not a default by the STATE nor does it give rise to a claim against the STATE.

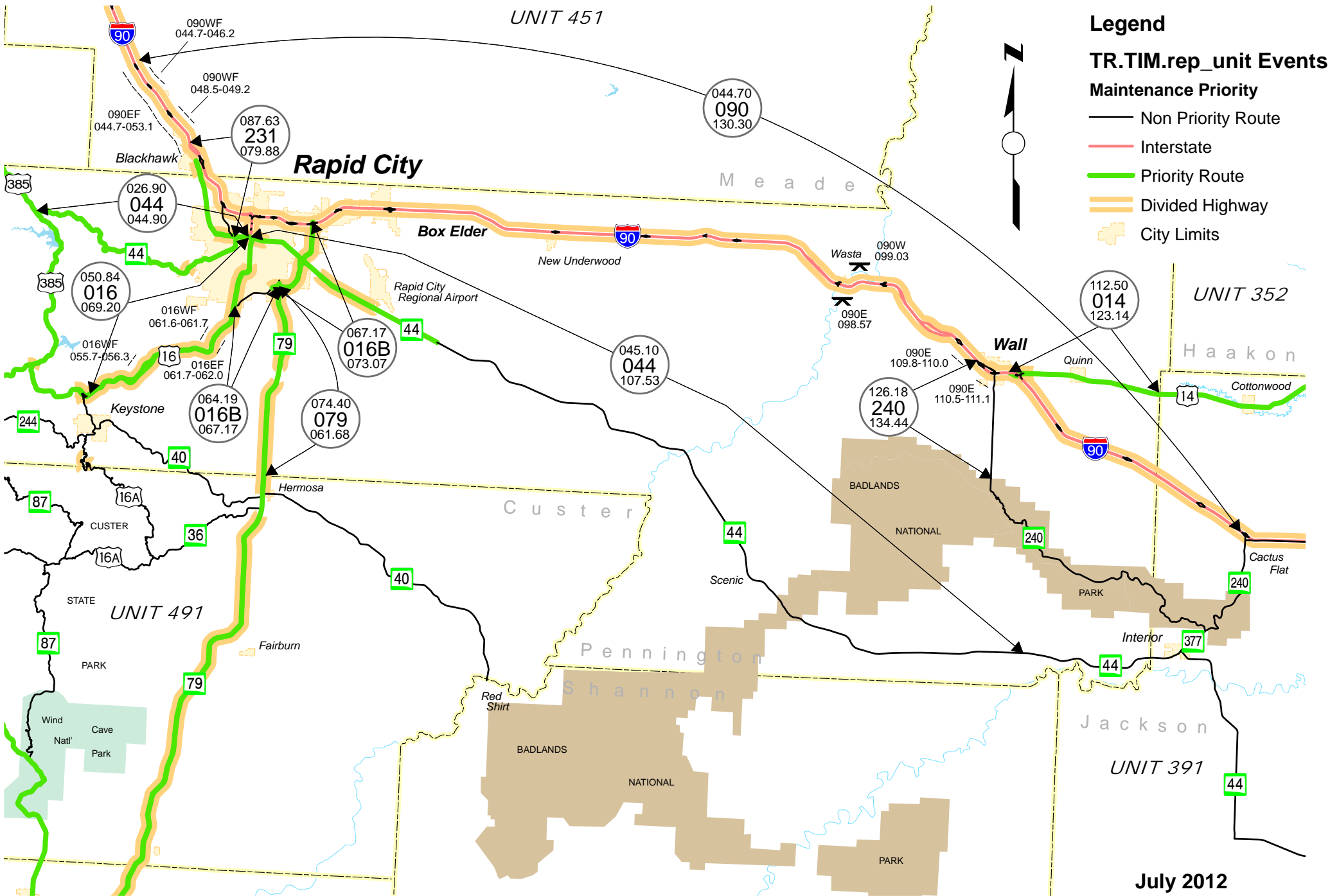
The South Dakota Department of Transportation and the Department of Game, Fish & Parks reserves the right to refuse any and all bids. The contract may be terminated by either the Contractor or the Department of Transportation by giving thirty (30) days written notice to the other party.

Rapid City Region Maintenance Unit 451



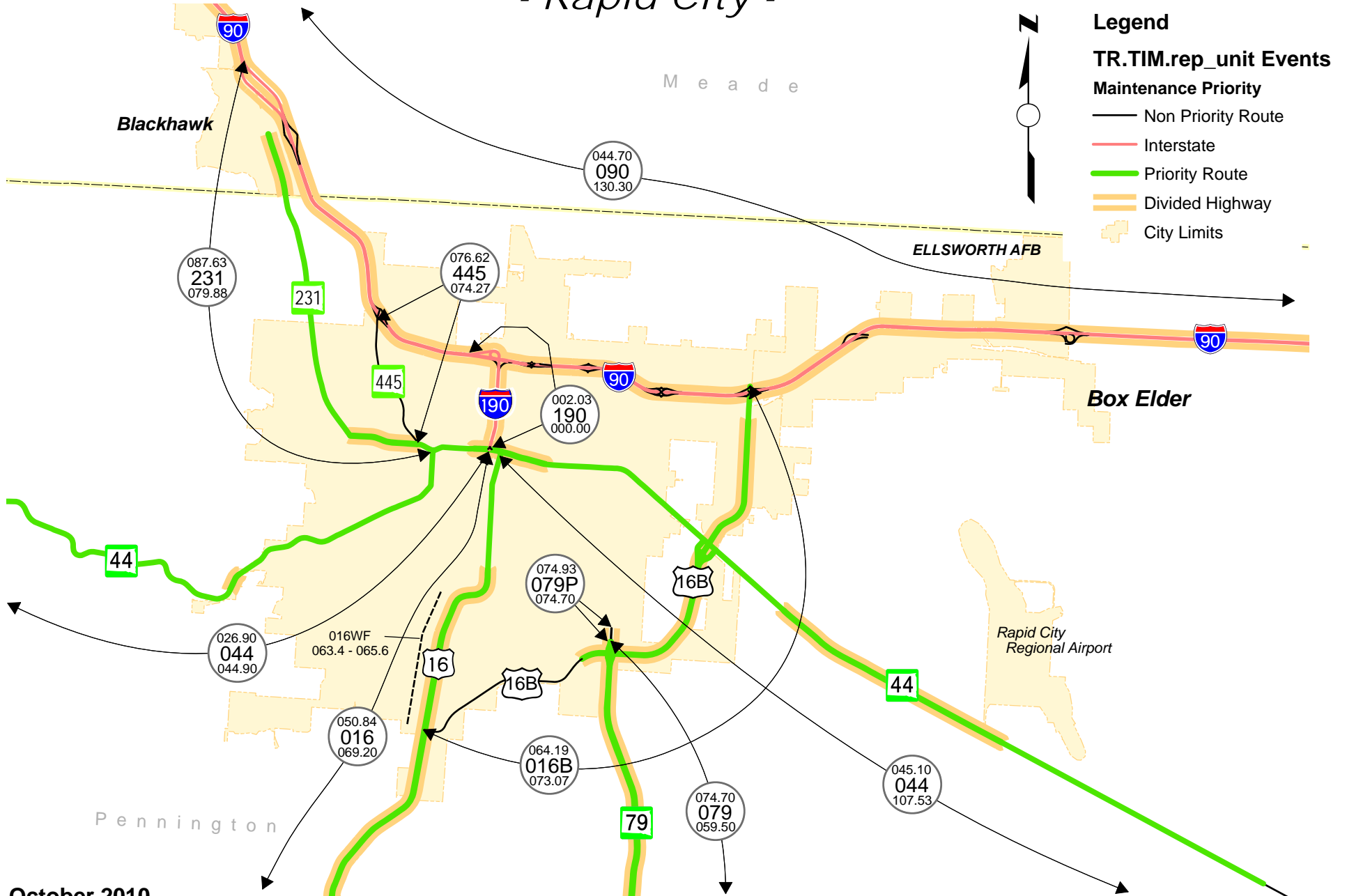
October 2010

Rapid City Region Maintenance Unit 452



Rapid City Region Maintenance Unit 452

- Rapid City -



October 2010

Rapid City Region Maintenance Unit 471

