

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/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 Interstate 90 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/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 and GPS Unit.
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. Provide to the Contractor two 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 shall return the signs and GPS unit to the SDDOT.

The Contractor Agrees to:

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 (during the October 15 to December 15 period when sequential trips shall be no closer than 2 days and no farther than three days apart. Contractor will notify the 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 for the October 15 to December 15 period), as specified in this proposal, the Contractor shall 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.

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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 (5). The contractor will notify the South Dakota Department of Transportation 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 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 (5). The Contractor will notify the SDDOT Highway Maintenance Supervisor 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. 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 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 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.
7. Display two magnetic signs on the Contractor's vehicle during the dead animal and trash 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.
8. Maintain a revolving amber warning light to be operating whenever the contractor vehicle is stopped or travelling 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 debris or 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 for this contract.
9. 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.
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 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.

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11. Provide a contact person and telephone number to the 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.
12. 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.
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, 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.
14. Worker's Compensation Insurance shall meet the requirements of the South Dakota Workmen's Compensation Law.
15. 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 is expected to make his own arrangements for disposal of all debris.

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. There will be **NO** negotiation for this bid item due to a larger or smaller number of deer/antelope 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 shall

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contact the South Dakota Livestock Industry Board, at (605) 773-3321 for information pertaining to disposing dead animals on private property.

Dead animals may also be disposed of at the following landfills:

- Belle Fourche Landfill – Belle Fourche, SD
- Rapid City Landfill – Rapid City, SD

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

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

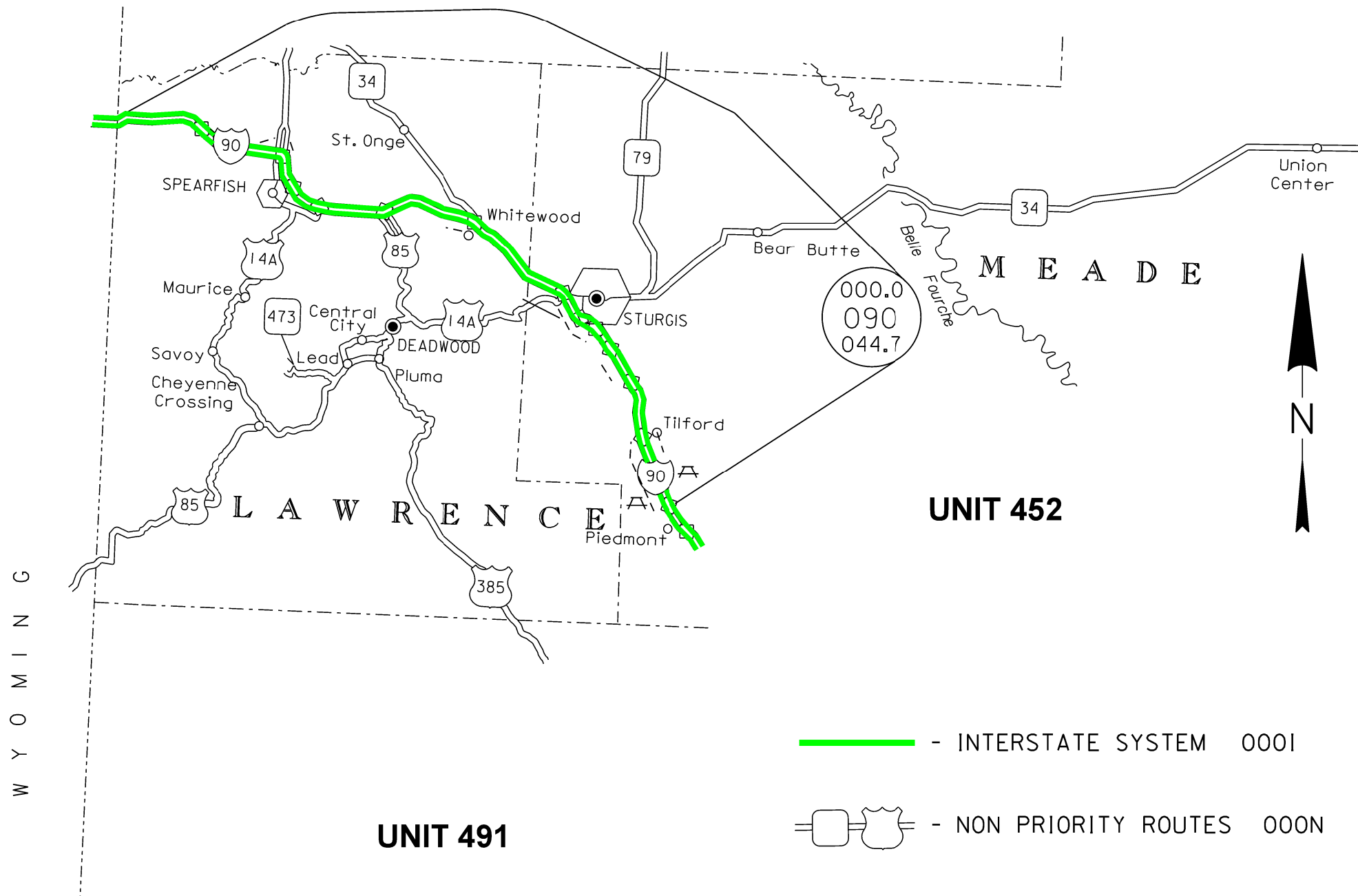
All costs pertaining to mobilization and excise tax shall be incidental to the associated contract bid items.

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

RAPID CITY REGION MAINTENANCE UNIT 451

Plot Scale - 1:40000

Plotted From - trrc11644

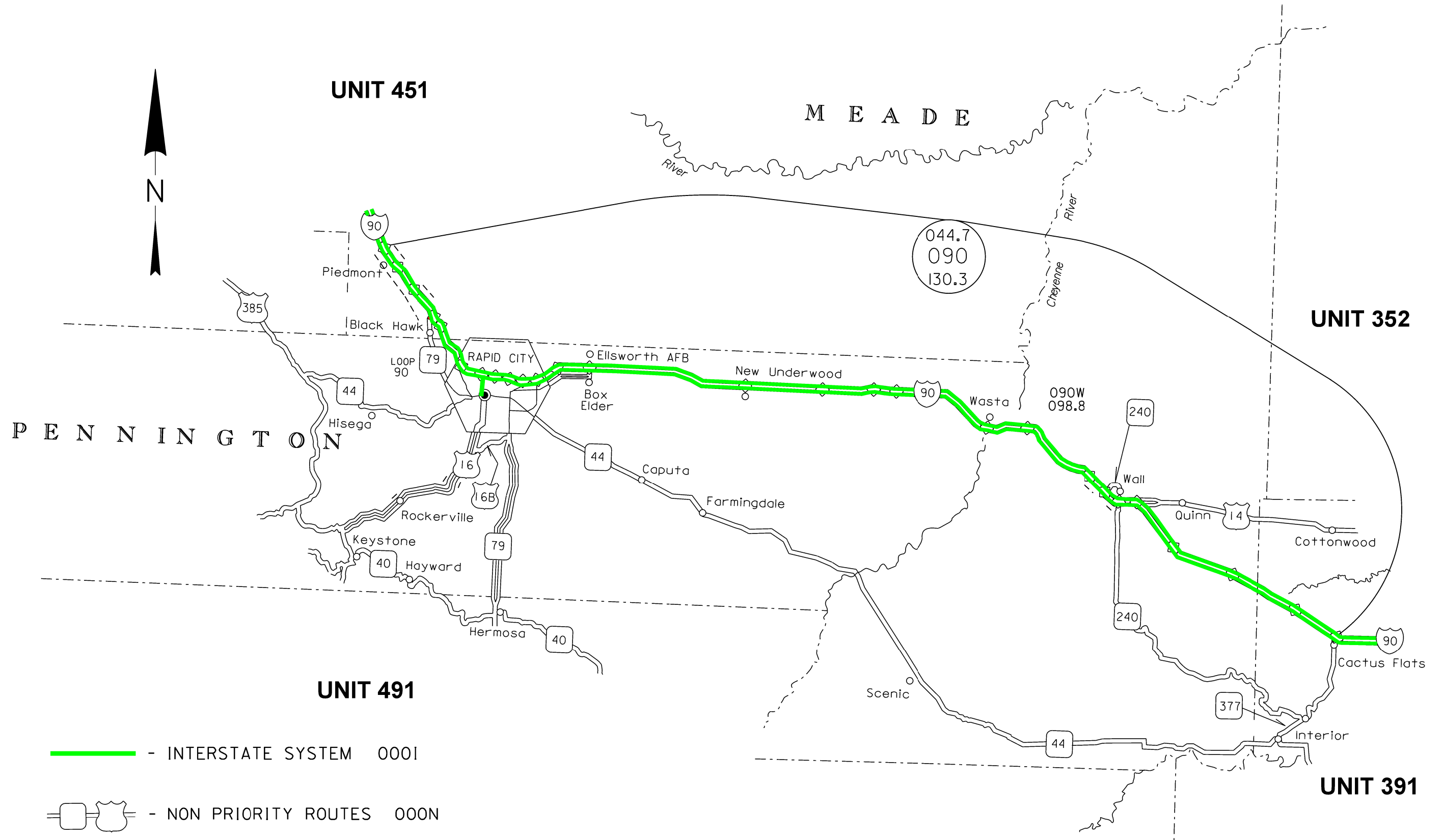


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RAPID CITY REGION MAINTENANCE UNIT 452

Plotting Date: 03/03/2014

Plot Scale - 1:40000



Plotted From - trrc11644

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