



Department of Transportation

Pierre Region Office

104 S. Garfield – Bldg. A
Pierre, South Dakota 57501-5405 605/773-3464
FAX: 605/773-6215

NOTICE TO CONTRACTORS

June 7, 2018

TO: INTERESTED BIDDERS

RE: PROJECTS 000I-391 & 000I-391
PCN i4y5 & i50j
Jackson, Jones, & Lyman Counties
Contractor Removal of Road Kill Animals and Miscellaneous Debris on Interstate 90

The South Dakota Department of Transportation (SDDOT) desires to solicit bids for the above referenced project.

A copy of the plans/proposals may be downloaded from the SDDOT Regional Letting website at the following location: <http://sddot.com/business/contractors/bid/region/Default.aspx> or may be obtained in paper format by contacting the Pierre Region Office at 605-773-3464. Contractors that didn't receive this invitation by mail, but downloaded the bidding documents from the website, are encouraged to let the Pierre Region Office know of their intent to bid on this project so that we can get them added to the plan holders list.

The Department of Transportation in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4, and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, 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, religion, national origin, sex, age, or disability in consideration of an award.

Any addenda will be posted on the regional letting website no later than **5:00 P.M. Central Time on Friday, June 22, 2018**. It will be the Contractor's responsibility to verify that no addenda have been posted prior to submitting bids. Every addenda posted on the website will have a cover sheet attached to it that the contractor will be required to include with their bid. Failure to incorporate changes made through addenda and not submitting all cover sheets will result in an incomplete bid which will subsequently be rejected.

There are **no** bonding requirements for this contract; however, a Certificate of Liability Insurance will be required of the successful bidder as stated on Page 4, note No. 19 in the Project Specifications.

Sealed bids for the contract will be accepted by the SDDOT via available shipping couriers or may be hand delivered to the Pierre Regional Office until **2:00 P.M. Central Time on Thursday, June 28, 2018**. At that time all submitted bids will be opened. Bids must be received in an envelope with “**Road Kill/Debris Removal – Interstate 90**” written on the outside. Be sure to have all required forms signed and notarized as indicated on the forms as failure to do so will result in an incomplete bid. **The Contractor’s signature on the DOT-123 Form must be notarized to constitute a legal bid.** No faxed bids will be accepted.

Mailing & Hand Delivering Address

Attn: Monica Ortbahn
Department of Transportation
104 S. Garfield, Bldg A
2nd Floor, RM 205
Pierre, SD 57501-5405

Please verify that all required information is complete prior to mailing bid documents.

The SDDOT reserves the right to reject any and all bids.

Questions regarding the plans/proposal should be directed to:

Doug Sherman (Area Engineer) or Brad Norrid (Supervisor) at 605-842-0810 – Winner Area
Shelley Larson at 605-773-3464 – Senior Region Design Engineer
or Vance Martin at 605-845-6947 – Region Design Engineer

Respectfully,

DEPARTMENT OF TRANSPORTATION

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

cc: J. Humphrey – Operations
L. DeMers – DBE Coordinator
D. Sherman, B. Norrid – Winner Area
Project File

**SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION
CONTRACT PROPOSAL**

DOT-123
July 2017
1 of 1

CODE	PROJECT			MAINT UNIT	CONTROL REFERENCE	AFE	FUNCTION	BEGIN MRM	END MRM
	PRE	ROUTE	AGR						
		0001		391		i4Y5	2329	130.3	251.6
		0001		391		i50J	2329	130.3	251.6

CITY AND/OR COUNTY: Jackson, Jones, & Lyman BUDGET SOURCE: FiscalYear2019 ContractMaintenanceDOT-GFP

REGION MATERIALS CERTIFICATION REQUIRED: YES NO WIP #: _____

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 Interstate 90 from MRM 130.3 to MRM 251.6 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 (000i-391, PCN i4Y5)	Lump Sum	LS	Lump Sum	
910E0420	Pick-up and Dispose of Road Kill Animals (Non-Deer) and Miscellaneous Debris, State Highways (000i-391, PCN i50J)	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.

SUBSTANTIAL COMPLETION DATE N/A PROPOSED START DATE August 1, 2018

FIELD WORK COMPLETION DATE June 16, 2019 SIGNATURE _____

SUBSCRIBED AND SWORN TO BEFORE ME THE PRINTED NAME _____

DAY OF _____, 20__ COMPANY _____

STR. ADDRESS _____

CITY, STATE, ZIP _____

NOTARY - My Commission Expires _____ (SEAL) FEDERAL TAX ID NUMBER _____

TO BE FILLED OUT BY STATE PERSONNEL:

RECOMMENDED FOR APPROVAL: _____
CONSTRUCTION & MAINTENANCE ENGINEER DATE _____

AREA / REGION / OPS ENGINEER DATE _____ DIRECTOR OF OPERATIONS DATE _____

INTERNAL SERVICES / AUDITS 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/Antelope, Dead Animal, & Debris Pick-Up – Project Specifications
Project Number 000I-391 & 000I-391
PCN i4Y5 & i50J

South Dakota Specifications for Roads & Bridges, 2015 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 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 South Dakota Interstate 90 and disposed of properly.

A. The State will:

1. 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.
2. Provide the Contractor with a supply of Road Kill Deer/Antelope reporting forms.
3. Compensate the Contractor monthly to remove dead animals (exclusive of Road Kill Deer/Antelope) and pick-up debris by use of the contract lump sum price for "Pick-Up and Dispose of Road Kill Animals (Non-Deer) and Miscellaneous Debris, State Highways". Compensate the Contractor monthly to remove Road Kill Deer/Antelope by use of the contract lump sum price for "Pick-Up and Dispose of Road Kill Deer, State Highways". The monthly payments will be an amount approximately equal to one-twelfth of the Contractor's lump sum price for these two contract bid items. The first monthly payment will cover the period from July 1 to July 31, 2018 and 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 at (605) 842-0810.
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 SDDOT will provide, at no cost to the Contractor, the Android or iOS SD Roadkill Collection Application for recording road-kill pick-ups.
6. The SDDOT will provide the Contractor training and technical support for the SD Roadkill Collection Application. The SDDOT will pay the Contractor in accordance with the Payment Schedule included in this Agreement.

B. The Contractor will:

1. Provide services as defined and described in this contract along Interstate 90 Eastbound and Westbound lanes from vicinity Mile Post Number 130.3 (Cactus Flat) to vicinity Mile Post Number 251.6 (Maintenance Crossover located 0.6 miles East of Interstate 90/South Dakota 47 Interchange).

Road Kill Deer/Antelope, Dead Animal, & Debris Pick-Up – Project Specifications
Project Number 000I-391 & 000I-391
PCN i4Y5 & i50J

B. The Contractor will: (Continued)

2. Conduct a complete round trip, a minimum of twice per any seven (7) day period between July 1, 2018 and June 16, 2019 and pick-up all debris, dead animals as described below, and Road Kill Deer/Antelope within the project limits. This complete round trip, consisting of both eastbound and westbound lanes from MRM 130.3 to MRM 251.6, with an approximate length of 241 miles, will be completed in a single day. Sequential trips will be no closer than three (3) days and no further than five (5) days apart. Contractor will notify the Winner Area Office one working day prior to starting the pick-up cycle. If the Contractor fails to conduct two complete round trips per seven (7) day period, as specified in this proposal, the Contractor shall forfeit one eighth of the monthly payment per trip missed.
3. Pick-up trash from bins located at traffic pullouts in the vicinity of MRM 187.7 for the Interstate 90 Eastbound traffic lanes, and in the vicinity of MRM 188.5 for the Interstate 90 Westbound traffic lanes. The trash bins will be cleaned out and relined with garbage bags. The garbage bags can be obtained from the Department of Transportation Maintenance yard located at Murdo. This trash pick-up will be conducted simultaneously with the round trip described in (B.2).
4. Pick-up trash from bins located at the scenic overlook in the vicinity of MRM 137.5 for the Interstate 90 Westbound traffic lanes. The trash bins will be cleaned out and relined with garbage bags. The garbage bags can be obtained from the Department of Transportation Maintenance yard located at Murdo. This trash pick-up will be conducted simultaneously with the round trip described in (B.2).
5. Provide the 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 or voicemail.
6. Provide the name of the landfill which will be used to dispose of dead animals to the Winner Area Engineer at the preconstruction meeting.
7. The Contractor will provide an android or IOS mobile device to access State-provided SD Roadkill Collection Application.
8. The Contractor will use the State-provided SD Roadkill Collection Application to Report each road-killed animal picked up from the road right of way at the time of pick-up.
9. Dispatch a properly equipped Contractor truck with qualified driver, driving at a speed of 40-55 mph, to make two round trips per seven (7) day period, 50 weeks per contract year to pick-up debris and dead animals as described in (B.2), (B.3), and (B.4). The Contractor shall park their vehicle only on the shoulder of the roadway in a manner to keep all traffic lanes open. The Contractor's removal operation shall not interfere with the normal flow of traffic.

Road Kill Deer/Antelope, Dead Animal, & Debris Pick-Up – Project Specifications
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B. The Contractor will: (Continued)

10. 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 to promote safety while loading debris or dead animals or otherwise occupying the right-of-way in performing services under this contract.
11. Require the Contractor's personnel 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) 107-2015 for Class 2 performance.
12. 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 Interstate 90 properly in accordance with all state laws, regulations, and county/city ordinances; within the project limits described in (B.1). 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 Tim Huffman, SDDOT Highway Maintenance Supervisor, (605) 842-5387, for removal.
13. Pick-up and properly dispose of all visible dead animals properly in accordance with all state laws, regulations, and county/city ordinances; 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 in (B.1). The Contractor will notify Tim Huffman, SDDOT Highway Maintenance Supervisor, (605) 842-5387, within 24 hours of the discovery of unsafe circumstances at any road kill site that prevents the Contractor from accomplishing the road kill removal.
14. Will haul dead animals away from the public right-of-way in a leak proof container or vehicle.
15. Will agree that 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/Antelope. For information, the average annual Deer/Antelope kill total is two hundred thirty animals per year for this section of highway. 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.
16. The Contractor may dispose of dead animals 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, Animal Industry Board, at (605) 773-3321 for information pertaining to disposing of dead animals on private property.

Road Kill Deer/Antelope, Dead Animal, & Debris Pick-Up – Project Specifications
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B. The Contractor will: (Continued)

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 contract lump sum price and no extra payments will be made. The Contractor shall provide the name of which landfill will be used to dispose of dead animals to the Winner Area Engineer at the preconstruction meeting.

- Tri-County Landfill – Pukwana, SD – Contact Larry McManus @ (605) 894-4535
- Winner Landfill – Winner, SD – Contact Brent Gill @ (605) 840-8715
- Valentine Sanitary Landfill – Valentine, NE – Contact Eric Poland @ (402) 376-2809

17. Perform work on the roadway during daylight hours only, unless additional working hours are approved by the Engineer.

18. 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.

19. 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. The insurance shall cover all operations under the Contract, whether performed by the Contractor or Subcontractors.

Before the Contractor begins providing service, the Contractor will be required to furnish the SDDOT the following certificates of insurance and assure that the insurance is in effect for the life of this Agreement:

The Contractor will maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each occurrence. If such insurance contains a general aggregate limit it will apply separately to this Agreement or be no less than \$2,000,000.00.

The Contractor will maintain automobile liability insurance or equivalent form with a limit of not less than \$500,000.00 for each accident. Such insurance will include coverage for owned, hired, and non-owned vehicles.

Road Kill Deer/Antelope, Dead Animal, & Debris Pick-Up – Project Specifications
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B. The Contractor will: (Continued)

The Contractor will procure and maintain workers' compensation coverage as required by South Dakota law.

Worker's Compensation Insurance shall meet the requirements of the South Dakota Workmen's Compensation Law.

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 stated above to protect the public from bodily injuries or property damage liability sustained because of pursuing the contract work.

- C. Debris consisting solely of tires may be dropped off at the South Dakota Department of Transportation Maintenance Shops located at Kadoka, Murdo, Reliance, and Presho. The Department of Transportation will arrange for the ultimate disposal of these tires. Bidders are advised to contact Tim Huffman at (605) 669-2371 or (605) 842-5387 for information pertaining to these sites.
- D. The Contractor is expected to make his own arrangements for disposal of all other debris not consisting of tires.
- E. All costs pertaining to mobilization and excise tax shall be incidental to the associated contract lump sum price items.
- F. The South Dakota Department of Transportation and the Department of Game, Fish, and Parks reserve the right to refuse any and all bids.
- G. The contract may be renewed annually by construction change order, if all parties are in agreement.
- H. This Agreement can be terminated upon thirty (30) days' written notice by either party. The contract may be terminated by the State at any time with or without notice if the Contractor breaches any of the terms or conditions of the contract. 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, if termination for such default is effected by the State. 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.
- I. This contract will be governed by and construed in accordance with the laws of the State of South Dakota. The venue for any lawsuit pertaining to or affecting this Agreement will be in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

