



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 000P-391, 000P-391, 000P-392, & 000P-392
PCN i4y7, i50L, i4y8, & i50m
Jones, Mellette, & Todd Counties
Contractor Removal of Road Kill Animals and Miscellaneous Debris on US Hwy 83

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 5, note No. 17 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 **2:30 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 – US Hwy 83**” 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 2

CODE	PROJECT			MAINT UNIT	CONTROL REFERENCE	AFE	FUNCTION	BEGIN MRM	END MRM
	PRE	ROUTE	AGR						
		000P		391		i4Y7	2329		
		000P		391		i50L	2329		
		000P		392		i4Y8	2329		
		000P		392		i50M	2329		

CITY AND/OR COUNTY: Jones, Mellette, & Todd BUDGET SOURCE: Fiscal Year 2019 Contract Maintenance DOT-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 US Highway 83 from MRM 0.0 to MRM 67.8 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-391, PCN i4Y7)	Lump Sum	LS	Lump Sum	
910E0420	Pick-up and Dispose of Road Kill Animals (Non-Deer) and Miscellaneous Debris, State Highways (000P-391, PCN i50L)	Lump Sum	LS	Lump Sum	
910E0405	Pick-up and Dispose of Road Kill Deer, State Highways (000P-392, PCN i4Y8)	Lump Sum	LS	Lump Sum	
910E0420	Pick-up and Dispose of Road Kill Animals (Non-Deer) and Miscellaneous Debris, State Highways (000P-392, PCN i50M)	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: _____ DATE _____
 CONSTRUCTION & MAINTENANCE ENGINEER
 _____ DATE _____
 AREA / REGION / OPS ENGINEER DIRECTOR OF OPERATIONS
 _____ DATE _____
 _____ DATE _____
 INTERNAL SERVICES / AUDITS

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 000P-392, 000P-392, 000P-391, & 000P-391
PCN i4Y7, i50L & i4Y8, i50M

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 US Highway 83 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". The i50L bid item will compensate the Contractor for the portion of US Highway 83 between MRM 0.0 to MRM 55.6 and the i50M bid item will compensate the Contractor for the portion of US Highway 83 between MRM 55.6 to MRM 67.8.

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 i4Y7 bid item will compensate the Contractor for the portion of US Highway 83 between MRM 0.0 to MRM 55.6 and the i4Y8 bid item will compensate the Contractor for the portion of US Highway 83 between MRM 55.6 to MRM 67.8.

The monthly payments will be an amount approximately equal to one-twelfth of the Contractor's lump sum price for these 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.

Road Kill Deer/Antelope, Dead Animal, & Debris Pick-Up – Project Specifications
Project Number 000P-392, 000P-392, 000P-391, & 000P-391
PCN i4Y7, i50L & i4Y8, i50M

B. The Contractor will:

1. Provide services as defined and described in these contracts along US Highway 83 from Mile Post Number 0.0 (Nebraska/South Dakota State Line) to Mile Post Number 55.6 (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 55.6 (Mellette-Jones County Line) to Mile Post Number 67.8 (Murdo).
2. Conduct a complete trip, approximately 68 miles, a minimum of once per calendar week between the months of July 2018 through September 2018 and between the months of April 2019 through June 16, 2019 and pick-up all debris, dead animals as described below, and Road Kill Deer/Antelope within the project limits as described in (B.1). Sequential trips will be no closer than five (5) days and no further than nine (9) days apart. If the Contractor fails to conduct one complete round trip per calendar week, as specified in this proposal, the Contractor shall forfeit one fourth of the monthly payment per trip missed.
3. Conduct a complete trip of approximately 68 miles, a minimum of twice per any consecutive seven (7) days between the months of October 2018 through March 2019, and pick-up all debris, dead animals as described below, and Road Kill Deer/Antelope within the project limits as described in (B.1). Sequential trips will be no closer than three (3) days and no further than five (5) days apart. If the Contractor fails to conduct two complete round trips per any consecutive seven (7) day period, as specified in this proposal, the Contractor shall forfeit one eighth of the monthly payment per trip missed.
4. 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 or voicemail.
5. Provide the name of the landfill which will be used to dispose of dead animals to the Winner Area Engineer at the preconstruction meeting.
6. The Contractor will provide an android or IOS mobile device to access State-provided SD Roadkill Collection Application.
7. 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.
8. Dispatch a properly equipped Contractor truck with qualified driver, driving at approximately 40 to 55 mph, to make one complete trip per calendar week, 24 weeks per year; and two complete trips per any consecutive seven (7) day period, 26 weeks per year to pick-up debris and dead animals, described in (B.2) and (B.3). The Contractor shall park their vehicle only on the shoulder of the roadway or in a field approach 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
Project Number 000P-392, 000P-392, 000P-391, & 000P-391
PCN i4Y7, i50L & i4Y8, i50M

B. The Contractor will: (Continued)

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.
9. 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.
10. 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 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 Gregg Ulmer, SDDOT Highway Maintenance Supervisor, (605) 842-5386, for removal.
11. 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 US Highway 83 within the project limits described in (B.1) properly in accordance with all state laws, regulations, and county/city ordinances. 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.
12. Will haul dead animals away from the public right-of-way in a leak proof container or vehicle.
13. Will agree that the bid item for "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 one hundred fifty five 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.

Road Kill Deer/Antelope, Dead Animal, & Debris Pick-Up – Project Specifications
Project Number 000P-392, 000P-392, 000P-391, & 000P-391
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B. The Contractor will: (Continued)

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

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 price amount and no extra payments will be made.

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

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

16. 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.

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B. The Contractor will: (Continued)

17. 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.

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 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.
- 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.

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Project Number 000P-392, 000P-392, 000P-391, & 000P-391
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- 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.

