

May 31, 2019

### **NOTICE TO CONTRACTORS**

Sealed bids will be received by the South Dakota Department of Transportation until 1:30 pm, **Friday June 14, 2019** at which time they will be opened for the following project(s):

<b>Project Number</b>	<b>PCN</b>	<b>County</b>	<b>Type of Work</b>	<b>Area Engineer</b>
000P-151, 000N-151 000P-152 000N-152 0009-151	i5pj, i5pk, i5pL, i5pn i5pm	Aberdeen Area	Pickup and Dispose of Roadkill Deer	Phil Dwight (605-626-7885)

Should you have questions you are encouraged to contact Area Engineer listed for the project.

### **AVAILABILITY OF PLANS AND PROPOSALS:**

Specifications and proposal forms are available at the Aberdeen Regional Office and at the following website: <http://sddot.com/business/contractors/bid/region/default.aspx>

The DOT-123 form provided within the proposal document is for information only. Do not use for bidding purposes. Bids submitted on the enclosed DOT-123 form will be considered void and will not be accepted by the department. Please email the Aberdeen Region office for the DOT-123 form that can be used for bidding purposes to the following:

[Scott.Schneider@state.sd.us](mailto:Scott.Schneider@state.sd.us) and [Michael.Welch@state.sd.us](mailto:Michael.Welch@state.sd.us)

The email request for the DOT-123 form shall include the following information, so that the SDDOT can maintain a list of prospective bidders for this project and to maintain a contact list for future region lettings:

**Company Name**  
**Mailing Address**  
**Phone Number**

Addendums, if any, will be made available on-line at the above website, no later than **48 hours** prior to opening bids. It will be the Contractor's responsibility to check for addendums prior to submitting bids.

### **CONTENT OF BIDS:**

Returned Bids shall include the following ORIGINAL SIGNATURE items all signed in ink:

1. A notarized Contract Proposal (DOT-123). Non-signature items shall be typed or completed in ink.

Bids shall be in sealed envelopes and clearly marked on the outside with the words "BID ENCLOSED" and the letting to which the bid applies. Proposals faxed to the office will not be accepted.

<i>If hand delivering or using a package delivery service, address the envelope:</i>	<i>If using the US Postal Service, address the envelope:</i>
<b>Mark Peterson, Region Engineer</b> <b>Department of Transportation</b> <b>2735 West Highway 12</b> <b>Aberdeen, SD 57401</b>	<b>Mark Peterson, Region Engineer</b> <b>Department of Transportation</b> <b>P.O. Box 1767</b> <b>Aberdeen, SD 57402-1767</b>

Bidders will be required to fill out the blank spaces in the proposal form correctly. The bidder must fill in a unit price for each bid item shown on the proposal form. Bidders will also be required to carry out extensions and determine the "Total or Gross Sum Bid" as indicated in the proposal. The total of any proposal, as determined by the bidder, will be used only for a comparison when bids are publicly opened and read, and any errors noted in extensions or totals will be corrected to determine the "Total or Gross Sum Bid" of any proposal.

Failure to properly carry out any of the above requirements is deemed as sufficient reason to reject any proposal.

**BONDING & INSURANCE:**

A **bid bond** will not be required.

A **performance bond** will not be required.

**MISCELLANEOUS:**

**The Contractor, by signing and submitting a bid or proposal, agrees to provide services in compliance with the Americans with Disabilities Act of 1990.**

The Department of Transportation reserves the right to reject any and all bids.

Sincerely,

DEPARTMENT OF TRANSPORTATION

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Jeff Senst, P.E.  
Aberdeen Region Engineer

cc:  
T. Ondricek  
J. Hansen  
[P. Dwight](#)  
File

**SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION  
CONTRACT PROPOSAL**

DOT-123  
July 2018  
1 of 1

CODE	PROJECT			MAINT UNIT	CONTROL		FUNCTION	BEGIN MRM	END MRM
	PRE	ROUTE	AGR		REFERENCE	AFE			
		000P		152		i5pL	2329		
		000N		152		i5pn	2329		
		0009		151		i5pm	2329		

**This document is for**

CITY AND/OR COUNTY: Aberdeen Area BUDGET SOURCE: FY20 Cont. Maint. DOT-GFP

REGION MATERIALS CERTIFICATION REQUIRED:  YES  NO WIP #: \_\_\_\_\_

CERTIFIED INSPECTORS/TESTERS REQUIRED:  YES  NO

TO BE INSTALLED IN MAP:  YES  NO

TYPE, PURPOSE AND LOCATION OF WORK: Pickup and dispose of road kill deer in the Aberdeen Area as per attached specifications.

**information only.**

**ESTIMATE OF QUANTITIES AND COST**

BID ITEM NUMBER	ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
910E0400	Pickup and Dispose of Road Kill Deer - State Highways	1050	Each		
910E0410	Pickup and Dispose of Road Kill Deer - County Highways	100	Each		
<b>TOTAL</b>					

**CONTRACTOR'S PROPOSAL STATEMENT**

The undersigned agrees to offer the labor and material in the quantities, at the unit price, for the purpose, in the place, and in accordance with attached provisions. The Contractor will provide services in compliance with the Americans with Disabilities Act of 1990 and any amendments.

SUBMITTAL COMPLETION DATE N/A PROPOSED START DATE July 1, 2019  
 FIELD WORK COMPLETION DATE June 30, 2020 SIGNATURE \_\_\_\_\_  
 SUBSCRIBED AND SWORN TO BEFORE ME THE \_\_\_\_\_ PRINTED NAME \_\_\_\_\_  
 DAY OF \_\_\_\_\_, 20\_\_\_\_ COMPANY \_\_\_\_\_  
 NOTARY \_\_\_\_\_ STR. ADDRESS \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_ CITY, STATE, ZIP \_\_\_\_\_  
 DATE \_\_\_\_\_ (SEAL) FEDERAL TAX ID NUMBER \_\_\_\_\_

**Do not use for bidding**

**TO BE FILLED OUT BY STATE PERSONNEL:  
purposes.**

RECOMMENDED FOR APPROVAL:	CONSTRUCTION & MAINTENANCE ENGINEER	DATE
AREA / REGION / OPS ENGINEER	DIRECTOR OF OPERATIONS	DATE
	INTERNAL SERVICES / AUDITS	DATE

ACCEPTED BY SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION  
 NAME \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_

IF FEDERAL FUNDS WILL BE EXPENDED UNDER THIS AGREEMENT, ACCEPTANCE BY PROJECT DEVELOPMENT IS REQUIRED  
 PROJECT DEVELOPMENT ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

ROAD-KILLED DEER PICKUP AND DISPOSAL  
PROJECT SPECIFICATIONS

The South Dakota Department of Transportation (SDDOT) and the South Dakota Department of Game, Fish, and Parks (SDGF&P), hereafter referred to as the STATE requires road-killed deer promptly be removed from public highway right of way in Brown, Day, Edmunds, Faulk, Marshall and McPherson Counties and disposed of properly.

The STATE agrees to:

1. The SDGF&P 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.
2. Provide the state Highway Patrol, SDDOT vehicles, local law enforcement and SDGF&P with highly visible, wire staff plastic flags that will be used to mark road-killed deer locations. These flags are to indicate to others the deer has already been reported and to mark locations of road-killed deer not easily seen.
3. Provide the Contractor with a supply of Road-Killed Deer reporting forms.
4. The SDDOT will compensate the Contractor monthly at the contract unit price bid per each deer picked up and disposed of properly. The Contractor may call the SDDOT Aberdeen Area Office at 605-626-7885 for answers to any payment questions of problems.
5. Provide the Contractor with two magnetic signs which read "Deer Disposal Contractor" to be displayed on the Contractor's vehicle during the route pickups.
6. Provide, at no cost to the Contractor, the Android or iOS SD Roadkill Collection Application for recording road-killed deer pickups.
7. Provide the Contractor training and technical support for the SD Roadkill Collection Application.

The CONTRACTOR agrees to:

1. Telephone the SDGF&P for locations of road-killed deer Monday through Friday, during the hours of 8:00 AM and 5:00 PM. The telephone number for the SDGF&P is 605-626-2391. The Contractor may arrange a set reporting schedule with the SDGF&P.
2. Pick up all identified road-killed deer within the project limits as shown on the attached maps at least twice a week. The Contractor is not required to drive the entire route at this time but must pick up the deer that have been identified.
3. Conduct a complete round of every route as shown on the attached maps at least once a week and pick up road-killed deer located within public highway right of way that are observed and have not been reported. This round does not need to be completed in one day and could be in combination with the twice a week pickup above.
4. Notify and advise the SDDOT if circumstances occur that may delay performing services under this Agreement. The Contractor will work with the SDDOT to resolve any problems.

5. Advise the SDDOT within twenty-four hours of the discovery of unsafe conditions at any road-kill site that prevents the Contractor from reasonably accomplishing road-killed deer pickup.
6. Complete the State furnished Road-Killed Deer report tally forms for each deer collected. The Contractor shall have a compact GPS device in order to provide all information on the reporting form. The tally forms are to be delivered at the end of each month to the SDDOT, PO Box 1767, Aberdeen, SD 57402-1767. These forms shall be submitted for processing of the monthly payment.
7. Use the SDDOT approved SD Roadkill Collection Application to report each road-killed deer picked up from the public right of way at the time of pickup. The SD Roadkill Collection Application system requires a mobile device with an Android or iOS operating system which the Contractor must provide.
8. Retrieve and return the plastic flags that marked road-killed deer locations to the SDDOT Aberdeen Area Office.
9. Dispatch properly equipped vehicles with qualified licensed drivers to pick up the road-killed deer
10. Clearly display a SDDOT provided magnetic sign on each side of the vehicle while collecting road-killed deer. The Contractor will return the magnetic signs to the SDDOT at the end of the Agreement term. If the signs are not returned or are returned damaged, the Contractor will replace them at no cost to the SDDOT.
11. Maintain, in good working condition an amber warning light, strobe, or rotating light. The amber light is to be placed on the upper rear or cab of each vehicle used under this contract. The Contractor shall park his vehicle only on the shoulder of the roadway or on a field approach to keep all traffic lanes open.
12. The Contractor's personnel shall be required to wear a safety vest while working within the project limits. The safety vests shall meet the requirements of ANSI-107-2015 Class 2, for the American National Standard for High-Visibility Safety Apparel and Accessories.
13. Dispose of the entire road-killed deer. No deer or parts thereof may be harvested, sold, bartered, or traded. This would include antlers, meat, hide, etc. The entire carcass must be disposed of.
14. The Contractor will dispose of all deer carcasses in accordance with all state laws, regulations, and county and city ordinances. It is the responsibility of the Contractor to verify with the landfills prior to bidding whether they will accept the carcasses and whether fees will apply. The Contractor should contact the South Dakota Animal Industry Board for information pertaining to disposal of deer carcasses on private property. Any questions concerning this matter may be directed to the South Dakota Game, Fish and Parks.

The Contractor will provide services in compliance with the Americans with Disabilities Act of 1990 and any amendments.

This Agreement may not be amended, except in writing, which writing will be expressly identified as a part of this Agreement and be signed by an authorized representative of each of the parties to this Agreement.

The Agreement may be terminated upon thirty (30) days' written notice by either party. If the Contractor breaches any of the terms or conditions of this Agreement, this Agreement may be terminated by the SDDOT at any time with or without notice. If termination for such a default is effected by the SDDOT, any payments due the Contractor at the time of termination may be adjusted to cover any additional costs to the SDDOT due to the Contractor's default. Upon termination, the SDDOT may take over the work and may award another party on agreement to complete the work under this Agreement. If after the SDDOT 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.

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 may be immediately terminated by the SDDOT. Termination for any of these reasons is not a default by the SDDOT nor does it give rise to a claim against SDDOT.

While performing services under this Agreement, the Contractor is an independent contractor and not an officer, agent, or employee of the SDDOT.

No employee of the Contractor engaged in the performance of services required under this Agreement will be considered an employee of the SDDOT. No claim under the South Dakota Workers' Compensation Act on behalf of said employee or other person while so engaged and no claim made by any third party as a consequence of any act or omission of the part of the work or service provided or to be rendered under this Agreement by the Contractor will be the SDDOT's obligation or responsibility.

The Contractor will comply with all federal, state, and local laws, together with all ordinances and regulations applicable to the work and will be solely responsible for obtaining current information on such requirements. The Contractor will procure all licenses, permits, or other rights necessary for the fulfillment of its obligations under this Agreement.

The Contractor will indemnify the SDDOT, its officers, agents, and employees against any and all actions, suits, damages, liability, or other proceedings that may arise as the result of performing services under this Agreement. This section does not require the Contractor to be responsible for or defend against claims or damages arising solely from errors or omissions of the SDDOT, its officers, agents, or employees.

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:

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

The Contractor will report to the SDDOT any event encountered in the course of performance of this Agreement which results in injury to any person or property, or which may otherwise subject the Contractor, the SDDOT, or the SDDOT's officers, agents, or employees to liability. The Contractor will report any such event to the SDDOT immediately upon discovery.

The Contractor's obligation under this section will only be to report the occurrence of any event to the SDDOT and to make any other report provided for by the Contractor's duties or applicable law. The Contractor's obligation to report will not require disclosure of any information subject to privilege or confidentiality under law (such as attorney-client communications). Reporting to the SDDOT under this section will not excuse or satisfy any obligation of the Contractor to report any event to law enforcement or other entities under the requirements of any applicable law.

If any court of competent jurisdiction holds any provision of this Agreement unenforceable or invalid, such holding will not invalidate or render unenforceable any other provision of this Agreement.

All other prior discussions, communications, and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and, except as specifically provided in this Agreement, this Agreement constitutes the entire agreement with respect to the subject matter.

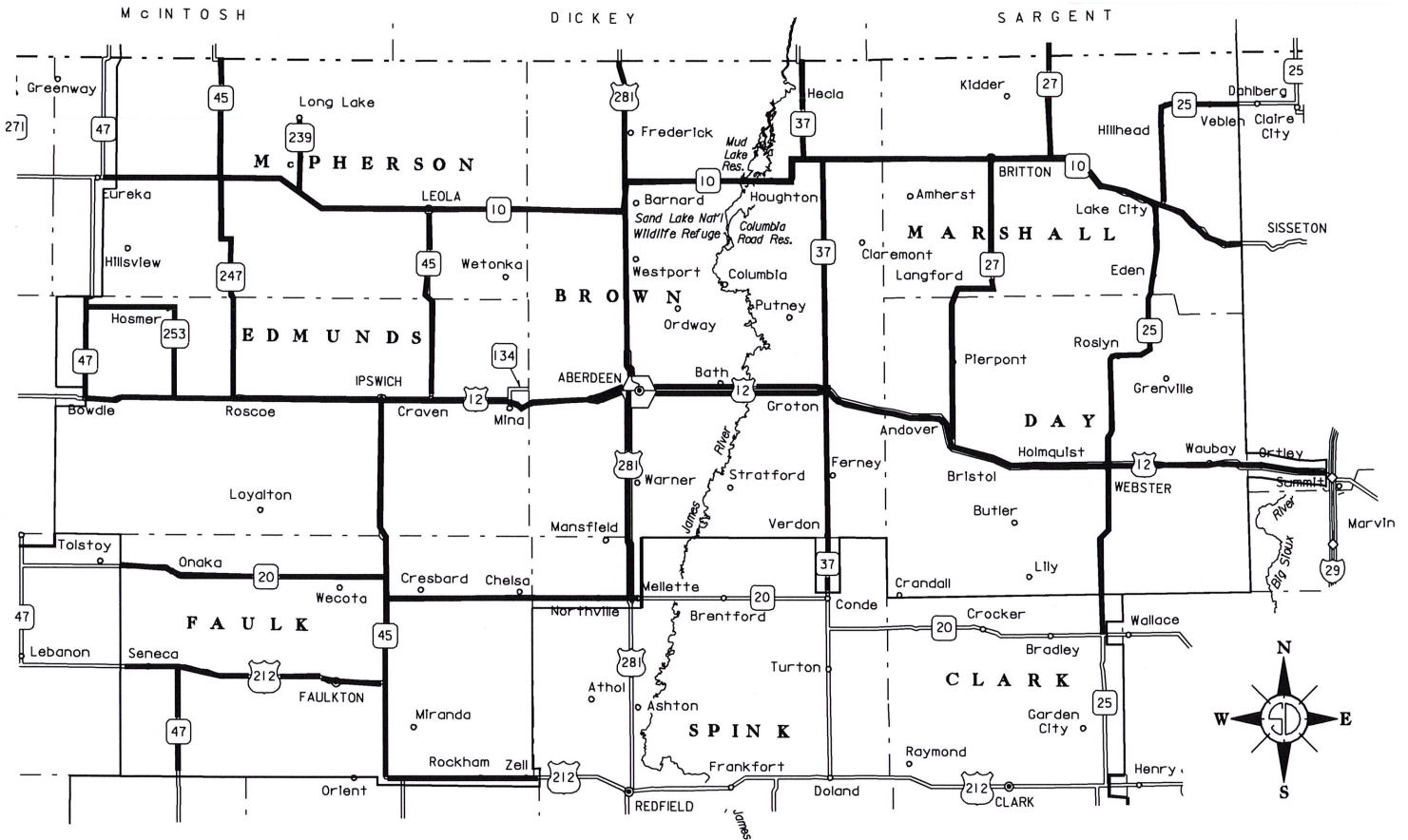
This Agreement will be governed by and construed in the accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement will be venued in Circuit Court, Sixth Judicial Court, Hughes County, South Dakota.

The Contract time shall be from July 1, 2019 through June 30, 2020.

ABERDEEN AREA

PHIL DWIGHT

PH. 626-7885

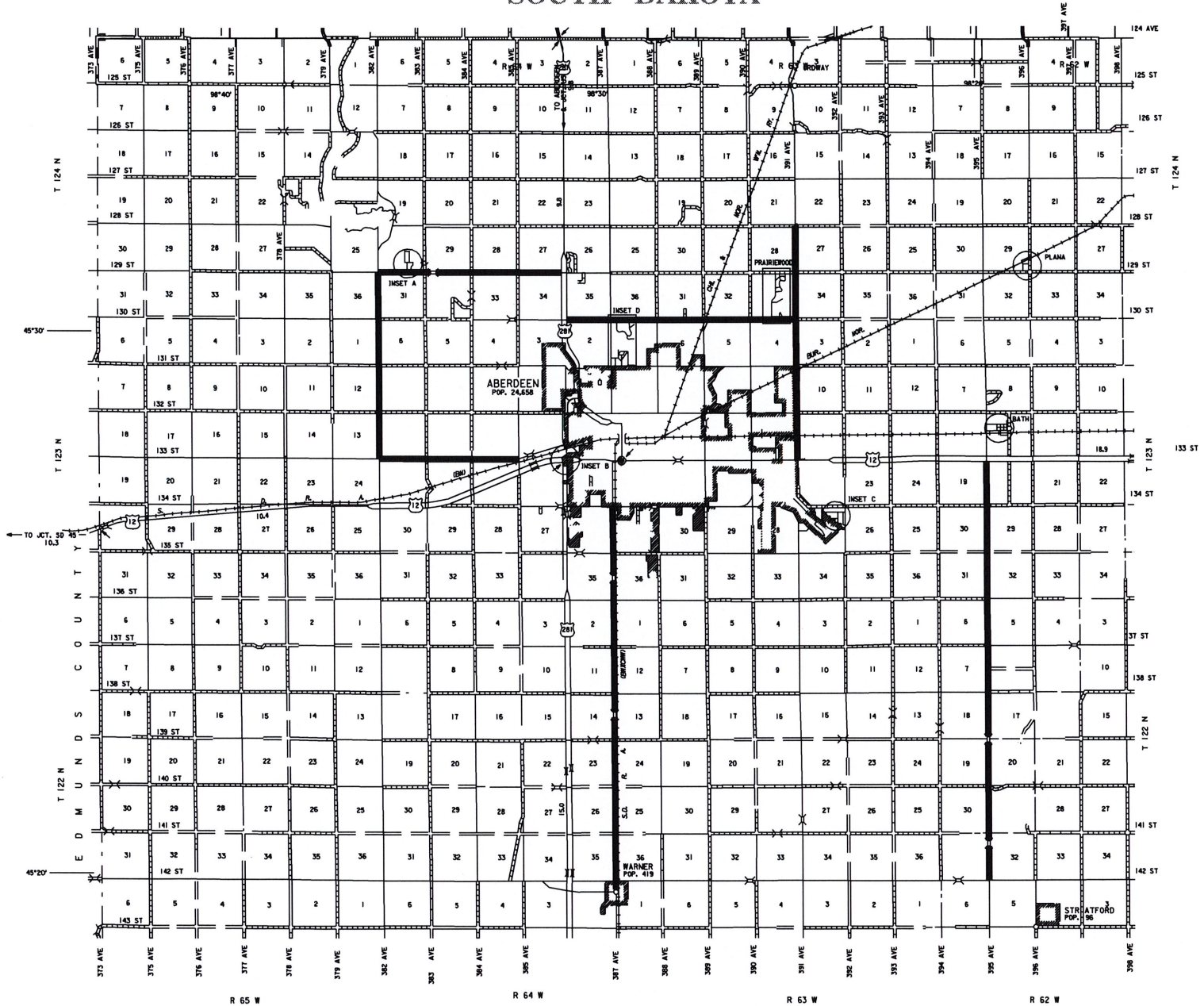


- SD 10 from MRM 225.2 (Jct SD 10/SD 47 north) to MRM 349.8 (Marshall / Roberts Co. line)
- US 12 from MRM 233.0 (Jct US 12/SD 47 north) to MRM 366.3 (Jct US 12/I 29)
- SD 20 from MRM 267.5 (Faulk/Potter Co. line) to MRM 321.6 (Jct SD 20/ US 281)
- SD 25 from MRM 164.8 (Jct SD 25/SD 20) to MRM 230.4 (Marshall/Roberts Co. line)
- SD 27 from MRM 198.0 (Jct SD 27/US 12) to MRM 246.6 (Marshall Co./ ND state line)
- SD 37 from MRM 187.4 (Jct SD 37/SD 20 west) to MRM 243.6 (Brown Co./ ND state line)
- SD 45 from MRM 148.7 (Jct SD 45/US 212 west) to MRM 236.1 ( McPherson Co./ ND state line)
- SD 47 from MRM 162.9 (Faulk/Hyde Co. line) to MRM 173.9 (Jct SD 47/ US 212)
- SD 47 from MRM 224.6 (Jct SD 47 north/US 12) to MRM 235.0 (Edmunds/ McPherson Co. line)
- US 212 from MRM 244.9 (Faulk/Potter Co. line) to MRM 297.0 (Hand/Spink Co. line)
- SD 239 from MRM 188.0 (Jct SD 239/SD 10) to MRM 195.3.
- SD 247 from MRM 169.5 (Jct SD 247/US 12) to MRM 192.5 (Jct SD 247/ SD 10)
- SD 253 from MRM 172.9 (Jct SD 253/US 12) to MRM 190.9 (Jct SD 253/ SD 47)
- US 281 from MRM 173.4 (Jct US 281/SD 20) to MRM 229.2 (Brown Co./ ND state line)





GENERAL HIGHWAY MAP  
SOUTH HALF  
**BROWN COUNTY**  
SOUTH DAKOTA



129th St. to 133rd St. on Brown County 6  
382nd Ave. to 391st Ave. on Brown County 13  
134th St. to 142nd St. on Brown County 10  
128th St. to 133rd St. on Brown County 14  
133rd St. to 142nd St. on Brown County 16  
382nd Ave. to 385th Ave. on Brown County 12W