



Division of Operations
Pierre Region Office
104 S. Garfield, Bldg. A
Pierre, South Dakota 57501-5405
605/773-3464 | Fax: 605/773-6215
dot.sd.gov

NOTICE TO CONTRACTORS

May 6, 2022

TO: INTERESTED BIDDERS

RE: PROJECTS 018-392 & 083-392
PCN i6L4
Bennett, Todd & Tripp Counties
Contractor Pick Up of Roadkill Animals and Miscellaneous Debris on US Highway 18
from MRM 129.2 (Batesland) to MRM 272.9 (Dallas)

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: <https://apps.sd.gov/HC65BidLetting/RegionDefault.aspx>

Please email the Pierre Region office for the DOT-123 form for bidding. Shelley.Larson@state.sd.us
The email request for the DOT-123 form will 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:

Contact Name / Company Name / Mailing Address / Phone Numbers

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 Thursday, May 19, 2022**. 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.

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 Tuesday, May 24, 2022**. At that time all submitted bids will be opened. Bids must be received in an envelope with “**US18 Roadkill Pickup (i6L4)**” 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: Melody Maeschen
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 at 605-842-0810 – Winner Area Engineer
Brad Norrid at 605-842-0810 – Winner Area Project Engineer Supervisor
Shelley Larson at 605-773-3464 – Senior Region Design Engineer
or Vance Martin at 605-845-6947 – Region Design Engineer

Respectfully,

DEPARTMENT OF TRANSPORTATION

Shelley M. Larson – Region Senior Design Engineer

cc: C. Bennett – Operations
J. Humphrey – Region Engineer
D. Sherman, B. Norrid – Winner Area
Project File

**SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION
CONTRACT PROPOSAL**

DOT-123
February 2021
1 of

CODE	PROJECT			MAINT UNIT	CONTROL REFERENCE	AFE	FUNCTION	BEGIN MRM	END MRM
	PRE	ROUTE	AGR						
		018		392		i6L4	2329	129.2	272.9

CITY AND/OR COUNTY: Bennett, Todd & Tripp BUDGET SOURCE: FY23 Cont. Maint. 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 18
from MRM 129.2 (Batesland) to MRM 272.9 (Dallas) 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 (018-392; PCN i6L4)	Lump Sum	LS	Lump Sum	
910E0420	Pick-up and Dispose of Road Kill Animals (Non-Deer) and Miscellaneous Debris, State Highways (018-392; PCN i6L4)	Lump Sum	LS	Lump Sum	
TOTAL					

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.

SUBSTANTIAL COMPLETION DATE <u>N/A</u>	PROPOSED START DATE <u>July 1, 2022</u>
FIELD WORK COMPLETION DATE <u>June 15, 2023</u>	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)	PHONE NUMBER _____
	FEDERAL TAX ID NUMBER _____

TO BE FILLED OUT BY STATE PERSONNEL:

The parties agree that the Department of Transportation may execute this contract by electronic signature.

RECOMMENDED FOR APPROVAL:		CONSTRUCTION & MAINTENANCE ENGINEER	DATE
AREA / REGION / OPS ENGINEER	DATE	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 Kill Deer/Antelope, Dead Animal, & Debris Pick-Up – Project Specifications
Project Number 018-392 & 083-392
PCN i6L4

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 18 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. Communicate to the Contractor any locations, including highway number, county, mileage reference marker (MRM), or another adequate location description, if a special pick-up of road-killed animals is required.
3. Advise the Contractor of any Road Kill animal that the SD GF&P wants to retrieve themselves for humanitarian, educational, or law enforcement purposes.
4. 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 this contract bid item. The first monthly payment will cover the period from July 1 to July 31, 2022 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.
5. Provide, at no cost to the Contractor, the Android or iOS SD Roadkill Collection Application for recording road-kill pick-ups.
6. Provide the Contractor training and technical support for the SD Roadkill Collection Application.
7. Pay the Contractor in accordance with the payment schedule included in this Agreement.

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B. The Contractor will:

1. Provide services as defined and described in this contract along US Highway 18 from Mile Post Number 129.2 (Batesland) to Mile Post Number 272.9 (Dallas); excluding the city limits of Martin (MRM 148.9 to MRM 150.5), Mission/Antelope (MRM 208.9 to 210.9), Winner (MRM 250.0 to MRM 253.8), and Colome (MRM 262.9 to MRM 263.6).
2. Conduct a complete trip of approximately 145 miles, a minimum of once per calendar week between July 2022 through June 15, 2023 and pick-up all debris, dead animals as described below, and Road Kill Deer/Antelope within the project limits as described in (B.1). All Road Kill pickup will be done during daylight hours only, unless otherwise approved by the Engineer. 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 will forfeit one fourth of the monthly payment per trip missed.
3. 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 voice mail service.
4. Notify Gregg Ulmer, SDDOT Highway Maintenance Supervisor, (605) 842-5386 within twenty-four (24) hours of the discovery of unsafe circumstances at any location that prevents the Contractor from reasonably accomplishing the services under this Agreement. The Contractor will work with the SDDOT to resolve any problems.
5. Provide the name of the landfill or the name of the landowner which will be used to dispose of dead animals to the Winner Area Engineer at the preconstruction meeting.

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 will 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 Troy Kruger @ (605) 840-2783
- Valentine Sanitary Landfill – Valentine, NE – Contact Eric Poland @ (402) 376-2809

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.

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B. The Contractor will: (Continued)

6. Use the SDDOT-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. The SD Roadkill Collection Application system requires a mobile device with an Android or iOS operating system which the Contractor must provide.
7. Dispatch a properly equipped Contractor truck with qualified driver, driving at a speed of 40-55 mph, to make one round trip per seven (7) day period, 50 weeks per contract year to pick-up debris and dead animals as described in (B.2). The Contractor will 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 may park their vehicle in the median or ditch only if damage to the right of way will not occur. The Contractor's removal operation will not interfere with the normal flow of traffic.
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 to 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 and the highway right of way. The safety vest(s) will meet or exceed the performance requirements of ANSI-107-2015 Class 2, American National Standard for High-Visibility Safety Apparel and Accessories.
10. Will provide services in compliance with the Americans with Disabilities Act of 1990 and any amendments.
11. 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 of US Highway 18 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 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.
12. Pick-up and properly dispose of all visible dead animals 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 US Highway 18 within the project limits described in (B.1). The Contractor must properly dispose of the entire carcass including antlers, meat, or skin. The Contractor will not harvest any part or parts from any road-killed animal. No deer/antelope or parts thereof may be sold, bartered, or traded.
 - Within the limits of Bennett and Todd Counties Road Killed Elk will also be picked up and disposed of.
13. Haul dead animals away from the public right-of-way in a leak proof container or vehicle.

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

14. 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 one hundred fifty 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/Elk picked up and disposed of over the contract period.
15. Perform work during daylight hours only unless additional working hours are approved by the Engineer.
16. 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
17. 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.
18. 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.

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B. The Contractor will: (Continued)

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 will 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 will meet the requirements of the South Dakota Workmen's Compensation Law.
- Before commencing the work, the Contractor will furnish certificates of insurance, certifying Department. The certificates of insurance will 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. 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.

- D. 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.

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- E. Debris consisting solely of tires may be dropped off at the South Dakota Department of Transportation Maintenance Shops located at Murdo and Winner. Tires will only be allowed to be dropped off during normal business hours as follows:
- October through April = Monday – Friday, 8am to 4:30 pm Central
 - May through September = Monday – Thursday, 7am to 5 pm Central

No weekend or non-business times outside of the above listed hours will be allowed for the disposal of tires at the State Maintenance Yards.

The Department of Transportation will arrange for the ultimate disposal of these tires.

- F. The Contractor is expected to make his own arrangements for disposal of all other debris not consisting of tires.
- G. All costs pertaining to mobilization and excise tax will be incidental to the associated contract lump sum price items.
- H. The South Dakota Department of Transportation and the Department of Game, Fish, and Parks reserve the right to refuse any and all bids.
- I. The contract may be renewed annually by construction change order, if all parties agree.
- J. 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.