DEPARTMENT OF TRANSPORTATION

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 22, 2023

TO: INTERESTED BIDDERS

RE: PROJECTS 0009-351
PCN i74H
Lyman, Stanley, Hughes, Hyde, Sully & Potter Counties
Contractor to pick up road killed deer on various routes in Pierre Area

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, June 1, 2023. 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, June 6, 2023. At that time all submitted bids will be opened. Bids must be received in an envelope with "Pierre Area Roadkill (i74H)" 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:
Dean VanDeWiele at 605-773-5294 - Pierre Area Engineer
Dan Vockrodt at 605-773-5294 – Pierre Area Engineering 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
Shelley M. Larson – Region Senior Design Engineer

cc: C. Bennett – Operations
J. Humphrey – Region Engineer
D. VanDeWiele, D. Vockrodt – Pierre Area
Project File

SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION

CONTRACT PROPOSAL

CODE	PROJECT PRE	PROJECT ROUTE	PROJECT AGR	MAINT UNIT	CONTROL REFERENCE	AFE	FUNCTION	BEGIN MRM	END MRM
	M	14W		351	0009	i74H	2740	203.4	228.35
	M	14E		351	0009	i74H	2740	228.35	263.2
	M	34		351	0009	i74H	2740	211.6	257
	M	083S		351	0009	i74H	2740	87.2	119.52
	M	083N		351	0009	i74H	2740	138.7	191.2
	M	1804		351	0009	i74H	2740	250.5	303.3
	M	1806		351	0009	i74H	2740	138.5	221.1
	M	212		351	0009	i74H	2740	208.1	244.9

CITY AND/OR COUNTY: Lyman, Stanley, Hughes, Hyde, Sully & Potter Co **BUDGET SOURCE:** FY24 Contr Maint DOT

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 to pick up road killed deer on various routes in Pierre Area as per attached specifications.

ESTIMATE OF QUANTITIES AND COST

BID ITEM NUMBER	ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
910E0400	Pick Up & Dispose of Road Kill Deer US Hwy 14W, MRM 203.4 to 228.35	15	Each		
910E0400	Pick Up & Dispose of Road Kill Deer US Hwy 14E, MRM 228.35 to 263.2 at Harrold SD	25	Each		
910E0400	Pick Up & Dispose of Road Kill Deer SD34, MRM 211.6 to 257.0 or Jct w/47	25	Each		
910E0400	Pick Up & Dispose of Road Kill Deer US83S, MRM 87.2 to 119.52 Pierre to I90	25	Each		
910E0400	Pick Up & Dispose of Road Kill Deer US83N, MRM 138.7 to 191.2 Pierre to SD20	50	Each		
910E0400	Pick Up & Dispose of Road Kill Deer SD1804, MRM 250.5 to 303.3 fm 14 to 212	35	Each		
910E0400	Pick Up & Dispose of Road Kill Deer SD1806, MRM 138.5 to 221.1 in Lyman/Stanley Co	10	Each		
910E0400	Pick Up & Dispose of Road Kill Deer US212, MRM 208.1 to 244.9 in Potter Co	15	Each		
				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 N/A
FIELD WORK COMPLETION DATE June 30, 2024
SUBSCRIBED AND SWORN TO BEFORE ME THE _____ **DAY OF** _____, 20__
NOTARY _____
My Commission Expires:
DATE _____ _____ **(SEAL)**

PROPOSED START DATE July 1, 2023
SIGNATURE _____
PRINTED NAME _____
COMPANY _____
STR. ADDRESS _____
CITY, STATE, ZIP _____
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-Killed Deer Project Specifications

The South Dakota Department of Transportation and the South Dakota Department of Game, Fish, and Parks, hereafter referred to as the STATE, are desirous of having road-killed deer promptly removed from the public right-of-way and disposed of properly.

The STATE agrees to:

1. The STATE 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.

2. Provide the State Highway Patrol, DOT vehicles, and Game, Fish, & Parks with highly visible, wire staff, plastic flags that will be used to mark road-killed deer locations. These flags are to mark locations of road-killed deer not easily seen.

3. The Contractor will use the SDDOT-approved 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 SDDOT will provide, at no cost to the Contractor, the Android or iOS SD Roadkill Collection Application for recording road-kill pick-ups. The SD Roadkill Collection Application system requires a mobile device with an Android or iOS operating system which the Contractor must provide. The SDDOT will provide the Contractor training and technical support for the SD Roadkill Collection Application.

4. The STATE will compensate the Contractor monthly, at the contract unit price, for each deer picked up and disposed of properly. Any payment questions and problems should go to SDDOT Pierre Area Office at 104 S. Garfield Ave. Building A, Pierre, SD 57501 or (605) 773-5294.

5. The STATE will provide the Contractor with two magnetic signs to be used on the vehicle used to pick up deer. These signs to will read “Deer Disposal Contractor”. The Contractor will return these signs to the STATE in good condition at the end of the contract. If the magnetic signs are damaged the Contractor will supply the STATE with replacement signs at no cost to the STATE.

The CONTRACTOR agrees to:

1. Pick up of road-killed deer will be no less frequent than Tuesdays and Fridays after being contacted by the STATE. Road-killed deer reported before noon Tuesday are to be picked up by the end of the work day on the following Friday. Road-killed deer reported before noon on Friday are to be picked up by the end of the work day on the following Tuesday. Continued failure to pick up road-killed deer may result in early contract termination by the STATE.

2. Contractor will provide the STATE with the name of a contact person along with a cell phone number and e-mail address. Contractor must have an e-mail account. Notification to the Contractor

of road-killed deer and location will be communicated **via e-mail**. E-mail timestamp will serve as guideline by which road-killed deer shall be picked up.

3. Dispatch properly equipped vehicles with qualified drivers to pick up the reported deer kill, unless circumstances intervene – such as illness or holidays. In such circumstances, the Contractor shall promptly notify the STATE so that other arrangements can be made. The Contractor will work with the STATE to resolve any such problems.

4. Pick up all road-killed deer located within the public highway right-of-way on routes as listed on the contract, regardless if reported or not. Contractor will notify the STATE of the locations of road-killed deer that were not reported but properly disposed of.

5. Advise the STATE within twenty-four (24) hours of the discovery of unsafe circumstances at any road-kill site that prevents the Contractor from reasonably accomplishing the pick-up of a road-killed deer.

6. Complete the "SDDOT Pierre Area Deer Kill Tally Sheet" (copy attached) and submit at the end of each month for payment. Monthly forms shall be submitted to SDDOT Pierre Area at 104 S. Garfield Ave. Building A, Pierre, SD 57501 either by mail or in person.

7. The Contractor will dispose of any plastic flags that have marked deer locations, along with the road-killed deer.

8. Maintain, in good working condition at all times, an amber warning light, strobe or rotating light, approved by the STATE. The amber light is to be placed on the upper rear or cab of each vehicle used under this contract. The amber light is to be operating and will promote safety while loading road-killed deer, traveling at speeds less than 40 mph, or otherwise occupying the right-of-way while performing services under this contract. This rotating light shall be a minimum of 55 watt halogen bulb.

9. The Contractor shall park his vehicle only on the shoulder of the roadway or on a field approach so as to keep all traffic lanes open.

10. The Contractor shall wear highly visible clothing and/or safety vests when working near traffic. Safety vests will need to meet ANSI-107-2004 Class 2 Standards.

11. Purchase and maintain commercial liability insurance for the duration of the Contract to cover property damage or bodily injury as imposed by law. This liability insurance shall contain a minimum coverage amount of $500,000.00. This insurance shall cover all operations under the contract, whether performed by the Contractor or a subcontractor. (**This liability insurance is above and beyond normal liability insurance typically associated with homeowners, automobile, etc. <u>The Bidder is strongly encouraged to contact and insurance company prior to submitting bids for this contract to obtain quotes for this insurance</u>**.)

12. Prior to commencing work, the Contractor shall furnish certificates of liability insurance in the amount of $500,000.00. The Contractor may not change carrier coverage unless the STATE has been given thirty (30) days written notice. This notice must be submitted to SDDOT Pierre Area at 104 S. Garfield Ave. Building A, Pierre, SD 57501.

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

14. The Contractor will dispose of each deer properly in accordance with all State laws, regulations, and County/City ordinances. Disposal regulations may be obtained from Nathan Baker with the SD Game, Fish, and Parks Services at (605) 223-7709.

15. The Contractor agrees to comply with the American Disabilities Act of 1990.

16. The Contractor is NOT entitled to harvest any part(s) from any road-killed deer. The entire carcass must be disposed of.

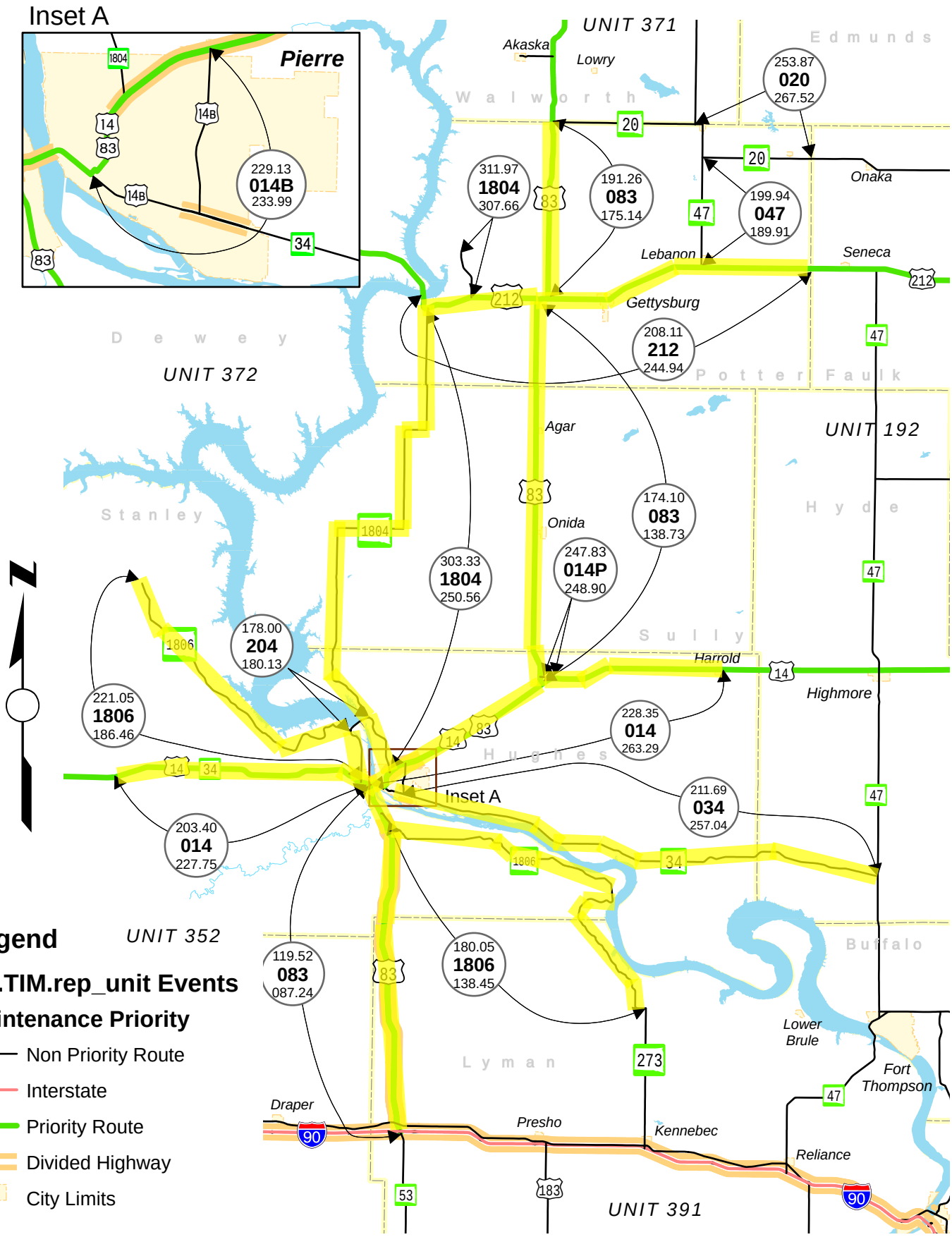
17. Provide services as defined and described above within the Pierre Area as shown on the enclosed map.

18. Indemnify, save and hold harmless, the STATE and all its employees and agents from any and all claims, demands, actions, or causes of actions of the work provided for under this contract, whether or not this Contractor is itself negligent or otherwise culpable.

SDDOT Pierre Area Deer Kill Tally Sheet

	JULY 2023	AUG 2023	SEPT 2023	OCT 2023	NOV 2023	DEC 2023	JAN 2024	FEB 2024	MAR 2024	APR 2024	MAY 2024	JUNE 2024	Total Deer/ Highway
14W													
14E													
34													
83S													
83N													
1804													
1806													
212													
Total Deer/ Month													

Pierre Region Maintenance Unit 351



Legend

TR.TIM.rep_unit Events

Maintenance Priority

- Non Priority Route
- Interstate
- Priority Route
- Divided Highway
- City Limits

December 2009