

July 14, 2010

NOTICE TO CONTRACTORS

Sealed bids will be received by the **South Dakota Department of Transportation, P.O. Box 1970, Rapid City, SD, 57709-1970** or may be hand delivered to the Rapid City Regional Office located at 2300 Eglin Street in Rapid City until 1:00 pm, MT, Tuesday July 27, 2010 for the following project:

<u>Proj. No.</u>	<u>County</u>	<u>Type of Work</u>	<u>Area Office</u>
000N-491, 000P-491 000N-492 & 000P-492	Custer & Fall River	Contractor Pick Up of Road Killed Deer and Small Animals	Custer

AVAILABILITY OF PLANS AND PROPOSALS:

Specifications and proposal forms are available at the Rapid City Regional Office and at the following website:
http://www.sddot.com/pe/projdev/bidlet_lettings_regional.asp

Contractors are encouraged to notify the Rapid City Regional Office at 394-2244 when they print plans. Their names will be added to a plan holders list and made available to the public.

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 PROPOSALS:

Returned Proposals shall include the following items all signed in ink:

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

Proposals shall be in sealed envelopes and clearly marked on the outside as to the content when delivered to the Regional Office by the time indicated for Opening. Proposals faxed to the office will not be accepted.

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.

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

DEPARTMENT OF TRANSPORTATION
Todd A. Seaman
Region Engineer

John Rehorst
Region Design Engineer

cc: J. Humphrey
File

ROAD-KILL ANIMAL AND DEBRIS PICK UP PROJECT SPECIFICATIONS

South Dakota Standard Specifications for Roads and Bridges, 2004 Edition and Required Provisions, Supplemental Specifications and/or Special Provisions as included in the Proposal shall 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 in Custer and Fall River Counties and disposed of properly.

The State agrees to:

1. Compensate the Contractor monthly for each trip to remove dead animals (exclusive of Road-Kill Deer/Antelope) and pick up debris. The monthly payments will be an amount approximately equal to one-eleventh of the contractor's lump sum bid for this contract bid item. The first monthly pay estimates will be adjusted so the remaining ten pay estimates result in a whole dollar amount. The Department of Transportation Area Office in Custer, SD will be the contact point for any payment questions or problems (605-673-4948).
2. Provide the Contractor with a supply of Road-Kill Deer/Antelope reporting forms.
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.

The Contractor agrees to:

1. Conduct a complete round trip, approximately 148 miles, a minimum of twice per week and pick up all debris, dead animals as described below, and Road-Kill Deer/Antelope within the project limits. Sequential trips will be no closer than three days and no further than four days apart. Contractor will notify the Custer Area Office one working day prior to starting the pick up cycle. If the Contractor fails to conduct two complete round trips per week, as specified in this proposal, the Contractor shall forfeit one tenth of the monthly payment per trip missed.
2. Dispose of each dead animal, Road-Kill Deer/Antelope, and any debris properly in accordance with all state laws, regulations, and county/city ordinances.

3. Pick up and properly dispose of all debris larger than 1 cubic foot, e.g. tires, wood, metal or plastic items located within the 10 feet of the outside shoulder of the highway. The contractor will notify the South Dakota Department of Transportation Custer Area Office, 605-673-4948, 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 SDDOT Highway Maintenance Supervisor (605-673-4948), for removal.

4. 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 or within the project limits described. The Contractor will notify the SDDOT Highway Maintenance Supervisor, (605-673-4948), within 24 hours of the discovery of unsafe circumstances at any road kill site that prevents the Contractor from accomplishing the road kill removal.

5. Provide services as defined and described in this contract along –

(a) Hwy 16 MRM 00.00 (Custer County) the Wyoming State Line to MRM 41.51 (NE city limits in Hill City) Pennington County.

(b) Hwy 385 (Custer County) MRM 49.2 North Boundary of Wind Cave National Park to MRM 66.93 (Jct Hwy 16 & 385) in Custer.

(c) Hwy 16A (Custer County) from Custer MRM 22.5 to MRM 39.01 (Jct Hwy 385 to Jct Hwy 36).

(d) Hwy 89 from MRM 29.75 to MRM 39.00 Hwy 89 from Pringle-south to Minnekota (Hwy 89/18 Jct).

(e) Hwy 79 from MRM 26.75 to MRM 59.10, Jct 36 south of Hermosa south to Jct 18/385 at Maverick.

(f) Hwy 36 from Jct 79 to Jct 16A, MRM 36.00 to 45.00.

(g) Hwy 18 from Minnekota Jct 18/89 to Maverick Jct 18/385/79, MRM 24.09 to 44.67.

6. Dispatch a properly equipped Contractor truck with qualified driver to make two round trips per week, to pick up debris and dead animals. The Contractor shall park his vehicle in a manner to keep all traffic lanes open. The Contractor's removal operation shall not interfere with the normal flow of traffic.

7. Maintain a revolving amber warning light to be operating whenever the contractor vehicle is stopped or traveling less than 40-mph within the project limits. This amber light will be located on the upper rear or cab of each vehicle used under this contract. The amber light will promote safety while loading debris or dead animals or otherwise occupying the right-of-way in performing services under this contract. This light shall be a minimum of 55-watt halogen bulb for the rotating light. A flashing type of warning light will not be permitted for this contract.

8. The Contractor's personnel shall be required 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) 107-1999 for class 2 performance.

9. Complete a State furnished Road-Kill Deer/Antelope report form for each week, listing each deer/antelope collected and location by County. The forms shall be delivered at the end of each month to the South Dakota Department of Transportation, Custer Area Office, P.O. Box 431, Custer, SD 57730-0431. These forms must be submitted prior to the Custer Area Office processing the monthly billing for payment.

10. Provide a contact person and telephone number to the Custer Area office upon contract award. This telephone must be equipped with a working answering machine.

11. 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.

12. 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. This liability insurance shall be purchased from insurance companies authorized to do business in the State of South Dakota and shall contain a minimum coverage amount of \$500,000.00. The insurance shall cover all operations under the Contract, whether performed by the Contractor or Subcontractors.

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

14. 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 of \$500,000.00 is carried to protect the public from bodily injuries or property damage liability sustained by reason of pursuing the contract work.

The Contractor is expected to make his own arrangements for disposal of all debris. Debris consisting solely of tires may be dropped off at the South Dakota Department of Transportation Maintenance Shop located at Custer. Department of Transportation will arrange for the ultimate disposal of these tires.

The bid item "Pick Up and Disposal of Road-Kill Deer/Antelope" is a lump sum bid item and will include all costs to pick up and properly dispose of Road-Kill Deer/Antelope. The lump sum price for this contract will be based on an average annual deer/antelope-kill total of five hundred animals per year. 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.

Dead animals may be disposed of 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 Renders, Livestock Industry Board, at (605) 773-3321 for information pertaining to disposing dead animals on private property.

Dead animals may also be disposed of at the following landfills:

- Rapid City Landfill – Rapid City, S.D.

- Custer Landfill – Custer, S.D.

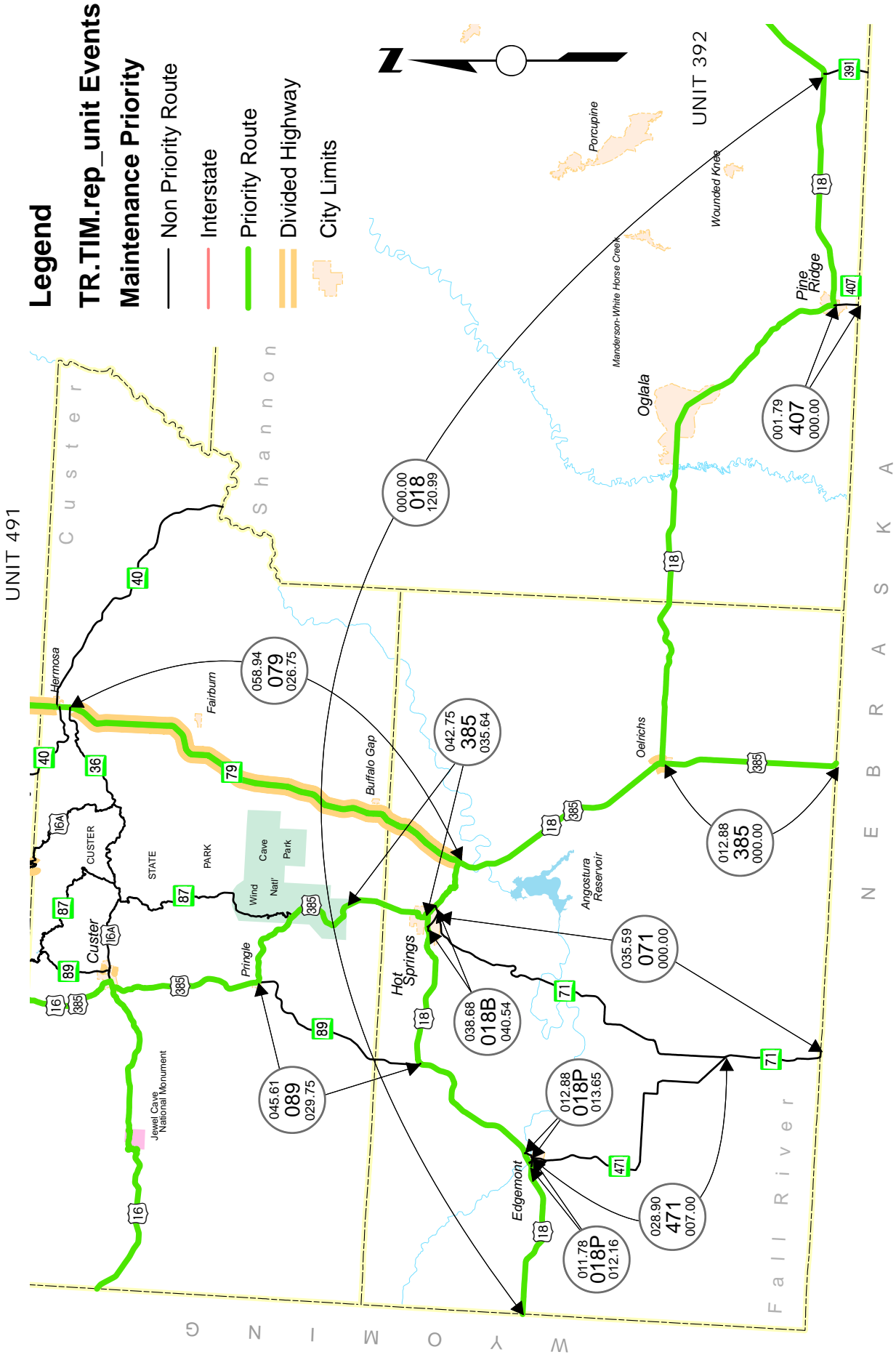
Dead animals must be hauled away from the public right-of-way in a leak proof container or vehicle.

The Contract time shall be August 1st, 2010 through June 30th, 2011.

All costs pertaining to mobilization and excise tax shall be incidental to the associated contract bid items.

The South Dakota Department of Transportation and the Department of Game, Fish, and Parks reserve the right to refuse any and all bids.

Rapid City Region Maintenance Unit 492



March 2009