

**North Dakota Department of Transportation
INVITATION TO BID**

NDDOT Contract # 50141825

Bid Number: 928-93-14-050	Bid Opening Date & Time: 09/16/2014 02:00 PM
Items: Vehicle Detailing	Buyer: Sue Eberle
Bid Mailing Address: 608 East Boulevard Avenue	Telephone Number: 701-328-4465
City, State, Zip: Bismarck, ND 58505-0700	Email: seberle@nd.gov
Contract Period: 10/01/2014 TO 09/30/2015	Date Prepared: 08/29/2014

BID RESPONSE

Please submit your bid response on the attached forms in conformance with the instructions and specifications in the NDAC 04-12-01 – 04-12-16. One copy of your bid response must be returned to the North Dakota Department of Transportation (NDOT) prior to the time and date specified for the bid opening. Bid responses received after the time and day specified for the bid opening will be rejected. Mark envelope with word "BID" and the opening time and date. **If your bid response is accepted by NDDOT, then your bid response will constitute a binding contract.**

CONTRACT

This contract is made and entered into by and between NDDOT for the state of North Dakota (hereinafter state) and

Vendor Name <u>Dukes Carwash & Detail Center Inc</u>	Vendor Address <u>927 Hwy 2 East, Devils Lake, ND 58301</u>
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(hereinafter vendor). In consideration of and for the acceptance by the state of the offer made by the vendor pursuant to the bid response, the vendor agrees and promises to sell, furnish, and deliver to the state, at the time, places, and prices specified in the bid response, all goods, merchandise, supplies, commodities, equipment, or other items contained in the bid response and for which the vendor has been awarded this contract by the state. The vendor shall fully perform this contract in accordance with the terms and conditions contained in the bid response including all specifications, rules, or regulations mentioned therein, and shall comply with all applicable provisions of the NDAC 04-12-01 – 04-12-16 promulgated by the State Purchasing Division; such manual being made a part of this contract by reference. The Risk Management Appendix and Civil Rights Appendix, both attached, are hereby incorporated into and made a part of this agreement.

The following must be completed by the vendor; failure to do so may result in the rejection of the vendors bid proposal.

Vendor Name <u>Dukes Carwash & Detail Center Inc</u>		
Mailing Address <u>PO Box 955 Devils Lake, N.D. 58301</u>		
Telephone Number <u>701-662-6666</u>	Fax Number <u>701-662-6663</u>	E-mail Address <u>gary.wilhelmi@hotmail.com</u>

Gary Wilhelmi - Pres
Name & Title (Type or Print)

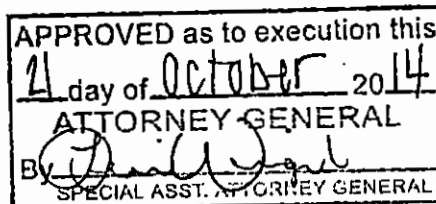
Gary Wilhelmi
Signature

9-13-14
Date

To be signed by Owner; Partner; Corp. Pres., Vice Pres., or other authorized Corp. Officer or bid may be rejected. (if signed by other authorized Corp. Officer, please attach copy of Power of Attorney or other documentation showing authority to sign.)

FOR ND DEPARTMENT OF TRANSPORTATION USE ONLY Accepted by the state according to provisions of award.

Authorized Signature <u>Grant Levi</u>	Date <u>10/22/14</u>
Recommended for approval <u>Robin R. Berg</u>	Date <u>10-15-14</u>
Approximate contract amount \$ <u>Unknown</u>	



CLA 7480 (Div. 50)

MAILING INSTRUCTIONS

Mail only one completed and signed request for bid document per envelope, unless instructed otherwise. Request for bid documents not signed or received after the date and time specified in the request for bid will be rejected.

BID IS: ☒ SEALED ☐ NOT SEALED

Address the envelope containing your response in the following manner:

BID NUMBER - 928-93-14-050
BID OPENING DATE/TIME - SEPTEMBER 16, 2014, 2:00 P.M.
N. D. DEPT. OF TRANSPORTATION
PROCUREMENT SECTION
608 E BOULEVARD AVE
BISMARCK ND 58505-0700

BIDDERS INSTRUCTIONS

1. **Acceptance/Rejection/Waiver.** The state of North Dakota reserves the right to accept or reject any or all bids and to waive minor irregularities or technicalities, provided such waiver does not substantially change the offer or provide a competitive advantage to any vendor, in the judgment of the state.
2. **Affirmative Action.** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of individuals with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.
3. **Assistance to Bidders with a Disability.** Bidders with a disability that need an accommodation must contact the Procurement Officer prior to the deadline for receipt of bids so that reasonable accommodations can be made.
4. **Alterations and/or Corrections.** The person signing the bid response must initial any or all manual alterations and/or corrections to the bid response. Those bid responses with alterations and/or corrections that are not initialed may be rejected.
5. **Award.** Award will be made to a responsive, responsible bidder with the lowest price considering conformity with specifications, terms of delivery, quality, and serviceability. NDDOT reserves the right to consider bids varying in minor respects from any specific requirements herein, but judged to meet the intent of this request.

Contracts are not awarded at the bid opening. Bid responses will be firm for 30 days, unless stated otherwise.
6. **Awards, Splitting of.** The state reserves the right to make awards by item, groups of items, or on the total low bid for all the items specified as indicated in the detailed specifications. Bidders interested only in the total low bid for all items are to state 'all or nothing' on their bid response.
7. **Bidder Checklist.** HAVE YOU REMEMBERED TO:
 - Bid F.O.B. Destination (Ship To: Address) Freight Prepaid.
 - Mark envelope as indicated.
 - Review Standard Terms and Conditions contained in this solicitation.
 - Sign your bid on the cover sheet.
 - Initial all bid/pricing changes you made.
 - Bid responses must be submitted in ink or type written.
 - Review and complete all requirements contained in this solicitation to ensure compliance.
8. **Bidder's Responsibility and Late Bids.** It is the bidder's responsibility to ensure that a bid response is physically deposited with the NDDOT Procurement Office prior to the date and time specified for the opening. Late bid responses will not be opened and will be rejected and returned regardless of the degree of lateness or the reasons. It is the bidder's responsibility to comply with the State of North Dakota's laws and regulations.

9. **Bid Summary.** Bid summaries are available when the bid has been awarded. When bids are issued using the State's electronic bidding system, the bid summary will be posted and available for download from:
<http://www.nd.gov/spo/>

Bid summaries will be mailed to those bidders who supply a self-addressed, stamped envelope with their bid response. A copy of the bid summary may also be obtained by visiting the NDDOT Procurement Office during normal working hours.

10. **Bid Bond.** Waived in this instance; however, bidder(s) failing to enter into a contract with this office, upon notification of award, may be subject to removal from the bidder's list.

11. **Clarifications, Bid Changes and Questions Deadline.** The Procurement Officer is the point of contact. Any irregularities, lack of clarity, requested bid changes and all questions regarding this bid and the procurement process must be addressed to the Procurement Officer referenced on the first page of this document not later than end of business September 10, 2014. (Contact information is indicated on cover page). If a bid amendment is required, it will generally be issued after this date.

The bidder is cautioned that the requirement of this solicitation can be altered only by written amendments and that verbal communications from whatever source are of no effect.

12. **Definitions.**

- Bidder - any person or firm submitting a competitive bid in response to a solicitation.
- Bid summary - a summary of all bid responses received by the NDDOT Procurement Office.
- Bid response - the executed document submitted by a bidder in response to a solicitation.
- Contract - a deliberate written agreement between two or more competent persons to perform specific act or acts.
- Contractor - any person or firm having a contract with a governmental body.
- Solicitation - the process of notifying prospective bidders that the state wishes to receive bids for furnishing goods or services.

13. **Deviation from Specifications Supplied by NDDOT.** Unless otherwise indicated by the bidder, it will be assumed that specifications will be met in all respects. Any deviation from the minimum specifications indicated herein must be clearly pointed out PRIOR TO THE DEADLINE FOR RECEIPT OF QUESTIONS; otherwise, it will be considered that the items offered are in strict compliance with these specifications, and the bidder will be held responsible.

14. **Electronic & Facsimile Bids.** Bid responses are not to be email attached or faxed to the NDDOT unless this transmittal method has been authorized by the Procurement Officer or bid document. (Contact the Procurement officer regarding additional requirements and exceptions.) Bid responses electronically submitted or faxed may be rejected as non-responsive.

15. **Freight/F.O.B. Destination.** Freight and transportation charges are to be included in the price of the products, unless otherwise specified in the solicitation. (F.O.B. - Free On Board).

16. **Indemnification.** The attached Risk Management will be incorporated into the contract. The successful Bidder may be required to furnish proof of insurance, as detailed in the Risk Management Appendix.

17. **Multiple Bid(s).** Bidders may submit more than one bid response(s) for the item(s) specified in the solicitation. Each bid submitted must comply in all aspects with the bid requirements and these instructions.

18. **Negotiation.** NDDOT reserves the right to negotiate with the successful bidder to ensure the best possible consideration is afforded to all concerned.

19. **Open Records.** After award, bid documents will be subject to the North Dakota open records law. Records are closed or confidential only if specifically stated in law. If a request for public information is received, the procurement officer will determine whether the information is an exception to the North Dakota open records law, and the information will be processed appropriately. Those interested in reviewing the bid file are to make arrangements with the NDDOT Procurement Office. The NDDOT Procurement Office hours are 8:00 a.m. - 12:00 p.m. and 1:00 p.m. - 5:00 p.m. Monday through Friday.

20. **Performance Bond.** Successful bidders will not be required to furnish a performance bond; however, failure to perform satisfactorily will result in the immediate termination of the contract(s) and bidders may be subject to removal from the bidder's list.

21. **Preparation of Bid.** Bids will be accepted on NDDOT forms only. If the document is located on the State Procurement Office website, then bidder is to download the document and type or write their responses as indicated by the bid document. Alteration of the bid document may be cause for bid rejection. Bidders are cautioned to examine specifications and all instructions. Failure to do so will be at the bidder's risk.

22. **Pricing.** Unit prices are to be stated in United States currency and based on the unit of measurement specified in the solicitation, F.O.B. Destination, to the NDDOT delivery locations specified herein.

In the event of mathematical differences between the unit price and extended total, the unit price will prevail.

23. **Protest of Award.** An interested party may protest the award within seven days after receiving notice in accordance with N.D.C.C. 54-44.4-12 and N.D.A.C. 4-12-14.

24. **Receipt of Bids.** All sealed bids received by the NDDOT Procurement Office will be opened and read at 608 East Boulevard Avenue, Bismarck, North Dakota, at the time specified in the solicitation.

25. **Rejection.** Bid responses may be rejected if:

- The bid response is not legible.
- The bid response is not submitted on the form supplied.
- The bid response is not completed as requested.
- The bid response is completed and/or signed in pencil.
- The bid response is faxed to the procurement office.
- The bid response is not signed by an authorized company representative.
- The bid response is not responsive to the specifications or other requirements of the solicitation.
- Changes to the bid response are not initialed.
- The bid response is received after the time and date specified.
- The bidder has not met Vendor Registration requirements or is suspended or debarred.
- The bid document has been altered by the bidder.
- The bidder is determined to be not responsible (N.D.A.C. 4-12-11-04).
- The price is not fair and reasonable
- Or a combination of above.

26. **Signature.** The bid must be signed manually in ink. The name and title of the person signing the bid response must be typed or printed above the signature. The bid must be signed by **Owner, Partner, Corp. Pres., Vice Pres., or other authorized Corp. Officer** or the bid may be rejected. If signed by other authorized Corp. Officer or representative, please attach a letter signed by the Owner, Partner, Corp. Pres., or Vice Pres. indicating the individual has authority to enter into a contract on behalf of the company (or a Power of Attorney).

27. **Supplemental Terms and Conditions.** Bids including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with any conditions contained in this ITB or that diminish the State's rights will be considered null and void. The State is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award.

After award of contract:

- a) If a conflict arises between a supplemental term or condition included in the bid and a term or condition of the ITB, the term or condition of the ITB will prevail, and,
- b) If the State's rights would be diminished as a result of application of a supplemental term or condition included in the bid, the supplemental term or condition will be considered null and void.

Changes, modifications, additions, or alterations to the bid document could be cause for rejection of the submitted bid at the sole discretion of the NDDOT. Contact the Procurement Officer in writing prior to the deadline for clarifications.

28. **Taxes.** The State does not pay sales tax or federal excise tax. The state sales tax exemption number is E-2001. The federal tax-free transaction number is 45-0309764.

29. **Vendor Registration.** Bids will be accepted from bidders who are not currently Approved Bidders for the State of North Dakota; however, the successful bidder may be required to become approved prior to award, in accordance with N.D.C.C. 54-44.4-09. To become an Approved Bidder, you must: 1) register with the North Dakota Secretary of State (fees apply), and 2) submit a completed Bidder List Application to the ND State Procurement Office. Registration instructions and forms are available on-line at: www.nd.gov/spo/vendor. Contact the ND State Procurement Office at 701-328-2683 or infospo@nd.gov for assistance.

30. **Withdrawal or changes to a bid response prior to the bid opening date and time.** A bidder may withdraw or make a change to his bid response prior to the bid opening date and time. The request to make a change or withdraw must be in writing by a representative of the firm. The request to withdraw or change must be signed by the bidder or his designated representatives.

31. **Withdrawals after the bid opening date and time.** Withdrawals after the bid opening will be allowed only upon written approval from the NDDOT Procurement Office. Vendors continually withdrawing bids after the bid opening may be removed from the Vendor Database.

GENERAL CONTRACT TERMS AND CONDITIONS

1. **Applicable Law and Venue.** Any dispute arising out of this agreement will be resolved under the laws of the State of North Dakota.

2. **Binding Contract.** The acceptance of a bid response in writing by the purchasing agency constitutes a contract between the bidder and the State. Written acceptance from the purchasing agency will be in the form of a purchase order, notification of award, or contract. Any oral agreement or arrangement by a bidder with a State employee or purchasing agency will have no force or effect unless reduced to writing.

3. **Compliance with Laws, Nondiscrimination and Affirmative Action.** The contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations and policies, including those relating to nondiscrimination, affirmative action, accessibility and civil rights including Title VI of the Civil Rights Act of 1964. The contractor agrees to file all required reports on time, to make required payroll deductions, and to pay all taxes and premiums owed on time, including sales and use taxes and unemployment compensation and workers' compensation premiums. The contractor shall have and keep current at all times during the term of this contract all licenses and permits required by law.

4. **Contract Amendments, Waivers.** After a binding contract has been entered into, no changes (i.e. additions, substitutions, subcontracting or a price adjustment) may be made, unless prior approval has been obtained from the purchasing agency and Procurement Officer.

The terms of this contract shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties. No waiver consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.

5. **Contract Term and Renewal Option.** The NDDOT will enter into a contract with an effective date beginning October 1, 2014, and ending September 30, 2015, inclusive. This contract may be renewed upon satisfactory completion of the initial contract term. The NDDOT reserves the right to execute up to two options to renew this contract for a period of twelve (12) months each, not to exceed thirty-six (36) months total. Renewals will be documented by amendment.

The NDDOT reserves the right to renegotiate price and terms provided that such negotiated price and terms fall within the original scope of work for this bid. Negotiations may be conducted annually or at such times that additional and unexpected services falling within the scope of the contract may occur. Such changes will be documented by amendment to the contract.

6. **Contract Termination.**

- a. **Termination without Cause.** This contract may be terminated by mutual consent of both parties, or by either party upon 30 days' written notice.
- b. **Termination for Lack of Funding or Authority.** The State may terminate this contract effective upon delivery of written notice to the contractor, or on any later date stated in the notice, under any of the following conditions:
- If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term. The contract may be modified by agreement of the parties in writing to accommodate a reduction in funds.
 - If federal or state regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
 - If any license or certificate required by law or regulation to be held by the contractor to provide the services required by the contract is for any reason denied, revoked or not renewed.
- Any such termination of this contract under (i), (ii), or (iii), above, shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
- c. **Termination for Cause.** The State by written notice of default to the contractor may terminate the whole or any part of this contract:
- If the contractor fails to provide services required by this contract within the time specified herein or any extension thereof; or
 - If the contractor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms and after receipt of written notice from the State, fails to correct such failures within ten days or such longer period as NDDOT may authorize.
 - The rights and remedies of the State provided in the above clause related to defaults by the contractor are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- d. **Termination, Deliveries.** If the contract is terminated for any reason, the contractor is responsible for delivery of all commodities and services ordered prior to the termination, unless those orders had been canceled by the Purchasing Agency or Entity.

7. **Contract Price Adjustment.** The Contract Unit Prices shall be firm for the twelve (12) months of the contract period. On an annual basis, all unit prices may be subject to price adjustment (increase / decrease). The request for a price adjustment shall be submitted to the Procurement Office at least forty five (45) days before the scheduled contract expiration date and must include justification for the proposed change. The Procurement Officer will respond as follows:

- 1) The request may be granted,
- 2) The contract may be cancelled and solicitation may be re-advertised, or
- 3) The contract may be continued without change.

If a price increase is approved by the NDDOT, the date the increase will be effective along with the new unit prices will be included in an amendment document. Approval of any price increase renews the twelve month firm price period.

The State shall also be advised of and receive the benefit of any price decrease. The same notification and review process will apply to a decrease in cost.

8. **Materials and Workmanship.** All material and workmanship shall be subject to inspection and testing at the discretion of the purchasing agency.

9. **Inspection and Investigations.** The State reserves the right to conduct inspections and investigations related to the bidder and offered commodities or services to make determinations regarding compliance with the bid requirements and responsibility of the bidder.

10. **Billing and Payment Procedures.** Payment will normally be made within thirty days after delivery and acceptance of commodities or services under this contract and receipt of a correct invoice. All invoices and payment inquiries must be directed to personnel as indicated in Specific Terms and Conditions below.

11. **Subcontracts, Assignment.** The contractor shall not subcontract, assign or transfer the contractor's interests or duties under this contract without express written consent of the purchasing agency.

12. **Successors in Interest.** The provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

13. **Receiving.** Deliveries must arrive at the designated destination(s) during normal business hours unless other shipping/receiving instructions are issued by NDDOT personnel. The contractor shall contact the NDDOT to schedule delivery dates and times at least 24 hours in advance of delivery.

All NDDOT offices will be closed in recognition of State holidays. Any day declared a holiday by the President or Governor will also be recognized by office closure.

14. **Service Representative.** The contractor must provide a dedicated customer service representative to provide support for this contract. The contractor shall notify the Procurement Officer in the event the representative is changed.

NAME: Gary Wilhelmi
(Name of person servicing this contract)

BUSINESS NAME: Dukes Carwash & Detail Center Inc

MAILING ADDRESS: PO Box 955

CITY & STATE: Devils Lake, N.D. ZIP CODE: 58301

PHONE NUMBER: 701-662-6666 TOLL FREE: _____

FAX NUMBER: 701-662-6663 E-MAIL: garywilhelmi@hotmail.com

SPECIFIC TERMS AND CONDITIONS

The North Dakota Department of Transportation State Fleet Services (NDDOT) seeks vehicle detailing services statewide. The successful bidder will be required to furnish complete services pertinent to the detailing of State Fleet vehicles.

The NDDOT has eight district offices and two university shop locations. The awarded contractor will be responsible for the pickup and delivery of all vehicles which will be located at the shop location as indicated below for each location awarded. In all instances, the vendor will need to contact shop supervisors to acquire the keys, and to arrange the pick-up and return of vehicles.

The majority of detailing will be the preparation of surplus State Fleet vehicles for auction. The detailing service may also be utilized during the term of the contract for other State Fleet vehicles which are in-service. Timely turnaround is expected and no specific appointments will be required.

Approximately 400 State Fleet vehicles are sold by auction annually. Units consist of: Highway Patrol cars, small and large SUV's and vans, light and heavy duty pickups, mid-size cars, and miscellaneous vehicles. The exact quantity and mix of vehicles for each location is unknown at this time.

The NDDOT reserves the right to execute any or all of the price options depending upon the actual auction vehicle listing and condition of the vehicles. No minimum guarantee is implied.

The department will be conducting live auctions in Bismarck and Fargo annually. The awarded contractor will receive a list of live auction sale dates. These dates are determined in the spring of the year. Additionally, State Fleet vehicles located statewide will be sold through an on-line auction service.

The awarded contractor shall be responsible for damage to vehicles during the entire time they are in the contractor's possession.

The awarded contractor will use cleaning products designed for a vehicle detailing service. Should it be: mats, tires, and dash reconditioning products are to be commercially available and designed for such use, no "home brewed" oil mixtures, etc.

The primary contacts for this contract will be Sommer Hunke (328-3064) of State Fleet Services for the live auctions and/or the district shop supervisors as indicated in the chart below for on line sales.

For live auction vehicles, a list of vehicles to be auctioned that require detailing will be provided approximately three to four weeks prior to the live auction sale date.

All invoices for vehicle detailing for auction sales, regardless of location, are to be sent to Sommer Hunke in State Fleet Services for payment. Live auction invoices are for the entire lot and can be submitted after the last detailed vehicle has been returned to the location. Other detail invoices can be sent as work is completed.

The district shop supervisors may schedule the detailing of miscellaneous in-service vehicles as the need arises. Invoices for in-service vehicle cleaning are to be sent to the district shop supervisors as indicated in the chart below. There may be exceptions when another state agency will be responsible for payment. Directions for invoicing will be given at that time.

Bid Response Items

ITEM NO. 1: Full interior detail	ITEM NO. 2 Interior cleaning for in-service vehicles	OPTION NO. 1: Exterior wash in addition to item 1 or 2	OPTION NO. 2: Exterior polish in addition to item 2
<ul style="list-style-type: none"> • Vacuum – extremely thorough • Complete trunk cleaning • Shampoo/steam clean carpets, seats and floor mats (recondition rubber mats) • Remove spots from carpet and upholstery • Clean windows and mirrors • Clean all interior – under seats, glove compartments, cup holders, center console, air vents, etc. • Clean and treat dash, instrument panel, and all other vinyl surfaces • Clean door jams 	<ul style="list-style-type: none"> • Vacuum – extremely thorough • Complete trunk cleaning • Remove spots from carpet and upholstery • Clean windows and mirrors • Clean all interior – under seats, glove compartments, cup holders, center console, air vents, etc. • Clean and treat dash, instrument panel, and all other vinyl surfaces • Clean door jams 	<ul style="list-style-type: none"> • Remove bugs and tar • Wash • Clean tires • Clean rims • Clean wheel wells • Rinse out pickup boxes 	<ul style="list-style-type: none"> • Polish/wax to remove light scratches, remove oxidation, and enhance gloss

Bid Response Pricing:

Please provide a bid response for each district location for which you will be able to provide service.

DISTRICT	ITEM 1 BID PRICE PER UNIT	ITEM 2 BID PRICE PER UNIT	Option 1 BID PRICE PER UNIT	Option 2 BID PRICE PER UNIT
Bismarck	Sedans \$ _____	Sedans \$ _____	Sedans \$ _____	Sedans \$ _____
	Vans/SUVs \$ _____	Vans/SUVs \$ _____	Vans/SUVs \$ _____	Vans/SUVs \$ _____
	Pickups \$ _____	Pickups \$ _____	Pickups \$ _____	Pickups \$ _____
Valley City	Sedans \$ _____	Sedans \$ _____	Sedans \$ _____	Sedans \$ _____
	Vans/SUVs \$ _____	Vans/SUVs \$ _____	Vans/SUVs \$ _____	Vans/SUVs \$ _____
	Pickups \$ _____	Pickups \$ _____	Pickups \$ _____	Pickups \$ _____

BIDDER _____

DISTRICT	ITEM 1 BID PRICE PER UNIT	ITEM 2 BID PRICE PER UNIT	Option 1 BID PRICE PER UNIT	Option 2 BID PRICE PER UNIT
Devils Lake	Sedans \$ 200 ⁰⁰	Sedans \$ 150 ⁰⁰	Sedans \$ 75 ⁰⁰	Sedans \$ 100 ⁰⁰
	Vans/SUVs \$ 200 ⁰⁰	Vans/SUVs \$ 150 ⁰⁰	Vans/SUVs \$ 75 ⁰⁰	Vans/SUVs \$ 100 ⁰⁰
	Pickups \$ 200 ⁰⁰	Pickups \$ 150 ⁰⁰	Pickups \$ 75 ⁰⁰	Pickups \$ 100 ⁰⁰
Minot	Sedans \$	Sedans \$	Sedans \$	Sedans \$
	Vans/SUVs \$	Vans/SUVs \$	Vans/SUVs \$	Vans/SUVs \$
	Pickups \$	Pickups \$	Pickups \$	Pickups \$
Dickinson	Sedans \$	Sedans \$	Sedans \$	Sedans \$
	Vans/SUVs \$	Vans/SUVs \$	Vans/SUVs \$	Vans/SUVs \$
	Pickups \$	Pickups \$	Pickups \$	Pickups \$
Grand Forks	Sedans \$	Sedans \$	Sedans \$	Sedans \$
	Vans/SUVs \$	Vans/SUVs \$	Vans/SUVs \$	Vans/SUVs \$
	Pickups \$	Pickups \$	Pickups \$	Pickups \$
Williston	Sedans \$	Sedans \$	Sedans \$	Sedans \$
	Vans/SUVs \$	Vans/SUVs \$	Vans/SUVs \$	Vans/SUVs \$
	Pickups \$	Pickups \$	Pickups \$	Pickups \$
Fargo	Sedans \$	Sedans \$	Sedans \$	Sedans \$
	Vans/SUVs \$	Vans/SUVs \$	Vans/SUVs \$	Vans/SUVs \$
	Pickups \$	Pickups \$	Pickups \$	Pickups \$
UND- Grand Forks	Sedans \$	Sedans \$	Sedans \$	Sedans \$
	Vans/SUVs \$	Vans/SUVs \$	Vans/SUVs \$	Vans/SUVs \$
	Pickups \$	Pickups \$	Pickups \$	Pickups \$
NDSU- Fargo	Sedans \$	Sedans \$	Sedans \$	Sedans \$
	Vans/SUVs \$	Vans/SUVs \$	Vans/SUVs \$	Vans/SUVs \$
	Pickups \$	Pickups \$	Pickups \$	Pickups \$

BIDDER

Ray Will

Contractor Facility and Contact Information

BISMARCK DISTRICT SERVICE FACILITY

SERVICE CONTACT NAME _____

BUSINESS NAME: _____

SERVICE ADDRESS: _____

CITY & STATE: _____ ZIP CODE: _____

PHONE NUMBER: _____ TOLL FREE: _____

FAX NUMBER: _____ EMAIL: _____

VALLEY CITY DISTRICT SERVICE FACILITY

SERVICE CONTACT NAME _____

BUSINESS NAME: _____

SERVICE ADDRESS: _____

CITY & STATE: _____ ZIP CODE: _____

PHONE NUMBER: _____ TOLL FREE: _____

FAX NUMBER: _____ EMAIL: _____

DEVILS LAKE DISTRICT SERVICE FACILITY

SERVICE CONTACT NAME GARY Wilhelm

BUSINESS NAME: Duke Carwash & Detail Center Inc

SERVICE ADDRESS: 927 Hwy 2 E.

CITY & STATE: Devils Lake N.D ZIP CODE: 58301

PHONE NUMBER: 701-662-6666 TOLL FREE: _____

FAX NUMBER: 701-662-6663 EMAIL: gary.wilhelmi@hotmail.com

MINOT DISTRICT SERVICE FACILITY

SERVICE CONTACT NAME _____

BUSINESS NAME: _____

SERVICE ADDRESS: _____

CITY & STATE: _____ ZIP CODE: _____

PHONE NUMBER: _____ TOLL FREE: _____

FAX NUMBER: _____ EMAIL: _____

BIDDER

Gary Wilhelm

DICKINSON DISTRICT SERVICE FACILITY

SERVICE CONTACT NAME _____

BUSINESS NAME: _____

SERVICE ADDRESS: _____

CITY & STATE: _____ ZIP CODE: _____

PHONE NUMBER: _____ TOLL FREE: _____

FAX NUMBER: _____ EMAIL: _____

GRAND FORKS DISTRICT SERVICE FACILITY

SERVICE CONTACT NAME _____

BUSINESS NAME: _____

SERVICE ADDRESS: _____

CITY & STATE: _____ ZIP CODE: _____

PHONE NUMBER: _____ TOLL FREE: _____

FAX NUMBER: _____ EMAIL: _____

WILLISTON DISTRICT SERVICE FACILITY

SERVICE CONTACT NAME _____

BUSINESS NAME: _____

SERVICE ADDRESS: _____

CITY & STATE: _____ ZIP CODE: _____

PHONE NUMBER: _____ TOLL FREE: _____

FAX NUMBER: _____ EMAIL: _____

FARGO DISTRICT SERVICE FACILITY

SERVICE CONTACT NAME _____

BUSINESS NAME: _____

SERVICE ADDRESS: _____

CITY & STATE: _____ ZIP CODE: _____

PHONE NUMBER: _____ TOLL FREE: _____

FAX NUMBER: _____ EMAIL: _____

BIDDER _____

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
AUCTION DETAILING CONTACT LIST**

NDDOT STATE FLEET SERVICES
SOMMER HUNKE
608 EAST BOULEVARD AVENUE
BISMARCK ND 58505-0700
701-328-3064

NDDOT BISMARCK DISTRICT
JODIE HILL
218 S AIRPORT ROAD
BISMARCK ND 58504
701-328-6940

NDDOT VALLEY CITY DISTRICT
TERRY DUFFY
1524 8TH AVENUE SW
VALLEY CITY ND 58072
701-845-8802

* **NDDOT DEVILS LAKE DISTRICT** *
MEL STOLZ
316 6TH ST SE
DEVILS LAKE ND 58301
701-665-5120

NDDOT MINOT DISTRICT
TOM KLEIN
1305 HIGHWAY 2 BYPASS EAST
MINOT ND 58701-7922
701-857-6929

NDDOT DICKINSON DISTRICT
ALLAN URLACHER
1700 3RD AVE W STE 101
DICKINSON ND 58601-3009
701-227-6522

NDDOT GRAND FORKS DISTRICT
DON UNDERWOOD
1951 NORTH WASHINGTON
PO BOX 13077
GRAND FORKS ND 58208-3077
701-787-6520

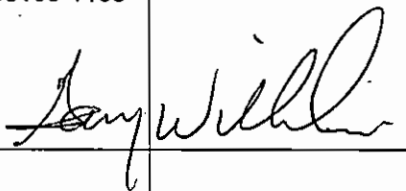
NDDOT WILLISTON DISTRICT
KEN ESTERBY
605 DAKOTA PARKWAY WEST
PO BOX 698
WILLISTON ND 58802-0698
701-774-2720

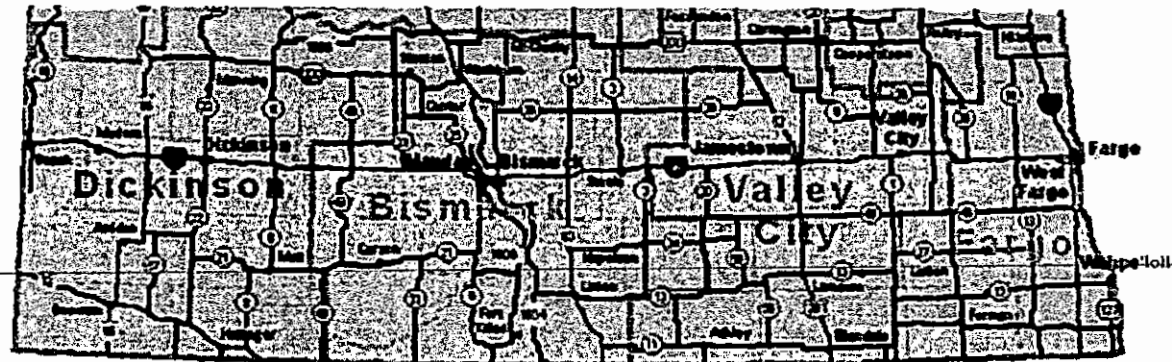
NDDOT FARGO DISTRICT
RON GWIN
503 - 38TH STREET SOUTH
FARGO ND 58103-1198
701-239-8912

UND - GRAND FORKS
ERIK STOKER
UND TRANSPORTATION BUILDING
TULANE DR & CAMPUS RD
GRAND FORKS ND 58201
701-777-41226

NDSU - FARGO
RICK SWENSON
THORSON MAINTENANCE CENTER
BOLLEY DR
FARGO, ND 58105
701-231-9533

BIDDER





&maff, Dickinson Grand Forks Valley City
 OrilsLa: Fargo Minot Williston

100!

DDOT District Information

District 1 - Bismarck

218 South Airport Road
 Bismarck, NO 58504-6003
 701-328-6950
 Kevin Levi, Dist. Engineer

District 2 - Valley City

1524 Eighth Avenue SW
 Valley City, NO 58072-4200
 701-845-8800
 John Thompson, Dist. Engineer

District 3 - Devils Lake

316 Sixth Street South East
 Devils Lake, NO 58301-3628
 701-665-5100
 Greg Semenko, Dist. Engineer

District 4 - Minot

1305 Highway 2 Bypass East
 Minot, NO 58701-7922
 701-857-6925
 Jim Redding, Dist. Engineer

District 5 - Dickinson

1700 Third Avenue West, Suite 101
 Dickinson, NO 58601-3009
 701-227-6500
 Larry Gangl, Dist. Engineer

District 6 - Grand Forks

1951 North Washington
 P.O. Box 13077
 Grand Forks, NO 58208-3077
 701-787-6500
 Les Noehre, Dist. Engineer

District 7 - Williston

605 Dakota Parkway West
 P.O. Box 698
 Williston, NO 58802-0698
 701-774-2700

District 8 - Fargo

503 38th Street South
 Fargo, NO 58103-1198
 701-239-8900
 Bob Walton, Dist. Engineer

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
CIVIL RIGHTS APPENDIX**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor), agrees as follows:

1. Compliance with Regulations: The Contractor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, disability/handicap, or income status**, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation, made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability/handicap, or income status.**
4. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the North Dakota Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the North Dakota Department of Transportation, or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the North Dakota Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:
 - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The Contractor shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

The Contractor shall take such action with respect to any subcontract or procurement as the North Dakota Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the Contractor may request the North Dakota Department of Transportation to enter into such litigation to protect the interests of the State; and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**The Act governs race, color, and national origin. Related Nondiscrimination Authorities govern sex, 23 U.S.C. 324; age, 42 U.S.C. 6101; disability/handicap, 29 U.S.C. 790; and low income, E.O. 12898.



Risk Management Appendix

Service Contracts with Private Individuals, Companies, Corporations, Etc.:

Contractor agrees to defend, indemnify, and hold harmless the state of North Dakota, its agencies, officers and employees (State), from and against claims based on the vicarious liability of the State or its agents, but not against claims based on the State's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by Contractor to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Contractor also agrees to defend, indemnify, and hold the State harmless for all costs, expenses and attorneys' fees incurred if the State prevails in an action against Contractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Contractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota, the following insurance coverages:

- 1) **Commercial general liability and automobile liability** insurance – minimum limits of liability required are **\$250,000 per person and \$1,000,000 per occurrence.**
- 2) **Workers compensation** insurance meeting all statutory limits.
- 3) The State of North Dakota, its agencies, officers, and employees (State) shall be endorsed as an **additional Insured** on the commercial general liability and automobile liability policies.
- 4) Said endorsements shall contain a **"Waiver of Subrogation"** in favor of the state of North Dakota.
- 5) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

Contractor shall furnish a certificate of insurance evidencing the requirements in 1, 3, and 4, above to the undersigned State representative prior to commencement of this agreement.

The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time. Any attorney who represents the State under this contract must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08.

When a portion of a Contract is sublet, the Contractor shall obtain insurance protection (as outlined above) to provide liability coverage to protect the Contractor and the State as a result of work undertaken by the Subcontractor. In addition, the Contractor shall ensure that any and all parties performing work under the Contract are covered by public liability insurance as outlined above. All Subcontractors performing work under the Contract are required to maintain the same scope of insurance required of the Contractor. The Contractor shall be held responsible for ensuring compliance with those requirements by all Subcontractors.

Contractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the State. Any insurance, self-insurance or self-retention maintained by the State shall be excess of the Contractor's insurance and shall not contribute with it. The insolvency or bankruptcy of the insured Contractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Contractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the policy(ies) shall be the sole responsibility of the Contractor. This insurance may be in a policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The State will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above.

RM Consulted 2007
Revised 5-09





DUKECA1

OP ID: KL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/15/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER American Insurance Center (DL) PO Box 800 Devils Lake, ND 58301 Dave Oehlke	CONTACT NAME: Dave Oehlke	
	PHONE (A/C, No, Ext): 701-662-4051	FAX (A/C, No): 701-483-3208
	E-MAIL ADDRESS: doehlke@weareamerican.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Employers Mutual Casualty Co	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

INSURED
Dukes Car Wash & Detail
Center, Inc.
PO Box 955
Devils Lake, ND 58301-0955

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY:	X	X	4D45993	12/17/2013	12/17/2014	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							\$
A	AUTOMOBILE LIABILITY:	X	X	4E45993	12/17/2013	12/17/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (PER ACCIDENT)	\$
	<input type="checkbox"/> SCHEDULED AUTOS, NON-OWNED AUTOS							\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION****NDTRANS**

North Dakota Department
of Transportation
608 E Boulevard Ave
Bismarck, ND 58505-0780

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

H. David Oehlke

POLICY NUMBER: 4D45993

Dukes Car Wash & Detail Center, Inc

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations.
North Dakota Department of Transportation 608 E Boulevard Ave Bismarck, ND 58505-0780	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER:

4D45993

Dukes Car Wash & Detail Center, Inc.

COMMERCIAL GENERAL LIABILITY

CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

North Dakota Department of Transportation
608 E Boulevard Ave
Bismarck, ND 58505-0780

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of
Rights Of Recovery Against Others To Us of
Section IV - Conditions:

We waive any right of recovery we may have against
the person or organization shown in the Schedule
above because of payments we make for injury or
damage arising out of your ongoing operations or
"your work" done under a contract with that person
or organization and included in the "products-
completed operations hazard". This waiver applies
only to the person or organization shown in the
Schedule above.

POLICY NUMBER:

4E45993

Dukes Car Wash & Detail Center, Inc..

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED


This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: October 15, 2014	Countersigned By:  (Authorized Representative)
Named Insured: Dukes Car Wash & Detail Center, Inc.	

SCHEDULE

Name of Person(s) or Organization(s):	North Dakota Department of Transportation 608 E Boulevard Ave Bismarck, ND 58505-0780
---------------------------------------	---

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

4E45993

COMMERCIAL AUTO

Dukes Car Wash & Detail Center, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

We have the right to recover our payments from anyone liable for a "loss" covered by this policy. We will not enforce our right against the person or organization named in the schedule below.

This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the schedule below:

SCHEDULE

PREMIUM

North Dakota Department of Transportation
608 E Boulevard Ave
Bismarck, ND 58505-0780



North Dakota Department of Transportation

Grant Levi, P.E.
Director

Jack Dalrymple
Governor

October 14, 2014

Dukes Car Wash & Detail Center, Inc.
927 Hwy 2 East
Devils Lake, ND 58301

Dear Contractor:

You have submitted to the North Dakota Department of Transportation (NDDOT), in connection with your certificate of insurance, additional pages or language on the certificate which either purports to limit or qualify the information reflected on the certificate of insurance or which purports to change, modify or amend your company's insurance policies. NDDOT policy is to not solicit, review or approve contractors' insurance policies, endorsements or amendments to insurance policies, or insurance documents other than properly completed certificates of insurance. NDDOT contracts specify that contractors are responsible for acquiring and maintaining specified coverages and proof of insurance.

Please have a company executive authorized to execute contract documents sign and date the statement below attesting that your company has insurance coverage consistent with the contract provisions and immediately fax and mail it back to us.

Be advised that execution of this contract will be delayed until these issues have been resolved.

Sincerely,

Shannon Sauer, Division Director
Financial Management Division

BID NO. 50141825

Dukes Car Wash & Detail Center, Inc. hereby states that the company has, and will maintain in force, insurance coverages (including proof of coverages) consistent with the contract specifications.

Date 10-15-14

GARY Wilhelm
Type or Print Name & Title

Gary Wilhelm
Signature

North Dakota Department of Transportation
AMENDMENT TO CONTRACT NO. 50141825
Project No.

THIS AMENDMENT to the above-referenced contract is entered into by and between the State of North Dakota, acting through its Director of Transportation, hereinafter known as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and Dukes Carwash & Detail Center Inc., hereinafter known as the Contractor, whose address is 927 Highway 2 East, Devils Lake, ND 58301.

WHEREAS, the parties entered into a contract on October 22, 2014; and

WHEREAS, the contract was competitively bid and awarded to the Contractor through September 30, 2015; and

WHEREAS, the Contractor has performed satisfactorily under the terms of the contract; and

WHEREAS, the Contractor has expressed a willingness to extend the term of the above-referenced contract for an additional twelve (12) month period; and

NOW THEREFORE, the Contractor and NDDOT agree that the term of the contract is extended through September, 30 2016.



All other terms and conditions of the above-referenced contract are incorporated herein by reference and remain in full force and effect.

EXECUTED the date last below signed.

WITNESS:

Bryan Wilhelmi

NAME (TYPE OR PRINT)

[Signature]

SIGNATURE

To be signed by Owner, Partner, Corp. Pres., Vice Pres., or other authorized Corp. Officer. (If signed by other authorized Corp. Officer, please attach copy of Power of Attorney or other documentation showing authority to sign.)

CONTRACTOR:

Duke Car Wash & Detail Center Inc

COMPANY NAME

Gary Wilhelmi

OFFICER'S NAME (TYPE OR PRINT)

[Signature]

SIGNATURE

Pres.

TITLE

8-27-15

DATE

WITNESS:

Sandra Goebel

NAME (TYPE OR PRINT)

[Signature]

SIGNATURE

NORTH DAKOTA DEPARTMENT
OF TRANSPORTATION

Grant Levi

DIRECTOR (TYPE OR PRINT)

[Signature]

SIGNATURE

9/21/15

DATE

APPROVED as to substance by:

Robin Behborg

DIVISION DIRECTOR (TYPE OR PRINT)

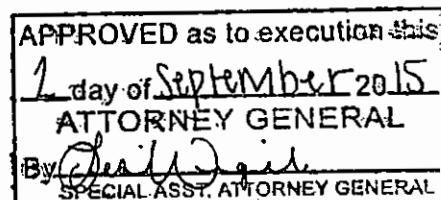
[Signature]

SIGNATURE

9-2-15

DATE

CLA 52494 (Div. 06)
L.D. Approved 5-19-00; 5-03



**North Dakota Department of Transportation
AMENDMENT TO CONTRACT NO. 50141825
Project No.**

THIS AMENDMENT to the above-referenced contract is entered into by and between the State of North Dakota, acting through its Director of Transportation, hereinafter known as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and Dukes Carwash & Detail Center, Inc., hereinafter known as the Contractor, whose address is 927 Hwy 2 East, Devils Lake, ND 58301.

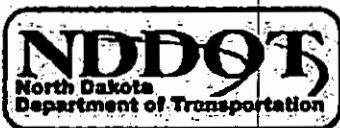
WHEREAS, the parties entered into a contract on October 22, 2014; and

WHEREAS, the contract was competitively bid and awarded to the Contractor through September 30, 2015; and

WHEREAS, the Contractor has performed satisfactorily under the terms of the contract and has been extended one time through September 30, 2016; and

WHEREAS, the Contractor has expressed a willingness to extend the term of the above-referenced contract for an additional twelve (12) month period; and

NOW THEREFORE, the Contractor and NDDOT agree that the term of the contract is extended through September 30, 2017.



All other terms and conditions of the above-referenced contract are incorporated herein by reference and remain in full force and effect.

EXECUTED the date last below signed.

WITNESS:

Rose Wilhelm

NAME (TYPE OR PRINT)

Rose Wilhelm

SIGNATURE

To be signed by Owner, Partner, Corp. Pres., Vice Pres., or other authorized Corp. Officer. (If signed by other authorized Corp. Officer, please attach copy of Power of Attorney or other documentation showing authority to sign.)

CONTRACTOR:

Duke Car Wash & Detail Center Inc

COMPANY NAME

Gary Wilhelm

OFFICER'S NAME (TYPE OR PRINT)

Gary Wilhelm

SIGNATURE

Pres

TITLE

9-26-16

DATE

WITNESS:

LAUREEN M. MARTIN

NAME (TYPE OR PRINT)

Laureen M. Martin

SIGNATURE

NORTH DAKOTA DEPARTMENT
OF TRANSPORTATION

Grant Levi

DIRECTOR (TYPE OR PRINT)

Darryl R. Rosenbahl, Dep. Dir.

SIGNATURE

04 OCT 2016

DATE

APPROVED as to substance by:

Robin Lehberg

DIVISION DIRECTOR (TYPE OR PRINT)

Robin Lehberg

SIGNATURE

10/3/16

DATE

CLA 52494 (Div. 06)
L.D. Approved 5-19-00; 5-03

