North Dakota Department of Transportation

INVITATION TO BID **NDDOT Contract #** 50140849

Bid Number: 988-89-14-050-02	Bid Opening Date & Time: 06/03/2014 02:00 PM
Items: Weed Spraying, Steele County	Buyer: Marilyn Langehaug
Bid Mailing Address: 608 East Boulevard Avenue	Telephone Number: 701-328-4466
City, State, Zip: Bismarck, ND 58505-0700	Email: mlangehaug@nd.gov
Contract Period: 06/16/2014 TO 04/30/2015	Date Prepared: 05/16/2014

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	Vendor Address
Walker's Lawncare LLC	28 164th Ave NE Hillsboro ND 58045

(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		
Walker's Lawncare LLC		
Mailing Address		
28 164th Ave NE Hillsboro ND 58045		
Telephone Number	Fax Number	E-mail Address
218-779-2744		Walkeslawncare@hotmail.com

Ryan Walker - V.P.
Name & Title (Type or Print)

Ryan Walker
Signature

5/31/14
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		Date
for Grant Levi Darcy R. Rosendahl, Dep. Dir		30 Jun 2014
Recommended for approval	Date	Approximate contract amount
Brad Dan	6-27-14	$8,800.00

NDDOT North Dakota Department of Transportation

APPROVED as to execution this 30 day of JUNE 2014
ATTORNEY GENERAL
By David A. Saxton
SPECIAL ASST. ATTORNEY GENERAL

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 - **988-89-14-050-02**
BID OPENING DATE/TIME - **June 3, 2014; 2:00 PM Central**
N. D. DEPT. OF TRANSPORTATION
PROCUREMENT, RM 222
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 May 22, 2014.** (Contact information is indicated on cover page). 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. 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 Appendix 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. **Negotiation.** NDDOT reserves the right to negotiate with the successful bidder to ensure the best possible consideration is afforded to all concerned.

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

23. **Receipt of Bids.** All sealed bids received by the NDDOT Procurement Office will be opened and read in Room 222, 608 East Boulevard Avenue, Bismarck, North Dakota, at the time specified in the solicitation.

24. **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)
- Or a combination of above.

25. **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; 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).

26. 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.

27. 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.

28. **Vendor Registration.** Bids will be accepted from bidders who are not currently Approved Bidders for the State of North Dakota; however, the successful bidder will 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 Approved Bidder 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/spo for assistance.

29. **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.

30. **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. **Contract Administrator:** After the contract has been awarded, the Contractor will work with the Contract Administrator assigned. Invoices are to be submitted to the Contract Administrator unless otherwise instructed. Failure to submit correct invoices to the appropriate NDDOT office may delay contractor payment. For this contract the administrators are:

Richard Sampson, Maintenance Coordinator
NDDOT Grand Forks District
1951 North Washington
P.O. Box 13077
Grand Forks, ND 58208-3077

4. **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.

5. **Contract Amendment.** After a binding contract has been entered into, no changes (i.e. substitution of product or a price adjustment) may be made, unless prior approval has been obtained from the purchasing agency.

6. **Contract Term and Renewal Option.** The NDDOT will enter into a contract with an effective date beginning **June 16, 2014 and ending April 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 annually for a period of twelve (12) months each, not to exceed thirty-five (35) months total.

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.

7. **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:
      i. 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.
      ii. 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.
      iii. 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:
   i. If the contractor fails to provide services required by this contract within the time specified herein or any extension thereof; or
   ii. 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.
   iii. 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.

8. **Contract Price Adjustment:** The Contract Unit Prices shall be firm for the first twelve (12) months of the contract period. Thereafter, on an annual basis, all unit prices in the implementing of extensions to the contract(s) may be subject to price adjustment (increase / decrease). The request for a price adjustment must 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 the extension amendment document. Approval of any price increase renews the twelve month firm price period.

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

10. **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.

11. **Billing and Payment Procedures:**
Invoices are to be submitted to the individual District office addresses as indicated above unless otherwise instructed. Failure to submit correct invoices to the appropriate NDDOT office may delay contractor payment.

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 invoice and payment inquiries must be directed to the purchasing agency.

12. **Notification Required:** The Contractor shall notify NDDOT 24 hours in advance of the starting time of his anticipated schedule. Contract Administrators may be contacted between the hours of 7:00 AM – 4:30 PM, Monday through Friday.

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.

North Dakota Department of Transportation
Right-of-Way Noxious Weed Spraying
For the following county

STEELE COUNTY

The intent of this bid is to obtain services for the control or eradication of all invasive/noxious weeds within the North Dakota Department of Transportation's highway right-of-way in accordance with all state and federal laws and regulations.

The NDDOT currently contracts with the County Weed Boards to accomplish noxious weed control and intends to continue that practice where feasible. The NDDOT has identified a limited need to procure weed spraying services for Steele County.

Miles of State Roadway to be Sprayed

	2-Lane
STEELE COUNTY	81

1. The area to be covered is the entire right-of-way from the roadway paved shoulder edge to the fence line or outer right-of-way line on both sides of the roadway. The bidder will be responsible for identification and control of weeds by the "Spot Spray" method. A map is provided of the state roadways in the county.

2. The North Dakota State University Extension Service is responsible for the certification of applicators in North Dakota. All providers responding to the bid must be certified under the NDSU Extension Service program. Please submit copies of certification documents for each applicator.

3. Offerors who respond to the ITB must comply with the current applicable State law and regulations. (See http://www.ag.ndsu.nodak.edu/aginfo/pesticid/laws.htm)

4. The NDDOT Right-of-Way spraying requirements will vary dependent upon weather conditions, weed type, quantity of weeds, physical area and geographic location.

5. The bidder shall identify areas not sprayed due to: standing water or soil too wet to spray, mowed, sensitive crop, etc.

6. All herbicides shall be applied in accordance with the manufacturer's recommendations.

7. Pickups and trucks with spray booms or boomless nozzles can be used for large open areas of rolling terrain. ATV sprayers with booms or boomless nozzles or hand application are preferred for rough terrain so as not to tear up roadsides. Pickups with hand spray hoses should have a minimum of 200 feet of hose to reach to the outer edge of the Right-of-Way.

8. Equipment will be required to follow the NDDOT Traffic Control Requirements for Operations on Highways and Streets. A 360 degree amber flashing beacon is required for mobile operations on the shoulder and in the right-of-way. Sprayers will be required to move in the direction of the normal traffic flow.

9. The bidder will be responsible for addressing and settling any and all complaints received from the public arising from the application of the right-of-way.

10. Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must identify the names of the subcontractors and the portions of the work the subcontractors will perform. Subcontractors are subject to the same conditions and terms as the Contractor, including insurance certification. The substitution of one subcontractor for another may be

made only at the discretion and prior written approval of the NDDOT District Office.

11. The bidder shall provide all equipment, labor, water, herbicide, etc. to complete the work. The bidder will not be paid for travel time, water fill, or other incidental items. The bidder will be paid a rate per hour for spray time only which shall be tracked on daily spray records. Herbicide will be reimbursed at cost per application to complete the work. Contractor will be required to supply supporting documentation for Herbicide cost reimbursement.

12. Billing must consist of an invoice which can be submitted monthly or upon project completion. The invoice shall be accompanied by SFN 17825, attached, with complete daily spray records (Or an approved equal, generated by computer and containing the same information). No payment shall be made until approved by NDDOT. Payment is for work performed to the satisfaction of NDDOT. Inadequate treatment will require reapplication of herbicides at no additional cost to NDDOT.

13. Daily records documenting spraying activities for all roads shall be recorded using form SFN 50020 (3-96) attached. The records shall be submitted upon project completion with the invoice to receive payment.

14. The attached Risk Management Appendix is hereby incorporated and made a part of this bid.

15. Bidders must provide THREE names with contact information from businesses/agencies for which they currently provide services of a similar nature that will act as references. The State reserves the right to contact any references provided by the bidder and to use that reference response in the determination of award. Bidders are invited to provide letters of reference from previous customers.

16. Award will be made to the responsible bidder with the lowest priced bid that is responsive to the specifications and all other requirements stated herein.

17. The NDDOT will determine a maximum acceptable spraying season contract amount for each County. Contractors may not exceed this amount without the approval of NDDOT.

Contract budget - STEELE COUNTY**$ 8,800.00**

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

NAME: Ryan Walker
(Name of person servicing this contract)

BUSINESS NAME: Walkers Lawncare LLC

MAILING ADDRESS: 28 164th Ave NE

CITY & STATE: Hillsboro ND ZIP CODE: 58045

PHONE NUMBER: 218-779-2744 TOLL FREE: _____

FAX NUMBER: _____ E-MAIL: Walkerslawncare@hotmail.com

BIDDER RW

BID RESPONSE

EMPLOYEE CERTIFICATION INFORMATION REFERENCE – SCOPE OF WORK, PARA. 2		
EMPLOYEE NAME	**CERTIFICATION NUMBER** Include copies of certificates	**EXPIRATION DATE**
Ryan Walker	138810	Apr 1 2017
Michael Urbashick	10068772	Apr 1 2017
Nathan Beckman	10046373	Apr 1 2015

IDENTIFICATION AND WEED CONTROL USING THE 'SPOT SPRAY' METHOD REFERENCE - SCOPE OF WORK, PARA. 11		
ITEM	**COUNTY**	**BID PRICE PER SPRAY HOUR**
1	STEELE	$ 75.00

BID OPTION 1 – GPS REPORTING

The successful bidder shall provide a record of GPS locations of spraying work while in progress. All data consistent with form SFN 50020 shall be provided along with a map at the time invoice is submitted for payment.

Indicate any additional cost for this reporting level: $ 4.00 Add to Spray Hour Rate

2 REFERENCES WITH CONTACT INFORMATION SUPPLIED YES ✓ NO _____

ATTACHMENTS:
Civil Rights Appendix
Risk Management Appendix
SFN 50020 – Right-of-Way Records Daily Report
SFN 17825 – Weed/Grasshopper Control Program
Map of State Highways in County

BIDDER RW

Public Search Engine and List Generator Website

ID & Name: 138810 WALKER RYAN D
City, State: HILLSBORO, ND

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Pesticide Category	Expiration Date
All certifications expire April 1 of the year listed	
AG PEST CONTROL	April 1st 2017
GROUND CORE	April 1st 2017
ORNAMENTAL TURF	April 1st 2016
RIGHT OF WAY	April 1st 2017

Public Search Engine and List Generator Website

ID & Name: 10068772 URBASHICH MICHAEL
City, State: HILLSBORO, ND

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Pesticide Category	Expiration Date
All certifications expire April 1 of the year listed	
GROUND CORE	April 1st 2017
RIGHT OF WAY	April 1st 2017

Public Search Engine and List Generator Website

ID & Name: 10046333 BECKMAN NATHAN
City, State: FARGO, ND

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Pesticide Category	Expiration Date
All certifications expire April 1 of the year listed	
AG PEST CONTROL	April 1st 2012
GROUND CORE	April 1st 2015
RIGHT OF WAY	April 1st 2015

References

Jerry Hiam - Weed Control Officer Ransom County

P.O. Box 371

Lisbon, ND 58054

Phone: Office 701-683-6173 Cell 701-678-4602

Alyssa Scheve- Traill County Weed Board

114 Caledonia Ave. W.
Box 730 (mailing address)
Hillsboro, ND 58045Phone: 701-636-5665 Fax: 701-636-5666

Melissa R. Harlon- US Army Corps of Engineers
Natural Resource Specialist
Lake Sakakawea, Garrison Dam
PO Box 527
Riverdale, ND 58565
Office: (701) 654-7760
Cell: (701) 301-9592

WEED/GRASSHOPPER CONTROL PROGRAM

North Dakota Department of Transportation, Maintenance Division

SFN 17825 (Rev. 12-2013)

County	District Location	Weed	Grass Hopper

Date	LOCATION		MANPOWER/EQUIPMENT			EQUIPMENT			TYPE OF CHEMICAL	CHEMICAL		
	Hwy.	Beginning & Ending Milepoint	Hrs.	Rate	Cost	Hrs./ Miles	Rate	Cost		Gallons	Rate	Cost
				Subtotal	0.00		Subtotal	0.00			Subtotal	0.00
											TOTAL COST	0.00

RIGHT OF WAY RECORDS DAILY REPORT

NORTH DAKOTA DEPARTMENT OF AGRICULTURE
PESTICIDE AND FERTILIZER DIVISION
SFN 50020 (2-2013)

County/Township	Equipment	Date
Name of Applicator	Certification Number	Name of Driver

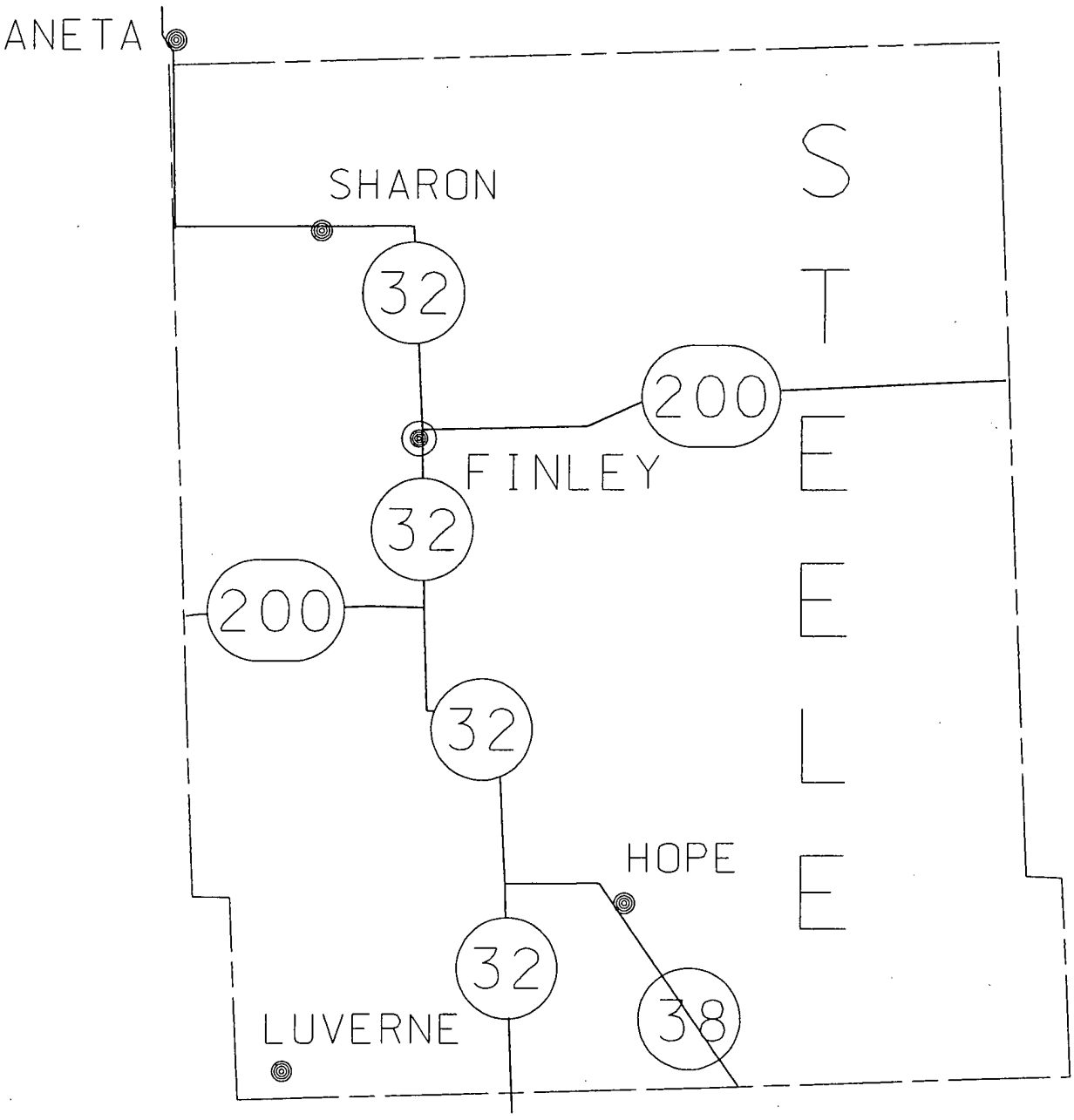
									Daily Start Time	Daily Stop Time
Time (Hourly)										
Temperature (Hourly)										
Wind (Velocity)										
Wind (Direction)										
To N,E,S, or W Edge of Section OR Mile Marker										
To N,E,S, or W Edge of Section OR Mile Marker										
On N, E, S, or W Edge of Road										
Gallons Diluted Material Used										
Weeds Controlled										
Acres/Square Feet										

Load Number				
Chemical # 1				
Supplier of Pesticide				
EPA Reg Number Chemical # 1				
Chemical # 2				
Supplier of Pesticide				
EPA Reg Number Chemical #2				
Carrier Gallons				
Total				

Applicator Signature

6	5	4	3	2	1
7	8	9	10	11	12
18	17	16	15	14	13
19	20	21	22	23	24
30	29	28	27	26	25
31	32	33	34	35	36

RANGE


ANETA
SHARON
32
200
FINLEY
32
200
32
HOPE
32
38
LUVERNE
STEELE

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

NDDOT
North Dakota
Department of Transportation

North Dakota Department of Transportation

AMENDMENT TO CONTRACT NO. 50140849

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 Walker's Lawncare, LLC., hereinafter known as the Contractor, whose address is 28 164th Avenue NE, Hillsboro, ND 58045.

WHEREAS, the parties entered into a contract on June 30, 2014; and

WHEREAS, the contract was competitively bid and awarded to the Contractor; 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) months; and

NOW THEREFORE, the Contractor and NDDOT agree that the term of the contract is extended through April 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:

Stephanie Walker
NAME (TYPE OR PRINT)

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:

Walker's Lawncare LLC
COMPANY NAME

Ryan Walker
OFFICER'S NAME (TYPE OR PRINT)

SIGNATURE

V.P. - owner
TITLE

3/30/15
DATE

WITNESS:

Sondra Goebel
NAME (TYPE OR PRINT)

SIGNATURE

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

Grant Levi
DIRECTOR (TYPE OR PRINT)

SIGNATURE

4/24/15
DATE

APPROVED as to substance by:

Brad Dehr
DIVISION DIRECTOR (TYPE OR PRINT)

SIGNATURE

4-16-15
DATE

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

APPROVED as to execution this
14 day of April 2015
ATTORNEY GENERAL
By
SPECIAL ASST. ATTORNEY GENERAL

NDDOT
North Dakota Department of Transportation

WALKE-4 OP ID: K3

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/25/2014

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 First Western Insurance PO Box 320 Minot, ND 58702-0320 David Buen	Phone: 701-852-5246 Fax: 701-420-7301	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
		INSURER(S) AFFORDING COVERAGE — NAIC #
		INSURER A : Allied Insurance Group — 25453
INSURED Walker's Lawn Care, LLC 28 164th Ave. NE Hillsboro, ND 58045		INSURER B :
		INSURER C :
		INSURER D :
		INSURER E :
		INSURER F :

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	X	X	ACP7225609765	04/24/2014	04/24/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			ACP7225609765	04/24/2014	04/24/2015	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT 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)

Proof of Insurance

Certificate Holder & the State of North Dakota its agencies officers & employees (State) are Additional Insured w/ Waiver of Subrogation

CERTIFICATE HOLDER

NDDOT-2

ND Dept. of Transportation
608 East Boulevard Ave.
Bismarck, ND 58505-0700

CANCELLATION

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

Krista N. Bartsch

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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.

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PRODUCER	CONTACT NAME: 701/756-6007	
Tina M Raap/Mohall 601 Main St E PO Box 242 Mohall ND 58761	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Nodak Mutual Insurance Company	34592
INSURED Walker's Lawn Care Ryan Walker DBA 28 164th Ave NE Hillsboro ND 58045-9235	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY ☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☑ POLICY ☐ PRO-JECT ☐ LOC	☐	☐				EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☑ SCHEDULED AUTOS ☑ HIRED AUTOS ☑ NON-OWNED AUTOS	☑	☑	CAND000001070	04/12/2014	04/12/2015	COMBINED SINGLE LIMIT (Ea accident)	$ 1 Million
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	☐ UMBRELLA LIAB ☑ OCCUR ☑ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $	☐	☐				EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A		☐	☐					

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

Lawn Care - Mowing rest area
Certificate Holder and State of North Dakota, It's agencies, officers and employees are listed as Additional Insured on the above Commercial Auto policy

CERTIFICATE HOLDER

ND Department of Transportation
608 E Boulevard Ave
Bismarck ND 58505-0700

CANCELLATION

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

Tina Raap #2530

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North Dakota Department of Transportation

Grant Levi, P.E.
Director

Jack Dalrymple
Governor

June 4, 2014

Ryan Walker, Vice President
Walker's Lawncare LLC
28 164th Avenue NE
Hillsboro ND 58045

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

ITB 988-89-14-050-02, Weed Spraying, Steele County

Walker's Lawncare LLC hereby states that the company has, and will maintain in force, insurance coverages (including proof of coverages) consistent with the contract specifications.

Date 6-8-14

Ryan Walker - V.P.
Type or Print Name & Title

Ryan Walker
Signature

608 East Boulevard Avenue • Bismarck, North Dakota 58505-0700
Information: 1-855-NDROADS (1-855-637-6237) • FAX: (701) 328-0310 • TTY: 711 • www.dot.nd.gov