

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

NDDOT Contract # 50141765

Bid Number: 926-91-14-050	Bid Opening Date & Time: 10/23/2014 02:00 PM
Items: Fuel Tank Testing & Cleaning	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: 12/01/2014 TO 11/30/2015	Date Prepared: 10/2/2014

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 TOM Archuleta DBA DR FUEL GOOD	Vendor Address A/BQNM 309 DELAMAR AVE NW 87107
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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 TOM Archuleta - DBA DR. FUEL GOOD			
Mailing Address 309 DELAMAR AVE NW ALBUQUERQUE, NM 87107			
Telephone Number 505-259-0346	Fax Number	E-mail Address tschaefferoil@aol.com	

TOM Archuleta **OWNER**
Name & Title (Type or Print)

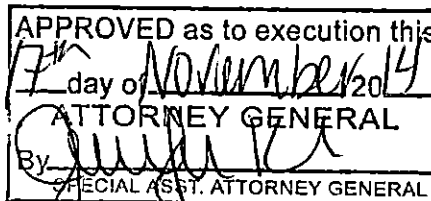
[Signature]
Signature

10-19-14
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 for Grant Levi Darryl R. Rosendahl, Rep. Dir.	Date 18 NOV 2014
Recommended for approval <i>[Signature]</i>	Approximate contract amount \$ 141,300.00



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 - 926-91-14-050
BID OPENING DATE/TIME - October 23, 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 October 13, 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. **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.

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

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 at 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).
- The price is not fair and reasonable
- 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, 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).

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 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.

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. 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 December 1, 2014, and ending November 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:
 - 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 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.

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. **Liquidated Damages.** The NDDOT will include liquidated damages in this contract to assure its timely completion. It is not intended as a penalty. The amount of actual damages will be difficult to accurately estimate. For the purposes of this contract the State has set the rate of liquidated damages at the cost per day to obtain fuel from a source other than the State's owned fuel tanks. This amount will be based on the invoiced off-site cost per gallon of fuel. If the contractor fails to complete the testing and cleaning of fuel tanks as scheduled with NDDOT personnel, the NDDOT may collect liquidated damages on the first day beyond scheduled completion and will continue to collect until the NDDOT's fuel tanks are again operational.

11. **Scheduling and Payment Procedures.** Scheduling will be coordinated with the individual NDDOT Districts depending upon location. 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.

Invoices are to be submitted to Leisa Mathwich, State Fleet Services, 608 East Boulevard Avenue, Bismarck, ND, 58505, 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. **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.

13. **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.

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: TOM Archuleta
(Name of person servicing this contract)

BUSINESS NAME: Tom Archuleta DBA Dr. FUEL Good

MAILING ADDRESS: 309 Delamar Ave. NW.

CITY & STATE: Albuquerque NM ZIP CODE: 87107

PHONE NUMBER: 505 259 8346 TOLL FREE: _____

FAX NUMBER: _____ E-MAIL: taschaetford1@aol.com

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
SPECIFICATIONS FOR
FUEL TANK TESTING & CLEANING SERVICES**

The intent of this bid is to obtain fuel tank testing and cleaning services at state owned fueling sites. The fuel storage tanks must be tested annually, usually in August, for water or any other contamination and ensure that the tank, piping, and fuel site are in compliance and meet all of the periodic testing requirements of the North Dakota Department of Health in accordance with N.D.C.C. 33-24-08. In addition the bottom of each tank is to be pumped until only clean fuel is being dispensed by the pump. This will insure that the tanks will have clean fuel going into the winter months.

The North Dakota Department of Transportation has ten onsite fueling locations with gasoline and diesel fuel product. See Pages 7 - 9 for contacts, site locations and tank information.

On a yearly basis the contractor shall:

- Test fuel product in each tank for water or any other contamination.
- Clean tank if necessary to remove waste fuel and interior tank sludge.
- The cleaning process shall be capable of removing all deposits that adhere to the tank interior.
- A site report must be provided indicating the quantity of contaminated fuel and waste material removed.
- A site report must be provided with a description of the type of contamination which was removed (water, rust, sludge, etc.).
- All site reports must be sent to both the District shop foreman and to the Fleet Operations Manager.
- Disposal of waste material in a legal and environmentally acceptable manner is required.
- Ensure that the tank and site meet N.D.C.C. CHAPTER 33-24-08 TECHNICAL STANDARDS AND CORRECTIVE ACTION REQUIREMENTS FOR OWNERS AND OPERATORS OF UNDERGROUND STORAGE TANKS.

The annual testing schedule will be coordinated with District and State Fleet Services personnel. See Page 7 for contacts and addresses.

Bidder(s) shall indicate the cleaning process, reporting requirements and methodology and the disposal methods that will be used. Preferable the complete testing and clean-out process will take not more than two days per site location. This information must be in writing and a fee schedule for any additional required testing must accompany the bid response.


The awarded contractor shall comply with all applicable local, state, and federal laws, code, and regulations.

Bidder shall provide all labor, equipment, and any materials necessary for completion of the cleaning process.

At the time of service, NDDOT reserves the right to include site specific unforeseen expenses caused by extenuating circumstances but falling within the scope of this bid.

Bidder shall submit an all-inclusive price (travel, per diem, mileage, labor and materials) by using the Bid Response Sheet attached.

BIDDER



**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION (NDDOT)
FUEL TANK LOCATIONS AND CAPACITIES**

The types of fuels that are being used: E-10 unleaded gasoline and #2 Premium diesels (Koch Arctic, Cenex Winter Master). A 5-20% bio-diesel blend is delivered from spring to late fall.

1. **NDDOT Bismarck Central Office, Motor Pool (Gas only)**
Capitol Grounds
North of Capitol Building
Bismarck ND - 58505
 - One 10,000 gal. unleaded, underground tank
 - Electronic line and tank leak detection
 - Wide Area Network/Tech 21-Model 1000 card reader
2. **NDDOT Bismarck District Office (Gas and Diesel)**
216 S 19th Street— Airport Road
Bismarck ND - 58504-6003
 - One 10,000 gal. unleaded, underground tank with one FuelMaster 2550 card reader
 - One 10,000 gal. diesel - underground tank with one FuelMaster 2550 card reader
3. **NDDOT Devils Lake District Office (Diesel only)**
1905 Schwan Avenue NW
W of Devils Lake District Shop off Hwy 2
Devils Lake, ND 58301-0817
 - One 10,000 gal. diesel, above-ground tank (located 3 miles west of main district office)
 - One FuelMaster 2550 card reader
4. **NDDOT Dickinson District Office (Gas and Diesel)**
1700 3rd Ave W.
Dickinson ND 58601-3009
 - One 10,000 gal. unleaded, underground tank
 - One 10,000 gal. diesel, underground tank
 - One FuelMaster 2550 card reader
 - Electronic line and tank leak detection
5. **NDDOT Fargo District Office (Gas and Diesel)**
503 38th Street S.
Fargo ND 58103-1198
 - One 10,000 gal. unleaded, underground tank
 - One 10,000 gal. diesel, underground tank
 - One FuelMaster 2550 card reader
 - Electronic line and tank leak detection
6. **NDDOT Grand Forks District Office (Gas and Diesel)**
Hwy 81 N
1951 N. Washington
Grand Forks ND 58208-3077
 - One 10,000 gal. unleaded, underground tank
 - One 10,000 gal. diesel, underground tank
 - One FuelMaster 2550 card reader
 - Electronic line and tank leak detection

7. NDDOT Minot District Office **(Gas and Diesel)**
1305 Hwy 2 & Bypass East
Minot ND 58702-1396
 - One 10,000 gal. unleaded, underground tank
 - One 10,000 gal. diesel, underground tank
 - One FuelMaster 2550 card reader
 - Electronic line and tank leak detection
8. NDDOT Valley City District Office **(Gas and Diesel)**
1524 8th Ave SW
Valley City ND 58072-4200
 - One 10,000 gal. unleaded, underground tank
 - One 10,000 gal diesel, underground tank
 - One FuelMaster 2550 card reader for both unleaded and diesel
 - Electronic line and tank leak detection
9. NDDOT Valley City District, Jamestown Section Shed **(Gas and Diesel)**
3568 81st Ave SE.
Jamestown ND 58401
 - One 10,000 gal. unleaded, underground tank
 - One 10,000 gal. diesel, underground tank
 - One FuelMaster 2550 card reader
10. NDDOT Williston District Office **(Gas and Diesel)**
US 2 & 6th Ave W
605 Dakota Parkway W
Williston ND 58802-0698
 - One 10,000 gal. unleaded, underground tank
 - One 10,000 gal. diesel, underground tank
 - One FuelMaster 2550 card reader
 - Electronic line and tank leak detection

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
LISTING OF DISTRICT PERSONNEL AND TELEPHONE NUMBERS
Area Code 701**

61 - BISMARCK DISTRICT: 218 S. Airport Rd, Bismarck, ND 58504-6003
Levi, Kevin; District Engineer
Hill, Justin (Jodie); District Shop Foreman - 328-6940
Sean Lackner - Administrative Officer - 328-6951

62 - VALLEY CITY DISTRICT: 1524 8th Ave. SW, Valley City, ND 58072-4200
Thompson, John; District Engineer
Duffy, Terry; District Shop Foreman - 845-8802
Hoffman, Marc; Jamestown Section Supervisor - 252-5821
O'Brien, Candy - Administrative Officer - 845-8805

63 - DEVILS LAKE DISTRICT: 316 6th St. SE, Devils Lake, ND 58301-3628
Semenko, Greg; District Engineer
Deplazes, Brad; District Shop Foreman - 665-5120
Plummer, Judy - Administrative Officer - 665-5102

64 - MINOT DISTRICT: 1305 Hwy.2 Bypass East, Minot, ND 58701-7922
Redding, James; District Engineer
Klein, Tom; District Shop Foreman - 857-6929
Hansen, Merry Jo - Administrative Officer - 857-6925

65 - DICKINSON DISTRICT: 1700 3rd Ave. W Suite 101, Dickinson, ND 58601-3009
Gangl, Lawrence; District Engineer
Urlacher, Allan; District Shop Foreman - 227-6522
Kerner, Bonnie - Administrative Officer - 227-6504

66 - GRAND FORKS DISTRICT: 1951 N Washington, PO Box 13077, Grand Forks, ND 58208-3077
Noehre, Les; District Engineer
Underwood, Don; District Shop Foreman - 787-6520
Fleming, Vern - Administrative Officer - 787-6503

67 - WILLISTON DISTRICT: 605 Dakota Parkway W, PO Box 698, Williston, ND 58802-0698
Wilt, Joel; District Engineer
Esterby, Ken; District Shop Foreman - 774-2720
Rossland, Kathleen - Administrative Officer - 774-2702

68 - FARGO DISTRICT: 503-38th St. S., Fargo, ND 58103-1198
Walton, Bob; District Engineer
Gwin, Ron; District Shop Foreman - 239-8914
Lockwood, Kathy - Administrative Officer - 239-8902

30 - STATE FLEET SERVICES: 608 East Blvd. Avenue, Bismarck, ND 58505-0700
Rehborg, Robin; Director of Fleet Services
Lipp, Diane; Capital Motor Pool Operations Mgr. - 328-2701
Mathwich, Leisa; State Fleet Operations Manager - 328-2935
Burke, Jackie - Office Manager - 328-1434

050 - FINANCIAL MANAGEMENT: 608 East Blvd. Avenue, Bismarck, ND 58505-0700
Eberle, Sue, Procurement Officer - 328-4465

Site	LOCATION	EA	FUEL TYPE	TANK TYPE	PRICE
1	Capital Motor Pool Fleet Services	1	Gas	Cathodically protected steel (Underground.) 10,000 Gal	
				Travel expense - Mileage, Per Diem, Lodging	
				Sub-total Site 1	\$ 3,500.00
2	Bismarck District	1	Gas	Fiberglass reinforced plastic (Underground.) 10,000 Gal	3,100.00
		1	Diesel	Fiberglass reinforced plastic (Underground.) 10,000 Gal	2,000.00
				Travel expense - Mileage, Per Diem, Lodging	
				Sub-total Site 2	\$ 5,100.00
3	Devils Lake District	1	Diesel	Double wall steel storage (Above ground) 10,000 Gal	2,300.00
				Travel expense - Mileage, Per Diem, Lodging	
				Sub-total Site 3	\$ 2,300.00
4	Dickinson District	1	Gas	Fiberglass reinforced plastic (Underground.) 10,000 Gal	3,100.00
		1	Diesel	Fiberglass reinforced plastic (Underground.) 10,000 Gal	2,000.00
				Travel expense - Mileage, Per Diem, Lodging	
				Sub-total Site 4	\$ 5,100.00
5	Fargo District	1	Gas	Fiberglass reinforced plastic (Underground.) 10,000 Gal	3,100.00
		1	Diesel	Fiberglass reinforced plastic (Underground.) 10,000 Gal	2,000.00
				Travel expense - Mileage, Per Diem, Lodging	
				Sub-total Site 5	\$ 5,100.00
6	Grand Forks District	1	Gas	Fiberglass reinforced plastic (Underground.) 10,000 Gal	3,100.00
		1	Diesel	Cathodically protected steel (Underground.) 10,000 Gal	2,000.00
				Travel expense - Mileage, Per Diem, Lodging	
				Sub-total Site 6	\$ 5,100.00

BIDDER

For Circulation

Site	LOCATION	EA	FUEL TYPE	TANK TYPE	PRICE
7	Minot District	1	Gas	Fiberglass reinforced plastic (Underground.) 10,000 Gal	3,100.00
		1	Diesel	Fiberglass reinforced plastic (Underground.) 10,000 Gal	2,000.00
				Travel expense - Mileage, Per Diem, Lodging	
				Sub-total Site 7	\$ 5,100.00
8	Valley City District	1	Gas	Fiberglass reinforced plastic (Underground.) 10,000 Gal	3,100.00
		1	Diesel	Fiberglass reinforced plastic (Underground.) 10,000 Gal	2,000.00
				Travel expense - Mileage, Per Diem, Lodging	
				Sub-total Site 8	\$ 5,100.00
9	Jamestown Section Valley City District	1	Gas	Double wall steel storage (Above ground) 10,000 Gal	3,100.00
		1	Diesel	Double wall steel storage (Above ground) 10,000 Gal	2,500.00
				Travel expense - Mileage, Per Diem, Lodging	
				Sub-total Site 9	\$ 5,600.00
				Sub-total Sites 8 & 9	\$ 10,700.00
10	Williston District	1	Gas	Cathodically protected steel (Underground.) 10,000 Gal	3,100.00
		1	Diesel	Cathodically protected steel (Underground.) 10,000 Gal	2,000.00
				Travel expense - Mileage, Per Diem, Lodging	
				Sub-total Site 10	\$ 5,100.00
		18		Total All Sites	\$ 47,100.00

**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



DR. FUEL GOOD

FUEL ANALYSIS & FUEL TANK CLEANING

DR FUEL GOOD WILL MAKE YOUR FUEL BETTER!

505-259-8346

Dr. Fuel Goods cleaning system utilizes an integrated air vacuum pump that extracts the fuel through a hose inserted into the tank, the hose is controlled and directed from the tank opening sweeping the complete bottom and corners extracting the sediment, rust and water.

In stage 1 an analysis of the fuel is done. A visual clarity test is preformed then water content is checked, a bacteria and fungus analysis is completed, if bacteria is noted a biocide is added (Schaeffer's fuel shock). if none is noted a fuel maintenance dose is added(see insert). Diesel is checked for cetane quality and noted.

In stage 2 the fuel is passed through a closed loop system using a 100 micron screen filter to catch all large rust particles, sludge, dirt and sediment, it continues to a 10 micron filter then through a 5 micron filter to completely remove all particles 5 microns and larger. (the typical dispenser filters are 10 or 30 micron) as the bottom is being swept by the flexible suction wand, the fuel is reintroduced into the tank under pressure through a sprayer that is directed to the sides of the tank to remove any loose particles and drop them to the bottom to be swept up, this process continues until the fuel is clear of any particles this is seen through the hose and sight port on the filter.

Stage 3 continues the filtration process, but if needed smaller micron filters are used. The fuel is now directed into a water separating coalescing filter unit that removes any water entrained in the fuel the fuel is "polished" through these two water absorbing filters as the fuel is returned to the tank.

After the cleaning process is completed it is suggested that all external filters on dispensers be changed.

While it is suggested that the dispensers not be used extensively during the cleaning process, it is not necessary to close them off.

Dr. Fuel Good will provide each site with before and after samples of fuel straight from the tank for the ASTM Bright and Clear Test.

Fuel Good
309 Delamar Ave. NW Albuquerque, NM
505-259-8346

References:

City of Albuquerque Fleet Services	Debra Benavidez 505-903-9380
City Of Albuquerque Fuel Depot	Andy Tafoya 505-768-5322
City of Albuquerque Solid Waste Dept.	Martin Vargas 505-977-0090
City of Albuquerque Transit	Nick Cordova 505-263-7429
City of Albuquerque Pino Fleet	Martin Raymondi 505-857-8013
State Of New Mexico Dept of Transportation	
District 3	
District 4	phone #'s upon request
District 5	
District 6	
University of New Mexico Fleet services	"
University of New Mexico Utilities	
Gas Company of New Mexico	
Los Alamos Medical Center	
Kansas Equipment and Farm	
State of Iowa DOT.	DAVID MAY 515-290-890
State of North Dakota DOT	Karen Bagenstross 701-328-2935
County of Valencia NM Road Dept.	Todd Perea 505-866-2474
State of Colorado Dept. of Corrections	
Brewer Oil Co.	Gene Atencio 505-884-2040

Hodges Oil Co.

Ever ready Oil Co

Numerous independent fuel stations which can be given if necessary.

Dr Fuel Good will also treat the fuel with the proper fuel stabilizers and inhibitors to assure the fuel meets all ASTM standards.

A complete advanced fuel analysis can be done on all diesel including:

Cetane Index (D-976)

Water (D-6304)

Water & sediment (D-1796)

API Gravity (D-287)

Distillation (D-86)

A report including a site inspection report (fire extinguisher , leaks, hose condition etc.)and any corrective action required , type of contamination found and removed and fuel analysis will be sent to each site foreman and Fleet Operations Manager.

At the termination of each cleaning, a report of the amount of contaminated fuel will be given to the site foreman.

Disposal of waste will be handled through Mesa Oil Inc..

The testing and cleaning should average between 3-5 hours per tank.

If you have any questions please feel free to contact me my cell # is 505-259-8346

Tank You!

Tom Archuleta

Dr. Fuel Good



DRFUE-1

OP ID: BT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/14/14

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 Monroe & Monroe Insurance Agency, Ltd. 2921 Galleria Dr., Suite 102 Arlington, TX 76011 Jim Beam, CIC	817-640-5035 817-640-0131	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:
INSURED Dr. Fuel Good Tom Archuleta 309 Delamar Ave NW Albuquerque, NM 87107		INSURER(S) AFFORDING COVERAGE INSURER A: Mid-Continent Casualty Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
		NAIC # 23418

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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pollution liab GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC	X	X	04GL909767	08/16/14	08/16/15	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 100,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				WC STATU- TORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Bailee & Cargo			04IM56901	08/16/14	08/16/15	Bailee 100,000 Cargo 100,000

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

The General Liability policy includes a blanket additional insured and waiver of subrogation endorsement that provides additional insured and waiver of subrogation status to the certificate holder only when there is a written "insured contract" between the named insured and the certificate holder that requires such status.

CERTIFICATE HOLDER**CANCELLATION**

North Dakota Department of Transportation 608 East Boulevard Ave Bismarck, ND 58006-0700	NDDOT11	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 <i>C Monroe</i>



North Dakota Department of Transportation

Grant Levi, P.E.
Director

Jack Dalrymple
Governor

October 29, 2014

Dr. Fuel Good
Attn: Tom Archuleta
309 Delamar Ave NW
Albuquerque, NM 87107

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. 926-91-14-050

Dr. Fuel Good hereby states that the company has, and will maintain in force, insurance coverages (including proof of coverages) consistent with the contract specifications.

Date October 31, 2014

Thomas Archuleta DRA Dr. FUEL Good

Type or Print Name & Title

Signature



Customer Service

800-444-4487

800-556-0014 (fax)

Mailing address

Progressive

P.O. Box 94739

Cleveland, OH 44101-4739

Monday, November 17, 2014 12:03:58 PM

Total Number of Pages:02

Requested policy documents

To: TASCHAEFFEROIL@AOL.COM

Fax number:

Message:

Progressive
PO Box 94903
Cleveland, OH 44101
1-800-444-4487

PROGRESSIVE

Policy number: 03368760-0

Underwritten by:
United Financial Casualty Company
November 17, 2014
Page 1 of 1

Certificate of Insurance

Certificate Holder	Insured	Agent
THOMAS ARCHULETA 309 DELAMAR AVE NW ALBUQUERQUE, NM 87107	THOMAS ARCHULETA DR. FUEL GOOD 309 DELAMAR AVE NW ALBUQUERQUE, NM 87107	NGMI 13736 RIVERPORTDR#700 MARYLAND HEIGHTS, MO 63043

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: Nov 14, 2014

Policy Expiration Date: May 14, 2015

Insurance coverage(s)	Limits
Bodily Injury/Property Damage	\$1,000,000 Combined Single Limit
Uninsured Motorist	\$100,000 Combined Single Limit Unstacked
Uninsured Motorist Property Damage	\$100,000 w/\$250 Ded

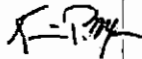
Description of Location/Vehicles/Special Items

Scheduled autos only

1999 CHEVROLET C3500/K3500 1GBJC34F8XF068988

Certificate number

32114SH0760



Form 5241 (10/02)

North Dakota Department of Transportation
AMENDMENT TO CONTRACT NO. 50141765
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 Dr. Fuel Good, hereinafter known as the Contractor, whose address is 309 Delamar Ave NW, Albuquerque, NM 87107.

WHEREAS, the parties entered into a contract on December 1, 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 November 30, 2016 and the Contractor's address has changed to 3301 R-Coors Blvd NW #270, Albuquerque, NM 87120.



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:

Martha Archuleta
NAME (TYPE OR PRINT)
Martha Archuleta
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:

DR FUEL GOOD
COMPANY NAME
TOM ARCHULETA
OFFICER'S NAME (TYPE OR PRINT)
[Signature]
SIGNATURE
OWNER
TITLE
NOV- 4th 2015
DATE

WITNESS:

LAUREEN M. MARTIN
NAME (TYPE OR PRINT)
[Signature]
SIGNATURE

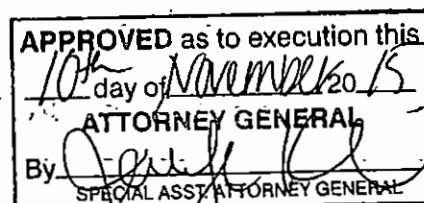
NORTH DAKOTA DEPARTMENT
OF TRANSPORTATION

Grant Levi
DIRECTOR (TYPE OR PRINT)
[Signature]
SIGNATURE
11/12/15
DATE

APPROVED as to substance by:

[Signature]
DIVISION DIRECTOR (TYPE OR PRINT)
[Signature]
SIGNATURE
11-10-15
DATE

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



**North Dakota Department of Transportation
AMENDMENT TO CONTRACT NO. 50141765**

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 Dr. Fuel Good, hereinafter known as the Contractor, whose address is 309 Delamar Ave NW, Albuquerque, NM 87107.

WHEREAS, the parties entered into a contract on December 1st, 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 has been extended one time through November 30th, 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 November 30th, 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:

Martha Archuleta

NAME (TYPE OR PRINT)

Martha Archuleta

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:

Dr. Fuel Good

COMPANY NAME

Thomas Archuleta

OFFICER'S NAME (TYPE OR PRINT)

Thomas Archuleta

SIGNATURE

Owner

TITLE

November 18, 2016

DATE

WITNESS:

Sandra Goebel

NAME (TYPE OR PRINT)

Sandra Goebel

SIGNATURE

NORTH DAKOTA DEPARTMENT
OF TRANSPORTATION

Grant Levi

DIRECTOR (TYPE OR PRINT)

Grant Levi

SIGNATURE

12/19/16

DATE

APPROVED as to substance by:

Robin Rehborg

DIVISION DIRECTOR (TYPE OR PRINT)

Robin Rehborg

SIGNATURE

12-12-16

DATE

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

