

North Dakota Department of Transportation
INVITATION TO BID

NDDOT Contract # 50160652

Bid Number: 988-89-16-050	Bid Opening Date & Time: 04/14/2016 02:00 PM
Items: Weed Spraying ROW- McLean,	Buyer: Alexis Wingo
Bid Mailing Address: 608 East Boulevard Ave.	Telephone Number: (701)328-2571
City, State, Zip: Bismarck, ND, 58505	Email: awingo@nd.gov
Contract Period: 05/01/2016 TO 04/30/2017	Date Prepared: 03/31/2016

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 (NDDOT) prior to the time and date specified for the bid opening. Bid responses received after the time and day specified for the bid opening will be rejected. Mark envelope with word "BID" and the opening time and date. **If your bid response is accepted by NDDOT, then your bid response will constitute a binding contract.**

CONTRACT

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

Vendor Name <u>Mid Dakota Vegetation Management</u>	Vendor Address <u>35920 Canham Place, Miller SD 57362</u>
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(hereinafter vendor). In consideration of and for the acceptance by the state of the offer made by the vendor pursuant to the bid response, the vendor agrees and promises to sell, furnish, and deliver to the state, at the time, places, and prices specified in the bid response, all goods, merchandise, supplies, commodities, equipment, or other items contained in the bid response and for which the vendor has been awarded this contract by the state. The vendor shall fully perform this contract in accordance with the terms and conditions contained in the bid response including all specifications, rules, or regulations mentioned therein, and shall comply with all applicable provisions of the NDAC 04-12-01 – 04-12-16 promulgated by the State Purchasing Division; such manual being made a part of this contract by reference. The Risk Management Appendix and Appendices A and E of the Title VI Assurances, attached, are hereby incorporated into and made a part of this agreement.

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

Vendor Name <u>Mid Dakota Vegetation Management - Jack Doolittle Co/owner</u>		
Mailing Address <u>35920 Canham Place, Miller SD. 57362</u>		
Telephone Number <u>605-870-0130</u>	Fax Number	E-mail Address <u>middakotaveg@cpkco.com</u>

Jack Doolittle CO/OWNER MVM

Name & Title (Type or Print)

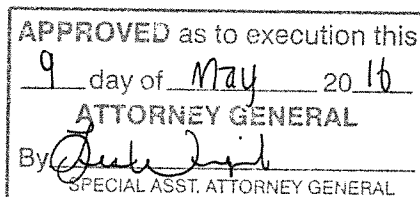
Signature [Signature]

Date 04/08/16

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 <u>Grant Levi</u> <u>Nancy R. Rosendahl, Dep. Dir.</u>	Date <u>10 MAY 2016</u>
Recommended for approval <u>Brian Sam</u>	Date <u>4-25-16</u>
	Approximate contract amount \$ <u>Unknown</u>



CLA 7480 (Div. 50)

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.

10. **Inspection and Investigations.** The State reserves the right to conduct inspections and investigations related to the bidder and offered commodities or services, including but not limited to the firm, its facility, personnel, qualifications, and the commodities and/or services offered to make determinations regarding compliance with the bid requirements and responsibility of the bidder.

11. **Materials and Workmanship.** All material and workmanship shall be subject to inspection and testing at the discretion of the purchasing agency either at the point of manufacturer, place of storage, or upon receipt.

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

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

13. **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. However, the contractor may enter into subcontracts provided that any such subcontractor acknowledges the binding nature of this contract and incorporates this contract, including any attachments. The contractor is solely responsible for the performance of any subcontractor. The contractor shall not have the authority to contract for or incur obligations on behalf of the State.

14. **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.

15. **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: Jack Doolittle
(Name of person servicing this contract)

BUSINESS NAME: M.d Dakota Vegetation Management

MAILING ADDRESS: 35920 Canham Place

CITY & STATE: M.ller SD ZIP CODE: 57362

PHONE NUMBER: 852-2869 TOLL FREE: 605 870 0130

FAX NUMBER: 852 2781 E-MAIL: middakotaveg@qphco.com

BIDDER 988-89-16-050

**North Dakota Department of Transportation
Right-of-Way Noxious Weed Spraying
For the following counties
BURKE, DIVIDE, WILLIAMS, MCLEAN, GRIGGS and STEELE**

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 Burke, Divide, Williams, McLean, Griggs and Steele Counties.

Miles Of State Roadway To Be Sprayed

	2-Lane	4-Lane
BURKE	126.7	0
DIVIDE	110.0	0
WILLIAMS	170.4	74.1
MCLEAN	228.3	58.6
GRIGGS	83.1	0
STEELE	65.43	0

only Bid

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/pesticide/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.

BIDDER 988-89-16-050

BID RESPONSE

EMPLOYEE CERTIFICATION INFORMATION REFERENCE – SCOPE OF WORK, PARA. 2		
EMPLOYEE NAME	CERTIFICATION NUMBER Attach copies of certificates	EXPIRATION DATE
✓ Jack Doolittle	2015 # (138592 ND)	2016 Applied For ✓
Andrew Canham	2015 # (138593 ND)	2016 Applied For ✓
Ken Steward	2015 # (1006478 ND)	2016 Applied For
✓ Joseph Ulyric	2015 # (10045609)	2016 Applied For ✓
Jordan Peterson	2015 # () NO	2016 Applied For
All applications have been ^{re} applied for in 2016 Licenses are all in order and approved by N.D. Dept of Ag. and licenses will be sent ASAP, and will forward them to your office! (P 605 870 0130) All are licensed in SD see SD's copies		

IDENTIFICATION AND WEED CONTROL USING THE 'SPOT SPRAY' METHOD REFERENCE - SCOPE OF WORK, PARA. 11		
ITEM	COUNTY	BID PRICE PER SPRAY HOUR
1	BURKE	\$
2	DIVIDE	\$
3	WILLIAMS	\$
4	MCLEAN	\$ 42.75
5	GRIGGS	\$
6	STEELE	\$

Bid Item 7 - 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: \$ 1.25 per Hour - Add to Spray Hour Rate

3 REFERENCES WITH CONTACT INFORMATION SUPPLIED YES ✓ NO

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX A OF THE TITLE VI ASSURANCES**

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 (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
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 will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.



**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX E OF THE TITLE VI ASSURANCES**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).



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



Michael Hodge
Mid Dakota Vegetation Management

35920 Canham PLACE

Miller, SD 57362

Out Of State

Applicator
Reciprocity

Category	Expiration	Category	Expiration
Ground Core	04/01/15	Right Of Way	04/01/15
Vertebrate	04/01/15		

#10045609 COMMERCIAL

Joe A Wylie
Mid Dakota Vegetation Management

35920 Canham PLACE

Miller, SD 57362

Out Of State

Applicator
Reciprocity

Category	Expiration	Category	Expiration
Ground Core	04/01/15	Right Of Way	04/01/15

#138592 COMMERCIAL

Jack William Doolittle

35920 Canham PLACE

Miller, SD 57362

Out Of State

Applicator
Reciprocity

Category	Expiration	Category	Expiration
Ground Core	04/01/15	Right Of Way	04/01/15

Andrew William Canham
Mid Dakota Vegetation Management

35920 Canham PLACE

Miller, SD 57362

Out Of State

Applicator
Reciprocity

Category	Expiration	Category	Expiration
Ground Core	04/01/15	Right Of Way	04/01/15

#10022199 COMMERCIAL

Kelly J Sharp
Mid Dakota Vegetation Management

35920 Canham PLACE

Miller, SD 57362

Out Of State

Applicator
Reciprocity

Category	Expiration	Category	Expiration
Ground Core	04/01/15	Right Of Way	04/01/15

#10060478 COMMERCIAL

Ken Stewart
Mid Dakota Vegetation Management

35920 Canham PLACE

Miller, SD 57362

Out Of State

Applicator

Category	Expiration	Category	Expiration
Ground Core	04/01/15	Right Of Way	04/01/15
Vertebrate	04/01/15		

#10051500 COMMERCIAL

Marvin Nelson
Mid Dakota Vegetation Management

35920 Canham PLACE

Miller, SD 57362

Out Of State

Applicator
Reciprocity

Category	Expiration	Category	Expiration
Ground Core	04/01/15	Right Of Way	04/01/15

SD Dept. of Agriculture
Commercial Applicator License



AP9715

Joseph A Wylie
507 1/2 6TH ST APT 305
Rapid City SD 57702-2771
Mid Dakota Veg Management - Miller
Signature



Ground
Issued: 03/01/2016
Expires: 02/28/2018
License valid only if
categories (on back)
are current

Categories and Expiration Dates

G--02/28/2018

1A--02/28/2018

12--02/28/2017





DIVISION OF AGRICULTURAL SERVICES
Foss Building, 523 East Capitol
Pierre, South Dakota 57501-3182
Phone (605) 773-4432
FAX (605) 773-3481
www.sdda.sd.gov/Ag_Services/

03/04/2015

JORDAN R PETERSON
19459 393TH AVE
HITCHCOCK SD 57348-6819

- Enclosed is/are the license(s) for which application was made.
- Please detach license(s) from this sheet using perforations provided.
- Questions regarding license(s) should be directed to the above address.

SD Dept. of Agriculture
Commercial Applicator License



1 0 1 7 0 1 6

AP12228

Jordan R Peterson
19459 393TH AVE
Hitchcock SD 57348-6819
Mid Dakota Veg Management - Miller
Signature



Ground
Issued: 03/04/2015
Expires: 02/28/2017
Cert: G 1A 1B 7 12

F
O
L
D

Categories and Expiration Dates

G-02/28/2017 7-02/28/2017
1A-02/28/2017
1B-02/28/2017

12-02/29/2016

ND, ~~ND~~ License has been applied for
have not received as of yet.
Was licensed in 2015 in ND. all in
order will send as soon as I receive it

TEAR ME OFF



DIVISION OF AGRICULTURAL SERVICES
Foss Building, 523 East Capitol
Pierre, South Dakota 57501-3182
Phone (605) 773-4432
FAX (605) 773-3481
www.sdda.sd.gov/Ag_Services/

03/01/2016

JACK W DOOLITTLE
PO BOX 344
HIGHMORE SD 57345-0344

- Enclosed is/are the license(s) for which application was made.
- Please detach license(s) from this sheet using perforations provided.
- Questions regarding license(s) should be directed to the above address.

**SD Dept. of Agriculture
Commercial Applicator License**



AP1066

Jack W Doolittle
PO Box 344
Highmore SD 57345-0344
Mid Dakota Veg Management - Miller
Signature

Ground
Issued: 03/01/2016
Expires: 02/28/2018
License valid only if
categories (on back)
are current



Categories and Expiration Dates

G--02/28/2018 7--02/28/2018
1A--02/28/2018

**SOUTH DAKOTA
DEPARTMENT OF AGRICULTURE**

Foss Building - 523 E. Capitol
Pierre, South Dakota 57501

License No. DL1545

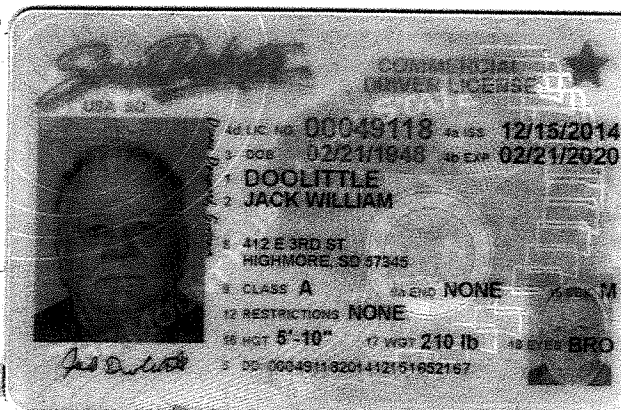
**Pesticide Dealer License
NON-TRANSFERABLE**

This is to certify that Jack W Doolittle of Mid Dakota Veg Management Miller SD is hereby licensed according to the provisions of SDCL 38-21 and is authorized to engage in the selling of restricted use pesticides in the State of South Dakota for the period ending: **02/28/2018**



Date Issued: 03/01/2016

Secretary of Agriculture





DIVISION OF AGRICULTURAL SERVICES
Foss Building, 523 East Capitol
Pierre, South Dakota 57501-3182
Phone (605) 773-4432
FAX (605) 773-3481
www.sdda.sd.gov/Ag_Services/

03/04/2015

KEN E STEWART
711 E 2ND ST
MILLER SD 57362-1511

- Enclosed is/are the license(s) for which application was made.
- Please detach license(s) from this sheet using perforations provided.
- Questions regarding license(s) should be directed to the above address.

SD Dept. of Agriculture
Commercial Applicator License



1 0 1 4 9 2 7

AP10523

Ken E Stewart
711 E 2ND ST
Miller SD 57362-1511
Mid Dakota Veg Management - Miller
Signature

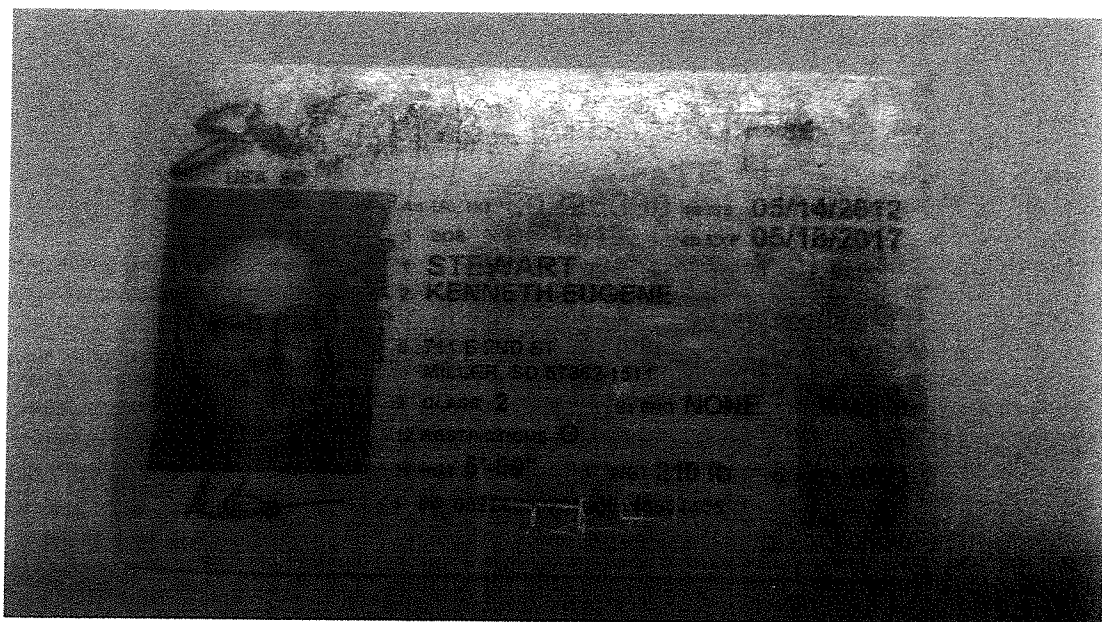


Ground
Issued: 03/02/2015
Expires: 02/28/2017
Cert: G 1A 7 12

F
O
L
D

Categories and Expiration Dates

G-02/28/2017	7-02/28/2017
1A-02/28/2017	
	12-02/28/2017



SD Dept. of Agriculture
Commercial Applicator License



AP1062

Andrew W Canham
35920 Canham Pl
Miller SD 57362-5607
Mid Dakota Veg Management - Miller
Signature

Ground
Issued: 03/01/2016
Expires: 02/28/2018
License valid only if
categories (on back)
are current

F
O
L
D

Categories and Expiration Dates

G-02/28/2018 7-02/28/2018
1A-02/28/2018

12-02/28/2017

USA

COMMERCIAL DRIVER LICENSE

46 LIC NO 00108255 4a ISS 01/22/2016
 5 DOB 01/11/1964 4b EXP 01/11/2021

1 CANHAM
 2 ANDREW WILLIAM

3 35920 CANHAM PL
 7 MILLER, SD 57362-0607

9 CLASS B 11 END N 10 SEX M

12 RESTRICTIONS KL

16 HGT 5'-10" 17 WGT 200 lb 18 EYES BLU

5 DO 00108255201601221035159

ENDOR

Andrew William Canham

AW

0000 388 00
 04/2021643641242

CLASS: B - SINGLE VEHICLE GREATER THAN 26,000 LB GVWR. INCLUDES CAR/LIGHT TRUCK/MOPED
 ENDORSEMENTS: N - TANK

RESTRICTIONS: K - INTRASTATE ONLY, L - NO AIR BRAKE EQUIPPED CMV

01-11-1964

Rev. 11-03-2009
 RENEWABLE 180 DAYS PRIOR TO EXPIRATION

Public Search Engine and List Generator Website

ID & Name: 138810 WALKER RYAN D

City, State: HILLSBORO, ND

[Return Back](#)

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

May 5, 2016

MidDakota Vegetation Management
35920 Canham Place
Miller, SD 57362

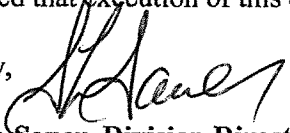
Dear Contractor:

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. 988-89-16-0130

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

Date 05/05/2016

Jack Doolittle Co-owner MVM
Type or Print Name & Title


Signature



CERTIFICATE OF LIABILITY INSURANCE

OP ID: KP

DATE (MM/DD/YYYY)

04/28/2016

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 Hand County Insurance Agency PO Box 317,131 North Broadway Miller, SD 57362 Kristi M. Prince		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: MIDDA-1	
INSURED MidDakotaVegetationManagement Andy Canham/Jack Doolittle 35920 Canham Place Miller, SD 57362	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Nautilus Insurance Company		
	INSURER B:		
	INSURER C: Great Divide Insurance Company		
	INSURER D:		
	INSURER E: Great Divide Insurance Company		
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						
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X	X	ECP2008342-13	03/23/2016	04/01/2017	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> Pollution						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							Pollution \$ 2,000,000
C	AUTOMOBILE LIABILITY	X	X	BAP2008343-13	03/23/2016	04/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
C	<input checked="" type="checkbox"/> ALL OWNED AUTOS			BAP2008343-13	03/23/2016	04/01/2017	BODILY INJURY (Per accident) \$
C	<input checked="" type="checkbox"/> SCHEDULED AUTOS			BAP2008343-13	03/23/2016	04/01/2017	PROPERTY DAMAGE (PER ACCIDENT) \$
C	<input checked="" type="checkbox"/> HIRED AUTOS			BAP2008343-13	03/23/2016	04/01/2017	Med Payments \$ 5,000
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DEDUCTIBLE						
	RETENTION \$						
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCA2008341-13	03/23/2016	04/01/2017	WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

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

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
Kristi M. Prince

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Mid Dakota Vegetation Management
35920 Canham Pl
Miller SD 57362

References: N.D. Game and Fish Dept.

Dan Halstead, District Wildlife Resource Sup.

701-654-7475 ext 28

Email: dkhalsstead@nd.gov

S.D. DOT

Philip Dwight - Aberdeen Area Engineer

605-626-7885

USDA Forest Service

Fort Peire National Grasslands

1020 N. Deadwood Ave.

Ft. Peire S.D. 57352

308-432-0380 Kimberly Tompkins

SD DOT Peire Region Office

605-773-3464

John Foreman P.E.

Region, Engineer.

WAPA UGP

US. DOE/Western Area Power

P.O. Box 1173

Bismarck N.D. 58502-1173

Michael Lowe # 701-221-4529

**North Dakota Department of Transportation
AMENDMENT TO CONTRACT NO. 50160652
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 MidDakota Vegetation Management, hereinafter known as the Contractor, whose address is 35920 Canham Place, Miller, South Dakota 57362.

WHEREAS, the parties entered into a contract on May 9, 2016; 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 terms 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, 2018.



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:

ANDREW CANHAM
NAME (TYPE OR PRINT)

SIGNATURE

[Signature]
CO/owner MVM

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:

Mid Dakota Vegetation Management
COMPANY NAME

Jack Doolittle CO/owner MVM
OFFICER'S NAME (TYPE OR PRINT)

SIGNATURE

TITLE

DATE

[Signature]
CO/owner M.D. Dak Veg
03/10/2017

WITNESS:

Sandra Goebel
NAME (TYPE OR PRINT)

SIGNATURE

[Signature]

NORTH DAKOTA DEPARTMENT
OF TRANSPORTATION

Grant Levi
DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

[Signature]
3/30/17

APPROVED as to substance by:

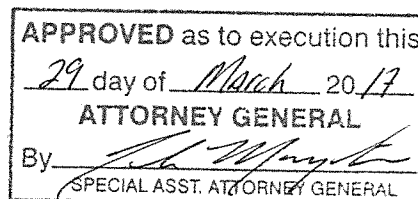
Brad Darr
DIVISION DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

[Signature]
3-29-17

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



**North Dakota Department of Transportation
AMENDMENT TO CONTRACT NO. 50160652
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 MidDakota Vegetation Management, hereinafter known as the Contractor, whose address is 35920 Canham Place, Miller, SD 57362.

WHEREAS, the parties entered into a contract on 04/25/2016; 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 terms 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, 2019.



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:

Sandra Selting
NAME (TYPE OR PRINT)
Sandra Selting
SIGNATURE
Hand County Auditor

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:

Mid Dakota Vegetation Management
COMPANY NAME
Andrew Canham
OFFICER'S NAME (TYPE OR PRINT)
Andrew Canham
SIGNATURE
Co-owner
TITLE
3-26-2018
DATE

WITNESS:

Sandra Goebel
NAME (TYPE OR PRINT)
Sandra Goebel
SIGNATURE

NORTH DAKOTA DEPARTMENT
OF TRANSPORTATION

South RONALD J. HENKE
DIRECTOR (TYPE OR PRINT)
[Signature]
SIGNATURE
4/11/18
DATE

APPROVED as to substance by:

Brad Darr
DIVISION DIRECTOR (TYPE OR PRINT)
[Signature]
SIGNATURE
4-9-18
DATE

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

