

North Dakota Department of Transportation

INVITATION TO BID

NDDOT Contract # 50112014

Bid Number: 926-15-11-050	Bid Opening Date & Time: 08/30/2011 02:00 PM
Items: Air Monitoring Service	Buyer: Marilyn Langehaug
Bid Mailing Address: 608 East Blvd. Ave., Rm. 222	Telephone Number: 701-328-4466
City, State, Zip: Bismarck, ND 58505-0700	Email: mlangehaug@nd.gov
Contract Period: 09/01/2011 TO 10/31/2013	Date Prepared: 07/27/2011

BID RESPONSE

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

CONTRACT

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

Vendor Name <u>Badlands Environmental Consultants, Inc.</u>	Vendor Address <u>1008 E. Central Avenue Bismarck, ND 58501</u>
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(hereinafter vendor). In consideration of and for the acceptance by the state of the offer made by the vendor pursuant to the bid response, the vendor agrees and promises to sell, furnish, and deliver to the state, at the time, places, and prices specified in the bid response, all goods, merchandise, supplies, commodities, equipment, or other items contained in the bid response and for which the vendor has been awarded this contract by the state. The vendor shall fully perform this contract in accordance with the terms and conditions contained in the bid response including all specifications, rules, or regulations mentioned therein, and shall comply with all applicable provisions of the NDAC 04-12-01 – 04-12-16 promulgated by the State Purchasing Division; such manual being made a part of this contract by reference. The Risk Management Appendix and Civil Rights Appendix, both attached, are hereby incorporated into and made a part of this agreement.

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

Vendor Name <u>Badlands Environmental Consultants, Inc.</u>		
Mailing Address <u>1008 E. Central Avenue, Bismarck, ND 58501</u>		
Telephone Number <u>701-223-7335</u>	Fax Number <u>701-223-7340</u>	E-mail Address <u>badlands@midconetwork.com</u>

James D. McGurran, CEO/owner
Name & Title (Type or Print)

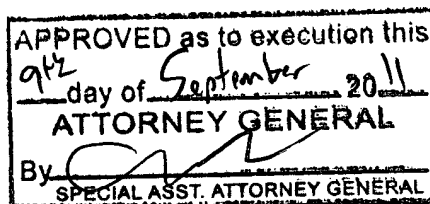
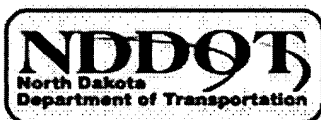
James D. McGurran
Signature

August 1, 2011
Date

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

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

Authorized Signature <u>Francis G. Ziegler</u> <i>by Linda N. Buck</i>	Date <u>9-9-2011</u>
Recommended for approval <u>R. J. Buckley</u>	Approximate contract amount \$ <u>unknown</u>
Date <u>8 Sep 11</u>	



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 - 926-15-11-050
BID OPENING DATE/TIME - August 30, 2011; 2:00 p.m.
N. D. DEPT. OF TRANSPORTATION
PROCUREMENT, RM 222
608 E BOULEVARD AVE
BISMARCK ND 58505-0700

BIDDERS INSTRUCTIONS

1. **Acceptance/Rejection/Waiver.** The state of North Dakota reserves the right to accept or reject any or all bids and to waive minor irregularities or technicalities, provided such waiver does not substantially change the offer or provide a competitive advantage to any vendor, in the judgment of the state.
2. **Affirmative Action.** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of handicapped, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or physical handicap.
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 August 16, 2011. (Contact information is indicated on cover page). The bidder is cautioned that the requirement of this solicitation can be altered only by written amendments and that verbal communications from whatever source are of no effect.

12. **Definitions.**

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

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

14. **Electronic & Facsimile Bids.** Bid responses are not to be email attached or faxed to the NDDOT 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 Appendix will be incorporated into the contract. The successful Bidder may be required to furnish proof of insurance, as detailed in the Risk Management Appendix.

17. **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. **Packaging.** All shipments are to be packaged according to accepted commercial practices to avoid damage in shipment.

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

22. **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.

23. **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.

24. **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.

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

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

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

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

28. **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.

29. **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.

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

31. **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.

32. **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 September 1, 2011 and ending October 31, 2013, 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 twenty-four (24) months each, not to exceed seventy-two (72) 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 of default to the contractor may terminate the whole or any part of this contract:
 - i. If the contractor fails to provide services required by this contract within the time specified herein or any extension thereof; or
 - ii. If the contractor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms and after receipt of written notice from the State, fails to correct such failures within ten days or such longer period as NDDOT may authorize.
 - iii. The rights and remedies of the State provided in the above clause related to defaults by the contractor are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- d. **Termination, Deliveries.** If the contract is terminated for any reason, the contractor is responsible for delivery of all commodities and services ordered prior to the termination, unless those orders had been canceled by the Purchasing Agency or Entity.

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

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

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

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

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

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

10. **Billing and Payment Procedures:** Invoices are to be submitted to Russ Buchholz, NDDOT, 608 East Boulevard Avenue, Bismarck, ND 58505-0700, after completion of each sampling event together with reasonable supporting documentation requested by NDDOT. Payment shall be made after receipt of the final report for each sampling period and request for payment. The NDDOT will be billed for actual services employed.

Unless otherwise agreed, the contractor shall be paid in full at the contract rates for any additional services performed at NDDOT's request in excess of those stated in the agreement. The NDDOT shall remain obligated to pay the contractor for services even though the test results or report produced by the Contract may contain conclusions unfavorable to the client's interests.

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.

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

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

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

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

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

NAME: James D. McGurran
(Name of person servicing this contract)

BUSINESS NAME: Badlands Environmental Consultants, Inc.

MAILING ADDRESS: 1008 E. Central Avenue

CITY & STATE: Bismarck, ND ZIP CODE: 58501

PHONE NUMBER: 701-223-7335 TOLL FREE: 877-874-4319

FAX NUMBER: 701-223-7340 E-MAIL: badlands@midconetwork.com

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
SPECIFICATION FOR
ASBESTOS AIR MONITORING AGREEMENT
608 East Boulevard Avenue, Bismarck, ND**

The NDDOT will enter contract for the service of on-site asbestos air monitoring utilizing Phase Contrast Analysis (PCM) in accordance with EPA and OSHA regulations.

The awarded contractor will perform random sampling on the basement, first, second and third floors of the NDDOT building located at 608 East Boulevard Avenue, Bismarck, ND on an annual basis. Sampling may be requested by the NDDOT on a more frequent or specific project requirement basis.

The contractor will collect up to four samples per floor during each sampling period. Each floor is approximately 24,000 square feet. The current contractor has taken 17 samples per year for the past two years.

The fourth and fifth floors of the building have been abated and do not require asbestos air monitoring. The basement and first floors are scheduled for asbestos abatement during the next year. By late 2012, those two floors will not require asbestos air monitoring.

The contractor will provide NDDOT a written report upon completion of each sampling period, which will include all air sample analysis results and applicable logs of observations made while the contractor is on site.

All contracted work will be conducted under the direct supervision of a Certified Industrial Hygienist (CIH).

If airborne fiber concentrations approach or exceed OSHA Permissible Exposure Limit (PEL) and at any time deemed necessary, the contractor will submit the air samples for TEM analysis. If asbestos fibers are present in the air samples then work activities may require change with engineering controls implementation.

Any and all employees of the Contractor or other persons, while engaged in the performance of any work or services required by the Contractor under this agreement, shall be considered employees of the Contractor only and not of the NDDOT.

Unless otherwise specified, the NDDOT grants the Contractor, its employees, agents, and subcontractors right of entry to perform the required work. Contractor shall notify the NDDOT four days in advance of visit. While reasonable precautions will be exercised by the Contractor to minimize damages, it is understood by NDDOT that the use of exploratory equipment may unavoidably disturb existing conditions, the correction of which is not part of this contract.

The contractor warrants to NDDOT that the contractor will perform the services in accordance with generally accepted scientific practice in effect at the time the services are performed. The contractor warrants that at the time in which the services are performed it possesses all necessary licenses and permits to perform this contract and has the authority to enter into this contract.

The contractor agrees that it will not disclose any information related to the properties upon which the services are to be performed, obtained by it in preparation for or during the performance of the services, or any reports of the results of the services, to any person or entity other than persons who work for or with the contractor to obtain test results or to NDDOT representatives which shall be identified by the NDDOT, without prior written consent of the NDDOT.

The contractor will be responsible for coordinating all service related activities including invoicing with the NDDOT designated representative.

Russ Buchholz, IT Director (or designee)
(701) 328-2561
rjbuchholz@nd.gov

BID RESPONSE

ITEM NO.	QTY.	UNIT	DETAILED SPECIFICATIONS	UNIT PRICE
1*	AIR MONITORING – WEEK DAY RATE *Basis for Award			
	1	DAY	Daily Rate includes all related expenses	\$ 325. ⁰⁰ *
2	AIR MONITORING – NIGHTS (AFTER 5 PM) OR WEEKENDS			
	1	DAY	Daily Rate includes all related expenses	\$ 425. ⁰⁰
3	TEM ANALYSIS (24-HR TAT)			
	1	SAMPLE	All expenses, less shipping, included.	\$ 130. ⁰⁰
4	SHIPPING/HANDLING FLAT RATE			
	1	EACH	FLAT RATE PER SHIPMENT	\$ 36. ⁰⁰

ANY ALTERATIONS OR CORRECTIONS MADE TO THE UNIT OR TOTAL PRICE MUST BE INITIALED BY THE BIDDER.
FAILURE TO DO SO MAY BE CAUSE FOR BID REJECTION.

BIDDER _____

Amendment No. 1

To: ALL INTERESTED SUPPLIERS
From: Marilyn Langehaug, Financial Management Division, Procurement Office
North Dakota Department of Transportation
Date: July 28, 2011
Re: 926-15-11-050, Air Monitoring Service

The solicitation is amended as follows:

1. Specification

Delete page 7 of 8 from the bid document. Insert page 7 of 8 which is attached as the 2nd page of this amendment.

2. General Contract Terms and Conditions, #7, Contract Price Adjustment

Delete the 3rd sentence of the 1st paragraph and insert the following sentence.

The request for price adjustment shall be submitted to the Procurement Office not later than September 15th each year and must include justification for the proposed change.

Vendors are instructed to acknowledge receipt of and compliance with this amendment by signing below and returning this acknowledgement with your bid or proposal.

Any questions regarding this amendment must be submitted in writing to the undersigned Procurement Officer.

Marilyn Langehaug, Procurement Officer
PHONE: 701-328-4466
FAX: 701-328-0310
E-MAIL: mlangehaug@nd.gov

By my signature below, I hereby acknowledge receipt of and compliance with this amendment to the above referenced solicitation.

PRINTED NAME OF BIDDER OR OFFEROR <u>and</u> TITLE	
James D. McGurran, CEO/owner	
SIGNATURE	DATE
James D. McGurran	August 1, 2011

Amendment No. 2

To: ALL INTERESTED SUPPLIERS
From: Marilyn Langehaug, Financial Management Division, Procurement Office
North Dakota Department of Transportation
Date: August 17, 2011
Re: 926-15-11-050, Air Monitoring Service

Bidders Instruction #11 of the solicitation established a deadline for receipt of questions. The responses to these questions are provided as addenda to the solicitation. When necessary, the solicitation has been amended.

Question 1) Would this bid include developing containment procedures and/or a containment plan or has that been completed and put into place already?

Answer 1) The asbestos is on the ceiling and is encapsulated. It is above the drop-tile ceiling, and no one is allowed above the tile without appropriate safety gear.

The only time the asbestos is disturbed is when we are remodeling or conducting an abatement on a specific floor of the building. In those instances, the remodel or abatement contractor is responsible for their project containment.

No amendment required.

Question 2) Just to clarify, this would be at the minimum once a year until 10-31-2013, so at a minimum three sampling periods?

Answer 2) Correct. During a remodel/abatement project we will be contracting for more frequent, possibly daily, monitoring. Please reference, Page 7 of 8, paragraph 2.

No amendment required.

The solicitation is amended as follows:

1. Reference Air Monitoring Specification, Page 7 of 8, for the following bid amendments:
 - a. In the 2nd paragraph, first sentence, delete the words 'basement, first'.
 - b. In the 4th paragraph, delete the sentence 'By late 2012, those two floors will not require asbestos air monitoring'. Add these sentences, 'The occupants of the basement and first floor are relocating during the abatement. No air monitoring will be required on these floors.'

Vendors are instructed to acknowledge receipt of and compliance with this amendment by signing below and returning this acknowledgement with your bid or proposal.

Any questions regarding this amendment must be submitted in writing to the undersigned Procurement Officer.

Marilyn Langehaug, Procurement Officer
PHONE: 701-328-4466
FAX: 701-328-0310
E-MAIL: mlangehaug@nd.gov

By my signature below, I hereby acknowledge receipt of and compliance with this amendment to the above referenced solicitation.

PRINTED NAME OF BIDDER OR OFFEROR <u>and</u> TITLE	
James D. McGurran, CEO	
SIGNATURE	DATE
James D. McGurran	8-26-11

**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



September 8, 2011

**James McGurren, CEO/Owner
Badlands Environmental Consultants, Inc.
1008 E Central Avenue
Bismarck ND 58501**

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, Director

CONTRACT NO. 50112014

Badlands Environmental Consultants, Inc. hereby states that the company has, and will maintain in force, insurance coverages (including proof of coverages) consistent with the contract specifications.

Date September 8, 2011

James D. McGurren, CEO
Type or Print Name & Title

James D. McGurren
Signature



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/9/2011

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 J LOOS & ASSOCIATES INC PO Box 30007 Raleigh, NC 27622	CONTACT NAME:	
	PHONE (A/C, No, Ext): (919) 256-6860	FAX (A/C, No): (877) 515-4166
	E-MAIL ADDRESS: jim.loos@jloosins.com	
	PRODUCER CUSTOMER ID #:	
INSURED Badlands Environmental Consultants, Inc. 1008 E. Central Ave. Bismark, ND 58501	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Westchester Surplus Lines Ins	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

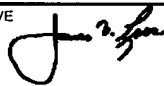
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			G22074660-005	12/31/10	12/31/11	EACH OCCURRENCE	\$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/> Contract Poll						PERSONAL & ADV INJURY	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 3,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 3,000,000
								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALLOWED AUTOS						BODILY INJURY (Per accident)	\$
<input type="checkbox"/> SCHEDULED AUTOS			PROPERTY DAMAGE (Per accident)	\$				
<input type="checkbox"/> HIRED AUTOS				\$				
<input type="checkbox"/> NON-OWNED AUTOS				\$				
	UMBRELLA LIAB	<input type="checkbox"/>	OCCUR				EACH OCCURRENCE	\$
	EXCESS LIAB	<input type="checkbox"/>	CLAIMS-MADE				AGGREGATE	\$
	DEDUCTIBLE						\$	
	RETENTION \$						\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/>	Y/N				WC STATUTORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

The State of North Dakota and its agencies, officers and employees are additional insureds for general liability as required by written contract. Waiver of Subrogation applies to General Liability as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

North Dakota Dept. of Transportation 608 East Boulevard Avenue Bismark, 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 

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Named Insured Badlands Environmental Consultants, Inc.			Endorsement Number
Policy Symbol EPW	Policy Number G22074660 005	Policy Period 12/31/2010 TO 12/31/2011	Effective Date of Endorsement
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED ENDORSEMENT - OWNERS, LESSEES OR CONTRACTORS
(PRIMARY AND NON-CONTRIBUTORY)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE
CONTRACTOR'S POLLUTION LIABILITY COVERAGE

SCHEDULE:

Name of Person or Organization:

Any person or organization that is an owner of real property or personal property on which you are performing operations, or a contractor on whose behalf you are performing operations, and only at the specific written request of such person or organization to you, wherein such request is made prior to commencement of operations.

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

SECTION II - WHO IS AN INSURED is amended to include:

- A. SECTION II - WHO IS AN INSURED** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B.** With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

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

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

- C.** The coverage provided hereunder shall be primary and not contributing with any other insurance available to those designated above under any other third party liability policy.

Named Insured Badlands Environmental Consultants, Inc.			Endorsement Number
Policy Symbol EPW	Policy Number G22074660 005	Policy Period 12/31/2010 TO 12/31/2011	Effective Date of Endorsement
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

SCHEDULE

Name of Person or Organization:

Any person or organization that is an owner of real property or personal property on which you are performing operations, or a contractor on whose behalf you are performing operations, and only at the specific written request of such person or organization to you, wherein such request is made prior to commencement of operations.

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

The **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition** is amended by the addition of the following:

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

All other terms and conditions remain the same.



CERTIFICATE OF LIABILITY INSURANCE

OP ID: A1

DATE (MM/DD/YYYY)

09/08/11

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

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

PRODUCER American Insurance Center (B) 1101 E Interstate Ave Bismarck, ND 58503 Todd Kovash		701-222-3303 701-483-3208	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: BADLEN2	FAX (A/C, No):	
INSURED Badlands Environmental Consulting, Inc. 1008 East Central Ave Bismarck, ND 58501		INSURER(S) AFFORDING COVERAGE INSURER A: Acuity INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:			NAIC # 14184

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	X	K71027	07/01/11	07/01/12	EACH OCCURRENCE \$ 1,000,000
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						MED EXP (Any one person) \$ 10,000
	X Business Owners						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 3,000,000
	X POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>						PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY	X	X	K71027	07/01/11	07/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	X HIRED AUTOS						\$
	X NON-OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DEDUCTIBLE						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**

STATB11 STATE OF ND & IT'S AGENCIES, OFFICERS & EMPLOYEES (STATE) NDDOT PO BOX 5507 BISMARCK, ND 58506	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>Todd Kovash</i>
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STATE OF NORTH DAKOTA
ITS OFFICERS & EMPLOYEES
PO BOX 5507
BISMARCK ND 58506

highest dollar limit and we shall not be liable for a greater proportion of any loss to which this coverage applies than the Limit of Liability hereunder bears to the sum of the applicable Limit of Liability of this coverage and the other insurance.

f. Reimbursement and Trust Agreement

In the event of the payment to any person under this coverage:

- (1) We shall be entitled to the extent of the payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of that person against any person or organization legally responsible for the *bodily injury* because of which that payment is made and we shall have a lien to the extent of that payment, notice of which may be given to the person or organization causing the *bodily injury*, his or her agent, his or her insurer or a court having jurisdiction in the matter;

- (2) That person shall hold in trust for our benefit all rights of recovery which he or she shall have against that other person or organization because of the *bodily injury*;

- (3) That person shall do whatever is proper to secure and shall do nothing after loss to prejudice those rights; and

- (4) That person shall execute and deliver to us instruments and papers as may be appropriate to secure those rights and obligations of that person and us established by this provision.

g. Excess Provision

Any coverage afforded under this endorsement which is in excess of the *basic no-fault benefits* required by the North Dakota Auto Accident Reparations Act shall be excess to any applicable *basic no-fault benefits* provided under the North Dakota Auto Accident Reparations Act.

SCHEDULE

Benefits	Limit of Insurance
AGGREGATE LIMIT	\$ 30,000
WORK LOSS OR SURVIVORS INCOME LOSS	150 Per Week
REPLACEMENT SERVICES LOSS OR SURVIVORS REPLACEMENT SERVICES LOSS	15 Per Day
FUNERAL EXPENSES	3,500



WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

CA-7157(12-93)

This endorsement modifies insurance provided under the following:

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

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

The following is added to the Transfer of Rights of Recovery Against Others to Us Loss Condition:

We will not exercise our right of recovery against the organization named in the Schedule because of *bodily injury* or *property damage* arising out of your use of a covered *auto* which occurs while under a contract with that organization. The waiver of our right applies only to the organization shown in the Schedule.

SCHEDULE

Person or Organization
(Name and Address)

STATE OF NORTH DAKOTA
ITS OFFICERS & EMPLOYEES
PO BOX 5507
BISMARCK ND 58506

FUNGI OR BACTERIA EXCLUSION (LIABILITY)

CB-0577(4-10)

This endorsement modifies insurance provided under the following:

BIS-PAK BUSINESS LIABILITY AND MEDICAL EXPENSES COVERAGE FORM

- A. The following exclusion is added to Paragraph 1 under Exclusions:

Fungi or Bacteria

- (1) *Bodily injury, property damage, personal injury or advertising injury* which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any *fungi* or *bacteria* on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

- (2) Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, *fungi* or *bacteria*, by any insured or by any other person or entity.

This exclusion does not apply to any *fungi* or *bacteria* that are, are on, or are contained in, a good or product intended for bodily consumption.

- B. The following definition is added to Liability and Medical Expenses Definitions:

"*Fungi*" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or by-products produced or released by fungi.

* ADDITIONAL INSURED - DESIGNATED PERSON(S) OR ORGANIZATION(S)

CB-7034(4-10)

This endorsement modifies insurance provided under the following:

BIS-PAK BUSINESS LIABILITY AND MEDICAL EXPENSES COVERAGE FORM

The following is added to Who Is an Insured:

Any person(s) or organization(s) shown in the Schedule is also an additional insured, but only with

respect to liability for *bodily injury, property damage or personal and advertising injury* caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations or in connection with your premises owned by or rented to you.

SCHEDULE

Name of Additional Insured
Person(s) or Organization(s)
(Name and Address)

STATE OF NORTH DAKOTA
ITS OFFICERS & EMPLOYEES
PO BOX 5507
BISMARCK ND 58506

EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM

CB-7298(1-08)

This endorsement modifies insurance provided under the following:

BIS-PAK BUSINESS LIABILITY AND MEDICAL EXPENSES COVERAGE FORM

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM PUNITIVE DAMAGES

Damages arising, directly or indirectly, out of a *certified act of terrorism* that are awarded as punitive damages.

B. The following definition is added:

"*Certified act of terrorism*" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to

be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a *certified act of terrorism* include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.



WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

CB-0497F(1-06)

This endorsement modifies insurance provided under the following:

BIS-PAK BUSINESS LIABILITY AND MEDICAL EXPENSES COVERAGE FORM

Paragraph J2 of the Transfer of Rights of Recovery Against Others to Us condition in the Bis-Pak Common Policy Conditions is amended as follows:

We waive any right of recovery we may have

against the person or organization shown in the Schedule because of payments we make for injury or damage arising out of your ongoing operations or *your work* done under a contract with that person or organization and included in the *products-completed operations hazard*. The waiver applies only to the person or organization shown in the Schedule.

SCHEDULE

**Person or Organization
(Name and Address)**

STATE OF NORTH DAKOTA
ITS OFFICERS & EMPLOYEES
PO BOX 5507
BISMARCK ND 58506

**North Dakota Department of Transportation
AMENDMENT TO CONTRACT NO. 50112014**

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 Badlands Environmental Consultants, Inc., hereinafter known as the Contractor, whose address is 1008 East Central Avenue, Bismarck, North Dakota 58501.

WHEREAS, the parties entered into a contract on September 9, 2011; and

WHEREAS, the contract is for an Air Monitoring Service for the Highway Building located at 608 East Boulevard Avenue; and

WHEREAS, an asbestos abatement project will be conducted on the basement and first floors of the Highway Building during November and December 2011; and

WHEREAS, air monitoring during an asbestos abatement project falls within the scope of the current contract; and

NOW THEREFORE, the Contractor and NDDOT agree that the contract shall be amended to include the NDDOT Asbestos Air Monitoring Services proposal dated October 3, 2011 and the Badlands Environmental Consultants, Inc. proposal dated October 4, 2011. Both documents are attachments to this amendment.



1
CMS

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 Schirado

NAME (TYPE OR PRINT)

[Signature]

SIGNATURE

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

CONTRACTOR:

Badlands Environmental Consultants, Inc.

COMPANY NAME

James D. McGurran

OFFICER'S NAME (TYPE OR PRINT)

James D. McGurran

SIGNATURE

Chief Executive Officer

TITLE

October 4, 2011

DATE

WITNESS:

Shelly Peterson

NAME (TYPE OR PRINT)

[Signature]

SIGNATURE

NORTH DAKOTA DEPARTMENT
OF TRANSPORTATION

Francis G. Ziegler

DIRECTOR (TYPE OR PRINT)

[Signature]

SIGNATURE

DATE

APPROVED as to substance by:

Russell J. Buchholz

DIVISION DIRECTOR (TYPE OR PRINT)

[Signature]

SIGNATURE

6 OCTOBER 2011

DATE

APPROVED as to execution this
10th day of October 2011
ATTORNEY GENERAL
By Dale M. Kautzman
SPECIAL ASST. ATTORNEY GENERAL

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



NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

REQUEST FOR PROPOSAL

ASBESTOS AIR MONITORING SERVICES

Contract 50112014 Amendment

October 3, 2011

North Dakota Department of Transportation
Air Monitoring Scope of Work

INTRODUCTION

The North Dakota Department of Transportation (NDDOT) is seeking an asbestos air monitoring firm to carry out asbestos air monitoring and work area inspection service in the Department of Transportation building in Bismarck, North Dakota during asbestos abatement and reconstruction activities. The firm and its individuals selected for this project must be certified and licensed by the North Dakota Department of Health as asbestos project monitors.

The abatement project will include the removal of asbestos-containing fireproofing, floor tile, thermal system insulation and other asbestos-containing materials from the basement and first floor of the central office building located at 608 East Boulevard Avenue, Bismarck, ND.

The majority of the work under the contract will take place from October 31, 2011 and continuing for an estimated duration of nine (9) weeks.

SCOPE OF WORK

We are requesting proposals from all qualified vendors to work with NDDOT, their architect, Mutchler Bartram Architects (MBA) and their environmental consultant, Indoor Environment Group, Inc., (IEG) to perform all required and requested air monitoring services for the duration of the abatement project. The selected firm will:

1. Review and evaluate all documents already created as part of the project including the asbestos abatement specifications, the General Contractor specifications and the project drawings, which will be provided by NDDOT upon award of the contract.
2. Attend abatement contractor coordination activities including the pre-construction conference and periodic construction meetings.
3. Provide project air monitoring services for the duration of the project including, but not limited to, work area sampling, adjacent sampling and clearance sampling.
4. Perform and document daily, work area set-up, pre-encapsulation, post-encapsulation and work area completion inspections.
5. Monitor and document work in progress. Air monitoring technician must be on-site at all times during asbestos-related activities.
6. Enforce asbestos contractor compliance with project specifications.
7. Complete and submit weekly project reports.
8. Complete and submit project completion report upon completion of the project.

AIR MONITORING

This section describes air monitoring services to be carried out by the selected firm to verify that the building beyond the work area and the outside environment remains uncontaminated. This section also identifies maximum airborne fiber levels for both inside and outside the work area.

1. SAMPLING STRATEGY

- a) **Work Area Isolation:** Adjacent air sampling shall be conducted to detect faults in the work area isolation such as contamination of the building outside of the work area with airborne asbestos fibers, failure of filtration or rupture in the differential pressure system, or contamination of air outside the building.
 - i) Collect a minimum of 2 adjacent air samples per work area per 0 to 5 hour work shift.
- b) **Work Area Airborne Fiber Count:** Monitor airborne fiber counts in the work area. The purpose of this air monitoring will be to detect airborne asbestos concentrations that may challenge the ability of the work area isolation procedures to protect the balance of the building or outside of the building from contamination by airborne fibers.
 - i) Collect a minimum of 2 work area samples per work area per 0 to 5 hour work shift.
- c) **Work Area Clearance:** Sample and analyze air samples to determine if fiber counts have been reduced to an acceptable level.

2. STOP ACTION LEVELS

- a) **Inside Work Area:** Monitor airborne fiber concentrations in the work area to ensure concentrations remain below 1.0 fibers per cubic centimeter of air (f/cc). If the fiber counts rise above this figure for any sample collected, the work practices will be evaluated and revised to lower airborne fiber concentration.
 - i) If airborne fiber counts exceed 1.0 fibers per cubic centimeter for any period of time the abatement contractor shall be required to cease all work except corrective action until sampling has indicated that fiber concentrations are below 0.5 fibers per cubic centimeter.
- b) **Outside Work Area:** If any air sample collected outside of the work area exceeds the base line established below or 0.009 f/cc whichever is greater, immediately and automatically stop all work except corrective action. Work shall not resume until the cause of the evaluated fiber level has been determined and corrective action has been taken to alleviate the source of the elevated fiber level.

North Dakota Department of Transportation
Air Monitoring Scope of Work

- i) If the high reading was the result of a failure of work area isolation measures initiate the following actions:
 - (1) Require the abatement contractor to immediately erect new critical barriers to isolate the affected area from the balance of the building. The critical barriers shall be erected at the next existing structural isolation of the involved space (e.g. wall, ceiling, floor).
 - (2) Decontaminate the affected area.
 - (3) Required respiratory protection must be worn in affected area until area is cleared for re-occupancy in accordance with air sampling results.

3. ANALYTICAL METHODS

- a) Phase Control Microscopy (PCM) analysis will be performed using the NIOSH 7400 method. This analysis will be carried out at the job site for all project samples. A microscope and qualified technician with at least NIOSH 582 certification and two years experience must be set up at the job site. Verbal reports on air samples must be available within one hour of sample collection.
- b) Transmission Electron Microscopy (TEM), if necessary, will be performed off-site by an independent laboratory as selected by the Consultant. Results of these samples must be available within 48 hours of collection unless otherwise indicated by the NDDOT.
- c) Laboratory Certifications: The selected firm must be proficient in the AIHA PAT program, AIHA laboratory accreditation program or other proficiency program or an acceptable round robin program as approved by the NDDOT. Evidence of compliance must be posted on site.
- d) Within 48 hours of collection, the Contractor's OSHA compliance monitoring results shall be posted at the job site. This posting shall include the sampling time, volume collected, the name of the person sampled, and activity the individual was involved with. Analysis of these samples will be the responsibility of the abatement contractor.

4. SAMPLE VOLUMES

- a) General: The number and volume of air samples collected by the NDDOT's Representative and by the Contractor will be related to the type of activity in progress, the airborne particulate level, and to the number of personnel involved with the removal activity. These samples shall be in accordance with currently accepted industrial hygiene practices and shall be in compliance with applicable State and Federal regulations and the abatement specifications.

North Dakota Department of Transportation
Air Monitoring Scope of Work

b) Schedule of Air Samples:

- i) Before Start of Work: The air monitoring firm will collect air samples in the removal areas to determine background fiber concentrations.
- ii) Daily: From start of work area preparation until area has passed clearance monitoring, daily samples shall be collected. These shall include the air samples required by the North Dakota Department of Health, OSHA and the abatement specification. Additional samples will be collected as circumstances dictate.

(1) Daily monitoring shall include, but not limited to the following:

- (a) Adjacent Sampling
- (b) Work Area Sampling
- (c) Air Filtration Monitoring
- (d) Monitoring of Waste Transfer
- (e) Decontamination Chamber Monitoring

- iii) The Contractor's OSHA exposure monitoring shall be in compliance with OSHA regulations. The Contractor will be responsible for the collection and analysis of all OSHA compliance monitoring samples. The air monitoring firm shall review the contractor's compliance with these rules and maintain a log of sample results.

- (1) The selected air monitoring firm will be allowed to analyze the Contractor's OSHA compliance samples for this project but fees for those analyses should not be included in the air monitoring firm's proposed fees. Analysis of any samples other than project related samples required under this contract is not permitted on the project site or during normal project hours.

5. PERSONAL AIR MONITORING

- a) The NDDOT, or any of it's agents for this project, will not be responsible for the collection or analysis of the Contractor's OSHA personal exposure samples.

6. CLEARANCE TESTING

- a) To determine if the elevated airborne asbestos structure concentration encountered during abatement operations has been reduced to the specified level, the air monitoring firm will secure samples and analyze them according to the following procedures:
 - i) Aggressive sampling procedures as described below will be followed.
 - ii) PCM samples will be collected and analyzed as indicated below.

North Dakota Department of Transportation
Air Monitoring Scope of Work

- iii) **Work Area Clearance:** Upon meeting the PCM Clearance requirements. The work Part of IV Section L. Project Decontamination of the abatement specification can continue.
- b) **Aggressive Sampling**
 - i) All Air Samples will be taken using aggressive sampling techniques as follows:
 - (1) Before sampling pumps are started, the exhaust from forced-air equipment (leaf blower with approximately 1 horsepower electric motor) will be swept against all walls, ceilings, floors, ledges and other surfaces in the room. This procedure will be continued for 5 minutes per 10,000 feet of room volume.
 - (2) One 20-inch-diameter fan per 10,000 cubic feet of room volume will be mounted in a central location at approximately 2 meters above the floor, directed towards the ceiling and operated at low speed for the entire period of sample collection.
 - (3) Air samples will be collected in areas subject to normal air circulation away from HEPA units, room corners, obstructed locations, and sites near windows, doors or vents.
 - (4) After air sampling pumps have been shut off, fans can be removed from the area.
- c) **Sample Quantities/Analysis (PCM)**
 - i) In each homogeneous Work Area after completion of all cleaning work, a minimum of 5 air samples will be collected for analysis.
 - ii) Sample quantities are based on Work Area volume of less than 25,000 square feet. For Work Areas larger in size, one additional sample should be collected for every 5,000 square feet over 25,000 square feet.
 - iii) Samples will be collected on 25mm cassettes with extension cowl and 0.8 micron mixed cellulose ester filter media.
 - iv) Analysis: Fibers on each filter will be measured according to the NIOSH 7400 Method
 - v) Release Criteria: Decontamination of the work site is complete when every Work Area sample collected is at or below 0.01 fibers per cubic centimeter. If any sample is above this level, the decontamination process is incomplete and recleaning per Part IV; Section L Project Decontamination of the abatement specification is required.

North Dakota Department of Transportation
Air Monitoring Scope of Work

- d) Work of this Section will not begin until the visual inspection described in "Part IV; Section L. Project Decontamination" of the abatement specification is complete.

PERSONNEL REQUIREMENTS

On-site air monitoring technicians must have completed a NIOSH 582 or equivalent course, meet the criteria defined by OSHA regulation 29 CFR 1926.33(F), be considered proficient by the AIHA asbestos analyst registry or be participating in the AIHA PAT program or similar, be currently licensed by the State of North Dakota as a project monitor and have a minimum of two years experience on the asbestos air monitoring field.

The technician(s) assigned to this project must be on-site during all asbestos-related activities. Indoor Environment Group's Project Manager must be notified prior to the technician leaving the site during working hours except during lunch or break periods. The NDDOT will not reimburse hours off-site.

The NDDOT and Consultant shall have the authority to review, approve and change the monitoring technician as necessary.

Badlands Environmental Consultants, Inc.

Mark E. Emter
President

James D. McGurren
Chief Executive Officer

October 4, 2011

Mr. Russ Buchholz
ND Department of Transportation
608 East Boulevard Avenue
Bismarck, ND 58505-0700

RE: Q11-0101 Asbestos Air Monitoring & Project Management Cost Estimates
ND DOT Administration Building
Bismarck, ND
Contract 50112014 Amendment

Dear Mr. Buchholz:

Badlands Environmental Consultants, Inc. (BEC) is pleased to provide the North Dakota Department of Transportation (NDDOT) with the following cost estimates to conduct on-site air monitoring and project management services for an upcoming asbestos abatement project in the basement and on 1st floor at the NDDOT Administration Building located on the Capital grounds in Bismarck, ND. This proposal is based on the Request For Proposal for Asbestos Air Monitoring Services, provided by the NDDOT via e-mail, dated October 3, 2011. It is our understanding the majority of the asbestos abatement project will be performed in November and December, 2011.

ASBESTOS AIR MONITORING & PROJECT MANAGEMENT SERVICES

- Provide an IHT to conduct onsite daily asbestos air monitoring and project management services as outlined in the NDDOT RFP – Scope of Work items 1-8.
- Conduct PCM and/or TEM final clearance air monitoring utilizing an EPA and State of North Dakota certified Project Monitor.
- Provide the NDDOT, and designated project contractors, with a final comprehensive report.

BEC will provide these services according to the following price schedule:

SERVICE ITEM

FEE SCHEDULE

- | | |
|------------------------------------|----------------------|
| • Onsite Air Monitoring | \$450.00/ 10 hr. day |
| • Onsite Air Monitoring (Weekends) | \$525.00/ 10 hr. day |
| • TEM Analysis (NIOSH 7402) | \$105.00/sample |
| • TEM Analysis (AHERA) | \$85.00/sample |

- Project Manager (meetings, reports) \$70.00/hour
- Shipping (if necessary for TEM samples) \$42.00/shipment

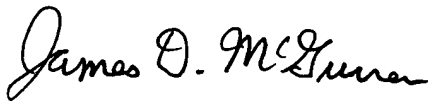
Please note that the customer will be billed only for actual services employed. The customer will be billed based on the rates provided above. BEC will coordinate all activities with you or your designated representative to ensure project efficiency. All work will be conducted under the supervision of our retained Certified Industrial Hygienist (CIH).

BEC strives to provide high-quality, customized environmental services to our clients by utilizing experienced professionals and the most efficient analytical and evaluative processes. BEC has worked with the ND DOT for the past 12 years providing onsite and ambient asbestos air monitoring/project management services and we look forward to continuing our working relationship with you.

Please contact us at 223-7335 if you have any questions or would like further information regarding this proposal. Thank you for your consideration and we look forward to working with you on this project.

Sincerely,

Badlands Environmental Consultants, Inc.



James D. McGurren
Chief Executive Officer

**North Dakota Department of Transportation
AMENDMENT TO CONTRACT NO. 50112014
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 Badlands Environmental Consultants, Inc., hereinafter known as the Contractor, whose address is 1008 East Central Avenue, Bismarck, ND 58501.

WHEREAS, the parties entered into a contract on September 9, 2011; and

WHEREAS, the contract provides an air monitoring service for the Highway Building located at 608 East Boulevard Avenue primarily due to the presence of asbestos in the building; and

WHEREAS, an asbestos abatement project will be conducted on the second and third floors of the Highway Building commencing in December 2013, which shall be the final abatement completing the removal of asbestos from the building; and

WHEREAS, air monitoring services will be required until the building is asbestos free with increased air monitoring during the abatement removal project; and

NOW THEREFORE, the Contractor and NDDOT agree that the contract shall be amended to include the NDDOT 'Air Monitoring Scope of Work - Phase III' document and the Badlands Environmental Consultants, Inc. two page proposal response dated September 17, 2013. Both documents are attachments to this amendment.

And, the term of the contract shall be extended through June 30, 2014.



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:

Mark Enter
NAME (TYPE OR PRINT)
Mark Enter
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:

Badlands Environmental Consultants, Inc
COMPANY NAME
James D. McGurran
OFFICER'S NAME (TYPE OR PRINT)
James D. McGurran
SIGNATURE
Chief Executive Officer
TITLE
September 18, 2013
DATE

WITNESS:

LAUREEN M. MARTIN
NAME (TYPE OR PRINT)
Laureen M. Martin
SIGNATURE

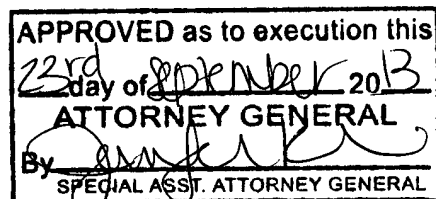
NORTH DAKOTA DEPARTMENT
OF TRANSPORTATION

Grant Levi
DIRECTOR (TYPE OR PRINT)
Grant E. Leffert
SIGNATURE
9/23/13
DATE

APPROVED as to substance by:

Russell J. Buchholz
DIVISION DIRECTOR (TYPE OR PRINT)
Russell J. Buchholz
SIGNATURE
20 September 2013
DATE

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



SCOPE OF WORK

We are requesting proposals from all qualified vendors to work with NDDOT, their architect, Mutchler Bartram Architects (MBA) and their environmental consultant, Indoor Environment Group, Inc., (IEG) to perform all required and requested air monitoring services for Phase III of the NDDOT asbestos abatement project.

Phase III will include the removal of asbestos-containing materials from the second and third floors of the Department of Transportation Building in Bismarck, North Dakota.

The anticipated project schedule is:

Pre-bid walk-thru	October 10, 2013
Bid Opening	October 24, 2013
Pre-construction meeting	November 2013
Second Floor Abatement	December 10, 2013 to January 24, 2014
Third Floor Abatement	January 27, 2014 to February 7, 2014

The selected firm will:

1. Review and evaluate all documents already created as part of the project including the asbestos abatement specifications, the General Contractor specifications and the project drawings, which will be provided by Owner upon award of the contract.
2. Attend abatement contractor coordination activities including:
 - a. pre-construction conference
 - b. weekly construction meetings
3. Provide project air monitoring services for the duration of the project including, but not limited to, work area sampling, adjacent sampling and clearance sampling.
4. Provide PCM air sample analysis for all required samples
5. Perform and document daily, work area set-up, pre-encapsulation, post-encapsulation and work area completion inspections.
6. Monitor and document work in progress. Air monitoring technician must be on-site at all times during asbestos-related activities.
7. Enforce asbestos contractor compliance with project specifications.
8. Complete and submit weekly project reports to Indoor Environment Group.
9. Complete and submit project completion report upon completion of the project.

AIR MONITORING

This section describes air monitoring services to be carried out by the selected firm to verify that the building beyond the work area and the outside environment remains uncontaminated. This section also identifies maximum airborne fiber levels for both inside and outside the work area.

1. SAMPLING STRATEGY

- a) **Work Area Isolation:** Adjacent air sampling shall be conducted to detect faults in the work area isolation such as contamination of the building outside of the work area with airborne asbestos fibers, failure of filtration or rupture in the differential pressure system, or contamination of air outside the building.
 - i) Collect a minimum of 2 adjacent air samples per work area per 0 to 5 hour work shift.
- b) **Work Area Airborne Fiber Count:** Monitor airborne fiber counts in the work area. The purpose of this air monitoring will be to detect airborne asbestos concentrations that may challenge the ability of the work area isolation procedures to protect the balance of the building or outside of the building from contamination by airborne fibers.
 - i) Collect a minimum of 2 work area samples per work area per 0 to 5 hour work shift.
- c) **Work Area Clearance:** Sample and analyze air samples to determine if fiber counts have been reduced to an acceptable level.

2. STOP ACTION LEVELS

- a) **Inside Work Area:** Monitor airborne fiber concentrations in the work area to ensure concentrations remain below 1.0 fibers per cubic centimeter of air (f/cc). If the fiber counts rise above this figure for any sample collected, the work practices will be evaluated and revised to lower airborne fiber concentration.
 - i) If airborne fiber counts exceed 1.0 fibers per cubic centimeter for any period of time the abatement contractor shall be required to cease all work except corrective action until sampling has indicated that fiber concentrations are below 0.5 fibers per cubic centimeter.
- b) **Outside Work Area:** If any air sample collected outside of the work area exceeds the base line established below or 0.009 f/cc whichever is greater, immediately and automatically stop all work except corrective action. Work shall not resume until the cause of the evaluated fiber level has been determined and corrective action has been taken to alleviate the source of the elevated fiber level.
 - i) If the high reading was the result of a failure of work area isolation measures initiate the following actions:
 - (1) Require the abatement contractor to immediately erect new critical barriers to isolate the affected area from the balance of the building. The critical barriers shall be erected at the next existing structural isolation of the involved space (e.g. wall, ceiling, floor).

- (2) Decontaminate the affected area.
- (3) Required respiratory protection must be worn in affected area until area is cleared for re-occupancy in accordance with air sampling results.

3. ANALYTICAL METHODS

- a) Phase Control Microscopy (PCM) analysis will be performed using the NIOSH 7400 method. This analysis will be carried out at the job site for all project samples. A microscope and qualified technician with at least NIOSH 582 certification and two years experience must be set up at the job site. Verbal reports on air samples must be available within one hour of sample collection.
- b) Transmission Electron Microscopy (TEM), if necessary, will be performed off-site by an independent laboratory as selected by the Consultant. Results of these samples must be available within 48 hours of collection unless otherwise indicated by the Owner.
- c) Laboratory Certifications: The selected firm must be proficient in the AIHA PAT program, AIHA laboratory accreditation program or other proficiency program or an acceptable round robin program as approved by the Owner. Evidence of compliance must be posted on site.
- d) Within 48 hours of collection, the Contractor's OSHA compliance monitoring results shall be posted at the job site. This posting shall include the sampling time, volume collected, the name of the person sampled, and activity the individual was involved with. Analysis of these samples will be the responsibility of the abatement contractor.

4. SAMPLE VOLUMES

- a) General: The number and volume of air samples collected by the Owner's Representative and by the Contractor will be related to the type of activity in progress, the airborne particulate level, and to the number of personnel involved with the removal activity. These samples shall be in accordance with currently accepted industrial hygiene practices and shall be in compliance with applicable State and Federal regulations and the abatement specifications.
- b) Schedule of Air Samples:
 - i) Before Start of Work: The air monitoring firm will collect air samples in the removal areas to determine background fiber concentrations.
 - ii) Daily: From start of work area preparation until area has passed clearance monitoring, daily samples shall be collected. These shall include the air samples required by the North Dakota Department of Health, OSHA and the abatement specification. Additional samples will be collected as circumstances dictate.

(1) Daily monitoring shall include, but not limited to the following:

- (a) Adjacent Sampling
- (b) Work Area Sampling
- (c) Air Filtration Monitoring
- (d) Monitoring of Waste Transfer
- (e) Decontamination Chamber Monitoring

iii) The Contractor's OSHA exposure monitoring shall be in compliance with OSHA regulations. The Contractor will be responsible for the collection and analysis of all OSHA compliance monitoring samples. The air monitoring firm shall review the contractor's compliance with these rules and maintain a log of sample results.

(1) The selected air monitoring firm will be allowed to analyze the Contractor's OSHA compliance samples for this project but fees for those analyses should not be included in the air monitoring firm's proposed fees. Analysis of any samples other than project related samples required under this contract is not permitted on the project site or during normal project hours.

5. PERSONAL AIR MONITORING

- a) The Owner, or any of its agents for this project, will not be responsible for the collection or analysis of the Contractor's OSHA personal exposure samples.

6. CLEARANCE TESTING

- a) To determine if the elevated airborne asbestos structure concentration encountered during abatement operations has been reduced to the specified level, the air monitoring firm will secure samples and analyze them according to the following procedures:
 - i) Aggressive sampling procedures as described below will be followed.
 - ii) PCM samples will be collected and analyzed as indicated below.
 - iii) Work Area Clearance: Upon meeting the PCM Clearance requirements. The work Part of IV Section L. Project Decontamination of the abatement specification can continue.
- b) Aggressive Sampling
 - i) All Air Samples will be taken using aggressive sampling techniques as follows:
 - (1) Before sampling pumps are started, the exhaust from forced-air equipment (leaf blower with approximately 1 horsepower electric motor) will be swept

against all walls, ceilings, floors, ledges and other surfaces in the room. This procedure will be continued for 5 minutes per 10,000 feet of room volume.

- (2) One 20-inch-diameter fan per 10,000 cubic feet of room volume will be mounted in a central location at approximately 2 meters above the floor, directed towards the ceiling and operated at low speed for the entire period of sample collection.
- (3) Air samples will be collected in areas subject to normal air circulation away from HEPA units, room corners, obstructed locations, and sites near windows, doors or vents.
- (4) After air sampling pumps have been shut off, fans can be removed from the area.

c) **Sample Quantities/Analysis (PCM)**

- i) In each homogeneous Work Area after completion of all cleaning work, a minimum of 5 air samples will be collected for analysis.
 - ii) Sample quantities are based on Work Area volume of less than 25,000 square feet. For Work Areas larger in size, one additional sample should be collected for every 5,000 square feet over 25,000 square feet.
 - iii) Samples will be collected on 25mm cassettes with extension cowl and 0.8 micron mixed cellulose ester filter media.
 - iv) Analysis: Fibers on each filter will be measured according to the NIOSH 7400 Method
 - v) Release Criteria: Decontamination of the work site is complete when every Work Area sample collected is at or below 0.01 fibers per cubic centimeter. If any sample is above this level, the decontamination process is incomplete and recleaning per Part IV; Section L Project Decontamination of the abatement specification is required.
- d) Work of this Section will not begin until the visual inspection described in “Part IV; Section L. Project Decontamination” of the abatement specification is complete.

PERSONNEL REQUIREMENTS

On-site air monitoring technicians must have completed a NIOSH 582 or equivalent course, meet the criteria defined by OSHA regulation 29 CFR 1926.33(F), be considered proficient by the AIHA asbestos analyst registry or be participating in the AIHA PAT program or similar, be currently licensed by the State of North Dakota as a project monitor and have a minimum of two years experience on the asbestos air monitoring field.

North Dakota Department of Transportation
Air Monitoring Scope of Work – Phase III

The technician(s) assigned to this project must be on-site during all asbestos-related activities. Indoor Environment Group's Project Manager must be notified prior to the technician leaving the site during working hours except during lunch or break periods. The Owner will not reimburse hours off-site.

The Owner and Consultant shall have the authority to review, approve and change the monitoring technician as necessary.

PROPOSAL REQUIREMENTS

The following information should be included on your proposal:

1. Air Monitoring Daily Rate – 10 hour day
2. Air Monitoring Daily Rate – Weekend/Holiday – 10 hour day
3. Air Monitoring - Hourly Rate
4. Air Monitoring - Weekend/Holiday - Hourly Rate
5. Project Manager Rate – meetings
6. Sample Analysis – TEM AHERA
7. Sample Analysis – TEM NIOSH 7402
8. Sample Analysis - PLM

Please submit your proposal to:

Russ Buchholz
North Dakota Department of Transportation
608 East Boulevard Avenue
Bismarck, ND 58505-0700
rjbuchholz@nd.gov

For technical questions regarding this proposal please contact:

Dave Gutterud
Indoor Environment Group, Inc.
(651) 779-4300 x6
dave@indoorweb.com

Badlands Environmental Consultants, Inc.

Mark E. Emter
President

James D. McGurren
Chief Executive Officer

September 17, 2013

Mr. Russ Buchholz
ND Department of Transportation
608 East Boulevard Avenue
Bismarck, ND 58505-0700

RE: Q13-0076 Asbestos Air Monitoring & Project Management Cost Estimates
ND DOT Administration Building
Bismarck, ND
Contract 50112014 Amendment

Dear Mr. Buchholz:

Badlands Environmental Consultants, Inc. (BEC) is pleased to provide the North Dakota Department of Transportation (NDDOT) with the following cost estimates to conduct on-site air monitoring and project management services for an upcoming asbestos abatement project on the 2nd and 3rd floors at the NDDOT Administration Building located on the Capital grounds in Bismarck, ND. This proposal is based on the Request For Proposal for Asbestos Air Monitoring Services, provided by the NDDOT via e-mail, dated September 16, 2013. It is our understanding the majority of the asbestos abatement project will be performed from December, 2013 through March, 2014.

ASBESTOS AIR MONITORING & PROJECT MANAGEMENT SERVICES

- Provide an IHT to conduct onsite daily asbestos air monitoring and project management services as outlined in the NDDOT RFP – Scope of Work items 1-9.
- Conduct PCM and/or TEM final clearance air monitoring utilizing an EPA and State of North Dakota certified Project Monitor.
- Provide the NDDOT, Consultant, and Architect, with a final comprehensive report.

BEC will provide these services according to the following price schedule:

SERVICE ITEM

FEE SCHEDULE

- | | |
|------------------------------------|----------------------|
| • Onsite Air Monitoring | \$450.00/ 10 hr. day |
| • Onsite Air Monitoring (Weekends) | \$525.00/ 10 hr. day |
| • TEM Analysis (NIOSH 7402) | \$105.00/sample |
| • TEM Analysis (AHERA) | \$85.00/sample |

- Project Manager (meetings, reports) \$75.00/hour
- Shipping (if necessary for TEM samples) \$40.00/shipment

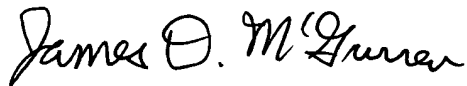
Please note that the customer will be billed only for actual services employed. The customer will be billed based on the rates provided above. BEC will coordinate all activities with you or your designated representative to ensure project efficiency. All work will be conducted under the supervision of our retained Certified Industrial Hygienist (CIH).

BEC strives to provide high-quality, customized environmental services to our clients by utilizing experienced professionals and the most efficient analytical and evaluative processes. BEC has worked with the ND DOT for the past 14 years providing onsite and ambient asbestos air monitoring/project management services and we look forward to continuing our working relationship with you.

Please contact us at 223-7335 if you have any questions or would like further information regarding this proposal. Thank you for your consideration and we look forward to working with you on this project.

Sincerely,

Badlands Environmental Consultants, Inc.

A handwritten signature in black ink that reads "James D. McGurren". The signature is written in a cursive, flowing style.

James D. McGurren
Chief Executive Officer