

INVITATION TO BID

North Dakota Department of Transportation, Financial Management
SFN 7480 (Rev. 12-2007)

Bid Number 775-45-10-050		Bid Opening Date July 27, 2010		Time 2:00 p.m. Central
Items Salt, Road Maintenance			Buyer Marilyn Langehaug	
Mailing Address N.D. Dept. of Transportation, Procurement, Rm. 222			Telephone Number (701) 328-4466	
City Bismarck	State ND	Zip Code 58505-0700	E-mail Address mlangehaug@nd.gov	
Contract Period September 1, 2010 - August 31, 2011				Date Prepared July 1, 2010

BID RESPONSE

Please submit your bid response on the attached forms in conformance with the instructions and specifications in the NDAC 04-12-01 - 04-12-16. One copy of your bid response must be returned to the North Dakota Department of Transportation (NDDOT) prior to the time and date specified for bid opening. Bid responses received after the time and day specified for 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

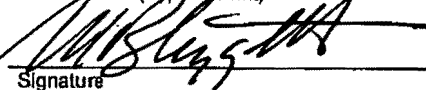
Vendor Name NSC MINERALS INC.	Vendor Address 2241 SPEERS AVE., SASKATOON, SK, CANADA
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(hereafter vendor). In consideration of and for the acceptance by the state of the offer made by the vendor pursuant to the bid response, the vendor agrees and promises 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, attached, is hereby incorporated 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 NSC MINERALS INC.		
Mailing Address 2241 SPEERS AVE., SASKATOON, SK, CANADA S7L5X6		
Telephone Number (306) 934-6477	Fax Number (306) 242-0178	E-mail Address jdekeler@nscminerals.com


MALCOLM B. LEGGETT - PRESIDENT
Name & Title (Type or Print) **CEO**

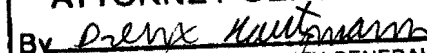

Signature

July 29, 2010
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 Francis G. Ziegler	Date 8-30-10
Recommended for approval 	Approximate contract amount \$ 2,402,802.75

APPROVED as to execution this
30th day of August 2010
ATTORNEY GENERAL
By 
SPECIAL ASST. ATTORNEY GENERAL

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

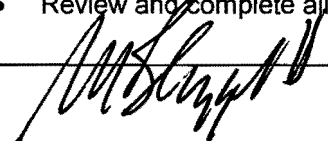
Address the envelope containing your response in the following manner:

BID NUMBER - 775-45-10-050
BID OPENING DATE - July 27, 2010; 2:00 p.m.
N. D. DEPT. OF TRANSPORTATION
PROCUREMENT, ROOM 222
608 E BOULEVARD AVE
BISMARCK ND 58505-0700

BIDDERS INSTRUCTIONS

1. **Acceptance/Rejection/Waiver.** The NDDOT 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. **Alternate Bid(s).** Bidders may submit alternate bid response(s) for the item(s) specified in the solicitation. Alternate bids not fully meeting all specifications will be considered. Alternate bids will be evaluated and accepted at the sole discretion of the NDDOT. Bidders submitting alternate bids should provide a list of references preferably governmental agencies. Additional information such as: gradation charts and product samples for testing may be required during the evaluation period. Alternate bid responses are to be clearly marked 'alternate' and all specifications, brand name, model number, or trademark, if any, and/or any other information pertinent to identification must accompany the alternate bid response.
5. **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.
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. **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.
8. **Bid Price Held Firm.** Contracts are not awarded at the bid opening. Bid responses will be firm for 30 days, unless stated otherwise.
9. **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.

BIDDER _____



NSC MINERALS INC

ITB 775-45-10-050, Salt Road Maintenance

Page 1 of 14

10. **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.

11. **Bid Summary.** Bid summaries are not issued until 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.

12. **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 July 16, 2010. (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.

13. **Definitions, Acronyms.**

- 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.
- NDDOT - North Dakota Department of Transportation
- Solicitation - the process of notifying prospective bidders that the state wishes to receive bids for furnishing goods or services.

14. **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.

15. **Electronic & Facsimile Bids.** Bid responses are not to be email attached or faxed to the NDDOT. Bid responses electronically submitted or faxed may be rejected as non-responsive.

16. **Eligible Bidders.** Road salt manufacturers/producers only shall be deemed eligible bidders. Bids submitted by trucking or other companies who do not manufacture or produce road salt will be rejected.

17. **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).

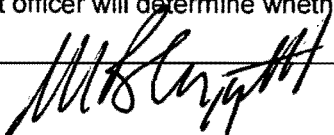
18. **Indemnification.** The attached Risk Management Appendix will be incorporated into the contract. The successful Bidder may be required to furnish proof of insurance, as detailed in the Risk Management Appendix.

19. **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.

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

21. **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,

BIDDER



NSC MINERALS INC

ITB 775-45-10-050, Salt, Road Maintenance

Page 2 of 14

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.

22. **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.

23. **Preparation of Bid.** Bids will be accepted on NDDOT forms only (attached). The bidder's name shall be printed or typed on each sheet on which an entry is made. Bidders are cautioned to examine specifications and all instructions. Failure to do so will be at the bidder's risk. Any irregularities or lack of clarity in the invitation for bid must be brought to the attention of the Purchasing Agent (Telephone: 701-328-4466, Fax: 701-328-0310, e-mail: mlangehaug@nd.gov). Bids may be modified or withdrawn upon notification of the Purchasing Agent prior to the bid opening date. No bidder will be allowed to change any specification after the bid opening.

24. **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.

25. **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.

26. **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.

27. **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.

28. **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).

29. **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

BIDDER



NSC MINERALS INC

ITB 775-45-10-050, Salt, Road Maintenance

Page 3 of 14

clarifications.

30. **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 45-70-0010K.

31. **Vendor Registration.** Bids will be accepted from vendors that are not currently approved vendors on the State's bidders list. The successful bidder must comply with bidder registration requirements. Prior to award the apparent awardee must contact the Secretary of State to determine if registration with that office is required and must complete the state's vendor registration requirements which may include providing a W-9.

32. **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.

33. **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.

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

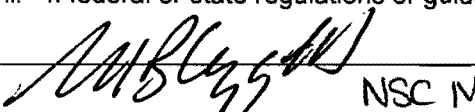
5. **Contract Term and Renewal Option.** The NDDOT will enter into a contract with an effective date beginning **September 1, 2010** and ending **August 31, 2011**, inclusive. This contract may be renewed upon satisfactory completion of the initial contract term. The NDDOT reserves the right to execute up to four options to renew this contract annually for a period of twelve (12) months each, not to exceed sixty (60) months total.

The NDDOT reserves the right to annually renegotiate price and terms provided that such negotiated price and terms fall within the original scope of work for this bid. 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

BIDDER



NSC MINERALS INC

ITB 775-45-10-050, Salt, Road Maintenance

Page 4 of 14

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 first twelve (12) months of the contract period. Thereafter, on an annual basis, all unit prices in the implementing of extensions to the contract(s) may be subject to price adjustment (increase / decrease). The request for a price adjustment must be submitted to the Procurement Office at least forty five (45) days before the scheduled contract expiration date and must include justification for the proposed change. The Procurement Officer will respond as follows:

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

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

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.

The department may periodically check the US Consumer Price Index (CPI) or the Canadian Alberta Transportation Escalation Adjustment Factor to monitor price trends.

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.

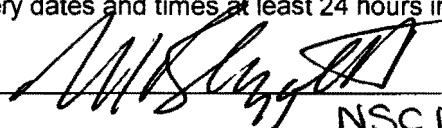
10. **Orders, Billing and Payment Procedures:** Purchase order(s) will be issued by the individual NDDOT Districts.

Invoices are to be submitted as indicated on the purchase orders unless otherwise instructed. Failure to submit correct invoices to the appropriate NDDOT office may delay contractor payment.

Payment will normally be made within thirty days after delivery and acceptance of commodities or services under this contract and receipt of a correct invoice. All invoice and payment inquiries must be directed to the purchasing agency.

11. **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.

BIDDER



NSC MINERALS INC

ITB 775-45-10-050, Salt, Road Maintenance

Page 5 of 14

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.

12. **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: JAIME DEKELVER - MGR SALES + DISTRIBUTION
(Name of person servicing this contract)

BUSINESS NAME: NSC MINERALS INC.

MAILING ADDRESS: 2241 SPEERS AVE.

CITY & STATE: SASKATOON, SK ZIP CODE: S7L 5X6

PHONE NUMBER: (306) 934-6477 TOLL FREE: (888) 668-7258

FAX NUMBER: (306) 242-0178 E-MAIL: jdekerver@nscminerals.com

ADDITIONAL CONTRACT SPECIFICATIONS

Sealed bids will be received for furnishing sodium chloride in the form of **ROAD MAINTENANCE SALT** as per the following instructions and specifications. Bids must be received at the North Dakota Department of Transportation (NDDOT), Procurement Section, Room 222, 608 E Boulevard Ave., Bismarck ND 58505-0700 **no later than 2:00 p.m. July 27, 2010**, at which time and place such bids will be publicly opened and read.

CONTRACT AWARD: Award will be made to a responsive, responsible bidder with the lowest price considering conformity with specifications, terms of delivery, quality, and past performance. The NDDOT reserves the right to award in the best interests of the state.

Any individual contractor may be awarded multiple districts for salt deliveries. NDDOT reserves the right to limit the tonnage of salt awarded to any one bidder, taking into consideration the vendor's capacity to deliver, as determined by NDDOT.

If the contractor's bid is accepted and the contract awarded to the same, the contractor shall execute and affect a contract in accordance with the terms of the contractor's bid within 10 days after notice of award.

Should the prime contractor(s) fail to meet the delivery or product specification requirements of the resultant contract(s) of this bid, the State reserves the right to purchase the material from the nearest available source. Any additional cost incurred as a result by the NDDOT may be collected from the prime contractor(s).

BID PRICE: The total bid price is to include all discounts and deductions, and is to be less federal and state taxes. Tax exemption certificates will be furnished upon request.

Unit prices are to be the price per TON for salt in bulk, delivered by truck, F.O.B. Destination, to the NDDOT delivery locations specified herein.

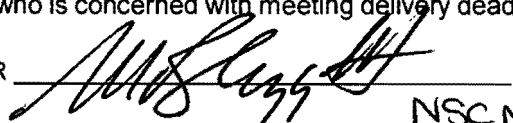
Delivery to locations not shown in the bid response will be at the unit price established for the closest bid point.

Payment for sodium chloride failing to meet product specifications may be reduced at a rate of up to twenty percent (20%) of the invoice price per ton. The State reserves the right to waive any or all price adjustments. For price adjustments due to liquidated damages, see the Performance Requirements section.

OFF SEASON DISCOUNT: NDDOT is constructing several salt buildings and is considerably increasing salt storage capacity. One 100X100 building was constructed in 2009. One 100X100, one 70X100, and twenty-nine 60X60 buildings will be constructed in 2010 - 2011. Salt storage capacities indicated in the Bid Response form may reflect 'anticipated' storage capacity which will not be fully realized until 2011.

A bidder who is concerned with meeting delivery deadlines in the late fall to fill orders, may want to plan for summer or

BIDDER


NSC MINERALS INC

ITB 775-45-10-050, Salt, Road Maintenance
Page 6 of 14

off season deliveries. The summer or off season deliveries may also provide for better opportunity of back hauls which could reduce shipping costs. Bidders are invited to submit an 'off-season' delivery discount for orders placed **May 1 – August 31**. The discount will be a percentage off of the delivered price by district. Bidders are not required to include discounts in their bid offer. If offered, please indicate this discount in the Bid Response section of this bid document.

Discounts will be applied if offered. If a discount is submitted, then the discount shall be bid as a percentage that will be calculated and deducted from the material total for each district.

Discounts will not be used to determine low bid by district.

FUEL SURCHARGE ADJUSTMENT: The contract will apply a fuel cost adjustment to motor diesel fuel for increases/decreases in fuel costs during the contract period. The adjustment will be based on the average monthly fuel cost and any increase/decrease will be applied to the loads shipped for the next month.

The Procurement Officer will determine a monthly average price for motor diesel fuel for each calendar month by using the weekly prices posted in the "Weekly Retail On-Highway Diesel Prices – Midwest Region" maintained by the Energy Information Administration of the U.S. Department of Energy (USDOE) to determine the fuel cost adjustment factor which will be applied. <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>.

Contractors, districts and the Maintenance Division will be notified by the Procurement Officer when a fuel cost adjustment is to be made.

The price for diesel fuel in the Midwest on the **1ST Monday of July 2010** as determined from USDOE reporting will be the **base price** from which adjustments will be determined. The following table is an example of the table which will be used to determine the unit price adjustment factor. The adjustment factor will be applied to the Contract Unit Price by District for road maintenance salt as awarded.

Contract Unit Price (firm 12 mth) x Fuel Cost Adjustment Factor = Next Month's Unit Price

REFERENCE		
FUEL PRICE RANGE		% ADJUSTMENT TO UNIT PRICE
\$2.050	\$2.149	-5.85%
\$2.150	\$2.249	-5.20%
\$2.250	\$2.349	-4.55%
\$2.350	\$2.449	-3.90%
\$2.450	\$2.549	-3.25%
\$2.550	\$2.649	-2.60%
\$2.650	\$2.749	-1.95%
\$2.750	\$2.849	-1.30%
\$2.850	\$2.949	-0.65%
\$2.950	\$3.049	0.00%
\$3.050	\$3.149	0.65%
\$3.150	\$3.249	1.30%
\$3.250	\$3.349	1.95%
\$3.350	\$3.449	2.60%
\$3.450	\$3.549	3.25%
\$3.550	\$3.649	3.90%
\$3.650	\$3.749	4.55%
\$3.750	\$3.849	5.20%
\$3.850	\$3.949	5.85%

The table will expand upward and/or downward as necessitated by fuel price fluctuation.

BIDDER

NSC MINERALS INC

ITB 775-45-10-050, Salt, Road Maintenance

Page 7 of 14

Example: USDOE reports are issued each Monday. If June has four weeks reporting. ((June 7 @ \$2.899 + June 14 @ \$2.874 + June 21 @ \$2.908 + June 28 @ \$2.893) / 4 wks.) = \$2.894 (rounded to two decimal places). This represents a unit price adjustment of -0.65% using the table presented above if the base fuel price is \$2.950 - \$3.049. If the Contract Unit Price is \$36.00 per Ton, then \$36.00 Ton x -0.65% = \$35.77 for the month of July shipments. The increased or decreased fuel cost adjustment for all loads shipped in July would be based on June's fuel cost adjustment factor and so on throughout the contract period.

The fuel cost adjustment method will not change throughout the term of the contract. An average for the last month of the contract annually will not be performed since at that time the contract will either be under review for extension or will be in the solicitation process. If the contract is extended, the new base price for diesel fuel will be the cost per gallon as determined by USDOE on the 1st Monday of July of each consecutive year.

CONTRACT VOLUME: The quantities to be purchased will depend on requirements as determined by climatic conditions. An estimation based on previous purchase requirements is listed in the schedule of contemplated purchases. It is possible that no purchases may be required for some of the shipping points listed. NDDOT reserves the right to vary purchase quantities from those indicated, based on actual need. Quantities are based on best information available at this time.

NDDOT, in consideration for the unit price obtained from the supplier, agrees to purchase under each contract a minimum of 70% of the estimated quantities. We reserve the right to purchase up to 130% of the estimated quantities, if inclement weather necessitates additional salt purchases.

PNEUMATIC DELIVERY: Some districts prefer pneumatic deliveries. Where indicated bidders shall provide a fee per ton which will be added to invoices for loads shipped with pneumatic equipment.

PERFORMANCE REQUIREMENTS

ORDERING AND DELIVERY REQUIREMENTS: Orders will be placed beginning **September 1, 2010**.

The North Dakota Department of Transportation is divided into eight district locations. The district offices order salt for their sections. A listing of NDDOT contact people at each location will be provided to the successful bidder(s). The salt storage in the section locations is limited by the salt storage capacity; therefore, salt orders will be placed as needed throughout the winter. Severe weather may cause the rapid depletion of salt inventories, and require the district to place orders under emergency conditions. The district will notify the vendor that emergency conditions exist at the time the order is placed.

Orders will be placed for sodium chloride for shipment by truck, 27 ton / 25 metric ton lots, and in bulk form. Districts will issue purchase orders for each order placed. Orders may be placed by telephone, facsimile, or email.

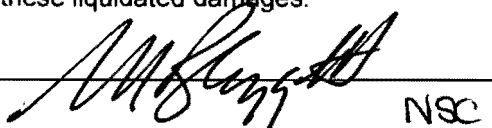
Routine deliveries must begin within 7 days and be completed within 12 calendar days after receipt of the order. For orders larger than 200 tons, an additional day shall be allowed for each 50 tons ordered over 200 tons. Emergency orders require delivery of a minimum of 100 ton / 91 metric ton (per district) within 96 hours of the order.

Occasionally, a district may order large quantities for salt/sand mixing. A district may be mixing at two locations, at the same time, in late September-early October. The district must give the vendor one week notice prior to the commencement of delivery. Orders for mixing may be as large as 700 tons and must be delivered within a two week period. The additional day for orders larger than 200 tons will not apply in this instance.

Vendors must notify the districts if they are unable to meet required delivery schedules. Consideration will be given for delays due to road closures. If deliveries cannot be made due to severe weather, the vendor must contact the ordering district so that NDDOT can prioritize deliveries. When situations warrant, the contractor may request and NDDOT may authorize delivery at times and by means not normally allowed under the terms of this contract.

LIQUIDATED DAMAGES: Liquidated damages will be assessed by NDDOT Maintenance Division at a rate of \$0.30/ton per day after 12 calendar days for routine orders, after the fourth calendar day for emergency orders, and after the adjusted required delivery period for orders larger than 200 tons. NDDOT districts should notify the Maintenance Division regarding orders eligible for the application of liquidated damages. The State reserves the right to waive any or all parts of these liquidated damages.

BIDDER



NSC MINERALS INC

ITB 775-45-10-050, Salt, Road Maintenance
Page 8 of 14

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
SPECIFICATIONS FOR
SODIUM CHLORIDE TO BE USED FOR MAINTENANCE PURPOSES**

1. **Description:** This specification consists of supplying sodium chloride, in the form of rock salt, to the North Dakota Department of Transportation (NDDOT) for use as a deicer in snow and ice removal and for various other purposes.

2. **Materials:**

A. **Standard Specification:** The sodium chloride shall meet the standard specification requirements of ASTM D 632-01 Type I with the following exceptions:

1. Remove section **4. Chemical Requirements** and insert the following: The sodium chloride shall conform to the following requirements for chemical composition:

Sodium Chloride (NaCl), min, %	98.0
Insolubles, max, %	1.0

2. Remove section **5. Physical Requirements** and insert the following:

5.1 Grading

5.1.1 *Type I* - The grading of Type I sodium chloride, when tested by means of laboratory sieves conforming to Specification E 11, shall conform to the following requirements for particle size distribution:

Sieve Size	Max % Passing
19.0 mm (: in.)	100
12.5 mm (2 in.)	100
9.5 mm (d in.)	100
4.75 mm (No. 4)	95 - 100
2.36 mm (No. 8)	65 - 90
600 μ m (No. 30)	5 - 25
315 μ m (No. 50)	0 - 10

3. Remove section **6. Permissible Variations**.

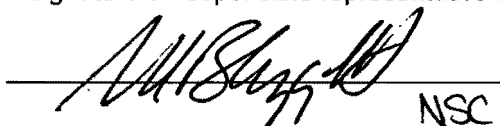
B. **Anti-Caking Agent:** The sodium chloride shall be free flowing and be treated with a minimum of 25 ppm of Sodium Ferro cyanide also known as Yellow Prussiate of Soda (YPS).

C. **Moisture Content:** A maximum moisture content of 1.0 percent by weight will be allowed. If the sodium chloride is delivered with more than 1.0 percent moisture, the shipment will be accepted provided the material is still suitable for use and a price adjustment will be made to compensate for all moisture over 1.0 percent. If the material is not suitable for use, the shipment will not be accepted.

3. **Packaging and Marking:** The sodium chloride shall be delivered in bulk lots as specified by the NDDOT. For each bulk lot, the contractor shall furnish the NDDOT with a copy of a 'Certificate of Compliance' from the manufacturer furnishing the sodium chloride certifying that it conforms to the specifications herein. The 'Certificate of Compliance' shall be submitted to the Maintenance Supervisor or an employee assigned by the Maintenance Supervisor to receive the certificate for the respective district and shall include the following:

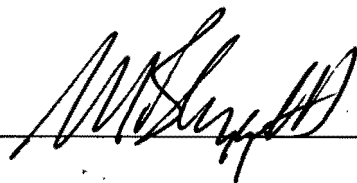
1. Name of the supplier.
2. Truck number
3. Bulk lot number
4. Clear identification of the type and grade of sodium chloride supplied.
5. Quantity of sodium chloride represented by the certificate (in tons).
6. Statement that the sodium chloride meets the specification herein required by the Contract.
7. Signature of responsible representative from sodium chloride manufacturer.

BIDDER



NSC MINERALS INC

4. **Inspection:** The Department reserves the right to sample and test the material either at the point of manufacture or after delivery. In such cases, the result of the tests shall govern the acceptance or rejection of the material. Every facility shall provide free entry should the purchaser elect to sample the material at the place of manufacture. If the purchaser decides to sample the material after delivery, it is understood that the sample will be taken directly from the freight car or truck.
5. **Method of Measurement:** The sodium chloride will be measured by the ton as shown on the 'Certificate of Compliance' delivered and accepted by the NDDOT. The NDDOT reserves the right to weigh any or all bulk lots.
6. **Basis of Payment:** The quantity of sodium chloride measured shall be paid at the contract price per ton for sodium chloride in the form of rock salt. Price and payment shall include delivery charges to the location set forth in the bid.



**BID RESPONSE FOR
SODIUM CHLORIDE IN THE FORM OF ROCK SALT**

BISMARCK AREA - DISTRICT 1			
Delivery Point	Salt Shed Storage Capacity in tons	Estimated Purchase Quantity in Tons	Price per Ton
Bismarck	500	5000	
Center	90	120	
Flasher	1500	120	
Glen Ullin	100	600	
Linton	1500	200	
McClusky	90	300	
Napoleon	1500	260	
Selfridge	90	120	
Steele	100	600	
Underwood	80	400	
Total	5550	7720	\$61.40

Off season delivery discount for orders placed May 1 – August 31 - Bismarck district 5%

Pneumatic delivery charge – Bismarck District \$ 17.25/ton

VALLEY CITY AREA - DISTRICT 2			
Delivery Point	Salt Shed Storage Capacity in tons	Estimated Purchase Quantity in Tons	Price per Ton
Ashley	60	100	Price per Ton
Cooperstown	120	0	
Courtenay	120	125	
Edgeley	1500	500	
Ellendale	1500	500	
Gackle	120	125	
Jamestown	3500	2500	
Litchville	60	30	
Medina	1500	1000	
Oakes	120	150	
Valley City	2500	3000	
Wishek	60	100	
Total	11160	8130	\$69.35

Off season delivery discount for orders placed May 1 – August 31 – Valley City district 5%

Pneumatic delivery charge – Valley City District \$ 22.15/ton

BIDDER

[Handwritten Signature]

NSC MINERALS INC

ITB 775-45-10-050, Salt, Road Maintenance
Page 11 of 14

**BID RESPONSE FOR
SODIUM CHLORIDE IN THE FORM OF ROCK SALT**

DEVILS LAKE AREA - DISTRICT 3			
Delivery Point	Salt Shed Storage Capacity in tons	Estimated Purchase Quantity in Tons	Price per Ton
Cando	1500	250	
Carrington	1500	250	
Devils Lake	100	500	
Fessenden	75	50	
Langdon	75	150	
Maddock	75	150	
Pekin	75	150	
Rolla	1500	250	
Rugby	75	300	
Total	1575	2050	\$60.21

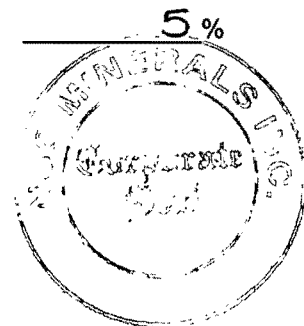
Off season delivery discount for orders placed May 1 – August 31 – Devils Lake district 5%

Pneumatic delivery charge – Devils Lake District \$ 17.25 / ton

MINOT AREA - DISTRICT 4			
Delivery Point	Salt Shed Storage Capacity in tons	Estimated Purchase Quantity in Tons	Price per Ton
Bottineau	1500	400	
Garrison	1500	600	
Harvey	1500	200	
Kenmare	90	200	
Minot	120	1700	
Mohall	1500	250	
Parshall	90	250	
Towner	90	300	
Velva	No shed	200	
Total	6390	4100	\$53.18

Off season delivery discount for orders placed May 1 – August 31 - Minot district 5%

Pneumatic delivery charge – Minot District \$ 17.25 / ton



BIDDER

[Handwritten Signature]

NSC MINERALS INC.

**BID RESPONSE FOR
SODIUM CHLORIDE IN THE FORM OF ROCK SALT**

DICKINSON AREA - DISTRICT 5			
Delivery Point	Salt Shed Storage Capacity in tons	Estimated Purchase Quantity in Tons	Price per Ton
Beach	90	150	
Belfield	1500	500	
Beulah	1500	750	
Bowman	1500	500	
Dickinson	3500	1000	
Hettinger	90	250	
Killdeer	90	150	
Mott	1500	150	
New England	No shed	0	
Richardton	90	150	
Total	9860	3600	\$ 64.59

Off season delivery discount for orders placed May 1 – August 31 - Dickinson district 5 %

Pneumatic delivery charge – Dickinson District \$ 22.15 / ton

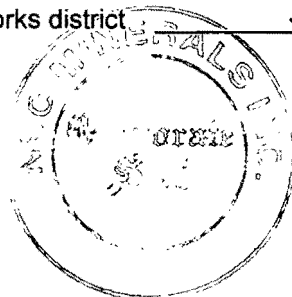
GRAND FORKS AREA - DISTRICT 6			
Delivery Point	Salt Shed Storage Capacity in tons	Estimated Purchase Quantity in Tons	Price per Ton
Adams	130	400	
Cavalier	1500	550	
Cooperstown	120	400	
Drayton	240	600	
Finley	130	0	
Grafton	1500	500	
Grand Forks	300	1600	
Larimore	1500	500	
Michigan	1500	500	
Total	6800	5050	\$ 63.21

Off season delivery discount for orders placed May 1 – August 31 – Grand Forks district 5 %

Pneumatic delivery charge – Grand Forks District \$ 22.15 / ton

BIDDER

NSC MINERALS INC.



**BID RESPONSE FOR
SODIUM CHLORIDE IN THE FORM OF ROCK SALT**

WILLISTON AREA - DISTRICT 7			
Delivery Point	Salt Shed Storage Capacity in tons	Estimated Purchase Quantity in Tons	Price per Ton
Bowbells	1500	120	
Crosby	75	60	
New Town	1500	210	
Stanley	100	600	
Tioga	1500	0	
Watford City	1500	210	
Williston	140	300	
Total	6315	1500	\$58.56

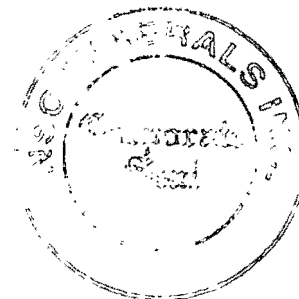
Off season delivery discount for orders placed May 1 – August 31 - Williston district 5 %

Pneumatic delivery charge – Williston District \$ 17.25/ton

FARGO AREA - DISTRICT 8			
Delivery Point	Salt Shed Storage Capacity in tons	Estimated Purchase Quantity in Tons	Price per Ton
Casselton	1500	350	
Fargo	1000	2500	
Forman	1500	250	
Hillsboro	1500	650	
Leonard	75	25	
Lidgerwood	1500	250	
Lisbon	100	400	
Mayville	140	400	
Wahpeton	100	300	
Wyndmere	125	250	
Total	6640	5375	\$71.43

Off season delivery discount for orders placed May 1 – August 31 - Fargo district 5 %

Pneumatic delivery charge – Fargo District \$ 22.15/ton



BIDDER

NSC MINERALS INC

Amendment #1

To: ALL INTERESTED SUPPLIERS

From: Marilyn Langehaug, Financial Management Division, Procurement Office
North Dakota Department of Transportation

Date: July 19, 2010

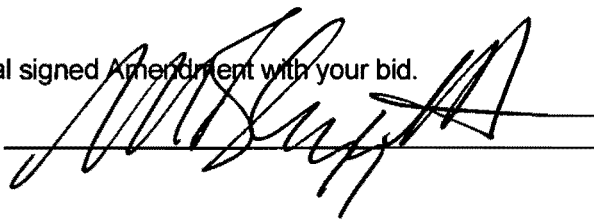
Re: ITB 775-45-10-050, Salt, Road Maintenance

The deadline for clarifications, bid changes and questions was July 16, 2010.

1. Delete Cooperstown as a delivery point in the Valley City table on page 11 of 14. Cooperstown is now a section of the Grand Forks District and is included in the Grand Forks table on page 13 of 14.
2. The price for diesel fuel in the Midwest on the 1st Monday of July 2010 was \$2.866, based on U.S. Department of Energy reporting. This is the base price from which fuel cost adjustments will be determined during the initial contract period. Reference page 7 of 14.

Please return an original signed Amendment with your bid.

BIDDER SIGNATURE: _____



NSC MINERALS INC.
2241 SPENCER AVENUE
GASLIGNON, SK S7Y 0S8
PH (306) 934-6477
FAX (306) 242-0170

CONCRETE, SAND, AND GRAVEL WORKSHEET

North Dakota Department of Transportation, Materials & Research
SFN 2455 (Rev. 01-2009)

Project Rock Salt - Nu Salt Corporation	PCN
Submitted By Bismarck District	Date Received 8/17/2010

GRAVEL

Pit Location	
Owner	
Sampled From	
Date Sampled	Field Sample Number
Lab. Number	Size Number

Soundness % Loss - AASHTO T-104 Tested By _____
Specific Gravity - AASHTO T-85 Tested By _____
% Absorption - AASHTO T-85 Tested By _____
L.A. Abrasion (Grad.) % Loss - AASHTO T-96 Tested By _____
Wt. Rodded lb./c.f. (kg/m ³) - AASHTO T-19 Tested By _____
% Moisture AASHTO T-255 Tested By _____

(mm)	Ret.	Wt. Ret.		% Ret.	% Pass	ND Spec.
		Non-Cum.	Cum.			
100	4"					
90	3 1/2"					
75	3"					
63	2 1/2"					
50	2"					
37.5	1 1/2"					
25.0	1"					
19.0	3/4"					
16.0	5/8"					
12.5	1/2"					
9.5	3/8"					
4.75	No. 4					
2.36	No. 8					
Minus No. 8						
Wt. Check						
Original Wt.						
Fineness Modulus						

AASHTO T-27 Tested By: _____

SAND

Pit Location	
Owner	
Sampled From	
Date Sampled	Field Sample Number
Lab. Number	

Soundness % Loss - AASHTO T-104 Tested By _____
Specific Gravity - AASHTO T-84 Tested By _____
% Absorption - AASHTO T-84 Tested By _____
Color - AASHTO T-21 Tested By _____
Wt. Loose lb./c.f. (kg/m ³) - AASHTO T-19 Tested By _____
% Moisture AASHTO T-255 Tested By _____

(mm)	Ret.	Wt. Ret.		% Ret.	% Pass	ND Spec.
		Non-Cum.	Cum.			
9.5	3/8"	0.0	0.0	0.0	100.0	100.0
4.75	No. 4	0.0	0.0	0.0	100.0	95-100
2.36	No. 8	66.2	66.2	17.8	82.2	65-90
2.00	No. 10	40.7	106.9	28.7	71.3	
1.18	No. 16	127.7	234.6	63.0	37.0	
600µm	No. 30	95.3	329.9	88.6	11.4	5-25
425µm	No. 40	21.4	351.3	94.3	5.7	
300µm	No. 50	10.6	361.9	97.2	2.8	0-10
150µm	No. 100	8.7	370.6	99.5	0.5	
75µm	No. 200	1.4	372.0	99.9	0.11	
Minus No. 200 (75µm)		0.5	372.5			
Original Wt.		372.4				
Wt. After Wash		372.5				
Wash Loss		-0.1				
Wt. Check		372.4				
Fineness Modulus						

* Attention Advised

AASHTO T-11 Tested By: _____
AASHTO T-27 Tested By: ML
☒ Maintenance Division _____ District
☐ Central Lab.

8/17/2010
Date

Scott W. Wutzke
Testing Lab Supervisor

VMD

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:

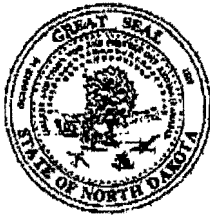
- 1) **Commercial general liability and automobile liability** insurance – minimum limits of liability required are **\$250,000 per person and \$1,000,000 per occurrence.**
- 2) **Workers compensation** insurance meeting all statutory limits.
- 3) The State of North Dakota, its agencies, officers, and 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.



North Dakota Department of Transportation

Francis G. Ziegler, P.E.
Director

John Hoeven
Governor

Amendment #2

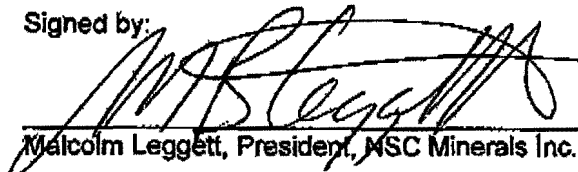
To: Malcolm Leggett, President, NSC Minerals Inc.
From: Marilyn Langehaug, Financial Mgmt. Division, NDDOT
Date: August 19, 2010
Re: ITB 775-45-10-050, Salt, Road Maintenance

NSC Minerals Inc. has provided correspondence dated August 19, 2010 regarding the risk management appendix requirement for automobile liability insurance.

NSC Minerals has stated that all salt sold under the duration of this contract will be conveyed into trucks at the plant and hauled by third party carriers.

NSC Minerals Inc. will require that all third party carriers contracting with NSC Minerals Inc. to haul road salt for the North Dakota Department of Transportation shall provide evidence of sufficient automobile liability insurance coverage to meet the risk management requirements of the State of North Dakota.

Signed by:


Malcolm Leggett, President, NSC Minerals Inc.

Dated

24 Aug/2010

8-24-10
Original
is in the
mail
enroute.

Ref. No. 320006216895

CERTIFICATE OF INSURANCE

Aon Reed Stenhouse Inc.
1100 - 1st Street SE
4th Floor
Calgary AB T2G 1B1
tel 403-267-7010 fax 403-261-0897

Re: Evidence of Insurance

North Dakota Department of Transportation - Procurement, Room 222
608 E Boulevard Ave
Bismarck, ND 58508-0700
USA

Attn: Marilyn Langehaug

Insurance as described herein has been arranged on behalf of the Insured named herein under the following policy(ies) and as more fully described by the terms, conditions, exclusions and provisions contained in the said policy(ies) and any endorsements attached thereto.

Insured

NSC Minerals Inc.
2241 Speers Avenue
Saskatoon, SK S7L 5X6

Coverage

Commercial General Liability	Insurer	Non-Marine Underwriters At Lloyd's	
Policy #	WD0900396		
Effective	01-Dec-2009	Expiry	01-Dec-2010
Limits of Liability	Bodily Injury & Property Damage, Each Occurrence \$1,000,000 Policy may be subject to a general aggregate and other aggregates where applicable		

Additional Insured

Only with respect to the above and arising out of the Named Insured's operations are the following name(s) added to the policy as Additional Insured(s). The policy limits are not increased by the addition of such Additional Insured(s) and remain as stated in this Certificate.

North Dakota Department of Transportation - Procurement, Room 222 to the extent of coverage required by written contract or written agreement between the Named Insured and Additional Insured with respect to Commercial General Liability

Terms and / or Additional Coverage

A waiver of Subrogation shall be provided in favour of the Certificate holder, but only with respect to Liability arising out of the operations of the Named Insured.

The above mentioned policy is Primary and Non-Contributory, but only with respect to work performed by the Insured.

Cancellation / Termination

**THE POLICY CONTAINS A CLAUSE THAT MAY LIMIT THE AMOUNT PAYABLE
OR, IN THE CASE OF AUTOMOBILE INSURANCE,**

THE POLICY CONTAINS A PARTIAL PAYMENT OF LOSS CLAUSE

Ref. No. 320006216895


CERTIFICATE OF INSURANCE

The Insurer will endeavour to provide THIRTY (30) days written notice of cancellation/termination to the addressee except that statutory or policy conditions (whichever prevails) will apply for non-payment of premium.

THIS CERTIFICATE CONSTITUTES A STATEMENT OF THE FACTS AS OF THE DATE OF ISSUANCE AND ARE SO REPRESENTED AND WARRANTED ONLY TO North Dakota Department of Transportation - Procurement, Room 222. OTHER PERSONS RELYING ON THIS CERTIFICATE DO SO AT THEIR OWN RISK.

Aon Reed Stenhouse Inc.

Dated : 12-August-2010
Issued By : Musgrave, Teagan Marie
Tel : 403 267 7014



THE POLICY CONTAINS A CLAUSE THAT MAY LIMIT THE AMOUNT PAYABLE
OR, IN THE CASE OF AUTOMOBILE INSURANCE,

THE POLICY CONTAINS A PARTIAL PAYMENT OF LOSS CLAUSE