

North Dakota Department of Transportation  
INVITATION TO BID

NDDOT Contract# 70112009

Bid Number: 968-72-11-070-02	Bid Opening Date & Time: 09/27/11 02:00 PM
Items: Snow Removal, Central	Buyer: Roxy Bold
Bid Mailing Address: Rm. 316, 608 E. Blvd. Ave.	Telephone Number: 701-328-2517
City, State, Zip: Bismarck, ND 58505-0700	Email: rbold@nd.gov
Contract Period: 10/05/2011 TO 09/30/2012	Date Prepared: 09/13/2011

**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 <i>Basaraba's Excavating &amp; Dirtworks, LLC</i>	Vendor Address <i>37610 12th St NE Wilton ND 58579</i>
--	---

(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 <i>Basaraba's Excavating</i>		
Mailing Address <i>37610 12th St NE Wilton N.D. 58579</i>		
Telephone Number <i>701-734-8143</i>	Fax Number <i>701-734-6965</i>	E-mail Address <i>basarabax@msn.com</i>

*Brent Basaraba - member*

Name & Title (Type or Print)

*Brent Basaraba*

Signature

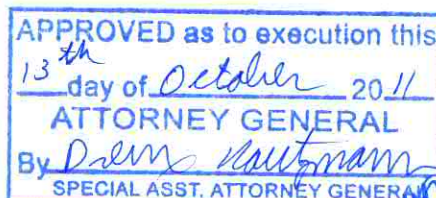
*9-27-2011*

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 <i>Francis G. Ziegler</i>	Date <i>10/13/11</i>
Recommended for approval <i>Brent Basaraba</i>	Date <i>10-5-11</i>
Approximate contract amount <i>\$ Unknown</i>	



CLA 7480 (Div. 50)



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 September 20, 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 commodities and/or equipment are to be delivered 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](http://www.nd.gov/spo/vendor). Contact the ND State Procurement Office at 701-328-2683 or [infospo@nd.gov/spo](mailto: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 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 October 1, 2011 and ending September 30, 2012, inclusive. This contract may be renewed upon satisfactory completion of the initial contract term. The NDDOT reserves the right to execute up to two options to renew this contract annually for a period of twelve (12) months each, not to exceed thirty-six (36) 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 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.

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 must be mailed to Roxy Bold, NDDOT Maintenance Division, 608 East Boulevard Avenue, Bismarck, ND 58505-0700 within thirty days of snow removal activity. Multiple snow removal events are allowed on an invoice.

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.

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: Julie Basaraba  
(Name of person servicing this contract)

BUSINESS NAME: Basaraba's Excavating

MAILING ADDRESS: 37610 12th St. N.E.

CITY & STATE: Wilton ND ZIP CODE: 58579

PHONE NUMBER: 701-734-8143 TOLL FREE: \_\_\_\_\_

FAX NUMBER: 701-734-6965 E-MAIL: basaraba

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
SPECIFICATIONS FOR  
SNOW REMOVAL, CENTRAL OFFICE  
608 EAST BOULEVARD AVENUE  
BISMARCK, ND 58505-0700**

1. Contractor shall be responsible for cleaning the NDDOT East parking lot of snow.
  - a. Snow to be removed from the Transportation building east parking lot when snowfall of two (2) inches or greater are experienced.
  - b. Within the contractor's capability, the parking lot will be cleaned by 6:00 a.m. for storms that terminate after midnight.
  - c. Snow to be stored at the edge of pavement area immediately east of the parking lot.
  - d. The gutters at the parking lot islands will be cleaned free of snow during each snow removal.
  - e. Care taken to prevent damage to parking area, sidewalks, lawn and planting areas.
  - f. Final cleanup and removal of excess snow buildup will be the responsibility of state forces.
2. Successful bidder will be required to sign the contract which accompanies and must provide Certificate of Insurance per the attached Risk Management Appendix.
3. Successful bidder must own, at a minimum, the equipment identified as Item 1, Item 2, Item 3 and Item 4 on the Bid Response page.
4. The attached drawing shows the current parking lot layout in red. An expansion project will be completed in 2011 to expand the parking lot, see green overlay.



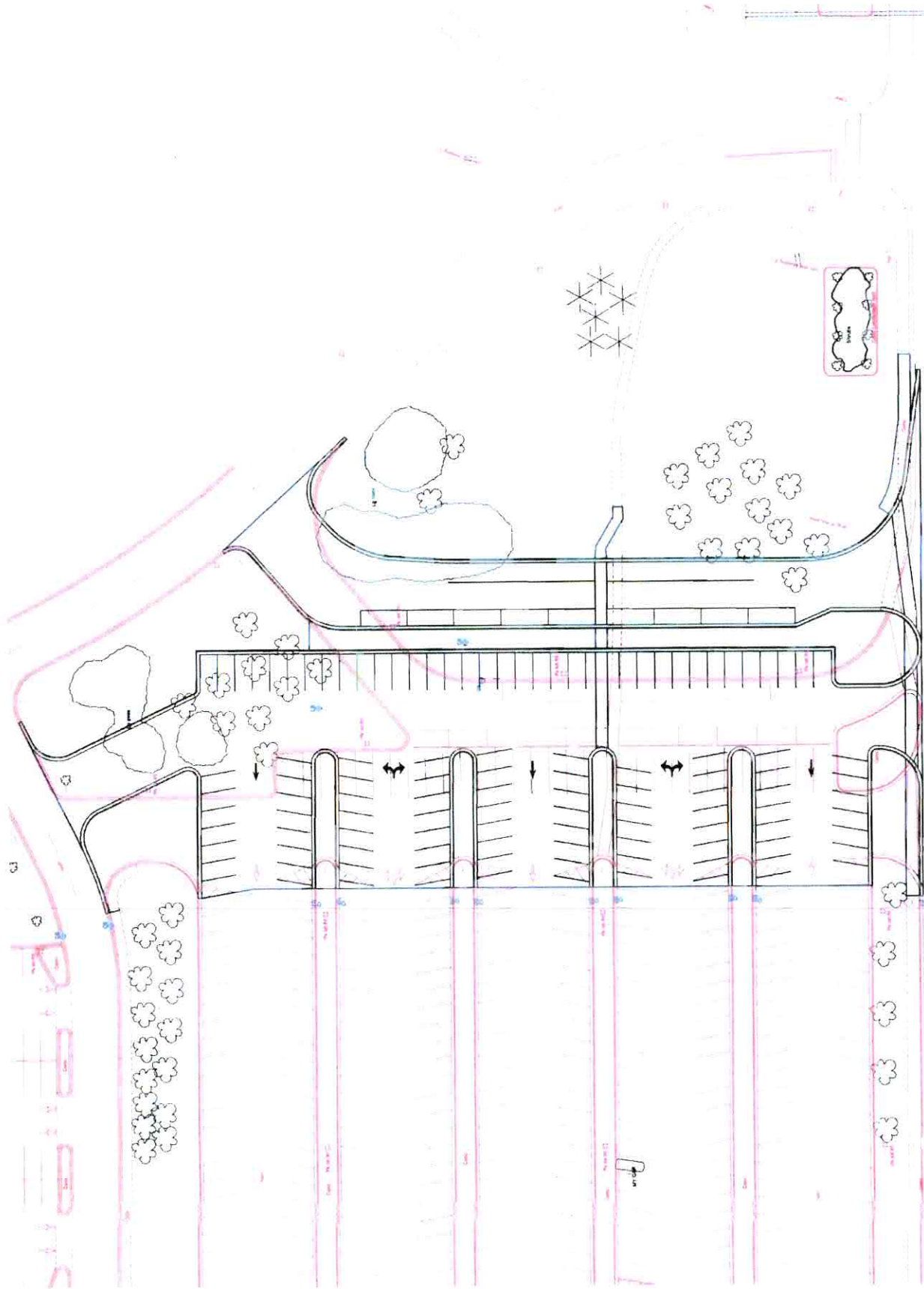
# BID RESPONSE

ITEM NO.	QTY.	UNIT	DETAILED SPECIFICATIONS	UNIT PRICE
1*	2 yard or greater AWD Pay Loader Make <u>Komatsu</u> Model <u>200</u> *Will be used to determine low bid.			
	1	HOUR	Hourly Rate includes transport to/from parking lot	\$ <u>130-</u>
2	Skid Steer, 50 hp, w/snow removal equipment (such as bucket, blade, broom) Make <u>Bobcat</u> Model <u>5250</u>			
	1	HOUR	Hourly Rate includes transport to/from parking lot	\$ <u>110-</u>
3	If conditions require, Motorgrader, 160 hp Make <u>John Deere</u> Model <u>770</u>			
	1	HOUR	Hourly Rate includes transport to/from parking lot	\$ <u>160-</u>
4	If conditions require, Dump truck, tandem axle Make <u>Ford</u> Model <u>L 9000</u>			
	1	HOUR	Hourly Rate includes transport to/from parking lot	\$ <u>110-</u>
5	Other equipment owned by Contractor that will be used for snow removal. Make <u>Komatsu</u> Model <u>380</u>			
	1	HOUR	Hourly Rate includes transport to/from parking lot	\$ <u>160-</u>
6	Other equipment owned by Contractor that will be used for snow removal. Make <u>Cat</u> Model <u>262</u>			
	1	HOUR	Hourly Rate includes transport to/from parking lot	\$ <u>110-</u>

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 Bret Beck  
Basarab's Excavating





**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.





# *State of North Dakota*

## SECRETARY OF STATE



### CONTRACTORS LICENSE RENEWAL

NO: 27713 CLASS A

I, Alvin A. Jaeger, Secretary of State of the State of North Dakota, and as Registrar of Contractors, certify that **BASARABA'S EXCAVATING & DIRT WORKS L.L.C.** whose address is Wilton, ND has filed in this office proper application for Renewal of Class A Contractor's License valid to March 1, 2012, and has paid the required fee, and has complied with all requirements of Chapter 43-07, North Dakota Century Code.

**BASARABA'S EXCAVATING & DIRT WORKS L.L.C.** therefore, is entitled to bid on and accept contracts as authorized by law, under this license, without limit as to value of any single contract.

Dated February 10, 2011.

A handwritten signature in cursive script, reading "Alvin A. Jaeger".

Alvin A. Jaeger  
Secretary of State





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/05/2011

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).

<b>PRODUCER</b>	Cottingham Insurance Agency DDC Inc PO Box 1046 - 201 Lincoln Ave Underwood ND 58576	<b>CONTACT NAME:</b>	
		<b>PHONE (A/C, No, Ext):</b> 701-442-3473	<b>FAX (A/C, No):</b> 701-442-3474
		<b>E-MAIL ADDRESS:</b> Info@CottinghamInsurance.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
		INSURER A : MIDWEST FAMILY MUTUAL	
<b>INSURED</b>	Basaraba's Excavating & Dirt Works, LLC. Brent Basaraba 37610 12th St. NE Wilton ND 58579-9519	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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	ACND0560059914	08/01/2011	08/01/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Fire Damage \$ 100,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	CAND0560059915	08/01/2011	08/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	CUND0560059916	08/01/2011	08/01/2012	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

The State of North Dakota and it's Agencies, Officers, & Employees (State) are included on the general liability and automobile policy as additional insureds. Also, Waiver of Subrogation is included waiving any right of recovery the insurance company may have against the State.

**CERTIFICATE HOLDER****CANCELLATION**

ND Department of Transportation  
608 E Boulevard Ave RM 222  
BISMARCK ND 58505

Fax: 701-328-0310

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

*Wade Haseler*





# North Dakota Department of Transportation

Francis G. Ziegler, P.E.  
Director

Jack Dalrymple  
Governor

October 6, 2011

Brent Basaraba  
37610 12<sup>th</sup> St NE  
Wilton, ND 58579-9519

Dear Mr. Basaraba:

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,

Brad Darr, D.E.  
Maintenance Division

---

## Central Office East Parking Lot Snow Removal

Basaraba Excavating hereby states that the company has, and will maintain in force,  
(Company Name)  
insurance coverages (including proof of coverages) consistent with the contract specifications.

Date 10-8-11

Julie Basaraba Managing Member  
Type or Print Name & Title

Signature

## **Bold, Roxsanne**

---

**From:** Julie Basaraba [basarabax@msn.com]  
**Sent:** Wednesday, October 12, 2011 7:06 AM  
**To:** Bold, Roxsanne  
**Subject:** Re: Contract

Good Morning Roxsanne,  
Both Brent and myself are the owners of Basaraba Excavating.

Thank you,

Julie Basaraba  
Basaraba Excavating  
701-734-8143

**From:** [Bold, Roxsanne](#)  
**Sent:** Tuesday, October 11, 2011 11:28 AM  
**To:** [basarabax@msn.com](mailto:basarabax@msn.com)  
**Subject:** Contract

Good morning Brent,

In reference to your signature on the contract for snow removal at the DOT, you signed as a "member". Our legal department requires the signature to be from an owner, CEO, etc. Both Brent and Julie signed this way and we need to know your status besides being a member. Please respond to this e-mail and I can include it with the contract.

Thank You.

Roxy Bold  
Maintenance Division  
ND Department of Transportation  
608 E Boulevard Ave  
Bismarck ND 58505  
Phone (701)328-2517  
Fax: (701)328-4623



**North Dakota Department of Transportation  
AMENDMENT TO CONTRACT NO. 70112009  
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 Basaraba's Excavating & Dirtworks, LLC, hereinafter known as the Contractor, whose address is 37610 12<sup>th</sup> St NE, Wilton, ND 58579.

WHEREAS, the parties entered into a contract on 10/13/2011; and

WHEREAS, the contractor has performed satisfactorily under the terms of the contract and expressed a willingness to extend the term of the above referenced contract for an additional twelve (12) month period; and

WHEREAS, the contractor will provide sanding services if requested by NDDOT; and

NOW THEREFORE, the Contractor and NDDOT agree that the term of the contract is extended through September 30, 2013 and the contractor will provide sanding services if requested by NDDOT at a cost of \$80 per ton and application cost of \$90 per hour.



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:

Julie Basaraba  
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:

Basaraba Excavating  
COMPANY NAME

Brent Basaraba  
OFFICER'S NAME (TYPE OR PRINT)

[Signature]  
SIGNATURE

Member  
TITLE

8-7-2012  
DATE

WITNESS:

SOMMER HUNKE  
NAME (TYPE OR PRINT)

[Signature]  
SIGNATURE

NORTH DAKOTA DEPARTMENT  
OF TRANSPORTATION

Francis G. Ziegler  
DIRECTOR (TYPE OR PRINT)

[Signature]  
SIGNATURE

8/14/12  
DATE

APPROVED as to substance by:

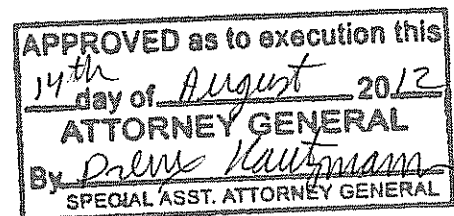
BRAD DARR

DIVISION DIRECTOR (TYPE OR PRINT)

[Signature]  
SIGNATURE

8/14/2012  
DATE

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





**Bold, Roxsanne**

---

**From:** Julie Basaraba [basarabax@msn.com]  
**Sent:** Wednesday, October 12, 2011 7:06 AM  
**To:** Bold, Roxsanne  
**Subject:** Re: Contract

Good Morning Roxsanne,  
Both Brent and myself are the owners of Basaraba Excavating.

Thank you,

Julie Basaraba  
Basaraba Excavating  
701-734-8143

**From:** Bold, Roxsanne  
**Sent:** Tuesday, October 11, 2011 11:28 AM  
**To:** basarabax@msn.com  
**Subject:** Contract

Good morning Brent,

In reference to your signature on the contract for snow removal at the DOT, you signed as a "member". Our legal department requires the signature to be from an owner, CEO, etc. Both Brent and Julie signed this way and we need to know your status besides being a member. Please respond to this e-mail and I can include it with the contract.

Thank You.

Roxy Bold  
Maintenance Division  
ND Department of Transportation  
608 E Boulevard Ave  
Bismarck ND 58505  
Phone (701)328-2517  
Fax: (701)328-4623



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/05/2011

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).

<b>PRODUCER</b>	Cottingham Insurance Agency DDC Inc PO Box 1046 - 201 Lincoln Ave Underwood ND 58576	<b>CONTACT NAME:</b>	
		<b>PHONE (A/C, No, Ext):</b> 701-442-3473	<b>FAX (A/C, No):</b> 701-442-3474
		<b>E-MAIL ADDRESS:</b> Info@CottinghamInsurance.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
		INSURER A : MIDWEST FAMILY MUTUAL	
		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	ADD'L SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>						
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 1,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COM/OP AGG \$ 2,000,000
							Fire Damage \$ 100,000
A	<b>AUTOMOBILE LIABILITY</b>						
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR						EACH OCCURRENCE \$ 1,000,000
	<b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 1,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						WC STATUTORY LIMITS
	If yes, describe under DESCRIPTION OF OPERATIONS below						OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

The State of North Dakota and it's Agencies, Officers, & Employees (State) are included on the general liability and automobile policy as additional insureds. Also, Waiver of Subrogation is included waiving any right of recovery the insurance company may have against the State.

**CERTIFICATE HOLDER****CANCELLATION**

ND Department of Transportation  
608 E Boulevard Ave RM 222  
BISMARCK ND 58505

Fax: 701-328-0310

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

*Wade Haseler*

© 1988-2010 ACORD CORPORATION. All rights reserved.





# North Dakota Department of Transportation

Francis G. Ziegler, P.E.  
*Director*

Jack Dalrymple  
*Governor*

August 2, 2012

Mr. Brent Basaraba  
Basaraba's Excavating & Dirt Works, LLC  
37610 12<sup>th</sup> St NE  
Wilton, ND 58579-9519

Dear Mr. Basaraba:

Subject: NDDOT Central Office East Parking Lot Snow Removal

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 **mail signed document back to us**.

Be advised that execution of this contract will be delayed until these issues have been resolved.

Sincerely,

Brad Darr, P. E.  
Maintenance Division

---

NDDOT Central Office East Parking Lot Snow Removal

Basaraba's Excavating & Dirt Works, LLC. hereby states that the company has, and will maintain in force, insurance coverage (including proof of coverages) consistent with the contract specifications.

Date 8-7-2012

Brent Basaraba - Member  
Type or Print Name & Title

  
Signature

## MEMORANDUM

TO: Francis G. Ziegler, P.E.  
Director

FROM: Roxsanne Bold  
DOT Maintenance DivisionDivision

DATE: 08/14/2012

SUBJECT: NDDOT East Parking Lot Contract Extension

This amendment will extend the snow removal services by Basaraba's Excavating and Dirtworks, LLC for an additional twelve months. There was no increase in prices. NDDOT added a sanding option if requested by NDDOT

Roxy Bold is the contract manager. Phone number 328-2517