North Dakota Department of Transportation | NDDOT Contract # 50160652

ON TO BID
Bid Opening Date & Time: 04/14/2016 02:00 PM
Buyer: Alexis Wingo
Telephone Number: (701)328-2571
Email: awingo@nd.gov
Date Prepared: 03/31/2016
SPONSE n conformance with the instructions and specifications in the onse must be returned to the North Dakota Department of for the bid opening. Bid responses received after the time and elope with word "BID" and the opening time and date. If your onse will constitute a binding contract. TRACT
OT for the state of North Dakota (hereinafter state) and
Vendor Address 35920 Canham Place Miller. 5D 57362
ance by the state of the offer made by the vendor pursuant to
urnish, and deliver to the state, at the time, places, and prices lies, commodities, equipment, or other items contained in the this contract by the state. The vendor shall fully perform this ined in the bid response including all specifications, rules, or applicable provisions of the NDAC 04-12-01 — 04-12-16 all being made a part of this contract by reference. The Risk le VI Assurances, attached, are hereby incorporated into and
o do so may result in the rejection of the vendors bid proposal.
gement - Jack Dool. He colounes
Miller SD. 57362
E-mail Address Midakotavea Wunloo, Com
VM_
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.)
Y Accepted by the state according to provisions of award.
Date
Date Approximate contract amount
4-25-16 \$ Unknown

APPROVED as to execution this SPECIAL ASST. ATTORNEY GENERAL

CLA 7480 (Div. 50)

- iii. The rights and remedies of the State provided in the above clause related to defaults by the contractor are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- d. **Termination, Deliveries.** If the contract is terminated for any reason, the contractor is responsible for delivery of all commodities and services ordered prior to the termination, unless those orders had been canceled by the Purchasing Agency or Entity.
- 10. <u>Inspection and Investigations.</u> The State reserves the right to conduct inspections and investigations related to the bidder and offered commodities or services, including but not limited to the firm, its facility, personnel, qualifications, and the commodities and/or services offered to make determinations regarding compliance with the bid requirements and responsibility of the bidder.
- 11. <u>Materials and Workmanship.</u> All material and workmanship shall be subject to inspection and testing at the discretion of the purchasing agency either at the point of manufacturer, place of storage, or upon receipt.
- 12. <u>Receiving.</u> Deliveries must arrive at the designated destination(s) during normal business hours unless other shipping/receiving instructions are issued by NDDOT personnel. The contractor shall contact the NDDOT to schedule delivery dates and times at least 24 hours in advance of delivery.

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

- 13. <u>Subcontracts, Assignment.</u> The contractor shall not subcontract, assign or transfer the contractor's interests or duties under this contract without express written consent of the purchasing agency. However, the contractor may enter into subcontracts provided that any such subcontractor acknowledges the binding nature of this contract and incorporates this contract, including any attachments. The contractor is solely responsible for the performance of any subcontractor. The contractor shall not have the authority to contract for or incur obligations on behalf of the State.
- 14. <u>Successors in Interest.</u> The provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.
- 15. <u>Service Representative.</u> The contractor must provide a dedicated customer service representative to provide support for this contract. The contractor shall notify the Procurement Officer in the event the representative is changed.

NAME:		ack Dool	itle			
	(Name of pers	on servicing this co	ontract)			
BUSINE	ESS NAME:	M.d Da	ikota Vege	tation Ma	mage me	nt
		35980	Cantiam	Place	<u> </u>	
CITY &	STATE:	Miller_	<u> </u>	CODE: <u>57</u>	362	
PHONE	NUMBER:	852 ~18	<u>69</u> тог	LL FREE: <u>605</u>	870	0 <i>130</i>
FAX NL	JMBER:	8S2 27	<u>81</u> E-N	IAIL: middal	ptaveg a) cph oa . com

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

The intent of this bid is to obtain services for the control or eradication of all invasive/noxious weeds within the North Dakota Department of Transportation's highway right-of-way in accordance with all state and federal laws and regulations.

The NDDOT currently contracts with the County Weed Boards to accomplish noxious weed control and intends to continue that practice where feasible. The NDDOT has identified a <u>limited</u> need to procure weed spraying services for Burke, Divide, Williams, McLean, Griggs and Steele Counties.

Miles Of State Roadway To Be Sprayed

	2-Lane	4-Lane	
BURKE	126.7	0	
DIVIDE	110.0	0	
WILLIAMS	170.4	74.1	\neg /, .
MCLEAN	228.3	58.6	only Bid
GRIGGS	83.1	0	
STEELE	65.43	0	

- 1. The area to be covered is the entire right-of-way from the roadway paved shoulder edge to the fence line or outer right-of-way line on both sides of the roadway. The bidder will be responsible for identification and control of weeds by the "Spot Spray" method. A map is provided of the state roadways in the county.
- 2. The North Dakota State University Extension Service is responsible for the certification of applicators in North Dakota. All providers responding to the bid must be certified under the NDSU Extension Service program. Please submit copies of certification documents for each applicator.
- 3. Offerors who respond to the ITB must comply with the current applicable State law and regulations. (See http://www.ag.ndsu.nodak.edu/aginfo/pesticid/laws.htm)
- 4. The NDDOT Right-of-Way spraying requirements will vary dependent upon weather conditions, weed type, quantity of weeds, physical area and geographic location.
- 5. The bidder shall identify areas not sprayed due to: standing water or soil too wet to spray, mowed, sensitive crop, etc.
- 6. All herbicides shall be applied in accordance with the manufacturer's recommendations.
- 7. Pickups and trucks with spray booms or boomless nozzles can be used for large open areas of rolling terrain. ATV sprayers with booms or boomless nozzles or hand application are preferred for rough terrain so as not to tear up roadsides. Pickups with hand spray hoses should have a minimum of 200 feet of hose to reach to the outer edge of the Right-of-Way.
- 8. Equipment will be required to follow the NDDOT Traffic Control Requirements for Operations.on Highways and Streets. A 360 degree amber flashing beacon is required for mobile operations on the shoulder and in the right-of-way. Sprayers will be required to move in the direction of the normal traffic flow.
- 9. The bidder will be responsible for addressing and settling any and all complaints received from the public arising from the application of the right-of-way.

BID RESPONSE

EMPLOYEE CERTIFICATION INFORMATION REFERENCE – SCOPE OF WORK, PARA. 2			
EMPLOYEE NAME	CERTIFICATION NUMBER Attach copies of certificates	EXPIRATION DATE	
VJack Doslitle ,	2015 # (138592 ND)	2016 Applied For	1
Andrew Conham	2015 # (138593 ND)	9016 Appled For	7_
Hen Steunt	9015 # (1206478 ND)	9016 Appled Fo	<u> </u>
Joseph Wylie	2015 # (.10045609)	2016 April Fo	سای
Jordan Peterson	3015 # (NO)	2016 Appled	For
		_	
All application	5 have been apple	1 For in 2016	,
Licenses are all in		by N.D. Dept	Ag
and licences will	be sent asAP, and u	sil Forward	7
them to you	OFFice (? 605 870	0130)	
All are fransied i	1 80 See 883 Cap	185	

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

Bid Item 7 - OPTION 1 - GPS REPORTING

The successful bidder shall provide a record of GPS locations of spraying work while in progress. All data consistent with form SFN 50020 shall be provided along with a map at the time invoice is submitted for payment.
Indicate any additional cost for this reporting level: \$ 1, 85 per Hour - Add to Spray Hour Rate
3 REFERENCES WITH CONTACT INFORMATION SUPPLIED YES NO

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

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

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



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

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

Pertinent Non-Discrimination Authorities:

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



Risk Management Appendix

Service Contracts with Private Individuals, Companies, Corporations, Etc.:

Contractor agrees to defend, indemnify, and hold harmless the state of North Dakota, its agencies, officers and employees (State), from and against claims based on the vicarious liability of the State or its agents, but not against claims based on the State's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by Contractor to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Contractor also agrees to defend, indemnify, and hold the State harmless for all costs, expenses and attorneys' fees incurred if the State prevails in an action against Contractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Contractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota, the following insurance coverages:

- 1) Commercial general liability and automobile liability insurance minimum limits of liability required are \$250,000 per person and \$1,000,000 per occurrence.
- 2) Workers compensation insurance meeting all statutory limits.
- 3) The State of North Dakota, its agencies, officers, and employees (State) shall be endorsed as an additional insured on the commercial general liability and automobile liability policies.
- 4) Said endorsements shall contain a "Waiver of Subrogation" in favor of the state of North Dakota.
- 5) The policies and endorsements may not be canceled or modified without thirty (30) days prior written notice to the undersigned State representative.

Contractor shall furnish a certificate of insurance evidencing the requirements in 1, 3, and 4, above to the undersigned State representative prior to commencement of this agreement.

The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time. Any attorney who represents the State under this contract must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08.

When a portion of a Contract is sublet, the Contractor shall obtain insurance protection (as outlined above) to provide liability coverage to protect the Contractor and the State as a result of work undertaken by the Subcontractor. In addition, the Contractor shall ensure that any and all parties performing work under the Contract are covered by public liability insurance as outlined above. All Subcontractors performing work under the Contract are required to maintain the same scope of insurance required of the Contractor. The Contractor shall be held responsible for ensuring compliance with those requirements by all Subcontractors.

Contractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the State. Any insurance, self-insurance or self-retention maintained by the State shall be excess of the Contractor's insurance and shall not contribute with it. The insolvency or bankruptcy of the insured Contractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Contractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the policy(ies) shall be the sole responsibility of the Contractor. This insurance may be in a policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The State will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above.

RM Consulted 2007 Revised 5-09



Michael Hodge Mid Dakota Vegetation Management

35920 Canham PLACE Miller SD 57362 Out Of State

Applicator Reciprocity

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

Andrew William Canham Mid Dakota Vegetation Management

35920 Canham PLACE Miller,SD 57362

Applicator Reciprocity

Out Of State

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

#10045609 COMMERCIAL

Joe A Wylie

Mid Dakota Vegetation Management

35920 Canham PLACE Miller,SD 57362

<u>Applicator</u> Reciprocity

Out Of State

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

#10022199 COMMERCIAL

Kelly J Sharp

Mid Dakota Vegetation Management

35920 Canham PLACE

Applicator Reciprocity

Miller,SD 57362

Out Of State

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

#138592

COMMERCIAL

Jack William Doolittle

35920 Canham PLACE

Applicator Reciprocity

Miller,SD 57362 Out Of State

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

#10060478 COMMERCIAL

Ken Stewart

Mid Dakota Vegetation Management

35920 Canham PLACE

Applicator

Miller SD 57362 **Out Of State**

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

#10051500 COMMERCIAL

Marvin Nelson

Mid Dakota Vegetation Management

35920 Canham PLACE

<u>Applicator</u>

Miller,SD 57362

Out Of State

Reciprocity

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

SD Dept. of Agriculture Commercial Applicator License



AP9715

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

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

G=02/20/2018 1A-02/20/2018





Pierre, South Dakota 57501-3182 Phone (605) 773-4432 FAX (605) 773-3481 www.sdda.sd.gov/Ag Services/

03/04/2015

JORDAN R PETERSON 19459 393TH AVE HITCHCOCK SD 57348-6819 Enclosed is/are the license(s) for which application was made.

-Please detach license(s) from this sheet using perforations provided.

 Questions regarding license(s) should be directed to the above address.

SD Dept. of Agriculture Commercial Applicator License



AP12228

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

Issued: 03/04/2015 Expires: 02/28/2017 Cert: G 1A 1B 7 12 Categories and Expiration Dates

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

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

12-02/29/2016

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



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

03/01/2016

JACK W DOOLITTLE **PO BOX 344** HIGHMORE SD 57345-0344

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

SD Dept. of Agriculture Commercial Applicator License



AP1066

Signature

Jack W Doolittle PO*Bbx 344 Highmore SD 57345-0344 Mid Dakota Veg Management - Miller Ground

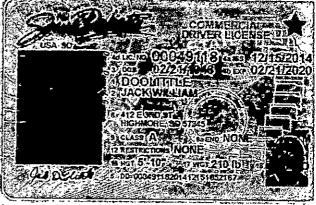
Issued: 03/01/2016 Expires: 02/28/2018 License valid only if categories (on back) are current

Categories and Expiration Dates

G-02/28/2018

7--02/28/2018

1A-02/28/2018



SOUTH DAKOTA DEPARTMENT OF AGRIC

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

License No. DL1545

Pesticide Dealer License

NON-TRANSFERABLE

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



Date Issued: 03/01/2016

Secretary of Agriculture



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

03/04/2015 -

KEN E STEWART 711 E 2ND ST MILLER SD 57362-1511 -Enclosed is/are the license(s) for which application was made.

-Please detach license(s) from this sheet using perforations provided.

--Questions regarding license(s) should be directed to the above address.

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



AP10523

....

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

Ground

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

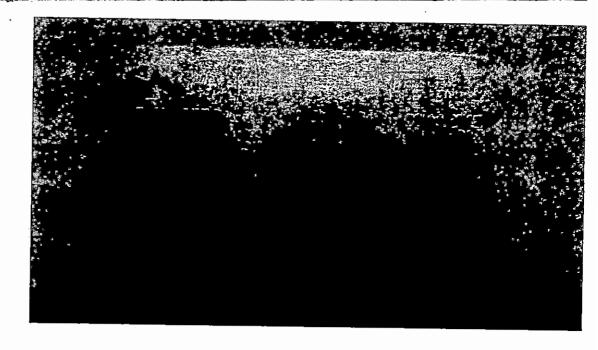
Categories and Expiration Dates

G-02/28/2017

7-02/28/2017

1A-02/28/2017

12-02/28/2017



SD Dept. of Agriculture Commercial Applicator License



AP1062

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



D

Ground

Issued: 03/01/2016 Expires:/02/28/2018 License valid only if

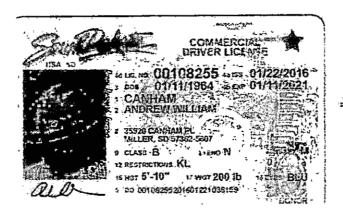
categories (on back) are current

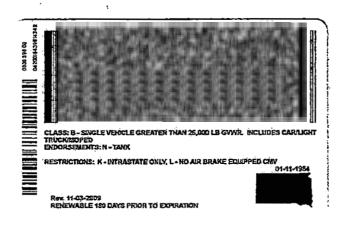
Categories and Expiration Dates

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

7-02/28/2018

12-02/28/2017





Public Search Engine and List Generator Website

ID & Name: 138810 WALKER RYAN D

City, State: HILLSBORO, ND

Pesticide Category	Expiration Date							
All certifications expire April 1 of the year listed								
AG PEST CONTROL	April 1st 2017							
GROUND CORE	April 1st 2017							
ORNAMENTAL TURF	April 1st 2016							
RIGHT OF WAY	April 1st 2017							

Return Back

May 5, 2016

MidDakota Vegetation Management 35920 Canham Place Miller, SD 57362

Dear Contractor:

You have submitted to the North Dakota Department of Transportation (NDDOT), in connection with your certificate of insurance, additional pages or language on the certificate which either purports to limit or qualify the information reflected on the certificate of insurance or which purports to change, modify or amend your company's insurance policies. NDDOT policy is to not solicit, review or approve contractors' insurance policies, endorsements or amendments to insurance policies, or insurance documents other than properly completed certificates of insurance. NDDOT contracts specify that contractors are responsible for acquiring and maintaining specified coverages and proof of insurance.

Please have a company executive authorized to execute contract documents sign and date the statement below attesting that your company has insurance coverage consistent with the contract provisions and immediately fax and mail it back to us.

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

Sincerely,

Shannon Sauer, Division Director Financial Management Division

BID NO. 988-89-16-0130

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

Date

Signature



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/28/2016

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

		OW. THIS CERTIFICATE OF IN RESENTATIVE OR PRODUCER, A				TE A C	CONTRACT	BETWEEN T	HE ISSUING INSURER	(S), Al	JTHORIZED .	
ll ti	IPO te te	PRTANT: If the certificate holde erms and conditions of the polic ficate holder in lieu of such endo	r is ar y, ceri	ADi tain p	DITIONAL INSURED, the policies may require an e	policy(ndorse	les) must be ment. A stat	endorsed. tement on th	If SUBROGATION IS W Is certificate does not co	AIVED onfer i	, subject to rights to the	
PRO	DUCE	ER	rseme	enu(s	<u> </u>	CONTAC NAME:	ĊT					
Hand County Insurance Agency PO Box 317,131 North Broadway						NAME: PHONE FAX (A/C, No): E-MAIL ADDRESS:						
Miller, SD 57362												
Kristi M. Prince						PRODUCER CUSTOMER ID #: MIDDA-1						
					INSURER(S) AFFORDING COVERAGE NAIC #							
INS	INSURED MidDakotaVegetationManagement			INSURER A: Nautilus Insurance Company								
Andy Canham/Jack Doolittle 35920 Canham Place Miller, SD 57362				INSURE	RB:							
				INSURE								
		Hiller, 3D 37302					INSURER D:					
						INSURE	RE: Great D	ivide Insur	ance Company			
<u> </u>				_		INSURER F:						
					E NUMBER:				REVISION NUMBER:			
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INSF LTR		TYPE OF INSURANCE	ADDI	SUBI	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	(MM/DD/YYYY)	LOMIT	s		
	GE	COMMERCIAL GENERAL LIABILITY	х	x	ECP2008342-13			04/01/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	2,000,000 100,000	
		CLAIMS-MADE X OCCUR							MED EXP (Any one person)	S	5,000	
Α	X	Pollution	_	1	Ì				PERSONAL & ADV INJURY	\$	2,000,000	
ł	匚]	-						GENERAL AGGREGATE	\$	2,000,000	
Ì	GE	INL AGGREGATE LIMIT APPLIES PER:		1					PRODUCTS - COMP/OP AGG	\$	2,000,000	
╙	-	POLICY PRO-	_	<u> </u>	<u> </u>				Pollution	\$	2,000,000	
		ITOMOBILE LIABILITY	X	X	D. D. D. D. C. C. C.		0010010010		COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000	
C	X	1	1		BAP2008343-13		03/23/2016	04/01/2017	BODILY INJURY (Per person)	\$		
С	x	ALL OWNED AUTOS			BAP2008343-13		02/22/2046	04/01/2017	BODILY INJURY (Per accident)	\$		
c	Ŷ		1		BAP2008343-13		03/23/2016	04/01/2017	PROPERTY DAMAGE (PER ACCIDENT)	\$		
С	X		1		BAP2008343-13		03/23/2016	04/01/2017	Med Payments	\$	5,000	
╙	_		_	ļ						\$		
	<u></u>	UMBRELLA LIAB OCCUR			į				EACH OCCURRENCE	\$		
	<u> </u>	EXCESS LIAB CLAIMS-MAD	E						AGGREGATE	\$		
	\vdash	DEDUCTIBLE								\$		
-	wo	RETENTION \$	+	1	····				WC STATIL TOTH	\$		
E	AN	AND EMPLOYERS' LIABILITY	_l		WCA2008341-13		0313313046	04/01/2017	WC STATU- TORY LIMITS ER		1,000,000	
-	OF	Y PROPRIETOR/PARTNER/EXECUTIVE FICER/MEMBER EXCLUDED?	NIA				03/23/2010	04/01/2017	E.L. EACH ACCIDENT	\$	1,000,000	
	If y	andatory in NH) res, describe under SCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT		1,000,000	
<u> </u>	I DE	SCRIPTION OF OPERATIONS DEROW	ļ	\vdash					E.L. DISEASE - POLICY LIMIT	<u> </u>	1,000,000	
DES	CRIP	TION OF OPERATIONS / LOCATIONS / VEH	CLES (Attach	ACORD 101, Additional Remarks	Schedule	If more space is	roquired)				
1									•			
<u>_</u>												
CE	RT	FICATE HOLDER				CANC	ELLATION					
North Dakota Department of Transportation					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.							
608 E Boulevard Ave Bismarck, ND 58505					AUTHORIZED REPRESENTATIVE Kristi M. Prince							
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