

INVITATION FOR BID

408.15.03.003

2015 Scranton/Bowman Phase 3 and

Wilton AML Project

ND003, ND528, ND033, ND140, ND 001

Bowman, Adams & Burleigh Counties, ND

Abandoned Mine Lands Division

North Dakota Public Service Commission

Bismarck, North Dakota

March 2015

INVITATION FOR BID
2015 Scranton/Bowman Phase 3 and
Wilton AML Project
ND003, ND528, ND033, ND140, ND 001
Bowman, Adams & Burleigh Counties, ND
Bid Number 408.15.03.003

FOREWORD

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- Part II. SPECIFIC PROVISIONS**
- Part III. ATTACHMENTS**
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FOREWORD

This is an Invitation for Bid (IFB) to reclaim Abandoned Mine Lands (AML) sites. These AML sites contain abandoned underground lignite coal mines and are located near Reeder, Scranton, Bowman and Wilton, North Dakota.

The 2015 Scranton/Bowman Phase 3 (aka SB3) and Wilton AML Project include areas along state and county highways, adjacent township roads, and private property and structures as shown on maps on pages 47-50 and as further described:

- The Robert & Betty Verkaik farmstead approximately 1 mile south of Reeder in the SW $\frac{1}{4}$ of Section 9, T130N, R98W;
- ND Highway 67 (133rd Avenue SW) east right-of-way 1/3 mile south of its intersection with US Highway 12 and extending southward approximately 300 feet, in the NE $\frac{1}{4}$ of Section 26, T131N, R100W;
- From the curve connecting westbound 81st Street SW to southbound 146th Avenue SW extending north across 81st Street SW into the north side of the right-of-way, approximately 5 miles north of Bowman in Section 22, T132N, R102W;
- The west side of the right-of-way of 146th Avenue SW extending northward from the intersection with 81st Street SW, approximately 5 miles north of Bowman in Section 15, T132N, R102W;
- ND Highway 36 between Sections 4, 5, 6, 7, 8 & 9 , T142N, R79W including the north and south rights-of-way;
- From the intersection of ND Highway 36 and 41st Street north $\frac{1}{2}$ mile including the east and west rights-of-way; and,
- Other areas as directed by the Commission's Project Manager.

The North Dakota Public Service Commission (Commission, PSC, Purchasing Agency or State) is interested in bids from qualified firms to achieve reclamation within this project area. Work shall be completed at the Reeder and Scranton sites before continuing to Bowman. Work at Wilton shall follow Bowman. **Work shall be completed as specified during the 2015 construction season.**

The Contractor Prequalification Package must be received in the office of the North Dakota Public Service Commission no later than **5:00 p.m., Central Daylight Time (CDT), March 30, 2015.** (See page 13, Special Condition #10.) **Mandatory** pre-bid on-site meetings will be held at the project sites for qualified bidders as follows:

- **8:30 a.m. CDT, April 15, 2015** at the intersection of 41st Street and ND State Highway 36 near Wilton, in Burleigh County, North Dakota **AND**
- **1:30 p.m. CDT, April 15, 2015,** at the Robert and Betty Verkaik Farmstead, approximately 1 mile south of Reeder, Adams County, ND. (See page 13, Special Condition #11.)

Failure to submit the Prequalification Package on time or failure to attend **both** meetings will result in bidder disqualification.

To bid, submit the required materials to the Public Service Commission no later than **11:00 a.m. CDT, April 23, 2015.** The public bid opening will be held at 11:00 a.m. CDT, April 23, 2015, in the Commission Hearing Room, 12th floor, State Capitol, Bismarck, North Dakota.

Any inquiries regarding the Invitation for Bid must in writing and addressed to William E. Dodd, Procurement Officer, North Dakota Public Service Commission, 600 E. Boulevard Ave., Dept. 408, Bismarck, North Dakota 58505-0480.

This document can be accessed from the State Procurement Internet website, www.nd.gov/spo/. Please be informed that maps, drilling information and other attachments may be excluded from the materials on the Internet and the Commission makes no guarantee of completeness, accuracy or availability of Internet documents.

Part I.
General Information



INVITATION FOR BID
State of North Dakota
OMB/Central Services Division
SFN 2464 (8-2008)

North Dakota Public Service Commission
Abandoned Mine Lands Division
600 East Boulevard Avenue, Dept 408
Bismarck, ND 58505-0480
PH: 701-328-4096

Bid Number: 408.15.03.003	Bid Title: 2015 Scranton/Bowman Phase 3 and Wilton AML Project	
Date Issued: March 9, 2015	Procurement Officer: William E. Dodd	
Deadline for Questions: April 17, 2015, 5:00 p.m., CDT	Telephone: 701-328-4101	Fax: 701-328-2133
Bid Opening Date and Time: April 23, 2015, 11:00 a.m., CDT, State Capitol, 12 th Floor, Commission Hearing Room	E-mail: wdodd@nd.gov	
Performance Period: June 2 – September 30, 2015 (approximate)	Commodity or Service: 962 – Miscellaneous Services #2 Sub Class 73 912 – Construction Services Gen Sub Class 23	

You are invited to participate in this Invitation for Bid. Please submit your bid response in conformance with the instructions specified herein.

By submitting a bid response, the bidder agrees and promises to sell, furnish, and deliver to the State all commodities and services contained in this Invitation for Bid for which a contract is awarded by the State. The bidder shall fully perform the contract in accordance with the all specifications, terms and conditions, and requirements contained in the Invitation for Bid and shall comply with all applicable provisions of the North Dakota Century Code Chapters 54-44.4, 46-02, 44-08 and North Dakota Administrative Code Chapter 4-12, made a part of the Invitation for Bid and contract by reference.

Written acceptance of the bidder's bid response by the State, by issuance of a purchase order or contract, constitutes a binding contract made and entered into by and between the State of North Dakota, acting through the Purchasing Agency named above, and the bidder named below:

Bidder Company Name:			
Street Address:			
P.O. Box:	City	State:	Zip Code:
Toll Free Telephone:		Telephone:	Fax:
Federal I.D. or Social Security No.:		E-Mail:	
Type or Print Name of Person Signing:		Title:	
Authorized Signature:			

MAILING INSTRUCTIONS

Mail a completed and signed Invitation for Bid response in a sealed envelope to the address listed below. Invitation for Bid responses received after the date and time specified in the Invitation for Bid will be rejected. Address the envelope containing your response in the following manner:

BID NUMBER	408.15.03.003
BID TITLE	2015 Scranton/Bowman Phase 3 & Wilton AML Project
BID OPENING DATE	April 23, 2015
BID OPENING TIME	11:00 a.m. CDT
AGENCY	PUBLIC SERVICE COMMISSION 600 EAST BOULEVARD AVE DEPT 408 BISMARCK ND 58505-0480

Bidder Checklist. Have you remembered to:

- Review all instructions, terms and conditions, and specifications to ensure your bid response complies?
- Double check your bid price(s)?
- Prepare your bid price as required by the attached bid form?
- Sign your bid and the Invitation for Bid form?
- Initial any alterations or corrections?
- Attach bid bond and MBE/WBE Certification?
- Addressed envelope as indicated?

Bidder's Instructions

1. **Addition of Terms and Conditions.** Additional terms and conditions submitted with a bid response are of no effect unless accepted in writing by the Purchasing Agency. Bids with any additional terms and conditions may be rejected as non-responsive.
2. **Assistance to Bidders with a Disability.** Bidders with a disability who need an accommodation must contact the Procurement Officer prior to the deadline for receipt of bids so that reasonable accommodation can be made.
3. **Bid Held Firm.** Bids are not awarded at the bid opening. Bid responses will be firm for 60 days, unless otherwise specified by the Procurement Officer in writing.
4. **Bid Opening.** All bids received by the time and date of the bid opening will be publicly opened by the Purchasing Agency at **11:00 a.m. CDT, April 23, 2015**, in the Commission Hearing Room on the 12th floor of the State Capitol in Bismarck, North Dakota. Interested parties are invited to attend the bid opening.
5. **Bid Results.** Bidders desiring a copy of the bid results are instructed to request such and include a self-addressed, stamped, envelope or email address with their bid response. Bid results will be mailed when an award decision is made. Bidders may

also obtain bid results or arrange to review the bid file by contacting the Purchasing Agency.

6. **Corrections.** The Bidder's authorized representative must initial any corrections and alterations (i.e. erasers, whiteouts, correction tape, etc.) made to the bid response. Those bid responses with corrections and alterations that are not initialed are subject to confirmation by the Procurement Officer.
7. **Definitions:**
 - Bidder – any person or firm submitting a competitive bid in response to a solicitation.
 - Bid Results – a summary of all bid responses received and the award results.
 - Bid Response – the executed document submitted by a bidder in response to a solicitation.
 - 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.
8. **Facsimile Bids.** Bid responses faxed to the Purchasing Agency will be rejected. Bids may be faxed to a third party who shall put the bid in an envelope and deliver it to the Procurement Officer before the date and time specified in the solicitation.
9. **Late Bids.** It is the bidder's responsibility to ensure that a bid response is physically deposited with the Purchasing Agency prior to the date and time specified for the opening. Late bid responses will not be opened and will be rejected regardless of the degree of lateness or the reason.
10. **Minor Informalities.** The State reserves the right to waive minor informalities in bid responses in accordance with N.D.A.C. § 4-12-10. Minor informalities are insignificant omissions or nonjudgmental mistakes that are matters of form rather than substance, evident from the bid document, with a negligible effect on price, quantity, quality, delivery, or contractual conditions that can be waived or corrected without prejudice to other bidders.
11. **Prices, Currency.** All prices must be in United States currency.
12. **Pricing (Unit and Total Prices).** The unit price is to be according to the unit of measurement specified in the solicitation. In the event of mathematical differences between the unit price and extended total, the unit price will prevail.
13. **Protests.** An interested party may protest the solicitation within seven days before the bid opening or protest the Notice of Intent to 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. Notice of Award will be issued to all Bidders. Seven calendar days after award or issuance of the Notice of Intent to Award, it will be assumed that all interested parties knew or should have known all the facts surrounding the award.
14. **Questions and Clarifications.** All questions and requests for clarification regarding this solicitation must be addressed to the Procurement Officer. The requirements of

this solicitation can only be altered by written amendment of the solicitation. Verbal communications from whatever source are of no effect. Questions must be received by **5:00 p.m. CDT, April 17, 2015**, to allow the Procurement Officer to issue any needed amendments in sufficient time before the bid opening date.

15. **Review of the Bids.** After the bid opening, bids become subject to North Dakota open records laws. Interested parties may request public information and make arrangements to review the bid file by contacting the Procurement Officer during normal working hours, between 8:00 a.m. and 12:00 p.m. and 1:00 p.m. and 5:00 p.m., Monday through Friday.
16. **Rejection.** The State reserves the right to reject any and all bids in whole or in part. Bid responses will be rejected if:
 - the bid response is not legible.
 - the bid response is not completed as requested.
 - the bid response is faxed to the Purchasing Agency.
 - the bid response is not responsive to the specifications or other requirements of the solicitation.
 - the bid response is received after the time and date specified.
 - the bidder was required to be registered as an approved Bidder by the deadline for receipt of bids, and failed to do so.
 - the bidder is determined to be not responsible, in accordance with N.D.A.C. § 4-12-11-04.
18. **Signature.** The bidder submitting the bid response or that bidder's duly authorized agent or representative must sign the bid response manually in ink. The name and title of the person signing the bid response must be typed or printed below the signature.
19. **Specifications, Brand Name or Equivalent.** Unless otherwise indicated in the detailed specifications of this solicitation, the use of a specific brand name or make and model is for illustrative purposes only, and the State will consider equivalent products. If a commodity or service put forth by a Bidder is rejected as not being equivalent, the Procurement Officer will notify the bidder of the rejection.
20. **Specifications, Compliance.** All bids submitted in response to this Invitation for Bid must comply with the specifications contained herein, and the successful bidder will be held responsible. Noncompliance with specifications is grounds for rejection of the bid response. Bidders who desire to submit commodities or services that deviate from these specifications or have any objections to the specifications stated herein must contact the Procurement Officer in writing as soon as possible, so the Procurement Officer can determine whether the specifications need to be amended.
21. **Withdrawal or Changes to a Bid Response Prior to the Bid Opening Date and Time.** Before the bid opening date and time, the bidder's authorized representative may withdraw or change a bid response by making a written request to the Procurement Officer.

22. **Withdrawals After the Bid Opening Date and Time.** After the opening, no changes may be made to the bid response. The bidder may make a written request to withdraw the bid response, subject to approval by the Purchasing Agency. Bidders repeatedly withdrawing bids after the opening date may be removed from the State Bidders List.

GENERAL TERMS AND CONDITIONS

General terms and conditions are contained in the attached Sample Contract.

SPECIAL TERMS AND CONDITIONS

1. **Approved Bidder Registration.** Every person or business entity that desires to bid on contracts for commodities and services must be an approved Bidder in order to be placed on the bidders list. Bidders must comply with the Bidder registration requirements related to approved bidder registration as set forth in N.D.C.C. § 54-44.4-09 and this solicitation:

Bidders Must Be Approved Before Contract Award. 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 Bidders Application to the ND State Procurement Office. Registration instructions and forms are available on-line at: www.nd.gov/spo/. Contact the ND State Procurement Office at 701-328-2683 or infospo@nd.gov for assistance. The successful bidder must register and become approved within thirty calendar days or shorter time specified in writing by the Purchasing Agency from the date of the Notice of Intent to Award. The bid or proposal may be rejected if the Bidder fails to register within the specified time period.

Placement on the bidders list does not guarantee a Bidder will receive notice of every formal solicitation. Bidders must maintain current information by submitting a Notice of Change form to the State Procurement Office (Fax 701-328-1615). Visit the website for forms: www.nd.gov/spo/.

2. **Award.** Award will be made to the responsible bidder with the lowest priced bid that is responsive to the specifications and all other requirements stated herein. Award will be made as follows:
 - All or none.
3. **Award, Local Service.** Service within 10 days after receipt of the Notice to Proceed is required. Bidder must have facilities or service providers within a commuting distance to meet this requirement.
4. **Bid Bond, Type.** No bid will be considered unless accompanied by a bidder's bond, certified check or cashier's check in a sum equal to five percent (5%) of the full amount of the bid. A bidder's bond must be executed by the bidder as principal and by a surety company authorized to do business in North Dakota as surety. A certified check or a cashier's check must be drawn on the Bank of North Dakota or a federally insured, solvent bank. If, within ten days after notice of an award, the successful bidder should fail to execute a contract with the owner, then the surety will pay unto the owner for the use and benefit of the owner five percent (5%) of the bid or bids on the contract on which there is a default or the certified check or cashier's check of the bidder will be forfeited to the owner.

The Commission will retain the bid bond, cashier's check or certified check of the three (3) lowest bidders until an award is made. In the event that the lowest bidder submits a check, the check may be negotiated and the money retained by the owner until the contract has been awarded and properly executed. All other unsuccessful bidders will have their bid bonds, cashier's checks or certified checks returned immediately. The successful bidder and other low bidders whose bonds or checks are retained will have their bid bonds, certified checks or cashier's checks returned after the Commission has successfully contracted the work.

5. **Payment and Performance Bonds.** The bidder whose bid is accepted shall be required to enter into a written contract with the Commission and to furnish a performance bond, executed by a surety company authorized to do business in North Dakota, in an amount at least equal to one hundred percent (100%) of the total contract amount as security for the faithful performance of the contract and also a payment bond, executed by a surety company authorized to do business in North Dakota, in an amount at least equal to one hundred percent (100%) of the total contract amount as security for the payment of all persons performing labor on the project under the contract and furnishing materials in connection with the contract, including interest under N.D.C.C. § 13-01-14, for bills which are not paid within ninety (90) days. The bond must also provide, under N.D.C.C. § 65-04-10, that the Contractor has made, or will make, prior to the commencement of any work by the Contractor or any subcontractor under the contract, full and true report to Workforce Safety and Insurance of the payroll expenditures for the employees to be engaged in the work, and that the Contractor has paid, or will pay, the premium thereon prior to the commencement of work. Both bonds must be executed on Commission-approved forms. Bonds must be secured from a company which has complied with the law and regulations of the U.S. Treasury Department and is acceptable as a surety or reinsurer of federal bonds under Sections 9304 to 9308 of Title 31 USC and appropriate statutes of the State of North Dakota. A list of qualified companies is published under Treasury Circular 570.
6. **Contract Period.** The contract or contracts issued as a result of this solicitation will be for the period from approximately June 1, 2015 to June 30, 2016.
7. **Estimated Volume.** The volume of this contract is estimated. Estimates are not to be considered as either a minimum or maximum, but rather an estimate based upon past and/or anticipated usage. The Contractor or contractors will be required to furnish actual requirements upon order. This contract will not include items of a similar nature, which must be bought for emergency use.
8. **Indemnification and Insurance Requirements.** Bidders shall review the attached sample contract for indemnification and insurance requirements. The indemnification and insurance provisions are incorporated and made part of this solicitation and the resultant final contract. Objections to any of the provisions of the Indemnification and Insurance Requirements must be made in writing to the attention of the Procurement Officer by the time and date set for receipt of questions. No alteration of these provisions will be permitted without prior written approval from the Purchasing Agency in consultation with the North Dakota Risk Management Division. Upon Notice of Award, the successful Bidder must obtain the required insurance coverage and

provide the Procurement Officer with proof of coverage prior to contract approval. The coverage must be satisfactory to the Purchasing Agency, in consultation with the North Dakota Risk Management Division. A Bidder's failure to provide evidence of insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

9. **Payment Terms.** Payment will normally be made within thirty (30) days after delivery and acceptance of commodities or services under this contract and receipt of a correct invoice. All invoices and payment inquiries must be directed to the Commission's Project Manager. Contractors may request payment any time during the contract period; however, it is expected that payment schedules will coincide with accounts payable processing on the 10th and 25th of each month. Invoices need to be submitted five (5) days prior to processing for review and to ensure timely payment. Invoices will not be considered without signature of the Contractor. The Commission's Project Manager will maintain records of unit quantities and volumes for this project.
10. **Prequalification.** Contractors must be prequalified by the Commission in order to bid on this project. All bidders **MUST** submit a prequalification package regardless of past work history with the State of ND or industry experience. To request prequalification, submit a Contractor Prequalification Package to the PSC. The Contractor Prequalification Package must be received in the office of the North Dakota Public Service Commission no later than **5:00 pm CDT, March 30, 2015**. The Commission will make determinations as to which contractors meet the prequalification standards, and will notify them prior to the mandatory pre-bid, on-site meeting.
11. **Pre-Bid, On-Site Conference.** Two (2) **mandatory** pre-bid, on-site conferences are scheduled for **April 15, 2015**, to afford an opportunity to prospective bidders to receive clarification related to this solicitation. These conferences will be held at:
 - a) **8:30 a.m. CDT** (approximate) at the intersection of 41st Street and ND State Highway 36 near Wilton, Burleigh County, North Dakota (see map on page 50).
 - b) **1:30 p.m. CDT** (approximate) at the Robert and Betty Verkaik farmstead, approximately 1 mile south of Reeder, Adams County, North Dakota (see map on page 47).Prospective bidders **MUST** attend **both** meetings in order to bid. Failure to attend both meetings and complete and submit the Prequalification Package on time will result in bidder disqualification.
12. **Preservation of Markers.** The Contractor shall carefully preserve survey and control stakes and any other markers. In case of their destruction or loss, the Contractor shall be responsible for their replacement and any resulting damage including, but not limited to, any damages arising from mistakes that may be caused by the loss or disturbance of these stakes or markers.
13. **Pricing.** Pricing under this contract shall be as follows:

Firm Fixed. The total bid price is to include all discounts and deductions, and is to be less federal and state taxes, for which exemption certificates will be furnished upon request. Pricing shall be firm for the period of the contract.

14. **Purchasing Cards.** The Purchasing Agency may place orders by issuance of a purchase order or may elect to place an order and make payment using a purchasing card. The Contractor will accept a purchasing card payment without passing the processing fees for the purchase card back to the Purchasing Agency.
15. **Safety Requirements.** The Contractor shall keep informed of and comply with all federal, state, and local laws, regulations, and other legal requirements governing the safety, health, sanitation, and performance of the contract in general. Bidders must review the attached sample contract for safety requirements.
16. **Schedule of Construction.** The successful bidder shall submit an estimated Schedule of Construction to the Commission's Project Manager or his Authorized Representative for approval before issuance of Notice to Proceed. The Schedule of Construction shall indicate the estimated starting and completion dates of the various stages of work as specified by the Commission's Project Manager. In addition, the schedule shall indicate the major items of equipment to be utilized, including but not limited to drilling rig(s) and grout pump(s) and the order in which both drilling and grouting will be conducted. The purpose of this schedule is to assure completion of the work in a timely manner.
17. **Standard Specifications.** Standard Specifications for AML Reclamation Projects (February 2000) outlines requirements and provisions for AML reclamation projects and is available upon request or can be viewed on the Commission's website at www.psc.nd.gov/docs/guidelines/aml/aml-specifications.pdf.
18. **Time of Performance.** Project work must begin within ten (10) days of issuance of Notice to Proceed. The project performance period will be 120 consecutive calendar days. Time of performance shall be approximately from **June 2, 2015 to September 30, 2015**.
19. **Work Week.** The Contractor shall work a standard 5 day work week (Monday-Friday). Work will generally be restricted to daylight hours Monday through Friday, and as a result, any variance of the normal work schedule (Monday-Friday) MUST receive prior written approval from the Commission's Project Manager. Any request for variance to the work schedule must be made in at least 2 days in advance. This notice requirement does not apply to work stoppage caused by adverse weather or equipment breakdowns.
20. **Service Representative.** The Contractor must provide a dedicated service representative to provide support for this contract. The Contractor shall provide the name and contact information for the service provider. During the contract period, the Contractor shall notify the Procurement Officer in the event the Contractor's service representative changes.

NAME OF SERVICE REPRESENTATIVE:	
ADDRESS OF SERVICE REP:	
CITY & STATE & ZIP CODE:	
PHONE NUMBER:	
TOLL FREE NUMBER:	
FAX NUMBER:	
E-MAIL ADDRESS:	

SPECIAL TERMS AND CONDITIONS
Sample Contract

SAMPLE CONTRACT

Administrator:	State of North Dakota Public Service Commission State Capitol - 12th Floor Bismarck, ND 58505-0480 (701) 328-2400	
Date:		
_____	_____	_____
Randy Christmann Commissioner	Julie Fedorchak Chairman	Brian P. Kalk Commissioner

Contractor					
Name					
Address	City/State/Zip	Phone			
Typed Name			Title		
Signature			Date		

Agreement Information	
Contract No.:	_____
Start Date:	_____
End Date:	_____
Program Title:	_____
Type of Contract:	() Fixed Price () Cost Reimb. () Unit Price () Other

Budget Information	
Cost Center:	9000
Services:	_____
Optional on-site review:	_____
Expenses:	_____
ID	
Type of Contractor:	() Individual () Corporation () Partnership () Public Agency () Nonprofit Organization () Other

This contract is entered into between the State of North Dakota acting through the Public Service Commission (State) and XXX (Contractor). This contract consists of this sheet, general provisions and specific provisions.

GENERAL PROVISIONS

CONTRACTUAL FEATURES

LEGAL AUTHORITY

The Contractor assures that it possesses legal authority to participate in this contract.

ASSIGNMENT/SUBCONTRACTING

The Contractor may not assign this contract or any part thereof, or assign any of the monies to be paid hereunder, nor shall any part of the work done or material furnished under this contract be sublet without the State's expressed written consent.

The Contractor may not enter into subcontracts for any of the work contemplated under this contract unless included in the specific provisions of this contract. Any such subcontract must acknowledge the binding nature of the contract and must incorporate this contract, including any attachments. Contractor is solely responsible for the performance of any subcontractor. Contractor shall not have the authority to contract for or incur obligations on behalf of the State.

TERMINATION OF CONTRACT

Termination for Cause

The State, by written notice of default listing causes and reasons, may terminate this contract in whole or in part if (1) the Contractor fails to provide services required by this contract within the time specified or any extension agreed to by the State; or (2) the Contractor fails to perform any of the other conditions or provisions of this contract, or so fails to pursue the work so as to endanger performance of this contract in accordance with its terms. The State will be liable only for payment provisions of this contract for services satisfactorily rendered prior to the effective date of termination.

Significant deviation from performance standards in this contract may result in reduced or terminated financial participation of the Contractor, subsequent to negotiations with the State. The rights and remedies of the State provided in the termination provisions 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.

Termination by Mutual Agreement

This contract may be terminated in whole or in part without cause by mutual consent of the Contractor and the State executed in writing. The parties shall agree upon the termination conditions including effective date and in the case of partial terminations, that portion to be terminated.

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 in the event (1) funding from

federal, state or other sources is not obtained and continued at levels sufficient to allow for work performed or purchases of the services or supplies in the indicated quantities or term; (2) federal or state laws or rules are modified or interpreted in 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; or (3) any license, permit or certificate required by law or rule, or by the terms of this contract, is for any reason denied, revoked, suspended or not renewed.

Any contract that extends beyond the current biennium may be terminated by the State if sufficient funds are unavailable, if the law regarding the contract is changed or without cause at any time.

Termination of this Contract under this subsection is without prejudice to any obligations or liabilities of either party accrued prior to termination.

FORCE MAJUEURE

Contractor will not be held responsible for delay or default caused by fire, riot, acts of God or war if the event is beyond the Contractor's reasonable control and the Contractor gives notice to the State immediately upon occurrence of the event causing the delay or default or which is reasonably expected to cause a delay or default.

RENEWAL

This contract will not automatically renew. If the State intends to renew this contract, the State shall provide written notice to Contractor of its intent to renew this contract before the scheduled termination date.

DISPUTES

The Contractor agrees to attempt to resolve disputes arising from this contract by informal administrative process and negotiations in lieu of litigation. Continued performance by the Contractor during disputes is assured.

Any dispute concerning a question of fact arising under this contract which is not settled by the informal means shall be decided by the authorized representative of the Commission who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor.

The Contractor shall be afforded an opportunity to be heard and to offer evidence in support of an appeal. Pending final decision of a dispute, the Contractor shall proceed diligently with the performance of the contract and in accordance with the decision of the Commission.

The State does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolutions. The parties have the right to enforce their rights and remedies in judicial proceedings. The State does not waive any right to a jury trial.

MERGER AND MODIFICATION

This contract constitutes the entire agreement between the parties, including the Specific Provisions referred to in this Contract. There are no understandings, agreements, or representations, oral or written, not specified within this contract. This contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by both parties.

SEVERABILITY

If any term of this contract is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms shall not be affected, and if possible, the rights and obligations of the parties are to be construed and enforced as if the contract did not contain that term.

NOTICE

All notices or other communications required under this contract shall be given by registered or certified mail and are complete on the date mailed when addressed to the parties at the following addresses:

State:

Darrell Nitschke, Executive Secretary
Public Service Commission
600 E. Boulevard Avenue, Department 408
Bismarck, ND 58505-0480

Contractor:

APPLICABLE LAW AND VENUE

This contract is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this contract must be brought in the District Court of Burleigh County, North Dakota. Each party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or forum non conveniens.

SPOILIATION – NOTICE OF POTENTIAL CLAIMS

Contractor shall promptly notify State of all potential claims that arise or result from this contract. Contractor shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to the State the opportunity to review and inspect the evidence, including the scene of an accident.

INDEMNITY

Contractor agrees to defend, indemnify, and hold harmless the State of North Dakota, its agencies, officers and employees (State), from claims resulting from the performance of the Contractor or its agent, including all costs, expenses and attorneys' fees, which may in any manner result from or arise out of this agreement. 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. Any attorney appointed to represent the State 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. § 54-12-08. Contractor also agrees to defend, indemnify, and hold the State harmless for all costs, expenses and attorneys' fees incurred in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

CONFIDENTIALITY

Contractor agrees not to use or disclose any information it receives from the State under this contract that the State has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this contract or as authorized in advance by the State. The State agrees not to disclose any information it receives from Contractor that the Contractor has previously identified as confidential and which the State determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota open records law, N.D.C.C. § 44-04. The duty of the State and Contractor to maintain confidentiality of information under this section continues beyond the term of this contract, or any extensions or renewals of it.

Contractor understands that, except for disclosures prohibited by law, the State must disclose to the public upon request any records it receives from Contractor. Contractor further understands that any records that are obtained or generated by the Contractor under this contract, except for records that qualify for protection under an exception to the North Dakota open records law, may, under certain circumstances, be open to the public upon request under North Dakota open records law. Contractor agrees to contact the State immediately upon receiving a request for information under the open records law and to comply with the State's instructions on how to respond to the request.

INSURANCE

- a. **Required Coverages.** Contractor shall secure and keep in force during the term of this agreement and Contractor shall require all subcontractors, prior to commencement of an agreement between Contractor and the subcontractor, to 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, including premises or operations, contractual, and products or completed operations coverage (if applicable), with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
- (2) Automobile liability, including Owned (if any), Hired and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
- (3) Workers compensation coverage meeting all statutory requirements. The policy shall provide coverage for all states of operation that apply to the performance of this contract.
- (4) Employer's liability or "stop gap" insurance of not less than \$1,000,000 as an endorsement on the workers compensation or commercial general liability insurance if Contractor is domiciled outside the State of North Dakota.

b. General Insurance Requirements. The insurance coverages listed above must meet the following additional requirements:

- (1) Any deductible or self insured retention amount or similar obligation under the policies shall be the sole responsibility of the Contractor. The amount of any deductible or self-retention is subject to approval by the State.
- (2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the State. The policies shall be in form and terms approved by the State.
- (3) The State will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this agreement shall not be limited by the insurance required in this contract.
- (4) The State of North Dakota and its agencies, officers, and employees (State) shall be endorsed on the commercial general liability policy, including any excess policies (to the extent applicable), as additional insured. The State shall have all the benefits, rights and coverage's of an additional insured under these policies.
- (5) The insurance required in this agreement, through a policy or endorsement, shall include:
 - a. A "Waiver of Subrogation" waiving any right to recovery the insurance company may have against the State;
 - b. A provision that Contractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the State, and that any insurance, self-insurance or self-retention maintained by the State shall be in excess of the Contractor's insurance and shall not contribute with it;
 - c. Cross liability/severability of interest for all policies and endorsements;
 - d. The legal defense provided to the State under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary; and,

- e. 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.
 - (6) The Contractor shall furnish a certificate of insurance and all endorsements to the undersigned State representative prior to commencement of this agreement. All endorsements shall be provided as soon as practicable.
 - (7) Failure to provide insurance as required in this agreement is a material breach of contract entitling the State to terminate this agreement immediately.
 - (8) If Contractor's insurance carrier cannot provide the insurance requirements listed above, Contractor will be required to purchase a project-specific insurance policy on behalf of State including but not limited to an Owner's Protective Liability insurance policy or a Project Management Protective Liability insurance policy with an occurrence limit of not less than \$1,000,000 and an aggregate of \$2,000,000. Said insurance shall be kept in force until the project is accepted by State.
 - (9) The policy and endorsements may not be canceled or modified without thirty (30) days' prior notice to the undersigned State representative.
- c. **Pollution Liability.** Contractor shall provide Contractor's Pollution Liability coverage for Personal Injury, Property Damage and Cleanup Cost arising from pollution conditions caused by the operations of the Contractor for limits of \$1,000,000. Occurrence coverage is preferred but coverage may be provided on a claims-made form that includes a three year tail coverage endorsement. Coverage shall include contractual liability coverage for claims arising out of liability of subcontractors, loading and unloading, unlimited complete operations, and non-owned disposal site coverage (if applicable).

SAFETY REQUIREMENTS

The Contractor shall keep informed of and comply with all federal, state, and local laws, regulations, and other legal requirements governing the safety, health, sanitation, and performance of the contract in general. In addition, the Contractor shall provide, inspect and maintain all safeguards, safety devices, protective equipment, safety programs and other needed actions the Contractor determines necessary to reasonably protect the life, health and property of the Contractor, subcontractors, the State, the public and each of the employees, officers, assigns and agents of the Contractor, subcontractors and the State, in connection with the performance of work resulting from or arising out of the contract.

The Contractor shall have a written safety program to be used as guidelines and direction for the Contractor's and subcontractors' activities. This program must meet all federal, state and local laws, regulations and other legal requirements and include the following minimum provisions: (1) a worksite safety policy and mission statement; (2) assigned responsibilities among management, supervisors and employees; (3) a system for periodic self-inspections, including inspections of job sites, materials, work performance and equipment; (4) a thorough accident and injury reporting and

investigation process; (5) a safety orientation program including first aid, medical attention, emergency facilities, fire protection and prevention, housekeeping, illumination, sanitation, personal protective equipment, and occupational noise exposure; and, (6) a safety training program including safety "tool box" meetings and other systems for ongoing training and also including training for employees on the recognition, avoidance and prevention of unsafe conditions. Upon request by the project manager, a copy of the written safety program must be provided to the Commission.

It will be a condition of the contract, and shall be made a condition of each subcontract entered into pursuant to that contract, that the State is assuming no liability relating to its receipt and review of the Contractor's safety plan or activities. Safety remains the responsibility of the Contractor. Furthermore, the right of the State to receive and review the safety plan or activities shall not give rise to a duty on the part of the State to exercise this right for the benefit of the Contractor or any other person or entity.

ATTORNEY FEES

In the event a lawsuit is instituted by the State to obtain performance due of any kind under this contract, and the State is the prevailing party, Contractor shall, except when prohibited by N.D.C.C. § 28-26-04, pay the State's reasonable attorney fees and costs in connection with the lawsuit.

INDEPENDENT ENTITY

Contractor is an independent entity under this contract and is not a State employee for any purpose, including but not limited to the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the North Dakota Unemployment Compensation Law and the North Dakota Workforce Safety and Insurance Act. The Contractor retains sole and absolute discretion in the manner and means of carrying out the Contractor's activities and responsibilities under this contract, except to the extent specified in the contract.

FISCAL RESPONSIBILITIES

MONITORING, EVALUATION AND AUDIT

The Contractor agrees to cooperate with any monitoring, evaluating and/or audit conducted by the State, or their designees who shall have full access to and the right to examine all books, records and other relevant documents.

The Contractor agrees to take immediate corrective action on deficiencies disclosed through program monitoring of costs disallowed in the course of an audit, review, or monitoring.

NO CLAIM FOR ADDITIONAL WORK

No claim for additional services not specifically herein provided, done, or furnished by the Contractor will be allowed, nor shall the Contractor do any work or furnish any material not covered by the contract, unless such work is ordered in writing by the State.

TIME KEEPING PROCEDURES

The Contractor shall require employees and subcontractors, if applicable, whose positions are funded under this contract or included as match, to maintain adequate documentation for services provided. For positions that are funded from more than one source, an analysis of duties performed by program shall also be prepared.

STATE AUDIT

All records, regardless of physical form, and the accounting practices and procedures of the Contractor relevant to this contract are subject to examination by the North Dakota State Auditor or the Auditor's designee. The Contractor shall maintain and retain all books, records, and other documents required by the State and to produce program narrative and statistical data at times prescribed by the State relevant to this agreement for four years after final payment. Records shall be retained beyond four years if audit findings have not been resolved.

PREPAYMENT

The State will not make any advance payments before performance by the Contractor under this contract. The Contractor will be compensated based on periodic submittal of progress reports.

TAXPAYER ID

The Contractor shall provide the State with its federal employer ID number and North Dakota tax ID number upon executing this contract.

PROGRAM REQUIREMENTS

COMPLIANCE WITH LAWS

Contractor agrees to comply with all applicable laws, rules, regulations and policies, including but not limited to those relating to nondiscrimination, accessibility and civil rights. Contractor agrees to timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including but not limited to sales and use taxes and unemployment compensation and workers' compensation premiums. Contractor shall have and keep current at all times during the term of this contract all licenses, registrations and permits required by law and shall be authorized to do business in the State of North Dakota.

EQUAL OPPORTUNITY

No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with this contract because of race, color, disability, or political affiliation or belief.

The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, national origin, disability, age, sex, political affiliation or belief or citizenship.

NONDISCRIMINATION

This contract and any subcontract hereunder is subject to the Age Discrimination Act of 1975, Section 504 of the Rehabilitation Act, Title VI of the Civil Rights of 1964 and the Americans with Disabilities Act of 1990.

WORK PRODUCT AND WORKS FOR HIRE

All work product, equipment or materials created or purchased under this contract belong to the State and must be delivered to the State at the State's request upon termination of this contract. Contractor agrees that all materials prepared under this contract are "works for hire" within the meaning of copyright laws of the United States and assigns to State all rights and interests Contractor may have in the materials it prepares under this contract, including any right to derivative use of the material. Contractor shall execute all necessary documents to enable State to protect its rights under this section. Contractor shall include provisions appropriate to effectuate the purposes of this condition in all subcontracts entered into relating to this project.

WORK WEEK

The Contractor shall work a standard 5 day work week (Monday – Friday). Work will generally be restricted to daylight hours Monday through Friday, and as a result, any variance of the normal work schedule (Monday – Friday) **MUST** be approved by the Project Manager. Any request for variance to the work schedule must be made at least 2 days in advance. This notice requirement does not apply to work stoppage caused by adverse weather or equipment breakdowns.

BUY AMERICAN ACT

The Contractor agrees to comply with sections 2 through 4 of the Act of March 3, 1933 (41U.S.C. 10a-10c, popularly known as the "Buy American Act".) This applies to all subcontractors and suppliers of the Contractor. The Contractor will include this clause in all agreements and contracts.

TERMS AND CONDITIONS OF INVITATION FOR BID

The terms and conditions of the Invitation for Bid issued for this project not specifically set forth in this contract are incorporated herein by reference.

EFFECTIVENESS OF CONTRACT

This contract is not effective until fully executed by both parties.

SPECIFIC PROVISIONS:

Standard Specifications for AML Reclamation Projects (Feb. 2000).

2015 Scranton/Bowman Phase 3 and Wilton AML Project Invitation for Bid (March 2015).

2015 Scranton/Bowman Phase 3 and Wilton AML Project Pre-Qualification Package.

PART II. SPECIFIC PROVISIONS

Sec. 100	Project Objective
Sec. 200	Scope of Work
Sec. 300	Provisions
Sec. 400	Owner Responsibilities
Sec. 500	Utilization of Disadvantaged Business Enterprises
Sec. 600	Suspension of Work

100. PROJECT OBJECTIVE

The objective of this project is the reclamation of selected portions of abandoned underground lignite mine workings, and associated work items as described in this IFB. Interested bidders must fulfill all aspects of the IFB as presented.

200. SCOPE OF WORK

The proposed scope of work for the 2015 Scranton/Bowman Phase 3 (aka SB3) and Wilton AML Project involves rotary drilling and pressure-grout backfilling to achieve reclamation of abandoned underground mine workings, and the performance of other associated work items as specified. Subsurface reclamation (drilling and pressure-grout backfilling) will be conducted underneath and adjacent to roadways and structures as deemed necessary by the Commission's Project Manager or his authorized representative. All references to the Commission's Project Manager shall also include any representative authorized to make decisions for the Commission's Project Manager.

This project includes four sites at Reeder, Scranton, Bowman and Wilton. Work will begin at the Reeder and Scranton sites before moving to Bowman. Wilton will be the last site for work on this project.

It is expected that the abandoned mine workings at these sites will be predominantly wet or inundated. Varying stages of mine collapse are evident with conditions ranging from partially open voids to heavily rubblized areas. Boreholes that penetrate void/rubble areas will be used to pressure-inject grout to stabilize subsurface formations to reduce the potential for surface subsidence.

The Contractor is advised that portions of the sites are located within areas containing abandoned underground mine workings. Surface subsidence caused by upward void migration of abandoned mine workings has been documented within the general area. The Contractor is required to understand that drilling, grouting, surface restoration and associated work specified in this IFB is inherently dangerous due to the location of the project and the presence of the abandoned mine workings. The Contractor is required to take all necessary precautionary steps to adequately protect their work force, equipment and the general public at all times during project performance.

The Contractor shall provide for all material, equipment, and personnel necessary to perform the specified work. The Contractor must be capable of fulfilling this project within the prescribed performance period following issuance of the Notice to Proceed. The individual designated as the Project Superintendent shall be required to spend a minimum of 60% of his/her time at the project location once it begins and until it is completed.

Standard Specifications for AML Reclamation Projects presented under separate cover are understood to be incorporated into this contract.

300. PROVISIONS

The following special provisions shall apply:

A. MOBILIZATION

1. **Scope of Work** – This item consists of all preparatory work and operations, which will enable the Contractor to start and finish the project. This shall include, but is not limited to, necessary items such as personnel, equipment, supplies, facilities, and other incidentals. Movement of any of these items to and from the project site, any construction or dismantling, and any costs incurred are considered part of this line item.

The Contractor shall furnish, install and maintain ample sanitary facilities for all workers at the project sites. Costs of furnishing, installing and maintaining the sanitary facilities shall be included in the lump sum bid price for mobilization and no additional compensation will be allowed.

The Contractor shall determine the presence of any and all utility facilities within the project areas and have the locations of these facilities appropriately marked prior to beginning work. This includes, but is not limited to, locating private sewer, septic, electric or water systems.

The State of North Dakota has adopted a “One Call” utility locating Hot Line. The phone number is **1-800-795-0555** and the website is www.ndonecall.com.

The Contractor must plan and conduct a minimum of one informational workshop at Bowman. This workshop is intended to provide information and establish agreement and collaboration among interested parties on a framework for successful project completion. All parties who will or may be affected by the project should be invited to the workshops. These should include all project and adjacent land and property owners or residents, the project foreman, subcontractors, material testers, Commission’s Project Manager, and any other appropriate state or local authorities.

The initial workshop, held prior to construction, should:

- 1) include a general discussion of the project and project timetables;
- 2) identify goals, objectives and concerns of all parties;
- 3) establish roles and a communication framework; and
- 4) define a procedure for rapid resolution of disputes to minimize conflict.

Based on information received in the initial meeting, the Contractor will develop an outline that identifies goals and objectives, timetables, and a communication and issue resolution framework. This shall be distributed to all participants.

Additional workshops or meetings may be required as directed by the Commission’s Project Manager.

2. **Method of Measurement** – Mobilization will be measured as a lump sum (L.S.) unit, shall not exceed 10% of the total contract bid, and shall include all equipment, personnel, and materials as needed to perform the work within the time requirements as described above. One mobilization will be for the Reeder/Scranton/Bowman sites. The other mobilization will be for the Wilton site
3. **Basis of Payment** – Payment will be made at the L.S. bid price and shall include full payment for mobilizing (80%) and demobilizing (20%) all equipment, personnel, and materials as required herein. Progressive partial payment of this line item may be allowed at the discretion of the Commission’s Project Manager.

B. DRILLING

1. **Scope of Work** – This item consists of the drilling of approximately 25,000 feet of rotary boring, 5,500 feet of casing and 80 feet of coring. With approval of the Commission’s Project Manager, more than one rotary drilling rig may be used on this project. Estimated distribution will be:

2.

	Reeder	Scranton	Bowman	Wilton
Drilling Feet	0	0	15,000	10,000
Casing Feet	0	0	3,000	2,500
Coring Feet	20	30	20	10

3. **Construction Requirements**

a) **Rotary Drilling**

The Contractor must provide rotary drilling equipment capable of drilling a minimum 4¾ inch diameter hole and shall be of a sufficient size to accommodate the Contractor’s grout injection tube. Most rotary drilling will be conducted along roads and road rights-of-way. Areas near homes and other structures or facilities may also be drilled. The Contractor should be prepared to drill holes up to 150 feet in depth. Average drilling depths are expected to be 40-120 feet.

Rotary drilling along roadway shoulders and near homes may need to be angled. This may be accomplished by using the rig's leveling jacks and bridge planks or by using specialized drilling equipment. No extra payment will be made for any specialized drilling techniques, and bids should be made accordingly.

Air rotary drilling is preferred, but water injection is allowable. Auxiliary air compressor(s) shall be utilized (if necessary) to enhance the removal of drill cuttings. Previous drilling at this site indicates varying amounts of glacial till over-riding bedrock formations. Alternating layers of sand, silt, clay, hard rock ledges, boulders, multiple lignite seams and water-bearing formations are expected.

The Contractor may be required to remove and replace fences and to have overhead utility lines de-energized or moved temporarily if necessary to facilitate drilling. The Contractor shall use plastic sheeting, tarpaulins or plywood sheeting or other methods to keep sensitive areas (i.e. yards), and any other areas as required by the Commission's Project Manager, from being contaminated by drill cuttings. In general, the Contractor must ensure that drilling is conducted with as little disturbance as possible. Drilling in sensitive areas will only be allowed during dry weather when significant rutting or other damage is unlikely. This project includes work near the Bison (TransCanada) natural gas pipeline. A TransCanada memo stating the guidelines for work near the pipeline is included as an attachment to this document on pages 50-51.

There will be no equitable adjustment for bits (including rock bits) and Contractors should prepare their bids accordingly. All drill holes that intercept mined workings (void/rubble) shall be cased with 3" I.D. Schedule 40 PVC pipe. Exploratory void/rubble holes previously drilled are also cased with 3" I.D. Schedule 40 PVC pipe. The Contractor shall make every effort to proceed with the drilling and grouting concurrently.

All drill holes shall be capped or covered using drill hole covers and maintained when work is not occurring on that hole. Access of drilling equipment, grouting equipment and appurtenances to drill hole/injection hole locations shall be included in this bid item. Accessibility shall include, but not be limited to: fence removal and subsequent replacement or repair, surface grading, and snow removal (if required).

Clean-up under this line item shall proceed on a daily basis.

Clean-up includes, but is not limited to, the removal of all drill cuttings and fluids and their proper disposal.

b) Casing

This item shall consist of the casing of void and rubble holes encountered during drilling operations. Drilled holes shall be cased at the discretion and direction of the Commission's Project Manager. Casing to be installed shall be 3" I.D. Schedule 40 PVC pipe. It is estimated that 5,500 feet of casing will be installed during this project.

Casing will generally be placed from 4 inches below ground surface to 5 feet above the top of the mining void, or as otherwise directed by the Commission's Project Manager. An 8-12" diameter hole shall be spudded to one foot below surface and the 3" I.D. casing shall hang suspended on two heavy gauge metal slips provided by the Contractor. Casing shall be installed using PVC cleaning solvent (primer) at all connections, PVC cement on all connections and a minimum of three screws at all connections. Pilot holes shall be drilled prior to

installation of the screws. These screws shall be of a length to penetrate both male and female connections; however, the screws shall not be exposed inside the casing after tightening (to allow for passage of a downhole video camera). The couplings used to make connections shall be deep-socket pressure couplings only.

Installation of the casing shall be immediate upon extraction of the drilling stem. The drilled hole must be sufficiently clean and open, to the extent that the casing will hang suspended in the hole and does not require down force to advance the casing during installation. If the casing pipe does not freely drop through the hole by gravity, the pipe shall be pulled and the hole re-drilled. Each cased hole shall be measured by the Contractor immediately after casing installation and the depth recorded on the drilling form. Drill cuttings may be used for backfilling from the top of casing to surface. For easy identification, pink-top stake chasers provided by the Contractor shall be anchored above the top of the cased hole with a 6" length pole barn nail. Two (2) pink tops shall be required for each cased hole. Pink tops will be anchored in undisturbed ground on opposite sides of the cased hole.

The Contractor must ensure that the casing does not deviate in elevation due to sloughing or settling. Casing caps consisting of a collar and threaded plug shall be installed along with all other materials necessary to suspend the casing in the hole and these accessories will be included in the casing line item bid. Caps must also have the hole number, year drilled and casing length written on both the inside and outside of the cap with permanent marker.

c) Coring

The Contractor shall provide the equipment necessary to core specific intervals of backfill confirmation holes, or as specified by the Commission's Project Manager. It is anticipated that each core will be approximately ten (10) feet in length, depending on mine specific conditions. Generally, backfill confirmation holes will be rotary drilled to the top of the backfill zone.

Coring will be conducted from that point through the bottom of the backfill material or the bottom of the mined workings. A ten (10) foot Christensen core barrel (or equivalent) will be required to extract a continuous core from the backfilled mine workings.

The material to be cored may be variable in consistency; however, backfill material will be composed of cementitious admixtures and Contractor shall be prepared to provide both carbide tip inserts or diamond bits as conditions dictate.

Payment under the coring line item shall be for the cored zone(s) only. Rotary drilling down to the core zone shall be paid as specified under the rotary drilling line item.

The Contractor shall be required to provide a 2 1/8 inch minimum diameter continuous core and extract a minimum recovery of 90% within areas of competent overburden and backfill to receive full pay on this item. Non-continuous cores will be paid as follows:

Length of Longest Continuous Portion Recovered		Percent of Core Recovered	Payment as a Percentage of that shown in the bid
Greater than 5 inches	and	75 – 89%	75%
Greater than 5 inches	and	50 – 74%	50%
Less than 5 inches	and	Greater than 50%	30%
Less than 5 inches	and	Less than 50%	10%

The Contractor is required to provide a sufficient number of cardboard core boxes under this line item. Core samples will become the property of the PSC. It is estimated that 80 feet of coring will be required.

d) Drill Hole Records

All written drill hole records (Commission-supplied forms) must be completed by the Contractor and submitted to the Commission's Project Manager for acceptance within twenty-four (24) hours of completion of the hole. Drill hole logs shall consist of notations opposite the observed depth of change in lithology and character of subsurface conditions. Drilling personnel utilized shall be capable of accurately delineating and recording voids, rubble zones, water-bearing formations, coal seams and the contacts between these zones, as well as overburden lithology. Drill hole records not submitted within twenty-four (24) hours of the time that the drill hole was completed may not be accepted for payment.

e) Drill Hole Backfilling

The Contractor must backfill all drill holes immediately following completion of grouting work or abandonment of hole. Non-void drill holes and core holes shall be backfilled with grout from the bottom of the hole to within one (1) foot of ground surface. With approval of the Commission's Project Manager, dry drill cuttings may be used to backfill non-void drill holes and core holes in dry overburden or mine areas. In wet overburden or mine areas or holes where water is injected, drill holes must be backfilled with grout or medium grade bentonite pellets to at least five (5) feet above the static water level. The Contractor shall measure the static water level of all holes prior to backfilling, and record that depth on the drilling form. A plastic stemming hole plug shall be placed approximately three (3) feet below surface. **All non-void drill holes shall be backfilled the day they are drilled.**

Backfilling from one (1) foot below ground surface to surface must be accomplished using material similar to that which was removed during drilling (topsoil, sod, road gravel, asphalt, concrete, etc.).

All drill hole cuttings shall be cleaned up daily and properly disposed as described under Section **E. Clean-Up** on page 43. The Contractor shall ensure that complete backfilling of all holes is accomplished. Drill holes that plug or bridge during backfilling shall be re-drilled and backfilled at the Contractor's expense. Costs associated with drill hole backfilling shall be included under the line item bids for "Drilling".

4. **Method of Measurement** – All drilled, cased, and cored holes must be measured to the nearest foot drilled, cased or cored, and recorded by the Contractor at each drilling site (on Commission supplied forms) and verified in the field at the end of each working day by the Commission's Project Manager. For each individual hole, measurement must be made from ground surface to the bottom of any void encountered or, in the event a void is not encountered, from the ground surface to the bottom of the hole drilled (generally the bottom of the mined coal seam). Payment will be made for no more than one (1) foot drilled into the underclay (below the bottom of the mined coal seam).
5. **Basis of Payment** – Payment will be made at the contract unit price(s). Such payment shall constitute full payment for all labor, materials, equipment, and any other incidentals required to complete the work, including the clean-up of drill hole cuttings. Payment will be made only for those holes recorded on Commission-supplied forms and signed and accepted by the Commission's Project Manager.

C. GROUT INJECTION

1. **Scope of Work** – This item consists of pressure injection of approximately 7,700 cubic yards of grout into void and rubble zones through appropriate drill holes as specified. Grout yardage dollar value may be moved between sites as determined by the Commission's Project Manager.

	Reeder	Scranton	Bowman	Wilton
Estimated Grout Yards	750	500	2,250	4,200

2. **Construction Requirements** – The Contractor must inject grout in conformance with the Specifications utilizing two (2) inch or three (3) inch diameter injection pipe into mine voids and rubblized zones through existing cased holes as determined by the Commission's Project Manager, and those holes drilled under **Section B. DRILLING**. If the Contractor utilizes PVC casing as the grout injection conduit, a minimum of three (3) feet of steel casing must be used at the head to prevent bursting or breakage at ground surface. The Contractor will determine grout injection pressures. The Contractor should review lithologic drilling logs of injection holes (and adjacent holes) previous to grout injection and determine maximum injection pressures to be used. The Contractor shall

be liable for any damages (surface or sub-surface) that may arise from, or during grout injection processes.

The Contractor must ensure that the grout can be delivered to the grout pump within 90 minutes of batching. The Contractor shall maintain the grout mix temperature between 50 and 90 degrees Fahrenheit at all times.

The Contractor may be required to flush injection holes with water prior to grout injection. One method is using a water truck, a pump with a minimum discharge of 100 GPM and necessary fittings to adapt the water hose to the threaded fitting of the PVC casing. Flushing will be considered incidental to grout injection and will not entail extra payment.

The Contractor must submit, upon request, a plan defining the method of grout supply. Portable batching equipment is acceptable providing the Contractor can demonstrate flexibility in alternating mix designs and slump on an as-needed basis and the operation of this equipment will not adversely impact traffic flow or public safety. Any portable plant must comply with OSHA and North Dakota State requirements for emission control. If excessive dust emissions occur, the Commission's Project Manager may require compliance testing.

The mixing and pumping equipment shall provide for continuous measurement of the following:

1. Grout pressure at the wellhead.
2. Flow rates of all on-site proportioned fluids.
3. Pumping rate of grout.
4. Cumulative volume of grout pumped.

When continuous volumetric or gravimetric batching of grout is performed on-site, grout mix component dispensing rates shall also be continuously measurable and cumulative volumes measured.

The Contractor may be required to pressure calibrate for all line losses, including fittings, injection lines, down-hole tools and in-line monitoring devices. All gauges and equipment utilized for measuring flow rates shall be calibrated using the full range of slumps of the grout mixes. Calibration shall be done off-site prior to moving the equipment on-site. After the initial calibration, all equipment shall be re-calibrated if mixes are changed. All equipment, appurtenances and personnel for calibration shall be incidental to the unit bid price.

Grout pumping equipment must be specifically designed for pressure injection of grout and have the capability to inject grout under controlled pressures and flow rates. The Contractor shall demonstrate the grout pumping capability of the pump prior to approval by the Commission's Project Manager.

The grout pump shall meet the following criteria for the type of grout pumped:

1. The grout pump utilized shall have the capability to regulate the pumping rate in increments of one (1) cubic yard per hour over the full flow rate range.
2. The grout pump shall have the capability of pumping rates from 0 to 45 cubic yards per hour.

Grout pressure must be measured by means of a liquid-filled diaphragm in-line gauge. This shall always be accessible for measurement by the Commission's Project Manager and Contractors during the grouting operation. Grout injection will not be allowed unless the gauge is properly installed and operating.

The grout shall consist of:

1. Portland Cement: 100 pounds per cubic yard.
2. Flyash: 600 pounds per cubic yard.
3. Aggregate: as required to achieve a yield of 27 cubic feet per cubic yard.
4. Superplasticizer: (High Range Water Reducer) 70 ounces per cubic yard.
5. Water: as required to achieve the specified slump range. Slumps will be measured at least five minutes after superplasticizer has been mixed into the grout.

The mix design of the grout shall follow the design listed above unless an alternative mix design is approved in writing by the North Dakota Department of Health and the Public Service Commission.

The grout is required to achieve a minimum 150 pounds per square inch (psi) unconfined compressive strength at 28 days in conformance with the latest ASTM Standards for 100% humidity curing.

Portland Cement shall be either Type I or Type II in accordance with the latest ASTM Standard. Cement to be used on this project shall be the same type and brand throughout the life of the project. Any material changes will require approval by the Commission's Project Manager.

Flyash preferred by the ND Department of Health for use on this project is available at the Great River Energy Coal Creek Station, Underwood, North Dakota. Flyash from the Basin Electric Power Cooperative Antelope Valley Station, Beulah, North Dakota, and Leland Olds Station, Stanton, North Dakota, are acceptable alternatives.

Aggregate used for this project must be taken only from pits which have a NDDOT Material Source Certificate of Approval. The Contractor shall provide a copy of the NDDOT Material Source Certificate of Approval to the Commission's Project Manager **prior** to the start of the project. Aggregate shall be natural sand and consist of hard, strong, durable particles free from deleterious material. There shall be no more than 1%

of coal, lightweight lumps or clay lumps by weight. When aggregate is subject to five cycles of the sodium sulfate soundness test, the total corrected weight shall not exceed 10% by weight.

Aggregate subjected to the colorimetric test for organic impurities and producing a color darker than the standard shall be rejected unless they pass the mortar test. When subjected to the test for mortar making properties, the aggregate shall develop a compressive strength at seven (7) days when using Type II Portland Cement of not less than 95% of the strength developed by a mortar prepared with the same cement and in accordance with AASHTO T-71.

Aggregate shall meet the following gradation requirements:

Passing

3/8" mesh sieve	100%
No. 4 mesh sieve	90%
No. 30 mesh sieve	40-80%
No. 200 mesh sieve	5-25%

Test Methods: The following test methods may be used to evaluate the quality of aggregate:

Particle Size Analysis	AASHTO T 88
Plasticity Index	AASHTO T 89, 90
Soundness (Sodium Sulfate)	AASHTO T 104
Organic Impurities	AASHTO T 113
Coal and Light Particles	AASHTO T 113
Clay Lumps	AASHTO T 112

The Commission's Project Manager may investigate the Contractor's aggregate source and determine which tests should be run. The Contractor shall pay for all such testing required to obtain approval of an aggregate source.

Water utilized on this project for grout make-up shall be municipally treated potable water or an alternate source if chemically tested and approved. It is estimated that approximately 400,000 gallons of water will be required.

Superplasticizer (High Range Water Reducer) shall conform to ASTM C-494 Type F. Superplasticizer shall be applied in conformance with the manufacturer's specifications. Generally, all grout components shall be batched and the cement thoroughly wetted, grout shall be reversed to the discharge end of the drum, superplasticizer injected into the grout and agitated at mixing speed for 5 minutes before discharge unless otherwise approved by the Commission's Project Manager.

Superplasticizer to be used by the Contractor must receive expressed written approval for use by the ND Department of Health prior to injection of grout.

Commission's contractors have utilized *Conchem SPL, Eucon 37, Melchem and Rheobuild 200B* Superplasticizer in grout formulation testing and projects and have already received ND Department of Health approval for their use. This does not constitute a product endorsement, but rather indicates that products of equivalent chemical composition and physical performance will likely be given approval.

The Contractor shall develop a grouting sequence and submit the plan in writing to the Commission's Project Manager for approval. The Commission's Project Manager reserves the right to direct the location and sequence of drilling and grouting or to change the plan submitted by the Contractor.

Grout injection shall be conducted from the top of the mining void or rubble zone. A bottom-up tremmie method may be required in wet-mine areas or as determined by the Commission's Project Manager. If bottom-up tremmie grouting is the required method of grout injection into rubblized zones and voids, grout shall be injected into the subsurface rubble or voids in a sequence beginning at the bottom of the void and progressing upward in two (2) foot increments. This may be varied depending upon mine specific conditions encountered. The Commission's Project Manager will make this determination. If deemed necessary, formation or casing packers or an acceptable alternative may be required at the Contractor's expense.

Until grout injection is satisfactorily completed, the Contractor shall ensure hole accessibility. Should the Contractor elect to remove and clean his equipment at any point during the grouting operation, it will be done at the expense of the Contractor. The Contractor must assure re-access in the event he elects to remove his equipment before a hole is completely grouted.

Grouting clean-up shall progress following each day's construction activities as described in Section **E. Clean-Up** on page 43.

All information regarding the grouting operations shall be recorded by the Contractor and submitted to the Commission's Project Manager.

This record shall include, but not necessarily be limited to, the following:

1. Drill hole/injection hole location, number and depth.
2. Depth of the injection pipe.
3. Length of temporary casing (if used).
4. Grouting pressures and variations.
5. Grout mixes and variations thereof.
6. Total grout quantities placed per day.
7. Cumulative totals placed to date.
8. Methods of application.

The Contractor will provide these records on a daily basis to the Commission's Project Manager. A form for recording this data is provided as an attachment.

Minimum performance criteria for grout:

Compressive Strength	150 psi
Slump variation	1-11 inches

Compressive strength must be achieved within twenty eight (28) days.

Slump must be adjustable on-site over the range stipulated in one (1) inch increments by the introduction of thickening or thinning agents. Water may be used as a thinning agent. Variations of \pm one (1) inch from the ordered slumps are acceptable. Material slumps under or over stipulated allowances must be field-corrected or will be rejected.

Additional grout material performance criteria: A line loss test may be required to demonstrate flowability properties of the Contractor's grout material utilizing a 10½" slump grout that shall be capable of being pumped through 90 feet of 2" injection pipe at a continuous rate of 250 psi without noticeable separation or sand-locking. Pressures are to be gauged and read at the pump head and outlet.

If the Contractor's grout mix fails the line loss test, a different aggregate source (of different material gradation) shall be required at the Contractor's expense.

The Contractor shall ensure the pumpability of all mixes at the stipulated flow rates and meet the grout performance characteristics as stipulated above.

If the mix design or admixtures change from the approved mix, the Contractor shall be required to obtain PSC and ND Department of Health approval prior to injection and run additional line loss tests for compliance with the above performance specifications.

A cubic yard of grout shall be defined as the sum of the absolute volumes of the aggregate, water, cementing agents, all admixtures and air. The absolute volume (yield) is computed from material weight and specific gravity. The absolute volumes must equal 27 cubic feet. Yield calculations shall conform to ASTM C-138 or AVI 211.1. Water added on-site will not be included in grout yield calculations.

The Contractor will be required to use a laser level and provide skilled personnel to monitor ground movement continuously during pumping operations near all roads and structures. The laser level(s), and a minimum of two (2) sensors, shall be capable of detecting ground movement of 0.05 feet at 100 feet. The Contractor will be

liable for repair or restoration of anything damaged by grouting activities. This may include repairs or replacement of roads, foundations, structures, driveways, yards or anything else damaged by grouting activities. Any damages resulting from grouting activities must be promptly reported to the Commission's Project Manager and the property owner or controller.

This project includes work near the Bison (TransCanada) natural gas pipeline. Guidelines for monitoring the pipeline are given in the attached memo from TransCanada on pages 50-51.

3. **Method of Measurement** – Volumes of grout shall be measured by U.S. Standard Volumes. The volume or yield of grout shall be based upon the relationships between weight, specific gravity and volume discussed in item 2 of this section under the heading **Additional grout material performance criteria** and determined in accordance with ASTM C138. A cubic yard of grout shall be measured based on the components batched at the plant. No volume increase will be granted for water added on-site.

Certified tickets specifying the volume of grout delivered and the weight of the specific materials in a given batch shall be provided to the Commission's Project Manager by the mix plant supervisor. If the grout is batched on-site, the batch plant shall be certified to National Ready Mixed Concrete Association requirements.

4. **Basis of Payment** – Payment for grout injection shall include all equipment, supervision, labor, material, supplies, maintenance and other items necessary to perform the requirements included in the IFB Specifications, including all engineering calculations and tests provided by the Contractor.

Payment for grout will be based on the number of cubic yards injected in accordance with the Project Specifications and supported by certified tickets.

In addition, payment for grout will be based on the results of the laboratory tests performed on the test cylinders of this item of work as follows:

<u>Test Results Based on 28 Day Compressive Strength</u>	<u>Payment as Percentage of that shown in the bid</u>
100% of Design (\geq 150 psi).....	100%
90% of Design (135-149 psi).....	90%
80% of Design (120-134 psi).....	80%
less than 80% (\leq 120 psi).....	0%

The unit cost paid will equal the proration of the tested sample to the design strength. No payment will be made for grout that attains less than 80% of the design strength. Invoice for payment will not be accepted prior to receipt of compressive strength results from the testing laboratory.

The Contractor shall assume all costs relating to the loss of any tools or equipment. Moving equipment onto and off of each hole site, setup and takedown are considered incidental to this item of work and such costs are to be included in the unit price of the bid items.

D. TRAFFIC CONTROL

1. **Construction Requirements** – The Contractor must understand that drilling and grouting operations will be conducted in residential areas and on or near highways. Traffic is to be allowed to proceed safely at all times. Reclamation work may require traffic to be slowed down to a safe speed and diverted from two-lane to one-lane away from ongoing work on the respective shoulder. "Safe speed" shall be defined as a speed in which the Contractor is able to stop oncoming traffic immediately if surface jacking of the roadway occurs. In the event that surface jacking does occur, the Contractor may be required to divert traffic onto the opposite lane of travel or provide an acceptable detour. Both provisions shall consist of emplacing and maintaining any necessary barricades, lights, signs, signals, flagpersons and other traffic control devices as required for the protection of the general public and project workers. "Trucks Entering" or other appropriate signs must be used at any points where grout trucks or other equipment access public roads. Traffic control devices shall be setup during working hours and taken down after working hours.

The Contractor is required to submit, upon request, to the Commission's Project Manager a detailed, quick response "Plan-of-Action" in the event sudden surface jacking occurs during pressure-grouting operations. The Contractor's work force (including subcontractors) shall be instructed by the Contractor of their duties and responsibilities of problem abatement and traffic control in preparation of an emergency situation.

All barricades, warning signs, lights, temporary signals and other protective devices must conform to the latest edition of the Uniform Traffic Control Devices for Streets and Highways, published by the U.S. Department of Transportation.

2. **Method of Measurement** – Traffic Control will be measured as a lump sum (L.S.) unit, shall not exceed 10% of the total contract bid, and shall include all equipment, personnel and materials as needed to perform the work as described herein.
3. **Basis of Payment** – Payment will be made at the L.S. unit bid price and shall include full payment for all equipment, personnel, and materials as specified.

E. CLEAN-UP

1. **Scope of Work** – This item consists of the clean-up of the project site and any off-site area such as batch operation areas and parking or equipment

storage areas which may be used and of the restoration of all damaged or destroyed real property including, but not limited to: utilities, structures, yards, fences, roads, approaches, haulage ways, access points, crops and ditches.

2. **Construction Requirements** – Fences that must be replaced or repaired shall be of a like workmanship, subject to approval by the Commission's Project Manager. All utility, survey and control staking must be removed from the site within three (3) days of verbal notice from the Commission's Project Manager. Restoration may include, but will not be limited to: recontouring or shaping, reseeding, regraveling, resurfacing and repair of roads, driveways and structures, as needed to achieve pre-construction conditions. All trash must be disposed in an approved landfill. Items which fall under the North Dakota Department of Health Guideline 38 – *Beneficial Use of Inert Waste* may be used as fill material in a sinkhole determined by the Commission's Project Manager. If used as fill material in a sinkhole, minimum of 2 feet of compacted soil plus 6 inches of top soil or other suitable plant growth material must cover the disposed materials. The site must be graded to match the surrounding slope and drainage and seeded with Commission approved seed. Absent an acceptable sinkhole, these materials must be disposed in an approved landfill.
3. **Method of Measurement** – Clean-up will be measured as a lump sum (L.S.) unit as shown on the bid schedule.
4. **Basis of Payment** – Payment will be made at the lump sum unit price. Such payment shall constitute full payment for all labor, materials, equipment, and any other incidentals required to complete work. All clean-up and restoration must be approved by the Commission's Project Manager prior to any payment. Full payment shall be made at completion of the project and upon fulfillment of this item. All bidding contractors shall be required to submit a minimum bid amount of **\$15,000** under the clean-up line item.

F. FORCE ACCOUNT

1. **Scope of Work** – The scope of work performed under this item shall consist of the provision of labor, equipment and material to undertake additional work that is not covered by specific bid items. For any force account work performed by a subcontractor, the Contractor will receive an additional allowance for administrative and overhead expense. The additional allowance will be a percentage of the total force account invoice equal to ten percent of the first \$5,000 plus three percent of the balance in excess of \$5,000. The Commission's Project Manager reserves the right to procure force account services by the subcontractor of his choice. Examples of work the Commission's Project Manager may procure under the Force Account may include sinkhole filling and ground water monitoring.

2. **Method of Measurement** – Measurement must be based on material quantities, equipment hours or other methods as determined by the Commission's Project Manager and agreed to by the Contractor. For subcontractor force account work, measurement shall be based on material quantities, equipment hours or other methods as determined by the Commission's Project Manager and agreed to by the subcontractor.
3. **Method of Payment** – Payment will be made based on the above-described method(s) of measurement. All bidding contractors shall be required to submit a bid amount of **\$25,000** under the force account line item.

400. OWNER RESPONSIBILITIES

A. Right-of-Entry

The Public Service Commission will be responsible for providing all necessary Right-of-Entry documentation to the Contractor upon request. If requested, the Commission's Project Manager will inform the Contractor of the Right-of-Entry status to allow completion of detailed work schedules.

B. Material Testing

The Public Service Commission will contract with a Certified Engineering Laboratory for the collection and performance testing of approximately 462 grout material cylinders. Materials to be injected shall conform to the physical, chemical, and or gradation characteristics as stated in this IFB. It is estimated that three (3) material samples will be collected for each 50 cubic yards of grout injected.

The material samples will be broken at the appropriate time(s) in a Certified Testing Laboratory under the supervision of a Registered Professional Engineer and in accordance with ASTM C39-86 specifications to ascertain the actual strength of the injected grout. The results of these tests will be used in determining payment as specified in the Measurement and Payment provisions for Grout Injection.

Slump tests in conformance with ASTM C143-78 will be ongoing throughout the project performance period. The material testing Contractor will also provide to the Commission's Project Manager daily aggregate moisture content, grout temperatures, grout yields, batch plant inspection services and provide certification to the Commission's Project Manager of the actual quantities and quality of aggregates and admixtures in the grout material.

The Contractor shall cooperate with the material testing contractor. The Contractor shall:

1. Provide the material testing contractor a minimum of three (3) days' notice prior to the start date of grout injection operations.
2. Notify the materials testing contractor as soon as possible if daily grout pumping operations will be delayed or canceled. At least 12 hours of advance notice must be given to the material testing contractor if no work is planned for the following regularly scheduled work day. If no notice is given, the contractor shall reimburse the material testing contractor for 4 hours of work at the material testing contractor's contracted hourly rate as outlined in the 2015 Scranton/Bowman Phase 3 and Wilton AML Project Material Testing contract. This notice requirement does not apply to work stoppage caused by adverse weather or equipment breakdowns.
3. Notify the material testing contractor of any changes to the grout formulation or grouting procedures.
4. Provide the material testing contractor copies of bills of lading and mill certification reports for each load of cement, flyash and all admixtures delivered for use on the project.
5. Provide safe conditions for collecting grout samples by the material testing contractor in accordance with ASTM C172 Standard Practice of Sampling Freshly Mixed Concrete.

500. UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES

The current DBE information can be accessed on the NDDOT website, www.dot.nd.gov/.

600. SUSPENSION OF WORK

If any problems arise and/or persist, the Commission's Project Manager shall have the authority to suspend any ongoing item of work, as deemed necessary, until appropriate remedial action is taken in accordance with Section 105.3 of Standard Specifications for AML Reclamation Projects (February 2000).

PART III.
ATTACHMENTS

Project Location Maps

Drilling/Coring Form

Grout Injection Form

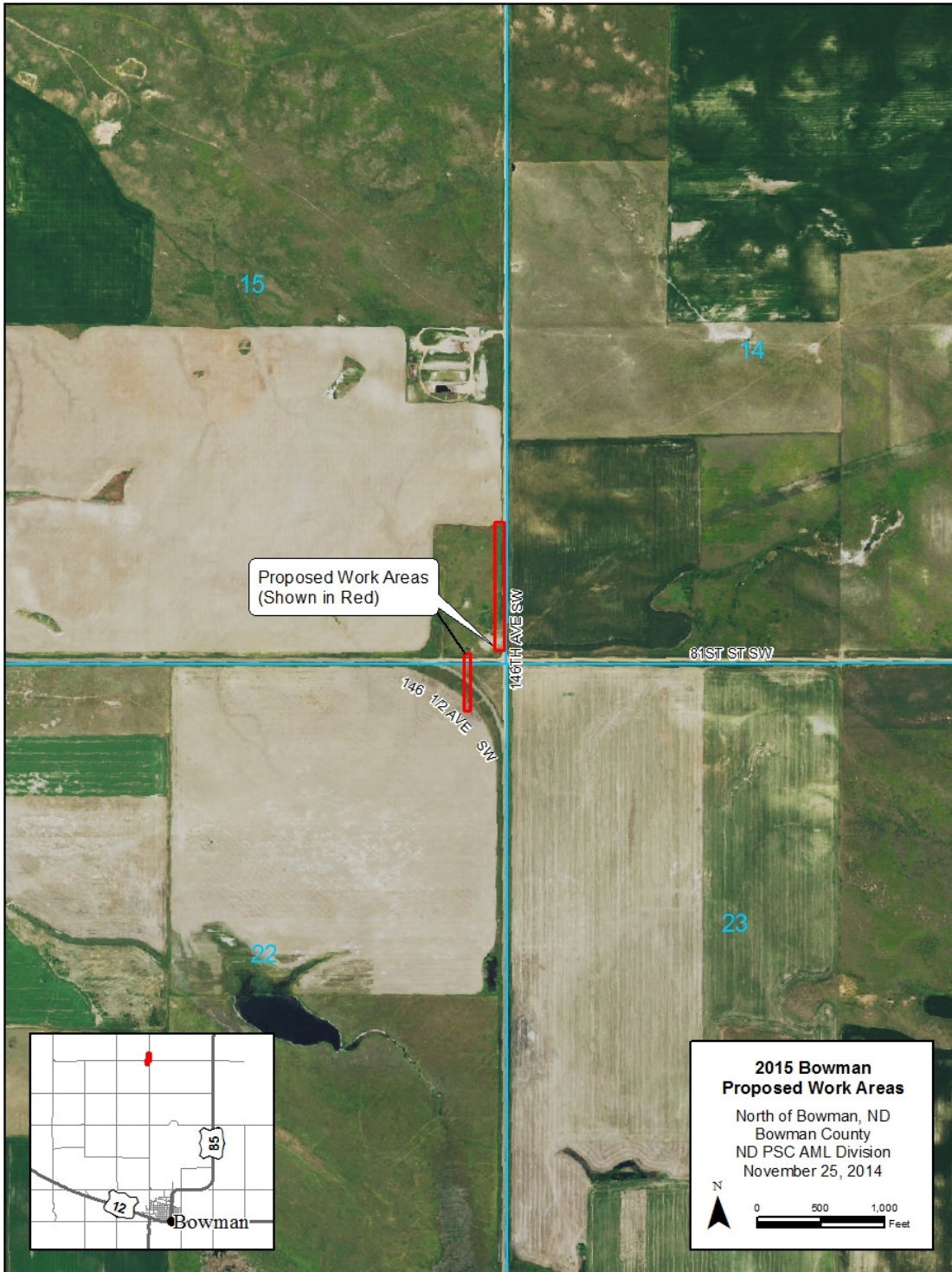
2015 Scranton/Bowman Phase 3 and Wilton Proposed Sites General Overview Map of Site Location near Reeder, ND



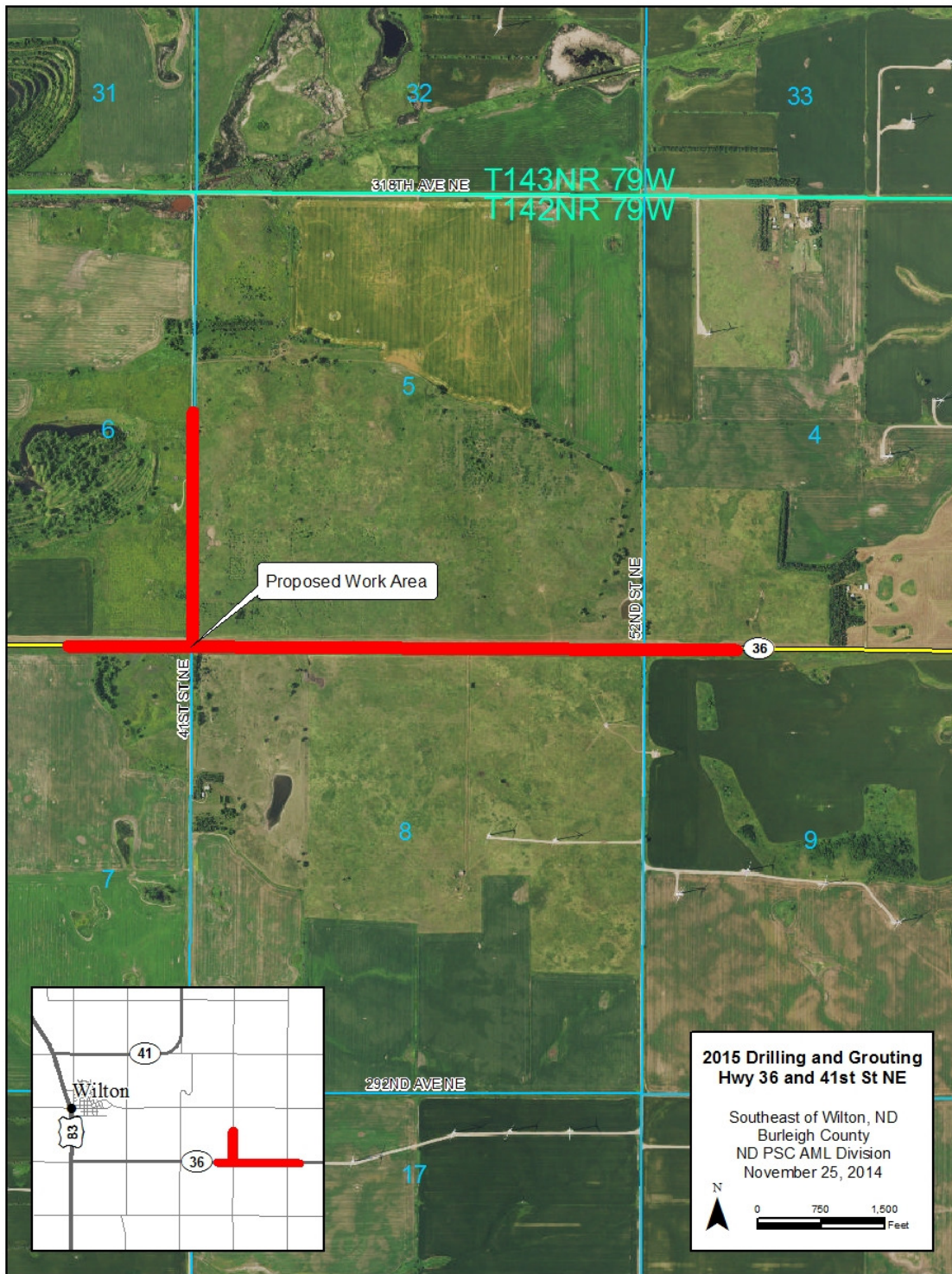
2015 Scranton/Bowman Phase 3 and Wilton Proposed Sites General Overview Map of Site Location near Scranton, ND



2015 Scranton/Bowman Phase 3 and Wilton Proposed Sites General Overview Map of Site Location near Bowman, ND



2015 Scranton/Bowman Phase 3 and Wilton Proposed Sites General Overview Map of Site Location near Wilton, ND



**North Dakota Public Service Commission
Abandoned Mine Lands Division
2015 Scranton/Bowman Phase 3 and Wilton AML Project**

Reeder Scranton Bowman Wilton

Date: _____

Drill Hole # _____ Total Depth: _____ Total Cased: _____

Type of Hole: Vertical _____ Backfilling: Cuttings _____
 Angle _____ Bentonite _____ bags
 Core _____ Grout _____

Static Water Level (BGS): _____ Measured Depth after Casing Installation: _____

Location: Section: _____ TWSP: _____ RG: _____ County: _____

GPS Coordinates: _____

Depth Interval		Description
From	To	

Contractor's Signature



January 22, 2015

The application to work within the vicinity of an existing TransCanada pipeline submitted by North Dakota Public Service Commission has been reviewed. North Dakota Public Service Commission plans to stabilize the existing underground Halleck Mine in Bowman County, North Dakota. The stabilization method is to drill vertically into the mine workings with bore holes spaced 10 feet apart. When a void or rubble is encountered, the hole is cased with pvc pipe. A cementitious grout is then pumped into the hole.

Work within the TransCanada right-of-way will be performed in accordance with TransCanada procedures to protect the safety of TransCanada facilities. The following guidelines, although not inclusive, are provided in order to accommodate your request and protect our pipelines and facilities:

1. No ground disturbance shall be made within TransCanada' right of way or within 25 ft., measured at right angles, of our pipeline(s) except in the presence of our company representative.
2. Notice of at least seventy-two (72) hours in advance of construction must be provided. North Dakota Public Service Commission must contact the following TransCanada field representatives:

Name: David A. Michael | Cell: 701.204.8270

TransCanada will arrange for a representative to be on site when work is occurring on or near the Right of Way area, or within 25' of the pipelines. After hours call 1-800-447-8066.

3. North Dakota Public Service Commission, or its contractor must hydro-vac or hand dig to daylight the TransCanada' buried pipeline prior to use of mechanical equipment within 15ft. of the pipeline. A minimum of 2 daylight locations will be required to verify the exact pipeline location.
4. The vertically drill holes must be a minimum of 2 feet clear from the edge of the existing pipeline as determined by daylighting the pipe close to the drilled hole.
5. A marker rod shall be placed at each daylighted location. Survey shots of the top of the pipe elevation shall be taken and recorded at the daylighted locations. When the grouting operation is taking place, monitor the elevations of the top of pipe to determine

if stress is being placed on the pipe. The grouting operation shall be stopped if the pipe movement exceeds 0.05 feet.

6. In the event of equipment crossings outside of existing road right of way or wherever our technician determines that inadequate cover exists, the contractor shall install and maintain temporary crossings of TransCanada' pipeline(s) at location(s) specified by TransCanada and that are/is perpendicular to TransCanada' pipeline(s). A minimum of five (5) feet of total cover over TransCanada' pipeline(s) is required. If fill is required to obtain the minimum cover, a suitable material (preferably a bank run gravel material, or a combination of wooden mats and bank run gravel, or a TransCanada approved "Portable Land Bridge") will be placed on the existing surface of the ground over the pipeline(s) from a point fifteen (15) feet ahead of the pipeline crossing to a point fifteen (15) feet beyond the pipeline crossing. The crossing area should be a minimum of twenty (20) feet wide so as to adequately bear the crossing weights of the heavy equipment. All vehicular traffic will cross TransCanada' pipeline(s) at these designated locations only.

7. The applicable state one-call system must be contacted at 811 in accordance with its advance notification requirements prior to any ground disturbance.

Respectfully Submitted,



Lawrence Jaskowiec, P.E.
Senior Engineer
Pipeline Integrity
TransCanada US Pipelines
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Lawrence_Jaskowiec@TransCanada.com

PART IV.
BID FORMS

- 1. Bid Bond**
- 2. Minority and Women-Owned Business Enterprise and
Labor Surplus Area Concern Certifications**
- 3. Bid Forms**



BID BOND
PUBLIC SERVICE COMMISSION
ABANDONED MINE LANDS DIVISION
SFN 13657 (Rev. 12-99)

Principal
Surety
Penal Sum

KNOW ALL MEN BY THESE PRESENTS, that the above named Principal and Surety, are hereby held and firmly bound unto the North Dakota Public Service Commission on behalf of the State of North Dakota as OWNER in the penal sum stated above for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____ 20 ____.

The Condition of the above obligation is such that whereas the Principal has submitted to the North Dakota Public Service Commission a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the _____

NOW, THEREFORE,

- a. If said BID shall be rejected, or
- b. If said BID shall be accepted and the Principal shall execute and deliver a contract (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and Surety have subscribed their name and affix their seals, the day and year first set forth above.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in North Dakota.

SFN 13657 (Rev. 12-99)

Witness as to Principal:	
	(Principal: Individual, Partnership, or Corporation) (SEAL)
BY	(Partner or President)
BY	(Partner or Secretary)
	(Surety) (SEAL)
BY	

Countersigned by:

North Dakota Resident Agent	P.O./Address
-----------------------------	--------------

SFN 13657 (Rev. 12-99)

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

STATE OF _____)
County of _____)ss
_____)

On this _____ day of _____ 20 _____, before me personally comes _____,
known to me to be the person who is described in and who executed the foregoing instrument and acknowledges to me that he/she executed the
same.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

STATE OF _____)
County of _____)ss
_____)

On this _____ day of _____ 20 _____, before me personally comes _____,
a member of the co-partnership of _____ known to me to be the person who is described in and who
executed the foregoing instrument and acknowledges to me that he/she executed the same as and for the act and deed of the said co-partnership.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

STATE OF _____)
County of _____)ss
_____)

On this _____ day of _____ 20 _____, before me personally comes _____,
to me known, who, being by me duly sworn, deposes and says that he/she resides in the City of _____
that he/she is the _____ of the _____
_____, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of
the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors
of said corporation, and that he/she signed his/her name thereto by like order.

Notary Public

ACKNOWLEDGMENT OF SURETY

STATE OF _____)
County of _____)ss
_____)

On this _____ day of _____ 20 _____, before me personally comes _____,
Attorney-in-Fact of _____ with whom I am personally acquainted, and who, being by
me duly sworn, says that he/she resides in _____ that he/she is the Attorney-in-Fact
of _____, the Company described in and which executed the
foregoing instrument; that he/she know(s) the corporate seal of such Company; and that the seal affixed to the foregoing instrument is such
corporate seal and that it was affixed by the order of the Board of Directors of said Company, and that he/she signed said instrument as
Attorney-in-Fact of the said Company by like order.

Notary Public



**UTILIZATION OF MINORITY OR WOMEN-OWNED BUSINESS ENTERPRISES AND
LABOR SURPLUS AREA CONCERNS**
PUBLIC SERVICE COMMISSION
ABANDONED MINE LANDS DIVISION
SFN 16755 (Rev. 12-99)

The requirements of this Special Provision will govern over any other contract provisions which may be in conflict or contrary thereto:

1. The Contractor agrees to use its best efforts to utilize minority or women-owned business enterprises (M/WBE) in the award of its subcontracts and in procuring supplies and materials to the fullest extent consistent with the efficient performance of its contract. As used in this contract, the term "minority or women-owned business enterprise" means a business, at least 51 percent of which is beneficially-owned and controlled by minority groups or women or, in the case of publicly-owned businesses, at least 51 percent of the voting interest and 51 percent of the beneficial ownership interests are held by minority groups or women. For the purpose of this definition, minority means a person who is Black, Hispanic, Asian American, American Indian, or Alaskan Native. Attached to this IFB is a list of M/WBE Contractors and Suppliers certified in North Dakota as a reference source for bidders. Bidders are in no way limited to this M/WBE list for subcontracting opportunities to M/WBE Contractors.
2. The Contractor agrees to establish and conduct an affirmative action program to ensure that minority or women-owned business enterprises will have an equitable opportunity to compete for subcontracts and furnishing of supplies. In this regard, the contracts shall:
 - a. Designate a liaison officer who will administer the Contractor's M/WBE Program.
 - b. Give adequate and timely consideration to the capabilities of known minority or women-owned business enterprises.
 - c. Ensure that known minority or women-owned business enterprises will have equal opportunity to compete for subcontracts, particularly by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules.
 - d. Maintain records showing (1) procedures which have been adopted to comply with the policies set forth in this clause, including the establishment of a source list of minority or women-owned business enterprises, (2) awards to minority or women-owned business enterprises on the source list, and (3) specific efforts to identify and award subcontracts to minority or women-owned business enterprises.
 - e. Include this special provision "UTILIZATION OF MINORITY OR WOMEN-OWNED BUSINESS ENTERPRISES" with certifications in all subcontracts.
 - f. Cooperate with the State in any studies and surveys of the Contractors' minority or women-owned business enterprises procedures and practices that the State may conduct from time to time.
 - g. Submit periodic reports with respect to the records referred to in subparagraph (d) above, in such form and manner and at such times (not more often than quarterly) as the State may prescribe.
3. The Contractor agrees to use its best efforts to utilize labor surplus area firms in the award of subcontracts. The term "labor surplus area" means a geographical area identified by the Department of Labor as an area of concentrated unemployment or underemployment or an area of labor surplus. The term "labor surplus area" means a concern that, together with its first-tier subcontractor, will perform substantially in labor surplus areas. The term "perform substantially in labor surplus area" means that the costs incurred on account of manufacturing, production, or appropriate services in labor surplus areas exceed 50 percent of the contract price. Attached to this IFB is a list of labor surplus area counties in North Dakota as a reference source for bidders.

The Contractor agrees to establish and conduct a program which will encourage labor surplus area firms to compete for subcontracts within their capabilities. In this connection, the Contractor shall:

- a. Designate a liaison officer who will (1) maintain liaison with duly authorized representatives of the government on labor surplus area matters, (2) supervise compliance with the "Utilization of Labor Surplus Area Concerns" clause, and (3) administer the contractor's Labor Surplus Area Subcontracting Program;
- b. Provide adequate and timely consideration of the potentialities of labor surplus area concerns in all "make-or-buy" decisions;
- c. Assure that labor surplus area concerns will have an equitable opportunity to compete for subcontracts, particularly by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation of labor surplus area concern;
- d. Maintain records showing procedures which have been adopted to comply with the policies set forth in this clause; and
- e. Include the "Utilization of Labor Surplus Area Concerns" clause in subcontracts which offer substantial labor surplus area subcontracting opportunities.

Included in Parts 4, 5, and 6 - "BID FORMS" of this IFB are one M/WBE Subcontractor Certification, one M/WBE Supplier Certification, and one Labor Surplus Area Certification which must be completed by the bidder and returned with the bid package.

FAILURE TO COMPLETE AND RETURN THESE FORMS SHALL RESULT IN BIDDER DISQUALIFICATION.

4. M/WBE SUBCONTRACTOR CERTIFICATION (See Section 600 of Part III - Special Provisions)

TO BE ELIGIBLE FOR AWARD OF THIS CONTRACT, THE BIDDERS MUST EXECUTE ONE OF THE FOLLOWING CERTIFICATIONS:

Name of Company

NEGATIVE CERTIFICATION

The bidder does not intend to sublet any portion of the work. If later circumstances dictate subletting a part of the work, the requirement under the Affirmative Certification will be satisfied.

Signed By	Title	Date
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AFFIRMATIVE CERTIFICATION

The bidder intends to sublet a portion of the contract work and hereby certifies that it has an affirmative action program to seek out and consider minority business enterprises as potential subcontractors and to document the results of such contacts.

a. If work is to be subcontracted, provide a general description of items to be subcontracted.

b. The contacts made with potential Minority or Women-owned Business Enterprise subcontractors and the results thereof are listed below: (Use additional sheets if necessary)

Signed By	Title	Date
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5. M/WBE SUPPLIER CERTIFICATION (See Section 600 of Part III - Special Provisions)

TO BE ELIGIBLE FOR AWARD OF THIS CONTRACT, THE BIDDER MUST EXECUTE THE FOLLOWING CERTIFICATION:

Name of Company

The bidder hereby certifies that it has an affirmative action program to seek out and consider Minority or Women-owned Business Enterprises as potential suppliers and to document the results of such contacts. The contacts made with potential Minority or Women-owned Business Enterprise suppliers and the results thereof are listed below: (Use additional sheets if necessary)

Signed By	Title	Date
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6. LABOR SURPLUS AREA CERTIFICATION

TO BE ELIGIBLE FOR AWARD OF THIS CONTRACT, THE BIDDER MUST EXECUTE ONE OF THE FOLLOWING CERTIFICATIONS:

NEGATIVE CERTIFICATION

The bidder does not intend to sublet any portion of the work. If later circumstances dictate subletting a part of the work, the requirements under the Affirmative Certification will be satisfied.

Signed By	Title	Date
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AFFIRMATIVE CERTIFICATION

The bidder intends to sublet a portion of the contract work and hereby certifies that it has a labor surplus area concern program to seek out and consider potential subcontractors from labor surplus areas and to document the results of such contacts.

a. If work is to be subcontracted, provide a general description of items to be subcontracted.

b. The contacts made with potential Labor Surplus Area subcontractors and the results thereof are listed below:
(Use additional sheets if necessary)

Signed By	Title	Date
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BID FORM
2015 Scranton/Bowman Phase 3 and Wilton AML Project
408.15.03.003

BOWMAN, ADAMS and BURLEIGH COUNTIES, NORTH DAKOTA

<u>Item No.</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>		<u>Unit Price</u>		<u>Total Price</u>
1.	Mobilization/Demobilization	2	L.S.	X	_____	=	_____
2.	Rotary Drilling	25,000	Ft.	X	_____	=	_____
3.	Casing	5,500	Ft.	X	_____	=	_____
4.	Coring	80	Ft.	X	_____	=	_____
5.	Grout Injection(Reeder)*	750	Yd. ³	X	_____	=	_____
6.	Grout Injection (Scranton)*	500	Yd. ³	X	_____	=	_____
7.	Grout Injection (Bowman)*	2,250	Yd. ³	X	_____	=	_____
8.	Grout Injection (Wilton)*	4,200	Yd. ³	X	_____	=	_____
9.	Traffic Control**	1	L.S.	X	_____	=	_____
10.	Clean-Up (\$15,000 Minimum)	1	L.S.	X	_____	=	_____
11.	Force Account	1	L.S.	X	<u>\$ 25,000</u>	=	_____

L.S. = (Lump Sum)

Total (In Numbers) _____

Written Total _____

**** This bid item shall not exceed 10% of the total contract bid**

Also enclosed in this package is a bid bond, certified check or cashier's check in the amount of:

Bidder Company Name

Address

Telephone

E-Mail

Typed or Printed Name of Person Signing and Title

Signed: _____