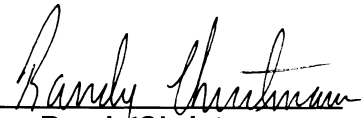
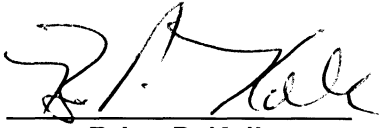
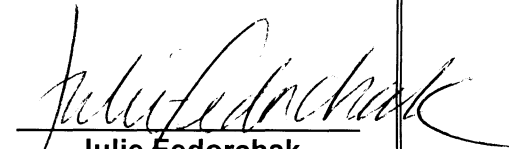
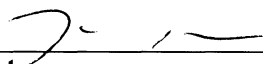


**CONTRACT NO. AM-673-13**

<b>Administrator:</b>	State of North Dakota Public Service Commission State Capitol - 12th Floor Bismarck, ND 58505-0480 (701) 328-2400	
<b>Date:</b> 05/22/2013		
 <b>Randy Christmann</b> Commissioner	 <b>Brian P. Kalk</b> Chairman	 <b>Julie Fedorchak</b> Commissioner

<b>Contractor</b>		
Martin Construction, Inc.		
<b>Name</b>		
P.O. Box 17	Gladstone, ND 58630-0017	701-483-3478
<b>Address</b>	<b>City/State/Zip</b>	<b>Phone</b>
Kurt Martin		President
<b>Typed Name</b>		<b>Title</b>
		5-16-13
<b>Signature</b>		<b>Date</b>

<b>Agreement Information</b>	
Contract No.:	AM-673-13
Start Date:	May 22, 2013
End Date:	June 30, 2014
Program Title:	AML Reclamation
<b>Type of Contract:</b>	( ) Fixed Price ( ) Cost Reimb. (X) Unit Price ( ) Other

<b>Budget Information</b>	
Cost Center:	9000
Services:	Construction Services Havelock C Project
Optional on-site review:	
Expenses:	\$246,620.00
ID	
<b>Type of Contractor:</b>	( ) Individual (X) 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 Martin Construction, Inc. (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 may 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**

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.

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

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.

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.

### **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. State will provide written notice to Contractor of its intent to extend this contract for reasonable cause 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. 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 Ave., Dept. 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.

## **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. 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. Chapter 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 coverage's:

- (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 the policy and endorsements may not be canceled or modified without thirty (30) days' prior notice to the undersigned State representative;
  - c. A provision that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08;
  - d. 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;
- e. Cross liability/severability of interest for all policies and endorsements;
  - f. 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,
  - g. 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.
- 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 must 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 must 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. Section 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 Workers' Compensation 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**

### **RECORDS**

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 all of these records for at least three years following completion of this contract.

### **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.

### **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.

### **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 and signed invoices.

### **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 will 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 are 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, EQUIPMENT AND MATERIALS**

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.

### **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.

### **WORK WEEK**

The Contractor will work a standard 5 day work week (Monday-Friday). Work will generally be restricted to daylight hours Monday through Friday. Any variance of the normal work schedule (Monday-Friday) **MUST** receive prior approval from 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.

### **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 (February 2000).

2013 Havelock C AML Invitation for Bid (February 2013)



**PERFORMANCE BOND**  
**PUBLIC SERVICE COMMISSION**  
**ABANDONED MINE LANDS DIVISION**  
 SFN 13652 (Rev. 05-2000)

Individual     Corporation  
 Partnership

Name of Contractor			
Address of Contractor	City	State	Zip Code
Name of Surety			
Address of Surety	City	State	Zip Code

KNOW ALL PERSONS BY THESE PRESENTS, that the above named Contractor, hereinafter called the Principal, and the above named Surety, are held and firmly bound unto the North Dakota Public Service Commission on behalf of the State of North Dakota hereinafter called OWNER, in the penal sum of \_\_\_\_\_ dollars, (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successor, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_, a copy of which is hereto attached and made a part hereof for the reclamation of the following described abandoned mine site.

Abandoned Mine Site Description

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period commencing upon final acceptance, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall affect its obligation of this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in two counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners shall execute BOND.

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.

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

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



STATE OF NORTH DAKOTA  
**OFFICE OF STATE TAX COMMISSIONER**  
Cory Fong, Commissioner

---

November 5, 2012

Ref: L1860247040

Acct: 0204308-CCT-005

MARTIN CONSTRUCTION INC  
PO BOX 17  
GLADSTONE ND 58630-0017

**RE: Statement Of The North Dakota Tax Commissioner Relating To Income  
Tax And Sales/Use Tax Clearance**

***This Income, Sales and Use Tax Clearance Expires December 31, 2013.***

A search of the records in the office of the North Dakota Tax Commissioner does not show probable cause to believe that any income taxes, sales use, or gross receipts taxes are owing and unpaid by the above named taxpayer to the State of North Dakota. You are advised that insofar as North Dakota Century Code § 43-07-11.1 is concerned, a contract may be executed. This does not release any further income, sales use, or gross receipts tax liability found to be due after audit or examination.

A copy of the Statement of Income, Sales/Use/Gross Receipts Tax Clearance must be submitted to the governmental institution or political subdivision with whom the contract is to be executed and the governmental institution or political subdivision must make a record of the tax clearance number. ***This is the only copy of the notice of clearance to be issued and should be kept in your files.*** Copies should be made for issuance to governmental institutions or political subdivisions with whom contracts are executed.

/s/ Myles S. Vosberg

Myles S. Vosberg

Director, Tax Administration

# *State of North Dakota*

## SECRETARY OF STATE



### CONTRACTORS LICENSE RENEWAL

NO: 23632 CLASS A

I, Alvin A. Jaeger, Secretary of State of the State of North Dakota, and as Registrar of Contractors, certify that **MARTIN CONSTRUCTION, INC.** whose address is Gladstone, ND has filed in this office proper application for Renewal of Class A Contractor's License valid to March 1, 2014, and has paid the required fee, and has complied with all requirements of Chapter 43-07, North Dakota Century Code.

**MARTIN CONSTRUCTION, INC.** therefore, is entitled to bid on and accept contracts as authorized by law, under this license, without limit as to value of any single contract.

Dated February 13, 2013.

A handwritten signature in cursive script that reads "Alvin A. Jaeger".

Alvin A. Jaeger  
Secretary of State



**Part D.**

Contractor's Business Name: Martin Construction, Inc

If the current Entity OFT information for your business is incomplete or incorrect in AVS, or if there is no information in AVS for your business, you must provide all of the following information as it applies to your business. Please make as many copies of this page as you require.

- Every officer (President, Vice President, Secretary, Treasurer, etc.);
- All Directors;
- All persons performing a function similar to a Director;
- Every person or business that owns 10% or more of the voting stock in your business;
- Every partner, if your business is a partnership;
- Every member and manager, if your business is a limited liability company; and
- Any other person(s) who has the ability to determine the manner in which the AML reclamation project is being conducted.

Name	<u>Kurt Martin</u>	Position/Title	<u>President</u>
Address	<u>Gladston, ND 58630</u>	Telephone #	<u>701 483-3478</u>
		% of Ownership	<u>100</u>
Begin Date:	<u>Permanent</u>	Ending Date:	<u></u>
Name	<u>Brad Riely</u>	Position/Title	<u>Project Manager</u>
Address	<u>2411 4th St W</u>	Telephone #	<u>701 290-8585</u>
	<u>Dickinson, ND 58601</u>	% of Ownership	<u>0</u>
Begin Date:	<u>5/30/11</u>	Ending Date:	<u>On-going</u>
Name	<u></u>	Position/Title	<u></u>
Address	<u></u>	Telephone #	<u></u>
		% of Ownership	<u></u>
Begin Date:	<u></u>	Ending Date:	<u></u>
Name	<u></u>	Position/Title	<u></u>
Address	<u></u>	Telephone #	<u></u>
		% of Ownership	<u></u>
Begin Date:	<u></u>	Ending Date:	<u></u>

**PAPERWORK REDUCTION STATEMENT**

The Paperwork Reduction Act of 1995 (44 U.S.C. 3501) requires us to inform you that: Federal Agencies may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. This information is necessary for all successful bidders prior to the distribution of AML funds, and is required to obtain a benefit.

Public reporting burden for this form is estimated to range from 15 minutes to 1 hour, with an average of 22 minutes per response, including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. You may direct comments regarding the burden estimate or any other aspect of this form to the Information Collection Clearance Officer, Office of Surface Mining Reclamation and Enforcement, Room 202 SIB, Constitution Ave., NW, Washington, D.C. 20240.



STATE OF NORTH DAKOTA  
**OFFICE OF STATE TAX COMMISSIONER**  
Cory Fong, Commissioner

---

November 5, 2012

Ref: L1860247040

Acct: 0204308-CCT-005

MARTIN CONSTRUCTION INC  
PO BOX 17  
GLADSTONE ND 58630-0017

**RE: Statement Of The North Dakota Tax Commissioner Relating To Income  
Tax And Sales/Use Tax Clearance**

***This Income, Sales and Use Tax Clearance Expires December 31, 2013.***

A search of the records in the office of the North Dakota Tax Commissioner does not show probable cause to believe that any income taxes, sales use, or gross receipts taxes are owing and unpaid by the above named taxpayer to the State of North Dakota. You are advised that insofar as North Dakota Century Code § 43-07-11.1 is concerned, a contract may be executed. This does not release any further income, sales use, or gross receipts tax liability found to be due after audit or examination.

A copy of the Statement of Income, Sales/Use/Gross Receipts Tax Clearance must be submitted to the governmental institution or political subdivision with whom the contract is to be executed and the governmental institution or political subdivision must make a record of the tax clearance number. ***This is the only copy of the notice of clearance to be issued and should be kept in your files.*** Copies should be made for issuance to governmental institutions or political subdivisions with whom contracts are executed.

/s/ Myles S. Vosberg

Myles S. Vosberg

Director, Tax Administration

# *State of North Dakota*

## SECRETARY OF STATE



### CONTRACTORS LICENSE RENEWAL

NO: 23632 CLASS A

I, Alvin A. Jaeger, Secretary of State of the State of North Dakota, and as Registrar of Contractors, certify that **MARTIN CONSTRUCTION, INC.** whose address is Gladstone, ND has filed in this office proper application for Renewal of Class A Contractor's License valid to March 1, 2014, and has paid the required fee, and has complied with all requirements of Chapter 43-07, North Dakota Century Code.

**MARTIN CONSTRUCTION, INC.** therefore, is entitled to bid on and accept contracts as authorized by law, under this license, without limit as to value of any single contract.

Dated February 13, 2013.

A handwritten signature in cursive script that reads "Alvin A. Jaeger".

Alvin A. Jaeger  
Secretary of State