



LOCATION NO. \_\_\_\_\_ (FOR STATE USE ONLY) Begin Ref. Point 54.6733 Ref marker 55 End Ref. Point 54.6733 Ref marker 54

Highway No. 22  Along or  Across Lanes of traffic  2  4

Direction  N  S  E  W Begin 1,700 feet from reference marker 55

Direction  N  S  E  W End 1,750 feet from reference marker 55

N  S  E  W from city of Dickinson or \_\_\_\_\_ miles from junction highway \_\_\_\_\_

106-107

LOCATION NO. \_\_\_\_\_ (FOR STATE USE ONLY) Begin Ref. Point \_\_\_\_\_ End Ref. Point \_\_\_\_\_

Highway No. \_\_\_\_\_  Along or  Across Lanes of traffic  2  4

Direction  N  S  E  W Begin \_\_\_\_\_ feet from reference marker \_\_\_\_\_

Direction  N  S  E  W End \_\_\_\_\_ feet from reference marker \_\_\_\_\_

N  S  E  W from city of \_\_\_\_\_ or \_\_\_\_\_ miles from junction highway \_\_\_\_\_

LOCATION NO. \_\_\_\_\_ (FOR STATE USE ONLY) Begin Ref. Point \_\_\_\_\_ End Ref. Point \_\_\_\_\_

Highway No. \_\_\_\_\_  Along or  Across Lanes of traffic  2  4

Direction  N  S  E  W Begin \_\_\_\_\_ feet from reference marker \_\_\_\_\_

Direction  N  S  E  W End \_\_\_\_\_ feet from reference marker \_\_\_\_\_

N  S  E  W from city of \_\_\_\_\_ or \_\_\_\_\_ miles from junction highway \_\_\_\_\_

LOCATION NO. \_\_\_\_\_ (FOR STATE USE ONLY) Begin Ref. Point \_\_\_\_\_ End Ref. Point \_\_\_\_\_

Highway No. \_\_\_\_\_  Along or  Across Lanes of traffic  2  4

Direction  N  S  E  W Begin \_\_\_\_\_ feet from reference marker \_\_\_\_\_

Direction  N  S  E  W End \_\_\_\_\_ feet from reference marker \_\_\_\_\_

N  S  E  W from city of \_\_\_\_\_ or \_\_\_\_\_ miles from junction highway \_\_\_\_\_

LOCATION NO. \_\_\_\_\_ (FOR STATE USE ONLY) Begin Ref. Point \_\_\_\_\_ End Ref. Point \_\_\_\_\_

Highway No. \_\_\_\_\_  Along or  Across Lanes of traffic  2  4

Direction  N  S  E  W Begin \_\_\_\_\_ feet from reference marker \_\_\_\_\_

Direction  N  S  E  W End \_\_\_\_\_ feet from reference marker \_\_\_\_\_

N  S  E  W from city of \_\_\_\_\_ or \_\_\_\_\_ miles from junction highway \_\_\_\_\_

LOCATION NO. \_\_\_\_\_ (FOR STATE USE ONLY) Begin Ref. Point \_\_\_\_\_ End Ref. Point \_\_\_\_\_

Highway No. \_\_\_\_\_  Along or  Across Lanes of traffic  2  4

Direction  N  S  E  W Begin \_\_\_\_\_ feet from reference marker \_\_\_\_\_

Direction  N  S  E  W End \_\_\_\_\_ feet from reference marker \_\_\_\_\_

N  S  E  W from city of \_\_\_\_\_ or \_\_\_\_\_ miles from junction highway \_\_\_\_\_

**INTERSTATE HIGHWAYS** - Applicant's description of the proposed method of ingress and egress to and from interstate right of way, as attached to the plan.

**Suggested Utility Conditions for Overhead Electric Along and/or Across  
Primary and Secondary Highways**

April 1, 2003

**NOTICE:** The Recipient must comply with ALL applicable Federal, State and local laws, rules, regulations, codes, ordinances, etc., including, but not limited to North Dakota Century Code, Chapter 49-23. (ONE-CALL EXCAVATION NOTICE SYSTEM)

1. **INSTALLATION AND MAINTENANCE:** Installation and maintenance of said facilities on highway right of way shall conform to the following provisions:
2. Within thirty (30) days after construction, maintenance, relocation, or removal of said facilities, any right of way scars shall be removed and disturbed areas restored to original condition. Existing topsoil shall be removed prior to excavation and stockpiled until all disturbed areas are restored to original grade. The stockpiled topsoil shall be evenly and smoothly replaced over the areas disturbed by the trenches or pits.
3. Vehicles and other work equipment used to install or maintain said facilities within highway right of way shall, where possible, use established access points, service roads, driveways and approaches to enter or leave the outer portion of the right of way for the performance of necessary work operations. Such vehicles and work equipment shall not be parked on the through-traffic lanes or shoulders of the highway during installation or maintenance of said facilities.
4. Protection to the free and safe flow of the highway traffic shall be as required in accordance with the "Manual on Uniform Traffic Control Devices", current edition.
5. The Recipient will notify the District Engineer of the Department of Transportation forty-eight (48) hours prior to beginning this installation. Immediately following the final clean up of the area, the Recipient shall again notify the District Engineer of the Department of Transportation.
6. The Department of Transportation may not be the total fee owner and does not warrant the title to the highway right of way covered by the terms of this permit. The Recipient shall be responsible for reviewing the public records to determine ownerships and any encumbrances to the title of the properties covered by the terms of this permit.
16. The minimum vertical clearance above ground of said facilities within highway right of way, and the lateral clearance from highway bridges, shall conform to provisions of the latest edition of the National Electrical Safety Code.
17. If installation of said facilities across the highway necessitates temporary interruption of the flow of highway traffic, work operations shall be confined to daylight hours and flagpersons shall be provided to stop traffic on each approach to the work site. Interruption of the flow of highway traffic may not exceed five (5) minutes except by special permission from the Department of Transportation or the State Highway Patrol.
18. Reflectorized guy guards shall be installed on all down guys located within highway right of way.
58. **The Recipient shall indemnify, save, hold harmless, the State of North Dakota, its agencies, offices and employees, from any and all claims of any nature arising from any direct, indirect, or consequential damages to real property or business, including all costs, expenses, and attorney's fees, which may in any manner arise out of or result from this project.**

## Risk Management Appendix

### Permits and Licenses with Private Individuals, Companies, Corporations, Etc. (referred to as Recipient):

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

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

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

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

The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time. If Recipient's insurance will expire prior to the term of this agreement, Recipient shall renew the above requirements and furnish a certificate of insurance evidencing the renewal to the undersigned State representative prior to the expiration of the insurance. 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.

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

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

RM Consulted 2007  
Revised 5-09







# North Dakota Department of Transportation

Grant Levi, P.E.  
Director

Jack Dalrymple  
Governor

**Brady Wind, LLC**  
700 Universe Blvd., FEJ/JB,  
Juno Beach, FL 33048

Dear Permitte:

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

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

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

Sincerely,

**UTILITY OCCUPANCY APPLICATION AND PERMIT # 16031/52631 & 16032/52632**

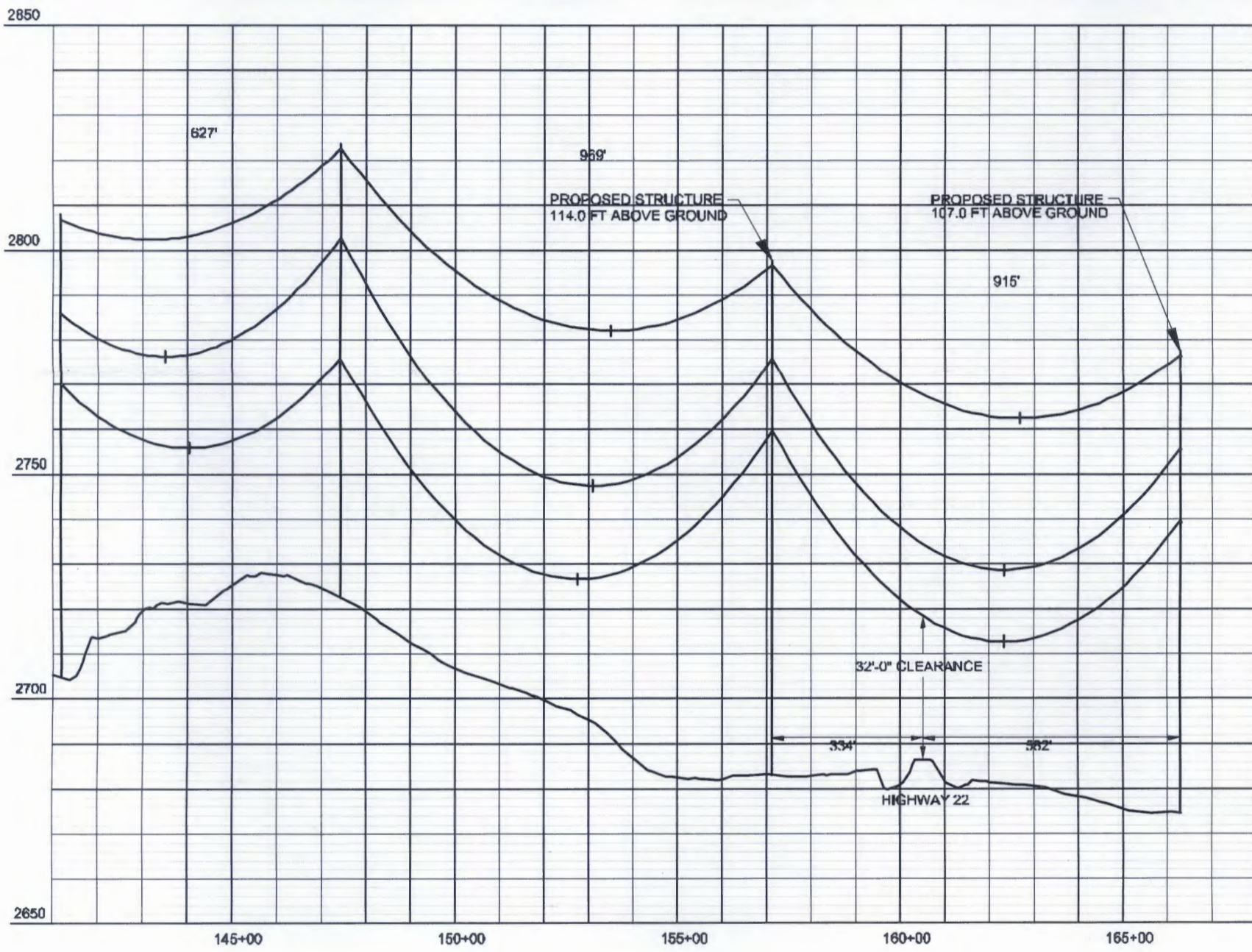
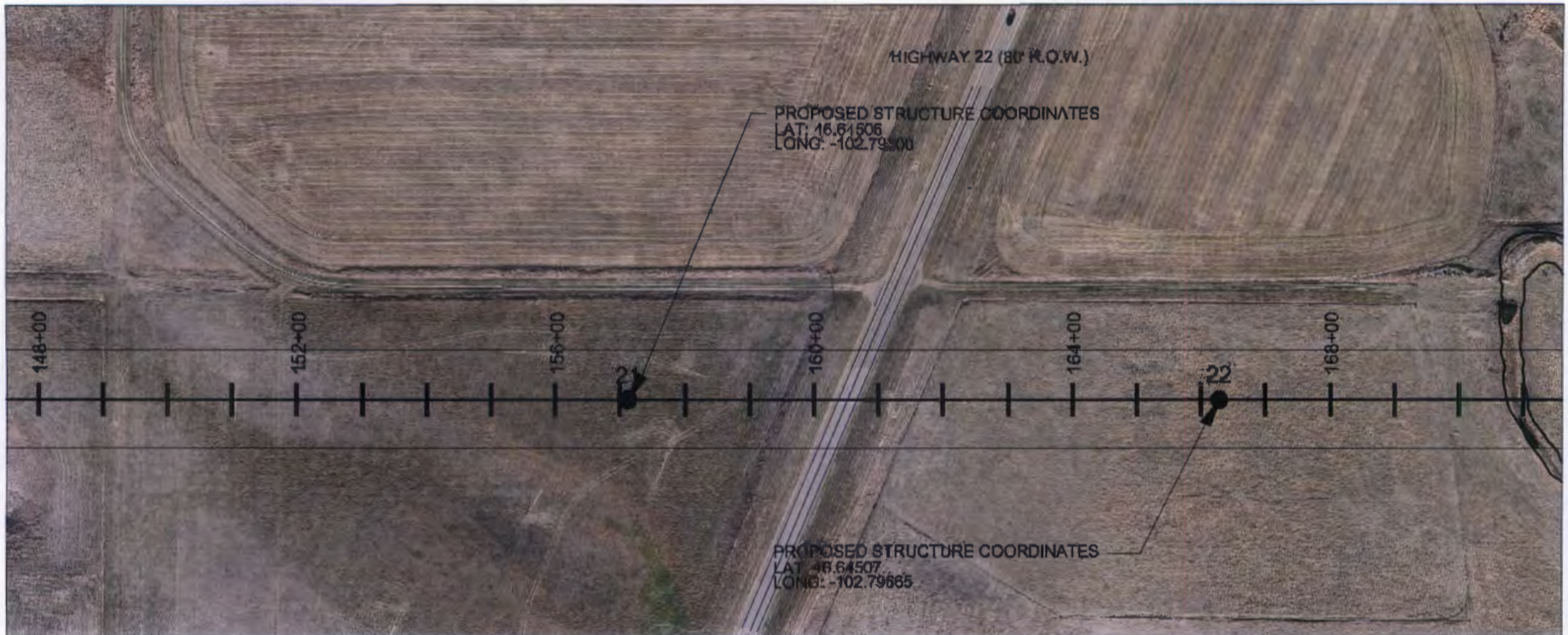
**BRADY WIND, LLC.**; insurance coverages (including proof of coverages) consistent with the contract specifications.

Date April 6, 2016

John DiDonato, Vice President

Type or Print Name & Title

Signature

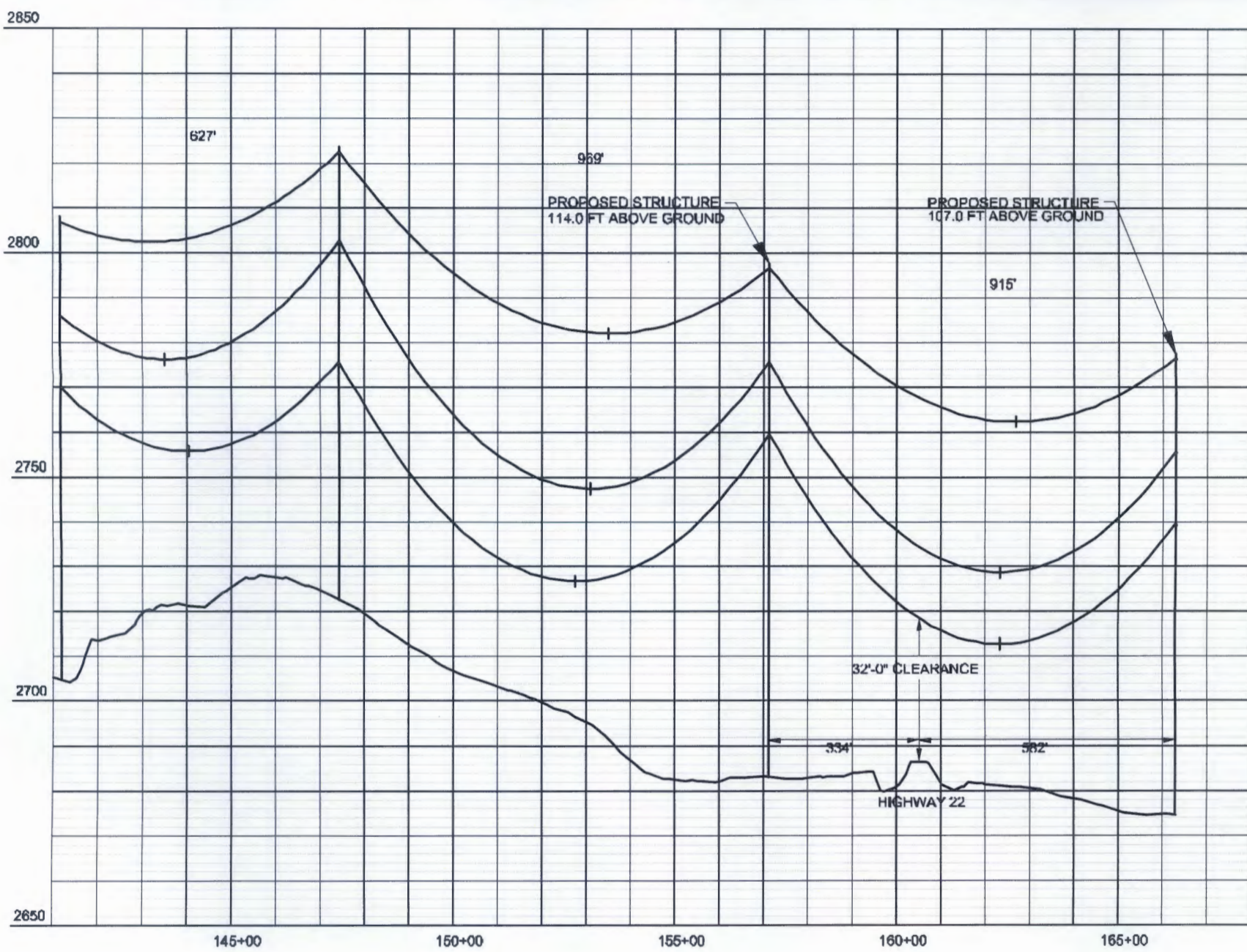
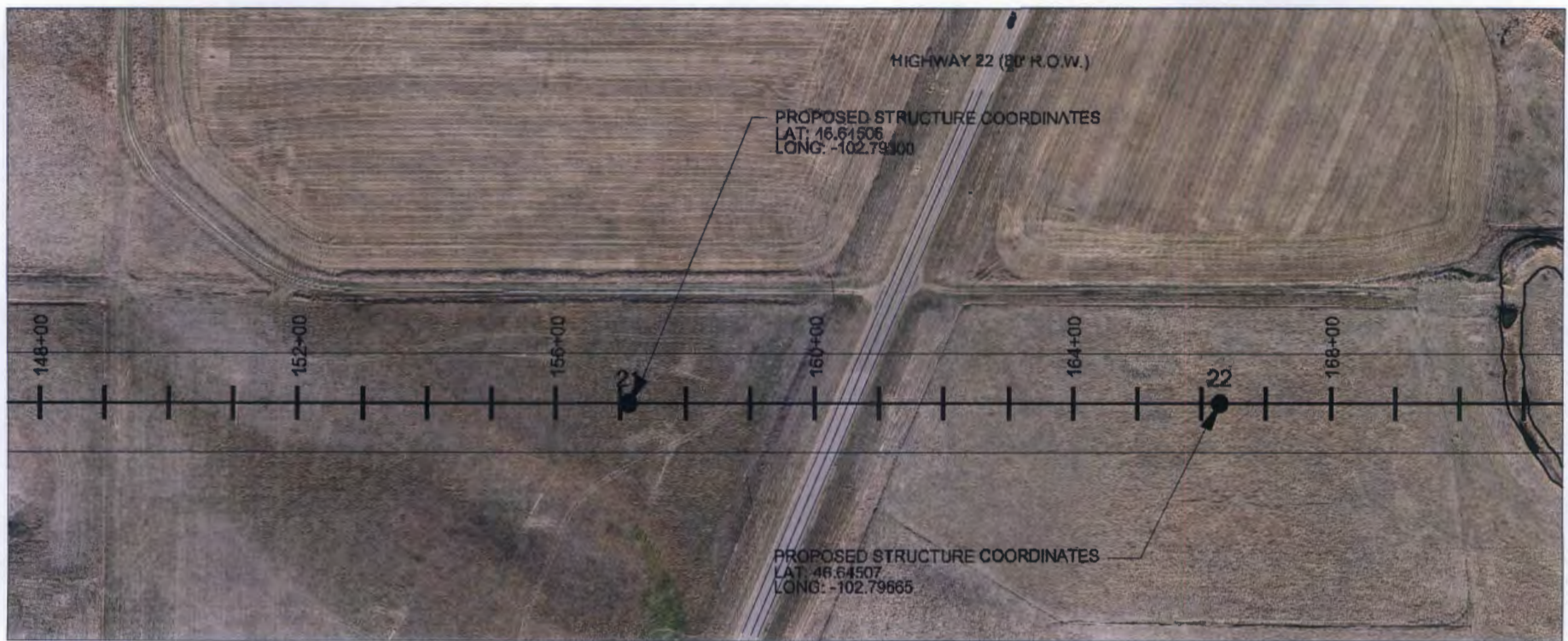


BRADY 230 KV  
TRANSMISSION LINE  
HWY 22 ROAD CROSSING

HWY 22

SHEET 1 of 1

DESIGNED BY	LKS	DRAWN BY	LKS	ISSUE DATE	02/15/16
CHECKED BY	PMG	APPROVED BY	PMG	PROJECT NO.	20153924

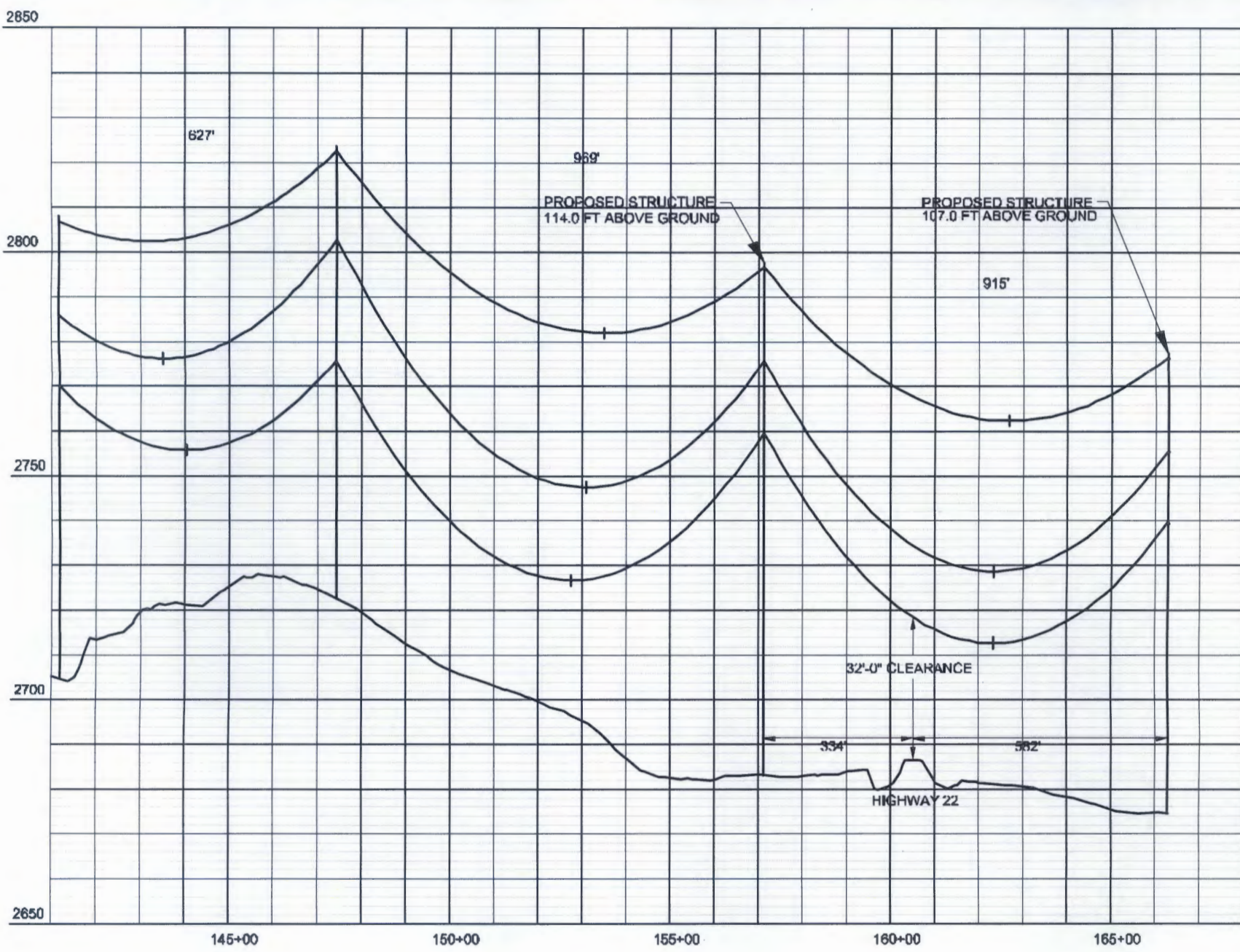
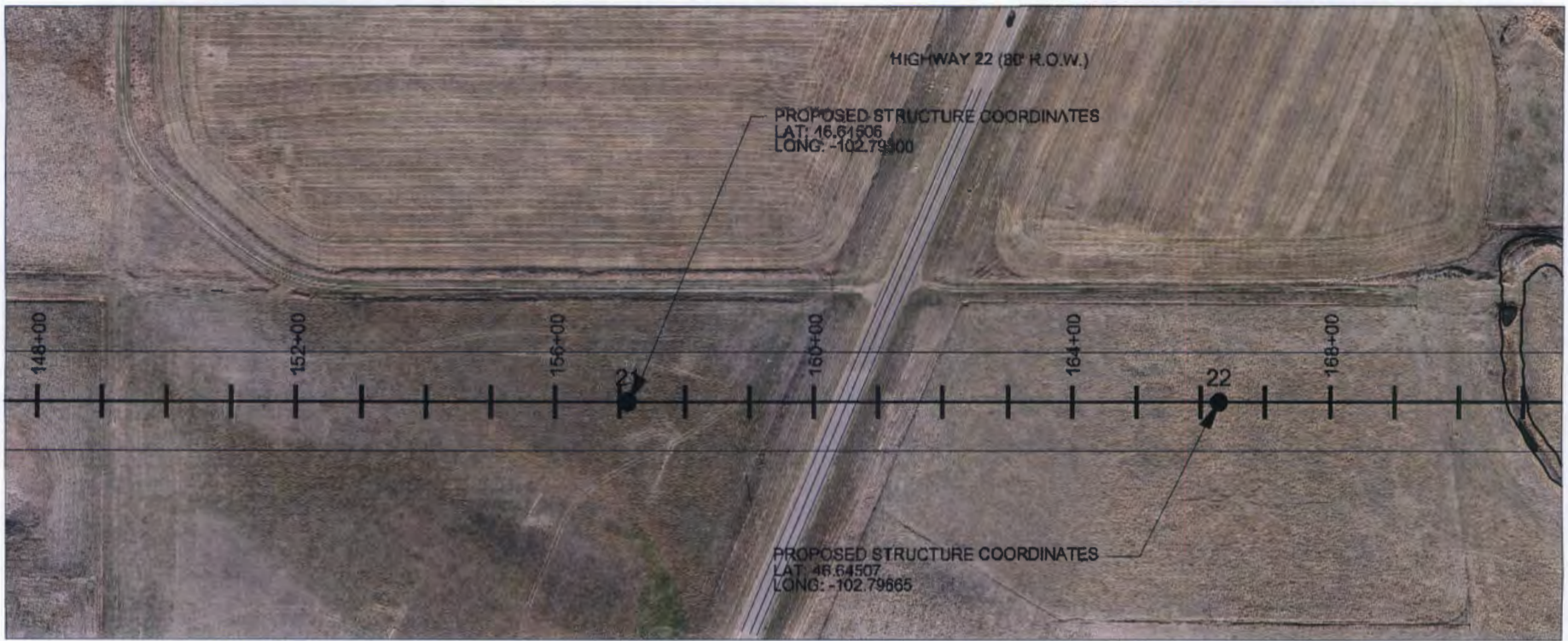


BRADY 230 KV  
TRANSMISSION LINE  
HWY 22 ROAD CROSSING

HWY 22

SHEET 1 of 1

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BRADY 230 KV  
TRANSMISSION LINE  
HWY 22 ROAD CROSSING

HWY 22

SHEET 1 of 1  
ISSUE DATE 02/15/16  
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