

**North Dakota Department of Transportation
AGREEMENT TO ENTER AND DO WORK ON HIGHWAY RIGHT-OF-WAY**

This agreement is between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and Wanzek Construction, Inc., hereafter referred to as the Permittee, whose address is 4850 32nd Ave South, Fargo, ND 58104.

Permission is hereby given to enter and do work on highway right-of-way, under the following conditions:

1. The location of the proposed work is ND Highway 56 & 88th Street SE.
2. The work to be performed is temporary intersection widening/modification only. Wanzek will install a 150' temporary radius for wind turbine component deliveries on the NW and SW sides of the Intersection of Hwy 56 & 88th St SE. Temporary radius will be removed upon construction completion. The intersection modification work is scheduled to begin December 1st, 2019 and will be removed July 31st, 2020 prior to deliveries being completed.
3. All work done on highway right-of-way must conform to the reasonable requirements of NDDOT's district engineer, whether communicated before or after the work is conducted.
4. Effective November 24, 2008, the Permittee shall be required to wear an ANSI/ISEA 107-2004 Class II high visibility garment while within the highway right-of-way as per the requirements of 23 CFR 634.
5. Permittee must, as soon as possible, return all disturbed areas to their original condition and reseed all disturbed areas with seed mixture approved by NDDOT.
6. All work done will be at no cost to NDDOT.
7. All work will be completed by 07/31/2020.
8. The Permittee, for him or herself, his or her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Permittee will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities set forth in this Assurance.

That in the event of breach of any of the above Non discrimination covenants, NDDOT will have the right to terminate this Permit and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said Permit had never been made or issued.

9. The Risk Management Appendix, attached, is hereby incorporated into and made a part of this agreement.



Executed the last date below signed.

PERMITTEE:

Tanner Dufault
NAME (TYPE OR PRINT)
[Signature]
SIGNATURE
Field Engineer III
TITLE
12/3/19
DATE

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

JAY PRASKA
DISTRICT ENGINEER (TYPE OR PRINT)
[Signature]
SIGNATURE
12-6-2019
DATE

To be signed by Owner; Partner; Corp. Pres., Vice Pres., or other authorized Corp. Officer. (If signed by other authorized Corp. Officer, please attach copy of Power of Attorney or other documentation showing authority to sign.)

CLA 17088 (Div. 70)
L.D. Approved 7-17-89; 8-18



Risk Management Appendix

Small, Low-Risk Leases, Easements, Licenses, and Permits 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** insurance – minimum limits of liability required are **\$250,000 per person and \$1,000,000 per occurrence**. If it is not practical for Recipient to carry commercial general liability insurance, Recipient may substitute **farm liability insurance, renters insurance, or home owners** insurance in the amount of **at least \$300,000**.
- 2) If Recipient may use an automobile in relation to the attached agreement, Recipient must secure **automobile liability** insurance with a minimum limit of liability of **at least \$250,000**. The above limits may be satisfied through a policy or policies of insurance, primary and excess, including the so called umbrella or catastrophe form. The State of North Dakota shall have all the benefits, rights and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of the Contractor.
- 3) The State of North Dakota, its agencies, officers, and employees (State) shall be endorsed as an **additional insured** on the above policies.

The Recipient shall furnish a certificate of insurance coverage evidencing the requirements in 1 through 3 above to the undersigned State representative prior to commencement of this agreement.

Recipients' insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance, or self-retention maintained by the State.

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.

The Recipient must secure any necessary Workers Compensation coverage that may be required by State law.

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 or Sublessor. 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 or Sublessors 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 or Sublessors.

RM Consulted 2007
Revised 11-19





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/18/2019

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, INC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 Atlanta, GA 30326 Attn: Atlanta.Certrequest@marsh.com CN102902330-Mast-GAWU-19-20 WANZE	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B : Indemnity Ins Co Of North America</td> <td>43575</td> </tr> <tr> <td>INSURER C : ACE Property & Casualty Insurance Company</td> <td>20699</td> </tr> <tr> <td>INSURER D : ACE Fire Underwriters Insurance Company</td> <td>20702</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : ACE American Insurance Company	22667	INSURER B : Indemnity Ins Co Of North America	43575	INSURER C : ACE Property & Casualty Insurance Company	20699	INSURER D : ACE Fire Underwriters Insurance Company	20702	INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : ACE American Insurance Company	22667														
INSURER B : Indemnity Ins Co Of North America	43575														
INSURER C : ACE Property & Casualty Insurance Company	20699														
INSURER D : ACE Fire Underwriters Insurance Company	20702														
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** ATL-004912965-02 **REVISION NUMBER:** 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR: \$250,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			XSL G71570526	09/15/2019	09/15/2020	EACH OCCURRENCE \$ 2,750,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ SELF INSURED PERSONAL & ADV INJURY \$ 2,750,000 GENERAL AGGREGATE \$ 20,000,000 PRODUCTS - COM/OP AGG \$ 6,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H25300555	09/15/2019	09/15/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 10,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			XOO G71557625-001	09/15/2019	09/15/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WLR C66039985 (AOS)	09/15/2019	09/15/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
A	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A			WLR C66040021 (AZ, CA, MA)	09/15/2019	09/15/2020	E.L. EACH ACCIDENT \$ 2,000,000
A				WCU C66040100 (FL, GA, NC, TX)	09/15/2019	09/15/2020	E.L. DISEASE - EA EMPLOYEE \$ 2,000,000
D	Workers Compensation			SIR: \$1.5M for FL, NC, TX \$1M for GA			E.L. DISEASE - POLICY LIMIT \$ 2,000,000
D	Workers Compensation			SCF C66040069 (WI)	09/15/2019	09/15/2020	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Job 1258 Foxtail Wind, Temporary Intersection Modification Permit
 The Certificate Holder is included as Additional Insured with respect to the General and Auto Liability policies where required by written contract or agreement. Waiver of Subrogation is applicable where required by written contract or agreement.

CERTIFICATE HOLDER

North Dakota Department of Transportation
 District 2 - Valley City
 1524 Eighth Avenue SW
 Valley City, ND 58072-4200

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
 of Marsh USA Inc.
 Manashi Mukherjee *Manashi Mukherjee*

November 27, 2019

Wanzek Construction, Inc.
4850 32nd Ave South
Fargo ND 58104

Dear Contractor:

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

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

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

Sincerely,

Jay Praska
District Engineer

Contract No. 62191515

Wanzek Construction, Inc. hereby states that the company has, and will maintain in force, insurance coverages (including proof of coverages) consistent with the contract specifications.

Date 12/3/19

Tanner Dufault Field Engineer III
Type or Print Name & Title


Signature

