



# Public Service Commission

## State of North Dakota

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### COMMISSIONERS

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June 21, 2022

Ms. Beth Kalisiak  
Young Gun Construction, LLC  
10609 South Cave Road  
Ludlow, SD 57755

**RE: Contract Amendments for the 2021 North Sinkhole Filling Project, Contract Number AM-853-21 and 2021 South Sinkhole Filling Project, Contract AM-852-21.**

Dear Ms. Kalisiak:

Enclosed are the fully executed original copies of the Commission's amendments for the 2021 North and South Sinkhole Filling Projects. Both amendments renew the contracts through June 30, 2023 and provide for a price adjustment. If you have any questions, feel free to contact Joan Breiner or me.

Sincerely,

Zanna A. Brinkman  
Director  
AML Division

Enclosures

AML\2021\SinkholeFilling\NorthSinkholeFilling\BidsBondsContracts\2021\_SinkFill\_YGCLLC\_Amend\_Return\_Ltr\_6-21-22  
AML\2021\SinkholeFilling\SouthSinkholeFilling\BidsBondsContracts\2021\_SinkFill\_YGCLLC\_Amend\_Return\_Ltr\_6-21-22

## CONTRACT AMENDMENT

**CONTRACT NAME AND NUMBER: 2021 North Sinkhole Filling Project**

**Contract Number: AM-853-21**

**Case Number: AM-21-143**

**AMENDMENT NUMBER: 2**

This amendment is made to 2021 North Sinkhole Filling Project Contract Number: AM-853-21 (Contract) between the State of North Dakota, acting through its Public Service Commission (STATE), and Young Gun Construction, LLC, 10609 South Cave Road, Ludlow, SD 57755 (CONTRACTOR).

The parties agree to the following terms and conditions and expressly agree that if any of the following terms and conditions conflict with any of the terms and conditions of the Contract, then, notwithstanding any term in the Contract, the following terms and conditions govern and control the rights and obligations of the parties.

The parties agree to amend the Contract as follows:

**Renewal.** General Provisions: Term of Contract, Renewal Option. The Term of Contract is amended as follows:

The Contract commenced on July 8, 2021, for a term ending on June 30, 2022, with an option to renew the contract for up to twelve (12) months. The parties have agreed to renew the Contract for a time not to exceed twelve (12) months from the original end date (June 30, 2023). Upon execution of Amendment Number 2, the Contract has no renewals remaining.

**Price Adjustment.** Compensation: Contractual Amount. The contractual amount is hereby amended as follows: The total contract amount is increased under this contract in an amount not to exceed forty-six thousand dollars and zero cents (\$46,000.00). Unit price is increased by 15% as shown in the table below.

| <b>Item</b>                 | <b>Estimated Quantity</b> | <b>Unit</b> | <b>Original Unit Price</b> | <b>15% increase in Unit Price</b> |
|-----------------------------|---------------------------|-------------|----------------------------|-----------------------------------|
| Mobilization/Demobilization | 5                         | site        | \$2,000.00                 | \$2,300.00                        |
| Tillage & Seeding           | 2                         | acre        | \$700.00                   | \$805.00                          |
| Sinkhole Filling            | 4,163.02                  | cubic yards | \$6.87                     | \$7.90                            |

The final contractual amount is determined using final quantities computed by the Commission's Project Manager and unit prices submitted by CONTRACTOR.

CONTRACT AMENDMENT NUMBER: 2  
CONTRACT: 2021 North Sinkhole Filling Project  
Contract Number: AM-853-21  
Case Number: AM-21-143

**Insurance.** The required coverages are hereby amended as follows: The commercial general liability, including premise or operations, contractual and products or completed operations coverage (if applicable) is increased under this contract to minimum liability limits of \$2,000,000 per occurrence. The Automobile liability, including Owned (if any), Hired and Non-Owned automobiles, is increased under this contract to minimum liability limits of \$500,000 per person and \$2,000,000 per occurrence. Employer's liability or "stop-gap" insurance is increased to not less than \$2,000,000 as an endorsement on the workers compensation or commercial liability insurance.

The parties agree that the terms and conditions of the Contract and this Amendment govern and control the rights and obligations of the parties.

All other terms of the Contract remain in effect. This Contract Amendment is not effective until fully executed by all parties.

**EXECUTION**

| <b>CONTRACTOR</b>           | <b>STATE OF NORTH DAKOTA</b>                 |
|-----------------------------|--|
| Young Gun Construction LLC  | Acting through its Public Service Commission |
| BY: <i>Beth Kalisiak</i>    | BY: <i>Steve Kahl</i>                        |
| Printed Name: Beth Kalisiak | Printed Name: Steve Kahl                     |
| Title: Owner                | Title: Executive Director                    |
| Date: <i>6/9/22</i>         | Date: <i>6/13/22</i>                         |

**CONTRACT AMENDMENT**

**CONTRACT NAME AND NUMBER: 2021 South Sinkhole Filling Project**

**Contract Number: AM-852-21**

**Case Number: AM-21-143**

**AMENDMENT NUMBER: 1**

This amendment is made to 2021 South Sinkhole Filling Project Contract Number: AM-852-21 (Contract) between the State of North Dakota, acting through its Public Service Commission (STATE), and Young Gun Construction, LLC, 10609 South Cave Road, Ludlow, SD 57755 (CONTRACTOR).

The parties agree to the following terms and conditions and expressly agree that if any of the following terms and conditions conflict with any of the terms and conditions of the Contract, then, notwithstanding any term in the Contract, the following terms and conditions govern and control the rights and obligations of the parties.

The parties agree to amend the Contract as follows:

**Renewal.** General Provisions: Term of Contract, Renewal Option. The Term of Contract is amended as follows:

The Contract commenced on June 16, 2021, for a term ending on June 30, 2022, with an option to renew the contract for up to twelve (12) months. The parties have agreed to renew the Contract for a time not to exceed twelve (12) months from the original end date (June 30, 2023). Upon execution of Amendment Number 1, the Contract has no renewals remaining.

**Price Adjustment.** Compensation: Contractual Amount. The contractual amount is hereby amended as follows: The total contract amount is increased under this contract in an amount not to exceed fifty-seven thousand five hundred dollars and zero cents (\$57,500.00). Unit price is increased by 15% as shown in the table below.

| <b>Item</b>                 | <b>Estimated Quantity</b> | <b>Unit</b> | <b>Original Unit Price</b> | <b>15% increase in Unit Price</b> |
|-----------------------------|---------------------------|-------------|----------------------------|-----------------------------------|
| Mobilization/Demobilization | 5                         | site        | \$1,000.00                 | \$1,150.00                        |
| Tillage & Seeding           | 2                         | acre        | \$700.00                   | \$805.00                          |
| Sinkhole Filling            | 6,346                     | cubic yards | \$6.87                     | \$7.90                            |

CONTRACT AMENDMENT NUMBER: 1  
CONTRACT 2021 South Sinkhole Filling Project  
Contract Number: AM-852-21  
Case Number: AM-21-143

The final contractual amount is determined using final quantities computed by the Commission's Project Manager and unit prices submitted by CONTRACTOR.

**Insurance.** The required coverages are hereby amended as follows: The commercial general liability, including premise or operations, contractual and products or completed operations coverage (if applicable) is increased under this contract to minimum liability limits of \$2,000,000 per occurrence. The Automobile liability, including Owned (if any), Hired and Non-Owned automobiles, is increased under this contract to minimum liability limits of \$500,000 per person and \$2,000,000 per occurrence. Employer's liability or "stop-gap" insurance is increased to not less than \$2,000,000 as an endorsement on the workers compensation or commercial liability insurance.

The parties agree that the terms and conditions of the Contract and this Amendment govern and control the rights and obligations of the parties.

All other terms of the Contract remain in effect. This Contract Amendment is not effective until fully executed by all parties.

**EXECUTION**

| <b>CONTRACTOR</b>           | <b>STATE OF NORTH DAKOTA</b>                 |
|-----------------------------|--|
| Young Gun Construction LLC  | Acting through its Public Service Commission |
| BY: <i>Beth Kalisiak</i>    | BY: <i>Steve Kahl</i>                        |
| Printed Name: Beth Kalisiak | Printed Name: Steve Kahl                     |
| Title: Owner                | Title: Executive Director                    |
| Date: <i>6/9/22</i>         | Date: <i>6/13/22</i>                         |