


CONTRACT NUMBER: AM-852-21

Administrator:	State of North Dakota Public Service Commission State Capitol - 12th Floor Bismarck, ND 58505-0480 (701) 328-2400
Date: <i>6/18/21</i>	
	
Steve Kahl Executive Director	

Contractor		
Young Gun Construction LLC		
Name		
10609 South Cave Road	Ludlow, SD 57755	425-283-2805
Address	City/State/Zip	Phone
Beth Kalisiak		Owner
Typed Name		Title
		<i>5/31/21</i>
Signature		Date

Agreement Information	
Case No.:	<u>AM-21-143</u>
Contract No.:	<u>AM-852-21</u>
Start Date:	<u>Upon full execution</u>
End Date:	<u>June 30, 2022</u>
Program Title:	<u>AML Reclamation</u>
Type of Contract:	<input checked="" type="checkbox"/> Fixed Price <input type="checkbox"/> Cost Reimb. <input type="checkbox"/> Unit Price <input type="checkbox"/> Other

Budget Information	
Cost Center:	<u>9000</u>
Services:	<u>Construction Services 2021 South Sinkhole Filling Project</u>
Optional on-site review:	
Expenses:	<u>\$49,997.02</u>
ID	<u>Case No. AM-21-143</u>
Type of Contractor:	<input type="checkbox"/> Individual <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Public Agency <input type="checkbox"/> Nonprofit Organization <input type="checkbox"/> Other

This Contract is entered into between the State of North Dakota acting through the Public Service Commission (State) and Young Gun Construction LLC (Contractor). This Contract consists of this sheet, general provisions and specific provisions.

GENERAL PROVISIONS

The parties to this Contract (Contract) are the State of North Dakota, acting through its Public Service Commission (STATE) and **Young Gun Construction LLC** having its principal place of business at **10609 South Cave Road, Ludlow, SD 57755** (CONTRACTOR).

SCOPE OF WORK

CONTRACTOR, in exchange for the compensation paid by STATE under this Contract, shall provide the work as described in the **2021 South Sinkhole Filling AML Project** Request for Proposals.

COMPENSATION

Contractual Amount

STATE shall pay for the accepted services provided by CONTRACTOR under this Contract an amount not to exceed forty-nine thousand nine hundred ninety-seven dollars and two cents (\$49,997.02) (Contractual Amount).

The Contractual Amount is firm for the duration of this Contract and constitutes the entire compensation due CONTRACTOR for performance of its obligations under this Contract regardless of the difficulty, materials or equipment required, including fees, licenses, overhead, profit and all other direct and indirect costs incurred by CONTRACTOR, except as provided by an amendment to this Contract.

Payment

- 1) Payment made in accordance with this Compensation section will constitute payment in full for the services and work performed and the deliverables and work(s) provided under this Contract and CONTRACTOR shall not receive any additional compensation hereunder.
- 2) STATE shall make payment under this Contract within forty-five (45) calendar days after receipt of an approved invoice.
- 3) Payment of an invoice by STATE will not prejudice STATE's right to object to or question that or any other invoice or matter in relation thereto. CONTRACTOR's invoice will be subject to reduction for amounts included in any invoice or payment made which are determined by STATE, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute allowable costs. At STATE's sole discretion, all payments must be subject to reduction for amounts equal to prior overpayments to CONTRACTOR.
- 4) For any amount that is or will become due and payable to STATE by CONTRACTOR, STATE reserves the right to deduct the amount owed from payments that are or will become due and payable to CONTRACTOR under this Contract.

Travel

CONTRACTOR acknowledges travel costs are covered by the Contractual Amount and shall not invoice STATE for travel costs.

Prepayment

STATE will not make any advance payments before performance by CONTRACTOR under this Contract.

Payment of Taxes by STATE

STATE is not responsible for and will not pay local, state, or federal taxes. STATE sales tax exemption number is E-2001. STATE will furnish certificates of exemption upon request by CONTRACTOR.

Taxpayer ID

CONTRACTOR shall provide STATE with its federal employer ID number and North Dakota tax ID number upon executing this Contract.

Purchasing Card

STATE may make a payment using a government credit card. CONTRACTOR will accept a government credit card without passing the processing fees for the government credit card back to STATE.

TERM OF CONTRACT

This Contract **upon complete execution of the contract by all parties and ends on June 30, 2022.**

No Automatic Renewal

This Contract will not automatically renew. If STATE intends to renew this Contract, STATE shall provide written notice to CONTRACTOR of STATE's intent to renew this Contract before the scheduled termination date.

Extension Option

STATE reserves the right to extend this Contract for an additional period of time, not to exceed eighteen (18) months, beyond the current termination date of this Contract.

Renewal Option

STATE may renew this Contract upon satisfactory completion of the initial Contract term. STATE reserves the right to execute up to one (1) option to renew this Contract under the same terms and conditions for a period of twelve (12) months.

TIME OF PERFORMANCE

CONTRACTOR shall mobilize and begin sinkhole filling within ten days of notification at any time during the Contract period. This notice may be verbal or written and will specify the site location, estimated number of sinkholes and a volume estimate. Work is site-specific and CONTRACTOR shall finish all work as soon as reasonably possible. Failure to provide services required by this contract within the time specified may result in contract termination or liquidated damages as specified in Section 109.7 of the Standard Specification for AML Projects <http://www.psc.nd.gov/docs/guidelines/aml/aml-specifications.pdf>.

TIME IS OF THE ESSENCE

CONTRACTOR hereby acknowledges that time is of the essence for performance under this Contract unless otherwise agreed to in writing by the parties.

TERMINATION OF CONTRACT

Termination by Mutual Agreement

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

Early Termination in the Public Interest

STATE is entering into this Contract for the purpose of carrying out the public policy of the State of North Dakota, as determined by its Governor, Legislative Assembly and Courts. If this Contract ceases to further the public policy of the State of North Dakota, STATE, in its sole discretion, by written notice of CONTRACTOR, may terminate this Contract in whole or in part.

Termination for Lack of Funding or Authority

STATE may terminate the whole or any part of this Contract effective upon delivery of written notice to CONTRACTOR, or any later date stated in the notice:

- 1) If 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) If 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.
- 3) If 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.

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

Termination for Cause

STATE may terminate this Contract effective upon delivery of written notice to CONTRACTOR, or any later date stated in the notice:

- 1) If CONTRACTOR fails to provide services required by this Contract within the time specified or any extension agreed to by STATE; **or**
- 2) If CONTRACTOR fails to perform any of the other conditions or provisions of this Contract or fails to pursue the work as to endanger performance of this Contract in accordance with its terms.

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 CONTRACTOR, subsequent to negotiations with STATE.

The rights and remedies of STATE provided in the termination provisions related to defaults by CONTRACTOR are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

FORCE MAJEURE

Neither party shall be held responsible for delay or default caused by fire, riot, terrorism, acts of God or war if the event is beyond the party's reasonable control and the affected party gives notice to the other party promptly upon occurrence of the event causing the delay or default or that is reasonably expected to cause a delay or default.

INDEMNITY

CONTRACTOR agrees to defend, indemnify, and hold harmless the State of North Dakota, its agencies, officers and employees, from claims resulting from the performance of 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 STATE under this provision must be free of any conflicts of interest,

even if retention of separate legal counsel for STATE is necessary. Any attorney appointed to represent STATE shall 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 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.

INSURANCE

- 1) **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:
 - a) Commercial general liability, including premises or operations, contractual and products or completed operations coverage (if applicable), with minimum liability limits of \$1,000,000 per occurrence.
 - b) 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.
 - c) 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.
 - d) 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.
- 2) **General Insurance Requirements.** The insurance coverages listed above must meet the following additional requirements:
 - a) Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of CONTRACTOR. The amount of any deductible or self-retention is subject to approval by STATE.
 - b) 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 STATE. The policies shall be in form and terms approved by STATE.
 - c) STATE will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by CONTRACTOR in excess of the minimum requirements set forth above. The duty to indemnify STATE under this agreement shall not be limited by the insurance required in this Contract.
 - d) The State of North Dakota and its agencies, officers, and employees (STATE) shall be endorsed on the commercial general liability policy on a primary and noncontributory basis, including any excess policies (to the extent applicable), as additional insured. STATE 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 Contract or by the contractual indemnity obligations of CONTRACTOR.
 - e) The insurance required in this agreement, through a policy or endorsement, shall include:
 - i. A "Waiver of Subrogation" waiving any right to recovery the insurance company may have against STATE;
 - ii. 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 STATE, and that any insurance, self-insurance or self-retention maintained by STATE shall be in excess of CONTRACTOR's insurance and shall not contribute with it;
 - iii. Cross liability/severability of interest for all policies and endorsements;
 - iv. The legal defense provided to STATE under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for STATE is necessary;
 - v. 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.
 - f) CONTRACTOR shall furnish a certificate of insurance to the undersigned State representative prior to commencement of this agreement. All endorsements shall be provided as soon as practicable.
 - g) Failure to provide insurance as required in this agreement is a material breach of Contract entitling STATE to terminate this agreement immediately.
 - h) CONTRACTOR shall provide at least 30-day notice of any cancellation or material change to the policies or endorsements. CONTRACTOR shall provide on an ongoing basis, current certificates of

insurance during the term of the Contract. A renewal certificate will be provided 10 days prior to coverage expiration.

SAFETY REQUIREMENTS

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, CONTRACTOR shall provide, inspect and maintain all safeguards, safety devices, protective equipment, safety programs and other needed actions CONTRACTOR determines necessary to reasonably protect the life, health and property of CONTRACTOR, subcontractors, STATE, the public and each of the employees, officers, assigns and agents of CONTRACTOR, subcontractors and STATE, in connection with the performance of work resulting from or arising out of the Contract.

CONTRACTOR shall have a written safety program to be used as guidelines and direction for CONTRACTOR's and subcontractor's 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) 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) Safety orientation program including first aid, medical attention, emergency facilities, fire protection and prevention, housekeeping, illumination, sanitation, personal protective equipment, and occupational noise exposure.
- 6) Safety training program including safety "toolbox" meetings and other systems for ongoing training and also including training for employees on the recognition, avoidance and prevention of unsafe conditions.

A copy of the written safety program must be provided to STATE.

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

WORKS FOR HIRE

CONTRACTOR acknowledges that all work(s) under this Contract is "work(s) for hire" within the meaning of the United States Copyright Act (Title 17 United States Code) and hereby assigns to STATE all rights and interests CONTRACTOR may have in the work(s) it prepares under this Contract, including any right to derivative use of the work(s). All materials developed by CONTRACTOR in performance of this Contract for STATE must be the sole property of STATE, and CONTRACTOR hereby assigns and transfers all its right, title, and interest therein to STATE. CONTRACTOR shall execute all necessary documents to enable STATE to protect STATE's 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 PRODUCT

All work product, equipment or materials created for STATE or purchased for STATE under this Contract belong to STATE and must be immediately delivered to STATE at STATE's request upon termination of this Contract.

NOTICE

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

STATE:	CONTRACTOR:
Steven Kahl, Executive Director	Beth Kalisiak, Owner
Public Service Commission	Young Gun Construction LLC
600 E. Boulevard Avenue	10609 South Cave Road
Department 408	Ludlow, SD 57755
Bismarck, ND 58505-0480	

Notice provided under this provision does not meet the notice requirements for monetary claims against STATE found at N.D.C.C. § 32-12.2-04.

CONFIDENTIALITY

CONTRACTOR shall not use or disclose any information it receives from STATE under this Contract that 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 STATE. STATE agrees not to disclose any information it receives from CONTRACTOR that CONTRACTOR has previously identified as confidential and that 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. ch. 44-04. The duty of 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.

COMPLIANCE WITH PUBLIC RECORDS LAWS

CONTRACTOR understands that, in accordance with this Contract's confidentiality clause, STATE shall disclose to the public upon request any records STATE receives from CONTRACTOR. CONTRACTOR further understands that any records obtained or generated by CONTRACTOR under this Contract, except for records that are confidential under this Contract, may, under certain circumstances, be open to the public upon request under the North Dakota public records law. CONTRACTOR agrees to contact STATE promptly upon receiving a request for information under the public records law and to comply with STATE's instructions on how to respond to the request.

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. CONTRACTOR retains sole and absolute discretion in the manner and means of carrying out CONTRACTOR's activities and responsibilities under this Contract, except to the extent specified in the Contract.

ASSIGNMENT AND SUBCONTRACTS

CONTRACTOR may not assign or otherwise transfer or delegate any right or duty without STATE's express written consent, provided, however, that CONTRACTOR may assign its rights and obligations hereunder in the event of a change of control or sale of all or substantially all of its assets related to this Contract, whether by merger, reorganization, operation of law, or otherwise. Should Assignee be a business or entity with whom STATE is prohibited from conducting business, STATE shall have the right to terminate without cause. CONTRACTOR may enter into subcontracts provided that any subcontract acknowledges the binding nature of this Contract and incorporates this Contract, including any attachments. CONTRACTOR is solely responsible for the performance of any subcontractor with whom CONTRACTOR contracts. CONTRACTOR does not have authority to contract for or incur obligations on behalf of STATE.

SPOILIATION – PRESERVATION OF EVIDENCE

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 STATE the opportunity to review and inspect the evidence, including the scene of an accident.

MERGER AND MODIFICATION, CONFLICT IN DOCUMENTS

This Contract, including the following documents, 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.

Notwithstanding anything herein to the contrary, in the event of any inconsistency or conflict among the documents making up this Contract, the documents must control in this order of precedence:

- 1) The terms of this Contract as may be amended.
- 2) State's Solicitation: Request for Proposals 408.21.04.007 2021 South Sinkhole Filling AML Project.
- 3) Contractor's RFP Response.
- 4) Standard Specifications for AML Reclamation Projects.

SEVERABILITY

If any term of this Contract is declared to be illegal or unenforceable by a court having competent jurisdiction, the validity of the remaining terms is unaffected, 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.

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 adjudicated exclusively in the state 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*.

DISPUTES

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

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

CONTRACTOR will be afforded an opportunity to be heard and to offer evidence in support of an appeal. Pending final decision of a dispute, CONTRACTOR shall proceed diligently with the performance of the Contract and in accordance with the decision of STATE.

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. STATE does not waive any right to a jury trial.

ATTORNEY FEES AND COSTS

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

NONDISCRIMINATION AND COMPLIANCE WITH LAWS

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.

CONTRACTOR agrees to comply with all laws, rules, and policies, including those relating to non-discrimination, accessibility and civil rights. (See N.D.C.C. Title 34—Labor and Employment, specifically N.D.C.C. § 34-06.1 Equal Pay for Men and Women). CONTRACTOR agrees to timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including 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.

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 CONTRACTOR. CONTRACTOR will include this clause in all agreements and Contracts. CONTRACTOR's failure to comply with this section may be deemed a material breach by CONTRACTOR entitling STATE to terminate in accordance with the Termination for Cause section of this Contract.

MONITORING, EVALUATION AND AUDIT

All records, regardless of physical form, and the accounting practices and procedures of CONTRACTOR relevant to this Contract are subject to examination by the North Dakota State Auditor, the Auditor's designee or Federal auditors if required. CONTRACTOR shall maintain all of these records for at least four (4) years following completion of this Contract and be able to provide them at any reasonable time. STATE, State Auditor, or Auditor's designee shall provide reasonable notice to CONTRACTOR prior to conducting examination. Records must be retained beyond four years if audit findings have not been resolved.

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

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 CONTRACTOR will be allowed, nor shall CONTRACTOR do any work or furnish any material not covered by the Contract, unless such work is ordered in writing by STATE.

TIME KEEPING PROCEDURES

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 must also be prepared.

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.

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.

WORK WEEK

CONTRACTOR shall work a standard 5-day work week (Monday-Friday) restricted to daylight hours. A request for a variance to the work schedule must be made in writing to STATE at least 2 days in advance of the start

of the variance. This notice requirement does not apply to work stoppage caused by adverse weather or equipment breakdowns. State and federal holidays will be observed.

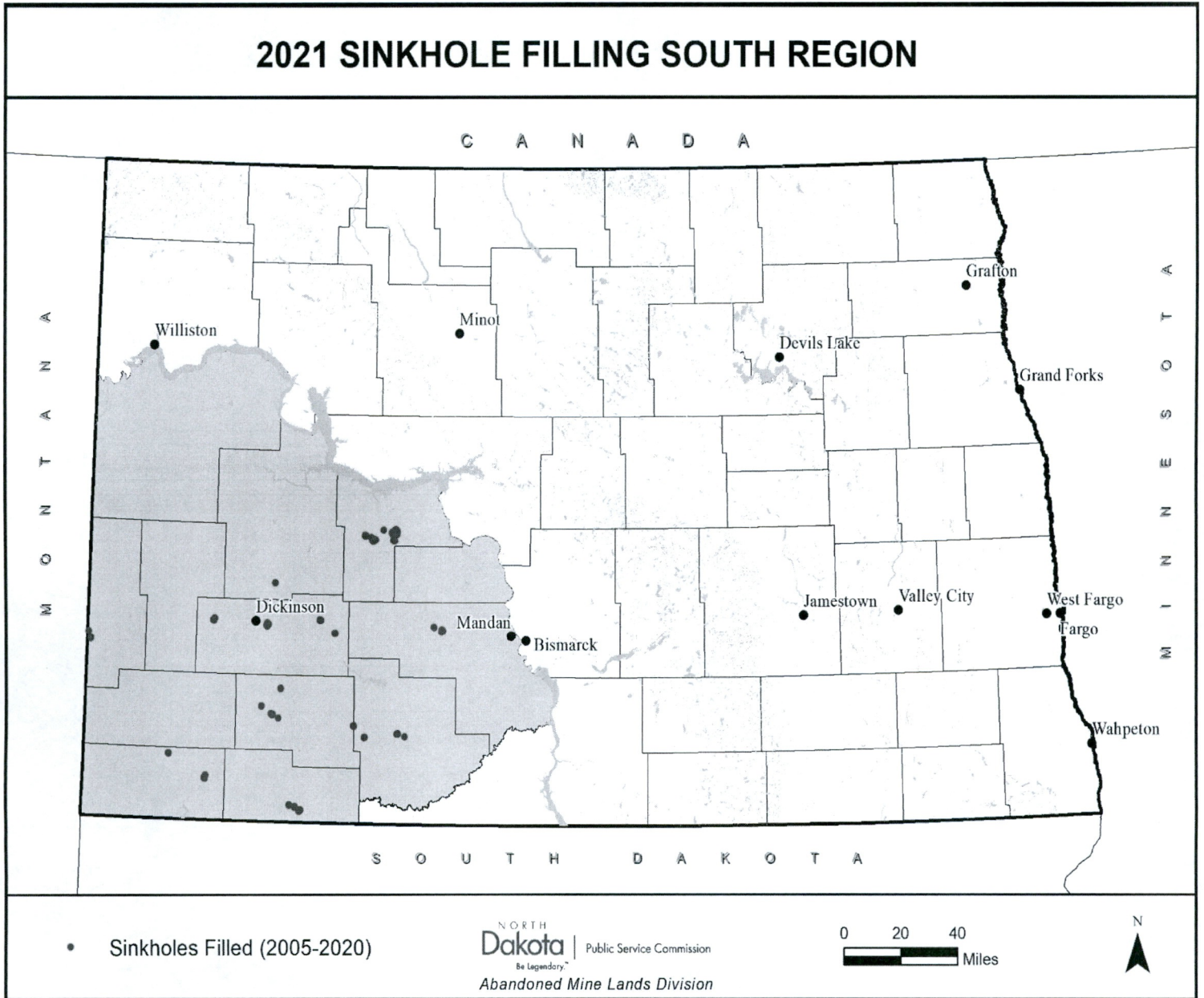
EFFECTIVENESS OF CONTRACT

This Contract is not effective until fully executed by both parties. If no start date is specified in the Term of Contract, the most recent date of the signatures of the parties shall be deemed the Effective Date.

LEGAL AUTHORITY

CONTRACTOR assures that it possesses legal authority to participate in this Contract.

1.01 Project Location Map



**2021 AML Contract Review Form South
Sinkhole Filling Project**

**Contractor: Young Gun Construction,
LLC**

2 signed contracts	Two	✓
ND State Procurement check	Registered	✓
System for Award Management (Federal)	Inactive: (003765902)	✓
Organizational Family Tree (OFT)	None: not in system	✓
AML Contractor Form	Included	✓
AVS Query (OSM)	No Records	✓
Payment Bond	NA	
Performance Bond	NA	
Power of Attorney (Performance Bond)	NA	
Bonding Company Name	NA	
Bonding Company ND Status (Insurance)	NA	
Certificate of Liability Insurance	Included	✓
Insurer	EMC Property & Casualty Company	✓
Insurer Status	Active	✓
Secondary Insurer	Employers Mutual Casualty	✓
Insurer Status	Active	✓
Tertiary Insurer	Progressive Commercial (Auto)	✓
Insurer Status	Active	✓
Pollution Liability Insurer	NA	
Status	NA	
Cancellation/Non-renewal Named	ND PSC Included	✓
Endorsements		
Additional Insured	Blanket Additional Insured	✓
Waiver of Subrogation	Blanket Waiver of Subrogation	✓
Insurance Coverage Limits		
Commercial General Liability Limits	\$1,000,000/\$3,000,000	✓
Automobile	\$1,000,000	✓
Workers Comp/Employer Liability	\$1,000,000	✓
Pollution	NA	
Copy of Contractor's License	Class B: 41760 Valid to March, 2022	✓
Copy of Tax Clearance Letter	Expires December 31,2021	✓
Federal Tax Payer ID	Included	
State Tax Payer ID	NA	
OUT OF STATE		
Registration with Secretary of State	Included	✓
WSI Cert of Payment or Commercial General Liability		

State of North Dakota SECRETARY OF STATE



Certificate of Good Standing of YOUNG GUN CONSTRUCTION, LLC

SOS Control ID#: 0000106929

Certificate #: 019875834

The undersigned, as Secretary of State of the state of North Dakota, hereby certifies that, according to the records of this office,

YOUNG GUN CONSTRUCTION, LLC

a Limited Liability Company - Business - Foreign was formed under the laws of SOUTH DAKOTA and filed with this office effective May 26, 2011. This entity has, as of the date set forth below, complied with all applicable North Dakota laws.

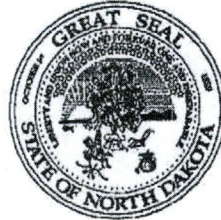
ACCORDINGLY, the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Good Standing.

DATE: March 18, 2021

A handwritten signature in cursive script, reading "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

State of North Dakota SECRETARY OF STATE



CONTRACTOR LICENSE

NO: 000041760

CLASS: B

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **YOUNG GUN CONSTRUCTION, LLC** whose address is in LUDLOW, SD, has filed in this office proper documents for a Contractor License valid until March 1, 2022, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

YOUNG GUN CONSTRUCTION, LLC is entitled to bid on and accept contracts as authorized by law under this license provided that any single contract project may not exceed \$500,000 in value.

Dated: January 14, 2021

A handwritten signature in cursive script, reading "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State



0005403359



CONTRACTOR LICENSE RENEWAL
SECRETARY OF STATE
(See SFN 12011)

For Office Use Only
-FILED-
SOS Control ID#: 0002857589
Date Filed: 1/14/2021

FILING FEE:

- Class A
 - Renewal through March 1: \$90
 - Renewal March 2 through June 1: \$140
 - Application for different class: \$450
- Class B
 - Renewal through March 1: \$60
 - Renewal March 2 through June 1: \$110
 - Application for different class: \$300
- Class C
 - Renewal through March 1: \$45
 - Renewal March 2 through June 1: \$95
 - Application for different class: \$225
- Class D
 - Renewal through March 1: \$30
 - Renewal March 2 through June 1: \$80
 - Application for different class: \$100

Contractor License Information 000041760 YOUNG GUN CONSTRUCTION, LLC			
Contractor Mailing Address 10544 TUFTE RD LUDLOW, SD 57755-5014			
Contractor Telephone Number (701) 523-1289			
Current Class of License Class B			
Applying for a Different Class of License Would the applicant like to apply for a different class of license? No			
Tax and Use Permit Does the applicant have a North Dakota Sales and Use Tax Permit? No			
Work Completed			
Name of Company or Individual	Location in North Dakota	Type of Work Completed	Value of Work Completed
Scott Shear	Bowman, ND	New Building	\$155,800.00
Senn Properties	Bowman, ND	New Building	\$42,350.00
Scott Martian	Bowman, ND	New Building	\$35,000.00
Information Disclosure			
1. Has the applicant ever had a license denied, suspended, or revoked?		No	
2. Has any officer associated with the business had a license denied, suspended, or revoked?		No	
3. Has any partner associated with the business had a license denied, suspended, or revoked?		No	

B0346-1554 01/11/2021 Received by ND Secretary of State Alvin A. Jaeger



4. Has any entity with which the applicant, officers, or partners have any interest in or are associated had a license denied, suspended, or revoked?	No
5. Has the applicant or a corporation, limited liability company, or partnership of which the applicant is or was an officer or partner, been charged with a civil lawsuit in which fraud or misrepresentation was charged or alleged?	No
6. Has the applicant or a corporation, limited liability company, or partnership of which the applicant is or was an officer or partner, been involved in or initiated any bankruptcy or insolvency proceedings during the past five years?	No
7. Are there any judgments, arbitration awards, mechanics liens, or federal or state tax liens against the applicant or a corporation, limited liability company, or partnership of which the applicant is an officer or partner, in North Dakota or elsewhere?	No
8. Has the applicant, or officers or partners of the applicant, been charged with or convicted of a felony or misdemeanor within the last five years?	No
Liability Insurance Name of insurance provider: Western Frontier Policy number: ██████████ Effective date: 06/01/2019 Expiration date: 06/01/2021	
Workforce Safety & Insurance Did the applicant have any employees in North Dakota during this reporting period?	
Certification <input checked="" type="checkbox"/> All payroll taxes, including North Dakota income tax, workforce safety and insurance premiums, and unemployment insurance premiums have been paid at the time of renewal.	
Signature <input checked="" type="checkbox"/> I, the undersigned, have read this Contractor License Renewal and believe the statements contained within to be true. I understand that if I make a false statement, I may be subject to criminal penalties. North Dakota Century Code Section 43-07-19 states every applicant who is not a resident of the state of North Dakota, by signing and filing the license renewal, appoints the Secretary of State as the applicant's true and lawful agent upon whom may be served all lawful process in any action or proceeding against such nonresident contractor.	
<i>Hunter Kalisiak</i> Sign Here	<u>01/11/2021</u> Date



STATE OF NORTH DAKOTA

Alvin A. Jaeger

Secretary of State

600 E Boulevard Avenue Dept 108
Bismarck, ND 58505-0500

Beth Kalisiak
10544 TUFTE ROAD
LUDLOW, SD 57755

01/11/2021

Receipt Detail

Receipt ID: 2693141

Receipt Total: \$60.00

Item	Description	Check/Ref #	Image ID	Fee	#	Total
Contractor License Renewal	YOUNG GUN CONSTRUCTION, LLC - 0002857589	0005403359		\$60.00	1	\$60.00
Payment - Credit Card (web)	Beth Kalisiak - 10544 Tufte Road, Ludlow, SD 57755	AI0P9F5F7D1D				(\$60.00)
				Balance:		\$0.00



April 27, 2021

Ref: L1502478464
Acct: 5865210-CCT-004

YOUNG GUNS CONSTRUCTION LLC
10609 S CAVE RD
LUDLOW SD 57755-5039

(083) 

North Dakota Contractor’s Tax Clearance – Expires December 31, 2021.

As of the date of this letter, the North Dakota Office of State Tax Commissioner’s records show that the above-named taxpayer does not owe any North Dakota income, sales, use, or gross receipts taxes. This tax clearance does not release the taxpayer from paying any additional income, sales, use, or gross receipts tax that may become due as the result of an audit.

A copy of this Contractor’s Tax Clearance may be required to be filed with the North Dakota Secretary of State for contractor licensing purposes. If you enter into a contract with a state or local governmental agency or board, a copy of this Tax Clearance must be provided to that entity.

This is the only copy of the North Dakota Tax Clearance that will be issued and should be retained in your files. It is recommended that you make multiple copies of this document.

Stephen Horgan
Supervisor, Tax Registration

Please Note: If You Are No Longer Doing Business In North Dakota, indicate in the space below the date you ceased operations in this state, sign and date, ***make a copy for your records***, and return this document to our office.

Date Operations Ceased
In North Dakota

Signature

Date



CERTIFICATE OF LIABILITY INSURANCE

RECEIVED
DATE (MM/DD/YYYY)
06/03/2021
NORTH DAKOTA
PUBLIC SERVICE COMMISSION

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 of 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 Western Frontier Insurance Agency 105 South Main Street, PO Box 184 Bowman ND 58623-0184	CONTACT NAME:		PHONE (A/C, No, Ext): 701-523-4333		FAX (A/C, No): 701-523-4331
	E-MAIL ADDRESS: wflath@westernfrontierins.com				
INSURED Young Gun Construction, LLC Hunter Kalisiak 10544 Tufte Road Ludlow SD 57755	INSURER(S) AFFORDING COVERAGE				NAIC #
	INSURER A: Emc Prop & Cas Ins Co				25186
	INSURER B: Employers Mutual Casualty				21415
	INSURER C:				
	INSURER D:				
	INSURER E:				

COVERAGES CERTIFICATE NUMBER: 20210603104637328 REVISION NUMBER:

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	Y	Y	4D34046	06/01/2021	06/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						OCCUR CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Y	4H34046	06/01/2021	06/01/2022 PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER State of North Dakota Public Service Commission Stae Capitol - 12th Floor Bismarck ND 58508-0480	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
---	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY ELITE EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended to include the following clarifications and extensions of coverage. The provisions of the Coverage Form apply unless modified by endorsement.

A. EXPECTED OR INTENDED INJURY

Section I – Coverage A, Exclusion a. is amended as follows:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of an insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

B. NON-OWNED WATERCRAFT

Section I – Coverage A, Exclusion g.(2) is amended as follows:

- (2) A watercraft you do not own that is:
 - (a) Less than 60 feet long; and
 - (b) Not being used to carry person(s) or property for a charge;

C. EXTENDED PROPERTY DAMAGE COVERAGE

Section I – Coverage A, Exclusions j.(3) and (4) is amended to add the following:

Paragraphs (3) and (4) of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

SCHEDULE	
Limits Of Insurance	Deductible
\$5,000 Each Occurrence	\$250 Per Claim
\$10,000 Annual Aggregate	

- a. The each occurrence limit listed above is the most we will pay for all damages because of "property damage" to property in the care, custody and control of or property loaned to an insured as the result of any one "occurrence", regardless of the number of:
 - (1) insureds;
 - (2) claims made or "suits" brought;
 - (3) persons or organizations making claims or bringing "suits".

The aggregate limit listed above is the most we will pay for all damages because of "property damage" to property in the care custody and control of or property loaned to an insured during the policy period.

Any payment we make for damages because of "property damage" to property in the care, custody and control of or property loaned to an insured will apply against the General Aggregate Limit shown in the declarations.

- b. Our obligation to pay damages on your behalf applies only to the amount of damages in excess of the deductible amount listed above. We may pay any part or all of the deductible amount listed above. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification by us, you will promptly reimburse us for that part of the deductible we paid.
- c. If two or more coverages apply under one "occurrence", only the highest per claim deductible applicable to these coverages will apply.
- d. Insurance provided by this provision is excess over any other insurance, whether primary, excess, contingent or any other basis. Since insurance provided by this endorsement is excess, we will have no duty to defend any claim or "suit" to which insurance provided by this endorsement applies if any other insurer has a duty to defend such a claim or "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

D. PROPERTY DAMAGE – ELEVATORS

Section I – Coverage A.2. Exclusions paragraphs j.(3), j.(4), j.(6) and k. do not apply to use of elevators. This insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured and **Section IV – Commercial General Liability Conditions Paragraph 4. Other Insurance** is changed accordingly.

E. FIRE, LIGHTNING OR EXPLOSION DAMAGE

Except where it is used in the term "hostile fire", the word fire includes fire, lightning or explosion wherever it appears in the Coverage Form.

Under **Section I – Coverage A**, the last paragraph (after the exclusions) is replaced with the following:

Exclusions c. through n. do not apply to damage by fire, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits of Insurance**.

F. MEDICAL PAYMENTS

If **Section I – Coverage C. Medical Payments Coverage** is not otherwise excluded from this Coverage Form:

The requirement, in the Insuring Agreement of Coverage C., that expenses must be incurred and reported to us within **one year** of the accident date is changed to **three years**.

G. SUPPLEMENTARY PAYMENTS

Supplementary Payments – Coverages A and B Paragraphs 1.b. and 1.d. are replaced by the following:

1.b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

H. SUBSIDIARIES AS INSUREDS

Section II – Who Is An Insured is amended to add the following:

1.f. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, insured does not include any subsidiary that is an insured under any other general liability policy, or would have been an insured under such a policy but for termination of that policy or the exhaustion of that policy's limits of liability.

I. BLANKET ADDITIONAL INSUREDS – AS REQUIRED BY CONTRACT

1. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) subject to provisions in Paragraph 2. below, (hereinafter referred to as additional insured) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy provided that the written contract or agreement is:

- a. Currently in effect or becomes effective during the policy period; and
- b. Executed prior to an "occurrence" or offense to which this insurance would apply.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and
- c. Applies only if the person or organization is not specifically named as an additional insured under any other provision of, or endorsement added to, **Section II – Who Is An Insured** of this policy.

2. As provided herein, the insurance coverage provided to such additional insureds is limited to:

- a. Any Controlling Interest, but only with respect to their liability arising out of their financial control of you; or premises they own, maintain, or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- b. Any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations.

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.



**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
-----------	-------	------

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
-----------	-------	------

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)

<p><i>When suppliers are needed we will follow our affirmative action program and seek out and consider minority or Women-owned Business Enterprises.</i></p>

Signed By <i>Beth A. Kalosiak</i>	Title <i>Owner</i>	Date <i>6/18/21</i>
-----------------------------------	--------------------	---------------------

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 <i>Beth A Kalorach</i>	Title <i>Owner</i>	Date <i>6/18/21</i>
-------------------------------------	-----------------------	------------------------

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
-----------	-------	------

WESTERN FRONTIER INS
PO BOX 184
BOWMAN, ND 58623

PROGRESSIVE
COMMERCIAL

RECEIVED
JUN 17 2021

NORTH DAKOTA
PUBLIC SERVICE COMMISSION

THE ST OF ND PUBL
ST CAPITAL 12TH
BISMARK, ND 58505

Policy number: 06196500-4

Underwritten by:
United Financial Casualty Company
Insured:
YOUNG GUN CONSTRUCTION
June 10, 2021
Policy Period: Jun 1, 2021 - Jun 1, 2022

Mailing Address

United Financial Casualty Company
PO Box 94739
Cleveland, OH 44101

Additional insured endorsement

Name of Person or Organization

THE ST OF ND PUBL
ST CAPITAL 12TH
BISMARK, ND 58505

The person or organization named above is an **insured** with respect to such liability coverage as is afforded by the policy, but this insurance applies to said **insured** only as a person liable for the conduct of another **insured** and then only to the extent of that liability. **We** also agree with **you** that insurance provided by this endorsement will be primary for any power unit specifically described on the **Declarations Page**.

Limit of Liability

Bodily Injury	Not applicable
Property Damage	Not applicable
Combined Liability	\$1,000,000 each accident

All other terms, limits and provisions of this policy remain unchanged.

This endorsement applies to Policy Number: 06196500-4
Issued to (Name of Insured): YOUNG GUN CONSTRUCTION
LLC

Effective date of endorsement: 06/03/2021

Policy expiration date: 06/01/2022

Form 1198 (01/04)

1-800-444-4487

For customer service, 24 hours a day,
7 days a week

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ENERGIE STRANICE S OMIKROBOMI
KOLEN DUKOV

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B E C I A E D

ENERGIE STRANICE S OMIKROBOMI
KOLEN DUKOV


ENERGIE STRANICE S OMIKROBOMI
KOLEN DUKOV

Policy number: 06196500-4

Underwritten by:
United Financial Casualty Co. 
Insured:
YOUNG GUN CONSTRUCTION LLC
June 3, 2021

Policy Period: 06/01/2021 - 06/01/2022

Mailing Address

United Financial Casualty Co. 
PO Box 94739
Cleveland, OH 44101

Additional insured endorsement

Name of Person or Organization

THE STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION
STATE CAPITOL-17TH FLOOR
BISMARCK, ND 58505-0480

The person or organization named above is an **insured** with respect to such liability coverage as is afforded by the policy, but this insurance applies to said **insured** only as a person liable for the conduct of another **insured** and then only to the extent of that liability. **We** also agree with you that insurance provided by this endorsement will be primary for any power unit specifically described on the **Declarations Page**.

Limit of Liability

Bodily Injury	each person/	each accident
Property Damage		each accident
Combined Liability	\$1,000,000	each accident

All other terms, limits and provisions of this policy remain unchanged.

This endorsement applies to Policy Number: 06196500-4

Issued to (Name of Insured): YOUNG GUN CONSTRUCTION LLC

Effective date of endorsement: 06/03/2022 Policy expiration date: 06/01/2022

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

- c. Any manager or lessor of a premises leased to you, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
- d. Any state or governmental agency or subdivision or political subdivision, subject to the following:
- (1) This insurance applies only with respect to the following hazards for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
 - (b) The construction, erection or removal of elevators; or
 - (c) The ownership, maintenance or use of any elevators covered by this insurance.
 - (2) This insurance applies only with respect to operations performed by you or on your behalf for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".
- e. Any vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

With respect to the insurance afforded to these vendors, the following additional exclusions apply:

- (1) The insurance afforded any vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which any vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that any vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by any vendor;
 - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e) Any failure to make such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at any vendor's premises in connection with the sale of the product;
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for any vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of any vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or
- (ii) Such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

f. Any Mortgagee, Assignee Or Receiver, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

g. Any Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

(1) This insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to lease that land; or
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

h. Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

i. Any Owners, Lessees, or Contractors for whom you are performing operations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

(2) "Bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- j. Any Grantor of Licenses to you, but only with respect to their liability as grantor of licenses to you.
- Their status as additional insured under this endorsement ends when:
1. The license granted to you by such person(s) or organization(s) expires; or
 2. Your license is terminated or revoked by such person(s) or organization(s) prior to expiration of the license as stipulated by the contract or agreement.
- k. Any Grantor of Franchise, but only with respect to their liability as grantor of a franchise to you.
- l. Any Co-owner of Insured Premises, but only with respect to their liability as co-owner of any insured premises.
- m. Any Concessionaires Trading Under Your Name, but only with respect to their liability as a concessionaire trading under your name.
3. Any insurance provided to any additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or its agents, "employees" or any other representative of the additional insured.
4. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits of Insurance:**
- If coverage provided to any additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
- a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

J. COVERAGE FOR INJURY TO CO-EMPLOYEES AND/OR YOUR OTHER VOLUNTEER WORKERS

Section II – Who is an Insured, Paragraph 2.a. (1) is amended to add the following:

- e. Paragraphs (a), (b), and (c) do not apply to your "employees" or "volunteer workers" with respect to "bodily injury" to a co-"employee" or other "volunteer worker".

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

K. HEALTH CARE SERVICE PROFESSIONALS AS INSUREDS - INCIDENTAL MALPRACTICE

Section II – Who is an Insured, Paragraph 2.a. (1) (d) is amended as follows:

This provision does not apply to Nurses, Emergency Medical Technicians, or Paramedics who provide professional health care services on your behalf.

However this exception does not apply if you are in the business or occupation of providing any such professional services.

L. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Who Is An Insured, Paragraph 3.a. is replaced by the following:

- 3.a. Coverage under this provision is afforded until the end of the policy period.

This provision does not apply if newly formed or acquired organizations coverage is excluded either by the provisions of the Coverage Form or by endorsements.

M. DAMAGE TO PREMISES RENTED TO YOU

Section III – Limits of Insurance, Paragraph 6. is replaced by the following:

Subject to 5.a. above, the Damage To Premises Rented To You Limit, or \$500,000, whichever is higher, is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, smoke or leakage from automatic protection systems, while rented to you or temporarily occupied by you with permission of the owner.

N. MEDICAL PAYMENTS – INCREASED LIMITS

Section III – Limits of Insurance, Paragraph 7. is replaced by the following:

- 7. Subject to Paragraph 5. above, \$10,000 is the Medical Expense Limit we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, unless the amount shown on the Declarations of this Coverage Part for Medical Expense Limit states:

- (a) No Coverage; or
- (b) \$1,000; or
- (c) \$5,000; or
- (d) A limit higher than \$10,000.

O. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Section IV – Commercial General Liability Conditions Paragraph 2. is amended to add the following:

- e. The requirement in Condition 2.a. that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim, applies only when the "occurrence" or offense is known to:
 - (1) You, if you are an individual or a limited liability company;
 - (2) A partner, if you are a partnership;
 - (3) A member or manager, if you are a limited liability company;
 - (4) An "executive officer" or insurance manager, if you are a corporation; or
 - (5) A trustee, if you are a trust.
- f. The requirement in Condition 2.b. that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:
 - (1) You, if you are an individual or a limited liability company;
 - (2) A partner, if you are a partnership;
 - (3) A member or manager, if you are a limited liability company;
 - (4) An "executive officer" or insurance manager, if you are a corporation; or
 - (5) A trustee, if you are a trust.

P. PRIMARY AND NONCONTRIBUTORY – ADDITIONAL INSURED EXTENSION

Section IV – Commercial General Liability Conditions Paragraph 4. Other Insurance is amended to add the following:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured. However, if the additional insured has been added as an additional insured on other policies, whether primary, excess, contingent or on any other basis, this insurance is excess over any other insurance regardless of the written agreement between you and an additional insured.

Q. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Commercial General Liability Conditions Paragraph 6. Representations is amended to add the following:

If you unintentionally fail to disclose any exposures existing at the inception date of your policy, we will not deny coverage under the Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

This provision does not apply to any known injury or damage which is excluded under any other provision of this policy.

R. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Section IV – Commercial General Liability Condition Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us is amended to add the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

- 1. Your ongoing operations; or
- 2. "Your work" included in the "products-completed operations hazard".

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

- 1. Is in effect or becomes effective during the term of this policy; and
- 2. Was executed prior to loss.

S. MENTAL ANGUISH

Section V – Definition 3. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

T. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

WESTERN FRONTIER INS
PO BOX 184
BOWMAN, ND 58623
1-701-523-4333

PROGRESSIVE
COMMERCIAL

Policy number: 06196500-4

Underwritten by
United Financial Casualty Company
June 3, 2021
Page 1 of 3

Certificate of Insurance

Certificate Holder

Additional Insured
THE STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION
STATE CAPITOL-12TH FLOOR
BISMARCK, ND 58505

Insured

YOUNG GUN CONSTRUCTION
LLC
10544 TUFTE ROAD
LUDLOW, SD 57755

Agent/Surplus Lines Broker

WESTERN FRONTIER INS
PO BOX 184
BOWMAN, ND 58623

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: Jun 1, 2021

Policy Expiration Date: Jun 1, 2022

Insurance coverage(s)

Limits

Bodily Injury/Property Damage	\$1,000,000 Combined Single Limit
Uninsured Motorist Bodily Injury	\$1,000,000 Combined Single Limit

Description of Location/Vehicles/Special Items

Scheduled autos only

2004 DODGE RAM 2500 3D7KU28C14G109104	
Medical Payments	\$5,000
Comprehensive	\$1,000 Ded
Collision	\$1,000 Ded
2010 PJ TRAILER 4P5F8262XA1144941	
Comprehensive	\$1,000 Ded
Collision	\$1,000 Ded
2011 DCT 2130 TRAILER 4GBGF3528B1022949	
Comprehensive	\$1,000 Ded
Collision	\$1,000 Ded
2015 HILLSBORO TRAILER 1TH3A62A8F1027323	
Comprehensive	\$1,000 Ded
Collision	\$1,000 Ded
2015 CHEVROLET SILVERADO C3500 1GC4KYC87FF559398	

Medical Payments	\$5,000
Comprehensive	\$1,000 Ded
Collision	\$1,000 Ded
.....	
2016 CHEVROLET SILVERADO C3500 1G4KZC80GF298283	
Medical Payments	\$5,000
Comprehensive	\$1,000 Ded
Collision	\$1,000 Ded
.....	
1998 PTRB 379 1XP5DB9X5WN451103	
Medical Payments	\$5,000
Comprehensive	\$1,000 Ded
Collision	\$1,000 Ded
.....	
2018 CHEVROLET SILVERADO C3500 1G4K0CY4JF175136	
Medical Payments	\$5,000
Comprehensive	\$1,000 Ded
Collision	\$1,000 Ded
.....	
2005 CHEVROLET SILVERADO C1500 1GCEK19Z45Z345347	
Medical Payments	\$5,000
Comprehensive	\$1,000 Ded
Collision	\$1,000 Ded
.....	
1991 RED RIVER TRAILER 1R9BD4230M1051005	
Comprehensive	\$1,000 Ded
Collision	\$1,000 Ded
.....	
1993 CLEMENT TRAILER 1C9BB3411LM110093	
Comprehensive	\$1,000 Ded
Collision	\$1,000 Ded
.....	
1990 FRUEHAUF TRAILER 1H4T0422XML009309	
Comprehensive	\$1,000 Ded
Collision	\$1,000 Ded
.....	
2014 HAULMARK TRAILER 575PB1424EH255107	
.....	
2001 STRG LT9 2FZMAZAS91AJ97830	
Medical Payments	\$5,000
Comprehensive	\$1,000 Ded
Collision	\$1,000 Ded
.....	
1986 KW W90 1XKWD29X4GJ336849	
Medical Payments	\$5,000
Comprehensive	\$1,000 Ded
Collision	\$1,000 Ded
.....	
1991 RED RIVER TRAILER 1R9BD4236M1051008	
Comprehensive	\$1,000 Ded
Collision	\$1,000 Ded
.....	
2019 RAM RAM 3500 3C63RRGL6KG700800	
Medical Payments	\$5,000
Comprehensive	\$1,000 Ded
Collision	\$1,000 Ded
.....	
2004 FRHT FLD 1FVHALCK14DN4XXXX	
Medical Payments	\$5,000
Comprehensive	\$1,000 Ded
Collision	\$1,000 Ded
.....	
2008 FORD F350 1FTWW31R08EE01893	
.....	
2011 CHEVROLET SILVERADO C1500 1GCPKSE36BF172976	
.....	
1993 WITZOE TRAILER 1W9A11E30P5061392	

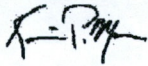
Comprehensive	\$1,000 Ded
Collision	\$1,000 Ded
.....	
2017 CHEVROLET SILVERADO C3500 1GC4KZCY7HF148852	
Comprehensive	\$1,000 Ded
Collision	\$1,000 Ded
.....	
2005 KW T80 1XKDD48X95R089931	
Medical Payments	\$5,000
.....	
2004 INTL 59I 1HTXRAPT4J089993	
Medical Payments	\$5,000
.....	
2006 FRHT COL 1FUJA6CV46LX23863	
Medical Payments	\$5,000
.....	
2004 FRHT 16M 1FVHCYCS 14HN12609	
Medical Payments	\$5,000
Comprehensive	\$1,000 Ded
Collision	\$1,000 Ded
.....	
1999 KW W90 1XKWD69X0XJ799546	
Comprehensive	\$1,000 Ded
Collision	\$1,000 Ded

This policy includes a Waiver of Subrogation for THE STATE OF NORTH DAKOTA.

Certificate number

15421A13500

Please be advised that additional insureds and loss payees will be notified in the event of a mid-term cancellation.



WAIVER OF SUBROGATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

Commercial Auto Policy
Motor Truck Cargo Legal Liability Coverage Endorsement
Commercial General Liability Coverage Endorsement

We agree to waive any and all subrogation claims against the person or organization designated below except for losses that are due in whole or part to the negligence or errors and omissions of the designated person or organization.

THE STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION
STATE CAPITOL-12TH FLOOR
BISMARCK, ND 58505-0480

This endorsement applies to Policy Number: 06196500-4

Issued to: YOUNG GUN CONSTRUCTION LLC

Endorsement Effective: 06/03/2021

Expiration: 06/01/2022

All other terms, limits and provisions of this policy remain unchanged.

Entity Evaluation

There were no violations retrieved by the system

Entity Number: 264359

Entity Name: Young Gun Construction LLC

Date of Request: 6/14/2021 4:28:18 PM

Requestor: Lillian.Pickens

CAUTION: The Applicant/Violator System (AVS) is an informational database. Permit eligibility determinations are made by the regulatory authority with jurisdiction over the permit application not by the AVS. Results which display outstanding violations may not include critical information about settlements or other conditions that affect permit eligibility. Consult the AVS Office at 800-643-9748 for verification of information prior to making decisions on these results.

Violation Type	Violation Number	Violation Entities	Permit Number	Permitted State	Violation Status	Violation Date
----------------	------------------	--------------------	---------------	-----------------	------------------	----------------

Evaluation OFT

Entities: 3

264359 Young Gun Construction LLC - ()
 ---264360 Beth Kalisiak - (Member)
 ---264360 Beth Kalisiak - (President)
 ---264361 Hunter Kalisiak - (Member)
 ---264361 Hunter Kalisiak - (Vice President)

Narrative

ABANDONED MINE LANDS (AML) CONTRACTOR INFORMATION FORM

You must complete this form for your AML contracting officer to request an eligibility evaluation from the Office of Surface Mining Reclamation and Enforcement (OSMRE) to determine if you are eligible to receive an AML contract. This requirement applies to contractors and their sub-contractors and can be found under OSMRE's regulations at 30 CFR 874.16. **NOTE:** This form must be signed and **dated within 30 days** of submission to be considered for a current bid.

Part A: General Information

Business Name: Young Gun Construction LLC
Tax ID #: 45-0908916
Address: 10609 South Cave Road
City, State, & Zip: Ludlow, SD 57755
Phone Number: 425-283-2805
Email Address: younggunconstructionllc@gmail.com

Part B: Obtain an Organizational Family Tree (OFT) from the Applicant Violator System (AVS)

If you plan to certify the existing AVS information or submit updates under Part C, you must include an OFT. To obtain an OFT, you may contact the AVS Office at 800-643-9748 or from the AVS website at: <https://avss.osmre.gov/>. Instructions for how to download an OFT from the AVS can be found at: <https://www.osmre.gov/programs/AVS/aml-instructions.pdf>.

Part C: Certifying and updating information in the AVS

Select only one of the following options, follow the instructions for that option, and sign and date below.

I, Beth A Kalisrak, have express authority to certify that:
(Print Name)

- 1. Our business is in the AVS and is accurate, complete, and up-to-date. If you select this option, you must attach an Entity OFT from the AVS to this form. Do not complete Part D.
- 2. Our business is in the AVS but needs to be updated. If you select this option you must attach an Entity OFT from the AVS to this form. Use Part D to provide the missing or corrected information.
- 3. Our business is not in the AVS and needs to be added. Complete Part D.

5/31/21
Date

Beth A Kalisrak
Signature

Owner
Title

Part D: OFT Information

Contractor's Business Name: Young Gun Construction LLC

If the current Entity OFT information for your business is incomplete in the AVS, or if there is no information in the AVS for your business, you must provide all of the following information as it applies to your business. Please include additional copies of this page if the space below is not sufficient to capture all information.

- Every officer (President, Vice President, Secretary, Treasurer, etc.);
- All Directors, Partners, and Members;
- 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;
- Any other person(s) who has the ability to determine the manner in which the AML reclamation project is being conducted.
- **Please list an end date for any person no longer with your business.**

Name: Beth Kalisrak
Address: 10609 S Cave Rd, Ludlow, SD 57755
Begin Date: 1/23/2020
End Date: _____
% Ownership: 51%
Position/Title: President
Phone Number: 425-283-2805

Name: Hunter Kalisrak
Address: 10609 S Cave Rd, Ludlow, SD 57755
Begin Date: 3/1/2011
End Date: _____
% Ownership: 49%
Position/Title: Vice President
Phone Number: 701-523-1289

Name: _____
Address: _____
Begin Date: _____
End Date: _____
% Ownership: _____
Position/Title: _____
Phone Number: _____

Name: _____
Address: _____
Begin Date: _____
End Date: _____
% Ownership: _____
Position/Title: _____
Phone Number: _____

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 current 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 one hour, with an average of 30 minutes per response, including time for reviewing instructions, gather 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, 1849 C Street, NW, Room 4559, Washington, DC 20240.



CERTIFICATE OF LIABILITY INSURANCE

RECEIVED

JUN 11 2021

DATE (MM/DD/YYYY)
06/03/2021

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 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 Western Frontier Insurance Agency 105 South Main Street, PO Box 184 Bowman ND 58623-0184		CONTACT NAME: PHONE (A/C, No, Ext): 701-523-4333 E-MAIL ADDRESS: wfath@westernfrontierins.com FAX (A/C, No): 701-523-4331																						
INSURED Young Gun Construction, LLC Hunter Kalisiak 10544 Tufte Road Ludlow SD 57755		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Emc Prop & Cas Ins Co</td> <td>25186</td> </tr> <tr> <td>INSURER B:</td> <td>Employers Mutual Casualty</td> <td>21415</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Emc Prop & Cas Ins Co	25186	INSURER B:	Employers Mutual Casualty	21415	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER C:																								
INSURER D:																								
INSURER E:																								
INSURER F:																								

COVERAGES **CERTIFICATE NUMBER:** 20210603104637328 **REVISION NUMBER:**

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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	4D34046	06/01/2021	06/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$									
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$									
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$									
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Y	4H34046	06/01/2021	06/01/2022	<table border="1"> <tr> <th>PER STATUTE</th> <th>OTH-ER</th> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 1,000,000</td> </tr> </table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
PER STATUTE	OTH-ER															
E.L. EACH ACCIDENT	\$ 1,000,000															
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000															
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000															

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER State of North Dakota Public Service Commission Stae Capitol - 12th Floor Bismarck ND 58508-0480	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
--	--

WESTERN FRONTIER INS
PO BOX 184
BOWMAN, ND 58623
1-701-523-4333

PROGRESSIVE
COMMERCIAL

Policy number: 06196500-4

Underwritten by
United Financial Casualty Company
June 3, 2021
Page 1 of 3

Certificate of Insurance

Certificate Holder

Additional Insured
THE STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION
STATE CAPITOL-12TH FLOOR
BISMARCK, ND 58505

Insured

YOUNG GUN CONSTRUCTION
LLC
10544 TUFTE ROAD
LUDLOW, SD 57755

Agent/Supplus Lines Broker

WESTERN FRONTIER INS
PO BOX 184
BOWMAN, ND 58623

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: Jun 1, 2021

Policy Expiration Date: Jun 1, 2022

Insurance coverage(s)

Limits

Bodily Injury/Property Damage	\$1,000,000 Combined Single Limit
Uninsured Motorist Bodily Injury	\$1,000,000 Combined Single Limit

Description of Location/Vehicles/Special Items

Scheduled autos only

2004 DODGE RAM 2500 3D7KU28C14G109104	
Medical Payments	\$5,000
Comprehensive	\$1,000 Ded
Collision	\$1,000 Ded
2010 PJ TRAILER 4P5F8262XA1144941	
Comprehensive	\$1,000 Ded
Collision	\$1,000 Ded
2011 DCT 2130 TRAILER 4GBGF3528B1022949	
Comprehensive	\$1,000 Ded
Collision	\$1,000 Ded
2015 HILLSBORO TRAILER 1TH3A62A8F1027323	
Comprehensive	\$1,000 Ded
Collision	\$1,000 Ded
2015 CHEVROLET SILVERADO C3500 1G4K4K87FF559398	

Medical Payments	\$5,000
Comprehensive	\$1,000 Ded
Collision	\$1,000 Ded
.....	
2016 CHEVROLET SILVERADO C3500 1GC4KZC80GF298283	
Medical Payments	\$5,000
Comprehensive	\$1,000 Ded
Collision	\$1,000 Ded
.....	
1998 PTRB 379 1XP5DB9X5WN451103	
Medical Payments	\$5,000
Comprehensive	\$1,000 Ded
Collision	\$1,000 Ded
.....	
2018 CHEVROLET SILVERADO C3500 1GC4K0CY4JF175136	
Medical Payments	\$5,000
Comprehensive	\$1,000 Ded
Collision	\$1,000 Ded
.....	
2005 CHEVROLET SILVERADO C1500 1GCEK19Z45Z345347	
Medical Payments	\$5,000
Comprehensive	\$1,000 Ded
Collision	\$1,000 Ded
.....	
1991 RED RIVER TRAILER 1R9BD4230M1051005	
Comprehensive	\$1,000 Ded
Collision	\$1,000 Ded
.....	
1993 CLEMENT TRAILER 1C9BB3411LM110093	
Comprehensive	\$1,000 Ded
Collision	\$1,000 Ded
.....	
1990 FRUEHAUF TRAILER 1H4T0422XML009309	
Comprehensive	\$1,000 Ded
Collision	\$1,000 Ded
.....	
2014 HAULMARK TRAILER 575PB1424EH255107	
.....	
2001 STRG LT9 2FZMAZAS91AJ97830	
Medical Payments	\$5,000
Comprehensive	\$1,000 Ded
Collision	\$1,000 Ded
.....	
1986 KW W90 1XKWD29X4GJ336849	
Medical Payments	\$5,000
Comprehensive	\$1,000 Ded
Collision	\$1,000 Ded
.....	
1991 RED RIVER TRAILER 1R9BD4236M1051008	
Comprehensive	\$1,000 Ded
Collision	\$1,000 Ded
.....	
2019 RAM RAM 3500 3C63RRGL6KG700800	
Medical Payments	\$5,000
Comprehensive	\$1,000 Ded
Collision	\$1,000 Ded
.....	
2004 FRHT FLD 1FVHALCK14DN4XXXX	
Medical Payments	\$5,000
Comprehensive	\$1,000 Ded
Collision	\$1,000 Ded
.....	
2008 FORD F350 1FTVWW31R08EEO1893	
.....	
2011 CHEVROLET SILVERADO C1500 1GCPKSE36BF172976	
.....	
1993 WITZOE TRAILER 1W9A11E30PS061392	

Policy number: 06196500-4

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Comprehensive	\$1,000 Ded
Collision	\$1,000 Ded
.....	
2017 CHEVROLET SILVERADO C3500 1GC4KZCY7HF148852	
Comprehensive	\$1,000 Ded
Collision	\$1,000 Ded
.....	
2005 KW T80 1XKDD48X95R089931	
Medical Payments	\$5,000
.....	
2004 INTL 59I 1HTXRAPT4J089993	
Medical Payments	\$5,000
.....	
2006 FRHT COL 1FUJA6CV46LX23863	
Medical Payments	\$5,000
.....	
2004 FRHT 16M 1FVHCYCS 14HN 12609	
Medical Payments	\$5,000
Comprehensive	\$1,000 Ded
Collision	\$1,000 Ded
.....	
1999 KW W90 1XKWD69X0XJ799546	
Comprehensive	\$1,000 Ded
Collision	\$1,000 Ded

This policy includes a Waiver of Subrogation for THE STATE OF NORTH DAKOTA.

Certificate number

15421A13500

Please be advised that additional insureds and loss payees will be notified in the event of a mid-term cancellation.



Form 5241 (10/07)

Policy number: 06196500-4

Underwritten by:
United Financial Casualty Co.

Insured:
YOUNG GUN CONSTRUCTION LLC

June 3, 2021

Policy Period: 06/01/2021 - 06/01/2022

Mailing Address

United Financial Casualty Co.
PO Box 94739
Cleveland, OH 44101

Additional insured endorsement

1-800-444-4487

For customer service, 24 hours a day,
7 days a week

Name of Person or Organization

THE STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION
STATE CAPITOL-12TH FLOOR
BISMARCK, ND 58505-0480

The person or organization named above is an **insured** with respect to such liability coverage as is afforded by the policy, but this insurance applies to said **insured** only as a person liable for the conduct of another **insured** and then only to the extent of that liability. We also agree with you that insurance provided by this endorsement will be primary for any power unit specifically described on the **Declarations Page**.

Limit of Liability

Bodily Injury	each person/	each accident
Property Damage		each accident
Combined Liability	\$1,000,000	each accident

All other terms, limits and provisions of this policy remain unchanged.

This endorsement applies to Policy Number: 06196500-4

Issued to (Name of Insured): YOUNG GUN CONSTRUCTION LLC

Effective date of endorsement: 06/03/2022 Policy expiration date: 06/01/2022

WAIVER OF SUBROGATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

Commercial Auto Policy
Motor Truck Cargo Legal Liability Coverage Endorsement
Commercial General Liability Coverage Endorsement

We agree to waive any and all subrogation claims against the person or organization designated below except for losses that are due in whole or part to the negligence or errors and omissions of the designated person or organization.

THE STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION
STATE CAPITOL-12TH FLOOR
BISMARCK, ND 58505-0480

This endorsement applies to Policy Number: 06196500-4

Issued to: YOUNG GUN CONSTRUCTION LLC

Endorsement Effective: 06/03/2021

Expiration: 06/01/2022

All other terms, limits and provisions of this policy remain unchanged.