

CONTRACT

THIS AGREEMENT made this the 30<sup>th</sup> day of October, 2013, by and between SHAW-LUNDQUIST ASSOCIATES, INC. (a corporation organized and existing under the laws of the State of MINNESOTA) (a partnership consisting of \_\_\_\_\_) (an individual trading as \_\_\_\_\_) (Note 1) hereinafter called the "Contractor", and the City of Minot hereinafter called the "Grantee/Local Public Agency."

WITNESSETH, that the Contractor and the Grantee/Local Public Agency for the considerations stated herein mutually agree as follows:

**ARTICLE 1. Statement of Work.** The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the Project; namely, ALL THE CONSTRUCTION ITEMS [Note 2] and required supplemental work for the Construction of Central Parking Structures project, all in strict accordance with the contract documents including all addenda thereto, numbered ONE, dated AUGUST 26, 2013 and \_\_\_\_\_, all as prepared by V3 studios acting and in these contract documents preparation, referred to as the "Architect".

**Special Notes:**

(\$ 5,250,000.00 ).

**ARTICLE 3. The Contract.** The executed contract documents shall consist of the following components:

a. This Agreement	f. General Conditions, Parts I and II
b. Addenda	g. Special Conditions
c. Invitation for Bids	h. Technical Specifications
d. Instructions to Bidders	i. Drawings (as listed in the Schedule of Drawings)
e. Signed Copy of Bid	

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in triplicate original copies on the day and year first above written.

**CITY OF MINOT**

*(Grantee/Local Public Agency)*

By John G. Buley  
Title Major

By John G. Buley  
Title Major

SHAW-LUNDQUIST ASSOCIATES, INC.

(The Contractor)

A CORPORATION [Note 4]

By Thomas Hayes  
Title WILE President

By \_\_\_\_\_

**Special Notes:**

Note 3. The number of copies to be executed by the parties must be stated in the agreement in the space provided. Such additional signed copies shall be prepared as may be required by the surety companies and others. All copies, including conformed copies, shall be compared and checked before distribution.

**Note 4. Supply a description of the Contractor (e.g., proprietorship, partnership, corporation).**

Corporate Certifications

I, Hoyt Hsiao, certify that I am the President & Secretary of the corporation named as Contractor herein; that Thomas J. Moyers who signed this Agreement on behalf of the Contractor, was then Vice President of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Corporate  
Seal



\_\_\_\_\_  
(Corporate Secretary)

**COPY**

PERFORMANCE BOND

Bond No. 09124377

KNOW ALL MEN BY THESE PRESENTS, that we SHAW-LUNDQUIST ASSOCIATES, INC. \_\_\_\_\_, as PRINCIPAL, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND / a corporation duly authorized to act as a surety company in North Dakota \_\_\_\_\_, as SURETY, are jointly and severally held and bound unto the City of Minot, as Obligee, hereinafter called OWNER, in the sum of FIVE MILLION, TWO HUNDRED-FIFTY THOUSAND DOLLARS \_\_\_\_\_ (\$ 5,250,000.00 \_\_\_\_\_), for the payment of which we jointly and severally bind ourselves, our heirs, successors, administrators and assigns, or our successors and assigns, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the PRINCIPAL herein has made and entered into a certain contract with the OWNER, a copy of which is attached hereto, which contract is by this reference made a part hereof, whereby the said PRINCIPAL agrees to perform certain work and to furnish certain materials and to assume obligations, all in accordance with the terms, conditions, requirements, plans and specifications set out in said contract, and

NOW, THEREFORE, if the PRINCIPAL herein shall faithfully and truly observe and comply with the terms, conditions, and provisions of said contract, in all respects, and shall well and truly and fully do and perform all matters and things by him undertaken to be performed under said contract and during a one (1) year guarantee period, upon the terms set forth therein and within the time prescribed therein or as extended as provided therein and during a one (1) year guarantee period, and shall, in all respects perform said contract according to law, then this obligation shall be void; otherwise to remain in full force and effect.

For value received, the SURETY hereby agrees that no change, extension of time, alteration or addition to the terms of the contract or the work to be performed thereunder, or the specifications accompanying the same shall in any way affect its obligations hereunder, and the SURETY expressly waives notice of any such change, extension, alteration, or addition.

Nonpayment of the bond premium will not invalidate this bond nor shall the OWNER be obligated for the payment thereof.

In Witness Whereof, the parties hereto have caused this Bond to be executed in three (3) parts

\_\_\_\_ this 7th day of November, 2013.

PRINCIPAL: SHAW-LUNDQUIST ASSOCIATES, INC. SURETY: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Howard Bergman  
Title Vice President

By Joshua R. Loftis  
Attorney-in-Fact, Joshua R. Loftis

Attest:

John S.  
Secretary

The Attorney-in-fact who executes this bond in behalf of the surety company, must attach a copy of his power-of-attorney as evidence of his authority.

To each executed original of this bond there must be attached a complete set of the "Contract Documents", as the term is defined in the Supplementary Conditions with all corrections, interlineations, signatures, etc., completely reproduced therein.

PAYMENT BOND

Bond Number 09124377

KNOW ALL MEN BY THESE PRESENTS, That SHAW-LUNDQUIST ASSOCIATES, INC.

as PRINCIPAL, hereinafter called PRINCIPAL, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND under the laws of the State of <sup>Maryland</sup> ~~North Dakota~~, as SURETY, hereinafter called SURETY, are held and firmly bound unto the City of Minot, as OBLIGEE, hereinafter called OWNER, for the use and benefit of claimants as herein below defined, in the amount of FIVE MILLION, TWO HUNDRED-FIFTY THOUSAND DOLLARS (\$ 5,250,000.00), for the payment whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, PRINCIPAL has by written agreement dated October 30 2013, entered into a contract with OWNER for construction of City of Minot Project #3738.2 in accordance with drawings and specifications prepared by V3 Studios, which contract is by reference made a part hereof, and is hereinafter referred to as the contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the principal shall promptly make payment to all claimants as hereinafter defined, for all labor and materials used or reasonably required for use in the performance of the contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

- (1) A claimant is defined as one having a direct contract with the principal or with a subcontractor of the principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the contract.
- (2) The above named principal and surety hereby jointly and severally agree with the owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.
- (3) No suit or action shall be commenced hereunder by any claimant:
  - (A) Unless claimant, other than one having a direct contract with the principal, shall have given written notice to any two of the following: the principal, the owner, or the surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the principal, owner or surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the Oregon, save that such service need not be made by a public officer.

(B) After the expiration of one (1) year following the date on which principal ceased work on said contract, it being understood, however, that if any limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

(C) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District court for the district in which the project, or any part thereof, is situated, and not elsewhere.

(4) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 7th day of November, 2013, in the presence of:

Chris  
Witness

(SEAL)

(SEAL)

By Tom J. Seydel Vice President  
Principal

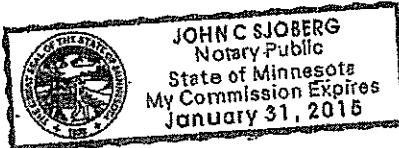
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Joshua R. Fortis, Surety Attorney-in-Fact

ACKNOWLEDGMENT OF CORPORATION

State of Minnesota) ss. On this 7<sup>th</sup> day of November 20 13  
County of Dakota) before me appeared Thomas J. Meyers  
to me personally known, who, being by me duly sworn, did say that he  
is the Vice President of  
SHAW-LUNDQUIST ASSOCIATES, INC., a corporation,  
that the seal affixed to the foregoing instrument is the corporate seal of  
said corporation, Shaw-Lundquist Associates, Inc.

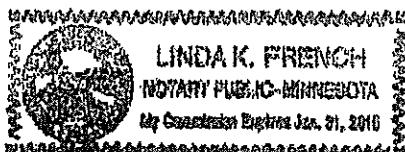
(If no seal, so state, and strike out above as to corporate seal)  
and that said instrument was executed in behalf of said corporation by  
authority of its Board of Directors; and that said Thomas J. Meyers  
acknowledged said instrument to be the free act and deed of said  
corporation.



*John C Sjoberg*  
Notary Public \_\_\_\_\_ County, \_\_\_\_\_  
My commission expires \_\_\_\_\_

ACKNOWLEDGMENT OF CORPORATE SURETY

State of MINNESOTA) ss. On this 7<sup>th</sup> day of November 2013  
County of HENNEPIN) before me appeared Joshua R. Loftis  
to me personally known, who, being by me duly sworn, did say that he is  
the Attorney-in-Fact of  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation, that the  
seal affixed to the foregoing instrument is the corporate seal of said  
corporation and that said instrument was executed in behalf of said  
corporation by authority of its Board of Directors; and that said  
Joshua R. Loftis acknowledged said instrument to be the free act  
and deed of said corporation.



*Linda K. French*  
Notary Public \_\_\_\_\_ County, \_\_\_\_\_  
My commission expires \_\_\_\_\_

**Power of Attorney**  
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**  
**COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, corporations of the State of Maryland, by FRANK E. MARTIN JR., Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint Bruce N. TELANDER, Rachel THOMAS, Sandra M. DOZE, R.W. FRANK, Jerome J. OLMET, John E. TAUER, Joshua R. LOFTIS, Craig REMICK, Linda K. FRENCH and Brian J. OESTREICH, all of Minneapolis, Minnesota, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Bruce N. TELANDER, Rachel THOMAS, Sandra M. DOZE, R.W. FRANK, Donald R. OLSON, John E. TAUER, Joshua R. LOFTIS, Craig REMICK, Linda K. FRENCH, Brian J. OESTREICH, dated April 8, 2011.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seals of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, this 12th day of September, A.D. 2011.

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**  
**COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**



*Eric D. Barnes*

By:

*Frank E. Martin Jr.*

Vice President

State of Maryland      } ss:  
City of Baltimore      }

On this 12th day of September, A.D. 2011, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came FRANK E. MARTIN JR., Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Companies aforesaid, and that the seals affixed to the preceding instrument is the Corporate Seals of said Companies, and that the said Corporate Seals and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



*Constance A. Dunn*

Constance A. Dunn

Notary Public

My Commission Expires: July 14, 2015

## EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

## EXTRACT FROM BY-LAWS OF COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

### CERTIFICATE

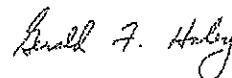
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the respective By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990 and of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,

this 7th day of November, 2013.

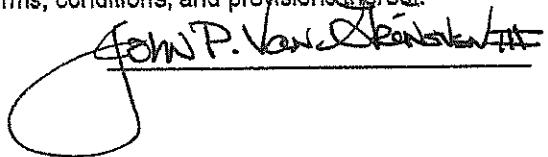


Assistant Secretary

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, John P. Van Grinsven III, the duly authorized and acting legal representative of the City of Minot, ND, do hereby certify as follows:

I have examined the attached Contract(s) and Performance and Payment Bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements are adequate and have been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.



Date: Nov 20, 2013

Note: Delete phrase "Performance and Payment Bonds" when not applicable.

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

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 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	MN-COMMERCIAL LINES COBB STRECKER DUNPHY & ZIMMERMANN 150 S FIFTH ST STE 2800 MINNEAPOLIS, MN 55402	CONTACT NAME:	
		PHONE (A/C No. Ext): 612 349-2400	FAX (A/C No): 612 349 2490
INSURED	SHAW-LUNDQUIST ASSOCIATES INC 2757 W SERVICE ROAD EAGAN, MN 55121	E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: ZURICH AMERICAN INSURANCE COMPANy	
		INSURER B: NATIONAL UNION FIRE INSURANCE COMPANy	
		INSURER C:	
		INSURER D:	
		INSURER E:	
INSURER F:			

INSR LTR	TYPE OF INSURANCE	ADDL/INSR WVD	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
				(MM/DD/YYYY)	(MM/DD/YYYY)	
A	GENERAL LIABILITY		GLO924278501	04/01/2013	04/01/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Each occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					
A	CONTRACTUAL LIAB PER X POLICY FORM AND XCU					
	GENL AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY		BAP924278601	04/01/2013	04/01/2014	COMBINED SINGLE LIMIT (Each accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS					
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE		BE4989343	04/01/2013	04/01/2014	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	DED <input checked="" type="checkbox"/> RETENTION \$0					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WC924278701	04/01/2013	04/01/2014	WC STATUS <input checked="" type="checkbox"/> DTH. <input checked="" type="checkbox"/> 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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

## CENTRAL PARKING STRUCTURES

The following supersedes the cancellation wording:

Should any of the above described policies be cancelled or materially changed before the expiration date, 30 Days written notice (10 Days for Non-Payment) will be delivered to the certificate holder.

## CERTIFICATE HOLDER

## CANCELLATION

CITY OF MINOT 515 2ND AVE SE PO BOX 5006 MINOT, ND 58702	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 <i>Daniel Osgood</i>

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/07/2013

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 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

MN-COMMERCIAL LINES  
COBB STRECKER DUNPHY & ZIMMERMANN  
150 S FIFTH ST STE 2800  
MINNEAPOLIS, MN 55402

CONTACT  
NAME:

PHONE (A/C, No. Ext): 612 349-2400

FAX (A/C, No): 612 349 2490

E-MAIL:

ADDRESS:

## INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: ZURICH AMERICAN INSURANCE COMPA

## INSURED

SHAW-LUNDQUIST ASSOCIATES INC  
2757 W SERVICE ROAD  
EAGAN, MN 55121

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

## COVERAGEs

## CERTIFICATE NUMBER:

## 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	ADDLSUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
						EACH OCCURRENCE	\$
	GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Per occurrence)	\$
	COMMERCIAL GENERAL LIABILITY					MED EXP (Any one person)	\$
	CLAIMS-MADE <input type="checkbox"/> OCCUR					PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMPIOP AGG	\$
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:					COMBINED SINGLE LIMIT (Per accident)	\$
	POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC					BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
	AUTOMOBILE LIABILITY					PROPERTY DAMAGE (Per accident)	\$
	ANY AUTO <input type="checkbox"/>						\$
	ALL OWNED AUTOS <input type="checkbox"/>	SCHEDULED AUTOS				EACH OCCURRENCE	\$
	HIRED AUTOS <input type="checkbox"/>	NON-OWNED AUTOS				AGGREGATE	\$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR					WC STATU- TORY LIMITS	OTH- ER
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					E.L. EACH ACCIDENT	\$
	DED <input type="checkbox"/> RETENTION \$					E.L. DISEASE - EA EMPLOYEE	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N	N/A				E.L. DISEASE - POLICY LIMIT	\$
	(Mandatory in ND) If yes, describe under DESCRIPTION OF OPERATIONS below						
A	INSTALLATION FLTR COMPLETED VALUE SPECIAL FORM		CPP94278801	04/01/2013	04/01/2014	LIMIT: SEE BELOW COVERAGE ENDS WHEN PROJECT IS ACCEPTED	
	DEDUCT: \$1,000						

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

## CENTRAL PARKING STRUCTURES

PROJECT LIMIT: \$5,250,000

The following supersedes the cancellation wording:

Should any of the above described policies be cancelled or materially changed before the expiration date, 30 Days written notice (10 Days for Non-Payment) will be delivered to the certificate holder.

## CERTIFICATE HOLDER

## CANCELLATION

CITY OF MINOT  
515 2ND AVE SE  
PO BOX 5006  
MINOT, ND 58702

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

*Daniel Clegg*

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