

# MAY ADAM

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November 3, 2015

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Patricia Van Gerpen  
Executive Director  
Public Utilities Commission  
500 East Capitol Avenue  
Pierre, South Dakota 57501

**RE: In the Matter of the Application of Dakota Access, LLC for an Energy  
Facility Permit to Construct the Dakota Access Pipeline; HP 14-002  
Our file: 0300**

Dear Ms. Van Gerpen:

Attached for filing please find Exhibit E, the insurance requirements to which Michels agreed and Dakota Access accepted, effective September 8, 2015. This was requested during the recently conducted hearings.

Very truly yours,

MAY, ADAM, GERDES & THOMPSON LLP

  
BRETT KOENECKE

BK/mnf

Enclosure

MAY, ADAM, GERDES & THOMPSON LLP  
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015901

**MASTER CONSTRUCTION AGREEMENT  
NO.: MCA-480-2015-23760**

**BETWEEN**



**DAKOTA ACCESS, LLC**  
An ENERGY TRANSFER Company

**DAKOTA ACCESS, LLC  
(COMPANY)**

**AND**

**MICHELS CORPORATION  
(CONTRACTOR)**

**DAKOTA ACCESS 30" PIPELINE PROJECT - SPREADS 4, 5 AND 6  
(IOWA, NORTH DAKOTA AND SOUTH DAKOTA)**

**EFFECTIVE DATE: SEPTEMBER 8, 2015**

**EXHIBIT E  
MINIMUM INSURANCE REQUIREMENTS**

**Worker Compensation and Employers Liability Insurance**

Contractor agrees to comply with Workers Compensation laws of the state where the Work is performed, and to maintain a Workers Compensation and Employers Liability policy. This policy shall be endorsed to provide: all states coverages, voluntary compensation coverages and occupational disease. If the Work is to be performed on or near navigable waters, the policy shall include coverage for United States Longshoremen's and Harbor Worker's, Death on the High Seas, Jones Act, and all shall contain endorsement for Borrowed Servants.

Workers Compensation	Statutory
Employer's Liability	\$1,000,000 Each Accident (Minimum) \$1,000,000 Disease Each Employee

**General Liability Insurance**

General Liability insurance, endorsed to provide coverage for explosion, collapse and underground damage hazards to property of others; Contractual Liability (particularly the applicable provisions of the "General Indemnity" section of this Contract); Contractors Protective Liability (if subcontracting is authorized) and Products and Completed Operations (for a minimum of two year after acceptance of the Work). Watercraft exclusions deleted (if Work necessitates the use of watercraft of any kind).

Bodily Injury	\$2,000,000 Each Occurrence (Minimum)
Property Damage	\$2,000,000 Each Occurrence (Minimum)

or

Bodily Injury and Property Damage	\$2,000,000 Combined Single Limit Each Occurrence (Minimum)
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**Automobile Liability Insurance**

Automobile Liability insurance which shall include coverage for all owned, non-owned and hired vehicles.

Bodily Injury	\$1,000,000 Each Person (Minimum)
	\$1,000,000 Each Occurrence (Minimum)
Property Damage	\$1,000,000 Each Occurrence (Minimum)

or

Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit Each Occurrence (Minimum)
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**Excess Umbrella Liability Coverage**

Bodily Injury and Property Damage	\$25,000,000 Combined Single Limit Each Occurrence (Minimum)
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### **Additional Requirements**

Contractor shall require any subcontractor at any tier, vendor, supplier, material dealer and others connected with the Work to provide and maintain insurance at all times during the period that their agreement related to Work under this Contract is in force and effect at the subcontractor's, vendor's, supplier's, material dealer's, or others' own cost, with insurance limits and in form and issuing companies acceptable to Company. Contractor agrees to require any policies of insurance, except Workers Compensation coverages, which are in any way related to the Work and that are secured and maintained by Contractor or its subcontractors to be endorsed as primary to any insurance maintained by Company, its parent and/or affiliated companies, and their directors, officers, employees and agents.

Contractor shall submit to Company at the time Contractor executes this Contract, a Certificate of Insurance, in form satisfactory to Company, evidencing that satisfactory coverages of the type and limits set forth hereinabove are in effect. Policies providing such coverages shall contain provisions that no cancellation or material changes in the policies shall become effective except on thirty (30) days advance written notice thereof to Company. Irrespective of the requirements as to insurance to be carried as provided for herein, the insolvency, bankruptcy or failure of any insurance company carrying insurance of Contractor, the failure of any insurance company to pay claims accruing, or the inadequacy of the limits of the insurance, shall not affect, negate or waive any to the provisions of this Contract including, without exception, the indemnity obligations of Contractor.

Contractor agrees to require any policies of insurance, except Workers Compensation coverages, which are in any way related to the Work and that are secured and maintained by Contractor or its subcontractors, to include Company, its parent and affiliated companies, limited partnerships in which Company, its parent and/or affiliated companies act as general partner, including without limitation, Dakota Access, LLC, and their directors, officers, employees and agents, as Additional Insured. Furthermore, Underwriters shall waive all rights of recovery against Company, its parent and affiliated companies and limited partnerships in which Company, its parent and/or affiliated companies act as general partner, which Contractor may have or acquire because of deductible clauses in or inadequacy of limits of, any policies of insurance maintained by Contractor.

Contractor agrees to require all such policies of insurance which are in any way related to the Work and that are secured and maintained by Contractor or its subcontractors, to include clauses providing that each underwriter shall waive its rights of recovery, under subrogation or otherwise, against Company, its parent and affiliated companies, limited partnerships in which Company, its parent and/or affiliated companies act as general partner, and their directors, officers, employees and agents.