

Recorder's Office Cover Sheet

Recording Requested By:

Name: NANCY BRIDGES

Department: PUBLIC WORKS

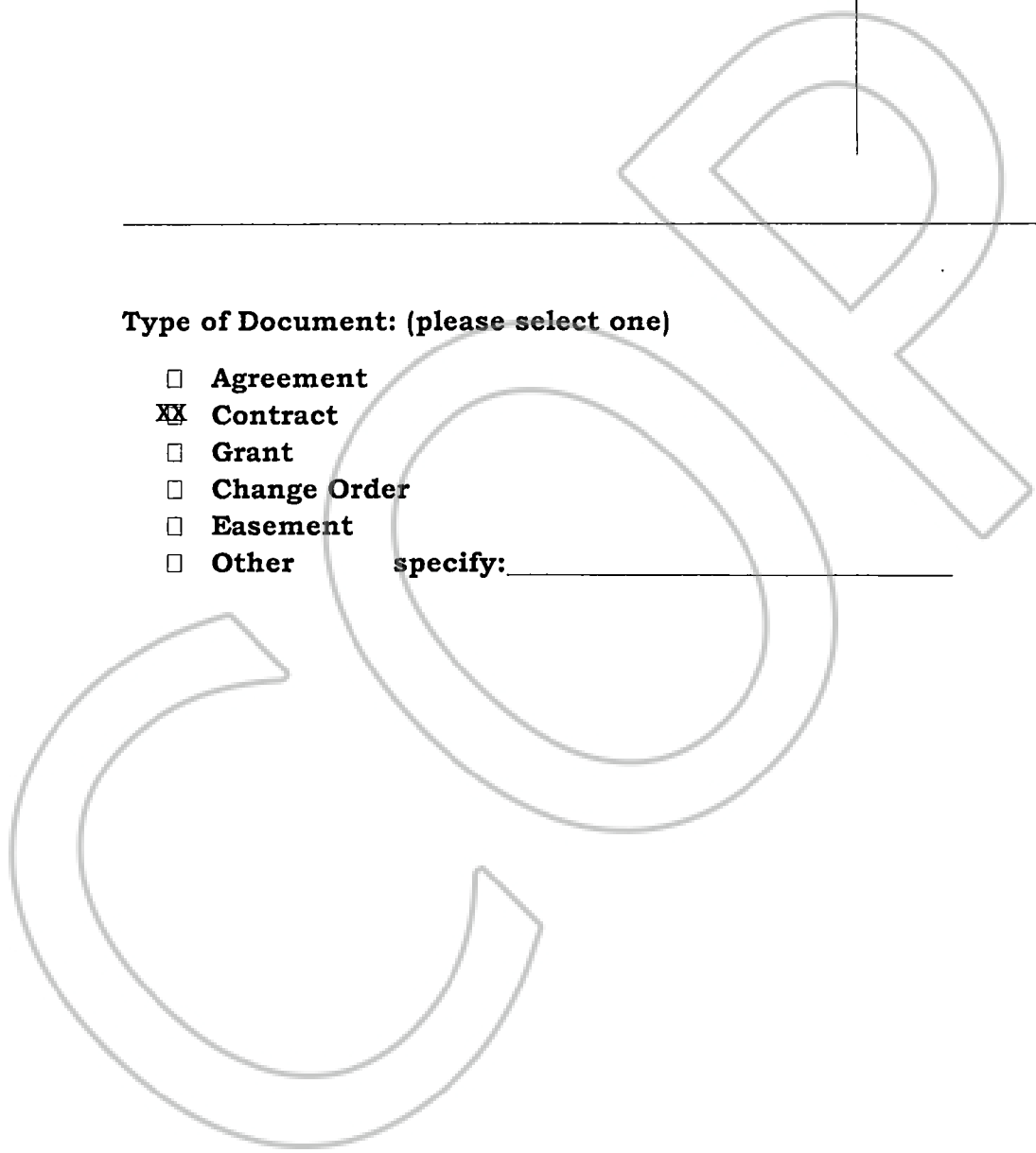


KAREN ELLISON, RECORDER

Type of Document: (please select one)

- Agreement
- Contract
- Grant
- Change Order
- Easement
- Other

specify: _____



FILED

NO. 221-046

4-7-21
DATE

DOUGLAS COUNTY CLERK
MINDEN, NV

DOUGLAS COUNTY
MINDEN, DOUGLAS COUNTY, NEVADA

CONSTRUCTION MANAGER AT RISK
CONTRACT FOR CONSTRUCTION – Subpart Phase A

BY [Signature] DEPUTY

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COOPER

CONTRACT
Subpart – Phase A

This OWNER-CMAR Construction Agreement by and between Douglas County of PO Box 218, Minden, NV 89423, hereinafter referred to as "OWNER," and the Construction Manager at Risk named below, hereinafter referred to as "CMAR," is made and entered into as follows:

WHEREAS, pursuant to NRS 338.169(1)(b)(1), OWNER entered into a contract with CMAR for preconstruction services related to the public work "Douglas County Cave Rock Water System Improvements" dated July 16, 2020; and

WHEREAS, Construction of the above-mentioned public work has been planned to occur in phases to account for construction timeline constraints in the Lake Tahoe Basin as well as other complexities related to the public work; and

WHEREAS, OWNER determined that it would be beneficial to enter into an agreement for the construction of the above-mentioned public work with CMAR as set forth in NRS 338.169(1)(b)(2), and to avoid unnecessary complexities, has divided the Contract for the construction of this discrete public work into several phased sub-parts; and

WHEREAS; OWNER and CMAR entered into a contract for sub-part Phase B of the above-mentioned public work dated February 18, 2021; and

WHEREAS, OWNER and CMAR now desire into a contract for sub-part Phase A of the above-mentioned public work as further set forth herein.

Now, Therefore, in consideration of the foregoing and the mutual promises contained herein OWNER and CMAR agree as follows:

Execution Date: **April 1, 2021**

Project Identification

DC Project No.:	CMAR 04-16-20
Project Name:	Douglas County Cave Rock Water System Improvements GMP THREE A Distribution Phase A
Project Location:	Cave Rock Area
PWP Project No.:	DO 2021-157

OWNER:

Douglas County Public Works
PO Box 218
Minden, NV 89423
(775) 790-5212

CMAR:

SNC Construction
PO Box 50760
Sparks NV 89435
(775) 857-9107

Engineer:

HDR Engineering, Inc.
9805 Double R Boulevard Suite 101
Reno, NV 89521
(775) 337-4700

ARTICLE 1: GUARANTEED MAXIMUM PRICE

For furnishing of all materials and all labor, tools, and appliances and all expense, direct or indirect, including all profits, connected with the proper execution of the Work and of maintaining the same until it is accepted by OWNER, the OWNER will pay and CMAR shall accept as full compensation therefore, a total sum not to exceed:

\$4,936,187.00

Written: Four Million Nine Hundred Thirty Six Thousand and One Hundred Eighty Seven Dollars and No Cents

the Guaranteed Maximum Price ("GMP"). This GMP is for the performance of the Work in accordance with the Contract Documents (as defined in Article.7 hereof).

The GMP is for the total amount and is not to be construed as a "line item" guarantee. If one category exceeds the budget amount, or if another is less than the budgeted amount, neither shall result in an adjustment to the GMP except as specifically set forth herein.

ARTICLE 2: ALLOWANCES

CMAR has included in the GMP for the Cost of the Work "Allowances" for items for which final costs have not yet been determined. Allowances include the cost to CMAR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the project location, and all applicable taxes. CMAR's costs for unloading and handling on the project location, labor, installation costs, bond and insurances costs, overhead, profit, and other expenses contemplated for the allowances have already been included in the GMP. No demand for additional payment on account of any of the foregoing will be valid.

Whenever during the course of the construction, costs are less than the allowances, the OWNER may at its option allocate the savings to the OWNER's Contingency, reallocate the funds to another item, or take a deductive change order.

In no event shall there be an increase in the GMP or a material change in the Scope of the Work without OWNER's prior written consent through a Contract Change Order. However, if the final price of an allowance exceeds the GMP amount as a result of an OWNER-approved Change Order, CMAR may be allowed bond and insurances costs, overhead and profit on the difference between the GMP allowance amount and the final price.

ARTICLE 3: CONTINGENCY FUNDS

The GMP shall include a Construction Contingency that is for CMAR's exclusive use and may be used by CMAR at its sole discretion.

Any funds remaining in the Contractor's Contingency shall be split between CMAR and OWNER with OWNER receiving fifty-one (51) percent, and CMAR receiving forty-nine (49) percent and credited as indicated in Exhibit "B" – Compensation Conditions, Article 6.0 FINAL PAYMENT.

The OWNER's Contingency shall not be included in the GMP and is for OWNER's exclusive use and may be used by OWNER at its sole discretion.

ARTICLE 4: COST SAVINGS

CMAR shall work cooperatively, in good faith, with subcontractors, Engineer, and OWNER to identify appropriate opportunities to reduce the Project costs and promote cost savings without sacrificing quality. Any identified cost savings from the GMP shall be released by CMAR as soon as practical to OWNER with intent to fund additional program elements.

Any funds remaining as a result of cost savings shall be split between CMAR and OWNER with OWNER receiving fifty-one (51) percent, and CMAR receiving forty-nine (49) percent and credited as indicated in Exhibit "B" – Compensation Conditions, Article 6.0 FINAL PAYMENT.

ARTICLE 5: TIME OF THE ESSENCE

Time is of the essence, and CMAR acknowledges that the time for completion of the Work is sufficient for it to perform all the Work. In case of failure on the part of CMAR to complete the Work within the time(s) specified in the Contract Documents or within such additional time(s) as may be granted by formal action of Douglas County. CMAR and Owner recognize that time is of the essence and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified herein, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and CMAR agree that as liquidated damages for delay (but not as a penalty) CMAR will pay to Owner the sum(s) indicated in Exhibit "B" – Compensation Conditions, Article 7.0 LIQUIDATED DAMAGES.

Contract Time:

ARTICLE 6: WORK REQUIRED

The term "Work" includes all labor, materials, services, equipment, tools, transportation, power, water, permanent and temporary utilities, connections, provisions for safety, and all incidental and other things necessary to produce the finished construction of the Project as described by the Contract Documents. CMAR agrees to provide all labor, materials, equipment, tools and services necessary, and to do everything required by the Contract Documents as necessary to complete all Work required for the Project within the time specified for Substantial Completion and Final Completion of the Work.

ARTICLE 7: INCORPORATED DOCUMENTS

OWNER and CMAR mutually agree that the following documents are incorporated into and made a part of this Contract by reference (the "Contract Documents"):

- Exhibit A: General Conditions of the Contract
- Exhibit B: Compensation Conditions
- Exhibit C: Addenda
- Exhibit D: Guaranteed Maximum Price as approved by the Douglas County Board of County Commissioners
- Exhibit E: Technical Specifications

Exhibit F: List of Drawings

In addition, the following items, which are not exhibits to this Contract, shall constitute part of the Contract Documents:

- Contract Drawings
- Construction Schedule submitted pursuant to Exhibit "A" – General Conditions, Article 11.0 CONSTRUCTION SCHEDULE AND DATA, and any amendments approved by the OWNER
- Current Prevailing Wage Rates, Douglas County, Nevada
- CMAR Contract for Preconstruction Services,
- CMAR Fee Proposal submitted with Request for Proposal,

ARTICLE 8: GOVERNING ORDER OF CONTRACT DOCUMENTS

The Bidding and Contract Documents include various divisions, sections and conditions, which are essential parts for the Work to be provided by the successful Bidder. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete Work. In case of discrepancy, the following precedence will govern:

- Contract
- Exhibit "A" – General Conditions
- Exhibit "B" – Compensation Conditions
- Exhibit "C" – Addenda
- Exhibit "D" – Guaranteed Maximum Price as approved by Douglas County
- Exhibit "E" – Technical Specifications
- Exhibit "F" – List of Drawings
- Contract Drawings
- Construction Schedule submitted pursuant to Exhibit "A" – General Conditions, Article 11.0 CONSTRUCTION SCHEDULE AND DATA, and any amendments approved by the OWNER
- Current Prevailing Wage Rates, Douglas County, Nevada
- CMAR Contract for Preconstruction Services, by reference, dated July 16, 2020
- CMAR Fee Proposal submitted with Request for Proposal, dated June 18, 2020

Addenda, Change Orders and Supplemental Agreements will take precedence over any of the above. Detailed plans shall have precedence over general plans.

CMAR shall take no advantage of any apparent error or omission in the Bidding Documents. In the event CMAR discover such an error or omission, CMAR shall immediately notify OWNER. OWNER will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Bidding Documents.

ARTICLE 9: CONTRACT TIME

CMAR shall commence the Work to be performed under this Contract on the date set by OWNER in the written Notice to Proceed, continuing the Work with diligence and shall complete the entire Work in accordance with Exhibit "A" – General Conditions, Article 11.0 CONSTRUCTION SCHEDULE AND DATA. Further, in the event interim milestone completion dates are established in Exhibit "A" – General Conditions, Article 11.0 CONSTRUCTION SCHEDULE AND DATA for separable portions of the Work, CMAR agrees to complete said separable portions of the Work in accordance with said milestone dates. CMAR is aware of regulatory and other restrictions on the timelines for work performed in the area of the Project and understands that there will be no allowance for additional Contract Time as a result of any such restrictions.

ARTICLE 10: AGREEMENT MODIFICATIONS

This Contract embodies the entire agreement between OWNER and CMAR and supersedes all other writings, oral agreements, or representations. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments or modifications of any of the terms or conditions of the Contract shall be valid unless reduced to writing and signed by both parties.

ARTICLE 11: ASSIGNMENT RIGHTS

OWNER and CMAR each binds themselves, their partners, successors, assignees and legal representatives to the other party hereto and to the partners, successors, assignees and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract.

No party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other parties for which approval may be withheld for any reason or for no reason whatsoever. CMAR shall not assign, transfer, convey or otherwise dispose of the Contract or its right, title or interest in or to the same or any part thereof, without prior consent of OWNER and concurred to by the sureties.

ARTICLE 12: INDEMNIFICATION

To the fullest extent permitted by law, CMAR shall defend, indemnify, and hold harmless OWNER, and its agents, employees, and members of the Board from and against all claims, damages, losses, and expenses,

including, but not limited to attorneys' fees arising out of or resulting from performance of this Contract, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property caused by the negligent, reckless, or intentional acts or omissions of CMAR, a Subcontractor, anyone directly or indirectly employed by them for whose acts they may be liable, regardless of whether such claim, damage, loss, or expense is caused in part by OWNER indemnified hereunder. However, in no event shall CMAR be required to indemnify OWNER for claims, damages, loss or expenses arising out of OWNER's sole negligence. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Article.

In any and all claims against OWNER, its agents, employees, or any of the members of the Board by any employee of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under the first paragraph of this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the contractor or any subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

CMAR's obligations of this Article shall not extend to the liability of the Engineer or its employees arising out of (a) the preparation or approval of maps, sketches, opinions, reports, surveys, CCOs, designs, or specifications, or (b) the giving of or the failure to give directions or instructions by the Engineer or its employees provided such giving or failure to give is the primary cause of injury or damage.

ARTICLE 13: PATENT INDEMNITY

CMAR hereby indemnifies and shall defend and hold harmless OWNER and its agents, employees, and members of the Board of Trustees respectively from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by OWNER and its agents, employees, and members of the Board of Trustees respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the equipment or materials furnished under the Contract by CMAR, or out of the processes or actions employed by, or on behalf of CMAR in connection with the performance of the Contract. CMAR shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by OWNER or its representatives provided that OWNER or its representatives shall have notified CMAR upon becoming aware of such claims or actions, and provided further that CMAR's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by OWNER or and its agents, employees, and members of the Board of Trustees.

CMAR shall have the right, in order to avoid such claims or actions, to substitute at its expense non-infringing equipment, materials, or processes, or to modify such infringing equipment, materials and processes so they become non-infringing, or obtain the necessary licenses to use the infringing equipment, material or processes, provided that such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of this Contract.

ARTICLE 14: INDEPENDENT CONTRACTOR

The parties agree that CMAR is an independent contractor and that this contract is entered into in accordance with Nevada law that CMAR is not an employee of OWNER, and that there shall be no:

1. Withholding of income taxes by OWNER;
2. Industrial insurance coverage provided by OWNER;
3. Participation in group insurance plans which may be available to employees of OWNER;
4. Participation or contribution by either the independent contractor or OWNER to the Public Employees Retirement System;
5. Accumulation of vacation leave or sick leave;
6. Unemployment compensation coverage provided by OWNER.

CMAR represents that it is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly licensed, equipped, organized and financed to perform such work. CMAR shall act as an independent contractor and not as the agent of OWNER in performing the Contract and is responsible for maintaining complete control over its employees and all of its suppliers and Subcontractors. Nothing contained in this Contract or any Subcontract awarded by CMAR shall create any contractual relationship between any such supplier or Subcontractor and OWNER. However, each subcontract and supplier agreement entered into by CMAR, relative to the Contract, shall bind such Subcontractor or supplier to the same terms and conditions as appear in the Contract. CMAR shall perform all work in accordance with its own methods subject to strict compliance with the Contract.

ARTICLE 15: RIGHTS AND REMEDIES

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

ARTICLE 16: SEVERABILITY

The Contract and the various provisions thereof are severable. Should any part, clause, provisions or terms be declared invalid, ineffective, or unenforceable, the remaining provisions of the Contract shall remain in full legal force and effect.

ARTICLE 17: FINAL PAYMENT

As provided in Exhibit "A" – General Conditions, when the Work and all requirements of the Contract Documents are fully and satisfactorily completed, OWNER will pay to CMAR a final payment consisting of the remaining unpaid balance of the Contract Sum due CMAR after accounting for OWNER's share of funds remaining in CMAR's Construction Contingency Fund and OWNER's share of funds remaining as a result of Cost Savings. The acceptance of the final payment by CMAR shall constitute a full and final release and waiver of all CMAR claims and rights of claim against the OWNER relating or pertaining to the Work.

Acceptance of the final payment by CMAR shall terminate OWNER-CMAR Construction Agreement after which time the applicable terms and conditions for Warranties and Insurance shall continue to apply.

ARTICLE 18: FAIR EMPLOYMENT PRACTICES

In connection with the performance of work under this Contract, CMAR agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin or ancestry, sex, sexual orientation, gender identity or expression, religion, disability, or age. Such agreement shall include, but not be limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CMAR further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials. Any violation of such provision by CMAR shall constitute a material breach of this Contract.

ARTICLE 19: INSURANCE REQUIREMENTS

A certificate of insurance evidencing the required coverage, as stipulated in the General Conditions of the Contract, shall be filed with OWNER prior to CMAR mobilizing onto the Project site and prior to commencement of any work on the Project.

ARTICLE 20: BONDS AND GUARANTY

CMAR shall furnish a performance bond, payment bond and guarantee bond in the form attached hereto and in accordance with the requirements set forth in Exhibit "A" – General Conditions, Article 4.4 Bond Requirements.

ARTICLE 21: STATUTORY REQUIREMENTS

CMAR agrees to all terms and conditions of the Nevada Revised Statutes (NRS), the Nevada Administrative Code (NAC) and local law as may apply to this Contract and to the work performed under this Contract and agrees to comply with all such applicable laws and regulations.

ARTICLE 22: INFORMATION ACCESS

The books, records, documents, and accounting procedures and practices of the CMAR relevant to this Contract shall be subject to inspection, examination and audit by OWNER, its agents and representatives, and the State of Nevada during the course of this project and for 3 years after its completion.

ARTICLE 23: EXAMINATION OF DOCUMENTS

Execution of this Contract by each party shall constitute the representation by each such party that it has examined the contents of all the Contract Documents, including, but not limited to, CMAR General Conditions of the Contract, that it has read and understands the same, and specifically agrees to be bound thereby.

ARTICLE 24: TERMINATION FOR LACK OF FUNDING

The Parties acknowledge that, at the time of execution of this Contract, the OWNER is pursuing funding to satisfy OWNER's performance obligations from a State Revolving Fund Loan (SRF) in the form of a water bond. If the bond ordinance is not approved by the Douglas County Board of Commissioners or sufficient funding through the SRF is, for any reason, not received in by the County by May 20, 2021, then the County may terminate this Contract as set forth in this Article 24.

Specifically, the Parties agree that OWNER may terminate the Contract as set forth in Section 59 of the General Provisions (included as Exhibit A, to this Contract), with the additional provision: If OWNER provides CMAR with notice of its intent to terminate by no later than May 31, 2021, then OWNER's performance obligation to CMAR will be capped at an amount not to exceed \$1,000,000. Further, in such an event, when CMAR submits a proposed contract price adjustment, as set forth in Section 59.3 of the General Conditions, CMAR acknowledges and agrees that it will not be entitled to any payment in excess of \$1,000,000. It shall be CMAR's responsibility to manage its schedule and expenses in anticipation of a possible optional termination as set forth in this Article 24.

SIGNATURE PAGE FOLLOWS

REST OF PAGE LEFT BLANK

IN WITNESS WHEREOF, the Douglas County has authorized the County Manager to execute this Contract on behalf of the said OWNER, and CMAR has hereunto set its hand and seal the day and year above written.

DOUGLAS COUNTY
MINDEN, DOUGLAS COUNTY, NEVADA

BY: *Patrick Cates* Date: This 1st day of April, 2021.

PATRICK CATES
COUNTY MANAGER
DOUGLAS COUNTY

CONSTRUCTION MANAGER AT RISK

By: *Marc Markwell*

Printed Name: Marc Markwell

Title: CFO

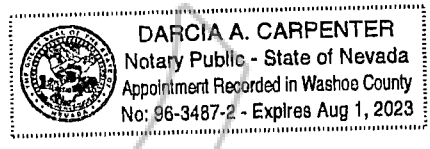
Date: This 25th day of March, 2021.

STATE OF NEVADA)
DOUGLAS COUNTY) ss:

On the 25th day of March, 2021, Marc T. Markwell personally appeared before me, a notary public, and was personally known or proved to me to be the person whose name is subscribed on the foregoing instrument and who acknowledged to me that she/he executed the foregoing Contract with full authority on behalf of _____

Sierra Nevada Construction, Inc.

Darcia A. Carpenter
Notary's Signature



PERFORMANCE BOND Bond No. 070212982

KNOW ALL MEN BY THESE PRESENTS,

THAT Sierra Nevada Construction, Inc., as CMAR, and Liberty Mutual Insurance Company, as Surety, are held and firmly bound unto Douglas County Public Works, hereinafter called OWNER, in the sum of Four Million Nine Hundred Thirty Six Thousand and One Hundred Eighty Seven Dollars 00/100 dollars (\$ 4,936,187.00), for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said CMAR has been awarded and is about to enter into the annexed Contract with said OWNER to perform all Work required under the GMP Schedule(s)

of OWNER's specifications entitled Douglas County Cave Rock Water System Improvements GMP THREE A Distribution Phase A DC Project No. CMAR 04-16-20 PWP Project No. DO 2021-157.

NOW, THEREFORE, if CMAR shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of the Contract and any extensions thereof that may be granted by OWNER required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all modifications, additions, or alterations of the Contract that may hereafter be made, and shall also fully indemnify and hold harmless OWNER from all cost and damage which it may suffer by failure of reason to do so and shall fully reimburse and pay OWNER all outlay and expense which OWNER may incur in making good any such default, then this obligation shall be void; otherwise, to remain in full force and effect.

The Surety further agrees that whenever CMAR shall be, and is declared by OWNER to be, in default under the Contract (and said default shall be construed to be any breach of any of the provisions of the Contract on the part of CMAR) the Surety shall promptly remedy the default, or will complete the Contract in accordance with its terms and conditions and shall fully indemnify and hold harmless OWNER from all costs, damages and expenses which may arise thereafter (including reasonable attorney's fees) and which OWNER may suffer by reason of Surety's failure to do so.

PERFORMANCE BOND - CONTINUED

The Surety and CMAR further agree that any modifications, additions or alterations which may be made in the terms of the Contract or in the Work to be done thereunder, or any extensions of the Contract, or other forbearance on the part of either OWNER or CMAR to the other, shall not in any way release CMAR and the Surety, or either of them, their heirs, assigns, executors, administrators and successors, from their liability hereunder, notice to Surety of any such modifications, additions, extensions or forbearance being hereby expressly waived.

The sum of this Performance Bond is in addition to the sum of the Payment Bond being executed concurrently herewith.

SIGNED AND SEALED, this 24th day of March, 2021 .

(SEALED AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

Sierra Nevada Construction, Inc. (Seal)
CMAR

BY: *Marc T. Markwell, Secretary/Treasurer*
(Signature)

Liberty Mutual Insurance Company (Seal)
Surety

BY: *Andrea Cantlon*
Andrea Cantlon, Attorney-In-Fact
(Signature)

STATE OF Nevada

COUNTY OF Washoe

}

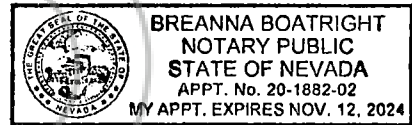
On March 24, 2021, before me, Breanna Boatright, Notary Public
(here insert name of notary)

personally appeared Andrea Cantlon
(name(s) of Signer(s))

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Breanna Boatright (SEAL)



This area for Official Notarial Seal

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER
- _____ TITLE(S)
- PARTNER(S) LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____
- _____
- _____

DESCRIPTION OF ATTACHED DOCUMENT

_____ TITLE OR TYPE OF DOCUMENT

_____ NUMBER OF PAGES

_____ DATE OF DOCUMENT

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

_____ SIGNER(S) OTHER THAN NAMED ABOVE

LABOR AND MATERIAL PAYMENT BOND

Bond No. 070212982

KNOW ALL MEN BY THESE PRESENTS THAT Sierra Nevada Construction, Inc. as
CMAR, and Liberty Mutual Insurance Company, as Surety, are held and firmly
bound unto Douglas County Public Works hereinafter called OWNER, in the sum of

Four Million Nine Hundred Thirty Six Thousand
and One Hundred Eighty Seven Dollars 00/100

dollars (\$ 4,936,187.00), for the payment of which sum well
and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly
and severally, firmly by these presents.

WHEREAS, said CMAR has been awarded and is about to enter into the annexed Contract with said OWNER
to perform all Work required under the GMP Schedule(s) _____

Douglas County Cave Rock Water System Improvements GMP THREE A Distribution Phase A

_____ of

OWNER's specifications entitled Douglas County Cave Rock Water System Improvements GMP THREE A Distribution Phase A

DC Project No. CMAR 04-16-20 PWP Project No. DO 2021-157

NOW, THEREFORE, if said CMAR, or subcontractors, fail to pay for any materials, equipment, or other
supplies, or for rental of same, used in connection with the performance of work contracted to be done, or for
amounts due under applicable state law for any work or labor thereon, said Surety will pay for the same in an
amount not exceeding the sum specified above, and, in the event suit is brought upon this bond, a reasonable
attorney's fee to be fixed by the court. This bond shall insure to the benefits of any persons, companies, or
corporations entitled to file claims under applicable state law.

LABOR AND MATERIAL PAYMENT BOND - CONTINUED

PROVIDED, that any alterations in the Work to be done or the materials to be furnished, which may be made pursuant to the terms of said Contract, shall not in any way release either said CMAR or said Surety thereunder, nor shall any extensions of the time granted under the provisions of said Contract release either said CMAR or said Surety, and notice of such alterations or extension of the Contract is hereby waived by said Surety. The sum of this Payment Bond is in addition to the sum of the Performance Bond being executed concurrently herewith.

SIGNED AND SEALED, THIS 24th day of March, 2021.

(SEALED AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

Sierra Nevada Construction, Inc. (Seal)
CMAR

BY: *[Signature]*
(Signature)
Marc T. Markwell, Secretary/Treasurer

Liberty Mutual Insurance Company (Seal)
(Surety)

BY: *[Signature]*
(Signature) *Andrea Cantlon, Attorney-In-Fact*

STATE OF Nevada

COUNTY OF Washoe }

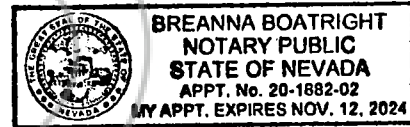
On March 24, 2021, before me, Breanna Boatright, Notary Public
(here insert name of notary)

personally appeared Andrea Cantlon
(name(s) of Signer(s))

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Breanna Boatright (SEAL)



This area for Official Notarial Seal

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
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- _____ TITLE(S)
- PARTNER(S) LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____
- _____
- _____

DESCRIPTION OF ATTACHED DOCUMENT

_____ TITLE OR TYPE OF DOCUMENT

_____ NUMBER OF PAGES

_____ DATE OF DOCUMENT

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

_____ SIGNER(S) OTHER THAN NAMED ABOVE

FORM OF GUARANTEE

Bond No. 070212982 M

GUARANTEE FOR Sierra Nevada Construction, Inc.

2055 East Greg Street, Sparks, NV 89431

(Name and address of prime contractor)

We hereby guarantee that the Douglas County Cave Rock Water System Improvements GMP THREE A Distribution Phase A

DC Project No. CMAR 04-16-20 PWP Project No. DO 2021-157

(Description of the work)

Which we have constructed, has been done in accordance with the plans and specifications; that the Work constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of our work, together with any other adjacent work which may be damaged in so doing, that may prove to be defective in the workmanship or materials within a period of one year from the date of filing of Notice of Final Completion of the above named Work by the County of Douglas, State of Nevada, without any expense whatsoever to said County of Douglas, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of our failure to comply with the above-mentioned conditions within five (5) calendar days after being notified in writing by Douglas County, Minden, Nevada, we, collectively or separately, do hereby authorize Douglas County to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand. When correction work is started, it shall be carried through to completion.

DATED: _____
(Notice of completion filing date)

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

Sierra Nevada Construction, Inc. (Seal)
(CMAR)

BY: Mose T. Markwell (Signature)
Mose T. Markwell, Secretary/Treasurer

Liberty Mutual Insurance Company (Seal)
(Surety)

BY: Andrea Cantlon (Signature) Andrea Cantlon, Attorney-In-Fact

STATE OF Nevada

COUNTY OF Washoe }

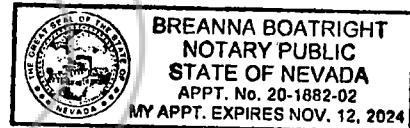
On March 24, 2021, before me, Breanna Boatright, Notary Public
(here insert name of notary)

personally appeared Andrea Cantlon
(name(s) of Signer(s))

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Breanna Boatright (SEAL)



This area for Official Notarial Seal

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S)

- PARTNER(S) LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE

CMAR SURETY COMPANY CONTACTS

PERFORMANCE BOND NO. 070212982

Surety Name: Liberty Mutual Insurance Company

Address: 1001 4th Ave., Ste. 3800
Seattle, WA 98154

Phone No: 775-336-1987

Fax No: 775-336-1997

Contact: Andrea Cantlon

LABOR AND MATERIAL PAYMENT BOND NO. 070212982

Surety Name: Liberty Mutual Insurance Company

Address: 1001 4th Ave., Ste. 3800
Seattle, WA 98154

Phone No: 775-336-1987

Fax No: 775-336-1997

Contact: Andrea Cantlon

GUARANTY BOND NO. 070212982 M

Surety Name: Liberty Mutual Insurance Company

Address: 1001 4th Ave., Ste. 3800
Seattle, WA 98154

Phone No: 775-336-1987

Fax No: 775-336-1997

Contact: Andrea Cantlon



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8204566 - 976312

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Andrea Cantlon, Breanna Boatright, Kevin Neal Decker, Nicholas D. Rossi, Patricia Owens, Teri L. Nowak, Teri L. Wood

all of the city of Reno state of NV each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 4th day of December, 2020.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 4th day of December, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 25th day of March, 2021.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/25/2021

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 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 I/P Insurance Services LLC 300 East 2nd Street Suite 1300 Reno NV 89501	CONTACT NAME: Mary Hearron PHONE (A/C No. Ext): (775) 996-6000 E-MAIL ADDRESS: mary.hearron@lpins.net	FAX (A/C No.): (775) 473-9288
	INSURER(S) AFFORDING COVERAGE	
INSURED Sierra Nevada Construction, Inc. P O Box 50760 Sparks NV 89435	INSURER A: Charter Oak Fire Insurance Co INSURER B: The Travelers Indemnity Co of America INSURER C: Travelers Property Casualty Co of Ameri INSURER D: Arch Insurance Company INSURER E: Everest Indemnity Insuranc Co INSURER F:	NAIC # 25615 25666 25674 11150

COVERAGES **CERTIFICATE NUMBER:** CL207825717 **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 <input checked="" type="checkbox"/> \$50,000 BI/PD Deductible <input checked="" type="checkbox"/> Electronia Data Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			VTC20C05644B11COP20	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea 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 Employee Benefits \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			VTHCAP5644B123TIA20	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined single \$ 1,000,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUP6N6676432025	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000
	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 <input checked="" type="checkbox"/> N/A			ZANCI9449800	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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
E	Pollution- Aggregate \$10M			EF2P000017201	5/29/20	5/20/21	Pollution Per Occurrence \$7,000,000
E	Professional- Aggregate \$3M			EF2P000017201	5/29/20	5/20/21	Professional Per Claim \$3,000,000

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

Project: Job #11462 Douglas County - Cave Rock Ph 3A Distribution

Additional interest(s): Douglas County

See Attached Additional Comments/Remarks page for information regarding additional coverage terms and Additional Insured status. Electronic data liability forms attached.

CERTIFICATE HOLDER

SMcCullough@douglasnv.us

Douglas County
 P.O. Box 218
 Minden, NV 89423

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

Shawna Murph/MARY

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COMMENTS/REMARKS

Continued from Description of Operations Section:

NAMED INSURED: SIERRA NEVADA CONSTRUCTION, INC.

When Named Insured's operations are performed for Certificate Holder pursuant to a valid written contract or agreement executed by Named Insured prior to loss. In accordance with the policies listed above: Additional Insured Status is determined by attached GL Form #CGD246 08/05, Auto Form #CAT353 02/15, Pollution Form #ECG 04 957 01 18; Waiver of Subrogation Status is determined by GL Form #CGD316 11/11, Auto Form #CAT353 02/15, Pollution Form #ECG 04 956 01 18., Workers Compensation Form #WC000313 4/84 & WC040306 4/84 and WC040306; Primary and Non-Contributory Status is determined by GL Form #CG T8 01 & Auto Form #CAT474 02/16 and Umbrella required by written contract.

POLICY NUMBER: VTC2OCO5644B111COF20

COMMERCIAL GENERAL LIABILITY

ISSUE DATE

07/01/2020

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ELECTRONIC DATA LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Premium \$ Included

Loss of Electronic Data Limit \$ 1,000,000

A. The following paragraph is added to Section III - Limits of Insurance:

Subject to 5. above, the Loss of Electronic Data Limit shown in the Schedule above is the most we will pay under Coverage A for "property damage" because of all loss or "electronic data" arising out of any occurrence.

8. The following definition is added to Section V - Definitions:

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tape drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

C. For the purposes of this endorsement, the definition of "Property Damage" in Section V - Definitions is modified by the following:

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- c. Loss of "electronic data". Loss of "electronic data" means loss or loss of use of data due to corruption or inability to access. OR inability to properly manipulate data resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

POLICY NUMBER: VTC2OC05644B111COF20

UMBRELLA
ISSUE DATE:

07/01/2020

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ELECTRONIC DATA LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

Loss of Electronic Data Limit \$ 20,000,000

PROVISIONS:

- A. The following paragraph is added to Section III - Limits of Insurance:

Subject to 5. above, the Loss of Electronic Data Limit shown in the Schedule above is the most we will pay under Coverage A for "properly damaged" benefits of all losses of "electronic data" arising out of any one "occurrence".

- B. The following definition is added to Section V - Definitions:

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- C. For the purposes of the coverage provided by this endorsement, the definition of "Property Damage" in Section V - Definitions is replaced by the following.

13. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- c. Loss of "electronic data". Loss of "electronic data" means loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate such data, resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**BLANKET ADDITIONAL INSURED
(CONTRACTORS)**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED - (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III- Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - BLANKET

It is hereby agreed as follows:

SECTION VI- DEFINITIONS, 19. Insured is deleted in its entirety and replaced with the following:

19. Insured means the named Insured, and any additional insured specifically endorsed onto this Policy, and referred to as you or your throughout this policy, and:
- a. Any past or present director, officer, partner, employee, temporary or leased worker of the named Insured while acting within the scope of his or her duties as such.
 - b. With respect to a limited liability company or a trust, insured also means any member or trustee while acting within the scope of his or her duties as such.
 - c. Any person or organization, including your clients for whom you perform your work, whom you agree to include as an insured " an Insured contract, is an Insured, but only with respect to a pollution condition caused in whole or in part by your work, and only
 - (1)) If the contract or agreement is executed and effective prior to the date of any pollution condition to which this Policy applies first began;
 - (2) For the lesser of:
 - (L) The minimum limits required by the contract or agreement; or
 - (lf) The applicable limits of liability in this Policy.

All other terms, conditions and exclusions shall remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READITCAREFULLY.

**BLANKET ADDITIONAL INSURED - PRIMARY AND
NON-CONTRIBUTORY WITH OTHER INSURANCE**

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured, of SECTION II - COVERED AUTOS LIABILITY COVERAGE:**

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only *for* damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in **SECTION II.**

2. The following is added to Paragraph **B.5., Other Insurance of SECTION IV - BUSINESS AUTO CONDITIONS:**

Regardless of the provisions of paragraph **a.** and paragraph **d.** of this part 5. **Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVER AGE - This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest at your policy carefully to determine rights, duties, and what is and is not covered.

- A. Aircraft Chartered With Pilot
- B. Damage To Premises Rented To You
- C. Increased Supplementary Payments
- D. Incidental Medical Malpractice
- E. Who Is An Insured - Newly Acquired Or Formed Organizations
- F. Who Is An Insured - Broadened Named Insured - Unnamed Subsidiaries
- G. Blanket Additional Insured - Owners, Managers Or Lessors Of Premises
- H. Blanket Additional Insured - Lessors Of Leased Equipment
- I. Blanket Additional Insured - States Or Political Subdivisions - Permits
- J. Knowledge And Notice Of Occurrence Or Offense
- K. Unintentional Omission
- L. Blanket Waiver Of Subrogation
- M. Amended Bodily Injury Definition
- N. Contractual Liability - Railroads

PROVISIONS

A. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of SECTION I - COVERAGES - **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

B. DAMAGE TO PREMISES RENTED TO YOU

1. The first paragraph of the exceptions in Exclusion j., **Damage To Property**, in Paragraph 2. of SECTION I - COVERAGES - **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted.
2. The following replaces the last paragraph of Paragraph 2., **Exclusions**, of SECTION I - COVERAGES - **COVERAGE A. BODILY**

INJURY AND PROPERTY DAMAGE LIABILITY:

Exclusions c. and g. through n. do not apply to "premises damage". Exclusion f.(1)(a) does not apply to "premises damage" caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from suchre, explosion, or lightning; or
- e. Water;

unless Exclusion f. of Section I - Coverage A - **Bodily Injury And Property Damage Liability** is replaced by another endorsement to this Coverage Part that has Exclusion - All Pollution Injury Or Damage or Total Pollution Exclusion in its file.

A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of SECTION III - LIMITS OF INSURANCE.

COMMERCIAL GENERAL LIABILITY

3. The following replaces Paragraph 6. of SECTION III- LIMITS OF INSURANCE:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or
 - b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.
4. The following replaces Paragraph a. of the definition of "insured contract" in the DEFINITIONS Section:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";
5. The following is added to the DEFINITIONS Section:
- "Premises damage" means "property damage" to:
- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
 - b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.
6. The following replaces Paragraph 4.b.(1)(b) of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:
- (b) That is insurance for "premises damage"; or
7. Paragraph 4.b.(1)(c) of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is deleted.

C. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of SUPPLEMENTARY PAYMENTS - COVERAGES A AND B of SECTION I - COVERAGE:

b. Up to \$2,500 for the 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.

2. The following replaces Paragraph 1.d. of SUPPLEMENTARY PAYMENTS - COVERAGES A AND B of SECTION I - COVERAGE:

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.

D. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the DEFINITIONS Section:

"Occurrence" also means an act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person.

2. The following is added to Paragraph 2.a.(1) of SECTION 11 - WHO IS AN INSURED:

Paragraph (1)(d) above does not apply to "bodily injury" arising out of providing or failing to provide:

(i) "Incidental medical services" by any of your "employees" who is a nurse practitioner, registered nurse, licensed practical nurse, nurse assistant, emergency medical technician or paramedic; or

(ii) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 5. of **SECTION III - LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions, of SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

6. The following is added to Paragraph 4.b., **Excess Insurance, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance is excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" or "volunteer workers" for "bodily injury" that arises out of providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II - Who Is An Insured.

E. WHO IS AN INSURED - NEWLY ACQUIRED OR FORMER ORGANIZATIONS

The following replaces Paragraph 4. of **SECTION II - WHO IS AN INSURED:**

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other Insurance which provides similar coverage to that organization. However:

- a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

- c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

F. WHO IS AN INSURED - BROADENED NAMED INSURED - UNNAMED SUBSIDIARIES

The following is added to **SECTION II - WHO IS AN INSURED:**

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if you maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such subsidiary.

COMMERCIAL GENERAL LIABILITY

G. BLANKET ADDITIONAL INSURED - OWNERS, MANAGERS OR LESSORS OF PREMISES

The following is added to **SECTION II - WHO IS AN INSURED**:

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such premises owner, manager or lessor does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, lessor or manager.
- c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

H. BLANKET ADDITIONAL INSURED - LESSORS OF LEASED EQUIPMENT

The following is added to **SECTION II - WHO IS AN INSURED**:

Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.
- c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

I. BLANKET ADDITIONAL INSURED - STATES OR POLITICAL SUBDIVISIONS - PERMITS

The following is added to **SECTION II - WHO IS AN INSURED**:

Any state or political subdivision that has issued a permit in connection with operations performed by you or on your behalf and that you are required

COMMERCIAL GENERAL LIABILITY

by any ordinance, law or building code to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of such operations.

The insurance provided to such state or political subdivision does not apply to:

- a. Any "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., **Duties In The Event of Occurrence, Offense, Claim or Suit, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II-Who Is An Insured:
 - (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by *you* (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive of ficers" or directors (if you are an organization other than a partnership, joint venture or limited liability company) or any "employee" authorized by you *to* give notice of an "occurrence" or offense.
 - (2) If you are a partnership, joint venture or limited liability company, and none of your partners, joint venture members or managers are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:
 - (a) Any individual who is:
 - (i) A partner or member of any partnership or joint venture;

(ii) A manager of any limited liability company; or

(iii) An executive officer or director of any other organization;

that is your partner, joint venture member or manager; or

(b) Any "employee" authorized by such partnership, joint venture, limited liability company or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or of an offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this Coverage Part includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

K. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., **Representations, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

L. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

COMMERCIAL GENERAL LIABILITY

If the Insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal injury" or "advertising injury" caused by an offense that is committed; subsequent to the execution of that contract or agreement.

M. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the **DEFINITIONS** Section:

- 3. "Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

N. CONTRACTUAL LIABILITY - RAILROADS

- 1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c. Any easement or license agreement;
- 2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE - This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|--|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS F. HIRED AUTO - LIMITED WORLDWIDE COVERAGE - INDEMNIFY BASIS G. WAIVER OF DEDUCTIBLE - GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE - LOSS OF USE - INCREASED LIMIT I. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|--|--|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II - COVERED AUTOS LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., Who Is An Insured, of SECTION II - COVERED AUTOS LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., Who Is An Insured, of SECTION II - COVERED AUTOS LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5. Other Insurance, of SECTION IV - BUSINESS AUTO CONDITIONS:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II - COVERED AUTOS LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II - COVERED AUTOS LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II - COVERED AUTOS LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO - LIMITED WORLDWIDE COVERAGE - INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., Policy Period, Coverage Territory, of SECTION IV - BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limits Of Insurance, of SECTION II - COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limits Of Insurance, of SECTION II - COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE - GLASS

The following is added to Paragraph D., **Deductible, of SECTION III - PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE - LOSS OF USE-INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses, of SECTION III - PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident"

I. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses, of SECTION III - PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions, of SECTION III - PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions, of SECTION III - PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV - BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV - BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2. Concealment, Misrepresentation, Or Fraud, of SECTION IV-BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph A.1.c, Who Is An Insured, of SECTION II - COVERED AUTOS LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in SECTION II.

2. The following is added to Paragraph B.5., Other Insurance of SECTION IV - BUSINESS AUTO CONDITIONS:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. Other Insurance, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - BLANKET

It is hereby agreed as follows:

SECTION VI- DEFINITIONS, 19. Insured is deleted in its entirety and replaced with the following:

19. Insured means the named Insured, and any additional Insured specifically endorsed onto this Policy, and referred to as you or your throughout this policy, and;
- a. Any past or present director, officer, partner, employee, temporary or leased worker of the named insured while acting within the scope of his or her duties as such;
 - b. With respect to a limited liability company or a trust, insured also means any member or trustee while acting within the scope of his or her duties as such.
 - c. Any person or organization, including your clients for whom you perform your work, whom you agree to include as an insured in an insured contract, is an insured, but *only* with respect to a pollution condition caused in whole or in part by your work, and only:
 - (1) If the contract or agreement is executed and effective prior to the date of any pollution condition to which this Policy applies first began; and
 - (2) For the lesser of:
 - (i.) The minimum limits required by the contract or agreement; or
 - (ii.) The applicable limits of liability in this Policy.

All other terms, conditions and exclusions shall remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF SUBROGATION - BLANKET

It is hereby agreed as follows:

SECTION IV- CONDITIONS, 11. Transfer of Rights Of Recovery Against Others is deleted in its entirety and replaced the following:

11. Transfer of Rights Of Recovery Against Others

If you have rights to recover all or part of any payment made by us under this Policy, those rights are transferred to us. You must do nothing to impair these rights once a loss is known by a responsible Insured.

With respect to SECTION I - COVERAGES, 1. Insuring Agreements, a. Coverage A - Contractors Pollution Liability, we agree to waive our rights of recovery against any of your clients, but only if and to the extent you had a written contract in place with that client agreeing to waive such rights prior to the commencement of the pollution condition giving rise to a loss hereunder.

All other terms, conditions and exclusions shall remain the same.

POLICY NUMBER: ZAWCI9449800

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be _____ % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

JOB DESCRIPTION

PERSON OR ORGANIZATION

AS AGREED PER WRITTEN CONTRACT OR WRITTEN AGREEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **01-01-21**

Policy No. **ZAWCI9449800**

Endorsement No. _____

Insured **SIERRA NEVADA CONSTRUCTION**

Premium \$ **INCL.**

Insurance Company **ARCH INSURANCE COMPANY**

Countersigned By Shawna Murphy

DATE OF ISSUE: **12-29-20**

POLICY NUMBER: ZAWCI9449800

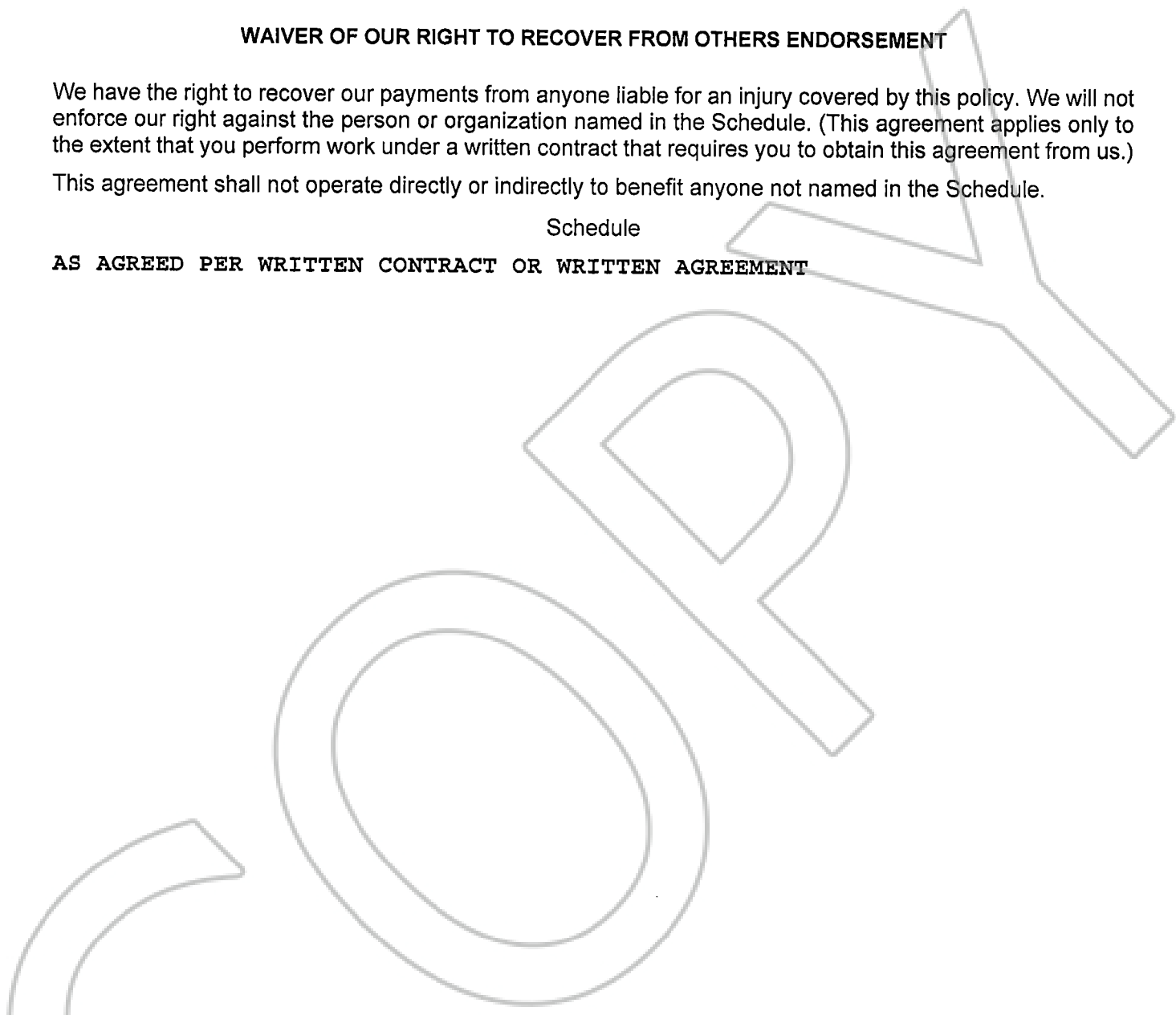
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

AS AGREED PER WRITTEN CONTRACT OR WRITTEN AGREEMENT



This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/01/2021

Policy No. ZAWCI9449800

Endorsement No.

Insured SIERRA NEVADA CONSTRUCTION

Premium INCL.

Insurance Company ARCH INSURANCE COMPANY

DATE OF ISSUE: 12-29-20

Countersigned By Shawna Murphy

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Douglas County

State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

7th day of April, 2021

By [Signature] Deputy