

Recorder's Office Cover Sheet

Recording Requested By:

Name: Brooke Adie

Department: Community Services



00170552202309986740190194

SHAWNYNE GARREN, RECORDER

Type of Document: (please select one)

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

specify: _____

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A CONTRACT BETWEEN
DOUGLAS COUNTY
PO BOX 218
MINDEN NV 89423
("COUNTY")

FILED
NO. 2023, 156
DATE 7/18/2023
DOUGLAS COUNTY CLERK
MINDEN, NV
BY MP **DEPUTY**

AND

RESOURCE CONCEPTS INC
340 NORTH MINNESOTA ST
CARSON CITY, NV 89703
775-883-1600
("CONTRACTOR")

WHEREAS, Douglas County is a political subdivision of the State of Nevada, and from time to time requires the services of independent contractors; and

WHEREAS, it is deemed that the services of Contractor herein specified are both necessary and desirable and in the best interests of Douglas County; and

WHEREAS, Contractor represents that it is duly qualified, equipped, staffed, ready, willing and able to perform and render the services hereinafter described; and

NOW, THEREFORE, in consideration of the agreements herein made, the parties mutually agree as follows:

1. EFFECTIVE DATE AND TERM OF CONTRACT. This contract shall not become effective until and unless approved by both parties, and shall remain in effect until terminated by either party.

2. INDEPENDENT CONTRACTOR STATUS. The parties agree that Contractor shall have the status of an independent contractor and that this contract, by explicit agreement of the parties, incorporates and applies the provisions of NRS 333.700(3)(b), as necessarily adapted, to the parties, including that Contractor is not a County employee and that

There shall be no:

- (1) Withholding of income taxes by the County;
- (2) Industrial insurance coverage provided by the County;
- (3) Participation in group insurance plans which may be available to employees of the County;
- (4) Participation or contributions by either the independent contractor or the County to the public employee's retirement system;
- (5) Accumulation of vacation leave or sick leave;
- (6) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

3. INDUSTRIAL INSURANCE. Contractor further agrees, as a precondition to the performance of any work under this contract and as a precondition to any obligation of the County to make any payment under this contract, to provide the County with a work certificate and/or a certificate issued by a qualified insurer in accordance with NRS § 616B.627. Contractor also agrees, prior to commencing any work under the contract, to complete and to provide the following written request to the insurer:

Resource Concepts Inc (RCI) has entered into a contract to provide Douglas County with professional land surveying services and requests that the State Industrial Insurance System provide to Douglas County 1) a certificate of coverage issued pursuant to NRS § 616B.627, Per State law. 2) notice of any lapse in coverage or nonpayment of coverage that the contractor is required to maintain. The certificate and notice should be mailed to:

Douglas County
Post Office Box 218
Minden, Nevada 89423

Contractor agrees to maintain required worker's compensation coverage throughout the entire term of the contract. If contractor does not maintain coverage throughout the entire term of the contract, contractor agrees that County may, at any time the coverage is not maintained by contractor, order the contractor to stop work, suspend the contract, or terminate the contract. For each six-month period this contract is in effect, contractor agrees, prior to the expiration of the six-month period, to provide another written request to the insurer for the provision of a certificate and notice of lapse in or nonpayment of coverage. If contractor does not make the request or does not provide the certificate before the expiration of the six-month period, contractor agrees that County may order the contractor to stop work, suspend the contract, or terminate the contract.

4. SERVICES TO BE PERFORMED. The parties agree that the services to be performed by Contractor are specified in the June 29, 2023 Surveying Services Proposal attached hereto as Exhibit 1 to perform surveying services for the Wally's Hot Springs Pedestrian Trail Project.

5. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in ¶ 4 at a cost not to exceed \$10,000 per year, payable by County according to the terms of the June 29, 2023 Proposal for Surveying Services attached hereto as Exhibit 1.

6. NON APPROPRIATION. All payments under this contract are contingent upon the availability to the County of the necessary funds. In accordance with NRS § 354.626 and any other applicable provision of law, the financial obligations under this contract between the parties shall not exceed those monies appropriated and approved by the County for this contract for the then current fiscal year under the Local Government Budget Act. This contract shall terminate and the County's obligations under it shall be extinguished if the County fails to appropriate monies.

Nothing in this contract shall be construed to provide Contractor with a right of payment over any other entity. Any funds obligated by the County under this contract that are not paid to Contractor shall automatically revert to the County's discretionary control upon the completion, termination, or cancellation of the agreement. The County shall not have any obligation to re-award or to provide, in any manner, the unexpended funds to Contractor. Contractor shall have no claim of any sort to the unexpended funds.

7. TERMINATION OF CONTRACT. This Contract may be terminated without cause by either Party at any time, provided that a termination shall not be effective until 30 days after a party has served

written notice upon the other party. The Contractor shall submit billings for any work performed up to the effective date of termination.

8. CONSTRUCTION OF CONTRACT & DISPUTE RESOLUTION. This contract shall be construed and interpreted according to the laws of the State of Nevada. There will be no presumption for or against the drafter in interpreting or enforcing the Contract. In the event a dispute arises between the Parties, the Parties promise and agree to first meet and confer to resolve any dispute. If such meeting does not resolve the dispute, then the Parties agree to mediate any dispute arising from or relating to the Contract before an independent mediator mutually agreed to by the parties. The fee rate or charge of the mediator will be shared equally by the Parties, who will otherwise be responsible for their own attorney's fees and costs. If mediation is unsuccessful, litigation may only proceed before a department of the Ninth Judicial Court of the State of Nevada in and for the County of Douglas that was not involved in the mediation process and attorney's fees and costs will be awarded to the prevailing party at the discretion of the court. The Parties mutually agree to not seek punitive damages against either Party.

9. COMPLIANCE WITH APPLICABLE LAWS. Contractor shall fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of this contract, including, but not limited to, all federal, state, and local procedures and requirements and all immigration and naturalization laws.

10. ASSIGNMENT. Contractor shall not assign, transfer nor delegate any rights, obligations or duties under this contract without the prior written consent of the County.

11. COUNTY INSPECTION. The books, records, documents and accounting procedures and practices of Contractor related to this contract shall be subject to inspection, examination and audit by the County, including, but not limited to, the contracting agency, the County Manager, the District Attorney, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.

12. DISPOSITION OF CONTRACT MATERIALS. Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Contractor in the performance of its obligations under this contract shall be the exclusive property of the County and all such materials shall be remitted and delivered, at Contractor's expense, by Contractor to the County upon completion, termination or cancellation of this contract. Alternatively, if the County provides its written approval to Contractor, any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Contractor in the performance of its obligations under this contract must be retained by Contractor for a minimum of six years after final payment is made and all other pending matters are closed. If, at any time during the retention period, the County, in writing, requests any or all of the materials, then Contractor shall promptly remit and deliver the materials, at Contractor's expense, to the County. Unless the County has requested remittance and delivery by Contractor of the items, Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of Contractor's obligations under this contract without the prior written consent of the County.

13. PUBLIC RECORDS LAW. Contractor expressly agrees that all documents ever submitted, filed, or deposited with the County by Contractor, unless designated as confidential by a specific statute of the State of Nevada, shall be treated as public records pursuant to NRS Chapter 239 and shall be available for inspection and copying by any person, as defined in NRS 0.039, or any governmental entity. Contractor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against

the County or any of its officers or employees, in either their official or individual capacity, for violations of or infringement of the copyright laws of the United States or of any other nation.

14. INDEMNIFICATION. Contractor agrees to indemnify and save and hold the County, its agents and employees harmless from any and all third party claims, causes of action or liability, including attorney's fees, expert fees, and other costs, arising from the performance of this contract by Contractor or Contractor's agents or employees.

15. GENERAL LIABILITY INSURANCE. Douglas County's liability coverage will not extend to the Contractor and Contractor is required to acquire and maintain general liability insurance in the minimum amount of \$1,000,000 during the term of this Contract at Contractor's sole expense. Proof of insurance must be sent to the Douglas County Manager. Such proof of insurance must be provided at least annually throughout the term of this Contract and Douglas County must be notified at least 30 days in advance of any cancellation or nonrenewal of such insurance.

16. INTEGRATION & MODIFICATION OF CONTRACT. This contract supersedes all prior agreements between the parties, constitutes the entire contract between the parties, and may only be modified by a written amendment signed by the parties. To the extent any term within this Contract is in conflict with the terms of the June 29, 2023 Service Agreement attached hereto as Exhibit 1, the terms of this Contract shall prevail.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.


Resource Concepts Inc
JOE CACIOPPO
7-10-2023
(Date)


Brook Adie, Interim Community Services Director
By and On Behalf of
Douglas County, Nevada
7/13/23
(Date)

Exhibit 1

(June 29, 2023 Proposal for Surveying Services for Wally's Hot Springs Pedestrian Trail Project.)





June 29, 2023

Via Email

Scott Morgan
Community Services Director
DOUGLAS COUNTY PARKS
P.O. Box 218
Minden, NV 89423
775.782.6245
smorgan@douglasnv.us

Subject: Surveying Services Proposal for Walley's Hot Springs Pedestrian Trail Project

Dear Scott:

Resource Concepts Inc. (RCI) is pleased to provide you with this proposal for professional land surveying services in conjunction with your project Trail Project at Walley's Hot Springs in Genoa. It is our understanding that you would like RCI to perform the following surveying services.

Our scope of services to include:

Task 1 – Trail Easement

- A. Perform site visit with Walley's owner's representative a member of Douglas County Parks staff prior to the start of work.
- B. Perform topographic survey of the approximately 2,900' length of existing trail at a width of fifty-feet (50') twenty-five-feet (25') on each side of the existing centerline or up to the existing vegetation on the easterly side of the trail.
- C. Prepare project base map from previous 2022/2023 aerial mapping and image with collected topographic survey data described above. Project base map will be at a horizontal scale of 1" = 20' or as specified by client with a 1' contour interval. Mapping will show all existing improvements, visible utilities and drainage features collected during the survey. All mapping will be prepared in AutoCAD Civil 3D 2023 with a version saved to a format that can be viewed by the Douglas County Engineer.
- D. Preparation of a thirty-foot (30') trail easement description and exhibit for recordation in the Office of the Douglas County Recorder.
- E. Project coordination with Douglas County Staff.

Fee:

All work will be performed under the direction of a Nevada Licensed Land Surveyor per our hourly rate schedule included. **We anticipate Task 1 will require two to three (2-3) field days and four (4) office days and can be completed for the not to exceed fee of \$10,500.**

CARSON CITY
340 North Minnesota St.
Carson City, NV 89703-4152
(775) 883-1600 • fax: (775) 883-1656

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Scott Morgan
Community Services Director
DOUGLAS COUNTY PARKS
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Deliverables:

1. Pdf copy of project base map.
2. AutoCAD Civil 3D 2023 drawing file.
3. Pdf copy of trail easement description and exhibit.

Client Responsibilities:

1. Un-restricted access to site.

RCI will invoice for services rendered monthly, billed in accordance with the scope of work defined in this proposal letter, and with the terms and conditions outlined in the attached Professional Services Agreement (PSA) and RCI's Fee Schedule and as defined in the current Douglas County On-Call Land Surveying and Survey Review Services contract. If this proposal and work plan are acceptable, please complete Client billing and project contact information and sign on page 2 of the PSA, initial each page (Letter, PSA & RCI Fee Schedule), and return a complete copy to our office (electronic copy is sufficient).

Schedule:

RCI anticipates that we can complete the described work within fifteen - twenty (15-20) business days weather and site conditions dependent of our receipt of your signed authorization to proceed. Please do not hesitate to contact me if you have any questions.

We thank you for considering RCI for your professional land surveying needs.

Respectfully,



Todd Enke, P.L.S.
Survey Director

Enclosures: Charges & Terms

RCI _____ Client _____

PROFESSIONAL SERVICES AGREEMENT

TERMS AND CONDITIONS

1. CLIENT retains Resource Concepts, Inc. (RCI) to perform professional services. RCI's Scope of Services defines the "PROJECT."
2. The PROJECT is located at **Walley's Hot Springs in Genoa** and will be known as the **Douglas County Community Development -Surveying Services – Walley's Trail Easement**.
3. The duties and responsibilities of RCI are described in the Scope of Services, which is attached to and made a part of this Agreement. In providing services under this Agreement, RCI shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. RCI shall not be responsible for job site safety, nor means, methods, techniques, and sequences of construction.
4. The cost of services under the Assignment will be accomplished on a "Time and Materials" basis, as determined by the RCI Fee Schedule attached to and made a part of this Agreement.
Based on our previous and ongoing professional relationship, no retainer is required.
5. Additional professional services related to this Assignment will be performed by RCI at the request of CLIENT for an additional professional fee as determined by the RCI Fee Schedule then in effect. Such additional services will be attached to and made part of this Agreement by Additional Services Addendums, signed, and dated by both parties.
6. CLIENT shall designate a person to act as CLIENT's representative with respect to services to be rendered under this Agreement. Such representative shall have complete authority to act on CLIENT's behalf on all matters concerning the PROJECT.
7. CLIENT shall provide to RCI all existing data, plans, reports, and other information known to, in possession of, or under control of CLIENT which are relevant to the execution of RCI's duties on the PROJECT and coordinate other available data and services of others pertinent to the PROJECT. The CLIENT will also provide all criteria and full information as to CLIENT's requirements for the PROJECT, including design criteria, objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. RCI shall be entitled to rely upon all such information and services in performing its services under this Agreement.
8. RCI shall provide, pay for, and maintain in force at all times the required insurance coverages, including professional liability insurance, while performing services under this Agreement. CLIENT shall compensate RCI for services performed. Invoices will be submitted for payment monthly. Invoices are due upon presentation and are past due thirty (30) days from invoice date. Past due accounts are subject to one and one-half percent (1-1/2%) service charge per month, or the maximum allowed by law. Time and expenses incurred (including attorney's fees and collection costs) will be added to the total amount due. Payment on delinquent invoices will first be applied to accrued interest and then to the principal amount. If CLIENT objects to all or any portion of invoice, CLIENT will so notify RCI in writing fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice.
9. RCI shall provide, pay for, and maintain in force at all times the required insurance coverages, including professional liability insurance, while performing services under this Agreement. CLIENT agrees to limit liability for claims arising out of performance of the services described in this Agreement. It is agreed the aggregate liability of RCI will not exceed the greater of its fees or \$10,000 for negligent professional acts, errors, or omissions, including attorney's fees and costs which may be awarded to the prevailing party. CLIENT agrees to indemnify and hold harmless RCI from and against all liability in excess of the monetary limit established above.

RCI _____ Client _____

Client/Project Name: Douglas County Community Development -Surveying Services – Walley's Trail Easement RCI Project #: TBD Date: June 29, 2023
PSA Cost Estimate: \$10,500 Time & Materials in accordance with the current RCI Fee Schedule.

10. RCI and CLIENT shall endeavor to resolve a Dispute by negotiation. If negotiations are unsuccessful, RCI and CLIENT shall, at the request of either, attempt to mediate the Dispute before a mutually acceptable mediator in Carson City, Nevada. In the event the Dispute is not successfully mediated, both RCI and CLIENT agree to submit the Dispute to litigation in the court of competent jurisdiction.
11. The provisions of this Agreement assume the orderly and continuous progress of the PROJECT through the completion of the services contained herein. RCI's obligation to render services hereunder will extend for a period that may reasonably be required for the performance of RCI's services and required extensions thereto. This period through initial submittal is estimated to be **fifteen to twenty (15-20) business days**, beginning upon RCI's receipt of this signed Agreement from the CLIENT. It is recognized by the parties that PROJECT approval will be based on agency time required to review this PROJECT and is not within the control of RCI. RCI shall not be liable for claims arising out of delays caused by factors beyond its reasonable control.

IN WITNESS WHEREOF, the parties have executed this Consulting Agreement on the dates indicated below to be effective as of the date first above written.

Services under this Agreement may be

Client Name: _____ Billing Contact Name: _____ Title: _____
 Billing Address: _____ City: _____ State: _____ Zip: _____
 Ph #: _____ Cell #: _____ Email: _____
 Billing Invoice Preference: Email USPS (choose one or both)
 Authorized By: _____ Title: _____ Date: _____
 (Signature) _____
 Same as Client billing contact Info.

CLIENT (project contact)

Contact Name: _____ Title: _____
 Contact Address: _____ City: _____ State: _____ Zip: _____
 Ph #: _____ Cell #: _____ Email: _____

RCI

RCI Principal: _____ Name & Title: _____ Date: _____
 (Signature) _____
 RCI Project Manager: Todd A. Enke, P.L.S. – Survey Director Ph#: (775) 883-1600 Email: todd@rci-nv.com
 RCI Address: 340 N. Minnesota St., Carson City NV 89703-4152 Ph#: (775) 883-1600 Web Site: www.rci-nv.com

Note: Work Authorized is as described in letter dated: June 29, 2023

RCI _____ Client _____

Client/Project Name: Douglas County Community Development -Surveying RCI Project #: TBD Date: June 29, 2023
Services – Walley's Trail Easement
 PSA Cost Estimate: \$10,500 Time & Materials in accordance with the current RCI Fee Schedule.



2022 FEE SCHEDULE

Billing Rate (\$)

ENGINEERING SERVICES	Principal Engineer.....	210.00
	Engineering Project Manager	190.00
	Senior Civil Engineer II.....	175.00
	Senior Civil Engineer I.....	165.00
	Project Engineer II.....	155.00
	Project Engineer I.....	145.00
	Staff Engineer.....	135.00
	Engineering Intern II.....	120.00
	Engineering Intern I.....	110.00
	Engineering Technician II ^{1/2/}	90.00
	Engineering Technician I ^{1/2/}	80.00
	Field Inspector ^{1/2/}	75.00
DESIGN SERVICES	Senior Designer.....	125.00
	Designer.....	115.00
SURVEYING SERVICES	Principal Surveyor.....	210.00
	Survey Director.....	190.00
	Senior Land Surveyor.....	170.00
	Licensed Land Surveyor.....	140.00
	Senior Survey Tech (LSIT) ^{1/2/}	130.00
	Survey Technician II ^{1/2/}	110.00
	Survey Technician I ^{1/2/}	90.00
	One-Man Survey Crew ^{1/2/}	145.00
	Two-Man Survey Crew II ^{1/2/}	195.00
	Two-Man Survey Crew I ^{1/2/}	170.00
	Three-Man Survey Crew ^{1/2/}	255.00
	Survey Drone (per day).....	150.00
	^{1/} Overtime & Saturdays.....	1.5x regular hourly rate
	^{2/} Sunday & Holidays.....	2x regular hourly rate
	^{2/} These rates will be adjusted for services subject to certified payroll reporting & Prevailing wages under the Davis-Bacon Act.	
PLANNING SERVICES	Certified Planner.....	120.00
	Staff Planner.....	105.00
ADMINISTRATIVE SERVICES	Accounting/Business Manager.....	100.00
	Computer Technician.....	100.00
	Accounting Staff.....	80.00
	Desktop Publisher.....	85.00
	Word Processor.....	75.00
	Secretary.....	65.00
	Technical Aide.....	50.00
Travel Expenses	Mileage.....	.75¢ mile
	ATV Use.....	150.00 day
	UTV Use.....	200.00 day
	<i>Per Diem:</i> Per State (GSA) Rates for Meals & Incidentals.....	Varies by Location
	Lodging.....	Cost Plus 15%
Copies, Prints & Plots (b/w & color)	8½" x 11" to 11" x 17" black/white prints & copies.....	.15¢ each
	8½" x 11" to 11" x 17" color prints & copies.....	.50¢ each
	24" x 36" & up black/white plots.....	3.00 each
	24" x 36" & up color plots.....	8.00 each
	24" x 36" Mylar.....	20.00 each
GIS Prints & Plots* (color)	8½" x 11" to 11" x 17" GIS color prints.....	3.00 each
	24" x 36" GIS color plot.....	15.00 each
	Up to 36" x 72" GIS custom color plot.....	20.00 each
	* When using an aerial, photo, or quad background	
	Third-Party Administrator Fees.....	Cost Plus 15%
	Other Reimbursable Expenses.....	Cost Plus 15%
	Consultants/Contractors.....	Cost Plus 15%
Legal Services	Depositions and Preparation.....	1.5x regular hourly rate
	Expert Witness Testimony and Preparation.....	2x regular hourly rate

Terms of Payment: Invoices are due upon presentation and are past due thirty (30) days from invoice date. Past due accounts are subject to one and one-half percent (1½%) service charge per month, or the maximum allowed by law. Payment on delinquent invoices will first be applied to accrued interest and then to the principal amount. Time and expenses incurred (including any attorney's fees and collection costs) will be added to the total amount due. RCI accepts credit card payments, subject to a 4% convenience fee

This confidential information is intended only for the use of Client and is valid for the attached proposal for professional services dated June 29, 2023. This information should not be distributed without the written authorization of RCI.

CARSON CITY
 340 North Minnesota St.
 Carson City, NV 89703-4152
 (775) 883-1600 • fax: (775) 883-1656
 Effective: December 2021

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

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

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises;
 - (b) In the performance of your ongoing operations performed by you or on your behalf; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

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

- (i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property



damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

- (1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations performed by you or on your behalf;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

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

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

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs f.(2)(a) or f.(2)(b) above.



coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured under this Coverage Part must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured under this Coverage Part must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured under this Coverage Part must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured under this Coverage Part, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with such additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured under this Coverage Part only when such "occurrence", offense, claim or "suit" is known to:



- (1) You or any additional insured under this Coverage Part that is an individual;
- (2) Any partner, if you or an additional insured under this Coverage Part is a partnership;
- (3) Any manager, if you or an additional insured under this Coverage Part is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured under this Coverage Part is a corporation;
- (5) Any trustee, if you or an additional insured under this Coverage Part is a trust; or
- (6) Any elected or appointed official, if you or an additional insured under this Coverage Part is a political subdivision or public entity.

This Paragraph f. applies separately to you and any additional insured under this Coverage Part.

3. Legal action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

5. Representations

a. When You Accept This Policy

By accepting this Policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this Policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

6. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk, Owner Controlled Insurance Program or OCIP, Contractor Controlled Insurance Program or CCIP, Wrap Up Insurance or similar coverage for "your work";



(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section B. Exclusions.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section B. Exclusions.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.



If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

7. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purpose of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purpose of attracting customers or supporters is considered an advertisement.
2. "Advertising idea" means any idea for an "advertisement".
3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
4. "Auto" means:
 - a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.However, "auto" does not include "mobile equipment".
5. "Bodily injury" means physical:
 - a. Injury;
 - b. Sickness; or
 - c. Diseasesustained by a person and, if arising out of the above, mental anguish or death at any time.
6. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above;
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER
FROM OTHERS ENDORSEMENT**

Policy Number: 34 WEG AM4HXK

Endorsement Number:

Effective Date: 07/13/23

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: RESOURCE CONCEPTS, INC.

340 N MINNESOTA ST
CARSON CITY NV 89703

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

SCHEDULE

Any person or organization for whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by _____
Authorized Representative

COPY

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

18th day of July, 2023

By A. D. Mc Deputy