

NST ENGINEERING

***1495 Riverside Drive • Susanville, CA 96130
(530) 257-5173 • FAX (530) 257-6272***

***Brian Morrish, R.C.E.
Jeffery A. Morrish, R.C.E.
Vernon H. Templeton, R.L.S.***

August 1, 2025

Susan Doran
IVCSD Board
PO Box 160
Greenville, CA 95947

Re: Public Safety Center
Phase #1 - Grading and Drainage Improvements

Dear Board Members,

The Site Grading Plans have been sent to the Building Department on July 24, 2025. The Building Permit Application was sent to Dig It Construction for signature and we have received it from them. We are awaiting your Board signature so we can forward the signed application to the Building Department for the records.

On July 16th, we sent the Notice of Award to Dig It Construction and a copy of the contract for their review and approval. They had 15 working days to return to our office. The signed Notice of Award was received July 30th. Due to the delays since the bid opening in awarding the contract, Caleb Holland of Dig It Construction and myself have discussed the start date and have decided that September 5th with an ending date of December 9th (95 days) is most feasible due to his present work schedule.

As I looked at the bid you received from Dig It Construction, the two bid alternatives #1 and #2 were included in the total bid price. These alternatives included the work in the Cal Trans right of way, water main, fire hydrant, driveway encroachments, and the removal of the unused excavated material off-site. Since you approved a total bid of \$925,868 at your District meeting, the two bid alternatives will be included in the Scope of Work. That is great because I believe you get a better product when the material is removed now and the Cal Trans Encroachment permit is good for one (1) year without request of extension. Therefore, the permit should be considered complete before that expiration date, if the work is completed this year.

Finally, I need the District Board chairman to also sign the attached contract in order for us to proceed. I will then prepare the Notice to Proceed with start date of September 5th to Dig It Construction.

If you have any questions, please call.

Sincerely,

Jeff Morrish

Recd 7/10/25

NOTICE OF AWARD

To: Dig-It Construction
Caleb Holland, President
PO Box 494
Chester, CA 96020

PROJECT Description: Grading and Drainage Improvements
Phase #1 – Indian Valley Public Safety Center

The Indian Valley Community Services District (IVCSD) has considered the Bid submitted by you on May 22, 2025 for the above-described project in response to its Advertisement for Bids and Instructions to Bidders. You are hereby notified that on June 18, 2025 the IVCSD accepted your Bid in the amount of \$925,818.00

You are required by the Instructions to Bidders to execute the Agreement and furnish the required Contractor's Performance BOND, Payment BOND, and Certificates of Insurance within fifteen (15) working days from the date of this Notice to you. Please sign and return the following forms:

1. Acceptance of this Notice of Award
2. Agreement Form
3. Performance Bond
4. Payment Bond
5. Certificates of Insurance

If you fail to execute said Agreement and to furnish said BONDS and Insurance Certificates within fifteen (15) working days from the date of this Notice, the IVCSD will be entitled to consider all your rights arising out of the IVCSD's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The IVCSD will be entitled to such other rights as may be granted by law.

The IVCSD would prefer if you would electronically sign the Agreement form directly in the PDF Contract Documents and return it for execution by the IVCSD. Please provide the bonds and insurance certificate only as paper documents.

After execution of the Agreement, a preconstruction conference will be scheduled, and the Notice to Proceed will be issued to document the contract times.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the IVCSD.
Dated this 16th day of July, 2025.

Indian Valley Community Services District


Jeff Morrish, Project Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By  _____

on this the 20 day of July, 2025

By Caleb Holland
(print name)

Title President

**INDIAN VALLEY COMMUNITY SERVICES DISTRICT
PUBLIC WORKS CONTRACT**

This Public Works Contract is made between the **INDIAN VALLEY COMMUNITY SERVICES DISTRICT** (herein "IVCSD") and

DIG-IT CONSTRUCTION

(herein "Contractor"), for the following Project:

(§1) **Indian Valley Public Safety Center – Phase I (Grading & Drainage Improvements)**

and incorporates herein by reference Contractor's bid to perform said Project dated **<Project Start Date>**

SUMMARY OF SELECTED TERMS

(§2) Contract Price: \$ 925,818
 (§3) Time of Completion 95 calendar days after mailing or delivery of Notice to Proceed
 (§4) Liquidated Damages \$2,000 per day of delay (see Section 4 of contract)

BONDS AND INSURANCE

			Required	Not required
(§5) Bonds:				
(a)	Faithful Performance Bond		<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b)	Labor and Materials Bond		<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c)	Retention Bond		<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d)	Bid Bond		<input checked="" type="checkbox"/>	<input type="checkbox"/>
(§6) Insurance Policies:				
(a)	Commercial General Liability	(\$1 million)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b)	Personal Auto Liability	(\$ 300,000)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Business Rated Auto Liability	(\$1 million)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Commercial Auto Liability	(\$1 million)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c)	Workers' Compensation		<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d)	Errors and Omissions	(\$1 million)	<input type="checkbox"/>	<input checked="" type="checkbox"/>

(§24) **Contractor:**
Digit Construction, Inc.
PO Box 494
Chester, LA 70620
 Contact Person: *Calvin Holland*
(530) 258-3306
 e-mail: *office@digitconst.com*
 Fed Tax ID: *16-1695023*

IVCSD:
 (530) 284-7224
 127 Crescent St #1
 Greenville, CA 95947
 office@indianvalleycsd.com
 Attn: Jeff Morrish, Project Manager
 (530) 257-5173
 nst@frontiernet.net

Contractor Status (check all that apply):

Corporation: ☒ Calif. ☐ Other ☐ LLC ☐ Nonprofit
 Partnership: ☐ Calif. ☐ Other ☐ LLP ☐ Limited
 Person: ☐ Individual ☐ DbA ☐ Ass'n ☐ Other

ATTACHMENTS

Designate all required attachments:

		Required	Not Required
Exhibit A:	PCC Secs. 20104.2 & 20104.4	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit B:	Scope of Work	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit C:	Schedule of Changes to this Contract Form	<input type="checkbox"/>	<input type="checkbox"/>

Contractor approves this page



Terms

Each term of this Contract below specifically incorporates the information set forth in the Summary at page one (1) above as to each respective section (§) therein, as the case may be.

1. **SCOPE OF WORK; CONTRACT DOCUMENTS; SUCCESSORS:** The Contractor shall do the work for the Project and provide materials as shown in Exhibit B attached hereto. The contract documents include this contract, any general and special conditions, plans and specifications, bidding documents, addenda, and proposals submitted by Contractor. Any inconsistencies between the documents shall be resolved by according the highest priority to this Contract, any special provisions or conditions, and the standard specifications. The contract documents may only be amended by written mutual consent or by written change order. The parties bind their successors in interest to every covenant and obligation in the contract documents.

2. **CONTRACT PRICE AND PAYMENTS:** The contract price is specified at \$2 on page one (1).

Contractor may apply for progress payments on a monthly basis. Contractor shall submit a signed invoice covering the work completed to that date, and accompanied by supporting documentation to the IVCS D's satisfaction. Progress payments will be in an amount equal to 95 percent (95%) of the work completed. Contractor may substitute securities for any retention as set forth in PCC Sec. 22300.

Pursuant to PCC Sec. 20104.50, each payment request shall be reviewed by IVCS D as soon as practicable after receipt. Any request not suitable for payment shall be returned promptly, and in no event later than seven calendar days from its date of receipt. A request that is returned unpaid shall be accompanied by a written explanation by the IVCS D. The number of days available by the IVCS D to make a payment without incurring interest pursuant to PCC Sec. 20104.50 shall be reduced by the number of days by which the IVCS D exceeds the seven day return requirement.

Payment of any retention for the completed project will not be due until at least 35 days after the recording of the Notice of Completion, or no later than 60 days after completion of the Project as defined in PCC Sec. 7107, whichever occurs first. Payment may be made earlier if the IVCS D receives from each and every subcontractor and supplier an 'Unconditional Waiver and Release Upon Final Payment' in the form prescribed by Civil Code Section 3262(d). Acceptance of final payment will be deemed a waiver of all claims except those which were timely made pursuant to claims and civil action procedures described in Exhibit A.

Invoices, or other applications for IVCS D payment, shall contain detailed full documentation of all work performed and all reimbursable expenses incurred. Where the Scope of Work is divided into tasks, invoices shall detail the related expenditures accordingly. No expense will be reimbursed without documentation.

3. **CONTRACT TIME:** Contractor shall commence work within ten (10) days after mailing or personal delivery by IVCS D of a written Notice to Proceed. All work shall be completed for acceptance on or before the number of days following the mailing or delivery of the Notice to Proceed indicated on page one (1). After issuance of the Notice to Proceed, the IVCS D may, at any time and without cause, suspend the Project work, or any portion of it, for a reasonable period of time by giving at least 72 hours advance written notice to the Contractor.

Time is of the essence. If the work is not timely completed, subject to such extensions as the IVCS D may grant for unavoidable delay, the Contractor may be assessed damages for delay in accordance with the liquidated damages clause below. The IVCS D reserves sole discretion to determine issues of delay. Any liquidated damages may be deducted as an off-set against any amounts due to the Contractor.

4. **LIQUIDATED DAMAGES:** IVCS D and Contractor acknowledge that the IVCS D will suffer financial loss if the Project is not completed within the time specified. They also acknowledge the difficulty of ascertaining with specificity the exact amount of such loss. Instead of requiring proof with specificity, the parties agree that the amount of liquidated damages shall be the amount shown on page one, payable to IVCS D for each day that expires after the time specified for completion on page one.

Liquidated damages shall be payable by Contractor only if the delay results from the failure of Contractor to perform timely, and not because of delays occasioned by the IVCS D, State, or any federal agency.

5. **BONDS:** All bonds required under this Contract shall be issued by a corporation duly licensed to transact surety business in California. The bond must be executed by proper corporate signatories, and adequate proof of their authority to act and bind the surety must be provided to the IVCS D.

REQUIRED BONDS (CONFORMS TO §5 ON PAGE 1)

- (a) A Faithful Performance Bond is required if this Contract's price exceeds \$25,000 in order to ensure completion of the Project, per this Contract, in the amount of 100% of the Contract price; it shall remain in effect during the warranty period on any work or equipment.
- (b) A Labor and Materials Bond is required if this Contract's price exceeds \$25,000 in order to ensure proper payment to all persons so entitled because of supplying materials and labor; it shall remain in effect until the expiration of 35 days after recording of the Notice of Completion.
- (c) A Retention Bond may be required in order to ensure that funds remain available after completion of the Project in lieu of a cash retention; the IVCS D's election in this regard is shown on page one.

6. **LIABILITY INSURANCE; WORKERS' COMPENSATION INSURANCE:**

GENERAL REQUIREMENTS FOR INSURANCE

All policies of insurance required by this Contract shall remain in full force and effect throughout the life of this Contract. The insurance shall have a provision that 30 days advance written notice will be given to the IVCS D before any termination or change in coverage protection, or reduction in coverage limits (except 10 days notice for non-payment of premium).

Failure to provide and maintain the insurance policies, endorsements, or certificates of insurance required by this Section shall constitute a material breach of this Contract and serve as a basis for the IVCS D to suspend payments or terminate this Contract. The contractor also shall cause and require each subcontractor, or any assignee, to comply with the requirements of this Section.

ADDITIONAL REQUIREMENTS FOR LIABILITY INSURANCE

Liability insurance shall be payable on a "per occurrence" basis unless the IVCS D specifically consents to "claims made" coverage. If the IVCS D does consent to "claims made" coverage, and if Contractor changes insurance carriers during the term of the Contract, or during any extensions, then Contractor shall carry "prior acts" coverage.

Liability insurance, including both commercial general liability insurance and automobile liability insurance, shall have an endorsement naming the IVCS D and its officers, agents, employees and volunteers as additionally insured, and in the event of insured loss the Contractor's liability insurance shall apply as primary insurance, and other insurance maintained by the IVCS D shall be excess only and not contributing with Contractor's insurance. The additional insured endorsement shall be evidenced by form CG 20 10 11 85 or equivalent, subject to approval by the IVCS D's Risk Manager.

At all times, the Contractor shall maintain policies issued by companies with an Best's Rating of B+ or higher, or a Best's Financial Performance Rating of 6 or higher, according to the current A.M. Best's Key Rating Guide, or shall be issued by companies approved by the IVCS D's Risk Manager. In the event the Best's Rating or Best's FPR falls below the rating required by this Section, then the Contractor shall promptly secure policies which do comply with this Section.

REQUIRED INSURANCE (CONFORMS TO §6 ON PAGE 1)

- (a) As indicated on page one, the Contractor shall promptly provide proof of broad form coverage for Commercial General Liability Insurance with a combined single limit of not less than one million dollars (\$1,000,000).
- (b) At IVCS D's option, as indicated on page one, the Contractor shall promptly provide proof of coverage for Personal, Business Rated, or Commercial Auto Liability Insurance for each vehicle

used, including non-owned and hired automobiles. The coverage shall be combined single limit and shall include death, bodily injury, property damage, and uninsured and underinsured coverage, in the amount shown on page one.

- (c) As indicated on page one, the Contractor shall provide proof of adequate Worker's Compensation Insurance, as required by law. Contractor hereby certifies that it is aware of the California Labor Code (Section 3700 *et seq.*) requirement that every employer be insured before commencing work, and that every contractor require this insurance as to all of its subcontractors before they commence work.
 - (d) At IVCS's option, as indicated on page one, the Contractor shall promptly provide proof of coverage for Professional Liability Insurance, or "an errors and omissions" policy, in the amount shown on page one (1).
7. **RISK OF LOSS; INDEMNIFICATION:** Loss or damage to equipment, materials, or services, occurring on or off the work site, shall be the responsibility of the Contractor. The IVCS shall not assume liability for completed work until the IVCS has accepted the work as complete.
- The contractor shall indemnify, hold harmless, and defend the IVCS and its consultants, agents, officers, employees, and volunteers from and against all claims, damages, losses, and attorneys' fees, and related expenses, whether direct or indirect, arising out of the negligent actions or willful misconduct of the Contractor, or its agents, except to the extent caused by the negligence or misconduct of the IVCS or its agents or employees.
8. **ASSIGNMENT:** No assignment or transfer of obligation relating to this Contract shall be valid unless it is approved in advance in writing by both parties.
9. **CHANGES IN THE WORK:** The IVCS may order additions, deletions, or revisions in the Project which shall be authorized by written change order. Prior to doing any additional work that the Contractor finds necessary, such change shall be reduced to writing as a written change order request to be approved by the IVCS before the additional work is undertaken. Changes in contract price due to change orders shall be established by any of the following: (1) unit prices, where bidding was done by unit price; (2) the actual cost of work plus 15% for overhead and profit together; or (3) by mutual acceptance of a lump sum.
10. **MATERIALS AND EQUIPMENT FOR INSTALLATION:** All material and equipment installed shall be of good quality, and new, unless this Contract provides otherwise. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or a particular supplier, it is intended to establish the type, function, and quality required. Any substitutions require the IVCS's express consent prior to use or installation. All of the manufacturer's operating and maintenance instructions shall be delivered to the IVCS prior to Contractor's receipt of final payment.
11. **WARRANTY AND CORRECTION PERIOD:** If any work or installation is defective within one year after the date of completion of the Project, or such longer period of time as may apply by reason of special guarantees or legal regulations, the Contractor shall either correct such work or replace it with non-defective work, at no cost to the IVCS. If the Contractor does not correct or replace the work in a prompt manner, then the IVCS may elect to have the work corrected or replaced at the sole expense of the Contractor. "Defective" means a sub-standard or inferior product, whether from the quality or quantity of the materials used, the quality of workmanship, or the performance of the Contract.
12. **PERMITS AND TAXES:** Unless otherwise provided in the Contract Documents, the Contractor shall obtain, and pay for, all construction permits, licenses or other permits necessary to complete the Project, and shall be responsible for all governmental charges, inspection fees, utility connection charges, and sales and use taxes.
13. **PAYROLL RECORDS:** The Contractor shall be responsible for keeping accurate payroll records as required by California Labor Code Section 1776. Pursuant to Section 1776 (g) and (h), notice is given



that the Contractor may be assessed a penalty of \$25 per worker if a certified copy of such records is not made available within 10 days of request.

14. **PREVAILING WAGE RATES:** Performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with Section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code §§1720, et seq.; and shall be in conformity with Title 8 of the California Code of Regulations §§200 et seq., relating to apprenticeship. Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract.

Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>. The Contractor shall post a copy of the wage rates on the job site. Any employee whose type of work is not covered by any of the classified wage rates shall be paid not less than the rate of wage listed for the classification which most nearly corresponds to the type of work to be performed.

Contractor and all subcontractors must comply with the requirements of Labor Code Section 1771.1(a) pertaining to registration of contractors pursuant to Section 1725.5. Registration and all related requirements of those Sections must be maintained throughout the performance of the Contract.

Contracts to which these prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.

The IVCS D is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.

Pursuant to California Labor Code Section 1775, the Contractor shall forfeit no more than \$50 per calendar day, or portion of a day, for each worker paid less than the prevailing rates for such work or craft, and the penalty shall be imposed and distributed pursuant to Section 1775.

15. **NON-DISCRIMINATION:** While this Contract is in effect, the Contractor shall comply with all provisions of California Labor Code Section 1735, as amended, regarding non-discrimination practices and equal employment opportunity.

16. **BOOKS OF RECORD AND AUDIT:** The Contractor shall maintain on a current basis complete books and records relating to this Contract, including but not limited to: (a) all income and all expenditures; (b) an itemization of all debits and credits for the work on this Project; (c) canceled checks, receipts and invoices; and (d) travel and field expenses. These records shall be maintained for five years following completion of the Project.

The Contractor will permit the IVCS D to audit all these books and records at the Contractor's premises. Alternatively, at the IVCS D's option, the Contractor will bring all books and records within 15 days to a location designated by the IVCS D in a written notice to that effect.

The Contractor shall refund any moneys erroneously charged. If the IVCS D ascertains an erroneous billing equal to 5% or more of the original bid, the Contractor shall be liable for the costs of the audit in addition to any other legal consequences.

17. **PRIOR IVCS D EMPLOYMENT:** Pursuant to IVCS D Resolution No. 03-353, notice is given of the prohibition against certain former officials receiving direct remuneration from any legal entity that entered a contract or grant agreement with the IVCS D during the official's last twelve (12) months in office. The officials include former members of the Board of Supervisors, a former CEO, or a former Purchasing Agent.

18. **TERMINATION:** The IVCS D reserves the right to terminate this Contract based on the following:



- (a) The Contractor becomes a party in U.S. Bankruptcy Court because of a voluntary petition or a petition filed by creditors.
- (b) The Contractor makes a general assignment for the benefit of creditors.
- (c) If a trustee, receiver, or custodian of assets is appointed to take charge of the property of the Contractor for the purpose of enforcing a lien or administration of such property for the benefit of creditors.
- (d) If the Contractor declares or admits that it is unable to pay its debts generally as they become due.
- (e) If the Contractor persistently fails to perform the work of the Project in accordance with the Contract Documents, or substantially disregards the Documents.
- (f) If the Contractor disregards any relevant laws or regulations, whether they are federal, state, or local.
- (g) If the Contractor disregards the reasonable directions of the IVCSA's supervisory staff, including the Contract Administrator.

The IVCSA may terminate this Contract after giving seven days advance written notice to the Contractor. After termination is effective, the IVCSA may take sole possession of the work site and have the work finished with materials and equipment stored on or off the site. As time is of the essence, the IVCSA is not obligated to obtain the lowest price for the work performed. If the unpaid balance owing to the Contractor is less than the IVCSA's cost of finishing, then the IVCSA will demand payment of the difference from the Contractor. The Contractor shall not be entitled to any payment until the work is finished. The IVCSA's implementation of this Section shall not waive or be deemed to prejudice any other rights or remedies to which the IVCSA is entitled.

19. **CONTRACT ADMINISTRATION:** The IVCSA may designate staff, or hire professional services, as "Contract Administrator" for Project supervision and administration. The Contract Administrator is delegated authority to determine the amount, quality, acceptability and fitness of the work, materials, and equipment to be paid under this Contract, to decide all questions relative to Contract interpretation, to reject all work or material which does not conform to the terms of this Contract, and to make a final determination on all claims submitted to the IVCSA.

If there is an apparent ambiguity in the Contract Documents, the Contractor shall request a written interpretation from the Contract Administrator. If the Contractor believes that an interpretation justifies an increase in the Contract Price, or an extension of the Contract Time, and the parties are unable to agree on the amount or extent, then the Contractor may make a claim.

The Contract Administrator may, only in writing, authorize or require variations in the work from what is shown in the Contract Documents. If the Contractor and the IVCSA cannot agree on a change order amount or extension of time, the Contractor may make a claim. If the Contract was based on unit pricing, the Contract Administrator will determine the actual quantities and classifications of unit price work.

The Contract Administrator's written decisions will be final and binding on the Contractor unless the Contractor timely delivers a written notice, in the form of a claim with supporting facts and reasons, that the Contractor disputes the decision.

For every claim that the Contractor makes, it shall provide adequate documentation for consideration of the claim. This documentation shall be supplemented at the request of the IVCSA, and may include bidding calculations, forms, cost estimates, time sheets, trend reports, job cost analysis records, labor records, as-built documents, or any other relevant documents from the bidding and construction. Further, the IVCSA may conduct an audit of all relevant books and records, particularly relating to overhead, profit, or general office expenses charged to the Project.

20. **CLAIMS RESOLUTION AND CIVIL ACTION PROCEDURES:** California Public Contract Code (PCC) §§20104 – 20104.6 govern all public works claims of \$375,000 or less which arise between a contractor and a local agency. In PCC §20104(b)(2) it is stated that "Claim" means a separate demand by the

contractor for (a) a time extension; (b) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work, and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to; or (c) an amount the payment of which is disputed by the local agency. Exhibit A of this Contract contains copies of the following: Claims Resolution Procedures are set forth in PCC §20104.2, and Civil Action Procedures are set forth in PCC §20104.4.

Public Contract Code §9204, as enacted by AB 626, establishes a claim resolution process required for public works projects. In the event of any conflict between the provisions this Contract and Public Contract Code §9204, the provisions of Public Contract Code §9204 shall prevail.

21. **NO WAIVER OF RIGHTS BY IVCS D:** No waiver of any right or remedy belonging to the IVCS D shall be deemed to have occurred because of any action or inaction by the IVCS D in its performance of this Contract.

22. **SEVERABILITY; COUNTERPARTS:** If any provision of this Contract is found by a court to be unenforceable or void, then both parties shall be relieved of all obligations arising from the provision, and the remainder of this Contract shall continue in full force and effect.

This Contract may be executed in counterparts, and each counterpart shall be deemed an original instrument.

23. **JURISDICTION AND VENUE:** This Contract shall be construed in accordance with the laws of the State of California, and the venue for any litigation arising under this Contract shall be IVCS D Superior Court, or if federal issues are involved, in the U.S. District Court - Eastern District of California (Sacramento Division).

24. **NOTICES:** Any notices from one party to the other with respect to important matters related to this Contract shall be mailed, faxed, e-mailed, or delivered as shown on page one (1).

EXECUTION: The signatures below indicate acceptance of, and execution of, this Contract, as of the date when execution has been completed by both parties.

CONTRACTOR:

IVCS D:



Caleb Holland
Name
President
Title
747715
Contractor's License Number
9-20-25
Date

Name

Title

Date

Attest

Title

Date

EXHIBIT "A"
**COPY OF PUBLIC CONTRACT CODE SECTIONS ON CLAIMS RESOLUTION PROCEDURES
AND CIVIL ACTION PROCEDURES**
(as of December 4, 2007)

20104.2 Claims; requirements; tort claims excluded

20104.2. For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

20104.4 Civil Action Procedures; mediation and arbitration; trial de novo; witnesses

20104.4. The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 [commencing with Section 2016.010] of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or IVCSD funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.



EXHIBIT "B"
SCOPE OF WORK

**SEE ORIGINAL "ADVERTISEMENT TO BID / NOTICE TO CONTRACTORS" DATED APRIL 1, 2025
FROM NST ENGINEERING.**

A handwritten signature in black ink, appearing to be a stylized 'C' or 'W', is written over the signature line.

***INDIAN VALLEY
PUBLIC SAFETY CENTER
19646 HIGHWAY 89
GREENVILLE, CA***

***GRADING / DRAINAGE IMPROVEMENTS
FOR
INDIAN VALLEY
PUBLIC SAFETY CENTER
19646 HIGHWAY 89
GREENVILLE, CA
PLUMAS COUNTY***

***PREPARED BY
NST ENGINEERING
1495 RIVERSIDE DRIVE, SUSANVILLE, CALIFORNIA 96130
ENGINEERING / PLANNING / SURVEYING (530) 257-5173***

***April 1, 2025
JOB NO. 22-49***

ADVERTISEMENT TO BID
NOTICE TO CONTRACTORS
SEALED PROPOSALS
INDIAN VALLEY PUBLIC SAFETY CENTER
19646 HIGHWAY 89
GREENVILLE, CA

Will be received at Indian Valley Community Services District, P.O. Box 207 Crescent Mills, CA 95934, until 11:00 a.m. on April 30, 2025, at which time they will be publicly opened and read in the office at the above address.

General Work Description:

Complete Mass Grading / Drainage Improvements and SWPPP Erosion Control Improvements as noted on plans dated April 1, 2025 by NST Engineering, titled "Grading and Drainage Plan" and Preliminary Soils Report dated September 9, 2022.

Mandatory Walk through and Pre Bid Conference is for all prospective bidders. Prebid Conference will be held at 10:00 a.m., April 16, 2025 at the Project Site (19646 Highway 89).

The successful bidder must possess the following proper classification of Contractor's license: Class A General Engineering license; Class C-12 for earthwork and paving for site; and C-34 license for Highway Encroachment and water main.

This contract is subject to the provisions of Section 22300 of the California Public Contract Code, which provides for the substitution of securities for any monies withheld by a public agency to ensure performance under a contract. The bidder's attention is directed to said Section 22300 of the Public Contract Code for the specific requirements and provisions for such substitutions of securities if requested by the Contractor.

This contract is subject to State contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

Plans and specifications will be available on April 9, 2025 and may be obtained at the Office of the Project Engineer, NST Engineering, 1495 Riverside Drive, Susanville, CA. A copy of the bid documents may be obtained at the Engineer's Office upon request and payment of \$ 20.00. The amount of the payment is charged at cost and is not refundable.

The Contractor shall also furnish Certificates of Insurance, with "Indian Valley Community Services District" named as an additional insured, in amounts and coverage as specified in the Specifications.

Indian Valley Community Services District hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

Pursuant to Section 1770 and 1771, of the Labor Code, all Contractors and Subcontractors shall pay the General Prevailing Wage Rates on Public Works Contracts.

Pursuant to Section 1773 and 1773.1 of the Labor Code the general prevailing wage rates in the County in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wage rates are on file with the Indian Valley Community Services District and may be reviewed during normal working hours.

Indian Valley Community Services District reserves the right to reject any or all bids.

SCOPE OF WORK

- Refer to plans and specifications titled "Indian Valley Public Safety Center" by NST Engineering dated April 1, 2025

Specific Work Items Requested for this Bid

1. Provide clearing and grubbing of the site and stock pile excavated materials on easterly end of site into two piles. Separate all organic materials in one pile to be burned and the rest in pile for future removal. Stock pile any uncontaminated base rock material on existing pad near future district shop location.
2. Install erosion control measures per SWPPP prior to and after completion of construction work. Owner to provide QSP inspection during length of contract.
3. Over-excavate the building pad as noted on the plan to elevation 63.0, six feet below finish floor of building, and four feet below finish grade of parking lots and driveways. Maintain the existing driveway encroachment during the construction of the building pad.
4. Install new engineered fill and fabric as noted in the Preliminary Soils Report prepared by NST Engineering, dated September 9, 2022.
5. Install all rock drainage swales and sediment basins as noted in the Erosion Control Plan.
6. All building pad and driveways will be finished with a minimum three (3) inches of Class II base to provide access.

Alternate Bid #1

Upon receipt of Cal Trans Encroachment Permit, install two driveway encroachments, culverts, and install base rock and two (2) inch layer of asphalt paving on driveway encroachments up to property. Install water main across highway from water main to new fire hydrant on Indian Valley Public Safety Center property.

Alternate Bid #2

Remove all excavated material stock piled on-site to approved location off-site.

Time of Completion and Liquidated Damages

The Contractor shall begin work with ten (10) calendar days after the date specified on the "Notice to Proceed", and shall diligently prosecute the same to completion before the expiration of 95 calendar days before or the date that the "Notice to Proceed" is received by the Contractor.

In the event Contractor does not complete the work within the 95 calender as herein provided, for reasons or causes other than those provided for in the contract documents hereof, Indian Valley Community Services District will be damaged. After considering such a breach and all aspects of the work including, but not limited to, the type of installation, the current and future uses of facilities and premises, the disarrangement of the premises and facilities thereof during the work, and additional cost and difficulty of using the disarranged facilities during the work, the parties agree that a reasonable

daily damage for such a short breach, if any, will be two thousand dollars (\$2,000.00) per calendar day and the payment of the same, if any, is payment of liquidating damages and not a penalty. It is understood that this agreement for liquidated damages is entered into because the amount is manifestly reasonable under the circumstances existing at the time of this agreement, and it would be extremely difficult or impossible to determine with any degree of accuracy the actual damages in case of any such breach. In case of such breach, it is agreed that the Owner may deduct the amount of thereof from any money due or to become due said Contractor under this contract.

BID

TO: Indian Valley Community Services District
Grading and Drainage Improvements
19646 Highway 89
Greenville, CA 95947

The undersigned declares that he has carefully examined the location of the proposed work; that he has examined the Contract Documents entitled:

Grading and Drainage Improvements
Indian Valley Public Safety Center
19646 Highway 89
Greenville, CA

and that he has read all the accompanying Scope of Work "Instructions to Bidders" and that he hereby proposes to begin work and complete the project as follows:

Work must be completed in 95 calendar days from the date the Contractor receives Notice to Proceed and approved contract.

Dates of Contract: May 12, 2025 to August 15, 2025

and that he hereby proposes to furnish all labor, materials tools, and equipment, and to perform all the work required, complete in place, in accordance with the Contract Documents, and that he will take in full payment therefore the following prices, to wit:

The undersigned hereby acknowledges the receipt of addenda nos.

By: _____

Signed _____

Date: _____

Title _____

Contractor's License No. _____

Item No.	Description of Items	Price
1	Clearing and grubbing of site and removing debris.	\$_____
2	SWPPP and Erosion Control Measures during construction, and post construction.	\$_____
3	Over excavate building site and driveway site.	\$_____
4	Install engineered fil and fabric.	\$_____
5	Install final rock drainage swales and sediment basins.	\$_____
6	Install base rock over building pad and driveways.	\$_____

BID ALTERNATIVE #1

Install two driveway encroachments and install water main to new fire hydrant
Work is located within Cal Trans right-of way.

\$_____

BID ALTERNATIVE #2

Remove all excavated material stock piled on site to approved location off site.

\$_____

TOTAL BID - \$_____

Indian Valley Community Services District reserves the right to select which items of the project stated above will be selected and awarded in the contract, while the remaining items will be deleted from the Scope of Work.

INDIAN VALLEY PUBLIC SAFETY CENTER
GRADING AND DRAINAGE IMPROVEMENTS
GREENVILLE, CA

DIVISION 1 GENERAL REQUIREMENTS

SECTION 1A SPECIAL CONDITIONS

The Indian Valley Public Safety Center General Conditions and the Special Conditions apply to all work and to each Section of these specifications as if repeated in each Section and for each trade or subcontractor.

The drawings, which are a part of these specification, show the general construction of the site. The drawings and specifications are to be considered as cooperative, and any work or materials shown or mentioned in either one shall be executed as if they were shown or mentioned in both.

Figures shall have precedence over scaled measurements, and details over general drawings

SECTION 1B INTERPRETATION OF PLANS

Neither the Contractor nor his workers, nor any subcontractor or supplier shall make any assumptions as to the intent or meaning of these plans and specifications. The Engineer will make all decisions regarding the intent and meaning of all details of this contract, and the decision will be final. Any information required to fully clarify the intent and meaning of all details shall be requested from the Engineer prior to bidding. After a building contract is signed, the Contractor will not be allowed extra costs for any items of work shown on the drawings, and not included in this bid. If clarification by the Engineer of any item of work results in added cost after the awards of the contract, the Contractor will not be allowed an extra fee.

It will be the responsibility of the Contractor to record and attach to his bid and the contract his understanding of any and all clarifications received.

SECTION 1C RECORD DRAWINGS

The Contractor's responsibility for record drawings shall be as set forth hereinafter:

A. The Contractor shall, during the progress of the work, keep a master set of prints on the job site on which he shall keep a careful and neat record of all deviations from the contract drawings which are made during the course of the work. The record drawings shall indicate, in addition to all changes and corrections, the actual location of all subsurface utility lines. Any shop drawings which constitute part of the design shall be included with the record drawings.

SECTION 1D SHOP DRAWINGS SUBMITTALS AND TESTING

The Contractor shall submit to the Engineer for approval, four (4) copies of all shop drawings as called for under the various headings of these specifications. The drawings

shall be complete and detailed; partial submission will not be accepted. Two (2) sets of all shop drawings will be retained by the Engineer and two (2) sets will be returned to the Contractor. The approval of the drawings by the Engineer shall not be construed as complete check, but will indicate only that the general method of construction and detailing is satisfactory.

The following list gives the Contractor the submittal, samples, tests, etc., required during the construction.

	Submittals	Mix Design	Shop Drawings	Guarantee	Testing / Inspections	Maintenance &	Samples
Engineering Fill & Backfill					•		•
Concrete		•			•		
A.C. paving		•			•		
Storm Drain, Drop Inlets, and Piping	•						

SECTION 1E EXAMINATION OF THE SITE

Contractor shall visit the building site, and become familiar with existing conditions before submitting proposals. Failure to do so shall not constitute a clause for future complaint or claims for extra fee.

SECTION 1F CLEANING

The Contractor shall remove all debris from the building site and in general keep the work as clear of rubbish as possible, and upon completion of each work day, all shall be left "Broom Clean".

The Contractor shall have all building exterior, sidewalks, and paving in the vicinity of the work cleaned by professional cleaners.

SECTION 1G QUALITY CONTROL

The respective Sections of these Specifications contain detailed requirements for materials testing and inspections to be performed by an approved testing laboratory.

All costs incurred for testing laboratory services shall be paid for by the Owner and performed by the Engineer. Contractor will notify Engineer within 24 hours of request for testing.

Testing laboratory shall report the results of all tests, in writing, one copy to the Owner and Engineer and one copy to the Contractor. Contractor will pay for any retests of material if the material has failed on the first test of that particular area.

Testing shall include the following:

1. Base rock for paving and concrete per ASTM D1557
2. A.C. paving per the Marshall or Hveem Design methods, or 92% of the maximum theoretical unit weight of the mixture
3. Concrete walk and curb
4. Trenching for Storm Drain System

CONCRETE TEST:

Periodic test of the compressive strength of concrete as evidence that it meets the design requirements are to be made in accordance with the standard ASTM test procedures. Frequency of the test shall be minimum of four (4) test cylinders for each 100 cubic yards or fraction thereof of concrete placed each day. Cylinders shall be tested one (1) at 7 days and also two (2) at 28 days by an approved testing laboratory. Once (1) cylinder will be used as a spare.

SECTION 1H MATERIAL ALTERNATIVES OR SUBSTITUTIONS

A. Approval by Engineer / Owner of a substitute proposed by Contractor for a specified method or material shall not relieve Contractor of the responsibility for full compliance with plans and specifications, and for adequacy of the substituted method or material. Contractor shall also be responsible for resultant changes which the substitution requires in his work, the work of his subcontractors, of other contractors, and shall effect such changes without cost to Owner.

B. The words "or equal" are to be interpreted as meaning "or equal in like quality and performance of stated product." When a proprietary item is specified, it is to be used as a quality reference only. Contractor can submit other products of comparable quality to Engineer/Owner for his/her approval.

SECTION 1J INSPECTION

The contractor shall permit and facilitate inspection of the work by the Owner, his agents, and public authorities at all times. Contractor shall provide continuous supervision of the work.

SECTION 1K CONSTRUCTION SCHEDULE AND COST BREAKDOWN

Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor shall deliver to the Engineer a Construction Progress Schedule in a form satisfactory to the Engineer, showing the proposed dates of commencement, and completion of each of the various subdivisions of the work required under the Contract Documents.

The Contractor shall submit a schedule of the anticipated payments that will become due in accordance with the Payment Schedule.

The Contractor shall also, provide a safety plan, schedule of work, and the proposed location for the stockpile of materials during construction.

SECTION 1L SURVEYING

The District will be responsible for surveying the location of the property lines and the location of the proposed parking, curbs, and sediment basins.

DIVISION 2 SITE WORK

SECTION 2A EXCAVATION, GRADING AND PAVING

SCOPE OF WORK

Do necessary site clearing work and remove debris from site. Backfill and tamp as necessary.

SITE CLEARING

Remove existing AC paving, concrete foundation, and organic materials. Scarify entire site and over-excavate site as noted on the plans and in soils report. All materials shall be moved and stock piled on the East side of the Indian Valley Community Services District property. Organic materials shall be stock piled in order to be burned.

Bid Alternative #2: the stock piled materials shall be removed from site and transported to an approved location.

GRADING

Work shall comply to specifications noted on plans.

PAVING STANDARDS

Meet requirements and recommendations of applicable portions of standards listed, latest applicable editions:

1. Asphalt paving institute. (API)
2. American Society for Testing and Materials. (ASTM)
3. California State Department of Transportation. (CAL TRANS)

BASE & SUB BASE COURSES

Base and sub base courses shall have a gradation & be placed pursuant to CAL TRANS standards. Base and Sub courses shall be spread with equipment that will provide a uniform and maximum 8" layer conforming to the planned section.

The relative compaction of each 8" layer of compacted base and sub base courses shall not be less than 95 percent of that determined by test method ASTM. D1157.

The thickness of the finished base shall not vary more than 0.03 foot from the planned thickness at any point. Base which does not conform to the above requirements shall be reshaped or reworked, watered and thoroughly recompacted to conform to the specified requirements.

PRIME COAT

A prime coat shall be applied to the surface of the base course. The prime coat bituminous material shall conform to ASTM D 2027, grade MC-70. It shall be applied in quantities of not less than 0.20-gallon nor more than 0.45-gallon per square yard of aggregate base course surface.

ASPHALT CONCRETE

Asphalt bitumen shall be PG 64-28 per Cal Trans specifications. Aggregate: Course and fine shall be type "B" mineral aggregate as specified in 39-2.02 aggregate of Cal Trans standard specifications. Aggregate grading shall be 1/2" maximum medium. Mix designs, other than designed by Cal Trans, shall be signed by an Engineer for Approval. Use 3" thick patch.

All paving material shall be delivered, laid, rolled, and finished in conformity with all provisions of Cal Trans standard specifications, Section 39 asphalt concrete type "B". Temperature at breakdown compaction shall be at least 250 degrees F. Do not place asphaltic concrete when atmospheric temperature is below 50 degrees F. Nor during fog, rain, or other unsuitable conditions. Compaction effort shall achieve 95% of the mixture unit weight as determined per the Marshall or Hveen Design Methods, or 92 % of the maximum theoretical unit weight of the mixture.

SECTION 2B SITE IMPROVEMENTS

SCOPE OF WORK

Provide and install all site appurtenances shown on the drawings.

SITE DRAINAGE

Site shall be graded to provide positive drainage away from building as shown on drawings. Contractor to backfill along retaining walls and install all drainage swales.

SITE UTILITIES

Underground utilities shall be placed in trenches below ground surface as specified by local utility companies (minimum of 30" deep). Consult local utilities and working drawings to determine proper trench location. Should utilities not be found during excavation as shown, promptly notify Engineer and utility company for instructions.

Erect sheeting, shoring, and bracing as necessary for protection of adjacent properties, person, improvements, and excavations.

Provide dewatering and drainage as required to accomplish work of the Section.

DIVISION 3 CONCRETE

SCOPE OF WORK

Furnish and install all concrete, reinforcing, and forms conforming to shape, lines, and dimensions shown on the drawings.

COMPRESSIVE STRENGTH

1. All concrete mix designs shall be approved by Engineer. Design shall be in accordance with ACI Code 318, 301, 211 and CBC Section 19 method B.
2. Exterior concrete for walks, slabs, ramps, etc. shall have a minimum specified strength of 4,000 psi. Use 4" max. slump.

NOTE: In no event shall water be added to exceed the specified slump. If higher slumps are desired, the use of superplasticizer is allowed.

CONCRETE CURING

Ref. ACI 308. If any method other than continuously moistened burlap for the first seven (7) days of curing is used, said method will be approved by the Engineer.

HOT WEATHER CURING

Per ACI 305

COLD WEATHER CURING

Per ACI 306

AIR CONTENT

Total air content shall be maintained at 5 to 7 percent by volume.

CONCRETE FORMS

Immediately before pouring, all forms shall be thoroughly cleaned of all dirt, debris, and foreign matter and shall be thoroughly soaked with water. Forms shall not be removed until all concrete has hardened adequately to carry its own weight and all other loads that may occur.

EXTERIOR CONCRETE

Subgrade preparation: Clean granular, non-plastic local materials shall be compacted at optimum moisture and tested to meet a minimum 90% compaction per ASTM 1557.

Base preparation: Six inches of Class II aggregate base shall be compacted at optimum moisture and tested to meet a minimum 95% compaction per ASTM 1557.

Materials:

1. Materials and methods shall meet requirements of ACI 301 and ASTM C-94.
2. Coarse aggregate (ASTM C-33) minimum size 1" x No. 4.
3. Sand (ASTM C-33)
4. Cement, Type II low alkali or Type IP, minimum 6.0 sack mix.

Compressive strength: 4,000 psi at 28 days. (See previous page)

Air content: Total air content shall be maintained at 5 to 7 percent by volume.

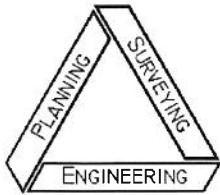
Curing materials: Curing compounds shall be membrane forming, of commercial formulation, sprayable, non-toxic and of the type that will dry within 4 hours and form a film highly resistant to moisture loss. Compounds shall be clear.

Placement:

1. Concrete shall not be "overworked" during placing and finishing (no jitterbugs or vibrating screeds, etc., are allowed). Use a heavy broom finish.
2. No water shall be added at any time during placing and/or finishing.
3. Contractor shall take whatever steps are needed to insure the concrete is not damaged due to weather, vandalism, traffic or other problems for 48 hours minimum.

CONCRETE TEST

Periodic test of the compressive strength of concrete, as evidence that it meets the design requirements are to be made in accordance with the standard ASTM test procedures. Frequency of the test shall be a minimum of four (4) test cylinders for each 100 cubic yards or fraction thereof of concrete placed each day. Testing of pours less than five yards may be waived by Engineer. Cylinders shall be tested two (2) at 7 days and also two (2) at 28 days by an approved testing laboratory.



NST ENGINEERING

***1495 Riverside Drive • Susanville, CA 96130
(530) 257-5173 • FAX (530) 257-6272***

***Brian Morrish, R.C.E.
Jeffery A. Morrish, R.C.E.
Vernon H. Templeton, R.L.S.***

April 25, 2025

Notice to Contractors
Phase #1 – Indian Valley Public Safety Center
19646 Highway 89
Greenville, CA

The District has decided to postpone the date for the bid opening until Friday, May 16, 2025 at 11:00 a.m. There will be a second mandatory walk through on Wednesday, May 7th at 10:00 a.m. Any prospective Contractor that has attended the first walk through is not required to attend the second one.

I will address some of the RFI's that have been received to date:

1. It is required to have a Bid Bond for the amount of the Base Bid and a 100% performance bond will be necessary for the awarded bid.
2. The bidder will need to furnish Certificates of Insurance as noted in the bid documents from the District.
3. The District will send to the prospective bidders the remaining bid documents and contract when completed.
4. For the Scope of Work, Item #3 states that the overexcavation of the building is required to the elevation of 63.0. In order to be consistent with the Soils Report, that elevation should be changed to 62.0, 7.5 feet below the finish floor elevation of building. Also, the top one foot of the engineered fill under the parking lots and driveway will be installed using the ¾" Class II base rock. The engineered fill installed during Phase #1 will be completed when the building pad is finished to elevation 68.5 and the roads and driveways are finished at 0.75 feet below finish grade.
5. The paving for the driveway encroachments is Type A asphalt paving as noted on the plans.
6. The SWPPP and BMP's that are in place at the end of the contract will need to be maintained until April 15, 2026 or until construction on the building has commenced. Then, the Phase #2 General Contractor will be responsible for maintenance. The remaining fill will only need maintenance if significant erosion happens during the Winter.
7. Presently, there is no approved location for the 'off-haul' of overexcavated native material. The Contractor will be responsible for that location.
8. The Cal Trans Encroachment Permit has been submitted and the Owner will be responsible for any fees.
9. The sleeve for the water line crossing is supposed to be bored at this time, pending Cal Trans approval.
10. Additional information on the existing water line and a stand pipe detail will be sent when it is determined.



NST ENGINEERING

***1495 Riverside Drive • Susanville, CA 96130
(530) 257-5173 • FAX (530) 257-6272***

***Brian Morrish, R.C.E.
Jeffery A. Morrish, R.C.E.
Vernon H. Templeton, R.L.S.***

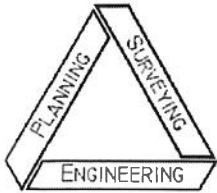
May 13, 2025

Notice to Contractors #2
Phase #1 – Indian Valley Public Safety Center
19646 Highway 89
Greenville, CA

The District has decided to postpone the date for the bid opening to:
Thursday, May 22, 2025 at 11:00 a.m.

All Bids should be submitted to:
127 Crescent Street, Suite 1
Greenville, CA.

Bid Forms and Contract will be available by end of business day, May 14, 2025



NST ENGINEERING

**1495 Riverside Drive • Susanville, CA 96130
(530) 257-5173 • FAX (530) 257-6272**

**Brian Morrish, R.C.E.
Jeffery A. Morrish, R.C.E.
Vernon H. Templeton, R.L.S.**

May 19, 2025

Notice to Contractors #3
Phase #1 - Indian Valley Public Safety Center
19646 Highway 89
Greenville, CA

Here are several responses to RFI's:

1. The building pad footprint noted in the attached site plan defines the area that the existing site shall be overexcavated to the elevation 62.00, 7.5 feet below finish floor. The new engineered fill with geogrid will begin at this elevation, which supercedes the soils report detail. If deleterious material is encountered at elevation 62.00, the material will be removed and replaced with engineered fill. A representative of NST Engineering will need to be contacted, so that an inspection and determination of the extent of excavation that will be performed to remove deleterious material.
2. The overexcavation of the site under the proposed driveways and parking areas (outside of the building footprint) shall be performed down to 4.75 feet below the finish grade or 4.0 feet below the proposed subgrade for Phase #1 (see item #4, Notice to Contractor #1).
3. The district will provide on site water.
4. As noted before, existing native soils will be stockpiled on site. There is an alternative bid requested for off hauling the native soils.
5. The proposed boring for the casing will be a minimum 10 inch diameter for the 6 inch water main under the highway. *This plan is still under review by Cal Trans and subject to change.*
6. Attached is a detail of the required stand pipe specified in Alternative Bid #2.

NST ENGINEERING
Engineering • Planning • Surveying
1495 Riverside Drive
Susanville, CA 96130
(530) 257-5173

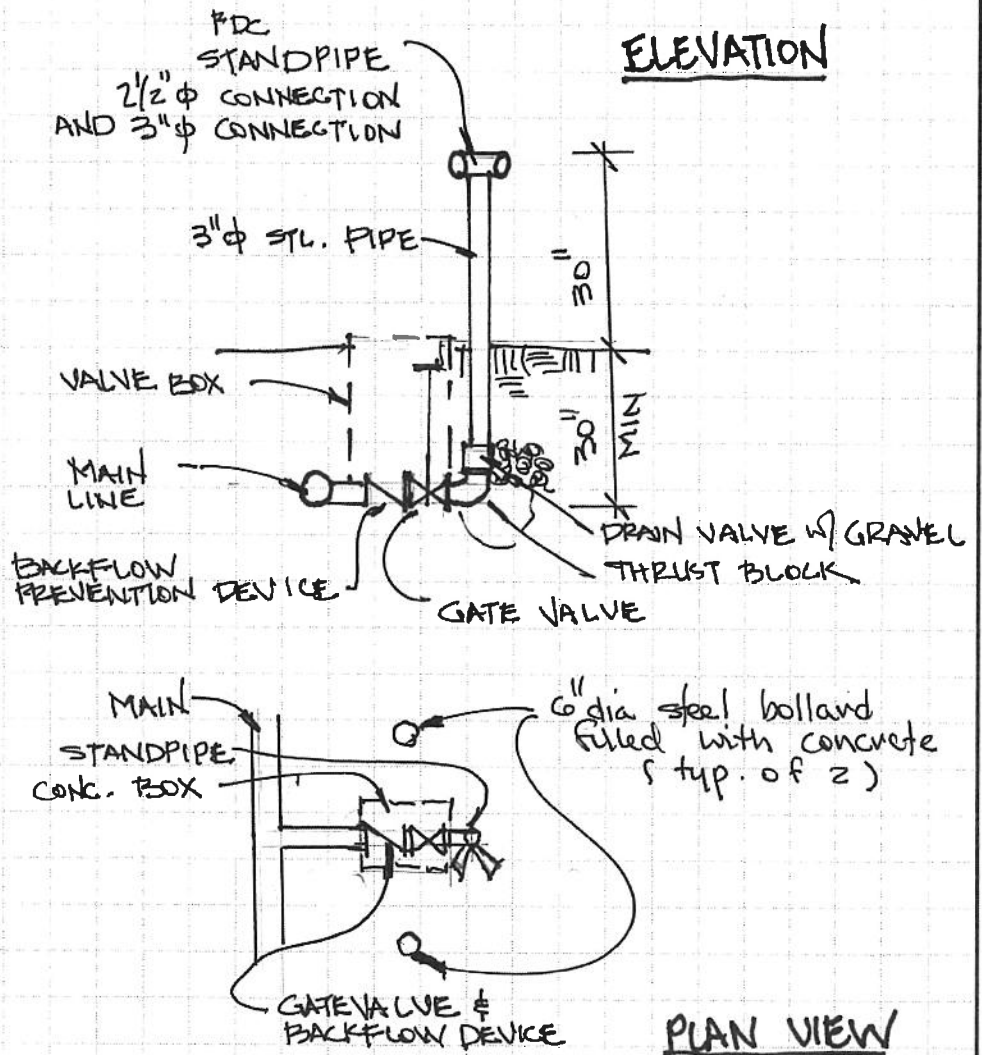
JOB IVCSD Safety Center 22.49

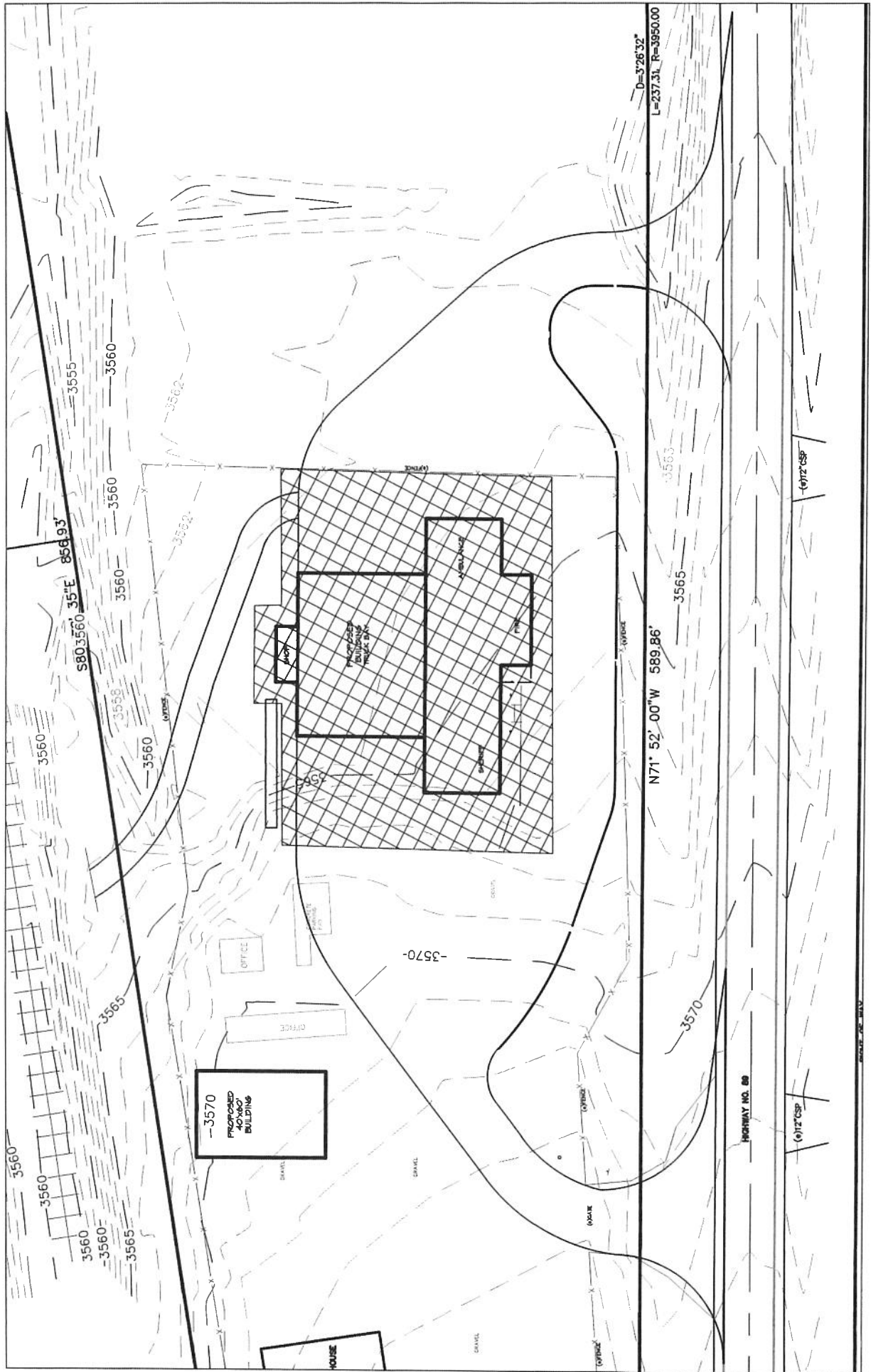
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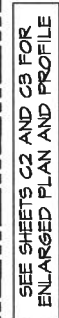
CALCULATED BY J. MORRISH DATE _____

CHECKED BY _____ DATE _____

SCALE _____







10

State, 4/1/25
Team, JB
Checked, JM

ENCROACHMENT FOR
INDIAN VALLEY PUBLIC
SAFETY CENTER
19446 HIGHWAY 20, GREENVILLE, CALIFORNIA
APR. 11-1990-007

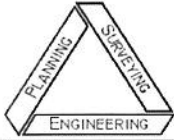
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STORM DRAIN TRENCH

Job No. 22-49
File No. CTE

PRELIMINARY EAST ENCROACHMENT



NST ENGINEERING INC.

*1495 Riverside Dr. ~ Susanville Ca. 96130
(530) 257-5173 ~ Fax (530) 257-6272*

*Jeffery Morrish - RCE
Stephen H Schmidt - RLS
Vernon H Templeton - RLS*

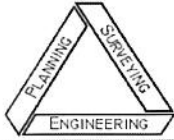
PRELIMINARY SOILS INVESTIGATION

**GREENVILLE COMMUNITY SERVICE DISTRICT
19646 HIGHWAY 89
GREENVILLE, CALIFORNIA 95947**

**SEPTEMBER 9, 2022
NST JOB NO. 2022-049**

Prepared for:
Greenville Community Service District
P.O. Box 295
Taylorsville, California 95983

Prepared by:
NST Engineering, Inc.
1495 Riverside Dr
Susanville, California



NST ENGINEERING INC.

*1495 Riverside Dr. ~ Susanville Ca. 96130
(530) 257-5173 ~ Fax (530) 257-6272*

*Jeffery Morrish - RCE
Stephen H Schmidt - RLS
Vernon H Templeton - RLS*

August 15, 2022

Greenville Community Service District
P.O. Box 295
Taylorville, California 95983

Re: Preliminary Soils Investigation
19646 Highway 89
Greenville, California 95947

Dear Greenville Community Service District,

NST Engineering has completed the preliminary soils investigation for the above referenced project. This report presents the findings of the subsurface exploration and provides geotechnical recommendations regarding the design and construction of foundations, floor slabs and pavements for the proposed project.

Should you have any questions or need any additional information, please contact us.

Thank you for the opportunity to be of service,

Jeff Morrish
Project Engineer

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Executive Summary

A preliminary soils investigation has been performed for the Greenville Community Service District the property owner at 19646 Highway 89. NST Engineering performed 6 test pits with a wheeled CAT 420F backhoe to depths of 10' feet below the existing ground elevations.

Based on the information obtained from our subsurface exploration the site is suitable for the proposed project assuming the recommendations of this report are put into place.

- * The project site was historically used as a log deck staging area for the Greenville Mill. Abandoned mill sites are notorious for both construction and organic debris dump fills. The proposed site was primarily used for log decks that were elevated and sloped to send run off water north into the Indian Valley. The lot has two distinct features. The easterly portion of the lot is covered with secondary growth conifers and remnants of the north south longitudinal log decks. The westerly half of the site has been used as a dump site for construction aggregate materials and has recently been leveled and filled with new imported base rock and temporary modular structures have been placed to service the Greenville community since the dixie fire.
- * The upper strata of the soils on the lot are mixed with construction debris and organic debris and will need to be removed prior to structural fill placement.
- * The lower strata of native soils classify as clayey sands and fat clays with high plasticity indices and will need to be bridged over with either imported cobbles or the installation of a matted geo grid system.
- * The proposed structures may be supported on shallow footings bearing on engineered and structural fill compacted to 95% ASTM 1557.
- * The ASCE 7-10 2016 edition, chapter 20 seismic site classification for this site is D.

PROJECT

Foundation recommendations including parking areas, driveways, and utility connections for an approximate 10,000 square foot service district to support Indian Valley residents with fire protection, ambulance service and community water service.

LOCATION

The project area is located on the east side of Greenville, off Highway 89, Section 2, Township 26 North, Range 9 East, in Plumas County.

Street Address:	19646 Highway 89, Greenville, California 95947
APN No.:	110-330-007
Latitude:	40°08'13.37"N
Longitude:	120°55'59.61"W
Reference:	Vicinity Map Exhibit "A"

Owner

Greenville Community Service District

1.0 INTRODUCTION

The Greenville Community Service District have requested a preliminary soils investigation for the construction of a +/-10,000 square foot service station located in Greenville, California. The site is a 5.0-acre site, APN number 110-330-007. Reference Site Map "Exhibit B".

Highway 89 is adjacent to the project and runs along the southern boundary and Standard Mine Road is to the southwest.

Sewage disposal will be connected to the existing city sewage lines that lead along the north portion of the lot. Above ground power lines are accessible from the south lot across from Highway 89. Vehicle access to the site will be from Highway 89 on the western portion of the lot.

Water is served by local Community Service Districts, which leads in along the south portion of the lot.

This report is intended to address those proposed foundation design requirements and associated structural sections for drives and parking areas.

2.0 GENERAL SITE CONDITIONS

The site lies between elevations 3575' feet and 3560' feet. Ground slopes down to the east at approximately 5% percent. The western portion of the lot was leveled and 6" inches up to 4' feet of imported Caltrans class II ¾" base rock was placed to support a 4-bay modular truck storage and a modular office building with parking and drive area.

The site is not well drained, and the building site will need to be elevated to accommodate run off. Climate is generally moderate (15" - 20" inches annual precipitation) with moderate freezing potential (12" - 18" inches). Historically, the site has been used for lumber operations. Area land use is mixed residential to the west and commercial to the south and east.

Ground cover is local grasses and secondary growth conifer trees.

Sub surface soils are primarily a Forgay series, from very gravelly sandy loam, dark brown to light brown native clays, and alluvial fans and stream terraces. Surface soils consists of brown cobbles on the eastern portion of the lot and import class 2 base rock on the western site of the lot. Our surface and sub surface exploration encountered organic matter including decomposing tree bark, lumber, rebar, and rubber material from 0.0' to 6.0' feet. There is a geotextile fabric 4' feet under the imported baserock to support the temporary pad. Excavations were performed with a CAT 420 wheeled backhoe and minimum effort. The western portion of the lot's soils exhibit medium

plasticity, while the eastern portion exhibited a high plasticity and should not be processed during wet season.

2.1 SNOW LOAD

Plumas County Building regulations require a design snow load of 100 pounds for all roof and exposed porch structures.

2.2 FLOOD PLAIN

The project does lie south of Wolf Creek, however is not in a designated 100-year flood plan.

3.0 SUBSURFACE CONDITIONS

3.1 GEOLOGY

The site is situated in Indian Valley with Keddie Ridge bordering north. Lake Almanor, a geographic feature, is northwest of the site and Plumas Nation Forest lays northeast of the site. Geographically, this site is classified as Alluvium (Qal) reference geographic map Exhibit C being a portion of the Geological Map of California – Westwood Sheet.

3.2 SOIL CHARACTERISTICS

Soils are of the Forgay series, consisting of very deep, somewhat excessively drained soils that formed in gravelly alluvium weathered from mixed rock sources. This series is a gravelly coarse sandy loam on a smooth alluvial fan.

The upper soil horizons (typically 0' – 2' feet deep) were laboratory classified as Silty Gravel (GM). The lower soil horizons classified as Clayey Sands (SC) using ASTM 2487 (Unified Soils Classification System). On the eastern portion of the lot, between these two layers (2' – 6' feet deep) were laboratory classified as silts and clays with foreign organics. These soils will not be suitable for site structural fill material.

3.3 LIQUEFACTION

Based on the soils observed and the absence of high ground water, the data suggest that foundation soils would not be susceptible to cyclic mobility or liquefaction.

4.0 SEISMIC CONSIDERATIONS

Our exploration did not observe any surficial evidence of faulting or ground rupture. The site is not located by any Alquist-Priolo Special Studies Fault-Rupture hazard zone.

Description	Value
2019 California Building Code	Category D
Risk Category	II
Site Latitude	40.1370811
Site Longitude	-120.9332199
S _s - Spectral Acceleration for a Short Period	1.257
S ₁ - Spectral Acceleration for a 1-Second Period	0.414
S _{MS} - Site Modified spectral acceleration	1.508
S _{DS} - Site Coefficient for a 1-Second Period	1.006
F _a - Site amplification factor at 0.2 second	1.2
PGA - MCEG peak ground acceleration	0.5
F _{PGA} - Site amplification factor at PGA	1.2
PGA _M - Site modified peak ground acceleration	0.6
T _L - Long-period transition period in seconds	16
SsRT - Probabilistic risk-targeted ground motion. (0.2 second)	1.257
SsUH - Factored uniform-hazard	1.409
SsD - Factored deterministic acceleration value. (0.2 second)	1.5
S1RT - Probabilistic risk-targeted ground motion. (1.0 second)	0.414
S1UH - Factored uniform-hazard	0.463
S1D - Factored deterministic acceleration value. (1.0 second)	0.6
PGAd - Factored deterministic acceleration value. (Peak Ground Acceleration)	0.5
CRS - Mapped value of the risk coefficient at short periods	0.892
CR1 - Mapped value of the risk coefficient at a period of 1 s	0.895

This report is not intended to address geologic hazards.

5.0 RECOMMENDATIONS

5.1 SITE CLEARING

Reference Exhibit D for the proposed new building location. The western portion of the site has a large garage without a concrete pad and a commercial building with a concrete pad. These two buildings may remain and not interfere with new construction.

5.2 SITE STRIPPING

The entire project site will need to be stripped of existing imported base rock and may be stockpiled for use as engineered fill. The new building areas, parking and drive areas will need to be stripped of any organic or construction debris and removed at the owner's direction.

5.3 SUBGRADE PREPARATION

Due to the historic commercial mill and industrial usage of the site, our recommendation is to completely demo and remove any existing fills and improvements and over excavate a minimum of 48" below existing grades of the building footprint extending 5' past the sidewalks and of the parking and drive areas and replaced with an imported engineered fill. Due to the underlying historically problematic native clays and silts the structural fill will need to be reinforced with a geo grid system. The overall building area will need approximately 4' foot of additional imported engineered fill to bring the site up to finish subgrade elevation. It is our recommendation to over excavate 4' feet and lay 12" of 1.5" class II base rock then a layer of a biaxial or triaxial geogrid in 12" layers between baserock. (Three total layers of geogrid, 4' feet of 1.5" baserock) see Exhibit E.

After removing all unclassified imported fill from the site, and the over excavation is completed, the site should be inspected carefully for evidence of soft spots, organic debris or abandoned, underground structures and utilities. These materials should be removed and replaced with engineered fill and compacted to 90% of ASTM D-1557. The existing bottom of the excavation will need to be ripped 8" and compacted to 90%. The test pits, as shown on Exhibit "D", that fall within any structural area, will need to be re-excavated and compacted to 90% of ASTM D-1557. When the test pits fall in the roadways, the upper one foot should be compacted to 95% of ASTM D-1557.

5.4 COMPACTION

All building foundation footprints, pads for slabs and walkways, and any structural subgrade areas should be compacted to 90% of ASTM D-1557. Compaction shall extend a minimum of 5 feet around building footprints including concrete walkways. Landscape fill areas should be compacted to 85% of ASTM D-1557.

The upper 1.0' of all structural areas shall be compacted to 95% of ASTM 1557.

5.5 ENGINEERED FILL

Native soils are contaminated with clays, organic and construction debris and are not suitable for engineered fill. Imported engineered fill material should be non-plastic, granular soil, placed in 6" - 8"-inch lifts, moisture conditioned to near optimum and compacted to 95% of ASTM 1557. Grading requirements of 100% percent passing a 3"-inch sieve and 5 - 15% percent passing the Number 200 sieve are recommended. Our recommendation is to import CalTrans class II base rock from an Almanor source or engineered fills from Spanish Creek Sand and Gravel from Quincy.

5.6 EARTH RETAINING STRUCTURES

Retaining walls should be designed to resist loads due to lateral pressure of retained material using an equivalent fluid pressure of 30 psf per foot of depth. Any surcharge shall be in addition to the equivalent fluid pressure. Walls with the top restrained from movement prior to backfill should be designed for an equivalent fluid pressure of 40 psf per foot of depth if the backfill material is compacted. Frictional sliding resistance of foundation soils against cast-in-place concrete can be determined using a 150 psf of contact area. Passive soil pressure can be computed using 150 psf per foot of depth.

Retaining walls shall be designed to resist sliding by at least 1.5 times the lateral force and overturning by at least 1.5 times the overturning moment, using allowable stress design loads.

It is recommended that all earth structures exceeding 4.0' feet in height, as measured from bottom of the footing to the finish grade behind the wall, be backfilled with free draining granular material and a 3-inch minimum diameter perforated pipe be placed at the base of the wall. Subsurface drains should have a minimum slope of 1% and provisions must be made for the pipe to drain to daylight or designated sump areas. Cover granular backfill with 10 mil polyethylene barrier or engineering fabric. The back of all concrete retaining walls shall include a Mirafi G-Series Drain System.

5.7 CUT AND FILL SLOPES

Cut and fill slopes should be constructed to a maximum of one and a half (1.5) feet horizontal to one (1) foot vertical.

5.8 EXTERIOR CONCRETE

Building codes for exterior concrete require a minimum 4500 psi entrained concrete mix for severe exposure conditions.

5.9 FOUNDATION RECOMMENDATIONS

Foundation design would be dictated by the appropriate CBC design value for Class 4 materials: maximum vertical foundation loading of 2000 pounds per square foot. This value may be increased by 20% percent per foot of additional width or depth to a maximum value of 6,000 pounds per square foot. This value may also be increased by one-third for short-term loading as may result from wind or seismic action.

The foundation design shall resist a maximum lateral bearing of 150 pounds per square foot per foot of depth: frictional resistant coefficient of sliding 0.25.

Foundation systems could either be slab-on-grade with appropriate capillary and moisture barriers, or perimeter footings with interior piers. All perimeter footings should be placed a minimum of 18" inches below outside finish grades.

Bottoms of all foundation excavations should be cleaned, level and compacted to a minimum 95% of ASTM D-1557.

Settlement will be minor, probably less than 3/4" inch and differential settlement should be negligible. Normal CBC finish grading techniques to direct water away from the foundations should be sufficient.

5.10 PAVED DRIVEWAYS, ACCESS ROADS AND PARKING AREAS

Paved driveways and access roads subject to heavy duty truck access should have a minimum asphalt-concrete pavement (Cal-Trans Standards Type A with PG 64-28 bitumen) thickness 4.0" inches over engineered fills areas and the top 12" lifts compacted to to 95% of ASTM D-1557. Asphalt-concrete compaction shall meet 95% of maximum unit weight or 92% RICE Theoretical.

Other paved driveways and parking areas for light duty should be a minimum asphalt-concrete pavement (Cal-Trans Standards Type A with PG64-28 bitumen) thickness of 3" inches

Driveways, loading aprons and garbage handling sites, subject to frequent and/or high stress vehicle maneuvering should have 6"-inch PCC paving over 6" inches of Class 2 aggregate base compacted to 95% of maximum per ASTM D-1557. Building codes for exterior concrete require a minimum 4500 psi air entrained concrete mix for severe exposure conditions.

5.11 UTILITY TRENCH EXCAVATION AND BACKFILL

All trenching shall be constructed and stabilized per local, state and OSHA standards. Trench utilities shall be bedded with 6" inches of clean un-compacted sand. Initial backfill shall afford a minimum of 6" inches cover over the utility. The bedding and initial backfill sand should meet the following grading: 100% passing 3/8" sieve and 0-7%

passing a 200 sieve. Initial backfill sand should be moistened to near optimum and hand compacted to 90% relative density of ASTM 1557. The remainder of the trench shall comply with the "Engineered Fill Requirements" of this report. Native soils stripped of gravels and cobbles can be used as backfill. In structural areas, the upper 1.0' shall be compacted to 95% of ASTM 1557.

In other non-structural areas compaction shall be 90% of ASTM 1557.

5.12 PROJECT CONSTRUCTION TESTING AND OBSERVATION

This report with the recommendations should be a part of the project documents. The project should have a program of construction materials testing and observation to assure compliance with the report recommendations.

Construction testing and observation by NST Engineering is an integral part of the project recommendations and conclusions. During construction, engineering consultation may be required. Should NST not be retained for these services, the Client agrees to assume responsibility for any potential claims.

6.0 LIMITATIONS

These recommendations are based upon soil conditions as revealed by the investigative procedures and specific testing described above. If substantial differing soil conditions are encountered during excavation for construction, reevaluation will be necessary. If any questions regarding interpretation of this report arise, NST Engineering should be consulted. Conformance of the final foundation and site plans to these recommendations is the responsibility of the Building Designer and the Contractor. Additionally, this investigation is purported to be adequate only for conventional wood-framed, metal-framed, concrete, or masonry structures one story in height that utilize shallow foundation systems.

Prepared by _____
Jeffery Morrish, RCE 36929

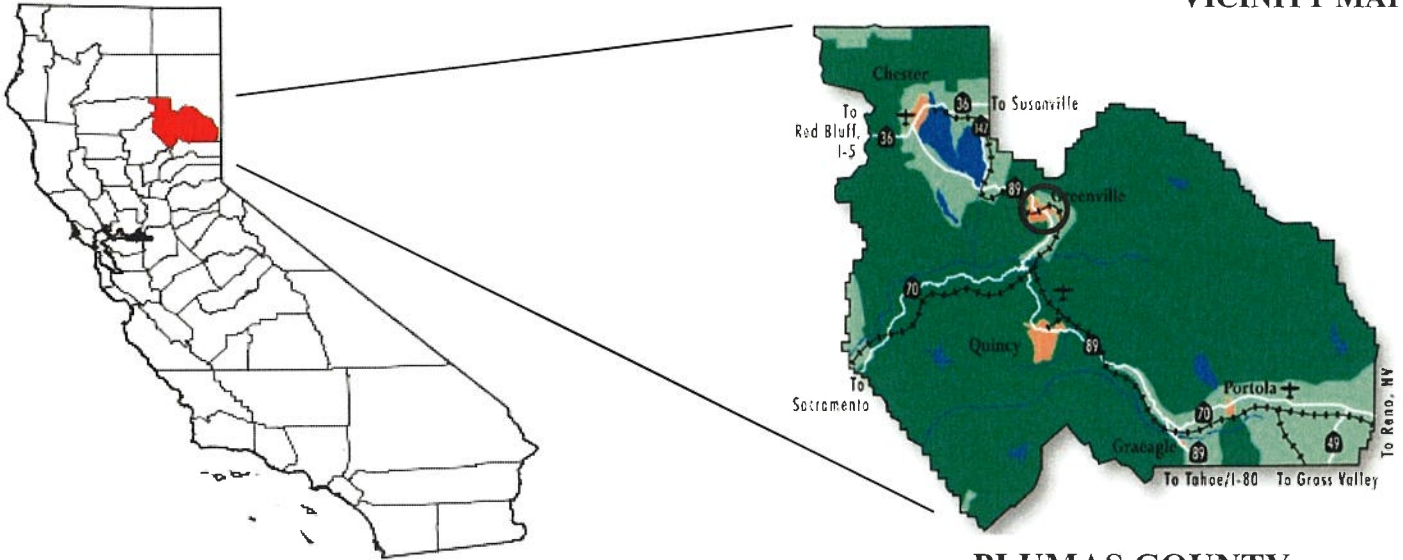
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APPENDIX A

EXHIBITS

PROJECT SITE

EXHIBIT A VICINITY MAP



PLUMAS COUNTY

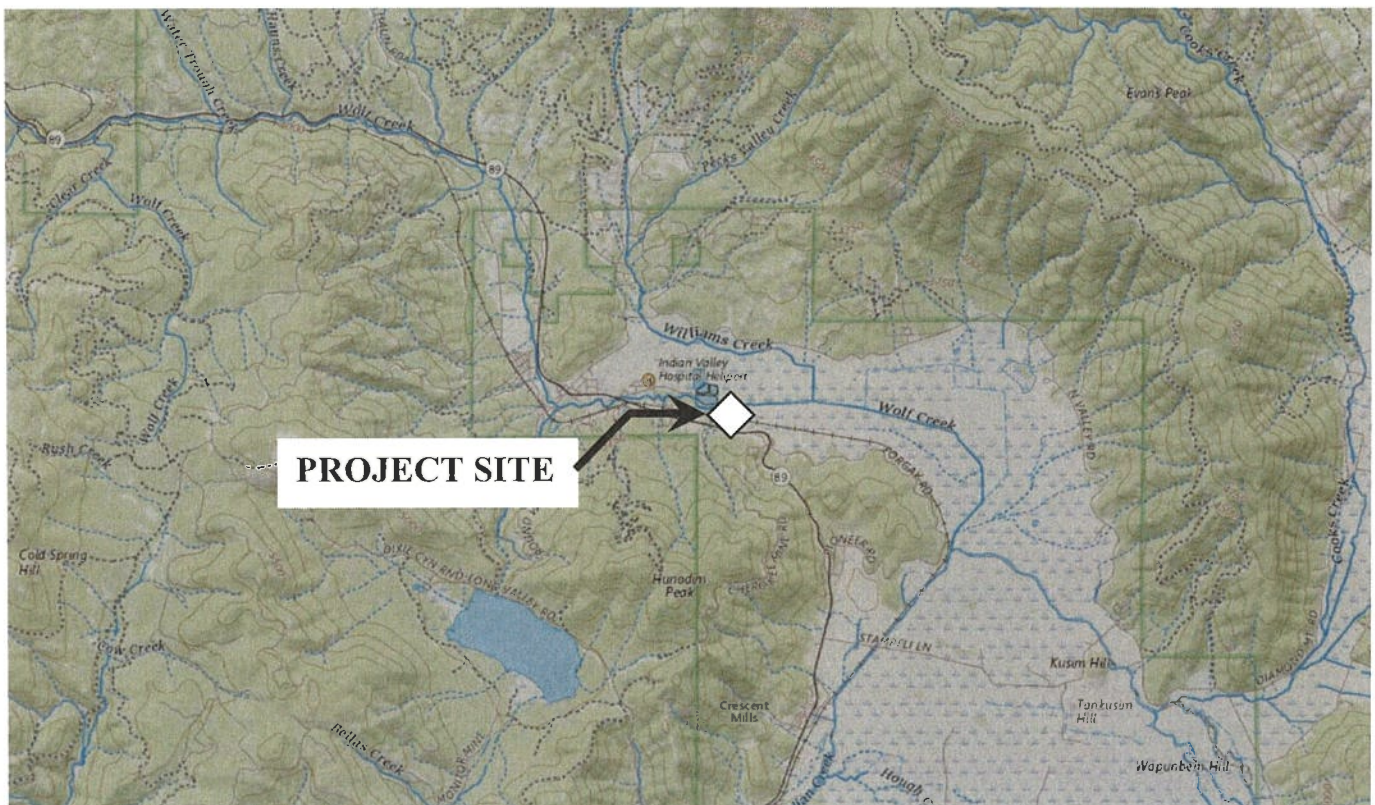


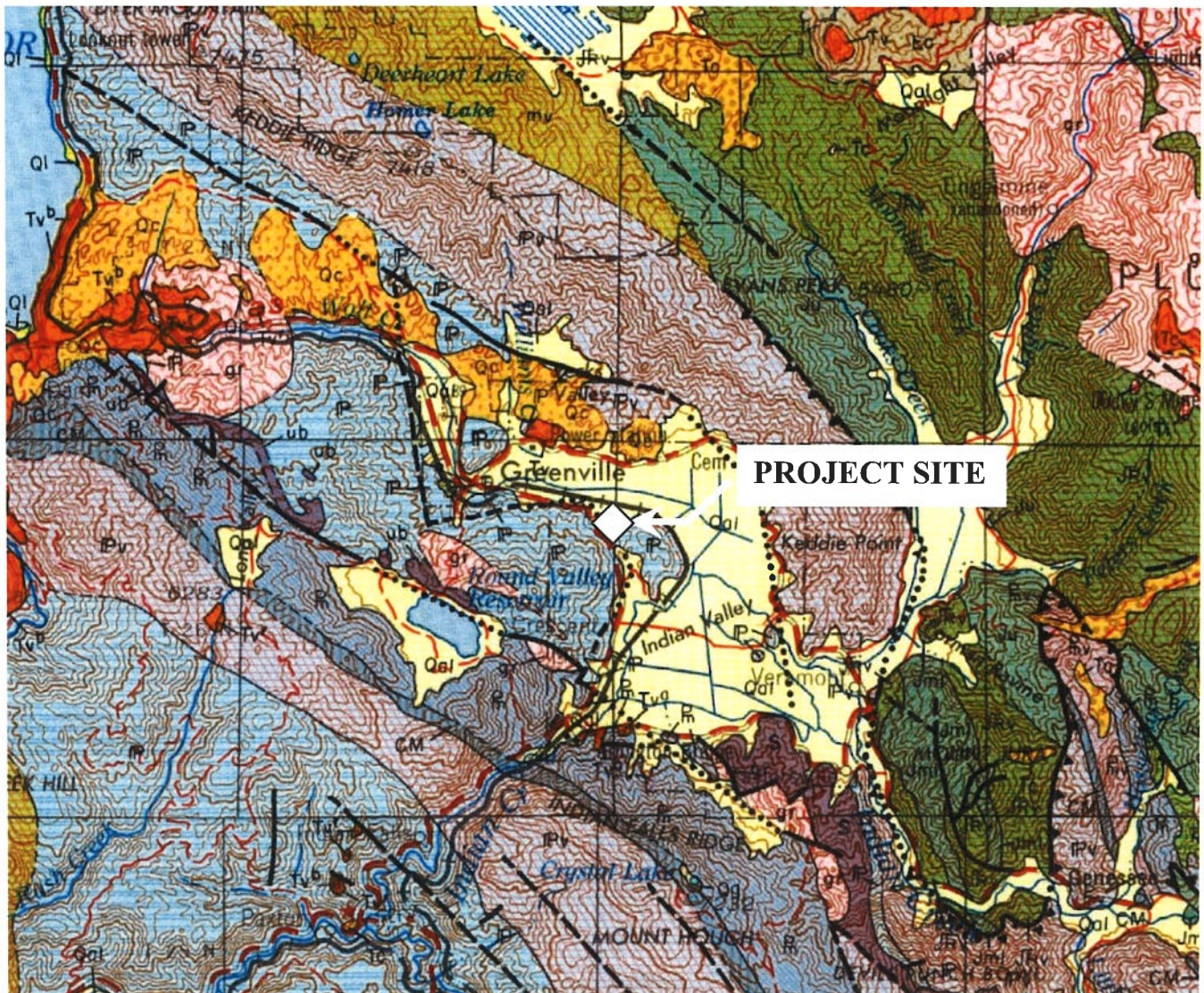
EXHIBIT B

SITE MAP



EXHIBIT C

GEOLOGICAL MAP



IP Paleozoic metavolcanic rock and Qal alluvium

EXHIBIT D

TEST PIT LOCATION MAP

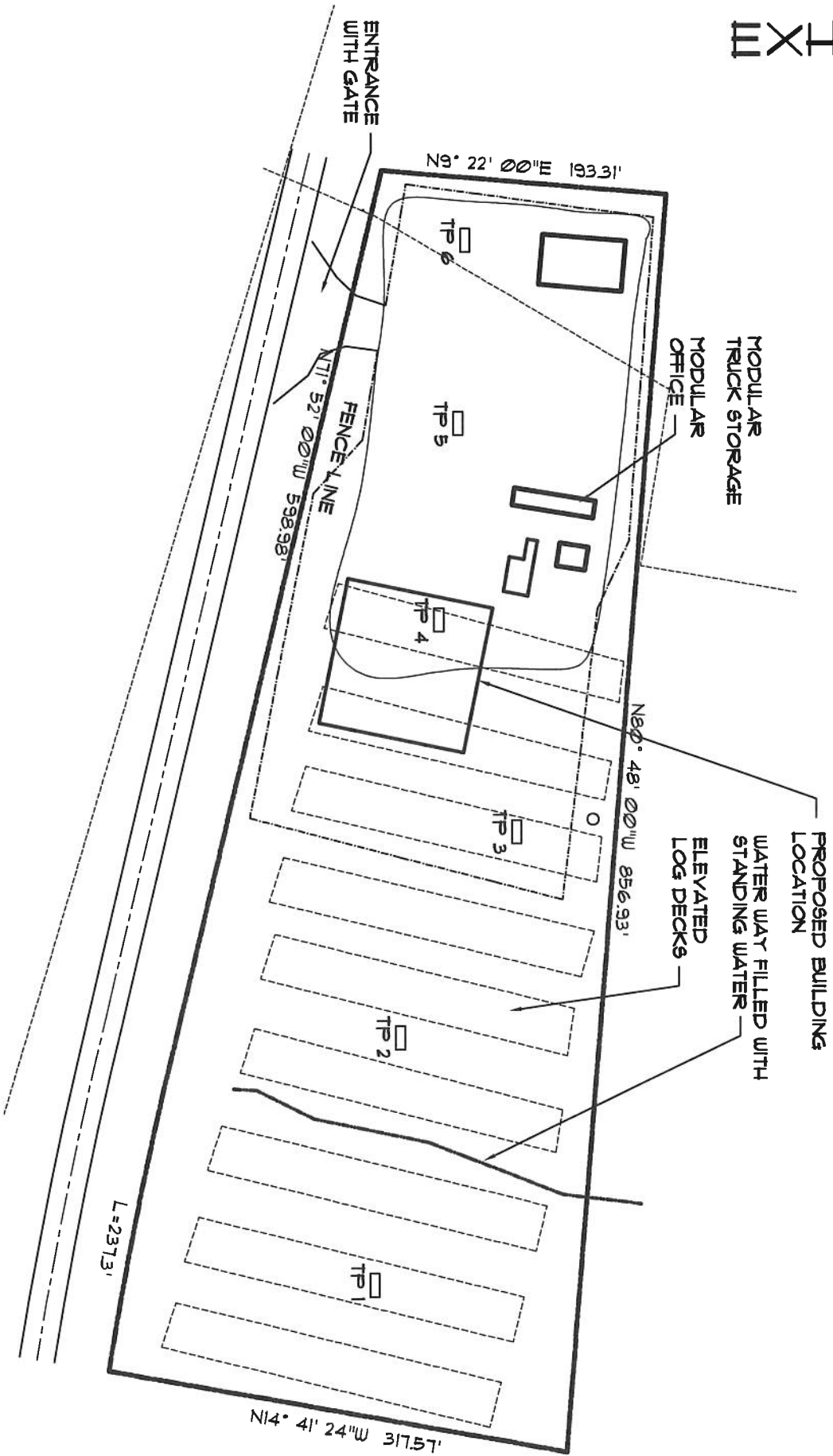
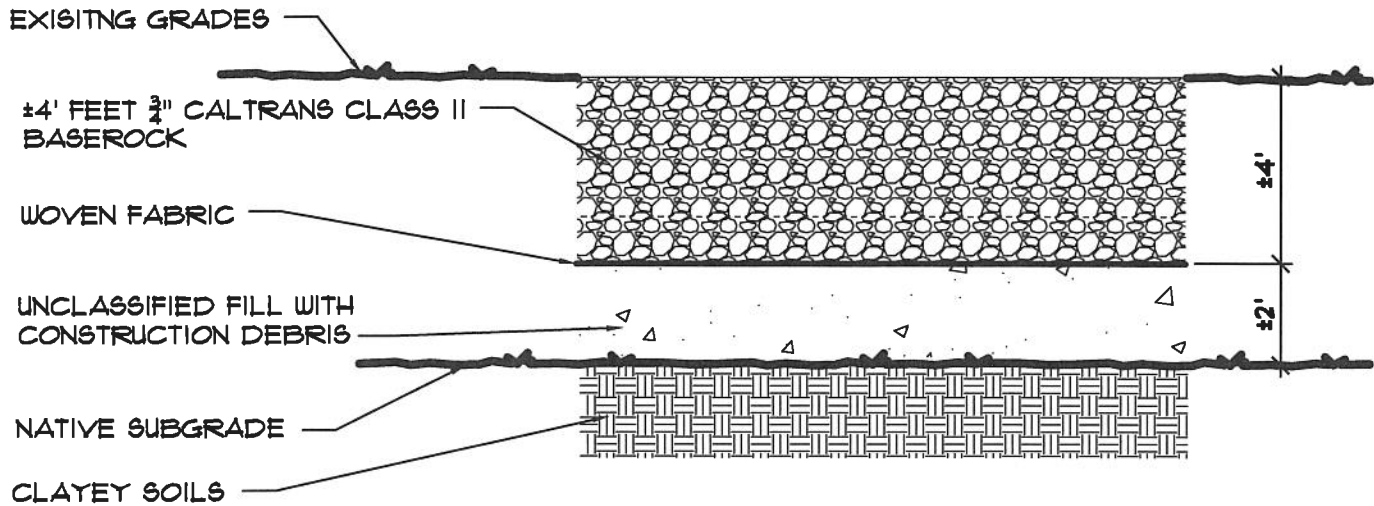
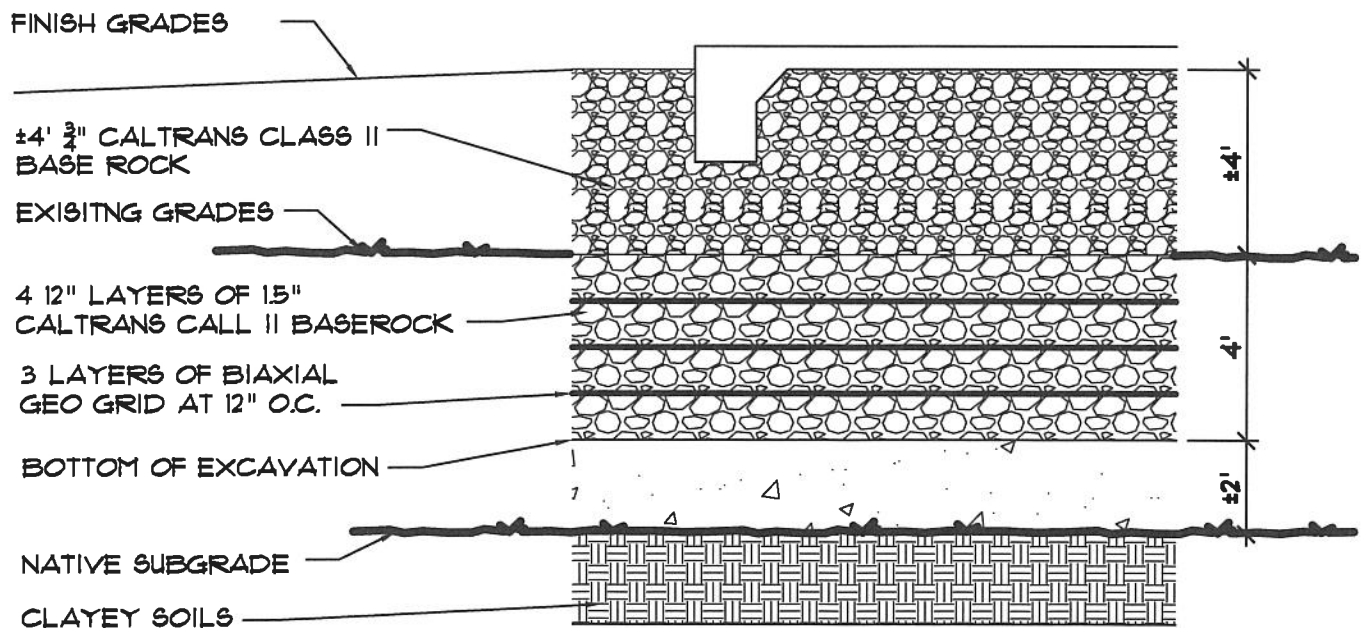


EXHIBIT E

EXISTING FILL PROFILE



ENGINEERED FILL PROFILE



APPENDIX B

FIELD INVESTIGATION

Locations of the test pits are shown on Exhibit "D", TP1 – TP6.

10 samples were selected for laboratory sieve analysis, maximum density, Atterberg Testing and Classification. Reference Exhibits "MD1-4 and SA1-6"

Soil profiles were logged as follows:

Test Pit No. 1:

0.0 - 2.0 feet	Imported brown silty gravel with sands cobbles and scattered 24" boulders. Moist and firm. ASTM 2487 Silty Gravel (GM)
2.0 - 8.0 feet	Dark brown and black clay with heavy presence of organic wood chips. Moist and loose.
8.0 feet	Native soils, light brown clay. Wet and highly plastic. ASTM 2487 Hat Clay (CH)

No ground water encountered

Test Pit No. 2:

0.0 - 0.5 feet	Imported brown silty gravel with sands cobbles and scattered 24" boulders. Moist and firm. ASTM 2487 Silty Gravel (GM)
2.0 - 8.0 feet	Dark brown, black clay with organic wood chips.
8.0 feet	Native soils, light brown clay. Wet and highly plastic. ASTM 2487 Fat Clay (CH)

No ground water encountered

Test Pit No. 3:

0.0 - 2.0 feet	Brown silty sand cobbles and boulders. Soft and loose.
2.0 - 4.0 feet	Black silty sands organic with wood chips. Soft and loose.
4.0 – 8.0 feet	Blackish brown organic wood chips mixed with clay. Wet soft and loose.
8.0 feet	Native soils, light brown clay. Wet and highly plastic. ASTM 2487 Fat Clay (CH)

No ground water encountered

Test Pit No. 4:

0.0 - 4.0 feet	Imported ¾" CalTrans class 2 base rock.
4.0 - 6.0 feet	Construction debris: rebar, rubber, metal.
6.0 - 8.0 feet	Brown native clay. ASTM 2487 Clayey Sand (SC)

No ground water encountered

Test Pit No. 5:

0.0 - 0.5 feet	Imported ¾" CalTrans class 2 base rock.
0.5 - 6.0 feet	Brown cobbles and gravels. Silty sand. Hard excavation. Mixed with asphalt cement.
6.0 - 8.0 feet	Native modeled brown clays.
8.0 - 10.0 feet	Brown clayey sand ASTM 2487 Clayey Sand (SC)

No ground water encountered

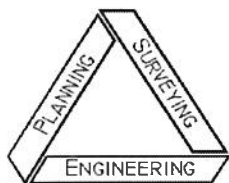
Test Pit No. 6:

0.0 - 1.5 feet	Import ¾" CalTrans Class 2 base rock, different source from TP 4 and 5.
1.5 - 4.0 feet	Brown cobbles and gravels. Silty sand with hard excavation. Mixed with asphalt cement and wood debris.
4.0 - 8.0 feet	Black silty sand with organics and wood debris.

No ground water encountered

APPENDIX C

LABORATORY TESTING



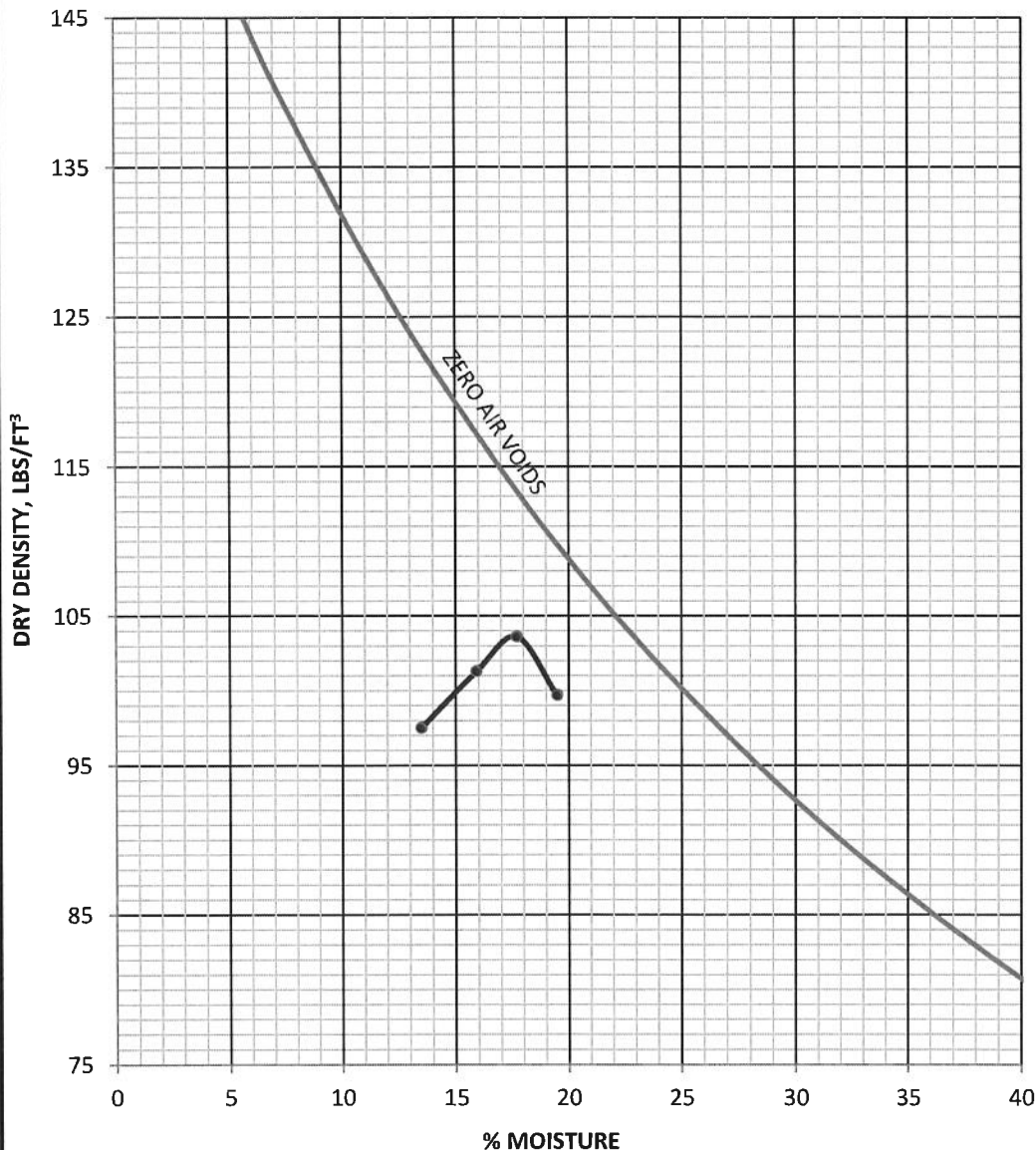
NST ENGINEERING, INC.

1495 Riverside Drive ~ Susanville CA 96130
(530) 257-5173 ~ FAX (530) 257-6272

MD-1

Stephen H. Schmidt, R.L.S.
Vernon H. Templeton, R.L.S.
Jeffery A. Morrish, R.C.E.

MOISTURE-DENSITY CURVE



M, %	γ_d
13.5	97.5
15.9	101.3
17.7	103.6
19.5	99.7

TEST METHOD: ASTM-1557

SAMPLE SOURCE: TEST PIT 1 8.0 FEET DEEP

SOIL CLASSIFICATION: LIGHT BROWN CLAY, (SC) CLAYEY SAND

MAXIMUM DRY DENSITY: 103.6 lbs/ft³

MOISTURE: 17.7 %

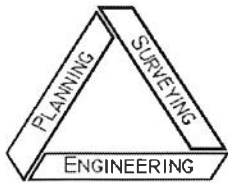
PROJECT: GREENVILLE COMMUNITY SERVICE DISTRICT

COMMENTS:

DATE: 6/22/2022

TESTED BY: ROBERT B. SCHMIDT

JOB NUMBER: 2022-049



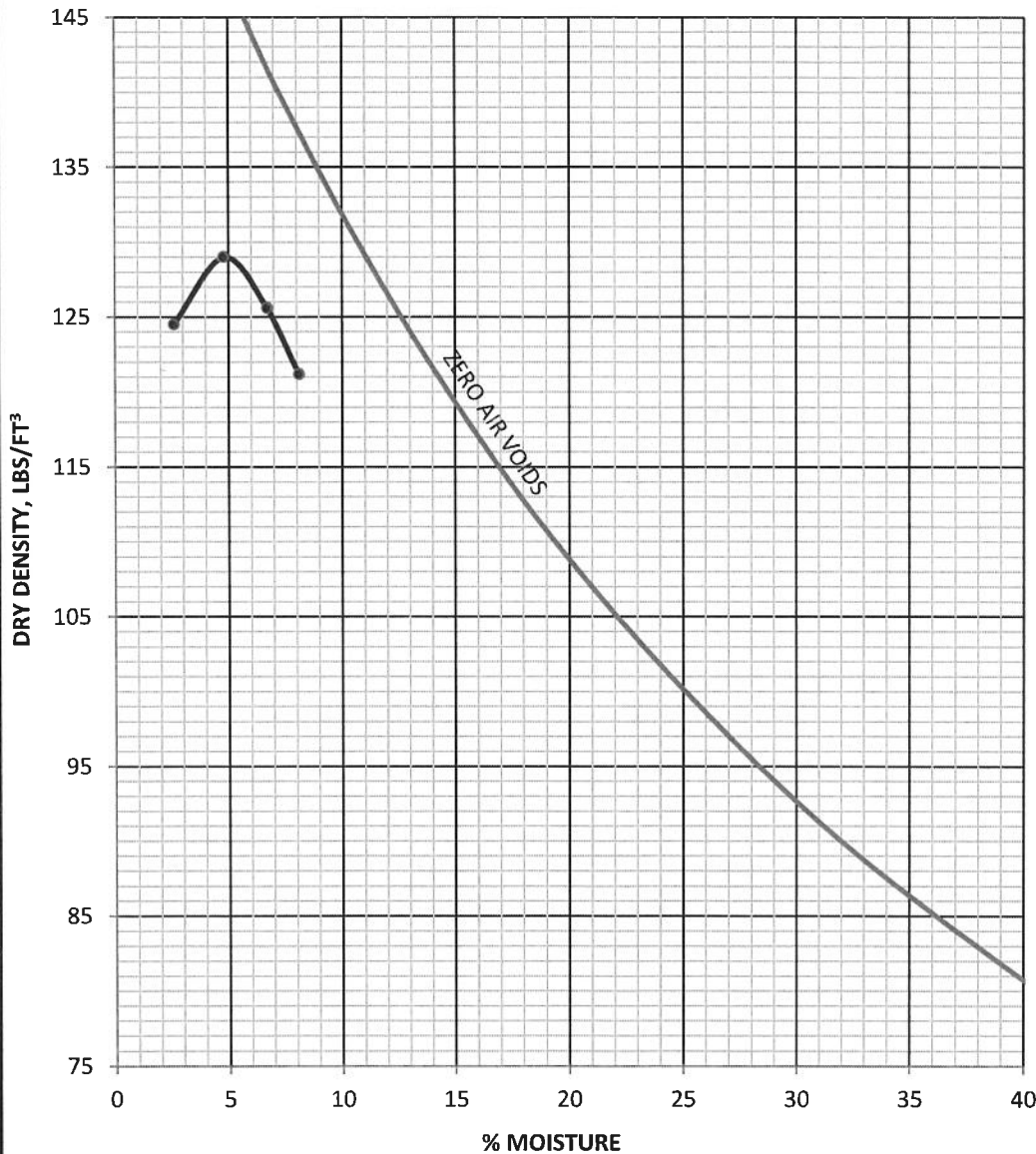
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MD-2

Stephen H. Schmidt, R.L.S.
Vernon H. Templeton, R.L.S.
Jeffery A. Morrish, R.C.E.

MOISTURE-DENSITY CURVE



M, %	γ_d
2.6	124.5
4.8	129.0
6.7	125.6
8.1	121.2

TEST METHOD: ASTM-1557

SAMPLE SOURCE:

TEST PIT 4 0' - 4' FEET

SOIL CLASSIFICATION: IMPORT CLASS 2 BASE ROCK

MAXIMUM DRY DENSITY: 125.6 lbs/ft³

MOISTURE: 6.7 %

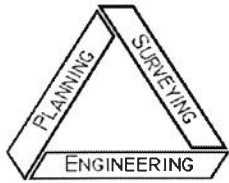
PROJECT: GREENVILLE COMMUNITY SERVICE DISTRICT

COMMENTS:

DATE: 6/22/2022

TESTED BY: ROBERT B. SCHMIDT

JOB NUMBER: 2022-049



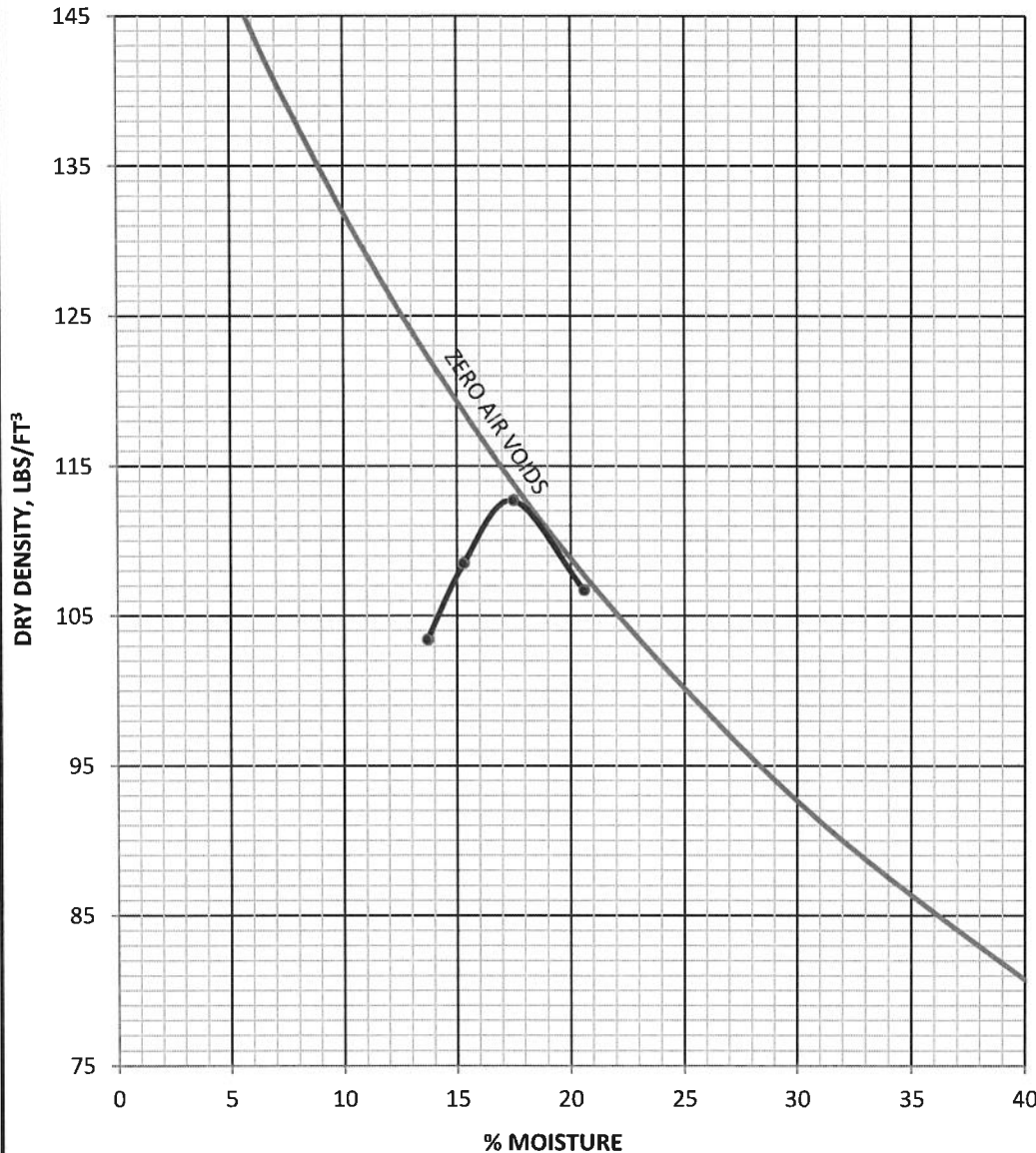
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MD-3

Stephen H. Schmidt, R.L.S.
Vernon H. Templeton, R.L.S.
Jeffery A. Morrish, R.C.E.

MOISTURE-DENSITY CURVE



TEST METHOD: ASTM-1557

SAMPLE SOURCE:

TEST PIT 3, 6'-8' DEEP

SOIL CLASSIFICATION: BROWN NATIVE CLAY, (SC) CLAYEY SAND

MAXIMUM DRY DENSITY: 112.7 lbs/ft³

MOISTURE: 17.5 %

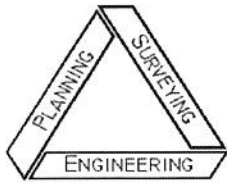
PROJECT: GREENVILLE COMMUNITY SERVICE DISTRICT

COMMENTS:

DATE: 6/22/2022

TESTED BY: ROBERT B. SCHMIDT

JOB NUMBER: 2022-049



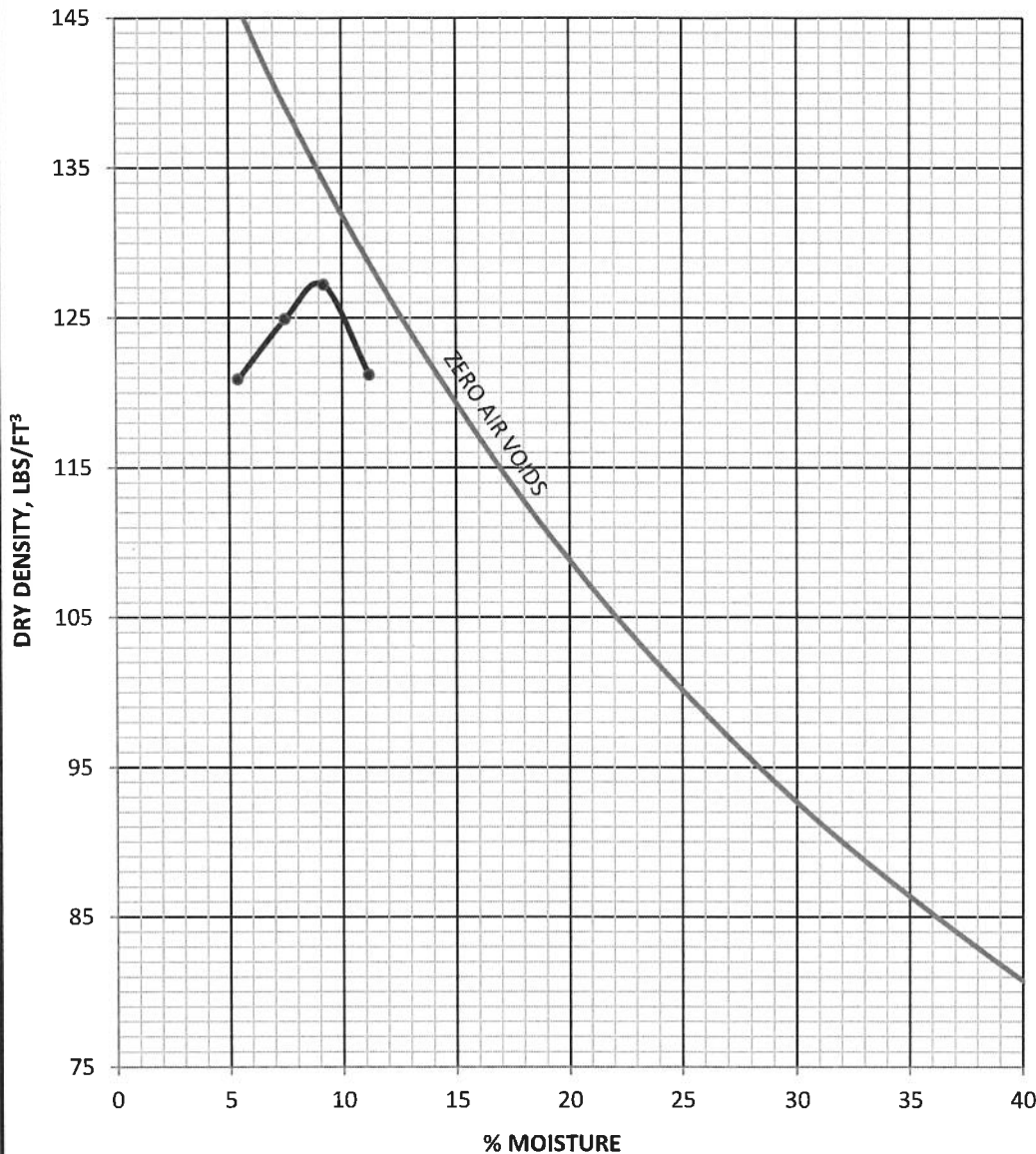
NST ENGINEERING, INC.

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MD-4

Stephen H. Schmidt, R.L.S.
Vernon H. Templeton, R.L.S.
Jeffery A. Morrish, R.C.E.

MOISTURE-DENSITY CURVE



M, %	γ_d
5.4	120.9
7.5	124.9
9.2	127.2
11.2	121.2

TEST METHOD: ASTM-1557

SAMPLE SOURCE: TEST PIT 6 1.0' FOOT DEEP

SOIL CLASSIFICATION: IMPORT CLASS 2 BASE ROCK

MAXIMUM DRY DENSITY: 127.2 lbs/ft³

MOISTURE: 9.2 %

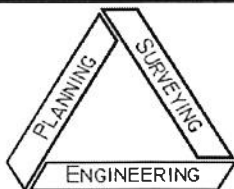
PROJECT: GREENVILLE COMMUNITY SERVICE DISTRICT

COMMENTS:

DATE: 6/22/2022

TESTED BY: ROBERT B. SCHMIDT

JOB NUMBER: 2022-049



SA-1

NST ENGINEERING, INC.

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Stephen H. Schmidt, R.L.S.
Vernon H. Templeton, R.L.S.
Jeffery A. Morrish, R.C.E.

SIEVE ANALYSIS DATA

ASTM: C-117 ~ C-136 ~ D1140 ~ D-422 ~ D-4318 ~ D-2487
AASHTO T-11 AND T-27

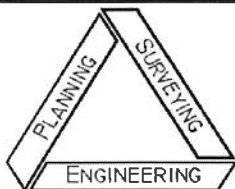
PROJECT: GREENVILLE COMMUNITY SERVICE DISTRICT	ENGINEERING TECHNICIAN OR INSPECTOR: ROBERT. SCHMIDT	DATE: 6/22/2022	JOB NO. 22-049
	SAMPLE NO. 1	LOCATION : 0.0' - 2.0' FEET DEEP	TEST PIT 1
	CONTRACT NO. N/A		

DESCRIPTION OF SAMPLE: BROWN COBBLES AND BOULDERS, (GM) SILTY GRAVEL

Sample Dry Weight: 5592.1		Washed Dry Weight: 4643.7	Washing Loss: 948.4	PROJECT SPECIFICATIONS		
Screen Size or Sieve Number	Cumulative Weight Retained	Percent Retained	Percent Passing			
3 (75mm)	0.0	0.0	100.0			
2.5 (63mm)	588.6	10.5	89.5			
2 (50mm)	1683.9	30.1	69.9			
1.5 (37.5mm)	1976.7	35.3	64.7			
1 (25mm)	2540.7	45.4	54.6			
3/4 (19mm)	2708.8	48.4	51.6			
1/2 (12.5mm)	3055.1	54.6	45.4			
3/8 (9.5mm)	3209.4	57.4	42.6			
4 (4.75mm)	3538.4	63.3	36.7			
8 (2.36mm)	3765.7	67.3	32.7			
10 (2.00mm)	3826.1	68.4	31.6			
16 (1.18mm)	3968.5	71.0	29.0			
30 (600um)	4137.3	74.0	26.0			
40 (425um)	4226.1	75.6	24.4			
50 (300um)	4309.1	77.1	22.9			
80 (180mm)						
100 (150mm)	4469.2	79.9	20.1			
No. 200 (75mm)	4582.2	81.9	18.1			
Pan	50.5	Total Weight of Original Sample		5592.1	Atterberg Limits D-4318	
Wash Loss	948.4	Less Total Weight of Fractions		5581.1	LL:	
Pan Plus Wash	998.9	Error		11.0	PL:	
Total Fractions	5581.1	Percent Error		0.20	PI:	

REMARKS : SAMPELED ON SITE BY NST ENGINEERING

TECHNICIAN:	CHECKED AND SUBMITTED BY:	
RBS	ROBERT B. SCHMIDT	



SA-2

NST ENGINEERING, INC.

1495 Riverside Drive ~ Susanville CA 96130

(530) 257-5173 ~ FAX (530) 257-6272

Stephen H. Schmidt, R.L.S.

Vernon H. Templeton, R.L.S.

Jeffery A. Morrish, R.C.E.

SIEVE ANALYSIS DATA

ASTM: C-117 ~ C-136 ~ D1140 ~ D-422 ~ D-4318 ~ D-2487

AASHTO T-11 AND T-27

PROJECT: GREENVILLE COMMUNITY SERVICE DISTRICT	ENGINEERING TECHNICIAN OR INSPECTOR: ROBERT. SCHMIDT	DATE: 6/22/2022	JOB NO. 2022-049
	SAMPLE NO. 1	LOCATION : TEST PIT 1	
	CONTRACT NO. N/A	2' - 8' FEET DEEP	

DESCRIPTION OF SAMPLE: DARK BROWN BLACK CLAY WITH ORGANIC WOOD CHIPS, (ML) SILT WITH FOREIGN
ORGANIC DEBRIS

Sample Dry Weight: 4221.6		Washed Dry Weight: 1531.1	Washing Loss: 2690.5	PROJECT SPECIFICATIONS		
Screen Size or Sieve Number	Cumulative Weight Retained	Percent Retained	Percent Passing			
3 (75mm)						
2.5 (63mm)						
2 (50mm)						
1.5 (37.5mm)	0.0	0.0	100.0			
1 (25mm)	139.0	3.3	96.7			
3/4 (19mm)	224.1	5.3	94.7			
1/2 (12.5mm)	284.7	6.7	93.3			
3/8 (9.5mm)	326.2	7.7	92.3			
4 (4.75mm)	445.3	10.5	89.5			
8 (2.36mm)	560.7	13.3	86.7			
10 (2.00mm)	593.9	14.1	85.9			
16 (1.18mm)	685.5	16.2	83.8			
30 (600um)	839.6	19.9	80.1			
40 (425um)	946.4	22.4	77.6			
50 (300um)	1046.7	24.8	75.2			
80 (180mm)						
100 (150mm)	1265.9	30.0	70.0			
No. 200 (75mm)	1491.2	35.3	64.7			
Pan	39.0	Total Weight of Original Sample		4221.6	Atterberg Limits D-4318	
Wash Loss	2690.5	Less Total Weight of Fractions		4220.7	LL:	
Pan Plus Wash	2729.5	Error		0.9	PL:	
Total Fractions	4220.7	Percent Error		0.02	PI:	

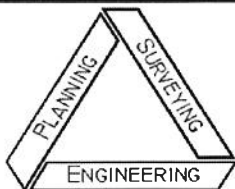
REMARKS : SAMPELED ON SITE BY NST ENGINEERING

TECHNICIAN:

RBS

CHECKED AND SUBMITTED BY:

ROBERT B. SCHMIDT



NST ENGINEERING, INC.

1495 Riverside Drive ~ Susanville CA 96130
(530) 257-5173 ~ FAX (530) 257-6272

SA-3

Stephen H. Schmidt, R.L.S.
Vernon H. Templeton, R.L.S.
Jeffery A. Morrish, R.C.E.

SIEVE ANALYSIS DATA

ASTM: C-117 ~ C-136 ~ D1140 ~ D-422 ~ D-4318 ~ D-2487
AASHTO T-11 AND T-27

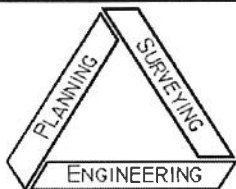
PROJECT: GREENVILLE COMMUNITY SERVICE DISTRICT	ENGINEERING TECHNICIAN OR INSPECTOR: ROBERT. SCHMIDT	DATE: 6/22/2022	JOB NO. 2022-049
	SAMPLE NO. 1	LOCATION : 8' FEET DEEP NATIVE SOILS	TEST PIT 1
	CONTRACT NO. N/A		

DESCRIPTION OF SAMPLE: LIGHT BROWN CLAY, (CH) FAT CLAY

Sample Dry Weight: 1214.3		Washed Dry Weight: 398.8	Washing Loss: 815.5	PROJECT SPECIFICATIONS		
Screen Size or Sieve Number	Cumulative Weight Retained	Percent Retained	Percent Passing			
3 (75mm)						
2.5 (63mm)						
2 (50mm)						
1.5 (37.5mm)						
1 (25mm)						
3/4 (19mm)						
1/2 (12.5mm)						
3/8 (9.5mm)	0.0	0.0	100.0			
4 (4.75mm)	6.4	0.5	99.5			
8 (2.36mm)	35.6	2.9	97.1			
10 (2.00mm)	44.2	3.6	96.4			
16 (1.18mm)	66.6	5.5	94.5			
30 (600um)	100.1	8.2	91.8			
40 (425um)	128.8	10.6	89.4			
50 (300um)	163.1	13.4	86.6			
80 (180um)						
100 (150um)	263.7	21.7	78.3			
No. 200 (75um)	383.6	31.6	68.4			
Pan	15.0	Total Weight of Original Sample		1214.3	Atterberg Limits D-4318	
Wash Loss	815.5	Less Total Weight of Fractions		1214.1	LL:	52
Pan Plus Wash	830.5	Error		0.2	PL:	21
Total Fractions	1214.1	Percent Error		0.02	PI:	31

REMARKS :

TECHNICIAN:	CHECKED AND SUBMITTED BY:	
RBS	ROBERT B. SCHMIDT	



SA-4

NST ENGINEERING, INC.

1495 Riverside Drive ~ Susanville CA 96130
(530) 257-5173 ~ FAX (530) 257-6272

Stephen H. Schmidt, R.L.S.
Vernon H. Templeton, R.L.S.
Jeffery A. Morrish, R.C.E.

SIEVE ANALYSIS DATA

ASTM: C-117 ~ C-136 ~ D1140 ~ D-422 ~ D-4318 ~ D-2487
AASHTO T-11 AND T-27

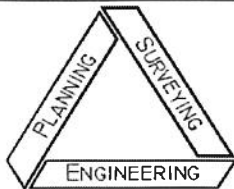
PROJECT: GREENVILLE COMMUNITY SERVICE DISTRICT	ENGINEERING TECHNICIAN OR INSPECTOR: ROBERT. SCHMIDT	DATE: 6/22/2022	JOB NO. 2022-049
	SAMPLE NO. 1	LOCATION : TEST PIT 4	
	CONTRACT NO. N/A	6' - 8' DEEP NATIVE CLAYS	

DESCRIPTION OF SAMPLE: BROWN NATIVE CLAY, (SC) CLAYEY SAND

Sample Dry Weight: 1948.9		Washed Dry Weight: 1275.7	Washing Loss: 673.2	PROJECT SPECIFICATIONS		
Screen Size or Sieve Number	Cumulative Weight Retained	Percent Retained	Percent Passing			
3 (75mm)						
2.5 (63mm)						
2 (50mm)						
1.5 (37.5mm)	0.0	0.0	100.0			
1 (25mm)	147.1	7.5	92.5			
3/4 (19mm)	147.1	7.5	92.5			
1/2 (12.5mm)	216.8	11.1	88.9			
3/8 (9.5mm)	259.9	13.3	86.7			
4 (4.75mm)	374.3	19.2	80.8			
8 (2.36mm)	469.3	24.1	75.9			
10 (2.00mm)	494.3	25.4	74.6			
16 (1.18mm)	568.4	29.2	70.8			
30 (600um)	694.4	35.6	64.4			
40 (425um)	781.2	40.1	59.9			
50 (300um)	873.6	44.8	55.2			
80 (180mm)						
100 (150mm)	1081.2	55.5	44.5			
No. 200 (75mm)	1241.3	63.7	36.3			
Pan	34.0	Total Weight of Original Sample		1948.9	Atterberg Limits D-4318	
Wash Loss	673.2	Less Total Weight of Fractions		1948.5	LL:	32
Pan Plus Wash	707.2	Error		0.4	PL:	16
Total Fractions	1948.5	Percent Error		0.02	PI:	16

REMARKS : SAMPELED ON SITE BY NST ENGINEERING

TECHNICIAN:	CHECKED AND SUBMITTED BY:	
RBS	ROBERT B. SCHMIDT	



SA-5

NST ENGINEERING, INC.

1495 Riverside Drive ~ Susanville CA 96130
(530) 257-5173 ~ FAX (530) 257-6272

Stephen H. Schmidt, R.L.S.
Vernon H. Templeton, R.L.S.
Jeffery A. Morrish, R.C.E.

SIEVE ANALYSIS DATA

ASTM: C-117 ~ C-136 ~ D1140 ~ D-422 ~ D-4318 ~ D-2487
AASHTO T-11 AND T-27

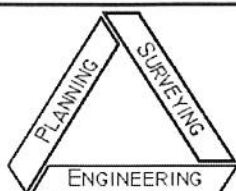
PROJECT: GREENVILLE COMMUNITY SERVICE DISTRICT	ENGINEERING TECHNICIAN OR INSPECTOR: ROBERT. SCHMIDT	DATE: 6/22/2022	JOB NO. 22-049
	SAMPLE NO. 1	LOCATION : TEST PIT 5	
	CONTRACT NO. N/A	6" - 6' FEET DEEP	

DESCRIPTION OF SAMPLE: BROWN COBBLES AND GRAVELS, SILTY SAND, HARD EXCAVATION MIXED WITH ASPHALT
CEMENT, (SC) CLAYEY SAND

Sample Dry Weight: 9022.7		Washed Dry Weight: 7181.6	Washing Loss: 1841.1	PROJECT SPECIFICATIONS		
Screen Size or Sieve Number	Cumulative Weight Retained	Percent Retained	Percent Passing			
3 (75mm)	0.0	0.0	100.0			
2.5 (63mm)	467.4	5.2	94.8			
2 (50mm)	923.4	10.2	89.8			
1.5 (37.5mm)	1220.9	13.5	86.5			
1 (25mm)	1680.5	18.6	81.4			
3/4 (19mm)	1844.9	20.4	79.6			
1/2 (12.5mm)	2432.8	27.0	73.0			
3/8 (9.5mm)	2835.4	31.4	68.6			
4 (4.75mm)	3646.6	40.4	59.6			
8 (2.36mm)	4352.9	48.2	51.8			
10 (2.00mm)	4532.9	50.2	49.8			
16 (1.18mm)	4978.5	55.2	44.8			
30 (600um)	5563.3	61.7	38.3			
40 (425um)	5840.8	64.7	35.3			
50 (300um)	6131.0	68.0	32.0			
80 (180mm)						
100 (150mm)	6801.3	75.4	24.6			
No. 200 (75mm)	7100.2	78.7	21.3			
Pan	58.8	Total Weight of Original Sample		9022.7	Atterberg Limits D-4318	
Wash Loss	1841.1	Less Total Weight of Fractions		9000.1	LL:	27
Pan Plus Wash	1899.9	Error		22.6	PL:	20
Total Fractions	9000.1	Percent Error		0.25	PI:	7

REMARKS : SAMPELED ON SITE BY NST ENGINEERING

TECHNICIAN:	CHECKED AND SUBMITTED BY:	
RBS	ROBERT B. SCHMIDT	



SA-6

NST ENGINEERING, INC.

1495 Riverside Drive ~ Susanville CA 96130

(530) 257-5173 ~ FAX (530) 257-6272

Stephen H. Schmidt, R.L.S.

Vernon H. Templeton, R.L.S.

Jeffery A. Morrish, R.C.E.

SIEVE ANALYSIS DATA

ASTM: C-117 ~ C-136 ~ D1140 ~ D-422 ~ D-4318 ~ D-2487

AASHTO T-11 AND T-27

PROJECT: GREENVILLE COMMUNITY SERVICE DISTRICT	ENGINEERING TECHNICIAN OR INSPECTOR: ROBERT. SCHMIDT	DATE: 6/22/2022	JOB NO. 2022-049
	SAMPLE NO. 1	LOCATION : 6' TO 8' FEET DEEP NATIVE SOILS	TEST PIT 5
	CONTRACT NO. N/A		

DESCRIPTION OF SAMPLE: NATIVE CLAYS, (SC) CLAYEY SAND

Sample Dry Weight: 2216.0		Washed Dry Weight: 1243.8	Washing Loss: 972.2	PROJECT SPECIFICATIONS		
Screen Size or Sieve Number	Cumulative Weight Retained	Percent Retained	Percent Passing			
3 (75mm)						
2.5 (63mm)						
2 (50mm)						
1.5 (37.5mm)	0.0	0.0	100.0			
1 (25mm)	92.6	4.2	95.8			
3/4 (19mm)	129.7	5.9	94.1			
1/2 (12.5mm)	171.7	7.7	92.3			
3/8 (9.5mm)	212.4	9.6	90.4			
4 (4.75mm)	337.0	15.2	84.8			
8 (2.36mm)	448.8	20.3	79.7			
10 (2.00mm)	479.5	21.6	78.4			
16 (1.18mm)	569.9	25.7	74.3			
30 (600um)	714.8	32.3	67.7			
40 (425um)	808.9	36.5	63.5			
50 (300um)	902.0	40.7	59.3			
80 (180um)	902.0	40.7	59.3			
100 (150um)	1074.6	48.5	51.5			
No. 200 (75mm)	1202.5	54.3	45.7			
Pan	41.0	Total Weight of Original Sample		2216.0	Atterberg Limits D-4318	
Wash Loss	972.2	Less Total Weight of Fractions		2215.7	LL:	27
Pan Plus Wash	1013.2	Error		0.3	PL:	20
Total Fractions	2215.7	Percent Error		0.01	PI:	7

REMARKS : SAMPELED ON SITE BY NST ENGINEERING

TECHNICIAN:	CHECKED AND SUBMITTED BY:	
RBS	ROBERT B. SCHMIDT	

Performance Bond

Bond Number: 108302823

CONTRACTOR:

(Name, legal status and address)
Dig It Construction, Inc.

PO Box 494

Chester, CA 96020

OWNER:

(Name, legal status and address)

Indian Valley Community Services District

127 Crescent St., Ste. #1

Greenville, CA 95934-0207

CONSTRUCTION CONTRACT

Date: 7-28-30

Amount: Nine Hundred Twenty-five Thousand Eight Hundred Eighteen & 00/100 (\$925,818.00)

Description: Indian Valley Public Safety Center Phase I (Grading & Drainage Improvements) 19646 Hwy 89, Greenville CA
(Name and location)

BOND

Date: 7-28-30

(Not earlier than Construction Contract Date)

Amount: Nine Hundred Twenty-five Thousand Eight Hundred Eighteen & 00/100 (\$925,818.00)

Modifications to this Bond:



None

☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Dig It Construction, Inc.

Signature: _____

Name: Carlos H. Ortiz
and Title: President

(Any additional signatures appear on the last page of this Performance Bond.)

SURETY

Company: (Corporate Seal)

Travelers Casualty and Surety Company of America

Signature: _____

Name: Leticia Romano
and Title: Attorney-in-Fact

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

This document combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

(FOR INFORMATION ONLY— Name, address and telephone)

AGENT or BROKER:

Anchor Insurance & Surety, Inc.

One Centerpointe Dr., Ste. 190

Lake Oswego, OR 97035

503-224-2500

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)



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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A312-2010, Performance Bond and Payment Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.



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§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____



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**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Leticia Romano** of **PORTLAND, Oregon**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **28** day of **July**, 2025




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF Washington

County of Clark

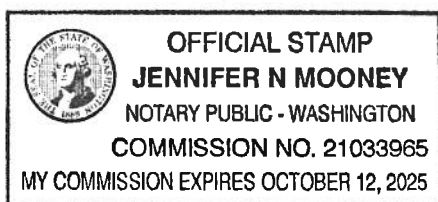
On July 18, 2025
Date

before me,

Jennifer N. Mooney, Notary Public,
Insert Name of Notary exactly as it appears on the official seal

personally appeared Leticia Romano

Name(s) of Signer(s)



Place Notary Seal Above

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature

Jennifer N. Mooney
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Bond Number: 108302823

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

- ☐ Individual
☐ Corporate Officer — Title(s):
☐ Partner ☐ Limited ☐ General
☒ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer is Representing:

Signer's Name:

- ☐ Individual
☐ Corporate Officer — Title(s):
☐ Partner ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer is Representing:

Payment Bond

Bond Number: 108302823

CONTRACTOR:

(Name, legal status and address)
Dig It Construction, Inc.

PO Box 494

Chester, CA 96020

OWNER:

(Name, legal status and address)

Indian Valley Community Services District

127 Crescent St., Ste. #1

Greenville, CA 95934-0207

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America

One Tower Square

Hartford, CT 06183

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

This document combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONSTRUCTION CONTRACT

Date: 7-28-30

Amount: Nine Hundred Twenty-five Thousand Eight Hundred Eighteen & 00/100 (\$925,818.00)

Description:

(Name and location) Indian Valley Public Safety Center Phase I (Grading & Drainage Improvements) 19646 Hwy 89, Greenville CA

BOND

Date: 7-28-30

(Not earlier than Construction Contract Date)

Amount: Nine Hundred Twenty-five Thousand Eight Hundred Eighteen & 00/100 (\$925,818.00)

Modifications to this Bond:



None

☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

Dig It Construction, Inc.

Signature:

Name: Carlos Hoya

and Title: President

(Any additional signatures appear on the last page of this Payment Bond.)

SURETY

Company:

(Corporate Seal)

Travelers Casualty and Surety Company of America

Signature:

Name Leticia Romano

and Title: Attorney-in-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Anchor Insurance & Surety, Inc.

One Centerpointe Dr., Ste. 190

Lake Oswego, OR 97035

503-224-2500

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A312-2010, Performance Bond and Payment Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A312-2010, Performance Bond and Payment Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 **Claim.** A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 **Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.



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§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Name and Title:

Address:

Signature: _____

Name and Title:

Address:



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**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

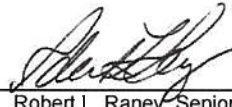
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Leticia Romano** of **Portland, Oregon**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

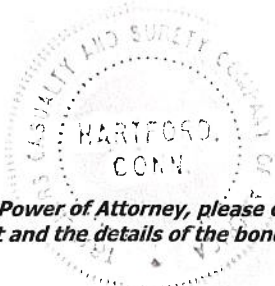
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 27 day of July, 2025.




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF Washington

County of Clark

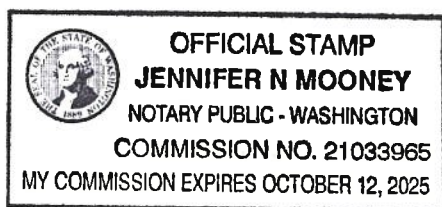
On July 18, 2025
Date

before me,

Jennifer N. Mooney, Notary Public,
Insert Name of Notary exactly as it appears on the official seal

personally appeared Leticia Romano

Name(s) of Signer(s)



Place Notary Seal Above

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Bond Number: 108302823

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

- ☐ Individual
☐ Corporate Officer — Title(s):
☐ Partner ☐ Limited ☐ General
☒ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:

x

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:

Signer's Name:

- ☐ Individual
☐ Corporate Officer — Title(s):
☐ Partner ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/17/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Anchor Insurance and Surety, Inc PO Box 2808 Portland OR 97208	CONTACT NAME: Kimberly Lee PHONE (A/C No, Ext): 503-224-2500 E-MAIL ADDRESS: certificates@anchorias.com FAX (A/C, No): 503-224-9830												
INSURED Dig It Construction Inc PO Box 494 Chester CA 96020	INSURER(S) AFFORDING COVERAGE <table><tr><td>INSURER A: RSUI Indemnity Company</td><td>NAIC # 22314</td></tr><tr><td>INSURER B: Midwest Employers Casualty Company</td><td>23612</td></tr><tr><td>INSURER C: Travelers Indemnity Co of Conn</td><td>25682</td></tr><tr><td>INSURER D: Travelers Property Casualty Co. of America</td><td>25674</td></tr><tr><td>INSURER E: Gotham Insurance Company</td><td>25569</td></tr><tr><td>INSURER F: ADMIRAL INS CO</td><td>24856</td></tr></table>	INSURER A: RSUI Indemnity Company	NAIC # 22314	INSURER B: Midwest Employers Casualty Company	23612	INSURER C: Travelers Indemnity Co of Conn	25682	INSURER D: Travelers Property Casualty Co. of America	25674	INSURER E: Gotham Insurance Company	25569	INSURER F: ADMIRAL INS CO	24856
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COVERAGES**CERTIFICATE NUMBER:** 2136714343**REVISION NUMBER:**

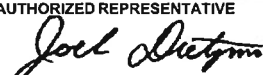
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	CO-3X913980	12/1/2024	12/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 LOGGERS BFPD \$ 1,000,000
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY	Y	810-3X909223	12/1/2024	12/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ POLLUTION \$ 1,000,000
D A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP-3X91544A NHA603975	12/1/2024 12/1/2024	12/1/2025 12/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 EA OCC AGGREGATE \$ 5,000,000
B	<input checked="" type="checkbox"/> 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 type="checkbox"/> N/A	BNUWC0163742	10/1/2024	10/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER CA OR E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E F	<input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> EXCESS LIABILITY		EX202400005718 UX000001330-01	12/1/2024 12/1/2024	12/1/2025 12/1/2025	OCC AGGREGATE 5,000,000 OCC AGGREGATE 5,000,000

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

INSURER G: Berkley Assurance Company FEIN #39462
INSURER H: AGCS Marine Insurance Company FEIN #22837
INSURER G: EXCESS LIABILITY | POLICY #VUMC0372560 | EFF DATE 12/1/2024 EXP DATE 12/1/2025 | EA OCC/AGGREGATE \$5,000,000
INSURER H: LEASED/RENTED EQUIPMENT | POLICY # MXI93088519 | EFF DATE 2/1/2026 EXP DATE 2/1/2026 | PER ITEM/AGGREGATE \$650,000
Certificate holder and all other entities are additional insureds when specified by written contract. Coverage is primary & non-contributory and includes waiver of subrogation when required by written contract. All subject to the terms, conditions and exclusions of the policies. Endorsements attached: CGD246 04/19, CGD316 02/19, CGD211 01/04, CGT100 02/19, CAT353 02/15, CAT499 02/16, WC990376 (A) -001. Umbrella & Excess Liability goes over General Liability, Auto and Employers Liability.
See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Indian Valley Community Services District P.O. Box 207 Crescent Mills CA 95934-0207	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 
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AGENCY CUSTOMER ID: DIGITCO-01

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Anchor Insurance and Surety, Inc		NAMED INSURED Dig It Construction Inc PO Box 494 Chester CA 96020	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Grading and Drainage Improvements
Phase #1 - Indian Valley Public Safety Center

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

COMMERCIAL GENERAL LIABILITY

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

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

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "bodily injury" or "property damage", provided that:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that

is used to heat, cool or dehumidify the building, or produced by or originating from equipment that is used to heat water for personal use by the building's occupants or their guests;

- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) If such "pollutants" are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed

to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are or were at any time performing operations to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

COMMERCIAL GENERAL LIABILITY

- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) 50 feet long or less; and
 - (b) Not being used to carry any person or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify as "mobile equipment" under the definition of "mobile equipment" if such land vehicle were not subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged; or
 - (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) 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.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage" arising out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;

- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and

accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

However, this exclusion does not apply to liability for damages because of "bodily injury".

q. Unsolicited Communication

"Bodily injury" or "property damage" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

r. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

s. Asbestos

- (1) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "bodily injury" or "property damage" is caused or contributed to by the hazardous properties of asbestos.

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(2) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "bodily injury" or "property damage" described in Paragraph (1) above.

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

t. Employment-Related Practices

"Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the

employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

Exclusions c. through n. do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

This exclusion does not apply to "personal injury" caused by malicious prosecution.

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Or Used Prior To Policy Period

- (1) "Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or
- (2) "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Because of "personal injury" assumed by you in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party

against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

f. Breach Of Contract

"Advertising injury" arising out of a breach of contract.

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Intellectual Property

"Personal and advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

- (1) Copyright;
- (2) Patent;
- (3) Trade dress;
- (4) Trade name;
- (5) Trademark;
- (6) Trade secret; or
- (7) Other intellectual property rights or laws.

This exclusion does not apply to:

- (1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or
- (2) Any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" caused by an offense committed by an insured whose business is:

- (1) Advertising, "broadcasting" or publishing;

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(2) Designing or determining content of websites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a.(1), (2) and (3) of the definition of "personal injury".

For the purposes of this exclusion:

(1) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and

(2) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts or owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or

neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury" arising out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Unsolicited Communication

"Personal and advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

q. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

r. Asbestos

(1) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "personal and advertising injury" is caused or contributed to by the hazardous properties of asbestos.

(2) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "personal and advertising injury" described in Paragraph (1) above.

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or

assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

s. Employment-Related Practices

"Personal injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "personal injury".

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or

- (3) Because of your operations; provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - 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.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - 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.
 - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
 - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been

assumed by the insured in the same "insured contract";

- d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverages – Coverage A – Bodily Injury And Property Damage Liability or Paragraph 2.e. of Section I – Coverages – Coverage B – Personal And Advertising Injury Liability, such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal injury", and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer

workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;

- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or

- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide 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.

(2) "Property damage" to property:

- (a) Owned, occupied or used by;

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.

- c. Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and

- (2) Until your legal representative has been appointed.

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- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
 - e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:
 - (1) 50 feet long or less; and
 - (2) Not being used to carry any person or property for a charge.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. 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. 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 and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. An organization, other than a partnership, joint venture or limited liability company; or
 - b. A trust;
- as indicated in its name or the documents that govern its structure.
4. 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" or "personal and advertising injury" that:
- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing 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 that you agreed to provide in the written contract or agreement, or the limits shown in 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 and 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, manager or lessor.

5. Any person or organization that is an equipment 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", or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing 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 that you agreed to provide in the written contract or agreement, or the limits shown in 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 and advertising injury" caused by an offense that is committed, after the equipment lease expires.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint

venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section II – Who Is An Insured.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C;
 because of all "bodily injury" and "property damage" arising out of any one "occurrence".
 For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
6. Subject to Paragraph 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 be:

- a. The amount shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part; or
 - b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

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.

SECTION IV – COMMERCIAL GENERAL LIABILITY 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. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. 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. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.
 You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. 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";

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- (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or 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 which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. 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. The following provisions apply to Paragraph a. above, but only for 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 to 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 officers" or directors (if you are an organization other than a partnership, joint venture, or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.
 - (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees 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;

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

(iv) A trustee of any trust;

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

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

- (3) Notice to us of such "occurrence" or 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 Paragraph 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 policy 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.

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 Coverage Part 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. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (i) Another insurance company;
- (ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph **5.** of Section **III** – Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph **4.** of Section **III** – Limits of Insurance applies because the Amendment – Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;
- (iii) Any risk retention group; or
- (iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph **c.** below, insurer means a provider of insurance.

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below, except when Paragraph **d.** below applies.

b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is insurance for "premises damage";

(iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;

(iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph **4.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies; or

(v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph **5.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies.

(b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** 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.

(3) 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:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) 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 of 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.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

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.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part 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 claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment 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.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – 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 purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Advertising injury":
 - a. Means injury caused by one or more of the following offenses:
 - (1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;
 - (2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:
 - (a) Appropriates a person's name, voice, photograph or likeness; or
 - (b) Unreasonably places a person in a false light; or
 - (3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".
 - b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.
3. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer 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 law, where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".
4. "Bodily injury" means:
 - a. Physical harm, including sickness or disease, sustained by a person; or
 - b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.
5. "Broadcasting" means transmitting any audio or visual material for any purpose:
 - a. By radio or television; or
 - b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:
 - (1) Radio or television programming being transmitted;
 - (2) Other entertainment, educational, instructional, music or news programming being transmitted; or
 - (3) Advertising transmitted with any of such programming.
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 Paragraph a. above; or
 - 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 Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication; provided the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph a. above, or in a settlement we agree to.
7. "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.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

COMMERCIAL GENERAL LIABILITY

10. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.
11. "Hostile fire" means a fire which becomes uncontrollable or breaks out from where it was intended to be.
12. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
- It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.
13. "Insured contract" means:
- 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";
 - A sidetrack agreement;
 - Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - An elevator maintenance agreement;
 - That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- Paragraph f. does not include that part of any contract or agreement:
- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
 - (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (2) above and supervisory, inspection, architectural or engineering activities.
14. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
15. "Loading or unloading" means the handling of property:
- After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - While it is in or on an aircraft, watercraft or "auto"; or
 - While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
16. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - Vehicles maintained for use solely on or next to premises you own or rent;
 - Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

- (1) Power cranes, shovels, loaders, diggers or drills; or
- (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
- (2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

17. "Occurrence" means:

- a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions; or

b. An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

18. "Personal and advertising injury" means "personal injury" or "advertising injury".

19. "Personal injury":

- a. Means injury, other than "advertising injury", caused by one or more of the following offenses:

- (1) False arrest, detention or imprisonment;
- (2) Malicious prosecution;
- (3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;
- (4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or
- (5) Oral or written publication, including publication by electronic means, of material that:
 - (a) Appropriates a person's name, voice, photograph or likeness; or
 - (b) Unreasonably places a person in a false light.

- b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.

20. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

COMMERCIAL GENERAL LIABILITY

21. "Premises damage" means:

- a. With respect to the first paragraph of the exceptions in Exclusion j. of Section I – Coverage A – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of seven or fewer consecutive days, including the contents of such premises; or
- b. With respect to the exception to Exclusions c. through n. in the last paragraph of Paragraph 2. of Section I – Coverage A – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of more than seven consecutive days, or while temporarily occupied by you with permission of the owner, caused by:

- (1) Fire;
- (2) Explosion;
- (3) Lightning;
- (4) Smoke resulting from fire, explosion or lightning; or
- (5) Water.

But "premises damage" under this Paragraph b. does not include "property damage" to any premises caused by:

- (1) Rupture, bursting, or operation of pressure relief devices;
- (2) Rupture or bursting due to expansion or swelling of the contents of any building or structure caused by or resulting from water; or
- (3) Explosion of steam boilers, steam pipes, steam engines or steam turbines.

22. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your

contract calls for work at more than one job site.

- (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

23. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use will 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.

24. "Slogan":

- a. Means a phrase that others use for the purpose of attracting attention in their advertising.
- b. Does not include a phrase used as, or in, the name of:
 - (1) Any person or organization, other than you; or
 - (2) Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.

25. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

26. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

27. "Title" means a name of a literary or artistic work.

28. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.

29. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

30. "Your product":

- a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

- (a) You;

- (b) Others trading under your name; or

- (c) A person or organization whose business or assets you have acquired; and

- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

- b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

- (2) The providing of or failure to provide warnings or instructions.

- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

31. "Your work":

- a. Means:

- (1) Work or operations performed by you or on your behalf; and

- (2) Materials, parts or equipment furnished in connection with such work or operations.

- b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

- (2) The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

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

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such 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 or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

- (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

- (b) Supervisory, inspection, architectural or engineering activities.

- (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

- c. The additional insured must comply with the following duties:

- (1) 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:

- (a) How, when and where the "occurrence" or offense took place;

- (b) The names and addresses of any injured persons and witnesses; and

- (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- (2) If a claim is made or "suit" is brought against the additional insured:

COMMERCIAL GENERAL LIABILITY

- (a) Immediately record the specifics of the claim or "suit" and the date received; and
 - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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 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. 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.

- | | |
|--|---|
| <p>A. Who Is An Insured – Unnamed Subsidiaries</p> <p>B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</p> | <p>C. Incidental Medical Malpractice</p> <p>D. Blanket Waiver Of Subrogation</p> <p>E. Contractual Liability – Railroads</p> <p>F. Damage To Premises Rented To You</p> |
|--|---|

PROVISIONS

A. WHO IS AN 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:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. An organization other than a partnership, joint venture or limited liability company; or
- b. A trust;

as indicated in its name or the documents that govern its structure.

B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

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

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or 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" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

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 – CONTRACTORS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

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

This includes any person or organization who you are required under a written contract or agreement, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

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 a named insured when a written contract or agreement with you, that is signed 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.

POLICY NUMBER: BNUWC0163742

WC 04 03 06

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 04-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT CALIFORNIA (Blanket)

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 0.020000 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

State

Description

CA

Any party with whom the insured agrees to waive subrogation in a written contract.

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 Date: 10/01/2024

Policy Number: BNUWC0163742

Endorsement No.:

Insured Name: Dig It Construction, Inc.

Insurance Company: Midwest Employers Casualty
Company

Countersigned By



COMMERCIAL GENERAL LIABILITY

C. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a), (b), (c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

- (b) 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.

3. The following replaces the last sentence of 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 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.

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

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

D. 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**:

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 and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

E. 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;

COMMERCIAL GENERAL LIABILITY

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

F. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in 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.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

ISSUE DATE:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

DESIGNATED PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Project(s):

EACH "PROJECT" FOR WHICH YOU HAVE AGREED IN A WRITTEN CONTRACT THAT IS IN EFFECT DURING THIS POLICY PERIOD, TO PROVIDE A SEPARATE GENERAL AGGREGATE LIMIT, PROVIDED THAT THE CONTRACT IS SIGNED BY YOU BEFORE THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS.

Designated Project General Aggregate(s):

**GENERAL AGGREGATE
LIMIT SHOWN ON THE
DECLARATIONS.**

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A. (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which can be attributed only to operations at a single designated "project" shown in the Schedule above:

- 1.** A separate Designated Project General Aggregate Limit applies to each designated "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations, unless separate **Designated Project General Aggregate(s)** are scheduled above.
- 2.** The Designated Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A.**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C**, regardless of the number of:
 - a.** Insureds;
 - b.** Claims made or "suits" brought; or
 - c.** Persons or organizations making claims or bringing "suits".

3. Any payments made under **COVERAGE A.** for damages or under **COVERAGE C.** for medical expenses shall reduce the Designated Project General Aggregate Limit for that designated "project". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Project General Aggregate Limit for any other designated "project" shown in the Schedule above.

4. The limits shown in the Declarations for **Each Occurrence, Damage To Premises Rented To You and Medical Expense** continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Project General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A. (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C. (SECTION I)**, which cannot be attributed only to operations at a single designated "project" shown in the Schedule above:

COMMERCIAL GENERAL LIABILITY

1. Any payments made under **COVERAGE A.** for damages or under **COVERAGE C.** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Project General Aggregate Limit.
- C.** Part 2. of **SECTION III – LIMITS OF INSURANCE** is deleted and replaced by the following:
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Damages under **Coverage B**; and
 - b. Damages from "occurrences" under **COVERAGE A (SECTION I)** and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)** which cannot be attributed only to operations at a single designated "project" shown in the **SCHEDULE** above.
- D.** When coverage for liability arising out of the "products-completed operations hazard" is pro-

vided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Project General Aggregate Limit.

- E.** For the purposes of this endorsement the **Definitions Section** is amended by the addition of the following definition:

"Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".

- F.** The provisions of **SECTION III – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

CARRIER: Travelers Property Casualty Co. of America
POLICY NUMBER: 810-3X909223
INSURED: Dig It Construction Inc

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 INSUREDB. BLANKET ADDITIONAL INSUREDC. EMPLOYEE HIRED AUTOD. EMPLOYEES AS INSUREDE. SUPPLEMENTARY PAYMENTS – INCREASED LIMITSF. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASISG. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none">H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMITI. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMITJ. PERSONAL PROPERTYK. AIRBAGSL. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSSM. BLANKET WAIVER OF SUBROGATIONN. 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.