

MASTER SERVICES AGREEMENT

THE LYON COUNTY, NEVADA AND DOWL, LLC

This Master Services Agreement ("Agreement") is entered into as of the 3rd day of March, 2025 (the "Effective Date"), by and between **DOWL, LLC**, a Limited Liability corporation, having its principal office at 5510 Longley Lane, Reno, NV, 89511 (hereinafter referred to as the "Contractor"), and **Lyon County**, a governmental entity, having its principal office at 27 S. Main Street, Yerington, NV, 89447 (hereinafter referred to as the "County"). Contractor and County may each individually be referred to as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the County desires to retain the Contractor to provide professional services, including but not limited to, development, review, oversight, and management of various projects within Lyon County, as well as services related to inspection and Floodplain Management, in accordance with all applicable laws, regulations, and standards.

WHEREAS, the Contractor represents and warrants that it possesses the necessary expertise, experience, and qualifications to perform such services in accordance with the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. SCOPE OF SERVICES

The Contractor shall provide professional services to the County as described below (collectively, the "Services"):

1.1 Site Improvement Review:

- 1.1.1 Review and evaluate engineering plans and specifications for site improvement including: grading, drainage, utilities, roadways, access and other infrastructure elements prepared for developments, including, but not limited to subdivision maps, parcel maps, divisions of land into large parcels, building permits, civil improvement plans, conditional use permits, etc.
- 1.1.2 Ensure site improvements plans, engineering studies, and other related documents for the development of property within Lyon County comply with county, state, and federal regulations, standards, and best practices.
- 1.1.3 Provide written comments and recommendations to developers, owners, and county staff.

1.2 Regulatory Compliance:

- 1.2.1 Verify proposed development projects comply with all applicable local, state, and federal regulations.
- 1.2.2 Assist with the interpretation and application of zoning ordinances, land use regulations, and building codes as directed by Lyon County Staff.
- 1.2.3 Ensure adherence to environmental regulations and stormwater management requirements.

1.3 Infrastructure and Utility Review:

- 1.3.1 Assess the adequacy of the existing infrastructure and proposed improvements, including water, sewer, stormwater, and transportation infrastructure. The firm shall have knowledge and experience in analyzing the adequacy of the infrastructure using the utility department's water and sewer models. The County's water model runs in Autodesk Infowater Pro in ArcGIS interface and the sewer model in InfoSWMM by Innovyze.
- 1.3.2 Verify utility design meets county, state, and federal standards and specifications.
- 1.3.3 Coordinate with utility providers and other relevant agencies to ensure development projects remain in compliance with the utility and relevant agency regulations.

1.4 Floodplain Management:

- 1.4.1 Act as and in assistance to Lyon County designated Flood Plain Administrator or designee to develop and review flood management procedures, documents, and guidelines.
- 1.4.2 Provide recommendations for flood mitigation measures and strategies.
- 1.4.3 Review and approve floodplain development permits as directed by Lyon County staff.
- 1.4.4 Review and approve elevation certificates and floodplain development applications as directed by Lyon County Staff.

1.5 Technical Support and Consultation:

- 1.5.1 Provide technical expertise and support to county staff and officials.
- 1.5.2 Attend meetings with developers, contractors, and stakeholders as directed by Lyon County Staff.
- 1.5.3 Offer guidance on best practices and innovative solutions for site development.

1.6 Inspection Services:

- 1.6.1 Conduct site inspections to verify construction methods and materials comply with approved plans and specifications per Lyon County Code.
- 1.6.2 Provide quality assurance and inspection of the following activities: grading, drainage, site improvements, access, and roadway components of developments, including, but not limited to, subdivision maps, parcel maps, divisions of land into large parcels, building permits, improvements plans, etc.
- 1.6.3 Provide geotech/material testing and analysis services for development improvements. Geotech/materials testing and analysis services for grading, drainage, site improvements, access, and roadway components of developments, including but not limited to subdivision

1.7 Survey Services:

- 1.7.1 Act as County Surveyor for review of surveying components of calculations, maps, plans, and appurtenant documents for developments, including, but not limited to subdivision maps, parcel maps, division of and into large parcels, boundary line adjustments, reversion to acreage, building permits, civil improvement plans, etc.
- 1.7.2 Provide professional surveyor and consulting services as directed by Lyon County Staff.

1.8 Coordination with Lyon County Departments:

- 1.8.1 Work closely with Lyon County Utilities, Lyon County Roads, Lyon County Community Development, and other related Lyon County agencies/departments to ensure cohesive and comprehensive reviews.
- 1.8.2 Attend meetings as necessary with Lyon County staff, developers, and other stakeholders as directed by Lyon County Staff. Meetings with Lyon County staff shall be deemed part of the inclusive services provided under this agreement and shall not be subject to separate billing or reimbursement on a time-and-materials basis.

1.9 Project Management Support:

- 1.9.1 Provide project management assistance, including the development of project schedules, progress tracking, and preparation of comprehensive status reports for ongoing projects.

1.10 GIS Services

- 1.10.1 Zoning & Land Use Mapping: Maintain and update zoning layers, land use classifications, and planning districts as needed by Lyon County Staff.
- 1.10.2 Development Tracking: Create and update GIS layers for approved and proposed developments, permits, and subdivision applications.
- 1.10.3 Floodplain & Environmental Constraints Mapping: Provide GIS support for floodplain management, wetland identification, and conservation planning.
- 1.10.4 Public GIS Portals: Develop interactive GIS applications for public access to zoning, land use, and planning data.
- 1.10.5 Water & Sewer System Mapping: Develop and maintain GIS datasets for water lines, sewer mains, lift stations, hydrants, and treatment facilities.
- 1.10.6 Utility Easements & Right-of-Way Management: Maintain GIS records of easements, ROWs, and encroachments for utility planning for development projects.
- 1.10.7 Database Management: Maintain and update spatial databases for parcel data, planning layers, engineering records, and utility networks.
- 1.10.8 Data Standardization & Integration: Ensure GIS data aligns with county, state, and federal standards for land use, infrastructure, and environmental datasets in collaboration with Lyon County Staff.
- 1.10.9 System Security & Data Backup: Implement security protocols, access controls, and backup solutions for GIS data in collaboration with Lyon County staff.
- 1.10.10 Subsidiary Tasks as directed by Lyon County staff.

1.11 Task Orders

- 1.11.1 The detailed scope of work for each of the above services may be further defined in task orders issued pursuant to this Agreement ("Task Orders"). Task Orders shall specify deliverables, timelines, and any additional terms applicable to the specific scope of work.
 - 1.11.2 The County and Contractor shall agree on the scope, time for performance, and basis of compensation for each Task Order. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement and presented to the County as shown in **“Exhibit A.”**
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2. TERM OF AGREEMENT

- 2.1 **Effective Date:** This Agreement shall commence on the Effective Date and shall remain in full force and effect for a period of three (3) years from the Effective Date, unless terminated earlier in accordance with Section 11 of this Agreement. After the initial three-year term, this Agreement may be renewed or extended by mutual written consent of the parties for one additional year.
- 2.2 **Task Order Duration:** Each Task Order issued under this Agreement shall have its own specified term and duration, which shall exceed the duration of this agreement so as long as the Task Order is signed and executed prior to termination or expiration of this Agreement.

3. COUNTY'S RESPONSIBILITIES

The County shall fulfill the following responsibilities under this Agreement to ensure the efficient and effective performance of the Contractor:

- 3.1 **Provision of Information:** The County shall provide all available information, data, and documentation necessary for the Contractor to perform the services outlined in this Agreement. This includes access to relevant reports, records, drawings, surveys, and other materials in the County's possession that are pertinent to the Contractor's work.
- 3.2 **Timely Review and Approvals:** The County shall review and respond to all submissions, deliverables, and other documents provided by the Contractor within a reasonable timeframe to avoid undue delays in the Contractor's performance.
- 3.3 **Point of Contact:** The County shall designate a representative(s) who will serve as the primary point of contact for the Contractor. This representative will have the authority to communicate, provide approvals, and make decisions necessary to advance the project, subject to applicable County policies and procedures.
- 3.4 **Payment Obligations:** The County shall compensate the Contractor in accordance with the terms and conditions set forth in this Agreement, provided the Contractor meets the performance standards and deadlines as stipulated herein.
- 3.5 **Regulatory Compliance Coordination:** The County shall cooperate with the Contractor in facilitating compliance with applicable local, state, and federal regulations and ordinances, including assisting in securing necessary permits, approvals, or authorizations that fall within the County's jurisdiction.

- 3.6 **Additional Support:** The County shall provide reasonable assistance to the Contractor as may be required to address unforeseen issues or circumstances that arise during the course of providing services within the scope of work, provided such assistance does not result in a material change to the scope of the Contractor's work under this Agreement.
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4. CONTRACTOR RESPONSIBILITIES

The Contractor shall comply with the following responsibilities and obligations under this Agreement:

- 4.1 **Adherence to Scope of Work:** The Contractor shall perform all services described in this Agreement and any related Task Orders with the highest level of professional skill, care, and diligence. The Contractor shall strictly adhere to the scope of work and specifications approved by the County and shall not deviate without prior written authorization from the County.
- 4.2 **Compliance with Applicable Laws and Standards:** The Contractor shall comply with all applicable federal, state, and local laws, regulations, ordinances, and professional standards relevant to the performance of services under this Agreement. Any failure to meet these requirements shall constitute a material breach of this Agreement.
- 4.3 **Timely Completion:** The Contractor shall complete all services, reviews, submittals, and deliverables within the timelines specified in this Agreement or any related Task Order. The County reserves the right to withhold payment for delays caused by the Contractor's failure to meet these deadlines unless such delays are expressly approved in writing by the County.
- 4.4 **Quality of Work:** The Contractor shall ensure that all work performed is of professional quality, meets applicable standards, and conforms to the requirements set forth in this Agreement.
- 4.5 **Coordination and Communication:** The Contractor shall maintain regular communication with the County's designated representative(s) and shall promptly respond to all inquiries, requests, and concerns. The Contractor shall also provide written progress updates as required by the County.
- 4.6 **Cost Control:** The Contractor shall exercise fiscal responsibility in the performance of services and shall not incur costs or expenses beyond those expressly authorized by this Agreement or related Task Orders. Any unauthorized costs shall be the sole responsibility of the Contractor.
- 4.7 **Subcontractor Management:** The Contractor shall obtain prior written approval from the County before engaging any subcontractors to provide services herein as specified in this Agreement. The Contractor shall be fully responsible for the performance, actions, and compliance of any subcontractors with the terms of this Agreement.

5. COMPENSATION AND PAYMENT TERMS

- 5.1 **Compensation:** The County shall compensate the Contractor for Services rendered under this Agreement in accordance with the rates and fee schedule attached hereto as “Exhibit B.” The fee schedule shall include hourly rates for personnel, reimbursable expenses, and other applicable charges. The rates set forth in the fee schedule shall not be increased by more than 3% annually in any single adjustment and may only be updated as deemed necessary with prior approval by the Lyon County Board of Commissioners. Any proposed changes to the fee schedule must be submitted in writing and supported by appropriate documentation justifying the adjustment. No adjustments to the fee schedule shall be effective without formal approval by the Board of Commissioners.
- 5.2 **Invoicing:** Contractor shall submit detailed invoices to the County on a monthly basis. Each invoice shall specify the Services performed, personnel involved, hours worked, and any reimbursable expenses incurred, along with supporting documentation.
- 5.3 **Payment Terms:** The County shall make payment to the Contractor within thirty (30) days of receipt and approval of a complete and accurate invoice. Any disputed amounts shall be resolved promptly, and undisputed amounts shall be paid within the specified timeframe.

6. PERFORMANCE STANDARDS

- 6.1 **Standard of Care:** The Contractor shall perform the Services with the degree of skill, care, and diligence consistent with industry standards for similar professional services.
- 6.2 **Compliance with Laws:** The Contractor shall comply with all applicable federal, state, and local laws, regulations, ordinances, and codes in the performance of the Services.
- 6.3 **Personnel Qualifications:** The Contractor shall assign qualified and appropriately licensed personnel to perform the Services under this Agreement.
- 6.4 **Timeliness and Deliverable Requirements:** The Contractor shall complete all reviews and submittals within thirty (30) calendar days, unless a different timeframe is expressly stated and approved in writing by the County or in a Task Order signed by the County.
- 6.5 **Withholding of Payments:** The County reserves the right to withhold payment, in whole or in part, for any services or deliverables that are not completed within the designated timeframes or that fail to meet the standards or requirements set forth in this Agreement or applicable Task Orders. Payments may also be withheld if services rendered are found to be incomplete, noncompliant with applicable laws, regulations, or specifications, or otherwise unacceptable. The Contractor shall have no claim for interest or penalties on any withheld

payments, and payments shall only be released once deficiencies have been corrected to the satisfaction of the County.

7. AMENDMENTS TO THE CONTRACT

The County reserves the right to amend this Contract, either due to changes in applicable federal, state, or local laws, ordinances, regulations, or policies, or for any other reason as mutually agreed upon by the Parties. Any such amendments shall be made in writing, signed by both parties, and incorporated into this Agreement.

7.1 Ordinance-Driven Amendments:

- 7.1.i If changes to County ordinances, policies, or applicable laws require modifications to this Contract, the County shall provide written notice to the Contractor outlining the necessary amendments. The Contractor shall cooperate fully and in good faith to implement these amendments within a reasonable timeframe.
- 7.1.ii The Contractor shall review and accept such amendments promptly, and such amendments shall be deemed an integral part of this Agreement once executed by both parties.

7.2 Non-Ordinance-Driven Amendments:

- 7.2.i In addition to amendments due to ordinance or law changes, the County may also amend this Contract for reasons not related to changes in laws or ordinances. Such amendments may include, but are not limited to, adjustments in scope, fee schedule, or other aspects of the services provided under this Agreement, as the County may deem necessary in its discretion.
- 7.2.ii Any non-ordinance-driven amendment shall be made in writing, and the Contractor shall review and accept such amendments within a reasonable period as designated by the County.

7.3 Scope Adjustments Due to Amendments:

- 7.3.i Any amendments, whether ordinance-driven or otherwise, that necessitate adjustments to the scope of services, shall be clearly outlined in a written amendment to the Agreement. Such amendments may require modifications to the services to be provided, the project timeline, or compensation, as appropriate.

- 7.3.ii The Contractor shall perform any additional work or modifications to the scope as directed by the County under the amended terms, with compensation for such work to be agreed upon in writing by both parties before work begins, unless the amendment is necessitated by ordinance changes and is within the original scope of services.

7.4 Preservation of County Authority:

- 7.4.i The County retains the right to amend this Agreement to ensure compliance with its ordinances, resolutions, policies, or as part of its ongoing management and oversight of services provided. This right to amend is exercised at the sole discretion of the County, provided such amendments do not materially alter the Contractor's vested rights under this Agreement.
- 7.4.ii The County may also amend the terms of this Agreement without notice of ordinance or law change if it is necessary to modify the terms for operational, administrative, or other justifiable reasons.

7.5 Notice and Execution:

- 7.5.i Amendments required by ordinance changes or other reasons shall become effective upon execution by the County and acknowledgment by the Contractor.
 - 7.5.ii If the Contractor fails to accept or acknowledge a required amendment within a reasonable timeframe as specified by the County, the County may elect to terminate the Contract for cause or exercise other remedies provided by law or this Agreement.
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8. INSURANCE REQUIREMENTS

8.1 General Requirements:

- 8.1.i The County requires that Contractor purchase Industrial Insurance, General Liability, and Contractor's Errors and Omissions Liability Insurance as described below against

claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subconsultants. The cost of such insurance shall be borne by Contractor unless otherwise agreed.

8.2 Industrial Insurance (Workers' Compensation & Employer's Liability):

- 8.2.i It is understood and agreed that there shall be no Industrial Insurance coverage provided for Contractor or any Subconsultant by the County and in view of NRS 616B.627 and 617.210 requiring that Contractor complies with the provisions of Chapters 616A to 616D, inclusive and 617 of NRS, Contractor shall, before commencing work under the provision of this Agreement, furnish to the County a certificate of insurance from the Worker's Compensation Insurer certifying that the Contractor and each Subconsultant have complied with the provisions of the Nevada Industrial Insurance Act, by providing coverage for each and every employee, subconsultants, and independent contractors. Should the Contractor be self-insured for Industrial Insurance, the Contractor shall so notify the County and County may approve in writing of such self-insurance prior to the signing of a Contract. The County reserves the right to accept or reject a self-insured Contractor and to approve the amount(s) of any self-insured retentions. The Contractor agrees that the County is entitled to obtain additional documentation, financial or otherwise, for review prior to entering into a Contract with the Contractor.
- 8.2.ii Consultant waives all rights against County and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers' compensation insurance or commercial umbrella insurance obtained by Contractor pursuant to this Agreement. Consultant shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

8.3 Minimum Scope of Liability Insurance - Coverage shall be at least as broad as:

- 8.3.i Commercial General Liability at least as broad as Insurance Services Office Commercial General Liability Coverage "occurrence" form CG 00 01 04 13 and ISO CG 20 37 04 13, or equivalent forms. The Comprehensive General Liability Coverage shall include, but is not limited to, liability coverage arising from premises, operations, independent contractors, products and completed operations, personal and advertising, injury, blanket contractual liability and broad form property damage. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability under a contract. Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Agreement. The Insurer shall endorse the CGL policy as required to waive subrogation against County with respect to any loss paid under the policy.

8.3.ii The Contractor shall maintain limits of no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate, and \$2,000,000 products and completed operations aggregate.

8.3.iii Automobile Coverage at least as broad as Insurance Services Office Business Auto Coverage form CA OO 01, CA 00 05, CA 00 25 or an equivalent form covering Automobile Liability Symbol 1 "Any Auto". In lieu of a separate Business Auto Liability Policy, the County may agree to accept Auto Liability covered in the General Liability Policy, if nonowned and hired auto liability are included.

The Contractor shall maintain limits of no less than \$1,000,000 or the amount customarily carried by the Contractor, whichever is greater, combined single limit per accident for bodily injury and property damage. No aggregate limit may apply.

Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the automobile liability or other liability insurance obtained by Contractor pursuant to this Agreement.

8.3.iv Professional Errors and Omissions Liability applying to all activities performed under this Agreement in a form acceptable to County. Contractor will maintain professional liability insurance during the term of this Agreement and for a period of six (6) years from the date of substantial completion of the Agreement unless waived by the County. In the event the Contractor goes out of business during the term of this Agreement or the five (5) year period described above, Contractor shall purchase Extended Reporting coverage for claims arising out of Contractor's negligence acts, errors and omissions committed during the term of the Professional Liability Policy.

The Contractor shall maintain professional liability insurance for all services performed under this Agreement with limits of no less than \$1,000,000 and \$2,000,000 in the aggregate.

8.4 Deductibles or Self-Insured Retentions:

8.4.i Contractor's deductibles are \$10,000, except for Professional Liability insurance, which has a \$100,000 deductible. The County reserves the right to request additional documentation, financial or otherwise prior to giving its approval of the deductibles or self-insured retention. Any changes to the deductible or self-insured retention made during the term of this Agreement or during the term of any policy, must be approved by the Lyon County Risk Manager.

8.5 Other Insurance Provisions:

8.5.i The County, its officers, officials and employees are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor including the insured's general supervision of the Contractor; products and completed operations of the Contractor; or premises owned, occupied or used by the Contractor.

The coverage shall contain no special limitations on the scope of protection afforded to the Contractor, its officers, officials or employees.

- 8.5.ii The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, and employees. Any insurance or self-insurance maintained by the County, its officers, officials or employees shall be excess of the Contractor's insurance and shall not contribute with it in any way.
- 8.5.iii Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, or employees.
- 8.5.iv Each liability insurance policy, except for professional liability, shall contain a waiver of subrogation in favor County.
- 8.5.v The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 8.5.vi Endorsements for General Liability, Auto, and Excess/Umbrella Liability listing all additional insureds are required. The endorsement for Excess/Umbrella Liability can be accomplished by the Contractor's production of a letter from the insurance company stating that Excess/Umbrella Liability will "follow form."
- 8.5.vii The Contractor's insurance coverage shall be endorsed to state that coverage shall not be canceled or non-renewed by either party, except after at least thirty (30) days prior written notice for reasons other than non-payment of premium and at least ten (10) days for non- payment of premium mail has been given to the County. Contractor shall notify County if its insurance is reduced in coverage or in limits.

8.6 Acceptability of Insurers:

- 8.6.i Insurance is to be placed with an A.M. Best and Company rating level of A - Class V or better authorized to do business in the State of Nevada or eligible surplus lines under federal and Nevada law and having agents in Nevada upon whom service of process may be made, or insurance providers otherwise approved in writing by the County in its sole discretion. County reserves the right to require that Contractor's insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted lists.

8.7 Verification of Coverage:

- 8.7.i The Contractor shall provide the County with certificates of insurance evidencing the required coverage prior to commencing work under this Agreement attached as "**Exhibit C,**" including but not limited to the Certificate of Compliance in NRS

616B.627 and with original endorsements affecting coverage required by this article. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and must be countersigned by a duly appointed and licensed agent in this state. All approved deductibles and self-insured retentions shall be shown on the certificate. The certificates are to be on forms approved by the County. All certificate and endorsements are to be received and approved by the County before work commences.

8.8 Subconsultants:

- 8.8.i Contractor shall require all subconsultants to be insured on their own or under its policies and shall furnish separate certificates and endorsement for each subconsultant attached within **“Exhibit C.”** Coverages for subconsultants shall be subjected to all of the requirements stated herein unless otherwise modified by either the Lyon County Risk Manager or County Attorney.

8.9 MISCELLANEOUS CONDITIONS

- 8.9.i If the Contractor or any Subconsultant fails to maintain any of the insurance coverages required, the County may terminate this Agreement for cause.
- 8.9.ii Nothing herein contained shall be construed as limiting in any way to the extent to which the Contractor may be held responsible for payment for damages to persons or property resulting from her operations or the operations of any subconsultant under her.
- 8.9.iii If Contractor’s failure to maintain the required insurance coverage results in a breach of this Agreement, County may purchase the required coverage, and without further notice to Contractor, deduct from sums due to Contractor any premium cost advanced by County for such insurance.

9. INDEMNIFICATION

- 9.1 To the fullest extent permitted by NRS 338.155, the Contractor shall indemnify, defend, and hold harmless the County, its officers, agents, and employees from and against any and all claims, demands, actions, losses, damages, liabilities, costs, and expenses, including reimbursement of reasonable attorneys’ fees, to the extent caused by the negligent acts, errors, omissions, recklessness or intentional misconduct of the Contractor or employees or agents of the Contractor in the performance of this Agreement and/or any breach of any part of this Agreement by anyone or entity for which Contractor is responsible.
- 9.2 Contractor assumes no liability for the negligence or willful misconduct extending from the County or other consultants.

9.3 These provisions shall survive termination of this agreement and shall be binding upon Contractor, their legal representatives, heirs, successors, and permitted assigns.

9.4 Mutual Waiver: To the fullest extent permitted by Law, County and Consultant waive against each other and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods or services, and cost of capital.

10. CONFIDENTIALITY

10.1 The Contractor agrees to maintain the confidentiality of all non-public information received from the County and shall not disclose such information to any third party without the prior written consent of the County, unless required by law.

10.2 Pursuant to Chapter 239 of the Nevada Revised Statutes, information or documents received from Contractor may be open to public inspection and copying. County will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Contractor may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 332.061, provided that Contractor thereby agrees to indemnify and defend County for honoring such a designation. The failure to so label any document that is released by County shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

11. TERMINATION

11.1 The County may request termination of this Agreement, in whole or in part, without cause, by providing thirty (30) days' prior written notice to the other Party. Notwithstanding the foregoing, such termination shall not be effective unless and until it has been approved by the Lyon County Board of Commissioners.

11.2 The County may terminate this Agreement immediately if the Contractor materially breaches any provision of this Agreement and fails to cure such breach within ten (10) days of written notice.

11.3 In the event the Agreement is terminated by County for cause, including, but not limited to, performance reasonably deemed to be defective by County or Contractor's failure to perform, or other cause created by Contractor, County may withhold and offset against any payments

otherwise due and/or seek recovery from Contractor for amounts already paid, including without limitation: amounts paid for defective work or work not done in accordance with this Agreement; any increase in cost resulting from the problem or work; and any other reasonable costs which result from such termination. but only to the extent directly caused by Contractor's negligence. Subject to the terms herein, Contractor will be paid for services performed prior to termination.

11.4 Contractor expressly agrees that this Agreement shall be terminated immediately if for any reason local, federal and/or State Legislature funding necessary to satisfy this Agreement is withdrawn, limited, or impaired.

11.5 In the event of termination, the Contractor shall be compensated for Services performed up to the effective date of termination.

12. DISPUTE RESOLUTION

12.1 The Parties hereby agree to make good faith efforts to resolve any disputes arising under this Agreement through amicable negotiations. In the event that the Parties are unable to reach a resolution through such negotiations, they shall submit the dispute to mediation. Notwithstanding the foregoing, the Lyon County Board of Commissioners shall retain sole and exclusive authority to determine whether mediation is appropriate in any given circumstance. The Parties acknowledge that no formal litigation may be initiated unless and until the Lyon County Board of Commissioners has exercised its discretion and determined that mediation is either not feasible or has failed to resolve the dispute.

13. GENERAL PROVISIONS

13.1 **Entire Agreement:** This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements, representations, and understandings.

13.2 **Amendments:** Any modification or amendment to this Agreement must be in writing and signed by both Parties.

13.3 **Assignment:** Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party.

13.4 **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

13.5 **Notices:** All notices required under this Agreement shall be in writing and sent to the addresses specified above or to such other addresses as the Parties may designate in writing.

IN WITNESS WHEREOF, COUNTY has caused this Agreement to be executed by the LYON COUNTY and CONTRACTOR have caused this Agreement to be executed, all as of the day and year first above written.

DOWL, LLC

By: **Gregory Lyman**
Greg Lyman, P.E., DO

Digitally signed by Gregory Lyman
DN: C=US, E=glyman@dowl.com,
CN=Gregory Lyman
Reason: I have reviewed this
document
Date: 2025.03.31 09:39:35-07'00'

LYON COUNTY

ATTEST:

By: _____
SCOTT KELLER, Chairman
Lyon County Board of County Commissioners

By: _____
Staci Lindberg, Lyon County Clerk
By: Deputy Clerk

APPROVED AS TO FORM:

By: _____

Lyon County District Attorney

Exhibit A: Task Order Template



DOWL Project No.: 7363.30540.00

TASK ORDER

Task Order No.: 1

Issued under the authority of Professional Services Master Task Order Agreement dated: January 15, 2025

Task Order Title: On call professional services

Effective Date: January 15, 2025

This Task Order is issued under the provisions of the above Professional Services Master Task Order Agreement dated January 20, 2025 between (Lyon County, Nevada) (CLIENT) and **DOWL (DOWL)**.

The following representatives have been designated for the work performed under this Task Order:

CLIENT: Andrew Haskin

DOWL: Danny Sommers

SCOPE OF WORK: (attach additional sheet(s) as required)

Provide on-call professional services

COMPENSATION:

DOWL shall be reimbursed on a Time and Materials basis. DOWL shall invoice no more often than monthly for services provided in the prior month.

The provisions of the Professional Services Master Task Order Agreement and any Special Terms and Conditions and/or Exhibits or Attachments to this Task Order shall govern the Work.

IN WITNESS WHEREOF: Persons authorized to commit the resources of the Parties have executed this Task Order and this Task Order may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document:

Lyon County, Nevada

By: _____

Title: _____

Date: _____

DOWL

By: [Signature]

Title: Senior Project Manager

Date: 1/16/25

Fed. ID. No. 92-0166301



Exhibit A – DOWL’s Services for Task Order

Task Order No.: 1

Task Order Title: On-Call Professional Services

Issued under the authority of Professional Services Master Task Order Agreement

Number: 7363.30540.00

On-call services may include but will not be limited to:

1. Site Improvement Plan Review:

Review and evaluate engineering plans and specifications for site improvement including:

Grading, drainage, utilities, roadways, access and other infrastructure elements prepared for developments, including, but not limited to subdivision maps, parcel maps, divisions of land into large parcels, building permits, civil improvement plans, conditional use permits, etc.

Ensure site improvements plans, engineering studies, and other related documents for the development of property within Lyon County comply with county, state, and federal regulations, standards, and best practices.

Provide written comments and recommendations to developers, owners, and county staff.

2. Regulatory Compliance:

Verify proposed development projects comply with applicable local, state, and federal regulations. Assist with the interpretation and application of zoning ordinances, land use regulations, and building codes as directed by Lyon County Staff.

Ensure adherence to environmental regulations and stormwater management requirements.

3. Infrastructure and Utility Review:

Assess the adequacy of the existing infrastructure and proposed improvements, including water, sewer, stormwater, and transportation infrastructure. The firm shall have knowledge and experience in analyzing the adequacy of the infrastructure using the utility department's water and sewer models. The County's water model runs in Autodesk Infowater Pro in ArcGIS interface and the sewer model in InfoSWMM by Innovyze.

Verify utility design meets county, state, and federal standards and specifications. Coordinate with utility providers and other relevant agencies to ensure development projects remain in compliance with the utility and relevant agency regulations.

4. Technical Support and Consultation:

Provide technical expertise and support to county staff and officials.

Attend meetings with developers, contractors, and stakeholders as directed by Lyon County Staff.

Offer guidance on best practices and innovative solutions for site development.

5. Flood Plain Management:

Act as and in assistance to Lyon County designated Flood Plain Administrator or designee to develop and review flood management procedures, documents, and guidelines

Provide recommendations for flood mitigation measures and strategies.



Review and approve floodplain development permits as directed by Lyon County staff.

Review and approve elevation certificates as directed by Lyon County Staff.

6. Inspection Services:

Conduct weekly site observation to verify construction methods and materials comply with approved plans and specifications.

Provide quality assurance and observation of the following activities: grading, drainage, site improvements, access, and roadway components of developments, including, but not limited to, subdivision maps, parcel maps, divisions of land into large parcels, building permits, improvements plans, etc.

Provide geotechnical/material testing and analysis services for development improvements.

Geotechnical/materials testing and analysis services for grading, drainage, site improvements, access, and roadway components of developments, including but not limited to subdivision maps, parcel maps, divisions of land into large parcels, building permits, improvements plans, etc.

7. Survey Services:

Act as on-call Surveyor for review of surveying components of calculations, maps, plans, and appurtenant documents for developments, including, but not limited to subdivision maps, parcel maps, division of and into large parcels, boundary line adjustments, reversion to acreage, building permits, civil improvement plans, etc.

Provide professional surveyor and consulting services as directed by Lyon County Staff.

8. Coordination with County Departments:

Work closely with Lyon County Utilities, Lyon County Roads, Lyon County Community Development, and other related Lyon County agencies/departments to ensure cohesive and comprehensive reviews.

Attend meetings with Lyon County staff, developers, and other stakeholders as directed by Lyon County Staff.

9. Project Management Support:

Assist in project management tasks including schedule development, progress tracking, and reporting.

10. Provide GIS Services

Services could include, but are not limited to:

GIS technical support to the Assessor's office GIS team

GIS support for the county's GIS Enterprise server, create, publish, and maintain web-based map and applications.

GIS updates to all GIS layers except for Assessor's office owned data.

Create map figures/runbooks, support field data acquisition

GIS analysis and reports.

Support 3rd party software that utilizes GIS information, support dispatch addressing through GIS information,



and generate data requests, data conversions, and quotes for requests.

Exhibit B: Compensation Schedule

[Include detailed fee schedules, hourly rates, and reimbursable expenses.]



NEVADA FEE SCHEDULE

Personnel Billing Rates

Personnel are identified on our invoices by name and/or labor category.

Description	Rate	Description	Rate
Accounting Manager	\$185	Engineer IX	\$250
Accounting Technician	\$120	Engineer X	\$265
Administrative Assistant	\$95	Engineering Technician I	\$100
Administrative Manager	\$125	Engineering Technician II	\$115
Biologist I	\$130	Engineering Technician III	\$125
Biologist II	\$140	Engineering Technician IV	\$140
Biologist III	\$150	Engineering Technician V	\$155
Biologist IV	\$160	Engineering Technician VI	\$175
Biologist V	\$205	Environmental Specialist I	\$120
CAD Drafter I	\$105	Environmental Specialist II	\$135
CAD Drafter II	\$120	Environmental Specialist III	\$140
CAD Drafter III	\$130	Environmental Specialist IV	\$150
CAD Drafter IV	\$140	Environmental Specialist V	\$155
CAD Drafter V	\$150	Environmental Specialist VI	\$190
Senior CAD Drafter	\$170	Environmental Specialist VII	\$210
Civil and Transportation Designer	\$135	Environmental Specialist VIII	\$225
Senior Civil and Transportation Designer	\$170	Environmental Specialist IX	\$245
Contract Administrator I	\$160	Environmental Specialist X	\$265
Contract Administrator II	\$185	Field Project Representative I	\$130
Corporate Development Manager	\$230	Field Project Representative II	\$145
Cultural Resources Specialist I	\$120	Field Project Representative III	\$155
Cultural Resources Specialist II	\$140	Field Project Representative IV	\$170
Cultural Resources Specialist III	\$145	Field Project Representative V	\$210
Cultural Resources Specialist IV	\$180	Geologist I	\$135
Cultural Resources Specialist V	\$195	Geologist II	\$145
Document Production Supervisor	\$150	Geologist III	\$155
Engineer I	\$130	Geologist IV	\$175
Engineer II	\$140	Geologist V	\$205
Engineer III	\$155	GIS Coordinator	\$175
Engineer IV	\$175	GIS Manager	\$185
Engineer V	\$195	GIS Specialist	\$145
Engineer VI	\$205	GIS Technician	\$110
Engineer VII	\$215	Graphics Designer	\$130
Engineer VIII	\$225	Senior Graphics Designer	\$165



Description	Rate	Description	Rate
Hydrogeologist I	\$140	Professional Land Surveyor IV	\$150
Hydrogeologist II	\$165	Professional Land Surveyor V	\$160
Hydrogeologist III	\$195	Professional Land Surveyor VI	\$165
Sr. Hydrogeologist	\$225	Professional Land Surveyor VII	\$175
Intern I	\$85	Professional Land Surveyor VIII	\$185
Intern II	\$105	Professional Land Surveyor IX	\$210
Laboratory Manager	\$125	Professional Land Surveyor X	\$220
Laboratory Supervisor	\$105	Professional Land Surveyor XI	\$255
Landscape Architect I	\$130	Project Administrator	\$135
Landscape Architect II	\$145	Project Assistant I	\$115
Landscape Architect III	\$160	Project Assistant II	\$130
Landscape Architect IV	\$175	Project Controller	\$165
Landscape Architect V	\$190	Senior Project Controller	\$185
Landscape Architect VI	\$200	Project Manager I	\$160
Landscape Architect VII	\$210	Project Manager II	\$175
Landscape Designer I	\$95	Project Manager III	\$190
Landscape Designer II	\$115	Project Manager IV	\$205
Marketing Assistant	\$105	Project Manager V	\$220
Marketing Coordinator	\$135	Project Manager VI	\$235
Marketing & Administrative Manager	\$225	Project Manager VII	\$250
Materials Technician I	\$95	Proposal Manager	\$140
Materials Technician II	\$105	Senior Proposal Manager	\$210
Lead Materials Technician	\$115	Public Involvement Assistant	\$115
Senior Materials Technician	\$125	Public Involvement Coordinator	\$155
Materials Manager	\$130	Public Involvement Planner	\$135
Planner I	\$120	Public Involvement Program Manager	\$200
Planner II	\$145	Real Estate Services Manager	\$180
Planner III	\$160	Right of Way Agent I	\$125
Planner IV	\$175	Right of Way Agent II	\$140
Planner V	\$190	Right of Way Agent III	\$155
Planner VI	\$200	Right of Way Agent IV	\$170
Planner VII	\$210	Right of Way Agent V	\$185
Planner VIII	\$225	Right of Way Agent VI	\$215
Planner IX	\$240	Right of Way Assistant	\$115
Planner X	\$280	Risk Manager	\$200
Planning Technician	\$110	Senior Manager I	\$240
Professional Land Surveyor I	\$120	Senior Manager II	\$260
Professional Land Surveyor II	\$130	Senior Manager III	\$270
Professional Land Surveyor III	\$140	Senior Manager IV	\$295



Description	Rate	Description	Rate
Senior Manager V	\$315	Survey Technician -- Supervisor	\$155
Senior Manager VI	\$335	Systems Administrator	\$155
Survey Technician I	\$90	Technical Coordinator	\$180
Survey Technician II	\$95	Utility Operator	\$145
Survey Technician III	\$100	Water Resource Specialist	\$195
Survey Technician IV	\$115	Water Rights Specialist I	\$160
Survey Technician IX	\$170	Water Rights Specialist II	\$190
Survey Technician V	\$120	Water Rights Specialist III	\$220
Survey Technician VI	\$130	Water Rights Technician I	\$105
Survey Technician VII	\$145	Water Rights Technician II	\$115
Survey Technician VIII	\$160	Water Rights Technician III	\$125

Survey Crews

One-Person Survey Crew	=	\$160 / hour
One-Person Survey Crew GPS/Robotics	=	\$180 / hour
Two-Person Survey Crew	=	\$240 / hour
Two-Person Survey Crew (PLS + LSIT)	=	\$280 / hour
Two-Person Survey Crew GPS/Robotics	=	\$255 / hour
Three-Person Survey Crew	=	\$350 / hour

Travel, Mileage, and Miscellaneous

Lodging	=	Cost per night
Airfare	=	Cost
Vehicle Usage – Passenger Cars	=	\$1.10/mile
Vehicle Usage – Trucks & SUV's	=	\$1.30/mile
Printing/Supplies/Phone/Fax/Postage	=	Note 3
In-House Usage Charges	=	Note 4

Per Diem

Unless otherwise specified contractually, per diem will be billed when travel is more than 50 miles from the office during a meal allowance period of three or more consecutive hours or involves an overnight stay. The three meal allowance periods are breakfast (midnight to 10:00 a.m.), lunch (10:00 a.m.-3:00 p.m.), and dinner (3:00 p.m. to midnight).

	Breakfast	Lunch	Dinner	Incidentals	1 st and Last Day	Per Diem Rate
Elko	\$13.00	\$15.00	\$26.00	\$5.00	\$44.25	\$59.00
Reno	\$16.00	\$17.00	\$31.00	\$5.00	\$51.75	\$69.00

For all other cities not listed above and meal breakdown, use the following link: <https://www.gsa.gov/travel/plan-book/per-diem-rates>



Notes

1. DOWL's Professional Services Fee Schedule is subject to adjustment each year or at the end of a contract period, whichever is appropriate. Should adjustments be anticipated or required, such adjustments will not affect existing contracts without prior agreement between Client and DOWL.
2. Straight-time rates are given. Multiply by 1.5 for overtime rates. Overtime rates will be applied at the rate prescribed by applicable state law.
3. Direct reimbursable expenses such as travel, freight, subcontractors, and request beyond those requests considered reasonable by the project manager for phone/fax/postage, office supplies, reproduction and photography, and laboratory analysis will be billed at cost plus the negotiated markup.
4. In-house equipment usage charges or specialized software/equipment that are not separately stated on the fee schedule will be negotiated at rates deemed fair and reasonable.
5. Late charges will be assessed on the unpaid balance of all accounts not paid within 30 days of the billing date, at a rate of 1.0 percent per month (12% per year).

Exhibit C: Insurance Documentation

Terra Insurance Company
(A Risk Retention Group)
Two Fifer Avenue, Suite 100
Corte Madera, CA 94925



DATE

03/28/25

CERTIFICATE OF INSURANCE

CERTIFICATE HOLDER

Lyon County
27 S. Main Street
Yerington, NV 89447

This certifies that the "claims made" insurance policy (described below by policy number) written on forms in use by the Company has been issued. This certificate is not a policy or a binder of insurance and is issued as a matter of information only, and confers no rights upon the certificate holder. This certificate does not alter, amend or extend the coverage afforded by this policy.

The policy of insurance listed below has been issued to the insured named below 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 policy described herein is subject to all the terms, exclusions and conditions of such policy. Aggregate limits shown may have been reduced by paid claims.

TYPE OF INSURANCE Professional Liability

POLICY NUMBER
225089

EFFECTIVE DATE
01/01/25

EXPIRATION DATE
12/31/25

LIMITS OF LIABILITY \$1,000,000 EACH CLAIM
\$2,000,000 ANNUAL AGGREGATE

PROJECT DESCRIPTION

DOWL Project Number: TBD
DOWL Project Name: Lyon County MSA
Client's Project Number: TBD

CANCELLATION: If the described policy is cancelled by the Company before its expiration date, the Company will mail written notice to the certificate holder thirty (30) days in advance, or ten (10) days in advance for non-payment of premium. If the described policy is cancelled by the insured before its expiration date, the Company will mail written notice to the certificate holder within thirty (30) days of the notice to the Company from the insured.

NAME AND ADDRESS OF INSURED

DOWL, LLC operating as DOWL
DOWL
15325 SE 30th Place, Suite 300
Bellevue, WA 98007

ISSUING COMPANY:

TERRA INSURANCE COMPANY
(A Risk Retention Group)

A handwritten signature in blue ink, appearing to read "David C. Cook", is written over a horizontal line.

President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/28/2025

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 IMA, Inc. - Wichita PO Box 2992 Wichita KS 67201	CONTACT NAME: PHONE (A/C, No, Ext): 316-267-9221 FAX (A/C, No): 316-266-6254 E-MAIL ADDRESS:
INSURED DOWL, LLC 15325 SE 30th PL, Suite 300 Bellevue, WA 98008	INSURER(S) AFFORDING COVERAGE INSURER A: The Charter Oak Fire Insurance Company INSURER B: The Travelers Indemnity Company INSURER C: The Phoenix Insurance Company INSURER D: INSURER E: INSURER F:

License#: PC-1210733
DOWLLC-01**COVERAGES****CERTIFICATE NUMBER:** 2044535703**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	P6305W324780COF24	5/1/2024	5/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	8105W3264352443G	5/1/2024	5/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	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"/>	Y	UB5W3306692443G	5/1/2024	5/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Project Name: Lyon County MSA.

The Lyon County, its officers, officials and employees are included as Additional Insured on the General Liability and Automobile Liability Policies, if required by written contract or agreement, subject to the policy terms and conditions. This Insurance is Primary & Non-Contributory on the General Liability and Automobile Liability Policies, if required by written contract or agreement, subject to the policy terms and conditions. A Waiver of Subrogation is provided in favor of Certificate Holder and all other parties required by the contract on the General Liability, Automobile Liability and Workers Compensation Policies, if required by written contract or agreement, subject to the policy terms and conditions. General Liability, Automobile Liability and Workers Compensation Coverages includes 30 day notice of cancellation, subject to the terms and conditions of the policy.

CERTIFICATE HOLDER**CANCELLATION**Lyon County
27 S. Main Street
Yerington NV 89447

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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territories and possessions, Puerto Rico and Canada.

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

- (4) 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 EFFECTS

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

Personal Effects

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

- (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 Effects 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 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.

POLICY NUMBER: UB5W3306692443G

NOTICE OF CANCELLATION TO DESIGNATED PERSONS OR ORGANIZATIONS

The following is added to PART SIX – CONDITIONS :

Notice Of Cancellation To Designated Persons Or Organizations

If we cancel this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation.

SCHEDULE

Name and Address of Designated Persons or Organizations:	Number of Days Notice
"ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF: 1. YOU SEE TO IT THAT WE RECEIVE A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND 2.WE RECEIVE SUCH A WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT." "THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US."	30



All other terms and conditions of this policy remain unchanged.

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
Insured

Policy No.

Endorsement No.
Premium \$

Insurance Company

Countersigned by _____

DATE OF ISSUE:

ST ASSIGN:

Page 1 of 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

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

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, 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 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 the first named insured when the written contract or agreement between you and that person or organization, 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.

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.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00) -

POLICY NUMBER: UB5W3306692443G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

SCHEDULE

DESIGNATED PERSON:

Any Person or Organization for which the Insured has agreed by written contract executed prior to loss to furnish this waiver

DESIGNATED ORGANIZATION:

DATE OF ISSUE: - -

ST ASSIGN:

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; 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.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

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, and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

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

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

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 written 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 signing of that contract or agreement.

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

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

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.

- | | |
|---|---|
| A. BROAD FORM NAMED INSURED | H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO | J. PERSONAL EFFECTS |
| D. EMPLOYEES AS INSURED | K. AIRBAGS |
| E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS |
| F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS | M. BLANKET WAIVER OF SUBROGATION |
| G. WAIVER OF DEDUCTIBLE – GLASS | N. UNINTENTIONAL ERRORS OR OMISSIONS |

PROVISIONS

A. BROAD FORM NAMED INSURED

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

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, 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 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".

C. EMPLOYEE HIRED AUTO

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

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "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:

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

30

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION OR NONRENEWAL
PROVIDED BY US**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice: 60

WHEN WE DO NOT RENEW (Nonrenewal):

Number of Days Notice: 10

PROVISIONS

A. If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

B. If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional 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" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. 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 the additional insured, the additional insured must:
 - i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. The additional insured must 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.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

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

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.