

B L L L TO

Truckee Meadows Water Authority Accounts Payable PO Box 30013 Reno NV 89520-3013

Delivery must be made within doors of specified destination.

**Purchase Order** 

7/16/2018

PO-003819

PO Accounting Date:

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

V E N D O R

West Coast Paving Inc 2375 East 4th Street Reno NV 89512

Truckee Meadows Water Authority 1355 Capital Blvd Reno NV 89502

Purchase

Order#

12					<b>P</b>					
	Reques	ster Contact Name	Requester Contact Phone Number					Vendor Number 000211		
Date Ordered Date Requested				000211						
		6/30/2019			Freight Meth	ou/Terms				
1	7/16/2018	l	1 01	LION	L 2.67			E : 1 1 6 1		
	**FY18-19 - Aspha NRS 332 Public Bi 3028-033 - Term o 6/30/19 with Four ( Optional Rnewals - Responsive and R (Cont - NRS 332 P 1-7050-13-1342 - F	escription/Part No.  alt Patching Program Bid - id- TMWA Bid No.  of Award Current through (4) Additional One-Year - Awarded to Lowest esponsible Bidder Public Bid) Requester B Smith	Qty 94125.00	UOM	Unit Price	Discount A	Amount	Extended Price \$94,125.00		
	Contract Gervices		34123.00	usd	1.00			ф <del>оч</del> , 120.00		
	Mark For General									

Truckee Meadows Water Authority's Terms and Conditions shall govern this and all related transactions, review them at http://tmwa.com/docs/po\_terms\_and\_conditions.doc

This Purchase Order number must be indicated on all invoices, cartons and packing slips.

\$94,125.00

#### AGREEMENT FOR SERVICES

(NRS 332 Service Providers)

of \_\_\_\_\_\_, 2018, by and between West Coast Paving, Inc., P.O. Box 19102, Reno, Nevada 89511 (hereinafter referred to as "Contractor") and Truckee Meadows Water Authority (hereinafter referred to as "TMWA").

#### RECITALS

WHEREAS, TMWA is authorized to engage the services of persons as independent contractor pursuant to NRS Chapter 332; and

**WHEREAS**, Contractor has represented it is duly qualified and licensed in the State of Nevada and Washoe County for the purposes of performing the Scope of Work herein;

**WHEREAS**, TMWA wishes to retain Contractor to perform certain services for TMWA and Contractor is willing to perform these services in accordance with the terms and provisions of this Agreement

1. <u>DEFINITIONS</u>. "TMWA" means the Truckee Meadows Water Authority, its directors, officers, employees and immune contractors (other than Contractor) as defined in NRS 41.0307.

#### 2. SCOPE OF WORK

- 2.1. <u>Description of Work.</u> Contractor shall provide and perform the services set forth in the <u>Scope of Work</u> and Technical Specifications attached hereto as <u>Attachment "A"</u> and incorporated herein by reference for and on behalf of TMWA (collectively the "<u>Services</u>") during the term of the Agreement.
- 2.2. <u>Competence to Perform Services</u>. Contractor represents that it and/or the persons it may employ possess all skills and training necessary to perform the Services described herein and required hereunder. Contractor shall perform the Services faithfully, diligently, in a timely and professional manner, and to the best of its ability, and in such a manner as is customarily performed by a person who is in the business of providing such services in similar circumstances. Contractor represents that neither the execution and delivery of this Agreement, nor the rendering of services by the Contractor hereunder, will violate the provisions of, or constitute a default under, any other contract or agreement to which the Contractor is a party or by which the Contractor is bound, or which would preclude the Contractor from performing the services required of the Contractor hereunder, or which would impose any liability or obligation upon TMWA for accepting such services. Contractor shall be responsible for the professional quality and technical accuracy of all Services furnished by Contractor to TMWA.

- 2.3 <u>Time of Completion</u>. This contract continues until either party gives notice as provided for in Section 6 of this Agreement.
- 2.4 Permits and Regulations. Before commencing with the performance of any work under this Agreement, the Contractor shall obtain all necessary permits and licenses as may be necessary. Before and during the progress of work under this Agreement, the Contractor shall give all notice and comply with all the laws, ordinances, rules and regulations of every kind and nature now or hereafter in effect promulgated by any Federal, State, County, or other Governmental Authority, relating to the performance of work under this Agreement. If the Contractor performs any work that is contrary to any such law, ordinance, rule or regulation, he shall bear all the costs arising therefrom. Contractor agrees to obtain all appropriate business licenses and provide a copy to TMWA prior to commencing work.

#### 3. TMWA RESPONSIBILITIES. TMWA shall:

- a. Make available to the Contractor all technical data that is in TMWA's possession, reasonably required by the Contractor relating to the Contractor's Services.
- b. Provide access to and make all provisions for the Contractor to enter upon public and private lands, to the fullest extent permitted by law, as reasonably required for the Contractor to perform the Services under this Agreement.
- c. Examine all reports, correspondence, and other documents presented by the Contractor upon request of TMWA, and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the work of the Contractor.
- 4. <u>TERM</u>. This Agreement shall commence on July 2, 2017, and shall terminate upon the completion of the Services Three Hundred Sixty-Four (364) days from the Notice to Proceed on or about June 30, 2019, unless sooner terminated by either party as specified in <u>Section 6</u>. Upon mutual consent of both parties, the parties may extend this contract for four (4) additional, one-year (1) periods. Contract prices may only increase/decrease once per year at contract renewal upon mutual consent of both parties.

#### 5. COMPENSATION.

5.1 Amount. As compensation for all of Contractor's Services hereunder, TMWA agrees to pay Contractor compensation based upon time and materials and the attached fee schedule or compensation based upon a lump sum amount as provided for in Attachment "A" Scope of Work(s) hereinafter called the "Contract Sum". The Contract Sum represents full and adequate compensation for the completed work, and includes the furnishing of all materials, and all labor, equipment, tools, and appliances, and all expenses, direct or indirect, connected with the proper execution of the work

- 5.2 Payment. Payment by TMWA for services rendered by Contractor shall be due within thirty days upon receipt of invoices. If payment is not made in a timely manner, Contractor may, in the event TMWA fails to cure the deficiency after seven days written notice from Contractor, suspend the services under this Agreement until Contractor has been paid in full. TMWA does not agree to and will not reimburse Contractor for expenses unless specifically provided otherwise in this Agreement.
- 5.3 <u>Funding Out Clause</u>. TMWA reasonably believes that funds can be obtained sufficiently to make all payments during the term of this agreement. If the TMWA does not allocate funds to continue the function performed by the Contractor obtained under this Agreement, this Agreement shall be terminated when appropriated funds expire.

#### 6. TERMINATION.

- 6.1. <u>Termination Without Cause</u>. This Agreement may be terminated by TMWA without cause upon ten (10) days written notice to Contractor. If this Agreement is so terminated, Contractor shall be paid for all services satisfactorily rendered and expenses incurred to the date of receipt of notice of termination.
- 6.2 <u>Cause Termination for Default or Breach</u>. A default or breach may be declared with or without termination. This Agreement may be terminated immediately by either party upon written notice of default or breach to the other party as follows:
  - (i). If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Agreement within the time requirements specified in this Agreement or within any granted extension of those time requirements; or
  - (ii). If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
  - (iii). If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
  - (iv). If TMWA materially breaches any material duty under this Agreement and any such breach impairs Contractor's ability to perform; or
  - (v). If it is found by TMWA that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a

contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract.

- 6.3. Opportunity to Cure. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in Section 6.2, and the subsequent failure of the defaulting party within 15 calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.
- 6.4 <u>Winding Up Affairs Upon Termination</u>. In the event of termination of this Agreement for any reason, the parties agree that the provisions of this paragraph survive termination:
  - (i). The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Agreement. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
  - (ii). Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by TMWA;
  - (iii). Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Agreement if so requested by TMWA;
  - (iv). Contractor shall promptly deliver to TMWA possession all proprietary information in accordance with Section 16.

#### 7. INSPECTION & AUDIT.

- 7.1 <u>Books and Records.</u> Contractor agrees to keep and maintain under general accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to TMWA, the State of Nevada or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.
- 7.2. <u>Inspection & Audit</u>. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), papers, including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by TMWA Auditor, or its contracted examiners, representatives of

Washoe County, or any of their authorized representatives. Such records shall include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. Contractor shall require all subcontractors, insurance agents, and material suppliers to comply with the provisions of this Section. Contractor will cooperate fully and will cause all of Contractor's subcontractors to cooperate fully in furnishing or in making available to TMWA from time to time all such information, materials and data whenever requested. All subcontracts shall reflect requirements of this paragraph.

- 7.2.1 Recovery of Costs. If an audit inspection or examination in accordance with this section, discloses overcharges of any nature by the Contractor to TMWA in excess of one-half of one percent (0.5%) of the total contract billings, the reasonable actual cost of TMWA's audit shall be reimbursed to TMWA by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of TMWA's findings to Contractor.
- 7.3 Period of Retention. All books, records, reports, and statements relevant to this Agreement must be retained a minimum three years. The retention period runs from the date of payment for the relevant goods or services by TMWA, or from the date of termination of the Agreement, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensure.
- INDEPENDENT CONTRACTOR. Contractor is associated with TMWA only 8. for the purposes and to the extent specified in this Agreement, and in respect to performance of the contracted services pursuant to this Agreement, Contractor is and shall be an independent contractor and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for TMWA whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and TMWA shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes pr fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of TMWA; (4) participation or contributions by either Contractor or TMWA to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; (6) unemployment compensation coverage provided by TMWA. Contractor shall indemnify and hold TMWA harmless from, and defend TMWA against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, or representatives shall be considered employees, agents, or representatives of TMWA. TMWA and Contractor shall evaluate the nature of services and term negotiated

in order to determine "independent contractor" status and shall monitor the work relationship throughout the term of the Agreement to ensure that the independent contractor relationship remains as such.

- 9. INDEMNIFICATION BY CONTRACTOR. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding TMWA's right to participate, TMWA from and against any and all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising in whole or in part out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents, excepting therefrom any liability arising out of the sole negligence of TMWA.
- 10. <u>LIMITED LIABILITY</u>. TMWA will not waive and intends to assert available NRS chapter 41 liability limitations and other liability limitations available at law in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in this Agreement or any incorporated attachments. Damages for any TMWA breach shall never exceed the amount of funds appropriated for payment under this Agreement, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Contract damages for any Contractor breach shall not exceed 150% of the contract maximum "not to exceed" value. Contractor's tort liability shall not be limited. Neither party shall be responsible for the negligent acts of the other party in the performance of this Agreement.

#### 11. INSURANCE.

- 11.1 By Contractor. Unless expressly waived in writing by TMWA, Contractor, as an independent contractor and not an employee of TMWA, must obtain and maintain policies of insurance in amounts specified in this Section 11 and pay all taxes and fees incident hereunto. TMWA shall have no liability except as specified in this Agreement. Contractor shall, at Contractor's sole expense, procure, maintain and keep in force the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by TMWA, the required insurance shall be in effect prior to the commencement of work by Contractor.
- 11.2 Form of Coverage. Any insurance or self-insurance available to TMWA shall be excess of and non-contributing with any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by TMWA, Contractor shall provide TMWA with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Agreement, an insurer or surety shall fail to comply with the requirements of this Agreement, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify TMWA and immediately replace such insurance or bond with an insurer meeting the requirements.

- 11.2.1. <u>Additional Insured</u>: By endorsement to all liability policies, except Worker's Compensation and Professional Liability, evidenced by Contractor, TMWA, its officers, employees and immune Contractors as defined in NRS 41.0307, if any, shall be named as additional insureds for all liability arising from the Agreement.
- 11.2.2. <u>Waiver of Subrogation</u>: Each liability insurance policy shall provide that the insurance company waives all right of recovery by way of subrogation against TMWA, its officers, employees and immune contractors in connection with damage covered by any policy.
- by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by TMWA. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by TMWA.
- 11.2.4. <u>Approved Insurer</u>: Each insurance policy shall be (i) issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to TMWA and having agents in Nevada upon whom service of process may be made, and (ii) currently rated by A.M. Best as "A-VII" or better.

#### 11.3 Policies Required.

- 11.3.1 Workers' Compensation and Employer's Liability Insurance. Contractor shall provide proof of worker's compensation insurance as required by NRS 616B.627 or proof that compliance with the provisions of Nevada Revised Statutes, Chapters 616A-D and all other related chapters is not required.
- procure and maintain, during the term of this Agreement, occurrence comprehensive general liability insurance for limits of not less than One Million Dollars (\$1,000,000) for bodily injury and property damages, per occurrence, Two Million Dollars (\$2,000,000) products and completed operations aggregate, and Two Million Dollars (\$2,000,000) general aggregate. Coverage shall be on an occurrence basis and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- 11.3.4 <u>Professional Liability/Errors & Omissions Insurance</u>. Not Required for Contractor Construction Contracts. Contractor shall procure and maintain, during the term of this Agreement, professional liability/errors and omissions insurance in the amount of not less than One Million Dollars (\$1,000,000) per claim. The policy shall have a retroactive date prior to commencement of the performance of this Agreement and a discovery period at

least three (3) years after the later of termination or the date of substantial completion of the project.

- 11.3.5 <u>Business Automobile Liability Insurance</u>. Contractor shall procure and maintain, during the term of this Agreement, business automobile liability insurance in the amount of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. Coverage shall be for "any auto", including owned, non-owned and hired vehicles.
- 11.4 <u>Evidence of Insurance</u>. Prior to the start of any Work, Contractor must provide the following documents to TMWA, Attention: Purchasing & Contracts, P.O. Box 30013, Reno, NV 89520-3013:
- 11.4.1 <u>Certificate of Insurance</u>. Contractor must provide a Certificate of Insurance form to TMWA to evidence the insurance policies and coverage required of Contractor.
- 11.4.2 <u>Additional Insured Endorsements</u>. An original Additional Insured Endorsement, signed by an authorized insurance company representative, must be submitted to TMWA, by attachment to the Certificate of Insurance, to evidence the endorsement of TMWA as additional insured.
- 11.4.3 Policy Cancellation Endorsement. Except for ten days notice for non-payment of premium, each insurance policy shall be endorsed to specify that without thirty (30) days prior written notice to TMWA, the policy shall not be cancelled, non-renewal or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address specified above. A copy of this signed endorsement must be attached to the Certificate of Insurance.

Compliance with the insurance requirements of this Agreement shall not limit the liability of Contractor or its sub-contractors, employees or agents to TMWA or others, and shall be in addition to and not in lieu of any other remedy available to TMWA under this Agreement or otherwise. TMWA reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

12. GOVERNMENT OBLIGATIONS. Contractor shall be responsible for all applicable federal, state, and local government obligations. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS Chapter 361. Contractor warrants that it has a valid business license. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Agreement. TMWA may set-off against consideration due any delinquent government obligation.

- 13. <u>ACCEPTANCE BY TMWA</u>. It is expressly understood and agreed that all work done by the Contractor shall be subject to inspection and acceptance by TMWA and approval of work shall not forfeit the right of TMWA to require correction, and nothing contained herein shall relieve the Contractor of the responsibility of the work required under the terms of this Contract until all work has been completed and accepted by TMWA
- 14. NOTICE. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party as indicated on Page 12 of this agreement.
- 15. TMWA OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Agreement), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Agreement shall be the exclusive property of TMWA and all such materials shall be delivered into TMWA possession by Contractor upon completion, termination, or cancellation of this Agreement. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Agreement without the prior written consent of TMWA. Notwithstanding the foregoing, TMWA shall have no proprietary interest in any materials licensed for use by TMWA that are subject to patent, trademark or copyright protection.
- 16. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. TMWA 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 individual documents as a "trade secret" or "confidential" provided that Contractor thereby agrees to indemnify and defend TMWA for honoring such a designation. The failure to so label any document that is released by TMWA shall constitute a complete waiver of any and all claims for damages caused by any release of the records. If a public records request for a labeled document is received by TMWA, TMWA will notify Contractor of the request and delay access to the material until seven working days after notification to Contractor. Within that time delay, it will be the duty of Contractor to act in protection of its labeled record. Failure to so act shall constitute a complete waiver.
- 17. <u>CONFIDENTIALITY</u>. Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Agreement.

#### 18. MISCELLANEOUS.

- 18.1 <u>Force Majeure</u>. Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.
- 18.2 <u>Remedies</u>. Except as otherwise provided for by law or this Agreement, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs.
- 18.3 Waiver of Breach. Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
- 18.4 Severability. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.
- 18.5 <u>Assignment</u>. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this Agreement without the prior written consent of TMWA.
- 18.6 <u>Proper Authority</u>. Each party represents that all required authorizations have been obtained to execute this grant and for the compliance with each and every term hereof. Each person signing this Agreement warrants and represents to the other party that he or she has actual authority to execute this Agreement on behalf of the party for whom he or she is signing.
- 18.8 <u>Arbitration</u>. Any controversy of claim arising out of or relating to this Agreement, or the breach thereof, provided both parties agree, may be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and judgment upon the award rendered by the Arbitrators(s) may be entered in any court having jurisdiction thereof.
- 18.9 <u>Jurisdiction</u>. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. Contractor consents to the jurisdiction of the Nevada district courts for enforcement of this Agreement. In the event the arbitration award is challenged, or the controversy proceeds to litigation instead of arbitration, any action or proceedings seeking to do so must be brought in the courts of the State of Nevada, County of Washoe, or if a party can

acquire subject-matter jurisdiction, in the United States District Court for the District of Nevada. Each of the parties consents to the personal jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.

18.10 No Unfair Employment Practices. In connection with the performance of work under this Agreement, Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age. Such Agreement shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials. Any violation of these provisions by Contractor shall constitute a material breach of contract. As used in this Article, sexual orientation means having or being perceived as having an orientation for heterosexuality, homosexuality or bi-sexuality.

18.11 Entire Contract and Modification. This Agreement and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

The signature page follows this page.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby. All required insurance must be provided before this agreement is fully executed. This agreement becomes effective once all parties have signed.

CONTRACTOR	This agreement was requested:
Company Name: West Coast Paving, Inc. Address: P.O. Box 19102	By:
Cont: Reno, NV 89511 Phone: 775 852-3101	<u>TMWA</u>
FAX: 775 852-3131 E-mail: jsander@westcoastpaving.net	TRUCKEE MEADOWS WATER AUTHORITY
ву:	By: Mark torcee
Printed Name: Serf Sove	Its: 6M
Title: President	Dated: 7/18/18
Dated: 6/26/2018 Business License #: 50397A	Correspondence Address: TMWA
Expires: 6\28\2019	P.O. Box 30013 Reno, NV 89520-30013
	Attention: Maria I. Dufur
	Purchasing and Contracts Administrator.
	Ph: 775-834-8056
	Fax: 775-834-8153

#### ATTACHMENT "A"

#### **NRS 332**

#### CONTRACT SUM, SCOPE OF WORK, AND TECHNICAL SPECIFICATIONS

**CONTRACT SUM:** Ninety-Four Thousand One Hundred Twenty-Five (\$94,125.00) Dollars

### **Scope of Work**

In general, the major work items include: furnishing all labor, tools, implements, machinery, materials, mobilization and de-mobilization, and any incidentals necessary to complete the work, in accordance with the Standard Specifications, to the satisfaction of The Truckee Meadows Water Authority (TMWA). In general the major work items includes: The saw cutting of the outline of the patch area, removing temporary patches and a portion of the base material, compacting base material within the trench to the bottom elevation of the permanent A.C. patch or as required per the entity which the work is performed, tacking the edges of the cuts, locating and raising of manholes, vaults, water or gas valves, and survey monuments, placing and compacting A.C. pavement material within the limits of the area prepared, fog sealing the final paved surface and all other appurtenant work necessary to complete the work specified. In some instances, removal of the existing asphalt pavement by milling to a two inch depth in the vicinity of the patch area and subsequent overlay repaving will be required.

Master Form Agreement for Services (332) Rev. 7.29.13

### **Technical Specifications**

#### PERMANENT PATCH PROGRAM

The following Detail Specifications supplement the most current addition Standard Specifications for Public Works Construction, In all cases not specifically referred to herein, the Standard Specifications for Public Works Construction (referred to as Standard Specifications going forward) shall apply. In the event of conflict between the Standard Specifications and these Detail Specification, the Detail Specifications shall take precedence over and be used in lieu of such conflicting portions. These modifications are additions to the Standard Specification for Public Works Construction, unless specified as a deletion or substitution.

#### **GENERAL PROVISIONS**

Scope of Work. In general, the major work items include: furnishing all labor, tools, implements, machinery, materials, mobilization and de-mobilization, and any incidentals necessary to complete the work, in accordance with the Standard Specifications, to the satisfaction of The Truckee Meadows Water Authority (TMWA). In general the major work items includes: The saw cutting of the outline of the patch area, removing temporary patches and a portion of the base material, compacting base material within the trench to the bottom elevation of the permanent A.C. patch or as required per the entity which the work is performed, tacking the edges of the cuts, locating and raising of manholes, vaults, water or gas valves, and survey monuments, placing and compacting A.C. pavement material within the limits of the area prepared, fog sealing the final paved surface and all other appurtenant work necessary to complete the work specified. In some instances, removal of the existing asphalt pavement by milling to a two inch depth in the vicinity of the patch area and subsequent overlay repaving will be required.

Standard Specifications. All materials furnished and work performed shall be done in accordance with the most current edition of the "Standard Specifications for Public Works Construction" (Orange Book), "Standard Specifications for NDOT" where applicable and any revisions thereto if not covered or amended by the Special Provisions. The "Standard Specifications for Public Works Construction" are herein referred to as "Standard Specifications".

Inspection and Testing Responsibility. Project testing and inspection shall be the Contractor's responsibility. TMWA may waive sampling and testing if adequate information, properly certified, is available to indicate that materials comply with the terms of the specifications. Any retests due to faulty workmanship or materials shall be paid for by the Contractor. Specific testing requirements are contained in The Standard Specifications and as modified herein. The responsibility for ensuring that the work is constructed in strict conformance with the drawings, specifications, and other Contract documents resides solely with the Contractor.

#### **CONSTRUCTION METHODS**

**Removal of Materials.** The material milled from the roadway surface shall become the property of the Contractor, including material deposited in gutters and on adjacent traveled ways, and be immediately transported from the site for proper disposal.

Basis of Payment. The quantity of Cold Plane Milling -2" Depth (width varies) shall be the area measured in square feet of milled pavement. Payment for milling shall be made at the unit price bid per square foot for Cold Plane Milling (width varies) for the 2-inch depth. Payment

shall be full compensation for furnishing all materials, equipment, labor and any other incidentals necessary to complete the work as specified.

#### TACK COAT

**Description.** This work shall consist of the furnishing of all materials, equipment and labor for the preparation and application of tack coat to the surfaces shown on the Standard Details and/or as specified herein.

Materials. Tack coat shall be prepared as defined in the Standard Specifications

Application of Bituminous Materials. Tack coat shall be uniformly applied as defined in the Standard Specifications

Tack coat shall be applied to all cold pavement joints, gutter faces, manholes, and any other surface as required by the Jurisdictional Entity where the work is being performed

Tack coat shall be applied between Plantmix Bituminous Pavement courses.

#### SEAL COATS (FOG SEAL, SAND SEALS AND CHIP SEALS)

**Description.** This work shall consist of furnishing all materials, equipment, and labor for the preparation and application of a Fog Seal Coat on permanent patch surfaces.

Bituminous Material. Bituminous material shall be as shown on the Standard Details and/or as specified herein.

**Application of Bituminous Material.** Fog Seal Coat shall be uniformly applied as directed by the Jurisdictional Agency and shall completely coat all surfaces to which it is applied. If existing pavement markings are nearby, they shall be protected with an appropriate material to prevent the application of the Fog Seal Coat to the pavement markings. After the fog sealing, the Contractor shall immediately remove all protective material from the pavement markings.

Measurement of Quantities. The quantities of Fog Seal Coat applied shall not be measured.

#### PLANTMIX BITUMINOUS PAVEMENT

**Description.** This work shall consist of furnishing all materials, equipment, and labor for the preparation, mixing, hauling, placement, and compaction of plantmix bituminous pavement as shown in the Standard Details.

All work performed in NDOT right of way shall meet NDOT specifications. All other shall meet each jurisdiction specifications.

Permanent Patch shall be constructed to match the thickness of the contiguous pavement unless specified differently from the entity the work is performed for, but in no instance, shall the patch be less than four (4) inches in depth, which will be considered as the basic unit depth for patching. The Contractor shall notify TMWA whenever patches in excess of four (4) inches are

encountered and the Contractor must obtain approval from TMWA prior to patching any required extra depth. Minimum required is to match the thickness of the pavement for private patches.

Materials. Plantmix Bituminous Pavement shall be a mixture of asphalt cement and plantmix aggregate. The asphalt cement shall meet the Standard Specifications, Plantmix aggregate for Type 2 and Type 3 Plantmix Bituminous Pavement shall conform to the Standard Specifications.

The Contractor shall submit a mix design for review and approval prior to beginning any paving. The mix design shall not be more than six (6) months old, and shall be stamped by a registered Professional Engineer in the State of Nevada.

**Spreading and Finishing.** Plantmix bituminous pavement shall be laid in courses (lifts) and the thickness of each course shall not exceed four (4) inches loose.

In no instances shall the Contractor be allowed to stockpile hot plantmix bituminous pavement material on an existing paved street surface.

Saw cuts that extend into the existing pavement surface, that is not removed, shall be filled with a crack sealant compound such as Brewer Cote "Cold Pour Cracksealer" or equivalent, as approved by the Jurisdictional agency.

**Rolling.** Establishment of rolling patterns shall be the responsibility of the Contractor and shall be approved by the Jurisdiction agency.

Joints. When the abutting lane is not placed in the same day, or if the joint is distorted by traffic or other means during the days work, the edge of the lane shall be carefully trimmed to line by saw cutting and painted with a very thin coating of asphalt emulsion before the abutting lane is placed.

Density. Compaction after rolling shall meet the requirements of the Standard Specifications.

Unacceptable Density. Delete this entire Subsection, and replace with the following:

TMWA will consider input from the Contractor, the materials testing laboratory, and sound engineering analysis and judgment before requiring mitigation (i.e. removal and replacement, increased thickness, or surface treatment) and/or payment reduction for plantmix bituminous pavement which deviates from specified density target ranges. The Engineer may, upon consideration of the specific circumstances, reduce or waive mitigation and/or pay reduction, or combine portions of mitigation and pay reduction.

If TMWA makes a preliminary determination that mitigation and/or pay reduction is necessary, the Contractor may submit a written request to TMWA for retests. The retests may be performed by TMWA's testing consultant, or by any other approved independent testing laboratory. The Contractor shall submit a written request to TMWA for the approval of the laboratory. Retests shall be undertaken at the Contractor's expense. If the results of any retest are significantly different from initial testing, an independent testing laboratory that is mutually acceptable to TMWA and the Contractor will perform a "referee" test. Fifty percent (50%) of the cost of the "referee" tests shall be paid by TMWA and fifty percent (50%) shall be paid by the Contractor. TMWA may elect to make full payment and deduct the Contractor's fifty percent (50%) from progress or final payment to the Contractor. TMWA shall make a final determination regarding mitigation and/or pay reduction based upon the preponderance of test results and other factors.

Measurement of Quantities. Unless otherwise determined, the quantity of Plantmix bituminous pavement to be submitted as final pay quantity shall be the number of square feet of patching identified on each patch request submitted. If the dimensions of any patch are revised, resulting in an increase or decrease in the TMWA's calculated quantity, the final pay quantity for that particular item may be revised accordingly with TMWA's approval.

The quantity of A.C. Patch, 4" Depth, shall be the area measured in square feet of the 4-inch-deep patch of material placed and compacted with Plantmix Bituminous Pavement.

The quantity of A.C. Patch, 2" Depth, shall be the area measured in square feet of the 2-inch-deep patch of material placed and compacted with Plantmix Bituminous Pavement.

The quantity of A.C. Patch (Additional 1" Depth) shall be the area measured in square feet of the 4 inch deep patch of material placed and compacted with Plantmix Bituminous Pavement, multiplied by the additional depth below 4 inches of placed and compacted A.C. Patch, 4" Depth, measured in inches.

The quantity of A.C. Plantmix Bituminous Overlay -2" Depth shall be measured in square feet of material placed and compacted with Plantmix Bituminous Overlay -2" Depth.

The quantity of A.C. patching for areas located in the same vicinity shall be combined for a total square foot measurement and shall be reflected in the price per total square foot. Example: the same vicinity shall be from the same job so the contractor does not have to mobilize and demobilize. If the contractor must mobilize and demobilize it shall be considered a different vicinity and the price per square foot shall be reflected.

Basis of Payment. All accepted work and materials measured for payment as indicated above will be paid for in accordance with the unit prices established for each item and will be measured to the nearest tenth of a square foot for area.

Payment for each A.C. Patch, 4" Depth shall be made at the unit price bid per square foot, plus the price per square foot for each additional inch of A.C. Patch (Additional 1" Depth) in depth in excess of four (4) inches, as approved by TMWA. Payment shall be full compensation for saw cutting, excavating and removal of existing improvements, base preparation, tack coat, mixing, hauling, placement, compaction of plantmix bituminous pavement, fog coat and seal coat as specified by TMWA.

All work must be completed in a timely manner. A timely manner shall be considered all work completed within 30 days of notification for permanent patch and within 48 hours of notification and in some cases 24 hours (Washoe County requirement) for temporary patch. In the event the work is not completed within a timely manner Liquidated damages of \$250.00 per day shall be applied unless agreed to by TMWA or unforeseen circumstances from mother nature or material availability caused delay. Non-compliance with completion dates may be grounds for contract termination.

#### **CLEANUP**

**Description.** This work shall consist of furnishing all materials, equipment, and labor for the cleanup of construction areas as specified and/or as directed by the presiding Jurisdiction or TMWA representative. In addition, all requirements of the Washoe County District Health Department for the Dust Control Permit shall be complied with at all times during the work.

Pavement Surfaces. In most cases, the use of power brooms, hand brooms, shovels and other such hand tools may be sufficient to adequately clean the pavement surface. However, the Contractor may be directed by the presiding Jurisdiction or TMWA to use a power sweeper and/or water truck to clean the roadway section if conventional methods fail to clean the area to the satisfaction of the presiding Jurisdiction or TMWA.

Throughout all phases of construction, including suspension of work, and until final acceptance of the project, the Contractor shall keep the work site clean and free from rubbish and debris.

The Contractor shall also abate dust nuisance by cleaning, sweeping and sprinkling with water, or other means necessary. The use of water resulting in mud on public streets will not be permitted as a substitute for sweeping or other methods.

Care shall be taken to prevent spillage and tracking on haul routes. Any such spillage and tracking shall be removed immediately and the area cleaned. There shall be no additional compensation for cleanup and maintenance of the site or for cleanup of spillage and tracking on haul routes.

All debris from any affected manholes shall be removed at the time of the disturbance.

#### TRAFFIC CONTROL

**Description.** This work shall consist of furnishing all materials, equipment and labor to maintain proper traffic routing, parking control, access to all residences and businesses, and public safety for the duration of the project. All construction traffic control plans shall conform to the latest edition of the MUTCD. All signs and barricades shall conform to the Standard Specifications.

Flag persons shall be used during working hours to control traffic flows, as required by each jurisdiction or as directed by TMWA.

All streets shall be open for normal traffic movement during night time and weekend periods, unless previously approved by the presiding Jurisdiction or TMWA. The closure of any two adjacent parallel streets at the same time is prohibited. A street will be considered closed to through traffic if it is barricaded, or a closed sign is posted on any portion of the street, including intersections of crossing streets.

The storage of construction materials within the public streets and alleys and private areas during nighttime and weekend periods is prohibited.

When road closures, parking limitations or other methods of traffic control may restrict residents, businesses, or customers from reasonable access to or from their properties, the Contractor shall provide a minimum of two (2) working days written notification to all affected parties. A minimum of one access to business or private property shall remain open at all times. The Contractor shall maintain one lane of each street open at all times during construction activities, unless otherwise approved by TMWA.

If directed by TMWA, a minimum of two (2) working days written notification shall be given to all or a specified number of adjacent residents, businesses, Police and Fire Departments, paramedic/ambulance services, of planned street closures and when parking restrictions are required. Where work is being performed along Citifare bus routes, the Regional Transportation Commission shall also be notified in similar fashion. Such notification shall be made separately

for each work site and shall be made each time work commences at that site when operations are intermittent. This notification shall state the date work will commence and the hours and days to be worked. When construction will necessitate traffic control affecting access to any hospital, forty-eight (48) hours notification and coordination will be given in person by the Contractor.

The Police Department will not enforce parking restrictions indiscriminately applied. A "No Parking" notification, supplied by the Contractor, shall be applied only as and when needed, and shall be removed unless absolutely necessary.

Any signs, barricades, or barriers which are necessary for night time hours or poor visibility shall utilize warning lights as specified in the latest edition of the MUTCD.

The Contractor shall be responsible for Traffic Control until such time as any street markings eradicated by the work are replaced with permanent markings. The Contractor shall be required to provide and install any temporary pavement markings as required and these shall conform to spacing and other requirements as established by the City.

Failure to comply with any specification herein or with direction from TMWA may result in a stoppage of work until compliance is restored.

#### PERFORMANCE BOND

WHEREAS, Contractor has by written agreement dated
NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the undersigned, as Principal, hereinafter called Contractor, and
pursuant to NRS Chapter 277, for the Sum of Ninety four thousand one hundred twenty five dollars  (\$ 94,125.00 ), to be paid to said Truckee Meadows Water Authority for which payment, well and truly to
be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. This bond shall be governed by the laws of the State of Nevada.

THE CONDITION OF THIS OBLIGATION IS SUCH that, if Contractor shall fail to promptly and faithfully perform said Agreement, or Contractor shall be, and is declared by Truckee Meadows Water Authority to be in default under the Agreement, Truckee Meadows Water Authority having performed Truckee Meadows Water Authority 's obligations thereunder, the Surety may promptly remedy the default or shall promptly:

- 1) Complete the Agreement in accordance with its terms and conditions; or
- Obtain a bid or bids for completing the Agreement in accordance with its terms and conditions, and upon determination by Truckee Meadows Water Authority and the Surety jointly of the lowest responsive, responsible bidder, arrange for a contract between such bidder and Truckee Meadows Water Authority, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by Truckee Meadows Water Authority to Contractor under the Agreement and any amendments thereto, less the amount properly paid by Truckee Meadows Water Authority to Contractor. No right of action shall accrue on this bond to or for the use of any person or corporation other than Truckee Meadows Water Authority or successors of Truckee Meadows Water Authority.

If Contractor shall fully, promptly and faithfully perform all Contractor's obligations under the Agreement, then this obligation shall be null and void; otherwise it shall remain in full force and effect. The Surety hereby waives notice of any alteration or extension of time made by Truckee Meadows Water Authority and its obligation is not affected by any such alteration or extension provided the same is within the scope of the contract.

### PERFORMANCE BOND

(signature of Principle) BY: L.S. TITLE:

FIRM: West Coast Paving, Inc.	
Address: P.O. Box 19102	
City, State, Zip: Reno, NV 89501	
Phone: 775 852-3101	
Printed Principal's Name:	
Attest by:	(signature of Notary)
Subscribed and Sworn before me this day of	, 20
Notary public for the State of	
CLAIMS UNDER THIS BOND MAY BE ADDRESSED TO:	Agent Information
Name of Surety	Name of Licensed Agent  L P Insurance Services, Inc.
Address 420 East South Temple, #330	Address 300 East 2nd St., #1300
City Salt Lake City	City Reno
State/Zip Code UT 8411	State/Zip Code NV 89501

Agent's Name

**Agent's Title** 

Agent's Telephone

Lori Jones

Resident Agent

775-996-6037

916-788-7261 Agent's Acknowledgment: Surety's Acknowledgment:

Continued for TMWA Bid No.: 2018-022 and titled "Asphalt Patching Program"

NOTICE:

Name

Title

Telephone

Lori Jones

Attorney-In-Fact

No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in the State of Nevada. Certified copy of Power of Attorney must be attached. THE SUCCESSFUL CONTRACTOR WILL BE REQUIRED TO PROVIDE A PERFORMANCE BOND EACH YEAR AT CONTRACT RENEWAL, PRIOR TO ISSUANCE OF A PURCHASE ORDER.

entered into a contract with Truckee

# LABOR AND MATERIAL PAYMENT BOND

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<u> 18, </u>

Meadows Water Authority for TMWA Bid No.: 2018-022 and titled "Asphalt Patching Program" in accordance with drawings and specifications prepared by Truckee Meadows Water Authority and which contract is by reference made a part hereof, and is
nereinafter referred to as the Agreement.
NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the undersigned, as Principal, hereinafter called
Contractor, and Great American Insurance Company, a corporation duly organized
or authorized to do business under the laws of the State of Nevada, as Surety, hereinafter called the Surety, are held and firmly
bound unto the Truckee Meadows Water Authority, a joint powers authority created pursuant to NRS Chapter 277, for the Sum of
Ninety four thousand one hundred twenty five dollars  Dollars
\$ 94,125.00), to be paid to said Truckee Meadows Water Authority for which payment, well and truly to be made, we
pind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. This
ound shall be governed by the laws of the State of Nevada

THE CONDITION OF THIS OBLIGATION IS SUCH that, if Contractor, its heirs, executors, administrators, successors or assigns shall fail to pay for any materials, provision, supplies, implements or machinery used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, together with interest at the rate of twelve percent per annum, or for amounts due under the unemployment compensation law with respect to such work or labor, as required by the provisions of NRS 612, and Surety shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract not to exceed the sum specified in this Bond, subject, however, to the following conditions:

- A claimant is defined as one having a direct contract with the Contractor or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Contract.
- The above-named Principal and Surety hereby jointly and severally agree with Truckee Meadows Water Authority that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. Truckee Meadows Water Authority shall not be liable for the payment of any costs or expenses of any such suit.
- 3) No suit or action shall be commenced hereunder by any claimant:

WHEREAS. Contractor has by written agreement dated

- a) Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, Truckee Meadows Water Authority, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be personally served or served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal at any place the Principal maintains an office or conducts its business.
- b) After the expiration of one (1) year following the date on which the last of the labor was performed or material was supplied by the party bringing suit.
- c) Other than in a court of competent jurisdiction for the county or district in which the construction contract was to be performed.

### LABOR AND MATERIAL PAYMENT BOND

Continued for TMWA Bid No.: 2018-022 and titled "Asphalt Patching Program"

The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder. (signature of Principle) BY: L.S. TITLE: FIRM: West Coast Paving, Inc. Address: P.O. Box 19102 City, State, Zip: Reno, NV 89501 Phone: 775 852-3101 Printed Principal's Name: (signature of Notary) Attest by: , 20\_ Subscribed and Sworn before me this day of Notary public for the State of CLAIMS UNDER THIS BOND MAY BE ADDRESSED TO: **Licensed Agent Information** Name of Licensed Agent Name of Surety L P Insurance Services, Inc. Great American Insurance Company Address 300 East 2nd St., #1300 Address 420 East South Temple City City Salt Lake City Reno State/Zip Code State/Zip Code NV 89501 UT 84111 Agent's Name Name Lori Jones Lori Jones Agent's Title Title Resident Agent Attorney-In-Fact Agent's Telephone Telephone 916-788-7261 775-996-6037 Licensed Agent's Acknowledgment: Surety's Acknowledgment:

No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in the State of Nevada. Certified copy of Power of Attorney must be attached.

THE SUCCESSFUL CONTRACTOR WILL BE REQUIRED TO PROVIDE A LABOR AND

THE SUCCESSFUL CONTRACTOR WILL BE REQUIRED TO PROVIDE A LABOR AND MATERIAL PAYMENT BOND EACH YEAR AT CONTRACT RENEWAL, PRIOR TO ISSUANCE OF A PURCHASE ORDER.

NOTICE:

**GREAT AMERICAN INSURANCE COMPANY®** 

Administrative Office: 301 E 4TH STREET CINCINNATI, OHIO 45202 513-369-5000 FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than SIX

POWER OF ATTORNEY

No. 0 14972

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

LORI JONES NICK ROSSI

Name PATRICIA OWENS

ANDREA MARIE CANTLON

CASSANDRA MEDINA

Address ALL OF

Limit of Power ALL

RENO.

TERI WOOD

**NEVADA** 

\$100,000,000.00

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this day of MARCH

Attest

Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

Susan a Lohoust

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 26TH day of MARCH , 2018 , before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst Notary Public, State of Ohio My Commission Expires 05-18-2020

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

#### CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

Assistant Secretary

LJOHNSON

ACORD CE

#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/03/2018

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 flag of such endorsements.

this certificate does not confer rights t	o the	cert	ificate holder in lieu of s	uch endorsement(s	).			<u>antigarian en l</u>
PRODUCER				CONTACT Lois Joh				
A and H Insurance, Inc. 3301 South Virginia St.	PHONE (AJC, No, Ext): (775) 829-2600 FAX (AJC, No): (775) 829-2607							
Reno, NV 89502				Appaess: IJohnson	i@aandhin	s.com		
				IN:	SURER(S) AFFOI	RDING COVERAGE		NAIC#
				INSURER A : Ironsho	ore Speciali	ty Ins. Co.		25445
INSURED	99.			INSURER B : Imperiu	ım İnsuranı	ce Co		35408
West Coast Paving, Inc.				INSURER C : ROCKHI				28053
PO Box 19102				INSURER D : Insurar				27847
Reno, NV 89511		5, 4		INSURER E : Hudson				25054
				INSURER F:	1 11100101100			76.0 (10.0)
COVERAGES CER	TIEI	~ A TI	NUMBER:	I INSUREILY .		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIE INDICATED. NOTWITHSTANDING ANY R CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	ES O EQUI PER POLI	F INSTRUMENTAIN	SURANCE LISTED BELOW ENT, TERM OR CONDITIO THE INSURANCE AFFOR LIMITS SHOWN MAY HAVE	N OF ANY CONTRA DED BY THE POLIC BEEN REDUCED BY	CT OR OTHER IES DESCRIB PAID CLAIMS	RED NAMED ABOVE FOR T R DOCUMENT WITH RESPE ED HEREIN IS SUBJECT T	ECT TO	WHICH THIS
INSR LTR TYPE OF INSURANCE	ADDL INSD	SUBF	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP		8	
A X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$	1,000,000
CLAIMS-MADE X OCCUR	X	X	AGS0069204	04/21/2018	04/21/2019	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	50,000
X Includes XCU						MED EXP (Any one person)	\$	5,000
		۱.				PERSONAL & ADV INJURY	\$	1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER	]	-				GENERAL AGGREGATE	\$	2,000,000
POLICY X SECT LOC						PRODUCTS - COMP/OP AGG	\$	2,000,000
B AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)		1,000,000
ANY AUTO	х		ILR180102400	08/15/2017	08/15/2018	BODILY INJURY (Per person)	4	
OWNED SCHEDULED	^			00/10/2017	007102010	BODILY INJURY (Per accident)		
X HIRED X AUTOS ONLY X AUTOS ONLY X AUTOS ONLY						PROPERTY DAMAGE (Per accident)		
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C UMBRELLA LIAB X OCCUR							\$	5,000,000
X EXCESS LIAB CLAIMS MADE			FF013142-03	04/21/2018	04/21/2019	EACH OCCURRENCE	\$	5,000,000
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						X PER OTH-	\$	
AND EMPLOYERS' LIABILITY		v	WLV5037597-00	08/15/2017	08/15/2018		<u> </u>	1,000,000
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A	^	AATA0031081-00	00/10/2017	00/(0/2010	E.L. EACH ACCIDENT	\$	1,000,000
(Mandatory in NH)		1				E.L. DISEASE - EA EMPLOYEE		1,000,000
If yes, describe under DESCRIPTION OF OPERATIONS below			2727679	08/03/2017	08/03/2018	E.L. DISEASE - POLICY LIMIT	\$	75,000
E RTD/LDT			2121019	00/03/2017	00/03/2016	Finals		75,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLE Re: TMWA -2018-022- Asphalt Patching Pro Certificate holder And its officers, employee 37 04 13), CG25030397, CG 24040509, CA20	gran es an	ı. d lmı	nune Contractors are her	eby added as additio , WC 000313,			20 10 (	D4 13, CG 20
CERTIFICATE HOLDER				CANCELLATION				
TMWA- Purchasing & Contra Box 30013 Reno, NV 89520-3013	icts				DATE TH	ESCRIBED POLICIES BE CA EREOF, NOTICE WILL E Y PROVISIONS.		
				AUTHORSEN DEPARTE				

POLICY NUMBER: AGS0069204

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – OWNERS, LESSES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by written contract. If required by your	Any Location
written contract or written agreement with such	
Additional Insured, this insurance is primary and	
non-contributory.	
If anyone, other than the Additional Insured, provides	
similar insurance for the Additional Insured, then this insurance will apply as outlined in SECTION IV - COMMERICAL LIABILITY CONDITIONS, paragraph 4. Other Insurance, subparagraph c. Method of Sharing.	하장 선생님이 하지만 하는데 보다 그 보다.
Other insurance, supparagraph c. Method of Sharing.	
The inclusion of one or more insured(s) under the terms	
of this endorsement does not increase our limits of	
liability.	
All other terms and conditions remain unchanged	
Information required to complete this Schedule, if not show	vn above, will be shown in the Declarations.

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - 1. Your acts or omissions; or
  - The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

#### However:

 The insurance afforded to such additional insured only applies to the extent permitted by law; and  If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured. B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after.

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

Required by the contract or agreement, or

Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

#### SCHEDULE

#### Name Of Additional Insured Person(s) Or Organization(s)

written contract or written agreement with such the additional insured does not apply to Additional Insured, this insurance is primary and 'property damage' to any building, structure or non-contributory.

If anyone, other than the Additional Insured, provides includes single family homes or residences, similar insurance for the Additional Insured, then this multi-family homes or residences. Apartments are not insurance will apply as outlined in SECTION IV -COMMERICAL LIABILITY CONDITIONS, paragraph 4. Other Insurance, subparagraph c. Method of Sharing.

The inclusion of one or more Insured(s) under the terms of this endorsement does not increase our limits of liability.

All other terms and conditions remain unchanged.

Location And Description Of Completed Operations

As required by written contract. If required by your The insurance afforded by this policy for the benefit of appurtenant structure intended to be occupied as a 'private residence'. The term "private residence" considered "private residences."

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

#### However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

# DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Designated Construction Projects: As Required by Written Contract

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- 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 ongoing operations at a single designated construction project shown in the Schedule above:
  - A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  - 2. The Designated Construction 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 "productscompleted operations hazard", and for medical expenses under COVERAGE C regardless of the number of:
    - a. Insureds:
    - b. Claims made or "suits" brought; or
    - 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 Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

- 4. The limits shown in the Declarations for Each Occurrence, Fire Damage 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 Construction 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 ongoing operations at a single designated construction project shown in the Schedule above:
  - 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
  - Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, 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 Construction Project General Aggregate Limit.

- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

#### SCHEDULE

Name Of Person Or Organization:				
Information required to complete the	Schedule, if not she	own above, will t	e shown in the D	Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

# DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

West Coast Paving Inc(See Named Insured Addendum)

**Endorsement Effective Date:** 

8/15/2017

#### SCHEDULE

Name Of Person(s) Or Organization(s):

Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II — Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I — Covered Autos Coverages of the Auto Dealers Coverage Form.

# PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

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

A. The following is added to the Other Insurance Condition in the Business Auto Coverage Form and the Other Insurance – Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

- Such "insured" is a Named Insured under such other insurance; and
- You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

- B. The following is added to the Other Insurance Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:
  - This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
  - Such "insured" is a Named Insured under such other insurance; and
  - You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

SCHEDULE  Name(s) Of Person(s) Or Organization(s):	Named Insured:	West Coast Paving Inc(See Named Insured Addendum)
Name(s) Of Person(s) Or Organization(s):	Endorsement Effective Date	e: 8/15/2017
		SCHEDULE
		rganization(s): lete this Schedule, if not shown above, will be shown in the Declarations,

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

(Ed. 484)

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

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

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

Schedule

PREMIUM FOR THIS BLANKET WAIVER OF SUBROGATION ENDORSEMENT APPLIES TO ALL OPERATIONS OF THE INSURED AND WILL BE CHARGED AT 2% OF TOTAL MANUAL PREMIUM DEVELOPED FOR THE STATE OF NEVADA. NO MINIMUM CHARGE APPLIES.

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 08/15/2017 Policy No. WLV 5037507 00

Endorsement No.

Insured WEST COAST PAVING INC

Premium \$ INCL.

Insurance Company INSURANCE COMPANY OF THE WEST

Countersigned By

WC 00 03 13 (Ed. 4-84)

1983 National Council on Compensation Insurance.

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