

Purchase Order

PO Accounting Date: 10/11/2016

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.
 Purchase Order # **PO-002555**

BILL TO

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


Delivery must be made within doors of specified destination.

VENDOR

F.W. Carson Co.
 1064 Tahoe Blvd.
 Incline Village NV 89451

SHIP TO

Truckee Meadows Water Authority
 1355 Capital Blvd
 Reno NV 89502

Requester Contact Name		Requester Contact Phone Number		Vendor Number		
				001394		
Date Ordered	Date Requested	Freight Method/Terms				
10/11/2016	12/31/2016					
Line #	Description/Part No.	Qty	UOM	Unit Price	Discount Amount	Extended Price
1	Chalk Bluff Solids Storage Pond 2 - 338 Public Bid PWP#WA-2016-259 awarded to lowest responsible and responsive bidder (PWP - 338 Public Bid) 11-0001 - 1-7051-30-3010 PWP Construction Projects	398100.00	usd	1.00		\$398,100.00
 Mark Foree General Manager						

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.

PO Total \$398,100.00

**AGREEMENT FOR CONSTRUCTION
CHALK BLUFF SOLIDS STORAGE POND 2**

TMWA Capital Project No.: 11-0001
Public Works Project Number: PWP-WA-2016-259

THIS AGREEMENT FOR CONSTRUCTION (the "Agreement"), made and entered into this 6 day of October, 2016, by and between **F.W. Carson Co., 1064 Boulevard, Incline Village, Nevada 89451** a general contractor licensed by the State of Nevada (Nevada Contractor's License No. 0044726) (hereinafter referred to as "Contractor"), and Truckee Meadows Water Authority, P.O. Box 30013, Reno Nevada 89520-3013 (hereinafter referred to as "Owner").

RECITALS

WHEREAS, Owner intends to construct the Project and is engaging Contractor to perform certain labor, supervision and services and to provide certain equipment, goods and materials for the Project as described herein.

WHEREAS, Owner has engaged Contractor based on Contractor's representations that it (i) is experienced in the type of work for which it is being engaged; (ii) is duly licensed and qualified in the State of Nevada to perform the type of work for which it is being engaged; (iii) is qualified, willing and able to perform the work for the Project; and (iv) has the expertise and capability to perform the work which will meet Owner's objectives and which will comply with all applicable laws and ordinances.

WHEREAS, Contractor acknowledges it has reviewed and familiarized itself with this Agreement, including the documents enumerated in Article 1, and agrees to be bound by the terms and conditions contained therein.

NOW, THEREFORE, for good and valuable consideration, receipt of which is acknowledged, TMWA and the Contractor agree as follows:

1. **CONTRACT DOCUMENTS.** The "Contract Documents" consist solely of the Bidding Documents, Bonds, this Agreement, the General Conditions, Supplementary Conditions, Technical Specifications, Addenda issued prior to execution, Amendments issued after execution, Drawings entitled Chalk Bluff Solids Storage Pond 2, prepared by Truckee Meadows Water Authority, and any other documents listed below:

None.

These documents form the entire contract and are as fully a part of the Agreement as if attached to this Agreement or repeated herein. Contractor represents and agrees it has carefully examined and understands this Agreement and the Contract Documents.

2. **SCOPE OF WORK.** The Contractor shall furnish all work, labor, services, supplies, materials, equipment, tools, traffic control operations, transportation, supervision, appliances, appurtenances and incidentals required for the prompt and efficient completion of the project described as the construction of the solids drying pond as presented on the Drawings for the Work. This shall include all clearing and grubbing, excavation along with placement and compaction of embankment material to complete the work. Additional improvements, as shown on the Drawings and noted in the Specifications shall also be required ("Project") as described in the Contract Documents and in accordance with the contract provisions, Plans, and Specifications, together with all work incidental or reasonably inferable which is necessary to produce the results intended by the Contract Documents (collectively, the "Work"). Contractor shall be responsible for the supervision and coordination of the Work, including the construction means, methods, techniques, sequences and procedures utilized, unless the Contract Documents specifically provide otherwise. The Contractor represents and warrants that it has fully investigated the nature, locality and site of the Work and the conditions and

difficulties under which it is to be performed, and that it enters into this Agreement on the basis of its own examination, investigation and evaluation of all such matters and is in no way relying upon any opinions or representations of the Owner, or any of their respective officers, agents, servants, or employees with respect thereto.

3. **TIME OF COMPLETION.** All times stated in the Contract Documents, including interim milestones and those for the delivery and installation of materials and equipment, are of the essence of this Agreement

3.1 **Commencement of Work.** Contractor shall promptly commence and diligently prosecute the Work to be performed under this Agreement on the date fixed in a Notice to Proceed and shall perform the Work diligently, expeditiously and with adequate resources so as to complete the Work on time.

3.2 **Completion of Work.** Contractor shall achieve Substantial Completion by **N/A calendar days from the date of the Notice to Proceed** and shall achieve 100 percent completion by **Fifty-Eight (58) calendar days from the date of the Notice to Proceed**. In addition, the Contractor shall achieve any critical intermediate project milestone dates as identified and defined in Article 7 of the Supplementary Conditions. Contractor shall reschedule or resequence the Work, to the extent possible, to avoid or minimize any delay to the contract time. Contractor agrees it included adequate costs in the Contract Sum to provide sufficient levels of labor and equipment (including overtime if required) to insure that the specified dates are met. The contract time set forth herein assumes **Three (3) weather delay days** will occur during construction of the Project, and the Contract time will not be extended unless weather delay days exceed the days specified above. Should the Contractor fail to complete the Work in the time agreed upon, the Contractor will be subject to liquidated damages as provided herein.

3.3 **Liquidated Damages** Owner and Contractor recognize time is of the essence and Owner will suffer extensive damages if the Work is not completed within the time specified above, the exact amount of which is difficult to ascertain as of the effective date of this Agreement. Accordingly, if Contractor fails to achieve Substantial Completion of the Work within the time specified above, Owner shall be entitled to retain or recover from Contractor, as liquidated damages for delay (but not as a penalty) the sum of **\$0.00 (Zero) Dollars** per day commencing on the expiration of the time specified above and continuing until the actual date of Substantial Completion is achieved; and if Contractor fails to achieve 100 percent completion of the Work within the time specified above, Owner shall be entitled to retain or recover from Contractor, as liquidated damages for delay (but not as a penalty) the sum of **\$2,500.00 (Two Thousand Five Hundred Dollars)** per day commencing on the expiration of the time specified above and continuing until the actual date of 100 percent completion. Owner may deduct liquidated damages from any unpaid amounts then or thereafter due the Contractor under this Agreement. If TMWA terminates the Contractor for default, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased cost occasioned by TMWA in completing the Work.

3.4 **Construction Schedule.** Contractor shall, not less than ten (10) calendar days after execution of this Agreement by TMWA, prepare and submit a proposed Construction Schedule to TMWA for review and acceptance in accordance with the General Conditions.

4. **CONTRACT SUM.**

4.1 **Construction Contract Price.** Owner shall pay the Contractor, as full and complete compensation for Contractor's timely performance of all the Work in accordance with the Contract Documents and to the satisfaction of Owner, the lump sum amount of: **Three Hundred Ninety Eight Thousand One Hundred (\$398,100.00) Dollars** (the "**Contract Sum**"). The amount set forth above includes the aggregate amount of all allowances and unit price items to be furnished or installed.

5. **PAYMENTS.**

5.1 **Progress Payments.** The Owner will pay the Contractor progress payments and the final payment in

accordance with the provisions set forth in the Specifications computed from the actual quantities of work performed and accepted, and the materials furnished, at the unit and lump sum prices shown in the Proposal, as bid in conformance with the Contract Documents defined hereinafter. Owner will retain from such estimated value of the work done the amounts specified in the General Conditions. Owner shall pay to Contractor, at the end of each quarter this Agreement is in effect, interest for the quarter on the amount withheld at a rate to be determined by Owner in accordance with NRS 338.515. Except with respect to any payment withheld pursuant to NRS 338.525, the amount of payments withheld as provided herein shall be retained for a period of 30 days from the date of project Completion and acceptance. Contractor shall pay the subcontractors progress payments and pay interest on amounts retained from said progress payments in accordance with the provisions of NRS 338.510 through NRS 338.535.

5.2 Acceptance and Final Payment. As soon as practical following the completion of all phases of the Work, the Contractor shall make request by letter to Owner for a final inspection and acceptance of the Work, and if, in Owner's opinion, all provisions of the Contract Documents and Agreement have been satisfied, Owner will cause a Notice of Completion to be completed by the Project Representative and sent to the Labor Commissioner. Final payment, constituting the entire unpaid balance of the contract sum, shall be made by Owner to Contractor when the obligations in the Contract Documents have been fully performed by Contractor except for Contractor's responsibility to satisfy requirements, if any, which necessarily survive final payment; and the Notice of Completion has been sent to the Labor Commissioner and no prevailing wage disputes are under investigation by TMWA or pending before the Labor Commissioner. Final payment shall be made by Owner not more than 30 calendar days following the Notice of Completion, as specified in the General Conditions. Final payment is further subject to Owner's prior receipt from Contractor of all as-built drawings, certifications, prevailing wages, maintenance manuals, operating instructions, written guarantees, warranties, and bonds relating to the Work, and assignments of all guarantees and warranties from subcontractors, vendors, suppliers, or manufacturers, all as required by the Contract Documents. Acceptance of final payment by the Contractor shall constitute a full waiver and release by the Contractor of all claims against Owner arising out of or relating to this Agreement.

6. PREVAILING WAGE.

Contractor will pay, and will require all subcontractors to pay, unless otherwise exempt there from, all employees on said work a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations and wage standards applicable to this work, as contained in or referenced by the Contract Document provisions for this Work. Pursuant to NRS 338.060, Contractor shall forfeit to the Owner, as a penalty, not less than \$20 or more than \$50 for each calendar day and portion thereof that each workman employed on the public work: (a) is paid less than the designated rate for work done under the contract by the Contractor or any subcontractor under him (b) is not reported to the public body awarding as required pursuant to NRS 338.070. In the performance of this Agreement, not more than eight (8) hours shall constitute a day's work, and the Contractor shall not require more than (8) hours of labor in a day from any person employed by him hereunder. Contractor shall keep accurate records showing the name, occupation and actual per diem wages and benefits paid to each workman employed by him in connection with this project. The records shall be certified in LCP Tracker and open to inspection by Owner, its officers and agents and at all reasonable hours. Contractor shall inquire, and shall require each subcontractor to inquire, of each worker employed in connection with the public work whether the worker wishes to voluntarily specify his or her gender and ethnicity, and shall record and maintain such responses in accordance with NRS 338.070.

7. INSURANCE.

The Contractor shall purchase and maintain prior to performing any Work on the Project, at its sole expense, from a company or companies authorized to do business in the State of Nevada, insurance policies containing the types of coverages and minimum limits of liability described in the General Conditions protecting from claims which may arise out of or result from the performance or non-performance of services under this Agreement by the Contractor or by anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable, including without limitation subcontractors, independent contractors, and agents. Contractor shall procure and maintain at a

minimum the insurance as required in the General Conditions, and shall require all subcontractors to procure and maintain at a minimum the insurance as required in the General Conditions, including but not limited to industrial insurance as required by the Nevada Industrial Insurance Act and the Nevada Occupational Diseases Act. Contractor or his subcontractor(s) failure to pay premiums will automatically authorize Owner to, at its option, terminate this Agreement or withhold amounts from funds due the Contractor and make insurance premium payments on behalf of the Contractor and/or his subcontractors. Contractor shall provide Owner insurance certificates no later than 10 days after the date of the Notice of Award, and Contractor's failure to timely provide insurance certificates shall not result in any extensions to the contract time.

8. PERFORMANCE AND PAYMENT BONDS.

The Contractor shall, prior to the execution of the Agreement, furnish two bonds on the forms bound herein approved by the Owner, one in the amount of One Hundred Percent (100%) of the Contract Sum, to guarantee the faithful performance of the work, and one in the amount of One Hundred Percent (100%) of the Contract Price to guarantee payment of all claims for labor and materials furnished. This Contractor shall not begin work until such bonds are supplied to and approved by the Owner. Contractor shall provide Owner contract bonds no later than 10 days after the date of the Notice of Award, and Contractor's failure to timely provide bonds shall not result in any extensions to the contract time.

9. NONDISCRIMINATION.

In accordance with NRS 338.125, in connection with the performance of work under this Agreement, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex or age. Such agreements 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. Any violation of such provision by the Contractor shall constitute a material breach of the Agreement. Further, Contractor agrees to insert this nondiscrimination provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

10. PREFERENCES.

10.1 Veteran's Preference. Contractor agrees to give preference as provided in NRS 338.130. If this provision is not complied with, the Agreement shall be void, and any failure or refusal to comply with this provision shall render the Agreement void.

10.2 Bidder Preference. To the extent Contractor has sought and qualified for a bidding preference and this project has a value of over \$250,000 pursuant to Nevada Revised Statutes Chapter 338, Contractor acknowledges and agrees that the following requirements shall be adhered to, documented and maintained for the duration of the Project, collectively, and not on any specific day:

a. At least 50 percent of the workers employed on the Project (including subcontractors) must hold a valid driver's license or identification card issued by the Nevada Department of Motor Vehicles;

b. All vehicles used primarily for the public work will be (a) registered and (where applicable) partially apportioned to Nevada; or (b) registered in Nevada.

c. If applying to receive a preference in bidding pursuant to NRS 338.1727, at least 50 percent of the design professionals who work on the Project (including sub-contractors) hold a valid driver's license or identification card issued by the Nevada Department of Motor Vehicles; and

d. The Contractor and any subcontractor engaged on the public work shall maintain and make available

for inspection within Nevada all payroll records related to the Project.

Contractor recognizes and accepts that failure to comply with any requirements herein shall entitle Owner to a penalty in the amount set by statute. In addition, the Contractor recognizes and accepts that failure to comply with any requirements herein may result in loss of certification for a preference in bidding for 5 years and/or ability to bid on any contracts for public works for one year pursuant to NRS Chapter 338.

11. WARRANTY.

In addition to any other warranties provided by law or in the General conditions, Contractor warrants the Work under this Agreement to be free from all defects for a period of one year from the date of final acceptance by Owner. Any defects found during this period shall be repaired by the Contractor at no cost to Owner in accordance with the requirements of the Contract Documents.

12. INDEMNIFICATION/HOLD HARMLESS.

Owner has established specific indemnification requirements which are fully set forth in the General Conditions, which Contractor has examined, understands and agrees to perform.

13. MISCELLANEOUS.

13.1 Termination. In addition to other provisions set forth in the Contract Documents, Owner has the right to terminate the Agreement without cause at any time upon giving Contractor seven days notice in writing. In the event the Agreement is terminated by Owner in accordance with this provision, Owner agrees to pay Contractor for all work satisfactorily completed and for materials installed prior to the date of termination to the extent otherwise due under this Agreement.

13.2 Governing Law. This Agreement shall be governed by, interpreted under and construed and enforced in accordance with the laws of the State of Nevada, with venue in the County of Washoe. Each party acknowledges and agrees that the laws of the State of Nevada and the selection of venue were freely chosen.

13.3 Compliance with Laws. Pursuant to NRS 338.153, Contractor shall comply, and shall insure each subcontractor and other person who provides labor, equipment, materials, supplies or services for the Project complies, with the requirements of all applicable state and local laws, including without limitation, any applicable licensing requirements and requirements for the payment of sales and use taxes on equipment, materials and supplies provided for the Project.

13.4 Confidentiality. Contractor acknowledges and agrees the Drawings and Technical Specifications reveal critical infrastructure of facilities used for storing, transporting or transmitting water as contemplated by Nevada's Homeland Security Act, and that the disclosure or release of the Drawings and Technical Specifications to any unauthorized person would create a substantial likelihood of compromising, jeopardizing or otherwise threatening the public health, safety or welfare. Contractor shall not, and shall ensure its Subcontractors, employees and agents shall not, knowingly disclose such documents or information or assist, solicit or conspire with another person to disclose such documents or information Contract Documents without the express prior written consent of Owner.

13.5 Attorneys' Fees. If either party hereto fails to perform any of its obligations under this Agreement or if any dispute arises between the parties hereto concerning the meaning or interpretation of any provision of this Agreement, then the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees and disbursements. Any such attorneys' fees and other expenses incurred by either party in enforcing a judgment in its favor under this Agreement shall be recoverable separately from

and in addition to any other amount included in such judgment, and such attorneys' fees obligation is intended to be severable from the other provisions of this Agreement and to survive and not be merged into any such judgment.

13.6 Modifications. This Agreement cannot be changed orally, and no executory agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such executory agreement is in writing and is signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought

13.7 Entire Agreement. This Agreement, including the exhibits and schedules hereto, contains the entire agreement between the parties hereto pertaining to the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the parties pertaining to such subject matter.

13.8 Severability. If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and, provided that the fundamental terms and conditions of this Agreement (including, without limitation, remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the Parties.

IN WITNESS WHEREOF, Owner and Contractor hereby enter into this agreement as of the date and year first written above.

"Owner"
TRUCKEE MEADOWS WATER AUTHORITY, a joint powers authority
By: Mark Force Date: 10/11/16
General Manager

STATE OF _____)
County of _____) ss

TROY CARSON states under penalty of perjury that he/she is the Contractor, or authorized agent of the Contractor, by whom the aforesaid described Work is to be performed; that he/she has read the foregoing Contract and understands and agrees to the terms, conditions, and requirements thereof.

CONTRACTOR:

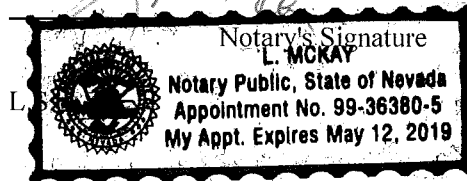
By: Troy Carson
Title: V.P.
Firm: F.W. Carson Co.
Address: 1064 Tahoe Blvd.
City/State & Zip: Incline Village, NV 89451
Telephone: 775-831-5008
Fax: 775-831-5068
E-mail: troy@fwcarsonco.com

Troy Carson
(Signature Of Contractor)

DATED this 6 day of October, 2016.

ATTEST:

On this 6th day of October, in the year 2016, before me, L McKay, Notary Public, personally appeared or personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he (she) executed it.
WITNESS my hand and official seal.



PERFORMANCE BOND

Bond #070022003 Premium \$11,943.00

WHEREAS, Contractor has by written agreement dated October 6, 20 16 entered into a contract with Truckee Meadows Water Authority for **PWP Bid #WA-2016-259** and titled "**Chalk Bluff Solids Storage Pond 2**" in accordance with drawings and specifications prepared by Truckee Meadows Water Authority and which contract is by reference made a part hereof, and is hereinafter referred to as the Agreement.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the undersigned, as Principal, hereinafter called Contractor, and The Ohio Casualty 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 Three Hundred Ninety Eight Thousand One Hundred & No/100 Dollars (\$ \$398,100.00), 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
- 2) 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.

Dated: October 6, 2016

PERFORMANCE BOND

Continued for PWP BID #WA-2016-259 and titled "Chalk Bluff Solids Storage Pond 2"

BY: TROY CARSON

(signature of Principle)

TITLE: V.P.

L.S.

FIRM: F.W. Carson Co.

Address: 1064 Tahoe Blvd.

City, State, Zip: Incline Village, NV 89451

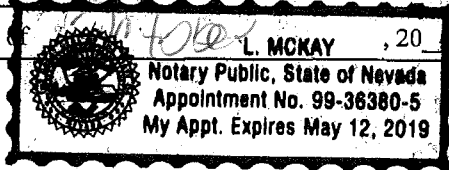
Phone: 775-831-5008

Printed Principal's Name:

Attest by: [Signature] (signature of Notary)

Subscribed and Sworn before me this 6th day of October, 2016.

Notary public for the State of Nevada
County of Washoe



CLAIMS UNDER THIS BOND
MAY BE ADDRESSED TO:

Agent Information

Name of Surety The Ohio Casualty Insurance Company	Name of Licensed Agent License #602882 Buschmann, Buschmann & Laux Surety Insurance Services LLC
Address 175 Berkeley St.	Address 300 Harding Blvd, Suite 209
City Boston	City Roseville
State/Zip Code MA 02116	State/Zip Code CA 95678
Name Jana B. Pilgard	Agent's Name Jana Belle Pilgard / License #748554
Title Attorney in Fact	Agent's Title Agent
Telephone Cara Hubbard 206-473-6182	Agent's Telephone 916-782-6637

Surety's Acknowledgment:
By: [Signature]

Agent's Acknowledgment:
By: [Signature]

NOTICE:

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.

ACKNOWLEDGMENT

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

State of California
County of Placer)

On September 30, 2016 before me, Kathy Rangel, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Kathy Rangel (Seal)



LABOR AND MATERIAL

PAYMENT BOND Bond #070022003 Premium Included

WHEREAS, Contractor has by written agreement dated October 6, 20 16 entered into a contract with Truckee Meadows Water Authority for PWP Bid #WA-2016-259 and titled " **Chalk Bluff Solids Storage Pond 2**" in accordance with drawings and specifications prepared by Truckee Meadows Water Authority and which contract is by reference made a part hereof, and is hereinafter referred to as the Agreement.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the undersigned, as Principal, hereinafter called Contractor, and The Ohio Casualty 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 Three Hundred Ninety Eight Thousand One Hundred & No/100 ***** Dollars (\$ \$398,100.00), 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, 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:

- 1) 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.
- 2) 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:
 - 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.

Dated: October 6, 2016

LABOR AND MATERIAL PAYMENT BOND

Continued for PWP Bid #WA-2016-259 and titled "Chalk Bluff Solids Storage Pond 2"

4) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

BY: TROY CARSON

(signature of Principle)

TITLE: V.P.

L.S.

FIRM: F.W. Carson Co.

Address: 1064 Tahoe Blvd.

City, State, Zip: Incline Village, NV 89451

Phone: 775-831-5008

Printed Principal's Name:

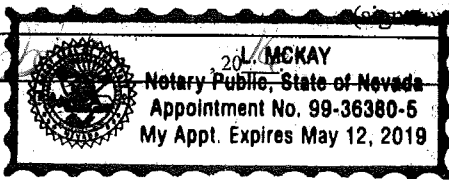
Attest by: [Signature]

(signature of Notary)

Subscribed and Sworn before me this 6th day of October

Notary public for the State of Nevada

County of Washoe



CLAIMS UNDER THIS BOND MAY BE ADDRESSED TO:

Licensed Agent Information

Name of Surety The Ohio Casualty Insurance Company	Name of Licensed Agent License #602882 Buschmann, Buschmann & Laux Surety Insurance Services LLC
Address 175 Berkeley St.	Address 300 Harding Blvd, Suite 209
City Boston	City Roseville
State/Zip Code MA 02116	State/Zip Code CA 95678
Name Jana B. Pilgard	Agent's Name Jana Belle Pilgard / License #748554
Title Attorney in Fact	Agent's Title Agent
Telephone Cara Hubbard 206-473-6182	Agent's Telephone 916-782-6637

Surety's Acknowledgment:

By: [Signature]

Licensed Agent's Acknowledgment:

By: [Signature]

NOTICE:

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.

ACKNOWLEDGMENT

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

State of California
County of Placer)

On September 30, 2016 before me, Kathy Rangel, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature Kathy Rangel (Seal)

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

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

Certificate No. 7421958

American Fire and Casualty Company
The Ohio Casualty Insurance Company

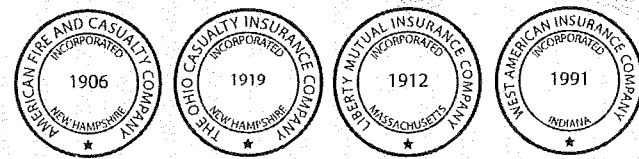
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Dona Lisa Buschmann; J. Buschmann; Jana B. Pilgard; Kathy Rangel; Robert D. Laux

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of July, 2016.



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

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

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 15th day of July, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

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

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

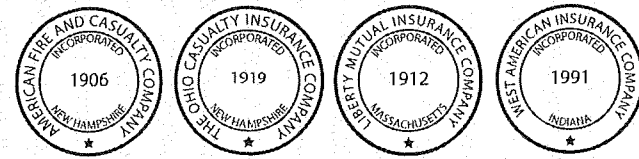
ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6th day of October, 2016.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

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

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

POLICY NUMBER:

CG 20 10R 12 11

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS
(WITH LIMITED COMPLETED OPERATIONS COVERAGE)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
BUSINESSOWNERS COVERAGE FORM

SCHEDULE

NAME OF PERSON OR ORGANIZATION

Any person or organization to whom or to which the named insured is obligated by a virtue of a written contract to provide insurance that is afforded by this policy. Where required by contract, the officers, officials, employees, directors, subsidiaries, partners, successors, parents, divisions, architects, surveyors and engineers are included as additional insureds. All other entities, including but not limited to agents, volunteers, servants, members and partnerships are included as additional insureds, if required by contract, only when acting within the course and scope of their duties controlled and supervised by the primary (first) additional insured. If an Owner Controlled Insurance Program is involved, the coverage applies to off-site operations only. If the purpose of this endorsement is for bid purposes only, then no coverage applies.

WHO IS AN INSURED: (Section II)

This section is amended to include as an insured the person or organization within the scope of the qualifying language above, but only to the extent that the person or organization is held liable for your acts or omissions in the course of "your work" for that person or organization by or for you. The "products-completed operations hazard" portion of the policy coverage as respects the additional insured does not apply to any work involving or related to properties intended for residential or habitational occupancy (other than apartments). This clause does not affect the "products-completed operations" coverage provided to the named insured(s).

WAIVER OF SUBROGATION:

We waive any right of recovery, when required by written contract, that we may have against the person or organization within the scope of

the qualifying language above because of payments we make for injury.

LOCATION OF JOB:

The job location must be within the State of domicile of the named insured, or within any contiguous State thereto.

DESCRIPTION OF WORK:

The type of work performed must be that as described under classifications in the CGL Coverage Part Declarations.

PRIMARY CLAUSE:

When this endorsement applies and when required by written contract, such insurance as is afforded by the general liability policy is primary insurance and other insurance shall be excess and shall not contribute to the insurance afforded by this endorsement.

EXCLUSION

This insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering or failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve, maps, designs, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities.

Endorsement EFFECTIVE DATE: SEE DEC

Endorsement EXPIRATION DATE: SEE DEC

CG 20 10R 12 11

Page 1 of 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BUSINESS AUTO BROADENING ENDORSEMENT

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THIS POLICY:

**BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM**

A. EXTENDED CANCELLATION CONDITION

Form IL 00 17, the Common Policy Condition, section A. CANCELLATION, Paragraph 2.b. is replaced by the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

B. BROADENED DEFINITION OF INSURED

1. The Named Insured shown in the Declarations is amended to include:

- a. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the policy. However, the Named Insured does not include any subsidiary that is an "insured" under any other insurance policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- b. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (1) that is a joint venture, partnership, or limited liability partnership or corporation,
 - (2) that is an "insured" under any other policy,
 - (3) that has exhausted its Limit of Insurance under any other policy, or
 - (4) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an accident that occurred before you formed or acquired the organization.

2. Who is An "Insured" of Section II – Liability Coverage 1. a. (4) is amended to add:

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

C. HIRED AUTO PHYSICAL DAMAGE AND LOSS OF USE

If hired "autos" are covered "autos" for Liability coverage and if Comprehensive or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire of the private passenger, light or medium truck type (20,000 lbs. or less in gross vehicle weight), subject to the following limit; these items are excess to any other collectible insurance coverage.

The most we will pay for "loss" to any hired "auto" is \$50,000 or Actual Cash Value or the Cost of Repair, whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" of the private passenger, light or medium truck type for that coverage. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own of the private passenger or light truck type.

If symbol 8 or 28 is listed on the Covered Autos section of the policy declarations page as applying to any of the physical damage coverages, then the **Hired Auto Physical Damage** coverage described on this form does not apply.

Subject to a maximum of \$750 per accident, we will cover loss of use of a hired "auto" if it results from an accident, you are legally liable and the lessor incurs an actual financial "loss".

D. HIRED AUTO LIABILITY - WORLDWIDE COVERAGE (except for the Republic of Mexico)

For hired "autos" hired for less than 30 days, the coverage territory will be extended to anywhere in the world, except for the Republic of Mexico, provided the "insured's" liability to pay damages is determined in a "suit" brought in the coverage territory described in **Section IV – Business Auto Conditions**.

This coverage does not apply to "garage operations".

E. AUTO LOAN OR LEASE GAP PAY-OFF

Under **Section III – Business Auto Coverage Form** or **Section IV – Garage Coverage Form**, if a long-term leased or purchased "auto" is a covered "auto" and the lessor or lender is named as an "Additional Insured – Lessor", or "Additional Insured – Lender", we will pay, in the event of a total "loss", your additional legal obligation to the lessor or lender for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the lease or loan.

"Outstanding balance" means the amount you owe on the lease or loan at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees.

We will not pay any administrative costs or overhead fees assessed by the finance company that has leased the covered "auto" to you.

F. ADDITIONAL INSURED AND WAIVER OF SUBROGATION

1. The following are added as an "insured" under Section II – Liability Coverage, Who Is an Insured:

Section II. 1. a. (4) Any person, organization, trustee, estate or governmental entity with respect to the operation, maintenance or use of a covered "auto" if:

a. You are obligated to add that person, organization, trustee, estate or governmental entity as an additional insured to this policy by:

- (1) an expressed provision of an "insured contract", or written agreement; or
- (2) an expressed condition of a written permit issued to you by a governmental or public authority.

b. The "bodily injury" or "property damage" is caused by an "accident" which takes place after:

- (1) you executed the "insured contract" or written agreement; or
- (2) the permit has been issued to you.

2. The following is added to Section IV – Business Auto Conditions, Transfer of Rights of Recovery Against Others to Us:

We waive any right of recovery we may have against any additional "insured", but only as respects "Loss" arising out of the operation, maintenance or use of a covered "auto" pursuant to the provisions or conditions of the "insured contract", written agreement, or permit.

This coverage does not apply to "garage operations".

G. COVERAGE EXTENSIONS

1. Supplementary Payments, of Section II- Liability Coverage, is amended as follows:

The reference to \$250 for the cost of bail bonds is replaced by \$1,000 and the reference to \$100 per day for all reasonable expenses is replaced by \$250 per day.

This coverage does not apply to the **Garage Coverage Form**.

2. **Coverage Extension**, of **Section III – Business Auto Coverage Form** or **Section IV – Garage Coverage Form**, is amended to provide a limit of **\$50** per day and a maximum of **\$1,000** for temporary transportation expense.
3. **Under Section III – Business Auto Coverage Form** or **Section IV – Garage Coverage Form, Comprehensive Coverage**, we will pay for the expense of returning a stolen covered "auto" to you.

H. BODILY INJURY TO FELLOW EMPLOYEE EXCLUSION WAIVED

Section II – Liability Coverage, B. 5. Fellow Employee Exclusion, does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. Coverage is excess over any other collectible insurance.

I. COMMUNICATION EQUIPMENT COVERAGE

Section III – Business Auto Coverage Form, Physical Damage Coverage, with respect to a covered "auto" described in the Schedule or in the Declarations, also applies to "Loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss". Equipment which is removable from a housing unit which is permanently installed in the covered "auto" and is designed to be solely operated by use of the power from the "auto's" electrical system in or upon the covered "auto" is considered permanently installed. This coverage also applies to antennas and other accessories necessary for the use of the electronic equipment. The Physical Damage deductibles listed in the declarations as applying to the covered "auto" apply to this coverage as well.

The most that we will pay in the event of a "loss" is the lesser of:

1. The actual cash value of the damage or stolen property at the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind or quality; or
3. **\$1,500**.

J. GLASS-ONLY CLAIM: DEDUCTIBLE WAIVED IF REPAIRED RATHER THAN REPLACED

Under Section III – Business Auto Coverage Form or **Section IV – Garage Coverage Form, Deductible**, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

K. PERSONAL EFFECTS COVERAGE

1. Subject to a maximum limit of **\$500**, coverage is extended to the personal effects of the driver, passenger and insured while inside a covered "auto" and damaged as a result of an accident. Losses are subject to a **\$250** deductible. No separate deductible applies if the "loss" under this section is part of a specified perils, comprehensive or collision "loss" under this policy. If the "loss" includes coverage under more than one section of this endorsement, only the highest deductible will apply to the entire "loss".
2. We will not pay for "loss" to personal property of any of the following:
 - a. Accounts, bills, currency, deeds, money, notes, securities and evidence of debt.
 - b. Electronic equipment or tapes, records, discs or other similar audio visual or data electronic equipment.
 - c. Furs.
 - d. Animals, birds or fish.
 - e. Bullion, precious stones, jewelry or similar valuables, painting, art objects, manuscripts or mechanical drawings.
 - f. Contraband or property in the course of illegal transportation or trade.

- g. An "auto", its equipment or fluids, including fuel.
 - h. "Loss" caused by theft, unless there are visible signs or marks of forcible entry into the covered "auto" and the theft is reported to law enforcement authorities.
3. The Personal Effects Coverage is excess over any other valid and collectible insurance coverage available for the same "loss".

L. PET INJURY COVERAGE

Under **Section III – Physical Damage Coverage**, if you carry Collision Coverage for the damaged covered "auto", the following is added:

If "your pet" sustains injury or death while inside a covered auto at the time of a loss covered under Collision or Comprehensive coverage, we will pay for the following:

- 1. up to **\$500** for reasonable and routine veterinary fees incurred by you if "your pet" is injured in, or as a direct result of, the covered loss; or
- 2. a **\$500** death benefit if "your pet" dies in, or as a direct result of, the covered loss, less any payment we made toward veterinary expenses for "your pet".

In the event of a covered loss due to theft of a covered auto, we will pay the death benefit subject to "your pet" is inside the covered auto at the time of theft and "your pet" is not recovered.

This additional coverage is subject to a **\$100** Deductible for death and veterinary care sustained as a result of a covered loss. Coverage applies in excess over any other valid and collectible insurance.

The following definition applies to this coverage:

"Your pet" means any cat or dog owned by any insured covered under this policy.

The most we will pay for all damages in any one loss is a total of **\$500** regardless of the number of dogs or cats involved.

M. SINGLE EVENT DEDUCTIBLE

Under the **Physical Damage Coverage** Section, if two or more policies or coverage forms apply to the same accident, the following applies to paragraph D. **Deductible**:

You will pay the highest deductible stated on the declarations page only once for damages to your tractor, trailer and cargo when all are insured by us and are damaged by the same covered cause of loss.

N. RENTAL REIMBURSEMENT COVERAGE

We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.

- 1. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
- 2. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred.
 - b. Subject to a maximum payment of **\$100** per day up to 30 days.
- 3. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

4. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

CERTIFICATE of COVERAGE

Workers' Compensation

Nevada Transportation Network Self Insured Group &
Safety National Casualty Corporation - AM Best Rated A+14

NAIC #15105

575 S. Saliman Road

Carson City, NV 89701-5000

Phone: (775) 887-2480 Fax: (775) 887-2481

MEMBER COMPANY

FW Carson Company Inc dba FW Carson Company Inc

Policy No : NTN15700-2016-01

1064 Tahoe Blvd
Incline Village, NV 89451

Dates of Coverage:

12:01 AM on 01/01/2016 to 12:01 AM on 01/01/2017

This is to certify that the above named employer has secured coverage for his employees under the Nevada Workers Compensation Act by qualifying as a member of the Nevada Transportation Network Self Insured Group. The Self Insured Group is an Association of Self Insured private employers authorized by the Nevada Insurance Division to pay Workers Compensation Benefits to employees of its member companies under Chapters 616 and 617 of the Nevada Revised Statutes. The State of Nevada issued it Certification Number 5001 to the Nevada Transportation Network Self Insured Group effective Wednesday, October 18, 1995.

CERTIFICATE HOLDER:

Truckee Meadows Water Authority

JOB DESCRIPTIONS:

All Nevada Jobs

P.O. Box 30013
Reno, NV 89520

LIMITS OF LIABILITY:

WORKERS COMPENSATION

STATUTORY

OPERATIONS COVERED :

NEVADA

EXCESS WORKERS COMP INSURANCE :

Safety National Casualty

EMPLOYER'S LIABILITY LIMIT :

\$1,000,000/\$1,000,000/\$1,000,000

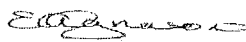
This Certificate is issued as a matter of information only. Should the member company's enrollment in the Self Insured Group be terminated before the date of expiration shown above, for any cause, the Nevada Transportation Network Self Insured Group and the Safety National Casualty Corporation will endeavor to mail 30 days written notice of such termination to the Certificate Holder named above. However, failure to mail such notice shall impose no obligation or liability upon the Nevada Transportation Network Self Insured Group or the Safety National Casualty Corporation, the Association Administrator, or any Party acting as a Trustee, Officer, Agent, or Appointee of the Nevada Transportation Network Self Insured Group or the Safety National Casualty Corporation.

Dated At

Carson City,

Nevada : October 3, 2016

By:



Title: Underwriter

**Nevada Transportation Network Self Insured Group &
Safety National Casualty Corporation - AM Best Rated A+ 14
NAIC #15105**

575 S. Saliman Road
Carson City, NV 89701-5000
Phone: (775) 887-2480 Fax: (775) 887-2481

October 3, 2016

Insured: FW Carson Company Inc
Member No: NTN15700
Policy No: NTN15700-2016-01

CERTIFICATE HOLDER:

Truckee Meadows Water Authority

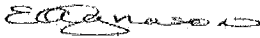
P.O. Box 30013
Reno, NV 89520

Effective: 12:01 AM on 01/01/2016 to 12:01 AM on 01/01/2017

This policy is changed to provide:

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

We have the right to recover from anyone liable for loss, all payments, which we have made to the Insured. We agree to allow the Insured to waive this right only to the extent that the Insured performs work under a written contract that requires the Insured to waive his rights of subrogation and the contract was executed before the loss.



Elaine Agnason
Underwriter