

Official Record

Recording requested By  
EUREKA COUNTY COMMISSIONERS

Eureka County - NV  
Mike Rebaleati - Recorder

Fee: Page 1 of 13  
RPTT: Recorded By: FS  
Book- 0474 Page- 0279

APN# N/A



Recording Requested by:

Name Eureka County Commissioners

Address P.O. Box 677

City/State/Zip Eureka, NV 89316

CONTRACT

2008 STREET MAINTENANCE PROJECT

(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2.  
(Additional recording fee applies)

This cover page must be typed or printed.

**EUREKA COUNTY**  
**2008 STREETS MAINTENANCE PROJECT**

**CONTRACT**

**THIS AGREEMENT**, made this 18<sup>th</sup> day of July, 2008, by and between MKD CONSTRUCTION, INC. Nevada State License Number 50061, hereinafter called CONTRACTOR, and EUREKA COUNTY, acting through its Board of County Commissioners, hereinafter called the OWNER.

**WITNESSETH:**

**THAT FOR** and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed that:

Article 1 - Scope of Work

The Contractor shall furnish all labor, materials and supplies, equipment and labor and other services necessary to perform all the work described in the Specifications and Contract Documents, entitled Eureka County 2008 Streets Maintenance Project.

Article 2 - Time of Completion

The work to be performed under this Contract shall be completed within sixty (60) calendar days from the date specified in the Notice to Proceed, unless the period for completion is extended as provided in the Special Conditions.

Should the Contractor fail or refuse to complete the work within the stipulated time, including any authorized extension of time, there shall be deducted from the monies due him, not as a penalty, but as liquidated damages, the sum of Five Hundred Dollars (\$500.00) for each calendar day required to complete the work in addition to the period of time herein before set forth.

Article 3 - Progress Payments

The Owner will pay the Contractor progress payments and the final payment in accordance with the methods set forth in the Special Provisions and this Contract.

Article 4 - Acceptance and Final Payment

As soon as practical, following the completion of the work, the Contractor shall make request by letter to the Engineer for a semi-final inspection after which the Engineer will furnish the Contractor a list of defective items, if any. Upon correction of the defective items, if any, the Contractor shall make request by letter to the Engineer for final inspection and acceptance of the work. If no further defects exist, and if in his opinion all provisions of the Specifications and Contract have been satisfied, the Engineer will recommend that the project be accepted at the next regularly scheduled Eureka County Commissioners meeting. Upon acceptance of the project by the Owner, the Engineer will complete the Notice of Completion and file said notice with the Eureka County Recorder. At the expiration of forty (40) calendar days following the filing of the Notice of



Completion, final payment shall be made as follows: After deducting all previous payments from the total value of the work, the remaining balance shall be paid, providing that no claims, liens, or outstanding debts have been filed against the work. Notwithstanding the expiration of forty (40) days, the Contractor, upon demand by the Owner, shall submit evidence satisfactory to the Owner that all payrolls, materials, bills and other indebtedness relating to the work performed, have been paid before final payment is made.

#### Article 5 - The Contract Sum

The Owner shall pay the Contractor, as full compensation for furnishing all materials and labor and doing all the work in strict accordance with the Specifications and to the satisfaction of the Engineer, amounts as set forth in the Proposal. This sum is to be paid in the manner and under the conditions hereinbefore specified.

#### Article 6 - Labor

That in the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and the Contractor shall not require more than eight (8) hours of labor in a day from any person employed by him hereunder, except as provided in NRS 608 and any applicable Federal regulations.

#### Article 7 - Performance and Labor and Material Bonds

The Contractor agrees that he will, before this Contract becomes effective, furnish the Owner with a Performance Bond and a Payment Bond, furnished by a company or companies acceptable to the Owner, each in an amount equal to one hundred percent (100%) of the estimated amount prior to beginning of construction.

The Performance Bond shall be conditioned that the work under the Contract shall be performed in accordance with the Specifications and the terms of this Agreement.

The Payment Bond shall be conditioned to provide and secure payment for all material, provisions, provender, and supplies, teams, trucks and other means of transportation used in or upon or about the work and for any labor done thereon.



0212159

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Article 8 - The Contract Documents

The following is an enumeration of the Contract Documents and they are as fully a part of the Contract as if hereto attached or hereto repeated:

Invitation to Bid  
Instructions to Bidders  
Proposal  
Base Bid Schedule  
List of Subcontractors  
Faithful Performance Bond  
Labor and Material Bond  
Standard Specifications  
for Public Works Construction and Addenda  
NDOT Standard Details  
for Road and Bridge Construction

Standard Details for  
Public Works Construction  
Bid Item Clarification  
General Provisions  
Special Provisions  
Plans / Figures  
Technical Provisions  
Supplemental Agreements  
Addenda (if any)

IN WITNESS WHEREOF, the said Contractor and the Owner, have caused the names of said parties to be affixed hereto, the day and year first above written.

OWNER (Eureka County)

By: 

Name: James P. Ithurralde

Title: Chairman, Eureka County Commissioner

CONTRACTOR

MKD CONSTRUCTION, INC.

By: 

Name: MICHAEL J. GROCK - PRESIDENT  
(Please type)

Address: P.O. BOX 22070

CARSON CITY, NV 89721

(SEAL)

ATTEST (Contractor):




Name: JOSEPH H. DOLL

(Please type)

Title: PROJECTS ADMINISTRATOR



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**FAITHFUL PERFORMANCE BOND FOR PUBLIC WORKS  
REQUIRED PURSUANT TO NRS CHAPTER 339**

**KNOW ALL PERSONS BY THESE PRESENTS, THAT** MKD Construction, Inc.

P.O. Box 22070 Carson City, Nevada 89721  
(Name and Address or Legal Designation of Contractor)

as Principal, hereinafter called "Principal" and Employers Mutual Casualty Company

P.O. Box 370010 Denver, Colorado 80237  
(Legal Designation and Address of Surety)

authorized to do business of surety in State of Nevada, as Surety, hereinafter called "Surety" are held and firmly bound unto Eureka, as Obligee, hereinafter called "Owner" for the use and benefit of claimants as hereinafter defined in the amount of One Million, One Hundred Forty Nine Thousand Dollars and Zero Cents, amount no less than one hundred percent (100%) of the contract amount, for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

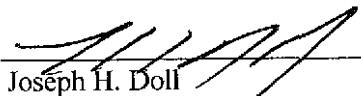
**WHEREAS**, Principal has, by written agreement dated July 18, 2008 entered into contract with Owner for Eureka County 2008 Streets Maintenance Project, which contract is attached hereto and by reference made a part hereof, and is hereinafter referred to as the "Contract."


**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION** is the condition that if the Principal as contractor in the Contract shall faithfully perform each and all of the conditions of the Contract to be performed by him at the times and places therein agreed upon and in conformity with the terms, specifications and conditions stated and referred to in the Contract, then this obligation shall be void; otherwise, it shall remain and be in full force and effect.

**THE SURETY**, for value received, hereby stipulates and agrees that no prepayment or delay in payment and no change, extension, addition or alteration of any provision of the Contract or in the plans, profiles, detailed drawings, specifications, and no forbearance on the part of the Owner shall operate to relieve Surety from liability on this bond and consent thereto without notice to or consent by Surety is hereby given, and the Surety hereby waives provisions of any law relating thereto.

**THIS BOND** is executed for the purpose of complying with the laws of the State of Nevada as contained in Chapter 339 of Nevada Revised Statutes, and all acts amendatory thereof and no right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

**IN THE PRESENCE OF:**


  
\_\_\_\_\_  
Joseph H. Doll

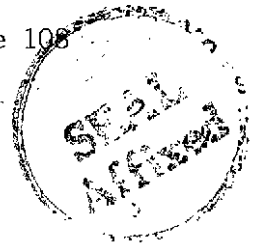
  
\_\_\_\_\_  
Stephanie Garahana

MKD Construction, Inc.  
\_\_\_\_\_  
Principal (Seal)

  
\_\_\_\_\_  
Title President Date July 18, 2008

Employers Mutual Casualty Company  
\_\_\_\_\_  
Surety (Seal)

  
\_\_\_\_\_  
Title Attorney-in-Fact  
Kevin W. Andrews  
450 Hillside Drive, Suite 108  
Mesquite, Nevada 89027  
800-360-8844



**LABOR AND MATERIAL BOND FOR PUBLIC WORKS  
REQUIRED PURSUANT TO NRS CHAPTER 339**

**KNOW ALL PERSONS BY THESE PRESENTS, THAT** MKD Construction, Inc.

P.O. box 22070 Carson City, Nevada 89721

(Name and Address or Legal Designation of Contractor)

as Principal, hereinafter called "Principal" and Employers Mutual Casualty Company

P.O. Box 370010 Denver, Colorado 80237

(Legal Designation and Address of Surety)

authorized to do business of surety in State of Nevada, as Surety, hereinafter called "Surety" are held and firmly bound unto Eureka County, as Obligee, hereinafter called "Owner" for the use and benefit of claimants as hereinafter defined in the amount One Million, One Hundred Forty Nine Thousand Dollars and Zero Cents, amount no less than one hundred percent (100%) of the contract amount, for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, Principal has, by written agreement dated July 18, 2008 entered into contract with Owner for Eureka County 2008 Streets Maintenance Project, which contract is attached hereto and by reference made a part hereof, and is hereinafter referred to as the "Contract."

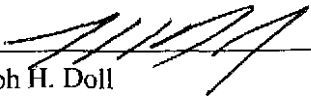
**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION** is the condition that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and materials used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

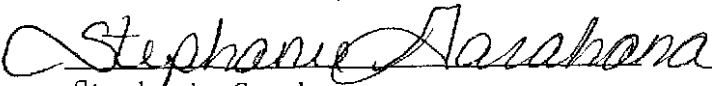
**THIS BOND** is executed for the purpose of complying with the laws of the State of Nevada as contained in Chapter 339 of Nevada Revised Statutes, and all acts mandatory thereof, and this Bond shall inure to the benefit of any and all persons who perform labor upon or furnish materials to be used in or furnish appliances, teams or power contributing to, the work described in said contract, in accordance with provisions of Chapter 339 of Nevada Revised Statutes.

Any suit or action brought on this bond shall be maintained in accordance with provisions as set forth in Chapter 339 of Nevada Revised Statutes, and all acts amendatory thereof.

IN WITNESS WHEREOF, the above Principal and the above Surety hereunto set their hands and seals, this 16th day of July, 2008.

IN THE PRESENCE OF:

  
\_\_\_\_\_  
Joseph H. Doll


  
\_\_\_\_\_  
Stephanie Garahana



MKD Construction, Inc.  
Principal (Seal)

  
\_\_\_\_\_  
Title President Date July 18, 2008

Employers Mutual Casualty Company  
Surety (Seal)

  
\_\_\_\_\_  
Title Attorney-in-Fact  
Kevin W. Andrews  
450 Hillside Drive, Suite 108  
Mesquite, Nevada 89027  
800-360-8844



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# EMC Insurance Companies

No. 791199

P.O. Box 712 • Des Moines, IA 50306-0712

## CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation
7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

KEVIN W. ANDREWS, STEPHANIE GARAHANA, GUYANNE L. HANSEN, JEFFREY G. SHIELDS, WM. SCOTT SHIELDS,  
 JACE PEARSON, VICKI SORENSEN, CRAIG B. HURST, GAYLE WOOD, INDIVIDUALLY, SALT LAKE CITY, UTAH .....  
 LUKE W. JACKSON, MACK G. JACKSON, INDIVIDUALLY, ST. GEORGE, UTAH .....

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

### ANY AND ALL BONDS

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire APRIL 1, 2010 unless sooner revoked.

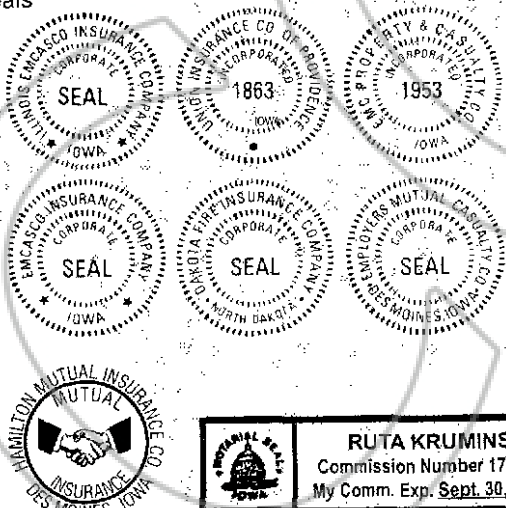
## AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

**RESOLVED:** The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused these presents to be signed for each by their officers as shown; and the Corporate seals to be hereto affixed this 1ST day of FEBRUARY, 2008

Seals



Bruce G. Kelley  
 Bruce G. Kelley, Chairman  
 of Companies 2, 3, 4, 5 & 6; President  
 of Company 1; Vice Chairman and  
 CEO of Company 7

Jeffrey S. Birdsley  
 Jeffrey S. Birdsley  
 Assistant Secretary

On this 1ST day of FEBRUARY AD 2008 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Jeffrey S. Birdsley, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Secretary, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Jeffrey S. Birdsley, as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of each of the Companies. My Commission Expires September 30, 2009.

Ruta Krumins  
 Notary Public in and for the State of Iowa

### CERTIFICATE

I, David L. Hixenbaugh, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on FEBRUARY 1, 2008 on behalf of Kevin W. Andrews, Stephanie Garahana, Guyanne L. Hansen, Jeffrey G. Shields, Wm. Scott Shields, Jace Pearson, Vicki Sorensen, Craig B. Hurst, Gayle Wood, Luke W. Jackson, Mack G. Jackson are true and correct and are still in full force and effect.

in T Company this 16th day of July, 2008  
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David L. Hixenbaugh  
 Vice-President

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID CP  
MKDCO-1

DATE (MM/DD/YYYY)  
07/16/08

<b>PRODUCER</b> Universal Business Insurance 6360 South 3000 East, Suite 205 Salt Lake City UT 84121 Phone: 801-943-8844 Fax: 801-943-4411	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> MKD Construction, Inc. Karen & Don Grock PO Box 22070 Carson City NV 89721	INSURER A	*Travelers Insurance Company
	INSURER B	
	INSURER C	
	INSURER D	
	INSURER E	

## COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CO-0387L760-TIA-08	03/14/08	03/14/09	EACH OCCURRENCE	\$ 1,000,000
					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
					MED EXP (Any one person)	\$ 5,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS - COMPIOP AGG	\$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Hired Phys Dam	810-0387L760-TIL-08	03/14/08	03/14/09	COMBINED SINGLE LIMIT (Ea accident)	\$ 1000000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS	OTH-ER
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
A	<b>Equipment Floater Leased/Rented</b>	QT660-9469B983-TIL-08	03/14/08	03/14/09	L/R	\$250,000 Ded \$ 500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
**Eureka County Commissioners, its officers, employees & Associates are listed as additional insured with respects to general liability**

<b>CERTIFICATE HOLDER</b> EUREKA1 Eureka County Commissioners PO Box 714 Eureka NV 89316	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Kevin W. Andrews <i>KW Andrews</i>
--	---

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

## **BLANKET ADDITIONAL INSURED (CONTRACTORS)**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
  - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
  - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of *you or your subcontractor in the performance of "your work"* to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
  - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
  - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
    - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
    - ii. Supervisory, inspection, architectural or engineering activities.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
  - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
    - c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
  - ii. The names and addresses of any injured persons and witnesses; and
  - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
  - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. -DEFINITIONS:

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

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



**PRODUCER**  
 Stetson-Beemer & Company, Inc.  
 690 East Plumb Lane, #100  
 Reno, NV 89502

**INSURED**  
 MKD Construction, Inc.  
 PO Box 22070  
 Carson City, NV 89721

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**COMPANIES AFFORDING COVERAGE**

COMPANY A	Benchmark Insurance Compa	Financial Strength Rating Best (A-Excellent VI)
COMPANY B		
COMPANY C		
COMPANY D		

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS (in Thousands)
	<b>GENERAL LIABILITY</b>				BODILY INJURY OCC \$ BODILY INJURY AGG \$ PROPERTY DAMAGE OCC \$ PROPERTY DAMAGE AGG \$ BI & PD COMBINED OCC \$ BI & PD COMBINED AGG \$ PERSONAL INJURY AGG \$
	<b>AUTOMOBILE LIABILITY</b>				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ BODILY INJURY & PROPERTY DAMAGE COMBINED \$
	<b>EXCESS LIABILITY</b>				EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	WC360-0000340-2008A	1/1/2008	1/1/2009	<input checked="" type="checkbox"/> STATUTORY LIMITS EACH ACCIDENT \$ 1,000,000 DISEASE - POLICY LIMIT \$ 1,000,000 DISEASE - EACH EMPLOYEE \$ 1,000,000
	<b>UMBRELLA FORM</b>				
	<b>OTHER THAN UMBRELLA FORM</b>				
	<b>ANY AUTO</b>				
	<b>ALL OWNED AUTOS (Private Pass)</b>				
	<b>ALL OWNED AUTOS (Other than Private Passenger)</b>				
	<b>HIRED AUTOS</b>				
	<b>NON-OWNED AUTOS</b>				
	<b>GARAGE LIABILITY</b>				
	<b>PREMISES OPERATIONS</b>				
	<b>UNDERGROUND</b>				
	<b>EXPLOSION &amp; COLLAPSE HAZARD</b>				
	<b>PRODUCTS/COMPLETED OPER</b>				
	<b>CONTRACTUAL</b>				
	<b>INDEPENDENT CONTRACTORS</b>				
	<b>BROAD FORM PROPERTY DAMAGE</b>				
	<b>PERSONAL INJURY</b>				
	<b>CONTRACTUAL</b>				
	<b>INDEPENDENT CONTRACTORS</b>				
	<b>BROAD FORM PROPERTY DAMAGE</b>				
	<b>PERSONAL INJURY</b>				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

2008 Streets Maintenance Project

ALL LABOR, COVERAGE & EXPOSURE WITHIN THE SCOPE OF ANY OWNER CONTROLLED INSURANCE PROJECTS (OCIP) IS EXCLUDED UNDER THIS CERTIFICATE

Eureka County  
 P.O. Box 714  
 Eureka, NV 89316

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE *[Signature]*