

**Agreement for Construction  
Mission Springs Water District  
66575 Second Street  
Desert Hot Springs, CA 92240  
Telephone 760-329-6448 – FAX 760-329-2482**

**For your protection, make sure that you read and understand all provisions before signing. The terms on pages 2 - 6 are incorporated in this document and will constitute a part of the agreement between the parties when signed.**

TO: **Rollapart Buildings, Inc.  
Rasmussen Construction Co.  
2815 Cushman Road  
Fallon, Nevada 89406**

DATE: 10-18-19  
PROJECT DIR# 1000024164  
DIR# 344411

PROJECT: **Well 42 Building Design and Construction**

The undersigned Contractor offers to furnish the following:

**All Work/Services per the attached Exhibit A – Scope of Work/Proposal provided by ROLLAPART BUILDINGS, INC., and per Exhibit B – Term, Early Termination & Notice**

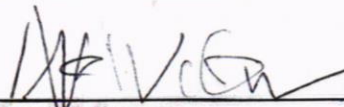
Contract price \$: Not to Exceed \$179,138.00

Term: Effective as of the Agreement DATE above. All work must be completed within three hundred and sixty-five (365) consecutive calendar days from issuance of the Notice to Proceed

Instructions: Sign and return the originals. Upon acceptance by Mission Springs Water District, a copy will be signed by its authorized representative(s) and promptly returned to you. Insert the names of your authorized representative(s) below.

Accepted: Mission Springs Water District

Consultant: Rollapart Buildings, Inc.  
(Business Name)

By:   
Arden Wallum

By:   
Dave Rasmussen

Title General Manager

Title PRESIDENT

Other authorized representative(s):

Other authorized representative(s):

Danny Friend  
Director of Engineering & Operations

Contractor or supplier (Contractor) agrees with the Mission Springs Water District (MSWD) that:

- a) **Indemnification:** To the fullest extent permitted by law, Contractor will immediately defend, indemnify and hold harmless MSWD, its directors, officers, employees, or authorized volunteers (collectively the District) from all claims and demands of all persons arising out of or in connection with this Contract or the performance of the work or the furnishing of materials; including but not limited to, claims by the Contractor or Contractor's employees for damages to persons or property except for the sole negligence or willful misconduct or active negligence of MSWD, its directors, officers, employees, or authorized volunteers. Contractor shall immediately defend upon the MSWD's tender, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against MSWD, its officials, officers, agents, employees and representatives, notwithstanding whether Contractor's liability is or can be established; Contractor's obligation to indemnify shall survive the termination or completion of this agreement for the full period of time allowed by law and shall not be restricted by the insurance requirements of this Contract or to insurance proceeds, if any received by MSWD, or its directors, officers, employees, or authorized volunteers.
- b) Contractor shall not accept direction or orders from any person other than the General Manager or the person(s) whose name(s) is (are) inserted on Page 1 as "other authorized representatives."
- c) Payment, unless otherwise specified on Page 1, is to be (30) thirty days after acceptance and approval by the Mission Springs Water District of Contractor's invoice.
- d) Permits required by governmental authorities will be obtained at Contractor's expense, and Contractor shall comply with local, state and federal regulations and statutes including the Cal/OSHA requirements.
- e) Any change in the scope of the work to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the work will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by a supplemental agreement executed by the Mission Springs Water District. Contractor's "authorized representative(s)" has (have) the authority to execute such written change for Contractor.

### **INSURANCE REQUIREMENTS**

**Workers' compensation Coverage:** By his/her signature hereunder, Contractor certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of the work of this agreement. Contractor and sub-contractors will keep workers' compensation insurance for their employees in effect during all work covered by this agreement.

**Commercial General Liability and Automobile Liability Insurance** - The Contractor shall provide and maintain the following commercial general liability and automobile liability insurance before beginning any work:

Contractor or supplier (Contractor) agrees with MSWD that:

**Coverage** - Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)
2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto)

**Limits** - The Contractor shall maintain limits no less than the following:

1. General Liability – Two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater for bodily injury, personal injury and property damage and products & completed operations liability. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (via ISO endorsement at least as broad as the ISO CG 2503, or ISO CG 2504, provided to MSWD) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.
3. Excess Liability - The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the MSWD (if agreed to in a written contract or agreement) before the Mission Springs Water District's own primary or self-Insurance shall be called upon to protect it as a named insured.

**Required Provisions** - The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. MSWD, its directors, officers, employees, and authorized volunteers are to be given insured status at least as broad as ISO endorsement CG 2010 11 85; or both CG 20 10 10 01 and CG 20 37 04 13 (or the 20 10 04 13 (or earlier edition date) specifically naming all of the MSWD parties required in this agreement, or using language that states "as required by contract"). All Subcontractors hired by Contractor must also have the same forms or coverage at least as broad; as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; and automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to MSWD, its directors, officers, employees, or authorized volunteers.
2. For any claims related to this project, the Contractor's insurance shall be primary insurance as respects MSWD, its directors, officers, employees, or authorized volunteers using the ISO CG 20 01 04 13 or coverage at least as broad. Any insurance, self-insurance, or other coverage maintained by the MSWD, its directors, officers, employees, or authorized volunteers shall not contribute to it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to MSWD, its directors, officers, employees, or authorized volunteers.
4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the MSWD.

Such liability insurance shall indemnify the Contractor and his/her sub-contractors against loss from liability imposed by law upon, or assumed under contract by, the Contractor or his/her sub-contractors for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.

The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

All of the insurance shall be provided on policy forms and through companies satisfactory to MSWD.

**Deductibles and Self-Insured Retentions** - Any deductible or self-insured retention must be declared to and approved by MSWD. At the option of MSWD, the insurer shall either reduce or eliminate such deductibles or self-insured retentions. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named or additional insureds, co-insurers, and/or insureds other than the First Named Insured.

**Acceptability of Insurers** - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A-: VII or equivalent or as otherwise approved by MSWD.

**Evidences of Insurance** - Prior to execution of the agreement, the Contractor shall file with MSWD a certificate of insurance (Acord Form 25 or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. **Such evidence shall include (1) attached additional insured endorsements with primary & non-contributory wording, (2) Workers' Compensation waiver of subrogation, and (3) a copy of the CGL declarations or endorsement page listing all policy endorsements, and confirmation that coverage includes or has been modified to include Required Provisions 1-5 above.** The District reserves the right to obtain complete, certified copies of all required insurance policies, at any time. Contractor shall maintain the Insurance required by this agreement for a period of not less than 10 years following the termination or completion of this agreement. Contractor further waives all rights of subrogation under this agreement. Failure to continually satisfy the Insurance requirements is a material breach of contract.

If any of the required coverages expire during the term of this agreement, the Contractor shall deliver the renewal certificate(s) including the general liability additional insured endorsement to MSWD at least ten (10) days prior to the expiration date. Failure to comply with any of the Insurance requirements shall constitute a material breach of contract.

The Insurance requirements in this agreement do not in any way represent or imply that such coverage is sufficient to adequately cover the Contractor's obligations under this agreement. All Insurance or self-insurance coverage and limits applicable to a given loss or available to the named insured shall be available and applicable to the additional insured. The insurance obligations under this agreement are independent of and in addition to the defense and indemnity obligations contained elsewhere in this agreement and shall not in any way act to limit or restrict the defense or Indemnity or additional insured obligations of the Contractor or the Contractor's insurance carrier, and shall be for (1) the full extent of the Insurance or self-insurance coverages and limits carried by or available to the Contractor, or (2) the minimum Insurance coverage and amounts shown in this agreement; whichever is greater. District reserves the right to add such other parties as may be required in the future to the indemnity and additional insured requirements of this agreement.

## **GENERAL CONDITIONS**

**Laws, Regulations and Permits** - The Contractor shall give all notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the conduct of the work. The Contractor shall be liable for all violations of the law in connection with work furnished by the Contractor. If the Contractor observes that the drawings or specifications are at variance with any law or ordinance, rule or regulation, he/she shall promptly notify the MSWD authorized representative(s) in writing and any necessary changes shall be made by written instruction or change order. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules or regulations and without giving notice to the MSWD authorized representative(s), the Contractor shall bear all costs arising there from.

**Safety** - The Contractor shall execute and maintain his/her work so as to avoid injury or damage to any person or property. The Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work.

In carrying out his/her work, the Contractor shall at all times exercise all necessary precautions for the safety, health and sanitation of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state and local statutory and regulatory requirements including California Department of Industrial Relations (Cal/OSHA) regulations. In case of conflict in regulations, the most stringent shall apply. The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. Safety precautions, as applicable, shall include but shall not be limited to: adequate life protection and lifesaving equipment; adequate illumination; instructions in accident prevention for all employees, such as the use of machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection, and other safety devices; equipment and wearing apparel as are necessary or lawfully required to prevent accidents, injuries, or illnesses; and adequate facilities for the proper inspection and maintenance of all safety measures.

It is a condition of this contract, and shall be made a condition of each subcontract which the contractor enters into pursuant to this contract, that the Contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under Cal/OSHA safety and health standards.

The Contractor shall be responsible for the safeguarding of all utilities. At least two working days before beginning work, the Contractor shall call the Underground Service Alert (USA) in order to determine the location of sub-structures. The Contractor shall immediately notify the MSWD and the utility owner if he/she disturbs, disconnects, or damages any utility.

In accordance with Section 6705 of the California Labor Code, the Contractor shall submit to the MSWD specific plans to show details of provisions for worker protection from caving ground during excavations of trenches of five feet or more in depth. The excavation/trench safety plan shall be submitted to and accepted by the MSWD prior to starting excavation. The trench safety plan shall have details showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground. If such a plan varies from the shoring system standards established by the Construction Safety Orders of the California Department of Industrial Relations (Cal/OSHA), the plan shall be prepared by a California registered civil or structural engineer. As part of the plan, a note shall be included stating that the registered civil or structural engineer certifies that the plan complies with the Cal/OSHA Construction Safety Orders, or that the registered civil or structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping or other provisions of the Safety Orders. In no event shall the Contractor use a shoring, sloping, or protective system less effective than that required by said Construction Safety Orders.

Submission of this plan in no way relieves the Contractor of the requirement to maintain safety in all areas. If excavations or trench work requiring a Cal/OSHA permit are to be undertaken, the Contractor shall submit his/her permit with the excavation/trench work safety plan to the MSWD before work begins.

The names and telephone numbers of at least two medical doctors practicing in the vicinity and the telephone number of the local ambulance service shall be prominently displayed adjacent to telephones.

This work is subject to the State of California "Prevailing Wage Rates". This work is subject to the requirements of California Labor Code Section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. In accordance with provisions of Section 1773 of the Labor Code, the Director of the Department of Industrial Relations (DIR) has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes applicable to the particular craft, classification, or type of workers employed on the work.

Pursuant to SB 854, no contractor or subcontractor may work on a public works project unless registered with DIR for contracts awarded on/after April 1, 2015. General Contractors shall ensure all subcontractors executing work under the contract are DIR registered. All public works contractors and subcontractors to furnish electronic certified payroll records directly to the Labor Commissioner using the California Division of Labor Standards Enforcement's online portal

## EXHIBIT A

**Rollapart Buildings, Inc.  
Rasmussen Construction Co.  
2815 Cushman Road  
Fallon, Nevada 89406  
775-741-2826 Fax: 775-867-5542  
CA Lic. # A300518**

**Budget Estimate Submitted to:**

Mission Springs Water District  
66575 Second Street  
Desert Hot Springs, Calif 92240

**Date**

July 5, 2019

**Job site:**

MSWD well 42

**We hereby submit estimates to:**

Provide all necessary materials, labor, tools, supervision and equipment to perform the following:  
Provide and install one (1) RollApart building shell 16' wide x 32' long x 10' eave height consisting of a fixed section (16' x 21') and a movable section (16' x 11') with a 2' 0" eave and gable extension complete with pre-finished siding, pre-finished roofing, insulation, trim, standard factory paint on structural steel, standard weather stripping and exterior chemical enclosure as specified below.  
Building shall include (3) 3' 0" x 7' 0" standard personnel doors with closers as well as framed openings for (2) exhaust fans and (3) intake louvers.  
Siding shall consist of 3" thick sandwich type panels with a 26 ga. metal factory pre-finished (white) interior and a 24 ga. stucco appearing factory pre-finished exterior (color to be determined).  
Roofing (color to be determined) shall consist of Spanish tile appearing metal roofing over 2" rigid foam with a finished white facing to the interior of the building.  
Chemical chlorine enclosure shall be freestanding self-supporting 8' 0" wide x 8' 0" with a 3' 0" x 7' 0" door in the front and same siding and roofing as RollApart building. Interior surfaces of chemical storage locker shall be coated with a minimum 3.0 mil epoxy paint similar to Tnemec L69.  
One move-in, move-out mobilization is included. Building fabrication, shipping, freight to job site and all applicable taxes are also included.  
Estimate is predicated on one move-in move out period with uninterrupted work sequence. Estimate is also based on prevailing wage labor, non-union personnel. Scope and price are based on RollApart's standard insurances and safety policies and programs.  
Any other trade work, and trade work not specific to tasks aforementioned, including but not limited to electrical, concrete, HVAC, interior framing, door lock protectors/ pull plates, locks, cyber locks, all glass and glazing, subframing, tank supports, etc. is excluded. Inspections, permits and associated fees are the responsibility of others. All materials shall be provided by our stock suppliers unless otherwise specified above.

**California Only:**

**NOTICE TO OWNER: Contractors are required by law to be licensed and regulated by the contractors' state license board. Any questions concerning a contractor may be referred to the registrar of the board whose address is: Contractors' State License Board, 3132 Bradshaw Rd., Sacramento, Ca. 95827**

**We Propose** hereby to furnish materials, supervision, labor materials and tools-complete in accordance with above specifications for the sum of: **One Hundred Seventy-Nine Thousand One Hundred Thirty-Eight Dollars and Zero Cents (\$179,138.00)**

Payment to be made as follows: 20% down (\$35,827.60), 42% (\$75,237.96) upon release for fabrication, Balance (\$68,072.44) (freight and onsite installation) payable in regular progress draws.

All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature: \_\_\_Dave Rasmussen\_\_\_

Accepted Signature: \_\_\_\_\_

Note: Personnel door located in North Endwall (movable section) will have a 1" step at threshold to enable ability to roll.

## EXHIBIT B

### Term, Early Termination & Notice

#### Well 42 Building Design and Construction

##### **A. Term of Agreement**

This construction agreement shall be effective upon approval by the parties thereof and shall expire one (1) year from the effective Agreement DATE therein. This contract also terminates and replaces any previous agreements between the District and Rollapart Buildings, Inc. for the Well 42 Building Design and Construction.

##### **B. Early Termination of Agreement**

This agreement may be terminated at any time upon two (2) week Notice from either party, and without fault or claim for damages by either party.

##### **C. Notice**

All correspondence and Notices will be sent to the following addresses as noted below for Mission Springs Water District and Rollapart Buildings, Inc.

##### **OWNER**

Attn: Danny Friend  
Mission Springs Water District  
66575 Second Street  
Desert Hot Springs, CA 92240

##### **CONTRACTOR**

Attn: Dave Rasmussen  
Rollapart Buildings, Inc.  
2815 Cushman Road  
Fallon, Nevada 89406





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/11/2019

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

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

<b>PRODUCER</b> Ferguson-Leavitt Insurance Agency, Inc 1662 Hwy 395, Suite 101 Minden NV 89423		<b>CONTACT NAME:</b> Janie L Ferguson <b>PHONE (A/C, No, Ext):</b> (775)782-5489 <b>FAX (A/C, No):</b> (775)782-3630 <b>E-MAIL ADDRESS:</b> janie-ferguson@leavitt.com	
<b>INSURED</b> Rollapart Buildings Inc. 2815 Cushman Road Fallon NV 89406		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Mt Hawley Insurance Company <b>INSURER B:</b> Allied Group <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 37974 10127	

**COVERAGES**

CERTIFICATE NUMBER: CL1941602506

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	Y	MGL0189067	11/5/2018	11/5/2019	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ACPBAL3037422447	11/5/2018	11/5/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							Medical payments	\$ 5,000
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		X	FOLLOW FORM EXCESS MXL0425817	11/5/2018	11/5/2019	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

Certificate holder is additional insured per written agreement, policy forms and endorsements - endorsements attached

Project: Well 42 Building Design &amp; Construction

**CERTIFICATE HOLDER**

Mission Springs Water District, its directors, officers and employees  
 66575 Second Street  
 Desert Hot Springs, CA 92240

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

J Ferguson-Exec/FERG

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**Mt. Hawley Insurance Company**  
 9025 North Lindbergh Drive, Peoria, IL 61615  
 Phone: (309) 692-1000

**COMMERCIAL GENERAL LIABILITY POLICY  
 DECLARATIONS**

Renewal of **MGL0188304**

Policy No. **MGL0189067**

Named Insured and Mailing Address:

**Rollapart Buildings, Inc.**  
**David E Rasmussen**  
**dba: David Rasmussen Construction**  
**2815 Cushman Road**  
**Fallon, NV 89406**

Producer: **32517**

**CRC Insurance Services, Inc.**  
**1551 N Tustin Avenue**  
**Suite 450**  
**Santa Ana, CA 92705**

Policy Period: From **11/05/2018** to **11/05/2019** at 12:01 A.M. Standard Time at your mailing address shown above.  
 In return for the payment of premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

LIMITS OF INSURANCE				
General Aggregate Limit (Other Than Products – Completed Operations)	\$		2,000,000	
Products – Completed Operations Aggregate Limit	\$		2,000,000	
Personal and Advertising Injury Limit	\$		1,000,000	
Each Occurrence Limit	\$		1,000,000	
Damage To Premises Rented To You Limit	\$		50,000	
Medical Expense Limit	\$		5,000	Any One Person
DESCRIPTION OF BUSINESS AND LOCATION OF PREMISES				
Form of Business: <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Trust <input type="checkbox"/> Limited Liability Company				
<input checked="" type="checkbox"/> Organization (Other than Partnership, Joint Venture, or Limited Liability Company)				
Business Description: <b>Metal Building Construction</b>				
Location of All Premises You Own, Rent or Occupy: <b>Same as above</b>				
PREMIUM				
Classification	Code No.	Premium Basis	Rate	Advance Premium
<b>Metal Building Construction</b>	<b>91596</b>	<b>\$1,000,000</b> <b>Per \$1000 Gross Revenue</b>	<b>\$7.70</b>	<b>\$7,700</b>
<b>Minimum Premium: \$1,925</b>				
<b>Minimum Audit Premium: \$7,700</b>				
Total Advance Premium <b>\$ 7,700</b> (Payable at inception)				
FORMS AND ENDORSEMENTS				
Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue: <b>See Schedule of Endorsements</b>				

Countersigned:

By   
 Authorized Representative

THESE ENDORSEMENTS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

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

## **COMMERCIAL COVERAGE SCHEDULE OF ENDORSEMENTS**

The following is a listing of endorsements by Form Number and Title that form a part of the policy at issue:

<b>CG-0001(04/13)</b>	<b>CGL Coverage Form (Occurrence)</b>
<b>IL-0021(07/02)</b>	<b>Nuclear Energy Liability Exclusion Endorsement</b>
<b>IL-0017(11/98)</b>	<b>Common Policy Conditions</b>
<b>CG-2010(04/13)</b>	<b>Additional Insured - Owners, Lessees or Contractors</b>
<b>CG-2037(04/13)</b>	<b>Additional Insured - Owners, Lessees or Contractors</b>
<b>CG-2154(01/96)</b>	<b>Wrap-up Exclusion</b>
<b>CG-2404(05/09)</b>	<b>Waiver of Transfer of Rights of Recovery Against Others</b>
<b>CG-2503(05/09)</b>	<b>Per Project General Aggregate</b>
<b>CGL-397(02/13)</b>	<b>State-Specific Construction Exclusion</b>
<b>CG-2001(04/13)</b>	<b>Primary And Noncontributory - Other Insurance Condition</b>
<b>CG-2107(05/14)</b>	<b>Exclusion - Access Or Disclosure Of Confidential Or Personal Information</b>
<b>CG-2147(12/07)</b>	<b>Exclusion - Employment Related Practices</b>
<b>CG-2279(04/13)</b>	<b>Exclusion - Professional Liability</b>
<b>CGL-102A(08/16)</b>	<b>Contractors - Conditions of Coverage</b>
<b>CGL-212(08/09)</b>	<b>Absolute Exclusion - Asbestos</b>
<b>CGL-213(08/09)</b>	<b>Absolute Exclusion - Lead</b>
<b>CGL-228(03/05)</b>	<b>Conditional Exclusion - Roofing Operations</b>
<b>CGL-2426(10/16)</b>	<b>Amendment Of Insured Contract Definition</b>
<b>CGL-333(02/08)</b>	<b>Amendment of Other Insurance - Excess Provision</b>
<b>CGL-335(03/10)</b>	<b>Absolute Exclusion - Pollution</b>
<b>CGL-350(08/09)</b>	<b>Breach of Contract Exclusion</b>
<b>CGL-351(02/09)C</b>	<b>Premium Computation Endorsement</b>
<b>CGL-352(12/12)</b>	<b>Exclusion - Residential Developments &amp; Condominiums</b>
<b>CGL-356(05/00)</b>	<b>EIFS Exclusion</b>
<b>CGL-358(08/09)</b>	<b>Discrimination Exclusion</b>
<b>CGL-365(10/15)</b>	<b>Mold, Mildew, Fungus or Bacteria Exclusion</b>
<b>CGL-366(03/18)</b>	<b>Continuous Or Progressive Injury And Damage Exclusion</b>
<b>CGL-372(10/03)</b>	<b>Absolute Silica Exclusion</b>
<b>CGL-377(01/07)</b>	<b>Cross Liability Exclusion (Named Insured)</b>
<b>CGL-482(04/17)</b>	<b>Related Entity Endorsement</b>
<b>RIL-099(07/16)</b>	<b>Service of Suit Endorsement</b>
<b>RIL-2126CBA(01/15)</b>	<b>Exclusion - Terrorism</b>
<b>ILF-0001C(04/16)</b>	<b>Signature Page</b>

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**

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

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –  
SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>	<b>Location(s) Of Covered Operations:</b>
Mission Springs Water District	RE: Installation of new rollapart building for Well 42 of the Mission Springs Water District
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. SECTION II – WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal or advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

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

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

This endorsement modifies insurance provided under the following:

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

### SCHEDULE

Name of Additional Insured Person(s) or Organization(s)	Location and Description of Completed Operations
All persons or organizations where required by written contract.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

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

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

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

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

whichever is less.

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

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

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

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

## **DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Designated Construction Project(s):</b>	
All projects.	
<b>General Aggregate Capped At:</b>	\$5,000,000
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I – Coverage A**, and for all medical expenses caused by accidents under **Section I – Coverage C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **Coverage A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **Coverage C** regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits."
  3. Any payments made under **Coverage A** for damages or under **Coverage C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
  4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I – Coverage A**, and for all medical expenses caused by accidents under **Section I – Coverage C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under **Coverage A** for damages or under **Coverage C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of **Section III – Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply as stipulated.



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

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

This endorsement modifies insurance provided under the following:

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

### **SCHEDULE**

**Name of Person or Organization:**

All persons or organizations where required by written contract.

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

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

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

**CERTIFICATE of COVERAGE**  
**Workers' Compensation**  
**Builders Assoc. of Western Nevada 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

<b>MEMBER COMPANY</b>	
David E Rasmussen dba Rollapart Buildings Inc	<b>Policy No :</b> BAWN10573-2019-01
2815 Cushman Drive Fallon, NV 89406	

<b>Dates of Coverage:</b> 12:01 AM on 01/01/2019 to 12:01 AM on 01/01/2020
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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 Builders Assoc. of Western Nevada 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 5012 to the Builders Assoc. of Western Nevada Self Insured Group effective Thursday, April 15, 1999.

<b>CERTIFICATE HOLDER:</b> Mission Springs Water District  66575 Second Street Desert Hot Springs, CA 92240	<b>JOB DESCRIPTIONS:</b> All Nevada Jobs and all Nevada based employees working on California job sites.
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<b>LIMITS OF LIABILITY:</b>	WORKERS COMPENSATION	STATUTORY
<b>OPERATIONS COVERED :</b>	NEVADA	
<b>EXCESS WORKERS COMP INSURANCE :</b>	Safety National Casualty	
<b>EMPLOYER'S LIABILITY LIMIT :</b>	\$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 Builders Assoc. of Western Nevada 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 Builders Assoc. of Western Nevada 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 Builders Assoc. of Western Nevada Self Insured Group or the Safety National Casualty Corporation.

**Dated At**  
**Carson City,**

**Nevada :** September 13, 2019

By: 

**Title: Underwriter**

**Builders Assoc. of Western Nevada 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

September 13, 2019

**Insured:** David E Rasmussen dba Rollapart Buildings Inc  
**Member No:** BAWN10573  
**Policy No:** BAWN10573-2019-01

**CERTIFICATE HOLDER:**

Mission Springs Water District

66575 Second Street

Desert Hot Springs, CA 92240

**Effective:** 12:01 AM on 01/01/2019 to 12:01 AM on 01/01/2020

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