

**CITY OF NORTH LAS VEGAS
CONSTRUCTION CONTRACT**

BID NO: 1743

DATE: 12/17/2024

NAME OF CONTRACTOR: Communication Electronic Systems, Inc.

ADDRESS OF CONTRACTOR: 4080 E. Lake Mead Boulevard, Suite A
Las Vegas, NV 89115

Individual ☐ Partnership ☐ Corporation ☒

in the State of NV

Contract for 365 & 375 W. CENTENNIAL PKWY FIRE ALARM UPGRADE

in the amount of ONE HUNDRED EIGHT THOUSAND NINE HUNDRED NINETY FOUR DOLLARS
AND NO CENTS (\$108,994.00).

THIS CONTRACT entered into, effective this date by the City of North Las Vegas, Nevada, hereinafter called CITY, represented by the Mayor, executing this Contract, and the individual, partnership, or corporation named above, hereinafter called CONTRACTOR, witnesseth that the parties hereto do mutually agree as follows:

STATEMENT OF WORK: The CONTRACTOR shall furnish all labor, equipment and materials and perform the Work above described for the amount stated above in strict accordance with the Contract Documents, including the Specifications of the CITY and the schedule of Drawings and other requirements, all of which are incorporated herein by reference. All Work is the sole responsibility of the CONTRACTOR unless specifically provided otherwise.

TIME FOR COMPLETION: The Work which the CONTRACTOR is required to perform under this Contract shall be commenced at a time stipulated by the CITY in the written "Notice-to-Proceed" and shall be completed according to the following:

(30 Consecutive Calendar Days to construction completion of the project which is to be completed no later than February 28, 2025, including completion of punch list items, final cleanup and demobilization)

LIQUIDATED DAMAGES: Liquidated Damages as provided for in the specifications and conditions shall be assessed in the amounts stated below per day for each calendar day after the construction completion date, or applicable extension thereof as provided in the Specifications and Requirements, that completion of the Work is delayed.


- 1) Liquidated Damages for failure to complete the requirements for the Construction Completion milestone within the time period indicated shall be ONE THOUSAND AND FIVE HUNDRED DOLLARS (\$1,500) per day.
- 2) Liquidated Damages for late contract documents noted in the Contract Award Instructions Section CI.14 shall be TWO HUNDRED DOLLARS (\$200) per day.

- 3) Liquidated Damages for late submittals noted in the Contract Award Instructions Section Cl.15 shall be TWO HUNDRED DOLLARS (\$200) per day.
- 4) Liquidated Damages for late permit submittals noted in the Contract Award Instructions Section Cl.16 shall be TWO HUNDRED DOLLARS (\$200) per day.

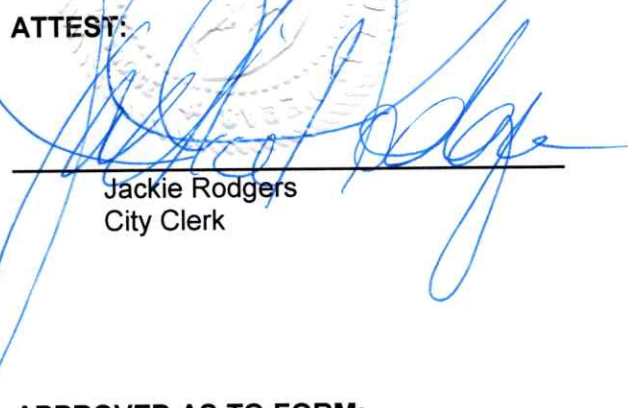
IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date entered on the first page hereof.

CITY OF NORTH LAS VEGAS


By


Micaela R. Moore
City Manager

ATTEST:


Jackie Rodgers
City Clerk

APPROVED AS TO FORM:


Andrew Moore
City Attorney

**COMMUNICATION ELECTRONIC
SYSTEMS, INC.**

By


Josh Claunch
Partner

CITY OF NORTH LAS VEGAS
PERFORMANCE BOND

BOND NUMBER 30221297

DATE EXECUTED December 5, 2024

IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NRS 683A.090. NOTE: INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE. ISSUING COMPANY MUST HOLD CERTIFICATES OF AUTHORITY AS ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY WITH LISTING IN THE DEPARTMENT OF TREASURY, FISCAL SERVICE, (DEPARTMENT CIRCULAR 570, CURRENT REVISION) AND AS LISTED WITH A. M. BEST COMPANY WITH A RATING OF A OR BETTER.

KNOW ALL MEN BY THESE PRESENTS, that we, the CONTRACTOR AND SURETY, are held and firmly bound unto the City of North Las Vegas, Nevada, hereinafter referred to as the City, in the penal sum of \$ 108,994.00 for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
*One Hundred Eight Thousand Nine Hundred Ninety Four and NO/100 Dollars

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the CONTRACTOR entered into a certain Contract with the City, to perform all Work required under the Bidding Schedule(s), Bid No. 1743, of the City's specifications, entitled 365 & 375 W. CENTENNIAL PKWY FIRE ALARM UPGRADE.

NOW THEREFORE, if said CONTRACTOR shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions and agreements of said Contract during the original term of said Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, that any modifications in the Work to be done or the materials to be furnished, which may be made pursuant to the terms of said Contract, shall not in any way release either said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract release either said Contractor or said Surety, and notice of such modifications or extensions of the Contract is hereby waived by said Surety.

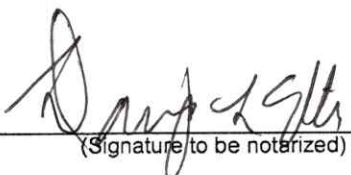
SIGNED this 5th day of December, 2024

Contractor: Communication Electronic Systems, Inc.

Surety: Western Surety Company

David Ellis, President

(Authorized Representative and Title)

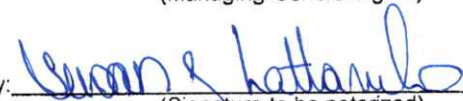
By: 
(Signature to be notarized)

750854

(State of Nevada, License Number)

Lockton Companies

(Managing General Agent)

By: 
(Signature to be notarized)

Susan J. Lattarulo, Attorney-in-Fact

Address: 151 N. Franklin Street

Chicago, IL 60606

Telephone: 312-822-5000

Email: daniel.ewing@cnsurety.com

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

CITY OF NORTH LAS VEGAS
LABOR AND MATERIAL PAYMENT BOND

BOND NUMBER 30221297

DATE EXECUTED December 5, 2024

IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NRS 683A.090. NOTE: INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE. ISSUING COMPANY MUST HOLD CERTIFICATES OF AUTHORITY AS ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY WITH LISTING IN THE DEPARTMENT OF TREASURY, FISCAL SERVICE, (DEPARTMENT CIRCULAR 570, CURRENT REVISION) AND AS LISTED WITH A. M. BEST COMPANY WITH A RATING OF A OR BETTER.

KNOW ALL MEN BY THESE PRESENTS, That we, the CONTRACTOR AND SURETY, are held and firmly bound unto the City of North Las Vegas, Nevada, hereinafter referred to as the City, in the penal sum of \$ 108,994.00 for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

^{*One Hundred Eight Thousand Nine Hundred Ninety Four and NO/100 Dollars}
THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the CONTRACTOR entered into a certain Contract with the City, to perform all Work required under the Bidding Schedule(s), Bid No. 1743, of the City's specifications, entitled 365 & 375 W. CENTENNIAL PKWY FIRE ALARM UPGRADE.

NOW THEREFORE, if said CONTRACTOR, fails to pay for any materials, equipment, or other supplies, or for rental of same, used in connection with the performance of Work contracted to be done, or for amounts due under applicable State Law for any work or labor thereon, said Surety will pay for the same in an amount not exceeding the sum specified above and in the event suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court. This bond shall insure to the benefit of any persons, companies or corporations entitled to file claims under applicable State Law. This bond shall remain in effect until two (2) years after the date of final acceptance of the Work by the City Council.

PROVIDED, that any modifications in the Work to be done or the materials to be furnished, which may be made pursuant to the terms of said Contract, shall not in any way release either said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract release either said Contractor or said Surety, and notice of such modifications or extensions of the Contract is hereby waived by said Surety.

SIGNED this 5th day of December, 20 24

Contractor: Communication Electronic Systems, Inc.

David Ellis, President

(Authorized Representative and Title)

By: 

(Signature to be notarized)

Surety: Western Surety Company

750854

(State of Nevada, License Number)

Lockton Companies

(Managing General Agent)

By: 

(Signature to be notarized)

Susan J. Lattarulo, Attorney-in-Fact

Address: 151 N. Franklin Street

Chicago, IL 60606

Telephone: 312-822-5000

Email: daniel.ewing@cnsurety.com

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

CITY OF NORTH LAS VEGAS
GUARANTEE BOND

BOND NUMBER 30221297

DATE EXECUTED December 5, 2024

IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NRS 683A.090. NOTE: INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE. ISSUING COMPANY MUST HOLD CERTIFICATES OF AUTHORITY AS ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY WITH LISTING IN THE DEPARTMENT OF TREASURY, FISCAL SERVICE, (DEPARTMENT CIRCULAR 570, CURRENT REVISION) AND AS LISTED WITH A. M. BEST COMPANY WITH A RATING OF A OR BETTER.

GUARANTEE for Communication Electronic Systems, Inc. 4080 E Lake Mead #A, Las Vegas, NV 89115
(Name and Address of Prime Contractor)

We hereby guarantee that the 365 & 375 W. CENTENNIAL PKWY FIRE ALARM UPGRADE which we have constructed, has been completed in accordance with the Contract Documents, and that the Work as constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of the Work together with any other adjacent Work which may be damaged in so doing, that may prove to be defective in workmanship or materials within a period of one year from the date of final acceptance of the above-named Work by the City of North Las Vegas, State of Nevada, without expense whatsoever to the City of North Las Vegas, ordinary wear and unusual abuse or neglect are exempted.

In the event of our failure to comply with the above-mentioned conditions within five (5) days after being notified in writing by the City of North Las Vegas, Nevada, we collectively or separately do hereby authorize the City of North Las Vegas to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand.

Date of Completion 02/28/2025 (estimated)

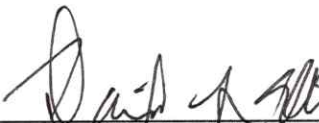
SIGNED this 5th day of December, 20 24

Contractor: Communication Electronic Systems, Inc.

Surety: Western Surety Company

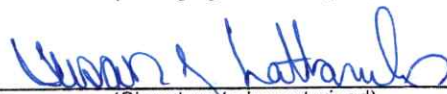
David Ellis, President

(Authorized Representative and Title)

By: 
(Signature to be notarized)

750854
(State of Nevada, License Number)

Lockton Companies
(Managing General Agent)

By: 
(Signature to be notarized)
Susan J. Lattarulo, Attorney-in-Fact

Address: 151 N. Franklin Street

Chicago, IL 60606

Telephone: 312-822-5000

Email: daniel.ewing@cnsurety.com

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Susan J Lattarulo, Thomas McCoy, Kelli E Housworth, Travis J Robles, Individually

of Denver, CO, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 3rd day of October, 2023.



WESTERN SURETY COMPANY

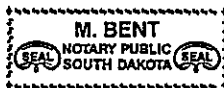
Larry Kasten, Vice President

State of South Dakota } ss
County of Minnehaha }

On this 3rd day of October, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 5th day of December, 2024



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

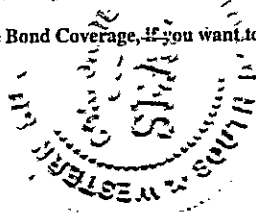
Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.



ACKNOWLEDGMENT

STATE OF Nevada

COUNTY OF Clark

On 12/5/24, before me, Carolyn Cowgill

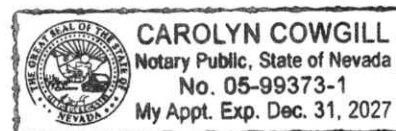
Personally appeared David Ellis

Who proved to me on the basis of satisfactory evidence to be the person(s) whose names(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 persons(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Carolyn Cowgill

(Seal)



ACKNOWLEDGMENT

STATE OF Colorado

COUNTY OF Denver

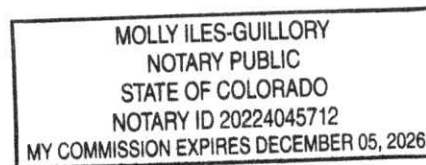
On 12-5-24, before me, Molly Iles-Guillory

Personally appeared Gusan S. Lattarulo

Who proved to me on the basis of satisfactory evidence to be the person(s) whose names(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 persons(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature [Signature]



(Seal)



CERTIFICATE OF LIABILITY INSURANCE

7/8/2025

DATE (MM/DD/YYYY)

12/6/2024

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

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

PRODUCER Lockton Companies, LLC 8110 E Union Avenue Suite 100 Denver CO 80237 (303) 414-6000	CONTACT NAME: PHONE (A/C No. Ext): E-MAIL ADDRESS:	FAX (A/C, No):
INSURED 1327197 Communication Electronic Systems, Inc. 4080 East Lake Mead, Suite A Las Vegas, NV 89115	INSURER(S) AFFORDING COVERAGE	
	INSURER A: North Pointe Insurance Company	NAIC # 27740
	INSURER B: OBE Insurance Corporation	39217
	INSURER C: Regent Insurance Company	24449
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 21206182 **REVISION NUMBER:** XXXXXXXX

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 OTHER:	Y	Y	175000010	7/8/2024	7/8/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	165000010	7/8/2024	7/8/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	195000008	7/8/2024	7/8/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	155000036	12/1/2024	12/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: \$5105, 365&375 W Centennial Pkwy, 365 & 375 W Centennial Pkwy N Las Vegas, NV 89131. City Of North Las Vegas, its officers, employees and volunteers are included as Additional Insured as respects to General Liability if required by written contract. Coverage is primary and non-contributory. Waiver of Subrogation applies in favor of Additional Insured as respects to General Liability if required by written contract.

CERTIFICATE HOLDER**CANCELLATION** See Attachments**21206182**The City Of North Las Vegas
2250 Las Vegas Blvd #243
Las Vegas NV 89020

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

AUTHORIZED REPRESENTATIVE

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If the policy is cancelled by the issuing company during the policy term, for other than non-payment of premium, 30 days notice will be provided to the certificate holder named below.

Pollution policy includes asbestos.

GL deductible - \$0

AL comp/coll deductible- \$2,500

WC deductible - \$0

AM Best Ratings:

North Pointe Insurance Company - AXV

QBE Insurance Corporation - AXV

Twin City Fire Insurance Company - A+XV

Houston Casualty Company - A++XV



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY WRITTEN CONTRACT OR AGREEMENT

Name of Insured: Communication Electronic Systems Inc
Policy Number: 165000010
Endorsement Number: CA-BA-2004 (12-20)
Effective Date of Endorsement: 07/08/2024
Name of Insurer: NORTH POINTE INSURANCE COMPANY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

ADDITIONAL INSURED BY WRITTEN CONTRACT OR AGREEMENT

SECTION II — COVERED AUTOS LIABILITY COV-
ERAGE, A. Coverage, 1. Who Is An Insured is
amended by the addition of the following:

Any person or organization to whom you are required
by a written contract or agreement to provide addi-
tional insured status is an "insured" under Covered
Autos Liability Coverage, but only to the extent that
person or organization qualifies as an "insured" under
Section II.A.1. Who Is An Insured of this Coverage
Form.

The written contract or agreement must be in effect
during the policy period shown in the Declarations
and must have been executed prior to the "bodily in-
jury" or "property damage".

All other terms and conditions of this policy remain un-
changed.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT
CAREFULLY.

DESIGNATED INSURED — PRIMARY AND NON-CONTRIBUTORY

Name of Insured: Communication Electronic Systems Inc
Policy Number: 165000010
Endorsement Number: CA-U-2014 (12-20)
Effective Date of Endorsement: 07/08/2024
Name of Insurer: NORTH POINTE INSURANCE COMPANY

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Insured(s): Any person or organization you are required under a written contract or agreement in effect prior to loss or damage to add as an additional insured to this policy, but only to extent required by the written contract or agreement, including any limits of insurance specified therein.

- A. The following is added to the Other Insurance Condition in the BUSINESS AUTO COVERAGE FORM and the Other Insurance – Primary And Excess Insurance Provisions in the MOTOR CARRIER COVERAGE FORM and supersedes any provision to the contrary:

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

1. Such "insured" is named in the SCHEDULE above;
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 such "insured"; and

3. Such contract or agreement is in effect during the policy period and is signed and executed before any damage or "loss" occurs.

- B. The following is added to the Other Insurance Condition in the AUTO DEALERS COVERAGE FORM and supersedes any provision to the contrary:

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

1. Such "insured" is named in the SCHEDULE above;



Includes copyrighted material of Insurance Services Office, Inc.,
with its permission.

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 such "insured"; and
3. Such contract or agreement is in effect during the policy period and is signed and executed before any damage or "loss" occurs.

All other terms and conditions of the policy remain unchanged.

Knowledge of an "accident", claim, "suit" or "loss" by your agent, servant or "employee" shall not be considered knowledge by you unless you, your insurance manager or any other person you designate has received notice of the "accident", claim, "suit" or "loss" from your agent, servant, or "employee".

U. WAIVER OF SUBROGATION

SECTION IV — BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us is amended as follows:

This condition does not apply to any person or organization to which you waived this condition by written contract or agreement, but only to the extent that subrogation is waived prior to the "accident" or "loss" under a contract with that person or organization.

V. CANCELLATION CONDITION

Subject to any statute or regulation requiring a longer time period, if we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 90 days prior to the effective date of cancellation.

W. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV — BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation Or Fraud is amended by the addition of the following:

Any unintentional failure to disclose all exposures or hazards existing as of the effective date of this Coverage Form or at any time during the policy period will not invalidate or adversely affect the coverage for such exposure or hazard. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery.

X. POLICY PERIOD, COVERAGE TERRITORY

SECTION IV — BUSINESS AUTO CONDITIONS, B. General Conditions, 7. Policy Period, Coverage Territory is replaced by:

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and
- (5) Anywhere else in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 30 days or less,

provided that the "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada, or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

Y. DEFINITION OF BODILY INJURY AMENDED

SECTION V — DEFINITIONS, Paragraph C. is replaced the following:

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, injury or illness or emotional distress and/or death resulting from any of these at any time.

None of the extensions provided under this coverage endorsement apply if coverage is more specifically identified elsewhere in the policy or endorsements, for which a premium charge is made or a higher limit is identified. Under no circumstances is any limit provided under this extension to be combined with a limit provided elsewhere in the policy or endorsements.

All other terms and conditions of this policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY COVERAGE ENHANCEMENT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM (OCCURRENCE VERSION)

PRELIMINARY STATEMENT – This endorsement broadens coverage provided under the Commercial General Liability Coverage Form (Occurrence Version). However, further limitations and exclusions may apply to these coverages. Read all provisions of this endorsement and the entire policy carefully to determine all rights, duties, coverages and limitations provided.

- | | |
|--|---|
| A. ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED IN AN AGREEMENT WITH YOU | J. INSURED CONTRACT – LEASE OF PREMISES |
| B. ADDITIONAL INSURED – ARCHITECTS, ENGINEERS OR SURVEYORS | K. KNOWLEDGE OR NOTICE OF OCCURRENCE |
| C. ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER | L. MEDICAL PAYMENTS |
| D. BODILY INJURY REDEFINITION | M. NEWLY ACQUIRED OR FORMED ORGANIZATION |
| E. BORROWED EQUIPMENT | N. NON OWNED WATERCRAFT |
| F. BROAD FORM NAMED INSURED | O. REASONABLE FORCE |
| G. CANCELLATION CONDITION | P. SUPPLEMENTARY PAYMENTS |
| H. DAMAGE TO PREMISES RENTED TO YOU | Q. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS |
| I. GOOD SAMARITAN SERVICES | R. WAIVER OF SUBROGATION |



A. ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED IN AN AGREEMENT WITH YOU

1. **SECTION II – WHO IS AN INSURED** is amended to include as an additional insured any person(s) or organization(s) for whom you have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy with respect to liability for "bodily injury", "property damage" or "personal and advertising injury", subject to the following additional provisions:

- a. The written contract or agreement must be in effect during the policy period shown in the Declarations and must have been executed prior to the "bodily injury", "property damage", or "personal and advertising injury".
- b. This insurance does not apply to or for the benefit of any person or organization renting or leasing property from you or performing work for you or on your behalf.
- c. With regard to any coverage provided to the insured added by Paragraph A. of this endorsement, Paragraph 4. **Other Insurance** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, applies. However, if the written contract or agreement which requires the person or organization be added as an insured specifically requires that this insurance apply without regard to other valid and collectible primary insurance available to that insured, Paragraph 4. **Other Insurance** Subparagraph a. **Primary Insurance** is replaced by the following:
 - a. **Primary Insurance**
 This insurance is primary except when b. below applies.
 However, no coverage will be provided if, in the absence of this endorsement, no liability would be imposed by law on you.
- d. The person or organization added as an additional insured by this endorsement is an insured only as follows:

- (1) **Lessors of Leased Equipment** – but only with respect to liability caused by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

This insurance does not apply to:

- (a) Any "occurrence" which takes place after the equipment lease expires; or
- (b) "Bodily injury" or "property damage" arising out of or in any way related, in whole or in part to the sole negligence of such person or organization.

- (2) **Owners, Lessees or Contractors** – but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused by:

- (a) Your acts or omissions; or
- (b) The acts or omissions of those acting on your behalf;
 in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

With respect to insurance afforded to such additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of or in any way related, in whole or in part, to the rendering of or failure to render any "professional service".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any "professional service".

Solely for the purposes of the coverage provided by this Paragraph (2), **SECTION V – DEFINITIONS** is amended by the addition of the following:

"Professional service" includes but is not limited to:

- (b)Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings or specifications;
 - (c)Inspection, supervision, quality control, architectural or engineering activities done by or for you on a project on which you serve as construction manager;
 - (d)Engineering services, including related supervisory or inspection services;
 - (e)Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction;
 - (f)Any health or therapeutic service treatment, advice or instruction;
 - (g)Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy;
 - (h)Any service, treatment, advice or instruction relating to physical fitness, including service, treatment, advice or instruction in connection with diet, cardiovascular fitness, bodybuilding or physical training programs;
 - (i)Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
 - (j)Body piercing services;
 - (k)Services in the practice of pharmacy;
 - (l)Law enforcement or firefighting services; and
 - (m)Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.
- (3) **Owners, Managers, or Lessors of Premises** – but only with respect to liability caused by the ownership, maintenance or use of that part of the premises leased or rented to you, subject to the following additional provisions:
- This insurance does not apply to:
- (a)Any "occurrence" which takes place after you cease to be a tenant in any premises leased to or rented to you; or
 - (b)Any structural alterations, new construction or demolition operations performed by or on behalf of such person(s) or organization(s).
- (4) **State or Governmental Agency or Subdivision or Political Subdivision – Permits or Authorizations** – but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.
- This insurance does not apply to:
- (a)"Bodily injury", "property damage", or "personal and advertising injury" arising out of or in any way related, in whole or in part, to operations performed for the federal government, state or municipality; or
 - (b)"Bodily injury" or "property damage" included within the "products- completed operations hazard".
- (5) **Vendors** – but only with respect to "bodily injury" or "property damage" caused by "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional provisions and only if the policy to which this endorsement is attached provides insurance for "bodily injury" and "property damage" included in the "products-completed operations hazard".
- This insurance does not apply to:
- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a written contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b)Any express warranty unauthorized by you;

- (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of or in any way related, in whole or in part, to the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - 1. The exceptions contained in Subparagraphs (d) or (f); or
 - 2. Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

This insurance does not apply to any insured person or organization from whom you have acquired such products, or any container, part or ingredient entering into, accompanying or containing such products.

- 2. The insurance afforded to such additional insured described in Paragraph A.1. of this endorsement:
 - a. Only applies to the extent permitted by law; and
 - b. Will not be broader than that which you are required by the written contract or agreement to provide for such additional insured.
- 3. With respect to the insurance afforded to such additional insureds described in Paragraph A.1. of this endorsement, **SECTION III – LIMITS OF INSURANCE** is amended by the addition of the following:

The most we will pay on behalf of the additional insured is the amount of insurance:

 - a. Required by the written contract or agreement described in Paragraph A.1.; or
 - b. Available under the applicable limits of insurance;

whichever is less. This Additional Insured coverage shall not increase the applicable limits of insurance shown in the Declarations.

B. ADDITIONAL INSURED – ARCHITECTS, ENGINEERS OR SURVEYORS

- 1. When you have agreed in a written contract or agreement to provide them coverage as an additional insured under your policy, **SECTION II — WHO IS AN INSURED** is amended to include as an additional insured any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused by your acts or omissions or the acts or omissions of those acting on your behalf:
 - a. In connection with your premises; or
 - b. In the performance of your ongoing operations.

However, the insurance afforded to such additional insured:

 - i. Only applies to the extent permitted by law; and
 - ii. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- 2. The written contract or agreement must be in effect during the policy period shown in the Declarations and must have been executed prior to the "bodily injury", "property damage", or "personal and advertising injury".
- 3. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of or in any way related, in whole or in part, to the rendering of or failure to render any professional services by or for you, including:

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by or for you.

4. With respect to the insurance afforded to such additional insured, SECTION III – LIMITS OF INSURANCE is amended by the addition of the following:

The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the contract or agreement; or

b. Available under the applicable limits of insurance;

whichever is less. This Additional Insured coverage shall not increase the applicable limits of insurance shown in the Declarations.

C. ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER

1. When you have agreed in a written contract or agreement to provide them coverage as an additional insured under your policy, **SECTION II — WHO IS AN INSURED**, is amended to include as an additional insured any person or organization that is a mortgagee, assignee or receiver, but only with respect to their liability as mortgagee, assignee or receiver and caused by the ownership, maintenance or use by you of a premises shown as a covered location in the Declarations.

However, the insurance afforded to such additional insured:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. The written contract or agreement must be in effect during the policy period shown in the Declarations and must have been executed prior to the "bodily injury", "property damage", or "personal and advertising injury".
3. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

4. With respect to the insurance afforded to such additional insured, SECTION III – LIMITS OF INSURANCE is amended by the addition of the following:

The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the contract or agreement; or

b. Available under the applicable limits of insurance;

whichever is less. This Additional Insured coverage shall not increase the applicable limits of insurance shown in the Declarations.

D. BODILY INJURY REDEFINITION

SECTION V – DEFINITIONS, Paragraph 3. is replaced by:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, injury or illness or emotional distress and/or death resulting from any of these at any time.

E. BORROWED EQUIPMENT

1. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, 2. Exclusions, Paragraph j. **Damage to Property** is amended by the addition of the following to the end thereof:

Paragraph (4) of this exclusion does not apply to "property damage" to equipment you borrow from others at a jobsite.

2. **SECTION III – LIMITS OF INSURANCE** is amended by the addition of the following to the end thereof: Subject to Paragraph 5. above, the most we will pay under Coverage A for damages caused by "property

F. BROAD FORM NAMED INSURED

SECTION II — WHO IS AN INSURED, Paragraph 2. is amended by the addition of the following:

Any subsidiary organization which is legally incorporated or organized under the laws of the states, territories or possessions of the United States of America in which you own a financial interest greater than 50% of the voting stock or otherwise maintain a controlling interest over assets and for which you have the responsibility of placing insurance on the effective date of this Coverage Form.

However, the insurance provided by this provision does not apply to any subsidiary organization described above that is an insured under:

1. Any other general liability policy for which coverage has been specifically placed; or
2. Any other general liability policy where that policy's limit of insurance has been exhausted or that carrier has become insolvent.

In addition, the insurance provided by this provision does not apply to "bodily injury", "property damage" or "personal and advertising injury" which arises out of, whether in whole or in part, from any "occurrence" or offense prior to your acquisition or formation of the subsidiary organization stated above.

G. CANCELLATION CONDITION

Subject to any statute or regulation requiring a longer time period, if we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 90 days prior to the effective date of cancellation.

H. DAMAGE TO PREMISES RENTED TO YOU

1. The last paragraph in **SECTION I — COVERAGES, COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, 2. Exclusions is replaced by:

Exclusions c. through n. do not apply to "property damage" by fire; smoke from a "hostile fire"; explosion; lightning; smoke resulting from such explosion or lightning; collision by "mobile equipment" or leakage from fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III — LIMITS OF INSURANCE**.

2. **SECTION III — LIMITS OF INSURANCE**, Paragraph 6. is replaced by:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay in any one event under **COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY** for damages because of "property damage" from fire; smoke from a "hostile fire"; explosion; lightning; smoke resulting from such explosion or lightning; collision by "mobile equipment" or leakage from fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner.

I. GOOD SAMARITAN SERVICES

1. **SECTION II — WHO IS AN INSURED**, Paragraph 2.a.(1) is amended by the addition of the following to the end thereof:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c), and (d) above do not apply to "bodily injury" caused by providing or failing to provide "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer physician. Any such "employees" or "volunteer workers" providing or failing to provide "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

2. **SECTION III — LIMITS OF INSURANCE**, Paragraph 5. is amended by the addition of the following to the end thereof:

For purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "Good Samaritan services" to any one person will be deemed to be one "occurrence".

3. **SECTION V — DEFINITIONS** is amended as follows

a. The definition of 13. "Occurrence" is amended by the addition of the following:

"Occurrence" also means an act or omission committed in providing or failing to provide "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional

b. The following definition is added:

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

J. INSURED CONTRACT — LEASE OF PREMISES

SECTION V — DEFINITIONS, Paragraph 9.a. is replaced by the following:

- a. A contract for lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "property damage" by fire; smoke from a "hostile fire", explosion; lightning; smoke resulting from such explosion or lightning; collision by "mobile equipment" or leakage from fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

K. KNOWLEDGE OR NOTICE OF OCCURRENCE

SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit is amended by the addition of the following to the end thereof:

Knowledge or notice of an "occurrence", offense, claim or "suit" by your agent, servant or "employee" shall not be considered knowledge by you unless you, your insurance manager or any other person you designate has received notice of the "occurrence", offense, claim or "suit" from your agent, servant, or "employee."

L. MEDICAL PAYMENTS

SECTION I — COVERAGES, COVERAGE C — MEDICAL PAYMENTS, 1. Insuring Agreement, Paragraph

a. is replaced by:

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations,
- provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within three years of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

M. NEWLY ACQUIRED OR FORMED ORGANIZATIONS

SECTION II — WHO IS INSURED, Paragraph 3. is replaced by the following:

Throughout this policy, the words "you" and "your" also refer to any subsidiary organization you newly acquire or form and over which you maintain 50% or more ownership interest, but only if there is no similar insurance available to that organization.

However:

- a. Named Insured does not include any subsidiary organization where similar insurance is unavailable because the organization has exhausted that policy's limits of insurance or the other carrier has become insolvent.
- b. The coverage does not apply to "bodily injury", "property damage" or "personal and advertising injury" which occurred prior to your acquisition or formation of the organization.
- c. Unless you notify us to add coverage to your policy, the coverage under this provision is afforded only until:
 - (1) The 180th day after you acquire or form the organization, or
 - (2) The end of the policy period, whichever is earlier.

N. NON OWNED WATERCRAFT

SECTION I — COVERAGES, COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, g. Aircraft, Auto Or Watercraft, Paragraph (2) is replaced by:

- (2) A watercraft you do not own that is:
 - (a) Less than 75 feet long; and
 - (b) Not being used to carry persons or property for a charge.

O. REASONABLE FORCE

SECTION I — COVERAGES, COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, Paragraph a. Expected or Intended Injury is replaced by:

a. Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

P. SUPPLEMENTARY PAYMENTS

SECTION I — COVERAGES, SUPPLEMENTARY PAYMENTS — COVERAGES A AND B is replaced by:
SUPPLEMENTARY PAYMENTS — COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
- e. All court costs taxed against the "insured" in any "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit",

we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:

(1) Agrees in writing to:

- (a) Cooperate with us in the investigation, settlement or defense of the "suit";
- (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
- (c) Notify any other insurer whose coverage is available to the indemnitee; and
- (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses, or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

Q. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations is amended by the addition of the following to the end thereof:

Any unintentional failure to disclose all exposures or hazards existing as of the effective date of the Commercial

General Liability Coverage Form or at any time during the policy period will not invalidate or adversely affect the coverage for such exposure or hazard. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after the exposure or hazard is discovered. This provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

R. WAIVER OF SUBROGATION

SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following to the end thereof:

This condition does not apply to any person or organization to which you waived this condition by written contract or agreement, subject to the following additional provisions:

The written contract or agreement containing such waiver must:

1. Be in effect during the policy period shown in the Declarations, and
2. Have been executed prior to the "bodily injury" or "property damage".

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13
(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

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

State	Entity Name	Contract or Project Number	Description of Work	Waiver Pre- mium	Waiver Type
					Blanket

For a Blanket Waiver, you have agreed to execute a waiver of your right to recover from any person or organization.

However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	12/01/2024	Policy No.	155000036	Endorsement No.	000
Insured	Communication Electronic Systems, Inc.			Premium	
Insurance Company	REGENT INSURANCE COMPANY	Countersigned by	_____		



The City Of North Las Vegas
2250 Las Vegas Blvd #243
Las Vegas NV 89020

To whom it may concern:

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to ***paperless delivery*** of Certificates of Insurance, thus this is your final hard-copy delivery.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID **21206182**.

- Email: mountainwestdelivery@lockton.com
- Phone: 303-728-8060

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

*The above inbox and phone number is for automating electronic delivery of certificates only. **Please do NOT send future certificate requests** to this inbox or contact the phone number below with email updates.*

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Companies

Lockton Companies
8110 E. Union Avenue, Suite 100
Denver, CO 80237

POLICY NUMBER: 175000010

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19**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
Any person or organization you are required under a written contract or agreement in effect prior to loss or damage to add as an additional insured to this policy, but only to the extent required by the written contract or agreement, including any limits of insurance specified therein.	Any location where you completed operations, and you are required to add the person or organization described in Name of Additional Insured Person(s) Or Organization(s) of this SCHEDULE as an additional insured.
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
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;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: 175000010

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

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

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization you are required under a written contract or agreement in effect prior to loss or damage to add as an additional insured to this policy, but only to the extent required by the written therein.	Any location where you completed operations, and you are required to add the person or organization described in Name of Additional Insured Person(s) Or Organization(s) of this SCHEDULE as an
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 and 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.

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 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.

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

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

1. Required by the contract or agreement; or

**2. Available under the applicable limits of insurance;
whichever is less.**

This endorsement shall not increase the applicable limits of insurance.

CLARK COUNTY BUSINESS LICENSE

MULTI-JURISDICTIONAL ID 1002096462

LICENSE NUMBER: 2005076-240

LICENSE PERIOD: 11/01/2024 - 04/30/2025

LICENSEE IS AUTHORIZED TO CONDUCT BUSINESS IN THE
FOLLOWING JURISDICTIONS:

CLARK COUNTY (Primary)
CITY OF HENDERSON
CITY OF LAS VEGAS
CITY OF NORTH LAS VEGAS

POST IN A CONSPICUOUS PLACE AT THE BUSINESS LOCATION

ISSUED TO:

Communication Electronic Systems Inc.
4080 E Lake Mead Blvd Ste A
Las Vegas, NV 89115

BUSINESS LOCATION ADDRESS:

4080 E Lake Mead Blvd Ste A
Las Vegas, NV 89115

TYPE OF LICENSE: Contractors

All signage must conform to standards set forth in Clark County Codes 30.72 and 30.48. Business owners are responsible to keep business property free of trash and graffiti, conform to all zoning codes requirements and, if applicable, all conditions set forth in a Notice of Final Action issued by Comprehensive Planning.

Current Planning Comments:

C-2 zone. Approved for administrative office only for contractor.

DISCLAIMER

ISSUANCE OF A BUSINESS LICENSE IS NOT AN ENDORSEMENT OF THE BUSINESS PRACTICE OF THE LICENSEE.
PLEASE SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

Vincent V. Queano

VINCENT V. QUEANO
DIRECTOR OF BUSINESS LICENSE

DEPARTMENT OF BUSINESS LICENSE

500 S GRAND CENTRAL PARKWAY
BOX 551810

LAS VEGAS NV 89155-1810
PHONE: (702) 455-4340

MULTI-JURISDICTIONAL ID 1002096462
LICENSE NUMBER: 2005076-240
LICENSE PERIOD: 11/01/2024 - 04/30/2025

<u>Receipt Number</u>	<u>Date Paid</u>	<u>Reference Number</u>
322149900	10/02/2024	2TAK8VLKA607SBE

FEE:	425.00
PENALTY:	
OTHER:	
TOTAL AMOUNT:	425.00

PLEASE NOTE:

Clark County Code 6.04.090(l) The director and any other officer designated by the director shall have the power and authority to enter any store, building or other place in which such business is being conducted at any time during the business hours and have the access to inspect the business for the purpose of ascertaining compliance with the provisions of the Clark County Code and any applicable franchise agreements.

Clark County Code 6.08.090(b) The director and any other officer designated by the director shall have the power and authority to enter any store, building or other place in which such business is being conducted at any time during the business hours and have the access to the books and records of such business for the purpose of ascertaining payment of license fees and compliance with the provisions of the Clark County Code and application franchise agreements.

A RENEWAL BILLING FOR EACH LICENSE WILL BE SENT PRIOR TO THE EXPIRATION DATE, HOWEVER THE FAILURE TO RECEIVE THIS NOTIFICATION DOES NOT WAIVE PAYMENT NOR THE ENFORCEMENT OF PENALTIES IF PAID AFTER DUE DATES.

IF YOU HAVE MOVED THE LOCATION OF YOUR BUSINESS, MADE A CHANGE OF NAME OR OWNERSHIP, PLEASE NOTIFY THE DEPARTMENT OF BUSINESS LICENSE IMMEDIATELY AS IT EFFECTS THE VALIDITY OF THIS LICENSE.