

SECOND AMENDMENT TO CLEANING, INSPECTION, AND REPAIR SERVICES AGREEMENT

This Second Amendment to Cleaning, Inspection, and Repair Services Agreement (“Second Amendment”) is effective _____ (“Effective Date”) by and between the City of North Las Vegas, a political subdivision of the State of Nevada (“City”), and Fire-Dex GW, LLC doing business as Gear Wash Las Vegas, an Ohio limited liability company (“Provider”). The City and the Provider are jointly referred to as the “Parties.”

RECITALS

WHEREAS, on September 11, 2023, the Parties entered into the Cleaning, Inspection, and Repair Services Agreement (“Original Agreement”), a copy of which is attached hereto as Exhibit A;

WHEREAS, on March 13, 2024, the City and Provider entered into the First Amendment to amend the Compensation Section of the Original Agreement, a copy of which is attached hereto as Exhibit B (collectively, the First Amendment and the Original Agreement may be referred to as the “Agreement”);

WHEREAS, the Parties wish to amend the Compensation Section to increase the annual not-to-exceed amount under the Agreement from Ninety-Five Thousand Dollars and 00/100 (\$95,000.00) to an annual not-exceed amount of One Hundred Thirty Thousand Dollars and 00/100 (\$130,000.00).

WHEREAS, the Agreement shall be amended as described herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

AGREEMENT

1. Section 3 of the Agreement shall be deleted and replaced with the following:

“Provider will provide the Services at the rate listed in Exhibit A, which includes all fees for time and labor, overhead materials, equipment, insurance, licenses, and any other costs. Periodic progress billings will be due and payable within 30 days of presentation of invoice, provided that each invoice is complete, correct, and undisputed by the City. No additional compensation shall be paid, and no increase in the time of performance shall be awarded to the Provider without the prior written authorization of the City to proceed with such changes. The annual not to exceed amount of this Agreement is One Hundred Thirty Thousand Dollars and 00/100 (\$130,000.00). The total not to exceed amount of this Agreement is Six Hundred Fifty Thousand Dollars and 00/100 (\$650,000.00) as indicated in Schedule A below.”

Schedule A	
Term	Amount
September 19, 2023- June 30, 2024	\$110,000.00
July 1, 2024-June 30, 2025	\$130,000.00
July 1, 2025-June 30, 2026	\$130,000.00
July 1, 2026- September 18, 2026	\$20,000.00
First Renewal Option	\$130,000.00
Second Renewal Option	\$130,000.00
Total	\$650,000.00

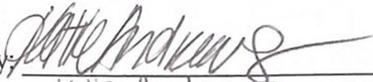
2. In all other aspects, the parties confirm and re-affirm the terms and provisions of the Original Agreement.

IN WITNESS WHEREOF, the Provider and the City have caused this Second Amendment to be executed as of the day and year indicated above.

City of North Las Vegas,
a Nevada municipal corporation

Fire-Dex GW, LLC
d/b/a Gear Wash Las Vegas
an Ohio limited liability company

By: _____
Pamela A. Goynes-Brown, Mayor

By: 
Name: Katie Andrews
Title: Regional Operations Manager

Attest:

By: _____
Jackie Rodgers, City Clerk

Approved as to Form:

By: _____
Andy Moore, Acting City Attorney

EXHIBIT A

Original Agreement

Please see attached page(s).

CLEANING, INSPECTION, AND REPAIR SERVICES AGREEMENT

This Cleaning, Inspection, and Repair Services Agreement ("Agreement") is made and entered into as of 09/11/2023 07:46:19 PDT ("Effective Date") by and between the City of North Las Vegas, a Nevada municipal corporation ("City") and Fire-Dex GW, LLC doing business as Gear Wash Las Vegas, an Ohio limited liability company ("Provider").

WITNESSETH:

WHEREAS, the City requires specific cleaning, repair and maintenance services that meet OSHA and NFPA regulations, standards and recommendations for the Fire Department's uniforms and gear, as more particularly described in Exhibit A ("Services"); and

WHEREAS, Provider represents that it has the experience, knowledge, labor, and skill to provide the Services in accordance with generally accepted industry standards, and is willing and able to provide the Services.

NOW THEREFORE, in consideration of the above recitals, mutual covenants, and terms and conditions contained herein, the parties hereby covenant and agree to the following:

SECTION ONE SCOPE OF SERVICES

Provider shall perform the Services in accordance with Exhibit A and the terms, conditions and covenants set forth in this Agreement. Any modification to the Services must be specified in a written amendment to this Agreement that sets forth the nature, scope, and payment for the Services as modified by the amendment.

SECTION TWO TERM

This Agreement shall commence on the September 19, 2023 and will continue to be in effect for three years ("Term"), unless earlier terminated in accordance with the terms herein. All Services shall be completed by the end of the Term. If the City determines, in its sole discretion, that Provider has satisfactorily performed its obligations under this Agreement, the City Manager may extend the Term for up to two (2) additional one year period(s) upon written notice to the Provider.

SECTION THREE COMPENSATION

Provider will provide the Services at the rate listed in Exhibit A, which includes all fees for time and labor, overhead materials, equipment, insurance, licenses, and any other costs. Periodic progress billings will be due and payable within 30 days of presentation of invoice, provided that each invoice is complete, correct, and undisputed by the City. The annual not to exceed amount of this Agreement is Eighty-Five Thousand Dollars and 00/100 (\$85,000.00). The

total not to exceed amount of this Agreement is Four Hundred Twenty-Five Thousand Dollars and 00/100 (\$425,000.00). No additional compensation shall be paid, and no increase in the time of performance shall be awarded to the Provider without the prior written authorization of the City to proceed with such changes.

SECTION FOUR TERMINATION OR SUSPENSION OF SERVICES

4.1. This Agreement may be terminated, in whole or in part, for convenience by the City, through its City Manager, upon thirty (30) days written notice to the Provider. In the event of termination, Provider shall be paid compensation for Services properly performed pursuant to the terms of the Agreement up to and including the termination date. The City shall not be liable for anticipated profits based upon Services not yet performed.

4.2. This Agreement may be terminated by the Provider in the event the City defaults in the due observance and performance of any material term or condition contained herein, and such default is not cured within thirty (30) days after the Provider delivers written notice of such default to the City.

4.3. The City may suspend performance by Provider under this Agreement for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Provider at least ten (10) days prior to the date on which the City will suspend performance. The Provider shall not perform further work under this Agreement after the effective date of the suspension until receipt of written notice from the City to resume performance, and the time period for Provider's performance of the Services shall be extended by the amount of time such performance was suspended.

SECTION FIVE PROVIDER REPRESENTATIONS AND WARRANTIES

5.1. The Provider hereby represents and warrants for the benefit of the City, the following:

5.1.1. Provider is a duly formed, validly existing entity and is in good standing pursuant to the laws of the State of Nevada. The Provider is financially solvent, able to pay its debts when due, and possesses sufficient working capital to provide the Services pursuant to this Agreement.

5.1.2. The person executing this Agreement on Provider's behalf has the right, power, and authority to enter into this Agreement and such execution is binding on the Provider.

5.1.3. All Services performed, including deliverables supplied, shall conform to the specifications, drawings, and other descriptions set forth in this Agreement, and shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Provider's profession and in accordance with generally accepted industry

standards prevailing at the time the Services are performed, and do not infringe the intellectual property of a third party. The foregoing representations and warranties are not intended as a limitation, but are in addition to all other terms set forth in this Agreement and such other warranties as are implied by law, custom, and usage of the trade.

SECTION SIX INDEMNIFICATION

Provider shall defend, indemnify, and hold harmless the City, and its officers, agents, and employees from any liabilities, claims, damages, losses, expenses, proceedings, actions, judgments, reasonable attorneys' fees, and court costs which the City suffers or its officers, agents or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of Provider, its subcontractors, agents, and employees, in performance of this Agreement until such time as the applicable statutes of limitation expire. This section survives default, expiration, or termination of this Agreement or excuse of performance.

SECTION SEVEN INDEPENDENT CONTRACTOR

Provider, its employees, subcontractors, and agents are independent contractors and not employees of the City. No approval by City shall be construed as making the City responsible for the manner in which Provider performs the Services or for any negligence, errors, or omissions of Provider, its employees, subcontractors, or agents. All City approvals are intended only to provide the City the right to satisfy itself with the quality of the Services performed by Provider. The City acknowledges and agrees that Provider retains the right to contract with other persons in the course and operation of Provider's business and this Agreement does not restrict Provider's ability to so contract.

SECTION EIGHT CONFIDENTIALITY AND AUTHORIZATIONS FOR ACCESS TO CONFIDENTIAL INFORMATION

8.1. Provider shall treat all information relating to the Services and all information supplied to Provider by the City as confidential and proprietary information of the City and shall not permit its release by Provider's employees, agents, or subcontractors to other parties or make any public announcement or release thereof without the City's prior written consent, except as permitted by law.

8.2. Provider hereby certifies that it has conducted, procured or reviewed a background check with respect to each employee, agent, or subcontractor of Provider having access to City personnel, data, information, personal property, or real property and has deemed such employee, agent, or subcontractor suitable to receive such information and/or access, and to perform Provider's duties set forth in this Agreement. The City reserves the right to refuse to allow any of Provider's employees, agents or subcontractors access to the City's personnel, data, information, personal property, or real property where such individual does not meet the City's background and security requirements, as determined by the City in its sole discretion.

SECTION NINE INSURANCE

9.1. Provider shall procure and maintain at all times during the performance of the Services, at its own expense, the following insurances:

9.1.1. Workers' Compensation Insurance as required by the applicable legal requirements, covering all persons employed in connection with the matters contemplated hereunder and with respect to whom death or injury claims could be asserted against the City or Provider.

9.1.2. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

9.1.3. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Provider has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000.00 per accident for bodily injury and property damage.

9.1.4. Requested Liability limits can be provided on a single policy or combination of primary and umbrella, so long as the single occurrence limit is met.

9.1.5. The insurance policies are to contain, or be endorsed to contain, the following provisions:

9.1.5.1. Additional Insured Status: The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Provider including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Provider's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

9.1.5.2. Primary Coverage: For any claims related to this contract, the Provider's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Provider's insurance and shall not contribute with it.

9.1.5.3. Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

9.1.5.4. Waiver of Subrogation: Provider hereby grants to the City a waiver of any right to subrogation which any insurer of said Provider may acquire against the City by virtue of the payment of any loss under such insurance. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

9.1.5.5. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Provider, its employees, agents, and subcontractors.

9.1.5.6. Self-Insured Retentions: Self-insured retentions must be declared to and approved by the City. The City may require the Provider to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

9.1.5.7. Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

9.1.5.8. Claims Made Policies: If any of the required policies provide claims-made coverage:

9.1.5.8.1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

9.1.5.8.2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

9.1.5.8.3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

9.1.6. Verification of Coverage: Provider shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Provider's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9.1.7. Special Risks or Circumstances: The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

SECTION TEN NOTICES

10.1. Any notice requiring or permitted to be given under this Agreement shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery or United States mail at the following addresses:

To City: City of North Las Vegas
Attention: Joy Yoshida
2250 Las Vegas Blvd., North, Suite 820
North Las Vegas, NV 89030
Phone: 702-635-1745

To Provider: Fire-Dex GW, LLC dba Gear Wash Las Vegas
Attention: Katie Andrews
7621 Maryland Avenue
Hudson, FL 34667
Phone: 725-220-0556
Email: katie.andrews@gearwash.com

10.2. Either party may, at any time and from time to time, change its address by written notice to the other.

SECTION ELEVEN SAFETY

11.1. Obligation to Comply with Applicable Safety Rules and Standards. Provider shall ensure that it is familiar with all applicable safety and health standards promulgated by state and federal governmental authorities including, but not limited to, all applicable requirements of the Occupational Safety and Health Act of 1970, including all applicable standards published in 29 C.F.R. parts 1910, and 1926 and applicable occupational safety and health standards promulgated under the state of Nevada. Provider further recognizes that, while Provider is performing any work on behalf the City, under the terms of this Agreement, Provider agrees that it has the sole and exclusive responsibility to assure that its employees and the employees of its subcontractors comply at all times with all applicable safety and health standards as above-described and all applicable City safety and health rules.

11.2. Safety Equipment. Provider will supply all of its employees and subcontractors with the appropriate Safety equipment required for performing functions at the City facilities.

SECTION TWELVE ENTIRE AGREEMENT

This Agreement, together with any attachment, contains the entire Agreement between Provider and City relating to rights granted and obligations assumed by the parties hereto. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect.

SECTION THIRTEEN MISCELLANEOUS

13.1. Governing Law and Venue. The laws of the State of Nevada and the North Las Vegas Municipal Code govern the validity, construction, performance and effect of this Agreement, without regard to conflicts of law. All actions shall be initiated in the courts of Clark County, Nevada or the federal district court with jurisdiction over Clark County, Nevada.

13.2. Assignment. Any attempt to assign this Agreement by Provider without the prior written consent of the City shall be void.

13.3. Amendment. This Agreement may be amended or modified only by a writing executed by the City and Provider.

13.4. Controlling Document. To the extent any of the terms or provisions in Exhibit A conflict with this Agreement, the terms and provisions of this Agreement shall govern and control. Any additional, different or conflicting terms or provisions contained in Exhibit A or any other written or oral communication from Provider shall not be binding in any way on the City whether or not such terms would materially alter this Agreement, and the City hereby objects thereto.

13.5. Time of the Essence. Time is of the essence in the performance of this Agreement and all of its terms, provisions, covenants and conditions.

13.6. Waiver. No consent or waiver, express or implied, by the Provider or the City of any breach or default by the other in performance of any obligation under the Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party.

13.7. Waiver of Consequential Damages. The City shall not be liable to Provider, its agents, or any third party for any consequential, indirect, exemplary or incidental damages, including, without limitation, damages based on delay, loss of use, lost revenues or lost profits. This section survives default, expiration, or termination of this Agreement.

13.8. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto.

13.9. No Fiduciary or Joint Venture. This Agreement is not intended to create, and shall not be deemed to create, any relationship between the parties hereto other than that of independent

entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto shall be construed to be the agent, employer, representative, fiduciary, or joint venturer of the other and neither party shall have the power to bind the other by virtue of this Agreement.

13.10. Effect of Termination. In the event this Agreement is terminated, all rights and obligations of the parties hereunder shall cease, other than indemnity obligations and matters that by their terms survive the termination.

13.11. Ownership of Documents. Provider shall treat all information related to this Agreement, all information supplied to Provider by the City, and all documents, reconciliations and reports produced pursuant to this Agreement as confidential and proprietary information of the City and shall not use, share, or release such information to any third-party without the City's prior written permission. This section shall survive the termination or expiration of this Agreement.

13.12. Fiscal Funding Out. The City reasonably believes that sufficient funds can be obtained to make all payments during the Term of this Agreement. Pursuant to NRS Chapter 354, if the City does not allocate funds to continue the function performed by Provider under this Agreement, the Agreement will be terminated when appropriate funds expire.

13.13. Public Record. Pursuant to NRS 239.010 and other applicable legal authority, each and every document provided to the City may be a "Public Record" open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not be liable in any way to Provider for the disclosure of any public record including, but not limited to, documents provided to the City by Provider. In the event the City is required to defend an action with regard to a public records request for documents submitted by Provider, Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorneys' fees related to such public records request. This section shall survive the expiration or early termination of the Agreement.

13.14. Interpretation. The language of this Agreement has been agreed to by both parties to express their mutual intent. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Preparation of this Agreement has been a joint effort by the City and Provider and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

13.15. Electronic Signatures. The use of facsimile, email, or other electronic medium shall have the same force and effect as original signatures.

13.16. Counterparts. This Agreement may be executed in counterparts and all of such counterparts, taken together, shall be deemed part of one instrument.

13.17. Federal Funding. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, in receipt of a notice of

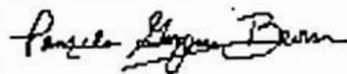
proposed debarment or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

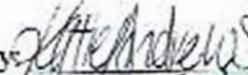
13.18. Attorneys' Fees. In the event any action is commenced by either party against the other in connection with this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court, including without limitation, fees for the services of the City Attorney's Office. This Section 13.18 shall survive the completion of this Agreement until the applicable statutes of limitation expire.

IN WITNESS WHEREOF, the City and Provider have executed this Agreement as of the Effective Date.

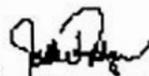
City of North Las Vegas,
a Nevada municipal corporation

Fire-Dex GW, LLC d/b/a
Gear Wash Las Vegas
an Ohio limited liability company

By: 
Pamela A. Goynes-Brown, Mayor

By: 
Name: Katie Andrews
Title: Operations Manager

Attest:

By: 
Jackie Rodgers, City Clerk

Approved as to form:

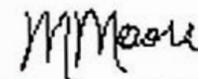
By: 
Micaela Rustia Moore, City Attorney

EXHIBIT A

Services

Please see the attached page(s).



June 27, 2023

City of North Las Vegas Fire Department
Attn: Capt. Scott Schuster
4040 Losee Rd.
North Las Vegas, NV 89030

Capt. Schuster,

As a family-owned and operated business, Fire-Dex GW, LLC dba Gear Wash is honored to have the chance to continue to provide exceptional service for The City of North Las Vegas.

Through the acquisition of Gear Wash in 2019, Fire-Dex has extended its ability to support the fire services industry by offering high-quality PPE cleaning, inspection, repair, alteration, and detergents to keep first responders safe. With a mission “to serve those who serve,” these services provide a solution for fire departments to extend the usable life of their gear and mitigate the risk of exposure to harmful carcinogens and cross-contamination. Each of our acquired acquisitions are established, well respected, and highly experienced Independent Service Providers. With our most recent acquisition of Minerva Bunker Gear Cleaners, we have retained the staff and locations that have over 20 years of experience in this industry.

Gear Wash is NFPA (NATIONAL FIRE PROTECTION ASSOCIATION) 1851 – 2020 edition 3rd party verified independent service provider (ISP) qualified to provide advanced cleaning, advanced inspection, and all repairs to the fire industry. Each of our ten (10) facilities is currently verified, including our Las Vegas site, where we will continue to service The City North Las Vegas Fire Department if awarded this contract.

Although we do not currently provide pickup and delivery service for The City of North Las Vegas Fire Department, we are willing to arrange a route service schedule suitable for both Gear Wash and the department should this need arise during the duration of the contract.

We are recognized by all original equipment and component manufacturers to provide warranty repair(s) on products they manufacture for the industry we serve. Our goal is to continue to assist The North Las Vegas Fire Department with overall management of NFPA 1851 needs, PPE inventory, and budget.

We believe you will find Gear Wash is the most responsive and responsible candidate as we meet and/or exceed the scope of services/technical specifications stated in the RFP. We pride ourselves in offering superior service in helping to reduce the overall carbon footprint in the fire service and continue to have the fastest turn-around time in the industry.

Thank you for the opportunity to provide The North Las Vegas Fire Department with our contract proposal for the NFPA 1851 Turnout Gear Cleaning, Inspection & Repair Services RFP.

Sincerely,

A handwritten signature in cursive script that reads "Taylor Burke Gilman".

Taylor Burke Gilman
President



References

Ontario Fire Department

303 East B Street, Ontario, CA 91764
Jeremy Crandall
Jcrandall@ontarioca.gov
(909) 544-5490

Reno Fire

305 Edison Way, Reno NV 89502
Jeff Goodman
Goodmanj@reno.gov
(775) 657-4614

Denver Fire Department

745 W. Colfax Ave., Denver, CO 80204
William Moeder
william.moeder@denvergov.org
(720) 865-3865

West Metro Fire Protection District

433 S. Allison Pkwy., Lakewood CO, 80226
Don Lombardi
dlombardi@westmetrofire.org
(303) 989-6725

South Metro Fire Rescue Authority

9195 E Mineral Ave., Centennial, CO 80112
Meghan Pudliner
meghan.pudliner@southmetro.org
(913) 601-2198



Organizational Background & Overview

Fire-Dex GW LLC dba Gear Wash is the world's largest verified ISP with 10 locations across the United States. Gear Wash was acquired by Fire-Dex LLC in 2019 and is a verified ISP providing high-quality advanced cleanings, advanced inspections, repairs, alterations, and turnout gear laundry detergent & sanitization products. Gear Wash acquired Minerva Bunker Gear Cleaners in May of 2022, including their 6 locations (including the Las Vegas location), and retaining all personnel. With a mission "to serve those who serve", these services provide a solution for fire departments to extend the usable life of their gear, mitigate the risk of exposure to harmful carcinogens and cross-contamination.

Fire-Dex GW currently has 180 employees across ten locations which include Milwaukee, WI; Hudson, FL; Memphis, TN; Las Vegas, NV; Marietta, GA; Lakewood, CO; Charlotte, NC; Bronx, NY; Dayton, OH and Miami, FL. We are confident that we can continue to provide an exemplary level of service utilizing our Las Vegas location.



Gear Wash - Las Vegas, NV

81 West Mayflower Ave
North Las Vegas, NV 89030
(725) 220-0556

Site Leader – Katie Andrews
Katie.andrews@gearwash.com



Key Personnel



Bill Burke – Chairman of Fire-Dex & Gear Wash

Bill is the Chairman and Owner of Fire-Dex and Gear Wash. He originally joined the team as a Sales Representative in 1984 before becoming VP of Sales & Marketing in 1989, then President/Part Owner in 1997, and eventually owner in 2007. Bill went to Ohio University and the University of Akron for his undergraduate degree and received an MBA from Baldwin Wallace University.



Steve Allison – CEO of Fire-Dex

Steve is the CEO of Fire-Dex & Gear Wash with over 25 years of fire service personal protective equipment manufacturing and sales experience. Steve holds a Bachelor of Arts in Business Administration from Wittenberg University and previously served as the company's President (3 years), Director of Sales (2yrs), and VP of Sales & Marketing (2yrs).



Taylor Burke Gilman – President of Gear Wash

As the youngest daughter of Chairman and Owner Bill Burke, Taylor joined the Fire-Dex Family in January 2019 as our Customer Relations Manager. Quickly after, in August 2019, she became Division Manager of Gear Wash and confidently led the onboarding of two acquisitions for Gear Wash in Milwaukee and Hudson, granting her the promotion to Director of Gear Wash in 2021 and eventually President of Gear Wash in 2021. She holds a Bachelor of Science in Telecommunications and a Master of Science in Business Management from the University of Florida.



Whitney Yeager – Business Development Manager

Whitney joined Gear Wash in June 2021 as the Business Development Manager and works on developing regional relationships with new and existing customers. Her background includes experience in the fire services industry, account management, and customer service. Whitney holds a Bachelor of Science in Organizational Communication and Hospitality from the University of Central Florida.



Brian Marengo – Director of Business Development

Brian joined Gear Wash as our Director of Business Development in 2017 and is responsible for implementing PPE clean and repair programs to enhance the health and safety of our customers across all ten locations.



Katie Andrews – Operations Manager, Las Vegas

Katie joined Gear Wash in 2014 as a Seamstress, where her efficiencies and focus earned her the promotion to Repair Supervisor in 2016. She has also helped develop the PPE tracking system as the Project Manager. Since 2018, she has held the role of Operations Manager, where she ensures all production activities are safely followed.



Understanding of and Compliance with Technical Requirements

As a verified ISP Gear Wash will perform repairs in accordance with the current edition of NFPA 1851. All advanced cleaning, specialized cleaning, advanced inspections, complete liner inspections, basic/ advanced repairs, alterations, and modifications will be to the original equipment manufacturers (OEM) specifications. Gear Wash has adopted NFPA 1851 “Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting,” and NFPA 1855 “Standard on Selection, Care, and Maintenance of Protective Elements for Technical Rescue Incidents,” as our standards for creating a care and maintenance program and each location is verified by an independent third party. Each associate as a part of the onboarding process receives hands-on training in a safe learning environment. Associates also have access to additional resources such as the NFPA 1851 Standard, PPE service records, and customer Data accessible within our Gear Wash App. Each employee is given a tablet and log-in for system for ease of referencing. We also have team leads available to answer technical questions and provide additional support. Throughout our entire Gear Wash network, we are working to find best practices at each of our 10 locations. Gear Wash plans to keep our high-quality personnel by offering an “associate-first” workplace environment and will continue to take associate feedback and quickly act to put into place any opportunities for improvement proposed by our associates on the frontlines. Training will continue to be offered to each associate throughout their tenure.

Gear Wash offers a wide array of clean and repair solutions to departments all around the country. Each of our customers receives customized programs to fit their needs. Gear Wash offers tracking, record keeping, and scheduling to all our departments. Using our Gear Wash App, we will be able to track a continuous budget and set thresholds to stay within the allotted budget. We are extremely confident that our team can continue to service The North Las Vegas Fire Department in a manner that is customer-focused and exceptional. Upon arrival at our Gear Wash facility, every element will be inspected and entered into our Gear Wash App. The Gear Wash App will allow for tracking the element’s serial number, manufacturer, date of manufacture, materials assigned to, status, and product type. The Gear Wash App will also show the live status of the gear as it moves through our process. Repair needs will be identified and submitted to North Las Vegas Fire Department by email within 3 days after the advanced inspection or cleaning process. Approval will be needed to move forward with any quoted repairs. A detailed list and description of repairs will be provided on a quote generated from the Gear Wash App.

Gear Wash has a fully trained staff committed to providing the firefighting community with the finest possible care and maintenance program available. Gear Wash is dedicated exclusively to the inspection, cleaning, decontamination, specialized hazmat cleaning, repair, and alteration of NFPA 1971 certified structural and proximity personal protective equipment (PPE).



IAW NFPA 1851, all locations, including our Las Vegas site, are active and currently verified by either Underwriters Laboratories or Intertek with all verifications to provide advanced cleaning, advanced inspection, and repair of PPE. Gear Wash is recognized by all the major manufacturers and is authorized to do extensive repairs and alterations.

Gear Wash Cleaning Technology

Gear Wash can provide superior service and best in class cleaning with the innovative technology used at each of our locations.

Gear Wash is prepared to service 3000-4000 pieces of PPE equipment for cleaning, inspection, and repair in a calendar year. Gear Wash will also be prepared for any increases and communicate any proposed plans due to increases to the Project Manager for approval.

Gear Wash agrees to warranty our repair work for at least 12 months from when the equipment is issued back.

A. Project Approach

Schedule Management: We can ensure completion of service by designated dates using our Gear Wash Tracking System. Our Gear Wash App also allows the department to access live data on where their gear is while being processed at our facility.

Quality Control: Gear Wash is committed to customer satisfaction by providing quality services with responsive associates and on-time delivery. Gear Wash will achieve this by promoting an environment of continuous improvement through Associate involvement and multiple inspection points throughout our processes. We are committed to quality and process excellence in every endeavor we undertake.

- All element types processed at Gear Wash undergo a quality control inspection.
- Our quality control inspectors are identified after extensive training of our quality processes from start to finish.
- During this last step, each element type goes through one last final inspection before being packaged for shipment.
- All internal and external non-conforming findings made by quality control technicians will be logged on non-conforming product log with reasoning and technicians who performed the work.

Safety: Gear Wash is committed to creating, fostering, and ensuring the safest possible work environment for its most valuable resource, our Associates. The safety of Gear Wash employees



is always the highest priority. Incident prevention is essential in maintaining an efficient operation. To achieve those goals, Gear Wash has developed a workplace safety program detailing the policies and procedures regarding Associate health and safety. All Associates, including Management and Supervisors, must become familiar with the program, follow, and enforce the procedures and become active participants in this program. Safety is an important category in Gear Wash's Opportunity for Improvement ("OFI") process. The Company is counting on Associate input to help improve all aspects of worker safety. Gear Wash also believes that each Associate has a personal responsibility to follow all safety rules and procedures. Although Management has tried to cover all situations with these rules, it is impossible to publish a rule that addresses every situation or unplanned event. If a rule has been omitted regarding a specific safety hazard condition, that shall not be an excuse for carelessness or disregard of common sense in an Associate's performance of their work. Gear Wash holds everyone accountable for their actions and there will be consequences for unsafe, rule-violating work practices. While Management, working in cooperation with the Safety Team will be responsible for developing and organizing this program, its success will depend on the commitment and involvement of each Associate. An Associate's help in preventing incidents benefits that Associate and their fellow Associates. All at Gear Wash should strive for a record of zero incidents. It is part of an Associate's job to work safely, think safely and assist in the prevention of accidents to that Associate and their fellow Associates. Failure to follow Company safety and health guidelines or engaging in conduct that places the Associate, co-workers or the Company property at risk can lead to discipline, up to and including termination.

Potential Issues: Gear Wash is committed to the process of continuous improvement. Any suggestions which an Associate feels may increase efficiency or improve any phase of Company operations are welcome and should be submitted to the Associate's Supervisor or on the OFI (Opportunities for Improvement) form/T-card. Gear Wash maintains an Open-Door Policy to informally address and resolve Associate concerns through open and direct communication, between Associates and their Supervisors. Gear Wash does not anticipate any potential issues with this project, but should any issues arise, they would be handled quickly and efficiently with the collaboration of your department.

B. Warranty Administration

We are recognized by all original equipment and component manufacturers to provide warranty repair(s) on products they manufacture for the industry we serve. Our goal is to continue to assist The North Las Vegas Fire Department with overall management of NFPA 1851 needs, PPE inventory, and budget.

We monitor all material and PPE manufacturer warranties via website, NFPA 1851 committee meetings, tradeshow attendance, and monthly touchpoint with respective OEM representatives. In addition, we utilize this information to provide in-house and repetitive training to all employees on a recurring basis.



Gear Wash's experience with management of warranty repairs has taught us to bring any abnormal wear to the attention of the OEM. Gear Wash will provide photos and a comprehensive description of the problem.

Currently, two fabric manufacturers offer warranties for their products. Both are manufacturers of moisture barriers for the fire service:

- **W.L. Gore** - Provides an online warranty link we reference for warranty details.
- **Stedfast** - Provides an online warranty link we reference for warranty details.

Management Area & Program Management Controls

Gear Wash has a team in place that will ensure the gear is processed on schedule and within budget. Given the opportunity to continue to work with your department, our Operations Supervisor will oversee the entire project from start to finish. They will also assist with any route scheduling. Using our Gear Wash App, we will be able to track a continuous budget and set thresholds to stay within the allotted budget. We are extremely confident that our team can provide service in a manner that is customer-focused and exceptional.

Gear Wash plans to keep our high-quality personnel by offering an "associate-first" workplace environment. Gear Wash will continue to take associate feedback and quickly act to put into place any opportunities for improvement proposed by our associates on the front lines. Training will continue to be offered to each associate throughout their tenure.

Gear Wash is owned by the manufacturer, Fire-Dex. This gives us access to Fire-Dex's inventory of materials and resources. We do not anticipate any material delays with the use of Fire-Dex's inventory.

Gear Wash does not use any subcontractors for our services. Each order will be processed within seven days after receiving it with standard cleaning averaging a two-day turnaround. We will manage due dates and invoicing within our database to help with scheduling and order due-to-date management.

Using our Gear Wash App, every element will be inspected and entered in the app upon arrival at our Gear Wash facility. The Gear Wash App will allow for Gear Wash to track the element's serial number, manufacturer, date of manufacture, materials assigned to, status, and product type. The Gear Wash App will also show the live status of the gear as it moves through our process.



Tracking Requirements

Gear Wash will continue to utilize a proprietary cloud-based user accessible database for the tracking of all PPE. Gear Wash has our own Gear Wash App to provide electronic tracking of PPE accessible by and able to be adjusted by department personnel assigned and approved by the department PPE Program Manager.

The Gear Wash app exceeds all current requirements of NFPA 1851 including the following:

1. The organization
2. Person to whom element is used
3. Date and condition when issued
4. Month and year the element was manufactured
5. Serial number
6. Material makeup
7. Date of advanced inspection(s)
8. Certified technician performing inspection(s)
9. Sizing including female cut
10. Certified technician performing cleaning
11. Repair type and date completed
12. Certified technician performing repairs

The Gear Wash App can be downloaded on a phone, tablet, or used on a computer screen and has a scanning feature for ease. Reports are accessible to know when gear is due for service. The data in the Gear Wash App can be manipulated by a department. Please see below more details on reporting and features in the Gear Wash App.

Pricing

The following pricing is valid through the 2023/2024 North Las Vegas Fire Department fiscal year (July 1st, 2023 - June 30th, 2024), as stated in the RFP. We will implement a 3% increase in pricing for each new fiscal year within the contract. All price adjustments shall be rounded up to the nearest .25 cent increment to simplify payment.

Service	RFP Price
Complete Liner Inspection	\$ 13.00
Advanced Cleaning	\$ 16.25
Advanced Inspection	\$ 16.25
Heavy Duty Cleaning	\$ 17.25
Coat Zipper	\$ 37.50
Final Inspection	\$ -
Replace Wristlet	\$ 21.50
Clean Hood	\$ -
Specialized Cleaning & Decontamination	\$ 17.25
No Repairs Needed	\$ -
Seal Tape	\$ 15.00
Restitch (up to 12 inches)	\$ 9.25
Bellow Pocket (Velcro)	\$ 10.75
Scotch Lite & Triple Trim Repair	\$ 30.00
Bar Tack	\$ 3.25
Clean Gloves	\$ -
Restitch Trim (up to 12 inches)	\$ 9.25
Outer Shell Lg	\$ 26.75
Remove Existing Patch	\$ 3.25
Remove/ Replace Coat Cuff	\$ 28.50
Partially Remove/ Lift	\$ 10.75
Scotch Lite & Triple Trim Repair Per Inch	\$ 3.25
Radio Pocket (Velcro)	\$ 10.75
Outer Shell Md	\$ 17.25
Outer Shell Patch Md	\$ 17.25
Snap	\$ 3.25
Porthole	\$ 10.75
Add Letter Sewn On	\$ 3.25
NP With Velcro & Snaps	\$ 43.00
Outer Shell Patch Lg	\$ 26.75
Grommet	\$ 3.25
Refurbish Pocket - Up to 4 Sides	\$ 37.50
Misc. Repairs/ Alteration per 15 min.	\$ 19.50
Add/ Replace Knee Pad Face	\$ 48.25
Suspender Button	\$ 4.50
Seal Tape - Up to 12"	\$ 10.00
Pocket Reinforcement Interior/Exterior	\$ 45.00
Bellow Pocket (Velcro)	\$ 17.75
Name Panel (Hem)	\$ 26.75
Add/Replace Harness Loop	\$ 13.00
Remove Letter	\$ 4.50
Material Tab	\$ 5.50
Neck	\$ 28.00
Collar	\$ 19.50
Chin Guard	\$ 30.00
Storm Flap	\$ 26.75

Sleeve Cuff - Remove/Replace	\$ 25.75
Sleeve Cuff (Velcro)	\$ 13.50
Rivets	\$ 3.25
Fly Interface	\$ 18.25
Flashlight/ Glove Strap	\$ 13.00
Partially Remove/ Lift Pocket	\$ 10.75
Out of Service - Past Shelf Life	\$ -
Fly (Velcro)	\$ 18.25
Clean and Inspect Boots	\$ 48.25
Remove/ Replace Pant Cuff	\$ 25.75
Harness Loop	\$ 16.25
NP Sewn On	\$ 26.75
Rivet	\$ 3.25
Polish Boots	\$ 16.25
Out of Service - Not Cost Effective	\$ -
Thermal Barrier Patch Md	\$ 26.75
Fly Liner	\$ 13.50
DRD	\$ 13.50
Thermal Barrier Patch Lg	\$ 32.25
Replace Hook	\$ 7.50
Storm Flap (Velcro)	\$ 26.75
Bio Cleaning	\$ 17.25
Replace Silizone Knee Pad	\$ 48.50
Moisture Barrier Patch Md	\$ 26.75
Moisture Barrier Patch Lg	\$ 43.00
Clean & Inspect Helmet	\$ 22.50
Radio Pocket (Velcro)	\$ 10.75
Name Panel (Velcro Only)	\$ 16.25
Fly Liner (Velcro)	\$ 13.50
Porthole (Velcro)	\$ 10.75
Binding Tape	\$ 16.25
Neck (Velcro)	\$ 28.00
Replace D-Ring	\$ 7.50
Clean & Inspect Boots	\$ 37.50
Add Flag	\$ 10.75
Add To Waist	\$ 150.00
Chin Guard (Velcro)	\$ 30.00
Flashlight/ Glove Strap (Velcro)	\$ 13.00
Trouser Cuff - Remove/Replace	\$ 28.50
<i>We will implement a 3% increase in pricing for each new fiscal year within the contract.</i>	

Certificate Number **MH65526-202212XX**
 Issue Date **2022-December-XX**
 Expiration Date **2024-December-XX**



Certificate of Verification

Independent Service Providers, Cleaners and Organizations of Structural and Proximity Fire Fighting Garments and Technical Rescue Garments

Issued to:
 Fire-Dex, GW, LLC dba Gear Wash
 81 W Mayflower Ave
 North Las Vegas, NV, 89030-3951, USA

This is to certify that the above service provider has been verified to perform the following services

Services	
Service Category	Verified ISP
Advance Cleaning	Yes
Advanced Sanitization	Yes
Advanced Repairs	Yes

Repairs	
Outer Shell Repairs	Yes
Thermal Barrier Repairs	Yes
Moisture Barrier Repairs	Yes

Moisture Barrier Materials Eligible for Repair			
Moisture Barrier Manufacturer	Model	Tape	Seam Type
W.L. Gore	Crosstech Black, 2F	10880780/10880782	Felled and Overedge
	Gore RT7100, 3D		
Stedfast	Stedair 3000	TX-1902-CLR	
	Stedair 4000		

The standard used to verify the above service provider is NFPA 1851, Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting, 2020 Edition

This Certificate of UL LLC is the only method provided by UL to identify repair service providers and organizations verified under its Certificate and Follow-Up Service. Repair service providers and organizations for which Certificates are issued are considered by UL to be compliant with the applicable requirements at the time of issuance. UL assumes no liability for any loss that may result from failure of the repairs, incorrect certification, or nonconformity with requirements. Certificates are valid for up to two years from date of issue.

Issued by:

Cody P. Zane
 UL LLC

Reviewed by:

Amanda H. Newsom
 UL LLC





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/26/2023

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 Palos/Chudy Company, LTD 27865 Clemens Road Suite 1A WESTLAKE OH 44145		CONTACT NAME: Beverly Moore PHONE (A/C, No, Ext): (440) 617-9900 E-MAIL ADDRESS: bmoore@palos-chudy.com FAX (A/C, No): (440) 617-9430																						
INSURED Fire-Dex GW, LLC / Fire-Dex, LLC 780 S. Progress Drive Medina OH 44256		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Certain Underwriters at Lloyds-Brit Syndicate / AMWins</td> <td>AA1122000.</td> </tr> <tr> <td>INSURER B:</td> <td>PHOENIX INSUR CO</td> <td>25623</td> </tr> <tr> <td>INSURER C:</td> <td>HARTFORD-MULTIPLE COMPANIES</td> <td>19682</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Certain Underwriters at Lloyds-Brit Syndicate / AMWins	AA1122000.	INSURER B:	PHOENIX INSUR CO	25623	INSURER C:	HARTFORD-MULTIPLE COMPANIES	19682	INSURER D:			INSURER E:			INSURER F:		
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INSURER E:																								
INSURER F:																								

COVERAGES **CERTIFICATE NUMBER:** CL2272603788 **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 \$2500 Deductible BI, PD, AI & PI GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GLL-10821-01	07/24/2022	07/24/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			810-0P046915-22-14-G	08/05/2022	08/05/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ 0						EACH OCCURRENCE \$ AGGREGATE \$ \$
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 N	N/A	45WECAC6BUP	01/01/2023	01/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input checked="" 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)

CERTIFICATE HOLDER North Las Vegas Fire Dept. 4040 Losee Rd. North Las Vegas NV 89030	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 <i>Beverly H. Moore</i>
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BARBARA K. CEGAVSKE
Secretary of State

KIMBERLEY PERONDI
*Deputy Secretary for
Commercial Recordings*

STATE OF NEVADA



**OFFICE OF THE
SECRETARY OF STATE**

*Commercial Recordings Division
202 N. Carson Street
Carson City, NV 89701
Telephone (775) 684-5708
Fax (775) 684-7138
North Las Vegas City Hall
2250 Las Vegas Blvd North, Suite 400
North Las Vegas, NV 89030
Telephone (702) 486-2880
Fax (702) 486-2888*

Business Entity - Filing Acknowledgement

09/21/2021

Work Order Item Number: W2021092100856 - 1596525
Filing Number: 20211764710
Filing Type: Registration – Foreign LLC
Filing Date/Time: 09/21/2021 11:05:34 AM
Filing Page(s): 2

Indexed Entity Information:

Entity ID: E17647112021-4
Entity Status: Active

Entity Name: Fire-Dex GW, LLC
Expiration Date: None

Commercial Registered Agent
C T CORPORATION SYSTEM
701 S CARSON ST STE 200, Carson City, NV 89701, USA

The attached document(s) were filed with the Nevada Secretary of State, Commercial Recording Division. The filing date and time have been affixed to each document, indicating the date and time of filing. A filing number is also affixed and can be used to reference this document in the future.

Respectfully,



BARBARA K. CEGAVSKE
Secretary of State

BARBARA K. CEGAVSKE
Secretary of State

KIMBERLEY PERONDI
Deputy Secretary for
Commercial Recordings

STATE OF NEVADA

OFFICE OF THE
SECRETARY OF STATE

Commercial Recordings Division
202 N. Carson Street
Carson City, NV 89701
Telephone (775) 684-5708
Fax (775) 684-7138
North Las Vegas City Hall
2250 Las Vegas Blvd North, Suite 400
North Las Vegas, NV 89030
Telephone (702) 486-2880
Fax (702) 486-2888

Business Entity - Filing Acknowledgement

09/21/2021

Work Order Item Number: W2021092100856 - 1596526
Filing Number: 20211764712
Filing Type: Initial List
Filing Date/Time: 09/21/2021 11:05:35 AM
Filing Page(s): 2

Indexed Entity Information:

Entity ID: E17647112021-4
Entity Status: Active

Entity Name: Fire-Dex GW, LLC
Expiration Date: None

Commercial Registered Agent
C T CORPORATION SYSTEM
701 S CARSON ST STE 200, Carson City, NV 89701, USA

The attached document(s) were filed with the Nevada Secretary of State, Commercial Recording Division. The filing date and time have been affixed to each document, indicating the date and time of filing. A filing number is also affixed and can be used to reference this document in the future.

Respectfully,



BARBARA K. CEGAVSKE
Secretary of State



BARBARA K. CEGAVSKE
 Secretary of State
 202 North Carson Street
 Carson City, Nevada 89701-4201
 (775) 684-5708
 Website: www.nvsos.gov
www.nvsilverflume.gov

Filed in the Office of <i>Barbara K. Cegavske</i>	Business Number E17647112021-4
Secretary of State State Of Nevada	Filing Number 20211764710
	Filed On 09/21/2021 11:05:34 AM
	Number of Pages 2

Formation - Limited-Liability Company

- | | |
|---|--|
| <input type="checkbox"/> NRS 86 - Articles of Organization Limited-Liability Company
<input type="checkbox"/> NRS 89 - Articles of Organization Professional Limited-Liability Company | <input checked="" type="checkbox"/> NRS 86.544 - Registration of Foreign Limited-Liability Company
<input type="checkbox"/> NRS 86.555 - Registration of Professional Foreign Limited-Liability Company |
|---|--|

1. Name Being Registered in Nevada: <small>(See instructions)</small>	Fire-Dex GW, LLC
2. Foreign Entity Name: <small>(Name in home jurisdiction)</small>	Fire-Dex GW, LLC
3. Jurisdiction of Formation: <small>(Foreign Limited-Liability Companies)</small>	3a) Jurisdiction of formation: Ohio, United States 3b) Date formed: 07/17/2019 3c) I declare this entity is in good standing in the jurisdiction of its formation. <input checked="" type="checkbox"/>
4. Registered Agent for Service of Process*: <small>(check only one box)</small>	<input checked="" type="checkbox"/> Commercial Registered Agent (name only below) <input type="checkbox"/> Noncommercial Registered Agent (name and address below) <input type="checkbox"/> Office or position with Entity (title and address below) C T CORPORATION SYSTEM Name of Registered Agent OR Title of Office or Position with Entity 701 S CARSON ST STE 200 Carson City Nevada 89701 <small>Street Address City Zip Code</small> Mailing Address (If different from street address) City Zip Code
4a. Certificate of Acceptance of Appointment of Registered Agent:	<i>I hereby accept appointment as Registered Agent for the above named Entity. If the registered agent is unable to sign the Articles of Incorporation, submit a separate signed Registered Agent Acceptance form.</i> X Madonna Cuddihy, Assistant Secretary 09/21/2021 <small>Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity Date</small>
5. Management: <small>(Domestic Limited-Liability Companies only)</small>	Company shall be managed by: (check one box) <input type="checkbox"/> Manager(s) OR <input type="checkbox"/> Member(s)
6. Name and Address of each Manager(s) or Managing Member(s): <small>(NRS 86 and NRS 86.544, see instructions)</small> Name and Address of the Original Manager(s) and Member(s): (NRS 89, see instructions) <small>IMPORTANT: A certificate from the regulatory board must be submitted showing that each individual is licensed at the time of filing.</small>	1) Fire-Dex, LLC <small>Name</small> 780 South Progress Drive Medina OH 44256 <small>Address City State Zip Code</small>
7. Dissolution Date: <small>(Domestic only)</small>	Latest date upon which the company is to dissolve (if existence is not perpetual):



BARBARA K. CEGAVSKE
 Secretary of State
 202 North Carson Street
 Carson City, Nevada 89701-4201
 (775) 684-5708
 Website: www.nvsos.gov
www.nvsilverflume.gov

**Formation -
 Limited-Liability Company**
 Continued, Page 2

8. Profession to be Practiced: (NRS 89 only)	
9. Series and/or Restricted Limited-Liability Company: (Optional)	Check box if a Series Limited-Liability Company <input type="checkbox"/> Domestic Limited-Liability Company's only: The Limited-Liability Company is a Restricted Limited-Liability Company <input type="checkbox"/>
10. Records Office: (Foreign Limited-Liability Companies)	780 South Progress Drive Medina OH 44256 Address City State Zip code Country USA
11. Street Address of Principal Office: (Foreign Limited-Liability Companies)	780 South Progress Drive Medina OH 44256 Address City State Zip code Country USA
12. Name, Address and Signature of the Organizer: (NRS 86, NRS 89 -Each Organizer must be a licensed professional.) Name and Signature of Manager or Member: (NRS 86.544 only) See instructions	<p>*Foreign Limited-Liability Company - In the event the designated Agent for Service of Process resigns and is not replaced or the agent's authority has been revoked or the agent cannot be found or served with exercise of reasonable diligence, then the Secretary of State is hereby appointed as the Agent for Service of Process.</p> <p>I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.</p> <p> <input type="text" value="Steve Allison"/> <input type="text" value="United States"/> Name Country <input type="text" value="780 South Progress Drive"/> <input type="text" value="Medina"/> <input type="text" value="OH"/> <input type="text" value="44256"/> Address City State Zip/Postal Code X Steve Allison (attach additional page if necessary) </p>

AN INITIAL LIST OF OFFICERS MUST ACCOMPANY THIS FILING

Please include any required or optional information in space below:
 (attach additional page(s) if necessary)



BARBARA K. CEGAVSKE
 Secretary of State
 202 North Carson Street
 Carson City, Nevada 89701-4201
 (775) 684-5708
 Website: www.nvsos.gov
www.nvsilverflume.gov

Initial List and State Business License Application

Initial List Of Officers, Managers, Members, General Partners, Managing Partners, or Trustees:

Fire-Dex GW, LLC

NAME OF ENTITY

TYPE OR PRINT ONLY - USE DARK INK ONLY - DO NOT HIGHLIGHT

IMPORTANT: Read instructions before completing and returning this form.

Please indicate the entity type (check only one):

- Corporation
 - This corporation is publicly traded, the Central Index Key number is:
- Nonprofit Corporation (see nonprofit sections below)
- Limited-Liability Company
- Limited Partnership
- Limited-Liability Partnership
- Limited-Liability Limited Partnership (if formed at the same time as the Limited Partnership)
- Business Trust

Filed in the Office of <i>Barbara K. Cegavske</i> Secretary of State State Of Nevada	Business Number E17647112021-4 Filing Number 20211764712 Filed On 09/21/2021 11:05:35 AM Number of Pages 2
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Additional Officers, Managers, Members, General Partners, Managing Partners, Trustees or Subscribers, may be listed on a supplemental page.

CHECK ONLY IF APPLICABLE

Pursuant to NRS Chapter 76, this entity is exempt from the business license fee.

- 001 - Governmental Entity
- 006 - NRS 680B.020 Insurance Co, provide license or certificate of authority number

For nonprofit entities formed under NRS chapter 80: entities without 501(c) nonprofit designation are required to maintain a state business license, the fee is \$200.00. Those claiming and exemption under 501(c) designation must indicate by checking box below.

- Pursuant to NRS Chapter 76, this entity is a 501(c) nonprofit entity and is exempt from the business license fee.
Exemption Code 002

For nonprofit entities formed under NRS Chapter 81: entities which are Unit-owners' association or Religious, Charitable, fraternal or other organization that qualifies as a tax-exempt organization pursuant to 26 U.S.C § 501(c) are excluded from the requirement to obtain a state business license. Please indicate below if this entity falls under one of these categories by marking the appropriate box. If the entity does not fall under either of these categories please submit \$200.00 for the state business license.

- Unit-owners' Association
- Religious, charitable, fraternal or other organization that qualifies as a tax-exempt organization pursuant to 26 U.S.C. §501(c)

For nonprofit entities formed under NRS Chapter 82 and 80: Charitable Solicitation Information - check applicable box

Does the Organization intend to solicit charitable or tax deductible contributions?

- No - no additional form is required
- Yes - the *Charitable Solicitation Registration Statement* is required.
- The Organization claims exemption pursuant to NRS 82A 210 - the *Exemption From Charitable Solicitation Registration Statement* is required

****Failure to include the required statement form will result in rejection of the filing and could result in late fees.****



BARBARA K. CEGAVSKE
 Secretary of State
 202 North Carson Street
 Carson City, Nevada 89701-4201
 (775) 684-5708
 Website: www.nvsos.gov
www.nvsilverflume.gov

**Initial List and State
 Business License
 Application - Continued**

Officers, Managers, Members, General Partners, Managing Partners or Trustees:

CORPORATION, INDICATE THE <u>PRESIDENT</u> :			
Taylor Burke Gilman	USA		
Name	Country		
780 South Progress Drive	Medina	OH	44256
Address	City	State	Zip/Postal Code
CORPORATION, INDICATE THE <u>SECRETARY</u> :			
James D. Kraus	USA		
Name	Country		
780 South Progress Drive	Medina	OH	44256
Address	City	State	Zip/Postal Code
CORPORATION, INDICATE THE <u>TREASURER</u> :			
David Liana	USA		
Name	Country		
780 South Progress Drive	Medina	OH	44256
Address	City	State	Zip/Postal Code

None of the officers and directors identified in the list of officers has been identified with the fraudulent intent of concealing the identity of any person or persons exercising the power or authority of an officer or director in furtherance of any unlawful conduct.

I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the office of the Secretary of State.

X Steve Allison

Signature of Officer, Manager, Managing Member, General Partner, Managing Partner, Trustee, Member, Owner of Business, Partner or Authorized Signer FORM WILL BE RETURNED IF

Chief Executive Officer

Title

09/21/2021

Date

UNSIGNED

SECRETARY OF STATE



CERTIFICATE OF REGISTRATION FOREIGN LIMITED-LIABILITY COMPANY

I, BARBARA K. CEGAVSKE, the duly qualified and elected Nevada Secretary of State, do hereby certify that **Fire-Dex GW, LLC** did on 09/21/2021 file in this office its registration to do business in this state and is now on file and of record in the office of the Nevada Secretary of State, and further, that said entity is at the date of this certificate duly qualified to exercise therein all the powers recited in its Articles and to transact business in the State of Nevada in accordance with the laws of said State.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on 09/21/2021.

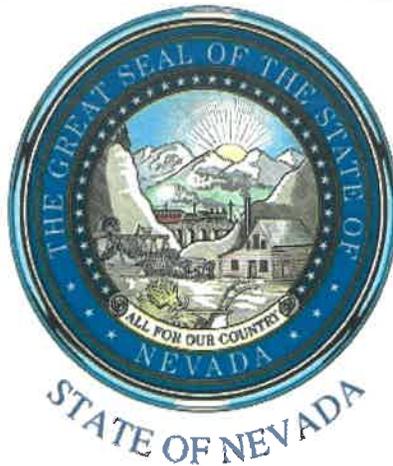
Barbara K. Cegavske

BARBARA K. CEGAVSKE
Secretary of State

Certificate Number: B202109212005779

You may verify this certificate
online at <http://www.nvsos.gov>

SECRETARY OF STATE



NEVADA STATE BUSINESS LICENSE

Fire-Dex GW, LLC

Nevada Business Identification # NV20212232613

Expiration Date: 09/30/2022

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Nevada Revised Statutes. License is not transferable and is not in lieu of any local business license, permit or registration.

License must be cancelled on or before its expiration date if business activity ceases. Failure to do so will result in late fees or penalties which, by law, cannot be waived.



Certificate Number: B202109212005780

You may verify this certificate
online at <http://www.nvsos.gov>

IN WITNESS WHEREOF, I have hereunto set my
hand and affixed the Great Seal of State, at my
office on 09/21/2021.

Barbara K. Cegavske

BARBARA K. CEGAVSKE
Secretary of State

BUSINESS LICENSE

City of North Las Vegas
2250 Las Vegas Blvd. North, Suite 110
North Las Vegas, NV 89030

Mailing Address:

**FIRE-DEX GW
81 W MAYFLOWER AVE
NORTH LAS VEGAS, NV 89030**

In conformity with and subject to the provisions of the Ordinances of the City of North Las Vegas and the laws of the State of Nevada, license is hereby granted to operate the business described hereon:

License Number: **GS-000285-2022** Expiration Date: **01/31/2024**

License Type: **GROSS SALES**

Classification: **MISCELLANEOUS SALE / SERVICE**

Business Location: **FIRE-DEX GW
81 W MAYFLOWER AVE
NORTH LAS VEGAS, NV 89030**

Owner/Principal(s): **FIRE-DEX GW, LLC**

**CITY OF
NORTH LAS VEGAS**



Alfredo Mefesio
Director of Land Development &
Community Services

**This license is not transferable
POST IN A CONSPICUOUS PLACE**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/30/2023

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 Palos/Chudy Company, LTD 27865 Clemens Road Suite 1A WESTLAKE OH 44145	CONTACT NAME: Beverly Moore PHONE (A/C, No, Ext): (440) 617-9900 E-MAIL ADDRESS: bmoore@palos-chudy.com	FAX (A/C, No): (440) 617-9430	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Fire-Dex GW, LLC / Fire-Dex, LLC 780 S. Progress Drive Medina OH 44256	INSURER A: Certain Underwriters at Lloyds-Brit Syndicate / AMWins		AA1122000.
	INSURER B: VALLEY FORGE INS CO/INDIUM		20508
	INSURER C: HARTFORD-MULTIPLE COMPANIES		19682
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: CL2371804144

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			GLL-10821-02	07/24/2023	07/24/2024	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> \$2500 Deductible BI & PD	Y					MED EXP (Any one person) \$ EXCLUDED
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						PERSONAL & ADV INJURY \$ 1,000,000
B	AUTOMOBILE LIABILITY			7039942314	08/05/2023	08/05/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED RETENTION \$ 0						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			45WECAC6BUP	01/01/2023	01/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)

City of North Las Vegas (The City, its officers, officials, employees, and volunteers) are added as an additional insured as required under written contact as respects Forms CG2010 and CG2037.

CERTIFICATE HOLDER**CANCELLATION**

City of North Las Vegas 2250 Las Vegas Blvd, North North Las Vegas NV 89030	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 <i>Beverly H. Moore</i>
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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(s) Of Covered Operations
Any person or organization that is an owner of real property or personal property on which you are performing ongoing operations, or a contractor on whose behalf you are performing ongoing operations, but only if coverage as an additional insured is required by a written contract or written agreement that is an "insured contract", and provided that the "bodily injury", "property damage" or "personal & advertising injury" first occurs subsequent to the execution of the contract or agreement.	All locations where your ongoing operations are performed for any additional insured as specified in a 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", "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 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.

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

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 whom you are required to add as an additional insured to this policy under a written contract executed prior to the occurrence which results in bodily injury or property damage under Coverage A, or the offense which results in personal and advertising injury under Coverage B.	All locations where "your work" was performed for any additional insured as specified in a written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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".

EXHIBIT B

First Amendment

Please see attached page(s).

FIRST AMENDMENT TO CLEANING, INSPECTION, AND REPAIR SERVICES AGREEMENT

This First Amendment to Cleaning, Inspection, and Repair Services Agreement (“First Amendment”) is effective 03/13/2024 09:35:41 PDT (“Effective Date”) by and between the City of North Las Vegas, a political subdivision of the State of Nevada (“City”), and Fire-Dex GW, LLC doing business as Gear Wash Las Vegas, an Ohio limited liability company (“Provider”). The City and the Provider are jointly referred to as the “Parties.”

RECITALS

WHEREAS, on September 11, 2023, the Parties entered into the Cleaning, Inspection, and Repair Services Agreement (“Original Agreement”), a copy of which is attached hereto as **Exhibit A** (collectively, the First Amendment and the Original Agreement may be referred to as the “Agreement”);

WHEREAS, the Parties wish to amend the Compensation section to increase the annual not-to-exceed amount under the Original Agreement from Four Hundred Twenty-Five Thousand Dollars and 00/100 (\$425,000.00) to a not-exceed amount of Four Hundred Seventy-Five Thousand Dollars and 00/100 (\$475,000.00).

WHEREAS, the Original Agreement shall be amended as described herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

AGREEMENT

1. Section 3 of the Original Agreement shall be deleted and replaced with the following:

“Provider will provide the Services at the rate listed in Exhibit A, which includes all fees for time and labor, overhead materials, equipment, insurance, licenses, and any other costs. Periodic progress billings will be due and payable within 30 days of presentation of invoice, provided that each invoice is complete, correct, and undisputed by the City. No additional compensation shall be paid, and no increase in the time of performance shall be awarded to the Provider without the prior written authorization of the City to proceed with such changes. The annual not to exceed amount of this Agreement is Ninety-Five Thousand Dollars and 00/100 (\$95,000.00). The total not to exceed amount of this Agreement is Four Hundred Seventy-Five Thousand Dollars and 00/100 (\$475,000.00) as indicated in **Schedule A** below. ”

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Schedule A	
Term	Amount
September 19, 2023- June 30, 2024	\$80,833.00
July 1, 2024-June 30, 2025	\$95,000.00
July 1, 2025-June 30, 2026	\$95,000.00
July 1, 2026- September 18, 2026	\$14,167.00
First Renewal Option	\$95,000.00
Second Renewal Option	\$95,000.00
Total	\$475,000.00

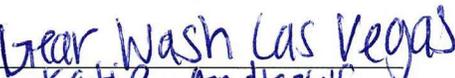
2. In all other aspects, the parties confirm and re-affirm the terms and provisions of the Original Agreement.

IN WITNESS WHEREOF, the Provider and the City have caused this First Amendment to be executed as of the day and year indicated above.

City of North Las Vegas,
a Nevada municipal corporation

Fire-Dcx GW, LLC
d/b/a Gear Wash Las Vegas
an Ohio limited liability company

By: 
Ryann Juden, City Manager

By: 
Name: Katie Andrews
Title: Regional operations manager

Attest:

By: 
Jackie Rodgers, City Clerk

Approved as to Form:

By: 
Micaela Rustia Moore, City Attorney