

**SELF-CONTAINED BREATHING APPARATUS MAINTENANCE AND REPAIR  
SERVICE AGREEMENT**

This Self-Contained Breathing Apparatus Maintenance and Repair Service Agreement (“Agreement”) is made and entered into as of \_\_\_\_\_ (“Effective Date”) by and between the City of North Las Vegas, a Nevada municipal corporation (“City”) and Sea-Western, Inc., a Washington corporation (“Provider”).

**WITNESSETH:**

WHEREAS, the City requires annual inspections, flow testing, major repairs, hydrostatic cylinder testing, and associated maintenance tasks for self-contained breathing apparatus (SCBA) equipment at each fire station 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 Effective Date and will continue to be in effect for three (3) 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 terms upon written notice to the Provider.

**SECTION THREE  
COMPENSATION**

Provider will provide the Services at the rate specified in **Exhibit B**, 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 shown in Schedule A. The total not to exceed amount of this Agreement including the optional one-year extensions is Two Hundred Five Thousand Nine Hundred Twenty Dollars and 00/100 (\$205,920.00). The Provider shall submit the original invoice via email to:

[AccountsPayable@CityofNorthLasVegas.com](mailto:AccountsPayable@CityofNorthLasVegas.com)

| <b>Schedule A</b>                            |                      |
|--|----------------------|
| Fiscal Year:                                 | Amount:              |
| FY 2024-2025                                 | \$ 39,600.00         |
| FY 2025-2026                                 | \$ 41,580.00         |
| FY 2026-2027                                 | \$ 41,580.00         |
| FY 2027-2028- 1 <sup>st</sup> renewal period | \$ 41,580.00         |
| FY 2028-2029- 2 <sup>nd</sup> renewal period | \$ 41,580.00         |
| <b>TOTAL:</b>                                | <b>\$ 205,920.00</b> |

#### **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 or her designee, 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 \$2,000,000.00 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. Professional Liability (errors and omissions): Insurance appropriate to the Provider's profession with limit no less than \$2,000,000.00 per occurrence or claim, \$4,000,000.00 aggregate.

9.1.5. 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.

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

9.1.6.1. 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).

9.1.6.2. 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.

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

9.1.6.4. 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.

9.1.6.5. 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.

9.1.6.6. 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.

9.1.6.7. 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.

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

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



**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.

13.19. Boycott of Israel. Pursuant to NRS 332.065(4), Provider certifies that the Provider is not currently engaged in a boycott of Israel, and Provider agrees not to engage in a boycott of Israel during the Term.

[The remainder of page is intentionally left blank. Signature page to follow.]

**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

Sea-Western, Inc.,  
a Washington corporation

By: \_\_\_\_\_  
Pamela A. Goynes-Brown, Mayor

By: Steve Morris  
Name: Steve Morris  
Title: CEO

Attest:

By: \_\_\_\_\_  
Jackie Rodgers, City Clerk

Approved as to form:

By: \_\_\_\_\_  
Andy Moore, Acting City Attorney

EXHIBIT A

Services

Please see the attached page(s).

Mayor  
Pamela A. Goynes-Brown

Council Members  
Isaac E. Barron  
Ruth Garcia-Anderson  
Scott Black  
Richard J. Cherchio



City Manager  
Ryann Juden, J.D., Ph.D.

**Fire Department • Joseph D. Calhoun, Fire Chief**  
**Travis Anderson, Deputy Chief • Justin Campbell, Deputy Chief**  
4040 Losee Road • North Las Vegas, Nevada 89030-3306  
Telephone: (702) 633-1102 • Fax: (702) 399-8730 • TDD: (800) 326-6868  
[www.cnlvfd.com](http://www.cnlvfd.com)

Subject: Request for Proposal (RFP) for NFPA 1852 SCBA Testing Services

Dear SeaWestern,

The North Las Vegas Fire Department is seeking proposals for qualified vendors to provide NFPA 1852 mobile and local testing services of our self-contained breathing apparatus (SCBA) equipment. The purpose of this RFP is to ensure compliance with NFPA standards and maintain the safety and functionality of our SCBA equipment worn by first responders.

**Scope of Work:**

The selected vendor will be responsible for conducting annual inspections, flow testing, major repairs, hydrostatic cylinder testing, and associated maintenance tasks for our SCBA equipment. All services must adhere to NFPA 1852 standards and be completed locally within Southern Nevada.

**Service Requirements:**

The selected vendor must possess expertise in NFPA 1852 testing procedures and demonstrate the ability to perform on-site services or provide mobile testing capabilities. Services shall include comprehensive inspection, testing, and maintenance procedures outlined in NFPA 1852. The selected vendor shall provide the Fire Department with a digital copy of all repair's and bench flow tests.

**Technical Specifications:**

The selected vendor must have the appropriate equipment, tools, and qualified personnel to conduct NFPA 1852 testing. Personnel performing the services must hold relevant certifications and training in SCBA testing procedures issued by 3M-SCOTT SAFETY as a Technician II.

**Timeline:**

Proposals must be submitted by May 09, 2024. The anticipated timeline for the completion of services will be determined upon contract award.

**Proposal Submission Requirements**

Proposals shall be submitted electronically to SchusterS@cityofnorthlasvegas.com. Required documentation includes company profile, technician certifications, relevant experience, and references.

**Evaluation Criteria:**

Proposals will be evaluated based on experience, expertise, cost, and adherence to NFPA standards. The selection committee reserves the right to interview vendors if necessary.

**Terms and Conditions:**

The contract duration, payment terms, liability, insurance requirements, and termination clauses will be specified in the final agreement between the selected vendor and The City of North Las Vegas, NV.

**Contact Information:**

For questions and clarifications, please contact Scott Schuster at (702) 669-3343.

Sincerely,

Scott Schuster #7963  
Fire Logistics Officer / Fire Investigator  
North Las Vegas Fire Department  
4040 Losee Rd.  
North Las Vegas, NV 89030

EXHIBIT B

Quote

Please see the attached page(s).



**SeaWestern Inc**  
P.O. Box 51  
Kirkland, Washington 98083

Phone (425) 821-5858  
Fax (425) 823-0636  
Toll Free 1-800-327-5312  
[www.seawestern.com](http://www.seawestern.com)  
E-mail: [info@seawestern.com](mailto:info@seawestern.com)

May 6<sup>th</sup>, 2024

North Las Vegas Fire Department  
4040 Losee Rd  
North Las Vegas, NV 89030

RE: Request for Proposal (RFP) for NFPA 1852 SCBA Testing Services

To: Scott Schuster, Chief Joseph Calhoun and whom it may concern regarding this RFQ.

SeaWestern is pleased to respond to the request of the North Las Vegas Fire Department (NLVFD) for the following scope of work which includes conducting annual inspections, flow testing, major repairs, hydrostatic cylinder testing, and associated maintenance tasks for NLVFD SCBA equipment.

These services will adhere to NFPA 1852 standards and be completed either on site at NLVFD or at SeaWestern located at 3111 South Valley View Boulevard, Suite B-107, Las Vegas, Nevada 89102.

SeaWestern was founded in 1977 by Russ Morris. Since this time, his son Steve Morris as President of SeaWestern has grown our team to 20 sales professionals and 14 service technicians. SeaWestern now currently serves 11 of the 13 western states, including AK, WA, OR, ID, NV, CA, AZ, UT, MT, WY, and CO with quality, industry leading products, including 3M SCOTT SCBAs, BAUER Compressors, LION Turnouts & PPE, Holmatro Rescue Tools, KeyHose, Elkhart Brass, FLIR, and Bloward Fans in addition to many others, and most recently introduced a SeaWestern Emergency Vehicles division.

SeaWestern is one of just a few authorized 5-Star Service Centers for 3M Scott SCBAs in the country and has a certified Scott technician at our southern Nevada location. Please see certifications attached.

SeaWestern currently provides similar services to departments across the western region including the references below:

- Portland Fire & Rescue - Bill Goforth / Deputy Chief of Logistics, 503-823-4558
- Shoreline Fire Department - Mark Foster / Deputy Chief of Operations, 206-533-6527
- Bellingham Fire Department - Brody Loy / Battalion Chief, 360-303-2746

We appreciate and look forward to the opportunity to provide these services and support to NLVFD.

If you have any questions regarding this proposal, please let us know.

Respectfully,

**Troy Enright**  
SeaWestern Fire Fighting Equipment  
Director of Operations  
(360) 961-8048 (mobile)  
(800) 327-5312 (office)  
[Troy@SeaWestern.com](mailto:Troy@SeaWestern.com)

SeaWestern, Inc  
P.O. Box 51,  
Kirkland, WA 98083



# SEAWESTERN

## FIRE FIGHTING EQUIPMENT

**Quote**

Phone: 425-821-5858  
Email: Info@seawestern.com  
www.seawestern.com

|  |                  |  |            |   |            |
|--|------------------|--|------------|---|------------|
| <b>Bill To:</b><br>North Las Vegas Fire Department<br>4040 Losee Rd<br>North Las Vegas, NV 89030 |                  | <b>Ship To:</b><br>North Las Vegas Fire Department<br>4040 Losee Rd<br>North Las Vegas, NV 89030 |            | <b>Date</b>   | 05/01/2024 |
|  |                  |  |            | <b>Customer No.</b>   | 1112519    |
|  |                  |  |            | <b>Quote No.</b>  | QUO22810   |
|  |                  |  |            | <b>Sales Rep</b><br>Troy Enright<br>(360) 961-8048<br>Troy@seawestern.com |            |
| <b>Expires</b>   | <b>Attention</b> | <b>Delivery</b>  | <b>FOB</b> |   |            |
| 05/31/2024   | Scott Schuster   |  |            |   |            |

| Qty | Unit | Part Number | Description  | Unit Price | Extended Price |
|-----|------|-------------|--|------------|----------------|
| 123 |      | SCOTT FLOW  | SCOTT SCBA/RIT Reducer/Regulator Flow Test - 1st Year<br>Qty 119. X3Pro SCBA<br>Qty 4. RIT Packs   | 65.00      | 7,995.00       |
| 123 |      | SCOTT FLOW  | SCOTT SCBA/RIT Reducer/Regulator Flow Test - 2nd Year<br>Qty 119. X3Pro SCBA<br>Qty 4. RIT Packs   | 65.00      | 7,995.00       |
| 123 |      | SCOTT FLOW  | SCOTT SCBA/RIT Reducer/Regulator Flow Test - 3rd Year<br>Qty 119. X3Pro SCBA<br>Qty 4. RIT Packs   | 70.00      | 8,610.00       |
| 250 |      | HYD TEST    | HYDROSTATIC TEST ON CYLINDER - JUNE 2028<br>(Includes service charge for removing and reinstalling cylinder sleeves)<br><br>Repairs performed outside of warranty coverage will be billed at the hourly rates below plus parts.<br>Hourly Labor Rate:<br>1st Year \$135 hr<br>2nd Year: \$143 hr<br>3rd Year: \$150 hr<br><br>*All Service will be performed onsite or at our local SeaWestern office in Las Vegas below (including Hydro Testing)<br><br>SeaWestern<br>3111 South Valley View Boulevard, Suite B-107<br>Las Vegas, Nevada 89102<br><br>**Typical response time upon notification during business hours:<br>24-48 hours during weekdays, first available work day following a weekend or holiday, exceptions may apply.<br><br>***Contract can be renewed for up to two (2), one (1) year extensions for a maximum Five (5) years with current pricing agreed upon 90-days in advance of the 3-Year contract end date of June 30th, 2027 | 60.00      | 15,000.00      |

**Total \$39,600.00**

*Pricing valid for above listed quantities  
Restocking fee up to 25% will apply on any non-stock merchandise  
Returns within 30 days of receipt  
Custom orders are non-cancellable, non-returnable  
Unless otherwise noted, pricing does not include shipping.  
Orders over \$2500 paid by credit card will have a 3% processing fee applied.*



## SERVICE AGREEMENT

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This SERVICE AGREEMENT ("**Agreement**") is effective JULY 1<sup>st</sup>, 2024

**BETWEEN:**                   **SeaWestern, Inc** (the "Contractor")  
12815 NE 124<sup>th</sup> Street, Suite H  
Kirkland, WA 98034

**AND:**                         **North Las Vegas Fire Department** (the "Customer"),  
4040 Losee Rd  
North Las Vegas, NV 89030

(The Contractor and the Customer shall be individually referred to as a "**Party**" and collectively referred to as the "**Parties**", as the context may require).

### WHEREAS

- A. Contractor is a 5-Star certified service provider for 3M SCOTT SCBA service and maintenance, a certified service and maintenance provider for Bauer Breathing Air Compressors and a certified service and maintenance provide of hydrostatic testing of high-pressure breathing air cylinders.
- B. Customer desires to have Contractor provide services for them.
- C. Contractor desires to provide services to Customer on the terms and conditions set forth herein (the "Services").

### 1. SERVICES PROVIDED

Beginning on upon agreement to this contract, SeaWestern, Inc will provide to **North Las Vegas Fire Department** the following service (collectively, the /Services"):

- Flow Testing, Warranty and Non-Warranty Repair Support of the 3M SCOTT SCBA – Qty. 119 X3Pro 4500psi Packs & Qty 4. RIT Kits
- Hydrostatic Testing of Qty. 250 SCBA Cylinders

### 2. SCOPE OF WORK

Contractor agrees to provide Services pursuant to the quote **QUO22810** and description of services attached hereto (the "Quote and Description of Services").

### 3. TERM

This contract is good for 3-years with the ability to renew for up to two (2) additional, one (1) year extensions, for a maximum of five (5) years with current pricing agreed upon 90-days in advance of the contract end date of JUNE 30<sup>th</sup>, 2027.

**4. PERFORMANCE**

The parties agree to do everything possible to ensure that the terms of this Agreement take effect.

**5. PAYMENT FOR SERVICES**

In exchange for the Services rendered, a payment pursuant to the Scope of Work will be made to the Contractor upon completion of the scheduled Services described in this Contract.

**6. DELIVERY OF SERVICES**

The Contractor will exercise due diligence in the provision of services. However, the Customer acknowledges that the indicated delivery times and other payment milestones listed in Scope of Work are estimates and do not constitute final delivery dates.

**7. SECURITY**

The Contractor must make reasonable security arrangement to protect Material from unauthorized access, collection, use, alteration or disposal.

**8. RETURN OF PROPERTY**

Upon the expiry or termination of this Agreement, the Contractor will return to the Customer any property, documentation, records or Confidential Information which is the property of the Customer.

**9. COMPENSATION**

For all services rendered by the Contractor under this Agreement, the Customer shall indemnify the Contractor.

In the event that the Customer fails to make any of the payments mentioned, the Contractor shall have the right, but shall not be obliged, to exercise any of the following remedies:

- (1) terminate the agreement,
- (2) revoke or suspend services or deliverables, or
- (3) take legal action.

**10. ENTIRE AGREEMENT**

10.1. This Agreement constitutes the complete understanding between the Parties. No other promises, representations, or agreements shall be binding unless signed by these Parties.

10.2. This Agreement cannot be altered, amended, or modified in any respect, except by a writing duly executed by all Parties to the Agreement.

**CONTRACTOR**

**CUSTOMER**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title



# FIVE STAR SERVICE CENTER

*is hereby granted to*

**SeaWestern Inc**

***for successfully meeting the requirements thereof  
and demonstrating service excellence***

*This 1st day of January, two thousand and twenty four  
Certification valid until December 31st 2024*

Keith Shaffer

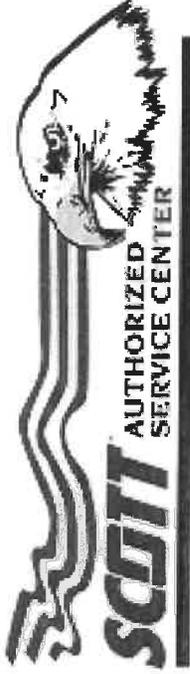
Technical Support Manager / USAC

Thomas Riley

Global Service Manager



***This Certificate is Issued Jointly To***



**Certification ID :C018242**

**Brian Little**

*Individual Name*

**SEAWESTERN INC**

*Organization*

***to certify satisfactory completion of the  
course in and requirements of***

**SCBA Certified Technician II  
Maintenance and Overhaul**

*Issued By*

**Scott Technical Support**

*This certificate is valid in conjunction with the Authorized Service Agreement  
for the sponsoring organization shown above or until **September 28, 2025***

**September 28, 2023**

*Date Issued*

**Justin Bellinger**

*Scott Representative*



# BUSINESS LICENSE

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

Mailing Address:

**SEA WESTERN, INC.  
PO BOX 51  
KIRKLAND, WA 98083-0051**

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: **BUS-000590-2023**      Expiration Date: **03/31/2025**

Type of License: **BUSINESS**

Classification: **MISCELLANEOUS FLAT FEE**

Business Location: **SEA WESTERN, INC.  
12815 NE 124TH ST STE H  
KIRKLAND, WA 98034**

Owner/Principal(s): **SEA-WESTERN, INC.**

**CITY OF  
NORTH LAS VEGAS**

  
\_\_\_\_\_  
Alfredo Melesio  
Director of Land Development & Community  
Services

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/8/2024

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).

|  |   |                       |
|--|---|-----------------------|
| <b>PRODUCER</b><br>Arthur J. Gallagher Risk Management Services, LLC<br>777 108th Ave NE, Suite 200<br>Bellevue WA 98004 | <b>CONTACT NAME:</b> Colin Dooley         |                       |
|  | <b>PHONE (A/C. No. Ext):</b> 206-607-0936 | <b>FAX (A/C. No):</b> |
| <b>E-MAIL ADDRESS:</b> colin_dooley@ajg.com  |   |                       |
| <b>INSURER(S) AFFORDING COVERAGE</b>   |   | <b>NAIC #</b>         |
| <b>INSURER A :</b> Travelers Indemnity Company   |   | 25658                 |
| <b>INSURER B :</b> Star Insurance Company  |   | 18023                 |
| <b>INSURER C :</b> StarStone Specialty Insurance Company   |   | 44776                 |
| <b>INSURER D :</b> Great American E&S Insurance Company  |   | 37532                 |
| <b>INSURER E :</b> Gemini Insurance Company  |   | 10833                 |
| <b>INSURER F :</b>   |   |                       |

**COVERAGES** **CERTIFICATE NUMBER:** 1514139110 **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  |
|-------------|--|-----------|----------|--|------------------------------------|------------------------------------|---|
| C           | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | Y         | Y        | PRL00051258P-00                          | 8/19/2023                          | 8/19/2024                          | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| A           | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                              | Y         | Y        | 8106T470360                              | 8/19/2023                          | 8/19/2024                          | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |
| D           | <input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$   |           |          | XSF064797                                | 8/19/2023                          | 8/19/2024                          | EACH OCCURRENCE \$ 2,000,000<br>AGGREGATE \$ 2,000,000<br>\$  |
| B           | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N<br>If yes, describe under DESCRIPTION OF OPERATIONS below   |           | N/A      | WC087258402                              | 8/1/2024                           | 8/1/2025                           | PER STATUTE OTH-ER See Desc. of Ops<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000   |
| B<br>A<br>E | WA Employers Liability<br>Car Dealers Coverage<br>Professional Liability   |           |          | WC087258402<br>8106T470360<br>VNPL013379 | 8/1/2024<br>8/19/2023<br>8/19/2023 | 8/1/2025<br>8/19/2024<br>8/19/2024 | Limit<br>Liability Limit<br>Limit<br>1,000,000<br>1,000,000<br>1,000,000  |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Work Comp Included States per Policy no. WC087258401: OR, AK, ID, CO, UT, MT, NV, AZ, CA

|   |   |
|---|---|
| <b>CERTIFICATE HOLDER</b><br><br>City of North Las Vegas<br>2250 Las Vegas Blvd N<br>North Las Vegas NV 89030 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|   | <b>AUTHORIZED REPRESENTATIVE</b><br>  |

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

## **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li><b>A. BROAD FORM NAMED INSURED</b></li> <li><b>B. BLANKET ADDITIONAL INSURED</b></li> <li><b>C. EMPLOYEE HIRED AUTO</b></li> <li><b>D. EMPLOYEES AS INSURED</b></li> <li><b>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b></li> <li><b>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</b></li> <li><b>G. WAIVER OF DEDUCTIBLE – GLASS</b></li> </ul> | <ul style="list-style-type: none"> <li><b>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</b></li> <li><b>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b></li> <li><b>J. PERSONAL PROPERTY</b></li> <li><b>K. AIRBAGS</b></li> <li><b>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</b></li> <li><b>M. BLANKET WAIVER OF SUBROGATION</b></li> <li><b>N. UNINTENTIONAL ERRORS OR OMISSIONS</b></li> </ul> |
|---|---|

### **PROVISIONS**

#### **A. BROAD FORM NAMED INSURED**

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### **B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

#### **C. EMPLOYEE HIRED AUTO**

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

**b.** For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1)** Any covered "auto" you lease, hire, rent or borrow; and
- (2)** Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

## COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

### D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

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

### E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph **B.7.**, **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

**G. WAIVER OF DEDUCTIBLE – GLASS**

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

**H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

**I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

**J. PERSONAL PROPERTY**

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

**Personal Property**

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

**K. AIRBAGS**

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

**L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

**M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

## COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

### **N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**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)<br>Or Organization(s)   | Location(s) Of Covered Operations |
|--|-----------------------------------|
| Blanket as required by written contract &/or agreement   |                                   |
| 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.

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

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

This endorsement modifies insurance provided under the following:

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

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

### **Primary And Noncontributory Insurance**

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

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

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

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

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

**SCHEDULE**

|  |
|--|
| <b>Name Of Person(s) Or Organization(s):</b>   |
|  |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

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

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.