

GRANULAR ACTIVATED CARBON PURCHASE AND SERVICES AGREEMENT

This Granular Activated Carbon Purchase and Services 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 Carbon Activated Corp., a California corporation (“Provider”).

RECITALS

WHEREAS, the City desires to purchase granular activated carbon, as described in the Granular Activated Carbon Changeout Bid B-1707 (“Invitation to Bid”), attached hereto as Exhibit A (“Products”);

WHEREAS, the City desires to purchase the Products, including an all-inclusive warranty, from Provider as outlined in this Agreement, and Provider agrees to sell, deliver, and install the Products upon the terms and conditions described in this Agreement, including Exhibit A and Provider’s Response to the Invitation to Bid, attached hereto as Exhibit B;

WHEREAS, the City further desires to have Provider provide the granular activated carbon installation services detailed in the BID’s Scope of Work (“Services”) as outlined in this Agreement, upon the terms and conditions described in this Agreement; and

WHEREAS the Provider represents that it is an authorized reseller of the Products and Provider agrees to sell, deliver, and provide the Services upon the terms and conditions described in this Agreement.

NOW, THEREFORE, upon good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Provider agree to the following terms, conditions, and covenants:

SECTION ONE RESPONSIBILITY OF PROVIDER

1.1. The Provider shall perform all of its obligations in the manner set forth in this Agreement including, without limitation, selling the Products to the City at the prices and quantities set forth in the Provider’s bid dated December 19, 2023 (“Bid”) attached hereto as Exhibit B, complying with the terms of the Invitation to Bid attached hereto as Exhibit A, and all related additional or incidental tasks necessary to effectuate the intent of this Agreement.

1.2. The Products shall be new and must meet or exceed the technical specifications detailed in the Bid or as otherwise specified by the City.

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1.3. If the Provider is shipping any of the Products to City prior to performing the Services, the Provider shall ship the Products to a shipping address specified by the City (“Delivery Location”) F.O.B. Delivery Location as ordered by the City. Provider bears all risk of loss or damage to the Products until delivery of the Products to the City. Title to the Products passes to the City only after the delivery and unloading of the Products at the Delivery Location is complete. Delivery of the Products is not complete until such Products have physically been received and accepted by the City.

1.4. The Provider shall perform the Services in accordance with Exhibit A, and the terms, conditions, and covenants of 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.

1.5. The Provider shall furnish all user, instruction, or operator manuals for the Products as applicable.

1.6. The Provider shall furnish copies of all standard product warranties, extended warranties, and service and maintenance agreements for the Products from any manufacturer. To the extent possible, the Provider shall transfer or assign such warranties and agreements upon the request of the City.

1.7. The Provider shall promptly notify the City any time that the Provider fails to meet the requirements of this Agreement and shall, at its own expense, promptly take all actions to come back into compliance with this Agreement. If the Provider performs any additional task without obtaining the City’s prior written approval, the Provider does so at its own risk and expense.

1.8. The Provider shall at its own expense comply at all times with all municipal, county, state and federal laws, regulations, rules, codes, ordinances, and other applicable legal requirements.

SECTION TWO PAYMENT AND TERM

2.1. The term of this Agreement shall commence on the Effective Date and continue until Provider provides the Products and Services to the City or until the Project is complete as determined by the City in its sole and complete discretion, whichever is later (“Term”). Depending on the City’s order quantities for the Project. The City shall pay the Provider for delivering and installing the Products and providing the Services up to an amount not to exceed Two Hundred Nineteen Thousand, One Hundred Ninety-Five Dollars and 00/100 (\$219,195.00).

2.2. The prices will remain in effect for the Term of the Agreement. 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.

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2.3. Payment to the Provider shall be made within thirty (30) calendar days after the City receives each invoice from the Provider, provided that such invoice is complete, correct, and undisputed by the City. Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Provider will be paid in full within 30 calendar days. Invoices received without a valid purchase order number will be returned unpaid. The Provider shall submit the original invoice to:

City of North Las Vegas
Attention: Accounts Payable
2250 Las Vegas Blvd., North, Suite 710
North Las Vegas, NV 89030

SECTION THREE REPRESENTATIONS AND WARRANTIES

3.1. Provider represents and warrants for the benefit of City, in addition to any other representations and warranties made in this Agreement, with the knowledge and expectation of City's reliance thereon, as follows:

3.1.1. Provider is a duly formed and validly existing California corporation and is in good standing pursuant to the laws of the State of Nevada and has the full power, authority and legal right to execute, deliver and perform under this Agreement.

3.1.2. The Products are now and shall be at the time of delivery free from any security interest, lien, or other encumbrance.

3.1.3. Provider is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to perform all of its obligations under this Agreement.

3.1.4. The representations and warranties made by Provider survive the termination or expiration of the Agreement.

3.1.5. 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.

3.1.6. 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.

3.2. The representations and warranties made by Provider survive the termination or expiration of the Agreement.

SECTION FOUR INSURANCE

4.1. Provider shall procure and maintain, and shall cause each subcontractor, principal or agent to procure and maintain at all times the following insurance coverage for all work related to the performance of this Agreement:

4.1.1. 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.

4.1.2. 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.

4.1.3. 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.

4.1.4. Property Installation Floater covering property damage to any equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

4.1.5. Contractors Pollution Legal Liability with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

4.1.6. 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.

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

4.2.1. 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).

4.2.2. 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.

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

4.2.4. 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.

4.2.5. 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.

4.2.6. 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.

4.2.7. 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.

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

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

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

4.3.3. 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.

4.4. 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.

4.5. 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 FIVE 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 SIX INDEMNIFICATION

Notwithstanding any of the insurance requirements or limits of liability set forth herein, the Provider shall defend, protect, indemnify, and hold harmless the City, and its officers, agents, and employees, from any liabilities, claims, damages, losses, expenses, proceedings, suits, actions, decrees, judgments, reasonable attorneys' fees, and court costs which the City suffers, and/or its officers, agents or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of the Provider, its agents, and employees, or anyone employed by any of them, in fulfillment or performance of the terms, conditions or covenants of this Agreement including, without limitation, compliance with the terms of Exhibit A, and Exhibit B. This Section Six shall survive the completion of the Project, if applicable, and the termination or expiration of this Agreement until such time as the applicable statutes of limitation expire.

SECTION SEVEN CONFIDENTIALITY AND AUTHORIZATION FOR ACCESS TO CONFIDENTIAL INFORMATION

7.1. 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.

7.2. 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.

7.3. The Provider, its employees, agents, or subcontractors shall have no access whatsoever to the facilities nor files (digital or otherwise) of the City's Utilities Department without the physical presence of an escort pre-approved in writing by management of the Utilities Department.

SECTION EIGHT TERMINATION

The City, through its City Manager, may terminate this Agreement at any time for convenience, upon notice to the Provider, and the City shall have no liability to the Provider for such termination except that the City shall pay the Provider for the reasonable value of the Products provided and installed by the Provider to City up through and including the date of termination, provided that the Provider, within thirty (30) days following the date of the City's termination notice, submits an invoice for such Products in a form reasonably acceptable to the City and such invoice is supplemented by such underlying source documentation as is reasonably requested by the City.

SECTION NINE NOTICES

9.1. All notices, demands, and other instruments required or permitted to be given pursuant to this Agreement shall be in writing and be deemed effective upon delivery in writing if served by email, personal delivery, by overnight courier service, by facsimile, or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To City:	City of North Las Vegas
	Attention: Joy Yoshida
	2250 Las Vegas Blvd., North, Suite 820
	North Las Vegas, NV 89030
	Phone: 702-633-1745

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To Provider: Carbon Activated Corp.
Attention: Janet Ruelas
2250 S. Central
Compton, CA 90220
Phone: 310-885-4555
Email: janetr@activatedcarbon.com

9.2. The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

SECTION TEN SAFETY

10.1. 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.

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

SECTION ELEVEN MISCELLANEOUS

11.1. Nevada and City Law. The laws of the State of Nevada and the North Las Vegas Municipal Code shall govern the validity, construction, performance, and effect of this Agreement, without regard to conflicts of law. The parties to this Agreement consent to the jurisdiction of any court of competent jurisdiction in Clark County, Nevada to adjudicate any dispute related to this Agreement or actions to enforce or interpret the terms of this Agreement.

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

11.3. Non-Waiver. The failure to enforce or the delay in enforcement of any provision of this Agreement by a party shall in no way be construed to be a waiver of such provision or right unless such party expressly waives such provision or right in writing.

11.4. Partial Invalidity. If any term of this Agreement should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all provisions not held invalid, void or unenforceable, shall continue in full force and effect.

11.5. Controlling Agreement. To the extent any of the terms or provisions in the Bid 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 Provider's Bid 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.

11.6. 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 11.6 shall survive the completion of this Agreement until the applicable statutes of limitation expire.

11.7. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior representations, agreements, and understandings of the parties. No addition to or modification of this Agreement shall be binding unless executed in writing by the parties hereto.

11.8. Time of Essence. Time is of the essence in the performance of this Agreement.

11.9. Shipping. The Products are to be packaged in a manner that assures they are protected against deterioration and contamination. All shipments are to meet applicable D.O.T. Regulations. Serial numbers noted on the packing slip must match the serial number of the actual goods shipped. Incorrect or questionable documentation of serial numbers may result in shipment rejection. Shipments rejected due to Provider error will be returned solely at Provider's cost.

11.10. Inspection. An authorized representative of the City will inspect the Products at time of delivery. If deficiencies are detected, the Products may be rejected and the Provider will be required to make necessary repairs, corrections, or replacements. Payment and/or commencement of a discount period will not be made until the corrective action is made, the Products are re-inspected, and accepted.

11.11. Further Assurances. The Provider shall execute and deliver all such documents and perform such acts as are reasonably requested by the City to complete its obligations under this Agreement.

11.12. Effect of Agreement 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 hereof.

11.13. 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 the Provider under this Agreement, this Agreement will be terminated when appropriated funds expire.

11.14. 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 the Provider for the disclosure of any public record, including but not limited to documents provided to the City by the Provider. In the event the City is required to defend an action with regard to a public records request for documents submitted by the Provider, the Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorney's fees related to such public records request. This section 11.14 shall survive the expiration or early termination of the Agreement.

11.15. Electronic Signatures. For purposes of this Agreement, the use of facsimile, email or other electronic medium shall have the same force and effect as original signatures.

11.16. 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.

11.17. 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.

IN WITNESS WHEREOF, the City and the Provider have caused this Agreement to be executed as of the day and year first above written.

City of North Las Vegas,
a Nevada municipal corporation

By: _____
Pamela A. Goynes-Brown, Mayor

Attest:

By: _____
Jackie Rodgers, City Clerk

Approved as to Form:

By: _____
Micaela Rustia Moore, City Attorney

Carbon Activated Corp.,
a California Corporation

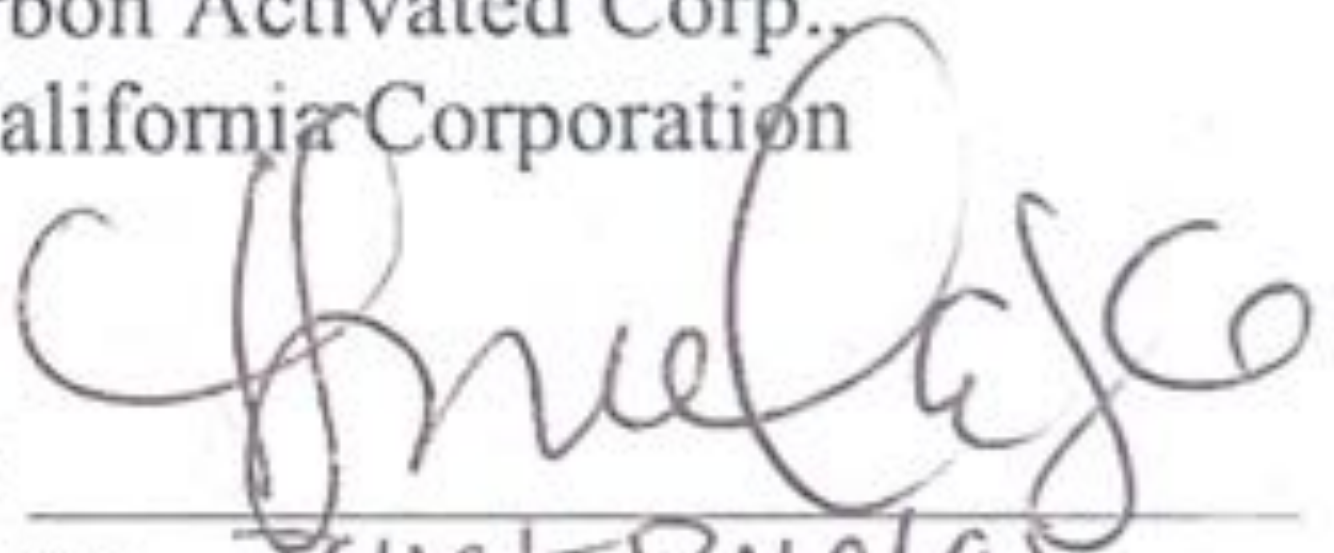
By: 
Name: Janet Ruelas
Title: Branch Manager

EXHIBIT A

Invitation to Bid – BID B-1707

Please see the attached page(s).

Mayor
Pamela A. Goynes-Brown

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

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



Finance Department
Purchasing Department
2250 Las Vegas Boulevard, North · Suite #710 · North Las Vegas, Nevada 89030
Telephone: (702) 633-1745 · Fax: (702) 669-3328 · TDD: (800) 326-6868
www.cityofnorthlasvegas.com

November 27, 2023

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1707 Granular Activated Carbon Changeout**

Bids will be received electronically only through the Nevada Gov eMarketplace (NGEM) System at www.ngemnva.com until **December 20, 2023 at 10:00 A.M. local time** (the "Bid Due Date"). **A Bid opening will be held on a conference call via Google Meet, Telephone# 662-762-0408, Meeting Pin# 830 512 774# on the Bid Due Date.**

An optional Pre-Bid Meeting will be held on **December 5, 2023 at 1:00 p.m. local time** via Google Meet conference call, Telephone # 413-341-4515, Meeting Pin# 908 665 169#. The purpose of this meeting is to discuss the Invitation to Bid requirements and answer any questions or concerns. Any and all questions asked during the Pre-Bid meeting must be submitted in writing either via email or submitted in NGEM at the conclusion of the Pre-Bid Meeting.

All questions or concerns must be submitted electronically in NGEM or via e-mail to Joy Yoshida, Senior Buyer, at yoshidaj@cityofnorthlasvegas.com. The cut-off time for all questions is **December 12, 2023, at 12:00 p.m.** local time. All questions received will be consolidated and answered AFTER the question cut off period via Addendum on NGEM. Any questions received after the question cut off period will not be answered.

Bid documents may be accessed on NGEM or on the City of North Las Vegas (City) Purchasing Web Page (listed above). The City reserves the right to reject any and all Bids, waive any informality or technicality, or to otherwise accept Bids deemed in the best interest of the City. Capitalized terms contained in this Invitation to Bid are defined in the Definitions section on page 10.

Marie Leake
Procurement Manager

Published in the Las Vegas Review Journal
(November 27, 2023)

**CITY OF NORTH LAS VEGAS INVITATION TO BID
BID B-1707 Granular Activated Carbon Changeout**

1. PUBLIC RECORDS:

The Bid documents and all Bids submitted in response thereto are public records. You are cautioned not to put any material into the Bid that is proprietary in nature. The City is a public agency under state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's records, including this Invitation to Bid, are public records which are subject to inspection and copying by any person, unless declared by law to be confidential.

2. PERFORMANCE OF WORK:

The selected Respondent shall perform all work as may be necessary to complete the Contract in a satisfactory and acceptable manner, and unless otherwise provided, shall furnish all transportation, materials, equipment, labor and incidentals necessary to complete the project.

3. FORM OF CONTRACT:

Execution of the Contract by all named parties will authorize delivery of goods and/or services obtained under this Invitation to Bid.

4. ELECTRONIC BID THROUGH NGEM SYSTEM:

Bids must be submitted online through the Nevada Government eMarketplace (NGEM). NGEM is an electronic bidding system used by a consortium of local government entities in Nevada for supplier registration and the submission of electronic bids and proposals. NGEM is available at www.ngemnvt.com. There is no cost for any Respondent to use NGEM, however, all Respondents must register prior to gaining access to see the details of any solicitation and to submit a bid or proposal online. All Bids must be submitted on NGEM no later than the Bid Due Date and time. NGEM's server clock will govern time of submittal.

5. EXPLANATION TO RESPONDENT:

Any explanations desired by Respondent regarding the meaning or interpretation of specifications must be requested in writing and with sufficient time allowed for a reply to reach Respondent before submission of their Bid. Oral explanations given before the award of the Contract will not be binding. Any written interpretation made will be furnished to all Respondents and its receipt by the Respondent will be acknowledged. Interpretation of the meaning of the plans, specifications, or other pre-Bid documents will not be binding if presented to any Respondent orally. Every request for such interpretation should be in writing addressed to Joy Yoshida, Buyer at yoshidaj@cityofnorthlasvegas.com. Any and all such interpretations and any supplemental instructions deemed necessary will be in the form of a written addendum to the specifications which, if issued, will be posted on NGEM. Failure of any Respondent to receive any such addendum or interpretation shall not relieve such Respondent from any obligation under these Bid documents as submitted. All addenda issued shall become part of the Bid documents.

6. METHOD OF EVALUATION AND AWARD OPTIONS:

The evaluation of this Bid will be conducted by City personnel. The City will award this Bid to the Respondent(s) that submits the lowest responsive and responsible Bid deemed to be in the City's best interest. The City reserves the right to reject all Bids. Pursuant to NRS 332.065(4), the City shall not enter into the Contract with a Respondent to this Bid unless the Contract includes the written certification that the Respondent is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

7. ASSIGNMENT OF CONTRACTUAL RIGHTS:

It is agreed that the Contract must not be assigned, transferred, conveyed, or otherwise disposed of by either party in any manner, unless approved in writing by the other party or unless otherwise allowed pursuant to NRS 332.095(2). The Respondent will be an independent contractor for all purposes and no agency, either expressed or implied, exists.

8. CONDITIONS OF BID SUBMITTAL:

- (a) The Bid must be signed by a duly authorized official of the proposing firm or company submitting the Bid.
- (b) No Bid will be accepted from any person, firm, or company that is in arrears for any obligation to the City, or that otherwise may be deemed irresponsible or unresponsive by City staff or City Council.
- (c) No Bid will be accepted from any person, firm, or company if that person, firm, or company or any of its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transactions with any federal or state department or agency. By signing and submitting a Bid to the City, the Respondent certifies that no current suspension or debarment exists.
- (d) All Bids shall be prepared in a comprehensive manner as to content. Neither expensive binders nor promotional material are necessary or required.

9. BID PROTESTS:

The City will publish the Recommendation of Award Notification on NGEM. . Any Respondent may file a notice of protest regarding the proposed award of the Contract by the North Las Vegas City Council. Respondents will have five (5) business days from the date the Recommendation of Award is published to submit the written protest to the City Clerk. The written protest must include a statement setting forth, with specificity, the reasons the person filing the protest believes that applicable provisions of the Bid documents or law were violated. At the time a notice of protest is filed, the person filing such notice of protest shall post a bond with a good and solvent surety authorized to do business in the State of Nevada, and supply it to the City Clerk. The bond posted must be in an amount equal to the lesser of: (i) twenty-five percent (25%) of the total value of the Bid submitted by the person filing the notice of protest; or (ii) two hundred fifty thousand dollars (\$250,000).

A notice of protest filed in accordance with this section shall operate as a stay of action in relation to the award of the Contract until a determination is made by the North Las Vegas City Council. A person who makes an unsuccessful Bid may not seek any type of judicial intervention until after the North Las Vegas City Council has made a determination on the notice of protest and awarded the contract. Neither the City nor any authorized representative of the City is liable for any costs, expenses, attorney's fees, loss of income, or other damages sustained by a person who submits a Bid, whether or not the person files a notice of protest pursuant to this section.

If a protest is upheld, the bond posted and submitted with the notice of protest will be returned to the person who posted the bond. If the protest is rejected, a claim may be made against the bond by the City in an amount equal to the expenses incurred by the City because of the unsuccessful protest.

10. LICENSES:

All Respondents must provide a copy of all appropriate licenses in accordance with the laws of the State of Nevada, prior to submission of Bids. Upon award, the successful Respondent will be required to obtain a North Las Vegas Business License.

11. PUBLIC OPENING:

Bids received will be opened and the name of the Respondent's company will be read via conference call at the time and place indicated in the Bid documents. Respondents, their

authorized agents, and the public are invited to call in. No responsibility will attach to any City official or employee for the pre-opening of, or the failure to open, a Bid not properly addressed or identified.

12. TERM OF THE CONTRACT:

The contract commences upon approval by the City Council (if required) and execution of a contract. Contractor will have 45 days from notice to proceed to complete the replacement.

13. INSURANCE:

Prior to the commencement of the Contract, the successful Respondent must provide properly executed Certificates of Insurance to the City, which shall clearly evidence all insurance required by the City, including a policy or certificate of comprehensive general liability insurance in which the City, its public officials, officers, employees, agents, and volunteers shall be the named insured or be named as an additional insured. In compliance with this provision, the Respondent may file with the City a satisfactory policy providing a minimum \$1,000,000 "blanket coverage" policy or certificate of insurance. Such insurance will (i) waive subrogation against the City, its officers, agents, servants, and employees; (ii) will be primary and any insurance or self-insurance maintained by the City will apply in excess of, and not contribute with, the insurance required; (iii) will include or be endorsed to cover the Respondent's contractual liability to the City; and (iv) disclose all deductibles and self-insured retentions in the Certificate of Insurance. No deductible or self-insured retention may exceed \$250,000.00 without the City's written approval. Required insurance shall not be canceled, allowed to expire or be materially reduced in coverage until after 30 days' written notice has been given to, and approved in writing by, the City Attorney or the City Risk Manager.

The policy shall provide the following minimum limits:

WORKER'S COMPENSATION INSURANCE: Each successful Respondent shall secure, maintain in full force and effect, and bear the cost of complete Worker's Compensation insurance in accordance with the Nevada Industrial Insurance Act - Nevada Revised Statutes, Chapter 616A-616D, inclusive, for the duration of the Contract and shall furnish the City, prior to the execution of the Contract, a Certificate of Insurance which meets the requirements of the Nevada Industrial Insurance Act. The City, or any of its officers or employees, will not be responsible for any claims or suits in law or equity occasioned by the failure of the successful Respondent to comply with the provisions of this paragraph. If the successful Respondent has no employees, then Exhibit C - Affidavit of Rejection of Coverage for Workers' Compensation must be completed and submitted with response to this Invitation to Bid.

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.

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

PROPERTY INSTALLATION FLOATER: covering property damage to any equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

CONTRACTORS POLLUTION: Legal Liability with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

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.

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

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 Respondent 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 Respondent'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).

PRIMARY COVERAGE: For any claims related to this contract, the Respondent'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 Respondent's insurance and shall not contribute with it.

NOTICE OF CANCELLATION: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

WAIVER OF SUBROGATION: Respondent hereby grants to the City a waiver of any right to subrogation which any insurer of said Respondent may acquire against the City by virtue of the payment of any loss under such insurance. Respondent 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.

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

SELF-INSURED RETENTIONS: Self-insured retentions must be declared to and approved by the City. The City may require the Respondent 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.

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.

CLAIMS MADE POLICIES: If any of the required policies provide claims-made coverage:

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

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

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 Respondent must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

VERIFICATION OF COVERAGE: Respondent 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 Respondent'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.

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.

Such insurance shall include the specific coverage set out herein and be written for NOT LESS THAN the limits of liability and coverage provided in the "Insurance Service Office", or required by law and other governing agencies, whichever is greater. The cost of this insurance shall be deemed included in the Bid prices and no additional compensation will be made.

In addition, the Respondent shall furnish evidence of a commitment by the insurance company to notify the City by registered mail of the expiration or cancellation of the insurance policies required not less than 30 days before the expiration or cancellation is effective.

14. INDEMNITY:

The successful Respondent agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from any and all liabilities, causes of action, 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 Respondent, its subcontractors, agents, and employees, in the fulfillment or performance of the work described herein until such time as the applicable statutes of limitation expire.

15. PROVISIONS PROVIDED BY LAW:

Each and every provision and clause required by law to be inserted in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract forthwith shall be physically amended to make such insertion or correction. The Respondent's attention is directed to the fact that all applicable city, county, state, and federal laws, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the Contract throughout its duration and such laws, rules, and regulations will be deemed to be included in the Contract the same as though they had been written out in full herein.

16. ADDENDA INTERPRETATIONS:

If it becomes necessary to revise any part of this Bid, a written or electronic addendum will be provided publicly. The City is not bound by any oral clarifications changing the scope of work for this Invitation to Bid.

17. CANCELLATION OF CONTRACT:

The City reserves the right to cancel the award or execution of any agreement at any time before the Contract has been approved by the City Council without any liability or claims thereof against the City.

18. TERMINATION FOR CONVENIENCE:

The City, through its City Manager or his/her designee, shall have the right at any time to terminate further performance of the Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the Respondent, specifying the extent and effective date of the termination. On the effective date of the termination, the successful Respondent shall terminate all work and take all reasonable actions to mitigate expenses. The successful Respondent shall submit a written request for incurred costs for services performed through the date of termination within 30 days of the date of termination. All requests for reimbursement of incurred costs shall include substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the successful Respondent, thirty days after receipt of a correct, adequately documented written request. The City's sole liability under this Paragraph is for payment of the costs for the services requested by the City and actually performed by the successful Respondent.

19. TAXES:

The City is exempt from state, retail, and federal excise taxes. The Bid price must be net, exclusive of taxes.

20. EXCEPTIONS:

Each Respondent must list on a separate document any exceptions to specifications and attach it to their Bid. Exceptions, deviations, or contingencies requested in Respondent's Bid, while possibly necessary in the view of the Respondent, may result in lower scoring or disqualification of a Bid. **A template of the City of North Las Vegas Purchase and Services Agreement is attached at Exhibit F. Any and all exceptions to this document must be declared at the time of submission.**

21. FISCAL FUNDING OUT:

In the event the City fails to appropriate funds for the performance of the Contract, the Contract will terminate once the existing funds have been exhausted.

22. LIMITATION OF FUNDING:

The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under the Contract.

23. ESCALATION:

Prices may not be increased during the term of the Contract.

24. AUDIT OF RECORDS:

- (a) The successful Respondent agrees to maintain financial records pertaining to all matters relative to this Bid in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Bid for a period of three (3) years after completion of this Bid and any subsequent extensions thereof. All records subject to audit findings shall be retained for three (3) years after such findings

have been resolved. In the event the successful Respondent goes out of existence, the successful Respondent shall turn over to the City all of its records relating to this Bid. The successful Respondent agrees to give the City access to records immediately upon request.

- (b) The successful Respondent agrees to permit the City or the City's designated representative(s) to inspect and audit its records and books relative to this Bid at any time during normal business hours and under reasonable circumstances and to copy and/or transcribe any information concerning successful Respondent's operation hereunder, at the City's discretion. The successful Respondent further understands and agrees that said inspection and audit would be exercised upon written notice. If the successful Respondent or its records and books are not located within Clark County, Nevada, and in the event of an inspection and audit, successful Respondent agrees to deliver the records and books or have the records and books delivered to the City or the City's designated representative(s) at an address within the City as designated by the City. If the City or the City's designated representative(s) finds that the records and books delivered by the successful Respondent are incomplete, the successful Respondent agrees to pay the City's or the City's representative(s)' costs to travel (including travel, lodging, meals, and other related expenses) to the successful Respondent's offices to inspect, audit, retrieve, copy and/or transcribe the complete records and books. The successful Respondent further agrees to permit the City or the City's designated representatives to inspect and audit, as deemed necessary, all records of this project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the City.
- (c) If, at any time during the term of this Bid, or at any time after the expiration or termination of the Bid, the City or the City's designated representative(s) finds the dollar liability is less than payments made by the City to the successful Respondent, the successful Respondent agrees that the difference shall be either: (i) repaid immediately by the successful Respondent to the City or (ii) at the City's option, credited against any future billings due the successful respondent.
- (d) The successful Respondent must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order; however, if the City decides that the facts justify, the City may receive and act upon an invoice submitted before final payment of the Bid.
- (e) The successful Respondent shall provide current, complete, and accurate documentation to the City in support of any equitable adjustment. Failure to provide adequate documentation, within a reasonable time after a request from the City will be deemed a waiver of the successful respondent's right to dispute.

25. INDEPENDENT CONTRACTOR:

In the performance of services under the Contract, the successful Respondent and any other persons employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The City shall hold the successful Respondent as the sole responsible party for the performance of the Contract. The Respondent shall maintain complete control over its employees. Nothing contained in this Invitation to Bid, the Contract, or awarded by the City shall create a partnership, joint venture, or agency. Neither party shall have the right to obligate or bind the other party in any manner to any third party. The Contract may not be subcontracted.

26. COMPANY PERSONNEL:

The successful Respondent is solely responsible for the supervision and control of its staff performing work under the Contract; however, the City reserves the right to request removal from its premises the successful Respondent's "on site" staff personnel for just cause, and the successful Respondent shall take reasonable action to comply with the request. Upon award of the Contract, a listing of all personnel authorized to participate in the awarded program shall be submitted and included as part of the executed agreement. The successful Respondent (and employees performing work) may be required to go through a City Background check which can be coordinated with the City's HR department if the successful Respondent will be performing work on City Property or have access to the City's network or data. Successful Respondent shall be notified during the contract phase what background check requirements apply to the contract.

27. KEY PERSONNEL:

The City designates Joy Yoshida, Senior Buyer, as the responsible party for managing this Bid Advertisement. She can be reached at 702-633-1745 or at yoshidaj@cityofnorthlasvegas.com and is available Monday through Thursday from 7:00 am to 4:30 pm.

The City also designates Alan Wolfley, WRF Operations Supervisor, as the project manager for this service. He can be contacted at 702-633-1124 or at wolfleya@cityofnorthlasvegas.com and is available Monday through Thursday from 6am to 3:30pm.

The cutoff date for any questions regarding this is **December 12, 2023, at 12:00 p.m. Local Time**. **Any questions submitted beyond this cut off time will not be answered.**

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1707 Granular Activated Carbon Changeout**

DEFINITIONS

Bid - document submitted by Respondent in NGEM to the City of North Las Vegas offering the product or service that meets the requested specifications. Respondent will fill out the bid document with their price offering and complete all required documents

Certificates of Insurance – a document issued by an insurance company/broker that is used to verify the existence of insurance coverage under specific conditions granted to listed individuals. This document should list the effective date of the policy, the type of insurance coverage provided and the type and dollar amount of applicable liability and shall list the City of North Las Vegas, its public officials, officers, employees, agents, and volunteers, as an additional insured.

City - the City of North Las Vegas.

City Attorney – the lawyer employed by the City, who is legally appointed as legal counsel to transact business on the City's behalf.

City Clerk - a public officer charged with recording the official proceedings and vital statistics of the City.

City Council - the legislative body that governs the city.

City Manager - a person not publicly elected but appointed by the City Council to manage the City.

City Records - information, minutes, files, accounts or other records which the City is required to maintain, and which must be accessible to scrutiny by the public.

City Staff - any person currently employed by the City.

Contract – the written agreement between the City and the Respondent selected by the City as having the lowest responsive and responsible Bid deemed to be in the City's best interest, as approved by City Council and fully executed by the parties.

Invitation to Bid - the official legal published advertisement of the bid requirements.

Key Personnel - defined City employees listed in Paragraph 27.

Pre-Bid Meeting – a meeting that Respondent may attend to have the project requirements defined. This allows the Respondent to ask questions necessary to enable Respondent to provide a bid.

Nevada Public Records Law – as defined in NRS Chapter 239.

Purchasing Department – Department that reviews the bids for compliance to specifications, reviews the pricing, and awards the bid to the most responsive and responsible Respondent.

Recommendation of Award Notification – notification to the general public the City has recommended a Respondent who has been selected based on having the best bid/proposal by meeting the Criteria listed in the bid/Proposal documents. This Recommendation of Award goes to the City Council and upon City Council approval will be selected to fulfill the requirements as outlined in the bid.

Representative – person who represents a company and compiles questions to enable the company to submit a bid that accurately identifies the City's requirements.

Respondent – Vendor who offers the requested product or service to the City on the official bid document.

Subcontractor – a person who, or business that, contracts to provide some service or material necessary for the performance of another's contract.

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1707 Granular Activated Carbon Changeout**

SCOPE OF WORK

1. Scope of Work:

The City of North Las Vegas is soliciting bids to remove five (5) Granular Activated Carbon units (GAC) and replace screens, if necessary. Each vessel contains approximately 680 cubic feet of carbon. Each vessel is 12 feet in diameter and has 2 beds. The City is not responsible for any shortage or miscalculation. The vendor must perform their own calculations. Depending on the density of the material, carbon is installed at a level of 3 feet. Additionally:

- Carbon to be used must be Carbon Activated Corporation COL H2S-60. (4.00 MM);
- Carbon must have a minimum of 0.2/g/ml H2S removal capacity;
- Density must typically not exceed 25 pounds per cubic foot;
- Vendor must provide an analysis of the carbon being removed;
- Vendor must dispose of spent carbon; and
- Vendor hours of operation/installation are 6:30 am to 3:30 pm, Monday – Friday

TASK LIST

Task No.	Task	Equipment & Services Needed	Reporting Head
1	Remove carbon from dual bed units (replace screens if required)	Industrial Vacuum System with filtration system	City of North Las Vegas Utilities Department Alan Wolfley, WRF Operations Supervisor Bryce Burrell, WRF Operations Supervisor
2	Inspect screen and grate deck		City of North Las Vegas Utilities Department Alan Wolfley, WRF Operations Supervisor Bryce Burrell, WRF Operations Supervisor
3	Repair or replace screening, as needed	Screen Mesh	City of North Las Vegas Utilities Department Alan Wolfley, WRF Operations Supervisor Bryce Burrell, WRF Operations Supervisor
4	Install fresh activated carbon	High reach lift carbon installation device	City of North Las Vegas Utilities Department Alan Wolfley, WRF Operations Supervisor Bryce Burrell, WRF Operations Supervisor
5	Dispose of spent carbon	Coordinate bin and disposal service	EPA

Warranty: Bidder must provide information on warranty of GAC and screen replacement (if necessary).

Additional Specifications:

1. Product currently installed: Carbon Activated Corp. COL H2s-60 (4.00 mm)
2. Mess Size: Less than 8 mesh (2.36mm) 5% / Mean particle diameter 3.4mm

3. Test methods SPENT CARBON TEST METHODS: (General Chemistry, Trace Metals, Mercury, TCLP VOC)
4. Hardness (95% ASTM D-6646)
5. Mesh Size 800 MICRON POLYPROPYLENE WOVEN MESH: HOLE SIZE (in) 0.032 / THICKNESS 9in) 0.016

2. Contractor Responsibilities:

Granular Activated Carbon removal and replacement in all (5) dual bed vessels must be completed in a reasonable timeframe after award of bid. Not to exceed 45 days.

At the time of submission of the bid, the Bidder must provide a copy of all appropriate licenses in accordance with the laws of the State of Nevada.

After proposed bids are reviewed, the City will award the bid to the vendor submitting the most responsive bid related to the scope of work needed, and at a competitive cost.

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1707 Granular Activated Carbon Changeout**

EXHIBIT LISTING

Exhibit A - Offer Statement and Business Information which consists of the following:

- (a) An individual authorized to bind the Respondent should sign the statement, and the date signed should follow the signature.
- (b) Provide the name and phone number of the representative authorized to negotiate on behalf of the Respondent and answer questions regarding the Bid.
- (c) Provide copies of all Respondent's held state and local licenses applicable to performance of the subject potential Contract. Any Respondent conducting business must have a City of North Las Vegas Business License upon award of the contract. Information concerning City Business License requirements and fees may be obtained by calling the Business Services Division at 702-633-1520. However, a business license is not required to provide a Bid to the City.
- (d) Acknowledgement of any Bid addenda.

Exhibit B – Qualifications and Experience of Respondent

Exhibit C –Affidavit of Rejection of Coverage for Workers' Compensation under NRS 616B.627 and NRS 617.210 (If applicable, this form must also be notarized)

Exhibit D – Non-Collusion Affidavit ** this form must be notarized **

Exhibit E – Written Certification Required by NRS 332.065(4) for contracts with an estimated annual amount required for performance that is in excess of \$100,000.00.

Exhibit F – Template of City of North Las Vegas Purchase and Services Agreement. Any and all exceptions to the terms this agreement with explanation must be turned in with electronic submission.

Exhibit G – Quarterly Adsorber Odor Control Systems Test Report

Exhibit H – Carbon Loading Diagram

Exhibit I – GAC Tank Specification

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1707 Granular Activated Carbon Changeout
EXHIBIT A
OFFER STATEMENT AND BUSINESS INFORMATION**

This Bid is submitted in response to **BID B-1707 Granular Activated Carbon Changeout** and constitutes an offer by this company to enter into a contract as described herein.

AUTHORIZED SIGNATURE NAME (TYPE OR PRINT) LEGAL NAME OF RESPONDENT

AUTHORIZED SIGNATURE DATE

TITLE TELEPHONE NUMBER FAX NUMBER

ADDRESS OF RESPONDENT

CITY STATE ZIP CODE

E-MAIL ADDRESS: _____

CNLV-BUSINESS LICENSE NO: _____

____ A COPY OF MY CNLV BUSINESS LICENSE IS ATTACHED (if applicable)

FOR INFORMATIONAL PURPOSES ONLY

Is this Respondent a Minority, Women or Disabled Veteran Business Enterprise?

___ No ___ Yes If YES specify ___ MBE ___ WBE ___ DVBE

Has this Respondent been certified as a Minority, Women or Disabled Veteran Business Enterprise?

___ No ___ Yes If YES specify Certifying Agency _____

Please attach a copy of your certification.

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1707 Granular Activated Carbon Changeout
EXHIBIT B
QUALIFICATIONS AND EXPERIENCE OF RESPONDENT**

Name: _____

1. Respondent shall provide a brief description of the Responder's qualifications and experience, and number of years in operation.

Provide 3 examples of contracts similar in size and scope that have been completed in the past 5 years. The City reserves the right to verify references for the companies identified. Ensure references have given permission to be contacted by the City.

Example Contract 1:

Company Name: _____

Company Address: _____

Point of Contact: _____ Phone Number: _____

E-Mail Address: _____

Brief Description of Contract Scope: _____

Term of Contract (Base plus Option Years): _____

Year of Base Contract Award: _____ Year Contract Completed: _____

Base Contract Amount: \$ _____ Total Contract Amount (including all option years) \$ _____

Did the contract contain a liquidated damages clause? ☐ YES ☐ NO

If yes, were damages assessed? ☐ YES ☐ NO If yes, what was the amount assessed? \$ _____

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1707 Granular Activated Carbon Changeout
EXHIBIT B – QUALIFICATIONS AND EXPERIENCE OF RESPONDENT (Continued)**

Example Contract 2:

Company Name: _____

Company Address: _____

Point of Contact: _____ Phone Number: _____

E-Mail Address: _____

Brief Description of Contract Scope: _____

Term of Contract (Base plus Option Years): _____

Year of Base Contract Award: _____ Year Contract Completed: _____

Base Contract Amount: \$ _____ Total Contract Amount (including all option years) \$ _____

Did the contract contain a liquidated damages clause? ☐ YES ☐ NO

If yes, were damages assessed? ☐ YES ☐ NO If yes, what was the amount assessed? \$ _____

Example Contract 3:

Company Name: _____

Company Address: _____

Point of Contact: _____ Phone Number: _____

E-Mail Address: _____

Brief Description of Contract Scope: _____

Term of Contract (Base plus Option Years): _____

Year of Base Contract Award: _____ Year Contract Completed: _____

Base Contract Amount: \$ _____ Total Contract Amount (including all option years) \$ _____

Did the contract contain a liquidated damages clause? ☐ YES ☐ NO

If yes, were damages assessed? ☐ YES ☐ NO If yes, what was the amount assessed? \$ _____

(ATTACH ADDITIONAL SHEET(S) IF EXTRA SPACE IS NEEDED)

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1707 Granular Activated Carbon Changeout
EXHIBIT C – AFFIDAVIT OF REJECTION OF COVERAGE
FOR WORKERS' COMPENSATION
UNDER NRS 616B.627 AND NRS 617.210**

In the State of Nevada, County of Clark, _____, being duly sworn,
deposes and says:

1. I make the following assertions pursuant to NRS 616B.627 and NRS 617.210.
2. I am a sole proprietor who will not use the services of any employees in the performance of this Contract with the City of North Las Vegas.
3. In accordance with the provisions of NRS 616B.659, I have not elected to be included within the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS, relating thereto.
4. I am otherwise in compliance with the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS.
5. In accordance with the provisions of NRS 617.225, I have not elected to be included within the terms, conditions and provisions of chapter 617 of NRS.
6. I am otherwise in compliance with the terms, conditions and provisions of chapter 617 of NRS.
7. I acknowledge that the City of North Las Vegas will not be considered to be my employer or the employer of my employees, if any; and that the City of North Las Vegas is not liable as a principal contractor to me or my employees, if any, for any compensation or other damages as a result of an industrial injury or occupational disease incurred in the performance of this Contract.

I, _____, do here swear under penalty of perjury that the assertions of
this affidavit are true.

Signed this _____ day of _____, 20_____.

Signature_____

State of _____

County of _____

Signed and sworn to (or affirmed) before me on this _____ day of _____, 20_____,

by_____ (name of person making statement).

Notary Signature_____

STAMP AND SEAL



CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1707 Granular Activated Carbon Changeout
EXHIBIT D- Non-Collusion Affidavit

State of _____ County of _____

_____ being first duly sworn deposes that:

- (1) He/She is the _____ of _____, the Respondent that has submitted the attached Bid.
- (2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Respondent, firm, or person to submit a collusive or sham Bid in connection with the contract or agreement for which the attached Bid has been submitted or to refrain from making a Bid in connection with such contract or agreement, or collusion or communication or conference with any other Respondent, or, to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Respondent, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of North Las Vegas or any person interested in the proposed contract or agreement; and
- (5) The Bid of service outlined in the Bid is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the Respondent/team or any of its agents, representatives, owners, employees, or parties including this affiant.

(Signed): _____
Title: _____

Subscribed and sworn to before me this _____ day of _____ 20__.

Notary Public

My Commission expires: _____



**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1707 Granular Activated Carbon Changeout
EXHIBIT E- Written Certification**

Pursuant to NRS 332.065(3), a governing body or its authorized representative shall not enter into a contract with an estimated value in excess of \$100,000 with a company unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

By signing below, the Respondent agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with the City. If at any time after the signing of this certification, the Respondent decides to engage in a boycott of Israel, the Respondent must notify the City in writing.

AUTHORIZED SIGNATURE NAME (TYPE OR PRINT)

LEGAL NAME OF RESPONDENT

AUTHORIZED SIGNATURE

DATE

TITLE



**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1707 Granular Activated Carbon Changeout
EXHIBIT F- Exceptions to North Las Vegas Purchase and Services Agreement**

Please provide an explanation to any and all exceptions on terms of the North Las Vegas Services Agreement.

AGREEMENT FOR GRANULAR ACTIVATED CARBON AND INSTALLATION SERVICES

This Agreement for Purchase of Granular Activated Carbon and Installation Services (“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 [insert full legal name of Provider entity], a [insert entity type and state of origin] (“Provider”).

RECITALS

WHEREAS, the City desires to purchase granular activated carbon and installation services, as described in the Granular Activated Carbon Changeout Bid B-1707 (“Invitation to Bid”), attached hereto as Exhibit A (“Products”);

WHEREAS, the City desires to purchase the Products, including an all-inclusive warranty, from Provider as outlined in this Agreement, and Provider agrees to sell, deliver, and install the Products upon the terms and conditions described in this Agreement, including Exhibit A and Provider’s Response to the Invitation to Bid, attached hereto as Exhibit B;

WHEREAS, the City further desires to have Provider provide the granular activated carbon installation detailed in the BID’s Scope of Work (“Services”) as outlined in this Agreement, upon the terms and conditions described in this Agreement; and

WHEREAS the Provider represents that it is an authorized reseller of the Products and Provider agrees to sell, deliver, and provide the Services upon the terms and conditions described in this Agreement.

NOW, THEREFORE, upon good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Provider agree to the following terms, conditions, and covenants:

SECTION ONE RESPONSIBILITY OF PROVIDER

1.1. The Provider shall perform all of its obligations in the manner set forth in this Agreement including, without limitation, selling the Products to the City at the prices and quantities set forth in the Provider’s bid dated [] (“Bid”) attached hereto as Exhibit B, complying with the terms of the Invitation to Bid attached hereto as Exhibit A, and all related additional or incidental tasks necessary to effectuate the intent of this Agreement.

1.2. The Products shall be new and must meet or exceed the technical specifications detailed in the Bid or as otherwise specified by the City.

1.3. If the Provider is shipping any of the Products to City prior to performing the Installation and Maintenance Services, the Provider shall ship the Products to a shipping address specified by the City (“Delivery Location”) F.O.B. Delivery Location as ordered by the City. Provider bears all risk of loss or damage to the Products until delivery of the Products to the City. Title to the Products passes to the City only after the delivery and unloading of the Products at the Delivery Location is complete. Delivery of the Products is not complete until such Products have physically been received and accepted by the City.

1.4. The Provider shall perform the Services in accordance with Exhibit A, and the terms, conditions, and covenants of 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.

1.5. The Provider shall furnish all user, instruction, or operator manuals for the Products as applicable.

1.6. The Provider shall furnish copies of all standard product warranties, extended warranties, and service and maintenance agreements for the Products from any manufacturer. To the extent possible, the Provider shall transfer or assign such warranties and agreements upon the request of the City.

1.7. The Provider shall promptly notify the City any time that the Provider fails to meet the requirements of this Agreement and shall, at its own expense, promptly take all actions to come back into compliance with this Agreement. If the Provider performs any additional task without obtaining the City's prior written approval, the Provider does so at its own risk and expense.

1.8. The Provider shall at its own expense comply at all times with all municipal, county, state and federal laws, regulations, rules, codes, ordinances, and other applicable legal requirements.

SECTION TWO PAYMENT AND TERM

2.1. The term of this Agreement shall commence on the Effective Date and continue until Provider provides the Products and Services to the City or until the Project is complete as determined by the City in its sole and complete discretion, whichever is later ("Term"). Depending on the City's order quantities for the Project. The City shall pay the Provider for delivering and installing the Products and providing the Services up to an amount not to exceed [REDACTED (\$REDACTED)].

2.2. The prices will remain in effect for the Term of the Agreement. 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.

2.3. Payment to the Provider shall be made within thirty (30) calendar days after the City receives each invoice from the Provider, provided that such invoice is complete, correct, and undisputed by the City. Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Provider will be paid in full within 30 calendar days. Invoices received without a valid purchase order number will be returned unpaid. The Provider shall submit the original invoice to:

City of North Las Vegas
Attention: Accounts Payable
2250 Las Vegas Blvd., North, Suite 710
North Las Vegas, NV 89030

SECTION THREE REPRESENTATIONS AND WARRANTIES

3.1. Provider represents and warrants for the benefit of City, in addition to any other representations and warranties made in this Agreement, with the knowledge and expectation of City's

reliance thereon, as follows:

3.1.1. Provider is a duly formed and validly existing [insert entity type and state of origin] and is in good standing pursuant to the laws of the State of Nevada and has the full power, authority and legal right to execute, deliver and perform under this Agreement.

3.1.2. The Products are now and shall be at the time of delivery free from any security interest, lien, or other encumbrance.

3.1.3. Provider is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to perform all of its obligations under this Agreement.

3.1.4. The representations and warranties made by Provider survive the termination or expiration of the Agreement.

3.1.5. 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.

3.1.6. 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.

3.2. The representations and warranties made by Provider survive the termination or expiration of the Agreement.

SECTION FOUR INSURANCE

4.1. Provider shall procure and maintain, and shall cause each subcontractor, principal or agent to procure and maintain at all times the following insurance coverage for all work related to the performance of this Agreement:

4.1.1. 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.

4.1.2. 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.

4.1.3. 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.

4.1.4. Property Installation Floater covering property damage to any equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

4.1.5. Contractors Pollution Legal Liability with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

4.1.6. 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.

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

4.2.1. 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).

4.2.2. 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.

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

4.2.4. 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.

4.2.5. 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.

4.2.6. 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.

4.2.7. 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.

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

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

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

4.3.3. 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.

4.4. 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.

4.5. 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 FIVE 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 SIX INDEMNIFICATION

Notwithstanding any of the insurance requirements or limits of liability set forth herein, the Provider shall defend, protect, indemnify, and hold harmless the City, and its officers, agents, and employees, from any liabilities, claims, damages, losses, expenses, proceedings, suits, actions, decrees, judgments, reasonable attorneys’ fees, and court costs which the City suffers, and/or its officers, agents or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of the Provider, its agents, and employees, or anyone employed by any of them, in fulfillment or performance of the terms, conditions or covenants of this Agreement including, without limitation, compliance with the terms of Exhibit A, and Exhibit B. This Section Six shall survive the completion of the Project, if applicable, and the termination or expiration of this Agreement until such time as the applicable statutes of limitation expire.

SECTION SEVEN
CONFIDENTIALITY AND AUTHORIZATION FOR ACCESS TO CONFIDENTIAL
INFORMATION

7.1. 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.

7.2. 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.

7.3. The Provider, its employees, agents, or subcontractors shall have no access whatsoever to the facilities nor files (digital or otherwise) of the City's Utilities Department without the physical presence of an escort pre-approved in writing by management of the Utilities Department.

SECTION EIGHT
TERMINATION

The City, through its City Manager, may terminate this Agreement at any time for convenience, upon notice to the Provider, and the City shall have no liability to the Provider for such termination except that the City shall pay the Provider for the reasonable value of the Products provided and installed by the Provider to City up through and including the date of termination, provided that the Provider, within thirty (30) days following the date of the City's termination notice, submits an invoice for such Products in a form reasonably acceptable to the City and such invoice is supplemented by such underlying source documentation as is reasonably requested by the City.

SECTION NINE
NOTICES

9.1. All notices, demands, and other instruments required or permitted to be given pursuant to this Agreement shall be in writing and be deemed effective upon delivery in writing if served by email, personal delivery, by overnight courier service, by facsimile, or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To City:	City of North Las Vegas Attention: Joy Yoshida 2250 Las Vegas Blvd., North, Suite 820 North Las Vegas, NV 89030 Phone: 702-633-1745
----------	---

To Provider:	[REDACTED] Attention: [REDACTED] [REDACTED]
--------------	---

[REDACTED]
Phone: [REDACTED]

9.2. The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

SECTION TEN SAFETY

10.1. 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.

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

SECTION ELEVEN MISCELLANEOUS

11.1. Nevada and City Law. The laws of the State of Nevada and the North Las Vegas Municipal Code shall govern the validity, construction, performance, and effect of this Agreement, without regard to conflicts of law. The parties to this Agreement consent to the jurisdiction of any court of competent jurisdiction in Clark County, Nevada to adjudicate any dispute related top this Agreement or actions to enforce or interpret the terms of this Agreement.

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

11.3. Non-Waiver. The failure to enforce or the delay in enforcement of any provision of this Agreement by a party shall in no way be construed to be a waiver of such provision or right unless such party expressly waives such provision or right in writing.

11.4. Partial Invalidity. If any term of this Agreement should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all provisions not held invalid, void or unenforceable, shall continue in full force and effect.

11.5. Controlling Agreement. To the extent any of the terms or provisions in the Bid 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 Provider's Bid 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.

11.6. 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 11.6 shall survive the completion of this Agreement until the applicable statutes of limitation expire.

11.7. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior representations, agreements, and understandings of the parties. No addition to or modification of this Agreement shall be binding unless executed in writing by the parties hereto.

11.8. Time of Essence. Time is of the essence in the performance of this Agreement.

11.9. Shipping. The Products are to be packaged in a manner that assures they are protected against deterioration and contamination. All shipments are to meet applicable D.O.T. Regulations. Serial numbers noted on the packing slip must match the serial number of the actual goods shipped. Incorrect or questionable documentation of serial numbers may result in shipment rejection. Shipments rejected due to Provider error will be returned solely at Provider's cost.

11.10. Inspection. An authorized representative of the City will inspect the Products at time of delivery. If deficiencies are detected, the Products may be rejected and the Provider will be required to make necessary repairs, corrections, or replacements. Payment and/or commencement of a discount period will not be made until the corrective action is made, the Products are re-inspected, and accepted.

11.11. Further Assurances. The Provider shall execute and deliver all such documents and perform such acts as are reasonably requested by the City to complete its obligations under this Agreement.

11.12. Effect of Agreement 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 hereof.

11.13. 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 the Provider under this Agreement, this Agreement will be terminated when appropriated funds expire.

11.14. 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 the Provider for the disclosure of any public record, including but not limited to documents provided to the City by the Provider. In the event the City is required to defend an action with regard to a public records request for documents submitted by the Provider, the Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorney's fees related to such public records request. This section 11.14 shall survive the expiration or early termination of the Agreement.

11.15. Electronic Signatures. For purposes of this Agreement, the use of facsimile, email or other electronic medium shall have the same force and effect as original signatures.

11.16. 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.

11.17. 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 the Provider have caused this Agreement to be executed as of the day and year first above written.

City of North Las Vegas,
a Nevada municipal corporation

[REDACTED],
a [REDACTED]

By: _____
Pamela A. Goynes-Brown, Mayor

By: _____
Name: _____
Title: _____

Attest:

By: _____
Jackie Rodgers, City Clerk

Approved as to Form:

By: _____
Micaela Rustia Moore, City Attorney

EXHIBIT A

Invitation to Bid – BID B-1707

Please see the attached page(s).

EXHIBIT B

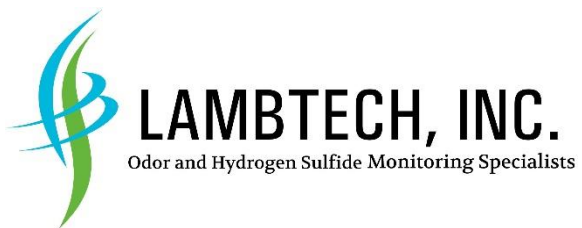
Bid

Please see attached page(s).



**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1707 Granular Activated Carbon Changeout**

EXHIBIT G- Quarterly Adsorber Odor Control Systems Test Report



CITY OF NORTH LAS VEGAS WATER RECLAMATION FACILITY

***DANIEL COMPANY* CARBON ADSORBER ODOR CONTROL SYSTEM QUARTERLY PERFORMANCE TEST**



Prepared by:
LambTech, Inc.

Prepared for:
City of North Las Vegas

October 20, 2023

General Introduction

At the request of the City of North Las Vegas, *LambTech, Inc.* personnel conducted the quarterly performance tests of five carbon adsorbers located at the City of North Las Vegas Water Reclamation Facility in Clark County, Nevada. The testing activities described in this report were conducted on October 19, 2023 and October 20, 2023.

Test Information

This report includes the results of each specified two-hour carbon adsorber performance test. Table 1 (below) provides general information regarding this performance evaluation.

Table 1. Test Information

Process Types	Wastewater Treatment/Reclamation Facility (Headworks and Solids Handling Facilities)
Process Control Equipment	System Consisting of Five Parallel Activated Carbon Adsorbers and Four Air Extraction Fans
Test Dates	October 19, 2023 and October 20, 2023

Process Control Equipment Information

The subject odor control system was manufactured by *Daniel Company* (1939 West 11th Street, Suite E, Upland, California 91786). The system includes four air extraction fans and five fiberglass vessels containing activated carbon. Figure 1 (below) depicts an example of one of the carbon vessels. Figure 2 (page 2) depicts upper and lower plan views of the parallel adsorbers and a typical cross section view of an adsorber vessel, associated ductwork, and the air extraction fans.

Two of the activated carbon adsorbers are designed to remove hydrogen sulfide (H₂S) and other odorous sulfur compounds from the reclamation facility headworks. Two of the adsorbers will extract foul air from the solids handling facility. The remaining adsorber is designed to function as a back-up that will service either location. The foul air streams are collected through duct work and forced through each carbon vessel using an air extraction fan. Figure 3 (page 3) depicts a typical section of the odor control system ductwork, and Figure 4 (page 3) provides a view of the headworks facing northeast.



Figure 1. Typical Carbon Adsorber Vessel Facing North

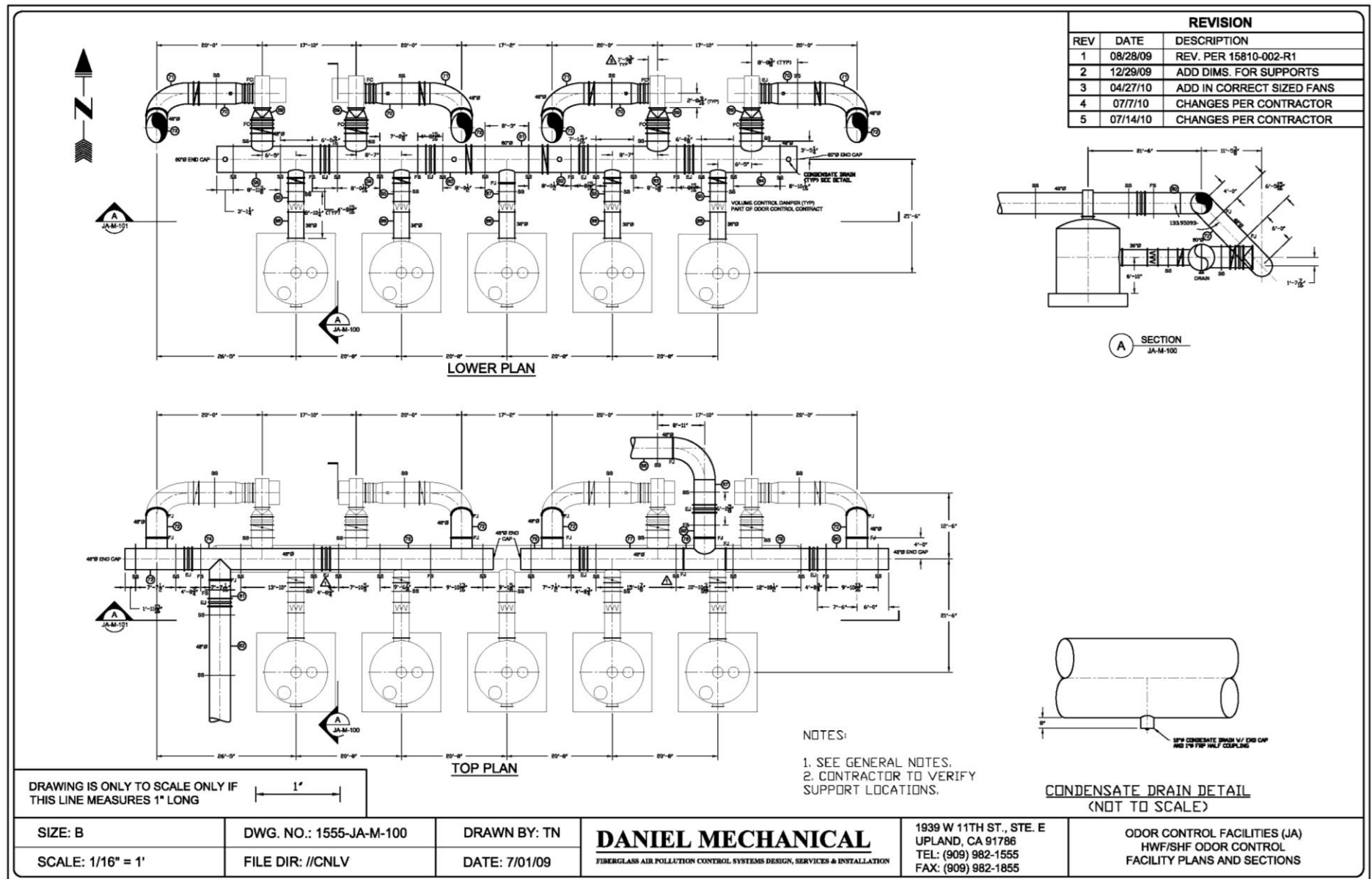


Figure 2. Odor Control System Overview



Figure 3. Typical Section of the Odor Control System Ductwork Facing North



Figure 4. Headworks Facility Facing Northeast

Test Methods

The performance test program was conducted on October 19, 2023 and October 20, 2023. Each carbon adsorber was tested separately for two hours, which constituted an evaluation of the entire system. During the testing efforts described in this test, all odor control equipment was fully operational and all components were running in automatic mode. The purpose of this performance test was to verify that each carbon vessel is continuing to perform as specified.

Test Parameters:

- Inlet H₂S concentrations were not elevated using bottled gas. Naturally occurring hydrogen sulfide levels were monitored and recorded for the solids and headworks adsorbers and the variable use standby adsorber.
- *LambTech, Inc.* personnel manually measured and recorded inlet and outlet H₂S concentrations every fifteen minutes during each test using a *Jerome 631X H₂S Analyzer* (manufactured by *Arizona Instrument, Inc.*), which provides instant on-site data. Inlet samples were taken directly from the inlet ductwork of each adsorber. Outlet samples were taken from the manometer sample lines. The sensitivity of the *Jerome 631X Hydrogen Sulfide Analyzer* is 0.003 PPM, with a range of 0.001 PPM - 50 PPM.
- Airflow measurements were recorded at the beginning of each test using a hot-wire anemometer (manufactured by *TSI, Inc.*). *LambTech, Inc.* personnel also recorded differential pressures across the carbon media.

Results

Headworks Adsorber HWF-1A #1 East Carbon Adsorber

Instant Monitoring

Headworks adsorber HWF-1A #1 carbon adsorber exhibited poor to fair removal on both beds during this evaluation. Inlet H₂S concentrations were moderately low and ranged between 4.4 PPM and 5.3 PPM and averaged 4.98 PPM.

Outlet concentrations on the upper bed ranged from 1.8 PPM to 2.2 PPM and averaged 1.98 PPM. H₂S removal rates on the upper bed ranged from 57.14% to 64.15% and averaged 60.24%. Outlet concentrations on the lower bed ranged from 1.2 PPM to 1.4 PPM and averaged 1.30 PPM, and H₂S removal rates on the lower bed ranged from 71.43% to 76.47% and averaged 73.83%.

For detailed information regarding the results of instant monitoring please refer to Table 2 (below). Figures 5 and 6 (page 5) depict inlet and outlet H₂S concentrations and removal percentages in relation to time. Figure 7 (page 6) provides a view of the subject adsorber facing north.

Table 2. Headworks Adsorber HWF-1A #1 East Carbon Adsorber Instant Monitoring, Tabular Results

HWF-1A #1 Carbon Adsorber						
Time	Date	H₂S Inlet (PPM)	H₂S Upper Outlet (PPM)	H₂S Upper Removal (%)	H₂S Lower Outlet (PPM)	H₂S Lower Removal (%)
8:00 AM	10/20/2023	4.4	1.8	59.09	1.2	72.73
8:15 AM	10/20/2023	4.9	1.9	61.22	1.3	73.47
8:30 AM	10/20/2023	5.3	2.1	60.38	1.3	75.47
8:45 AM	10/20/2023	5.1	2.0	60.78	1.2	76.47
9:00 AM	10/20/2023	5.0	2.0	60.00	1.3	74.00
9:15 AM	10/20/2023	5.2	2.2	57.69	1.4	73.08
9:30 AM	10/20/2023	4.7	1.8	61.70	1.3	72.34
9:45 AM	10/20/2023	4.9	2.1	57.14	1.4	71.43
10:00 AM	10/20/2023	5.3	1.9	64.15	1.3	75.47
	Average	4.98	1.98	60.24	1.30	73.83
	Maximum	5.3	2.2	64.15	1.4	76.47
	Minimum	4.4	1.8	57.14	1.2	71.43

Figure 5. Headworks Adsorber HWF-1A #1 East Carbon Adsorber Inlet and Outlet H₂S Concentrations in Relation to Time

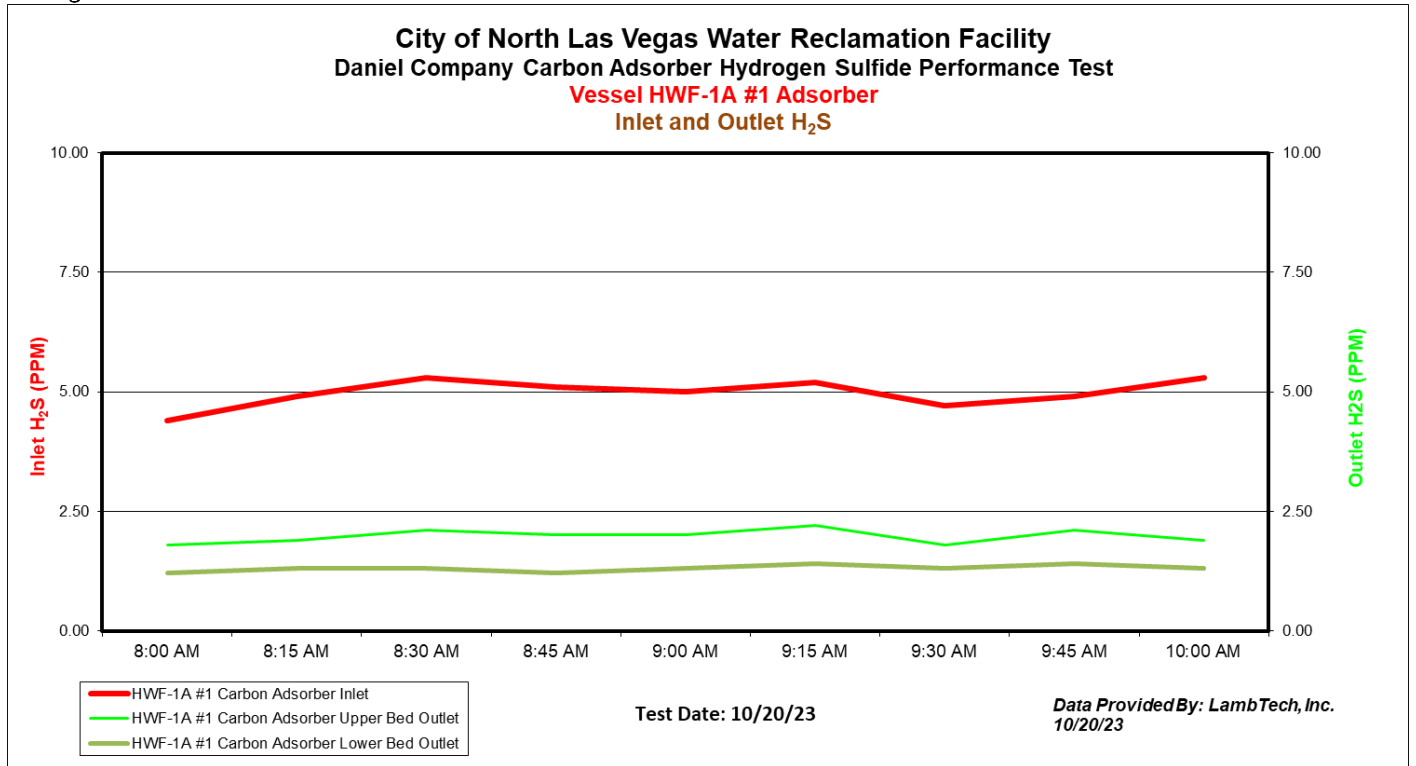


Figure 6. Headworks Adsorber HWF-1A #1 East Carbon Adsorber H₂S Removal Percentages in Relation to Time

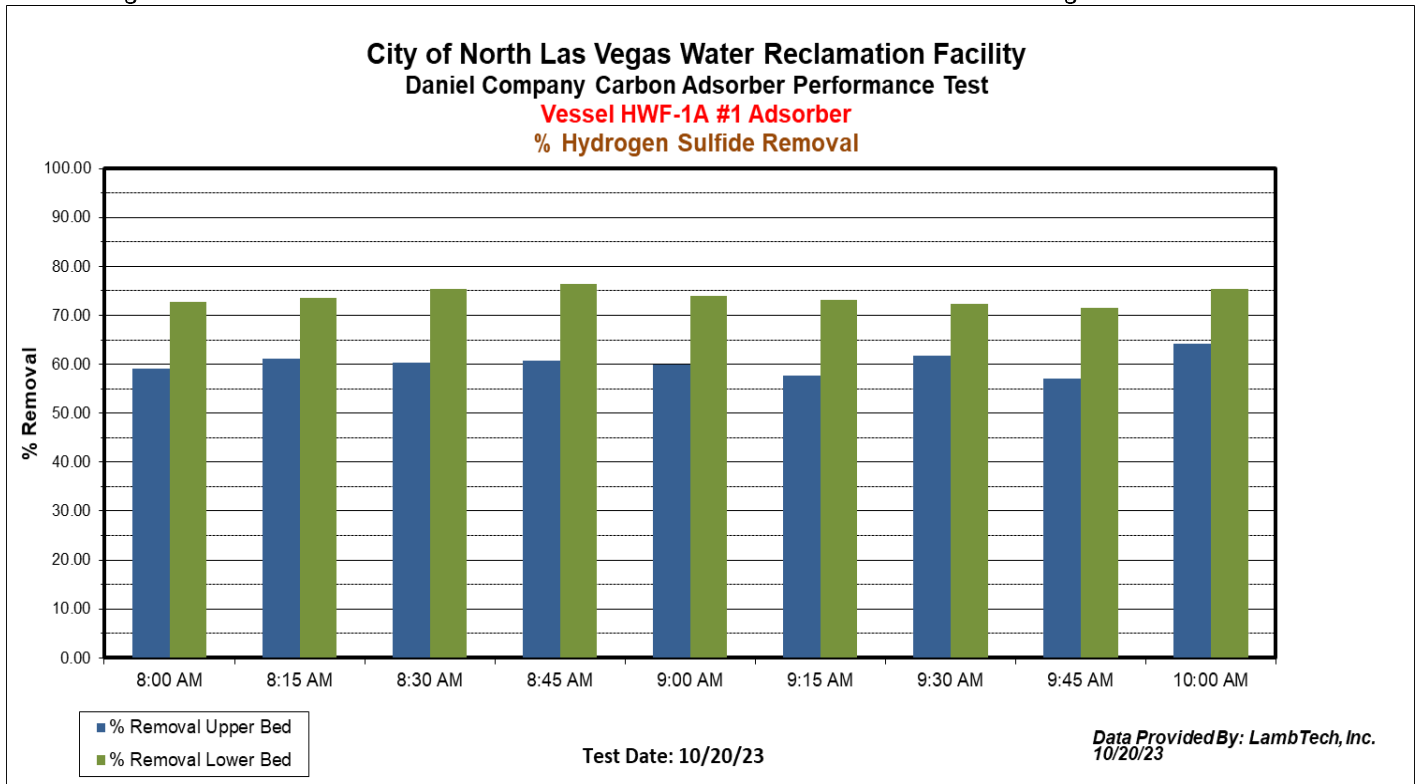




Figure 7. Headworks Adsorber HWF-1A #1 East Carbon Adsorber Facing North

HWF-1A #1 East Carbon Adsorber System Parameters

The two fan systems were in the low-speed setting at the start of the test and airflow on the HWF-1A #1 carbon adsorber was recorded at 5,900 CFM. Carbon adsorber pressure drops were recorded at 2.0 in/WC on the upper bed and 1.5 in/WC on the lower bed.

Headworks Adsorber HWF-1B #2 East Adsorber*Instant Monitoring*

Headworks adsorber HWF-1B #2 east carbon adsorber exhibited good removal on the upper bed and fair removal on the lower bed during this evaluation. Inlet H₂S concentrations were moderately low and ranged between 4.4 PPM and 5.3 PPM and averaged 4.98 PPM.

Outlet concentrations on the upper bed ranged from 0.18 PPM to 0.35 PPM and averaged 0.226 PPM, and H₂S removal rates on the upper bed ranged from 92.05% to 96.42% and averaged 95.41%. Outlet concentrations on the lower bed ranged from 1.2 PPM to 1.4 PPM and averaged 1.30 PPM. H₂S removal rates on the lower bed ranged from 71.43% to 75.51% and averaged 73.83%. H₂S outlet concentrations were much higher than the previous evaluation, and the removal rates were also much lower.

For detailed information regarding the results of instant monitoring please refer to Table 3 (below). Figures 8 and 9 (page 8) depict inlet and outlet H₂S concentrations and removal percentages in relation to time. Figure 10 (page 9) provides a view of the subject adsorber facing north.

Table 3. Headworks Adsorber HWF-1B #2 East Carbon Adsorber Instant Monitoring, Tabular Results

HWF-1B #2 Carbon Adsorber						
Time	Date	H2S Inlet (PPM)	H2S Upper Outlet (PPM)	H2S Upper Removal (%)	H2S Lower Outlet (PPM)	H2S Lower Removal (%)
8:00 AM	10/20/2023	4.4	0.350	92.05	1.2	72.73
8:15 AM	10/20/2023	4.9	0.330	93.27	1.2	75.51
8:30 AM	10/20/2023	5.3	0.200	96.23	1.3	75.47
8:45 AM	10/20/2023	5.1	0.210	95.88	1.3	74.51
9:00 AM	10/20/2023	5.0	0.190	96.20	1.4	72.00
9:15 AM	10/20/2023	5.2	0.200	96.15	1.3	75.00
9:30 AM	10/20/2023	4.7	0.180	96.17	1.3	72.34
9:45 AM	10/20/2023	4.9	0.180	96.33	1.4	71.43
10:00 AM	10/20/2023	5.3	0.190	96.42	1.3	75.47
	Average	4.98	0.226	95.41	1.30	73.83
	Maximum	5.3	0.35	96.42	1.4	75.51
	Minimum	4.4	0.18	92.05	1.2	71.43

Figure 8. Headworks Adsorber HWF-1B #2 East Carbon Adsorber Inlet and Outlet H₂S Concentrations in Relation to Time

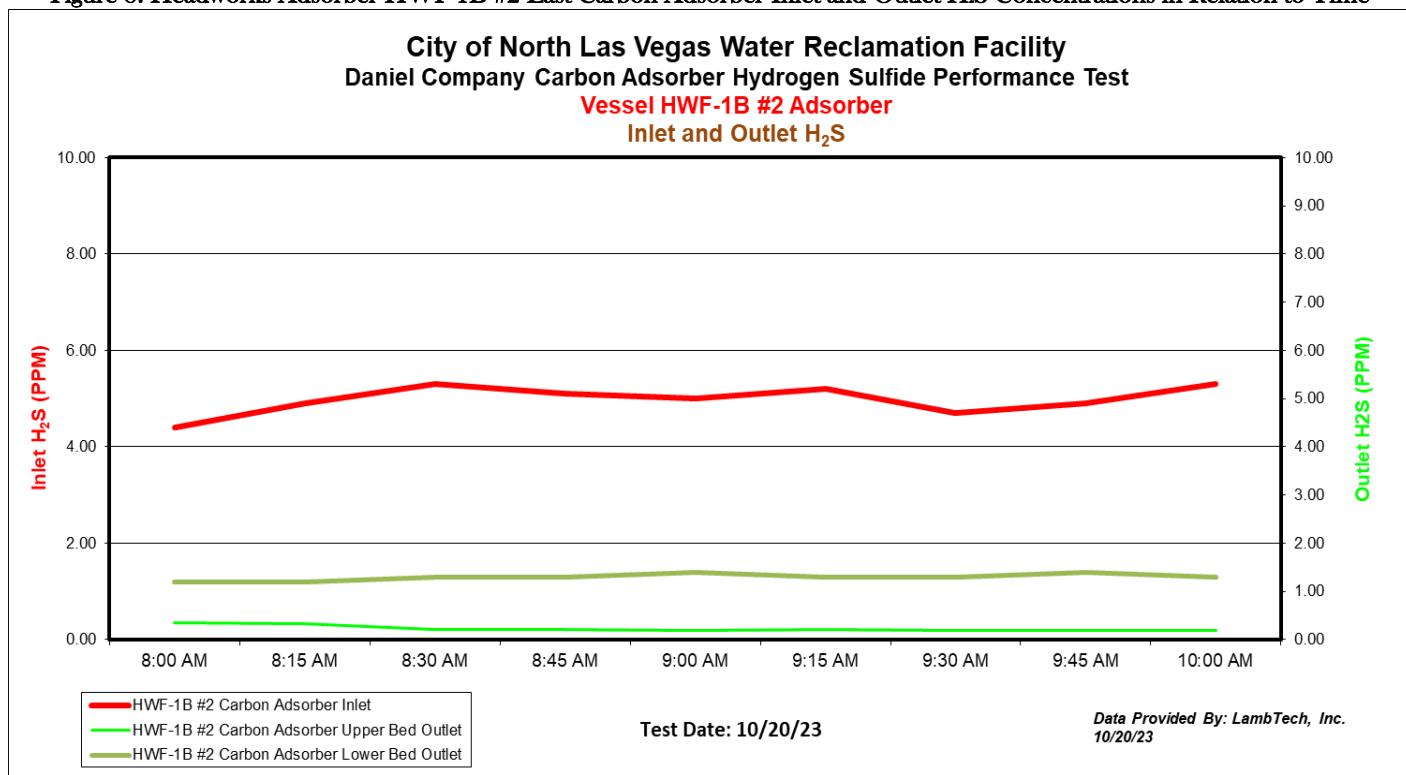


Figure 9. Headworks Adsorber HWF-1B #2 East Carbon Adsorber H₂S Removal Percentages in Relation to Time

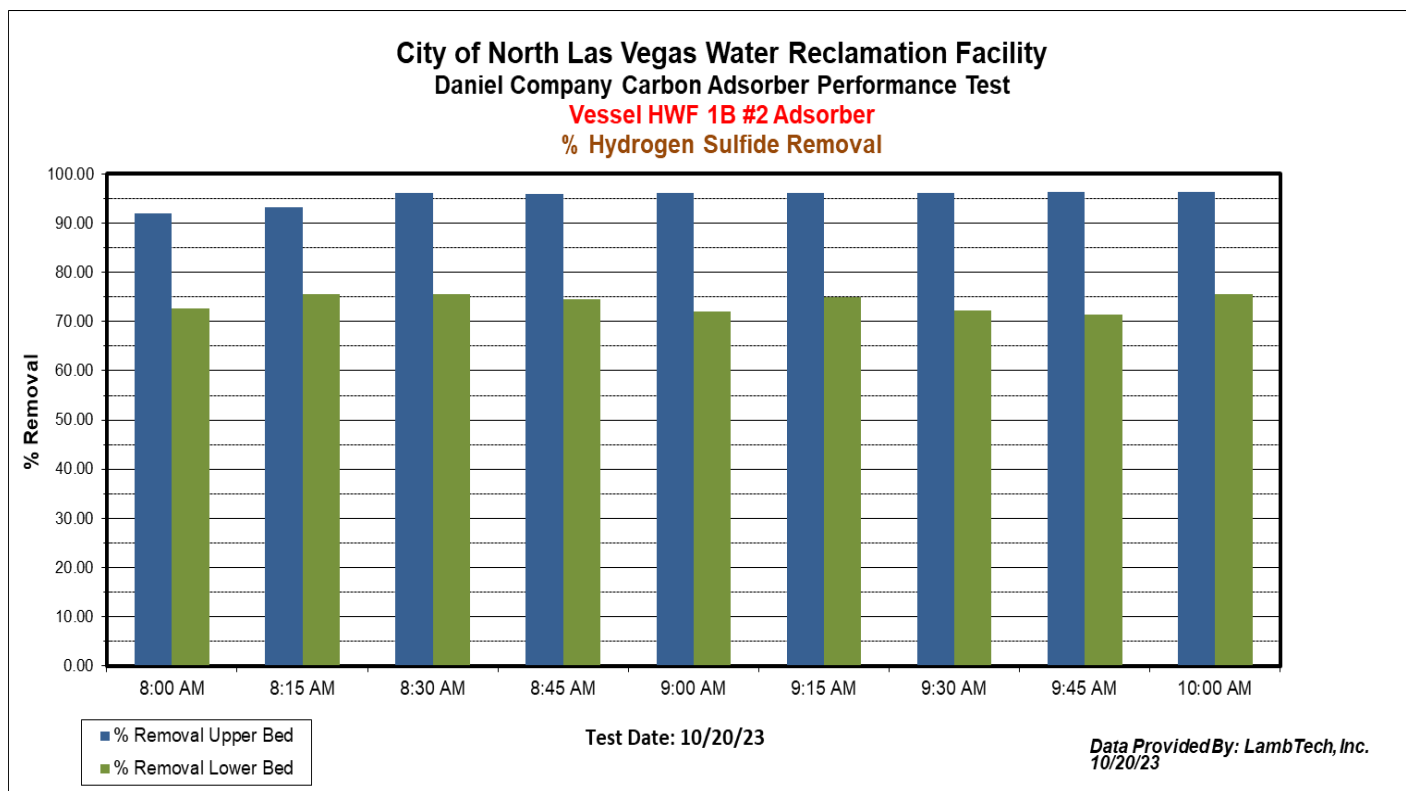




Figure 10. Headworks Adsorber HWF-1B #2 East Carbon Adsorber Facing North

HWF-1B #2 East Carbon Adsorber System Parameters

As stated earlier, the two fan systems were in the low-speed setting at the start of the test and airflow on the HWF-1B #2 carbon adsorber was recorded at 6,300 CFM. Carbon adsorber pressure drops were recorded at 2.0 in/WC on the upper bed, and were also recorded at 2.0 in/WC on the lower bed.

Standby #3 Center Carbon Adsorber*Instant Monitoring*

Standby #3 carbon adsorber exhibited good to excellent hydrogen sulfide removal on both beds during this evaluation. Inlet H₂S concentrations were moderate and were between 9.4 PPM and 11.2 PPM and averaged 9.89 PPM.

Outlet concentrations on the upper bed ranged from 0.27 PPM to 0.50 PPM and averaged 0.412 PPM. H₂S removal rates on the upper bed ranged from 94.74% to 97.27% and averaged 95.81%. Outlet concentrations on the lower bed ranged from 0.022 PPM to 0.030 PPM and averaged 0.0262 PPM. H₂S removal rates on the lower bed ranged from 99.69% to 99.78% and averaged 99.73%. The Standby Center #3 exhibited higher removal rates during this evaluation as compared to the previous evaluation, although H₂S outlet concentrations were higher on the upper bed during this evaluation.

For detailed information regarding the results of instant monitoring for the Standby Adsorber, please refer to Table 4 (below). Figures 11 and 12 (page 11) depict inlet and outlet H₂S concentrations and removal percentages in relation to time. Figure 13 (page 12) provides a view of the subject adsorber facing north.

Table 4. Standby #3 Center Carbon Adsorber Instant Monitoring, Tabular Results

Standby Center Adsorber #3						
Time	Date	H2S Inlet (PPM)	H2S Upper Outlet (PPM)	H2S Upper Removal (%)	H2S Lower Outlet (PPM)	H2S Lower Removal (%)
12:15 PM	10/19/2023	9.9	0.27	97.27	0.029	99.71
12:30 PM	10/19/2023	9.7	0.39	95.98	0.030	99.69
12:45 PM	10/19/2023	9.5	0.50	94.74	0.028	99.71
1:00 PM	10/19/2023	9.8	0.46	95.31	0.026	99.73
1:15 PM	10/19/2023	10.0	0.44	95.60	0.022	99.78
1:30 PM	10/19/2023	9.9	0.41	95.86	0.025	99.75
1:45 PM	10/19/2023	11.2	0.38	96.61	0.026	99.77
2:00 PM	10/19/2023	9.4	0.42	95.53	0.027	99.71
2:15 PM	10/19/2023	9.6	0.44	95.42	0.023	99.76
	Average	9.89	0.412	95.81	0.0262	99.73
	Maximum	11.2	0.50	97.27	0.030	99.78
	Minimum	9.4	0.27	94.74	0.022	99.69

Figure 11. Standby #3 Carbon Adsorber Inlet and Outlet H₂S Concentrations in Relation to Time

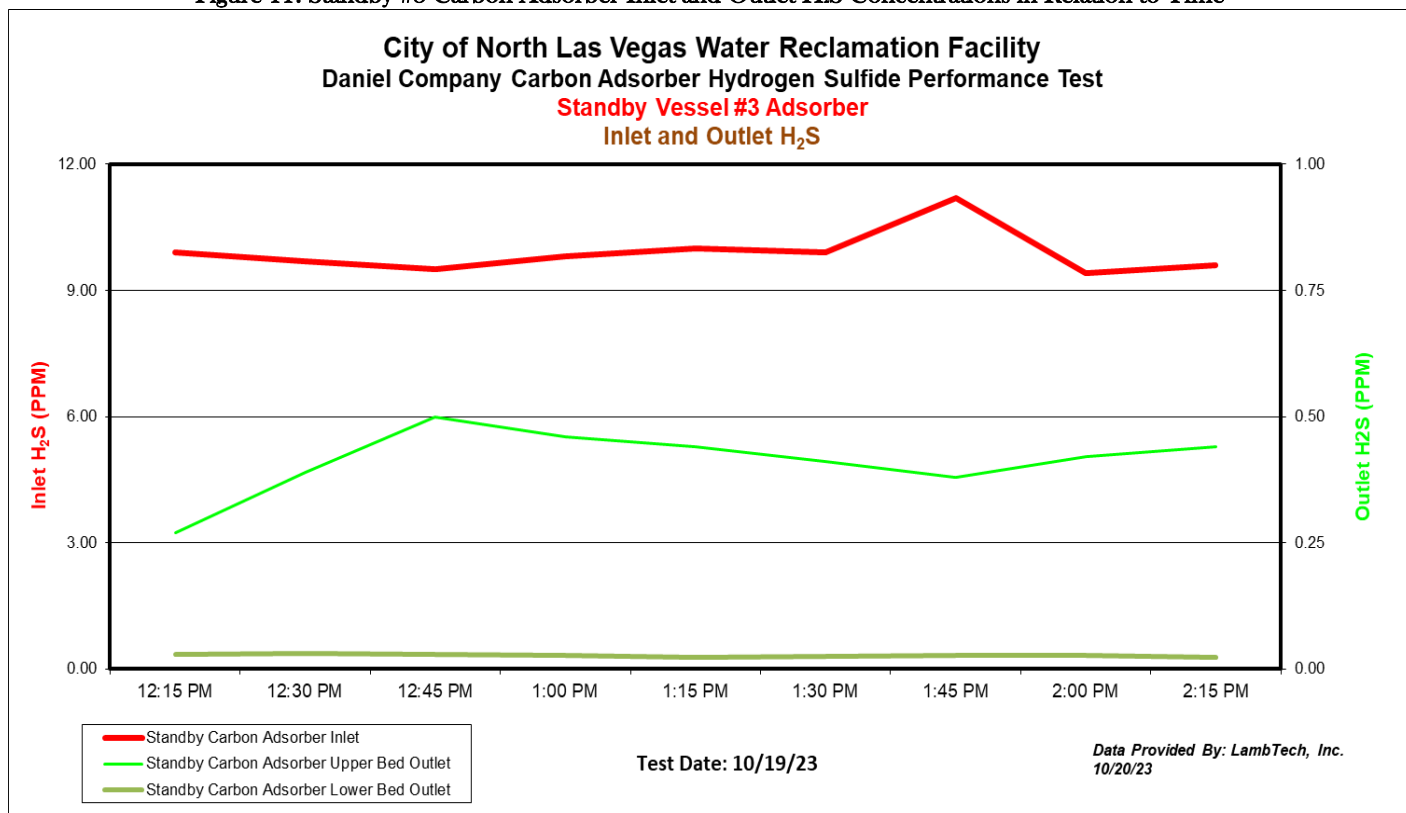


Figure 12. Standby #3 Carbon Adsorber H₂S Removal Percentages in Relation to Time

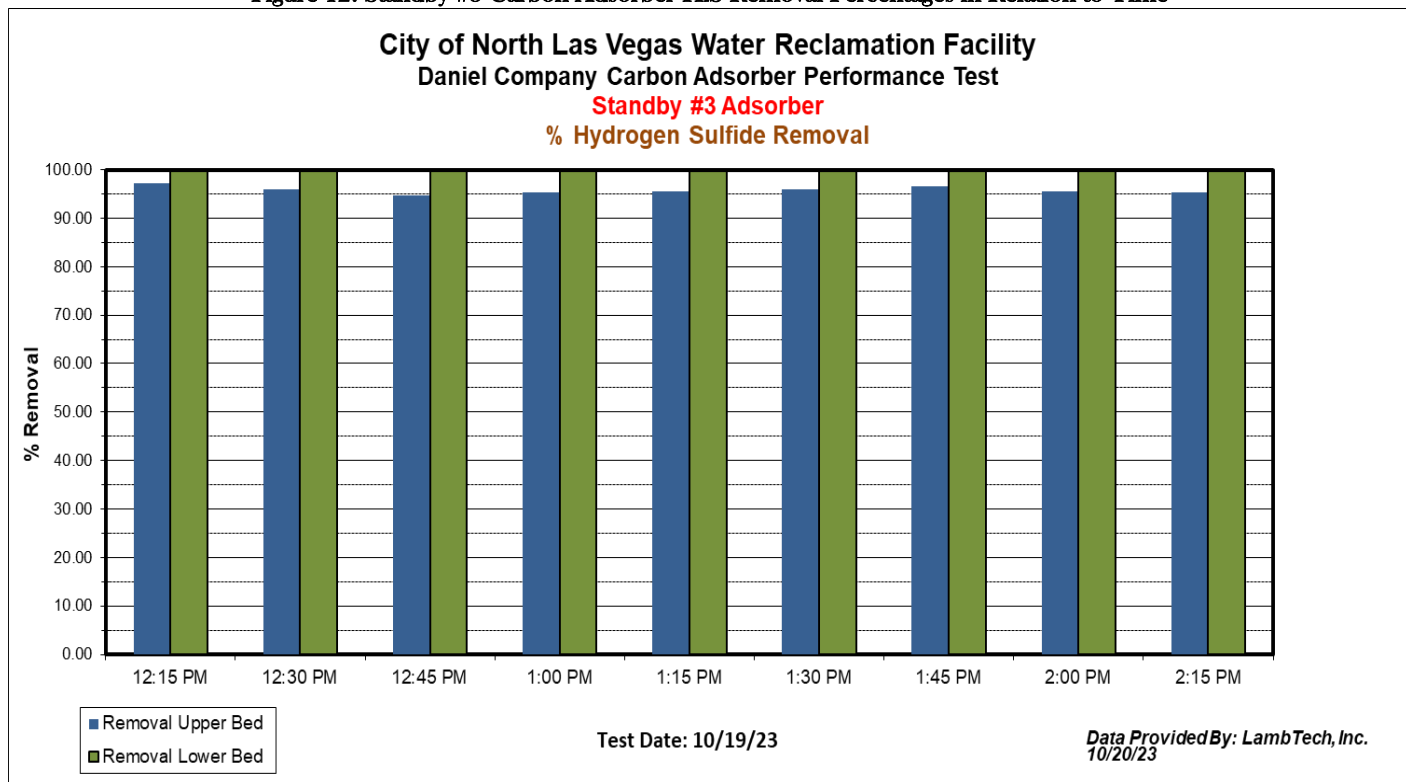




Figure 13. Standby #3 Carbon Adsorber Facing North

Standby #3 Carbon Adsorber System Parameters

The two fan systems were in the low-speed setting during this test. Airflow rates on the Standby #3 carbon adsorber were recorded at 6,350 CFM. Carbon adsorber differential pressure drops were recorded at 1.5 in/WC on the upper bed and on the lower bed.

Solids Handling SHF-2A #4 West Carbon Adsorber*Instant Monitoring*

Solids Handling SHF-2A #4 West carbon adsorber exhibited little to no hydrogen sulfide removal on both beds during this evaluation. Inlet H₂S concentrations were low and were between 0.022 PPM and 0.089 PPM and averaged 0.0632 PPM.

Outlet concentrations on the upper bed ranged from 0.12 PPM to 0.23 PPM and averaged 0.151 PPM. H₂S removal rates on the upper bed were all recorded at 0.00%. Outlet concentrations on the lower bed ranged from 0.047 PPM to 0.13 PPM and averaged 0.089 PPM. H₂S removal rates on the upper bed ranged between 0.00% to 33.71% and averaged 7.41%.

Outlet concentrations on the Solids Handling SHF-2A #4 carbon adsorber's beds were higher than the inlet concentrations for almost all of the time. This is likely due to a phenomenon where dimethyl sulfide enters the carbon adsorber in the inlet airflow, which is then converted inside the carbon adsorber into dimethyl disulfide. When this media-reduced sulfur conversion occurs within the odor control system, the *Jerome 631X Hydrogen Sulfide Analyzer* does not respond to concentrations of dimethyl sulfide; however, it will respond to the dimethyl disulfide once it has been converted in the carbon unit. This explains the higher outlet readings compared to the inlet readings on the lower bed of the carbon adsorber.

For detailed information regarding the results of instant monitoring for the Solids Handling SHF-2A #4 West carbon adsorber, please refer to Table 5 (below). Figures 14 and 15 (page 14) depict inlet and outlet H₂S concentrations and removal percentages in relation to time. Figure 16 (page 15) provides a view of the subject adsorber facing north.

Table 5. Solids Handling SHF-2A #4 West Carbon Adsorber Instant Monitoring, Tabular Results

SHF-2A West Adsorber #4						
Time	Date	H2S Inlet (PPM)	H2S Upper Outlet (PPM)	H2S Upper Removal (%)	H2S Lower Outlet (PPM)	H2S Lower Removal (%)
12:15 PM	10/19/2023	0.083	0.23	0.00	0.13	0.00
12:30 PM	10/19/2023	0.061	0.19	0.00	0.11	0.00
12:45 PM	10/19/2023	0.029	0.16	0.00	0.11	0.00
1:00 PM	10/19/2023	0.070	0.13	0.00	0.11	0.00
1:15 PM	10/19/2023	0.089	0.14	0.00	0.059	33.71
1:30 PM	10/19/2023	0.061	0.12	0.00	0.11	0.00
1:45 PM	10/19/2023	0.022	0.12	0.00	0.047	0.00
2:00 PM	10/19/2023	0.066	0.13	0.00	0.066	0.00
2:15 PM	10/19/2023	0.088	0.14	0.00	0.059	32.95
	Average	0.0632	0.151	0.00	0.089	7.41
	Maximum	0.089	0.23	0.00	0.13	33.71
	Minimum	0.022	0.12	0.00	0.047	0.00

Figure 14. Solids Handling SHF-2A #4 West Carbon Adsorber Inlet and Outlet H₂S Concentrations in Relation to Time

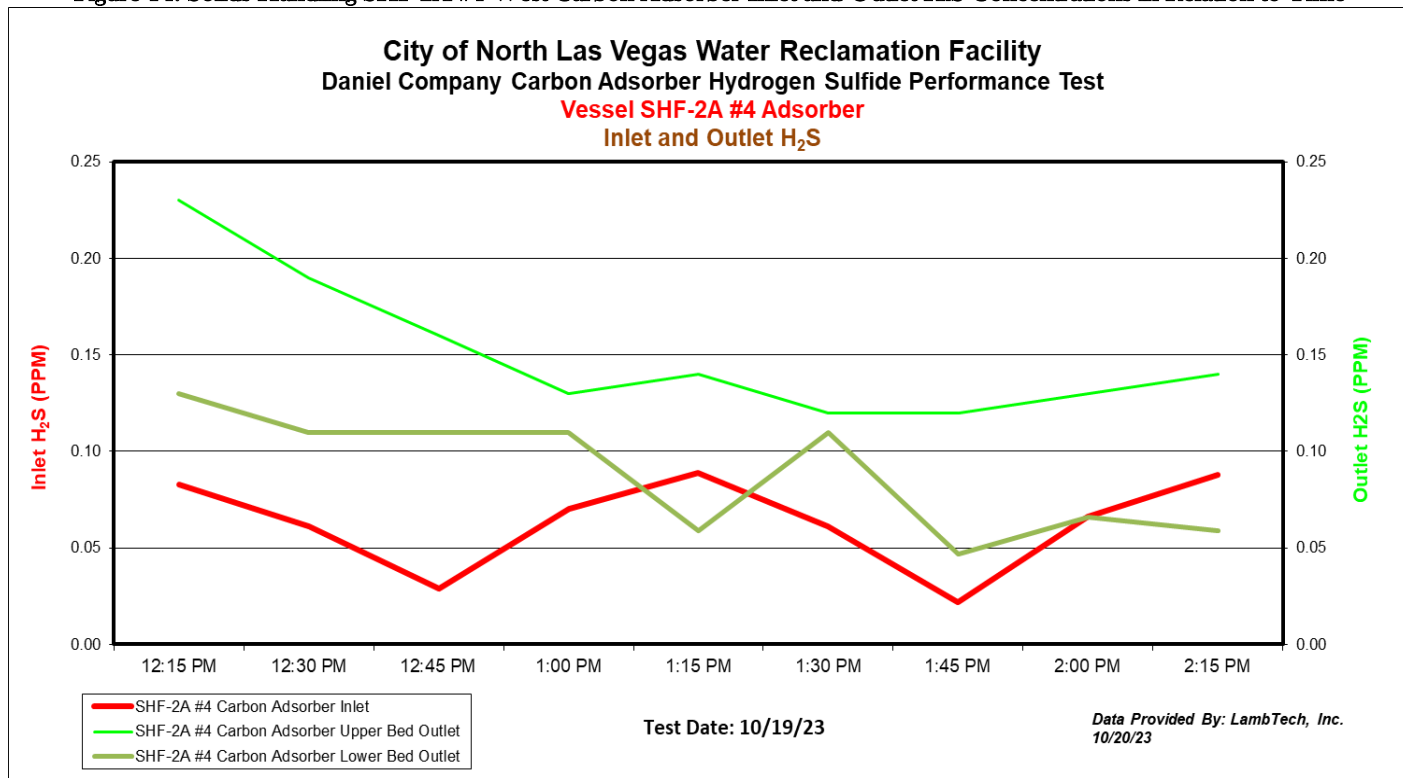


Figure 15. Solids Handling Facility SHF-2A #4 West Carbon Adsorber H₂S Removal Percentages in Relation to Time

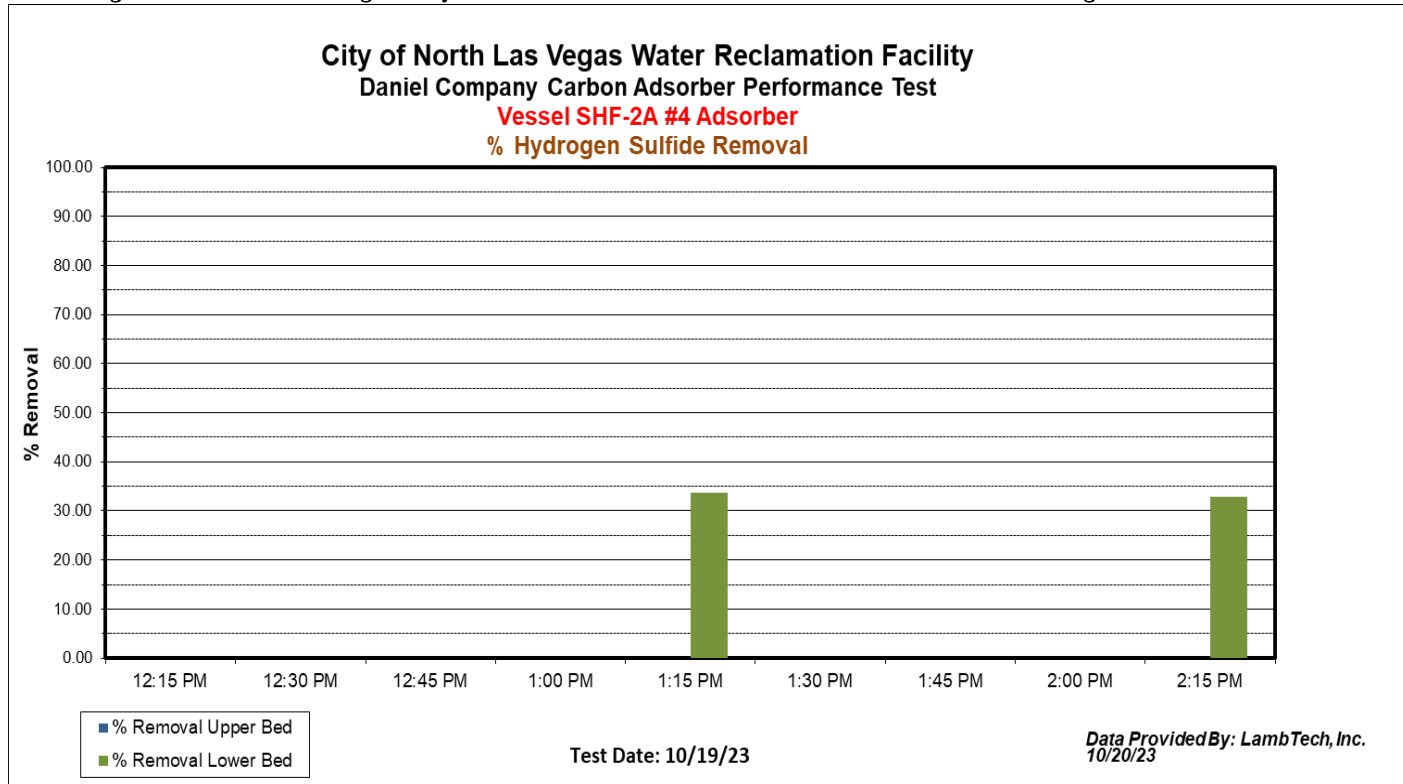




Figure 16. Solids Handling Adsorber SHF-2A #4 West Carbon Adsorber Facing North

Solids Handling Facility SHF-2A #4 West Carbon Adsorber System Parameters

The two fan systems were in the low-speed setting during this test. Airflow rates on the Solids Handling Facility SHF-2A #4 West carbon adsorber were recorded at 6,650 CFM. Carbon adsorber differential pressure drops were becoming elevated and were recorded at 4.0 in/WC on both the upper and lower beds.

Solids Handling Adsorber SHF-2B #5 West Carbon Adsorber*Instant Monitoring*

Solids handling adsorber SHF-2B #5 carbon adsorber exhibited generally poor removal on both beds during this evaluation. Inlet H₂S concentrations ranged from 0.022 PPM to 0.089 PPM and averaged 0.0632 PPM.

Outlet concentrations on the upper bed ranged from 0.13 PPM to 0.20 PPM and averaged 0.161 PPM. Removal rates were all recorded at 0.00%. Outlet concentrations on the lower bed ranged from 0.033 PPM to 0.058 PPM and averaged 0.0446 PPM. H₂S removal rates on the lower bed ranged from 0.00% to 55.06% and averaged 28.79%.

Like SHF-2A #4, outlet concentrations on the Solids Handling SHF-2B #5 carbon adsorber's beds were higher than the inlet concentrations for almost all of the time. This is again likely due to a phenomenon where dimethyl sulfide enters the carbon adsorber in the inlet airflow, which is then converted inside the carbon adsorber into dimethyl disulfide.

For detailed information regarding the results of instant monitoring for solids handling adsorber SHF-2B #5 carbon adsorber, please refer to Table 6 (below). Figures 17 and 18 (page 17) depict inlet and outlet H₂S concentrations and removal percentages in relation to time. Figure 19 (page 18) provides a view of the solids handling adsorber SHF-2B #5 facing north.

Table 6. Solids Handling Adsorber SHF-2B #5 West Carbon Adsorber Instant Monitoring, Tabular Results

SHF-2B West Adsorber #5						
Time	Date	H₂S Inlet (PPM)	H₂S Upper Outlet (PPM)	H₂S Upper Removal (%)	H₂S Lower Outlet (PPM)	H₂S Lower Removal (%)
12:15 PM	10/19/2023	0.083	0.20	0.00	0.058	30.12
12:30 PM	10/19/2023	0.061	0.19	0.00	0.050	18.03
12:45 PM	10/19/2023	0.029	0.17	0.00	0.048	0.00
1:00 PM	10/19/2023	0.070	0.14	0.00	0.044	37.14
1:15 PM	10/19/2023	0.089	0.17	0.00	0.040	55.06
1:30 PM	10/19/2023	0.061	0.14	0.00	0.044	27.87
1:45 PM	10/19/2023	0.022	0.16	0.00	0.033	0.00
2:00 PM	10/19/2023	0.066	0.15	0.00	0.036	45.45
2:15 PM	10/19/2023	0.088	0.13	0.00	0.048	45.45
	Average	0.0632	0.161	0.00	0.0446	28.79
	Maximum	0.089	0.20	0.00	0.058	55.06
	Minimum	0.022	0.13	0.00	0.033	0.00

Figure 17. Solids Handling Adsorber SHF-2B #5 West Carbon Adsorber Inlet and Outlet H₂S Concentrations in Relation to Time

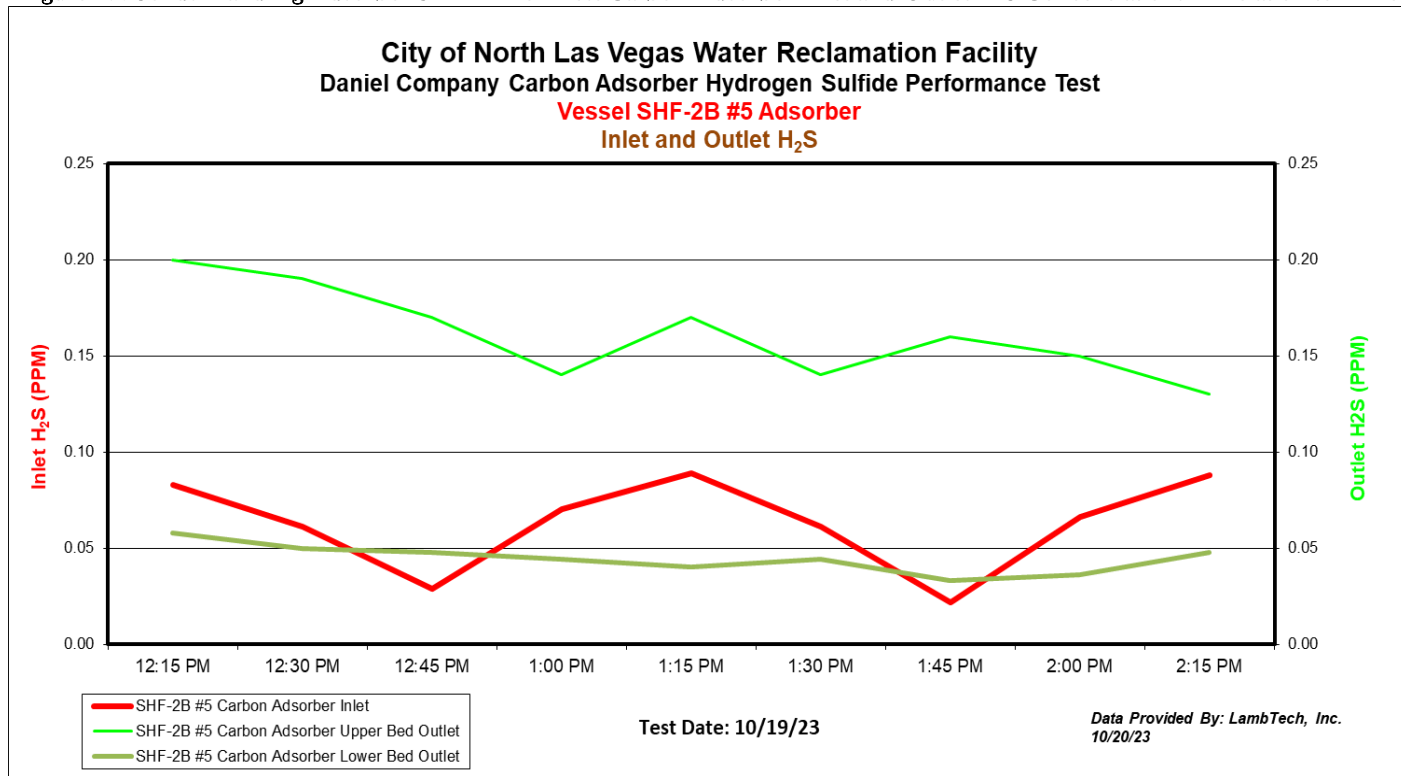


Figure 18. Solids Handling Adsorber SHF-2B #5 West Carbon Adsorber H₂S Removal Percentages in Relation to Time

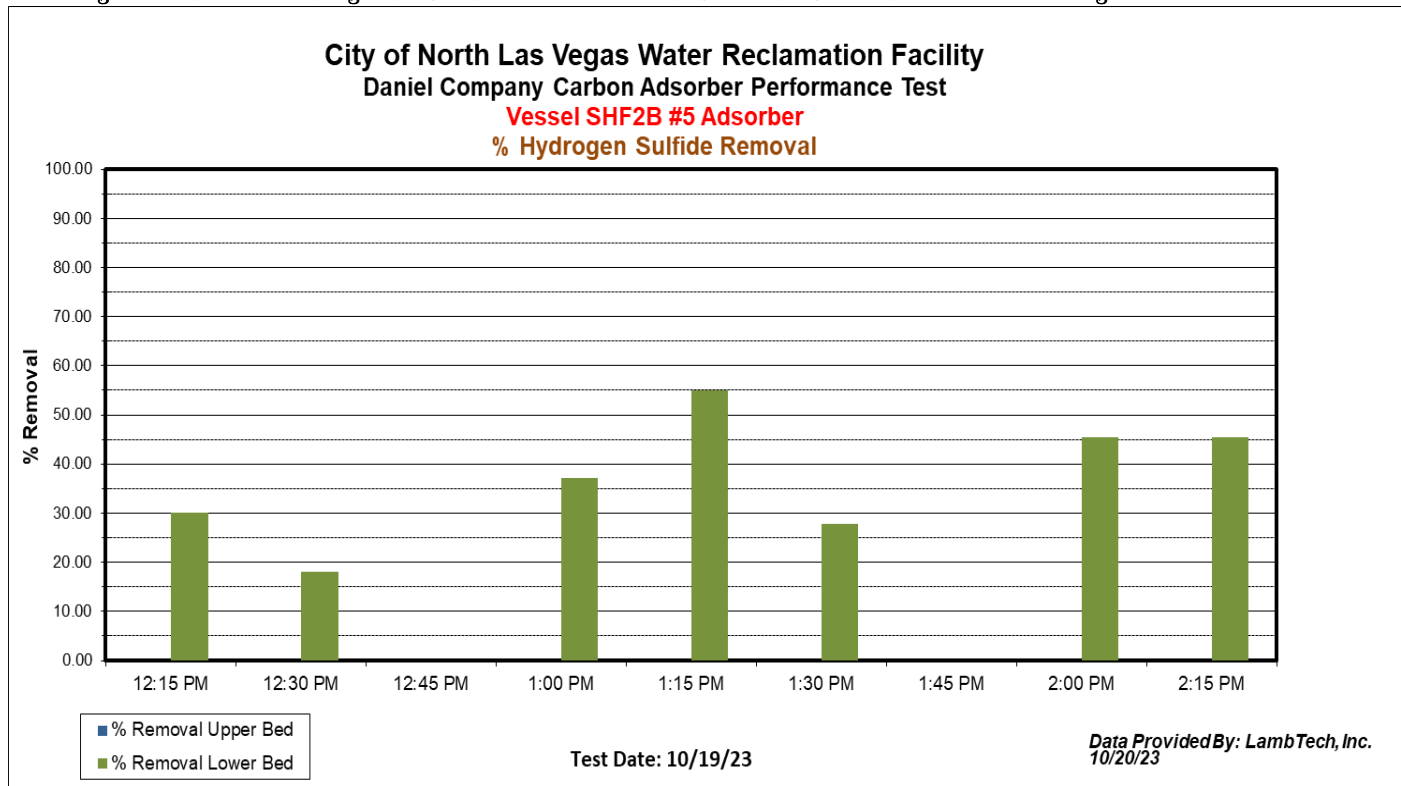




Figure 19. Solids Handling Adsorber SHF-2B #5 Carbon Adsorber Facing North

SHF-2B #5 Carbon Adsorber System Parameters

The solids fan system was in the low-speed setting and airflow on the SHF-2B #5 carbon adsorber was recorded at 4,750 CFM. Carbon adsorber differential pressure drops were also becoming elevated, and were recorded at 4.0 in/WC on both the upper and lower beds.

Conclusion

Inlet concentrations were typical on headworks carbon adsorbers #1 and #2 as well as standby adsorber #3 and were in the moderate PPM range. However, outlet concentrations were elevated on both carbon adsorber #1 and #2, and standby adsorber #3 exhibited higher outlet H₂S concentrations than the previous evaluation. Outlet concentrations over 0.10 PPM could cause nuisance odor conditions in and around the facility. Both beds of #1 exhibited average outlet concentrations over 1.0 PPM, as did the lower bed of adsorber #2. Although the vessel differential pressure is still within the normal range, the higher outlet H₂S concentrations are most likely due to the carbon media becoming saturated. Carbon media replacement may be considered on all three carbon adsorbers in order to reduce the outlet H₂S concentrations as well as improve hydrogen sulfide removal rates.

Inlet concentrations were low on solids handling carbon adsorbers #4 and #5. Removal rates were recorded at 0.00% for almost all of the time on both beds of SHF-2A #4 and SHF-2B #5. Although it is typical to see H₂S removal rates under 99.00% when inlet concentrations are under 1.0 PPM, the outlet concentrations on carbon adsorber #4 and carbon adsorber #5 were higher than the inlet concentrations for a majority of the time.

This phenomenon may indicate that dimethyl sulfide, which is entering the carbon adsorbers through the inlet ductwork, is being converted to dimethyl disulfide within the vessel and is being recorded by the *Jerome 631X Hydrogen Sulfide Analyzer* on the outlet stack. This, along with the elevated differential pressures on SHF-2A #4 and SHF-2B #5, may indicate that the carbon media has become saturated and will need to be replaced. Total outlet concentrations are over 0.1 PPM on both vessels much of the time; outlet concentrations over 0.1 PPM may begin to cause nuisance odor conditions in and around the immediate area. No other issues were noted during the evaluation.



INSTRUMENTATION & SPECIALTY CONTROLS DIVISION
 11 Commerce Blvd. | Middleboro, MA 02346
 P: 508.946.6200 | F: 508.946.6262

CERTIFICATE NUMBER 336918
CUSTOMER NAME LAMBTech INC.
ADDRESS 316 W PERKINSVILLE RD
 UNIT 4
 CHINO VALLEY AZ 86323
 USA

CERTIFICATE OF INSTRUMENT CALIBRATION

<u>MODEL</u>	<u>SERIAL NUMBER</u>	<u>CALIBRATION DATE</u>	<u>CALIBRATION DUE DATE</u>
X631 0101	2593	8/22/2023	8/20/2024

To the NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY within the limitations of the Institute's calibration services, or have been derived from accepted values of natural physical constants, or have been derived by the ratio type of self-calibration techniques. Disclaimer: Any unauthorized adjustments, removal or breaking of QC seals, or other customer modifications on your Jerome Analyzer WILL VOID this factory calibration. Because any of the above acts could affect the calibration and readings of the instrument, their certification will no longer be valid and, further, AMETEK Brookfield WILL NOT be responsible for any liabilities created as a result of using the instrument after such adjustments, seal removal, or modifications. This document shall not be reproduced, except in full, without the written approval of AMETEK Brookfield.

REFERENCE EQUIPMENT USED TO CALIBRATE THE EQUIPMENT

<u>TYPE/MODEL</u>	<u>SERIAL/LOT NUMBER</u>	<u>CALIBRATION DATE</u>	<u>CALIBRATION DUE DATE</u>
Cal Set	CC514916	6/28/2022	6/28/2025
<u>TYPE/MODEL</u>	<u>SERIAL/LOT NUMBER</u>	<u>CALIBRATION DATE</u>	<u>CALIBRATION DUE DATE</u>
Alicat	124604	2/22/2023	2/23/2024
<u>TYPE/MODEL</u>	<u>SERIAL/LOT NUMBER</u>	<u>CALIBRATION DATE</u>	<u>CALIBRATION DUE DATE</u>
Alicat	124602	2/22/2023	2/23/2024
<u>TYPE/MODEL</u>	<u>SERIAL/LOT NUMBER</u>	<u>CALIBRATION DATE</u>	<u>CALIBRATION DUE DATE</u>
Fluke	95640974	1/9/2023	1/9/2024

NIST TRACE # SRM 2730; 65-D-035; CAL013399

PROCEDURE #: 730-0040

All reference equipment used to calibrate the instrument listed upon this certificate have calibrations that are traceable to the National Institute of Standards and Technology (NIST).

APPROVAL SIGNATURE

TODD PLACE, QUALITY ENGINEER

CALIBRATION PERFORMED BY ME

TSI Incorporated, 500 Cardigan Road, Shoreview, MN 55126 USA
Tel: 1-800-874-2811 1-651-490-2811 Fax: 1-651-490-3824 <http://www.tsi.com>

ENVIRONMENT CONDITIONS			MODEL	9545
TEMPERATURE	73.4 (23.0)	°F (°C)	SERIAL NUMBER	T95451607005
RELATIVE HUMIDITY	24	%RH		
BAROMETRIC PRESSURE	29.24 (990.2)	inHg (hPa)		

☒ AS LEFT☒ IN TOLERANCE☐ AS FOUND

OUT OF TOLERANCE

- CALIBRATION VERIFICATION RESULTS -

Humidity Verification				SYSTEM H-120				Unit: %RH
#	STANDARD	MEASURED	ALLOWABLE RANGE	#	STANDARD	MEASURED	ALLOWABLE RANGE	
1	10.0	10.2	7.0-13.0	4	70.0	71.2	67.0-73.0	
2	30.0	30.7	27.0-33.0	5	90.0	91.1	87.0-93.0	
3	50.0	51.1	47.0-53.0					

TEMPERATURE VERIFICATION				SYSTEM T-101				Unit: °F (°C)
#	STANDARD	MEASURED	ALLOWABLE RANGE	#	STANDARD	MEASURED	ALLOWABLE RANGE	
1	32.1 (0.0)	32.2 (0.1)	31.5~32.6 (-0.3~0.3)	2	139.8 (59.9)	140.2 (60.1)	139.3~140.4 (59.6~60.2)	

VELOCITY VERIFICATION				SYSTEM V-110			Unit: ft/min (m/s)
#	STANDARD	MEASURED	ALLOWABLE RANGE	#	STANDARD	MEASURED	ALLOWABLE RANGE
1	0 (0.00)	0 (0.00)	-3-3 (-0.02-0.02)	7	649 (3.30)	653 (3.31)	630-669 (3.20-3.40)
2	35 (0.18)	35 (0.18)	32-38 (0.16-0.19)	8	993 (5.05)	1002 (5.09)	964-1023 (4.90-5.20)
3	64 (0.33)	65 (0.33)	61-67 (0.31-0.34)	9	1470 (7.47)	1486 (7.55)	1426-1515 (7.25-7.69)
4	100 (0.51)	99 (0.50)	97-103 (0.49-0.52)	10	2493 (12.67)	2497 (12.69)	2419-2568 (12.29-13.05)
5	159 (0.81)	160 (0.81)	155-164 (0.79-0.83)	11	4482 (22.77)	4501 (22.87)	4347-4616 (22.08-23.45)
6	330 (1.68)	330 (1.68)	320-340 (1.63-1.73)	12	5809 (29.51)	5764 (29.28)	5635-5983 (28.62-30.39)

TSI does hereby certify that the above described instrument conforms to the original manufacturer's specification (not applicable to As Found data) and has been calibrated using standards whose accuracies are traceable to the United States National Institute of Standards and Technology (NIST) or has been verified with respect to instrumentation whose accuracy is traceable to NIST, or is derived from accepted values of physical constants. TSI's calibration system is registered to ISO-9001:2015.

Measurement Variable	System ID	Last Cal.	Cal. Due	Measurement Variable	System ID	Last Cal.	Cal. Due
Humidity	E002008	02-08-23	08-31-23	Temperature	E010655	02-15-23	02-29-24
Temperature	E0010659	04-11-22	04-30-23	Temperature	E010660	04-11-22	04-30-23
DC Voltage	E001658	08-23-22	02-29-24	Temperature	E004402	10-17-22	04-30-23
Pressure	E001058	02-02-23	08-31-23	Pressure	E004041	02-20-23	08-31-23
Velocity	E010408	12-14-21	12-31-24				

Ka Dues
CALIBRATED

CALIBRATED

April 11, 2023

DATE _____

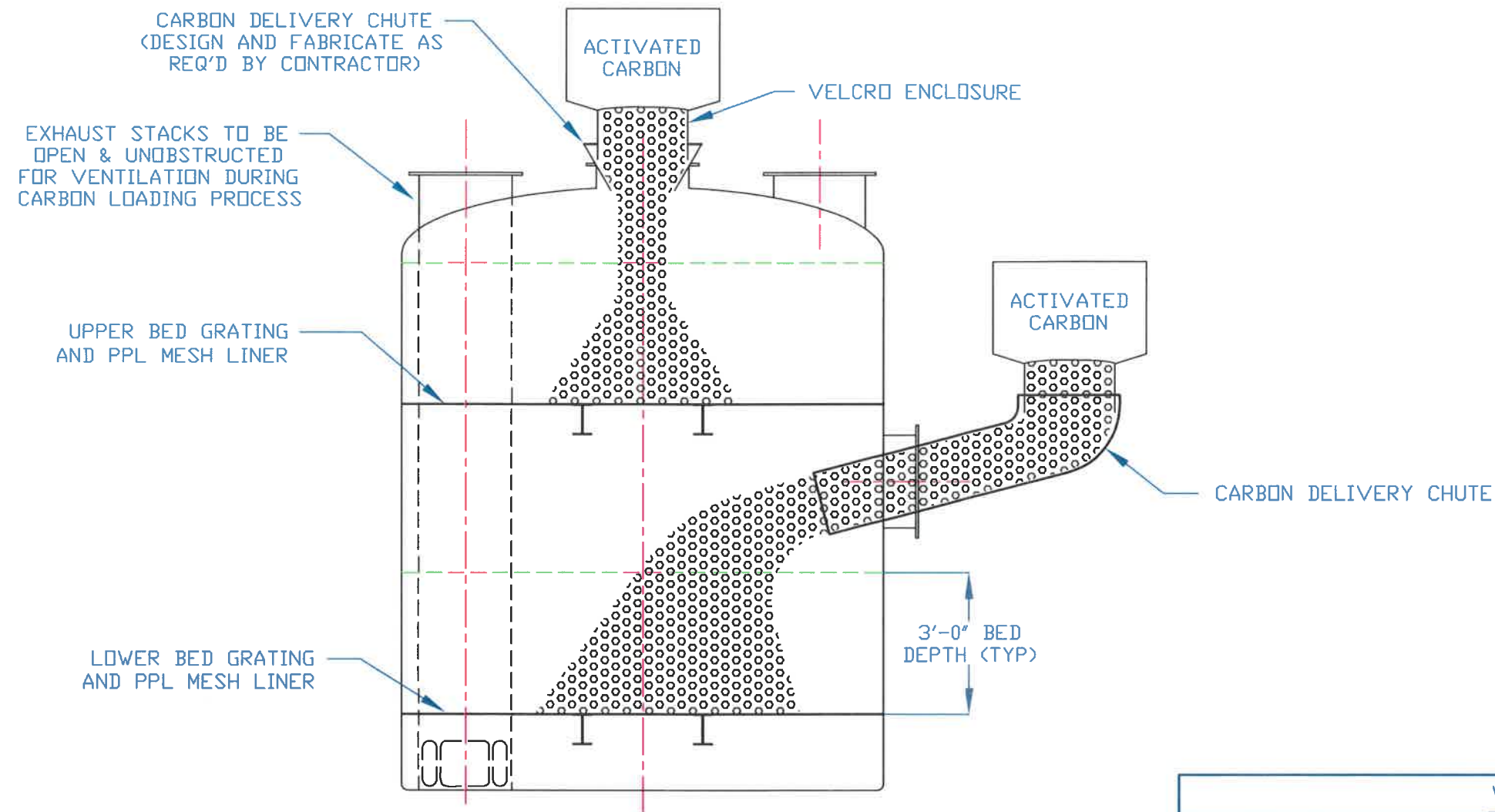
Doc. ID: CERT DEFAULT



**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1707 Granular Activated Carbon Changeout**

EXHIBIT H- Carbon Loading Diagram

REVISION		
NO.	DATE	DESCRIPTION
0	05/02/08	INITIAL ISSUE



CARBON LOADING DIAGRAM

WARNING!!

IMPORTANT! WETTED ACTIVATED CARBONS PREFERENTIALLY REMOVE OXYGEN FROM THE AIR. IN CLOSED OR PARTIALLY CLOSED VESSELS, OXYGEN REDUCTION MAY REACH HAZARDOUS LEVELS. IF WORKERS ARE TO ENTER A VESSEL CONTAINING CARBON, APPROPRIATE AIR SAMPLING AND WORK PROCEDURES FOR POTENTIALLY LOW OXYGEN SPACES SHOULD BE FOLLOWED.

READ AND FOLLOW ALL RECOMMENDATIONS AND GUIDELINES FOR VENTILATION AND RESPIRATORY PROTECTION IN CARBON DATA AND MSDS SHEETS BEFORE BEGINNING CARBON LOADING PROCEDURE.

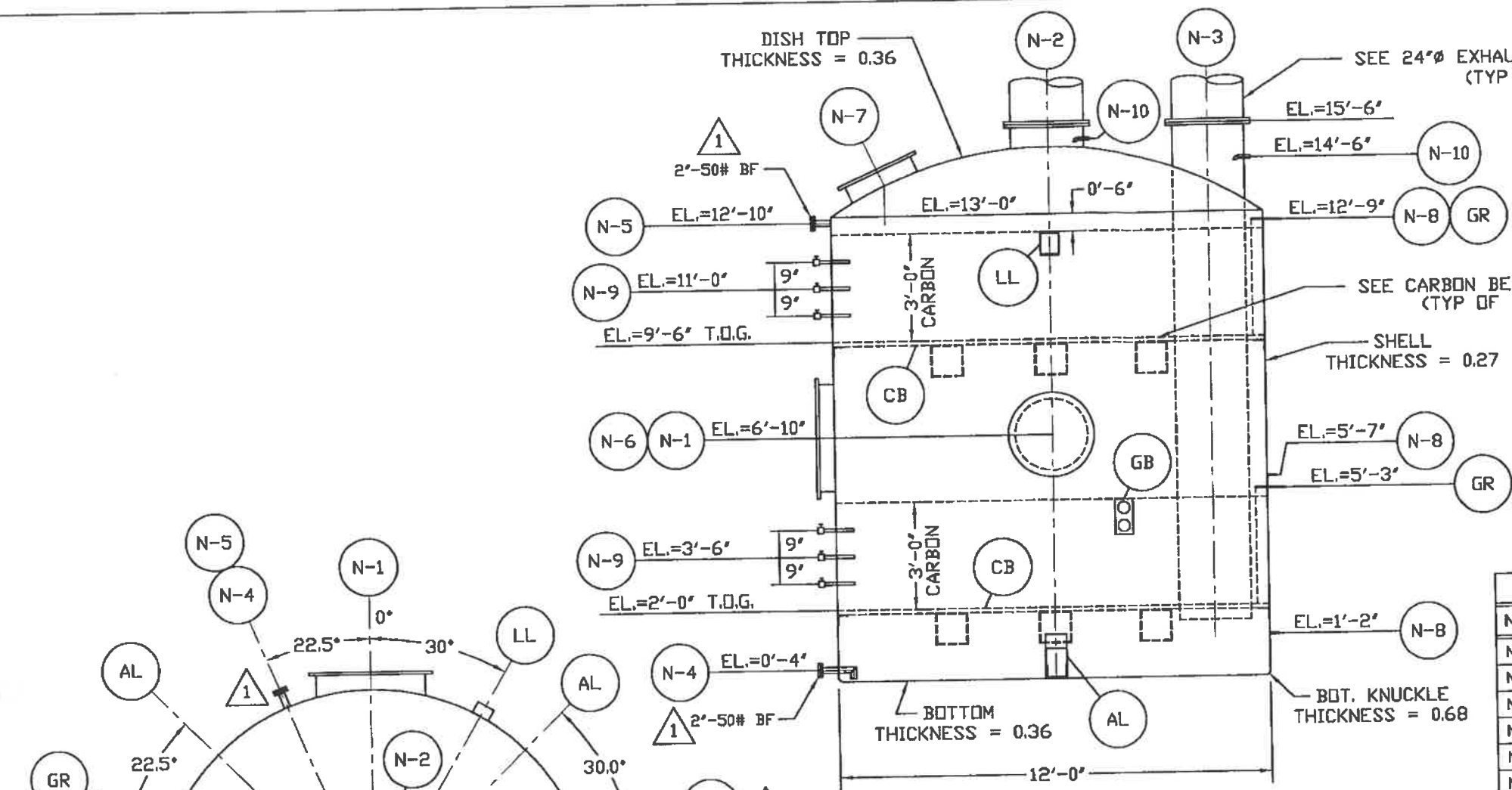
SIZE: B	DWG. NO: DBCA-CLP-1-0PT	DRAWN BY: MSD	DANIEL COMPANY FIBERGLASS AIR POLLUTION CONTROL SYSTEM, DESIGN AND SERVICE	9972 RANCHO ROAD ADELANTO, CA 92301 PHONE: (760) 246-1100 FAX: (760) 246-1161	DUAL BED CARBON ADSORBER ACTIVATED CARBON LOADING PROCEDURE	REV 0
SCALE: NONE	FILE DIR:	DUAL BED CARBON ADSORBER				



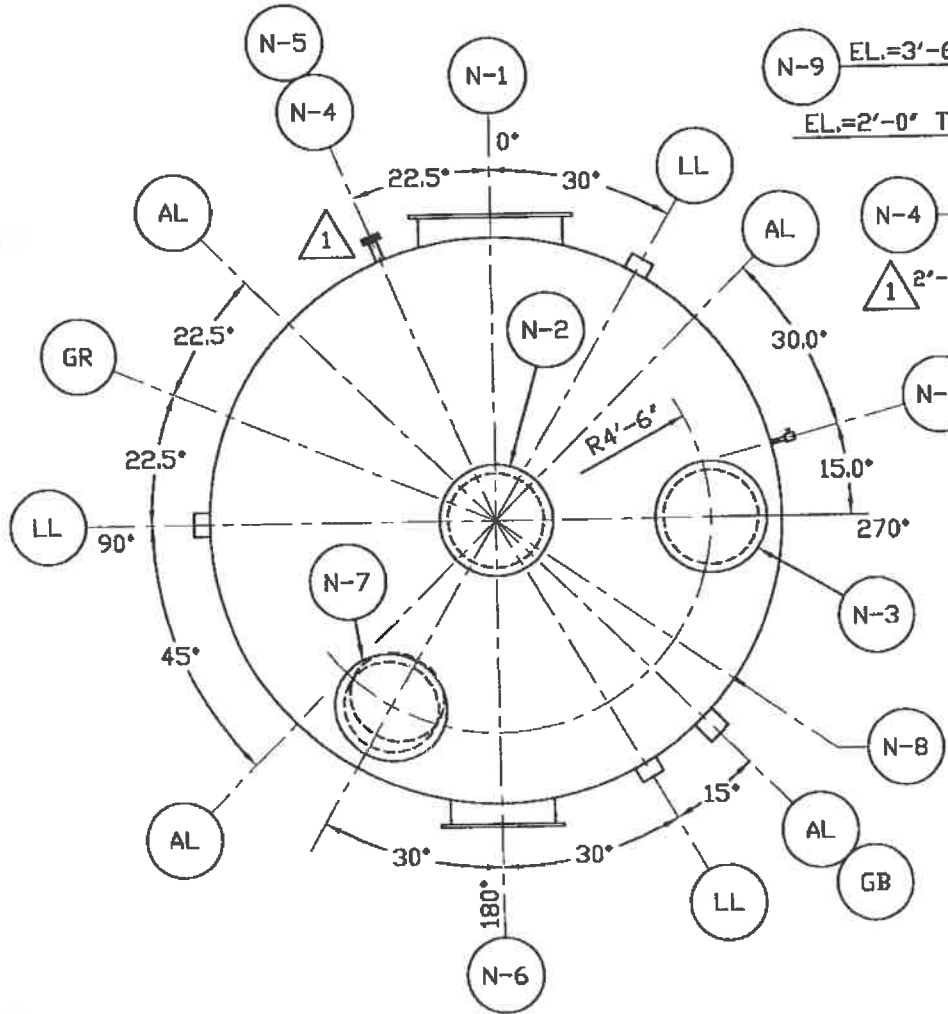
**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1707 Granular Activated Carbon Changeout**

EXHIBIT I- GAC Tank Specification

REV.	DATE	DESCRIPTION
0	4/3/09	INITIAL ISSUE
1	6/5/09	ADDED 2" BLIND FLANGE
2	12/09/09	MOVED N-9 15° TO 0°



ELEVATION VIEW
(SEE PLAN VIEW FOR TRUE ORIENTATION)



PLAN VIEW
(TRUE ORIENTATION)

QUANTITY OF 5

CARBON ADSORBER					
NO.	SERVICE	QTY.	SCHEDULE	SIZE	PROJECTION
N-1	AIR INLET	1		36"Ø FLG.	6'
N-2	AIR OUTLET TOP BED	1		24"Ø FLG.	TOP
N-3	AIR OUTLET BOT BED	1		24"Ø FLG.	TOP
N-4	SIPHON DRAIN	1		2'-50# FLG.	6'
N-5	OVERFLOW	1		2'-50# FLG.	6'
N-6	SIDE MANWAY	1		24"Ø FLG.	6'
N-7	TOP MANWAY	1		24"Ø FLG.	6'
N-8	PRESS. GAUGE PORT	3		1" HALF CPLG. (FNPT) FOR PRESS. GAUGE	4'
N-9	SAMPLE PDRT	6		1" HALF CPLG W/ PVC BALL VAL.	4'
N-10	AIR SAMPLE PDRT	2		1" HALF CPLG W/ 90° ELL	-
GB	FRP MOUNTING BRACKET FOR PRESSURE GAUGE	1		-	-
CB	CARBON BED	2		1 1/2" GRATING W/ (3) 10' x 10' BEAMS	-
GR	GROUNDING ROD	2		-	-
AL	ANCHOR LUGS	4		-	-
LL	LIFTING LUGS	3		-	-

- NOTES:
- ALL DIMENSIONS, ELEVATIONS, AND ORIENTATIONS SHALL BE VERIFIED BY THE CONTRACTOR
 - CONTRACTOR IS RESPONSIBLE FOR THE SAFE HANDLING, TRANSPORTATION, AND INSTALLTION OF THE CARBON ADSORBER
 - ADD 2'-50# BLIND FLANGE TO NOZZLES N-4 SIPHON DRAIN AND N-5 OVERFLOW.

SIZE: B	DWG. NO: CARBON ADSORBER	DRAWN BY: MSD	DANIEL MECHANICAL <small>FIBERGLASS AIR POLLUTION CONTROL SYSTEMS DESIGN, SERVICES & INSTALLATION</small>	9972 RANCHO ROAD ADELANDTO, CA 92301 PHONE: (760) 246-1100 FAX: (760) 246-1161	CITY OF NORTH LAS VEGAS WATER RECLAMATION FACILITY DOUBLE BED CARBON ADSORBER
SCALE: 1/4" = 1'-0"	FILE DIR: 1453	DOUBLE BED CARBON ADSORBER			

Mayor
Pamela A. Goynes-Brown

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

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



Finance Department
Purchasing Department
2250 Las Vegas Boulevard, North · Suite #710 · North Las Vegas, Nevada 89030
Telephone: (702) 633-1745 · Fax: (702) 669-3328 · TDD: (800) 326-6868
www.cityofnorthlasvegas.com

December 12, 2023

CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1707 Granular Activated Carbon Changeout

ADDENDUM #1

The deadline for questions for this proposal was 12:00 p.m., December 12, 2023. The following are the questions that were received along with the answers to those questions.

Question 1. I was just looking to clarify if the vendor would be supplying the fresh GAC for this bid or if it has already been purchased and only needs to be installed by the vendor.

Answer: Granular Activated Carbon must be purchased as part of the bid.

Question 2. Could you please share the data sheet of COL H2S-60? (4.00 MM)

Answer: Please see below.

Question 3. In the bid it is mentioned carbon must be the brand name of COL H2S-60 but I assume approved equal will be accepted?

Answer: No. Carbon to be used must be Carbon Activated Corporation COL H2S-60. (4.00 MM)

Question 4. Do we need to replace the carbon of 5 filters at the same time? or is there a deadline to complete the project?

Answer: Replacement of carbon will need to be replaced one at a time until project is complete. Not to exceed 45 days.

Question 5. Could you please share the previous bid tab as well?

Answer: Please see below.

Question 6. In the bid document, it is specified that only Carbon Activated Corporation product must be used. Are we able to use an equivalent product?

Answer: No. Carbon to be used must be Carbon Activated Corporation COL H2S-60. (4.00 MM)

Question 7. Will the list of attendees to the pre-bid meeting that took place on 12/05/2023 be posted?

Answer: Please see below

Question 8. Can we get drawings/pictures of the vessels and the surrounding area?

Answer: This information was provided in the bid Exhibits G, H, and I.

Question 9. Will the City be supplying the screen material? If no, we will need a spec on that.

Answer: No.

Mess Size: Less than 8 mesh (2.36mm) 5% / Mean particle diameter 3.4mm

Mesh Size 800 MICRON POLYPROPYLENE WOVEN MESH: HOLE SIZE (in) 0.032 / THICKNESS 9in) 0.016

Question 10. Will you allow for an alternative GAC media to the Carbon Activated 4 mm pellet?

Answer: No. Carbon to be used must be Carbon Activated Corporation COL H2S-60. (4.00 MM);

Question 11. We can provide a direct equivalent to the "COL H2S-60". Will the City open this bid up to allow equivalent products? We are more than willing to provide samples.

Answer: No. Carbon to be used must be Carbon Activated Corporation COL H2S-60. (4.00 MM);

Question 12. Can you please share the bid tabulation from the last time this project went out for bid?

Answer: Please see below.

Question 13. Can you please share the current vendor that holds this contract?

Answer: Carbon Activated Corp.

Question 14. Is there an engineer's estimate or budget/range for this project?

Answer: No.

Joy Yoshida

Joy Yoshida
Senior Buyer
Purchasing Department

City of North Las Vegas
BID B-1707 Granular Activated Carbon Changeout
Pre-bid Meeting held on December 5, 2023 at 1:00pm via
Google Meet conference call
Conference Call Attendees

City of North Las Vegas

Joy Yoshida, Senior Buyer
Belia Guzman, Buyer
Alan Wolfley, WRF Operations Supervisor
Bryce Burrell, WRF Operations Supervisor

Vendors

Norit Activated Carbon
Craig Giles
Email: craig.giles@norit.com
Brooke Broadus
Email: Brooke.Broadus@norit.com
Sally Kelly
Email: Sally.Kelly@norit.com

Pacific Coast Carbon LLC
Alex Peru
Email: alex@pacificcoastcarbon.com
Briana Munoz
Email: briana@pacificcoastcarbon.com

Patriot Environmental
Steve Simon
Email: ssimon@patriotenvironmental.com

Karbonous, Inc. (Formerly Prominent Systems, Inc.)
Matthew Low, Account Executive
13095 E. Temple Avenue
City Of Industry, CA 91746
T: 626-858-1888
F: 626-628-3716
matthew@karbonous.com

Clean Harbors Remediation Technologies
Guy Morton, Project Manager
Email: morton.guy@cleanharbors.com
Fred Hays, Project Services Sales Rep.
Email: hays.fred@cleanharbors.com

Carbon DataSheet



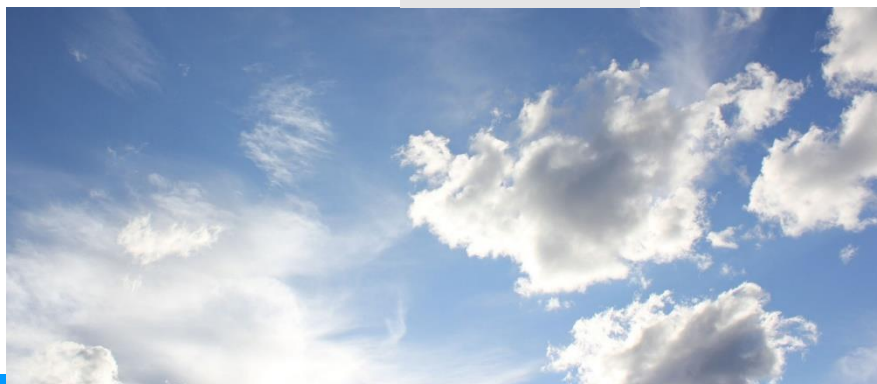
COL H₂S-60 (4.00 mm)

HIGH H₂S ADSORPTION ACTIVATED CARBON

COL H₂S-60 is produced with a proprietary activation process which involves no impregnates for H₂S removal for a variety of air purification and vapor phase applications. This product is a 4mm pelletized carbon specifically designed to remove VOCs, HCl, SO₂, H₂S, and chlorine-related gases in wastewater plants, pulp mills, and chemical plant vapor applications.

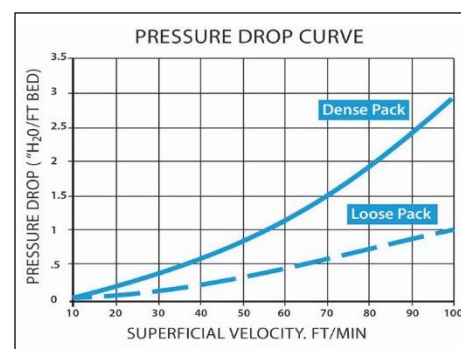


SPECIFICATIONS	COL H ₂ S-60	ASTM METHOD
CCl ₄ Activity, Min.	60	D-3467-04
Total Surface Area, m ² /g	900 -1000	(BET)
Iodine Number, min.	900 -1000	D-4607
Butane Activity, min.	31-32	D-5742
Apparent Density, gm/cc	0.48 - 0.50	D-2854
lb/ft ³	30 - 32	
Hardness, Min.	95-97	D-3802
Particle Size	4mm Pelletized (4X6)	
H ₂ S Adsorption Capacity, min.	0.20 gm/cc	D-6646
Moisture, max.	1-3%	D-2867



APPLICATIONS

H₂S removal for a variety of air purification and vapor phase applications such as wastewater, pulp mills, and chemical plants



STANDARD PACKAGING

- 55 lb or 27.5 lb polylined polypropylene bags
- 200 to 220 lb fiber drums
- 1100 lb supersacks

This information is offered solely for your consideration and verification. It has been gathered from reference materials and/or test procedures and is believed to be true and accurate. None of this information shall be constituting a warranty or representation, expressed or implied, for which we assume legal responsibility or that the information or goods described is fit for any particular use either alone or in combination with other goods or processes.



Previous Bid Tabulation Sheet

Event Number	B-1611 Addendum 2	Organization	Nevada Gov eMarketplace
Event Title	Granular Activated Carbon Changeout	Workgroup	City of North Las Vegas
Event Description	This is a bid from the City of North Las Vegas	Event Owner	Joy Yoshida
Event Type	BID	Email	yoshidaj@cityofnorthlasvegas.com
Issue Date	7/27/2020 08:00:01 AM (PT)	Phone	
Close Date	8/17/2020 01:00:00 PM (PT)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Carbon Activated Corp.	Compton	CA	8/14/2020 05:50:37 PM (PT)	3	\$179,345.00
Cabot Norit Americas Inc	Marshall	TX	8/14/2020 02:02:03 PM (PT)	3	\$184,000.00
Pure Air Filtration, LLC	Norcross	GA	8/17/2020 12:54:01 PM (PT)	3	\$309,400.00
MP Environmental Services	Phoenix	AZ	8/17/2020 09:33:23 AM (PT)	2	\$392,130.00
NICHEM CO.	Newark	NJ	8/17/2020 08:34:14 AM (PT)	3	\$400,050.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

							Carbon Activated Corp.		Cabot Norit Americas Inc		Pure Air Filtration, LLC		MP Environmental Services		NICHEM CO.	
							Total Price	\$179,345.00	Total Price	\$184,000.00	Total Price	\$309,400.00	Total Price	\$392,130.00	Total Price	\$400,050.00
Line #	Description	Mfgr	Mfgno	QTY	UOM	Estimated	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Install Fresh Activated Carbon. Remove carb			5	EA		\$35,869.00	\$179,345.00	\$36,700.00	\$183,500.00	\$61,180.00	\$305,900.00	\$77,650.00	\$388,250.00	\$77,510.00	\$387,550.00
2	Repair or replace screening (as approved by			5	EA		\$0.00	\$0.00	\$50.00	\$250.00	\$350.00	\$1,750.00	No Bid		\$1,000.00	\$5,000.00
3	Cost per roll of screen material (if needed)			5	EA		\$0.00	\$0.00	\$50.00	\$250.00	\$350.00	\$1,750.00	\$776.00	\$3,880.00	\$1,500.00	\$7,500.00

Line	Responding Supplier	Supplier Notes
1	NICHEM CO.	Carbon will be our catalytic carbon HSV2. Warranty is 18 months on carbon service life under Will offer a pro-rated credit to the city based on the cost of carbon (54,000/vessel) from time of installation for service life uner 18 months
3	NICHEM CO.	50" X 5' per roll. Offer 18 months warranty on carbon service life under the same operating condition reported in bid documents.We will offer pro-rated credit to the City based on the cost of carbon (54,000/vessel) fromtime of installation for service life under 18 months.

Line #	Att #	Attribute Name	Attribute Note	Carbon Activated	Cabot Norit Ameri	Pure Air Filtration,	MP Environmental	NICHEM CO.
Header	1	Acknowledgement of Adc	I acknowledge Addendum	Acknowledgement	Acknowledgement	Acknowledgement	Acknowledgement	Acknowledgement
Header	2	Acknowledgment of Add	I acknowledge Addendum	Acknowledgment o	Acknowledgment o	Acknowledgment o	Acknowledgment o	Acknowledgment o

Responding Supplier	Signature Full Name	Signature Email	Supplier Notes
Carbon Activated Corp.	Janet Ruelas	janetr@activatedcarbon.com	Carbon Activated Corp.
Cabot Norit Americas Inc	Sally Ann Kelly	sally.kelly@cabotcorp.com	
Pure Air Filtration, LLC	Ashlyn Bradshaw	abradshaw@pureairfiltration.com	
MP Environmental Services	Craig L. Miller	cmiller@mpenviro.com	
NICHEM CO.	Peigeng Lu	linda@nichem.com	If awarded bid, we will immediately apply for a North Las Vegas Busin

Mayor
Pamela A. Goynes-Brown

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

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



Finance Department
Purchasing Department
2250 Las Vegas Boulevard, North · Suite #710 · North Las Vegas, Nevada 89030
Telephone: (702) 633-1745 · Fax: (702) 669-3328 · TDD: (800) 326-6868
www.cityofnorthlasvegas.com

December 13, 2023

CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1707 Granular Activated Carbon Changeout

ADDENDUM #2

The deadline for questions for this proposal was 12:00 p.m., December 12, 2023. The following are the questions that were received along with the answers to those questions.

ADDITIONAL QUESTIONS

Question 1 Estimated value of the project?

Answer: We are not providing.

Question 2. Are there liquidated damages if we exceed the 45 days after notice to proceed?

Answer: No. Replacement of carbon will need to be replaced one at a time until project is complete. Not to exceed 45 days.

Question 3. Is this a Prevailing Wage project?

Answer: No.

Question 4. Can we get an extension to 12/15 in order to perform the legal review of the service agreement?

Answer: No.

Joy Yoshida

Joy Yoshida
Senior Buyer
Purchasing Department

EXHIBIT B

Bid

Please see attached page(s).



BID B-1707 Addendum 2 Carbon Activated Corp. Supplier Response

Event Information

Number: BID B-1707 Addendum 2
Title: Granular Activated Carbon Changeout
Type: Invitation for Bid
Issue Date: 11/27/2023
Deadline: 12/20/2023 10:00 AM (PT)
Notes: The City of North Las Vegas is soliciting bids to remove five (5) Granular Activated Carbon units (GAC) and replace screens, if necessary.

Contact Information

Contact: Joy Yoshida
Address: 2250 Las Vegas Blvd. Suite 820
North Las Vegas, NV 89030
Phone: 1 (702) 6331745
Email: yoshidaj@cityofnorthlasvegas.com

Carbon Activated Corp. Information

Contact: James Harvey
Address: 2250 S. Central
Compton, CA 90220
Phone: (310) 885-4555
Email: jamesh@activatedcarbon.com
Web Address: www.activatedcarbon.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Janet Ruelas

Signature

Submitted at 12/19/2023 04:50:11 PM (PT)

janetr@activatedcarbon.com

Email

Requested Attachments

Required Documents

Exhibits A, B, C, D, and E, must be submitted as part of your Bid response.

Bid B-1707 Exhibit A - E Granular
Activated Carbon Changeout.pdf

Required Documents

Exhibit F must be submitted as part of your Bid response. Any and all exceptions to CNLV purchase agreement must be noted in response. All redlines to Exhibit F must be submitted as part of your Bid response. No redlines will be accepted after bid submission.

Bid B-1707 Exhibit F - I Granular
Activated Carbon Changeout.pdf

Bid Attributes

1 Acknowledgment of Addendum #1

I acknowledge receipt of Addendum #1

☒ Acknowledgment of Receipt of Addendum #1

2 Acknowledgment of Addendum #2

I acknowledge receipt of Addendum #2

☒ Acknowledgment of Receipt of Addendum #2

Bid Lines

1 Install Fresh Activated Carbon. Remove carbon from dual bed units (replace screens if required). Inspect screen and grate deck. Dispose of spent carbon

Quantity: 5 UOM: EA Unit Price: \$43,154.00 Total: \$215,770.00

Item Notes: Bidder must provide information on warranty of GAC and screen replacement (if necessary).

2 Repair or replace screening (as approved by City Project Manager)

Quantity: 5 UOM: EA Unit Price: \$685.00 Total: \$3,425.00

Item Notes: **Warranty:** Bidder must provide information on warranty of GAC and screen replacement (if necessary).

3 Cost per roll of screen material (if needed)

Quantity: 1 UOM: EA Unit Price: Total:

Item Notes: **Warranty:** Bidder must provide information on warranty of GAC and screen replacement (if necessary).

Response Total: \$219,195.00

This Bid is submitted in response to **BID B-1707 Granular Activated Carbon Changeout** and constitutes an offer by this company to enter into a contract as described herein.

FOR INFORMATIONAL PURPOSES ONLY

Is this Respondent a Minority, Women or Disabled Veteran Business Enterprise?

 No X Yes If YES specify X MBE X WBE DVBE

Has this Respondent been certified as a Minority, Women or Disabled Veteran Business Enterprise?

 No X Yes If YES specify Certifying Agency Supplier Cleaninghouse

Please attach a copy of your certification.

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1707 Granular Activated Carbon Changeout
EXHIBIT B**

QUALIFICATIONS AND EXPERIENCE OF RESPONDENT

Name: Carbon Activated Corp.

1. Respondent shall provide a brief description of the Responder's qualifications and experience, and number of years in operation.

Carbon Activated Corp. has been in the business manufacturing, supplying and installing
Activated Carbon for 27 years since 1996. In that time Carbon Activated Corp. has supplied
and installed millions of pounds of Activated Carbon to cities, industrial governmental and
commercial water and wastewater treatment plants throughout the country.

Provide 3 examples of contracts similar in size and scope that have been completed in the past 5 years. The City reserves the right to verify references for the companies identified. Ensure references have given permission to be contacted by the City.

Example Contract 1:

Company Name: Pima County - Tres Rios

Company Address: 7101 N. Casa Grande Highway
Tucson, AZ 85743

Point of Contact: Chuck Riopel Phone Number: 520-724-6133

E-Mail Address: Charles.Riopel@pima.gov

Brief Description of Contract Scope: Vapor Phase H2S Removal Extruded Activated Carbon Vacuum
Changeout Services. Including Replacing Screens

Term of Contract (Base plus Option Years): 4

Year of Base Contract Award: 2019 Year Contract Completed: Current

Base Contract Amount: \$ 1,480,000 Total Contract Amount (including all option years) \$ 5,920,000

Did the contract contain a liquidated damages clause? ☐ YES ☒ NO

If yes, were damages assessed? ☐ YES ☒ NO If yes, what was the amount assessed? \$ _____

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1707 Granular Activated Carbon Changeout
EXHIBIT B – QUALIFICATIONS AND EXPERIENCE OF RESPONDENT (Continued)**

Example Contract 2:

Company Name: Pima County - Conveyance Wastewater Reclamation Facility
Company Address: 3335 N. Dodge Blvd, Tucson AZ 85701
Point of Contact: Alan Showalter Phone Number: 520-419-7248
E-Mail Address: Alan.Showalter@pima.gov
Brief Description of Contract Scope: Vapor Phase H2S Removal Activated Carbon Vacuum
Changeout Services. Including Screen Replacement .

Term of Contract (Base plus Option Years): 4
Year of Base Contract Award: 2019 Year Contract Completed: Current
Base Contract Amount: \$ 47,000.00 Total Contract Amount (including all option years) \$ 188,000
Did the contract contain a liquidated damages clause? ☐ YES ☒ NO
If yes, were damages assessed? ☐ YES ☒ NO If yes, what was the amount assessed? \$

Example Contract 3:

Company Name: City of Mesa - Northwest Water Reclamation Facility
Company Address: 960 N. Riverview, Mesa AZ 85201
Point of Contact: Mike Davis Phone Number: 480-644-6012
E-Mail Address: Mike. Davis@mesaaz.gov
Brief Description of Contract Scope: Removal and Replace the Carbon in Two (2) Odor Control
Towers.

Term of Contract (Base plus Option Years): 3
Year of Base Contract Award: 2018 Year Contract Completed: 2021
Base Contract Amount: \$ 251,000 Total Contract Amount (including all option years) \$ 251,000
Did the contract contain a liquidated damages clause? ☐ YES ☒ NO
If yes, were damages assessed? ☐ YES ☒ NO If yes, what was the amount assessed? \$

(ATTACH ADDITIONAL SHEET(S) IF EXTRA SPACE IS NEEDED)

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1707 Granular Activated Carbon Changeout
EXHIBIT C – AFFIDAVIT OF REJECTION OF COVERAGE
FOR WORKERS' COMPENSATION
UNDER NRS 616B.627 AND NRS 617.210**

In the State of Nevada, County of Clark, Janet Ruelas / Carbon being duly sworn,
deposes and says: Activated Corp.

1. I make the following assertions pursuant to NRS 616B.627 and NRS 617.210.
2. I am a sole proprietor who will not use the services of any employees in the performance of this Contract with the City of North Las Vegas.
3. In accordance with the provisions of NRS 616B.659, I have not elected to be included within the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS, relating thereto.
4. I am otherwise in compliance with the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS.
5. In accordance with the provisions of NRS 617.225, I have not elected to be included within the terms, conditions and provisions of chapter 617 of NRS.
6. I am otherwise in compliance with the terms, conditions and provisions of chapter 617 of NRS.
7. I acknowledge that the City of North Las Vegas will not be considered to be my employer or the employer of my employees, if any; and that the City of North Las Vegas is not liable as a principal contractor to me or my employees, if any, for any compensation or other damages as a result of an industrial injury or occupational disease incurred in the performance of this Contract.

I, Janet Ruelas, do here swear under penalty of perjury that the assertions of this affidavit are true.

Signed this 19th day of Dec., 2023.

Signature [Signature]

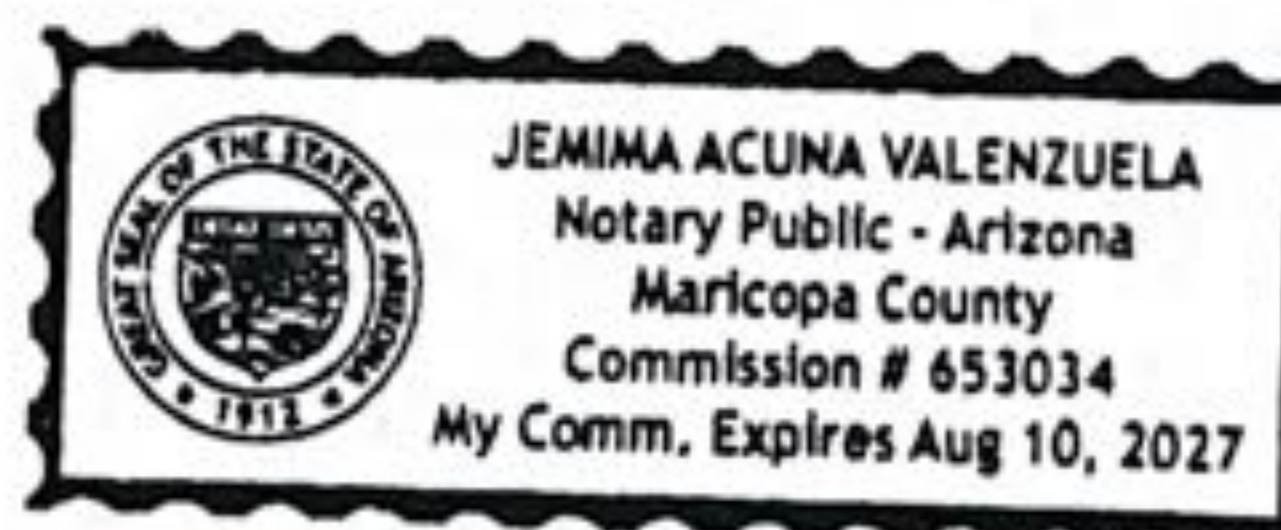
State of Arizona

County of Maricopa

Signed and sworn to (or affirmed) before me on this 19th day of Dec, 2023,
by Janet Ruelas (name of person making statement).

Notary Signature [Signature]

STAMP AND SEAL





CITY OF
NORTH LAS VEGAS

Your Community of Choice

CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1707 Granular Activated Carbon Changeout
EXHIBIT D- Non-Collusion Affidavit

State of Arizona County of Maricopa

Janet Ruelas being first duly sworn deposes that:

- (1) He/She is the Branch Sales/Manager of Carbon Activated Corp, the Respondent that has submitted the attached Bid.
- (2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Respondent, firm, or person to submit a collusive or sham Bid in connection with the contract or agreement for which the attached Bid has been submitted or to refrain from making a Bid in connection with such contract or agreement, or collusion or communication or conference with any other Respondent, or, to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Respondent, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of North Las Vegas or any person interested in the proposed contract or agreement; and
- (5) The Bid of service outlined in the Bid is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the Respondent/team or any of its agents, representatives, owners, employees, or parties including this affiant.

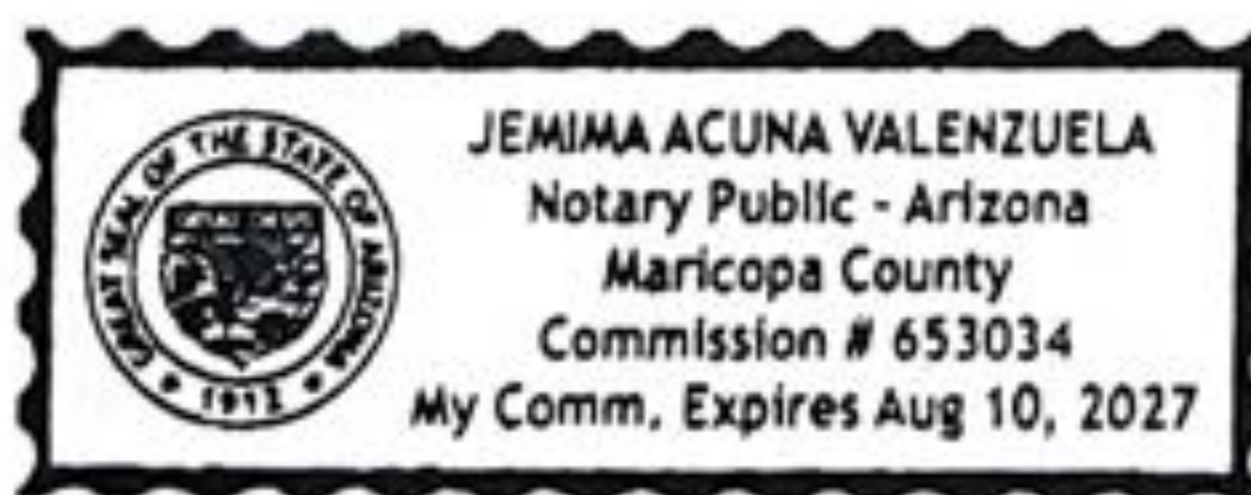
(Signed):

Branch Sales/Manager [Signature]
Title:

Subscribed and sworn to before me this 19th day of Dec 2023

Notary Public [Signature]

My Commission expires: Aug 10, 2027






CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1707 Granular Activated Carbon Changeout
EXHIBIT E- Written Certification

Pursuant to NRS 332.065(3), a governing body or its authorized representative shall not enter into a contract with an estimated value in excess of \$100,000 with a company unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

By signing below, the Respondent agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with the City. If at any time after the signing of this certification, the Respondent decides to engage in a boycott of Israel, the Respondent must notify the City in writing.

<u>Janet Ruelas</u> AUTHORIZED SIGNATURE NAME (TYPE OR PRINT)	<u>Carbon Activated Corp</u> LEGAL NAME OF RESPONDENT
 AUTHORIZED SIGNATURE	<u>December 20th, 2023</u> DATE
<u>Branch Manager</u> TITLE	



COL H₂S-60 (4.00 mm)

HIGH H₂S ADSORPTION ACTIVATED CARBON

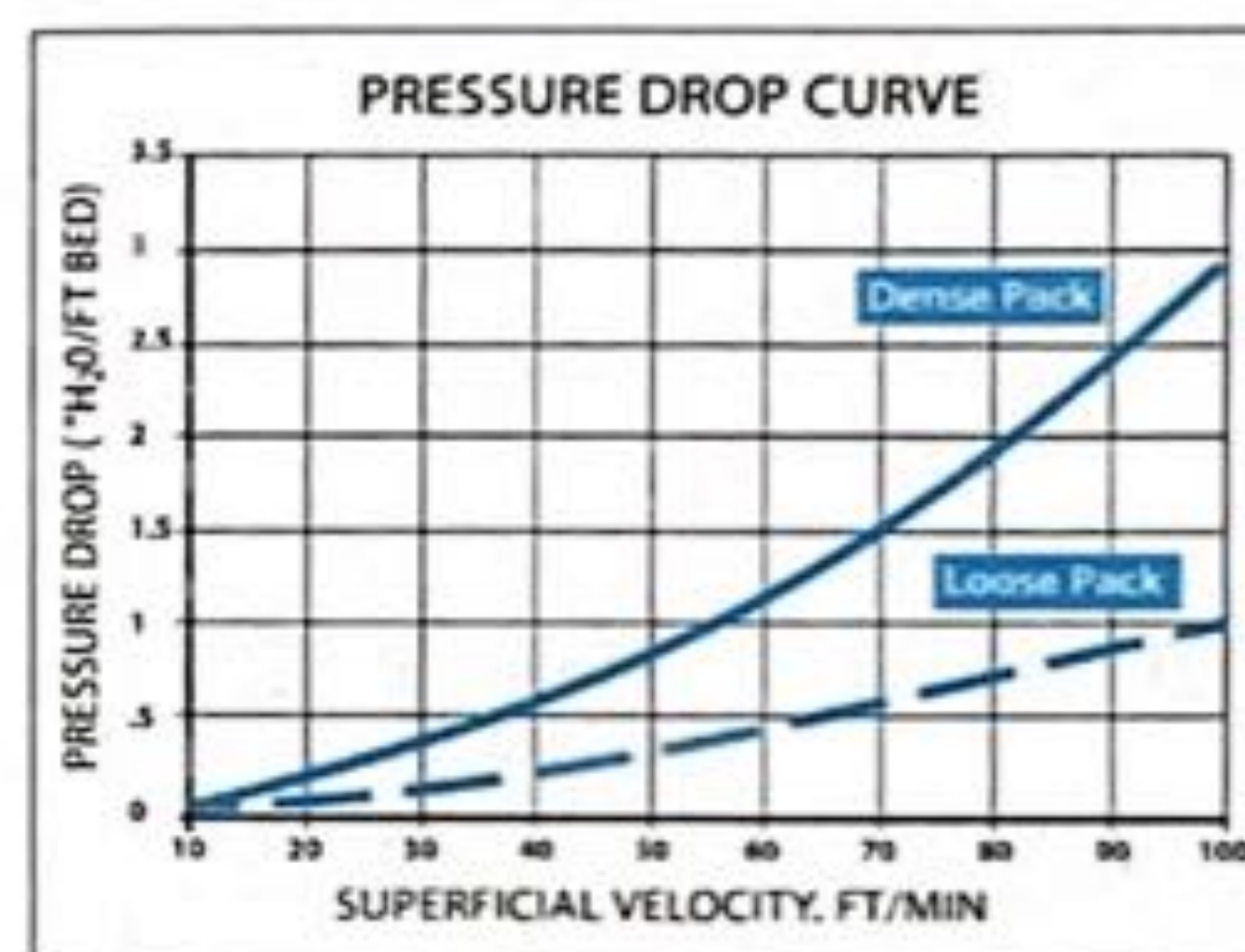
COL H₂S-60 is produced with a proprietary activation process which involves no impregnates for H₂S removal for a variety of air purification and vapor phase applications. This product is a 4mm pelletized carbon specifically designed to remove VOCs, HCl, SO₂, H₂S, and chlorine-related gases in wastewater plants, pulp mills, and chemical plant vapor applications.



SPECIFICATIONS	COL H ₂ S-60	ASTM METHOD
CCl ₄ Activity, Min.	60	D-3467-04
Total Surface Area, m ² /g	900 -1000	(BET)
Iodine Number, min.	900 -1000	D-4607
Butane Activity, min.	31-32	D-5742
Apparent Density, gm/cc	0.48 - 0.50	D-2854
lb/ft ³	30 - 32	
Hardness, Min.	95-97	D-3802
Particle Size	4mm Pelletized (4X6)	
H ₂ S Adsorption Capacity, min.	0.20 gm/cc	D-6646
Moisture, max.	1-3%	D-2867

APPLICATIONS

H₂S removal for a variety of air purification and vapor phase applications such as wastewater, pulp mills, and chemical plants



STANDARD PACKAGING

- 55 lb or 27.5 lb polylined polypropylene bags
- 200 to 220 lb fiber drums
- 1100 lb supersacks

This information is offered solely for your consideration and verification. It has been gathered from reference materials and/or test procedures and is believed to be true and accurate. None of this information shall be constituting a warranty or representation, expressed or implied, for which we assume legal responsibility or that the information or goods described is fit for any particular use either alone or in combination with other goods or processes.





**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1707 Granular Activated Carbon Changeout
EXHIBIT F- Exceptions to North Las Vegas Purchase and Services Agreement**

Please provide an explanation to any and all exceptions on terms of the North Las Vegas Services Agreement.

- ~ Carbon Activated Corp. Agrees to all Service Terms for the City of North Las Vegas Purchase and Service Agreement

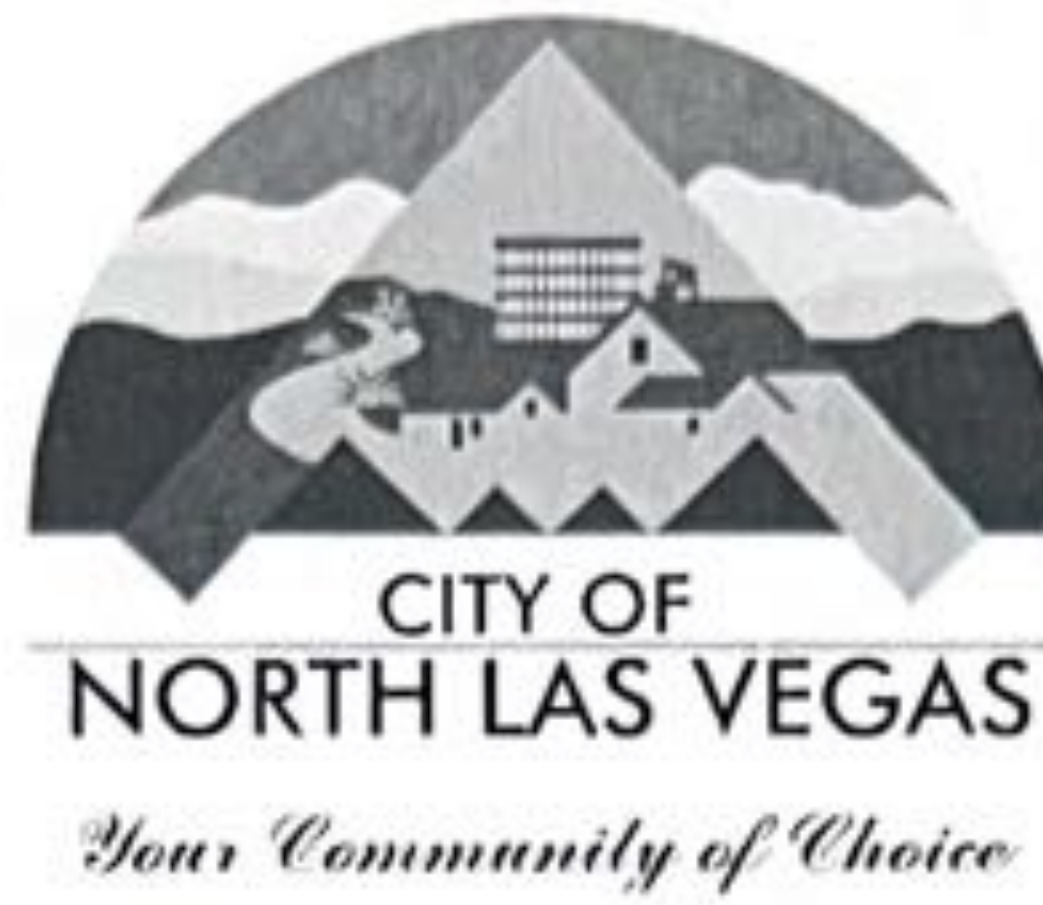
- ~ Carbon Activated Corp. has No Exceptions



**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1707 Granular Activated Carbon Changeout**

EXHIBIT G- Quarterly Adsorber Odor Control Systems Test Report

~ Carbon Activated Corp. Agrees to all Service Terms for the City of North Las Vegas Purchase and Service Agreement



**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1707 Granular Activated Carbon Changeout**

EXHIBIT H- Carbon Loading Diagram

~ Carbon Activated Corp. Agrees to all Service Terms for the City of North Las Vegas Purchase and Service Agreement



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Your Community of Choice

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1707 Granular Activated Carbon Changeout**

EXHIBIT I- GAC Tank Specification

~ Carbon Activated Corp. Agrees to all Service Terms for the City of North Las Vegas Purchase and Service Agreement



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/27/2023

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 Vantreo Insurance Brokerage 100 Stony Point Rd Suite 160 Santa Rosa CA 95401	CONTACT NAME: Jeremy Ervin PHONE (A/C. No. Ext): 707-308-2648 E-MAIL ADDRESS: certs@vantreo.com	FAX (A/C. No): 707-546-2915
License#: 0K07568 CARBACT-01		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : AIG Property Casualty Company		19402
INSURER B : AIG Specialty Insurance Company		26883
INSURER C : National Union Fire Ins Co of Pittsburgh, PA		19445
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 57037421

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
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 25,000 Ded GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	EG23010373	10/31/2023	10/31/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Pollution Legal \$ 1,000,000
C	<input checked="" type="checkbox"/> 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	Y	Y	016026358	10/31/2023	10/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	EGU 23010374	10/31/2023	10/31/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	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/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Pollution Liability	Y	Y	EG23010373	10/31/2023	10/31/2024	Each Loss Claims Made 1,000,000

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

The General Liability policy includes automatic additional insured status, primary and noncontributory and waiver of subrogation if required by written contract/agreement/permit. The Auto Liability policy includes automatic additional insured status, primary wording and waiver of subrogation if required by written contract/agreement/permit.
The City of North Las Vegas, its public officials, officers, employees, agents and volunteers are additional insured with respects to General Liability per attached endorsements.

CERTIFICATE HOLDER**CANCELLATION**

City of North Las Vegas
2250 Las Vegas Blvd. North Suite 710
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

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ENDORSEMENT NO.

This endorsement, effective 12:01 AM: October 31, 2023

Forms a part of policy no.: EG 23010373

Issued to: CARBON ACTIVATED CORPORATION

By: AIG SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is hereby agreed that Endorsement No. 19, ADDITIONAL INSURED - COVERAGES A, B AND E - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON(S) OR ORGANIZATION(S) ENDORSEMENT, Form # 142248 (08/2021), is deleted in its entirety and replaced with the following:

**ADDITIONAL INSURED - COVERAGES A, B AND E - OWNERS, LESSEES OR CONTRACTORS -
SCHEDULED PERSON(S) OR ORGANIZATION(S) ENDORSEMENT**

SCHEDULE

Name of Person(s) or Organization(s):

BLANKET WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT.

It is hereby agreed that:

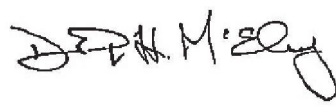
- I. Solely as respects Coverages A, B and E, **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule above, but only with respect to liability arising out of your ongoing operations for that insured.
- II. Solely with respect to the insurance afforded to these additional insured(s), the following exclusion is added:

2. Exclusions

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

- a. 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
- b. 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.

All other terms, conditions and exclusions remain the same.



**Authorized Representative
or countersignature (where required by law)**

ENDORSEMENT NO.21

This endorsement, effective 12:01 AM: October 31, 2023

Forms a part of policy no.: EG 23010373

Issued to: CARBON ACTIVATED CORPORATION

By: AIG SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is hereby agreed that Endorsement No. 8, ADDITIONAL INSURED VENDORS ENDORSEMENT - PRIMARY AND NON-CONTRIBUTORY, Form # 143302 (09/21), is deleted in its entirety and replaced with the following:

ADDITIONAL INSURED VENDORS ENDORSEMENT - PRIMARY AND NON-CONTRIBUTORY

SCHEDULE

Name of Person(s) or Organization(s) (Vendor):

BLANKET WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO CLAIM OR LOSS.

Your Products:

ALL PRODUCTS OF THE NAMED INSURED.

Solely as respects Coverages A, E-1, E-2 and E-3, if applicable, **SECTION II - WHO IS AN INSURED** is amended to include as an insured any person(s) or organization(s) (referred to herein as the "vendor") shown in the Schedule above, but only with respect to **bodily injury, property damage, environmental damage, or emergency response costs** arising out of **your products** shown in the Schedule above which are distributed or sold in the regular course of the vendor's business, subject to all of the terms and conditions of this Policy and the additional following exclusions, terms and conditions:

1. The insurance afforded the vendor does not apply to:

- a. Bodily injury, property damage, environmental damage, or emergency response costs** for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement,
- b. Any express warranty** unauthorized by you,
- c. Any physical or chemical change in your product** made intentionally by the vendor,
- d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then**

ENDORSEMENT NO. 21 (Continued)

repackaged in the original container,

- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of **your product**,
- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of **your product**,
- g. **Your product** which, after distribution or sale by you, has been labeled or relabeled, or used as a container, part or ingredient of any other thing or substance, by or for the vendor, or
- h. **Bodily injury, property damage, environmental damage or emergency response costs** arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Sub-paragraphs d. or f. above, or

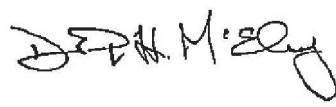
(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of **your product**.

- 2. This insurance does not apply to any products you have acquired from a vendor, or any ingredient, part or container, entering into, accompanying or containing such products.
- 3. Solely with respect to the coverage afforded to the vendor pursuant to this Endorsement, **SECTION IV- CONDITIONS**, paragraph 4. **Other Insurance** is deleted in its entirety and replaced with the following:

4. Other Insurance

This insurance is primary and non-contributory, and our obligations are not affected by any other insurance carried by such vendor whether primary, excess, contingent, or on any other basis.

All other terms, conditions and exclusions remain the same.



Authorized Representative
or countersignature (where required by law)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM: October 31, 2023

Forms a part of policy no.: EG 23010373

Issued to: CARBON ACTIVATED CORPORATION

By: AIG SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is hereby agreed that Endorsement No. 20, ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS ENDORSEMENT, Form # 143299 (09/21), is deleted in its entirety and replaced with the following:

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -
COMPLETED OPERATIONS ENDORSEMENT**

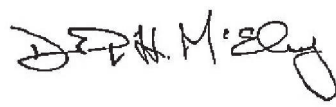
Solely as respects **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY** and **COVERAGE E - ADDITIONAL POLLUTION LEGAL LIABILITY**, it is hereby agreed that **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured(s) the person(s) or organization(s) shown in the Schedule below, but only with respect to liability arising out of **your work** at the location designated and described in the Schedule below performed for that additional insured(s) and included in the **products-completed operations hazard**.

SCHEDULE

Name of Additional Insured person(s) or Organization(s):
BLANKET WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT.

Location and Description of Completed Operations:
ALL LOCATIONS OF THE NAMED INSURED.

All other terms, conditions and exclusions remain the same.



**Authorized Representative
or countersignature (where required by law)**

- b. **Claims** made or **suits** brought; or
 - c. Persons or organizations making **claims** or bringing **suits**.
2. The General Aggregate Limit is the most we will pay for the sum of:
- a. Medical expenses under Coverage C;
 - b. Damages under Coverage A except damages because of **bodily injury** or **property damage** included in the **products-completed operations hazard**;
 - c. Damages under Coverage B;
 - d. **Loss** under Coverage D; and
 - e. **Loss** under Coverage E except damages because of **bodily injury**, **property damage**, **environmental damage** or **emergency response costs** included in the **products-completed operations hazard**.

The General Aggregate Limit shall apply separately to **occurrences** and **loss** on or at a single **location** owned or rented by you and separately as to each other operation or project away from **locations** owned or rented by you.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverages A, E-2 and E-3 for damages because of **bodily injury**, **property damage**, **environmental damage** or **emergency response costs** included in the **products-completed operations hazard**.
4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all **personal and advertising injury** sustained by any one person or organization.
5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
- a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C
- because of all **bodily injury** and **property damage** arising out of any one **occurrence**.
6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of **property damage** to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of **bodily injury** sustained by any one person.
8. Subject to 2. above, the Each Loss Limit Applicable to Coverage D is the most we will pay for **loss** under Coverage D for all **loss** because of **bodily injury**, **property damage**, **clean-up costs** and **emergency response costs** arising out of the same, related, or continuous **pollution conditions**.
9. Subject to 2. or 3. above, whichever applies, the Each Loss Limit Applicable to Coverage E is the most we will pay for **loss** because of all **bodily injury**, **property damage**, **environmental damage** and **emergency response costs** arising out of any one **occurrence**.
10. The Limits of Insurance apply in excess of the Deductible amounts shown in Item 4. of the Declarations. The Deductible amount applies as follows:
- a. Under Coverage D, to all **loss** arising out of a **pollution condition** or the same, related, or continuous **pollution conditions**.

ENDORSEMENT NO.

This endorsement, effective 12:01 AM, October 31, 2023

Forms a part of Policy No: EG 23010373

Issued to: CARBON ACTIVATED CORPORATION

By: AIG SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY ENDORSEMENT

This endorsement modifies insurance provided under the following:

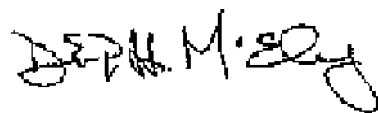
**COMMERCIAL GENERAL LIABILITY AND
POLLUTION LEGAL LIABILITY COVERAGE FORM**

It is hereby agreed as follows:

SECTION IV – CONDITIONS, Paragraph 7. Transfer of Rights of Recovery Against Others to Us – Applicable to Coverages A, B, C and E is amended by the addition of the following at the end of such subparagraph:

We agree to waive this right of recovery against any entity to the extent that you had, prior to a **claim** or **occurrence**, a written agreement to waive such right.

All other terms, conditions, and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

ENDORSEMENT

This endorsement, effective 12:01 A.M. October 31, 2023 forms a part of

policy No. 016026358 issued to Carbon Activated Corporation

by National Union Fire Insurance Company of Pittsburgh

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

Any Person or Organization as required by written contract

I. SECTION II - LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:

- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.

Authorized Representative or
Countersignature (in States Where
Applicable)

ENDORSEMENT

This endorsement, effective 12:01A.M. forms a part of

policy No. 016026358 issued to Carbon Activated Corporation

by National Union Fire Insurance Company of Pittsburgh

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.

**Authorized Representative or
Countersignature (in States Where
Applicable)**

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:

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

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Carbon Activated Corporation

Endorsement Effective Date: 10/31/2023

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or Organization as required by written contract

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

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

ENDORSEMENT NO.

This endorsement, effective 12:01 AM, October 31, 2023

Forms a part of Policy No.: EG 23010373

Issued to: CARBON ACTIVATED CORPORATION

By: AIG SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITED ADVICE OF CANCELLATION TO ENTITIES OTHER THAN
THE NAMED INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY AND
POLLUTION LEGAL LIABILITY COVERAGE FORM**

It is hereby agreed that the following is added to **SECTION IV - CONDITIONS**:

In the event that we cancel this Policy for any reason other than non-payment of premium, and

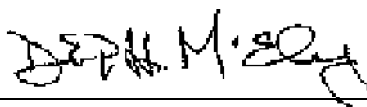
1. the cancellation effective date is prior to this Policy's expiration date;
2. you are under an existing contractual obligation to notify a certificate holder when this Policy is canceled (hereinafter, the "Certificate Holder(s)") and have provided to us, either directly or through your broker of record, the email address of a contact at each such entity; and
3. we received this information after you received notice of cancellation of this Policy and prior to this Policy's cancellation effective date, via an electronic spreadsheet that is acceptable to us,

we will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after you provide such information to us.

Proof of our emailing the Advice, using the information provided by you, will serve as proof that we have fully satisfied our obligations under this Endorsement.

This Endorsement does not affect, in any way, coverage provided under this Policy or the cancellation of this Policy or the effective date thereof, nor shall this Endorsement invest any rights in any entity not insured under this Policy.

All other terms, conditions, and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

ENDORSEMENT NO. 13

This endorsement, effective 12:01 AM, October 31, 2023

Forms a part of Policy No: EG 23010373

Issued to: CARBON ACTIVATED CORPORATION

By: AIG SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -
COMPLETED OPERATIONS ENDORSEMENT

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY AND
POLLUTION LEGAL LIABILITY POLICY**

Solely as respects **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY** and **COVERAGE E - ADDITIONAL POLLUTION LEGAL LIABILITY**, it is hereby agreed that **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured(s) the person(s) or organization(s) shown in the Schedule below, but only with respect to liability arising out of **your work** at the location designated and described in the Schedule below performed for that additional insured(s) and included in the **products-completed operations hazard**.

SCHEDULE

Name of Additional Insured person(s) or Organization(s):

BLANKET WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO CLAIM OR LOSS
CITY OF CORONA
THE ASSOCIATED CONSTRUCTION COMPANY
CITY OF MANASSAS
EASTERN MUNICIPAL UTILITY DISTRICT
CITY OF BAKERSFIELD

Location and Description of Completed Operations:

ALL LOCATIONS OF THE NAMED INSURED
400 S.VICENTIA AVE, STE 320, CORONA, CA 92882
COMPLETED OPS WHERE CHANGE OUT OR EXCHANGE SERVICES OF PRODUCT FOR PURIFICATION SYSTEMS
55 AIRPORT ROAD, SUITE 206, HARTFORD, CT 06114
9027 CENTER STREET, SUITE 302, MANASSAS, VA 20110
2270 TRUMBLE ROAD, PERRIS, CA 92572-8300
1600 TRUXTON AVE, BAKERSFIELD, CA 93301



AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM, October 31, 2023

Forms a part of Policy No: EG 23010373

Issued to: CARBON ACTIVATED CORPORATION

By: AIG SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -
SCHEDULED PERSON(S) OR ORGANIZATION(S) ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY AND
POLLUTION LEGAL LIABILITY POLICY**

SCHEDULE

Name of Person(s) or Organization(s):

BLANKET WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT.

CITY OF CORONA

400 S. VICENTIA AVE, STE 320, CORONA, CA 92882

THE ASSOCIATED CONSTRUCTION COMPANY

56 AIRPORT ROAD, SUITE 206, HARTFORD, CO 06114

CITY OF MANASSAS

9027 CENTER STREET, SUITE 302, MANASSAS, VA 20110

EASTERN MUNICIPAL UTILITY DISTRICT

2270 TRUMBLE ROAD/PO BOX 8300, PERRIS, CA 92572-8300

CITY OF BAKERSFIELD, ITS MAYOR, COUNCIL, OFFICERS, AGENTS, EMPLOYEES & VOLUNTEERS

1600 TRUXTON AVE, BAKERSFIELD, CA 93301

It is hereby agreed that

- I. Solely as respects COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY and COVERAGE E - ADDITIONAL POLLUTION LEGAL LIABILITY, SECTION II - WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule above, but only with respect to liability arising out of your ongoing operations for that insured.
- II. Solely with respect to the insurance afforded to these additional insured(s), the following exclusion is added:

2. Exclusions

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

- a. 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
- b. 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

All other terms, conditions and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)



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 Manale Insurance Services 817 W. Beverly Blvd. Suite 107 Montebello CA 90640	CONTACT NAME: Andy Manale PHONE (A/C, No, Ext): (323) 581-4846 FAX (A/C, No): (323) 581-4844 E-MAIL ADDRESS: certificates@manaleins.com
INSURED Carbon Activated Corp. 2250 S. Central Ave. Compton CA 90220	INSURER(S) AFFORDING COVERAGE INSURER A: Insurance Company of the West INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:****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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ 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 <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	WSA 5061179 02	07/01/2023	07/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Waiver of Subrogation in favor of certificate holder

CERTIFICATE HOLDER**CANCELLATION**

City of North Las Vegas 2250 Las Vegas Blvd Suite 710 North Las Vegas NV 89034	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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