

**FIRST AMENDMENT TO AGREEMENT TO USE THE LOCAL GOVERNMENT
CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR TO PROVIDE
MOVING AND STORAGE SERVICES TO THE CITY OF NORTH LAS VEGAS**

This First Amendment to the Agreement to Use the Local Government Contract for Services of Independent Contractor to Provide Moving and Storage Services to the City of North Las Vegas (“First Amendment”) is made and entered into as of _____ (“Effective Date”) by and between the City of North Las Vegas, a Nevada municipal corporation (“City”), and Ace World-Wide Moving & Storage Inc., a Nevada corporation (“Provider”).

RECITALS

WHEREAS, on June 14, 2021, the City and Provider entered into the Agreement to Use Local Government Contract to Provide Moving and Storage Services to the City of North Las Vegas (“Original Agreement”) (a copy of the Original Agreement is attached hereto as “Exhibit A”); collectively, this First Amendment and the Original Agreement may be referred to as the “Agreement”);

WHEREAS, the City and Provider wish to amend the total not-to-exceed amount of this Agreement from Fifty Thousand Dollars and 00/100 (\$50,000.00) to Seventy Thousand Dollars and 00/100 (\$70,000.00).

NOW THEREFORE, in consideration of the above recitals and mutual promises contained herein, the parties hereto agree to amend the Original Agreement as follows:

AGREEMENT

1. Section 2.1 of the Original Agreement is amended as follows:

The term of this Agreement shall commence on the Effective Date and will continue in effect for three (3) years (“Term”), unless earlier terminated in accordance with the terms herein. If the City determines, in its sole discretion, that Provider has satisfactorily performed its obligations under this Agreement, the City Manager may extend the Term for up to two (2) additional one-year periods upon written notice to the Provider. The City shall purchase the services according to the prices and fees described in Exhibit B, in amounts not to exceed the annual amounts described in Schedule A below. The total not-to-exceed amount of this Agreement is Seventy Thousand Dollars and 00/100 (\$70,000.00) if renewed for all renewal options. The prices in Exhibit B shall remain in effect for the duration of this Agreement. No additional compensation shall be paid, and no increase in the time of performance shall be awarded to the Provider for changes referenced in this Agreement without the prior written authorization of the City to proceed with such changes.

Schedule A:	
Year:	Amount:
06/14/2021 – 06/30/2021	\$ 2,500.00
07/01/2021 – 06/30/2022	\$ 7,500.00
07/01/2022 – 06/30/2023	\$ 15,000.00
07/01/2023 – 06/13/2024	\$ 15,000.00
06/14/2024 – 06/13/2025 (Renewal Option)	\$ 15,000.00
06/14/2025 – 06/13/2026 (Renewal Option)	\$ 15,000.00
TOTAL:	\$ 70,000.00

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

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their duly authorized representatives the day and year first above written.

City of North Las Vegas,
a Nevada municipal corporation

Ace World-Wide Moving & Storage Inc.,
a Nevada corporation

By: _____
John J. Lee, Mayor

By: Nick Pizzarello
Name: Nick Pizzarello
Title: Sales Manager

Attest:

By: _____
Jackie Rodgers, City Clerk

Approved as to Form:

By: _____
Micaela Rustia Moore, City Attorney

EXHIBIT A

Original Agreement

Please see the attached page(s).

**AGREEMENT TO USE LOCAL GOVERNMENT CONTRACT FOR
SERVICES OF INDEPENDENT CONTRACTOR TO PROVIDE
MOVING AND STORAGE SERVICES TO THE CITY OF NORTH LAS VEGAS**

This Agreement to use the Local Government Contract for Services of Independent Contractor to provide moving and storage services to the City of North Las Vegas (“Agreement”) is made and entered into as of 06/14/2021 17:50:52 PDT (“Effective date”) by the City of North Las Vegas, a Nevada municipal corporation (“City”) and Ace World Wide Moving & Storage Co., Inc., d/b/a Ace World Wide Movers, a Nevada corporation, (“Provider”).

RECITALS

WHEREAS, the City desires to obtain moving and storage services from Provider under the terms and conditions set forth in that certain Contract for Services of Independent Contractor entered into between State of Nevada, acting by and through its Department of Employment, Training and Rehabilitation – Rehabilitation Division and Bureau of Services of Blind and Visually Impaired Business Enterprise of Nevada and Provider, effective July 1, 2020, with its attendant contract documents, attachments, and exhibits (collectively, the “Original Contract”). The Original Contract is attached hereto as **Exhibit A**;

WHEREAS, NRS 332.195(1)(b) permits the City to enter into a contract pursuant to a solicitation by the State of Nevada with the authorization of the contracting Provider;

WHEREAS, Provider can provide the services that the City seeks at the rates set forth in the Original Contract;

WHEREAS, the City desires to obtain the services detailed in the Pricing List attached as **Exhibit B**; and

WHEREAS, the City and the Provider intend to enter into this Agreement using the terms, conditions, and specifications of the Original Contract, unless otherwise amended as provided herein.

NOW THEREFORE, for the mutual promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency the parties acknowledge, the parties agree as follows:

**SECTION ONE
AFFIRMATION OF ORIGINAL CONTRACT**

1.1. The City and the Provider agree to use the Original Contract so that the City may obtain the services under the same terms and provisions as the Original Contract, provided that to the extent the terms of the Original Contract conflict with the terms of this Agreement, the terms of this Agreement shall govern and the conflicting terms of the Original Contract shall be considered null and void and not applicable to this Agreement.

1.2. As required under NRS 332.195, the Provider hereby authorizes and consents to the City using the terms, conditions, and covenants of the Original Contract as the basis for this Agreement.

1.3. Wherever the terms “State of Nevada,” “State,” “Department of Employment, Training and Rehabilitation – Rehabilitation Division,” “Bureau of Services of Blind and Visually Impaired Business Enterprise of Nevada” or “BOE” appear in the Original Contract, the parties deem such terms to mean the “City” or “City of North Las Vegas.”

SECTION TWO ADDITIONAL PROVISIONS TO ORIGINAL CONTRACT

The Parties agree to be bound by the following provisions:

2.1. The term of this Agreement shall commence on the Effective Date and will continue in effect for three (3) years (“Term”), unless earlier terminated in accordance with the terms herein. If the City determines, in its sole discretion, that Provider has satisfactorily performed its obligations under this Agreement, the City Manager may extend the Term for up to two (2) additional one-year periods upon written notice to the Provider. The City shall purchase the services according to the prices and fees described in Exhibit B in an amount not to exceed Ten Thousand Dollars and 00/100 (\$10,000.00) per year. The total not-to-exceed amount of this Agreement is Fifty Thousand Dollars and 00/100 (\$50,000.00) if renewed for all renewal options. The prices in Exhibit B shall remain in effect for the duration of this Agreement. No additional compensation shall be paid, and no increase in the time of performance shall be awarded to the Provider for changes referenced in this Agreement without the prior written authorization of the City to proceed with such changes.

Year:	Amount:
04/01/2021 (Approximate Effective Date) – 06/30/2021	\$ 2,500.00
07/01/2021 – 06/30/2022	\$ 10,000.00
07/01/2022 – 06/30/2023	\$ 10,000.00
07/01/2023 – 03/31/2024 (Approximate Termination Date)	\$ 7,500.00
04/01/2024 – 06/30/2024 (Renewal Option)	\$ 2,500.00
07/01/2024 – 06/30/2025 (Renewal Option)	\$ 10,000.00
07/01/2025 – 03/31/2026 (Renewal Option)	\$ 7,500.00
TOTAL:	\$ 50,000.00

2.2. Payment to the Provider shall be made within thirty (30) calendar days after the City receives each invoice provided by the Provider to the City, provided that such invoice is complete, correct, and undisputed by the City, and that it contains the following information: a detailed description of the services and/or goods provided and any additional information requested 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 Finance Department
Attention: Accounts Payable
2250 Las Vegas Blvd. North, Suite 700
North Las Vegas, NV 89030

2.3. Notices. All notices, demands, requests, consents, approvals, and other instruments required or permitted to be given pursuant to this Agreement shall be in writing and signed by the notifying party, or officer, agent or attorney of the notifying party, and shall be deemed to have been effective upon delivery in writing if served personally, including but not limited to delivery by 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: Brittany Contardi
2250 Las Vegas Blvd., North, Suite 710
North Las Vegas, NV 89030
Phone: 702-633-1463

To Provider: Ace World Wide Moving & Storage Co., Inc.
d/b/a Ace World Wide Movers
Attention: Nick Pizzarielo
1841 E. Craig Rd.
North Las Vegas, NV 89030
Phone: 702-415-8289

2.4. 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.

2.5. The Provider agrees that it has procured and maintained the general liability insurance and all other insurance required pursuant to the Original Contract, including general liability insurance with no less than \$1,500,000 policy limits per occurrence.

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

2.7. Safety

2.7.1. Obligation to Comply with Applicable Safety Rules and Standards. Contractor 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. Contractor further recognizes that, while Contractor is performing any work on behalf the City, under the terms of this Agreement, Contractor 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.

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

2.8. Miscellaneous.

2.8.1. Nevada and City Law. The laws of the State of Nevada and the North Las Vegas Municipal Code govern the validity, construction, performance and effect of this Agreement, without regard to conflicts of law.

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

2.8.3. Non-Waiver. The failure to enforce or the delay in enforcement of any provision of this Agreement by a party hereto 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.

2.8.4. Attorneys' Fees. In the event either party commences any against the other in connection with this Agreement (including any action to lift a stay or other bankruptcy proceeding), the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court. This Section survives the termination of this Agreement until the applicable statutes of limitation expire.

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

2.8.6. 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.

2.8.7. 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 appropriate funds expire.

2.8.8. 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 shall survive the expiration or early termination of the Agreement.

2.8.9. 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.

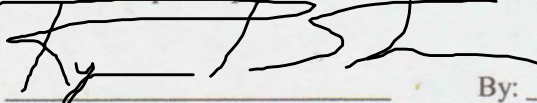
2.8.10. Federal Funding. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, in receipt of a notice of proposed debarment or voluntarily excluded from participation in this transaction by any federal department or agency. 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.

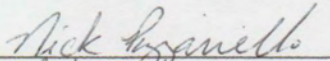
[The remainder of page is intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

City of North Las Vegas,
a Nevada municipal corporation

Ace World Wide Moving & Storage Co., Inc.,
a Nevada corporation

By: 
Ryann Juden, City Manager

By: 
Title: Sales Manager
Name: Nick Pizzarello

Attest:

By: 
Marie E. Purcell, CMC, Acting City

Approved as to Form:


By: 
Micaela Rustia Moore, City Attorney

EXHIBIT A

Contract for Services of Independent Contractor

CETS# 23026

Reference# 3391-22-BEN

Please see attached page(s).

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract Between the State of Nevada
Acting by and Through its

Agency Name:	Department of Employment, Training and Rehabilitation Rehabilitation Division Bureau of Services to Blind and Visually Impaired Business Enterprise of Nevada
Address:	500 E. Third Street
City, State, Zip Code:	Carson City, NV 89713-0001
Contact:	Brian Deem
Phone:	(775) 684-3823
Email:	fmcu@detr.nv.gov

Contractor Name:	Ace World Wide Moving & Storage	
	Physical	Billing
Address:	3010 E. Alexander Rd., Suite 1004	P.O. Box 371220
City, State, Zip Code:	N. Las Vegas, NV 89030	Milwaukee, WI 53237-2320
Contact:	Nick Pizzariello	
Phone:	(702) 415-8289	
Email:	nick@aceworldwide.com	

WHEREAS, NRS 333.700 authorizes officers, departments, institutions, boards, commissions, and other agencies in the Executive Department of the State Government which derive their support from public money in whole or in part to engage, subject to the approval of the Board of Examiners (BOE), services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interests of the State of Nevada.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.
2. **DEFINITIONS.**
 - A. "State" – means the State of Nevada and any State agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
 - B. "Contracting Agency" – means the State agency identified above.
 - C. "Contractor" – means the person or entity identified above that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract.
 - D. "Fiscal Year" – means the period beginning July 1st and ending June 30th of the following year.
 - E. "Contract" – Unless the context otherwise requires, "Contract" means this document entitled Contract for Services of Independent Contractor and all Attachments or Incorporated Documents.

F. "Contract for Independent Contractor" – means this document entitled Contract for Services of Independent Contractor exclusive of any Attachments or Incorporated Documents.

3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 10, Contract Termination*. Contract is subject to Board of Examiners' approval.

Effective:	July 1, 2020	To:	June 30, 2022
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4. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (i) by delivery in person; (ii) by a nationally recognized next day courier service, return receipt requested; or (iii) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or electronic mail to the address(es) such party has specified in writing.

5. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following attachments, specifically describes the scope of work. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA:	STATE SOLICITATION
ATTACHMENT BB:	INSURANCE SCHEDULE
ATTACHMENT CC:	CONTRACTOR'S RESPONSE
ATTACHMENT DD:	PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARD
ATTACHMENT EE:	HOOVER DAM PROVISIONS

Any provision, term or condition of an Attachment that contradicts the terms of this Contract for Independent Contractor, or that would change the obligations of the State under this Contract for Independent Contractor, shall be void and unenforceable.

6. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in *Section 5, Incorporated Documents* at a cost as noted below:

\$36.00 each(driver/assistant)-Standard Time Standard Time: 8:00am-5:00pm M-F	per	hour
\$54.00 each (driver/assistant)-Overtime Overtime: anytime not Standard Time	per	hour
\$31 (Truck)	per	hour
No trip charge		

Total Contract or installments payable at:	Invoices payable only upon approval by authorized BEN personnel
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Total Contract Not to Exceed:	\$30,000.00
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The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

7. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.
8. **BILLING SUBMISSION: TIMELINESS.** The parties agree that timeliness of billing is of the essence to the Contract and recognize that the State is on a Fiscal Year. All billings for dates of service prior to July 1 must be submitted to the state no later than the first Friday in August of the same calendar year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject Contractor to an administrative fee not to exceed one hundred dollars (\$100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the state of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to Contractor.
9. **INSPECTION & AUDIT.**
- A. Books and Records. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.
- B. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the State Auditor, the relevant State agency or its contracted examiners, the department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the state Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this Section.
- C. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the state, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.
10. **CONTRACT TERMINATION.**
- A. Termination Without Cause. Regardless of any terms to the contrary, this Contract may be terminated upon written notice by mutual consent of both parties. The State unilaterally may terminate this contract without cause by giving not less than thirty (30) days' notice in the manner specified in *Section 4, Notice*. If this Contract is unilaterally terminated by the State, Contractor shall use its best efforts to minimize cost to the State and Contractor will not be paid for any cost that Contractor could have avoided.
- B. State Termination for Non-Appropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- C. Termination with Cause for Breach. A breach may be declared with or without termination. A notice of breach and termination shall specify the date of termination of the Contract, which shall not be sooner than the expiration of the

Time to Correct, if applicable, allowed under subsection 10D. This Contract may be terminated by either party upon written notice of breach to the other party on the following grounds:

- 1) If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
- 2) If any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
- 3) If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or
- 4) If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
- 5) If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
- 6) If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.

D. Time to Correct. Unless the breach is not curable, or unless circumstances do not permit an opportunity to cure, termination upon declared breach may be exercised only after service of formal written notice as specified in *Section 4, Notice*, and the subsequent failure of the breaching party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared breach has been corrected. Upon a notice of breach, the time to correct and the time for termination of the contract upon breach under subsection 10C, above, shall run concurrently, unless the notice expressly states otherwise.

E. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this Section survive termination:

- 1) The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
- 2) Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;
- 3) Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;
- 4) Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with *Section 21, State Ownership of Proprietary Information*.

11. **REMEDIES.** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. For purposes of an award of attorneys' fees to either party, the parties stipulate and agree that a reasonable hourly rate of attorneys' fees shall be one

hundred and fifty dollars (\$150.00) per hour. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190. In the event that Contractor voluntarily or involuntarily becomes subject to the jurisdiction of the Bankruptcy Court, the State may set off consideration against any unpaid obligation of Contractor to the State or its agencies, to the extent allowed by bankruptcy law, without regard to whether the procedures of NRS 353C.190 have been utilized.

12. **LIMITED LIABILITY.** The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the Fiscal Year budget in existence at the time of the breach. Contractor's tort liability shall not be limited.
13. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
14. **INDEMNIFICATION AND DEFENSE.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any breach of the obligations of Contractor under this contract, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor's obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. Contractor waives any rights of subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract.
15. **REPRESENTATIONS REGARDING INDEPENDENT CONTRACTOR STATUS.** Contractor represents that it is an independent contractor, as defined in NRS 333.700(2) and 616A.255, warrants that it will perform all work under this contract as an independent contractor, and warrants that the State of Nevada will not incur any employment liability by reason of this Contract or the work to be performed under this Contract. To the extent the State incurs any employment liability for the work under this Contract; Contractor will reimburse the State for that liability.
16. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the State, Contractor must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract along with the additional limits and provisions as described in *Attachment BB*, incorporated hereto by attachment. The State shall have no liability except as specifically provided in the Contract.

Contractor shall not commence work before Contractor has provided the required evidence of insurance to the Contracting Agency. The State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract. Any failure of the State to timely approve shall not constitute a waiver of the condition.

- A. **Insurance Coverage.** Contractor shall, at Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum limits as specified in *Attachment BB*, incorporated hereto by attachment. Unless specifically stated herein or otherwise agreed to by the State, the required insurance shall be in effect prior to the commencement of work by Contractor and shall continue in force as appropriate until:
 - 1) Final acceptance by the State of the completion of this Contract; or
 - 2) Such time as the insurance is no longer required by the State under the terms of this Contract; whichever occurs later.

Any insurance or self-insurance available to the State shall be in excess of and non-contributing with, any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the State, Contractor shall provide the State with renewal or replacement

evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

B. General Requirements.

- 1) **Additional Insured:** By endorsement to the general liability insurance policy, the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.
- 2) **Waiver of Subrogation:** Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 for losses arising from work/materials/equipment performed or provided by or on behalf of Contractor.
- 3) **Cross Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- 4) **Deductibles and Self-Insured Retentions:** Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars (\$50,000.00) per occurrence, unless otherwise approved by the Risk Management Division.
- 5) **Policy Cancellation:** Except for ten (10) days notice for non-payment of premiums, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this Section shall be sent by certified mail to the address shown on page one (1) of this contract.
- 6) **Approved Insurer:** Each insurance policy shall be:
 - a) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
 - b) Currently rated by A.M. Best as "A-VII" or better.

C. Evidence of Insurance.

Prior to the start of any work, Contractor must provide the following documents to the contracting State agency:

- 1) **Certificate of Insurance:** The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor. The certificate must name the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 as the certificate holder. The certificate should be signed by a person authorized by the insurer to bind coverage on its behalf. The State project/Contract number; description and Contract effective dates shall be noted on the certificate, and upon renewal of the policies listed, Contractor shall furnish the State with replacement certificates as described within *Section 16A, Insurance Coverage*.

Mail all required insurance documents to the State Contracting Agency identified on Page one of the Contract.

- 2) **Additional Insured Endorsement:** An Additional Insured Endorsement (CG 20 10 11 85 or CG 20 26 11 85), signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured per *Section 16B, General Requirements*.
 - 3) **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the underlying Schedule from the Umbrella or Excess insurance policy may be required.
 - 4) **Review and Approval:** Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its subcontractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the State under this Contract or otherwise. The State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.
17. **COMPLIANCE WITH LEGAL OBLIGATIONS.** Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor shall provide proof of its compliance upon request of the Contracting Agency. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.
 18. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
 19. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
 20. **ASSIGNMENT/DELEGATION.** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the State.
 21. **STATE OWNERSHIP OF PROPRIETARY INFORMATION.** Any data or information provided by the State to Contractor and any documents or materials provided by the State to Contractor in the course of this Contract ("State Materials") shall be and remain the exclusive property of the State and all such State Materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract.
 22. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

23. **CONFIDENTIALITY.** Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.
24. **FEDERAL FUNDING.** In the event federal funds are used for payment of all or part of this Contract, Contractor agrees to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
- A. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation subpart 9.4, 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.
 - B. Contractor and its subcontracts shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
 - C. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
25. **LOBBYING.** The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
- A. Any federal, state, county or local agency, legislature, commission, council or board;
 - B. Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
 - C. Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.
26. **GENERAL WARRANTY.** Contractor warrants that all services, deliverables, and/or work products under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
27. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the State Board of Examiners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.
28. **DISCLOSURES REGARDING CURRENT OR FORMER STATE EMPLOYEES.** For the purpose of State compliance with NRS 333.705, Contractor represents and warrants that if Contractor, or any employee of Contractor who will be performing services under this Contract, is a current employee of the State or was employed by the State within the preceding 24 months, Contractor has disclosed the identity of such persons, and the services that each such person will perform, to the Contracting Agency.
29. **ASSIGNMENT OF ANTITRUST CLAIMS.** Contractor irrevocably assigns to the State any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of State of Nevada or federal antitrust laws in connection with any goods or services provided under this Contract.

30. **GOVERNING LAW: JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract.
31. **ENTIRE CONTRACT AND MODIFICATION.** This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners. This Contract, and any amendments, may be executed in counterparts.

THE BALANCE OF THIS PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

Ace World Wide Moving & Storage

Nick Pizzariello 4/15/20
Name Date
Nick Pizzariello

Sales Manager
Title

Department of Employment, Training and Rehabilitation

Shelley Hendren 4-20-20
Shelley Hendren Date

Administrator, Rehabilitation Division
Title

Dr. Tiffany G. Tyler-Garner
Dr. Tiffany G. Tyler-Garner Date

Director, Department of
Employment, Training and Rehabilitation
Title

for Susan Brown
Signature Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On: May 26, 2020
Date

Approved as to form by:

Deputy Attorney General
Deputy Attorney General for Attorney General

On: 13 May 20
Date

Southern Nevada Equipment Moving Solicitation

The State of Nevada, Department of Employment, Training and Rehabilitation, Rehabilitation Division's Business Enterprise of Nevada (BEN) is seeking a qualified vendor for a contract to provide commercial moving services across southern Nevada. The BEN program requires frequent moving of equipment between the various southern Nevada BEN sites and/or to and from storage. BEN is not equipped to handle the moving of large items, thus requiring the assistance of a professional moving company. BEN usually moves equipment at least once a month. This service will be on an on-call/as-needed basis. There is no guarantee of any minimum volume of service. The Rehabilitation Division of DETR will manage the contract for the BEN program and the contract will be for two (2) years with an option for an additional two years.

- Telephone Solicitation undertaken 2/11/20 and 2/12/20
- 7 Vendors called
- Vendors asked to provide hourly cost for 2 persons and a truck
- 3 Vendors responded to calls
 - 1 Vendor declined to submit a bid after hearing details
 - 2 Vendors submitted cost proposals

INSURANCE SCHEDULE

INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
 - Products – Completed Operations Aggregate \$1,000,000
 - Personal and Advertising Injury \$1,000,000
 - Each Occurrence \$1,000,000
- a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the State of Nevada.
- b. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the State of Nevada is named as an additional insured, the State of Nevada shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

C. **NOTICE OF CANCELLATION:** Contractor shall for each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided or canceled except after providing thirty (30) days prior written notice been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to **DETR - FMCU, 500 E. Third Street, Carson City, NV 89713-0001**. Should contractor fail to provide State timely notice, contractor will be considered in breach and subject to cure provisions set forth within this contract.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the State before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **DETR - FMCU, 500 E. Third Street, Carson City, NV 89713-0001**. The State project/contract number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATES RISK MANAGEMENT DIVISION.**

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Attorney General's Office or the Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.



February 24, 2020

Department of Employment, Training and Rehabilitation
Business Enterprise of Nevada
500 E. Third Street
Carson City, NV 89713-0001

Attn: Walter Cuneo

Re: 2020 Moving Rates

Hourly rate for driver/mover:	\$36
Overtime rate for driver/mover:	\$54
Hourly rate for truck (regardless of time):	\$31
Typical business-hours move, 4 hour minimum for 2 men and a truck:	\$412

The agreement as described includes the following provisions:

1. Released valuation coverage is at \$.60 per pound per article on office furnishings and contents. Full replacement protection is available at a charge of \$.75 per \$100.00 valuation and is **not** included in the estimated charges. If you incur property damage or cargo damage caused by an Ace World Wide employee during your local move, it must be noted on the bill of lading prior to the crew leaving the destination address. Concealed damage and/or items packed by carrier must be reported within 90 days. Local moving does not include an itemized inventory of items moved or their condition. It is the responsibility of the customer to verify that all items requested to be moved are loaded at origin and unload at destination. We suggest that a walk through is performed before the crew leaves origin and again before the crew leaves the destination of the shipment. We will be happy to meet with you and your staff to coordinate each relocation or to answer any questions you may have. If this meets with your approval, please sign and return a copy of this proposal to Ace World Wide.

Accepted By: _____ Date: _____

If you have any additional questions, please feel free to call me at (702) 415-8289.

Cordially,

Nick Pizzariello
Sales Manager

Ace World Wide
1841 E. Craig Rd.
N. Las Vegas, NV 89030

C: 702-415-8289
E: nick@aceworldwide.com

**Provisions for Non-Federal Entity Contracts Under Federal Awards
(In accordance with 2 C.F.R. Part 200, Appendix II)**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(E) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(F) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Source: <https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-part200/content-detail.html>

Revised Date: 05/03/19

Last Checked Date: 05/06/19

(G) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award

(J) See § 200.322 Procurement of recovered materials

BUREAU OF RECLAMATION -RULES AND REGULATIONS-

Any and all ITEMS, and their completion, are the sole responsibility of YOU, the contractor/service provider. Please read and understand all 12 items herein, in their entirety. All items addressed herein have equal importance to the Bureau of Reclamation (RECLAMATION) and the State of Nevada.

RECLAMATION will give a final and written approval to commence work only AFTER all ITEMS have been completed to RECLAMATION's satisfaction.

Prior to the commencement of work, all communication regarding RECLAMATION Rules and Regulations shall be between the Business Enterprises of Nevada Chief, or designee, as indicated on page 4, and the contractor/service provider. Any and all documentation requested for the compliance of RECLAMATION Rules and Regulations shall be provided directly to the Business Enterprises of Nevada Chief, or designee. The Business Enterprises of Nevada Program is responsible for communicating project information with RECLAMATION and therefore, direct communication between the contractor/service provider and the Bureau of Reclamation is only granted by the Business Enterprises of Nevada Chief, or designee, PRIOR to contacting RECLAMATION.

After the commencement of work, the contractor/service provider shall communicate project information with both the Business Enterprises of Nevada Chief, or designee, AND any and all personnel required with RECLAMATION. RECLAMATION retains the right to have direct communication with the contractor/service provider after the commencement of work to ensure compliance of the Rules and Regulations outlined herein and the safety of all staff and visitors to the Dam.

ITEM 1 - HOOVER DAM CONTACT INFORMATION

Julie Merchen or Christina Hayden, Special Projects Directors	(702) 494-2226
Safety	(702) 494-2202
Kevin McDowell, Safety	(702) 494-2359
RECLAMATION EMT 24/7 EMERGENCY	(702) 494-2231

RECLAMATION and the State of Nevada want everyone to remember to work safely. The area is in a somewhat remote location and medical help takes longer to arrive.

ITEM 2 - HOOVER DAM PARKING GARAGE PARKING - WHEN OPEN

When the Hoover Dam Parking Garage is open, please park your vehicle(s) next to the A/C Room on Level 2 of the Hoover Dam Parking Garage in any of the 3 available spaces. If there are not enough available spaces adjacent to the A/C Room, then park in any available space on any Level of the Hoover Dam Parking Garage. You **MUST** pay the RECLAMATION Parking Garage fee of \$10.00 per vehicle per day and add the fee(s) to your invoice and attach the original Hoover Dam Parking Garage receipt(s) to your invoice...if your original Hoover Dam Parking Garage receipt is not attached to your invoice, you will NOT be reimbursed.

ALL VISITORS, CONTRACTORS, VENDORS, ETC. ARE CAUTIONED THAT FAILURE/REFUSAL TO PAY THE \$10.00 PARKING FEE, AND/OR PARKING IN A RESTRICTED AREA, MAY RESULT IN THE ISSUANCE OF A PARKING CITATION BY THE RECLAMATION FEDERAL POLICE AND/OR VEHICLE TOWING, OR VEHICLE IMPOUNDMENT OR POSSIBLE ARREST AND/OR ANY COMBINATION OF THE ABOVE.

ITEM 3 - HOOVER DAM PARKING GARAGE PARKING - WHEN CLOSED

When the Hoover Dam Parking Garage is closed, permission to park in it must be approved in advance and in writing by Special Projects Directors Julie Merchen or Christina Hayden (702-494-2226), or designated representative. RECLAMATION will identify where your vehicle(s) can park, which will either be on Level 1 (bus level) or Level 2 (if available). Please park your vehicle(s) in any available space(s), as directed. Permission to park fee free from the closing of the Hoover Dam Parking Garage until the opening of the Hoover Dam Parking Garage is granted by Julie Merchen or Christina Hayden on a case-by-case basis, and only when approved in advance and in writing. Make sure you keep your written approval on hand and available for inspection by RECLAMATION Personnel or the Federal Police, if requested.

ITEM 4 - HOOVER DAM SAFETY POLICY

Prior to commencing work, submit the following items to Kevin McDowell, RECLAMATION Safety Officer. He can be reached at (702) 494-2359 or kmcdowell@usbr.gov.

- #1- A written Job Hazard Analysis (JHA) and
- #2- A written Work Safety Plan (WSP)

The submitted safety plan is to include the who-what-where-why-when-how of your work plan with regard to securing the work area during work time.

After his review, Kevin McDowell will provide you with his written approval of your submitted plan. Without a safety plan approved by the RECLAMATION Safety Officer, you cannot begin work. His word on this is final.

ITEM 5 - HOOVER DAM UNATTENDED ITEMS POLICY

Permission must be obtained from Julie Merchen or Christina Hayden, RECLAMATION Special Projects Directors, prior to leaving any unattended items in any area at any time during your project. Contact Ms. Merchen or Ms. Hayden at (702) 494-2226 Monday thru Friday, between 8:00 a.m. and 4:00 p.m. (Pacific Time) to obtain his written approval. Their word on this is final.

ITEM 6 - HOOVER DAM BATHROOM INFO

Restrooms are located on Level 1 of the Hoover Dam Parking Garage near the elevators and across from the food kiosk. These restrooms are open during the day and into the early evening.

Restrooms are also located in the Exhibit Building, just past the winged statues. These restrooms are open 24/7.

ITEM 7 - VEHICLE LIST

Contractors must provide RECLAMATION with a vehicle list containing the following information prior to commencing work:

- A - YEAR
- B - COLOR
- C - MAKE
- D - MODEL
- E - LICENSE PLATE NUMBER
- F - STATE OF ISSUE

EXAMPLE-

#1-2002 Dark Silver Chevy Silverado 4x4 CA License #6T46893, and/or
#2-2006 Black Chevy Silverado SS NV License #020-TTF, and/or
#3-2004 Honda Odyssey Tan NV License #055 VRY

Go to <http://www.usbr.gov/lc/hooverdam/crossingguide.pdf> to obtain the most current information and permit requirements for vehicles that can and cannot drive to or over the Hoover Dam. RECLAMATION retains the right to grant exemption to the General Policy on a case-by-case basis upon justification received by the contractor and approved by the RECLAMATION Special Projects Director.

ITEM 8 - WORKER LIST

Contractors must provide RECLAMATION with a list of employees/workers assigned to the project prior to commencing work. The list must contain the first and last name for each employee/worker. **ANY AND ALL WORKERS MUST BE U.S. CITIZENS, OR HAVE LEGAL WORK STATUS, AND HAVE ON THEIR PERSON AT ALL TIMES AN OFFICIAL AND CURRENT FEDERAL AND/OR STATE GOVERNMENT-ISSUED PICTURE ID CARD.**

ITEM 9 - WORK SCHEDULE/TIMELINE

Contractors must provide RECLAMATION with a proposed work schedule for the duration (beginning to end) of the project for approval. The work schedule must be approved by RECLAMATION prior to commencing work.

The work schedule must include a detailed timeline with days, dates and hours to be worked. Hours shall be specified using AM/PM and always use Pacific Time; even if you are doing work on the Arizona side of the Hoover Dam.

ITEM 10 - HOOVER DAM MISCELLANEOUS RULES AND REGULATIONS

- [1] Any and all workers must be U.S. Citizens, or have legal work status, and have on their person at all times an official Federal and/or State government-issued picture ID card.
- [2] Alcohol, firearms, explosives, and non-work related sharpened blades are not permitted on DOI/RECLAMATION/HOOVER DAM property.
- [3] Move-and-replace any and all orange parking garage entrance 'cones' as necessary.
- [4] Smoking is NOT permitted anywhere inside the parking garage building, even though the building is an open-air building.

ITEM 11 - HOOVER DAM TRAVEL TIME AND DIRECTIONS

Two potential delays occur regularly when traveling to the Hoover Dam; occurring near and at the Dam. Contractors/subcontractors are encouraged to take any and all potential delays into account when traveling to the Dam so as to arrive when scheduled/expected.

1. A delay caused by the traffic slowdown that occurs when Lake Mead first comes into view when traveling on US 93 south and lasts until you reach THE HACIENDA HOTEL.
2. Delays are encountered regularly at the RECLAMATION CHECKPOINT.

DIRECTIONS - From Las Vegas, follow US 93 South through Boulder City and take Exit 2 (NV 172 East) (exit is a few hundred feet past THE HACIENDA HOTEL). Follow NV 172 East, and the signs, to the Dam. NV 172 East terminates at the RECLAMATION CHECKPOINT. From there, follow the signs and the Hoover Dam Road to the dam. Do not confuse US 93 with US 95 as they are NOT the same. GPS is not correct, nor accurate around the Dam.



HOOVER DAM MAP URL -

<http://maps.google.com/maps?hl=en&gbv=2&safe=active&q=hoover+dam&um=1&ie=UTF-8&hq=&hnear=0x80c92d6ab2cb2d15:0x2b1214cbc22ee31e,Hoover+Dam&gl=us&sa=X&ei=6 BcUI f7l8j0iQLao4G4Ag&ved=0CBMQ8gEwAA>

Drazen Elez, Bureau Chief/Business Enterprises of Nevada
State of Nevada/Department of Employment and Training and Rehabilitation (DETR)
Bureau of Services to the Blind and Visually Impaired (BSBVI)
Business Enterprise Program of Nevada (BEN)
3016 West Charleston Boulevard #200
Las Vegas NV 89102-1963 USA
Office: (702) 486-8800 Cell Phone: (702) 419-2327
Fax: (702) 486-3038
Email: d-elez@nvdetr.org Website: WWW.BEPNV.COM

ITEM 12 - RECLAMATION APPROVAL

All items outlined herein, Items 1 thru 11, have been reviewed and approved by Roy Given, RECLAMATION Special Projects Director on or about September 3, 2014.

EXHIBIT B

Pricing List

Please see attached page(s).

EXHIBIT B

Description	Cost
I. Local Rates- Las Vegas, N. Las Vegas, Henderson, Boulder City, Metropolitan Clark County	
1. Hourly rate per employee (including any necessary tools, dollies, lifters, bins, labels, tape and other materials, etc., that may be required to perform specified moving tasks efficiently):	\$36.00/hour
2. Hourly rate for van driver:	\$36.00/hour
3. Hourly rate for supervisor:	\$36.00/hour
4. Hourly rate for van of medium loading capacity (bobtail w/ box under 24ft. in length) to be used for smaller inter-building moves. This rate should not include the driver:	\$26.00/hour
5. Hourly rate for van of large loading capacity (bobtail w/ box under 24 ft. or more in length) to be used for large moves. This rate should not include the driver:	\$26.00/hour
II. Intrastate Rates- Pahrump, Jean, Primm, Laughlin, Mesquite, Overton, Logandale, Mercury, Indian Springs, Tonopah, Caliente	
6. Hourly rate per employee (including any necessary tools, dollies, lifters, bins, labels, tape, and other materials, etc., that may be required to perform specified moving tasks efficiently):	\$36.00/hour
7. Hourly rate for van driver:	\$36.00/hour
8. Hourly rate for supervisor:	\$36.00/hour
9. Hourly rate for van of medium loading capacity (bobtail w/ box under 24 ft. in length) to be used for smaller inter-building moves. This rate should not include the driver:	\$36.00/hour
10. Hourly rate for van of large loading capacity (bobtail w/ box 24 ft. or more in length) to be used for large moves. This rate should not include the driver:	\$36.00/hour
III. Valuation Coverage	
1. Standard valuation coverage of \$0.60/lb. per item is included at no additional cost.	
2. Pricing for Full Valuation Coverage.	\$7.50/\$1000
Contractor will assume liability beyond coverage?	No
Storage Rates	
1. Overnight Storage (Truck Storage)	No Charge
2. Vault Storage (7'x6'x7'): Items stored inside of storage vaults, blanket-wrapped	\$30.00 per vault per month

3. Warehouse Storage: items can be stored loose or palletized in Contractor's commercial warehouse	\$1.00 per square foot per month
IV. Boxes (Purchase)	
1. Small (at least 16"x10"x10"):	\$1.16 each
Bundle of 10 Small boxes, Price Break \$ 0.10 per box	
2. Medium (at least 18"x14"x12"):	\$1.16 each
Bundle of 20 Medium boxes, Price Break \$0.10 per box	
3. Large (at least 20"x20"x15"):	\$1.35 each
Bundle of 15 Large boxes, Price Break \$0.10 per box	
4. Xlarge (at least 23"x23"x16"):	\$1.88 each
Bundle of 10 Xlarge boxes, Price Break \$0.10 per box	

NOTE: If a rate or cost is not provided above, it will be considered to be zero (\$0.00) and that particular service or item will be required to be performed or provided free of charge.

Note: 1) The hourly rate paid to the Contractor shall be portal to portal for each move (i.e. from Contractor's location back to location). No toll charges will be allowed for travel to transport personnel & equipment to and from the facility. Also, if a truck or van is used to transport personnel & equipment to and from the move site the flat rate charge for the medium capacity truck may be included. However, if this vehicle is not used in the actual move (i.e. moves within a building or moves that require a larger capacity truck that is of sufficient size to accommodate all of the furniture & equipment) no other charges for that vehicle will be allowed.

2) All moves regardless of whether or not they are conducted on Saturday, Sunday or Holidays will be paid at the straight time hourly rate bid for the first eight (8) hours worked in any one day and at one and one half (1.5) times the straight time hourly rate bid for all time worked in excess of eight (8) hours in any one day. Contractors must pay employees, for work performed under this contract, a minimum of one and one half (1.5) times the prevailing hourly rate for hours worked in excess of eight (8) hours in any one day or in excess of forty (40) hours in any one week (regardless of where the work was performed). Therefore, it behooves Contractors to schedule employees' work hours so that payment of overtime is not required for work performed under this contract unless a single days move exceeds eight (8) hours (example: employees should not have worked for more than thirty two (32) hours during the week of this contract move if the University move is anticipated to take eight (8) hours or more to complete etc.).

3) Charges for overnight lodging of moving employees are not allowed under this contract.

The moving company awarded the move in response to each project definition will be held to the not to exceed proposal submitted. If the actual move is accomplished in less time and/or with fewer employees / trucks than provided for in the proposal the final charges to UNLV, for all items affected, MUST be adjusted downward to reflect the actual hours and or employees / trucks. However, if the actual move requires more time and or more employees / trucks than provided for in the proposal, the final charges MAY NOT be adjusted upward. That is, item hour, item rate and number of employee / truck charges CAN NOT exceed those provided in

response to the Project Definition. The only exceptions where additional charges would be allowed are: acts of God, building equipment malfunction that affects the ability of Contractor to perform the services or Police Department, Fire Company blocking access to or egress from a building where a move is taking place. All such charges MUST be fully documented as to occurrence, location, time and duration. Also it is ABSOLUTELY NECESSARY that every attempt be made to notify the UNLV representative of the problem during the actual occurrence. No charges will be allowed for traffic delays that do not directly block access to the building. The Contractor further certifies that these prices will not exceed his/her bid in the initial proposal and resultant contract. The Contractor shall be prepared to meet whatever conditions develop.

BUSINESS LICENSE

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

Mailing Address:

**ACE WORLD WIDE OF NEVADA
1900 E COLLEGE AVE
CUDAHY, WI 53110**

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

License Number: **BL115369**

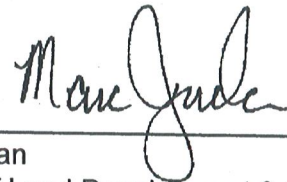
Expiration Date: **03/31/2023**

Type of License: **BUSINESS**

Classification: **STORAGE/WAREHOUSE**

Business Location: **ACE WORLD WIDE OF NEVADA
1841 E CRAIG RD STE B
NORTH LAS VEGAS, NV 89030**

Owner/Principal(s): **ACE WORLD-WIDE MOVING & STORAGE CO., INC.**



Marc Jordan
Director of Land Development & Community
Services

This license is not transferable
POST IN A CONSPICUOUS PLACE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/14/2022

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 HUB International Midwest Limited 2120 Pewaukee Rd, Suite 202 Waukesha WI 53188	CONTACT NAME: HUB International Midwest Limited PHONE (A/C, No, Ext): 262.523.9600 FAX (A/C, No): 262.523.9601 E-MAIL ADDRESS: mwww.wau.certificates@hubinternational.com
INSURED (Ace 711) Ace World Wide Moving & Storage Co., Inc dba Ace World Wide of Nevada 1841 E Craig Rd, Ste A North Las Vegas NV 89030	INSURER(S) AFFORDING COVERAGE INSURER A: Arch Insurance Company INSURER B: Gemini Insurance Company INSURER C: Hanover Insurance Company INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1290391541**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZAGLB9225805	2/1/2022	2/1/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ZACAT9247205	2/1/2022	2/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 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 <input checked="" type="checkbox"/> RETENTION \$ 10,000			GVE100218504	2/1/2022	2/1/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
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 type="checkbox"/>	N/A	ZAWC19411805	2/1/2022	2/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000
C	Motor Truck Cargo Broad Form			RHC H636483	2/1/2022	2/1/2023	Limit \$500,000 Deductible \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of North Las Vegas is listed as Additional Insured per written contract or agreement.

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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