

**SECOND AMENDMENT TO HAZARDOUS WASTE CLEAN-UP
SERVICES AGREEMENT**

This Second Amendment to Hazardous Waste Clean-Up Services Agreement (“Second Amendment”) is effective _____ (“Effective Date”) by and between the City of North Las Vegas, a Nevada municipal corporation (“City”) and Logistical Solutions, LLC, a Nevada limited liability company (“Provider”).

RECITALS

WHEREAS, on February 7, 2022, the City and Provider, entered into the Hazardous Waste Clean Up Services Agreement (“Original Agreement”), under which the Provider agreed to conduct as-needed hazardous waste cleanup services throughout the City; a copy of which is attached hereto as “Exhibit A”;

WHEREAS, on August 31, 2022, the City and Provider entered into a First Amendment to the Hazardous Waste Clean Up Services Agreement (“First Amendment”), a copy of which is attached hereto as “Exhibit B”;

WHEREAS, on January 3, 2023, Provider requested a price increase of 15% across the entirety of the contract, due to the increase cost of supplies, vehicles, and waste disposal facilities, effective February 1, 2023 (“Increase Request”), a copy of which is attached hereto as “Exhibit C”;

WHEREAS, the City agrees to increase the annual not-to-exceed amount of the Agreement from Ninety-Nine Thousand Dollars and 00/100 (\$99,000.00) to an annual not-to-exceed amount of One Hundred Thirteen Thousand, Eight Hundred Fifty-Dollars and 00/100 (\$113,850.00); and

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

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

AGREEMENT

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

“Provider will provide the Services on an as-needed basis in an annual amount not to exceed One Hundred Thirteen Thousand Eighth Hundred Fifty Dollars and 00/100 (\$113,850.00), which includes all fees for time and labor, overhead materials, equipment, insurance, licenses, and any other costs. Periodic progress billings will be due and payable within 30 days of presentation of invoice, provided that each invoice is complete, correct, and undisputed by the City. The total not-to-exceed amount of this Agreement is Three Hundred Forty-One Thousand, Five Hundred Fifty-Dollars and 00/100 (\$341,550.00)”.

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

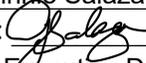
3. The use of signatures via facsimile, email, or other electronic medium shall have the same force and effect as original signatures.

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

City of North Las Vegas,
a Nevada municipal corporation

Logistical Solutions, LLC,
a Nevada limited liability company

By: _____
Pamela A. Goynes-Brown, Mayor

By: Ginnie Salazar
Name: 
Title: Executive Director

Attest:

By: _____
Jackie Rodgers, City Clerk

Approved as to Form:

By: _____
Micaela Rustia Moore, City Attorney

EXHIBIT A

ORIGINAL AGREEMENT

Please see attached page(s).

HAZARDOUS WASTE CLEAN-UP SERVICES AGREEMENT

This Hazardous Waste Clean-Up Services Agreement (“Agreement”) is made and entered into as of 02/07/2022 12:44:44 PST (“Effective Date”) by and between the City of North Las Vegas, a Nevada municipal corporation (“City”) and Logistical Solutions, LLC, a Nevada limited liability company (“Provider”).

WITNESSETH:

WHOROAS, the City requires hazardous waste clean-up services, as described in Hazardous Waste Clean Up Bid B-1645 (“Invitation to Bid”), attached hereto as Exhibit A and incorporated herein by reference (“Services”);

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

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

**SECTION ONE
SCOPE OF SERVICES**

Provider shall perform the Services in accordance with the terms of the Invitation to Bid, incorporated herein and attached as Exhibit A, Provider’s Bid, incorporated herein and attached as Exhibit B, and the terms, conditions, and covenants set forth in this Agreement. 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
TERM**

This Agreement shall commence on February 15, 2022 and continue for a three-year period (“Term”), unless earlier terminated in accordance with the terms herein.

**SECTION THREE
COMPENSATION**

Provider will provide the Services in the amount of \$82,500.00, which includes all fees for time and labor, overhead materials, equipment, insurance, licenses, and any other costs. Periodic progress billings will be due and payable within 30 days of presentation of invoice, provided that each invoice is complete, correct, and undisputed by the City. The annual not to exceed amount of this Agreement is Eighty-Two Thousand, Five Hundred Dollars and 00/100 (\$82,500.00). The total not to exceed amount of this Agreement is Two Hundred Forty-Seven Thousand, Five Hundred Dollars and 00/100 (\$247,500.00).

**SECTION FOUR
TERMINATION OR SUSPENSION OF SERVICES**

4.1. This Agreement may be terminated, in whole or in part, with or without cause, by the City upon thirty (30) days written notice to the Provider. In the event of termination, Provider shall be paid compensation for Services properly performed pursuant to the terms of the Agreement up to and including the termination date. The City shall not be liable for anticipated profits based upon Services not yet performed.

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

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

**SECTION FIVE
PROVIDER REPRESENTATIONS AND WARRANTIES**

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

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

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

5.1.3. All Services performed, including deliverables supplied, shall conform to the specifications, drawings, and other descriptions set forth in this Agreement, and shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Provider's profession and in accordance with generally accepted industry standards prevailing at the time the Services are performed, and do not infringe the intellectual property of a third party. The foregoing representations and warranties are not intended as a limitation, but are in addition to all other terms set forth in this Agreement and such other warranties as are implied by law, custom, and usage of the trade.

**SECTION SIX
INDEMNIFICATION**

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

**SECTION SEVEN
INDEPENDENT CONTRACTOR**

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

**SECTION EIGHT
CONFIDENTIALITY AND AUTHORIZATIONS FOR ACCESS TO CONFIDENTIAL
INFORMATION**

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

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

SECTION NINE INSURANCE

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

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

9.1.2 Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

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

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

9.1.4 Professional liability (Errors and Omissions): Insurance appropriate to the Provider's profession, with limit no less than \$2,000,000.00 per occurrence or claim, \$2,000,000.00 aggregate.

9.1.5 Contractors Pollution Liability applicable to the work being performed, with a limit no less than \$2,000,000.00 per claim or occurrence and \$2,000,000.00 aggregate per policy period of one year.

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

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

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

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

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

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

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

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

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

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

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

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

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.

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

SECTION TWELVE ENTIRE AGREEMENT

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

SECTION THIRTEEN MISCELLANEOUS

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

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

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

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

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

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

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

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

13.9. No Fiduciary or Joint Venture. This Agreement is not intended to create, and shall not be deemed to create, any relationship between the parties hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto shall be construed to be the agent, employer, representative, fiduciary, or joint venturer of the other and neither party shall have the power to bind the other by virtue of this Agreement.

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

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

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

13.13. Public Record. Pursuant to NRS 293.010 and other applicable legal authority, each and every document provided to the City may be a "Public Record" open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not be liable in any way to Provider for the disclosure of any public record including, but not limited to, documents provided to the City by Provider. In the event the City is required to defend an action with regard to a public records request for documents submitted by Provider, Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorneys' fees related to such public records request. This section shall survive the expiration or early termination of the Agreement.

13.14. Interpretation. The language of this Agreement has been agreed to by both parties to express their mutual intent. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Preparation of this Agreement has been a joint effort by the City and Provider and the resulting

document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

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

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

13.17. Federal Funding. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, in receipt of a notice of proposed debarment or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

13.18. 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.

13.19. Attorneys' Fees. In the event any action is commenced by either party against the other in connection with this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court, including without limitation, fees for the services of the City Attorney's Office. This Section 13.19 shall survive the completion of this Agreement until the applicable statutes of limitation expire.

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

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

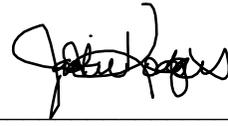
City of North Las Vegas,
a Nevada municipal corporation

Logistical Solutions LLC,
a Nevada limited liability company

By: 
John J. Lee, Mayor

By: 
Name: Ginie Salazar
Title: Executive Director

Attest:

By: 
Jackie Rodgers, City Clerk

Approved as to form:

By: 
Micaela Rustia Moore, City Attorney

EXHIBIT A

Invitation to Bid – B-1645

Please see the attached page(s).

Mayor
John J. Lee

City Manager
Ryann Juden

Council Members
Scott Black
Pamela A. Goynes-Brown
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

October 4, 2021

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1645 Hazardous Waste Clean-up**

Bids will be received electronically only through the Nevada Gov eMarketplace (NGEM) System at www.ngemnv.com until **October 25, 2021 at 1:00 P.M. local time** (the "Bid Due Date"). **A Bid opening will be held on a conference call via Google Meet, Telephone# 314-561-9213, Meeting Pin# 656 768 015# on the Bid Due Date.**

An optional Pre-Bid Meeting will be held on **October 11, 2021 at 10:00 a.m. local time** via Google Meet conference call, Telephone # 616-615-8084, Meeting Pin# 790 643 632#. 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 this meeting must be sent via email or submitted in NGEM at the conclusion of the Pre-Bid Meeting.

All questions or concerns must be submitted electronically in the NGEM System or via e-mail to Joy Yoshida, Buyer, at yoshidaj@cityofnorthlasvegas.com. The cut-off time for all questions is **October 18, 2021, 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 at www.ngemnv.com or on the City of North Las Vegas 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.

Joy Yoshida

Joy Yoshida
Buyer

Published in the Las Vegas Review Journal
(October 4, 2021)

CITY OF NORTH LAS VEGAS INVITATION TO BID

BID B-1645 Hazardous Waste Clean-up

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 as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's Records 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 services obtained under this Invitation to Bid.

4. **ELECTRONIC BID THROUGH NGEM SYSTEM:**

Bids must be submitted online through the Nevada Government eMarketplace (NGEM). The NGEM System 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. The NGEM System is available at www.ngemnva.com. There is no cost for any Respondent to use the NGEM System, 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 the NGEM System no later than the Bid Due Date and time. Per the Terms of Use of the NGEM System, Bids may not be submitted after the Bid Due Date, and the server clock will govern.

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 a contract with a Respondent to this Bid unless the contract includes the 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.

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 corporation 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 corporation if that person, firm, or corporation 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, but no necessity exists for expensive binders or promotional material.

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 for this project. 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 shall have a term of three years.

13. **INSURANCE:**

Prior to the commencement of the Contract, each 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 be primary and any insurance or self-insurance maintained by the City will apply in excess of, and not contribute with, the insurance required. 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 Respondent shall secure, maintain in full force and effect, and bear the cost of the following insurances throughout the duration of the contract:

COMMERCIAL GENERAL LIABILITY: 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 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.

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.

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.

WORKERS' COMPENSATION: 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 D- Affidavit of Rejection of Coverage for Workers' Compensation must be completed and submitted with response to this Proposal.

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

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 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).

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.

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: 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.

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.

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.

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:

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

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.

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, judgements, 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 project.

17. CANCELLATION OF CONTRACT:

The City reserves the right to cancel the award or execution of any contract 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 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 response, while possibly necessary in the view of the Respondent, may result in lower scoring or disqualification of a Bid response. **A template of the City of North Las Vegas Service Agreement is attached in 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. Prices may not be increased during the first 3 years term (the "Initial Term"). The prices submitted in your Bid must remain firm throughout the Initial Term of the contract. Any intended escalation for the possible extensions must be included in the Respondent's Bid. If escalations are not included for the possible extensions, the price for the Initial Term will apply for each possible extension unless otherwise permitted by the City.
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 company ("Company") 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, 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 6:30 am to 4:00 pm.

The City also designates John Runiks, Manager Infrastructure, as the project manager for this service. He can be contacted at 702-633-1267 or at runiks@cityofnorthlasvegas.com and is available Monday through Thursday from 5:30 a.m. to 3:00 p.m.

The cutoff date for any questions regarding this is **October 11, 2021, 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-1645 Hazardous Waste Clean-up**

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 best Proposal, 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-1645 Hazardous Waste Clean-up**

SCOPE OF WORK

1. **Introduction:** The City of North Las Vegas (hereinafter referred to as the “City”) is seeking bids from qualified and experienced agencies in providing hazardous waste clean-up services at various locations throughout the City.

2. **Scope of Work:** The Service Provider shall provide 24/7 response to hazardous clean-up and include documentation of proper handling and disposal. The Service Provider shall be on-scene within one-hour from the time of notification. Articles and services covered by the agreement shall be performed in compliance with safety orders of OSHA, NVOSHA, CCHD and/ or MIOSHA if applicable. Service provider shall provide all certifications of associated personnel providing services within. Service Provider shall have all current licenses and permits as required to perform hazardous waste clean-up services. Service Provider shall provide copies of State Mandated reports and others within a reasonable time line. For the purposes of this Bid, normal duty hours are considered 8:00 a.m. to 6:00 p.m., Monday through Friday, excluding holidays.

Interested vendors should provide a comprehensive Fee Schedule costs for equipment, supplies and additional fees should be included with you submission. Information should be included in the bid submission sheet.

3. **Contractor Responsibilities:**

The successful awarded bidder will need to be on site One Hour after being called ready to perform the needed services. Once completed, the contractor shall provide the fully completed paperwork including reports and cost for the clean up to the Public Works designee on site.

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1645 Hazardous Waste Clean-up**

EXHIBIT LISTING

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

- (a) An individual authorized to bind the Company 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(3) 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 Service Agreement. Any and all exceptions to the terms this agreement with explanation must be turned in with electronic submission

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1645 Hazardous Waste Clean-up
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-1645 Hazardous Waste Clean-up
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-1645 Hazardous Waste Clean-up
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-1645 Hazardous Waste Clean-up
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-1645 Hazardous Waste Clean-up
EXHIBIT F- Exceptions to North Las Vegas Service Agreement**

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

HAZARDOUS WASTE CLEAN-UP SERVICES AGREEMENT

This Hazardous Waste Clean-Up Services Agreement (the “Agreement”) is made and entered into as of _____ (the “Effective Date”) by and between the City of North Las Vegas, a Nevada municipal corporation (the “City”), and [insert full legal name of Provider entity], a [insert entity type and state of origin] (“Provider”).

WITNESSETH:

A. WHEREAS, the City requires hazardous waste clean-up services, as described in Hazardous Waste Clean Up Bid B-1645 (“Invitation to Bid”), attached hereto as Exhibit A and incorporated herein by reference (the “Services”);

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

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

1. Scope of Services

Provider shall perform the Services in accordance with the terms of the Invitation to Bid, incorporated herein and attached as Exhibit A, Provider’s Bid, incorporated herein and attached as Exhibit B, and the terms, conditions, and covenants set forth in this Agreement. 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.

2. Term

This Agreement shall commence on the Effective Date and continue for a three-year period (the “Term”), unless earlier terminated in accordance with the terms herein.

3. Compensation

Provider will provide the Services [at the rate of OR in the amount of] [\$ _____], which includes all fees for time and labor, overhead materials, equipment, insurance, licenses, and any other costs. Periodic progress billings will be due and payable within 30 days of presentation of invoice, provided that each invoice is complete, correct, and undisputed by the City. The annual not to exceed amount of this Agreement is [_____] (\$ _____). The total not to exceed amount of this Agreement is [_____] (\$ _____).

4. Termination or Suspension of Services

4.1 This Agreement may be terminated, in whole or in part, with or without cause, by the City upon thirty (30) days written notice to the Provider. In the event of termination, Provider shall be paid compensation for Services properly performed pursuant to the terms of the Agreement up to and including

the termination date. The City shall not be liable for anticipated profits based upon Services not yet performed.

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

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

5. **Provider Representations and Warranties**

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

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

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

5.1.3 All Services performed, including deliverables supplied, shall conform to the specifications, drawings, and other descriptions set forth in this Agreement, and shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Provider's profession and in accordance with generally accepted industry standards prevailing at the time the Services are performed, and do not infringe the intellectual property of a third party. The foregoing representations and warranties are not intended as a limitation, but are in addition to all other terms set forth in this Agreement and such other warranties as are implied by law, custom, and usage of the trade.

6. **Indemnification**

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

7. **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.

8. **Confidentiality**

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

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

9. **Insurance**

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

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

9.1.2 Commercial General Liability (CGL) : Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

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

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

9.1.4 Professional liability (Errors and Omissions): Insurance appropriate to the Provider's profession, with limit no less than \$2,000,000.00 per occurrence or claim, \$2,000,000.00 aggregate.

9.1.5 Contractors Pollution Liability applicable to the work being performed, with a limit no less than \$2,000,000.00 per claim or occurrence and \$2,000,000.00 aggregate per policy period of one year.

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

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

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

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

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

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

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

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

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

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

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

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

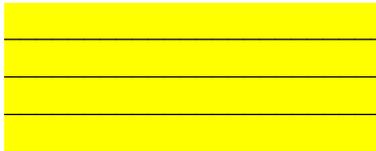
9.1.7 Verification of Coverage: Provider shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences.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

9.1.8 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.

10. **Notices**

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

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

To Provider: 

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

11. **Safety**

11.1. 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.”

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

12. Entire Agreement

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

13. Miscellaneous

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

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

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

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

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

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

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

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

13.9. No Fiduciary or Joint Venture. This Agreement is not intended to create, and shall not be deemed to create, any relationship between the parties hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto shall be construed to be the agent, employer, representative, fiduciary, or joint venturer of the other and neither party shall have the power to bind the other by virtue of this Agreement.

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

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

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

13.13. Public Record. Pursuant to NRS 293.010 and other applicable legal authority, each and every document provided to the City may be a "Public Record" open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not be liable in any way to Provider for the disclosure of any public record including, but not limited to, documents provided to the City by Provider. In the event the City is required to defend an action with regard to a public records request for documents submitted by Provider, Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorneys' fees related to such public records request. This section shall survive the expiration or early termination of the Agreement.

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

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

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

13.17. Federal Funding. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, in receipt of a notice of proposed debarment or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp.

19160-19211), and any relevant program specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

13.18. 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.

13.19. Attorneys' Fees. In the event any action is commenced by either party against the other in connection with this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court, including without limitation, fees for the services of the City Attorney's Office. This Section 13.19 shall survive the completion of this Agreement until the applicable statutes of limitation expire.

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

City of North Las Vegas
a Nevada municipal corporation

[Redacted]
a [Redacted]

By: _____
John J. Lee, Mayor

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Jackie Rodgers, Chief Deputy City Clerk

Approved as to form:

By: _____
Micaela Rustia Moore, City Attorney

Exhibit A

Invitation to Bid – B-1645

Please see attached page(s).

Exhibit B

Bid

Please see attached page(s)

Mayor
John J. Lee

City Manager
Ryann Juden

Council Members
Scott Black
Pamela A. Goynes-Brown
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

October 11, 2021

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1645 Hazardous Waste Clean-up
ADDENDUM #1**

This addendum is issued to correct the telephone number for the Pre-Bid Meeting

An optional Pre-Bid Meeting will be held on **October 11, 2021 at 10:00 a.m. local time** via Google Meet conference call, Telephone # **661-615-8084**, Meeting Pin# 790 643 632#. 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 this meeting must be sent via email or submitted in NGEM at the conclusion of the Pre-Bid Meeting.

All questions or concerns must be submitted electronically in the NGEM System or via e-mail to Joy Yoshida, Buyer, at yoshidaj@cityofnorthlasvegas.com. The cut-off time for all questions is **October 18, 2021, 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 at www.ngemnv.com or on the City of North Las Vegas 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.

Joy Yoshida
Buyer

Mayor
John J. Lee

City Manager
Ryann Juden

Council Members
Scott Black
Pamela A. Goynes-Brown
Isaac E. Barron
Richard J. Cherchio



Finance Department
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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

October 20, 2021

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1645 Hazardous Waste Clean-up
ADDENDUM #2**

This Addendum #2 is issued to extend the Bid Due Date/ Bid Opening. Please see the new information provided below

Bids will be received electronically only through the Nevada Gov eMarketplace (NGEM) System at www.ngemnv.com until **November 9, 2021 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# 314-561-9213, Meeting Pin# 656 768 015# on the Bid Due Date.**

Joy Yoshida

Joy Yoshida
Buyer
Purchasing Department

Mayor
John J. Lee

City Manager
Ryann Juden

Council Members
Scott Black
Pamela A. Goynes-Brown
Isaac E. Barron
Richard J. Cherchio



Finance Department
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Telephone: (702) 633-1745 · Fax: (702) 669-3328 · TDD: (800) 326-6868
www.cityofnorthlasvegas.com

October 21, 2021

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1645 Hazardous Waste Clean-up
ADDENDUM #3**

The deadline for questions for this proposal was 12:00 p.m., Monday, October 18, 2021. The following are the questions that were received along with the answers to those questions.

Question 1. What kind of hazardous waste clean-up are we talking about, homeless, or chemical?

Answer: Bio-waste, Chemicals, Light Bulbs, and Batteries.

Question 2. For the above referenced bid, we see no price sheet in the bid, are we just supposed to submit our rate sheets?

Answer: There are 55 bid line items to include your pricing. Bid Line item #55 is for Additional Line Items needed not Listed Above. Please upload a separate document with additional items needed and provide cost.

Question 3. What is the historical annual contract spend under this contract?

*Answer: FY 20-21 Hazard cleanup \$ 19,500, Sweeper Pit Cleanup \$ 20,800
This amount doesn't include spending for other depts., ie Fleet, Parks and Police
The current contract fiscal spend is an amount not to exceed \$82,500.00*

Question 4. Is single award anticipated?

Answer: Yes a single award will be made.

Question 5. Who is the incumbent contractor?

Answer: Logistical Solutions, LLC

Question 6. May we get a one week extension on the bid due date?

Answer: Addendum #2 was issued on October 20, 2021 extending the bid due date to November 9, 2021 at 10:00 A.M. local time.

Question 7. The contract is for a three year term. Please consider an annual CPI adjustment during the initial term.

Answer: Prices may not be increased during the term of the Contract. Prices may not be increased during the first 3 years term (the "Initial Term"). The prices submitted in your Bid must remain firm throughout the Initial Term of the contract.

Question 8. What is the annual spend of the current contract with incumbent?

*Answer: FY 2021-22 YTD spending - Hazard Waste cleanup \$ 5,840; Sweeper Pit cleanup \$ 8,525
This amount doesn't include spending for other depts., ie Fleet, Parks and Police
The current contract fiscal spend is an amount not to exceed \$82,500.00*

Question 9. Please provide a list of approved TSDFs.

Answer: The City requires record keeping of proper disposal.

Question 10. Per FOIA, please provide current incumbent information, including current contract rates.

Answer: Logistical Solutions, LLC is the current incumbent. You must submit a Public Records Act Request for the current contract to see the contract rates. Public Records Act Request must be submitted using the following link.

<http://www.surveygizmo.com/s3/5736794/Public-Records-Act-Request-Form-07-2020>

Question 11. Please provide a list of approved TSDFs.

Answer: The City requires record keeping of proper disposal.

Question 12. What's the name of company that has or had this contract? How many calls for hazardous waste cleanup did you have last year?

Answer: Logistical Solutions, LLC. 50 calls for Roadway Hazard cleanup, not including calls from other departments

Joy Yoshida

Joy Yoshida
Buyer
Purchasing Department

City of North Las Vegas

BID B-1645 Hazardous Waste Clean-up

Pre-bid Meeting held on October 11, 2021 at 10:00 a.m. via Google Meet conference call

Conference Call Attendees

City of North Las Vegas

Joy Yoshida, Buyer, Purchasing

Bobby Mayes, Technical Services Supervisor, Public Works

John Runiks, Manager Infrastructure Maintenance, Public Works

Vendors

Logistical Solutions

Cinnamon Lochridge – Logistical Solutions - (702)379-2056

– clochridge@losonow.com

Alexes Foglesong – Logistical Solutions - (702)573-6378

– afoglesong@losonow.com

Mail: 4780 W. Ann Rd. #5-237 | North Las Vegas, NV 89031

Office: 2485 Marco Street | Las Vegas, NV 89115

P: (702) 596-2021 | F: (702) 974-1776 | C: (702) 379-2056

E-mail: clochridge@losonow.com

Website: www.losonow.com

Frank Silva

Account Manager

Clean Harbors Environmental

Cell: 951-906-8683

silva.frank@cleanharbors.com

www.cleanharbors.com

Louis Escobar

Director | Corporate Operations

HAZCORE ENVIRONMENTAL, INC. |

M: (702) 375-1864 | O: 877-429-2673

E: Louis.Escobar@hazcoreinc.com

www.hazcoreinc.com

24 Hours - (877) HAZCORE

Geosyntec Consultants

Adam Katlein, CEM (NV)

Project Scientist

9480 S. Eastern Ave, Suite 217
Las Vegas, NV 89123
Office: 702.216.3293
Direct: 702.216.3306
Cell: 586.839.7892
www.Geosyntec.com

Immaculate Restoration & Carpet Care
Thomas Osborne
3255 Pepper Lane 100A
Las Vegas, NV 89120
Phone (702) 313-3300
Fax (702) 320-2500

Mayor
John J. Lee

City Manager
Ryann Juden

Council Members
Scott Black
Pamela A. Goynes-Brown
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www.cityofnorthlasvegas.com

November 3, 2021

CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1645 Hazardous Waste Clean-up
ADDENDUM #4

This Addendum #4 is issued to fix the attributes tab error vendors are receiving.

Joy Yoshida

Joy Yoshida
Buyer
Purchasing Department

EXHIBIT B

Bid

Please see the attached page(s).



B-1645 Addendum 4 Logistical Solutions, LLC Supplier Response

Event Information

Number: B-1645 Addendum 4
Title: Hazardous Waste Clean-Up
Type: Invitation for Bid
Issue Date: 10/4/2021
Deadline: 11/9/2021 10:00 AM (PT)
Notes: The City of North Las Vegas is seeking bids from qualified and experienced agencies in providing hazardous waste clean-up services at various locations throughout the City.

Contact Information

Contact: Joy Yoshida
Address: 2250 Las Vegas Blvd. Suite 710
North Las Vegas, NV 89030
Phone: 1 (702) 6331745
Email: yoshidaj@cityofnorthlasvegas.com

Logistical Solutions, LLC Information

Contact: Ginnie Salazar
Address: 2485 Marco Street
Las Vegas, NV 89115
Phone: (702) 596-2021
Fax: (702) 974-1776
Email: gsalazar@losonow.com

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

Cinnamon Lochridge
Signature

clochridge@losonow.com
Email

Submitted at 11/9/2021 11:46:13 AM

Requested Attachments

Required Documents

Exhibits - A-E.pdf

Required Documents Exhibits A, B, C, D, E and F must be submitted as part of your Bid response. Any and all exceptions to CNLV purchase agreement must be noted in response.

Bid Attributes

1	Attribute deleted as part of an Addendum
2	Attribute deleted as part of an Addendum
3	Attribute deleted as part of an Addendum
4	Acknowledgment of Addendum #1 I acknowledge receipt of Addendum #1 <input checked="" type="checkbox"/> Acknowledgment of Receipt of Addendum #1 (Acknowledgment of Receipt of Addendum #1)
5	Acknowledgment of Addendum #2 I acknowledge receipt of Addendum #2 <input checked="" type="checkbox"/> Acknowledgment of Receipt of Addendum #2 (Acknowledgment of Receipt of Addendum #2)
6	Acknowledgment of Addendum #3 I acknowledge receipt of Addendum #3 <input checked="" type="checkbox"/> Acknowledgment of Addendum #3 (Acknowledgment of Addendum #3)
7	Acknowledgment of Addendum #4 I acknowledge receipt of Addendum #4 <input checked="" type="checkbox"/> Acknowledgment of Receipt of Addendum #4 (Acknowledgment of Receipt of Addendum #4)

Bid Lines

1	PROJECT MANAGER	Quantity: <u> 1 </u> UOM: <u>STRAIGHT TIME RATE</u> Unit Price: <input type="text" value="\$75.00"/> Total: <input type="text" value="\$75.00"/>	Item Notes: Straight Time - hours between 8:00 am and 6:00 pm (Monday through Friday)
2	PROJECT MANAGER	Quantity: <u> 1 </u> UOM: <u>OVERTIME RATE</u> Unit Price: <input type="text" value="\$75.00"/> Total: <input type="text" value="\$75.00"/>	Item Notes: Overtime- Hours between 6:01pm and 7:59 am (Monday through Friday), Weekends and Holidays
3	PROJECT COORDINATOR	Quantity: <u> 1 </u> UOM: <u>STRAIGHT TIME RATE</u> Unit Price: <input type="text" value="\$55.00"/> Total: <input type="text" value="\$55.00"/>	Item Notes: Straight Time - hours between 8:00 am and 6:00 pm (Monday through Friday)
4	PROJECT COORDINATOR	Quantity: <u> 1 </u> UOM: <u>OVERTIME RATE</u> Unit Price: <input type="text" value="\$55.00"/> Total: <input type="text" value="\$55.00"/>	Item Notes: Overtime- Hours between 6:01pm and 7:59 am (Monday through Friday), Weekends and Holidays
5	PROJECT SUPERVISOR	Quantity: <u> 1 </u> UOM: <u>STRAIGHT TIME RATE</u> Unit Price: <input type="text" value="\$65.00"/> Total: <input type="text" value="\$65.00"/>	Item Notes: Straight Time - hours between 8:00 am and 6:00 pm (Monday through Friday)
6	PROJECT SUPERVISOR	Quantity: <u> 1 </u> UOM: <u>OVERTIME RATE</u> Unit Price: <input type="text" value="\$65.00"/> Total: <input type="text" value="\$65.00"/>	Item Notes: Overtime- Hours between 6:01pm and 7:59 am (Monday through Friday), Weekends and Holidays
7	ADMINISTRATION	Quantity: <u> 1 </u> UOM: <u>STRAIGHT TIME RATE</u> Unit Price: <input type="text" value="\$45.00"/> Total: <input type="text" value="\$45.00"/>	Item Notes: Straight Time - hours between 8:00 am and 6:00 pm (Monday through Friday)
8	ADMINISTRATION	Quantity: <u> 1 </u> UOM: <u>OVERTIME RATE</u> Unit Price: <input type="text" value="\$45.00"/> Total: <input type="text" value="\$45.00"/>	Item Notes: Overtime- Hours between 6:01pm and 7:59 am (Monday through Friday), Weekends and Holidays
9	EQUIPMENT OPERATOR	Quantity: <u> 1 </u> UOM: <u>STRAIGHT TIME RATE</u> Unit Price: <input type="text" value="\$58.00"/> Total: <input type="text" value="\$58.00"/>	Item Notes: Straight Time - hours between 8:00 am and 6:00 pm (Monday through Friday)
10	EQUIPMENT OPERATOR	Quantity: <u> 1 </u> UOM: <u>OVERTIME RATE</u> Unit Price: <input type="text" value="\$58.00"/> Total: <input type="text" value="\$58.00"/>	Item Notes: Overtime- Hours between 6:01pm and 7:59 am (Monday through Friday), Weekends and Holidays
11	FIELD TECHNICIAN	Quantity: <u> 1 </u> UOM: <u>STRAIGHT TIME RATE</u> Unit Price: <input type="text" value="\$53.00"/> Total: <input type="text" value="\$53.00"/>	Item Notes: Straight Time - hours between 8:00 am and 6:00 pm (Monday through Friday)

1 2	FIELD TECHNICIAN Quantity: <u> 1 </u> UOM: <u>OVERTIME RATE</u> Unit Price: <input type="text" value="\$53.00"/> Total: <input type="text" value="\$53.00"/> Item Notes: Overtime- Hours between 6:01pm and 7:59 am (Monday through Friday), Weekends and Holidays
1 3	CERTIFIED ENVIRONMENTAL MANAGER (CEM) Quantity: <u> 1 </u> UOM: <u>STRAIGHT TIME RATE</u> Unit Price: <input type="text" value="\$120.00"/> Total: <input type="text" value="\$120.00"/> Item Notes: Straight Time - hours between 8:00 am and 6:00 pm (Monday through Friday)
1 4	CERTIFIED ENVIRONMENTAL MANAGER (CEM) Quantity: <u> 1 </u> UOM: <u>OVERTIME RATE</u> Unit Price: <input type="text" value="\$120.00"/> Total: <input type="text" value="\$120.00"/> Item Notes: Overtime- Hours between 6:01pm and 7:59 am (Monday through Friday), Weekends and Holidays
1 5	EQUIPMENT - BACKHOE Quantity: <u> 1 </u> UOM: <u>STRAIGHT TIME RATE</u> Unit Price: <input type="text" value="\$55.00"/> Total: <input type="text" value="\$55.00"/> Item Notes: Straight Time - hours between 8:00 am and 6:00 pm (Monday through Friday)
1 6	EQUIPMENT - BACKHOE Quantity: <u> 1 </u> UOM: <u>OVERTIME RATE</u> Unit Price: <input type="text" value="\$55.00"/> Total: <input type="text" value="\$55.00"/> Item Notes: Overtime- Hours between 6:01pm and 7:59 am (Monday through Friday), Weekends and Holidays
1 7	EQUIPMENT - SKID LOADER Quantity: <u> 1 </u> UOM: <u>STRAIGHT TIME RATE</u> Unit Price: <input type="text" value="\$40.00"/> Total: <input type="text" value="\$40.00"/> Item Notes: Straight Time - hours between 8:00 am and 6:00 pm (Monday through Friday)
1 8	EQUIPMENT - SKID LOADER Quantity: <u> 1 </u> UOM: <u>OVERTIME RATE</u> Unit Price: <input type="text" value="\$40.00"/> Total: <input type="text" value="\$40.00"/> Item Notes: Overtime- Hours between 6:01pm and 7:59 am (Monday through Friday), Weekends and Holidays
1 9	EQUIPMENT- VACUUM TRUCK - WET ONLY Quantity: <u> 1 </u> UOM: <u>STRAIGHT TIME RATE</u> Unit Price: <input type="text" value="\$71.00"/> Total: <input type="text" value="\$71.00"/> Item Notes: Straight Time - hours between 8:00 am and 6:00 pm (Monday through Friday)
2 0	EQUIPMENT - VACUUM TRUCK - WET ONLY Quantity: <u> 1 </u> UOM: <u>OVERTIME RATE</u> Unit Price: <input type="text" value="\$71.00"/> Total: <input type="text" value="\$71.00"/> Item Notes: Overtime- Hours between 6:01pm and 7:59 am (Monday through Friday), Weekends and Holidays
2 1	EQUIPMENT - VACTOR TRUCK-WET/DRY Quantity: <u> 1 </u> UOM: <u>STRAIGHT TIME RATE</u> Unit Price: <input type="text" value="\$120.00"/> Total: <input type="text" value="\$120.00"/> Item Notes: Straight Time - hours between 8:00 am and 6:00 pm (Monday through Friday)
2 2	EQUIPMENT -VACTOR TRUCK-WET/DRY Quantity: <u> 1 </u> UOM: <u>OVERTIME RATE</u> Unit Price: <input type="text" value="\$120.00"/> Total: <input type="text" value="\$120.00"/> Item Notes: Overtime- Hours between 6:01pm and 7:59 am (Monday through Friday), Weekends and Holidays

2 3	EQUIPMENT -ROLL OFF TRUCK Quantity: <u> 1 </u> UOM: <u>STRAIGHT TIME RATE</u> Unit Price: <input type="text" value="\$60.00"/> Total: <input type="text" value="\$60.00"/> Item Notes: Straight Time - hours between 8:00 am and 6:00 pm (Monday through Friday)
2 4	EQUIPMENT-ROLL OFF TRUCK Quantity: <u> 1 </u> UOM: <u>OVERTIME RATE</u> Unit Price: <input type="text" value="\$60.00"/> Total: <input type="text" value="\$60.00"/> Item Notes: Overtime- Hours between 6:01pm and 7:59 am (Monday through Friday), Weekends and Holidays
2 5	EQUIPMENT-WATER TRUCK Quantity: <u> 1 </u> UOM: <u>STRAIGHT TIME RATE</u> Unit Price: <input type="text" value="\$55.00"/> Total: <input type="text" value="\$55.00"/> Item Notes: Straight Time - hours between 8:00 am and 6:00 pm (Monday through Friday)
2 6	EQUIPMENT-WATER TRUCK Quantity: <u> 1 </u> UOM: <u>OVERTIME RATE</u> Unit Price: <input type="text" value="\$55.00"/> Total: <input type="text" value="\$55.00"/> Item Notes: Overtime- Hours between 6:01pm and 7:59 am (Monday through Friday), Weekends and Holidays
2 7	EQUIPMENT-DUMP TRUCK Quantity: <u> 1 </u> UOM: <u>STRAIGHT TIME RATE</u> Unit Price: <input type="text" value="\$60.00"/> Total: <input type="text" value="\$60.00"/> Item Notes: Straight Time - hours between 8:00 am and 6:00 pm (Monday through Friday)
2 8	EQUIPMENT-DUMP TRUCK Quantity: <u> 1 </u> UOM: <u>OVERTIME RATE</u> Unit Price: <input type="text" value="\$60.00"/> Total: <input type="text" value="\$60.00"/> Item Notes: Overtime- Hours between 6:01pm and 7:59 am (Monday through Friday), Weekends and Holidays
2 9	EQUIPMENT-MOUNTED POWER WASHER Quantity: <u> 1 </u> UOM: <u>STRAIGHT TIME RATE</u> Unit Price: <input type="text" value="\$20.00"/> Total: <input type="text" value="\$20.00"/> Item Notes: Straight Time - hours between 8:00 am and 6:00 pm (Monday through Friday)
3 0	EQUIPMENT-MOUNTED POWER WASHER Quantity: <u> 1 </u> UOM: <u>OVERTIME RATE</u> Unit Price: <input type="text" value="\$20.00"/> Total: <input type="text" value="\$20.00"/> Item Notes: Overtime- Hours between 6:01pm and 7:59 am (Monday through Friday), Weekends and Holidays
3 1	EQUIPMENT-CREW TRUCK Quantity: <u> 1 </u> UOM: <u>STRAIGHT TIME RATE</u> Unit Price: <input type="text" value="\$20.00"/> Total: <input type="text" value="\$20.00"/> Item Notes: Straight Time - hours between 8:00 am and 6:00 pm (Monday through Friday)
3 2	EQUIPMENT- CREW TRUCK Quantity: <u> 1 </u> UOM: <u>OVERTIME RATE</u> Unit Price: <input type="text" value="\$20.00"/> Total: <input type="text" value="\$20.00"/> Item Notes: Overtime- Hours between 6:01pm and 7:59 am (Monday through Friday), Weekends and Holidays
3 3	EQUIPMENT-E.R. STAKE TRUCK Quantity: <u> 1 </u> UOM: <u>STRAIGHT TIME RATE</u> Unit Price: <input type="text" value="\$48.00"/> Total: <input type="text" value="\$48.00"/> Item Notes: Straight Time - hours between 8:00 am and 6:00 pm (Monday through Friday)

3 4	EQUIPMENT- E.R. STAKE TRUCK Quantity: <u> 1 </u> UOM: <u>OVERTIME RATE</u> Unit Price: <input type="text" value="\$48.00"/> Total: <input type="text" value="\$48.00"/> Item Notes: Overtime- Hours between 6:01pm and 7:59 am (Monday through Friday), Weekends and Holidays
3 5	EQUIPMENT- CREW VAN W/EQUIPMENT Quantity: <u> 1 </u> UOM: <u>STRAIGHT TIME RATE</u> Unit Price: <input type="text" value="\$20.00"/> Total: <input type="text" value="\$20.00"/> Item Notes: Straight Time - hours between 8:00 am and 6:00 pm (Monday through Friday)
3 6	EQUIPMENT - CREW VAN W/EQUIPMENT Quantity: <u> 1 </u> UOM: <u>OVERTIME RATE</u> Unit Price: <input type="text" value="\$20.00"/> Total: <input type="text" value="\$20.00"/> Item Notes: Overtime- Hours between 6:01pm and 7:59 am (Monday through Friday), Weekends and Holidays
3 7	5 - GALLON BUCKET W/LID Quantity: <u> 1 </u> UOM: <u>EA</u> Unit Price: <input type="text" value="\$33.00"/> Total: <input type="text" value="\$33.00"/>
3 8	30-GALLON METAL CLOSED TOP Quantity: <u> 1 </u> UOM: <u>EA</u> Unit Price: <input type="text" value="\$56.25"/> Total: <input type="text" value="\$56.25"/>
3 9	30-GALLON POLY OPEN TOP Quantity: <u> 1 </u> UOM: <u>EA</u> Unit Price: <input type="text" value="\$57.81"/> Total: <input type="text" value="\$57.81"/>
4 0	30-GALLON POLY CLOSED TOP Quantity: <u> 1 </u> UOM: <u>EA</u> Unit Price: <input type="text" value="\$55.25"/> Total: <input type="text" value="\$55.25"/>
4 1	55-GALLON METAL OPEN TOP Quantity: <u> 1 </u> UOM: <u>EA</u> Unit Price: <input type="text" value="\$75.00"/> Total: <input type="text" value="\$75.00"/>
4 2	55-GALLON POLY OPEN TOP Quantity: <u> 1 </u> UOM: <u>EA</u> Unit Price: <input type="text" value="\$80.00"/> Total: <input type="text" value="\$80.00"/>
4 3	55-GALLON POLY CLOSED TOP Quantity: <u> 1 </u> UOM: <u>EA</u> Unit Price: <input type="text" value="\$80.00"/> Total: <input type="text" value="\$80.00"/>
4 4	ABSORBENT BAG Quantity: <u> 1 </u> UOM: <u>EA</u> Unit Price: <input type="text" value="\$10.00"/> Total: <input type="text" value="\$10.00"/>
4 5	DRUM LINERS Quantity: <u> 1 </u> UOM: <u>EA</u> Unit Price: <input type="text" value="\$4.00"/> Total: <input type="text" value="\$4.00"/>
4 6	SCRUB BRUSH (1 TIME USE-DISPOSE AFTER ONE SITE) Quantity: <u> 1 </u> UOM: <u>EA</u> Unit Price: <input type="text" value="\$4.00"/> Total: <input type="text" value="\$4.00"/>
4 7	4GAS METER Quantity: <u> 1 </u> UOM: <u>EA</u> Unit Price: <input type="text" value="\$10.00"/> Total: <input type="text" value="\$10.00"/>
4 8	LEVEL A PPE Quantity: <u> 1 </u> UOM: <u>EA</u> Unit Price: <input type="text" value="\$250.00"/> Total: <input type="text" value="\$250.00"/>

49	LEVEL B PPE Quantity: <u> 1 </u> UOM: <u>EA</u> Unit Price: <input type="text" value="\$150.00"/> Total: <input type="text" value="\$150.00"/>
50	LEVEL C PPE Quantity: <u> 1 </u> UOM: <u>EA</u> Unit Price: <input type="text" value="\$20.00"/> Total: <input type="text" value="\$20.00"/>
51	LEVEL D PPE Quantity: <u> 1 </u> UOM: <u>EA</u> Unit Price: <input type="text" value="\$0.00"/> Total: <input type="text" value="\$0.00"/>
52	ABSORBENT RAGS Quantity: <u> 1 </u> UOM: <u>EA</u> Unit Price: <input type="text" value="\$0.50"/> Total: <input type="text" value="\$0.50"/>
53	CONTAINMENT WADDLES Quantity: <u> 1 </u> UOM: <u>EA</u> Unit Price: <input type="text" value="\$35.00"/> Total: <input type="text" value="\$35.00"/>
54	BIO-HAZARD BAGS Quantity: <u> 1 </u> UOM: <u>EA</u> Unit Price: <input type="text" value="\$0.85"/> Total: <input type="text" value="\$0.85"/>
55	ADDITIONAL ITEMS NEEDED NOT LISTED ABOVE PLEASE UPLOAD A SEPARATE DOCUMENT WITH ADDITIONAL ITEMS NEEDED AND PROVIDE COST

Response Total: \$3,001.66

**CITY OF NORTH LAS VEGAS
 INVITATION TO BID
 BID B-1645 Hazardous Waste Clean-up
 EXHIBIT A
 OFFER STATEMENT AND BUSINESS INFORMATION**

This Bid is submitted in response to **BID B-1645 Hazardous Waste Clean-up** and constitutes an offer by this company to enter into a contract as described herein.

Ginnie Salazar Logistical Solutions, LLC
 AUTHORIZED SIGNATURE NAME (TYPE OR PRINT) LEGAL NAME OF RESPONDENT

 11/09/2021
 AUTHORIZED SIGNATURE DATE

Executive Director 702-596-2021 702-974-1776
 TITLE TELEPHONE NUMBER FAX NUMBER

4780 W Ann Rd., #5-237
 ADDRESS OF RESPONDENT

North Las Vegas NV 89031
 CITY STATE ZIP CODE

E-MAIL ADDRESS: gsalazar@losonow.com

CNLV-BUSINESS LICENSE NO: 88472

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

<p>FOR INFORMATIONAL PURPOSES ONLY</p> <p>Is this Respondent a Minority, Women or Disabled Veteran Business Enterprise? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes If YES specify <input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE <input type="checkbox"/> DVBE</p> <p>Has this Respondent been certified as a Minority, Women or Disabled Veteran Business Enterprise? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes If YES specify Certifying Agency _____</p> <p>Please attach a copy of your certification.</p>
--

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1645 Hazardous Waste Clean-up
EXHIBIT B**

QUALIFICATIONS AND EXPERIENCE OF RESPONDENT

Name: Logistical Solutions, LLC

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

Logistical Solutions, LLC was founded in 2008 and is a fully certified woman-owned business. Our firm owns and operates a fleet of heavy equipment designed to meet the needs of our clients including vacuum trucks, roll-off trucks, roll-off boxes, industrial power washing and cleaning equipment, emergency response vehicles, delivery trucks, first response gear and more. Our company often designs solutions for our clients that are structured to meet their individual needs, and then preform and execute these projects in the field.

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: Clark County

Company Address: 500 S Grand Central Pkwy. 1st Floor, LV, NV 89155

Point of Contact: Leigh Ann Anders Phone Number: 702-455-8586

E-Mail Address: leigh.ann.anders@clarkcountynv.gov

Brief Description of Contract Scope: Preform hazardous waste disposal services upon request.

Term of Contract (Base plus Option Years): 3yrs with 2 additional one year renewals

Year of Base Contract Award: 2021 Year Contract Completed: On Going

Base Contract Amount: \$ 200,000 Total Contract Amount (including all option years) \$ 250,000

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-1645 Hazardous Waste Clean-up
EXHIBIT B – QUALIFICATIONS AND EXPERIENCE OF RESPONDENT (Continued)**

Example Contract 2:

Company Name: City of North Las Vegas - General Maintenance

Company Address: 2250 Las Vegas Blvd., Ste. 170, North Las Vegas, NV 89030

Point of Contact: Dave Buist Phone Number: _____

E-Mail Address: buistd@cityofnorthlasvegas.com

Brief Description of Contract Scope: Small plumbing, painting, electrical, and carpentry projects throughout the city on an as-needed basis.

Term of Contract (Base plus Option Years): 3yrs with 2 additional one-year extensions

Year of Base Contract Award: 100,000 Year Contract Completed: 2021

Base Contract Amount: \$100,000 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: Clark County Public Works

Company Address: 500 S Grand Central Pkwy. 5th Floor, LV, NV 89155

Point of Contact: Dwayne Ako Phone Number: _____

E-Mail Address: dako@ClarkCountyNV.gov

Brief Description of Contract Scope: Contract for the removal of deceased animals.

Term of Contract (Base plus Option Years): 1yr with 4 one-year extensions

Year of Base Contract Award: 2018 Year Contract Completed: On Going

Base Contract Amount: \$ 53,100 Total Contract Amount (including all option years) \$ 53,100

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)

N/A

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1645 Hazardous Waste Clean-up
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-1645 Hazardous Waste Clean-up
EXHIBIT D- Non-Collusion Affidavit**

State of Nevada County of Clark

Ginnie Salazar being first duly sworn deposes that:

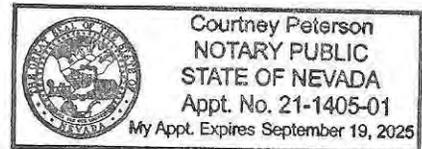
- (1) He/She is the Executive Director of Logistical Solutions, LLC, the Respondent that has submitted the attached Bid.
- (2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is 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: Executive Director

Subscribed and sworn to before me this 9th day of November 2021.


Notary Public

My Commission expires: 09/19/2025





**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1645 Hazardous Waste Clean-up
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.

Ginnie Salazar

AUTHORIZED SIGNATURE NAME (TYPE OR PRINT)

Logistical Solutions, LLC

LEGAL NAME OF RESPONDENT



AUTHORIZED SIGNATURE

11/09/2021

DATE

Executive Director

TITLE

BUSINESS LICENSE

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

Mailing Address:

**LOGISTICAL SOLUTIONS LLC
4780 W ANN RD STE 5-237
NORTH LAS VEGAS, NV 89031**

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: **BL88472** Expiration Date: **03/31/2022**

Type of License: **BUSINESS**

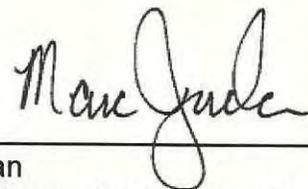
Classification: **BUSINESS CONSULTANT**

Business Location: **LOGISTICAL SOLUTIONS LLC
2485 MARCO ST
LAS VEGAS, NV 89115**

Owner/Principal(s): **LOGISTICAL SOLUTIONS LLC**

**CITY OF
NORTH LAS VEGAS**

Your Community of Choice



Marc Jordan
Director of Land Development & Community
Services

This license is not transferable
POST IN A CONSPICUOUS PLACE



hereby grants

National Women's Business Enterprise Certification

to

Logistical Solutions, LLC

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

Certification Granted: October 31, 2012
Expiration Date: October 31, 2021
WBENC National Certification Number: 2005121210

WBENC National WBE Certification was processed and validated by Women's Business Enterprise Council - West, a WBENC Regional Partner Organization.

Authorized by Pamela Williamson, President & CEO
Women's Business Enterprise Council - West



NAICS: 541620, 238210, 238320, 238910, 541690, 541990, 561790, 562112, 562119, 562910, 562991, 562998
UNSPSC: 25101936, 71161410, 72101500, 72101800, 72101803, 72102200, 72131600, 76101503, 76101600, 76131700, 77000000, 77111500, 77111602, 86101709, 93141808





JOIN FORCES. SUCCEED TOGETHER.

**HEREBY GRANTS
WOMAN OWNED SMALL BUSINESS (WOSB) CERTIFICATION TO**

Logistical Solutions, LLC

The identified small business is an eligible WOSB for the WOSB Program, as set forth in 13 C.F.R. part 127 and has been certified as such by an SBA approved Third Party Certifier pursuant to the Third Party Agreement, dated June 30, 2011, and available at www.sba.gov/wosb.

The WOSB Certification expires on the date herein unless there is a change in the SBA's regulation that makes the WOSB ineligible or there is a change in the WOSB that makes the WOSB ineligible. If either occurs, this WOSB Certification is immediately invalid. The WOSB must not misrepresent its certification status to any other party, including any local or State government or contracting official or the Federal government or any of its contracting officials.

NAICS: 541620, 238210, 238320, 238910, 541690, 561790, 562112, 562119, 562910, 562991, 562998 UNSPSC: 25101936, 71161410, 72101500, 72101800, 72101803, 72102200, 72131600, 76101503, 76101600, 76131700, 76131701, 77000000, 77111500, 77111602, 86101709, 93141808
Certification Number: WOSB172353
Expiration Date: October 31, 2021

Pamela Williamson, Ph.D.
 Pamela Williamson, Women's Business Enterprise Council - West
 President & CEO

Pamela Prince-Eason
 Pamela Prince-Eason, WBENC President & CEO

Laura Taylor
 Laura Taylor, WBENC Vice President



BUSINESS LICENSE

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

Mailing Address:

**LOGISTICAL SOLUTIONS LLC
4780 W ANN RD STE 5-237
NORTH LAS VEGAS, NV 89031**

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: **BL88472** Expiration Date: **03/31/2022**

Type of License: **BUSINESS**

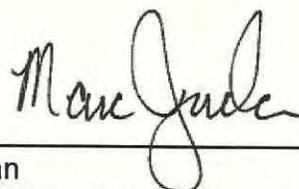
Classification: **BUSINESS CONSULTANT**

Business Location: **LOGISTICAL SOLUTIONS LLC
2485 MARCO ST
LAS VEGAS, NV 89115**

Owner/Principal(s): **LOGISTICAL SOLUTIONS LLC**

**CITY OF
NORTH LAS VEGAS**

Your Community of Choice



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)

10/26/2021

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 AssuredPartners of Nevada LLC 375 E Warm Springs Rd Ste 201 Las Vegas NV 89119		CONTACT NAME: Adrienne Goodrich PHONE (A/C, No, Ext): (702) 638-0022 E-MAIL ADDRESS: adrienne.goodrich@assuredpartners.com		FAX (A/C, No): (702) 638-0050	
INSURED Logistical Solutions LLC 4780 W Ann Rd #5-237 North Las Vegas NV 89031		INSURER(S) AFFORDING COVERAGE			NAIC #
		INSURER A: Admiral Insurance Company (A+, XV)			24856
		INSURER B: Acuity Mutual (A+, XV)			14184
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES**CERTIFICATE NUMBER:** 2021-2022 Master (All)**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	Y	Y	FEI-ECC-25548-03	10/27/2021	10/27/2022	EACH OCCURRENCE \$ 3,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> Pollution Liability						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Professional Liability						PERSONAL & ADV INJURY \$ 3,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 3,000,000	
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 3,000,000	
OTHER:						Deductible \$ 2,500	
B	AUTOMOBILE LIABILITY	Y	Y	ZE2748	10/27/2021	10/27/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> OTHER:						PROPERTY DAMAGE (Per accident) \$
						Deductible \$ 500	
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB			FEI-EXS-25549-03	10/27/2021	10/27/2022	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y / N				PER STATUTE	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		<input type="checkbox"/>		N / A		OTHER	
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$	
						E.L. DISEASE - EA EMPLOYEE \$	
						E.L. DISEASE - POLICY LIMIT \$	
B	Contractor's Equipment			ZE2748	10/27/2021	10/27/2022	Rented/Leased Equip \$250,000

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

City of North Las Vegas, its officers, agents, servants and employees are included as additional insured as respects general liability per the terms of attached form CG2010 0413 and CG2037 0413, attached form CA7214A 1098 as respects auto liability. Primary wording per attached form ECC548 0317 (GL) and CA7214A 1098 (auto). Waiver of subrogation per attached form ECC320 0712 (GL) and CA7247 1016 (auto). All forms apply only when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City Of North Las Vegas 2250 Las Vegas Blvd 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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Additional Insured – Owners, Lessees or Contractors – Completed Operations

In consideration of an additional premium of \$Applied, this endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.	Those project locations where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

1. Required by the contract or agreement; or
- © ISO Properties, Inc., 2016



2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



Automatic Primary and Non-Contributory Insurance Endorsement Designated Work Or Project(s)

This endorsement modifies insurance provided under the Coverage Part(s) indicated below:

COMMERCIAL GENERAL LIABILITY COVERAGE
CONTRACTORS POLLUTION LIABILITY COVERAGE

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the *Named Insured* agrees, in a written contract, to provide Primary and/or Non-contributory status of this insurance. However, this status exists only for the project specified in that contract.

In consideration of an additional premium of \$Applied and notwithstanding anything contained in this policy to the contrary, it is hereby agreed that this policy shall be considered primary to any similar insurance held by third parties in respect to work performed by you under any written contractual agreement with such third party. It is further agreed that any other insurance which the person(s) or organization(s) named in the schedule may have is excess and non-contributory to this insurance.

**ADDITIONAL INSURED - AUTOMATIC STATUS WHEN REQUIRED IN
WRITTEN AGREEMENT WITH YOU - PRIMARY**

CA-7214(10-98)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GARAGE COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

1. Who Is an Insured under Section II - Liability Coverage is amended to include any person or organization with whom you have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such persons or organizations are additional insureds only with respect to liability arising

out of operations performed for the additional insured by you.

2. The coverage provided by this endorsement will be primary and noncontributory with respect to any other coverage available to the additional insured.

3. The Limits of Insurance applicable to the additional insured are those specified in the written contract or agreement or in the Declarations for this Coverage Form, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

A. Temporary Substitute Vehicle Physical Damage

The following is added to item C Certain Trailers, Mobile Equipment and Temporary Substitute Autos under Section I - Covered Autos:

If Physical Damage Coverage is provided by this Coverage Form, any *auto* you do not own while used with permission of its owner as a temporary substitute for a covered *auto* you own that is out of service because of its breakdown, repair, servicing, *loss* or destruction is a covered *auto* for Physical Damage Coverage.

B. Who Is an Insured

The following are added to Who Is an Insured under Section II - Liability Coverage:

1. Newly Acquired Organizations

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. This coverage does not apply to *bodily injury* or *property damage* that occurred before you acquired or formed the organization;
- c. No person or organization is an *insured* with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

2. Employees as Insureds

Any *employee* of yours is an *insured* while using a covered *auto* you do not own, hire or borrow in your business or your personal affairs.

C. Increased Supplementary Payments

1. The limit shown in paragraph A2a(2) of Section II - Liability Coverage is increased to \$3,000.
2. The limit shown in paragraph A2a(4) of Section II - Liability Coverage is increased to \$300.

D. Fellow Employee Coverage

The Fellow Employee Exclusion contained in Section II - Liability Coverage does not apply.

E. Towing for Covered Autos after Covered Losses

The following is added to paragraph A4 Coverage Extensions of Section III - Physical Damage Coverage in the Business Auto Coverage Form and to paragraph - A4 Coverage Extension under Section IV - Physical Damage Coverage in the Motor Carrier Coverage Form and the Towing Coverage endorsement, if it applies to your policy:

If a covered *loss* to a covered *auto* renders the vehicle undriveable, we will pay for reasonable and necessary costs to tow the vehicle to the nearest service or salvage facility. This coverage only applies to a covered *auto* insured for Comprehensive or Collision coverage. Such payments will not reduce the limits of insurance described in C Limit of Insurance.

F. Transportation Expenses

The Transportation Expenses Coverage Extension is replaced by the following:

We will also pay up to \$75 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered *auto* of the private passenger or *light truck* type. We will pay only for those covered *autos* for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered *auto* is returned to use or we pay for its *loss*.

G. Increased Sub-limit for Audio, Visual and Data Electronic Equipment Coverage

The sub-limit shown in paragraph C2 of the Limit of Insurance Provision of Section III - Physical Damage Coverage in the Business Auto Coverage Form is increased to \$3,000.

H. The following are added to Coverage Extensions under Section III - Physical Damage Coverage in the Business Auto Coverage Form and to Section IV - Physical Damage Coverage in the Motor Carrier Coverage Form:

1. Accidental Airbag Discharge

We will pay to replace an airbag that deploys without the car being involved in an accident. This coverage applies only to a covered *auto* which you own.

2. Loan/Lease Gap Coverage

In the event of a total *loss* to a covered *auto* of the private passenger or *light truck*

type, we will pay any unpaid amount due on the lease or loan, less:

- a. The amount paid under the Physical Damage Coverage Section of the policy; and
- b. Any:
 - (1) Overdue lease/loan payments at the time of the *loss*;
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous loans or leases.

3. Hired Auto Physical Damage Coverage

If hired *autos* are covered *autos* for Liability Coverage, then the Physical Damage Coverages provided under this Coverage Form for any *auto* you own are extended to *autos* of the private passenger or *light truck* type which you lease, hire, rent or borrow for a period of 30 days or less, subject to the following limit.

The most we will pay under this extension is the lesser of the actual cash value, the cost of repair or \$50,000, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned *auto* of the private passenger or *light truck* type for that coverage. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered *auto* you own of the private passenger or *light truck* type.

4. Rental Reimbursement Coverage for Private Passenger Vehicles or Light Trucks

- a. This coverage applies only to a covered *auto* of the private passenger or *light truck* type.
- b. We will pay for rental reimbursement expenses incurred by you for the rental of an *auto* because of a covered *loss* to an *auto* to which this extension applies. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered *auto*. No deductibles apply to this coverage.
- c. We will pay only for those expenses incurred during the policy period beginning 24 hours after the *loss* and ending, regardless of the policy's expiration,

with the lesser of the following number of days:

- (1) The number of days reasonably required to repair or replace the covered *auto*. If *loss* is caused by theft, this number of days is added to the number of days it takes to locate the covered *auto* and return it to you.
- (2) 30 days.
- d. Our payment is limited to the lesser of the following amounts:
 - (1) Necessary and actual expenses incurred.
 - (2) \$75 per day to a maximum of \$1,500.
- e. This coverage does not apply while there are spare or reserve *autos* available to you for your operations.
- f. If *loss* results from the total theft of a covered *auto* to which this extension applies, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extensions.
- g. The Rental Reimbursement Coverage described above does not apply to a covered *auto* that is described or designated as a covered *auto* on Rental Reimbursement Coverage Form CA-9923F.

5. Fire Department Service Charge

When the fire department is called to save or protect a covered *auto*, its equipment, its contents, or occupants from a covered *loss*, we will pay up to \$1,000 for your liability for fire department service charges:

- a. Assumed by contract or agreement prior to *loss*; or
- b. Required by local ordinance.

No deductible applies to this additional coverage.

6. Fire Extinguisher Recharge

We will pay the actual cost of recharging or replacing, whichever is less, fire extinguishers kept in your covered *auto* that are intentionally discharged in an attempt to extinguish a fire.

7. Rental Reimbursement, Business Income and Extra Expense Coverage

Limits

The most we will pay for all *loss* for each covered *auto* involved in any one *accident* for Rental Reimbursement, Business Income and Extra Expense combined is \$10,000.

Coverage

a. Rental Reimbursement Coverage

- (1) We will pay for expenses incurred by you during the *period of restoration* for the rental of an *auto* made necessary because of a covered *loss* to a covered *auto* used in your business. The *loss* must be caused by a cause of loss covered under item A1 of Physical Damage Coverage in this Coverage Part.
- (2) This Rental Reimbursement Coverage does not apply to a covered *auto* of the private passenger or *light truck* type because coverage for these vehicles is provided in item 4 of this endorsement.

b. Business Income and Extra Expense Coverage

(1) Business Income Coverage

- (a) Actual Loss Sustained Coverage - We will pay the actual loss of *business income* sustained by you as the result of the necessary suspension of your business during the *period of restoration* due to a *loss* to a covered *auto* used in your business. The *loss* must be caused by a cause of loss covered under item A1 of Physical Damage Coverage in this Coverage Part.
- (b) Specified Amount per Day Coverage - At your option, we will pay up to \$250 per day for a maximum of seven days during the *period of restoration* for income loss. The *loss* must be caused by a cause of loss covered under item A1 of Physical Damage Coverage in this Coverage Part.

(2) Extra Expense Coverage

We will pay the necessary and reasonable *extra expenses* that you incur during the *period of restoration* that you would not have incurred had there been no *loss* to a covered *auto* used in your business. The *loss* must be caused by a cause of loss covered under item A1 of Physical Damage Coverage in this Coverage Part.

Conditions

- a. Any payment for Business Income made under Specified Amount per Day Coverage reduces the payment we

make under any other coverages listed in extension 7.

- b. No other deductible applies to these coverages.
- c. We will not pay under these coverages if you do not repair or replace the covered *auto*.
- d. You must resume all or part of your business as quickly as possible.
- e. If you have other *autos* you can use to reduce the amount of loss payable under these coverages, you are required to use them.
- f. We will not pay for loss or expenses caused by suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the suspension of your business, we will cover such loss that affects your *business income*.
- g. We will pay for expenses you incur to reduce the amount that would otherwise have been payable under this coverage. We will not pay more than the amount by which you actually reduce the *business income* loss or *extra expense* incurred.

8. Fuel in Vehicle Coverage

We will also pay, with respect to a covered *loss*, the actual loss sustained for the *loss* to the fuel used to operate your vehicle but only with respect to a covered *auto*. You must provide documentation supporting your claim for damages.

Deductible

A deductible applies to this coverage. Refer to paragraph N Deductible Applicable to Fuel in Vehicle, Miscellaneous Equipment Used With Covered Vehicle Coverages, and Electronic Logging Devices or Electronic On-Board Recorders Coverages.

9. Miscellaneous Equipment Used With Covered Vehicle Coverage

We will also pay, with respect to a covered *loss*, the actual cash value, repair cost or replacement cost, whichever is less, for *loss* to your *miscellaneous equipment* but only with respect to a covered *auto*.

Exclusions

We will not pay for *loss* caused by:

- a. Theft, unless there are visible signs or marks of forcible entry into the covered *auto* and the theft is reported to law enforcement authorities; or
- b. Mysterious disappearance.

Deductible

A deductible applies to this coverage. Refer to paragraph N Deductible Applicable to Fuel in Vehicle, Miscellaneous Equipment Used With Covered Vehicle Coverages, and Electronic Logging Devices or Electronic On-Board Recorders Coverages.

10. Electronic Logging Devices or Electronic On-Board Recorders

We will also pay, with respect to a covered *loss*, up to \$3,000 for the actual loss sustained to an electronic on-board recorder or electronic logging device permanently installed in the *auto* but only with respect to a covered *auto*.

Deductible

A deductible applies to this coverage. Refer to paragraph N Deductible Applicable to Fuel in Vehicle, Miscellaneous Equipment Used With Covered Vehicle Coverages, and Electronic Logging Devices or Electronic On-Board Recorders Coverages for further information.

I. Deductible Provision

Paragraph D, Deductible of Section III - Physical Damage Coverage in the Business Auto Coverage Form and paragraph D, Deductible of Section IV - Physical Damage Coverage in the Motor Carrier Coverage Form are replaced by the following:

1. For each covered *auto*, our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to *loss* caused by fire or lightning.
2. For combinations of tractor, truck, semi-trailer or trailers when attached together by coupling devices at the time of *loss*, one deductible will apply.
 - a. If more than one *auto* of the combination is damaged or stolen, the largest applicable deductible shown in the Declarations will apply.
 - b. If only one *auto* of the combination is damaged or stolen, the deductible shown in the Declarations for that *auto* will apply.
3. The deductibles will not apply to *loss* caused by a collision of a covered *auto* with any other auto insured by us.
4. If the insured chooses to have a damaged windshield or other glass repaired instead of replaced, no deductible will apply to the loss.

J. Knowledge of Claim or Suit

The following is added to the Duties in the Event of Accident, Claim, Suit or Loss Condition:

Knowledge of an *accident*, claim, *suit* or *loss* by an agent or *employee* of any insured shall not in itself constitute knowledge of the insured unless your partners, executive officers, directors, managers, members or a person who has been designated by them to receive reports of *accidents*, claims, *suits* or *loss* shall have received such notice from the agent or *employee*.

K. Waiver of Subrogation for Written Contracts

The following is added to the Transfer of Rights of Recovery Against Others to Us Condition:

We waive any right of recovery we may have against a person or organization because of payments we make for *bodily injury* or *property damage* arising out of your use of a covered *auto* which occurs while under a contract with that person or organization. The waiver applies only to a person or organization with whom you have a written contract or agreement requiring you to waive the right of recovery under this policy. The written contract or agreement must have been executed prior to the *accident* causing *bodily injury* or *property damage*.

L. Worldwide Coverage Territory for Hired Autos

The following is added to paragraph B7 of Section IV - Business Auto Conditions in the Business Auto Coverage Form and to paragraph B7 of Section V - Motor Carrier Conditions in the Motor Carrier Coverage Form:

With respect to *autos* hired for 30 days or less, the coverage territory is extended to include all parts of the world if the insured's responsibility to pay damages is determined in a suit in the United States of America (including its territories and possessions), Puerto Rico or Canada or in a settlement we agree to.

M. Mental Anguish Coverage

The Definition of *bodily injury* is amended to include mental anguish.

N. Deductible Applicable to Fuel in Vehicle, Miscellaneous Equipment Used With Covered Vehicle Coverages and Electronic Logging Devices or Electronic On-Board Recorders

1. If *loss* to property covered by these extensions is the result of a *loss* to the covered *auto* under this Coverage Form's Comprehensive or Collision Coverage, then for each covered *auto* our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any

Comprehensive Coverage deductible shown in the Declarations does not apply to *loss* to property covered by an extension caused by fire or lightning.

2. If *loss* to property covered by these extensions is the result of a *loss* to the covered *auto* under this Coverage Form's Specified Causes of Loss Coverage, then for each covered *auto* our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.
3. In the event that there is more than one applicable deductible, only the highest deductible will apply. In no event will more than one deductible apply.

O. Coverage Extensions Definitions

1. "*Business income*" means the:
 - a. Net income (Net profit or loss before income taxes) that would have been earned or incurred if no *loss* would have occurred; and
 - b. Continuing normal operating expenses incurred, including payroll.
2. "*Extra expense*" means those expenses you incur to avoid or minimize the suspension of business and to continue your business operations.
3. "*Light truck*" means a truck with a gross vehicle weight of 10,000 pounds or less.

4. "*Miscellaneous equipment*" means hand trucks, dollies, pallets, pads, covers, binders, tarps, tie-downs, chains and other similar equipment used in the handling of property being transported.

5. "*Period of restoration*" means the period of time that:

a. Begins:

- (1) Twenty-four hours after the time of *loss* for Rental Reimbursement Coverage or Business Income Coverage; or
- (2) Immediately after the time of *loss* for Extra Expense Coverage; and

b. Ends at the earliest of:

- (1) The time required to resume your normal business operations; or
- (2) The time that is reasonably necessary to repair or replace the covered *auto*.

Period of restoration does not include any increased period required due to the enforcement of any ordinance or law that requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of pollutants.

The expiration date of this policy will not cut short the *period of restoration*.



Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization

In consideration of an additional premium of \$Applied, this endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.	Those project locations where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:



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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed;
or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



Automatic Waiver of Subrogation Endorsement

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) to whom the *Named Insured* agrees, in a written contract, to provide a waiver of subrogation. However, this status exists only for the project specified in that contract.

The Company waives any right of recovery it may have against the person or organization shown in the above Schedule because of payments the Company makes for injury or damage arising out of the *insured's* work done under a contract with that person or organization. The waiver applies only to the person or organization in the above Schedule.

Under no circumstances shall this endorsement act to extend the policy period, change the scope of coverage or increase the Aggregate Limits of Insurance shown in the Declarations.

CERTIFICATE of COVERAGE
Workers' Compensation
Nevada Transportation Network Self Insured Group &
Safety National Casualty Corporation - AM Best Rated A+ 14
NAIC #15105

575 S. Saliman Road
Carson City, NV 89701-5000
Phone: (775) 887-2480 Fax: (775) 887-2481

MEMBER COMPANY	
Logistical Solutions LLC dba Logistical Solutions LLC	Policy No : NTN15578-2022-01
4780 W Ann Rd #5-237 N Las Vegas, NV 89031	

Dates of Coverage: 12:01 AM on 01/01/2022 to 12:01 AM on 01/01/2023

This is to certify that the above named employer has secured coverage for his employees under the Nevada Workers Compensation Act by qualifying as a member of the Nevada Transportation Network Self Insured Group. The Self Insured Group is an Association of Self Insured private employers authorized by the Nevada Insurance Division to pay Workers Compensation Benefits to employees of its member companies under Chapters 616 and 617 of the Nevada Revised Statutes. The State of Nevada issued it Certification Number 5001 to the Nevada Transportation Network Self Insured Group effective Wednesday, October 18, 1995.

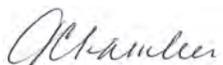
CERTIFICATE HOLDER: City of North Las Vegas	JOB DESCRIPTIONS: All Nevada Jobs
2250 Las Vegas Blvd., North North Las Vegas, NV 89030	

LIMITS OF LIABILITY:	WORKERS COMPENSATION	STATUTORY
OPERATIONS COVERED :	NEVADA	
EXCESS WORKERS COMP INSURANCE :	Safety National Casualty	
EMPLOYER'S LIABILITY LIMIT :	\$1,000,000/\$1,000,000/\$1,000,000	

This Certificate is issued as a matter of information only. Should the member company's enrollment in the Self Insured Group be terminated before the date of expiration shown above, for any cause, the Nevada Transportation Network Self Insured Group and the Safety National Casualty Corporation will endeavor to mail 30 days written notice of such termination to the Certificate Holder named above. However, failure to mail such notice shall impose no obligation or liability upon the Nevada Transportation Network Self Insured Group or the Safety National Casualty Corporation, the Association Administrator, or any Party acting as a Trustee, Officer, Agent, or Appointee of the Nevada Transportation Network Self Insured Group or the Safety National Casualty Corporation.
NOTICE: Any extension of coverage, or the addition of another "insured", may only be added by written endorsement executed by the Group and cannot be extended by the member under this certificate.

Dated At
Carson City,

Nevada : January 1, 2022

By: 

Title: Director - Underwriting
and Government Relations

EXHIBIT B

FIRST AMENDMENT

Please see attached page(s).

**FIRST AMENDMENT TO THE HAZARDOUS WASTE CLEAN-UP
SERVICE AGREEMENT**

This First Amendment to the Hazardous Waste Clean-Up Service Agreement (“First Amendment”) is effective 08/31/2022 08:01:55 PDT (“Effective Date”) by and between the City of North Las Vegas, a Nevada municipal corporation (“City”) and Logistical Solutions, LLC, a Nevada limited liability company (“Services Provider”).

RECITALS

WHEREAS, on February 7, 2022, the City and Services Provider, entered into the Hazardous Waste Clean Up Service Agreement (“Original Agreement”), under which the Provider agreed to conduct as-needed hazardous waste cleanup services throughout the city; a copy of the Original Agreement is attached hereto as “Exhibit A” (79 pages); and

WHEREAS, the City wishes to increase the annual not-to-exceed amount of the Agreement from Eighty-Two Thousand, Five Hundred Dollars and 00/100 (\$82,500.00) to an annual not-to-exceed amount of Ninety-Nine Thousand Dollars and 00/100 (\$99,000.00); and

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

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

AGREEMENT

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

“Provider will provide the Services on an as-needed basis in the amount not to exceed \$99,000.00, which includes all fees for time and labor, overhead materials, equipment, insurance, licenses, and any other costs. Periodic progress billings will be due and payable within 30 days of presentation of invoice, provided that each invoice is complete, correct, and undisputed by the City. The total not-to-exceed amount of this Agreement is Two Hundred Ninety-Seven Thousand Dollars and 00/100 (\$297,000.00)”.

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

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

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

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

City of North Las Vegas,
a Nevada municipal corporation

Logistical Solutions, LLC
a Nevada limited liability company

By: 
Ryann Juden, City Manager

By: 
Name: Ginnie Salazar
Title: Executive Director

Attest:
By: 
Jackie Rodgers, City Clerk

Approved as to Form:
By: 
Micaela Rustia Moore, City Attorney

EXHIBIT A

ORIGINAL AGREEMENT

Please see attached page(s).

BUSINESS LICENSE

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

Mailing Address:

**LOGISTICAL SOLUTIONS LLC
4780 W ANN RD STE 5-237
NORTH LAS VEGAS, NV 89031**

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: **BL88472** Expiration Date: **03/31/2023**

License Type: **BUSINESS**

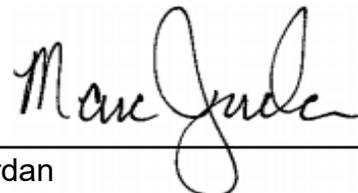
Classification: **BUSINESS CONSULTANT**

Business Location: **LOGISTICAL SOLUTIONS LLC
2485 MARCO ST
LAS VEGAS, NV 89115**

Owner/Principal(s): **LOGISTICAL SOLUTIONS LLC**

**CITY OF
NORTH LAS VEGAS**

Your Community of Choice



Marc Jordan
Director of Land Development &
Community Services

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



Additional Insured – Owners, Lessees or Contractors – Completed Operations

In consideration of an additional premium of \$Applied, this endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.	Those project locations where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

1. Required by the contract or agreement; or
- © ISO Properties, Inc., 2016



2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



Automatic Primary and Non-Contributory Insurance Endorsement Designated Work Or Project(s)

This endorsement modifies insurance provided under the Coverage Part(s) indicated below:

COMMERCIAL GENERAL LIABILITY COVERAGE
CONTRACTORS POLLUTION LIABILITY COVERAGE

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the *Named Insured* agrees, in a written contract, to provide Primary and/or Non-contributory status of this insurance. However, this status exists only for the project specified in that contract.

In consideration of an additional premium of \$Applied and notwithstanding anything contained in this policy to the contrary, it is hereby agreed that this policy shall be considered primary to any similar insurance held by third parties in respect to work performed by you under any written contractual agreement with such third party. It is further agreed that any other insurance which the person(s) or organization(s) named in the schedule may have is excess and non-contributory to this insurance.

ADDITIONAL INSURED - AUTOMATIC STATUS WHEN REQUIRED IN WRITTEN AGREEMENT WITH YOU - PRIMARY

CA-7214(10-98)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GARAGE COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

1. Who Is an Insured under Section II - Liability Coverage is amended to include any person or organization with whom you have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such persons or organizations are additional insureds only with respect to liability arising

out of operations performed for the additional insured by you.

2. The coverage provided by this endorsement will be primary and noncontributory with respect to any other coverage available to the additional insured.

3. The Limits of Insurance applicable to the additional insured are those specified in the written contract or agreement or in the Declarations for this Coverage Form, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

A. Temporary Substitute Vehicle Physical Damage

The following is added to item C Certain Trailers, Mobile Equipment and Temporary Substitute Autos under Section I - Covered Autos:

If Physical Damage Coverage is provided by this Coverage Form, any *auto* you do not own while used with permission of its owner as a temporary substitute for a covered *auto* you own that is out of service because of its breakdown, repair, servicing, *loss* or destruction is a covered *auto* for Physical Damage Coverage.

B. Who Is an Insured

The following are added to Who Is an Insured under Section II - Liability Coverage:

1. Newly Acquired Organizations

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. This coverage does not apply to *bodily injury* or *property damage* that occurred before you acquired or formed the organization;
- c. No person or organization is an *insured* with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

2. Employees as Insureds

Any *employee* of yours is an *insured* while using a covered *auto* you do not own, hire or borrow in your business or your personal affairs.

C. Increased Supplementary Payments

1. The limit shown in paragraph A2a(2) of Section II - Liability Coverage is increased to \$3,000.
2. The limit shown in paragraph A2a(4) of Section II - Liability Coverage is increased to \$300.

D. Fellow Employee Coverage

The Fellow Employee Exclusion contained in Section II - Liability Coverage does not apply.

E. Towing for Covered Autos after Covered Losses

The following is added to paragraph A4 Coverage Extensions of Section III - Physical Damage Coverage in the Business Auto Coverage Form and to paragraph - A4 Coverage Extension under Section IV - Physical Damage Coverage in the Motor Carrier Coverage Form and the Towing Coverage endorsement, if it applies to your policy:

If a covered *loss* to a covered *auto* renders the vehicle undriveable, we will pay for reasonable and necessary costs to tow the vehicle to the nearest service or salvage facility. This coverage only applies to a covered *auto* insured for Comprehensive or Collision coverage. Such payments will not reduce the limits of insurance described in C Limit of Insurance.

F. Transportation Expenses

The Transportation Expenses Coverage Extension is replaced by the following:

We will also pay up to \$75 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered *auto* of the private passenger or *light truck* type. We will pay only for those covered *autos* for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered *auto* is returned to use or we pay for its *loss*.

G. Increased Sub-limit for Audio, Visual and Data Electronic Equipment Coverage

The sub-limit shown in paragraph C2 of the Limit of Insurance Provision of Section III - Physical Damage Coverage in the Business Auto Coverage Form is increased to \$3,000.

H. The following are added to Coverage Extensions under Section III - Physical Damage Coverage in the Business Auto Coverage Form and to Section IV - Physical Damage Coverage in the Motor Carrier Coverage Form:

1. Accidental Airbag Discharge

We will pay to replace an airbag that deploys without the car being involved in an accident. This coverage applies only to a covered *auto* which you own.

2. Loan/Lease Gap Coverage

In the event of a total *loss* to a covered *auto* of the private passenger or *light truck*

type, we will pay any unpaid amount due on the lease or loan, less:

- a. The amount paid under the Physical Damage Coverage Section of the policy; and
- b. Any:
 - (1) Overdue lease/loan payments at the time of the *loss*;
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous loans or leases.

3. Hired Auto Physical Damage Coverage

If hired *autos* are covered *autos* for Liability Coverage, then the Physical Damage Coverages provided under this Coverage Form for any *auto* you own are extended to *autos* of the private passenger or *light truck* type which you lease, hire, rent or borrow for a period of 30 days or less, subject to the following limit.

The most we will pay under this extension is the lesser of the actual cash value, the cost of repair or \$50,000, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned *auto* of the private passenger or *light truck* type for that coverage. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered *auto* you own of the private passenger or *light truck* type.

4. Rental Reimbursement Coverage for Private Passenger Vehicles or Light Trucks

- a. This coverage applies only to a covered *auto* of the private passenger or *light truck* type.
- b. We will pay for rental reimbursement expenses incurred by you for the rental of an *auto* because of a covered *loss* to an *auto* to which this extension applies. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered *auto*. No deductibles apply to this coverage.
- c. We will pay only for those expenses incurred during the policy period beginning 24 hours after the *loss* and ending, regardless of the policy's expiration,

with the lesser of the following number of days:

- (1) The number of days reasonably required to repair or replace the covered *auto*. If *loss* is caused by theft, this number of days is added to the number of days it takes to locate the covered *auto* and return it to you.
- (2) 30 days.
- d. Our payment is limited to the lesser of the following amounts:
 - (1) Necessary and actual expenses incurred.
 - (2) \$75 per day to a maximum of \$1,500.
- e. This coverage does not apply while there are spare or reserve *autos* available to you for your operations.
- f. If *loss* results from the total theft of a covered *auto* to which this extension applies, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extensions.
- g. The Rental Reimbursement Coverage described above does not apply to a covered *auto* that is described or designated as a covered *auto* on Rental Reimbursement Coverage Form CA-9923F.

5. Fire Department Service Charge

When the fire department is called to save or protect a covered *auto*, its equipment, its contents, or occupants from a covered *loss*, we will pay up to \$1,000 for your liability for fire department service charges:

- a. Assumed by contract or agreement prior to *loss*; or
- b. Required by local ordinance.

No deductible applies to this additional coverage.

6. Fire Extinguisher Recharge

We will pay the actual cost of recharging or replacing, whichever is less, fire extinguishers kept in your covered *auto* that are intentionally discharged in an attempt to extinguish a fire.

7. Rental Reimbursement, Business Income and Extra Expense Coverage

Limits

The most we will pay for all *loss* for each covered *auto* involved in any one *accident* for Rental Reimbursement, Business Income and Extra Expense combined is \$10,000.

Coverage

a. Rental Reimbursement Coverage

- (1) We will pay for expenses incurred by you during the *period of restoration* for the rental of an *auto* made necessary because of a covered *loss* to a covered *auto* used in your business. The *loss* must be caused by a cause of loss covered under item A1 of Physical Damage Coverage in this Coverage Part.
- (2) This Rental Reimbursement Coverage does not apply to a covered *auto* of the private passenger or *light truck* type because coverage for these vehicles is provided in item 4 of this endorsement.

b. Business Income and Extra Expense Coverage

(1) Business Income Coverage

- (a) Actual Loss Sustained Coverage - We will pay the actual loss of *business income* sustained by you as the result of the necessary suspension of your business during the *period of restoration* due to a *loss* to a covered *auto* used in your business. The *loss* must be caused by a cause of loss covered under item A1 of Physical Damage Coverage in this Coverage Part.
- (b) Specified Amount per Day Coverage - At your option, we will pay up to \$250 per day for a maximum of seven days during the *period of restoration* for income loss. The *loss* must be caused by a cause of loss covered under item A1 of Physical Damage Coverage in this Coverage Part.

(2) Extra Expense Coverage

We will pay the necessary and reasonable *extra expenses* that you incur during the *period of restoration* that you would not have incurred had there been no *loss* to a covered *auto* used in your business. The *loss* must be caused by a cause of loss covered under item A1 of Physical Damage Coverage in this Coverage Part.

Conditions

- a. Any payment for Business Income made under Specified Amount per Day Coverage reduces the payment we

make under any other coverages listed in extension 7.

- b. No other deductible applies to these coverages.
- c. We will not pay under these coverages if you do not repair or replace the covered *auto*.
- d. You must resume all or part of your business as quickly as possible.
- e. If you have other *autos* you can use to reduce the amount of loss payable under these coverages, you are required to use them.
- f. We will not pay for loss or expenses caused by suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the suspension of your business, we will cover such loss that affects your *business income*.
- g. We will pay for expenses you incur to reduce the amount that would otherwise have been payable under this coverage. We will not pay more than the amount by which you actually reduce the *business income* loss or *extra expense* incurred.

8. Fuel in Vehicle Coverage

We will also pay, with respect to a covered *loss*, the actual loss sustained for the *loss* to the fuel used to operate your vehicle but only with respect to a covered *auto*. You must provide documentation supporting your claim for damages.

Deductible

A deductible applies to this coverage. Refer to paragraph N Deductible Applicable to Fuel in Vehicle, Miscellaneous Equipment Used With Covered Vehicle Coverages, and Electronic Logging Devices or Electronic On-Board Recorders Coverages.

9. Miscellaneous Equipment Used With Covered Vehicle Coverage

We will also pay, with respect to a covered *loss*, the actual cash value, repair cost or replacement cost, whichever is less, for *loss* to your *miscellaneous equipment* but only with respect to a covered *auto*.

Exclusions

We will not pay for *loss* caused by:

- a. Theft, unless there are visible signs or marks of forcible entry into the covered *auto* and the theft is reported to law enforcement authorities; or
- b. Mysterious disappearance.

Deductible

A deductible applies to this coverage. Refer to paragraph N Deductible Applicable to Fuel in Vehicle, Miscellaneous Equipment Used With Covered Vehicle Coverages, and Electronic Logging Devices or Electronic On-Board Recorders Coverages.

10. Electronic Logging Devices or Electronic On-Board Recorders

We will also pay, with respect to a covered *loss*, up to \$3,000 for the actual loss sustained to an electronic on-board recorder or electronic logging device permanently installed in the *auto* but only with respect to a covered *auto*.

Deductible

A deductible applies to this coverage. Refer to paragraph N Deductible Applicable to Fuel in Vehicle, Miscellaneous Equipment Used With Covered Vehicle Coverages, and Electronic Logging Devices or Electronic On-Board Recorders Coverages for further information.

I. Deductible Provision

Paragraph D, Deductible of Section III - Physical Damage Coverage in the Business Auto Coverage Form and paragraph D, Deductible of Section IV - Physical Damage Coverage in the Motor Carrier Coverage Form are replaced by the following:

1. For each covered *auto*, our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to *loss* caused by fire or lightning.
2. For combinations of tractor, truck, semi-trailer or trailers when attached together by coupling devices at the time of *loss*, one deductible will apply.
 - a. If more than one *auto* of the combination is damaged or stolen, the largest applicable deductible shown in the Declarations will apply.
 - b. If only one *auto* of the combination is damaged or stolen, the deductible shown in the Declarations for that *auto* will apply.
3. The deductibles will not apply to *loss* caused by a collision of a covered *auto* with any other auto insured by us.
4. If the insured chooses to have a damaged windshield or other glass repaired instead of replaced, no deductible will apply to the loss.

J. Knowledge of Claim or Suit

The following is added to the Duties in the Event of Accident, Claim, Suit or Loss Condition:

Knowledge of an *accident*, claim, *suit* or *loss* by an agent or *employee* of any insured shall not in itself constitute knowledge of the insured unless your partners, executive officers, directors, managers, members or a person who has been designated by them to receive reports of *accidents*, claims, *suits* or *loss* shall have received such notice from the agent or *employee*.

K. Waiver of Subrogation for Written Contracts

The following is added to the Transfer of Rights of Recovery Against Others to Us Condition:

We waive any right of recovery we may have against a person or organization because of payments we make for *bodily injury* or *property damage* arising out of your use of a covered *auto* which occurs while under a contract with that person or organization. The waiver applies only to a person or organization with whom you have a written contract or agreement requiring you to waive the right of recovery under this policy. The written contract or agreement must have been executed prior to the *accident* causing *bodily injury* or *property damage*.

L. Worldwide Coverage Territory for Hired Autos

The following is added to paragraph B7 of Section IV - Business Auto Conditions in the Business Auto Coverage Form and to paragraph B7 of Section V - Motor Carrier Conditions in the Motor Carrier Coverage Form:

With respect to *autos* hired for 30 days or less, the coverage territory is extended to include all parts of the world if the insured's responsibility to pay damages is determined in a suit in the United States of America (including its territories and possessions), Puerto Rico or Canada or in a settlement we agree to.

M. Mental Anguish Coverage

The Definition of *bodily injury* is amended to include mental anguish.

N. Deductible Applicable to Fuel in Vehicle, Miscellaneous Equipment Used With Covered Vehicle Coverages and Electronic Logging Devices or Electronic On-Board Recorders

1. If *loss* to property covered by these extensions is the result of a *loss* to the covered *auto* under this Coverage Form's Comprehensive or Collision Coverage, then for each covered *auto* our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any

Comprehensive Coverage deductible shown in the Declarations does not apply to *loss* to property covered by an extension caused by fire or lightning.

2. If *loss* to property covered by these extensions is the result of a *loss* to the covered *auto* under this Coverage Form's Specified Causes of Loss Coverage, then for each covered *auto* our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.
3. In the event that there is more than one applicable deductible, only the highest deductible will apply. In no event will more than one deductible apply.

O. Coverage Extensions Definitions

1. "*Business income*" means the:
 - a. Net income (Net profit or loss before income taxes) that would have been earned or incurred if no *loss* would have occurred; and
 - b. Continuing normal operating expenses incurred, including payroll.
2. "*Extra expense*" means those expenses you incur to avoid or minimize the suspension of business and to continue your business operations.
3. "*Light truck*" means a truck with a gross vehicle weight of 10,000 pounds or less.

4. "*Miscellaneous equipment*" means hand trucks, dollies, pallets, pads, covers, binders, tarps, tie-downs, chains and other similar equipment used in the handling of property being transported.

5. "*Period of restoration*" means the period of time that:

a. Begins:

- (1) Twenty-four hours after the time of *loss* for Rental Reimbursement Coverage or Business Income Coverage; or
- (2) Immediately after the time of *loss* for Extra Expense Coverage; and

b. Ends at the earliest of:

- (1) The time required to resume your normal business operations; or
- (2) The time that is reasonably necessary to repair or replace the covered *auto*.

Period of restoration does not include any increased period required due to the enforcement of any ordinance or law that requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of pollutants.

The expiration date of this policy will not cut short the *period of restoration*.



Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization

In consideration of an additional premium of \$Applied, this endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.	Those project locations where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:



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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed;
or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



Automatic Waiver of Subrogation Endorsement

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) to whom the *Named Insured* agrees, in a written contract, to provide a waiver of subrogation. However, this status exists only for the project specified in that contract.

The Company waives any right of recovery it may have against the person or organization shown in the above Schedule because of payments the Company makes for injury or damage arising out of the *insured's* work done under a contract with that person or organization. The waiver applies only to the person or organization in the above Schedule.

Under no circumstances shall this endorsement act to extend the policy period, change the scope of coverage or increase the Aggregate Limits of Insurance shown in the Declarations.

CERTIFICATE of COVERAGE
Workers' Compensation
Nevada Transportation Network Self Insured Group &
Safety National Casualty Corporation - AM Best Rated A+ 14
NAIC #15105

575 S. Saliman Road
 Carson City, NV 89701-5000
 Phone: (775) 887-2480 Fax: (775) 887-2481

MEMBER COMPANY	
Logistical Solutions LLC dba Logistical Solutions LLC	Policy No : NTN15578-2022-01
4780 W Ann Rd #5-237 N Las Vegas, NV 89031	

Dates of Coverage: 12:01 AM on 01/01/2022 to 12:01 AM on 01/01/2023

This is to certify that the above named employer has secured coverage for his employees under the Nevada Workers Compensation Act by qualifying as a member of the Nevada Transportation Network Self Insured Group. The Self Insured Group is an Association of Self Insured private employers authorized by the Nevada Insurance Division to pay Workers Compensation Benefits to employees of its member companies under Chapters 616 and 617 of the Nevada Revised Statutes. The State of Nevada issued it Certification Number 5001 to the Nevada Transportation Network Self Insured Group effective Wednesday, October 18, 1995.

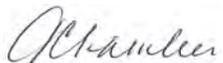
CERTIFICATE HOLDER: City of North Las Vegas	JOB DESCRIPTIONS: All Nevada Jobs
2250 Las Vegas Blvd., North North Las Vegas, NV 89030	

LIMITS OF LIABILITY:	WORKERS COMPENSATION	STATUTORY
OPERATIONS COVERED :	NEVADA	
EXCESS WORKERS COMP INSURANCE :	Safety National Casualty	
EMPLOYER'S LIABILITY LIMIT :	\$1,000,000/\$1,000,000/\$1,000,000	

This Certificate is issued as a matter of information only. Should the member company's enrollment in the Self Insured Group be terminated before the date of expiration shown above, for any cause, the Nevada Transportation Network Self Insured Group and the Safety National Casualty Corporation will endeavor to mail 30 days written notice of such termination to the Certificate Holder named above. However, failure to mail such notice shall impose no obligation or liability upon the Nevada Transportation Network Self Insured Group or the Safety National Casualty Corporation, the Association Administrator, or any Party acting as a Trustee, Officer, Agent, or Appointee of the Nevada Transportation Network Self Insured Group or the Safety National Casualty Corporation.
NOTICE: Any extension of coverage, or the addition of another "insured", may only be added by written endorsement executed by the Group and cannot be extended by the member under this certificate.

Dated At
Carson City,

Nevada : January 1, 2022

By: 

Title: Director - Underwriting
 and Government Relations

EXHIBIT C

INCREASE REQUEST

Please see attached page(s).

January 3, 2023

Joy Yoshida
City of North Las Vegas
2250 Las Vegas Blvd., N., Suite 710
North Las Vegas, NV 89030



Regarding: *Proposed Increase for Bid Number B-1645*
Annual Requirements Contract for City Wide
Hazardous Waste Clean-Up

Dear Ms. Yoshida,

Logistical Solutions would like to submit a proposed increase of 15% across the entirety of the above referenced contract. The cost of supplies, vehicles, and waste disposal facilities has undergone a substantial increase since the award of the initial contract. Upon approval of this increase, we would ask that the new rates take effect starting February 1, 2023.

Should you have any questions, please do not hesitate to contact our offices.

Respectfully submitted,

Logistical Solutions, LLC

A handwritten signature in black ink, appearing to read 'G Salazar', written in a cursive style.

Ginnie Salazar
Executive Director

BUSINESS LICENSE

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

Mailing Address:

**LOGISTICAL SOLUTIONS LLC
4780 W ANN RD STE 5-237
NORTH LAS VEGAS, NV 89031**

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: **BL88472** Expiration Date: **03/31/2023**

Type of License: **BUSINESS**

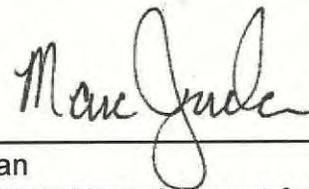
Classification: **BUSINESS CONSULTANT**

Business Location: **LOGISTICAL SOLUTIONS LLC
2485 MARCO ST
LAS VEGAS, NV 89115**

Owner/Principal(s): **LOGISTICAL SOLUTIONS LLC**

**CITY OF
NORTH LAS VEGAS**

Your Community of Choice



Marc Jordan
Director of Land Development & Community
Services

This license is not transferable
POST IN A CONSPICUOUS PLACE

CERTIFICATE of COVERAGE
Workers' Compensation
Nevada Transportation Network Self Insured Group &
Safety National Casualty Corporation - AM Best Rated A++
NAIC #15105

575 S. Saliman Road
Carson City, NV 89701-5000
Phone: (775) 887-2480 Fax: (775) 887-2481

MEMBER COMPANY

Logistical Solutions LLC dba Logistical Solutions LLC

Policy No : NTN15578-2023-01

4780 W Ann Rd #5-237
N Las Vegas, NV 89031

Dates of Coverage:

12:01 AM on 01/01/2023 to 12:01 AM on 01/01/2024

This is to certify that the above named employer has secured coverage for his employees under the Nevada Workers Compensation Act by qualifying as a member of the Nevada Transportation Network Self Insured Group. The Self Insured Group is an Association of Self Insured private employers authorized by the Nevada Insurance Division to pay Workers Compensation Benefits to employees of its member companies under Chapters 616 and 617 of the Nevada Revised Statutes. The State of Nevada issued it Certification Number 5001 to the Nevada Transportation Network Self Insured Group effective Wednesday, October 18, 1995.

CERTIFICATE HOLDER:

City of North Las Vegas

JOB DESCRIPTIONS:

All Nevada Jobs

2250 Las Vegas Blvd., North
North Las Vegas, NV 89030

LIMITS OF LIABILITY:

WORKERS COMPENSATION

STATUTORY

OPERATIONS COVERED :

NEVADA

EXCESS WORKERS COMP INSURANCE :

Safety National Casualty

EMPLOYER'S LIABILITY LIMIT :

\$1,000,000/\$1,000,000/\$1,000,000

This Certificate is issued as a matter of information only. Should the member company's enrollment in the Self Insured Group be terminated before the date of expiration shown above, for any cause, the Nevada Transportation Network Self Insured Group and the Safety National Casualty Corporation will mail 30 days written notice of such termination to the Certificate Holder named above. However, failure to mail such notice shall impose no obligation or liability upon the Nevada Transportation Network Self Insured Group or the Safety National Casualty Corporation, the Association Administrator, or any Party acting as a Trustee, Officer, Agent, or Appointee of the Nevada Transportation Network Self Insured Group or the Safety National Casualty Corporation.

NOTICE: Any extension of coverage, or the addition of another "insured", may only be added by written endorsement executed by the Group and cannot be extended by the member under this certificate.

Dated At
Carson City,

Nevada : January 1, 2023

By:



Title: Director - Underwriting
and Government Relations

**Nevada Transportation Network Self Insured Group &
Safety National Casualty Corporation - AM Best Rated A++
NAIC #15105**

575 S. Saliman Road
Carson City, NV 89701-5000
Phone: (775) 887-2480 Fax: (775) 887-2481

January 1, 2023

Insured: Logistical Solutions LLC dba Logistical Solutions LLC
Member No: NTN15578
Policy No: NTN15578-2023-01

CERTIFICATE HOLDER:

City of North Las Vegas

2250 Las Vegas Blvd., North

North Las Vegas, NV 89030

Effective: 12:01 AM on 01/01/2023 to 12:01 AM on 01/01/2024

This policy is changed to provide:

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

We have the right to recover from anyone liable for loss, all payments, which we have made to the Insured. We agree to allow the Insured to waive this right only to the extent that the Insured performs work under a written contract that requires the Insured to waive his rights of subrogation and the contract was executed before the loss.



Terri Chambers

Director - Underwriting and Government Relations



Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization

In consideration of an additional premium of \$Applied, this endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.	Those project locations where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:



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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed;
or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



Additional Insured – Owners, Lessees or Contractors – Completed Operations

In consideration of an additional premium of \$Applied, this endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.	Those project locations where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

1. Required by the contract or agreement; or
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2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



Automatic Primary and Non-Contributory Insurance Endorsement Designated Work Or Project(s)

This endorsement modifies insurance provided under the Coverage Part(s) indicated below:

COMMERCIAL GENERAL LIABILITY COVERAGE
CONTRACTORS POLLUTION LIABILITY COVERAGE

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the *Named Insured* agrees, in a written contract, to provide Primary and/or Non-contributory status of this insurance. However, this status exists only for the project specified in that contract.

In consideration of an additional premium of \$Applied and notwithstanding anything contained in this policy to the contrary, it is hereby agreed that this policy shall be considered primary to any similar insurance held by third parties in respect to work performed by you under any written contractual agreement with such third party. It is further agreed that any other insurance which the person(s) or organization(s) named in the schedule may have is excess and non-contributory to this insurance.



Automatic Waiver of Subrogation Endorsement

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) to whom the *Named Insured* agrees, in a written contract, to provide a waiver of subrogation. However, this status exists only for the project specified in that contract.

The Company waives any right of recovery it may have against the person or organization shown in the above Schedule because of payments the Company makes for injury or damage arising out of the *insured's* work done under a contract with that person or organization. The waiver applies only to the person or organization in the above Schedule.

Under no circumstances shall this endorsement act to extend the policy period, change the scope of coverage or increase the Aggregate Limits of Insurance shown in the Declarations.

Blanket Additional Insured Endorsement

This endorsement modifies insurance provided by the Commercial Auto Policy, Motor Truck Cargo Legal Liability Coverage Endorsement, and/or Commercial General Liability Coverage Endorsement, as appears on the **declarations page**. All terms and conditions of the policy apply unless modified by this endorsement.

If **you** pay the fee for this Blanket Additional Insured Endorsement, **we** agree with **you** that any person or organization with whom **you** have executed a written agreement prior to any **loss** is added as an additional **insured** with respect to such liability coverage as is afforded by the policy, but this insurance applies to such additional **insured** only as a person or organization liable for **your** operations and then only to the extent of that liability. This endorsement does not apply to acts, omissions, products, work, or operations of the additional **insured**.

Regardless of the provisions of paragraph a. and b. of the "Other Insurance" clause of this policy, if the person or organization with whom **you** have executed a written agreement has other insurance under which it is the first named **insured** and that insurance also applies, then this insurance is primary to and non-contributory with that other insurance when the written contract or agreement between **you** and that person or organization, signed and executed by **you** before the **bodily injury or property damage** occurs and in effect during the policy period, requires this insurance to be primary and non-contributory.

In no way does this endorsement waive the "Other Insurance" clause of the policy, nor make this policy primary to third parties hired by the **insured** to perform work for the **insured** or on the **insured's** behalf.

ALL OTHER TERMS, LIMITS, AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.

Blanket Waiver of Subrogation Endorsement

This endorsement modifies insurance provided by the Commercial Auto Policy, Motor Truck Cargo Legal Liability Coverage Endorsement, and/or Commercial General Liability Coverage Endorsement, as appears on the **declarations page**. All terms and conditions of the policy apply unless modified by this endorsement.

If **you** pay the fee for this Blanket Waiver of Subrogation Endorsement, **we** agree to waive any and all subrogation claims against any person or organization with whom a written waiver agreement has been executed by the named insured, as required by written contract, prior to the occurrence of any **loss**.

ALL OTHER TERMS, LIMITS AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.