

HEAVY DUTY EQUIPMENT RENTAL SERVICES AGREEMENT

This Heavy Duty Equipment Rental Services Agreement ("Agreement") is made and entered into as of _____ ("Effective Date") by and between the City of North Las Vegas, a Nevada municipal corporation ("City"), and H&E Equipment Services, Inc., a Delaware corporation ("Provider").

WITNESSETH:

WHEREAS, the City requires Heavy Duty Equipment Rental Services, as described in the Heavy Duty Equipment Rental Bid B-1682 ("Invitation to Bid"), attached hereto as Exhibit A and incorporated herein by reference ("Services"); and

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

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

SECTION ONE SCOPE OF SERVICES

Provider shall perform the Services in accordance with (i) the terms of the Invitation to Bid, incorporated herein and attached as Exhibit A, (ii) the terms and prices Provider's Bid, incorporated herein and attached as Exhibit B, and (iii) 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 the Effective Date and will continue to be in effect for three years ("Term"), unless earlier terminated in accordance with the terms herein. All Services shall be completed by the end of the Term

SECTION THREE COMPENSATION

Provider will provide the Services in an annual not to exceed amount of \$10,000.00 based upon City's request for Services, 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 Ten Thousand

Dollars and 00/100 (\$10,000.00). The total not to exceed amount of this Agreement is Thirty Thousand Dollars and 00/100 (\$30,000.00).

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 \$1,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

9.1.3. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Provider has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$2,000,000.00 per accident for bodily injury and property damage.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

required insurance policies, including endorsements required by these specifications, at any time.

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

SECTION TEN NOTICES

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

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

To Provider: H&E Equipment Services
Attention: Toby Hawkins
7500 Pecue Lane
Baton Rouge, LA 70809
Phone: 888-844-6872
Email: thawkins@he-equipment.com

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

SECTION ELEVEN SAFETY

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

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

SECTION TWELVE ENTIRE AGREEMENT

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

SECTION THIRTEEN MISCELLANEOUS

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

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

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

13.4. Controlling Document. To the extent any of the terms or provisions in Exhibit A or Exhibit B 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, Exhibit B, 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

H&E Equipment Services, Inc.,
a Delaware corporation

By: _____
Pamela A. Goynes-Brown, Mayor

By:  _____
Name: Toby Hawkins
Title: Director of Government Rentals and Sales

Attest:

By: _____
Jackie Rodgers, City Clerk

Approved as to form:

By: _____
Micaela Rustia Moore, City Attorney

EXHIBIT A

Invitation to Bid – BID B-1682

Please see the attached page(s).

Mayor
Pamela A. Goynes-Brown

City Manager
Ryann Juden

Council Members
Scott Black

Isaac E. Barron
Richard J. Cherchio



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

December 6, 2022

CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1682 Heavy Duty Equipment Rental

Bids will be received electronically only through the Nevada Gov eMarketplace (NGEM) System at www.ngemnva.com until **December 27, 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# 260-338-9982, Meeting Pin# 422 779 250# on the Bid Due Date.**

An optional Pre-Bid Meeting will be held on **December 13, 2022 at 1:00 p.m. local time** via Google Meet conference call, Telephone # 319-535-2378, Meeting Pin# 484 903 326#. The purpose of this meeting is to discuss the Invitation to Bid requirements and answer any questions or concerns. Any and all questions asked during the Pre-Bid meeting must be submitted in writing either via email or submitted in NGEM at the conclusion of the Pre-Bid Meeting.

All questions or concerns must be submitted electronically in NGEM or via e-mail to Joy Yoshida, Buyer, at yoshidaj@cityofnorthlasvegas.com. The cut-off time for all questions is **December 20, 2022 at 12:00 p.m. local time**. All questions received will be consolidated and answered AFTER the question cut off period via Addendum on NGEM. Any questions received after the question cut off period will not be answered.

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

Marie Leake
Procurement Manager

Published in the Las Vegas Review Journal (December 6, 2022)

**CITY OF NORTH LAS VEGAS INVITATION TO BID
BID B-1682 Heavy Duty Equipment Rental**

1. PUBLIC RECORDS:

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

2. PERFORMANCE OF WORK:

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

3. FORM OF CONTRACT:

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

4. ELECTRONIC BID THROUGH NGEM SYSTEM:

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

5. EXPLANATION TO RESPONDENT:

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

6. METHOD OF EVALUATION AND AWARD OPTIONS:

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

7. ASSIGNMENT OF CONTRACTUAL RIGHTS:

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

8. CONDITIONS OF BID SUBMITTAL:

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

9. BID PROTESTS:

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

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

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

10. LICENSES:

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

11. PUBLIC OPENING:

Bids received will be opened and the name of the Respondent's company will be read via conference call at the time and place indicated in the Bid documents. Respondents, their authorized agents, and the public are invited to call in. No responsibility will attach to any City official or employee for the pre-opening of, or the failure to open, a Bid not properly addressed or identified.

12. TERM OF THE CONTRACT:

The Contract shall have a term of three years or as otherwise stated in the Contract.

13. INSURANCE:

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

The policy shall provide the following minimum limits:

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

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

AUTOMOBILE LIABILITY: ISO Form Number CA 00 01 covering any auto (Code 1), or if Respondent has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$2,000,000 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

SPECIAL RISKS OR CIRCUMSTANCES: The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

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

14. INDEMNITY:

The successful Respondent agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from any and all liabilities, causes of action, claims, damages, losses, expenses, proceedings, actions, judgments, reasonable attorneys' fees, and court costs which the City suffers or its officers, agents, or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of Respondent, its subcontractors, agents, and employees, in the fulfillment or performance of the work described herein until such time as the applicable statutes of limitation expire.

15. PROVISIONS PROVIDED BY LAW:

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

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16. ADDENDA INTERPRETATIONS:

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

17. CANCELLATION OF CONTRACT:

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

18. TERMINATION FOR CONVENIENCE:

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

19. TAXES:

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

20. EXCEPTIONS:

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

21. FISCAL FUNDING OUT:

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

22. LIMITATION OF FUNDING:

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

23. ESCALATION:

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

23. AUDIT OF RECORDS:

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

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

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

25. INDEPENDENT CONTRACTOR:

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

26. COMPANY PERSONNEL:

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

27. KEY PERSONNEL:

The City designates Joy Yoshida, 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 Bobby Mayes, Manager Infrastructure Maintenance, as the project manager for this service. He can be contacted at 702-633-1487 or at mayesb@cityofnorthlasvegas.com and is available Monday through Thursday from 5:30 am to 3 pm.

The cutoff date for any questions regarding this is **December 20, 2022, 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-1682 Heavy Duty Equipment Rental**

DEFINITIONS

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

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

City - the City of North Las Vegas.

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

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

City Council - the legislative body that governs the city.

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

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

City Staff - any person currently employed by the City.

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

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

Key Personnel - defined City employees listed in Paragraph 27.

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

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

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

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

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

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

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

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1682 Heavy Duty Equipment Rental**

SCOPE OF WORK

1. **Scope of Work:** The City of North Las Vegas (City) intends to award a contract to allow for short term rentals of large equipment for different situations that arise annually for city wide projects as well as Flood and Development control.
2. **Proposal Matrix (Attachment A):** The attached matrix contains a list of 52 heavy equipment vehicles that the City is interested in renting on an as-needed basis. The City understands that no one company has the inventory to furnish all of the required vehicles, so the City will be awarding this Bid in lots. The City intends to award this bid to multiple respondents by line item to ensure that all categories are awarded. The City intends to award to the five lowest responsible, responsive respondents for each line item. If there are not five lowest responsible, responsive respondents, then the City intends to award to the minimum respondent(s) by line item. The respondent with the lowest price indicated on each line item will be the primary vendor for that line item.

Also in the matrix are general items for respondents to complete that detail a respondent's over meter charges, over mileage charges, pick up and drop off locations, refueling costs and other items. Please complete these items as well. A description of these items are below.

A. Over Meter Charges: For planning purposes, the City expects to use the vehicles for the following time frames: A one day's rental will allow 10 hours of use. A week's rental will allow 40 hours of use. A monthly rental allows 160 hours of use. Please identify the hourly cost is if the City exceeds these timeframes. These blocks are located on the right hand columns of the price matrix.

B. Over Mileage Charges: Please identify respondent's standard daily, weekly and monthly mileage limits and over mileage costs identified on the price matrix for all vehicles. The City estimates that dump trucks and water trucks will be approximately 50 miles per day, 250 per week and 750 per month. These blocks are located on the right hand columns of the price matrix.

C. Odometer per Mile Charge (Item 53): Please indicate respondent's price per mile fee if the City exceeds respondent's odometer limits.

D. Other Equipment Charges (Item 54): Please define any other equipment charges that respondent may charge to the City as a result of renting a vehicle from respondent's company.

E. Pick-up and delivery Locations (Item 55): Please identify the physical address where each piece of equipment will be picked up and delivered to.

F. Refueling Service Charge (Item 56): The City expects each vehicle to be delivered with a full tank of gas. Please indicate what charges may be incurred and at what rate respondent charges for the refueling if a piece of equipment is sent back with a lesser amount of gas than it was delivered with. As a government agency we are allowed to use Red Dyed fuel. The City is a tax exempt agency and is not charged tax. The City will not accept up-charges for the use of Red Dyed Fuel.

G. Delivery and Pick up Charges (Item 57): The City prefers to have these charges included in the overall cost of renting a vehicle from respondent's company. However, if respondent must separate delivery and pick-up fees, please use this block to identify those charges.

3. **Repairs:** If a piece of equipment is damaged by the City, the respondent needs to notify the City's Project Manager, Bobby Mayes at 702-633-1205, immediately. Upon written approval by Bobby Mayes, the awarded Respondent will solicit the repair(s) and upon written documentation of the repair, the City will reimburse the awarded Respondent for the damages. Ensure the Bid includes the cost of all standard manufacture recommended services and maintenance. In the event damages occur outside the standard manufacturer recommended services and maintenance, please indicate if respondent will charge for this service as an hourly shop repair fee, and/or if the City has the option to repair the vehicle at City's cost.
4. **Equipment Condition:** All equipment delivered to the City must meet bid specifications, come with all requested attachments, be safe, fully operational, clean, in good repair, and with good usable ground contact items (tires, tracks, bucket teeth etc.). Equipment not meeting these requirements will not be accepted. Rejected equipment will be returned at no cost to the Respondent and a replacement unit will be immediately provided to the City within the same working day. The City will only pay for equipment used. Repeated deliveries of equipment not meeting specifications or that are unusable will be reason for termination of contract.
5. **Respondent Responsibilities:**

The submitted bids will be evaluated for selection on the basis of cost. The lowest responsive, responsible bidder will be selected.

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1682 Heavy Duty Equipment Rental**

EXHIBIT LISTING

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

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

Exhibit B – Qualifications and Experience of Respondent

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

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

Exhibit E – Written Certification Required by NRS 332.065(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-1682 Heavy Duty Equipment Rental**

**EXHIBIT A
OFFER STATEMENT AND BUSINESS INFORMATION**

This Bid is submitted in response to **BID B-1682 Heavy Duty Equipment Rental** and constitutes an offer by this company to enter into a contract as described herein.

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

AUTHORIZED SIGNATURE DATE

TITLE TELEPHONE NUMBER FAX NUMBER

ADDRESS OF RESPONDENT

CITY STATE ZIP CODE

E-MAIL ADDRESS: _____

CNLV-BUSINESS LICENSE NO: _____

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

FOR INFORMATIONAL PURPOSES ONLY

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

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

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

___ No ___ Yes If YES specify Certifying Agency _____

Please attach a copy of your certification.

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1682 Heavy Duty Equipment Rental**

**EXHIBIT B
QUALIFICATIONS AND EXPERIENCE OF RESPONDENT**

Name: _____

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

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

Example Contract 1:

Company Name: _____

Company Address: _____

Point of Contact: _____ Phone Number: _____

E-Mail Address: _____

Brief Description of Contract Scope: _____

Term of Contract (Base plus Option Years): _____

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

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

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

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

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1682 Heavy Duty Equipment Rental**

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-1682 Heavy Duty Equipment Rental
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-1682 Heavy Duty Equipment Rental**

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 _____ 201__.

Notary Public

My Commission expires: _____



**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1682 Heavy Duty Equipment Rental**

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-1682 Heavy Duty Equipment Rental
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.

HEAVY DUTY EQUIPMENT RENTAL SERVICES AGREEMENT

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

WITNESSETH:

WHEREAS, the City requires Heavy Duty Equipment Rental Services, as described in the Heavy Duty Equipment Rental Bid B-1682 (“Invitation to Bid”), attached hereto as Exhibit A and incorporated herein by reference (“Services”); and

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

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

SECTION ONE SCOPE OF SERVICES

Provider shall perform the Services in accordance with 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 the Effective Date and will continue to be in effect for three years (“Term”), unless earlier terminated in accordance with the terms herein. All Services shall be completed by the end of the Term

SECTION THREE 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 [_____] (\$ _____).

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 \$1,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

9.1.3. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Provider has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$2,000,000.00 per accident for bodily injury and property damage.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION TEN NOTICES

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

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

To Provider: [REDACTED]
Attention: [REDACTED]
[REDACTED]
[REDACTED]
Phone: [REDACTED]

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

SECTION ELEVEN SAFETY

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

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

SECTION TWELVE ENTIRE AGREEMENT

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

SECTION THIRTEEN MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

13.13. Public Record. Pursuant to NRS 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: _____
Pamela A. Goynes-Brown, Mayor

By: _____
Name: _____
Title: _____

Attest:

By: _____
Jackie Rodgers, City Clerk

Approved as to form:

By: _____
Micaela Rustia Moore, City Attorney

EXHIBIT A

Invitation to Bid – BID B-1682

Please see the attached page(s).

EXHIBIT B

Bid

Please see attached page(s).

Attachment A

Line #	Description
1	185 CFM Diesel Air Compressor
2	5kw Generator
3	4000 Watt Diesel Generator
4	50kw Diesel Generator
5	Hydraulic Compactor (Backhoe)
6	30" Walk Behind Roller (Padfoot)
7	DD 25 Roller (or equivalent)
8	84" Smooth Drum Soil Compactor
9	84" Pad Foot Soil Compactor
10	20,000 Pound Dozer
11	35,000 Pound Dozer
12	40,000 Pound Dozer
13	D8 Dozer with Cab and Rippers
14	D10 Dozer with Cab and Rippers
15	14,000 Pound Backhoe (JD 420 or equivalent)
16	44,000 Pound Excavator
17	262 Cat Skidsteer with Standard Material Bucket
18	262 Cat Skidsteer with Breaker Attachment
19	262 Cat Skidsteer with Broom Attachment
20	262 Cat Skidsteer with Angle Broom Attachment
21	Hydraulic Compactor (Excavator)
22	2000 Gallon Water Truck
23	4000 Gallon Water Truck
24	10,000 Gallon Water Pull
25	Slop Flail Mower
26	5 Yard Dump Truck
27	10 Yard Dump Truck
28	20 Yard End Dump with Tractor
29	12,000 Gallon Stand Tank
30	7 Ton Pneumatic Roller
31	10 Ton Double Drum AC Roller
32	Self Propelled Asphalt Laydown Machine (18')
33	3 Cubic Yard Rubber Tire Loader
34	4 Cubic Yard Rubber Tire Loader
35	5 Cubic Yard Rubber Tire Loader
36	14 H Motor Grader or equivalent
37	Backhoe with cab, extended hoe, two wheel drive or four wheel drive
38	10 Wheel 5th Wheel Tractor with Hydraulic Wet Kit
39	Gradall with Tracks or Swamp Tires
40	631 Scrapper
41	623 Paddle Wheel Scrapper
42	29-30,000 Excavator
43	44-46,000 Excavator
44	53-55,000 Excavator
45	45' Articulated Boom
46	80' Boom Diesel 4 Wheel Drive Straight Boom
47	126' Boom Diesel 4 Wheel Drive Straight Boom
48	Track Skidsteer (262 Cat)
49	210 x 4 link belt excavator - 48" bucket with smooth edge
50	245 X 4 link belt excavator - 36" bucket with smooth edge with hyd hammer
51	245 X 4 link belt excavator - 36" bucket without smooth edge with hyd hammer
52	8000 Gallon Water Wagon

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

December 19, 2022

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1682 Heavy Duty Equipment Rental
ADDENDUM #1**

This Addendum #1 was issued to extend the following dates.

Bids will be received electronically only through the Nevada Gov eMarketplace (NGEM) System at www.ngemnva.com until **January 3, 2023, at 10:00 A.M. local time** (the "Bid Due Date"). **A Bid opening will be held on a conference call via Google Meet, Telephone# 260-338-9982, Meeting Pin# 422 779 250# on the Bid Due Date.**

All questions or concerns must be submitted electronically in NGEM or via e-mail to Joy Yoshida, Buyer, at yoshidaj@cityofnorthlasvegas.com. The cut-off time for all questions is **December 27, 2022 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.

Marie Leake
Procurement Manager
Purchasing Department

Mayor
Pamela A. Goynes-Brown

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



City Manager
Ryann Juden

Finance Department

2250 Las Vegas Boulevard, North · Suite 708 · North Las Vegas, Nevada 89030
Telephone: (702) 633-1745 · TDD: (800) 326-6868
www.cityofnorthlasvegas.com

December 28, 2022

City of North Las Vegas BID B-1682 Heavy Duty Equipment Rental ADDENDUM #2

The deadline for questions for this proposal was 12:00 p.m., Tuesday, December 27, 2022. The following are the questions that were received along with the answers to those questions.

Question 1. The Bid Lines # 1 through 171 request traditional pricing for Day/Week/Month rental rates, which makes total sense. However Bid Line #s 172-285 on NGEM request pricing for UNDER 50 HOURS OF USAGE and OVER 50 HOURS OF USAGE. Since this is the first bid we have been requested to provide such pricing, can you please provide more clarity on the factors we need to consider in our price when responding? What exactly are you expecting when you request UNDER 50 HOURS OF USAGE? Are you looking for an hourly rate for the 10 hour period between 40 (standard weekly hours) and 50 hours? What exactly are you expecting when you request OVER 50 HOURS OF USAGE? Are you looking for an hourly rate for any hour of rental over 50 hours on a “Week” rental?

Answer: We are looking for a monthly charge if we utilize under 50 hours and we are also looking for a monthly charge if we utilize over 50 hours.

Question 2. What is the purpose for including delivery and pickup (D/PU) fees in the day/week/month rental rates? Are you aware that this inflates your rental rates as D/PU fees are included in the rates twice for a 2 week rental AND multiple times for any monthly rentals that extended past 2 month? Can we separate the D/PU from the rental rate and save the city money over the rental period?

Answer: The daily, weekly, and monthly rate shall be all inclusive. The rates should include one drop off and one pick up only.

Marie Leake
Procurement Manager
Purchasing Department

City of North Las Vegas
BID B-1682 Heavy Duty Equipment Rental
Pre-bid Meeting held on December 13, 2022 at 1:00 pm via Google Meet
conference call
Conference Call Attendees

City of North Las Vegas
Joy Yoshida, Buyer, Purchasing

Vendors
No Attendees

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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www.cityofnorthlasvegas.com

January 3, 2023

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1682 Heavy Duty Equipment Rental
ADDENDUM #3**

This Addendum #1 was issued to extend the following bid due date.

Bids will be received electronically only through the Nevada Gov eMarketplace (NGEM) System at www.ngemnva.com until **January 17, 2023, 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# 260-338-9982, Meeting Pin# 422 779 250# on the Bid Due Date.**

Marie Leake

Marie Leake
Procurement Manager
Purchasing Department

EXHIBIT B

Bid

Please see attached page(s).



B-1682 Addendum 3 H&E Equipment Services Supplier Response

Event Information

Number: B-1682 Addendum 3
Title: Heavy Duty Equipment Rental
Type: Invitation for Bid
Issue Date: 12/6/2022
Deadline: 1/17/2023 01:00 PM (PT)
Notes: The City of North Las Vegas (City) intends to award a contract to allow for short term rentals of large equipment for different situations that arise annually for city wide projects as well as Flood and Development control

Contact Information

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

H&E Equipment Services Information

Contact: Toby Hawkins
Address: 7500 Pecue Lane
Baton Rouge, LA 70809
Phone: (888) 844-6872
Email: govsales@he-equipment.com
Web Address: www.he-equipment.com

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

Toby Hawkins
Signature

govsales@he-equipment.com
Email

Submitted at 1/3/2023 11:03:32 AM (PT)

Supplier Note

Thank you for the opportunity. As a local business in the City of North Las Vegas, we hope to be fortunate to earn/qualify to serve you as our good neighbors with your equipment rental needs! Kind Regards!

Requested Attachments

Required Documents

FINAL-BID B-1682 Heavy Duty Equipment Rental 11.30.22-FINAL.pdf

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

Required Documents

Exhibit F.pdf

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

Response Attachments

North Las Vegas - Rental Rates-FINAL.xlsx

North Las Vegas Rental Rates-FINAL - Summary on Excel Doc

Bid Attributes

1 Acknowledgment of Addendum #1

I acknowledge Receipt of Addendum #1

☒ Acknowledgment of Receipt of Addendum #1 (Acknowledgment of Receipt of Addendum #1)

2 Acknowledgment of Addendum #2

I acknowledge receipt of Addendum #2

☒ Acknowledgment of Receipt of Addendum #2 (Acknowledgment of Receipt of Addendum #2)

3 Acknowledgment of Addendum #3

I acknowledge Receipt of Addendum #3

☒ Acknowledgment Receipt of Addendum #3 (Acknowledgment Receipt of Addendum #3)

Bid Lines

1	185 CFM Diesel Air Compressor	Quantity: <u> 1 </u> UOM: <u>DAILY</u>	Unit Price: <input type="text" value="\$250.00"/>	Total: <input type="text" value="\$250.00"/>
2	5kw Generator	Quantity: <u> 1 </u> UOM: <u>DAILY</u>	Unit Price: <input type="text" value="\$112.00"/>	Total: <input type="text" value="\$112.00"/>
3	4000 Watt Diesel Generator	Quantity: <u> 1 </u> UOM: <u>DAILY</u>	Unit Price: <input type="text" value="\$108.00"/>	Total: <input type="text" value="\$108.00"/>
4	50kw Diesel Generator	Quantity: <u> 1 </u> UOM: <u>DAILY</u>	Unit Price: <input type="text" value="\$397.00"/>	Total: <input type="text" value="\$397.00"/>
5	Hydraulic Compactor (Backhoe)	Quantity: <u> 1 </u> UOM: <u>DAILY</u>	No Bid	
6	30" Walk Behind Roller (Padfoot)	Quantity: <u> 1 </u> UOM: <u>DAILY</u>	Unit Price: <input type="text" value="\$386.00"/>	Total: <input type="text" value="\$386.00"/>
7	DD 25 Roller (or equivalent)	Quantity: <u> 1 </u> UOM: <u>DAILY</u>	Unit Price: <input type="text" value="\$286.00"/>	Total: <input type="text" value="\$286.00"/>
8	84" Smooth Drum Soil Compactor	Quantity: <u> 1 </u> UOM: <u>DAILY</u>	Unit Price: <input type="text" value="\$923.00"/>	Total: <input type="text" value="\$923.00"/>
9	84" Pad Foot Soil Compactor	Quantity: <u> 1 </u> UOM: <u>DAILY</u>	Unit Price: <input type="text" value="\$961.00"/>	Total: <input type="text" value="\$961.00"/>
10	20,000 Pound Dozer	Quantity: <u> 1 </u> UOM: <u>DAILY</u>	No Bid	
11	35,000 Pound Dozer	Quantity: <u> 1 </u> UOM: <u>DAILY</u>	No Bid	
12	40,000 Pound Dozer	Quantity: <u> 1 </u> UOM: <u>DAILY</u>	Unit Price: <input type="text" value="\$1,693.00"/>	Total: <input type="text" value="\$1,693.00"/>
13	D8 Dozer with Cab and Rippers	Quantity: <u> 1 </u> UOM: <u>DAILY</u>	Unit Price: <input type="text" value="\$2,991.00"/>	Total: <input type="text" value="\$2,991.00"/>
14	D10 Dozer with Cab and Rippers	Quantity: <u> 1 </u> UOM: <u>DAILY</u>	Unit Price: <input type="text" value="\$4,171.00"/>	Total: <input type="text" value="\$4,171.00"/>
15	14,000 Pound Backhoe (JD 420 or equivalent)	Quantity: <u> 1 </u> UOM: <u>DAILY</u>	Unit Price: <input type="text" value="\$394.00"/>	Total: <input type="text" value="\$394.00"/>
16	44,000 Pound Excavator	Quantity: <u> 1 </u> UOM: <u>DAILY</u>	Unit Price: <input type="text" value="\$1,248.00"/>	Total: <input type="text" value="\$1,248.00"/>

17	262 Cat Skidsteer with Standard Material Bucket	Quantity: <u> 1 </u> UOM: <u>DAILY</u>	Unit Price: <input type="text" value="\$355.00"/>	Total: <input type="text" value="\$355.00"/>
18	262 Cat Skidsteer with Breaker Attachment	Quantity: <u> 1 </u> UOM: <u>DAILY</u>	Unit Price: <input type="text" value="\$730.00"/>	Total: <input type="text" value="\$730.00"/>
19	262 Cat Skidsteer with Broom Attachment	Quantity: <u> 1 </u> UOM: <u>DAILY</u>	Unit Price: <input type="text" value="\$527.00"/>	Total: <input type="text" value="\$527.00"/>
20	262 Cat Skidsteer with Angle Broom Attachment	Quantity: <u> 1 </u> UOM: <u>DAILY</u>	No Bid	
21	Hydraulic Compactor (Excavator)	Quantity: <u> 1 </u> UOM: <u>DAILY</u>	No Bid	
22	2000 Gallon Water Truck	Quantity: <u> 1 </u> UOM: <u>DAILY</u>	Unit Price: <input type="text" value="\$475.00"/>	Total: <input type="text" value="\$475.00"/>
23	4000 Gallon Water Truck	Quantity: <u> 1 </u> UOM: <u>DAILY</u>	Unit Price: <input type="text" value="\$765.00"/>	Total: <input type="text" value="\$765.00"/>
24	10,000 Gallon Water Pull	Quantity: <u> 1 </u> UOM: <u>DAILY</u>	Unit Price: <input type="text" value="\$2,256.00"/>	Total: <input type="text" value="\$2,256.00"/>
25	Slop Flail Mower	Quantity: <u> 1 </u> UOM: <u>DAILY</u>	No Bid	
26	5 Yard Dump Truck	Quantity: <u> 1 </u> UOM: <u>DAILY</u>	Unit Price: <input type="text" value="\$350.00"/>	Total: <input type="text" value="\$350.00"/>
27	10 Yard Dump Truck	Quantity: <u> 1 </u> UOM: <u>DAILY</u>	Unit Price: <input type="text" value="\$900.00"/>	Total: <input type="text" value="\$900.00"/>
28	20 Yard End Dump with Tractor	Quantity: <u> 1 </u> UOM: <u>DAILY</u>	No Bid	
29	12,000 Gallon Stand Tank	Quantity: <u> 1 </u> UOM: <u>DAILY</u>	Unit Price: <input type="text" value="\$770.00"/>	Total: <input type="text" value="\$770.00"/>
30	7 Ton Pneumatic Roller	Quantity: <u> 1 </u> UOM: <u>DAILY</u>	No Bid	
31	10 Ton Double Drum AC Roller	Quantity: <u> 1 </u> UOM: <u>DAILY</u>	No Bid	
32	Self Propelled Asphalt Laydown Machine (18')	Quantity: <u> 1 </u> UOM: <u>DAILY</u>	No Bid	

3 3	3 Cubic Yard Rubber Tire Loader	Quantity: <u> 1 </u> UOM: <u>DAILY</u>	Unit Price: <input type="text" value="\$1,200.00"/>	Total: <input type="text" value="\$1,200.00"/>
3 4	4 Cubic Yard Rubber Tire Loader	Quantity: <u> 1 </u> UOM: <u>DAILY</u>	Unit Price: <input type="text" value="\$770.00"/>	Total: <input type="text" value="\$770.00"/>
3 5	5 Cubic Yard Rubber Tire Loader	Quantity: <u> 1 </u> UOM: <u>DAILY</u>	Unit Price: <input type="text" value="\$1,539.00"/>	Total: <input type="text" value="\$1,539.00"/>
3 6	14 H Motor Grader or equivalent	Quantity: <u> 1 </u> UOM: <u>DAILY</u>	Unit Price: <input type="text" value="\$1,642.00"/>	Total: <input type="text" value="\$1,642.00"/>
3 7	Backhoe with cab, extended hoe, two wheel drive or four wheel drive	Quantity: <u> 1 </u> UOM: <u>DAILY</u>	Unit Price: <input type="text" value="\$411.00"/>	Total: <input type="text" value="\$411.00"/>
3 8	10 Wheel 5th Wheel Tractor with Hydraulic Wet Kit	Quantity: <u> 1 </u> UOM: <u>DAILY</u>	No Bid	
3 9	Gradall with Tracks or Swamp Tires	Quantity: <u> 1 </u> UOM: <u>DAILY</u>	No Bid	
4 0	631 Scrapper	Quantity: <u> 1 </u> UOM: <u>DAILY</u>	Unit Price: <input type="text" value="\$3,556.00"/>	Total: <input type="text" value="\$3,556.00"/>
4 1	623 Paddle Wheel Scrapper	Quantity: <u> 1 </u> UOM: <u>DAILY</u>	Unit Price: <input type="text" value="\$3,111.00"/>	Total: <input type="text" value="\$3,111.00"/>
4 2	29-30,000 Excavator	Quantity: <u> 1 </u> UOM: <u>DAILY</u>	No Bid	
4 3	44-46,000 Excavator	Quantity: <u> 1 </u> UOM: <u>DAILY</u>	Unit Price: <input type="text" value="\$1,250.00"/>	Total: <input type="text" value="\$1,250.00"/>
4 4	53-55,000 Excavator	Quantity: <u> 1 </u> UOM: <u>DAILY</u>	Unit Price: <input type="text" value="\$1,656.00"/>	Total: <input type="text" value="\$1,656.00"/>
4 5	45' Articulated Boom	Quantity: <u> 1 </u> UOM: <u>DAILY</u>	Unit Price: <input type="text" value="\$435.00"/>	Total: <input type="text" value="\$435.00"/>
4 6	80' Boom Diesel 4 Wheel Drive Straight Boom	Quantity: <u> 1 </u> UOM: <u>DAILY</u>	Unit Price: <input type="text" value="\$864.00"/>	Total: <input type="text" value="\$864.00"/>
4 7	126' Boom Diesel 4 Wheel Drive Straight Boom	Quantity: <u> 1 </u> UOM: <u>DAILY</u>	Unit Price: <input type="text" value="\$1,394.00"/>	Total: <input type="text" value="\$1,394.00"/>
4 8	Track Skidsteer (262 Cat)	Quantity: <u> 1 </u> UOM: <u>DAILY</u>	Unit Price: <input type="text" value="\$467.00"/>	Total: <input type="text" value="\$467.00"/>

49	210 x 4 link belt excavator - 48" bucket with smooth edge	Quantity: <u> 1 </u> UOM: <u>DAILY</u>	Unit Price: <u> \$1,735.00 </u>	Total: <u> \$1,735.00 </u>
50	245 X 4 link belt excavator - 36" bucket with smooth edge with hyd hammer	Quantity: <u> 1 </u> UOM: <u>DAILY</u>	Unit Price: <u> \$4,315.00 </u>	Total: <u> \$4,315.00 </u>
51	245 X 4 link belt excavator - 36" bucket without smooth edge with hyd hammer	Quantity: <u> 1 </u> UOM: <u>DAILY</u>	Unit Price: <u> \$3,915.00 </u>	Total: <u> \$3,915.00 </u>
52	8000 Gallon Water Wagon	Quantity: <u> 1 </u> UOM: <u>DAILY</u>	No Bid	
53	Excess Odometer Charges if City Exceeds Mileage. Price per mile charge.	Quantity: <u> 1 </u> UOM: <u>DAILY</u>	Unit Price: <u> No response </u>	Total: <u> No response </u>
	Supplier Notes: <u>No Charge</u>			
54	Other equipment charges associated with equipment rental. Undefined. Please explain in your comments. Place 0.0 in this block if there are none.	Quantity: <u> 1 </u> UOM: <u>DAILY</u>	Unit Price: <u> \$1.99 </u>	Total: <u> \$1.99 </u>
	Supplier Notes: <u>Environmental Fee is charged as a percentage: 1.99% of rental charge, or a minimum of \$15, whichever is greater.</u>			
55	Number of rental Locations within the City of North Las Vegas. Enter number of locations.	Quantity: <u> 1 </u> UOM: <u>DAILY</u>	Unit Price: <u> \$1.00 </u>	Total: <u> \$1.00 </u>
	Supplier Notes: <u>4129 Losee Rd, North Las Vegas, NV 89030</u>			
56	Refueling Service charge if the City does not return a full Vehicle. Price per gallon.	Quantity: <u> 1 </u> UOM: <u>DAILY</u>	Unit Price: <u> \$9.95 </u>	Total: <u> \$9.95 </u>
57	Delivery and Pick-up Transportation Charges. Enter 0.00 if this is included in your rental fees.	Quantity: <u> 1 </u> UOM: <u>DAILY</u>	Unit Price: <u> \$135.00 </u>	Total: <u> \$135.00 </u>
	Supplier Notes: <u>Delivery and Pickup charge is \$135 each way. Oversized and permitted loads for larger equipment may be higher as reflected in the attached pricing worksheet.</u>			
58	185 CFM Diesel Air Compressor	Quantity: <u> 1 </u> UOM: <u>WEEKLY</u>	Unit Price: <u> \$581.00 </u>	Total: <u> \$581.00 </u>
59	5kw Generator	Quantity: <u> 1 </u> UOM: <u>WEEKLY</u>	Unit Price: <u> \$387.00 </u>	Total: <u> \$387.00 </u>
60	4000 Watt Diesel Generator	Quantity: <u> 1 </u> UOM: <u>WEEKLY</u>	Unit Price: <u> \$378.00 </u>	Total: <u> \$378.00 </u>
61	50kw Diesel Generator	Quantity: <u> 1 </u> UOM: <u>WEEKLY</u>	Unit Price: <u> \$1,084.00 </u>	Total: <u> \$1,084.00 </u>

6 2	Hydraulic Compactor (Backhoe) Quantity: <u> 1 </u> UOM: <u>WEEKLY</u>	No Bid	
6 3	30" Walk Behind Roller (Padfoot) Quantity: <u> 1 </u> UOM: <u>WEEKLY</u>	Unit Price: <input type="text" value="\$1,361.00"/>	Total: <input type="text" value="\$1,361.00"/>
6 4	DD 25 Roller (or equivalent) Quantity: <u> 1 </u> UOM: <u>WEEKLY</u>	Unit Price: <input type="text" value="\$1,047.00"/>	Total: <input type="text" value="\$1,047.00"/>
6 5	84" Smooth Drum Soil Compactor Quantity: <u> 1 </u> UOM: <u>WEEKLY</u>	Unit Price: <input type="text" value="\$3,539.00"/>	Total: <input type="text" value="\$3,539.00"/>
6 6	84" Pad Foot Soil Compactor Quantity: <u> 1 </u> UOM: <u>WEEKLY</u>	Unit Price: <input type="text" value="\$3,846.00"/>	Total: <input type="text" value="\$3,846.00"/>
6 7	20,000 Pound Dozer Quantity: <u> 1 </u> UOM: <u>WEEKLY</u>	No Bid	
6 8	35,000 Pound Dozer Quantity: <u> 1 </u> UOM: <u>WEEKLY</u>	No Bid	
6 9	40,000 Pound Dozer Quantity: <u> 1 </u> UOM: <u>WEEKLY</u>	Unit Price: <input type="text" value="\$5,077.00"/>	Total: <input type="text" value="\$5,077.00"/>
7 0	D8 Dozer with Cab and Rippers Quantity: <u> 1 </u> UOM: <u>WEEKLY</u>	Unit Price: <input type="text" value="\$8,974.00"/>	Total: <input type="text" value="\$8,974.00"/>
7 1	D10 Dozer with Cab and Rippers Quantity: <u> 1 </u> UOM: <u>WEEKLY</u>	Unit Price: <input type="text" value="\$12,462.00"/>	Total: <input type="text" value="\$12,462.00"/>
7 2	14,000 Pound Backhoe (JD 420 or equivalent) Quantity: <u> 1 </u> UOM: <u>WEEKLY</u>	Unit Price: <input type="text" value="\$1,155.00"/>	Total: <input type="text" value="\$1,155.00"/>
7 3	44,000 Pound Excavator Quantity: <u> 1 </u> UOM: <u>WEEKLY</u>	Unit Price: <input type="text" value="\$3,744.00"/>	Total: <input type="text" value="\$3,744.00"/>
7 4	262 Cat Skidsteer with Standard Material Bucket Quantity: <u> 1 </u> UOM: <u>WEEKLY</u>	Unit Price: <input type="text" value="\$1,220.00"/>	Total: <input type="text" value="\$1,220.00"/>
7 5	262 Cat Skidsteer with Breaker Attachment Quantity: <u> 1 </u> UOM: <u>WEEKLY</u>	Unit Price: <input type="text" value="\$1,970.00"/>	Total: <input type="text" value="\$1,970.00"/>
7 6	262 Cat Skidsteer with Broom Attachment Quantity: <u> 1 </u> UOM: <u>WEEKLY</u>	Unit Price: <input type="text" value="\$1,910.00"/>	Total: <input type="text" value="\$1,910.00"/>
7 7	262 Cat Skidsteer with Angle Broom Attachment Quantity: <u> 1 </u> UOM: <u>WEEKLY</u>	No Bid	

78	Hydraulic Compactor (Excavator)	Quantity: <u> 1 </u> UOM: <u>WEEKLY</u>			No Bid
79	2000 Gallon Water Truck	Quantity: <u> 1 </u> UOM: <u>WEEKLY</u>	Unit Price: <input type="text" value="\$1,550.00"/>	Total: <input type="text" value="\$1,550.00"/>	
80	4000 Gallon Water Truck	Quantity: <u> 1 </u> UOM: <u>WEEKLY</u>	Unit Price: <input type="text" value="\$2,200.00"/>	Total: <input type="text" value="\$2,200.00"/>	
81	10,000 Gallon Water Pull	Quantity: <u> 1 </u> UOM: <u>WEEKLY</u>	Unit Price: <input type="text" value="\$6,770.00"/>	Total: <input type="text" value="\$6,770.00"/>	
82	Slop Flail Mower	Quantity: <u> 1 </u> UOM: <u>WEEKLY</u>			No Bid
83	5 Yard Dump Truck	Quantity: <u> 1 </u> UOM: <u>WEEKLY</u>	Unit Price: <input type="text" value="\$1,200.00"/>	Total: <input type="text" value="\$1,200.00"/>	
84	10 Yard Dump Truck	Quantity: <u> 1 </u> UOM: <u>WEEKLY</u>	Unit Price: <input type="text" value="\$2,500.00"/>	Total: <input type="text" value="\$2,500.00"/>	
85	20 Yard End Dump with Tractor	Quantity: <u> 1 </u> UOM: <u>WEEKLY</u>			No Bid
86	12,000 Gallon Stand Tank	Quantity: <u> 1 </u> UOM: <u>WEEKLY</u>	Unit Price: <input type="text" value="\$2,310.00"/>	Total: <input type="text" value="\$2,310.00"/>	
87	7 Ton Pneumatic Roller	Quantity: <u> 1 </u> UOM: <u>WEEKLY</u>			No Bid
88	10 Ton Double Drum AC Roller	Quantity: <u> 1 </u> UOM: <u>WEEKLY</u>			No Bid
89	Self Propelled Asphalt Laydown Machine (18')	Quantity: <u> 1 </u> UOM: <u>WEEKLY</u>			No Bid
90	3 Cubic Yard Rubber Tire Loader	Quantity: <u> 1 </u> UOM: <u>WEEKLY</u>	Unit Price: <input type="text" value="\$3,590.00"/>	Total: <input type="text" value="\$3,590.00"/>	
91	4 Cubic Yard Rubber Tire Loader	Quantity: <u> 1 </u> UOM: <u>WEEKLY</u>	Unit Price: <input type="text" value="\$2,310.00"/>	Total: <input type="text" value="\$2,310.00"/>	
92	5 Cubic Yard Rubber Tire Loader	Quantity: <u> 1 </u> UOM: <u>WEEKLY</u>	Unit Price: <input type="text" value="\$4,616.00"/>	Total: <input type="text" value="\$4,616.00"/>	
93	14 H Motor Grader or equivalent	Quantity: <u> 1 </u> UOM: <u>WEEKLY</u>	Unit Price: <input type="text" value="\$4,923.00"/>	Total: <input type="text" value="\$4,923.00"/>	

94	Backhoe with cab, extended hoe, two wheel drive or four wheel drive	Quantity: <u> 1 </u> UOM: <u>WEEKLY</u>	Unit Price: <u> \$1,122.00 </u>	Total: <u> \$1,122.00 </u>
95	10 Wheel 5th Wheel Tractor with Hydraulic Wet Kit	Quantity: <u> 1 </u> UOM: <u>WEEKLY</u>	No Bid	
96	Gradall with Tracks or Swamp Tires	Quantity: <u> 1 </u> UOM: <u>WEEKLY</u>	No Bid	
97	631 Scrapper	Quantity: <u> 1 </u> UOM: <u>WEEKLY</u>	Unit Price: <u> \$10,666.00 </u>	Total: <u> \$10,666.00 </u>
98	623 Paddle Wheel Scrapper	Quantity: <u> 1 </u> UOM: <u>WEEKLY</u>	Unit Price: <u> \$9,334.00 </u>	Total: <u> \$9,334.00 </u>
99	29-30,000 Excavator	Quantity: <u> 1 </u> UOM: <u>WEEKLY</u>	No Bid	
100	44-46,000 Excavator	Quantity: <u> 1 </u> UOM: <u>WEEKLY</u>	Unit Price: <u> \$4,310.00 </u>	Total: <u> \$4,310.00 </u>
101	53-55,000 Excavator	Quantity: <u> 1 </u> UOM: <u>WEEKLY</u>	Unit Price: <u> \$4,973.00 </u>	Total: <u> \$4,973.00 </u>
102	45' Articulated Boom	Quantity: <u> 1 </u> UOM: <u>WEEKLY</u>	Unit Price: <u> \$1,152.00 </u>	Total: <u> \$1,152.00 </u>
103	80' Boom Diesel 4 Wheel Drive Straight Boom	Quantity: <u> 1 </u> UOM: <u>WEEKLY</u>	Unit Price: <u> \$2,759.00 </u>	Total: <u> \$2,759.00 </u>
104	126' Boom Diesel 4 Wheel Drive Straight Boom	Quantity: <u> 1 </u> UOM: <u>WEEKLY</u>	Unit Price: <u> \$3,830.00 </u>	Total: <u> \$3,830.00 </u>
105	Track Skidsteer (262 Cat)	Quantity: <u> 1 </u> UOM: <u>WEEKLY</u>	Unit Price: <u> \$1,485.00 </u>	Total: <u> \$1,485.00 </u>
106	210 x 4 link belt excavator - 48" bucket with smooth edge	Quantity: <u> 1 </u> UOM: <u>WEEKLY</u>	Unit Price: <u> \$5,911.00 </u>	Total: <u> \$5,911.00 </u>
107	245 X 4 link belt excavator - 36" bucket with smooth edge with hyd hammer	Quantity: <u> 1 </u> UOM: <u>WEEKLY</u>	Unit Price: <u> \$12,197.00 </u>	Total: <u> \$12,197.00 </u>
108	245 X 4 link belt excavator - 36" bucket without smooth edge with hyd hammer	Quantity: <u> 1 </u> UOM: <u>WEEKLY</u>	Unit Price: <u> \$11,750.00 </u>	Total: <u> \$11,750.00 </u>

1 0 9	8000 Gallon Water Wagon Quantity: <u> 1 </u> UOM: <u>WEEKLY</u>	No Bid
1 1 0	Excess Odometer Charges if City Exceeds Mileage. Price per mile charge. Quantity: <u> 1 </u> UOM: <u>WEEKLY</u> Unit Price: No response Total: No response Supplier Notes: No Charge	
1 1 1	Other equipment charges associated with equipment rental. Undefined. Please explain in your comments. Place 0.0 in this block if there are none. Quantity: <u> 1 </u> UOM: <u>WEEKLY</u> Unit Price: \$1.99 Total: \$1.99 Supplier Notes: Delivery and Pickup charge is \$135 each way. Oversized and permitted loads for larger equipment may be higher as reflected in the attached pricing worksheet.	
1 1 2	Number of rental Locations within the City of North Las Vegas. Enter number of locations. Quantity: <u> 1 </u> UOM: <u>WEEKLY</u> Unit Price: \$1.00 Total: \$1.00 Supplier Notes: 4129 Losee Rd, North Las Vegas, NV 89030	
1 1 3	Refueling Service charge if the City does not return a full Vehicle. Price per gallon. Quantity: <u> 1 </u> UOM: <u>WEEKLY</u> Unit Price: \$9.95 Total: \$9.95	
1 1 4	Delivery and Pick-up Transportation Charges. Enter 0.00 if this is included in your rental fees. Quantity: <u> 1 </u> UOM: <u>WEEKLY</u> Unit Price: \$135.00 Total: \$135.00 Supplier Notes: Delivery and Pickup charge is \$135 each way. Oversized and permitted loads for larger equipment may be higher as reflected in the attached pricing worksheet.	
1 1 5	185 CFM Diesel Air Compressor Quantity: <u> 1 </u> UOM: <u>MONTHLY</u> Unit Price: \$1,037.00 Total: \$1,037.00	
1 1 6	5kw Generator Quantity: <u> 1 </u> UOM: <u>MONTHLY</u> Unit Price: \$653.00 Total: \$653.00	
1 1 7	4000 Watt Diesel Generator Quantity: <u> 1 </u> UOM: <u>MONTHLY</u> Unit Price: \$638.00 Total: \$638.00	
1 1 8	50kw Diesel Generator Quantity: <u> 1 </u> UOM: <u>MONTHLY</u> Unit Price: \$2,382.00 Total: \$2,382.00	
1 1 9	Hydraulic Compactor (Backhoe) Quantity: <u> 1 </u> UOM: <u>MONTHLY</u>	No Bid
1 2 0	30" Walk Behind Roller (Padfoot) Quantity: <u> 1 </u> UOM: <u>MONTHLY</u> Unit Price: \$3,846.00 Total: \$3,846.00	
1 2 1	DD 25 Roller (or equivalent) Quantity: <u> 1 </u> UOM: <u>MONTHLY</u> Unit Price: \$3,076.00 Total: \$3,076.00	

1 2 2	84" Smooth Drum Soil Compactor	Quantity: <u> 1 </u> UOM: <u>MONTHLY</u>	Unit Price: <input type="text" value="\$9,998.00"/>	Total: <input type="text" value="\$9,998.00"/>
1 2 3	84" Pad Foot Soil Compactor	Quantity: <u> 1 </u> UOM: <u>MONTHLY</u>	Unit Price: <input type="text" value="\$10,153.00"/>	Total: <input type="text" value="\$10,153.00"/>
1 2 4	20,000 Pound Dozer	Quantity: <u> 1 </u> UOM: <u>MONTHLY</u>	No Bid	
1 2 5	35,000 Pound Dozer	Quantity: <u> 1 </u> UOM: <u>MONTHLY</u>	No Bid	
1 2 6	40,000 Pound Dozer	Quantity: <u> 1 </u> UOM: <u>MONTHLY</u>	Unit Price: <input type="text" value="\$15,230.00"/>	Total: <input type="text" value="\$15,230.00"/>
1 2 7	D8 Dozer with Cab and Rippers	Quantity: <u> 1 </u> UOM: <u>MONTHLY</u>	Unit Price: <input type="text" value="\$26,924.00"/>	Total: <input type="text" value="\$26,924.00"/>
1 2 8	D10 Dozer with Cab and Rippers	Quantity: <u> 1 </u> UOM: <u>MONTHLY</u>	Unit Price: <input type="text" value="\$37,539.00"/>	Total: <input type="text" value="\$37,539.00"/>
1 2 9	14,000 Pound Backhoe (JD 420 or equivalent)	Quantity: <u> 1 </u> UOM: <u>MONTHLY</u>	Unit Price: <input type="text" value="\$2,628.00"/>	Total: <input type="text" value="\$2,628.00"/>
1 3 0	44,000 Pound Excavator	Quantity: <u> 1 </u> UOM: <u>MONTHLY</u>	Unit Price: <input type="text" value="\$11,385.00"/>	Total: <input type="text" value="\$11,385.00"/>
1 3 1	262 Cat Skidsteer with Standard Material Bucket	Quantity: <u> 1 </u> UOM: <u>MONTHLY</u>	Unit Price: <input type="text" value="\$3,003.00"/>	Total: <input type="text" value="\$3,003.00"/>
1 3 2	262 Cat Skidsteer with Breaker Attachment	Quantity: <u> 1 </u> UOM: <u>MONTHLY</u>	Unit Price: <input type="text" value="\$6,473.00"/>	Total: <input type="text" value="\$6,473.00"/>
1 3 3	262 Cat Skidsteer with Broom Attachment	Quantity: <u> 1 </u> UOM: <u>MONTHLY</u>	Unit Price: <input type="text" value="\$5,071.00"/>	Total: <input type="text" value="\$5,071.00"/>
1 3 4	262 Cat Skidsteer with Angle Broom Attachment	Quantity: <u> 1 </u> UOM: <u>MONTHLY</u>	No Bid	
1 3 5	Hydraulic Compactor (Excavator)	Quantity: <u> 1 </u> UOM: <u>MONTHLY</u>	No Bid	
1 3 6	2000 Gallon Water Truck	Quantity: <u> 1 </u> UOM: <u>MONTHLY</u>	Unit Price: <input type="text" value="\$3,300.00"/>	Total: <input type="text" value="\$3,300.00"/>

1 3 7	4000 Gallon Water Truck	Quantity: <u> 1 </u> UOM: <u>MONTHLY</u>	Unit Price: <input type="text" value="\$5,500.00"/>	Total: <input type="text" value="\$5,500.00"/>
1 3 8	10,000 Gallon Water Pull	Quantity: <u> 1 </u> UOM: <u>MONTHLY</u>	Unit Price: <input type="text" value="\$20,307.00"/>	Total: <input type="text" value="\$20,307.00"/>
1 3 9	Slop Flail Mower	Quantity: <u> 1 </u> UOM: <u>MONTHLY</u>	No Bid	
1 4 0	5 Yard Dump Truck	Quantity: <u> 1 </u> UOM: <u>MONTHLY</u>	Unit Price: <input type="text" value="\$2,450.00"/>	Total: <input type="text" value="\$2,450.00"/>
1 4 1	10 Yard Dump Truck	Quantity: <u> 1 </u> UOM: <u>MONTHLY</u>	Unit Price: <input type="text" value="\$6,500.00"/>	Total: <input type="text" value="\$6,500.00"/>
1 4 2	20 Yard End Dump with Tractor	Quantity: <u> 1 </u> UOM: <u>MONTHLY</u>	No Bid	
1 4 3	12,000 Gallon Stand Tank	Quantity: <u> 1 </u> UOM: <u>MONTHLY</u>	Unit Price: <input type="text" value="\$6,923.00"/>	Total: <input type="text" value="\$6,923.00"/>
1 4 4	7 Ton Pneumatic Roller	Quantity: <u> 1 </u> UOM: <u>MONTHLY</u>	No Bid	
1 4 5	10 Ton Double Drum AC Roller	Quantity: <u> 1 </u> UOM: <u>MONTHLY</u>	No Bid	
1 4 6	Self Propelled Asphalt Laydown Machine (18')	Quantity: <u> 1 </u> UOM: <u>MONTHLY</u>	No Bid	
1 4 7	3 Cubic Yard Rubber Tire Loader	Quantity: <u> 1 </u> UOM: <u>MONTHLY</u>	Unit Price: <input type="text" value="\$10,770.00"/>	Total: <input type="text" value="\$10,770.00"/>
1 4 8	4 Cubic Yard Rubber Tire Loader	Quantity: <u> 1 </u> UOM: <u>MONTHLY</u>	Unit Price: <input type="text" value="\$6,924.00"/>	Total: <input type="text" value="\$6,924.00"/>
1 4 9	5 Cubic Yard Rubber Tire Loader	Quantity: <u> 1 </u> UOM: <u>MONTHLY</u>	Unit Price: <input type="text" value="\$13,846.00"/>	Total: <input type="text" value="\$13,846.00"/>
1 5 0	14 H Motor Grader or equivalent	Quantity: <u> 1 </u> UOM: <u>MONTHLY</u>	Unit Price: <input type="text" value="\$14,769.00"/>	Total: <input type="text" value="\$14,769.00"/>
1 5 1	Backhoe with cab, extended hoe, two wheel drive or four wheel drive	Quantity: <u> 1 </u> UOM: <u>MONTHLY</u>	Unit Price: <input type="text" value="\$2,834.00"/>	Total: <input type="text" value="\$2,834.00"/>

1 5 2	10 Wheel 5th Wheel Tractor with Hydraulic Wet Kit Quantity: <u> 1 </u> UOM: <u>MONTHLY</u>	No Bid	
1 5 3	Gradall with Tracks or Swamp Tires Quantity: <u> 1 </u> UOM: <u>MONTHLY</u>	No Bid	
1 5 4	631 Scrapper Quantity: <u> 1 </u> UOM: <u>MONTHLY</u>	Unit Price: <input type="text" value="\$32,000.00"/>	Total: <input type="text" value="\$32,000.00"/>
1 5 5	623 Paddle Wheel Scrapper Quantity: <u> 1 </u> UOM: <u>MONTHLY</u>	Unit Price: <input type="text" value="\$28,000.00"/>	Total: <input type="text" value="\$28,000.00"/>
1 5 6	29-30,000 Excavator Quantity: <u> 1 </u> UOM: <u>MONTHLY</u>	No Bid	
1 5 7	44-46,000 Excavator Quantity: <u> 1 </u> UOM: <u>MONTHLY</u>	Unit Price: <input type="text" value="\$13,042.00"/>	Total: <input type="text" value="\$13,042.00"/>
1 5 8	53-55,000 Excavator Quantity: <u> 1 </u> UOM: <u>MONTHLY</u>	Unit Price: <input type="text" value="\$15,231.00"/>	Total: <input type="text" value="\$15,231.00"/>
1 5 9	45' Articulated Boom Quantity: <u> 1 </u> UOM: <u>MONTHLY</u>	Unit Price: <input type="text" value="\$2,453.00"/>	Total: <input type="text" value="\$2,453.00"/>
1 6 0	80' Boom Diesel 4 Wheel Drive Straight Boom Quantity: <u> 1 </u> UOM: <u>MONTHLY</u>	Unit Price: <input type="text" value="\$5,675.00"/>	Total: <input type="text" value="\$5,675.00"/>
1 6 1	126' Boom Diesel 4 Wheel Drive Straight Boom Quantity: <u> 1 </u> UOM: <u>MONTHLY</u>	Unit Price: <input type="text" value="\$9,998.00"/>	Total: <input type="text" value="\$9,998.00"/>
1 6 2	Track Skidsteer (262 Cat) Quantity: <u> 1 </u> UOM: <u>MONTHLY</u>	Unit Price: <input type="text" value="\$3,294.00"/>	Total: <input type="text" value="\$3,294.00"/>
1 6 3	210 x 4 link belt excavator - 48" bucket with smooth edge Quantity: <u> 1 </u> UOM: <u>MONTHLY</u>	Unit Price: <input type="text" value="\$16,912.00"/>	Total: <input type="text" value="\$16,912.00"/>
1 6 4	245 X 4 link belt excavator - 36" bucket with smooth edge with hyd hammer Quantity: <u> 1 </u> UOM: <u>MONTHLY</u>	Unit Price: <input type="text" value="\$35,680.00"/>	Total: <input type="text" value="\$35,680.00"/>
1 6 5	245 X 4 link belt excavator - 36" bucket without smooth edge with hyd hammer Quantity: <u> 1 </u> UOM: <u>MONTHLY</u>	Unit Price: <input type="text" value="\$35,230.00"/>	Total: <input type="text" value="\$35,230.00"/>
1 6 6	8000 Gallon Water Wagon Quantity: <u> 1 </u> UOM: <u>MONTHLY</u>	No Bid	

1 6 7	<p>Excess Odometer Charges if City Exceeds Mileage. Price per mile charge.</p> <p>Quantity: <u> 1 </u> UOM: <u>MONTHLY</u> Unit Price: No response Total: No response</p> <p>Supplier Notes: No Charge</p>
1 6 8	<p>Other equipment charges associated with equipment rental. Undefined. Please explain in your comments. Place 0.0 in this block if there are none.</p> <p>Quantity: <u> 1 </u> UOM: <u>MONTHLY</u> Unit Price: \$1.99 Total: \$1.99</p> <p>Supplier Notes: Environmental Fee is charged as a percentage: 1.99% of rental charge, or a minimum of \$15, whichever is greater.</p>
1 6 9	<p>Number of rental Locations within the City of North Las Vegas. Enter number of locations.</p> <p>Quantity: <u> 1 </u> UOM: <u>MONTHLY</u> Unit Price: \$1.00 Total: \$1.00</p> <p>Supplier Notes: 4129 Losee Rd, North Las Vegas, NV 89030</p>
1 7 0	<p>Refueling Service charge if the City does not return a full Vehicle. Price per gallon.</p> <p>Quantity: <u> 1 </u> UOM: <u>MONTHLY</u> Unit Price: \$9.95 Total: \$9.95</p>
1 7 1	<p>Delivery and Pick-up Transportation Charges. Enter 0.00 if this is included in your rental fees.</p> <p>Quantity: <u> 1 </u> UOM: <u>MONTHLY</u> Unit Price: \$135.00 Total: \$135.00</p> <p>Supplier Notes: Delivery and Pickup charge is \$135 each way. Oversized and permitted loads for larger equipment may be higher as reflected in the attached pricing worksheet.</p>
1 7 2	<p>185 CFM Diesel Air Compressor</p> <p style="text-align: center;">UNDER 50 HOURS OF</p> <p>Quantity: <u> 1 </u> UOM: <u>USAGE</u> Unit Price: \$1,037.00 Total: \$1,037.00</p>
1 7 3	<p>5kw Generator</p> <p style="text-align: center;">UNDER 50 HOURS OF</p> <p>Quantity: <u> 1 </u> UOM: <u>USAGE</u> Unit Price: \$653.00 Total: \$653.00</p> <p>Supplier Notes: Please note in response to monthly rates for UNDER 50 HOURS OF USAGE and OVER 50 HOURS OF USAGE, our monthly rental rate is based on time of possession and offers 160 hours of use during that period. An overtime charge applies to hours of use that extend past 160 hours as follows: 161-320 hours-1.5 times the monthly rate. 321 plus hours-2.0 times the monthly rate. There is no discount offered for monthly usage under 50 hours of use.</p>
1 7 4	<p>4000 Watt Diesel Generator</p> <p style="text-align: center;">UNDER 50 HOURS OF</p> <p>Quantity: <u> 1 </u> UOM: <u>USAGE</u> Unit Price: \$638.00 Total: \$638.00</p> <p>Supplier Notes: Please note in response to monthly rates for UNDER 50 HOURS OF USAGE and OVER 50 HOURS OF USAGE, our monthly rental rate is based on time of possession and offers 160 hours of use during that period. An overtime charge applies to hours of use that extend past 160 hours as follows: 161-320 hours-1.5 times the monthly rate. 321 plus hours-2.0 times the monthly rate. There is no discount offered for monthly usage under 50 hours of use.</p>

175	50kw Diesel Generator	Quantity: <u>1</u> UOM: <u>UNDER 50 HOURS OF USAGE</u> Unit Price: <u>\$2,382.00</u> Total: <u>\$2,382.00</u>
	Supplier Notes: Please note in response to monthly rates for UNDER 50 HOURS OF USAGE and OVER 50 HOURS OF USAGE, our monthly rental rate is based on time of possession and offers 160 hours of use during that period. An overtime charge applies to hours of use that extend past 160 hours as follows: 161-320 hours-1.5 times the monthly rate. 321 plus hours-2.0 times the monthly rate. There is no discount offered for monthly usage under 50 hours of use.	
176	Hydraulic Compactor (Backhoe)	Quantity: <u>1</u> UOM: <u>UNDER 50 HOURS OF USAGE</u> No Bid
177	30" Walk Behind Roller (Padfoot)	Quantity: <u>1</u> UOM: <u>UNDER 50 HOURS OF USAGE</u> Unit Price: <u>\$3,846.00</u> Total: <u>\$3,846.00</u>
178	DD 25 Roller (or equivalent)	Quantity: <u>1</u> UOM: <u>UNDER 50 HOURS OF USAGE</u> Unit Price: <u>\$3,076.00</u> Total: <u>\$3,076.00</u>
179	84" Smooth Drum Soil Compactor	Quantity: <u>1</u> UOM: <u>UNDER 50 HOURS OF USAGE</u> Unit Price: <u>\$9,998.00</u> Total: <u>\$9,998.00</u>
180	84" Pad Foot Soil Compactor	Quantity: <u>1</u> UOM: <u>UNDER 50 HOURS OF USAGE</u> Unit Price: <u>\$10,153.00</u> Total: <u>\$10,153.00</u>
181	20,000 Pound Dozer	Quantity: <u>1</u> UOM: <u>UNDER 50 HOURS OF USAGE</u> No Bid
182	35,000 Pound Dozer	Quantity: <u>1</u> UOM: <u>UNDER 50 HOURS OF USAGE</u> No Bid
183	40,000 Pound Dozer	Quantity: <u>1</u> UOM: <u>UNDER 50 HOURS OF USAGE</u> Unit Price: <u>\$15,230.00</u> Total: <u>\$15,230.00</u>
184	D8 Dozer with Cab and Rippers	Quantity: <u>1</u> UOM: <u>UNDER 50 HOURS OF USAGE</u> Unit Price: <u>\$26,924.00</u> Total: <u>\$26,924.00</u>
185	D10 Dozer with Cab and Rippers	Quantity: <u>1</u> UOM: <u>UNDER 50 HOURS OF USAGE</u> Unit Price: <u>\$37,539.00</u> Total: <u>\$37,539.00</u>
186	14,000 Pound Backhoe (JD 420 or equivalent)	Quantity: <u>1</u> UOM: <u>UNDER 50 HOURS OF USAGE</u> Unit Price: <u>\$2,628.00</u> Total: <u>\$2,628.00</u>

187	44,000 Pound Excavator UNDER 50 HOURS OF Quantity: <u>1</u> UOM: <u>USAGE</u>	Unit Price: <input type="text" value="\$11,385.00"/>	Total: <input type="text" value="\$11,385.00"/>
188	262 Cat Skidsteer with Standard Material Bucket UNDER 50 HOURS OF Quantity: <u>1</u> UOM: <u>USAGE</u>	Unit Price: <input type="text" value="\$3,003.00"/>	Total: <input type="text" value="\$3,003.00"/>
189	262 Cat Skidsteer with Breaker Attachment UNDER 50 HOURS OF Quantity: <u>1</u> UOM: <u>USAGE</u>	Unit Price: <input type="text" value="\$6,473.00"/>	Total: <input type="text" value="\$6,473.00"/>
190	262 Cat Skidsteer with Broom Attachment UNDER 50 HOURS OF Quantity: <u>1</u> UOM: <u>USAGE</u>	Unit Price: <input type="text" value="\$5,071.00"/>	Total: <input type="text" value="\$5,071.00"/>
191	262 Cat Skidsteer with Angle Broom Attachment Quantity: <u>1</u> UOM: <u>UNDER 50 HOURS OF USAGE</u>	No Bid	
192	Hydraulic Compactor (Excavator) Quantity: <u>1</u> UOM: <u>UNDER 50 HOURS OF USAGE</u>	No Bid	
193	2000 Gallon Water Truck UNDER 50 HOURS OF Quantity: <u>1</u> UOM: <u>USAGE</u>	Unit Price: <input type="text" value="\$3,300.00"/>	Total: <input type="text" value="\$3,300.00"/>
194	4000 Gallon Water Truck UNDER 50 HOURS OF Quantity: <u>1</u> UOM: <u>USAGE</u>	Unit Price: <input type="text" value="\$5,500.00"/>	Total: <input type="text" value="\$5,500.00"/>
195	10,000 Gallon Water Pull UNDER 50 HOURS OF Quantity: <u>1</u> UOM: <u>USAGE</u>	Unit Price: <input type="text" value="\$20,307.00"/>	Total: <input type="text" value="\$20,307.00"/>
196	Slop Flail Mower Quantity: <u>1</u> UOM: <u>UNDER 50 HOURS OF USAGE</u>	No Bid	
197	5 Yard Dump Truck UNDER 50 HOURS OF Quantity: <u>1</u> UOM: <u>USAGE</u>	Unit Price: <input type="text" value="\$2,450.00"/>	Total: <input type="text" value="\$2,450.00"/>
198	10 Yard Dump Truck UNDER 50 HOURS OF Quantity: <u>1</u> UOM: <u>USAGE</u>	Unit Price: <input type="text" value="\$6,500.00"/>	Total: <input type="text" value="\$6,500.00"/>
199	20 Yard End Dump with Tractor Quantity: <u>1</u> UOM: <u>UNDER 50 HOURS OF USAGE</u>	No Bid	
200	12,000 Gallon Stand Tank UNDER 50 HOURS OF Quantity: <u>1</u> UOM: <u>USAGE</u>	Unit Price: <input type="text" value="\$6,923.00"/>	Total: <input type="text" value="\$6,923.00"/>

201	7 Ton Pneumatic Roller	Quantity: <u> 1 </u> UOM: <u>UNDER 50 HOURS OF USAGE</u>	No Bid	
202	10 Ton Double Drum AC Roller	Quantity: <u> 1 </u> UOM: <u>UNDER 50 HOURS OF USAGE</u>	No Bid	
203	Self Propelled Asphalt Laydown Machine (18')	Quantity: <u> 1 </u> UOM: <u>UNDER 50 HOURS OF USAGE</u>	No Bid	
204	3 Cubic Yard Rubber Tire Loader	Quantity: <u> 1 </u> UOM: <u>UNDER 50 HOURS OF USAGE</u>	Unit Price: <input type="text" value="\$10,770.00"/>	Total: <input type="text" value="\$10,770.00"/>
205	4 Cubic Yard Rubber Tire Loader	Quantity: <u> 1 </u> UOM: <u>UNDER 50 HOURS OF USAGE</u>	Unit Price: <input type="text" value="\$6,924.00"/>	Total: <input type="text" value="\$6,924.00"/>
206	5 Cubic Yard Rubber Tire Loader	Quantity: <u> 1 </u> UOM: <u>UNDER 50 HOURS OF USAGE</u>	Unit Price: <input type="text" value="\$13,846.00"/>	Total: <input type="text" value="\$13,846.00"/>
207	14 H Motor Grader or equivalent	Quantity: <u> 1 </u> UOM: <u>UNDER 50 HOURS OF USAGE</u>	Unit Price: <input type="text" value="\$14,769.00"/>	Total: <input type="text" value="\$14,769.00"/>
208	Backhoe with cab, extended hoe, two wheel drive or four wheel drive	Quantity: <u> 1 </u> UOM: <u>UNDER 50 HOURS OF USAGE</u>	Unit Price: <input type="text" value="\$2,834.00"/>	Total: <input type="text" value="\$2,834.00"/>
209	10 Wheel 5th Wheel Tractor with Hydraulic Wet Kit	Quantity: <u> 1 </u> UOM: <u>UNDER 50 HOURS OF USAGE</u>	No Bid	
210	Gradall with Tracks or Swamp Tires	Quantity: <u> 1 </u> UOM: <u>UNDER 50 HOURS OF USAGE</u>	No Bid	
211	631 Scrapper	Quantity: <u> 1 </u> UOM: <u>UNDER 50 HOURS OF USAGE</u>	Unit Price: <input type="text" value="\$32,000.00"/>	Total: <input type="text" value="\$32,000.00"/>
212	623 Paddle Wheel Scrapper	Quantity: <u> 1 </u> UOM: <u>UNDER 50 HOURS OF USAGE</u>	Unit Price: <input type="text" value="\$28,000.00"/>	Total: <input type="text" value="\$28,000.00"/>
213	29-30,000 Excavator	Quantity: <u> 1 </u> UOM: <u>UNDER 50 HOURS OF USAGE</u>	No Bid	
214	44-46,000 Excavator	Quantity: <u> 1 </u> UOM: <u>UNDER 50 HOURS OF USAGE</u>	Unit Price: <input type="text" value="\$13,042.00"/>	Total: <input type="text" value="\$13,042.00"/>

2 1 5	53-55,000 Excavator Quantity: <u> 1 </u> UOM: <u>UNDER 50 HOURS OF USAGE</u>	Unit Price: \$15,231.00	Total: \$15,231.00
2 1 6	45' Articulated Boom Quantity: <u> 1 </u> UOM: <u>UNDER 50 HOURS OF USAGE</u>	Unit Price: \$2,453.00	Total: \$2,453.00
2 1 7	80' Boom Diesel 4 Wheel Drive Straight Boom Quantity: <u> 1 </u> UOM: <u>UNDER 50 HOURS OF USAGE</u>	Unit Price: \$5,675.00	Total: \$5,675.00
2 1 8	126' Boom Diesel 4 Wheel Drive Straight Boom Quantity: <u> 1 </u> UOM: <u>UNDER 50 HOURS OF USAGE</u>	Unit Price: \$9,998.00	Total: \$9,998.00
2 1 9	Track Skidsteer (262 Cat) Quantity: <u> 1 </u> UOM: <u>UNDER 50 HOURS OF USAGE</u>	Unit Price: \$3,294.00	Total: \$3,294.00
2 2 0	210 x 4 link belt excavator - 48" bucket with smooth edge Quantity: <u> 1 </u> UOM: <u>UNDER 50 HOURS OF USAGE</u>	Unit Price: \$16,912.00	Total: \$16,912.00
2 2 1	245 X 4 link belt excavator - 36" bucket with smooth edge with hyd hammer Quantity: <u> 1 </u> UOM: <u>UNDER 50 HOURS OF USAGE</u>	Unit Price: \$35,680.00	Total: \$35,680.00
2 2 2	245 X 4 link belt excavator - 36" bucket without smooth edge with hyd hammer Quantity: <u> 1 </u> UOM: <u>UNDER 50 HOURS OF USAGE</u>	Unit Price: \$35,230.00	Total: \$35,230.00
2 2 3	8000 Gallon Water Wagon Quantity: <u> 1 </u> UOM: <u>UNDER 50 HOURS OF USAGE</u>	No Bid	
2 2 4	Excess Odometer Charges if City Exceeds Mileage. Price per mile charge. Quantity: <u> 1 </u> UOM: <u>UNDER 50 HOURS OF USAGE</u> Unit Price: No response Total: No response Supplier Notes: No Charge		
2 2 5	Other equipment charges associated with equipment rental. Undefined. Please explain in your comments. Place 0.0 in this block if there are none. Quantity: <u> 1 </u> UOM: <u>UNDER 50 HOURS OF USAGE</u> Unit Price: \$1.99 Total: \$1.99 Supplier Notes: Environmental Fee is charged as a percentage: 1.99% of rental charge, or a minimum of \$15, whichever is greater.		
2 2 6	Number of rental Locations within the City of North Las Vegas. Enter number of locations. Quantity: <u> 1 </u> UOM: <u>UNDER 50 HOURS OF USAGE</u> Unit Price: \$1.00 Total: \$1.00 Supplier Notes: 4129 Losee Rd, North Las Vegas, NV 89030		

2 2 7	Refueling Service charge if the City does not return a full Vehicle. Price per gallon. <div style="text-align: center;">UNDER 50 HOURS OF</div> Quantity: <u> 1 </u> UOM: <u> USAGE </u> Unit Price: \$9.95 Total: \$9.95
2 2 8	Delivery and Pick-up Transportation Charges. Enter 0.00 if this is included in your rental fees. <div style="text-align: center;">UNDER 50 HOURS OF</div> Quantity: <u> 1 </u> UOM: <u> USAGE </u> Unit Price: \$135.00 Total: \$135.00 Supplier Notes: Delivery and Pickup charge is \$135 each way. Oversized and permitted loads for larger equipment may be higher as reflected in the attached pricing worksheet.
2 2 9	185 CFM Diesel Air Compressor <div style="text-align: center;">OVER 50 HOURS OF</div> Quantity: <u> 1 </u> UOM: <u> USAGE </u> Unit Price: \$1,037.00 Total: \$1,037.00
2 3 0	5kw Generator <div style="text-align: center;">OVER 50 HOURS OF</div> Quantity: <u> 1 </u> UOM: <u> USAGE </u> Unit Price: \$653.00 Total: \$653.00 Supplier Notes: Please note in response to monthly rates for UNDER 50 HOURS OF USAGE and OVER 50 HOURS OF USAGE, our monthly rental rate is based on time of possession and offers 160 hours of use during that period. An overtime charge applies to hours of use that extend past 160 hours as follows: 161-320 hours-1.5 times the monthly rate. 321 plus hours-2.0 times the monthly rate. There is no
2 3 1	4000 Watt Diesel Generator <div style="text-align: center;">OVER 50 HOURS OF</div> Quantity: <u> 1 </u> UOM: <u> USAGE </u> Unit Price: \$638.00 Total: \$638.00 Supplier Notes: Please note in response to monthly rates for UNDER 50 HOURS OF USAGE and OVER 50 HOURS OF USAGE, our monthly rental rate is based on time of possession and offers 160 hours of use during that period. An overtime charge applies to hours of use that extend past 160 hours as follows: 161-320 hours-1.5 times the monthly rate. 321 plus hours-2.0 times the monthly rate. There is no
2 3 2	50kw Diesel Generator <div style="text-align: center;">OVER 50 HOURS OF</div> Quantity: <u> 1 </u> UOM: <u> USAGE </u> Unit Price: \$2,382.00 Total: \$2,382.00 Supplier Notes: Please note in response to monthly rates for UNDER 50 HOURS OF USAGE and OVER 50 HOURS OF USAGE, our monthly rental rate is based on time of possession and offers 160 hours of use during that period. An overtime charge applies to hours of use that extend past 160 hours as follows: 161-320 hours-1.5 times the monthly rate. 321 plus hours-2.0 times the monthly rate. There is no
2 3 3	Hydraulic Compactor (Backhoe) Quantity: <u> 1 </u> UOM: <u> OVER 50 HOURS OF USAGE </u> <div style="text-align: right; color: red; font-weight: bold;">No Bid</div>
2 3 4	30" Walk Behind Roller (Padfoot) <div style="text-align: center;">OVER 50 HOURS OF</div> Quantity: <u> 1 </u> UOM: <u> USAGE </u> Unit Price: \$3,846.00 Total: \$3,846.00
2 3 5	DD 25 Roller (or equivalent) <div style="text-align: center;">OVER 50 HOURS OF</div> Quantity: <u> 1 </u> UOM: <u> USAGE </u> Unit Price: \$3,076.00 Total: \$3,076.00

2 3 6	84" Smooth Drum Soil Compactor OVER 50 HOURS OF Quantity: <u>1</u> UOM: <u>USAGE</u>	Unit Price: <input type="text" value="\$9,998.00"/>	Total: <input type="text" value="\$9,998.00"/>
2 3 7	84" Pad Foot Soil Compactor OVER 50 HOURS OF Quantity: <u>1</u> UOM: <u>USAGE</u>	Unit Price: <input type="text" value="\$10,153.00"/>	Total: <input type="text" value="\$10,153.00"/>
2 3 8	20,000 Pound Dozer Quantity: <u>1</u> UOM: <u>OVER 50 HOURS OF USAGE</u>		No Bid
2 3 9	35,000 Pound Dozer Quantity: <u>1</u> UOM: <u>OVER 50 HOURS OF USAGE</u>		No Bid
2 4 0	40,000 Pound Dozer OVER 50 HOURS OF Quantity: <u>1</u> UOM: <u>USAGE</u>	Unit Price: <input type="text" value="\$15,230.00"/>	Total: <input type="text" value="\$15,230.00"/>
2 4 1	D8 Dozer with Cab and Rippers OVER 50 HOURS OF Quantity: <u>1</u> UOM: <u>USAGE</u>	Unit Price: <input type="text" value="\$26,924.00"/>	Total: <input type="text" value="\$26,924.00"/>
2 4 2	D10 Dozer with Cab and Rippers OVER 50 HOURS OF Quantity: <u>1</u> UOM: <u>USAGE</u>	Unit Price: <input type="text" value="\$27,537.00"/>	Total: <input type="text" value="\$27,537.00"/>
2 4 3	14,000 Pound Backhoe (JD 420 or equivalent) OVER 50 HOURS OF Quantity: <u>1</u> UOM: <u>USAGE</u>	Unit Price: <input type="text" value="\$2,628.00"/>	Total: <input type="text" value="\$2,628.00"/>
2 4 4	44,000 Pound Excavator OVER 50 HOURS OF Quantity: <u>1</u> UOM: <u>USAGE</u>	Unit Price: <input type="text" value="\$11,385.00"/>	Total: <input type="text" value="\$11,385.00"/>
2 4 5	262 Cat Skidsteer with Standard Material Bucket OVER 50 HOURS OF Quantity: <u>1</u> UOM: <u>USAGE</u>	Unit Price: <input type="text" value="\$3,003.00"/>	Total: <input type="text" value="\$3,003.00"/>
2 4 6	262 Cat Skidsteer with Breaker Attachment OVER 50 HOURS OF Quantity: <u>1</u> UOM: <u>USAGE</u>	Unit Price: <input type="text" value="\$6,473.00"/>	Total: <input type="text" value="\$6,473.00"/>
2 4 7	262 Cat Skidsteer with Broom Attachment OVER 50 HOURS OF Quantity: <u>1</u> UOM: <u>USAGE</u>	Unit Price: <input type="text" value="\$5,071.00"/>	Total: <input type="text" value="\$5,071.00"/>
2 4 8	262 Cat Skidsteer with Angle Broom Attachment Quantity: <u>1</u> UOM: <u>OVER 50 HOURS OF USAGE</u>		No Bid
2 4 9	Hydraulic Compactor (Excavator) Quantity: <u>1</u> UOM: <u>OVER 50 HOURS OF USAGE</u>		No Bid

250	2000 Gallon Water Truck OVER 50 HOURS OF Quantity: <u>1</u> UOM: <u>USAGE</u> Unit Price: <input type="text" value="\$3,300.00"/> Total: <input type="text" value="\$3,300.00"/>
251	4000 Gallon Water Truck OVER 50 HOURS OF Quantity: <u>1</u> UOM: <u>USAGE</u> Unit Price: <input type="text" value="\$5,500.00"/> Total: <input type="text" value="\$5,500.00"/>
252	10,000 Gallon Water Pull OVER 50 HOURS OF Quantity: <u>1</u> UOM: <u>USAGE</u> Unit Price: <input type="text" value="\$20,307.00"/> Total: <input type="text" value="\$20,307.00"/>
253	Slop Flail Mower Quantity: <u>1</u> UOM: <u>OVER 50 HOURS OF USAGE</u> No Bid
254	5 Yard Dump Truck OVER 50 HOURS OF Quantity: <u>1</u> UOM: <u>USAGE</u> Unit Price: <input type="text" value="\$2,450.00"/> Total: <input type="text" value="\$2,450.00"/>
255	10 Yard Dump Truck OVER 50 HOURS OF Quantity: <u>1</u> UOM: <u>USAGE</u> Unit Price: <input type="text" value="\$6,500.00"/> Total: <input type="text" value="\$6,500.00"/>
256	20 Yard End Dump with Tractor Quantity: <u>1</u> UOM: <u>OVER 50 HOURS OF USAGE</u> No Bid
257	12,000 Gallon Stand Tank OVER 50 HOURS OF Quantity: <u>1</u> UOM: <u>USAGE</u> Unit Price: <input type="text" value="\$6,923.00"/> Total: <input type="text" value="\$6,923.00"/>
258	7 Ton Pneumatic Roller Quantity: <u>1</u> UOM: <u>OVER 50 HOURS OF USAGE</u> No Bid
259	10 Ton Double Drum AC Roller Quantity: <u>1</u> UOM: <u>OVER 50 HOURS OF USAGE</u> No Bid
260	Self Propelled Asphalt Laydown Machine (18') Quantity: <u>1</u> UOM: <u>OVER 50 HOURS OF USAGE</u> No Bid
261	3 Cubic Yard Rubber Tire Loader OVER 50 HOURS OF Quantity: <u>1</u> UOM: <u>USAGE</u> Unit Price: <input type="text" value="\$10,770.00"/> Total: <input type="text" value="\$10,770.00"/>
262	4 Cubic Yard Rubber Tire Loader OVER 50 HOURS OF Quantity: <u>1</u> UOM: <u>USAGE</u> Unit Price: <input type="text" value="\$6,924.00"/> Total: <input type="text" value="\$6,924.00"/>
263	5 Cubic Yard Rubber Tire Loader OVER 50 HOURS OF Quantity: <u>1</u> UOM: <u>USAGE</u> Unit Price: <input type="text" value="\$13,846.00"/> Total: <input type="text" value="\$13,846.00"/>

264	14 H Motor Grader or equivalent OVER 50 HOURS OF Quantity: <u> 1 </u> UOM: <u>USAGE</u> Unit Price: <input type="text" value="\$14,769.00"/> Total: <input type="text" value="\$14,769.00"/>
265	Backhoe with cab, extended hoe, two wheel drive or four wheel drive OVER 50 HOURS OF Quantity: <u> 1 </u> UOM: <u>USAGE</u> Unit Price: <input type="text" value="\$2,834.00"/> Total: <input type="text" value="\$2,834.00"/>
266	10 Wheel 5th Wheel Tractor with Hydraulic Wet Kit Quantity: <u> 1 </u> UOM: <u>OVER 50 HOURS OF USAGE</u> No Bid
267	Gradall with Tracks or Swamp Tires Quantity: <u> 1 </u> UOM: <u>OVER 50 HOURS OF USAGE</u> No Bid
268	631 Scraper OVER 50 HOURS OF Quantity: <u> 1 </u> UOM: <u>USAGE</u> Unit Price: <input type="text" value="\$32,000.00"/> Total: <input type="text" value="\$32,000.00"/>
269	623 Paddle Wheel Scraper OVER 50 HOURS OF Quantity: <u> 1 </u> UOM: <u>USAGE</u> Unit Price: <input type="text" value="\$28,000.00"/> Total: <input type="text" value="\$28,000.00"/>
270	29-30,000 Excavator Quantity: <u> 1 </u> UOM: <u>OVER 50 HOURS OF USAGE</u> No Bid
271	44-46,000 Excavator OVER 50 HOURS OF Quantity: <u> 1 </u> UOM: <u>USAGE</u> Unit Price: <input type="text" value="\$13,042.00"/> Total: <input type="text" value="\$13,042.00"/>
272	53-55,000 Excavator OVER 50 HOURS OF Quantity: <u> 1 </u> UOM: <u>USAGE</u> Unit Price: <input type="text" value="\$15,231.00"/> Total: <input type="text" value="\$15,231.00"/>
273	45' Articulated Boom OVER 50 HOURS OF Quantity: <u> 1 </u> UOM: <u>USAGE</u> Unit Price: <input type="text" value="\$2,453.00"/> Total: <input type="text" value="\$2,453.00"/>
274	80' Boom Diesel 4 Wheel Drive Straight Boom OVER 50 HOURS OF Quantity: <u> 1 </u> UOM: <u>USAGE</u> Unit Price: <input type="text" value="\$5,675.00"/> Total: <input type="text" value="\$5,675.00"/>
275	126' Boom Diesel 4 Wheel Drive Straight Boom OVER 50 HOURS OF Quantity: <u> 1 </u> UOM: <u>USAGE</u> Unit Price: <input type="text" value="\$9,998.00"/> Total: <input type="text" value="\$9,998.00"/>
276	Track Skidsteer (262 Cat) OVER 50 HOURS OF Quantity: <u> 1 </u> UOM: <u>USAGE</u> Unit Price: <input type="text" value="\$3,294.00"/> Total: <input type="text" value="\$3,294.00"/>

2 7 7	210 x 4 link belt excavator - 48" bucket with smooth edge OVER 50 HOURS OF Quantity: <u> 1 </u> UOM: <u> USAGE </u> Unit Price: \$16,912.00 Total: \$16,912.00
2 7 8	245 X 4 link belt excavator - 36" bucket with smooth edge with hyd hammer OVER 50 HOURS OF Quantity: <u> 1 </u> UOM: <u> USAGE </u> Unit Price: \$35,680.00 Total: \$35,680.00
2 7 9	245 X 4 link belt excavator - 36" bucket without smooth edge with hyd hammer OVER 50 HOURS OF Quantity: <u> 1 </u> UOM: <u> USAGE </u> Unit Price: \$35,230.00 Total: \$35,230.00
2 8 0	8000 Gallon Water Wagon Quantity: <u> 1 </u> UOM: <u> OVER 50 HOURS OF USAGE </u> No Bid
2 8 1	Excess Odometer Charges if City Exceeds Mileage. Price per mile charge. OVER 50 HOURS OF Quantity: <u> 1 </u> UOM: <u> USAGE </u> Unit Price: No response Total: No response Supplier Notes: No Charge
2 8 2	Other equipment charges associated with equipment rental. Undefined. Please explain in your comments. Place 0.0 in this block if there are none. OVER 50 HOURS OF Quantity: <u> 1 </u> UOM: <u> USAGE </u> Unit Price: \$1.99 Total: \$1.99 Supplier Notes: Environmental Fee is charged as a percentage: 1.99% of rental charge, or a minimum of \$15, whichever is greater.
2 8 3	Number of rental Locations within the City of North Las Vegas. Enter number of locations. OVER 50 HOURS OF Quantity: <u> 1 </u> UOM: <u> USAGE </u> Unit Price: \$1.00 Total: \$1.00 Supplier Notes: 4129 Losee Rd, North Las Vegas, NV 89030
2 8 4	Refueling Service charge if the City does not return a full Vehicle. Price per gallon. OVER 50 HOURS OF Quantity: <u> 1 </u> UOM: <u> USAGE </u> Unit Price: \$9.95 Total: \$9.95
2 8 5	Delivery and Pick-up Transportation Charges. Enter 0.00 if this is included in your rental fees. OVER 50 HOURS OF Quantity: <u> 1 </u> UOM: <u> USAGE </u> Unit Price: \$135.00 Total: \$135.00 Supplier Notes: Delivery and Pickup charge is \$135 each way. Oversized and permitted loads for larger equipment may be higher as reflected in the attached pricing worksheet.

Response Total: \$1,485,260.70



December 15, 2022

INTRODUCTION LETTER

To: City of North Las Vegas
Attn: Joy Yoshida

Bid: B-1682 Heavy Equipment Rental

Bidder: H&E Equipment Services, Inc. (H&E)

Local Address/Phone: 4129 Losee Rd, North Las Vegas, NV 89030-3332
702-320-6500

H&E has 2 full-service branches in Nevada and over 120 branches nationwide and we are growing.

NOTE: UNDER 50 HOURS OF USAGE and OVER 50 HOURS OF USAGE

Please note in response to monthly rates for **UNDER 50 HOURS OF USAGE and OVER 50 HOURS OF USAGE**, our monthly rental rate is based on time of possession and offers 160 hours of use during that period. An overtime charge applies to hours of use that extend past 160 hours as follows: 161-320 hours-1.5 times the monthly rate. 321 plus hours-2.0 times the monthly rate. There is no discount offered for monthly usage under 50 hours of use.

EXPERIENCE, QUALIFICATIONS

Experience

Founded in 1961, H&E Equipment Services has decades of experience in the equipment industry and is one of the largest integrated equipment companies in the nation, providing the higher standard in equipment rentals, sales, parts, and service. We have provided equipment rentals to numerous government agencies. Our key personnel in the region average nearly 10 years in the equipment business. They leverage our national fleet of equipment with a local approach, working closely with customers to understand their needs and provide them reliability, fair prices, and the support of a first-class service team. We're an equipment company, run by equipment people. Where others stop, we continue.

Qualifications

H&E Equipment Service, Inc. (H&E) is ranked 7th in RER's Top 100 equipment rental companies nationwide and is one of the largest integrated equipment services companies in the United States with 120 full-service facilities throughout the West Coast, Intermountain, Southwest, Gulf Coast, Mid-Atlantic and Southeast regions. The company is focused on heavy construction and industrial equipment, and



rents, sells, and provides parts and services support for four core categories of specialized equipment: (1) aerial platform equipment; (2) earthmoving equipment; (3) material handling equipment; (4) pump and power; (5) general construction equipment. By providing equipment rental, sales, on-site parts, repair services, and maintenance functions under one roof, the Company is a one-stop provider for its customers' varied equipment needs.

Website: www.HE-equipment.com

H&E - Video Introduction:

On YouTube: Our Story – <https://youtu.be/6P4nRFiAuBQ>

On Vimeo: <https://vimeo.com/heequipment/our-story-sales>

CONTACT

Branch Contacts

George Winn, Branch Manager
gwinn@he-equipment.com
702-320-6500

Eric Walling
Territory Sales Manager
ewalling@he-equipment.com
702-375-4539

Government Rentals Contact

Toby Hawkins, Director of Government Rentals and Sales
Email: govsales@he-equipment.com
Phone: 888-446-8725

We are eager and looking forward to taking care of City North Las Vegas' equipment needs.

Please feel free to contact us with any questions.

Sincerely,

A handwritten signature in black ink, reading 'Toby Hawkins'.

Toby Hawkins
Directory of Government Rentals and Sales
Mobile: 801-450-1095
thawkins@he-equipment.com

Mayor
Pamela A. Goynes-Brown

City Manager
Ryann Juden

Council Members
Scott Black

Isaac E. Barron
Richard J. Cherchio



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

December 6, 2022

CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1682 Heavy Duty Equipment Rental

Bids will be received electronically only through the Nevada Gov eMarketplace (NGEM) System at www.ngemnva.com until **December 27, 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# 260-338-9982, Meeting Pin# 422 779 250# on the Bid Due Date.**

An optional Pre-Bid Meeting will be held on **December 13, 2022 at 1:00 p.m. local time** via Google Meet conference call, Telephone # 319-535-2378, Meeting Pin# 484 903 326#. The purpose of this meeting is to discuss the Invitation to Bid requirements and answer any questions or concerns. Any and all questions asked during the Pre-Bid meeting must be submitted in writing either via email or submitted in NGEM at the conclusion of the Pre-Bid Meeting.

All questions or concerns must be submitted electronically in NGEM or via e-mail to Joy Yoshida, Buyer, at yoshidaj@cityofnorthlasvegas.com. The cut-off time for all questions is **December 20, 2022 at 12:00 p.m. local time**. All questions received will be consolidated and answered AFTER the question cut off period via Addendum on NGEM. Any questions received after the question cut off period will not be answered.

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

Marie Leake
Procurement Manager

Published in the Las Vegas Review Journal (December 6, 2022)

**CITY OF NORTH LAS VEGAS INVITATION TO BID
BID B-1682 Heavy Duty Equipment Rental**

1. PUBLIC RECORDS:

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

2. PERFORMANCE OF WORK:

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

3. FORM OF CONTRACT:

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

4. ELECTRONIC BID THROUGH NGEM SYSTEM:

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

5. EXPLANATION TO RESPONDENT:

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

6. METHOD OF EVALUATION AND AWARD OPTIONS:

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

7. ASSIGNMENT OF CONTRACTUAL RIGHTS:

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

8. CONDITIONS OF BID SUBMITTAL:

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

9. BID PROTESTS:

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

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

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

10. LICENSES:

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

11. PUBLIC OPENING:

Bids received will be opened and the name of the Respondent's company will be read via conference call at the time and place indicated in the Bid documents. Respondents, their authorized agents, and the public are invited to call in. No responsibility will attach to any City official or employee for the pre-opening of, or the failure to open, a Bid not properly addressed or identified.

12. TERM OF THE CONTRACT:

The Contract shall have a term of three years or as otherwise stated in the Contract.

13. INSURANCE:

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

The policy shall provide the following minimum limits:

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

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

AUTOMOBILE LIABILITY: ISO Form Number CA 00 01 covering any auto (Code 1), or if Respondent has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$2,000,000 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

SPECIAL RISKS OR CIRCUMSTANCES: The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

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

14. INDEMNITY:

The successful Respondent agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from any and all liabilities, causes of action, claims, damages, losses, expenses, proceedings, actions, judgments, reasonable attorneys' fees, and court costs which the City suffers or its officers, agents, or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of Respondent, its subcontractors, agents, and employees, in the fulfillment or performance of the work described herein until such time as the applicable statutes of limitation expire.

15. PROVISIONS PROVIDED BY LAW:

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

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16. ADDENDA INTERPRETATIONS:

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

17. CANCELLATION OF CONTRACT:

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

18. TERMINATION FOR CONVENIENCE:

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

19. TAXES:

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

20. EXCEPTIONS:

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

21. FISCAL FUNDING OUT:

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

22. LIMITATION OF FUNDING:

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

23. ESCALATION:

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

23. AUDIT OF RECORDS:

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

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

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

25. INDEPENDENT CONTRACTOR:

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

26. COMPANY PERSONNEL:

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

27. KEY PERSONNEL:

The City designates Joy Yoshida, 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 Bobby Mayes, Manager Infrastructure Maintenance, as the project manager for this service. He can be contacted at 702-633-1487 or at mayesb@cityofnorthlasvegas.com and is available Monday through Thursday from 5:30 am to 3 pm.

The cutoff date for any questions regarding this is **December 20, 2022, 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-1682 Heavy Duty Equipment Rental**

DEFINITIONS

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

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

City - the City of North Las Vegas.

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

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

City Council - the legislative body that governs the city.

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

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

City Staff - any person currently employed by the City.

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

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

Key Personnel - defined City employees listed in Paragraph 27.

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

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

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

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

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

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

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

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1682 Heavy Duty Equipment Rental**

SCOPE OF WORK

1. **Scope of Work:** The City of North Las Vegas (City) intends to award a contract to allow for short term rentals of large equipment for different situations that arise annually for city wide projects as well as Flood and Development control.
2. **Proposal Matrix (Attachment A):** The attached matrix contains a list of 52 heavy equipment vehicles that the City is interested in renting on an as-needed basis. The City understands that no one company has the inventory to furnish all of the required vehicles, so the City will be awarding this Bid in lots. The City intends to award this bid to multiple respondents by line item to ensure that all categories are awarded. The City intends to award to the five lowest responsible, responsive respondents for each line item. If there are not five lowest responsible, responsive respondents, then the City intends to award to the minimum respondent(s) by line item. The respondent with the lowest price indicated on each line item will be the primary vendor for that line item.

Also in the matrix are general items for respondents to complete that detail a respondent's over meter charges, over mileage charges, pick up and drop off locations, refueling costs and other items. Please complete these items as well. A description of these items are below.

A. Over Meter Charges: For planning purposes, the City expects to use the vehicles for the following time frames: A one day's rental will allow 10 hours of use. A week's rental will allow 40 hours of use. A monthly rental allows 160 hours of use. Please identify the hourly cost is if the City exceeds these timeframes. These blocks are located on the right hand columns of the price matrix.

B. Over Mileage Charges: Please identify respondent's standard daily, weekly and monthly mileage limits and over mileage costs identified on the price matrix for all vehicles. The City estimates that dump trucks and water trucks will be approximately 50 miles per day, 250 per week and 750 per month. These blocks are located on the right hand columns of the price matrix.

C. Odometer per Mile Charge (Item 53): Please indicate respondent's price per mile fee if the City exceeds respondent's odometer limits.

D. Other Equipment Charges (Item 54): Please define any other equipment charges that respondent may charge to the City as a result of renting a vehicle from respondent's company.

E. Pick-up and delivery Locations (Item 55): Please identify the physical address where each piece of equipment will be picked up and delivered to.

F. Refueling Service Charge (Item 56): The City expects each vehicle to be delivered with a full tank of gas. Please indicate what charges may be incurred and at what rate respondent charges for the refueling if a piece of equipment is sent back with a lesser amount of gas than it was delivered with. As a government agency we are allowed to use Red Dyed fuel. The City is a tax exempt agency and is not charged tax. The City will not accept up-charges for the use of Red Dyed Fuel.

G. Delivery and Pick up Charges (Item 57): The City prefers to have these charges included in the overall cost of renting a vehicle from respondent's company. However, if respondent must separate delivery and pick-up fees, please use this block to identify those charges.

3. **Repairs:** If a piece of equipment is damaged by the City, the respondent needs to notify the City's Project Manager, Bobby Mayes at 702-633-1205, immediately. Upon written approval by Bobby Mayes, the awarded Respondent will solicit the repair(s) and upon written documentation of the repair, the City will reimburse the awarded Respondent for the damages. Ensure the Bid includes the cost of all standard manufacture recommended services and maintenance. In the event damages occur outside the standard manufacturer recommended services and maintenance, please indicate if respondent will charge for this service as an hourly shop repair fee, and/or if the City has the option to repair the vehicle at City's cost.
4. **Equipment Condition:** All equipment delivered to the City must meet bid specifications, come with all requested attachments, be safe, fully operational, clean, in good repair, and with good usable ground contact items (tires, tracks, bucket teeth etc.). Equipment not meeting these requirements will not be accepted. Rejected equipment will be returned at no cost to the Respondent and a replacement unit will be immediately provided to the City within the same working day. The City will only pay for equipment used. Repeated deliveries of equipment not meeting specifications or that are unusable will be reason for termination of contract.
5. **Respondent Responsibilities:**

The submitted bids will be evaluated for selection on the basis of cost. The lowest responsive, responsible bidder will be selected.

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1682 Heavy Duty Equipment Rental**

EXHIBIT LISTING

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

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

Exhibit B – Qualifications and Experience of Respondent

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

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

Exhibit E – Written Certification Required by NRS 332.065(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-1682 Heavy Duty Equipment Rental**

**EXHIBIT A
OFFER STATEMENT AND BUSINESS INFORMATION**

This Bid is submitted in response to **BID B-1682 Heavy Duty Equipment Rental** and constitutes an offer by this company to enter into a contract as described herein.

Toby Hawkins

H&E Equipment Services, Inc.

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



AUTHORIZED SIGNATURE

12/20/2022

DATE

Director of Government Rentals and Sales

888-446-8725

NONE

TITLE

TELEPHONE NUMBER

FAX NUMBER

Local: 4129 Losee Rd, North Las Vegas, NV 89030 HQ: 7500 Pecue Ln, Baton Rouge, LA 70809

ADDRESS OF RESPONDENT

CITY

STATE

ZIP CODE

E-MAIL ADDRESS: govsales@he-equipment.com

CNLV-BUSINESS LICENSE NO: BL71932

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

FOR INFORMATIONAL PURPOSES ONLY

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

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

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

☐ No ☐ Yes If YES specify Certifying Agency _____

Please attach a copy of your certification.

BUSINESS LICENSE

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

Mailing Address:

**H&E EQUIPMENT SERVICES, INC
7500 PECUE LN
BATON ROUGE, LA 70809**

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: **BL71932** Expiration Date: **01/31/2023**

Type of License: **GROSS SALES**

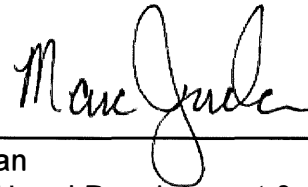
Classification: **EQUIPMENT RENTAL (NLV)**

Business Location: **H&E EQUIPMENT SERVICES, INC
4129 LOSEE RD
NORTH LAS VEGAS, NV 89030**

Owner/Principal(s): **H&E EQUIPMENT SERVICES, INC.**

CITY OF
NORTH LAS VEGAS

More Community of Choice



Marc Jordan
Director of Land Development & Community
Services

This license is not transferable
POST IN A CONSPICUOUS PLACE

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1682 Heavy Duty Equipment Rental**

**EXHIBIT B
QUALIFICATIONS AND EXPERIENCE OF RESPONDENT**

Name: _____

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

H&E Equipment Service, Inc. (H&E) is ranked 7th in RER's Top 100 equipment rental companies nationwide and is one of the largest integrated equipment services companies in the United States with 120 full-service facilities throughout the West Coast, Intermountain, Southwest, Gulf Coast, Mid-Atlantic and Southeast regions. The company is focused on heavy construction and industrial equipment, and rents, sells, and provides parts and services support for four core categories of specialized equipment: (1) aerial platform equipment; (2) earthmoving equipment; (3) material handling equipment; (4) pump and power; (5) general construction equipment. By providing equipment rental, sales, on-site parts, repair services, and maintenance functions under one roof, the Company is a one-stop provider for its customers' varied equipment needs.

Founded in 1961, H&E Equipment Services has decades of experience in the equipment industry and is one of the largest integrated equipment companies in the nation, providing the higher standard in equipment rentals, sales, parts, and service. We have provided equipment rentals to numerous government agencies. Our key personnel in the region average nearly 10 years in the equipment business. They leverage our national fleet of equipment with a local approach, working closely with customers to understand their needs and provide them reliability, fair prices, and the support of a first-class service team. We're an equipment company, run by equipment people. Where others stop, we continue.

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: National Security Technologies

Company Address: PO Box 98521

M/S NLV018, Las Vegas, NV 89193-8521

Point of Contact: Aaron Barrie Phone Number: 702-306-7297

E-Mail Address: barriean@nv.doe.gov

Brief Description of Contract Scope: Blanket agreement for rental equipment.

Term of Contract (Base plus Option Years): 5 Years, with option for 1 year and 1 year (7 years total)

Year of Base Contract Award: 2014 Year Contract Completed: 2021

Base Contract Amount: \$ 500,000 Total Contract Amount (including all option years) \$ 500,000

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-1682 Heavy Duty Equipment Rental**

EXHIBIT B – QUALIFICATIONS AND EXPERIENCE OF RESPONDENT (Continued)

Example Contract 2:

Company Name: Paldi Steel
Company Address: 2220 Crestline Loop, North Las Vegas, NV 89030
Point of Contact: Rodney Paldi Phone Number: 702-303-3615
E-Mail Address: rpaldi@paldisteel.com
Brief Description of Contract Scope: Ongoing equipment rental for variou construction projects

Term of Contract (Base plus Option Years): Ongoing
Year of Base Contract Award: 1998 Year Contract Completed: Currently Active
Base Contract Amount: \$ 100K annual avg. Total Contract Amount (including all option years) \$ 1M+
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: Texas Dept. of Transportation
Company Address:
Point of Contact: Sam Bassett Phone Number: 512-627-5823
E-Mail Address: samuel.bassett@txdot.gov
Brief Description of Contract Scope: All facets of heavy construction equipment rental.

Term of Contract (Base plus Option Years): 3 years, plus 1 year and 1 year options for a total of 5 years
Year of Base Contract Award: 2021 Year Contract Completed: Still in force
Base Contract Amount: \$ 3.5M Total Contract Amount (including all option years) \$ 5M
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-1682 Heavy Duty Equipment Rental
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-1682 Heavy Duty Equipment Rental**

EXHIBIT D- Non-Collusion Affidavit

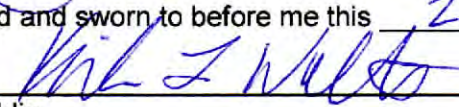
State of Nevada County of Clark

Toby Hawkins being first duly sworn deposes that:

- (1) He/She is the Dir. of Gov. Rentals and Sales of H&E Equipment Services, Inc., 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: Director of Government Rentals and Sales

Subscribed and sworn to before me this 22ND day of December 2022.


Notary Public

My Commission expires: August 5, 2023



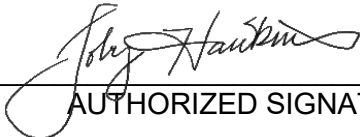


**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1682 Heavy Duty Equipment Rental**

EXHIBIT E- Written Certification

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

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

<u>Toby Hawkins</u>	<u>H&E Equipment Services, Inc.</u>
AUTHORIZED SIGNATURE NAME (TYPE OR PRINT)	LEGAL NAME OF RESPONDENT
<u></u>	<u>12/21/2022</u>
AUTHORIZED SIGNATURE	DATE

Director of Government Rentals and Sales
TITLE



**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1682 Heavy Duty Equipment Rental
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.

HEAVY DUTY EQUIPMENT RENTAL SERVICES AGREEMENT

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

WITNESSETH:

WHEREAS, the City requires Heavy Duty Equipment Rental Services, as described in the Heavy Duty Equipment Rental Bid B-1682 (“Invitation to Bid”), attached hereto as Exhibit A and incorporated herein by reference (“Services”); and

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

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

SECTION ONE SCOPE OF SERVICES

Provider shall perform the Services in accordance with 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 the Effective Date and will continue to be in effect for three years (“Term”), unless earlier terminated in accordance with the terms herein. All Services shall be completed by the end of the Term

SECTION THREE 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 [_____] (\$ _____).

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 \$1,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

9.1.3. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Provider has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$2,000,000.00 per accident for bodily injury and property damage.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION TEN NOTICES

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

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

To Provider: [REDACTED]
Attention: [REDACTED]
[REDACTED]
[REDACTED]
Phone: [REDACTED]

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

SECTION ELEVEN SAFETY

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

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

SECTION TWELVE ENTIRE AGREEMENT

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

SECTION THIRTEEN MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

13.13. Public Record. Pursuant to NRS 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: _____
Pamela A. Goynes-Brown, Mayor

By: _____
Name: _____
Title: _____

Attest:

By: _____
Jackie Rodgers, City Clerk

Approved as to form:

By: _____
Micaela Rustia Moore, City Attorney

EXHIBIT A

Invitation to Bid – BID B-1682

Please see the attached page(s).

EXHIBIT B

Bid

Please see attached page(s).



December 15, 2022

EXHIBIT F

To: City of North Las Vegas
Attn: Joy Yoshida

Bid: B-1682 Heavy Equipment Rental

Bidder: H&E Equipment Services, Inc. (H&E)

No redlines

NOTE: Please accept this as response to request for Exhibit F and I did not see an Exhibit F in the bid documents.

BUSINESS LICENSE

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

Mailing Address:

H&E EQUIPMENT SERVICES, INC
7500 PECUE LN
BATON ROUGE, LA 70809

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: **BL71932** Expiration Date: **07/31/2023**

License Type: **GROSS SALES**

Classification: **EQUIPMENT RENTAL (NLV)**

Business Location: **H&E EQUIPMENT SERVICES, INC**
4129 LOSEE RD
NORTH LAS VEGAS, NV 89030

Owner/Principal(s): **H&E EQUIPMENT SERVICES, INC.**

CITY OF
NORTH LAS VEGAS



Alfredo Mefesio
Director of Land Development &
Community Services

This license is not transferable
POST IN A CONSPICUOUS PLACE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/06/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Perkins McKenzie Insurance Agency Inc. 6777 Jefferson Highway Baton Rouge LA 70806	CONTACT NAME: Perkins-McKenzie Insurance Agency, Inc. PHONE (A/C, No, Ext): (225) 767-0100 FAX (A/C, No): (225) 767-7457 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property Casualty Company of America INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 25674
INSURED H & E Equipment Services, Inc. 7500 Pecue Lane Baton Rouge LA 70809		

COVERAGES**CERTIFICATE NUMBER:** 2023 - 2024**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			TC2J-GLSA-9361B789	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			TC2J-CAP-9361B777	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N	N / A	UB-0P000206-23-51-K	01/01/2023	01/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

In regards to equipment delivery and service work, policy TC2JGLSA9361B789 provides additional insured status on a primary and non-contributory basis when required by written contract per forms CGT 100 02/19 and CGD 246 04/19 and waiver of subrogation per form CGD 458 02/19 and policy TC2JCAP9361B777 provides additional insured status and waiver of subrogation per form CAT 353 02/15 and policy UB-0P000206-23-51-K provides waiver of subrogation per form WC000313 for the City of North Las Vegas and its public officials, officers, employees, agents, and volunteers.

CERTIFICATE HOLDER**CANCELLATION**

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

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
 - d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
 - (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

COMMERCIAL GENERAL LIABILITY

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "bodily injury" or "property damage", provided that:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that

is used to heat, cool or dehumidify the building, or produced by or originating from equipment that is used to heat water for personal use by the building's occupants or their guests;

- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) If such "pollutants" are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed

to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are or were at any time performing operations to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

COMMERCIAL GENERAL LIABILITY

- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) 50 feet long or less; and
 - (b) Not being used to carry any person or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify as "mobile equipment" under the definition of "mobile equipment" if such land vehicle were not subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged; or

- (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or

(6) An aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage" arising out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;

- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and

accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

However, this exclusion does not apply to liability for damages because of "bodily injury".

q. Unsolicited Communication

"Bodily injury" or "property damage" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

r. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

s. Asbestos

- (1) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "bodily injury" or "property damage" is caused or contributed to by the hazardous properties of asbestos.

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- (2) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "bodily injury" or "property damage" described in Paragraph (1) above.
 - (3) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or
 - (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.
- t. Employment-Related Practices**
- "Bodily injury" to:
- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or
 - (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the

employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

Exclusions c. through n. do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

This exclusion does not apply to "personal injury" caused by malicious prosecution.

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Or Used Prior To Policy Period

(1) "Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or

(2) "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Because of "personal injury" assumed by you in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party

against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

f. Breach Of Contract

"Advertising injury" arising out of a breach of contract.

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Intellectual Property

"Personal and advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

(1) Copyright;

(2) Patent;

(3) Trade dress;

(4) Trade name;

(5) Trademark;

(6) Trade secret; or

(7) Other intellectual property rights or laws.

This exclusion does not apply to:

(1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or

(2) Any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" caused by an offense committed by an insured whose business is:

(1) Advertising, "broadcasting" or publishing;

- (2) Designing or determining content of websites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a.(1), (2) and (3) of the definition of "personal injury".

For the purposes of this exclusion:

- (1) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and
- (2) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts or owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or

neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury" arising out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Unsolicited Communication

"Personal and advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

q. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

r. Asbestos

- (1) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "personal and advertising injury" is caused or contributed to by the hazardous properties of asbestos.
- (2) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "personal and advertising injury" described in Paragraph (1) above.
- (3) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or

assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

s. Employment-Related Practices

"Personal injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "personal injury".

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or

- (3) Because of your operations; provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

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SUPPLEMENTARY PAYMENTS

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been

assumed by the insured in the same "insured contract";

- d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:

(1) Agrees in writing to:

- (a) Cooperate with us in the investigation, settlement or defense of the "suit";
- (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
- (c) Notify any other insurer whose coverage is available to the indemnitee; and
- (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

- (a) Obtain records and other information related to the "suit"; and
- (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverages – Coverage A – Bodily Injury And Property Damage Liability or Paragraph 2.e. of Section I – Coverages – Coverage B – Personal And Advertising Injury Liability, such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal injury", and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer

workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;

- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or

- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Property damage" to property:

- (a) Owned, occupied or used by;

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.

- c. Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and

- (2) Until your legal representative has been appointed.

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- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
 - e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:
 - (1) 50 feet long or less; and
 - (2) Not being used to carry any person or property for a charge.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, 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. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. An organization, other than a partnership, joint venture or limited liability company; or
- b. A trust;

as indicated in its name or the documents that govern its structure.

4. Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that:
- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such premises owner, manager or lessor does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

5. Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after the equipment lease expires.

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. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section II – Who Is An Insured.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C; because of all "bodily injury" and "property damage" arising out of any one "occurrence".

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part; or
 - b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

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- (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
- e. The following provisions apply to Paragraph a. above, but only for purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:
- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.
 - (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:
 - (a) Any individual who is:
 - (i) A partner or member of any partnership or joint venture;
 - (ii) A manager of any limited liability company;
 - (iii) An executive officer or director of any other organization; or
 - (iv) A trustee of any trust;
- that is your partner, joint venture member, manager or trustee; or
- (b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.
- (3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraph e.(1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.
- However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.
- ### 3. Legal Action Against Us
- No person or organization has a right under this Coverage Part:
- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
 - b. To sue us on this Coverage Part unless all of its terms have been fully complied with.
- A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (i) Another insurance company;
- (ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph **5.** of Section **III – Limits Of Insurance** or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph **4.** of Section **III – Limits of Insurance** applies because the Amendment – Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;

(iii) Any risk retention group; or

(iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph **c.** below, insurer means a provider of insurance.

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below, except when Paragraph **d.** below applies.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is insurance for "premises damage";

(iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;

(iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph **4.** of Section **II – Who Is An Insured**, except when Paragraph **d.** below applies; or

(v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph **5.** of Section **II – Who Is An Insured**, except when Paragraph **d.** below applies.

(b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Advertising injury":
 - a. Means injury caused by one or more of the following offenses:
 - (1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;
 - (2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:
 - (a) Appropriates a person's name, voice, photograph or likeness; or
 - (b) Unreasonably places a person in a false light; or
 - (3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".
 - b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.
3. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged.However, "auto" does not include "mobile equipment".
4. "Bodily injury" means:
 - a. Physical harm, including sickness or disease, sustained by a person; or
 - b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.
5. "Broadcasting" means transmitting any audio or visual material for any purpose:
 - a. By radio or television; or
 - b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:
 - (1) Radio or television programming being transmitted;
 - (2) Other entertainment, educational, instructional, music or news programming being transmitted; or
 - (3) Advertising transmitted with any of such programming.
6. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;provided the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph a. above, or in a settlement we agree to.
7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

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10. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.
11. "Hostile fire" means a fire which becomes uncontrollable or breaks out from where it was intended to be.
12. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
- It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.
13. "Insured contract" means:
- A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";
 - A sidetrack agreement;
 - Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - An elevator maintenance agreement;
 - That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- Paragraph f. does not include that part of any contract or agreement:
- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
 - (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (2) above and supervisory, inspection, architectural or engineering activities.
14. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
15. "Loading or unloading" means the handling of property:
- After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - While it is in or on an aircraft, watercraft or "auto"; or
 - While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
16. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - Vehicles maintained for use solely on or next to premises you own or rent;
 - Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

- (1) Power cranes, shovels, loaders, diggers or drills; or
- (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
- (2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

17. "Occurrence" means:

- a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions; or

- b. An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

18. "Personal and advertising injury" means "personal injury" or "advertising injury".

19. "Personal injury":

- a. Means injury, other than "advertising injury", caused by one or more of the following offenses:

- (1) False arrest, detention or imprisonment;
- (2) Malicious prosecution;
- (3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;
- (4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or
- (5) Oral or written publication, including publication by electronic means, of material that:
 - (a) Appropriates a person's name, voice, photograph or likeness; or
 - (b) Unreasonably places a person in a false light.

- b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.

20. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

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21. "Premises damage" means:

- a. With respect to the first paragraph of the exceptions in Exclusion j. of Section I – Coverage A – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of seven or fewer consecutive days, including the contents of such premises; or
- b. With respect to the exception to Exclusions c. through n. in the last paragraph of Paragraph 2. of Section I – Coverage A – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of more than seven consecutive days, or while temporarily occupied by you with permission of the owner, caused by:

- (1) Fire;
- (2) Explosion;
- (3) Lightning;
- (4) Smoke resulting from fire, explosion or lightning; or
- (5) Water.

But "premises damage" under this Paragraph b. does not include "property damage" to any premises caused by:

- (1) Rupture, bursting, or operation of pressure relief devices;
- (2) Rupture or bursting due to expansion or swelling of the contents of any building or structure caused by or resulting from water; or
- (3) Explosion of steam boilers, steam pipes, steam engines or steam turbines.

22. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your

contract calls for work at more than one job site.

- (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

23. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

24. "Slogan":

- a. Means a phrase that others use for the purpose of attracting attention in their advertising.
- b. Does not include a phrase used as, or in, the name of:
 - (1) Any person or organization, other than you; or
 - (2) Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.

25. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
26. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
27. "Title" means a name of a literary or artistic work.
28. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.
29. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
30. "Your product":
 - a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
 - c. Does not include vending machines or other property rented to or located for the use of others but not sold.
31. "Your work":
 - a. Means:
 - (1) Work or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2) The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR MANUFACTURERS AND WHOLESALEERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

- A. Who Is An Insured – Unnamed Subsidiaries**
- B. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees And Co-Volunteer Workers**
- C. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies**
- D. Blanket Additional Insured – Broad Form Vendors**
- E. Blanket Additional Insured – Controlling Interest**
- F. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers**
- G. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises**
- H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations**
- I. Blanket Additional Insured – Grantors Of Franchises**
- J. Incidental Medical Malpractice**
- K. Medical Payments – Increased Limit**
- L. Blanket Waiver Of Subrogation**
- M. Contractual Liability – Railroads**

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a.** You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b.** Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a.** Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b.** After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a.** A limited liability company;
 - b.** An organization other than a partnership, joint venture or limited liability company; or
 - c.** A trust;
- as indicated in its name or the documents that govern its structure.

B. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS

The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" while performing duties related to the conduct of your business.

C. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, 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:

- (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
- (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization, other than a partnership, joint venture or limited liability company; or
- c. A trust;
- as indicated in its name or the documents that govern its structure.

D. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
- (1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;
- (2) Any change in "your products" made by such vendor;
- (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";

- (5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or
- (6) "Your products" that, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

E. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

F. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its

liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

G. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has

COMMERCIAL GENERAL LIABILITY

issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

H BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

I. BLANKET ADDITIONAL INSURED – GRANTORS OF FRANCHISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that grants a franchise to you is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of your operations in the franchise granted by that person or organization.

If a written contract or agreement exists between you and such additional insured, the limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b. An act or omission committed in providing or failing to provide "incidental medical

services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist, occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or
- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or

- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

M. CONTRACTUAL LIABILITY – RAILROADS

- 1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:

- c. Any easement or license agreement;

- 2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

- (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

- (b) Supervisory, inspection, architectural or engineering activities.

- (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

- c. The additional insured must comply with the following duties:

- (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

- (a) How, when and where the "occurrence" or offense took place;

- (b) The names and addresses of any injured persons and witnesses; and

- (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- (2) If a claim is made or "suit" is brought against the additional insured:

COMMERCIAL GENERAL LIABILITY

- (a) Immediately record the specifics of the claim or "suit" and the date received; and
 - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

- | | |
|---|---|
| A. BROAD FORM NAMED INSURED | H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO | J. PERSONAL PROPERTY |
| D. EMPLOYEES AS INSURED | K. AIRBAGS |
| E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS |
| F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS | M. BLANKET WAIVER OF SUBROGATION |
| G. WAIVER OF DEDUCTIBLE – GLASS | N. UNINTENTIONAL ERRORS OR OMISSIONS |

PROVISIONS

A. BROAD FORM NAMED INSURED

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

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

B. BLANKET ADDITIONAL INSURED

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

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

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

C. EMPLOYEE HIRED AUTO

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

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

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

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

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

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

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

D. EMPLOYEES AS INSURED

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

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

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

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

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

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

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

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

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

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

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

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

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

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

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

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

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

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

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

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

G. WAIVER OF DEDUCTIBLE – GLASS

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

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

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

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

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

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

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

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

J. PERSONAL PROPERTY

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

Personal Property

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

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

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

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

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

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

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

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
 - b. The airbags are not covered under any warranty; and
 - c. The airbags were not intentionally inflated.
- We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

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

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

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

M. BLANKET WAIVER OF SUBROGATION

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

5. Transfer Of Rights Of Recovery Against Others To Us

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

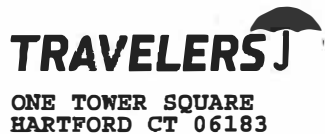
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such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

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

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



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: UB-0P000206-23-51-K

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.**

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.