

FIRST AMENDMENT TO THE SERVICES AGREEMENT

This First Amendment to the Services Agreement (“First Amendment”) is effective 12/27/2022 13:27:13 PST (“Effective Date”) by and between the City of North Las Vegas, a political subdivision of the State of Nevada (“City”), and So. Nev. T.B.A. Supply Co., doing business as Ted Wiens Tire & Auto Center, a Nevada corporation (“Provider”). The City and the Provider are jointly referred to as the “Parties”.

RECITALS

WHEREAS, on November 8, 2021, the Parties entered into the Services Agreement (“Original Agreement”), a copy of which is attached hereto as Exhibit A (collectively, the First Amendment and the Original Agreement may be referred to as the “Agreement”);

WHEREAS, the Parties wish to amend the Compensation Section to increase not to exceed amount to Six Hundred Seventy-Seven Thousand, Six Twelve Dollars and 00/100 (\$677,612.00) following the update NASPO Price List (“New Price List”), a copy of which is attached as Exhibit B;

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

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

AGREEMENT

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


“Services Provider will provide the Services in varied amount per year as shown in Schedule A below, 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 will follow the Schedule A provided below. The total not to exceed amount of this Agreement is Six Hundred Seventy-Seven Thousand, Six Twelve Dollars and 00/100 (\$677,612.00).

Schedule A:	
Term:	Amount:
November 18, 2021 - June 30, 2022	\$ 65,000.00
July 1, 2022 - June 30, 2023	\$ 132,000.00
July 1, 2023 - November 17, 2024	\$ 145,200.00
November 18, 2024 - November 17, 2025 (First Renewal)	\$ 159,720.00
November 18, 2025 - November 17, 2026 (Second Renewal)	\$ 175,692.00
TOTAL:	\$ 677,612.00

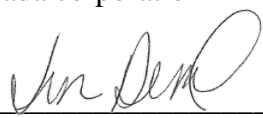
2. In all other aspects, the parties confirm and re-affirm the terms and provisions of the Original Agreement.

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

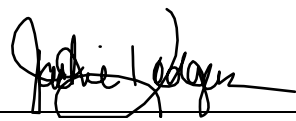
City of North Las Vegas,
a Nevada municipal corporation

By: 
Pamela A. Goynes-Brown, Mayor


So. Nev. T.B.A. Supply Co.,
dba Ted Wiens Tire & Auto Center,
a Nevada corporation

By: 
Name: Jennifer Deml
Title: Controller

Attest:

By: 
Jackie Rodgers, City Clerk

Approved as to Form:

By: 
Micaela Rustia Moore, City Attorney

BUSINESS LICENSE

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

Mailing Address:

TED WIENS TIRE & AUTO CENTERS
1701 LAS VEGAS BLVD S
LAS VEGAS, NV 89104

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: **BL62512** Expiration Date: **01/31/2023**

License Type: **GROSS SALES**

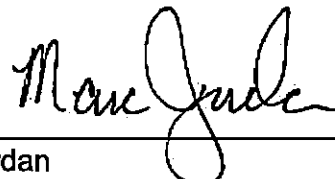
Classification: **GARAGE-AUTO/TRUCK GARAGE SERV**

Business Location: **TED WIENS TIRE & AUTO CENTERS**
3841 E CRAIG RD
NORTH LAS VEGAS, NV 89030

Owner/Principal(s): **SO. NEV. T. B. A. SUPPLY CO.**

CITY OF
NORTH LAS VEGAS

Your Community of Choice



Marc Jordan
Director of Land Development &
Community Services

This license is not transferable
POST IN A CONSPICUOUS PLACE



TEDWIEN-01

LBROPHY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/23/2022

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

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

PRODUCER Cragin & Pike, Inc. 2603 W. Charleston Blvd. Las Vegas, NV 89102	CONTACT NAME:	
	PHONE (A/C, No, Ext): (702) 877-1111	FAX (A/C, No): (702) 258-3394
	E-MAIL ADDRESS: reception@cragin-pike.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Charter Oak Fire Ins	25615
INSURED Southern Nevada T.B.A. Supply Company dba Ted Wiens Tire and Auto Centers 1701 Las Vegas Blvd Las Vegas, NV 89104	INSURER B : Travelers Indemnity Co	25658
	INSURER C : Travelers Property Casualty Co. of America	25674
	INSURER D : WCF National Insurance Co.	40517
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Agg per loc 20mm lim <input checked="" type="checkbox"/> PD Ded: \$5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X		Y6304J812118COF22	5/22/2022	5/22/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY Comp. Ded: \$1,000 <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY Coll. Ded: \$1,000			8100N4324132214G	5/22/2022	5/22/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP4J8802812214	5/22/2022	5/22/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	<input checked="" type="checkbox"/> 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 Y	N / A	3457771	5/22/2022	5/22/2023	<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)

RE: Operations of the Named Insured

Additional Insured status applies as respects the General Liability policy, per form CGD246 attached.

CERTIFICATE HOLDER

CANCELLATION

City of North Las Vegas
2250 Las Vegas Blvd., North
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

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.