

CITY WIDE SOLAR CAMERA RENTAL AGREEMENT

This City Wide Solar Camera Rental Agreement (the "Agreement") is made and entered into as of _____ (the "Effective Date") by and between the City of North Las Vegas, a Nevada municipal corporation (the "City") and Ahern Rental, Inc., Nevada corporation ("Provider").

WITNESSETH:

WHEREAS, the City requires City Wide solar camera rental services, as more particularly described in Exhibit A (the "Services"); and

WHEREAS, Provider 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 Exhibit A and the terms, conditions and covenants set forth in this Agreement. Any modification to the Services must be specified in a written amendment to this Agreement that sets forth the nature, scope, and payment for the Services as modified by the amendment.

SECTION TWO TERM

This Agreement shall commence on the Effective Date and will continue to be in effect for two years (the "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 the amount of \$162,950.00, which includes all fees for time and labor, overhead materials, equipment, insurance, licenses, and any other costs. Periodic progress billings will be due and payable within 30 days of presentation of invoice, provided that each invoice is complete, correct, and undisputed by the City. The annual not to exceed amount of this Agreement is One Hundred Sixty-Two Thousand, Nine Hundred Fifty Dollars and 00/100 (\$162,950.00). The total not to exceed amount of this Agreement is Three Hundred Twenty-Five Thousand, Nine Hundred Dollars and 00/100 (\$325,900.00).

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 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

5.1.4. Provider shall deliver the rental equipment (the "Equipment") to City which Equipment shall be fully operable and in good mechanical condition. If the Equipment rented by Provider to City is found by City not to be in good mechanical condition, City shall immediately discontinue use and promptly notify Provider. Provider shall, at Provider's discretion, repair or replace the item as soon as reasonably practicable. PROVIDER MAKES NO EXPRESS OR IMPLIED WARRANTIES AS TO THE EQUIPMENT, AND HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW, COURSE OF DEALING, USAGE

OF TRADE OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

City covenants that any and all operators of the Equipment will be trained and qualified to operate the Equipment prior to use and that it will inspect the Equipment prior to each use. City assumes all risk of loss and responsibility for the proper and safe storage and protection of the Equipment until returned to Provider and shall be responsible for any theft of the Equipment. Equipment shall be returned to Provider in the condition delivered to City, subject to reasonable wear and tear.

City hereby assumes any and all risks of loss and damages and hereby indemnifies and holds Provider harmless arising out of or in any way related to this Agreement, including, without limitation, City's use, misuse, possession, operation of, and responsibility for, the Equipment.

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 damage to or loss of any property or the death of or bodily injury to any person, but only to the extent caused by the the gross negligence or willful misconduct of Provider. 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 otherpersons 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.

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

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 \$1,000,000.00 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.

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

9.2.1. Additional Insured Status: The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Provider including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Provider's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 2010, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

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

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

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

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

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

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

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

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

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

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

9.4. Verification of Coverage: Provider shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the

City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Provider's obligation to provide them.

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

9.6. Provider shall deliver certificates of insurance indicating that such insurance is in effect to the City before commencement of the Services under this Agreement. If Provider is underwritten on a claims-made basis, the retroactive date shall be prior to or coincident with the Effective Date of this Agreement, and the certificate of insurance shall state that coverage is claims-made and the retroactive date. Provider shall provide the City with 30-day advance written notice of policy cancellation of any insurance policy required to be maintained by Provider pursuant to this Agreement.

9.7. All insurance policies required hereunder, and all renewals, shall be provided by a company or companies authorized to do business in Nevada and shall expressly:

9.7.1. Waive subrogation against the City, its officers, agents, servants and employees;

9.7.2. Provide that they are primary and noncontributing with any insurance which the City may carry;

9.7.3. Include or be endorsed to cover Provider's contractual liability to the City; and

9.7.4. Disclose all deductible and self-insured retentions in the Certificate of Insurance. No deductible or self-insured retention may exceed \$250,000 without the written approval of the City.

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 710
	North Las Vegas, NV 89030
	Phone: 702-633-1745

To Provider: Ahern Rentals, Inc.
Attention: Michael Klingenmeier
1401 Mineral Avenue
Las Vegas, NV 89106
Phone: 702-524-9690
Email: mikeck@ahern.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. Contractor shall ensure that it is familiar with all applicable safety and health standards promulgated by state and federal governmental authorities including, but not limited to, all applicable requirements of the Occupational Safety and Health Act of 1970, including all applicable standards published in 29 C.F.R. parts 1910, and 1926 and applicable occupational safety and health standards promulgated under the state of Nevada. Contractor further recognizes that, while Contractor is performing any work on behalf the City, under the terms of this Agreement, Contractor agrees that it has the sole and exclusive responsibility to assure that its employees and the employees of its subcontractors comply at all times with all applicable safety and health standards as above-described and all applicable City safety and health rules.

11.2. Safety Equipment. Contractor will supply all of 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. No party may assign this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other parties, which shall not be unreasonably withheld. However, either party may assign this Agreement to the surviving entity in a merger or consolidation in which it participates, or to a purchaser of all or substantially all of its assets.

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. Neither party shall be liable 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. 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 13.18 shall survive the completion of this Agreement until the applicable statutes of limitation expire.


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

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

City of North Las Vegas,
a Nevada municipal corporation

Ahern Rental Inc.,
a Nevada corporation

By: _____
John J. Lee, Mayor

By:  _____
Name: Anthony Buttshaw
Title: CSO

Attest:

By: _____
Marie E. Purcell, CMC, Acting City Clerk

Approved as to form:

By: _____
Micaela Rustia Moore, City Attorney

EXHIBIT A

Services

Please see the attached page(s).



Date: 5/06/21

Time: 15:42

Ahern Rentals

To: AP CUSTOMER CONTACT

Company: CITY OF NORTH LAS VEGAS

Message: _____

From: AJ PORRAS JR

Location: AHERN SPECIALTIES LAS VEGAS

Phone: 702-866-9293

Fax #: 702-966-4965

SEND PAYMENTS TO:

AHERN RENTALS
PO BOX 271390
LAS VEGAS NV 89127-1390
TEL: 702-647-8100
FAX#: 702-648-8877

**CUSTOMER ASSISTANCE:**

AHERN SPECIALTIES LAS VEGAS
2100 W BONANZA RD
LAS VEGAS NV 89106-4769

TEL: 702-866-9293
FAX: 702-966-4965
MON - FRI 6:00-5:00
SATURDAY CLOSED
SUNDAY CLOSED

QUOTE

** COPY **

Customer:

CITY OF NORTH LAS VEGAS
ATTN: ACCOUNTS PAYABLES
2250 LAS VEGAS BLVD N STE 710
NORTH LAS VEGAS NV 89030-5875

Job Site:

CITYWIDE USAGE

Customer #.. 159380
Contract #.. 23452752
Contract dt. 5/06/21
Date Out.... 5/06/21 7:00 AM
Est return.. 6/03/21 7:00 AM
Job Loc..... CITYWIDE USAGE
Job #..... CITYWIDE USAGE
P.O. #..... QUOTE
Ordered By.. JOY|MIKE|AJ
Written By.. AJP
Sales Rep... 4293 - MIKE KLINGENMEIER
Terms..... Net 10 Days

Qty	Equipment	Min	Day	Week	4 Week	Amount
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1	SOLAR POWER SYSTEM-LIGHTS/CAMERA EQP#: 6401078 CUSTOMER CALL WHEN DONE	1350.00	1350.00	1350.00	1350.00	1350.00
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SALES ITEMS:

Qty	Item number	Unit	Price		
1	TRF OUT	EA	10.000		10.00
	TRANSPORTATION REGULATORY FEE				
1	TRF IN	EA	10.000		10.00
	TRANSPORTATION REGULATORY FEE				
1	160642	EA			N/C
	ENVIRONMENTAL CHARGE				
	DELIVERY CHARGE - NORMAL		5/06/21 7:00 AM		85.00
	PICKUP CHARGE - CUSTOMER CALL WHEN DONE				85.00

CITY OF NLV| JOY Y 702.633.1745
CUSTOMER TO CALL OFF

Rental-total: 1540.00
Total: 1540.00

This Quote expires on 05/16/2021

IF THE EQUIPMENT(S) DOES NOT WORK PROPERLY, IMMEDIATELY
DISCONTINUE USE AND NOTIFY CUSTOMER ASSISTANCE AT ONCE

MULTIPLE SHIFTS OR
OVERTIME RATES MAY APPLY

CUSTOMER IS RESPONSIBLE FOR
REFUELING, DAMAGES OR REPAIRS

1. Absent proof of insurance provided to Lessor for the Equipment, Customer must elect Lessor's Rental Protection Program.
 2. Customer must contact Customer Assistance to obtain call off rental number and is responsible for the Equipment(s) until it is picked up within a commercially reasonable time.
 3. If Customer fails to return equipment within the time specified above, Customer is deemed to have renewed the rental contract on the same terms and conditions.
 4. Compliance with California Air Resources Board (CARB) Idling Regulation (Title 13, California Code of Regulations: § 2449(d)(3)): Any in-use off-road diesel vehicle may not idle for more than 5 consecutive minutes. Lessee is responsible for compliance with CARB off-road diesel engine idling limits and is responsible for any penalties or fines incurred for non-compliance.
 5. Please see Paragraph 18 of the Terms and Conditions of the Rental Out Contract (the "Terms and Conditions") for specifics on the agreed-upon forum selection clause that governs this Contract.
- This Rental Out Contract consists of this front page and the Terms and Conditions. I have had the opportunity to read the negotiated Terms and Conditions of this Rental Out Contract and have been instructed in the proper use and operation of the Equipment(s) delivered and will ensure that all operators receive this training and the instructions contained in the manufacturer's operation manual, a copy of which has been provided with the Equipment(s), which will be read by each operator. I have been familiarized with the location, purpose, and function of all (a) operating controls, (b) safety devices, and (c) manuals of the specific Equipment(s) rented herein. I have read and understood the instructions provided, and all questions have been answered to my satisfaction.
- By signing below, I represent and warrant that I am of legal age, I am vested with the authority and power to sign this Rental Out Contract on behalf of the Customer, and I am authorized to bind the Customer to the terms set forth herein, and the Terms and Conditions of the Rental Out Contract.

X

CUSTOMER SIGNATURE

DATE

NAME PRINTED

DELIVERED BY

DATE

Terms: Payment Due within 10 days of invoice. A finance charge of 2% per month will be added to past due accounts.

Please visit us on the web at www.Ahern.com or you may call our 24 hour service at 800-400-1610.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/6/2021

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

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

PRODUCER Alliant Insurance Services, Inc. 1301 Dove Street, Suite 200 Newport Beach CA 92660-2436	CONTACT NAME: Cheri McClain PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS: cmcclain@alliant.com
INSURED Ahern Rentals, Inc. et al. 1401 Mineral Avenue Las Vegas NV 89106	INSURER(S) AFFORDING COVERAGE INSURER A: Executive Risk Indemnity Inc INSURER B: Federal Insurance Company INSURER C: Chubb National Insurance Compa INSURER D: Navigators Specialty Insurance INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 2056735853**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			54309414	5/10/2021	5/10/2022	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 SIR \$ 500,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			54303123	5/10/2021	5/10/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			SF21EXCZ04K8BIC	5/10/2021	5/10/2022	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
C	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	54303011	1/1/2021	1/1/2022	<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: Bid B - 1527 Heavy Equipment Rental
City of North Las Vegas is named as Additional Insured on Primary and Non-Contributory basis per attached endorsements. 30 Days Notice of Cancellation except for 10 days for non-payment of premium.

CERTIFICATE HOLDER**CANCELLATION 30**

City of North Las Vegas
Finance Department
Purchasing-Risk Management Department
2250 Las Vegas Boulevard, North Ste. 710
North Las Vegas NV 89030

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:
WHERE REQUIRED BY WRITTEN CONTRACT.

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

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

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

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

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

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

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

whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE FOR SCHEDULED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Additional Insured:
WHERE REQUIRED BY WRITTEN CONTRACT.

Location Of Covered Operations:
ALL LOCATIONS

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect only to the Additional Insured and at the Location Of Covered Operations shown in the Schedule, the following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other Insurance** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to the Additional Insured with respect to the Location Of Covered Operations shown in the Schedule under this policy provided that:

- (1) The Additional Insured is a named insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR NON-RENEWAL TO SPECIFIED PERSONS OR ORGANIZATIONS

This endorsement modifies the following:

COMMON POLICY CONDITIONS

SCHEDULE

Name(s) and Address(es):

ALL PERSONS OR ORGANIZATIONS AS ON FILE WITH US.

The following Condition is added:

Notice Of Cancellation Or Non-Renewal To Specified Persons Or Organizations

1. If we cancel or non-renew this policy for any reason other than non-payment, we will deliver notice of the cancellation or non-renewal to any Person(s) or Organization(s) shown in the Schedule ~~THIRTY~~ (30) days prior to the effective date of cancellation or non-renewal.
2. If we cancel this policy for non-payment, we will deliver notice of the cancellation to any Person(s) or Organization(s) shown in the Schedule ~~TEN~~ (10) days prior to the effective date of cancellation.
3. If notice is mailed, proof of mailing will be sufficient proof of notice.
4. Any failure by us to notify such person(s) or organization(s) will not invalidate such cancellation or non-renewal with respect to any other person(s) or organization(s).

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
WHERE REQUIRED BY WRITTEN CONTRACT, BUT ONLY WHERE THE CONTRACT SPECIFIES COVERAGE FOR COMPLETED OPERATIONS.	

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

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

However:

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

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

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

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

whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
WHERE REQUIRED BY WRITTEN CONTRACT.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

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

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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

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

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

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

1. Required by the contract or agreement; or

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

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