

**MODIFICATION NO. 3
ORDERING AGREEMENT - SOIL REMEDIATION SERVICES**

THIS MODIFICATION NO. 2 is being entered into this _____ day of _____, 2010, by and between the CITY OF LAS VEGAS (hereinafter, "City"), a municipal corporation within the State of Nevada having its principal office at 400 Stewart Avenue, Las Vegas, Nevada 89101, and LAS VEGAS PAVING CORPORATION. (hereinafter, "Company") having its principal office at 4420 South Decatur Boulevard, Las Vegas, Nevada 89103.

The purpose of the Modification is to increase the Ordering Limitation.

The Contract between the City and the Company dated July 18, 2007, as previously modified, is hereby modified as follows:

1. B-6 Ordering Limitations

DELETE:

The maximum amount that can be ordered under this Agreement is Four Million Two Hundred Ninety Eight Thousand Seven Hundred Fifty Dollars (\$4,298,750).

REPLACE WITH:

The maximum amount that can be ordered under this Agreement is Four Million Five Hundred Twenty Eight Thousand Seven Hundred Fifty Dollars \$4,528,750).

2. E-4 Insurance

DELETE: Paragraph E-4 in its entirety.

REPLACE WITH:

E-4 Insurance

- (a) The Company shall procure and maintain, at its own expense, during the entire term of the Contract, the following coverages:
- (i) Industrial/Workers' Compensation Insurance protecting the Company and the City from potential Company employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive.
 - (ii) Commercial General Liability Insurance (bodily injury, property damage) with respect to the Company's agents assigned to the activities performed under this Contract in a policy limit of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, for bodily injury (including death), personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form.
 - (iii) Commercial Automobile Liability Insurance of limits no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Company and any auto used in the

performance of services under this Contract. The policy must insure all vehicles **owned** by the Company and include coverage for **hired** and **non-owned** vehicles.

- (b) Company must provide required insurance documentation to Insurance Tracking Services (ITS) immediately upon notification of selection. Award is conditional upon verification by ITS that all insurance requirements have been met. All policy certificates and endorsements are required to be issued by an agent authorized by that insurer and licensed by the State of Nevada. All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number and the Contract description. The Company shall maintain coverage for the duration of this Contract, and any renewal periods, if applicable. The Company shall annually provide ITS with a certificate of insurance as evidence that all insurance requirements have been met. The Company or insurance carrier shall provide the City with 30 day advance notice of policy modification, cancellation or erosion of limits, sent by certified mail "return receipt requested".

Submit certificates of insurance to:

City of Las Vegas c/o
Insurance Tracking Services (ITS)
P.O. Box 21919
Long Beach, CA 90801

Account Manager: Michael Palacios
Phone: (888) 435-2955 ext. 503 • Fax:
562-435-2999
Email: michael.palacios@instracking.com

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section E-5 shall be provided to the City if so requested.

- (c) The City, its officers and employees shall be named as additional insureds, and such notation shall appear on the certificate of insurance furnished by the Company's carrier. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The City requires carriers to maintain a Best's Key rating of A VII, or higher. The adequacy of insurance supplied by the Company, including the rating and financial health of each carrier providing coverage, is subject to approval of the City.
- (d) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed \$10,000.00 without the prior written approval of the City.
- (e) If the Company fails to carry the required insurance, the City may (i) order the Company to stop further performance hereunder, declare the Company in breach, pursuant to Paragraph E-3 and terminate the Contract if the breach is not remedied, or (ii) purchase replacement insurance and withhold the costs of premium payments made from the payments due to the Company, or charge the replacement insurance costs back to the Company.
- (f) Any subcontractor or subconsultant approved by the City shall be required to procure, maintain and submit proof of insurance to the City of the same insurance requirements as specified above, and as required in this paragraph.
- (g) The Company is encouraged to purchase any additional insurance it deems necessary.
- (h) The Company is required to remedy all injuries to persons and damage or loss to any property of the City caused in whole or in part by the Company, its subcontractors or anyone employed, directed or supervised by the Company.
- (i) The policies required in E-4 (a) i-iii shall have a Waiver of Subrogation provision endorsement in favor of the City of Las Vegas.

3. General

In the event of any conflict between the Contract as previously modified and this modification, the provisions of Modification No. 3 take precedence. All other contract terms and conditions remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Modification No. 3 to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, CMC
City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 6-9-10
Date

LAS VEGAS PAVING CORPORATION

David C. Breault
David C. Breault

"Company"