

CITY OF NORTH LAS VEGAS
INVITATION TO BID NO 1329

FURNISH AND INSTALL A COOLING TOWER
FOR THE FREHNER BUILDING

Bids will be received in the Office of the City Clerk, 2200 Civic Center Drive, North Las Vegas, Nevada, 89030 until **2:00 p.m. on February 25, 2009** and will be publicly opened and read shortly thereafter in the City Clerk's conference room at the previous address in City Hall.

A PREBID CONFERENCE will be held on February 19, 2009 at 9:00 a.m. in the Frehner Building conference room, 4040 Frehner Rd, North Las Vegas NV, 89030. The purpose of this conference is to discuss the Project, prospective bidders concerns, and key issues.

PROPOSAL documents can be picked up in the Purchasing & Risk Management Office, Monday through Thursday, 8:00 a.m. - 4:00 p.m. at the address above. Proposal documents may also be accessed at www.rfpdepot.com, www.demandstar.com or under the Purchasing/Risk Management Web page www.cityofnorthlasvegas.com.

Any questions regarding this solicitation should be referred to Dwight Rawlinson, Purchasing & Risk Manager at telephone (702) 633-1467 and fax (702) 633-5321

Bidders for this Work must be qualified and properly licensed for this particular work by the Nevada State Contractor's Board, and licensed to do business in the City of North Las Vegas prior to the Bid opening. Failure to comply will result in rejection of the bid. Nevada Contractor's License classification, number, and dollar limit must be indicated on the Bid Proposal. Questions concerning license requirements shall be directed to the Nevada State Contractor's Board. Bidders and the successful Contractor and Subcontractors shall comply with all provisions of Nevada Revised Statutes (NRS) Chapter 624 and Nevada Administrative Code, Chapter 624.

The City Council of the City of North Las Vegas reserves the right to reject any or all bids or waive any informality in a bid. No bidder may withdraw his bid for a period of 90 days after the date set for the opening thereof. Acceptance, rejection and other requirements of bidders are subject to the NRS Chapter 338, as amended.

The City is an Equal Opportunity Employer and women-owned and minority business enterprises are strongly encouraged to bid.

By: _____

Karen L. Storms
City Clerk, CMC

Date: _____

INSTRUCTIONS TO BIDDERS

IB.1 BIDDING PROCEDURES

A. Pre-Bid Conference

A Pre-Bid Conference will be held at the time and place indicated on the Invitation to Bid. The purpose of this conference is to discuss the Project, prospective Bidders concerns, and key issues of the Project. Attendance is encouraged, but is not mandatory.

B. Designated Contacts

The designated contact for questions pertaining to this project is Dwight Rawlinson, Purchasing & Risk Manager, telephone (702) 633-1467, fax (702) 633-5321. .

C. Contract Drawings

The Contract Drawings used for Bidding shall have the following title and shall be dated as noted:

The Contract Drawings do not purport to show all the details of the Work. **Bidder shall bid with the above contract drawings only those items related to the project.** They are intended to illustrate the character and extent of the performance desired under the Contract; therefore, they may be supplemented or revised from time to time, as the Work progresses, by the Project Manager. All such supplementary and revised Drawings which do not change the Contract amount shall automatically become part of the Contract.

D. Interpretations and Addenda

Bidders shall take no advantage of any apparent error or omission in the Bidding Documents. In the event the Bidders discover such an error or omission, they shall immediately notify the City in writing. The City will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Bidding Documents through the issuance of an Addendum.

If it becomes necessary to revise any part of these Contract Documents, a written addendum will be provided to all plan holders. The City is not bound by any oral representations, clarifications, or changes made by City's employees, or representatives, unless such clarification or change is provided to Bidders in written addendum form.

Addenda shall be sent by either regular mail or certified mail, faxed, picked up, or delivered to all who are known by the City to have received a complete set of Bidding Documents (plan holders).

Prior to submission of the Bid, each Bidder shall ascertain that it has received all Addenda issued. The Bidder shall acknowledge receipt of all Addenda by completing the acknowledgment space provided on the Bid Form.

E. Bid Preparation and Submission

1. Bid proposals are to be submitted on the Bid forms provided and manually signed by pen by an officer or the principal of the Bidder. All figures must be written in ink or typewritten. Figures written in pencil or erasures are not acceptable. Bid amounts shall be determined by multiplying the unit price bid by the quantity shown on the Bid Schedule. Any interlineations or alteration must be initialed in ink by a person authorized to bind the Bidder to a Contract. If the person making said interlineations or alteration is not the same person who signs the Bid Proposal, such person must write his/her signature and print his/her name and title on each page of the Bid Proposal where initials appear. Written delegation of signature authority to an agent acting in behalf of the principal must accompany the sealed Bid and cannot contain any language which states the principal retains final approval of acceptance of any of the terms conditions, specifications and/or finalized Contract.
2. Each Bid shall be submitted in a sealed envelope prominently marked on the lower left side as follows:

SEALED BID

BID NO.: 1329

OPENING: February 25, 2009 at 2:00 a.m.

COMPANY NAME:

Failure to do so may result in a failure to open that Bid. Bids must be delivered prior to the time and date specified in the Invitation to Bid to the following address:

Office of the City Clerk
North Las Vegas City Hall Complex
2200 Civic Center Drive
North Las Vegas, Nevada 89030

3. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed as specified. Mailed Bids must be received by the City Clerk prior to the closing time for receipt of Bids to receive consideration. Facsimile Bids will not be accepted nor considered.

F. Documents Necessary for Submittal

The Bid Proposal Form, Bid Schedule, Subcontractor Listing, Supplier Listing, Bid Preference Certificate of Eligibility, Bid Bond, Non-Collusive Affidavit and Americans with Disabilities Statement comprise the Bid Proposal and all shall be included in the sealed envelope. **Do not return the entire set of specifications with the Bid.** Omission of or failure to complete any portion of the required documents prior to the time of Bid Opening may be cause to reject the entire Bid.

G. Bid Security

THIS SECTION NOT USED

H. Quantities

The quantities given in the Contract Documents or indicated by the unit Bid items are approximate quantities and are intended to illustrate Scope of Work. The Contractor shall be responsible for verifying the exact quantities involved monthly through the measurement and payment provisions of the Contract Documents.

I. Compensation

The Total Bid Price excluding any amount shown for conflicts and contingencies shall cover all Work required by the Contract Documents. All costs in connection with the proper and successful completion of the Work, including furnishing all materials, equipment, supplies, and appurtenances; providing all construction equipment, tools and temporary utilities; and performing all necessary labor and supervision to fully complete the Work, shall be included in the unit and lump sum prices Bid. All work not specifically set forth as a pay item in the Bid Form shall be considered a subsidiary obligation of the Contractor, and all costs in connection therewith shall be included in the prices Bid.

J. Schedule of Values

The purpose of the Schedule of Values shall serve the City in two (2) distinct areas:

1. PRIOR TO AWARD OF BIDS - The City may request a Schedule of Values for any or all item(s) reflected on the Bid schedule for the purpose of determining an unbalanced Bid. The analysis shall be conducted by the City.
2. AFTER AWARD OF BID - The City will request a Schedule of Values for any or all item(s) reflected on the Bid schedule for the purpose of making partial payments to the Contractor.

Under no circumstances may any Bid item reflected as LUMP SUM or otherwise be increased or decreased as a result of the Lump Sum Bid breakdown analysis.

All prospective Bidders may be required to prepare a Schedule of Values, and it shall be the Bidder's responsibility to verify the quantities as shown on the Drawings before preparing his Bid. The schedule as shown on the Contract Drawings does not constitute a complete outline of the Work to be performed by the Contractor in accordance with the Contract Drawings and Specifications. This list is intended to include all major items, and the Bid computed therefrom will be the maximum compensation for all work and materials furnished by the Contractor in order to comply with the Contract Drawings and Specifications, whether or not indicated in the approximate quantities or pertaining to the items of Work listed therein.

K. Bidders Preference

THIS SECTION NOT USED

L. Bidders Representation

Each Bidder by submitting its Bid represents that:

1. The Bidder has read and understands the Contract Documents, and that his Bid is made in accordance therewith.
2. The submission of a Bid shall constitute an acknowledgment upon which the City may rely that the Bidder has thoroughly examined and is familiar with the Contract Documents. The Bidder shall in no way be relieved from any obligation with respect to its proposal or to the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of the Contract Documents.
3. The Bidder has inspected the site(s) of the Work and is satisfied, by personal examination or by other means, of the locations of the proposed Work, of the actual conditions, including subsurface conditions, of and at the site of Work. If, during the course of its examinations, a Bidder finds facts or conditions which appear to be in conflict with the letter or spirit of the Bidding documents before submitting its bid, the Bidder shall request the City, in writing, to provide additional information and explanation.
4. Submission of a Bid by the Bidder shall constitute conclusive evidence that the Bidder has relied on its own examination of (1) the site of the Work, (2) access to the site, (3) all other data and matters requisite to the fulfillment of the Work and on its own knowledge of existing facilities on and in the vicinity of the site of the Work to be constructed under the Contract, (4) the conditions to be encountered, (5) the character, quality and scope of the proposed Work, (6) the quality and quantity of the materials to be furnished, and (7) the requirements of the Bid, the Drawings and Specifications.
5. The information provided by the City is not intended to be a substitute for, or a supplement to, the independent verification by the Bidder to the extent such independent investigation of site conditions is deemed necessary or desirable by the Bidder.

Bidders for this Work must be qualified and licensed for this particular Work by the Nevada State Contractor's Board, and be licensed to do business in the City of North Las Vegas prior to the Bid Opening. Failure to comply may result in rejection of the Bid. Nevada Contractor's License type, number, expiration date and dollar limit must be indicated on the Bid Proposal. Questions concerning license requirements shall be directed to the Nevada State Contractor's Board.

The Bidders and the successful Contractors and their subcontractors shall comply with all provisions of NRS Chapter 624 and Nevada Administrative Code, Chapter 624.

M. Preferential Employment

THIS SECTION NOT USED

N. Non-Discrimination

In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship.

The Contractor further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

O. Subcontracting

THIS SECTION NOT USED

P. Supplier and Service Provider Information

1. Bidders are urged to utilize Minority and Women-Owned Business Enterprises as supplier(s) and service provider(s). Do not duplicate a firm's name if previously identified as a subcontractor.
2. Bidders shall provide the Supplier Listing with the submission of their Bid Proposal. This form will have the spaces filled in for each category, but no more than one firm will be identified for each category. If the successful Bidder plans to provide the Work or material, then the space may have the word "SELF" or be left blank.
3. Bidder agrees that he will assume responsibility for acts or omissions of his supplier(s), service provider(s) and of persons either directly or indirectly employed by them, as they are for the acts or omissions of persons directly employed by the Bidder. Nothing contained in the Contract Documents shall create any contractual relation between any supplier(s) or service provider(s) and the City.
4. City reserves the right to request copies of any or all documents that the successful Bidder may have with any supplier(s) or service provider(s).

Q. OPENING OF BIDS

All Bids received on time will be opened and publicly read aloud at the time and place set forth in the Invitation to Bid. Bidders, their representatives, and all other interested persons may be present at the opening and reading of Bids.

Any Bids received after the time for receiving and opening Bids as set forth in the Invitation to Bid or as postponed by addenda will be considered non-responsive and will not be opened. Any such Bids will be returned unopened to the Bidder.

1. Mistake in Bid

A request for withdrawal of a Bid due to a purported error shall not be considered unless the same is filed in writing to the Purchasing Manager by the Bidder within forty-eight (48) hours after opening of this bid. Any such request shall contain a full explanation of any purported error and shall be supported by the original calculations on which the Bid was computed, together with a certification and notarization thereon that such calculation is the original as prepared by the Bidder or his agent.

2. Withdrawal of Bid

a. Before Bid Opening - A Bidder may request withdrawal of its posted, sealed Bid prior to the scheduled Bid opening time provided the request is submitted to the City Clerk's Office in writing or an authorized representative presents himself with proper identification to the City Clerk's office and verbally requests that the Bid be withdrawn.

b. After Bid Opening - No Bids may be withdrawn for a period of ninety (90) calendar days after the date of Bid opening, except as set forth in A above. All responsive and responsible Bids received are considered firm offers for the time period specified above and may be considered for award. The Bidder's offer will expire at the time specified above or upon acceptance by City, when the successful Bidder provides the bonds, insurance, submittals and submits the signed Contract to the City for execution and the City executes the Contract.

3. Rejection of Bids

The City reserves the right to waive any informality or irregularity in any Bid received, and to reject any and or all Bids. In the case of rejection of all Bids, the City reserves the right to advertise for new Bids or to proceed to do the Work otherwise if, in the judgment of the City Council, it is in the best interest of the City.

4. Bid Protests

Any individual or company who bids on the contract may file a notice of protest regarding the award of the contract. The protest must be submitted in writing to the City Clerk within ten (10) business days after the date on which bids were opened. The written protest must include a statement setting forth, with specificity, the reasons the person filing the protest believes that applicable provisions of the contract 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: twenty-five (25) percent of the total value of the bid submitted by the person filing the notice of protest; or 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.

5. Irregular Bid

A bid shall be considered irregular for the following reasons, any one or more of which may be cause for rejection:

- a. If the Bid Form furnished by the City is not used or is altered.
- b. If there are unauthorized additions, conditional or alternate Bids, or omissions or irregularities of any kind which may tend to make the Bid incomplete, indefinite or ambiguous as to its meaning, or give the Bidder submitting the same a competitive advantage over other Bidders.
- c. If the individual Bid items and/or schedule of values of a prospective Bidder's Bid are unbalanced in the opinion of the Engineer.
- d. If the Bid submitted contains any erasure, interlineations, or other corrections unless each such correction is prepared and authenticated in acceptance with the provisions of Paragraph IB.1.E (1).

5. Disqualification of Bidders

Any one or more of the following may be considered as sufficient for the disqualification of a prospective Bidder and the rejection of the Bid:

- a. Evidence of collusion among prospective Bidders. Participants in such collusion will receive no recognition as Bidders for any future Work of the City until such participant has been reinstated as a qualified Bidder.
- b. More than one Bid for the same Work from an individual, firm, or corporation under the same or different name.
- c. Lack of competency, adequate machinery, plant and/or equipment as revealed by the financial statement and/or any requested experience information.
- d. Unsatisfactory performance record as shown by past work for the City, judged from the standpoint of workmanship, progress, and quality of services/goods provided.

- e. Uncompleted work which, in the judgment of the City, might hinder or prevent the prompt completion of additional work, if awarded.
- f. Failure to pay or satisfactorily settle all bills due for labor and material on any Contract(s) still outstanding at the time of the Bid opening.
- g. Failure to comply with any qualification requirements of the City.
- h. Failure to list, as required, all subcontractors who will be employed by the Bidder.
- i. Failure of the prospective Bidder to be properly licensed.
- j. Any other reason to be determined in good faith to be in the best interest of the City.

6. OSHA Standards

Prospective Bidders, by signing the Bid form, signify prima facie evidence that all material and workmanship on this Project shall meet or exceed OSHA standards and NIOSH standards.

7. ADA Standards

Prospective Bidders, by signing the Bid Form, signify prima facie evidence that all material and workmanship on this Project shall meet or exceed ADA requirements under Department of Justice Code of Federal Regulations, 28 CFR, Part 36, revised as of July 1, 1994.

END OF INSTRUCTIONS TO BIDDERS

Bidder agrees to perform all the Work described in the specifications and shown on the plans, for the following prices:

*Insert the correct word: (corporation, partnership, or individual), as applicable.

BID SCHEDULE

Bid No.:1262

Item	Description	Unit	Unit Price	Quantity	Bid Amount
1	FURNISH AND INSTALL AND COOLING TOWER	ALS	N/A	1	

Total Base Bid \$ _____

Company Name (Printed) Address City, State and Zip Code

Your Name (Printed) Signature

Telephone Fax E-mail

Nevada State Contractor's License No

Note: For the purpose of determining the Successful Bidder, the LOWEST BID is the bid submitted with the lowest Base Bid or lowest Base Bid and lowest combination of additive alternate bids, including Construction Conflicts and adjusted for Nevada's State Bidder's Preference, if applicable. The OWNER reserves the right to award the Contract as complete, or any part thereof, including any or all bid items, additive alternate, additive item, or separate bid schedule.

CONTRACT AWARD INSTRUCTIONS

CI.1 METHOD OF AWARD

The Bid will be awarded to the lowest responsive and responsible Bidder based on the lowest Base Bid and the lowest additive alternate bid, including construction conflicts and adjusted for Nevada State Bidder's Preference, if applicable. Bidder must bid all items to be responsive and considered for award.

CI.2 TIME OF AWARD

The award, if made, will be within ninety (90) calendar days after the opening of Bids. The City reserves the right to accept or reject any or all Bids received.

A. Documents

One (1) set of the Contract Documents and Specifications will be provided the Contractor without charges upon award of the Contract.

CI.3 BONDS THIS SECTION NOT USED

CI.4 INSURANCE

A. General

If the Contractor fails to maintain any of the insurance coverage required herein, then the City will have the option to declare the Contractor in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order that the required coverage may be maintained. The Contractor is responsible for any expenses paid by the City to maintain such insurance and the City may collect the same from the Contractor or deduct the amount paid from any sums due the Contractor under the Contract.

The insurance requirements specified herein do not relieve the Contractor of his responsibility or limit the amount of his liability to the City or other persons, and the Contractor is encouraged to purchase such additional insurance as he deems necessary.

Contractor is responsible for and must remedy all damage or loss to any property, including property of City, caused in whole or in part by the Contractor, any subcontractor or anyone employed, directed or supervised by Contractor. The Contractor is responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

B. Worker's Compensation Insurance (Mandatory)

Contractor agrees, as precondition to the performance of any work under this Contract, to secure and maintain in full force and effect, during the term of this Contract, Worker's

Compensation Insurance. Contractor further agrees to provide the City with a work certificate and/or a certificate issued by the State Industrial Insurance System (SIIS) in accordance with the NRS 616.280.

C. Contractor's Liability Insurance (Mandatory)

After award of Contract, the Contractor shall promptly obtain, at its own expense, all the insurance required as stated herein, and shall submit coverage verification within 15 days for review and approval by the City prior to Contractors execution of the Contract. The Contractor further agrees to furnish certificates of insurance as indicated below. The certificates for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance policy supplied by the Contractor must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail "return receipt requested" has been given to the City. This notice requirement does not waive the insurance requirements contained herein

The Notice to Proceed with the Work under this Contract will not be issued, and the Contractor shall not commence work, until such insurance has been approved by the City. The Contractor shall not allow any subcontractors to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and verified by Contractor. Such insurance shall remain in full force and effect at all times during the execution of the Work and until the final completion and acceptance thereof and at all times thereafter as dictated in this Contract.

TABLE FOR INSURANCE AMOUNTS

<u>GENERAL LIABILITY</u>	<u>PER OCCURRENCE</u>	<u>AGGREGATE</u>
WORKERS COMPENSATION	IN ACCORDANCE WITH	NEVADA STATE
	STATUTES	
COMMERCIAL GENERAL LIABILITY	\$1,000,000	\$1,000,000
BODILY INJURY & PROPERTY DAMAGE COMBINED	\$1,000,000	
PRODUCTS & COMPLETED OPERATION	\$1,000,000	
INDEPENDENT CONTRACTORS	\$1,000,000	
BLANKET CONTRACTORS	\$1,000,000	

*DEDUCTIBLE SHALL NOT EXCEED FIVE THOUSAND DOLLARS (\$5,000).

AUTOMOBILE LIABILITY

COMPREHENSIVE	\$1,000,000
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BODILY INJURY & PROPERTY
DAMAGE COMBINED

OWNED

HIRED

NON-OWNED

*DEDUCTIBLE SHALL NOT EXCEED FIVE THOUSAND DOLLARS (\$5,000).

NOTE: The City of North Las Vegas shall be named as Certificate Holder and shall be named as additionally insured as it pertains to this Project only and such notation shall appear on the Certificate of Insurance furnished by the successful Bidder's surety company.

In addition, the City will require of the surety company to give thirty (30) calendar days written notice to the City of any proposed cancellation of the coverage above, and any exclusion to the effect that the surety company will "endeavor to inform" must be stricken from the Certificate of Insurance.

CI.5 INDEMNIFICATION

The Contractor shall protect, indemnify and hold the City and its officers, agents, employees, and volunteers and other retained consultants, harmless from and against any and all claims, damages, losses, suits, actions, decrees, judgments, attorney's fees, court costs and other expenses of any kind or character which the City, its officers, employees, agents, consulting engineers or other retained consultants may suffer, or which may be sought against, recovered from or obtainable against the City, its officers, employees, agents, consulting engineers or other retained consultants, as a result of, or by reason of, or arising out of, or on account of, or in consequence of (i) the operations of the Contractor, its subcontractors or agents, or anyone directly or indirectly employed by any subcontractor or agent, in the fulfillment or performance of the terms, conditions or covenants of this agreement, regardless of whether or not the occurrence which gave rise to such claim, damage, loss, suit, action, judgment or expense was caused, in part, by the party indemnified hereunder; or (ii) as a result of, or by reason, or arising out of, or on account of, or in consequence of, any neglect in safeguarding the Work; or (iii) through the use of unacceptable materials in constructing the Work; or (iv) because of any claim or amount recovered under the "Nevada Industrial Insurance Act," or any other law, ordinance, order or decree. Any money due the Contractor under and by virtue of this Agreement which is considered necessary by the City for such purpose, may be retained by the City for its protection; or in case no money is due, its surety may be held until all such claims, damages, losses, suits, actions, decrees, judgments, attorney's fees and court costs and other expenses of any kind or character as aforesaid shall have been settled and suitable evidence to that effect furnished to the City; provided, however, that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that it is adequately protected by public liability and property damage insurance as required by CONTRACTOR'S "LIABILITY INSURANCE."

In this connection, it is expressly agreed that the Contractor shall, at its own expense, defend the City, its officers, employees, agents, consulting engineers and other retained consultants, against any and all claims, suits or actions which may be brought against them, or any of them, as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or omission against which the Contractor

has indemnified the City. If the Contractor shall fail to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs of such defense to the Contractor, including attorney's fees and court costs.

Reimbursement to the Contractor by the City of North Las Vegas, in whole or in part, for the costs of protecting traffic shall not serve to relieve the Contractor of its responsibility as set forth in these Standard Specifications.

The Contractor guarantees the payment of all just claims for materials, supplies and labor, and all other just claims against it or any subcontractor, made in connection with this Agreement.

CI.10 PATENT INDEMNITY

Contractor hereby indemnifies and shall defend and hold harmless City, and its officers, agents, employees, and volunteers respectively from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by City and its representatives, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the equipment or materials furnished under the Contract by Contractor, or out of the processes or actions employed by, or on behalf of Contractor in connection with the performance of the Contract. Contractor shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by City or its representatives; provided that City or its representatives shall have notified Contractor upon becoming aware of such claims or actions, and provided further that Contractor's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by City or its representatives.

CI.12 NOTICE TO PROCEED

Notice to Proceed for Work - After receipt of all required post-bid information, the Construction Manager will issue the Notice to Proceed. The Notice to Proceed will be issued within ten (10) calendar days of receipt of approved bonds, insurance certificates and Contract signed by Contractor. A Conditional Notice to Proceed for such items as permits, shop drawings, and the ordering of materials (subject to approval of the shop drawings), may be issued by the Project Manager immediately following Award of this Contract by the City Council. However, no field work, including potholing, will be authorized.

CI.13 TIME: COMPLETION OF PROJECT

A. Time

The successful Bidder, upon becoming the Contractor after having entered into a Contract with the City, shall commence the Work to be performed under the Contract on the date set by the City in the written Notice-to-Proceed, continuing the Work in accordance with the approved schedule and shall complete the entire Work within forty-five (15) calendar days after the effective date of the Notice-to-Proceed. Further, separable portions of the Work may be subject to intermediate, or substantial completion and/or specific dates as established in Section CI.16 and the Special Conditions. The time specified above represents no overtime requirement. The scheduling of overtime for this Project is solely

that of the Contractor. The City is not responsible for any costs related to overtime work performed.

B. Liquidated Damages

In case of failure on the part of the Contractor to complete the Work within the time(s) specified in the Contract, or within such additional time(s) as may be granted by formal action of the City Council or the Contractor fails to prosecute the Work, or any separable part thereof, with such diligence as will insure its completion within the time(s) specified in the Contract or any extensions thereof, the Contractor shall pay to the City, as liquidated damages, the sum of One Hundred (\$100) for each calendar day for delay until such reasonable time as may be required for construction completion of the Work, together with any increased costs incurred by the City in completing the Work.

Time stated for completion shall include the resolution of all punch list items, final cleanup and demobilization.

The signing of the proposal by the Bidder shall be prima facie evidence that the Bidder agrees that the amount of penalty is fair and reasonable.

END OF CONTRACT AWARD

GENERAL CONDITIONS

SECTION 1.0 INTENT, DEFINITIONS, ABBREVIATIONS

GC 1.1 INTENT OF CONTRACT DOCUMENTS

The intent of the Plans and specifications is to describe the details for completion of the Work which the Contractor undertakes to perform in accordance with the terms of the Contract. Plans and specifications are divided into groups for the convenience of the City, and Project Manager as applicable. These divisions are not for apportioning Work or responsibility for Work among subcontractors, suppliers, and manufacturers.

Where the Plans or specifications describe portions of the Work in general terms but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the best quality are to be used. The Contractor shall furnish tools, equipment, and incidentals, and do all the Work involved in executing the Contract in a satisfactory and complete manner.

In the event the materials and/or equipment are to be furnished by the City, as designated in the General Conditions, this shall not relieve the Contractor of the above requirements to furnish all other labor, materials, and equipment to complete the Contract.

GC 1.2 GOVERNING ORDER OF BIDDING AND CONTRACT DOCUMENTS

The Bidding and Contract Documents include various divisions, sections, and conditions which are essential parts for the Work to be provided by the successful Bidder. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete Work. In case of discrepancy, the following precedence will govern:

1. Special Conditions (if applicable)
2. Permits
3. Special Provisions
4. General Conditions
5. Drawings

Detailed plans shall have precedence over general plans. Addenda, change orders, and supplemental agreements will take precedence over any of the above.

WARRANTY FORM

Warranty For
COOLING TOWER AT THE FREHNER BUILDING
CITY OF NORTH LAS VEGAS
North Las Vegas, Nevada

We hereby guarantee the COOLING TOWER AT THE FREHNER BUILDING that we have installed for a period of one (1) year from _____ the date of installations.

The following items are excluded from the provisions of this warranty:

We agree that if any of the material or equipment should fail due to any reason other than improper maintenance or improper operation, if any pipe or appurtenances should develop leakage, or if any settlement of fill or backfill occurs, or should any portion of the Work fail to fulfill any of the requirements of the Contract Documents, we will, within ten (10) days after written notice of such defects, commence to repair or replace the same together with any other work which may be damaged or displaced in so doing.

In the event of our failure to comply with the above mentioned conditions within a reasonable time after being notified, or should the urgency of the case require repairs or replacements to be made before we can be notified or respond to notification, we do hereby authorize the City of North Las Vegas, to proceed to have the defect repaired and made good at our expense, and we will pay the cost therefore upon demand.

The warranty provided herein shall not be in lieu of, but shall be in addition to any warranties or other obligations otherwise imposed by the Contract Documents and by law.

Contractor:

Signed:

Title:

Date:

FREHNER BUILDING COOLING TOWER SCOPE OF WORK

1. Purchase and install new cooling tower. Use Evapco model ATW-48-5G-2 or Baltimore air coil (BAC) model VFL-036-32M, galvanized construction with frequency drive unit to maintain temperature. Installation to include: crane, labor, remove and haul away old unit, and start up new unit.
2. Labor to inspect and determine current condition of existing water source heat pumps inside the building. Material and parts to repair all existing water source heat pumps inside the building. Clean all strainers and flush system.
3. Install a Variable Frequency Drive (VFD) to control the fan speed of the cooling tower. The VFD will be wired to the load side of the current motor starter. The drive will be capable of maintaining the water temperature at a specified set point during cooling operations. The VFD will be located in the central plant enclosure. This enclosure will include an air conditioner to keep the enclosure within proper operating temperatures for the VFD. Wiring of the VFD will be designed to allow for bypassed operation using the existing motor starter if the VFD should require servicing.
4. Labor and materials to install a Chemical Feeder System at the Cooling Tower. Installation to include: LMI chemical pumps, LMI 50 gallon feed tank, 30 gallon expansion tank, drain and bleed valves, liquid chemical controller.
5. Labor and materials to install piping and insulation to the following: make up, drain, chemical, and hydronic loop piping.
6. Labor and materials to install control system for central plant operations. Controls will lead/lag circulation pumps, monitor water flow, start cooling tower spray pump with increase in water temperature and control cooling tower fan to keep water temperature at specified set point. Controller will be capable of either starting and stopping the fan or proportionally modulating the fan speed using a PID loop. The controls will control the boiler to maintain the water temperature at a specified set point and have the capability to operate a primary hot water loop with modulating valve when furnace upgrades are required in the future. The controller will provide a display that will provide monitoring information and allow for set point adjustments. The controller will be capable of interfacing with heat pump DDC controls to allow for global shutdown upon central plant failure and the ability to remotely monitor the plant. The controller will be located within the central plant enclosure. The control system must be accessible and compatible with the Honeywell EBi platform.
7. Labor and materials to install control system for heat pumps. The control system will provide a means of managing the temperature settings for all heat pumps from a centralized location. Each heat pump and fan coil will have a dedicated controller that will operate the heat pumps based on the temperature of the area it is serving. The control system must be accessible and compatible with the Honeywell EBi platform. Each controller can have its own schedule. All controllers will be networked together.

8. Install new pleated type 1" air filters on all heat pumps.
9. Check entire system for proper operation.

H:/Finance/Purchasing and Risk Management/Bid Documents/B1329.doc

(Sample)

**AGREEMENT BETWEEN CITY OF NORTH LAS VEGAS
AND**

[insert legal name of other party-]

THIS AGREEMENT BETWEEN THE CITY OF NORTH LAS VEGAS AND [insert legal name of other party-] (this "AGREEMENT") is executed this ___ day of ___, 200__ by and between the City of North Las Vegas, a Nevada municipal corporation (the "CITY") and **[insert legal name of other party, a [insert name of state and type of entity the other party is-]** (the "SERVICES PROVIDER").

RECITALS

1. The City desires to contract for Consulting services for testing and assessment for Police and Fire Departments, Entry level and Promotional (the "PROJECT");
2. The Services Provider is experienced in Testing and Assessment (the "SERVICES");
3. The City desires to have the Services Provider perform **ALL** of the Project, and the Services Provider agrees to such performance, upon the terms and conditions described in this Agreement;

NOW, THEREFORE, upon good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Services Provider agree to the following terms, conditions and covenants:

**SECTION ONE
RESPONSIBILITY OF SERVICES PROVIDER**

In addition to any other obligations of Services Provider under this Agreement, the Services Provider has the following responsibilities:

1.1. The Services Provider shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the Services Provider, by Services Provider's subcontractors, and by any of the principals, officers, employees and agents of Services Provider and any subcontractor under this Agreement.

1.2. The Services Provider hereby designates **[insert name of Services Provider's contact person]** as the employee, agent or representative of Services Provider who is (1) responsible for making sure the Scope of Work (as defined below) is performed in its entirety on time and on budget, and (2) the point-of-contact for the City for all matters concerning the Project, and (3) authorized to make all decisions and take all actions necessary to pay, perform and deliver all obligations of Services Provider pursuant to the terms and conditions of this Agreement (the "RESPONSIBLE PERSON"). All of the responsibilities of the Services Provider specified by this Agreement shall be performed by the Responsible Person, or by the Services Provider's associates, employees and subcontractors under the personal supervision of the Responsible Person. If the Responsible Person becomes unable to serve in the capacity of Responsible Person for any reason, the Services Provider shall notify the City in writing of

such inability, and shall, within four (4) calendar days thereafter, nominate a replacement for City approval, in its reasonable discretion, who has an equivalent amount of experience performing the same type of Services as required for the Project. The Services Provider shall promptly replace any Responsible Person deemed by the City to be unacceptable with a Responsible Person who is acceptable to the City.

1.3. The Services Provider shall not reproduce, display, or otherwise use the name, logo or any other intellectual property, including without limitation, any trade name, mark, patent or copyright, of the City without the City's prior written consent.

a. The Services Provider shall not send or publish to any third party any correspondence related to the Project or this Agreement without the City's prior written approval thereof.

1.5. The Services Provider, and its agents, employees, and subcontractors will cooperate with the City in the performance of this Agreement and will be available for consultation with the City at all reasonable times during normal business hours or at all other times with twenty-four hours advance notice.

1.6. The Services Provider shall perform all of its obligations under this Agreement in compliance with the Project Schedule attached hereto and incorporated herein as Exhibit A, as such may be modified or amended from time to time by mutual agreement of the City and the Services Provider (the "PROJECT SCHEDULE"). *[Attach the task by task completion timeline (whether in a Critical Path format or other method) as Exhibit A]* The Services Provider shall commence the Project on _____, 200_, and complete the Project by _____, 200_ *[See #8-CTW]*.

A. At any time that the Services Provider falls behind schedule, the Services Provider shall promptly notify the City of such fact and, at its own expense, shall promptly take all actions necessary to come back into compliance with the Project Schedule, including without limitation, paying for and providing overtime labor; provided however, that if the Services Provider believes that a delay in the Project Schedule is due solely to the negligence or intentional misconduct of the City, the Services Provider may, by written notice, request that the City grant additional time equal to the amount of time lost due to the City's conduct, and the City may grant such additional time in its reasonable discretion. In the event of a Force Majeure Event (as defined below), the Services Provider may also, by written notice, request additional time equal to the number of days the Force Majeure Event was occurring.

B. No additional compensation shall be paid to Services Provider for additional costs or delay due to the negligence or intentional acts of Services Provider or any of its employees, agents, contractors or subcontractors, or any of the officers, employees, or agents of any of them.

1.7. The Services Provider shall perform all of its obligations under this Agreement in compliance with the budget set forth in Exhibit B attached hereto and incorporated herein, as it may be amended from time to time by mutual written agreement of the City and the Services Provider (the "BUDGET"). *[Attach the task by task cost breakdown (whether in spreadsheet format or otherwise) as Exhibit B]* If the Services Provider determines that the Project is over Budget in its entirety or in any line item of the Budget, the Services Provider shall promptly notify the City of such fact and, at its own expense, shall promptly take all actions necessary to come back into compliance with the Budget, including without limitation, paying the amount of such overage from the Services Provider's own funds; provided

however, that if the Services Provider believes that an overage in all or a portion of the Budget is due solely to the negligence or intentional misconduct of the City, the Services Provider may, by written notice, request that the City grant additional funds equal to the amount of the overage created due to the City's conduct, and the City may grant such additional funds in its reasonable discretion. In the event of a Force Majeure Event, the Services Provider may also, by written notice, request additional funds equal to the amount of funds directly attributable to the Force Majeure Event.

1.8. The Services Provider shall pay, perform and deliver all obligations of Services Provider set forth in this Agreement, including without limitation those obligations set forth in Exhibit C attached hereto and incorporated herein, as it may be amended by mutual agreement of the City and the Services Provider from time to time, and all related additional or incidental tasks necessary to effectuate the intent of this Agreement (the "SCOPE OF WORK"). *[Attach a description of all of the obligations of the Services Provider as Exhibit C. You may use, as a starting point, the PROPOSAL specifications, the Request for Proposals requirements, or the scope of work prepared by the Services Provider in his response to the RFP. Make sure that the Scope of Work includes each obligation of Services Provider described in #6--CTW.]* The Services Provider shall not perform any task that is not required by this Agreement or necessarily implied by it, without obtaining the prior written approval of the City. If the Services Provider chooses to perform any task without obtaining the City's prior written approval, the Services Provider does so at its own risk and expense.

1.9. If the City desires the Services Provider to perform additional tasks not set forth in the Scope of Work, the City will notify the Services Provider of that fact in writing ("**SUPPLEMENTAL SERVICES**"). If such changes cause a significant increase or decrease in the Services Provider's cost or time required for performance, the parties shall formally amend this Agreement. Any claim of Services Provider for adjustment under this clause must be asserted in writing within thirty (30) calendar days from the date of receipt by Services Provider of City's notice of changes, or such claim shall be deemed waived by Services Provider and Services Provider will be deemed to have agreed to the changes without modification of the compensation or time of performance hereunder. All such Supplemental Services shall be performed at the rates set forth in Exhibit D attached hereto and incorporated herein (the "**SUPPLEMENTAL SERVICES RATES**") *[Attach a copy of the Services Provider's current hourly rates for time and materials and attach as Exhibit D].*

1.10. The Services 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, including without limitation, the Americans with Disabilities Act, as such may be amended or modified from time to time (collectively, the "**LEGAL REQUIREMENTS**") in performing the Scope of Work for the Project.

A. In connection with the performance of work under this Agreement, the Services Provider agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, age, or any other protected class, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship.

1.11. The Services Provider shall at its own expense obtain and maintain in full force and effect at all times all necessary permits, licenses and other governmental approvals required by applicable Legal Requirements to be obtained and maintained by the Services Provider with respect to the Project, the Scope of Work and/or the business and operations of the Services Provider (collectively, the "GOVERNMENTAL APPROVALS"). In the event Services Provider is required to obtain any Governmental Approvals from the City in connection with the matters contemplated by this Agreement, the Services Provider acknowledges that the City will review Services Provider's applications for such Governmental Approvals in the ordinary course, and this Agreement shall not be deemed to be an approval of any such applications.

1.12. The Services Provider shall not commence performing any of its obligations under this Agreement until such time as it has received a Notice to Proceed from the City.

1.13 The Services Provider shall immediately notify the City if Services Provider becomes aware of any notice, citation, complaint or other matter issued by any governmental authority with respect to Services Provider, the Project or the Scope of Work, and shall not take any action to respond to or resolve same without receiving prior written approval from the City.

1.14 The Services Provider shall at its sole cost and expense obtain and maintain at all times the insurance required by Section 8, and shall promptly notify City if any such insurance is canceled or altered.

1.15 The Services Provider shall be responsible for maintaining satisfactory standards of employee competency, conduct and integrity, and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary to maintain such standards. In the event that Services Provider fails to remove any employee from the Scope of Work whom the City deems incompetent, careless or insubordinate, or whose continued employment on the Scope of Work is deemed by the City to be contrary to the interests of the City, the City reserves the right to require such removal as a condition for the continuation of this Agreement.

1.16 The Services Provider shall treat all information relating to the Project and all information supplied to the Services Provider by the City as confidential and proprietary information of the City and shall not permit its release by Services Provider's employees, agents or subcontractors to other parties or make any public announcement or release thereof without the City's prior written authorization. Services Provider shall also require its contractors, consultants and subcontractors, and their agents and employees to comply with this requirement.

1.17 Each employee, agent or subcontractor of Services Provider having access to personnel, data, information, personal property or real property of the City, must first submit to a background check performed by the City's Police Department, and must satisfactorily pass such background check, as determined by the City in its sole discretion, before performing any portion of the Project or the Scope of Work on behalf of Services Provider.

SECTION TWO RESPONSIBILITY OF CITY

In addition to any other obligations of City under this Agreement, the City has the following responsibilities:

2.1. The City will cooperate with the Services Provider in the performance of this Agreement and will be available for consultation with the Services Provider during normal City business hours.

2.2. In the event the City is required to review or respond to any submissions from the Services Provider, the City will conduct its review and/or provide its response within twenty-one days following receipt by the City of the Services Provider's submissions. The City's review of such submissions does not relieve the Services Provider for responsibility for the accuracy and completeness of such submissions and the conformance of such submissions to the requirements of this Agreement, including without limitation, the Scope of Work.

2.3. The City shall assemble selected data and information related to the Project and provide same to the Services Provider within _____ days after the date of this Agreement. The data and information to be provided by the CITY is the following:

A. ***[INSERT all data and information to be provided by the City]***

B. The Services Provider shall be responsible for updating this data and information during the Project, and shall be responsible for acquiring supplemental data and information that the Services Provider deems necessary to complete the Scope of Work.

2.4. ***[INSERT task by task all obligations of the City listed on #9--CTW]***

SECTION THREE PAYMENT TERMS

3.1 Subject to any provisions of this Agreement concerning payment, the City shall pay the Services Provider for the entirety of the Scope of Work the amount of Dollars (\$_____) (the "CONTRACT PRICE"), which amount shall be paid pursuant to this Section 3 ***[choose as applicable from CTW #7--[in one lump sum on (insert date)] OR [in installments according to the following schedule--insert installment schedule from #7 of the CTW]]***

3.2 Payment to the Services Provider shall be made within thirty (30) calendar days after the City receives each invoice provided by the Services Provider to the City, provided that such invoice is complete, correct, and undisputed by the City, and that it contains the following information: ***[insert information you want to see on the invoice]***

3.3 The CITY shall have fourteen (14) calendar days after receipt of an invoice to dispute any or all of the charges on the invoice. Disputed amounts shall be resolved through the Dispute Resolution mechanism in Section 11.

3.4 The Services Provider shall submit invoices only once per month, covering work performed by Services Provider or its agents or employees in the prior month.

3.5 Services Provider shall promptly pay any amounts due to any employees, agents, subcontractors or anyone else performing any portion of the work for Services Provider, and in the event

any of the foregoing liens any City property, Services Provider shall promptly and at its expense cause such liens to be removed.

SECTION FOUR ACCESS TO RECORDS

4.1 The Services Provider shall maintain books, records, documents and other evidence directly pertinent to its performance under this Agreement in accordance with generally accepted accounting principles and practices. The Services Provider shall also maintain the financial and other information and data used by the Services Provider in the preparation or support of all invoices of Services Provider, and a copy of such invoices. The City, or any of its duly authorized representatives, shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying. The Services Provider will provide proper facilities for such access and inspection.

4.2 Audits conducted pursuant to this Section shall be in accordance with generally accepted auditing standards and established procedures and guidelines for the reviewing or audit agencies.

4.3 The Services Provider agrees to the disclosure of all information and reports resulting from access to records pursuant to Section 4.1 above, to any Project funding agency provided that the Services Provider is afforded the opportunity for an audit exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report.

4.4 Records pursuant to Section 4.1 above shall be maintained and made available during performance under this Agreement and until three (3) years from the date of final payment for the Project. In addition, those records which relate to any dispute resolution, litigation or appeal, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until three (3) years after the date of resolution of such dispute, litigation, appeal, claim or exception. This Section 4.4 shall survive the completion of the Project and the termination or expiration of this Agreement.

4.5 The Services Provider agrees to include language substantially similar to the language of Sections 4.1 through 4.4 in all Services Provider subcontracts related to performance of services specified in this Agreement.

SECTION FIVE PUBLIC RECORDS

5.1 Pursuant to NRS § 239.010 and other applicable Legal Requirements, each and every document provided to the City is 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 in any way be

liable to Services Provider for the disclosure of any public record. In the event City is required to defend an action with regard to a public records request for documents submitted by Services Provider, Services Provider agrees to indemnify, hold harmless, and defend City from all damages, costs, and expenses, including court costs and reasonable attorney's fees related to such public records request. This Section 5 shall survive the expiration or earlier termination of this Agreement.

SECTION SIX FISCAL FUNDING OUT

6.1 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 City does not allocate funds to continue the function performed by Services Provider obtained under this Agreement, said Agreement will be terminated when appropriated funds expire.

SECTION SEVEN REPRESENTATIONS AND WARRANTIES

7.1 Services Provider hereby represents and warrants for the benefit of City, in addition to any other representations and warranties made in this Agreement, with the knowledge and expectation of City's reliance thereon, as follows:

A. Services Provider is a duly formed and validly existing *[corporation][limited liability company][partnership][insert applicable type of other entity]* and is in good standing pursuant to the laws of the State of *__[insert name of state where entity was formed] [INSERT LANGUAGE FOLLOWING COLON IF THE COMPANY WAS FORMED OUTSIDE OF NEVADA:; and is duly qualified to do business in, and is in good standing in, Nevada]*, and has the full power, authority and legal right to execute, deliver and perform under this Agreement.

B. The execution and delivery of this Agreement, the consummation of the transactions provided for herein, and the fulfillment of the terms hereof on the part of Services Provider will not result in a breach of any instrument to which Services Provider is a party or by which Services Provider is bound or of any judgment, decree or order of any court or governmental body or any Legal Requirement applicable to Services Provider.

C. The execution, delivery and performance of this Agreement and the taking of all other lawful actions necessary to consummate the Project contemplated hereunder, by the persons executing, delivering and performing the same on behalf of Services Provider, have been duly and validly authorized (and by their execution hereof or of any document delivered in connection with the Project contemplated hereunder such persons individually represent and warrant that they are so authorized), and this Agreement and the other Agreements and instruments contemplated hereby, constitute legal, valid and binding obligations of Services Provider, enforceable in accordance with their respective terms.

D. No consent, approval or authorization of any governmental authority or private party is required in connection with the execution and performance of this Agreement by Services Provider.

E. Services Provider has obtained any and all Governmental Approvals that are required to be obtained by Services Provider by all Legal Requirements applicable to Services Provider and to the performance of the Scope of Work by Services Provider.

F. Services Provider is duly licensed and authorized to do business in the City, and Services Provider's business license is in full force and effect.

G. Services Provider is a sophisticated and qualified provider of the Services required by the Scope of Work, and its personnel possess the level of professional expertise and experience that is necessary to properly perform the Scope of Work within the Project Schedule and pursuant to the Budget, with an appropriate level of diligence, skill and care, and pursuant to the terms, specifications and conditions of this Agreement. Services Provider has the necessary personnel, equipment, tools, supplies, materials, and facilities to properly perform the Scope of Work within the Project Schedule and pursuant to the Budget, with an appropriate level of diligence, skill and care, and pursuant to the terms, specifications and conditions of this Agreement.

H. Services Provider is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete the Project within the Project Schedule and pursuant to the Budget, and to perform all of its obligations under this Agreement.

I. Services Provider shall require that each subcontractor performing any portion of the Project or the Scope of Work:

1. Is duly formed, in good standing, and authorized to do business in the State of Nevada;
2. Has obtained any and all Governmental Approvals that are required to be obtained by all Legal Requirements applicable to the subcontractor and to the portion of the Project performed by subcontractor;
 1. Shall be required to comply with all obligations of Services Provider to City under this Agreement;
 2. Shall submit the names of all its employees, agents, or other persons performing any portion of the Scope of Work or the Project on behalf of subcontractor to the City for a background check, and shall staff its portion of the Project with those who have passed the background check to the City's satisfaction
5. Is duly licensed and authorized to do business in the City, and such business license is in full force and effect; and
6. Shall comply with all applicable Legal Requirements that are applicable to subcontractor and any portion of the Project work performed by subcontractor.

J. No person or entity has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Contract Price, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

7.2 The representations and warranties made by Services Provider herein shall survive the completion of the Project and the termination or expiration of the Agreement.

SECTION EIGHT INSURANCE

8.1 Services Provider shall procure and maintain, and shall cause each subcontractor to procure and maintain at all times during the performance of the Project and for one year thereafter, at its own expense, the following insurances:

A. Workman's Compensation Insurance as required by 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 City or the Services Provider.

B. Comprehensive General Liability (bodily injury and property damage) insurance in a policy limit of not less than [\$1,000,000-ask Dwight] for combined single limit per occurrence. Such General Liability insurance policy shall be endorsed as to include the City as an additional insured.

C. [If applicable] Professional Liability insurance, for the protection from claims arising out of performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable; such Professional Liability insurance will provide for coverage in an amount of not less than [\$1,000,000-see Dwight] for each occurrence and [\$2,000,000-see Dwight] in the aggregate.

D. Automobile Liability insurance with a combined single limit of [\$1,000,000-see Dwight] per accident.

E. Employer's Liability insurance with limits of [\$1,000,000-see Dwight] per occurrence.

F. [Insert any other applicable insurance coverages, as appropriate. See #12-CTW and consult with Dwight and the City Attorney's office]

8.2 Certificates of Insurance indicating that such insurance is in effect shall be delivered to the City before work is begun under this Agreement. If the Services Provider is underwritten on a claims-made basis, the retroactive date shall be prior to or coincident with the date of this Agreement, and the Certificate of Insurance shall state that coverage is claims-made and the retroactive date. Services Provider shall provide the City annually with a Certificate of Insurance for each type of insurance required hereunder. It is further agreed that the Services Provider and/or Insurance Carrier shall provide the City with 30-day advance written notice of policy cancellation of any insurance policy required to be maintained by Services Provider.

8.3 All insurance policies required hereunder, and all renewals thereof, shall be provided by a company or companies authorized to do business in Nevada and having a A.M. Best rating of A:+ or higher, and shall expressly:

A Provide that such policies shall not be cancelled or altered without thirty (30) days prior written notice to City; and

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

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

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

E. Be signed by a person authorized by that insurer and licensed by the State of Nevada; and

F. Disclose all deductibles 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 NINE EVENT OF DEFAULT

9.1 As used herein, "City Event of Default" means any willful or intentional misconduct, fraud, or misrepresentation by City, or any breach of this Agreement, which City fails to remedy within five (5) days after written notice thereof to City, in the case of an event which can be cured by the payment of a sum of money, or within fifteen (15) days after written notice thereof to City, in the case of any other event; provided however, that if such non-monetary event is susceptible of cure but cannot reasonably be cured within such 15-day period, and City shall have commenced to cure such event within such 15-day period and thereafter diligently and expeditiously proceeds to cure the same, such 15-day period shall be extended for an additional period of time as is reasonably necessary for City in the exercise of due diligence to cure such event, which additional period of time shall in no event exceed six months.

9.2 As used herein, "Services Provider Event of Default" means any willful or intentional misconduct, fraud, or misrepresentation by Services Provider, or any breach of this Agreement, which Services Provider fails to remedy within five (5) days after written notice thereof to Services Provider, in the case of an event which can be cured by the payment of a sum of money, or within fifteen (15) days after written notice thereof to Services Provider, in the case of any other event; provided however, that if such non-monetary event is susceptible of cure but cannot reasonably be cured within such 15-day period, and Services Provider shall have commenced to cure such event within such 15-day period and thereafter diligently and expeditiously proceeds to cure the same, such 15-day period shall be extended for an additional period of time as is reasonably necessary for Services Provider in the exercise of due diligence to cure such event, which additional period of time shall in no event exceed two months.

9.3 A breach of this Agreement includes without limitation the following:

A. If Services Provider is unable to obtain or maintain any Governmental Authorizations necessary to perform its obligations under this Agreement;

B. If Services Provider shall be or become insolvent, voluntarily or involuntarily, or if Services Provider shall compound Services Provider's debts, or if any sheriff, marshal, constable, or any other officer takes possession of the Premises by virtue of any execution or attachment, or if any receiver, liquidator or trustee is appointed for Services Provider's property, or in the event Services Provider shall be adjudged a bankrupt, or if Services Provider makes an assignment for the benefit of creditors, or if Services Provider files a petition under any chapter of the Bankruptcy Act;

C. If Services Provider assigns or attempts to assign this Agreement without the City's prior written consent;

D. If Services Provider fails to provide the City with proof of insurance coverage as required by this Agreement;

E. If any financial statement, resume, statement of qualifications or representations and warranties of Services Provider, given to City by Services Provider, was materially false when given.

SECTION TEN TERMINATION

10.1 The City may terminate this Agreement at any time without cause upon notice to the Services Provider, and the City shall have no liability to Services Provider for such termination except that the City shall pay Services Provider for the reasonable value of Services provided by Services Provider to City up through and including the date of termination, provided that the Services Provider, within thirty (30) days following the date of the City's termination notice, submits an invoice for such Services in a form reasonably acceptable to the City and such invoice is supplemented by such underlying source documentation as is reasonably requested by the City.

10.2 The City may, upon written notice to Services Provider, terminate this Agreement immediately "for cause" upon a Services Provider Event of Default.

10.3 The Services Provider may, upon written notice to the City, terminate this Agreement immediately "for cause" upon a City Event of Default.

10.4 Either party may terminate this Agreement pursuant to any term of this Agreement which gives such party a right of termination.

SECTION ELEVEN

DISPUTE RESOLUTION

11.1 All disputes between City and Services Provider shall be resolved in the following manner:

A. The City's representative and the Services Provider's Responsible Person will endeavor to conduct good faith negotiations in an effort to resolve any and all disputes in a timely manner.

B. If any disputes between the parties remain unresolved after fifteen (15) calendar days, the City's representative and the Services Provider's Responsible Person shall,

within fourteen (14) calendar days, prepare a brief, concise written report summarizing the basis for the dispute, the negotiations accomplished and results thereof, and the current status of all relevant unresolved issues.

C. Copies of each written summary shall be exchanged between the City's representative and the Services Provider's Responsible Person, and provided to the City's Assistant City Manager, or his or her designee. Within fifteen (15) calendar days thereafter, the City's Assistant City Manager, or his or her designee, and the Services Provider's Responsible Person will meet to resolve the dispute. A written record of these negotiations will be made. The record will summarize all issues of dispute, the resolutions to resolved issues, and unresolved issues, if any.

D. If there are still unresolved issues, the written record will be reviewed by the City's City Manager, or his or her designee, who will render a determination regarding such dispute. Such determination will be the final administrative determination.

E. If the Services Provider disagrees with the determination of the City's City Manager, or his or her designee, the Services Provider may only initiate an action in the Eighth Judicial District Court in and for Clark County to resolve such dispute. The City retains the right to all remedies available at law or in equity. The Parties agree that no dispute under this Agreement shall be submitted to or resolved through arbitration or mediation.

SECTION TWELVE INDEMNIFICATION

12.1 Notwithstanding any of the insurance requirements herein above set forth or limits of liability set forth therein, Services Provider shall defend, protect, indemnify and hold harmless the City, and its officers, agents and employees, from any liabilities, claims, damages, losses, expenses, proceedings, suits, actions, decrees, judgments, reasonable attorney fees, and court costs which the City suffers, and/or its officers, agents or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of the Services Provider, its subcontractors, agents, and employees, or anyone employed by any of them, in fulfillment or performance of the terms, conditions or covenants of this Agreement. This Section 12 shall survive the completion of the Project and the termination or expiration of this Agreement until such time as the applicable statutes of limitation expire.

SECTION THIRTEEN

NOTICES

13.1 All notices, demands, requests, consents, approvals, and other instruments required or permitted to be given pursuant to this Agreement shall be in writing and signed by the notifying party, or officer, agent or attorney of the notifying party, and shall be deemed to have been effective upon delivery in writing if served personally, including but not limited to delivery by personal delivery, by overnight courier service, by facsimile or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To City: City of North Las Vegas
Attention: DWIGHT RAWLINSON
2200 Civic Center Drive
North Las Vegas, NV 89030
Fax: 702-633-5321

To Services Provider:

Attention:

Fax:

13.2 The address to which any notice, demand or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

SECTION FOURTEEN MISCELLANEOUS

14.1 Nevada and City Law. The laws of the State of Nevada and the North Las Vegas Municipal Code shall govern the validity, construction, performance and effect of this Agreement, without regard to conflicts of law.

14.2 Successors. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

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

14.4 Non-Waiver. The failure to enforce or the delay in enforcement of any provision of this Agreement by a party hereto or the failure of a party to exercise any right hereunder shall in no way be construed to be a waiver of such provision or right (or of any other provision or right) unless such party expressly waives such provision or right in writing.

14.5 Partial Invalidity. If any term, provision, covenant or condition of this Agreement, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all provisions, covenants, and conditions of this Agreement, and all applications thereof, not held invalid, void or unenforceable, shall continue in full force and effect.

14.6 Attorneys' Fees. In the event any action is commenced by either party against the other in connection herewith (including any action to lift a stay or other bankruptcy proceeding), the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court. This Section 14.6 shall survive the completion of the Project until the applicable statutes of limitation expire.

14.7 Entire Agreement. This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter contained herein and supersedes all prior representations, agreements and understandings of the parties. No addition to or modification of this Agreement shall be binding unless executed in writing by the parties hereto.

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

14.9 Ownership of documents. All plans, drawings, specifications, reports, photographs, studies, permits, estimates, digital mapping, CAD files, mylar, *List all other documents prepared in your transaction* or other like documents given, prepared or assembled by the Services Provider or any subcontractor that are related to the performance of this Agreement are deemed to be a "Work made for Hire" and are the property of the City, except to the extent such is not allowed by applicable Legal Requirements.

14.10 No Brokers. City and Services Provider each represent and warrant that neither of them has dealt with a broker or otherwise agreed to pay a broker's or agent's commission, finder's fee or other like compensation to anyone in connection with this Agreement, and Services Provider and City each agrees to indemnify, defend and hold the other party harmless from and against such claims or costs, including reasonable attorneys' fees, if the indemnifying party has wrongly made this representation and warranty. This Section 14.10 shall survive the expiration or earlier termination of this Agreement.

14.11 Headings. The paragraph headings of this Agreement have been inserted only for convenience, and shall not be deemed in any manner to modify or limit any of the provisions of this Agreement, or be used in any manner in the interpretation of this Agreement.

14.12 Interpretation. Whenever the context so requires, all words used in the singular shall be construed to have been used in the plural (and vice versa), each gender shall be construed to include any other genders, and the word "person" shall be construed to include a natural person or any other entity. The words "include" or "including" shall be deemed to incorporate "without limitation".

14.13 No 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 or joint venture of the other.

14.14 Further Assurances. Buyer and Seller shall each execute and deliver all such documents and perform such acts as are reasonably requested by the other party to effectuate the transactions contemplated by this Agreement, provided that such further assurances are provided by each

party at no additional cost to such party and are otherwise consistent with the terms and intent of this Agreement.

14.15 Construction. This Agreement shall not be construed more strictly against one party than against the other, merely by virtue of the fact that it may have been prepared primarily by counsel for one of the parties, it being recognized that both parties have contributed substantially and materially to the preparation of this Agreement.

14.16 Effect of Agreement 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 hereof.

14.17 Force Majeure. In the event any party is unable to perform its obligations under this Agreement because of a Force Majeure Event, then such party shall provide the other party with notice of its inability to perform its obligations hereunder, together with documentation supporting the existence of such Force Majeure Event, and shall promptly begin to perform, or resume performance of, its obligations under this Agreement upon the cessation of the Force Majeure Event. As used herein, a "Force Majeure Event" means labor strikes, extraordinary civil commotion, war, warlike operation, fire or other casualty, inability to obtain fuel or energy, unusual or uncustomary weather conditions, or other acts of God, or other causes beyond a party's reasonable control (financial inability excepted).

IN WITNESS WHEREOF, the City and the Services Provider have caused this Agreement to be executed as of the day and year first above written.

City of North Las Vegas

[Services Provider Name]

By: _____
Michael L. Montandon, Mayor

By: _____
*[Type Name and Title of Person
Executing Document]*

Attest:

By: _____
Karen Storms, City Clerk, CMC

Approved as to Form:

Carie A. Torrence, City Attorney

By: _____
Deputy City Attorney

Exhibit A

Project Schedule

Exhibit B

Budget

Exhibit C

Scope of Work

Exhibit D

Supplemental Services Rates