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Council Members  
**William E. Robinson**  
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August 28, 2007

**CITY OF NORTH LAS VEGAS  
INVITATION TO BID NO. B-1296  
SKID STEER LOADER  
CATERPILLAR 262C or EQUIVALENT**

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, September 17, 2007** and will be publicly opened and read shortly thereafter.

A pre-bid conference will be held on **Wednesday, September 5, 2007 at 10:00 a.m., in the Public Works Conference Room** located at 100 East Brooks Avenue, North Las Vegas, Nevada 89030 to discuss and clarify the project. All interested parties are invited to attend.

Bid 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. Bids may also be accessed at [www.cityofnorthlasvegas.com](http://www.cityofnorthlasvegas.com) under the Purchasing web page, [www.rfpdepot.com](http://www.rfpdepot.com), or at [www.demandstar.com](http://www.demandstar.com).

The City reserves the right to reject any and all bids, waive any informality or technicality or to otherwise accept bids deemed in the best interest of the City.

Tony Esguerra, C.P.M.  
Senior Buyer

**Published Review Journal**  
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## **INSTRUCTIONS TO BIDDERS**

### **1. Project Specifications:**

The Bidder/Contractor shall not take advantage of any apparent error or omission in the Plans or Specifications. In the event the Contractor discovers such an error or omission, he shall immediately notify the Purchasing Manager. The Purchasing Manager will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Specifications and Plans.

### **2. Explanation to Bidder:**

Any explanations desired by Bidders regarding the meaning or interpretation of specifications must be requested in writing and with sufficient time allowed for a reply to reach them before submission of their bids. Oral explanations given before the award of the contract will not be binding. Any written interpretation made will be furnished to all BIDDERS and its receipt by the BIDDER will be acknowledged.

Interpretation of the meaning of the plans, specifications or other pre-bid documents will not be binding if presented to any BIDDER orally. Every request for such interpretation should be in writing addressed to Tony Esguerra, C.P.M. Senior Buyer, 2200 Civic Center Drive, North Las Vegas, NV 89030, telephone number (702) 633-1467 Any and all such interpretations and any supplemental instructions deemed necessary will be in the form of written addenda to the specifications which, if issued, will be mailed to all known perspective BIDDERS. Failure of any BIDDER to receive any such addendum or interpretation shall not relieve such BIDDER from any obligation under this bid as submitted. All addenda so issued shall become part of the Contract Documents.

### **3. BIDDER'S UNDERSTANDING:**

At the time of the opening of bids, each Bidder will be required to have considered all pertinent licensing, laws and regulations, and to have read and to be thoroughly familiar with the Bidding Documents (including all addenda). The failure or omission of any BIDDER to examine any form, instrument or document shall in no way relieve any BIDDER from any obligation in respect of his bid.

It is further agreed that the lump sum prices may be increased to cover additional work ordered but not shown on the Bidding Documents. Similarly, they may be decreased to cover deletion of work so ordered.

### **4. PREPARATION OF BIDS:**

Bids must be prepared on the bid forms provided herein. Bidders may request withdrawal of a posted sealed bid prior to the bid opening time provided the request is made to the City Clerk's Office. No bid may be withdrawn for a period of sixty days after the bid opening.

### **5. LICENSES:**

All BIDDERS must have appropriate licenses in accordance with the laws of the State of Nevada, prior to submission of bids for this project. All bids received in violation of this law shall be rejected and returned to the BIDDER.

6. **SUBMISSION OF BIDS:**

Bid proposals may be submitted as follows:

A. When possible, each proposal must be submitted in a sealed envelope of adequate size, show the BIDDER'S name and address and be marked "Bid Proposal", with the name of the proposal, to clearly indicate its contents.

B. When sent by mail, the sealed proposal must be addressed to the City Clerk, City of North Las Vegas, 2200 Civic Center Drive, North Las Vegas, Nevada 89030 in whose Office the bids are to be received. The City is not responsible for bids not received by the designated due time and date.

C. All proposals shall be filled prior to the time and at the place specified in the "Invitation to Bid". Proposals received after the time for opening of bids will be returned To the BIDDER unopened.

7. **PUBLIC OPENING:**

Proposals will be opened and read publicly at the time and place indicated in the "Invitation to Bid". The BIDDERS, their authorized agents and public are invited to be present.

No responsibility will attach to any OWNER official for the pre-opening of, or the failure to open, a bid not properly addressed, received or identified.

8. **PRE QUALIFICATION OF BIDDERS:**

The low BIDDER may be required to file prior to award of contract, an experience questionnaire and confidential financial statement which must be a complete report of the financial resources and liabilities, equipment, past record, personnel or organization and experience.

9. **CONSIDERATION OF BIDS:**

After the bids are opened and read, they will be compared on the basis of the summation of the products of the approximate quantities shown in the bid schedule. The results of such comparisons will be made available to the public as soon as feasible. In the event of a discrepancy between the written price and figures, the written price shall govern. The right is reserved to reject any or all proposals, to waive technicalities, to advertise for new proposals, or to proceed to do the work otherwise, if in the judgment of the OWNER the best interest of the City will be promoted.

10. **AWARD OF CONTRACT:**

The award of contract, if it be awarded, will be to the lowest responsive and responsible BIDDER whose proposal complies with all the requirements prescribed. The award, if made, will be within sixty (60) days after opening proposals. The successful BIDDER will be notified, by letter mailed to the address shown on his offer, that his bid has been accepted.

Upon execution of the Contract, the Purchasing Manager will issue a Purchase Order which will authorize the successful BIDDER to furnish, deliver, install and invoice for items specified in this bid.

The City reserves the right to award the contract as, complete or any part thereof, including any bid item, additive alternate, additive item, separate bid schedule, or reduce the unit quantity for any bid item, prior to award.

A responsive bid must conform in all respects to the conditions of the "Invitation to Bid" and to the "Instructions to BIDDERS". To be considered responsible, a BIDDER must establish, to the satisfaction of the OWNER, as a minimum, that he has (a) adequate financial resources to meet his contract obligations and will maintain same for the Contract period; (b) adequate equipment to perform the work properly and within the time prescribed in the Contract, and (c) satisfactory past performance and the necessary experience and technical qualifications in the type of work provided in the Plans and Specifications.

The LOWEST BID is the bid submitted with the lowest summation of ALL bid schedules, additive alternates, and deductions.

11. **EQUAL EMPLOYMENT OPPORTUNITY:**

Attention of BIDDERS is particularly called to the requirement for insuring that employees and applicants for employment are not discriminated against because of their race, color, creed or national origin.

12. **PROVISIONS PROVIDED BY LAW DEEMED INSERTED:**

Each and every provision and clause required by law to be inserted in the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract forthwith shall be physically amended to make such insertion or correction.

The BIDDER'S attention is directed to the fact that all applicable City, County, State and Federal laws, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract throughout and they will be deemed to be included in the contract the same as though herein written out in full.

13. **CANCELATION OF CONTRACT:**

The OWNER reserves the right to cancel the award or execution of any contract at any time before the Purchase Order has been issued without any liability or claims thereof against the OWNER.

14. **METHOD OF AWARD:**

Award will be made to the lowest responsive and responsible Bidder.

15. **DELIVERY REQUIREMENTS - F.O.B. DESTINATION POINT:**

All prices shall be F.O.B., 100 E. Brooks Ave, North Las Vegas, NV 89030. All prices shall include storage, delivery and unloading. Vehicles will be delivered within 90 days after receipt of order. Final acceptance will take place at time of delivery.

16. **NOTICE OF DELIVERY:**

Owner shall be given monthly updates on the status of production and delivery dates via e-mail or written response. Communication must be made with the Fleet Manager five (5) calendar days prior to delivery at telephone number (702) 633-1263.

17. **NOTICE OF AWARD:**

Award of contracts will be by "Purchase Order" which together with the signed Bid Proposal will be used as the Contract document. See sample contract provided. Vendor will be required to complete.

18. **WORKMEN'S COMPENSATION INSURANCE:**

This section not used.

19. **ASSIGNMENT:**

It is agreed that the successful bidder will not assign, transfer, convey or otherwise dispose of the contract without permission of the City.

20. **TAXES:**

The City is exempt from State retail and Federal Excise Tax. The bid price must be net, exclusive of taxes.

21. **INDEMNITY:**

The successful bidder agrees to defend, indemnify, and hold the City harmless from any and all causes of action or claims arising out of or related to the bidder's performance on this project.

22. **EXCEPTIONS:**

Each BIDDER will list on a separate sheet of paper any exceptions to specifications and attach it to their bid. Failure to do so may result in disqualification of their bid.

23. **WARRANTY:**

Warranty period against defects in material or workmanship will be for a minimum of thirty-six (36) months on all parts, systems, attachments and/or accessories affixed to the originally acquired unit.

24. **MANUALS:**

At the time of delivery it will be necessary to furnish manuals as required. One (1) set of books, which shall include operators manual, service/repair manual and parts book. Current published specifications of the unit proposed and a current product brochure shall be furnished with the bid.

25. **NEW EQUIPMENT:**

The Bidder shall guarantee that the units submitted shall be new and the latest and most improved model of current productions, and shall be of first quality as to workmanship and materials used in said units. All notifications shall be made at the factory.

New equipment is defined as equipment that is made up completely of unused genuine original parts. Equipment shall not have been operated for any purpose other than routine operational testing. Demonstrator equipment does not meet this definition and is not acceptable.

All equipment listed shall be fully operable upon delivery. Operational condition will be defined as per the manufacturer's current specifications.

26. **ADDITIONAL UNITS:**

The City reserves the right to purchase additional units in accordance with Nevada Revised Statute 332.

27. **TERM:**

The initial contract term will be from the date of award through the 2007 model production year. Thereafter, the supplier can provide units in model years 2008 and 2007 without additional competition

28. **ESCALATION:**

Prices may be increased by not more than 3.5% in each subsequent model production year unless otherwise agreed to by the City.

**CITY OF NORTH LAS VEGAS**  
**TECHNICAL SPECIFICATIONS**  
**BID B-1296**  
**SKID STEER LOADER**  
**CATERPILLAR 262C or EQUIVALENT**

The below listed **minimum** requirements are to be provided by the vendor providing this unit:

Compliant?

**BASIC SPECIFICATIONS**

- Y\_\_\_ N\_\_\_ Engine net flywheel power shall be at least 82 hp (61 kW) according to SAE J1349.  
Y\_\_\_ N\_\_\_ The machine shall have an operating weight of at least 7959 lb (3610 kg).  
Y\_\_\_ N\_\_\_ Machine shall have a maximum length of 145.4 in (3692mm) with bucket on ground and 123 in (3124mm) without bucket.  
Y\_\_\_ N\_\_\_ The wheelbase shall be 48.8 in (1240mm).  
Y\_\_\_ N\_\_\_ Machine shall have a maximum overall height of 160.4 in (4075mm).  
Y\_\_\_ N\_\_\_ The height to the top of the cab shall be 82 in (2083 mm).  
Y\_\_\_ N\_\_\_ The vehicle width over the tires shall be 66 in (1676 mm).  
Y\_\_\_ N\_\_\_ Machine shall have a minimum ground clearance of no less than 8.8 in (225 mm).

**ENGINE**

- Y\_\_\_ N\_\_\_ Machine shall be EPA Tier II compliant. (Tier III prior to 2008 to comply with EPA Regulations)  
Y\_\_\_ N\_\_\_ Engine shall be designed and built by the skid steer loader manufacturer.  
Y\_\_\_ N\_\_\_ Engine shall be direct fuel injected, turbocharged, liquid cooled and shall have four cylinders.  
Y\_\_\_ N\_\_\_ Engine shall have a total displacement of not less than 201 in3 (3.3 L).  
Y\_\_\_ N\_\_\_ The engine shall be equipped with an alternator that has a charging capacity of at least 90 amperes.  
Y\_\_\_ N\_\_\_ Glow plugs shall be provided for improved starting in cold weather (not ether starting aid).  
Y\_\_\_ N\_\_\_ Air filtration shall be accomplished via a radial seal air cleaner with a secondary backup. The air intake system shall include a pre-cleaner, as well as a convenient in-cab air flow restriction indicator.  
Y\_\_\_ N\_\_\_ The radiator shall not have any other cooler or condenser mounted on top or below, restricting cooling capability.  
Y\_\_\_ N\_\_\_ The engine and hydraulic oil coolers shall have an ambient temperature cooling capacity of 109° F (43°C).  
Y\_\_\_ N\_\_\_ The cooling fan and radiator shall be able to tilt up via a gas strut, allowing easy access to the engine.  
Y\_\_\_ N\_\_\_ The cooling system shall pull air in from both sides of the machine, directing it away from the operator and site bystanders.  
Y\_\_\_ N\_\_\_ The cooling fan shall not be belt driven, but should be powered by a hydraulic motor that is demand driven (Activated by an electrical solenoid) based on weather climate, when fan is active it must maintain constant airflow and fan speed, even under a load that would cause the engine to lug.  
Y\_\_\_ N\_\_\_ The machine shall have a speed-sensing valve that automatically de-strokes the hystat pump to reduce the chance of stalling the engine during lugging.  
Y\_\_\_ N\_\_\_ There shall be no more than two belts driven off the engine.  
Y\_\_\_ N\_\_\_ The machine shall have braided, color-coded and numbered wiring harness for easy diagnostics.  
Y\_\_\_ N\_\_\_ The machine shall have sealed pin connectors to prevent dirt and moisture infiltration.  
Y\_\_\_ N\_\_\_ The machine shall be equipped with a battery that has at least 12 volts and 850 CCA for cold start capabilities in 32° F (0°C) climate.  
Y\_\_\_ N\_\_\_ The machine shall have a main system relay with 105 amp circuit breaker protection to prevent fires.

## POWERTRAIN/TRANSMISSION

- Y\_\_\_ N\_\_\_ Two hydrostatic axial piston drive pumps shall be splined directly to the engine via a flexible coupling for maximum efficiency, reliability and serviceability.
- Y\_\_\_ N\_\_\_ Hydrostatic drive pumps shall be contained in a mono-block housing for maximum reliability and durability.
- Y\_\_\_ N\_\_\_ Hand and foot throttles shall be provided to allow the operator to match engine speed to a task. The hand throttle shall allow the operator to maintain consistent engine speed and the foot throttle shall allow the operator to vary engine speed and minimize fuel consumption.
- Y\_\_\_ N\_\_\_ An electronic torque management feature shall allow maximum power to the wheels while minimizing engine stalling.
- Y\_\_\_ N\_\_\_ Maximum forward travel speed shall be at least 7.8 mph (12.5 kph). / 12.0 mph (19.3 kph) for 2 speed if equipped.
- Y\_\_\_ N\_\_\_ Maximum reverse travel speed shall be at least 7.8 mph (12.5 kph). / 12.0 mph (19.3 kph) for 2 speed if equipped.
- Y\_\_\_ N\_\_\_ Drive motors shall transfer mechanical power to the wheels via two high-strength, pre-stressed chains per machine side. (100 strength Chain)
- Y\_\_\_ N\_\_\_ The machine shall be capable of chain adjustment in order to compensate for drive train wear.

## STEERING

- Y\_\_\_ N\_\_\_ The machine shall be equipped with a single, hydraulically operated joystick that controls the forward/reverse and steering directions.
- Y\_\_\_ N\_\_\_ Machine must be equipped with a selectable pattern control changer to operate in either "ISO" Pattern or "H" Pattern.
- Y\_\_\_ N\_\_\_ Machine must have seat mounted / adjustable joystick controls.
- Y\_\_\_ N\_\_\_ Full turning radius from the center shall be less than 80 in (2032 mm).

## BRAKES

- Y\_\_\_ N\_\_\_ Machine shall have a spring applied, hydraulically released parking brake that shall automatically engage when arm bar is raised, and shall be designed to hold machine static at any point on a 2 to 1 slope.

## HYDRAULIC SYSTEMS

- Y\_\_\_ N\_\_\_ The machine shall be equipped with a single, electro-hydraulically operated joystick that controls the lift, lower and tilt functions.  
Machine must be able to lift the operating load to 4ft. when engine is at "Idle speed" or no throttle.
- Y\_\_\_ N\_\_\_ The hydraulic pumps shall be driven directly off the engine for maximum hydraulic performance and reliability-no belts shall be used.
- Y\_\_\_ N\_\_\_ The Standard hydraulic pump flow of the machine shall be at least 22 gal/min (83 L/min).
- Y\_\_\_ N\_\_\_ The Standard hydraulic pump pressure of the machine shall be at least 3,335 psi (23,000 kPa).
- Y\_\_\_ N\_\_\_ The Standard hydraulic horsepower of the machine shall be at least 42.8 hp (31.9 kW).
- Y\_\_\_ N\_\_\_ Machine shall be equipped with auxiliary hydraulics activated by a thumb switch located on the right joystick.
- Y\_\_\_ N\_\_\_ The machine shall be equipped with a hydraulic tank that has an anti-cavitation loop.
- Y\_\_\_ N\_\_\_ The machine shall be equipped with a hydraulically driven fan, eliminating maintenance costs and friction losses associated with a belt.
- Y\_\_\_ N\_\_\_ The High Flow hydraulic pump of the machine shall produce at least 33 gal/min (125 L/min).
- Y\_\_\_ N\_\_\_ The High Flow hydraulic pressure of the machine shall be at least 4,061 psi (28,000 kPa).
- Y\_\_\_ N\_\_\_ The machine shall be equipped with hydraulic pressure hoses that shall have four steel spiral wraps with burst protection of at least 4,000 psi (27,560 kPa).
- Y\_\_\_ N\_\_\_ Dual, variable-displacement, axial piston pumps shall be driven off the engine and provide hydraulic flow to the drive motors via a closed loop system.
- Y\_\_\_ N\_\_\_ High pressure Tough Guard XT ES hoses and O-ring face seals help assure a leak free system.
- Y\_\_\_ N\_\_\_ Standard auxiliary hydraulics to power tools shall be available through quick connect hydraulic couplings that are rigidly mounted to the loader arm.
- Y\_\_\_ N\_\_\_ Machine must be equipped with high pressure Tough Guard XT hoses and O-ring face seals help to assure a leak free system.

## AXLES

- Y\_\_\_ N\_\_\_ The axles shall be permanently sealed and lubricated, and shall not use chain case oil to lubricate bearings.
- Y\_\_\_ N\_\_\_ The machine's outer axle seal shall be of a multi-angled labyrinth style design for maximum protection and reliability.
- Y\_\_\_ N\_\_\_ Drive axles shall be forged and induction hardened for maximum life. They shall include a unique lip and outer seal to help prevent debris such as wire and twine from wrapping around the axle and destroying the seal.
- Y\_\_\_ N\_\_\_ Axles shall have an inner seal to be used for permanent lubrication of axle bearings so no daily axle service is required.

## OPERATORS STATION

- Y\_\_\_ N\_\_\_ The machine shall be equipped with deep skid-resistant, self-cleaning steps.
- Y\_\_\_ N\_\_\_ The machine shall have no foot controls used to operate loader arm, tilt function or auxiliary hydraulics.
- Y\_\_\_ N\_\_\_ The machine must be equipped with an "Air Ride" Suspension Seat.
- Y\_\_\_ N\_\_\_ The machine must have a sealed & pressurized cab.
- Y\_\_\_ N\_\_\_ The machine shall be equipped with both a hand and a foot throttle.
- Y\_\_\_ N\_\_\_ The machine must be equipped with selectable boom / bucket speed control as well as travel speed control.
- Y\_\_\_ N\_\_\_ The machine shall have a retractable seat belt.
- Y\_\_\_ N\_\_\_ The machine shall come standard with an arm bar that when lifted, automatically engages the machine parking brake for added operator comfort and safety.
- Y\_\_\_ N\_\_\_ The machine shall be equipped with ROPS/FOPS protective structures rated to at least 12,345 lb (5600 kg).
- Y\_\_\_ N\_\_\_ Cab door must be equipped with a 2 quick release handles to remove front door as well as a quick release gas strut door assist that requires no use of tools to remove.
- Y\_\_\_ N\_\_\_ The machine shall have a heater capacity of at least 14,000 Btu (3528 kcal).
- Y\_\_\_ N\_\_\_ Heater shall be equipped with an integrated shutoff valve for summer operation.
- Y\_\_\_ N\_\_\_ The machine shall have audible warning alarms for engine coolant temperature, engine oil pressure and hydraulic oil temperature.
- Y\_\_\_ N\_\_\_ Machines equipped with a door shall be equipped with a hydraulic lockout mechanism that prevents loader arm movement with door in open position.
- Y\_\_\_ N\_\_\_ Machine shall be equipped with a convex, rearview mirror for superior visibility to the rear and sides of the machine.
- Y\_\_\_ N\_\_\_ Machine must have removable side & bottom window that require no use of tools to remove.
- Y\_\_\_ N\_\_\_ Machine shall be equipped with a standard 12V electrical socket.

## LOADER LINKAGE/STRUCTURES

- Y\_\_\_ N\_\_\_ Loader linkage shall be equipped with a split style D-ring for simple auxiliary hose securing.
- Y\_\_\_ N\_\_\_ The pins shall have countersunk grease fittings to protect them from damage.
- Y\_\_\_ N\_\_\_ The machine shall be equipped with two tilt cylinders, protected by a heavy-duty torque tube.
- Y\_\_\_ N\_\_\_ The machine shall have a tipping capacity of at least 5400 lb (2450 kg).
- Y\_\_\_ N\_\_\_ The machine shall have a dump angle of at least 50° for superior bucket cleanout.
- Y\_\_\_ N\_\_\_ The machine shall have an arched transition to the coupler for increased dump clearance.
- Y\_\_\_ N\_\_\_ Vertical lift linkage must provide visibility under the loader arm to left & right sides when bucket is in the carry position.
- Y\_\_\_ N\_\_\_ The machine shall have a rated operating capacity of at least 2,900 lb (1315 kg) with adding additional counterweights.
- Y\_\_\_ N\_\_\_ The machine shall have a rated operating capacity of at least 2,700 lb (1225 kg) without adding additional counterweights.
- Y\_\_\_ N\_\_\_ Pins in the loader linkage shall be forged and induction hardened and shall be the same diameter all the way through using a flagged end to secure them to one side allowing them to rotate in the corresponding bore.
- Y\_\_\_ N\_\_\_ The vertical lift linkage shall provide a consistent and uniform lift path for maximum reach throughout the entire lift cycle.
- Y\_\_\_ N\_\_\_ Hinge pin height at maximum lift shall be at least 127 in (3233mm).
- Y\_\_\_ N\_\_\_ Reach at maximum lift and dump shall be at least 30.7 in (781 mm).
- Y\_\_\_ N\_\_\_ Clearance at maximum lift and dump shall be at least 96.4 in (2450 mm).
- Y\_\_\_ N\_\_\_ Rack back angle at maximum height shall be 85 degrees.
- Y\_\_\_ N\_\_\_ Maximum reach with arms parallel to the ground shall be 50.5 in (1283 mm).
- Y\_\_\_ N\_\_\_ Tilt cylinder breakout force shall be at least 7315 lb (3318 kg).

#### WORK TOOL OPTIONS

- Y\_\_\_ N\_\_\_ Machine shall have a universal quick coupler.
- Y\_\_\_ N\_\_\_ Coupler shall have the following features: a low profile side plate designed for optimum match to work tools and minimal material packing, opposing wedges to ensure a tight tool fit, large contact areas to absorb loads and minimize stress, chrome plated and lubricated vertical pins for smooth engagement and prevention of corrosion.
- Y\_\_\_ N\_\_\_ Coupler shall have manual engagement and disengagement of work tools using two high leverage handles.
- Y\_\_\_ N\_\_\_ A hydraulic quick coupler shall be available to allow engagement and disengagement without needing the operator to exit the machine.

#### SERVICEABILITY

- Y\_\_\_ N\_\_\_ Maintenance points shall be grouped in easily accessible locations.
- Y\_\_\_ N\_\_\_ The machine shall be equipped with grouped, spin-on, fuel/water separator, engine oil and hydraulic oil filters, none of which are horizontally mounted.
- Y\_\_\_ N\_\_\_ The engine shall be mounted lengthwise for better accessibility.
- Y\_\_\_ N\_\_\_ The radiator, hydraulic oil cooler and grill shall be protected by a guard, and shall tilt up via a gas-assisted strut to gain access to the engine.
- Y\_\_\_ N\_\_\_ The machine shall be equipped with sight gauges on the hydraulic tank and the radiator.
- Y\_\_\_ N\_\_\_ The machine shall be equipped with standard system pressure and fluid analysis test ports.
- Y\_\_\_ N\_\_\_ The machine shall have an electronic port allowing electronic machine diagnostics.
- Y\_\_\_ N\_\_\_ The machine shall have a cab that tilts to the rear exposing all pumps, motors, valves and lines by an individual using a single tool.
- Y\_\_\_ N\_\_\_ The machine shall not have any required maintenance points that require lifting of the cab structure.
- Y\_\_\_ N\_\_\_ Machine shall have a solid steel door, with a bumper that slightly protrudes beyond the door, in order to prevent damage to engine compartment components.
- Y\_\_\_ N\_\_\_ The rear door shall open 90 degrees for easy access to both sides of the mounted engine.
- Y\_\_\_ N\_\_\_ A removable belly pan section in the floor of the lower frame shall provide access for periodic cleaning.
- Y\_\_\_ N\_\_\_ All filters shall be easily accessible, which makes routine service quicker and virtually spill free.

#### MINIMUM SERVICE FILL CAPACITIES

- Y\_\_\_ N\_\_\_ Cooling system shall have a minimum 3.7 gal (10 L) capacity.
- Y\_\_\_ N\_\_\_ Fuel tank shall have a minimum 26 gal (98 L) capacity.
- Y\_\_\_ N\_\_\_ Hydraulic system shall have a minimum 15 gal (57 L) capacity.
- Y\_\_\_ N\_\_\_ Hydraulic tank shall have a minimum 11 gal (42 L) capacity.
- Y\_\_\_ N\_\_\_ Chain box shall have a 2.6 gal (10 L) capacity.
- Y\_\_\_ N\_\_\_ Engine crankcase shall have a 2.6 gal (10 L) capacity.

#### OWNING AND OPERATING COSTS

- Y\_\_\_ N\_\_\_ Extended life coolant shall be standard.
- Y\_\_\_ N\_\_\_ The machine shall have recommended 500-hour engine change intervals.

Bid specs are intended for use by North American buyers only and are subject to change. Model configuration may change depending on country of use.

**Skid Steer Loader Life Cycle Cost Bid Form:**

Item No.	Est. Description Qty.	Unit Price	Total Price
=====	=====	=====	=====
1.	Skid Steer Loader Purchase Price	\$ _____	\$ _____
	Yr/Make/Model _____		
2.	Trade In Price / Offer	\$ _____	\$ _____
3.	Total Maintenance Costs	\$ _____	\$ _____
	(From Scheduled Maintenance Calculation Form Attached)		
4.	Maximum Repair Costs (Extended Warranty)	\$ _____	\$ _____
	(___ Years / _____ Hours)		
5.	Residual / Salvage Value	\$ _____	\$ _____
	(___ Years / _____ Hours)		
<b>Total Bid Price (1 – 2 + 3 + 4 – 5)</b>			<b>\$ _____</b>
			=====

**OPTIONS: Please list pricing individually. Do NOT include in the Total Bid Price**

- \$ \_\_\_\_\_ Cab, Heater/Defroster, Air Conditioning & Door
- \$ \_\_\_\_\_ Battery, 880 CCA
- \$ \_\_\_\_\_ Electric Work Tool Control
- \$ \_\_\_\_\_ Two Speed Control
- \$ \_\_\_\_\_ Hydraulic Quick Coupler
- \$ \_\_\_\_\_ Proportional Hydraulic Controls
- \$ \_\_\_\_\_ Beacon Light
- \$ \_\_\_\_\_ Counterweight, Machine
- \$ \_\_\_\_\_ 8x16 ITL Solid
- \$ \_\_\_\_\_ 72” G.P. Bucket with BOCE
- \$ \_\_\_\_\_ 72” G.P. Bucket with Teeth
- \$ \_\_\_\_\_ 72” M.P. Bucket with Boce
- \$ \_\_\_\_\_ Carriage with 48” Forks
- \$ \_\_\_\_\_ Universal Quick Attach Backing Plate

**OPTIONS:** (Continued)

- \$ \_\_\_\_\_ BA18 Hydraulic Angle Broom
- \$ \_\_\_\_\_ BA18 Water Sprinkler Kit water tank required
- \$ \_\_\_\_\_ B18 Pick Up Broom & Bracket
- \$ \_\_\_\_\_ Gutter Brush for BP18 or BP15
- \$ \_\_\_\_\_ BP Water Sprinkler Kit water tank required

\_\_\_\_\_  
**Signature of Bidder/Title**

\_\_\_\_\_  
**Legal Name of Firm**

\_\_\_\_\_  
**Name of Bidder (Print or Type)**

\_\_\_\_\_  
**Address of Firm**

\_\_\_\_\_  
**Phone Number of Bidder**

\_\_\_\_\_  
**City,State and Zip Code**

\_\_\_\_\_  
**Fax Number of Bidder**

\_\_\_\_\_  
**Email Address**

# Skid Steer Loader Scheduled Maintenance Calculation Form:

**Instructions:** The intent of this form is to determine the total scheduled maintenance costs that can be expected during the first \_\_\_\_\_ hours of ownership (Operation). Service intervals, number of grease fittings, and capacities should be taken directly from the manufacturer's lubrication and maintenance manual. Unit costs given are equal for all vendors. Although there may be a slight variance due to refill capacities, these total costs are made up of labor, overhead, lost production, gaskets, lubricants, filters, and supervisory time. The comparison examines the service intervals for the various units bid and assumes that the manufacturer's recommendations, if followed exactly, will allow the costs that are to be incurred on each unit, to be calculated with reasonable accuracy.

**A. Grease Fittings: (Per one (1) unit)**

Determine the number of fittings at each interval. Insert each number as indicated (if none, write none). Perform calculations and total in the last column.

Total Hrs. Operation	Service Interval	x	No. of Fittings	Cost Per Fitting	=	<b>Total Cost (a)</b>
_____ ÷	10	x	_____	x \$ .25	=	_____
_____ ÷	50	x	_____	x \$ .25	=	_____
_____ ÷	100	x	_____	x \$ .25	=	_____
_____ ÷	250	x	_____	x \$ .25	=	_____
_____ ÷	500	x	_____	x \$ .25	=	_____
_____ ÷	1000	x	_____	x \$ .25	=	_____
_____ ÷	2000	x	_____	x \$ .25	=	_____
				<b>TOTAL COST</b>	= \$	_____

**B. Engine Oil & Filter:** From manufacturer's maintenance manual determine crankcase drain and refill interval. Insert this hourly number and perform the calculation to arrive at the total cost for an engine oil change.

Number of Gallons _____ x \$ 4.50 / Gallon	= \$ _____ +
Current Cost of Filters	= \$ _____ +
Fixed Cost (Time x Agencies Labor Cost / Hr)	= \$ _____ +
Cost per Change	= \$ _____
<b>Total Hrs. Operation</b> <b>Service Interval</b>	<b>= Total Cost (B)</b>
_____ ÷ _____ x _____	= \$ _____
	<b>Cost Per Change</b>
	_____

**C. Final Drive/Chain Case Oil:** From manufacturer's maintenance manual determine drain and refill interval. Insert this hourly number and perform the calculation to arrive at the total cost for a Final Drive/Chain Case oil change.

Number of Gallons _____ x \$ 4.50 / Gallon	= \$ _____ +
Current Cost of Filters	= \$ _____ +
Fixed Cost (Time x Agencies Labor Cost / Hr)	= \$ _____ +
Cost per Change	= \$ _____
<b>Total Hrs. Operation</b> <b>Service Interval</b>	<b>= Total Cost (C)</b>
_____ ÷ _____ x _____	= \$ _____
	<b>Cost Per Change</b>
	_____

**D. Hystat/Hydraulic System:** From the manufacturer's maintenance manual determine the hystat system's drain and refill interval. Insert this hourly number, insert the total capacity (in gallons) and perform the calculation to arrive at the total cost for a hystat system service.

Number of Gallons _____ x \$ 4.50 / Gallon	= \$ _____ +
Current Cost of Filters	= \$ _____ +
Fixed Cost (Time x Agencies Labor Cost / Hr)	= \$ _____ +
Cost per Change	= \$ _____
<b>Total Hrs. Operation</b> <b>Service Interval</b>	<b>= Total Cost (D)</b>
_____ ÷ _____ x _____	= _____
	<b>Cost per Change</b>
	_____

**E. Cooling System:** From the manufacturer's maintenance manual determine the cooling system's drain and refill interval. Insert this hourly number, insert the total capacity (in gallons) and perform the calculation to arrive at the total cost for a cooling system service.

<b>Total Hrs. Operation</b> <b>Service Interval</b>	<b>Cooling System Cap</b> x <b>Cost per Gal.</b>	<b>= Total Cost (H)</b>
_____ ÷ _____ x _____	_____ (Gal) x \$4.50	= _____

**CONTINUED ON NEXT PAGE**

**F. Hydraulic Drive Belt:** From the manufacturer's maintenance manual determine the Hydraulic Drive Belt replacement interval (If Required). Insert this hourly number, insert the labor cost and perform the calculation to arrive at the total cost for a Hydraulic Drive Belt service.

$$\begin{array}{rclcl} \text{Total Hrs. Operation} & & \text{Service Interval} & & \text{Labor Cost} & & = & \text{Total Cost (I)} \\ \underline{\hspace{2cm}} & \div & \underline{\hspace{2cm}} & \times & \underline{\hspace{2cm}} & & = & \underline{\hspace{2cm}} \end{array}$$

**TOTALS: (Per one (1) unit)** Listed below are each of the categories just calculated. Insert the total number of each category in the space provided and add the column.

A. Grease Fittings	\$	_____
B. Engine Oil and Filters	\$	_____
C. Chain Case Oil	\$	_____
D. Hystat System Changes	\$	_____
E. Cooling System Changes	\$	_____
F. Hydraulic Drive Belt	\$	_____

**TOTAL SCHEDULED MAINTENANCE COSTS:**

**SPECIAL CONDITIONS**

1. Contractor shall provide a manufacturers print out to verify the unit bid meets all the requirements of this specification. Also any dealer installed aftermarket components, if specified, must be noted on the manufacturer's print out. All enclosed specifications and requirements shall apply.
  
2. Specifications listed heretofore represent the minimum acceptable unit equipment levels. Any deviation or exceptions to these specifications should be noted and fully justified to be given consideration, Final allowances to any of the items listed can only be granted by the City of North Las Vegas Purchasing/Risk Management Department.
  
3. When applicable, ANSI, OSHA, DOT, EPA or other Federal, State (NRS) and Local Ordinances might apply to the equipment being purchased or leased.
  
4. Any Equipment purchased or leased which requires the use of fuel of any type must be DELIVERED WITH FULL FUEL CAPACITY (EXCEPT FOR USAGE IN 20 MILES OF DELIVERY ALLOWANCE).

**Guaranteed Repairs**

5. The successful Bidder shall be responsible for guaranteed repairs, including all parts and labor, except for the following:
  - a. Repair or replacement of glass, filters, lubricating oils, fuel, anti-freeze, hydraulic oil, batteries, cutting edges, tires ( except defective), wiper blades and other items consumed in day to day operations.
  - b. Repairs to damages resulting from fire, windstorm, floods, theft, accident, vandalism, abuse and neglect.

6. The successful Bidder will be fully responsible for the cost of all repairs, except those listed above, including parts and labor, during the first 7,500 hours of operation as recorded by the engine hour meter or five years from date of delivery and acceptance.

#### Repairs

7. Owner reserves the right, at no cost to the Owner to require the successful Bidder to respond within one (1) hour to perform field repairs within a 30 mile radius of the Bidder's facility. Successful Bidders shall respond within two (2) hours of call out for required repairs outside the 30 mile radius. Owner agrees to pay the successful Bidder the standard hourly field service rate plus mileage. Owner may elect at any time to transport equipment to the successful Bidder's facility for all guaranteed repair. If field repairs cannot be successfully made, Owner agrees to transport equipment to the Bidder's repair facility at no cost to the bidder.
8. Owner reserves the right to make minor repairs at the Owner's own labor expense. Upon approval from the successful Bidder, the successful Bidder shall furnish all warranty parts necessary for the repair within 48 hours. Owner agrees to return all parts removed to the successful Bidder for verification of warranty.
9. If repairs are not made within 48 hours after the time of notification of equipment breakdown, the successful Bidder shall furnish Owner, without charge, a similar piece of equipment for use until the repairs are successfully made. Owner will be responsible for any transporting arrangements. If the parts are not available to the dealer from the manufacturer by reason of strike, natural disaster or national emergency, the use of a similar piece of equipment shall not be mandatory.
10. **Guaranteed Re-Purchase:**
  - The successful Bidder shall guarantee a re-purchase price or trade in allowance five (5) years from date of delivery or 7,500 hours, whichever occurs first.
  - Upon Owner's selling, subleasing, trading or otherwise disposing of the equipment, the successful Bidder shall not be bound by the provisions which required him to be responsible for all repairs exceeding the guaranteed costs of repairs.
  - Owner shall repair or replace tires as may be required, however if the machines are surrendered as a result of a buy-back agreement, Owner shall not bear any financial responsibility for the condition of the tires on return of the machines.
  - Owner agrees to return skid steer loaders with all of the attachments and in the same condition as delivered, less normal wear.

**11. Obligations of Owner**

- The Skid Steer Loaders purchased will be operated by Owner's personnel in a manner for which the equipment is designed.
- Owner will assume responsibility for costs of repairs due to fire, theft, accident, vandalism, acts of nature, or neglect or abuse directly caused by Owner's personnel.
- Owner will assume, at its expense, all costs of tires (except defective units), tubes, tire repairs (except defective units), lubricating oils, filters of all types, grease, fuel, anti-freeze, headlights, glass breakage, cleaning, painting, and other items normally consumed in day-to-day operations.
- Owner will maintain the equipment in accordance with the manufacturer's recommendations. The successful Bidder has the right to inspect the equipment at any reasonable time and make recommendations for repairs, improved maintenance, etc., which Owner will follow to the best of its ability. Owner will have available a record of all maintenance performed.

**12. Repair Requirements :**

- All rescheduled repairs required by the successful Bidder must be initiated within a 24-hour period from date scheduled.

**13. Rental Option**

- Owner has the option of renting back the existing Skid Steer Loader(s) on a monthly basis, at the standard market rental rate, for up to 6 months after the buy back contract has expired.
- Owner shall be responsible for expendable items as outline in Item # 5, a & b.
- Renter may, at renter's option, replace the equipment with a similar machine at any time during the rental term. Renter will notify Owner in writing within 72 hours prior to exercising this option.

**14. All Skid Steer Loader(s) will be delivered with less than 50 hours on the hour meter.**

**15. Three (3) sets of keys for all locks shall be provided at the time of delivery**

**16. All Skid Steer Loaders will be delivered with a full tank of fuel.**

**17. All components supplied shall be factory or dealer installed and shall be as advertised in current published literature unless otherwise stated. (Literature shall be provided upon request)**

**18. All Skid Steer Loader(s) shall be delivered free of dealer nameplates, license plate holders, or advertisement decals.**

19. **There shall be one (1) part's manual , one (1) repair and one (1) operator hard copy or CD PC friendly manual(s) provided per loader at the time of delivery.**
  
20. **The awarded Bidder /Dealer shall provide, within ten (10) working days of receipt of purchase order , a confirmation from the manufacturer showing the units have been ordered. This confirmation may be provided via facsimile to :**

**City of North Las Vegas Purchasing Department.  
Attn: Tony Esguerra, C.P.M. , Senior Buyer  
(702) 649-5077**

**BID B-1296  
SKID STEER LOADER  
SAMPLE CONTRACT(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 the purchase of (1) Skid Steer Loader per specifications provided (the “**PROJECT**”);
2. The Services Provider is experienced in providing new or unused Vibratory Asphalt Compactors (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.

1.4. 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**”). **[Attached will be a description of all of the obligations of the Services Provider as Exhibit C. , the bid 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. ***Bid Specifications and Requirements***

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. **Not Applicable**

## 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

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: **[Reference Purchase order number, Invoice Number, Date, Terms and Invoice Breakdown]**

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;
  - a) Shall be required to comply with all obligations of Services Provider to City under this Agreement;
  - b) 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
3. Is duly licensed and authorized to do business in the City, and such business license is in full force and effect; and

4. 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]** 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]** for each occurrence and **[\$2,000,000]** in the aggregate.

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

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

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.



## 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 venturer 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

Not Applicable

**Exhibit B**

Budget  
Not Applicable

## **Exhibit C**

### Scope of Work

To Provide (1) One – Skid Steer Loader per bid specification provided with Bid # 1296 per attached

**Exhibit D**

Supplemental Services Rates