

**NORTH LAS VEGAS, NEVADA**  
**BID PROPOSAL FOR BID NO. 1351**  
East Reservoir Recoating

**Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**E-mail** \_\_\_\_\_

THE UNDERSIGNED PROPOSES AND AGREES:

1. To complete all work for which a contract may be awarded to him and to furnish any and all labor, equipment, materials, transportation, and other facilities required for the services as set forth in the bid Proposal and Contract Documents.
2. That he has examined the Contract Documents and the site(s) for the proposed work and satisfied himself as to the character, quality of work to be performed, materials to be furnished and as to the requirements of the specifications.
3. If awarded the contract, he will provide the following submittals within fifteen calendar days from receipt of the Notice of Award:
  - a. Certificates of insurance for General Liability and Workman's Compensation certificate as required by law.
  - b. That if he does not provide the submittals on or before the fifteenth (15th) calendar day, he will pay over to the Owner the amount of Two Hundred Dollars (\$200) per day as liquidated damages.
4. That if he does not keep the bonds or insurance policies in effect or allows them to lapse, he will pay over to the Owner the amount of Five Hundred Dollars (\$500) per day as liquidated damages.
5. That this Proposal is genuine and is not sham or collusive, or made in the interest of, or on behalf of any person not herein named, nor he in any manner sought to secure for himself an advantage over any other bidder.
6. He further proposes and agrees that he will accept as full compensation for the work to be performed the price written in the Bid Schedule below.
7. That he has carefully checked the figures below and that Owner will not be responsible for any error or omissions in the preparation of this Bid.
8. That no verbal agreement or conversation with an officer, agent or employee of the Owner, either before or after the execution of the agreement, shall affect or modify any of the terms or obligations of this Proposal.
9. The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. _____	Dated, _____
Addendum No. _____	Dated, _____
Addendum No. _____	Dated, _____
Addendum No. _____	Dated, _____

**OPTION A**

**3.0 MILLION GALLON TANK ONLY**

<b><u>BID ITEM</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>QTY</u></b>	<b><u>PRICE</u></b>
1.	Mobilization/Demobilization	L.S.	\$ _____
2.	Sandblast and Recoats		
	a. Exterior of 3.0 Million Gallon Tank	L.S.	\$ _____
	b. P2b Pump Station and piping	L.S.	\$ _____
3.	Removal of Hazardous Waste Materials	L.S.	\$ _____
4.	Fabrication & Installation of Handrails	L.S.	\$ _____
5.	Fabrication & Installation of Ladder Extension	L.S.	\$ _____
6.	Fabrication & Installation of 36-inch Roof Vent	L.S.	\$ _____
7.	Supply and Installation of a Water Level Indicator	L.S.	\$ _____
8.	Fabrication & Installation of 30-inch Manhole	L.S.	\$ _____
	Total		\$ _____

**OPTION B**

**7.5 MILLION GALLON TANK ONLY**

<b><u>BID ITEM</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>QTY</u></b>	<b><u>PRICE</u></b>
1.	Mobilization/Demobilization	L.S.	\$ _____
2.	Sandblast and Recoats		
	a. Exterior of 7.5 Million Gallon Tank	L.S.	\$ _____
	b. P2b Pump Station and piping	L.S.	\$ _____
3.	Removal of Hazardous Waste Materials	L.S.	\$ _____
4.	Fabrication & Installation of Handrails	L.S.	\$ _____
5.	Fabrication & Installation of Ladder Extension	L.S.	\$ _____
6.	Fabrication & Installation of 36-inch Roof Vent	L.S.	\$ _____
7.	Supply and Installation of a Water Level Indicator	L.S.	\$ _____
	Total		\$ _____

**OPTION C**

**3.0 MILLION GALLON TANK AND 7.5 MILLION GALLON TANK**

<b><u>BID ITEM</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>QTY</u></b>	<b><u>PRICE</u></b>
1.	Mobilization/Demobilization	L.S.	\$ _____
2.	Sandblast and Recoats		
	a. Exterior of 7.5 Million Gallon Tank	L.S.	\$ _____
	b. Exterior of 3.0 Million Gallon Tank	L.S.	\$ _____
	c. P2b Pump Station and piping	L.S.	\$ _____
3.	Removal of Hazardous Waste Materials	L.S.	\$ _____
4.	Fabrication & Installation of Handrails	L.S.	\$ _____
5.	Fabrication & Installation of Ladder Extensions	L.S.	\$ _____
6.	Fabrication & Installation of 36-inch Roof Vents	L.S.	\$ _____
7.	Supply and Installation of Water Level Indicators	L.S.	\$ _____
8.	Fabrication & Installation of 30-inch Manhole	L.S.	\$ _____
	<b>Total</b>		\$ _____

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Legal Name of Company

\_\_\_\_\_  
Name of Bidder (print/type)

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
License #

\_\_\_\_\_  
Date of Bid

\_\_\_\_\_  
Telephone #

\_\_\_\_\_  
Fax #

\_\_\_\_\_  
E-mail Address

**AGREEMENT  
FOR  
East Reservoir Repainting**

**THIS SERVICES AGREEMENT** is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2009, by and between the **CITY OF NORTH LAS VEGAS, NEVADA**, a political subdivision of the State of Nevada, (hereinafter referred to as “**CITY**”), and \_\_\_\_\_, a \_\_\_\_\_, (hereinafter referred to as “**SERVICE PROVIDER**”).

**RECITALS:**

1. The CITY intends to contract for reservoir recoating; and
2. The SERVICE PROVIDER’s scope of work and compensation have been derived through the bid process.

**TIME FOR COMPLETION:** The Work which the CONTRACTOR is required to perform under this Contract shall be commenced at a time stipulated by the CITY in the written “Notice-to-Proceed” and shall be completed according to the following:

The Contractor shall have 120 calendar days from the effective Notice to Proceed work date to reach substantial completion. 30 calendar days after notice of substantial completion the Contractor shall achieve final completion of the work described in this agreement. In this agreement substantial completion will be reached when all coatings have been accepted by the City and the affected reservoirs are ready to be disinfected. Final Completion will be issued when the site has been cleaned, the Contractor is demobilized, and all City facilities are disinfected and back in operation.

**LIQUIDATED DAMAGES:** Liquidated Damages shall be assessed in the amounts stated below per day for each calendar day after the required completion date as mandated by this agreement.

- 1) Liquidated Damages for failure to complete the requirements for the Construction Completion milestone within the time period indicated shall be FIVE HUNDRED DOLLARS (\$500) per day.
- 2) Liquidated Damages for late contract documents shall be TWO HUNDRED DOLLARS (\$200) per day.
- 3) Liquidated Damages for late submittals noted shall be TWO HUNDRED DOLLARS (\$200) per day.

**NOW, THEREFORE**, in consideration of the above recitals and mutual promises contained in the bid documents (incorporated by reference), the parties hereto agree to the following terms, conditions, covenants set forth in Sections I through VII hereof.

**SECTION I - RESPONSIBILITY OF SERVICE PROVIDER**

In addition to any other responsibilities of SERVICE PROVIDER set forth in this AGREEMENT, SERVICE PROVIDER shall provide all services in accordance with City of North Las Vegas bid number 1319.

**SECTION II - RESPONSIBILITY OF CITY**

The CITY will cooperate with SERVICE PROVIDER in the performance of services under this AGREEMENT and will be available for consultation with SERVICE PROVIDER at such reasonable times with advance notice as to not conflict with their other responsibilities.

### **SECTION III - SCOPE OF SERVICES**

Services to be performed by the SERVICE PROVIDER shall consist of the Basic Services described in the bid document.

### **SECTION IV - CHANGES TO SCOPE OF SERVICES**

The CITY may at any time, but only by written order, make changes within the general scope of this AGREEMENT and in the services or work to be performed. If such changes cause a significant increase or decrease in the SERVICE PROVIDER's cost or time required for performance of any services under this AGREEMENT, the Parties shall formally amend this AGREEMENT. Any claim of SERVICE PROVIDER for adjustment under this clause must be asserted in writing within thirty (30) calendar days from the date of receipt by the SERVICE PROVIDER of notification of changes by the CITY, or such claim shall be deemed waived by SERVICE PROVIDER and SERVICE PROVIDER will be deemed to have agreed to the changes without modification of the compensation or time of performance hereunder.

### **SECTION V - TERM OF AGREEMENT**

This AGREEMENT commences upon the date it approved by the CITY and shall end within one (1) year thereafter.

### **SECTION VI - COMPENSATION AND TERMS OF PAYMENT**

#### **A. TOTAL COMPENSATION**

1. The CITY shall pay the SERVICE PROVIDER the amount show in the bid document.

#### **B. TERMS OF PAYMENT**

1. Subject to the CITY's right to dispute any charges, the CITY shall make payments to the SERVICE PROVIDER for completed services as invoiced.

2. Payment to the SERVICE PROVIDER shall be made within thirty (30)calendar days of the date CITY receives each invoice provided by the SERVICE PROVIDER to the CITY, provided that such invoice is complete, correct, and undisputed by the CITY, and that it contains the following information:

(a)The SERVICE PROVIDER shall prepare and submit to the CITY a detailed written invoice indicating the completion of bid items for the previous month's invoice period.

### **SECTION VII - MISCELLANEOUS PROVISIONS**

#### **A. SUSPENSION**

CITY may suspend performance by SERVICE PROVIDER under this AGREEMENT for such period of time as CITY, in its sole discretion may prescribe, by providing written notice to SERVICE PROVIDER at least seven (7) calendar days prior to the date on which CITY wishes to suspend such performance. Upon such suspension, CITY shall pay SERVICE PROVIDER an apportioned amount based on a percentage of the month completed. SERVICE PROVIDER shall not perform further work under this AGREEMENT after the effective date of suspension until receipt of written notice from CITY to resume performance.

#### **B. TERMINATION**

The CITY may terminate this AGREEMENT, with or without cause, upon fourteen (14) calendar days prior written notification of the termination to the SERVICE PROVIDER. Notification to the SERVICE PROVIDER of such termination shall be sent by the CITY in accordance with Section XII.U

In the event of termination, the CITY agrees to pay the SERVICE PROVIDER the reasonable value for all work and services performed in accordance with A above.

### **C. INSURANCE**

SERVICE PROVIDER shall procure and maintain, at its own expense, during the entire term of this AGREEMENT the insurances set forth in the bid document.

### **D. INDEMNITY**

Notwithstanding any of the insurance requirements herein above set forth or limits of liability set forth therein, SERVICE PROVIDER shall defend, protect, indemnify and hold harmless the CITY, 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 or employees suffer, as a result of, or arising out of, the negligent acts or omissions of the SERVICE PROVIDER, its agents or anyone employed by the SERVICE PROVIDER.

### **E. ASSIGNMENT**

This AGREEMENT shall insure to the benefit of, and be binding upon, the Parties hereto and their respective successors and assigns. The SERVICE PROVIDER shall not assign, sublet or transfer its interest in this AGREEMENT without the prior written approval of the CITY. Nothing contained herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

### **F. WAIVER**

No consent or waiver, express or implied, by either party to this AGREEMENT or of any breach by the other in the performance of any obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach by such party hereunder. Failure on the part of any party hereto to complain of any act or failure to act on the other party or to declare that other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder. Inspection, payment, or tentative approval or acceptance by the CITY or the failure of the CITY to perform any inspection hereunder, shall not constitute a final acceptance of the work or any part thereof and shall not release SERVICE PROVIDER of any of its obligations hereunder.

### **G. SERVICE PROVIDER'S EMPLOYEES**

The SERVICE 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. In the event that SERVICE PROVIDER fails to remove any employee from the contract work whom the CITY deems incompetent, careless or insubordinate, or whose continued employment on the work is deemed by the CITY to be contrary to the public interest, the CITY reserves the right to require such removal as a condition for the continuation of this AGREEMENT.

### **H. INDEPENDENT CONTRACTOR**

It is hereby expressly agreed and understood that in the performance of the services provided herein, the SERVICE PROVIDER and any other person employed by SERVICE PROVIDER hereunder shall be deemed to be an independent contractor and not an agent or employee of the CITY. This AGREEMENT is not intended to create, and shall not be deemed to create, any partnership, joint venture or other similar business arrangement between CITY and SERVICE PROVIDER.

### **I. APPLICABLE LAW**

This AGREEMENT shall be construed and interpreted in accordance with the laws of the State of Nevada.

### **J. COMPLIANCE WITH LAWS**

In connection with the performance of work under this AGREEMENT, the SERVICE PROVIDER 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.

#### **K. PROHIBITION AGAINST CONTINGENT FEES**

The SERVICE PROVIDER warrants that 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 consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

#### **L. DISPUTE RESOLUTION**

Disputes concerning standards of performance, time of performance, scope of work, compensation or terms specified in the AGREEMENT shall be resolved in the following manner:

1. The CITY's representative and the SERVICE PROVIDER's MANAGER will endeavor to conduct good faith negotiations in an effort to resolve any and all disputes in a timely manner.
2. If any disputes between the Parties remain unresolved after thirty (30) calendar days, the CITY's representative and the SERVICE PROVIDER's MANAGER shall, within seven (7) calendar days, prepare a brief, concise written report summarizing the:
  - (a) basis for the dispute,
  - (b) negotiations accomplished and results thereof, and
  - (c) current status of all relevant unresolved issues.
3. Copies of each written summary shall be exchanged between the CITY's representative and the SERVICE PROVIDER's MANAGER, and provided to the CITY Building Maintenance Manager and the SERVICE PROVIDER's PRINCIPAL-IN-CHARGE. Within ten (10) calendar days thereafter, the Director, or his designee, and the SERVICE PROVIDER's PRINCIPAL-IN-CHARGE will meet to resolve the dispute. A written record of these negotiations will be made. The record will summarize:
  - (a) all issues of dispute,
  - (b) the resolutions to resolved issues, and
  - (c) unresolved issues, if any.

The written record will be reviewed by the Director or his designee, and render a determination regarding such dispute.
4. If the SERVICE PROVIDER disagrees with the determination of the Director, or his designee, the SERVICE 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 in law or equity. The Parties agree that no dispute under this AGREEMENT shall be submitted to or resolved through arbitration or mediation.

#### **M. ATTORNEY'S FEES**

In the event any action is commenced by either Party against the other in connection herewith, the prevailing Party shall be entitled to its reasonable costs and expenses, including reasonable attorney's fees, as determined by the court.

#### **N. SITE INSPECTION**

SERVICE PROVIDER represents that SERVICE PROVIDER has visited the PROJECT location and is satisfied as to the general condition thereof and that the SERVICE PROVIDER's compensation as provided for in the AGREEMENT is just and reasonable compensation for performance hereunder including reasonably foreseen and foreseeable risks, hazards and difficulties in connection therewith based on such above-ground observations

**O. SEVERABILITY**

In the event that any provision of this AGREEMENT shall be held to be invalid or unenforceable, the remaining provisions of this AGREEMENT shall remain valid and binding on the Parties hereto.

**P. AMENDMENTS**

This AGREEMENT may only be modified by a written Amendment that is executed by both Parties hereto.

**Q. FINAL INTEGRATION**

This AGREEMENT is fully integrated and constitutes the entire agreement and understanding between the Parties concerning the subject matter of this AGREEMENT. This AGREEMENT supersedes all other oral and written negotiations, agreements and understandings of any and every kind relating to the subject matter of this AGREEMENT.

**R. CONSTRUCTION**

In the event of any dispute regarding any provision of this AGREEMENT, the terms of this AGREEMENT shall not be construed more strongly against or in favor of either party. The parties acknowledge that each has participated equally in the negotiation and drafting of this AGREEMENT.

**S. NOTICE**

Any notice required to be given hereunder shall be deemed to have been given when sent to the party to whom it is directed by personal service, hand delivery or U.S. certified mail, return receipt requested, at the following addresses:

TO CITY:  
CITY OF NORTH LAS VEGAS  
UTILITIES DEPARTMENT  
Attention: David H. Bereskin, P.E.  
2829 Fort Sumter Drive  
North Las Vegas, NV 89030

TO SERVICE PROVIDER:  
Attention:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**T. HEADINGS**

The headings of the various Sections 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 to be used in any manner in the interpretation of this AGREEMENT.

IN WITNESS WHEREOF, the Parties have caused this AGREEMENT to be executed the day and year first above written.

CITY OF NORTH LAS VEGAS, NEVADA

By: \_\_\_\_\_  
SHARI L. BUCK,  
MAYOR

By: \_\_\_\_\_  
CONTRACTOR

APPROVED AS TO FORM: ATTEST:  
NICHOLAS VASKOV  
CITY ATTORNEY

By: \_\_\_\_\_  
CITY ATTORNEY

By: \_\_\_\_\_  
KAREN L. STORMS  
CITY CLERK

CITY OF NORTH LAS VEGAS

NON-COLLUSIVE AFFIDAVIT OF PRIME BIDDER

STATE OF NEVADA )

)SS

COUNTY OF CLARK )

\_\_\_\_\_, being first duly sworn, deposes and says that:

- (1) He is \_\_\_\_\_ of \_\_\_\_\_, the Bidder that has submitted the attached Bid,
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted to or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in any interest, including this affiant.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Notary  
My commission expires \_\_\_\_\_

\_\_\_\_\_  
Telephone

**THE AMERICANS WITH DISABILITIES ACT**

The Americans with Disabilities Act (ADA) was enacted on July 26, 1990 by the United States Congress to protect the disabled from discrimination in employment, public accommodations, transportation and telecommunications.

All City of North Las Vegas service contracts to any organization/company which has 15 or more employees, either private or nonprofit, must meet the nondiscrimination provisions of ADA.

The following signed statement is required on all contracts and addenda to all contracts now in effect with the City of North Las Vegas:

"I, \_\_\_\_\_, hereby certify that the below referenced  
(Typed Name)

company is in compliance with the nondiscrimination provisions of the Americans with Disabilities Act."

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Individual, Company or Corporation

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

(The written assurance of compliance with ADA, as set forth by the contracted Company statement, should be signed by an officer of the Company.)