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John J. Lee

City Manager  
Ryann Juden

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Scott Black  
Pamela A. Goynes-Brown  
Isaac E. Barron  
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November 14, 2022

**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1681 City-Wide Elevator Maintenance**

Bids will be received electronically only through the Nevada Gov eMarketplace (NGEM) System at [www.ngemnv.com](http://www.ngemnv.com) until **December 5, 2022 at 1:00 P.M. local time** (the "Bid Due Date"). **A Bid opening will be held on a conference call via Google Meet, Telephone# 609-779-1140, Meeting Pin# 311 644 172# on the Bid Due Date.**

An optional Pre-Bid Meeting will be held on **November 21, 2022 at 10:00 a.m. local time** via Google Meet conference call, Telephone # 605-865-2238, Meeting Pin# 412 060 676# .The purpose of this meeting is to discuss the Invitation to Bid requirements and answer any questions or concerns. Any and all questions asked during this meeting must be sent via email or submitted in NGEM at the conclusion of the Pre-Bid Meeting.

All questions or concerns must be submitted electronically in the NGEM System or via e-mail to Joy Yoshida, Buyer, at [yoshidaj@cityofnorthlasvegas.com](mailto:yoshidaj@cityofnorthlasvegas.com). The cut-off time for all questions is **November 28, 2022 at 12:00 p.m.** local time. All questions received will be consolidated and answered AFTER the question cut off period via Addendum on NGEM. Any questions received after the question cut off period will not be answered.

Bid documents may be accessed at [www.ngemnv.com](http://www.ngemnv.com) or on the City of North Las Vegas Purchasing Web Page (listed above). 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.

A handwritten signature in black ink, appearing to read 'Marie Leake', is positioned above a horizontal line.

Marie Leake  
Procurement Manager

Published in the Las Vegas Review Journal  
(November 14, 2022)

**CITY OF NORTH LAS VEGAS INVITATION TO BID  
BID B-1681 City-Wide Elevator Maintenance**

**1. PUBLIC RECORDS:**

The Bid documents and all Bids submitted in response thereto are public records. You are cautioned not to put any material into the Bid that is proprietary in nature. The City is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's Records are public records, which are subject to inspection and copying by any person, unless declared by law to be confidential.

**2. PERFORMANCE OF WORK:**

The selected Respondent shall perform all work as may be necessary to complete the Contract in a satisfactory and acceptable manner, and unless otherwise provided, shall furnish all transportation, materials, equipment, labor and incidentals necessary to complete the project.

**3. FORM OF CONTRACT:**

Execution of the Contract by all named parties will authorize delivery of goods or services obtained under this Invitation to Bid.

**4. ELECTRONIC BID THROUGH NGEM SYSTEM:**

Bids must be submitted online through the Nevada Government eMarketplace (NGEM). The NGEM System is an electronic bidding system used by a consortium of local government entities in Nevada for supplier registration and the submission of electronic bids and proposals. The NGEM System is available at [www.ngemnv.com](http://www.ngemnv.com). There is no cost for any Respondent to use the NGEM System, however, all Respondents must register prior to gaining access to see the details of any solicitation and to submit a bid or proposal online. All Bids must be submitted on the NGEM System no later than the Bid Due Date and time. Per the Terms of Use of the NGEM System, Bids may not be submitted after the Bid Due Date, and the server clock will govern.

**5. EXPLANATION TO RESPONDENT:**

Any explanations desired by Respondent regarding the meaning or interpretation of specifications must be requested in writing and with sufficient time allowed for a reply to reach Respondent before submission of their Bid. Oral explanations given before the award of the contract will not be binding. Any written interpretation made will be furnished to all Respondents and its receipt by the Respondent will be acknowledged. Interpretation of the meaning of the plans, specifications, or other pre-Bid documents will not be binding if presented to any Respondent orally. Every request for such interpretation should be in writing addressed to Joy Yoshida, Buyer at [yoshidaj@cityofnorthlasvegas.com](mailto:yoshidaj@cityofnorthlasvegas.com). Any and all such interpretations and any supplemental instructions deemed necessary will be in the form of a written addendum to the specifications which, if issued, will be posted on NGEM. Failure of any Respondent to receive any such addendum or interpretation shall not relieve such Respondent from any obligation under these Bid documents as submitted. All addenda issued shall become part of the Bid documents.

**6. METHOD OF EVALUATION AND AWARD OPTIONS:**

The evaluation of this Bid will be conducted by City personnel. The City will award this Bid to the Respondent(s) that submits the lowest responsive and responsible Bid deemed to be in the City's best interest. The City reserves the right to reject all Bids. Pursuant to

NRS 332.065(4), the City shall not enter into a contract with a Respondent to this Bid unless the contract includes the written certification that the company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

**7. ASSIGNMENT OF CONTRACTUAL RIGHTS:**

It is agreed that the Contract must not be assigned, transferred, conveyed, or otherwise disposed of by either party in any manner, unless approved in writing by the other party or unless otherwise allowed pursuant to NRS 332.095(2). The Respondent will be an independent contractor for all purposes and no agency, either expressed or implied, exists.

**8. CONDITIONS OF BID SUBMITTAL:**

- (a) The Bid must be signed by a duly authorized official of the proposing firm or company submitting the Bid.
- (b) No Bid will be accepted from any person, firm, or corporation that is in arrears for any obligation to the City, or that otherwise may be deemed irresponsible or unresponsive by City staff or City Council.
- (c) No Bid will be accepted from any person, firm, or corporation if that person, firm, or corporation or any of its principals are debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from transactions with any federal or state department or agency. By signing and submitting a Bid to the City, the Respondent certifies that no current suspension or debarment exists.
- (d) All Bids shall be prepared in a comprehensive manner as to content, but no necessity exists for expensive binders or promotional material.

**9. BID PROTESTS:**

The City will publish the Recommendation of Award Notification on NGEM. Any Respondent may file a notice of protest regarding the proposed award of the Contract by the North Las Vegas City Council. Respondents will have five (5) business days from the date the Recommendation of Award is published to submit the written protest to the City Clerk. The written protest must include a statement setting forth, with specificity, the reasons the person filing the protest believes that applicable provisions of the Bid documents or law were violated. At the time a notice of protest is filed, the person filing such notice of protest shall post a bond with a good and solvent surety authorized to do business in the State of Nevada, and supply it to the City Clerk. The bond posted must be in an amount equal to the lesser of: (i) twenty-five percent (25%) of the total value of the Bid submitted by the person filing the notice of protest; or (ii) two hundred fifty thousand dollars (\$250,000).

A notice of protest filed in accordance with this section shall operate as a stay of action in relation to the award of the Contract until a determination is made by the North Las Vegas City Council. A person who makes an unsuccessful Bid may not seek any type of judicial intervention until after the North Las Vegas City Council has made a determination on the notice of protest and awarded the contract. Neither the City nor any authorized representative of the City is liable for any costs, expenses, attorney's fees, loss of income, or other damages sustained by a person who submits a Bid, whether or not the person files a notice of protest pursuant to this section.

If a protest is upheld, the bond posted and submitted with the notice of protest will be returned to the person who posted the bond. If the protest is rejected, a claim may be made against the bond by the City in an amount equal to the expenses incurred by the City because of the unsuccessful protest.

10. **LICENSES:**

All Respondents must provide a copy of all appropriate licenses in accordance with the laws of the State of Nevada, prior to submission of Bids for this project. Upon award, the successful Respondent will be required to obtain a North Las Vegas Business License.

11. **PUBLIC OPENING:**

Bids received will be opened and the name of the Respondent's company will be read via conference call at the time and place indicated in the Bid documents. Respondents, their authorized agents, and the public are invited to call in. No responsibility will attach to any City official or employee for the pre-opening of, or the failure to open, a Bid not properly addressed or identified.

12. **TERM OF THE CONTRACT:**

The Contract shall have a term of three (3) years or as otherwise stated in the Contract.

13. **INSURANCE:**

Prior to the commencement of the Contract, the successful Respondent must provide properly executed Certificates of Insurance to the City, which shall clearly evidence all insurance required by the City, including a policy or certificate of comprehensive general liability insurance in which the City, its public officials, officers, employees, agents, and volunteers shall be the named insured or be named as an additional insured. In compliance with this provision, the Respondent may file with the City a satisfactory policy providing a minimum \$1,000,000 "blanket coverage" policy or certificate of insurance. Such insurance will (i) waive subrogation against the City, its officers, agents, servants, and employees; (ii) will be primary and any insurance or self-insurance maintained by the City will apply in excess of, and not contribute with, the insurance required; (iii) will include or be endorsed to cover the Respondent's contractual liability to the City; and (iv) disclose all deductibles and self-insured retentions in the Certificate of Insurance. No deductible or self-insured retention may exceed \$250,000.00 without the City's written approval. Required insurance shall not be canceled, allowed to expire or be materially reduced in coverage until after thirty (30) days' written notice has been given to, and approved in writing by, the City Attorney or the City Risk Manager.

The policy shall provide the following minimum limits:

**WORKER'S COMPENSATION INSURANCE:** Each successful Respondent shall secure, maintain in full force and effect, and bear the cost of complete Worker's Compensation Insurance in accordance with the Nevada Industrial Insurance Act - Nevada Revised Statutes, Chapter 616A-616D, inclusive, for the duration of the Contract and shall furnish the City, prior to the execution of the Contract, a Certificate of Insurance which meets the requirements of the Nevada Industrial Insurance Act. The City, or any of its officers or employees, will not be responsible for any claims or suits in law or equity occasioned by the failure of the successful Respondent to comply with the provisions of this paragraph. If the successful Respondent has no employees, then Exhibit D- Affidavit of Rejection of Coverage for Workers' Compensation must be completed and submitted with response to this Proposal.

**COMMERCIAL GENERAL LIABILITY (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000.00 per occurrence. If a general aggregate limit applies, either the general

aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

**AUTOMOBILE LIABILITY:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

**PROFESSIONAL LIABILITY (Errors and Omissions):** Insurance appropriate to the Provider's profession, with a limit no less than \$2,000,000.00 per occurrence or claim, \$1,000,000.00 aggregate.

**PROPERTY INSTALLATION FLOATER:** covering property damage to any equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

Requested Liability limits can be provided on a single policy or combination of primary and umbrella, so long as the single occurrence limit is met.

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

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

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

**NOTICE OF CANCELLATION:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

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

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

**SELF-INSURED RETENTIONS:** Self-insured retentions must be declared to and approved by the City. The City may require the Provider to purchase coverage with a lower

retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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

**CLAIMS MADE POLICIES:** If any of the required policies provide claims-made coverage:

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

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

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

**VERIFICATION OF COVERAGE:** Provider shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Provider's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**SPECIAL RISKS OR CIRCUMSTANCES:** The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Such insurance shall include the specific coverage set out herein and be written for NOT LESS THAN the limits of liability and coverage provided in the "Insurance Service Office", or required by law and other governing agencies, whichever is greater. The cost of this insurance shall be deemed included in the Proposal prices and no additional compensation will be made.

In addition, the Respondent shall furnish evidence of a commitment by the insurance company to notify the City by registered mail of the expiration or cancellation of the insurance policies required not less than thirty (30) days before the expiration or cancellation is effective.

**14. INDEMNITY:**

The successful Respondent agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from any and all liabilities, causes of action, claims, damages, losses, expenses, proceedings, actions, judgements, reasonable attorneys' fees, and court costs which the City suffers or its officers, agents, or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of Respondent, its subcontractors, agents, and employees, in the fulfillment or performance of the work described herein until such time as the applicable statutes of limitation expire.

15. **PROVISIONS PROVIDED BY LAW:**

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 Respondent'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 its duration and such laws, rules, and regulations will be deemed to be included in the Contract the same as though they had been written out in full herein.

16. **ADDENDA INTERPRETATIONS:**

If it becomes necessary to revise any part of this Bid, a written or electronic addendum will be provided publicly. The City is not bound by any oral clarifications changing the scope of work for this project.

17. **CANCELLATION OF CONTRACT:**

The City reserves the right to cancel the award or execution of any contract at any time before the Contract has been approved by the City Council without any liability or claims thereof against the City.

18. **TERMINATION FOR CONVENIENCE:**

The City shall have the right at any time to terminate further performance of the Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the Respondent, specifying the extent and effective date of the termination. On the effective date of the termination, the successful Respondent shall terminate all work and take all reasonable actions to mitigate expenses. The successful Respondent shall submit a written request for incurred costs for services performed through the date of termination within thirty (30) days of the date of termination. All requests for reimbursement of incurred costs shall include substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the successful Respondent, thirty (30) days after receipt of a correct, adequately documented written request. The City's sole liability under this Paragraph is for payment of the costs for the services requested by the City and actually performed by the successful Respondent.

19. **TAXES:**

The City is exempt from state, retail, and federal excise taxes. The Bid price must be net, exclusive of taxes.

20. **EXCEPTIONS:**

Each Respondent must list on a separate document any exceptions to specifications and attach it to their Bid. Exceptions, deviations, or contingencies requested in Respondent's bid response, while possibly necessary in the view of the Respondent, may result in lower scoring or disqualification of a Bid response. **A template of the City of North Las Vegas Services Agreement is attached in Exhibit F. Any and all exceptions to this document must be declared at the time of submission.**

21. **FISCAL FUNDING OUT:**

In the event the City fails to appropriate funds for the performance of the Contract, the Contract will terminate once the existing funds have been exhausted.

22. **LIMITATION OF FUNDING:**

The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under the Contract.

**23. ESCALATION:**

Prices may not be increased during the term of the Contract.

**24. AUDIT OF RECORDS:**

- (a) The successful Respondent agrees to maintain financial records pertaining to all matters relative to this Bid in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Bid for a period of three (3) years after completion of this Bid and any subsequent extensions thereof. All records subject to audit findings shall be retained for three (3) years after such findings have been resolved. In the event the successful Respondent goes out of existence, the successful Respondent shall turn over to the City all of its records relating to this Bid. The successful Respondent agrees to give the City access to records immediately upon request.
- (b) The successful Respondent agrees to permit the City or the City's designated representative(s) to inspect and audit its records and books relative to this Bid at any time during normal business hours and under reasonable circumstances and to copy and/or transcribe any information concerning successful Respondent's operation hereunder, at the City's discretion. The successful Respondent further understands and agrees that said inspection and audit would be exercised upon written notice. If the successful Respondent or its records and books are not located within Clark County, Nevada, and in the event of an inspection and audit, successful Respondent agrees to deliver the records and books or have the records and books delivered to the City or the City's designated representative(s) at an address within the City as designated by the City. If the City or the City's designated representative(s) finds that the records and books delivered by the successful Respondent are incomplete, the successful Respondent agrees to pay the City's or the City's representative(s)' costs to travel (including travel, lodging, meals, and other related expenses) to the successful Respondent's offices to inspect, audit, retrieve, copy and/or transcribe the complete records and books. The successful Respondent further agrees to permit the City or the City's designated representatives to inspect and audit, as deemed necessary, all records of this project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the City.
- (c) If, at any time during the term of this Bid, or at any time after the expiration or termination of the Bid, the City or the City's designated representative(s) finds the dollar liability is less than payments made by the City to the successful Respondent, the successful Respondent agrees that the difference shall be either: (i) repaid immediately by the successful Respondent to the City or (ii) at the City's option, credited against any future billings due the successful respondent.
- (d) The successful Respondent must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order; however, if the City decides that the facts justify, the City may receive and act upon an invoice submitted before final payment of the Bid.
- (e) The successful Respondent shall provide current, complete, and accurate documentation to the City in support of any equitable adjustment. Failure to



provide adequate documentation, within a reasonable time after a request from the City will be deemed a waiver of the successful respondent's right to dispute.

**25. INDEPENDENT CONTRACTOR:**

In the performance of services under the Contract, the successful Respondent and any other persons employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The City shall hold the successful respondent company ("Company") as the sole responsible party for the performance of the Contract. The Respondent shall maintain complete control over its employees. Nothing contained in this Invitation to Bid, the Contract, or awarded by the City shall create a partnership, joint venture, or agency. Neither party shall have the right to obligate or bind the other party in any manner to any third party. The Contract may not be subcontracted.

**26. COMPANY PERSONNEL:**

The successful Respondent is solely responsible for the supervision and control of its staff performing work under the Contract; however, the City reserves the right to request removal from its premises the successful Respondent's "on site" staff personnel for just cause, and the successful Respondent shall take reasonable action to comply with the request. Upon award of the Contract, a listing of all personnel authorized to participate in the awarded program shall be submitted and included as part of the executed agreement. The successful Respondent (and employees performing work) may be required to go through a City Background check which can be coordinated with the City's HR department if the successful Respondent will be performing work on City Property or have access to the City's network or data. Successful Respondent shall be notified during the contract phase what background check requirements apply to the contract.

**27. KEY PERSONNEL:**

The City designates Joy Yoshida, Buyer, as the responsible party for managing this Bid Advertisement. She can be reached at 702-633-1745 or at [yoshidaj@cityofnorthlasvegas.com](mailto:yoshidaj@cityofnorthlasvegas.com) and is available Monday through Thursday from 6:30 am to 4:00 pm.

The City also designates Bobby Mayes, Manager Infrastructure Maintenance, as the project manager for this service. He can be contacted at 702-633-1487 or at [mayesb@cityofnorthlasvegas.com](mailto:mayesb@cityofnorthlasvegas.com) and is available Monday through Thursday from 5:30 am to 3 pm.

The cutoff date for any questions regarding this is **November 28, 2022, at 12:00 p.m. Local Time. Any questions submitted beyond this cut off time will not be answered.**

**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1681 City-Wide Elevator Maintenance**

**DEFINITIONS**

**Bid** - document submitted by Respondent in NGEM to the City of North Las Vegas offering the product or service that meets the requested specifications. Respondent will fill out the bid document with their price offering and complete all required documents

**Certificates of Insurance** – a document issued by an insurance company/broker that is used to verify the existence of insurance coverage under specific conditions granted to listed individuals. This document should list the effective date of the policy, the type of insurance coverage provided and the type and dollar amount of applicable liability and shall list the City of North Las Vegas, its public officials, officers, employees, agents, and volunteers, as an additional insured.

**City** - the City of North Las Vegas.

**City Attorney** – the lawyer employed by the City, who is legally appointed as legal counsel to transact business on the City's behalf.

**City Clerk** - a public officer charged with recording the official proceedings and vital statistics of the City.

**City Council** - the legislative body that governs the city.

**City Manager** - a person not publicly elected but appointed by the City Council to manage the City.

**City Records** - information, minutes, files, accounts or other records which the City is required to maintain, and which must be accessible to scrutiny by the public.

**City Staff** - any person currently employed by the City.

**Contract** – the written agreement between the City and the Respondent selected by the City as having the best Proposal, as approved by City Council and fully executed by the parties.

**Invitation to Bid** - the official legal published advertisement of the bid requirements.

**Key Personnel** - defined City employees listed in Paragraph 27.

**Pre-Bid Meeting** – a meeting that Respondent may attend to have the project requirements defined. This allows the Respondent to ask questions necessary to enable Respondent to provide a bid.

**Nevada Public Records Law** – as defined in NRS Chapter 239.

**Purchasing Department** – Department that reviews the bids for compliance to specifications, reviews the pricing, and awards the bid to the most responsive and responsible Respondent.

**Recommendation of Award Notification** – notification to the general public the City has recommended a Respondent who has been selected based on having the best bid/proposal by meeting the Criteria listed in the bid/Proposal documents. This Recommendation of Award goes

to the City Council and upon City Council approval will be selected to fulfill the requirements as outlined in the bid.

**Representative** – person who represents a company and compiles questions to enable the company to submit a bid that accurately identifies the City's requirements.

**Respondent** – Vendor who offers the requested product or service to the City on the official bid document.

**Subcontractor** – a person who, or business that, contracts to provide some service or material necessary for the performance of another's contract.

**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1681 City-Wide Elevator Maintenance  
SCOPE OF WORK**

**1. Scope of Work:**

**Purpose:** The City of North Las Vegas is seeking vendors to submit Bids for a City Wide Elevator Maintenance Program. The City has a total of eight elevators located in four different facilities that require monthly inspections, routine and emergency maintenance and repair. See the spreadsheet at the end of this Scope of Work for a detailed listing of City elevators.

**Maintenance Requirements:** The selected vendor will perform maintenance that will include inspection, lubrication, adjustment, and, if conditions, code changes or usage warrant, repair or replacement of the following parts:

1. Controller parts, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment, and all related equipment.
2. Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting, and all related equipment.
3. Hoist way door interlocks and hangers, bottom door guides, and auxiliary door closing devices, and all related equipment.
4. Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, contacts, linings, and component parts, and all related equipment.
5. Motors, motor generators, motor windings, rotating elements, commutators, brushes, brush holders, and bearings, and all related equipment.
6. Governor components, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies, and all related equipment.
7. Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks, and all related equipment.
8. Replacement of all wire ropes, coated steel belts or suspension belts as often as necessary to maintain an appropriate factor of safety, and all related equipment.

9. As conditions, usage, or Code warrants, equalize the tension on hoisting ropes, re-socket ropes for drum machines, and repair or replace conductor cables and hoist way and machine-room elevator wiring, and all related equipment.

**Parts Inventory:** The City of North Las Vegas does not maintain any parts required for this Scope of Work. The selected vendor will be responsible for furnishing and installing all replacement parts at an additional cost to the City. Any parts replaced under this Contract will be with new parts manufactured or selected by the vendor or with parts refurbished to industry standards. The selected vendor will maintain a supply of routine replacement parts in their inventory available for express delivery in case of emergencies.

**Code Changes:** The selected vendor shall make all repairs and replacements required on the items listed in 1-9 of the Maintenance Requirements above due to or related to code changes.

**Responsiveness:** The selected vendor must be available for routine service Monday through Thursday from 8am to 5pm. Any requests received that are not in those timeframes will be considered emergency (overtime) service. Emergency services must be available twenty-four (24) hours a day, seven (7) days per week, and response is required within four (4) hours' notice. The City requests a telephonic confirmation of all requests within one (1) hour.

**Reports:** The selected vendor will provide reports, upon request, detailing the last twelve (12) months of repair, completed maintenance procedure and service call history for the Unit(s).

**Tests:** The selected vendor will periodically examine safety devices and governors of the Units. They will conduct an annual no load test and perform at each fifth year a full load, full speed test of safety mechanisms, over speed governors, and car and counterweight buffers. If required, the governor will be recalibrated and sealed for proper tripping speed, and elevator car balances will be checked. As required by Code, or once every five (5) years at a minimum, they will measure the coated steel belts for factor of safety using a method approved by the manufacturer.

Location	Serial #	Brand	Stops
Justice Facility, 2332 Las Vegas Blvd., North. North Las Vegas, NV, 89030	ER8138	Dover	2
Justice Facility, 2332 Las Vegas Blvd., North. North Las Vegas, NV, 89030	ER8139	Dover	2
Justice Facility, 2332 Las Vegas Blvd., North. North Las Vegas, NV, 89030	ER8140	Dover	2
NLVPD Evidence and Property Bureau, 2300 Civic Center Drive, North Las Vegas, NV, 89030	K846937	Esco	2
City Hall, 2250 N. Las Vegas Blvd., North Las Vegas, NV, 89030	737705	Otis	9
City Hall, 2250 N. Las Vegas Blvd., North Las Vegas, NV,			

89030	737706	Otis	9
City Hall, 2250 N. Las Vegas Blvd., North Las Vegas, NV, 89030	737707	Otis	10
Fire Department, 4040 Losee Road, North Las Vegas, NV, 89030	43912	Schindler	2

**2. Contractor Responsibilities:**

Bidders will be required to have the means, facility, equipment and qualified technicians necessary to perform the services described in the scope at the bid close date and time.

The submitted bids will be evaluated for selection on the basis of cost. The lowest responsive, responsible bidder will be selected.

The selected vendor will be evaluated on an on-going basis, using turnaround time and quality of work as part of the overall criteria being monitored and evaluated. In those instances where the City determines that improvement or corrective action is required in an area of performance, the vendor will be given specific written notice, and a reasonable opportunity to correct noted areas of deficiency which require corrective measures.

**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1681 City-Wide Elevator Maintenance**

**EXHIBIT LISTING**

**Exhibit A** - Offer Statement and Business Information which consists of the following:

- (a) An individual authorized to bind the Company should sign the statement, and the date signed should follow the signature.
- (b) Provide the name and phone number of the representative authorized to negotiate on behalf of the Respondent and answer questions regarding the Bid.
- (c) Provide copies of all Respondent's held state and local licenses applicable to performance of the subject potential Contract. Any Respondent conducting business must have a City of North Las Vegas Business License upon award of the contract. Information concerning City Business License requirements and fees may be obtained by calling the Business Services Division at 702-633-1520. However, a business license is not required to provide a Bid to the City.
- (d) Acknowledgement of any Bid addenda.

**Exhibit B** – Qualifications and Experience of Respondent

**Exhibit C** –Affidavit of Rejection of Coverage for Workers' Compensation under NRS 616B.627 and NRS 617.210 (If applicable, this form must also be notarized)

**Exhibit D** – Non-Collusion Affidavit \*\* this form must be notarized \*\*

**Exhibit E** – Written Certification Required by NRS 332.065(3) for contracts with an estimated annual amount required for performance that is in excess of \$100,000.00.

**Exhibit F** – Template of City of North Las Vegas Service Agreement. Any and all exceptions to the terms this agreement with explanation must be turned in with electronic submission

**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1681 City-Wide Elevator Maintenance**

**EXHIBIT A  
OFFER STATEMENT AND BUSINESS INFORMATION**

This Bid is submitted in response to **BID B-1681 City-Wide Elevator Maintenance** and constitutes an offer by this company to enter into a contract as described herein.

\_\_\_\_\_  
AUTHORIZED SIGNATURE NAME (TYPE OR PRINT)      LEGAL NAME OF RESPONDENT

\_\_\_\_\_  
AUTHORIZED SIGNATURE      DATE

\_\_\_\_\_  
TITLE      TELEPHONE NUMBER      FAX NUMBER

\_\_\_\_\_  
ADDRESS OF RESPONDENT

\_\_\_\_\_  
CITY      STATE      ZIP CODE

E-MAIL ADDRESS: \_\_\_\_\_

CNLV-BUSINESS LICENSE NO: \_\_\_\_\_

\_\_\_ A COPY OF MY CNLV BUSINESS LICENSE IS ATTACHED (if applicable)

<p><b>FOR INFORMATIONAL PURPOSES ONLY</b></p> <p>Is this Respondent a Minority, Women or Disabled Veteran Business Enterprise? ___ No ___ Yes    If YES specify ___ MBE ___ WBE ___ DVBE</p> <p>Has this Respondent been certified as a Minority, Women or Disabled Veteran Business Enterprise? ___ No ___ Yes    If YES specify Certifying Agency _____</p> <p>Please attach a copy of your certification.</p>
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**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1681 City-Wide Elevator Maintenance**

**EXHIBIT B  
QUALIFICATIONS AND EXPERIENCE OF RESPONDENT**

**Name:**

1. Respondent shall provide a brief description of the Responder's qualifications and experience, and number of years in operation.

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Provide 3 examples of contracts similar in size and scope that have been completed in the past 5 years. The City reserves the right to verify references for the companies identified. Ensure references have given permission to be contacted by the City.

**Example Contract 1:**

Company Name: \_\_\_\_\_

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

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Point of Contact: \_\_\_\_\_ Phone Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Brief Description of Contract Scope: \_\_\_\_\_

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Term of Contract (Base plus Option Years): \_\_\_\_\_

Year of Base Contract Award: \_\_\_\_\_ Year Contract Completed: \_\_\_\_\_

Base Contract Amount: \$ \_\_\_\_\_ Total Contract Amount (including all option years) \$ \_\_\_\_\_

Did the contract contain a liquidated damages clause?  YES  NO

If yes, were damages assessed?  YES  NO If yes, what was the amount assessed? \$ \_\_\_\_\_

**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1681 City-Wide Elevator Maintenance**

**EXHIBIT B – QUALIFICATIONS AND EXPERIENCE OF RESPONDENT (Continued)**

**Example Contract 2:**

Company Name: \_\_\_\_\_

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

Point of Contact: \_\_\_\_\_ Phone Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Brief Description of Contract Scope: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Term of Contract (Base plus Option Years): \_\_\_\_\_

Year of Base Contract Award: \_\_\_\_\_ Year Contract Completed: \_\_\_\_\_

Base Contract Amount: \$ \_\_\_\_\_ Total Contract Amount (including all option years) \$ \_\_\_\_\_

Did the contract contain a liquidated damages clause?  YES  NO

If yes, were damages assessed?  YES  NO If yes, what was the amount assessed? \$ \_\_\_\_\_

**Example Contract 3:**

Company Name: \_\_\_\_\_

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

Point of Contact: \_\_\_\_\_ Phone Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Brief Description of Contract Scope: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Term of Contract (Base plus Option Years): \_\_\_\_\_

Year of Base Contract Award: \_\_\_\_\_ Year Contract Completed: \_\_\_\_\_

Base Contract Amount: \$ \_\_\_\_\_ Total Contract Amount (including all option years) \$ \_\_\_\_\_

Did the contract contain a liquidated damages clause?  YES  NO

If yes, were damages assessed?  YES  NO If yes, what was the amount assessed? \$ \_\_\_\_\_

**(ATTACH ADDITIONAL SHEET(S) IF EXTRA SPACE IS NEEDED)**

**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1681 City-Wide Elevator Maintenance  
EXHIBIT C – AFFIDAVIT OF REJECTION OF COVERAGE  
FOR WORKERS’ COMPENSATION  
UNDER NRS 616B.627 AND NRS 617.210**

In the State of Nevada, County of Clark, \_\_\_\_\_, being duly sworn, deposes and says:

1. I make the following assertions pursuant to NRS 616B.627 and NRS 617.210.
2. I am a sole proprietor who will not use the services of any employees in the performance of this Contract with the City of North Las Vegas.
3. In accordance with the provisions of NRS 616B.659, I have not elected to be included within the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS, relating thereto.
4. I am otherwise in compliance with the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS.
5. In accordance with the provisions of NRS 617.225, I have not elected to be included within the terms, conditions and provisions of chapter 617 of NRS.
6. I am otherwise in compliance with the terms, conditions and provisions of chapter 617 of NRS.
7. I acknowledge that the City of North Las Vegas will not be considered to be my employer or the employer of my employees, if any; and that the City of North Las Vegas is not liable as a principal contractor to me or my employees, if any, for any compensation or other damages as a result of an industrial injury or occupational disease incurred in the performance of this Contract.

I, \_\_\_\_\_, do here swear under penalty of perjury that the assertions of this affidavit are true.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signature \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

Signed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_, by \_\_\_\_\_ (name of person making statement).

Notary

Signature \_\_\_\_\_

STAMP AND SEAL



**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1681 City-Wide Elevator Maintenance**

**EXHIBIT D- Non-Collusion Affidavit**

State of \_\_\_\_\_ County of \_\_\_\_\_

\_\_\_\_\_ being first duly sworn deposes that:

- (1) He/She is the \_\_\_\_\_ of \_\_\_\_\_, the Respondent that has submitted the attached Bid.
- (2) He/She 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 Respondent 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 Respondent, firm, or person to submit a collusive or sham Bid in connection with the contract or agreement for which the attached Bid has been submitted or to refrain from making a Bid in connection with such contract or agreement, or collusion or communication or conference with any other Respondent, or, to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Respondent, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of North Las Vegas or any person interested in the proposed contract or agreement; and
- (5) The Bid of service outlined in the Bid is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the Respondent/team or any of its agents, representatives, owners, employees, or parties including this affiant.

(Signed): \_\_\_\_\_  
Title:

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_



**CITY OF NORTH LAS VEGAS**  
**INVITATION TO BID**  
**BID B-1681 City-Wide Elevator Maintenance**  
**EXHIBIT E- Written Certification**

Pursuant to NRS 332.065(3), a governing body or its authorized representative shall not enter into a contract with an estimated value in excess of \$100,000 with a company unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

By signing below, the Respondent agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with the City. If at any time after the signing of this certification, the Respondent decides to engage in a boycott of Israel, the Respondent must notify the City in writing.

AUTHORIZED SIGNATURE NAME (TYPE OR PRINT)	LEGAL NAME OF RESPONDENT

AUTHORIZED SIGNATURE	DATE

TITLE



**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1681 City-Wide Elevator Maintenance  
EXHIBIT F- Exceptions to North Las Vegas Service Agreement**

Please provide an explanation to any and all exceptions on terms of the North Las Vegas Service Agreement.

## CITY-WIDE ELEVATOR MAINTENANCE SERVICES AGREEMENT

This City-Wide Elevator Maintenance Services Agreement (“Agreement”) is made and entered into as of \_\_\_\_\_ (“Effective Date”) by and between the City of North Las Vegas, a Nevada municipal corporation (“City”) and [insert full legal name of Provider entity], a [insert entity type and state of origin] (“Provider”).

### WITNESSETH:

WHEREAS, the City requires city-wide maintenance services, as described in the City-Wide Elevator Maintenance Bid B-1681 (“Invitation to Bid”), attached hereto as Exhibit A and incorporated herein by reference (“Services”); and

WHEREAS, Provider represents that it has the experience, knowledge, labor, and skill to provide the Services in accordance with generally accepted industry standards, and is willing and able to provide the Services.

NOW THEREFORE, in consideration of the above recitals, mutual covenants, and terms and conditions contained herein, the parties hereby covenant and agree to the following:

### **SECTION ONE SCOPE OF SERVICES**

Provider shall perform the Services in accordance with the terms of the Invitation to Bid, incorporated herein and attached as Exhibit A, Provider’s Bid, incorporated herein and attached as Exhibit B, and the terms, conditions, and covenants set forth in this Agreement. 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.

### **SECTION TWO TERM**

This Agreement shall commence on the Effective Date and will continue to be in effect for three (3) years (“Term”), unless earlier terminated in accordance with the terms herein. All Services shall be completed by the end of the Term.

### **SECTION THREE COMPENSATION**

Provider will provide the Services [at the rate of OR in the amount of] [\$ \_\_\_\_\_], which includes all fees for time and labor, overhead materials, equipment, insurance, licenses, and any other costs. Periodic progress billings will be due and payable within thirty (30) days of presentation of invoice, provided that each invoice is complete, correct, and undisputed by the City. The annual not to exceed amount of this Agreement is [\_\_\_\_\_] (\$ \_\_\_\_\_). The total not to exceed amount of this Agreement is [\_\_\_\_\_] (\$ \_\_\_\_\_).

### **SECTION FOUR TERMINATION OR SUSPENSION OF SERVICES**

4.1. This Agreement may be terminated, in whole or in part, with or without cause, by the City upon thirty (30) days' written notice to the Provider. In the event of termination, Provider shall be paid compensation for Services properly performed pursuant to the terms of the Agreement up to and including the termination date. The City shall not be liable for anticipated profits based upon Services not yet performed.

4.2. This Agreement may be terminated by the Provider in the event the City defaults in the due observance and performance of any material term or condition contained herein, and such default is not cured within thirty (30) days after the Provider delivers written notice of such default to the City.

4.3. The City may suspend performance by Provider under this Agreement for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Provider at least ten (10) days prior to the date on which the City will suspend performance. The Provider shall not perform further work under this Agreement after the effective date of the suspension until receipt of written notice from the City to resume performance, and the time period for Provider's performance of the Services shall be extended by the amount of time such performance was suspended.

## **SECTION FIVE PROVIDER REPRESENTATIONS AND WARRANTIES**

5.1. The Provider hereby represents and warrants for the benefit of the City, the following:

5.1.1. Provider is a duly formed validly existing entity and is in good standing pursuant to the laws of the State of Nevada. The Provider is financially solvent, able to pay its debts when due, and possesses sufficient working capital to provide the Services pursuant to this Agreement.

5.1.2. The person executing this Agreement on Provider's behalf has the right, power, and authority to enter into this Agreement and such execution is binding on the Provider.

5.1.3. All Services performed, including deliverables supplied, shall conform to the specifications, drawings, and other descriptions set forth in this Agreement, and shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Provider's profession and in accordance with generally accepted industry standards prevailing at the time the Services are performed, and do not infringe the intellectual property of a third party. The foregoing representations and warranties are not intended as a limitation, but are in addition to all other terms set forth in this Agreement and such other warranties as are implied by law, custom, and usage of the trade.

## **SECTION SIX INDEMNIFICATION**

Provider shall defend, indemnify, and hold harmless the City, and its officers, agents, and employees from any liabilities, claims, damages, losses, expenses, proceedings, actions, judgments, reasonable attorneys' fees, and court costs which the City suffers or its officers, agents



or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of Provider, its subcontractors, agents, and employees, in performance of this Agreement until such time as the applicable statutes of limitation expire. This section survives default, expiration, or termination of this Agreement or excuse of performance.

## **SECTION SEVEN INDEPENDENT CONTRACTOR**

Provider, its employees, subcontractors, and agents are independent contractors and not employees of the City. No approval by City shall be construed as making the City responsible for the manner in which Provider performs the Services or for any negligence, errors, or omissions of Provider, its employees, subcontractors, or agents. All City approvals are intended only to provide the City the right to satisfy itself with the quality of the Services performed by Provider. The City acknowledges and agrees that Provider retains the right to contract with other persons in the course and operation of Provider's business and this Agreement does not restrict Provider's ability to so contract.

## **SECTION EIGHT CONFIDENTIALITY AND AUTHORIZATIONS FOR ACCESS TO CONFIDENTIAL INFORMATION**

8.1. Provider shall treat all information relating to the Services and all information supplied to Provider by the City as confidential and proprietary information of the City and shall not permit its release by Provider's employees, agents, or subcontractors to other parties or make any public announcement or release thereof without the City's prior written consent, except as permitted by law.

8.2. Provider hereby certifies that it has conducted, procured or reviewed a background check with respect to each employee, agent, or subcontractor of Provider having access to City personnel, data, information, personal property, or real property and has deemed such employee, agent, or subcontractor suitable to receive such information and/or access, and to perform Provider's duties set forth in this Agreement. The City reserves the right to refuse to allow any of Provider's employees, agents or subcontractors access to the City's personnel, data, information, personal property, or real property where such individual does not meet the City's background and security requirements, as determined by the City in its sole discretion.

## **SECTION NINE INSURANCE**

9.1. Provider shall procure and maintain at all times during the performance of the Services, at its own expense, the following insurances:

9.1.1. Workers' Compensation Insurance as required by the applicable legal requirements, covering all persons employed in connection with the matters contemplated hereunder and with respect to whom death or injury claims could be asserted against the City or Provider.

9.1.2. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits

no less than \$2,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

9.1.3. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Provider has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000.00 per accident for bodily injury and property damage.

9.1.4. Professional Liability (errors and omissions): Insurance appropriate to the Provider's profession with limit no less than \$2,000,000.00 per occurrence or claim, \$1,000,000.00 aggregate.

9.1.5 Property Installation Floater covering property damage to any equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

9.1.6. Requested Liability limits can be provided on a single policy or combination of primary and umbrella, so long as the single occurrence limit is met.

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

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

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

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

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

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

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

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

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

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

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

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

9.1.8. Verification of Coverage: Provider shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Provider's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

## **SECTION TEN NOTICES**

10.1. Any notice requiring or permitted to be given under this Agreement shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery or United States mail at the following addresses:

To City: City of North Las Vegas  
Attention: Joy Yoshida  
2250 Las Vegas Blvd., North, Suite 820  
North Las Vegas, NV 89030  
Phone: 702-633-1745

To Provider: [REDACTED]  
Attention: [REDACTED]  
[REDACTED]  
[REDACTED]  
Phone: [REDACTED]

10.2. Either party may, at any time and from time to time, change its address by written notice to the other.

**SECTION ELEVEN  
SAFETY**

11.1. Obligation to Comply with Applicable Safety Rules and Standards. Contractor shall ensure that it is familiar with all applicable safety and health standards promulgated by state and federal governmental authorities including, but not limited to, all applicable requirements of the Occupational Safety and Health Act of 1970, including all applicable standards published in 29 C.F.R. parts 1910, and 1926 and applicable occupational safety and health standards promulgated under the state of Nevada. Contractor further recognizes that, while Contractor is performing any work on behalf the City, under the terms of this Agreement, Contractor agrees that it has the sole and exclusive responsibility to assure that its employees and the employees of its subcontractors comply at all times with all applicable safety and health standards as above-described and all applicable City safety and health rules.

11.2. Safety Equipment. Contractor will supply all of its employees and subcontractors with the appropriate Safety equipment required for performing functions at the City facilities.

**SECTION TWELVE  
ENTIRE AGREEMENT**

This Agreement, together with any attachment, contains the entire Agreement between Provider and City relating to rights granted and obligations assumed by the parties hereto. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect.

**SECTION THIRTEEN  
MISCELLANEOUS**

13.1. Governing Law and Venue. The laws of the State of Nevada and the North Las Vegas Municipal Code govern the validity, construction, performance and effect of this Agreement, without regard to conflicts of law. All actions shall be initiated in the courts of Clark County, Nevada or the federal district court with jurisdiction over Clark County, Nevada.

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

13.3. Amendment. This Agreement may be amended or modified only by a writing executed by the City and Provider.

13.4. Controlling Document. To the extent any of the terms or provisions in Exhibit B conflict with this Agreement, the terms and provisions of this Agreement shall govern and control. Any additional, different or conflicting terms or provisions contained in Exhibit B or any other written or oral communication from Provider shall not be binding in any way on the City whether or not such terms would materially alter this Agreement, and the City hereby objects thereto.

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

13.6. Waiver. No consent or waiver, express or implied, by the Provider or the City of any breach or default by the other in performance of any obligation under the Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party.

13.7. Waiver of Consequential Damages. The City shall not be liable to Provider, its agents, or any third party for any consequential, indirect, exemplary or incidental damages, including, without limitation, damages based on delay, loss of use, lost revenues or lost profits. This section survives default, expiration, or termination of this Agreement.

13.8. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto.

13.9. No Fiduciary or Joint Venture. This Agreement is not intended to create, and shall not be deemed to create, any relationship between the parties hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto shall be construed to be the agent, employer, representative, fiduciary, or joint venturer of the other and neither party shall have the power to bind the other by virtue of this Agreement.

13.10. Effect of Termination. In the event this Agreement is terminated, all rights and obligations of the parties hereunder shall cease, other than indemnity obligations and matters that by their terms survive the termination.

13.11. Ownership of Documents. Provider shall treat all information related to this Agreement, all information supplied to Provider by the City, and all documents, reconciliations and reports produced pursuant to this Agreement as confidential and proprietary information of the City and shall not use, share, or release such information to any third-party without the City's prior written permission. This section shall survive the termination or expiration of this Agreement.

13.12. Fiscal Funding Out. The City reasonably believes that sufficient funds can be obtained to make all payments during the Term of this Agreement. Pursuant to NRS Chapter 354, if the City does not allocate funds to continue the function performed by Provider under this Agreement, the Agreement will be terminated when appropriate funds expire.

13.13. Public Record. Pursuant to NRS 239.010 and other applicable legal authority, each and every document provided to the City may be a “Public Record” open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not be liable in any way to Provider for the disclosure of any public record including, but not limited to, documents provided to the City by Provider. In the event the City is required to defend an action with regard to a public records request for documents submitted by Provider, Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorneys’ fees related to such public records request. This section shall survive the expiration or early termination of the Agreement.

13.14. Interpretation. The language of this Agreement has been agreed to by both parties to express their mutual intent. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Preparation of this Agreement has been a joint effort by the City and Provider and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

13.15. Electronic Signatures. The use of facsimile, email, or other electronic medium shall have the same force and effect as original signatures.

13.16. Counterparts. This Agreement may be executed in counterparts and all of such counterparts, taken together, shall be deemed part of one instrument.

13.17. Federal Funding. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, in receipt of a notice of proposed debarment or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

13.18. Boycott of Israel. Pursuant to NRS 332.065(4), Provider certifies that the Provider is not currently engaged in a boycott of Israel, and Provider agrees not to engage in a boycott of Israel during the Term.

13.19. Attorneys’ Fees. In the event any action is commenced by either party against the other in connection with this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys’ fees, as determined by the court, including without limitation, fees for the services of the City Attorney’s Office. This Section 13.19 shall survive the completion of this Agreement until the applicable statutes of limitation expire.

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

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

City of North Las Vegas,  
a Nevada municipal corporation

[REDACTED],  
a [REDACTED]

By: \_\_\_\_\_  
John J. Lee, Mayor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Jackie Rodgers, City Clerk

Approved as to form:

By: \_\_\_\_\_  
Micaela Rustia Moore, City Attorney

EXHIBIT A

Invitation to Bid – BID B-1681

Please see the attached page(s).



EXHIBIT B

Bid

Please see attached page(s).