

FIRST AMENDMENT TO ELGIN SWEEPER PARTS, VACTOR PARTS, AND ADDITIONAL PARTS AND SUPPLIES PURCHASE AGREEMENT

This First Amendment to Elgin Sweeper Parts, Vactor Parts, and Additional Parts and Supplies Purchase Agreement (“First Amendment”) is made and entered into as of _____ (“Effective Date”) by and between the City of North Las Vegas, a Nevada municipal corporation (“City”) and HAAKER Equipment Company, a California corporation, (“Vendor”).

RECITALS

WHEREAS, on October 21, 21024, the City and Vendor (“Parties”) entered into the Elgin Sweeper Parts, Vactor Parts, and Additional Parts and Supplies Purchase Agreement (“Original Agreement”), a copy of which is attached hereto as **Exhibit A** (The Original Agreement and First Amendment as jointly referred to as the “Agreement”); and

WHEREAS, the Parties wish to amend the not to exceed amount under the Original Agreement from Three Hundred Five Thousand, Two Hundred Fifty-Five Dollars and 00/100 (\$305,255.00) to Six Hundred Ten Thousand, Five Hundred Ten Dollars and 00/100 (\$610,510.00); and

WHEREAS, the Parties wish to amend the Original Agreement to increase the price for the first year from Fifty Thousand Dollars and 00/100 (\$50,000.00) to One Hundred Thousand Dollars and 00/100 (\$100,000.00) with a ten percent (10%) escalation fee per year for each year thereafter.

WHEREAS, the Original Agreement shall be amended as described herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

AGREEMENT

1. Section 1.8 of the Original Agreement shall be deleted and replaced with the following:

1.8. The term of this Agreement commenced on October 21, 2024 and will continue for three (3) years (“Term”), unless earlier terminated in accordance with the terms herein, in an amount not to exceed Three Hundred Thirty-One Thousand Dollars and 00/100 (\$331,000.00). If the City determines, in its sole discretion, that Vendor has satisfactorily performed its obligations under this Agreement, the City Manager may extend the Term for up to two (2) additional one-year periods upon written notice to the Vendor. The City shall pay the Vendor for the two (2) additional one-year periods in an amount not to exceed Two Hundred Seventy-Nine Thousand Five Hundred Ten Dollars and 00/100 (\$279,510.00). The total amount to be paid under this Agreement includes all fees for the

products and services, including time and labor, overhead materials, equipment, insurance, licenses, and any other related or incidental costs. Periodic progress billings will be due and payable within 30 days of presentation of invoice, provided that each invoice is complete, correct, and undisputed by the City. The total not-to-exceed amount of this Agreement, if all renewal options are exercised by the City, is Six Hundred Ten Thousand, Five Hundred Ten Dollars and 00/100 (\$610,510.00) over the entire term of the Agreement, including the two, one-year renewals as indicated in Schedule A below:

Schedule A	
Fiscal Year:	Amount:
FY 2024-2025	\$ 100,000.00
FY 2025-2026	\$ 110,000.00
FY 2026-2027	\$ 121,000.00
FY 2027-2028- 1 st renewal period	\$ 133,100.00
FY 2028-2029- 2 nd renewal period	\$ 146,410.00
TOTAL:	\$ 610,510.00

2. In all other aspects, the parties confirm and re-affirm the terms and provisions of the Original Agreement.


IN WITNESS WHEREOF,
executed as of the day and year indicated above.

used this First Amendment to be

City of North Las Vegas,
a Nevada municipal corporation

HAAKER Equipment Company,
a California corporation

By: _____
Pamela Goynes-Brown, Mayor

By: 
Name: MARC ARGUETA
Title: LAS VEGAS GENERAL MANAGER

Attest:

By: _____
Jackie Rodgers, City Clerk

Approved as to Form:

By: _____
Andy Moore, City Attorney

EXHIBIT A
ORIGINAL AGREEMENT

Please see attached page(s).

ELGIN SWEEPER PARTS, VACTOR PARTS, AND ADDITIONAL PARTS AND SUPPLIES PURCHASE AGREEMENT

This Elgin Sweeper Parts, Vactor Parts, and Additional Parts and Supplies Purchase Agreement (“Agreement”) is made and entered into as of 10/21/2024 10:08:02 PDT (“Effective Date”) by and between the City of North Las Vegas, a Nevada municipal corporation (“City”) and HAAKER Equipment Company, a California corporation, (“Vendor”).

RECITALS

WHEREAS, the City desires to purchase Elgin Sweeper Parts, Vactor Parts, and additional parts and supplies from Vendor, as more particularly described in Vendor’s quote dated August 27, 2024 (“Products”), attached hereto as **Exhibit A**;

WHEREAS, the City desires to purchase the Products from Vendor as outlined in this Agreement, and Vendor agrees to sell and deliver the Products upon the terms and conditions described in this Agreement.

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

SECTION ONE RESPONSIBILITY OF VENDOR

1.1. The Vendor shall perform all of its obligations in the manner set forth in this Agreement including, without limitation, selling the Products to the City at the prices and quantities set forth in the Vendor’s quote dated August 28, 2024 (“Quote”) attached hereto as **Exhibit A**, and all related additional or incidental tasks necessary to effectuate the intent of this Agreement.

1.2. The Products shall be new and must meet or exceed the technical specifications detailed in the Quote or as otherwise specified by the City.

1.3. The Vendor shall ship the Products to a shipping address specified by the City (the “Delivery Location”) F.O.B. Delivery Location as ordered by the City. Vendor bears all risk of loss or damage to the Products until delivery of the Products to the City. Title to the Products passes to the City only after delivery and unloading of the Products at the Delivery Location is complete. Delivery of the Products is not complete until such Products have physically been received and accepted by the City.

1.4. The Vendor shall furnish all user, instruction, or operator manuals for the Products as applicable.

1.5. The Vendor shall furnish copies of all standard product warranties, extended warranties, and service and maintenance agreements for the Products from any manufacturer. To the extent possible, the Vendor shall transfer or assign such warranties and agreements upon the request of the City.

1.6. The Vendor shall promptly notify the City any time that the Vendor fails to meet the requirements of this Agreement and shall, at its own expense, promptly take all actions to come back into compliance with this Agreement. If the Vendor performs any additional task without obtaining the City's prior written approval, the Vendor does so at its own risk and expense.

1.7. The Vendor 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 PAYMENT AND TERM

1.8. The term of this Agreement shall commence on the Effective Date and will continue for three (3) years ("Term"), unless earlier terminated in accordance with the terms herein. If the City determines, in its sole discretion, that Vendor has satisfactorily performed its obligations under this Agreement, the City Manager may extend the Term for up to two (2) additional one-year periods upon written notice to the Vendor. The City shall pay the Vendor for the Products in an amount not to exceed Three Hundred Five Thousand, Two Hundred Fifty-Five Dollars and 00/100 (\$305,255.00) 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 30 days of presentation of invoice, provided that each invoice is complete, correct, and undisputed by the City. The total not-to-exceed amount of this Agreement, if all renewal options are exercised by the City, is Three Hundred Five Thousand, Two Hundred Fifty-Five Dollars and 00/100 (\$305,255.00) over the entire term of the Agreement, including the two, one-year renewals as indicated in Schedule A below:

Schedule A	
Fiscal Year:	Amount:
FY 2024-2025	\$ 50,000.00
FY 2025-2026	\$ 55,000.00
FY 2026-2027	\$ 60,500.00
FY 2027-2028- 1 st renewal period	\$ 66,550.00
FY 2028-2029- 2 nd renewal period	\$ 73,205.00
TOTAL:	\$ 305,255.00

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2.2. The prices in the Quote will remain in effect for the Term of the Agreement. No additional compensation shall be paid, and no increase in the time of performance shall be awarded to the Vendor without the prior written authorization of the City to proceed with such changes.

2.3. Payment to the Vendor shall be made within thirty (30) calendar days after the City receives each invoice from the Vendor, provided that such invoice is complete, correct, and undisputed by the City. Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Vendor will be paid in full within 30 calendar days. Invoices received without a valid purchase order number will be returned unpaid. The Vendor shall submit the original invoice via email to:

AccountsPayable@CityofNorthLasVegas.com

SECTION THREE REPRESENTATIONS AND WARRANTIES

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

3.1.1. Vendor is a duly formed and validly existing Nevada corporation and is in good standing pursuant to the laws of the State of Nevada and has the full power, authority and legal right to execute, deliver and perform under this Agreement.

3.1.2. The Products are now and shall be at the time of delivery free from any security interest, lien, or other encumbrance.

3.1.3. Vendor is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to perform all of its obligations under this Agreement.

3.2. The representations and warranties made by Vendor survive the termination or expiration of the Agreement.

SECTION FOUR INSURANCE

Vendor shall obtain and maintain, at its expense, the following insurance coverage for all work related to the performance of this Purchase Agreement: commercial general liability insurance, automobile liability insurance, worker's compensation insurance, and employers' liability insurance. While a copy of the Vendor's insurance certificate is not immediately required, the City reserves the right to request a copy of the Vendor's insurance certificate at any time during the Term of the Agreement. It is the Vendor's responsibility to produce the insurance certificate upon the City's request.

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SECTION FIVE TERMINATION

The City, through its City Manager, may terminate this Agreement at any time for convenience, upon notice to the Vendor, and the City shall have no liability to the Vendor for such termination except that the City shall pay the Vendor for the reasonable value of the Products provided by the Vendor to City up through and including the date of termination, provided that the Vendor, within thirty (30) days following the date of the City's termination notice, submits an invoice for such Products in a form reasonably acceptable to the City and such invoice is supplemented by such underlying source documentation as is reasonably requested by the City.

SECTION SIX INDEMNIFICATION

Notwithstanding any of the insurance requirements or limits of liability set forth herein, the Vendor shall defend, protect, indemnify and hold harmless the City, and its officers, agents and employees, from any liabilities, claims, damages, losses, expenses, proceedings, suits, actions, decrees, judgments, reasonable attorneys' fees, and court costs which the City suffers, and/or its officers, agents or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of the Vendor, its agents, and employees, or anyone employed by any of them, in fulfillment or performance of the terms, conditions or covenants of this Agreement including, without limitation, compliance with the terms of Exhibit A, This Section Six shall survive the completion of the Project, if applicable, and the termination or expiration of this Agreement until such time as the applicable statutes of limitation expire.

SECTION SEVEN NOTICES

7.1. All notices, demands and other instruments required or permitted to be given pursuant to this Agreement shall be in writing and be deemed effective upon delivery in writing if served by email, personal delivery, by overnight courier service, by facsimile or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To City: City of North Las Vegas
Attention: Maria Consengco
2250 Las Vegas Blvd., North, Suite 820
North Las Vegas, NV 89030
Phone: 702-633-1463

To Vendor: Haaker Equipment Company
Attention: Marc Arguelles
2070 N. White Ave
La Verne, CA 91750
Phone: 702-639-0156

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

SECTION EIGHT SAFETY

8.1. Obligation to Comply with Applicable Safety Rules and Standards. Vendor 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. Vendor further recognizes that, while Vendor is performing any work on behalf the City, under the terms of this Agreement, Vendor 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.

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

SECTION NINE MISCELLANEOUS

9.1. Nevada and City Law. The laws of the State of Nevada and the North Las Vegas Municipal Code shall govern the validity, construction, performance and effect of this Agreement, without regard to conflicts of law. The parties to this Agreement consent to the jurisdiction of any court of competent jurisdiction in Clark County, Nevada to adjudicate any dispute related top this Agreement or actions to enforce or interpret the terms of this Agreement.

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

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

9.4. Partial Invalidity. If any term of this Agreement should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all provisions not held invalid, void or unenforceable, shall continue in full force and effect.

9.5. Controlling Agreement. To the extent any of the terms or provisions in the Quote 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 Vendor's Quote or any other written or oral communication from Vendor 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.

9.6. 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 9.6 shall survive the completion of this Agreement until the applicable statutes of limitation expire.

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

9.8. Time of Essence. Time is of the essence in the performance of this Agreement.

9.9. Shipping. The Products are to be packaged in a manner that assures they are protected against deterioration and contamination. All shipments are to meet applicable D.O.T. Regulations. Serial numbers noted on the packing slip must match the serial number of the actual goods shipped. Incorrect or questionable documentation of serial numbers may result in shipment rejection. Shipments rejected due to Vendor error will be returned solely at Vendor's cost.

9.10. Inspection. An authorized representative of the City will inspect the Products at time of delivery. If deficiencies are detected, the Products may be rejected and the Vendor will be required to make necessary repairs, corrections, or replacements. Payment and/or commencement of a discount period will not be made until the corrective action is made, the Products are re-inspected and accepted.

9.11. Further Assurances. The Vendor shall execute and deliver all such documents and perform such acts as are reasonably requested by the City to complete its obligations under this Agreement.

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

9.13. 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 the Vendor under this Agreement, this Agreement will be terminated when appropriated funds expire.

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9.14. 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 the Vendor for the disclosure of any public record, including but not limited to documents provided to the City by the Vendor. In the event the City is required to defend an action with regard to a public records request for documents submitted by the Vendor, the Vendor agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorney's fees related to such public records request. This section 8.14 shall survive the expiration or early termination of the Agreement.

9.15. Electronic Signatures. For purposes of this Agreement, the use of facsimile, email or other electronic medium shall have the same force and effect as original signatures.

9.16. 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.

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

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

City of North Las Vegas,
a Nevada municipal corporation

By: Pamela Goynes Brown
Pamela Goynes-Brown, Mayor

Attest:

By: Jackie Rodgers
Jackie Rodgers, City Clerk

Approved as to Form:

By: Andy Moore
Andy Moore, Acting City Attorney

HAAKER Equipment Company,
an California corporation

By: Marc Argueta
Title: LAS VEGAS GENERAL MANAGER
Name: MARC ARGUETA

Exhibit A

Quote

Please see attached page(s)



DATE: 8/27/24
TO: CITY OF NORTH LAS VEGAS – PURCHASING DEPARTMENT
FROM: MARC ARGUELLES
LAS VEGAS GENERAL MANAGER
HAAKER EQUIPMENT COMPANY DBA TOTAL CLEAN
RE: PARTS AND LABOR QUOTE

PARTS:

Below is a list of parts purchased at least four times so far this year, with current pricing.

PART #	DESCRIPTION	COST
1040011	SPRAY NOZZLE	\$ 6.72
1099061	CARTIDGE	\$ 169.26
1106159	PUSH LOCK	\$ 13.28
1191167	REFLECTIVE	\$ 280.90
16584D	QUICK CLAMP	\$ 35.00
31685	FIN PIPE	\$ 188.26
40196	HYD ADAPT	\$ 21.31
51-11001	FILTER	\$ 406.00
7873042	TYMCO 600	\$ 155.26
7873281	GLOBAL GUTT	\$ 144.85
E-000-0020-00-N	NITROGEN CA	\$ 28.00
1002719-100	RIPSAW	\$ 360.00

NOTE: Some of these parts are Elgin or Vactor parts, so I have provided our Sole Source letter, for your records.

LABOR:

Our current labor rates are as follows:

SHOP: \$192/hour

FIELD: \$208/hour

Please let me know if any other questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "M. Arguelles", is written over the name "Marc Arguelles".

Marc Arguelles



Advancing security and well-being.

ELGIN

VACTOR

GUZZLER

JETSTREAM

April 2, 2024

To Whom It May Concern:

I wanted to confirm that the only authorized dealer for our Vactor and Elgin Sweeper products in Southern California and Southern Nevada is:

Haaker Equipment
2070 N White Ave
La Verne, CA 91750
Tel: 909-598-2706
FAX: 909-598-1427
url: www.haaker.com

Haaker Equipment
4645 Copper Sage St
Las Vegas, NV 89115
Tel: 702-639-0156
FAX: 702-639-1843

As an Authorized Elgin Sweeper and Vactor Sewer Cleaner Distributor, Haaker Equipment is the sole provider of Equipment Sales, Service, and Part Sales for both the Elgin and Vactor Products. Haaker Equipment maintains an inventory of Elgin and Vactor Performance Matched Replacement Parts and is staffed with factory trained technicians to provide service and support to users of Elgin and Vactor products.

We often learn of instances where other vendors have attempted to represent themselves as suppliers of genuine Elgin and Vactor parts, or as being authorized by Elgin and Vactor to manufacture replacement parts. Please be advised that Elgin and Vactor "Performance Matched" replacement parts are only sold through authorized Elgin and Vactor distributors. Elgin Sweeper Company and Vactor Manufacturing do not provide other suppliers – will fitters – with our design specifications. In addition, we have not authorized any other manufacturer to make or distribute Elgin or Vactor "Performance Matched" replacement parts.

If you have any questions regarding the identification of an authorized Elgin or Vactor distributor, please call Elgin Sweeper Company at 847-741-5370 or Vactor Manufacturing at 815-672-3171. We will be happy to provide you with the requested information.

Best regards,

A handwritten signature in dark ink, appearing to read 'John E. Abramowski', is written above the printed name.

John E. Abramowski
Regional Sales Manager - Western
Federal Signal Environmental Solutions Group
Elgin Sweeper & Vactor Products