

## **CITYWIDE FENCING SERVICES AGREEMENT**

This Citywide Fencing 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 The Tiberti Company, LLC, doing business as The Tiberti Fence Company, a Nevada limited liability company (“Provider”).

### **WITNESSETH:**

WHEREAS, the City requires Citywide fencing services, as described in the City of North Las Vegas Invitation Citywide Fencing Bid B-1739 (“Invitation to Bid”), attached hereto as **Exhibit A** and incorporated herein by reference (“Services”);

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:

#### **1. 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.

#### **2. Term**

The Term shall commence on the Effective Date and 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. If the City determines, in its sole discretion, that Provider has satisfactorily performed its obligations under this Agreement, the City Manager may extend the Term for up to two (2) additional one-year period(s) upon written notice to the Provider

#### **3. Compensation**

Provider will provide the Services in the annual not to exceed amount of \$310,000.00, 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 annual not to exceed amount of this Agreement is Three Hundred Ten Thousand Dollars and 00/100 (\$310,000.00). The total not to exceed amount of this Agreement is One Million, Five Hundred Fifty Dollars and 00/100 (\$1,550,000.00). The Provider shall submit the original invoice via email

to:

AccountsPayable@CityofNorthLasVegas.com

#### 4. **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.

4.4 The City retains the right to terminate for default immediately if the Contractor fails to maintain the required levels of insurance, fails to comply with applicable local, state and federal statutes governing performance of these services or fails to comply with applicable statutes involving health or safety.

#### 5. **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.

6. **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.

7. **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.

8. **Confidentiality**

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.

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.

9. **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. 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.

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

9.1.5.1 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).

9.1.5.2 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.

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

9.1.5.4 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.

9.1.5.5 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.

9.1.5.6 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.

9.1.5.7 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.

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

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

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

9.1.5.8.3. 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.

9.1.5.9 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.

9.1.5.10 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.

9.2 Provider shall deliver certificates of insurance indicating that such insurance is in effect to the City before commencement of the Services under this Agreement. If Provider is underwritten on a claims-made basis, the retroactive date shall be prior to or coincident with the Effective Date of this Agreement, and the certificate of insurance shall state that coverage is claims-made and the retroactive date. Provider shall provide the City with 30-day advance written notice of policy cancellation of any insurance policy required to be maintained by Provider pursuant to this Agreement.

9.3 All insurance policies required hereunder, and all renewals, shall be provided by a company or companies authorized to do business in Nevada and shall expressly:

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

9.3.2 Provide that they are primary and noncontributing with any insurance that the City may carry;

9.3.3 Include or be endorsed to cover Provider's contractual liability to the City; and

9.3.4 Disclose all deductible and self-insured retentions in the Certificate of Insurance. No deductible or self-insured retention may exceed \$250,000 without the written approval of the City.

## 10. **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
	North Las Vegas, Nevada 89030
	Phone: 702-633-1745

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To Provider: The Tiberti Company, LLC dba The Tiberti Fence Company  
4975 Rogers Street  
Las Vegas, NV 8918  
Phone: 702-382-7070  
Email: mwelch@tiberti.com

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

11. **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 his employees and subcontractors with the appropriate Safety equipment required for performing functions at the City facilities.

12. **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.

13. **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 A 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 A 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 293.010 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 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 13.18 shall survive the completion of this Agreement until the applicable statutes of limitation expire.

[The remainder of this page is left intentionally blank. Signature page to follow.]

**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

The Tiberti Company, LLC dba The Tiberti  
Fence Company  
a Nevada limited liability company

By: \_\_\_\_\_  
Pamela A. Goynes-Brown, Mayor

By: Monica Welch  
Name: Monica Welch  
Title: Director of Operations

ATTEST:

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

Approved as to form:

By: \_\_\_\_\_  
Andy Moore, Acting City Attorney

Exhibit A

Invitation to Bid – B-1739

Please see attached page(s).

Mayor  
**Pamela A. Goynes-Brown**

City Manager  
**Micaela Rustia Moore**

Council Members  
**Scott Black**  
**Ruth Garcia Anderson**  
**Isaac E. Barron**  
**Richard J. Cherchio**



**Finance Department**  
Purchasing Division  
2250 Las Vegas Boulevard, North · Suite #820 · North Las Vegas, Nevada 89030  
Telephone: (702) 633-1745 · Fax: (702) 399-8426 · TDD: (800) 326-6868  
[www.cityofnorthlasvegas.com](http://www.cityofnorthlasvegas.com)

**October 1, 2024**

**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1739 Citywide Fencing**

Bids will be received electronically only through the Nevada Gov eMarketplace (NGEM) System at [www.ngemnva.com](http://www.ngemnva.com) until **October 22, 2024 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#636-495-1727, Meeting Pin#290 354 763# on the Bid Due Date.**

An optional Pre-Bid Meeting will be held on **October 8, 2024 at 10:00 a.m. local time** via Google Meet conference call, Telephone #413-752-2139, Meeting Pin# 129 672 957#. The purpose of this meeting is to discuss the Invitation to Bid requirements, answer questions, and address concerns. Any and all questions or concerns to be raised during the Pre-Bid meeting must be submitted in writing either via email or submitted in NGEM at the conclusion of the Pre-Bid Meeting.

All questions or concerns must be submitted electronically in NGEM or via e-mail to Joy Yoshida, Senior Buyer, at [yoshidaj@cityofnorthlasvegas.com](mailto:yoshidaj@cityofnorthlasvegas.com). The cut-off time for all questions is **October 15, 2024, 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 on NGEM or on the City of North Las Vegas (City) Purchasing web page at [www.cityofnorthlasvegas.com](http://www.cityofnorthlasvegas.com). The City reserves the right to reject any and all Bids, waive any informality or technicality, or to otherwise accept Bids deemed in the best interest of the City. Capitalized terms contained in this Invitation to Bid are defined in the Definitions section on page 10. 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.

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Marie Leake  
Purchasing Manager

Published in the Las Vegas Review Journal  
(October 1, 2024)

**CITY OF NORTH LAS VEGAS INVITATION TO BID  
BID B-1739 Citywide Fencing**

**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 under state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's records, including this Invitation to Bid, 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 and/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). NGEM 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. NGEM is available at [www.ngemnvt.com](http://www.ngemnvt.com). There is no cost for any Respondent to use NGEM, 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 NGEM no later than the Bid Due Date and time. NGEM's server clock will govern time of submittal.

**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 the Contract with a Respondent to this Bid unless the Contract includes the written certification that the Respondent 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 between the City and Respondent.

**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 company that is in arrears for any obligation to the City, or that otherwise may be deemed irresponsible or unresponsive by City staff or North Las Vegas City Council (City Council).
- (c) No Bid will be accepted from any person, firm, or company if that person, firm, or company 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. Neither expensive binders nor promotional material are necessary or required.

**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 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 City Council. A person who makes an unsuccessful Bid may not seek any type of judicial intervention until after the 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. 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 commence on January 16, 2025 and shall have a term of three years with two, one-year extensions at the sole discretion of the City Manager.

**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 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 C - Affidavit of Rejection of Coverage for Workers' Compensation must be completed and submitted with response to this Invitation to Bid.

**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 Respondent 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.

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 Respondent 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 Respondent'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 Respondent'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 Respondent'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: Respondent hereby grants to the City a waiver of any right to subrogation which any insurer of said Respondent may acquire against the City by virtue of the payment of any loss under such insurance. Respondent 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 Respondent, 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 Respondent 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 Respondent must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

**VERIFICATION OF COVERAGE:** Respondent 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 Respondent's obligation to provide the required documents. 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 Bid 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 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 Invitation to Bid.

17. **CANCELLATION OF CONTRACT:**

The City reserves the right to cancel the award or execution of any agreement 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, through its City Manager or his/her designee, 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 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 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, while possibly necessary in the view of the Respondent, may result in lower scoring or disqualification of a Bid. **A template of the City of North Las Vegas Services Agreement is attached at Exhibit G. 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. Prices may not be increased during the first 3 years term ("Initial Term"). The prices submitted in your Bid must remain firm throughout the Initial Term of the contract. Any intended escalation for the possible extensions must be included in the Respondent's Bid. If escalations are not included for the possible extensions, the price for the Initial Term will apply for each possible extension unless otherwise permitted by the City.

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 provide 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 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 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 Scott Krueth, Manager Infrastructure Maintenance, as the project manager for this service. He can be contacted at 702-633-1267 or at [kruethd@cityofnorthlasvegas.com](mailto:kruethd@cityofnorthlasvegas.com) and is available Monday through Thursday from 5:30 am to 3:00 pm.

The cutoff date for any questions regarding this is **October 15, 2024, 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-1739 Citywide Fencing**

**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 lowest responsive and responsible Bid deemed to be in the City's best interest, 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-1739 Citywide Fencing**

**SCOPE OF WORK**

**1. Scope of Work:**

**1.1. PURPOSE OF BID**

The City of North Las Vegas ("City") is soliciting bids from qualified fencing companies to provide all labor, materials, equipment, transportation and supervision to perform selected fencing services.

**1.2. SCOPE OF WORK**

Once a work request has been generate by the City, the Respondent will provide a written quote based on the BID pricing within 72 hours for normal work orders.

Once the written work order with pricing has been approved by the City, a notice to proceed will be issued by the City and all work by the Respondent must be completed within 72 hours.

For all emergency work orders, work shall be completed by the Respondent within 24 hours of receiving the notification to proceed from the City.

**2. Contractor Responsibilities:**

References from previous Public Works or large commercial projects will be part of the selection criteria.

**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1739 Citywide Fencing**

**EXHIBIT LISTING**

**Exhibit A** – Bid Submittal Sheet - Fill out the pricing on Exhibit A for individual items. Use the last box to provide any comments you may have, you may attach an additional sheet if necessary, please label appropriately. This form is **mandatory**. Failure to fill out this form will make your bid non-responsive.

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

- (a) An individual authorized to bind the Respondent 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 C** – Qualifications and Experience of Respondent

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

**Exhibit F** – Written Certification Required by NRS 332.065(4) for contracts with an estimated annual amount required for performance that is in excess of \$100,000.00.

**Exhibit G** – Template of City of North Las Vegas Services 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-1739 Citywide Fencing  
EXHIBIT A  
BID SUBMITTAL SHEET**

<b>LOT A</b>			
<b>ITEM NUMBER</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>INSTALLED PRICE</b>
	<b>CHAIN LINK</b>		
1	72 INCH CHAIN LINK FENCE 11 GAUGE	LF	\$
2	72 INCH CHAIN LINK FENCE 9 GAUGE	LF	\$
3	72 INCH CHAIN LINK FENCE 6 GAUGE	LF	\$
4	72 INCH CHAIN LINK FENCE (OPTION B)	LF	\$
5	72 INCH DOUBLE DRIVE GATE	LF	\$
6	72 INCH WALK GATE 11 GAUGE	LF	\$
7	72 INCH WALK GATE 9 GAUGE	LF	\$
8	72 INCH WALK GATE 6 GAUGE	LF	\$
9	BARBED WIRE WITH EXTENSIONS ARM	LF	\$
10	ADDITIONAL AMOUNT FOR CORNERS	EA	\$
11	ADDITIONAL AMOUNT FOR INTERMEDIATE BRACING	EA	\$
12	48 INCH CHAIN LINK FENCE 11 GAUGE	LF	\$
13	48 INCH CHAIN LINK FENCE 9 GAUGE	LF	\$
14	48 INCH CHAIN LINK FENCE 6 GAUGE	LF	\$
15	60 INCH CHAIN LINK FENCE 11 GAUGE	LF	\$
16	60 INCH CHAIN LINK FENCE 9 GAUGE	LF	\$
17	60 INCH CHAIN LINK FENCE 6 GAUGE	LF	\$
18	8 FOOT CHAIN LINK FENCE 11 GAUGE	LF	\$
19	8 FOOT CHAIN LINK FENCE 9 GAUGE	LF	\$
20	8 FOOT CHAIN LINK FENCE 6 GAUGE	LF	\$
21	12 FOOT CHAIN LINK FENCE 11 GAUGE	LF	\$
22	12 FOOT CHAIN LINK FENCE 9 GAUGE	LF	\$
23	12 FOOT CHAIN LINK FENCE 6 GAUGE	LF	\$
24	16 FOOT CHAIN LINK FENCE 11 GAUGE	LF	\$
25	16 FOOT CHAIN LINK FENCE 9 GAUGE	LF	\$
26	16 FOOT CHAIN LINK FENCE 6 GAUGE	LF	\$
27	72" DOUBLE DRIVE GATE - 5 FOOT 11 GAUGE	EA	\$
28	72" DOUBLE DRIVE GATE - 5 FOOT 9 GAUGE	EA	\$
29	72" DOUBLE DRIVE GATE - 5 FOOT 6 GAUGE	EA	\$
30	72 INCH WALK GATE - 5 FOOT 11 GAUGE	EA	\$
31	72 INCH WALK GATE - 5 FOOT 9 GAUGE	EA	\$
32	72 INCH WALK GATE - 5 FOOT 6 GAUGE	EA	\$

33	42 INCH CHAIN LINK WIDE PEDESTRIAN GATE 11 GAUGE	EA	\$
34	42 INCH CHAIN LINK WIDE PEDESTRIAN GATE 9 GAUGE	EA	\$
35	42 INCH CHAIN LINK WIDE PEDESTRIAN GATE 6 GAUGE	EA	\$
36	12' WIDE DOUBLE WING DRIVE GATE 11 GAUGE	EA	\$
37	12' WIDE DOUBLE WING DRIVE GATE 9 GAUGE	EA	\$
38	12' WIDE DOUBLE WING DRIVE GATE 6 GAUGE	EA	\$
39	MOW CURB-12" WIDE. 6" DEPTH WITH -1 EACH # 4 REBAR. POST SET ON CENTER OF MOW CURB. 4500 p.s.i. CONCRETE.	LF	\$
40	Revision to gates to include all hardware in price on diverse sizes	EA	\$
41	Galvanized expanded steel fence	SQ. FT.	\$
<b>LOT B</b>			
<b>ITEM NUMBER</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>UNIT PRICE</b>
	<b>IRON FENCE</b>		
42	(STYLE) MONTAGE PLUS 3/4 INCH PICKET 6 FOOT X 12 FOOT IRON FENCE	LF	\$
43	(STYLE) MONTAGE PLUS 1 INCH PICKET 6 FOOT X 12 FOOT IRON FENCE	LF	\$
44	(STYLE) MONTAGE PLUS 3/4 INCH PICKET 6 FOOT TALL X 12 FOOT WIDE DOUBLE SWING GATES IRON FENCE	LF	\$
45	(STYLE) MONTAGE PLUS 1 INCH PICKET 6 FOOT TALL X 12 FOOT WIDE DOUBLE SWING GATES IRON FENCE	LF	\$
46	Paint Matching	SQ. FT.	\$
<b>LOT C</b>			
<b>ITEM NUMBER</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>UNIT PRICE</b>
	<b>POST, CABLE AND MISCELLANEOUS ITEMS</b>		
47	REGULAR TENSION BAND, 1 7/8", 14 GA X 3/4", PRESSED STEEL, GALVANIZED, MASTER HALCO # 10103, OR EQUAL	EA	\$
48	REGULAR TENSION BAND, 2 3/8", 14 GA X 3/4", PRESSED STEEL, GALVANIZED, MASTER HALCO # 10104, OR EQUAL	EA	\$

49	REGULAR TENSION BAND, 2 7/8", 14 GA X 3/4", PRESSED STEEL, GALVANIZED, MASTER HALCO # 10105, OR EQUAL	EA	\$
50	REGULAR TENSION BAND, 1 7/8", 12 GA X 3/4", PRESSED STEEL, GALVANIZED, MASTER HALCO # 10303, OR EQUAL	EA	\$
51	REGULAR TENSION BAND, 2 3/8", 12 GA X 3/4", PRESSED STEEL, GALVANIZED, MASTER HALCO # 10304, OR EQUAL	EA	\$
52	REGULAR TENSION BAND, 2 7/8", 12 GA X 3/4", PRESSED STEEL, GALVANIZED, MASTER HALCO # 10305, OR EQUAL	EA	\$
53	TOP RAIL-END CAP (ONE HOLE), 1 5/8" PRESSED STEEL, GALVANIZED, MASTER HALCO # 12506 OR EQUAL	EA	\$
54	TOP RAIL-END CAP (TWO HOLE), 1 5/8" PRESSED STEEL, GALVANIZED, MASTER HALCO # 12507 OR EQUAL	EA	\$
55	STANDARD LINE POST TOP CAP WITH LOOP, 1 7/8" X 1 5/8", PRESSED STEEL, GAL. MASTER HALCO # 12253, OR EQUAL	EA	\$
56	THREADED TRUSS ROD W/NUT, 3/8" DIA., 12 FOOT GAL. MASTER HALCO # 17903, OR EQUAL	EA	\$
57	180 DEG. INDUSTRIAL HINGE, 2 7/8" X 1 5/8" OR 1 7/8", PRESSED STEEL, GAV MASTER HALCO # 15603, OR EQUAL	EA	\$
58	FLAT TENSION BAR 3/16" X 3/4", 70" GAL MASTER HALCO # 13705 OR EQUAL	EA	\$
59	SMOOTH TENSION WIRE 11 GA, .85 ZINC COATING, MASTER HALCO # 23521, OR EQUAL	EA	\$
60	72", 2 "-11 GA, GBW CHAIN LINK FENCE FABRIC, BARB/KNUCKLE, MASTER HALCO # 55612 OR EQUAL	EA	\$
61	LINE POST, 1 7/8" O.D. 8'-6", DQ 40, GAV, MASTER HALCO # 33057, OR EQUAL	EA	\$
62	CORNER POST, 2 3/8" O.D., 8'-6", DQ 40 GALV. MASTER HALCO # 33078, OR EQUAL	EA	\$
63	GATE POST, 2 7/8" O.D. 9' DQ 40 GALV. MASTER HALCO # 33078, OR EQUAL	EA	\$

64	TOP RAIL, 1 5/8" X 21' DQ 40, PE GALV. MASTER HALCO # 33005, OR EQUAL	EA	\$
65	TOP RAIL SLEEVE, 1 5/8" X 6" GALV. MASTER HALCO # 12602, OR EQUAL	EA	\$
66	CAP, POST, 2 3/8", PRESSED STEEL, GALV. MASTER HALCO # 11604, OR EQUAL	EA	\$
67	CAP, POST, 2 7/8" PRESSED STEEL, GALV. MASTER HALCO # 11605	EA	\$
68	HOG RINGS, STEEL, 9 GAL, CLASS 3 .90 ZINC COATING, MASTER HALCO # 23602, OR EQUAL	EA	\$
69	FENCE TIES, ALUMINUM, 9 GALV., 8 1/4" MASTER HALCO # 23553, OR EQUAL	EA	\$
70	Privacy Screen	SQ. FT.	\$
71	Privacy screen option- see attached	SQ. FT.	\$
72	Emergency Pricing	EA	\$
73	Tack weld all hardware	EA	\$
74	Rail Welded	LF	\$
75	All gates to require 4-6" opening fabed with round tubing at mid gate for daisy chaining purposes	EA	\$
<b>LOT D</b>			
<b>ITEM NUMBER</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>UNIT PRICE</b>
	<b>POST, CABLE AND MISCELLANEOUS ITEMS</b>		
76	TEMPORARY FENCING 6' X 12'	LF	\$
77	TEMPORARY FENCING 8' X 12'	LF	\$
78	PED-RAILS	LF	\$
79	Purchasing 6'x12' temp panels with stands (rod style uprights) and clamps	EA	\$

**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1739 Citywide Fencing**

**EXHIBIT B  
OFFER STATEMENT AND BUSINESS INFORMATION**

This Bid is submitted in response to **BID B-1739 Citywide Fencing** 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)		

**FOR INFORMATIONAL PURPOSES ONLY**

Is this Respondent a Minority, Women or Disabled Veteran Business Enterprise?

\_\_\_ No \_\_\_ Yes If YES specify \_\_\_ MBE \_\_\_ WBE \_\_\_ DVBE

Has this Respondent been certified as a Minority, Women or Disabled Veteran Business Enterprise?

\_\_\_ No \_\_\_ Yes If YES specify Certifying Agency \_\_\_\_\_

Please attach a copy of your certification.

**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1739 Citywide Fencing  
EXHIBIT C  
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-1739 Citywide Fencing  
EXHIBIT C– 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-1739 Citywide Fencing  
EXHIBIT D – 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-1739 Citywide Fencing  
EXHIBIT E- 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-1739 Citywide Fencing  
EXHIBIT F- Written Certification**

Pursuant to NRS 332.065(4), 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-1739 Citywide Fencing**

**EXHIBIT G- Exceptions to North Las Vegas Services Agreement**

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

## CITYWIDE FENCING SERVICES AGREEMENT

This Citywide Fencing 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:

A. WHEREAS, the City requires Citywide fencing services, as described in The City of North Las Vegas Invitation Citywide Fencing Bid B-1739 (“Invitation to Bid”), attached hereto as **Exhibit A** and incorporated herein by reference (“Services”);

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:

#### 1. 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.

#### 2. Term

The Term shall commence on January 16, 2025 and 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. If the City determines, in its sole discretion, that Provider has satisfactorily performed its obligations under this Agreement, the City Manager may extend the Term for up to two (2) additional one-year period(s) upon written notice to the Provider

#### 3. 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 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 [\_\_\_\_\_] (\$ \_\_\_\_\_). The Provider shall submit the original invoice via email to:

AccountsPayable@CityofNorthLasVegas.com

#### 4. **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.

4.4 The City retains the right to terminate for default immediately if the Contractor fails to maintain the required levels of insurance, fails to comply with applicable local, state and federal statutes governing performance of these services or fails to comply with applicable statutes involving health or safety.

#### 5. **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.

#### 6. **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.

7. **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.

8. **Confidentiality**

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.

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.

9. **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. 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.

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

9.1.5.1 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).

9.1.5.2 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.

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

9.1.5.4 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.

9.1.5.5 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.

9.1.5.6 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.

9.1.5.7 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.

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

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

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

9.1.5.8.3. 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.

9.1.5.9 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.

9.1.5.10 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.

9.2 Provider shall deliver certificates of insurance indicating that such insurance is in effect to the City before commencement of the Services under this Agreement. If Provider is underwritten on a claims-made basis, the retroactive date shall be prior to or coincident with the Effective Date of this Agreement, and the certificate of insurance shall state that coverage is claims-made and the retroactive date. Provider shall provide the City with 30-day advance written notice of policy cancellation of any insurance policy required to be maintained by Provider pursuant to this Agreement.

9.3 All insurance policies required hereunder, and all renewals, shall be provided by a company or companies authorized to do business in Nevada and shall expressly:

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

9.3.2 Provide that they are primary and noncontributing with any insurance that the City may carry;

9.3.3 Include or be endorsed to cover Provider’s contractual liability to the City; and

9.3.4 Disclose all deductible and self-insured retentions in the Certificate of Insurance. No deductible or self-insured retention may exceed \$250,000 without the written approval of the City.

## 10. **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  
North Las Vegas, Nevada 89030  
Phone: 702-633-1745

To Provider:


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

## 11. **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 his employees and subcontractors with the appropriate Safety equipment required for performing functions at the City facilities.

## 12. **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.

## 13. **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 A 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 A 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 293.010 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 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 13.18 shall survive the completion of this Agreement until the applicable statutes of limitation expire.

[The remainder of this page is left intentionally blank. Signature page to follow.]

**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: \_\_\_\_\_  
Pamela A. Goynes-Brown, Mayor

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

ATTEST:

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

Approved as to form:

By: \_\_\_\_\_  
Andy Moore, Acting City Attorney

Exhibit A

Invitation to Bid – B-1739

Please see attached page(s).

Exhibit B

Bid

Please see attached page(s)

Mayor  
**Pamela A. Goynes-Brown**

City Manager  
**Micaela Rustia Moore**

Council Members  
**Scott Black**  
**Ruth Garcia Anderson**  
**Isaac E. Barron**  
**Richard J. Cherchio**



**Finance Department**

Purchasing Division

2250 Las Vegas Boulevard, North · Suite #820 · North Las Vegas, Nevada 89030

Telephone: (702) 633-1745 · Fax: (702) 399-8426 · TDD: (800) 326-6868

[www.cityofnorthlasvegas.com](http://www.cityofnorthlasvegas.com)

**October 16, 2024**

**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1739 Citywide Fencing  
ADDENDUM #1**

Addendum #1 Issued to extend the Bid Due Date

Bids will be received electronically only through the Nevada Gov eMarketplace (NGEM) System at [www.ngemnv.com](http://www.ngemnv.com) until **October 29, 2024 at 10:00 A.M. local time** (the "Bid Due Date"). **A Bid opening will be held on a conference call via Google Meet, Telephone#636-495-1727, Meeting Pin#290 354 763# on the Bid Due Date.**

---

Marie Leake  
Purchasing Manager

Mayor  
**Pamela A. Goynes-Brown**

City Manager  
**Micaela Rustia Moore**

Council Members  
**Scott Black**  
**Ruth Garcia Anderson**  
**Isaac E. Barron**  
**Richard J. Cherchio**



**Finance Department**  
Purchasing Division  
2250 Las Vegas Boulevard, North · Suite #820 · North Las Vegas, Nevada 89030  
Telephone: (702) 633-1745 · Fax: (702) 399-8426 · TDD: (800) 326-6868  
[www.cityofnorthlasvegas.com](http://www.cityofnorthlasvegas.com)

**October 24, 2024**

**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1739 Citywide Fencing  
ADDENDUM #2**

The deadline for questions for this proposal was 12:00 p.m., October 15, 2024. The following are the questions that were received along with the answers to those questions.

**Question 1. Per the above referenced project, are the items in Lot C for materials only?**

*Answer: No, should include installation of items. Please see Revised Exhibit A and updated bid line items on NGEM.*

**Question 2. On item 72 “emergency pricing” please redefine or is this a emergency mobilization fee?**

*Answer: Providing securing for safety upon request via phone call and repair within 24 hours.*

**Question 3. For the items in Lot D would this be for a monthly rental time period?**

*Answer: Weekly and monthly. Please see Revised Exhibit A and updated bid line items on NGEM.*

**Question 4. What is the work required by Contractor for Line 75?**

*Answer: CNLV standard specification for all gates (pedestrian gates and larger). From mid center rail topside on gates fabricate/install to facilitate securing of entrances with chains with multiple locks*

**Question 5. Please clarify the unit measurement for Line 73. Is “EA” the unit cost per tack weld? Can we assume a minimum number of welds per task order for the purpose of estimating?**



*Answer: Include as a CNLV standard specification to tack weld all hardware that can be unsecured i.e. bolts, nuts, end post caps, etc.*

**Question 6. For Line Item 71, is there a reference document missing for the “Option” detail?**

*Answer: Please see attached “Privacy Screen Option”. No detail at the moment and should have option of being out of mesh or steel material coated against rust/deteration.*

**Question 7. For Item 72 – Emergency Pricing. Is this the added mobilization cost to be used in addition to Work Order pricing with the other line items?**

*Answer: Emergency pricing to install diverse material and components depending on repair location.*

**Question 8. In general, please clarify if items are for “Furnished & Installed” work or “Material Only”. Specifically, many of the items in Lot C appear to be material only.**

*Answer: Lot C has been updated to installed price. Please see Revised Exhibit A and updated bid line items on NGEM*

**Question 9. Please specify the duration requested for items 76-78 in LOT D. An example could be: Per LF, Per Day.**

*Answer: Per linear feet per week and monthly. Lot D has been updated. Please see Revised Exhibit A and updated bid line items on NGEM.*



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Marie Leake  
Purchasing Manager

**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1739 Citywide Fencing  
REVISED EXHIBIT A  
BID SUBMITTAL SHEET**

<b>LOT A</b>			
<b>ITEM NUMBER</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>INSTALLED PRICE</b>
	<b>CHAIN LINK</b>		
1	72 INCH CHAIN LINK FENCE 11 GAUGE	LF	\$
2	72 INCH CHAIN LINK FENCE 9 GAUGE	LF	\$
3	72 INCH CHAIN LINK FENCE 6 GAUGE	LF	\$
4	72 INCH CHAIN LINK FENCE (OPTION B)	LF	\$
5	72 INCH DOUBLE DRIVE GATE	LF	\$
6	72 INCH WALK GATE 11 GAUGE	LF	\$
7	72 INCH WALK GATE 9 GAUGE	LF	\$
8	72 INCH WALK GATE 6 GAUGE	LF	\$
9	BARBED WIRE WITH EXTENSIONS ARM	LF	\$
10	ADDITIONAL AMOUNT FOR CORNERS	EA	\$
11	ADDITIONAL AMOUNT FOR INTERMEDIATE BRACING	EA	\$
12	48 INCH CHAIN LINK FENCE 11 GAUGE	LF	\$
13	48 INCH CHAIN LINK FENCE 9 GAUGE	LF	\$
14	48 INCH CHAIN LINK FENCE 6 GAUGE	LF	\$
15	60 INCH CHAIN LINK FENCE 11 GAUGE	LF	\$
16	60 INCH CHAIN LINK FENCE 9 GAUGE	LF	\$
17	60 INCH CHAIN LINK FENCE 6 GAUGE	LF	\$
18	8 FOOT CHAIN LINK FENCE 11 GAUGE	LF	\$
19	8 FOOT CHAIN LINK FENCE 9 GAUGE	LF	\$
20	8 FOOT CHAIN LINK FENCE 6 GAUGE	LF	\$
21	12 FOOT CHAIN LINK FENCE 11 GAUGE	LF	\$
22	12 FOOT CHAIN LINK FENCE 9 GAUGE	LF	\$
23	12 FOOT CHAIN LINK FENCE 6 GAUGE	LF	\$
24	16 FOOT CHAIN LINK FENCE 11 GAUGE	LF	\$
25	16 FOOT CHAIN LINK FENCE 9 GAUGE	LF	\$
26	16 FOOT CHAIN LINK FENCE 6 GAUGE	LF	\$
27	72" DOUBLE DRIVE GATE - 5 FOOT 11 GAUGE	EA	\$
28	72" DOUBLE DRIVE GATE - 5 FOOT 9 GAUGE	EA	\$

29	72" DOUBLE DRIVE GATE - 5 FOOT 6 GAUGE	EA	\$
30	72 INCH WALK GATE - 5 FOOT 11 GAUGE	EA	\$
31	72 INCH WALK GATE - 5 FOOT 9 GAUGE	EA	\$
32	72 INCH WALK GATE - 5 FOOT 6 GAUGE	EA	\$
33	42 INCH CHAIN LINK WIDE PEDESTRIAN GATE 11 GAUGE	EA	\$
34	42 INCH CHAIN LINK WIDE PEDESTRIAN GATE 9 GAUGE	EA	\$
35	42 INCH CHAIN LINK WIDE PEDESTRIAN GATE 6 GAUGE	EA	\$
36	12' WIDE DOUBLE WING DRIVE GATE 11 GAUGE	EA	\$
37	12' WIDE DOUBLE WING DRIVE GATE 9 GAUGE	EA	\$
38	12' WIDE DOUBLE WING DRIVE GATE 6 GAUGE	EA	\$
39	MOW CURB-12" WIDE. 6" DEPTH WITH - 1 EACH # 4 REBAR. POST SET ON CENTER OF MOW CURB. 4500 p.s.i. CONCRETE.	LF	\$
40	Revision to gates to include all hardware in price on diverse sizes	EA	\$
41	Galvanized expanded steel fence	SQ. FT.	\$
<b>LOT B</b>			
<b>ITEM NUMBER</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>INSTALLED PRICE</b>
	<b>IRON FENCE</b>		
42	(STYLE) MONTAGE PLUS 3/4 INCH PICKET 6 FOOT X 12 FOOT IRON FENCE	LF	\$
43	(STYLE) MONTAGE PLUS 1 INCH PICKET 6 FOOT X 12 FOOT IRON FENCE	LF	\$
44	(STYLE) MONTAGE PLUS 3/4 INCH PICKET 6 FOOT TALL X 12 FOOT WIDE DOUBLE SWING GATES IRON FENCE	LF	\$
45	(STYLE) MONTAGE PLUS 1 INCH PICKET 6 FOOT TALL X 12 FOOT WIDE DOUBLE SWING GATES IRON FENCE	LF	\$

46	Paint Matching	SQ. FT.	\$
<b>LOT C</b>			
<b>ITEM NUMBER</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>INSTALLED PRICE</b>
	<b>POST, CABLE AND MISCELLANEOUS ITEMS</b>		
47	REGULAR TENSION BAND, 1 7/8", 14 GA X 3/4", PRESSED STEEL, GALVANIZED, MASTER HALCO # 10103, OR EQUAL	EA	\$
48	REGULAR TENSION BAND, 2 3/8", 14 GA X 3/4", PRESSED STEEL, GALVANIZED, MASTER HALCO # 10104, OR EQUAL	EA	\$
49	REGULAR TENSION BAND, 2 7/8", 14 GA X 3/4", PRESSED STEEL, GALVANIZED, MASTER HALCO # 10105, OR EQUAL	EA	\$
50	REGULAR TENSION BAND, 1 7/8", 12 GA X 3/4", PRESSED STEEL, GALVANIZED, MASTER HALCO # 10303, OR EQUAL	EA	\$
51	REGULAR TENSION BAND, 2 3/8", 12 GA X 3/4", PRESSED STEEL, GALVANIZED, MASTER HALCO # 10304, OR EQUAL	EA	\$
52	REGULAR TENSION BAND, 2 7/8", 12 GA X 3/4", PRESSED STEEL, GALVANIZED, MASTER HALCO # 10305, OR EQUAL	EA	\$
53	TOP RAIL-END CAP (ONE HOLE), 1 5/8" PRESSED STEEL, GALVANIZED, MASTER HALCO # 12506 OR EQUAL	EA	\$
54	TOP RAIL-END CAP (TWO HOLE), 1 5/8" PRESSED STEEL, GALVANIZED, MASTER HALCO # 12507 OR EQUAL	EA	\$
55	STANDARD LINE POST TOP CAP WITH LOOP, 1 7/8" X 1 5/8", PRESSED STEEL, GAL. MASTER HALCO # 12253, OR EQUAL	EA	\$
56	THREADED TRUSS ROD W/NUT, 3/8" DIA., 12 FOOT GAL. MASTER HALCO # 17903, OR EQUAL	EA	\$
57	180 DEG. INDUSTRIAL HINGE, 2 7/8" X 1 5/8" OR 1 7/8", PRESSED STEEL, GAV MASTER HALCO # 15603, OR EQUAL	EA	\$

58	FLAT TENSION BAR 3/16" X 3/4", 70" GAL MASTER HALCO # 13705 OR EQUAL	EA	\$
59	SMOOTH TENSION WIRE 11 GA, .85 ZINC COATING, MASTER HALCO # 23521, OR EQUAL	EA	\$
60	72", 2 "-11 GA, GBW CHAIN LINK FENCE FABRIC, BARB/KNUCKLE, MASTER HALCO # 55612 OR EQUAL	EA	\$
61	LINE POST, 1 7/8" O.D. 8'-6", DQ 40, GAV, MASTER HALCO # 33057, OR EQUAL	EA	\$
62	CORNER POST, 2 3/8" O.D., 8'-6", DQ 40 GALV. MASTER HALCO # 33078, OR EQUAL	EA	\$
63	GATE POST, 2 7/8" O.D. 9' DQ 40 GALV. MASTER HALCO # 33078, OR EQUAL	EA	\$
64	TOP RAIL, 1 5/8" X 21' DQ 40, PE GALV. MASTER HALCO # 33005, OR EQUAL	EA	\$
65	TOP RAIL SLEEVE, 1 5/8" X 6" GALV. MASTER HALCO # 12602, OR EQUAL	EA	\$
66	CAP, POST, 2 3/8", PRESSED STEEL, GALV. MASTER HALCO # 11604, OR EQUAL	EA	\$
67	CAP, POST, 2 7/8" PRESSED STEEL, GALV. MASTER HALCO # 11605	EA	\$
68	HOG RINGS, STEEL, 9 GAL, CLASS 3 .90 ZINC COATING, MASTER HALCO # 23602, OR EQUAL	EA	\$
69	FENCE TIES, ALUMINUM, 9 GLAV., 8 1/4" MASTER HALCO # 23553, OR EQUAL	EA	\$
70	Privacy Screen	SQ. FT.	\$
71	Privacy screen option- see attached	SQ. FT.	\$
72	Emergency Pricing	EA	\$
73	Tack weld all hardware	EA	\$
74	Rail Welded	LF	\$

75	All gates to require 4-6" opening fabed with round tubing at mid gate for daisy chaining purposes	EA	\$
<b>LOT D</b>			
<b>ITEM NUMBER</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>INSTALLED PRICE WEEKLY</b>
	<b>POST, CABLE AND MISCELLANEOUS ITEMS</b>		
76	TEMPORARY FENCING 6' X 12'	LF	\$
77	TEMPORARY FENCING 8' X 12'	LF	\$
78	PED-RAILS	LF	\$
79	Purchasing 6'x12' temp panels with stands (rod style uprights) and clamps	EA	\$
		UNIT	<b>INSTALLED PRICE MONTHLY</b>
80	TEMPORARY FENCING 6' X 12'	LF	
81	TEMPORARY FENCING 8' X 12'	LF	\$
82	PED-RAILS	LF	\$
83	Purchasing 6'x12' temp panels with stands (rod style uprights) and clamps	EA	\$
<b>LOT A</b>			
<b>ITEM NUMBER</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>MATERIALS ONLY PRICE</b>
	<b>CHAIN LINK</b>		
84	72 INCH CHAIN LINK FENCE 11 GAUGE	LF	\$
85	72 INCH CHAIN LINK FENCE 9 GAUGE	LF	\$
86	72 INCH CHAIN LINK FENCE 6 GAUGE	LF	\$
87	72 INCH CHAIN LINK FENCE (OPTION B)	LF	\$
88	72 INCH DOUBLE DRIVE GATE	LF	\$
89	72 INCH WALK GATE 11 GAUGE	LF	\$
90	72 INCH WALK GATE 9 GAUGE	LF	\$
91	72 INCH WALK GATE 6 GAUGE	LF	\$
92	BARBED WIRE WITH EXTENSIONS ARM	LF	\$
93	ADDITIONAL AMOUNT FOR CORNERS	EA	\$
94	ADDITIONAL AMOUNT FOR INTERMEDIATE BRACING	EA	\$
95	48 INCH CHAIN LINK FENCE 11 GAUGE	LF	\$
96	48 INCH CHAIN LINK FENCE 9 GAUGE	LF	\$
97	48 INCH CHAIN LINK FENCE 6 GAUGE	LF	\$

98	60 INCH CHAIN LINK FENCE 11 GAUGE	LF	\$
99	60 INCH CHAIN LINK FENCE 9 GAUGE	LF	\$
100	60 INCH CHAIN LINK FENCE 6 GAUGE	LF	\$
101	8 FOOT CHAIN LINK FENCE 11 GAUGE	LF	\$
102	8 FOOT CHAIN LINK FENCE 9 GAUGE	LF	\$
103	8 FOOT CHAIN LINK FENCE 6 GAUGE	LF	\$
104	12 FOOT CHAIN LINK FENCE 11 GAUGE	LF	\$
105	12 FOOT CHAIN LINK FENCE 9 GAUGE	LF	\$
106	12 FOOT CHAIN LINK FENCE 6 GAUGE	LF	\$
107	16 FOOT CHAIN LINK FENCE 11 GAUGE	LF	\$
108	16 FOOT CHAIN LINK FENCE 9 GAUGE	LF	\$
109	16 FOOT CHAIN LINK FENCE 6 GAUGE	LF	\$
110	72" DOUBLE DRIVE GATE - 5 FOOT 11 GAUGE	EA	\$
111	72" DOUBLE DRIVE GATE - 5 FOOT 9 GAUGE	EA	\$
112	72" DOUBLE DRIVE GATE - 5 FOOT 6 GAUGE	EA	\$
113	72 INCH WALK GATE - 5 FOOT 11 GAUGE	EA	\$
114	72 INCH WALK GATE - 5 FOOT 9 GAUGE	EA	\$
115	72 INCH WALK GATE - 5 FOOT 6 GAUGE	EA	\$
116	42 INCH CHAIN LINK WIDE PEDESTRIAN GATE 11 GAUGE	EA	\$
117	42 INCH CHAIN LINK WIDE PEDESTRIAN GATE 9 GAUGE	EA	\$
118	42 INCH CHAIN LINK WIDE PEDESTRIAN GATE 6 GAUGE	EA	\$
119	12' WIDE DOUBLE WING DRIVE GATE 11 GAUGE	EA	\$
120	12' WIDE DOUBLE WING DRIVE GATE 9 GAUGE	EA	\$
121	12' WIDE DOUBLE WING DRIVE GATE 6 GAUGE	EA	\$
122	MOW CURB-12" WIDE. 6" DEPTH WITH - 1 EACH # 4 REBAR. POST SET ON CENTER OF MOW CURB. 4500 p.s.i. CONCRETE.	LF	\$
123	Revision to gates to include all hardware in price on diverse sizes	EA	\$
124	Galvanized expanded steel fence	SQ. FT.	\$

LOT B			
ITEM NUMBER	ITEM DESCRIPTION	UNIT	MATERIALS ONLY PRICE
	<b>IRON FENCE</b>		
125	(STYLE) MONTAGE PLUS 3/4 INCH PICKET 6 FOOT X 12 FOOT IRON FENCE	LF	\$
126	(STYLE) MONTAGE PLUS 1 INCH PICKET 6 FOOT X 12 FOOT IRON FENCE	LF	\$
127	(STYLE) MONTAGE PLUS 3/4 INCH PICKET 6 FOOT TALL X 12 FOOT WIDE DOUBLE SWING GATES IRON FENCE	LF	\$
128	(STYLE) MONTAGE PLUS 1 INCH PICKET 6 FOOT TALL X 12 FOOT WIDE DOUBLE SWING GATES IRON FENCE	LF	\$
129	Paint Matching	SQ. FT.	\$
LOT C			
ITEM NUMBER	ITEM DESCRIPTION	UNIT	MATERIALS ONLY PRICE
	<b>POST, CABLE AND MISCELLANEOUS ITEMS</b>		
130	REGULAR TENSION BAND, 1 7/8", 14 GA X 3/4", PRESSED STEEL, GALVANIZED, MASTER HALCO # 10103, OR EQUAL	EA	\$
131	REGULAR TENSION BAND, 2 3/8", 14 GA X 3/4", PRESSED STEEL, GALVANIZED, MASTER HALCO # 10104, OR EQUAL	EA	\$
132	REGULAR TENSION BAND, 2 7/8", 14 GA X 3/4", PRESSED STEEL, GALVANIZED, MASTER HALCO # 10105, OR EQUAL	EA	\$
133	REGULAR TENSION BAND, 1 7/8", 12 GA X 3/4", PRESSED STEEL, GALVANIZED, MASTER HALCO # 10303, OR EQUAL	EA	\$
134	REGULAR TENSION BAND, 2 3/8", 12 GA X 3/4", PRESSED STEEL, GALVANIZED, MASTER HALCO # 10304, OR EQUAL	EA	\$



135	REGULAR TENSION BAND, 2 7/8", 12 GA X 3/4", PRESSED STEEL, GALVANIZED, MASTER HALCO # 10305, OR EQUAL	EA	\$
136	TOP RAIL-END CAP (ONE HOLE), 1 5/8" PRESSED STEEL, GALVANIZED, MASTER HALCO # 12506 OR EQUAL	EA	\$
137	TOP RAIL-END CAP (TWO HOLE), 1 5/8" PRESSED STEEL, GALVANIZED, MASTER HALCO # 12507 OR EQUAL	EA	\$
138	STANDARD LINE POST TOP CAP WITH LOOP, 1 7/8" X 1 5/8", PRESSED STEEL, GAL. MASTER HALCO # 12253, OR EQUAL	EA	\$
139	THREADED TRUSS ROD W/NUT, 3/8" DIA., 12 FOOT GAL. MASTER HALCO # 17903, OR EQUAL	EA	\$
140	180 DEG. INDUSTRIAL HINGE, 2 7/8" X 1 5/8" OR 1 7/8", PRESSED STEEL, GAV MASTER HALCO # 15603, OR EQUAL	EA	\$
141	FLAT TENSION BAR 3/16" X 3/4", 70" GAL MASTER HALCO # 13705 OR EQUAL	EA	\$
142	SMOOTH TENSION WIRE 11 GA, .85 ZINC COATING, MASTER HALCO # 23521, OR EQUAL	EA	\$
143	72", 2 "-11 GA, GBW CHAIN LINK FENCE FABRIC, BARB/KNUCKLE, MASTER HALCO # 55612 OR EQUAL	EA	\$
144	LINE POST, 1 7/8" O.D. 8'-6", DQ 40, GAV, MASTER HALCO # 33057, OR EQUAL	EA	\$
145	CORNER POST, 2 3/8" O.D., 8'-6", DQ 40 GALV. MASTER HALCO # 33078, OR EQUAL	EA	\$
146	GATE POST, 2 7/8" O.D. 9' DQ 40 GALV. MASTER HALCO # 33078, OR EQUAL	EA	\$
147	TOP RAIL, 1 5/8" X 21' DQ 40, PE GALV. MASTER HALCO # 33005, OR EQUAL	EA	\$
148	TOP RAIL SLEEVE, 1 5/8" X 6" GALV. MASTER HALCO # 12602, OR EQUAL	EA	\$
149	CAP, POST, 2 3/8", PRESSED STEEL, GALV. MASTER HALCO # 11604, OR EQUAL	EA	\$

150	CAP, POST, 2 7/8" PRESSED STEEL, GALV. MASTER HALCO # 11605	EA	\$
151	HOG RINGS, STEEL, 9 GAL, CLASS 3 .90 ZINC COATING, MASTER HALCO # 23602, OR EQUAL	EA	\$
152	FENCE TIES, ALUMINUM, 9 GLAV., 8 1/4" MASTER HALCO # 23553, OR EQUAL	EA	\$
153	Privacy Screen	SQ. FT.	\$
154	Privacy screen option- see attached	SQ. FT.	\$
155	Emergency Pricing	EA	\$
156	Tack weld all hardware	EA	\$
157	Rail Welded	LF	\$
158	All gates to require 4-6" opening fabed with round tubing at mid gate for daisy chaining purposes	EA	\$
<b>LOT D</b>			
<b>ITEM NUMBER</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>MATERIALS ONLY PRICE WEEKLY</b>
	<b>POST, CABLE AND MISCELLANEOUS ITEMS</b>		
159	TEMPORARY FENCING 6' X 12'	LF	\$
160	TEMPORARY FENCING 8' X 12'	LF	\$
161	PED-RAILS	LF	\$
162	Purchasing 6'x12' temp panels with stands (rod style uprights) and clamps	EA	\$
		<b>UNIT</b>	<b>MATERIALS ONLY PRICE MONTHLY</b>
163	TEMPORARY FENCING 6' X 12'	LF	
164	TEMPORARY FENCING 8' X 12'	LF	\$
165	PED-RAILS	LF	\$
166	Purchasing 6'x12' temp panels with stands (rod style uprights) and clamps	EA	\$

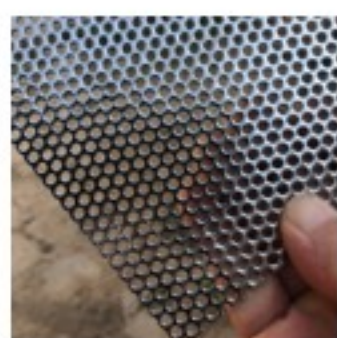
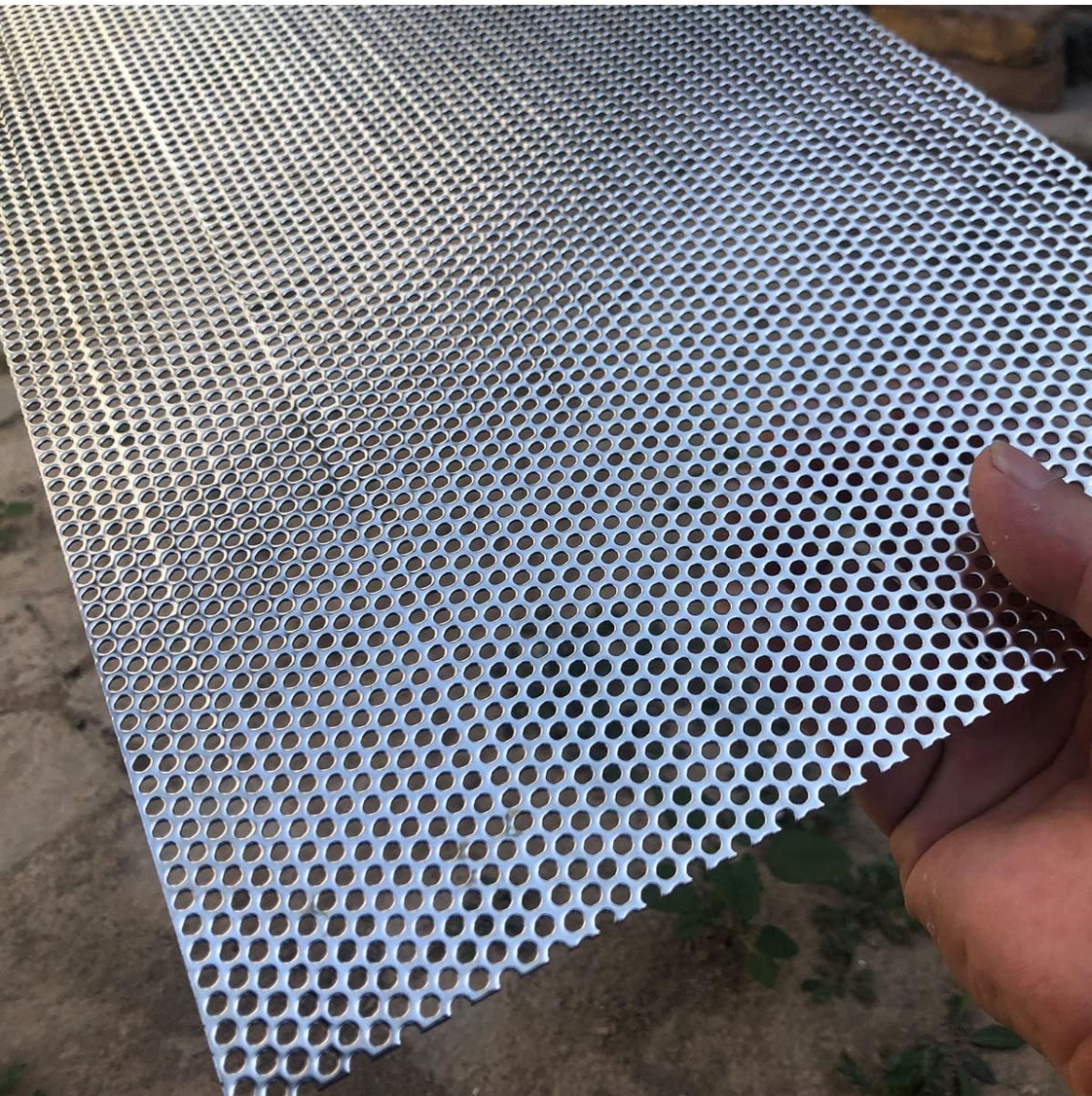


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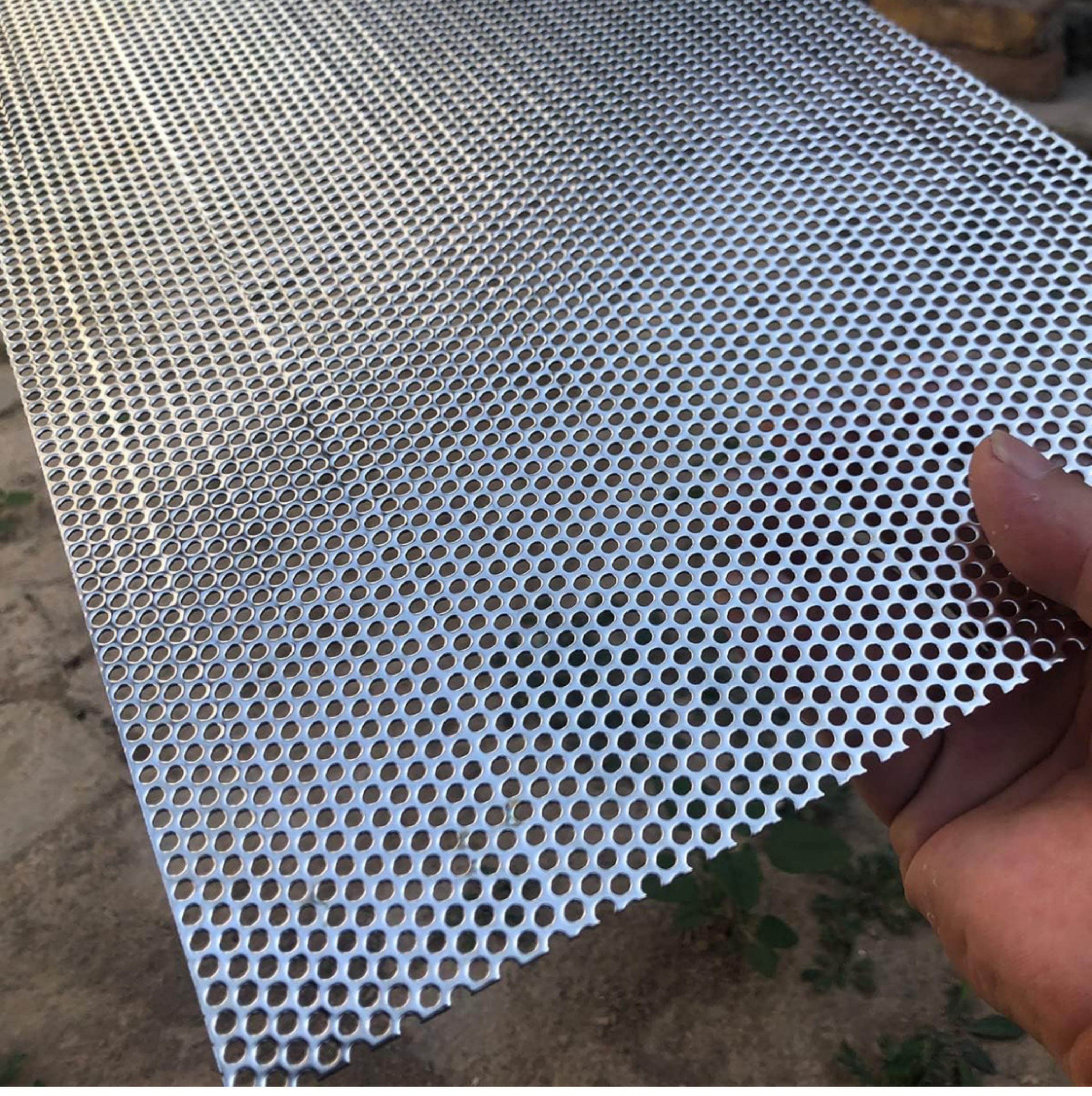


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## Product images









Brand: FengYoo

4.7 ★★★★★ 46

Perforated Metal Sheets-Expanded & Perforated Sheets-  
Perforated Stainless Steel Sheet-20GA 0.12" Hole (About  
3mm) 19.6" X9.8"-Metal Mesh Sheet for Ventilation and  
Fume Filtration





Perforated Metal Sheets-Expanded & Perforated Sheets-  
Perforated Stainless Steel Sheet-20GA 0.12" Hole (About  
3mm) 19.6" X9.8"-Metal Mesh Sheet for Ventilation and  
Fume Filtration





**City of North Las Vegas**  
**BID B-1739 Citywide Fencing**  
Pre-bid Meeting held on October 8, 2024 at 10:00am  
via a Google Meet conference call  
Conference Call Attendees

**City of North Las Vegas**

Joy Yoshida, Senior Buyer, Purchasing Division  
Maria (Mhalou) Consengco, Buyer, Purchasing Division  
Belia Guzman, Buyer, Purchasing Division  
Scott Krueth, Manager Infrastructure Maintenance, Public Works

**Vendors**

Aimee Goodwin  
CMMCM LLC dba Muller Construction  
2133 Industrial Rd  
Las Vegas, NV 89102  
Phone: 702-832-1111  
Email: agoodwin@mullerlv.com

Jelindo Tiberti II  
RedStar Fence Company  
4755 W. Dewey Dr.  
Las Vegas, NV 89118  
Phone: 702-733-7827  
Email: jelindo@redsarfence.com

Exhibit B

Bid

Please see attached page(s)



**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1739 Citywide Fencing  
REVISED EXHIBIT A  
BID SUBMITTAL SHEET**

LOT A			
ITEM NUMBER	ITEM DESCRIPTION	UNIT	INSTALLED PRICE
	<b>CHAIN LINK</b>		
1	72 INCH CHAIN LINK FENCE 11 GAUGE	LF	\$ 20.00
2	72 INCH CHAIN LINK FENCE 9 GAUGE	LF	\$ 23.00
3	72 INCH CHAIN LINK FENCE 6 GAUGE	LF	\$ 32.00
4	72 INCH CHAIN LINK FENCE (OPTION B)	LF	\$ 18.00
5	72 INCH DOUBLE DRIVE GATE	LF	\$ 75.00
6	72 INCH WALK GATE 11 GAUGE	LF	\$ 80.00
7	72 INCH WALK GATE 9 GAUGE	LF	\$ 85.00
8	72 INCH WALK GATE 6 GAUGE	LF	\$ 100.00
9	BARBED WIRE WITH EXTENSIONS ARM	LF	\$ 22.00
10	ADDITIONAL AMOUNT FOR CORNERS	EA	\$ 55.00
11	ADDITIONAL AMOUNT FOR INTERMEDIATE BRACING	EA	\$ 100.00
12	48 INCH CHAIN LINK FENCE 11 GAUGE	LF	\$ 15.00
13	48 INCH CHAIN LINK FENCE 9 GAUGE	LF	\$ 17.50
14	48 INCH CHAIN LINK FENCE 6 GAUGE	LF	\$ 23.50
15	60 INCH CHAIN LINK FENCE 11 GAUGE	LF	\$ 17.50
16	60 INCH CHAIN LINK FENCE 9 GAUGE	LF	\$ 22.00
17	60 INCH CHAIN LINK FENCE 6 GAUGE	LF	\$ 30.00
18	8 FOOT CHAIN LINK FENCE 11 GAUGE	LF	\$ 24.00
19	8 FOOT CHAIN LINK FENCE 9 GAUGE	LF	\$ 28.00
20	8 FOOT CHAIN LINK FENCE 6 GAUGE	LF	\$ 40.00
21	12 FOOT CHAIN LINK FENCE 11 GAUGE	LF	\$ 34.00
22	12 FOOT CHAIN LINK FENCE 9 GAUGE	LF	\$ 39.00
23	12 FOOT CHAIN LINK FENCE 6 GAUGE	LF	\$ 52.00
24	16 FOOT CHAIN LINK FENCE 11 GAUGE	LF	\$ 42.00
25	16 FOOT CHAIN LINK FENCE 9 GAUGE	LF	\$ 48.00
26	16 FOOT CHAIN LINK FENCE 6 GAUGE	LF	\$ 64.00
27	72" DOUBLE DRIVE GATE - 5 FOOT 11 GAUGE	EA	\$ 490.00
28	72" DOUBLE DRIVE GATE - 5 FOOT 9 GAUGE	EA	\$ 540.00

29	72" DOUBLE DRIVE GATE - 5 FOOT 6 GAUGE	EA	\$ 640.00
30	72 INCH WALK GATE - 5 FOOT 11 GAUGE	EA	\$ 450.00
31	72 INCH WALK GATE - 5 FOOT 9 GAUGE	EA	\$ 490.00
32	72 INCH WALK GATE - 5 FOOT 6 GAUGE	EA	\$ 580.00
33	42 INCH CHAIN LINK WIDE PEDESTRIAN GATE 11 GAUGE	EA	\$ 375.00
34	42 INCH CHAIN LINK WIDE PEDESTRIAN GATE 9 GAUGE	EA	\$ 400.00
35	42 INCH CHAIN LINK WIDE PEDESTRIAN GATE 6 GAUGE	EA	\$ 475.00
36	12' WIDE DOUBLE WING DRIVE GATE 11 GAUGE	EA	\$ 850.00
37	12' WIDE DOUBLE WING DRIVE GATE 9 GAUGE	EA	\$ 950.00
38	12' WIDE DOUBLE WING DRIVE GATE 6 GAUGE	EA	\$ 1,300.00
39	MOW CURB-12" WIDE. 6" DEPTH WITH - 1 EACH # 4 REBAR. POST SET ON CENTER OF MOW CURB. 4500 p.s.i. CONCRETE.	LF	\$ 40.00
40	Revision to gates to include all hardware in price on diverse sizes	EA	\$ 350.00
41	Galvanized expanded steel fence	SQ. FT.	\$ 30.00
<b>LOT B</b>			
<b>ITEM NUMBER</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>INSTALLED PRICE</b>
	<b>IRON FENCE</b>		
42	(STYLE) MONTAGE PLUS 3/4 INCH PICKET 6 FOOT X 12 FOOT IRON FENCE	LF	\$ 100.00
43	(STYLE) MONTAGE PLUS 1 INCH PICKET 6 FOOT X 12 FOOT IRON FENCE	LF	\$ 120.00
44	(STYLE) MONTAGE PLUS 3/4 INCH PICKET 6 FOOT TALL X 12 FOOT WIDE DOUBLE SWING GATES IRON FENCE	LF	\$ 150.00
45	(STYLE) MONTAGE PLUS 1 INCH PICKET 6 FOOT TALL X 12 FOOT WIDE DOUBLE SWING GATES IRON FENCE	LF	\$ 2,400.00

46	Paint Matching	SQ. FT.	\$ 4.00
<b>LOT C</b>			
<b>ITEM NUMBER</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>INSTALLED PRICE</b>
	<b>POST, CABLE AND MISCELLANEOUS ITEMS</b>		
47	REGULAR TENSION BAND, 1 7/8", 14 GA X 3/4", PRESSED STEEL, GALVANIZED, MASTER HALCO # 10103, OR EQUAL	EA	\$ 0.75
48	REGULAR TENSION BAND, 2 3/8", 14 GA X 3/4", PRESSED STEEL, GALVANIZED, MASTER HALCO # 10104, OR EQUAL	EA	\$ 0.85
49	REGULAR TENSION BAND, 2 7/8", 14 GA X 3/4", PRESSED STEEL, GALVANIZED, MASTER HALCO # 10105, OR EQUAL	EA	\$ 0.90
50	REGULAR TENSION BAND, 1 7/8", 12 GA X 3/4", PRESSED STEEL, GALVANIZED, MASTER HALCO # 10303, OR EQUAL	EA	\$ 0.80
51	REGULAR TENSION BAND, 2 3/8", 12 GA X 3/4", PRESSED STEEL, GALVANIZED, MASTER HALCO # 10304, OR EQUAL	EA	\$ 0.75
52	REGULAR TENSION BAND, 2 7/8", 12 GA X 3/4", PRESSED STEEL, GALVANIZED, MASTER HALCO # 10305, OR EQUAL	EA	\$ 0.75
53	TOP RAIL-END CAP (ONE HOLE), 1 5/8" PRESSED STEEL, GALVANIZED, MASTER HALCO # 12506 OR EQUAL	EA	\$ 1.25
54	TOP RAIL-END CAP (TWO HOLE), 1 5/8" PRESSED STEEL, GALVANIZED, MASTER HALCO # 12507 OR EQUAL	EA	\$ 1.00
55	STANDARD LINE POST TOP CAP WITH LOOP, 1 7/8" X 1 5/8", PRESSED STEEL, GAL. MASTER HALCO # 12253, OR EQUAL	EA	\$ 1.25
56	THREADED TRUSS ROD W/NUT, 3/8" DIA., 12 FOOT GAL. MASTER HALCO # 17903, OR EQUAL	EA	\$ 10.00
57	180 DEG. INDUSTRIAL HINGE, 2 7/8" X 1 5/8" OR 1 7/8", PRESSED STEEL, GAV MASTER HALCO # 15603, OR EQUAL	EA	\$ 25.00

58	FLAT TENSION BAR 3/16" X 3/4", 70" GAL MASTER HALCO # 13705 OR EQUAL	EA	\$ 2.50
59	SMOOTH TENSION WIRE 11 GA, .85 ZINC COATING, MASTER HALCO # 23521, OR EQUAL	EA	\$ 1.00
60	72", 2 "-11 GA, GBW CHAIN LINK FENCE FABRIC, BARB/KNUCKLE, MASTER HALCO # 55612 OR EQUAL	EA	\$ 10.00
61	LINE POST, 1 7/8" O.D. 8'-6", DQ 40, GAV, MASTER HALCO # 33057, OR EQUAL	EA	\$ 90.00
62	CORNER POST, 2 3/8" O.D., 8'-6", DQ 40 GALV. MASTER HALCO # 33078, OR EQUAL	EA	\$ 135.00
63	GATE POST, 2 7/8" O.D. 9' DQ 40 GALV. MASTER HALCO # 33078, OR EQUAL	EA	\$ 175.00
64	TOP RAIL, 1 5/8" X 21' DQ 40, PE GALV. MASTER HALCO # 33005, OR EQUAL	EA	\$ 52.50
65	TOP RAIL SLEEVE, 1 5/8" X 6" GALV. MASTER HALCO # 12602, OR EQUAL	EA	\$ 2.00
66	CAP, POST, 2 3/8", PRESSED STEEL, GALV. MASTER HALCO # 11604, OR EQUAL	EA	\$ 1.50
67	CAP, POST, 2 7/8" PRESSED STEEL, GALV. MASTER HALCO # 11605	EA	\$ 1.75
68	HOG RINGS, STEEL, 9 GAL, CLASS 3 .90 ZINC COATING, MASTER HALCO # 23602, OR EQUAL	EA	\$ 0.05
69	FENCE TIES, ALUMINUM, 9 GLAV., 8 1/4" MASTER HALCO # 23553, OR EQUAL	EA	\$ 0.05
70	Privacy Screen	SQ. FT.	\$ 30.00
71	Privacy screen option- see attached	SQ. FT.	\$ 35.00
72	Emergency Pricing	EA	\$ 800.00
73	Tack weld all hardware	EA	\$ 150.00
74	Rail Welded	LF	\$ 10.00

75	All gates to require 4-6" opening fabed with round tubing at mid gate for daisy chaining purposes	EA	\$ 250.00
<b>LOT D</b>			
<b>ITEM NUMBER</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>INSTALLED PRICE WEEKLY</b>
	<b>POST, CABLE AND MISCELLANEOUS ITEMS</b>		
76	TEMPORARY FENCING 6' X 12'	LF	\$ 1.50
77	TEMPORARY FENCING 8' X 12'	LF	\$ 2.00
78	PED-RAILS	LF	\$ 1.50
79	Purchasing 6'x12' temp panels with stands (rod style uprights) and clamps	EA	\$ 220.00
		<b>UNIT</b>	<b>INSTALLED PRICE MONTHLY</b>
80	TEMPORARY FENCING 6' X 12'	LF	2.25
81	TEMPORARY FENCING 8' X 12'	LF	\$ 3.00
82	PED-RAILS	LF	\$ 4.00
83	Purchasing 6'x12' temp panels with stands (rod style uprights) and clamps	EA	\$ 220.00
<b>LOT A</b>			
<b>ITEM NUMBER</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>MATERIALS ONLY PRICE</b>
	<b>CHAIN LINK</b>		
84	72 INCH CHAIN LINK FENCE 11 GAUGE	LF	\$ 3.00
85	72 INCH CHAIN LINK FENCE 9 GAUGE	LF	\$ 3.75
86	72 INCH CHAIN LINK FENCE 6 GAUGE	LF	\$ 8.00
87	72 INCH CHAIN LINK FENCE (OPTION B)	LF	\$ 3.50
88	72 INCH DOUBLE DRIVE GATE	LF	\$ 650.00
89	72 INCH WALK GATE 11 GAUGE	LF	\$ 450.00
90	72 INCH WALK GATE 9 GAUGE	LF	\$ 500.00
91	72 INCH WALK GATE 6 GAUGE	LF	\$ 750.00
92	BARBED WIRE WITH EXTENSIONS ARM	LF	\$ 5.00
93	ADDITIONAL AMOUNT FOR CORNERS	EA	\$ 75.00
94	ADDITIONAL AMOUNT FOR INTERMEDIATE BRACING	EA	\$ 75.00
95	48 INCH CHAIN LINK FENCE 11 GAUGE	LF	\$ 2.50
96	48 INCH CHAIN LINK FENCE 9 GAUGE	LF	\$ 3.00
97	48 INCH CHAIN LINK FENCE 6 GAUGE	LF	\$ 5.50

98	60 INCH CHAIN LINK FENCE 11 GAUGE	LF	\$ 3.00
99	60 INCH CHAIN LINK FENCE 9 GAUGE	LF	\$ 3.75
100	60 INCH CHAIN LINK FENCE 6 GAUGE	LF	\$ 6.50
101	8 FOOT CHAIN LINK FENCE 11 GAUGE	LF	\$ 4.00
102	8 FOOT CHAIN LINK FENCE 9 GAUGE	LF	\$ 5.00
103	8 FOOT CHAIN LINK FENCE 6 GAUGE	LF	\$ 9.00
104	12 FOOT CHAIN LINK FENCE 11 GAUGE	LF	\$ 9.00
105	12 FOOT CHAIN LINK FENCE 9 GAUGE	LF	\$ 12.00
106	12 FOOT CHAIN LINK FENCE 6 GAUGE	LF	\$ 20.00
107	16 FOOT CHAIN LINK FENCE 11 GAUGE	LF	\$ 12.00
108	16 FOOT CHAIN LINK FENCE 9 GAUGE	LF	\$ 16.00
109	16 FOOT CHAIN LINK FENCE 6 GAUGE	LF	\$ 28.00
110	72" DOUBLE DRIVE GATE - 5 FOOT 11 GAUGE	EA	\$ 650.00
111	72" DOUBLE DRIVE GATE - 5 FOOT 9 GAUGE	EA	\$ 700.00
112	72" DOUBLE DRIVE GATE - 5 FOOT 6 GAUGE	EA	\$ 950.00
113	72 INCH WALK GATE - 5 FOOT 11 GAUGE	EA	\$ 450.00
114	72 INCH WALK GATE - 5 FOOT 9 GAUGE	EA	\$ 500.00
115	72 INCH WALK GATE - 5 FOOT 6 GAUGE	EA	\$ 750.00
116	42 INCH CHAIN LINK WIDE PEDESTRIAN GATE 11 GAUGE	EA	\$ 400.00
117	42 INCH CHAIN LINK WIDE PEDESTRIAN GATE 9 GAUGE	EA	\$ 450.00
118	42 INCH CHAIN LINK WIDE PEDESTRIAN GATE 6 GAUGE	EA	\$ 650.00
119	12' WIDE DOUBLE WING DRIVE GATE 11 GAUGE	EA	\$ 750.00
120	12' WIDE DOUBLE WING DRIVE GATE 9 GAUGE	EA	\$ 825.00
121	12' WIDE DOUBLE WING DRIVE GATE 6 GAUGE	EA	\$ 1,200.00
122	MOW CURB-12" WIDE. 6" DEPTH WITH - 1 EACH # 4 REBAR. POST SET ON CENTER OF MOW CURB. 4500 p.s.i. CONCRETE.	LF	\$ 40.00
123	Revision to gates to include all hardware in price on diverse sizes	EA	\$ 200.00
124	Galvanized expanded steel fence	SQ. FT.	\$ 30.00

LOT B			
ITEM NUMBER	ITEM DESCRIPTION	UNIT	MATERIALS ONLY PRICE
	<b>IRON FENCE</b>		
125	(STYLE) MONTAGE PLUS 3/4 INCH PICKET 6 FOOT X 12 FOOT IRON FENCE	LF	\$ 50.00
126	(STYLE) MONTAGE PLUS 1 INCH PICKET 6 FOOT X 12 FOOT IRON FENCE	LF	\$ 65.00
127	(STYLE) MONTAGE PLUS 3/4 INCH PICKET 6 FOOT TALL X 12 FOOT WIDE DOUBLE SWING GATES IRON FENCE	LF	\$ 75.00
128	(STYLE) MONTAGE PLUS 1 INCH PICKET 6 FOOT TALL X 12 FOOT WIDE DOUBLE SWING GATES IRON FENCE	LF	\$ 95.00
129	Paint Matching	SQ. FT.	\$ 5.00
LOT C			
ITEM NUMBER	ITEM DESCRIPTION	UNIT	MATERIALS ONLY PRICE
	<b>POST, CABLE AND MISCELLANEOUS ITEMS</b>		
130	REGULAR TENSION BAND, 1 7/8", 14 GA X 3/4", PRESSED STEEL, GALVANIZED, MASTER HALCO # 10103, OR EQUAL	EA	\$ 0.50
131	REGULAR TENSION BAND, 2 3/8", 14 GA X 3/4", PRESSED STEEL, GALVANIZED, MASTER HALCO # 10104, OR EQUAL	EA	\$ 0.55
132	REGULAR TENSION BAND, 2 7/8", 14 GA X 3/4", PRESSED STEEL, GALVANIZED, MASTER HALCO # 10105, OR EQUAL	EA	\$ 0.60
133	REGULAR TENSION BAND, 1 7/8", 12 GA X 3/4", PRESSED STEEL, GALVANIZED, MASTER HALCO # 10303, OR EQUAL	EA	\$ 0.50
134	REGULAR TENSION BAND, 2 3/8", 12 GA X 3/4", PRESSED STEEL, GALVANIZED, MASTER HALCO # 10304, OR EQUAL	EA	\$ 0.55

135	REGULAR TENSION BAND, 2 7/8", 12 GA X 3/4", PRESSED STEEL, GALVANIZED, MASTER HALCO # 10305, OR EQUAL	EA	\$ 0.60
136	TOP RAIL-END CAP (ONE HOLE), 1 5/8" PRESSED STEEL, GALVANIZED, MASTER HALCO # 12506 OR EQUAL	EA	\$ 1.00
137	TOP RAIL-END CAP (TWO HOLE), 1 5/8" PRESSED STEEL, GALVANIZED, MASTER HALCO # 12507 OR EQUAL	EA	\$ 1.25
138	STANDARD LINE POST TOP CAP WITH LOOP, 1 7/8" X 1 5/8", PRESSED STEEL, GAL. MASTER HALCO # 12253, OR EQUAL	EA	\$ 1.50
139	THREADED TRUSS ROD W/NUT, 3/8" DIA., 12 FOOT GAL. MASTER HALCO # 17903, OR EQUAL	EA	\$ 15.00
140	180 DEG. INDUSTRIAL HINGE, 2 7/8" X 1 5/8" OR 1 7/8", PRESSED STEEL, GAV MASTER HALCO # 15603, OR EQUAL	EA	\$ 25.00
141	FLAT TENSION BAR 3/16" X 3/4", 70" GAL MASTER HALCO # 13705 OR EQUAL	EA	\$ 2.50
142	SMOOTH TENSION WIRE 11 GA, .85 ZINC COATING, MASTER HALCO # 23521, OR EQUAL	EA	\$ 0.10
143	72", 2 "-11 GA, GBW CHAIN LINK FENCE FABRIC, BARB/KNUCKLE, MASTER HALCO # 55612 OR EQUAL	EA	\$ 4.00
144	LINE POST, 1 7/8" O.D. 8'-6", DQ 40, GAV, MASTER HALCO # 33057, OR EQUAL	EA	\$ 55.00
145	CORNER POST, 2 3/8" O.D., 8'-6", DQ 40 GALV. MASTER HALCO # 33078, OR EQUAL	EA	\$ 75.00
146	GATE POST, 2 7/8" O.D. 9' DQ 40 GALV. MASTER HALCO # 33078, OR EQUAL	EA	\$ 95.00
147	TOP RAIL, 1 5/8" X 21' DQ 40, PE GALV. MASTER HALCO # 33005, OR EQUAL	EA	\$ 45.00
148	TOP RAIL SLEEVE, 1 5/8" X 6" GALV. MASTER HALCO # 12602, OR EQUAL	EA	\$ 2.00
149	CAP, POST, 2 3/8", PRESSED STEEL, GALV. MASTER HALCO # 11604, OR EQUAL	EA	\$ 2.00



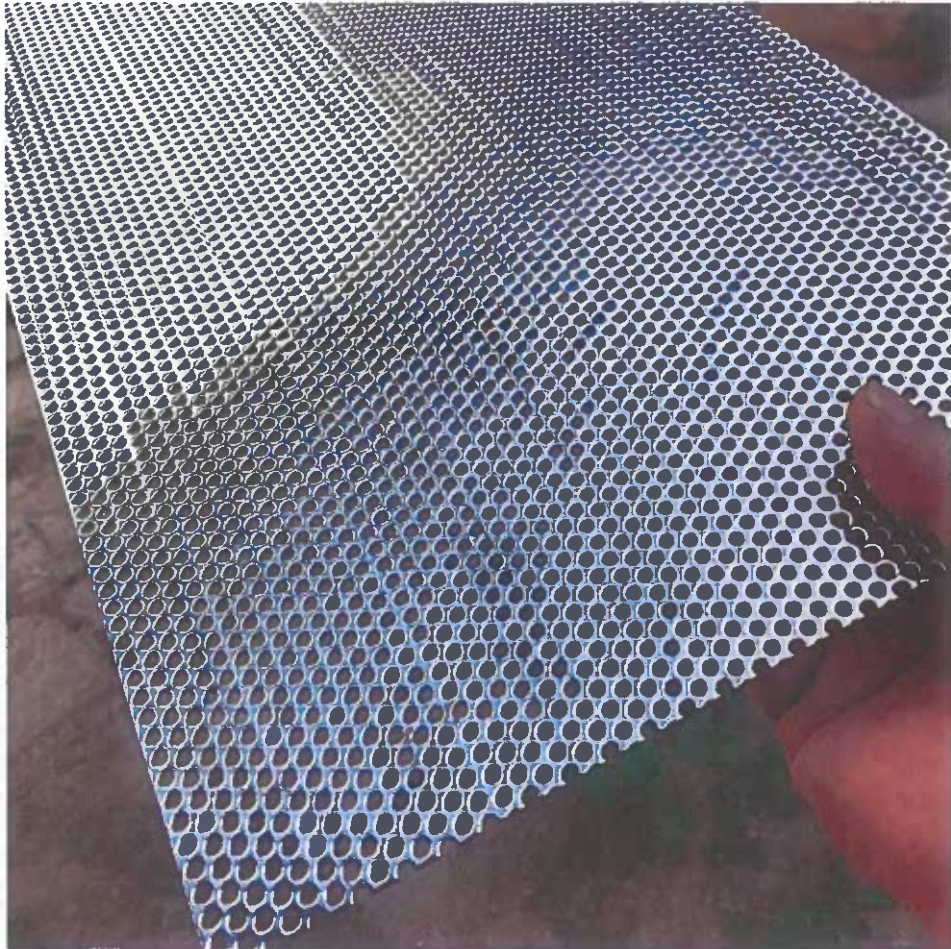
150	CAP, POST, 2 7/8" PRESSED STEEL, GALV. MASTER HALCO # 11605	EA	\$ 2.50
151	HOG RINGS, STEEL, 9 GAL, CLASS 3 .90 ZINC COATING, MASTER HALCO # 23602, OR EQUAL	EA	\$ 0.05
152	FENCE TIES, ALUMINUM, 9 GLAV., 8 1/4" MASTER HALCO # 23553, OR EQUAL	EA	\$ 30.00
153	Privacy Screen	SQ. FT.	\$ 35.00
154	Privacy screen option- see attached	SQ. FT.	\$ 40.00
155	Emergency Pricing	EA	\$ 800.00
156	Tack weld all hardware	EA	\$ 125.00
157	Rail Welded	LF	\$ 10.00
158	All gates to require 4-6" opening fabed with round tubing at mid gate for daisy chaining purposes	EA	\$ 250.00
<b>LOT D</b>			
<b>ITEM NUMBER</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>MATERIALS ONLY PRICE WEEKLY</b>
	<b>POST, CABLE AND MISCELLANEOUS ITEMS</b>		
159	TEMPORARY FENCING 6' X 12'	LF	\$ 1.50
160	TEMPORARY FENCING 8' X 12'	LF	\$ 2.00
161	PED-RAILS	LF	\$ 1.50
162	Purchasing 6'x12' temp panels with stands (rod style uprights) and clamps	EA	\$ 220.00
		<b>UNIT</b>	<b>MATERIALS ONLY PRICE MONTHLY</b>
163	TEMPORARY FENCING 6' X 12'	LF	2.00
164	TEMPORARY FENCING 8' X 12'	LF	\$ 3.00
165	PED-RAILS	LF	\$ 4.00
166	Purchasing 6'x12' temp panels with stands (rod style uprights) and clamps	EA	\$ 220.00

8:21

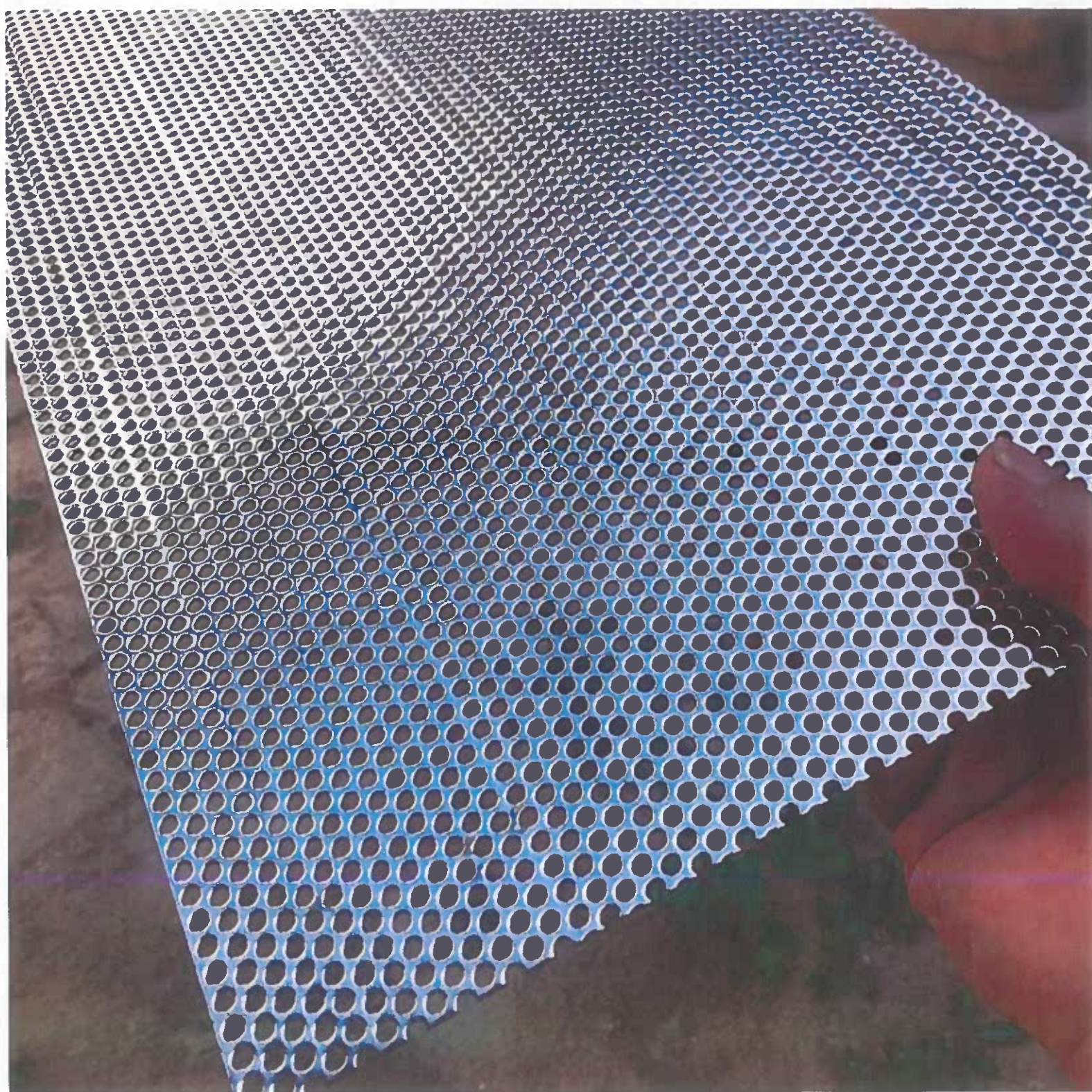


Cancel

Product images





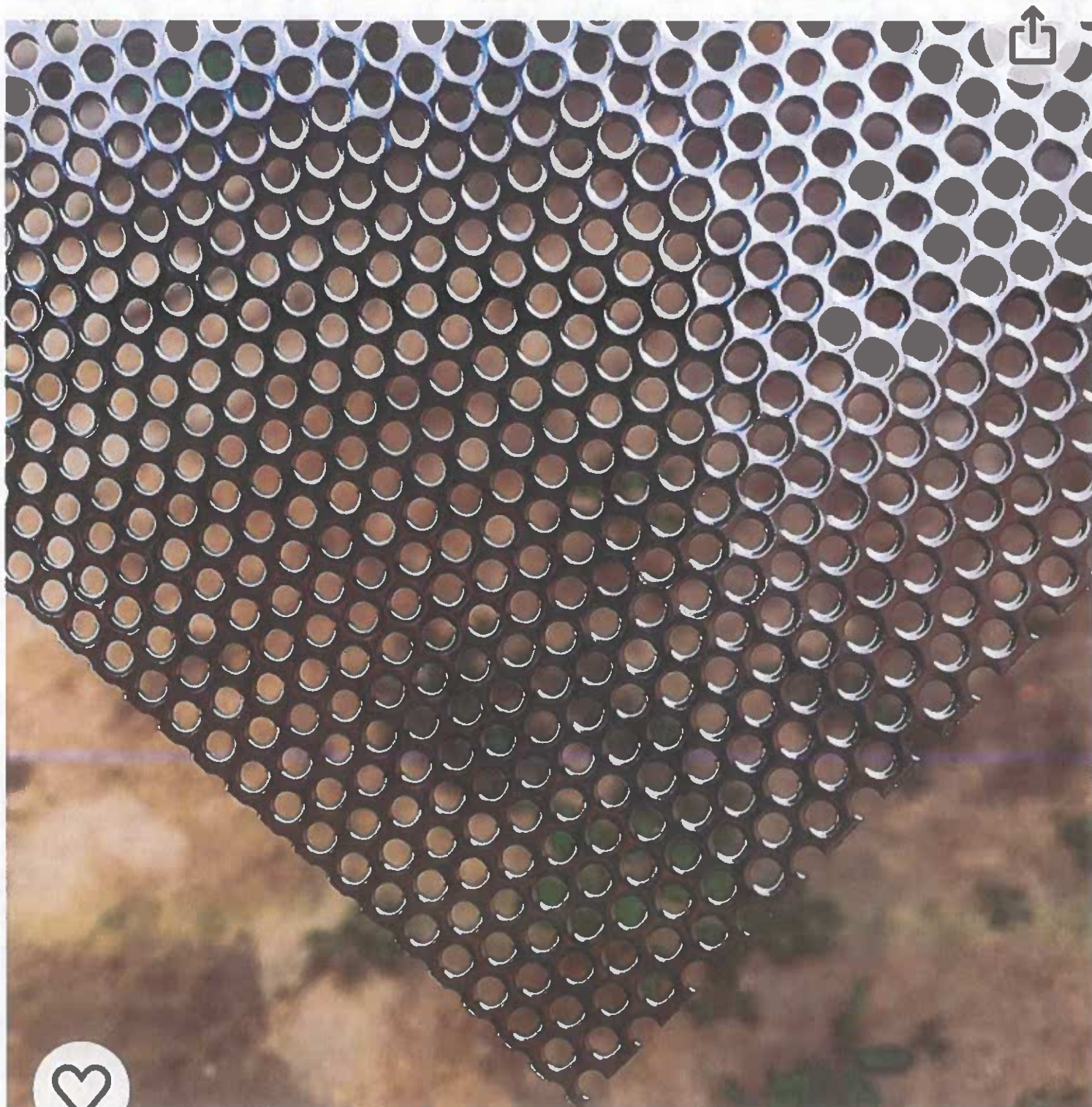




Brand: FengYoo

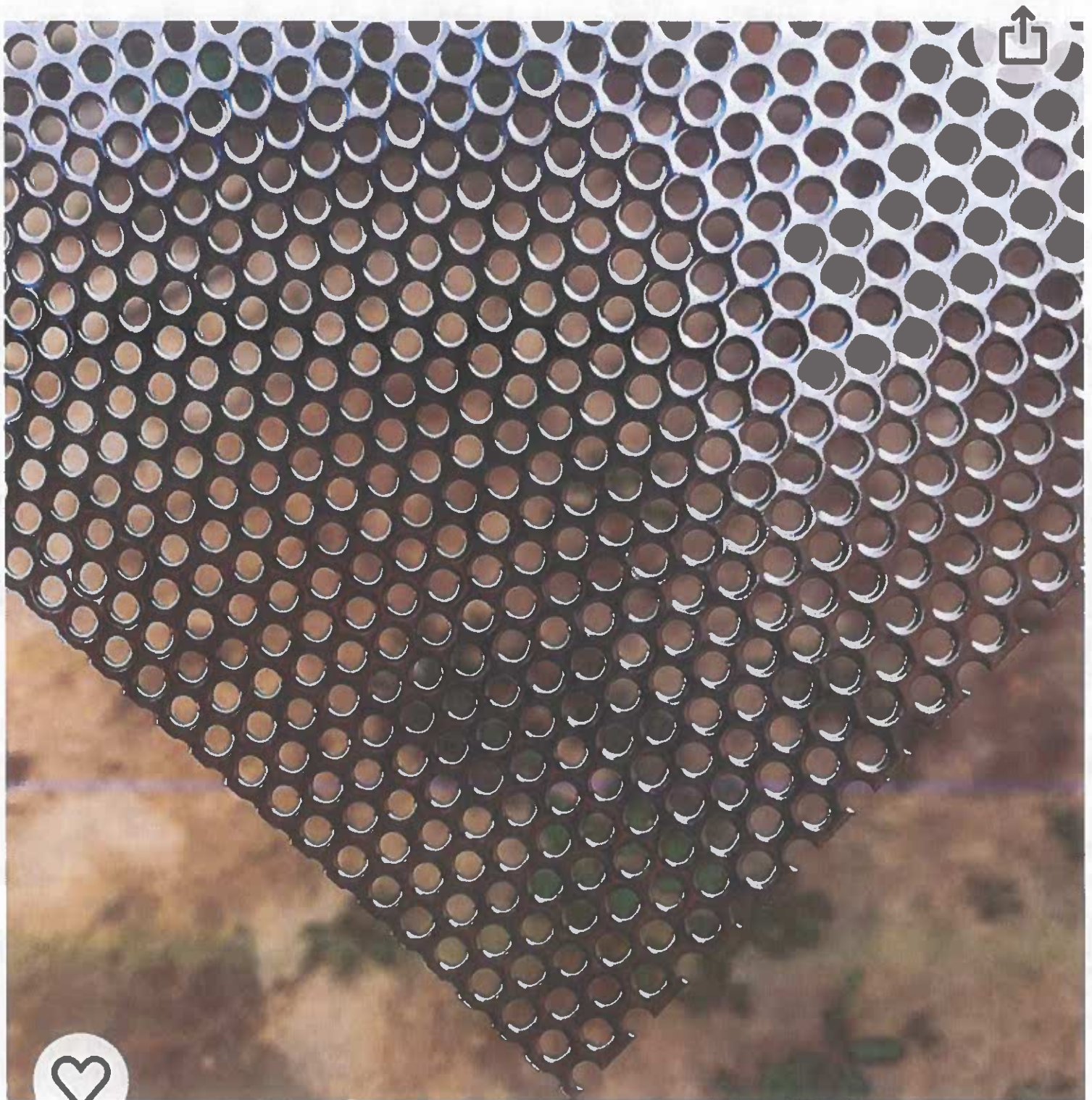
4.7 ★★★★★ 46

Perforated Metal Sheets-Expanded & Perforated Sheets-  
Perforated Stainless Steel Sheet-20GA 0.12" Hole (About  
3mm) 19.6" X9.8"-Metal Mesh Sheet for Ventilation and  
Fume Filtration





Perforated Metal Sheets-Expanded & Perforated Sheets-  
Perforated Stainless Steel Sheet-20GA 0.12" Hole (About  
3mm) 19.6" X9.8"-Metal Mesh Sheet for Ventilation and  
Fume Filtration



**City of North Las Vegas**  
**BID B-1739 Citywide Fencing**  
Pre-bid Meeting held on October 8, 2024 at 10:00am  
via a Google Meet conference call  
Conference Call Attendees

**City of North Las Vegas**

Joy Yoshida, Senior Buyer, Purchasing Division  
Maria (Mhalou) Consengco, Buyer, Purchasing Division  
Belia Guzman, Buyer, Purchasing Division  
Scott Krueth, Manager Infrastructure Maintenance, Public Works

**Vendors**

Aimee Goodwin  
CMMCM LLC dba Muller Construction  
2133 Industrial Rd  
Las Vegas, NV 89102  
Phone: 702-832-1111  
Email: [agoodwin@mullerlv.com](mailto:agoodwin@mullerlv.com)

Jelindo Tiberti II  
RedStar Fence Company  
4755 W. Dewey Dr.  
Las Vegas, NV 89118  
Phone: 702-733-7827  
Email: [jelindo@redsarfence.com](mailto:jelindo@redsarfence.com)

CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1739 Citywide Fencing

EXHIBIT B  
OFFER STATEMENT AND BUSINESS INFORMATION

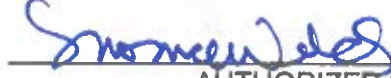
This Bid is submitted in response to **BID B-1739 Citywide Fencing** and constitutes an offer by this company to enter into a contract as described herein.

Monica Welch

The Tiberti Company LLC DBA The Tiberti Fence Company

AUTHORIZED SIGNATURE NAME (TYPE OR PRINT)

LEGAL NAME OF RESPONDENT



10/29/24

AUTHORIZED SIGNATURE

DATE

Director of Operations

702-382-7070

702-220-7070

TITLE

TELEPHONE NUMBER

FAX NUMBER

4975 Rogers Street

ADDRESS OF RESPONDENT

Las Vegas

Nevada

89118

CITY

STATE

ZIP CODE

E-MAIL ADDRESS:

mwelch@tiberti.com

CNLV-BUSINESS LICENSE NO: 2002015-023-140

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

**FOR INFORMATIONAL PURPOSES ONLY**

Is this Respondent a Minority, Women or Disabled Veteran Business Enterprise?

☐ No ☐ Yes If YES specify ☐ MBE ☐ WBE ☐ DVBE

Has this Respondent been certified as a Minority, Women or Disabled Veteran Business Enterprise?

☐ No ☐ Yes If YES specify Certifying Agency \_\_\_\_\_

Please attach a copy of your certification.

**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1739 Citywide Fencing  
EXHIBIT C  
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.

The Tiberti Fence Company was established in 1955 by JA Tiberti and has been the

premiere fence company in Southern Nevada for nearly 70 years. We are a full service

fence company specializing in chain link and ornamental iron and as the largest fence company

in the state we have a 75,000 square foot materials yard capable of holding enough

material to accomodate any size project.

Tiberti Fence is known for its stability and commitment to integrity as well as investment in

the positive growth of our community. Our long history, pledge to excellence and extensive knowledge of the fence industry results in a quality workmanship, performed on-schedule and on-budget.

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: Core West Inc.

Company Address: 7150 Cascade Valley Court Las Vegas, NV 89128

Point of Contact: Brandon Brumble Phone Number: 702-501-1790

E-Mail Address: brandinbumble@coreconstruction.com

Brief Description of Contract Scope: Iron Security Gates

Term of Contract (Base plus Option Years): 1

Year of Base Contract Award: 2023 Year Contract Completed: 2024

Base Contract Amount: \$ \$121,000.00 Total Contract Amount (including all option years) \$ 121,000.00

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-1739 Citywide Fencing  
EXHIBIT C- QUALIFICATIONS AND EXPERIENCE OF RESPONDENT (Continued)**

**Example Contract 2:**

Company Name: Tab Constructors, Inc,  
Company Address: 6600 Amelia Earhart Ct #B Las Vegas, NV  
Point of Contact: Ian Wale Phone Number: 702-643-3331  
E-Mail Address: iwale@nclasvegas.com  
Brief Description of Contract Scope: Installation of Iron Fencing and Iron Gates  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Term of Contract (Base plus Option Years): 1  
Year of Base Contract Award: 2023 Year Contract Completed: 2024  
Base Contract Amount: \$ 276,220.00 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:** Korte Company

Company Name: \_\_\_\_\_  
Company Address: 9225 West Flamingo Rd. Las Vegas, NV 89147  
Point of Contact: Bret Muri Phone Number: 702-228-9551  
E-Mail Address: Bret.Muri@korteco.com  
Brief Description of Contract Scope: Fencing and Gates  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Term of Contract (Base plus Option Years): 3 years  
Year of Base Contract Award: 2022 Year Contract Completed: 2024  
Base Contract Amount: \$ 70,000.00 Total Contract Amount (including all option years) \$ 70,000.00  
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)**

2/1A

CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1739 Citywide Fencing  
EXHIBIT D – 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

*Honors Community of Choice*

**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1739 Citywide Fencing  
EXHIBIT E- Non-Collusion Affidavit**

State of Nevada County of Clark

Dorian Vaughn being first duly sworn deposes that:

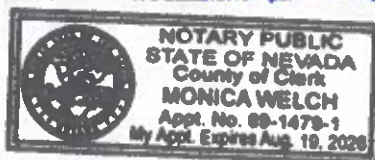
- (1) He/She is the Light Com./Temp Fence Div., Manager of The Tiberti Fence Company, the Respondent that has submitted the attached Bid.
- (2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is 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): Dorian Vaughn  
Title: Light Com/Temp Fence Division Manager

Subscribed and sworn to before me this 29th day of Oct. 29, 2024.

Monica Welch  
Notary Public

My Commission expires: 8/19/2026





**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1739 Citywide Fencing  
EXHIBIT F- Written Certification**

Pursuant to NRS 332.065(4), 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.

Monica Welch

\_\_\_\_\_  
AUTHORIZED SIGNATURE NAME (TYPE OR PRINT)

The Tiberti Company LLC DBA The Tiberti Fence

\_\_\_\_\_  
LEGAL NAME OF RESPONDENT

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

10-29-2024

\_\_\_\_\_  
DATE

Director of Operations

\_\_\_\_\_  
TITLE



**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1739 Citywide Fencing**

**EXHIBIT G- Exceptions to North Las Vegas Services Agreement**

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

none

# CLARK COUNTY BUSINESS LICENSE

MULTI-JURISDICTIONAL ID 1002191358  
LICENSE NUMBER: 2002015-023-140  
LICENSE PERIOD: 11/01/2024 - 04/30/2025

LICENSEE IS AUTHORIZED TO CONDUCT BUSINESS IN THE  
FOLLOWING JURISDICTIONS:

CLARK COUNTY (Primary)  
CITY OF HENDERSON  
CITY OF LAS VEGAS  
CITY OF NORTH LAS VEGAS

## POST IN A CONSPICUOUS PLACE AT THE BUSINESS LOCATION

### ISSUED TO:

Tiberti Fence Company  
4975 Rogers St  
Las Vegas, NV 89118

### BUSINESS LOCATION ADDRESS:

4975 Rogers St  
Las Vegas, NV 89118

TYPE OF LICENSE: Construction - Contractor

All signage must conform to standards set forth in Clark County Codes 30.72 and 30.48. Business owners are responsible to keep business property free of trash and graffiti, conform to all zoning codes requirements and, if applicable, all conditions set forth in a Notice of Final Action issued by Comprehensive Planning.

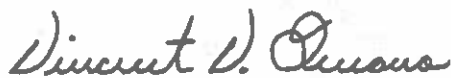
### Current Planning Comments:

M-1 zone. Approved for contractor.

### DISCLAIMER

ISSUANCE OF A BUSINESS LICENSE IS NOT AN ENDORSEMENT OF THE BUSINESS PRACTICE OF THE LICENSEE.

PLEASE SEE REVERSE SIDE FOR ADDITIONAL INFORMATION



VINCENT V. QUEANO  
DIRECTOR OF BUSINESS LICENSE

### DEPARTMENT OF BUSINESS LICENSE

500 S GRAND CENTRAL PARKWAY  
BOX 551810  
LAS VEGAS NV 89155-1810  
PHONE: (702) 455-4340

# CLARK COUNTY BUSINESS LICENSE

MULTI-JURISDICTIONAL ID 1002191358  
LICENSE NUMBER: 2002015-023-140  
LICENSE PERIOD: 11/01/2024 - 04/30/2025

LICENSEE IS AUTHORIZED TO CONDUCT BUSINESS IN THE  
FOLLOWING JURISDICTIONS:

CLARK COUNTY (Primary)  
CITY OF HENDERSON  
CITY OF LAS VEGAS  
CITY OF NORTH LAS VEGAS

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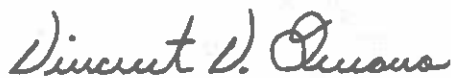
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LAS VEGAS NV 89155-1810  
PHONE: (702) 455-4340



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/27/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Cragin & Pike, Inc. 10000 W. Charleston Blvd. Ste 200 Las Vegas NV 89135	<b>CONTACT NAME:</b> <b>PHONE (A/C. No. Ext):</b> 702-877-1111 <b>E-MAIL ADDRESS:</b> reception@cragin-pike.com <b>FAX (A/C. No):</b> 702-258-3394
<b>INSURED</b> Tiberti Holdings LLC 500 S Rancho Dr #2 Las Vegas, NV 89106-4844	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Nationwide Mutual Insurance Co. 23787 <b>INSURER B:</b> Insurance Company of the West (ICW) 27847 <b>INSURER C:</b> Westfield Specialty Insurance Company 16992 <b>INSURER D:</b> At-Bay Specialty Insurance Company 19607 <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES****CERTIFICATE NUMBER:** 1646052919**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	ACPCG013201828194	1/1/2025	1/1/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	ACPBA013201828194	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	Y	Y	ACPCU013201828194	1/1/2025	1/1/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A	Y	WLV503874907	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C A D	POLLUTION/PROFESSIONAL LIABILITY LEASED/RENTED EQUIPMENT CYBER LIABILITY	Y		CPP381595D01 ACPCI013201828194 AB665252601	1/1/2025 1/1/2025 1/1/2025	1/1/2026 1/1/2026 1/1/2026	LIMIT/DEDUCTIBLE \$1,000,000/\$10,000 LIMIT/RETENTION \$250,000/\$1,000 LIMIT/RETENTION \$1,000,000/\$5,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Additional Insured status applies as respects to the General Liability, Auto Liability and Pollution Liability policies, per form(s) attached. This insurance shall be primary and non-contributory as respects to the General Liability, Auto Liability and Pollution Liability policies, per form(s) attached. A Waiver of Transfer of Rights of Recovery against Others to Us (Waiver of Subrogation) applies as respects to the General Liability, Auto Liability and Workers' Compensation policies, per form(s) attached. Excess/Umbrella Liability policy "Follows Form" to the General Liability, Auto Liability and Employer's Liability Policies. NAIC/Ratings: See attached roster. Per Project Aggregate Limit applies as respects to the General Liability policy, per form attached.

Re: Citywide Fencing Bid B-1739.

The City of North Las Vegas, its officers, employees, and volunteers, Design Consultants, elected officials, Program Manager, Construction Manager, agents, and subconsultants are included as Additional Insureds per attached forms.

**CERTIFICATE HOLDER****CANCELLATION**

City of North Las Vegas 2250 Las Vegas Blvd N North Las Vegas NV 89030 USA	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b> <b>AUTHORIZED REPRESENTATIVE</b> <i>Jeweline T. Okojie</i>
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**THE TIBERTI COMPANY**  
**CARRIER NAIC / RATING SCHEDULE**  
**2025 – 2026**

<b>CARRIER</b>	<b>NAIC</b>	<b>AM BEST RATING</b>
Nationwide Mutual Insurance Company	23787	A XV
Insurance Company of the West	27847	A XIV
Westfield Specialty Insurance Company	16992	A XV
At-Bay Specialty Insurance	19607	A VIII

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CONSTRUCTIONGARD<sup>SM</sup> GENERAL LIABILITY ENHANCEMENT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is a summary of the additional coverages provided by this endorsement. For complete details on a specific coverage, consult the endorsement contract language.

<b>1. Additional Insureds</b> Various additional insured extensions
<b>2. Aggregate Limit Per Project</b>
<b>3. Blanket Waiver of Subrogation</b> If required by written contract, insurer waives right of subrogation
<b>4. Broad Form Named Insured</b>
<b>5. Broadened Definition of BI</b> Definition includes mental anguish
<b>6. Broadened Liability Coverage for Damage to "Your Product" and "Your Work"</b>
<b>7. Contractual Liability – Railroads</b> Expanded definition of "insured contract"
<b>8. Contractual Liability for Personal and Advertising Injury</b>
<b>9. Damage to Premises Rented to You</b> Extends perils Limit: \$1,000,000
<b>10. Electronic Data Liability</b> Limit: \$100,000
<b>11. Expected and Intended Injury</b>
<b>12. Incidental Medical Malpractice</b>
<b>13. Knowledge of Occurrence</b>
<b>14. Liberalization</b>
<b>15. Lost Key Coverage</b> Occurrence Limit: \$10,000
<b>16. Newly Formed and Acquired Organizations</b> 180 days
<b>17. Non-owned Aircraft</b>
<b>18. Non-owned Watercraft</b> Included for watercraft up to 51 ft
<b>19. Supplementary Payments</b> Increased bail bonds limit to \$5,000 Increased daily loss of earnings limit to \$1,000 per day
<b>20. Unintentional failure to Disclose Hazard</b>
<b>21. Non-duplication of Benefits</b>

**1. Additional Insured – Automatic Status When Required In An Agreement Or Contract With You**

**SECTION II – WHO IS AN INSURED** is amended to include:

1. Any person(s) or organization(s) whom you are required to add as an additional insured on this policy under a written contract or written agreement, provided the written contract or written agreement:

- (1) Is currently in effect or becomes effective during the term of this policy; and
- (2) Was executed prior to the “bodily injury,” “property damage” or “personal and advertising injury” for which the additional insured seeks coverage.

The person or organization added as an additional insured by this endorsement is an additional insured only with respect to liability for:

1. “Bodily injury” or “property damage” or
2. “Personal and advertising injury”;

due to:

- a. Controlling Interest** – with respect to their liability arising out of:

- (1) Their financial control of you; or
- (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

- b. Co-owner of Insured Premises** – with respect to the co-owner’s liability as a co-owner of such premises.

- c. Grantor of Franchise or License**

Any person or organization that has granted you a franchise or license by written contract or agreement is an additional insured, but only with respect to their liability as a grantor of a franchise or license to you.

However, their status as additional insured under this policy ends when their contract or agreement with you

granting the franchise or license ends.

- d. Lessors of Leased Equipment** – with respect to their liability for “bodily injury”, “property damage”, or “personal and advertising injury”, caused in whole or in part by your maintenance, operation, or use of equipment leased to you by such person(s) or organization(s). This insurance does not apply to any “occurrence” which takes place after the equipment lease expires.

However, their status as additional insured under this policy ends when their lease, contract, or agreement with you for such leased equipment expires.

- e. Lessor of Land** – with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any “occurrence” which takes place after you cease to be a tenant in that premise; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

However, their status as additional insured under this policy ends when you cease to be a tenant of such premises.

- f. Managers or Lessors of Premises** – with respect to liability arising out of the ownership, maintenance, or use of that part of the premises you own, rent, lease, or occupy.

This insurance does not apply to:

- (1) Any “occurrence” which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction, or demolition operations performed by or on behalf of the person or organization.

However, their status as additional insured under this policy ends when you cease to be a tenant of such premises.

**g. Mortgagee, Assignee or Receiver**

– with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premise by you. This insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

**h. Owners, Lessees, or Contractors**

– with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf, in the performance of your ongoing operations performed for that additional insured, whether the work is performed by you or on your behalf; or
- (3) "Your work" performed for that additional insured and included in the "products-completed operations hazard."

The insurance does not apply to:

- (a) "Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of or the failure to render any professional architectural, engineering, or survey services, including:
  - (i) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, survey, field orders, change orders, or drawings and specifications; or
  - (ii) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or failure to render, any professional, architectural, engineering, or surveying services.

**i. State or Political Subdivision – Permits Relating to Premises**

– with respect to the following hazards for which the state or political subdivision has issued a permit or authorization in connection with premises you own, rent, or control and to which this insurance applies.

- (1) The existence, maintenance, repair, construction, erection, or removal of advertising, signs, awnings, canopies, cellar entrances, coal holes, drive-ways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
- (2) The construction, erection, or removal of elevators; or
- (3) The ownership maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

- (1) "Bodily injury" or "property damage" or "personal or advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

However, such state or political subdivision's status as additional insured under this policy ends when the permit ends.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

The insurance afforded to such additional insureds described in a.- i. above:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than any coverage requirement in a contract or agreement to provide for such additional insured.

## 2. Aggregate Limit Per Project

Under **SECTION III – LIMITS OF INSURANCE**, the following paragraph is added to Paragraph 2:

The General Aggregate Limit under **SECTION III LIMITS OF INSURANCE** applies separately to each of your construction projects away from premises owned by or rented to you.

## 3. Blanket Waiver Of Subrogation

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer Of Rights Of Recovery Against Others To Us**, the following is added:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

- a. Your ongoing operations; or
- b. "Your work" included in the "products completed operations hazard."

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

- a. Is in effect or becomes effective during the term or this policy; and
- b. Was executed prior to loss.

## 4. Broad Form Named Insured

Under **SECTION II – WHO IS AN INSURED**, the following is added to Paragraph 2:

- e. Any business entity incorporated or organized under the laws of the United State of America (including any State thereof), its territories or possessions, or Canada (including any Province thereof) in which the

Named Insured shown in the Declarations owns, during the policy period, an interest of more than fifty percent. If other valid collectible insurance is available to any business entity covered by this solely by reason of ownership by the Named Insured shown in the Declarations in excess of fifty percent, this insurance is excess over the other insurance, whether primary, excess, contingent, or on any other basis.

## 5. Broadened Bodily Injury Definition (Mental Anguish)

Under **SECTION V – DEFINITIONS**, Definition 3. "Bodily Injury" is replaced with:

3. "Bodily injury" means physical injury, sickness, or disease to a person and if arising out of the foregoing, mental anguish, mental injury, shock, or humiliation, including death at any time resulting therefrom.

## 6. Broadened Liability Coverage for Damage to "Your Product" and "Your Work" Under SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions is amended to delete exclusions k. and l. and replace them with the following:

This insurance does not apply to:

### k. Damage to Your Product

"Property damage" to "your product" arising out of it or any part of it except when caused by or resulting from:

- (1) Fire;
- (2) Smoke;
- (3) Collapse; or
- (4) Explosion.

### l. Damage to Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply:

- (1) If the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor; or
- (2) If the cause of loss to the damaged work arises as a result of:
  - (a) Fire;
  - (b) Smoke;

(c) Collapse; or

(d) Explosion.

Under **SECTION III – LIMITS OF INSURANCE**, the following paragraph is added:

Subject to **6.** above, \$100,000 is the most we will pay under Coverage A for the sum of damages arising out of any one “occurrence” because of “property damage” to “your product” and “your work” that is caused by fire, smoke, collapse or explosion and is included within the “product-completed operations hazard”. This sublimit does not apply to “property damage” to “your work” if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**7. Contractual Liability – Railroads**

a. Under **SECTION V – DEFINITIONS**, the following replaces Paragraph **c.** of definition **9.** “Insured Contract”:

c. Any easement or license agreement;

b. Under **SECTION V – DEFINITIONS**, Paragraph **f.(1)** of definition **9.** “Insured Contract” is deleted.

**8. Contractual Liability for Personal and Advertising Injury** Under **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, Paragraph **2. Exclusions** is amended to delete exclusion **e. Contractual Liability**.

This provision **8.** does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

**9. Damage to Premises Rented to You**

a. Under **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, the last paragraph of **2. Exclusions** is replaced with:

If **Damage To Premises Rented To You** is not otherwise excluded, Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner.

b. Under **SECTION III – LIMITS OF INSURANCE**, Paragraph **6.** is replaced with:

**6.** Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of

“property damage” to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner. The limit is increased to \$1,000,000.

c. Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance, b. Excess Insurance (1) (a) (ii)** is replaced with:

(ii) That is Fire, Lightning, Explosion, Smoke or Sprinkler leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner;

**10. Electronic Data Liability**

a. Under **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE**, Paragraph **2. Exclusions** is amended to delete exclusion **p. Electronic Data** and replace it with the following:

This insurance does not apply to:

**p. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate “electronic data” that does not result from physical injury to tangible property.

However, this exclusion does not apply to liability for damages because of “bodily injury.”

b. Under **SECTION III – LIMITS OF INSURANCE**, the following paragraph is added:

Subject to paragraph **5.** above, \$100,000 is the most we will pay under Coverage **A** for all damages arising out of any one “occurrence” because of “property damage” that results from physical injury to tangible property and arises out of “electronic data”.

c. Under **SECTION V – DEFINITIONS**, the following definition is added:

“Electronic data” means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media



which are used with electronically controlled equipment.

- d. Under **SECTION V – DEFINITIONS**, the definition of “property damage” is replaced by the following for the purposes of the coverage provided by this endorsement only:

17. “Property damage” means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the “occurrence” that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate “electronic data,” resulting from physical injury to tangible property. All such loss of “electronic data” shall be deemed to occur at the time of the “occurrence” that caused it.

For the purposes of this insurance, “electronic data” is not tangible property.

- e. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the \$100,000 limit provided by this Provision **10. Electronic Data Liability** is part of, and not in addition to, that higher limit.

#### 11. Expected or Intended Injury

Under **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Exclusion a. is replaced by the following:

##### a. Expected Or Intended Injury

“Bodily injury” or “property damage” expected or intended from the standpoint of the insured.

This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

#### 12. Incidental Medical Malpractice Liability

- a. Under **SECTION II – WHO IS AN INSURED**, Paragraph **2.a.(1)d.** does not apply to nurses, emergency medical technicians or paramedics employed by you arising out of his or her providing or failing to provide professional health care services, but only if such healthcare services are within the scope of their employment by you or are related to or arise out of the conduct of your business.
- b. This coverage does not apply if you are engaged in the business or occupation of providing professional health care services.

#### 13. Knowledge Of An Occurrence

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**:

- e. Knowledge of an occurrence, offense, claim or suit by an agent or employee of any insured shall not in itself constitute knowledge of the insured unless you, a partner, if you are a partnership; or an executive officer or insurance manager, if you are a corporation receives such notice of an occurrence, offense, claim or suit from the agent or employee.
- f. The requirements in Paragraph **b.** will not be considered breached unless there is knowledge of occurrence as outlined in Paragraph **e.** above.

#### 14. Liberalization

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

#### 15. Lost Key Coverage

- a. Under **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, coverage is extended to include the following:

If a customer's master or grand key, excluding electronic key card, is lost, damaged or stolen while in your care, custody or control we will pay the cost of replacing the keys, including the master lock and all keys used in the same lock, the cost of adjusting locks to accept the new keys, or the cost to replace the locks, whichever is less.

- b. **Limit of Insurance** – For the purpose of this coverage the most we will pay is \$ 10,000 per “occurrence”.

#### 16. Newly Formed And Acquired Organizations

- a. Under **SECTION II – WHO IS AN INSURED**, in paragraph **3.a.**, 90th day is changed to 180th day.
- b. This provision does not apply if coverage for newly formed or acquired organizations is excluded either by the provisions of the Commercial General Liability Coverage Form or by any applicable endorsement.

#### 17. Non-Owned Aircraft

Under **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Exclusion g. does not apply to an aircraft provided:

- a. It is hired, chartered or loaned with a paid crew;
- b. It is not owned by an insured;
- c. The pilot in command holds a currently effective license for the particular aircraft being flown, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial airline pilot; and
- d. It is not being used by the insured to carry persons or property for a charge.

The following is added to **SECTION IV, COMMERCIAL GENERAL LIABILITY CONDITIONS**, Condition **4. Other Insurance**, paragraph **b. Excess Insurance**:

This Non-Owned Aircraft insurance is excess over any other valid and collectible insurance whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or any other basis that would also apply to loss covered under this provision.

#### 18. Non-Owned Watercraft

Under **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph (2) of Exclusion g. is deleted and replaced with

the following:

- (2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used by the insured to carry persons or property for a charge.

#### 19. Supplementary Payments

Under **SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** Paragraphs **1.b** and **1.d.** are replaced with:

- b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit”, including actual loss of earnings up to \$1,000 a day because of time off from work.

#### 20. Unintentional Failure To Disclose Hazard

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Condition **6. Representations** the following paragraph is added:

- d. Your failure to disclose all hazards or prior “occurrences” or offenses existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior “occurrences” or offenses is not intentional. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

#### 21. Non-Duplication of Benefits

No one will be entitled to receive duplicate payments for the same elements of loss under any of the coverages provided by the Commercial General Liability Coverage form, this endorsement, or any other applicable endorsement.

**All terms and conditions of this policy apply unless modified by this endorsement.**



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**All terms and conditions of this policy apply unless modified by this endorsement.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESS AUTO PROTECTION - PLATINUM**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

### **SUMMARY OF COVERAGES**

- A. Effect of This Endorsement
- B. Newly Acquired or Formed Entities
- C. Employees as insureds – Nonowned Autos
- D. Additional Insured by Contract, Permit or Agreement
- E. Supplementary Payments – Bail Bonds
- F. Supplementary Payments – Loss of Earnings
- G. Personal Effects and Property of Others Extension
- H. Prejudgment Interest Coverage
- I. Fellow Employees
- J. Hired Auto Physical Damage
- K. Temporary Substitute Autos – Physical Damage Coverage
- L. Expanded Towing Coverage
- M. Auto Loan or Lease Coverage
- N. Original Equipment Manufacturer Parts – Leased Private Passenger Types
- O. Deductible Amendments
- P. Expanded Transportation Expense
- Q. Extra Expense – Stolen Autos
- R. Physical Damage Limit of Insurance
- S. New Vehicle Replacement Cost
- T. Physical Damage Coverage Extensions
- U. Business Income and Extra Expense Coverage
- V. Transfer of Rights Of Recovery Against Others To Us
- W. Section IV – Business Auto Conditions – Notice of and Knowledge of Occurrence
- X. Hired Car Coverage Territory
- Y. Emergency Lockout
- Z. Cancellation Condition

**A. EFFECT OF THIS ENDORSEMENT**

Coverage provided under this policy is modified by the provisions of this endorsement. If there is any conflict between the provisions of this endorsement and the provision(s) of any state-specific endorsement also attached to this policy, then the provision(s) of the state-specific endorsement shall apply instead of the provisions of this endorsement that are in conflict, but only to the extent of the conflict, and only to the extent necessary to bring such provisions into conformance with the state requirement(s) contained in the provision(s) of the state-specific endorsement.

**B. NEWLY ACQUIRED OR FORMED ENTITIES**

The Named Insured shown in the Declarations is amended to include any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain ownership or majority (more than 50%) interest; if there is no other similar insurance available to that organization. Coverage under this provision is afforded until the 180<sup>th</sup> day after you acquire or form the organization or the end of the policy period, whichever is later.

**C. EMPLOYEES AS INSURED – NONOWNED AUTOS**

The following is added to paragraph A.1. Who Is An Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

- d. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

**D. ADDITIONAL INSURED BY CONTRACT, PERMIT OR AGREEMENT**

The following is added to A.1. Who Is An Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization that you are required to name as an additional insured in a written contract or agreement that is executed or signed by you prior to a "bodily injury" or "property damage" occurrence is an "insured" for Covered Auto Liability coverage. However, with respect to covered "autos", such person or organization is an insured only to the extent that person or organization qualifies as an "insured" under A.1. Who is an Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

If specifically required by the written contract or agreement referenced in the paragraph above, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.

**E. SUPPLEMENTARY PAYMENTS – BAIL BONDS**

Supplementary Payments of SECTION II – COVERED AUTOS LIABILITY COVERAGE is revised as follows:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

**F. SUPPLEMENTARY PAYMENTS – LOSS OF EARNINGS**

Supplementary Payments of SECTION II – COVERED AUTOS LIABILITY COVERAGE is revised as follows:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$1,000 a day because of time off from work.

**G. PERSONAL EFFECTS AND PROPERTY OF OTHERS EXTENSION**

1. The Care, Custody or Control Exclusion of SECTION II – COVERED AUTOS LIABILITY COVERAGE, does not apply to "property damage" to property, other than your property, up to an amount not exceeding \$500 in any one "accident". Coverage is excess over any other valid and collectible insurance.

2. The following paragraph is added to A.4. Coverage Extensions of SECTION III - PHYSICAL DAMAGE COVERAGE:

- c. We will pay up to \$1,000 for your property that is lost or damaged as a result of a covered "loss", without applying a deductible. Coverage is excess over any other valid and collectible insurance.

#### **H. PREJUDGMENT INTEREST COVERAGE**

The following paragraph is added to SECTION II – COVERED AUTOS LIABILITY COVERAGE, 2. Coverage Extensions, a. Supplementary Payments:

- (7) Prejudgment interest awarded against the “insured” on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

#### **I. FELLOW EMPLOYEE**

The Fellow Employee Exclusion of SECTION II – COVERED AUTOS LIABILITY COVERAGE, does not apply if the “bodily Injury” results from the use of a covered “auto” you own or hire. The insurance provided under this provision is excess over any other collectible insurance.

#### **J. HIRED AUTO PHYSICAL DAMAGE**

If covered “auto” designation symbols 1 or 8 apply to Liability Coverage and if at least one “auto” you own is covered by this policy for Comprehensive, Specified Causes of Loss, or Collision coverages, then the Physical Damage coverages provided are extended to “autos” you lease, hire, rent or borrow without a driver; and provisions in the Business Auto Coverage Form applicable to Hired Auto Physical Damage apply up to a limit of \$125,000. The deductible will be equal to the largest deductible applicable to any owned “auto” for that coverage. Any Comprehensive deductible does not apply to fire or lightning.

#### **K. TEMPORARY SUBSTITUTE AUTOS – PHYSICAL DAMAGE COVERAGE**

The following is added to paragraph C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos of SECTION I – COVERED AUTOS:

If Physical Damage Coverage is provided by this Coverage Form, the following types of vehicles are also covered “autos” for Physical Damage Coverage:

Any “auto” you do not own while used with the permission of its owner as a temporary substitute for a covered “auto” you own that is out of service because of its:

- a. Breakdown;
- b. Repair;
- c. Servicing;
- d. “Loss”; or

#### **e. Destruction**

The coverage that applies is the same as the coverage provided for the vehicle being replaced.

#### **L. EXPANDED TOWING COVERAGE**

1. We will pay up to:
  - a. \$150 for a covered “auto” you own of the private passenger type, or
  - b. \$750 for a covered “auto” you own that is not of the private passenger type,for towing and labor costs incurred each time the covered “auto” is disabled. However, the labor must be performed at the place of disablement.
2. This coverage applies only for an “auto” covered on this policy for Comprehensive or Specified Causes of Loss Coverage and Collision Coverages.
3. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered “auto”.

#### **M. AUTO LOAN OR LEASE COVERAGE**

1. In the event of a total “loss” to a covered “auto”, we will pay any unpaid amount due on the loan or lease, including up to a maximum of \$500 for early termination fees or penalties, for your covered “auto” less:
  - a. The amount paid under SECTION III – PHYSICAL DAMAGE COVERAGE of this policy; and
  - b. Any:
    - 1) Overdue lease/loan payments at the time of the “loss”;
    - 2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
    - 3) Security deposits not refunded by a lessor;
    - 4) Costs of extended warranties, Credit Life insurance, Health, Accident, or Disability insurance purchased with the lease; and
    - 5) Carry-over balances from previous leases.
2. This coverage only applies to a “loss” which is also covered under this policy for Comprehensive, Specified Causes of Loss, or Collision coverage.

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3. Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

### N. ORIGINAL EQUIPMENT MANUFACTURER PARTS – LEASED PRIVATE PASSENGER TYPES

Under Paragraph C. Limit of Insurance of SECTION III – PHYSICAL DAMAGE COVERAGE, Section 4 is added as follows:

4. We will use new original equipment vehicle manufacturer parts for any private passenger type covered "auto" where required by the lease agreement which has a term of at least six months. If a new original equipment vehicle manufacturer part is not in production or distribution we may use a like, kind and quality replacement part.

### O. DEDUCTIBLE AMENDMENTS

The following are added to the Deductible provision of SECTION III – PHYSICAL DAMAGE COVERAGE:

If another policy or coverage form that is not an automobile policy or coverage form issued by this company applies to the same "accident", the following applies:

1. If the deductible under this coverage is the smaller (or smallest) deductible, it will be waived:
2. If the deductible under this coverage is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

If a Comprehensive or Specified Causes of Loss Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident," if the cause of the loss is covered for those vehicles. This provision only applies if you carry Comprehensive or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

No deductible applies to glass if the glass is repaired, in a manner acceptable to us, rather than replaced.

### P. EXPANDED TRANSPORTATION EXPENSE

Paragraph A.4.a. of SECTION III – PHYSICAL DAMAGE COVERAGE is replaced by the following:

We will pay up to \$50 per day to a maximum of \$1500 for temporary transportation expense in-

curred by you because of the total theft of a covered "auto" of the private passenger type.

We will only pay for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

### Q. EXTRA EXPENSE – STOLEN AUTOS

The following paragraph is added to Section A.4. of SECTION III – PHYSICAL DAMAGE COVERAGE:

- c. We will pay for up to \$5,000 for the expense of returning a stolen covered "auto" to you. We will pay only for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage.

### R. PHYSICAL DAMAGE LIMIT OF INSURANCE

Under SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph C., Limit of Insurance is replaced by the following:

#### C. Limit Of Insurance

1. The most we will pay for "loss" in any one "accident" is the lesser of:
  - a. The actual cash value of the damaged or stolen property as of the time of the "loss", or
  - b. The cost of repairing or replacing the damaged or stolen property.
2. \$2000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
  - a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment.
  - b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
  - c. An integral part of such equipment.
3. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
4. The cost of repairing or replacing may:

- a. Be based on an estimate which includes parts furnished by the original equipment manufacturer or other sources including non-original equipment manufacturers and
  - b. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the net improvement.
5. If we offer to pay the actual cash value of the damaged or stolen property, we will value auto advertising wraps, paint customization, and similar business related advertising modifications, in addition to the actual cash value of the property. Auto advertising wraps, paint customization, and similar business related advertising modifications will be valued at the cost to replace them with an adjustment made for depreciation and physical condition.

**S. NEW VEHICLE REPLACEMENT COST**

The following is added to the Limit of Insurance provision of SECTION III – PHYSICAL DAMAGE COVERAGE:

5. The provisions of paragraphs 1. and 3. do not apply to a covered “auto” of the private passenger type or a vehicle with a gross vehicle weight rating of 20,000 pounds or less which is a “new vehicle.”

In the event of a total “loss” to your “new vehicle” to which this coverage applies, we will pay at your option:

- a. The verifiable “new vehicle” purchase price you paid for your damaged vehicle, not including any insurance or warranties purchased;
- b. If it is available, the purchase price, as negotiated by us, of a “new vehicle” of the same make, model, and equipment or the most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturers’ dealership; or .
- c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturer’s dealership.

We will not pay for initiation or set up costs associated with loans or leases

As used in this endorsement, a “new vehicle” means an “auto” of which you are the original owner that has not been previously

titled and which you purchased less than 365 days before the date of the “loss”.

**T. PHYSICAL DAMAGE COVERAGE EXTENSIONS**

Under SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, b. Loss of Use Expenses is replaced by the following:

- b. Loss of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an “insured” becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision if the Declarations indicate that Comprehensive Coverage is provided for any covered “auto”;
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered “auto”; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered “auto.”

However, the most we will pay for any expenses for loss of use is \$50 per day, to a maximum of \$1,500. The insurance provided by this provision is excess over any other collectible insurance.

**U. BUSINESS INCOME AND EXTRA EXPENSE COVERAGE**

**1. Business Income Coverage**

We will pay the actual loss of business income sustained by you as a result of the necessary suspension of your business during the period of restoration due to “loss” to a covered “auto” used in your business. The loss must be caused by a cause of loss covered under item A1 of Physical Damage Coverage in this Coverage Part.

**2. Extra Expense Coverage**

We will pay the necessary and reasonable extra expenses that you incur during the period of restoration that you would not have incurred had there been no “loss” to a covered “auto” used in your business. The loss

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must be caused by a cause of loss listed under item A1 of Physical Damage Coverage in this Coverage Part. Extra Expenses means those expenses you incur to avoid or minimize the suspension of business and to continue your business operations.

**3. Additional Conditions**

We will not pay for "loss" or expenses caused by suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the suspension of your business, we will cover such "loss" that affects your business income. We will not pay under this coverage if you do not repair or replace the covered "auto". You must resume all or part of your business as quickly as possible. If you have other autos you can use to reduce the amount of loss payable under this coverage, you are required to use them. We will pay for expenses you incur to reduce the amount that otherwise would have been payable under this coverage. We will not pay more than the amount by which you actually reduce the business income loss or extra expense incurred.

**4. Limit**

The most we will pay for "loss" arising out of one covered "auto" is \$10,000 per loss with an annual aggregate of \$20,000. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto".

**5. Definitions**

- a. "Business Income" means the:
  - 1.). Net income (Net profit or loss before income taxes) that would have been earned or incurred if no loss would have occurred; and
  - 2.). Continuing normal operating expenses incurred, including payroll.
- b. "Period of Restoration" means the period of time that:
  - 1.). Begins:
    - (a) 24 hours after the time of loss for Business Income Coverage; or
    - (b) Immediately after the time of loss for Extra Expense Coverage; and
  - 2.) Ends at the earliest of:

- (a) The time required to resume your normal business operations; or
- (b) The time that is reasonably necessary to repair or replace the covered auto with a maximum time period of 180 days. Period of Restoration does not include any increased period required due to the enforcement of any ordinance or law that requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of pollutants. The expiration date of this policy will not cut short the period of restoration.

**V. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" because of payments we make for damages under this coverage form.

**W. NOTICE OF AND KNOWLEDGE OF OCCURRENCE**

SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph A is amended as follows:

- 6. NOTICE OF AND KNOWLEDGE OF OCCURRENCE
  - a. Your obligation in the Duties in the Event of Accident, Claim, Suit or Loss Condition relative to notification requirements applies only when the "accident" or "loss" is known to:
    - (1) You, if you are an individual;
    - (2) A partner, if you are a partnership;
    - (3) A member, if you are a limited liability company; or
    - (4) An executive officer or insurance manager, if you are a corporation.
  - b. Your obligation in the Duties in the Event of Accident, Claim, Suit or Loss Condition relative to providing us with documents concerning a claim or "suit" will not be

considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

**X. HIRED CAR – COVERAGE TERRITORY**

Item (5) of the Policy Period, Coverage Territory General Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

**Y. EMERGENCY LOCKOUT**

We will reimburse you up to \$100 for reasonable expense incurred for the services of a locksmith to gain entry into your covered "auto" subject to these provisions:

1. Your door key, electronic key or key entry pad has been lost, stolen or locked in your

covered "auto" and you are unable to enter such "auto", or

2. Your keyless entry device battery dies and you are unable to enter such "auto" as a result,
3. Your key, electronic key or key entry pad has been lost or stolen and you have changed the lock to prevent an unauthorized entry; and
4. Original copies of receipts for services of a locksmith must be provided before reimbursement is payable.

**Z. CANCELLATION CONDITION**

Paragraph A.2. of the COMMON POLICY CONDITION – CANCELLATION applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the First Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states that require more than 60 days prior notice of cancellation.



**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule**

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED IS  
REQUIRED UNDER WRITTEN CONTRACT TO FURNISH THIS WAIVER, FOR  
NEVADA OPERATIONS ONLY.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/01/2025

Policy No. WLV503874907

Endorsement No.

Insured Tiberti Holdings LLC

Premium \$ **INCL**.

Insurance Company Insurance Company of the West (ICW)

Countersigned By \_\_\_\_\_



## COMMERCIAL UMBRELLA

### SCHEDULE(S)

Policy Number: ACP CU013201828194

Policy Period: From 01-01-2025 To 01-01-2026

**Schedule Of Underlying Insurance (as identified by the entry of a company name, policy number, policy period and limits):**

#### Commercial Auto

Policy Number: ACP BA013201828194

Policy Period: From 01-01-2025 To 01-01-2026

Company: NATIONWIDE MUTUAL INSURANCE COMPANY

#### Coverages

#### Limit

Liability

\$1,000,000

#### General Liability

Policy Number: ACP CG013201828194

Policy Period: From 01-01-2025 To 01-01-2026

Company: NATIONWIDE INSURANCE COMPANY OF AMERICA

Commercial General Liability Coverage Form: Occurrence

#### Limits of Insurance

#### Limit

Each Occurrence Limit of Insurance

Per Occurrence

\$1,000,000

Personal and Advertising Injury

Per Person Or  
Organization

\$1,000,000

Products - Completed Operations Aggregate

All Occurrences

\$2,000,000

General Aggregate (Other than Products - Completed Operations)

All Occurrences

\$2,000,000

#### Coverages

#### Limit

Employee Benefits Liability Coverage

#### Workers Compensation

Policy Number: WLV 5038749 07

Policy Period: From 01-01-2025 To 01-01-2026

Company: INSURANCE COMPANY OF THE WEST

#### Coverages

#### Limit

Bodily Injury By Accident - Each Accident Limit

\$1,000,000

Bodily Injury By Disease - Each Employee Limit

\$1,000,000

Bodily Injury By Disease - Each Policy Limit

\$1,000,000

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8. "Green building materials" means building products or materials that are recognized by the Leadership in Energy and Environmental Design (LEED®), Green Globes®, International Green Construction Code or ENERGY STAR® as:
  - a. Being environmentally preferable or sustainable; or
  - b. Providing enhanced energy efficiency.
9. "Insured" means each of the following:
  - a. The "first named insured";
  - b. Any "named insured";
  - c. Any "named insured's" current or former directors, partners, principals, members, officers, stockholders, or trustees, but solely while acting within the course and scope of their duties as such;
  - d. Any "named insured's" current or former employees, including temporary or leased employees, but solely while acting within the course and scope of their duties as such;
  - e. Any "named insured's" heirs, executors, administrators, assigns or legal representatives in the event of death, incapacity or bankruptcy, but only with respect to the liability of the "named insured" otherwise insured under this policy;
  - f. Any "named insured's" participation in a legal entity including a joint venture or limited liability company, but only to the extent of the "named insured's" legal liability for its rendering of or failure to render "contracting services" or "professional services" under the respective legal entity. However, the "named insured's" liability is limited to only the pro-rata percentage of the covered loss equal to the "named insured's" percentage of ownership in the specific entity;
  - g. Any prior entity:
    - (1) That has been reported to us prior to a "claim" first made;
    - (2) Whose assets, partners, principals, or shareholders were acquired by any "named insured"; and
    - (3) For which the "named insured" is required to provide liability insurance under a written contract or agreement executed before a "claim" was first made;
  - h. Solely with regard to Paragraph 1. **Pollution Liability** of **SECTION I - CONTRACTORS POLLUTION AND PROFESSIONAL LIABILITY COVERAGE**, any person or entity, including a client, that the "named insured" is obligated to name as an additional "insured" on this policy pursuant to a written contract or agreement, executed prior to a "claim" and solely with respect to "pollution conditions" resulting from the "named insured's" performance of "contracting services";
  - i. Any entity newly formed or acquired by any "named insured" during the "policy period" in which the "named insured" has more than a fifty percent (50%) ownership, control or beneficial interest. However:
    - (1) Coverage will only be provided for "claims" arising out of "contracting services" or "professional services" performed on or after the date of formation, acquisition, or exercised financial or management control; and
    - (2) This coverage is afforded only until the ninetieth (90th) day after you form, acquire or exercise control of such entity, or the end of the "policy period", whichever is earlier, unless the "named insured" provides written details of such newly acquired entity to us and we agree to accept coverage and issue an endorsement confirming coverage.
10. "Insured contract" means that part of any written contract or agreement under which any "named insured" assumes the tort liability of another party to pay compensatory damages for "pollution loss" to a third party, if such written contract or agreement is signed by the "named insured" prior to the commencement of the "pollution condition" that caused such "pollution loss". Tort liability means only that liability that would be imposed by law in absence of any contract or agreement.

## 6. Choice Of Law And Jurisdiction And Venue

- a. It is agreed that all matters arising out of or related to this policy, including but not limited to questions related to the validity, interpretation, performance, and enforcement of this policy, and all forms of contractual, tort and statutory claims will be determined in accordance with the law and practice of the State of New York (notwithstanding New York's conflicts of law rules).
- b. It is agreed that, in the event of any dispute arising out of or related to this policy, including but not limited to questions related to the validity, interpretation, performance, and enforcement of this policy, and all forms of contractual, tort and statutory claims, we and the "insured" will submit to the jurisdiction of any court (State or Federal) in New York and will comply with all the requirements necessary to give such court jurisdiction. Nothing in this clause constitutes or should be understood to constitute a waiver the "insured's" or our right to remove an action to the United States District Court, regardless of the jurisdiction in which, an action is commenced.

## 7. Inspection And Audit

- a. Upon reasonable prior notice, we will be permitted, but not obligated to, audit your financial books and records or inspect, monitor or examine your services, operations, activities or properties at any time as far as they relate to the subject matter of this policy. Any inspections will be coordinated through the broker or agent of the "first named insured".
- b. Neither our right to audit, inspect, monitor or examine, nor the actual undertaking thereof or any report thereon, constitutes an undertaking to determine or warrant that property or operations are safe, healthful, or conform to acceptable engineering practice, or are in compliance with any law, rule, or regulation.

## 8. Other Insurance

- a. This policy is excess over the Self-Insured Retention and any other valid and collectible insurance, whether such other insurance is stated to be primary, pro-rata, contributory, excess, contingent, self-insured, or otherwise, unless such other insurance is written specifically excess of this policy as evidenced by reference in such other policy to this Policy Number in its Declarations. When any other insurance has a duty to defend a "claim", we will have no duty to defend the "claim". If no such other insurance defends the "claim", we will have the right, but not the duty, to defend the "claim".
- b. Solely with respect to Paragraph 1. **Pollution Liability** of **SECTION I - CONTRACTORS POLLUTION AND PROFESSIONAL LIABILITY COVERAGE**, when you are required to include any person or entity as an additional "insured" under this policy by a written contract or agreement executed prior to the first commencement of the "pollution condition", such coverage will be provided on a primary and non-contributory basis to the extent required by the written contract or agreement.

## 9. Recoverable Insurance

You shall require that each "subcontractor" carry "recoverable insurance".

## 10. Representations

By acceptance of this policy, you agree that:

- a. The statements, declarations, and information contained in the application submitted for this policy and executed by you, and any other supplemental materials submitted to us are:
  - (1) True, correct, and complete;
  - (2) Material to our underwriting of this policy; and
- b. This policy has been issued by us in reliance upon the truth, correctness, and completeness of such statements, declarations, and information.