

PURCHASE AGREEMENT

This Purchase 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 Outdoor Creations Inc., a California corporation (the “Provider”).

RECITALS

WHEREAS, the City desires to purchase Seventy-Five (75) 508 Waste Receptacle (“Products”) for the Department of Parks and Recreation, as more particularly described in the Provider’s quote numbered Q6966, dated October 19, 2023 (“Quote”), and attached hereto as Exhibit A (“Products”);

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

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

SECTION ONE RESPONSIBILITY OF PROVIDER

1.1. The Provider shall perform all of its obligations in the manner set forth in this Agreement including, without limitation, selling the Products to the City at the prices and quantities set forth in the Quotes, and all related additional or incidental tasks necessary to effectuate the intent of this Agreement.

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

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

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

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

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

1.7. The Provider shall at its own expense comply at all times with all municipal, county, state and federal laws, regulations, rules, codes, ordinances and other applicable legal requirements.

SECTION TWO PAYMENT AND TERM

2.1. The term of this Agreement shall commence on the Effective Date and will continue until the Products have been delivered (the "Term"), unless earlier terminated in accordance with the terms herein. The City shall purchase the Products throughout the Term according to the prices and fees described in Exhibit A in an amount not to exceed Ninety-Three Thousand Seven Hundred and Fifty Dollars and 00/100 (\$93,750.00). No additional compensation shall be paid, and no increase in the time of performance shall be awarded to the Vendor for changes referenced in this Agreement without the prior written authorization of the City to proceed with such changes.

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

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

City of North Las Vegas
Attention: Accounts Payable
2250 Las Vegas Blvd., North, Suite 710
North Las Vegas, NV 89030

SECTION THREE REPRESENTATIONS AND WARRANTIES

3.1. Provider represents and warrants for the benefit of City, in addition to any other

representations and warranties made in this Agreement, with the knowledge and expectation of City's reliance thereon, as follows:

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

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

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

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

SECTION FOUR INSURANCE

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

SECTION FIVE TERMINATION

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

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SECTION SIX INDEMNIFICATION

Notwithstanding any of the insurance requirements or limits of liability set forth herein, the Provider shall defend, protect, indemnify and hold harmless the City, and its officers, agents and employees, from any liabilities, claims, damages, losses, expenses, proceedings, suits, actions, decrees, judgments, reasonable attorneys' fees, and court costs which the City suffers, and/or its officers, agents or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of the Provider, its agents, and employees, or anyone employed by any of them, in fulfillment or performance of the terms, conditions or covenants of this Agreement including, without limitation, compliance with the terms of Exhibit A. This Section 6 shall survive the completion of the Project, if applicable, and the termination or expiration of this Agreement until such time as the applicable statutes of limitation expire.

SECTION SEVEN NOTICES

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

To City: City of North Las Vegas
Attention: Belia Guzman
2250 Las Vegas Blvd., North, Suite 820
North Las Vegas, NV 89030
Phone: 702-633-1464

To Provider: Outdoor Creations Inc.
Attention: Joe Myhrvold
2270 Barney Road
Anderson, CA 96007
Phone: 530-365-6106
Email: joe@outdoorcreations.com

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

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SECTION EIGHT SAFETY

8.1. Obligation to Comply with Applicable Safety Rules and Standards. Provider 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. Provider further recognizes that, while Provider is performing any work on behalf the City, under the terms of this Agreement, Provider agrees that it has the sole and exclusive responsibility to assure that its employees and the employees of its subcontractors comply at all times with all applicable safety and health standards as above-described and all applicable City safety and health rules.

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

SECTION NINE MISCELLANEOUS

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

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

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

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

9.5. Controlling Agreement. To the extent any of the terms or provisions in the Quote conflict with this Agreement, the terms and provisions of this Agreement shall govern and control. Any additional, different or conflicting terms or provisions contained in Provider's Quote 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.

9.6. Attorneys' Fees. In the event any action is commenced by either party against the other in connection with this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court, including without limitation, fees for the services of the City Attorney's Office. This Section 9.6 shall survive the completion of this Agreement until the applicable statutes of limitation expire.

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

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

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

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

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

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

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

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9.14. Public Record. Pursuant to NRS 239.010 and other applicable legal authority, each and every document provided to the City may be a "Public Record" open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not be liable in any way to the Provider for the disclosure of any public record, including but not limited to documents provided to the City by the Provider. In the event the City is required to defend an action with regard to a public records request for documents submitted by the Provider, the Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorney's fees related to such public records request. This section 8.14 shall survive the expiration or early termination of the Agreement.

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


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

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

City of North Las Vegas,
a Nevada municipal corporation

Outdoor Creations Inc.,
a California corporation

By: _____
Pamela A. Goynes-Brown, Mayor

By: 
Title: CFO/Sec'y
Name: Deanna Puhlman

Attest:

By: _____
Jackie Rodgers, City Clerk

Approved as to Form:

By: _____
Micaela Rustia Moore, City Attorney

Exhibit A

Quote

Please see attached page(s).

QUOTATION

AUTHORIZED SALES PERSON SIGNATURE

Joe L. Myhrvold 10/19/23

Outdoor Creations Inc.

2270 Barney Road
Anderson, CA 96007
USA

PH# 530-365-6106

FX# 530-365-5129

Email joe@outdoorcreations.com

Date: 10/19/23

Quote No.: Q6966



SOLD TO

North Las Vegas
Accounts Payable
2250 Las Vegas Blvd. North 710
North Las Vegas, NV 89030
USA

SHIP TO

North Las Vegas
6 different parks(see below)
North Las Vegas, NV 89030

Sales Rep	Good Thru	Terms	Purchase Order
Joe L. Myhrvold	11/18/23	Net 30 Days	

Qty.	UOM	Model #	Description	Unit Price	Amount
75	EA	508 WASTE RECEPTACLE	360 Degree, Side Insets, Square hole, Side Opening Receptacle	1,110.00	83,250.00
75	EA	508 DR HANDLE BRONZE	508 DOOR W/HANDLE BRONZE (GR1372-BR340)		
150	<Each>	Cast In Logo	Cast In Logo-NLV unpainted		
	<Each>	Tan	ODC Tan Color		
	<Each>	Acrylic Sealer	Acrylic Sealer		
	EA	Smooth Finish	Smooth Finish		
75	<Each>	Ship	Shipping Only	140.00	10,500.00
			20 to Tropical Breeze Park 1505 E. Tropical Parkway North Las Vegas 89081		
			10 to Goynes Park 3909 W. Washburn Rd. North Las Vegas 89031		
			10 Eldorado Park 5900 Camino Eldorado Parkway North Las Vegas 89031		
			10 to Gold Crest Park 714 Craig Creek Avenue North Las Vegas 89032		
			15 to Monte Vista Park 4911 Scott Robinson Blvd. North Las Vegas 89031		
			10 to Sandstone Ridge Park 1661 W. Hammer Lane North Las Vegas 89031		

PLEASE FILL IN THE REQUIRED INFORMATION ON THE ADDITIONAL PAGE WITH THE TERMS AND CONDITIONS.

Please sign here to confirm your order and acknowledge that you have read and understand our terms and conditions

Forklift required upon delivery unless other arrangements made prior to order.

STANDARD DELIVERY A.R.O AND APPROVED SUBMITTALS/ORDER IS 16+ WEEKS (Does not apply to custom products).

Subtotal	93,750.00
Sales Tax	
TOTAL	93,750.00

Final sales tax will be calculated at time of shipping.

MODEL #508 CONCRETE WASTE RECEPTACLE WITH
LOCKABLE DOOR, SQUARE DEPOSIT
CITY OF NORTH LAS VEGAS, NV

OUTDOOR CREATIONS, INC.

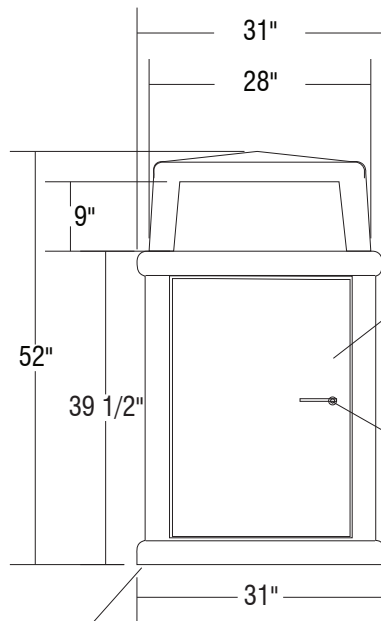
CUSTOMER APPROVAL x

SCALE: 1" = 24"

DRAWN BY: MNC

6/15/23

FRONT ELEVATION



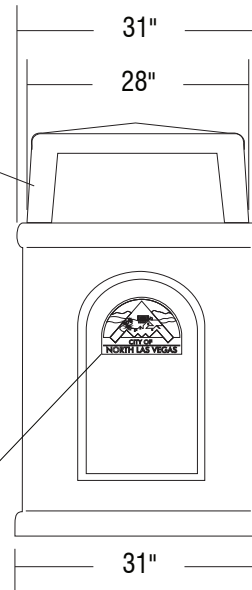
Recommended to secure trash receptacle to concrete slab with construction epoxy.

3/16" powder coated steel door color "Bronze" GR1372-BR340

Door Handle locked with external lock (lock not included)

Precast Concrete top with 360 degree access

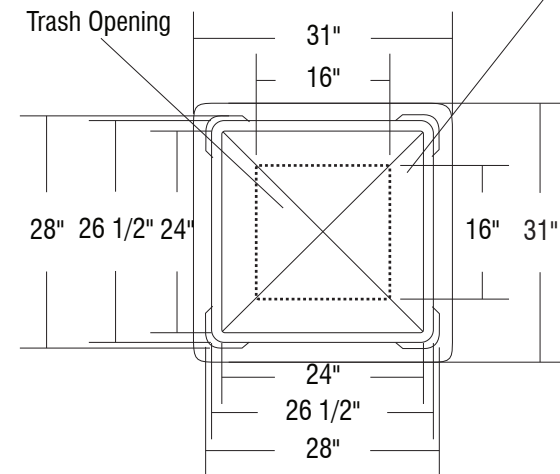
SIDE ELEVATION



(2) Cast in logos on opposing sides of receptacle in full relief, no color
Size: 10" x 7"

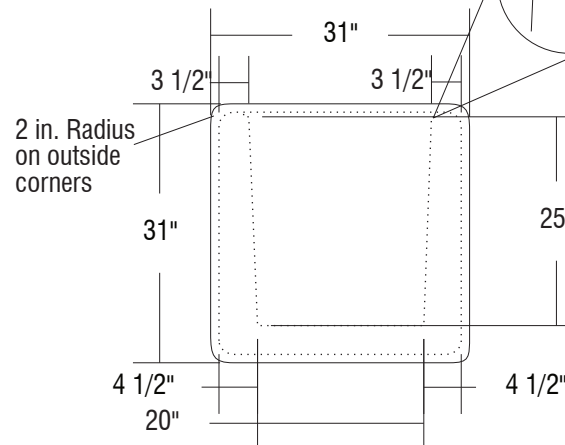
Concrete Dome Lid - Attaches to main body with (4) coil rods epoxied into corresponding grout pockets in lower cabinet.

PLAN



1/2" x 1/2" Shoulder for door to fit in

BOTTOM VIEW



Liner included: GF56

NOTES:

1. Concrete mix design to include a mixture of Portland Cement, water, coarse and fine aggregates, pure mineral oxide coloring agents (when applicable) to yield a minimum compressive strength of 5000 psi.
2. Final product shall be reinforced with #4 and #5 rebar grid.
3. Product is cast in 1-piece with no assembly required.
4. Hairline cracks may develop over time. These are not structural failures, but inherent characteristics of the material itself.
5. Air pockets are a common occurrence in precast products. The frequency and size of air pockets are variable and to be expected, especially on vertical surfaces.
6. Concrete corners and edges will chip if not handled according to guidelines. Patch kits are available but may or may not blend and can be variable.
7. There is a level of care and maintenance associated with your product and is the responsibility of the end user. Choosing the right sealer can help minimize those costs.

WEIGHT: 1650 LBS
TEXTURE: Smooth
COLOR: ODC Tan
SEALER: Standard Acrylic



**OUTDOOR
CREATIONS
INC.**

2270 Barney Street
Anderson, CA 96007
(530) 365-6106
FAX (530) 365-5129

MODEL #507 CONCRETE WASTE RECEPTACLE - SQUARE
CITY OF NORTH LAS VEGAS LOGO, 10" x 7", CAST IN

OUTDOOR CREATIONS, INC.

DRAWN BY: MNC

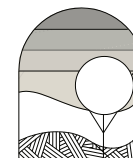


(2) Cast in logos
on opposing sides
of receptacle
in full relief, no color
Size: 10" x 7"

PLEASE NOTE:

It is **VERY IMPORTANT** to carefully read over your artwork, this includes, but is not limited to, the spelling of names, dates, places, logos, etc. Outdoor Creations Inc. is not liable for replacement of product, if artwork has been approved. Replacement of product that was approved with incorrect spellings, dates, logos, etc will be the responsibility of the customer. Thank you for your understanding.

I have read the above statement and approve the artwork: _____



**OUTDOOR
CREATIONS
INC.**

2270 Barney Street
Anderson, CA 96007
(530) 365-6106
FAX (530) 365-5129



OUTDOOR CREATIONS, INC.

Unique Entity ID QWC2MLNMLXH3	CAGE / NCAGE 1NSL1	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Apr 11, 2024	
Physical Address 2270 Barney RD Anderson, California 96007-4305 United States	Mailing Address 2250 Barney RD Anderson, California 96007-4305 United States	

Business Information

Doing Business as OUTDOOR CREATIONS	Division Name (blank)	Division Number (blank)
Congressional District California 01	State / Country of Incorporation California / United States	URL www.outdoorcreations.com

Registration Dates

Activation Date Apr 14, 2023	Submission Date Apr 12, 2023	Initial Registration Date Nov 29, 2001
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Entity Dates

Entity Start Date Sep 11, 1985	Fiscal Year End Close Date Sep 30
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Immediate Owner

CAGE (blank)	Legal Business Name (blank)
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Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
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Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors Manufacturer of Goods
Profit Structure For Profit Organization		

Socio-Economic Types

Self Certified Small Disadvantaged Business

Women-Owned Business

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments

Yes

Debt Subject To Offset

No

EFT Indicator

0000

CAGE Code

1NSL1

Points of Contact

Electronic Business

♀
DEANNA PUHLMAN, Mrs.

2270 Barney Road
Anderosn, California 96007
United States

Jennie Cox

2270 Barney Road
Anderson, California 96007
United States

Government Business

♀
Joe Myhrvold, Mr.

2270 Barney Road
Anderosn, California 96007
United States

Jennie Cox

2270 Barney Road
Anderson, California 96007
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	327390	Other Concrete Product Manufacturing
	115310	Support Activities For Forestry
	238190	Other Foundation, Structure, And Building Exterior Contractors
	327331	Concrete Block And Brick Manufacturing
	337127	Institutional Furniture Manufacturing
	339920	Sporting And Athletic Goods Manufacturing
	339950	Sign Manufacturing

Product and Service Codes

PSC	PSC Name
7195	Miscellaneous Furniture And Fixtures
7830	Recreational And Gymnastic Equipment

Disaster Response

This entity does not appear in the disaster response registry.

ENTITY INFORMATION**ENTITY INFORMATION****Entity Name:**

OUTDOOR CREATIONS, INC.

Entity Number:

C32-1982

Entity Type:

Domestic Corporation (78)

Entity Status:

Permanently Revoked

Formation Date:

01/05/1982

NV Business ID:

NV19821000441

Termination Date:**Annual Report Due Date:**

1/31/2010

REGISTERED AGENT INFORMATION**Name of Individual or Legal Entity:**

.RESIGNED

Status:

Active

CRA Agent Entity Type:

Registered Agent Type:

Non-Commercial Registered Agent

NV Business ID:

NV20091402243

Office or Position:**Jurisdiction:****Street Address:****Mailing Address:****Individual with Authority to Act:****Fictitious Website or Domain Name:****OFFICER INFORMATION**☐ **VIEW HISTORICAL DATA**

Title	Name	Address	Last Updated	Status
President	ALTON C BINGHAM	6411 W DEER SPRING WAY, LAS VEGAS, NV, 89131, USA	01/30/2008	Active
Director	ALTON C BINGHAM	6411 W DEER SPRING WAY, LAS VEGAS, NV, 89131, USA	01/30/2007	Active
Secretary	ALTON C BINGHAM	6411 W DEER SPRING WAY, LAS VEGAS, NV, 89131, USA	01/28/2005	Active
Treasurer	ALTON C BINGHAM	6411 W DEER SPRING WAY, LAS VEGAS, NV, 89131, USA	01/28/2005	Active

Page 1 of 1, records 1 to 4 of 4

CURRENT SHARES

Class/Series	Type	Share Number	Value
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No records to view.

Number of No Par Value Shares:

2500

Total Authorized Capital:

2,500

[Filing History](#)

[Name History](#)

[Mergers/Conversions](#)

[Return to Search](#)

[Return to Results](#)