

## CITYWIDE TREE TRIMMING SERVICES AGREEMENT

This Citywide Tree Trimming 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 Par-3 Landscape & Maintenance, Inc., a Nevada corporation (“Provider”).

### **WITNESSETH:**

A. WHEREAS, the City requires Citywide tree trimming services, as described in the City of North Las Vegas Invitation to Bid B-1726 City Tree Trimming Services (“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**

This Agreement 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 at the rate specified in Exhibit A, 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 One Hundred Twenty-Five Thousand and 00/100 (\$125,000.00) for Year #1, One Hundred Twenty-Five Thousand Dollars and 00/100 (\$125,000.00) for Year #2, One Hundred Twenty-Five Thousand Dollars and 00/100 (\$125,000.00) for Year #3, One Hundred Twenty-Five

Thousand Dollars and 00/100 for Renewal Option #1, and One Hundred Twenty-Five Thousand Dollars and 00/100 for Renewal Option #2, as specified in Schedule A below. The total not to exceed amount of this Agreement is Six Hundred Twenty-Five Thousand Dollars and 00/100 (\$625,000.00).

Schedule A	
Year:	Amount:
Year #1	\$ 125,000.00
Year #2	\$ 125,000.00
Year #3	\$ 125,000.00
Renewal Option #1	\$ 125,000.00
Renewal Option #2	\$ 125,000.00
<b>TOTAL:</b>	<b>\$ 625,000.00</b>

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.

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## 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.

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.

9.1.4 Contractors' Pollution Legal Liability with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

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, Ste. 820  
North Las Vegas, Nevada 89030  
Phone: 702-633-1745

To Provider: Par-3 Landscape & Maintenance, Inc.  
4610 Wynn Road  
Las Vegas, NV 89103  
Phone: 702-253-7878  
Email: chris.steiner@par3landscape.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.

**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

Par-3 Landscape & Maintenance, Inc.  
a Nevada corporation

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

By: CAH  
Name: Chris Steiner  
Title: Tree Division Manager

ATTEST:

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

Approved as to form:

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

Exhibit A

Invitation to Bid – B-1726

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 Department  
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)

**May 6, 2024**

**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1726 CITY TREE TRIMMING SERVICES**

Bids will be received electronically only through the Nevada Gov eMarketplace (NGEM) System at [www.ngemnva.com](http://www.ngemnva.com) until **June 3, 2024 at 1:00 P.M.** (the "Bid Due Date"). **A Bid opening will be held on a conference call via Google Meet, Telephone# 515-318-5264, Meeting Pin# 454 328 898#on the BID Due Date.**

An optional Pre-Bid Meeting will be held on **May 13, 2024 at 10:00 a.m.** via Google Meet conference call, **Telephone # 929-324-9856, Meeting Pin# 100 140 592#**. The purpose of this meeting is to discuss the Invitation to Bid requirements and answer any questions or concerns. Any and all questions asked during this meeting must be sent via email or submitted in NGEM at the conclusion of the Pre-Bid Meeting.

All questions or concerns must be submitted electronically in the NGEM System or via e-mail to Joy Yoshida, Buyer, at [yoshidaj@Cityofnorthlasvegas.com](mailto:yoshidaj@Cityofnorthlasvegas.com). The cut-off time for all questions is **May 20, 2024, at 12:00 p.m.** All questions received will be consolidated and answered AFTER the question cut-off period via Addendum on NGEM. Any questions received after the question cut-off period will not be answered.

Bid documents may be accessed at [www.ngemnva.com](http://www.ngemnva.com) or on the City of North Las Vegas Purchasing Web Page (listed above). The City reserves the right to reject any and all Bids, waive any informality or technicality, or to otherwise accept Bids deemed in the best interest of the City.

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Marie Leake  
Procurement Manager

Published in the Las Vegas Review Journal  
(May 6, 2024)

**CITY OF NORTH LAS VEGAS INVITATION TO BID  
BID B-1726 CITY TREE TRIMMING SERVICES**

**1. PUBLIC RECORDS:**

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

**2. PERFORMANCE OF WORK:**

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

**3. FORM OF CONTRACT:**

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

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

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

**5. EXPLANATION TO RESPONDENT:**

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

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

The evaluation of this Bid will be conducted by City personnel. The City will award this Bid to the Respondent(s) that submits the lowest responsive and responsible Bid deemed to be in the City's best interest. The City reserves the right to reject all Bids. Pursuant to NRS 332.065(4), the City shall not enter into a contract with a Respondent to this Bid unless the contract includes the written certification that the company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

7. **ASSIGNMENT OF CONTRACTUAL RIGHTS:**

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

8. **CONDITIONS OF BID SUBMITTAL:**

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

9. **BID PROTESTS:**

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

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

notice of protest pursuant to this section.

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

**10. LICENSES:**

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

**11. PUBLIC OPENING:**

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

**12. TERM OF THE CONTRACT:**

The contract shall commence on September 20, 2024 and shall have a term of three with two, one-year extensions at the sole discretion of the City Manager.

**13. INSURANCE:**

Prior to the commencement of the Contract, each 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 be primary and any insurance or self-insurance maintained by the City will apply in excess of, and not contribute with, the insurance required. 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 Respondent shall secure, maintain in full force and effect, and bear the cost of the following insurances throughout the duration of the contract:

**COMMERCIAL GENERAL LIABILITY:** 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 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.

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.

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

CONTRACTORS' POLLUTION LEGAL LIABILITY: limits no less than \$1,000,000 per occurrence of claim and \$2,000,000 policy aggregate.

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 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).

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

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

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

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

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



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

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

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
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.

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

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

Such insurance shall include the specific coverage set out herein and be written for NOT LESS THAN the limits of liability and coverage provided in the "Insurance Service Office", or required by law and other governing agencies, whichever is greater. The cost of this insurance shall be deemed included in the 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 project.

**17. CANCELLATION OF CONTRACT:**

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

**18. TERMINATION FOR CONVENIENCE:**

The City shall have the right at any time to terminate further performance of the Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the Respondent, specifying the extent and effective date of the termination. On the effective date of the termination, the successful Respondent shall terminate all work and take all reasonable actions to mitigate expenses. The successful Respondent shall submit a written request for incurred costs for services performed through the date of termination within 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 response, while possibly necessary in the view of the Respondent, may result in lower scoring or disqualification of a Bid response. **A template of the City of North Las Vegas Service Agreement is attached in Exhibit F. Any and all exceptions to this document must be declared at the time of submission.**

**21. FISCAL FUNDING OUT:**

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

**22. LIMITATION OF FUNDING:**

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

**23. ESCALATION:**

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

**24. AUDIT OF RECORDS:**

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

decides that the facts justify, the City may receive and act upon an invoice submitted before final payment of the Bid.

- (e) The successful Respondent shall provide current, complete, and accurate documentation to the City in support of any equitable adjustment. Failure to provide adequate documentation, within a reasonable time after a request from the City will be deemed a waiver of the successful respondent's right to dispute.

**25. INDEPENDENT CONTRACTOR:**

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

**26. COMPANY PERSONNEL:**

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

**27. KEY PERSONNEL:**

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

The City also designates Eddie Rodriguez, Municipal Forester and Certified Arborist, as the project manager for this service. He can be contacted at 702-633-1495 or at [rodriguez@Cityofnorthlasvegas.com](mailto:rodriguez@Cityofnorthlasvegas.com) and is available Monday through Thursday from 7am to 4pm.

The cutoff date for any questions regarding this is **May 20, 2024, at 12:00 p.m. Pacific Standard Time. Any questions submitted beyond this cut-off time will not be answered.**

**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1726 CITY TREE TRIMMING SERVICES  
DEFINITIONS**

**ANSI A-300** – American National Standards Institute – In the United States, industry developed, national consensus standards of practice for Tree Care.

**ANSI Z133.1** – American National Standards Institute – In the United States, industry developed, national consensus standards of practice for Tree Operations.

**Arboriculture** – practice and study of the care of trees and other woody plants in the landscape.

**Arborist** – Professional who possesses the technical competency gained through experience and related training to provide for or supervise tree pruning, tree removal or the management of trees and other woody plants. Such trainees shall be under the direct supervision.

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

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

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

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

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

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

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

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

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

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

**Contractor** – a person or company that undertakes a contract to provide materials or labor to perform a service or a job.

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

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

**Municipal Forester** – a person appointed by the City to oversee the care and management of all trees located in the public right of way, facilities, trails and parks.

**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-1726 CITY TREE TRIMMING SERVICES**

**SCOPE OF WORK**

**1. Scope of Work:**

**1.1 PURPOSE OF BID**

The City of North Las Vegas ("City") is soliciting bids from qualified tree care companies to provide all labor, materials, equipment, transportation, and supervision to perform selected tree care services, including structural tree trimming and tree removal services at City's facilities, parks, parkways, medians, and rights-of-way for the City's approximately 30,000 trees.

**1.2 SCOPE OF WORK/SERVICE DESCRIPTIONS**

The Contractor shall meet and adhere to these requirements:

1.2.1 Contractor shall incorporate and meet all the standards set by the American National Standards Institute (ANSI) A-300.1-2023 Tree care standards and the International Society of Arboriculture (ISA) standards.

1.2.2. **The Tree Care Services** specified herein shall be for the preservation, planting, pruning and removal of trees in public right of way, easements, trails, parks and on private property for purposes of public safety. Tree Care Services include, but are not limited to the following.

1.2.3. **Safety Prune** – trees in this category are needed to remove hazards or to address liabilities such as, hangers, broken limbs, over extended limbs that need to be corrected, light lifting and light clearance such as a street light or a sign. This work does not require full trimming but rather remedial type of work to correct issue.

1.2.4. **Routine Prune** – a pruning system intended to maintain the tree's characteristic growth patterns and adaptations. A natural system should allow for changes in appearance resulting from pruning for certain specified objectives to include:

Reducing the crown or over-extended limbs, raising of crowns, improving structure, improving tree health and mitigating risk.

1.2.5. **Structure Prune** – is pruning to influence the orientation, spacing, growth rate, strength of attachment, and ultimate size of branches and stems.

1.2.6. **Tree Removal** – includes the removal of the tree and to stump grind approximately 12" inches below grade or deeper, no less. Repair damaged irrigation, restore landscape and haul off of all debris.

1.2.7. **Stump Grinding** – This service is for pre-existing stumps. Call before you dig should be performed prior. Stumps should be ground down to minimum depth of 12” inches or deeper, no less. Repair damaged irrigation, restore landscape and haul off of all debris. Large visible surface roots extending out (3) feet from all points of the stump shall be ground down till not visible. All excess material should be removed.

1.2.8. **Mexican Fan Palm Trimming** – fronds should be removed by making a cut close to the petiole base without damaging living trunk tissue. Remove damaged, dead, or loose fronds when necessary to reduce risk or to improve aesthetics. All palms should be trimmed in between 10-2 and 9-3. All palms should be pruned after flowers set. Climbing spurs should not be used on live palms.

1.2.9. **Date Palm Trimming** - fronds should be removed by making a cut close to the petiole base without damaging living trunk tissue. Remove damaged, dead, or loose fronds when necessary to reduce risk or to improve aesthetics. All palms should be trimmed to a 9-3. All palms should be pruned after flowers set. Climbing spurs should not be used on live palms.

1.2.10. **Palm Tree/Trunk Maintenance** – when removing dead petiole bases (skinning, or diamond cutting), living trunk tissue should not be damaged. The base or ball should not extend more than 4 feet below the crown.

1.2.11. **3-Man Day Rate Crew** – this line item will be used at the direction of the Municipal Forester to perform tasks outside of regular routine maintenance such as chipping green waste or rejuvenation pruning. It will include a 3-man crew with a truck, chipper and all necessary tools to perform tree work.

1.2.12. **Tree Planting** – is to include; call before you dig, site preparation, moving and storing of trees, tree staking, irrigation repair, landscape restoration and haul off of all spoils. Contractor should be capable of planting trees that size from a 24” box tree to a 48” box tree. (Planting specifications will be under additional requirements)

1.2.13. **Emergency Service** – Contractor will be required to provide emergency/on call response to hanging limbs, wind damaged or down trees. These emergencies can happen at anytime of the day, during inclement weather and storm conditions. The contractor shall respond to the incident within (90) minutes of the initial telephone call and report back upon completion of the emergency work specified.

### 1.3 TRAFFIC CONTROL

1.3.1. Contractor shall be responsible for having an American Traffic Safety Services Association (ATSSA) certified person implementing all traffic control and



safety delineation required at each work site. Contractor shall submit and complete all Public Works Engineering Traffic Control Requirements and all applicable laws and regulations.

1.3.2. The Contractor is responsible for all cost incurred to provide, erect, and maintain all traffic-controlled devices, operations and plans to complete work. Contractor shall also provide such other adequate devices or measures deemed necessary by the Municipal Forester.

1.3.3. At the end of the day's work and at other times when operations are suspended for any reason, the contractor shall remove all equipment, debris, and other obstructions from that portion of the roadway open for use by public traffic.

1.3.4. If any conditions exist, which in the judgment of the City, requires additional or special traffic control methods or signing, Contractor shall supply such traffic controls at no additional cost to the City.

1.3.5. Contractor must take necessary precautions to protect maintenance crew and roadway users from hazards. Contractor shall provide informational signs and other signs for convenience necessary to adequately advise the public of work.

1.3.6. All employees of the Contractor exposed to traffic shall wear a high visibility work zone apparel meeting requirements set forth in the ANSI/ISEA 107-2017.

#### **1.4 TREE CARE/PRUNING - OPERATION SAFETY**

1.4.1. Contractor shall incorporate ANSI publication Z133.1-2017 in specifications and safety requirements. An inspection shall be made by a qualified arborist to determine whether an electrical hazard exists before climbing, otherwise entering, or performing work in or on a tree. Arborist not qualified by training and experience to work within 10 feet (3.05m) of electrical conductors shall maintain at all times the minimum approach distances (MAD).

1.4.2. Contractor shall operate equipment in a manner that will minimize offensive noise. Contractor must only use hand tools to perform any work done prior to 7:00 a.m. When working adjacent to residential homes, Contractor shall not use chippers in one location for extended periods.

1.4.3. Contractor shall perform all work at a time and in a manner that will not impede traffic or will interfere with normal work activities of the surrounding facilities.

1.4.4. The City's designee may choose a location where Contractor may deposit wood chips originating from City trees.

1.4.5. All pruning tools used to complete this work shall be disinfected prior to use within each park, facility or street locations. Such pruning tools shall be clean, sharp, and in proper working order. Contractor shall check for safety before each job.

1.4.6. All trucks, chippers, and other heavy equipment shall be in good operating condition, well maintained, and in compliance with all applicable laws and regulations.

1.4.7. Contractor must protect all private property adjacent to work areas. Any damage to private property resulting directly or indirectly from the Contractor's actions shall be the responsibility of the Contractor. Contractor shall repair all the damage prior to the job being considered complete or before the City makes any payment for that work.

1.4.8. Contractor shall not drive or park maintenance vehicles under the drip line of trees or on lawn or ground cover areas.

1.4.9. Contractor will ensure that streetlights, signal lights, and utility line are clear. In addition to the specified pruning technique at each tree, Contractor will clear the crowns of the trees to clear street signs and to allow adequate clearance over the right-of-way and private property.

1.4.10. Contractor shall not store any property on City property without prior approval by the City's representative or Municipal Forester. The City is not liable, at any time, for any damage to, or theft of, Contractor's property.

#### **1.4.11. Removal of Debris**

1.4.11.1. Contractor shall remove all debris, such as tree trimmings, brush, chips and wood on a daily basis by the end of the workday. Debris is not allowed to be stored overnight on or in the City right of way.

1.4.11.2. Contractor shall not use City's dumpsters to get rid of their debris unless otherwise specified by the City's representative or Municipal Forester.

1.4.11.3. All diseased or infected wood or trimmings shall be disposed of offsite to a refuse disposal site and shall not be used as mulch around any City trees.

1.4.11.4. Upon request of the City of North Las Vegas and its residents, useable wood can be requested and the contractor shall cut wood into firewood lengths for reuse if needed.

1.4.11.5. The City's Municipal Forester may at times may choose to deposit wood chips originating from the City trees to a specific location within the City.

### **1.5 PRUNING TECHNIQUE/STANDARDS**

1.5.1. Contractor shall incorporate ANSI publication A300.1-2023 in specifications for the present performance standards for care and maintenance of trees, shrubs and other woody plants.

1.5.2. **Natural pruning system** – will be used to maintain characteristic growth habit and adaptations. This allows for changes when trying to achieve certain specified objectives.

1.5.3. **Pruning Intensity** - The amount of live tissue removed shall be governed by the Municipal Forester. The pruning amount or intensity of pruning should be limited to removing 5% to no more than 25% in any season.

1.5.4. **No excessive thinning** – there shall be even distribution of foliage along large limbs and in the lower portion of the crown. Over thinning reduces the tree’s sugar production capacity and can create over-extended limbs that are prone to failure and sunscald.

1.5.5. **Clearance pruning** – will be used to reduce interference with people, activities, infrastructure, buildings, traffic, lines-of-sight or the health or growth of other plants. Directional pruning will be the preferred way to direct branch growth.

A. Streets – shall have a 14-foot clearance upward from the face of the curb.

B. Center Medians – shall have a 14-foot clearance upward from the face of the curb and the lower canopy inside the median shall be 10-feet high.

C. Sidewalks – trees over sidewalks shall be lifted to 8-feet for pedestrian traffic

D. Trailways – over the trails the trees shall be lifted to 10-feet for bicycle riders and pedestrian traffic.

E. Structures – such as signs, light poles, buildings, walls, etc. there shall be a clearance of 5-feet from any structures.

1.5.6. **Reduction pruning** – will be used for structural pruning, directional pruning, density reduction, risk mitigation and when reducing the tree size

1.5.7. **Risk Mitigation Pruning** – will be used to reduce the likelihood for branch or whole tree failure and will be a primary consideration on Large mature trees to address defects and conditions that increase the likelihood of failures.

1.5.8. **Crown Thinning** – is not an acceptable A300 pruning standard and will not be used, as it promotes clearing out the center of trees and lion tailing

1.5.9. **Lion tailing** – is the removal of interior lateral branches that results in a concentration of foliage at branch ends shall not be considered an acceptable practice.

1.5.10. **Topping trees** - as a means to reduce height and/or spread is considered an unacceptable practice, as it causes decay and poor branch attachment. Reduction cuts should be used as an alternative for height reduction.

1.5.11. **Exception pricing** will be negotiated on a case-by-case basis such as, but not limited to, power line conflicts, or jobs requiring specialized equipment or certifications.

1.5.12. **Tree diseases** can spread when pruning wounds allow spores access into the tree. Pruning tools shall be disinfected after each tree with a minimum of a 50/50 bleach and water solution.

## **2. Performance Requirements:**

2.1. Service Coordination. All performance of services must be coordinated with the City of North Las Vegas Municipal Forester per the "Scope of Work". The City reserves the right to refuse service if services are not coordinated prior to performance.

2.2. Performance Schedule. The supplier shall commence performance under the contract after issuance of the Notice to Proceed and adhere to the response and completion times in the accordance with the times set forth in the "Scope of Work" to this contract. Failure to meet the performance time specified shall constitute a breach of contract "Event Default".

2.3. Inspection and Acceptance. The services will be inspected at time of performance by the Municipal Forester for workmanship, appearance, and conformance to all other requirements of this contract. In the event deficiencies are detected, the services will be rejected to enable the supplier to make the necessary repairs, adjustments or replacements. Payment will not be made and discount period (if applicable) will not commence until the corrective action is complete and the services have been reinspected and accepted by the City.

2.4. Measurement of Trees. Measurements of the trunk diameter or otherwise known as the DBH (diameter at breast height) in considered to be 4.5 feet above ground. For multi trunk stems, size is determined by measuring all the trunks, and then adding the total diameter of the largest trunk to one-half the diameter of each additional trunk.

2.5. Tree Inventory Management. The contractor shall be experienced in tree inventory software programs that allows the City to maintain accurate and up to date information about its tree population, description of each tree by species, height, and width, condition, diameter and work history.

2.5.1. Attributes to be collected by field personnel may include: work performed, species, diameter, condition, height, width, address, street name, facility, park, trail, and over-head utilities.

2.5.2. Contractor shall be experienced in updating tree inventories, managing work records and work tracking. Contractor will export all data to the City of North Las Vegas.

2.5.3. Contractor shall submit correctly written work orders/proposals to match the contracted "Bid Line Items". Once the bid line items are matched correctly the Municipal Forester will send the approval to purchasing for a P.O. (purchase order). All invoicing must match the original written P.O., no work can be added to a P.O. once it has been approved and created. All extra work will have to be submitted on a separate work order/proposal.

2.5.4. The Contractor shall provide resolution of discrepancies in service and invoicing within five (5) business days of notification.

2.5.5. The contractor shall inspect all designated sites and submit written pricing before beginning and performing any work.

2.6. 3-Man Day rate crew. After each completed day of work, contractor shall update the tree inventory of all work that was completed that day including: 1) specific trees worked on and 2) any changes in conditions or growth characteristics of the tree. The City does not pay for unproductive or downtime due to equipment failure.

## 2.7. Work Hours

2.7.1. Contractor shall perform all work during normal business hours. Working hours will be from 6a.m. to 5p.m. Monday thru Friday, except holidays unless otherwise requested or authorized by the Municipal Forester or a City of North Las Vegas representative.

## 2.8. Contractor Response Times

2.8.1. Contractor shall respond, start, and complete responses for the following service types, schedules, proposals, calls etc., in the allotted time frames listed below:

**A. Work Schedules** – contractor shall respond with a schedule date within (48) hours of receiving the approval.

**B. Service Call** (non-emergency) – Contractor shall respond to the Municipal Forester or City representative within (4) hours after the notification of service. If a response is not possible due to insufficient time remaining in the day (before 5:00 p.m.), the (4) hour maximum continues from 7:00 a.m. on the next day.

**C. Emergency Service Call** – contractor shall respond within (1) hour of notification of an emergency during anytime, normal working hours, weekends and holidays.

**D. Response to An Emergency Call** – Contractor shall respond within (2) hours of the call to the site or location of the emergency and start work.

**E. Repairs and Damages** (Public or Private) – cause by the contractor, shall be repaired within (24) hours of the occurrence. This can include damage to plants, infrastructure, signs, irrigation, concrete, etc. An exception will be made for infrastructure that could take longer but it is not to exceed (5) working days. The owner reserves the right to make necessary repairs and deduct these costs from any money due to the contractor.

**F. Warranty Work** – Contractor shall repair or warranty work within in (48) hours of the request or notification.

**G. Inventory Update** – Contractor shall update the tree inventory within (24) hours of completing any work including emergencies.

**H. Public Notification** – contractor shall notify all residents or associations fronting the street right-of-way (2) weeks prior to any scheduled tree care explaining the work to be performed. Written notification in both English and Spanish is required. This can be done with a door hanger or certified letter.

“No Parking Signs” shall be posted (48) hours in advance of the area needed for no parking.

If an **Objection After Notification** occurs while work is in progress by a citizen, the contractor shall immediately stop work on the tree or trees in question and immediately notify the City. Work shall not resume on that particular location until the City settles the complaint.

### **3. Additional Requirements**

3.1. Contractor shall confer with the Municipal Arborist before the beginning of the contract to review the desired expectations, standards and a quality assurance plan for all work to be performed in the contract.

3.2. Contractor must successfully demonstrate and execute the expectations, the standards and the ability to perform all work under the scope of the contract for which they are being paid.

3.3. Contractor will be required to meet with the Municipal Forester at least once a month to review completed work and future work related to the execution of the contract. This will also require the contractor to meet with the Municipal Forester once all work is completed for inspection.

### **4. Planting Specification**

#### **4.1. Site Preparation**

- A. Call before you dig must be completed prior to the start of planting.
- B. Trees installed in turf shall have a mulch ring before planting. (CNLV will do)
- C. Planting hole depth shall be slightly above the final grade.
- D. Soil beneath the root ball shall not be disturbed.
- E. Planting hole width shall be determined before planting.
- F. Planting hole may need to be enlarged depending on the quality of soil.

#### **4.2. Installation**

- A. Circling, girdling, and kinked roots should be pruned or redirected.
- B. Excessive soil or other material over the root flare shall be removed.
- C. The base of the root flare shall be slightly above the final grade.
- D. Root ball support materials shall be removed prior to backfilling.
- E. The tree shall not be handled or lifted by the trunk.
- F. The boxing material should not be removed by pulling or leveraging of the trunk.

G. Contractor is responsible for placing irrigation back to its original state. Contractor is not required to install new irrigation not present before, unless otherwise agreed by the Parties.

#### **4.3. Backfill and Mulch**

- A. Backfill should consist of the native soil or similar to it.
- B. Soil amendments should be suitable for the specie type.
- C. Backfill should be installed to finish grade.
- D. Backfill should be compacted sufficiently to limit the movement of the root ball.
- E. Water should be applied thoroughly so that the root ball is saturated.
- F. Organic mulch should be applied around the perimeter of the planting hole but should not touch the flare.
- G. Tree supports should be installed, (staking) and the transfer stake removed.

#### **5. Contractor Responsibilities:**

5.1. References: List the names and addresses of at least two (2) customers for whom the Bidder has performed similar services, with a minimum of 2500 trees, within the last five (5) years. Include dates of service, size and type of facility, service schedule, contact persons, address and telephone numbers. In the event any reference is found to be unsatisfactory, the City reserves the right to reject the Bidder's offer.

5.2. The Bidder must be licensed in a category relevant to this scope of work and will have demonstrated experience and success in providing at least five (5) years of experience in southern Nevada.

5.2.1. A copy of the Bidder's current Contractor' License must be submitted with the bid.

5.3. Contractor shall maintain a local office, within 30 miles of the City, with a telephone that is answered by an employee or answering service in English.

5.4. The Contractor shall provide an English-speaking Project Manager to develop the monthly schedule and an English-speaking on-site supervisor for each project.

5.5 The Contractor shall furnish personnel who are training with a minimum (5) years performing tree trimming and removal services according to the specifications of the contract; and supervisors who will be responsible for their performance.

5.6. Designations/Certifications:

5.6.1. The on-site crew lead shall be an ISA Certified Arborist and identified by name in the bid submission with a resume included. The on-site crew leader must have at least (2) years of verifiable experience performing municipality tree work.

5.6.2. ISA Certified Arborist and ISA Certified Tree Worker Climber Specialist tree workers are preferred. Proof of certification must be provided in the bid submission.

5.6.3. The Contractors project manager for the City of North Las Vegas must be an ISA Certified Arborist for purposes of investigating and making recommendations to the Municipal Forester. The Certified Arborist shall be required to disclose their recommendations and provide the supporting reason(s) for the recommendations in writing prior to the start of work.

5.6.4. Contractor is required to furnish all ISA Certified Arborist names, certificate numbers and expiration date of card holder within (7) calendar days of after notification of award. False documentation of any such information will warrant immediate termination of the contract.

5.6.5. (ATSSA) American Traffic Safety Services Association, (certified personnel Shall be on site when barricades/traffic control are to be erected.

5.6.6. TCIA (Tree Care Industry Association) Accreditation is preferred. Contractor is required to show proof of Accreditation in their bid submission. Contractor shall be required to show expiration dates and names. False documentation of any such information will warrant immediate termination of the contract.



**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1726 CITY TREE TRIMMING SERVICES**

**EXHIBIT LISTING**

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

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

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

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

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

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

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

**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1726 CITY TREE TRIMMING SERVICES  
EXHIBIT A  
OFFER STATEMENT AND BUSINESS INFORMATION**

This Bid is submitted in response to **BID B-1726 CITY TREE TRIMMING SERVICES** 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-1726 CITY TREE TRIMMING SERVICES**

**EXHIBIT B  
QUALIFICATIONS AND EXPERIENCE OF RESPONDENT**

**Name:** \_\_\_\_\_

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

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

**Example Contract 1:**

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

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

\_\_\_\_\_

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? \$ \_\_\_\_\_

**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1726 CITY TREE TRIMMING SERVICES  
EXHIBIT B – QUALIFICATIONS AND EXPERIENCE OF RESPONDENT (Continued)**

**Example Contract 2:**

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

Did the contract contain a liquidated damages clause? ☐ YES ☐ NO

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

**Example Contract 3:**

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

Did the contract contain a liquidated damages clause? ☐ YES ☐ NO

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

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

**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1726 CITY TREE TRIMMING SERVICES  
EXHIBIT C – AFFIDAVIT OF REJECTION OF COVERAGE  
FOR WORKERS’ COMPENSATION  
UNDER NRS 616B.627 AND NRS 617.210**

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

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

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

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

Signature\_\_\_\_\_

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

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

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

Notary Signature\_\_\_\_\_

STAMP AND SEAL



**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1726 CITY TREE TRIMMING SERVICES  
EXHIBIT D- Non-Collusion Affidavit**

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

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

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

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

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

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

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



**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1726 CITY TREE TRIMMING SERVICES  
EXHIBIT E- Written Certification**

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

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

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

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

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

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE



**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1726 CITY TREE TRIMMING SERVICES  
EXHIBIT F- Exceptions to North Las Vegas Service Agreement**

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



## CITYWIDE TREE TRIMMING SERVICES AGREEMENT

This Citywide Tree Trimming 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 tree trimming services, as described in The City of North Las Vegas Invitation City Tree Trimming Services Bid B-1726 (“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

This Agreement shall commence on the September 20, 2024 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:

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.

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.

9.1.4 Contractors' Pollution Legal Liability with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

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.

///

///



**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-1726

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)

**May 21, 2024**

**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1726 CITY TREE TRIMMING SERVICES  
ADDENDUM #1**

The deadline for questions for this proposal was 12:00 p.m., May 20, 2024. The following are the questions that were received along with the answers to those questions.

**Question 1. When it was specified the company needed to have 5 years of experience working in Southern Nevada, would 5 years of experience in "Nevada" be adequate? While we have not worked in Las Vegas we have worked from roughly Tonopah North for 8+ years.**

*Answer: Under the scope of work, section 5 Contractor Responsibilities, 5.2. says "The bidder must be licensed in a category relevant to this scope of work and will have demonstrated experience and success in providing at least five (5) years of experience in the Southern Nevada region. So, the answer is no.*

**Question 2. Can we have map for work walk?**

*Answer: Cannot interpret the question and it is not understood. So there is no answer.*

**Question 3. Would the city consider working with a contractor for Northern Nevada?**

*Answer: Under the scope of work, section 5 Contractor Responsibilities, 5.2. says "The bidder must be licensed in a category relevant to this scope of work and will have demonstrated experience and success in providing at least five (5) years of experience in the Southern Nevada region. So, the answer is no.*

Marie Leake  
Procurement Manager

**City of North Las Vegas**  
**BID B-1726 CITY TREE TRIMMING SERVICES**  
Pre-bid Meeting held on March 13, 2024 at 10:00am  
via a Google Meet conference call  
Conference Call Attendees

**City of North Las Vegas**

Joy Yoshida, Senior Buyer, Purchasing Division  
Belia Guzman, Buyer, Purchasing Division  
Doug Guild, Acting Director, Department Parks and Recreation  
Edward Rodriguez, Municipal Forester, Department Parks and Recreation

**Vendors**

Alex Craig  
Community Tree Service, LLC  
416 Salinas Rd.  
Royal Oaks, CA 95076  
alex@cts831.com  
831-763-2391

Chacye Cassani  
Arbor Pros, LLC  
Reno Office: 775-221-3827  
Truckee Office: 530-788-2844  
chayce@arborprosnv.com

Exhibit B

Bid

Please see attached page(s)



**BID B-1726 Addendum 1**  
**Par 3 Landscape Inc.**  
**Par 3 Lanscape & Maintenance, Inc.**  
**Supplier Response**

**Event Information**

Number: BID B-1726 Addendum 1  
Title: City Tree Trimming Services  
Type: Invitation for Bid  
Issue Date: 5/6/2024  
Deadline: 6/3/2024 01:00 PM (PT)  
Notes: The City of North Las Vegas ("City") is soliciting bids from qualified tree care companies to provide all labor, materials, equipment, transportation, and supervision to perform selected tree care services, including structural tree trimming and tree removal services at City's facilities, parks, parkways, medians, and rights-of-way for the City's approximately 30,000 trees.

**Contact Information**

Contact: Joy Yoshida  
Address: 2250 Las Vegas Blvd. Suite 820  
North Las Vegas, NV 89030  
Phone: 1 (702) 6331745  
Email: yoshidaj@cityofnorthlasvegas.com

### Par 3 Landscape Inc. Information

Contact: Kurtis Hyde  
Address: 4610 Wynn Road  
Las Vegas, NV 89103  
Phone: (702) 253-7878  
Fax: (702) 253-7879  
Email: kurtis@par3landscape.com  
Web Address: www.par3landscape.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Chris Steiner

Signature

Submitted at 6/3/2024 08:37:42 AM (PT)

chris.steiner@par3landscape.com

Email

### Requested Attachments

#### Required Documents

20240603083130.pdf

Exhibits A, B, C, D, and E, must be submitted as part of your Bid response.

#### Required Documents

20240603083144.pdf

Exhibit F must be submitted as part of your Bid response. Any and all exceptions to CNLV purchase agreement must be noted in response. All redlines to Exhibit F must be submitted as part of your Bid response. No redlines will be accepted after bid submission.

### Bid Attributes

#### 1 Acknowledgment of Addendum #1

I acknowledge receipt of Addendum #1

☒ Acknowledgment of Receipt of Addendum #1

### Bid Lines

#### 1 TYPE OF TREE WORK - Structure prune DIAMETER - 0-3"

Quantity: 1 UOM: EA Price: \$25.00 Total: \$25.00

#### 2 TYPE OF TREE WORK - Tree removal DIAMETER -0-3"

Quantity: 1 UOM: EA Price: \$39.00 Total: \$39.00

#### 3 TYPE OF TREE WORK - STRUCTURE PRUNE DIAMETER - 4-6"

Quantity: 1 UOM: EA Price: \$50.00 Total: \$50.00

#### 4 TYPE OF TREE WORK - Tree Removal DIAMETER - 4"-6"

Quantity: 1 UOM: EA Price: \$95.00 Total: \$95.00



5	TYPE OF TREE WORK - Routine prune DIAMETER - 7"-12"	Quantity: <u>  1  </u> UOM: <u>EA</u>	Price: <u>  \$125.00  </u>	Total: <u>  \$125.00  </u>
6	TYPE OF TREE WORK - Safety prune DIAMETER - 7"-12"	Quantity: <u>  1  </u> UOM: <u>EA</u>	Price: <u>  \$100.00  </u>	Total: <u>  \$100.00  </u>
7	TYPE OF TREE WORK - Tree removal DIAMETER - 7"-12"	Quantity: <u>  1  </u> UOM: <u>EA</u>	Price: <u>  \$325.00  </u>	Total: <u>  \$325.00  </u>
8	TYPE OF TREE WORK - Routine prune DIAMETER - 13"-18"	Quantity: <u>  1  </u> UOM: <u>EA</u>	Price: <u>  \$175.00  </u>	Total: <u>  \$175.00  </u>
9	TYPE OF TREE WORK - Safety prune DIAMETER - 13"-18"	Quantity: <u>  1  </u> UOM: <u>EA</u>	Price: <u>  \$150.00  </u>	Total: <u>  \$150.00  </u>
10	TYPE OF TREE WORK - Tree removal DIAMETER - 13"-18"	Quantity: <u>  1  </u> UOM: <u>EA</u>	Price: <u>  \$625.00  </u>	Total: <u>  \$625.00  </u>
11	TYPE OF TREE WORK - Routine prune DIAMETER - 19"-24"	Quantity: <u>  1  </u> UOM: <u>EA</u>	Price: <u>  \$350.00  </u>	Total: <u>  \$350.00  </u>
12	TYPE OF TREE WORK - Safety prune DIAMETER - 19" – 24"	Quantity: <u>  1  </u> UOM: <u>EA</u>	Price: <u>  \$275.00  </u>	Total: <u>  \$275.00  </u>
13	TYPE OF TREE WORK - Tree removal DIAMETER - 19" – 24"	Quantity: <u>  1  </u> UOM: <u>EA</u>	Price: <u>  \$825.00  </u>	Total: <u>  \$825.00  </u>
14	TYPE OF TREE WORK - Routine prune DIAMETER - 25" – 30"	Quantity: <u>  1  </u> UOM: <u>EA</u>	Price: <u>  \$255.00  </u>	Total: <u>  \$255.00  </u>
15	TYPE OF TREE WORK - Safety prune DIAMETER - 25" – 30"	Quantity: <u>  1  </u> UOM: <u>EA</u>	Price: <u>  \$230.00  </u>	Total: <u>  \$230.00  </u>
16	TYPE OF TREE WORK - Tree Removal DIAMETER - 25" – 30"	Quantity: <u>  1  </u> UOM: <u>EA</u>	Price: <u>  \$1,100.00  </u>	Total: <u>  \$1,100.00  </u>

1 7	TYPE OF TREE WORK - Routine prune DIAMETER - 31" – 36"	Quantity: <u>  1  </u> UOM: <u>EA</u>	Price: <input type="text" value="\$330.00"/>	Total: <input type="text" value="\$330.00"/>
1 8	TYPE OF TREE WORK - Safety prune DIAMETER - 31" – 36"	Quantity: <u>  1  </u> UOM: <u>EA</u>	Price: <input type="text" value="\$230.00"/>	Total: <input type="text" value="\$230.00"/>
1 9	TYPE OF TREE WORK -Tree removal DIAMETER - 31" – 36"	Quantity: <u>  1  </u> UOM: <u>EA</u>	Price: <input type="text" value="\$1,350.00"/>	Total: <input type="text" value="\$1,350.00"/>
2 0	TYPE OF TREE WORK - Routine prune DIAMETER - 37" >	Quantity: <u>  1  </u> UOM: <u>EA</u>	Price: <input type="text" value="\$325.00"/>	Total: <input type="text" value="\$325.00"/>
2 1	TYPE OF TREE WORK - Safety prune DIAMETER - 37" >	Quantity: <u>  1  </u> UOM: <u>EA</u>	Price: <input type="text" value="\$225.00"/>	Total: <input type="text" value="\$225.00"/>
2 2	TYPE OF TREE WORK - Tree removal DIAMETER - 37" >	Quantity: <u>  1  </u> UOM: <u>EA</u>	Price: <input type="text" value="\$1,440.00"/>	Total: <input type="text" value="\$1,440.00"/>
2 3	TYPE OF TREE WORK - Stump grind, 12 inches below grade DIAMETER - 0 – 16" at ground level	Quantity: <u>  1  </u> UOM: <u>EA</u>	Price: <input type="text" value="\$275.00"/>	Total: <input type="text" value="\$275.00"/>
2 4	TYPE OF TREE WORK - Stump grind, 12 inches below grade DIAMETER - 17" – 31"at ground level	Quantity: <u>  1  </u> UOM: <u>EA</u>	Price: <input type="text" value="\$400.00"/>	Total: <input type="text" value="\$400.00"/>
2 5	TYPE OF TREE WORK - Stump grind, 12 inches below grade DIAMETER - 32" > at ground level	Quantity: <u>  1  </u> UOM: <u>EA</u>	Price: <input type="text" value="\$400.00"/>	Total: <input type="text" value="\$400.00"/>
2 6	TYPE OF TREE WORK -Palm tree trunk maintenance, per foot, "Skinning or Diamond cutting" DIAMETER -NA	Quantity: <u>  1  </u> UOM: <u>EA</u>	Price: <input type="text" value="\$75.00"/>	Total: <input type="text" value="\$75.00"/>
2 7	TYPE OF TREE WORK - 3-Man Day Rate crew, to include truck and chipper DIAMETER -NA	Quantity: <u>  1  </u> UOM: <u>EA</u>	Price: <input type="text" value="\$2,725.00"/>	Total: <input type="text" value="\$2,725.00"/>
2 8	TYPE OF TREE WORK - Mexican fan palm trimming Per palm DIAMETER -NA	Quantity: <u>  1  </u> UOM: <u>EA</u>	Price: <input type="text" value="\$45.00"/>	Total: <input type="text" value="\$45.00"/>

29	TYPE OF TREE WORK -Date palm trimming Per palm DIAMETER -NA	Quantity: <u>  1  </u> UOM: <u>EA</u>	Price: <input type="text" value="\$60.00"/>	Total: <input type="text" value="\$60.00"/>
30	TYPE OF TREE WORK - Planting, tree supplied by the city DIAMETER - 24" Box	Quantity: <u>  1  </u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$250.00"/>	Total: <input type="text" value="\$250.00"/>
31	TYPE OF TREE WORK - Planting, tree supplied by the contractor DIAMETER - 24" Box	Quantity: <u>  1  </u> UOM: <u>EA</u>	Price: <input type="text" value="\$550.00"/>	Total: <input type="text" value="\$550.00"/>
32	TYPE OF TREE WORK - Planting, tree supplied by the city DIAMETER - 36" Box	Quantity: <u>  1  </u> UOM: <u>EA</u>	Price: <input type="text" value="\$425.00"/>	Total: <input type="text" value="\$425.00"/>
33	TYPE OF TREE WORK - Planting, tree supplied by the contractor DIAMETER- 36" Box	Quantity: <u>  1  </u> UOM: <u>EA</u>	Price: <input type="text" value="\$1,250.00"/>	Total: <input type="text" value="\$1,250.00"/>
34	TYPE OF TREE WORK - Planting, tree supplied by the city DIAMETER - 48" Box	Quantity: <u>  1  </u> UOM: <u>EA</u>	Price: <input type="text" value="\$475.00"/>	Total: <input type="text" value="\$475.00"/>
35	TYPE OF TREE REMOVAL - Planting, tree supplied by the contractor DIAMETER - 48" Box	Quantity: <u>  1  </u> UOM: <u>EA</u>	Price: <input type="text" value="\$1,300.00"/>	Total: <input type="text" value="\$1,300.00"/>
36	24 HOUR EMERGENCY CALL-OUT MONDAY -M FRIDAY 4:00 PM - 6:00 AM 1 FORESTRY TRUCK WITH CHIPPER 3-MAN CREW (PER HOUR)	Quantity: <u>  1  </u> UOM: <u>HOURLY</u>	Price: <input type="text" value="\$360.00"/>	Total: <input type="text" value="\$360.00"/>
37	24-HOUR EMERGENCY CALL-OUT WEEKEND, ANYTIME 1 FORESTRY TRUCK WITH CHIPPER 3-MAN CREW (PER HOUR)	Quantity: <u>  1  </u> UOM: <u>HOURLY</u>	Price: <input type="text" value="\$360.00"/>	Total: <input type="text" value="\$360.00"/>
38	24-HOUR EMERGENCY CALL-OUT HOLIDAYS, ANYTIME 1 FORESTRY TRUCK WITH CHIPPER 3-MAN CREW (PER HOUR)	Quantity: <u>  1  </u> UOM: <u>HOURLY</u>	Price: <input type="text" value="\$360.00"/>	Total: <input type="text" value="\$360.00"/>

**Response Total: \$17,954.00**

CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1726 CITY TREE TRIMMING SERVICES  
EXHIBIT A  
OFFER STATEMENT AND BUSINESS INFORMATION

This Bid is submitted in response to **BID B-1726 CITY TREE TRIMMING SERVICES** and constitutes an offer by this company to enter into a contract as described herein.

Chris Steiner Par 3 Landscape & Maintenance Inc  
AUTHORIZED SIGNATURE NAME (TYPE OR PRINT) LEGAL NAME OF RESPONDENT  
CSH 6-3-2024  
AUTHORIZED SIGNATURE DATE  
Tree Division Manager 702-253-7878 702-253-7879  
TITLE TELEPHONE NUMBER FAX NUMBER  
4610 Wynn Rd  
ADDRESS OF RESPONDENT  
Las Vegas Nevada 89103  
CITY STATE ZIP CODE  
E-MAIL ADDRESS: chris.steiner@par3landscape.com  
CNLV-BUSINESS LICENSE NO: 2006614-240  
☒ 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.

# CLARK COUNTY BUSINESS LICENSE

MULTI-JURISDICTIONAL ID 1002117076  
LICENSE NUMBER: 2006614-240  
LICENSE PERIOD: 05/01/2024 - 10/31/2024

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:**

Par-3 Landscape & Maintenance, Inc  
4610 Wynn Rd  
Las Vegas, NV 89103

**BUSINESS LOCATION ADDRESS:**

4610 Wynn Rd  
Las Vegas, NV 89103

**TYPE OF LICENSE: Contractors**

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*

**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

CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1726 CITY TREE TRIMMING SERVICES

EXHIBIT B

QUALIFICATIONS AND EXPERIENCE OF RESPONDENT

Name: Par 3 Landscape Management

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

Par 3 was founded in 1995 with the goal of providing premier landscape maintenance services to the rapidly growing Las Vegas Valley. By focusing on the highest quality work and premier customer service, Par 3 has quickly grown to become Las Vegas' largest landscape maintenance provider with a portfolio that includes some of the most acclaimed businesses and HOA's in Southern Nevada. Among our 500+ employees, we have licensed landscape architects, certified arborists and spray technicians, 6 aerial tree trucks and 7 chippers currently support our 22 full time tree care team members.

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: City of North Las Vegas

Company Address: 316 E Boulder Ave North Las Vegas, NV 89030

Point of Contact: Chris Vazquez / Eddie Rodriguez Phone Number: 702-319-1431 / 725-267-8343

E-Mail Address: vazquezch@cityofnorthlasvegas.com

Brief Description of Contract Scope: Craig Ranch Park and Citywide landscape maintenance which includes mowing, irrigation, plant healthcare and tree work.

Term of Contract (Base plus Option Years): 3

Year of Base Contract Award: 2023 Year Contract Completed: In progress

Base Contract Amount: \$ 690,331 Total Contract Amount (including all option years) \$ 2,070,993

Did the contract contain a liquidated damages clause? ☐ YES ☒ NO

If yes, were damages assessed? ☐ YES ☒ NO If yes, what was the amount assessed? \$ N/A

**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1726 CITY TREE TRIMMING SERVICES  
EXHIBIT B – QUALIFICATIONS AND EXPERIENCE OF RESPONDENT (Continued)**

**Example Contract 2:**

Company Name: Station Casinos  
Company Address: 1505 S. Pavilion Center Dr. Las Vegas NV 89135  
Point of Contact: Mike Wasolek Phone Number: 702-812-8869  
E-Mail Address: michael.wasolek@stationcasinos.com  
Brief Description of Contract Scope: Maintain all the landscape which includes flowers, shrubs and trees. We prune all the palm trees annually and the rest of the trees on a recurring maintenance cycle.

Term of Contract (Base plus Option Years): 3 year  
Year of Base Contract Award: 2005 Year Contract Completed: In progress  
Base Contract Amount: \$ 200,000 Total Contract Amount (including all option years) \$ 600,000  
Did the contract contain a liquidated damages clause? ☐ YES ☒ NO  
If yes, were damages assessed? ☐ YES ☒ NO If yes, what was the amount assessed? \$ N/A

**Example Contract 3:**

Company Name: Clark County Public Works - Las Vegas Blvd Center Medians  
Company Address: 500 S. Grand Canal Parkway Las Vegas NV 89155  
Point of Contact: Brod Pollock Phone Number: 702-701-6292  
E-Mail Address: brod.pollock@clarkcounty.gov  
Brief Description of Contract Scope: Landscape maintenance on the center medians from the "Welcome to Las Vegas" sign to Sahara Blvd. Palm trimming, flowers, irrigation, shrub care, lighting and associated traffic control.  
Term of Contract (Base plus Option Years): 1 with 4 1 year extensions  
Year of Base Contract Award: 2023 Year Contract Completed: In progress  
Base Contract Amount: \$ 1,000,004 Total Contract Amount (including all option years) \$ 5,000,020  
Did the contract contain a liquidated damages clause? ☐ YES ☒ NO  
If yes, were damages assessed? ☐ YES ☒ NO If yes, what was the amount assessed? \$ N/A

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

**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1726 CITY TREE TRIMMING SERVICES  
EXHIBIT C – AFFIDAVIT OF REJECTION OF COVERAGE  
FOR WORKERS' COMPENSATION  
UNDER NRS 616B.627 AND NRS 617.210**

In the State of Nevada, County of Clark, Chris Steiner, 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, Chris Steiner, do here swear under penalty of perjury that the assertions of this affidavit are true.

Signed this 3 day of June, 2024.

Signature 

State of Nevada

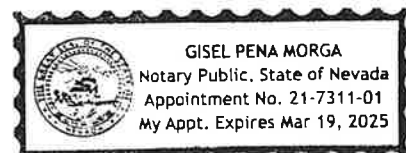
County of Clark

Signed and sworn to (or affirmed) before me on this 3rd day of June, 2024.

by Chris Steiner (name of person making statement).

Notary Signature 

STAMP AND SEAL







**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1726 CITY TREE TRIMMING SERVICES  
EXHIBIT D- Non-Collusion Affidavit**

State of Nevada County of Clark

Chris Steiner being first duly sworn deposes that:

- (1) He/She is the Tree Division Manager of Par 3 Landscaping & Maintenance Inc., 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): Chris Steiner

Title: Tree Division Manager

Subscribed and sworn to before me this 3rd day of June 2024.

[Signature]  
Notary Public

My Commission expires: March 19, 2025





**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1726 CITY TREE TRIMMING SERVICES  
EXHIBIT E- Written Certification**

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

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

Chris Steiner  
AUTHORIZED SIGNATURE NAME (TYPE OR PRINT)

Per 3 landscape maintenance Inc  
LEGAL NAME OF RESPONDENT

[Signature]  
AUTHORIZED SIGNATURE

6-3-2024  
DATE

Tree Division Manager  
TITLE



**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1726 CITY TREE TRIMMING SERVICES  
EXHIBIT F- Exceptions to North Las Vegas Service Agreement**

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

None

CWT 6/3/2024

# CLARK COUNTY BUSINESS LICENSE

MULTI-JURISDICTIONAL ID 1002117076  
LICENSE NUMBER: 2006614-240  
LICENSE PERIOD: 05/01/2024 - 10/31/2024

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:**

Par-3 Landscape & Maintenance, Inc  
4610 Wynn Rd  
Las Vegas, NV 89103

**BUSINESS LOCATION ADDRESS:**

4610 Wynn Rd  
Las Vegas, NV 89103

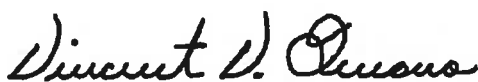
**TYPE OF LICENSE:** Contractors

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/5/2024

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 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> Swarts Manning and Associates 10091 Park Run Drive Suite 200  Las Vegas NV 89145	<b>CONTACT NAME:</b> Jenna Trested <b>PHONE (A/C, No, Ext):</b> (702) 878-2820 <b>FAX (A/C, No):</b> (702) 870-1263 <b>E-MAIL ADDRESS:</b> jenna@swartsmanning.com														
<b>INSURED</b> Par 3 Landscape & Maintenance, Inc. 4610 Wynn Rd.  Las Vegas NV 89103	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Pennsylvania Manufacturers Assoc Ins Co</td><td>12262</td></tr><tr><td>INSURER B: Scottsdale Indemnity Insurance Co.</td><td>15580</td></tr><tr><td>INSURER C: Tokio Marine America Ins Co</td><td>10945</td></tr><tr><td>INSURER D: Westchester Surplus Lines Ins Co</td><td>10172</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Pennsylvania Manufacturers Assoc Ins Co	12262	INSURER B: Scottsdale Indemnity Insurance Co.	15580	INSURER C: Tokio Marine America Ins Co	10945	INSURER D: Westchester Surplus Lines Ins Co	10172	INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

**COVERAGES**

CERTIFICATE NUMBER: 24/25 Master

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 <input checked="" type="checkbox"/> Deductible \$0 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	Y	302401-1455260	6/1/2024	6/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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 Employee Benefit Liability, Prior Act \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Liab Ded \$0 <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Phy Dmg Ded \$1000	X	Y	152401-1455260	6/1/2024	6/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist combined sir \$ 1,000,000
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$			XLS2004459	6/1/2024	6/1/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 OTHER
A	<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	N/A	202401-1455260	6/1/2024	6/1/2025	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Inland Marine			IM5001538-01	6/1/2024	6/1/2025	Leased & Rented Equipment \$100,000
D	Pollution			G24274998 013	6/1/2024	6/1/2025	Limit/Aggregate \$1 Mil/\$1 Mil

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

Re: Bid B-1726 City Tree Trimming Services. City of North Las Vegas, its officers, officials, employees and volunteers are named as additional insureds with respect to General Liability as per attached form# CG2010 1219 and with respect to Automobile Liability as per attached form#CA2001 1013. Completed Operations is included as per attached form# CG2037 1219. Waiver of Subrogation is included with respect to General Liability as per attached form# CG2404 1219 and with respect to Automobile Liability as per attached form# PCA0504 0414 and with respect to Workers Compensation as per attached form# WC000313. Coverage is Primary and Non-Contributory as per attached form# CG2001 1219.

**CERTIFICATE HOLDER**

(702) 633-7019 contardib@cityofnorthlasvegas  
  
City of North Las Vegas  
2250 Las Vegas Blvd. N.  
N Las Vegas, NV 89030

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Justin Manning/JT

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

## **ADDITIONAL INSURED – WHEN REQUIRED IN WRITTEN AGREEMENT WITH YOU**

This endorsement modifies Insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The following is added to **SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who is An Insured**

The following are "insureds":

Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided, you and such person or organization have agreed in a written contract, agreement or permit issued to you by a governmental or public authority, to add such person, organization, or governmental or public authority, to this policy as an "insured".

However, such person, organization or governmental or public authority is an "insured":

- (1) Only with respect to the operation, maintenance or use of a covered "auto";
- (2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract, agreement, or the permit is issued; and
- (3) Only for the duration of that contract, agreement or permit, provided "bodily injury" or "property damage" is caused, in whole or in part by your negligence, by you or by those acting on your behalf.

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

**BLANKET WAIVER OF RECOVERY RIGHTS**

This endorsement modifies coverage provided under the following:

**BUSINESS AUTO COVERAGE FORM**  
**AUTO DEALERS COVERAGE FORM**  
**MOTOR CARRIER COVERAGE FORM**

If you are required by a written contract or written agreement, which is executed before an injury or a "loss", to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights applies only with respect to those

contract(s) and shall not be construed to be a waiver with respect to any other operations where the insured has not waived its rights of recovery from others.

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

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

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

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location And Description Of Completed Operations</b>
AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only 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 for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES  
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

### **SCHEDULE**

**Name Of Person(s) Or Organization(s):**  
AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of  
Rights Of Recovery Against Others To Us** of  
**Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

POLICY NUMBER: 202-1455260

**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

**AS PER WRITTEN CONTRACT OR AGREEMENT**

DATE OF ISSUE: 0- 01-24

**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  
LIQUOR 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.