



Department of Administrative Services
Purchasing and Contracts Division

**CONFIRMATION FORM
for
RECEIPT OF BID NO. 603474-14**

If you are interested in this invitation, immediately upon receipt please fax this confirmation form to the fax number provided at the bottom of this page.

Failure to do so means you are not interested in the project and do not want any associated addenda mailed to you.

SUPPLIER ACKNOWLEDGES RECEIVING THE FOLLOWING BID DOCUMENT:

PROJECT NO. BID NO. 603474-14 BID PAGES: 77

DESCRIPTION: ANNUAL REQUIREMENTS CONTRACT FOR FULL-COVERAGE
 MAINTENANCE SERVICES FOR ELEVATORS AND ESCALATORS
 LOCATED ON PEDESTRIAN BRIDGES

SUPPLIER MUST COMPLETE THE FOLLOWING INFORMATION:

Company Name: _____

Company Address: _____

City / State / Zip: _____

Name / Title: _____

Area Code/Phone Number: _____

Area Code/Fax Number: _____

Email Address: _____

Please indicate the method you used to obtain this Bid Document:

_____ Internet _____ Plan Room

**FAX THIS CONFIRMATION FORM TO: (702) 386-4914
TYPE or PRINT CLEARLY**

CLARK COUNTY, NEVADA

INVITATION TO BID

BID NO. 603474-14

**ANNUAL REQUIREMENTS CONTRACT FOR FULL-COVERAGE MAINTENANCE SERVICES FOR
ELEVATORS AND ESCALATORS LOCATED ON PEDESTRIAN BRIDGES
LOT 1 – PREVENTATIVE MAINTENANCE
LOT 2 – REPAIRS**

NEVADA STATE LABOR COMMISSION PWP NUMBER: CL-2015-77

The bid package is available as follows:

- Internet – Visit the Clark County Purchasing and Contracts Division website at <http://www.ClarkCountyNV.gov/Purchasing>. Click on “Current Opportunities” and locate Document No. 603474 in the list of current solicitations.
- Mail – Please fax a request to (702) 386-4914 specifying project number and description. Be sure to include company address, phone and fax numbers.
- Pick up - Clark County Government Center, 500 South Grand Central Parkway, Purchasing and Contracts Division, Fourth Floor, Las Vegas, NV 89106.

A Pre-bid Conference will be held on **WEDNESDAY, DECEMBER 17, 2014 at 1:30 p.m.**, at the Clark County Government Center, 500 South Grand Central Parkway, Purchasing and Contracts Division, Fourth Floor, Las Vegas, Nevada 89106. **A guided tour of the facilities will be held WEDNESDAY, DECEMBER 17, 2014 from 7:00 a.m. to 12:00 p.m. PST. Anyone wishing to attend must be present at Clark County Government Center, 500 South Grand Central Parkway, 1st Floor Rotunda, Las Vegas, Nevada 89106 by 6:45 a.m. to sign in. The guided tour will run consecutively. You must be in attendance and signed in at the start of the tour to be included. Due to limited space available each firm is limited to no more than three (3) attendees and you must RSVP in writing to akgarcia@ClarkCountyNV.gov with your confirmed attendees no later than close of business MONDAY, DECEMBER 15, 2014.** If your firm is unfamiliar with the County Bid Submittal procedures and would like to obtain training on the submittal process for this Bid, please contact Adriane Garcia, Senior Purchasing Analyst, at (702) 455-2733 no later than close of business on **TUESDAY, DECEMBER 16, 2014**, and a training session will be provided immediately following the pre-bid conference referenced above.

Bids will be accepted at the Clark County Government Center address specified above, on or before **THURSDAY, JANUARY 15, 2015 at 3:00:00 p.m.** based on the time clock at the Clark County Purchasing and Contracts front desk.

PLEASE PUBLISH THE INFORMATION PROVIDED ABOVE THE LINE.

PUBLISHED:

Las Vegas Review-Journal
DECEMBER 3, 2014

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I – INSTRUCTION TO BIDDERS

BID NO. 603474-14

ANNUAL REQUIREMENTS CONTRACT FOR FULL-COVERAGE MAINTENANCE SERVICES FOR ELEVATORS AND ESCALATORS LOCATED ON PEDESTRIAN BRIDGES

1. INTENT OF INVITATION

In accordance with the terms and conditions provided in this bid document, it is the intent of this formal Invitation to Bid to receive bids from qualified Bidders for the following: Lot 1 for general and scheduled full-coverage preventative maintenance in accordance with and awarded under NRS 332, and Lot 2 for repairs, replacements and upgrades of system components to ensure proper function and extend life of existing equipment in accordance with and awarded under NRS 338.

For any services that are deemed SUCCESSFUL BIDDER'S responsibility under the full-coverage requirements of Lot 1, but are deemed outside of the preventative maintenance scope, it is SUCCESSFUL BIIDER'S responsibility to ensure compliance with the labor laws of the State of Nevada

COUNTY reserves the right to bid out separately any services deemed outside of preventative maintenance.

2. DEFINITIONS

- A. **Addendum:** A written document issued by COUNTY, via the Purchasing and Contracts Division, prior to the submission of bids which modifies or clarifies the Bidding Documents by additions, deletions, clarifications, or corrections.
- B. **BCC:** The Clark County Board of County Commissioners.
- C. **Bid (Bidder):** An offer, in response to a solicitation by COUNTY, to supply goods or services at a specific price and within a specified time period.
- D. **Bid (COUNTY):** A competitive solicitation by COUNTY to procure goods or services in accordance with Nevada Revised Statutes (NRS) 332.
- E. **Bid Form:** Standard printed form given to Bidders that must be completed and submitted back to COUNTY with the required information for evaluation of the bid, in correct format and sequence. Bid pages are identified herein as "Bid Form" and contain a black line in the right margin.
- F. **Bid Submittal:** Bid Form pages, Bid Security (if required), and all required attachments.
- G. **Bidder(s):** A supplier who submits a bid to COUNTY.
- H. **Bidding Documents:** May include but are not limited to, the Invitation to Bid, Instructions to Bidders, General Conditions, Special Conditions, Technical Specifications, Contract Requirements and Forms, Bid Forms/Attachments, Exhibits, Specifications/Special Provisions and Drawings, and any Addenda issued prior to the date designated for receipt of bids, as applicable.
- I. **CONTRACT:** Contract documents include the Bidding Documents, SUCCESSFUL BIDDER'S Bid Form, all Addenda, SUCCESSFUL BIDDER'S bonds and insurance and Notice of Award letter.
- J. **COUNTY:** The term used throughout these documents to mean County of Clark, Nevada.
- K. **F.O.B. Destination:** Designates the seller will pay shipping cost and remain responsible for the goods until the buyer takes possession.
- L. **Governing Body:** Used throughout these documents to mean the Clark County Board of Commissioners.
- M. **Lot:** A group of items similar in nature and bought individually, all items in a lot must be bid on to be a responsible bidder considered for award.
- N. **Nevada Revised Statutes (NRS):** The current codified laws of the State of Nevada. Nevada law consists of the Constitution of Nevada (the state constitution) and Nevada Revised Statutes. The Nevada Supreme Court interprets the law and constitution of Nevada.
- O. **Purchasing Manager:** The Clark County Purchasing Manager or their designee responsible for the Purchasing and Contracts Division.
- P. **Purchase Order:** The formal authorization by COUNTY for seller to provide goods or services to COUNTY. The formal CONTRACT takes precedence over any conflicting terms and conditions contained in the purchase order.

ARC for Full-Coverage Maintenance Services for Elevators and Escalators Located on Pedestrian Bridges

- Q. **Repair:** Corrective actions required to ensure proper operation of existing equipment, up to and including replacing of said equipment.
- R. **Service Call:** To include maintenance and emergency services. Service shall also include after-hours call outs as required by COUNTY.
- S. **SUCCESSFUL BIDDER:** Bidder who is the lowest responsive, responsible or best Bidder, to whom the Governing Body or the authorized representative has authorized the award of the CONTRACT.

3. DESIGNATED CONTACTS

For questions pertaining to this Invitation to Bid, please call Adriane Garcia, Sr. Purchasing Analyst; telephone number (702) 455-2733 or the Purchasing and Contracts Front Desk at (702) 455-2897. After award, the designated contact will be David Pritchard, Construction Management Inspector, Public Works, telephone number (702) 249-7161.

4. CONTACT WITH COUNTY DURING BIDDING PROCESS

Communication between a Bidder and a member of the BCC, or between a Bidder and a non-designated COUNTY contact, regarding this bid is prohibited from the time the bid is advertised until the bid is recommended for award of a contract. Questions pertaining to this Invitation to Bid shall be addressed to the designated contact(s) specified above. Failure of a Bidder, or any of its representatives, to comply with this paragraph may result in its bid being rejected.

5. PREBID CONFERENCE

A pre-bid conference is being held for this bid. The intent of the pre-bid conference is to review the entire bid document and answer any questions Bidders may have.

6. ADDENDA AND INTERPRETATIONS

- A. If it becomes necessary to revise any part of this bid, a written Addendum will be issued by COUNTY. COUNTY shall not be bound by any oral representations, clarifications, or changes made in the written requirements or specifications by COUNTY'S employees, unless such clarification or change is provided by COUNTY in written addendum form from the Purchasing and Contracts Division.
- B. Bidder(s) shall take no advantage of any apparent error or omission in the Bidding Documents. In the event Bidder(s) discover such an error or omission, they shall immediately notify COUNTY. COUNTY will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Bidding Documents through the issuance of an Addendum.
- C. Addenda shall be available via mail, certified mail, fax, online or pick up by all prospective Bidders.
- D. Prior to submission of the bid, Bidder shall ascertain that it has received all Addenda issued. Bidder shall acknowledge receipt of each Addendum by completing the acknowledgement space provided on the Bid Form. Failure to acknowledge receipt of all addenda and use the correct bid form as required may result in rejection of bid.

7. DOCUMENT REVIEW

Bidders may visit the Purchasing and Contracts Division, during normal business hours, to review any current bid documents. This information is available for review provided the contents of the document have not been deemed confidential or proprietary as defined in the "Public Records" clause in the General Conditions section of this bid. Bids submitted in response to this invitation to bid may be reviewed after the formal bid opening has been completed. To review bid documents, an appointment must be made in advance to ensure that full consideration will be provided. Please call telephone number (702) 455-2897 and request the Purchasing Front Desk to schedule your appointment.

8. PREPARATION OF FORMS

All bids must be submitted on the Bid Form provided in this document. **All figures must be written in ink or typed.** Figures written in pencil or containing erasures are not acceptable and may be rejected. However, mistakes may be crossed out and corrections may be inserted adjacent thereto and initialed in ink by the person signing the bid form.

In the event there are unit price bid items provided in the Bid Form, and the total indicated for a unit price bid item does not equal the product of the unit price and quantity, the unit price shall govern and the total will be corrected accordingly. Mathematical errors in the Bid shall be corrected by COUNTY. If there is no cost for a unit price, the Bidder **MUST** enter "0" or write the words "NO COST".

9. BID DOCUMENTS NECESSARY FOR SUBMITTAL

Bid Form, all required attachments, and the bid security (if required) shall be included in the envelope containing the bid. These documents, together, comprise a bid. Omission of, or failure to complete, any portion of the required documents at the time of bid opening may be cause to reject the entire bid.

10. SUBCONTRACTOR INFORMATION

Bidders should submit with their bids a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE) Veteran Business Enterprise (VET), Disabled Veteran Business Enterprise (DVET), and Emerging Small Business Enterprise (ESB) subcontractors for CONTRACT utilizing **Attachment 1**. The information provided in **Attachment 1** by Bidder is for COUNTY'S information only.

If there are any questions regarding **Attachment 1**, please contact Adleen Stidhum at telephone number (702) 455-7155.

11. DESCRIPTIVE LITERATURE

Bidder may be requested to provide the latest printed specifications and advertising literature on the product(s) offered on its Bid Form.

12. PRODUCTS

New Product:

SUCCESSFUL BIDDER shall guarantee that the product provided to COUNTY shall be new, and of the latest and most improved model of current production, and shall be of first quality as to workmanship and materials used in said units.

A new product is defined as a product that is made up completely of unused, genuine, original parts. The product shall not have been operated for any purpose other than routine operational testing. A demonstrator product does not meet this definition and is not acceptable.

13. BRAND NAMES "OR EQUAL"

Whenever, in this Invitation to Bid, any particular materials, process, or equipment are indicated or specified by patent, proprietary or brand name, or by name of manufacturer, such wording will be deemed to be used for the purpose of facilitating description of the material, process, or equipment desired and will be deemed to be followed by the words, "or equal." Proof satisfactory to COUNTY must be provided by SUCCESSFUL BIDDER to show that the alternative product is, in fact, equal to the product required in the specifications.

14. SUBSTITUTIONS

Specifications are intended to show kind and quality required, and are not intended to be restrictive. **Additional bids that are equal to, or exceed the requirements stated in this document are invited.** Bidders desiring to submit more than one bid for items other than those specified shall observe the following procedure:

- A. Submit with the bid complete manufacturer's brochures of the actual items being offered, including pictures or dimensional drawings.
- B. Proof, satisfactory to COUNTY, must be provided by Bidder to show that the product is equal to, or exceeds the bid specifications in design and performance.
- C. Equivalent items may be subject to performance testing.

15. TEST MODELS

COUNTY may request, at no cost to COUNTY, that the apparent low Bidder provide a test model of the product offered. The performance, characteristics and components of the model submitted for inspection and testing shall be considered a representative model of the product proposed and intended for delivery. Any product tested and found not meeting the minimum requirements of these specifications will not be considered for award of this bid.

16. ORDER QUANTITIES AND UNIT PRICING

Unit pricing for the items listed in this bid shall be reflective of the unit of measure of "each." This bid expressly prohibits "minimum order quantity" practices. All invoices shall reflect the pricing for the exact quantities received.

17. DISCOUNT TERMS OF PAYMENT

Terms of payment, as listed on the Bid Form, shall be defined as the amount of discount offered by Bidder to COUNTY if payment is made within a specified time frame.

Examples:

Terms of Payment: 2%, Net thirty (30) Calendar Days.

A 2% payment discount will be deducted from the purchase price if the invoice is paid within thirty (30) calendar days of receipt of invoice or delivery of an acceptable product or service, whichever is later.

Terms of Payment: 0%, Net thirty (30) Calendar Days.

No payment discount is offered and payment is due within thirty (30) calendar days of receipt of invoice or delivery of an acceptable product or service, whichever is later.

No prompt payment discount will be considered by COUNTY in the bid evaluation process unless the discount period offered by Bidder is thirty (30) calendar days or more.

18. ADDITIONAL BIDS

Bidders may submit more than one bid as long as all such bids comply with, or exceed, the bid terms, conditions and specifications.

19. DEVIATIONS TO TERMS AND CONDITIONS OR SPECIFICATIONS

Any additional agreements, terms, conditions, or exceptions to the bid requirements or specifications that are submitted with Bidder's Bid Form may be considered substantial deviations from the bid requirements and be cause for rejection.

20. DURATION OF OFFER

All offers (bids) submitted in association with this Invitation to Bid shall be considered firm offers for a period of ninety (90) calendar days after the date of bid opening in order to allow COUNTY to evaluate and consider award, unless the offer is further extended in writing and agreed upon by both parties.

21. BIDDER'S REPRESENTATION

Each Bidder by submitting their Bid represents that:

- A. Bidder has read and understands the Bidding Documents and asserts that its bid is made in accordance therewith and shall be considered a firm offer for a period of ninety (90) calendar days following the opening of bids. The Bidder's offer may expire at the end of the ninety (90) calendar day period.
- B. Bidder has visited the project site and is familiar with the local conditions under which the work is to be performed.
- C. **Prior to submission of the bid, Bidder shall ascertain that it has received all Addenda issued; Bidder shall acknowledge receipt of each Addendum by completing the acknowledgment space provided on the Bid Form. Failure to acknowledge receipt of all addenda and use the correct bid form as required may result in rejection of bid.**

22. SUBMISSION OF BIDS

All bids must be submitted in a sealed envelope plainly marked with the name and address of Bidder and the bid number and title. Bidders are requested to submit one (1) original and one (1) copy of the Bid Form and one (1) copy of all requested attachments unless otherwise specified. No responsibility will attach to COUNTY, or any official or employee thereof, for the pre-opening of, post opening of, or the failure to open a bid not properly addressed and identified. Bids are time-stamped upon receipt. Bids time-stamped after 3:00:00 p.m. based on the time clock at the Clark County Purchasing and Contracts front desk will be recorded as late, remain unopened and be formally rejected. **FAXED OR ELECTRONICALLY SUBMITTED BIDS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.**

The following are detailed delivery/mailling instructions for bids:

<u>HAND DELIVERY</u>	<u>U.S. MAIL DELIVERY</u>	<u>EXPRESS DELIVERY</u>
Clark County Government Center Purchasing and Contracts Division, 4th Floor 500 South Grand Central Parkway Las Vegas, Nevada 89106	Clark County Government Center Attn: Purchasing and Contracts, 4th Floor 500 South Grand Central Parkway P.O. Box 551217 Las Vegas, Nevada 89155-1217	Clark County Government Center Attn: Purchasing and Contracts, 4th Floor 500 South Grand Central Parkway Las Vegas, Nevada 89106

Regardless of the method used for delivery, Bidder shall be wholly responsible for the timely delivery of its bid. Overnight Mail must use the EXPRESS DELIVERY instructions.

Any bids submitted via a third party courier must be sealed in a separate envelope from courier's packaging to allow for proper recording of receipt.

Bidders and other interested parties are invited to attend the bid opening.

23. COST TO PREPARE AND SUBMIT RESPONSE

All costs incurred in the preparation and submission of responses to this Invitation to Bid shall be the responsibility of the Bidder.

24. WITHDRAWAL OF BID

A. Before Bid Opening

Bidders may request withdrawal of a posted, sealed bid prior to the scheduled bid opening time, provided the request for withdrawal is submitted to the Purchasing Analyst in writing, or a bid release form has been properly completed and submitted to the Purchasing and Contracts Division reception desk. Withdrawn bids must be re-submitted and time-stamped in accordance with this bid document in order to be accepted.

B. After the Bid Opening

All responsive and responsible bids received are considered firm offers for a period of ninety (90) calendar days. Bidder's offer will expire after ninety (90) calendar days unless the offer is further extended in writing by Bidder and agreed upon by both parties. If Bidder intended for award requests that its bid be withdrawn, that Bidder may be deemed non-responsible if responding to future invitations to bid or may be required to forfeit its bid bond (if applicable).

25. LOWEST RESPONSIVE AND RESPONSIBLE BIDDER

All bids will be awarded to the lowest responsive and responsible Bidder. The determination of the lowest responsive and responsible Bidder may be judged on all or some of the following factors: price, conformity to specifications, facilities and equipment, availability of repair parts, experience, terms of payment, qualifications, past performance, performance or delivery dates, quality and utility of services, supplies, materials or equipment offered and the adaptability of those services, supplies, materials or equipment to the required purpose of CONTRACT, and other objective and accountable factors which are reasonable. COUNTY has the option to accept additional promotional specials, discounts or trade-in allowances offered by SUCCESSFUL BIDDER during the term of CONTRACT but these offers will not be part of the determination for award of this bid unless otherwise specified.

In accordance with NRS 332.065.3, COUNTY may re-award CONTRACT if SUCCESSFUL BIDDER is found to be in breach of contract. Re-awarding the CONTRACT by COUNTY is not a waiver of any liability of the initial Bidder awarded CONTRACT.

26. REJECTION OF BID

COUNTY reserves the right to reject any and all bids received by reason of this request. COUNTY reserves the right to waive any minor informality or irregularity.

27. DISQUALIFICATION OF BIDDERS

Bidders may be disqualified and their bids may be rejected for any of, but not limited to, the following causes:

- A. Failure to use the specified Bid Form furnished by COUNTY.
- B. Lack of signature by an authorized representative.
- C. Failure to properly complete the Bid Form.
- D. Evidence of collusion among Bidders.
- E. Unauthorized alteration to content of the Bid Form.
- F. Failure to acknowledge all addenda issued.

28. TIE-BIDS

A tie-bid is defined as an instance where bids are received from two (2) or more Bidders who are the low Bidders, and their offers are identical. Bids must be identical in all evaluation areas; e.g., price, quality, delivery, terms, and ability to supply, etc. If any of these areas are not identical, it is not considered a tie-bid, and COUNTY can justify awarding to Bidder with the lowest responsive and responsible bid.

The procedure for tie-bids is to hold a public drawing and award the bid to the winner of the draw in accordance with the Method of Award clause in the Instruction to Bidders. When a drawing is necessary, Bidder(s) involved will be contacted with the time and place of the drawing. Attendance is not mandatory for the drawing. An impartial witness will be present at the drawing.

29. NOTIFICATION OF INTENT TO AWARD

COUNTY will issue to all Bidders a formal letter of "Notification of Intent to Award." This notice will confirm COUNTY'S determination of the lowest responsive and responsible Bidder.

30. PROTESTS

- A. Any Bidder who submits a bid and is allegedly aggrieved in connection with this solicitation or award of CONTRACT may protest. The letter of protest must, at a minimum, contain a written statement setting forth with specificity the reasons the person filing the notice believes that the applicable provisions of the law were violated and be accompanied by required bond. The protest must be submitted in writing to the Purchasing Analyst, within five (5) business days after COUNTY issued a "Notification of Intent to Award" letter.

ARC for Full-Coverage Maintenance Services for Elevators and Escalators Located on Pedestrian Bridges

If a written protest is received within the time frame specified and is not resolved by mutual agreement, the Purchasing Analyst will issue a decision in writing to the protestor. Within three (3) business days of receipt of the decision, a protestor MUST submit to the Purchasing Manager its written notice of intent to appeal the decision to the BCC. The Purchasing Manager or their designee will notify the protestor of the date they may appear to present their appeal to the BCC. Protestor MUST submit to the Purchasing Manager fifteen (15) copies of any documents protestor intends to present to the BCC and all documents MUST be submitted ten (10) calendar days prior to the BCC meeting. The decision of the BCC will be final. The BCC is not required to consider protests unless this procedure is followed.

- B. Bidder filing the protest shall be required, to post a bond with a good and solvent surety authorized to do business in this state, or submit other security, defined as a cashier's check, money order or certified check, to COUNTY who shall hold the bond or other security until a determination is made on the protest. A bond posted or other security submitted with the protest must be in an amount equal to the lesser of:
- (1) 25% of the total value of the bid submitted by Bidder filing the notice of protest; or
 - (2) \$250,000
- C. The notice of protest filed in accordance with the provisions of this section operates as a stay of action in relation to the awarding of CONTRACT until the BCC makes a determination on the protest.
- D. A Bidder who submits an unsuccessful bid may not seek any type of judicial intervention until the BCC has made a determination on the protest and awards CONTRACT.
- E. Neither the BCC nor its authorized representative is liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a Bidder who submits a bid, whether or not the person files the protest pursuant to this section.
- F. If the protest is upheld by the BCC, the bond posted or other security submitted with the notice of protest must be returned to Bidder who posted the bond or submitted the security. If the protest is rejected by the BCC, COUNTY may make a claim against the bond or other security in an equal amount to the expenses incurred by COUNTY because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the person who posted the bond or submitted the security.

31. METHOD OF AWARD

Award will be made to the lowest responsive and responsible Bidder on a grand total basis, contingent upon the submission of all requested documents within the timelines specified, unless an extension is approved by COUNTY. Bidders must bid on all items to be considered responsive.

32. LETTER OF AWARD

Award of this bid will be by "Letter of Award" issued by the Purchasing and Contracts Division. CONTRACT shall include this Bid Document, any associated Addendums, and the Bid Form as signed by SUCCESSFUL BIDDER.

33. INITIAL TERM

The initial term of CONTRACT shall be from date of award through June 30, 2016.

34. CONTRACT RENEWAL

COUNTY reserves the option to renew CONTRACT for an additional three (3), one-year period(s) from its expiration date.

35. CONTRACT EXTENSION

COUNTY reserves the option to temporarily extend CONTRACT for up to one hundred twenty (120) calendar days from its expiration date for any reason. The current contract pricing shall remain in effect through the contract extension period.

36. INSURANCE

SUCCESSFUL BIDDER shall carry Commercial General Liability and Automobile Liability Insurance, in the amount of no less than \$1,000,000 per occurrence, \$2,000,000 aggregate during the term of CONTRACT.

SUCCESSFUL BIDDER shall obtain and maintain for the duration of CONTRACT, a work certificate or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, unless SUCCESSFUL BIDDER is a Sole Proprietor and shall be required to submit an affidavit **Attachment 3** indicating that it has not elected to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

SUCCESSFUL BIDDER shall include the cost of the insurance coverage in its bid price(s). SUCCESSFUL BIDDER shall provide COUNTY with proof of insurance as specified within ten (10) business days after COUNTY request.

SUCCESSFUL BIDDER shall obtain and maintain the insurance coverage required in **Attachment 2**, incorporated herein by this reference. SUCCESSFUL BIDDER shall comply with the terms and conditions set forth in **Attachment 2**. All Bidders shall include the cost of the insurance coverage in their bid price(s).

37. FAILURE TO MAINTAIN COVERAGE

If SUCCESSFUL BIDDER fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order SUCCESSFUL BIDDER to stop the work, declare SUCCESSFUL BIDDER in breach, suspend or terminate CONTRACT, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. COUNTY may collect any replacement insurance costs or premium payments made from SUCCESSFUL BIDDER or deduct the amount paid from any sums due SUCCESSFUL BIDDER under CONTRACT.

38. ANNUAL PERFORMANCE BOND FOR LOT 1 ONLY

Prior to execution of CONTRACT, SUCCESSFUL BIDDER shall furnish an "Annual Performance Bond" in the amount of \$500,000.00. SUCCESSFUL BIDDER shall pay all premiums and costs of bonds. **The performance bond shall be written on the form provided by the COUNTY Attachment 4.** SUCCESSFUL BIDDER shall require the attorney-in fact who executes the bond on behalf of the surety to affix thereto a certified and current copy of their power of attorney. **The performance bond prepared by an appointed agent of insurance per the provisions of Nevada Revised Statutes Chapter 683A.** The performance bond must be issued by a certified surety who is listed in the Department of the Treasury, Fiscal Service, (Department Circular 570, Current Revision) or companies holding certificates of authority as acceptable sureties on Federal bonds and as acceptable reinsuring companies.

The performance bond for CONTRACT renewal years after the initial CONTRACT term shall be provided to COUNTY by SUCCESSFUL BIDDER and Surety jointly no less than thirty (30) calendar days prior to the expiration of the previous bond.

If a "Continuation Certificate" or a new performance bond in lieu of a "Continuation Certificate" is not provided as required, COUNTY may suspend performance immediately following the expiration of the current performance bond with no compensation due to SUCCESSFUL BIDDER and invoke liquidated damages or terminate CONTRACT.

The performance bond shall be sent to the Purchasing and Contracts Division, Attention: Insurance Coordinator, **no later than ten (10) business days after COUNTY'S request.** See the "Submission of Bids" clause in the Instruction to bidders section of this bid for the appropriate mailing address.

39. LIQUIDATED DAMAGES - INSURANCE / PERFORMANCE BOND SUBMITTAL

If SUCCESSFUL BIDDER does not provide the insurance or performance bond submittals on or before the 10th business day, SUCCESSFUL BIDDER will pay over to COUNTY the amount of \$100.00 per business day as liquidated damages. If SUCCESSFUL BIDDER does not keep the insurance policy or performance bond in effect or allows them to lapse, SUCCESSFUL BIDDER will pay over to COUNTY the amount of \$100.00 per business day as liquidated damages.

40. OPERATIONAL SYSTEMS

SUCCESSFUL BIDDER shall furnish a completely operational system whether or not all items necessary to make the system operational are specified.

41. ADDITIONAL BUILDINGS OR FACILITIES

Additional buildings or facilities may be added to CONTRACT by COUNTY. This shall include newly acquired or constructed building / facilities, after the manufacturer's warranty or new construction warranty has expired.

42. ADDITIONAL REQUIREMENTS

Although particular COUNTY departments may be identified in the solicitation, unless otherwise documented in CONTRACT, other COUNTY departments may utilize the resulting CONTRACT upon approval by COUNTY Purchasing and Contracts Division. Each COUNTY Department or Division will issue a separate identifying Purchase Order.

43. COOPERATION BY SUCCESSFUL BIDDER(S)

SUCCESSFUL BIDDER may be required to cooperate or coordinate with other trades performing services on COUNTY'S property. This cooperation or coordination shall be deemed as part of SUCCESSFUL BIDDER'S performance under CONTRACT.

44. PRICE ADJUSTMENT REQUESTS

Commencing on date of award, prices shall not be subject to change during the initial CONTRACT term, thereafter, there may be price adjustments. All price adjustment requests, including suitable proof, shall be submitted, at least thirty (30) calendar days in advance of SUCCESSFUL BIDDER'S expectation of price increase commencement, to the Clark County, Nevada, Administrative Services Department, Purchasing Manager, 500 South Grand Central Parkway, Las Vegas, Nevada 89155. Price increases shall not be retroactive.

A price adjustment can only occur if SUCCESSFUL BIDDER has been notified in writing of COUNTY'S approval of the new price(s). Only one (1) written price adjustment request will be accepted from SUCCESSFUL BIDDER per one (1) year term.

ARC for Full-Coverage Maintenance Services for Elevators and Escalators Located on Pedestrian Bridges

The reference months/period and indexes to be used to determine price adjustments will be the most recent published index between 14-16 months prior (using the final index) and 2-4 months prior (using the first-published index) to the anniversary date of the CONTRACT, using the price index specified below.

Producer Price Index (PPI) for "Elevator and moving stairway manufacturing Industry Code 333921 from "Table 5. Producer price indexes for the net output of selected industries and their products, not seasonally adjusted" will be used as the index for price adjustments. The price adjustment per year may be the lesser of the percent of PPI change or three (3) percent for an increase or decrease.

Suitable Proof:

Print-out of PPI index and calculated increase, Letter from Manufacturer/ Distributor, and negotiated labor agreements (if applicable).

Discontinued Price Index: Should the above-reference price index be discontinued or otherwise no longer be published by the U.S. Bureau of Labor Statistics, a similar index may be mutually agreed to in writing by both parties.

Fixed Price:

Increases will apply only to products or services affected by an increase in a raw material, labor, or another like cost factor and will be verified against PPI index.

Drastic Market Conditions

Should drastic market conditions occur which dictate a significant price increase of any line item(s) during the term of CONTRACT, COUNTY may consider these increases in addition to the allowed increases, providing SUCCESSFUL BIDDER submits written documentation and suitable proof by line item to COUNTY requesting permission and explaining in detail the unforeseen circumstances predicating the request to increase pricing. Suitable proof shall be required as defined above. A significant price increase means a change in price from the date of the last price increase, to the date of performance by an amount exceeding ten (10) percent. General industry correspondence with regards to market conditions are not suitable proof.

Price Decrease

COUNTY shall receive the benefit of a price decrease to any line item at any time during all CONTRACT terms if the decrease exceeds ten (10) percent of CONTRACT price. If, at the point of exercising the price adjustment provision, market media indicators show that the prices have decreased, and that SUCCESSFUL BIDDER has not passed the decrease on to COUNTY, COUNTY reserves the right to place SUCCESSFUL BIDDER in default, terminate CONTRACT, and such actions will reflect adversely against SUCCESSFUL BIDDER in determining the responsibility and non-responsibility of SUCCESSFUL BIDDER in future opportunities.

Distribution of Line Items **Attachment 5**

If the price of an individual line item contains more than one element (i.e. labor, product or transportation) the Distribution of Line Item Price Form shall be completed for that line.

Multiple Line Items

When multiple line items exist, the price adjustment must be justified on a line-by-line basis, not on the grand total.

45. STATE OF NEVADA LEGAL HOLIDAYS

SUCCESSFUL BIDDER is advised that below there are ten (10) firm legal holidays and eleven (11) when December 31st falls on Friday.

- Martin Luther King's Birthday
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Nevada Admission Day
- Veteran's Day
- Thanksgiving Day and the Friday After
- Christmas Day
- New Year's Day

SUCCESSFUL BIDDER is required to verify dates with COUNTY'S representative prior to the commencement of work.

II -GENERAL CONDITIONS

BID NO. 603474-14

ANNUAL REQUIREMENTS CONTRACT FOR FULL-COVERAGE MAINTENANCE SERVICES FOR ELEVATORS AND ESCALATORS LOCATED ON PEDESTRIAN BRIDGES

1. ASSIGNMENT OF CONTRACTUAL RIGHTS

SUCCESSFUL BIDDER will not assign, transfer, convey or otherwise dispose of CONTRACT or its right, title, or interest in, or to the same, or any part thereof, without previous written consent of COUNTY and any sureties.

2. AUDITS

The performance of CONTRACT by SUCCESSFUL BIDDER is subject to review by COUNTY to insure CONTRACT compliance. SUCCESSFUL BIDDER agrees to provide COUNTY any and all information requested that relates to the performance of CONTRACT. All requests for information will be in writing to SUCCESSFUL BIDDER. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of contract and be cause for suspension or termination of CONTRACT.

3. AUTHORITY

COUNTY is bound only by COUNTY agents acting within the actual scope of their authority. COUNTY is not bound by actions of one who has apparent authority to act for COUNTY. The acts of COUNTY agents which exceed their contracting authority do not bind COUNTY.

4. BIDS ARE NOT TO CONTAIN CONFIDENTIAL / PROPRIETARY INFORMATION

Bids must contain sufficient information to be evaluated without reference to any confidential or proprietary information. In accordance with NRS 239.010, Bidders shall not include any information in their bid that they would not want to be released to the public. Any bid submitted that is marked "Confidential" or "Proprietary," or that contains materials so marked, may be returned to Bidder and may not be considered for award.

5. CLARK COUNTY'S PROPERTY

All property owned by COUNTY and furnished to SUCCESSFUL BIDDER for the purpose of performance under this Bid will be identified and marked as COUNTY'S property and adequately insured by SUCCESSFUL BIDDER for COUNTY'S protection. In the event that COUNTY'S property becomes lost or damaged to any extent while in SUCCESSFUL BIDDER'S possession from any cause, including faulty workmanship or negligent acts by SUCCESSFUL BIDDER, its agents or its employees, SUCCESSFUL BIDDER agrees to replace such property or reimburse COUNTY for the value or expense of replacement, whichever is greater, in accordance with COUNTY request.

6. COLLECTION AND PAYMENT OF SALES TAX

In accordance with NRS 372.123, any Bidder that sells tangible personal property to any commercial business in the State of Nevada is required to possess a Nevada Sales Tax Permit and shall collect and pay the taxes as defined in NRS Chapters 372 and 374. Permit information can be obtained by contacting the Nevada State Department of Taxation at (702) 486-2300.

7. COLLUSION AND ADVANCE DISCLOSURES

Pursuant to NRS 332.820 evidence of agreement or collusion among Bidders and prospective Bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, shall render the bids of such Bidders void.

Advance disclosures of any information to any particular Bidder which gives that particular Bidder any advantage over any other interested Bidders, in advance of the bid opening, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body or an employee or representative thereof, shall operate to void all bids received in response to that particular request for bids.

8. CONSUMPTION ESTIMATES

The quantities appearing in the Bid Form are approximate only and are prepared for the solicitation of bids. Payment to SUCCESSFUL BIDDER will be made only for the actual quantities of items furnished in accordance with the bid and it is understood that the scheduled quantities of items to be furnished may be increased, decreased or omitted without, in any way, invalidating bid prices.

9. CONTRACT AMENDMENTS

Notwithstanding any provision herein to the contrary, and pursuant to NRS 104.2306, and recognizing the constraints inherent in public bidding, COUNTY reserves the right to request modification at any time to the scope, frequency, estimated quantities or the timing of SUCCESSFUL BIDDER'S obligations under CONTRACT, in whatever manner COUNTY determines, in good faith, to be reasonably necessary and to be in the best interests of the public. Both parties agree that, should any modifications to CONTRACT be made during CONTRACT term, a written amendment detailing those elements shall be executed by SUCCESSFUL BIDDER and the BCC or their authorized representative.

10. DISCLOSURE OF OWNERSHIP / PRINCIPALS

Any Bidder recommended for award of CONTRACT by the Board of County Commissioners is required to provide the information on the attached "Disclosure of Ownership/Principals" form. The form shall be submitted to COUNTY within twenty-four (24) hours after request. Failure to fill out the subject form by Bidders shall be cause for rejection of the bid.

11. DRUG-FREE WORKPLACE

SUCCESSFUL BIDDER agrees to comply with all applicable state and federal laws regarding a drug-free workplace. SUCCESSFUL BIDDER shall make a good faith effort to ensure that all of its employees, while working on COUNTY property, will not purchase, use, be under the influence of, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

12. EMPLOYMENT OF UNAUTHORIZED ALIENS

In accordance with the Immigration Reform and Control Act of 1986, SUCCESSFUL BIDDER agrees that it will not employ unauthorized aliens in the performance of CONTRACT.

13. FEDERAL, STATE, LOCAL LAWS

All Bidders shall comply with all Federal, State and local laws relative to conducting business in Clark County. The laws of the State of Nevada will govern as to the interpretation, validity, and effect of this bid, its award, and any contract entered into.

14. FISCAL FUNDING OUT

COUNTY reasonably believes that funds can be obtained sufficiently to make all payments during the term of CONTRACT. If COUNTY does not allocate funds to continue the purchase of the product or service, in accordance with NRS 354.626, CONTRACT shall be terminated when appropriated funds expire.

15. FORCE MAJEURE

SUCCESSFUL BIDDER shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering, or performing, by acts of God, fire, war, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. SUCCESSFUL BIDDER shall provide COUNTY satisfactory evidence that nonperformance is due to cause other than fault or negligence on its part.

16. GOVERNING LAW/VENUE OF ACTION

CONTRACT shall be construed and enforced in accordance with the laws of the State of Nevada. Any action at law or other judicial proceeding for the enforcement of any provision shall be instituted in the County of Clark, State of Nevada.

17. GOVERNING ORDER OF BIDDING AND CONTRACT DOCUMENTS

The bidding and CONTRACT documents include various divisions, sections, and conditions which are essential parts for the work to be provided by SUCCESSFUL BIDDER. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for complete work. In case of discrepancy, the following precedence will govern:

- A. Amendment
- B. General Conditions
- C. Addenda
- D. Instructions to Bidders
- E. Federal Requirements (If Applicable)
- F. Special Conditions
- G. Technical Specifications

18. INDEMNITY

SUCCESSFUL BIDDER agrees, by entering into CONTRACT, regardless of the coverage provided by any insurance policy, to pay all costs necessary to indemnify, defend, and hold COUNTY harmless from any and all claims, demands, actions, attorney's fees, costs, and expenses based upon or arising out of any acts, errors, omissions, fault or negligence of SUCCESSFUL BIDDER or its principals, employees, subcontractors or other agents while performing services under CONTRACT. SUCCESSFUL BIDDER shall indemnify, defend, and hold harmless COUNTY for any attorney's fees or other costs of defense, even if the allegations of the claim are groundless, false or fraudulent.

19. INVOICING

Invoicing for bid items are to be sent to the location as identified in the purchase order(s). Invoices are to be sent within thirty (30) calendar days of the delivery of the product or completion of the work. Payment of invoices will be made within thirty (30) calendar days, unless otherwise specified, after receipt of an accurate invoice that has been reviewed and approved by the applicable department's authorized representative. In accordance with NRS 244.250 COUNTY shall not provide payment on any invoice SUCCESSFUL BIDDER submits after six (6) months from the date SUCCESSFUL BIDDER provides goods, performs services, or provides deliverables or milestones.

All invoices should include the following information:

- A. Company Name
- B. Complete Address (including street, city, state, and zip code)
- C. Telephone Number
- D. Contact Person
- E. Itemized description of products delivered (including quantities) or services rendered (including dates)
- F. Clark County Purchase Order Number
- G. Company's Tax Identification Number
- H. Bid Number
- I. Itemized pricing and total amount due (excluding Sales and Use Tax)
- J. Percentage Discounts/ Payment Terms (if offered)
- K. Company's Invoice Number
- L. Clark County Work Order Number(s)

SUCCESSFUL BIDDER is responsible to insure that all invoices submitted for payment are in strict accordance with the price(s) offered on the Bid Form. If overcharges are found, COUNTY may declare SUCCESSFUL BIDDER in breach of contract, terminate CONTRACT, and designate SUCCESSFUL BIDDER as non-responsible if responding to future invitations to bid.

20. INVOICE AUDITS

SUCCESSFUL BIDDER shall provide to COUNTY, within ten (10) business days of COUNTY'S request, a report to validate that the price(s) charged are in accordance with the price(s) offered on SUCCESSFUL BIDDER'S Bid Form. The format of the report will depend on the pricing structure provided on the Bid Form. The report shall be subject to review and approval by COUNTY'S using department(s) and Internal Audit Department. Discrepancies found in the report will require SUCCESSFUL BIDDER to update the report no later than five (5) business days after notification by COUNTY. In the event that SUCCESSFUL BIDDER undercharged COUNTY, COUNTY shall reimburse SUCCESSFUL BIDDER within ten (10) business days. In the event that SUCCESSFUL BIDDER overcharged COUNTY, SUCCESSFUL BIDDER shall reimburse COUNTY within ten (10) business days. If overcharges are found, COUNTY may declare SUCCESSFUL BIDDER in breach of contract, terminate CONTRACT, and designate SUCCESSFUL BIDDER as non-responsible if responding to future invitations to bid.

21. NON-DISCRIMINATION

The BCC is committed to promoting full and equal business opportunity for all persons doing business in Clark County. SUCCESSFUL BIDDER acknowledges that COUNTY has an obligation to ensure that public funds are not used to subsidize private discrimination. SUCCESSFUL BIDDER recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other protected status, COUNTY may declare SUCCESSFUL BIDDER in breach of contract, terminate CONTRACT, and designate SUCCESSFUL BIDDER as non-responsible.

22. NON-ENDORSEMENT

As a result of the selection of SUCCESSFUL BIDDER to supply goods or services, COUNTY is neither endorsing nor suggesting that SUCCESSFUL BIDDER'S service is the best or only solution. SUCCESSFUL BIDDER agrees to make no reference to COUNTY in any literature, promotional material, brochures, sales presentations, or the like, without the express written consent of COUNTY.

23. OUT OF STATE SUPPLIERS

Out of state suppliers shall accept collect calls or provide a toll free telephone number for the placement of orders.

24. PARTIAL PAYMENTS

Partial payment requests will be accepted only at the sole discretion of COUNTY.

25. PATENT INDEMNITY

A. SUCCESSFUL BIDDER hereby indemnifies and shall defend and hold harmless COUNTY, its officers, employees, agents, its officers, and employees, respectively, from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by COUNTY, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the equipment or materials furnished under CONTRACT by SUCCESSFUL BIDDER, or out of the processes or actions employed by, or on behalf of SUCCESSFUL BIDDER in connection with the performance of CONTRACT. SUCCESSFUL BIDDER shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by COUNTY; provided that COUNTY or its construction manager shall have notified SUCCESSFUL BIDDER upon becoming aware of such claims or actions, and provided further that SUCCESSFUL BIDDER'S aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by COUNTY.

B. SUCCESSFUL BIDDER shall have the right, in order to avoid such claims or actions, to substitute at its expense non infringing equipment, materials, or processes, or to modify such infringing equipment, materials and processes so they become non infringing, or obtain the necessary licenses to use the infringing equipment, material or processes, provided that such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of CONTRACT.

26. PUBLIC RECORDS

COUNTY is a public agency as defined by state law, and as such, is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under the law, all of COUNTY'S records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. All bid documents are available for review following the bid opening.

27. PURCHASE ORDERS

The Purchasing and Contracts Division will issue a purchase order(s) which will authorize SUCCESSFUL BIDDER to deliver and invoice for the product(s) or service(s) offered.

28. RIGHT OF INSPECTION AND REJECTION

All goods and services purchased under this bid will be subject to inspections, tests and approval/acceptance by COUNTY. It is acknowledged that many of the goods contained in closed packages may not be inspected until such time as they are used, and that the inspections and rejection rights will continue until those packages are opened and inspected, notwithstanding prior payment. If specifications or warranties are not met, material and equipment will be returned at SUCCESSFUL BIDDER'S expense. Nonconforming goods may be returned to SUCCESSFUL BIDDER freight collect at which time risk of loss will pass to SUCCESSFUL BIDDER upon COUNTY'S delivery to common carrier or retrieved by SUCCESSFUL BIDDER at which time risk of loss will pass to SUCCESSFUL BIDDER at time of retrieval.

29. SEVERABILITY

If any terms or provisions of CONTRACT shall be found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of CONTRACT shall remain in full force and effect.

30. SUBCONTRACTS

Services specified in CONTRACT shall not be subcontracted by SUCCESSFUL BIDDER, without the written approval of COUNTY. Approval by COUNTY of SUCCESSFUL BIDDER'S request to subcontract or acceptance of or payment for subcontracted work by COUNTY shall not in any way relieve SUCCESSFUL BIDDER of responsibility for the professional and technical accuracy and adequacy of the services performed. SUCCESSFUL BIDDER shall be and remain liable for all damages to COUNTY caused by negligent performance or non-performance of services performed under CONTRACT by SUCCESSFUL BIDDER'S subcontractor.

31. SUBCONTRACTOR / INDEPENDENT CONTRACTOR

SUCCESSFUL BIDDER represents that it is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly licensed, equipped, organized and financed to perform such work. SUCCESSFUL BIDDER shall act as an independent SUCCESSFUL BIDDER and not as the agent of COUNTY in performing CONTRACT. SUCCESSFUL BIDDER shall maintain complete control over its employees and all of its Subcontractors. Nothing contained in CONTRACT or any subcontract awarded by SUCCESSFUL BIDDER shall create any contractual relationship between any such Subcontractor and COUNTY. SUCCESSFUL BIDDER shall perform all work in accordance with its own methods subject to compliance with CONTRACT.

32. SUSPENSION BY THE COUNTY FOR CONVENIENCE

- A. COUNTY may, without cause, order SUCCESSFUL BIDDER in writing to suspend, delay or interrupt the work in whole or in part for such period of time as COUNTY may determine.
- B. In the event COUNTY suspends performance of SUCCESSFUL BIDDER for an aggregate period in excess of sixty (60) calendar days, SUCCESSFUL BIDDER shall be entitled to an equitable adjustment of the compensation payable to SUCCESSFUL BIDDER under this Bid to reimburse SUCCESSFUL BIDDER for additional costs occasioned as a result of such suspension of performance by COUNTY. Equitable adjustment shall be based on appropriated funds and approval by COUNTY.
- C. No equitable adjustment will be made if performance is, was or would have been so suspended, delayed or interrupted by another cause for which SUCCESSFUL BIDDER is responsible.

33. TAXES

COUNTY is a political subdivision of the State of Nevada and under the provisions of Nevada Revised Statute (NRS) 372.325 is exempt from the payment of Sales and Use Tax (Employee Identification Number 88-6000028). A copy of the tax exempt letter is available upon request. The bid price(s) must be net, exclusive of these taxes.

34. TERMINATION FOR CAUSE

If SUCCESSFUL BIDDER fails to perform in accordance with the agreed terms, conditions, or warranties applicable to CONTRACT, COUNTY may **immediately** terminate all or part of CONTRACT upon written notice of intent to terminate without any liability by COUNTY to SUCCESSFUL BIDDER. In the event of termination for cause, COUNTY may cancel any delivery or service and purchase the product or service elsewhere on such terms or in such manner as COUNTY may deem appropriate and SUCCESSFUL BIDDER shall be liable to COUNTY for any excess cost or other expenses incurred by COUNTY.

35. TERMINATION FOR CONVENIENCE

COUNTY reserves the right to terminate CONTRACT in whole or part at any time whenever COUNTY shall determine that such a termination is in the best interest of COUNTY without penalty or recourse upon thirty (30) calendar days written notice of intent to terminate. In the event that COUNTY elects to terminate CONTRACT, the termination request will be submitted to the BCC or the Clark County Administrative Services Department for approval.

36. TITLE AND RISK OF LOSS

The title and risk of loss of material or service shall not pass to COUNTY until material is delivered to the specific location, quantities are verified, and the material is inspected for damage or service is completed as specified.

37. USE BY OTHER GOVERNMENT ENTITIES

Nevada Revised Statutes 332.195 allows local governments to join or use the contracts of other local governments or the State of Nevada, with the authorization of contracting Supplier.

38. WARRANTY

SUCCESSFUL BIDDER warrants that the goods and services covered under this bid will conform to applicable specifications, instructions, drawings, data and samples, will be merchantable and of good material and workmanship, free from defects and will be fit and sufficient for the purposes intended. SUCCESSFUL BIDDER shall guarantee all workmanship, materials, and equipment they have furnished for a period of one (1) year after the final acceptance of the equipment or materials or for the length of the current manufacturer's warranty, whichever is longer. If during the guarantee period, any defect or faulty materials are found, it shall immediately, upon notification by COUNTY, proceed at its own expense to replace and repair same, together with any damage to all finishes, fixtures, equipment, and furnishings that may be damaged as a result of this defective equipment or workmanship. Acceptance or receipt of payment for goods or services shall not constitute a waiver of any warranty.

III - SPECIAL CONDITIONS

BID NO. 603474-14

ANNUAL REQUIREMENTS CONTRACT FOR FULL-COVERAGE MAINTENANCE SERVICES FOR ELEVATORS AND ESCALATORS LOCATED ON PEDESTRIAN BRIDGES

1. DOCUMENTATION SUBMITTAL REQUIRED BY APPARENT LOW BIDDER

Apparent low Bidder for each lot shall furnish the following information and documents within twenty-four (24) hours of COUNTY'S request:

- A. SUCCESSFUL BIDDER shall designate a Project Manager to provide contract management and oversight. Provide name, phone number and e-mail address of Project Manager. Should another Project Manager be assigned, it is SUCCESSFUL BIDDER'S responsibility to notify COUNTY, in writing, within ten (10) business days of the change;
- B. Certification comprised of Nevada Department of Industrial Relations, OSHA-NV license, International Union of Elevator Constructors (IUEC) training and manufacturer's training certificates for all of SUCCESSFUL BIDDER'S employees assigned to perform services on COUNTY'S equipment. Any new employee hired by SUCCESSFUL BIDDER, shall be required to submit to COUNTY, copies of above mentioned documents prior to working on COUNTY'S property;
- C. Copies of all certificates for apprentice and mechanic continuous training and code compliance classes for SUCCESSFUL BIDDER'S employees assigned to perform services on COUNTY'S equipment. Any new employee hired by SUCCESSFUL BIDDER, shall be required to submit to COUNTY, copies of above mentioned documents prior to working on COUNTY'S property;
- D. SUCCESSFUL BIDDER'S employees assigned to perform services on COUNTY'S equipment must have a minimum of ten (10) years of maintenance experience on systems similar to those listed in this CONTRACT. SUCCESSFUL BIDDER shall provide resumes showing documentation of experience for all assigned to perform services on COUNTY'S equipment, adhering to the guidelines and conditions set forth in NAC 455-C. Any new employee hired by SUCCESSFUL BIDDER, shall be required to submit to COUNTY, copies of above mentioned documents prior to working on COUNTY'S property;
- E. Name, address and phone number of three (3) firms, including government agencies, in the Las Vegas, Nevada area for which SUCCESSFUL BIDDER is currently performing for or has performed services for each type of equipment specified in this Bid;
- F. Completed "Attachment 5 – Distribution of Line Item Pricing" form;
- G. Completed and signed "Disclosure Of Ownership" form;
- H. A copy of applicable Nevada State Contractor's License; and
- I. A copy of current applicable Clark County Business License.

2. DEFINITIONS

- A. "Project Administrator (PA)" means the designated COUNTY representative who will be SUCCESSFUL BIDDER'S contact person on all matters of responsibility pertaining to execution of this Contract.
- B. "Engineer" is defined as the Project Administrator.
- C. "Elevator" includes, without limitation, an elevator, dumbwaiter, escalator, moving walk, wheelchair lift and related equipment. The term also includes the hoistway and hoistway enclosure of the elevator, dumbwaiter, escalator, moving walk, wheelchair lift and related equipment, and all the machinery and equipment necessary for the operation of the elevator, dumbwaiter, escalator, moving walk, wheelchair lift and related equipment.
- D. "Elevator mechanic" means a person who installs, maintains, relocates, improves, alters or repairs elevators.
- E. "Elevator mechanic apprentice" means a person who holds a work card that authorizes him to work as an elevator mechanic apprentice under the supervision of an elevator mechanic.
- F. "Elevator mechanic helper" means a person who holds a work card that authorizes him to work as an elevator mechanic helper under the supervision of an elevator mechanic.
- G. "Hoistway enclosure" means a fixed structure, consisting of vertical walls or partitions that isolate the hoistway from all other areas or from an adjacent hoistway and in which entrances are installed.
- H. "Maintenance" means a process of routine examination, lubrication, cleaning and adjustment of parts, components and subsystems of an elevator to ensure that the elevator satisfies the requirements set forth in NAC 455C.400 to 455C.528, inclusive.

ARC for Full-Coverage Maintenance Services for Elevators and Escalators Located on Pedestrian Bridges

- I. "Repair" means the reconditioning of a part, component or subsystem of an elevator which is necessary to ensure that the equipment of the elevator satisfies the requirements set forth in NAC 455C.400 to 455C.528, inclusive.
- J. Service connection shall be defined as all or any portion of a utility, including sewer laterals, conduit, wire, cable or duct, including meters, between utility distribution line and an individual customer or customers.
- K. "Work card" means a card to work as an elevator mechanic apprentice or an elevator mechanic helper that is issued by the Enforcement Section pursuant to NAC 455C.468.

3. REFERENCES

- A. Elevator and escalator work shall be performed in accordance with the latest edition of the American Society of Mechanical Engineers A17.1, Safety Codes for Elevators and Escalators.
- B. All barricading and temporary traffic control signing for the project shall be in accordance with the latest edition of the "Guidelines for Traffic Control in Work Zones" prepared by the Transportation Technology Transfer Center, University of Nevada, Reno and the Nevada Department of Transportation.
- C. *Design and Construction Standards for Wastewater Collection Systems*, latest edition, available from the Clark County Water Reclamation District (702) 434-6600, on the Internet at <http://www.cleanwaterteam.com>, is an integral part of this Contract and hereby incorporated therein by reference.
- D. Manual on Uniform Traffic Control Devices (MUTCD), latest edition, is also an integral part of this Contract and is hereby incorporated therein by reference. Copies are available for reference at the Office of the Engineer, or may be obtained from the U.S. Government Printing Office, Washington, D.C., 20402.
- E. Work on water distribution facilities shall be in accordance with the *Uniform Design and Construction Standards for Water Distribution Systems*, latest edition, as published by the Las Vegas Valley Water District available on the Internet at <http://www.lvwwd.com>. These standards are an integral part of this Contract and hereby incorporated therein by reference.
- F. Aerial photos of the work locations are contained in Exhibit A pages A-1 through A-3 contained herein

4. ENGLISH SPEAKING REPRESENTATIVE

COUNTY requires SUCCESSFUL BIDDER have one person capable of clear communication in the English language on site at all times during the hours that service is required. Failure to meet this requirement shall constitute a breach of contract and may result in the termination of CONTRACT.

5. MAINTENANCE OF TRAFFIC

SUCCESSFUL BIDDER shall perform work in such a manner and sequence that all travel lanes on Spring Mountain Road, Sands Avenue, Flamingo Road, Harmon Avenue, Tropicana Avenue and Las Vegas Boulevard South remain open to traffic at all times. SUCCESSFUL BIDDER, unless approved by COUNTY. A Traffic Control Plan will be required for each incident.

6. TRAFFIC AND ACCESS

SUCCESSFUL BIDDER'S operations shall not result in the closure of any two consecutive Regional Transportation Commission (RTC) bus stops on routes for buses traveling in the same direction.

All costs involved shall be absorbed in SUCCESSFUL BIDDER'S bid. All barricades, warning signs, lights, temporary signals, and other protective devices shall conform with the Traffic Control Plans for Highway Work Zones for the Clark County Area and the current edition of the Manual on Uniform Traffic Control Devices.

SUCCESSFUL BIDDER shall comply with all requirements contained herein and no direct payment shall be made to SUCCESSFUL BIDDER for signing and/or detours unless otherwise specified herein.

SUCCESSFUL BIDDER, as required by COUNTY, shall provide and station competent flaggers whose sole duties shall consist of directing the movement of public traffic either through or around the work. Traffic work zone technicians on the project must be certified in work zone traffic control at least at the "Technician" level by ATSSA, IMSA.

Where necessary or required for the convenience of the public or individual residents at street crossings, alleys, or at private driveways, SUCCESSFUL BIDDER shall provide suitable temporary bridges over unfilled excavations, except in such cases as SUCCESSFUL BIDDER shall secure permission from COUNTY to omit such temporary bridges.

All such bridges shall be maintained in service until after SUCCESSFUL BIDDER has complied with all of the specifications governing the work prior to backfilling.

Temporary bridges for street crossings shall conform to the requirements of the authority having jurisdiction in each case, and shall submit designs for approval by said authority as may be required. Steel plates used on this project must be capable of carrying the heaviest loads utilizing the roadway.

ARC for Full-Coverage Maintenance Services for Elevators and Escalators Located on Pedestrian Bridges

When SUCCESSFUL BIDDER'S operations encroach upon a sidewalk, walkway, or crosswalk area, SUCCESSFUL BIDDER shall take special precautions to protect the pedestrian's safety including provisions to separate pedestrian traffic from the work area.

7. TRAFFIC CONTROL REGULATIONS

All traffic and/or traffic control devices under this Contract shall be provided, maintained, and/or controlled as specified in this section and in the latest editions of the "Manual on Uniform Traffic Control Devices".

If SUCCESSFUL BIDDER, at any time, fails to maintain traffic and/or traffic control devices as specified in the above documents or elsewhere by these specifications, the Project Administrator will immediately notify SUCCESSFUL BIDDER in writing of such non-compliance. If SUCCESSFUL BIDDER fails to remedy unsatisfactory maintenance within two (2) hours after receipt of such notice, COUNTY may immediately proceed to perform such maintenance, and the entire direct cost of this maintenance will be deducted from money due or to become due SUCCESSFUL BIDDER.

If, in the opinion of COUNTY, a condition develops that is dangerous to public safety, such condition may be immediately remedied with whatever means is available to COUNTY and the cost of this maintenance will be deducted from money due or to become due to SUCCESSFUL BIDDER.

8. TRAFFIC CONTROL REQUIREMENTS

SUCCESSFUL BIDDER shall also, as a minimum, provide the following traffic control measures:

Temporary traffic lanes must be delineated using either paint or traffic tape, excepting that paint may only be used on pavement to be replaced or overlaid as part of this CONTRACT.

The tape shall conform to State of Nevada specifications. The temporary pavement striping shall be by pilot line method. The tape shall be 6-inches wide and 4 feet long and spaced every 40 feet. The color of the tape shall match the color of the line that it replaces. The double yellow line shall have two pieces of tape side by side with a 4-inch space between, and spaced to the increments above.

Painted temporary traffic lines shall be 6-inches wide and shall be continuous or intermittent in accordance with the MUTCD. Existing lines either painted or raised pavement markers, that conflict with required temporary lines shall be effectively removed in such a manner to leave no residue or other trace of the former line that may be misconstrued by a driver to be a traffic line under any condition of daylight, darkness and wetness of pavement.

At the completion of the project, SUCCESSFUL BIDDER shall install additional pilot lines using 4-inch square pieces of tape to show the alignment of any permanent lines that were destroyed during construction. It shall be the responsibility of SUCCESSFUL BIDDER to remark said lines. This 4-inch square tape shall be removed just prior to the installation of the permanent lines.

Type III B barricades shall be used to protect all approaches to sites of excavation.

Flaggers must be used to assist trucks for safe ingress and egress whenever truck movements may interfere with safe passage through the work zone. In addition, flaggers shall be used whenever COUNTY deems it necessary for safety purposes.

If, in the opinion of COUNTY, a condition develops or exists that is dangerous to the safety of the general public, concrete barrier rails and fencing shall be used around the work site, excavations, trenches for underground utilities, and/or stockpiled materials. The barrier rails and fencing shall be maintained until COUNTY determines that the hazard no longer exists.

Portable concrete barrier rail ("F" rail) shall be used to separate travel lanes from excavations when any excavation:

- a. exceeds one foot in depth,
- b. exceeds one foot in width,
- c. is sloped steeper than 4:1, and
- d. is less than 18 feet from the nearest travel lane.

Fencing shall be used around open trenches exceeding 2' in depth. The fencing may be placed on top of concrete barrier rails. Type II barricades used for delineation shall have Type C steady burn lights. All barricades used for closures shall have Type A lights. Type B lights shall be used with appropriate advance warning signs.

9. TRAFFIC CONTROL AND BARRICADE PLAN

SUCCESSFUL BIDDER shall submit a written and diagramed 11" x 17" "Traffic Control and Barricade Plan" no later than fourteen (14) calendar days prior to proposed use. Two (2) copies of the plan shall be submitted as a submittal directly to the Project Administrator, who will review it for conformance to the CONTRACT documents.

The Project Administrator shall then submit the "Traffic Control and Barricade Plan" to COUNTY'S Traffic Control Engineer for review to assure conformance to the MUTCD and "Guidelines for Traffic Control in Work Zones."

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Traffic Control Plans shall be submitted on 11" x 17" plans unless required to be full plan size due to the complexity of the plan. All Traffic Control Plans shall be prepared by an IMSA or ATSSA Certified Traffic Control Technician. Each sheet will have the following information:

- Project Name
- Bid Number of the Project
- Name/address of Company that prepared the plan
- Name of the individual that prepared the plan
- The IMSA or ATSSA Certification number of the plan preparer
- The phone number of the Company that prepared the plan
- A 24-hour contact for the Company if different from above
- Whether the setup is day, night, or a 24-hour set up.
- Time frame(s) the restriction will be in effect
- What work will be conducted with the plan
- Date the plan was prepared
- Dates the plan is proposed to be implemented
- Duration of each plan
- A 3" by 5" blank area in the upper right hand corner of each plan sheet
- Roadways shall be oriented with north to the top or left of the plan sheet
- Key to what each symbol used indicates
- If a sand barrel attenuator is used, the barrel layout and fill of each barrel.

Plans shall provide the minimum following items:

- (1) All advance warning signs and arrow boards;
- (2) Method of barricading at intersections;
- (3) All regulatory signs;
- (4) All warning signs within delineation;
- (5) Method for protecting pedestrians and pedestrian access;
- (6) Provisions for emergency vehicle access at all times;
- (7) Lane widths, transitions, and tangent sections.
- (8) The existing posted speed on each roadway, and
- (9) Any and all pedestrian pathways.

Temporary Traffic Control Devices shall not be pre-strung or left within the right-of way during non-working hours or when the devices are not being used. Drums shall be used on all tapers and lane shifts.

SUCCESSFUL BIDDER is required to provide a minimum of three (3) normal work day advance written notice to Clark County Traffic Operations for any changes to the traffic or pedestrian signal operations within the accepted traffic control plan. SUCCESSFUL BIDDER is responsible for all cost associated with any changes required to the traffic signal for vehicle or pedestrian movements.

The above described plan must conform to the Clark County Uniform Standard Specification Section 625 as well as ADA requirement and the MUTCD for all traffic control methods, devices, and appurtenances.

SUCCESSFUL BIDDER is required to post with the Contracting Agent all information relative to any sub-SUCCESSFUL BIDDER for barricade control, including: Name of firm, address of firm, telephone number of firm, name of responsible agent for the project, and a 24 hour number for emergency response. All traffic control devices must display the 24-hour contact number of the traffic control (sub) SUCCESSFUL BIDDER on their reverse side, along with an identifying name, initials or logo.

The "Traffic Control and Barricade Plan" must be completed to the Engineer's satisfaction and all traffic control devices installed according to the accepted plans before construction begins.

10. COOPERATION WITH UTILITIES

COUNTY does not guarantee that all existing utilities are shown on the Construction Drawings, or that the utilities are shown in their exact locations. Furthermore, COUNTY has not indicated utility service connection laterals on the Construction Drawings. During all time periods when any utility valve, manhole, vault, or pull box may be buried or otherwise rendered inaccessible, SUCCESSFUL BIDDER shall have personnel and equipment on standby (respond within 1 hour) to uncover any valve, manhole, vault or pull box when requested by COUNTY.

All utility valves, manholes, vaults, or pullboxes which are buried shall be conspicuously marked in a fashion acceptable to COUNTY by SUCCESSFUL BIDDER to allow their location to be determined by COUNTY or utility personnel under adverse conditions, (inclement weather or darkness). by SUCCESSFUL BIDDER to allow their location to be determined by COUNTY or utility personnel under adverse conditions, (inclement weather or darkness).

All cost for providing standby personnel and equipment and for uncovering buried facilities shall not be paid for separately but shall be considered incidental to the items of work associated with the burial except for service connections, which may affect the work.

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During the performance of Contract work, the owner of any utility affected by the work shall have the right to enter, when necessary, upon any portion of the work for the purpose of maintaining service and of making changes in, or repairs to, said utility.

SUCCESSFUL BIDDER shall not be assessed liquidated damages for failure to complete the work on time to the extent that such delay was caused by failure of COUNTY or agency having jurisdiction over the utility or service connection to authorize or otherwise provide for its removal, relocation, protection, support, repair, maintenance, or replacement.

SUCCESSFUL BIDDER shall not shut off the water supply to a hydrant, nor in any way, prevent access to a fire hydrant until he has secured permission to do so from the proper authorities.

SUCCESSFUL BIDDER shall exercise extreme care so as not to damage new or existing buried utilities and shall utilize equipment throughout his construction operations so that new and existing utilities are not damaged. SUCCESSFUL BIDDER shall be responsible for costs of removing, relocating, protecting, supporting, repairing, maintaining, or replacing new or existing facilities damaged by his operations as determined by COUNTY.

11. SUCCESSFUL BIDDER'S RESPONSIBILITY FOR THE WORK AND MATERIALS

SUCCESSFUL BIDDER shall maintain on-site, copies of all applicable Safety Data Sheets (SDS) for all materials used on the project.

These SDS sheets shall be readily available for inspection and review by any individual who may so request.

12. LOCAL FACILITY

A. Service Station

SUCCESSFUL BIDDER shall maintain a local service station. The station shall be capable of (servicing, repairing and installing component parts, troubleshooting, repairing and maintaining) COUNTY'S equipment, to be verified by COUNTY'S representative. Non-compliance with this Section may result in termination of CONTRACT.

13. PARTS INVENTORY REQUIREMENTS

SUCCESSFUL BIDDER agrees to the following requirements and authorization of parts used in work:

A. COUNTY has a small inventory of parts to be expended during the term of this CONTRACT. SUCCESSFUL BIDDER shall discuss the availability of parts with COUNTY and when possible utilize existing COUNTY inventory. SUCCESSFUL BIDDER shall credit COUNTY fair market value for the parts utilized on the invoice where demand for payment for services where parts were used is made.

B. Major Component Parts (Mechanical): SUCCESSFUL BIDDER shall have machine gears, frames, sheaves, rails and similar mechanical components in stock and secured at SUCCESSFUL BIDDER'S local warehouse for all elevators. SUCCESSFUL BIDDER shall have handrails, handrail assembly components, step chains, escalator steps and gearbox components in stock and secured at the local warehouse for all escalators.

C. Special Electrical Parts: SUCCESSFUL BIDDER acknowledges that if Elevator / Escalator Control Systems contain solid-state printed circuit modules, SUCCESSFUL BIDDER shall maintain in inventory, a sufficient amount of modules and component parts to replace and / or repair any of these units, within the timeframes contained herein, should failure occur.

D. Handrails: SUCCESSFUL BIDDER shall provide handrail replacement and vulcanizing capabilities within twenty-four (24) hours after requested by COUNTY.

E. Job Material Inventory: SUCCESSFUL BIDDER shall maintain a supply of contacts, contactors, coils, leads and generator brushes (if applicable), printed circuit boards, door rollers, lubricants, wiping cloths and other minor parts in each elevator machine room for the term of the Contract.

F. Spare Parts Inventory: SUCCESSFUL BIDDER shall maintain a supply of the elevator and escalator spare replacement parts in SUCCESSFUL BIDDER'S secured warehouse and such warehouse shall be physically located within thirty (30) miles of the Las Vegas city limits.

G. Parts Replacement Policy: SUCCESSFUL BIDDER shall not alter equipment parts and Original Equipment Manufacturer's (OEM) design with other manufacturers unless OEM has discontinued the item and the parts are no longer available or otherwise approved by COUNTY.

Parts manufactured by companies other than OEM, but supplied to the OEM as part of their overall product may be acceptable, if part is of the same design and character. These proven suppliers may be recognized as equal, so long as their product matches the existing part and SUCCESSFUL BIDDER obtains COUNTY'S written consent prior to installing such parts.

14. PROSECUTION AND PROGRESS

SUCCESSFUL BIDDER shall be responsible for planning, scheduling and reporting the progress of the work to ensure timely completion of the CONTRACT.

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SUCCESSFUL BIDDER shall submit an anticipated Monthly Work Schedule prior to or at the Contract kick-off meeting for COUNTY'S acceptance. The Schedule shall indicate the order in which SUCCESSFUL BIDDER proposes to carry out the work each month showing the anticipated beginning times and completion times for the all items of maintenance work by this CONTRACT. The Schedule shall be in a form acceptable to COUNTY.

In addition, SUCCESSFUL BIDDER shall provide COUNTY with a Weekly Report that indicates 100 percent of the work performed at the pedestrian bridges. Work includes, but is not limited to inspections, punch list item completion, preventative maintenance, special tests, housekeeping, repair, call back service, elevator entrapments, hoist way glass cleaning, cooperation and/or coordination with other trades performing services, etc. Weekly reports shall be submitted no later than the Tuesday of the following week and be in a format acceptable to COUNTY.

Upon request of COUNTY, SUCCESSFUL BIDDER shall submit updated Schedules in the form required by COUNTY. Such updated Schedules may be required if a significant time deviation from the original Schedule is noted by COUNTY or as otherwise deemed necessary by COUNTY. SUCCESSFUL BIDDER shall submit the updated Schedule within ten (10) calendar days of the request of COUNTY.

SUCCESSFUL BIDDER shall indicate on the updated Schedule and Weekly Report any revised operation sequence, changes in equipment, labor forces, or working shifts, or other pertinent factors by which insufficient progress will be made up to allow the CONTRACT completion within the time set forth herein.

Failure of SUCCESSFUL BIDDER to submit an acceptable Schedule, updated Schedules, and Weekly Reports as required will be grounds for COUNTY to deduct ten (10) percent of the monthly progress payments until SUCCESSFUL BIDDER is in compliance. Upon compliance, this amount will be paid to SUCCESSFUL BIDDER in the next scheduled monthly estimate.

15. QUARTERLY PROJECT WALKS AND INSPECTIONS

Quarterly project walk through meetings will also be conducted and quarterly punch lists will be prepared by SUCCESSFUL BIDDER. Should SUCCESSFUL BIDDER fail to complete the quarterly "punch list" within the above allocated time or within such extra time as allowed by COUNTY, there shall be deducted from any money due SUCCESSFUL BIDDER the sum of \$1,000.00 per each calendar day exceeding the allotted time.

16. F.O.B. DESTINATION - FREIGHT PRE-PAID

SUCCESSFUL BIDDER shall pay all freight charges. SUCCESSFUL BIDDER shall file all claims and bears all responsibility for the products from the point of origin to COUNTY'S destination. All prices shall be F.O.B. the delivery points as required. All prices shall include delivery, as well as any necessary unloading.

17. INSTALLATION

SUCCESSFUL BIDDER shall be responsible for all installation, including the removal of all residual packing or shipping materials. If requested, an authorized factory representative for SUCCESSFUL BIDDER shall be present during installation, at no charge to COUNTY.

18. ENGINEERING SERVICES

Should the product fail to operate properly upon start-up, SUCCESSFUL BIDDER shall provide the services of a field engineer, as needed. This service shall be furnished at no additional cost to COUNTY.

19. FAILURE TO DELIVER

In the event that SUCCESSFUL BIDDER fails to deliver the product or service in accordance with the terms and conditions of CONTRACT, COUNTY shall have the option to either terminate CONTRACT or temporarily procure the product or service from another supplier. If the product or service is procured from another supplier, SUCCESSFUL BIDDER shall pay to COUNTY any difference between the bid price and the price paid to the other supplier.

20. DAMAGED OR DEFECTIVE PRODUCTS

SUCCESSFUL BIDDER shall replace, at no cost to COUNTY, damaged or defective products within twenty-four (24) hour(s) after notice. This shall include freight and any and all other associated costs. Failure to do so will cause such products to be procured from another supplier. If the product is procured from another supplier, SUCCESSFUL BIDDER shall pay COUNTY any difference between the bid price and the price paid to the other supplier.

21. EXTENDED WARRANTY(S)

Specify all factory and component manufacturers' standards and extended warranties. SUCCESSFUL BIDDER shall list any extended warranties and costs associated with them that may be purchased by COUNTY. (PLEASE NOTE: THE COST OF EXTENDED WARRANTIES SHALL NOT BE INCLUDED IN THE BID PRICE. THE EXTENDED WARRANTY DESCRIPTION AND PRICE SHALL BE LISTED SEPARATELY.

COUNTY SHALL HAVE THE OPTION OF PURCHASING THE EXTENDED WARRANTIES SEPARATELY, BASED ON COUNTY BUDGETED APPROPRIATIONS) SUCCESSFUL BIDDER shall provide copy of warranties upon request.

22. WORKING HOURS

Normal Service Hours: The hours during which scheduled maintenance work is to be performed shall be between 6:00 a.m. and 2:30 p.m., Monday through Friday. One Journeyman Level Mechanic shall roam all bridges included in the Contract, Friday through Tuesday from 2:30 p.m. to 11:00 p.m. for the purpose of rectifying elevator and escalator faults. Once scheduled maintenance work commences which requires the discontinuation of service to any elevator or escalator, such work shall be completed by Friday at 6:00 p.m. of the same week in which work commences. Failure on the part of SUCCESSFUL BIDDER to resume service by this day and time shall result in a liquidated damage assessed to SUCCESSFUL BIDDER of \$1000.00 per calendar day, or portion thereof for each affected elevator and/or escalator. This sum to be deducted from any monies due or that may become due SUCCESSFUL BIDDER for monthly maintenance of the affected elevator and/or escalator. These liquidated damages shall not apply if, in the reasonable judgment of COUNTY, the reason service cannot be resumed is beyond the control of SUCCESSFUL BIDDER.

23. LABOR

SUCCESSFUL BIDDER and all subcontractors shall be bound by and comply with all federal, state and local laws with regard to prevailing wages, minimum wages, overtime work, hiring and discrimination. All work necessary to be performed after regular working hours on Sundays or legal holidays, shall be performed without additional expense to COUNTY.

24. REMOVAL OF EMPLOYEE

COUNTY reserves the right to request removal of any SUCCESSFUL BIDDER'S employee upon submitting proper justification, should such action be considered necessary to the best interests of COUNTY.

25. FURNISHING SUPERVISION OF EMPLOYEES

SUCCESSFUL BIDDER shall furnish, at SUCCESSFUL BIDDER'S expense, the supervision required to insure the necessary management of his personnel, and the functions involved in the specifications.

26. SUPPLIER'S STOCK

SUCCESSFUL BIDDER shall agree to maintain access to sufficient stock of any item awarded in this bid. The lead time(s) for such stock shall not exceed the maximum delivery time period(s) as specified in this bid.

27. SAFETY REQUIREMENTS

The safety of SUCCESSFUL BIDDER'S employees or representatives and others in or around the area of repairs or maintenance is the responsibility of SUCCESSFUL BIDDER. SUCCESSFUL BIDDER, its employees and its representatives shall comply with the current 29 CFR 1910 OSHA General Industry Regulations. COUNTY will accept no responsibility or liability as a result of improper installation or workmanship. The immediate area, as well as equipment being maintained, will be clean and clear of safety hazards. Any hazard noticed by servicing personnel shall be immediately reported verbally, followed by a written statement to COUNTY'S representative. If barricades are needed to insure safety, the SUCCESSFUL BIDDER shall provide them at no cost to COUNTY.

28. RESPONSIBILITY FOR WORK SECURITY

- A. SUCCESSFUL BIDDER shall at all times conduct all operations under CONTRACT in a manner to avoid the risk of loss, theft, or damage by vandalism, sabotage or other means to any property. SUCCESSFUL BIDDER shall promptly take all reasonable precautions, which are necessary and adequate against any conditions, which involve a risk of loss, theft or damage to its property, COUNTY'S property, and the work site. SUCCESSFUL BIDDER shall continuously inspect all its work, materials, and equipment facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such conditions.
- B. SUCCESSFUL BIDDER shall comply with all applicable laws and regulations. SUCCESSFUL BIDDER shall cooperate with COUNTY on all security matters and shall promptly comply with any project security requirements established by COUNTY. Such compliance with these security requirements shall not relieve SUCCESSFUL BIDDER of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner SUCCESSFUL BIDDER'S obligation to undertake reasonable action as required to establish and maintain secure conditions at the site.
- C. SUCCESSFUL BIDDER shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to COUNTY in a timely manner.

29. PROHIBITED ACTIVITIES WHILE ON COUNTY'S PROPERTIES

The activities prohibited by SUCCESSFUL BIDDER'S employees during performance of services include but are not limited to the following: using COUNTY'S property and equipment (coffee pots, microwaves, radios, televisions, VCR's, refrigerators, calculators, computers, printers, fax machines, copy machines, etc.); eating COUNTY'S employees' food from the break rooms or elsewhere; placing personal or business, long distance and directory assistance phone calls, being under the influence of or use of alcohol or drugs while on COUNTY'S property is prohibited.

30. INGRESS AND EGRESS OF FACILITIES

SUCCESSFUL BIDDER'S employees must notify COUNTY'S representative before entering and exiting any of COUNTY'S facilities to perform all services. SUCCESSFUL BIDDER will be provided with a list of COUNTY'S representatives for each of COUNTY'S facilities.

31. KEYS / ACCESS CARDS

SUCCESSFUL BIDDER shall have full responsibility for protection of all keys / access cards furnished to SUCCESSFUL BIDDER or SUCCESSFUL BIDDER'S employees. SUCCESSFUL BIDDER shall also be responsible for ensuring that COUNTY'S facilities are properly secured upon completion of performance of service, if such action is directed by COUNTY'S representative. SUCCESSFUL BIDDER shall be required to sign COUNTY'S form before the key(s) / access card (s) are issued and upon completion of CONTRACT or at COUNTY'S request shall surrender key(s)/ access card(s) and obtain documentation of compliance. Should SUCCESSFUL BIDDER fail to surrender all keys / access cards upon completion or termination of CONTRACT, SUCCESSFUL BIDDER shall be responsible for all costs associated with replacing these items.

32. DAMAGE TO COUNTY PROPERTY

SUCCESSFUL BIDDER shall perform all work in such manner that does not damage COUNTY property. In the event damage occurs to COUNTY property or adjacent property by reason of services performed under CONTRACT, SUCCESSFUL BIDDER shall replace or repair the same at no cost to COUNTY. If damage caused by SUCCESSFUL BIDDER has to be repaired or replaced by COUNTY, the cost of such work shall be deducted from monies due SUCCESSFUL BIDDER.

33. PERFORMANCE REQUIREMENTS

A. COUNTY considers SUCCESSFUL BIDDER to be an expert in the local, state and federal laws, regulations and codes applicable to the services described herein. When, in the opinion of SUCCESSFUL BIDDER, COUNTY is not in compliance with applicable laws, regulations, or codes, SUCCESSFUL BIDDER shall immediately notify COUNTY and make recommendations to bring the buildings, facilities or equipment up to standard. Furthermore the laws, regulations, and codes are to be recognized as a minimum allowable standard of such; and

B. All services performed, parts or material installed and equipment used in the performance of services under CONTRACT shall be subject to inspection and testing by COUNTY to insure compliance with CONTRACT and industry standard. SUCCESSFUL BIDDER shall not charge processing fees for any warranty related work.

Any services performed that are deemed by COUNTY not in conformity with the specifications of CONTRACT or industry standard shall require SUCCESSFUL BIDDER to perform services again within twenty-four (24) hours at no additional cost to COUNTY. Consistent sub-standard performance or quality of work may result in the termination of CONTRACT. Consistent sub-standard performance or lack of adherence to safety standards shall result in the permanent removal of SUCCESSFUL BIDDER'S employees from performing work on COUNTY'S property.

34. PERFORMANCE STANDARDS

If any services performed are deemed not in conformity with the specifications and requirements of this CONTRACT, COUNTY shall have the right to require SUCCESSFUL BIDDER to perform the services again in conformity with said specifications and requirements at no additional cost to COUNTY.

35. INVOICING REQUIREMENT

This Bid may represent the requirements from numerous COUNTY departments. Each using department will issue individual Purchase Orders dictating contact information and any additional invoicing requirements. All Purchase Orders sent to SUCCESSFUL BIDDER will identify the department or division for which supplies and services are required and list the location where associated invoices shall be sent.

SUCCESSFUL BIDDER shall comply with the invoice requirements contained in the General Conditions of this bid. SUCCESSFUL BIDDER shall be aware that per NRS 244.250, COUNTY is precluded from payment of invoices submitted beyond six (6) months from the date SUCCESSFUL BIDDER performs the services.

36. ANNUAL INVENTORY LIST

An inventory list of all equipment shall be provided to COUNTY at the end of the first year of CONTRACT and submitted annually thereafter.

37. SUCCESSFUL BIDDER QUALITY CONTROL PROGRAM

SUCCESSFUL BIDDER shall establish a complete Quality Control Program (QCP) to ensure the requirements of the Contract are provided as specified. SUCCESSFUL BIDDER shall provide a copy of their QCP to COUNTY at the CONTRACT kick-off meeting.

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The QCP shall be a system for identifying and correcting deficiencies in the quality of service, before the level of performance becomes unacceptable and/or COUNTY points out the deficiencies. The program shall include but not be limited to the following:

- A. An inspection system which is tailored to the specific facility being serviced and which covers all services stated in this Contract. SUCCESSFUL BIDDER shall, at a minimum, use the checklists and logs provided as Attachment B contained herein and as needed, devise additions to the checklists and logs to be in accordance with "Maintenance Control Program and Maintenance Records" per the latest edition of the American Society of Mechanical Engineers A17.1, Safety Code for elevators and escalators. Include the name of each management individual who will perform the inspections. The checklist must be signed and dated by the inspector at the time the inspection is completed. It is not permissible for the person who performs the work to inspect and accept that work. SUCCESSFUL BIDDER and their employees, who will complete inspections, shall be identified by title and type of inspection each is authorized to perform.
- B. A local file of all inspections conducted by SUCCESSFUL BIDDER and the corrective action taken. This documentation shall be made available to COUNTY monthly during the terms of the CONTRACT. COUNTY may compare inspections performed by SUCCESSFUL BIDDER'S inspectors against actual conditions which exist at that point in time.
- C. Failure by SUCCESSFUL BIDDER to implement the approved plan and pursue it diligently from the commencement of the CONTRACT shall be grounds for termination.
- D. Failure to provide the monthly inspection reports shall result in a withholding of fifteen (15) percent of the monthly maintenance cost until received.

38. INSPECTION OF EQUIPMENT USED

All equipment used to perform the required services, shall be subject to inspection and test prior to and during the performance of CONTRACT by COUNTY to ensure the use of equipment that meets the "standards of the industry," both in safety and suitability as generally recognized and in conformity to established practice in the area of the specific services being performed. Use of unsatisfactory equipment will be considered unsatisfactory performance.

39. ANNUAL CONTRACT CLOSE-OUT PROCEDURE

At least sixty (60) calendar days prior to the completion of the CONTRACT'S initial term and any renewal term thereafter, COUNTY will:

- A. Inspect the maintenance work, logs and other records to determine if work is complete and in compliance with the Contract.
- B. Schedule an inspection with SUCCESSFUL BIDDER'S representative and any other affected agency. This inspection shall be for the purpose of developing a "punch list" of items requiring correction, repair, or completion. The punch list shall include comments made by COUNTY.
- C. Compile the "punch list" from the comments provided at the inspection and supply a typewritten copy to SUCCESSFUL BIDDER. Upon distribution of the punch list items to SUCCESSFUL BIDDER, the punch list time allotment shall commence.

Scheduled completion of the punch list shall not exceed thirty (30) calendar days from date of the punch list letter or as otherwise agreed to by COUNTY. When all punch list items are completed, SUCCESSFUL BIDDER shall notify in writing COUNTY who will verify their completion.

Should COUNTY be requested to perform second inspections, either "punch list" or final, because of failure of work to be complete, SUCCESSFUL BIDDER shall compensate COUNTY for any costs incurred by the second and any subsequent inspections.

Failure of SUCCESSFUL BIDDER to complete any "punch list" within the stated time shall be cause for assessment of liquidated damages.

40. THIRD PARTY INSPECTIONS

Where COUNTY may be limited in access or experience to perform inspections and tests necessary to ascertain that the requirements of CONTRACT are being fulfilled, COUNTY reserves the right to contract with a third party recognized by industry standards as qualified to perform maintenance audits. SUCCESSFUL BIDDER shall receive a copy of the official findings of all maintenance audits from COUNTY within thirty (30) calendar days of COUNTY'S receipt of documents or prior to COUNTY'S demand for corrective action.

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Should the maintenance audit determine that performance by SUCCESSFUL BIDDER has been below the industry standard or not in compliance with the terms and conditions of CONTRACT, COUNTY reserves the right to seek reimbursement of the third party inspection costs from SUCCESSFUL BIDDER. Failure of SUCCESSFUL BIDDER to reimburse COUNTY within thirty (30) calendar days of COUNTY'S demand for reimbursement may result in COUNTY invoking liquidated damages or termination of CONTRACT.

41. DISPUTES

Any dispute relating to CONTRACT after award shall be resolved through good faith efforts upon the part of SUCCESSFUL BIDDER and COUNTY. At all times, SUCCESSFUL BIDDER shall carry on the work and maintain his progress schedule in accordance with the requirements of CONTRACT and the determination of COUNTY, pending resolution of any dispute.

42. LIQUIDATED DAMAGES - COMPLETION OF CONTRACT

In case of failure on the part of the SUCCESSFUL BIDDER to deliver the product or service within the time specified, or with such additional time as may be granted by the formal action of COUNTY, SUCCESSFUL BIDDER shall pay to COUNTY, as liquidated damages, \$1000.00 per calendar day. This sum shall be considered as reimbursement, in part, to COUNTY for the loss of the use of the items agreed to in this document. The liquidated damages shall be deducted from the next invoice from SUCCESSFUL BIDDER or billed to SUCCESSFUL BIDDER directly. This shall not preclude the recovery of any other damages which can be reasonably estimated.

43. CONTRACT PERFORMANCE CUSTOMER SURVEY

Periodically during the life of CONTRACT, COUNTY will administer a Contract Performance Customer Survey Questionnaire to be completed by both end using departments and SUCCESSFUL BIDDER. This survey serves as a vehicle for COUNTY to identify successes or challenges encountered in the contract management process. Participation in this process shall be considered as part of SUCCESSFUL BIDDER'S performance.

44. AIR POLLUTION

SUCCESSFUL BIDDER shall so perform its work as not to discharge into the atmosphere from any source whatever smoke, dust, or other air contaminants in violation of the laws, rules and regulations of all federal, state and local air and water pollution requirements including, but not limited to: Nevada Revised Statute 445: Air Quality Regulation; registering with the Clark County Health Department, Air Pollution Board any equipment requiring operating permits by said Board; and adhering to all Clark County Air Pollution Board Regulations.

45. STORAGE OF MATERIALS

SUCCESSFUL BIDDER is responsible for storage of any materials. COUNTY is not responsible for loss or damage to materials, tools, appliances, or work arising from acts of theft, vandalism, malicious mischief or other causes.

46. CLEANING UP

SUCCESSFUL BIDDER shall, at all times, keep the work area in a neat, clean, and safe condition. Upon completion of any portion of the work, SUCCESSFUL BIDDER shall promptly remove all of its equipment, temporary structures and surplus materials not to be used at or near the same location during later stages of work. Upon completion of the work and before payment is made, SUCCESSFUL BIDDER shall, at its expense, satisfactorily dispose of all plant, rubbish, unused materials, and other equipment and materials belonging to it or used in the performance of the work, and SUCCESSFUL BIDDER shall leave the premises and work site in a neat, clean and safe condition. In the event of SUCCESSFUL BIDDER'S failure to comply with the foregoing, COUNTY may accomplish the same at SUCCESSFUL BIDDER'S expense.

ADDITIONAL TERMS PERTAINING TO LOT 2:47. PROJECT SCOPE OF WORK

The work under Lot 2 of this CONTRACT shall be for repairs, replacements and upgrades of system components to ensure proper function and extend life of existing equipment in accordance with and awarded under NRS 338.

- A. Prevailing wage rates and benefits, as provided by the State Labor Commissioner, for the actual labor used on each job including any zone pay for rural areas; plus, twenty-two percent (22%) mark up as a labor surcharge plus;
- B. Verifiable Equipment rates based on paid invoices / receipts or RS Means Cost Data for the year in which the work is performed, no markup to be added, plus;
- C. Materials, Permits and Fees cost based on paid invoices / receipts submitted, no markup to be added.
- D. Bidder's surcharge awarded will be applied to the total of (A) Total Labor plus (B) Total Cost of Equipment plus (C) Total Cost of Materials, and is the only overhead, profit, or markup figure that will be allowed. SUCCESSFUL BIDDER'S surcharge shall remain fixed throughout the CONTRACT and renewals.

48. TIME AND MATERIAL SERVICES

SUCCESSFUL BIDDER shall supply not to exceed quotes for any services defined herein as outside of SUCCESSFUL BIDDER'S responsibility or control under this CONTRACT. All quotes from SUCCESSFUL BIDDER must include a not to exceed time for completion. Where materials have an extended lead time, the timeframe for delivery of materials must be listed separately. All labor for these services shall be billed at prevailing wage and are subject to the requirements of Nevada State labor laws. All material quoted for these services shall be billed at SUCCESSFUL BIDDER'S cost. SUCCESSFUL BIDDER shall present their purchase invoice for all materials listed in SUCCESSFUL BIDDER'S invoice. All Invoices for repairs and call out services shall be for actual time only. No minimum billing times for labor or travel time shall be allowed. All labor rates shall be reflective of services rendered in the contiguous Las Vegas Valley area. For services required outside of the Las Vegas Valley area, billing shall be reflective of actual time billed at the hourly rates contained herein plus mileage.

Mileage under CONTRACT shall be defined and set at the current U.S. GSA's CONUS rates for non-government owned vehicles at the time of travel. Current U.S. GSA CONUS rates breakdowns can be accessed on the following website: <http://www.gsa.gov/Portal/gsa/ep/home.do?tabId=0>.

Ex. (current CONUS rate) \$0.55 x 50 miles = \$27.50

A. Expected response protocols for non-emergency services are as follows:

SUCCESSFUL BIDDER shall perform a job walk for the purpose of ascertaining services to be provided and associated costs within twenty-four (24) hours of COUNTY'S request for services; SUCCESSFUL BIDDER shall provide COUNTY representative with written quote within seventy-two (72) hours of COUNTY'S request for service; and SUCCESSFUL BIDDER shall commence services within forty-eight (48) hours of COUNTY'S written approval of SUCCESSFUL BIDDER'S project specific quote document.

B. Expected response protocols for emergency services are as follows:

SUCCESSFUL BIDDER shall perform a job walk for the purpose of ascertaining services to be provided and associated costs within two (2) hours of COUNTY'S request for services;

SUCCESSFUL BIDDER shall provide Clark County representative with written quote within four (4) hours of COUNTY'S request for service; and

SUCCESSFUL BIDDER shall commence services within one (1) hour of COUNTY'S written approval of SUCCESSFUL BIDDER'S project specific quote document.

The determination of emergency services is strictly at COUNTY'S discretion.

49. BIDDER'S REPRESENTATIONA. **Nevada State Contractor's Board Licensing**

1. Bidders for this work must be qualified and properly licensed to perform the particular work pursuant to the provisions of the Nevada Revised Statutes Chapter 624. Failure to comply shall result in rejection of the Bidder. Nevada Contractor's License number and dollar limit must be indicated on the Bid Form page. Should there be a protest regarding the applicability of the low Bidder's Contractor's license to the scope of the project, it shall be the low Bidder's responsibility to obtain an opinion from the State Contractor's Board at its next meeting. **Bidders are reminded that, per NRS 624.3015, bidding on a contract for work in excess of its limits or beyond the scope of its license is grounds for disciplinary action by the State Contractors Board.**

2. The Bidder(s), and SUCCESSFUL BIDDER, and their Subcontractor/Independent Contractors, shall comply with all provisions of Nevada Revised Statutes, Chapter 624, during the bidding phase and Nevada Administrative Code, Chapter 624, through completion of the project.

B. **Journeyman and Master Electrician and Plumbing Examination Program**

1. All electricians providing supervision of electrical work on this project are required to possess a valid Clark County Development Services card appropriate to the scope of work being performed. The categories are Master Electrician and Journeyman Electrician, which have passed the International Code Council (ICC) Contractor Examination Services testing at www2.ICCSAFE.org or by calling 1-888-422-7233.

2. All plumbers providing supervision of the plumbing work on this project are required to possess a valid Clark County Development Services card for the appropriate scope of work being performed. The categories are Master Plumber and Journeyman Plumber.

Tests are administered by the Southern Nevada Board of Plumbing Examiners (SNBOPE) at www.NBOPE.org or by calling 1-877-457-6482.

3. SUCCESSFUL BIDDER shall validate that their employee(s) or their Subcontractor's employee(s) providing supervision for the scope performed maintain current valid cards throughout the term of this CONTRACT. SUCCESSFUL BIDDER agrees to provide within twenty-four (24) hours of a request by COUNTY, proof of current and valid cards for individuals planned or performing the supervision identified herein. Should any of these supervising employee's cards expire, that employee shall be replaced immediately with another qualified valid cardholder without any additional cost to COUNTY.
4. Clark County staff, including but not limited to, from Development Services, Real Property Management, Public Works and/or their contracted staff will perform unscheduled site visits to validate that the workers performing the electrical and plumbing work are in compliance with these requirements. Employees found performing work without the proper proof of compliance (valid card) shall be immediately replaced as specified above without any additional cost or associated impacts to COUNTY.

50. CLOSE-OUT DOCUMENTATION

As a part of the required contract close-out documentation, SUCCESSFUL BIDDER shall submit a Summary Report of Material Suppliers and Subcontractors listing the name of the Subcontractor, Bid item or work performed, the Business Enterprise Group (BEG), Ethnicity Status, and Value of the contracts. The close-out document shall be submitted in a manner that substantially meets the format and content of the form attached hereto as **Close-out Documentation Summary Report of Subcontractors**. The Business Enterprise Categories are defined as follows:

1. MINORITY OWNED BUSINESS ENTERPRISE (MBE):

An independent and continuing business for profit, which performs a commercially useful function and is at least 51 percent owned and controlled by one or more minority persons of African-American (AA), Hispanic American (HA), Asian-Pacific American (AX) or Native American (NA) ethnicity.

2. WOMEN OWNED BUSINESS ENTERPRISE (WBE):

An independent and continuing business for profit, which performs a commercially useful function and is at least 51 percent owned and controlled by one or more women.

3. PHYSICALLY-CHALLENGED BUSINESS ENTERPRISE (PBE):

An independent and continuing business for profit, which performs a commercially useful function and is at least 51 percent owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

4. SMALL BUSINESS ENTERPRISE (SBE):

An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

5. VETERAN OWNED ENTERPRISE (VET):

A Nevada business at least 51% owned/controlled by a veteran.

6. DISABLED VETERAN OWNED ENTERPRISE (DVET):

A Nevada business at least 51% owned/controlled by a disabled veteran.

7. EMERGING SMALL BUSINESS (ESB):

Certified by the Nevada Governor's Office of Economic Development effective January, 2014. Approved into Nevada Law during the 77th Legislative session as a result of AB294.

The information provided by SUCCESSFUL BIDDER is for COUNTY'S information only, as requested by the Board of County Commissioners.

If there are any questions regarding these business categories, their utilization, and local small business development program, please contact Adleen Stidhum at telephone number (702) 455-7155.

51. RESPONSIBILITY OF SUCCESSFUL BIDDER

- A. SUCCESSFUL BIDDER shall be fully and solely responsible for safety and health conditions for conducting all operations under this CONTRACT and at all times in such a manner as to avoid the risk of endangerment to health, bodily harm to persons, and damage to property.

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SUCCESSFUL BIDDER shall continually and diligently inspect all equipment, materials and work to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions. SUCCESSFUL BIDDER shall furnish all safety equipment, supplies and instructions required for the work and enforce the proper use of such by its employees, agents, subcontractors and any and all sub-tier levels and suppliers. SUCCESSFUL BIDDER shall notify COUNTY in writing of the name of their assign employee responsible for safety and health including a twenty-four hour telephone number prior to commencement of work. SUCCESSFUL BIDDER shall comply with all requirements of Nevada Revised Statute Chapter 618, Occupational Safety and Health, Nevada Administrative Code Chapter 618 and have established an **active** Safety Program in accordance therewith.

- B. SUCCESSFUL BIDDER shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by SUCCESSFUL BIDDER, their principals, officers, employees, agents, Subcontractors and suppliers required to complete this CONTRACT. In performing the specified services, SUCCESSFUL BIDDER shall follow practices consistent with generally accepted professional and technical standards.
- C. It shall be the duty of SUCCESSFUL BIDDER to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. SUCCESSFUL BIDDER will not produce a work product that violates or infringes on any copyright or patent rights. SUCCESSFUL BIDDER shall, without additional compensation, correct or revise any errors or omissions in its work products. Permitted or required approval by COUNTY of any products or services furnished by SUCCESSFUL BIDDER shall not in any way relieve SUCCESSFUL BIDDER of responsibility for the professional quality and technical accuracy and adequacy of its work. COUNTY'S review, approval, acceptance, or payment for any of SUCCESSFUL BIDDER'S services herein shall not be construed to operate as a waiver of any rights under this CONTRACT or of any cause of action arising out of the performance of this CONTRACT, and SUCCESSFUL BIDDER shall be and remain liable in accordance with the terms of this CONTRACT and applicable law for all damages to COUNTY caused by SUCCESSFUL BIDDER'S performance or failures to perform under this CONTRACT.
- D. SUCCESSFUL BIDDER shall appoint a qualified employee who will manage the performance of services, should this employee be unable to complete his or her responsibility for any reason, SUCCESSFUL BIDDER will immediately replace him or her with a qualified person and inform COUNTY in writing.
- E. As built drawings and related specifications shall become and remain the property of COUNTY. Copies of the drawings and specifications retained by COUNTY may be utilized only for its use and for occupying and maintaining the project for which they were prepared, and not for construction of any other project. A copy of all materials, information and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by SUCCESSFUL BIDDER during the performance of services for which it has been compensated under this CONTRACT, shall be delivered to COUNTY'S representative upon completion or termination of this CONTRACT, whichever occurs first. COUNTY shall have the right to reproduce all non-copy write protected documentation supplied pursuant to this CONTRACT.
- F. SUCCESSFUL BIDDER agrees that its officers, employees, Subcontractors and suppliers will cooperate with COUNTY in the performance of services under this CONTRACT and will be available for consultation with COUNTY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- G. SUCCESSFUL BIDDER 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, tools, labor or incidentals necessary to complete the work in the best possible and most expeditious manner.

52. STANDARDS AND CODES

- A. Wherever references are made in the Contract to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Contract shall apply to the work of the project, unless otherwise expressly set forth.

Unless otherwise specified, reference to such standards or codes is solely for implementation of the technical portions of such standards and codes.
- B. Where applicable, reference to the Uniform Standard Specifications shall mean the Uniform Standard Specifications for Public Works Construction, Off-Site Improvements, Clark County Area, Nevada, Third Edition and revisions thereof, excluding Sections 102 and 103 of Division One, and/or the latest adopted Editions of the Uniform Building Code, Plumbing Code, Electrical Code, Fire Code, and Mechanical Code.

53. TAXES

SUCCESSFUL BIDDER shall pay all taxes, levies, duties and assessments of any nature that may be applicable to any work under this CONTRACT. The CONTRACT amount and any approved change orders amounts shall include all taxes imposed by law. SUCCESSFUL BIDDER shall make any and all payroll deductions required by law. SUCCESSFUL BIDDER herein indemnifies and holds COUNTY harmless from any liability regarding any and all such taxes, levies, duties, assessments and deductions.

54. ADA REQUIREMENTS

All work performed or services rendered by SUCCESSFUL BIDDER must comply with the Americans with Disabilities Act standards adopted by Clark County. All facilities built prior to January 26, 1992 must comply with the Uniform Federal Accessibility Standards; and all facilities completed after January 26, 1992 must comply with the Americans with Disabilities Act Accessibility Guidelines. It shall be the responsibility of SUCCESSFUL BIDDER to advise COUNTY should COUNTY'S requirements not meet the appropriate accessibility standards.

55. PAYMENT OF MATERIAL

- A. Payment based on the actual cost of supplies, materials and equipment on hand under this section shall be made by COUNTY pursuant to NRS 338.515(2) with or without the paid invoice. "Actual cost" of materials shall be the invoice amount, whether paid or not, and shall not include any costs associated with installation, testing, etc. SUCCESSFUL BIDDER shall be entitled to payment of the actual cost of supplies, materials and equipment only if it (1) presents an invoice to COUNTY with the progress bill and, (2) states in the progress bill that the materials have been delivered and stored in the time and manner specified in the contract between SUCCESSFUL BIDDER and its supplier or subcontractor. If SUCCESSFUL BIDDER fails to comply with those conditions, COUNTY may decline payment in accordance with the provisions of NRS 338.525. COUNTY expressly reserves the right to withhold retention until SUCCESSFUL BIDDER presents to COUNTY a paid invoice, or some other proof of payment satisfactory to COUNTY, for COUNTY'S use in verifying the accuracy of the actual cost of the supplies, materials or equipment. If the amount paid does not match the actual cost, COUNTY shall adjust the amount of retention accordingly. Payment for supplies, materials or equipment on hand does not alter the responsibility of SUCCESSFUL BIDDER for all supplies, materials and equipment until final acceptance of the work.
- B. If materials are not specifically purchased for the work, but are taken from SUCCESSFUL BIDDER'S stock, then in lieu of invoices, there shall be submitted to COUNTY statements accompanied by an affidavit of SUCCESSFUL BIDDER, certifying such materials were taken from its stock and the price and transportation claimed represent the actual cost to SUCCESSFUL BIDDER.
- C. It is understood and agreed that the transfer of title to and COUNTY'S payment of such stored or stockpiled material shall in no way relieve SUCCESSFUL BIDDER of its responsibility for furnishing and placing such materials in accordance with the requirements of the CONTRACT.

56. WARRANTY

- A. Unless otherwise provided elsewhere in the CONTRACT, all materials and equipment incorporated into any work covered by the CONTRACT shall be new, and where grade is not specified, shall be of the most suitable grade of their respective kinds for their intended use, and all workmanship shall be in accordance with construction practices acceptable to COUNTY. Unless otherwise provided in the CONTRACT, SUCCESSFUL BIDDER warrants all equipment, materials, and labor furnished or performed under this CONTRACT against defects in design, materials (unless furnished by COUNTY), and workmanship for a period of **twelve (12) months** (unless longer guarantees or warranties are provided for in the CONTRACT in which case the longer periods of time shall prevail) from the date of Substantial Completion, regardless of whether the same were furnished or performed by SUCCESSFUL BIDDER or by any of its subcontractors of any tier.
- Upon receipt of written notice from COUNTY of any defect in any such equipment, materials, or labor during the applicable warranty period, due to defective design, materials or workmanship, the affected item or parts thereof shall be redesigned, repaired or replaced by SUCCESSFUL BIDDER at a time acceptable to COUNTY.
- B. SUCCESSFUL BIDDER shall perform such tests as COUNTY may require verifying that such redesign, repairs and replacements comply with the requirements of this CONTRACT. All costs incidental to such redesign, repair, replacement and testing, including the removal of any barrier, necessary to gain access, shall be borne by SUCCESSFUL BIDDER.
- C. SUCCESSFUL BIDDER warrants such redesigned, repaired or replaced work against defective design, materials and workmanship for a period of twelve (12) months from and after date of acceptance thereof. Should SUCCESSFUL BIDDER fail to promptly make the necessary redesign, repair, replacement, and tests, COUNTY may perform or cause to be performed the same at SUCCESSFUL BIDDER'S expense. SUCCESSFUL BIDDER and its surety or sureties shall be liable for the satisfaction and full performance of the warranties as set forth herein.

57. PREVAILING WAGES

- A. SUCCESSFUL BIDDER and Subcontractors shall be bound by and comply with all federal, state and local laws with regard to minimum wages, overtime work, hiring and discrimination, including NRS 338.020 through 338.090.

SUCCESSFUL BIDDER shall ensure that all employees on the work are paid in accordance with the CURRENT PREVAILING WAGE RATES AS APPROVED BY THE STATE LABOR COMMISSIONER.

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SUCCESSFUL BIDDER is responsible to identify and use the correct prevailing wage rates, including any addenda, as well as all the forms needed to comply, as specified on the State of Nevada Labor Commissioner's web site: <http://www.laborcommissioner.com>, or by calling (702) 486-2795. Per NAC 338.040, after a CONTRACT has been awarded, the prevailing rates of wages in effect at the time of the opening of bids remains in effect for the duration of the project.

- B. In accordance with NRS 338.013.3, SUCCESSFUL BIDDER shall report to the Labor Commissioner and COUNTY the name and address of each subcontractor performing work on the project within ten (10) calendar days after the subcontractor commences work on the project and the identifying (PWP) number for the public work.
- C. In accordance with NRS 338.060 and 338.070, SUCCESSFUL BIDDER shall forfeit as a penalty to COUNTY, amounts specified in NRS 338.060, for each calendar day or portion thereof that each workman employed on COUNTY'S project is paid less than the designated rate for any work done under the CONTRACT by SUCCESSFUL BIDDER or any Subcontractor under it. If SUCCESSFUL BIDDER or any Subcontractor on the project fails to submit the certified payroll reports to COUNTY within **fifteen (15) calendar days** after the end of the month, SUCCESSFUL BIDDER shall forfeit as a penalty to COUNTY, amounts specified in NRS 338.060, for each calendar day or portion thereof for each workman employed on the project during the reporting period. The Labor Commissioner shall establish a sliding scale based on the size of SUCCESSFUL BIDDER'S business to determine the amount per worker per day to be imposed. Any Contractor or Subcontractor, or agent or representative thereof, performing work on the project, who neglects to comply with the prevailing wage, is guilty of a misdemeanor. If a penalty is imposed, in addition to any penalties allowed by NRS 338.060, SUCCESSFUL BIDDER shall reimburse COUNTY for all costs associated with wage complaint investigations for the project, including but not limited to, actual staff time, materials used, and attorney's fees.
- D. In accordance with NRS 338.070, SUCCESSFUL BIDDER and each Subcontractor shall keep or cause to be kept:
1. An accurate record showing for each worker employed by SUCCESSFUL BIDDER or Subcontractor;
 - a) The name of the worker;
 - b) The occupation of the worker;
 - c) If the worker has a driver's license or identification card, an indication of the state or other jurisdiction that issued the license or card; and
 - d) The actual per diem, wages, and benefits paid to the worker; and
 2. An additional accurate record showing for each worker employed by SUCCESSFUL BIDDER or Subcontractor who has a driver's license or identification card;
 - a) The name of the worker;
 - b) The driver's license or identification card number of the worker; and
 - c) The state or other jurisdiction that issued the license or card.

The records maintained pursuant to the requirements indicated above must be open at all reasonable hours to inspection by COUNTY. SUCCESSFUL BIDDER, and all Subcontractors, shall ensure that a copy of each record for each calendar month, together with a cumulative summary of the percentage of workers that hold a valid driver's license or identification card issued by the State of Nevada, is received by COUNTY no later than fifteen (15) calendar days after the end of the month.

The copy of the record maintained pursuant to paragraph one (1) of this section must be open to public inspection, as provided in NRS 239.010.

The copy of the record maintained pursuant to paragraph two (2) of this section is **confidential and not open to public inspection**. SUCCESSFUL BIDDER, or any Subcontractor or agent or representative thereof, doing work on the Project who neglects to comply with the terms of this provision is guilty of a misdemeanor.

A copy of the records of work performed on the Project by SUCCESSFUL BIDDER and each Subcontractor shall be submitted to COUNTY at the following address:

Clark County Government Center
Purchasing and Contracts Division, 4th Floor
Attn: Construction Compliance Officer
500 South Grand Central Parkway
P.O. Box 551217
Las Vegas, Nevada 89155-1217

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Attached are sample forms that may be used to document the above required information.

Two years after Project's final payment is made by COUNTY; the records in COUNTY'S possession may be destroyed.

- E. **SUCCESSFUL BIDDER shall comply with the requirements of NRS 338.020 and post in a generally visible place to the Workmen, the Nevada Prevailing Wage Rates and all addenda.**
- F. **Certified Payroll Reports:** Pursuant to NRS 338.070, on any public work contract awarded for more than \$100,000, SUCCESSFUL BIDDER and each Subcontractor are required to keep an accurate record showing the name, the occupation and the actual per diem, wages and benefits paid to each workman employed by it in connection with the public work.

Each contractor and every lower-tier subcontractor will be required to submit certified payrolls and other labor compliance documentation electronically at the discretion of and the manner specified by Clark County. Each contractor and subcontractor will be given a Log On identification and password to access the Clark County reporting system at www.LCPtracker.net. In the event that electronic reporting is not required for a project, SUCCESSFUL BIDDER will be notified after the award of the CONTRACT.

Use of the LCPtracker system may entail additional data entry of weekly payroll information including; employee identification, labor classification, total hours worked and hours worked on this project, wage and benefit rates paid, etc. SUCCESSFUL BIDDER'S payroll and accounting software might be capable of generating a 'comma delimited file' that will interface with the software.

This requirement will be 'flowed down' to every lower-tier subcontractor and supplier/vendor required to provide labor compliance documentation.

SUCCESSFUL BIDDER and each Subcontractor are required to submit a copy of the record for each calendar month to COUNTY no later than fifteen (15) calendar days after the end of the month for the purposes of public inspection. SUCCESSFUL BIDDER shall be responsible for coordinating the submittal of all the certified payroll reports for the project, including its reports and the reports of all the subcontractors who are performing work on the project. SUCCESSFUL BIDDER shall not withhold from a subcontractor the sums necessary to cover any penalties withheld from SUCCESSFUL BIDDER by the public body because SUCCESSFUL BIDDER failed to submit certified payroll reports within fifteen (15) calendar days after the end of the month if the Subcontractor provided certified payroll reports to SUCCESSFUL BIDDER within ten (10) calendar days after the end of the month or the date agreed upon by SUCCESSFUL BIDDER and Subcontractor. SUCCESSFUL BIDDER shall submit COUNTY'S copy of its certified payroll and the certified payroll of each of the subcontractors performing work on the project, utilizing LCPtracker or SUCCESSFUL BIDDER shall submit paper copies if notified.

Certified Payroll Reports will be available for public viewing. The Construction Compliance Officer may be contacted at (702) 455-5252 to view the reports.

58. COPELAND ANTI-KICK BACK ACT

SUCCESSFUL BIDDER shall comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 CFR Part 3). This act provides that each Contractor or Subcontractor shall be prohibited from inducing by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which it is otherwise entitled.

59. PREFERENTIAL EMPLOYMENT

All contractors shall comply with the preferential employment provisions of NRS 338.130 for public works contracts. This law requires that, when the qualifications of applicants are equal, that preference be given: First, to honorably discharged soldiers, sailors, and marines of the United States who are citizens of the State of Nevada; second, to other citizens of the State of Nevada. If the provisions of NRS 338.130 are not complied with by SUCCESSFUL BIDDER, this CONTRACT is void, and any failure or refusal to comply with any of the provisions of NRS 338.130 renders this CONTRACT void.

60. LABOR STRIFE

SUCCESSFUL BIDDER shall not cause or condone labor strife that may jeopardize the timely and efficient completion of public construction projects.

61. RESPONSIBILITY FOR WORK SECURITY

- A. SUCCESSFUL BIDDER shall at all times conduct all operations under the CONTRACT in a manner to avoid the risk of loss, theft, or damage by vandalism, sabotage or damage of other means to any property. SUCCESSFUL BIDDER shall promptly take all reasonable precautions which are necessary and adequate against any conditions which involve a risk of loss, theft or damage to its property, COUNTY'S property, and the work site.

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SUCCESSFUL BIDDER shall continuously inspect all its work, materials, equipment, and facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination, and correction of any such conditions.

- B. SUCCESSFUL BIDDER shall comply with all applicable laws and regulations. SUCCESSFUL BIDDER shall cooperate with COUNTY on all security matters and shall promptly comply with any project security requirements established by COUNTY. Such compliance with these security requirements shall not relieve SUCCESSFUL BIDDER of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner SUCCESSFUL BIDDER'S obligation to undertake reasonable action as required to establish and maintain secure conditions at the site.
- C. SUCCESSFUL BIDDER shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to COUNTY in a timely manner.

62. SUCCESSFUL BIDDER'S SITE RESPONSIBILITIES

- A. Unless otherwise specifically provided in the CONTRACT, SUCCESSFUL BIDDER shall not do any work that would disrupt or otherwise interfere with the operation of any pipeline, telephone, electric transmission line, ditch or other structure, nor enter upon lands in their natural state until approved by COUNTY. Before SUCCESSFUL BIDDER begins such work, it shall give due notice to COUNTY of its intention to start such work. SUCCESSFUL BIDDER shall not be entitled to any extension of time, or any extra compensation on account of any postponement, interference or delay caused by any such line, ditch or structure on or adjacent to the site of work.
- B. SUCCESSFUL BIDDER shall preserve and protect all cultivated and planted areas, and vegetation such as trees, plants, shrubs and grass on or adjacent to the premises, which, as determined by COUNTY, do not unreasonably interfere with the performance of its work through operation of equipment or stockpiling of materials. All costs in connection with any repairs or restoration necessary or required by reason of any such damage shall be borne by SUCCESSFUL BIDDER.
- C. COUNTY reserves the right to permit access to the site by other contractors if necessary. SUCCESSFUL BIDDER shall cooperate and coordinate with COUNTY as needed.

63. CONSTRUCTION SAFETY

Neither COUNTY nor its employees, agents, Architect/Engineer or construction management firm shall be responsible for safety on the project site, including but not limited to, providing or assuring a safe place for the performance of construction, methods of construction employed by any contractor, subcontractor, supplier or other entity, or their partners, officers, agents, employees or volunteers or access, visits, use work, travel or occupancy by any person.

A. General

- 1. SUCCESSFUL BIDDER shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. SUCCESSFUL BIDDER shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.
- 2. In an emergency affecting the safety of life or of the work or of adjoining property, SUCCESSFUL BIDDER shall follow the instructions of COUNTY or Consulting Architect or Engineer and, in the absence of such instruction, shall act at its discretion to prevent such threatened loss or injury.

B. Protection of Persons

- 1. SUCCESSFUL BIDDER shall take all reasonable precautions for the safety of all employees on the work and all other persons who may be affected thereby. SUCCESSFUL BIDDER shall designate a responsible member of its organization at the Project site whose duty shall be prevention of accidents.
- 2. Except as otherwise stated in the CONTRACT Documents, if SUCCESSFUL BIDDER encounters on the Project site material reasonably believed to be asbestos, lead, or polychlorinated biphenyl (PCB), SUCCESSFUL BIDDER shall immediately stop work in the area affected and give notice to COUNTY and any other appropriate entity of the condition. Work in the affected area shall not be resumed without written direction by COUNTY.

64. FIRE PREVENTION

- 1. SUCCESSFUL BIDDER shall comply with all Federal, State, and local laws and regulations pertaining to burning, fire prevention, and control within or adjacent to the project. Necessary precautions to avoid and eliminate fire hazards shall be the responsibility of SUCCESSFUL BIDDER.
- 2. All tarpaulins used for any purpose during construction of any work shall be made of material resistant to fire, water, and weather and shall bear UL labels. Lighting of any fires on premises is strictly forbidden.

3. SUCCESSFUL BIDDER shall provide portable fire extinguishers compatible with the hazard of each work area and shall instruct its personnel in their location and use. Wherever welding and burning are conducted, inflammable materials shall be protected and a fire watch shall be provided by SUCCESSFUL BIDDER to be present during the burning and welding operation to ensure that protective measures are taken and no fires result from such operation. The fire watch shall have fire extinguisher equipment readily available and must be knowledgeable regarding proper use.

65. USE OF COMPLETED PORTIONS OF WORK

- A. Whenever, as determined by COUNTY, any portion of work performed by SUCCESSFUL BIDDER is in a condition suitable for use, COUNTY may initiate a certificate of substantial completion for that portion and take possession of, or use such portion.
- B. Such use by COUNTY shall in no case be construed as constituting final acceptance, and shall neither relieve SUCCESSFUL BIDDER of any of its responsibilities under the CONTRACT, nor act as a waiver by COUNTY of any of the conditions thereof, provided that SUCCESSFUL BIDDER shall not be liable for the cost of repairs, rework or renewals which may be required due to ordinary wear and tear resulting from such use. However, if such use increases the cost, or delays the completion of remaining portions of work, SUCCESSFUL BIDDER shall be entitled to an equitable adjustment mutually agreed upon prior to COUNTY taking possession.
- C. If, as a result of SUCCESSFUL BIDDER'S failure to comply with the provisions of the CONTRACT, such use proves to be unsatisfactory to COUNTY, COUNTY shall have the right to continue such use until such portion of work can, without injury to COUNTY, be taken out of service for correction of defects, errors, omissions, or replacement of unsatisfactory materials or equipment, as necessary for such work to comply with CONTRACT; provided that the period of such operation or use pending completion of appropriate remedial action shall not exceed twelve (12) months, unless otherwise mutually agreed upon in writing between the parties.
- D. SUCCESSFUL BIDDER shall not use any permanently installed equipment unless such use is approved by COUNTY in writing. Where SUCCESSFUL BIDDER'S written request is granted for the use of certain equipment, SUCCESSFUL BIDDER shall properly use and maintain, and upon completion of its use, and at its expense, recondition such equipment to the satisfaction of COUNTY.
- E. If COUNTY furnished an operator for such equipment, such operator's services shall be performed under the complete direction and control of SUCCESSFUL BIDDER and shall be considered SUCCESSFUL BIDDER'S employee for all purposes other than the payment of such operator's wages, workers' compensation or other benefits paid directly or indirectly by COUNTY.
- F. Use of completed portions of off-site improvements shall be done in accordance with Section 107 of the Uniform Standard Specifications for Public Works Construction, Off-Site Improvements, Clark County Area, Nevada, Third Edition, and revisions thereto.

66. RECORD DRAWINGS AND SPECIFICATIONS

- A. Progress Records: During construction, SUCCESSFUL BIDDER shall keep a marked-up, up-to-date set of drawings showing as-built conditions on the site as an accurate record of all deviations between work as shown and work as installed.
- B. Final Records: When specified or required upon completion of work, SUCCESSFUL BIDDER shall furnish to COUNTY a complete set of marked-up as-builts with "RECORD" clearly printed on each sheet. COUNTY, at its expense, will furnish SUCCESSFUL BIDDER with drawings for mark-up by SUCCESSFUL BIDDER. SUCCESSFUL BIDDER shall accurately and neatly transfer all deviations from progress as-builts, to final as-builts.

67. TESTING, INSPECTIONS, AND FINAL ACCEPTANCE

- A. When SUCCESSFUL BIDDER considers that all work under the CONTRACT is complete, SUCCESSFUL BIDDER shall inform COUNTY in writing. When the results of inspection and testing satisfy COUNTY that all work under the CONTRACT is completed and in accordance with the requirements of this CONTRACT, COUNTY shall initiate the Notice of Completion process.
- B. The date of final acceptance of the project shall be the date upon which COUNTY accepts and issues a Notice of Completion for the project.
- C. All warranties, guarantees and other applicable requirements designated in the CONTRACT documents shall commence on the date of final acceptance of the work by COUNTY as defined herein except that COUNTY, upon written request, may approve earlier commencement dates for system, equipment, or other specific items of work.

68. BONDS

- A. When requested by COUNTY, SUCCESSFUL BIDDER shall furnish the following bonds covering the faithful performance of the work. Bonds may be secured through SUCCESSFUL BIDDER'S usual sources, provided that the surety is authorized and licensed to do business in the State of Nevada. All bonds specified shall indicate the State of Nevada Insurance Division license number, the surety company name, address, telephone number, and include the appointed agent of record who issued the bond. Surety Bonds issued by an individual are not acceptable to Clark County.
- B. At COUNTY'S request and prior to the commencement of the work, SUCCESSFUL BIDDER shall furnish contract bonds to the Purchasing and Contracts Division as follows:
1. Labor and Material Payment Bond in the amount of 100% of the price of the work to be performed.
 2. Performance Bond in the amount of 100% of the price of the work to be performed.
 3. Guaranty Bond in the amount of 100% of the price of the work to be performed. The Guaranty Bond will go into effect from the date of Notice of Substantial Completion.

SUCCESSFUL BIDDER shall submit its required bonds utilizing COUNTY'S Bond forms.

- C. Form of Bonds
1. The bonds referred to herein **shall be written on the Performance Bond, Labor and Material Payment Bond, and Guaranty Bond forms provided by COUNTY.**
 2. SUCCESSFUL BIDDER shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney.
 3. **Any Performance Bond, Labor and Material Payment Bond, or Guaranty Bond prepared by an appointed agent must provide their license number and the issuing state.**
 4. The bonds specified in this section must be issued by a certified surety which is listed in the Department of the Treasury, Fiscal Service, (Department Circular 570; Current Revision) companies holding certificates of authority as acceptable sureties on Federal Bonds and as acceptable reinsuring companies.

IV – SERVICE SPECIFICATIONS

BID NO. 603474-14

ANNAUL REQUIREMENTS CONTRACT FOR FULL-COVERAGE MAINTENANCE SERVICES FOR ELEVATORS AND ESCALATORS LOCATED ON PEDESTRIAN BRIDGES

Name of Firm

SERVICE SPECIFICATIONS – MECHANICAL MAINTENANCE (LOT 1)

1. SUCCESSFUL BIDDER'S DUTIES:

This CONTRACT shall provide for a qualified SUCCESSFUL BIDDER to furnish a Full-Coverage Maintenance program covering all costs, parts, labor, shipping, inventory, and other costs associated with a Full-Coverage Maintenance Program for elevators and escalators located on the pedestrian bridges at the intersections of Spring Mountain Road / Sands Avenue and Las Vegas Boulevard South, Flamingo Road and Las Vegas Boulevard South and Harmon Avenue and Las Vegas Boulevard South. The work to be performed by SUCCESSFUL BIDDER under this Contract shall consist of furnishing all materials, labor, tools, equipment, fees and incidentals necessary to provide for the complete Full-Coverage Maintenance Program on the facilities specified herein.

SUCCESSFUL BIDDER is advised that the elevators and escalators associated with the pedestrian bridges at the intersection of Tropicana Avenue and Las Vegas Boulevard South may be turned over to COUNTY for maintenance at any time during the term of this CONTRACT. Prior to turnover and COUNTY acceptance, SUCCESSFUL BIDDER shall perform an inspection of all elevators and escalators located at Tropicana Avenue and Las Vegas Boulevard South pedestrian bridges and provide COUNTY with a written report of any deficiencies found within fourteen (14) calendar days. Inspection shall be considered additional work and SUCCESSFUL BIDDER shall submit a not to exceed quote for the labor involved in accordance with the pricing matrix of Lot 2.

SUCCESSFUL BIDDER is not responsible for the following under Full-Coverage:

- A. Repairs required because of vandalism, accident or misuse of the equipment by anyone other than SUCCESSFUL BIDDER, their employees, subcontractors, or agents, or other causes beyond SUCCESSFUL BIDDER's control as determined by COUNTY, unless otherwise specified herein. Parts availability is considered to be within SUCCESSFUL BIDDER'S control.
- B. Repair or replacement of building items such as hoist way or machine room walls and floors, hoist way entrance frames, doors and sills, communication equipment, signal fixture faceplates, underground hydraulic piping (unless related to pressure testing) and buried jack cylinders;
- C. Mainline and auxiliary disconnect switches and fuses and feeders to control panels.
- D. External telephone line and electrical repair to the Heating, Ventilation and Air Conditioning systems.
- E. COUNTY requested change out of escalator steps for vandalism and/or aesthetic purposes.

For any items listed above, where SUCCESSFUL BIDDER is not responsible for the repair or replacement, SUCCESSFUL BIDDER shall notify COUNTY immediately of the discovery. **In instances where the threat to safety may exist, SUCCESSFUL BIDDER shall render the vertical transportation equipment non-operable and notify COUNTY immediately.** COUNTY may request a not to exceed estimate for labor and material costs for these repairs from SUCCESSFUL BIDDER. The not to exceed estimate for labor and material shall be based on the pricing matrix of Lot 2. SUCCESSFUL BIDDER shall not proceed with any repairs where a quote has been submitted without prior written authorization from COUNTY. Notwithstanding the above authorization, when a condition exists wherein there is imminent danger of injury to the public, damage to property or other similar condition as determined by the Project Administrator, the Project Administrator may verbally authorize work to be performed. Upon receiving a verbal authorization, SUCCESSFUL BIDDER shall submit a written estimate for labor and material costs.

2. PROJECT LOCATIONS:

These facilities are shown in Exhibit "A" pages A-1 (Spring Mountain Map), A-2 (Flamingo Map) and A-3 (Harmon Map). Additional equipment information is shown in the Bid Form.

- A. **SPRING MOUNTAIN ROAD** - twelve (12) escalators, six (6) hydraulic elevators and related facilities located at the intersection of Las Vegas Boulevard South and Spring Mountain Road in Las Vegas, Nevada, more specifically as follows:

SPRING MOUNTAIN					
LOCATION	QUANTITY	ITEM	MANUFACTURER	ESC #/DIRECTION	ELEVATOR PHONE
TOWER 1	2	Reversible Escalator	Kone	1 Up 2 Down	702-369-5666
P1	1	Elevator	Kone		
TOWER 2	2	Reversible Escalator	Kone	3 Down 4 Up	702-369-5701
P2	1	Elevator	Kone		
TOWER 3	2	Reversible Escalator	Kone	5 Down 6 Up	702-791-6991
P3	1	Elevator	Kone		
TOWER 4	2	Reversible Escalator	Kone	7 Up 8 Down	702-791-6978
P4	1	Elevator	Kone		
TOWER 5	2	Reversible Escalator	Kone	9 Down 10 Up	702-732-2826
P5	1	Elevator	Kone		
TOWER 6	2	Reversible Escalator	Kone	11 Down 12 Up	702-732-1183
P6	1	Elevator	Kone		

- B. **FLAMINGO ROAD** - twelve (12) escalators, six (6) hydraulic elevators and related facilities located at the intersection of Las Vegas Boulevard South and Flamingo Road in Las Vegas, Nevada, more specifically as follows:

FLAMINGO					
LOCATION	QUANTITY	ITEM	MANUFACTURER	ESC #/DIRECTION	ELEVATOR PHONE
TOWER 1	2	Reversible Escalator	Schindler	9 Up 10 Down	702-735-8417
P1	1	Elevator	Schindler		
TOWER 2	2	Reversible Escalator	Schindler	11 Down 12 Up	702-735-8416
P2	1	Elevator	Schindler		
TOWER 3	2	Reversible Escalator	Thyssen Dover	1 Down 2 Up	702-735-1579
P3	1	Elevator	Thyssen Dover		
TOWER 4	2	Reversible Escalator	Thyssen Dover	3 Down 4 Up	702-735-1604
P4	1	Elevator	Thyssen Dover		
TOWER 5	2	Reversible Escalator	Thyssen Dover	5 Down 6 Up	702-735-1622
P5	1	Elevator	Thyssen Dover		
TOWER 6	2	Reversible Escalator	Thyssen Dover	7 Down 8 Up	702-735-1588
P6	1	Elevator	Thyssen Dover		

- C. **HARMON AVENUE** - four (4) escalators, one (1) hydraulic elevators and related facilities located at the intersection of Las Vegas Boulevard South and Harmon Avenue in Las Vegas, Nevada, more specifically as follows:

HARMON					
LOCATION	QUANTITY	ITEM	MANUFACTURER	ESC #/DIRECTION	ELEVATOR PHONE
TOWER 1	2	Reversible Escalator	Schindler	1 Up 2 Down	NA
TOWER 2	2	Reversible Escalator	ThyssenKrupp	3 Down 4 Up	702-891-0347
P2	1	Elevator	ThyssenKrupp		

3. Any work not specifically mentioned but which is needed to make the maintenance complete within the intent of this Contract shall be incorporated herein by this reference and performed at no additional cost to COUNTY.
4. SUCCESSFUL BIDDER shall perform, coordinate and complete the requirements of the Contract in cooperation with any other contractors or trades then doing any work on the property, promptly, diligently, and in a good workmanlike manner to the full and complete satisfaction and acceptance of COUNTY. SUCCESSFUL BIDDER shall perform the requirements of the Contract in a manner that will not impede or obstruct the ongoing business activities of any tenants of any Property, or any work on Spring Mountain Road, Flamingo Road, Harmon Avenue or the Las Vegas Boulevard South roadways.
5. SUCCESSFUL BIDDER shall guarantee that a member of their supervisory personnel regularly engaged in inspection and supervision will visit each elevator and escalator at least quarterly to observe the quality of maintenance and to make certain that the quality of maintenance meets the specified and intended standards. SUCCESSFUL BIDDER shall schedule each visit with COUNTY so that COUNTY may accompany him. A quarterly "punch list" shall be created by the Supervisor based upon his observations and those of COUNTY. This "punch list" shall identify corrective work items to be completed by SUCCESSFUL BIDDER, at SUCCESSFUL BIDDER'S expense and within fourteen (14) calendar days.
6. SUCCESSFUL BIDDER agrees that they are capable of maintaining this equipment to its original design capabilities based on the equipment condition as surveyed and all the technical information available at time of award of this Contract.
7. SUCCESSFUL BIDDER shall provide qualified mechanics for servicing of equipment. Time expended on service shall consist of examination, minor adjustment, cleaning, lubricating the equipment and resetting elevator/escalator faults as described below under CONDITIONS OF SERVICE. All lubrication frequencies and types of lubricants shall meet each manufacturer's specifications. Any repairs or replacement of equipment serviced must be approved by COUNTY prior to commencement of repair or replacement work.

The mechanic(s) shall be required to complete an entry on a service log (routine or otherwise) for every visit to the site. The service log (Exhibit B) shall be maintained at the facility it is applicable to until required to be submitted to COUNTY. Failure to accurately maintain the service log and/or failure to complete items of work required on log checklist(s) will result in the assessment of Liquidated Damages of **\$250.00 for each item / per each checklist (each elevator or escalator has its' own checklist) / per each month** an item is missed or misrepresented on the log.
8. SUCCESSFUL BIDDER shall notify COUNTY if hydraulic fluid is added to the tank due to an unaccountable loss of fluid. SUCCESSFUL BIDDER shall also make COUNTY aware of the implication of possible underground leaking. SUCCESSFUL BIDDER shall provide to COUNTY in writing a complete description of the procedure for individually testing the integrity of the cylinder and underground to/from oil line if applicable.
9. ADDITIONAL DUTIES:

SUCCESSFUL BIDDER is advised that proper function of pedestrian bridge systems beyond the scope of their maintenance work is integral to the performance of the systems being maintained. Therefore, SUCCESSFUL BIDDER is responsible for appropriate use and care of the following as part of the overall Contract.
 - A. Power supply feeders, switches and fuses.
 - B. Repair or replacement of products of combustion detectors for fire recall and inspections or replacements of fire extinguishers.
 - C. Car enclosure finishes; glazing; lighting; hoist way enclosures; hoist way door panels, frames, and anti-graffiti glass film replacement at COUNTY'S request.
 - D. New attachments as may be recommended or directed by insurance companies or by federal, state, municipal or other governmental authorities.
 - E. Buried cylinders
 - F. Escalator balustrades and decking.
 - G. Escalator balustrade glazing and handrail lighting to include fiber optic lighting.

- H. Utility service including electrical, water and telephone.

Tasks required, as a minimum, to be performed in each thirty (30) day period of routine maintenance are listed in the monthly logs provided in Exhibit B pages B-1 through B-4.

10. SCHEDULES AND RECORDS:

- A. SUCCESSFUL BIDDER shall provide and maintain an anticipated Monthly Work Schedule, a written Maintenance Control Program (MCP) and Maintenance Records for each machine room. The MCP and Maintenance Records shall be in accordance with the latest edition of the American Society of Mechanical Engineers A17.1, Safety Code for Elevators and Escalators.
- B. These Monthly Work Schedules and MCP shall be designed for each type of equipment to be serviced and shall conform to each manufacturer's recommended practice for the particular equipment concerned. They shall show the kind and frequency of service and lubrication proposed by SUCCESSFUL BIDDER for the duration of the Contract. Service tickets shall be e-mailed. Failure to provide service tickets will result non-payment of the service tickets.
- C. All inspections, lubrication, adjustments, tests, cleaning, routine repairing and other preventative maintenance activities shall be performed in accordance with the schedules and MCP submitted by SUCCESSFUL BIDDER.
- D. Schedules posted shall be of the Gantt chart type, or approved equal, which shall be initialed and dated by the serviceman when each scheduled inspection is performed.
- E. As part of the MCP, Maintenance Records shall be maintained. Maintenance Records include, but are not limited to a Preventative and Routine Maintenance Log, Call Back, Emergency and Repair Log and a Special Tests Log. Logs shall be completed for each elevator and/or escalator as part of SUCCESSFUL BIDDER'S MCP. SUCCESSFUL BIDDER shall maintain the Monthly Work Schedule, MCP and Maintenance Records in the equipment room of its respective facility at all times. These Logs will remain the property of COUNTY. SUCCESSFUL BIDDER'S servicemen and supervisor shall use the Maintenance Records to log in and out of each facility on each and every visit. This includes, but is not limited to, routine maintenance, trouble calls, repairs and supervisor's visits. The Maintenance Records shall be submitted with the monthly invoicing.

SUCCESSFUL BIDDER shall maintain on the premises, in the equipment room, a three-ring binder or similar device supplied by SUCCESSFUL BIDDER for keeping all Maintenance Records. This binder and the Maintenance Records shall be a written history of all inspections, incidents, adjustments, start-up and shutdown services performed and all repairs made. This documentation will be the property of COUNTY, open to inspection at any time. Failure to comply with this Section may result in termination of this CONTRACT.

- F. All forms required for the above monthly schedules, MCP and Maintenance Records must be approved by COUNTY prior to use.

COUNTY may choose to modify SUCCESSFUL BIDDER'S anticipated Monthly Work Schedule, in the event COUNTY feels that repairs, unscheduled or otherwise, can be performed by the minimum normally scheduled personnel. Due to this modification, COUNTY may choose to defer the normally scheduled monthly preventive maintenance to another normally scheduled shift and/or to the following month at no additional cost. If the repairs are required because of vandalism, accident or misuse, COUNTY will cover the cost of parts and material needed. However, labor will be considered incidental. SUCCESSFUL BIDDER would be required to provide updated Monthly Work Schedules and include all work and reason for the modification on the weekly reports.

11. PERSONNEL:

- A. SUCCESSFUL BIDDER'S service personnel shall maintain a professional appearance and conduct themselves professionally at all times.
- B. SUCCESSFUL BIDDER shall provide a minimum of two (2) journeyman level mechanics to perform scheduled preventative maintenance during the hours of 6:00 a.m. to 2:30 p.m., Monday through Friday, excluding holidays. Refer to table below. All Work performed shall be in accordance with the specifications set forth herein or as otherwise approved by COUNTY.
- C. In addition, SUCCESSFUL BIDDER shall provide a minimum of one (1) journeyman level mechanic from 2:30 p.m. to 11:00 p.m., Friday through Tuesday, including legal holidays. Refer to table below.

No scheduled preventative maintenance service shall be performed during this shift that requires equipment to be taken out of service, unless monthly preventive maintenance service has been deferred to the swing shift mechanic due to a COUNTY requested schedule modification as described in SCHEDULES AND RECORDS above.

NORMALLY SCHEDULED SHIFTS							
Minimum Personnel	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
DAY SHIFT							
Two (2) Journeyman Level Mechanics 6:00 a.m. to 2:30 p.m.		X	X	X	X	X	
SWING SHIFT							
One (1) Journeyman Level Mechanic 2:30 p.m. to 11:00 p.m.	X	X	X			X	X

- D. SUCCESSFUL BIDDER agrees that all services shall be performed by trained maintenance and repair personnel, directly employed and supervised by SUCCESSFUL BIDDER. All work shall be performed by journeyman level mechanics as a minimum. Helpers may not work alone but may assist the mechanics as needed. In the event that COUNTY becomes dissatisfied with the performance of any persons assigned to perform the services under this CONTRACT, SUCCESSFUL BIDDER agrees upon request from COUNTY, to immediately assign other qualified personnel to perform these services.
- E. SUCCESSFUL BIDDER agrees that all work shall be performed by skilled, experienced, elevator and escalator service examiners, service adjusters, and repairmen directly employed by SUCCESSFUL BIDDER. Any and all employees performing work under this CONTRACT shall be satisfactory to COUNTY.
- F. SUCCESSFUL BIDDER's service personnel shall wear uniforms which bear SUCCESSFUL BIDDER'S name or other appropriate symbol which identifies them as employees of SUCCESSFUL BIDDER and such uniforms shall be clean and in good condition.
- G. SUCCESSFUL BIDDER shall have a service representative for consultation and service recommendations to respond within two (2) hours, available 24 hours per day, 7 days per week. Failure to comply with this section may result in termination of this CONTRACT.

12. CONDITIONS OF SERVICE:

SUCCESSFUL BIDDER is responsible for responding to elevator entrapments and correcting escalator and elevator faults at no additional cost during normal working hours. Normal working hours for this work are defined as Monday through Friday 6:00 a.m. to 2:30 p.m. excluding holidays and Friday through Tuesday 2:30 p.m. to 11:00 p.m. including holidays. Escalator and elevator faults include, but are not limited to, handrail stall faults; comb impact faults; emergency stop faults; key not returned to center faults; operational stop faults; handrail speed faults, re-level faults.

SUCCESSFUL BIDDER at a minimum is required to post advance warning signs at the two nearest elevators to alert the Public when an elevator is out of service for maintenance or repair service. This work shall be performed at no additional cost to COUNTY.

Any manufacturer specific service tools, software or technical support required to perform maintenance, repair and troubleshooting on a competitors equipment shall be the responsibility of SUCCESSFUL BIDDER to provide at no additional cost to COUNTY. If SUCCESSFUL BIDDER is unable to provide specific service tools and/or software form another manufacturer due to proprietary issues, COUNTY will purchase, if SUCCESSFUL BIDDER can provide documentation that they are unable to purchase from the competitor. Any purchases made by COUNTY, remain COUNTY property.

SUCCESSFUL BIDDER is advised that the escalators are outdoors, uncovered and susceptible to in climate weather and they shall maintain all elevators and escalators, in good operating condition in accordance with each manufacturer's specifications; and should conditions warrant, SUCCESSFUL BIDDER shall repair or replace components of the elevators and escalators, including without limitation and at no additional cost to COUNTY the following:

All work shall be included in the anticipated monthly work schedule and weekly reports.

Elevators:

- A. Controller, elector and dispatching equipment, all relays, solid state components, resistors, condensers, transformers, contacts, contactors, leads, dashpots, timing devices computer devices, emergency battery lowering devices and emergency elevator phones.
- B. Guide rails and brackets, top and bottom limit switches, guide shoes including gibs. SUCCESSFUL BIDDER is not responsible for alignment when affected by building compression or shifting hoist way enclosures.

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- C. All light fixtures, lenses and lamps which are mounted on or in the elevator unit.
- D. Hoist way door interlocks, hoist way door hangers, bottom door guides and auxiliary door closing devices. Automatic power operated door operator, car door handler, car door contact, door protective devices, car frame, platform, platform sub-flooring, elevator controller air conditioning/ventilation if equipped, signal and operating fixtures including lights, buzzers and gongs.
- E. Repair or replace conductor cables and hoist way and machine room elevator wiring.
- F. SUCCESSFUL BIDDER shall check the condition and operation of door protective devices on each elevator car at every visit and, if they are inoperative, shall repair them within one business day. If, in SUCCESSFUL BIDDER'S opinion, the door protection devices are not maintainable, SUCCESSFUL BIDDER shall replace them with similar devices at no cost to COUNTY.
- G. Complete pumping plant, motor, valves, valve components, underground hydraulic piping (if related to pressure testing), exposed hydraulic piping, fittings, piston (unless damaged by cylinder failure), packing, tank, heaters, coolers, mufflers and filters.
- H. If flexible hose and fitting assemblies are used, they shall be changed as required by American Society of Mechanical Engineers (ASME) A17.1 Code or sooner if necessary.
- I. Furnish all oil, lubricants, packing and other materials required.
- J. Perform inspections, make corrections and respond to discrepancies identified by the local elevator enforcing authorities and/or COUNTY.
- K. Provide permits from local elevator and building enforcing authorities when required.
- L. SUCCESSFUL BIDDER shall perform cleaning of the elevator hoist way both interior and exterior including glass, frames and doors, and the entire exterior of the elevator car including glass, frames, doors and shrouds a minimum of quarterly. Glass, frames and doors shall be cleaned to a sparkling condition and free of any streaks or residue after cleaning. SUCCESSFUL BIDDER shall provide a detailed written cleaning procedure to COUNTY prior to performing hoist way glass cleaning.

Escalators:

- A. Handrails, machine, brake, brake coils and brake components, sprockets, gears, drive system, handrail and step chains, chain and step rollers and bearings, comb-plates, step treads, tracks, all bearings for sprockets & bull gears, sheaves, newel wheels, contacts, contactors, coils, all skirt and internal safety switches, bull gears, bull gear puffers, brush guards, handrail guides and guards.
- B. Materials and services covered by Escalators as applicable.
- C. All light fixtures, lenses and lamps which are mounted on or in the escalator unit.
- D. Escalator comb plates shall be replaced when worn, damaged or missing one tooth or more.
- E. All escalator handrails shall be removed, and the handrails, guides and rollers shall be thoroughly cleaned monthly during the term of this Contract.
- F. Within six (6) months of the end of the initial CONTRACT term, SUCCESSFUL BIDDER shall provide a thorough inspection, cleaning, adjusting and, if necessary, repair of each complete escalator unit.
- G. SUCCESSFUL BIDDER shall perform cleaning of all escalator steps treads and risers every six (6) months to the satisfaction of COUNTY. COUNTY shall be notified by SUCCESSFUL BIDDER of the schedule for cleaning. SUCCESSFUL BIDDER shall also provide a method of cleaning the steps. Preferred method is by mechanical means. Method and equipment to be approved by COUNTY.
- H. Within the first six (6) months after award and annually thereafter, at a minimum, all escalators shall have a "Clean Down" performed once every twelve (12) months. The Clean down shall include the following at a minimum and to the satisfaction of COUNTY; cleaning of the truss and all internal components, all steps shall be removed, cleaned, inspected for damage and/or cracks. If damage and/or cracks are discovered, COUNTY shall be notified immediately. All step rollers and bearings shall inspected to assure they are in good operating condition. If rollers and bearings are found to be damaged or in poor condition, they shall be replaced at no additional cost to COUNTY.
- I. Perform inspections, make corrections and respond to discrepancies identified by the local escalator enforcing authorities and/or COUNTY.
- J. Provide permits from local escalator and building enforcing authorities when required.

13. PERFORMANCE:

Basic Performance Requirements: Elevators and escalators shall be adjusted to meet the following basic performance standards and shall maintain these standards for the life of the Contract.

Elevators:

- A. Starting, acceleration, traveling, stopping and leveling shall be smooth and free from jars or bumps.
- B. Full speed riding shall be without swaying or vibration.
- C. Elevator and door operation shall be quiet and smooth without jerking or slamming.
- D. Stop made upon operation of emergency stop switch shall be more rapid than a routine stop but not violent.
- E. Door pressure shall be maintained in accordance with code requirements.
- F. Maintain accuracy leveling of +/- 1/2" for hydraulic elevators under all loading conditions.
- G. Floor-to-Floor Times: 11.0 to 14.0 seconds
- H. Door Open Times: 1.7 to 2.0 seconds
- I. Door Standing Times: 5.0 to 7.0 seconds
- J. Door Close Times: Minimum without exceeding kinetic energy and closing force allowed by Code.

Escalators:

- A. Maintain smooth quiet operation at COUNTY directed speeds without bumps, jars or vibrations, clicking, scraping and any other sounds beyond the normal performance of the escalators.
- B. Handrails shall operate at the same speed as steps.
- C. Step alignment for all escalators shall be maintained to squarely engage the comb-plates and cleated risers to prevent excessive wear and noise.
- D. Maintain code clearances between step and skirt panel.

14. SPECIAL TESTS:

- A. Elevators provided with fire service, emergency battery lowering or other special circuitry shall be checked once monthly to make certain that these devices are operating correctly and as designed. COUNTY and SUCCESSFUL BIDDER shall arrange for mutually acceptable dates to perform the tests. These tests may be performed after normal business hours at no additional cost to COUNTY.
- B. Elevators shall have a full load hydraulic test performed at least once during the term of this Contract or more often if required by applicable law, ordinance or regulation and at the date agreed upon with COUNTY. The report shall conform to the requirements of the State of Nevada with the test witnessed by COUNTY. These tests may be performed after normal business hours at no additional cost to COUNTY.
- C. Escalators shall have upper and lower comb impact device testing performed quarterly at a minimum.
- D. SUCCESSFUL BIDDER shall complete a **SPECIAL TESTS LOG** form for each unit describing the tests and results. SUCCESSFUL BIDDER shall maintain the signed log in the facility at all times. This form will also describe any malfunctions along with any corrective action taken.

15. HOUSEKEEPING:

- A. Within the first three (3) months after award and quarterly thereafter, at a minimum, SUCCESSFUL BIDDER shall thoroughly clean all elevator hoist ways, pits, car tops, controller interiors including filters and machine rooms. In addition, during the same period of time, all car and hoist way door tracks, hangers, interlocks and closers shall be cleaned, lubricated and adjusted.
- B. Additionally, SUCCESSFUL BIDDER shall, within the first three (3) months after award and quarterly thereafter, at a minimum, thoroughly clean all escalator and elevator sump pits. SUCCESSFUL BIDDER shall also be responsible to inspect sump pumps, pump floats and float switches, make minor adjustments as necessary, and report any malfunctions or items in need of repair to COUNTY's attention immediately following his inspections.
- C. At a minimum of every six (6) months SUCCESSFUL BIDDER shall "water" test each sump pump system and Log on the SPECIAL TESTS LOG. SUCCESSFUL BIDDER is required to reclaim all water used for the test and disposed of in accordance with all applicable rules and laws.

The water, contaminated or otherwise, MAY NOT be released into the curb and gutter, nor be allowed to enter any storm water facilities.

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- D. The exterior of the machinery and any other parts of the equipment subject to rust shall be properly painted and presentable at all times. SUCCESSFUL BIDDER shall keep the elevator machinery rooms clean and floors painted. SUCCESSFUL BIDDER shall also clean and repair damages in the elevator hoist ways and finish by painting the hoist ways.
- E. All debris such as wiping rags, empty oil cans, trash from pits, etc., resulting from this work shall be promptly removed by SUCCESSFUL BIDDER.

16. ESCALATOR FINAL:

- A. All safety switches/circuits shall be tested and, if necessary, adjusted for proper operation. The units shall be completely lubricated and all oil levels shall be checked and brought up to their proper levels.
- A final punch list shall be generated by successful bidder after a final walk through with COUNTY.
- B. The brakes shall be tested with full load or calibrated wrench and, if necessary, adjusted for proper stopping distance by ASME A17.1 Code. A Conditions and Test Evaluation Report shall be provided to COUNTY detailing the condition, test results and corrections made to the equipment.

17. STOCK OF MATERIALS:

- A. SUCCESSFUL BIDDER shall keep in each machine room an adequate supply of parts including, but not limited to escalator bull ring puffers, contacts, contactors, switch parts, coils, conductors, springs, holders, resistors, relays, lamps, condensers, tubes, transformers, car and hall buttons, fuses, escalator step, chain rollers, comb-plates, brake pads, lamps and lenses and other parts which are required for prompt replacement.

Parts shall be on hand to assure replacement within twenty-four (24) hours. In addition, an adequate supply of lubricants and wiping rags' shall be onsite. All supplies shall be stored in metal cabinets or shelves. SUCCESSFUL BIDDER shall use closed metal containers for oily rags.

SUCCESSFUL BIDDER shall keep an adequate supply of oil absorbent material product in each elevator machine room, and replace as necessary.

- B. In addition, without any additional cost to COUNTY, SUCCESSFUL BIDDER shall keep on the premises or in a warehouse within thirty (30) miles of the project, or reasonably obtainable within twenty-four (24) hours:
- One door operator motor of each type used
 - Hanger sheaves for car and hoist way doors
 - Two complete door interlocks
 - One set of brake linings for each type of brake
 - Parts for door protective devices.
 - Power supplies.
 - Coils, relays, motor brushes and all other parts as needed to assure prompt replacement in the event of the shutdown of any elevator.
 - One spare control board of each type installed.
 - Cylinder head packing and pump motor belts.
 - One brake sensor switch per type of unit.
- C. COUNTY has an inventory of escalator steps that will be made available for SUCCESSFUL BIDDER to use on an as needed basis. SUCCESSFUL BIDDER shall be responsible to replace steps used back into COUNTY inventory.

18. WIRING DIAGRAMS:

A complete set of all wiring diagrams for the elevator and escalator systems covered under this Contract shall be maintained in their respective machine rooms. All changes in circuitry made by SUCCESSFUL BIDDER shall be properly recorded on COUNTY'S and machine room copies of diagrams including date of change and name of person making the change. The wiring diagrams are the property of COUNTY and are to remain in their respective machine room.

19. PERFORMANCE GUARANTEE:

- A. If an elevator or escalator is out of service for longer than twenty-four (24) hours for non-scheduled repair, liquidated damages in the amount of \$1,000.00 will be deducted from SUCCESSFUL BIDDER'S next monthly billing for EACH DAY OR PORTION THEREOF THAT EACH UNIT IS OUT OF SERVICE BEYOND TWENTY FOUR (24) HOURS. All repairs shall be pre-scheduled in writing.

ARC for Full-Coverage Maintenance Services for Elevators and Escalators Located on Pedestrian Bridges

This provision does not apply if the reason for which the elevator or escalator must remain out of service for longer than twenty-four (24) hours is outside SUCCESSFUL BIDDER'S control, upon the sole discretion of COUNTY. This sum shall be considered as reimbursement, in part, to COUNTY for the loss of the use of the items agreed to in this document. This shall not preclude the recovery of any other damages which can be reasonably estimated.

- B. If SUCCESSFUL BIDDER does not respond in the time frames listed herein liquidated damages in the amount of \$1,000.00 will be deducted from SUCCESSFUL BIDDER'S next monthly billing. This sum shall be considered as reimbursement, in part, to COUNTY for the loss of the use of the items agreed to in this document. This shall not preclude the recovery of any other damages which can be reasonably estimated.
- C. If during thirty (30) consecutive calendar days, there are three (3) call backs, repairs or a combination of the two on the same unit for the same problem, and such problem is deemed, at the sole discretion of COUNTY, to be within SUCCESSFUL BIDDER'S control, liquidated damages in the amount of \$1,000.00 will be deducted from SUCCESSFUL BIDDER'S next monthly billing for each unit requiring the three (3) call backs. This sum shall be considered as reimbursement, in part, to COUNTY for the loss of the use of the items agreed to in this document. This shall not preclude the recovery of any other damages which can be reasonably estimated.
- D. No damages shall be assessed under the above items if damage is caused by proven acts of vandalism, manufacturer or installer defect, or normal wear and tear, upon the sole discretion of COUNTY.
- E. Unless approved by COUNTY in writing, SUCCESSFUL BIDDER shall conduct all work in such a manner that not more than two (2) escalators and/or one (1) elevator on any single intersection corner are closed simultaneously.
- F. In the event an elevator is shut down with trapped passengers, SUCCESSFUL BIDDER shall guarantee a thirty (30) minute response time once the emergency call system is activated.
- G. In the event an elevator is shut down without trapped passengers, or an escalator is shut down, SUCCESSFUL BIDDER shall guarantee sixty (60) minutes response time once it is reported and approved by COUNTY.

20. COUNTY'S RIGHT TO SURVEY QUALITY OF MAINTENANCE:

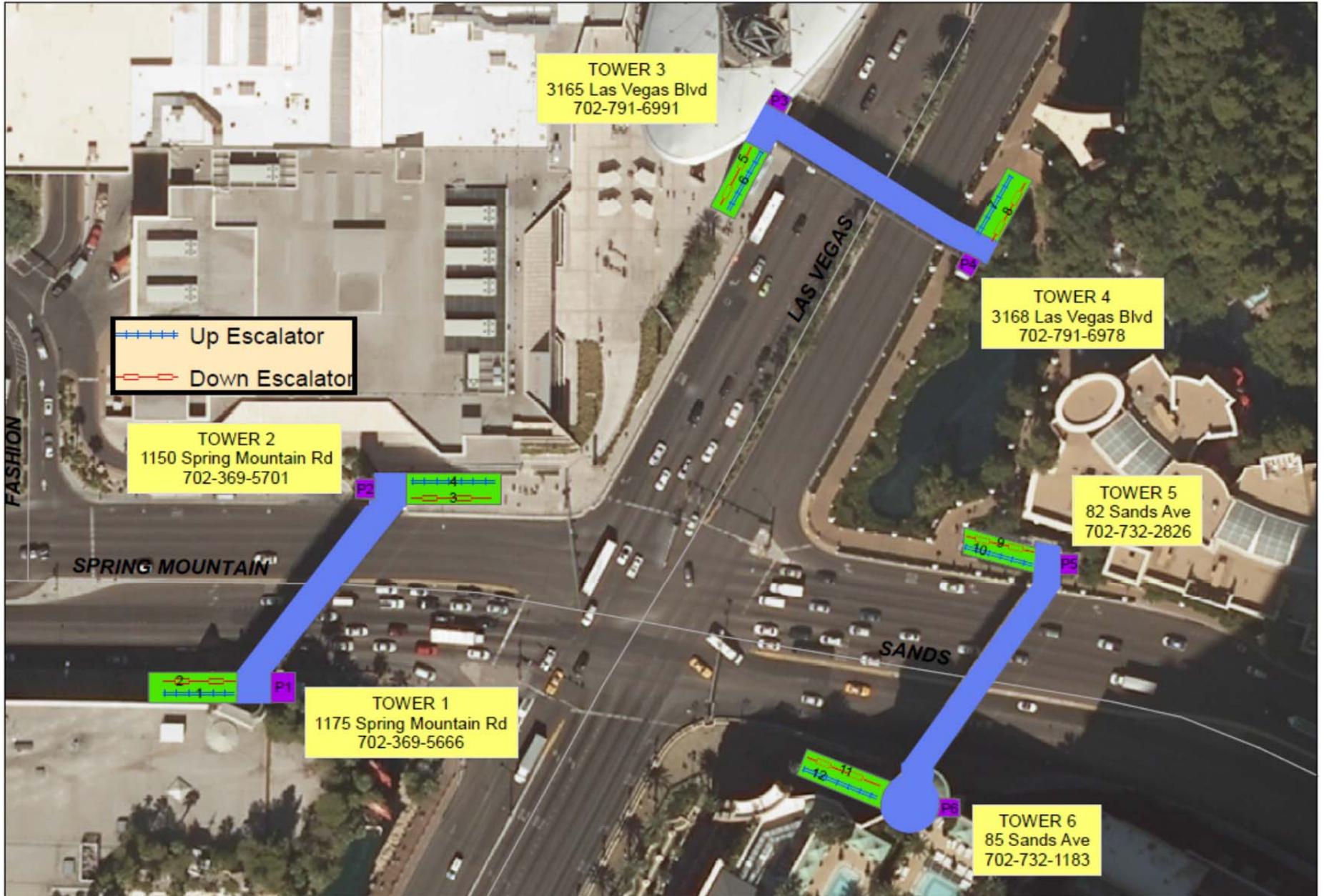
- A. COUNTY may elect to have equipment evaluated and tested. SUCCESSFUL BIDDER shall provide the necessary manpower, tools instruments, test weights, etc. as required without additional cost to COUNTY to conduct the tests not more frequently than annually.
- B. COUNTY may retain the services of an independent elevator consultant to evaluate the performance covered under this Contract. These evaluations may be made on an annual basis, or more frequently, during the course of this Contract.
- C. The results of these evaluations will be issued by the elevator consultant to COUNTY. If non-compliance items are included in the report, COUNTY will issue a punch-list to SUCCESSFUL BIDDER who shall correct those items within thirty (30) days or such other time as may be deemed appropriate by COUNTY. If punch-list items are not corrected within such time, COUNTY may solicit competitive corrective bids to abate the non-compliance items.

The costs of such corrective action will be deducted from any moneys due to SUCCESSFUL BIDDER. In addition, liquidated damages may be assessed in accordance with Special Conditions No. 42, Liquidated Damages – Completion of Contract.

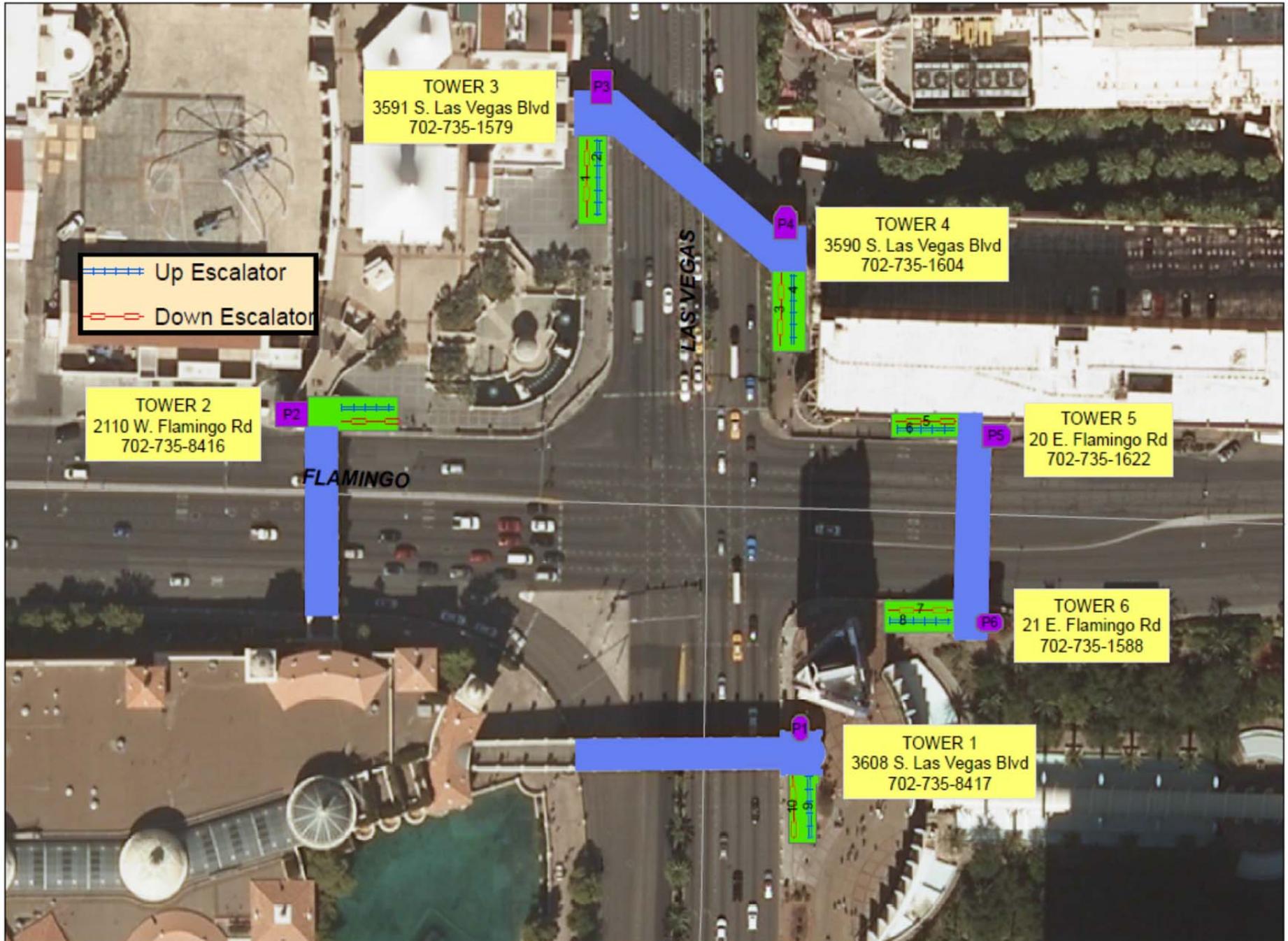
EXHIBIT A

Exhibit "A-1"

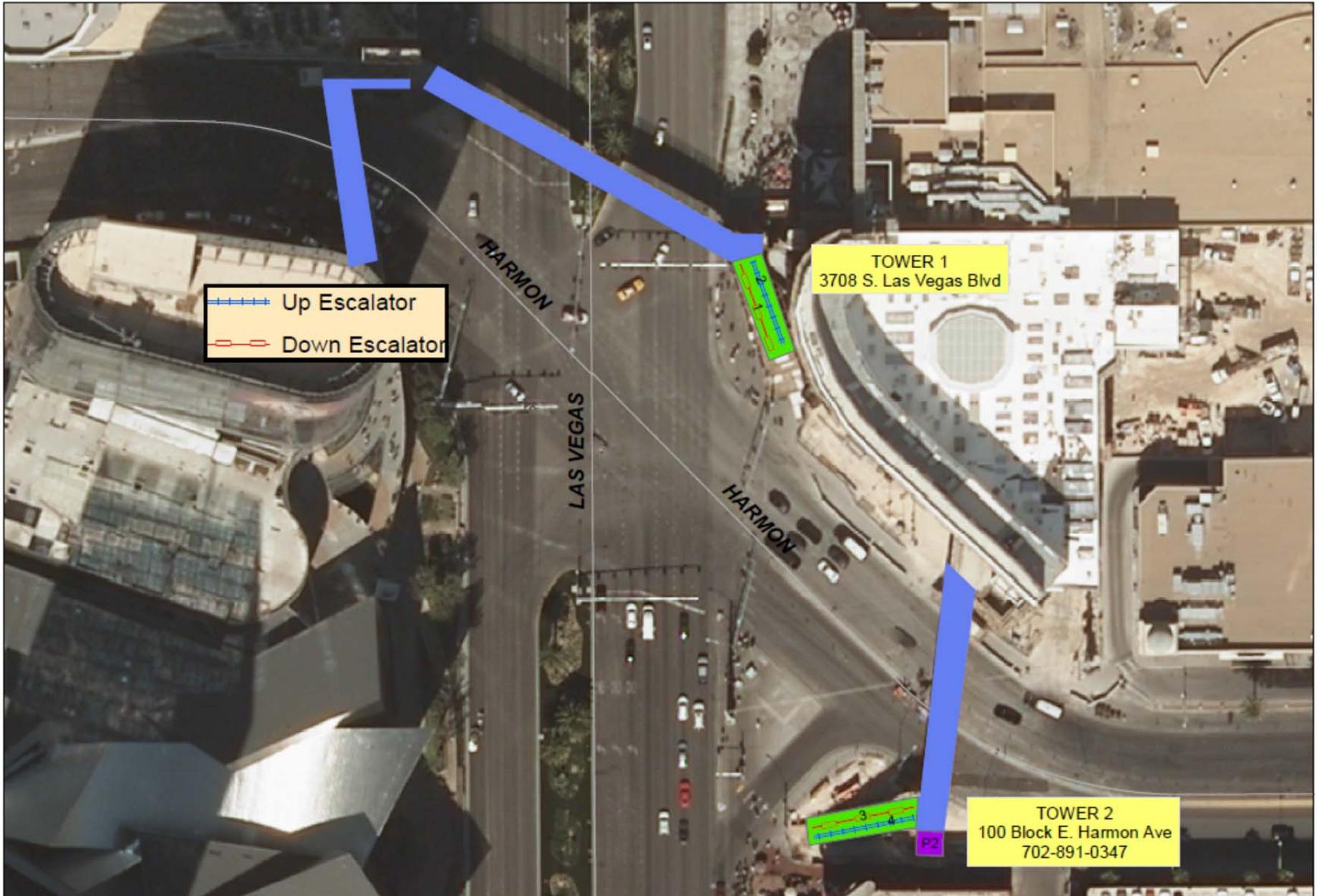
PEDESTRIAN BRIDGE ELEVATORS/ESCALATORS AT SPRING MOUNTAIN ROAD/SANDS AVE @ LAS VEGAS BOULEVARD



PEDESTRIAN BRIDGE ELEVATORS/ESCALATORS AT FLAMINGO ROAD AND LAS VEGAS BOULEVARD



PEDESTRIAN BRIDGE ELEVATORS/ESCALATORS AT HARMON AVENUE AND LAS VEGAS BOULEVARD



Elevator Preventative and Routine Maintenance Log



Clark County Public Works
LAS VEGAS BOULEVARD SOUTH AT
 FLAMINGO ROAD, SPRING MOUNTAIN ROAD AND HARMON AVE.
 PEDESTRIAN BRIDGE MECHANICAL MAINTENANCE



Bid No. _____
 INTERSECTION _____
 MONTH _____
 TOWER # _____
 UNIT # _____

This list comprises the minimum items to be performed and each item listed must be completed monthly, unless otherwise specified or approved by the County.

- | Item: | Date: | Description: |
|-------|-------|--|
| 1 | _____ | Verify operation of alarm bell. |
| 2 | _____ | Verify operation of emergency stop switch. |
| 3 | _____ | Check emergency lights & overhead cab lighting. Replace lamps as needed. |
| 4 | _____ | Check lights, gongs, buttons and associated signals. Replace as needed. |
| 5 | _____ | Verify operation of door open, door close and hall call buttons. |
| 6 | _____ | Check & adjust floor to floor; Door open; Door standing & Door close times. |
| 7 | _____ | Check cab and door glass for damaged and missing anti-graffiti film. |
| 8 | _____ | Check door torque and adjust as required. |
| 9 | _____ | Verify door nudging operation and adjust as required. |
| 10 | _____ | Verify operation of door locking devices. |
| 11 | _____ | Verify operation of door edge detector and / or sensitive edge. |
| 12 | _____ | Verify Elevator emergency phone is working and connecting properly. |
| 13 | _____ | Check car landing accuracy and adjust as required. |
| 15 | _____ | Verify operation of Firefighters Service. |
| 16 | _____ | Check adjustment of car roller guides. Lubricate roller guides and adjust as needed. |
| 17 | _____ | Verify operation of leveling switches for running clearance and adjust as needed. |
| 18 | _____ | Verify each cab stabilizer is in working condition. |
| 19 | _____ | Check selector tape and hitches and adjust as needed. |
| 20 | _____ | Visual inspection of car top and hoist way. |
| 21 | _____ | Lubricate and clean car fan or blower (if equipped). |
| 22 | _____ | Check plunger, cylinder and hydraulic lines for damage, corrosion and leakage.
Leaks or Damage: Yes / No Location: _____ |
| 23 | _____ | Visual inspection of the machine rooms. |
| 24 | _____ | Check for jumpers. |
| 25 | _____ | Examine and clean controller. |
| 26 | _____ | Remove trash from inside hoist way and car tops. |
| 27 | _____ | Check relay contacts for excessive burning and proper contact wipe.
Check and document any oil leakage around valves and pumps.
Leaks: Yes / No Location: _____ |
| 28 | _____ | Examine and clean machinery. |
| 30 | _____ | Check drive belts for wear and proper tension. Adjust or replace as needed. |
| 31 | _____ | Check hoses and gaskets for damage & deterioration. Replace as needed. |
| 32 | _____ | Sweep and wet mop machine room and electrical room floors. |
| 33 | _____ | Perform housekeeping. |
| 34 | _____ | Lubricate and clean unit. |

Date	Time IN	Time OUT	Technician

PM INSPECTION COMMENTS:
 (Mechanic's comments for needed repairs / parts)

INSPECTED BY:

 Printed Name

 Signature

 Date and Time of Inspection

NOTES:

For any of the above replacement / repairs items Clark County will pay for materials if the Contractor can provide an adequate explanation that the damage is due to vandalism, accident or misuse. The Contractor's labor cost is considered incidental and part of the contract.	Technicians and Supervisors shall log in and out, and initial checklist on each routine maintenance visit.
--	--

SPECIAL TESTS LOG

Clark County Public Works
 LAS VEGAS BOULEVARD SOUTH AT
 FLAMINGO ROAD, SPRING MOUNTAIN ROAD AND HARMON AVE.
 PEDESTRIAN BRIDGE MECHANICAL MAINTENANCE



ESC / ELEV

Bid No. _____
 INTERSECTION _____
 MONTH _____
 TOWER # _____

Technicians and Supervisors shall log in and out, and initial checklist on each routine maintenance visit.						
QUARTER	UNIT	TEST DESCRIPTION	DATE	TIME IN	TIME OUT	TECH/SUPERVISOR
RESULT:						
ADJUSTMENT / REPAIR:						
RESULT:						
ADJUSTMENT / REPAIR:						
RESULT:						
ADJUSTMENT / REPAIR:						
RESULT:						
ADJUSTMENT / REPAIR:						
RESULT:						
ADJUSTMENT / REPAIR:						
RESULT:						
ADJUSTMENT / REPAIR:						
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RESULT:						
ADJUSTMENT / REPAIR:						
RESULT:						
ADJUSTMENT / REPAIR:						
RESULT:						
ADJUSTMENT / REPAIR:						

WORKERS EMPLOYED REPORT (A) (PER N.R.S. 338.070)

Project Number: _____

Date: _____

Project Name: _____

PWP Number: _____

General Contractor: _____

Subcontractor: _____

Prepared by: _____

Contact Number: _____

Email Address: _____

	Worker Name	Workers Occupation	Has a Drivers License or Identification Card	State Issued	Wages	Per Diem	Benefits
1			<input type="checkbox"/> YES or <input type="checkbox"/> NO				
2			<input type="checkbox"/> YES or <input type="checkbox"/> NO				
3			<input type="checkbox"/> YES or <input type="checkbox"/> NO				
4			<input type="checkbox"/> YES or <input type="checkbox"/> NO				
5			<input type="checkbox"/> YES or <input type="checkbox"/> NO				
6			<input type="checkbox"/> YES or <input type="checkbox"/> NO				
7			<input type="checkbox"/> YES or <input type="checkbox"/> NO				
8			<input type="checkbox"/> YES or <input type="checkbox"/> NO				
9			<input type="checkbox"/> YES or <input type="checkbox"/> NO				
10			<input type="checkbox"/> YES or <input type="checkbox"/> NO				
11			<input type="checkbox"/> YES or <input type="checkbox"/> NO				
12			<input type="checkbox"/> YES or <input type="checkbox"/> NO				
13			<input type="checkbox"/> YES or <input type="checkbox"/> NO				
14			<input type="checkbox"/> YES or <input type="checkbox"/> NO				
15			<input type="checkbox"/> YES or <input type="checkbox"/> NO				
16			<input type="checkbox"/> YES or <input type="checkbox"/> NO				
17			<input type="checkbox"/> YES or <input type="checkbox"/> NO				
18			<input type="checkbox"/> YES or <input type="checkbox"/> NO				
19			<input type="checkbox"/> YES or <input type="checkbox"/> NO				
20			<input type="checkbox"/> YES or <input type="checkbox"/> NO				

DO NOT INCLUDE ANY LICENSE OR I.D. NUMBERS

WORKERS EMPLOYED REPORT (B) (PER N.R.S. 338.070)

Project Number: _____

Date: _____

Project Name: _____

PWP Number: _____

General Contractor: _____

Subcontractor: _____

Prepared by: _____

Contact Number: _____

Email Address: _____

	Worker Name	Driver's License No. or Identification No.	State Issued	First day on Project	Last day on Project
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

CONFIDENTIAL

NON-APPORTIONED VEHICLE REPORT

Project Number: _____

Date: _____

Project Name: _____

PWP Number: _____

General Contractor: _____

Subcontractor: _____

Prepared by: _____

Contact Number: _____

Email Address: _____

	Owner Name	Vehicle Description	License No. and State
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			

MATERIALS PURCHASED REPORT

Project Number: _____

Date: _____

Project Name: _____

PWP Number: _____

General Contractor: _____

Subcontractor: _____

Prepared by: _____

Contact Number: _____

Email Address: _____

	Material Supplier Name	Address	Materials Purchased
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

CLOSEOUT DOCUMENTATION SUMMARY REPORT OF SUBCONTRACTORS

Project Number: _____

Date: _____

Project Name: _____

PWP Number: _____

General Contractor: _____

Subcontractor: _____

Prepared by: _____

Contact Number: _____

Email Address: _____

	Subcontractor Name	*BEG	Ethnicity	Address	Bid Item or Work Performed	Value of Contract
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						

**Reference Instruction to Bidders for definitions.*

CLARK COUNTY, NEVADA

V - BID FORM

BID NO. 603474-14

ANNUAL REQUIREMENTS CONTRACT FOR FULL-COVERAGE MAINTENANCE SERVICES FOR ELEVATORS AND ESCALATORS LOCATED ON PEDESTRIAN BRIDGES

PWP NUMBER: CL-2015-77

Name of Firm

This bid is submitted in response to COUNTY'S Invitation to Bid and is in accordance with all conditions and specifications in this document.

LOT 1 – FULL-COVERAGE MAINTENANCE ON ELEVATORS AND ESCALATORS

Line Item No.	Intersection	Address	Equipment	MFR	Model	Serial	Type	State No.	5 Year Test Due	Year Built	Quantity	UOM	Unit Cost	Extended Total
1.	Spring Mtn	1175 Spring Mountain Rd	Elevator P1	Kone	Motion Control	20226825	Hydro	9127-05-A	2018	2005	12	Month	\$	\$
2.	Spring Mtn	1150 Spring Mountain Rd	Elevator P2	Kone	Motion Control	20226824	Hydro	9126-05	2018	2005	12	Month	\$	\$
3.	Spring Mtn	3200 S Las Vegas Blvd	Elevator P3	Kone	Motion Control	20226823	Hydro	9125-05	2018	2005	12	Month	\$	\$
4.	Spring Mtn	3131 S Las Vegas Blvd	Elevator P4	Kone	Motion Control	20226822	Hydro	9124-05	2018	2005	12	Month	\$	\$
5.	Spring Mtn	82 Sands Ave	Elevator P5	Kone	Motion Control	20226827	Hydro	9209-05	2018	2005	12	Month	\$	\$
6.	Spring Mtn	85 Sands Ave	Elevator P6	Kone	Motion Control	20226826	Hydro	9128-05	2018	2005	12	Month	\$	\$
7.	Spring Mtn	1175 Spring Mountain Rd	Escalator 1	Kone	Trans 180	20226835	Chain	9136-05	N/A	2005	12	Month	\$	\$
8.	Spring Mtn	1175 Spring Mountain Rd	Escalator 2	Kone	Trans 180	20226834	Chain	9135-05	N/A	2005	12	Month	\$	\$
9.	Spring Mtn	1150 Spring Mountain Rd	Escalator 3	Kone	Trans 180	20226833	Chain	9134-05	N/A	2005	12	Month	\$	\$
10.	Spring Mtn	1150 Spring Mountain Rd	Escalator 4	Kone	Trans 180	20226832	Chain	9133-05	N/A	2005	12	Month	\$	\$
11.	Spring Mtn	3200 S Las Vegas Blvd	Escalator 5	Kone	Trans 180	20226829	Chain	9130-05	N/A	2005	12	Month	\$	\$
12.	Spring Mtn	3200 S Las Vegas Blvd	Escalator 6	Kone	Trans 180	20226828	Chain	9129-05	N/A	2005	12	Month	\$	\$

LOT 1 – FULL-COVERAGE MAINTENANCE ON ELEVATORS AND ESCALATORS

Line Item No.	Intersection	Address	Equipment	MFR	Model	Serial	Type	State No.	5 Year Test Due	Year Built	Quantity	UOM	Unit Cost	Extended Total
13.	Spring Mtn	3131 S Las Vegas Blvd	Escalator 7	Kone	Trans 180	20226831	Chain	9132-05	N/A	2005	12	Month	\$	\$
14.	Spring Mtn	3131 S Las Vegas Blvd	Escalator 8	Kone	Trans 180	20226830	Chain	9131-05	N/A	2005	12	Month	\$	\$
15.	Spring Mtn	82 Sands Ave	Escalator 9	Kone	Trans 180	20226836	Chain	9137-05	N/A	2005	12	Month	\$	\$
16.	Spring Mtn	82 Sands Ave	Escalator 10	Kone	Trans 180	20226837	Chain	9138-05	N/A	2005	12	Month	\$	\$
17.	Spring Mtn	85 Sands Ave	Escalator 11	Kone	Trans 180	20226839	Chain	9139-05	N/A	2005	12	Month	\$	\$
18.	Spring Mtn	85 Sands Ave	Escalator 12	Kone	Trans 180	20226838	Chain	9140-05	N/A	2005	12	Month	\$	\$
19.	Flamingo	3608 S Las Vegas Blvd	Elevator P1	Schindler	MPH	64380	Hydro	7423	N/A	1998	12	Month	\$	\$
20.	Flamingo	2110 W Flamingo Rd	Elevator P2	Schindler	MPH	63906	Hydro	7418	N/A	1998	12	Month	\$	\$
21.	Flamingo	3591 S Las Vegas Blvd	Elevator P3	Thyssen	Dover LMH	EK-6113	Hydro	7937	N/A	1999	12	Month	\$	\$
22.	Flamingo	3590 S Las Vegas Blvd	Elevator P4	Thyssen	Dover LMH	EK-6112	Hydro	7936	N/A	1999	12	Month	\$	\$
23.	Flamingo	20 E Flamingo Rd	Elevator P5	Thyssen	Dover LMH	EK-6115	Hydro	7939	N/A	1999	12	Month	\$	\$
24.	Flamingo	21 East Flamingo Rd	Elevator P6	Thyssen	Dover LMH	EK-6114	Hydro	7938	N/A	1999	12	Month	\$	\$
25.	Flamingo	3591 S Las Vegas Blvd	Escalator 1	Thyssen	Victoria	6990-99239	Chain	7973	N/A	1999	12	Month	\$	\$
26.	Flamingo	3591 S Las Vegas Blvd	Escalator 2	Thyssen	Victoria	6990-99238	Chain	7972	N/A	1999	12	Month	\$	\$
27.	Flamingo	3590 S Las Vegas Blvd	Escalator 3	Thyssen	Victoria	6990-99237	Chain	7971	N/A	1999	12	Month	\$	\$
28.	Flamingo	3590 S Las Vegas Blvd	Escalator 4	Thyssen	Victoria	6990-99236	Chain	7970	N/A	1999	12	Month	\$	\$
29.	Flamingo	20 E Flamingo Rd	Escalator 5	Thyssen	Victoria	69-9099-233	Chain	7967	N/A	1999	12	Month	\$	\$
30.	Flamingo	20 E Flamingo Rd	Escalator 6	Thyssen	Victoria	69-9099-232	Chain	7966	N/A	1999	12	Month	\$	\$

LOT 1 – FULL-COVERAGE MAINTENANCE ON ELEVATORS AND ESCALATORS

Line Item No.	Intersection	Address	Equipment	MFR	Model	Serial	Type	State No.	5 Year Test Due Date	Year Built	Quantity	UOM	Unit Cost	Extended Total
31.	Flamingo	21 East Flamingo Rd	Escalator 7	Thyssen	Victoria	69-9099-234	Chain	7968	N/A	1999	12	Month	\$	\$
32.	Flamingo	21 East Flamingo Rd	Escalator 8	Thyssen	Victoria	69-9099-235	Chain	7969	N/A	1999	12	Month	\$	\$
33.	Flamingo	3608 S Las Vegas Blvd	Escalator 9	Schindler	9300	50171-01	Chain	7421	N/A	1998	12	Month	\$	\$
34.	Flamingo	3608 S Las Vegas Blvd	Escalator 10	Schindler	9300	50171-02	Chain	7422	N/A	1998	12	Month	\$	\$
35.	Flamingo	2110 W Flamingo Rd	Escalator 11	Schindler	9300	50890-01	Chain	7419	N/A	1998	12	Month	\$	\$
36.	Flamingo	2110 W Flamingo Rd	Escalator 12	Schindler	9300	50890-02	Chain	7420	N/A	1998	12	Month	\$	\$
37.	Harmon	3708 S Las Vegas Blvd	Elevator P2	Thyssen	T-32	EAX020	Hydro	1006078	2016	2011	12	Month	\$	\$
38.	Harmon	18 E Harmon Ave	Escalator 1	Schindler	9300 AE	E7672-02	Chain	9083-09	N/A	2009	12	Month	\$	\$
39.	Harmon	18 E Harmon Ave	Escalator 2	Schindler	9300 AE	E7672-01	Chain	9082-09	N/A	2009	12	Month	\$	\$
40.	Harmon	3708 S Las Vegas Blvd	Escalator 3	Thyssen	ESC 2000	KAX024	Chain	1006081	N/A	2011	12	Month	\$	\$
41.	Harmon	3708 S Las Vegas Blvd	Escalator 4	Thyssen	ESC 2000	KAX023	Chain	1006080	N/A	2011	12	Month	\$	\$

LOT 1 TOTAL (SUM OF EXTENDED TOTALS FOR LINE ITEMS 1 THROUGH 41) \$ _____

LOT 2 TIME AND MATERIALS FOR REPAIRS, UPGRADES AND REPLACEMENTS		
Line Item No.	Description	Extended Total
42.	CLARK COUNTY'S ANNUAL ESTIMATE FOR REPAIRS	\$500,000.00
43.	<p>BIDDER'S SURCHARGE _____ % / _____ PERCENT</p> <p>NUMERIC WORDS</p> <p>The extended total shall be the sum of \$500,000 multiplied by bidder's surcharge above.</p> <p>Ex. \$500,000 x 10% = \$50,000 (The extended total would be \$550,000)</p>	\$

LOT 2 TOTAL (SUM OF EXTENDED TOTALS FOR LINE ITEMS 42 THROUGH 43) \$ _____

BID GRAND TOTAL (SUM OF LOTS 1 AND 2) \$ _____

DISCOUNT TERMS OF PAYMENT:

_____%, _____ calendar days.

BIDDER'S LOCAL FACILITY

(If Bidder has multiple local facilities, please attach to bid submittal a list of this information for each facility)

CONTACT MANAGER OR ACCOUNT REPRESENTATIVE NAME

ADDRESS

CITY STATE, ZIP

PHONE NUMBER

FAX NUMBER

EMAIL ADDRESS

ATTACHMENTS TO BID FORM

FAILURE TO SUBMIT REQUIRED ATTACHMENTS AS LISTED BELOW MAY RESULT IN REJECTION OF BID.

- 1. **Attachment 1**, Subcontractor Information, is attached.

Bidder is responsible to ascertain the number of Addenda issued and hereby acknowledges receipt of the following Addendum: **FAILURE TO ACKNOWLEDGE ALL ADDENDA ISSUED AND USE THE CORRECT BID FORM AS REQUIRED, MAY RESULT IN REJECTION OF BID.**

Addendum No. _____	Addendum No. _____	Addendum No. _____
Addendum No. _____	Addendum No. _____	Addendum No. _____
Addendum No. _____	Addendum No. _____	Addendum No. _____

Bidder hereby offers and agrees to furnish the material(s) and service(s) in compliance with all terms, conditions, specifications, and amendments in the Invitation to Bid and any written exceptions in the offer. We understand that the items in this Invitation to Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Clark County, Nevada.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

_____ SIGNATURE OF AUTHORIZED REPRESENTATIVE	_____ LEGAL NAME OF FIRM
_____ NAME AND TITLE OF AUTHORIZED REPRESENTATIVE (PRINT OR TYPE)	_____ ADDRESS OF FIRM
_____ PHONE NUMBER OF AUTHORIZED REPRESENTATIVE	_____ CITY, STATE ZIP
_____ FAX NUMBER OF AUTHORIZED REPRESENTATIVE	_____ DATE
_____ EMAIL ADDRESS	
BUSINESS LICENSE INFORMATION:	
_____ CURRENT STATE	_____ LICENSE NO.
_____ CURRENT COUNTY:	_____ LICENSE NO.
_____ CURRENT CITY:	_____ LICENSE NO.
_____ ISSUE DATE:	_____ EXPIRATION DATE:
_____ ISSUE DATE:	_____ EXPIRATION DATE:
_____ ISSUE DATE:	_____ EXPIRATION DATE:

NEVADA CONTRACTOR'S LICENSE NUMBER: _____

DOLLAR LIMIT : _____

FOR INFORMATIONAL PURPOSES ONLY:

The above referenced firm is a MBE WBE PBE SBE VET DVET ESB as defined below.

STATE OF NEVADA BUSINESSES

MINORITY OWNED BUSINESS ENTERPRISE (MBE):

An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.

WOMEN OWNED BUSINESS ENTERPRISE (WBE):

An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.

PHYSICALLY-CHALLENGED BUSINESS ENTERPRISE (PBE):

An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

SMALL BUSINESS ENTERPRISE (SBE):

An independent and continuing Nevada business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

VETERAN OWNED BUSINESS ENTERPRISE (VET):

An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51 percent owned and controlled by one or more U.S. Veterans.

DISABLED VETERAN OWNED BUSINESS ENTERPRISE (DVET):

A Nevada business at least 51 percent owned/controlled by a disabled veteran.

EMERGING SMALL BUSINESS (ESB):

Certified by the Nevada Governor's Office of Economic Development effective January, 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

**ATTACHMENT 1
BID NO. 603474-14**

**ANNUAL REQUIREMENTS CONTRACT FOR FULL-COVERAGE MAINTENANCE SERVICES FOR ELEVATORS
AND ESCALATORS LOCATED ON PEDESTRIAN BRIDGES**

SUBCONTRACTOR INFORMATION

It is our intent to utilize the following MBE, WBE, PBE, SBE, VET, DVET and ESB subcontractors in association with CONTRACT:

1. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: MBE WBE PBE SBE VET
 DVET ESB

2. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: MBE WBE PBE SBE VET
 DVET ESB

3. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: MBE WBE PBE SBE VET
 DVET ESB

4. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: MBE WBE PBE SBE VET
 DVET ESB

5. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: MBE WBE PBE SBE VET
 DVET ESB

6. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: MBE WBE PBE SBE VET
 DVET ESB

No MBE, WBE, PBE, SBE, VET, DVET or ESB subcontractors will be used.

**ATTACHMENT 2
BID NO. 603474-14
ANNUAL REQUIREMENTS CONTRACT FOR FULL-COVERAGE MAINTENANCE SERVICES FOR
ELEVATORS AND ESCALATORS LOCATED ON PEDESTRIAN BRIDGES**

INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THE BID DOCUMENT, BIDDERS SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO BID SUBMITTAL

1. FORMAT / TIME

SUCCESSFUL BIDDER shall provide COUNTY with Certificates of Insurance, per the sample format (page 3-4), for coverage as listed below, and endorsements affecting coverage required by this bid within **ten (10) business days** after the award by COUNTY. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the certificate of insurance, and shall be maintained for the duration of CONTRACT and any renewal periods.

2. BEST KEY RATING

COUNTY requires insurance carriers to maintain during CONTRACT term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the certificate of insurance.

3. COUNTY COVERAGE

COUNTY, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation insurance coverage. SUCCESSFUL BIDDER'S insurance shall be primary as respects to COUNTY, its officers and employees.

4. ENDORSEMENT / CANCELLATION

SUCCESSFUL BIDDER'S commercial general liability and automobile liability insurance policy shall be endorsed to recognize specifically SUCCESSFUL BIDDER'S contractual obligation of additional insured to COUNTY. All policies must note that COUNTY will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives Clark County automatic additional insured status must be attached to any certificate of insurance.

5. DEDUCTIBLES

All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed **\$25,000**.

6. AGGREGATE LIMITS

If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than **\$2,000,000**.

7. COMMERCIAL GENERAL LIABILITY

Subject to paragraph 6 of this attachment, SUCCESSFUL BIDDER shall maintain limits of no less than **\$1,000,000** combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial General Liability coverage shall be on a "per occurrence" basis only, not "claims made", and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement.

8. AUTOMOBILE LIABILITY

Subject to paragraph 6 of this attachment, SUCCESSFUL BIDDER shall maintain limits of no less than **\$1,000,000** combined single limit per occurrence for bodily injury and property damage, to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by SUCCESSFUL BIDDER and **any auto** used for the performance of services under CONTRACT.

9. WORKERS' COMPENSATION

SUCCESSFUL BIDDER shall obtain and maintain for the duration of CONTRACT, a work certificate or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a Bidder who is a Sole Proprietor shall be required to submit an affidavit (Attachment 3) indicating that Bidder has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

ARC for Full-Coverage Maintenance Services for Elevators and Escalators Located on Pedestrian Bridges

10. FAILURE TO MAINTAIN COVERAGE

If SUCCESSFUL BIDDER fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order SUCCESSFUL BIDDER to stop the work, declare SUCCESSFUL BIDDER in breach, suspend or terminate CONTRACT, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. COUNTY may collect any replacement insurance costs or premium payments made from SUCCESSFUL BIDDER or deduct the amount paid from any sums due SUCCESSFUL BIDDER under CONTRACT.

11. ADDITIONAL INSURANCE

SUCCESSFUL BIDDER is encouraged to purchase any such additional insurance as it deems necessary.

12. DAMAGES

SUCCESSFUL BIDDER is required to remedy all injuries to persons and damage or loss to any property of COUNTY, caused in whole or in part by SUCCESSFUL BIDDER, their subcontractors or anyone employed, directed or supervised by SUCCESSFUL BIDDER.

13. COST

SUCCESSFUL BIDDER shall pay all associated costs for the specified insurance. The cost shall be included in the bid price(s).

14. INSURANCE SUBMITTAL ADDRESS

All Insurance Certificates requested shall be sent to the Clark County Purchasing and Contracts Division, Attention: Insurance Coordinator. See the "Submission of Bids" clause in the Instruction to Bidders section of this bid for the appropriate mailing address.

15. INSURANCE FORM INSTRUCTIONS

The following information must be filled in by SUCCESSFUL BIDDERS' Insurance Company representative:

1. Insurance Broker's name, complete address, contacts name, phone and fax numbers.
2. SUCCESSFUL BIDDER'S name, complete address, phone and fax numbers.
3. Insurance Company's Best Key Rating
4. Commercial General Liability (Per Occurrence)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) Each Occurrence (\$1,000,000)
 - (E) Damage to Rented Premises (\$50,000)
 - (F) Medical Expenses (\$5,000)
 - (G) Personal & Advertising Injury (\$1,000,000)
 - (H) General Aggregate (\$2,000,000)
 - (I) Products - Completed Operations Aggregate (\$2,000,000)
5. Automobile Liability (Any Auto)
 - (J) Policy Number
 - (K) Policy Effective Date
 - (L) Policy Expiration Date
 - (M) Combined Single Limit (\$1,000,000)
6. Worker's Compensation
7. Description: Bid Number 603474-14 and Annual Requirements Contract for Full-Coverage Maintenance Services for Elevators and Escalators Located on Pedestrian Bridges (must be identified on the initial insurance form and each renewal form).
8. Certificate Holder
Clark County, Nevada
c/o Purchasing and Contracts Division
Government Center, Fourth Floor
500 South Grand Central Parkway
P.O. Box 551217
Las Vegas, Nevada 89155-1217
9. Appointed Agent Signature to include license number and issuing state.

ARC for Full-Coverage Maintenance Services for Elevators and Escalators Located on Pedestrian Bridges

POLICY NUMBER: _____ COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

BID NUMBER AND PROJECT NAME: _____

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY
ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

CLARK COUNTY, NEVADA
C/O PURCHASING & CONTRACTS DIVISION
500 S. GRAND CENTRAL PKWY 4TH FL
PO BOX 551217
LAS VEGAS, NEVADA 89155-1217

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

CLARK COUNTY, NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS ARE INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

**ATTACHMENT 3
BID NO. 603474-14**

**ANNUAL REQUIREMENTS CONTRACT FOR FULL-COVERAGE MAINTENANCE SERVICES FOR
ELEVATORS AND ESCALATORS LOCATED ON PEDESTRIAN BRIDGES**

**AFFIDAVIT
(ONLY REQUIRED FOR A SOLE PROPRIETOR)**

I, _____, on behalf of my company, _____, being
(Name of Sole Proprietor) (Legal Name of Company)
duly sworn, depose and declare:

1. I am a Sole Proprietor;
2. I will not use the services of any employees in the performance of CONTRACT, identified as Bid No. 603474-14, entitled Annual Requirements Contract for Full-Coverage Maintenance Services for Elevators and Escalators Located on Pedestrian Bridges;
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

I release Clark County from all liability associated with claims made against me and my company, in the performance of CONTRACT, that relate to compliance with NRS Chapters 616A-616D, inclusive.

Signed this _____ day of _____, _____.

Signature

State of Nevada)
)ss.
County of Clark)

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

Notary Signature

STAMP AND SEAL

**ATTACHMENT 4
ANNUAL PERFORMANCE BOND**

IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NEVADA REVISED STATUTE 683A AND ISSUED BY AN APPOINTED PRODUCER OF INSURANCE PURSUANT TO NEVADA REVISED STATUTE 683A. INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.

KNOW ALL MEN BY THESE PRESENTS,

That _____, as Principal Contractor, and _____, as Surety, are held and firmly bound unto CLARK COUNTY, NEVADA, hereinafter called COUNTY, in the annual sum of _____ dollars, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been recommended for award and shall enter into CONTRACT with said COUNTY to perform all work required under **BID NO. 603474-14** of COUNTY'S specifications, entitled **ANNUAL REQUIREMENTS CONTRACT FOR FULL-COVERAGE MAINTENANCE SERVICES FOR ELEVATORS AND ESCALATORS LOCATED ON PEDESTRIAN BRIDGES, LOT 1.**

NOW THEREFORE, if said Contractor shall perform all the requirements of said CONTRACT required to be performed on their part, at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, that any change order(s), alterations in the work to be done or the materials to be furnished, which may be made pursuant to the terms of said CONTRACT, shall not in any way release said Contractor or said Surety.

Notwithstanding the requirements of CONTRACT, the term of this annual (12 month) bond shall commence on date of award, and may be extended annually for a term of twelve (12) months upon mutual consent of COUNTY and the Surety by issuance of a Continuation Certificate or issuance of a new bond.

SIGNED this _____ day of _____, 20____ (SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

(Principal Contractor)

(Authorized Representative and Title)

By: _____
(Signature)

Surety: _____

(Appointed Agent Name)

(State of Nevada, License Number)

By: _____
(Signature)

(Appointed Agent Name)

(License Number and Issuing State)

By: _____
(Signature)

Address: _____

Address: _____

Telephone: _____

Telephone: _____

ISSUING COMPANY MUST HOLD CERTIFICATES OF AUTHORITY AS ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY WITH LISTING IN THE DEPARTMENT OF TREASURY, FISCAL SERVICE, (DEPARTMENT OF CIRCULAR "570," CURRENT REVISIONS).

ATTACHMENT 4

LABOR AND MATERIAL PAYMENT BOND

IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NEVADA REVISED STATUTE 683A AND ISSUED BY AN APPOINTED PRODUCER OF INSURANCE PURSUANT TO NEVADA REVISED STATUTE 683A. INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.

KNOW ALL MEN BY THESE PRESENTS,

That _____, as Contractor, and _____, as Surety, are held and firmly bound unto CLARK COUNTY, NEVADA, hereinafter called Owner, in the sum of _____ dollars, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been recommended for award and shall enter into the contract with said Owner to perform all work required under the Bid Schedule(s), **BID NO. 603474-14, ANNUAL REQUIREMENTS CONTRACT FOR FULL-COVERAGE MAINTENANCE SERVICES FOR ELEVATORS AND ESCALATORS LOCATED ON PEDESTRIAN BRIDGES, LOT 2.**

NOW THEREFORE, if said Contractor, or subcontractors, fails to pay for any materials, equipment, or other supplies, or for rental of same, used in connection with the performance of work contracted to be done, or for amounts due under applicable State law for any work or labor thereon, said Surety will pay for the same in an amount not exceeding the sum specified above and, in the event suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court. This bond shall insure to the benefit of any persons, companies or corporations entitled to file claims under applicable State law.

PROVIDED, that any change order(s), alterations in the work to be done or the materials to be furnished, which may be made pursuant to the terms of said Contract, shall not in any way release either said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract release either said Contractor or said Surety, and notice of such change order(s), alterations or extensions of the Contract is hereby waived by said Surety.

SIGNED this _____ day of _____, 20____ (SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

(Principal Contractor)

(Authorized Representative and Title)

By: _____
(Signature)

Surety: _____

(Appointed Agent Name)

(State of Nevada, License Number)

By: _____
(Signature)

(Appointed Agent Name)

(License Number and Issuing State)

By: _____
(Signature)

Address: _____

Address: _____

Telephone: _____

Telephone: _____

ISSUING COMPANY MUST HOLD CERTIFICATES OF AUTHORITY AS ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY WITH LISTING IN THE DEPARTMENT OF TREASURY, FISCAL SERVICE, (DEPARTMENT OF CIRCULAR "570," CURRENT REVISIONS).

**ATTACHMENT 4
GUARANTY BOND**

IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NEVADA REVISED STATUTE 683A AND ISSUED BY AN APPOINTED PRODUCER OF INSURANCE PURSUANT TO NEVADA REVISED STATUTE 683A. INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.

GUARANTEE for _____

(Name and Address of Prime Contractor)

We hereby guarantee that the **BID NO. 603474-14, ANNUAL REQUIREMENTS CONTRACT FOR FULL-COVERAGE MAINTENANCE SERVICES FOR ELEVATORS AND ESCALATORS LOCATED ON PEDESTRIAN BRIDGES, LOT 2.**

, which we have constructed, has been done in accordance with the plans and specifications; that the work as constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of our work together with any other adjacent work which may be damaged in so doing, that may prove to be defective in workmanship or materials within a period of one year from the date of the Notice of Substantial Completion of the above named work by the County of Clark, State of Nevada, without any expense whatsoever to said County of Clark, State of Nevada, ordinary wear and unusual abuse or neglect excepted.

In the event of our failure to comply with the above mentioned conditions within 14 calendar days after being notified in writing by Clark County, Nevada, we collectively or separately, do hereby authorize Clark County, Nevada to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand. When correction work is started, it shall be carried through to completion.

SIGNED this _____ day of _____, 20____ (SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

(Principal Contractor)

(Authorized Representative and Title)

By: _____
(Signature)

Surety: _____

(Appointed Agent Name)

(State of Nevada, License Number)

By: _____
(Signature)

(Appointed Agent Name)

(License Number and Issuing State)

By: _____
(Signature)

Address: _____

Address: _____

Telephone: _____

Telephone: _____

ISSUING COMPANY MUST HOLD CERTIFICATES OF AUTHORITY AS ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY WITH LISTING IN THE DEPARTMENT OF TREASURY, FISCAL SERVICE, (DEPARTMENT OF CIRCULAR "570," CURRENT REVISIONS).

ATTACHMENT 5

**BID NO. 603474-14
ANNUAL REQUIREMENTS CONTRACT FOR FULL-COVERAGE MAINTENANCE SERVICES FOR
ELEVATORS AND ESCALATORS LOCATED ON PEDESTRIAN BRIDGES**

DISTRIBUTION OF LINE ITEM PRICE

Item No.	Description	% Labor		% Product		% Transportation		% Other		Total
1.	Spring Mountain Elevator P-1	%	+	%	+	%	+	%	=	100%
2.	Spring Mountain Elevator P-2	%	+	%	+	%	+	%	=	100%
3.	Spring Mountain Elevator P-3	%	+	%	+	%	+	%	=	100%
4.	Spring Mountain Elevator P-4	%	+	%	+	%	+	%	=	100%
5.	Spring Mountain Elevator P-5	%	+	%	+	%	+	%	=	100%
6.	Spring Mountain Elevator P-6	%	+	%	+	%	+	%	=	100%
7.	Spring Mountain Escalator 1	%	+	%	+	%	+	%	=	100%
8.	Spring Mountain Escalator 2	%	+	%	+	%	+	%	=	100%
9.	Spring Mountain Escalator 3	%	+	%	+	%	+	%	=	100%
10.	Spring Mountain Escalator 4	%	+	%	+	%	+	%	=	100%
11.	Spring Mountain Escalator 5	%	+	%	+	%	+	%	=	100%
12.	Spring Mountain Escalator 6	%	+	%	+	%	+	%	=	100%
13.	Spring Mountain Escalator 7	%	+	%	+	%	+	%	=	100%
14.	Spring Mountain Escalator 8	%	+	%	+	%	+	%	=	100%
15.	Spring Mountain Escalator 9	%	+	%	+	%	+	%	=	100%
16.	Spring Mountain Escalator 10	%	+	%	+	%	+	%	=	100%
17.	Spring Mountain Escalator 11	%	+	%	+	%	+	%	=	100%
18.	Spring Mountain Escalator 12	%	+	%	+	%	+	%	=	100%
19.	Flamingo Elevator P-1	%	+	%	+	%	+	%	=	100%
20.	Flamingo Elevator P-2	%	+	%	+	%	+	%	=	100%
21.	Flamingo Elevator P-3	%	+	%	+	%	+	%	=	100%
22.	Flamingo Elevator P-4	%	+	%	+	%	+	%	=	100%
23.	Flamingo Elevator P-5	%	+	%	+	%	+	%	=	100%
24.	Flamingo Elevator P-6	%	+	%	+	%	+	%	=	100%
25.	Flamingo Escalator 1	%	+	%	+	%	+	%	=	100%
26.	Flamingo Escalator 2	%	+	%	+	%	+	%	=	100%
27.	Flamingo Escalator 3	%	+	%	+	%	+	%	=	100%
28.	Flamingo Escalator 4	%	+	%	+	%	+	%	=	100%

ARC for Full-Coverage Maintenance Services for Elevators and Escalators Located on Pedestrian Bridges

Item No.	Description	% Labor		% Product		% Transportation		% Other		Total
29.	Flamingo Escalator 5	%	+	%	+	%	+	%	=	100%
30.	Flamingo Escalator 6	%	+	%	+	%	+	%	=	100%
31.	Flamingo Escalator 7	%	+	%	+	%	+	%	=	100%
32.	Flamingo Escalator 8	%	+	%	+	%	+	%	=	100%
33.	Flamingo Escalator 9	%	+	%	+	%	+	%	=	100%
34.	Flamingo Escalator 10	%	+	%	+	%	+	%	=	100%
35.	Flamingo Escalator 11	%	+	%	+	%	+	%	=	100%
36.	Flamingo Escalator 12	%	+	%	+	%	+	%	=	100%
37.	Harmon P2	%	+	%	+	%	+	%	=	100%
38.	Harmon Escalator 1	%	+	%	+	%	+	%	=	100%
39.	Harmon Escalator 2	%	+	%	+	%	+	%	=	100%
40.	Harmon Escalator 3	%	+	%	+	%	+	%	=	100%
41.	Harmon Escalator 4	%	+	%	+	%	+	%	=	100%

**INSTRUCTIONS FOR COMPLETING THE
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM**

Purpose of the Form

The purpose of the Disclosure of Ownership/Principals Form is to gather ownership information pertaining to the business entity for use by the Board of County Commissioners ("BCC") in determining whether members of the BCC should exclude themselves from voting on agenda items where they have, or may be perceived as having a conflict of interest, and to determine compliance with Nevada Revised Statute 281A.430, contracts in which a public officer or employee has interest is prohibited.

General Instructions

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and the appropriate Clark County government entity. Failure to submit the requested information may result in a refusal by the BCC to enter into an agreement/contract and/or release monetary funding to such disclosing entity.

Detailed Instructions

All sections of the Disclosure of Ownership form must be completed. If not applicable, write in N/A.

Business Entity Type – Indicate if the entity is an Individual, Partnership, Limited Liability Company, Corporation, Trust, Non-profit Organization, or Other. When selecting 'Other', provide a description of the legal entity.

Non-Profit Organization (NPO) - Any non-profit corporation, group, association, or corporation duly filed and registered as required by state law.

Business Designation Group – Indicate if the entity is a Minority Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Small Business Enterprise (SBE), Physically-Challenged Business Enterprise (PBE), Veteran Owned Business (VET), Disabled Veteran Owned Business (DVET), or Emerging Small Business (ESB). This is needed in order to provide utilization statistics to the Legislative Council Bureau, and will be used only for such purpose.

- **Minority Owned Business Enterprise (MBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.
- **Women Owned Business Enterprise (WBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.
- **Physically-Challenged Business Enterprise (PBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.
- **Small Business Enterprise (SBE):** An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.
- **Veteran Owned Business Enterprise (VET):** An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51 percent owned and controlled by one or more U.S. Veterans.
- **Disabled Veteran Owned Business Enterprise (DVET):** A Nevada business at least 51 percent owned/controlled by a disabled veteran.
- **Emerging Small Business (ESB):** Certified by the Nevada Governor's Office of Economic Development effective January, 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

Business Name (include d.b.a., if applicable) – Enter the legal name of the business entity and enter the "Doing Business As" (d.b.a.) name, if applicable.

Corporate/Business Address, Business Telephone, Business Fax, and Email – Enter the street address, telephone and fax numbers, and email of the named business entity.

Nevada Local Business Address, Local Business Telephone, Local Business Fax, and Email – If business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone and fax numbers, point of contact and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

Number of Clark County Nevada Residents employed by this firm. (Do not leave blank. If none or zero, put the number 0 in the space provided.)

List of Owners/Officers – Include the full name, title and percentage of ownership of each person who has ownership or financial interest in the business entity. If the business is a publicly-traded corporation or non-profit organization, list all Corporate Officers and Directors only.

For All Contracts – (Not required for publicly-traded corporations)

- 1) Indicate if any individual members, partners, owners or principals involved in the business entity are a Clark County full-time employee(s), or appointed/elected official(s). If yes, the following paragraph applies.

In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant financial interest, except as provided for in subsections 2, 3, and 4.

- 2) Indicate if any individual members, partners, owners or principals involved in the business entity have a second degree of consanguinity or affinity relation to a Clark County full-time employee(s), or appointed/elected official(s) (reference form on Page 2 for definition). If **YES**, complete the Disclosure of Relationship Form. Clark County is comprised of the following government entities: Clark County, Department of Aviation (McCarran Airport), and Clark County Water Reclamation District. Note: The Department of Aviation includes all of the General Aviation Airports (Henderson, North Las Vegas, and Jean). **This will also include Clark County Detention Center.**

A professional service is defined as a business entity that offers business/financial consulting, legal, physician, architect, engineer or other professional services.

Signature and Print Name – Requires signature of an authorized representative and the date signed.

Disclosure of Relationship Form – If any individual members, partners, owners or principals of the business entity is presently a Clark County employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a Clark County employee, public officer or official, this section must be completed in its entirety.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name:						
(Include d.b.a., if applicable)						
Street Address:				Website:		
City, State and Zip Code:				POC Name:		
				Email:		
Telephone No:				Fax No:		
Nevada Local Street Address:				Website:		
(If different from above)						
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name:		
				Email:		

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation? Yes No

1. Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
 Yes No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
 Yes No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

DISCLOSURE OF RELATIONSHIP

List any disclosures below:
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT

* County employee means Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District.

“Consanguinity” is a relationship by blood. “Affinity” is a relationship by marriage.

“To the second degree of consanguinity” applies to the candidate’s first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

Yes No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

Yes No Is the County employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative