

**SECOND AMENDMENT TO THE
INSTALLATION, REPAIR, RENTAL AND RECONSTRUCTION OF CHAIN LINK
FENCING, GATE, AND SIMILAR TYPES CITY-WIDE SERVICE AGREEMENT**

This Second Amendment to the Installation, Repair, Rental and Reconstruction of Chain Link Fencing, Gate, and Similar Types City-Wide Service Agreement (the “Second Amendment”) is effective _____ (the “Effective Date”) by and between the City of North Las Vegas, a Nevada municipal corporation (the “City”), and The Tiberti Fence Company, a Nevada corporation (the “Services Provider”). Hereinafter, the City and the Services Provider are jointly referred to as the “Parties”.

RECITALS

WHEREAS, on January 16, 2020, the City and Services Provider entered into an Installation, Repair, Rental and Reconstruction of Chain Link Fencing, Gate, and Similar Types City-Wide Service Agreement (the “Original Agreement”), a copy of which is attached hereto as “Exhibit A” (56 pages);

WHEREAS, on March 24, 2021 the City and Provider entered into a First Amendment to the installation, repair, rental and reconstruction of chain link fencing, gate and similar types City-wide Agreement (the “First Amendment”), a copy of which is attached hereto as “Exhibit B” (69 pages); and

WHEREAS, the Parties wish to amend the payment terms of the Original Agreement from a not to exceed amount of Two Hundred Twenty-Five Thousand and 00/100 (\$225,000.00) per fiscal year to a not to exceed amount of Two Hundred Forty Thousand Dollars and 00/100 (\$240,000.00) for the remaining fiscal years and renewal options.

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

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

AGREEMENT

1. Section 3 of the Original Agreement shall be deleted and replaced with the following:

“Provider will provide the Services in exchange for payment in the amount of not more than \$240,000.00 per fiscal year, which includes all fees for time and labor, overhead materials, equipment, insurance, licenses, and any other costs. Periodic progress billings will be due and payable within 30 days of presentation of invoice, provided that each invoice is complete, correct, and undisputed by the City. The annual not to exceed amount of this Agreement is Two Hundred and Forty Thousand Dollars and 00/100 (\$240,000.00). The total not to exceed amount of this Agreement is One Million Three Hundred Seventy-Six Thousand, Nine Hundred Ninety-Five Dollars and 00/100 (\$1,376,995.00).”

Year:	Amount:
01/16/20 – 06/30/20	\$ 116,995.00
07/01/20 – 06/30/21	\$ 400,000.00
07/01/21 – 06/30/22	\$ 240,000.00
07/01/22 – 01/15/23	\$ 140,000.00
01/15/23-01/14/24 (Renewal Option #1)	\$ 240,000.00
01/15/24 – 01/15/25 (Renewal Option #2)	\$ 240,000.00
TOTAL:	\$ 1,376,995.00

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

IN WITNESS WHEREOF, the Services Provider and the City have caused this Second Amendment to be executed as of the day and year indicated above.

City of North Las Vegas,
a Nevada municipal corporation

The Tiberti Fence Company
a Nevada corporation

By: _____
John J. Lee, Mayor

By:  _____
Name: Jason Plichta
Title: Director of Operations

Attest:

By: _____
Jackie Rodgers, Chief Deputy City Clerk

Approved as to Form:

By: _____
Micaela Rustia Moore, City Attorney

EXHIBIT A

Original Agreement

Please see the attached page(s).

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement") is made and entered into as of January 16, 2020 (the "Effective Date") by and between the City of North Las Vegas, a political subdivision of the State of Nevada (the "City") and The Tiberti Fence Company, a Nevada Corporation ("Provider").

WITNESSETH:

WHEREAS, the City requires installation, repair, rental and reconstruction of chain link fencing, gate, and similar types City-wide, as more particularly described in Exhibit A (the "Services"); and

WHEREAS, Provider represents that it has the experience, knowledge, labor, and skill to provide the Services in accordance with generally accepted industry standards, and is willing and able to provide the Services.

NOW THEREFORE, in consideration of the above recitals, mutual covenants, and terms and conditions contained herein, the parties hereby covenant and agree to the following:

1. **Scope of Services**

Provider shall perform the Services in accordance with Exhibit A and the terms, conditions and covenants set forth in this Agreement. Any modification to the Services must be specified in a written amendment to this Agreement that sets forth the nature, scope, and payment for the Services as modified by the amendment.

2. **Term**

This Agreement shall commence on the Effective Date and will continue to be in effect for three (3) years (the "Term"), unless earlier terminated in accordance with the terms herein. All Services shall be completed by the end of the Term. If the City determines, in its sole discretion, that Provider has satisfactorily performed its obligations under this Agreement, the City Manager may extend the Term for up to two (2) additional one-year period(s) upon written notice to the Provider.

3. **Compensation**

Provider will provide the Services in exchange for payment in the amount of not more than \$225,000.00 per fiscal year, which includes all fees for time and labor, overhead materials, equipment, insurance, licenses, and any other costs. Periodic progress billings will be due and payable within 30 days of presentation of invoice, provided that each invoice is complete, correct, and undisputed by the City. The annual not to exceed amount of this Agreement is Two

Hundred Twenty-Five Thousand 00//100 (\$225,000.00). The total not to exceed amount of this Agreement is One Million One Hundred Twenty-Five Thousand and 00/100 (\$1,125,000.00).

4. Termination or Suspension of Services

4.1 This Agreement may be terminated, in whole or in part, with or without cause, by the City upon thirty (30) days written notice to the Provider. In the event of termination, Provider shall be paid compensation for Services properly performed pursuant to the terms of the Agreement up to and including the termination date. The City shall not be liable for anticipated profits based upon Services not yet performed.

4.2 This Agreement may be terminated by the Provider in the event the City defaults in the due observance and performance of any material term or condition contained herein, and such default is not cured within thirty (30) days after the Provider delivers written notice of such default to the City.

4.3 The City may suspend performance by Provider under this Agreement for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Provider at least ten (10) days prior to the date on which the City will suspend performance. The Provider shall not perform further work under this Agreement after the effective date of the suspension until receipt of written notice from the City to resume performance, and the time period for Provider's performance of the Services shall be extended by the amount of time such performance was suspended.

5. Provider Representations and Warranties

5.1 The Provider hereby represents and warrants for the benefit of the City, the following:

5.1.1 Provider is a duly formed validly existing entity and is in good standing pursuant to the laws of the State of Nevada. The Provider is financially solvent, able to pay its debts when due, and possesses sufficient working capital to provide the Services pursuant to this Agreement.

5.1.2 The person executing this Agreement on Provider's behalf has the right, power, and authority to enter into this Agreement and such execution is binding on the Provider.

5.1.3 All Services performed, including deliverables supplied, shall conform to the specifications, drawings, and other descriptions set forth in this Agreement, and shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Provider's profession and in accordance with generally accepted industry standards prevailing at the time the Services are performed, and do not infringe the

intellectual property of a third party. The foregoing representations and warranties are not intended as a limitation, but are in addition to all other terms set forth in this Agreement and such other warranties as are implied by law, custom, and usage of the trade.

6. **Indemnification**

Provider shall defend, indemnify, and hold harmless the City, and its officers, agents, and employees from any liabilities, claims, damages, losses, expenses, proceedings, actions, judgments, reasonable attorneys' fees, and court costs which the City suffers or its officers, agents or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of Provider, its subcontractors, agents, and employees, in performance of this Agreement until such time as the applicable statutes of limitation expire. This section survives default, expiration, or termination of this Agreement or excuse of performance.

7. **Independent Contractor**

Provider, its employees, subcontractors, and agents are independent contractors and not employees of the City. No approval by City shall be construed as making the City responsible for the manner in which Provider performs the Services or for any negligence, errors, or omissions of Provider, its employees, subcontractors, or agents. All City approvals are intended only to provide the City the right to satisfy itself with the quality of the Services performed by Provider. The City acknowledges and agrees that Provider retains the right to contract with other persons in the course and operation of Provider's business and this Agreement does not restrict Provider's ability to so contract.

8. **Confidentiality and Authorizations for Access to Confidential Information**

8.1 Provider shall treat all information relating to the Services and all information supplied to Provider by the City as confidential and proprietary information of the City and shall not permit its release by Provider's employees, agents, or subcontractors to other parties or make any public announcement or release thereof without the City's prior written consent.

9. **Insurance**

9.1 Provider shall procure and maintain at all times during the performance of the Services, at its own expense, the following insurances:

9.1.1 Workers' Compensation Insurance as required by the applicable legal requirements, covering all persons employed in connection with the matters contemplated hereunder and with respect to whom death or injury claims could be asserted against the City or Provider.

9.1.2 Comprehensive General Liability (bodily injury and property damage) insurance in a policy limit of not less than \$1,000,000 for combined single limit per occurrence. Such General Liability insurance policy shall be endorsed as to include the City as an additional insured.

9.1.3 Automobile Liability (bodily injury and property damage) insurance in a policy limit of not less than \$1,000,000 for combined single limit per occurrence. Such Automobile Liability insurance policy shall be endorsed as to include the City as an additional insured.

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

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

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

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

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

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

10. **Notices**

Any notice requiring or permitted to be given under this Agreement shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery or United States mail at the following addresses:

To City: City of North Las Vegas
Attention: Joy Yoshida
2250 Las Vegas Blvd., North
North Las Vegas, Nevada 89030
Phone: 702-633-1745

To Provider: The Tiberti Fence Company
Attention: Jason Plichta, Director of Operations
4975 Rogers Street
Las Vegas, NV 89118
Phone: 702-382-7070

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

11. **Entire Agreement**

This Agreement, together with any attachment, contains the entire Agreement between Provider and City relating to rights granted and obligations assumed by the parties hereto. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect.

12. **Miscellaneous**

12.1 **Governing Law and Venue.** The laws of the State of Nevada and the North Las Vegas Municipal Code govern the validity, construction, performance and effect of this Agreement, without regard to conflicts of law. All actions shall be initiated in the courts of Clark County, Nevada or the federal district court with jurisdiction over Clark County, Nevada.

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

12.3 **Amendment.** This Agreement may be amended or modified only by a writing executed by the City and Provider.

12.4 **Controlling Document.** To the extent any of the terms or provisions in Exhibit A conflict with this Agreement, the terms and provisions of this Agreement shall govern and control. Any additional, different or conflicting terms or provisions contained in Exhibit A or any other written or oral communication from Provider shall not be binding in any way on the City whether or not such terms would materially alter this Agreement, and the City hereby objects thereto.

12.5 Time of the Essence. Time is of the essence in the performance of this Agreement and all of its terms, provisions, covenants and conditions.

12.6 Waiver. No consent or waiver, express or implied, by the Provider or the City of any breach or default by the other in performance of any obligation under the Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party.

12.7 Waiver of Consequential Damages. The City shall not be liable to Provider, its agents, or any third party for any consequential, indirect, exemplary or incidental damages, including, without limitation, damages based on delay, loss of use, lost revenues or lost profits. This section survives default, expiration, or termination of this Agreement.

12.8 Severability. If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto.

12.9 No Fiduciary or Joint Venture. This Agreement is not intended to create, and shall not be deemed to create, any relationship between the parties hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto shall be construed to be the agent, employer, representative, fiduciary, or joint venturer of the other and neither party shall have the power to bind the other by virtue of this Agreement.

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

12.11 Ownership of Documents. Provider shall treat all information related to this Agreement, all information supplied to Provider by the City, and all documents, reconciliations and reports produced pursuant to this Agreement as confidential and proprietary information of the City and shall not use, share, or release such information to any third-party without the City's prior written permission. This section shall survive the termination or expiration of this Agreement.

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

12.13 Public Record. Pursuant to NRS 293.010 and other applicable legal authority, each and every document provided to the City may be a "Public Record" open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not be liable in any way to Provider for the disclosure of any public record

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

12.14 Interpretation. The language of this Agreement has been agreed to by both parties to express their mutual intent. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Preparation of this Agreement has been a joint effort by the City and Provider and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

12.15 Electronic Signatures. The use of facsimile, email, or other electronic medium shall have the same force and effect as original signatures.


12.16 Counterparts. This Agreement may be executed in counterparts and all of such counterparts, taken together, shall be deemed part of one instrument.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City and Provider have executed this Agreement as of the Effective Date.

City of North Las Vegas
a Nevada municipal corporation

The Tiberti Fence Company
a Nevada Corporation

By: 
John J. Lee, Mayor

By: 
Its: Jason Plichta - Director of Operations

ATTEST:

By: 
Catherine A. Raynor, MMC, City Clerk

Approved as to form:

By: 
Micaela Rustia Moore, City Attorney

EXHIBIT A

Services

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1583 – Citywide Fencing
EXHIBIT A
BID SUBMITTAL SHEET**

LOT A			
ITEM NUMBER	ITEM DESCRIPTION	UNIT	INSTALLED PRICE
	CHAIN LINK		
1	72 INCH CHAIN LINK FENCE 11 GAUGE	LF	\$ 10.00
2	72 INCH CHAIN LINK FENCE 9 GAUGE	LF	\$ 12.15
3	72 INCH CHAIN LINK FENCE 6 GAUGE	LF	\$ 18.00
4	72 INCH CHAIN LINK FENCE (OPTION B)	LF	\$ 10.00
5	72 INCH DOUBLE DRIVE GATE	LF	\$ 335.00
6	72 INCH WALK GATE 11 GAUGE	LF	\$ 275.00
7	72 INCH WALK GATE 9 GAUGE	LF	\$ 295.00
8	72 INCH WALK GATE 6 GAUGE	LF	\$ 335.00
9	BARBED WIRE WITH EXTENSIONS ARM	LF	\$ 1.50
10	ADDITIONAL AMOUNT FOR CORNERS	EA	\$ 75.00
11	ADDITIONAL AMOUNT FOR INTERMEDIATE BRACING	EA	\$ 40.00
12	48 INCH CHAIN LINK FENCE 11 GAUGE	LF	\$ 7.75
13	48 INCH CHAIN LINK FENCE 9 GAUGE	LF	\$ 8.15
14	48 INCH CHAIN LINK FENCE 6 GAUGE	LF	\$ 12.50
15	60 INCH CHAIN LINK FENCE 11 GAUGE	LF	\$ 9.00
16	60 INCH CHAIN LINK FENCE 9 GAUGE	LF	\$ 10.40
17	60 INCH CHAIN LINK FENCE 6 GAUGE	LF	\$ 15.50
18	8 FOOT CHAIN LINK FENCE 11 GAUGE	LF	\$ 14.75
19	8 FOOT CHAIN LINK FENCE 9 GAUGE	LF	\$ 16.25
20	8 FOOT CHAIN LINK FENCE 6 GAUGE	LF	\$ 24.50
21	12 FOOT CHAIN LINK FENCE 11 GAUGE	LF	\$ 16.00
22	12 FOOT CHAIN LINK FENCE 9 GAUGE	LF	\$ 18.00
23	12 FOOT CHAIN LINK FENCE 6 GAUGE	LF	\$ 27.00
24	16 FOOT CHAIN LINK FENCE 11 GAUGE	LF	\$ 19.50
25	16 FOOT CHAIN LINK FENCE 9 GAUGE	LF	\$ 22.00
26	16 FOOT CHAIN LINK FENCE 6 GAUGE	LF	\$ 33.00
27	72" DOUBLE DRIVE GATE - 5 FOOT 11 GAUGE	EA	\$ 250.00
28	72" DOUBLE DRIVE GATE - 5 FOOT 9 GAUGE	EA	\$ 280.00
29	72" DOUBLE DRIVE GATE - 5 FOOT 6 GAUGE	EA	\$ 450.00
30	72 INCH WALK GATE - 5 FOOT 11 GAUGE	EA	\$ 165.00
31	72 INCH WALK GATE - 5 FOOT 9 GAUGE	EA	\$ 190.00

32	72 INCH WALK GATE - 5 FOOT 6 GAUGE	EA	\$ 280.00
33	42 INCH CHAIN LINK WIDE PEDESTRIAN GATE 11 GAUGE	EA	\$ 90.00
34	42 INCH CHAIN LINK WIDE PEDESTRIAN GATE 9 GAUGE	EA	\$ 100.00
35	42 INCH CHAIN LINK WIDE PEDESTRIAN GATE 6 GAUGE	EA	\$ 150.00
36	12' WIDE DOUBLE WING DRIVE GATE 11 GAUGE	EA	\$ 305.00
37	12' WIDE DOUBLE WING DRIVE GATE 9 GAUGE	EA	\$ 335.00
38	12' WIDE DOUBLE WING DRIVE GATE 6 GAUGE	EA	\$ 500.00
39	MOW CURB-12" WIDE. 6" DEPTH WITH -1 EACH # 4 REBAR. POST SET ON CENTER OF MOW CURB. 4500 p.s.i. CONCRETE.	LF	\$ 13.00

LOT B

ITEM NUMBER	ITEM DESCRIPTION	UNIT	UNIT PRICE
	IRON FENCE		
40	(STYLE) MONTAGE PLUS 3/4 INCH PICKET 6 FOOT X 12 FOOT IRON FENCE	LF	\$ 30.00
41	(STYLE) MONTAGE PLUS 1 INCH PICKET 6 FOOT X 12 FOOT IRON FENCE	LF	\$ 44.00
42	(STYLE) MONTAGE PLUS 3/4 INCH PICKET 6 FOOT TALL X 12 FOOT WIDE DOUBLE SWING GATES IRON FENCE	LF	\$ 2,050.00
43	(STYLE) MONTAGE PLUS 1 INCH PICKET 6 FOOT TALL X 12 FOOT WIDE DOUBLE SWING GATES IRON FENCE	LF	\$ 3,100.00

LOT C

ITEM NUMBER	ITEM DESCRIPTION	UNIT	UNIT PRICE
	POST, CABLE AND MISCELLANEOUS ITEMS		
44	REGULAR TENSION BAND, 1 7/8", 14 GA X 3/4", PRESSED STEEL, GALVANIZED, MASTER HALCO # 10103, OR EQUAL	EA	\$.25
45	REGULAR TENSION BAND, 2 3/8", 14 GA X 3/4", PRESSED STEEL, GALVANIZED, MASTER HALCO # 10104, OR EQUAL	EA	\$.31
46	REGULAR TENSION BAND, 2 7/8", 14 GA X 3/4", PRESSED STEEL, GALVANIZED, MASTER HALCO # 10105, OR EQUAL	EA	\$.39

47	REGULAR TENSION BAND, 1 7/8", 12 GA X 3/4", PRESSED STEEL, GALVANIZED, MASTER HALCO # 10303, OR EQUAL	EA	\$.27
48	REGULAR TENSION BAND, 2 3/8", 12 GA X 3/4", PRESSED STEEL, GALVANIZED, MASTER HALCO # 10304, OR EQUAL	EA	\$.34
49	REGULAR TENSION BAND, 2 7/8", 12 GA X 3/4", PRESSED STEEL, GALVANIZED, MASTER HALCO # 10305, OR EQUAL	EA	\$.46
50	TOP RAIL-END CAP (ONE HOLE), 1 5/8" PRESSED STEEL, GALVANIZED, MASTER HALCO # 12506 OR EQUAL	EA	\$ 1.16
51	TOP RAIL-END CAP (TWO HOLE), 1 5/8" PRESSED STEEL, GALVANIZED, MASTER HALCO # 12507 OR EQUAL	EA	\$ 1.51
52	STANDARD LINE POST TOP CAP WITH LOOP, 1 7/8" X 1 5/8", PRESSED STEEL, GAL. MASTER HALCO # 12253, OR EQUAL	EA	\$ 1.37
53	THREADED TRUSS ROD W/NUT, 3/8" DIA., 12 FOOT GAL. MASTER HALCO # 17903, OR EQUAL	EA	\$ 3.30
54	180 DEG. INDUSTRIAL HINGE, 2 7/8" X 1 5/8" OR 1 7/8", PRESSED STEEL, GAV MASTER HALCO # 15603, OR EQUAL	EA	\$ 7.25
55	FLAT TENSION BAR 3/16" X 3/4", 70" GAL MASTER HALCO # 13705 OR EQUAL	EA	\$ 2.86
56	SMOOTH TENSION WIRE 11 GA, .85 ZINC COATING, MASTER HALCO # 23521, OR EQUAL	EA	\$.048
57	72", 2 "-11 GA, GBW CHAIN LINK FENCE FABRIC, BARB/KNUCKLE, MASTER HALCO # 55612 OR EQUAL	EA	\$ 2.06
58	LINE POST, 1 7/8" O.D. 8'-6", DQ 40, GAV, MASTER HALCO # 33057, OR EQUAL	EA	\$ 15.00
59	CORNER POST, 2 3/8" O.D., 8'-6", DQ 40 GALV. MASTER HALCO # 33078, OR EQUAL	EA	\$ 20.95
60	GATE POST, 2 7/8" O.D. 9' DQ 40 GALV. MASTER HALCO # 33078, OR EQUAL	EA	\$ 32.00
61	TOP RAIL, 1 5/8" X 21' DQ 40, PE GALV. MASTER HALCO # 33005, OR EQUAL	EA	\$ 29.05

62	TOP RAIL SLEEVE, 1 5/8" X 6" GALV. MASTER HALCO # 12602, OR EQUAL	EA	\$ 1.09
63	CAP, POST, 2 3/8", PRESSED STEEL, GALV. MASTER HALCO # 11604, OR EQUAL	EA	\$ 1.27
64	CAP, POST, 2 7/8" PRESSED STEEL, GALV. MASTER HALCO # 11605	EA	\$ 1.80
65	HOG RINGS, STEEL, 9 GAL, CLASS 3 .90 ZINC COATING, MASTER HALCO # 23602, OR EQUAL	EA	\$.015
66	FENCE TIES, ALUMINUM, 9 GALV., 8 1/4" MASTER HALCO # 23553, OR EQUAL	EA	\$.073
LOT D			
ITEM NUMBER	ITEM DESCRIPTION	UNIT	UNIT PRICE
	POST, CABLE AND MISCELLANEOUS ITEMS		
67	TEMPORARY FENCING 6' X 12'	LF	\$ 1.00
68	TEMPORARY FENCING 8' X 12'	LF	\$ 1.15
69	PED-RAILS	LF	\$ 1.00

Total Bid Amount:

\$ 110,118.91

NOTE: EXCEPTIONS TO BID **THIS FORM IS MANDATORY-FAILURE TO COMPLETE THIS FORM IS CAUSE FOR REJECTION.**

This is a sealed Invitation to Bid (ITB) and negotiation of specifications or other terms and conditions typically are not permitted at, or after, Bid Opening. The Respondent must list on a separate sheet of paper any exceptions to the conditions of this Invitation to Bid. This sheet must be labeled, "Exceptions to Bid Conditions", and must be attached to the Bid Submittal Forms. If no exceptions are stated, it will be understood that all terms, conditions and specifications will be complied with, without exception. ANY EXCEPTIONS MAY BE CONSIDERED MATERIAL AND BE CAUSE FOR REJECTION.

Delivery Time: _____

Payment Terms: _____ Percent _____ Days

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1583 – Citywide Fencing
EXHIBIT B
OFFER STATEMENT AND BUSINESS INFORMATION**

This Bid is submitted in response to BID B-1583 – Citywide Fencing and constitutes an offer by this company to enter into a contract as described herein.

Jason Plichta	The Tiberti Fence Company
AUTHORIZED SIGNATURE NAME (TYPE OR PRINT)	LEGAL NAME OF RESPONDENT

Director of Operations	702-382-7070	702-220-7070
TITLE	TELEPHONE NUMBER	FAX NUMBER

4975 Rogers Street

ADDRESS OF RESPONDENT

Las Vegas	Nevada	89118
CITY	STATE	ZIP CODE

E-MAIL ADDRESS: jplichta@tiberti.com

CNLV-BUSINESS LICENSE NO: 100219358

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

ADDENDA ACKNOWLEDGED

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

FOR INFORMATIONAL PURPOSES ONLY
 Is this Respondent a Minority, Women or Disabled Veteran Business Enterprise?
 No Yes If YES specify MBE WBE DVBE

Has this Respondent been certified as a Minority, Women or Disabled Veteran Business Enterprise?
 No Yes If YES specify Certifying Agency _____
 Please attach a copy of your certification.

CLARK COUNTY BUSINESS LICENSE

MULTI-JURISDICTIONAL ID 1002191358
LICENSE NUMBER: 2002015-023-140
LICENSE PERIOD: 08/01/2019 - 10/31/2019

LICENSEE IS AUTHORIZED TO CONDUCT BUSINESS IN THE FOLLOWING JURISDICTIONS:
CLARK COUNTY (Primary)
CITY OF HENDERSON
CITY OF LAS VEGAS
CITY OF NORTH LAS VEGAS

POST IN A CONSPICUOUS PLACE AT THE BUSINESS LOCATION

ISSUED TO:
Tiberi Fence Company
4975 Rogers St
Las Vegas, NV 89118

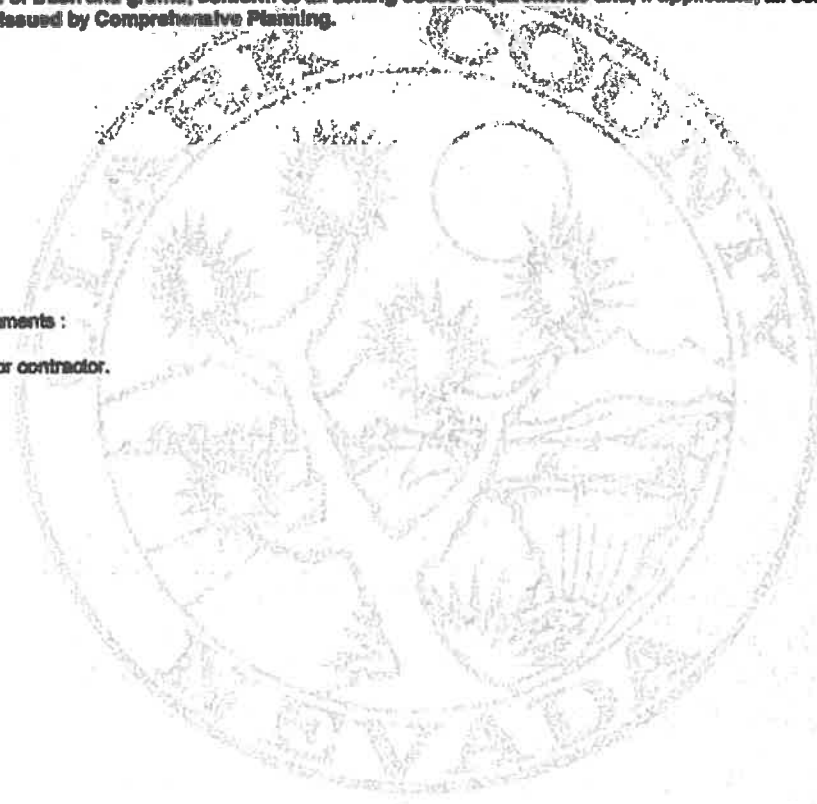
BUSINESS LOCATION ADDRESS:
4975 Rogers St
Las Vegas, NV 89118

TYPE OF LICENSE: Construction - Contractor

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

Current Planning Comments :

M-1 zone. Approved for contractor.



DISCLAIMER

**ISSUANCE OF A BUSINESS LICENSE IS NOT AN ENDORSEMENT OF THE BUSINESS PRACTICE OF THE LICENSEE.
PLEASE SEE REVERSE SIDE FOR ADDITIONAL INFORMATION**

Jacqueline R. Holloway

**JACQUELINE R. HOLLOWAY
DIRECTOR OF BUSINESS LICENSE**

**DEPARTMENT OF BUSINESS LICENSE
500 S GRAND CENTRAL PARKWAY
BOX 551810
LAS VEGAS NV 89155-1810
PHONE: (702) 455-4252**

Southern Nevada Office
2310 Corporate Circle, Suite 200
Henderson, Nevada 89074
(702) 486-1100

Northern Nevada Office
5390 Kietzke Lane, Suite 102
Reno, Nevada 89511
(775) 688-1141

STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that

TIBERTI FENCE COMPANY

Licensed since September 25, 2014

License No. **0004632H**

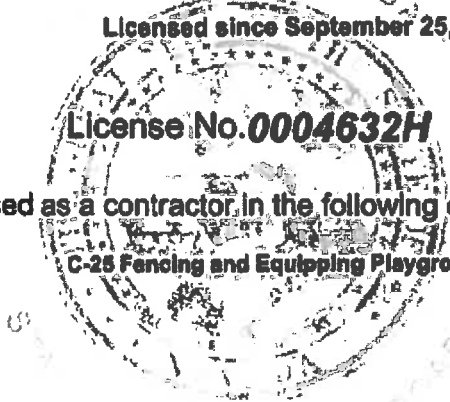
Is duly licensed as a contractor in the following classification(s):

C-25 Fencing and Equipping Playgrounds

LIMIT: **Unlimited**
EXPIRES: **09/30/2020**

PRINCIPALS:

TIBERTI HOLDINGS LLC
RENALDO TIBERTI, Member, QI
PAUL MAFFEY, Manager
MARIO TIBERTI, QI
MARIO TIBERTI, QI



Margaret Cavin
Chair, Nevada State Contractors Board



STATE OF NEVADA CONTRACTORS LICENSE

THIS IS TO CERTIFY THAT THE COMPANY
LISTED BELOW IS LICENSED IN THE STATE OF
NEVADA FOR THE CLASSIFICATION(S) SHOWN:

TIBERTI FENCE COMPANY
806 INDUSTRIAL ROAD
LAS VEGAS, NV 89102

LIC NO
0004632H

EXPIRES:
09/30/2020

LIMIT: Unlimited

Class: C-25

STATE OF NEVADA
STATE CONTRACTORS BOARD
5390 Kietzke Lane, Suite 102, Reno, Nevada 89511
2310 Corporate Circle, Suite 200, Henderson, Nevada 89074

POCKET CARD RE-ORDER FORM

Enclosed is \$ _____ to cover the cost of _____ additional
pocket cards at ten dollars (\$10.00) each.

Firm Name _____

License No. _____

Date: _____ By: _____

TIBERTI FENCE COMPANY
1806 INDUSTRIAL ROAD
LAS VEGAS, NV 89102

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1583 – Citywide Fencing
EXHIBIT C**

QUALIFICATIONS AND EXPERIENCE OF RESPONDENT

Name: The Tiberti Fence Company

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

The Tiberti Fence Company was established in 1955 by J.A. Tiberti and has been the premier fence company in Southern Nevada for more than 64 years. We are a full service fence company specializing in chain link and ornamental iron and as the largest fence company in the state we have a 75,000 square foot materials yard capable of holding enough material to accommodate any size project. Tiberti Fence is known for its stability and commitment to integrity as well as investment in the positive growth of our community. Our long history, pledge to excellence and extensive knowledge of the fence industry results in quality workmanship, performed on schedule and on-budget. Our staff and crew are dedicated to superior performance with a focus on maintaining safe and healthful working environments.

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

Example Contract 1:

Company Name: Clark County Nevada

Company Address: 500 S. Grand Central Parkway, Las Vegas, NV 89155

Point of Contact: Ashley Peterson Phone Number: 702-455-1171

E-Mail Address: _____

Brief Description of Contract Scope: Replace existing fencing fabric (chain link) and associated work/hardware at four ballfields

Term of Contract (Base plus Option Years): _____

Year of Base Contract Award: 8/01/2018 Year Contract Completed: 2019

Base Contract Amount: \$ 441,000.00 Total Contract Amount (including all option years) \$ _____

Did the contract contain a liquidated damages clause? YES NO

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

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1583 – Citywide Fencing
EXHIBIT C – QUALIFICATIONS AND EXPERIENCE OF RESPONDENT (Continued)**

Example Contract 2:

Company Name: Richardson Construction, Inc.
Company Address: 2207 W. Gowan Road, 2nd Floor, North Las Vegas, NV 89032
Point of Contact: Sandra Pena Phone Number: 702-648-3444
E-Mail Address: sandy@rciv.net
Brief Description of Contract Scope: Mountain Edge Adult Ballfield -
Chain link fence and gates around maintenance yard

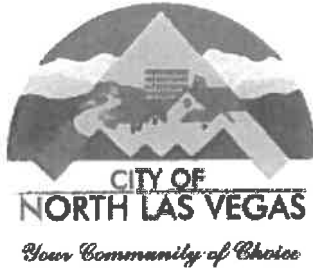
Term of Contract (Base plus Option Years): _____
Year of Base Contract Award: 2017 Year Contract Completed: 2018
Base Contract Amount: \$ 892,346.00 Total Contract Amount (including all option years) \$ _____
Did the contract contain a liquidated damages clause? YES NO
If yes, were damages assessed? YES NO If yes, what was the amount assessed? \$ _____

Example Contract 3:

Company Name: Las Vegas Paving Corporation
Company Address: 4420 S. Decatur Blvd. Las Vegas, NV 89103
Point of Contact: _____ Phone Number: _____
E-Mail Address: _____
Brief Description of Contract Scope: Basic Road Improvements - Pacific Ave. to Boulder Hwy
Fencing, concrete steps, retaining wall

Term of Contract (Base plus Option Years): _____
Year of Base Contract Award: 2019 Year Contract Completed: ongoing
Base Contract Amount: \$ 269,019.95 Total Contract Amount (including all option years) \$ _____
Did the contract contain a liquidated damages clause? YES NO
If yes, were damages assessed? YES NO If yes, what was the amount assessed? \$ _____

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



**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1583- Citywide Fencing
EXHIBIT E- Non-Collusion Affidavit**

State of Nevada County of Clark

Jason Plichta being first duly sworn deposes that:

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

(Signed): [Signature]
Title: Director of Operations

Subscribed and sworn to before me this 9th day of October 2019.

[Signature]
Notary Public

My Commission expires: 8/19/22





CITY OF
NORTH LAS VEGAS

Your Community of Choice

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1583 – Citywide Fencing
EXHIBIT F- Written Certification**

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

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

Jason Plichta -

AUTHORIZED SIGNATURE NAME (TYPE OR PRINT)

The Tiberti Fence Company

LEGAL NAME OF RESPONDENT

AUTHORIZED SIGNATURE

10/09/19

DATE

Director of Operations

TITLE

Mayor
John J. Lee

Council Members
Scott Black
Pamela A. Goynes-Brown
Richard Cherchio
Isaac E. Barron



CITY OF
NORTH LAS VEGAS

New Community of Choice

FINANCE DEPARTMENT

2250 Las Vegas Boulevard, North · Suite 710 · North Las Vegas, Nevada 89030
Telephone: (702) 633-2438 · Fax: (702) 669-3328 · TDD: (800) 326-6868

www.cityofnorthlasvegas.com

City Manager
Ryann Juden

October 3, 2019

**City of North Las Vegas
Bid B1583 - Citywide Fencing
Addendum No. 1**

The deadline for questions for this proposal was 12:00 p.m., Tuesday October 2, 2019. The following are the questions that were received along with the answers to those questions. Also attached is a copy of the sign in roster from the Pre Bid meeting conducted on September 24, 2019. A copy of this addendum must be signed and returned with your proposal.

Question 1. Line Item 4 on the Bid lists Option-B, but no published option. Is this in the ground or to mirror the Clark County Bid of 7x 9 x 3-1/4" Base Plate?

Answer: Yes

Question 2. Line Item 5, is the Double Drive (Entry Gate) twelve feet (12') wide?

Answer: Yes

Question 3. Line Item 6, is the Walk Gate forty two inches (42") wide?

Answer: Yes

Question 4. Line Item 7 & 8, is the Walk Gate forty two inches (42") wide?

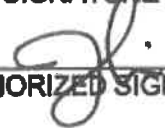
Answer: Yes

Marie Leake
Buyer
Purchasing Department

By signing below, I indicate I have received Addendum No. 1 for Bid B1583 Citywide Fencing and I acknowledge all requirements of this addendum and will submit this signed page with my bid documents.

Jason Plichta

AUTHORIZED SIGNATURE NAME (TYPE OR PRINT LEGAL NAME OF FIRM)


AUTHORIZED SIGNATURE

10/15/19
DATE

Director of Operations
TITLE

702-382-7070
TELEPHONE NUMBER

702-220-7070
FAX NUMBER

4975 Rogers Street
ADDRESS OF FIRM

Las Vegas, NV 89118
CITY, STATE AND ZIP CODE

E-MAIL ADDRESS: jplichta@tibertti.com

EXHIBIT B

Invitation to Bid

Mayor
John J. Lee

City Manager
Ryann Juden



Council Members
Scott Black
Pamela A. Goynes-Brown
Isaac E. Barron
Richard J. Cherchio

Finance Department
Purchasing Division
2250 Las Vegas Boulevard, North · Suite #708 · North Las Vegas, Nevada 89030
Telephone: (702) 633-1463 · Fax: (702) 669-3328 · TDD: (800) 326-6868
www.cityofnorthlasvegas.com

September 18, 2019

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1583 – Citywide Fencing**

Bids will be received electronically only through the Nevada Gov eMarketplace (NGEM) System at www.ngemnv.com until October 15, 2019 at 10:00 A.M. (the "Bid Due Date"), and the bids will be publicly opened and read shortly thereafter in Conference Room 703 inside City Hall at the above listed address.

An optional Pre-Bid Meeting will be held on September 24, 2019 at 10:00 a.m. in the City of North Las Vegas Finance Department in Conference Room #703, 2250 Las Vegas Boulevard North, North Las Vegas, Nevada, 89030. The purpose of this meeting is to discuss the Invitation to Bid requirements and answer any questions or concerns.

All questions or concerns can be submitted electronically in the NGEM System or via e-mail to Tony Danford, Assistant Director, Administrative Services at danforda@cityofnorthlasvegas.com. The cut-off time for all questions is October 2, 2019, at 12:00 p.m. If any questions are received, an addendum will be issued to answer those questions and the addendum will be posted in the NGEM System and will be made available at the City of North Las Vegas Purchasing Web Page at <http://www.cityofnorthlasvegas.com/purchasingbidadvertisements/index.php>.

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



Marie E. Purcell, CMC
Acting City Clerk

Published in the Las Vegas Review Journal
(September 20, 2019)

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1583 – Citywide Fencing**

1. PUBLIC RECORDS:

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

2. PERFORMANCE OF WORK:

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

3. FORM OF CONTRACT:

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

4. ELECTRONIC BID THROUGH NGEM SYSTEM:

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

5. EXPLANATION TO RESPONDENT:

Any explanations desired by Respondent regarding the meaning or interpretation of specifications must be requested in writing and with sufficient time allowed for a reply to reach Respondent before submission of their Bid. Oral explanations given before the award of the contract will not be binding. Any written interpretation made will be furnished to all Respondents and its receipt by the Respondent will be acknowledged. Interpretation of the meaning of the plans, specifications, or other pre-Bid documents will not be binding if presented to any Respondent orally. Every request for such interpretation should be in writing addressed to Tony Danford, Assistant Director, Administrative Services at danforda@cityofnorthlasvegas.com or ATTN: Tony Danford, Assistant Director, Administrative Services, City of North Las Vegas, 2250 Las Vegas Blvd. North, Suite 708, North Las Vegas, NV 89030. Any and all such interpretations and any supplemental instructions deemed necessary will be in the form of a written addendum to the specifications which, if issued, will be mailed or e-mailed to all known prospective Respondents. Failure of any Respondent to receive any such addendum or interpretation shall not relieve such Respondent from any obligation under these Bid documents as submitted. All addenda issued shall become part of the Bid documents.

6. METHOD OF EVALUATION AND AWARD OPTIONS:

The evaluation of this Bid will be conducted by City personnel. The City will award this Bid to the Respondent(s) that submits the lowest responsive and responsible Bid deemed to be in the City's best interest. The City reserves the right to reject all Bids. Pursuant to NRS 332.065(3), the City

shall not enter into a contract with a Respondent to this Bid unless the contract includes the written certification that the company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

7. ASSIGNMENT OF CONTRACTUAL RIGHTS:

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

8. CONDITIONS OF BID SUBMITTAL:

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

9. BID PROTESTS:

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

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

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

10. LICENSES:

All Respondents must provide a copy of all appropriate licenses in accordance with the laws of the

State of Nevada, prior to submission of Bids for this project. Upon award, the successful Respondent will be required to obtain a City of North Las Vegas Business License.

11. PUBLIC OPENING:

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

12. TERM OF THE CONTRACT:

The Contract shall have a term of three years with two one-year extensions possible or as otherwise stated in the Contract.

13. INSURANCE:

Prior to the commencement of the Contract, each successful Respondent must provide properly executed Certificates of Insurance to the City, which shall clearly evidence all insurance required by the City, including a policy or certificate of comprehensive general liability insurance in which the City, its public officials, officers, employees, agents, and volunteers shall be the named insured or be named as an additional insured. In compliance with this provision, the Respondent may file with the City a satisfactory policy providing a minimum \$1,000,000 "blanket coverage" policy or certificate of insurance. Such insurance will be primary and any insurance or self-insurance maintained by the City will apply in excess of, and not contribute with, the insurance required. Required insurance shall not be canceled, allowed to expire, or be materially reduced in coverage until after 30 days' written notice has been given to and approved in writing by, the City Attorney or the City Risk Manager.

The Respondent shall secure, maintain in full force and effect, and bear the cost of the following insurances throughout the duration of the contract:

COMMERCIAL GENERAL LIABILITY

Each Occurrence	\$1,000,000 each occurrence/accident
Products/Completed Operations	\$2,000,000 aggregate
Property Damage	\$1,000,000
Personal/Advertising Injury	\$1,000,000
COMBINED SINGLE LIMIT OF	\$1,000,000
Aggregate of	\$2,000,000

AUTOMOBILE LIABILITY

Bodily Injury - - - - -	\$1,000,000 each accident
Property Damage - - - -	\$1,000,000 each accident

Coverage must include all owned, leased, hired, non-owned and employee non-owned vehicles, where applicable, Personal Injury Protection.

WORKERS' COMPENSATION

Nevada Statutory Requirements

If no employees, then Exhibit D- Affidavit of Rejection of Coverage for Workers' Compensation must be completed and submitted with response to this Bid. The City, or any

of its officers or employees, will not be responsible for any claims or suits in law or equity occasioned by the failure of the successful Respondent to comply with the provisions of this paragraph.

Such insurance shall include the specific coverage set out herein and be written for NOT LESS THAN the limits of liability and coverage provided in the "Insurance Service Office", or required by law and other governing agencies, whichever is greater. The cost of this insurance shall be deemed included in the Bid prices and no additional compensation will be made.

In addition, the Respondent shall furnish evidence of a commitment by the insurance company to notify the City by registered mail of the expiration or cancellation of the insurance policies required not less than 30 days before the expiration or cancellation is effective.

14. INDEMNITY:

The successful Respondent agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from any and all liabilities, causes of action, claims, damages, losses, expenses, proceedings, actions, judgements, reasonable attorneys' fees, and court costs which the City suffers or its officers, agents, or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of Respondent, its subcontractors, agents, and employees, in the fulfillment or performance of the work described herein until such time as the applicable statutes of limitation expire.

15. PROVISIONS PROVIDED BY LAW:

Each and every provision and clause required by law to be inserted in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract forthwith shall be physically amended to make such insertion or correction. The Respondent's attention is directed to the fact that all applicable city, county, state, and federal laws, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the Contract throughout its duration and such laws, rules, and regulations will be deemed to be included in the Contract the same as though they had been written out in full herein.

16. ADDENDA INTERPRETATIONS:

If it becomes necessary to revise any part of this Bid, a written or electronic addendum will be provided publicly. The City is not bound by any oral clarifications changing the scope of work for this project.

17. CANCELLATION OF CONTRACT:

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

18. TERMINATION FOR CONVENIENCE:

The City shall have the right at any time to terminate further performance of the Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the Respondent, specifying the extent and effective date of the termination. On the effective date of the termination, the successful Respondent shall terminate all work and take all reasonable actions to mitigate expenses. The successful Respondent shall submit a written request for incurred costs for services performed through the date of termination within 30 days of the date of termination. All requests for reimbursement of incurred costs shall include substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the successful Respondent, thirty days after receipt of a correct, adequately documented written request. The City's sole liability under this Paragraph is for payment of the costs

for the services requested by the City and actually performed by the successful Respondent.

19. TAXES:

The City is exempt from state, retail, and federal excise taxes. The Bid price must be net, exclusive of taxes.

20. EXCEPTIONS:

Each Respondent must list on a separate document any exceptions to specifications and attach it to their Bid. Exceptions, deviations, or contingencies requested in Respondent's bid response, while possibly necessary in the view of the Respondent, may result in lower scoring or disqualification of a Bid response.

21. FISCAL FUNDING OUT:

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

22. LIMITATION OF FUNDING:

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

23. ESCALATION:

Prices may not be increased during the first two years of the contract. If the awarded vendor requires a price increase at the end of the first two-year period or prior to entering any extension if so entered by the City, the vendor must request the price increase in writing to the City 90 days in advance and the City must concur.

24. AUDIT OF RECORDS:

(a) The successful Respondent agrees to maintain financial records pertaining to all matters relative to this Bid in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Bid for a period of three (3) years after completion of this Bid and any subsequent extensions thereof. All records subject to audit findings shall be retained for three (3) years after such findings have been resolved. In the event the successful Respondent goes out of existence, the successful Respondent shall turn over to the City all of its records relating to this Bid. The successful Respondent agrees to give the City access to records immediately upon request.

(b) The successful Respondent agrees to permit the City or the City's designated representative(s) to inspect and audit its records and books relative to this Bid at any time during normal business hours and under reasonable circumstances and to copy and/or transcribe any information concerning successful Respondent's operation hereunder, at the City's discretion. The successful Respondent further understands and agrees that said inspection and audit would be exercised upon written notice. If the successful Respondent or its records and books are not located within Clark County, Nevada, and in the event of an inspection and audit, successful Respondent agrees to deliver the records and books or have the records and books delivered to the City or the City's designated representative(s) at an address within the City as designated by the City. If the City or the City's designated representative(s) finds that the records and books delivered by the successful Respondent are incomplete, the successful Respondent agrees to pay the City's or the City's representative(s)' costs to travel (including travel, lodging, meals, and other related expenses) to the successful Respondent's offices to inspect, audit, retrieve, copy and/or transcribe the complete records and books. The successful Respondent further agrees to permit the City or the City's designated representatives to inspect and audit, as deemed

necessary, all records of this project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the City.

- (c) If, at any time during the term of this Bid, or at any time after the expiration or termination of the Bid, the City or the City's designated representative(s) finds the dollar liability is less than payments made by the City to the successful Respondent, the successful Respondent agrees that the difference shall be either: (i) repaid immediately by the successful Respondent to the City or (ii) at the City's option, credited against any future billings due the successful respondent.
- (d) The successful Respondent must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order; however, if the City decides that the facts justify, the City may receive and act upon an invoice submitted before final payment of the Bid.
- (e) The successful Respondent shall provide current, complete, and accurate documentation to the City in support of any equitable adjustment. Failure to provide adequate documentation, within a reasonable time after a request from the City will be deemed a waiver of the successful respondent's right to dispute.

25. INDEPENDENT CONTRACTOR:

In the performance of services under the Contract, the successful Respondent and any other persons employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The City shall hold the successful respondent company ("Company") as the sole responsible party for the performance of the Contract. The Respondent shall maintain complete control over its employees. Nothing contained in this Invitation to Bid, the Contract, or awarded by the City shall create a partnership, joint venture, or agency. Party shall have the right to obligate or bind the other party in any manner to any third party. The Contract may not be subcontracted.

26. COMPANY PERSONNEL:

The successful Respondent is solely responsible for the supervision and control of its staff performing work under the Contract; however, the City reserves the right to request removal from its premises the successful Respondent's "on site" staff personnel for just cause, and the successful Respondent shall take reasonable action to comply with the request. Upon award of the Contract, a listing of all personnel authorized to participate in the awarded program shall be submitted and included as part of the executed agreement.

27. KEY PERSONNEL:

The City designates Tony Danford, Assistant Director, Administrative Services, as the responsible party for managing this Invitation to Bid. He can be reached at 702-633-1463 or at danforda@cityofnorthlasvegas.com and is available Monday through Thursday from 8:00 a.m. to 4:00 p.m. The City also designates John Runiks, Infrastructure Manager, as the project manager for this service. He can be contacted at 702-633-1267 or at runiks@cityofnorthlasvegas.com and is available Monday through Thursday from 5:30 a.m. to 3:00 p.m.

The cutoff date for any questions regarding this is October 2, 2019, at 12:00 p.m. Pacific Standard Time. Any questions submitted beyond this cut off time will not be answered.

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1583 – Citywide Fencing**

DEFINITIONS

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

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

City - the City of North Las Vegas.

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

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

City Council - the legislative body that governs the city.

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

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

City Staff - any person currently employed by the City.

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

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

Key Personnel - defined City employees listed in Paragraph 27.

Pre-Bid Conference – a meeting that Respondent may attend to have the project requirements defined. This allows the Respondent to ask questions necessary to enable Respondent to provide a bid.

Nevada Public Records Law – as defined in NRS Chapter 239.

Purchasing Department – Department that reviews the bids for compliance to specifications, reviews the pricing, and awards the bid to the most responsive and responsible Respondent.

Recommendation of Award Notification – notification to the general public the City has recommended a Respondent who has been selected based on having the best bid/proposal by meeting the Criteria listed in the bid/Proposal documents. This Recommendation of Award goes to the City Council and upon City Council approval will be selected to fulfill the requirements as outlined in the bid.

Representative – person who represents a company and compiles questions to enable the company to submit a bid that accurately identifies the City's requirements.

Respondent – Vendor who offers the requested product or service to the City on the official bid document.

Subcontractor – a person who, or business that, contracts to provide some service or material necessary for the performance of another's contract.

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1583 – Citywide Fencing**

SCOPE OF WORK

1. Scope of Work/Contractor Responsibilities:

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

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

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

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1583 – Citywide Fencing**

EXHIBIT LISTING

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

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

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

Exhibit C – Qualifications and Experience of Respondent

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

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

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

**CITY OF NORTH LAS VEGAS
 INVITATION TO BID
 BID B-1583 – Citywide Fencing
 EXHIBIT A
 BID SUBMITTAL SHEET**

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

32	72 INCH WALK GATE - 5 FOOT 6 GAUGE	EA	\$
33	42 INCH CHAIN LINK WIDE PEDESTRIAN GATE 11 GAUGE	EA	\$
34	42 INCH CHAIN LINK WIDE PEDESTRIAN GATE 9 GAUGE	EA	\$
35	42 INCH CHAIN LINK WIDE PEDESTRIAN GATE 6 GAUGE	EA	\$
36	12' WIDE DOUBLE WING DRIVE GATE 11 GAUGE	EA	\$
37	12' WIDE DOUBLE WING DRIVE GATE 9 GAUGE	EA	\$
38	12' WIDE DOUBLE WING DRIVE GATE 6 GAUGE	EA	\$
39	MOW CURB-12" WIDE. 6" DEPTH WITH -1 EACH # 4 REBAR. POST SET ON CENTER OF MOW CURB. 4500 p.s.i. CONCRETE.	LF	\$
LOT B			
ITEM NUMBER	ITEM DESCRIPTION	UNIT	UNIT PRICE
	IRON FENCE		
40	(STYLE) MONTAGE PLUS 3/4 INCH PICKET 6 FOOT X 12 FOOT IRON FENCE	LF	\$
41	(STYLE) MONTAGE PLUS 1 INCH PICKET 6 FOOT X 12 FOOT IRON FENCE	LF	\$
42	(STYLE) MONTAGE PLUS 3/4 INCH PICKET 6 FOOT TALL X 12 FOOT WIDE DOUBLE SWING GATES IRON FENCE	LF	\$
43	(STYLE) MONTAGE PLUS 1 INCH PICKET 6 FOOT TALL X 12 FOOT WIDE DOUBLE SWING GATES IRON FENCE	LF	\$
LOT C			
ITEM NUMBER	ITEM DESCRIPTION	UNIT	UNIT PRICE
	POST, CABLE AND MISCELLANEOUS ITEMS		
44	REGULAR TENSION BAND, 1 7/8", 14 GA X 3/4", PRESSED STEEL, GALVANIZED, MASTER HALCO # 10103, OR EQUAL	EA	\$
45	REGULAR TENSION BAND, 2 3/8", 14 GA X 3/4", PRESSED STEEL, GALVANIZED, MASTER HALCO # 10104, OR EQUAL	EA	\$
46	REGULAR TENSION BAND, 2 7/8", 14 GA X 3/4", PRESSED STEEL, GALVANIZED, MASTER HALCO # 10105, OR EQUAL	EA	\$

47	REGULAR TENSION BAND, 1 7/8", 12 GA X 3/4", PRESSED STEEL, GALVANIZED, MASTER HALCO # 10303, OR EQUAL	EA	\$
48	REGULAR TENSION BAND, 2 3/8", 12 GA X 3/4", PRESSED STEEL, GALVANIZED, MASTER HALCO # 10304, OR EQUAL	EA	\$
49	REGULAR TENSION BAND, 2 7/8", 12 GA X 3/4", PRESSED STEEL, GALVANIZED, MASTER HALCO # 10305, OR EQUAL	EA	\$
50	TOP RAIL-END CAP (ONE HOLE), 1 5/8" PRESSED STEEL, GALVANIZED, MASTER HALCO # 12506 OR EQUAL	EA	\$
51	TOP RAIL-END CAP (TWO HOLE), 1 5/8" PRESSED STEEL, GALVANIZED, MASTER HALCO # 12507 OR EQUAL	EA	\$
52	STANDARD LINE POST TOP CAP WITH LOOP, 1 7/8" X 1 5/8", PRESSED STEEL, GAL. MASTER HALCO # 12253, OR EQUAL	EA	\$
53	THREADED TRUSS ROD W/NUT, 3/8" DIA., 12 FOOT GAL. MASTER HALCO # 17903, OR EQUAL	EA	\$
54	180 DEG. INDUSTRIAL HINGE, 2 7/8" X 1 5/8" OR 1 7/8", PRESSED STEEL, GAV MASTER HALCO # 15603, OR EQUAL	EA	\$
55	FLAT TENSION BAR 3/16" X 3/4", 70" GAL MASTER HALCO # 13705 OR EQUAL	EA	\$
56	SMOOTH TENSION WIRE 11 GA, .85 ZINC COATING, MASTER HALCO # 23521, OR EQUAL	EA	\$
57	72", 2 "-11 GA, GBW CHAIN LINK FENCE FABRIC, BARB/KNUCKLE, MASTER HALCO # 55612 OR EQUAL	EA	\$
58	LINE POST, 1 7/8" O.D. 8'-6", DQ 40, GAV, MASTER HALCO # 33057, OR EQUAL	EA	\$
59	CORNER POST, 2 3/8" O.D., 8'-6", DQ 40 GALV. MASTER HALCO # 33078, OR EQUAL	EA	\$
60	GATE POST, 2 7/8" O.D. 9' DQ 40 GALV. MASTER HALCO # 33078, OR EQUAL	EA	\$
61	TOP RAIL, 1 5/8" X 21' DQ 40, PE GALV. MASTER HALCO # 33005, OR EQUAL	EA	\$

62	TOP RAIL SLEEVE, 1 5/8" X 6" GALV. MASTER HALCO # 12602, OR EQUAL	EA	\$
63	CAP, POST, 2 3/8", PRESSED STEEL, GALV. MASTER HALCO # 11604, OR EQUAL	EA	\$
64	CAP, POST, 2 7/8" PRESSED STEEL, GALV. MASTER HALCO # 11605	EA	\$
65	HOG RINGS, STEEL, 9 GAL, CLASS 3 .90 ZINC COATING, MASTER HALCO # 23602, OR EQUAL	EA	\$
66	FENCE TIES, ALUMINUM, 9 GALV., 8 1/4" MASTER HALCO # 23553, OR EQUAL	EA	\$
LOT D			
ITEM NUMBER	ITEM DESCRIPTION	UNIT	UNIT PRICE
	POST, CABLE AND MISCELLANEOUS ITEMS		
67	TEMPORARY FENCING 6' X 12'	LF	\$
68	TEMPORARY FENCING 8' X 12'	LF	\$
69	PED-RAILS	LF	\$

Total Bid Amount: \$ _____

NOTE: EXCEPTIONS TO BID **THIS FORM IS MANDATORY-FAILURE TO COMPLETE THIS FORM IS CAUSE FOR REJECTION.**

This is a sealed Invitation to Bid (ITB) and negotiation of specifications or other terms and conditions typically are not permitted at, or after, Bid Opening. The Respondent must list on a separate sheet of paper any exceptions to the conditions of this Invitation to Bid. This sheet must be labeled, "Exceptions to Bid Conditions", and must be attached to the Bid Submittal Forms. If no exceptions are stated, it will be understood that all terms, conditions and specifications will be complied with, without exception. ANY EXCEPTIONS MAY BE CONSIDERED MATERIAL AND BE CAUSE FOR REJECTION.

Delivery Time: _____

Payment Terms: _____ Percent _____ Days

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1583 – Citywide Fencing
EXHIBIT C – QUALIFICATIONS AND EXPERIENCE OF RESPONDENT (Continued)**

Example Contract 2:

Company Name: _____

Company Address: _____

Point of Contact: _____ Phone Number: _____

E-Mail Address: _____

Brief Description of Contract Scope: _____

Term of Contract (Base plus Option Years): _____

Year of Base Contract Award: _____ Year Contract Completed: _____

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

Did the contract contain a liquidated damages clause? YES NO

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

Example Contract 3:

Company Name: _____

Company Address: _____

Point of Contact: _____ Phone Number: _____

E-Mail Address: _____

Brief Description of Contract Scope: _____

Term of Contract (Base plus Option Years): _____

Year of Base Contract Award: _____ Year Contract Completed: _____

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

Did the contract contain a liquidated damages clause? YES NO

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

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

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1583 – Citywide Fencing
EXHIBIT D – AFFIDAVIT OF REJECTION OF COVERAGE
FOR WORKERS’ COMPENSATION
UNDER NRS 616B.627 AND NRS 617.210**

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

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

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

Signed this _____ day of _____, 20_____.

Signature _____

State of _____

County of _____

Signed and sworn to (or affirmed) before me on this _____ day of _____, 20_____.

by _____ (name of person making statement).

Notary Signature _____

STAMP AND SEAL



**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1583– Citywide Fencing
EXHIBIT E- Non-Collusion Affidavit**

State of _____ County of _____

_____ being first duly sworn deposes that:

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

(Signed): _____
Title:

Subscribed and sworn to before me this _____ day of _____ 201__.

Notary Public

My Commission expires: _____



**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1583 – Citywide Fencing
EXHIBIT F- Written Certification**

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

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

AUTHORIZED SIGNATURE NAME (TYPE OR PRINT)

LEGAL NAME OF RESPONDENT

AUTHORIZED SIGNATURE

DATE

TITLE

Mayor
John J. Lee

City Manager
Ryann Juden

Council Members
Scott Black
Pamela A. Goynes-Brown
Isaac E. Barron
Richard J. Cherchio



Finance Department
2250 Las Vegas Boulevard, North · Suite 708 · North Las Vegas, Nevada 89030
Telephone: (702) 633-1463 · TDD: (800) 326-6868
www.cityofnorthlasvegas.com

November 18, 2019

**City of North Las Vegas
BID 1583 – Citywide Fencing
Recommendation of Award**

The Tiberti Fence Company is being recommended for Award of this RFP. Respondents have five (5) business days from the date of this notification to submit a protest. Any protest submitted on this recommendation of award must be received in the Office of the City Clerk, 2250 Las Vegas Boulevard, Suite 800, North Las Vegas, NV 89030, no later than November 26, 2019, 5:00 p.m., Pacific Time and be in accordance with the following protest procedure:

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

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

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



Marie Leake
Buyer

CLARK COUNTY BUSINESS LICENSE

MULTI-JURISDICTIONAL ID 1002191358
LICENSE NUMBER: 2002015-023-140
LICENSE PERIOD: 11/01/2019 - 04/30/2020

LICENSEE IS AUTHORIZED TO CONDUCT BUSINESS IN THE
FOLLOWING JURISDICTIONS:

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

POST IN A CONSPICUOUS PLACE AT THE BUSINESS LOCATION

ISSUED TO:

Tiberti Fence Company
4975 Rogers St
Las Vegas, NV 89118

BUSINESS LOCATION ADDRESS:

4975 Rogers St
Las Vegas, NV 89118

TYPE OF LICENSE: Construction - Contractor

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

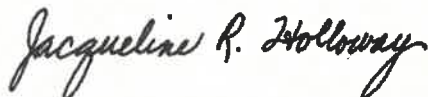
Current Planning Comments :

M-1 zone. Approved for contractor.

DISCLAIMER

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

PLEASE SEE REVERSE SIDE FOR ADDITIONAL INFORMATION



JACQUELINE R. HOLLOWAY
DIRECTOR OF BUSINESS LICENSE

DEPARTMENT OF BUSINESS LICENSE

500 S GRAND CENTRAL PARKWAY
BOX 551610

LAS VEGAS NV 89155-1810
PHONE: (702) 455-4252

MULTI-JURISDICTIONAL ID 1002191358
LICENSE NUMBER: 2002015-023-140
LICENSE PERIOD: 11/01/2019 - 04/30/2020

<u>Receipt Number</u>	<u>Date Paid</u>	<u>Reference Number</u>
282282000	10/29/2019	40874

FEE:	425.00
PENALTY:	
OTHER:	
TOTAL AMOUNT:	425.00

PLEASE NOTE:

Clark County Code 6.04.090(i) The director and any other officer designated by the director shall have the power and authority to enter any store, building or other place in which such business is being conducted at any time during the business hours and have the access to inspect the business for the purpose of ascertaining compliance with the provisions of the Clark County Code and any applicable franchise agreements.

Clark County Code 6.08.090(b) The director and any other officer designated by the director shall have the power and authority to enter any store, building or other place in which such business is being conducted at any time during the business hours and have the access to the books and records of such business for the purpose of ascertaining payment of license fees and compliance with the provisions of the Clark County Code and application franchise agreements.

A RENEWAL BILLING FOR EACH LICENSE WILL BE SENT PRIOR TO THE EXPIRATION DATE, HOWEVER THE FAILURE TO RECEIVE THIS NOTIFICATION DOES NOT WAIVE PAYMENT NOR THE ENFORCEMENT OF PENALTIES IF PAID AFTER DUE DATES.

IF YOU HAVE MOVED THE LOCATION OF YOUR BUSINESS, MADE A CHANGE OF NAME OR OWNERSHIP, PLEASE NOTIFY THE DEPARTMENT OF BUSINESS LICENSE IMMEDIATELY AS IT EFFECTS THE VALIDIFY OF THIS LICENSE.

**Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A.** in the performance of your ongoing operations subject to such **written contract**; or
 - B.** in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. the **written contract** requires you to provide the additional insured such coverage; and
 - 2. this **coverage part** provides such coverage.

II. But if the **written contract** requires:

- A.** additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B.** additional insured coverage with "arising out of" language; or
- C.** additional insured coverage to the greatest extent permissible by law;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

- A.** coverage broader than required by the **written contract**; or
- B.** a higher limit of insurance than required by the **written contract**.

IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:

- A.** the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
- B.** any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

CNA75079XX (10-16)

Page 1 of 2

The Continental Insurance Co.

Insured Name: THE TIBERTI COMPANY LLC

Policy No: 5082910357

Endorsement No: 4

Effective Date: 01/01/2020



**Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement****Primary and Noncontributory Insurance**

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:**

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS is amended to add the following definition:**

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury** or **property damage**; or
 2. the offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (10-16)

Page 2 of 2

The Continental Insurance Co.

Insured Name: THE TIBERTI COMPANY LLC

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Policy No: 5082910357

Endorsement No: 4

Effective Date: 01/01/2020



Contractors' General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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7. Contractual Liability - Railroads
8. Electronic Data Liability
9. Estates, Legal Representatives and Spouses
10. Expected Or Intended Injury – Exception for Reasonable Force
11. General Aggregate Limits of Insurance – Per Project
12. In Rem Actions
13. Incidental Health Care Malpractice Coverage
14. Joint Ventures/Partnership/Limited Liability Companies
15. Legal Liability – Damage To Premises / Alienated Premises / Property In The Named Insured's Care, Custody or Control
16. Liquor Liability
17. Medical Payments
18. Non-owned Aircraft Coverage
19. Non-owned Watercraft
20. Personal And Advertising Injury – Discrimination or Humiliation
21. Personal And Advertising Injury - Contractual Liability
22. Property Damage - Elevators
23. Supplementary Payments
24. Unintentional Failure To Disclose Hazards
25. Waiver of Subrogation – Blanket
26. Wrap-Up Extension: OCIP CCIP, or Consolidated (Wrap-Up) Insurance Programs

10020005750829103575730



**Contractors' General Liability Extension Endorsement**

- B.** Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A.** Paragraph **1.b.** is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B.** Paragraph **1.d.** is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the **claim**.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

- A.** The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor



DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: THE TIBERTI COMPANY LLC

Endorsement Effective Date: 01/01/20

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION THAT THE NAMED INSURED IS OBLIGATED TO PROVIDE INSURANCE WHERE REQUIRED BY A WRITTEN CONTRACT OR AGREEMENT IS AN INSURED, BUT ONLY WITH RESPECT TO LEGAL RESPONSIBILITY FOR ACTS OR OMISSIONS OF A PERSON/ORGANIZATION FOR WHOM LIABILITY COVERAGE IS AFFORDED UNDER THIS POLICY

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

Form No: CA 20 48 10 13

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 5; Page: 1 of 1

Policy No: BUA 5082910360

Policy Effective Date: 01/01/20

Policy Page: 56 of 245

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL 60606



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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p>Named Insured: THE TIBERTI COMPANY LLC</p> <p>Endorsement Effective Date: 01/01/20</p>

SCHEDULE
Name(s) Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

Form No: CA 04 44 10 13	Endorsement Effective Date:	Endorsement Expiration Date:	Policy No: BUA 5082910360
Endorsement No: 3; Page: 1 of 1			Policy Effective Date: 01/01/20
Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL 60606			Policy Page: 53 of 245

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

PREMIUM FOR THIS BLANKET WAIVER OF SUBROGATION ENDORSEMENT APPLIES TO ALL OPERATIONS OF THE INSURED AND WILL BE CHARGED AT 2% OF TOTAL MANUAL PREMIUM DEVELOPED FOR THE STATE OF NEVADA. NO MINIMUM CHARGE APPLIES.

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

Endorsement Effective **01/01/20** Policy No. **WLV 5038749 02**
Insured **THE TIBERTI COMPANY LLC**
Insurance Company **INSURANCE COMPANY OF THE WEST**

Endorsement No.
Premium \$ **INCL.**

Countersigned By _____



NOTICE OF CANCELLATION TERMS AND CONDITIONS

Notice of cancellation is a policy right, not an unregulated service. For example, the *insured* can cancel immediately, so it would be impossible for the insurer to give you the notice you request. State law also grants the insurer the right to cancel for reasons such as nonpayment with less notice than you require.

The Insurance Carrier is obligated to mail or deliver written notice of cancellation to the first Named Insured only.

For the reason just cited, if our agency were to issue a certificate that provides the cancellation notice you request, we would do so with the full knowledge that it would be impossible to actually give that amount of notice under certain circumstances. As such, the certificate could be alleged to constitute a misrepresentation or fraud which could subject our agency and staff to serious civil and criminal penalties.

EXHIBIT B

First Amendment

Please see the attached page(s).

**FIRST AMENDMENT TO THE
INSTALLATION, REPAIR, RENTAL AND RECONSTRUCTION OF CHAIN LINK
FENCING, GATE, AND SIMILAR TYPES CITY-WIDE SERVICE AGREEMENT**

This First Amendment to the Installation, Repair, Rental and Reconstruction of Chain Link Fencing, Gate, and Similar Types City-Wide Service Agreement (the “First Amendment”) is effective 03/24/2021 08:17:39 PDT (the “Effective Date”) by and between the City of North Las Vegas, a Nevada municipal corporation (the “City”), and The Tiberti Fence Company, a Nevada corporation (the “Services Provider”). Hereinafter, the City and the Services Provider are jointly referred to as the “Parties”.

RECITALS

WHEREAS, on January 16, 2020, the City and Services Provider entered into an Installation, Repair, Rental and Reconstruction of Chain Link Fencing, Gate, and Similar Types City-Wide Service Agreement (the “Original Agreement”), a copy of which is attached hereto as “Exhibit A” (56 pages);

WHEREAS, the Parties wish to amend the payment terms of the Original Agreement from a not to exceed amount of Two Hundred Twenty-Five Thousand and 00/100 (\$225,000.00) per fiscal year to a not to exceed amount of Four Hundred Thousand Dollars and 00/100 (\$400,000.00) for Fiscal Year 2020-2021 and an amount not to exceed Two Hundred Twenty-Five Thousand and 00/100 (\$225,000.00) for the remaining fiscal years.

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

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

AGREEMENT

1. Section 3 of the Original Agreement shall be deleted and replaced with the following:

“Provider will provide the Services in exchange for payment in the amount of not more than \$400,000.00 for Fiscal Year 2020-2021, which includes all fees for time and labor, overhead materials, equipment, insurance, licenses, and any other costs. Periodic progress billings will be due and payable within 30 days of presentation of invoice, provided that each invoice is complete, correct, and undisputed by the City. The annual not to exceed amount of this Agreement is Two Hundred and Twenty Five Thousand Dollars and 00/100 (\$225,000.00). The total not to exceed amount of this Agreement is One Million Two Hundred and Twenty-Nine Thousand Four Hundred and Ninety-Five Dollars and 00/100 (\$1,229,495.00).”


Year:	Amount:
01/16/20 – 06/30/20	\$ 116,995.00
07/01/20 – 06/30/21	\$ 400,000.00
07/01/21 – 06/30/22	\$ 225,000.00

07/01/22 – 01/15/23	\$ 131,250.00
07/01/23 – 06/30/24 (Renewal Option)	\$ 225,000.00
07/01/24 – 01/15/25 (Renewal Option)	\$ 131,250.00
TOTAL:	\$ 1,229,495.00

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

IN WITNESS WHEREOF, the Services Provider and the City have caused this First Amendment to be executed as of the day and year indicated above.


City of North Las Vegas,
a Nevada municipal corporation

By: 
John Lee, Mayor

The Tiberti Fence Company
a Nevada corporation

By: 
Name: Jason Plichta
Title: Director of Operations

Attest:

By: 
Catherine A. Raynor, MMC, City Clerk

Approved as to Form:

By: 
Micaela Rustia Moore, City Attorney

EXHIBIT A

Original Agreement

Please see the attached page(s).

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement") is made and entered into as of January 16, 2020 (the "Effective Date") by and between the City of North Las Vegas, a political subdivision of the State of Nevada (the "City") and The Tiberti Fence Company, a Nevada Corporation ("Provider").

WITNESSETH:

WHEREAS, the City requires installation, repair, rental and reconstruction of chain link fencing, gate, and similar types City-wide, as more particularly described in Exhibit A (the "Services"); and

WHEREAS, Provider represents that it has the experience, knowledge, labor, and skill to provide the Services in accordance with generally accepted industry standards, and is willing and able to provide the Services.

NOW THEREFORE, in consideration of the above recitals, mutual covenants, and terms and conditions contained herein, the parties hereby covenant and agree to the following:

1. **Scope of Services**

Provider shall perform the Services in accordance with Exhibit A and the terms, conditions and covenants set forth in this Agreement. Any modification to the Services must be specified in a written amendment to this Agreement that sets forth the nature, scope, and payment for the Services as modified by the amendment.

2. **Term**

This Agreement shall commence on the Effective Date and will continue to be in effect for three (3) years (the "Term"), unless earlier terminated in accordance with the terms herein. All Services shall be completed by the end of the Term. If the City determines, in its sole discretion, that Provider has satisfactorily performed its obligations under this Agreement, the City Manager may extend the Term for up to two (2) additional one-year period(s) upon written notice to the Provider.

3. **Compensation**

Provider will provide the Services in exchange for payment in the amount of not more than \$225,000.00 per fiscal year, which includes all fees for time and labor, overhead materials, equipment, insurance, licenses, and any other costs. Periodic progress billings will be due and payable within 30 days of presentation of invoice, provided that each invoice is complete, correct, and undisputed by the City. The annual not to exceed amount of this Agreement is Two

Hundred Twenty-Five Thousand 00//100 (\$225,000.00). The total not to exceed amount of this Agreement is One Million One Hundred Twenty-Five Thousand and 00/100 (\$1,125,000.00).

4. **Termination or Suspension of Services**

4.1 This Agreement may be terminated, in whole or in part, with or without cause, by the City upon thirty (30) days written notice to the Provider. In the event of termination, Provider shall be paid compensation for Services properly performed pursuant to the terms of the Agreement up to and including the termination date. The City shall not be liable for anticipated profits based upon Services not yet performed.

4.2 This Agreement may be terminated by the Provider in the event the City defaults in the due observance and performance of any material term or condition contained herein, and such default is not cured within thirty (30) days after the Provider delivers written notice of such default to the City.

4.3 The City may suspend performance by Provider under this Agreement for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Provider at least ten (10) days prior to the date on which the City will suspend performance. The Provider shall not perform further work under this Agreement after the effective date of the suspension until receipt of written notice from the City to resume performance, and the time period for Provider's performance of the Services shall be extended by the amount of time such performance was suspended.

5. **Provider Representations and Warranties**

5.1 The Provider hereby represents and warrants for the benefit of the City, the following:

5.1.1 Provider is a duly formed validly existing entity and is in good standing pursuant to the laws of the State of Nevada. The Provider is financially solvent, able to pay its debts when due, and possesses sufficient working capital to provide the Services pursuant to this Agreement.

5.1.2 The person executing this Agreement on Provider's behalf has the right, power, and authority to enter into this Agreement and such execution is binding on the Provider.

5.1.3 All Services performed, including deliverables supplied, shall conform to the specifications, drawings, and other descriptions set forth in this Agreement, and shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Provider's profession and in accordance with generally accepted industry standards prevailing at the time the Services are performed, and do not infringe the

intellectual property of a third party. The foregoing representations and warranties are not intended as a limitation, but are in addition to all other terms set forth in this Agreement and such other warranties as are implied by law, custom, and usage of the trade.

6. **Indemnification**

Provider shall defend, indemnify, and hold harmless the City, and its officers, agents, and employees from any liabilities, claims, damages, losses, expenses, proceedings, actions, judgments, reasonable attorneys' fees, and court costs which the City suffers or its officers, agents or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of Provider, its subcontractors, agents, and employees, in performance of this Agreement until such time as the applicable statutes of limitation expire. This section survives default, expiration, or termination of this Agreement or excuse of performance.

7. **Independent Contractor**

Provider, its employees, subcontractors, and agents are independent contractors and not employees of the City. No approval by City shall be construed as making the City responsible for the manner in which Provider performs the Services or for any negligence, errors, or omissions of Provider, its employees, subcontractors, or agents. All City approvals are intended only to provide the City the right to satisfy itself with the quality of the Services performed by Provider. The City acknowledges and agrees that Provider retains the right to contract with other persons in the course and operation of Provider's business and this Agreement does not restrict Provider's ability to so contract.

8. **Confidentiality and Authorizations for Access to Confidential Information**

8.1 Provider shall treat all information relating to the Services and all information supplied to Provider by the City as confidential and proprietary information of the City and shall not permit its release by Provider's employees, agents, or subcontractors to other parties or make any public announcement or release thereof without the City's prior written consent.

9. **Insurance**

9.1 Provider shall procure and maintain at all times during the performance of the Services, at its own expense, the following insurances:

9.1.1 Workers' Compensation Insurance as required by the applicable legal requirements, covering all persons employed in connection with the matters contemplated hereunder and with respect to whom death or injury claims could be asserted against the City or Provider.

9.1.2 Comprehensive General Liability (bodily injury and property damage) insurance in a policy limit of not less than \$1,000,000 for combined single limit per occurrence. Such General Liability insurance policy shall be endorsed as to include the City as an additional insured.

9.1.3 Automobile Liability (bodily injury and property damage) insurance in a policy limit of not less than \$1,000,000 for combined single limit per occurrence. Such Automobile Liability insurance policy shall be endorsed as to include the City as an additional insured.

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

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

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

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

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

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

10. **Notices**

Any notice requiring or permitted to be given under this Agreement shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery or United States mail at the following addresses:

To City: City of North Las Vegas
Attention: Joy Yoshida
2250 Las Vegas Blvd., North
North Las Vegas, Nevada 89030
Phone: 702-633-1745

To Provider: The Tiberti Fence Company
Attention: Jason Plichta, Director of Operations
4975 Rogers Street
Las Vegas, NV 89118
Phone: 702-382-7070

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

11. **Entire Agreement**

This Agreement, together with any attachment, contains the entire Agreement between Provider and City relating to rights granted and obligations assumed by the parties hereto. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect.

12. **Miscellaneous**

12.1 **Governing Law and Venue.** The laws of the State of Nevada and the North Las Vegas Municipal Code govern the validity, construction, performance and effect of this Agreement, without regard to conflicts of law. All actions shall be initiated in the courts of Clark County, Nevada or the federal district court with jurisdiction over Clark County, Nevada.

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

12.3 **Amendment.** This Agreement may be amended or modified only by a writing executed by the City and Provider.

12.4 **Controlling Document.** To the extent any of the terms or provisions in Exhibit A conflict with this Agreement, the terms and provisions of this Agreement shall govern and control. Any additional, different or conflicting terms or provisions contained in Exhibit A or any other written or oral communication from Provider shall not be binding in any way on the City whether or not such terms would materially alter this Agreement, and the City hereby objects thereto.

12.5 Time of the Essence. Time is of the essence in the performance of this Agreement and all of its terms, provisions, covenants and conditions.

12.6 Waiver. No consent or waiver, express or implied, by the Provider or the City of any breach or default by the other in performance of any obligation under the Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party.

12.7 Waiver of Consequential Damages. The City shall not be liable to Provider, its agents, or any third party for any consequential, indirect, exemplary or incidental damages, including, without limitation, damages based on delay, loss of use, lost revenues or lost profits. This section survives default, expiration, or termination of this Agreement.

12.8 Severability. If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto.

12.9 No Fiduciary or Joint Venture. This Agreement is not intended to create, and shall not be deemed to create, any relationship between the parties hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto shall be construed to be the agent, employer, representative, fiduciary, or joint venturer of the other and neither party shall have the power to bind the other by virtue of this Agreement.

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

12.11 Ownership of Documents. Provider shall treat all information related to this Agreement, all information supplied to Provider by the City, and all documents, reconciliations and reports produced pursuant to this Agreement as confidential and proprietary information of the City and shall not use, share, or release such information to any third-party without the City's prior written permission. This section shall survive the termination or expiration of this Agreement.

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

12.13 Public Record. Pursuant to NRS 293.010 and other applicable legal authority, each and every document provided to the City may be a "Public Record" open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not be liable in any way to Provider for the disclosure of any public record

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

12.14 Interpretation. The language of this Agreement has been agreed to by both parties to express their mutual intent. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Preparation of this Agreement has been a joint effort by the City and Provider and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

12.15 Electronic Signatures. The use of facsimile, email, or other electronic medium shall have the same force and effect as original signatures.


12.16 Counterparts. This Agreement may be executed in counterparts and all of such counterparts, taken together, shall be deemed part of one instrument.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City and Provider have executed this Agreement as of the Effective Date.

City of North Las Vegas
a Nevada municipal corporation

The Tiberti Fence Company
a Nevada Corporation

By: 
John J. Lee, Mayor

By: 
Its: Jason Plichta - Director of Operations

ATTEST:

By: 
Catherine A. Raynor, MMC, City Clerk

Approved as to form:

By: 
Micaela Rustia Moore, City Attorney

EXHIBIT A

Services

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1583 – Citywide Fencing
EXHIBIT A
BID SUBMITTAL SHEET**

LOT A			
ITEM NUMBER	ITEM DESCRIPTION	UNIT	INSTALLED PRICE
	CHAIN LINK		
1	72 INCH CHAIN LINK FENCE 11 GAUGE	LF	\$ 10.00
2	72 INCH CHAIN LINK FENCE 9 GAUGE	LF	\$ 12.15
3	72 INCH CHAIN LINK FENCE 6 GAUGE	LF	\$ 18.00
4	72 INCH CHAIN LINK FENCE (OPTION B)	LF	\$ 10.00
5	72 INCH DOUBLE DRIVE GATE	LF	\$ 335.00
6	72 INCH WALK GATE 11 GAUGE	LF	\$ 275.00
7	72 INCH WALK GATE 9 GAUGE	LF	\$ 295.00
8	72 INCH WALK GATE 6 GAUGE	LF	\$ 335.00
9	BARBED WIRE WITH EXTENSIONS ARM	LF	\$ 1.50
10	ADDITIONAL AMOUNT FOR CORNERS	EA	\$ 75.00
11	ADDITIONAL AMOUNT FOR INTERMEDIATE BRACING	EA	\$ 40.00
12	48 INCH CHAIN LINK FENCE 11 GAUGE	LF	\$ 7.75
13	48 INCH CHAIN LINK FENCE 9 GAUGE	LF	\$ 8.15
14	48 INCH CHAIN LINK FENCE 6 GAUGE	LF	\$ 12.50
15	60 INCH CHAIN LINK FENCE 11 GAUGE	LF	\$ 9.00
16	60 INCH CHAIN LINK FENCE 9 GAUGE	LF	\$ 10.40
17	60 INCH CHAIN LINK FENCE 6 GAUGE	LF	\$ 15.50
18	8 FOOT CHAIN LINK FENCE 11 GAUGE	LF	\$ 14.75
19	8 FOOT CHAIN LINK FENCE 9 GAUGE	LF	\$ 16.25
20	8 FOOT CHAIN LINK FENCE 6 GAUGE	LF	\$ 24.50
21	12 FOOT CHAIN LINK FENCE 11 GAUGE	LF	\$ 16.00
22	12 FOOT CHAIN LINK FENCE 9 GAUGE	LF	\$ 18.00
23	12 FOOT CHAIN LINK FENCE 6 GAUGE	LF	\$ 27.00
24	16 FOOT CHAIN LINK FENCE 11 GAUGE	LF	\$ 19.50
25	16 FOOT CHAIN LINK FENCE 9 GAUGE	LF	\$ 22.00
26	16 FOOT CHAIN LINK FENCE 6 GAUGE	LF	\$ 33.00
27	72" DOUBLE DRIVE GATE - 5 FOOT 11 GAUGE	EA	\$ 250.00
28	72" DOUBLE DRIVE GATE - 5 FOOT 9 GAUGE	EA	\$ 280.00
29	72" DOUBLE DRIVE GATE - 5 FOOT 6 GAUGE	EA	\$ 450.00
30	72 INCH WALK GATE - 5 FOOT 11 GAUGE	EA	\$ 165.00
31	72 INCH WALK GATE - 5 FOOT 9 GAUGE	EA	\$ 190.00

32	72 INCH WALK GATE - 5 FOOT 6 GAUGE	EA	\$ 280.00
33	42 INCH CHAIN LINK WIDE PEDESTRIAN GATE 11 GAUGE	EA	\$ 90.00
34	42 INCH CHAIN LINK WIDE PEDESTRIAN GATE 9 GAUGE	EA	\$ 100.00
35	42 INCH CHAIN LINK WIDE PEDESTRIAN GATE 6 GAUGE	EA	\$ 150.00
36	12' WIDE DOUBLE WING DRIVE GATE 11 GAUGE	EA	\$ 305.00
37	12' WIDE DOUBLE WING DRIVE GATE 9 GAUGE	EA	\$ 335.00
38	12' WIDE DOUBLE WING DRIVE GATE 6 GAUGE	EA	\$ 500.00
39	MOW CURB-12" WIDE. 6" DEPTH WITH -1 EACH # 4 REBAR. POST SET ON CENTER OF MOW CURB. 4500 p.s.i. CONCRETE.	LF	\$ 13.00

LOT B

ITEM NUMBER	ITEM DESCRIPTION	UNIT	UNIT PRICE
	IRON FENCE		
40	(STYLE) MONTAGE PLUS 3/4 INCH PICKET 6 FOOT X 12 FOOT IRON FENCE	LF	\$ 30.00
41	(STYLE) MONTAGE PLUS 1 INCH PICKET 6 FOOT X 12 FOOT IRON FENCE	LF	\$ 44.00
42	(STYLE) MONTAGE PLUS 3/4 INCH PICKET 6 FOOT TALL X 12 FOOT WIDE DOUBLE SWING GATES IRON FENCE	LF	\$ 2,050.00
43	(STYLE) MONTAGE PLUS 1 INCH PICKET 6 FOOT TALL X 12 FOOT WIDE DOUBLE SWING GATES IRON FENCE	LF	\$ 3,100.00

LOT C

ITEM NUMBER	ITEM DESCRIPTION	UNIT	UNIT PRICE
	POST, CABLE AND MISCELLANEOUS ITEMS		
44	REGULAR TENSION BAND, 1 7/8", 14 GA X 3/4", PRESSED STEEL, GALVANIZED, MASTER HALCO # 10103, OR EQUAL	EA	\$.25
45	REGULAR TENSION BAND, 2 3/8", 14 GA X 3/4", PRESSED STEEL, GALVANIZED, MASTER HALCO # 10104, OR EQUAL	EA	\$.31
46	REGULAR TENSION BAND, 2 7/8", 14 GA X 3/4", PRESSED STEEL, GALVANIZED, MASTER HALCO # 10105, OR EQUAL	EA	\$.39

47	REGULAR TENSION BAND, 1 7/8", 12 GA X 3/4", PRESSED STEEL, GALVANIZED, MASTER HALCO # 10303, OR EQUAL	EA	\$.27
48	REGULAR TENSION BAND, 2 3/8", 12 GA X 3/4", PRESSED STEEL, GALVANIZED, MASTER HALCO # 10304, OR EQUAL	EA	\$.34
49	REGULAR TENSION BAND, 2 7/8", 12 GA X 3/4", PRESSED STEEL, GALVANIZED, MASTER HALCO # 10305, OR EQUAL	EA	\$.46
50	TOP RAIL-END CAP (ONE HOLE), 1 5/8" PRESSED STEEL, GALVANIZED, MASTER HALCO # 12506 OR EQUAL	EA	\$ 1.16
51	TOP RAIL-END CAP (TWO HOLE), 1 5/8" PRESSED STEEL, GALVANIZED, MASTER HALCO # 12507 OR EQUAL	EA	\$ 1.51
52	STANDARD LINE POST TOP CAP WITH LOOP, 1 7/8" X 1 5/8", PRESSED STEEL, GAL. MASTER HALCO # 12253, OR EQUAL	EA	\$ 1.37
53	THREADED TRUSS ROD W/NUT, 3/8" DIA., 12 FOOT GAL. MASTER HALCO # 17903, OR EQUAL	EA	\$ 3.30
54	180 DEG. INDUSTRIAL HINGE, 2 7/8" X 1 5/8" OR 1 7/8", PRESSED STEEL, GAV MASTER HALCO # 15603, OR EQUAL	EA	\$ 7.25
55	FLAT TENSION BAR 3/16" X 3/4", 70" GAL MASTER HALCO # 13705 OR EQUAL	EA	\$ 2.86
56	SMOOTH TENSION WIRE 11 GA, .85 ZINC COATING, MASTER HALCO # 23521, OR EQUAL	EA	\$.048
57	72", 2 "-11 GA, GBW CHAIN LINK FENCE FABRIC, BARB/KNUCKLE, MASTER HALCO # 55612 OR EQUAL	EA	\$ 2.06
58	LINE POST, 1 7/8" O.D. 8'-6", DQ 40, GAV, MASTER HALCO # 33057, OR EQUAL	EA	\$ 15.00
59	CORNER POST, 2 3/8" O.D., 8'-6", DQ 40 GALV. MASTER HALCO # 33078, OR EQUAL	EA	\$ 20.95
60	GATE POST, 2 7/8" O.D. 9' DQ 40 GALV. MASTER HALCO # 33078, OR EQUAL	EA	\$ 32.00
61	TOP RAIL, 1 5/8" X 21' DQ 40, PE GALV. MASTER HALCO # 33005, OR EQUAL	EA	\$ 29.05

62	TOP RAIL SLEEVE, 1 5/8" X 6" GALV. MASTER HALCO # 12602, OR EQUAL	EA	\$ 1.09
63	CAP, POST, 2 3/8", PRESSED STEEL, GALV. MASTER HALCO # 11604, OR EQUAL	EA	\$ 1.27
64	CAP, POST, 2 7/8" PRESSED STEEL, GALV. MASTER HALCO # 11605	EA	\$ 1.80
65	HOG RINGS, STEEL, 9 GAL, CLASS 3 .90 ZINC COATING, MASTER HALCO # 23602, OR EQUAL	EA	\$.015
66	FENCE TIES, ALUMINUM, 9 GALV., 8 1/4" MASTER HALCO # 23553, OR EQUAL	EA	\$.073
LOT D			
ITEM NUMBER	ITEM DESCRIPTION	UNIT	UNIT PRICE
	POST, CABLE AND MISCELLANEOUS ITEMS		
67	TEMPORARY FENCING 6' X 12'	LF	\$ 1.00
68	TEMPORARY FENCING 8' X 12'	LF	\$ 1.15
69	PED-RAILS	LF	\$ 1.00

Total Bid Amount:

\$ 110,118.91

NOTE: EXCEPTIONS TO BID **THIS FORM IS MANDATORY-FAILURE TO COMPLETE THIS FORM IS CAUSE FOR REJECTION.**

This is a sealed Invitation to Bid (ITB) and negotiation of specifications or other terms and conditions typically are not permitted at, or after, Bid Opening. The Respondent must list on a separate sheet of paper any exceptions to the conditions of this Invitation to Bid. This sheet must be labeled, "Exceptions to Bid Conditions", and must be attached to the Bid Submittal Forms. If no exceptions are stated, it will be understood that all terms, conditions and specifications will be complied with, without exception. ANY EXCEPTIONS MAY BE CONSIDERED MATERIAL AND BE CAUSE FOR REJECTION.

Delivery Time: _____

Payment Terms: _____ Percent _____ Days

CLARK COUNTY BUSINESS LICENSE

MULTI-JURISDICTIONAL ID 1002191358
LICENSE NUMBER: 2002015-023-140
LICENSE PERIOD: 08/01/2019 - 10/31/2019

LICENSEE IS AUTHORIZED TO CONDUCT BUSINESS IN THE
FOLLOWING JURISDICTIONS:
CLARK COUNTY (Primary)
CITY OF HENDERSON
CITY OF LAS VEGAS
CITY OF NORTH LAS VEGAS

POST IN A CONSPICUOUS PLACE AT THE BUSINESS LOCATION

ISSUED TO:

Tiberi Fence Company
4975 Rogers St
Las Vegas, NV 89118

BUSINESS LOCATION ADDRESS:

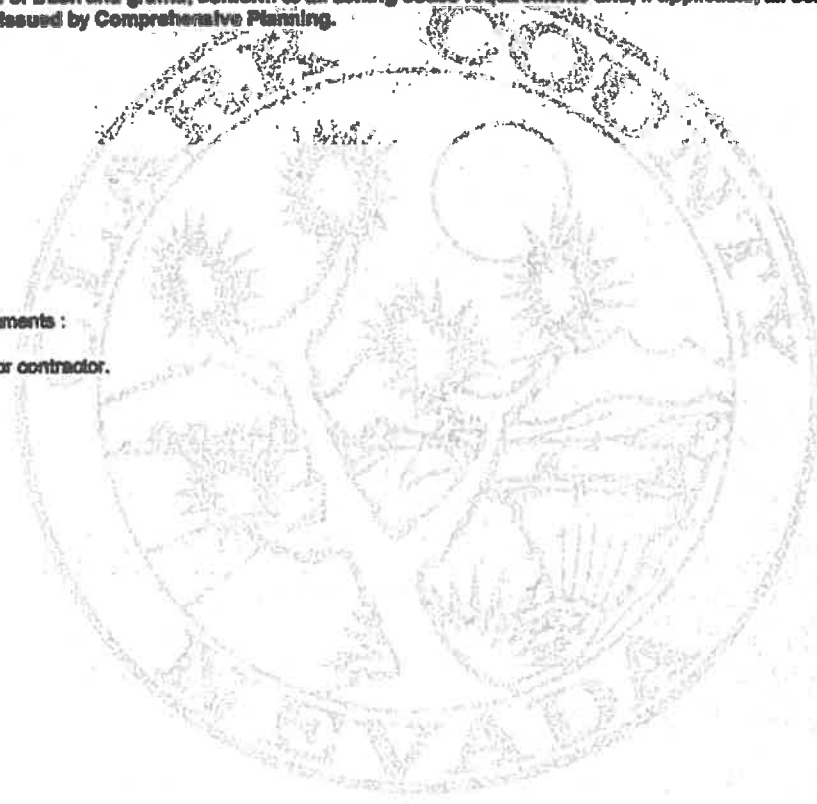
4975 Rogers St
Las Vegas, NV 89118

TYPE OF LICENSE: Construction - Contractor

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

Current Planning Comments :

M-1 zone. Approved for contractor.



DISCLAIMER

**ISSUANCE OF A BUSINESS LICENSE IS NOT AN ENDORSEMENT OF THE BUSINESS PRACTICE OF THE LICENSEE.
PLEASE SEE REVERSE SIDE FOR ADDITIONAL INFORMATION**

Jacqueline R. Holloway

JACQUELINE R. HOLLOWAY
DIRECTOR OF BUSINESS LICENSE

DEPARTMENT OF BUSINESS LICENSE
500 S GRAND CENTRAL PARKWAY
BOX 551810
LAS VEGAS NV 89155-1810
PHONE: (702) 455-4252

Southern Nevada Office
2310 Corporate Circle, Suite 200
Henderson, Nevada 89074
(702) 486-1100

Northern Nevada Office
5390 Kietzke Lane, Suite 102
Reno, Nevada 89511
(775) 688-1141

STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that

TIBERTI FENCE COMPANY

Licensed since September 25, 2014

License No. **0004632H**

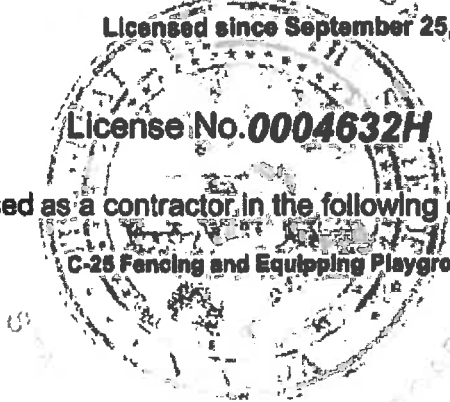
Is duly licensed as a contractor in the following classification(s):

C-25 Fencing and Equipping Playgrounds

LIMIT: **Unlimited**
EXPIRES: **09/30/2020**

PRINCIPALS:

TIBERTI HOLDINGS LLC
RENALDO TIBERTI, Member, QI
PAUL MAFFEY, Manager
MARIO TIBERTI, QI
MARIO TIBERTI, QI



Margaret Cavin
Chair, Nevada State Contractors Board



STATE OF NEVADA CONTRACTORS LICENSE

THIS IS TO CERTIFY THAT THE COMPANY
LISTED BELOW IS LICENSED IN THE STATE OF
NEVADA FOR THE CLASSIFICATION(S) SHOWN:

TIBERTI FENCE COMPANY
806 INDUSTRIAL ROAD
LAS VEGAS, NV 89102

LIC NO
0004632H

EXPIRES:
09/30/2020

LIMIT: Unlimited

Class: C-25

STATE OF NEVADA
STATE CONTRACTORS BOARD
5390 Kietzke Lane, Suite 102, Reno, Nevada 89511
2310 Corporate Circle, Suite 200, Henderson, Nevada 89074

POCKET CARD RE-ORDER FORM

Enclosed is \$ _____ to cover the cost of _____ additional
pocket cards at ten dollars (\$10.00) each.

Firm Name _____

License No. _____

Date: _____ By: _____

TIBERTI FENCE COMPANY
1806 INDUSTRIAL ROAD
LAS VEGAS, NV 89102

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1583 – Citywide Fencing
EXHIBIT C**

QUALIFICATIONS AND EXPERIENCE OF RESPONDENT

Name: The Tiberti Fence Company

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

The Tiberti Fence Company was established in 1955 by J.A. Tiberti and has been the premier fence company in Southern Nevada for more than 64 years. We are a full service fence company specializing in chain link and ornamental iron and as the largest fence company in the state we have a 75,000 square foot materials yard capable of holding enough material to accommodate any size project. Tiberti Fence is known for its stability and commitment to integrity as well as investment in the positive growth of our community. Our long history, pledge to excellence and extensive knowledge of the fence industry results in quality workmanship, performed on schedule and on-budget. Our staff and crew are dedicated to superior performance with a focus on maintaining safe and healthful working environments.

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

Example Contract 1:

Company Name: Clark County Nevada

Company Address: 500 S. Grand Central Parkway, Las Vegas, NV 89155

Point of Contact: Ashley Peterson Phone Number: 702-455-1171

E-Mail Address: _____

Brief Description of Contract Scope: Replace existing fencing fabric (chain link) and associated work/hardware at four ballfields

Term of Contract (Base plus Option Years): _____

Year of Base Contract Award: 8/01/2018 Year Contract Completed: 2019

Base Contract Amount: \$ 441,000.00 Total Contract Amount (including all option years) \$ _____

Did the contract contain a liquidated damages clause? YES NO

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

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1583 – Citywide Fencing
EXHIBIT C – QUALIFICATIONS AND EXPERIENCE OF RESPONDENT (Continued)**

Example Contract 2:

Company Name: Richardson Construction, Inc.
Company Address: 2207 W. Gowan Road, 2nd Floor, North Las Vegas, NV 89032
Point of Contact: Sandra Pena Phone Number: 702-648-3444
E-Mail Address: sandy@rciv.net
Brief Description of Contract Scope: Mountain Edge Adult Ballfield -
Chain link fence and gates around maintenance yard

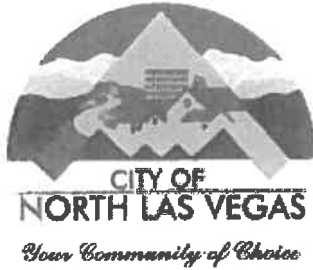
Term of Contract (Base plus Option Years): _____
Year of Base Contract Award: 2017 Year Contract Completed: 2018
Base Contract Amount: \$ 892,346.00 Total Contract Amount (including all option years) \$ _____
Did the contract contain a liquidated damages clause? YES NO
If yes, were damages assessed? YES NO If yes, what was the amount assessed? \$ _____

Example Contract 3:

Company Name: Las Vegas Paving Corporation
Company Address: 4420 S. Decatur Blvd. Las Vegas, NV 89103
Point of Contact: _____ Phone Number: _____
E-Mail Address: _____
Brief Description of Contract Scope: Basic Road Improvements - Pacific Ave. to Boulder Hwy
Fencing, concrete steps, retaining wall

Term of Contract (Base plus Option Years): _____
Year of Base Contract Award: 2019 Year Contract Completed: ongoing
Base Contract Amount: \$ 269,019.95 Total Contract Amount (including all option years) \$ _____
Did the contract contain a liquidated damages clause? YES NO
If yes, were damages assessed? YES NO If yes, what was the amount assessed? \$ _____

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



**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1583- Citywide Fencing
EXHIBIT E- Non-Collusion Affidavit**

State of Nevada County of Clark

Jason Plichta being first duly sworn deposes that:

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

(Signed): [Signature]
Title: Director of Operations

Subscribed and sworn to before me this 9th day of October 2019.

[Signature]
Notary Public

My Commission expires: 8/19/22





CITY OF
NORTH LAS VEGAS

Your Community of Choice

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1583 – Citywide Fencing
EXHIBIT F- Written Certification**

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

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

Jason Plichta -

AUTHORIZED SIGNATURE NAME (TYPE OR PRINT)

The Tiberti Fence Company

LEGAL NAME OF RESPONDENT

AUTHORIZED SIGNATURE

10/09/19

DATE

Director of Operations

TITLE

Mayor
John J. Lee

Council Members
Scott Black
Pamela A. Goynes-Brown
Richard Cherchio
Isaac E. Barron



City Manager
Ryann Juden

CITY OF
NORTH LAS VEGAS

New Community of Choice

FINANCE DEPARTMENT

2250 Las Vegas Boulevard, North · Suite 710 · North Las Vegas, Nevada 89030
Telephone: (702) 633-2438 · Fax: (702) 669-3328 · TDD: (800) 326-6868

www.cityofnorthlasvegas.com

October 3, 2019

**City of North Las Vegas
Bid B1583 - Citywide Fencing
Addendum No. 1**

The deadline for questions for this proposal was 12:00 p.m., Tuesday October 2, 2019. The following are the questions that were received along with the answers to those questions. Also attached is a copy of the sign in roster from the Pre Bid meeting conducted on September 24, 2019. A copy of this addendum must be signed and returned with your proposal.

Question 1. Line Item 4 on the Bid lists Option-B, but no published option. Is this in the ground or to mirror the Clark County Bid of 7x 9 x 3-1/4" Base Plate?

Answer: Yes

Question 2. Line Item 5, is the Double Drive (Entry Gate) twelve feet (12') wide?

Answer: Yes

Question 3. Line Item 6, is the Walk Gate forty two inches (42") wide?

Answer: Yes

Question 4. Line Item 7 & 8, is the Walk Gate forty two inches (42") wide?

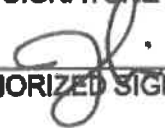
Answer: Yes

Marie Leake
Buyer
Purchasing Department

By signing below, I indicate I have received Addendum No. 1 for Bid B1583 Citywide Fencing and I acknowledge all requirements of this addendum and will submit this signed page with my bid documents.

Jason Plichta

AUTHORIZED SIGNATURE NAME (TYPE OR PRINT LEGAL NAME OF FIRM)


AUTHORIZED SIGNATURE

10/15/19
DATE

Director of Operations
TITLE

702-382-7070
TELEPHONE NUMBER

702-220-7070
FAX NUMBER

4975 Rogers Street
ADDRESS OF FIRM

Las Vegas, NV 89118
CITY, STATE AND ZIP CODE

E-MAIL ADDRESS: jplichta@tibertti.com

EXHIBIT B

Invitation to Bid

Mayor
John J. Lee

City Manager
Ryann Juden



Council Members
Scott Black
Pamela A. Goynes-Brown
Isaac E. Barron
Richard J. Cherchio

Finance Department
Purchasing Division
2250 Las Vegas Boulevard, North · Suite #708 · North Las Vegas, Nevada 89030
Telephone: (702) 633-1463 · Fax: (702) 669-3328 · TDD: (800) 326-6868
www.cityofnorthlasvegas.com

September 18, 2019


**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1583 – Citywide Fencing**

Bids will be received electronically only through the Nevada Gov eMarketplace (NGEM) System at www.ngemnv.com until October 15, 2019 at 10:00 A.M. (the "Bid Due Date"), and the bids will be publicly opened and read shortly thereafter in Conference Room 703 inside City Hall at the above listed address.

An optional Pre-Bid Meeting will be held on September 24, 2019 at 10:00 a.m. in the City of North Las Vegas Finance Department in Conference Room #703, 2250 Las Vegas Boulevard North, North Las Vegas, Nevada, 89030. The purpose of this meeting is to discuss the Invitation to Bid requirements and answer any questions or concerns.

All questions or concerns can be submitted electronically in the NGEM System or via e-mail to Tony Danford, Assistant Director, Administrative Services at danforda@cityofnorthlasvegas.com. The cut-off time for all questions is October 2, 2019, at 12:00 p.m. If any questions are received, an addendum will be issued to answer those questions and the addendum will be posted in the NGEM System and will be made available at the City of North Las Vegas Purchasing Web Page at <http://www.cityofnorthlasvegas.com/purchasingbidadvertisements/index.php>.

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


Marie E. Purcell, CMC
Acting City Clerk

Published in the Las Vegas Review Journal
(September 20, 2019)

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1583 – Citywide Fencing**

1. PUBLIC RECORDS:

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

2. PERFORMANCE OF WORK:

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

3. FORM OF CONTRACT:

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

4. ELECTRONIC BID THROUGH NGEN SYSTEM:

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

5. EXPLANATION TO RESPONDENT:

Any explanations desired by Respondent regarding the meaning or interpretation of specifications must be requested in writing and with sufficient time allowed for a reply to reach Respondent before submission of their Bid. Oral explanations given before the award of the contract will not be binding. Any written interpretation made will be furnished to all Respondents and its receipt by the Respondent will be acknowledged. Interpretation of the meaning of the plans, specifications, or other pre-Bid documents will not be binding if presented to any Respondent orally. Every request for such interpretation should be in writing addressed to Tony Danford, Assistant Director, Administrative Services at danforda@cityofnorthlasvegas.com or ATTN: Tony Danford, Assistant Director, Administrative Services, City of North Las Vegas, 2250 Las Vegas Blvd. North, Suite 708, North Las Vegas, NV 89030. Any and all such interpretations and any supplemental instructions deemed necessary will be in the form of a written addendum to the specifications which, if issued, will be mailed or e-mailed to all known prospective Respondents. Failure of any Respondent to receive any such addendum or interpretation shall not relieve such Respondent from any obligation under these Bid documents as submitted. All addenda issued shall become part of the Bid documents.

6. METHOD OF EVALUATION AND AWARD OPTIONS:

The evaluation of this Bid will be conducted by City personnel. The City will award this Bid to the Respondent(s) that submits the lowest responsive and responsible Bid deemed to be in the City's best interest. The City reserves the right to reject all Bids. Pursuant to NRS 332.065(3), the City

shall not enter into a contract with a Respondent to this Bid unless the contract includes the written certification that the company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

7. ASSIGNMENT OF CONTRACTUAL RIGHTS:

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

8. CONDITIONS OF BID SUBMITTAL:

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

9. BID PROTESTS:

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

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

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

10. LICENSES:

All Respondents must provide a copy of all appropriate licenses in accordance with the laws of the

State of Nevada, prior to submission of Bids for this project. Upon award, the successful Respondent will be required to obtain a City of North Las Vegas Business License.

11. PUBLIC OPENING:

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

12. TERM OF THE CONTRACT:

The Contract shall have a term of three years with two one-year extensions possible or as otherwise stated in the Contract.

13. INSURANCE:

Prior to the commencement of the Contract, each successful Respondent must provide properly executed Certificates of Insurance to the City, which shall clearly evidence all insurance required by the City, including a policy or certificate of comprehensive general liability insurance in which the City, its public officials, officers, employees, agents, and volunteers shall be the named insured or be named as an additional insured. In compliance with this provision, the Respondent may file with the City a satisfactory policy providing a minimum \$1,000,000 "blanket coverage" policy or certificate of insurance. Such insurance will be primary and any insurance or self-insurance maintained by the City will apply in excess of, and not contribute with, the insurance required. Required insurance shall not be canceled, allowed to expire, or be materially reduced in coverage until after 30 days' written notice has been given to and approved in writing by, the City Attorney or the City Risk Manager.

The Respondent shall secure, maintain in full force and effect, and bear the cost of the following insurances throughout the duration of the contract:

COMMERCIAL GENERAL LIABILITY

Each Occurrence	\$1,000,000 each occurrence/accident
Products/Completed Operations	\$2,000,000 aggregate
Property Damage	\$1,000,000
Personal/Advertising Injury	\$1,000,000
COMBINED SINGLE LIMIT OF	\$1,000,000
Aggregate of	\$2,000,000

AUTOMOBILE LIABILITY

Bodily Injury - - - - -	\$1,000,000 each accident
Property Damage - - - -	\$1,000,000 each accident

Coverage must include all owned, leased, hired, non-owned and employee non-owned vehicles, where applicable, Personal Injury Protection.

WORKERS' COMPENSATION

Nevada Statutory Requirements

If no employees, then Exhibit D- Affidavit of Rejection of Coverage for Workers' Compensation must be completed and submitted with response to this Bid. The City, or any

of its officers or employees, will not be responsible for any claims or suits in law or equity occasioned by the failure of the successful Respondent to comply with the provisions of this paragraph.

Such insurance shall include the specific coverage set out herein and be written for NOT LESS THAN the limits of liability and coverage provided in the "Insurance Service Office", or required by law and other governing agencies, whichever is greater. The cost of this insurance shall be deemed included in the Bid prices and no additional compensation will be made.

In addition, the Respondent shall furnish evidence of a commitment by the insurance company to notify the City by registered mail of the expiration or cancellation of the insurance policies required not less than 30 days before the expiration or cancellation is effective.

14. INDEMNITY:

The successful Respondent agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from any and all liabilities, causes of action, claims, damages, losses, expenses, proceedings, actions, judgements, reasonable attorneys' fees, and court costs which the City suffers or its officers, agents, or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of Respondent, its subcontractors, agents, and employees, in the fulfillment or performance of the work described herein until such time as the applicable statutes of limitation expire.

15. PROVISIONS PROVIDED BY LAW:

Each and every provision and clause required by law to be inserted in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract forthwith shall be physically amended to make such insertion or correction. The Respondent's attention is directed to the fact that all applicable city, county, state, and federal laws, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the Contract throughout its duration and such laws, rules, and regulations will be deemed to be included in the Contract the same as though they had been written out in full herein.

16. ADDENDA INTERPRETATIONS:

If it becomes necessary to revise any part of this Bid, a written or electronic addendum will be provided publicly. The City is not bound by any oral clarifications changing the scope of work for this project.

17. CANCELLATION OF CONTRACT:

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

18. TERMINATION FOR CONVENIENCE:

The City shall have the right at any time to terminate further performance of the Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the Respondent, specifying the extent and effective date of the termination. On the effective date of the termination, the successful Respondent shall terminate all work and take all reasonable actions to mitigate expenses. The successful Respondent shall submit a written request for incurred costs for services performed through the date of termination within 30 days of the date of termination. All requests for reimbursement of incurred costs shall include substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the successful Respondent, thirty days after receipt of a correct, adequately documented written request. The City's sole liability under this Paragraph is for payment of the costs

for the services requested by the City and actually performed by the successful Respondent.

19. TAXES:

The City is exempt from state, retail, and federal excise taxes. The Bid price must be net, exclusive of taxes.

20. EXCEPTIONS:

Each Respondent must list on a separate document any exceptions to specifications and attach it to their Bid. Exceptions, deviations, or contingencies requested in Respondent's bid response, while possibly necessary in the view of the Respondent, may result in lower scoring or disqualification of a Bid response.

21. FISCAL FUNDING OUT:

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

22. LIMITATION OF FUNDING:

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

23. ESCALATION:

Prices may not be increased during the first two years of the contract. If the awarded vendor requires a price increase at the end of the first two-year period or prior to entering any extension if so entered by the City, the vendor must request the price increase in writing to the City 90 days in advance and the City must concur.

24. AUDIT OF RECORDS:

(a) The successful Respondent agrees to maintain financial records pertaining to all matters relative to this Bid in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Bid for a period of three (3) years after completion of this Bid and any subsequent extensions thereof. All records subject to audit findings shall be retained for three (3) years after such findings have been resolved. In the event the successful Respondent goes out of existence, the successful Respondent shall turn over to the City all of its records relating to this Bid. The successful Respondent agrees to give the City access to records immediately upon request.

(b) The successful Respondent agrees to permit the City or the City's designated representative(s) to inspect and audit its records and books relative to this Bid at any time during normal business hours and under reasonable circumstances and to copy and/or transcribe any information concerning successful Respondent's operation hereunder, at the City's discretion. The successful Respondent further understands and agrees that said inspection and audit would be exercised upon written notice. If the successful Respondent or its records and books are not located within Clark County, Nevada, and in the event of an inspection and audit, successful Respondent agrees to deliver the records and books or have the records and books delivered to the City or the City's designated representative(s) at an address within the City as designated by the City. If the City or the City's designated representative(s) finds that the records and books delivered by the successful Respondent are incomplete, the successful Respondent agrees to pay the City's or the City's representative(s)' costs to travel (including travel, lodging, meals, and other related expenses) to the successful Respondent's offices to inspect, audit, retrieve, copy and/or transcribe the complete records and books. The successful Respondent further agrees to permit the City or the City's designated representatives to inspect and audit, as deemed

necessary, all records of this project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the City.

- (c) If, at any time during the term of this Bid, or at any time after the expiration or termination of the Bid, the City or the City's designated representative(s) finds the dollar liability is less than payments made by the City to the successful Respondent, the successful Respondent agrees that the difference shall be either: (i) repaid immediately by the successful Respondent to the City or (ii) at the City's option, credited against any future billings due the successful respondent.
- (d) The successful Respondent must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order; however, if the City decides that the facts justify, the City may receive and act upon an invoice submitted before final payment of the Bid.
- (e) The successful Respondent shall provide current, complete, and accurate documentation to the City in support of any equitable adjustment. Failure to provide adequate documentation, within a reasonable time after a request from the City will be deemed a waiver of the successful respondent's right to dispute.

25. INDEPENDENT CONTRACTOR:

In the performance of services under the Contract, the successful Respondent and any other persons employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The City shall hold the successful respondent company ("Company") as the sole responsible party for the performance of the Contract. The Respondent shall maintain complete control over its employees. Nothing contained in this Invitation to Bid, the Contract, or awarded by the City shall create a partnership, joint venture, or agency. Party shall have the right to obligate or bind the other party in any manner to any third party. The Contract may not be subcontracted.

26. COMPANY PERSONNEL:

The successful Respondent is solely responsible for the supervision and control of its staff performing work under the Contract; however, the City reserves the right to request removal from its premises the successful Respondent's "on site" staff personnel for just cause, and the successful Respondent shall take reasonable action to comply with the request. Upon award of the Contract, a listing of all personnel authorized to participate in the awarded program shall be submitted and included as part of the executed agreement.

27. KEY PERSONNEL:

The City designates Tony Danford, Assistant Director, Administrative Services, as the responsible party for managing this Invitation to Bid. He can be reached at 702-633-1463 or at danforda@cityofnorthlasvegas.com and is available Monday through Thursday from 8:00 a.m. to 4:00 p.m. The City also designates John Runiks, Infrastructure Manager, as the project manager for this service. He can be contacted at 702-633-1267 or at runiks@cityofnorthlasvegas.com and is available Monday through Thursday from 5:30 a.m. to 3:00 p.m.

The cutoff date for any questions regarding this is October 2, 2019, at 12:00 p.m. Pacific Standard Time. Any questions submitted beyond this cut off time will not be answered.

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1583 – Citywide Fencing**

DEFINITIONS

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

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

City - the City of North Las Vegas.

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

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

City Council - the legislative body that governs the city.

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

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

City Staff - any person currently employed by the City.

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

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

Key Personnel - defined City employees listed in Paragraph 27.

Pre-Bid Conference – a meeting that Respondent may attend to have the project requirements defined. This allows the Respondent to ask questions necessary to enable Respondent to provide a bid.

Nevada Public Records Law – as defined in NRS Chapter 239.

Purchasing Department – Department that reviews the bids for compliance to specifications, reviews the pricing, and awards the bid to the most responsive and responsible Respondent.

Recommendation of Award Notification – notification to the general public the City has recommended a Respondent who has been selected based on having the best bid/proposal by meeting the Criteria listed in the bid/Proposal documents. This Recommendation of Award goes to the City Council and upon City Council approval will be selected to fulfill the requirements as outlined in the bid.

Representative – person who represents a company and compiles questions to enable the company to submit a bid that accurately identifies the City's requirements.

Respondent – Vendor who offers the requested product or service to the City on the official bid document.

Subcontractor – a person who, or business that, contracts to provide some service or material necessary for the performance of another's contract.

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1583 – Citywide Fencing**

SCOPE OF WORK

1. Scope of Work/Contractor Responsibilities:

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

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

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

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1583 – Citywide Fencing**

EXHIBIT LISTING

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

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

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

Exhibit C – Qualifications and Experience of Respondent

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

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

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

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1583 – Citywide Fencing
EXHIBIT A
BID SUBMITTAL SHEET**

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

32	72 INCH WALK GATE - 5 FOOT 6 GAUGE	EA	\$
33	42 INCH CHAIN LINK WIDE PEDESTRIAN GATE 11 GAUGE	EA	\$
34	42 INCH CHAIN LINK WIDE PEDESTRIAN GATE 9 GAUGE	EA	\$
35	42 INCH CHAIN LINK WIDE PEDESTRIAN GATE 6 GAUGE	EA	\$
36	12' WIDE DOUBLE WING DRIVE GATE 11 GAUGE	EA	\$
37	12' WIDE DOUBLE WING DRIVE GATE 9 GAUGE	EA	\$
38	12' WIDE DOUBLE WING DRIVE GATE 6 GAUGE	EA	\$
39	MOW CURB-12" WIDE. 6" DEPTH WITH -1 EACH # 4 REBAR. POST SET ON CENTER OF MOW CURB. 4500 p.s.i. CONCRETE.	LF	\$
LOT B			
ITEM NUMBER	ITEM DESCRIPTION	UNIT	UNIT PRICE
	IRON FENCE		
40	(STYLE) MONTAGE PLUS 3/4 INCH PICKET 6 FOOT X 12 FOOT IRON FENCE	LF	\$
41	(STYLE) MONTAGE PLUS 1 INCH PICKET 6 FOOT X 12 FOOT IRON FENCE	LF	\$
42	(STYLE) MONTAGE PLUS 3/4 INCH PICKET 6 FOOT TALL X 12 FOOT WIDE DOUBLE SWING GATES IRON FENCE	LF	\$
43	(STYLE) MONTAGE PLUS 1 INCH PICKET 6 FOOT TALL X 12 FOOT WIDE DOUBLE SWING GATES IRON FENCE	LF	\$
LOT C			
ITEM NUMBER	ITEM DESCRIPTION	UNIT	UNIT PRICE
	POST, CABLE AND MISCELLANEOUS ITEMS		
44	REGULAR TENSION BAND, 1 7/8", 14 GA X 3/4", PRESSED STEEL, GALVANIZED, MASTER HALCO # 10103, OR EQUAL	EA	\$
45	REGULAR TENSION BAND, 2 3/8", 14 GA X 3/4", PRESSED STEEL, GALVANIZED, MASTER HALCO # 10104, OR EQUAL	EA	\$
46	REGULAR TENSION BAND, 2 7/8", 14 GA X 3/4", PRESSED STEEL, GALVANIZED, MASTER HALCO # 10105, OR EQUAL	EA	\$

47	REGULAR TENSION BAND, 1 7/8", 12 GA X 3/4", PRESSED STEEL, GALVANIZED, MASTER HALCO # 10303, OR EQUAL	EA	\$
48	REGULAR TENSION BAND, 2 3/8", 12 GA X 3/4", PRESSED STEEL, GALVANIZED, MASTER HALCO # 10304, OR EQUAL	EA	\$
49	REGULAR TENSION BAND, 2 7/8", 12 GA X 3/4", PRESSED STEEL, GALVANIZED, MASTER HALCO # 10305, OR EQUAL	EA	\$
50	TOP RAIL-END CAP (ONE HOLE), 1 5/8" PRESSED STEEL, GALVANIZED, MASTER HALCO # 12506 OR EQUAL	EA	\$
51	TOP RAIL-END CAP (TWO HOLE), 1 5/8" PRESSED STEEL, GALVANIZED, MASTER HALCO # 12507 OR EQUAL	EA	\$
52	STANDARD LINE POST TOP CAP WITH LOOP, 1 7/8" X 1 5/8", PRESSED STEEL, GAL. MASTER HALCO # 12253, OR EQUAL	EA	\$
53	THREADED TRUSS ROD W/NUT, 3/8" DIA., 12 FOOT GAL. MASTER HALCO # 17903, OR EQUAL	EA	\$
54	180 DEG. INDUSTRIAL HINGE, 2 7/8" X 1 5/8" OR 1 7/8", PRESSED STEEL, GAV MASTER HALCO # 15603, OR EQUAL	EA	\$
55	FLAT TENSION BAR 3/16" X 3/4", 70" GAL MASTER HALCO # 13705 OR EQUAL	EA	\$
56	SMOOTH TENSION WIRE 11 GA, .85 ZINC COATING, MASTER HALCO # 23521, OR EQUAL	EA	\$
57	72", 2 "-11 GA, GBW CHAIN LINK FENCE FABRIC, BARB/KNUCKLE, MASTER HALCO # 55612 OR EQUAL	EA	\$
58	LINE POST, 1 7/8" O.D. 8'-6", DQ 40, GAV, MASTER HALCO # 33057, OR EQUAL	EA	\$
59	CORNER POST, 2 3/8" O.D., 8'-6", DQ 40 GALV. MASTER HALCO # 33078, OR EQUAL	EA	\$
60	GATE POST, 2 7/8" O.D. 9' DQ 40 GALV. MASTER HALCO # 33078, OR EQUAL	EA	\$
61	TOP RAIL, 1 5/8" X 21' DQ 40, PE GALV. MASTER HALCO # 33005, OR EQUAL	EA	\$

62	TOP RAIL SLEEVE, 1 5/8" X 6" GALV. MASTER HALCO # 12602, OR EQUAL	EA	\$
63	CAP, POST, 2 3/8", PRESSED STEEL, GALV. MASTER HALCO # 11604, OR EQUAL	EA	\$
64	CAP, POST, 2 7/8" PRESSED STEEL, GALV. MASTER HALCO # 11605	EA	\$
65	HOG RINGS, STEEL, 9 GAL, CLASS 3 .90 ZINC COATING, MASTER HALCO # 23602, OR EQUAL	EA	\$
66	FENCE TIES, ALUMINUM, 9 GALV., 8 1/4" MASTER HALCO # 23553, OR EQUAL	EA	\$
LOT D			
ITEM NUMBER	ITEM DESCRIPTION	UNIT	UNIT PRICE
	POST, CABLE AND MISCELLANEOUS ITEMS		
67	TEMPORARY FENCING 6' X 12'	LF	\$
68	TEMPORARY FENCING 8' X 12'	LF	\$
69	PED-RAILS	LF	\$

Total Bid Amount: \$ _____

NOTE: EXCEPTIONS TO BID **THIS FORM IS MANDATORY-FAILURE TO COMPLETE THIS FORM IS CAUSE FOR REJECTION.**

This is a sealed Invitation to Bid (ITB) and negotiation of specifications or other terms and conditions typically are not permitted at, or after, Bid Opening. The Respondent must list on a separate sheet of paper any exceptions to the conditions of this Invitation to Bid. This sheet must be labeled, "Exceptions to Bid Conditions", and must be attached to the Bid Submittal Forms. If no exceptions are stated, it will be understood that all terms, conditions and specifications will be complied with, without exception. ANY EXCEPTIONS MAY BE CONSIDERED MATERIAL AND BE CAUSE FOR REJECTION.

Delivery Time: _____

Payment Terms: _____ Percent _____ Days

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1583 – Citywide Fencing
EXHIBIT B
OFFER STATEMENT AND BUSINESS INFORMATION**

This Bid is submitted in response to BID B-1583 – Citywide Fencing and constitutes an offer by this company to enter into a contract as described herein.

AUTHORIZED SIGNATURE NAME (TYPE OR PRINT) LEGAL NAME OF RESPONDENT

AUTHORIZED SIGNATURE DATE

TITLE TELEPHONE NUMBER FAX NUMBER

ADDRESS OF RESPONDENT

CITY STATE ZIP CODE

E-MAIL ADDRESS: _____

CNLV-BUSINESS LICENSE NO: _____

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

ADDENDA ACKNOWLEDGED

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

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

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

FOR INFORMATIONAL PURPOSES ONLY
Is this Respondent a Minority, Women or Disabled Veteran Business Enterprise?
 No Yes If YES specify MBE WBE DVBE

Has this Respondent been certified as a Minority, Women or Disabled Veteran Business Enterprise?
 No Yes If YES specify Certifying Agency _____
Please attach a copy of your certification.

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1583 – Citywide Fencing
EXHIBIT C**

QUALIFICATIONS AND EXPERIENCE OF RESPONDENT

Name: _____

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

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

Example Contract 1:

Company Name: _____

Company Address: _____

Point of Contact: _____ Phone Number: _____

E-Mail Address: _____

Brief Description of Contract Scope: _____

Term of Contract (Base plus Option Years): _____

Year of Base Contract Award: _____ Year Contract Completed: _____

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

Did the contract contain a liquidated damages clause? YES NO

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

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1583 – Citywide Fencing
EXHIBIT C – QUALIFICATIONS AND EXPERIENCE OF RESPONDENT (Continued)**

Example Contract 2:

Company Name: _____

Company Address: _____

Point of Contact: _____ Phone Number: _____

E-Mail Address: _____

Brief Description of Contract Scope: _____

Term of Contract (Base plus Option Years): _____

Year of Base Contract Award: _____ Year Contract Completed: _____

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

Did the contract contain a liquidated damages clause? YES NO

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

Example Contract 3:

Company Name: _____

Company Address: _____

Point of Contact: _____ Phone Number: _____

E-Mail Address: _____

Brief Description of Contract Scope: _____

Term of Contract (Base plus Option Years): _____

Year of Base Contract Award: _____ Year Contract Completed: _____

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

Did the contract contain a liquidated damages clause? YES NO

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

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

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1583 – Citywide Fencing
EXHIBIT D – AFFIDAVIT OF REJECTION OF COVERAGE
FOR WORKERS’ COMPENSATION
UNDER NRS 616B.627 AND NRS 617.210**

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

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

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

Signed this _____ day of _____, 20_____.

Signature _____

State of _____

County of _____

Signed and sworn to (or affirmed) before me on this _____ day of _____, 20_____.

by _____ (name of person making statement).

Notary Signature _____

STAMP AND SEAL



**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1583– Citywide Fencing
EXHIBIT E- Non-Collusion Affidavit**

State of _____ County of _____

_____ being first duly sworn deposes that:

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

(Signed): _____
Title:

Subscribed and sworn to before me this _____ day of _____ 201__.

Notary Public

My Commission expires: _____



**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1583 – Citywide Fencing
EXHIBIT F- Written Certification**

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

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

AUTHORIZED SIGNATURE NAME (TYPE OR PRINT)

LEGAL NAME OF RESPONDENT

AUTHORIZED SIGNATURE

DATE

TITLE

Mayor
John J. Lee

City Manager
Ryann Juden

Council Members
Scott Black
Pamela A. Goynes-Brown
Isaac E. Barron
Richard J. Cherchio



Finance Department
2250 Las Vegas Boulevard, North · Suite 708 · North Las Vegas, Nevada 89030
Telephone: (702) 633-1463 · TDD: (800) 326-6868
www.cityofnorthlasvegas.com

November 18, 2019

**City of North Las Vegas
BID 1583 – Citywide Fencing
Recommendation of Award**

The Tiberti Fence Company is being recommended for Award of this RFP. Respondents have five (5) business days from the date of this notification to submit a protest. Any protest submitted on this recommendation of award must be received in the Office of the City Clerk, 2250 Las Vegas Boulevard, Suite 800, North Las Vegas, NV 89030, no later than November 26, 2019, 5:00 p.m., Pacific Time and be in accordance with the following protest procedure:

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

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

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



Marie Leake
Buyer

CLARK COUNTY BUSINESS LICENSE

MULTI-JURISDICTIONAL ID 1002191358
LICENSE NUMBER: 2002015-023-140
LICENSE PERIOD: 11/01/2019 - 04/30/2020

LICENSEE IS AUTHORIZED TO CONDUCT BUSINESS IN THE
FOLLOWING JURISDICTIONS:

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

POST IN A CONSPICUOUS PLACE AT THE BUSINESS LOCATION

ISSUED TO:

Tiberti Fence Company
4975 Rogers St
Las Vegas, NV 89118

BUSINESS LOCATION ADDRESS:

4975 Rogers St
Las Vegas, NV 89118

TYPE OF LICENSE: Construction - Contractor

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

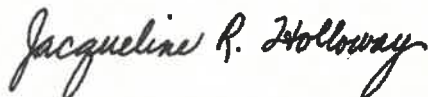
Current Planning Comments :

M-1 zone. Approved for contractor.

DISCLAIMER

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

PLEASE SEE REVERSE SIDE FOR ADDITIONAL INFORMATION



JACQUELINE R. HOLLOWAY
DIRECTOR OF BUSINESS LICENSE

DEPARTMENT OF BUSINESS LICENSE

500 S GRAND CENTRAL PARKWAY
BOX 551610

LAS VEGAS NV 89155-1810
PHONE: (702) 455-4252

MULTI-JURISDICTIONAL ID 1002191358
LICENSE NUMBER: 2002015-023-140
LICENSE PERIOD: 11/01/2019 - 04/30/2020

<u>Receipt Number</u>	<u>Date Paid</u>	<u>Reference Number</u>
282282000	10/29/2019	40874

FEE:	425.00
PENALTY:	
OTHER:	
TOTAL AMOUNT:	425.00

PLEASE NOTE:

Clark County Code 6.04.090(i) The director and any other officer designated by the director shall have the power and authority to enter any store, building or other place in which such business is being conducted at any time during the business hours and have the access to inspect the business for the purpose of ascertaining compliance with the provisions of the Clark County Code and any applicable franchise agreements.

Clark County Code 6.08.090(b) The director and any other officer designated by the director shall have the power and authority to enter any store, building or other place in which such business is being conducted at any time during the business hours and have the access to the books and records of such business for the purpose of ascertaining payment of license fees and compliance with the provisions of the Clark County Code and application franchise agreements.

A RENEWAL BILLING FOR EACH LICENSE WILL BE SENT PRIOR TO THE EXPIRATION DATE, HOWEVER THE FAILURE TO RECEIVE THIS NOTIFICATION DOES NOT WAIVE PAYMENT NOR THE ENFORCEMENT OF PENALTIES IF PAID AFTER DUE DATES.

IF YOU HAVE MOVED THE LOCATION OF YOUR BUSINESS, MADE A CHANGE OF NAME OR OWNERSHIP, PLEASE NOTIFY THE DEPARTMENT OF BUSINESS LICENSE IMMEDIATELY AS IT EFFECTS THE VALIDIFY OF THIS LICENSE.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/2/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Cragin & Pike, Inc. 2603 W. Charleston Blvd. Las Vegas, NV 89102
CONTACT NAME: reception@cragin-pike.com
PHONE (A/C, No, Ext): (702) 877-1111
FAX (A/C, No): (702) 258-3394
INSURER(S) AFFORDING COVERAGE: Continental Insurance Co. (35289), National Fire Ins Co of Hartford (20478), Insurance Company of the West (ICW) (27847)

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSD WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: City of North Las Vegas
Additional Insured status applies as respects the General Liability policy for ongoing and completed operations, per form CNA75079XX attached.

CERTIFICATE HOLDER: City of North Las Vegas, 2250 Las Vegas Blvd. N, North Las Vegas, NV 89030
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Shere Spendergrass



Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
 - A. in the performance of your ongoing operations subject to such **written contract**; or
 - B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. the **written contract** requires you to provide the additional insured such coverage; and
 - 2. this **coverage part** provides such coverage.

II. But if the **written contract** requires:

- A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B. additional insured coverage with "arising out of" language; or
- C. additional insured coverage to the greatest extent permissible by law;

then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

- A. coverage broader than required by the **written contract**; or
- B. a higher limit of insurance than required by the **written contract**.

IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:

- A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
- B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

CNA75079XX (10-16)

Page 1 of 2

The Continental Insurance Co.

Insured Name: THE TIBERTI COMPANY LLC

Policy No: 5082910357

Endorsement No: 4

Effective Date: 01/01/2020

10020005750829103575742



**Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement****Primary and Noncontributory Insurance**

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury** or **property damage**; or
 2. the offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (10-16)

Page 2 of 2

The Continental Insurance Co.

Insured Name: THE TIBERTI COMPANY LLC

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Policy No: 5082910357

Endorsement No: 4

Effective Date: 01/01/2020



Contractors' General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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6. Broadened Liability Coverage For Damage To Your Product And Your Work
7. Contractual Liability - Railroads
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9. Estates, Legal Representatives and Spouses
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11. General Aggregate Limits of Insurance – Per Project
12. In Rem Actions
13. Incidental Health Care Malpractice Coverage
14. Joint Ventures/Partnership/Limited Liability Companies
15. Legal Liability – Damage To Premises / Alienated Premises / Property In The Named Insured's Care, Custody or Control
16. Liquor Liability
17. Medical Payments
18. Non-owned Aircraft Coverage
19. Non-owned Watercraft
20. Personal And Advertising Injury – Discrimination or Humiliation
21. Personal And Advertising Injury - Contractual Liability
22. Property Damage - Elevators
23. Supplementary Payments
24. Unintentional Failure To Disclose Hazards
25. Waiver of Subrogation – Blanket
26. Wrap-Up Extension: OCIP CCIP, or Consolidated (Wrap-Up) Insurance Programs

10020005750829103575730



**Contractors' General Liability Extension Endorsement**

- B.** Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A.** Paragraph **1.b.** is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B.** Paragraph **1.d.** is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the claim.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

- A.** The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor



DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: THE TIBERTI COMPANY LLC

Endorsement Effective Date: 01/01/20

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION THAT THE NAMED INSURED IS OBLIGATED TO PROVIDE INSURANCE WHERE REQUIRED BY A WRITTEN CONTRACT OR AGREEMENT IS AN INSURED, BUT ONLY WITH RESPECT TO LEGAL RESPONSIBILITY FOR ACTS OR OMISSIONS OF A PERSON/ORGANIZATION FOR WHOM LIABILITY COVERAGE IS AFFORDED UNDER THIS POLICY

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

Form No: CA 20 48 10 13

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 5; Page: 1 of 1

Policy No: BUA 5082910360

Policy Effective Date: 01/01/20

Policy Page: 56 of 245

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL 60606



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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: THE TIBERTI COMPANY LLC

Endorsement Effective Date: 01/01/20

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

Form No: CA 04 44 10 13

Endorsement Effective Date:

Endorsement No: 3; Page: 1 of 1

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA 5082910360

Policy Effective Date: 01/01/20

Policy Page: 53 of 245

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

PREMIUM FOR THIS BLANKET WAIVER OF SUBROGATION ENDORSEMENT APPLIES TO ALL OPERATIONS OF THE INSURED AND WILL BE CHARGED AT 2% OF TOTAL MANUAL PREMIUM DEVELOPED FOR THE STATE OF NEVADA. NO MINIMUM CHARGE APPLIES.

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

Endorsement Effective **01/01/20** Policy No. **WLV 5038749 02**
Insured **THE TIBERTI COMPANY LLC**
Insurance Company **INSURANCE COMPANY OF THE WEST**

Endorsement No.
Premium \$ **INCL.**

Countersigned By _____



NOTICE OF CANCELLATION TERMS AND CONDITIONS

Notice of cancellation is a policy right, not an unregulated service. For example, the *insured* can cancel immediately, so it would be impossible for the insurer to give you the notice you request. State law also grants the insurer the right to cancel for reasons such as nonpayment with less notice than you require.

The Insurance Carrier is obligated to mail or deliver written notice of cancellation to the first Named Insured only.

For the reason just cited, if our agency were to issue a certificate that provides the cancellation notice you request, we would do so with the full knowledge that it would be impossible to actually give that amount of notice under certain circumstances. As such, the certificate could be alleged to constitute a misrepresentation or fraud which could subject our agency and staff to serious civil and criminal penalties.

CLARK COUNTY BUSINESS LICENSE

X

MULTI-JURISDICTIONAL ID 1002191358
LICENSE NUMBER: 2002015-023-140
LICENSE PERIOD: 11/01/2020 - 04/30/2021

LICENSEE IS AUTHORIZED TO CONDUCT BUSINESS IN THE
FOLLOWING JURISDICTIONS:
CLARK COUNTY (Primary)
CITY OF HENDERSON
CITY OF LAS VEGAS
CITY OF NORTH LAS VEGAS

POST IN A CONSPICUOUS PLACE AT THE BUSINESS LOCATION

ISSUED TO:

Tiberti Fence Company
4975 Rogers St
Las Vegas, NV 89118

BUSINESS LOCATION ADDRESS:

4975 Rogers St
Las Vegas, NV 89118

TYPE OF LICENSE: Construction - Contractor

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

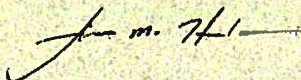
Current Planning Comments :

M-1 zone. Approved for contractor.

DISCLAIMER

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

PLEASE SEE REVERSE SIDE FOR ADDITIONAL INFORMATION



JAMES HEADEN
ACTING MANAGER OF BUSINESS LICENSE



VINCENT QUEANO
ACTING MANAGER OF BUSINESS LICENSE

**DEPARTMENT OF
BUSINESS LICENSE**
500 S GRAND CENTRAL PARKWAY
BOX 551810
LAS VEGAS NV 89155-1810
PHONE: (702).455-4252



TIBEHOL-01

MESPINOZA

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
12/30/2020

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

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

PRODUCER Cragin & Pike, Inc. 2603 W. Charleston Blvd. Las Vegas, NV 89102	CONTACT NAME: PHONE (A/C, No, Ext): (702) 877-1111 FAX (A/C, No): (702) 258-3394 E-MAIL ADDRESS: reception@cragin-pike.com
INSURER(S) AFFORDING COVERAGE	
INSURED	NAIC #
The Tiberti Company, LLC 500 So Rancho Dr #2 Las Vegas, NV 89106	INSURER A : Continental Insurance Co. 35289 INSURER B : Insurance Company of the West (ICW) 27847 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$500 Ded <input checked="" type="checkbox"/> \$10,000 Res/Sub Ded GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	5082910357	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY \$2,500 Liability Ded <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/>	X	X	5082910360	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	X	6045566153	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N	A	WLV503874903	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: **City of North Las Vegas**

Additional Insured status applies as respects the General Liability policy for ongoing and completed operations, per form CNA75079XX attached. This insurance shall be primary non-contributory as respects the General Liability policy, per form CNA75079XX attached. A Waiver of Transfer of Rights of Recovery against Others to Us (Waiver of Subrogation) applies as respects the General Liability policy per form CNA74705XX attached. Additional Insured status applies as respects the Automobile policy, per form CA2048 attached. A Waiver of Transfer of Rights of Recovery against Others to Us (Waiver of Subrogation) applies as respects the Automobile policy per form CA0444 attached. A Waiver of Transfer of Rights of Recovery against Others to Us (Waiver of Subrogation) applies as respects the Workers Compensation policy per form WC000313 attached. Notice of Cancellation Terms and Conditions letter attached. Excess is following form to General Liability, Automobile liability and Employers Liability.

CERTIFICATE HOLDER

CANCELLATION

City of North Las Vegas 2250 Las Vegas Blvd. N North Las Vegas, NV 89030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---



Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
 - A. in the performance of your ongoing operations subject to such **written contract**; or
 - B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. the **written contract** requires you to provide the additional insured such coverage; and
 - 2. this **coverage part** provides such coverage.

II. But if the **written contract** requires:

- A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B. additional insured coverage with "arising out of" language; or
- C. additional insured coverage to the greatest extent permissible by law;

then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.

IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:

- A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
- B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

CNA75079XX (10-16)

Page 1 of 2

The Continental Insurance Co.

Insured Name: THE TIBERTI COMPANY LLC

Policy No: 5082910357

Endorsement No: 4

Effective Date: 01/01/2021



**Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement****Primary and Noncontributory Insurance**

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury or property damage**; or
 2. the offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



Contractors' General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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6. Broadened Liability Coverage For Damage To Your Product And Your Work
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9. Estates, Legal Representatives and Spouses
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23. Supplementary Payments
24. Unintentional Failure To Disclose Hazards
25. Waiver of Subrogation – Blanket
26. Wrap-Up Extension: OCIP CCIP, or Consolidated (Wrap-Up) Insurance Programs

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Contractors' General Liability Extension Endorsement

- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph **1.b.** is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph **1.d.** is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage** or **personal and advertising injury** giving rise to the **claim**.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

- A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor



DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "**insureds**" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: THE TIBERTI COMPANY LLC

Endorsement Effective Date: 01/01/2021

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION THAT THE NAMED INSURED IS OBLIGATED TO PROVIDE INSURANCE WHERE REQUIRED BY A WRITTEN CONTRACT OR AGREEMENT IS AN INSURED, BUT ONLY WITH RESPECT TO LEGAL RESPONSIBILITY FOR ACTS OR OMISSIONS OF A PERSON/ORGANIZATION FOR WHOM LIABILITY COVERAGE IS AFFORDED UNDER THIS POLICY

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

Each person or organization shown in the Schedule is an "**insured**" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "**insured**" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

Form No: CA 20 48 10 13

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 5; Page: 1 of 1

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 5082910360

Policy Effective Date: 01/01/2021

Policy Page: 56 of 245



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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: THE TIBERTI COMPANY LLC

Endorsement Effective Date: 01/01/2021

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US.YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "**accident**" or the "**loss**" under a contract with that person or organization.

Form No: CA 04 44 10 13

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 3; Page: 1 of 1

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL
60606

Policy No: BUA 5082910360

Policy Effective Date: 01/01/2021

Policy Page: 53 of 245

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

PREMIUM FOR THIS BLANKET WAIVER OF SUBROGATION ENDORSEMENT APPLIES TO ALL OPERATIONS OF THE INSURED AND WILL BE CHARGED AT 2% OF TOTAL MANUAL PREMIUM DEVELOPED FOR THE STATE OF NEVADA. NO MINIMUM CHARGE APPLIES.

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

Endorsement Effective **01/01/21** Policy No. **WLV 5038749 03**
Insured **THE TIBERTI COMPANY LLC**
Insurance Company **INSURANCE COMPANY OF THE WEST**

Endorsement No.
Premium \$ **INCL.**

Countersigned By _____



NOTICE OF CANCELLATION TERMS AND CONDITIONS

Notice of cancellation is a policy right, not an unregulated service. For example, the *insured* can cancel immediately, so it would be impossible for the insurer to give you the notice you request. State law also grants the insurer the right to cancel for reasons such as nonpayment with less notice than you require.

The Insurance Carrier is obligated to mail or deliver written notice of cancellation to the first Named Insured only.

For the reason just cited, if our agency were to issue a certificate that provides the cancellation notice you request, we would do so with the full knowledge that it would be impossible to actually give that amount of notice under certain circumstances. As such, the certificate could be alleged to constitute a misrepresentation or fraud which could subject our agency and staff to serious civil and criminal penalties.

CLARK COUNTY BUSINESS LICENSE

MULTI-JURISDICTIONAL ID 1002191358
LICENSE NUMBER: 2002015-023-140
LICENSE PERIOD: 05/01/2021 - 10/31/2021

LICENSEE IS AUTHORIZED TO CONDUCT BUSINESS IN THE
FOLLOWING JURISDICTIONS:
CLARK COUNTY (Primary)
CITY OF HENDERSON
CITY OF LAS VEGAS
CITY OF NORTH LAS VEGAS

POST IN A CONSPICUOUS PLACE AT THE BUSINESS LOCATION

ISSUED TO:

Tiberti Fence Company
4975 Rogers St
Las Vegas, NV 89118

BUSINESS LOCATION ADDRESS:

4975 Rogers St
Las Vegas, NV 89118

TYPE OF LICENSE: Construction - Contractor

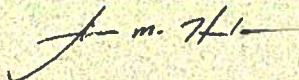
All signage must conform to standards set forth in Clark County Codes 30.72 and 30.48. Business owners are responsible to keep business property free of trash and graffiti, conform to all zoning codes requirements and, if applicable, all conditions set forth in a Notice of Final Action issued by Comprehensive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

Current Planning Comments :


M-1 zone. Approved for contractor.

DISCLAIMER

ISSUANCE OF A BUSINESS LICENSE IS NOT AN ENDORSEMENT OF THE BUSINESS PRACTICE OF THE LICENSEE.
PLEASE SEE REVERSE SIDE FOR ADDITIONAL INFORMATION



JAMES HEADEN
ACTING MANAGER OF BUSINESS LICENSE



VINCENT QUEANO
ACTING MANAGER OF BUSINESS LICENSE

**DEPARTMENT OF
BUSINESS LICENSE**
500 S GRAND CENTRAL PARKWAY
BOX 551810
LAS VEGAS NV 89155-1810
PHONE: (702) 455-4252



TIBEHOL-01

MESPINOZA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/30/2020

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

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

PRODUCER Cragin & Pike, Inc. 2603 W. Charleston Blvd. Las Vegas, NV 89102	CONTACT NAME: PHONE (A/C, No, Ext): (702) 877-1111 FAX (A/C, No): (702) 258-3394 E-MAIL ADDRESS: reception@cragin-pike.com
INSURER(S) AFFORDING COVERAGE	
INSURED	NAIC #
The Tiberti Company, LLC 500 So Rancho Dr #2 Las Vegas, NV 89106	INSURER A : Continental Insurance Co. 35289 INSURER B : Insurance Company of the West (ICW) 27847 INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$500 Ded <input checked="" type="checkbox"/> \$10,000 Res/Sub Ded GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	5082910357	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY \$2,500 Liability Ded <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	5082910360	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	X	6045566153	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N / A	WLV503874903	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: City of North Las Vegas

Additional Insured status applies as respects the General Liability policy for ongoing and completed operations, per form CNA75079XX attached. This insurance shall be primary non-contributory as respects the General Liability policy, per form CNA75079XX attached. A Waiver of Transfer of Rights of Recovery against Others to Us (Waiver of Subrogation) applies as respects the General Liability policy per form CNA74705XX attached. Additional Insured status applies as respects the Automobile policy, per form CA2048 attached. A Waiver of Transfer of Rights of Recovery against Others to Us (Waiver of Subrogation) applies as respects the Automobile policy per form CA0444 attached. A Waiver of Transfer of Rights of Recovery against Others to Us (Waiver of Subrogation) applies as respects the Workers Compensation policy per form WC000313 attached. Notice of Cancellation Terms and Conditions letter attached. Excess is following form to General Liability, Automobile liability and Employers Liability.

CERTIFICATE HOLDER**CANCELLATION**

City of North Las Vegas 2250 Las Vegas Blvd. N North Las Vegas, NV 89030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---



Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
 - A. in the performance of your ongoing operations subject to such **written contract**; or
 - B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. the **written contract** requires you to provide the additional insured such coverage; and
 - 2. this **coverage part** provides such coverage.

II. But if the **written contract** requires:

- A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B. additional insured coverage with "arising out of" language; or
- C. additional insured coverage to the greatest extent permissible by law;

then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.

IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:

- A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
- B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

CNA75079XX (10-16)

Page 1 of 2

The Continental Insurance Co.

Insured Name: THE TIBERTI COMPANY LLC

Policy No: 5082910357

Endorsement No: 4

Effective Date: 01/01/2021



**Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement****Primary and Noncontributory Insurance**

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury or property damage**; or
 2. the offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



Contractors' General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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25. Waiver of Subrogation – Blanket
26. Wrap-Up Extension: OCIP CCIP, or Consolidated (Wrap-Up) Insurance Programs

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Contractors' General Liability Extension Endorsement

- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph **1.b.** is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph **1.d.** is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage** or **personal and advertising injury** giving rise to the **claim**.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

- A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor



DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "**insureds**" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: THE TIBERTI COMPANY LLC

Endorsement Effective Date: 01/01/2021

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION THAT THE NAMED INSURED IS OBLIGATED TO PROVIDE INSURANCE WHERE REQUIRED BY A WRITTEN CONTRACT OR AGREEMENT IS AN INSURED, BUT ONLY WITH RESPECT TO LEGAL RESPONSIBILITY FOR ACTS OR OMISSIONS OF A PERSON/ORGANIZATION FOR WHOM LIABILITY COVERAGE IS AFFORDED UNDER THIS POLICY

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

Each person or organization shown in the Schedule is an "**insured**" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "**insured**" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

Form No: CA 20 48 10 13

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 5; Page: 1 of 1

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 5082910360

Policy Effective Date: 01/01/2021

Policy Page: 56 of 245



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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: THE TIBERTI COMPANY LLC

Endorsement Effective Date: 01/01/2021

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "**accident**" or the "**loss**" under a contract with that person or organization.

Form No: CA 04 44 10 13

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 3; Page: 1 of 1

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL
60606

Policy No: BUA 5082910360

Policy Effective Date: 01/01/2021

Policy Page: 53 of 245

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

PREMIUM FOR THIS BLANKET WAIVER OF SUBROGATION ENDORSEMENT APPLIES TO ALL OPERATIONS OF THE INSURED AND WILL BE CHARGED AT 2% OF TOTAL MANUAL PREMIUM DEVELOPED FOR THE STATE OF NEVADA. NO MINIMUM CHARGE APPLIES.

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

Endorsement Effective **01/01/21** Policy No. **WLV 5038749 03**
Insured **THE TIBERTI COMPANY LLC**
Insurance Company **INSURANCE COMPANY OF THE WEST**

Endorsement No.
Premium \$ **INCL.**

Countersigned By _____



NOTICE OF CANCELLATION TERMS AND CONDITIONS

Notice of cancellation is a policy right, not an unregulated service. For example, the *insured* can cancel immediately, so it would be impossible for the insurer to give you the notice you request. State law also grants the insurer the right to cancel for reasons such as nonpayment with less notice than you require.

The Insurance Carrier is obligated to mail or deliver written notice of cancellation to the first Named Insured only.

For the reason just cited, if our agency were to issue a certificate that provides the cancellation notice you request, we would do so with the full knowledge that it would be impossible to actually give that amount of notice under certain circumstances. As such, the certificate could be alleged to constitute a misrepresentation or fraud which could subject our agency and staff to serious civil and criminal penalties.