FIRST AMENDMENT TO LED RETROFIT KIT FIXTURES PURCHASE AGREEMENT

This First Amendment to the Purchase Agreement (the "First Amendment") is made and entered into as of _____ (the "Effective Date") by and between the City of North Las Vegas, a Nevada municipal corporation, (hereinafter referred to as "City"), and Main Electric Supply Company, LLC., a California limited liability company, (hereinafter referred to as "Provider").

RECITALS

WHEREAS, on September 18, 2020 the City and Provider entered into an Agreement to purchase LED retrofit fixtures (the "Original Agreement"), a copy of which is attached hereto as "Exhibit A" (69 pages); and

WHEREAS, the Parties wish to amend the contract to include the additional LED retrofit fixtures to be provided as per Quote dated May 19, 2021, in the amount of Eighty-Two Thousand, One Hundred Twenty-Nine Dollars and 60/100 ($89,129.60) attached hereto as "Exhibit B".

WHEREAS, the Parties wish to amend the not to exceed amount of One Hundred Fifteen Thousand, One Hundred Twenty-Eight Dollars and 00/100 to a not to exceed amount of to One Hundred Ninety- Seven Thousand Two Hundred Seventy Five Dollars and 60/100 ($197,257.60); and

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 2.1 of the Original Agreement shall be deleted and replaced with the following

"The term of this Agreement shall commence on the Effective Date and continue until the Project is complete as determined by the City in its sole and complete discretion, whichever is later (the "Term"). Depending on the City's order quantities for the project, the City may pay the Provider for the Products up to an amount not to exceed One Hundred Ninety-Seven Thousand And Two Hundred Fifty Seven Dollars and 60/100 ($197,257.60)

2. Exhibit B of the Original Agreement shall be amended to include Exhibit B to this First Amendment.

3. 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

Main Electric Supply Company, LLC
a California limited liability company

By: _____
Name: MATT ZAWIEWSKI
Title: BRANCH MANAGER

Attest:

By:_____
Marie E. Purcell, CMC, Acting City Clerk

Approved as to Form:

By:_____
Micaela Rustia Moore, City Attorney

EXHIBIT A
ORIGINAL AGREEMENT

LED RETROFIT KIT FIXTURES PURCHASE AGREEMENT

This LED Retrofit Kit Fixtures Purchase Agreement (the "Agreement") is made and entered into as of 09/18/2020 16:51:38 PDT (the "Effective Date") by and between the City of North Las Vegas, a Nevada municipal corporation (the "City") and Main Electric Supply Company LLC, a California limited liability company (the "Provider").

RECITALS

A. The City desires to purchase LED retrofit fixtures (the "Products") for the exiting Metal-Halide (MH) *Vandalum* "Mushroom-head" at all Las Vegas Wash trails (the "Project").

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

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

SECTION ONE
RESPONSIBILITY OF PROVIDER

1.1. The Provider shall perform all of its obligations in the manner set forth in this Agreement including, without limitation, selling the Products to the City at the prices and quantities set forth in the Provider's bid dated February 25, 2020 (the "Bid") attached hereto as Exhibit A, complying with the terms of the Invitation to Bid attached hereto as Exhibit B, additional terms attached hereto as Exhibit C, and all related additional or incidental tasks necessary to effectuate the intent of this Agreement.

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

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

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

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

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

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

SECTION TWO
PAYMENT AND TERM

2.1. The term of this Agreement shall commence on the Effective Date and continue until the Project is complete as determined by the City in its sole and complete discretion, whichever is later (the "Term"). Depending on the City's order quantities for the Project the City may pay the Provider for the Products up to an amount not to exceed One Hundred Fifteen Thousand, One Hundred Twenty-Eight Dollars and 00/100 ($115,128.00).

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

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

City of North Las Vegas Finance Department
ATTN: Accounts Payable, Suite 700
2250 Las Vegas Blvd., N.
North Las Vegas, NV 89030

SECTION THREE
REPRESENTATIONS AND WARRANTIES

3.1. Provider represents and warrants for the benefit of City, in addition to any other representations and warranties made in this Agreement, with the knowledge and expectation of City's reliance thereon, as follows:

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

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

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

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

SECTION FOUR
INSURANCE

4.1. Provider shall procure and maintain, and shall cause each subcontractor, principal or agent to procure and maintain at all times the following insurance coverage for all work related to the performance of this Agreement:

(a) Workers' Compensation Insurance as required by applicable law, covering all persons employed in connection with the matters contemplated hereunder and with respect to whom death or injury claims could be asserted against City, Provider or Provider's subcontractors, principals, or agents.

(b) Commercial General Liability (bodily injury and property damage) insurance in a policy limit of not less than $1,000,000.00 per occurrence and in the aggregate. Such General Liability insurance policy shall include the City as an additional insured under a blanket Additional Insured endorsement.

(c) Automobile Liability insurance in a policy limit of not less than $1,000,000 bodily injury, $1,000,000 in property damage for each accident and $2,000,000 for combined single limit per occurrence. Such Automobile Liability insurance policy shall be endorsed as to include the City as an additional insured.

SECTION FIVE
TERMINATION

The City may terminate this Agreement at any time with or without cause upon notice to the Provider, and the City shall have no liability to the Provider for such termination except that the City shall pay the Provider for the reasonable value of the Products provided by the Provider to City up through and including the date of termination, provided that the Provider, within thirty (30) days following the date of the City's termination notice, submits an invoice for such Products in a form reasonably acceptable to the City and such invoice is supplemented by such underlying source documentation as is reasonably requested by the City.

SECTION SIX
INDEMNIFICATION

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

SECTION SEVEN
NOTICES

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

To City: City of North Las Vegas
Attention: Joy Yoshida
2250 Las Vegas Blvd., N., Suite 710
North Las Vegas, Nevada 89030
Phone: 702-633-1745

To Provider: Main Electric Supply Company LLC
Attention: Grant Braverman
6425 S. Jones Blvd. Ste. 101
Las Vegas, NV 89118
Phone: 702-805-5052

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

SECTION EIGHT
MISCELLANEOUS

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

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

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

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

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

8.6. Attorneys' Fees. In the event any action is commenced by either party against the other in connection with this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees, as determined by the court, including without limitation, fees for the services of the City Attorney's Office. This Section 8.6 shall survive the completion of this Agreement until the applicable statutes of limitation expire.

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

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

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

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

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

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

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

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

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

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

[This space is left intentionally blank. Signatures page to follow.]

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

City of North Las Vegas,
a Nevada municipal corporation

By:_____
John J. Lee, Mayor

Main Electric Supply Company LLC,
a California limited liability company

By:_____
Name: Ed Gyllenhammer
Title: Mgr - Region Operations

Attest:

By:_____
Catherine A. Raynor, MMC, City Clerk

Approved as to Form:

By:_____
Micaela Rustia Moore, City Attorney

Exhibit A

BID

Please see attached page(s).

B-1594 Addendum 2
Main Electric Supply Company, LLC
Supplier Response

Event Information

Number: B-1594 Addendum 2
Title: Las Vegas Wash Trails LED Lighting Upgrade
Type: Invitation for Bid
Issue Date: 1/23/2020
Deadline: 2/25/2020 10:00 AM (PT)
Notes: This is an invitation to bid from the City of North Las Vegas to purchas e replacement LED retro-kit fixture for the existing Las Vegas Wash Tr ails Metal-Halide (MH) Vandalume "Mushroom-head" that the City of N orth Las Vegas is utilizing in ALL Trails

Contact Information

Contact: Marie Leake
Address: 2250 Las Vegas Blvd. Suite 710
North Las Vegas, NV 89030
Phone: 1 (702) 6332440
Email: leakem@cityofnorthlasvegas.com

Main Electric Supply Company, LLC Information

Address: 3600 W. Segerstrom Ave.
Santa Ana, CA 92704
Phone: (949) 833-3052

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

GRANT BRAVERMAN
Signature

GRANT.BRAVERMAN@MAINELECTRICSUPPLY.COM
Email

Submitted at 2/25/2020 11:14:41 AM

Requested Attachments

Required Documents

doc01550420200225084609.pdf

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

Response Attachments

DISR LV WASH NLV.pdf

Spec attached.

Bid Attributes

1	**Acknowledgment of Addendum No 1** I have read and acknowledge Addendum No. 1 Acknowledgment of Addendum No 1
2	**Acknowledgment of Addendum No 2** I have read and acknowledge Addendum No. 2 Acknowledgment of Addendum No 2

Bid Lines

1 LED Retro-Kit Fixture

Quantity: 525 UOM: EACH Unit Price: $146.66 Total: $76,996.50

Item Attributes

1. Quoted as Specified or Alternate

Please click on whether you are quoting as specified or an alternate.

****If you are quoting an Alternate, please include the product specification as an attachment in the response attachments tab****

Alternate

2	Shipping Cost (If applicable) ****If shipping cost does not apply, Please enter "0"**** Quantity: 1 UOM: EA Unit Price: $0.00 Total: $0.00

Response Total: $76,996.50

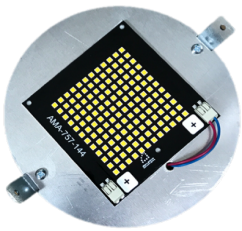
DECO Lights, inc.	Description : DXRML-50-CST-50K-SPD-E26-ED-(T3/T5) Project Name: LAS VEGAS WASH TRAIL - NLV Notes:	TYPE:

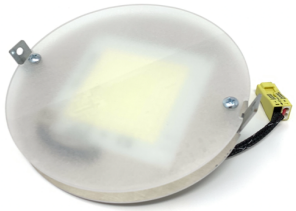
disruptive Solid State Lighting

DXR LED RETROFIT KITS

We believe that products can always be made better…
We are passionate about design, and carefully select quality materials that are built to last…
LED is an investment that is meant to save energy and virtually eliminate lighting maintenance.
Investment-Grade LED Lighting is what we do.
Giving you peace of mind and confidence in your investment is why we do it.

PRODUCT SPECIFICATIONS





BENEFITS:

DISRUPTIVE EFFICIENCY: AMA engines power our kits with efficiency of up to 190 lumens per watt.

ECLOSDED FIXTURE RATED: Advanced thermal management enables our fixtures to be installed in explosion proof and inground fixtures.

SIMPLE INSTALLATION: DXR Retrofit Kits can come with expandable brackets that can be mounted directly to existing trim, or with non-electrically connected screw in base brackets, making installations as simple as possible.

CUSTOM PLATES: DXR plates can be custom made to install our kits in virtually any fixture type or space.

MADE IN AMERICA!

PERFORMANCE SUMMARY:

- **Lumen Range (per module):** 1900-4300 lumens
- **Available Light Engine Lumens Per Watt Packages:**
  - **LD:** 145-180 lm/w
  - **ML:** 165-190 lm/w
- **Operating Temperature is -40°F to 176°F**
- **PF >0.95**
- **Standard Beam Spread:** 180°
- **Total Thickness:** ⅛”
- **Standard CRI:** 80
- **Standard voltage:** 120-277VAC

SELECT E26 BASE, E39 BASE, OR NONE FOR BRACKET MOUNT

ORDERING GUIDE

EXAMPLE: DXRML-25/CAN/50K/ED/E26

CATALOG NUMBER	PLATE STYLE		COLOR TEMPERATURE		OPTIONS	
DXRLD-10	CAN	CAN STYLE	27K	2700K	E26	MED SECREW IN BRACKET
DXRLD-12	CST	CUSTOM	30K	3000K	E39	MOGUL SCREW IN BRACKET
DXRLD-16			40K	4000K	ED	0-10V DIMMING (STANDARD)
DXRLD-25			50K	5000K	LD	LINE VOLTAGE DIMMING
DXRML-10					EM	EMERGENCY KIT
DXRML-12					LC	PC FROSTED LENS COVER
DXRML-16					WET	WET LOCATION UPGRADE
DXRML-25					SPD	20Kv SURGE PROTECTOR
DXRML-50					**NOTE:** CUSTOM PLATE DESIGNS MUST BE	
DXRML-75					SUBMITTED PRIOR TO FINAL QUOTE RELEASE.	

Intertek DLC GENUINE NICHIA LED CE RoHS COMPLIANT 10 year LIMITED WARRANTY DIMMABLE MADE IN AMERICA

DISRUPTIVESSL.COM
888.886.3775 / INFO@DISRUPTIVESSL.COM

DECO Lights, inc.	Description : DXRML-50-CST-50K-SPD-E26-ED-(T3/T5) Project Name: LAS VEGAS WASH TRAIL - NLV Notes:	TYPE:

disruptive Solid State Lighting

DXR LED RETROFIT KITS

WATTAGE & HID EQUAL

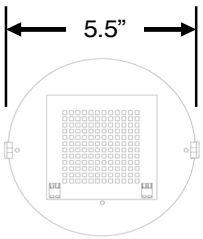
CATALOG NUMBER	WATTS	HID EQUAL
DXRLD-10	7	50-75
DXRLD-12	10	75-100
DXRLD-16	15	100-125
DXRLD-25	25	125-175
DXRML-10	7	50-75
DXRML-12	10	75-125
DXRML-16	15	125-150
DXRML-25	25	150-250
DXRML-50	50	250-350
DXRML-75	75	375-450

LUMENS TABLE

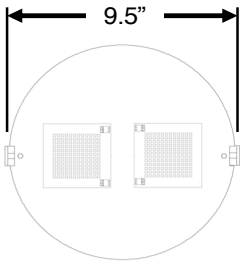
CATALOG NUMBER	LUMENS 2700K	LUMENS 3000K	LUMENS 4000K	LUMENS 5000K
DXRLD-10	1266	1333	1403	1477
DXRLD-12	1629	1715	1805	1900
DXRLD-16	2143	2256	2375	2500
DXRLD-25	3087	3249	3420	3600
DXRML-10	1120	1715	1805	1900
DXRML-12	1886	1985	2090	2200
DXRML-16	2389	2654	2794	2940
DXRML-25	3687	3880	4085	4300
DXRML-50	7373	7762	8170	8600
DXRML-75	10,900	11,462	12,065	12,700

CAN STYLE PLATE PHYSICAL DIMENSIONS:

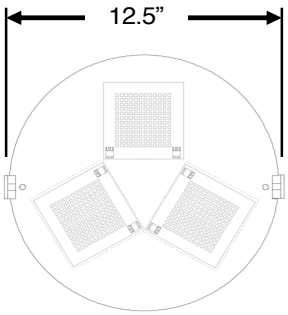
25W AND LOWER MODELS



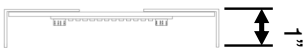
DXRML-50 MODEL

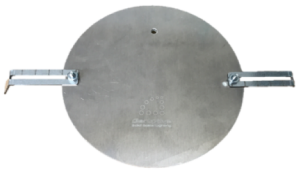


DXRML-75 MODEL

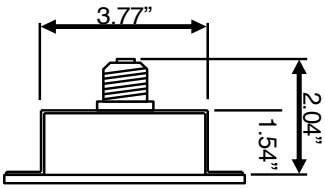


ALL MODELS





STANDARD BRACKETS SPAN TO FIT EXISTING TRIMS FROM 6” TO 10” IN DIAMETER.



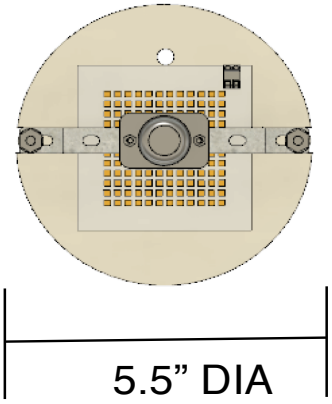
NON-ELECTRICALLY CONNECTED SCREW BASE MOUNTING BRACKET

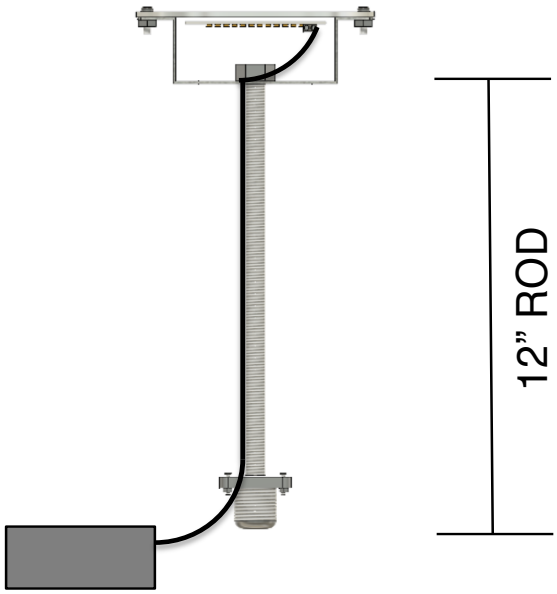
DECO Lights, inc.	Description :	CUSTOM MOUNT INCLUDED	TYPE:
	Project Name:	LAS VEGAS WASH TRAIL - NLV	
	Notes:		

DSSL

DXR LED RETROFIT KITS

CITY OF NORTH LAS VEGAS CUSTOM 25W UNIT





REMOTE DRIVER

DISRUPTIVESSL.COM

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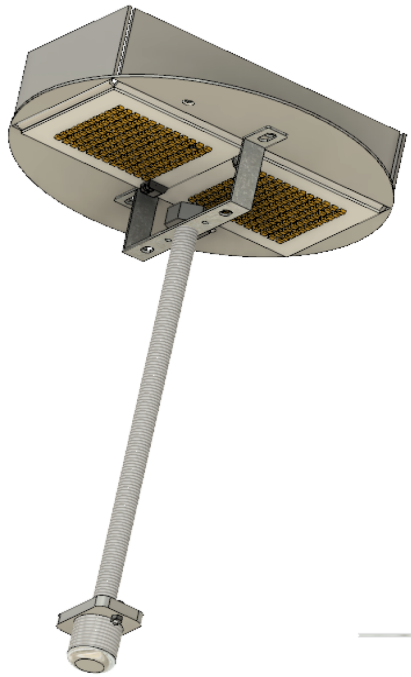
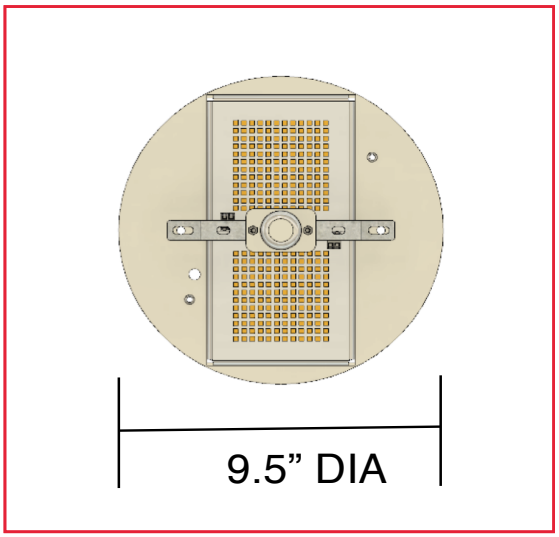
DECO Lights, inc.	Description :	CUSTOM MOUNT INCLUDED	TYPE:
	Project Name:	LAS VEGAS WASH TRAIL - NLV	
	Notes:		

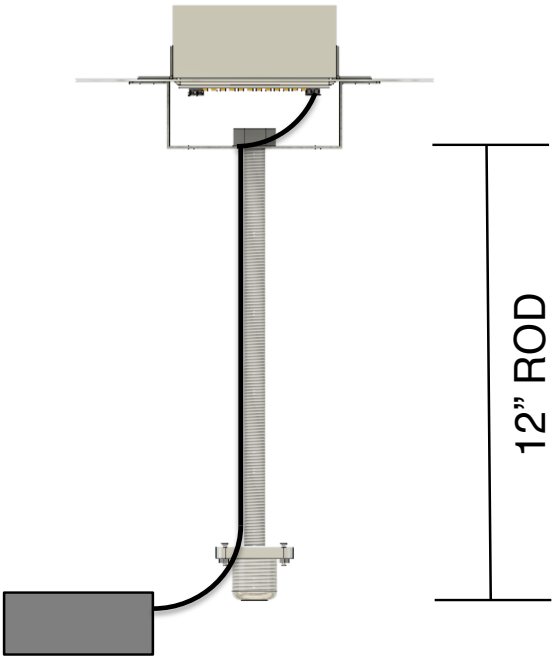
DSSL

DXR LED RETROFIT KITS

CITY OF NORTH LAS VEGAS CUSTOM 50W UNIT







SELECT REMOTE DRIVER OR TOP MOUNT DRIVER

REMOTE DRIVER

DISRUPTIVESSL.COM

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CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1594 Las Vegas Wash Trails LED Lighting Upgrade
EXHIBIT A
OFFER STATEMENT AND BUSINESS INFORMATION

This Bid is submitted in response to **BID B-1594 Las Vegas Wash Trails LED Lighting Upgrade** and constitutes an offer by this company to enter into a contract as described herein.

Grant Braverman
AUTHORIZED SIGNATURE NAME (TYPE OR PRINT)

Grant Braverman
LEGAL NAME OF RESPONDENT

x
AUTHORIZED SIGNATURE

02/24/2020
DATE

Salesperson
TITLE

(702) 772-1777
TELEPHONE NUMBER

(702) 896-2128
FAX NUMBER

6425 S Jones Blvd Suite 101
ADDRESS OF RESPONDENT

Las Vegas
CITY

NV
STATE

89118
ZIP CODE

E-MAIL ADDRESS: grant.braverman@mainelectricsupply.com

CNLV-BUSINESS LICENSE NO: 111501

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

FOR INFORMATIONAL PURPOSES ONLY
Is this Respondent a Minority, Women or Disabled Veteran Business Enterprise?
✓ No ___ Yes If YES specify ___MBE ___WBE ___DVBE

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

CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1594 Las Vegas Wash Trails LED Lighting Upgrade
EXHIBIT B
QUALIFICATIONS AND EXPERIENCE OF RESPONDENT

Name: Main Electric Supply Company

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

in business since 1946. Full service electrical distributor.

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

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

Point of Contact: Deon Ford Phone Number: 702-455-6286

E-Mail Address: Deon.ford@clarkcounty.gov

Brief Description of Contract Scope:
ARC for led lights county wide

Term of Contract (Base plus Option Years): 5

Year of Base Contract Award: 200,267.50 Year Contract Completed: 2023

Base Contract Amount: $ 200,267.50 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-1594 Las Vegas Wash Trails LED Lighting Upgrade
EXHIBIT B – QUALIFICATIONS AND EXPERIENCE OF RESPONDENT (Continued)

Example Contract 2:

Company Name: City of henderson traffic

Company Address: 240 S. Water Street

Point of Contact:: Kevin Futch Phone Number: 702-267-3200

E-Mail Address: Kevin.Futch@cityofhenderson.com

Brief Description of Contract Scope:

FFB 102-18 - Arc Street light materials

Term of Contract (Base plus Option Years): 5

Year of Base Contract Award: 2017 Year Contract Completed: 2022

Base Contract Amount: $ 615,210 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: Northwest Edison

Company Address: Reno/Sparks- 2085 Evening Shadows Dr.

Point of Contact: Darren Smith Phone Number: 425-420-0013

E-Mail Address: darrens@nwedison.com

Brief Description of Contract Scope: Washoe County School District LED retrofit.

Term of Contract (Base plus Option Years): 1 year

Year of Base Contract Award: 2019 Year Contract Completed: 2020

Base Contract Amount: $ 1,719,000 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-1594 Las Vegas Wash Trails LED Lighting Upgrade
EXHIBIT C – AFFIDAVIT OF REJECTION OF COVERAGE
FOR WORKERS' COMPENSATION
UNDER NRS 616B.627 AND NRS 617.210

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

1. I make the following assertions pursuant to NRS 616B.627 and NRS 617.210.
2. Main Electric Supply Co is a material only provider. ~~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, Ed Gyllenhammer, do here swear under penalty of perjury that the assertions of this affidavit are true.

Signed this ~~24th~~ 25th day of February, 2020.

Signature _____

State of NV

County of Clark

Signed and sworn to (or affirmed) before me on this 25th day of February, 2020, by Edmund Gyllenhammer (name of person making statement).

Notary Signature _____

STAMP AND SEAL

SATVIR S. DEOL
Notary Public State of Nevada
No. 17-3622-1
My Appt. Exp. September 21, 2021

CITY OF NORTH LAS VEGAS

Your Community of Choice

CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1594 Las Vegas Wash Trails LED Lighting Upgrade
EXHIBIT D- Non-Collusion Affidavit

State of Nevada County of Clark

Ed Gyllenhammer being first duly sworn deposes that:

(1) He/She is the Manager of Grant Braverman, 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: VP Regional Operations

Subscribed and sworn to before me this ~~24th~~ 25th day of February ~~201~~ 2020.

_____

Notary Public

My Commission expires: 09/21/2021

SATVIR S. DEOL
Notary Public State of Nevada
No. 17-3622-1
My Appt. Exp. September 21, 2021

CITY OF NORTH LAS VEGAS

Your Community of Choice

CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1594 Las Vegas Wash Trails LED Lighting Upgrade

EXHIBIT E- Written Certification

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

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

Ed Gyllenhammer
AUTHORIZED SIGNATURE NAME (TYPE OR PRINT)

Edmund John Gyllenhammer
LEGAL NAME OF RESPONDENT

AUTHORIZED SIGNATURE

02/24/2020
DATE

VP Regional Operations
TITLE

Exhibit B

Invitation to Bid

Please see attached page(s).

Mayor
John J. Lee

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

City Manager
Ryann Juden

CITY OF NORTH LAS VEGAS
Your Community of Choice

Finance Department
Purchasing-Risk Management 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

January 23, 2020

CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1594 Las Vegas Wash Trails LED Lighting Upgrade

Bids will be received electronically only through the Nevada Gov eMarketplace (NGEM) System at www.ngemnv.com until **February 25, 2020 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 **January 28, 2020 at 1:00 p.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 must be submitted electronically in the NGEM System or via e-mail to at leakem@cityofnorthlasvegas.com. The cut-off time for all questions is **February 12, 2020, 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.

Catherine A. Raynor

Catherine A. Raynor, MMC
City Clerk

Published in the Las Vegas Review Journal
(January 24, 2020)

CITY OF NORTH LAS VEGAS INVITATION TO BID
BID B-1594 Las Vegas Wash Trails LED Lighting Upgrade

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

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

3. **FORM OF CONTRACT:**
Execution of the Contract by all named parties will authorize delivery of goods 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 Marie Leake, Buyer at leakem@cityofnorthlasvegas.com or ATTN: Marie Leake, Buyer, 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 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 remain in effect until all product has been delivered.

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 term of the Contract.

24. AUDIT OF RECORDS:

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

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

(c) If, at any time during the term of this Bid, or at any time after the expiration or termination of the Bid, the City or the City's designated representative(s) finds the dollar liability is less than payments made by the City to the successful Respondent, the successful Respondent agrees that the difference shall be either: (i) repaid immediately by the successful Respondent to the City or (ii) at the City's option, credited against any future billings due the successful respondent.

(d) The successful Respondent must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order; however, if the City decides that the facts justify, the City may receive and act upon an invoice submitted before final payment of the Bid.

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

25. INDEPENDENT CONTRACTOR:

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

26. COMPANY PERSONNEL:

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

27. KEY PERSONNEL:

The City designates Marie Leake, Buyer, as the responsible party for managing this Bid Advertisement. She can be reached at 702-633-2440 or at Marie Leake, Buyer and is available Monday through Thursday from 6am to 4pm.

The City also designates Mike Hudgeons, City Traffic Engineer, as the project manager for this service. He can be contacted at 702-633-1224 or at hudgeonsm@cityofnorthlasvegas.com and is available Monday through Thursday from 8am to 4pm.

The cutoff date for any questions regarding this is **February 12, 2020, at 12:00 p.m.**. Any questions submitted beyond this cut off time will not be answered.

CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1594 Las Vegas Wash Trails LED Lighting Upgrade

DEFINITIONS

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

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

City - the City of North Las Vegas.

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

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

City Council - the legislative body that governs the city.

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

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

City Staff - any person currently employed by the City.

Contract – the written agreement between the City and the Respondent selected by the City as having the 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 Meeting – a meeting that Respondent may attend to have the project requirements defined. This allows the Respondent to ask questions necessary to enable Respondent to provide a bid.

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

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

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

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

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

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

CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1594 Las Vegas Wash Trails LED Lighting Upgrade
SCOPE OF WORK

1. **Scope of Work:**

The City is seeking the purchase replacement LED retro-kit fixture for the existing Las Vegas Wash Trails Metal-Halide (MH) Vandalume "Mushroom-head" that the City of North Las Vegas is utilizing in ALL Trails.

The selected LED retro-fit kit must meet the below mentioned Lighting Specifications:

- LED retrofit kit MUST be able to fit inside the existing fixture housing w/ no physical modifications necessary to the housing
- Input Voltage: multi-tap (120-277V)
- Color Temperature: 5000 Kelvin
- Distribution pattern: T3, T5
- Lumens: 6,000+ Lm (delivered lumens at 55w)
- Surge Protection: Thermally protected 20kA/ 40 kV varistor type surge suppressor, meets ANSI C136.2-2015: Extreme Level.
- Dimming: 10-10V standard dimming capability
- Color Rendering Index (CRI): Minimum of 80+ or higher
- Warranty: **10 year L70 performance based warranty**
- DesignLights Consortium (DLC) Qualified Product: Yes
- Must submit photometric report (of proposed product) w/ physical sample prior to approval and procurement

2. **Contractor Responsibilities:**

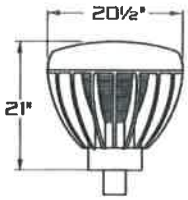
Fixture that will be selected for the retro-fit will be a conversion-kit fixture that has already been used and tested throughout various fixtures on the Las Vegas Wash Trail **(Part #: USAL-VPABM/II/NW/64LED/350MA) or approved equal by the City of North Las Vegas Traffic Operations Supervisor.**

The conversion kit MUST come w/ a 10 yr warranty for the LED's, Driver & the surge suppression.

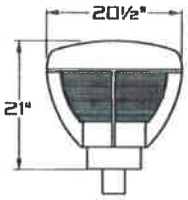
Existing Mushroom Head Spec below:

VNDL

(400 WATT MAX.)

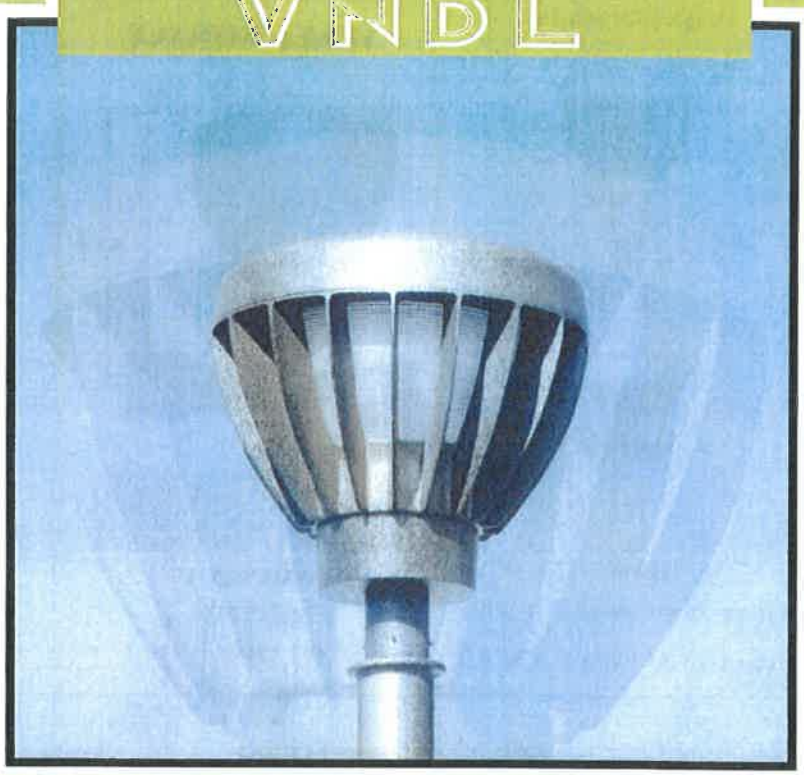


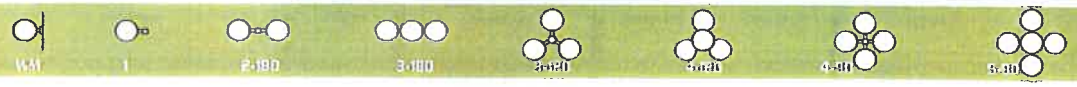
VNDL



VNDLF

E.P.A. VNDL= 1.65
VNDLF=1.65





SPECIFICATIONS

LUMINAIRE: HOUSING AND HOOD ALL HEAVY WALL DURABLE. CORROSION RESISTANT. CAST ALUMINUM CONSTRUCTION.

OPTICS: CLEAR POLYCARBONATE PRISMATIC REFRACTOR PROVIDES TYPE II OR TYPE V LIGHT DISTRIBUTION.

LAMP HOLDER: MEDIUM OR MOGUL BASE PORCELAIN WITH LAMP LOCKING SHELL.

LAMP: (BY OTHERS)

BALLAST: H.P.F./C.W.A. AUTOTRANSFORMER. -20° STARTING TEMPERATURE. ELECTRICAL COMPONENTS ARE MOUNTED TO A REMOVABLE BALLAST TRAY. BALLAST IS EQUIPPED WITH FACTORY INSTALLED QUICK DISCONNECT PLUG.

FINISH: POLYESTER POWDER COAT-STATE OF THE ART 20 PSI PRESSURE POWER WASH AT 140° TEMPERATURE INCORPORATES FOUR STEP IRON PHOSPHATE PROCESS TO CLEANSE AND PRETREAT THE METAL SURFACE FOR MAXIMUM PAINT ADHESION. ELECTROSTATICALLY APPLIED TEXTURED POLYESTER POWDER TOPCOAT IS BAKED AT 400° TEMPERATURE FOR MAXIMUM HARDNESS AND EXTERIOR DURABILITY.

U.L. Listed for wet location

U.S. ARCHITECTURAL LIGHTING

www.usaltg.com

B10-1

SCALE: 3/8" = 1'

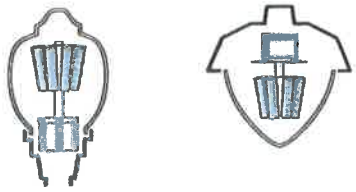
DSTR25 64 LED's Max.
DSTR1 64 LED's Max.

VNDL 64 LED's Max.

Retrofitting the LED Power Array™

into Non-Sun Valley Luminaires

The flexibility of the LED Power Array™ is ideally suited to be retrofitted to preinstalled fixtures. Globes or lanterns, base or pendant mounted can all be retrofitted with a standard or custom solution. With a few simple guidelines, the LED Power Array™ is an ideal solution for updating the illumination source the long-life, energy saving LED's.

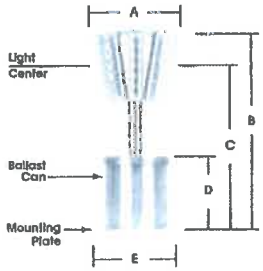


Base Mount or Top Mount

Guideline Dimensions

These standard guidelines can help determine if an LED Power Array™ solution may be used. Custom solutions are available.

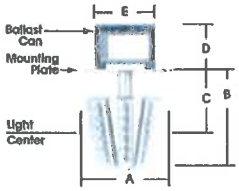
Angled Array-Base Mount



	8 Array 48 LED Max.	10 Array 80 LED Max.
A[1]	7.00" Dia. (178mm)	9.00" Dia. (229mm)
B	13.25" Min. (337mm)	14.75" Min. (375mm)
C	10.75" Min. (273mm)	11.75" Min. (298mm)
D	7.00" (178mm)	7.00" (178mm)
E	6.50" (165mm)	6.50" (165mm)

[1] Enclosure opening must be at least ¼" larger to allow insertion of Power Array™.

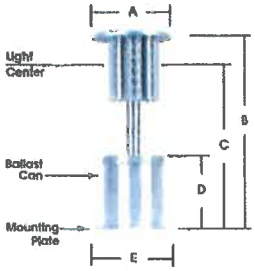
Angled Array-Top Mount



	8 Array 48 LED Max.	10 Array 80 LED Max.
A[1]	7.00" Dia. (178mm)	9.00" Dia. (229mm)
B	6.25" Min. (159mm)	7.75" Min. (197mm)
C	3.75" Min. (95mm)	4.75" Min. (121mm)
D	5.00" (127mm)	6.00" (127mm)
E	7.00" (178mm)	7.00" (178mm)

[1] Enclosure opening must be at least ¼" larger to allow insertion of Power Array™.

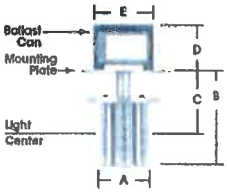
Vertical Array-Base Mount



	6 Tube 48 LED Max.	8 Tube 64 LED Max.
A[1]	4.25 Dia. (108mm)	6.00" Dia. (152mm)
B	14.75" Min. (375mm)	14.75" Min. (375mm)
C	11.75" Min. (298mm)	11.75" Min. (298mm)
D	7.00" Dia. (178mm)	7.00" Dia. (178mm)
E	6.50" Dia. (165mm)	6.50" Dia. (165mm)

[1] Enclosure opening must be at least ¼" larger to allow insertion of Power Array™.

Vertical Array-Top Mount

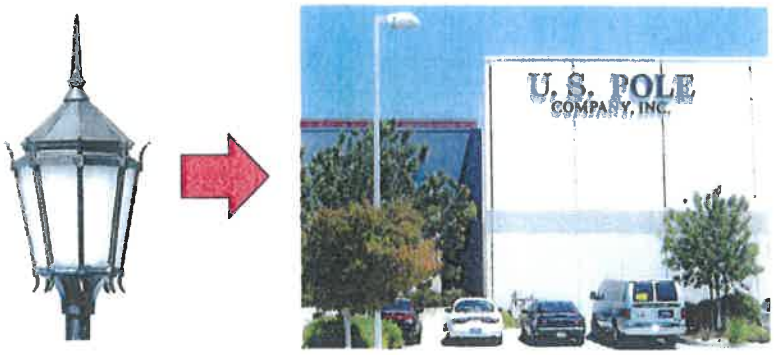


	6 Tube 48 LED Max.	8 Tube 64 LED Max.
A[1]	4.25" Dia. (108mm)	6.00" Dia. (152mm)
B	7.75" Min. (197mm)	7.75" Min. (197mm)
C	4.50" Min. (114mm)	4.50 Min. (114mm)
D	5.00" Dia. (127mm)	5.00" Dia. (127mm)
E	7.00" Dia. (178mm)	7.00" Dia. (178mm)

[1] Enclosure opening must be at least ¼" larger to allow insertion of Power Array™.

Preferred Procedure

The primary considerations for retrofitting the LED Power Array™ into non-Sun Valley luminaires are ease of conversion, thermal characteristics of the existing luminaire, and performance. To realize maximum benefit from the retrofit it is essential that a sample fixture from the site be sent to the factory. We will craft the retrofit module specifically for the project. Contact Sun Valley for the return procedure.



SUN VALLEY LIGHTING
U.S. ARCHITECTURAL LIGHTING
Applications Engineering • 660 West Avenue O • Palmdale, CA 93551
(P): 661.233.2000 • (F): 661.233.2001 • (e): applications@usaltg.com

IES ROAD REPORT
PHOTOMETRIC FILENAME : VNDL-V-64LED-350MA.IES

DESCRIPTIVE INFORMATION (From Photometric File)

IESNA:LM-63-2002
[TESTLAB] Photopia 3.2.10 see: www.ltioptics.com/ies
[ISSUEDATE]
[TEST] 1
[MANUFAC] U.S. ARCHITECTURAL LIGHTING
[LUMINAIRE] VNDL-V-64LED
[LAMP] LED 1.1W Lumileds Rebel White LED (700mA)

CHARACTERISTICS

IES Classification	Type V
Longitudinal Classification	Very Short
Cutoff Classification (deprecated)	Non-Cutoff
Lumens Per Lamp	110 (64 lamps)
Total Lamp Lumens	7040
Luminaire Lumens	N.A.
Total Luminaire Efficiency	46 %
Downward Total Efficiency	33 %
Upward Waste Light Ratio	0.28
Maximum Candela	564.1
Maximum Candela Angle	5H 85V
Maximum Candela At 90 Degrees Vertical	530.1 (7.5% Lamp Lumens)
Maximum Candela from 80 to <90 Degrees Vertical	564.1 (8.0% Lamp Lumens)
Total Luminaire Watts	70.4
Ballast Factor	1.00

LUMINAIRE CLASSIFICATION SYSTEM (LCS)

	Lumens	% Lamp	% Luminaire
FL - Front-Low (0-30)	20.5	0.3	0.6
FM - Front-Medium (30-60)	260.1	3.7	8.1
FH - Front-High (60-80)	467.0	6.6	14.5
FVH - Front-Very High (80-90)	413.3	5.9	12.8
BL - Back-Low (0-30)	20.5	0.3	0.6
BM - Back-Medium (30-60)	260.1	3.7	8.1
BH - Back-High (60-80)	467.0	6.6	14.5
BVH - Back-Very High (80-90)	413.3	5.9	12.8
UL - Uplight-Low (90-100)	238.6	3.4	7.4
UH - Uplight-High (100-180)	666.4	9.5	20.7
Total	3226.8	45.9	100.0
BUG Rating	B1-U4-G3		

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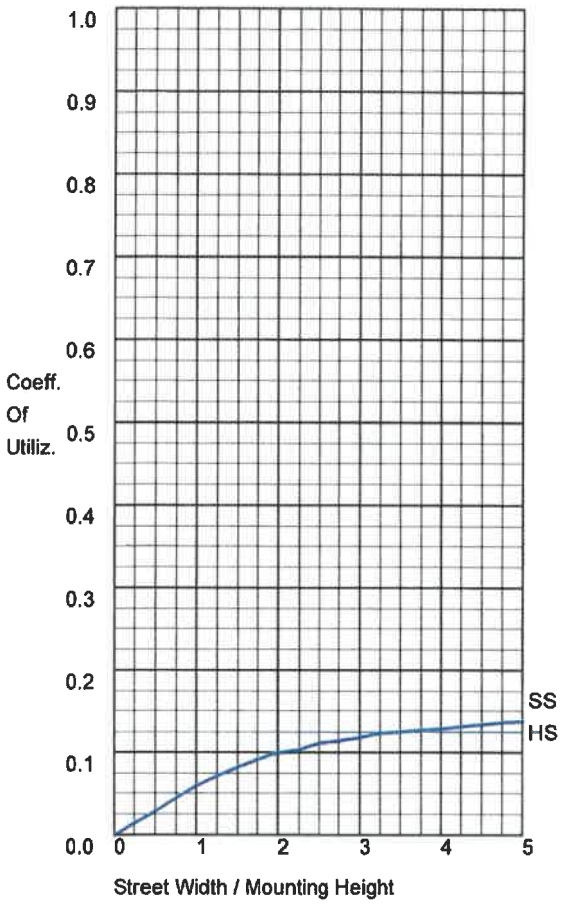
Calculations based on published IES Methods and recommendations, values rounded for display purposes.
Results derived from content of manufacturers photometric file.

IES ROAD REPORT
PHOTOMETRIC FILENAME : VNDL-V-64LED-350MA.IES

COEFFICIENTS OF UTILIZATION



FLUX DISTRIBUTION

	Lumens	Percent Of Lamp
Downward Street Side	1160.9	16.5
Downward House Side	1160.9	16.5
Downward Total	2321.8	33.0
Upward Street Side	452.5	6.4
Upward House Side	452.5	6.4
Upward Total	905.0	12.9
Total Flux	3226.8	45.8

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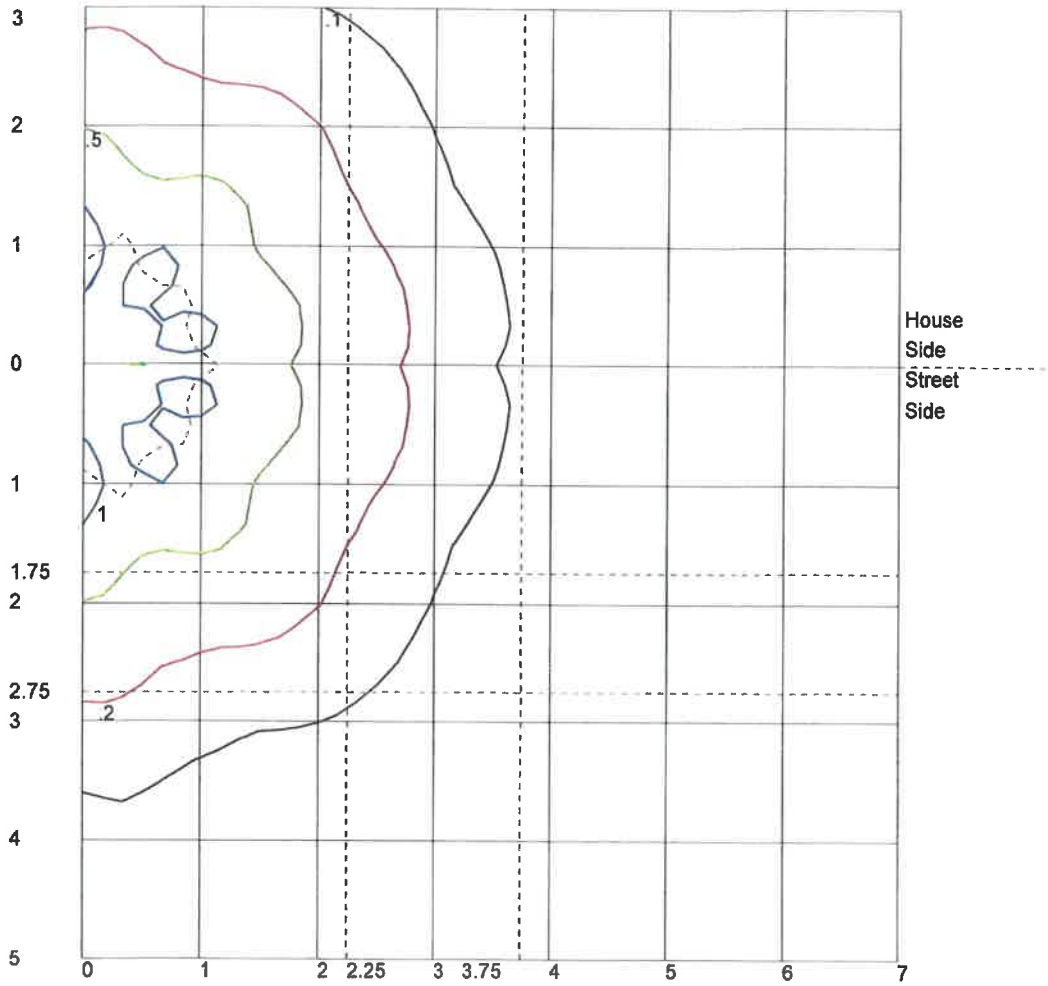
IES ROAD REPORT
PHOTOMETRIC FILENAME : VNDL-V-64LED-350MA.IES

ISOFOOTCANDLE LINES OF HORIZONTAL ILLUMINANCE



Distance In Units Of Mounting Height
Values Based On 10 Foot Mounting Height
1/2 Maximum Candela Trace Shown As Dashed Curve
(+) = Maximum Candela Point

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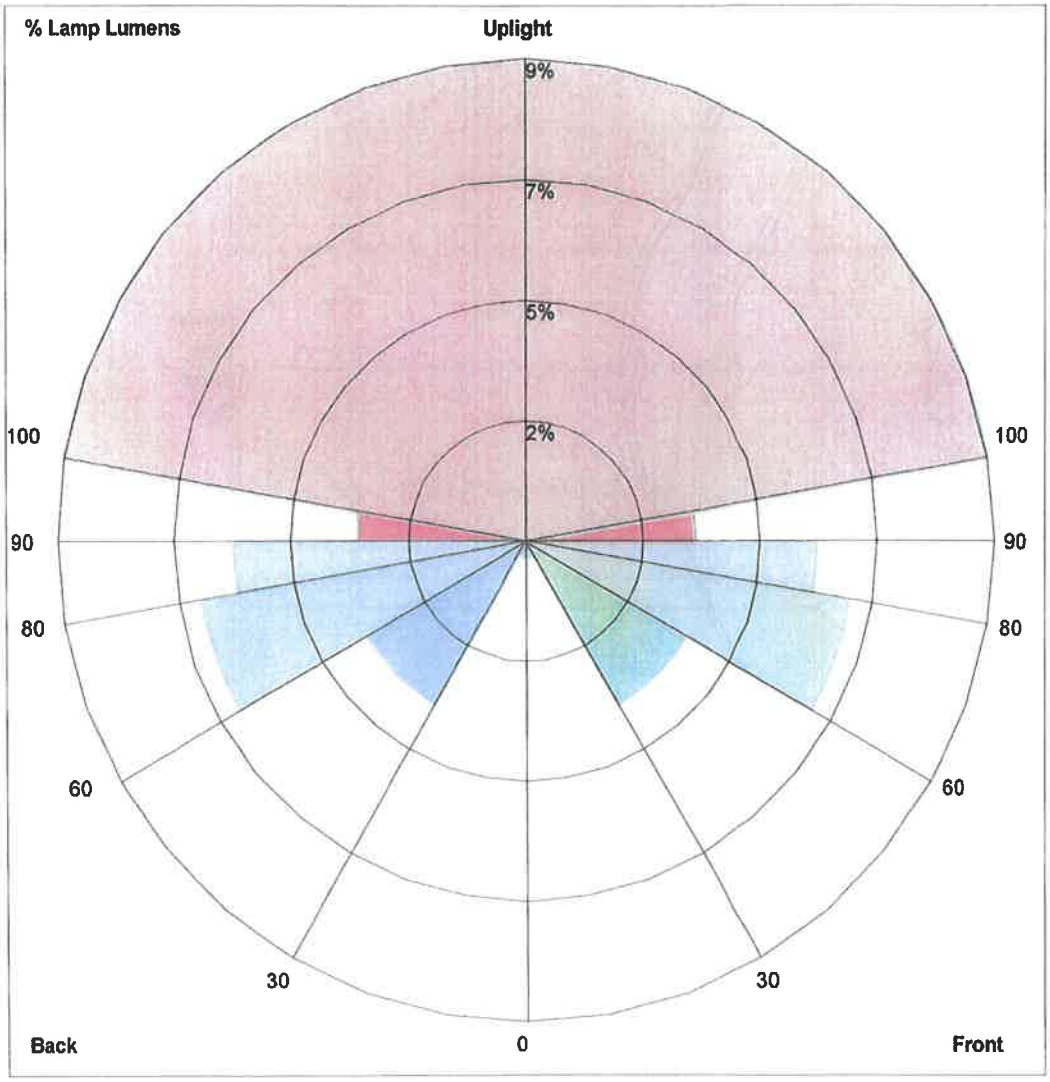
IES ROAD REPORT
PHOTOMETRIC FILENAME : VNDL-V-64LED-350MA.IES

LUMINAIRE CLASSIFICATION SYSTEM (LCS) GRAPH



Percent Lamp Lumens:
Front: Low=0.3%, Medium=3.7%, High=6.6%, Very High=5.9%
Back: Low=0.3%, Medium=3.7%, High=6.6%, Very High=5.9%
Uplight: Low=3.4%, High=9.5%

BUG Rating : B1-U4-G3

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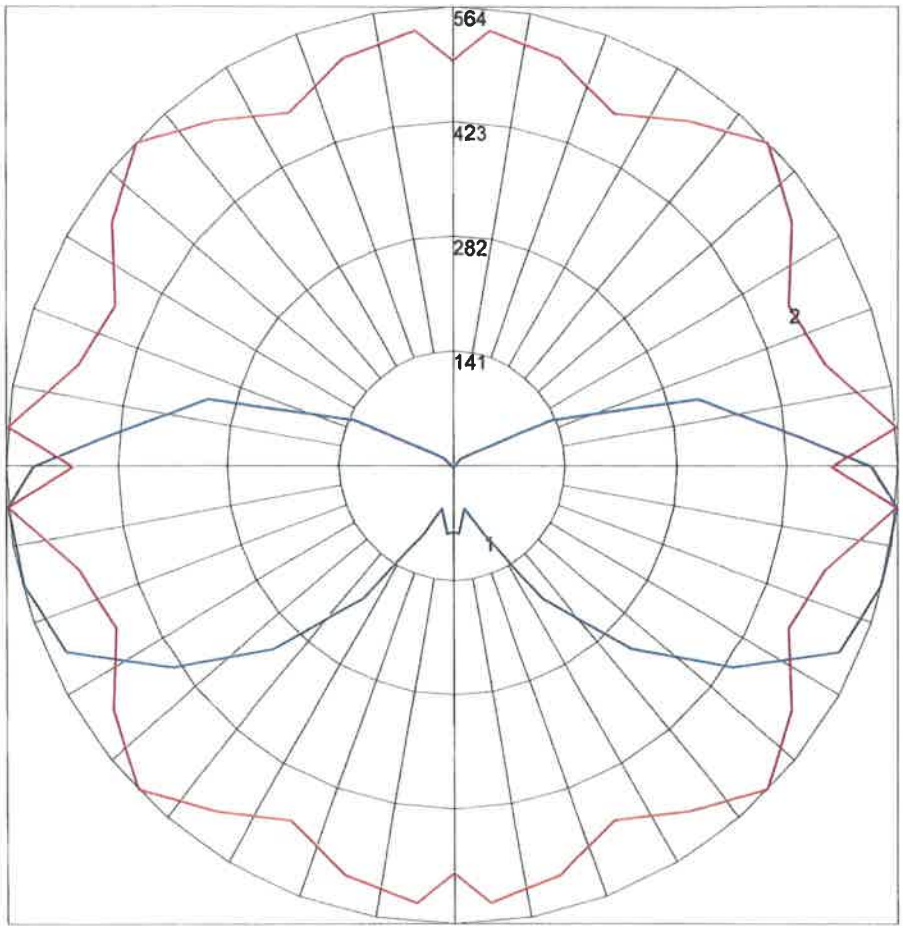
Calculations based on published IES Methods and recommendations, values rounded for display purposes.
Results derived from content of manufacturers photometric file.

IES ROAD REPORT
PHOTOMETRIC FILENAME : VNDL-V-64LED-350MA.IES

POLAR GRAPH



Maximum Candela = 564.1 Located At Horizontal Angle = 5, Vertical Angle = 85
1 - Vertical Plane Through Horizontal Angles (5 - 185) (Through Max. Cd.)
2 - Horizontal Cone Through Vertical Angle (85) (Through Max. Cd.)

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Calculations based on published IES Methods and recommendations, values rounded for display purposes.
Results derived from content of manufacturers photometric file.

IES ROAD REPORT
PHOTOMETRIC FILENAME : VNDL-V-64LED-350MA.IES

CANDELA TABULATION

Vert. Angles	Horizontal Angles									
	0	5	15	25	35	45	55	65	75	85
0	80.06	80.06	80.06	80.06	80.06	80.06	80.06	80.06	80.06	80.06
5	94.62	82.32	64.48	76.49	68.48	71.13	71.62	76.75	72.52	68.48
15	45.13	53.26	53.67	59.02	62.96	59.34	60.41	57.86	55.55	55.89
25	89.95	90.01	64.26	79.57	97.68	96.20	75.74	91.24	88.86	94.82
35	209.29	197.31	125.22	172.90	205.29	192.83	135.87	189.98	202.19	169.88
45	334.07	317.66	240.54	269.13	324.37	294.87	239.59	296.65	324.28	276.98
55	491.84	431.70	330.37	342.36	451.02	431.01	350.00	380.10	434.30	400.68
65	556.05	540.14	413.08	427.20	532.16	537.19	447.53	471.17	516.33	497.65
75	521.85	561.79	476.20	448.60	541.73	557.42	517.14	482.27	536.54	548.67
85	480.34	564.10	488.29	469.41	524.32	563.01	518.98	480.13	520.40	538.82
90	387.41	530.10	443.12	422.46	481.03	509.71	498.41	437.84	454.17	528.55
95	369.14	435.82	389.42	349.28	400.58	444.87	418.38	370.65	383.76	424.80
105	224.25	318.38	266.60	240.29	273.91	312.82	281.31	258.82	267.69	304.45
115	107.08	136.00	119.71	112.26	125.89	144.35	124.89	115.31	127.17	139.45
125	22.96	26.04	23.46	26.54	29.73	30.71	24.57	26.61	23.86	26.09
135	15.61	14.35	12.28	9.66	13.30	14.14	11.09	12.94	14.10	11.07
145	0.46	1.16	1.06	1.04	0.95	1.08	0.96	1.33	0.97	1.07
155	0.23	0.29	0.12	0.27	0.18	0.15	0.17	0.03	0.11	0.11
165	0.00	0.00	0.01	0.00	0.00	0.00	0.00	0.01	0.00	0.00
175	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
180	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Vert. Angles	Horizontal Angles
	90
0	80.06
5	67.85
15	60.95
25	56.34
35	122.33
45	238.35
55	357.28
65	461.74
75	496.27
85	500.48
90	444.92
95	394.64
105	282.14
115	135.20
125	26.09
135	12.02
145	1.13
155	0.00
165	0.00
175	0.00
180	0.00

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Results derived from content of manufacturers photometric file.

LED Power Array™ Specifications

General Power Array Specifications - LED Power Array™ consists of a three-dimensional array of individual LED tubes fastened to a retaining plate. Each LED tube houses LED emitters mounted to a vented circuit board. The circuit boards are mechanically mounted to an extruded radial heatsink and transfer the heat away from the LED emitter to the heatsink. An acrylic lens and end cap protect the components within each LED Tube.

Angled Power Arrays For Non-Optical Lenses - Micro-Reflectors mounted around each LED produce precise beam patterns and control the raw output of each individual LED emitter. Each LED tube is uniquely aimed horizontally and vertically and combined to produce IES Distribution Types II, III, IV, and V. The retaining plate is field rotatable and secured with a lock nut. Angled Power Arrays are available with 8 or 10 tubes depending on lens or globe size.

Vertical Power Arrays For Prismatic Glass Refractors, Refracting Lenses or Globes, and Opal Lenses or Globes - 6 or 8 LED Tubes are Mounted to a retaining plate in equal radial increments for an even light distribution. The raw output of the LED emitter is utilized to simulate a standard light source while the lens or refractor provides the optical control.

LED Emitters - Luxeon Rebel ES emitters are mounted to vented and heat sinked circuit boards within each LED Tube. Emitters are driven at 350mA for 1 Watt each nominal output. LED's are available in Standard Neutral White (CCT 4100K) or Optional Cool White (CCT 5500K) and Warm White (CCT 3000K).

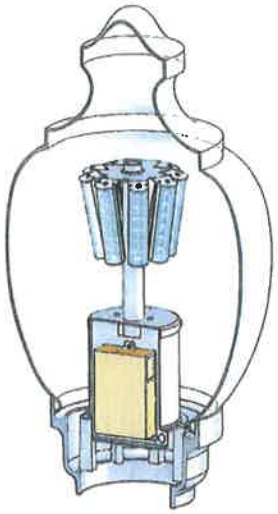
LED Driver - UL and CUL recognized Constant Current LED drivers operate on input voltages from 120 - 277VAC, 50/60hz and are mounted to an aluminum bracket secured to the barrier plate. Terminal blocks facilitate wiring between the driver and optical arrays, and between driver and incoming supply. Driver is independently sealed and UL Listed for wet location. Consult Factory for High-Low and dimming options.

Consult Factory for Non-Standard Options.

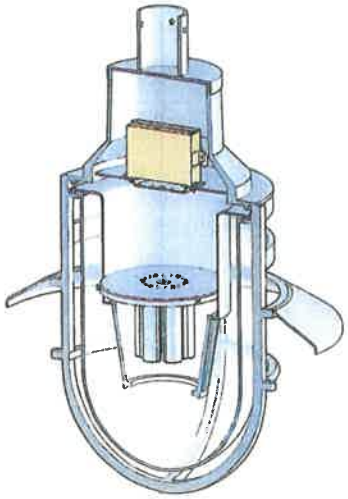
LED Tube Length	6 Tube Array # of LED's / Watts*	8 Tube Array # of LED's / Watts*	10 Tube Array # of LED's / Watts*
3.5" (4 LED)	24 / 28	32 / 37	40 / 46
5.0" (6 LED)	36 / 41	48 / 55	60 / 69
6.5" (8 LED)	48 / 55	64 / 74	80 / 92

* Max System Watts

(Specifications subject to change without prior notice.)



Example of Base Mounted Angled Array



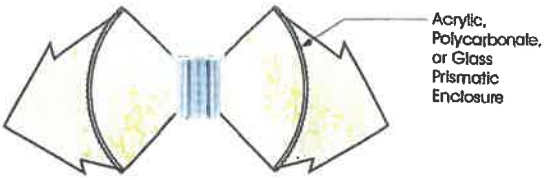
Example of Top Mounted Vertical Array

Vertical Array with Prismatic Enclosure

Sun Valley Luminaires Reference

See Sun Valley Binder for complete specifications and ordering information.

SCALE: 3/8" = 1'



CTR 64 LED's Max.

CTRR 64 LED's Max.

GLR 64 LED's Max.

GLRC 64 LED's Max.

LAAR 64 LED's Max.

LACR 64 LED's Max.

LAER1 64 LED's Max.

LAER2 64 LED's Max.

LAFR1 64 LED's Max.

LAFR2 64 LED's Max.

LCGR 64 LED's Max.

LCVR 64 LED's Max.

DSARB25 64 LED's Max.
DSARB1 64 LED's Max.

DSCR25 64 LED's Max.
DSCR1 64 LED's Max.

DSCRB25 64 LED's Max.
DSCRB1 64 LED's Max.

DSHR25 64 LED's Max.
DSHR1 64 LED's Max.

MOUNTING STYLES

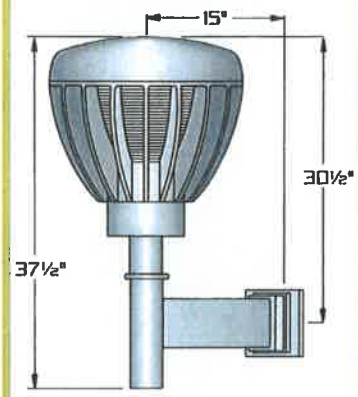
☐ PTA

☐ PTB

PTB27-TO FIT OVER 2 7/8"O.D. TENON.

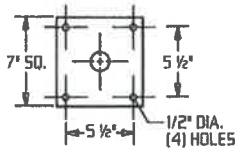
PTB23-TO FIT OVER 2 3/8" O.D. TENON.

WALL MOUNT

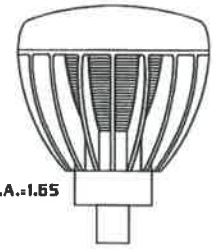


EXTRUDED ALUMINUM ARM AND CAST ALUMINUM WALL BRACKET ASSEMBLY PROVIDED WITH BUILT IN GASKETED WIRE ACCESS FOR FIXTURE/SUPPLY WIRE CONNECTION.

WALL PLATE

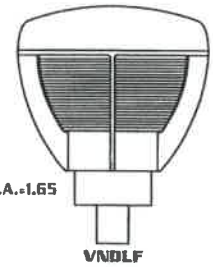


LAMP SIZE: 50 - 400 WATT



E.P.A.=1.65

VNDL



E.P.A.=1.65

VNDLF

CORROSION RESISTANT, DURABLE CAST ALUMINUM

POLYCARBONATE OR ACRYLIC LENS.

SYMMETRIC OR ASYMMETRIC LIGHT DISTRIBUTION.

ORDERING INFORMATION

MODEL NO.: VNDL	OPTICS	WATTAGE TYPE VOLTAGE	MOUNTING	FINISH	OPTIONS

MODEL NO.:	OPTICS	LAMP	MOUNTING	FINISH	OPTIONS
V N D L	☐ TYPE II II..... ☐ TYPE V V.....	WATTAGE TYPE VOLTAGE ☐400 ☐HPS ☐120 ☐250 ☐MH ☐208 ☐200 ☐MV ☐240 ☐175 ☐277 ☐150 ☐480 ☐100 ☐MT ☐75 ☐70 ☐50	 ☐ PTA ☐ PTB23 (TO FIT 2 3/8" O.D.) ☐ PTB27 (TO FIT 2 7/8" O.D.) WALL MOUNT ☐WM	STANDARD TEXTURED FINISH ☐ BLACK RAL-9005-T ☐ WHITE RAL-9003-T ☐ GREY RAL-7004-T ☐ DRK BRONZE RAL-8019-T ☐ GREEN RAL-6005-T FOR SMOOTH FINISH REMOVE SUFFIX "T" (EXAMPLE: RAL-9500) SEE WEBSITE FOR ADDITIONAL COLORS	☐ HOUSE SIDE SHIELD 90° ..... HS 90° 135° .....HS 135° 180°..... HS 180° ☐ ACRYLIC REFRACTOR TYPE II.....ACRII ☐ ACRYLIC REFRACTOR TYPE V.....ACRV ☐ PHOTO CELL + VOLTAGE (EXAMPLE: PC120V) ..... PC+V ☐ SINGLE FUSE (120V., 277V) .....SF ☐ DOUBLE FUSE (208V., 240V) .....DF

U.S. ARCHITECTURAL LIGHTING
www.usalfg.com

CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1594 Las Vegas Wash Trails LED Lighting Upgrade

EXHIBIT LISTING

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

(a) An individual authorized to bind the Company should sign the statement, and the date signed should follow the signature.

(b) Provide the name and phone number of the representative authorized to negotiate on behalf of the Respondent and answer questions regarding the Bid.

(c) Provide copies of all Respondent's held state and local licenses applicable to performance of the subject potential Contract. Any Respondent conducting business must have a City of North Las Vegas Business License upon award of the contract. Information concerning City Business License requirements and fees may be obtained by calling the Business Services Division at 702-633-1520. However, a business license is not required to provide a Bid to the City.

(d) Acknowledgement of any Bid addenda.

Exhibit B – Qualifications and Experience of Respondent

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

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

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

CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1594 Las Vegas Wash Trails LED Lighting Upgrade
EXHIBIT
OFFER STATEMENT AND BUSINESS INFORMATION

This Bid is submitted in response to **BID B-1594 Las Vegas Wash Trails LED Lighting Upgrade** and constitutes an offer by this company to enter into a contract as described herein.

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

_____ _____
AUTHORIZED SIGNATURE DATE

_____ _____ _____
TITLE TELEPHONE NUMBER FAX NUMBER

_____
ADDRESS OF RESPONDENT

_____ _____ _____
CITY STATE ZIP CODE

E-MAIL ADDRESS: _____

CNLV-BUSINESS LICENSE NO: _____

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

FOR INFORMATIONAL PURPOSES ONLY
Is this Respondent a Minority, Women or Disabled Veteran Business Enterprise?
___ No ___ Yes If YES specify ___MBE ___WBE ___DVBE

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

CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1594 Las Vegas Wash Trails LED Lighting Upgrade
EXHIBIT B
QUALIFICATIONS AND EXPERIENCE OF RESPONDENT

Name: _____

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

_____

_____

_____

_____

_____

_____

_____

_____

_____

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-1594 Las Vegas Wash Trails LED Lighting Upgrade
EXHIBIT B – QUALIFICATIONS AND EXPERIENCE OF RESPONDENT (Continued)

Example Contract 2:

Company Name: _____

Company Address: _____

Point of Contact:: _____ Phone Number: _____

E-Mail Address: _____

Brief Description of Contract Scope: _____

_____

_____

_____

Term of Contract (Base plus Option Years): _____

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

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

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

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

Example Contract 3:

Company Name: _____

Company Address: _____

Point of Contact: _____ Phone Number: _____

E-Mail Address: _____

Brief Description of Contract Scope: _____

_____

_____

_____

Term of Contract (Base plus Option Years): _____

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

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

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

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

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

CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1594 Las Vegas Wash Trails LED Lighting Upgrade
EXHIBIT C – AFFIDAVIT OF REJECTION OF COVERAGE
FOR WORKERS' COMPENSATION
UNDER NRS 616B.627 AND NRS 617.210

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

1. I make the following assertions pursuant to NRS 616B.627 and NRS 617.210.

2. I am a sole proprietor who will not use the services of any employees in the performance of this Contract with the City of North Las Vegas.

3. In accordance with the provisions of NRS 616B.659, I have not elected to be included within the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS, relating thereto.

4. I am otherwise in compliance with the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS.

5. In accordance with the provisions of NRS 617.225, I have not elected to be included within the terms, conditions and provisions of chapter 617 of NRS.

6. I am otherwise in compliance with the terms, conditions and provisions of chapter 617 of NRS.

7. I acknowledge that the City of North Las Vegas will not be considered to be my employer or the employer of my employees, if any; and that the City of North Las Vegas is not liable as a principal contractor to me or my employees, if any, for any compensation or other damages as a result of an industrial injury or occupational disease incurred in the performance of this Contract.

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

Signed this _____ day of _____, 20_____.

Signature_____

State of _____

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

by_____ (name of person making statement).

Notary Signature_____

STAMP AND SEAL

CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1594 Las Vegas Wash Trails LED Lighting Upgrade
EXHIBIT D- Non-Collusion Affidavit

State of _____ County of _____

_____ being first duly sworn deposes that:

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

(Signed): _____
Title:

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

_____
Notary Public

My Commission expires: _____

CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1594 Las Vegas Wash Trails LED Lighting Upgrade

EXHIBIT E- Written Certification

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

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

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

_____ _____
AUTHORIZED SIGNATURE DATE

_____
TITLE

G 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
Your 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

February 13, 2020

City of North Las Vegas
Bid B1594 – Las Vegas Wash Trails LED Lighting Upgrade
Addendum No. 1

The deadline for questions for this proposal was 12:00 p.m., Wednesday, February 12, 2020. The following are the questions that were received along with the answers to those questions. This addendum will also add a line item for shipping cost if applicable.

Question 1. Will the city of North Las Vegas consider alternate fixture proposals? A manufacturer other than USAL?

Answer: Yes, alternative fixtures can be submitted for evaluation. Product specifications and a sample fixture will be required for the evaluation process. When entering pricing into NGEM, please select if you are quoting specified or Alternate in drop down menu. If submitting an Alternate, please upload Alternate in response attachments tab.

Question 2. What is the quantity of the order?

Answer: 525 each. This notated under the line items tab in NGEM.

Question 3. Is the RFP to supply and install mentioned Retro Kits for light fixtures or just supply of

Answer: This bid is just to supply the Retro Kits for the light fixtures.

Question 4. Is there an estimated budget for this project?

Answer: The estimated budget is $263,640

Question 5. Is there an estimated start date for this project?

Answer: We would like the project to start immediately following award by Council/issuance of the purchase order.

Question 6: Is a contractor's license required for this bid?

Answer: No. Selected respondent will only be supplying the Retro Kits and not installing.

Question 7: Is installation required?

Answer: No

Marie Leake
Buyer
Purchasing Department

G 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
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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

February 24, 2020

City of North Las Vegas
Bid B1594 – Las Vegas Wash Trails LED Lighting Upgrade
Addendum No. 2

Addendum 2 is issued to correct an error in the drop down menu allowing suppliers to select "Specified" when submitting pricing.

Marie Leake
Buyer
Purchasing Department

Exhibit C

Revised Proposal

Please see attached page(s).

QUOTATION

Grant Braverman
LAS VEGAS, NV
OFFICE: 702-805-5052
CELL: 702-772-1777

TO:	CITY OF NORTH LAS VEGAS	www.mainelectricsupply.com
ATTN:	JEFF FREELS	EXPERIENCE
PROJECT:	LV WASH TRAIL RETROFITS	THE
BID DATE:	6/9/2020	MAIN
NOTES:		DIFFERENCE

QTY	TYPE	MFG	DESCRIPTION	UNIT	/	TOTAL:
785	LED	DSSL	DXR-ML-50-CST-50k-ED-SPD	$146.66		$115,128.10
			POTENTIAL ESTIMATED NVE REBATE - $49.00 per fixture			
			Please pay close attention to CNLVs available rebate funding as there is a cap.			
			NOTES:			
			1. PLUS TAX			
			2. PRICE BASED ON FACTORY SCHEDULING			
			3. ALL ENGINEERED STUDIES EXCLUDED			

ALL PRICING IS PLUS TAX AND FREIGHT WHERE APPLCIABLE. **$115,128.10**

PRICING IS FIRM FOR 30 DAYS FROM DATE OF QUOTATION. SUBJECT TO MAIN ELECTRIC SUPPLY AND MANUFACTURES TERMS AND CONDITIONS. UNLESS NOTED, NO ADDITIONAL MOUNTING EQUIPMENT OR SPARES ARE INCLUDED.

DXR LED RETROFIT KITS

Disruptive Solid State Lighting

We believe that products can always be made better…
We are passionate about design, and carefully select quality materials that are built to last…
LED is an investment that is meant to save energy and virtually eliminate lighting maintenance.
Investment-Grade LED Lighting is what we do.
Giving you peace of mind and confidence in your investment is why we do it.

PRODUCT SPECIFICATIONS

BENEFITS:

DISRUPTIVE EFFICIENCY: AMA engines power our kits with efficiency of up to 190 lumens per watt.

ECLOSDED FIXTURE RATED: Advanced thermal management enables our fixtures to be installed in explosion proof and inground fixtures.

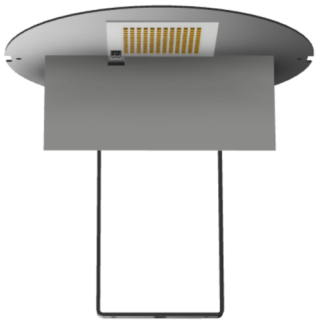
SIMPLE INSTALLATION: DXR Retrofit Kits can come with expandable brackets that can be mounted directly to existing trim, or with non-electrically connected screw in base brackets, making installations as simple as possible.

CUSTOM PLATES: DXR plates can be custom made to install our kits in virtually any fixture type or space.

MADE IN AMERICA!

PERFORMANCE SUMMARY:

- **Lumen Output:** 7121 lumens
- **Efficacy:** 142LPW
- **Operating Temperature is -40°F to 176°F**
- **PF >0.95**
- **Standard Beam Spread:** 180°
- **10 Year Warranty Based on L70 TM21 Calculated Hours 148,000**
- **Standard CRI:** 80
- **Standard voltage:** 120-277VAC



ORDERING GUIDE

EXAMPLE: DXR-ML-50-CST-50-ED-SPD-CS

CATALOG NUMBER	PLATE STYLE		COLOR TEMPERATURE		OPTIONS	
DXR-ML-50	CST	CUSTOM	50K	5000K	ED	0-10V DIMMING (STANDARD)
					SPD	20kA/40kV SURGE PROTECTOR
					CS	CUT OFF SHIELD
					NOTE: CUSTOM PLATE DESIGNS MUST BE SUBMITTED PRIOR TO FINAL QUOTE RELEASE.	

DISRUPTIVESSL.COM
888.886.3775 / INFO@DISRUPTIVESSL.COM

disruptive
Solid State Lighting

DXR LED RETROFIT KITS

WATTAGE & HID EQUAL

CATALOG NUMBER	WATTS	HID EQUAL
DXRML-50	50	250-350

LUMENS TABLE

LUMENS 5000K
7121

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/10/2020

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
Venbrook Insurance Services CA Lic 0D80832
6320 Canoga Avenue, 12th Floor
Woodland Hills, CA 91367

www.venbrook.com CA Lic No. 0D80832

CONTACT NAME:
PHONE (A/C, No, Ext): 818-598-8900 FAX (A/C, No): 818-598-8910
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federal Insurance Company	20281
INSURER B : Travelers Property Casualty Company of America	25674
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Main Electric Supply Company, LLC
United Electric, A Division of Main Electric
VG Properties Los Angeles, LLC
3600 S. Segerstrom Avenue
Santa Ana CA 92704

COVERAGES **CERTIFICATE NUMBER:** 56524077 **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	✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ✓ OCCUR ✓ BFPD/XCU/OCP ✓ Contractual GEN'L AGGREGATE LIMIT APPLIES PER: ✓ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	✓	✓	36037195	10/1/2019	10/1/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY ✓ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ✓ HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY	✓		73590839	10/1/2019	10/1/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
B	✓ UMBRELLA LIAB ✓ OCCUR ✓ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ✓ RETENTION $ 10,000/occ			(Excess is Follow Form) ZUP-15R09169-19-NF	10/1/2019	10/1/2020	EACH OCCURRENCE AGGREGATE Products/Comp Op Agg	$ 25,000,000 $ 25,000,000 $ 25,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	✓	UB-1N458703-20-51-K	7/21/2020	7/21/2021	✓ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	USL&H Jones			UB-1N458703-20-51-K	7/21/2020	7/21/2021	EA Acc Included Dis/Emp Included	

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

Certificate holder, its officers, agents and employees are included as Additional Insured's under the General Liability policy as required by written contract with the Named Insured, but only for coverages and limits provided by the policy and the additional insured endorsement. Waiver of subrogation extends to the general liability and the workers compensation policies per attached. *10 Days Notice of Cancellation for Non-Payment of Premium, 30 Days All Others.

CERTIFICATE HOLDER

City of North Las Vegas
Attn: Joy Yoshida
2250 Las Vegas Blvd., N., Suite 710
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
April Johnson

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Liability Insurance

Endorsement

Policy Period 10/01/2019 10/01/2020

Effective Date 10/01/2019

Policy Number 36037195

Insured: Main Electric Supply Company LLC

Insurer: Federal Insurance Company

Issued: 7/10/2020

This Endorsement applies to the following forms:

GENERAL LIABILITY City of North Las Vegas, its officers, agents and employees

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

INTEREST: City of North Las Vegas, its Officers, Agents & Employees

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

Other Insurance – Primary, Noncontributory Insurance – Scheduled Person Or Organization

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative

Liability Insurance

Endorsement

Policy Period 10/01/2019 10/01/2020

Effective Date 10/01/2019

Policy Number 36037195

Insured: Main Electric Supply Company LLC

Insurer: Federal Insurance Company

Issued: 07/10/2020

This Endorsement applies to the following forms:

Under Conditions, Transfer Or Waiver Of Rights Of Recovery Against Others, the following provision is added:

Conditions

Transfer Or Waiver Of Rights Of Recovery Against Others

However, we waive any right of recovery we may have against the designated person or organization shown below because of payments we make for injury or damage arising out of your ongoing operations or done under a contract with that person or organization and included in the **products-completed operations hazard**. This waiver applies to the designated person or organization.

56524077 | 19-20 GL/AL/EX & 20-21 WC | April Johnson | 7/10/2020 1:00:24 PM (PDT) | Page 4 of 9

Conditions

Transfer Or Waiver Of Rights Of Recovery Against Others (continued)

Designated Person Or Organization

All other terms and conditions remain unchanged.

Authorized Representative

56524077 | 19-20 GL/AL/EX & 20-21 WC | April Johnson | 7/10/2020 1:00:24 PM (PDT) | Page 5 of 9

COMMERCIAL AUTOMOBILE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
This endorsement modifies the Business Auto Coverage Form.

1. EXTENDED CANCELLATION CONDITION
   Paragraph A.2.b. — CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:
   b. 60 days before the effective date of cancellation if we cancel for any other reason.
2. BROAD FORM INSURED
   A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds
   The Named Insured shown in the Declarations is amended to include:
      1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
      2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
         (a) That is an "insured" under any other automobile policy;
         (b) That has exhausted its Limit of Insurance under any other policy; or
         (c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

   Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

   B. Employees as Insureds
   Paragraph A.1. — WHO IS AN INSURED — of SECTION II — LIABILITY COVERAGE is amended to add the following:
      d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

   C. Lessors as Insureds
   Paragraph A.1. — WHO IS AN INSURED — of SECTION II — LIABILITY COVERAGE is amended to add the following:
      e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
         (1) The agreement requires you to provide direct primary insurance for the lessor; and
         (2) The "auto" is leased without a driver.

      Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.
      However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
         1. You;
         2. Any of your "employees" or agents; or
         3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

   D. Persons And Organizations As Insureds Under A Written Insured Contract
   Paragraph A.1 — WHO IS AN INSURED — of SECTION II — LIABILITY COVERAGE is amended to add the following:
      f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured".
      However, such person or organization is an "insured" only:

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(1) with respect to the operation, maintenance or use of a covered "auto"; and
(2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
(a) You executed the "insured contract" or written agreement; or
(b) The permit has been issued to you.

3. FELLOW EMPLOYEE COVERAGE
EXCLUSION B.5. - FELLOW EMPLOYEE – of SECTION II – LIABILITY COVERAGE does not apply.

4. PHYSICAL DAMAGE – ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE
Paragraph A.4.a. – TRANSPORTATION EXPENSES – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to provide a limit of $50 per day for temporary transportation expense, subject to a maximum limit of $1,000.

5. AUTO LOAN/LEASE GAP COVERAGE
Paragraph A. 4. – COVERAGE EXTENSIONS - of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:
c. Unpaid Loan or Lease Amounts
In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:
1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
a. Overdue loan/lease payments at the time of the "loss";
b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
c. Security deposits not returned by the lessor:
d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:
1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
2. Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
3. Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered "auto.

6. RENTAL AGENCY EXPENSE
Paragraph A. 4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:
d. Rental Expense
We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:
MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:
1. $2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
2. $2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
3. $2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
4. $7,500 maximum total amount for paragraphs 1., 2. and 3. combined.

7. EXTRA EXPENSE – BROADENED COVERAGE
Paragraph A.4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:
e. Recovery Expense
We will pay for the expense of returning a stolen covered "auto" to you.

8. AIRBAG COVERAGE
Paragraph B.3.a. - EXCLUSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

9. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE
Paragraph C.2. – LIMIT OF INSURACE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:
2. $2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

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c. An integral part of such equipment.

10. GLASS REPAIR – WAIVER OF DEDUCTIBLE
Under Paragraph D. - DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE the following is added:
No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES
Paragraph D.- DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:
If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same "accident", the following applies:
1. If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS
Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:
a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when the "accident" is known to:
(1) You or your authorized representative, if you are an individual;
(2) A partner, or any authorized representative, if you are a partnership;
(3) A member, if you are a limited liability company; or
(4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.
Knowledge of an "accident", claim, "suit" or "loss" by other persons does not imply that the persons listed above have such knowledge. Notice to us should include:
(1) How, when and where the "accident" or "loss" occurred;
(2) The "insured's" name and address; and
(3) To the extent possible, the names and addresses of any injured persons or witnesses.

13. WAIVER OF SUBROGATION
Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:
5. We will waive the right of recovery we would otherwise have against another person or organization for "loss" to which this insurance applies, provided the "insured" has waived their rights of recovery against such person or organization under a contract or agreement that is entered into before such "loss".
To the extent that the "insured's" rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS
Paragraph B.2. – CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV – BUSINESS AUTO CONDITIONS - is deleted and replaced with the following:
If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not void coverage under this Coverage Form because of such failure.

15. AUTOS RENTED BY EMPLOYEES
Paragraph B.5. - OTHER INSURANCE of SECTION IV – BUSINESS AUTO CONDITIONS - is amended to add the following:
e. Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

16. HIRED AUTO – COVERAGE TERRITORY
Paragraph B.7.b.(5).(a) - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:
(a) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

17. RESULTANT MENTAL ANGUISH COVERAGE
Paragraph C. of - SECTION V – DEFINITIONS is deleted and replaced by the following:
"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the "bodily injury" sustained by that person.

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TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) –

POLICY NUMBER: UB-1N458703-20-51-K

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA (BLANKET WAIVER)

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.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

Schedule

Person or Organization	Job Description
ANY PERSON OF ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.	

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 7/21/2020 Policy No. UB-1N458703-20-51-K Endorsement No.
Insured Premium
Main Electric Supply Company, LLC
Insurance Company Countersigned by _____

Federal Insurance Company

DATE OF ISSUE: - - **ST ASSIGN:**

EXHIBIT B
QUOTE

QUOTATION

Grant Braverman
LAS VEGAS, NV
OFFICE: 702-805-5052
CELL: 702-772-1777

TO:	CITY OF NORTH LAS VEGAS	www.mainelectricsupply.com
ATTN:	JEFF FREELS	EXPERIENCE
PROJECT:	LV WASH TRAIL RETROFITS R1	THE
BID DATE:	5/19/2021	MAIN
NOTES:		DIFFERENCE

QTY	TYPE	MFG	DESCRIPTION	UNIT	/	TOTAL:
560	LED	DSSL	DXR-ML-50-CST-50k-ED-SPD	$146.66		$82,129.60
			NOTES:			
			1. PLUS TAX			
			2. PRICE BASED ON FACTORY SCHEDULING			
			3. ALL ENGINEERED STUDIES EXCLUDED			

ALL PRICING IS PLUS TAX AND FREIGHT WHERE APPLCIABLE. **$82,129.60**

PRICING IS FIRM FOR 30 DAYS FROM DATE OF QUOTATION. SUBJECT TO MAIN ELECTRIC SUPPLY AND MANUFACTURES TERMS AND CONDITIONS. UNLESS NOTED, NO ADDITIONAL MOUNTING EQUIPMENT OR SPARES ARE INCLUDED.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/16/2021

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
Venbrook Insurance Services
6320 Canoga Avenue, 12th Floor
Woodland Hills, CA 91367

www.venbrook.com CA Lic No. 0D80832

CONTACT NAME: Venbrook Insurance Services
PHONE (A/C, No, Ext): 818-598-8900 **FAX (A/C, No):** 818-598-8910
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federal Insurance Company	20281
INSURER B : Travelers Property Casualty Company of America	25674
INSURER C : Steadfast Insurance Company	26387
INSURER D : Liberty Insurance Underwriters, Inc.	19917
INSURER E :	
INSURER F :	

INSURED
Main Electric Supply Company, LLC
United Electric Supply Co.
VG Properties Los Angeles, LLC
3600 S. Segerstrom Avenue
Santa Ana CA 92704

COVERAGES **CERTIFICATE NUMBER:** 62357234 **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	✓ **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ✓ OCCUR ✓ BFPD/XCU/OCP ✓ Contractual GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ✓ PRO-JECT ☐ LOC ☐ OTHER:	✓	✓	36037195	10/1/2020	10/1/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	**AUTOMOBILE LIABILITY** ✓ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ✓ HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY	✓		73590839	10/1/2020	10/1/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A C D	✓ **UMBRELLA LIAB** ✓ OCCUR **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			78193312 ($5M Lead) AEC082061800($10M-XS$5M) 100042983901($10M-XS$15M)	10/1/2020	10/1/2021	EACH OCCURRENCE	$ 25,000,000
							AGGREGATE	$ 25,000,000
							Products/Comp Op Agg	$ 25,000,000
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	✓	UB-1N458703-20-51-K	7/21/2020	7/21/2021	✓ PER STATUTE ☐ 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
B	USL&H Jones			UB-1N458703-20-51-K	7/21/2020	7/21/2021	EA Acc Included Dis/Emp Included	

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

Certificate holder, its officers, agents and employees are included as Additional Insured's under the General Liability and Automobile Liability policy as required by written contract with the Named Insured, but only for coverages and limits provided by the policy and the additional insured endorsement. Waiver of subrogation extends to the general liability and the workers compensation policies per attached. *10 Days Notice of Cancellation for Non-Payment of Premium, 30 Days All Others.

CERTIFICATE HOLDER

City of North Las Vegas
Attn: Joy Yoshida
2250 Las Vegas Blvd., N., Suite 710
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
April Johnson

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Liability Insurance

Endorsement

Policy Period 10/01/2020 10/01/2021

Effective Date 10/01/2020

Policy Number 36037195

Insured: Main Electric Supply Company LLC

Insurer: Federal Insurance Company

Issued: 6/16/2021

This Endorsement applies to the following forms:

GENERAL LIABILITY City of North Las Vegas, its officers, agents and employees

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

INTEREST: Endorsement Wording 1 - Additional Insured(s)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

Other Insurance – Primary, Noncontributory Insurance – Scheduled Person Or Organization

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative

62357234 | 20-21 GL/AL/EX & WC | Adrianna Padilla | 6/16/2021 2:41:47 PM (PDT) | Page 3 of 8

CHUBB®

Liability Insurance

Endorsement

Policy Period 10/01/2020 10/01/2021

Effective Date 10/01/2020

Policy Number 36037195

Insured Main Electric Supply Company, LLC

Name of Company

Date Issued 10/01/2020

This Endorsement applies to the following forms:

GENERAL LIABILITY

Conditions

Under Conditions, Transfer Or Waiver Of Rights Of Recovery Against Others, the following provision is added:

Transfer Or Waiver Of Rights Of Recovery Against Others

However, we waive any right of recovery we may have against the designated person or organization shown below because of payments we make for injury or damage arising out of your ongoing operations or done under a contract with that person or organization and included in the **products-completed operations hazard**. This waiver applies to the designated person or organization.

Designated Person Or Organization

PERSONS OR ORGANIZATIONS THAT YOU ARE OBLIGATED, PURSUANT TO A CONTRACT OR AGREEMENT, TO PROVIDE WITH SUCH INSURANCE AS IS AFFORDED BY THIS POLICY.

All other terms and conditions remain unchanged.

Authorized Representative

62357234 | 20-21 GL/AL/EX & WC | Adrianna Padilla | 6/16/2021 2:41:47 PM (PDT) | Page 4 of 8

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
This endorsement modifies the Business Auto Coverage Form.

1. EXTENDED CANCELLATION CONDITION
Paragraph A.2.b. – CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:
b. 60 days before the effective date of cancellation if we cancel for any other reason.

2. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds
The Named Insured shown in the Declarations is amended to include:
1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
(a) That is an "insured" under any other automobile policy;
(b) That has exhausted its Limit of Insurance under any other policy; or
(c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds
Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:
d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds
Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:
e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
(1) The agreement requires you to provide direct primary insurance for the lessor; and
(2) The "auto" is leased without a driver.
Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.
However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
1. You;
2. Any of your "employees" or agents; or
3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

D. Persons And Organizations As Insureds Under A Written Insured Contract
Paragraph A.1 – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:
f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured".
However, such person or organization is an "insured" only:

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(1) with respect to the operation, maintenance or use of a covered "auto"; and
(2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
(a) You executed the "insured contract" or written agreement; or
(b) The permit has been issued to you.

3. **FELLOW EMPLOYEE COVERAGE**
EXCLUSION B.5. - FELLOW EMPLOYEE – of SECTION II – LIABILITY COVERAGE does not apply.

4. **PHYSICAL DAMAGE – ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**
Paragraph A.4.a. – TRANSPORTATION EXPENSES – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to provide a limit of $50 per day for temporary transportation expense, subject to a maximum limit of $1,000.

5. **AUTO LOAN/LEASE GAP COVERAGE**
Paragraph A. 4. – COVERAGE EXTENSIONS - of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:
c. **Unpaid Loan or Lease Amounts**
In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:
1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
a. Overdue loan/lease payments at the time of the "loss";
b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
c. Security deposits not returned by the lessor:
d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:
1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
2. Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
3. Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered "auto.

6. **RENTAL AGENCY EXPENSE**
Paragraph A. 4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:
d. **Rental Expense**
We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:
MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:
1. $2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
2. $2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
3. $2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
4. $7,500 maximum total amount for paragraphs 1., 2. and 3. combined.

7. **EXTRA EXPENSE – BROADENED COVERAGE**
Paragraph A.4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:
e. **Recovery Expense**
We will pay for the expense of returning a stolen covered "auto" to you.

8. **AIRBAG COVERAGE**
Paragraph B.3.a. - EXCLUSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

9. **AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE**
Paragraph C.1.b. – LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:
b. $2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
(3) An integral part of such equipment.

10. **GLASS REPAIR – WAIVER OF DEDUCTIBLE**

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Under Paragraph D. - DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE the following is added:
No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Paragraph D.- DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:
If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same "accident", the following applies:

1. If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when the "accident" is known to:
   (1) You or your authorized representative, if you are an individual;
   (2) A partner, or any authorized representative, if you are a partnership;
   (3) A member, if you are a limited liability company; or
   (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

   Knowledge of an "accident", claim, "suit" or "loss" by other persons does not imply that the persons listed above have such knowledge. Notice to us should include:
   (1) How, when and where the "accident" or "loss" occurred;
   (2) The "insured's" name and address; and
   (3) To the extent possible, the names and addresses of any injured persons or witnesses.

13. WAIVER OF SUBROGATION

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

5. We will waive the right of recovery we would otherwise have against another person or organization for "loss" to which this insurance applies, provided the "insured" has waived their rights of recovery against such person or organization under a contract or agreement that is entered into before such "loss".

   To the extent that the "insured's" rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. – CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV – BUSINESS AUTO CONDITIONS - is deleted and replaced with the following:
If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not void coverage under this Coverage Form because of such failure.

15. AUTOS RENTED BY EMPLOYEES

Paragraph B.5. - OTHER INSURANCE of SECTION IV – BUSINESS AUTO CONDITIONS - is amended to add the following:

e. Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

16. HIRED AUTO – COVERAGE TERRITORY

Paragraph B.7.b.(5). - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

(5) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

17. RESULTANT MENTAL ANGUISH COVERAGE

Paragraph C. of - SECTION V – DEFINITIONS is deleted and replaced by the following:
"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the "bodily injury" sustained by that person.

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TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) –

POLICY NUMBER: UB-1N458703-20-51-K

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA (BLANKET WAIVER)

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.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

Schedule

Person or Organization	Job Description
ANY PERSON OF ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.	

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 7/21/2020 Policy No. UB-1N458703-20-51-K Endorsement No.
Insured Premium
Main Electric Supply Company, LLC
Insurance Company Countersigned by _____

Federal Insurance Company

DATE OF ISSUE: - - ST ASSIGN: