STATE OF NEVADA

DEPARTMENT OF TRANSPORTATION

REQUEST FOR PROPOSAL

No. 456-12-160

Project Specifications and Instructions
for Submitting a Proposal to Furnish

Full Preventative Maintenance Services for the Tropicana Pedestrian Bridges at the Intersection of Tropicana Avenue and South Las Vegas Boulevard in Clark County, Nevada

Rudy Malfabon, P.E., Director
Department of Transportation

SECTION I - INSTRUCTIONS TO PROPOSER

The enclosed "Request for Proposal" (RFP) is being advertised and sent to prequalified firms for use in submitting information that will be used to select a firm with whom we hope to negotiate an agreement for the described services.

The proposer shall submit five (5) CDs, with each CD containing one (1) typewritten, legible proposal contained within one (1) PDF file. Faxed proposals will not be accepted. Written proposals must be received **NO LATER THAN 3:00 P.M., on Thursday, December 20, 2012**, and addressed **exactly** as follows:

Agreement Services
Nevada Department of Transportation
Attn: RFP #456-12-160
1263 South Stewart Street, Room 101
Carson City, NV 89712

Proposals received after the specified deadline or submitted to the wrong location ***will not*** be considered and will be disposed of in an appropriate manner suitable to the Nevada Department of Transportation (DEPARTMENT).

Proposers not currently prequalified (or desiring to prequalify) in Pedestrian Bridge Facility Maintenance Services discipline will first be reviewed to determine if they meet the minimum qualifications set forth for the discipline. Any proposals submitted that do not meet the minimum prequalification requirements, as outlined below, will be disposed of in an appropriate manner, at the sole discretion of DEPARTMENT, without further review.

Pedestrian Bridge Facility Maintenance Services:

Work consists of providing escalator and elevator maintenance services, which includes all related components, to manufacture's specifications and requirements. Maintenance and other related services for the elevators and escalators shall meet the minimum performance requirements as detailed in the ASME A17.1 Code or applicable Uniform/International Building Code and any other applicable Federal, State, and Local standards or guidelines.

Any proposal received prior to the date and time specified above for receipt of proposals may be withdrawn or modified by written request of the Proposer. To be considered, however, a written request to withdraw the proposal or the modified proposal must be received before the time and date specified above for receipt of Proposals. Oral interviews may be conducted for each firm that submits a written proposal. The DEPARTMENT has the sole discretion as to whether it will or will not conduct oral interviews. In the event that the DEPARTMENT elects to conduct oral interviews, each proposer in the competitive range will be advised of the format for such interview and will be provided with a schedule for such interview. Competitive range means a list of the most highly rated proposals based on the initial ranking of the proposals. It is based on the initial rating of each proposal measured against all evaluation criteria set forth in this RFP.

Confidential Information, Trade Secrets and/or Proprietary Information must be sealed in a separate package and each page must be clearly marked "Confidential." The failure to separate and mark this information as per NRS 333.020 and 333.333 shall constitute a complete waiver of any and all claims for damages caused by release of the information by the

DEPARTMENT. If the DEPARTMENT reviews the Confidential Information and determines that the information is not considered confidential pursuant to Chapter 333 of NRS, the DEPARTMENT will contact the Proposer. The Proposer must advise the DEPARTMENT whether it either accepts the DEPARTMENT's determination that the information is not confidential or withdraw the information. The Proposer will not be allowed to alter the submittal after the date and time set for receipt of Proposals shown above. Notwithstanding the provisions in NRS Chapter 333, the DEPARTMENT retains its immunity pursuant to the provisions of NRS 239.012 for any "good faith" release of information and the immunities from liability provided to it pursuant to NRS Chapter 41.

There will be a <u>MANDATORY</u> walk-thru on Wednesday, November 28, 2012, at 8:30 am, with prospective bidders and interested parties meeting on the north side of the District 1 Headquarters, Building "A", 123 Washington Avenue, Las Vegas, Nevada 89101 as transportation will be provided to and from the work site. Immediately after the mandatory walk-thru, there will be a <u>MANDATORY</u> pre-submittal meeting on Wednesday, November 28, 2012, immediately following the walk-thru, at the District 1 Headquarters. Requirements of this project will be presented at this meeting. Proposals will not be accepted from any firm who fails to attend the walk-thru and pre-submittal meeting. Proposers are required to have an active State of Nevada Contractor's License with a C-7 (Elevation and Conveyance) classification.

- CONTRACTORS shall be required to visit the building, examine the existing elevators, determine condition of all retained components, space conditions, and power supply and make all surveys necessary to complete the Scope of Services outlined herein.

- If any discrepancies are found, or if work not specified is required, the CONTRACTOR shall bring such matters to the DEPARTMENT's attention a minimum of seven (7) calendar days prior to bidding. If no discrepancies are noted or exceptions taken, it is assumed that all conditions are satisfactory.

The Qualified Products List (QPL) dated September 18, 2012 shall be used on this contract.

Issuance of this RFP shall in no way constitute a commitment by the DEPARTMENT to execute an agreement. The DEPARTMENT reserves the right to reject any or all proposals received in response to this RFP, or to cancel this RFP if it is deemed in the best interest of the DEPARTMENT to do so.

The DEPARTMENT reserves the right to issue supplemental releases addenda to this RFP prior to the closing date. In the event it becomes necessary to supplement any part of this RFP, DEPARTMENT will provide copies of such addenda to all who have attended the pre-submittal meeting (if applicable) and communicated to DEPARTMENT Agreement Services that they received the RFP.

The DEPARTMENT assumes no financial responsibility in connection with the costs incurred by Proposers in attending the pre-proposal meeting, the preparation and submission of the Proposers' proposal packets or the costs to attend the oral interviews, if such interviews are conducted by the DEPARTMENT in its sole discretion.

With this RFP, the Proposer is furnished a copy of the draft agreement. **To maintain consistency between the DEPARTMENT and its service providers, only those portions of the "Draft Agreement" which are open for negotiation shall be blank.** A pre-negotiation

audit may be required by the DEPARTMENT's Internal Audit Division. All DEPARTMENT audits will be conducted in accordance with the AASHTO Uniform Audit and Accounting Guide 2010 which can be found at www.transportation.org. The "**cost per unit of work"** method of compensation shall be used for the Proposer's services, as set forth in 48 CFR Chapter 1.
The following rules of contact shall apply during this Procurement for the Project:

A. After release of the RFP and through Notice of Intent to Award of the agreement, the Proposers shall **ONLY** correspond with the DEPARTMENT regarding this RFP through the DEPARTMENT's designated representative as per NAC 333.155;

Agreement Services,
Nevada Department of Transportation
1263 South Stewart Street, Room 101
Carson City, Nevada 89712
775-888-7070
agreeservices@dot.state.nv.us

B. The Proposers shall not contact DEPARTMENT employees, including department heads, members of the review committee and/or any official who will participate in the decision to award the Agreement, regarding the Project, except through the process identified above;

C. Any communications determined to be improper may result in disqualification, at the sole discretion of the Department;

D. Any official information regarding the RFP will be disseminated from the DEPARTMENT. Specific information necessary for the preparation of Proposals will be disclosed to all Proposers;

E. The DEPARTMENT will not be responsible for any oral exchange or any other information or exchange that occurs outside the official process specified herein.

SECTION II - PROPOSER QUESTIONS

The Department will respond to questions regarding the RFP, including requests for clarification and requests to correct errors, submitted in writing by Proposers. Only written requests as described above will be considered. No oral requests will be considered. No requests for additional information or clarification to any other DEPARTMENT office, consultant, employee or the FHWA will be considered.

Any questions raised by Proposer's must be submitted in writing to Agreement Services, 1263 South Stewart Street, Room 101, Carson City, Nevada 89712, faxed to (775) 888-7101 or emailed to agreeservices@dot.state.nv.us and received by 3:00 p.m., on Wednesday, December 5, 2012. Written responses will be distributed by the DEPARTMENT on or before Monday, December 10, 2012.

SECTION III – SCHEDULE

Task	**Date/Time**
Request for Proposal (RFP) Issued	October 30, 2012
Dates Advertised	Wednesday, November 7 and 14, 2012
(**MANDATORY**) Pre-submittal Meeting	Wednesday, November 28, 2012
Proposer Questions Submittal Due Date	Wednesday, December 5, 2012

DEPARTMENT's Response to Proposer Questions	Monday, December 10, 2012
RFP Due Date	Thursday, December 20, 2012
Anticipated Notice of Intent	January 24, 2013
Recommendation to Board of Transportation	March 2013
Anticipated Notice of Award	May, 2013

SECTION IV - DBE REQUIREMENTS

There are no Disadvantage Business Enterprises (DBE) requirements for the project.

SECTION V – NEVADA BUSINESS LICENSE REQUIREMENT

The selected firm, prior to doing business in the State of Nevada, must be appropriately licensed by the Office of the Secretary of State pursuant to NRS 76.100. Information regarding the Nevada State Business License can be located at http://sos.state.nv.us. Firms must provide the following:

Nevada State Business License Number

- Legal Entity's Name
- Is the "Legal Entity Name" the same name under which Proposer is doing business? [ ] Yes [ ] No
  If "No," provide an explanation.

Additionally, if the firm is a corporation, LLC, LP, LLP, or LLLP, or non-profit corporation based out of state, they must be registered as a foreign business entity equivalent in Nevada, in active status, and in good standing with the Nevada Secretary of State.

Each Proposer shall clearly state, at time of its submittal, its willingness to adhere to this requirement by providing a copy of its Nevada State Business License, a copy of its application to the Secretary of State Office or a copy of the entity's status that can be obtained from the Nevada Business Search found on the homepage of the Secretary of State's website www.sos.state.nv.us.

Award of any RFP is contingent on a Proposer having and holding an active, valid Nevada State Business License. A Proposer must satisfy this requirement before submission of a Proposal. If a Proposer is unable or unwilling to adhere to this requirement, the DEPARTMENT will deem the Proposer as non-responsive and the DEPARTMENT shall proceed to negotiate with the next most qualified firm and so on until an acceptable agreement is negotiated.

SECTION VI - SELECTION PROCESS

Selection will be based on the factors shown on the attached Evaluation Criteria Form which will be used by a committee to evaluate the written proposal.

If the Review Committee elects, in its sole discretion, to conduct oral interviews, each Proposer in the competitive range shall be notified of the interview schedule via electronic mail and will be required to confirm their willingness to attend the oral interview. The same attached Evaluation Criteria Form will be used for all reviews and oral interviews. Failure of a Proposer to appear at the oral interview, if the Review Committee elects to conduct such interviews, will be considered non-responsive, and that firm will be eliminated from any further consideration. The Committee tasked with ranking the Proposals will be comprised of DEPARTMENT staff and

other members representing local entities who shall remain anonymous to protect the integrity of the procurement process.

All evaluators may use the information in the firm's prequalification package in addition to the information submitted in the written proposal to arrive at the final ranking. The firms will be ranked and an agreement shall be negotiated following the selection of the most qualified Proposer. If an acceptable agreement cannot be reached with the highest ranked Proposer, the DEPARTMENT shall proceed to negotiate with the next highest ranked Proposer and so on until an acceptable agreement is negotiated or the DEPARTMENT, in its sole discretion, elects to terminate the solicitation.

SECTION VII - BACKGROUND

The Department designed and constructed four (4) pedestrian bridge crossings over Tropicana Avenue and South Las Vegas Boulevard in the 1990's for safety. The project included the installation of eight (8) elevators and sixteen (16) escalators along with eight (8) equipment rooms and eight (8) machine rooms. Las Vegas Paving was the prime contractor and subcontracted the installation of the elevators and escalators to Desert Elevator. The elevators and escalators were manufactured by O & K Escalator and the entire project was completed in January of 1995. Consequently, these pedestrian bridge crossings and all components require maintenance after construction and acceptance by the Department. Since the Department did not request for additional maintenance personnel and its current facilities crew does not have enough manpower to maintain the additional locations, a need to contract out this maintenance service is necessary.

Since installation, NDOT has created an agreement with consultant, HKA Elevator Consulting, Inc., to assist the Department in performing detailed survey of the existing conditions, performance and usability of each unit of the eight (8) hydraulic elevators, and sixteen (16) exterior escalators. HKA is also assisting the Department when establishing an in-depth scope of services for contracting out the maintenance and upgrade of these facilities.

NDOT District 1 is in the process of upgrading the existing sixteen (16) escalators with new APTA (American Public Transportation Unit) external type units. This design must comply with all required federal, state and local guidelines. Completion is scheduled for December 2013.

SECTION VIII - SCOPE OF SERVICES

See Attachment A for the Scope of Services.

SECTION IX - PROJECT SCHEDULE

It is anticipated this project will begin in June 2013. The project will be for a two (2) year period.

SECTION X - PROPOSAL CONTENT

Proposals shall be brief and to the point. One (1) section of the Proposal shall be devoted to each topic listed below with such sections separated by a tabbed divider page. The cover letter shall not exceed one (1) single-spaced, single-sided 8½" x 11" page and shall include the Proposer's contact person with his/her mailing address, telephone number, and

email address The proposal must be signed by the individual(s) legally authorized to bind the Firm as per NRS 333.337.

The pricing information required to be provided with the Proposal must be submitted as a separate document in a sealed envelope clearly marked on the outside of the envelope "Cost Proposal" along with the Proposer's identifying information.

The proposals shall include:

A. EVALUATION CRITERIA ITEMS

1. Other Factors (Cost):

a. Cost is reasonable compared to the competition and cost- effective.

b. No additional expenses or fees anticipated.

2. Project Approach and Team:

a. Proposer's approach to identifying and implementing the project requirements and meeting the NDOT's needs.

b. Proposer should consider including information on their Quality Assurance/Quality Control program.

3. Project Team:

a. Project Manager to be assigned, capability and experience of the key personnel to be assigned and the estimated effectiveness of the team's proposed organization and coordination process.

4. Past Performance:

a. Past performance of project team in terms of cost control of the Proposer's budget commitments, quality of work and compliance with project schedule. Include all relevant work completed in the past three (3) years.

5. Availability and Capacity:

a. Demonstrate the availability of the key project team members for the duration of the project. Consider team members existing and projected workloads.

b. Demonstrate the capacity of the firm to meet the needs of the project. Consider the depth of staffing and other resource strategies.

c. Knowledge of current landscaping conditions, needed materials, local agency requirements and safety procedures.

6**. Proximity of Project Team(s)**:

a. Knowledge of the locality of the project and local agency requirements.

b. Accessibility to the project area.

If cost is a factor:
Proposals shall be submitted in two (2) distinct parts - the **narrative/technical proposal** and the **cost proposal**. THE NARRATIVE/TECHNICAL PROPOSAL **MUST NOT** INCLUDE ANY COST AND/OR PRICING INFORMATION. While

Technical and Cost proposals may be shipped together (*i.e.*, in the same box/envelope), each proposal must be bound separately and placed in separate envelopes within the shipping container clearly marked with the Proposer's name and each respective envelope marked "Technical Proposal" or "Price Proposal" as appropriate. The Technical and Price Proposals must be submitted on separate CDs.

B. PROPOSAL LIMITATIONS

The written proposals shall be limited by the following:

1. The total proposal package shall not exceed twenty (20) double-spaced, single-sided, 8½" x 11" pages, which does not include the cover letter.
2. DBE Certifications, Nevada State Business License, cover letter, and section dividers without text or graphics do not count towards the page limitations.
3. Pages contained within the proposal which are 11" x 17" will be counted as two (2) pages.
4. For ease of evaluation, the proposal must be presented in a format that both corresponds to and references those sections outlined within this RFP and must be presented in the same order as listed in this RFP. Responses to each section and subsection must be labeled to indicate which item of this RFP is being addressed. Exceptions to these stated limitations will be considered during the evaluation process and may, in the DEPARTMENT's sole discretion, result in a Proposal being considered non-responsive.

C. DISCLOSURE OF CURRENT AND FORMER STATE EMPLOYEES

Proposals from Firms employing current employees or former employees of the State of Nevada will be considered pursuant to the requirements and limitations set forth in the DEPARTMENT Administrative Manual, NRS Chapter §281, and NRS Chapter §284.

The Nevada Legislature passed Assembly Bill No. 240 (AB 240) requiring any vendor entering into an agreement with the State of Nevada to identify certain employees who will be providing services for the State of Nevada. The DEPARTMENT will follow the process established by the Nevada Department of Administration and outlined in the State Administrative Manual (SAM), sections 322, 323, and 344. If the apparent top-ranked firm proposes any current state employees or former state employees who left state service within the preceding two (2) years, the DEPARTMENT must request approval from the State Board of Examiners (BOE) prior to entering into an agreement with such firm. Upon approval from the BOE the DEPARTMENT will proceed with the negotiation and agreement processes per DEPARTMENT procedures. In the event of a denial by the BOE, the proposer will be allowed one (1) opportunity to replace the disapproved employee with another employee who possesses substantially equivalent capabilities. The DEPARTMENT has the authority to approve or deny the equivalent employee. If the DEPARTMENT approves the equivalent employee, the DEPARTMENT will proceed with the negotiation and agreement processes per DEPARTMENT procedures. If the DEPARTMENT denies the equivalent employee, the DEPARTMENT will proceed to negotiate with the next most qualified firm and so on until an acceptable agreement is negotiated.

If the proposed team includes current state employees or former state employees who left state service within the preceding two (2) years, the proposer shall submit, as part of their proposal, the appropriate form (Authorization Current Employee, Authorization Former

Employee) to assist the DEPARTMENT in requesting approval from the BOE. The forms are located at http://purchasing.state.nv.us/contracting/current_and_former.htm. The submitted form may or may not be used by the DEPARTMENT as a template in requesting approval of the proposed team member.

SECTION XI – AWARD PROCESS

A. NOTIFICATIONS

The DEPARTMENT shall issue its Notification of Intent to Award in accordance with NAC §333.170. Any award is contingent upon the successful negotiation of final contract terms and upon approval of the Transportation Board, when required. Negotiations shall be confidential and not subject to disclosure to competing firms. The terms agreed to by the parties shall be confidential until an agreement is executed. If contract negotiations cannot be concluded successfully, the Department, at its sole discretion and upon written notice to all firms, may negotiate a contract with the next highest ranking firm or withdraw the RFP and cancel this procurement.

The DEPARTMENT shall issue a Notification of Award in accordance with NAC §333.170 at which time, proposals are no longer confidential and can be requested via a Public Records Request which can be found at: http://www.nevadadot.com/Public_Involvement/Public_Involvement.aspx#prrequests

SECTION XII - TERMS, CONDITIONS AND EXCEPTIONS

This procurement is being conducted in accordance with NRS Chapters 333 and 408 and NAC Chapter 333.

The DEPARTMENT reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if, in the sole discretion of the DEPARTMENT, it is in the best interest of the state to do so.

The DEPARTMENT reserves the right to waive informalities and minor irregularities in proposals received.

The DEPARTMENT reserves the right to reject any or all proposals received prior to contract award (NRS §333.350).

The DEPARTMENT shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the State of Nevada after all factors have been evaluated (NRS §333.335).

Any irregularities or lack of clarity in the RFP must be brought to Agreement Service's attention as soon as possible so that corrective addenda may be furnished to all Proposers.

Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by an addendum or an amendment to the RFP.

Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.

All materials submitted in accordance with the prescribed deadline become the property of the DEPARTMENT and will not be returned. The DEPARTMENT's selection or rejection of a Proposal does not affect this right. The master copy of each proposal shall be retained for official files and will become public record after execution of a contract. Only specific parts of the proposal may be labeled a "trade secret," provided that the Proposer agrees to defend and indemnify the DEPARTMENT for honoring such a designation (NRS §333.333); unsuccessful proposals containing "trade secrets" will be returned pursuant to NRS 293.010. The failure to so label any information shall constitute a complete waiver of any and all claims for damages caused by any release of such information by the DEPARTMENT. The DEPARTMENT shall not be liable for disclosure or release of information when authorized or required by law to do so pursuant to NRS 239.012.

A proposal submitted in response to this RFP must identify any subconsultants, and outline the contractual relationship between the awarded Proposer and each such subconsultant. An official of each proposed subconsultant must sign, and include as part of the proposal submitted in response to this RFP, a statement to the effect that the subconsultant has read this RFP and agrees to abide by the awarded Proposer's obligations. A subconsultant's compliance with these requirements does not create a contractual relationship between the subconsultant and the DEPARTMENT.

The awarded Proposer will be the sole point of contract responsibility. The DEPARTMENT will look solely to the awarded Proposer for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded Proposer shall not be relieved for the non-performance of any or all of its subconsultants.

The awarded Proposer must maintain, for the duration of its contract, insurance coverage's as set forth in the agreement executed in response to this RFP. Work on the contract shall not begin until after the awarded Proposer has submitted to the DEPARTMENT acceptable evidence of the required insurance coverages. Failure to maintain any required insurance coverage or alternative method of insurance acceptable to the DEPARTMENT in its sole discretion will be deemed a breach of contract.

Each Proposer must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict must be disclosed. By submitting a proposal in response to this RFP, Proposers affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a Proposer's proposal. An award will not be made where a conflict of interest exists. The DEPARTMENT, in its sole discretion, will determine whether a conflict of interest exists and whether it may reflect negatively on the DEPARTMENT's selection of a Proposer. The DEPARTMENT reserves the right in its sole discretion to impose additional requirements upon the Proposer to mitigate such conflict of interest or to disqualify any Proposer on the grounds of an actual or an apparent conflict of interest.

The DEPARTMENT will not be liable for Federal, State, or Local excise taxes.

The DEPARTMENT reserves the right to negotiate final contract terms with any Proposer selected in accordance with NAC §333.170. The contract between the parties will consist of the final executed contract, the RFP together with any modifications thereto, and the

awarded Proposer's proposal, together with any modifications and clarifications thereto that are incorporated at the request of the DEPARTMENT during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, addenda to the RFP, the RFP, any modifications and clarifications to the awarded Proposer's proposal, and the awarded Proposer's proposal. Specific exceptions to this general rule may be noted in the final executed contract.

Proposer understands and acknowledges that the representations above are material and important, and will be relied on by the DEPARTMENT in its evaluation of a proposal. Any misrepresentation by a Proposer shall be treated as fraudulent concealment from the DEPARTMENT of the true facts relating to the proposal.

No announcement concerning the award of a contract as a result of this RFP can be made without the prior written approval of the DEPARTMENT.

The Nevada Attorney General will not render any type of legal opinion regarding this transaction.

SECTION XIII – PROTEST PROCEDURE

Protests may be filed only with respect to:

1. Allegations that the terms of the RFP are wholly ambiguous, contrary to legal requirements applicable to the procurement, or exceed the DEPARTMENT's authority, and/or

2. A determination as to whether a Proposal is responsive to the requirements of the RFP or failed any Pass/Fail criteria, as applicable, and/or

3. Award of an Agreement.

A. DEADLINES FOR PROTESTS

Protests concerning the issues described in Section XIII(1) and contained in the RFP must be filed no later than ten (10) calendar days prior to the Proposal due date, and those contained in any amendment to the RFP must be filed no later than three (3) business days after DEPARTMENT distributes the related addenda.

Protests concerning the issues described in Section XIII(2) must be filed within ten (10) calendar days after the DEPARTMENT issues its notice to a Proposer that its Proposal was deemed nonresponsive or failed any pass/fail criteria.

Protests concerning the issue described in Section XIII (3) must be filed within ten (10) calendar days after the DEPARTMENT issues the Notice of Award.

DEPARTMENT will not accept any protests received after the above-stated deadlines for receipt of such protests.

B. PROTEST CONTENTS

Protests shall include Information about the protesting firm, including firm name, mailing address, phone number, and name of the individual responsible for submission of the protest.

Protests shall completely and succinctly state the grounds for protest, its legal authority, its factual basis, and shall include all factual and legal documentation in sufficient detail to establish the merits of the protest. Statements shall be sworn and submitted under penalty of perjury.

C. FILING OF PROTEST

Protests shall be in writing and filed by hand delivery on or before the applicable deadline to:

Nevada Department of Transportation
ATTN: Administrative Services/Dispute Resolution Office
1263 South Stewart Street, Room 101
Carson City, NV 89712

The Proposer filing the protest shall concurrently submit a copy of the protest to other Proposers whose addresses may be obtained from the Department.

D. COMMENTS FROM OTHER PROPOSERS

Other Proposers may file statements in support of or in opposition to the protest within seven (7) calendar days of the filing of the protest. The DEPARTMENT shall promptly forward copies of all such statements to the protester. Any statements shall be sworn and submitted under penalty of perjury.

E. BURDEN OF PROOF

The protester shall have the burden of proving the basis of its protest. The DEPARTMENT may, in its sole discretion, discuss the protest with the protester and other Proposers. No hearing will be held on the protest. The protest shall be decided on the basis of written submissions.

F. DECISION ON PROTEST

The DEPARTMENT's Director or designee shall issue a written decision regarding the protest within thirty (30) calendar days after the filing of the detailed statement of protest. If necessary to address the issues raised in a protest, the DEPARTMENT may, in its sole discretion, make appropriate revisions to the RFP by issuing Addenda.

G. PROTESTER'S PAYMENT OF COSTS

If a protest is denied, the Proposer filing the protest shall be liable for the DEPARTMENT's costs reasonably incurred to defend against or resolve the protest, including attorney's fees, consultant fees and costs, and any reasonably unavoidable damages sustained by the Department as a consequence of the protest.

H. RIGHTS AND OBLIGATIONS OF PROPOSERS

Each Proposer, by submitting its Proposal, expressly recognizes the limitation on its rights to protest provided in this Section XIII and expressly waives all other rights and remedies and agrees that the decision on the protest is final and conclusive. If a Proposer disregards, disputes, or does not follow the exclusive protest remedies provided in this section, it shall indemnify and hold harmless the DEPARTMENT and its officers, employees, agents, and consultants from and against all liabilities, fees and costs, including legal and consultant fees and costs, and damages incurred or suffered as a result of such Proposer's actions. **Each**

Proposer, by submitting a Proposal, shall be deemed to have irrevocably and unconditionally agreed to this indemnity obligation.

No Stay Pending Final Determination: Agreement negotiations with the selected Proposer/Bidder shall not be stayed during the pendency of any protest. Any agreement with the selected Proposer/Bidder shall be made contingent upon the outcome of any pending protest.

Attachments:

Submission Checklist
Evaluation Criteria Form
Sample Agreement

SUBMISSION CHECKLIST

This checklist is provided for Proposer's convenience only and identifies documents that must be submitted with each package in order to be considered responsive. Any proposals received without these requisite documents in the number and form set forth in the Submittal Instructions, may in the sole discretion of DEPARTMENT, be deemed non-responsive and not considered for contract award.

Part I:

1. Required number of Technical proposals _____

2. Correct number of pages submitted _____

3. Required DBE documents, if any _____

4. Copy of State of Nevada State Business License _____

5. Evidence of a Nevada Contractor's or Professional Engineer's License (as applicable) _____

6. Required number of Cost proposals _____

SCOPE OF SERVICES

These Special Provisions supplement and modify the "Standard Specifications for Road and Bridge Construction," 2001 Edition. All of the requirements and provisions of said Standard Specifications shall apply, except where modified by the plans and these Special Provisions.

This is an English unit contract and all of the requirements and provisions given therefore shall apply. Make no reference to metric units unless metric units are the only units given or otherwise specified for both English unit and metric unit contracts.

SECTION 107 - LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

107.01 Laws to be Observed:

Any project related use of areas outside of the highway right of way are subject to all applicable Federal, State and local laws, regulations, ordinances and clearances (including but not limited to environmental and archaeological clearances), as well as the requirements and conditions as specified herein.

Add the following to the end of this Subsection of the Standard Specifications:

Submit payrolls electronically via the internet into the Department's contracted payroll tracking system LCP Tracker. This requirement will apply to every lower-tier subcontractor and vendor required to provide certified payroll reports by NRS 338.010 to 338.090 inclusive. Upon issuance of the Notice to Proceed, the Department will provide the Contractor with the website addresses and a Login Identification and Password to access the payroll system.

Options for interface software and training to utilize the system are available on LCP Tracker websites.

Pay an LCP Tracker Access Fee of $1,000.00 for contracts bid up to $10 Million, a fee of $2,500.00 for contracts bid greater than $10 Million and up to $25 Million, and a fee of $5,000.00 for contracts bid over $25 Million up to $50 Million. Submit a copy of the receipt within thirty (30) days of the Notice to Proceed.

107.09 Liability Insurance

a. Insurance Requirements for Contractors. Paragraph (1) under the heading "a. General Liability and Automobile Liability Coverage's:" on page 44 of the Standard Specifications is hereby deleted and the following substituted therefore:

1. The Nevada Department of Transportation, its officers, officials, employees, consultants, and volunteers are to be covered as additional insured's as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no

special limitations on the scope of protection afforded to the Nevada Department of Transportation, its officers, officials, employees, consultants, or volunteers.

Subparagraphs (b) and (c) of this Subsection of the Standard Specifications are hereby deleted and the following substituted therefore:

b. General: Furnish the Department with one (1) certified copy of all insurance required under subparagraph (a) of Subsection 107.09 of the Standard Specifications. Send this copy directly to the Nevada Department of Transportation, 1263 S. Stewart Street, Carson City, Nevada 89712 - Attention: Contract Compliance Officer.

107.11 Responsibility for Damage Claims. The words "construction administration" are hereby deleted in six (6) places in this Subsection of the Standard Specifications.

SECTION 110 – WAGES AND CONDITIONS OF EMPLOYMENT

110.01 Description:

The last sentence of the first paragraph of this Subsection of the Standard Specifications is hereby deleted.

The indented paragraph defining the “site of the work” on the middle of page 77 of the Standard Specifications is hereby deleted and the following substituted therefore:

The “site of the work” is defined as the physical place or places where work called for in the contract is performed by either the Contractor or the Contractor’s agents. Material sources controlled by the Department and staging areas set up to construct portions of the work are considered to be the “site of the work.” Not included in the “site of the work” are permanent home offices, batch plant establishments, fabrication plants, and tool yards of an employer whose locations and continuance in operation are determined without regard to the work. In addition, fabrication plants, batch plants, borrow pits, job headquarters, tool yards, or other like locations of a commercial supplier or material man which are established by a supplier of materials for the project before opening of bids are not included in the “site of the work.”

GENERAL

PART 1 – EXTENT OF WORK

1.01 CONTRACTOR QUALIFICATIONS:

a. The CONTRACTOR agrees that they have the financial and technical resources, personnel, parts and tools necessary to maintain this equipment to its original design capabilities based on the equipment condition and all the technical information available at time of award of this Agreement.

b. The CONTRACTOR shall provide the DEPARTMENT the following information with the submittal of their bid:

1. An active State of Nevada Contractor's License with a C-7 (Elevation and Conveyance) classification.

2. Work history for the most recent five (5) years on comparable or more complex elevator/escalator equipment.

3. Evidence of a local service office and the ability to answer a service call within thirty (30) minutes of notification by telephone.

4. A list including names of personnel that will be assigned to this Scope of Services in the following capacity. The list shall also include the individual's personal work history on the comparable or more complex elevator/escalator equipment.

   a. Management/Supervising

   b. Scheduling, Coordinating, Installing and Servicing Elevator Equipment

   c. Cellular Contact numbers for the assigned mechanic and helper during business hours as listed within scope of services.

5. An outline of office and warehousing facilities and a statement agreeing to allow the inspection of these facilities by the DEPARTMENT representative.

6. A list of technical information, engineering data and diagnostic tools to prove the CONTRACTOR's technical capacity to perform maintenance of subject equipment.

1.02 THE CONTRACTOR'S DUTIES:

a. The CONTRACTOR shall be responsible for, but not be limited to, furnishing all material, labor, tools, communications and equipment necessary to provide full preventative maintenance, repair and replacement services on sixteen (16) escalators and related components, eight (8) hydraulic elevators and related components, sixteen (16) equipment room air conditioners, eight (8) elevator cab air conditioning units mounted on elevator car tops, eight (8) elevator hoistway fans, eight (8) elevator pit sump pumps, sixteen (16) escalator pit sump pumps, eight (8) machine rooms, and eight (8) electrical rooms at the Tropicana Pedestrian Bridges located at the intersection of Tropicana Avenue and South Las Vegas Boulevard, hereinafter, referred to as BRIDGE(S) as outlined in Attachment B – Tropicana Pedestrian Bridges Map.

1. Specific duties for the eight (8) machine/electrical rooms:

a. repair/replace fuses, relays, and air conditioning units to ensure operational status

b. maintain cleanliness

b. The CONTRACTOR's duties outlined herein, include, but are not limited to, full preventative maintenance, repair and replacement services, Authority Having Jurisdiction (AHJ) per (ASME) A17.1 Code testing, maintaining basic performance requirements of the BRIDGES; special testing provisions; completing escalator annual inspections; stocking of materials; maintaining wiring diagrams of the BRIDGES' systems; preparing, maintaining and furnishing, to Specifications, schedules and records, outlined below; and providing the DEPARTMENT with a list of the CONTRACTOR's uniformed personnel trained to perform the required services.

c. Any work not specifically outlined in this Scope of Services but which is required to ensure complete maintenance of equipment shall be performed without additional cost to the DEPARTMENT.

d. The CONTRACTOR shall cooperate with any other contractors doing work on the property and shall coordinate work schedules required to perform and complete the Scope of Services outlined herein with said contractors and inform or report any deficiencies/damages to other contractors and the DEPARTMENT for immediate corrections.

1. Examples include but are not limited to:

a. graffiti

b. stickers

c. broken glass

e. The CONTRACTOR shall complete the Scope of Services outlined herein promptly, diligently and in a good workman like manner to the full and complete satisfaction and acceptance of the DEPARTMENT and in a manner that will not impede or obstruct the ongoing business activities of any tenants at the property, or any work on the Tropicana Avenue and Las Vegas Boulevard roadways.

f. The CONTRACTOR shall have an inspector or supervisor verify, quarterly at a minimum, that the quality of maintenance of each elevator and escalator meets the DEPARTMENT's and Industry standards. Also, the CONTRACTOR's Supervisor shall schedule, at minimum, one joint visit quarterly with the DEPARTMENT to inspect the BRIDGES. During the quarterly inspections, a "punch list" shall be created by the DEPARTMENT listing all discrepancies and/or recommendations of maintenance to be completed to the BRIDGES by the CONTRACTOR. The "punch list" shall be completed within one (1) work week after the DEPARTMENT submits the "punch list" to the CONTRACTOR. All

completed work from the “punch list” shall be at the CONTRACTOR’s expense.

g. The CONTRACTOR shall maintain the capabilities such as obtaining proper equipment, tools, materials and personnel to perform all required equipment maintenance to its original design specifications.

h. The CONTRACTOR shall provide sufficient personnel for a minimum of forty (40) hours per week to perform specified routine maintenance only, of the BRIDGES’ equipment. Any repairs and/or replacement services of the BRIDGES’ equipment shall be performed by additional crews or other personnel to insure the preventative maintenance requirements stay on schedule. The forty (40) hours per week shall be scheduled from the hours 2:00 a.m. to 11:00 a.m. during the period of April 1 to September 30 and from the hours 6:00 a.m. to 3:00 p.m. during the period of October 1 to March 31 each year. All personnel assigned to this project by the CONTRACTOR shall be fully trained with bridge and maintenance experience and/or with experience with a similar configured bridge. All work on BRIDGE systems shall be performed by a certified elevator mechanic per NRS 455c or under the direct supervision of a certified elevator mechanic. All cleaning of handrails, car interiors, hoistways, and assistance with escalator internals integral with provisions of this agreement shall be performed by mechanic’s helper.

i. Time expended on routine maintenance service shall consist of examination, minor adjustment, cleaning and lubricating the equipment and its “surroundings”. Surroundings consist of any attached parts stationary or mobile (i.e. deck plates, landings, door tracks, skins, handrails, end caps). All lubrication frequencies and types of lubricants will meet the manufacturer’s specifications. Any labor necessary for trouble calls, repairs or replacement of equipment is to be considered as standard service.

j. The CONTRACTOR shall notify the DEPARTMENT’s representative if hydraulic fluid is added to the tank due to an unaccountable loss of fluid. The CONTRACTOR shall also make the DEPARTMENT’s representative aware of the implication of possible underground leaking. The CONTRACTOR shall provide a proposed procedure with a complete description of the process for individually testing the integrity of the cylinder and the underground to/from oil line if applicable.

k. The CONTRACTOR shall coordinate work schedules required to complete the services, in cooperation with any other contractors doing any work on the property, promptly, diligently, and in a good workmanlike manner to the full and complete satisfaction and acceptance of the DEPARTMENT. The CONTRACTOR shall perform the services required in a manner that will not impede or obstruct the ongoing business activities of any tenants at the property.

1.03 CONDITIONS OF SERVICE:

a. The CONTRACTOR shall ensure all preventative maintenance and adjustments meet the standards established by the original manufacturer. The CONTRACTOR shall maintain this equipment in safe and top operating condition.

b. Should conditions warrant, the CONTRACTOR shall repair or replace any and all components of the elevator and escalator systems, including but not limited to Section 1.04 Equipment, in its entirety, that may be required due to normal wear and tear, or any other cause except for those items covered under EXCLUSIONS. The CONTRACTOR shall notify the DEPARTMENT in writing prior to repairing or replacing any components or equipment of the elevators and/or escalators due to normal wear and tear, Acts of God, and vandalism. The only exception the CONTRACTOR does not need written approval for repairs or replacement of any components to the elevators and/or escalators is due to a safety or potential safety situation in which case the CONTRACTOR shall take immediate corrective action.

c. The CONTRACTOR shall program elevator emergency telephones and maintain twenty-four (24) hour emergency communication systems between elevator cars and the CONTRACTOR. An intermediary, such as an answering service, may be used to insure twenty-four (24) hour notification responsibilities are maintained. All emergency telephone notification service expenses shall be the CONTRACTOR's responsibility. The CONTRACTOR shall assume emergency telephone billing responsibilities as of the Notice to Proceed date. The CONTRACTOR shall notify the designated DEPARTMENT's representative, as instructed, following an emergency notification. Emergency notification procedures between the CONTRACTOR and DEPARTMENT shall be a matter for finalizing during the Post Award Conference as specified below.

1.04 EQUIPMENT:

a. Elevators and Covered Equipment:

1. Controller, selector and dispatching equipment, all relays, microprocessors, solid state components, resistors, condensers, transformers, contacts, leads, dashpots, timing devices and computer devices and emergency lowering device in its entirety.

2. Guide rails and brackets, top and bottom limit switches, guide shoes including inserts. The CONTRACTOR is not responsible for alignment when affected by building compression or shifting hoistway enclosures.

3. Hoistway door interlocks, hoistway door hangers, bottom door guides and auxiliary door closing devices. Automatic power operated door operator, car door hanger, car door contact, doors' protective devices, car frame, platform, platform sub-flooring,

elevator car interior air conditioning/ventilation, signal and operating fixtures including lights, buzzers, gongs and bells.

4. Repair or replace traveling cables, conductor cables and hoist way and machine room elevator wiring.

5. The CONTRACTOR shall check the condition and operation of door protective devices on each elevator car at every visit and, if they are inoperative, shall render the elevator in-operative and shall repair them within one business day. If, in the CONTRACTOR's opinion, the door protection devices are not maintainable, the CONTRACTOR shall replace them with similar devices at no cost to the DEPARTMENT.

6. Complete hydraulic pumping plant, the motor, valves, exposed piping, fittings, piston (unless damaged by cylinder failure), packing, tanks, heaters, hydraulic oil coolers and mufflers.

7. If flexible hose and fitting assemblies are used, they shall be changed, as required by American Society of Mechanical Engineers (ASME) A17.1 Code, or sooner if necessary.

8. Furnish all oil, lubricants, packing and other materials required.

9. Make corrections and respond to discrepancies identified by the local elevator enforcing authorities or the DEPARTMENT. Required corrective measures shall be at no additional expense to the DEPARTMENT.

10. If damaged or burned out under normal wear and tear, the CONTRACTOR at no additional cost to the DEPARTMENT shall be responsible for but not limited to: the interior cab lighting, hoist way glass, sealants, and interior and exterior glass retention mullions of the eight hydraulic passenger elevators and inner deck comb plate lighting on all sixteen escalators. The CONTRACTOR shall replace all burned out lamps immediately. Exclusions are vandalism and acts of God (earthquake, hurricane, and tornado).

11. The CONTRACTOR at no additional cost to the DEPARTMENT shall be responsible for the interior cab flooring and sub-flooring of the eight (8) hydraulic passengers' elevators. The CONTRACTOR shall regularly examine floor sealants within elevator cabs, re-surface, re-seal, replace flooring and/or sub-flooring as is required to maintain optimum appearance and safety to passengers. The CONTRACTOR shall replace floor protective covering, flooring and/or sub-flooring at no cost to DEPARTMENT.

b. Escalators and Covered Equipment:

1. Machine, brake and brake components, sprockets, gears, drive, handrail and step chains, chain and step rollers and bearings,

comb plates, step treads, tracks, all bearings for sprockets, sheaves, newel wheels and rollers, contacts, coils, all skirt and internal safety switches, bull gears, handrails, handrail guides, handrail inlet brushes, guards and skirt brushes and inner and outer decking plates.

2. Materials and services covered by escalators as applicable.

3. All light fixtures, lenses and lamps which are mounted on or in the escalator unit.

c. Phones:

1. The CONTACTOR shall program elevator emergency telephones and maintain twenty-four (24) hour emergency communication systems between elevator cars and the CONTRACTOR. An intermediary, such as an answering service may be used to ensure twenty-four (24) hour notification responsibilities are maintained. All emergency telephone notification service expenses shall be the CONTRACTOR's responsibility. The CONTRACTOR shall assume emergency telephone billing responsibilities as of the Notice to Proceed date. The CONTRACTOR shall notify the DEPARTMENT, as instructed, following an emergency notification. Emergency notification procedures between the CONTRACTOR and DEPARTMENT shall be finalized during the Post Award Conference as outlined herein.

2. The CONTRACTOR at no additional cost to the DEPARTMENT shall be responsible for the service, maintenance and replacement when required of the elevator emergency telephones. Should conditions warrant, the CONTRACTOR shall notify the DEPARTMENT in writing immediately and must receive approval prior to replacing or repairing any and all components of the elevator emergency telephones at no cost to the DEPARTMENT.

d. Air Conditioning Units:

1. Equipment Covered:
   a. Eight (8) Lift Air- 2 ton-Car-top units
   b. Eight (8) Carrier-3 ton- Machine room units
   c. Eight (8) Carrier-3 ton- Electrical room units

2. Condensers for the 2-ton Car-top units shall be inspected twice a month from April 1 to September 30, once a month from October 1 to March 31 or sooner if warranted.

3. Filters shall be serviced and changed twice a month from April 1 to September 30, once a month from October 1 to March 31.

4. Coils and 3-ton room units shall be thoroughly inspected and

cleaned twice a year during the months of April and September. Cleaning includes, but is not limited to, removing units from secured mounts and pressure washing units. CONTRACTOR shall ensure that air conditioning units are completely surrounded with mesh.

5. Air Conditioning Units shall be maintained by a professional air conditioning company under contract to the CONTRACTOR for the full term of this agreement with the DEPARTMENT. Air Conditioning Company shall be approved by the DEPARTMENT. Air Conditioning Company shall provide their own supplies, equipment, labor and any other materials necessary to maintain, service and repair air conditioning units.

6. In the event there is any failure of air conditioning units, air conditioning services shall be requested by the CONTRACTOR. Unit shall be serviced and if not repairable, unit shall be replaced immediately with a new unit of same size and capacity within its entirety at no additional cost to the DEPARTMENT. If an elevator or machine/electrical room air conditioning unit is out of service for longer than four (4) hours from initial non-operative service notification, liquidated damages in the amount of $100.00 per hour will be deducted from the CONTRACTOR's next monthly billing for each hour or portion thereof of that each unit is out of service beyond the four (4) hours.

e. Elevator Hoistway Fans:

1. Inspect, clean and lubricate quarterly. Replace belts as needed.

2. The CONTRACTOR will maintain a supply of spare parts and replacement items (e.g. filters) for each piece of equipment in quantities recommended by the original manufacturer of the equipment and as required to meet the intent of this specification. The CONTRACTOR shall be responsible for the safekeeping of spare parts at a location reasonably close to the work location and acceptable to the DEPARTMENT.

3. SAFETY REQUIREMENTS:

   a. All work on the refrigeration units shall comply with Environmental Protection Agency (EPA) requirements, and all other applicable laws and codes. No on-site storage of refrigerant will be allowed.

f. Sump Pumps:

1. The CONTRACTOR shall be responsible for the service, maintenance and replacement when required of the elevator and escalator pit sump pumps. The CONTRACTOR shall test each pump weekly and be responsible for damages resulting from

sump pump failure.

g. Graffiti Film:

1. The CONTRACTOR shall daily monitor on-site condition of graffiti film on all glass surfaces.

2. The CONTRACTOR shall stock graffiti film replacement, provide material transportation to job site, install replacement graffiti film as required on inside of elevator cab glass panels, elevator cab door and hoistway door glass panels, exterior hoistway glass panels at lower accessible levels and escalator glass balustrades.

3. In the event graffiti film is damaged due to vandalism or requires replacement prior to the 6-month replacement, the CONTRACTOR shall notify the DEPARTMENT in writing immediately and must receive approval prior to replacing. Graffiti film shall be routinely checked by the CONTRACTOR. A monthly report shall be provided to the DEPARTMENT denoting graffiti film activities, replacement areas, dates of inspection and replacement. Additional costs shall be submitted to the DEPARTMENT and reviewed for reimbursement.

4. Graffiti film shall be replaced in its entirety with a double layer of 2mm film or one (1) layer of 4mm film every six (6) months during the twenty-four (24) months of the term of this Agreement unless otherwise deemed necessary by the DEPARTMENT. No additional costs shall be submitted to the DEPARTMENT for reimbursement.

1.05 EXCLUSIONS: The following items are not included in this Agreement:

a. Repair or replacement of power supply feeders, switches and fuses unless damages caused by elevator or escalator operation.

b. Installation or inclusion of new equipment as may be recommended or directed by insurance companies or by federal, state, municipal or other governmental authorities.

c. Repair or replacement of buried cylinders and/or buried piping.

d. Repair or replacement of equipment damaged due to any catastrophic acts of God (i.e. wind, lightning, etc.).

1.06 MINIMUM PREVENTIVE MAINTENANCE FREQUENCY AND TASKS:

a. Provide minimum routine servicing of equipment as follows or more frequently if conditions warrant such:

1. Hydraulic Elevator one (1) hour per week per elevator (8 elevators)

2. Escalator one and one half (1½) hours per week per escalator (16 escalators)

b. The following preventive maintenance frequency and task lists are not inclusive of all required maintenance points for the variety of equipment available through out the elevator industry. These maintenance frequency and task lists are designed to be examples of the preventive maintenance quality level required by this Scope of Services. The CONTRACTOR is required to submit specific preventive maintenance frequency and task lists for each type of equipment prior to the Notice to Proceed date for the DEPARTMENT's approval.

1. HYDRAULIC ELEVATORS:

a. Each Daily Visit:

1. Ride each elevator and observe performance, leveling, floor stops, door opening and closing operation and noise.

   a. Test safety edges, photo eyes, detectors, door open buttons, and alarm bell.

   b. Check for proper car and hall button operation and all indicator illuminations and lantern operations.

   c. Check for leaks in power unit, hydraulic control valve, silencer, sound couplings and oil line.

   d. Check sump pump to ensure correct operation.

   e. Check air conditioning units to ensure correct operation.

   f. Inspect graffiti film for replacement

   g. Inspect for damaged glass panels

   h. Report any corrective measures needed to any and all other contractors and the DEPARTMENT

b. Monthly:

1. Clean and inspect power unit, controller and motor

2. Check drive belt tension and condition

3. Check for leaks and oil level in power unit

4. Clean power unit oil drip pan

5. Clean and inspect car top, operating switches, door operator and controls, car door hangers, gibs, detectors and/or photo eyes and safety edges

6. Lubricate and adjust door operator and door accessory equipment

7. Clean and inspect hoistway door hangers, interlocks, linkage, pick up assembly, door gibs, non-vision wing and hoistway switches

8. Clean and inspect hydraulic plunger, seals and packing

9. Check jack oil drip container

10. Check guide rail lubrication drip containers in pit

11. Test all phones in elevators each month to ensure correct operation

c. Quarterly:

1. Check motor and pump sheave alignment

2. Check motor and pump mounting fastenings

3. Adjust hydraulic control valve

4. Clean hydraulic control valve strainers

5. Check hydraulic control valve locking nuts, adjustment screws and mounting fastenings

6. Clean and adjust controller components including contacts, relays and timers

7. Check transformers and rectifiers

8. Vacuum or brush all controller parts

9. Check out complete safety circuit

10. Check adjustment of roller/slide car guides

11. Check bearings/liners and fastenings

12. Inspect TM, slowdown, leveling and/or limit

switches

13. Clean and inspect all car and hoist way door contacts and interlocks

14. Check door-closing force

15. Check car and hoist way hangar rollers and adjust up thrusts

16. Inspect door operator bearings and cams

d. Semi Annual:

1. Check control and main line fuses, voltage readings and motor wire connections

2. Check motor overload devices, resistor/resistance connections and starters, contactors and contacts

e. Annual:

1. Check all controller terminals

2. Check and clean all fuse holders

3. Check car frame, sills and pit

4. Annual hydraulic pressure test

5. Check relief valve seal and tag valve with current test information, date test was performed and performing company name

6. Perform logic systems operation check

7. Clean hoist way and hoist way equipment including guide rails, hoist way door hangars, interlocks, closers, headers and related devices

8. Check all fastenings on guide rails, brackets and entrances

9. Check traveling cables

2. ESCALATORS:

a. Each Daily Visit:

1. Inspect machine space and lower well

a. Check steps

b. Check and clean handrail

c. Check comb teeth. Replace immediately if teeth are missing

d. Check skirt guard

e. Check comb lights. Replace immediately if lights are burned out

f. Inspect and lubricate step and drive chains

g. Check and test start key switches and stop switches

h. Inspect graffiti film on balustrade for replacement

i. Inspect inner and outer deck plates, repair/replace immediately

b. Monthly:

1. Clean and inspect machine and controller

2. Clean machine space and lower well

3. Check stop buttons - top and bottom

4. Check drive machine oil level

5. Check comb plate - top and bottom

6. Check handrails, guards and brushes - top and bottom

7. Clean and apply friction reducing agent on step risers and skirt panels

8. Check demarcation lighting

9. Remove all escalator handrails and clean handrail guides and newel rollers

10. Check and adjust handrail chains and drive

11. Inspect step and drive chains and rollers

c. Quarterly:

1. Check main line disconnect and fuses
2. Check condition of step chain guide
3. Check reverse phase relay
4. Check brake action and stopping distance
5. Check handrail tension and drive
6. Test safety switches on skirt panels and comb plate
7. Test broken driving chain safety switch
8. Test broken step chain safety switch
9. Test handrail inlet safety switch
10. Test skirt guard safety switch
11. Test step running safety switch
12. Test step wheel tire safety switch

d. Semi Annual:

1. Check soffit guards
2. Inspect balustrade panels for damage and fastenings
3. Adjust magnet brake, gap adjustments between core and armature, adjustment or BSR (Brake Serial Resistance)
4. Inspect and lubricate lower terminal gear guide
5. Inspect and lubricate step bearing
6. Inspect and lubricate each moving part of drive chain safety switch
7. Check step surfaces and structural integrity
8. Check play in steps and proper riser clearance
9. Check running clearance between step and skirt panels

10. Clean intermediate oil pan

11. Complete step cleaning – The CONTRACTOR shall perform cleaning of all escalator steps every six (6) months or sooner if conditions warrant such. The CONTRACTOR shall notify the DEPARTMENT of the cleaning schedule two (2) weeks in advance

e. Annual:

1. Clean escalator wellway drip pans and related equipment
2. Inspect and lubricate drive motor bearings
3. Inspect and lubricate driving machine
4. Inspect and lubricate upper terminal gear bearing
5. Clean and inspect step tracks
6. Drop brake shoes, clean, lubricate and adjust
7. Flush gear case, replace oil
8. Check for proper running speed
9. Check reversal stop switches for proper operation
10. Check step up thrust device for proper operation
11. Test drive motor overloads
12. Perform safety tests
13. Perform scheduled Annual Internal clean downs, provide to the DEPARTMENT scheduled dates of non-operational units due to internals

3. Machine and Electrical Rooms:

a. Each Daily Visit:

1. Inspect each air conditioning unit in each Machine and Electrical Room (16 total units)

    a. The CONTRACTOR shall immediately repair or replace any air conditioning unit component or unit in its entirety if not properly working at no extra cost to the DEPARTMENT.

2. Floors free of debris or equipment parts

3. All flammable materials stored in a metal cabinet(s)

4. Any spare equipment parts neatly stored

1.07 PERFORMANCE:

a. The CONTRACTOR shall ensure that the elevators and escalators meet the minimum performance requirements as detailed in (ASME) A17.1 Code or applicable Uniform/International Building Code. Elevators and escalators shall be maintained to manufacturer's specifications and requirements.

b. **Basic Performance Requirements:** Elevators and escalators shall be adjusted to meet the following basic performance standards and shall maintain these standards for the term of the Agreement.

If, in the CONTRACTOR's opinion, the equipment is inherently designed so that it cannot meet these criteria, the CONTRACTOR shall notify the DEPARTMENT, in writing, not later than fourteen (14) days prior to bid opening. Written notification shall include, but not be limited to a list of equipment, parts, elevator/escalator components and a description of work needed to meet said criteria. If there are no exceptions taken, performance shall be provided as specified hereinafter.

1. Elevators:

a. Contract speed shall not vary by more than 10% for hydraulic and open loop motor control systems and 3% for closed loop motor control systems under any loading condition.

b. If the actual performance time of the elevator does not meet the times established for elevators of the speed and type of control, the CONTRACTOR shall restore the performance of the elevator to its optimum potential.

c. Starting, acceleration, stopping and leveling shall be smooth and free from jars or bumps.

d. Full speed riding shall be without swaying or vibration.

e. Elevator and door operation shall be quiet and smooth without jerking or slamming.

f. Stop made upon operation of an emergency stop switch shall be more rapid than routine stops but not violent.

g. Door pressure shall be maintained in accordance with

code requirements.

h. Maintain accuracy leveling of ± ½" for Hydraulic Elevators under all loading conditions.

i. Floor-to-Floor Times: 11.0 to 14.0 seconds

j. Door Open Times: 1.8 to 2.1 seconds

k. Door Standing Times: 5.0 to 8.0 Seconds

l. Door Close Times: Minimum without exceeding kinetic energy and closing force allowed by Code.

2. Escalators:

a. Maintain smooth quiet operation at contract speed of one hundred (100) feet per minute without bumps, jars or vibration.

b. Handrails shall operate at the same speed as steps.

c. Step alignment shall be maintained to squarely engage the comb plates and cleated risers to prevent excessive wear and noise. Combs will be replaced when teeth are missing. Reference (ASME) A17.1 Code for replacement frequency.

d. Maintain code specified clearances between step and skirt panels.

1.08 SPECIAL TESTS:

a. The monthly Emergency Battery Lowering testing shall be conducted during normal working hours and are included in the Agreement price. The DEPARTMENT and the CONTRACTOR shall coordinate and agree on dates and times to perform the tests. If these tests are to be performed after normal hours of the elevator trade so as to provide no disruption to facility tenants or services, all tests shall be performed after hours at no additional cost to the DEPARTMENT.

b. Elevators shall have a full load hydraulic test performed once every year during the term of this Agreement or more often if required by applicable law, ordinance or regulation. The report shall conform to the requirements of the State of Nevada with the test witnessed by the DEPARTMENT.

c. The CONTRACTOR shall create a form for each car describing the tests and deliver a signed copy to the DEPARTMENT after a successful test has been concluded. This form will also describe any malfunctions along with any corrective action taken.

d. Escalators provided with seismic switches or other special circuits shall be checked once every year or more often if required by applicable law, ordinance or regulation, to make certain that these devices are operating correctly and as designed. The DEPARTMENT and the CONTRACTOR shall coordinate and agree on dates and times to perform the tests. The DEPARTMENT will test the emergency power operation and, if escalator system fails, CONTRACTOR shall make corrections and retest.

e. The CONTRACTOR shall periodically examine the escalator safety devices and over speed governor, and shall conduct an annual test during the term of this Agreement; or more often if required by applicable law, ordinance or regulation. If required, the over speed governor shall be recalibrated and sealed for proper tripping speed. The DEPARTMENT shall witness these tests and a written report shall be furnished indicating the results of such test. All testing shall conform to the requirements of (ASME) A17.1 Code and/or local code testing requirements. The CONTRACTOR shall install tags indicating type of test and date.

f. Create a form for each elevator/escalator describing tests and deliver a signed copy to the DEPARTMENT after a successful test has been concluded. This form will also describe any malfunctions along with any corrective action taken.

1.09 CORRECTION AND/OR REMEDY OF STATE INSPECTOR'S CONDITIONS:

a. The CONTRACTOR must correct and/or remedy all conditions reported by State Inspectors within fifteen (15) calendar days of receiving the report and must provide the DEPARTMENT with a written report of action taken within forty-eight (48) hours of completing the remedied work. Liquidated damages will be assessed if failure to correct or remedy all conditions as reported by State Inspector and/or DEPARTMENT'S REPRESENTATIVE and/or the DEPARTMENT'S CONSULTANT extend beyond the allowable days given.

1.10 STOCK OF MATERIALS:

a. The CONTRACTOR shall keep, in each machine room, an adequate supply of contacts, switch parts, coils, conductors, springs, holders, resistors, relays, lamps, condensers, tubes, transformers, car and hall buttons, fuses and other parts which are required for prompt replacement together with an adequate supply of lubricants, wiping rags, escalator step and chain rollers, comb plates, brake pads, lamps and lenses. All supplies shall be stored in metal cabinets or shelves. The CONTRACTOR shall use closed EPA/OSHA approved type metal containers for oily rags and lubricants.

b. In addition, the CONTRACTOR shall keep on the premises or at location as directed by the DEPARTMENT:

1. One (1) door operator motor of each type used

2. Hanger sheaves for car and hoist way doors

3. Two (2) complete door interlock assemblies

4. One (1) set of brake linings for each type of brake

5. Parts for doors protective devices

6. Power supplies

7. Coils, relays, and all other parts as needed to assure prompt replacement in the event of the shutdown of any elevator or escalator

8. One (1) spare control board of each type installed

9. Cylinder head packing and pump motor belts

10. Twenty-four (24) complete steps for the escalators

11. Ten (10) escalator comb segments of each size

12. Twenty-four (24) chain and step wheels

13. Four (4) V-belts of each size and type used

14. Six (6) lamps (incandescent and fluorescent) of each size used

15. Two (2) Handrails to fit escalator of highest rise

16. Complete roll/sheets of Graffiti film of appropriate sizing to accommodate the replacement of two complete escalators interior and exterior balustrades, two elevator interiors and associated car doors and hoistway doors and one elevator exterior hoistway at any one given time as damaged or abused per vandalism or normal wear and tear

17. One (1) brake sensor switch per type of unit

18. One (1) Lift Air-2 ton- car top air conditioning unit

19. One (1) Carrier-2 ton- machine/electrical room air conditioning unit

c. The CONTRACTOR shall complete a quarterly inventory on the items required under Section 1.10b above. A certified copy of the completed inventory shall be provided to the DEPARTMENT, along with purchase invoices for the month immediately after the inventory is completed. The initial inventory shall be completed and results submitted to the DEPARTMENT within fifteen (15) days after the Notice to Proceed date. Monthly Maintenance Payment will be withheld if the required inventory submittal is not received until such requirement has been met.

1.11 WIRING DIAGRAMS:

a. A complete set of all wiring diagrams for the elevator and escalator systems covered under this Agreement shall be maintained in each respective machine/equipment room. All changes in circuitry made by the CONTRACTOR shall be properly recorded on the machine/equipment room copies of diagrams including date of change and name of person making the same and the reported changes shall be submitted in writing to the DEPARTMENT. The wiring diagrams are the property of the DEPARTMENT and are to remain in each respective machine/equipment room.

b. Changes are to be edited on the original wiring diagrams and must be completed no later than sixty (60) days after the installation or additions to the equipment. Failure to perform such wiring diagram changes will result in the CONTRACTOR paying the DEPARTMENT, at the DEPARTMENT's election, $50.00 per day for each day the limit is exceeded or the DEPARTMENT, at its election may deduct the amount from any sum owed or to be owed to the CONTRACTOR.

1.12 SOFTWARE:

a. Should any part of the equipment incorporate computer software which the CONTRACTOR should require a back-up or archival copy of the software, a written request shall be submitted to the DEPARTMENT prior to performing this task.

b. If the DEPARTMENT agrees to grant the CONTRACTOR permission to the request, the back-up or archival copy shall remain the property of the DEPARTMENT and shall not be removed from the premises.

c. If during the term of the agreement the CONTRACTOR should install controller software upgrades, the upgrades shall remain a part of the equipment in the event of termination of the service agreement by either party.

1.13 REMOTE MONITORING:

a. Should the CONTRACTOR require remote monitoring of the equipment to facilitate its maintenance program, all related installation and maintenance costs shall be at the CONTRACTOR's expense.

1.14 HOUSEKEEPING:

a. Within the first three (3) months of the Notice to Proceed, the CONTRACTOR shall thoroughly clean all elevator hoistways, pits, car tops, controller interiors including filters and machine rooms and continue cleaning every three (3) months thereafter throughout the term of this Agreement. In addition, during the same period of time, all car and hoistway door tracks, hangers, interlocks and closers shall be cleaned, lubricated and adjusted. Continuing cleaning must be ongoing and at the following minimum intervals or sooner where conditions warrant.

1. Quarterly:

a. Car tops, pits and machine/equipment rooms

b. Interior hoist way glass

c. Exterior car glass

2. Semi-Annually:

a. Hoistways and door equipment

b. Escalator Annual Inspections:

Within the first year of this Agreement and annually thereafter for the term of this Agreement, the CONTRACTOR shall provide a thorough inspection, cleaning, adjusting and, if necessary, repair of the complete escalator unit. All steps shall be removed, cleaned, inspected and, if cracks are discovered, the step(s) shall be replaced. All safety switches/circuits shall be tested and, if necessary, adjusted for proper operation. The units shall be completely cleaned, lubricated and all oil levels shall be checked and brought up to their proper levels. Worn or faded demarcation stripes shall be re-powder coated or new stripes installed. The brake shall be tested with full load and, if necessary, adjusted for proper stopping distance by (ASME) A17.1 Code. In addition, during the same period of time, all escalator, rollers, chains, drives, switches, idler and tension rollers/sheaves, handrails, newel rollers, upper and lower handrail entries including brushes shall be cleaned and properly operating. Continuing cleaning must be on going and at the following minimum intervals or sooner where conditions warrant.

1. Quarterly:

a. Handrail guides, newel rollers, drives

2. Semi-Annually:

a. Step tracks, step drive units, handrail drive unit and tension rollers

3. Annually:

a. Step tracks, step rollers, safety brake and over speed governor

The brake shall be tested annually with a full load and, if necessary, adjusted for proper stopping distance by (ASME) A17.1 Code. A Conditions and Test Evaluation Report shall be provided to the DEPARTMENT. The report shall detail the conditions, test results and corrections made to the equipment.

c. The exterior of the machinery and any other parts of the equipment subject to rust shall be properly painted and presentable at all times. The CONTRACTOR shall maintain the machine rooms, hoistways, pits, car tops and the equipment in a clean condition. The CONTRACTOR shall paint the equipment as needed to maintain a professional appearance, prevent rusting, and preserve the equipment. Machine room and pit floors shall be painted and kept clean.

d. All debris such as wiping rags, empty oil cans, trash from pits, etc., resulting from this work shall be promptly removed by the CONTRACTOR.

e. The CONTRACTOR at no additional cost to the DEPARTMENT shall be responsible for operating each of the eight (8) hydraulic elevators for bi-monthly cleaning of the interior glass and frames on the inside of each of the elevator shaft or hoistways and the exterior cab glass in the event cleaning is to be performed by others.

1.15 SCHEDULES AND RECORDS:

a. The CONTRACTOR shall provide a work schedule for each machine room to the DEPARTMENT at the Post-Award Conference for review and approval.

b. The CONTRACTOR's work schedules, required by this Agreement, shall be designed for each type of equipment to be maintained, including planned repaired and/or general maintenance services, and shall conform to the manufacturer's recommended practice for the particular type of equipment concerned. The schedules shall show the kind and frequency of repairs, replacement services, general maintenance services and equipment lubrication proposed by the CONTRACTOR for the duration of the Agreement. However, in no case shall the schedule be less than the minimum requirement of on-site scheduled repairs, replacement services and routine general maintenance servicing man hours required by this Agreement.

c. All inspections, lubrication, adjustments, tests, cleaning, routine repairing, replacing and other preventative maintenance activities shall be performed in accordance with schedules submitted by the CONTRACTOR.

d. Schedules posted shall be of the chart type which shall be initialed by the serviceman when each scheduled inspection is performed.

e. The CONTRACTOR shall also maintain an accurate and complete log of all work performed in addition to scheduled repairs, trouble calls, callbacks, replacement services and general routine maintenance service at each location. A copy of this log shall be provided to the DEPARTMENT with the monthly billing/invoices. These logs shall include callback service describing the nature of all complaints and their resolution. The logs shall be kept in the equipment rooms at each location. In addition to the specified machine room log, the

CONTRACTOR's workmen or supervisor shall login and out of each facility on each and every visit. This includes, but is not limited to, routine maintenance, trouble calls, scheduled repairs, replacement services and supervisor's visits. These logs will remain the property of the DEPARTMENT. Payment will be withheld if such log is not received with the monthly invoice until such requirement has been met.

f. The CONTRACTOR, on a monthly basis, shall deliver, to the DEPARTMENT, a copy of the callback and repair logs referred to in Section 1.15e.

g. All forms required for the above schedules, monthly work sheets, callback records and performance reports must be approved by the DEPARTMENT. Any change in regular services hours shall be implemented without the DEPARTMENT's advanced written approval.

1.16 REPORTS:

a. On all elevator shutdowns involving passenger entrapments, a comprehensive report shall be prepared and submitted to the DEPARTMENT within twenty-four (24) hours of the entrapment. The report shall include facility location, elevator identification, date and time of entrapment, time entrapped passengers were released, cause of entrapment and corrective action taken by the CONTRACTOR. In addition, this information will be included in the monthly and/or quarterly reports.

b. **Monthly Reports:** At the end of each month, but no later than five (5) working days beyond the month, the CONTRACTOR shall submit the following reports to the DEPARTMENT during a prescheduled meeting. Failure to provide such reports shall be considered breach of contract and cause for termination of the Agreement or liquidated damages in the amount of $500.00 per calendar day will be assessed on the next monthly billing activity.

1. **Activity Report:** An overview of each month's routine maintenance activities identifying the overall condition of the equipment, areas of concern, problematic conditions, usage of the equipment that may reduce the longevity of major components and recommendations for any corrective actions that is outside the scope of this Agreement.

2. **Trouble Call Report:** A detailed report of all trouble calls that occurred during the month that identifies the facility, equipment number, the time and nature of the call, who placed the call, the time the CONTRACTOR arrived in answer to the call, the condition of the equipment upon arrival, work performed to correct the condition and the time the CONTRACTOR departed. This report shall identify if the callback was covered under the terms of this Agreement or if it was an additional billable call due to

vandalism, misuse or abuse.

3. **Test and Inspection Reports:** A summary report of all equipment receiving special tests during the month with a detailed back up of the test results. This includes, but not limited to, safety testing, hydraulic pressure tests, standby emergency power testing, and safety inspections performed by the local enforcing authorities.

4. **Graffiti Film Report:** A report detailing all graffiti film activities including replacement areas, dates of inspection, and dates of replacement.

5. **Invoicing Report:** The CONTRACTOR shall provide the DEPARTMENT all extra work invoices for the previous month, along with respective work orders, parts order forms, and other necessary supporting evidence, for evaluation and approval prior to receiving payment for said work.

c. **Supervisors Reports:** At the end of each 3-month period, but no later than 5 working days beyond the period, the CONTRACTOR shall submit the following information in a report to the DEPARTMENT. Failure to provide such a report shall be considered breach of contract and cause for termination of the Agreement or liquidated damages in the amount of $500.00 per calendar day will be assessed on the next monthly billing activity.

1. Evaluation of the overall preventative maintenance being performed by the CONTRACTOR.

2. Confirmation the CONTRACTOR's supervisor visited each piece of equipment; reviewed machine room maintenance logs and signed such.

3. Report on the planned activities and schedules over the next quarter with regard to scheduled repair work that will be required causing equipment to be removed from service.

4. Any recommendations that will improve the overall operation or extend the remaining useful life of the equipment.

1.17 PERSONNEL:

a. The CONTRACTOR agrees that all services shall be performed by trained maintenance and repair personnel, directly employed and supervised by the CONTRACTOR. It is required that one (1) certified elevator mechanic and one (1) helper be on-site at the BRIDGES for their complete contract shift performing preventative maintenance duties. All work shall be performed by a certified elevator mechanic as a minimum. Helpers assist the mechanic as needed per standard IUEC signatory agreement. Hours worked by an unsupervised helper shall not count toward the minimum monthly maintenance hours.

b. In the event that the DEPARTMENT becomes dissatisfied with the performance of any persons assigned to perform the Scope of Services outlined herein, the CONTRACTOR shall, upon request from the DEPARTMENT, assign other qualified personnel to perform these services.

c. In the event the CONTRACTOR assigns other qualified personnel to perform the Scope of Services outlined herein, the DEPARTMENT shall be notified at least twenty-four (24) hours prior to any personnel changes.

d. Employees should have a minimum of four (4) years elevator maintenance experience on similar elevator systems. The CONTRACTOR shall provide resumes of employees assigned to this Agreement prior to the Notice to Proceed date.

e. The DEPARTMENT may request at any time certification and documentation for any of the CONTRACTOR's employees.

f. **Training:** The CONTRACTOR's employees shall be thoroughly trained in the maintenance, repair, and adjustment of the varying types of equipment included in this agreement. Maintenance and repair service workers shall attend ongoing technical training programs, on-the-job training programs, and safety training programs administered by the CONTRACTOR. If training for the certified elevator mechanic or helper is during the DEPARTMENT's required on-site working hours, the CONTRACTOR shall be required to provide one (1) certified elevator mechanic and one (1) helper on-site during the complete contract shift at the BRIDGES to continue performing preventative maintenance duties while the assigned mechanic and/or helper are in training. If the CONTRACTOR fails to provide both a certified elevator mechanic and one (1) helper on-site during the complete contract shift, liquidated damages will be assessed in the amount of $200.00 an hour for every hour the CONTRACTOR fails to provide the proper personnel on-site during the complete contract shift at the BRIDGES.

g. The CONTRACTOR's service personnel shall wear uniforms that are clean, in good condition and bear the CONTRACTOR's name or other appropriate symbol which identifies them as employees of the CONTRACTOR.

h. The CONTRACTOR shall employ a minimum of two (2) union qualified service technicians.

i. If the CONTRACTOR fails to provide both a certified elevator mechanic and one (1) helper on-site during the complete contract shift, liquidated damages in the amount of $200.00 will be deducted from the CONTRACTOR's next monthly billing for each hour the correct number of personnel is not on-site during the complete contract shift at the BRIDGES.

j. The assigned certified elevator mechanic and helper for preventative

maintenance duties at the BRIDGES shall be required to only perform preventative maintenance duties on-site during the complete shift at the BRIDGES. Unrelated job duties other than preventative maintenance at the BRIDGES shall be performed by other personnel other than the assigned certified elevator mechanic and helper. If the CONTRACTOR relieves either the certified elevator mechanic or helper for other duties other than preventative maintenance duties on the BRIDGES, the CONTRACTOR shall provide equivalent personnel to the one relieved of duty for reasons other than pertaining to preventative maintenance duties on the BRIDGES.

PART 2 - SPECIAL PROVISIONS

2.01 PERFORMANCE GUARANTEE AND LIQUIDATED DAMAGES:

a. If the CONTRACTOR fails to perform the work as outlined herein, liquidated damages in the amount of $500.00 per calendar day plus any fines issued by the State Inspector or OSHA will be assessed in addition to any additional penalties stated in the Special Provisions, and Articles I-VI.

b. If the CONTRACTOR fails to correct and/or remedy all conditions reported by the State inspector within the allowable time as noted in Section 1.09a, liquidated damages of $500.00 will be deducted from the CONTRACTOR's next monthly billing for each day or portion thereof. All repairs shall be pre-scheduled in writing.

c. If an elevator and/or machine/electrical room air conditioning unit is out of service for longer than four (4) hours from initial non-operative service notification, liquidated damages in the amount of $100.00 per hour will be deducted from the CONTRACTOR's next monthly billing for each hour or portion thereof of that each unit is out of service beyond the four (4) hours.

d. If an elevator or escalator is out of service for longer than two (2) consecutive work days for a scheduled repair, and prior notification has not been provided to the DEPARTMENT, liquidated damages in the amount of $500.00 will be deducted from the CONTRACTOR's next monthly billing for each day or portion thereof of that each unit is out of service beyond the two (2) days.

e. If the CONTRACTOR does not respond in the time frames listed below under "Trouble Calls," liquidated damages in the amount of $500.00 will be deducted from the CONTRACTOR's next monthly billing for each day or portion thereof of each trouble call beyond the time limit as specified herein.

f. If during thirty (30) consecutive days, the DEPARTMENT's representative experiences three (3) callbacks on the same unit for the same problem, liquidated damages will be assessed in the amount of $200.00 per calendar day on the next monthly billing for each day or portion thereof of

for less than responsive services.

g. No damages will be assessed under the above items if damage is caused by proven acts of vandalism, misuse or abuse upon the sole discretion of the DEPARTMENT.

h. Failure to provide a Monthly Report at the end of each month, but no later than five (5) working days beyond the month shall be considered breach of contract and cause for termination of the Agreement and/or liquidated damages will be assessed in the amount of $500.00 per calendar day on the next monthly billing activity.

i. Failure to provide a Supervisor Report at the end of each 3-month period, but no later than five (5) working days beyond the 3-month period, shall be considered breach of contract and cause for termination of the Agreement and/or liquidated damages will be assessed in the amount of $500.00 per calendar day on the next monthly billing activity.

j. Failure to provide an Inventory Report of materials in stock at the end of each 3-month period, but no later than five (5) working days beyond the 3-month period, shall be considered breach of contract and cause for termination of the Agreement and/or liquidated damages will be assessed in the amount of $500.00 per calendar day on the next monthly billing activity.

k. If the CONTRACTOR fails to provide both one (1) certified elevator mechanic and one (1) helper on-site during the complete shift, liquidated damages in the amount of $200.00 will be deducted from the CONTRACTOR's next monthly billing for each hour the correct number of personnel is not on-site at the BRIDGES.

PART 3 - TERMS AND CONDITIONS

3.01 HOURS OF WORK:

a. Routine preventative maintenance, repairs and replacement services under this Agreement shall be scheduled Monday through Friday from the hours 2:00 a.m. to 11:00 a.m., during the period April 1 to September 30; and from the hours 6:00 a.m. to 3:00 p.m. October 1 to March 31 each year. Regular work hour scheduling is a subject covered in the Post-Award Conference as detailed below.

b. Callback for emergency repair service shall be provided twenty-four (24) hours per day seven (7) days per week. Removal of elevators or escalators from service shall be coordinated with and approved by the DEPARTMENT's Representative.

c. The CONTRACTOR shall provide holiday service as identified below. A team is defined as follows:

1. A mechanic and a helper located on site.

2. A mechanic or a helper on-call and available off-site with a maximum thirty (30) minute response time.

a. New Year's Eve: Two (2) teams, for a period of twelve (12) hours beginning at 5:00 p.m. on December 31 until 5:00 a.m., January 1, each year of the Agreement.

d. During normal work hours as outlined in this Scope of Services, the DEPARTMENT reserves the right to request assistance from the CONTRACTOR at no additional cost to the DEPARTMENT.

3.02 MANNER OF WORK:

a. Ingress/Egress of Facility:

1. The CONTRACTOR's personnel shall check in with the DEPARTMENT and sign in a logbook prior to commencing work and check out after completing the work. For locations that do not have onsite personnel, the CONTRACTOR will be given a number to call. This requirement applies to regular maintenance, repair, entrapments, and callbacks; the DEPARTMENT shall provide the CONTRACTOR's personnel with a list of any reported problems requiring the CONTRACTOR's attention. The CONTRACTOR shall use the sign in log per Section 1.15e. This log is to be kept at each location as directed by the DEPARTMENT or Manager.

2. The CONTRACTOR's access to the work area will be permitted only through approaches which will be designated by the DEPARTMENT, and then only in such manner that the CONTRACTOR's traffic will minimize interference with the DEPARTMENT's operations. The CONTRACTOR shall, at all times, maintain free unimpeded ingress and egress at the site. The CONTRACTOR's personnel are not to enter into any areas of the jobsite other than work areas and areas of designated access.

3. All locked doors are to remain locked at all times and the CONTRACTOR's employees are not allowed to open any doors or provide access into the facility or other areas of the facility for anyone other than the CONTRACTOR's personnel.

b. Protection of Key(s):

1. The CONTRACTOR shall be fully responsible for protection of keys furnished and shall also be responsible to see that the facility is properly locked upon completion of the work, if such action is directed by the DEPARTMENT. Should the key(s) allotted to the CONTRACTOR become lost or stolen, the DEPARTMENT reserves the right to have the corresponding locks re-keyed and a sufficient amount of keys reissued to the involved personnel of the DEPARTMENT at the CONTRACTOR's expense.

3.03 CHANGES IN WORK:

a. An alteration ordered by the DEPARTMENT which substantially changes the services provided for by the expressed intent of the Agreement will be considered extra work, and shall be specified in an Amendment which will set forth the nature and scope thereof. The method of payment for extra work shall be specified at the time the Amendment is written.

b. In the event the DEPARTMENT withdraws or adds any elevator or escalator to or from service, or the usefulness of any elevator or escalator shall end, during the term of this Agreement, the CONTRACTOR shall agree to an acceptable reduction and/or increase of cost for service for the balance of duration of this Agreement in the amount set forth in the Bid Proposal. This Agreement will then be amended to reflect the change in Scope of Service.

3.04 ADDITIONAL BILLING RATES:

a. Whenever the DEPARTMENT makes a request for work not specifically covered by the terms and conditions of this agreement, the CONTRACTOR will be limited to the costs listed on the Bid Form. Those costs listed have been factored for evaluation purposes, but the DEPARTMENT will only pay the actual cost for the actual hours worked on the job.

b. The CONTRACTOR’s mark-up for parts shall be limited to 10%.

c. The DEPARTMENT will not be invoiced for any additional cost of any kind without prior approval of the DEPARTMENT.

3.05 TROUBLE CALLS:

a. Callback service shall be furnished upon request at the CONTRACTOR's expense twenty-four (24) hours per day, seven (7) days per week.

b. The CONTRACTOR shall respond verbally to DEPARTMENT's request for service within thirty (30) minutes.

c. In the event an elevator or escalator is shut down with trapped passengers, the CONTRACTOR shall guarantee thirty (30) minutes response time during 8:00 a.m. to 5:00 p.m., Monday-Friday, and one (1) hour response time from 5:00 p.m. to 8:00 a.m. Monday-Friday, and all day Saturday, Sunday and holidays.

d. In the event an elevator or escalator is shut down without trapped passengers, the CONTRACTOR shall guarantee a one (1) hour response time during 8:00 a.m. to 5:00 p.m., Monday-Friday, and two (2) hour response time from 5:00 p.m. to 8:00 a.m. Monday-Friday, and all day Saturday, Sunday and holidays.

e. In the event an elevator is shut down due to the air conditioning unit not properly functioning, the CONTRACTOR shall guarantee a one (1) hour

response time during 8:00 a.m. to 5:00 p.m., Monday-Friday, and two (2) hour response time from 5:00 p.m. to 8:00 a.m. Monday-Friday, and all day Saturday, Sunday and holidays.

f. Should the CONTRACTOR fail to respond within stipulated times, the DEPARTMENT shall have the right to require the CONTRACTOR to pay $150.00 for each thirty (30) minute increment after the initial response time, that the technician is late, for each occurrence, or the DEPARTMENT, at its election, may deduct the amount from any sum owed or to be owed to the CONTRACTOR.

g. The CONTRACTOR must notify the DEPARTMENT immediately if any equipment shall be non-operational for a continuous eight (8) hour period at any time. If repairs are required due to vandalism, misuse or abuse the DEPARTMENT shall provide verbal or written authority to proceed.

h. If any unit goes out of service, the CONTRACTOR must immediately secure the unit with proper barricades and post signs.

3.06 THE DEPARTMENT'S RIGHT TO SURVEY QUALITY OF MAINTENANCE:

a. The DEPARTMENT reserves the right to make inspections and tests whenever necessary to ascertain that the requirements of this agreement are being fulfilled. Deficiencies noted shall be promptly corrected at the CONTRACTOR's expense.

b. The DEPARTMENT may elect to have equipment evaluated and tested in accordance with "Special Tests" and witnessed by a neutral party. The CONTRACTOR shall provide the necessary manpower, tools, instruments, test weights, etc. as required without additional cost to the DEPARTMENT, to conduct the tests.

c. The DEPARTMENT may retain the services of an independent elevator consultant to evaluate the maintenance performance covered by this Agreement. These evaluations may be made on a quarterly basis, or more frequently, during the course of this Agreement.

d. The CONTRACTOR shall provide a representative for two (2) days, quarterly, to open the escalators and assist the elevator consultant, during these evaluations.

e. The results of these evaluations will be issued by the elevator consultant to the DEPARTMENT. If noncompliance items are included in the report, the DEPARTMENT will issue a punch-list to the CONTRACTOR who shall correct those items within thirty (30) days. If punch-list items are not corrected within thirty (30) days, the DEPARTMENT may solicit competitive corrective bids to abate the non-compliance items. The costs of this corrective action will be deducted from money owed to the CONTRACTOR. The utilization of this section does not constitute a waiver by the DEPARTMENT or a breach of any provision of this Agreement, nor will a waiver by the DEPARTMENT of a breach of any provision of this Agreement by the DEPARTMENT be construed as a

waiver of any subsequent breach of the CONTRACTOR.

f. Should the CONTRACTOR submit a proposal for repairs to any equipment covered under this Agreement, the CONTRACTOR shall assist the DEPARTMENT as needed for whatever time is required to make a thorough evaluation of such proposals at no additional cost to the DEPARTMENT.

3.07 COMPLIANCE WITH LAWS AND CODES:

a. In the performance of this Agreement, the CONTRACTOR agrees to abide by all laws, codes, rules and regulations set forth with regard to the equipment by municipal, city or state authorities having jurisdiction in effect on the date of this Agreement.

b. References to existing laws, codes, rules and regulations means those in existence at the time of the Bid Opening. Should there be changes during the period of the agreement or the renewal options, the CONTRACTOR will be expected to comply and abide by the new changes. Compensation to the CONTRACTOR may be adjusted through the escalation process.

c. Safety Requirements:

1. The CONTRACTOR shall implement a safety plan to comply with the requirements of OSHA and the State Occupational Safety Standards.

2. **Employee Safety:** The CONTRACTOR shall maintain employee safety as one of its most important concerns. The CONTRACTOR shall provide employees with information and supplies necessary to comply with the Occupational Safety and Health Act (OSHA) and procedures stated in the Elevator Industry Field Employees' Safety Handbook. The CONTRACTOR shall conduct regular and systematic safety meetings with employees to discuss new procedures and improve on safety awareness. At the DEPARTMENT's request, the CONTRACTOR shall provide copies of such meetings.

3. **Outside Contractors:** Any contractor working within any elevator hoistway is required to use personal protection equipment suitable to the task at hand including, but not limited to, appropriate clothing, gloves, goggles, masks, and fall protection equipment if a fall hazard exists.

4. **Pedestrian Safety:** The CONTRACTOR shall establish and include in a safety plan, a procedure to alert pedestrian traffic of inoperative bridge equipment at both entry and exits points. The CONTRACTOR's pedestrian safety procedures are to cover bridge operations 24-hours per day without any exceptions. The CONTRACTOR may consider the use of other on-site DEPARTMENT contractors in the implementation of the

CONTRACTOR'S pedestrian safety plan but at no additional cost to the DEPARTMENT. Safety signage and barrier controls shall be available for immediate use upon the CONTRACTOR's receipt of the Notice to Proceed date.

5. The CONTRACTOR shall submit a written copy of said safety plan, procedures and policies to the DEPARTMENT within thirty (30) days after this Agreement is executed.

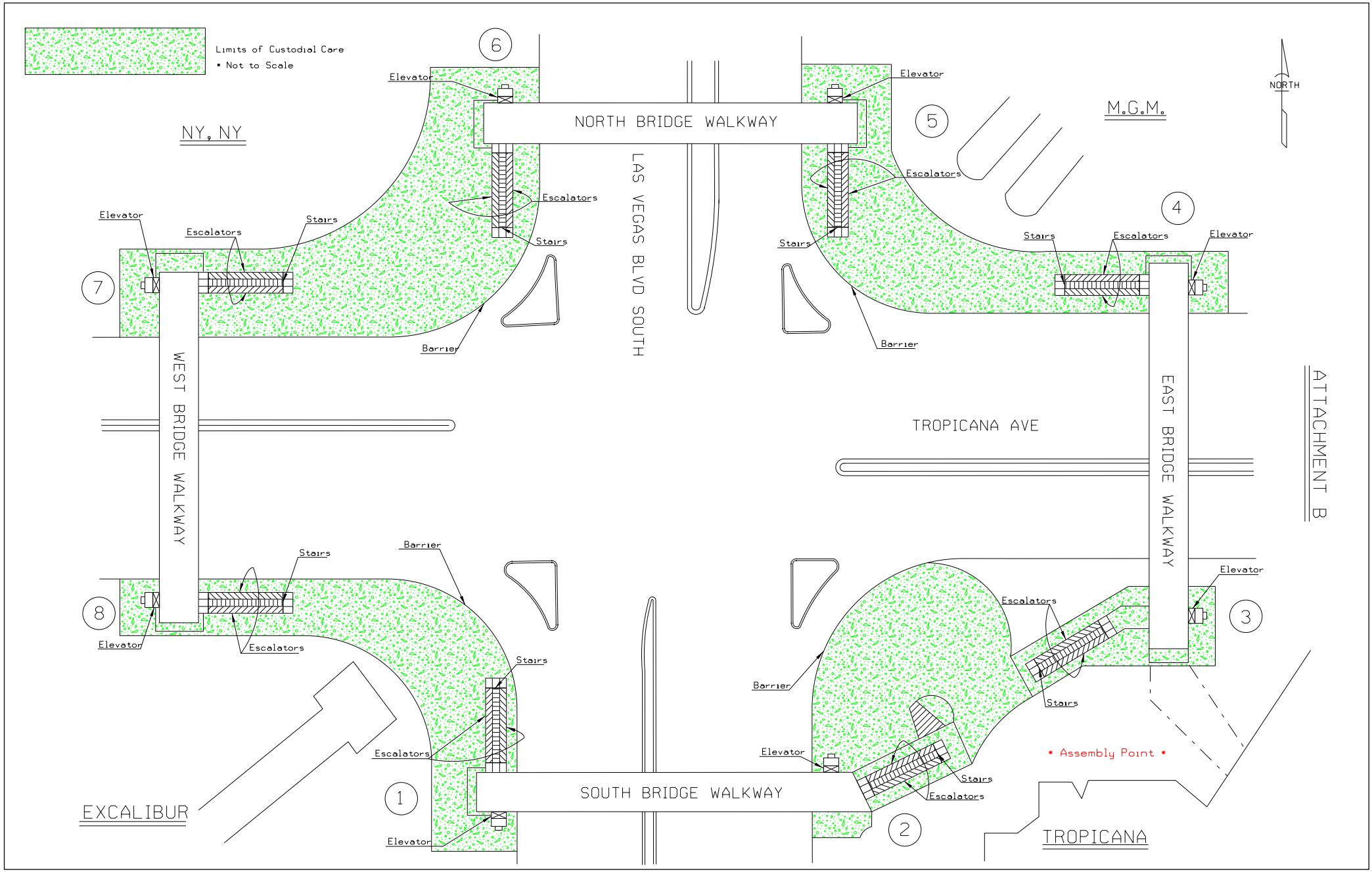
6. The CONTRACTOR agrees that, in the event of any vertical transportation equipment related accident of any kind, such as an injury to employee or public, fire, unwanted fire alarm/detector activation, stuck elevator, major mechanical damage/failure during equipment servicing, etc., the CONTRACTOR will immediately notify the DEPARTMENT and thereafter furnish a full written report of such incident.

7. The CONTRACTOR shall furnish to the DEPARTMENT an approved Safety Data Sheets for all cleaning solvents, lubricants, oils, greases, paints, etc. used during their performance of the elevator/ escalator preventative maintenance. A copy of the applicable Safety Data Sheets shall be visibly mounted in each elevator equipment room in a protective cover.

3.08 POST AWARD CONFERENCE:

a. Prior to the issuance of the Notice to Proceed date, the CONTRACTOR shall be required to participate in a Post Award Conference for the purpose of ensuring a complete understanding of the requirements of this Agreement. At the conference, the CONTRACTOR shall provide the DEPARTMENT with a proposed work schedule, a proposed Maintenance Control Program, a proposed emergency notification and response plan, and a proposed safety plan. Each proposed item shall be completed to the approval of the DEPARTMENT prior to the Notice to Proceed.

b. Work scheduled shall be set up on a typical monthly calendar identifying the task, frequency of work and number of the CONTRACTOR's workers to perform each task. All scheduled work NOT completed during the week scheduled shall be reported to the DEPARTMENT in writing on the first work day of the following week. The CONTRACTOR's written notice shall include an explanation of WHY the work was not completed and a plan for correcting the deficiency and return the work to the scheduled time period.


Limits of Custodial Care
• Not to Scale
NORTH
NY, NY
M.G.M.
NORTH BRIDGE WALKWAY
LAS VEGAS BLVD SOUTH
WEST BRIDGE WALKWAY
EAST BRIDGE WALKWAY
TROPICANA AVE
SOUTH BRIDGE WALKWAY
EXCALIBUR
TROPICANA
• Assembly Point •
ATTACHMENT B
1
2
3
4
5
6
7
8
Elevator
Escalators
Stairs
Barrier

ATTACHMENT D:

STATE OF NEVADA

DEPARTMENT OF TRANSPORTATION

PRICE PROPOSAL

Price Proposal of _____
(Name)

Whose address is _____

Agrees to provide Full Preventative Maintenance Services for the Tropicana Pedestrian Bridges at the Intersection of Tropicana Avenue and Las Vegas Boulevard, Clark County, Nevada.

To the Department of Transportation, Carson City, Nevada:

The undersigned, as bidder declares that the only person or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm, or corporation, that he has carefully examined the proposed form of contract and the plans and specifications therein referred to and made a part thereof, and he proposes and agrees, if this proposal is accepted, that he will contract with the State of Nevada, in the form of the contract prescribed, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all work and furnish all the materials specified in the contract and annexed plans and specification, in the manner and time prescribed and according to the requirements of the Engineer as therein set forth, it being understood and agreed that the quantities shown herein are approximate only and are subject to increase or decrease, and that he will accept in full payment therefore the following unit prices:

ITEM NUMBER	APPROX. QUANTITY AND UNIT	ITEM	PRICE PER MONTH		AMOUNT PAID (Product of Price per Month) & Approx. Quantity)	
			$	¢	$	¢
1	FA	EXTRA WORK AT	---		100,000	.00
2	24 MONTHS	FULL PREVENTATIVE MAINTENANCE SERVICES FOR THE PEDESTRIAN BRIDGES AT				
		TOTAL AMOUNT OF PROPOSAL				

BILLING RATE BREAKDOWN for HOURLY/OVERTIME/HOLIDAY
CONTRACTOR'S Standard Billing rates for all Work Performed Under this Agreement
(Rates will also be used for any additional work requested and approved by the DEPARTMENT)

***A team is one mechanic and one helper**

Regular Billing Rates During Normal Working Hours

Monday through Saturday $ _____ per mechanic hour

$ _____ per *team hour

BILLING RATE BREAKDOWN for HOURLY/OVERTIME/HOLIDAY (continued)

Overtime Billing Rates Outside of Normal Working Hours

Monday through Saturday $ _____ per mechanic hour

$ _____ per *team hour

Sundays and Holidays $ _____ per mechanic hour

$ _____ per *team hour

MAINTENANCE PRICING AND BILLING RATE BREAKDOWN
(TO BE PAID WITH FORCE ACCOUNT FUNDS UPON DEPARTMENT APPROVAL)

LOCATION	EQUIPMENT TYPE	EQUIPMENT NUMBER	MONTHLY MAINTENANCE PRICE PER UNIT	
			$	¢
TOWER 1	HYD. ELEV	1		
	ESCALATOR	1 UP		
	ESCALATOR	1 DOWN		
TOWER 2	HYD. ELEV	2		
	ESCALATOR	2 UP		
	ESCALATOR	2 DOWN		
TOWER 3	HYD. ELEV	3		
	ESCALATOR	3 UP		
	ESCALATOR	3 DOWN		
TOWER 4	HYD. ELEV	4		
	ESCALATOR	4 UP		
	ESCALATOR	4 DOWN		

LOCATION	EQUIPMENT TYPE	EQUIPMENT NUMBER	MONTHLY MAINTENANCE PRICE PER UNIT	
			$	¢
TOWER 5	HYD. ELEV	5		
	ESCALATOR	5 UP		
	ESCALATOR	5 DOWN		
TOWER 6	HYD. ELEV	6		
	ESCALATOR	6 UP		
	ESCALATOR	6 DOWN		
TOWER 7	HYD. ELEV	7		
	ESCALATOR	7 UP		
	ESCALATOR	7 DOWN		
TOWER 8	HYD. ELEV	8		
	ESCALATOR	8 UP		
	ESCALATOR	8 DOWN		

CONTRACTOR'S IRS TAX IDENTIFICATION NUMBER _____

NEVADA BUSINESS LICENSE NUMBER_____

_____
CONTRACTOR (PLEASE PRINT)

_____
SIGNATURE

_____
PRINT NAME TITLE

ADDRESS _____

DATE _____, 20 _____

PHONE _____

FAX_____

EMAIL_____

EVALUATION CRITERIA FORM

PROJECT DESCRIPTION: **Full Preventative Maintenance Services at the Tropicana Pedestrian Bridge Facilities at the Intersection of Tropicana Avenue and South Las Vegas Boulevard**

PROPOSER: _____

SUB-CONTRACTOR(S): _____

EVALUATION ITEMS	*MAX SCORE*	*SCORE*
1. Other Factors (Cost): Cost is reasonable compared to competition and cost-effective. No additional expenses or fees anticipated.		
Positives: **Concerns:**		
2. **Project Approach**: Proposer's approach to identifying and implementing the project requirements and meeting the NDOT's needs. Proposer should consider including information on their Quality Assurance/Quality Control program.		
Positives: **Concerns:**		
3. **Project Team**: Project Manager to be assigned, education, capability and experience of the key personnel to be assigned and the estimated effectiveness of the team's proposed organization and coordination process.		
Positives: **Concerns:**		
4. **Past Performance**: Past performance of project team in terms of cost control of the Proposer's budget commitments, quality of work and compliance with project schedule. Include all relevant work completed in the past three (3) years.		
Positives: **Concerns:**		
5. **Availability and Capacity**: Demonstrate the availability of the key project team members for the duration of the project. Consider team members existing and projected workloads for the prime consultant and sub-consultants. Demonstrate the capacity of the firm to meet the needs of the project. Consider the prime consultant and sub-consultants depth of staffing and other resources.		
Positives: **Concerns:**		
6. **Proximity of Project Team(s)**: Knowledge of the locality of the project and local agency requirements. Accessibility to the project area.		
Positives: **Concerns:**		
TOTAL	**100**	

_____ _____

Committee Member Date

Agreement Number P456-12-160

SERVICE AGREEMENT

This Agreement, made and entered into the _____ day of _____, 2012 by and between the STATE OF NEVADA, acting by and through its DEPARTMENT OF TRANSPORTATION (hereinafter "DEPARTMENT") and ***[insert Name and Address]*** (hereinafter "SERVICE PROVIDER"). Individually they are each a "Party" and collectively they are the "Parties."

WITNESSETH:

WHEREAS, the Director of the DEPARTMENT may, pursuant to Nevada Revised Statutes (hereinafter "NRS") Chapter 333 & Chapter 408, contract for technical services that may be required; and

WHEREAS, NRS Chapter 333 authorizes heads of state departments to contract for the services of independent contractors; and

WHEREAS, Tropicana Pedestrian Bridge Preventative Maintenance is necessary for the safety of the pedestrian public **(**hereinafter "PROJECT"); and

WHEREAS, SERVICE PROVIDER's services will be of benefit to the DEPARTMENT and to the people of the State of Nevada.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter contained, it is agreed by and between the Parties as follows:

ARTICLE I - SCOPE OF SERVICES

1. The SERVICE PROVIDER agrees to perform the services defined in Attachment A - Scope of Services, attached hereto and incorporated herein.

2. The SERVICE PROVIDER agrees to furnish all labor, materials, services, equipment, tools and other expenses necessary to perform the professional services required under the terms of this Agreement, except as specifically provided herein.

3. The SERVICE PROVIDER agrees to comply with all requirements contained in the Request for Proposal, which is incorporated into this Agreement by reference.

ARTICLE II – PERFORMANCE

1. The term of this Agreement shall be from the date first written above through and including _____, _____, unless a change extending the term is further agreed to by written amendment signed by all parties to this Agreement and approved by appropriate official action of the governing body of the DEPARTMENT prior to such term expiration date.

2. In the event that the SERVICE PROVIDER performs or causes to be performed any work after: (a) the Agreement's expiration date as set forth within this Agreement, as it may be amended from time to time through written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body, prior to such

expiration date; or (b) termination of this Agreement prior to the expiration date set forth within this Agreement; then the DEPARTMENT shall make no payment for work performed following the expiration or termination dates, and the SERVICE PROVIDER shall forfeit any and all right to payment for such work.

3. The SERVICE PROVIDER, on behalf of itself, its spouses, heirs, executors, administrators, successors, subrogees, servants, insurers, attorneys, independent representatives, personal representatives, agents, and assigns, does hereby waive, release, and forever discharge the State of Nevada, the DEPARTMENT, and each and every of their departments, divisions, agencies, officers, directors, agents, contractors, and employees, from any and all claims, demands, liens, liability, actions, causes of action, and suits for damages, at law and in equity , in any way connected with or arising from the SERVICE PROVIDER's provision of services and work performed following termination of this Agreement, and/or following the expiration date of this Agreement, as it may be amended from time to time through written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body, prior to such expiration date.

4. Neither the State of Nevada, the DEPARTMENT, nor any of their departments, divisions, agencies, officers, directors, agents, contractors, and employees, shall have authority to extend this Agreement beyond the expiration date set forth within this Agreement, unless such extension is set forth within a written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body prior to such expiration date. The SERVICE PROVIDER shall not rely upon any oral or written representations expressed extrinsic to a written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body prior to such expiration date, purporting to alter or amend this Agreement, including but not limited representations relating to the extension of the Agreement's expiration date.

5. Paragraphs 1 through 4 of this Article II-Performance, shall survive the termination and expiration of this Agreement.

6. The SERVICE PROVIDER shall not proceed with said work until a copy of this Agreement is fully executed, signed by all individuals on the signatory lines below (hereinafter the "Final Execution Date"), and the Agreement is received by the SERVICE PROVIDER, which shall then constitute the written "Notice to Proceed" from the DEPARTMENT. The SERVICE PROVIDER shall notify the DEPARTMENT in writing of the exact date of commencement. If the SERVICE PROVIDER does commence said work prior to receiving said Notice to Proceed or prior to the Final Execution Date, the SERVICE PROVIDER shall forfeit any and all right to reimbursement for that portion of the work performed prior to said dates. Furthermore, the SERVICE PROVIDER shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations and warranties made by the DEPARTMENT or any of its agents, employees, or affiliates, or on any dates of performance, deadlines, indemnities, or any other term contained in this Agreement or otherwise prior to the Final Execution Date and/or Notice to Proceed. In the event the SERVICE PROVIDER violates the provisions of this Section, the SERVICE PROVIDER waives any and all claims and damages against the DEPARTMENT, its employees, agents, and/or affiliates, including but not limited to monetary damages and/or any other available remedy at law or in equity arising under the terms of this Agreement.

7. The SERVICE PROVIDER agrees to complete the PROJECT within _____ **[calendar/working]** days of the commencement day of the PROJECT and agrees to pay to the DEPARTMENT, the sum of _____ and ___/100 Dollars ($_____.__) for each

and every calendar day past said date when the delay is caused by negligence, lack of adequate resources or any other cause within the SERVICE PROVIDER's direct control. These damages are not intended as a penalty. Damages are difficult to ascertain and the Parties agree that this amount is a reasonable estimate of presumed actual damages. **[IF APPLICABLE]**

8. In the event the DEPARTMENT discovers a SERVICE PROVIDER's error or omission before its discovery by the SERVICE PROVIDER, the DEPARTMENT shall not unreasonably delay in notifying SERVICE PROVIDER of such error or omission. DEPARTMENT's notice to SERVICE PROVIDER shall specify the maximum time period SERVICE PROVIDER will be allowed for correction. The SERVICE PROVIDER shall make all necessary corrections resulting from its errors and omissions, and shall without delay make any corrections necessitated by the negligence, lack of adequate resources or any other cause within the SERVICE PROVIDER's control, and shall make such corrections without additional compensation. SERVICE PROVIDER shall track all related costs for the correction. Acceptance of the professional services by the DEPARTMENT will not relieve the SERVICE PROVIDER of the responsibility for any subsequent correction of any such errors and omissions, and the clarification of any ambiguities. The SERVICE PROVIDER will be responsible for additional costs in subsequent related construction resulting from its errors or omissions. Should the DEPARTMENT use its own personnel, supplies or equipment to remedy the deficiency, all such costs incurred by the DEPARTMENT shall be deducted from the sum due or which may become due to the SERVICE PROVIDER. In the event all such costs and charges incurred by the DEPARTMENT exceed the sum which would have been payable under this Agreement, then the SERVICE PROVIDER shall reimburse the DEPARTMENT the amount of said excess.

9. The SERVICE PROVIDER shall assign one individual throughout the life of this Agreement who shall have overall PROJECT responsibility unless illness or termination requires replacement. **[IF APPLICABLE]** This individual shall be registered in accordance with NRS Chapter 625, Professional Engineers and Land Surveyors. This individual shall ensure that each sheet of the final submittal, including the title sheet, is stamped (electronic or wet stamp acceptable), signed and dated (original signature and date required) in accordance with NRS Chapter 625 and Nevada Administrative Code, Chapter 625.**]**

10. A key person is defined as any individual identified by the SERVICE PROVIDER in its proposal as being part of the team to be assigned to the PROJECT. The SERVICE PROVIDER acknowledges and agrees, that the award of this Agreement was based, in part, on its ability to manage the PROJECT, and the qualifications, experience and capacity of the SERVICE PROVIDER's aforementioned key persons and team. The SERVICE PROVIDER represents, warrants and covenants that such key persons are and will continue to be available to undertake and perform all services identified herein and fulfill the roles identified in its proposal. The SERVICE PROVIDER shall notify the DEPARTMENT in writing within ten (10) calendar days when a key person leaves the PROJECT team. **[IF APPLICABLE]**

a. If a key person leaves the PROJECT team, the SERVICE PROVIDER shall promptly propose a replacement within thirty (30) days to and for the DEPARTMENT's review and written consent.

b. The DEPARTMENT shall have the unilateral right to terminate this Agreement:

(1) If a key person leaves the PROJECT team for a reason other than death, retirement, incapacitation or leaving SERVICE PROVIDER's employment (including the employment with SERVICE PROVIDER's affiliates, subsidiaries and parent companies/organizations);

(2) If a key person listed by the SERVICE PROVIDER in its proposal to perform or supervise various aspects of design is changed or leaves the PROJECT team; or

(3) If the DEPARTMENT does not accept the SERVICE PROVIDER's proposed key person replacement.

c. If this Agreement is terminated pursuant to the above, the SERVICE PROVIDER shall be paid for actual costs incurred for all services rendered and accepted by the DEPARTMENT and an amount of fee proportional to the work completed as of the date of termination. Additionally, the SERVICE PROVIDER shall not be entitled to any settlement costs, if any. Such termination will not occur if the SERVICE PROVIDER provides a replacement that is acceptable to the DEPARTMENT within thirty (30) calendar days of the date when the key person is changed or has left the PROJECT team.

11. The SERVICE PROVIDER shall at all times maintain control over and have complete responsibility for all services performed pursuant to this Agreement by the SERVICE PROVIDER and any of its subcontractors.

12. The SERVICE PROVIDER warrants that all deliverables and professional services produced under this Agreement shall be completed in a workmanlike manner consistent with standards in the trade, profession or industry. The standard of care applicable to SERVICE PROVIDER's services will be of the degree of skill and diligence normally employed by **[IF APPLICABLE:** professional engineers**]** service provider's performing the same or similar services at the time said services are performed.

13. This Agreement, and any amendments, may be suspended temporarily, either wholly or in part, by the DEPARTMENT upon oral notice confirmed in writing within ten (10) calendar days, when the DEPARTMENT determines that conditions beyond the control of the SERVICE PROVIDER are unfavorable to its satisfactory continuation of work. Should such conditions be encountered, the time for completion may be extended in an amount determined by the DEPARTMENT to be equivalent to the delay. Requests for suspension of time by the SERVICE PROVIDER must have the written approval of the DEPARTMENT. No allowance shall be made for delay or suspension of the services solely due to the fault of the SERVICE PROVIDER.

14. An alteration ordered by the DEPARTMENT which substantially changes the services provided for by the expressed intent of this Agreement will be considered extra professional services, and shall be specified in a written amendment signed by all Parties, which will set forth the nature and scope thereof. The method of payment for extra professional services shall be specified at the time the amendment is written.

15. The SERVICE PROVIDER shall not assign or subcontract, any of the professional services performed under this Agreement without the prior written approval of the DEPARTMENT. The SERVICE PROVIDER will, subsequent to obtaining written approval from the DEPARTMENT, provide the DEPARTMENT with a copy of the contract or agreement for professional services. The SERVICE PROVIDER shall require any subcontractor to comply with all provisions of 48 CFR Chapter 1, Part 31, in its agreement with the subcontractor, if the

SERVICE PROVIDER subcontracts any professional services contemplated by this Agreement. The SERVICE PROVIDER will be responsible for any costs or deficiencies resulting from noncompliance if the subcontractors fail to comply with 48 CFR Chapter 1, Part 31.

16. This Agreement is contingent upon the verification the SERVICE PROVIDER has a valid and active Nevada Business License and is in good standing in all areas of the Secretary of State's business requirements. If the SERVICE PROVIDER is an out of state provider, the SERVICE PROVIDER must be registered as a foreign equivalent in Nevada, in active status and in good standing.

ARTICLE III - TERMINATION

1. The DEPARTMENT may terminate this Agreement without cause ***[insert number]*** [calendar/working] days after service of a termination letter to the SERVICE PROVIDER. In the event this Agreement is terminated in this manner, the SERVICE PROVIDER shall be paid for the cost of the professional services which have been completed and accepted by the DEPARTMENT up to the date of termination.

2. The continuation of this Agreement beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Nevada State Legislature and/or federal sources. The DEPARTMENT may terminate this Agreement, and the SERVICE PROVIDER waives any and all claims for damages, effective immediately upon receipt of written notice, or any date specified therein, if for any reason the DEPARTMENT's funding from state and/or federal sources is not appropriated or is withdrawn, limited or impaired.

3. A default or breach may be declared with or without termination. This Agreement may be terminated by either Party upon written notice of default or breach to the other Party as follows:

a. If the SERVICE PROVIDER fails to provide or satisfactorily perform any of the professional services called for by this Agreement within the time requirements specified in this Agreement or within any granted extension of those time requirements; or

b. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law or regulation to be held by the SERVICE PROVIDER to provide the goods or services required by this Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed or not renewed; or

c. If the SERVICE PROVIDER becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of a bankruptcy court; or

d. If DEPARTMENT materially breaches any material duty under this Agreement and any such breach impairs the SERVICE PROVIDER's ability to perform; or

e. If it is found by the DEPARTMENT that any quid pro quo or gratuities in the form of money, services, entertainment, gifts or otherwise were offered or given by the SERVICE PROVIDER, or any agent or representative of the SERVICE PROVIDER, to any officer or employee of the State of Nevada with a view toward securing an agreement or securing favorable treatment with respect to awarding, extending, amending or making any determination with respect to the performing of such agreement.

4. Termination upon a declared default or breach may be exercised after service of written notice and the subsequent failure of the defaulting Party, within fifteen (15) calendar days of service of that notice, to provide evidence, satisfactory to the aggrieved Party, showing the declared default or breach has been corrected. Such correspondence shall be deemed to have been served on the date of postmark.

5. In the event of the SERVICE PROVIDER's breach of this Agreement, all costs and charges incurred by the DEPARTMENT, together with the cost of completing the work under this Agreement, shall be deducted from any money due or which may become due to said SERVICE PROVIDER. If expenses exceed the sum which would have been payable under this Agreement, then the SERVICE PROVIDER shall be liable and shall pay to the DEPARTMENT the amount of said excess.

6. This Agreement shall be terminated when the professional services contemplated and covered by this Agreement have been completely performed by SERVICE PROVIDER, and all items of professional services have been approved and accepted by the DEPARTMENT.

ARTICLE IV - COST

1. The "cost per unit of work" method of compensation shall be used for the SERVICE PROVIDER's services.

2. The total cost of the services by the SERVICE PROVIDER shall not exceed the sum of _____ and __/100 Dollars ($_____.__).

EXAMPLE: [Include here or cite Attachment A - Scope of Services]

Payment for inspection will be paid according to the following schedule:

a.	Visual:	
	Steel Inspection, per hour	$
	Overtime, per hour	$
b.	Magnetic particle, per hour	$
	Overtime, per hour	$
c.	Radiographic, per hour	$
	Overtime, per hour	$
	Film	$
d.	Other	$

3. The DEPARTMENT will pay the SERVICE PROVIDER in monthly installments based upon progress and final payment reports submitted by the SERVICE PROVIDER in the DEPARTMENT's format and in accordance with the unit price scheduled in this Agreement.

ARTICLE V - SCHEDULE OF PAYMENTS

1. The SERVICE PROVIDER shall submit a signed invoice ***[insert: monthly, bi-weekly, quarterly, semi-annually, yearly, upon completion]*** for all services rendered along with one copy of substantiating documentation. The invoice must be submitted on the SERVICE PROVIDER's stationery using the DEPARTMENT's format or submitted on the DEPARTMENT's standard invoice form. The DEPARTMENT will utilize its normal accounting procedure in the payment of the invoices submitted. The Fixed Fee shall be paid monthly and shall be calculated as a percentage of the direct salary plus overhead costs of that month's invoice until the full agreed fee is paid.

2. Payment will be made for one hundred percent (100%) of the amount of each invoice, until a maximum of ninety percent (90%) of the total Agreement costs have been billed by the SERVICE PROVIDER. Thereafter, payment for the remaining ten percent (10%) of the total Agreement costs shall be withheld by the DEPARTMENT, until such time as the professional services delivered by the SERVICE PROVIDER have been completely accepted by the DEPARTMENT. The final audit shall be performed after the release of the retained amount, and may cause an adjustment of payments to the DEPARTMENT or to the SERVICE PROVIDER. No interest shall be paid to the SERVICE PROVIDER on this retained amount or any adjustment of payments. **[IF APPLICABLE]**

3. The DEPARTMENT reserves the right to inspect and approve the professional services performed before payment is made to the SERVICE PROVIDER. Payment will be withheld for deliverables and professional services the DEPARTMENT determines to be unsatisfactory in that they have not been provided in a workmanlike manner consistent with standards in the trade, profession or industry. Payment shall remain unpaid until the professional services are completed in accordance with the standards and work requirements defined in this Agreement. In such an event, the DEPARTMENT will provide the SERVICE PROVIDER with a written explanation as to why payment has been withheld.

4. The total cost of services for this Agreement, is the negotiated amount identified in Article IV, Paragraph 2. This amount was based upon the SERVICE PROVIDER's costs and fixed fee as well as the costs and fixed fees, if any, of all of its subcontractors. If a subcontractor does not expend all funds allocated to it for services identified in its agreement with the SERVICE PROVIDER, a copy of which shall be provided to the DEPARTMENT prior to issuance of the Notice to Proceed, the SERVICE PROVIDER shall not redistribute or expend such funds without the prior written approval of the DEPARTMENT. Failure to notify the DEPARTMENT prior to the use of such funds will constitute grounds for denial of reimbursement for such expenditures.

5. Payment of invoices, interest penalties and discounts shall be paid as follows:

a. The SERVICE PROVIDER shall be paid within sixty (60) calendar days of a postmarked invoice which is complete, correct and undisputed by the DEPARTMENT.

b. The DEPARTMENT shall have twenty (20) calendar days after postmark of an invoice to dispute any or all of the charges on that invoice. The undisputed amount shall be paid to the SERVICE PROVIDER within sixty (60) calendar days of the date of postmark. The disputed amount shall be negotiated and resolved in good faith by both Parties and paid within forty (40) calendar days after the date the corrected invoice is received by the DEPARTMENT or is approved by both Parties for payment

c. If the DEPARTMENT fails to pay the SERVICE PROVIDER the undisputed amount within sixty (60) calendar days after the postmark date of the invoice, the interest penalty assessed to the DEPARTMENT shall be one percent (1%) of the undisputed amount per month, not to exceed a total of One Thousand and No/100 Dollars ($1,000.00).

d. Payment of penalties shall not apply to the final payment or bill pertaining to this Agreement as determined by the post audit.

6. The prevailing party in an action to enforce this Agreement is entitled to reasonable attorney's fees and costs.

ARTICLE VII - MISCELLANEOUS PROVISIONS

1. The SERVICE PROVIDER shall be responsible for and shall comply with all applicable federal, state, and local government obligations and DEPARTMENT policies and procedures. The SERVICE PROVIDER will be responsible for and shall pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are SERVICE PROVIDER's responsibility in accordance with NRS Chapter 361. The SERVICE PROVIDER warrants that it has a valid business license. The SERVICE PROVIDER agrees to be responsible for and shall pay any such government obligations not paid by its subcontractors during performance of this Agreement. The DEPARTMENT may set-off any consideration due against any delinquent government obligation.

2. It is expressly understood that the SERVICE PROVIDER is an independent contractor, and is subject to all statutes and laws, including NRS 333.700 relating to independent contractors. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the DEPARTMENT whatsoever with respect to the indebtedness, liabilities, and obligations of the SERVICE PROVIDER or any other party. Neither the SERVICE PROVIDER nor its employees, agents or representatives shall be considered employees, agents or representatives of the DEPARTMENT.

3. The SERVICE PROVIDER shall be solely responsible for its own employees, and the DEPARTMENT shall have no obligation with respect to:

a. Withholding of income taxes, FICA or any other taxes or fees;
b. Industrial insurance coverage;
c. Participation in any group insurance plans available to employees of the DEPARTMENT;
d. Participation or contributions by either the SERVICE PROVIDER or the DEPARTMENT to the Public Employees Retirement System;
e. Accumulation of vacation leave or sick leave; or
f. Unemployment compensation coverage provided by the DEPARTMENT.

The SERVICE PROVIDER shall indemnify and hold the DEPARTMENT harmless from, and defend the DEPARTMENT against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes, fees, insurance, contributions, leave or coverage.

4. Unless expressly provided in this Agreement, the SERVICE PROVIDER shall not engage or use the devices and/or services of the DEPARTMENT's personnel without the prior written consent of the DEPARTMENT.

5. The SERVICE PROVIDER shall, before commencing professional services under the provisions of this Agreement, furnish to the DEPARTMENT proof of worker's compensation insurance as required by the NRS.

6. The SERVICE PROVIDER shall furnish a Certificate of Errors and Omissions Insurance with a minimum limit of One Million and No/100 Dollars ($1,000,000.00

7. The SERVICE PROVIDER shall furnish a Certificate, Declarations Page and an Endorsement designating the DEPARTMENT as an additional insured evidencing Commercial General Liability Insurance with a minimum limit of One Million and No/100 Dollars ($1,000,000.00) per occurrence. These policies shall be maintained for the entire period of this Agreement. The policies shall include a 30-day advance written notice of any cancellation of said policies. The SERVICE PROVIDER shall furnish the DEPARTMENT with certificates of such insurance prior to commencement of professional services.

8. All insurance required by this Agreement shall be placed with insurers with a rating from the current issue of Best's Key Rating Guide of no less than A-: VII.

9. The DEPARTMENT has the option of requesting, at any time, a meeting with the SERVICE PROVIDER or its authorized representative to discuss and review PROJECT status and the SERVICE PROVIDER shall furnish thereafter a copy of the minutes of such meetings to the DEPARTMENT.

10. The SERVICE PROVIDER has total responsibility for the accuracy and correctness of data prepared under the terms of this Agreement, and shall check all such material accordingly for completeness, missing items, correct multipliers and consistency. The deliverables shall be reviewed by the DEPARTMENT for conformity with the DEPARTMENT's procedures and contract terms. The SERVICE PROVIDER acknowledges that review by the DEPARTMENT does not include detailed review or checking of major components and related details or the accuracy of such deliverables, and the DEPARTMENT's review shall not relieve the SERVICE PROVIDER of its total responsibility for the accuracy and correctness of data prepared under the terms of this Agreement.

11. The SERVICE PROVIDER shall appear as an expert witness on behalf of the DEPARTMENT in any subsequent court action which involves any of the services required by this Agreement. Compensation for services rendered in this regard will be paid at a rate to be negotiated at the time such services are necessary.

12. Upon completion, termination or cancellation of the services embraced under this Agreement, all professional services inclusive of research, investigation and analysis data, reports (including files on disks), computations, tabulations, original drawings and design files (including CAD information on disks), correspondence input from external sources (including subcontractors), etc., shall be delivered to and become the property of the DEPARTMENT, without limitation. Reuse of said materials, information or data, during performance or following termination of this Agreement, on any other project or for any other purpose except as provided for herein, shall be at the DEPARTMENT's discretion and the DEPARTMENT's sole decision. The SERVICE PROVIDER shall not utilize any materials, information or data obtained as a result of performing the services called for in this Agreement in any commercial or academic publication or presentation without the express written permission of the DEPARTMENT. The SERVICE PROVIDER shall not reference an opinion of an employee or agent of the DEPARTMENT obtained as a result of performing the services called for in this Agreement, in

any publication or presentation, without the written permission of the employee or agent to whom the opinion is attributed, in addition to the permission of the DEPARTMENT. **[IF APPLICABLE]**

13. All design drawings must be created and delivered to the DEPARTMENT in Microstation "dgn" format. Drawing files converted to Microstation format from AutoCad, from other formats will not be accepted by the DEPARTMENT. Files must be delivered using CD-ROM (ISO 9660) or tape (QIC 80). If the files require fewer than five (5) 3.5" floppy disks, the floppy disks may be substituted in lieu of CD-ROM or the tape. Files may be delivered compressed using "WINZIP 5.5" software. Delivery of a hard copy of design drawings shall also be required. All files must adhere to the DEPARTMENT's standards. **[IF APPLICABLE]**

14. All roadway design engineering files shall be created and delivered to the DEPARTMENT in InRoads format. Design files converted to InRoads format, from other formats, will not be accepted by the DEPARTMENT. Files must be delivered using CD-ROM (ISO 9660) or tape (QIC 80). If the files require fewer than five (5) 3.5" floppy disks, the floppy/compact disc or flash drive, may be substituted in lieu of CD-ROM or the tape. Files may be delivered compressed using "WINZIP 5.5" software. All files must adhere to the DEPARTMENT's standards. **[IF APPLICABLE]**

15. All reports and notes for special provisions shall be delivered to the DEPARTMENT on 3.5" floppy disks, compact disc or flash drive, using the most current version of **[Microsoft Word/ WordPerfect]**. Delivery of a hard copy of reports and notes for special provisions shall also be required. **[IF APPLICABLE]**

16. The SERVICE PROVIDER agrees that any reports, materials, studies, photographs, negatives, drawings or other documents prepared by the SERVICE PROVIDER in the performance of its obligations under this Agreement shall be the exclusive property of the DEPARTMENT. The SERVICE PROVIDER shall remit all such documents to the DEPARTMENT upon completion, termination or cancellation of this Agreement. The SERVICE PROVIDER shall not use, willingly allow or cause to have such documents used for any purpose other than performance of the SERVICE PROVIDER's obligation under this Agreement, without the prior written consent of the DEPARTMENT. **[IF APPLICABLE]**

17. The SERVICE PROVIDER and successors, executors, administrators, and assigns of the SERVICE PROVIDER's interest in the professional services or the compensation herein provided shall be bound to the DEPARTMENT to the full legal extent to which the SERVICE PROVIDER is bound with respect to each of the terms of this Agreement.

18. The SERVICE PROVIDER warrants that they have not employed or retained any company or persons (other than a bona fide employee working solely for the SERVICE PROVIDER) to solicit or secure this Agreement and that SERVICE PROVIDER has not paid or agreed to pay any company or persons (other than a bona fide employee working solely for the SERVICE PROVIDER) any fee, commission, percentage, brokerage fee, or any other gifts contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the DEPARTMENT shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

19. Any dispute arising under this Agreement as to performance, compensation, and the interpretation of satisfactory fulfillment of the terms of this Agreement shall be decided by

the DEPARTMENT. It is the intent of the DEPARTMENT to resolve disputes at the lowest level possible. Nothing herein contained shall impair either of the Parties' right to file suit in the state district courts of the State of Nevada.

20. During the performance of this Agreement, the SERVICE PROVIDER, for itself, its assignees and successors in interest agrees as follows:

a. Compliance with Regulations: The SERVICE PROVIDER shall comply with all of the regulations relative to nondiscrimination in federally-assisted programs of 49 C.F.R. Part 21 as they may be amended from time to time (hereinafter "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

b. Nondiscrimination: The SERVICE PROVIDER, with regard to the professional services performed by it during the Agreement, shall not discriminate on the grounds of race, color, age, religion, sex, creed, handicap, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The SERVICE PROVIDER shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the Agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Subcontracts, Including Procurement of Materials, and Equipment: In all solicitations either by competitive bidding or negotiation made by the SERVICE PROVIDER for professional services to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the SERVICE PROVIDER of the SERVICE PROVIDER's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, age, religion, sex, creed, handicap or national origin.

d. Information and Reports: The SERVICE PROVIDER shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its facilities as may be determined by the DEPARTMENT or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a SERVICE PROVIDER is in the exclusive possession of another who fails or refuses to furnish this information, the SERVICE PROVIDER shall so certify to the DEPARTMENT, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of the SERVICE PROVIDER's noncompliance with the nondiscrimination provisions of this Agreement, the DEPARTMENT shall impose such Agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the SERVICE PROVIDER under the Agreement until the SERVICE PROVIDER complies, and/or

2. Cancellation, termination or suspension of the Agreement, in whole or in part.

f. Agreements with subcontractors will include provisions making all subcontractor records available for audit by the DEPARTMENT or the FHWA.

g. Incorporation of Provisions: The SERVICE PROVIDER will include the provisions of Paragraphs (a) through (f) above in every subcontract including procurement of materials and leases of equipment, unless exempt by Regulations, order, or instructions issued pursuant thereto. The SERVICE PROVIDER will take such action with respect to any subcontract or procurement as the DEPARTMENT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance. In the event SERVICE PROVIDER becomes involved in, or is threatened with litigation by a subcontractor or supplier as a result of such direction, the SERVICE PROVIDER may request the DEPARTMENT to enter into such litigation to protect the interests of the DEPARTMENT and the SERVICE PROVIDER may request the United States to enter into such litigation to protect the interests of the United States.

21. In the event federal funds are used for payment of all or part of this Agreement, the SERVICE PROVIDER, for itself, its assignees and successors in interest agrees as follows:

a. Debarment and/or Suspension: The SERVICE PROVIDER certifies that neither it nor its subcontractors, nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

b. ADA: The SERVICE PROVIDER and subcontractor shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1980, as amended, and regulations adopted thereunder contained in 49 C.F.R., Part 27, and any relevant program-specific regulations.

c. Civil Rights: The SERVICE PROVIDER and subcontractor shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or person offered employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition, including AIDS and AIDS-related conditions.

22. Each party agrees to keep and maintain under generally accepted accounting principles full, true and complete records and documents pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit and copying at any office where such records and documentation are maintained. It is expressly understood that the duly authorized representatives of the DEPARTMENT and the FHWA shall have the right to inspect/audit the professional services and charges of the SERVICE PROVIDER whenever such representatives may deem such inspection to be desirable or necessary. Such records and documentation shall be maintained for three (3) years after final payment is made.

23. To the fullest extent permitted by law, the SERVICE PROVIDER shall defend, indemnify and hold harmless–the State of Nevada, and the employees, officers and agents of the State of Nevada from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorney's fees, that are caused by the negligence, errors, omissions, reckless or intentional misconduct of the SERVICE PROVIDER or the employees or agents of the SERVICE PROVIDER in the performance of this Agreement.

24. The SERVICE PROVIDER shall use its own vehicles and the DEPARTMENT is not responsible for the payment of any premiums, deductible or assessments on any insurance policies purchased by the SERVICE PROVIDER.

25. The SERVICE PROVIDER warrants that all deliverables and work produced under this Agreement shall be completed in a workmanlike manner consistent with standards in the trade, profession or industry.

26. The SERVICE PROVIDER is required to register as a vendor with the Nevada State Controller's office. The Registration Substitute IRS Form W-9 can be accessed at http://controller.nv.gov/VendorServices/Vendor_Services.html. The SERVICE PROVIDER will follow the Registration Instructions, complete the Registration Substitute IRS Form W-9 and submit it to the State Controller's Office.

27. The SERVICE PROVIDER agrees that, prior to any sale, transfer, business name change, change in principals or any other occurrence that alters or this Agreement in any way, the SERVICE PROVIDER shall notify the DEPARTMENT of such intent at least seven (7) days prior to making said change.

28. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other Party at the address set forth below:

FOR DEPARTMENT: Rudy Malfabon, P.E., Director
Attn:
Nevada Department of Transportation
Division:
1263 South Stewart Street
Carson City, NV 89712
Phone (775) ***[insert phone number]***
Fax: ***[insert fax number]***
E-mail: ***[insert e-mail address]***

FOR SERVICE PROVIDER: ***[insert: Name***
Agency/Company
Mailing Address, City, State Zip Code
Physical Address, City, State Zip Code
Phone: (___) ___-____
Fax:
E-mail: _____@_____]

29. This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The Parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.

30. As used herein the term "SERVICE PROVIDER" shall include the plural as well as the singular, and the feminine as well as the masculine.

31. Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reason beyond its control, including, without limitation, strikes, inmate disturbances, acts of God, civil or military authority, act of public enemy, or accidents, fires, explosions, earthquakes, floods, winds, failure of public

transportation, or any other similar serious cause beyond the reasonable control of either Party. In such an event the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated promptly to perform in accordance with the terms of the Agreement after the intervening cause ceases.

32. In connection with the performance of work under this Agreement, the SERVICE PROVIDER agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability, pregnancy, sexual orientation, genetic information (GINA) or gender identity or expression, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including without limitation apprenticeship. The SERVICE PROVIDER further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

33. The SERVICE PROVIDER shall keep confidential all information, in whatever form, produced, prepared, observed or received by the SERVICE PROVIDER to the extent that such information is confidential by law or otherwise required by this Agreement.

34. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The Parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

35. The SERVICE PROVIDER shall provide a minimum of fifty-one percent (51%) of the combined value of all items of work covered by this Agreement. The SERVICE PROVIDER shall not assign or subcontract any of the work performed under this Agreement without the prior written approval of the DEPARTMENT. The SERVICE PROVIDER shall, prior to obtaining written approval from the DEPARTMENT, provide the DEPARTMENT with a copy of the subcontract or subagreement for said work. Any assignment of rights or delegation of duties under this Agreement, without the prior written consent of the DEPARTMENT, shall be void.

36. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

37. Except as otherwise provided for by law or this Agreement, the rights and remedies of the Parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, the recovery of actual damages and the prevailing party's reasonable attorney's fees and costs.

38. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a Party to this Agreement to maintain a suit for personal injuries or property damage, or pursuant to the terms or provisions of this Agreement.

39. The Parties hereto represent and warrant that the person executing this Agreement on behalf of each Party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the services set forth herein.

40. This Agreement constitutes the entire agreement of the Parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.

IN WITNESS WHEREOF, the authorized representatives of the SERVICE PROVIDER and the DEPARTMENT have caused their names to be signed hereon on the date first above written.

SERVICE PROVIDER: ***[insert Name]***

_____

_____
Name & Title (Print)

State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION

_____
Director

Approved as to Legality and Form:

_____
Deputy Attorney General

Attachment C
AFFIDAVIT REQUIRED UNDER SECTION 112(c)
of Title 23 United States Code, Act of August 27, 1958
and
Part 29 of Title 49, Code of Federal Regulations,
November 17, 1987.

STATE OF _____
COUNTY OF _____ } **SS**

I, _____ (Name of party signing this affidavit and the Proposal Form) _____ (title) being duly sworn do depose and say: That _____ (name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency:
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(Insert Exceptions, attach additional sheets)

The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the Department will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.

_____
Signature

_____
Title

Sworn to before me this _____ day of _____, 20 _____

_____
Signature

_____
Notary Public, Judge or other Official

(SEAL)

Per Diem Rates Allowed State Employees
(For Information Only)

1) Effective July 1, 2007 all State employees will be required to use the GSA per diem rates for in-state and out-of-state travel. The website address is www.gsa.gov and click on Per Diem Rates for the most current rates and information. Rates do vary by season; therefore rates should be verified prior to all travel.

2) Meals will be reimbursed in accordance with the meals and incidental expense (M&IE) allowance for the primary destination.

3) Employees must deduct the M&IE allowance for all meals that are included in registration or conference fees. The breakdown for the M&IE can be found on the GSA website under Meals and Incidental Expense Breakdown.

4) Receipts will be required for all lodging. The maximum allowance for lodging is the amount the employees are eligible to be reimbursed; therefore, all taxes and fees are included in the maximum lodging allowance.

5) If the GSA website does not recognize the county in which the employee is traveling, the rate defaults to the standard CONUS location reimbursement rate. These rates may vary, please verify all rates prior to employee travel.

6) A copy of the current GSA allowance for lodging and M&IE must be included with the employee travel claim.