



**C STREET GARAGE ELEVATOR CAB RETROFIT
CITY OF SPARKS, NEVADA**

THIS CONTRACT made and entered into on this 26th day of March, 2018, by and between the City of Sparks, Nevada, a municipal corporation, existing under and by virtue of the laws of the State of Nevada, hereinafter called "City", and **Koch Elevator**, a qualified Contractor in the class of work required, hereinafter called "Contractor".

W I T N E S E T H

WHEREAS, the City has awarded a contract to Contractor for providing material and/or performing the work hereinafter mentioned in accordance with the proposal of said Contractor;

WHEREAS, the Contractor will provide the material and/or perform the work for the compensation stated in said proposal, an amount which has been arrived at after negotiations between the parties;

WHEREAS, each party is willing to and does assume joint liability for the contents of this Contract, and each party accordingly agrees that it shall not be construed against any party as a drafting party;

NOW, THEREFORE, IT IS AGREED as follows:

1. Scope of Work:

The scope of work for this contract is generally defined as **C Street Garage Elevator Cab Retrofit**. The City's Contract Documents and Contractor's Entire Proposal are on file with the City of Sparks and may be physically included with this contract as "Attachment A.". All terms, conditions and requirements contained within these Documents, including any and all addenda issued by the City, are hereby incorporated by reference into this Contract.

The Contractor shall perform within the time stipulated, the Contract as herein defined and shall provide and furnish any and all of the labor, materials, methods or processes, equipment implements, tools, machinery and equipment, and all utility, transportation and other services required to construct, install and put in complete order for use in a good and workmanlike manner all of the work covered by the Contract in connection with strict accordance with the plans and specifications therein, which were approved by said City and are on file with the City, including any and all addenda issued by the City, and with the other contract documents hereinafter enumerated.

2. Payment for Project Services

As full consideration for the Services to be performed by Contractor, City agrees to pay Contractor as set forth in accordance with the Fee Schedule set forth in the quote and not to exceed fee of **\$90,800.00** for the project. Final payment shall be made upon the Project Manager certifying that the Contractor has satisfactorily completed the work in conformity with the Contract Documents.

3. Time for Completion:

The Contractor shall deliver the material and/or services called for in the specifications/proposal and within the delivery time specified and in accordance with the terms of the contract. Work shall be



completed within 30 days from the Notice to Proceed issued by the City of Sparks Purchasing Division. The Contractor shall not alter or vary any terms or conditions contained or incorporated herein, including but not limited to, the quantity, price, delivery date or date designated as After Receipt of Order (ARO) or date for commencement or completion of services as mutually agreed upon, unless such alteration or variation is consented to in writing by a duly authorized representative of the City.

The City reserves the right to cancel resultant Contract upon ten days written notice in the event the type and quality of the product or work performance is unsatisfactory or in default, subject to Contractor's right to cure as outlined in termination clause.

This is a non-exclusive Contract and the City reserves the right to acquire the material and/or services at its discretion, from other sources during the term of this Contract.

4. No Unlawful Discrimination:

In connection with the performance of work under this Agreement, Consultant agrees not to discriminate against any employee or applicant because of race, creed, color, national origin, disability, sex, sexual orientation or age. Such agreement shall include, but not be limited to, the following: recruitment or recruitment advertising, rates or pay or other forms of compensation, and selection. Any violation of these provisions by Consultant shall constitute a material breach of contract.

In all cases where persons are employed in the construction of public works, preference must be given when the qualifications of the applicants are equal:

- A) First: To honorably discharged soldiers, sailors and marines of the United States who are citizens of the State of Nevada.
- B) Second: To other citizens of the State of Nevada

If the provisions of this section are not complied with by the contractor engaged on the public work, the contract is void, and any failure or refusal to comply with any of the provisions of this section renders any such contract void and subject to the exceptions contained in this section, no money may be paid out of the State Treasury or out of the treasury of any political subdivision of the State to any person employed on any work mentioned in this section unless there has been compliance with the provisions of this section. Any contractor engaged on a public work or any other person who violates any of the provisions of this section is guilty of a misdemeanor. The penalties provided for in this section do not apply where violations thereof are due to misrepresentations made by the employee or employees.

5. No Illegal Harassment:

Violation of the City's harassment policy, which is incorporated by reference and available from the Human Resource Department, by the Contractor, its officers, employees, agents, consultants, suppliers, subcontractors and anyone from whom it is legally liable, while performing or failing to perform Contractor's duties under this Contract shall be considered a material breach of contract.

6. Lawful Performance:

Vendor shall abide by all Federal, State and Local Laws, Ordinances, Regulations, and Statutes as may be related to the performance of duties under this agreement. In addition, all applicable permits and licenses required shall be obtained by the vendor, at vendor's sole expense.



7. Acceptance by the City:

It is expressly understood and agreed that all materials provided and/or work done by the Contractor shall be subject to inspection and acceptance by the City at its discretion, and that any progress inspections and approval by the City of any item or work shall not forfeit the right of the City to require the correction of faulty workmanship or material at any time during the course of the work, although previously approved by oversight. Nothing herein contained shall relieve the Contractor of the responsibility for proper construction and maintenance of the work, materials and equipment required under the terms of this Contract until all work has been completed and accepted by the City.

8. Waiver:

No waiver of any term, provision or condition of this Contract, whether by conduct or otherwise, in any one or more instances, shall be deemed to be nor shall it be construed as a further or continuing waiver of any such term, provision or condition of this Contract. No waiver shall be effective unless it is in writing and signed by the party making it.

9. Notices:

All notices required to be given in writing by this Contract shall be deemed to be received (i) upon delivery if personally delivered, or (ii) when receipt is signed for if mailed by certified or registered mail, postage prepaid, or by express delivery service or courier, when addressed as follows (or sent to such other address as a Party may specify in a notice to the others):

PURCHASING MANAGER
CITY OF SPARKS
431 PRATER WAY
PO BOX 857
SPARKS, NV 89432-0857

CONTRACTOR:
Mike Koch
Koch Elevator
561 Sunshine Ln.
Reno, NV 89502

10. Arbitration:

Any and all disputes, controversies or claims arising under or in connection with this Contract, including without limitation, fraud in the inducement of this Contract, or the general validity or enforceability of this Contract, shall be governed by the laws of the State of Nevada without giving effect to conflicts of law principles, may be submitted to binding arbitration before one arbitrator, and shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association in a private manner in Washoe County, Nevada. This award shall be final and judgment may be entered upon it in any court having jurisdiction thereof. In reaching this final award, the arbitrator shall have no authority to change or modify any provision of this Contract. All other expenses of arbitration shall be borne equally by the parties. All fees, including legal fees, shall be borne by the party who incurred them. All costs of enforcement shall be borne by the losing party. Each party shall have the right to discovery in accordance with the Nevada Rules of Civil Procedure.

11. Jurisdiction and Venue:

In the event the arbitration award is challenged, any action or proceeding seeking to do so must be brought in the courts of the State of Nevada, County of Washoe, or if the party can acquire subject-matter jurisdiction, in the United States District Court for the District of Nevada in the City of Reno. Each of the



parties consents to the personal jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on either party by sending it certified mail to the respective addresses designated for notice.

12. Indemnity:

To the fullest extent permitted by law, upon award, Contractor shall hold harmless, indemnify, defend and protect City, its affiliates, officers, agents, employees, volunteers, successors and assigns (“Indemnified Parties”), and each of them from and against any and all claims, demands, causes of action, damages, costs, expenses, actual attorney’s fees, losses or liabilities, in law or in equity, of every kind and nature whatsoever (“Claims”) arising out of or related to any act or omission of Contractor, its employees, agents, representatives, or Subcontractors in any way related to the performance of work under this Agreement by Contractor, or to work performed by others under the direction or supervision of Contractor, including but not limited to:

1. Personal injury, including but not limited to bodily injury, emotional injury, sickness or disease, or death to persons;
2. Damage to property of anyone, including loss of use thereof;
3. Penalties from violation of any law or regulation caused by Contractor’s action or inaction;
4. Failure of Contractor to comply with the Insurance requirements established under this Agreement;
5. Any violation by Contractor of any law or regulation in any way related to the occupational safety and health of employees.

In determining the nature of the claim against City, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations against City.

If City’s personnel are involved in defending such actions, Contractor shall reimburse City for the time and costs spent by such personnel at the rate charged City for such services by private professionals.

Nothing in this contract shall be interpreted to waive nor does the City, by entering into this contract, waive any of the provisions found in Chapter 41 of the Nevada Revised Statutes.

13. Licenses and Permits:

The Contractor shall procure at his own expense all necessary licenses and permits and shall adhere to all the laws, regulations and ordinances applicable to the performance of this Contract.

All Contractors, Sub-Contractors and Suppliers doing business within the City of Sparks are required to obtain a current business license from the City of Sparks prior to commencement of this contract. Per Sparks Municipal Code Section 5.08.020A: “It is unlawful for any person to transact business in the City without first having obtained a license from the City to do so and without complying with all applicable provisions of this title and paying the fee therefore.”

14. Insurance:

BIDDERS' ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS



HIGHLY RECOMMENDED THAT BIDDERS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF THE APPARENT LOW BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS, THAT BIDDER MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Should work be required on City premises or within the public right-of-way, upon award of the contract, the bidder shall provide proof of insurance for the types of coverage, limits of insurance and other terms specified herein, prior to initiation of any services under City, Bid, Proposal or Contract. Coverage shall be from a company authorized to transact business in the State of Nevada and the City of Sparks and shall meet the following minimum specifications:

Contractor shall at its own expense carry and maintain at all times the following insurance coverage and limits of insurance no less than the following or the amount customarily carried by Contractor or any of its subcontractors, whichever is greater. Contractor shall also cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified herein. All insurers must have AM Best rating not less than A-VII, and be acceptable to the City. Contractor shall furnish copies of certificates of insurance evidencing coverage for itself and for each subcontractor. Failure to maintain the required insurance may result in termination of this contract at City's option. If Contractor fails to maintain the insurance as set forth herein, City shall have the right, but not the obligation, to purchase said insurance at Contractor's expense.

Contractor shall provide proof of insurance for the lines of coverage, limits of insurance and other terms specified below prior to initiation of any services. Coverage shall be from a company authorized to transact business in the State of Nevada and the City of Sparks. Contractor and any of its subcontractors shall carry and maintain coverage and limits no less than the following or the amount customarily carried by Contractor or any of its subcontractors, whichever is greater.

Applicable to this Contract	Insurance Type	Minimum Limit	Insurance Certificate	Additional Insured	Waiver of Subrogation
Yes	General Liability/Umbrella (Excess) Liability	\$2,000,000	✓	✓	✓
Yes	Automobile Liability	\$1,000,000	✓	✓	
Yes	Workers' Compensation	Statutory	✓	N/A	✓
Yes	Employer's Liability	\$1,000,000	✓	N/A	
No	Professional Liability	\$1,000,000	✓	N/A	N/A
No	Pollution Legal Liability	\$1,000,000	✓	N/A	N/A



Commercial General Liability

Contractor shall carry and maintain Commercial General Liability (CGL) and, if necessary to meet required limits of insurance, commercial umbrella/excess liability insurance with a total limit of not less than the limits specified herein.

For contracts that are for the construction or improvement of public facilities, the Contractor shall obtain and maintain products and completed operations liability coverage through the statute of repose after completion of the project.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, employment-related practices, or damage to the named insured's work unless Subcontractor carries and maintains separate policies providing such coverage and provides Contractor evidence of insurance confirming the coverage.

Minimum Limits of Insurance

\$2,000,000 Each Occurrence Limit for bodily injury and property damage

\$2,000,000 General Aggregate Limit

\$2,000,000 Products and Completed Operations Aggregate Limit

\$10,000 Medical Expense Limit

If Commercial General Liability Insurance or other form with a general aggregate limit is used, it shall be revised to apply separately to this PROJECT or LOCATION.

Coverage Form

Coverage shall be at least as broad as the unmodified Insurance Services Office (ISO) Commercial General Liability (CGL) "Occurrence" form CG 00 01 04/13 or substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Additional Insured

City, its officers, agents, employees, and volunteers are to be included as insureds using the applicable ISO additional insured endorsement(s) or substitute forms providing equivalent coverage, in respects to damages and defense arising from: activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor; products and completed operations of Contractor; premises owned, occupied, or used by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, employees, or volunteers. Additional insured status for City shall apply until the expiration of time within which a claimant can bring suit per applicable state law.

Any failure by the Contractor to comply with reporting provisions of the policies shall not affect its obligations to the additional insureds.



Primary and Non-Contributory

Contractor's insurance coverage shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City, its officers, agents, employees, and volunteers. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured. Any insurance or self-insurance maintained by City, its officers, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it in any way.

Separation of Insureds

Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Waiver of Subrogation

Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this agreement. Insurer shall endorse CGL policy as required to waive subrogation against the City with respect to any loss paid under the policy.

Endorsements

A policy form or endorsement is required confirming coverage for all required additional insureds. The endorsement for CGL shall be at least as broad as the unmodified ISO additional insured endorsement CG 20 10 11/85 or substitute forms providing additional insured coverage for products and completed operations.

A waiver of subrogation in favor of City shall be endorsed to the policy using an unmodified Waiver of Transfer of Rights of Recovery of Others to Us ISO CG 24 04 05 09, or a substitute form providing equivalent coverage.

If any underground work will be performed, Contractor shall maintain electronic data liability insurance applicable to the Project and insuring against liability arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data. This coverage shall be maintained with a limit of liability of not less than \$1,000,000 and provide coverage at least as broad as electronic data liability coverage form CG 04 37 (or substitute form providing equivalent coverage).

Business Automobile Liability

Minimum Limits of Insurance

\$1,000,000 Combined Single Limit per accident for bodily injury and property damage or the limit customarily carried by Contractor, whichever is greater. No aggregate limit may apply. Coverage may be combined with Excess/Umbrella Liability coverage to meet the required limit.

Coverage Form

Coverage shall be at least as broad as the unmodified Insurance Services Office (ISO) Business Automobile Coverage form CA 00 01 10/13, CA 00 25 10/13, CA 00 20 10/13 or substitute form providing equivalent coverage. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-



owned autos).

Pollution liability coverage at least as broad as that provided under the ISO pollution liability—broadened coverage for covered autos endorsement (CA 99 48) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached for all contracts involving transportation of “hazardous material” as this term is defined by applicable law, including, but not limited to, waste, asbestos, fungi, bacteria and mold.

Additional Insured

City, its officers, agents, employees, and volunteers are to be included as insureds with respect to damages and defense arising from the ownership, maintenance or use of automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, employees, or volunteers. Additional insured status for City shall apply until the expiration of time within which a claimant can bring suit per applicable state law.

Endorsements

A policy endorsement is required listing all required additional insureds. The endorsement for Business Automobile Liability shall be at least as broad as the unmodified ISO CA 20 48 10/13 or a substitute form confirming City’s insured status for Liability Coverage under the Who Is An Insured Provision contained in Section II of the coverage form ISO CA 00 01 10/13.

Workers’ Compensation and Employer’s Liability

Contractor shall carry and maintain workers’ compensation and employer’s liability insurance as required by NRS 616B.627 or provide proof that compliance with the provisions of Nevada Revised Statutes Chapters 616A-D and all other related chapters is not required. It is understood and agreed that there shall be no coverage provided for Contractor or any Subcontractor of the Contractor by the City. Contractor agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the City to make any payment under this Agreement to provide City with a certificate issued by an insurer in accordance with NRS 616B.627 and with a certificate of an insurer showing coverage pursuant to NRS 617.210.

It is further understood and agreed by and between City and Contractor that Contractor shall procure, pay for and maintain the above mentioned coverage at Contractor's sole cost and expense.

Should Contractor be self-funded for workers’ compensation and employer’s liability insurance, Contractor shall so notify City in writing prior to the signing of this Contract. City reserves the right to approve said retentions, and may request additional documentation, financial or otherwise, for review prior to the signing of this Contract.

Nevada law allows the following to reject workers’ compensation coverage if they do not use employees or subcontractors in the performance of work under the contract:

- Sole proprietors (NRS 616B.627 and NRS 617.210)
- Unpaid officers of quasi-public, private or nonprofit corporations (NRS 616B.624 and NRS 617.207)
- Unpaid managers of limited liability companies (NRS 616B.624 and NRS 617.207)



- An officer or manager of a corporation or limited liability company who owns the corporation or company (NRS 616B.624 and NRS617.207)

If a contractor has rejected workers' compensation coverage under applicable Nevada law, the contractor must indicate the basis for the rejection of coverage and complete, sign and have notarized an Affidavit of Rejection of Coverage. The Affidavit must be completed, signed and notarized prior to performance of any work.

Minimum Limits of Insurance

Workers' Compensation:	Statutory Limits
Employer's Liability:	\$1,000,000 Bodily Injury by Accident – Each Accident
	\$1,000,000 Bodily Injury by Disease – Each Employee
	\$1,000,000 Bodily Injury by Disease – Policy Limit

Coverage Form

Coverage shall be at least as broad as the unmodified National Council on Compensation Insurance (NCCI) Workers Compensation and Employer's Liability coverage form WC 00 00 07/11 or substitute form providing equivalent coverage.

OTHER INSURANCE COVERAGES (IF APPLICABLE)

Professional Liability Insurance (if Applicable) \$1,000,000 per occurrence limits of liability or whatever limit is customarily carried by the Contractor, whichever is greater, for design, design-build or any type of professional services with a minimum of three (3) years reporting of claims following completion of the project.

Contractors Pollution Liability Insurance (If Applicable)- \$1,000,000 per occurrence and \$2,000,000 aggregate or whatever amount is acceptable to the City for any exposure to "hazardous materials" as this term is defined in applicable law, including but not limited to waste, asbestos, fungi, bacterial or mold.

Lower tier sub-subcontractors, Truckers, Suppliers: Evidence confirming lower tier subcontractors, truckers and suppliers are maintaining valid insurance prior to beginning work on the project to meet the requirements set forth herein on Subcontractor, including but not limited to all additional insured requirements of Subcontractor.

ALL COVERAGES

Coverage shall not be suspended, voided, canceled, or non-renewed by either CONTRACTOR or by the insurer, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to CITY except for ten (10) days' notice for nonpayment of premium.

OTHER INSURANCE PROVISIONS

Should City and Contractor agree that higher coverage limits are needed warranting a project policy, project coverage shall be purchased and the premium for limits exceeding the above amount may be borne by City.



City retains the option to purchase project insurance through Contractor's insurer or its own source.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officers, agents, employees, or volunteers.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-VII and acceptable to the City. City, with the approval of the Risk Manager, may accept coverage with carriers having lower Best's ratings upon review of financial information concerning Contractor and insurance carrier. City reserves the right to require that Contractor's insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

VERIFICATION OF COVERAGE

Contractor shall furnish City with certificates of insurance and with original endorsements affecting coverage required by this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Prior to the start of any Work, Contractor must provide the following documents to City of Sparks, Attention: Purchasing Division, P.O. Box 857, Sparks, NV 89432-0857:

- A. Certificate of Insurance.** Contractor must provide a Certificate of Insurance form to the City of Sparks to evidence the insurance policies and coverage required of Contractor.

- B. Additional Insured Endorsements.** An original Additional Insured Endorsement, signed by an authorized insurance company representative, must be submitted to the City of Sparks, by attachment to the Certificate of Insurance, to evidence the endorsement of the City of Sparks as additional insured.

- C. Policy Cancellation Endorsement.** Except for ten (10) days' notice for non-payment of premium, each insurance policy shall be endorsed to specify that without thirty (30) days prior written notice to the City of Sparks, the policy shall not be suspended, voided, cancelled or non-renewed, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address specified above. A copy of this signed endorsement must be attached to the Certificate of Insurance.

- D. Bonds (as Applicable).** Bonds as required and/or defined in the original bid documents.

All certificates and endorsements are to be addressed to the City of Sparks, Purchasing Division and be received and approved by City before work commences. The City reserves the right to require complete certified copies of all required insurance policies at any time.

SUBCONTRACTORS

Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to



all of the requirements stated herein.

MISCELLANEOUS CONDITIONS

1. Contractor shall be responsible for and remedy all damage or loss to any property, including property of City, caused in whole or in part by Contractor, any Subcontractor, or anyone employed, directed, or supervised by Contractor.
2. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Subcontractors under it.
3. In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option:
 - a. Purchase such insurance to cover any risk for which City may be liable through the operations of Contractor under this Agreement and deduct or retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - b. Order Contractor to stop work under this Agreement and/or withhold any payments which become due Contractor here under until Contractor demonstrates compliance with the requirements hereof; or,
 - c. Terminate the Agreement.

15. Material Breach of Contract:

In the event Contractor fails to deliver the product and services as contracted for herein, to the satisfaction of the City of Sparks or otherwise fails to perform any provisions of this Contract, the City, after providing five (5) days written notice and Contractor's failure to cure such breach, may without waiving any other remedy, make good the deficiencies and deduct the actual cost of providing alternative products and/or services from payment due the Contractor. Non-performance after the first notice of non-performance shall be considered a material breach of contract.

16. Force Majeure:

Neither party to the Contract shall be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control. City may terminate the Contract upon written notice after determining such delay or default will reasonably prevent successful performance of the Contract.

17. Termination:

The City may terminate the Contract for material breach of contract upon ten (10) days written notice and recover all damages, deducting any amount still due the Contractor from damages owed to the City, or seek other remedy including action against all bonds. The Contractor may terminate the Contract for material breach of contract upon thirty (30) days written notice to the City.

18. Assignment:

All of the terms, conditions and provisions of this Contract, and any amendments thereto, shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns. The Contractor shall not assign this Contract without the written consent of the City which will not be



unreasonably withheld.

19. Entire Contract:

This Contract constitutes the entire agreement of the parties and shall supersede all prior offers, negotiations, agreements and contracts whether written or oral. Any modifications to the terms and conditions of this Contract must be in writing and signed by both parties.

20. Severability:

If any part of this Contract is found to be void it will not affect the validity of the remaining terms of this Contract which will remain in full force and effect.

21. Headings:

Paragraph titles or captions contained in this Contract are inserted only as a matter of convenience and for reference only, and in no way define, limit, extend, or describe the scope of this Contract or the intent of any provision herein.

22. Singular Includes the Plural; Gender; Title Reference:

Whenever the singular number is used in this Contract and when required by the context, the same shall include the plural, and the use of any gender, be it masculine, feminine or neuter, shall include all of the genders, and the word "person" or "entity" shall include corporation, firm, partnership, or any other combination or association.

The use of the title "Bidder", "Vendor", "Contractor" or "Consultant" within this contract or associated bid document shall be deemed interchangeable and shall refer to the person or entity with whom the City of Sparks is contracting for the service or product referenced within this contract.

23. Execution:

The parties agree to execute such additional documents and to take such additional actions as are reasonably necessary or desirable to carry out the purposes hereof. They also agree, acknowledge and represent that all corporate authorizations have been obtained for the execution of this Contract and for the compliance with each and every term hereof. Each undersigned officer, representative or employee represents that he or she has the authority to execute this Contract on behalf of the party for whom he or she is signing.

THIS SPACE LEFT INTENTIONALLY BLANK



IN WITNESS WHEREOF, the City of Sparks has caused this Contract to be executed by its officers thereunto duly authorized and the Consultant has subscribed same, all on the day and year first above written.

(Contractor)

CITY OF SPARKS, NEVADA
A Municipal Corporation

By: _____

By: _____
Geno R. Martini, Mayor

(Title)

APPROVED AS TO FORM

ATTEST:

City Attorney

Teresa Gardner, City Clerk



Attachment A

Scope per City of Sparks Request for Informal Quotes for the referenced project. Pricing per written submittal provided by Koch Elevator (attached).

**INFORMAL QUOTE
C STREET THEATER GARAGE ELEVATOR CAB RETROFIT PROJECT**

Contractor: KOCH ELEVATOR Name of Authorized Representative: MIKE KOCH Title: PRES.

Mike Koch

Digitally signed by Mike Koch
DN: cn=Mike Koch, o=Koch Elevator Co.,
ou, email=mike@kochelevator.com,
c=US
Date: 2018.03.09 08:00:23 -08'00'

SIGNATURE of Authorized Representative: _____ Date: _____
[An authorized representative of the Contractor shall sign this form in space provided. An unsigned quote may be disqualified.]

ADDRESS: 561 SUNSHINE LN. CITY: RENO STATE: NV ZIP: 89502

Telephone Number(s): Office Number: (775) 323-8822 Facsimile Number: (775) 351-1516

Is Contractor a Corporation? YES [] NO

Federal Tax Identification Number # 42-1562796

CONTRACTOR'S LICENSE #: 54884 Expiration Date: 11/2018

License limitations \$ 750,000.00

Contractor qualified by State Contractors Board Yes [] No

City of Sparks Business License No. (Required if awarded): S070409A-LIC

**ONE (1) COMPLETE ORIGINAL OF THE INFORMAL QUOTE SCHEDULE and ANY ADDENDUM(s)
MUST BE DELIVERED, EMAILED, OR FAXED TO THE
COMMUNITY SERVICES DEPARTMENT
AT 431 PRATER WAY, SPARKS, NV
BY 10:00 A.M. ON MARCH 9, 2018,
ATTN: ROBERT BIDART, P.E.
(775) 353-1688 PHONE, (775) 353-1635 FAX, EMAIL: rbidart@cityofsparks.us**

There will be a mandatory pre-quote meeting at C Street Theater Garage (1150 Victorian Avenue, Sparks, NV 89431) on Friday, February 23 at 11:00 AM. The meeting will begin on the first floor of the C Street Theater Garage.

The Contractor declares that they have carefully examined the specifications, the forms of this Informal Quote Proposal, and agrees that if this proposal is accepted, they will contract with the City of Sparks in the State of Nevada, at their own cost and expense, to do all the work and/or furnish all material and/or services necessary to completely perform said Contract in the manner and time prescribed and in accordance with and subject to all applicable laws of the State of Nevada and that they will take in full payment therefore, the following unit prices:

F.O.B.: DESTINATION SITE SPARKS, NEVADA - PREPAID

**INFORMAL QUOTE
C STREET THEATER GARAGE ELEVATOR CAB RETROFIT PROJECT**

Contractor: KOCH ELEV Name of Authorized Representative: MIKE KOCH
 Title: PRES.

SIGNATURE of Authorized Representative: Mike Koch
 Date: _____

Digitally signed by Mike Koch
 DN: cn=Mike Koch, o=Koch Elevator Co.,
 ou, email=mike@kochelevator.com,
 c=US
 Date: 2018.03.09 07:59:47 -08'00'

[An authorized representative of the Contractor shall sign this form in space provided. An unsigned quote may be disqualified.]

SCOPE OF WORK

The scope of work includes the remodeling of the two (2) existing elevator cabs within the City of Sparks C Street Theater Garage, and all incidentals necessary to complete the project per attached material specifications as a turn key project. The project location is at the City of Sparks C Street Theater Garage, 1150 Victorian Avenue, Sparks NV 89431.

BASE QUOTE					
Item No.	Quantity	Unit	Description	Unit Price	Total Price
1	1	LS	Removal and disposal materials on existing elevator cabs, per lump sum.	\$13,000 /LS	\$ 13,000.00
2	1	LS	Remodel of existing elevator cabs per scope and all code and specification requirements, per lump sum.	\$ 76,300 /LS	\$ 76,300.00
3	FA	FA	Force account – Work as Authorized by the Engineer.	\$1,500.00	<u>\$1,500.00</u>

TOTAL BASE QUOTE \$ 90,800.00

(Written amount) EIGHTY-NINE THOUSAND, THREE HUNDRED AND 00/100.....DOLLARS

City of Sparks reserves the right and privilege to accept or reject any or all quotes or parts thereof, based solely on the judgment of representatives of the City of Sparks.

INFORMAL QUOTE
C STREET THEATER GARAGE ELEVATOR CAB RETROFIT PROJECT

Unless indicated otherwise within the specific quote item as described in this section, the Engineer's estimated quantity as contained in the quote schedule shall be the final pay quantity. For quote items measured in lineal feet, the quantities are estimated by taking the horizontal projected lengths. For quote items measured in square feet, the quantities are estimated by taking the horizontal projected areas.

The Engineer's estimated quantity, as contained in the quote schedule, is based on the details and dimensions shown on the plans, and no guarantee is made that the quantity, which can be determined by measurements and computations, will equal the estimated quantity. No allowance will be made in the event that the quantity based on measurements and computations does not equal the estimated quantity.

BASE QUOTE CLARIFICATIONS:

Item 1 – Demolition and disposal of existing elevator cabs

This item shall include all labor, materials, supplies, equipment, services and other incidentals necessary for the removal and disposal of the interior ceiling and wall interior finishings, flooring, subflooring, and rear shell glass panel of the existing two (2) elevator cabs and all necessary incidentals within the City of Sparks C Street Theater Garage. Payment will be on a per lump sum basis.

Item 2 – Remodel of existing elevator cabs

This item shall include all labor, materials, supplies, equipment, services and other incidentals necessary for furnishing and installing new rear shell panel, subflooring, interior wall finishings, flooring, and ceiling with lighting on the two (2) existing elevator cabs, and all incidentals including furnishing twisted shield-pair traveler cables and installation of cables and two (2) owner provided cameras within the City of Sparks C Street Theater Garage, complete in place, per the attached specifications and material cut sheets. Contractor shall coordinate and submit any prior material approvals/testing and permit requirements with the State for the retrofit of the elevator. Permit fees shall be paid for by the City if required. Payment will be on a per lump sum.

Item 3 – Force Account

A force account has been established for this project and shall be included in each quote. The force account will be utilized only as necessary for extra work authorized and approved in advance by the City of Sparks project manager.

**INFORMAL QUOTE
C STREET THEATER GARAGE ELEVATOR CAB RETROFIT PROJECT**

LOCATION AND GENERAL CONDITIONS

The project is located in the City of Sparks at the C Street Theater Garage, 1150 Victorian Avenue, Sparks NV 89431. The garage will remain open during construction. The contractor shall maintain a clean and organized work area. There are no Bonds required for this project.

TIME SCHEDULE

Work hours will be restricted to 7:00 AM to 6:00 PM Monday – Friday for this project. Project shall be completed no later than July 1, 2018.

SPECIFICATIONS

The following is the scope of the remodel of the two (2) elevator cabs:

1. Contractor shall coordinate and submit any prior material approvals/testing and permit requirements with the State. Final price shall include all testing, certifications and permit.
2. Remove, dispose, and replace the rear shell glass panels walls of the elevators.
3. Remove and dispose existing flooring of cabs.
4. Remove and dispose existing subflooring of cabs.
5. Furnish and install new subflooring materials of cabs. Contractor shall receive prior approval from state for any all submittal and testing requirements for material.
6. Furnish and install flooring with rubber flooring Norament 925 raised-access floors for extremely heavy traffic area, with classical round pastille, one-coloured (see attached cutsheet). Contractor shall receive prior approval from state for any all submittal and testing requirements for material.
7. Furnish and install interior finish wall panels with rigidized Metals 5WL Stainless Steel applied to 5/8" fire rated particle board (see attached cutsheet). Contractor shall receive prior approval from state for any all submittal and testing requirements for material. Contractor shall receive prior approval from state any submittal and testing requirements for material.
8. Furnish and install ceiling with brushed Stainless Steel 20 gauge with Man-D-tec trifecta LED 6 with a power supply dimmer control and ability to install camera. Contractor shall receive prior approval from state for any all submittal and testing requirements for material.
9. Furnish and install 2" round brushed stainless steel handrails. Contractor shall receive prior approval from state any submittal and testing requirements for material.
10. Furnish and install Category traveler cables for two (2) IP cameras to be installed inside of elevator car. Cameras are supplied by City and Contractor shall install.
11. Contractor shall perform and pass any commissioning requirements from state and other agencies.

Technical data

norament®

Properties acc. to EN 1817/EN 12 199	Test method	Requirements	Average test results from running production													
			925	925 granito 925 marino 925 light 925 terra	825	986 laser	986 core 986 metro	926 xl	992 992 grano	923 923 grano	928 xl	928 xl grano 928 xl light	927 xl grano	945 grano		
Thickness	EN 428	Mean value ± 0.20 mm of nominal value EN 12 159 Mean value ± 0.15 mm of nominal value EN 1817	4 mm		3.2 mm (Art. 1902)		3.5 mm (mehc)	354-4 mm 379-1968 ±5 mm	9 mm (Art. 1956)	4 mm (Art. 354)	4 mm					
Dimensional stability	EN 434	± 0.4 %	± 0.3 %													
Tear strength	ISO 34-1 method B, procedure A	Mean value ≥ 20 N/mm	38 N/mm	38 N/mm	40 N/mm	45 N/mm	38 N/mm	40 N/mm	40 N/mm	50 N/mm	40 N/mm	40 N/mm	40 N/mm	40 N/mm	38 N/mm	
Cigarette-burn resistance	EN 1399	Procedure A (stubbled out) level ≥ 4 Procedure B (burning) level ≥ 3	fulfilled			-	-	fulfilled								
Flexibility	EN 435, procedure A	Mandrel diameter 20 mm, no fissuring	fulfilled													
Hardness	ISO 7619	≥ 75 Shore A	85 Shore A	85 Shore A	88 Shore A	92 Shore A	85 Shore A	80 Shore A	72 Shore A	93 Shore A	81 Shore A	81 Shore A	86 Shore A	84 Shore A		
Residual indentation	EN 433	Mean value ≤ 0.25 mm at thickness ≥ 3.0 mm Mean value ≤ 0.20 mm at thickness ≤ 3.0 mm	0.15 mm	0.15 mm	0.15 mm	0.10 mm	0.15 mm	0.20 mm	0.30 mm	0.15 mm	0.15 mm	0.15 mm	0.10 mm	0.20 mm		
Abrasion resistance at 5 N load	ISO 4649, procedure A	≤ 250 mm ³	115 mm ³	115 mm ³	140 mm ³	110 mm ³	115 mm ³	115 mm ³	90 mm ³	125 mm ³	105 mm ³	105 mm ³	90 mm ³	115 mm ³		
Colour fastness to artificial light	EN 20 105 B02, procedure 3, test conditions 6.1 a)	at least level 6 on the blue scale level ≥ 3 on the grey scale (= 350 MJ/m ²)	grey scale ≥ level 3 acc. to EN 20 105 A02													

Additional technical properties

Classification	EN 685	Residential	21 - 23	21 - 23	21 - 23	21 - 23	21 - 23	21 - 23	21 - 23	21 - 23	21 - 23	21 - 23	21 - 23	21 - 23	21 - 23	21 - 23
		Commercial	31 - 34	31 - 34	31 - 32	31 - 34	31 - 34	31 - 34	31 - 34	31 - 34	31 - 34	31 - 34	31 - 34	31 - 34	31 - 34	31 - 34
Fire behaviour	DIN 4102	B1	B1	B1	B1	B1	B1	B1	B2	B1	B1	B1	B2	B1	B1	B1
	EN 13 501-1	Cp+1	Cp+1	Cp+1	Cp+1	Cp+1	Cp+1	Cp+1	Cp+2	Cp+1	Cp+1	Cp+1	Cp+2	Cp+1	Cp+2	Cp+1
Toxicity of fire gases	DN 53 436	-	-	-	-	-	-	-	-	-	-	-	-	-	-	carbonisation gases are non-toxic
Anti-slip properties	DIN 51 130	according BGR 181	R 9	R 9 strada-R 10	R 9	R 10	R 9 metro-R 10	R 9 196B-R 10	R 9	R 9	R 9	R 9	R 9	R 9	R 9	R 9
Slip resistance properties in bare-foot areas affected by humidity	DIN 51 097	as per grading class	A, B, C	strada: A, B	-	-	-	-	-	-	-	-	-	-	-	-
Improvement in footfall sound absorption	ISO 140-8		12 dB	10 dB	1902-9 dB 1910-6 dB	8 dB	8 dB	354-12 dB 379-1968 -15 dB	15 dB	354-12 dB 1880- 10 dB	12 dB	10 dB	10 dB	10 dB	18 dB	
Effect of chemicals	EN 423	resistant depending on concentration and time of exposure*														
Thermal conductivity	DIN 52 012	0.39 W/mK 0.35 W/mK 0.43 W/mK 0.40 W/mK 0.35 W/mK 0.42 W/mK 0.21 W/mK 0.53 W/mK 0.40 W/mK 0.40 W/mK 0.56 W/mK -														
Electrical insulation properties	IEC 60093 VDE 0303 130	> 10 ⁹ Ohm > 10 ⁷ Ohm > 10 ⁹ Ohm > 10 ⁹ Ohm > 10 ⁹ Ohm 10 ¹⁰ Ohm > 10 ⁹ Ohm > 10 ⁹ Ohm electrical behaviour see below > 10 ⁹ Ohm														
Electrical propensity when walked upon	EN 1815	antistatic, charging in case of rubber soles < 2 kV antistatic, charging in case of rubber soles < 1 kV antistatic < 2 kV														
Effect of a castor chair	EN 425	suitable if castor wheels, type W, according to EN 12 529 are used														

Electrical behaviour **

Resistance to EPA ground	ESD SIM 7.1-2001	measuring the installed floor at 23 °C (± 2 °C) and ≥ 25 % r.h.	-	-	-	-	-	-	-	-	-	-	-	-	10 ⁹ - 9 x 10 ⁹ Ohm	< 10 ⁹ Ohm	-
		measuring the installed floor at 23 °C (± 2 °C) and < 25 % r.h., installed on an appropriate subfloor build up	-	-	-	-	-	-	-	-	-	-	-	-	-	10 ⁹ - 10 ¹⁰ Ohm***	< 10 ⁹ Ohm
Operator system - Resistance to ground	ESD SIM 97.1-1999	for the system floor/ conductive footwear (R < 5 x 10 ⁹ Ohm)	-	-	-	-	-	-	-	-	-	-	-	-	≤ 3.5 x 10 ⁹ Ohm	< 3.5 x 10 ⁹ Ohm	-
Body voltage generation	ESD SIM 97.2-1999	tested with defined conductive footwear with 21 °C and 20 % r.h.	-	-	-	-	-	-	-	-	-	-	-	-	< 10 V	< 10 V	-
Resistance to EPA ground	IEC 61340-4-1:2003	measuring the installed floor at 23 °C (± 2 °C) and ≥ 25 % r.h.	-	-	-	-	-	-	-	-	-	-	-	-	10 ⁹ - 9 x 10 ⁹ Ohm	< 10 ⁹ Ohm	-
		measuring the installed floor at 23 °C (± 2 °C) and < 25 % r.h., installed on an appropriate subfloor build up	-	-	-	-	-	-	-	-	-	-	-	-	-	10 ⁹ - 10 ¹⁰ Ohm***	< 10 ⁹ Ohm
Resistance to EPA ground	IEC 61340-5-1:2001 table 1, note 2	for the system floor/ conductive footwear (R < 5 x 10 ⁹ Ohm)	-	-	-	-	-	-	-	-	-	-	-	-	≤ 3.5 x 10 ⁹ Ohm	< 3.5 x 10 ⁹ Ohm	-
Resistance to earth	EN 1081:1998		-	-	-	-	-	-	-	-	-	-	-	-	10 ⁹ - 9 x 10 ⁹ Ohm	< 10 ⁹ Ohm	-
Insulation resistance	VDE 0100 / 1.610 / CENELEC HD 384 6.61 52:2003		-	-	-	-	-	-	-	-	-	-	-	-	≥ 5 x 10 ⁹ Ohm	-	-
Resistance to ground	ASTM F 150:1998		-	-	-	-	-	-	-	-	-	-	-	-	10 ⁹ - 10 ¹⁰ Ohm	< 10 ⁹ Ohm	-
Surface resistance	(100 V and 500 V-)		-	-	-	-	-	-	-	-	-	-	-	-	10 ⁹ - 5 x 10 ⁹ Ohm	< 10 ⁹ Ohm	-

** In case of increased impact of oils, grease, acids, alkalis and other aggressive chemicals please contact us.

** If installed electrically dissipative and conductive in conformity with our installation instructions and according to the recommendations of the adhesive manufacturer.

** The used adhesive has to have a maximum resistance of R < 5 x 10⁹ Ohm according to EN 13 815.

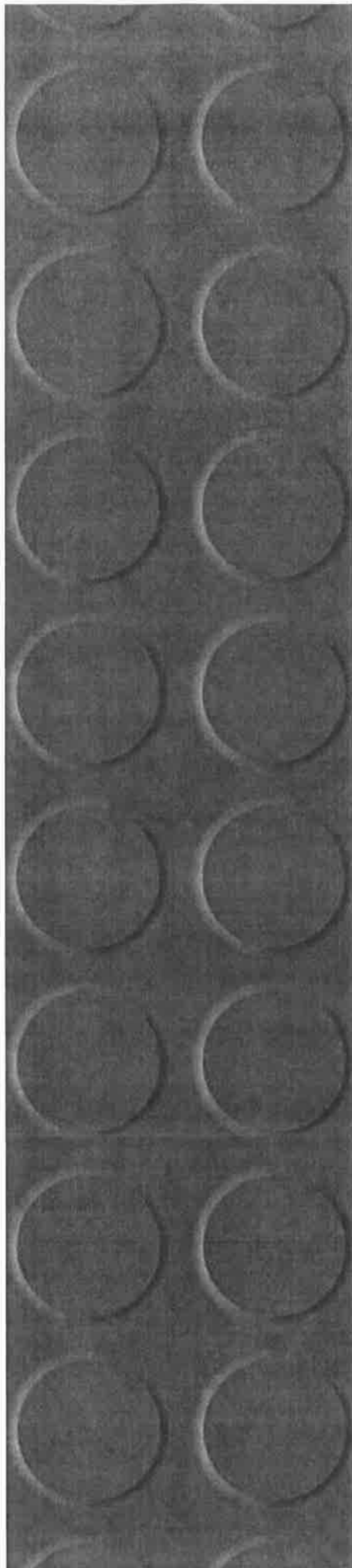
** In extremely low humidity values (< 25 % relative air humidity (r.h.)) as expected for a longer period, please contact Resilience Building Systems, Technical Service, for advice.

Color differences due to different production batches as well as technical alterations to improve the product have to be accepted.

EN 1317: Specification for homogeneous and heterogeneous smooth elastomer floorcoverings.

EN 12137: Specification for homogeneous and heterogeneous carpeted elastomer floorcoverings.

norament® 925



**Rubber floorings
for extremely heavy traffic areas,
with classical round pastille,
one-coloured**

norament® 925



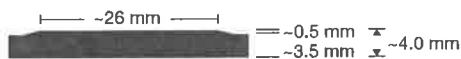
♣ 20

Art. 925/354

□ ~ 1002 mm x 1002 mm

nora® profile connection dimension: E + U

norament® 925 for raised-access floors



♣ 2: 0702, 0749

Art. 925/1882

□ ~ 610 mm x 610 mm

Norament 925 is only deliverable in these two colours.

Please note

For grid dimension 600 mm x 600 mm.
Article 925/1882 is not suitable for installation
on large areas.

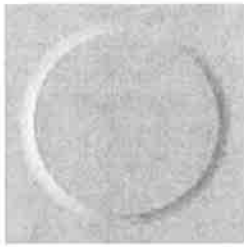
These colours are also available in the following special floorings:

- ⚡ **norament® 928 al**
electrostatically dissipative
- 🔥 **norament® 926 xi**
largely resistant to oils and greases
- 🔥 **norament® 923**
for special fire-protection requirements

norament® stairtreads

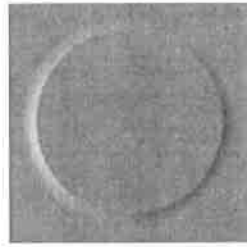
┌ Colours marked with this symbol are
also available as **norament® 925**
stairtread.

○ = Price category



III

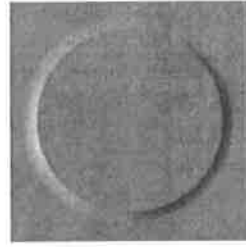
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II



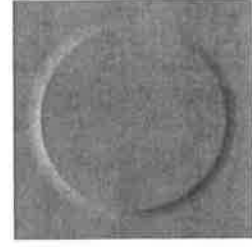
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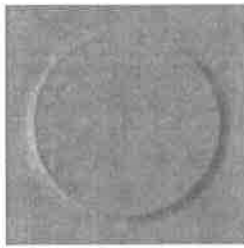


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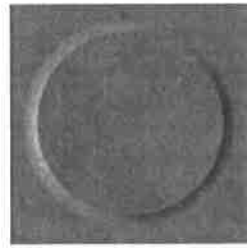
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IV

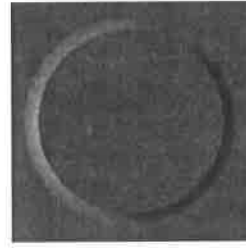
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II



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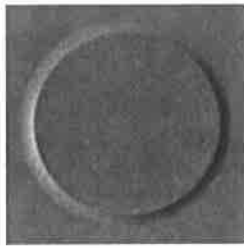


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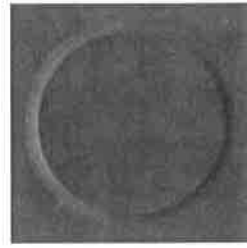
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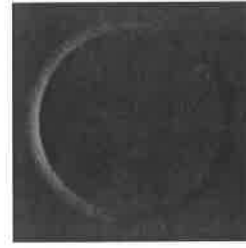
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III



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II



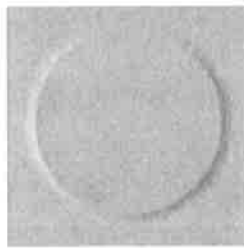
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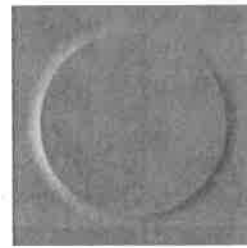


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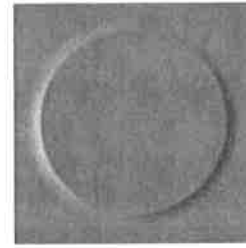
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II

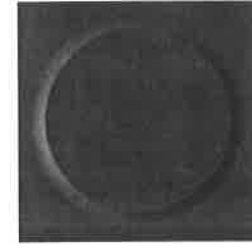
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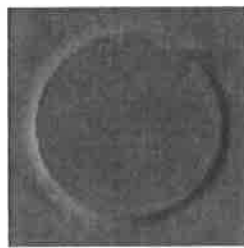


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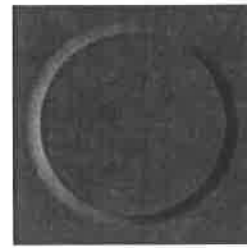
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IV

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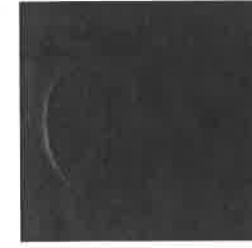
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II



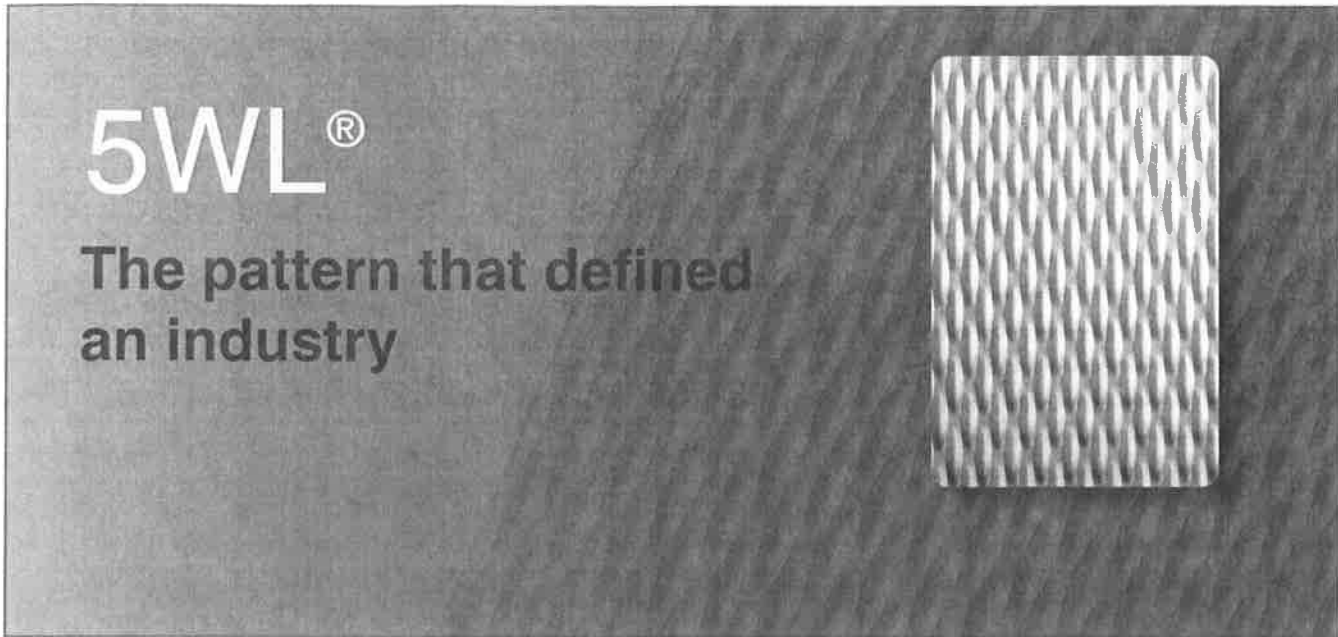
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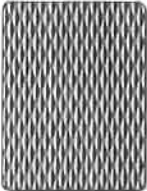
Rigidized[®] Metals 5WL[®]: Popular and Hard Working Since 1940

The Classic

Rigidized[®] Metals' 5WL[®] is the original pattern of the Rigidized[®] Metals Corporation. The first of its kind, the new, deep textured pattern provided strength, durability, and beauty to stainless steel and other metals, including aluminum, copper and carbon steel - and continues to do so, today.

The woven fabric look of the deep textured surface softens glare, hides scratches, and reduces friction, thus making it the most popular pattern among architects, designers and engineers specifying Rigidized[®] metal surfaces.

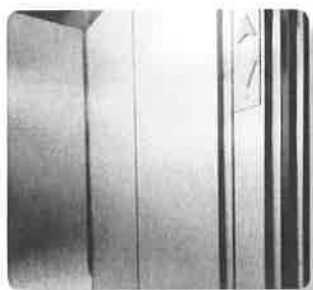
Available in a variety of widths, lengths and gauges, pattern 5WL[®], as well as all other Rigidized[®] Metals deep-textured patterns, can be customized to suit any application.

Image	Pattern	Width	Stainless Steel Thickness	Other Metal Thickness
	5WL [®]	36"/48"/60"	0.018"-0.075"	0.008"-0.075"

Standing the Test of Time

The Rigidized[®] Metals 5WL[®] pattern defined textured metal, opening the door to dozens of additional patterns and fabrication solutions for a wide variety of metal applications.

From 1940 to today, common applications for the 5WL[®] pattern have ranged from functionality and durability in industrial, transportation and food processing to aesthetically pleasing and low maintenance in architecture and design. Additional applications include column covers, chutes, awnings and machine components.



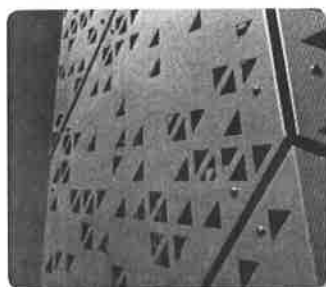
Elevator Interiors



Industrial



Partitions



Architectural



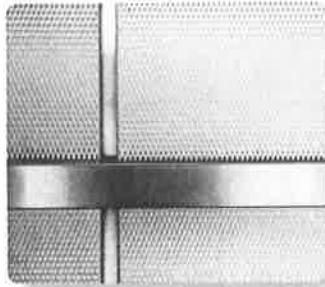
1960s Sunshade



Exterior Facades



Transportation



Interior Panels



Commercial Coolers

For samples of 5WL[®], and all Rigidized[®] Metals patterns, please call 716-849-4760.

Rigidized[®] Metals Corporation | 658 Ohio Street | Buffalo, New York 14203 | USA
 TOLL FREE 800.836.2580 | P 716.849.4760 | FAX 716.849.0401 | www.rigidized.com

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Metals Textured Include:
 Stainless Steel, Copper, Aluminum, Brass,
 Titanium, Bronze, Steel, Perforated,
 Galvanized and Galvannealed



ADDENDUM #1

**C STREET THEATER GARAGE ELEVATOR CAB RETROFIT PROJECT
PROGRAM 18-8500**

QUOTES DUE NO LATER THAN: 10:00 AM ON FRIDAY, MARCH 9, 2018

This addendum is to notify all potential proposers of clarifications and modifications made to the Quote Package documents as stated below.

CLARIFICATIONS:

1. FINAL SUBMITTAL FOR REQUESTS FOR INFORMATION FROM QUOTERS PRIOR TO QUOTE:

Any and all requests for information shall be submitted prior to end of business day on Thursday, March 1, 2018 by email to rbidart@cityofsparks.us.

Please note and adjust your quote according to the revisions, additions, deletions, clarifications or modifications as presented on this Addendum #1 as part of this quote. ALL ADDENDA SHOULD BE SIGNED AND ATTACHED TO QUOTE.

KOCH ELEVATOR CO.
CONTRACTOR BUSINESS NAME

X _____
Authorized Signature

Printed Name of Person Signing

**Mike
Koch**

Digitally signed by Mike Koch
DN: cn=Mike Koch, o=Koch
Elevator Co., ou,
email=mike@kochelevator.com
, c=US
Date: 2018.03.09 07:54:21
-08'00'