



## STAFF REPORT

**Report To:** Board of Supervisors

**Meeting Date:**

**Staff Contact:** Carol Akers, Purchasing & Contracts Administrator and Darren Schulz, Public Works Director

**Agenda Title:** For Possible Action: Discussion and possible action regarding a determination that Specialized Elevator Services Holding, LLC dba Koch Elevator (“Koch”) is the lowest responsive and responsible bidder pursuant to Nevada Revised Statutes (“NRS”) Chapter 338, and whether to award Contract No. 23300228 for the Public Safety Complex Elevator Upgrades Project (“Project”) to Koch for a total amount not to exceed \$357,681.50. (Carol Akers, cakers@carson.org and Randall Rice, rrice@carson.org)

Staff Summary: The Project consists of upgrades to the existing elevators at the Public Safety Complex, two elevators located in the main courthouse building and one located in the jail portion of the building. The not to exceed amount of \$357,681.50 comprises the base bid amount of \$325,165, plus a 10% contingency of \$32,516.50. The engineer’s base bid estimate for the Project was \$330,000. The Project was approved as part of the Fiscal Year (“FY”) 2022 and 2023 Capital Improvement Plan (“CIP”).

**Agenda Action:** Formal Action / Motion

**Time Requested:** Consent

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### **Proposed Motion**

I move to approve the contract as presented and authorize the Public Works Director to approve expenditure of the 10 percent contingency, if necessary.

### **Board's Strategic Goal**

Sustainable Infrastructure

### **Previous Action**

May 19, 2022 – (Item 17.A) - The Board of Supervisors approved the final budget for FY 2023, including the CIP.

May 20, 2021 – (Item 15.B) - The Board of Supervisors approved the final budget for FY 2022, including the CIP.

### **Background/Issues & Analysis**

The Project includes upgrades to the existing elevators at the Public Safety Complex, two elevators located in the main courthouse building and one located in the jail portion of the building. The Contract work will include the design and installation for the complete modernization of the hydraulic passenger elevators as well as the operational control systems, their subsystems and mechanical devices.

This Project will conclude the elevator upgrades for all four elevators located at the Public Safety Complex, which were approved as part of the FY 2022 and FY 2023 facility upgrades budget. The first of the four elevator upgrades was completed in January 2022.

A notice to contractors regarding the opportunity to bid on this Project was published in the Reno Gazette Journal and posted on NGEM on February 21, 2023. Two bids were opened at approximately 11:30 a.m. on March 21, 2023, via online Cisco Webex bid opening. Present during the bid opening were: Jason Harrison, Koch; Kim Henson, Enpro Elevator, Inc.; Brian Elder and Kate Allen, Carson City Public Works; and Carol Akers, Carson City Purchasing and Contracts Administrator.

The following bids were received:

Bidder	Base Bid
1. Koch	\$325,165
2. EnPro Elevator, Inc.	\$326,683

Staff recommends award to Koch as the lowest responsive and responsible bidder pursuant to NRS Chapter 338.

**Applicable Statute, Code, Policy, Rule or Regulation**

NRS Chapter 338

**Financial Information**

**Is there a fiscal impact?** Yes

**If yes, account name/number:** Project # P303422220

Extraordinary Maintenance Fund - Capital Improvements Account / 3403034 -507010

Project # P303423217

Capital Projects Fund - Capital Improvements Account / 2101005-507010

**Is it currently budgeted?** Yes

**Explanation of Fiscal Impact:** Account 3403034-507010 will be reduced by a not to exceed amount of \$236,598.50; the available budget is \$264,271. Account 2101005-507010 will be reduced by a not to exceed amount of \$121,083.00; the available budget is \$121,083.00.

**Alternatives**

Do not approve the contract and/or provide alternative direction to staff.

**Attachments:**

[23300228 Bid Tabulation\\_ROA.pdf](#)

[23300228 DRAFT Contract.pdf](#)

**Board Action Taken:**

Motion: _____	1) _____	Aye/Nay
	2) _____	_____
		_____
		_____
		_____

\_\_\_\_\_  
(Vote Recorded By)

**BID# 23300228 Public Safety Complex Elevator Upgrades**

**Date and Time of Bid Opening**

				<b>Specialized Elevator Services Holdings, LLC (Koch Elevator)</b>		<b>EnPro Elevator Inc</b>	
				<b>Total Price</b>	<b>\$325,165.00</b>	<b>Total Price</b>	<b>\$326,683.00</b>
<b>Line #</b>	<b>Description</b>	<b>QTY</b>	<b>UOM</b>	<b>Unit</b>	<b>Extended</b>	<b>Unit</b>	<b>Extended</b>
1.1	Mobilization/Demobilization	1	LS	\$1.00	\$1.00	\$126,000.00	\$126,000.00
1.2	Elevator Improvements For two (2) Existing Courthouse Elevators and one (1) Existing Jail Elevator- This Item Includes All Costs for Design and all State and Local Permitting. The contractor will be responsible for acquiring all permits. All upgrades shall match the recent elevator upgrades completed in 2021-2022 at the same location. See Attachment A for as-builts and equipment brochure.	1	LS	\$325,164.00	\$325,164.00	\$200,683.00	\$200,683.00
<b>Schedule A: Base Bid Items</b>				<b>\$325,165.00</b>		<b>\$326,683.00</b>	

**Carson City is recommending award to Koch Elevator and is tentatively scheduled for approval and award at the April 20, 2023 Board of Supervisors meeting.**

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

**Contract No: 23300228**

**Title: Public Safety Complex Elevator Upgrades Project**

THIS CONTRACT is made and entered into this 20th day of April 2023, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and Specialized Elevator Services Holding, LLC dba Koch Elevator, hereinafter referred to as "CONTRACTOR".

## WITNESSETH:

**WHEREAS**, the Purchasing and Contracts Manager for **CITY** is authorized pursuant to Nevada Revised Statutes (hereinafter referred to as "NRS") 338 and Carson City Purchasing Resolution #1990-R71, to approve and accept this Contract as set forth in and by the following provisions; and

**WHEREAS**, this Contract involves a "public work," which pursuant to NRS 338.010(18) means any project for the new construction, repair or reconstruction of an applicable project financed in whole or in part from public money; and

**WHEREAS, CONTRACTOR'S** compensation under this agreement (does \_\_\_) (does not X) utilize in whole or in part money derived from one or more federal grant funding source(s); and

**WHEREAS**, it is deemed necessary that the services of **CONTRACTOR** for **CONTRACT No. 23300228**, titled **Public Works Corporate Yard Video Enhancement Project** (hereinafter referred to as "Contract") are both necessary and in the best interest of **CITY**; and

**NOW, THEREFORE**, in consideration of the aforesaid premises, and the following terms, conditions and other valuable consideration, the parties mutually agree as follows:

### 1. REQUIRED APPROVAL:

This Contract shall not become effective until and unless approved by the Carson City Board of Supervisors and all required documents are received and signed by all parties.

### 2. SCOPE OF WORK (Incorporated Contract Documents):

2.1 The parties agree that the Scope of Work will be specifically described and hereinafter referred to as the "WORK." This Contract incorporates the following attachments, and a **CONTRACTOR'S** attachment shall not contradict or supersede any **CITY** specifications and/or terms or conditions without written evidence of mutual assent to such change appearing in this Contract:

2.1.1 **CONTRACTOR** agrees that the Contract Documents for Bid No. 23300290 including, but not limited to, the Notice to Contractors, Project Coordination, Instructions to Bidders, Contract Award Information, General Conditions, Special Conditions, Technical Specification, Prevailing Wages, Contract Drawings, and Addenda, if any, are intended to be complete and complementary and are intended to describe a complete WORK. These documents are incorporated herein by reference and made a part of this Contract. All of these documents can be viewed through the Carson City Website <https://www.carson.org/bids>.

2.1.2 **CONTRACTOR** additionally agrees **CONTRACTOR'S** Bid Bond, Bid Proposal, Proposal Summary, Executed Contract, Performance Bond, Labor and Material Bond, Certificate of Eligibility, Insurance Certificates, Permits, Notice of Award, Notice to Proceed and Executed Change Orders, hereinafter all referred to as Exhibit A, are incorporated herein and made a part of this Contract.

For P&C Use Only

CCBL expires	_____
NVCL expires	_____
GL expires	_____
AL expires	_____
WC expires	_____



# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300228

Title: Public Safety Complex Elevator Upgrades Project

## 3. CONTRACT TERM AND LIQUIDATED DAMAGES:

3.1 **CONTRACTOR** agrees to complete the WORK on or before the date specified in the Notice to Proceed or any executed Change Orders to the entire satisfaction of **CITY** before final payment is made, unless sooner termination by either party as specified in **Section 6** (CONTRACT TERMINATION) and the General Conditions, Section GC 3.18.

3.2 Pursuant to the provisions under Time for Completion and Liquidated Damages in the Contract Documents of said Specifications, **CONTRACTOR** will complete the WORK within the Contract time. Since **CITY** and **CONTRACTOR** agree it is difficult to ascertain the actual amount of damages incurred due to delay of the Project, it is agreed that **CITY** will be paid the liquidated damages as specified in the Contract Special Conditions for each and every calendar day of delay in the completion of the WORK, in addition to any direct charges incurred by **CITY** as a result of delay of the Project, including engineering fees and additional damages due to late construction. **CITY** also reserves the right to deduct any amounts due **CITY** from any monies earned by **CONTRACTOR** under this Contract.

3.3 That in the performance of this Contract, **CONTRACTOR** and any subcontractors, as employers, shall pay 1 ½ times an employee's regular wage rate whenever an employee who received compensation for employment at a rate less than 1 ½ time the minimum wage who works more than forty (40) hours in any scheduled work week, more than eight (8) hours in a day, unless by mutual agreement the employee works a scheduled ten (10) hours per day for four (4) calendar days within a work week. Employers should refer to NRS 608.018, NRS 338.020 and A.O. 2013-04 for further details on overtime requirements.

## 4. NOTICE:

4.1 Except the bid and award process where notices may be limited to postings by **CITY** on its Bid Opportunities website ([www.carson.org](http://www.carson.org)), all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail, by regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

4.2 Notice to **CONTRACTOR** shall be addressed to:

Jason Harrison, Branch Manager  
Specialized Elevator Services Holdings LLC, dba Koch Elevator  
561 Sunshine Ln  
Reno, NV 89502  
775-443-8695  
[jason@kochelevator.com](mailto:jason@kochelevator.com)

4.3 Notice to **CITY** shall be addressed to:

Carson City Purchasing and Contracts Department  
Carol Akers, Purchasing and Contracts Administrator  
201 North Carson Street, Suite 2  
Carson City, NV 89701  
775-283-7362 / FAX 775-887-2286  
[CAkers@carson.org](mailto:CAkers@carson.org)

## 5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the WORK specified in the Contract for the Contract Amount of Three Hundred Twenty Five Thousand One Hundred Sixty Five Dollars and 00/100 (\$325,165.00).

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300228

Title: Public Safety Complex Elevator Upgrades Project

5.2 CITY will pay CONTRACTOR progress payments and the final payment computed from the actual quantities of WORK performed and accepted and the materials furnished at the Unit and Lump Sum prices shown on CONTRACTOR'S Bid Proposal and any executed Change Orders.

5.3 Contract Amount represents full and adequate compensation for the complete WORK, and includes the furnishing of all materials, all labor, equipment, tools, transportation, services, appliances, and all expenses, direct or indirect connected with the proper execution of the WORK.

5.4 CITY does not agree to reimburse CONTRACTOR for expenses unless otherwise specified.

## 6. CONTRACT TERMINATION:

### 6.1 Termination Without Cause:

6.1.1 Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

6.1.2 CITY reserves the right to terminate this Contract for convenience whenever it considers termination, in its sole and unfettered discretion, to be in the public interest. In the event that the Contract is terminated in this manner, payment will be made for WORK actually completed. If termination occurs under this provision, in no event shall CONTRACTOR be entitled to anticipated profits on items of WORK not performed as of the effective date of the termination or compensation for any other item, including but not limited to, unabsorbed overhead. CONTRACTOR shall require that all subcontracts which it enters related to this Contract likewise contain a termination for convenience clause which precludes the ability of any subcontractor to make claims against CONTRACTOR for damages due to breach of contract, lost profit on items of WORK not performed, or unabsorbed overhead, in the event of a convenience termination.

### 6.2 Termination for Nonappropriation:

6.2.1 All payments and WORK provided under this Contract are contingent upon the availability of the necessary public funding, which may include various internal and external sources. In the event that Carson City does not acquire and appropriate the funding necessary to perform in accordance with the terms of the Contract, the Contract shall automatically terminate upon CITY'S notice to CONTRACTOR of such nonappropriation, and no claim or cause of action may be based upon any such nonappropriation.

### 6.3 Cause Termination for Default or Breach:

6.3.1 A default or breach may be declared with or without termination.

6.3.2 This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

6.3.2.1 If CONTRACTOR fails to provide or satisfactorily perform any of the conditions, WORK, deliverables, goods, or any services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

6.3.2.2 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 CONTRACTOR to provide the goods or WORK or any services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300228

Title: Public Safety Complex Elevator Upgrades Project

6.3.2.3 If **CONTRACTOR** becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

6.3.2.4 If **CITY** materially breaches any material duty under this Contract and any such breach impairs **CONTRACTOR'S** ability to perform; or

6.3.2.5 If it is found by **CITY** that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by **CONTRACTOR**, or any agent or representative of **CONTRACTOR**, to any officer or employee of **CITY** with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

6.3.2.6 If it is found by **CITY** that **CONTRACTOR** has failed to disclose any material conflict of interest relative to the performance of this Contract.

6.3.2.7 **CITY** may terminate this Contract if **CONTRACTOR**:

6.3.2.7.1 Fails to maintain bonding, Nevada State Contractors' Board License, State Industrial Insurance requirements or insurance policies for limits as defined in this Contract; or

6.3.2.7.2 Persistently or materially refuses or fails to supply properly skilled workers or proper materials; or

6.3.2.7.3 Fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between **CONTRACTOR** and the subcontractors; or

6.3.2.7.4 Disregards laws, ordinances, or rules, regulations or order of a public authority having jurisdiction; or

6.3.2.7.5 Otherwise makes a material breach of a provision of this Contract; or

6.3.2.7.6 **CONTRACTOR** fails to maintain safe working conditions.

6.3.3 When any of the **Subsection 6.3.2.7.1 through 6.3.2.7.6, inclusive**, cause reasons exist, and without prejudice to any other rights or remedies of **CITY**, **CITY** may terminate this Contract at any time after giving **CONTRACTOR** and **CONTRACTOR'S** Surety seven (7) calendar days written notice of default or breach and intent to terminate and **CONTRACTOR'S** subsequent failure to timely correct as provided below, and subject to any prior rights of the Surety, **CITY** may:

6.3.3.1 Take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by **CONTRACTOR**;

6.3.3.2 Accept assignment of subcontractors pursuant to this Contract (Contingent Assignment of Subcontracts to Carson City if this Contract is terminated); and

6.3.3.3 Finish the WORK by whatever reasonable method **CITY** may deem expedient.

6.3.4 If **CITY** terminates this Contract for any of the cause reasons stated in **Section 6.3**:

6.3.4.1 **CONTRACTOR** shall not be entitled to receive further payment until the WORK

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300228

Title: Public Safety Complex Elevator Upgrades Project

is finished.

6.3.4.2 If the unpaid balance of the Contract Amount exceeds the cost of finishing the WORK including expenses made necessary thereby, such excess shall be paid to **CONTRACTOR**. If the costs of finishing the WORK exceed the unpaid balance, **CONTRACTOR** shall pay the difference to **CITY**. The amount to be paid to **CONTRACTOR** or **CITY**, as the case may be, shall survive termination of this Contract.

6.3.4.3 In the event of such cause termination, all monies due **CONTRACTOR** or retained under the terms of this Contract shall be held by **CITY**, however, such holdings will not release **CONTRACTOR** or its Sureties from liability for failure to fulfill this Contract. Any excess cost over and above the Contract Amount incurred by **CITY** arising from the termination of the operations of this Contract and the completion of the WORK by **CITY** as provided above shall be paid for by any available funds held by **CITY**. **CONTRACTOR** will be so credited with any surplus remaining after all just claims for such completion have been paid.

6.4 If at any time before completion of the WORK under this Contract, the WORK shall be stopped by an injunction of a court of competent jurisdiction or by order of any competent government authority, **CITY** may give immediate notice to **CONTRACTOR** to discontinue the WORK and terminate this Contract. **CONTRACTOR** shall discontinue the WORK in such manner, sequence, and at such times as **CITY** may direct. **CONTRACTOR** shall have no claim for damages for such discontinuance or termination, nor any claim for anticipated profits on the WORK thus dispensed with, nor for any claim for penalty, nor for any other claim such as unabsorbed overhead, except for the WORK actually performed up to the time of discontinuance, including any extra WORK ordered by **CITY** to be done.

## 6.5 Time to Correct (Declared Default or Breach):

6.5.1 Termination upon a declared default or breach may be exercised only after providing 7 (seven) calendar days written notice of default or breach, and the subsequent failure of the defaulting or breaching party, within five (5) calendar days of providing that default or breach notice, to provide evidence satisfactory to the aggrieved party demonstrating that the declared default or breach has been corrected. Time to correct shall run concurrently with any notice of default or breach and such time to correct is not subject to any stay with respect to the nonexistence of any Notice of Termination. Untimely correction shall not void the right to termination otherwise properly noticed unless waiver of the noticed default or breach is expressly provided in writing by the aggrieved party. There shall be no time to correct with respect to any notice of termination without cause, termination for nonappropriation or termination due to court injunction or order of a competent government authority.

## 6.6 Winding Up Affairs Upon Termination:

6.6.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this **Subsection 6.6** survive termination:

6.6.1.1 The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination; and

6.6.1.2 **CONTRACTOR** shall satisfactorily complete WORK in progress at the agreed rate (or a pro rata basis if necessary) if so requested by **CITY**; and

6.6.1.3 **CONTRACTOR** shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by **CITY**; and

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300228

Title: Public Safety Complex Elevator Upgrades Project

6.6.1.4 **CONTRACTOR** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance with **Section 21**.

## 6.7 Notice of Termination:

6.7.1 Unless otherwise specified in this Contract, termination shall not be effective until seven (7) calendar days after a party has provided written notice of default or breach, or notice of without cause termination. Notice of Termination may be given at the time of notice of default or breach, or notice of without cause termination. Notice of Termination may be provided separately at any time after the running of the 7-day notice period, and such termination shall be effective on the date the Notice of Termination is provided to the party unless a specific effective date is otherwise set forth therein. Any delay in providing a Notice of Termination after the 7-day notice period has run without a timely correction by the defaulting or breaching party shall not constitute any waiver of the right to terminate under the existing notice(s).

## 7. DAVIS-BACON & RELATED ACTS 29 CFR PARTS 1,3,5,6,&7 AND NRS 338.070(5):

*In the event federal grant funds are used for payment of all or part of this Contract*

7.1 **CONTRACTOR** shall comply with Davis-Bacon Act and NRS 338.070(5). **CONTRACTOR** and each covered contractor or subcontractor must provide a weekly statement of wages paid to each of its employees engaged in covered WORK. The statement shall be executed by **CONTRACTOR** or subcontractor or by an authorized officer or employee of **CONTRACTOR** or subcontractor who supervised the payment of wages and shall be on the "Statement of Compliance" form. **CONTRACTOR** shall submit a Statement of Compliance that is prescribed by the Nevada Labor Commissioner or contains identical wording. Per NRS 338.070(6) the records maintained pursuant to subsection 5 must be open at all reasonable hours to the inspection of the public body (the **CITY'S** representative) awarding the contract. The **CONTRACTOR** engaged on the public work or subcontractor engaged on the public work shall ensure that a copy of each record for each calendar month is received by the public body awarding the contract (the **City**) **no later than 15 days after the end of the month**.

7.2 In the event federal funds are used for payment of all or part of this Contract, **CONTRACTOR** shall submit a Statement of Compliance form WH347 or a form with identical wording and a Statement of Compliance prescribed by the Nevada Labor Commissioner **within 7 days after the regular pay date for the pay period**. The original Statements shall be delivered to Carson City Public Works, 3505 Butti Way, Carson City, Nevada 89703, attention Davis-Bacon/Federal Funding Compliance.

## 7.3 CERTIFIED PAYROLLS FOR DAVIS-BACON AND PREVAILING WAGE PROJECTS:

7.3.1 The higher of the Federal or local prevailing wage rates for **CITY**, as established by the Nevada Labor Commission and the Davis-Bacon Act, shall be paid for all classifications of labor on this project WORK. Should a classification be missing from the Davis-Bacon rates the **CONTRACTOR** shall complete a request of authorization for additional classification or rate form SF1444 in its entirety and submit it to the **CITY** for approval and submission to the U.S. Department of Labor. Also, in accordance with NRS 338, the hourly and daily wage rates for the State and Davis-Bacon must be posted at the work site by **CONTRACTOR**. **CONTRACTOR** shall ensure that a copy of **CONTRACTOR'S** and subcontractor's certified payrolls for each calendar week are received by **CITY**.

7.3.2 Per NRS 338.070(5) a **CONTRACTOR** engaged on a public work and each subcontractor engaged on the public work shall keep or cause to be kept:

- (a) An accurate record showing, for each worker employed by the contractor or subcontractor in connection with the public work:

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300228

Title: Public Safety Complex Elevator Upgrades Project

(1) The name of the worker;

(2) The occupation of the worker;

(3) The gender of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;

(4) The ethnicity of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;

(5) If the worker has a driver's license or identification card, an indication of the state or other jurisdiction that issued the license or card; and

(6) The actual per diem, wages and benefits paid to the worker; and

(b) An additional accurate record showing, for each worker employed by the contractor or subcontractor in connection with the public work who has a driver's license or identification card:

(1) The name of the worker;

(2) The driver's license number or identification card number of the worker; and

(3) The state or other jurisdiction that issued the license or card.

7.3.3 The original payroll records shall be certified and shall be submitted weekly to Carson City Public Works, 3505 Butti Way, Carson City, Nevada 89703, attention Davis-Bacon/Federal Funding Compliance. Submission of such certified payrolls shall be a condition precedent for processing the monthly progress payment. **CONTRACTOR**, as General Contractor, shall collect the wage reports from the subcontractors and ensure the receipt of a certified copy of each weekly payroll for submission to **CITY** as one complete package.

7.3.4 Pursuant to NRS 338.060 and 338.070, **CONTRACTOR** hereby agrees to forfeit, as a penalty to **CITY**, not less than Twenty Dollars (\$20) nor more than Fifty Dollars (\$50) for each calendar day or portion thereof that each worker employed on the Contract is paid less than the designated rate for any WORK done under the Contract, by **CONTRACTOR** or any subcontractor under him/her, or is not reported to **CITY** as required by NRS 338.070.

## 8. FAIR EMPLOYMENT PRACTICES:

8.1 Pursuant to NRS 338.125, Fair Employment Practices, the following provisions must be included in any contract between **CONTRACTOR** and a public body such as **CITY**:

8.1.1 *In connection with the performance of work under this Contract, **CONTRACTOR** agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity, or age, 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.*

8.1.2 **CONTRACTOR** further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

8.2 If the CITY was required by NRS 332.065(4) to advertise or request a proposal for this Agreement, by signing this Agreement, the **CONTRACTOR** provides a written certification that the

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300228

## Title: Public Safety Complex Elevator Upgrades Project

CONTRACTOR is not currently engaged in, and during the Term shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The CONTRACTOR shall be responsible for fines, penalties, and payment of any State of Nevada or federal funds that may arise (including those that the CITY pays, becomes liable to pay, or becomes liable to repay) as a direct result of the CONTRACTOR's non-compliance with this Section.

### 9. PREFERENTIAL EMPLOYMENT:

9.1 Unless, and except if, this Contract is funded in whole or in part by federal grant funding (see 40 C.F.R. § 31.36(c) *Competition*), pursuant to NRS 338.130, in all cases where persons are employed in the construction of public works, preference must be given, the qualifications of the applicants being equal: (1) First: To persons who have been honorably discharged from the Army, Navy, Air Force, Marine Corps or Coast Guard of the United States, a reserve component thereof or the National Guard; and are citizens of the State of Nevada. (2) Second: To other citizens of the State of Nevada.

9.2 Unless, and except if, this Contract is funded in whole or in part by federal grant funding (see 40 CFR § 31.36(c) *Competition*), in connection with the performance of WORK under this Contract, **CONTRACTOR** agrees to comply with the provisions of NRS 338.130 requiring certain preferences to be given to which persons are employed in the construction of a public work. If **CONTRACTOR** fails to comply with the provisions of NRS 338.130, pursuant to the terms of NRS 338.130(3), this Contract is void, and any failure or refusal to comply with any of the provisions of this section renders this Contract void.

### 10. REMEDIES:

Except as otherwise provided for by law or this Contract, 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, actual damages, and to a prevailing party reasonable attorney's fees and costs. The parties agree that, in the event a lawsuit is filed and a party is awarded attorney's fees by the court, for any reason, the amount of recoverable attorney's fees shall not exceed the rate of \$125 per hour. **CITY** may set off consideration against any unpaid obligation of **CONTRACTOR** to **CITY**.

### 11. LIMITED LIABILITY:

**CITY** will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise expressly provided for elsewhere in this Contract. Damages for any **CITY** breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to **CONTRACTOR**, for the fiscal year budget in existence at the time of the breach. **CONTRACTOR'S** tort liability shall not be limited.

### 12. FORCE MAJEURE:

Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. 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 to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

### 13. INDEMNIFICATION:

13.1 To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this Section.

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300228

Title: Public Safety Complex Elevator Upgrades Project

13.2 Except as otherwise provided in **Subsection 13.4** below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

13.2.1 a written request for a legal defense for such pending claim(s) or cause(s) of action; and

13.2.2 a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

13.3 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified party, including counsel through which the indemnified party might voluntarily choose to participate in its defense of the same matter.

13.4 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

## 14. **INDEPENDENT CONTRACTOR:**

14.1 **CONTRACTOR**, as an independent contractor, is a natural person, firm or corporation who agrees to perform WORK for a fixed price according to his or its own methods and without subjection to the supervision or control of the **CITY**, except as to the results of the WORK, and not as to the means by which the WORK are accomplished.

14.2 It is mutually agreed that **CONTRACTOR** is associated with **CITY** only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted WORK pursuant to this Contract. **CONTRACTOR** is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract.

14.3 Nothing contained in this Contract 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 **CITY** whatsoever with respect to the indebtedness, liabilities, and obligations of **CONTRACTOR** or any other party.

14.4 **CONTRACTOR**, in addition to **Section 13** (INDEMNIFICATION), shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CONTRACTOR'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

14.5 Neither **CONTRACTOR** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of **CITY**.

## 15. **INSURANCE REQUIREMENTS (GENERAL):**

15.1 **NOTICE: The following general insurance requirements shall apply unless these general requirements are altered by the specific requirements set forth in CITY'S solicitation for bid document, the adopted bid or other document incorporated into this Contract by the parties. These general insurance requirements do not include terms related to bond(s) required for this Contract, which are set forth in the CITY'S solicitation and below in this Contract following the execution pages.**

15.2 **CONTRACTOR**, as an independent contractor and not an employee of **CITY**, must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. **CITY** shall have no liability except as specifically provided in this Contract.

15.3 **CONTRACTOR** shall not commence work before: (1) **CONTRACTOR** has provided the required



# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300228

## Title: Public Safety Complex Elevator Upgrades Project

evidence of insurance to **CITY** Purchasing and Contracts, and (2) **CITY** has approved the insurance policies provided by **CONTRACTOR**.

15.4 Prior approval of the insurance policies by **CITY** shall be a condition precedent to any payment of consideration under this Contract and **CITY'S** approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of **CITY** to timely approve shall not constitute a waiver of the condition.

15.5 *Insurance Coverage (15.6 through 15.23):*

15.6 **CONTRACTOR** shall, at **CONTRACTOR'S** sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by **CITY**, the required insurance shall be in effect prior to the commencement of work by **CONTRACTOR** and shall continue in force as appropriate until the later of:

15.6.1 Final acceptance by **CITY** of the completion of this Contract; or

15.6.2 Such time as the insurance is no longer required by **CITY** under the terms of this Contract.

15.6.3 Any insurance or self-insurance available to **CITY** under its coverage(s) shall be in excess of and non-contributing with any insurance required from **CONTRACTOR**. **CONTRACTOR'S** insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by **CITY**, **CONTRACTOR** shall provide **CITY** with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as **CONTRACTOR** has knowledge of any such failure, **CONTRACTOR** shall immediately notify **CITY** and immediately replace such insurance or bond with an insurer meeting the requirements.

15.7 *General Insurance Requirements (15.8 through 15.23):*

15.8 **Certificate Holder:** Each certificate shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701 as a certificate holder.

15.9 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by **CONTRACTOR**, The City and County of Carson City, Nevada, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from this Contract.

15.10 **Waiver of Subrogation:** Each liability insurance policy, except for professional liability, shall provide for a waiver of subrogation in favor of the City.

15.11 **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

15.12 **Deductibles and Self-Insured Retentions:** Insurance maintained by **CONTRACTOR** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by **CITY**. Such approval shall not relieve **CONTRACTOR** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000.00 per occurrence, unless otherwise approved by **CITY**.

15.13 **Policy Cancellation:** Except for ten (10) calendar days notice for non-payment of premium, **CONTRACTOR** or its insurers must provide thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts if any policy will be canceled, non-renewed or if required coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by mail to Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701. When available, each insurance policy shall be endorsed to provide thirty (30) days' notice of cancellation, except for ten (10) days' notice for non-payment of premium, to City.

15.14 **Approved Insurer:** Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers under federal and Nevada law and

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

**Contract No: 23300228**

**Title: Public Safety Complex Elevator Upgrades Project**

having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.

15.15 **Evidence of Insurance:** Prior to commencement of work, **CONTRACTOR** must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street, Suite 2, Carson City, NV 89701:

15.16 **Certificate of Insurance:** Contractor shall furnish City with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing and Contracts to evidence the insurance policies and coverages required of **CONTRACTOR**.

15.17 **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing and Contracts to evidence the endorsement of **CITY** as an additional insured per **Subsection 15.9** (Additional Insured).

15.18 **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlying Schedule from the Umbrella or Excess insurance policy may be required.

15.19 **Review and Approval:** Documents specified above must be submitted for review and approval by **CITY** Purchasing and Contracts prior to the commencement of work by **CONTRACTOR**. Neither approval by **CITY** nor failure to disapprove the insurance furnished by **CONTRACTOR** shall relieve **CONTRACTOR** of **CONTRACTOR'S** full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of **CONTRACTOR** or its sub-contractors, employees or agents to **CITY** or others, and shall be in addition to and not in lieu of any other remedy available to **CITY** under this Contract or otherwise. **CITY** reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

## 15.20 **COMMERCIAL GENERAL LIABILITY INSURANCE:**

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence.

15.20.1 *Minimum Limits required:*

15.20.2 Two Million Dollars (\$2,000,000.00) - General Aggregate.

15.20.3 Two Million Dollars (\$2,000,000.00) - Products & Completed Operations. Aggregate

15.20.4 One Million Dollars (\$1,000,000.00) - Each Occurrence.

15.20.5 CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, 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)].

15.20.6 City and County of Carson City, Nevada, its officers, employees and immune contractors shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or CG 20 26, or a substitute providing equivalent coverage, and under the commercial umbrella, if any.

15.20.7 This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City 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.

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

**Contract No: 23300228**

**Title: Public Safety Complex Elevator Upgrades Project**

- 15.20.8 There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.
- 15.20.9 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 Contract. Insurer shall endorse CGL policy as required to waive subrogation against City with respect to any loss paid under the policy
- 15.21 **BUSINESS AUTOMOBILE LIABILITY INSURANCE:**
- 15.21.1 *Minimum Limit required:*
- 15.21.2 Contractor shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage.
- 15.21.3 Such insurance shall cover liability arising out of owned, hired, and non-owned autos (as applicable). Coverage as required above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.
- 15.21.4 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 automobile liability or other liability insurance obtained by Contractor pursuant this Contract.
- 15.22 **PROFESSIONAL LIABILITY INSURANCE (Architects, Engineers and Land Surveyors)**
- 15.22.1 *Minimum Limit required:*
- 15.22.2 CONTRACTOR shall maintain professional liability insurance applying to all activities performed under this Contract with limits not less than One Million Dollars (\$1,000,000.00) and Two Million Dollars (\$2,000,000) in the aggregate.
- 15.22.3 Retroactive date: Prior to commencement of the performance of this Contract.
- 15.22.4 CONTRACTOR will maintain professional liability insurance during the term of this Contract and for a period of three (3) years after termination of this Contract unless waived by the City. In the event of non-renewal or other lapse in coverage during the term of this Contract or the three (3) year period described above, CONTRACTOR shall purchase Extended Reporting Period coverage for claims arising out of CONTRACTOR's negligence acts, errors and omissions committed during the term of the Professional Liability Policy. The Extended Reporting Period shall continue through a minimum of three (3) years after termination date of this Contract.
- 15.22.5 A certified copy of this policy may be required.
- 15.23 **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:**
- 15.23.1 **CONTRACTOR** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease
- 15.23.2 **CONTRACTOR** may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that **CONTRACTOR** is a sole proprietor; that **CONTRACTOR** will not use the services of any employees in the performance of this Contract; that **CONTRACTOR** has elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and that **CONTRACTOR** is otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300228

## Title: Public Safety Complex Elevator Upgrades Project

15.23.3 **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 workers' compensation and employer's liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract. Contractor shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

### 16. **BUSINESS LICENSE:**

16.1 **CONTRACTOR** shall not commence work before **CONTRACTOR** has provided a copy of his Carson City business license to Carson City Purchasing and Contracts.

16.2 The Carson City business license shall continue in force until the later of: (1) final acceptance by **CITY** of the completion of this Contract; or (2) such time as the Carson City business license is no longer required by **CITY** under the terms of this Contract.

### 17. **COMPLIANCE WITH LEGAL OBLIGATIONS:**

**CONTRACTOR** shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or WORK or any services of this Contract. **CONTRACTOR** will be responsible to pay all government obligations, including, but not limited to, all taxes, assessments, fees, fines, judgments, premiums, permits, and licenses required or imposed by law or a court. Real property and personal property taxes are the responsibility of **CONTRACTOR** in accordance with NRS Chapter 361 generally and NRS 361.157 and 361.159, specifically regarding for profit activity. **CONTRACTOR** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **CITY** may set-off against consideration due any delinquent government obligation.

### 18. **WAIVER OF BREACH:**

Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

### 19. **SEVERABILITY:**

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

### 20. **ASSIGNMENT / DELEGATION:**

To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by **CITY**, such offending portion of the assignment shall be void, and shall be a breach of this Contract. **CONTRACTOR** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of **CITY**. The parties do not intend to benefit any third party beneficiary regarding their respective performance under this Contract.

### 21. **CITY OWNERSHIP OF PROPRIETARY INFORMATION:**

21.1 Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **CONTRACTOR** (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of **CITY** and all such materials shall be delivered into **CITY** possession by **CONTRACTOR** upon completion, termination, or cancellation of this Contract. **CONTRACTOR** shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of **CONTRACTOR'S** obligations under this Contract without the prior written consent of **CITY**. Notwithstanding the foregoing, **CITY** shall have no proprietary interest in any materials licensed for use by **CITY** that are subject to patent, trademark or copyright protection.

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

**Contract No: 23300228**

**Title: Public Safety Complex Elevator Upgrades Project**

21.2 **CITY** shall be permitted to retain copies, including reproducible copies, of **CONTRACTOR'S** drawings, specifications, and other documents for information and reference in connection with this Contract.

21.3 **CONTRACTOR'S** drawings, specifications and other documents shall not be used by **CITY** or others without expressed permission of **CONTRACTOR**.

## **22. PUBLIC RECORDS:**

Pursuant to NRS 239.010, information or documents received from **CONTRACTOR** may be open to public inspection and copying. **CITY** will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. **CONTRACTOR** may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 332.061, provided that **CONTRACTOR** thereby agrees to indemnify and defend **CITY** for honoring such a designation. The failure to so label any document that is released by **CITY** shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

## **23. CONFIDENTIALITY:**

**CONTRACTOR** shall keep confidential all information, in whatever form, produced, prepared, observed or received by **CONTRACTOR** to the extent that such information is confidential by law or otherwise required by this Contract.

## **24. FEDERAL FUNDING:**

24.1 *In the event federal grant funds are used for payment of all or part of this Contract:*

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

24.1.2 **CONTRACTOR** and its subcontractors must be registered in the US Government System for Award Management (SAM) for verification on projects with federal funding.

24.1.3 **CONTRACTOR** and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

24.1.4 **CONTRACTOR** and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and Executive Order 11478 (July 21, 2014) and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, sexual orientation, gender identity, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

24.14.1 If and when applicable to the particular federal funding and the Scope of Work under this Contract, **CONTRACTOR** and its subcontractors shall comply with: American Iron and Steel (AIS) provisions of P.L. 113-76, Consolidated Appropriations Act, 2014, Section 1605 – Buy American (100% Domestic Content of iron, steel and manufactured goods); Federal Highway Administration (FHWA) 23 U.S.C. § 313 – Buy America, 23 C.F.R. §635.410 (100% Domestic Content of steel, iron and manufactured products); Federal Transit Administration (FTA) 49 U.S.C. § 5323(j), 49 C.F.R. Part 661 – Buy America Requirements (See 60% Domestic Content for buses and other Rolling Stock).

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300228

Title: Public Safety Complex Elevator Upgrades Project

## 25. LOBBYING:

25.1 The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

25.1.1 Any federal, state, county or local agency, legislature, commission, council or board;

25.1.2 Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or

25.1.3 Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

## 26. GENERAL WARRANTY:

**CONTRACTOR** warrants that it will perform all WORK required hereunder in accordance with the prevailing standard of care by exercising the skill and care normally required of individuals performing the same or similar WORK, under the same or similar circumstances, in the State of Nevada.

## 27. PROPER AUTHORITY:

The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CONTRACTOR** acknowledges that this Contract is effective only after approval by the Carson City Board of Supervisors and only for the period of time specified in this Contract. Any WORK performed by **CONTRACTOR** before this Contract is effective or after it ceases to be effective is performed at the sole risk of **CONTRACTOR**.

## 28. ALTERNATIVE DISPUTE RESOLUTION (Public Work):

If the WORK under this Contract involves a "public work" as defined under NRS 338.010(18), then pursuant to NRS 338.150, a public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution ("ADR") before initiation of a judicial action if a dispute arising between the public body and the **CONTRACTOR** engaged on the public work cannot otherwise be settled. Therefore, unless ADR is otherwise provided for by the parties in any other incorporated attachment to this Contract, in the event that a dispute arising between **CITY** and **CONTRACTOR** regarding that public work cannot otherwise be settled, **CITY** and **CONTRACTOR** agree that, before judicial action may be initiated, **CITY** and **CONTRACTOR** will submit the dispute to non-binding mediation. **CITY** shall present **CONTRACTOR** with a list of three potential mediators. **CONTRACTOR** shall select one person to serve as the mediator from the list of potential mediators presented by **CITY**. The person selected as mediator shall determine the rules governing the mediation.

## 29. GOVERNING LAW / JURISDICTION:

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. **CONTRACTOR** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

## 30. ENTIRE CONTRACT AND MODIFICATION:

This Contract and its integrated attachment(s) constitute the entire Contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Carson City Board of Supervisors. Conflicts in language between this Contract and any other agreement between **CITY** and **CONTRACTOR** on this same matter shall be construed consistent with the terms of this Contract. The parties agree that each has had their respective counsel review this Contract which shall be construed as if it was jointly drafted.

**CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No: 23300228**

**Title: Public Safety Complex Elevator Upgrades Project**

**31. ACKNOWLEDGMENT AND EXECUTION:**

This Contract may be executed in counterparts. The parties hereto have caused this Contract to be signed and intend to be legally bound thereby as follows:

**AND ALL SUPPLEMENTAL AGREEMENTS AMENDING OR EXTENDING THE WORK CONTEMPLATED.**

**ACKNOWLEDGMENT AND EXECUTION:**

In witness whereof, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

**CITY**

Executive Office  
Purchasing and Contracts Department  
201 North Carson Street, Suite 2  
Carson City, Nevada 89701  
Telephone: 775-283-7362  
Fax: 775-887-2286  
[CAkers@carson.org](mailto:CAkers@carson.org)

**CITY'S LEGAL COUNSEL**

Carson City District Attorney  
I have reviewed this Contract and approve as to its legal form.

By: \_\_\_\_\_  
Sheri Russell-Benabou, Chief Financial Officer

By: \_\_\_\_\_  
Deputy District Attorney

Dated \_\_\_\_\_

Dated \_\_\_\_\_

**CONTRACTOR will not be given authorization to begin work until this Contract has been signed by Purchasing and Contracts**

**BY:** Carol Akers  
Purchasing & Contracts Administrator

Project# P303422220  
Account# 3403034-507010 = \$204,082

By: \_\_\_\_\_

Project# P303423217  
Account# 2101005-507010 = \$121,083

Dated \_\_\_\_\_

**PROJECT CONTACT PERSON:**

Brian Elder, Project Manager  
Telephone: 775-283-7586

**CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No: 23300228**

**Title: Public Safety Complex Elevator Upgrades Project**

**Undersigned** deposes and says under penalty of perjury: That he/she is **CONTRACTOR** or authorized agent of **CONTRACTOR**; that he/she has read the foregoing Contract; and that he/she understands the terms, conditions and requirements thereof.

**CONTRACTOR**

**BY:** Jason Harrison

**TITLE:** Branch Manager

**FIRM:** Specialized Elevator Services Holdings LLC, dba Koch Elevator

**CARSON CITY BUSINESS LICENSE #:** BL-002226

**NEVADA CONTRACTORS LICENSE #:** 0089731

**Address:** 561 Sunshine Ln

**City:** Reno **State:** NV **Zip Code:** 89502

**Telephone:** 775-443-8695

**E-mail Address:** [jason@kochelevator.com](mailto:jason@kochelevator.com)

\_\_\_\_\_  
(Signature of Contractor)

**DATED** \_\_\_\_\_

**STATE OF** \_\_\_\_\_ )

)ss

**County of** \_\_\_\_\_ )

Signed and sworn (or affirmed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Signature of Notary)

(Notary Stamp)



**CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No: 23300228**

**Title: Public Safety Complex Elevator Upgrades Project**

**CONTRACT ACCEPTANCE AND EXECUTION:**

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of April 20, 2023, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 23300228** and titled **Public Safety Complex Elevator Upgrades Project**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to sign this document and record the signature for the execution of this Contract in accordance with the action taken.

**CARSON CITY, NEVADA**

\_\_\_\_\_  
LORI BAGWELL, MAYOR

DATED this 20th day of April 2023.

**ATTEST:**

\_\_\_\_\_  
WILLIAM SCOTT HOEN, CLERK-RECORDER

DATED this 20th day of April 2023.

# PERFORMANCE BOND

Doc. No. 2151  
(Rev. 11-17-99)

Bond #: \_\_\_\_\_

**KNOW ALL PERSONS BY THESE PRESENTS**, that I/we \_\_\_\_\_  
\_\_\_\_\_ as Principal, hereinafter called CONTRACTOR,  
and

\_\_\_\_\_ a corporation duly organized under the laws of \_\_\_\_\_, as Surety, hereinafter called the Surety, are held and firmly bound unto Carson City, Nevada a consolidated municipality of the State of Nevada, hereinafter called CITY, for the sum of \$ \_\_\_\_\_ (state sum in Words) \_\_\_\_\_ for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, CONTRACTOR has by written agreement dated \_\_\_\_\_, entered into a contract with CITY for **BID# 23300228** and titled **Public Safety Complex Elevator Upgrades Project** in accordance with drawings and specifications prepared by CITY and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that, if CONTRACTOR shall promptly and faithfully perform said Contract then this obligation shall be null and void; otherwise it shall remain in full force and effect. The Surety hereby waives notice of any alteration or extension of time made by CITY and its obligation is not affected by any such alteration or extension provided the same is within the scope of the Contract. Whenever CONTRACTOR shall be, and is declared by CITY to be in default under the Contract, CITY having performed CITY'S obligations thereunder, the Surety may promptly remedy the default or shall promptly:

- 1) Complete the Contract in accordance with its terms and conditions; or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by CITY and the Surety jointly of the lowest responsive, responsible bidder, arrange for a contract between such bidder and CITY, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by CITY to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by CITY to CONTRACTOR. No right of action shall accrue on this bond to or for the use of any person or corporation other than CITY or successors of CITY.

# PERFORMANCE BOND

Continued for **BID# 23300228** and titled **Public Safety Complex Elevator Upgrades Project**

BY:	(Signature of Principal)         L.S.
TITLE:	
FIRM:	
Address:	
City, State, Zip:	
Phone:	
Printed Name of Principal:	

Attest By:	(Signature of Notary)
Subscribed and Sworn before me this	day of
	, 20____

### CLAIMS UNDER THIS BOND MAY BE ADDRESSED TO:

Name of Surety:	
Address:	
City:	
State/Zip Code:	
Name:	
Title:	
Telephone:	
Surety's Acknowledgment:	
By:	

### NOTICE:

No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in the State of Nevada. Certified copy of Power of Attorney must be attached.

# LABOR AND MATERIAL PAYMENT BOND

Bond #: \_\_\_\_\_

Doc. No. 2152  
(Rev. 11-17-99)

**KNOW ALL PERSONS BY THESE PRESENTS**, that I/we \_\_\_\_\_  
\_\_\_\_\_ as Principal, hereinafter called

CONTRACTOR, and

\_\_\_\_\_ a  
corporation duly organized under the laws of the State of Nevada, as Surety, hereinafter called the Surety, are held and firmly bound unto Carson City, Nevada a consolidated municipality of the State of Nevada, hereinafter called CITY, for the \$ \_\_\_\_\_ Dollars (state sum in words) \_\_\_\_\_

\_\_\_\_\_ for  
the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, CONTRACTOR has by written agreement dated \_\_\_\_\_ entered into a contract with CITY for **BID# 23300228** and titled **Public Safety Complex Elevator Upgrades Project** in accordance with drawings and specifications prepared by CITY and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that, if CONTRACTOR shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- 1) A claimant is defined as one having a direct contract with CONTRACTOR or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Contract.
- 2) The above-named Principal and Surety hereby jointly and severally agree with CITY that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. CITY shall not be liable for the payment of any costs or expenses of any such suit.
- 3) No suit or action shall be commenced hereunder by any claimant:
  - a) Unless claimant, other than one having a direct contract with CONTRACTOR, shall have given written notice to any two of the following: CONTRACTOR, CITY, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be personally served or served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal at any place the Principal maintains an office or conducts its business.
  - b) After the expiration of one (1) year following the date on which the last of the labor was performed or material was supplied by the party bringing suit.
  - c) Other than in a court of competent jurisdiction for the county or district in which the construction Contract was to be performed.

# LABOR AND MATERIAL PAYMENT BOND

Continued for **BID# 23300228** and titled **Public Safety Complex Elevator Upgrades Project**

- 4) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

<b>BY:</b>	<b>(signature of Principal)</b>   <b>L.S.</b>
<b>TITLE:</b>	
<b>FIRM:</b>	
<b>Address:</b>	
<b>City, State, Zip:</b>	
<b>Phone:</b>	
<b>Printed Name of Principal:</b>	
<b>Attest by:</b>	<b>(signature of notary)</b>
<b>Subscribed and Sworn before me this          day of          , 20__</b>	

**CLAIMS UNDER THIS BOND  
MAY BE ADDRESSED TO:**

<b>Name of Surety:</b>	
<b>Address:</b>	
<b>City:</b>	
<b>State/Zip Code:</b>	
<b>Name:</b>	
<b>Title:</b>	
<b>Telephone:</b>	
<b>Surety's Acknowledgment:</b>	
<b>By:</b>	

**NOTICE:**

No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in the State of Nevada. Certified copy of Power of Attorney must be attached.

**CITY OF CARSON CITY, NEVADA – BID BOND**

KNOW ALL MEN BY THESE PRESENTS: That we the undersigned Specialized Elevator Services Holdings, LLC dba Koch Elevator, as "Principal," and Argonaut Insurance Company, as "Surety," are hereby held and firmly bound unto the City of Carson City, Nevada, as "Obligee," in the penal sum of Five Percent of Amount Bid dollars (\$ 5% ) for the payment of which, well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, and administrators, successors and assigns, jointly and severally, by this instrument. The condition of the obligation of this bid bond is as follows:

WHEREAS, NRS 332.105 authorizes local governments to require bid bonds to insure execution and proper performance of the Contract and the Bonding Company has an "A" or better rating with Moody's or A.M. Best and T-Listed with the U.S. Treasury Department;

AND, WHEREAS, the Principal has submitted a bid for Bid # 23300228, PWP # CC-2023-185, for the Project Title: Public Safety Complex Elevator Upgrades Project.

NOW, THEREFORE,

- (a) If said Bid shall be rejected; or
- (b) If said Bid shall be accepted and the Principal shall execute and deliver the contract in the bid documents ("Contract") to Obligee in accordance with the terms of the bid documents, and give such bond or bonds as may be specified in the bid or contract documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or
- (c) If the Principal shall pay to the Obligee the full amount of the bid bond as a penalty irrespective of the Obligee's actual damages in the event of the failure of the Principal to enter into such Contract and give such bond or bonds,

then, this obligation shall be null and void. Otherwise it shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety (but not of the Principal) for any and all claims hereunder shall, in no event, exceed the penal amount of the obligation as herein stated.

The Surety, for the consideration for which this bond was executed, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and hereby waives notice of any such extension.

**IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and the Surety has caused their seal to be hereto affixed and these present to be signed by their proper officers.**

Signed, Sealed and dated: March 21, 2023

Specialized Elevator Services Holdings, LLC  
dba Koch Elevator

Principal  
By: Jeff Sprosty - VP

Argonaut Insurance Company

Surety  
By: Lindsey Holby  
Lindsey Holby, Attorney-In-Fact



**Argonaut Insurance Company  
Deliveries Only: 225 W. Washington, 24th Floor  
Chicago, IL 60606**

**United States Postal Service: P.O. Box 469011, San Antonio, TX 78246**

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Lindsey Holby, Crystal Bennis

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$107,116,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 19th day of November, 2021.

Argonaut Insurance Company



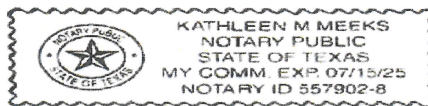
by: *Gary E. Grose*

Gary E. Grose, President

STATE OF TEXAS  
COUNTY OF HARRIS SS:

On this 19th day of November, 2021 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



*Kathleen M. MEEKS*

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 21st day of March, 2023.



*Austin W. King*

Austin W. King, Secretary

IF YOU HAVE QUESTIONS ON AUTHENTICITY OF THIS DOCUMENT CALL (833) 820 - 9137.





# 23300228 (PWP# CC-2023-185) Addendum 1 Specialized Elevator Services Holdings, LLC Koch Elevator Supplier Response

## Event Information

Number: 23300228 (PWP# CC-2023-185) Addendum 1  
Title: Public Safety Complex Elevator Upgrades  
Type: Invitation for Bid  
Issue Date: 2/21/2023  
Deadline: 3/21/2023 11:00 AM (PT)  
Notes: **Summary:**

This Public Safety Complex Elevator Upgrades Project includes but is not limited to conducting upgrades to the existing elevators at the Public Safety Complex, two elevators located in the main courthouse building and one located in the jail portion of the building. The project shall include the design and installation for the complete modernization of the hydraulic passenger elevators as well as the operational control systems, their subsystems, and mechanical devices. All improvements are to be compliant with ASME Safety Code for Elevators and Escalators et al. The bid price must include costs for engineer design (if needed) and specifications, local and state permitting, equipment, materials, and labor for full installation of upgraded materials. At least one elevator shall remain in service in the courthouse during construction. Sealed bids must be submitted in accordance with the bid documents, specifications and special conditions related hereto.

**Project # P303423217**  
**PWP# CC-2023-185**

**Engineers Estimate: \$330,000.00**

This Project is deemed a **Vertical** Construction Project.



## Contact Information

Contact: Carol Akers, Purchasing & Contracts Administrator

Address: Suite 2

City Hall - Executive Office

201 North Carson Street, Suite 2

Carson City, NV 89701

Phone: 1 (775) 283-7362

Fax: 1 (775) 887-2286

Email: [cakers@carson.org](mailto:cakers@carson.org)

## Specialized Elevator Services Holdings, LLC Information

Contact: Jason Harrison  
 Address: 561 Sunshine Ln.  
 Reno, NV 89502  
 Phone: (775) 323-8822  
 Toll Free: x775  
 Email: jason@kochelevator.com

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

Jason Harrison

Signature

Submitted at 3/21/2023 10:20:05 AM (PT)

jason@kochelevator.com

Email

## Requested Attachments

### Bid Bond Form

20230321\_Fully\_Executed\_Bid\_Bond-Koch Elevator.pdf

This document is required at time of bid submission. You can download this document from the "Attachments" Tab.

### Vendor Information Form

Vendor\_Information\_20230320\_Koch\_Elevator.docx

This document is required at time of bid submission. You can download this document from the "Attachments" Tab.

### References

Bid\_References\_Koch\_Elevator.xlsx

This is required at time of bid submission. Refer to Attributes for information needed.

### 5% Subcontractor Information

5\_\_Subcontractor\_Information\_Koch Elevator Signed.pdf

This document is required at time of bid submission. Contractor must self-list. You can download this document from the "Attachments" Tab.

### 1% Subcontractor Information

1\_\_Subcontractor\_Information\_Koch Elevator Signed.pdf

Required 2 hours after bid opening. Contractor must self-list. This form can be located in the "Attachments section of this bid"

Email to CAkers@carson.org

### Certification of Auth & Understanding

CertAuth&Understanding\_Koch.pdf

This document is required at time of bid submission from the General Contractor. You can download this document from the "Attachments" Tab.

### Conflict of Interest

Conflict\_of\_Interest\_Koch.pdf

This document is required at time of bid submission from the General Contractor. You can download this document from the "Attachments" Tab.

### Local Preference Affidavit

LOCAL\_PREFERENCE\_AFFIDAVIT\_Koch.pdf

This document is required at time of bid submission. You can download this document from the "Attachments" Tab.(If Applicable)

### Certificate of Eligibility (NRS 338.147 & 338.1389)

No response

Required Certificate from General at time of bid (If Applicable)

## Response Attachments

### 23300228 (PWP# CC-2023-185) Koch Elevator\_Materials Intent.pdf

Materials to be provided intent

Cover Letter Only - Updated for this bid

## 20220801\_NV\_State\_Contractor\_License\_#0089731-Certificate.pdf

NV Contractors License

**Bid Attributes****1 Contractor's License**

Carson City has determined that the responsive bidder must possess a minimum of a Class C-7 with appropriate sub-classifications or subcontractors. All Contractors license shall be in good standing and issued by the Nevada State Contractor's Board at the time of the bid.

 Acknowledged (Acknowledged )
**2 A Copy of Contractor's Certificate of Eligibility**

A copy of Contractor's Certificate of eligibility issued by the State of Nevada Contractors' Board as proof of Bidder's compliance with the provisions of N.R.S. 338.147 must be submitted with his/her bid for the preference to be considered. This Statute does not apply to projects expected to cost less than \$250,000.

 Acknowledged (Acknowledged )
**3 Substitutions**

No substitution or revision to this Bid Proposal form will be accepted. Carson City will reject any Bid that is received that has changes or alterations to this document.

 Acknowledged (Acknowledged )
**4 Acknowledgement of Addendums**

Bidder acknowledges receipt of \_\_\_\_\_ Addendums.

**5 References**

Submit **(In Response Attachments)** at least (3) contracts of a similar nature performed by your firm in the last (3) years. If NONE, use your Company's letterhead (and submit with your bid proposal) to list what your qualifications are for this contract. Carson City reserves the right to contact and verify, with any and all references listed, the quality of and the degree of satisfaction for such performance.

**Information to be included:**

1. Company Name
2. Mailing Address
2. Telephone Number
4. E-Mail
5. Project Title
6. Amount of Contract
7. Scope of Work

 Acknowledged (Acknowledged )
**6 Prevailing Wages (State/Local)**

The successful bidder will be required to provide the current Prevailing Wages used in preparation of their bid within 24 hours of bid submission. The bidder is responsible to verify with the Labor Commissioner if any addendums have been issued. (Email to Cakers@carson.org)

 Acknowledged (Acknowledged )

## 7 Required Documents

Exhibit A

### Acknowledgement of Required Documents:

**Bid Bond**-Due at Bid Submission

**Vendor Information**-Due at Bid Submission

**References**-Due at Bid Submission

**5%-Sub-Contractor Information**-Due at Bid Submission **General Contractor Must Self List (Email to Cakers@carson.org)**

**1%-Sub-Contractor Information**-Due by the (3) three lowest bidders (2) two hours after bid opening **General Contractor Must Self List (Email to Cakers@carson.org)**

**Cert of Authorization & Understanding**-Due from General at Bid Submission/Sub-Contractors first week of work

**Conflict of Interest**-Due from General at Bid Submission/Sub-Contractors first week of work

**Local Preference Affidavit**-Due at time of Bid Submission (If applicable)

**Certificate of Eligibility**-(NRS 338.14 & 338.1389-Due from General at Bid Submission (If applicable)

**Project Workforce Checklist**-Due from Lowest Bid-General Contractor 24 hours after bid opening **(Email to Cakers@carson.org)**

**Prevailing Wage Determination(State)**-Due from General Contractor 24 hours after bid opening **(Email to Cakers@carson.org)**

**Sub Contractor Monthly Payment Form**-Due with each pay application submitted

Acknowledged (Acknowledged )

**Apprentices-NRS 338.01165; SB 207 (2019)**

As of January 1, 2020, NRS 338.01165 requires all contractors employing workers on certain public works projects to utilize apprentices for portions of the work. One or more apprentices must be used for at least 10% of the total hours on vertical construction and 3% of the total hours for horizontal construction. These percentages apply to the total hours of labor worked for each apprenticed craft or type of work to be performed on the public work for which more than three workers are employed. Under NRS Chapter 338, this project is a public work that requires the use of apprentices. All contractors must comply with NRS 338.01165 for this project, unless a modification, waiver, or exemption applies.

The Nevada Labor Commissioner has prepared forms for use in complying with the apprenticeship requirements. The following forms are available on the Labor Commissioner's website at: [http://labor.nv.gov/Apprenticeship\\_Utilization\\_Act/Apprenticeship\\_Utilization\\_Act/](http://labor.nv.gov/Apprenticeship_Utilization_Act/Apprenticeship_Utilization_Act/)

- **Apprenticeship Utilization Request Form**  
Titled "Request For Apprentice Availability On A Public Work"
- **Apprenticeship Utilization Waiver Request Form**  
Titled: "Apprenticeship Utilization Act Waiver Request"
- **Apprenticeship Agreement Form**  
Titled: "Apprentice Agreement"
- **\*Sample\* Project Workforce Checklist**  
Titled: "Project Workforce Checklist"

**NO APPRENTICESHIP DOCUMENTS ARE REQUIRED TO BE SUBMITTED WITH A CONTRACTOR'S BID.**

After the bids are opened, the apparent successful bidder must provide the Project Workforce Checklist to the City within 24 hours after bid opening along with the subcontractor list, that indicates expected classification of workers on the project and the determination as to whether or not apprentices may be required. **(Email to [Cakers@carson.org](mailto:Cakers@carson.org))**

After the bid is awarded a pre-construction meeting will be held to set up the construction schedule. When working dates are known and if apprentices are required by NRS 338.01165, the Apprenticeship Utilization Request Form should be submitted to the necessary Registered Apprenticeship Programs to request apprentices for the project.

Waiver requests may be submitted to the City at any time, due to NRS 338.01165(10)(d) (1) (no apprentices available from apprenticeship programs within Carson City's jurisdiction) (2) (required to perform uniquely complex or hazardous tasks on the public work that require the skill and expertise of a greater percentage of the journeymen) or (3) (apprentices requested from an apprenticeship program have been denied or not approved within 5 business days). The waiver requests should be submitted to the City as soon as the need for a waiver is known. Along with the waiver request, the contractor and any subcontractors must provide to the City all required documentation to support the waiver request.

Upon receipt of any waiver requests, the City will forward the materials to the Nevada Labor Commissioner for consideration and possible approval. Upon receipt of that determination, the City will communicate the results back to the Contractor as soon as possible.

**IF NO WAIVER OR MODIFICATION IS OBTAINED, THE CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH THE APPRENTICESHIP REQUIREMENTS OF NRS 338.01165.**

Acknowledged (Acknowledged )

**9 Acknowledgement & Execution of Bid Proposal**

**Exhibit A**

I the Bidder, do depose and say: That I am the Bidder or authorized agent of the Bidder; and that I have read and agree to abide by this Bid which includes, but is not limited to the following documents: Instructions to Bidders, Bid Bond, Proposal Summary, Contract Award Instructions and Information, Sample Contract, Sample Performance Bond, Sample Labor and Material Payment Bond, General Conditions, Special Conditions, Standard Specifications, Technical Specifications, Geotechnical Report (if any), Contract Drawings, Permits (if any), and any addenda issued and understands the terms, conditions, and requirements thereof; that if his/her bid is accepted that he/she agrees to furnish and deliver all materials except those specified to be furnished by the City (Owner) and to do and perform all work for said project, together with incidental items necessary to complete the work to be constructed in accordance with the Contract Documents, Contract Drawings, and Specifications annexed hereto.

Acknowledged (Acknowledged )

**Bid Lines**

**1 Package Header**

Schedule A: Base Bid Items

Quantity:   1   UOM:  EA  Total:

**Package Items**

**1.1 Mobilization/Demobilization**

Quantity:   1   UOM:  LS  Unit Price:  Total:

**1.2 Elevator Improvements For two (2) Existing Courthouse Elevators and one (1) Existing Jail Elevator- This Item Includes All Costs for Design and all State and Local Permitting. The contractor will be responsible for acquiring all permits. All upgrades shall match the recent elevator upgrades completed in 2021-2022 at the same location. See Attachment A for as-builts and equipment brochure.**

Quantity:   1   UOM:  LS  Unit Price:  Total:

**Response Total: \$325,165.00**

## Vendor Information

<b>Vendor Information:</b>	
Company Name: Specialized Elevator Services Holdings LLC, DBA Koch Elevator	Federal ID No: 83-4273922  UEI/DUNS #:
Mailing Address: 561 Sunshine Lane	City, State, Zip Code: Reno NV 89502
Telephone Number: 775-323-8822	Email: jason@kochelevator.com

<b>Contact Person/Title:</b>	
Name: Jason Harrison	Title: Manager
Mailing Address: 561 Sunshine Ln	City, State, Zip Code: Reno NV 89502
Telephone Number: 775-443-8695	Email: jason@kochelevator.com

<b>Licensing Information:</b>	
Nevada State Contractor's License Number: 0089731	
License Classification(s): C-7 Elevation and Conveyance	Date Issued: 08/01/2022
Limitation(s) of License: \$2,000,000.00	Date of Expiration: 08/31/2024
Name of Licensee: Qualified Individual CMS and Trade - Donovan McKeever Principal Name Managing Member - Leanne Flannery	
<b>Carson City Business License Number:</b>	

Name of Licensee: BL-002226-2020		
<b>Disclosures of Principals:</b>		
<b>Individual and/or Partnership:      Company is LLC – Not Applicable</b>		
<b>(1) Owner Name:</b>		
Address:		
City:	State:	Zip Code:
Telephone:	Email:	
<b>(2) Owner Name:</b>		
Address:		
City:	State:	Zip Code:
Telephone:	Email:	
<b>(1) Other Title:</b>		
Name:		
<b>(2) Other Title:</b>		
Name:		



**KOCH ELEVATOR PROJECTS**

<b><u>Address</u></b>	<b><u>Project Name</u></b>	<b><u>Type</u></b>
75 Court St 220 S Center St	75 Court St & 220 Parking Garage	Mod
55 Artemesia Wy	2021 UNR Argenta Hall GMP 1	2 New + 1 Mod
310 Galletti Wy	NDOT Dist. II HQ Renovation	New
885 E Musser St	Courts-Judges Elevator Upgrade	Mod
255 N Virginia	Passenger Elevator Upgrades	Mod
1 E 1st St	City Hall Elevator Modernization	Mod
401 S Carson St	Modernize #3 Legislative Bldg & Stewart St Garage	Mod
4755 Pasture Rd	Bldg 466 Elevator Upgrade	Mod
1155 Mill St	Renown Elevators #1-6 Modernization	Mod
100 W Liberty St	Museum Tower Elevator Modernization	Mod

## REFERENCES - Jobs for Applications

<u>Systems</u>	<u># cars</u>	<u>Contract \$</u>	<u>Owner or Contractor</u>
Traction	4	\$1,113,349.81	Washoe County
2 Traction 1 Hydro	3	\$1,529,415.00	Clark & Sullivan Construction
Hydro	1	\$243,478.01	Reyman Brothers Construction, Inc.
Hydro	1	\$88,677.48	City of Carson
Traction	3	\$1,049,954.00	Whitney Peak Hotel
Traction	4	\$1,203,040.97	City of Reno - Public Works
1 Hydro 1 Traction	2	\$407,201.19	Legislative Counsel Bureau
Traction	1	\$437,795.82	Defense Base Services, Inc.
Traction	6	\$1,564,383.00	Renown Regional Hospital
Traction	4	\$906,731.83	CBRE for Chawin Property, Inc.

<u>Project Manager</u>	<u>Email</u>	<u>PM #</u>	<u>PWP#</u>	<u>Substantial Completion Date</u>
Megan Sizelove	Msizelove@washoecounty.gov	530-680-8209	PWP#WA-2021-011	7/15/2022
Ryan Browne	rbrowne@clarksullavin.com	775-355-8500	PWP#WA-2021-092	7/12/2022
Darrell Linscott	dlinscott@reymanbrothers.com	775-830-6868	SP-MS-1201 (020)	12/15/2021
Ron Reed	rjreed@carson.org	775-283-7134	n/a	12/10/2021
Ramon Villegas	rvillegas@whitneypeakhotel.com	775-771-0499	n/a	12/10/2021
Kyle West	westk@reno.gov	775-334-2364		5/13/2021
Jon Vietti	Jon.Vietti@lcb.state.nv.us	775-684-6888		1/27/2021
Carl Britt	Carl.Britt@chugachgov.com	229-563-2678	n/a	1/25/2021
Don Majorsky	Don.Majorsky@renown.org	775-745-7172	n/a	7/22/2021
Mike Brown	Mike.Brown4@cbre.com	775-321-4488	n/a	8/1/2022

**BIDDER SUBCONTRACTOR INFORMATION**  
 (For subcontractors exceeding five percent (5%) of the bid amount)

Contract No.: 23300228 (PWP# CC-2023-185)

Contractor: Koch Elevator

Project No(s): P303423217

Address: 561 Sunshine Ln Reno NV 89502

Total Bid Amount \$ 325,165.00

Three Hundred Twenty Five Thousand, One Hundred Sixty Five & 00/100

This information must be submitted with your bid proposal. The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding 5% of the bid amount. Per NRS 338.141 Prime Contractor to list itself on Subcontractor's list if to perform any of the work.

SUBCONTRACTOR NAME AND ADDRESS <i>UEI NUMBER (if Federal Funds apply)</i>	PHONE NO.	PROPOSAL (BID) LINE ITEM NO(S).*	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED
Delta Fire Systems	775-359-0396	Est \$20,000	0089760		Life Fire Systems
Highland Electric	775-303-3652	Est \$10,000	0089968		Electrical
Koch Elevator	775-323-8822	Est \$300,000	0089731	\$2,000,000	Elevator Work

**The undersigned affirms all work, other than that being performed by the subcontractors listed in the subcontractor reports submitted for this contract, will be performed by the Prime Contractor listed above.**

\* Please list all items (attach a separate sheet if necessary). Do not enter "multiple" or "various."

Jason Harrison

03/20/2023

Contractor's Signature

Date

Telephone No. 775-323-8822

**BIDDER SUBCONTRACTOR INFORMATION**

(For subcontractors exceeding one percent (1%) of bid amount or \$50,000, whichever is greater)

Contract No.: 23300228 (PWP# CC-2023-185)

Contractor: Koch Elevator

Project No(s): P303423217  
\$ 325,165.00

Address: 561 Sunshine Ln Reno NV 89502  
Three Hundred Twenty Five Thousand, One Hundred Sixty Five & 00/100

Bid Amount \$ \_\_\_\_\_

This information must be submitted by the three (3) lowest bidders **no later than 2 hours after the bid opening time.** The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding 1% of the bid amount. Per NRS 338.141 Prime Contractor to list itself on Subcontractor's list if to perform any of the work.

SUBCONTRACTOR NAME AND ADDRESS <i>UEI NUMBER (if Federal Funds apply)</i>	SUBCONTRACTOR PHONE NO.	PROPOSAL (Bid) LINE ITEM NO(S).*	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED
Delta Fire Systems	775-359-0396	Est \$20,000	0089760		Life Fire Systems
Highland Electric	775-303-3652	Est \$10,000	0089968		Electrical
Koch Elevator	775-323-8822	Est \$300,000	0089731	\$2,000,000	Elevator Work

\* Please list all items (attach a separate sheet if necessary). Do not enter "multiple" or "various."

Jason Harrison  03/21/2023  
 Contractor's Signature Date  
 Telephone No. 775-443-8695

\*\*\*\*Email to [Cakers@carson.org](mailto:Cakers@carson.org)

**Certification of Authorization and Understanding**

Project Name: Public Safety Complex Elevator Upgrades

Project Number: 23300228 (PWP# CC-2023-185)

This is to certify that the principals, and the authorized payroll officer certify the following person(s) is designated as the payroll officer for the undersigned and is authorized to sign the Statement of Compliance which will accompany each weekly certified payroll report for this project.

**Colleen M. Christie**

Payroll Officer (Name)

Colleen M. Christie Digitally signed by: Colleen M. Christie  
DN: CN = Colleen M. Christie email =  
colleen@kochelevator.com C = AD O = Koch Elevator  
Date: 2022.11.01 09:27:27 -07'00'

Payroll Officer (Signature)

**Koch Elevator**

(Name of Contractor/Subcontractor)

By **Jason Harrison** Digitally signed by: Jason Harrison  
DN: CN = Jason Harrison email = jason@kochelevator.  
com C = AD O = Koch Elevator  
Date: 2022.11.01 09:29:59 -07'00'

(Owner's Signature)

**Jason Harrison**

(Title)

**Branch Manager**

(Contractor/Subcontractor License Number)

**03/20/2023**

(Date)

**Conflict of Interest Disclosure Form**

Date: 03/20/2023

Project: 23300228 (PWP# CC-2023-185)

Title: Public Safety Complex Elevator Upgrades

Name: Jason Harrison, 775-443-8695, jason@kochelevator.com


Position: Manager

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest:

I have no conflict of interest to report.

I have the following conflict of interest to report (please specify other nonprofit and for-profit boards you (and your spouse) sit on, any for-profit businesses for which you or an immediate family member are an officer or director, or a majority shareholder, and the name of your employer and any businesses you or a family member own:

I hereby certify that the information set forth above is true and complete to the best of my knowledge.

Signature: 7da6a0bb-555c-4d4a-9af1-bd1fc41e2a5a  Digitally signed by: 7da6a0bb-555c-4d4a-9af1-bd1fc41e2a5a  
DN: CN = 7da6a0bb-555c-4d4a-9af1-bd1fc41e2a5a  
Date: 2022.11.01 07:11:08 -07'00'

Date: 03/20/2023

# STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that  
**SPECIALIZED ELEVATOR SERVICES HOLDINGS LLC**

Licensed since August 01, 2022

License No. **0089731**

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

**PRINCIPALS:**

**C-7 Elevation and Conveyance**

LIMIT: \$2,000,000  
EXPIRES: 08/31/2024

3PHZ ELEVATOR SERVICES INC,  
Managing Member  
LEANNE FLANNERY, Managing  
Member  
DONOVAN MCKEEVER, QI



*[Signature]*  
Chair, Nevada State Contractors Board



### STATE OF NEVADA CONTRACTORS LICENSE

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

SPECIALIZED ELEVATOR SERVICES HOLDINGS LLC  
60 SHAWMUT ROAD  
SUITE 1  
CANTON, MA 02021  
LIMIT: \$2,000,000  
LIC. NO. 0089731  
EXPIRES: 08/31/2024

Class: C-7

### STATE OF NEVADA STATE CONTRACTORS BOARD

5390 Kietzke Lane, Suite 102, Reno, Nevada 89511  
8400 West Sunset Road, Suite 150, Las Vegas, Nevada 89113

### POCKET CARD RE-ORDER FORM

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

Firm Name \_\_\_\_\_

License No. \_\_\_\_\_

Date: \_\_\_\_\_ By: \_\_\_\_\_

SPECIALIZED ELEVATOR SERVICES HOLDINGS LLC  
60 SHAWMUT ROAD  
SUITE 1  
CANTON, MA 02021



**KOCH ELEVATOR CO.**

561 Sunshine Lane  
Reno, NV 89502  
(775) 323-8822 FAX (775) 351-1516

NV 0089731 CSLB 1057426

---

Date: March 21, 2023

Project: P303423217  
PWP# CC-2023-185

Subject: Equipment Intended With Bid Submittal

The following attachments are examples of the major components to be included in our bid submittal for the above referenced project. The overall goal is to provide uniformity of the 4 elevators at 885 Musser location to be identical in nature and create a better working environment for the elevator maintenance company for the long-term duration. This simplifies the necessary technical support, materials availability, and ease to perform standard maintenance on the equipment without the challenges of nonproprietary equipment.

**Equipment:**

Controller: GAL eHydro Controller & Landing System

Power Unit Package: Bore-Max Submersible w/Maxton valve

Door Operator: GAL MOVFE2500-HL closed loop linear operator

Phone & 2-way Video: controller Rath 2100-SVC, display 2100-SVD, camera 2100-SVCF

Fixtures: Innovation (Prestige) COP & Fixtures - See job specific shop drawings for reference.

Jason Harrison  
Koch Elevator  
[jason@kochelevator.com](mailto:jason@kochelevator.com)  
775-323-8822 office  
775-443-8695 cell



# REVISION RECORD

Exhibit A

DATE	REV	REV BY	
09/10/21	A	PRELIMINARY DRAWING	SLB
09/30/21	B	FINAL	SLB
		ALL SHEETS:      ADDED WORK ORDER NUMBERS	
		ADDED JOB NUMBER	

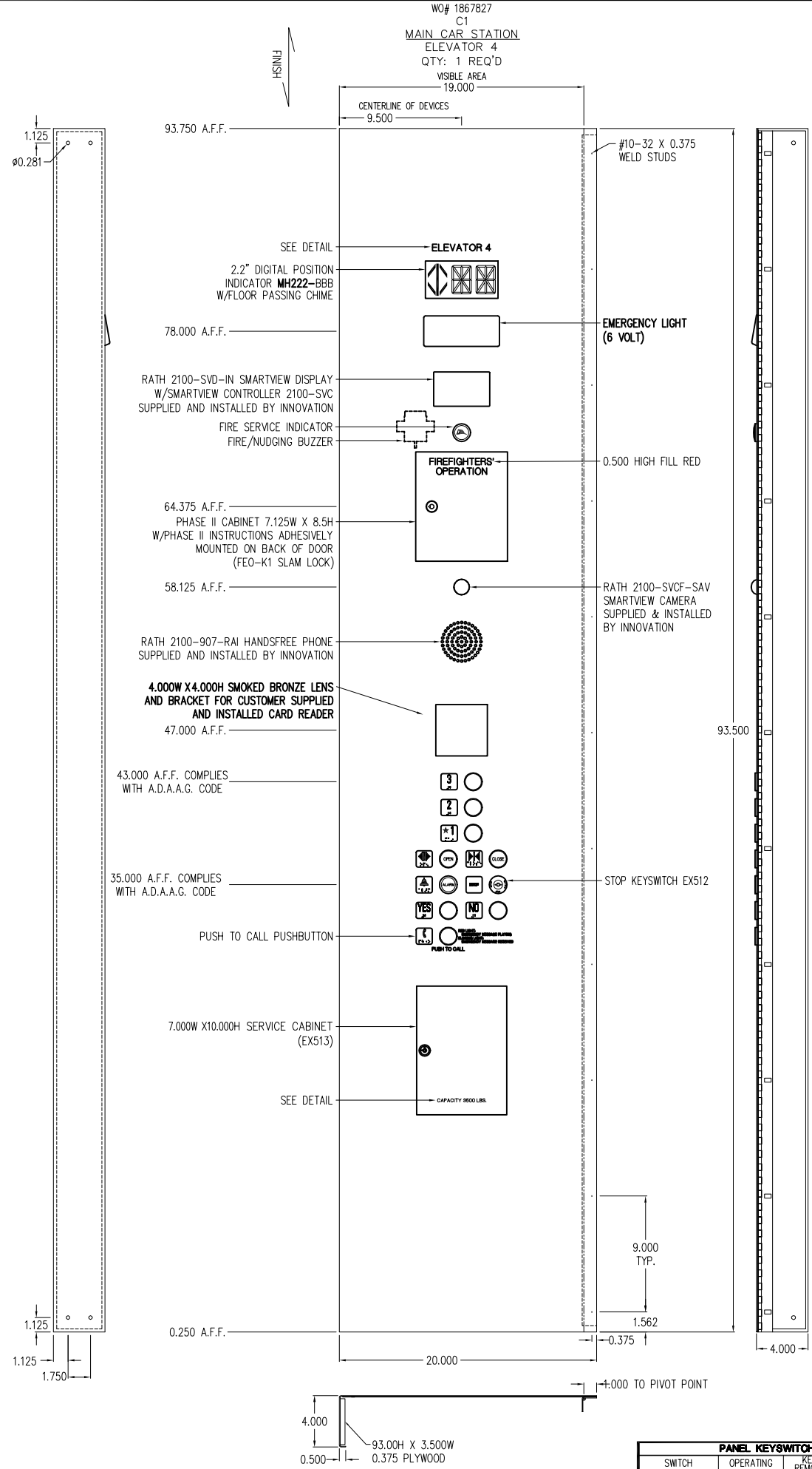
DATE	REV	REV BY	

DATE	REV	REV BY	

PURCHASE ORDER NO. <b>885 Musser Car 4</b>	  <p style="font-size: 8px; margin-top: 5px;">3500 E. MAIN ST., RUSSELLVILLE, AR 72802 (479) 968-2232      FAX (479) 968-7986</p>
INNOVATION JOB NO. <b>590662</b>	COMPANY / JOB NAME KOCH ELEVATOR / 885 MUSSER CAR 4
CUSTOMER JOB NO.	LOCATION: NV
QUOTE NO. <b>071321AK-8</b>	SALES REP: AK
	FILE NAME 590662A
	CHECKED:
	SHEET NO. 1 OF 4
	DRAWN BY: SLB
	SIZE B
	<b>REV B-FINAL</b>
	<b>DO NOT SCALE</b>

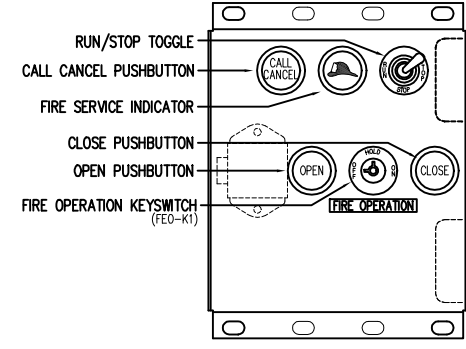
"Final-As-Built" drawings for your records. No further approval Required

L A N D I N G	FLOOR MARKINGS		
	FRONT	REAR	SIDE
60			
59			
58			
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2	2		
1	*1		



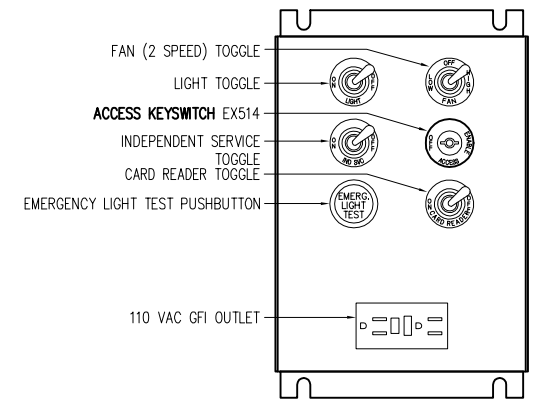
SWITCH IDENTIFICATION	OPERATING POSITIONS	KEY REMOVE POSITION	MAINTAINED POSITIONS	MOMEN. POS.	MOUNT	HALO COLOR
STOP	RUN-STOP	ALL	ALL		HOR	RED

2008-2019 ASME FIRE CABINET SUBPLATE LAYOUT



SWITCH IDENTIFICATION	OPERATING POSITIONS	KEY REMOVE POSITION	MAINTAINED POSITIONS	MOMEN. POS.	MOUNT	HALO COLOR
FIRE OPERATION	OFF-HOLD-ON	OFF-HOLD	ALL		VER	RED
STOP	RUN-STOP		ALL		VER	RED

SERVICE CABINET SUBPLATE LAYOUT



SWITCH IDENTIFICATION	OPERATING POSITIONS	KEY REMOVE POSITION	MAINTAINED POSITIONS	MOMEN. POS.	MOUNT	HALO COLOR
LIGHT	ON-OFF		ALL		HOR	BLACK
FAN (2 SPEED)	LOW-OFF-HIGH		ALL		HOR	BLACK
IND SVC	ON-OFF		ALL		HOR	BLACK
ACCESS	OFF-ENABLE	ALL	ALL		HOR	BLACK
CARD READER	ON-OFF		ALL		HOR	BLACK

ENGRAVING DETAILS

0.500 HIGH FILL BLACK ——— ELEVATOR 4

0.250 HIGH FILL BLACK ——— CAPACITY 3500 LBS.

APPROVED AS DRAWN: \_\_\_\_\_

APPROVED AS NOTED: \_\_\_\_\_

REVISE AND RESUBMIT: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

**DEVICE STYLE**

PB-35 PUSHBUTTON BLUE LED

PB-1 INDICATOR

PB-1 KEYSWITCH

PB-1 TOGGLE

**BRILLE ADA COMPLIANT:**

● 1.250 [31.75 mm] SQ.

— CUSTOM FISHTAIL BRILLE

— OVAL SURROUND 2.750 X 1.500

— 1.375 [34.93 mm] DIA.

STAINLESS CHARACTERS ON BLACK BACKGROUND

FASTENERS (#8-32 X 1.500) BUTTONHEAD

**ELEVATOR CONTROLLER INFORMATION**

MANUFACTURER: GAL

MODEL: GALAXY

FIXTURE VOLTAGE: 24 VDC

POLARITY: \_\_\_\_\_

**CAR STATION INFORMATION**

MATERIAL: 16 GA. (TYPE 304) STAINLESS STEEL

FINISH: NO. 4 PREGRAIN

ENGRAVING FONT: HELVETICA LIGHT

BEVEL 15': NO

PREWIRE: NO

HINGING: RIGHT

PIANO HINGE TYPE: CUSTOM

CAPACITY: CAPACITY 3500 LBS.

**ASME / STATE / FIRE CODE**

FIRE YEAR CODE: 2019

FIRE KEYCODE: FE0-K1

**DIGITAL PI INFORMATION**

DISPLAY COLOR: BLUE

LENS COLOR: BLUE

SIGNAL VOLTAGE: \_\_\_\_\_

SIGNAL FORMAT: \_\_\_\_\_

NO. OF INPUTS: \_\_\_\_\_

SCROLLING: (IH320 ONLY)

**INNOVATION INDUSTRIES INC**

3500 E. MAIN ST., RUSSELLVILLE, AR 72802

(479) 968-2232 FAX (479) 968-7986

COMPANY / JOB NAME

KOCH ELEVATOR / 885 MUSSER CAR 4

LOCATION:

NV

PURCHASE ORDER NO.

885 Musser Car 4

JOB NO. 590662	WORK ORDER NO. 1867827	QUOTE NO. 071321AK-8
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SALES REP: AK	FILE NAME 590662B	SHEET NO. 2 OF 4
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**REV B-FINAL**

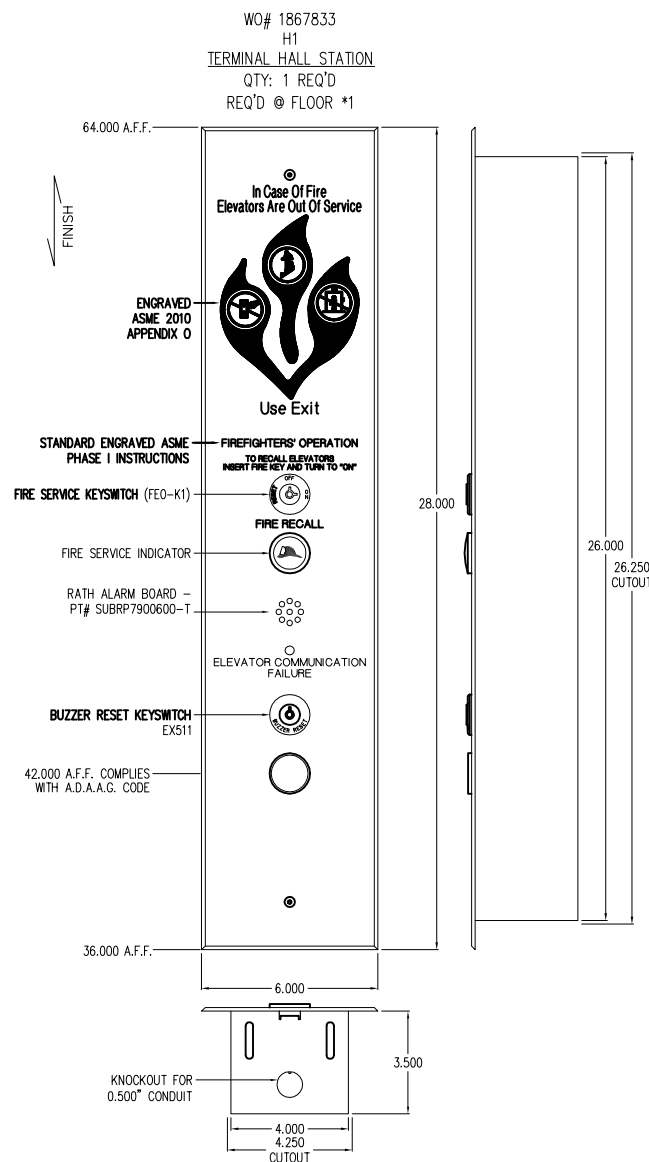
DRAWN BY: SLB

**DO NOT SCALE**

SIZE **B**

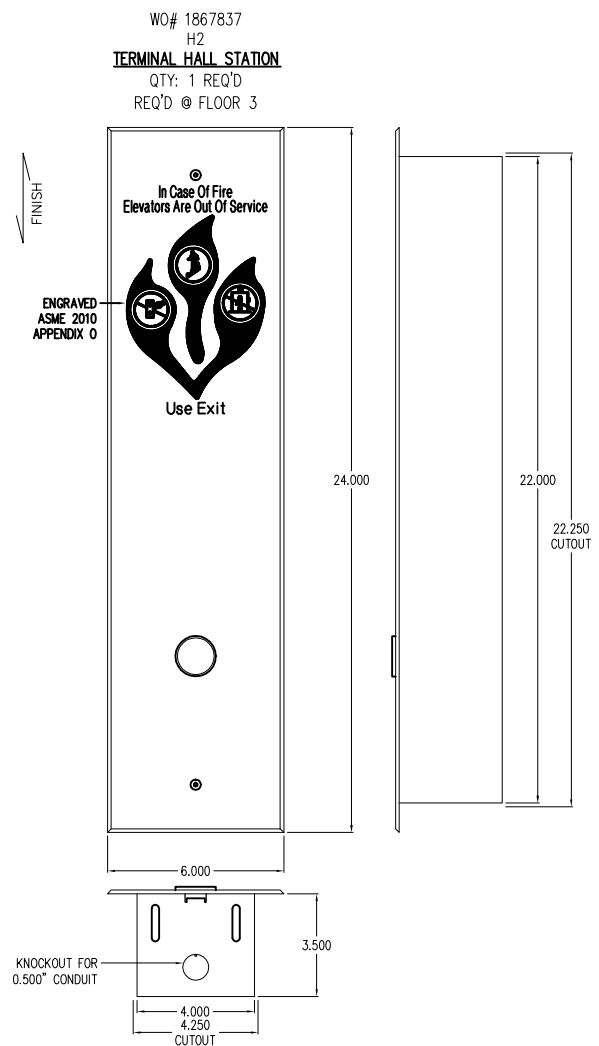
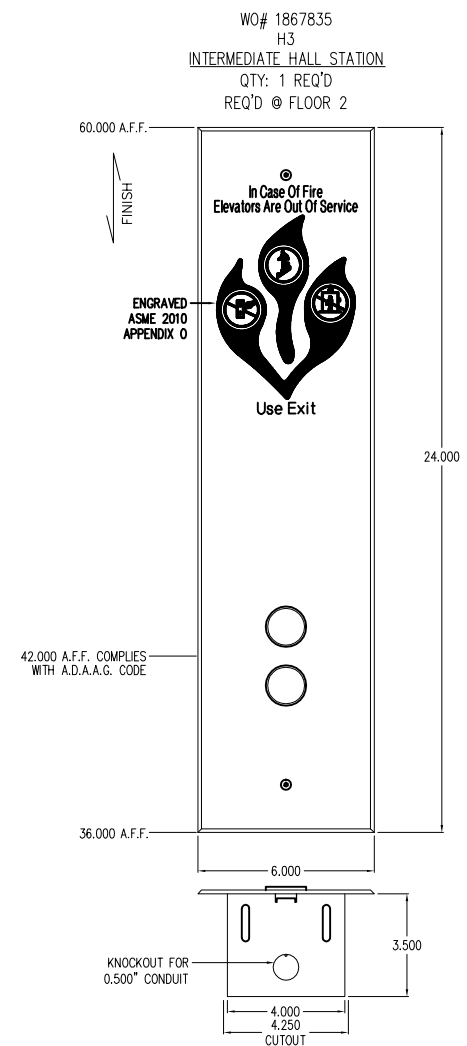
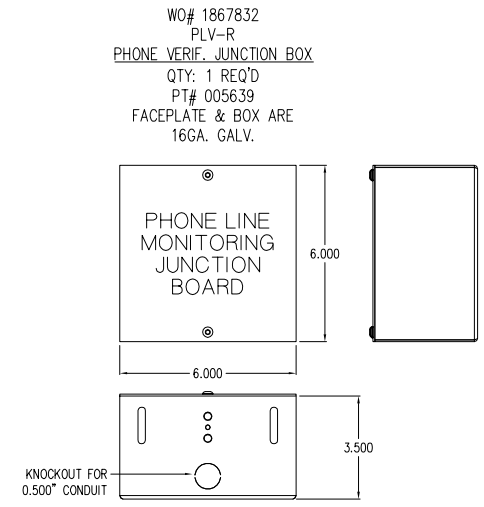
"Final-As-Built" drawings for your records. No further approval Required

L	ELEVATOR
A	4
N	FLOOR MARKINGS
D	FRONT
I	REAR
N	SIDE
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**KEYSWITCHES ON FACEPLATE**

SWITCH IDENTIFICATION	OPERATING POSITIONS	KEY REMOVE POSITION	MAINTAINED POSITIONS	MOMEN. POS.	MOUNT	HALO COLOR
FIRE RECALL	RESET-OFF-ON	OFF-ON	ALL		HOR	RED
BUZZER RESET	(OFF-ON)	(OFF)	(OFF)	(ON)	SWH	BLACK



**DEVICE STYLE**  
PB-35 PUSHBUTTON BLUE LED  
PB-1 INDICATOR  
PB-1 KEYSWITCH  
TOGGLE

**BRILLE ADA COMPLIANT:**  
1.250 [31.75 mm] SQ.  
CUSTOM FISHTAIL BRILLE  
OVAL SURROUND 2.750 X 1.500  
1.375 [34.93 mm] DIA.  
CHARACTERS ON \_\_\_\_\_ BACKGROUND

FASTENERS (#10-24 X 2.000) BUTTONHEAD

**Exhibit A**

**ADVISORY NOTES**  
1. ALL ITEMS SHOWN ON RIGHT WITH ASTERISK (\*) TO BE ADVISED PRIOR TO MANUFACTURING.

**ELEVATOR CONTROLLER INFORMATION**  
MANUFACTURER: GAL  
MODEL: GALAXY  
FIXTURE VOLTAGE: 24 VDC  
POLARITY: \_\_\_\_\_  
PULSE WIDTH MODULATION OPTION(Y/N): \*

**EXISTING FACEPLATE DIMENSIONS**  
HEIGHT: 11.000  
WIDTH: 5.000  
TOP AFF: H1/H3/47.00, H2/48.50  
BOTTOM AFF: H1/H3/36.00, H2/47.50  
BOX DEPTH: 4.000

**LANTERN INFORMATION**  
UP: \_\_\_\_\_  
DOWN: \_\_\_\_\_  
HALL CHIME: \_\_\_\_\_  
CAR CHIME: \_\_\_\_\_

**HALL EQUIPMENT INFORMATION**  
MATERIAL: 11 GA. (TYPE 304)  
FINISH: NO. 4 BRUSHED

ENGRAVING FONT: HELVETICA LIGHT  
BEVEL 15: YES  
PREWIRE: NO

**ASME / STATE / FIRE CODE**  
FIRE YEAR CODE: 2019  
FIRE KEYCODE: FE0-K1

**DIGITAL PI INFORMATION**  
DISPLAY COLOR: \_\_\_\_\_  
LENS COLOR: \_\_\_\_\_  
SIGNAL VOLTAGE: \_\_\_\_\_  
SIGNAL FORMAT: \_\_\_\_\_  
NO. OF INPUTS: \_\_\_\_\_  
SCROLLING: (H320 ONLY)

**INNOVATION INDUSTRIES INC**

3500 E. MAIN ST., RUSSELLVILLE, AR 72802  
(479) 968-2232 FAX (479) 968-7986

COMPANY / JOB NAME  
KOCH ELEVATOR / 885 MUSSER CAR 4

LOCATION:  
NV

PURCHASE ORDER NO.  
885 Musser Car 4

JOB NO. 590662	WORK ORDER NO. SEE DWG	QUOTE NO. 071321AK-8
SALES REP: AK	FILE NAME 590662C	SHEET NO. 3 OF 4

REV B-FINAL  
DO NOT SCALE

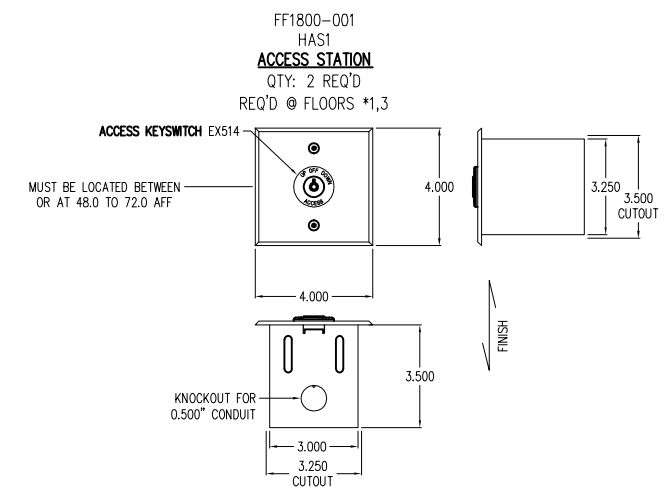
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SLB  
SIZE  
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APPROVED AS DRAWN:	APPROVED BY: _____
APPROVED AS NOTED:	
REVISE AND RESUBMIT:	

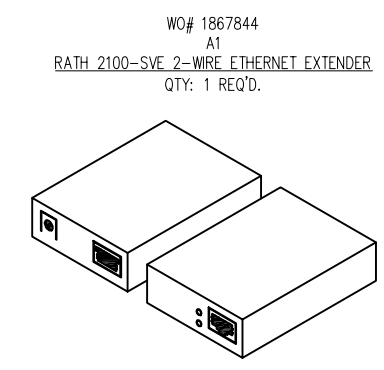
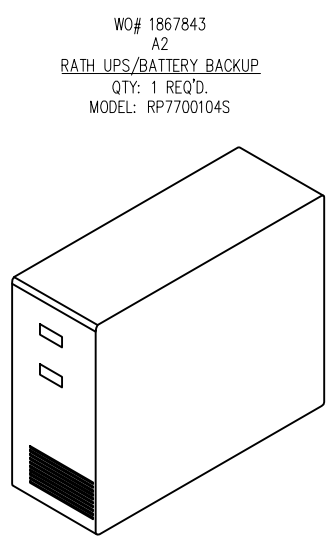
DATE: \_\_\_\_\_

"Final-As-Built" drawings for your records. No further approval Required

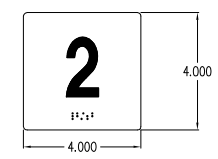
L	ELEVATOR
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D	FRONT
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1	*1



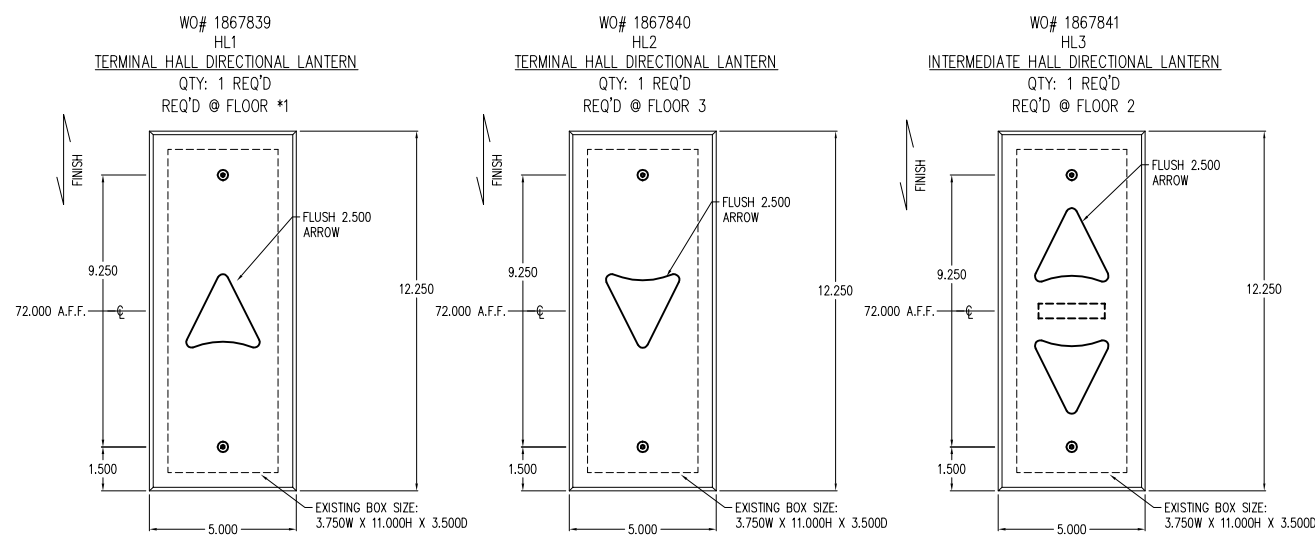
KEYSWITCHES ON FACEPLATE						
SWITCH IDENTIFICATION	OPERATING POSITIONS	KEY REMOVE POSITION	MAINTAINED POSITIONS	MOMEN. POS.	MOUNT	HALO COLOR
ACCESS	UP-OFF-DN	OFF	OFF	UP-DN	HOR	BLACK



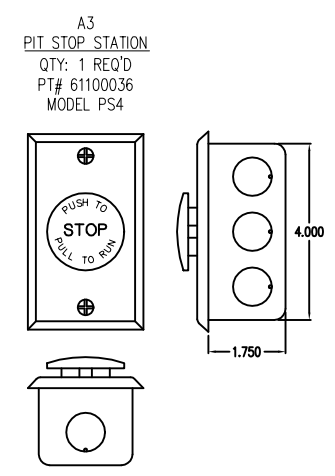
WO# 1867842  
A4  
JAMB TAGS  
STAINLESS CHARACTERS  
ON BLACK BACKGROUND  
SELF-ADHESIVE  
EJ4-



ELEVATOR	QTY	FLOORS
4	2 EA	*1,2,3



KOCH ELEVATOR TO REUSE EXISTING BOXES. INNOVATION TO SUPPLY NEW FACEPLATE, LENSES, LED BOARDS, CHIME, & #10-24 FASTENERS. CHIME TO MOUNT IN EXISTING BOX.



**DEVICE STYLE**  
 \_\_\_\_\_ PUSHBUTTON \_\_\_\_\_  
 \_\_\_\_\_ INDICATOR \_\_\_\_\_  
 \_\_\_\_\_ PB-1 KEYSWITCH \_\_\_\_\_  
 \_\_\_\_\_ TOGGLE \_\_\_\_\_

**BRILLE ADA COMPLIANT:**  
 \_\_\_\_\_ 1.250 [31.75 mm] SQ.  
 \_\_\_\_\_ CUSTOM FISHTAIL BRILLE  
 \_\_\_\_\_ OVAL SURROUND 2.750 X 1.500  
 \_\_\_\_\_ 1.375 [34.93 mm] DIA.  
 \_\_\_\_\_ CHARACTERS ON \_\_\_\_\_ BACKGROUND

FASTENERS (#10-24 X 2.000) BUTTONHEAD

Exhibit A

**ELEVATOR CONTROLLER INFORMATION**

MANUFACTURER: GAL  
 MODEL: GALAXY  
 FIXTURE VOLTAGE: 24 VDC  
 POLARITY: \_\_\_\_\_

**EXISTING FACEPLATE DIMENSIONS**

HEIGHT: \_\_\_\_\_  
 WIDTH: \_\_\_\_\_  
 TOP AFF: \_\_\_\_\_  
 BOTTOM AFF: \_\_\_\_\_  
 BOX DEPTH: \_\_\_\_\_

**LANTERN INFORMATION**

UP: BLUE (LED)  
 DOWN: BLUE (LED)  
 HALL CHIME: SERIAL PT#59419124  
 CAR CHIME: \_\_\_\_\_

**HALL EQUIPMENT INFORMATION**

MATERIAL: 11 GA. (TYPE 304)  
 STAINLESS STEEL  
 FINISH: NO. 4 BRUSHED

ENGRAVING FONT: \_\_\_\_\_  
 BEVEL 15: YES  
 PREWIRE: NO

**ASME / STATE / FIRE CODE**

FIRE YEAR CODE: 2019  
 FIRE KEYCODE: \_\_\_\_\_

**DIGITAL PI INFORMATION**

DISPLAY COLOR: \_\_\_\_\_  
 LENS COLOR: \_\_\_\_\_  
 SIGNAL VOLTAGE: \_\_\_\_\_  
 SIGNAL FORMAT: \_\_\_\_\_  
 NO. OF INPUTS: \_\_\_\_\_  
 SCROLLING: (IH320 ONLY)

**INNOVATION INDUSTRIES INC**

3500 E. MAIN ST., RUSSELLVILLE, AR 72802  
 (479) 968-2232 FAX (479) 968-7986

COMPANY / JOB NAME  
 KOCH ELEVATOR / 885 MUSSER CAR 4

LOCATION:  
 NV

PURCHASE ORDER NO.  
 885 Musser Car 4

JOB NO. 590662	WORK ORDER NO. SEE DWG	QUOTE NO. 071321AK-8
-------------------	---------------------------	-------------------------

SALES REP: AK	FILE NAME 590662D	SHEET NO. 4 OF 4
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REV B-FINAL  
 DRAWN BY: SLB

DO NOT SCALE  
 SIZE B

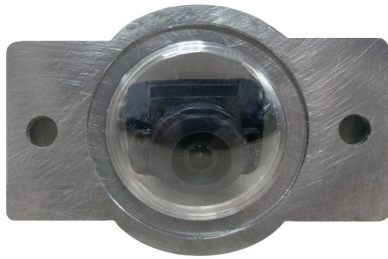
APPROVED AS DRAWN: \_\_\_\_\_  
 APPROVED AS NOTED: \_\_\_\_\_  
 REVISE AND RESUBMIT: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_  
 DATE: \_\_\_\_\_

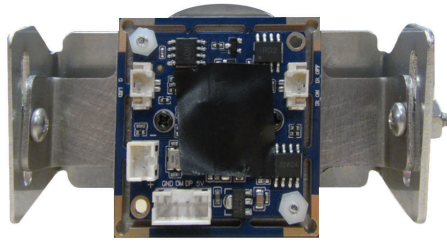
"Final-As-Built" drawings for your records. No further approval Required



## SmartView Two-Way Elevator Visual Communication System 2100-SVCF



Front View



Back View



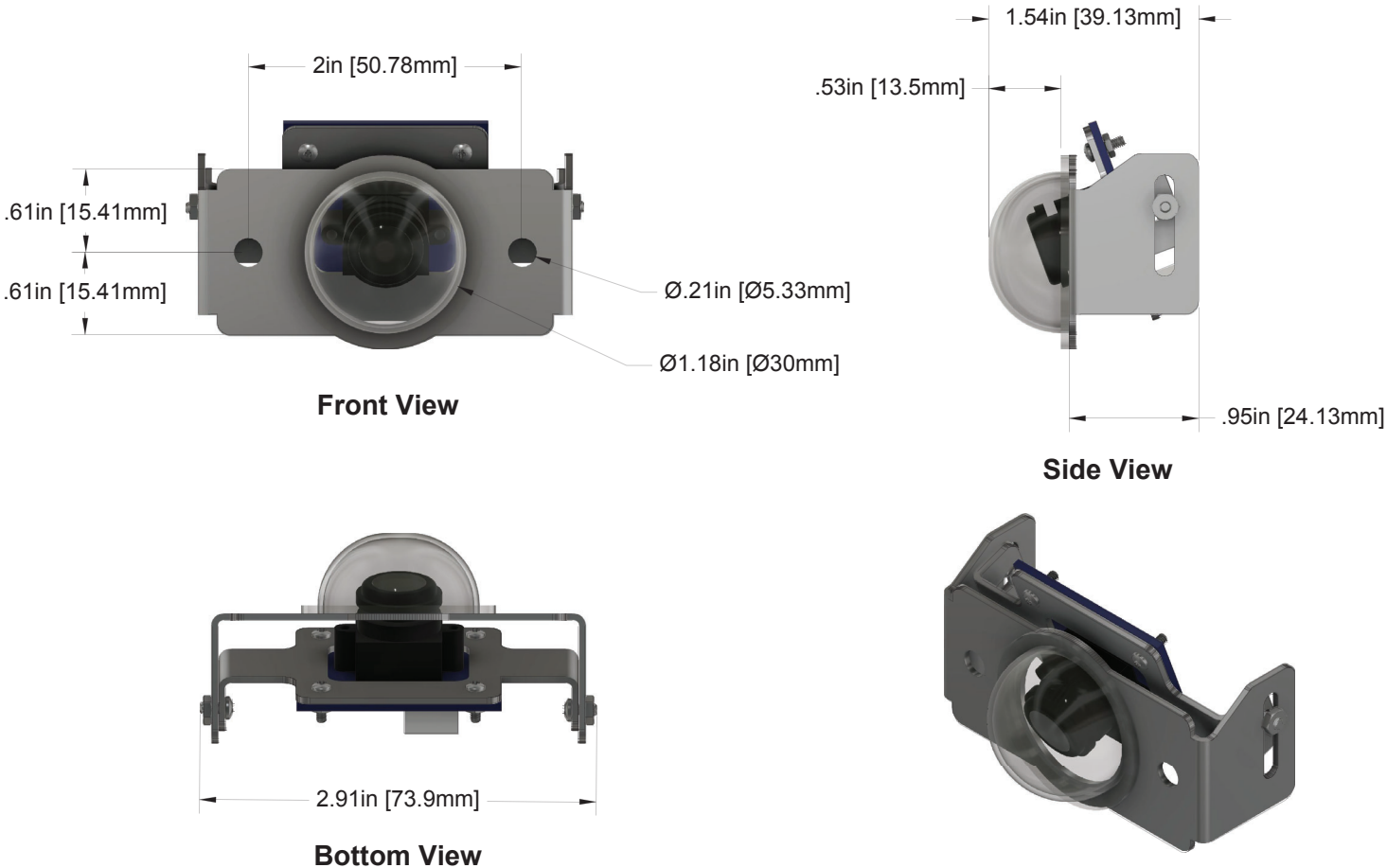
Side View

### Behind the Panel Camera Part #: 2100-SVCF

#### **Features:**

- **Camera Dimensions:** 1.49" H x 1.49" W x 0.98" D
- **Bracket Dimensions:** 2.75" H x 3.9" W x 1" D
- **Operating Temperature:** 32° F to 140° F (0° C to 60° C)
- **Power:** Powered by the SmartView Controller
- Clear Acrylic Dome included
- Interfaces with the SmartView Controller
- 16' connection cable to the SmartView Controller included
- Adjustable mounting frame
- Wide angle lens with 170° viewing
- Recommended mounting height 55"-60" from floor
- Recommended angle adjustment 30° downward
- Certified to CSA Standard B44.1, conforms to ASME Standard 17.5

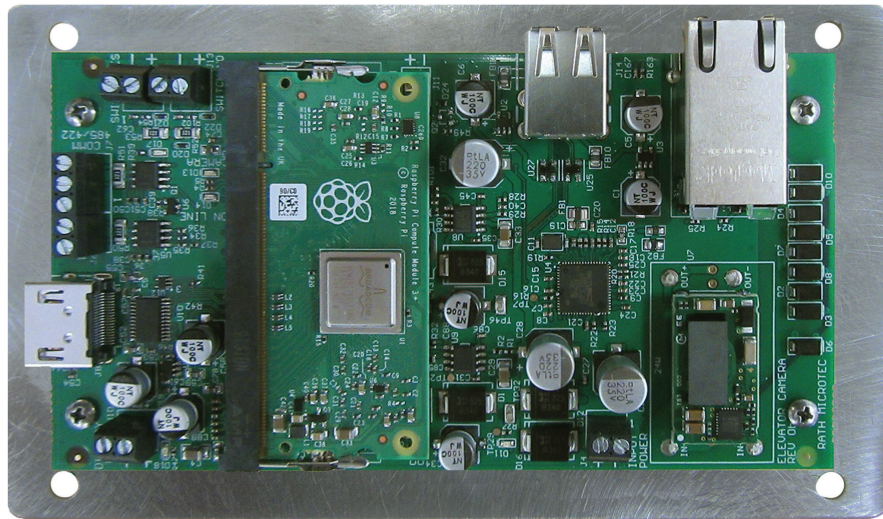
# RATH 2100-SVCF







## SmartView Two-Way Elevator Visual Communication System 2100-SVC & 2100-SVC-1



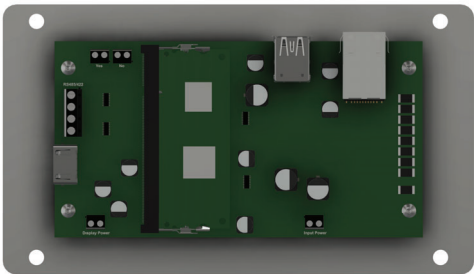
**SmartView Controller**  
**Part #s: 2100-SVC & 2100-SVC-1**

### **Features:**

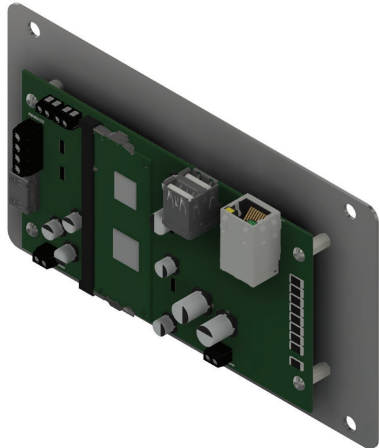
- **Overall Dimensions:** 4" H x 7" W x 1.2" D
- **Operating Temperature:** 32° F to 158° F (0° C to 70° C)
- **Power Requirement:** 12v or 24v power supply or POE
- **2100-SVC:** *Press Yes or No Button*
- **2100-SVC-1:** *Press Door Open for Yes, Press Door Closed for No*
- Compatible with the SmartView Software
- Compatible with the SmartView Display and CE Elite Pi Display  
(Notify RATH® if you are using a CE Elite Pi Display when placing an order so the Controller can be pre-programmed appropriately)
- Connection for the SmartView Camera
- Dry contacts for Yes/No inputs
- Controller Board features a uniquely assigned ID address for easy software setup
- Requires CAT5 or better Ethernet connection or connection to a 2-wire extender
- Requires power from the elevator or remotely in the machine or electrical room
- Mounting plate included
- Certified to CSA Standard B44.1, conforms to ASME Standard 17.5
- **Data Usage:** 4.4 mb/minute in active state  
0 in idle state (pings every 24 hours)
- **Current Draw**  
**Active:**  
12v = 1A  
24v = 0.5A  
**Idle:**  
12v = 0.5A  
24v = 0.25A



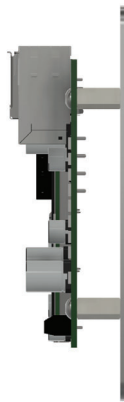
# RATH 2100-SVC & 2100-SVC-1



Front View

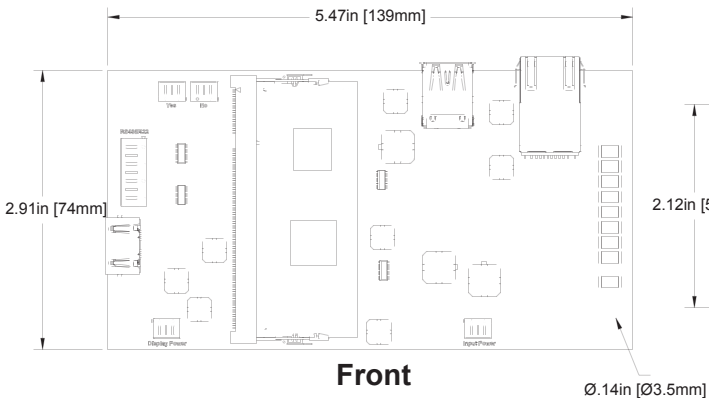


Angled View

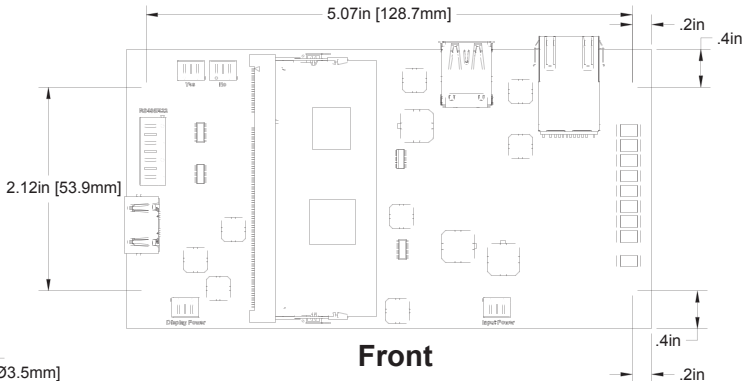


Side View

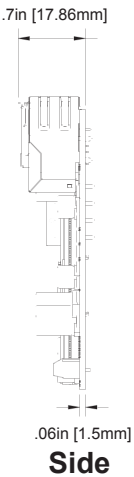
### Controller Board:



Front

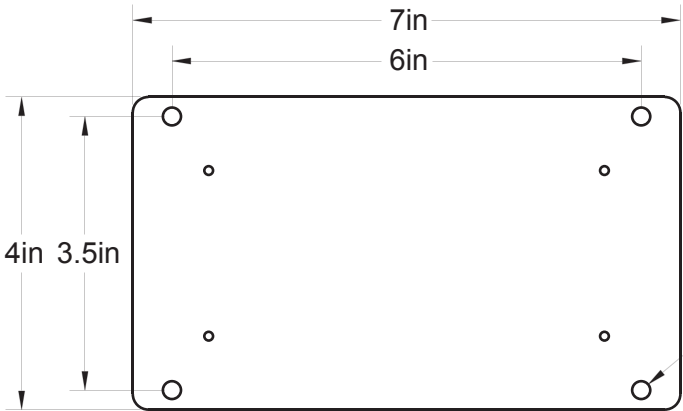


Front



Side

### Mounting Plate:



Front

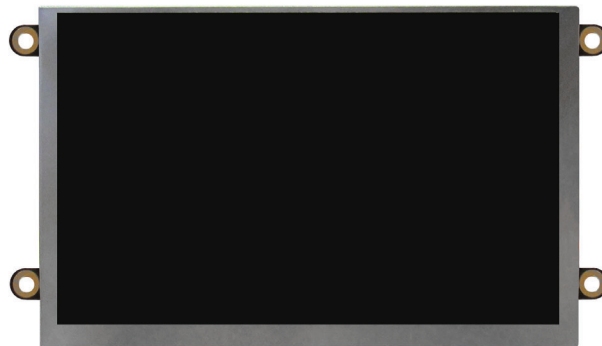


Side

Ø.23in



## SmartView Two-Way Elevator Visual Communication System 2100-SVD\_



SmartView Display

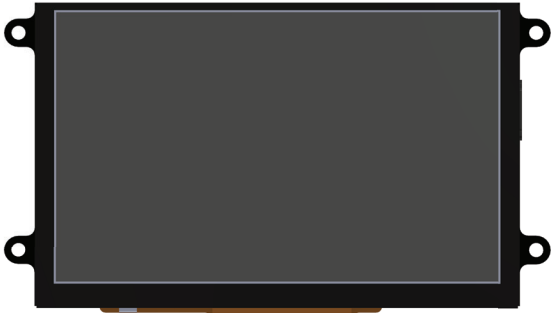
### Part Numbers:

- **2100-SVD** (0.0625" window)
- **2100-SVDA** (0.125" window)
- **2100-SVDB** (0.109" window)
- **2100-SVDC** (0.078" window)
- **2100-SVDE** (0.118" window)

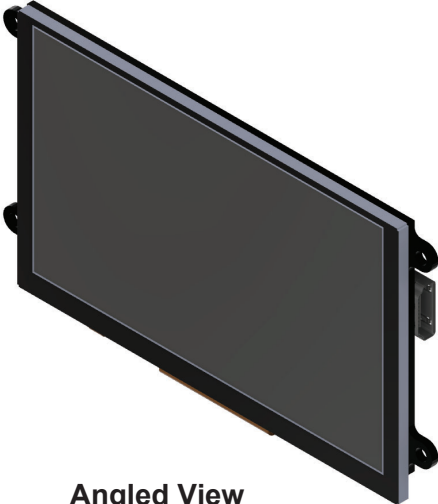
### Features:

- **Overall Dimensions:** 2.98" H x 5.35" W x 0.63" D
- **Panel Cut Out Dimensions:** 2.67" H x 4.37" W
- **Operating Temperature:** -4°F to 158°F (-20°C to 70°C)
- **Power Requirement:** 5V/1A power supply with 5.5mm barrel connector, or powered by the SmartView Controller
- Includes 20' power cable and 20' HDMI cable to connect to the SmartView Controller
- Includes clear protective window
- 5" screen size
- 3/16" default text size
- 800 x 480 pixels
- 75° viewing angle
- Certified to CSA Standard B44.1, conforms to ASME Standard 17.5

**RATH** 2100-SVD\_



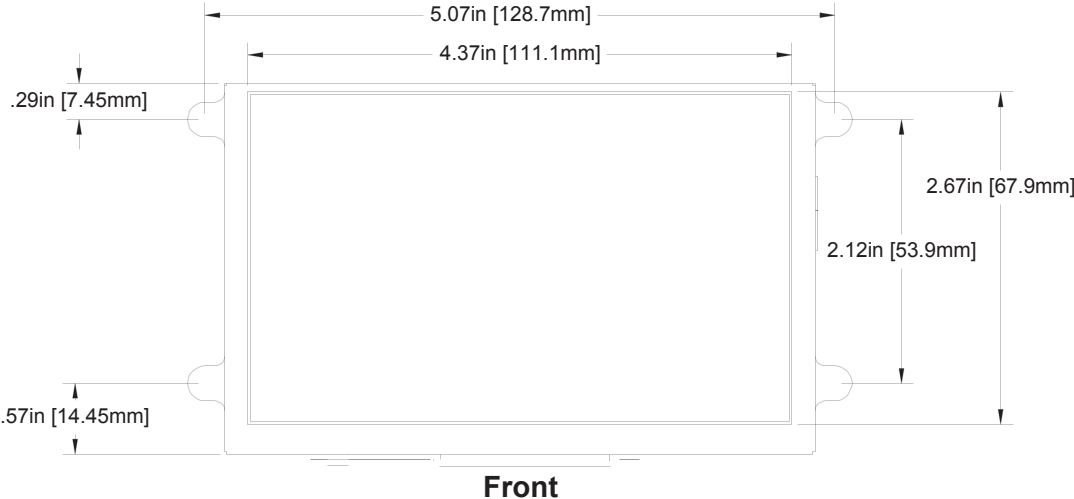
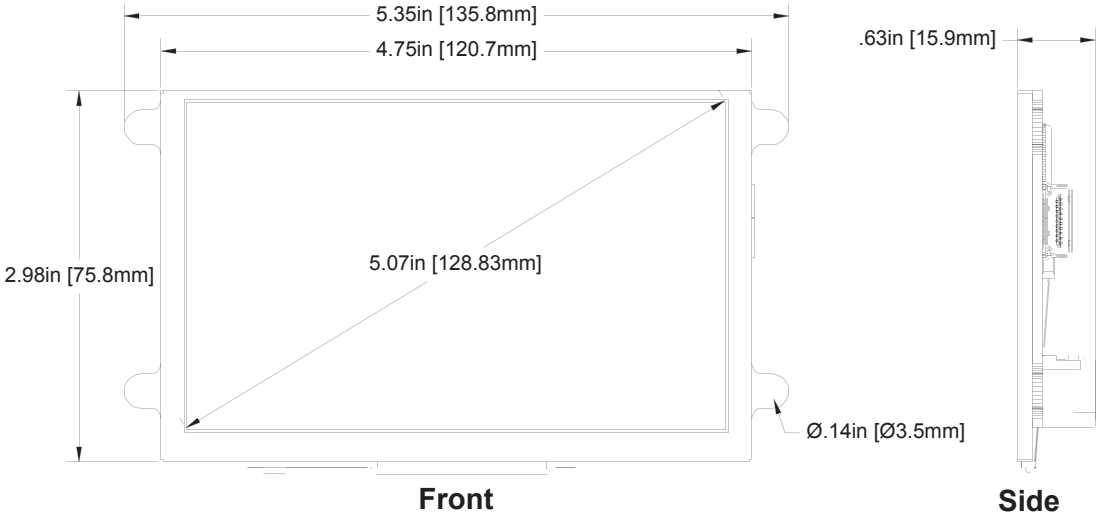
Front View



Angled View



Side View



# VANTAGE ELEVATOR SOLUTIONS



# **RENEW** hydro™

HYDRAULIC ELEVATOR MODERNIZATION

# MODERNIZATION MADE EASY



**REQUEST**



**QUOTE**



**ORDER**

Introducing our **RENEW**hydro™ modernization solution offering customers five key hydraulic products in one, reducing complexity and loss of valuable time.



## **VANTAGE RENEW** hydro™ **BENEFITS:**

- Reduces labor resources, saving you time and money



- Standard shipping costs included
- Save time using **RENEW** hydro™ - 1 Request | 1 Quote | 1 Order
- Includes our industry leading, non-proprietary, key system components -controller, submersible pump unit, door equipment, fixtures and an electrical package
- All products are pre-engineered and configurable
- Increased safety, reliability, ride quality and value
- Unmatched product and customer support, our regional field engineers are on standby 24/7

## **GENERAL PRODUCT RANGE – AT-A-GLANCE:**

- Simplex or duplex operation
- Speed: 50 – 150 fpm
- Capacity: 1500 – 5000 lbs.
- Stops (Maximum): 5
- Openings (Maximum): 10
- Rise (Maximum): 60'
- Loading: Class A (Passenger)
- Pump unit type: Submersible
- NEMA 1 machine room and hoistway condition
- 208 – 575 VAC, 3 Phase, 60 Hz | 220 VAC, 1 Phase, 60 Hz

**DEALING WITH AN APPLICATION OUTSIDE OF THIS RANGE? WE HAVE YOU COVERED, JUST GIVE US A CALL!**

# RENEW hydro™

## WHAT'S INCLUDED

Our *RENEW* hydro™ solution includes a controller, submersible pump unit, door equipment, fixtures and electrical package.



CONTROLLER 1

SUBMERSIBLE PUMP UNIT 2

DOOR EQUIPMENT 3

FIXTURES 4

ELECTRICAL PACKAGE 5

## CONTROLLER 1

**RENEW** hydro™ offers our vertically-integrated GAL eHydro or Elevator Controls Pixel Hydro controller solutions.

### STANDARD FEATURES:

- Standard-solid-state starters
- 3 points of access, facilitating easy car diagnostics and performance adjustments
- Intuitive, easy-to-learn full-color user interface
- Fully-integrated Absolute Positioning System (APS), that provides exact car position at all times
- Serial Position Indicator Interface, COP, and Hall Station

### OPTIONAL FEATURES:

- Battery lowering
- Emergency power interface
- Door hold operation
- Attendant operation
- EMT operation
- Keyed floor lockout interface
- Card reader interface
- Hospital service
- Loadweigh interface
- Dual piston synchronization
- Governor interface (Roped)

**EC** ELEVATOR  
CONTROLS  
PIXEL HYDRO



**GAL**  
eHydro



## **SUBMERSIBLE PUMP UNIT** 2

*RENEW* hydro™ includes our Bore-Max submersible pump unit which is designed to withstand decades of trouble-free service.

### **STANDARD FEATURES:**

- Maxton valves
- 10 – 50 HP
- Removable ventilated hinged / fixed lid allows ease of access, especially to the valve
- Isolated sub-frame allows easy of removal and replacement of components
- Pressure test gauge and shutoff valve
- Oil sight gauge
- Isolated structural channels promote free airflow, reducing the risk of untimely tank bottom rust
- BoreMax blowout proof chamber muffler

### **OPTIONAL FEATURES:**

- Shutoff valve
- Isolation couplings
- Pipe rupture/overspeed valve
- 120 starts per hour motors
- Oil heater
- Oil cooler pre-plumbing (Cooler by others)
- Bladder suppressor – nitrogen charged
- Low oil switch
- Low pressure switch
- Hot oil switch



**BORE-MAX**  
**SUBMERSIBLE**  
**PUMP UNIT**

## **DOOR EQUIPMENT** 3

GAL is the most trusted brand for non-proprietary door equipment with combinations to satisfy all applications.

**RENEW** hydro™ offers you five convenient door bundle choices (three Harmonic and two Linear) for cabs up to 10' and door heights up to 9':

### **GAL-MOVFR II DOOR OPERATOR PACKAGE:**

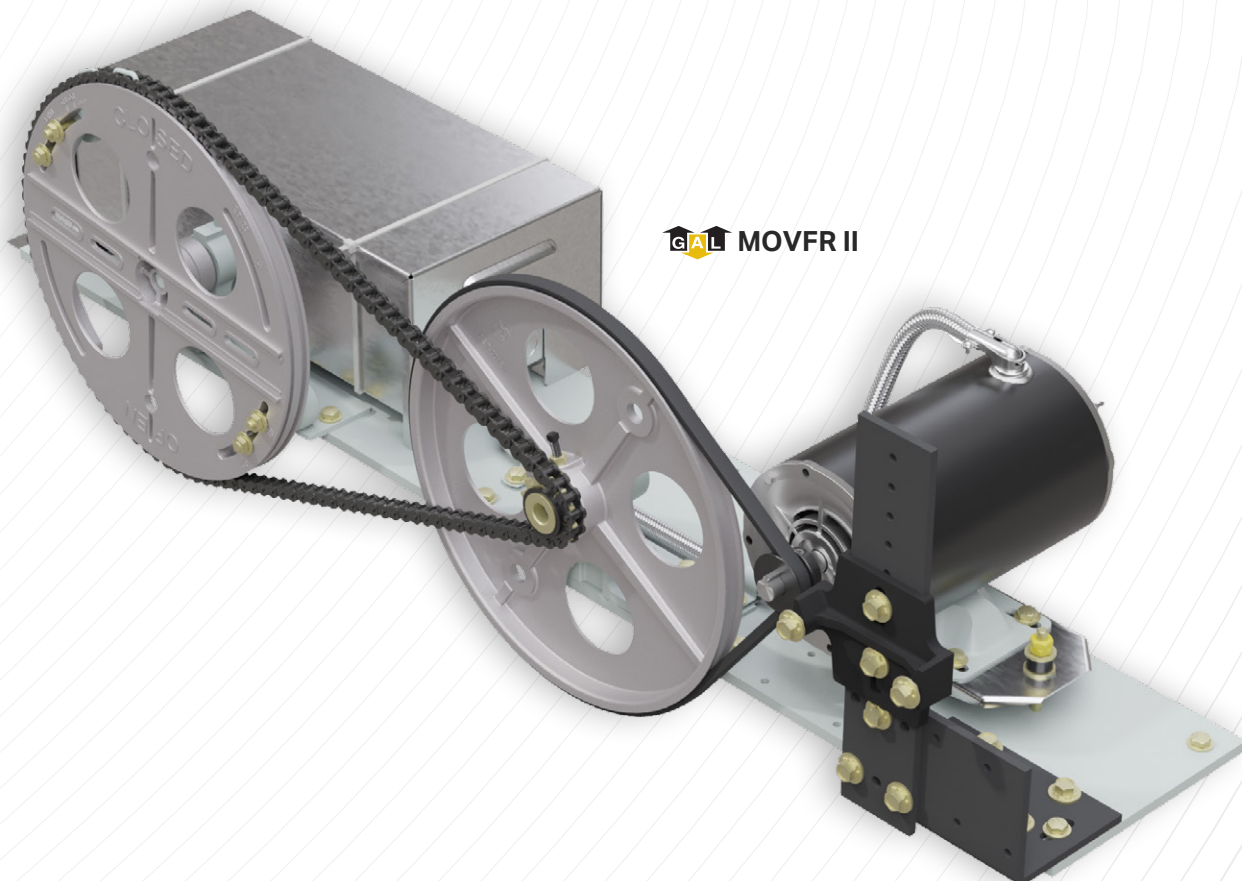
- Closed loop door operator, gate switch, arm(s), car door clutch and ScanGuard "Plug and Play" infrared door protection w/ integrated power supply
- Standard features include VVVF closed loop motor control, built-in diagnostics, up to 5 preset parameters, CAN communication connection
- NEMA 1 enclosure and a heavy duty 1/2 HP 220-230 VAC motor

### **GAL-MOVFR II DOOR OPERATOR AND CAR DOOR EQUIPMENT PACKAGE:**

- Door operator package (listed above) + car door tracks, hangers, rollers, wiper kits and headers

### **GAL-MOVFR II CAR AND HATCH DOOR EQUIPMENT PACKAGE:**

- Door operator package (listed above) + car door equipment package (listed above) + hatch door hangers, rollers, top safety retainer, tracks, spring door closers, interlocks, keepers, roller releases, pick up rollers, linkage and hardware



**GAL MOVFR II**

## GAL MOVFE-HL CAR DOOR PACKAGE:

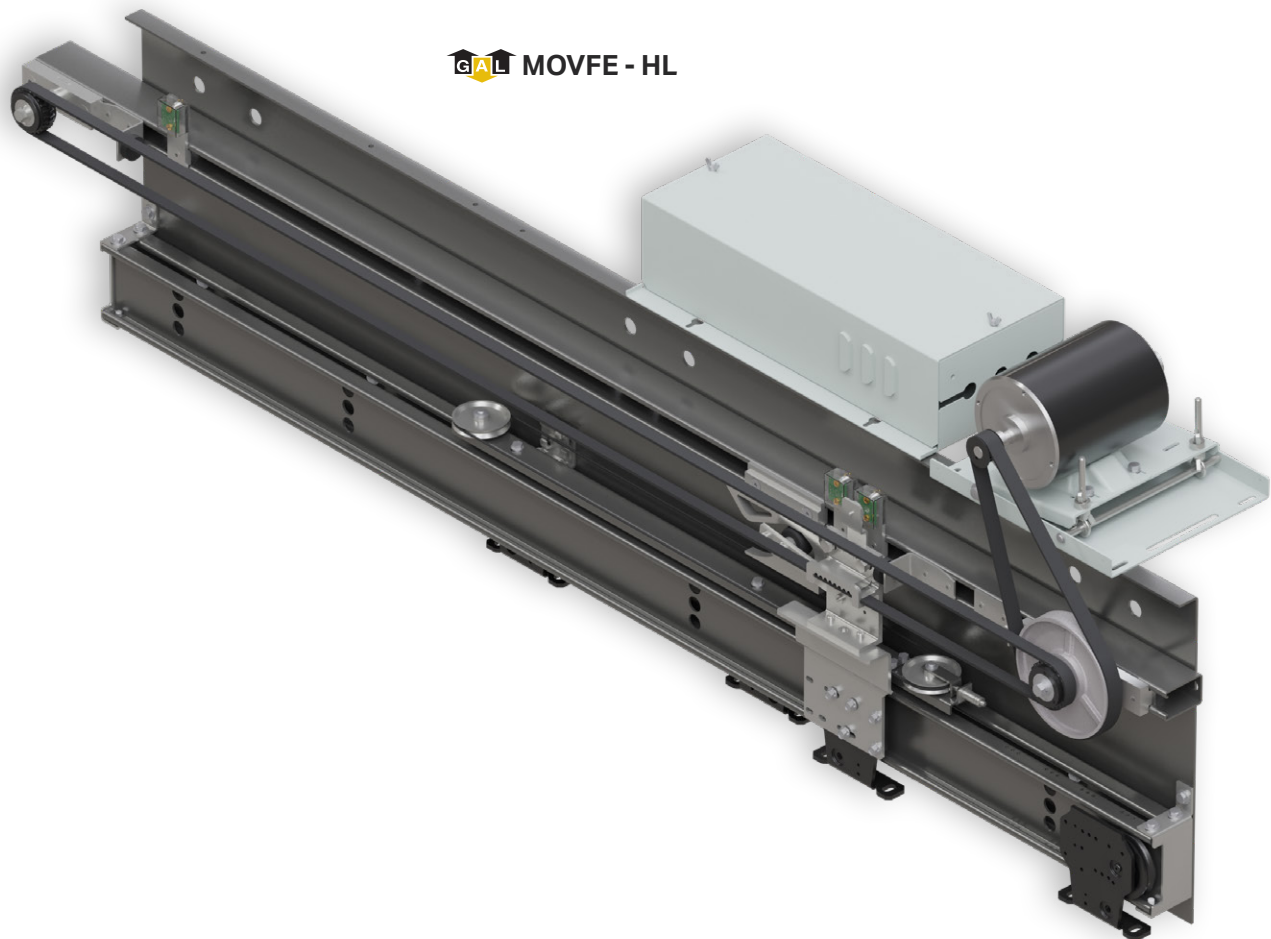
- Dual closed loop linear door operator, car door track, hangers, header, gate switch, car door hangers, rollers, wiper kits, car door clutch, and ScanGuard "Plug and Play" infrared door protection w/integrated power supply

## GAL MOVFE-HL CAR AND HATCH DOOR EQUIPMENT PACKAGE:

- Operator / car door package (listed above) + hatch door hangers, rollers, top safety retainer, tracks, spring door closers, interlocks, keepers, roller releases, pick up rollers, linkage and hardware

## OPTIONAL DOOR EQUIPMENT

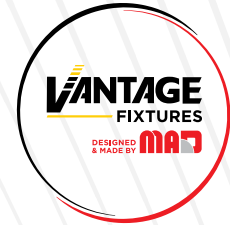
- Formula systems (FCU 47) 2D substitution
- Tri-tronics leading edge 2D substitution
- Formula vision 3-3D substitution
- Reel door closers
- Door unlocking key
- Handheld parameter tool



**GAL** MOVFE - HL

## FIXTURES 4

**RENEW** hydro™ includes Vantage Fixtures Designed & Made by MAD, offered in four common finish types including Stainless Steel # 4, Stainless Steel # 8, Muntz # 4 and Muntz # 8.



### STANDARD CAR OPERATING FEATURES:

- 7.0" LCD position and direction indicator
- Durable, visually aesthetic buttons and switches
- Choice of button type
- Choice of illumination
- Applied, mini-swing and full swing
- Emergency light
- Rath emergency phone
- Service cabinet
- Local fire code compliance
- Jurisdiction specific engraving
- Auxiliary COP

### OPTIONAL CAR OPERATING PANEL FEATURES:

- Certificate frame
- Attendant operation
- Door hold button
- EMT operation
- Card reader provisions
- Keyed floor lockouts
- Hospital service (code blue)
- Voice annunciation
- Cab lighting dimmer
- Reset switch
- "Pull to stop" emergency stop button
- Phone jack
- Engraved no smoking symbol
- Mosaicone cloud based two way audio | video | messaging | monitoring
- Spare key switches



### STANDARD HALL STATION FEATURES:

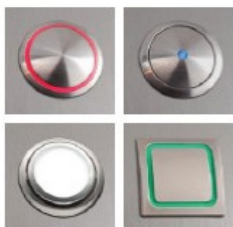
- Flush mount w/box
- Jurisdiction specific engraving
- Local fire code compliance

### OPTIONAL HALL STATION FEATURES:

- Surface mounting
- 2.8" LCD position indicator
- Car-to-lobby operation
- Hospital service (code blue)
- EMT operation
- Keyed floor lockouts
- Emergency power

### CHOICE OF BUTTON OPTIONS

- Whether you are looking for basic, vandal resistant, California compliant or a premium look, we have a high-quality button selection for you!





## SIGNAL FIXTURES



### HALL FIXTURES

- Hall lanterns – Standard or vandal resistant flush or surface mounting
- Hall position indicators – 4.3" Flush of surface
- Combination hall lantern / 4.3" LCD position indicators
- Standard or vandal resistant
- Flush or surface mounted

## ELECTRICAL PACKAGE 5

We recognize the challenges related to deciding on the necessary electrical materials required for a hydraulic modernization. **RENEW** hydro™ offers two options depending on your preference and era of installation, letting you choose between our Basic or Full selections which are adjoining/adjacent at lowest landing or remote control locations up to 150 wire feet. Intermediate electrical materials between the hoistway and machineroom for full remote electrical bundles to be provided "by others" to meet unique job specific requirements.

### BASIC

A great match if wireways and raceways will be retained or provided by others. A basic electrical package includes:

- Traveling cable
- Kellem grips
- Multi-cable hoistway wire
- Fire rated door lock wire



### FULL

A full **RENEW** hydro™ electrical package is offered for customers bound by code or have a preference to replace existing wireway and raceways. Delivering the convenience of receiving the majority of the associated replacement electrical materials needed.\*

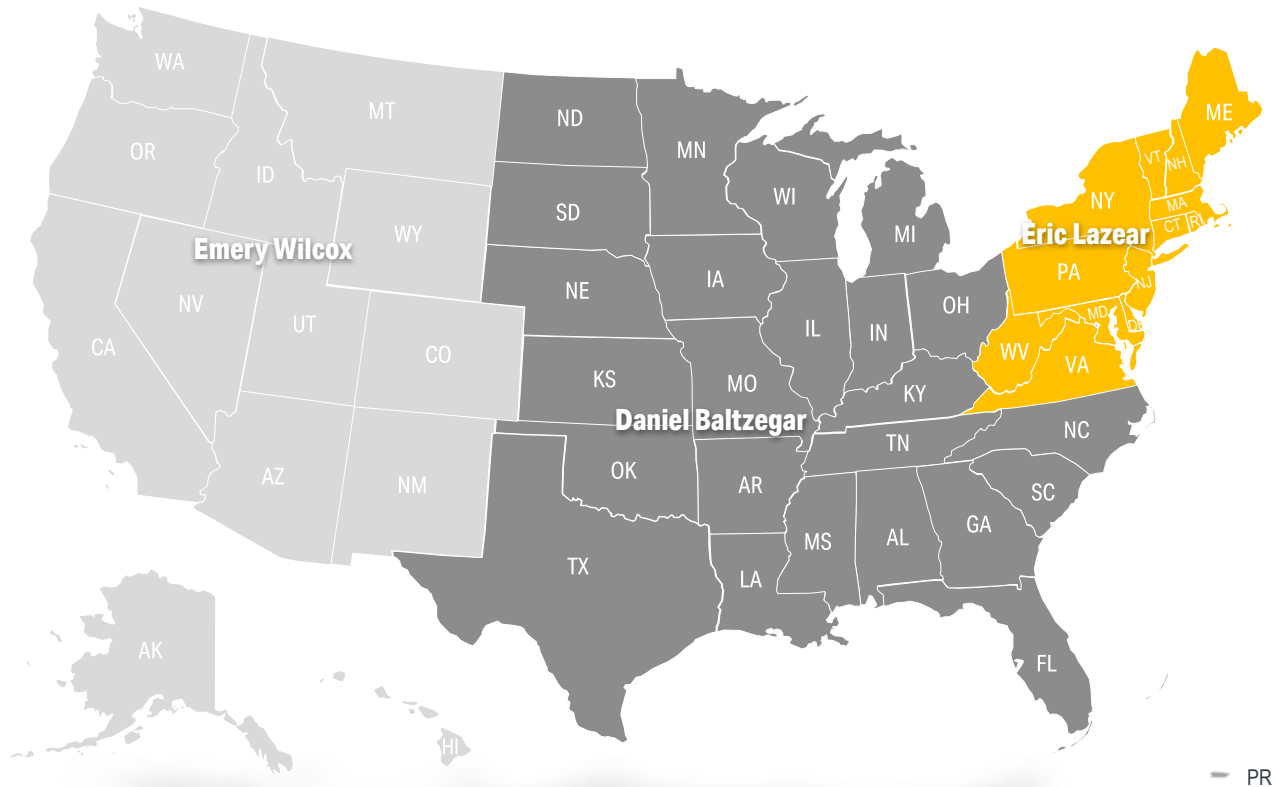
\*Some items may need to be sourced locally due to site variations.

A full electrical package includes:

- All of the basic items listed above
- Wireway
- Wireway fittings
- EMT (Various sizes)
- EMT fittings (Various sizes)
- Preformed 90s
- FMC
- FMC fittings
- ½ Way Pull Box (Homerun only)
- Chase nipple
- 4x4 boxes
- Pit switch
- Wire ties
- Wire nuts (Various sizes)
- Electrical tape



**Click here** to download our Product Definition, Request For Quote (RFQ), and Field Survey Forms or contact your local region representative for more information.



## MAP KEY



**ERIC LAZEAR**  
ERIC.LAZEAR@VANTAGEELEVATION.COM



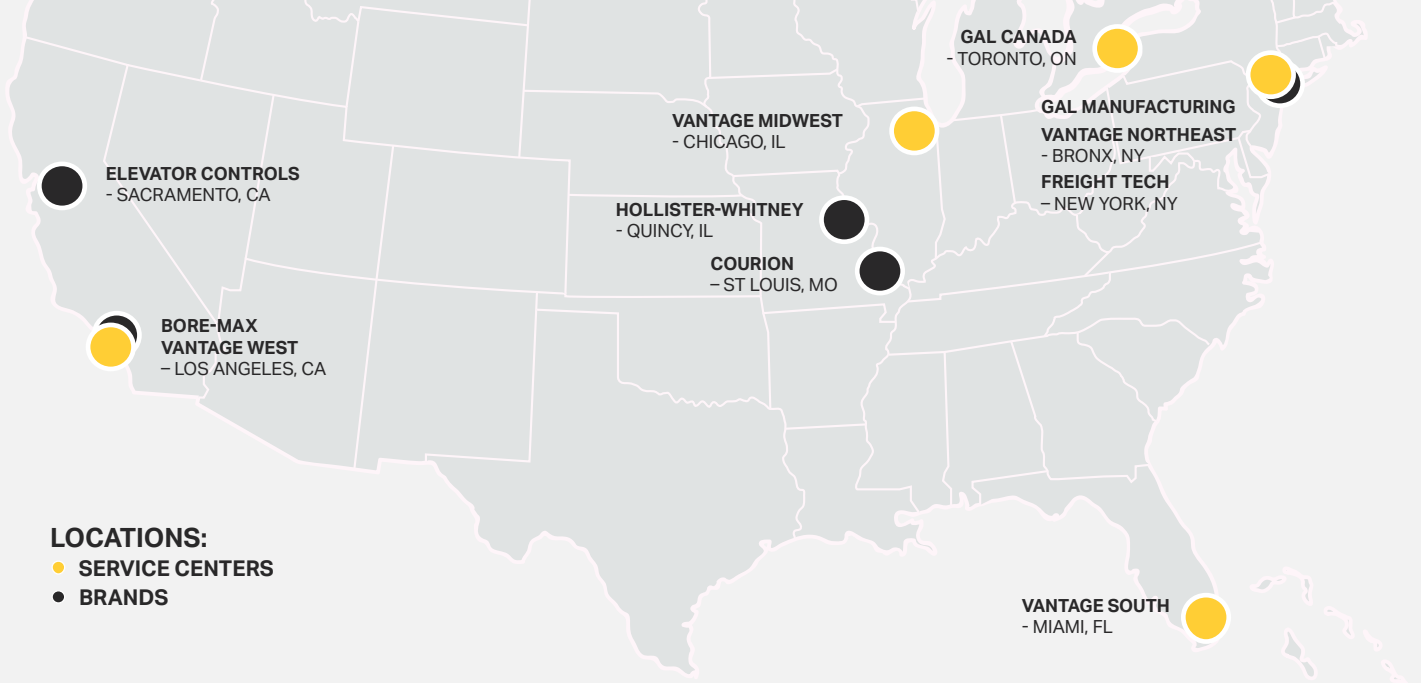
**EMERY WILCOX**  
EMERY.WILCOX@VANTAGEELEVATION.COM



**DANIEL BALTZEGAR**  
DANIEL.BALTZEGAR@VANTAGEELEVATION.COM

# CLOSER TO OUR CUSTOMERS FOR BETTER SERVICE AND SUPPORT

Exhibit A



- LOCATIONS:**
- SERVICE CENTERS
  - BRANDS

Our team offers customers the benefit of years of elevator experience earned both in the field and as suppliers to the elevator industry. With a commitment to providing quality service and anticipating customer needs, we continue to expand our locations to get even closer to our customer base.

## VANTAGE COMPANIES

Every Vantage business is rich in heritage. Our products and people are the best at what they do, and our resources are dedicated to the safe and reliable movement of people.



A VANTAGE Company



A VANTAGE Company



A VANTAGE Company



A VANTAGE Company



A VANTAGE Company



A VANTAGE Company



A VANTAGE Company



A VANTAGE Company



## REGIONAL SERVICE CENTERS



**NEW YORK**  
50 E. 153rd St.  
Bronx, NY 10451  
347.226.4555

**LOS ANGELES**  
9704 Jordan Circle,  
Santa Fe Springs, CA 90670  
877.300.5816

**CHICAGO**  
1930 East Devon Ave.  
Elk Grove Village, IL 60007  
877.300.5830

**MIAMI**  
15825 NW 15th Ave.  
Miami Gardens, FL 33169  
877.241.9354

**CANADA**  
6500 Gottardo Ct.  
Mississauga, ON L5T 2A2  
888.425.2262

## STATE OF NEVADA

STEVE SISOLAK  
GOVERNOR

TERRY REYNOLDS  
DIRECTOR

BRETT K. HARRIS  
LABOR COMMISSIONER



OFFICE OF THE LABOR COMMISSIONER  
3300 WEST SAHARA AVENUE, SUITE 225  
LAS VEGAS, NEVADA 89102  
PHONE: (702) 486-2650  
FAX (702) 486-2660

OFFICE OF THE LABOR COMMISSIONER  
1818 COLLEGE PARKWAY, SUITE 102  
CARSON CITY, NV 89706  
PHONE: (775) 684-1890  
FAX (775) 687-6409

## 2023 PREVAILING WAGE RATES NORTHERN NEVADA RURAL COUNTIES

(Carson City, Churchill, Douglas, Elko, Eureka, Humboldt, Lander, Lyon, Mineral, Pershing, Storey and White Pine)

**DATE OF DETERMINATION: October 1, 2022**

**APPLICABLE FOR PUBLIC WORKS PROJECTS OVER \$100,000 BID/AWARDED  
OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023**

Pursuant to Nevada Revised Statutes (NRS) section 338.030(9)(a), "If the contract for a public work: (a) Is to be awarded pursuant to a competitive bidding process, the prevailing wages in effect at the time of the opening of the bids for a contract for a public work must be paid until the completion or termination of the contract or for the 36 months immediately following the date on which the bids were opened, whichever is earlier." For contracts not awarded pursuant to competitive bidding, please see NRS section 338.030(9)(b). However, if a project exceeds 36 months new wage rates may apply pursuant to NRS section 338.030(9)(10). Prevailing Wage Rates may be adjusted based on Collective Bargaining Agreements (CBA's) and adjustments to those agreements. (See NRS 338.030)

**PREVAILING WAGE DETERMINATIONS** - NRS 338.030 subsection 7, the wages so determined must be:

- (a) Issued by the Labor Commissioner on October 1 of the odd-numbered year in which the survey was conducted and, except as otherwise provided in subsection 8, remain effective for 2 years after that date; and
- (b) Made available by the Labor Commissioner to any public body which awards a contract for any public work.

Senate Bill 243 passed during the 80th Nevada Legislative Session (2019) and set forth in NRS section 338.025, now requires the Labor Commissioner to calculate the Prevailing Wage Rates by region. NRS section 338.025 Prevailing wage regions. For the purpose of determining the prevailing rate of wages pursuant to NRS section 338.030, four prevailing wage regions are hereby established in this State as follows:

1. The Washoe Prevailing Wage Region consisting of Washoe County;
2. The Northern Rural Prevailing Wage Region consisting of Carson City and the counties of Churchill, Douglas, Elko Eureka, Humboldt, Lander, Lyon, Mineral, Storey, Pershing and White Pine;
3. The Clark Prevailing Wage Region consisting of Clark County; and
4. The Southern Rural Prevailing Wage Region consisting of the counties of Esmeralda, Lincoln and Nye.

**OBJECTIONS TO PREVAILING WAGE DETERMINATIONS** – NRS section 338.030 subsection 2. Objections to the Prevailing Wage Determinations must be submitted within 30 days after the Prevailing Wage Determinations are issued.

Pursuant to NRS section 338.030 subsection 8, the Labor Commissioner will review the prevailing wage rates in each even-numbered year to determine if adjustments should be made.

**As Amendments/Revisions are made to the wage rates, they will be posted on the website for each respective Region. Please review regularly for any Amendments/Revisions that are posted or contact our offices directly for further assistance.**