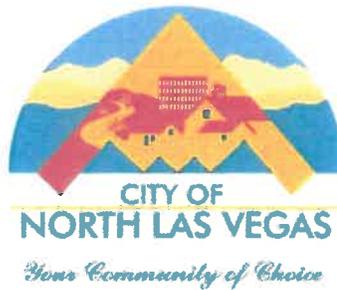


Mayor
John J. Lee

City Manager
Ryann Juden

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



Finance Department
Purchasing-Risk Management Department

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

December 26, 2019

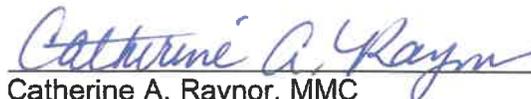
**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1589 Traffic Control**

Bids will be received electronically only through the Nevada Gov eMarketplace (NGEM) System at www.ngemnv.com until **January 28, 2020 at 10:00 A.M.** (the "Bid Due Date"), and the bids will be publicly opened and read shortly thereafter in Conference Room 703 inside City Hall at the above listed address.

An optional Pre-Bid Meeting will be held on **January 7, 2020 at 10:00 A.M.** in the City of North Las Vegas Finance Department in Conference Room #703, 2250 Las Vegas Boulevard North, North Las Vegas, Nevada, 89030. The purpose of this meeting is to discuss the Invitation to Bid requirements and answer any questions or concerns.

All questions or concerns must be submitted electronically in the NGEM System or via e-mail to Marie Leake at leakem@cityofnorthlasvegas.com. The cut-off time for all questions is **January 14, 2020, at 12:00 P.M.** If any questions are received, an addendum will be issued to answer those questions and the addendum will be posted in the NGEM System and will be made available at the City of North Las Vegas Purchasing Web Page at <http://www.cityofnorthlasvegas.com/purchasingbidadvertisements/index.php>.

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


Catherine A. Raynor, MMC
City Clerk

Published in the Las Vegas Review Journal
(December 26, 2019)

**CITY OF NORTH LAS VEGAS INVITATION TO BID
BID B-1589 Traffic Control**

1. PUBLIC RECORDS:

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

2. PERFORMANCE OF WORK:

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

3. FORM OF CONTRACT:

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

4. ELECTRONIC BID THROUGH NGEM SYSTEM:

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

5. EXPLANATION TO RESPONDENT:

Any explanations desired by Respondent regarding the meaning or interpretation of specifications must be requested in writing and with sufficient time allowed for a reply to reach Respondent before submission of their Bid. Oral explanations given before the award of the contract will not be binding. Any written interpretation made will be furnished to all Respondents and its receipt by the Respondent will be acknowledged. Interpretation of the meaning of the plans, specifications, or other pre-Bid documents will not be binding if presented to any Respondent orally. Every request for such interpretation should be in writing addressed to Marie Leake at leakem@cityofnorthlasvegas.com or ATTN: Marie Leake, Buyer, City of North Las Vegas, 2250 Las Vegas Blvd. North, Suite 700, North Las Vegas, NV 89030. Any and all such interpretations and any supplemental instructions deemed necessary will be in the form of a written addendum to the specifications which, if issued, will be mailed or e-mailed to all known prospective Respondents. Failure of any Respondent to receive any such addendum or interpretation shall not relieve such Respondent from any obligation under these Bid documents as submitted. All addenda issued shall become part of the Bid documents.

6. METHOD OF EVALUATION AND AWARD OPTIONS:

The evaluation of this Bid will be conducted by City personnel. The City will award this Bid to the Respondent(s) that submits the lowest responsive and responsible Bid deemed to be in the City's best interest. The City reserves the right to reject all Bids. Pursuant to NRS 332.065(2), the City

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

7. ASSIGNMENT OF CONTRACTUAL RIGHTS:

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

8. CONDITIONS OF BID SUBMITTAL:

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

9. BID PROTESTS:

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

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

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

10. LICENSES:

All Respondents must provide a copy of all appropriate licenses in accordance with the laws of the State of Nevada, prior to submission of Bids for this project. Upon award, the successful Respondent will be required to obtain a North Las Vegas Business License.

11. PUBLIC OPENING:

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

12. TERM OF THE CONTRACT:

The Contract shall have a term of three years with two (2), (1) year extensions or otherwise stated in the Contract.

13. INSURANCE:

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

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

COMMERCIAL GENERAL LIABILITY

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

AUTOMOBILE LIABILITY

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

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

WORKERS' COMPENSATION

Nevada Statutory Requirements

If no employees, then Exhibit D- Affidavit of Rejection of Coverage for Workers' Compensation must be completed and submitted with response to this Bid. The City, or any of its officers or employees, will not be responsible for any claims or suits in law or equity occasioned by the failure of the successful Respondent to comply with the provisions of this paragraph.

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

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

14. INDEMNITY:

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

15. PROVISIONS PROVIDED BY LAW:

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

16. ADDENDA INTERPRETATIONS:

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

17. CANCELLATION OF CONTRACT:

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

18. TERMINATION FOR CONVENIENCE:

The City shall have the right at any time to terminate further performance of the Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the Respondent, specifying the extent and effective date of the termination. On the effective date of the termination, the successful Respondent shall terminate all work and take all reasonable actions to mitigate expenses. The successful Respondent shall submit a written request for incurred costs for services performed through the date of termination

within 30 days of the date of termination. All requests for reimbursement of incurred costs shall include substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the successful Respondent, thirty days after receipt of a correct, adequately documented written request. The City's sole liability under this Paragraph is for payment of the costs for the services requested by the City and actually performed by the successful Respondent.

19. TAXES:

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

20. EXCEPTIONS:

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

21. FISCAL FUNDING OUT:

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

22. LIMITATION OF FUNDING:

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

23. ESCALATION:

Prices may not be increased during the term of the Contract.

24. AUDIT OF RECORDS:

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

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

other related expenses) to the successful Respondent's offices to inspect, audit, retrieve, copy and/or transcribe the complete records and books. The successful Respondent further agrees to permit the City or the City's designated representatives to inspect and audit, as deemed necessary, all records of this project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the City.

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

25. INDEPENDENT CONTRACTOR:

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

26. COMPANY PERSONNEL:

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

27. KEY PERSONNEL:

The City designates Marie Leake, Buyer, as the responsible party for managing this Bid Advertisement. She can be reached at 702-633-2440 or at leakem@cityofnorthlasvegas.com and is available Monday through Thursday from 8am to 4pm.

The City also designates John Runiks, Manager Infrastructure Maintenance, as the project manager for this service. He can be contacted at 702-633-1267 or at RuniksJ@cityofnorthlasvegas.com and is available Monday through Thursday from 8am to 4pm.

The cutoff date for any questions regarding this is **January 14 2020, at 12:00 p.m. Pacific Standard Time**. Any questions submitted beyond this cut off time will not be answered.

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1589 Traffic Control
DEFINITIONS**

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

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

City - the City of North Las Vegas.

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

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

City Council - the legislative body that governs the city.

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

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

City Staff - any person currently employed by the City.

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

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

Key Personnel - defined City employees listed in Paragraph 27.

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

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

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

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

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

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

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

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1589 Traffic Control
SCOPE OF WORK**

1. Purpose of the Bid:

The City of North Las Vegas is seeking bids from qualified Respondents for an award to provide the City with Traffic Control Setups city wide. **The traffic control set ups covered in this bid do not include CIP Projects.** Successful Respondent will provide Traffic Control for internal projects for the City of North Las Vegas. Successful Respondent **shall provide 24/7 response, including unforeseen emergencies.** In addition if the City determines a need to purchase item(s) the Successful Respondent shall work with authorized city personnel in securing the required items. However, you must have **written city approval prior to billing for these items.**

This bid requires a one (1) hour response time upon notification from the City.

Flagging Operation Coordination set-up will be provided by the Traffic Control Company (Successful Respondent) awarded this bid. Traffic Control plans shall be completed within 3 working (calendar) days after submission by the City. Setup plans shall include all necessary equipment to meet the latest edition of MUTCD/State mandates'. All hourly price shall include minimum charges. Overtime charges shall occur only as defined by State/Federal laws and/or exceeding an 8 hour shift. Normal scheduling of work one day prior to notification. Successful Respondent shall provide certified personnel to complete Scope of Work. **This Scope of Work does not include Prevailing Wage projects.**

NOTE: Prevailing Wage projects and CIP Projects are not part of this bid.

Location	Permitted Work Hours
All School Zones	School Zones shall be time restricted on the bell times of the associated school. Typical work hours are 8:00 a.m. – 2:00 p.m., may vary based on location
Craig Road Ann Road Centennial Boulevard Lake Mead Boulevard Carey Avenue Lamb Boulevard Decatur Boulevard Martin Luther King Tropical Parkway Aliante Parkway Aviary Way	1 lane closed: 9:00 a.m. – 3:00 p.m. 2 or more lanes closed: 9:00 p.m. – 5:30 a.m.
Cheyenne Avenue	From Decatur to Losee: 9:00 p.m. – 5:30 a.m. East of Losee: 1 Lane closed: 9:00 a.m. – 3:00 p.m.; 2 or more lanes closed 9:00 p.m. – 5:30 a.m.
Losee Road	9:00 p.m. – 5:30 a.m.

- Notes:
1. Locations other than those listed may have work hours restricted on a case by case basis depending on the type of work proposed
 2. Other jurisdictional agencies may place additional conditions on projects that cross agency boundaries or that take place with their R.O.W. The most restrictive time shall govern.
 3. Work zones near residential areas may be restricted based on the type of work proposed.

City of North Las Vegas

Temporary Traffic Control Plan

Conditions of Approval

1. Approval of this Temporary Traffic Control Plan (TTCP) is conditional on compliance with the following conditions. Any serious or repeated violations of these conditions may result in the issuance of a Barricading Violation Notification, the revocation of the TTCP, or other penalties or fees at the discretion of the City Traffic Engineer.
2. Prior to any set-up, the contractor shall provide 24 hour notification, excluding non-business days, to Traffic@cityofnorthlasvegas.com. The contractor shall email the notification and provide a copy of the approved TTCP along with the date of first set-up and estimated duration. If set-up is removed or becomes inactive for more than 48 hours, another notification is required before re-installing the set-up.
3. Ten (10) working days notification, a letter of justification, and completed Road Closure Checklist are required for any proposed full road closure. Notification of set-up requires direct, acknowledged contact with a Traffic Safety Inspector. Voice mail or e-mail will not satisfy this requirement. Any full road closure shall be shown on a separate page with detour route. Prior to opening any roadway, all offsite improvements shall be completed and approved by the Inspector.
4. All plan designs shall be prepared by currently certified ATSSA or IMSA individuals. All TTCP's shall be set-up and maintained by currently certified ATSSA or IMSA certified individuals a minimum of twice daily unless increased frequency is required by the Traffic Safety Inspector. ATSSA or IMSA Certification number shall be provided to the City of North Las Vegas (CNLV) before contractor set-up. Certification card must be available on request.
5. The Traffic Engineer or a duly appointed representative for the CNLV may revoke the option of a contractor to perform their own set-up and maintenance at any time in the event of repeated violations or substandard performance.
6. Contractor shall maintain a copy of the approved TTCP and permit with conditions of approval on site at all times.
7. To avoid conflicts in the field, the Contractor and barricade company shall coordinate with the responsible party of any adjacent existing temporary traffic control setups.
8. Contractor and barricade company shall maintain access to all residences, businesses and for emergency vehicles at all times. Contractor and/or barricade company shall notify all affected residents and business operators. Access is to be detailed on the TTCP and may be adjusted in the field for existing or changing conditions.
9. Any conflicting signs shall be covered with an approved cover for the duration of construction. At no time will tape be placed on any sign face. The sign covers shall be inspected and maintained daily.
10. All TTCP's shall indicate any school zone within a 3 block radius. Contractor shall be responsible for maintaining all school crossings and school related signs and markings. Work hours for all set-ups within a school zone will vary depending on bell times.
11. If required in the TTCP or by the CNLV, the contractor shall place No Parking signs 24 hours in advance to cover work area. The contractor shall notify residents and businesses in advance of any proposed parking restrictions.
12. All temporary traffic control devices shall be removed within 24 hours of job completion or inactivity.
13. Type I barricades shall NOT be used on any TTCP except for mounting signs.

14. Contractor shall maintain a safe ADA compliant pedestrian route at all times. Existing pedestrian and bicycle routes or trails shall be maintained or detoured as required and approved by the CNLV. If pedestrian or bicycle traffic is being detoured, the detour route shall be detailed in the TTCP. Typical drawings shall not be accepted. If a pedestrian detour utilizes any portion of the roadway, then concrete barriers shall be used to separate pedestrians from traffic.
15. Contractor is required to notify the Traffic Signal Operations Supervisor through the RTC website, Roadwork Notifications page (<https://www.rtcnv.com/traffic-cams/roadwork-notifications/>) when working within 300 feet of a signalized intersection. The contractor is required to supply an attached copy of the approved Traffic Control Plan. The contractor shall provide notification through the same website at the completion of work (within 24 hours of the lanes being opened to the public). Failure to comply will result in additional lane rental fees for all affected lanes and/or fines or other fees as determined by the City Traffic Engineer.
16. Contractor shall maintain all affected RTC bus stops and school bus routes at all times. Call Regional Transportation Commission (702-228-7433), CCSD (702-799-8111), and Republic Services (702-280-0005) 3 business days prior to setting up if disruption will affect these entities' operations.
17. All temporary traffic control devices shall conform to all applicable Nevada statutes, current version of the MUTCD, RTC, Clark County Uniform Standard Drawings and Specifications, and FHWA requirements.
18. All excavations within the right-of-way, deeper and wider than 6", having less than a 4:1 slope and less than 18 feet from the nearest travel lane may require concrete barrier rail (jersey rail).
19. Use of temporary/portable stop/yield signs shall not exceed four (4) calendar days. After 4 days, the stop/yield sign shall be mounted on an approved pole fixed in the ground. At no time shall stop or yield signs be mounted on any type of spring stand.
20. All signs shall be attached firmly to the removable base to prevent being easily pulled out or blown over.
21. All signs shall be properly stabilized with approved ballast. All devices with detachable bases (feet) shall be properly stabilized with either a minimum of 4 sandbags or approved alternative ballast.
22. Any removed sidewalk panel shall be backfilled with cold patch, placed back with concrete, or plated (not with plywood). If plated, the plates shall be secured in place to avoid shifting by the end of the work day.
23. All advance warning signs left in a public right-of-way after construction work hours shall have alternating vertical, red and white retro reflective stripes across the back of the signs. Stripes shall be 4" to 6" wide, 2" tall and shall extend from sign edge to sign edge at the widest points and be centered between the top and bottom.
24. Utility Work Ahead (W21-7) signs shall be used when any type of utility work is the purpose of the closure and Road Work Ahead (W20-1) signs shall be utilized for actual road work only.
25. No lighting device, of any type, shall be attached to any traffic cone regardless of cone size.
26. All devices shall be marked with the company's name and telephone number in 2" non-reflective letters.
27. Verbal approval will not be given for any set-up. If an emergency occurs, the company shall notify the appropriate jurisdiction by direct contact with the responsible person for that jurisdiction and submit a TTCP by noon on the next work day. No other TTCP for the company will be reviewed until this emergency TTCP has been submitted and approved.
28. Contractors shall maintain, at minimum, one ten foot (10') wide, dust-free lane in each direction,

unless otherwise noted.

29. Any missing or damaged pavement markings or signage shall be corrected prior to opening the right-of-way.
30. Contractor will coordinate with other contractors, if any, to avoid conflicts.
31. No person shall place, maintain or display upon or in view of any construction site, any temporary traffic-control device which, in the opinion of the City Traffic Engineer, or his duly appointed representative, is deemed as substandard, damaged, worn out, faded or otherwise nonconforming. Any temporary traffic-control device which is in violation of this section shall be corrected within four hours by the violator after receipt of notice. Failure on the part of the violator to correct any such deficiencies within said four-hour period shall constitute a misdemeanor. (Ord. 646 § 5, 1980)10.52.050.
32. Contractor shall be charged and pay for any and all overtime inspections and/or maintenance of TTCP's required outside of CNLV Traffic Safety Inspectors normal working hours. If the Contractor fails to remedy Public Safety Hazards and/or unsatisfactory maintenance within two (2) hours of receiving notice, the Inspector shall immediately proceed to perform such maintenance and the entire direct cost will be charged to the Contractor. Charges are as follows: CNLV personnel cost will be calculated at a 4 hour minimum of the inspectors "loaded" hourly wage multiplied by 1.5, excluding holidays whereas the hourly "loaded" wage will be multiplied by 2. Third party cost may be assessed and/or determined based on the means by which CNLV personnel chose to remedy the reported Public Safety Hazard.
33. Shu-Fly's shall be constructed of 2" of "Hot-Mix" asphalt over 4" of type II or as approved.
34. Contractor shall be responsible for verifying and maintaining all required vertical clearances within the work zone.
35. The height of signage used by flaggers shall be 7 feet minimum measured from the bottom of the sign to the ground.

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1589 Traffic Control
EXHIBIT LISTING**

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

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

Exhibit B – Qualifications and Experience of Respondent

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

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

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

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1589 Traffic Control
EXHIBIT B – QUALIFICATIONS AND EXPERIENCE OF RESPONDENT (Continued)**

Example Contract 2:

Company Name: _____

Company Address: _____

Point of Contact: _____ Phone Number: _____

E-Mail Address: _____

Brief Description of Contract Scope: _____

Term of Contract (Base plus Option Years): _____

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

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

Did the contract contain a liquidated damages clause? YES NO

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

Example Contract 3:

Company Name: _____

Company Address: _____

Point of Contact: _____ Phone Number: _____

E-Mail Address: _____

Brief Description of Contract Scope: _____

Term of Contract (Base plus Option Years): _____

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

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

Did the contract contain a liquidated damages clause? YES NO

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

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

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1589Traffic Control
EXHIBIT C – AFFIDAVIT OF REJECTION OF COVERAGE
FOR WORKERS’ COMPENSATION
UNDER NRS 616B.627 AND NRS 617.210**

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

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

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

Signed this _____ day of _____, 20_____.

Signature _____

State of _____

County of _____

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

by _____ (name of person making statement).

Notary Signature _____

STAMP AND SEAL



**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1589 Traffic Control
EXHIBIT D- Non-Collusion Affidavit**

State of _____ County of _____

_____ being first duly sworn deposes that:

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

(Signed): _____
Title:

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

Notary Public

My Commission expires: _____



**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1589 Traffic Control
EXHIBIT E- Written Certification**

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

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

AUTHORIZED SIGNATURE NAME (TYPE OR PRINT)

LEGAL NAME OF RESPONDENT

AUTHORIZED SIGNATURE

DATE

TITLE