

TRAFFIC CONTROL SETUPS SERVICES AGREEMENT

This Traffic Control Setups Services Agreement (“Agreement”) is made and entered into as of _____ (“Effective Date”) by and between the City of North Las Vegas, a Nevada municipal corporation (“City”) and RoadSafe Traffic Systems, Inc., a Delaware corporation (“Provider”).

WITNESSETH:

WHEREAS, the City requires traffic control setups services for City-Wide projects, as described in the Traffic Controls Bid B-1692 (“Invitation to Bid”), attached hereto as Exhibit A and incorporated herein by reference (“Services”); and

WHEREAS, Provider represents that it has the experience, knowledge, labor, and skill to provide the Services in accordance with generally accepted industry standards, and is willing and able to provide the Services.

NOW THEREFORE, in consideration of the above recitals, mutual covenants, and terms and conditions contained herein, the parties hereby covenant and agree to the following:

SECTION ONE SCOPE OF SERVICES

Provider shall perform the Services in accordance with the terms of the Invitation to Bid, incorporated herein and attached as Exhibit A, Provider’s Bid, incorporated herein and attached as Exhibit B, and the terms, conditions, and covenants set forth in this Agreement. Provider shall at its own expense comply at all times with all municipal, county, state, and federal laws, regulations, rules, codes, ordinances, and other applicable legal requirements.

SECTION TWO TERM

This Agreement shall commence on the Effective Date and will continue to be in effect for three years (“Term”), unless earlier terminated in accordance with the terms herein. All Services shall be completed by the end of the Term.

SECTION THREE COMPENSATION

Provider will provide the Services in the amount of \$275,000.00, which includes all fees for time and labor, overhead materials, equipment, insurance, licenses, and any other costs. Periodic progress billings will be due and payable within 30 days of presentation of invoice, provided that each invoice is complete, correct, and undisputed by the City. The annual not to exceed amount of this Agreement is Two Hundred Seventy-Five Thousand Dollars and 00/100

(\$275,000.00). The total not to exceed amount of this Agreement is Eight Hundred Twenty-Five Thousand Dollars and 00/100 (\$825,000.00).

SECTION FOUR TERMINATION OR SUSPENSION OF SERVICES

4.1. This Agreement may be terminated, in whole or in part, for convenience by the City, through its City Manager, upon thirty (30) days written notice to the Provider. In the event of termination, Provider shall be paid compensation for Services properly performed pursuant to the terms of the Agreement up to and including the termination date. The City shall not be liable for anticipated profits based upon Services not yet performed.

4.2. This Agreement may be terminated by the Provider in the event the City defaults in the due observance and performance of any material term or condition contained herein, and such default is not cured within thirty (30) days after the Provider delivers written notice of such default to the City.

4.3. The City may suspend performance by Provider under this Agreement for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Provider at least ten (10) days prior to the date on which the City will suspend performance. The Provider shall not perform further work under this Agreement after the effective date of the suspension until receipt of written notice from the City to resume performance, and the time period for Provider's performance of the Services shall be extended by the amount of time such performance was suspended.

SECTION FIVE PROVIDER REPRESENTATIONS AND WARRANTIES

5.1. The Provider hereby represents and warrants for the benefit of the City, the following:

5.1.1. Provider is a duly formed validly existing entity and is in good standing pursuant to the laws of the State of Nevada. The Provider is financially solvent, able to pay its debts when due, and possesses sufficient working capital to provide the Services pursuant to this Agreement.

5.1.2. The person executing this Agreement on Provider's behalf has the right, power, and authority to enter into this Agreement and such execution is binding on the Provider.

5.1.3. All Services performed, including deliverables supplied, shall conform to the specifications, drawings, and other descriptions set forth in this Agreement, and shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Provider's profession and in accordance with generally accepted industry standards prevailing at the time the Services are performed, and do not infringe the

intellectual property of a third party. The foregoing representations and warranties are not intended as a limitation, but are in addition to all other terms set forth in this Agreement and such other warranties as are implied by law, custom, and usage of the trade.

SECTION SIX INDEMNIFICATION

Provider shall defend, indemnify, and hold harmless the City, and its officers, agents, and employees from any liabilities, claims, damages, losses, expenses, proceedings, actions, judgments, 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 Provider, its subcontractors, agents, and employees, in performance of this Agreement until such time as the applicable statutes of limitation expire. This section survives default, expiration, or termination of this Agreement or excuse of performance.

SECTION SEVEN INDEPENDENT CONTRACTOR

Provider, its employees, subcontractors, and agents are independent contractors and not employees of the City. No approval by City shall be construed as making the City responsible for the manner in which Provider performs the Services or for any negligence, errors, or omissions of Provider, its employees, subcontractors, or agents. All City approvals are intended only to provide the City the right to satisfy itself with the quality of the Services performed by Provider. The City acknowledges and agrees that Provider retains the right to contract with other persons in the course and operation of Provider's business and this Agreement does not restrict Provider's ability to so contract.

SECTION EIGHT CONFIDENTIALITY AND AUTHORIZATIONS FOR ACCESS TO CONFIDENTIAL INFORMATION

8.1. Provider shall treat all information relating to the Services and all information supplied to Provider by the City as confidential and proprietary information of the City and shall not permit its release by Provider's employees, agents, or subcontractors to other parties or make any public announcement or release thereof without the City's prior written consent, except as permitted by law.

8.2. Provider hereby certifies that it has conducted, procured or reviewed a background check with respect to each employee, agent, or subcontractor of Provider having access to City personnel, data, information, personal property, or real property and has deemed such employee, agent, or subcontractor suitable to receive such information and/or access, and to perform Provider's duties set forth in this Agreement. The City reserves the right to refuse to allow any of Provider's employees, agents or subcontractors access to the City's personnel, data, information, personal property, or real property where such individual does not meet the City's background and security requirements, as determined by the City in its sole discretion.

SECTION NINE INSURANCE

9.1. Provider shall procure and maintain at all times during the performance of the Services, at its own expense, the following insurances:

9.1.1. Workers' Compensation Insurance as required by the applicable legal requirements, covering all persons employed in connection with the matters contemplated hereunder and with respect to whom death or injury claims could be asserted against the City or Provider.

9.1.2. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

9.1.3. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Provider has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000.00 per accident for bodily injury and property damage.

9.1.4 Property Installation Floater covering property damage to any equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

9.1.5. Requested Liability limits can be provided on a single policy or combination of primary and umbrella, so long as the single occurrence limit is met.

9.1.6. The insurance policies are to contain, or be endorsed to contain, the following provisions:

9.1.6.1. Additional Insured Status: The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Provider including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Provider's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

9.1.6.2. Primary Coverage: For any claims related to this contract, the Provider's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers,

officials, employees, or volunteers shall be excess of the Provider's insurance and shall not contribute with it.

9.1.6.3. Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

9.1.6.4. Waiver of Subrogation: Provider hereby grants to the City a waiver of any right to subrogation which any insurer of said Provider may acquire against the City by virtue of the payment of any loss under such insurance. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

9.1.6.5. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Provider, its employees, agents, and subcontractors.

9.1.6.6. Self-Insured Retentions: Self-insured retentions must be declared to and approved by the City. The City may require the Provider to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

9.1.6.7. Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

9.1.6.8. Claims Made Policies: If any of the required policies provide claims-made coverage:

9.1.6.8.1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

9.1.6.8.2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

9.1.6.8.3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

9.1.7. Verification of Coverage: Provider shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the

required documents prior to the work beginning shall not waive the Provider's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9.1.8. Special Risks or Circumstances: The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

SECTION TEN NOTICES

10.1. Any notice requiring or permitted to be given under this Agreement shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery or United States mail at the following addresses:

To City: City of North Las Vegas
Attention: Joy Yoshida
2250 Las Vegas Blvd., North, Suite 820
North Las Vegas, NV 89030
Phone: 702-633-1745

To Provider: RoadSafe Traffic Systems Inc.
Attention: Patrick Riley
7885 Westwind Road
Las Vegas, NV 89139
Phone: 702-315-3696
Email: priley@roadsafetraffic.com

10.2. Either party may, at any time and from time to time, change its address by written notice to the other.

SECTION ELEVEN SAFETY

11.1. Obligation to Comply with Applicable Safety Rules and Standards. Provider shall ensure that it is familiar with all applicable safety and health standards promulgated by state and federal governmental authorities including, but not limited to, all applicable requirements of the Occupational Safety and Health Act of 1970, including all applicable standards published in 29 C.F.R. parts 1910, and 1926 and applicable occupational safety and health standards promulgated under the state of Nevada. Provider further recognizes that, while Provider is performing any work on behalf the City, under the terms of this Agreement, Provider agrees that it has the sole and exclusive responsibility to assure that its employees and the employees of its subcontractors comply at all times with all applicable safety and health standards as above-described and all applicable City safety and health rules.

11.2. Safety Equipment. Provider will supply all of its employees and subcontractors with the appropriate Safety equipment required for performing functions at the City facilities.

SECTION TWELVE ENTIRE AGREEMENT

This Agreement, together with any attachment, contains the entire Agreement between Provider and City relating to rights granted and obligations assumed by the parties hereto. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect.

SECTION THIRTEEN MISCELLANEOUS

13.1. Governing Law and Venue. The laws of the State of Nevada and the North Las Vegas Municipal Code govern the validity, construction, performance and effect of this Agreement, without regard to conflicts of law. All actions shall be initiated in the courts of Clark County, Nevada or the federal district court with jurisdiction over Clark County, Nevada.

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

13.3. Amendment. This Agreement may be amended or modified only by a writing executed by the City and Provider.

13.4. Controlling Document. To the extent any of the terms or provisions in Exhibit A conflict with this Agreement, the terms and provisions of this Agreement shall govern and control. Any additional, different or conflicting terms or provisions contained in Exhibit A or any other written or oral communication from Provider shall not be binding in any way on the City whether or not such terms would materially alter this Agreement, and the City hereby objects thereto.

13.5. Time of the Essence. Time is of the essence in the performance of this Agreement and all of its terms, provisions, covenants and conditions.

13.6. Waiver. No consent or waiver, express or implied, by the Provider or the City of any breach or default by the other in performance of any obligation under the Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party.

13.7. Waiver of Consequential Damages. The City shall not be liable to Provider, its agents, or any third party for any consequential, indirect, exemplary or incidental damages, including, without limitation, damages based on delay, loss of use, lost revenues or lost profits. This section survives default, expiration, or termination of this Agreement.

13.8. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto.

13.9. No Fiduciary or Joint Venture. This Agreement is not intended to create, and shall not be deemed to create, any relationship between the parties hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto shall be construed to be the agent, employer, representative, fiduciary, or joint venturer of the other and neither party shall have the power to bind the other by virtue of this Agreement.

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

13.11. Ownership of Documents. Provider shall treat all information related to this Agreement, all information supplied to Provider by the City, and all documents, reconciliations and reports produced pursuant to this Agreement as confidential and proprietary information of the City and shall not use, share, or release such information to any third-party without the City's prior written permission. This section shall survive the termination or expiration of this Agreement.

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

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

13.14. Interpretation. The language of this Agreement has been agreed to by both parties to express their mutual intent. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Preparation of this Agreement has been a joint effort by the City and Provider and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

13.15. Electronic Signatures. The use of facsimile, email, or other electronic medium shall have the same force and effect as original signatures.

13.16. Counterparts. This Agreement may be executed in counterparts and all of such counterparts, taken together, shall be deemed part of one instrument.

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

13.18. Boycott of Israel. Pursuant to NRS 332.065(4), Provider certifies that the Provider is not currently engaged in a boycott of Israel, and Provider agrees not to engage in a boycott of Israel during the Term.


13.19. Attorneys' Fees. In the event any action is commenced by either party against the other in connection with this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court, including without limitation, fees for the services of the City Attorney's Office. This Section 13.19 shall survive the completion of this Agreement until the applicable statutes of limitation expire.

IN WITNESS WHEREOF, the City and Provider have executed this Agreement as of the Effective Date.

City of North Las Vegas,
a Nevada municipal corporation

RoadSafe Traffic Systems Inc.,
a Delaware corporation

By: _____
Pamela A. Goynes-Brown, Mayor

By:  _____
Name: Patricia Riley
Title: Branch Mgr

Attest:

By: _____
Jackie Rodgers, City Clerk

Approved as to form:

By: _____
Micaela Rustia Moore, City Attorney

EXHIBIT A

Invitation to Bid – BID B-1692

Please see the attached page(s).

Mayor
Pamela A. Goynes-Brown

City Manager
Ryann Juden, J.D., Ph.D.

Council Members
Scott Black
Ruth Garcia Anderson
Isaac E. Barron
Richard J. Cherchio



Finance Department
Purchasing Department
2250 Las Vegas Boulevard, North · Suite #710 · North Las Vegas, Nevada 89030
Telephone: (702) 633-1745 · Fax: (702) 669-3328 · TDD: (800) 326-6868
www.cityofnorthlasvegas.com

March 16, 2023

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1692 Traffic Controls**

Bids will be received electronically only through the Nevada Gov eMarketplace (NGEM) System at www.ngemnva.com until **April 6, 2023 at 1:00 P.M. local time** (the "Bid Due Date"). **A Bid opening will be held on a conference call via Google Meet, Telephone# 413-438-7353, Meeting Pin# 696 360 029# on the Bid Due Date.**

An optional Pre-Bid Meeting will be held on **March 23, 2023 at 10:00 a.m. local time** via Google Meet conference call, Telephone # 219-321-0501, Meeting Pin# 306 755 938#. The purpose of this meeting is to discuss the Invitation to Bid requirements and answer any questions or concerns. Any and all questions asked during the Pre-Bid meeting must be submitted in writing either via email or submitted in NGEM at the conclusion of the Pre-Bid Meeting.

All questions or concerns must be submitted electronically in NGEM or via e-mail to Joy Yoshida, Buyer, at yoshidaj@cityofnorthlasvegas.com. The cut-off time for all questions is **March 30, 2023, at 12:00 p.m. local time**. All questions received will be consolidated and answered AFTER the question cut off period via Addendum on NGEM. Any questions received after the question cut off period will not be answered.

Bid documents may be accessed on NGEM or on the City of North Las Vegas (City) 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. Capitalized terms contained in this Invitation to Bid are defined in the Definitions section on page 10.

Marie Leake
Procurement Manager

Published in the Las Vegas Review Journal
(March 16, 2023)

**CITY OF NORTH LAS VEGAS INVITATION TO BID
BID B-1692 Traffic Controls**

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 under state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's records, including this Invitation to Bid, are public records which are subject to inspection and copying by any person, unless declared by law to be confidential.

2. PERFORMANCE OF WORK:

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

3. FORM OF CONTRACT:

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

4. ELECTRONIC BID THROUGH NGEM SYSTEM:

Bids must be submitted online through the Nevada Government eMarketplace (NGEM). NGEM 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. NGEM is available at www.ngemnvt.com. There is no cost for any Respondent to use NGEM, 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 NGEM no later than the Bid Due Date and time. NGEM's server clock will govern time of submittal.

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 Joy Yoshida, Buyer at yoshidaj@cityofnorthlasvegas.com. 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 posted on NGEM. 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(4), the City shall not enter into the Contract with a Respondent to this Bid unless the Contract includes the written certification that the Respondent 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 company 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 company if that person, firm, or company 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. Neither expensive binders nor promotional material are necessary or required.

9. BID PROTESTS:

The City will publish the Recommendation of Award Notification on NGEM. 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. 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 via conference call at the time and place indicated in the Bid documents. Respondents, their authorized agents, and the public are invited to call in. 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 or otherwise stated in the Contract.

13. INSURANCE:

Prior to the commencement of the Contract, the 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 (i) waive subrogation against the City, its officers, agents, servants, and employees; (ii) 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; (iii) will include or be endorsed to cover the Respondent's contractual liability to the City; and (iv) disclose all deductibles and self-insured retentions in the Certificate of Insurance. No deductible or self-insured retention may exceed \$250,000.00 without the City's written approval. 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 policy shall provide the following minimum limits:

WORKER'S COMPENSATION INSURANCE: Each successful Respondent shall secure, maintain in full force and effect, and bear the cost of complete Worker's Compensation insurance in accordance with the Nevada Industrial Insurance Act - Nevada Revised Statutes, Chapter 616A-616D, inclusive, for the duration of the Contract and shall furnish the City, prior to the execution of the Contract, a Certificate of Insurance which meets the requirements of the Nevada Industrial Insurance Act. 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. If the successful Respondent has no employees, then Exhibit C - Affidavit of Rejection of Coverage for Workers' Compensation must be completed and submitted with response to this Invitation to Bid.

COMMERCIAL GENERAL LIABILITY (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

AUTOMOBILE LIABILITY: ISO Form Number CA 00 01 covering any auto (Code 1), or if Respondent has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$2,000,000 per accident for bodily injury and property damage.

PROPERTY INSTALLATION FLOATER: covering property damage to any equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

Requested Liability limits can be provided on a single policy or combination of primary and umbrella, so long as the single occurrence limit is met.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

ADDITIONAL INSURED STATUS: The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Respondent including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Respondent's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

PRIMARY COVERAGE: For any claims related to this contract, the Respondent's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Respondent's insurance and shall not contribute with it.

NOTICE OF CANCELLATION: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

WAIVER OF SUBROGATION: Respondent hereby grants to the City a waiver of any right to subrogation which any insurer of said Respondent may acquire against the City by virtue of the payment of any loss under such insurance. Respondent agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Respondent, its employees, agents, and subcontractors.

SELF-INSURED RETENTIONS: Self-insured retentions must be declared to and approved by the City. The City may require the Respondent to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

CLAIMS MADE POLICIES: If any of the required policies provide claims-made coverage:

The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Respondent must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

VERIFICATION OF COVERAGE: Respondent shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Respondent's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

SPECIAL RISKS OR CIRCUMSTANCES: The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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 Invitation to Bid.

17. CANCELLATION OF CONTRACT:

The City reserves the right to cancel the award or execution of any agreement 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, through its City Manager or his/her designee, 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, while possibly necessary in the view of the Respondent, may result in lower scoring or disqualification of a Bid. **A template of the City of North Las Vegas Services Agreement is attached at Exhibit F. Any and all exceptions to this document must be declared at the time of submission.**

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 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. The successful Respondent (and employees performing work) may be required to go through a City Background check which can be coordinated with the City's HR department if the successful Respondent will be performing work on City Property or have access to the City's network or data. Successful Respondent shall be notified during the contract phase what background check requirements apply to the contract.

27. KEY PERSONNEL:

The City designates Joy Yoshida, Buyer, as the responsible party for managing this Bid Advertisement. She can be reached at 702-633-1745 or at yoshidaj@cityofnorthlasvegas.com and is available Monday through Thursday from 6:30 am to 4:00 pm.

The City also designates Bobby Mayes, Manager Infrastructure Maintenance, as the project manager for this service. He can be contacted at 702-633-1487 or at mayesb@cityofnorthlasvegas.com and is available Monday through Thursday from 5:30 am to 3:00 pm.

The cutoff date for any questions regarding this is **March 30, 2023, at 12:00 p.m. Local Time.** Any questions submitted beyond this cut off time will not be answered.

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1692 Traffic Controls**

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 lowest responsive and responsible Bid deemed to be in the City's best interest, 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-1692 Traffic Controls**

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.

2. Respondent's Responsibilities:

Respondent(s) will be required to have the means, facility, equipment, and qualified technicians necessary to perform the services described in the scope of work at the bid close date and time.

The Bids will be evaluated for selection on the basis of the lowest responsive and responsible bidder.

The selected Respondent will be evaluated on an on-going basis, using turnaround time and quality of work as part of the overall criteria being monitored and evaluated. In those instances where the City determines that improvement or corrective action is required in an area of performance, the Respondent will be given specific written notice, and a reasonable opportunity to correct noted areas of deficiency which require corrective measures.

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1692 Traffic Controls**

EXHIBIT LISTING

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

- (a) An individual authorized to bind the Respondent 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(4) for contracts with an estimated annual amount required for performance that is in excess of \$100,000.00.

Exhibit F – Template of City of North Las Vegas Service Agreement. Any and all exceptions to the terms this agreement with explanation must be turned in with electronic submission

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1692 Traffic Controls
EXHIBIT A
OFFER STATEMENT AND BUSINESS INFORMATION**

This Bid is submitted in response to **Bid B-1692 Traffic Controls** and constitutes an offer by this company to enter into a contract as described herein.

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

AUTHORIZED SIGNATURE DATE

TITLE TELEPHONE NUMBER FAX NUMBER

ADDRESS OF RESPONDENT

CITY STATE ZIP CODE

E-MAIL ADDRESS: _____

CNLV-BUSINESS LICENSE NO: _____

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

FOR INFORMATIONAL PURPOSES ONLY

Is this Respondent a Minority, Women or Disabled Veteran Business Enterprise?

___ No ___ Yes If YES specify ___ MBE ___ WBE ___ DVBE

Has this Respondent been certified as a Minority, Women or Disabled Veteran Business Enterprise?

___ No ___ Yes If YES specify Certifying Agency _____

Please attach a copy of your certification.

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1692 Traffic Controls
EXHIBIT B
QUALIFICATIONS AND EXPERIENCE OF RESPONDENT**

Name: _____

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

Provide 3 examples of contracts similar in size and scope that have been completed in the past 5 years. The City reserves the right to verify references for the companies identified. Ensure references have given permission to be contacted by the City.

Example Contract 1:

Company Name: _____

Company Address: _____

Point of Contact: _____ Phone Number: _____

E-Mail Address: _____

Brief Description of Contract Scope: _____

Term of Contract (Base plus Option Years): _____

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

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

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

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

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1692 Traffic Controls
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-1692 Traffic Controls
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-1692 Traffic Controls
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 _____ 20__.

Notary Public

My Commission expires: _____



**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1692 Traffic Controls
EXHIBIT E- Written Certification**

Pursuant to NRS 332.065(4), 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



**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1692 Traffic Controls
EXHIBIT F- Exceptions to North Las Vegas Service Agreement**

Please provide an explanation to any and all exceptions on terms of the North Las Vegas Service Agreement.

TRAFFIC CONTROL SETUPS SERVICES AGREEMENT

This Traffic Control Setups Services Agreement (“Agreement”) is made and entered into as of _____ (“Effective Date”) by and between the City of North Las Vegas, a Nevada municipal corporation (“City”) and [insert full legal name of Provider entity], a [insert entity type and state of origin] (“Provider”).

WITNESSETH:

WHEREAS, the City requires traffic control setups services for City-Wide projects, as described in the Traffic Controls Bid B-1692 (“Invitation to Bid”), attached hereto as Exhibit A and incorporated herein by reference (“Services”); and

WHEREAS, Provider represents that it has the experience, knowledge, labor, and skill to provide the Services in accordance with generally accepted industry standards, and is willing and able to provide the Services.

NOW THEREFORE, in consideration of the above recitals, mutual covenants, and terms and conditions contained herein, the parties hereby covenant and agree to the following:

SECTION ONE SCOPE OF SERVICES

Provider shall perform the Services in accordance with the terms of the Invitation to Bid, incorporated herein and attached as Exhibit A, Provider’s Bid, incorporated herein and attached as Exhibit B, and the terms, conditions, and covenants set forth in this Agreement. Provider shall at its own expense comply at all times with all municipal, county, state, and federal laws, regulations, rules, codes, ordinances, and other applicable legal requirements.

SECTION TWO TERM

This Agreement shall commence on the Effective Date and will continue to be in effect for three years (“Term”), unless earlier terminated in accordance with the terms herein. All Services shall be completed by the end of the Term.

SECTION THREE COMPENSATION

Provider will provide the Services [at the rate of OR in the amount of] [\$ _____], which includes all fees for time and labor, overhead materials, equipment, insurance, licenses, and any other costs. Periodic progress billings will be due and payable within 30 days of presentation of invoice, provided that each invoice is complete, correct, and undisputed by the City. The annual not to exceed amount of this Agreement is [_____] (\$ _____). The total not to exceed amount of this Agreement is [_____] (\$ _____).

SECTION FOUR TERMINATION OR SUSPENSION OF SERVICES

4.1. This Agreement may be terminated, in whole or in part, for convenience by the City, through its City Manager, upon thirty (30) days written notice to the Provider. In the event of termination, Provider shall be paid compensation for Services properly performed pursuant to the terms of the Agreement up to and including the termination date. The City shall not be liable for anticipated profits based upon Services not yet performed.

4.2. This Agreement may be terminated by the Provider in the event the City defaults in the due observance and performance of any material term or condition contained herein, and such default is not cured within thirty (30) days after the Provider delivers written notice of such default to the City.

4.3. The City may suspend performance by Provider under this Agreement for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Provider at least ten (10) days prior to the date on which the City will suspend performance. The Provider shall not perform further work under this Agreement after the effective date of the suspension until receipt of written notice from the City to resume performance, and the time period for Provider's performance of the Services shall be extended by the amount of time such performance was suspended.

SECTION FIVE PROVIDER REPRESENTATIONS AND WARRANTIES

5.1. The Provider hereby represents and warrants for the benefit of the City, the following:

5.1.1. Provider is a duly formed validly existing entity and is in good standing pursuant to the laws of the State of Nevada. The Provider is financially solvent, able to pay its debts when due, and possesses sufficient working capital to provide the Services pursuant to this Agreement.

5.1.2. The person executing this Agreement on Provider's behalf has the right, power, and authority to enter into this Agreement and such execution is binding on the Provider.

5.1.3. All Services performed, including deliverables supplied, shall conform to the specifications, drawings, and other descriptions set forth in this Agreement, and shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Provider's profession and in accordance with generally accepted industry standards prevailing at the time the Services are performed, and do not infringe the intellectual property of a third party. The foregoing representations and warranties are not intended as a limitation, but are in addition to all other terms set forth in this Agreement and such other warranties as are implied by law, custom, and usage of the trade.

SECTION SIX INDEMNIFICATION

Provider shall defend, indemnify, and hold harmless the City, and its officers, agents, and employees from any liabilities, claims, damages, losses, expenses, proceedings, actions, judgments, 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 Provider, its subcontractors, agents, and employees, in performance of this Agreement until such time as the applicable statutes of limitation expire. This section survives default, expiration, or termination of this Agreement or excuse of performance.

SECTION SEVEN INDEPENDENT CONTRACTOR

Provider, its employees, subcontractors, and agents are independent contractors and not employees of the City. No approval by City shall be construed as making the City responsible for the manner in which Provider performs the Services or for any negligence, errors, or omissions of Provider, its employees, subcontractors, or agents. All City approvals are intended only to provide the City the right to satisfy itself with the quality of the Services performed by Provider. The City acknowledges and agrees that Provider retains the right to contract with other persons in the course and operation of Provider's business and this Agreement does not restrict Provider's ability to so contract.

SECTION EIGHT CONFIDENTIALITY AND AUTHORIZATIONS FOR ACCESS TO CONFIDENTIAL INFORMATION

8.1. Provider shall treat all information relating to the Services and all information supplied to Provider by the City as confidential and proprietary information of the City and shall not permit its release by Provider's employees, agents, or subcontractors to other parties or make any public announcement or release thereof without the City's prior written consent, except as permitted by law.

8.2. Provider hereby certifies that it has conducted, procured or reviewed a background check with respect to each employee, agent, or subcontractor of Provider having access to City personnel, data, information, personal property, or real property and has deemed such employee, agent, or subcontractor suitable to receive such information and/or access, and to perform Provider's duties set forth in this Agreement. The City reserves the right to refuse to allow any of Provider's employees, agents or subcontractors access to the City's personnel, data, information, personal property, or real property where such individual does not meet the City's background and security requirements, as determined by the City in its sole discretion.

SECTION NINE INSURANCE

9.1. Provider shall procure and maintain at all times during the performance of the Services, at its own expense, the following insurances:

9.1.1. Workers' Compensation Insurance as required by the applicable legal requirements, covering all persons employed in connection with the matters contemplated hereunder and with respect to whom death or injury claims could be asserted against the City or Provider.

9.1.2. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply

separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

9.1.3. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Provider has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000.00 per accident for bodily injury and property damage.

9.1.4 Property Installation Floater covering property damage to any equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

9.1.5. Requested Liability limits can be provided on a single policy or combination of primary and umbrella, so long as the single occurrence limit is met.

9.1.6. The insurance policies are to contain, or be endorsed to contain, the following provisions:

9.1.6.1. Additional Insured Status: The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Provider including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Provider's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

9.1.6.2. Primary Coverage: For any claims related to this contract, the Provider's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Provider's insurance and shall not contribute with it.

9.1.6.3. Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

9.1.6.4. Waiver of Subrogation: Provider hereby grants to the City a waiver of any right to subrogation which any insurer of said Provider may acquire against the City by virtue of the payment of any loss under such insurance. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

9.1.6.5. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Provider, its employees, agents, and subcontractors.

9.1.6.6. Self-Insured Retentions: Self-insured retentions must be declared to and approved by the City. The City may require the Provider to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

9.1.6.7. Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

9.1.6.8. Claims Made Policies: If any of the required policies provide claims-made coverage:

9.1.6.8.1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

9.1.6.8.2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

9.1.6.8.3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

9.1.7. Verification of Coverage: Provider shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Provider's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9.1.8. Special Risks or Circumstances: The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

SECTION TEN NOTICES

10.1. Any notice requiring or permitted to be given under this Agreement shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery or United States mail at the following addresses:

To City:	City of North Las Vegas
	Attention: Joy Yoshida
	2250 Las Vegas Blvd., North, Suite 820
	North Las Vegas, NV 89030
	Phone: 702-633-1745

To Provider:

[REDACTED]
Attention: [REDACTED]
[REDACTED]
[REDACTED]
Phone: [REDACTED]

10.2. Either party may, at any time and from time to time, change its address by written notice to the other.

SECTION ELEVEN SAFETY

11.1. Obligation to Comply with Applicable Safety Rules and Standards. Provider shall ensure that it is familiar with all applicable safety and health standards promulgated by state and federal governmental authorities including, but not limited to, all applicable requirements of the Occupational Safety and Health Act of 1970, including all applicable standards published in 29 C.F.R. parts 1910, and 1926 and applicable occupational safety and health standards promulgated under the state of Nevada. Provider further recognizes that, while Provider is performing any work on behalf the City, under the terms of this Agreement, Provider agrees that it has the sole and exclusive responsibility to assure that its employees and the employees of its subcontractors comply at all times with all applicable safety and health standards as above-described and all applicable City safety and health rules.

11.2. Safety Equipment. Provider will supply all of its employees and subcontractors with the appropriate Safety equipment required for performing functions at the City facilities.

SECTION TWELVE ENTIRE AGREEMENT

This Agreement, together with any attachment, contains the entire Agreement between Provider and City relating to rights granted and obligations assumed by the parties hereto. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect.

SECTION THIRTEEN MISCELLANEOUS

13.1. Governing Law and Venue. The laws of the State of Nevada and the North Las Vegas Municipal Code govern the validity, construction, performance and effect of this Agreement, without regard to conflicts of law. All actions shall be initiated in the courts of Clark County, Nevada or the federal district court with jurisdiction over Clark County, Nevada.

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

13.3. Amendment. This Agreement may be amended or modified only by a writing executed by the City and Provider.

13.4. Controlling Document. To the extent any of the terms or provisions in Exhibit A conflict with this Agreement, the terms and provisions of this Agreement shall govern and control. Any additional, different or conflicting terms or provisions contained in Exhibit A or any other written or oral communication from Provider shall not be binding in any way on the City whether or not such terms would materially alter this Agreement, and the City hereby objects thereto.

13.5. Time of the Essence. Time is of the essence in the performance of this Agreement and all of its terms, provisions, covenants and conditions.

13.6. Waiver. No consent or waiver, express or implied, by the Provider or the City of any breach or default by the other in performance of any obligation under the Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party.

13.7. Waiver of Consequential Damages. The City shall not be liable to Provider, its agents, or any third party for any consequential, indirect, exemplary or incidental damages, including, without limitation, damages based on delay, loss of use, lost revenues or lost profits. This section survives default, expiration, or termination of this Agreement.

13.8. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto.

13.9. No Fiduciary or Joint Venture. This Agreement is not intended to create, and shall not be deemed to create, any relationship between the parties hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto shall be construed to be the agent, employer, representative, fiduciary, or joint venturer of the other and neither party shall have the power to bind the other by virtue of this Agreement.

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

13.11. Ownership of Documents. Provider shall treat all information related to this Agreement, all information supplied to Provider by the City, and all documents, reconciliations and reports produced pursuant to this Agreement as confidential and proprietary information of the City and shall not use, share, or release such information to any third-party without the City's prior written permission. This section shall survive the termination or expiration of this Agreement.

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

13.13. Public Record. Pursuant to NRS 239.010 and other applicable legal authority, each and every document provided to the City may be a "Public Record" open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not be liable in any way to Provider for the disclosure of any public record including, but not limited to, documents provided to the City by Provider. In the event the City is required to defend an action with regard to a public records request for documents submitted by Provider, Provider agrees to indemnify,

hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorneys' fees related to such public records request. This section shall survive the expiration or early termination of the Agreement.

13.14. Interpretation. The language of this Agreement has been agreed to by both parties to express their mutual intent. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Preparation of this Agreement has been a joint effort by the City and Provider and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

13.15. Electronic Signatures. The use of facsimile, email, or other electronic medium shall have the same force and effect as original signatures.

13.16. Counterparts. This Agreement may be executed in counterparts and all of such counterparts, taken together, shall be deemed part of one instrument.

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

13.18. Boycott of Israel. Pursuant to NRS 332.065(4), Provider certifies that the Provider is not currently engaged in a boycott of Israel, and Provider agrees not to engage in a boycott of Israel during the Term.

13.19. Attorneys' Fees. In the event any action is commenced by either party against the other in connection with this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court, including without limitation, fees for the services of the City Attorney's Office. This Section 13.19 shall survive the completion of this Agreement until the applicable statutes of limitation expire.

IN WITNESS WHEREOF, the City and Provider have executed this Agreement as of the Effective Date.

City of North Las Vegas,
a Nevada municipal corporation

[REDACTED],
a [REDACTED]

By: _____
Pamela A. Goynes-Brown, Mayor

By: _____
Name: _____
Title: _____

Attest:

By: _____
Jackie Rodgers, City Clerk

Approved as to form:

By: _____
Micaela Rustia Moore, City Attorney

EXHIBIT A

Invitation to Bid – BID B-1692

Please see the attached page(s).

EXHIBIT B

Bid

Please see attached page(s).

Mayor
Pamela A. Goynes-Brown

City Manager
Ryann Juden, J.D., Ph.D.

Council Members
Scott Black
Ruth Garcia Anderson
Isaac E. Barron
Richard J. Cherchio



Finance Department
Purchasing Department
2250 Las Vegas Boulevard, North · Suite #710 · North Las Vegas, Nevada 89030
Telephone: (702) 633-1745 · Fax: (702) 669-3328 · TDD: (800) 326-6868
www.cityofnorthlasvegas.com

March 30, 2023

CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1692 Traffic Controls
ADDENDUM #1

The deadline for questions for this proposal was 12:00 p.m., March 30, 2023. The following are the questions that were received along with the answers to those questions.

Question 1. What is the Annual Estimated Value of the Contract?

Answer: \$275,000.00 per fiscal year

Question 2. Contract Start Date?

Answer: Estimated May 11, 2023

Question 3. Line Items Stenciled CNLV. Are these Purchase Items?

Answer: Yes

Question 4. 1 hour Response time is unreasonable in most situations. The industry norm for emergencies is usually 2 hours. Will you consider changing it to 2 Hours?

Answer: Emergency situation we need to keep at 1 hour.

Marie Leake
Procurement Manager
Purchasing Department

City of North Las Vegas
BID B-1692 Traffic Controls

Pre-bid Meeting held on March 23, 2023, 2023 at 10:00 am via Google Meet
conference call
Conference Call Attendees

City of North Las Vegas

Joy Yoshida, Buyer
Timothy Reesman, City Traffic Engineer

Vendors

RoadSafe Traffic
Doug De Sousa
doug.desousa@roadsafetraffic.com
702-575-4437
Shelby Dukeminier
Shelby.Dukeminier@roadsafetraffic.com
O: 702-315-3696

Work Zone Traffic Services
Tommy Stauffer
Heather Kloppel
Office. (702) 435-9987
Email. tstauffer@workzonetrafficservices.com

EXHIBIT B

Bid

Please see attached page(s).



B-1692 Addendum 1 Roadsafe Traffic Systems Supplier Response

Event Information

Number: B-1692 Addendum 1
Title: Traffic Controls
Type: Invitation for Bid
Issue Date: 3/16/2023
Deadline: 4/6/2023 01:00 PM (PT)
Notes: 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.

Contact Information

Contact: Joy Yoshida
Address: 2250 Las Vegas Blvd. Suite 820
North Las Vegas, NV 89030
Phone: 1 (702) 6331745
Email: yoshidaj@cityofnorthlasvegas.com

Roadsafe Traffic Systems Information

Contact: Patrick Riley
Address: 7885 Westwind Rd
Las Vegas, NV 89139
Phone: (702) 315-3696
Fax: (702) 315-3698
Email: priley@roadsafetraffic.com
Web Address: www.roadsafetraffic.com

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

Shelby L Dukeminier

Signature

shelby.dukeminier@roadsafetraffic.com

Email

Submitted at 4/6/2023 08:32:44 AM (PT)

Requested Attachments

Required Documents

20230406082117175.pdf

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

Required Documents

20230406082117175.pdf

Exhibit F must be submitted as part of your Bid response. Any and all exceptions to CNLV purchase agreement must be noted in response. All redlines to Exhibit F must be submitted as part of your Bid response. No redlines will be accepted after bid submission.

Bid Attributes

1 Acknowledgment of Addendum #1

I acknowledge receipt of Addendum #1

☒ Acknowledgment of Receipt of Addendum #1 (Acknowledgment of Receipt of Addendum #1)

Bid Lines

1 APB-ARROW PANEL BOARD

Quantity: 1 UOM: PER DAY Unit Price: \$30.00 Total: \$30.00

2 DBFT-DOUBLE LANE FOOTBALL CLOSURE LESS THAN 500'

Quantity: 1 UOM: PER DAY Unit Price: \$187.50 Total: \$187.50

3 DBL1K-DOUBLE LANE CLOSURE 550' TO 1,000'

Quantity: 1 UOM: PER DAY Unit Price: \$167.50 Total: \$167.50

4 DBL15K-DOUBLE LANE CLOSURE 1,050' TO 1,500'

Quantity: 1 UOM: PER DAY Unit Price: \$182.50 Total: \$182.50

5 DBL20K-DOUBLE LANE CLOSURE 1,550' TO 2,000'

Quantity: 1 UOM: PER DAY Unit Price: \$202.50 Total: \$202.50

6	DBLF15K-DOUBLE LANE FOOTBALL CLOSURE 1,100' TO 1,500'	Quantity: <u> 1 </u> UOM: <u>PER DAY</u> Unit Price: <u> \$295.00 </u> Total: <u> \$295.00 </u>
7	DBL20K-DOUBLE LANE FOOTBALL CLOSURE 1,550' TO 2,000'	Quantity: <u> 1 </u> UOM: <u>PER DAY</u> Unit Price: <u> \$317.50 </u> Total: <u> \$317.50 </u>
8	DLFC1K-DOUBLE LANE FOOTBALL CLOSURE 550' TO 1,000'	Quantity: <u> 1 </u> UOM: <u>PER DAY</u> Unit Price: <u> \$272.50 </u> Total: <u> \$272.50 </u>
9	EDG5-EDGE LINE CLOSURE LESS THAN 500'	Quantity: <u> 1 </u> UOM: <u>PER DAY</u> Unit Price: <u> \$40.00 </u> Total: <u> \$40.00 </u>
10	EDG1K-EDGE LINE SETUP 550' TO 1,000'	Quantity: <u> 1 </u> UOM: <u>PER DAY</u> Unit Price: <u> \$45.00 </u> Total: <u> \$45.00 </u>
11	FLG-5-FLAGGER HALF ROAD CLOSURE LESS THAN 500'	Quantity: <u> 1 </u> UOM: <u>PER DAY</u> Unit Price: <u> \$125.00 </u> Total: <u> \$125.00 </u>
12	FLG+5-FLAGGER HALF ROAD CLOSURE GREATER THAN 500'	Quantity: <u> 1 </u> UOM: <u>PER DAY</u> Unit Price: <u> \$125.00 </u> Total: <u> \$125.00 </u>
13	HRC-5-HALF ROAD CLOSURE LESS THAN 500'	Quantity: <u> 1 </u> UOM: <u>PER DAY</u> Unit Price: <u> \$117.50 </u> Total: <u> \$117.50 </u>
14	HRC1K-HALF ROAD CLOSURE 550' TO 1,000'	Quantity: <u> 1 </u> UOM: <u>PER DAY</u> Unit Price: <u> \$150.00 </u> Total: <u> \$150.00 </u>
15	PLC-5-PARK LANE CLOSURE LESS THAN 500'	Quantity: <u> 1 </u> UOM: <u>PER DAY</u> Unit Price: <u> \$55.00 </u> Total: <u> \$55.00 </u>
16	PLC1K-PARK LANE CLOSURE 550' TO 1,000'	Quantity: <u> 1 </u> UOM: <u>PER DAY</u> Unit Price: <u> \$65.00 </u> Total: <u> \$65.00 </u>
17	PLC15K-PARK LANE CLOSURE 1,050' TO 1,500'	Quantity: <u> 1 </u> UOM: <u>PER DAY</u> Unit Price: <u> \$75.00 </u> Total: <u> \$75.00 </u>
18	PLC20K-PARK LANE CLOSURE 1,550' TO 2,000'	Quantity: <u> 1 </u> UOM: <u>PER DAY</u> Unit Price: <u> \$85.00 </u> Total: <u> \$85.00 </u>
19	RC-ROAD CLOSURE	Quantity: <u> 1 </u> UOM: <u>PER DAY</u> Unit Price: <u> \$175.00 </u> Total: <u> \$175.00 </u>
20	SLCFC1K-SINGLE LANE FOOTBALL CLOSURE 550' TO 1,000'	Quantity: <u> 1 </u> UOM: <u>PER DAY</u> Unit Price: <u> \$200.00 </u> Total: <u> \$200.00 </u>
21	SLFC-5-SINGLE LANE FOOTBALL CLOSURE LESS THAN 500'	Quantity: <u> 1 </u> UOM: <u>PER DAY</u> Unit Price: <u> \$187.50 </u> Total: <u> \$187.50 </u>

2 2	SLFC15K- SINGLE LANE FOOTBALL CLOSURE 1,100' TO 1,500'	Quantity: <u> 1 </u> UOM: <u>PER DAY</u>	Unit Price: <u> \$210.00 </u>	Total: <u> \$210.00 </u>
2 3	SLC-5-SINGLE LANE CLOSURE LESS THAN 500'	Quantity: <u> 1 </u> UOM: <u>PER DAY</u>	Unit Price: <u> \$155.00 </u>	Total: <u> \$155.00 </u>
2 4	SLC1K-SINGLE LANE CLOSURE 550' TO 1,000'	Quantity: <u> 1 </u> UOM: <u>PER DAY</u>	Unit Price: <u> \$185.00 </u>	Total: <u> \$185.00 </u>
2 5	SLC15K- SINGLE LANE CLOSURE 1,100' TO 1,500'	Quantity: <u> 1 </u> UOM: <u>PER DAY</u>	Unit Price: <u> \$215.00 </u>	Total: <u> \$215.00 </u>
2 6	SLC20K-SINGLE LANE CLOSURE 1,550' TO 2,000'	Quantity: <u> 1 </u> UOM: <u>PER DAY</u>	Unit Price: <u> \$245.00 </u>	Total: <u> \$245.00 </u>
2 7	SWC-SIDEWALK CLOSURE	Quantity: <u> 1 </u> UOM: <u>PER DAY</u>	Unit Price: <u> \$70.00 </u>	Total: <u> \$70.00 </u>
2 8	TLC-TURN LANE CLOSURE	Quantity: <u> 1 </u> UOM: <u>PER DAY</u>	Unit Price: <u> \$110.00 </u>	Total: <u> \$110.00 </u>
2 9	CONE28-28" TRAFFIC CONE	Quantity: <u> 1 </u> UOM: <u>PER DAY</u>	Unit Price: <u> \$0.01 </u>	Total: <u> \$0.01 </u>
3 0	CONE42-42" TRAFFIC CONE	Quantity: <u> 1 </u> UOM: <u>PER DAY</u>	Unit Price: <u> \$0.75 </u>	Total: <u> \$0.75 </u>
3 1	DELV-CHARG-DELIVERY CHARGE	Quantity: <u> 1 </u> UOM: <u>EACH</u>	Unit Price: <u> \$65.00 </u>	Total: <u> \$65.00 </u>
3 2	DRUM-TRAFFIC DRUM	Quantity: <u> 1 </u> UOM: <u>PER DAY</u>	Unit Price: <u> \$0.85 </u>	Total: <u> \$0.85 </u>
3 3	DRUMWL-TRAFFIC DRUM WITH LIGHT	Quantity: <u> 1 </u> UOM: <u>PER DAY</u>	Unit Price: <u> \$1.00 </u>	Total: <u> \$1.00 </u>
3 4	IMPACT ATT-IMPACT ATTENUATOR TRUCK WITH OUT OPERATOR	Quantity: <u> 1 </u> UOM: <u>PER DAY</u>	Unit Price: <u> \$300.00 </u>	Total: <u> \$300.00 </u>
3 5	IMPACT-OPER-TRUCK MOUNTED ATTENUATOR WITH OPERATOR	Quantity: <u> 1 </u> UOM: <u>HOURLY</u>	Unit Price: <u> \$85.00 </u>	Total: <u> \$85.00 </u>
3 6	LTOWER-LIGHT TOWER	Quantity: <u> 1 </u> UOM: <u>PER DAY</u>	Unit Price: <u> \$90.00 </u>	Total: <u> \$90.00 </u>
3 7	MAINT-MAINTENANCE OF TRAFFIC CONTROL SET-UP PER TRIP	Quantity: <u> 1 </u> UOM: <u>EACH</u>	Unit Price: <u> \$65.00 </u>	Total: <u> \$65.00 </u>

38	MESB-MESSAGE BOARD	Quantity: <u> 1 </u> UOM: <u>PER DAY</u>	Unit Price: <u> \$50.00 </u>	Total: <u> \$50.00 </u>
39	PICK UP-PICK UP CHARGE	Quantity: <u> 1 </u> UOM: <u>PER DAY</u>	Unit Price: <u> \$65.00 </u>	Total: <u> \$65.00 </u>
40	36SIGN-SIGNS UP TO 36" WITH STANDS	Quantity: <u> 1 </u> UOM: <u>PER DAY</u>	Unit Price: <u> \$2.00 </u>	Total: <u> \$2.00 </u>
41	60SIGN-SIGNS UP TO 60" WITH STANDS	Quantity: <u> 1 </u> UOM: <u>PER DAY</u>	Unit Price: <u> \$2.00 </u>	Total: <u> \$2.00 </u>
42	SBLABOR-STAND-BY LABOR	Quantity: <u> 1 </u> UOM: <u>PER HOUR</u>	Unit Price: <u> \$65.00 </u>	Total: <u> \$65.00 </u>
43	ELR-EMERGENCY LABOR RATE	Quantity: <u> 1 </u> UOM: <u>PER HOUR</u>	Unit Price: <u> \$65.00 </u>	Total: <u> \$65.00 </u>
44	TCP-TRAFFIC CONTROL PLAN PER PAGE	Quantity: <u> 1 </u> UOM: <u>EACH</u>	Unit Price: <u> \$55.00 </u>	Total: <u> \$55.00 </u>
45	TRUCK-SHADOW TRUCK WITH DRIVER	Quantity: <u> 1 </u> UOM: <u>PER DAY</u>	Unit Price: <u> \$400.00 </u>	Total: <u> \$400.00 </u>
46	TYP2-TYPE II BARRICADE	Quantity: <u> 1 </u> UOM: <u>PER DAY</u>	Unit Price: <u> \$0.80 </u>	Total: <u> \$0.80 </u>
47	TYPE2L-TYPE II BARRICADE WITH LIGHTS	Quantity: <u> 1 </u> UOM: <u>PER DAY</u>	Unit Price: <u> \$1.25 </u>	Total: <u> \$1.25 </u>
48	TYPE 3-TYPE II BARRICADE WITH LIGHTS	Quantity: <u> 1 </u> UOM: <u>PER DAY</u>	Unit Price: <u> \$1.40 </u>	Total: <u> \$1.40 </u>
49	WRAIL-WATER BARRIER RAIL	Quantity: <u> 1 </u> UOM: <u>PER DAY</u>	Unit Price: <u> \$4.00 </u>	Total: <u> \$4.00 </u>
50	WRAILL-WATER BARRIER RAIL WITH LIGHTS	Quantity: <u> 1 </u> UOM: <u>PER DAY</u>	Unit Price: <u> \$5.00 </u>	Total: <u> \$5.00 </u>
51	TRENCHPL-TRENCH PLATES DELIVERED & SET	Quantity: <u> 1 </u> UOM: <u>EACH</u>	Unit Price: <u> \$1.00 </u>	Total: <u> \$1.00 </u>
52	KRAIL-K-RAIL DELIVERED & SET	Quantity: <u> 1 </u> UOM: <u>EACH</u>	Unit Price: <u> \$1.00 </u>	Total: <u> \$1.00 </u>
53	36SIGN-SIGNS UP TO 36" WITH STANDS	Quantity: <u> 1 </u> UOM: <u>EACH</u>	Unit Price: <u> \$105.00 </u>	Total: <u> \$105.00 </u>

54	60SIGN-SIGNS UP TO 60" WITH STANDS	Quantity: <u> 1 </u> UOM: <u>EACH</u>	Unit Price: <u> \$352.00 </u>	Total: <u> \$352.00 </u>
55	CONE28-28" TRAFFIC CONE WITH BANDS & STENCILED CNLV	Quantity: <u> 1 </u> UOM: <u>EACH</u>	Unit Price: <u> \$19.00 </u>	Total: <u> \$19.00 </u>
56	CONE42-42" TRAFFIC CONE WITH BANDS & STENCILED CNLV	Quantity: <u> 1 </u> UOM: <u>EACH</u>	Unit Price: <u> \$37.00 </u>	Total: <u> \$37.00 </u>
57	DRUM-TRAFFIC DRUM WITH BANDS & STENCILED CNLV	Quantity: <u> 1 </u> UOM: <u>EACH</u>	Unit Price: <u> \$70.00 </u>	Total: <u> \$70.00 </u>
58	DRUMWL-TRAFFIC DRUM WITH LIGHT & STENCILED CNLV	Quantity: <u> 1 </u> UOM: <u>EACH</u>	Unit Price: <u> \$95.00 </u>	Total: <u> \$95.00 </u>
59	TYP2-TYPE II BARRICADE & STENCILED CNLV	Quantity: <u> 1 </u> UOM: <u>EACH</u>	Unit Price: <u> \$71.00 </u>	Total: <u> \$71.00 </u>
60	TYP2-TYPE II BARRICADE STENCILED SIDEWALK CLOSED USE OTHER SIDE	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Price: <u> \$71.00 </u>	Total: <u> \$71.00 </u>
61	TYP2-TYPE II BARRICADE STENCILED NO PARKING	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Price: <u> \$71.00 </u>	Total: <u> \$71.00 </u>
62	TYPE2L-TYPE II BARRICADE WITH LIGHTS & STENCILED CNLV	Quantity: <u> 1 </u> UOM: <u>EACH</u>	Unit Price: <u> \$96.00 </u>	Total: <u> \$96.00 </u>
63	TYPE3-TYPE II BARRICADE WITH LIGHTS & STENCILED CNLV	Quantity: <u> 1 </u> UOM: <u>EACH</u>	Unit Price: <u> \$193.00 </u>	Total: <u> \$193.00 </u>
64	CONCRETE BARRIER RAIL STENCILED CNLV	Quantity: <u> 1 </u> UOM: <u>EACH</u>	Unit Price: <u> \$535.00 </u>	Total: <u> \$535.00 </u>
65	CONCETE BARRIER RAIL WITH LIGHTS STENCILED CNLV	Quantity: <u> 1 </u> UOM: <u>EACH</u>	Unit Price: <u> \$550.00 </u>	Total: <u> \$550.00 </u>
66	SBAG-SAND BAGS	Quantity: <u> 1 </u> UOM: <u>EACH</u>	Unit Price: <u> \$2.00 </u>	Total: <u> \$2.00 </u>
67	FLG-5 FLAGGER HALF ROAD CLOSURE LESS THAN 500- HOURLY	Quantity: <u> 1 </u> UOM: <u>HOURLY</u>	Unit Price: <u> \$37.50 </u>	Total: <u> \$37.50 </u>
68	FLG+5 FLAGGER HALF ROAD CLOSURE GREATER THAN 500- HOURLY	Quantity: <u> 1 </u> UOM: <u>HOURLY</u>	Unit Price: <u> \$37.50 </u>	Total: <u> \$37.50 </u>

Response Total: \$7,958.06

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1692 Traffic Controls
EXHIBIT A**

This Bid is submitted in response to **Bid B-1692 Traffic Controls** and constitutes an offer by this company to enter into a contract as described herein.

Shelby L Dukeminier	RoadSafe Traffic Systems		
AUTHORIZED SIGNATURE NAME (TYPE OR PRINT)	LEGAL	NAME	OF
RESPONDENT			

Shelby Dukeminier April 4, 2023
 AUTHORIZED SIGNATURE DATE

Estimator	702-315-3696	702-731-6534
TITLE	TELEPHONE NUMBER	FAX NUMBER

7885 S Westwind

ADDRESS OF RESPONDENT

Las Vegas NV 89139

E-MAIL ADDRESS: shelby.dukeminier@roadsafetraffic.com

CNLV-BUSINESS LICENSE NO: BL91054 (currently pending renewal)

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

FOR INFORMATIONAL PURPOSES ONLY

Is this Respondent a Minority, Women or Disabled Veteran Business Enterprise?

___ No ___ Yes If YES specify ___ MBE ___ WBE ___ DVBE

Has this Respondent been certified as a Minority, Women or Disabled Veteran Business Enterprise?

_____ No _____ Yes If YES specify Certifying Agency _____

Please attach a copy of your certification.

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1692 Traffic Controls
EXHIBIT B – QUALIFICATIONS AND EXPERIENCE OF RESPONDENT (Continued)**

Example Contract 2:

Company Name: Nevada Energy

Company Address: 6226 West Sahara Las Vegas NV 89146

Point of Contact: Paul Heglmyer Phone Number: 702-402-6538

E-Mail Address: pheglmyer@nvenergy.com

Brief Description of Contract Scope: Provide 24 hr traffic control services for planned and emergency project needs.

Term of Contract (Base plus Option Years): 3

Year of Base Contract Award: 2019 Year Contract Completed: 2023

Base Contract Amount: \$ 800,000.00 Total Contract Amount (including all option years) \$ 2,400,000.00

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: North Las Vegas

Company Address: 2250 Las Vegas Blvd. North Las Vegas NV 89030

Point of Contact: Joy Yoshida Phone Number: 702-633-1745

E-Mail Address: yoshidaj@cityofnorthlasvegas.com

Brief Description of Contract Scope: Provide 24 hr traffic control services for planned and emergency project needs.

Term of Contract (Base plus Option Years): 3

Year of Base Contract Award: 2015 Year Contract Completed: 2019

Base Contract Amount: \$ 275,000.00 Total Contract Amount (including all option years) \$ 825,000.00

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-1692 Traffic Controls
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 _____

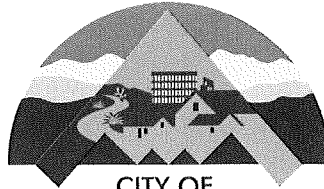
County of _____

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

Your Community of Choice

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1692 Traffic Controls
EXHIBIT D- Non-Collusion Affidavit**

State of Nevada County of Clark

Shelby L. Dukeminier being first duly sworn deposes that:

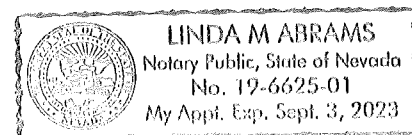
- (1) He/She is the estimator of ROADSAFE TRAFFIC Systems, the Respondent that has submitted the attached Bid.
- (2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive 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.

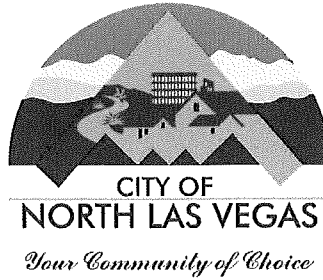
(Signed): [Signature]
Title: _____

Subscribed and sworn to before me this 5th day of April 2023

[Signature]
Notary Public

My Commission expires: Sept 3rd 2023





**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1692 Traffic Controls
EXHIBIT E- Written Certification**

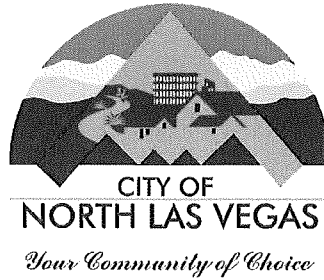
Pursuant to NRS 332.065(4), a governing body or its authorized representative shall not enter into a contract with an estimated value in excess of \$100,000 with a company unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of 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.

<u>Shelby L Dukeminier</u>	<u>RoadSafe Traffic Systems</u>
AUTHORIZED SIGNATURE NAME (TYPE OR PRINT)	LEGAL NAME OF RESPONDENT

<u>Shelby Dukeminier</u>	<u>04/04/2023</u>
AUTHORIZED SIGNATURE	DATE

Estimator
TITLE



**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1692 Traffic Controls
EXHIBIT F- Exceptions to North Las Vegas Service Agreement**

Please provide an explanation to any and all exceptions on terms of the North Las Vegas Service Agreement.

NO EXCEPTIONS

BUSINESS LICENSE

City of North Las Vegas
2250 Las Vegas Blvd. North, Suite 110
North Las Vegas, NV 89030

Mailing Address:

ROADSAFE TRAFFIC SYSTEMS, INC
7885 S WESTWIND RD
LAS VEGAS, NV 89139

In conformity with and subject to the provisions of the Ordinances of the City of North Las Vegas and the laws of the State of Nevada, license is hereby granted to operate the business described hereon:

License Number: **TRCK-000686-2023** Expiration Date: **08/31/2023**

License Type: **TRUCKING**

Classification: **TRUCKING**

Business Location: **ROADSAFE TRAFFIC SYSTEMS, INC**
7885 S WESTWIND RD
LAS VEGAS, NV 89139

Owner/Principal(s): **ROADSAFE TRAFFIC SYSTEMS, INC**

CITY OF
NORTH LAS VEGAS



Alfredo Mefesio
Director of Land Development &
Community Services

This license is not transferable
POST IN A CONSPICUOUS PLACE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/3/2023

6/26/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 1185 Avenue of the Americas, Suite 2010 New York NY 10036 646-572-7300	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS: FAX (A/C, No):
INSURED 1483533 Roadsafet Traffic Systems, Inc. 7885 Westwind Rd Las Vegas, NV 89139	INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Ins Co Pitts. PA INSURER B: Steadfast Insurance Company INSURER C: AXIS Surplus Insurance Company INSURER D: ACE Property and Casualty Insurance Company INSURER E: AIU Insurance Company INSURER F:
	NAIC # 19445 26387 26620 20699 19399

COVERAGES**CERTIFICATE NUMBER:** 19677382**REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	GL 1729018	10/3/2022	10/3/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A A A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	AL 4594477 (AOS) AL 4594478 (MA) AL 4594479 (VA)	10/3/2022 10/3/2022 10/3/2022	10/3/2023 10/3/2023 10/3/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ \$0	Y	Y	G72544134 002	10/3/2022	10/3/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	Y N/A	WC 035901929 (AOS)	10/3/2022	10/3/2023	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
C B	EXCESS GENERAL LIAB. EXCESS AUTO	Y	Y	P-001-000044004-05 SXS 3083708-00	10/3/2022 10/3/2022	10/3/2023 10/3/2023	\$3,000,000 Occ/\$6,000,000 Gen. Agg \$2,000,000 each occ

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

Re: TV64QYNB0DLM0Qv1, Traffic Controls Bid B-1692.

The City, its officers, officials, employees, and volunteers are included as additional insureds with regards to General Liability, Automobile Liability and Umbrella Liability on a primary and non-contributory basis if required by written contract. Waiver of Subrogation applies in favor of the Additional Insured under the General Liability, Automobile Liability, Umbrella Liability and Worker's Compensation as required by written contract. 30-day notice of cancellation included.

CERTIFICATE HOLDER**CANCELLATION** See Attachments**19677382**City of North Las Vegas
Attn: Joy Yoshida
2250 Las Vegas Blvd., North, Suite 820
North Las Vegas, NV 89030

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Coverage	Limits	NAIC	Carrier	Policy Term	Policy Number
Excess Liability	\$2,500,000 p/o \$5,000,000 xs Umbrella	10120	Everest Insurance (Ireland) DAC	10/3/2022 – 10/3/2023	NAMCA2201282
Excess Liability	\$2,500,000 p/o \$5,000,000 xs Umbrella	35378	Evanston Insurance Company	10/3/2022 – 10/3/2023	MKLV6XL30000343

Workers Compensation Policies

Policy Number	Carrier	Limits
WC 035901931 (WI)	AIU Insurance Company	Statutory/\$1,000,000/\$1,000,000/\$1,000,000
WC 035901930 (CA)	AIU Insurance Company	Statutory/\$1,000,000/\$1,000,000/\$1,000,000

ENDORSEMENT

This endorsement, effective 12:01 A.M. **10/03/2022** forms a part of

Policy No. **459-44-77** issued to **ROADSAFE TRAFFIC SYSTEMS, INC**

By **NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON'S OR ORGANIZATION'S LIABILITY ARISING OUT OF THE USE OF A COVERED" AUTO"

I. SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:

- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01A.M. **10/03/2022** forms a part of

Policy No. **459-44-77** issued to **ROADSAFE TRAFFIC SYSTEMS, INC.**

By **NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.



**Authorized Representative or
Countersignature (in States Where
Applicable)**

POLICY NUMBER: 459-44-77
EFFECTIVE DATE: 10/03/2022

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: ROADSAFE TRAFFIC SYSTEMS, INC.

Endorsement Effective Date: 10/03/2022

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ONLY THOSE PERSONS OR ORGANIZATIONS FOR WHOM YOU ARE REQUIRED TO WAIVE YOUR RIGHTS OF RECOVERY UNDER THE TERMS OF A WRITTEN CONTRACT.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

POLICY NUMBER: 459-44-79
EFFECTIVE DATE: 10/03/2022

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: ROADSAFE TRAFFIC SYSTEMS, INC.

Endorsement Effective Date: 10/03/2022

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ONLY THOSE PERSONS OR ORGANIZATIONS FOR WHOM YOU ARE REQUIRED TO WAIVE YOUR RIGHTS OF RECOVERY UNDER THE TERMS OF A WRITTEN CONTRACT.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations Per the Contract or Agreement
Any Person or Organization whom you become obligated to include as an Additional Insured as a result of any Contract or Agreement you have entered into.	

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Effective : 10/03/2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any Person or Organization whom you become obligated to include as an Additional Insured as a result of any Contract or Agreement you have entered into.	Per the Contract or Agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: 172-90-18
EFFECTIVE DATE: 10/03/2022

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s): PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
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The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/03/2022 forms a part of

Policy No. 172-9018 issued to ROADSAFE TRAFFIC SYSTEMS, INC.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF LIMITS OF INSURANCE (Per Project or Per Location Aggregate Limit)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- I. Your policy is amended to include either a Per Project General Aggregate Limit, a Per Location General Aggregate Limit or a Per Project and Per Location General Aggregate Limit. Please select only *one* of the following:

<input type="checkbox"/> Per Project General Aggregate Limit	\$
<input type="checkbox"/> Per Location General Aggregate Limit	\$
<input checked="" type="checkbox"/> Per Project and Per Location General Aggregate Limit	\$ 5,000,000

IF NEITHER OF THESE BOXES ARE CHECKED, THIS ENDORSEMENT IS VOID. IF MORE THAN ONE OF THE THESE BOXES ARE CHECKED, THIS ENDORSEMENT IS VOID.

II. SECTION III - LIMITS OF INSURANCE , is amended to include the following:

1. The Limits of Insurance and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the products-completed operations hazard"; and
 - c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to 5. above, the Damage to Premises Rented To You Limit is the most we will pay under Coverage A because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.
8. Subject to 2., 4., 5., 6., and/or 7. above, the Per Project Aggregate Limit is the most we will pay under Coverages A, B, and C combined for the sum of:
 - a. Damages under Coverage A;
 - b. Damages under Coverage B; and
 - c. Medical Expenses under Coverage C

arising out of any single Project described above.

9. Subject to 2., 4., 5., 6., and/or 7. above, the Per Location Aggregate Limit is the most we will pay under Coverages A, B, and C combined for the sum of:
 - a. Damages under Coverage A;
 - b. Damages under Coverage B; and
 - c. Medical expenses under Coverage C

arising out of the any single Location described above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

- III. The Limits of Insurance shown in the Declarations are deleted in their entirety and replaced by the Limits of Insurance set forth below.

	Limits of Insurance
General Aggregate Limit	\$ 2,000,000
Each Occurrence Limit	\$ 4,000,000
Products-Completed Operations Aggregate Limit	\$ 2,000,000
Personal & Advertising Injury Limit	\$ 500,000
Damage to Premises Rented to You	\$ 10,000
Medical Expense Limit	\$ 5,000,000
Per Project General Aggregate Limit, Per Location	
General Aggregate Limit or Per	
Project and Per Location General Aggregate Limit	

- IV. SECTION V - DEFINITIONS, is amended to include the following:

23. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway, or right-of-way railroad.

All other terms and conditions of this policy remain the same.



Authorized Representative or
Countersignature (in States Where
Applicable)

POLICY NUMBER: 172-9018
EFFECTIVE DATE: 10/03/2022

COMMERCIAL GENERAL LIABILITY
CG 20 01 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 10/03/2022 forms a part of

Policy No. WC 0359-01-929 Issued to ROADS SAFE TRAFFIC SYSTEMS, INC

By AIU INSURANCE COMPANY

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

Any Person or Organization with whom you have entered into a contract, a condition of which requires you to obtain this waiver from us. This endorsement does not apply to benefits or damages paid or claimed:

1. Pursuant to the Workers' Compensation or Employers' Liability Laws of Kentucky, New Hampshire, or New Jersey; or
2. Because of Injury Occurring before you entered into such a contract.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, North Dakota, Ohio, Tennessee, Texas, Utah, or Washington.

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

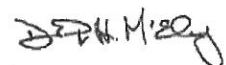
This endorsement, effective 12:01 AM 10/03/2022 forms a part of Policy No. WC 035901930

Issued to ROADS SAFE TRAFFIC SYSTEMS, INC.

By AIU INSURANCE COMPANY

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2 % of the total estimated workers compensation premium for this policy.



WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 10/03/2022 forms a part of

Policy No. WC 0359-01-931 Issued to ROADS SAFE TRAFFIC SYSTEMS, INC

By AIU INSURANCE COMPANY

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

Any Person or Organization with whom you have entered into a contract, a condition of which requires you to obtain this waiver from us. This endorsement does not apply to benefits or damages paid or claimed:

1. Pursuant to the Workers' Compensation or Employers' Liability Laws of Kentucky, New Hampshire, or New Jersey; or
2. Because of Injury Occurring before you entered into such a contract.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, North Dakota, Ohio, Tennessee, Texas, Utah, or Washington.