



**ANNUAL TRAFFIC SIGNAL
MAINTENANCE SERVICE CONTRACT**

BID OPENING: September 20, 2021, at 10:00 AM.

To Supply Service from July 1, 2021 – June 30, 2022

Annual Traffic Signal Maintenance Contract Bid

TABLE OF CONTENTS

Advertisement for Proposals	3
Information for Bidders	4
Preparation of Bid	4
Submission of Bids	4
No-Bid-No Response	5
Withdrawal of Bids	5
Late Bids	5
Award of Contracts	5
Bidder's Preference	5
Default of Contract	5
Appeal by Unsuccessful bidder	5
Appendix A-Specifications	7
Appendix B-Bid Clarifications	13
Appendix C-Contract	23
Bid Envelope Label	36

Annual Traffic Signal Maintenance Contract Bid

ADVERTISEMENT FOR PROPOSALS

For CITY OF FERNLEY (OWNER):

Sealed bids will be received by the CITY OF FERNLEY PUBLIC WORKS DEPARTMENT for the 2021-2022 Annual Traffic Signal Maintenance Provider, at the office of the City of Fernley, 595 Silver Lace Blvd, Fernley, NV until 10:00 AM local time on September 20, 2021.

The Scope of Work consists of:

Supplying the City with the service and maintenance of equipment described in the technical specifications of the bid package. Unless otherwise specified, all traffic signal related work shall conform to:

- NDOT Standard Plans for Road and Bridge Construction, Current Edition
- NDOT Standard Specifications for Road and Bridge Construction, Current Edition.

Proposals will be accepted on a service unit cost basis. Proposals shall also include any miscellaneous charges such as minimal hourly charges travel charges, and/or mobilization/demobilization charges. The bids must include individual costs per specific items. The bids shall be reviewed and selected based on the total annual cost. Proposals must be submitted on the City of Fernley Bid Table with the provided label affixed to the submission envelope.

No proposal will be accepted from a Contractor who is not licensed for this type of work in accordance with the applicable Nevada Revised Statutes. A Statement of Qualifications shall be included with the bid packages. No proposal will be accepted from a contractor who is not able to provide all the services listed within the bid package.

Terms and conditions regarding this proposal as well as bid packages shall be obtained from the City of Fernley, Public Works Department, 595 Silver Lace Blvd, Fernley, NV 89408 or contact Public Works Department at 775-784-9914.

The OWNER reserves the right to reject any or all bids and to waive minor irregularities in any bid or in the bidding process. No bidder may withdraw their bid within thirty (30) days after the actual date of the opening thereof.

Barry Williams
Deputy Public Works Director

Publish: August 25th, September 1st, 8th & 15th, 2021 RGJ, RGJ.Com & Lyon County News Leader

INFORMATION FOR BIDDERS

1. PREPARATION OF BID:

- a. Bidders are expected to examine the specifications and all instructions. Failure to do so will be at the bidder's risk.
- b. Any irregularities or lack of clarity in the invitation should be brought to the attention of the Public Works Department as soon as possible so that corrective addenda may be furnished to all bidders.
- c. The bidder shall sign, print, or type the bidding firm's name on his bid and each continuation sheet on which he makes an entry. The person signing the bid must be a properly authorized representative of the bidding firm.
- d. The signer of the bid must initial erasures or other changes.
- e. Alterations, modifications, or variations to this bid may not be considered unless authorized by the invitation or by addendum.
- f. When a unit price is requested such unit price shall be shown and shall include packing unless otherwise specified.
- g. All equipment or supplies shall be new and of the manufacturer's current model unless otherwise specified.
- h. Bidders are urged to proofread their bids carefully for any errors.
- i. The use of the name of a manufacturer or of a model (product) in the specifications does not restrict bidders to that manufacturer's product in the specifications does not restrict bidders to that manufacturer's product or equipment. This method is used merely to indicate the particular type, design, character, or quality of the article desired. Bids will be considered on products of other manufactures and on other models provided they conform to the requirements specified.
- j. In the event of an error in extension, unit price shall prevail.
- k. The price(s) and amount of this bid must have been arrived at independently and without consultation, communication, agreement, or disclosure with or to any other contractor, bidder, or potential bidder. Complementary bids are illegal and prohibited.
- l. No attempt may be made at any time to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid. All bids must be made in good faith and without collusion.
- m. Bidders understand and acknowledge that the representations above are material and important and shall be relied on by the City of Fernley in awarding the contract(s) for which this bid is submitted. Any misrepresentation hereinabove is and shall be treated as fraudulent concealment from the City of Fernley of the true facts relating to the submission of bids for this contract.
- n. All day references are calendar days.

2. SUBMISSION OF BIDS:

- a. Bids from employees of the City of Fernley shall NOT be considered.
- b. Bids and addenda thereto shall be enclosed in sealed envelopes, with the bid envelope label affixed and addressed to the City of Fernley Public Works Department, 595 Silver Lace Blvd, Fernley, NV 89408 with the name and address of the bidder, date of opening on the face of the envelope. ANY bids, received or post marked after the bid date, will NOT be considered.

Annual Traffic Signal Maintenance Contract Bid

3. NO BID-NO RESPONSE:

- a. Three "No Bids/No Responses" will automatically remove your name from any mailing list.

4. WITHDRAWAL OF BIDS:

- a. Bids may be withdrawn only by written notice, received prior to the bid opening time.
- b. Withdrawals received after the bid opening time shall not be considered.

5. LATE BIDS:

- a. Bids received after the advertised bid deadline shall not be considered.

6. BIDDER'S PREFERENCE:

- a. Per NRS 338.13844, if the company submitting this bid is owned by a veteran with a service-connected disability, the bid shall be deemed to be five (5) percent lower than the bid price actually submitted. Companies that meet this bidder's preference as outlined in NRS 338.13844 shall submit proof of eligibility of the preference with the bid package. The preference may not be combined with any other preference.

7. AWARD OF CONTRACT:

- a. The contract shall be awarded to that responsible bidder whose bid conforms to the Invitation and whose bid is most advantageous to the City, price and other factors considered.
- b. The City reserves the right to reject any and all bids.
- c. The city may accept any item or group of items of any bid unless the bidder qualifies his bid by specific limitations.
- d. A signed City of Fernley purchase order, mailed or otherwise furnished to the successful bidder within the time of acceptance specified in the bid, is a binding contract without further action by either party.
- e. Successful bidder must sign and enter into a Contract for Services of Independent Contractor (**Appendix B**) with the City of Fernley for a period not less than one year.
- f. Invoices issued as a result of this bid shall be processed for payment as each service and/or material is supplied to the City of Fernley.

8. DEFAULT OF CONTRACT:

- a. In case of default of the contractor, the city may procure the articles or service from other sources and hold the contractor responsible for any excess cost occasioned thereby.
- b. If public necessity requires that use of materials or supplies not conforming to the specifications, they may be accepted, and payment therefore shall be made at a proper adjustment in price.
- c. Default by the bidder in any manner including failure or refusal to furnish any item or items at the price AND/OR TIME specified in the bid shall be considered cause for the Council, to remove the bidder from the approved bidders list for not less than 6 months not more than one year AND retain the bid security posted for the contract (if required by the bid).

9. APPEAL BY UNSUCCESSFUL BIDDER

- a. Any unsuccessful bidder may file a notice of appeal within 10 days of award as entered on the bid record by post bond with good and solvent surety in an amount equal to 25

Annual Traffic Signal Maintenance Contract Bid

percent of the successful bid submitted. A bond must be furnished by a surety authorized to do business in the State of Nevada. The notice of appeal must include a written statement of the issues to be addressed on appeal. Within 20 days after receipt of the notice of appeal, the Fernley City Council shall hold an informal hearing on the appeal and may cancel the award based on the finding that the bid was incorrectly awarded. Any such cancellation requires re-advertising for bids and new award under the provisions of NRS Chapters 332 and/or 338 as applicable. Notice of the hearing on the appeal shall be provided to both the successful bidder and the unsuccessful bidder filing the protest by mailing a certified letter to each party at least 10 days prior to the scheduled date of the hearing. The time and place for the meeting shall be at the sole discretion of the City Council. The format for the council meeting to hear the appeal shall be conducted in a manner satisfactory to the chair of the City Council. The successful bidder and the unsuccessful bidder as well as City staff will be allowed to be heard and present information as directed by the chair.

- b. The City Council may withhold an amount from the bond posted by the unsuccessful bidder to cover the costs incurred by the City in hearing the appeal if the original decision to award is upheld. The amount is at the discretion of the City Council. If the appeal is upheld and the award is canceled, the bond posted with the notice of appeal will be returned to the person who posted the bond.
- c. The decision and finding of the City Council is final and all further disputes regarding the matter of the award or amount withheld from the bond to cover the costs of hearing the appeal shall be resolved in a court of competent jurisdiction.
- d. Any notice of appeal under the provisions of this section operates as a stay of action in relation to any contract under such award until a determination is made by the City Council following the informal hearing prescribed herein. Such stay of action will be lifted if the Council rejects the appeal and upholds the award. Any further stay of action must be pursued by the unsuccessful bidder through an action brought in a court of the State of Nevada, (*per Section 28 of the attached Standard Form Contract*).

APPENDIX A—SPECIFICATIONS

Introduction

In order to provide a cohesive and safe transportation system throughout the City of Fernley, traffic signals must be regularly maintained and updated. These traffic signal maintenance guidelines have been developed to ensure optimally performing equipment. This guide provides a basic maintenance plan outlining the current system and recommended routine maintenance activities.

A. Traffic Signal Locations

There are currently four traffic signals in the City of Fernley and two planned signals that will be constructed by NDOT in 2021. One signal is owned by the City of Fernley (Newlands Drive/Stanley Drive), while the other three existing signals and two planned signals are within NDOT right-of-way. The signals are located at the following intersections:

- Main Street/US 50A/US 95A (constructed approximately 1988)
- US 95A/Fremont Street/Chisholm Trail (constructed 2010)
- US 95A/Newlands Drive (constructed approximately 2000)
- Newlands Drive/Stanley Drive (City of Fernley owned – constructed approximately 2008)
- US 50A/River Ranch Road (future signalized intersection – construct in 2021)
- US 50A/Nevada Pacific Parkway (future signalized intersection – construct in 2021)

B. Traffic Signal Maintenance Activities

Routine Maintenance

Routine maintenance should be performed two (2) times per year (approximately every six months). Routine maintenance items include:

- Perform preventative maintenance (detailed in **APPENDIX B**) on all equipment including, but not limited to:
 - Signal Heads/Indications/Lamps
 - Signal Poles and Mast Arms
 - Pull Boxes
 - Cabinet
 - Controller
 - Conflict Monitor/MMU
 - Detection System
 - Load Bays/Load Switches
 - Flash Relays
 - Pedestrian Signal Heads
 - Pedestrian Detection System
 - Interconnect/Communications Equipment
 - Conduit/Conductors/Cables
 - Metered Service
 - Battery Back-Up System
 - Luminaires
 - Internally Illuminated Street Name Signs (IISNS)

Annual Traffic Signal Maintenance Contract Bid

- Clean cabinets
- Repair or replace missing, damaged, or defective equipment/components
- Replace outdated equipment that has reached the end of its life cycle
- Document all maintenance and repair items in a logbook to be kept in each controller cabinet. Duplicate copies of all maintenance records should be kept in a separate location at the City's Public Works office. Contractors hired by the city are to provide a copy of all maintenance and repair records, per intersection and per occurrence, to the Public Works Director in addition to completing the logbook.
- Document all modifications on current as-built records

A preventative maintenance checklist with major items to be performed is included in **APPENDIX B**.

Emergency Repairs

Emergency repairs include urgent needs due to vehicle collisions or signal outages that must be resolved immediately for safety and functionality of the signal. The City should keep at least one (1) generator on hand to be able to restore flashing operations where power has been cut and will not be restored within six (6) hours. The city should also keep a reasonable supply of spare parts including, but not limited to, a controller cabinet, controller, conflict monitor, lamps, luminaires, and signal poles, if feasible. In the event of an emergency or need for after-hours repairs, spare parts are recommended for minimal down time of signals as lead times for equipment can be extensive. The City should establish basic specifications for procurement of universal spare parts.

Alternatively, the city should work with other agencies or contractor(s) to identify a source of readily usable spare parts for those that are expensive or difficult to store. Consideration should also be given to identifying sources for a temporary signal system in the case of a major issue.

Headway recommends that the City have a contract in place with contractor(s) to accommodate emergency repairs with limited delay.

Deficiency Repairs

Deficiency repair needs include replacement of missing and damaged equipment, as well as near-term maintenance needs. Examples include replacing damaged signal poles and installing pedestrian push button extensions to ensure all equipment is consistent with current ADA guidelines. The cost of deficiency repairs could be incorporated into the overall signal maintenance budget or potentially be addressed through separate Capital Improvement Projects (CIP). Packaging multiple repairs into one larger overall project would be more cost effective than performing small repairs individually.

Updates

Equipment updates include replacing outdated equipment and deficiency repair needs that do not require immediate attention but should be addressed within the next few years. Examples include replacing outdated luminaires and adding reflective strips to signal head back plates. The cost of updates could be incorporated into the overall signal maintenance budget or potentially be included in separate Capital Improvement Projects (CIP). Packaging multiple updates into one larger overall project would be more cost effective than performing updates individually.

Signal Timing

Annual Traffic Signal Maintenance Contract Bid

Signal timing should be periodically updated to accommodate changing traffic volumes and provide the most efficient traffic operations possible. Timing updates should be scheduled when conditions change enough to warrant it (i.e., new development, new roadway connections, a major shift in traffic, or approximately every five (5) years). New timings are typically developed by a traffic engineering consultant in the absence of the city having technical staff capable of performing the work.

C. Administrative Activities

Administrative activities are necessary to manage the signal system and implement routine maintenance and emergency repairs effectively and efficiently. Administrative activities include:

- Training all staff to be proficient in their assigned activities
- Enabling non-standard work hours in response to emergency repairs or other urgent needs
- Managing maintenance records
 - Provide up to date as-built records including all elements of the traffic signal system (ensure all modifications are properly documented)
 - Administer and record service requests into a management system
 - Analyze maintenance logbooks and report issues to plan and budget improvements
- Keeping a list of needs for packaging into upgrade projects every few years
- Adequate maintenance records should be kept for all traffic signals to ensure proper operation and functionality. Duplicate copies of all maintenance documents and logbooks should be submitted to the City of Fernley Public Works Director in addition to the logbooks located in controller cabinets. Maintenance records can also be important in protecting the City against potential liabilities.

D. Man Hour Estimates

General man-hours needed for routine maintenance and after-hours repairs service items are estimated as follows for the six signalized intersections:

- Routine Maintenance – includes two workers and one bucket truck for approximately 8 hours per intersection per service check (two times per year) for a total of 96 hours per year
- Emergency Repairs – includes 1-2 workers and one bucket truck for approximately 8 hours per intersection (one time per year) for a total of 48 hours per year

E. Equipment Life Cycle

Traffic signal equipment should be replaced periodically as it reaches obsolescence, end of life cycle, or no longer complies with ADA or other standards. A schedule should be created to determine when all existing equipment should be replaced, and budgets should incorporate these updates. The estimated life cycle of each signal component (based on professional engineering experience for budgeting purposes) is:

- Communications Equipment – 10 years
- Lamps – 10 years
- Luminaires – 10 years
- Pedestrian Push Buttons – 10 years
- Controller/MMU – 15 years
- Detection System – 15 years
- IISNS/Signs – 15 years
- Battery Back-Up – 20 years
- Cabinet – 20 years
- Signal/Pedestrian Heads – 20 years

Annual Traffic Signal Maintenance Contract Bid

- Metered Service – 30 years
- Pull Boxes – 40 years
- Conduit/Conductors – 50 years
- Signal Poles – 50 years

Semi-Annual Inspection Checklist

1. Signal Heads
 - a. Check alignment
 - b. Check back plates
 - c. Check all lamps (all indications operating, including any advance locations)
 - d. Clean all lenses
 - e. Check visors
 - f. Check sockets and internal wires
 - g. Apply touch-up paint as necessary
 - h. Replace or repair equipment/components as necessary; Report any major issues to Public Works
2. Signal Poles and Mast Arms
 - a. Check for any signs of damage or missing parts
 - b. Check condition of hardware
 - c. Replace damaged or missing hand hole covers as necessary
 - d. Report any damage
3. Pull Boxes
 - a. Replace any broken or missing lids
 - b. Clean boxes when needed
4. Cabinet
 - a. Check power supply
 - b. Check all detection for proper operation
 - c. Check ground rod connection
 - d. Check battery back-up system, if applicable
 - e. Test fan, set thermostat between 85 - 95 degrees Fahrenheit
 - f. Inspect and replace bulbs as needed
 - g. Vacuum cabinet and replace filters as necessary
 - h. Apply touch-up paint as necessary
 - i. Check for damage
 - j. Test photocell
 - k. Complete the logbook summarizing repairs made
5. Controller
 - a. Check signal timing/phasing
 - b. Check the clock/date settings
 - c. Check proper functionality
6. Conflict Monitor/MMU
 - a. Check for malfunctions
 - b. Check proper functionality
 - c. Check clock/date settings
7. Detection System
 - a. Check overall conditions of loops and pavement (if applicable)
 - b. Check functionality of video cameras (if applicable)
 - c. Confirm proper functionality

Annual Traffic Signal Maintenance Contract Bid

8. Load Bays/Load Switches
 - a. Inspect overall condition
9. Flash Relays
 - a. Inspect overall condition
10. Pedestrian Signal Heads
 - a. Check indications
 - b. Check alignment
 - c. Report overall condition (including flickering or LED issues)
 - d. Replace or repair equipment/components as necessary
11. Pedestrian Detection System (Push Buttons)
 - a. Check condition of hardware
 - b. Check functionality
 - c. Replace or repair equipment/components as necessary
12. Interconnect/Communications Equipment
 - a. Check communication between signals
 - b. Report any issues
13. Conduit/Conductors/Cables
 - a. Inspect overall condition of visible items
14. Metered Service
 - a. Check supply voltage
 - b. Clean/vacuum service cabinet
 - c. Check ground rod connection
15. Battery Back-Up System
 - a. Report number of power outages recorded since last maintenance check
 - b. Test functionality
16. Luminaires
 - a. Check proper on/off function
 - b. Confirm all luminaires are in working order
 - c. Replace bulbs as needed
 - d. Report any damage
17. Internally Illuminated Street Name Signs (IISNS)
 - a. Replace bulbs, ballasts, fuses, and wiring as necessary
 - b. Replace missing or damaged name panels
 - c. Check incoming voltage
 - d. Check mounting and hardware
 - e. Check panel thumb screws
 - f. Inspect overall condition
18. Signs/Striping on Traffic Signals
 - a. Check mounting hardware and repair if necessary
 - b. Report condition of existing signs
19. Record Keeping
 - a. Complete the logbook for maintenance performed
 - b. Provide a summary of maintenance and repairs to the Public Works department
 - c. Inform the City Public Works Department of any noted issues or larger scale repairs needed

Annual Traffic Signal Maintenance Contract Bid

<u>ITEM #</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1	16	Hours	Routine Maintenance (Main St/US 50A/US 95A)		
2	1	EA	Remove & Replace Type 1-A Pole		
3	1	EA	Remove & Replace Type 1-A Foundation		
4	16	Hours	Routine Maintenance (US 95A/Fremont/Chisholm)		
5	2	EA	Remove & Replace Pedestrian Signal Indication		
6	1	EA	PPB Station Sign & Plate		
7	1	EA	Remove & Replace PPB Post Foundation		
8	1	EA	Piggyback Battery Backup System (US 95A/Fremont/Chisholm)		
9	16	Hours	Routine Maintenance (US 95A/Newlands)		
10	1	EA	Piggyback Battery Backup System (US 95A/Newlands)		
11	4	EA	PPB Station Extension (Single & Dual)		
12	1	EA	Remove & Replace 12" LED Indication		
13	1	EA	Handhole Cover		
14	8	Hours	Routine Maintenance (US 50A/River Ranch Rd)		
15	1	EA	3-Section Signal Head (Furnish to City)		
16	16	Hours	Routine Maintenance (US 50A/Nevada Pacific Pkwy)		
17	1	EA	Pedestrian Signal Head (Furnish to City)		
18	1	FA	Force Account	\$20,000	\$20,000
19	16	Hours	Routine Maintenance (E. Newlands/Stanley)		
20	4	EA	Vehicle Loop Detector		
21	1	EA	PCC Pedestrian Ramp		
22	8	Hours	Emergency Repairs (Contingent)		
23	4	EA	Relamp & Repaint 3-Section Signal Head (Contingent)		
TOTAL					

TOTAL \$ _____

Annual Traffic Signal Maintenance Contract Bid

APPENDIX B-BID ITEM CLARIFICATION

GENERAL INFORMATION

Unless indicated otherwise within the specific bid item as described in this section, the Engineer's estimated quantity, as contained in the bid schedule, shall be the final pay quantity.

If the quantity of a particular item of work is intentionally increased or decreased by the City of Fernley, the final pay quantity of that item will be adjusted to reflect the change.

Temporary traffic control, compliance with NDOT conditions and requirements, mobilization, coordination with City staff, and documentation of all activities and expenses are considered incidental to the bid items. No additional payment will be made for these activities.

BID ITEM 1 – ROUTINE MAINTENANCE (MAIN ST/US 50A/US 95A)

The unit price bid for this item shall include all labor, equipment, materials, and all incidentals necessary to provide regular maintenance on the traffic signal system. Contractor shall perform all work items listed in the *Semi-Annual Inspection Checklist* at approximately 6-month intervals. The quantity assumes two (2) persons per inspection check, 4 hours per person per check, and two routine checks within a one-year period. Contractor shall complete the logbook in the cabinet and provide the inspection documentation to the City Public Works Director after each routine maintenance check.

All work shall be scheduled a minimum of 48 hours in advance with the City's Public Works Director or Deputy Public Works Director.

This item includes up to \$50 of value in incidental items per inspection, all labor for routine maintenance and repairs, including installation of new equipment, but excludes furnishing of new equipment.

Payment for ROUTINE MAINTENANCE (MAIN ST/US 50A/US 95A) shall be made at the applicable bid unit price per Hour which shall be deemed full compensation for all labor, materials, equipment, and incidentals necessary to complete the work.

The contractor may combine routine maintenance efforts at multiple locations to increase efficiencies, however, all invoices shall clearly separate and detail the Work performed at each intersection (Signal System) per scheduled Work occurrence (as scheduled and agreed to by the Public Works Director or Deputy Public Works Director). Work performed and invoiced at each intersection shall exceed a minimum of \$1,500 per occurrence unless otherwise agreed upon writing by the Contractor and Public Works Director.

BID ITEM 2 – REMOVE & REPLACE TYPE 1-A POLE

Annual Traffic Signal Maintenance Contract Bid

The unit price bid for this item shall include all labor, equipment, materials, and all incidentals necessary to remove an existing Type 1-A pole, remove the existing equipment for relocation, furnish and install a Type 1-A traffic signal pole with base cover, and reinstalling the existing equipment on the new pole. Work shall include but not be limited to furnishing complete poles and related equipment, standing and plumbing poles, grouting pole bases, in-pole conductors, making all wiring connections, and all incidentals necessary for a complete installation. This item shall be applicable to all locations and existing conditions.

Payment for REMOVE & REPLACE TYPE 1-A POLE shall be made at the applicable unit price bid per Each (EA) signal pole, which shall be deemed full compensation for all labor, materials, equipment, and incidentals necessary to complete the work.

BID ITEM 3 – REMOVE & REPLACE TYPE 1-A FOUNDATION

The unit price bid for this item shall include all labor, equipment, materials, and all incidentals necessary to remove an existing Type 1-A foundation and construct a new Type 1-A foundation. Work shall include but not be limited to potholing where necessary, drilling, forming, and pouring foundations with appropriate hardware and conduit, concrete, and determining proper bolt patterns. This item shall be applicable to all locations and existing conditions and includes up to 25 square feet of sidewalk/pedestrian ramp removal and replacement.

Payment for REMOVE & REPLACE TYPE 1-A FOUNDATION shall be made at the applicable unit price bid per Each (EA) foundation, which shall be deemed full compensation for all labor, materials, equipment, and incidentals necessary to complete the work.

BID ITEM 4 – ROUTINE MAINTENANCE (US 95A/FREMONT/CHISHOLM)

The unit price bid for this item shall include all labor, equipment, materials, and all incidentals necessary to provide regular maintenance on the traffic signal system. Contractor shall perform all work items listed in the *Semi-Annual Inspection Checklist* at approximately 6-month intervals. The quantity assumes two (2) persons per inspection check, 4 hours per person per check, and two routine checks within a one-year period. Contractor shall complete the logbook in the cabinet and provide the inspection documentation to the City Public Works Director after each routine maintenance check.

All work shall be scheduled a minimum of 48 hours in advance with the City's Public Works Director or Deputy Public Works Director.

This item includes up to \$50 of value in incidental items per inspection, all labor for routine maintenance and repairs, including installation of new equipment, but excludes furnishing of new equipment.

Annual Traffic Signal Maintenance Contract Bid

Payment for ROUTINE MAINTENANCE (US 95A/FREMONT/CHISHOLM) shall be made at the applicable bid unit price per Hour which shall be deemed full compensation for all labor, materials, equipment, and incidentals necessary to complete the work.

The contractor may combine routine maintenance efforts at multiple locations to increase efficiencies, however, all invoices shall clearly separate and detail the Work performed at each intersection (Signal System) per scheduled Work occurrence (as scheduled and agreed to by the Public Works Director or Deputy Public Works Director). Work performed and invoiced at each intersection shall exceed a minimum of \$1,500 per occurrence unless otherwise agreed upon writing by the Contractor and Public Works Director.

BID ITEM 5 – REMOVE & REPLACE PEDESTRIAN SIGNAL INDICATION

The unit price bid for this item shall include all labor, equipment, materials, and all incidentals necessary to furnish and install new pedestrian signal indications which fit within the existing housing. Indications shall be count down style, LED, and compatible with the existing control system.

This item shall also include all new in-pole conductor(s), pulling, and connecting all in-pole conductors for full functionality where necessary.

Payment for REMOVE & REPLACE PEDESTRIAN SIGNAL INDICATION shall be made at the applicable bid unit price per Each (EA) indication, which shall be deemed full compensation for all labor, materials, equipment, and incidentals necessary to complete the work.

BID ITEM 6 – PPB STATION SIGN & PLATE

The unit price bid for this item shall include all labor, equipment, materials, and all incidentals necessary to furnish and install a 9"x12" backing plate and new 9"x12" MUTCD compliant sign to retrofit existing 5"x7" PPB stations. The sign message, type, and arrow direction shall be determined in the field based on the location.

Payment for PPB STATION SIGN & PLATE shall be made at the applicable bid unit price per Each (EA) station retrofitted, which shall be deemed full compensation for all labor, materials, equipment, and incidentals necessary to complete the work.

BID ITEM 7 – REMOVE & REPLACE PPB POST FOUNDATION

The unit price bid for this item shall include all labor, equipment, materials, and all incidentals necessary to remove an existing PPB post foundation and construct a new PPB post foundation. Work shall include but not be limited to removing and reinstalling an existing PPB post with PPB station, extending an existing conduit run to the new location (within five feet of the existing location), new wiring where necessary, making connections, potholing where necessary,

Annual Traffic Signal Maintenance Contract Bid

drilling, forming, and pouring foundations with appropriate hardware and conduit, concrete, and determining proper bolt patterns for reinstallation of the existing PPB post where applicable. This item shall be applicable to all locations and existing conditions and includes up to 25 square feet of sidewalk/pedestrian ramp removal and replacement.

Payment for REMOVE & REPLACE PPB POST FOUNDATION shall be made at the applicable unit price bid per Each (EA) foundation, which shall be deemed full compensation for all labor, materials, equipment, and incidentals necessary to complete the work.

BID ITEM 8 – PIGGYBACK BATTERY BACKUP SYSTEM (US95A/FREMONT/CHISHOLM)

The unit price bid for this item shall include all labor, equipment, materials, and all incidentals necessary to furnish and install a piggyback battery backup system. Work shall include but not be limited to furnishing and installing a complete piggyback Battery Backup System (BBS) on an existing controller cabinet. This item shall cover removing and relocating service conductors as needed, mounting hardware, and any incidentals necessary to install and operate the BBS. Contractor shall coordinate as necessary with NV Energy.

Payment for PIGGYBACK BATTERY BACKUP SYSTEM (US95A/FREMONT/CHISHOLM) shall be made at the applicable bid unit price per Each (EA) system installed, which shall be deemed full compensation for all labor, materials, equipment, and incidentals necessary to complete the work.

BID ITEM 9 – ROUTINE MAINTENANCE (US 95A/NEULANDS)

The unit price bid for this item shall include all labor, equipment, materials, and all incidentals necessary to provide regular maintenance on the traffic signal system. Contractor shall perform all work items listed in the *Semi-Annual Inspection Checklist* at approximately 6-month intervals. The quantity assumes two (2) persons per inspection check, 4 hours per person per check, and two routine checks within a one-year period. Contractor shall complete the logbook in the cabinet and provide the inspection documentation to the City Public Works Director after each routine maintenance check.

All work shall be scheduled a minimum of 48 hours in advance with the City's Public Works Director or Deputy Public Works Director.

This item includes up to \$50 of value in incidental items per inspection, all labor for routine maintenance and repairs, including installation of new equipment, but excludes furnishing of new equipment.

Annual Traffic Signal Maintenance Contract Bid

Payment for ROUTINE MAINTENANCE (US 95A/NEULANDS) shall be made at the applicable bid unit price per Hour which shall be deemed full compensation for all labor, materials, equipment, and incidentals necessary to complete the work.

The contractor may combine routine maintenance efforts at multiple locations to increase efficiencies, however, all invoices shall clearly separate and detail the Work performed at each intersection (Signal System) per scheduled Work occurrence (as scheduled and agreed to by the Public Works Director or Deputy Public Works Director). Work performed and invoiced at each intersection shall exceed a minimum of \$1,500 per occurrence unless otherwise agreed upon writing by the Contractor and Public Works Director.

BID ITEM 10 – PIGGYBACK BATTERY BACKUP SYSTEM (US 95A/NEULANDS)

The unit price bid for this item shall include all labor, equipment, materials, and all incidentals necessary to furnish and install a piggyback battery backup system. Work shall include but not be limited to furnishing and installing a complete piggyback Battery Backup System (BBS) on an existing controller cabinet. This item shall cover removing and relocating service conductors as needed, mounting hardware, and any incidentals necessary to install and operate the BBS. Contractor shall coordinate as necessary with NV Energy.

Payment for PIGGYBACK BATTERY BACKUP SYSTEM (US 95A/NEULANDS) shall be made at the applicable bid unit price per Each (EA) system installed, which shall be deemed full compensation for all labor, materials, equipment, and incidentals necessary to complete the work.

BID ITEM 11 – PPB STATION EXTENSION (SINGLE & DUAL)

The unit price bid for this item shall include all labor, equipment, materials, and all incidentals necessary to install a pedestrian push button extension assembly at the orientation and location identified in the field. Work shall include mounting the extension to the signal pole, mounting the push button assembly to the extension, and installing conductors to the push button. This item applies to locations where either one or two buttons are installed on the extension.

Payment for PPB STATION EXTENSION (SINGLE & DUAL) shall be made at the applicable bid unit price per Each (EA) extension installed which shall be deemed full compensation for all labor, materials, equipment, and incidentals necessary to complete the work.

BID ITEM 12 – REMOVE & REPLACE 12” LED INDICATION

The unit price bid for this item shall include all labor, equipment, materials, and all incidentals necessary to furnish and install new 12” LED signal indications which fit within the existing signal head housing. Indications shall be compatible with the existing signal head wiring. This item applies to all 12” indication types and colors.

Annual Traffic Signal Maintenance Contract Bid

Payment for REMOVE & REPLACE 12” LED INDICATION shall be made at the applicable bid unit price per Each (EA) indication installed, which shall be deemed full compensation for all labor, materials, equipment, and incidentals necessary to complete the work.

BID ITEM 13 – HANDHOLE COVER

The unit price bid for this item shall include all labor, equipment, materials, and all incidentals necessary to furnish and install new galvanized steel handhole covers and associated mounting hardware fitting existing poles. This item includes removal of the existing cover, where applicable, and applies to all cover types.

Payment for HANDHOLE COVER shall be made at the applicable bid unit price per Each (EA) cover installed, which shall be deemed full compensation for all labor, materials, equipment, and incidentals necessary to complete the work.

BID ITEM 14 – ROUTINE MAINTENANCE (US 50A/RIVER RANCH RD)

The unit price bid for this item shall include all labor, equipment, materials, and all incidentals necessary to provide regular maintenance on the traffic signal system. Contractor shall perform all work items listed in the *Semi-Annual Inspection Checklist* at approximately 6-month intervals. The quantity assumes two (2) persons per inspection check, 4 hours per person per check, and one (1) routine check as the system is not anticipated to be operational until the latter half of the fiscal year. Contractor shall complete the logbook in the cabinet and provide the inspection documentation to the City Public Works Director after each routine maintenance check.

All work shall be scheduled a minimum of 48 hours in advance with the City’s Public Works Director or Deputy Public Works Director.

This item includes up to \$50 of value in incidental items per inspection, all labor for routine maintenance and repairs, including installation of new equipment, but excludes furnishing of new equipment.

Payment for ROUTINE MAINTENANCE (US 50A/RIVER RANCH RD) shall be made at the applicable bid unit price per Hour which shall be deemed full compensation for all labor, materials, equipment, and incidentals necessary to complete the work.

The contractor may combine routine maintenance efforts at multiple locations to increase efficiencies, however, all invoices shall clearly separate and detail the Work performed at each intersection (Signal System) per scheduled Work occurrence (as scheduled and agreed to by the Public Works Director or Deputy Public Works Director). Work performed and invoiced at each intersection shall exceed a minimum of \$1,500 per occurrence unless otherwise agreed upon writing by the Contractor and Public Works Director.

Annual Traffic Signal Maintenance Contract Bid

BID ITEM 15 – 3-SECTION SIGNAL HEAD (FURNISH TO CITY)

The unit price bid for this item shall include all labor, equipment, materials, and all incidentals necessary to furnish a new complete vehicular signal head to the City of Fernley for future use. This item shall include the housing, backplate with reflective strips, (3) visors, (3) 12” LED indications (1 each of red, yellow, and green balls), and incidental hardware and connectors.

Payment for 3-SECTION SIGNAL HEAD (FURNISH TO CITY) shall be made at the applicable bid unit price per Each (EA) signal head delivered to the City.

BID ITEM 16 – ROUTINE MAINTENANCE (US 50A/NEVADA PACIFIC PKWY)

The unit price bid for this item shall include all labor, equipment, materials, and all incidentals necessary to provide regular maintenance on the traffic signal system. Contractor shall perform all work items listed in the *Semi-Annual Inspection Checklist* at approximately 6-month intervals. The quantity assumes two (2) persons per inspection check, 4 hours per person per check, and two routine checks within a one-year period. Contractor shall complete the logbook in the cabinet and provide the inspection documentation to the City Public Works Director after each routine maintenance check.

All work shall be scheduled a minimum of 48 hours in advance with the City’s Public Works Director or Deputy Public Works Director.

This item includes up to \$50 of value in incidental items per inspection, all labor for routine maintenance and repairs, including installation of new equipment, but excludes furnishing of new equipment.

Payment for ROUTINE MAINTENANCE (US 50A/NEVADA PACIFIC PKWY) shall be made at the applicable bid unit price per Hour which shall be deemed full compensation for all labor, materials, equipment, and incidentals necessary to complete the work.

The contractor may combine routine maintenance efforts at multiple locations to increase efficiencies, however, all invoices shall clearly separate and detail the Work performed at each intersection (Signal System) per scheduled Work occurrence (as scheduled and agreed to by the Public Works Director or Deputy Public Works Director). Work performed and invoiced at each intersection shall exceed a minimum of \$1,500 per occurrence unless otherwise agreed upon writing by the Contractor and Public Works Director.

BID ITEM 17 – PEDESTRIAN SIGNAL HEAD (FURNISH TO CITY)

The unit price bid for this item shall include all labor, equipment, materials, and all incidentals necessary to furnish a new complete pedestrian signal head to the City of Fernley for future use.

Annual Traffic Signal Maintenance Contract Bid

This item shall include the housing, LED countdown pedestrian indication, and incidental hardware and connectors.

Payment for PEDESTRIAN SIGNAL HEAD (FURNISH TO CITY) shall be made at the applicable bid unit price per Each (EA) pedestrian signal ahead delivered to the City.

BID ITEM 18 – FORCE ACCOUNT (CONTINGENT ITEM)

The force account shall be utilized, as determined by the City, for the furnishing of materials, equipment, labor, and incidentals for any additional work that may be directed by the City. Provisions of sections 100.24 CHANGE ORDERS and 100.25 EXTRA WORK of the Standard Specifications for Public Works Construction (SSPWC) apply to work covered by this item. This bid item has been established to compensate for any costs allowed as a result of unforeseen additional work. The amount to be included in the Contract for such work shall be as set forth in the bid schedule and must be included by the Bidder.

There is no direct payment for this item. Payment will be made only for additional authorized work performed. Depending upon the amount of additional work authorized and completed at the close of the Contract, the amount bid may be used entirely, partially, or not at all. The amount of work, and associated compensation, to be performed under Force Account may also be increased at the City's discretion.

BID ITEM 19 – ROUTINE MAINTENANCE (E. NEWLANDS/STANLEY)

The unit price bid for this item shall include all labor, equipment, materials, and all incidentals necessary to provide regular maintenance on the traffic signal system. Contractor shall perform all work items listed in the *Semi-Annual Inspection Checklist* at approximately 6-month intervals. The quantity assumes two (2) persons per inspection check, 4 hours per person per check, and two routine checks within a one-year period. Contractor shall complete the logbook in the cabinet and provide the inspection documentation to the City Public Works Director after each routine maintenance check.

All work shall be scheduled a minimum of 48 hours in advance with the City's Public Works Director or Deputy Public Works Director.

This item includes up to \$50 of value in incidental items per inspection, all labor for routine maintenance and repairs, including installation of new equipment, but excludes furnishing of new equipment.

Payment for ROUTINE MAINTENANCE (E. NEWLANDS/STANLEY) shall be made at the applicable bid unit price per Hour which shall be deemed full compensation for all labor, materials, equipment, and incidentals necessary to complete the work.

Annual Traffic Signal Maintenance Contract Bid

Note that this location is within City of Fernley jurisdiction only, NDOT coordination is not required for this intersection.

BID ITEM 20 – VEHICLE LOOP DETECTOR

The unit price bid for this item shall include all labor, equipment, materials, and all incidentals necessary to install inductive loop detectors at any location identified by the City. Work shall include, but not be limited to removing all existing DLCs, layout, saw cutting, cleaning, loop wire and placement, labeling loops and DLCs, sealing, making all connections, and verification of loop detection system function. This item includes furnishing and installing new DLCs from the new loops to the cabinet and making all connections and waterproof splices. Conduit stub installation is excluded from this item.

Payment for VEHICLE LOOP DETECTOR shall be made at the applicable unit price bid per Each (EA) loop, which shall be deemed full compensation for all labor, materials, equipment, placement, and incidentals necessary to complete the work.

BID ITEM 21 – PCC PEDESTRIAN RAMP

The unit price bid for this item shall include all labor, equipment, materials, and all incidentals necessary to remove existing surface improvements, included existing PCC flatwork, and construct a new PCC pedestrian ramp. Work shall include, but not limited to, laying out the new ramp in the field to ensure that the installation will be consistent with ADA requirements, saw cutting, removing the existing materials, including plant root matter, to the bottom of the new aggregate base depth, and disposing at an approved off-site location, preparing and compacting the subgrade, furnishing and placing any imported fill needed to achieve grade, furnishing and placing a 6-inch compacted thickness of new aggregate base material, and furnishing and placing detectable surface warning tiles. Adjusting existing utility/meter boxes (within ramp limits), any grading needed behind the new ramp to achieve a maximum slope of 3:1, replacing adjacent landscape materials in kind, and modifying and/or repairing the irrigation system, as necessary, shall be included in this item at no additional charge to the City.

Payment for PCC PEDESTRIAN RAMP shall be made at the applicable unit price bid per Each (EA) constructed ramp and shall be deemed full compensation to complete the work.

BID ITEM 22 – EMERGENCY REPAIRS (CONTINGENT)

The unit price bid for this item shall include all labor, contractor's equipment, and all incidentals necessary to provide emergency repair on the traffic signal systems. This item is intended to cover labor and all the contractor's activities but excludes furnishing or installing new signal system equipment. Upon inspection of the issues/damages/repairs needed, the contractor shall notify City staff of needed equipment for the City's approval. Any new equipment necessary will either be provided by the City or purchased through the Force Account, at the City's discretion.

Annual Traffic Signal Maintenance Contract Bid

The contractor shall mobilize to the repair site and coordinate with City staff regarding the scope of work within twenty-four (24) hours of being notified by the City (via email or phone) of the emergency repair need. Contractor shall perform the repairs immediately to the extent possible.

Contractor shall keep records of all time and expenses expended for each emergency repair and provide a separate invoice to the City for each incident.

Payment for EMERGENCY REPAIRS (CONTINGENT) shall be made at the applicable bid unit price per Hour which shall be deemed full compensation for all labor, contractor's equipment, and incidentals necessary to complete the work.

There is no direct payment for this item. Payment will be made only for authorized work performed. Depending upon the amount of emergency repair work authorized and completed at the close of the Contract, the amount bid may be used entirely, partially, or not at all. The hours may also be increase significantly in cases of severe repair needs. The bid unit price shall apply to any number hours expended.

BID ITEM 23 – RELAMP & REPAINT 3-SECTION SIGNAL HEAD (CONTINGENT)

The unit price bid for this item shall include all labor, equipment, materials, and all incidentals necessary to relamp a 3-section signal head with new 12" LED indications furnished by the Contractor and repaint the signal head, bracket or plumbizer, backplate, and visors with a flat black color. This item applies to all 3-section signal heads.

Payment for RELAMP & REPAINT 3-SECTION SIGNAL HEAD (CONTINGENT) shall be made at the applicable bid unit price per Each (EA) head, which shall be deemed full compensation for all labor, materials, equipment, and incidentals necessary to complete the work.

There is no direct payment for this item. Payment will be made only for authorized work performed. Depending upon the City's needs for relamping and available funding, the amount bid may be used entirely, partially, or not at all. The number of locations may also be increase significantly. The bid unit price shall apply to any number of locations authorized.

Annual Traffic Signal Maintenance Contract Bid

APPENDIX C-CONTRACT FOR PROFESSIONAL SERVICES

Notice for the City shall be sent to:

City Manager
City of Fernley
595 Silver Lace Blvd.
Fernley, NV 89408

Notice for the Contractor shall be sent to:

- 5. **SCOPE OF WORK:** Scope of Work shall be set forth in Attachment A.
- 6. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in paragraph (5) at a Fee Schedule outlined in Attachment B.
- 7. **ATTACHMENTS:** This Contract also incorporates the following attachments (the "Attachments");
ATTACHMENT C: (fill in with description or list N/A)
ATTACHMENT D: (fill in with description or list N/A)

Should a conflict arise between the terms of the attachment(s) and this contract, the contract term(s) prevails unless specifically addressed in a document separate from the contract and attachments and signed by all parties.

- 7. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in paragraph (5) at a Fee Schedule outlined in Attachment B.
- 8. **TIMELINESS OF BILLING SUBMISSION.** The parties agree that timeliness of billing is of the essence to this Contract and recognize that the City is on a fiscal year. All billings for dates of service prior to July 1 must be submitted to the city no later than the first Friday in August of the same year.
- 9. **INSPECTION & AUDIT.**
 - a. **Books and Records.** Contractor agrees to keep and maintain under general accepted accounting principles (GAAP) full, true, and complete records, contracts, books, and documents as are necessary to fully disclose to the City, the State of Nevada or the United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes. Contractor agrees to provide a copy of the file within a reasonable time upon being requested by the City.

Annual Traffic Signal Maintenance Contract Bid

- b. **Inspection & Audit.** Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the City, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect the requirements of this paragraph.
- c. **Period of Retention.** All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used under this Contract. The retention period runs from the date of payment for the relevant goods or services by the City, or from the date of termination of this Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. CONTRACT TERMINATION.

- a. **Termination Without Cause.** Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated without cause by (1) written mutual consent of both parties, or (2) unilateral termination by either party after service of formal Thirty Day (30) written notice as specified in paragraph (4).
- b. **Termination for Non-Appropriation.** The continuation of this Contract beyond the current fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the City. The City may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the City's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- c. **Default or Breach.** A default or breach may be declared with or without termination. The following shall constitute a default or breach:
 - i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
 - ii. If any state, county, city or federal license, authorization, waiver, permit, qualification, or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
 - iv. For any other good or sufficient reason, including, but not limited to, dishonesty, fraud, ethical violations, bribery, or other similar acts.
- d. **For Cause Termination and Time to Correct.** This Contract may be terminated by the non-defaulting party upon a declared default or breach only after service of formal written notice as specified in paragraph (4), and the subsequent failure of the defaulting party within 15

Annual Traffic Signal Maintenance Contract Bid

calendar days of receipt of that notice to provide evidence, satisfactory to the non-defaulting party, showing that the declared default or breach has been corrected.

- e. **Winding Up Affairs Upon Termination.** In the event that this Contract is terminated for any reason, the parties agree that the provisions of this paragraph survive termination:
- i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination.
 - ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the City.
 - iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the City; and
 - iv. Contractor shall preserve, protect, and promptly deliver possession to the City of all proprietary information in accordance with paragraph (21).
 - v. In the event that dispute(s) arise during the winding up of affairs upon termination, the parties agree to meet and negotiate in good faith to resolve any such dispute(s).

11. **REMEDIES.** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages exclusive of lost profits.

12. **ATTORNEYS' FEES, COSTS, AND EXPENSES.** Unless otherwise stated herein, the Parties will bear their own attorneys' fees, costs, and expenses in connection with the negotiation, execution, and performance of this Agreement.

13. **LIMITED LIABILITY.** Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the Attachments. Damages for any default or breach by the City shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the default or breach.

14. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

15. **INDEMNIFICATION.**

A. As respects negligent acts, errors or omissions in the performance of professional services, the Contractor agrees to indemnify and hold harmless the City, including their elected officials, officers, employees, and agents from and against reasonable defense costs, including reasonable attorney fees,

Annual Traffic Signal Maintenance Contract Bid

liability or claims arising directly out of the Contractor's negligent acts, errors or omissions in the performance of its work under the terms of this Agreement, to the extent the liabilities are determined to have been proximately caused by the negligent acts, errors or omissions of the Contractor, its Sub-CONTRACTORS or Sub-Contractors (hereafter "Subs"), their employees, agents, or representatives. City shall provide notice to Contractor of the City's receipt of a written demand/claim or lawsuit arising from Contractor's work.

B. The CONTRACTOR agrees to hold harmless, indemnify, and defend the City, including their elected officials, officers, employees, and agents from loss or liability resulting from any claim, demand, suit, action, or cause of action based on bodily injury, including death, or property damage, caused by any negligent or intentional acts, errors or omissions, either direct or passive, on the part of the Contractor, its Subs, their employees, agents, or representatives, arising from the performance of work under this Agreement. The collective group to be indemnified shall hereinafter be referred to as "Indemnitees." If an "Indemnitees" is found to be liable in the proceeding, then Contractor's obligation here under shall be limited to the proportional share of the liability attributed to the Contractor.

16. INDEPENDENT CONTRACTOR. Contractor is associated with the City only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the City whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the City shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the City; (4) participation or contributions by either Contractor or the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the City. Contractor shall indemnify and hold the City harmless from, and defend the City against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the City.

17. INSURANCE Unless expressly waived in writing by the City, Contractor, as an independent contractor and not an employee of the City, must carry those policies of insurance which have been agreed to by the parties as evidenced by the parties initials in the signature spaces provided in the amounts specified below and pay all taxes and fees incident hereunto. The City shall have no liability except as specifically provided in this Contract. Contractor shall not commence work before:

- a. Contractor has provided the required evidence of insurance to the City, and
- b. The City has approved the insurance policies provided by Contractor. Prior approval of the insurance policies by the City shall be a condition precedent to any payment of consideration under this Contract and the City's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of the City to timely approve the insurance policies or any changes to the insurance coverage shall not constitute a waiver of the condition.

Annual Traffic Signal Maintenance Contract Bid

Insurance Coverage: Contractor shall, at Contractor’s sole expense, procure, maintain, and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specified herein or otherwise agreed to by the City, the required insurance shall be in effect prior to the commencement of work by Contractor and shall continue in force as appropriate until the latter of:

- 1) Final acceptance by the City of the completion of this Contract; or
- 2) Such time as the insurance is no longer required by the City under the terms of this Contract.

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

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Workers’ Compensation and Employer’s Liability Insurance:

INDUSTRIAL INSURANCE. Contractor further agrees, as a precondition to the performance of any work under this Contract and as a precondition to any obligation of the City to make payment under this Contract, to provide the City with a work certificate issued by a qualified insurer in accordance with NRS 616B.627. Contractor agrees, prior to commencing any work under this Contract, to complete and to provide the following written request to the qualified insurer:

_____ has entered into a contract with Owner to perform work from _____ to _____ and requests that an industrial insurance provider qualified and licensed to offer such insurance within the State of Nevada, provide to The City of Fernley, Nevada 1) a certificate of coverage issued pursuant to NRS 616B.627 and 2) notice of any lapse in coverage or nonpayment of coverage that Contractor is required to maintain. The certificate and notice should be mailed to:

City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

Contractor agrees to maintain required workers compensation coverage throughout the entire term of this Contract. If Contractor does not maintain coverage throughout the entire term of this Contract, Contractor agrees that the City may, at any time the coverage is not maintained by Contractor, order Contractor stop work, suspend this Contract, or terminate this Contract.

Contractor may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that Contractor is a sole proprietor and that:

- 1) In accordance with the provisions of NRS 616B.659, Contractor has not elected to be included within the terms, conditions, and provisions of NRS chapters 616A to 616D, inclusive; and
- 2) Contractor is otherwise in compliance with those terms, conditions, and provisions.

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Annual Traffic Signal Maintenance Contract Bid

Commercial General Liability Insurance:

1) Minimum Limits required:

- \$1,000,000 General Aggregate
- \$1,000,000 Products & Completed Operations Aggregate
- \$1,000,000 Personal and Advertising Injury
- \$1,000,000 Each Occurrence

2) Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

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Business Automobile Liability Insurance:

Minimum Limit required: **\$100,000** Each Occurrence for bodily injury and property damage. Coverage shall be for “any auto” (including owned, non-owned and hired vehicles).

The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

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Professional Liability Insurance:

- 3) Minimum Limit required: \$1,000,000 Each Claim, \$2,000,000 Aggregate.
- 4) Retroactive date: Prior to commencement of the performance of this Contract
- 5) Discovery period: Three (3) years after the termination date of this Contract.
- 6) A certified copy of this policy may be required.

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Umbrella or Excess Liability Insurance:

- 1) May be used to achieve the above minimum liability limits.
- 2) Shall be endorsed to state it is “As Broad as Primary Policy”

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Commercial Crime Insurance:

- 1) Minimum Limit required: **\$10,000** Per Loss for Employee Dishonesty
- 2) This insurance shall be underwritten on a blanket form amending the definition of “employee” to include all employees of the Vendor regardless of position or category.

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Performance Security:

- 1) Amount required: **\$ 0.00**
- 2) Security may be in the form of surety bond, Certificate of Deposit or Treasury Note payable to the city only.
- 3) The security shall be deposited with the City no later than ten (10) working days following award of this Contract to Contractor.
- 4) Upon successful completion of this Contract, the security and all interest earned, if any, shall be returned to Contractor.

Annual Traffic Signal Maintenance Contract Bid

General Requirements:

- 1) Additional Insured: By endorsement to the general liability insurance policy evidenced by Contractor, *The City of Fernley, its officers, employees, and immune contractors* shall be named as additional insureds for all liability arising from this Contract.
- 2) Waiver of Subrogation: Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.
- 3) Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- 4) Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the City. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by the City.
- 5) Policy Cancellation: Except for ten days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the City, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered and shall provide that notices required by this paragraph shall be sent by certified mail to the address shown below.
- 6) Approved Insurer: Each insurance policy shall be:
 - a. Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the City and having agents in the State of Nevada upon whom service of process may be made, and
 - b. Currently rated by A.M. Best as "A-VII" or better.

Evidence of Insurance: Prior to the start of any work, Contractor must provide the following documents to the City:

- 1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the City to evidence the insurance policies and coverages required of Contractor.
- 2) Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, **must** be submitted to the City to evidence the endorsement of the City as an additional insured per General Requirements, Subsection 1) above.
- 3) Schedule of Underlying Insurance Policies: If an Umbrella or Excess insurance policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

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

Annual Traffic Signal Maintenance Contract Bid

Required Mailing: Contractor will mail all required insurance documents to the City at the address identified in section 4 of this Contract.

18. COMPLIANCE WITH LEGAL OBLIGATIONS. Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification, or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

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

20. SEVERABILITY OF PARTS. If any portion, provision, or part of this Agreement is held, determined, or adjudicated by any court of competent jurisdiction to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision, or part shall be severed from the remaining portions, provisions, or parts of this Agreement, and such determination or adjudication shall not affect the validity or enforceability of such remaining portions, provisions, or parts.

21. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by the City, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations, or duties under this Contract without the prior written consent of the City.

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

23. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The City will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential," provided that Contractor thereby agrees to indemnify and defend the City for honoring such a designation. The failure

Annual Traffic Signal Maintenance Contract Bid

to so label any document that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

24. FEDERAL FUNDING. In the event federal funds are used for payment of all or part of this Contract:

- a. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
- b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.
- c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability, or handicap condition (including AIDS and AIDS-related conditions.)

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

Any federal, state, county or local agency, legislature, commission, counsel, or board.

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

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

26. GENERAL WARRANTY: Contractor warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

27. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective upon signing and only for the period of time specified in this Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

28. GOVERNING LAW; VENUE. This Agreement will be interpreted, and the rights and liabilities of the Parties determined, in accordance with the laws of the State of Nevada, excluding its conflict of laws rules. In any action or proceeding arising under this Agreement, each Party to this Agreement hereby (a) consents to the jurisdiction of Nevada Courts, and of the pertinent appellate courts,

Annual Traffic Signal Maintenance Contract Bid

and consents to the venue of such action or proceeding in Lyon County, Nevada courts, (b) irrevocably agrees that all actions or proceedings arising out of or relating to this Agreement shall be litigated in such courts, and (c) consents to personal jurisdiction within Lyon County, Nevada. Each Party to this Agreement accepts for itself, generally and unconditionally, the exclusive jurisdiction and venue of the aforesaid courts and waives any defense of lack of personal jurisdiction, improper venue or inconvenient forum or any similar defense, and irrevocably agrees to be bound by any non-appealable judgment rendered thereby in connection with this Agreement.

29. INTEGRATED AGREEMENT. This Agreement contains the entire agreement and understanding among the Parties regarding the matters set forth herein and supersedes all previous negotiations, discussions, and understandings regarding such matters. The Parties acknowledge and represent that they have not relied on any promise, inducement, representation, or other statement made in connection with this Agreement that is not expressly contained herein. The terms of this Agreement are contractual and not a mere recital.

30. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

31. ADVICE OF COUNSEL. Each Party hereto represents and agrees that it has had the opportunity to seek and has sought from attorneys any such advice as it deems appropriate with respect to signing this Agreement or the meaning of it. Each party has undertaken such independent investigation and evaluation as it deems appropriate and is entering into this Agreement in reliance on that and not in reliance on any advice, disclosure, representation, or information provided by or expected from any other Party or Party's attorneys. This is an agreement of settlement and compromise, made in recognition that the Parties may have different, disputed, or incorrect understandings, information, and contentions, as to facts and law, and with each Party compromising and settling any potential correctness or incorrectness of its understandings, information, and contentions as to the facts, law, claims, duties, disclosures, and conduct occurring before or during the entry into this Agreement. No conduct, failure, misunderstanding or misinformation and no claim of fraud or fraudulent inducement occurring prior to or in connection with the execution hereof shall be a ground for rescission hereof or for recovery of damages, except as otherwise expressly provided herein.

32. MODIFICATION; NO WAIVER. The provisions of this Agreement, including this paragraph, may be modified, or waived only in writing signed by all Parties. No waiver with respect to any portion of this Agreement shall apply to any other portion of the Agreement, and a waiver on one occasion shall not be deemed to be a waiver of the same or any other breach on a future occasion. No course of dealing by any Party, and no failure, omission, delay, or forbearance by any Party in exercising such Party's rights or remedies shall be deemed a waiver of any such rights or remedies or a modification of this Agreement.

33. INTERPRETATION OF AGREEMENT. This Agreement shall be construed without regard to the Party or Parties responsible for its preparation and shall be deemed to have been prepared collectively by the Parties. Any ambiguity or uncertainty arising herein shall not be interpreted or construed against any Party hereto on the basis that a Party prepared or drafted a particular provision of this Agreement.

Annual Traffic Signal Maintenance Contract Bid

34. COOPERATION OF PARTIES. The Parties agree to cooperate to accomplish the purpose of this Agreement and to execute any and all supplementary documents and to take all additional actions not inconsistent with the terms set forth in this Agreement that are necessary and appropriate to give full force and effect to the terms and intent of this Agreement.

35. NON-DISCRIMINATION. In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship. The contractor further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

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Annual Traffic Signal Maintenance Contract Bid

36. **ACKNOWLEDGMENT AND EXECUTION.** In witness whereof, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby:

CITY MANAGER

City of Fernley
Daphne Hooper
Telephone: 775-784-9900

DAPHNE HOOPER
DATED this ____ day of _____, 20__.

CITY ATTORNEY

City of Fernley
Brandi Jensen, Esq.
Telephone: 775-784-9861
Fax: 775-784-9868

I have reviewed this Contract and approve as to its legal form.

BRANDI JENSEN
DATED this ____ day of _____, 20__.

CITY'S ORIGINATING DEPARTMENT:

City of Fernley Department: Public Works Director

DAVE WHALEN, PUBLIC WORKS DIRECTOR
DATED this ____ day of _____, 20__.

CONTRACT ACCEPTANCE AND EXECUTION:

The City Council of Fernley, Nevada, at their publicly noticed meeting of _____, 20__, approved the acceptance of this Contract. Further, the City Council authorizes the Mayor of Fernley, Nevada to set his hand to this document and record his signature for the execution of this Contract in accordance with the action taken.

FERNLEY:

ROY EDGINGTON, MAYOR
DATED this ____ day of _____, 20__.

ATTEST:

KIM SWANSON, CITY CLERK
DATED this ____ day of _____, 20__.

Annual Traffic Signal Maintenance Contract Bid

_____, being first duly sworn, deposes and says: That _____ is the Contractor; that _____ has read the foregoing Contract; and that _____ understands the terms, conditions, and requirements thereof.

CONTRACTOR

BY: _____

TITLE: _____

FIRM: _____

BUSINESS LICENSE #: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ / Fax #: _____

E-mail Address: _____

(Signature of Contractor)

DATED this ____ day of _____, 20__.

STATE OF _____)

) Ss

County of _____)

On this _____ day of _____, in the year 20__, before me, _____ / Notary Public, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he executed it.

WITNESS my hand and official seal.

Notary's Signature

My Commission Expires: _____

Annual Traffic Signal Maintenance Contract Bid

**Cut along the outer border and affix this label to your sealed bid envelope to identify it as a “Sealed Bid”. Be sure to include the name of the company submitting the bid where requested.

SEALED BID • DO NOT OPEN

BID TITLE:

BID DATE:

BID TIME:

SUBMITTED BY:

DELIVER TO:

City of Fernley
Public Works Department
ATTN: Rachel Endel
595 Silver Lace Blvd
Fernley, NV 89408