



WASHOE COUNTY

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CM/ACM	<u>KS</u>
Finance	<u>DN</u>
DA	<u> </u> ✓
Risk Mgt.	<u>DE</u>
HR	<u>N/A</u>
Other	<u>N/A</u>

STAFF REPORT

BOARD MEETING DATE: April 28, 2015

DATE: April 3, 2015

TO: Board of County Commissioners

FROM: Greg Belancio, P.E., Sr. Licensed Engineer, Community Services Department, 328-2052, gbelancio@washoecounty.us

THROUGH: Dwayne Smith, P.E., Division Director, Engineering and Capital Projects, Community Services Department, 328-2043, desmith@washoecounty.us

SUBJECT: Recommendation to award a bid and approve the Agreement Form to the lowest responsive, responsible bidder for the 2015/2016 Slurry Seal of Selected Streets in Washoe County, Nevada PWP-WA-2015-131 project recommended [Sierra Nevada Construction, Inc., \$1,534,020.00]. (Commission Districts 1, 2, 4 & 5.)

SUMMARY

The 2015/2016 Slurry Seal of Selected Streets in Washoe County, Nevada project consists of 34 miles (see Attachment A) of Micro and Chip Seals.

Sealed bids for the 2015/2016 Slurry Seal of Selected Streets in Washoe County, Nevada PWP-WA-2015-131 project were opened on April 2, 2015. The list of bids received for the project is as follows:

2015/2016 Slurry Seal of Selected Streets in Washoe County	
Bidder	Base bid
Sierra Nevada Construction Inc.	\$1,534,020.00
VSS International	\$1,622,000.00
Intermountain Slurry Seal	\$1,742,800.00
Engineer's Estimate	\$1,505,000.00

Washoe County Strategic Objective supported by this item: Safe, secure and healthy communities.

PREVIOUS ACTION

There has been no previous action taken.

BACKGROUND

The repair and maintenance of County Streets is part of the Community Services Department's pavement infrastructure preservation program. The objective of the maintenance program is to help keep the County's maintenance and replacement costs at a minimum. This is accomplished by performing selected maintenance (i.e., patch repair, crack sealing, slurry seals, overlays or reconstruction) when the Pavement Condition Index (PCI) falls below certain levels. This project is for Cape and Slurry seal on roads shown on Attachment A. Approximately thirty-four (34) miles of streets will be sealed.

FISCAL IMPACT

Funding for the 2015/2016 Slurry Seal contract is included in the Roads Special Revenue Fund budget in Cost Center 216003-781003 (Road Bridge Capital).

RECOMMENDATION

It is recommended that the Board of County Commissioners award a bid and approve the Agreement Form to the lowest responsive, responsible bidder for the 2015/2016 Slurry Seal of Selected Streets in Washoe County, Nevada PWP-WA-2015-131 project recommended [Sierra Nevada Construction, Inc., \$1,534,020.00].

POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be. "Move to award a bid and approve the Agreement Form to the lowest responsive, responsible bidder for the 2015/2016 Slurry Seal of Selected Streets in Washoe County, Nevada PWP-WA-2015-131 project recommended [Sierra Nevada Construction, Inc., \$1,534,020.00]."

Attachment A

Branch Name	Branch	Sec.	County		From	To	Sec. Length	Miles	Product
			Commissioner	Districts					
INCLINE AREA									
ROBERTS AVENUE	10096	1	1		N. SIDE LAKESHORE BLVD.	EAST TIP OF JOYCE LANE	378	0.07	Cape
JOYCE LANE	10097	1	1		WEST SIDE ROBERTS AVENUE	EAST SIDE MAYS BOULEVARD	1529	0.29	Cape
DOESKIN COURT	10135	1	1		EAST SIDE TYNER WAY	536' E. OF TYNER WAY	536	0.10	Cape
ROCKROSE COURT	10136	1	1		SOUTH SIDE TYNER WAY	991' S. OF TYNER WAY	980	0.19	Cape
GALE STREET	10139	1	1		N.W. SIDE MT. ROSE HIWAY	S.W. SIDE TYNER WAY	456	0.09	Cape
DEE COURT	10140	1	1		SOUTH SIDE TYNER WAY	207' S. OF TYNER WAY	207	0.04	Cape
JILL COURT	10141	1	1		N. SIDE TYNER WAY	408' N. OF TYNER WAY	408	0.08	Cape
ALDEN LANE	10187	1	1		N.E. SIDE TYNER WAY	538' N.E. OF TYNER WAY	538	0.10	Cape
WOODRIDGE WAY	10125	1	1		SOUTH SIDE TYNER WAY	N. SIDE 2ND CREEK DRIVE	624	0.12	Cape
TYNER WAY	10200	2	1		EAST SIDE JENNIFER STREET	EAST SIDE LARIAT CIRCLE	5176	0.98	Cape
TYNER WAY	10200	4	1		SOUTH SIDE VALLEY DRIVE	1080 FT. SO. VALLEY DRIVE	1080	0.20	Cape
TYNER WAY	10200	5	1		1080 FT. SO. VALLEY DRIVE	NORTH SIDE DALE DRIVE	841	0.16	Cape
DALE DRIVE	10196	1	1		SO. OF SIDE TYNER WAY	N. SIDE KNOTTY PINE DRIVE	820	0.16	Cape
KNOTTY PINE DRIVE	10203	1	1		S.W. TIP OF DALE DRIVE	1000' EAST OF SUGAR PINE	1533	0.29	Cape
WILLOW COURT	10118	1	1		N. SIDE OF NORTHWOOD BLVD	180' N. OF NORTHWOOD BLVD	180	0.03	Micro
LARK COURT	10121	1	1		N. SIDE SOUTHWOOD BLVD.	312' N. OF SOUTHWOOD BLVD	312	0.06	Micro
CALLAHAN AREA									
CALLAHAN ROAD	L7118	4	2		300' S. OF CROSSCREEK	50' S. OF GALENA CANYON TRAIL	1943	0.37	Cape
RANCH LAND CIRCLE	L7351	1	2		E. SIDE OF CALLAHAN RD.	1569' N.E. OF CALLAHAN RD	1569	0.30	Cape
TOWNSITE ROAD	L7352	1	2		W. SIDE OF RANCH LAND CIR. (LOWER)	N. SIDE OF RANCH LAND CIR. (UPPER)	1036	0.20	Cape
GALENA CANYON TRAIL	L7350	1	2		E. OF CALLAHAND RANCH DR.	3274' S. CALLAHAN RANCH	3274	0.62	Cape
ROAN TRAIL	L7349	1	2		S. OF GALENA CANYON TRAIL	480' N. OF CALLAHAN RANCH TRAIL	480	0.09	Cape
ROAN TRAIL	L7349	2	2		480' N. OF CALLAHAN RANCH TRAIL	N. OF CALLAHAN RANCH TRAIL	860	0.16	Micro
FAWN LANE	L7116	1	2		130 FT. SO. SIDE SR 431	4950 FT. SO. SR 431	4820	0.91	Micro
LARREA LANE	L7087	1	2		N.W. END OF PRIMULA WAY	N. SIDE OF TANNERWOOD DR.	658	0.12	Micro
PRIMULA WAY	L7088	1	2		E. OF MOUNTAIN SHADOW LN.	S.E. END OF LARREA LN.	610	0.12	Micro
MOUNTAIN SHADOW LANE	L7089	1	2		N.W. END OF TANNERWOOD DR	20 FT. N. OF PRIMULA WAY	692	0.13	Micro
WINTERGREEN LANE	L7090	1	2		W. SIDE OF WILLOWBROOK DR	NO. SIDE OF TANNERWOOD DR	2788	0.53	Micro
WINTERGREEN CIRCLE	L7091	1	2		NO. SIDE TANNERWOOD DR.	645' N. OF TANNERWOOD DR.	766	0.15	Micro
HAZELWOOD CIRCLE	L7092	1	2		NO. SIDE WINTERGREEN LN.	324' N. WINTERGREEN LN.	324	0.06	Micro
ENGLEWOOD CIRCLE	L7093	1	2		NO. SIDE TANNERWOOD DR.	267' N. TANNERWOOD DR.	267	0.05	Micro
GOLDENROD DRIVE	L7094	1	2		EAST SIDE CALLAHAN ROAD	WEST SIDE CHERRYWOOD DR.	1472	0.28	Micro
GOLDENROD DRIVE	L7094	2	2		WEST SIDE CALLAHAN ROAD	SO. SIDE WINTERGREEN LANE	1863	0.35	Micro
GOLDENROD DRIVE	L7093	4	2		NO. SIDE WINTERGREEN LANE	SO. SIDE TANNERWOOD DRIVE	943	0.18	Micro
GOLDENROD DRIVE	L7094	5	2		NO. SIDE TANNERWOOD DRIVE	923 FT. NO. TANNERWOOD DR	926	0.18	Micro
GOLDENROD DRIVE	L7094	6	2		923 FT. NO. TANNERWOOD DR	2688 FT. NO. TANNERWOOD DR	1765	0.33	Micro
WILLOWBROOK DRIVE	L7095	1	2		NO. SIDE GOLDENROD DRIVE	SO. SIDE WILDWOOD DRIVE	1193	0.23	Micro
TANNERWOOD DRIVE	L7096	1	2		S.E. END MOUNTAIN SHADOW	200' WEST WINTERGREEN LN.	945	0.18	Micro
TANNERWOOD DRIVE	L7096	2	2		200' WEST WINTERGREEN LN.	WEST SIDE CALLAHAN ROAD	3203	0.61	Micro
TANNERWOOD DRIVE	L7096	5	2		EAST SIDE CALLAHAN ROAD	EAST SIDE CHERRYWOOD DR.	1221	0.23	Micro
WILDWOOD DRIVE	L7097	1	2		EAST SIDE CALLAHAN ROAD	WEST SIDE CHERRYWOOD DR.	1271	0.24	Micro
WILDWOOD DRIVE	L7097	2	2		WEST SIDE CALLAHAN RD.	EAST SIDE TANNERWOOD DR.	1815	0.34	Micro
BALSAWOOD DRIVE	L7098	1	2		NO. SIDE BRUSHWOOD WAY	787 FT. NO. BRUSHWOOD WAY	780	0.15	Micro
CHERRYWOOD DRIVE	L7100	1	2		SO. SIDE TANNERWOOD DR.	383 FT. SO. SHAWNA LANE	2977	0.56	Micro
CEDARWOOD DRIVE	L7101	1	2		EAST SIDE CALLAHAN ROAD	WEST SIDE CHERRYWOOD DR.	1352	0.26	Micro
CEDARWOOD DRIVE	L7101	2	2		EAST SIDE CHERRYWOOD DR.	1078 FT. EAST CHERRYWOOD	1200	0.23	Micro
SHAWNA LANE	L7102	1	2		WEST SIDE CHERRYWOOD DR.	200' WEST CHERRYWOOD	200	0.04	Micro
SHAWNA LANE	L7102	2	2		EAST SIDE CHERRYWOOD DR.	615' EAST MILLIE LANE	1073	0.20	Micro
CALLAHAN RANCH TRAIL	L7348	1	2		825' W. OF ROAN TRAIL	2034 E. OF ROAN TRAIL	2885	0.55	Micro
CROSS CREEK LANE	L7353	1	2		E. OF CALLAHAN RANCH RD.	2468' E. CALLAHAN RANCH	2468	0.47	Micro
DONNYBROOK COURT	L7354	1	2		N. OF CROSS CREEK LN.	570' N. CROSS CREEK LN.	570	0.11	Micro
CHATELAINE CIRCLE	L7355	1	2		W. OF CALLAHAN RANCH RD.	690' W. CALLAHAN RANCH RD	690	0.13	Micro

Exhibit A

Branch Name	Branch	Sec.	County Commissioner Districts	From	To	Sec. Length	Miles	Product
FLDLCREEK AREA								
STAR WAY	L6053	1	2	S.E. OF FELLOWSHIP WAY	567' S.E. OF FELLOWSHIP	567	0.11	Micro
STAR WAY	L6053	2	2	567' S.E. OF FELLOWSHIP	W. SIDE OF FLDLCREEK LN.	1716	0.33	Micro
WOLF RUN ROAD	L6326	1	2	E. SIDE OF WATERLILY WY	505' S. OF LAGUARDIA RD.	2708	0.51	Micro
WOLF RUN COURT	L6327	1	2	N.W. SIDE OF WOLFRUN RD	530' N.W. OF WOLFRUN RD	530	0.10	Micro
GAZELLE ROAD	L6376	1	2	WEST OF FLDLCREEK LN.	NORTH SIDE OF STAR WAY	1822	0.35	Micro
TOLL ROAD AREA								
VENUS AVENUE	L1003	1	2	646 FT. EAST MERCURY AVE.	WEST SIDE OF TOLL ROAD	2702	0.51	Micro
MERCURY AVENUE	L1004	1	2	N. SIDE VENUS AVE.(N-INT)	S.E. SIDE OF VENUS AVE.	1248	0.24	Micro
MERCURY AVENUE	L1004	2	2	N.W. SIDE OF VENUS AVE.	S.E. SIDE OF VEGA ST.	478	0.09	Micro
BERNARD CIRCLE	L1031	1	2	WEST OF TOLL ROAD	264 FT. SO. OF TOLL ROAD	264	0.05	Micro
KIVETT LANE	L1038	1	2	GEIGER GRADE (S.R. 17)	N.E. SIDE OF TOLL ROAD	3630	0.69	Micro
HOT SPRINGS RD.	L1039	1	2	W. SIDE OF TOLL RD.	318' W. OF TOLL RD.	318	0.06	Micro
LAVENDER WAY	L1106	1	2	EAST SIDE CRIMSON WAY	6'WEST SIDE SCARLET WAY	1038	0.20	Micro
REESE WAY	L1107	1	2	6 FT. W. OF SCARLET WAY	6 FT. E. OF CRIMSON WAY	1028	0.19	Micro
SCARLET WAY	L1108	1	2	EAST SIDE TOLL ROAD	207' SO. OF REESE WAY	1273	0.24	Micro
RON WAY	L1109	1	2	6' EAST OF CRIMSON WAY	6' WEST OF SCARLET WAY	1037	0.20	Micro
CRIMSON DRIVE	L1110	1	2	SOUTH SIDE REESE WAY	NORTH SIDE RON WAY	943	0.18	Micro
SYLVESTER ROAD	L1116	1	2	WEST SIDE TOLL RD.	91' SO. OF SYLVESTER CT.	843	0.16	Micro
SYLVESTER COURT	L1117	1	2	6' E. OF SYLVESTER RD.	198' E. OF SYLVESTER RD.	192	0.04	Micro
WILD MUSTANG LANE	L1118	1	2	E. SIDE OF TOLL RD.	5' W. OF BAILY CYN. CT.	502	0.10	Micro
BAILEY CANYON COURT	L1119	1	2	S. OF WILD MUSTANG LN.	239' S. WILD MUSTANG LN.	239	0.05	Micro
BAILEY CANYON DRIVE	L1120	1	2	S. SIDE OF MOOM LN.	S. SIDE WILD MUSTANG LN.	1127	0.21	Micro
MOON LANE	L1121	1	2	6' N.E. WESTERN SPINGS DR	295' E. OF BAILEY CYN. DR.	605	0.11	Micro
WESTERN SPRINGS COURT	L1122	1	2	N.W. OF WESTERN SPRING DR	149' N.W. WESTERN SPRING	149	0.03	Micro
WESTERN SPRINGS DRIVE	L1123	1	2	N.W. SIDE OF MOON LN.	N. SIDE WILD NUSTANG LN.	1124	0.21	Micro
COMSTOCK ESTATES DRIVE	L1124	1	2	N. SIDE OF TOLL RD.	6'S. WESTERN SPRINGS DR.	168	0.03	Micro
GOLD RUN DRIVE	L1125	1	2	E. SIDE OF TOLL RD.	NO. SIDE OF GRANITE MINE	2238	0.42	Micro
SILVER FALLS COURT	L1127	1	2	N.E. OF GOLD STRIKE CT.	258' N.E. GOLD STRIKE CT.	258	0.05	Micro
GOLD RUN COURT	L1128	1	2	S.W. SIDE OF GOLD RUN DR.	416' S.W. OF GOLD RUN DR.	416	0.08	Micro
SILVER MINE COURT	L1129	1	2	S.W. SIDE OF GOLD RUN DR.	414' S.W. OF GOLD RUN DR.	414	0.08	Micro
GOLD RIVER COURT	L1130	1	2	S.W. SIDE OF GOLD RUN DR.	417' S.W. OF GOLD RUN DR.	417	0.08	Micro
SILVER RUN DRIVE	L1131	1	2	EAST SIDE OF TOLL RD.	WEST SIDE OF GOLD RUN DR.	607	0.11	Micro
GRANITE MINE DRIVE	L1132	1	2	SO. SIDE OF SILVER RUN DR	E. SIDE OF GOLD RUN DR.	590	0.11	Micro
GRANITE MINE COURT	L1133	1	2	E. SIDE OF GOLD RUN DR.	163' E. OF GOLD RUN DR.	163	0.03	Micro
STERLING HILLS COURT	L1134	1	2	6' E. OF GOLD RUN DR.	169' E. OF GOLD RUN DR.	169	0.03	Micro
RAVAZZA ROAD	L3058	1	2	S.W. SIDE OF TOLL RD.	W. SIDE OF RAMONA RD.	2035	0.39	Micro
RAMONA ROAD	L3059	1	2	W. SIDE OF MARANGO RD.	S.E. SIDE OF RAVAZZA RD.	1433	0.27	Micro
MARANGO ROAD	L3060	1	2	SOUTH SIDE RAVAZZA ROAD	279 FT. SOUTH RAMONA ROAD	1033	0.20	Micro

Exhibit A

Branch Name	Branch	Sec.	County Commissioner		From	To	Sec. Length	Miles	Product
			Districts						
SPANISH SPRINGS AREA									
BRIDLE PATH TERRACE	L5248	3	4		NO. SIDE SUNSET SPRINGS	N. SIDE OF NIVES CT.	2881	0.55	Micro
TRANQUIL DRIVE	L5273	1	4		N.E. SIDE OF NIVES CT.	193' S. OF GERALDINE CT.	5438	1.03	Micro
DESERT PEAK COURT	L5267	1	4		W. SIDE OF BRIDAL PATH TR	548' W. BRIDAL PATH TR.	548	0.10	Micro
HARRISON PLACE	L5271	1	4		W. OF BRIDAL PATH TERR.	549' W. BRIDAL PATH TERR.	549	0.10	Micro
NIVES COURT	L5272	1	4		W. OF BRIDAL PATH TERR.	632' W. BRIDAL PATH TERR.	632	0.12	Micro
MIRANDA COURT	L5266	1	4		N. OF SUNSET SPRINGS LN.	404' N. SUNSET SPRINGS LN	404	0.08	Type II
MICHAEL PLACE	L5289	1	4		S. SIDE SUNSET SPRINGS LN	418' S. SUNSET SPRINGS LN	418	0.08	Type II
OMNI DRIVE	L5125	2	4		288' N. SKY RANCH BLVD.	S. SIDE OF TRANQUIL DR.	7254	1.37	Type II
MOONBEAM DRIVE	L5274	1	4		N.W. SIDE OF OMNI DR.	S. SIDE OF TRANQUIL DR.	2708	0.51	Type II
MOONBEAM COURT	L5275	1	4		6 FT. N. OF TRANQUIL DR.	454' N. OF TRANQUIL DR.	448	0.08	Type II
SUNLIT TERRACE	L5276	1	4		N.W. SIDE OF OMNI DR.	S. SIDE OF TRANQUIL DR.	1804	0.34	Type II
SUNLIT COURT	L5277	1	4		6 FT. N. OF TRANQUIL DR.	423' N. OF TRANQUIL DR.	417	0.08	Type II
CAREFREE DR.	L5278	1	4		N.W. SIDE OF OMNI DR.	S. SIDE OF TRANQUIL DR.	1162	0.22	Type II
MARTELL PLACE	L5280	1	4		6' N. OF TRANQUIL DR.	356' N. OF TRANQUIL DR.	356	0.07	Type II
GERALDINE COURT	L5281	1	4		E. SIDE OF TRANQUIL DR.	550 S.E. OF TRANQUIL DR.	550	0.10	Type II
THOLL AREA									
THOLL DRIVE	L2118	1	5		WEST SIDE MILITARY ROAD	EAST SIDE CASSILIS DRIVE	2797	0.53	Micro
CASSILIS DRIVE	L2119	1	5		N. SIDE SILVER LAKE ROAD	225 FT. N. THOLL DRIVE	2595	0.49	Micro
WISE AVENUE	L2212	1	5		SO. SIDE OF THOLL DR.	N. SIDE OF SILVER LAKE RD	2343	0.44	Micro
LEATHER LANE	L2213	1	5		E. SIDE OF CASSILLIS DR.	W. SIDE OF WISE AVE	427	0.08	Micro
LEATHER LANE	L2213	2	5		E. SIDE OF WISE AVE	219' E. SIDE OF WISE AVE	219	0.04	Micro
JEROME AVE.	L2218	1	5		S.E. SIDE THOLL DR.	214 FT. S.E. THOLL DR.	214	0.04	Micro
SILVER LAKE ROAD	L2219	1	5		218' E. OF WISE DR.	22' E. OF CASSILIS DR.	646	0.12	Micro
SO. LEMMON VALLEY									
COMPTON STREET	L2104	1	5		E. SIDE FLEETWOOD DRIVE	745 FT. E. NILES WAY	1095	0.21	Micro
COMPTON STREET	L2104	2	5		S. SIDE COMPTON ST.	112 FT. S. OF COMPTON ST.	112	0.02	Micro
NILES COURT	L2105	1	5		W. SIDE NILES WAY	149 FT. W. NILES WAY	149	0.03	Micro
NILES WAY	L2106	1	5		E. SIDE FLEETWOOD DRIVE	S. SIDE COMPTON STREET	1023	0.19	Micro
BUDGER WAY	L2107	1	5		W. SIDE FLEETWOOD DRIVE	E. SIDE PAN AMERICAN DR.	825	0.16	Micro
MAGNOLIA WAY	L2108	1	5		E. SIDE PAN AMERICAN WAY	S.W. SIDE FLEETWOOD DRIVE	1485	0.28	Micro
MAGNOLIA WAY	L2108	2	5		N.E. SIDE FLEETWOOD DRIVE	S. SIDE PATRICIAN DRIVE	2118	0.40	Micro
HOLIDAY COURT	L2110	1	5		N.E. SIDE FLEETWOOD DRIVE	391 FT. N.E. FLEETWOOD DR	391	0.07	Micro
ALJO COURT	L2111	1	5		S.W. SIDE FLEETWOOD DRIVE	210 FT. S.W. FLEETWOOD DR	210	0.04	Micro
IDEAL COURT	L2112	1	5		N. SIDE MAGNOLIA WAY	464 FT. N. MAGNOLIA WAY	464	0.09	Micro
TERRA COURT	L2113	1	5		E. SIDE PAN AMERICAN WAY	464 FT. E. PAN AMERICAN	464	0.09	Micro
PAN AMERICAN DRIVE	L2114	1	5		S. SIDE LIMBER PINE DR.	148 FT. N. BUDGER WAY	1580	0.30	Micro
KIT COURT	L2115	1	5		E. SIDE PAN AMERICAN WAY	421 FT. E. PAN AMERICAN	421	0.08	Micro
FLEETWOOD DRIVE	L2116	1	5		N.W. SIDE LEMMON DRIVE	109 FT. N. COMPTON LANE	2903	0.55	Micro
ARISTOCRAT WAY	L2117	1	5		W. SIDE PATRICIAN DRIVE	E. SIDE MAGNOLIA WAY	880	0.17	Micro
ARISTOCRAT WAY	L2117	2	5		W. SIDE MAGNOLIA WAY	334 FT. W. MAGNOLIA WAY	334	0.06	Micro
KARSTEN COURT	L2161	1	5		S. SIDE OF PATRICIAN DR.	295' S. OF PATRICIAN DR.	285	0.05	Micro
W. PATRICIAN DRIVE	L2077	2	5		N.W. SIDE LEMMON DRIVE	E. SIDE FLEETWOOD DRIVE	2735	0.52	Micro
VAGABOND COURT	L2120	1	5		N.W. SIDE MAGNOLIA WAY	320 FT. N.W. MAGNOLIA WY	320	0.06	Micro
PRESTIGE COURT	L2122	1	5		S. SIDE PATRICIAN DRIVE	185 FT. S. PATRICIAN DR.	185	0.04	Micro
PARAMOUNT COURT	L2123	1	5		S. SIDE PATRICIAN DRIVE	364 FT. S. PATRICIAN DR.	368	0.07	Micro
AVALON COURT	L2124	1	5		S. SIDE PATRICIAN DRIVE	257 FT. S. PATRICIAN DR.	257	0.05	Micro
CAMEO COURT	L2125	1	5		S.E. SIDE MAGNOLIA WAY	195 FT. S.E. MAGNOLIA WAY	195	0.04	Micro
CAMEO COURT	L2125	2	5		N.W. SIDE MAGNOLIA WAY	254 FT. N.W. MAGNOLIA WAY	254	0.05	Micro
NO. LEMMON VALLEY									
ARIZONA STREET	L2058	2	5		N SIDE OF HEATPINE	S. SIDE FIR DRIVE	620	0.12	Type II
FIR DRIVE	L2238	3	5		W. OF MATTERHORN BLVD.	EAST OF OREGON BLVD.	4640	0.88	Type II
JUNIPER STREET	L2240	1	5		E. SIDE OF OHIO ST.	W. SIDE OF MATTERHORN BLVD	3080	0.58	Type II
OHIO STREET	L2241	1	5		N. SIDE OF MISTLEOE ST.	S. SIDE OF OREGON BLVD.	3996	0.76	Type II
OKLAHOMA STREET	L2243	1	5		N. SIDE OF JUNIPER ST.	S. SIDE OF OREGON BLVD.	1063	0.20	Type II

AGREEMENT FORM

THIS AGREEMENT, made and entered into this 28th day of April, 2015, by and between the COUNTY OF WASHOE, a political subdivision of the State of Nevada, acting through its Board of County Commissioners, hereinafter called the "County" and Sierra Nevada Construction, Inc. General Contractor, Nevada State License No. 25565, hereinafter called the "Contractor".

WITNESSETH:

That the County and the Contractor, for the consideration hereinafter named, agree as follows:

Article 1. Scope of Work. The Contractor shall furnish all of the materials and perform all of the work described in the Specifications for "2015/2016 SLURRY SEAL OF SELECTED STREETS IN WASHOE COUNTY, NEVADA, PWP-WA-2015-131", prepared by the Department of Community Services, and shall do everything required by this Agreement and the Specifications. The scope of work shall also include any other street or parking lot within the County's maintained system for the use of making substitutions or add-ons to the project as mutually agreeable by the County and Contractor.

Article 2. Time of Completion. The work to be performed under this Agreement shall be completed within Forty-five (45) working days from the date that the Contractor is issued the Notice to Proceed.

The date specified in the Notice to Proceed shall be the effective date of this Agreement.

Should the Contractor fail or refuse to complete the work within the stipulated time, including any authorized extensions of time, there shall be deducted from the monies due him, not as a penalty, but as liquidated damages, THREE THOUSAND DOLLARS (\$3,000.00) for each work day required to complete the work in addition to the period of time hereinbefore set forth.

In the event that the County has failed to appropriate or budget funds for the purposes specified in this agreement, or that County has been required (in its sole judgment) to amend previous appropriations or budgeted amounts to eliminate or reduce funding for the purposes in this agreement, this agreement shall be terminated without penalty, charge or sanction. (NRS 244.320)

Article 3. Contract Time Extensions. All claims for extensions of time shall be made in writing to the Engineer within seven (7) calendar days after the beginning of the delay; otherwise, they will be disallowed.

If the Contractor is delayed at any time in the progress of the work by any act or neglect of the County or the Engineer, or by any employee of either, or by any separate contractor disputes, fire, unusual weather conditions, unusual delay in transportation, or by unavoidable casualties, the contract time may be extended by change order for such reasonable time as the County may determine.

It is further expressly understood and agreed that the Contractor shall not be entitled to any damages or compensation, or be reimbursed for any losses, on account of any delay resulting from any of the aforesaid causes or any other cause regardless of whether the delay is foreseeable or not, except that the County agrees to compensate the Contractor for any damage resulting from any affirmative, willful act in bad faith performed by the County or its employees which unreasonably interferes with the Contractor's ability to perform the work.

An extension of contract time for a delay will be allowed only in the case that a normal working day is lost. A normal working day is defined as any day, except weekends and holidays, during which the Contractor can work for at least four hours. Delays will not be allowed for non-working days (e.g., weekends and holidays). Claims by the Contractor for delays will not be allowed on account of failure to furnish information, until 14 days after a request for information is submitted by the Contractor, and then not unless such claim is reasonable.

Extensions of contract time shall not be allowed for the following types of delays:

1. Delays which could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor.

2. Delays in the execution of parts of the work, which may in themselves be unavoidable, but do not prevent or delay prosecution of other parts of the work, or the completion of the whole work within the time specified.
3. Delays arising from interruptions occurring during the prosecution of the work on account of reasonable interference of other contractors employed by the County, which do not prevent the completion of the whole work within the contract time.

Article 4. Progress Payments. If acceptable progress has been made, the County shall, once each month, make an estimate of the total amount of work completed to date and the monetary value thereof and make a partial payment on the Contract.

The County shall pay, or cause to be paid, to a contractor the progress payments due under the contract within 30 days after the date the public body receives the progress bill. The County shall retain 10% of each progress payment during the first 50% of the contract to be performed. After the County determines that 50 percent of the work required by the contract has been performed, the County will retain no more than two point five percent (2.5%) of the progress payment, as long as the County determines that satisfactory progress is being made in accordance NRS 338.515

The amount withheld as provided herein shall be retained for a period of thirty (30) days from the date of the Notice of Completion.

County shall pay to Contractor, at the end of each quarter this Agreement is in effect, interest for the quarter on the amount withheld at a rate to be determined by County in accordance with State law. If the amount due the Contractor pursuant to this provision for any quarter is less than Five Hundred Dollars (\$500.00), the County may withhold the interest until: (1) the end of a subsequent quarter after which the amount of interest due is Five Hundred Dollars (\$500.00) or more; (2) the end of the fourth consecutive quarter for which no interest has been paid to the Contractor; or (3) final payment is due under the Agreement or State law; whichever occurs first. Contractor shall pay the subcontractors progress payments and pay interest on amounts retained from said progress payments in accordance with the provisions of State law.

Article 5. Acceptance and Final Payment. As soon as practical, following the completion of the work, the Contractor shall make a request by letter to the County for a final inspection and acceptance of the work; if, in the County's opinion, all provisions of the Construction Specifications and Agreement have been satisfied, the County will cause a Notice of Completion to be filed with the County Recorder.

At the expiration of thirty (30) days following the filing of the Notice of Completion or use or occupancy of the public work by the County, final payment shall be made as follows:

After deducting all previous payments from the total value of the work, the remaining balance shall be paid unless any of the following conditions exist to allow withholding of payment: (a) claims, liens or outstanding debt have been filed against the Contractor or against the work because of Contractor or its agents; (b) claims or demands by County including those involving: disputes about the Contract, Contractor or subcontractor compliance with applicable codes and laws, the work, time or liquidated damages; (c) amounts required by law to be retained by the County. Contractor shall submit proof satisfactory to the County that all payrolls, materials, bills, and other indebtedness relating to the work performed, have been paid before final payment is made.

Article 6. The Contract Sum. The County shall pay the Contractor, as full compensation for furnishing all materials and labor and doing all the work in strict accordance with the Construction Specifications and to the satisfaction of the Engineer the amount of **ONE MILLION FIVE HUNDRED THIRTY FOUR THOUSAND TWENTY Dollars (\$1,534,020.00)** This sum is to be paid in the manner and under the conditions here in before specified.

Article 7. Performance and Payment Bonds. The Contractor agrees that he will, before this contract becomes effective, furnish the County a Performance and Completion Bond and a Labor and Material Payment Bond, furnished by a company or companies acceptable to the County, each in an amount equal to one hundred percent (100%) of the total contract sum. The Performance and Completion Bond shall be conditioned upon the Contractor's full and faithful performance of the contract in accordance with the plans, specifications and conditions of the contract in accordance with the Contract Documents and this Agreement and further conditioned upon the guarantee of said work for a period of one (1) year from the date the work is completed and accepted by County. The Labor and Material Payment Bond is solely for the protection of claimants supplying labor or materials to the contractor to whom the contract was awarded and shall be conditioned upon the Contractor's obligation to pay for all materials and labor provided on the work. (See NRS 339.025)

Article 8. The Contract Documents. The following is an enumeration of all of the Contract Documents making up the Agreement (also herein and throughout the Contract Documents referred to as Contract), which are by this reference hereby incorporated into this Agreement and they are as fully set forth a part of the Agreement as if hereto attached or herein repeated:

- Notice to Contractors
- Scope of Work
- Instructions to Bidders
- Bid Proposal
- Bid Schedule
- Bid Summary
- Preferential Bidder Status
- Bid Bond
- General Contractor Information Form
- Five Percent List of Responsible Trades
- Two Hour One Percent List of Responsible Trades
- Affidavit of Non-Collusion
- Certification of Bidder, Proposed Contractor or Subcontractor Regarding Debarment, Suspension, Ineligibility or Voluntary Exclusion
- Certification of Bidder Regarding Penalties for Noncompliance with Nevada Prevailing Wage Requirements
- Agreement Form
- Labor & Material Payment Bond
- Performance and Completion Bond
- Hazard Communication Program Contractor Communication Form
- Special Provisions to the Standard Specifications for Public Works Construction, 2007, or latest edition.
- General Provisions of the Standard Specifications for Public Works Construction, 2007, or latest edition, including supplemental General Provisions attached to this document
- Drawings
- Detail Specifications (Also called Technical Specifications)
- Exhibit A - Public Works Construction/Indemnification and Insurance Specifications
- Exhibit B - Prevailing Wage Rates
- Addenda
- Change Orders
- Construction Change Directives
- Any amendments made hereto

In the event of any conflict between any of the Contract Documents, this contract shall be governed in accordance with the following order:

- a) This Agreement
- b) Detail Specifications
- c) Drawings
- d) General Provisions

Article 9. Nondiscrimination. In accordance with NRS 338.125, in connection with the performance of work under this Agreement, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation 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. Any violation of this article constitutes a material breach of the Contract.

Article 10. Veteran's Preference. As provided in NRS 338.130, Contractor agrees as follows:

1. When persons are employed in the performance of this contract or in the construction of this public work, employment preference will be given, the qualifications of the applicants otherwise being equal:

(a) First: To persons who:

(1) Have been honorably discharged from the Army, Navy, Air Force, Marine Corps or Coast Guard of the United States, a reserve component thereof or the National Guard; and

(2) Are citizens of the State of Nevada.

(b) Second: To other citizens of the State of Nevada.

NOTICE TO CONTRACTORS:

If the provisions of NRS 338.130 (dealing with Preferential Employment in Construction of Public Works) are not complied with by the contractor engaged on the public work, THE CONTRACT IS VOID, and any failure or refusal to comply with any of the provisions of this section renders any such contract void. All boards, commissions, officers, agents and employees having the power to enter into contracts for the expenditure of public money on public works such as this contract shall file in the Office of the Labor Commissioner the names and addresses of all contractors holding contracts with the public body, and upon the letting of new contracts, the names and addresses of such new contractors must likewise be filed with the Labor Commissioner. Upon the demand of the Labor Commissioner, contractor shall furnish a list of the names and addresses of all subcontractors employed by the contractor engaged on a public work. Subject to the exceptions contained in NRS 338.130, no money may be paid out of the treasury of Washoe County to any person employed on any work mentioned in this section unless there has been compliance with the provisions of this section. Any contractor engaged on a public work or any other person who violates any of the provisions of this section is guilty of a misdemeanor.

Article 11. Prevailing Wage Rates. In the event that the Contract sum as listed above exceeds One Hundred Thousand Dollars (\$100,000.00) or more due to a change order, Contractor agrees that it shall pay the prevailing wage rates in effect at the time of the bid to the persons who are entitled to such wages as determined by the regulations of the labor commissioner. This applies to the entire contract period. Further, and in accordance with NRS 338.060, Contractor shall forfeit as a penalty to the County, Twenty to Fifty Dollars (\$20.00 - \$50.00) for each worker employed for each calendar day or portion thereof that such worker is paid less than the designated rate for any work done under the Agreement by him or any subcontractor under him. The exact amount of the penalty is determined by the labor commissioner's regulations. In addition, Contractor shall keep accurate records showing the name, occupation and actual per diem wages and benefits paid to each worker employed by him in connection with this project. The records shall be open to inspection by the County, its officers and agents at all reasonable hours. No provision of this Contract shall be construed to excuse any duty either Party has under the prevailing wage laws of Nevada. (NRS 338.010 et.seq.)

Article 12. Indemnification/Insurance. Washoe County has established specific indemnification and insurance requirements for agreements/contracts with contractors to help assure that reasonable insurance coverage is maintained. Indemnification and hold harmless clauses are intended to assure that contractors accept and are able to pay for the loss of liability related to their activities. Exhibit A, pages 1-5, is included by reference. All conditions and requirements identified in this exhibit shall apply to any work completed under this Agreement.

Article 13. Alternative Dispute Resolution. In accordance with NRS 338.150, a mutually agreeable method of Alternative Dispute Resolution is required to be used for a dispute arising between the County and the Contractor engaged on this public works if that dispute cannot otherwise be settled. The parties must attempt to settle any such dispute by way of a mutually agreeable method of Alternative Dispute Resolution prior to commencing litigation in a court of competent jurisdiction.

Article 14. Termination. In addition to the other provisions of this Agreement, County has the right to terminate the Agreement without cause at any time upon giving the Contractor seven (7) days notice in writing. In the event the Agreement is terminated by County in accordance with this provision, County agrees to pay Contractor for all work satisfactorily completed and for materials installed prior to the date of termination.

Article 15. Laws and Compliance with Laws. This Contract is governed by and shall be interpreted under the laws of the State of Nevada. The Contractor and his agents including subcontractors, employees and persons who provide labor,

equipment, materials, supplies or services for the work shall comply with the requirements of all applicable state and local laws, including, without limitation, any applicable licensing requirements and the requirements for the payment of sales and use taxes on equipment, materials and supplies provided for the work. In addition, the parties to this contract agree and stipulate that the venue for any dispute arising under this Agreement will be in a court of competent jurisdiction in Washoe County, Nevada.

Article 16. Attorney's Fees and Costs. If either party hereto institutes any action or proceeding, whether for Alternative Dispute Resolution or an action in a court of competent jurisdiction due to a dispute arising out of this agreement, each party shall pay its own attorney's fees and neither party is entitled to receive an award of attorney's fees even if that party is considered to be the prevailing party. Costs may be allocated between the parties in accordance with Nevada law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

COUNTY OF WASHOE, by:

Marsha Berkbigler, Chair
BOARD OF COUNTY COMMISSIONERS

STATE OF NEVADA)
) SS:
COUNTY OF WASHOE)

On this _____ day of _____, 2015, before the undersigned, a Notary Public in and for the County of Washoe, State of Nevada, personally appeared before me _____, as Chairman of the Washoe County Commission, whose name is subscribed to the above agreement, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

NOTARY PUBLIC

CONTRACTOR

STATE OF NEVADA)
) SS:
COUNTY OF WASHOE)

On this _____ day of _____, 2015, before the undersigned, a Notary Public in and for the County of Washoe, State of Nevada, personally appeared before me _____, General Contractor, whose name is subscribed to the above agreement, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

NOTARY PUBLIC

Exhibit A
PUBLIC WORKS CONSTRUCTION/INDEMNIFICATION
AND INSURANCE SPECIFICATIONS
2015/2016 SLURRY SEAL OF SELECTED STREETS IN WASHOE COUNTY, NEVADA,
PWP-WA-2015-131

INTRODUCTION

COUNTY has established specific indemnification, insurance, and safety requirements for public works construction contracts to help assure that reasonable insurance coverage is purchased and safe working conditions are maintained. Indemnification and hold harmless clauses are intended to assure that CONTRACTOR accepts and is able to pay for the loss or liability related to its activities.

BIDDERS' ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT BIDDERS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF THERE ARE ANY QUESTIONS REGARDING THESE INSURANCE REQUIREMENTS, IT IS RECOMMENDED THAT THE AGENT/BROKER CONTACT THE COUNTY RISK MANAGER DIRECTLY AT (775) 328-2071. IF ANY APPARENT LOW BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS, THAT BIDDER MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

INDEMNIFICATION AGREEMENT

CONTRACTOR agrees to hold harmless, indemnify, and defend COUNTY, its officers, agents, employees, and volunteers from any loss or liability, financial or otherwise resulting from any claim, demand, suit, action, or cause of action based on bodily injury including death or property damage, including damage to CONTRACTOR'S property or injury to CONTRACTOR'S employee, caused by any action, either direct or passive, the omission, failure to act, or negligence on the part of CONTRACTOR, its employees, agents, representatives, or Subcontractors arising out of the performance of work under this Agreement by CONTRACTOR, or by others under the direction or supervision of CONTRACTOR.

CONTRACTOR must either defend COUNTY or, upon determination that the work performed by CONTRACTOR was negligent in any manner or that CONTRACTOR failed to perform any duty set forth in this Agreement, pay COUNTY'S costs related to the investigation and defense of any claim, demand, action, or cause of action.

If COUNTY'S personnel are involved in defending such actions, CONTRACTOR shall reimburse COUNTY for the time spent by such personnel at the actual cost incurred by COUNTY for such services.

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

GENERAL REQUIREMENTS

CONTRACTOR shall purchase Industrial Insurance, General Liability, Automobile Liability, Property Insurance and Professional Insurance as described below. The cost of such insurance shall be included in the CONTRACTOR'S bid.

INDUSTRIAL INSURANCE

It is understood and agreed that there shall be no Industrial Insurance coverage provided for CONTRACTOR or any Subcontractor by COUNTY. CONTRACTOR agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the COUNTY to make any payment under this Agreement to provide COUNTY with a certificate issued by an insurer in accordance with NRS 616B.627 and with certificates of an insurer showing coverage pursuant to NRS 617.210 for CONTRACTOR and all subcontractors.

If CONTRACTOR or Subcontractor is unlicensed and is a sole proprietor, coverage for the sole proprietor must be purchased and evidence of coverage must appear on the Certificate of Insurance. Such requirement may be waived for a sole proprietor who does not use the services of any employees, subcontractors, or independent contractors and completes an Affirmation of Compliance pursuant to NRS 616B.627(2).

It is further understood and agreed by and between COUNTY and CONTRACTOR that CONTRACTOR shall procure, pay for, and maintain the above mentioned industrial insurance coverage at CONTRACTOR'S sole cost and expense.

Should CONTRACTOR be self-funded for Industrial Insurance, CONTRACTOR shall so notify COUNTY in writing prior to the signing of this Agreement. COUNTY reserves the right to approve said retentions, and may request additional documentation, financial or otherwise, for review prior to the signing of this Agreement.

MINIMUM LIMITS OF INSURANCE

CONTRACTOR shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to each project or location.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage covering "Any Auto". No aggregate limits may apply.
3. Professional Errors and Omissions as required by Risk Manager, \$0.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the COUNTY Risk Management Division. COUNTY reserves the right to request additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retention and prior to executing the underlying agreement. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy, must be approved by the COUNTY Risk Manager prior to the change taking effect.

OTHER INSURANCE PROVISIONS

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

1. General Liability and Automobile Liability Coverages

- a. COUNTY, its officers, agents, employees, and volunteers are to be included as insureds as respects damages and defense arising from: activities performed by or on behalf of CONTRACTOR, including the insured's general supervision of CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, occupied, or used by CONTRACTOR; or automobiles owned, leased, hired, or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the additional insureds nor shall the rights of the additional insureds be affected by the insured's duties after an accident or loss.
- b. CONTRACTOR'S insurance coverage shall be primary insurance as respects COUNTY, its officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, employees, or volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it in any way.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, agents, employees, or volunteers.
- d. CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Property Coverages

CONTRACTOR shall provide builders risk insurance on an "All Risk" basis on a policy form satisfactory to COUNTY. The limit of coverage will be the amount necessary to cover the bid value of any structures in the Contract or other value determined by COUNTY. CONTRACTOR shall provide boiler and machinery insurance coverage or other forms of property insurance as appropriate for the project. If the project is in a flood plain, COUNTY reserves the right to require flood coverage at CONTRACTOR'S expense. Losses paid under any property insurance policy or policies shall be paid directly to COUNTY by the insurer(s).

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, or non-renewed by either CONTRACTOR or by the insurer, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to COUNTY except for nonpayment of premium.

ACCEPTABILITY OF INSURERS

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

VERIFICATION OF COVERAGE

CONTRACTOR shall furnish COUNTY with certificates of insurance and with original endorsements affecting coverage required by this exhibit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be addressed to the specific COUNTY contracting department and be received and approved by COUNTY before work commences. COUNTY reserves the right to require complete certified copies of all required insurance policies at any time.

SUBCONTRACTORS

CONTRACTOR shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

MISCELLANEOUS CONDITIONS

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

SAFETY PROGRAM

CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.

CONTRACTOR shall take all necessary precautions for the safety of, and shall provide all necessary protection to prevent damage, injury, or loss to:

1. All employees on the work site and all other persons who may be affected thereby.
2. All the work, materials, and equipment to be incorporated therein, whether in storage on or off the site.
3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations, and others of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. He shall erect and maintain, as required by existing conditions and progress on the work, all necessary safeguards for

safety and protection, including posting danger signs, other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent utilities. CONTRACTOR shall comply with OSHA'S Hazard Communication Standards.

CONTRACTOR shall designate a responsible member of its organization at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR'S superintendent unless otherwise designated in writing by CONTRACTOR to the Owner and the Engineer.