



WASHOE COUNTY

Integrity Communication Service
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STAFF REPORT BOARD MEETING DATE: March 28, 2017

DATE: March 3, 2017
TO: Board of County Commissioners
FROM: Joaquin Tabbada, E.I., CFM, Civil Engineer II,
Community Services Department, 328-2055, jtabbada@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 to the lowest responsive, responsible bidder for the East Incline Village Phase I Water Quality Improvement Project [staff recommends Burdick Excavating Company, Inc., in the amount of \$2,899,950.00] funded by Nevada Tahoe Bond Act, U.S. Forest Service Southern Nevada Public Lands Management Act, and Tahoe Regional Planning Agency Water Quality Mitigation Funds. (Commission District 1.)

SUMMARY

The East Incline Village Phase I Water Quality Improvement Project (WQIP) is located within Incline Village as shown in the attached vicinity map and included in the Tahoe Regional Planning Agency's Environmental Improvement Program 5-Year Project List as EIP #01.01.01.46. The project is funded 100% through a federal grant, a state grant and Washoe County's Tahoe Regional Planning Agency (TRPA) Water Quality Mitigation Funds and requires no County match.

Under the Lake Tahoe Total Maximum Daily Load (TMDL), fine sediment particles (FSP) in urban stormwater runoff have been identified as one of the leading causes of reduced water clarity in Lake Tahoe. This project includes the construction of various stormwater infrastructure improvements designed to reduce the FSP load in urban stormwater runoff before it enters the lake, and project implementation will help Washoe County meet the Lake Tahoe TMDL requirements.

Sealed bids for this project were opened on February 16, 2017. The list of bids received for this project is as follows:

East Incline Village Phase I Water Quality Improvement Project	
Bidder	Total Bid
Burdick Excavation Company, Inc.	\$2,899,950.00
Q&D Construction Inc.	\$3,265,375.00
MKD Construction Inc.	\$3,685,090.00
Engineer's Estimate	\$2,229,860.00

Staff has verified in the System for Award Management Exclusions that no bidder is excluded from receiving federal government contracts as a result of being debarred; thus, none of the bidders is prohibited by NRS 338.017(2) from being awarded a public works contract.

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

PREVIOUS ACTION

On October 11, 2016, the Board of County Commissioners (Board) heard a presentation regarding the Lake Tahoe Total Maximum Daily Load Program and approved the Interlocal Agreement to Implement the Lake Tahoe Total Maximum Daily Load between Washoe County and the Nevada Division of Environmental Protection; and directed staff to initiate a preliminary study to address future program costs and funding alternatives [not to exceed \$45,000].

On January 27, 2015, the Board approved a recommendation to accept Amendment #1 to a Grant Award from the Nevada Division of State Lands for the East Incline Village Phase I Water Quality Improvement Project in the amount of \$750,000, (for a total of \$1,500,000 from NDSL with the matching funds of \$1,500,000 funded through a U.S. Forest Service Grant) retroactively for the period of November 19, 2013 through March 31, 2017; and authorized the Director of Community Services Department to execute the Funding Agreement; and directed the Comptroller's Office to make the necessary budget adjustments.

On March 25, 2014, the Board approved a recommendation to accept Tahoe Regional Planning Agency Water Quality Mitigation Funds for the East Incline Village Phase I Water Quality Improvement Project in the amount of \$750,000 with matching funds of \$2.25 Million funded through a Nevada Division of State Lands Grant and a U.S. Forest Service Grant for the period of March 25, 2014 through September 30, 2018; and directed Finance to make the necessary budget adjustments.

On March 11, 2014, the Board approved a Federal Financial Assistance Award of Domestic Grant 14-DG-11051900-004 between Washoe County and the USDA, Forest Service Lake Tahoe Basin Management Unit for the East Incline Village Phase I Water Quality Improvement Project in the amount of \$1.5 Million - matching funds of \$1.5 Million funded through a Nevada Division of State Lands Grant and TRPA Water Quality Mitigation Funds, retroactively for the period of January 1, 2014 through September 30, 2018; and directed Finance to make the necessary budget adjustments.

On January 14, 2014, the Board approved a recommendation to accept a Grant Award from the Nevada Division of State Lands for the East Incline Village Phase I Water Quality Improvement Project in the amount of \$750,000 with matching funds of \$2,250,000 funded through a U.S. Forest Service Grant and TRPA Water Quality Mitigation Funds retroactively for the period of November 19, 2013 through December 31, 2017; and authorized the Acting Director of Community Services Department to execute the Funding Agreement; and directed the Finance Department to make the necessary budget adjustments.

On November 12, 2013, the Board approved in concept the East Incline Village Phase I (EIP No. 01.01.01.46) Water Quality Improvement Project; authorized the request of

grant funds from the State of Nevada Lake Tahoe Water Quality and Erosion Control Grant Program [estimated amount of \$750,000] which includes the cost for grants administration; approved the Resolution Approving the Application for State of Nevada Lake Tahoe Water Quality and Stream Environment Zone Grant Funds for the East Incline Village Phase I (EIP No. 01.01.01.46) Water Quality Improvement Project; approved the Assurances certifying compliance with the regulations, policies, guidelines and requirements of the State of Nevada Division of State Lands Lake Tahoe Water Quality Grant Program; authorized the request of grant funds from the U.S. Forest Service [estimated amount of \$1,500,000]; authorized the request of Water Quality Mitigation Funds from Tahoe Regional Planning Agency [\$750,000 to supplement the 50% match required for the USFS grant]; and appointed the Director of Community Services Department as agent for Washoe County.

BACKGROUND

This project is funded through grant funds from the Nevada Tahoe Bond Act, grant funds from the U.S. Forest Service Southern Nevada Public Lands Management Act, and TRPA Water Quality Mitigation Funds with no County match.

Washoe County and the Nevada Division of Environmental Protection have entered an Interlocal Agreement to Implement the Lake Tahoe Total Maximum Daily Load. The East Incline Village Phase I WQIP is the latest of several surface water quality improvement projects the County has developed to restore and protect lake clarity and to implement the Lake Tahoe TMDL. The project includes the installation of infiltration features and the stabilization and protection of erodible ditches and road shoulders which will reduce the FSP pollutant load in urban stormwater entering the lake. After construction is complete, Washoe County will initiate registration of the new facilities under the Lake Clarity Crediting Program which will help in meeting the 5-year pollutant load reduction milestones as required under the current ILA. To continue to meet the TMDL requirements, the continued development and funding for future water quality projects is required.

Through a prequalified selection process the CSD Engineering and Capital Project Division selected Lumos & Associates, to perform project coordination, permitting, environmental assessment, and engineering design. The planning, environmental, and engineering design phases have been completed and the project is now at the construction phase. The project is programmed to start construction by May 1, 2017 and is anticipated to be completed by October 15, 2017.

FISCAL IMPACT

The project is funded 100% through federal and state grants and TRPA Water Quality Mitigation Fund; it requires no County match. Grant funds have been assigned in the Capital Improvement Fund 402 and project expenses are budgeted in Project PW920589.

RECOMMENDATION

It is recommended that the Board of County Commissioners award a bid and approve the Agreement to the lowest responsive, responsible bidder for the East Incline Village Phase I Water Quality Improvement Project [staff recommends Burdick Excavating Company,

Inc., in the amount of \$2,899,950.00] funded by Nevada Tahoe Bond Act, U.S. Forest Service Southern Nevada Public Lands Management Act, and Tahoe Regional Planning Agency Water Quality Mitigation Funds.

POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be. "Move to award a bid and approve the Agreement to the lowest responsive, responsible bidder for the East Incline Village Phase I Water Quality Improvement Project [staff recommends Burdick Excavating Company, Inc., in the amount of \$2,899,950.00] funded by Nevada Tahoe Bond Act, U.S. Forest Service Southern Nevada Public Lands Management Act, and Tahoe Regional Planning Agency Water Quality Mitigation Funds."

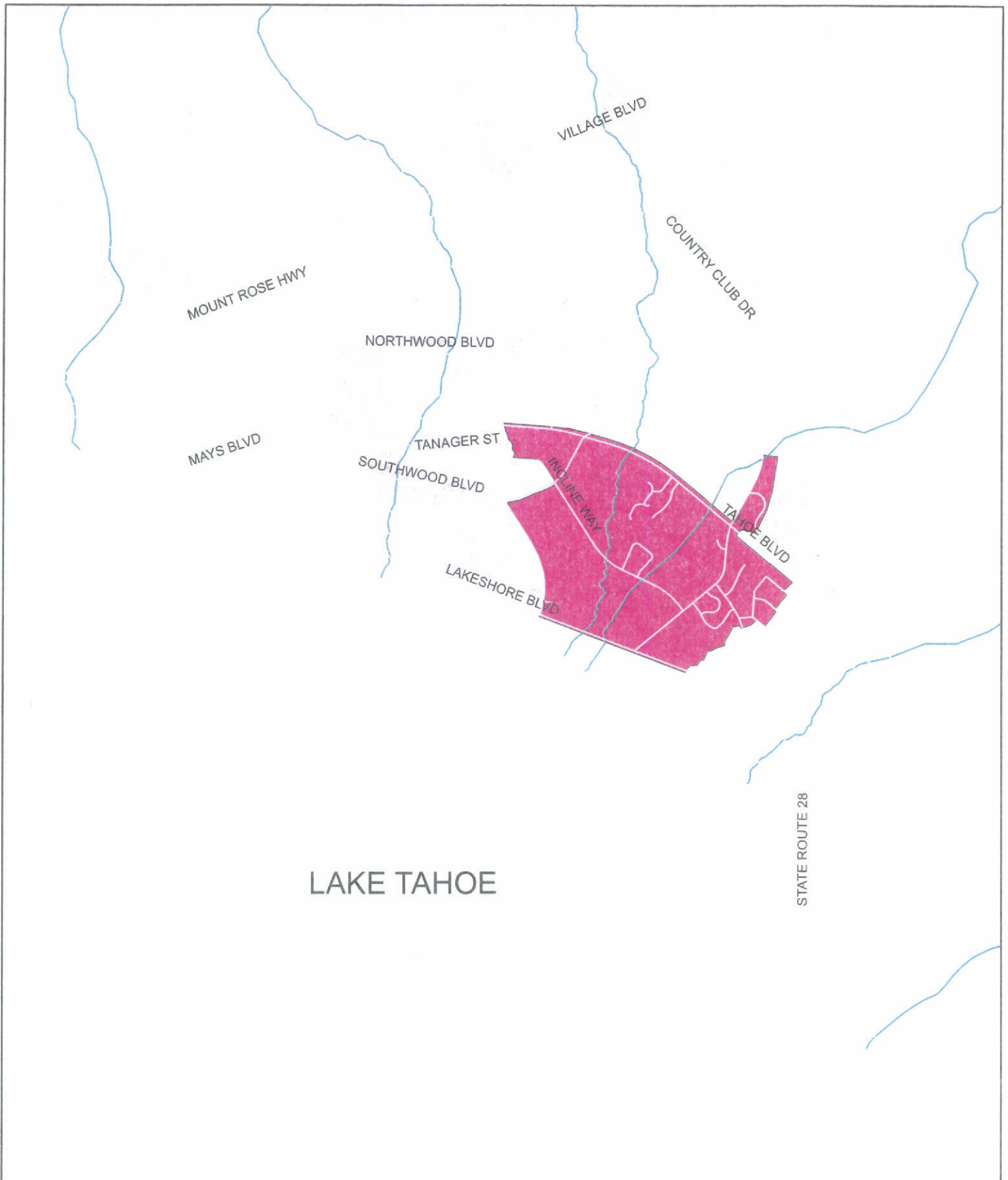


Exhibit 1 Easat Incline Village Phase I Water Quality Improvement Project Site Plan



Notes: The Scale and configuration of all Information shown hereon are approximate only and are not intended as a guide for design or survey work. Reproduction is not permitted without prior written permission from the Washoe County Community Services Department.

Engineering &
Capital Projects Division
Utility Division
Washoe County Community Services Department

AGREEMENT

East Incline Village Phase I, Water Quality Improvement Project, EIP #01.01.01.46, in Washoe County, PWP-WA-2016-087

THIS AGREEMENT (also herein referred to as "Contract"), is made and entered into this ____ day of _____, 2017, by and between Washoe County, a political subdivision of the State of Nevada, acting through the Washoe County Commissioners hereinafter called "OWNER" and _____ a General Contractor, Nevada State License No. _____ hereinafter called the "CONTRACTOR".

WITNESSETH:

That the OWNER 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 entitled **East Incline Village Phase I, Water Quality Improvement Project, EIP #01.01.01.46, in Washoe County, PWP-WA-2016-087**, prepared by the Department of Community Services, which is incorporated herein by reference as one of the Contract Documents identified in Article 7.

Article 2. Time of Completion

The Work to be performed under this Agreement shall be completed within One-Hundred Thirteen (113) working days of the "Notice to Proceed". Should the Contractor fail or refuse to complete the work within that time, along with any authorized extensions of time, there shall be deducted from monies due him, not as a penalty, but as liquidated damages, the sum of Five Hundred Dollars (\$500.00) for each additional calendar day required to complete the work.

Article 3. Progress Payments

On or about the first of each month, the Contractor shall make and certify an estimate of the amount and fair value of the work done, and may apply for partial payment therefore. The Contractor shall revise the estimate as the Owner may direct. Whenever the monthly estimate, after approval, shows that the value of the work completed during the previous month exceeds one percent (1%) of the total contract price, the Owner will process a pay request. The Owner will thereupon cause the amount therein to be paid to the Contractor. Such certification of work performed will authorize payment in an amount equal to the value of the Work completed less any sums that may be retained by the Owner.

Pursuant to NRS 338.515, Owner shall retain 5 percent (5%) of such estimated value of the Work done as part security for the fulfillment of the Contract until fifty percent (50%) of the Work required by the contract has been performed. When fifty percent (50%) of the Work has been completed to the satisfaction of the Owner, one-half (1/2) of the amount retained by Owner will be paid to Contractor. Thereafter, if in the opinion of the Owner, satisfactory progress is being made, Owner shall retain up to two and a half percent (2.5%) from monthly progress payments as part security for the fulfillment of the Contract until the Work required by the contract has been

completed. No partial payment shall be made when, in the judgment of the Owner, the Work is not being diligently prosecuted by the Contractor.

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

Owner 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 Owner in accordance with NRS 338.515. If the amount due the Contractor pursuant to this provision for any quarter is less than Five Hundred Dollars (\$500.00), the Owner 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) the final payment is due under the Agreement, 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 NRS 338.510 through NRS 338.535.

In accordance with NRS 244.320 and NRS 354.626, if, in any subsequent fiscal year, the County determines not to appropriate or budget funds for the purposes specified in this Contract, or the County determines that it is required to amend previous appropriations or budgeted amounts to eliminate or reduce funding the purposes in this Contract, this Contract will be terminated without penalty, charge, or sanction.

Article 4. Acceptance and Final Payment

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

At the expiration of thirty (30) calendar days following the filing of the Notice of Completion, 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, providing that no claims, liens or outstanding debts have been filed against the work, and the contract is not subject to arbitration or litigation between parties. Notwithstanding the expiration of thirty (30) calendar days, the Contractor, upon demand by the Owner, shall submit evidence satisfactory to the Owner that all payrolls, materials, bills, and other indebtedness relating to the work performed, have been paid before final payment is made.

Article 5. The Contract Sum

The Owner shall pay the Contractor, as full compensation for furnishing all materials and labor and doing all the Work in strict accordance with the Specifications and to the satisfaction of the Owner, the amount of Two Million Eight Hundred Ninety Nine Thousand Nine Hundred Fifty dollars (\$2,899,950.00). This sum is to be paid in the manner and under the conditions hereinbefore specified.

Article 6. Performance and Payment Bonds

The Contractor agrees that it will before this Contract becomes effective, furnish the Owner a Faithful Performance Bond and a Labor and Material Payment Bond, furnished by a company or companies acceptable to the Owner, each in an amount equal to one hundred percent (100%) of the total Contract sum.

The Faithful Performance Bond shall be conditioned that the Work under the Contract shall be performed in accordance with the Specifications and terms of this Agreement and shall guarantee the Work for a period of one (1) year.

Labor and Material Payment Bond shall be conditioned to provide and secure payment for all material, provisions, provender and supplies, teams, trucks and other means of transportation used in, or upon or about the Work and for any labor done thereon.

Article 7. The Contract Documents

The following is an enumeration of the Contract Documents, which are fully incorporated by reference as part of the Contract:

- Notice to Contractors
- Scope of Work
- Instructions to Bidders
- Bid Proposal
- Bid Schedule
- Bid Summary
- Preferential Bidder Status
- Preferential Bidder Status Affidavit
- Bid Bond
- General Contractor Information Form
- List of Subcontractors Submitted with Bid (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
- Labor & Material Payment Bond
- Performance and Completion Bond
- Hazard Communication Program Contractor Communication Form
- Exhibit A - Public Works Construction/Indemnification and Insurance Specifications
- Exhibit B - Prevailing Wage Rates
- Special Provisions to the Standard Specifications for Public Works Construction, 2016, or latest edition
- Appendices
 - TRPA Draft Permit (addendum)
 - East Incline Phase I Water Quality Improvement Project Geotechnical Investigation by Lumos & Associates
 - IVGID Requirements to Construct Water and sewer Service Lines Specifications
 - Draft US Department of Agriculture Forest Service Amendment for Special Use Permit Authorization Num.: 1
- Drawings

- Addenda
- Change Orders
- Construction Change Directives
- Any amendments made hereto

Article 8. Nondiscrimination: In accordance with NRS 338.125, 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. This agreement not to discriminate includes, but is not limited to, decisions with respect to the following: 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 apprenticeship. Any violation of such provision by the Contractor shall constitute a material breach of the Contract. Further, Contractor agrees to insert this nondiscrimination provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

Article 9. Veteran's Preference

Contractor agrees to give preference as provided in NRS 338.130. If this provision is not complied with, the Contract shall be void, and any failure or refusal to comply with this provision shall render the Contract void.

Article 10. Prevailing Wage Rates

In the event that the Contract sum is Two Hundred Fifty Thousand Dollars or more, Contractor agrees that he shall pay the prevailing wage rates in effect at the time of the bid and comply with NRS 338. The Contractor shall forfeit, as a penalty to the Owner, not less than \$20 nor more than \$50 for each calendar day or portion thereof that each workman employed:

- 1) Is paid less than the designated rate for any work done under the contract, by the contractor or any subcontractor under him.
- 2) Is not reported to the labor commission and the Owner.

In addition, Contractor shall keep accurate records showing the name, occupation and actual per diem wages and benefits paid to each workman employed by him in connection with this project. The records shall be open to inspection by the Owner, its officers and agents and at all reasonable hours.

Article 11. Indemnification/Hold Harmless

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 liability related to their activities. Attachment 1 is included by reference. All conditions and requirements identified in this Attachment shall be completed prior to the commencement of any work under this Agreement.

If this provision is not complied with, the Contract shall be void, and any failure or refusal to comply with this provision shall render the Contract void.

Article 12. Termination

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

In the event that no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal year for payments due under this Contract, Owner will immediately notify Contractor of such occurrence and this Contract shall terminate on the last day of the fiscal year for which appropriations were received, without penalty or expense to County of any kind whatsoever, except the portions of payments herein agreed on for which funds shall have been appropriated and budgeted or are otherwise available.

Article 13. Governing Law-Venue

Nevada law governs this Agreement and all adversarial proceedings arising out of this Agreement or arising out of planning or constructing the Project outlined in Article 1 - Scope of Work. Venue for all adversarial proceedings arising out of this Agreement or arising out of planning or constructing the Project outlined in Article 1 - Scope of Work shall be in state district court in Washoe County, Nevada.

Article 14. Severability

If any provision of this Agreement is held to be unenforceable, then that provision is to be construed either by modifying it to the minimum extent necessary to make it enforceable or disregarding it. If an unenforceable provision is modified or disregarded in accordance with this Article 14, the rest of the Agreement is to remain in effect as written, and the unenforceable provision is to remain as written in any circumstances other than those in which the provision is held to be unenforceable.

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

WASHOE COUNTY

Bob Lucey, Chair
Washoe County Commission

ATTEST:

Nancy Parent, Washoe County Clerk

CONTRACTOR:

By: _____

Title: _____

Date: _____

STATE OF NEVADA)
) SS:
COUNTY OF WASHOE)

On this ____ day of _____, 20____, personally appeared before me, a Notary Public,
_____, who acknowledged to me that he/she executed the foregoing Agreement.

NOTARY PUBLIC

Exhibit A

PUBLIC WORKS CONSTRUCTION/INDEMNIFICATION AND INSURANCE SPECIFICATIONS FOR EAST INCLINE VILLAGE PHASE 1, WATER QUALITY IMPROVEMENT PROJECT

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'S RISK MANAGEMENT DEPARTMENT AT (775) 328-2665. 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 and Automobile Liability 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, \$ N/A.

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. 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. 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,
 - b. 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.