



# WASHOE COUNTY

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## STAFF REPORT

BOARD MEETING DATE: May 23, 2017

**DATE:** April 28, 2017  
**TO:** Board of County Commissioners  
**FROM:** Greg Belancio, P.E., Sr. Licensed Engineer, Community Services Department, 328-2052, [gbelancio@washoecounty.us](mailto:gbelancio@washoecounty.us)  
**THROUGH:** Dwayne Smith, P.E., Division Director, Engineering and Capital Projects, Community Services Department, 328-2043, [desmith@washoecounty.us](mailto:desmith@washoecounty.us)  
**SUBJECT:** Recommendation to award a bid and approve the Agreement to the lowest responsive, responsible bidder for the 2017/2018 Road Way & Parking Lot Repairs for Washoe County, PWP-WA-2017-161 project [staff recommends Sierra Nevada Construction (SNC) in the amount of \$3,155,007.00] (All Commission Districts.)

### SUMMARY

The 2017/2018 Road Way & Parking Lot Repairs for Washoe County, Nevada project consists of over 36 miles of major maintenance of roads and four parking lots as listed on Exhibit A. The work consists primarily of cape, chip, slurry seals, patching and parking lot reconstruction, all designed to maintain Washoe County's Pavement Condition Index (PCI) at an average minimum of 73.

As bid, the project included a base bid component and four bid alternative components and was styled to allow for the selection of some, all, or none of the alternatives. After review, staff recommends the Base Bid and all Alternates, #1-4. Alternates #1-4 includes both reconstruction and slurry seals of four County parking lots.

Sealed bids were opened on April 27, 2017. The list of sealed bids received for the project is as follows:

2017/2018 Road Way & Parking Lot Repairs for Washoe County, Nevada						
Bidder	Base bid	Alternate #1 Courts Parking lot	Alternate #2 Edison Parking Lots	Alternate #3 Admin Parking lots	Alternate #4 Senior Citizen Parking Lot	Total
SNC	\$2,555,344.08	\$95,092.92	\$133,770.00	\$197,100.00	\$173,700.00	<b>\$3,155,007.00</b>
ISS	\$3,155,684.69	\$93,698.31	\$170,000.00	\$232,965.00	\$205,000.00	\$3,857,348.00
Engineer's Estimate	\$2,860,600.00	\$88,000.00	\$157,600.00	\$195,500.00	\$190,500.00	\$3,492,000.00

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.

AGENDA ITEM # 10

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 Washoe 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 while providing the highest quality street surfaces for the traveling public and maintaining Washoe County's significant investment in our network of roadways. 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. The PCI average is currently 75 and all County streets and parking lots are assessed on a three year cycle and the PCI updated annually with projections for the intervening years. If maintenance does not occur, there is an average drop of 3 points per year. PCIs less than 73 result in higher maintenance costs, increasing significantly as the PCI drops. This project is for asphalt surface seals and reconstruction on roads listed on Exhibit A that consists of over 36 miles of County maintained roads and the four alternate parking lots.

### **FISCAL IMPACT**

Funding for the 2017/2018 Road Way & Parking Lot Repair contract is included in the FY17 budget. The base bid for asphalt surface seals and reconstruction of roads will come from the Roads Special Revenue Fund budget in Cost Center 216003-781003 (Road Bridge Capital) and IN20397-781003. Parking lot repairs were approved in the 2017 Capital Improvement Plan (Fund 402) and sufficient budget authority is located in project numbers PW920592 and PW590593.

### **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 2017/2018 Road Way & Parking Lot Repairs for Washoe County, PWP-WA-2017-161 project [staff recommends Sierra Nevada Construction in the amount of \$3,155,007.00].

### **POSSIBLE MOTION**

Should the Board agree with staff's recommendation, a possible motion would be. "Move to award a bid and approve the Agreement to the lowest responsive, responsible bidder for the 2017/2018 Road Way & Parking Lot Repairs for Washoe County, PWP-WA-2017-161 project [staff recommends Sierra Nevada Construction in the amount of \$3,155,007.00]."

EXHIBIT A  
Plan Descriptions

Street Name	District	From	To	Length	Width	True Area	Product
<b>Incline</b>							
WHEEL ROAD	1	WEST SIDE TRAM WAY	438' WEST OF TRAM WAY	438.	28.	12,930.	STCS
OXEN ROAD	1	SOUTH SIDE FLUME STREET	E. SIDE MILL CREEK ROAD	1,365.	23.	33,310.	STCS
PELTON LANE	1	NORTH SIDE OXEN ROAD	SOUTH SIDE SAWMILL ROAD	757.	23.	19,160.	STCS
SAWMILL ROAD	1	NORTH SIDE FLUME ROAD	322' N. OF FLUME ROAD	322.	23.	8,348.	STCS
SAWMILL ROAD	1	322' N. OF FLUME ROAD	20' N. OF PELTON LANE	1,027.	24.	27,728.	STCS
MILL CREEK ROAD	1	WEST SIDE PINE CONE ROAD	EAST SIDE COUNTRY CLUB DR	2,466.	24.	62,057.	STCS
SELBY DRIVE	1	N. SIDE LAKESHORE BLVD.	S. SIDE MILL CREEK ROAD	1,023.	24.	25,885.	STCS
TILLER DRIVE	1	WEST SIDE SELBY DRIVE	178' W. OF SELBY DRIVE	178.	22.	5,060.	STCS
TILLER DRIVE	1	W. SIDE PINE CONE ROAD	EAST SIDE SELBY DRIVE	1,492.	24.	36,482.	STCS
TILLER DRIVE	1	EAST SIDE PINE CONE ROAD	130' E. OF PINE CONE ROAD	130.	35.	5,505.	STCS
PINE CONE CIRCLE	1	S. SIDE LAKESHORE BLVD.	W. SIDE LAKESHORE BLVD.	1,845.	16.	31,605.	STCS
VIVIAN LANE	1	S. SIDE LAKESHORE BLVD.	878' S. OF LAKESHORE BLVD	878.	19.	17,536.	STCS
VIVIAN LANE	1	114'W.FROM W. SIDE VIVIAN	110'E.FROM E. SIDE VIVIAN	251.	15.	3,891.	STCS
PINE CONE ROAD	1	SOUTH SIDE TRAM WAY	NORTH SIDE LAKESHORE BLVD	1,896.	26.	50,388.	STCS
FLUME ROAD	1	WEST SIDE PINE CONE ROAD	EAST SIDE PELTON LANE	1,437.	24.	36,743.	STCS
TUNNEL CREEK ROAD	1	S. OF PONDEROSA RANCH DR.	390' S. PONDEROSA RANCH	390.	24.	9,410.	STCS
SWEETWATER ROAD	1	EAST SIDE TAHOE BOULEVARD	250' E.PONDEROSA RANCH RD	653.	25.	18,445.	STCS
PONDEROSA RANCH ROAD	1	EAST SIDE S.R. 28	200' EAST OF S.R. 28	200.	26.	5,200.	STCS
STEAM CIRCLE	1	EAST SIDE TRAM WAY	171' EAST OF TRAM WAY	171.	42.	8,391.	STCS
MAYHEW CIRCLE	1	W. SIDE TRAM WAY-N. INT.	W. SIDE TRAM WAY-S. INT.	1,350.	24.	34,070.	STCS
TRAMWAY ROAD	1	NORTH SIDE LAKESHORE BLVD	132' W. OF PINE CONE ROAD	2,963.	24.	72,342.	STCS
Tuscarora, Terea, Wassou	1	CRYSTAL BAY	TRENCH AREA @ FULL WIDTH	485.	20.	10,000.	RSS
<b>Joy Lake</b>							
AUSTRIAN PINE ROAD	2	NO. SIDE JOY LAKE ROAD	SO. SIDE OF PINEY CREEK	1,946.	42.	82,578.	STCS
AUSTRIAN PINE ROAD	2	N. OF PINEY CREEK RD.	740' N. PINEY CREEK RD.	740.	42.	31,279.	STCS
BIG PINE DRIVE	2	SO. TIP SNOW BERRY DRIVE	757 FT. E. SNOWFLOWER DR.	1,589.	36.	60,118.	STCS
EVERGREEN HILLS DRIVE	2	E. SIDE AUSTRIAN PINE RD.	1275 FT. E. SNOW BERRY DR	1,766.	37.	68,400.	STCS
EVERGREEN HILLS DRIVE	2	1275 FT. E. SNOW BERRY DR	1175 FT. TO GATE (END)	1,175.	23.	29,910.	RSS
SNOW BERRY DRIVE	2	SO. MOUNTAIN BLUEBIRD DR	NO. SIDE EVERGREEN HILLS	341.	36.	12,871.	STCS
SNOW BERRY DRIVE	2	SO. SIDE EVERGREEN HILLS	NO. SIDE BIG PINE DRIVE	406.	37.	15,393.	STCS
MOUNTAIN BLUEBIRD DR.	2	E. SIDE AUSTRIAN PINE RD	1340 FT. E SNOW BERRY DR.	1,834.	36.	68,901.	STCS
SNOW FLOWER DRIVE	2	SO. SIDE BIG PINE DR.	1556 FT. SO. BIG PINE DR.	1,556.	36.	59,302.	STCS
MYRTLEWOOD CIRCLE	2	N.W. MYRTLEWOOD PARKLET	435'E. MYRTLEWOOD PARKLET	435.	36.	17,904.	STCS
WINTERBERRY COURT	2	SO. OF PINEY CREEK RD.	345' SO. PINEY CREEK RD.	345.	36.	14,775.	STCS
AUSTRIAN PINE CIRCLE	2	W. OF AUSTRIAN PINE RD.	324' W. AUSTRIAN PINE RD.	324.	36.	14,047.	STCS
GOLDEN CURRANT CIRCLE	2	SO. OF PINEY CREEK RD.	395' SO. PINEY CREEK RD.	395.	36.	16,643.	STCS
CLIFFROSE CIRCLE	2	NO. OF PINEY CREEK RD.	232' NO. PINEY CREEK RD.	232.	36.	10,949.	STCS
TWINBERRY CIRCLE	2	SO. OF PINEY CREEK RD.	250' SO. PINEY CREEK RD.	250.	36.	11,384.	STCS
MYRTLEWOOD PARKLET	2	S. SIDE PINEY CREEK W-INT	S. SIDE PINEY CREEK W-INT	975.	37.	36,075.	STCS
PINEY CREEK PARKLET	2	S. SIDE PINEY CREEK W-INT	S. SIDE PINEY CREEK W-INT	931.	36.	33,516.	STCS
PINEY CREEK ROAD	2	N.E. OF JOY LAKE RD.	W. OF PINEY CREEK PARKLET	1,270.	42.	53,940.	STCS
PINEY CREEK ROAD	2	E. OF PINEY CREEK PARKLET	W. OF MYRTLYWOOD PARKLET	1,042.	42.	44,034.	STCS
PINEY CREEK ROAD	2	E. OF MYRTLEWOOD PARKLET	640' E. GOLDEN CURRANT CR	900.	42.	38,051.	STCS
PINEY CREEK ROAD	2	640' E. GOLDEN CURRANT CR	E. SIDE OF BONNIE LN.	1,500.	22.	33,000.	RSS
BONNIE LANE	2	S. END OF PINEY CEER RD.	2112' S. OF PINEY CREEK RD.	2,112.	22.	52,409.	RSS

STSC -smooth top chip Seal

RSS Rapid Set 2.5" Sealer

EXHIBIT A  
Plan Descriptions

Street Name	District	From	To	Length	Width	True Area	Product
<b>Thomas Creek</b>							
EVENING SONG LANE	2	6' E. OF THOMAS CREEK RD.	W. OF FIELDCREEK LN.	2,084.	33.	70,075.	STCS
CALLA LILY COURT	2	6' S. OF EVENING SONG LN.	574' S. EVENING SONG LN.	568.	33.	21,416.	STCS
CHINCHILLA LANE	2	6' N. OF EVENING SONG LN.	SO. SIDE OF WELCOME WAY	1,131.	33.	38,133.	STCS
DESERT WILLOW WAY	2	6' N. OF FIELDCREEK LN.	6' S. OF EVENING SONG LN.	905.	33.	29,865.	STCS
DAY LILY COURT	2	6' S. OF EVENING SONG LN.	672' S. EVENING SONG LN.	666.	33.	24,650.	STCS
AUTUMN LANE	2	6' N. OF EVENING SONG LN.	SO. SIDE OF WELCOME WAY	971.	33.	32,818.	STCS
AUTUMN COURT	2	6 FT. W. OF AUTUMN LN.	444 FT. S.W. AUTUMN LN.	438.	33.	17,126.	STCS
WELCOME WAY	2	WEST OF FIELDCREEK LN.	296' E. OF AUTUMN LN.	1,008.	33.	34,011.	STCS
WELCOME WAY	2	296' E. OF AUTUMN LN.	334 E. OF THOMAS CREEK	1,327.	33.	43,791.	STCS
QUIET MEADOW DRIVE (NORTH)	2	E. OF THOMAS CREEK RD.	S. SIDE OF CABALLERO CT.	2,126.	33.	71,626.	STCS
QUIET MEADOW DR. (SOUTH)	2	S. SIDE OF CABALLERO CT.	E. SIDE OF THOMAS CREEK	1,034.	33.	34,515.	STCS
QUIET MEADOW COURT	2	N.E. OF QUIET MEADOW DR.	419' N. QUIET MEADOW DR.	419.	33.	16,851.	STCS
BANDOLIER COURT	2	S. OF QUIET MEADOW DR.	447' S. QUIET MEADOW DR.	447.	33.	17,783.	STCS
DESATOYA DRIVE	2	6 FT. E. QUIET MEADOW DR.	213' E. QUIET MEADOW DR.	207.	33.	6,831.	STCS
DOMINGO COURT	2	6' W. OF QUIET MEADOW DR.	446' W. QUIET MEADOW DR.	440.	33.	17,192.	STCS
CABALLERO COURT	2	6' W. OF QUIET MEADOW DR.	387' W. QUIET MEADOW DR.	381.	33.	15,245.	RSS
VIA CONTENTO COURT	2	6' W. OF S. QUIET MEADOW	298' W. OF S. QUIET MEAD.	292.	33.	12,308.	RSS
TAOS LANE	2	E. OF S. QUIET MEADOW DR	1058' N. OF S. QUIET MED.	1,058.	29.	33,909.	RSS
<b>Virginia Foothills</b>							
READING STREET	2	EAST SIDE KEWANNA TRAIL	EAST SIDE WESTERN SKIES	830.	33.	27,640.	STCS
SPELLING COURT	2	6 FT. SO. OF READING ST.	631 FT. SO. OF READING ST	631.	33.	23,593.	STCS
RIATA CIRCLE	2	NORTH OF TAPADERO TRAIL	1200 FT. NORTH TAPADERO	1,200.	38.	45,912.	STCS
RIATA CIRCLE	2	1200 FT. NORTH TAPADERO	WEST. SIDE HIGH CHAPARRAL	1,473.	39.	57,447.	STCS
RIATA COURT	2	N.W. SIDE OF RIATA CIR.	242 FT. N.W. OF RIATA CIR	242.	33.	11,147.	STCS
TAPADERO TRAIL	2	S. EAST SIDE RIATA CIR.	WEST SIDE OF SHADOW HILLS DR	1,631.	38.	62,013.	STCS
HIGH CHAPARRAL DRIVE	2	E. SIDE OF RIATA CR.	WEST SIDE OF SHADOW HILLS DR	1,828.	38.	70,992.	STCS
HIGH CHAPARRAL WAY	2	NORTH SIDE OF HWY 341	271 FT. NORTH OF HWY 341	271.	39.	11,587.	STCS
HIGH CHAPARRAL WAY	2	6' N. HIGH CHAPARRAL DR.	370' N. HIGH CHAPARRAL DR	364.	33.	14,587.	STCS
<b>Pleasant Valley</b>							
MINI WAY	2	W. SIDE CONNIE WAY	430 FT. W. CONNIE WAY	430.	24.	10,533.	STCS
PAGNI LANE	2	WEST SIDE US 395- @ NO. SIDE	W. SIDE OF KITTS WAY	688.	31.	21,510.	STCS
PAGNI LANE	2	W. SIDE OF KITTS WAY	W. SIDE CONNIE WAY	1,659.	26.	43,134.	STCS
CONNIE WAY	2	N. SIDE PAGNI LANE	S. SIDE GALENA PINES ROAD	1,180.	26.	30,800.	STCS
GALENA PINES ROAD	2	N.E SIDE OF CONNIE WAY	W. SIDE OF KITTS WAY	1,475.	26.	39,279.	STCS
KITTS WAY	2	S. SIDE SURREY DRIVE	N. SIDE OF PAGNI LN.	1,635.	25.	42,440.	STCS
SURREY DRIVE	2	S.SIDE LARAMIE DRIVE-WEST	430 FT. W. KITTS WAY	1,951.	25.	49,914.	STCS
LARAMIE DRIVE-WEST	2	W SIDE OF US 395	1072 FT. W. US 395	1,083.	22.	26,242.	STCS
SUNBEAM COURT	2	S. SIDE SUNBEAM LANE	271 FT. S. SUNBEAM LANE	271.	26.	10,052.	RSS
SUNBEAM LANE	2	N. SIDE PAGNI LANE	E. SIDE CONNIE WAY	1,600.	26.	46,506.	RSS

STCS -smooth top chip Seal  
RSS - rapid setting Slurry

EXHIBIT A  
Plan Descriptions

Street Name	District	From	To	Length	Width	True Area	Product
<b>Hidden Valley</b>							
NATIVE DANCER PLACE	2	EAST SIDE PARKWAY DRIVE	273 FT. E. PARKWAY DRIVE	273.	36.	12,917.	RSS
COUNTFLEET COURT	2	EAST SIDE PARKWAY DRIVE	517 FT. EAST PARKWAY DR.	517.	36.	21,807.	RSS
WHIRLWAY PLACE	2	EAST SIDE PARKWAY DRIVE	150 FT. E. PARKWAY DRIVE	150.	35.	8,801.	RSS
PARKWAY DRIVE	2	NO. SIDE PEMBROKE DRIVE	544 FT. N. NAT. DANCER PL	1,776.	38.	67,789.	RSS
NICHOLAUS DRIVE	2	NO. SIDE PEMBROKE DRIVE	160 FT. N. PEMBROKE DRIVE	160.	27.	4,618.	RSS
NICHOLAUS DRIVE	2	160 FT. N. PEMBROKE DRIVE	346' N. OF PEMBROKE DR.	186.	28.	8,295.	RSS
TAMARISK DRIVE	2	NO. SIDE PEMBROKE DR.	385 FT. NO. OF PEMBROKE	385.	39.	16,900.	RSS
TAMARISK DRIVE	2	385 FT. NO. OF PEMBROKE	20' N. OF HIDDEN MEADOW	770.	39.	30,030.	RSS
ALPHABET DRIVE	2	NORTH SIDE OF HISTORY DR.	SOUTH SIDE NATIVE DANCER	822.	39.	33,285.	RSS
ALPHABET DRIVE	2	NORTH SIDE NATIVE DANCER	605' N. SIDE NATIVE DANCER	605.	29.	17,771.	RSS
HISTORY DRIVE	2	EAST SIDE OF TAMARISK DR.	EAST SIDE OF ALPHABET DR.	686.	39.	27,037.	RSS
NATIVE DANCER DRIVE	2	WEST SIDE PARKWAY DRIVE	366 FT. W. PARKWAY DRIVE	366.	38.	14,194.	RSS
NATIVE DANCER DRIVE	2	366 FT. W. OF PARKWAY DR.	20' N. OF HIDDEN MEADOW	750.	38.	28,500.	RSS
MEADOW EDGE COURT	2	NW. OF MEADOW EDGE DR.	499' NW. OF MEADOW EDGE	499.	29.	18,104.	RSS
DESERT MEADOW COURT	2	W. SIDE OF TAMRISK DR.	488' N.W. OF TAMRISK DR.	488.	29.	23,169.	RSS
HIDDEN MEADOWS DRIVE	2	N.W. SIDE OF TAMARISK DR.	303' N. OF HIDDEN MEADOWS	1,150.	30.	34,678.	RSS
PIPING ROCK DRIVE	2	20' N. OF PEMBROKE DR.	SW. SIDE OF MEADOW EDGE	486.	37.	17,982.	RSS
SKOKIE WAY	2	W. SIDE SLEEPY HOLLOW DR.	HIDDEN VALLEY DR.	951.	38.	36,614.	RSS
MEADOW EDGE DRIVE	2	SW. SIDE MEADOW EDGE CT.	W. SIDE OF TAMARISK	749.	37.	27,976.	RSS
HIDDEN MEADOWS COURT	2	N.W. OF HIDDEN MEADOWS DR	428' NW OF HIDDEN MEADOWS	428.	29.	15,789.	RSS
MEADOW GRASS DRIVE	2	NO. SIDE OF HIDDEN MEADOWS	NO. SIDE OF ALPHABET DR.	376.	29.	15,586.	RSS
INVERNESS DRIVE	2	E. SIDE HIDDEN VALLEY DR.	S.E. TIP INWOOD DRIVE	1,082.	33.	41,348.	RSS
INWOOD LANE	2	S.W. INT. INVERNESS DRIVE	S.E. INT. INVERNESS DRIVE	1,310.	32.	47,388.	RSS
<b>Spanish Springs</b>							
Mc LEMORE COURT	4	E. SIDE PALM SPRINGS DR.	504' E. OF PALM SPRINGS	504.	33.	19,671.	STCS+
REGIER SPRINGS DRIVE	4	W. SIDE PALM SPRINGS DR.	566' W OF PALM SPRINGS DR.	566.	39.	22,532.	STCS+
SKY RANCH COURT	4	W. SIDE OF PALM SPRINGS	384' W. OF PALM SPRINGS	384.	33.	15,770.	STCS+
TEQUILLA COURT	4	W. SIDE PALM SPRINGS DR.	397' W. OF PALM SPRINGS	397.	33.	16,140.	STCS+
RYVERSON COURT	4	6' E. OF PALM SPRINGS DR.	419' E. PALM SPRINGS DR.	413.	33.	16,385.	STCS+
SKY RANCH BOULEVARD (E&W)	4	500' W. OF HIGHWAY 445	E. SIDE PALM SPRINGS DR.	371.	39.	14,895.	STCS+
SKY RANCH BOULEVARD (E&W)	4	95' W. SIDE HIGHWAY 445	500' W. OF HIGHWAY 445	405.	42.	18,210.	STCS+
DATE PALM COURT	4	6' N. OF DATE PALM DR	287' N. OF DATE PALM DR.	281.	33.	12,010.	STCS+
DATE PALM DRIVE	4	EAST SIDE OF DROMEDARY RO	W. SIDE PALM SPRINGS DR.	826.	33.	27,624.	STCS+
DATE PALM DRIVE	4	E. OF PALM SPRINGS DR.	357' E. PALM SPRINGS DR.	357.	33.	14,833.	STCS-
PALM SPRINGS DRIVE	4	7' S. OF SKY RANCH BLVD.	185 FT. N. RYVERSON CT.	968.	39.	37,752.	STCS+
PALM SPRINGS DRIVE	4	185 FT. N. RYVERSON CT.	SO. SIDE EGYPTAIN DRIVE	1,650.	39.	64,648.	STCS+
KARNAK CIRCLE	4	E. PLAM SPRING - S.INTER.	6' E. PLAM SPR. - N.INTER.	1,302.	33.	48,543.	STCS+
ROSETTA STONE COURT	4	S. SIDE ROSETTA STONE DR.	382' S. ROSETTA STONE CT.	382.	33.	15,528.	STCS+

STCS -smooth top chip Seal  
RSS Rapid setting Slurry

EXHIBIT A  
Plan Descriptions

Street Name	District	From	To	Length	Width	True Area	Product
<b>Sliver Knolls</b>							
CARLSBAD ROAD	5	N. SIDE SILVER KNOLLS BL.	3790 FT. N. SILVER KNOLLS	3,786.	25.	98,118.	STCS
CROCKETT DRIVE	5	S.E. SIDE PLATA MESA DR.	WEST SIDE OSAGE ROAD	2,107.	24.	52,664.	STCS
OSAGE ROAD	5	S. SIDE OF PLACERVILLE RD	275' S. OF PLACERVILLE RD	275.	22.	6,433.	STCS
OSAGE ROAD	5	300' N. OF WHITE OWL RD.	152' N. OF GRAYHAWK CT.	1,644.	22.	36,168.	STCS
OSAGE ROAD	5	152 FT. N. OF GREYHAWK CT	295 FT. S. OF CROCKETT DR	7,956.	24.	190,944.	STCS
COYOTE RUN COURT	5	W. SIDE OF OSAGE DR.	555' W. OF OSAGE DR.	555.	22.	12,436.	STCS
WHITE OWL DRIVE	5	W. SIDE OF OSAGE DR.	645' W. OF OSAGE DR.	645.	22.	14,390.	STCS
PLACERVILLE ROAD	5	E. SIDE OF RED ROCK ROAD	632' E. OF OSAGE RD.	4,368.	22.	100,596.	STCS
DEADWOOD DRIVE	5	W. SIDE OF OSAGE RD.	E. SIDE OF CARLSBAD RD.	1,298.	25.	33,823.	STCS
DEADWOOD DRIVE	5	W. SIDE OF CARLSBAD RD.	231' W. OF VICKSBURG RD.	677.	25.	17,184.	STCS
VICKSBURG ROAD	5	S. SIDE OF DEADWOOD DR.	W. SIDE OF CARLSBAD RD.	1,525.	24.	37,469.	STCS
MANASSAS DRIVE	5	WEST SIDE OF OSAGE ROAD	462 FT. WEST OF OSAGE RD.	462.	25.	14,533.	STCS
SHENANDOAH DRIVE	5	W. SIDE OF OSAGE ROAD	E. SIDE OF CARLSBAD ROAD	1,294.	25.	33,575.	STCS
SHILOH DRIVE	5	W. SIDE OF OSAGE ROAD	E. SIDE OF CARLSBAD ROAD	1,301.	24.	32,573.	STCS
BLACKHAWK DRIVE	5	W. SIDE OF OSAGE ROAD	684 FT. W. OF OSAGE ROAD	684.	24.	17,439.	STCS
GREYHAWK COURT	5	W. SIDE OF OSAGE ROAD	377 FT. W. OF OSAGE ROAD	377.	25.	11,351.	STCS
<b>Mogul</b>							
BITTERBRUSH ROAD	5	N. SIDE SILVA RANCH ROAD	89' N. OF NIGHTOWL DRIVE	1,366.	30.	41,126.	STCS
BITTERBRUSH ROAD	5	89' N. OF NIGHTOWL DRIVE	S. SIDE OF MOGUL MTN. DR.	960.	39.	37,736.	STCS
MOGUL MOUNTAIN DRIVE	5	E. SIDE BITTERBRUSH-S.INT	217' E. OF BITTERBRUSH RD	1,110.	33.	36,935.	STCS
MOGUL MOUNTAIN DRIVE	5	217'E. OF BITTERBRUSH RD.	205' EAST OF MULE DEER DR	1,436.	39.	56,004.	STCS
MOGUL MOUNTAIN DRIVE	5	205' E. OF MULE DEER RD.	493' S. OF MOGUL MTN. CIR	2,319.	30.	69,570.	STCS
MOGUL MOUNTAIN CIRCLE	5	E. SIDE MOGUL MTN. DRIVE	424' E. OF MOGUL MTN. DR.	424.	26.	13,594.	STCS
MOGUL PARK	5	ALL ASPHALT WITHIN PARKING LOT & CIRCLE		200.	50.	10,000.	RSS
EUCALYPTUS COURT	5	S. SIDE OF MOGUL MTN. DR.	260' S. OF MOGUL MTN. DR.	260.	33.	11,688.	RSS
MULE DEER DRIVE	5	N. SIDE MOGUL MTN. DRIVE	182' N. OF MOGUL MTN. DR.	182.	32.	5,986.	STCS
MULE DEER DRIVE	5	182' N. OF MOGUL MTN. DR.	708' N. OF MOGUL MTN. DR.	526.	39.	20,514.	STCS
BOTTLEBRUSH CIRCLE	5	E. SIDE MULE DEER DRIVE	223' E. OF MULE DEER DR.	223.	33.	9,684.	STCS
BOBCAT DRIVE	5	N. SIDE SILVA RANCH ROAD	S. SIDE MTN. RIDGE ROAD	1,036.	32.	33,578.	STCS
MOUNTAIN RIDGE ROAD	5	W. SIDE OF MOGUL MTN. DR.	161' W. OF MOGUL MTN. DR.	161.	26.	4,405.	STCS
MOUNTAIN RIDGE ROAD	5	E. SIDE MOGUL MTN. DR.	248' E. OF BOBCAT DRIVE	1,101.	27.	32,205.	STCS
NIGHTOWL DRIVE	5	E. SIDE BITTERBRUSH ROAD	717' E. OF BITTERBRUSH RD	717.	29.	22,606.	STCS
CLIFF VIEW DRIVE	5	N. SIDE OF W. 4TH ST.	N. SIDE SILVA RANCH DR.	6,350.	37.	235,666.	STCS
GOOSEBERRY DRIVE	5	N. SIDE CLIFF VIEW DR.	222' N. OF CLIFF VIEW DR.	222.	35.	7,977.	STCS
GOOSEBERRY DRIVE	5	N. SIDE TIMBERWOLF DRIVE	S. SIDE CLIFF VIEW DRIVE	980.	35.	34,762.	RSS
FIRETHORN CIRCLE	5	E. SIDE LEMMING DRIVE	481' E. OF LEMMING DRIVE	481.	35.	19,451.	RSS
NIGHTHAWK CIRCLE	5	6' E. SIDE CLIFF VIEW DR.	210' E. CLIFF VIEW DR.	204.	35.	9,742.	RSS
MOUNTAIN DEW CIRCLE	5	E. SIDE CLIFF VIEW DRIVE	630' E. OF CLIFFVIEW DR.	630.	35.	24,871.	RSS
MARMOT DRIVE	5	N. SIDE TIMBERWOLF DRIVE	S. SIDE OF CLIFF VIEW DR.	938.	35.	33,338.	RSS
TIMBERWOLF DRIVE	5	W. SIDE CLIFF VIEW DRIVE	E. SIDE LEMMING DRIVE	1,739.	35.	61,665.	RSS
LEMMING DRIVE	5	N.W. SIDE W. 4TH STREET	120' N. OF TIBERWOLF DR.	805.	37.	30,134.	RSS
LEMMING DRIVE	5	120' N. OF TIMBERWOLF DR.	S. SIDE CLIFF VIEW DR.	1,174.	37.	43,650.	RSS
MOONSHINE CIRCLE	5	S.E. SIDE CLIFF VIEW DR.	659' S. OF CLIFF VIEW DR.	659.	35.	25,855.	RSS
HAWKEYE CIRCLE	5	W. SIDE MARMOT DRIVE	208' W. OF MARMOT DRIVE	208.	35.	10,186.	RSS
FERRET CIRCLE	5	W. SIDE MARMOT DRIVE	148' W. OF MARMOT DRIVE	148.	35.	8,091.	RSS
SILVER STATE COURT	5	6' E. OF CLIFF VIEW DR.	242' OF CLIFF VIEW DR.	236.	29.	10,159.	RSS
EAGLE CLAW COURT	5	6' S.W. OF CLIFF VIEW DR.	358' S.W. CLIFF VIEW DR.	352.	32.	13,921.	RSS
GOSHAWK COURT	5	6' S.W. OF CLIFF VIEW DR.	383' S.W. CLIFF VIEW DR.	377.	32.	14,530.	RSS
WATERCRESS CIRCLE	5	W. SIDE CLIFF VIEW DRIVE	480' W. OF CLIFF VIEW DR.	480.	35.	19,613.	RSS
CLIFF VIEW COURT	5	E. SIDE OF CLIFF VIEW DR.	925' E. OF CLIFF VIEW DR.	925.	35.	35,275.	RSS
RACCOON COURT	5	W. SIDE CLIFF VIEW DRIVE	360' W. OF CLIFF VIEW DR.	360.	35.	15,511.	RSS

STCS -smooth top chip Seal

RS-

EXHIBIT A  
Plan Descriptions

Street Name	District	From	To	Length	Width	True Area	Product
<b>CANYON DRIVE</b>							
CANYON DRIVE	1	S. SIDE MAYBERRY DRIVE	30 FT. W. OF BRIDGE	472.	28.	14,070.	STCS
CANYON DRIVE	1	30 FT. WEST OF BRIDGE	30 FT. WEST OF GUARDRAIL	838.	24.	20,311.	STCS
CANYON DRIVE	1	30' WEST OF GUARDRAIL	12' WEST OF HUNTER PLACE	3,498.	22.	81,680.	STCS
CANYON DRIVE	1	12' WEST OF HUNTER PLACE	WEST SIDE CANYON CIRCLE	389.	31.	12,159.	STCS
WESTGATE ROAD	1	SOUTH SIDE CANYON DRIVE	S. SIDE ELDORADO DRIVE	580.	22.	14,346.	STCS
HILTON COURT	1	EAST SIDE WESTGATE ROAD	515' E. OF WESTGATE ROAD	508.	34.	19,953.	STCS
ELDORADO DRIVE	1	EAST SIDE CANYON DRIVE	WEST SIDE WESTGATE ROAD	682.	22.	16,281.	STCS
CHRISTY WAY	1	S. SIDE ROSS DRIVE	N. SIDE PLATEAU ROAD	2,251.	27.	62,577.	STCS
JUNIPER HILL ROAD	1	S. SIDE OF MAYBERRY DR.	952 FT. SO. OF BASQUE LN.	3,048.	19.	61,027.	STCS
BASQUE LANE	1	W.SIDE JUNIPER HILL RD.	884'W. OF JUNIPER HILL RD	884.	16.	14,560.	RSS
BADGER CIRCLE	1	W. SIDE CHRISTY WAY	411 FT. W. CHRISTY WAY	411.	25.	13,622.	RSS
CANYON CIRCLE	1	N. SIDE CANYON DRIVE	454' N. OF CANYON DRIVE	454.	25.	14,192.	RSS
HUNTER PLACE	1	NORTH SIDE CANYON DRIVE	560' N. OF CANYON DRIVE	560.	19.	13,267.	RSS
HACKAMORE DRIVE	1	WEST SIDE LATIGO DRIVE	230' W. OF LATIGO DRIVE	230.	36.	8,514.	RSS
HACKAMORE DRIVE	1	230' W. OF LATIGO DRIVE	N. SIDE JUNIPER CREEK RD.	2,641.	22.	58,506.	RSS
LATIGO DRIVE	1	SOUTH SIDE CANYON DRIVE	EAST SIDE HACKAMORE DRIVE	1,658.	24.	39,939.	RSS
PINTO DRIVE	1	N. SIDE JUNIPER CREEK RD.	E. SIDE HACKAMORE DR.	1,259.	23.	29,146.	RSS
PINTO PLACE	1	N. SIDE HACKAMORE DRIVE	313 FT. N. HACKAMORE DR.	313.	25.	8,288.	RSS
JUNIPER CREEK ROAD	1	EAST SIDE ROSS DRIVE	500' E. OF PINTO DRIVE	1,724.	22.	39,943.	RSS

**Gerlach -CR34**

Mile Maker		Width	Length	Square Foot	Work
0.1 to 6	1	varies	2527	48108	Patch
14.5 to 18.6	1	varies	4,006.	91,224	Patch

**PARKING LOTS**

Alternate #1	3	Washoe County Downtown Court House Parking lot - South End	42,000	Recon
Alternate #2	3	Washoe County Technology Service Department Parking Lots - Edison Way	61,000	Recon
Alternate #3	3	Washoe County Health Department & Administration Parking Lots	78,000	Recon
Alternate # 4	3	Washoe County Senior Citizen Parking Lots	76,000	Recon

STSC -smooth top chip Seal  
RSS Rapid setting Slurry

**AGREEMENT**  
**2017/2018 ROAD WAY & PARKING LOT REPAIRS FOR WASHOE COUNTY,**  
**PWP-WA-2017-161**

THIS AGREEMENT (also herein referred to as "Contract"), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 "2017/2018 ROAD WAY & PARKING LOT REPAIRS FOR WASHOE COUNTY, PWP-WA-2017-161", Prepared by the Department of Community Services, which is incorporated herein by reference as one of the Contract Documents identified in Article 7. The scope of work shall also include any other street or parking area 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 (40) work days for the Base Bid, three (3) additional working days for Alternate No. 1, five (5) additional working days for Alternate No. 2, Ten (10) additional working days for Alternate No. 3 and Ten (10) additional working days for Alternate No. 4 from the date of the "Notice to Proceed". The alternate work days are in addition to the base working days. 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 work 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 **THREE MILLION ONE HUNDRED FIFTY FIVE THOUSAND SEVEN DOLLARS AND NO CENTS (\$3,155,007.00)**. 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:

1. DRAWINGS
2. NOTICE TO CONTRACTORS
3. INSTRUCTION TO BIDDERS
4. BID FORM
5. GENERAL CONTRACTOR BUSINESS FIRM INFORMATION
6. BID BOND
7. PREFERENTIAL BID STATUS
8. LOCAL PREFERENCE BIDDING AFFIDAVIT
9. LIST OF SUBCONTRACTORS SUBMITTED WITH BID
10. TWO HOUR ONE PERCENT LIST OF RESPONSIBLE TRADES
11. AFFIDAVIT OF NON-COLLUSION
12. DEBARMENT CERTIFICATE
13. NONCOMPLIANCE CERTIFICATION FOR NEVADA PREVAILING WAGE REQUIREMENTS
14. AGREEMENT
15. PERFORMANCE AND COMPLETION BOND
16. LABOR AND MATERIAL PAYMENT BOND
17. GENERAL PROVISIONS (STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, latest edition) by reference.
18. SPECIAL PROVISIONS
19. DETAIL SPECIFICATIONS (ALSO CALLED TECHNICAL SPECIFICATIONS)
20. ATTACHMENT 1 - PUBLIC WORKS CONSTRUCTION INSURANCE SPECIFICATIONS
21. ATTACHMENT 2 – GEOTECHNICAL INVESTIGATION
22. ATTACHMENT 3 – 2015 PREVAILING WAGE RATES – WASHOE COUNTY
23. ADDENDA (if necessary)
24. ANY VALIDLY EXECUTED CHANGE ORDER, DIRECTIVES OR AMENDMENTS 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

**Attachment 1**

**PUBLIC WORKS CONSTRUCTION/INDEMNIFICATION AND INSURANCE SPECIFICATIONS  
WASHOE COUNTY SLURRY SEAL PROGRAM & PARKING LOT REPAIR, NEVADA  
PWP-WA-2017-161**

**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, \$-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. 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.