



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: January 13, 2015

DATE: December 19, 2014

TO: Board of County Commissioners

FROM: Walter H. West, P.E., Licensed Engineer, Engineering and Capital Projects, Community Services Dept, 328-2338, wwest@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 Rancho San Rafael Regional Park Irrigation System Reconstruction Project - Phase 1, recommended [Gerhardt & Berry Construction, Inc., \$485,252.00]. (Commission District 3.)

SUMMARY

Rancho San Rafael Regional Park is one of Washoe County's premier park facilities with over 1.5 million visitors annually. The Park's aging irrigation system is in need of reconstruction and this project will fund the first phase. Phase 1 includes a new irrigation pump station and associated improvements designed to maximize the utilization of surface water coming from Highland Ditch. This effort will reduce the reliance upon potable water, and is designed to meet the future pumping needs for the park including the Wilbur D. May Arboretum.

Sealed bids for the Rancho San Rafael Regional Park Irrigation System Reconstruction Project – Phase 1 were opened on December 9, 2014. The list of bids received for the project is as follows:

Rancho San Rafael Regional Park Irrigation System Reconstruction Project – Phase 1	
Bidder	Amount
Gerhardt & Berry Construction, Inc	\$485,252.00
Aspen Developers Corp.	\$499,975.00
Reno-Tahoe Construction	\$502,920.00
MKD Construction, Inc.	\$532,600.00
Engineer's Estimate	\$469,000.00

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

AGENDA ITEM # //

PREVIOUS ACTION

July 10, 2012 – The Board adopted the Capital Improvements Plan for Fiscal Year 2013-2017.

BACKGROUND

Washoe County, through its Community Services Department, owns and manages Rancho San Rafael Regional Park, a popular park destination with over 1.5 million visitors annually. The park was developed in the early 1980's and has been improved over time to now include approximately 29 acres of flood irrigated pastures and 35 acres of manicured turf. The existing park irrigation system is outdated with deteriorating infrastructure and needs to be fully reconstructed with new piping, valves, control systems, and a pump station. Full reconstruction of the entire system is estimated at approximately \$1.5 million; however, with the limited funds available a phased approach is proposed.

This project will fund the first phase of construction, which includes a pump station capable of providing the future irrigation demand needs for both the park and Wilbur D. May Arboretum. A key element of the pump station design will reduce the reliance (and associated cost) upon potable water and maximizes the use of surface water delivered to the park from the Highland Ditch. As future funding becomes available, additional phases will be implemented to provide new irrigation piping, control valves and sprinklers for the entire turf area including a new main line connection to the arboretum irrigation system, reducing the need for potable water.

FISCAL IMPACT

Fiscal 2014-15 appropriations are available in Capital Facilities Projects Fund 489, project CF890802-781080 in the amount of \$364,968 which will fund a portion of construction (\$326,468) and construction administration per Wood Rodgers' Amendment 1 to the Agreement for Professional Services (\$38,500) a separate item for approval on today's agenda. The balance of the bid award, \$158,784, will be expensed to Capital Improvement Fund 402, project PW920842-781001, Parks Infrastructure Preservation. Other ancillary expenses are also funded from PW920842-78100.

Completion of this one element in a complex system will resolve several on-going maintenance issues, but is not expected to affect maintenance costs.

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 Rancho San Rafael Regional Park Irrigation System Reconstruction Project – Phase 1, recommended [Gerhardt & Berry Construction, Inc., \$485,252.00].

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 Rancho San Rafael Regional Park Irrigation System Reconstruction Project – Phase 1, recommended [Gerhardt & Berry Construction, Inc., \$485,252.00]."

AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of January, 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 Gerhardt & Berry Construction, Inc., General Contractor, Nevada State License No. 10813A, 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 "**RANCHO SAN RAFAEL REGIONAL PARK IRRIGATION SYSTEM RECONSTRUCTION PROJECT – PHASE 1, WASHOE COUNTY, NEVADA, PWP-WA-2015-004**", prepared by the Washoe County Community Services Department, and shall do everything required by this Agreement and the Specifications.

Article 2. Time of Completion. The work to be performed under this Agreement shall be completed within seventy (70) calendar 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 **Four Hundred Eighty Five Thousand Two Hundred Fifty Two Dollars (\$485,252.00)**. 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
- Local Preference Affidavit
- 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 “Irrigation System Reconstruction Project, Rancho San Rafael Regional Park”
- Drawing, sheet #E-1 prepared by NV Energy
- 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 1-4, 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:

CHAIRMAN,
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

LABOR AND MATERIAL PAYMENT BOND
FOR PUBLIC WORKS REQUIRED PURSUANT TO NRS CHAPTER 339

KNOW ALL MEN BY THESE PRESENTS: That _____
(Name and Address [or legal description] of Contractor)
as Principal, hereinafter called "Principal", and _____

(Legal Designation and Address of Surety)

authorized to do business of surety in the State of Nevada, as Surety, hereinafter called "Surety", are held and firmly bound unto the COUNTY OF WASHOE, a political subdivision of the State of Nevada, as Obligee, hereinafter called "County", for the use and benefit of claimants supplying labor or materials to the Principal or to any of the Principal's subcontractors in the prosecution of the work provided for in the Contract referred to below in the amount of _____ Dollars (\$ _____) said sum being 100% of the contract amount payable by the County under the terms of the Contract referred to below, for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____, entered into contract with County for "**RANCHO SAN RAFAEL REGIONAL PARK IRRIGATION SYSTEM RECONSTRUCTION PROJECT – PHASE 1, WASHOE COUNTY, NEVADA, PWP-WA-2015-004**", which contract and its plans and specifications are attached hereto and by reference made a part hereof, as if fully and completely set out in full herein, and is hereinafter referred to as the "Contract".

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, and shall save and hold harmless and indemnify County from and against any and all claims and demands of liens for work performed and materials supplied, then this obligation shall be void; otherwise it shall remain in full force and effect.

THIS BOND is executed for the purpose of complying with the laws of the State of Nevada as contained in Chapter 339 of Nevada Revised Statutes and all acts amendatory thereof and supplemental thereto, and this Bond shall inure to the benefit of any and all persons who perform labor upon or furnish materials to be used in or furnish appliances, teams or power contributing to the work described in said contract, in accordance with provisions of Chapter 339 of Nevada Revised Statutes.

Any suit or action brought on this bond shall be maintained in accordance with provisions as set forth in Chapter 339 of NRS, and all acts amendatory thereof and supplemental to.

IN WITNESS WHEREOF, the above bounden Principal and the above bounden Surety have hereunto set their hands and seal, this _____ day of _____, ____.

PRINCIPAL: _____

By: _____

(Note: Signature to be notarized)

Type: _____

Title: _____

State of Nevada Contractor's License #

Subscribed and sworn to before me this
_____ day of _____, ____.

Notary Public

Surety:

Name of Surety

By: _____
(Note: Signature to be Notarized)

Type: _____
Attorney-in-Fact

Amount of Bond Premium (to be filled in by the Surety Company):

\$ _____

Subscribed and sworn before me this _____ day of _____, ____.

Notary Public

Surety's Licensed Nevada Agent:

Company Name

Address

Telephone

By: _____
(Note: Signature to be Notarized)

Type: _____

Bond No. _____

Subscribed and sworn to before me this _____ day of _____, ____.

Notary Public

PERFORMANCE AND COMPLETION BOND
FOR PUBLIC WORKS REQUIRED PURSUANT TO NRS CHAPTER 339

KNOW ALL MEN BY THESE PRESENTS: That _____

(Name and Address [or legal description] of Contractor)

As Principal, hereinafter called "Principal", and _____

(Legal Designation and Address of Surety)

authorized to do business of surety in the State of Nevada, as Surety, hereinafter called "Surety", are held and firmly bound unto the COUNTY OF WASHOE, a political subdivision of the State of Nevada, as Obligee, hereinafter called "County", in the amount of _____ Dollars (\$ _____) said sum being 100% of the contract amount payable by the County under the terms of the Contract referred to below, for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____, entered into contract with County for "RANCHO SAN RAFAEL REGIONAL PARK IRRIGATION SYSTEM RECONSTRUCTION PROJECT – PHASE 1, WASHOE COUNTY, NEVADA, PWP-WA-2015-004", which contract and its plans and specifications are attached hereto and by reference made a part hereof, as if fully and completely set out in full herein, and is hereinafter referred to as the "Contract"; and

WHEREAS, said Principal is required by the Nevada Revised Statutes 339.025, and all acts amendatory thereof and supplemental thereto, to furnish a bond in connection with said Contract guaranteeing the faithful performance thereof; and

WHEREAS, the Principal under the terms of the Contract agrees to replace and/or repair without cost to the County any damage or imperfections due to faulty labor or materials incorporated in said work, including the landscaping, for a period of one (1) year, from and after the date of completion and acceptance by County of the work contracted to be performed.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, if Principal shall well and truly perform and complete in all its parts of the work described in said Contract within the time and in the manner therein specified and shall, for a period of one (1) year from the date of the work contracted to be performed is completed and accepted by County, replace and repair any and all defects arising in said work, whether resulting from defective material or workmanship, and shall also observe, perform, fulfill, and keep all and every covenant and agreement in said Contract on the part of the Principal to be kept, performed and complied with within the time and manner therein specified and shall truly and fully comply with all guarantees required in said Contract, then this obligation shall become null and void, otherwise it shall remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agrees, if requested to do so by the County, to perform and fully complete the work mentioned and described in said Contract, pursuant to the terms, conditions and covenants thereof, if for any cause, said Principal fails or neglects to so perform and fully complete said work; the said Surety further agrees to commence said work to full completion within twenty (20) days after notice thereof from the County, and to fully complete the same with all due diligence and in accordance with the plans and specifications.

Further, Surety for value received, hereby stipulates and agrees that no prepayment or delay in payment and no change, extension, addition or alteration of the work or any provision of the Contract or in the plans, profiles, detailed drawings, specifications, and no extension of time and no forbearance on the part of the County shall operate to release or exonerate the Surety upon this bond, and consent thereto without notice to or consent by Surety is hereby given, and Surety hereby waives provisions of any law relating thereto. It is expressly agreed and understood that this bond is made and executed contemporaneously with the Contract above mentioned, and in consideration of the covenants and agreements therein made and entered into on the part of the County; and that the due execution and delivery hereof is condition precedent to liability on the part of the County, on said above mentioned Contract. It is further understood and agreed that this bond is made in compliance with NRS 339.025 and all acts amendatory thereof and supplemental thereto; and that all benefits therein set forth inure to the benefits of the County.

IN WITNESS WHEREOF, the above bounden Principal and the above bounden Surety have hereunto set their hands and seal, this _____ day of _____, ____.

PRINCIPAL: _____

By: _____
(Note: Signature to be Notarized)

Type: _____

Title: _____

State of Nevada Contractor's License #

Subscribed and sworn to before me this
_____ day of _____, ____.

Notary Public

Surety:

Name of Surety

By: _____
(Note: Signature to be Notarized)

Type: _____
Attorney-in-Fact

Amount of Bond Premium (to be filled in by the Surety Company):

\$ _____

Subscribed and sworn before me this _____ day of _____, ____.

Notary Public

Surety's Licensed Nevada Agent:

Company Name

Address

Telephone

By: _____
(Note: Signature to be Notarized)

Type: _____

Bond No. _____

Subscribed and sworn to before me this _____ day of _____, ____.

Notary Public

***** SAMPLE *****

WASHOE COUNTY COMMUNITY SERVICES DEPARTMENT

**HAZARD COMMUNICATION PROGRAM
CONTRACTOR COMMUNICATION FORM**

To meet the requirements of the OSHA Hazard Communication Standard, information regarding the hazards of chemicals or compounds brought to the project site must be exchanged between the Department and the Contractor. This form is designed to satisfy those communication requirements.

Project Name/Location: **“RANCHO SAN RAFAEL REGIONAL PARK IRRIGATION SYSTEM
RECONSTRUCTION PROJECT – PHASE 1, WASHOE COUNTY, NEVADA, PWP-WA-
2015-004”**

Contractor: _____

Subcontractor: _____

Nature of work to be completed: _____

Effective date: Start of construction through the Notice of Acceptance.

<u>Chemical Used or Stored at Project in Work Area</u>	<u>Required Precautions</u>	<u>Emergency Actions</u>
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All chemical (compounds) containers must be labeled with the name of the chemical and the hazards of that chemical. Detailed information regarding the hazards and protective measures for all chemicals found at this project can be found in the “MATERIAL SAFETY DATA SHEETS” for those chemicals and are collected in a binder labeled “WCDPW HAZARD COMMUNICATION” located in the office of Washoe County Public Works.

The Contractor is responsible to ensure that their employees and the employees of any subcontractor are informed of the information provided here.

Before contract work can begin, the Contractor must provide the Department with complete “MATERIAL SAFETY DATA SHEETS” for all chemicals brought to the work area by the Contractor. All containers must be labeled with chemical name and hazard information.

Examples, but not a complete list, of chemicals requiring “MATERIAL SAFETY DATA SHEETS”: Painting materials, drywall compounds, concrete hardener, caulking, ceramic tile bedding, vinyl tile adhesive, cleaning compounds, etc.

CONTRACTOR SIGNATURE

DATE

Exhibit A

PUBLIC WORKS CONSTRUCTION/INDEMNIFICATION AND INSURANCE SPECIFICATIONS

**RANCHO SAN RAFAEL REGIONAL PARK
IRRIGATION SYSTEM RECONSTRUCTION PROJECT – PHASE 1**

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 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, \$1,000,000.

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,
 - 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.

END OF EXHIBIT A