



WASHOE COUNTY

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Finance DN
DA PA
Risk Mgt. De
HR N/A
Other N/A

STAFF REPORT

BOARD MEETING DATE: March 24, 2015

DATE: February 27, 2015
TO: Board of County Commissioners
FROM: Joaquin Tabbada, E.I., CFM, Civil Engineer II,
Community Services Department, 328-2055, jtabbada@washoecounty.us
THROUGH: Dwayne Smith, P.E., Division Director, Engineering and Capital Projects,
Community Services Department, 328-2043, desmith@washoecounty.us
SUBJECT: Recommendation to award a bid and approve the Agreement to the lowest responsive, responsible bidder for the Central Incline Village Phase II Water Quality Improvement Project recommended [Burdick Excavating Company, Inc., \$1,695,900.00] funded by Nevada Tahoe Bond Act and U.S. Forest Service Southern Nevada Public Lands Management Act, Washoe County. (Commission District 1.)

SUMMARY

The Central Incline Village Phase II Water Quality Improvement Project is located within Incline Village as shown in Figure 1 and included in the Tahoe Regional Planning Agency's Environmental Improvement Program priority project list as EIP #01.01.01.44. The project is funded 100% through federal and state grants and requires no County match. Under the Lake Tahoe Total Maximum Daily Load (TMDL), fine sediment particles (FSP) has been identified as one of the leading causes of reduced water clarity within Lake Tahoe; therefore, the focus of this project is to reduce the amount of FSP in stormwater runoff before entering the Lake. The project includes the construction of various stormwater infrastructure improvements designed to reduce FSP in stormwater runoff.

The project will be presented at the Incline Village CAB regular meeting of March 24, 2015. Also, notification letters were sent out to Incline Village residents within the 300 foot radius of the project boundary informing them of the construction activities scheduled this summer.

The Community Services Department (CSD) requests approval to accept the lowest responsive, responsible bid to construct the Central Incline Village Phase II Water Quality Improvement Project.

Sealed bids for this project were opened on February 26, 2015. The list of bids received for this project is as follows:

Central Incline Village Phase II Water Quality Improvement Project	
Bidder	Total Bid
Burdick Excavation Company, Inc.	\$1,695,900.00
Rapid Construction	\$1,711,117.10
Aspen Developers Corporation	\$1,845,775.00
Spanish Springs Construction	\$1,873,444.00
A & K Earthmovers	\$1,973,000.00
Herback General Engineering	\$2,064,784.40
Sierra Nevada Construction	\$2,242,007.00
Opinion of Probable Construction Cost	\$2,011,413.00

Washoe County Strategic Objective supported by this item: Sustainability of our financial, social and natural resources.

PREVIOUS ACTION

September 27, 2011 – The Board of County Commissioners (Board) approved the recommendation to accept funds [\$1,590,000 with no County match] from the Nevada Division of State lands – Nevada Tahoe Bond Act; authorized the request and accepted the grant funds [\$1,500,000 with no County match] from the U.S. Forest Service Southern Nevada Public Lands Management Act for the Central Incline Village Phase II Water Quality Improvement Project, EIP# 01.01.01.44.

September 22, 2009 – The Board approved in concept the referenced project and authorized the Chairman to execute the Nevada Tahoe Bond Act Resolution which appointed the Director of Public Works, as agent for Washoe County and allowed for the request of grant funds from the Nevada Division of State Lands.

BACKGROUND

This project is funded through grant funds from the Nevada Tahoe Bond Act and the U.S. Forest Service Southern Nevada Public Lands Management Act, with no County match. This is one of several surface water quality improvement projects the County has developed to benefit Lake Tahoe, aid in enhancing lake clarity and address Lake Tahoe TMDL requirements. In order to meet both the FSP load reduction in the Lake Tahoe TMDL and the interim Clarity Challenge, Washoe County will register this project for Lake Clarity Credits after the completion of construction.

Through a prequalified selection process the CSD Engineering and Capital Project Division selected Wood Rodgers, to perform project coordination, permitting, environmental assessment, and engineering design. The planning, environmental, and engineering design phase have been completed and the project is now at Construction phase. The project advertised for two weeks and a non-mandatory pre-bid conference was held on February 12, 2015, that was attended by contractors representing a combination of general contractors and subcontractors. The project is programmed to start construction by May 1, 2015 and is anticipated to be completed by October 15, 2015.

Bids were received from seven (7) general contractors on February 26, 2015. Burdick Excavation Company, Inc. is the apparent lowest, responsive, responsible bidder with a total bid of \$1,695,900.00, and is within budget for this project.

FISCAL IMPACT

The project is funded 100% through federal and state grants and requires no County match. Grant funds have been assigned in the Capital Improvement Fund 402 and project expenses are budgeted in Project PW920585. The project balance is currently \$2,426,412. The opinion of probable cost for the construction work was \$2,011,413.

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 Central Incline Village Phase II Water Quality Improvement Project recommended [Burdick Excavating Company, Inc., \$1,695,900.00] funded by Nevada Tahoe Bond Act and U.S. Forest Service Southern Nevada Public Lands Management Act, Washoe County.

POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be. "Move award a bid and approve the Agreement to the lowest responsive, responsible bidder for the Central Incline Village Phase II Water Quality Improvement Project recommended [Burdick Excavating Company, Inc., \$1,695,900.00] funded by Nevada Tahoe Bond Act and U.S. Forest Service Southern Nevada Public Lands Management Act, Washoe County."

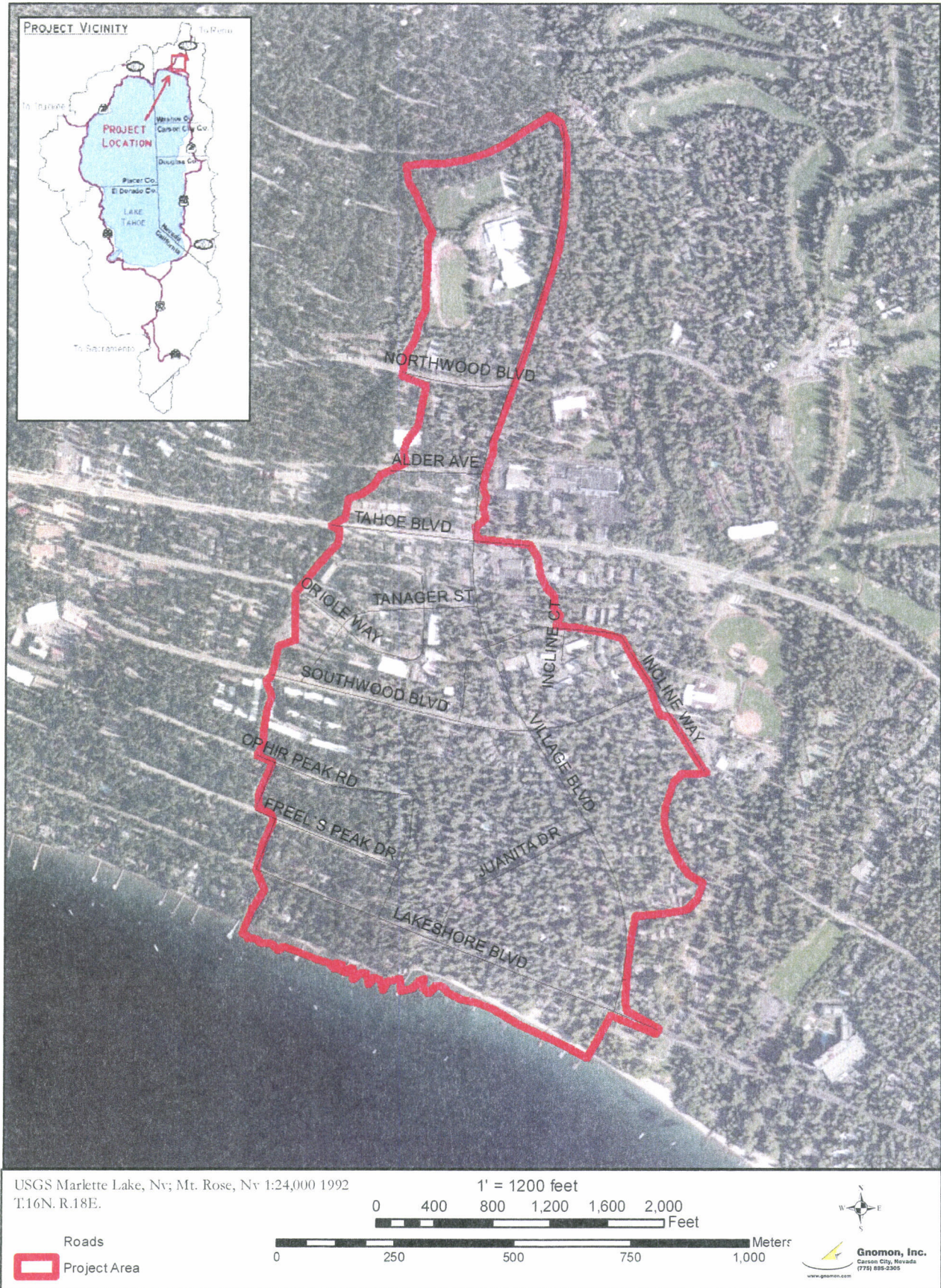


Figure 1. Project Vicinity

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 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 Burdick Excavating Company, Inc., General Contractor, Nevada State License No. 0022629 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 "CENTRAL INCLINE VILLAGE PHASE II WATER QUALITY IMPROVEMENT PROJECT EIP #01.01.01.44 IN WASHOE COUNTY, NEVADA, PWP-WA-2015-039", 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 one hundred fourteen (114) working days from the date that the Contractor is issued the Notice to Proceed. The performance time excludes and no work will be allowed May 22-25 (Memorial Day), July 3-6 (4th of July), September 4-7 (Labor Day).

The date of 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 written authorized extensions of time, there shall be deducted from the monies due him, not as a penalty, but as liquidated damages, One Thousand Dollars (\$1,000.00) 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 County 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 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.

A written extension of time hereunder 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.

The County shall pay, or cause to be paid, to Contractor the progress payments due hereunder within 30 days after the date County 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 hereunder 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 written request 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 this Agreement, 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. Compensation. 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 County the amount of **One Million, Six Hundred Ninety-Five Thousand, and Nine Hundred Dollars (\$1,695,900.00)**. 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 documents making up this Agreement, all of which are by this reference hereby incorporated into this Agreement:

- 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, 2012, or latest edition, including supplemental Special Provision by Wood Rodgers attached to this document.
- General Provisions of the Standard Specifications for Public Works Construction, 2012, or latest edition, including supplemental General Provisions attached to this document
- Drawings
- 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 these documents, this Agreement shall govern in accordance with the following order:

- a) This Agreement
- b) Public Works Construction/Indemnification and Insurance Specifications, Exhibit A
- c) Prevailing Wage Rates, Exhibit B
- d) Special Provisions
- e) Drawings
- f) 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 compensation to the Contractor pursuant to this Agreement as listed above is at any time One Hundred Thousand Dollars (\$100,000.00) or more, Contractor agrees to 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, and such wages shall be paid for the entire contract term. Copies of such wage rates shall then be attached hereto as Exhibit B 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 Agreement 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 Agreement 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 Agreement agree and stipulate that the venue for any dispute arising under this Agreement will be in state court 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 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:

Chair
BOARD OF COUNTY COMMISSIONERS

STATE OF NEVADA)
) SS:
COUNTY OF WASHOE)

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

NOTARY PUBLIC

CONTRACTOR

STATE OF NEVADA)
) SS:
COUNTY OF WASHOE)

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

NOTARY PUBLIC

Exhibit A

PUBLIC WORKS CONSTRUCTION/INDEMNIFICATION AND INSURANCE SPECIFICATIONS FOR CENTRAL INCLINE VILLAGE WATER QUALITY IMPROVEMENT PROJECT

INTRODUCTION

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

BIDDERS' ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT BIDDERS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF THERE ARE ANY QUESTIONS REGARDING THESE INSURANCE REQUIREMENTS, IT IS RECOMMENDED THAT THE AGENT/BROKER CONTACT THE COUNTY 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.

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.