



WASHOE COUNTY

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CM/ACM KS
 Finance DW
 DA v
 Risk Mgt. DZ
 HR N/A
 Comptroller CH

STAFF REPORT BOARD MEETING DATE May 24, 2016

DATE: April 29, 2016
TO: Board of County Commissioners
FROM: Greg Belancio, P.E., Sr. Licensed Engineer,
 Community Services Department, 328-2052, gbelancio@washoecounty.us
THROUGH: Dwayne Smith, P.E., Division Director, Engineering and Capital Projects,
 Community Services Department, 328-2043, desmith@washoecounty.us
SUBJECT: Recommendation to award a bid and approve the Agreement to the lowest responsive, responsible bidder for the 2016/2017 Slurry Seal of Selected Streets in Washoe County, Nevada PWP-WA-2016-134 project [staff recommends Sierra Nevada Construction in the amount of \$3,748,960.90]. (All Commission Districts.)

SUMMARY

The 2016/2017 Slurry Seal of Selected Streets in Washoe County, Nevada project consists of over 60 miles of major maintenance of roads as listed on Exhibit A. The work consists primarily of cape, chip and slurry seals and with minimal amount of full pavement 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 three 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 Alternative #1. Alternative #1 includes both reconstruction and slurry seals. Bid Alternatives #2 and #3 are not recommended at this time.

Sealed bids were opened on April 28, 2016. The list of bids received for the project is as follows:

2016/2017 Slurry Seal of Selected Streets in Washoe County, Nevada					
Bidder	Base bid	Alternate #1 Hidden Valley Paving & Slurry	Alternate #2 Incline Village Cape sealing	Alternate #3 Man Hole Covers	Base + Alternate 1 only
Sierra Nevada Const.	\$3,360,240.90	\$388,720.00	\$184,250.00	\$25,796.10	\$3,748,960.90
Intermountain Slurry Seal	\$3,751,070.60	\$368,523.36	\$192,200.00	\$12,041.50	\$4,131,635.46
*VSS International	\$3,894,820.70	\$520,769.64	\$199,167.50	\$18,970.00	\$4,434,560.34
Engineer's Estimate	\$3,600,000.00	\$365,000.00	\$185,000.00	\$15,000.00	\$3,800,000.00

*VSS International bid was determined to be non-responsive as they did not submit acknowledgment or a copy of addenda #1 with their bid documents as required at the opening of bids.

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

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

PREVIOUS ACTION

There has been no previous action taken.

BACKGROUND

The repair and maintenance of County Streets is part of the Community Services Department's pavement infrastructure preservation program. The objective of the maintenance program is to help keep the County's maintenance and replacement costs at a minimum 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 minimum PCI average is currently 74 and all County streets are assessed on a three year cycle and the PCI updated annually with projections for the intervening years. 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 60 miles of County maintained roads.

FISCAL IMPACT

Funding for the 2016/2017 Slurry Seal contract is included in the FY16 Roads Special Revenue Fund budget. Specifically, funding is available in in Cost Center 216003-781003 (Roads Capital - Road Bridge Capital) in the amount of \$3,296,186 and in IN20397-781003 (Settlement Funds - Road Bridge Capital) in the amount of \$1,071,543.

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 2016/2017 Slurry Seal of Selected Streets in Washoe County, Nevada PWP-WA-2016-134 project [staff recommends Sierra Nevada Construction in the amount of \$3,748,960.90].

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 2016/2017 Slurry Seal of Selected Streets in Washoe County, Nevada PWP-WA-2016-134 project [staff recommends Sierra Nevada Construction in the amount of \$3,748,960.90]."

Exhibit A

Branch Name	District	From	To	Length	Width	Miles	Product
Incline							
JUPITER DRIVE	1	N. MT. ROSE HY.(N. GRATE)	N.W. SIDE GALAXY WAY	974	38	0.18	STCS
GALAXY WAY	1	N.E. SIDE OF JUPITER DR.	WEST SIDE APOLLO WAY	1,380	34	0.26	STCS
APOLLO WAY	1	N.W. SIDE GALAXY WAY	N.MT. ROSE HWY. (N.GRATE)	4,684	35	0.89	STCS
MERCURY COURT	1	N.E. SIDE OF APOLLO WAY	190' N.E. OF APOLLO WAY	190	34	0.04	STCS
WANDER WAY	1	EAST SIDE APOLLO WAY	WEST SIDE APOLLO WAY	865	34	0.16	STCS
LUNAR COURT	1	NORTH SIDE APOLLO WAY	383' N. OF APOLLO WAY	383	34	0.07	STCS
SATURN COURT	1	EAST SIDE APOLLO WAY	452' E. OF APOLLO WAY	452	34	0.09	STCS
APOLLO COURT	1	EAST SIDE APOLLO WAY	529' E. OF APOLLO WAY	529	34	0.10	STCS
MARLETTE WAY	1	WEST SIDE MT. ROSE HIWAY	EAST SIDE JENNIFER STREET	364	40	0.07	STCS
FAY STREET	1	WEST SIDE MT. ROSE HIWAY	EAST SIDE JENNIFER STREET	224	40	0.04	STCS
BRIDGER COURT	1	WEST SIDE JENNIFER STREET	428' W. OF JENNIFER ST.	428	35	0.08	STCS
BIDWELL COURT	1	WEST SIDE JENNIFER STREET	490' W. OF JENNIFER ST.	490	34	0.09	STCS
GERALDINE DRIVE	1	5'N.W.OF JENNIFER ST.	W. SIDE JENNIFER-N.E. INT	3,491	35	0.66	STCS
CHARLES COURT	1	EAST SIDE GERALDINE DRIVE	394' E. OF GERALDINE DR.	394	35	0.07	STCS
ELLEN COURT	1	S.W. SIDE GERALDINE DRIVE	471' S.W. OF GERALDINE DR	471	35	0.09	STCS
RANDALL AVENUE	1	NORTH SIDE JEFFREY STREET	EAST SIDE GERALDINE DRIVE	828	34	0.16	STCS
JEFFREY COURT	1	WEST SIDE GERALDINE DRIVE	454' W. OF GERALDINE DR.	454	35	0.09	STCS
JEFFREY STREET	1	EAST SIDE GERALDINE DRIVE	WEST SIDE JENNIFER STREET	1,508	35	0.29	STCS
JENNIFER STREET	1	6' W. OF JENNIFER (sec.1)	958' NO OF BIDWELL COURT	7,089	35	1.34	STCS
COLLEEN COURT	1	SOUTH SIDE JEFFREY STREET	199' S. OF JEFFREY STREET	199	33	0.04	STCS
HAZEL COURT	1	SOUTH SIDE JEFFREY STREET	243' S. OF JEFFREY STREET	243	33	0.05	STCS
BUNKER COURT	1	NO. SIDE GOLFERS PASS RD.	551' N.E. OF GOLFERS PASS	556	34	0.11	STCS
McDONALD DRIVE	1	SOUTH SIDE COLLEGE DRIVE	NORTH SIDE McCOURRY BLVD.	3,245	25	0.61	STCS
CRYSTAL PEAK ROAD	1	N. SIDE MARTIS PEAK ROAD	N. SIDE LAKESHORE BLVD.	2,265	25	0.43	RSS
RIFLE PEAK COURT	1	S. SIDE MARTIS PEAK ROAD	274' S. OF MARTIS PEAK RD	274	24	0.05	RSS
SLOTT PEAK COURT	1	N. SIDE LAKESHORE BLVD.	174' N. OF LAKESHORE BLVD	174	22	0.03	RSS
Galena Forest							
DOUGLAS FIR DRIVE	2	EAST S.R. 431	W. SIDE JOY LAKE ROAD	4,673	30	0.89	STCS
BLUE SPRUCE ROAD	2	JOY LAKE RD.- NORTH INT.	JOY LAKE RD. -SOUTH INT.	6,077	30	1.15	STCS
BLACK PINE DRIVE	2	S.W. SIDE DOUGLAS FIR DR.	S.E. SIDE DOUGLAS FIR DR.	644	29	0.12	STCS
BLACK PINE COURT	2	NO. SIDE BLUE SPRUCE RD.	SO. SIDE BLACK PINE DR.	613	26	0.12	STCS
DOUGLAS FIR CIRCLE	2	SO. SIDE DOUGLAS FIR DR.	345 FT. SO. DOUGLAS FIR	345	26	0.07	STCS
SCOTCH PINE ROAD	2	SO. SIDE BLUE SPRUCE RD.	215 FT. SO. BLUE SPRUCE	215	26	0.04	STCS
SCOTCH PINE CIRCLE	2	NO. SIDE BLUE SPRUCE RD.	373 FT. NO. BLUE SPRUCE	373	26	0.07	STCS
MUGO PINE CIRCLE	2	SO. SIDE DOUGLAS FIR DR.	438 FT. SO. DOUGLAS FIR	438	26	0.08	STCS
YELLOW PINE CIRCLE	2	E. SIDE YELLOW PINE ROAD	854 FT. E. YELLOW PINE RD	854	37	0.16	STCS
YELLOW PINE ROAD	2	SO. SIDE JOY LAKE ROAD	SO. SIDE BLUE SPRUCE ROAD	2,994	62	0.57	STCS
OLD MT. ROSE HWY.	2	E. OF HWY 431 @ W. INT.	N. of HWY 431 @ E. INT.	1,650	26	0.31	STCS
BUMS'S GULCH ROAD	2	SO. OF HWY 431 @ E. INT.	1200' S. HWY 431 @ E. INT	1,200	25	0.23	STCS
JOY LAKE ROAD	2	EAST SIDE SR 431	260' S. OF GREEN ASH	6,366	30	1.21	STCS
JOY LAKE ROAD	2	260' S. OF GREEN ASH RD.	3' S. OF PRIVATE RD. SIGN	3,620	33	0.69	SEAL
NADIA COURT	2	S. OF JOY LAKE RD.	400' S. OF JOY LAKE RD.	410	33	0.08	SEAL
ABIES ROAD	2	SO. SIDE YELLOW PINE RD	2075 FT. SO. YELLOW PINES	2,075	31	0.39	SEAL
TIMBERLINE DRIVE	2	N SIDE OF S.R. 431	3645 S. OF DON ALISHA LN.	5,047	30	0.96	SEAL
BORDEAUX ROAD	2	SO. SIDE OF SR. 431	280 FT. S. JEFTE COURT	640	39	0.12	RSS
JEFFREY COURT	2	E. SIDE OF BORDEAUX RD.	624' E. BORDEAUX RD.	624	33	0.12	RSS

STCS - 3/16/00 Ship Seal

RSS -Rapid setting Slurry

Seal -asphalt Seal

SC/SSC - Resonant/Asphalt/SSC

Exhibit A

Branch Name	District	From	To	Length	Width	Miles	Product
Franktown							
LEWERS CREEK ROAD	2	E. SIDE OLD US 395 SOUTH	1400 FT. EAST OLD US 395S	1,400	25	0.27	RSS
KEATS ROAD	2	E. OF OLD 395 SO.	W. SIDE OF MARLOW DR.	902	22	0.17	RSS
BELLEVUE ROAD	2	220' EAST WHITMAN ST.	34' W. OF OLD US 395	2,811	25	0.53	RSS
MARLOWE DRIVE	2	NO. SIDE OF BELLEVUE RD.	229' NO. OF KEATS DR.	1,287	22	0.24	RSS
MADRAS STREET	2	S. SIDE OF BELLEVUE RD.	800' S. OF BELLEVUE RD.	800	22	0.15	RSS
MADRAS STREET	2	N. SIDE OF BELLEVUE RD.	1188' N. OF BELLEVUE RD.	1,188	22	0.23	RSS
MEACHAM STREET	2	N. OF BELLEVUE RD.	1180' N. OF BELLEVUE RD.	1,180	22	0.22	RSS
MEACHAM STREET	2	S. OF BELLEVUE RD.	1159' S. OF BELLEVUE RD.	1,159	22	0.22	RSS
WHITMAN STREET	2	N. OF BELLEVUE RD.	1147' N. OF BELLEVUE RD.	1,147	22	0.22	RSS
WHITMAN STREET	2	S. OF BELLEVUE RD.	1146' S. OF BELLEVUE RD.	1,146	22	0.22	RSS
STEPTOE LANE	2	E. OF OLD 395 SO.	1427' E. OF OLD 395 SO.	1,427	22	0.27	RSS
LANDING LANE	2	E. OF OLD 395 SO.	1100' E. OF OLD 395 SO.	1,100	22	0.21	RSS
WILLIAM BRENT ROAD	2	E. SIDE OF OLD 395 SO.	3653' E. OF OLD 395 SO.	3,653	22	0.69	RSS
SUSAN LEE CIRCLE	2	N. OF WILLIAM BRENT RD.	964' N. OF WILLIAM BRENT	964	22	0.18	RSS
OLD RANCH ROAD	2	W. SIDE OF FRANKTOWN RD.	2670 FT. W. FRANKTOWN RD.	2,670	24	0.51	RSS
J-S BAR RANCH ROAD	2	FRANKTOWN ROAD-WEST SIDE	2125 FT. WEST FRANKTOWN	2,125	24	0.40	RSS
Thomas Creek Area							
						0.00	
SADDLEHORN DRIVE(AND	2	W. OF THOMAS CREEK(N.INT)	457' W. PRAIRIE FLOWER CT	2,739	40	0.52	STCS
SADDLEBOW DRIVE(AND	2	N.W. OF SADDLEHORN(E.INT)	1005' N.W. OF SADDLEHORN(E.I	1,530	33	0.29	STCS
SADDLEBOW COURT	2	S.E. OF SADDLEHORN DR.	425' S.E. OF SADDLEHORN	425	33	0.08	STCS
PRAIRIE FLOWER COURT	2	S. SIDE OF SADDLEHORN DR.	485' S. OF SADDLEHORN DR.	485	33	0.09	STCS
SADDLEHORN PLACE	2	S. SIDE OF SADDLEHORN DR.	175' S.E. SADDLEHORN DR.	175	34	0.03	STCS
WILD EAGLE TERRACE	2	N. SIDE OF SADDLEHORN DR.	E. SIDE OF MOONRISE CT.	1,450	34	0.27	STCS
MOONRISE COURT	2	N. SIDE OF SADDLEHORN DR.	373' N. WILD EAGLE TER.	752	34	0.14	STCS
WINDRIVER LANE WEST	2	S. SIDE OF SADDLEHORN DR.	152' S. WINDRIVER LN.EAST	892	33	0.17	STCS
WINDRIVER LANE EAST	2	S. SIDE OF SADDLEHORN DR.	E. OF WINDRIVER LN. WEST	1,037	34	0.20	STCS
Foothill area							
SAN CLEMENTE DRIVE	2	S.W. OF BROKEN HILL RD.	488' S.W. OF BROKEN HILL	488	27	0.09	STCS
BONDSHIRE DRIVE	2	W. OF ORCHARD HILL DR.	360' S. CAREY HILLS DR.	1884	30	0.36	STCS
ORCHARD HILL DRIVE	2	S.E. OF SAN CLEMENTE CT.	S.E. OF STONEY BROOK DR.	976	26	0.18	STCS
RAINTREE COURT	2	S.W. OF BROKEN HILL RD.	494' S.W. OF BROKEN HILL	494	26	0.09	RSS
CAREY HILLS DRIVE	2	W. OF STONEY BROOK DR.	E. SIDE OF BONDSHIRE DR.	400	30	0.08	RSS
GEORGIAN CIRCLE	2	W. OF STONEY BROOK DR.	276' W. OF STONEY BROOK	276	25	0.05	RSS
MAHOGANY DRIVE	2	340 FT. SO. OF DREW DR.	E. SIDE STONEY BROOK DR.	3,017	26	0.57	RSS
STONEY BROOK DRIVE	2	S.E. OF EDMUNDS DR.	60' SW OF CORNER BROOK CT.	2,115	28	0.40	RSS
STONEHAVEN CIRCLE	2	S.E. OF STONEYBROOK DR.	304' S.E. STONEYBROOK DR.	304	27	0.06	RSS
BROILI DRIVE	2	EAST SIDE EDMUNDS DRIVE	NORTH SIDE OF ZOLEZZI LN.	1,950	26	0.37	RSS
DE ANZA DRIVE	2	E. SIDE OF BROILI DR.	367 FT. E. OF BROIL DR.	367	26	0.07	RSS
E Prater Way							
PRATER WAY - EAST	4	656' E. OF PETES WY.	480' S. OF PLEASANT VIEW	300	32	0.06	RSS
WESTVIEW BOULEVARD	4	474 FT. S. PLEASANT VIEW	199 FT. N. WESTVIEW CIR.	2,082	32	0.39	RSS
WESTVIEW CIRCLE	4	EAST SIDE WESTVIEW BLVD.	350 FT. E. WESTVIEW BLVD.	350	26	0.07	RSS
PLEASANT VIEW DRIVE	4	E. SIDE WESTVIEW BV-N.INT	E. SIDE WESTVIEW BV-S.INT	3,975	26	0.75	RSS
PLEASANT VIEW PLACE	4	N. SIDE PLEASANT VIEW DR.	322 FT. N. PLEASANT VIEW	325	26	0.06	RSS

STCS -smooth top chip Seal

RSS -Rapid setting Slurry

Seal -asphalt Seal

BC/RSS -Reconstruction /RSS

Exhibit A

Branch Name	District	From	To	Length	Width	Miles	Product
Hidden valley							
PALMER COURT	2	EAST OF TAMARISK DR.	163 FT. E. TAMARISK DR.	163	26	0.03	STCS
PEBBLE BEACH DRIVE	2	E. SIDE TAMARISK DRIVE	228 FT. E. TAMARISK DRIVE	228	24	0.04	STCS
PEBBLE BEACH DRIVE	2	W. SIDE TAMARISK DRIVE	6 FT. E. PIPING ROCK DR.	1,092	26	0.21	STCS
PEBBLE BEACH DRIVE	2	W. SIDE PIPING ROCK DRIVE	WEST TIP PELHAM DRIVE	1,468	23	0.28	STCS
PINEHURST CIRCLE	2	S. SIDE PEBBLE BEACH DR.	480 FT. S. PEBBLE BEACH	480	25	0.09	STCS
PRESTWICK CIRCLE	2	S. SIDE PEBBLE BEACH DR.	482 FT. SO. PEBBLE BEACH	482	22	0.09	STCS
PLUMB HOLLOW CIRCLE	2	S. SIDE PEBBLE BEACH DR.	368 FT. S. PEBBLE BEACH	368	23	0.07	STCS
PALOS VERDES CIRCLE	2	S. SIDE PEBBLE BEACH DR.	537 FT. S. PEBBLE BEACH	537	22	0.10	STCS
PELHAM DRIVE	2	N. SIDE HIDDEN VALLEY DR.	SO. SIDE PEBBLE BEACH DR.	500	22	0.09	STCS
PENFIELD CIRCLE	2	E. SIDE HIDDEN VALLEY DR.	527 FT. E. HIDDEN VALLEY	527	26	0.10	STCS
SLEEPY HOLLOW DRIVE	2	E. SIDE TAMARISK DRIVE	HIDDEN VALLEY DR.	4,340	38	0.82	STCS
BRIARHILLS LANE	2	N. SIDE BLUE HILLS DR.	425' N. OF BLUE HILLS DR.	425	32	0.08	STCS
BRIARHILLS CIRCLE	2	6'S. SIDE BLUE HILLS DR.	254 FT. S. BLUE HILLS DR.	254	32	0.05	STCS
BLUE HILLS DRIVE	2	W. SIDE HIDDEN VALLEY DR.	NO. SIDE CEDARBROOK DR.	1,484	35	0.28	STCS
FOXTAIL DRIVE	2	S. SIDE STILLMEADOWS DR.	N. SIDE CEDARBROOK DRIVE	794	26	0.15	STCS
STILLMEADOW DRIVE	2	E. SIDE BLUE HILLS DRIVE	33' E. OF FOXTAIL DRIVE	432	26	0.08	STCS
Sun valley							
CHIMNEY ROAD	5	184 FT. E. OF LEON DR.	168' N.W. BARREL SPRINGS	1,768	31	0.33	RSS
LEON DRIVE	5	108' S.E. SUN VALLEY DR.	S. SIDE OF CHIMNEY DR.	1,457	32	0.28	RSS
JON DRIVE	5	S. SIDE FOURTH AVENUE	395 FT. S. SHORT AVENUE	1,064	30	0.20	RSS
FOURTH AVENUE	5	N. TIP CORRAL DRIVE	22 FT. E. SUN VALLEY DR.	4,960	30	0.94	RSS
FIFTH AVENUE	5	35 FT. W. SUN VALLEY DR.	E. SIDE SIDEHILL DRIVE	1,242	24	0.24	STC
SIXTH AVENUE	5	W. SIDE YUKON DRIVE	E. SIDE PEARL DRIVE	4,842	25	0.92	STC
LUPIN DRIVE	5	WEST SIDE OF HONEY BEAR	S. SIDE GEPFORD PARKWAY	1,765	30	0.33	STC
HONEY BEAR DRIVE	5	N. SIDE SECOND & LUPIN	W. SIDE LUPIN DRIVE	1,286	27	0.24	STC
PROSSER WAY	5	S. SIDE FRANKS LANE	N. SIDE OF RAMPION WAY	635	24	0.12	STC
SKAGGS CIRCLE	5	18 FT. E. SUN VALLEY DR.	513 FT. S. SUN VALLEY DR.	495	28	0.09	STC
SECOND AVENUE	5	W. OF HONEY BEAR & LUPIN (S. IN	WEST SIDE OF SIDEHILL DR.	3,558	24	0.67	STC
SIDEHILL DRIVE	5	N. SIDE SECOND AVENUE	730 FT. N. OF QUARTS LANE	9,252	27	1.75	STC
CONTI CIRCLE-SOUTH	5	S. SIDE QUARTZ LANE	483 FT. S. QUARTZ LANE	489	33	0.09	STC
Golden Valley							
MARLIN DRIVE	3	N. SIDE GOLDEN VALLEY DR.	297 FT. N. OF COLT DRIVE	1,257	25	0.24	RSS
WINCHESTER DRIVE	3	WEST SIDE MARLIN DRIVE	338 FT. W. MARLIN DRIVE	338	26	0.06	RSS
WINCHESTER DRIVE	3	E. SIDE OF MARLIN DRIVE	W. SIDE REMINGTON ROAD	1,235	24	0.23	RSS
COLT DRIVE	3	W. SIDE REMINGTON ROAD	E. SIDE MARLIN DRIVE	1,234	24	0.23	RSS
BROWNING DRIVE	3	W. SIDE REMINGTON ROAD	916 FT. W. REMINGTON ROAD	916	24	0.17	RSS
REMINGTON ROAD	3	S. SIDE SHERMAN WAY	S. SIDE WINCHESTER DR.	1,951	23	0.37	RSS
SHERMAN WAY	3	W. SIDE OF ESTATES ROAD	217 FT. W. OF HILLVIEW DR	1,279	25	0.24	RSS

STSC -smooth top chip Seal

RSS -Rapid setting Slurry

Seal -asphalt Seal

RC/RSC -Reconstruction/RSC

Exhibit A

Branch Name	District	From	To	Length	Width	Miles	Product
Lemmon Valley							
CHESAPEAKE DRIVE	5	W. SIDE MATTERHORN BLVD.	E. SIDE OREGON BLVD.	4,626	24	0.88	STCS
IDAHO STREET	5	N. SIDE LEMMON DRIVE	S. SIDE OREGON DRIVE	4,626	25	0.88	STCS
FIR DRIVE	5	SO. SIDE OF NECTAR ST.	S. SIDE OF CHICKADEE DR.	2,627	25	0.50	STCS
DEODAR WAY	5	S SIDE OF ARKANSAS ST.	SO. OF CHICKADEE DR.	5,238	25	0.99	STCS
ALBERT WAY	5	W. SIDE POMPE WAY	E. SIDE RAMSEY WAY	1,302	30	0.25	STCS
CASEY COURT	5	N. SIDE ALBERT WAY	489 FT. N. ALBERT WAY	489	23	0.09	STCS
CASEY COURT	5	466 FT. S. ALBERT WAY	S. SIDE ALBERT WAY	466	25	0.09	STCS
DILLON WAY	5	S. SIDE LEMMON DRIVE	N. SIDE CUNNINGHAM WAY	873	30	0.17	STCS
Black Springs							
KENNEDY DRIVE	5	NO. SIDE OLD US 395	SO. SIDE CORETTA WAY	1,414	32	0.27	Seal
CORETTA WAY	5	W. SIDE OF KENNEDY DRIVE	155 FT. E. MEDGAR AVENUE	677	32	0.13	Seal
CORETTA WAY	5	E. SIDE OF WESTBROOK LANE	6 FT. W. SIDE MEDGAR AVE.	271	32	0.05	Seal
WESTBROOK LANE	5	1236 FT. N. CORETTA WAY	NORTH SIDE OF MALCOM AVE.	1,971	32	0.37	Seal
MEDGAR AVENUE	5	1125 FT. N. OF CORETTA WY	495 FT. S. OF CORETTA WAY	1,653	32	0.31	Seal
MALCOM AVENUE	5	EAST SIDE KENNEDY DRIVE	70 FT. E. OF WESTBROOK LN	324	32	0.06	Seal
Horizon Hills							
BLACKFOOT WAY	5	W. SIDE OF SENECA DRIVE	207 FT. W. OF MANDAN WAY	1,580	24	0.30	Seal
BLACKFOOT WAY	5	E. SIDE OF SENECA DRIVE	194 FT. E. OF SENECA DR.	194	25	0.04	Seal
OSCEOLA COURT	5	N. SIDE OF MOHAWK LANE	514 FT. N. OF MOHAWK LANE	514	24	0.10	Seal
HAIDA COURT	5	EAST OF MAIDAN WAY	329 FT. E. OF MANDAN WAY	329	24	0.06	Seal
MANDAN WAY	5	SO. SIDE BLACKFOOT WAY	NO. SIDE SENECA DRIVE	598	24	0.11	Seal
SAUK COURT	5	W. SIDE KIOWA WAY	403 FT. W. OF KIOWA WAY	403	24	0.08	Seal
HOPI COURT	5	EAST SIDE OF KIOWA WAY	293 FT. E. OF KIOWA WAY	293	25	0.06	Seal
HOPI LANE	5	WEST SIDE KIOWA WAY	262 FT. W. OF KIOWA WAY	262	25	0.05	Seal
KIOWA WAY	5	SO. SIDE OF BLACKFOOT WAY	NO. SIDE SENECA DRIVE	826	24	0.16	Seal
KIOWA WAY	5	SO. SIDE OF SENECA DRIVE	544 FT. SO. OF SENECA DR.	544	25	0.10	Seal
CHIPPEWA COURT	5	WEST SIDE MOHAWK LANE	282 FT. W. OF MOHAWK LANE	282	24	0.05	Seal
CHIPPEWA AVENUE	5	WEST SIDE OF SENECA DRIVE	EAST SIDE OF MOHAWK LANE	2,275	25	0.43	Seal
PAWNEE COURT	5	WEST SIDE OF PAWNEE WAY	127 FT. W. OF PAWNEE WAY	127	37	0.02	Seal
PAWNEE WAY	5	SOUTH SIDE OF CHIPPEWA AV	N.E. SIDE OF MOHAWK LANE	777	24	0.15	Seal
DAKOTA WAY	5	SOUTH SIDE OF CHIPPEWA AV	NORTH SIDE OF MOHAWK LANE	888	25	0.17	Seal
MOHAWK LANE	5	WEST SIDE SENECA DRIVE	179 FT. NO. OF CHIPPEWA AV	2,920	24	0.55	Seal
SENECA DRIVE	5	SO. SIDE OLD HIWAY 395-NO	197 FT. W. OF MANDAN WAY	4,452	24	0.84	Seal

STCS -smooth top chip Seal

RSS -Rapid setting Slurry

Seal -asphalt Seal

PC/PSC -Reconstruction/PSC

Exhibit A

Branch Name	District	From	To	Length	Width	Miles	Product
Cold springs							
BECARD LANE	5	N. SIDE CANNASBACK LANE	108 FT. E. GULL STREET	1,285	26	0.24	RSS
HUMMINGBIRD DRIVE	5	N. SIDE WHITE LAKE PKWY.	E. SIDE SANDPIPER DRIVE	1,990	26	0.38	RSS
DOVE CIRCLE	5	N. SIDE MEADOWLARK DRIVE	252 FT. N. MEADOWLARK DR.	252	24	0.05	RSS
MEADOWLARK DRIVE	5	W. SIDE HUMMINGBIRD DRIVE	S. SIDE EGRET LANE	1,842	26	0.35	RSS
SUNBIRD LANE	5	E. SIDE MACAW LANE	E. SIDE OF BRANT ST.	2,245	33	0.43	STCS
WHIPPOORWILL LANE	5	E. SIDE BRANT STREET	S. SIDE OF WAXWING ST.	1,379	33	0.26	STCS
TOUCAN COURT	5	S.E. SIDE SUNBIRD COURT	233 FT. S.E. SUNBIRD CT.	233	33	0.04	STCS
HEN COURT	5	N.W. SIDE SUNBIRD LANE	133 FT. N.W. SUNBIRD LN.	133	32	0.03	STCS
PUFFIN STREET	5	N. SIDE WHIPPOORWILL LN.	586 FT. N.W. SUNBIRD	1,269	33	0.24	STCS
RAPTOR STREET	5	N.SIDE OF SUNBIRD LN.	151 FT. N. OF SUNBIRD LN.	151	33	0.03	STCS
WAXWING STREET	5	E. OF SUNBIRD LN.	W. CRYSTAL CANYON BLVD.	1,063	33	0.20	STCS
WAXWING COURT	5	E. OF CRYSTAL CANYON BLVD	366' E. CRYSTAL CANYON	366	33	0.07	STCS
OPAL COURT (WEST)	5	W. OF CRYSTAL CANYON BL.	320' W. CRYSTAL CANYON BL	320	33	0.06	STCS
OPAL COURT (EAST)	5	E. OF CRYSTAL CANYON BL.	239' E. CRYSTAL CANYON BL	239	33	0.05	STCS
TOURACO STREET	5	E. OF WHIPPOORWILL LANE	W. SIDE OF CRYSTAL CANYON	776	33	0.15	STCS
TOURACO COURT	5	E. OF CRYSTAL CANYON BL.	308' E. CRYSTAL CANYON BL	308	33	0.06	STCS
CRYSTAL CANYON CT.	5	W. OF CRYSTAL CANYON BLVD	155' W. CRYSTAL CANYON BL	155	34	0.03	STCS
CRYSTAL CANYON CT.	5	E. OF CRYSTAL CANYON BLVD	130' E. CRYSTAL CANYON BL	130	33	0.02	STCS
MAGNETITE DR.	5	N.E. OF AZURITE DR.	E. SIDE AQUAMARINE DR.	2,097	33	0.40	STCS
AMETHYST DRIVE	5	6' N.E. OF CRYSTAL CANYON	W. SIDE OF MAGNETITE DR.	882	33	0.17	STCS
GARNET DR.	5	E. OF CRYSTAL CANYON BLVD	W. SIDE OF MAGNETITE DR.	976	33	0.18	STCS
GARNET PLACE	5	S. SIDE OF GARNET DR.	134' S. OF GARNET DR.	134	33	0.03	STCS
AZURITE DRIVE	5	S. SIDE OF GARNET DR.	15' S. OF MAGNETITE DR.	711	33	0.13	STCS
VERI							
SECOND STREET	5	S. SIDE 3RD ST. - E. INT.	E. SIDE OF BRIDGE ST.	1,212	25	0.23	STCS
SECOND STREET	5	W. SIDE OF BRIDGE ST.	S. SIDE 3RD ST. - W. INT.	770	25	0.15	STCS
FRONT STREET	5	1230' W. OF BRIDGE STREET	624' E. OF BRIDGE STREET	1,854	20	0.35	STCS
CRYSTAL PARK ROAD	5	SO. SIDE OF 3RD STREET	1641' S. OF 3RD STREET	1,641	21	0.31	STCS
CRYSTAL PARK ROAD	5	N.OF CRYSTAL PEAK PARK RD	374' N. CRY. PEAK PARK RD	342	21	0.06	RSS
Gerlach	5						
TRANSFER ROAD	5	SO. SIDE OF HIGHWAY 34	NO. SIDE OF HIGHWAY 447	1,965	24	0.37	STCS
HIGHWAY 447 (81)	5	2387' W. MILE MARKER 106	1182' NW. MILE MARKER 123	88,400	24	16.74	STCS

STCS -smooth top chip Seal

RSS -Rapid setting Slurry

Seal -asphalt Seal

PC/PPC -Reconstruction/PPC

Exhibit A

Branch Name	District	From	To	Length	Width	Miles	Product
Alternate 1 - Hidden Valley							
HIDDEN HIGHLANDS	2	N. SIDE HIDDEN VALLEY DR	N.E. SIDE CEDAR BROOK CT.	1,504	39	0.28	RC/RSS
CEDARBROOK DRIVE	2	W. SIDE OF CLEAR CREEK DR	E. SIDE OF CEDARBROOK CT.	180	35	0.03	RC/RSS
HIDDEN HIGHLANDS	2	S. SIDE HIDDEN VALLEY DR	129' S. OF HIDDEN VALLEY	129	39	0.02	RSS
CEDARBROOK COURT	2	W. OF HIDDEN HIGHLANDS DR	130' W. HIDDEN HIGHLANDS	130	32	0.02	RSS
STILLMEADOW DRIVE	2	33' E. OF FOXTAIL DRIVE	E. SIDE HIDDEN HIGHLANDS	2,934	33	0.56	RSS
FOXTAIL COURT	2	S. OF CEDAR BROOK DR.	214' S. CEDAR BROOK DR.	214	33	0.04	RSS
BLUE HILLS COURT	2	S. OF CEDAR BROOK DR.	240' S. CEDAR BROOK DR.	240	33	0.05	RSS
CLEAR CREEK DR.	2	E. OF HIDDEN HIGHLANDS DR	W. SIDE OF STILLMEADOW DR	1,905	33	0.36	RSS
CLEAR CREEK COURT	2	S. OF CLEAR CREEK DR.	286' S. CLEAR CREEK DR.	286	33	0.05	RSS
CORVUS COURT	2	NW SIDE STILL MEADOW DR.	97' N. STILL MEADOW DR.	94	81	0.02	RSS
STILLMEADOW COURT	2	6' N. STILL MEADOW DR.	112' N. STILL MEADOW DR.	112	61	0.02	RSS
DRY COURT	2	E. PF HIDDEN HIGHLANDS DR	220' E. HIDDEN HIGHLANDS	220	33	0.04	RSS
Alternate 2 -- Incline Village (Moved to 2017)							
PINE CONE CIRCLE	1	S. SIDE LAKESHORE BLVD.	W. SIDE LAKESHORE BLVD.	1,845	16	0.35	STCS
VIVIAN LANE	1	S. SIDE LAKESHORE BLVD.	110'E.FROM E. SIDE VIVIAN	1,129	34	0.21	STCS
FLUME ROAD	1	WEST SIDE PINE CONE ROAD	EAST SIDE PELTON LANE	1,437	24	0.27	STCS
WHEEL ROAD	1	WEST SIDE TRAM WAY	438' WEST OF TRAM WAY	438	28	0.08	STCS
OXEN ROAD	1	SOUTH SIDE FLUME STREET	E. SIDE MILL CREEK ROAD	1,365	23	0.26	STCS
PELTON LANE	1	NORTH SIDE OXEN ROAD	SOUTH SIDE SAWMILL ROAD	757	23	0.14	STCS
SAWMILL ROAD	1	NORTH SIDE FLUME ROAD	20' N. OF PELTON LANE	1,349	47	0.26	STCS
MILL CREEK ROAD	1	WEST SIDE PINE CONE ROAD	EAST SIDE COUNTRY CLUB DR	2,466	24	0.47	STCS
SELBY DRIVE	1	N. SIDE LAKESHORE BLVD.	S. SIDE MILL CREEK ROAD	1,023	24	0.19	STCS
TILLER DRIVE	1	WEST SIDE SELBY DRIVE	178' W. OF SELBY DRIVE	178	22	0.03	STCS
TILLER DRIVE	1	W. SIDE PINE CONE ROAD	EAST SIDE SELBY DRIVE	1,492	24	0.28	STCS
TILLER DRIVE	1	EAST SIDE PINE CONE ROAD	130' E. OF PINE CONE ROAD	130	35	0.02	STCS
PINE CONE ROAD	1	SOUTH SIDE TRAM WAY	NORTH SIDE LAKESHORE BLVD	1,896	26	0.36	STCS

STCS -smooth top chip Seal

RSS -Rapid setting Slurry

Seal -asphalt Seal

RC/RSS -Reconstruction /RSS

AGREEMENT
2016/2017 SLURRY SEAL OF SELECTED STREETS IN WASHOE COUNTY, NEVADA,
PWP-WA-2016-134

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 "2016/2017 SLURRY SEAL OF SELECTED STREETS IN WASHOE COUNTY, NEVADA, PWP-WA-2016-134", prepared by the Department of Community Services, which is attached hereto and incorporated herein as one of the Contract Documents identified in Article 7.

Article 2. Time of Completion

The Work to be performed under this Agreement shall be completed within sixty (60) work days for the Base Bid, Ten (10) additional working days for Alternate No. 1, Fifteen (15) additional working days for Alternate No. 2 and Ten (10) additional working days for Alternate No. 3 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 SEVEN HUNDRED SEVENTY FOUR THOUSAND SEVEN HUNDRED FIFTY SEVEN Dollars (\$3,774,757.00)**. 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 attached hereto and fully incorporated by reference as part of the Contract:

1. Drawings
2. Notice to Contractors
3. Instructions to Bidders
4. Bid Form
5. General Contractor Business Firm Information
6. Bid Bond
7. Preferential Bidder Status
8. List of Subcontractors Submitted with Bid (Five Percent List)
9. Two Hour One Percent List of Responsible Trades
10. Affidavit of Non-Collusion
11. Certification of Bidder, Proposed Contractor or Subcontractor Regarding Debarment, Suspension, Ineligibility or Voluntary Exclusion
12. Certification of Bidder Regarding Penalties for Noncompliance with Nevada Prevailing Wage Requirements
13. Agreement
14. Performance and Completion Bond
15. Labor & Material Payment Bond
16. Hazard Communication Program Contractor Communication Form.
17. General Provisions of the Standard Specifications for Public Works Construction, latest edition, including supplemental General Provisions attached to this document
18. Special Provisions
19. Detail Specifications (Also called Technical Specifications)
20. Attachment 1 - Public Works Construction Insurance
21. Attachment 2 - Current Prevailing Wage Rates - Washoe County
22. Addenda(if necessary)
23. 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.

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

WASHOE COUNTY

Kitty K. Jung, 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 SLURRY SEAL OF SELECTED STREETS IN WASHOE COUNTY, NEVADA PWP-WA-2016-134

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.