



# Department of Administrative Services Purchasing and Contracts

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Sabra Smith Newby, Chief Administrative Officer  
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## CLARK COUNTY, NEVADA BID NO. 603153-13 ANNUAL REQUIREMENTS CONTRACT FOR REPAIR & REPLACEMENT OF CRASH CUSHIONS

November 20, 2013

### ADDENDUM NO. 1

#### INVITATION TO BID

1. The bid opening date of November 22, 2013 at 3:00:00 p.m. **has been changed to December 13, 2013 at 2:15:00 p.m.**
2. **Replace the existing BID Package in its entirety with the attached Revised BID Package. This is now a Prevailing Wage bid pursuant to NRS 338. Please review entire bid document for all changes.**

Should you have any questions regarding this Addendum, I can be reached at (702) 455-4424.

ISSUED BY:

SANDY MOODYUPTON  
Purchasing Analyst

Attachment(s): Revised Bid Package

Cc: Stephan Gross, Public Works  
Allen Pavelka, Public Works

# CLARK COUNTY, NEVADA

## INVITATION TO BID

**BID NO. 603153-13**  
**ANNUAL REQUIREMENTS CONTRACT FOR REPAIR & REPLACEMENT OF CRASH**  
**CUSHIONS**  
**REVISED PER ADDENDUM NO. 1**

NEVADA STATE LABOR COMMISSION PWP NUMBER: CL-2014-92

SCOPE OF WORK: The work to be performed under this contract consists of the repair and or replacement of existing crash cushions Clark County maintains throughout the unincorporated County. Work involves repair of existing crash cushions or replacement of no longer serviceable/repairable crash cushions. The Owner will issue Work Order(s) for all items listed in the bid schedule and the work shall be completed within 21 days from the issuance of the work order, additional time may be allowed on a case by case basis.

A Pre-bid Conference was previously held on **NOVEMBER 5, 2013 at 9:00 a.m.**, at the Clark County Government Center, 500 South Grand Central Parkway, Purchasing and Contracts Division, Fourth Floor, Las Vegas, Nevada 89106.

Bids will be accepted at the Clark County Government Center address specified above, on or before **DECEMBER 13, 2013 at 2:15:00 p.m.**, based on the time clock at the Clark County Purchasing and Contracts front desk.

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PLEASE PUBLISH THE INFORMATION PROVIDED ABOVE THE LINE.

PUBLISHED:  
Las Vegas Review-Journal  
OCTOBER 28, 2013

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# HELPFUL BID INFORMATION

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**DID YOU KNOW THAT IMPORTANT INFORMATION RELATED TO THE PURCHASING PROCESS AT CLARK COUNTY IS AVAILABLE 24-HOURS A DAY, 7 DAYS A WEEK? HERE'S WHERE YOU CAN FIND THIS VALUABLE INFORMATION:**

## INTERNET



All Clark County solicitations are now posted on the Internet at <http://www.ClarkCountyNV.gov/Purchasing>, as well as other important and useful purchasing related information. The solicitations are listed under “**Current Opportunities.**” To locate a specific solicitation browse the list by **Number and/or Title**. You can then click on the selected solicitation **Number**, which will take you to a **Details Page, containing Project Information and links to all Project Related Documents**, with the exception of Construction Specifications and Drawings, which must be obtained directly from the Purchasing and Contracts front desk (see Pick-up and Mail instructions on the previous page).

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## PREBID CONFERENCE ATTENDANCE

### WE WANT YOU!



You have received this “Invitation to Bid” with the anticipation of doing business with Clark County. You are encouraged to attend the pre-bid conference, if one is offered; because it gives you the opportunity to ask questions you may have regarding the bid document, the bid requirements, and the bidding process. At the pre-bid conference, the entire bid document is reviewed and questions from the attendees are answered.

**\* Some pre-bid conferences have a mandatory attendance requirement; please review the bid document carefully.**

The date and time of the pre-bid conference (if applicable) is provided for on the cover page of the bid document. SEE YOU THERE !

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## LOCAL SMALL BUSINESS DEVELOPMENT PROGRAM



The Clark County Purchasing and Contracts Division established a Business Development Program to assist local minority, women, and other small and disadvantaged business enterprises (M/W/SBE) to understand how to do business with Clark County. This program is based on the current laws and County purchasing policies and is dedicated to providing information in the effort to expand the economic prospects in the local M/W/SBE business community, while promoting full and open competition in all purchasing activities. If you have questions concerning how to prepare a bid, research information that is available to you or you would like to discuss business opportunities within Clark County, please contact Adleen Stidhum at telephone number (702) 455-7155 or via email at [abs@ClarkCountyNV.gov](mailto:abs@ClarkCountyNV.gov).

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## DISCLAIMER



The prospective bidder is responsible for obtaining all addenda, correspondence, CD data, and any other documentation issued by Clark County. Clark County is not responsible for the accuracy or completeness of any documentation the Bidder receives from **any source** other than Clark County Purchasing and Contracts Division.

# I – INSTRUCTION TO BIDDERS

BID NO. 603153-13

## ANNUAL REQUIREMENTS CONTRACT FOR REPAIR & REPLACEMENT OF CRASH CUSHIONS REVISED PER ADDENDUM NO. 1

1. PROJECT SCOPE OF WORK

The work to be performed under this contract consists of the repair and or replacement of existing crash cushions Clark County maintains throughout the unincorporated County. Work involves repair of existing crash cushions or replacement of no longer serviceable/repairable crash cushions. The Owner will issue work order(s) for all items listed in the bid schedule and the work shall be completed within 21 days from issuance of work order, additional time may be allowed on a case by case basis.

2. PRE-BID AND BID OPENING DATES

Previously held Pre-Bid Meeting – November 5, 2013; 9:00 a.m., Gold Conference Room  
Bid Opening – December 13, 2013; 2:15:00 p.m., Gold Conference Room

3. DESIGNATED CONTACTS

DESIGNATED CONTACTS FOR QUESTIONS	ENTITY/COMPANY	CONTACT NAME	WORK REFERENCE #	TELEPHONE NUMBER	FAX NUMBER
Special provisions, technical specifications, or drawings	Clark County Public Works	Stephen Gross	603153-13	(702) 455-7540	(702) 435-4702
Invitation to Bid, bonds, insurance requirements (Purchasing Analyst)	Clark County Purchasing and Contracts Division	Sandy Moody-Upton, CPPB	603153-13	(702) 455-4424	(702) 598-4244

4. CONTACT WITH COUNTY DURING BIDDING PROCESS

Communication between a Bidder and a member of the BCC, or between a Bidder and a non-designated COUNTY contact, regarding this bid is prohibited from the time the bid is advertised until the bid is recommended for award of a contract. Questions pertaining to this Invitation to Bid shall be addressed to the designated contact(s) specified above. Failure of a Bidder, or any of its representatives, to comply with this paragraph may result in its bid being rejected.

5. DEFINITIONS

- A. **Addendum:** A written document issued by COUNTY, via the Purchasing and Contracts Division, prior to the submission of bids which modifies or clarifies the Bidding Documents by additions, deletions, clarifications, or corrections.
- B. **BCC:** The Clark County Board of County Commissioners.
- C. **Bid (Bidder):** An offer, in response to a solicitation by COUNTY, to supply goods or services at a specific price and within a specified time period.
- D. **Bid (COUNTY):** A competitive solicitation by COUNTY to procure goods or services in accordance with Nevada Revised Statutes (NRS) 332.
- E. **Bid Form:** Standard printed form given to Bidders that must be completed and submitted back to COUNTY with the required information for evaluation of the bid, in correct format and sequence. Bid pages are identified herein as "Bid Form" and contain a black line in the right margin.
- F. **Bid Submittal:** Bid Form pages, Bid Security (if required), and all required attachments.
- G. **Bidder(s):** A supplier who submits a bid to COUNTY.
- H. **Bidding Documents:** May include but are not limited to, the Invitation to Bid, Instructions to Bidders, General Conditions, Special Conditions, Technical Specifications, Contract Requirements and Forms, Bid Forms/Attachments, Exhibits, Specifications/Special Provisions and Drawings, and any Addenda issued prior to the date designated for receipt of bids, as applicable.

- I. **CONTRACT:** Contract documents include the Bidding Documents, CONTRACTOR'S Bid Form, all Addenda, CONTRACTOR'S bonds and insurance and Notice of Award letter.
- J. **Contractor:** The person or entity identified as such in the Contract and is referred to throughout the Contract documents as Contractor or Contractor. Contractor shall mean the Prime Contractor or its authorized representative as defined by Nevada Revised Statute 616A.285.
- K. **COUNTY:** The term used throughout these documents to mean County of Clark, Nevada.
- L. **F.O.B. Destination:** Designates the seller will pay shipping cost and remain responsible for the goods until the buyer takes possession.
- M. **Governing Body:** Used throughout these documents to mean the Clark County Board of Commissioners.
- N. **Lot:** A group of items similar in nature and bought individually, all items in a lot must be bid on to be a responsible bidder considered for award.
- O. **Nevada Revised Statutes (NRS):** The current codified laws of the State of Nevada. Nevada law consists of the Constitution of Nevada (the state constitution) and Nevada Revised Statutes. The Nevada Supreme Court interprets the law and constitution of Nevada.
- P. **No Substitute:** Means there is only one brand name product that is acceptable to perform the function required by the using department.
- Q. **Purchasing Administrator:** The Clark County Purchasing Administrator or their designee responsible for the Purchasing and Contracts Division.
- R. **Purchase Order:** The formal authorization by COUNTY for seller to provide goods or services to COUNTY. The formal CONTRACT takes precedence over any conflicting terms and conditions contained in the purchase order.
- S. **Repair:** Corrective actions required to ensure proper operation of existing equipment, up to and including replacing of said equipment.
- T. **Rural:** Clark County has towns outside of the urban valley which include, but are not limited to: Laughlin, Moapa Valley, Sandy Valley, and Indian Springs.
- U. **Subcontractor/Independent Contractor: Any individual, agent, firm, sole proprietor, or corporation to whom the Prime Contractor subcontracts any part of the project. There is no contractual relationship between the Owner and the above-mentioned Subcontractor who perform work or services for the Prime Contractor.**
- V. **CONTRACTOR:** Bidder who is the lowest responsive, responsible or best Bidder, to whom the Governing Body or the authorized representative has authorized the award of the CONTRACT.
- W. **Urban:** This includes the contiguous urban Las Vegas Valley.

6. BIDDER'S REPRESENTATION

- A. **Each Bidder by submitting their Bid represents that:**
  - 1. Bidder has read and understands the Bid Documents and asserts that its Bid is made in accordance therewith and shall be considered a firm offer for a period of 120 calendar days following the opening of bids. The Bidder's offer may expire at the end of the 120 calendar day's period.
  - 2. Bidder is familiar with the local conditions under which the work is to be performed.
  - 3. Prior to submission of the Bid, the Bidder shall ascertain that it has received all Addenda issued. The Bidder shall acknowledge receipt of each Addendum by completing the acknowledgment space provided on the Bid Form.

**B. Nevada State Contractor's Board Licensing**

1. Bidders for this work must be qualified and properly licensed to perform the particular work pursuant to the provisions of the Nevada Revised Statutes Chapter 624. Failure to comply shall result in rejection of the Bidder. Nevada Contractor's License number and dollar limit must be indicated on the Bid Form page. Should there be a protest regarding the applicability of the low Bidder's Contractor's license to the scope of the project, it shall be the low Bidder's responsibility to obtain an opinion from the State Contractor's Board at its next meeting. Bidders are reminded that, per NRS 624.3015, bidding on a contract for work in excess of its limits or beyond the scope of its license is grounds for disciplinary action by the State Contractors Board.
2. The Bidder(s), and the successful Contractor(s), and their Subcontractor/Independent Contractors, shall comply with all provisions of Nevada Revised Statutes, Chapter 624, during the bidding phase and Nevada Administrative Code, Chapter 624, through completion of the project.

**C. Addenda and Interpretations**

1. If it becomes necessary to revise any part of this bid, a written Addendum will be provided to all known Planholders. COUNTY is not bound by any oral representations, clarifications, or changes made to the written specifications by COUNTY'S employees, unless such clarification or change is provided to Planholders in written Addendum form from the Purchasing and Contracts Division.
2. Bidders shall take no advantage of any apparent error or omission in the Bidding Documents. In the event the Bidders discover such an error or omission, they shall immediately notify COUNTY. COUNTY will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Bidding Documents through the issuance of an Addendum.
3. Addenda shall be sent via mail, certified mail, or fax, and will be made available for pick up to all known Planholders.
4. Copies of Bidding Documents, including any Addenda, will be made available for inspection at the Purchasing and Contracts Division.
5. Bidders shall verify receipt of all addenda issued by COUNTY prior to submission of their bid.

**7. SUBMITTAL OF BID – REQUIRED DOCUMENTS**

The following documents, together, comprise a Bid: The Bid Form and all Stipulated Bid Attachments shall be included in the envelope containing the bid. Omission of, or failure by a Bidder to complete any portion of the required documents, or fail to include them in the bid envelope at the time of Bid Opening, may be cause to reject the bid.

**A. Bid Form**

1. Bidder shall complete and include all Bid Form pages, and all stipulated Bid Attachments, all of which have a black bar on the right margin, as part of its bid submittal.
2. **Subcontractors/Independent Contractors Information**
  - a) Due to the nature of this Contract, Subcontractors will be required to be listed at time each Work Order form is completed, not at the time of bid submittal.
  - b) The list(s) required above must include a description of the labor or portion of the work which each Subcontractor named in the list will provide to the Bidder (Prime Contractor), and when the Bidder (Prime Contractor) **will perform any of the labor or portions of the public work.**
  - c) If a Prime Contractor does not submit the list(s) required above, its Bid may be deemed not responsive.
  - d) Owner shall verify through the Nevada State Contractors' Board only that information required pursuant to NRS 338.141 as provided by the Bidders. Any Bidder or Subcontractor questioning licensing or utilization of any Subcontractor(s) shall direct their inquiries to the Nevada State Contractors' Board with a copy of all correspondence to the Owner. The Owner will not conduct any investigations regarding the Bidders' (Prime Contractor) relationships with Subcontractors.

- e) Pursuant to NRS 338.13895 and 338.145, a Subcontractor who is named in the Bid for the Contract as a Subcontractor who will provide a portion of the work on the public work pursuant to NRS 338.141, and is not properly licensed for that portion of the work shall be deemed unacceptable, and the contractor shall provide an acceptable Subcontractor.
- f) Contractor shall not substitute any person for itself or a Subcontractor who is named on the required list(s) except as provided pursuant to NRS 338.141.
- g) If a Contractor substitutes a Subcontractor for any Subcontractor who is named in the Bid without complying with the provisions of NRS 338.141; the Contractor shall forfeit, as a penalty to the Owner, an amount equal to one percent (1%) of the total amount of the contract.
- h) If a Contractor indicated pursuant to NRS 338.141 that he or she would perform a portion of work on the public work and, after the submission of the Bid, substitutes a Subcontractor to perform such work; the Contractor shall forfeit as a penalty to the Owner, the lesser of, and excluding any amount of the contract attributable to change orders the following:
  - (1) An amount equal to 2.5 percent of the total amount of the contract; or
  - (2) An amount equal to 35 percent of the estimate by the engineer of the cost of the work the contractor indicated pursuant to NRS 338.141 that he or she would perform on the public work.
- i) Contractor agrees that it will assume responsibility for acts or omissions of its subcontractors and of persons either directly or indirectly employed by them, as they are responsible for the acts or omissions of persons directly employed by the Contractor. Nothing contained in the contract documents shall create any contractual relation between Subcontractor and the Owner.
- j) Per NRS 338.140.1.d, the Contractor agrees to provide, upon the Owner's request, copies of any or all contracts that it may have with its Subcontractor(s), to be used to determine the price of additional work performed pursuant to change orders, to evaluate claims for costs incurred for the performance of additional work, and/or to prepare for potential mediation or litigation.

**3. Non-Discrimination and Fair Employment Practices**

a) Discrimination:

The Board of County Commissioners is committed to promoting full and equal business opportunity for all persons doing business in Clark County. The CONTRACTOR acknowledges that COUNTY has an obligation to ensure that public funds are not used to subsidize private discrimination. CONTRACTOR recognizes that if the Contractor or their Subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other protected status; COUNTY may declare CONTRACTOR in breach of CONTRACT, terminate CONTRACT, and designate CONTRACTOR as non-responsible.

b) Fair Employment Practices:

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, age, disability, national origin, or any other protected status. Such agreement shall include, but not be limited 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.

The Contractor further agrees to insert this provision in all subcontracts hereunder. Any violation of such provision by a Contractor shall constitute a material breach of this Contract.

c) The Bid form requests information regarding the Prime Contractor's, Subcontractor's, and Material Supplier's Business Enterprise Groups (BEG) and Ethnicity Status. The Business Enterprise Categories are defined as follows:

**(1) MINORITY OWNED BUSINESS ENTERPRISE (MBE):**

An independent and continuing business for profit, which performs a commercially useful function and is at least 51 percent owned and controlled by one or more minority persons of

African-American (AA), Hispanic American (HA), Asian-Pacific American (AX) or Native American (NA) ethnicity.

**(2) WOMEN OWNED BUSINESS ENTERPRISE (WBE):**

An independent and continuing business for profit, which performs a commercially useful function and is at least 51 percent owned and controlled by one or more women.

**(3) PHYSICALLY-CHALLENGED BUSINESS ENTERPRISE (PBE):**

An independent and continuing business for profit, which performs a commercially useful function and is at least 51 percent owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

**(4) SMALL BUSINESS ENTERPRISE (SBE):**

An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

**(5) NEVADA BUSINESS ENTERPRISE (NBE):**

Any Nevada business, which has the resources necessary to sufficiently perform identified County projects, and is owned or controlled by individuals that are not designated as socially or economically disadvantaged.

**(6) BUSINESSES IN OTHER STATES - LARGE BUSINESS ENTERPRISE (LBE):**

An independent and continuing business for profit that performs a commercially useful function and is not located in Nevada.

**(7) VETERAN OWNED ENTERPRISE (VET):**

A Nevada business at least 51% owned/controlled by a veteran.

**(8) DISABLED VETERAN OWNED ENTERPRISE (DVET):**

A Nevada business at least 51% owned/controlled by a disabled veteran.

**The information provided by the Bidder is for the Owner's information only, as requested by the Board of County Commissioners.**

If there are any questions regarding these business categories, their utilization, and local small business development program, please contact Adleen Stidhum at telephone number (702) 455-7155.

- 4. Bids submitted shall be on the forms provided by Owner. All figures must be written in ink or typewritten. Figures written in pencil or erasures are not acceptable. Any interlineation or alteration must be initialed by a person authorized to bind the Bidder to a contract. If the person making said interlineation, alteration or erasure is not the same person who signs the Bid Form, such person must be authorized by the person who signs the Bid Form.

**8. SUBMISSION OF BIDS**

**All bids must be submitted in a sealed envelope plainly marked with the name and address of the Bidder and the bid number and project title in the upper left hand corner.** No responsibility will attach to COUNTY, or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a bid which is not properly addressed and identified. **FAXED BIDS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.**

The following are detailed delivery/ mailing instructions for bids:

HAND DELIVERY

Clark County Government Center  
500 South Grand Central Parkway  
Purchasing and Contracts Division, 4th Floor  
Las Vegas, Nevada 89106

U.S. MAIL DELIVERY

Clark County Government Center  
Attn: Purchasing and Contracts, 4th Floor  
500 South Grand Central Parkway  
P.O. Box 551217

EXPRESS DELIVERY

Clark County Government Center  
Attn: Purchasing and Contracts, 4th Floor  
500 South Grand Central Parkway  
Las Vegas, Nevada 89106

Las Vegas, Nevada 89155-1217

**Regardless of the method used for delivery, the Bidder shall be wholly responsible for the timely delivery of its bid. Overnight Mail use must use the EXPRESS DELIVERY instructions**

**Any bids submitted via a third party courier must be sealed in a separate envelope for courier's packaging to allow for proper recording of receipt.**

**Bidders and other interested parties are invited to attend the bid opening.**

Bids are time-stamped upon receipt. Bids submitted must be time-stamped **no later than 2:15:00 p.m.** on the bid opening date. Bids time-stamped after 2:15:00 p.m., based on the time clock at the Clark County Purchasing and Contracts front desk will be recorded as late, remain unopened and be formally rejected. Overnight mail must use the 89106 zip code. Bidders and other interested parties are invited to attend the bid opening.

9. WITHDRAWAL OF BID

A. **Before Bid Opening:**

Bidders may request withdrawal of a submitted, sealed bid prior to the scheduled bid opening time provided the request for withdrawal is submitted in writing to the Purchasing Analyst.

B. **After Bid Opening:**

COUNTY may allow a Bidder intended for award to withdraw its bid during the firm offer period due to a mistake of fact on the part of the Bidder or its employee(s) in preparing its bid. Such Bidder, upon discovery of the mistake, must immediately notify COUNTY in writing of such mistake. The notice to COUNTY must include: (1) a request to withdraw its bid, (2) a detailed description of the exact nature of the mistake, (3) an explanation of exactly how and why the mistake occurred, (4) and an explanation of the corrective action that was, or will be implemented by the Bidder to eliminate the possibility of future mistakes. If the above requested information is not adequately provided to COUNTY'S satisfaction, the Bidder shall be prepared to meet with COUNTY within twenty-four (24) hours of notification by COUNTY to further review the Bidder's request for withdrawal of its bid. In any case of a withdrawal, COUNTY may require that Bidder forfeit its bid security to COUNTY.

10. TIE-BIDS

A tie-bid is defined as an instance where bids are received from two (2) or more Bidders who are the low Bidders, and their offers are identical. Bids must be identical in all evaluation areas; e.g., price, quality, delivery, terms, and ability to supply, etc. If any of these areas are not identical, it is not considered a tie-bid, and COUNTY can justify awarding to the Bidder with the lowest responsive and responsible bid.

The procedure for tie-bids is to hold a public drawing and award the bid to the winner of the draw in accordance with the Method of Award clause in the Instructions to Bidders. When a drawing is necessary, the Bidders involved will be contacted with the time and place of the drawing. Attendance is not mandatory for the drawing. An impartial witness will be present at the drawing.

11. EVALUATION OF BIDS AND AWARD

B. **Award: Unit Prices**

In the event there are unit price bid items provided in the Bid Form, and the total indicated for a unit price bid item does not equal the product of the unit price and quantity, the unit price shall govern and the total will be corrected accordingly. Mathematical errors in the Bid shall be corrected by Owner. A Bidder who fails to quote a unit price for all items may be deemed non-responsive due to an incomplete bid. If there is no cost for a unit price, the Bidder shall enter a "0" or write the words "NO COST."

C. **Intent to Award**

The Owner will issue a formal letter of Intent to Award to the low responsive responsible and/or best Bidder. The Bidder shall utilize this letter to obtain the bonds required by NRS 339.025. This statute requires that before any Public Works contract is awarded and becomes binding, the Contractor shall furnish bonds and insurance.

D. **Award Determination**

All responsive and responsible bids received are considered firm offers for ninety (90) calendar days after the date of bid opening and may be considered for award. Award shall be made to the lowest responsive, responsible and/or best bidder based upon Total Bid Amount on a Lot by Lot basis. Bidders must quote all items within a Lot and agree to provide the insurance specified herein to be responsive and considered for award.

The determination of award may involve all or some of the following factors: price; conformity to specifications; financial ability to meet the Contract; previous performance; facilities and equipment; experience; and other objective and accountable factors which are reasonable and in accordance with the requirements of the Nevada Revised Statutes.

Rejection of bid(s) may be recommended to the Governing Body for any of (but not limited to) the following causes:

1. Failure to use the Bid Form(s) furnished by the Owner.
2. Lack of signature by an authorized representative on the Bid Form(s).
3. Failure to properly complete the Bid Form(s).
4. Evidence of collusion among Bidders.
5. Omission of Bid Security, in an acceptable form.
6. Unauthorized alteration of Bid Form(s).
7. Failure to fill out the Disclosure of Ownership/Principals form.
8. Reports of prior County required contracts.

Owner reserves the right to waive any minor informality or irregularity.

**E. Disclosure of Ownership/Principals**

Any bidder recommended for award of a contract by the Board of County Commissioners is required to provide the information on the attached "Disclosure of Ownership/Principals" form. The form must be submitted to COUNTY within twenty-four (24) hours after request. Failure to fill out the subject form by the Bidder shall be cause for rejection of the bid.

**F. Award of Contract**

This bid will not be awarded or considered entered into until the Governing Body or its authorized representative has authorized the award and CONTRACTOR has properly executed and submitted the required proof of insurance, the required bonds, and any other required submittals. Upon receipt of these required documents, in acceptable form, the Contract is considered binding, and the Purchasing Manager or her designee will issue an Award Letter. The bid will then become a binding contract.

**12. BONDS AND INSURANCE REQUIREMENTS**

CONTRACTOR shall obtain the bonds and maintain through the Contract term the insurance coverage required in Exhibit A, incorporated herein by this reference. CONTRACTOR shall comply with the terms and conditions set forth in Exhibit A. The cost of the insurance coverage shall be included in the bid amount.

**Bidders are strongly urged to fax the bonds, insurance, and insurance certificate to their respective agents before the bid opening. CONTRACTOR must provide these within seven (7) business days from date of faxed letter of Intent to Award. COUNTY will assess the liquidated damages for submission of incorrect documents which are not corrected and returned by the 7th business day.**

- a. Insurance and surety companies issuing certificates of insurance and bonds must be licensed by the State of Nevada Insurance Division and certificates of insurance and bonds must be issued by an appointed producer of insurance pursuant to Nevada Revised Statute Chapter 683A.
- b. CONTRACTOR shall provide all submittals requested in this section within seven (7) business days. If CONTRACTOR does not provide the submittals on or before the 7th business day, or fails to keep the bonds or insurance policies in effect or allows them to lapse, CONTRACTOR will pay to the COUNTY the amount of **\$100.00** per day as liquidated damages.

**13. FAILURE TO MAINTAIN COVERAGE**

If CONTRACTOR fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order CONTRACTOR to stop the work, declare CONTRACTOR in breach, suspend or terminate CONTRACT, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. COUNTY may collect any replacement insurance costs or premium payments made from CONTRACTOR or deduct the amount paid from any sums due CONTRACTOR under CONTRACT.

14. PROTESTS

Any Bidder who bids on a contract may file a written protest regarding the awarding of contract with the Purchasing Analyst within five (5) business days after the recommendation to award a contract is issued by the Owner or authorized representative. The protest must include a written statement setting forth the specific reasons the Bidder submitting the protest believes the applicable provisions of the law were violated. The Bidder filing the protest shall be required, at the time the protest is filed, to post a bond with a good and solvent surety authorized to do business in this state, or submit other security, defined as a cashiers check, money order or certified check, to the Owner who shall hold the bond or other security until a determination is made on the protest. A bond posted or other security submitted with the protest must be in an amount equal to the lesser of:

- A. 25% of the total value of the base bid submitted by the Bidder filing the protest; or
- B. \$250,000.

The protest filed in accordance with these provisions operates as a stay of action in relation to the award of this contract until a determination is made by the Governing Body on the protest.

A subcontractor may not seek any type of judicial intervention until the Governing Body has made a determination on the protest and awarded the Contract.

Neither the Governing Body nor the authorized representative is liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a Bidder, whether or not the person files the protest pursuant to this clause.

If the protest is upheld, the bond posted or other security submitted with the protest must be returned to the Bidder who submitted the protest. If the protest is rejected a claim may be made against the bond or other security by the Owner in an amount equal to the expenses incurred by the Owner because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the Bidder who posted the bond or submitted the security.

15. REJECTION OF BID

The Governing Body reserves the right to waive any informality or irregularity in any bid received, to reject any and/or all bids, and to rebid.

16. FEDERAL, STATE, LOCAL LAWS

All Bidders, CONTRACTOR, Subcontractors and any other person(s) who provides labor, equipment, materials, supplies or services for the public work, shall comply with the requirements of all applicable federal, state, and local laws relative to conducting business in Clark County including, without limitation, any applicable licensing requirements, labor and health laws, requirements for the payment of sales and use taxes on equipment, materials and supplies provided for the public work, and including NRS 338 as amended, if applicable. The laws of the State of Nevada will govern as to the interpretation, validity, and effect of this bid, its award, and any contract entered into.

17. COLLUSION AND ADVANCE DISCLOSURES

Pursuant to 332.820 evidence of agreement or collusion among Bidders and prospective Bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, shall render the bids of such Bidders void.

Advance disclosures of any information to any particular Bidder which gives that particular Bidder any advantage over any other interested Bidders, in advance of the bid opening, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body or an employee or representative thereof, shall operate to void all bids received in response to that particular request for bids.

18. RESPONSIBILITY OF CONTRACTOR

- A. It is understood that in the performance of the services herein provided for, Contractor shall be, and is, an independent Contractor, and is not an agent, representative or employee of Owner and shall furnish such services in its own manner and method except as required by this Contract. Further, Contractor has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by Contractor in the performance of the services hereunder. Contractor shall be solely responsible for, and shall indemnify, defend and hold Owner harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.

- B. Contractor shall be fully and solely responsible for safety and health conditions for conducting all operations under this contract and at all times in such a manner as to avoid the risk of endangerment to health, bodily harm to persons, and damage to property. Contractor shall continually and diligently inspect all equipment, materials and work to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions Contractor shall furnish all safety equipment, supplies and instructions required for the work and enforce the proper use of such by its employees, agents, subcontractors and any and all sub-tier levels and suppliers. Contractor shall notify the Owner in writing of the name of their assign employee responsible for safety and health including a twenty-four hour telephone number prior to commencement of work. Contractor shall comply with all requirements of Nevada Revised Statute Chapter 618, Occupational Safety and Health, Nevada Administrative Code Chapter 618 and have established an **active** Safety Program in accordance therewith.
- C. Contractor acknowledges that the Owner has an obligation to ensure that public funds are not used to subsidize private discrimination. Contractor recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other protected status; the Owner may declare the Contractor in breach of the Contract, terminate the Contract, and designate the Contractor as non-responsible.
- D. Contractor acknowledges that Contractor and any Subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of the Owner, and that they shall not be entitled to any of the benefits or rights afforded employees of Owner, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. Owner will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of Contractor or any of its officers, employees or other agents.
- E. The Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the Contractor, their principals, officers, employees, agents, Subcontractors and suppliers required to complete this Contract. In performing the specified services, Contractor shall follow practices consistent with generally accepted professional and technical standards.
- F. It shall be the duty of the Contractor to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. Contractor will not produce a work product that violates or infringes on any copyright or patent rights. The Contractor shall, without additional compensation, correct or revise any errors or omissions in its work products. Permitted or required approval by the Owner of any products or services furnished by Contractor shall not in any way relieve the Contractor of responsibility for the professional quality and technical accuracy and adequacy of its work. Owner's review, approval, acceptance, or payment for any of Contractor's services herein shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and Contractor shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to Owner caused by Contractor's performance or failures to perform under this Contract.
- G. Contractor shall appoint a qualified employee who will manage the performance of services, should this employee be unable to complete his or her responsibility for any reason, the Contractor will immediately replace him or her with a qualified person and inform the Owner in writing.
- H. As built drawings and related specifications shall become and remain the property of the Owner. Copies of the drawings and specifications retained by the Owner may be utilized only for its use and for occupying and maintaining the project for which they were prepared, and not for construction of any other project. A copy of all materials, information and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by Contractor during the performance of services for which it has been compensated under this Contract, shall be delivered to Owner's representative upon completion or termination of this Contract, whichever occurs first. Owner shall have the right to reproduce all non-copy write protected documentation supplied pursuant to this Contract.
- I. The Contractor agrees that its officers, employees, Subcontractors and suppliers will cooperate with the Owner in the performance of services under this Contract and will be available for consultation with Owner at such reasonable times with advance notice as to not conflict with their other responsibilities.
- J. The Contractor agrees to provide the information on the attached "Disclosure of Ownership/Principals" form prior to any contract award by the Board of County Commissioners.
- K. The rights and remedies of the Owner provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Contract.

19. RESPONSIBILITY OF OWNER

- A. The Owner agrees that its officers, employees, and contracted firms will cooperate with Contractor in the performance of services under this Contract and will be available for consultation with Contractor at such reasonable times with advance notice as to not conflict with their other responsibilities and in accordance with the communication methodology defined by the Owner.
- B. Owner's Departmental Responsibilities:
1. The Owner's Department of Administrative Services, Purchasing and Contracts Division will administer the bid solicitation, pre-bid conference, issue addenda, bid opening, bid protest, evaluation, Nevada State Contractors Board license compliance, bonds and insurance, Notice of Award of contract, prevailing wage rate compliance, and obtainment of governing body approval of fully executed change order(s), subcontractor substitutions, assignment of contractual rights, and any Notice to Remedy and Contract Termination. The Owner's departmental representative assigned to administer the contract with the design professional (Architect/Engineer) shall review and approve all documents prior to presenting them to the Purchasing and Contracts Division for advertising a notice to bid and prior to release of a formal addenda.
  2. Upon the issuance of a written Work Order Notice of Award, the services performed by Contractor under this Contract shall be subject to contract administration for compliance with the terms of this Contract by Owner's departmental representative assigned at the preconstruction meeting and/or as instructed in the written Work Order Notice to Proceed. Owner's departmental representative shall provide all contract administration including issuance of the written Work Order Notice to Proceed for commencement of work/services, substitutions ("or equal"), coordination with design professional and construction management firm, progress payment evaluation(s), invoice approval, payments, surety performance inquirers, negotiations and signature authority for change order(s), punch list(s), Notice of Substantial Completion, warranty inspections, corrective action notices, project conflicts, disputes, mediation demands. Additionally shall administer and coordinate the Owner's design professional, construction management firm or other Owner contracted firm(s). Owner's departmental representative responsibilities under this Contract may be delegated to appropriate staff members or a third party firm, and shall notify the Contractor in writing before the effective date of each such delegation.
- C. The review comments of Owner's representative may be reported in writing as needed to Contractor. It is understood that Owner's representative's review and oral comments do not relieve Contractor from the responsibility for the timely completion, professional quality and technical accuracy of all work delivered under this Contract unless modified through a formal written change order(s) approved by the governing body.
- D. Clark County staff (including but not limited to those) from Development Services, Real Property Management, Public Works and/or their contracted staff will perform unscheduled site visits to validate that the workers performing the electrical and plumbing work are in compliance with requirements of the Building Administrative Code, Chapter 22.2.

20. DISCLAIMER

The prospective Bidder is responsible for obtaining all addenda, correspondence, CD data, and any other documentation issued by Clark County. Clark County is not responsible for the accuracy or completeness of any documentation the Bidder receives from **any source** other than Clark County Purchasing and Contracts Division.

## II -GENERAL CONDITIONS

BID NO. 603153-13

### ANNUAL REQUIREMENTS CONTRACT FOR REPAIR & REPLACEMENT OF CRASH CUSHIONS REVISED PER ADDENDUM NO. 1

#### 1.1 NOTICE(S) TO PROCEED

##### A. **Notice to Proceed (for Work)**

After receipt of all required post-bid bonds and proof of insurance, and any other required post-bid submittals, the Purchasing and Contracts Division will issue a Notice of Award which authorizes the Contractor to immediately execute the required contracts with equipment and material supplier(s), required Subcontractors, and apply for and obtain any necessary permits. The Department of Public Works Traffic Division will issue work orders which constitutes a Notice to Proceed to commence the work.

#### 1.2 TIME: COMPLETION OF PROJECT

A. Time is of the essence and failure to meet the specified time to complete the work to be performed shall constitute a breach of the Contract and may result in termination of the Contract.

B. The Contractor, upon becoming the awarded Contractor, shall commence the work to be performed on the date set by the Owner's departmental representative in the written Work Order, continuing the work in accordance with the approved schedule and shall complete the entire work within 21 calendar days from receipt of a Work Order, additional time may be allowed on a case by case basis. Any costs associated with the overtime, which may be required to complete the project in time, and/or milestones specified shall be solely the responsibility of the Contractor and shall have been included in the bid amount(s).

1. In addition, where applicable, reference to time shall be in accordance with Section 108, "Prosecution and Progress" of the Uniform Standard Specifications for Public Works Construction Off-Site Improvements, Clark County Area, Nevada, Third Edition, and revisions thereto.

2. The time specified above represents no overtime requirement. The scheduling of overtime for this project is solely the responsibility of the Contractor. The Owner is not responsible for any additional costs related to overtime work performed.

##### C. **Contractor's Performance of Work**

The Contractor shall perform all work as may be necessary to complete the contract in a satisfactory and acceptable manner, and unless otherwise provided, shall furnish all transportation, materials, equipment, tools, labor or incidentals necessary to complete the work in the best possible and most expeditious manner.

##### D. **Liquidated Damages**

1. In case of failure on the part of the CONTRACTOR to deliver the product or service within the time specified, or with such additional time as may be granted by the formal action of COUNTY, CONTRACTOR shall pay to COUNTY, as liquidated damages, \$100.00 per calendar day. This sum shall be considered as reimbursement, in part, to COUNTY for the loss of the use of the items agreed to in this document. The liquidated damages shall be deducted from the next invoice from CONTRACTOR or billed to CONTRACTOR directly. This shall not preclude the recovery of any other damages which can be reasonably estimated.

##### 2. **Owner's Recovery of Bidder's Preference Liquidated Damages**

If the Owner determines that the Contractor has failed to comply with a requirement certified in its Public Works Bidder's Preference Affidavit, the Owner may seek to recover by civil action Liquidated Damages for material breach of the contract in the amount of one percent (1%) of the contract price.

#### 1.3 CONSUMPTION ESTIMATES

The quantities appearing in the Bid Form are approximate only and are prepared for the solicitation of bids. Payment to the Contractor will be made only for the actual quantities of items furnished in accordance with the bid and it is understood that the scheduled quantities of items to be furnished may be increased, decreased or omitted without, in any way, invalidating bid prices.

1.4 FISCAL FUNDING OUT

Owner reasonably believes that funds can be obtained sufficiently to make all payments during the term of this contract. If Owner does not allocate funds to continue the purchase of the product and/or service, this contract shall be terminated when appropriated funds expire.

1.5 INITIAL TERM

The initial term of this contract shall be from date of award through December 31, 2014.

1.6 CONTRACT RENEWAL

Owner reserves the option to renew this contract for an additional three (3), one-year period(s) from its expiration date.

1.7 CONTRACT EXTENSION

Owner reserves the option to temporarily extend this contract for up to 3 months from its expiration date for any reason.

1.8 INVOICING

Invoicing for bid items are to be sent to the location as identified in the purchase order(s). Invoices are to be sent within 90 calendar days of the delivery of the product or completion of the work. Invoices for payment not submitted within this time period will not be considered for payment. Payment of invoices will be made within 30 calendar days, unless otherwise specified, after receipt of an accurate invoice that has been reviewed and approved by the applicable department's authorized representative.

All invoices should include the following information:

- A. Company Name
- B. Complete Address (including street, city, state, and zip code)
- C. Telephone Number
- D. Contact Person
- E. Itemized description of products delivered (including quantities) or services rendered (including dates)
- F. Clark County Purchase Order Number
- G. Company's Tax Identification Number
- H. Bid Number
- I. Itemized pricing and total amount due (excluding Sales and Use Tax)
- J. Percentage Discounts/ Payment Terms (if offered)
- K. Company's Invoice Number

The Contractor is responsible to insure that all invoices submitted for payment are in strict accordance with the price(s) offered on the Bid Form. If overcharges are found, the Owner may declare the Contractor in breach of the contract, terminate the contract, and designate the Contractor as non-responsible if responding to future invitations to bid.

## 1.9 ESCALATION

Fixed Price: During the life of this contract, there may be a general published price change. In the event of a decrease, Owner shall receive the benefit of this change. In the event of an increase, Owner may allow, upon presentation of suitable proof and 30 calendar days advance written notification, an increase over bid price. Increases will apply only to products and/or services affected by an increase in a raw material, labor, or another like cost factor. No increase shall be allowed during the first contract term, only one increase may be requested during each renewal period. Price increases shall not be retroactive. All written escalation requests should be sent to all of the Owner's designated contacts as specified in this bid document. Only one (1) written escalation request(s) will be accepted from the Contractor on an annual basis.

### □ Distribution of Line Items **Attachment 5**

If the price of an individual line item contains more than one element (i.e. labor, product or transportation) the Distribution of Line Item Price Form shall be completed for that line.

## 1.10 PERMITS AND FEES

The Contractor shall determine and secure and pay for all fees and permits which may include, but not be limited to the following: building permit; plan check fee; dust control permit; sanitation/sewer; storm water pollution, water; tortoise; and other permits, connection and governmental fees; licenses; and all special inspections necessary for proper execution and completion of the work, unless otherwise specified. Contractors shall direct questions to the designated contacts specified in the Instructions to Bidders.

## 1.11 UTILITIES

The Contractor shall, at its expense, arrange for, develop and maintain all utilities in work areas to meet the requirements of the Contract. Such utilities shall be furnished by Contractor at no additional cost to the Owner, unless otherwise specified in this bid document.

## 1.12 STANDARDS AND CODES

- A. Wherever references are made in the Contract to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Contract shall apply to the work of the project, unless otherwise expressly set forth. Unless otherwise specified, reference to such standards or codes is solely for implementation of the technical portions of such standards and codes.
- B. Where applicable, reference to the Uniform Standard Specifications shall mean the Uniform Standard Specifications for Public Works Construction, Off-Site Improvements, Clark County Area, Nevada, Third Edition and revisions thereof, excluding Sections 102 and 103 of Division One, and/or the latest adopted Editions of the Uniform Building Code, Plumbing Code, Electrical Code, Fire Code, and Mechanical Code.
- C. In case of conflict among any of the above referenced Specifications standards and codes, or between any referenced standards and codes and the Special Provisions reference is made to Section 105, Subsection 105.04 of the Uniform Standard Specifications for Public Works Construction, Off-Site Improvements, Clark County Area, Nevada, Current Edition, and revisions thereto, unless otherwise specified in the General Conditions.

## 1.13 TAXES

Contractor shall pay all taxes, levies, duties and assessments of any nature that may be applicable to any work under this Contract. The contract amount and any approved change orders amounts shall include all taxes imposed by law. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds the Owner harmless from any liability regarding any and all such taxes, levies, duties, assessments and deductions.

## 1.14 ASSIGNMENT OF CONTRACTUAL RIGHTS

It is agreed that the Contractor will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without prior written consent of Owner and any sureties.

## 1.15 GOVERNING ORDER OF BIDDING AND CONTRACT DOCUMENTS

- A. The bidding and contract documents include various divisions, sections, and conditions, which are essential parts for the work to be provided by the Contractor. A requirement occurring in one is as binding as though

occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of a discrepancy, the following precedence will govern:

1. Permits required by law from other agencies, and/or the County, issued to the Contractor, and/or the County.
  2. Change orders, supplemental contracts and amended contracts.
  3. Instructions to Bidders, including any addenda.
  4. General Conditions, including any addenda.
  5. Special Provisions, including any addenda.
  6. Contract Drawings, including any addenda.
  7. Uniform Standard Specifications for Public Works Construction Off-Site Improvements, Clark County Area, Nevada, Third Edition, and all revisions through date of advertisement.
  8. Uniform Standard Drawings for Public Works Construction Off-Site Improvements, Clark County Area, Nevada, and all revisions through date of advertisement.
- B. Notwithstanding the above, if a permit provision conflicts with a provision in items 2-8, above, the more stringent provision controls.
- C. Notwithstanding the above, a change order, supplemental agreement or amended agreement takes precedence over a more stringent permit if the permitting agency approves in writing.
- D. Notwithstanding the above, in the event of a conflict between addenda, the more recent addenda controls.
- E. Notwithstanding the above, approved revisions to contract drawings, specifications and drawings will take precedence over items 5, 6, 7 and 8 respectively. Detailed contract drawings shall have precedence over general plans.
- F. The Contractor shall not take advantage of any apparent error or omission in the contract drawings or specifications. In the event the Contractor discovers such an error or omission, the Contractor shall immediately notify the Engineer/Architect. The Engineer/Architect will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications.

1.16 INDEMNITY

- A. Notwithstanding the insurance coverage required herein, Contractor hereby indemnifies and shall defend and hold harmless Owner, its officers, employees, agents and, if applicable, its construction manager, its officers and employees, NV Energy, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses whatsoever of any kind or nature whether arising before or after completion of the work hereunder and in any manner directly and indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence whether active or passive by Contractor, or anyone contracted with or acting under its direction or control, or in its behalf in connection with or incident to the performance of this Contract.

Contractor's aforesaid indemnity and hold harmless obligations, or portions or applications thereof, shall apply even in the event of the fault or negligence, whether active or passive, of the parties indemnified or held harmless to the fullest extent permitted by law, but in no event shall they apply to liability caused by the willful misconduct of the parties indemnified or held harmless.

- B. Contractor agrees to indemnify, defend, and hold harmless the Owner, its officers and employees, from any and all claims by Contractor's employees or its subcontractors' employees, for work-related injuries arising out of the performance of the contract.

1.17 ADA REQUIREMENTS

All work performed or services rendered by the successful Contractor must comply with the Americans with Disabilities Act standards adopted by Clark County. All facilities built prior to January 26, 1992 must comply with the Uniform Federal Accessibility Standards; and all facilities completed after January 26, 1992 must comply with the Americans with Disabilities Act Accessibility Guidelines. It shall be the responsibility of the successful Contractor to advise the Owner should the Owner's requirements not meet the appropriate accessibility standards

## 1.18 AUDITS

The performance of this contract by the Contractor is subject to review by the Owner to insure contract compliance. The Contractor agrees to provide the Owner any and all information requested that relates to the performance of this contract. All requests for information shall be in writing to the Contractor. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of contract and be cause for suspension and/or termination of the contract.

## SECTION 2: MATERIALS:

### 2.1 PATENT INDEMNITY

- A. Contractor hereby indemnifies and shall defend and hold harmless Owner, its officers, employees, agents and, if applicable, its construction manager, its officers, and employees, respectively, from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by Owner and its construction manager, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the equipment or materials furnished under the contract by Contractor, or out of the processes or actions employed by, or on behalf of Contractor in connection with the performance of the contract. Contractor shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by Owner or its construction manager; provided that Owner or its construction manager shall have notified Contractor upon becoming aware of such claims or actions, and provided further that Contractor's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by Owner or its construction manager.
- B. Contractor shall have the right, in order to avoid such claims or actions, to substitute at its expense non infringing equipment, materials, or processes, or to modify such infringing equipment, materials and processes so they become non infringing, or obtain the necessary licenses to use the infringing equipment, material or processes, provided that such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of this Contract.

### 2.2 SUBSTITUTIONS ("OR EQUAL")

#### A. **Policy**

1. Prior to proposing any substitute material, product, or service, Contractor shall satisfy itself that the material, product, or service proposed is, in fact, equal to that specified. Contractor may only request a substitution if a material or product will fit into the space allocated, affords comparable ease of operations, maintenance and service, that the appearance, and longevity is equal to or better than the material or product specified; or that the substitution of such material, product, or service by reason of cost savings, reduced construction time, or similar demonstrable benefit will be in Owner's interest.
2. The burden of proof of equality of a proposed substitution for a specified material, product, or service shall be upon Contractor. Contractor shall support its request with sufficient test data and other means to permit Owner to make a fair and equitable decision on the merits of the proposal. Contractor shall submit drawings, samples, data and certificates for proposed substitute materials. Any material, product, or service by a manufacturer other than those specified or of brand name or model number or of generic species other than those specified will be considered a substitution. Owner will be the sole judge of whether or not the substitution is equal in quality, utility and economy to that specified.
3. Approval of a substitution shall not relieve the Contractor from responsibility for compliance with all requirements of the Contract. Contractor shall bear the expense for any changes in other parts of the work caused by any substitutions.
4. Materials, products or service proposed as substitutions for specified items shall be supported by certification of their approval for use by any or all governmental agencies having jurisdiction over use of the specific material, product or service.
5. Substitutions will not be permitted in those instances where the product is intended to accommodate artistic design, specific function or economy of maintenance.

**B. Procedure**

Should the Contractor wish to use any material, product, or service other than those specified by brand or trade name, it shall, within **10 calendar days** after award of the contract, submit to the Owner authorized representative, a written request for substitution accompanied by all data necessary for the Owner authorized representative to determine whether the requested substitution is equal to the specified material, product, or service. If the Contractor fails to submit written requests within **10 calendar days** after the award of the contract, no substitutions will be allowed. The submission of a request to substitute a material, product, or service gives rise to no obligation on the part of the Owner to accept such substitute, or to determine such substitute to be the equal of that specified.

The Owner authorized representative will have a reasonable amount of time to review requests for substitution and make a recommendation to the Owner. Should the substitute be acceptable to the Owner, an authorization will be written allowing the provision of the substitute material, product, or service. No substitution will be allowed which will increase the Contract amount.

**2.3 DELIVERY, UNLOADING AND STORAGE**

Contractor shall receive, unload, store in a secure place, and deliver from storage to the construction site all materials and equipment required for the performance of the Contract. The storage facilities and methods of storing shall meet Owner's approval. Materials and equipment subject to degradation by exposure shall be stored in a suitable enclosure provided by Contractor.

**2.4 PAYMENT OF MATERIAL**

A. At the discretion of the Owner, payment for materials on hand may be made when a paid invoice is presented to the Owner authorized representative for inclusion with the estimate, provided the materials meet the requirements of the plans and specifications, and are stored under acceptable storage conditions. Payment for materials on hand does not alter the responsibility of the Contractor for all materials until final acceptance of the work.

**2.5 WARRANTY**

A. Unless otherwise provided elsewhere in the Contract, all materials and equipment incorporated into any work covered by the contract shall be new, and where grade is not specified, shall be of the most suitable grade of their respective kinds for their intended use, and all workmanship shall be in accordance with construction practices acceptable to Owner. Unless otherwise provided in the contract, Contractor warrants all equipment, materials, and labor furnished or performed under this contract against defects in design, materials (unless furnished by Owner), and workmanship for a period of **12 months** (unless longer guarantees or warranties are provided for in the contract in which case the longer periods of time shall prevail) from the date of Substantial Completion, regardless of whether the same were furnished or performed by Contractor or by any of its subcontractors of any tier. Upon receipt of written notice from Owner of any defect in any such equipment, materials, or labor during the applicable warranty period, due to defective design, materials or workmanship, the affected item or parts thereof shall be redesigned, repaired or replaced by Contractor at a time acceptable to Owner.

B. Contractor shall perform such tests as Owner may require verifying that such redesign, repairs and replacements comply with the requirements of this Contract. All costs incidental to such redesign, repair, replacements and testing, including the removal of any barrier, necessary to gain access, shall be borne by Contractor.

C. Contractor warrants such redesigned, repaired or replaced work against defective design, materials and workmanship for a period of 12 months from and after date of acceptance thereof. Should Contractor fail to promptly make the necessary redesign, repair, replacement, and tests, Owner may perform or cause to be performed the same at Contractor's expense. Contractor and its surety or sureties shall be liable for the satisfaction and full performance of the warranties as set forth herein.

## SECTION 3: LABOR

### 3.1 PREVAILING WAGES

- A. The Contractor and Subcontractors shall be bound by and comply with all federal, state and local laws with regard to minimum wages, overtime work, hiring and discrimination, including NRS 338.020 through 338.090. The Contractor shall ensure that all employees on the work are paid in accordance with the CURRENT PREVAILING WAGE RATES AS APPROVED BY THE STATE LABOR COMMISSIONER, whenever the actual value of the contract totals \$100,000 or more. Bidders are responsible to identify and use the correct prevailing wage rates, including any addenda, as well as all the forms needed to comply, as specified on the State of Nevada Labor Commissioner's web site: <http://www.laborcommissioner.com>, or by calling (702) 486-2795. Per NAC 338.040, after a contract has been awarded, the prevailing rates of wages in effect at the time of the opening of bids remains in effect for the duration of the project. **Please note that if a change order causes a contract to exceed \$100,000, the Owner will audit the entire contract period.**
- B. In accordance with NRS 338.013.3, the Contractor shall report to the Labor Commissioner and the Owner the name and address of each subcontractor performing work on the project within 10 days after the subcontractor commences work on the project and the identifying (PWP) number for the public work.
- C. In accordance with NRS 338.060 and 338.070, the Contractor shall forfeit as a penalty to the Owner, amounts specified in NRS 338.060, for each calendar day or portion thereof that each workman employed on the Owner's project is paid less than the designated rate for any work done under the contract by the Contractor or any Subcontractor under it. If the Contractor or any Subcontractor on the project fails to submit the certified payroll reports to the Owner within **15 calendar days** after the end of the month, the Contractor shall forfeit as a penalty to the Owner, amounts specified in NRS 338.060, for each calendar day or portion thereof for each workman employed on the project during the reporting period. The Labor Commissioner shall establish a sliding scale based on the size of the Contractor's business to determine the amount per worker per day to be imposed. Any Contractor or Subcontractor, or agent or representative thereof, performing work on the project, who neglects to comply with the prevailing wage, is guilty of a misdemeanor. If a penalty is imposed, in addition to any penalties allowed by NRS 338.060, the Prime Contractor shall reimburse Owner for all costs associated with wage complaint investigations for the project, including but not limited to, actual staff time, materials used, and attorneys fees.
- D. In accordance with NRS 338.070, Contractor and each Subcontractor shall keep or cause to be kept:
1. An accurate record showing for each worker employed by the Contractor or Subcontractor;
    - a) The name of the worker;
    - b) The occupation of the worker;
    - c) If the worker has a driver's license or identification card, an indication of the state or other jurisdiction that issued the license or card; and
    - d) The actual per diem, wages, and benefits paid to the worker; and
  2. An additional accurate record showing for each worker employed by the Contractor or Subcontractor who has a driver's license or identification card;
    - a) The name of the worker;
    - b) The driver's license or identification card number of the worker; and
    - c) The state or other jurisdiction that issued the license or card.

The records maintained pursuant to the requirements indicated above must be open at all reasonable hours to inspection by the Owner. The Contractor, and all Subcontractors, shall ensure that a copy of each record for each calendar month, together with a cumulative summary of the percentage of workers that hold a valid driver's license or identification card issued by the State of Nevada, is received by the Owner no later than 15 days after the end of the month. The copy of the record maintained pursuant to paragraph one (1) of this section must be open to public inspection, as provided in NRS 239.010. The copy of the record maintained pursuant to paragraph two (2) of this section is **confidential and not open to public inspection**. The Contractor, or any Subcontractor or agent or representative thereof, doing work on the Project who neglects to comply with the terms of this provision is guilty of a misdemeanor. A copy of the records of work performed on the Project by the Contractor and each Subcontractor shall be submitted to the Owner at the following address:

Clark County Government Center  
Purchasing and Contracts Division, 4<sup>th</sup> Floor  
Attn: Construction Compliance Officer  
500 South Grand Central Parkway  
P.O. Box 551217  
Las Vegas, Nevada 89155-1217

Attached are sample forms that may be used to document the above required information.

Two years after Project's final payment is made by the Owner; the records in Owner's possession may be destroyed.

E. **The Contractor shall comply with the requirements of NRS 338.020 and post in a generally visible place to the Workmen, the Nevada Prevailing Wage Rates and all addenda.**

F. **Certified Payroll Reports:** Pursuant to NRS 338.070, on any public work contract awarded for more than \$100,000, the Contractor and each Subcontractor are required to keep an accurate record showing the name, the occupation and the actual per diem, wages and benefits paid to each workman employed by it in connection with the public work.

Each contractor and every lower-tier subcontractor will be required to submit certified payrolls and other labor compliance documentation electronically at the discretion of and the manner specified by Clark County. Each contractor and subcontractor will be given a Log On identification and password to access the Clark County reporting system at [www.LCPtracker.net](http://www.LCPtracker.net). In the event that electronic reporting is not required for a project, the Contractor will be notified after the award of the contract.

Use of the LCPtracker system may entail additional data entry of weekly payroll information including; employee identification, labor classification, total hours worked and hours worked on this project, wage and benefit rates paid, etc. The contractor's payroll and accounting software might be capable of generating a 'comma delimited file' that will interface with the software.

This requirement will be 'flowed down' to every lower-tier subcontractor and supplier/vendor required to provide labor compliance documentation.

The Contractor and each Subcontractor are required to submit a copy of the record for each calendar month to the Owner no later than 15 calendar days after the end of the month for the purposes of public inspection. Contractor shall be responsible for coordinating the submittal of all the certified payroll reports for the project, including its reports and the reports of all the subcontractors who are performing work on the project. A Contractor shall not withhold from a subcontractor the sums necessary to cover any penalties withheld from the Contractor by the public body because the Contractor failed to submit certified payroll reports within 15 calendar days after the end of the month if the Subcontractor provided certified payroll reports to the Contractor within 10 calendar days after the end of the month or the date agreed upon by the Contractor and Subcontractor. The Contractor shall submit the Owner's copy of its certified payroll and the certified payroll of each of the subcontractors performing work on the project, utilizing LCPtracker or the Contractor shall submit paper copies if notified.

Certified Payroll Reports will be available for public viewing. The Construction Compliance Officer may be contacted at (702) 455-5252 to view the reports.

### 3.2 WORKING HOURS/OVERTIME

The normal business day for COUNTY'S employees is 6:30 a.m. to 3:00 p.m. PST, Monday through Friday, except legal holidays, as specified in this document. At COUNTY'S discretion, seasonal adjustments in the hours of the normal business day may be made.

The normal jobsite hours of access are 7:00 a.m. to 4:00 p.m. PST, Monday through Friday. At COUNTY'S discretion, seasonal adjustments in the hours of the normal business day may be made.

All work necessary to be performed after regular working hours, on weekends or legal holidays, shall be performed without additional expense to the Owner.

The Contractor shall pay for the overtime of all Owner's agents and employees who, as a result of the Contractor's operation, are required to perform inspection, surveying or testing beyond the normal hours, as specified above, and during legal holidays of the Owner, as specified above. Should the Contractor elect to work on a holiday, and needs the County to inspect, the Contractor shall prearrange inspection by written request at least 48 hours in advance.

The Contractor shall not be required to pay for the overtime of the Owner's agents and employees if such hours are required by the work of the Contract.

3.3 STATE OF NEVADA LEGAL HOLIDAYS

CONTRACTOR is advised that below there are ten (10) firm legal holidays and eleven (11) when December 31st falls on Friday.

Martin Luther King's Birthday  
Presidents' Day  
Memorial Day  
Independence Day  
Labor Day  
Nevada Admission Day  
Veteran's Day  
Thanksgiving Day and the Friday After  
Christmas Day  
New Year's Day

CONTRACTOR is required to verify dates with COUNTY'S representative prior to the commencement of work.

3.4 COPELAND ANTI-KICK BACK ACT

The Contractor shall comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 CFR Part 3). This act provides that each Contractor or Subcontractor shall be prohibited from inducing by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which it is otherwise entitled.

3.5 NON-DISCRIMINATION / FAIR EMPLOYMENT PRACTICES

A. Discrimination:

The BCC is committed to promoting full and equal business opportunity for all persons doing business in Clark County. The Contractor acknowledges that the Owner has an obligation to ensure that public funds are not used to subsidize private discrimination. The Contractor recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other protected status, the Owner may declare the Contractor in breach of the contract, terminate the contract, and designate the Contractor as non-responsible.

B. Fair Employment Practices:

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 or age. Such agreement shall include, but not be limited 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.

The Contractor further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials. Any violation of such provision by a Contractor shall constitute a material breach of this Contract.

3.6 PREFERENTIAL EMPLOYMENT

All contractors shall comply with the preferential employment provisions of NRS 338.130 for public works contracts. This law requires that, when the qualifications of applicants are equal, that preference be given: First, to honorably discharged soldiers, sailors, and marines of the United States who are citizens of the State of Nevada; second, to other citizens of the State of Nevada. If the provisions of NRS 338.130 are not complied with by the Contractor, this contract is void, and any failure or refusal to comply with any of the provisions of NRS 338.130 renders this contract void.

### 3.7 SUBCONTRACTOR/INDEPENDENT CONTRACTOR

- A. Contractor represents that it is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly licensed, equipped, organized and financed to perform such work. Contractor shall act as an independent Contractor and not as the agent of Owner in performing the Contract. The Contractor shall maintain complete control over its employees and all of its Subcontractors. Nothing contained in this Contract or any subcontract awarded by Contractor shall create any contractual relationship between any such Subcontractor and Owner. Contractor shall perform all work in accordance with its own methods subject to compliance with the Contract.
- B. Any subcontract entered into by the Contractor and its Subcontractor or Material Supplier shall not create any contractual relationship between the Owner and Subcontractor or Material Supplier. It is the Contractor's responsibility to ensure all subcontract agreements and material supply contracts comply with the terms and conditions set forth in this Contract and applicable Statutes. If the Contractor submitted with its Bid a signed and notarized Affidavit, the Contractor must include in each contract between the Contractor and Subcontractor the apportionment of Bidder's Preference Liquidated Damages assessed (General Conditions Section 1, 2. (D)).

### 3.8 REPORTING OF ALLEGED VIOLATIONS OF THE LAW

The Contractor should have a written policy that protects employees from retaliation for reporting alleged violations of the law.

### 3.9 LABOR STRIFE

The Contractor shall not cause or condone labor strife that may jeopardize the timely and efficient completion of public construction projects.

### 3.10 ELIGIBILITY FOR PREFERENCE IN BIDDING

The OWNER shall award the Contract to the Bidder who submits the best Bid as defined by NRS 338.147 and, in doing so will consider the Bidder's eligibility for a bidding preference as defined by NRS 338.147 and Assembly Bill 144 of the 76th Session of the 2011 Nevada Legislature (A.B. 144), which became law effective April 27, 2011. Eligibility for the preference will be established if the Bidder, at the time of Bid: 1) possesses a certificate of eligibility from the State Contractor's Board; and 2) submits the "Affidavit Pertaining to Preference Eligibility" form, attached hereto as Attachment No. 3, included as part of the Bid Documents and hereafter incorporated into the Contract. A person or entity who believes that a Contractor is not entitled to receive preference in bidding on public works under Nevada Law may: 1) challenge the validity of the certificate of eligibility by filing a written objection with the Owner in compliance with NRS 338.147 (13) within three (3) business days after the Bid opening; or 2) file a written objection with the Owner setting forth proof or substantiating evidence to support the belief that the Contractor has failed to comply with A.B. 144. In evaluating an objection to the certificate of eligibility, the Owner shall comply with the requirements of NRS 338.147 (14).

### 3.11 BIDDERS RECEIVING PREFERENCE

- A. If the Contractor submitted with his or her Bid a signed and notarized "Affidavit Pertaining to Preference Eligibility" form, and fails to comply with any of the requirements certified in the Affidavit, such failure is a material breach of the Contract and entitles the Owner to liquidated damages in the amount of one percent (1%) of the Contract Price.
- B. A person or entity who believes that the Contractor that obtained a preference bidding by submitting with his or her Bid a signed and notarized Affidavit has failed to comply with a requirement certified in the Affidavit, may file a "written objection" with the Owner that sets forth proof or substantiating evidence to support the belief of the person or entity that the Contractor has failed to comply.
- C. If the Owner receives a written objection from a person or entity that a Contractor who submitted an Affidavit with his or her Bid has failed to comply with a requirement certified in the Affidavit, the Owner shall determine whether the objection is accompanied by the required proof or substantiating evidence. If the Owner determines that the objection is not accompanied by the required proof or substantiating evidence, the Owner shall dismiss the objection. If the Owner determines that the objection is accompanied by the required proof or substantiating evidence or if the Owner on its own initiative determines that the required proof or substantiating evidence exists, the Owner shall determine that the Contractor has failed to comply with a requirement certified in his or her Affidavit, the Owner may seek to recover by civil action liquidated damages for material breach of the Contract in the amount of one percent (1%) of the Contract Price.
- D. If the Contractor submitted with his or her Bid a signed and notarized Affidavit, the Contractor must:

1. Each Contract between the Contractor and a Subcontractor must provide for the apportionment of liquidated damages to be assessed if a person other than the Contractor is responsible for a breach of the Affidavit. The apportionment of liquidated damages must be in proportion to the responsibility of each party for the breach
2. Submit copies of the vehicle registration for all vehicles used primarily for the Work. For vehicles that are not registered in the State of Nevada, submit documentation confirming that the vehicle is registered and partially apportioned to Nevada pursuant to the International Registration Plan, as adopted by the DMV pursuant to NRS 706.826. The documentation required by this subparagraph shall be provided no later than 30 calendar days following the first use of a vehicle on the Site and shall be supplemented as necessary during the course of the work to comply with the requirements certified by the Affidavit. Attached is a sample form that may be used to submit the documentation.
3. Submit a monthly report of all Suppliers of materials used for the Project with company name and address. Report shall be submitted no later than 15 calendar days following the end of each month during the course of the Work. A report showing the information in cumulative summary form shall be provided as a condition of Final Completion.

#### **SECTION 4: SITE SAFETY AND SECURITY**

##### **4.1 RESPONSIBILITY FOR WORK SECURITY**

- A. Contractor shall at all times conduct all operations under the Contract in a manner to avoid the risk of loss, theft, or damage by vandalism, sabotage or damage of other means to any property. Contractor shall promptly take all reasonable precautions which are necessary and adequate against any conditions which involve a risk of loss, theft or damage to its property, the Owner's property, and the work site. Contractor shall continuously inspect all its work, materials, equipment, and facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination, and correction of any such conditions.
- B. Contractor shall comply with all applicable laws and regulations. Contractor shall cooperate with Owner on all security matters and shall promptly comply with any project security requirements established by Owner. Such compliance with these security requirements shall not relieve Contractor of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner Contractor's obligation to undertake reasonable action as required to establish and maintain secure conditions at the site.
- C. Contractor shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to Owner in a timely manner.

##### **4.2 CONTRACTOR SITE RESPONSIBILITIES**

- A. Unless otherwise specifically provided in the Contract, Contractor shall not do any work that would disrupt or otherwise interfere with the operation of any pipeline, telephone, electric transmission line, ditch or other structure, nor enter upon lands in their natural state until approved by Owner. Before Contractor begins such work, it shall give due notice to Owner of its intention to start such work. Contractor shall not be entitled to any extension of time, or any extra compensation on account of any postponement, interference or delay caused by any such line, ditch or structure on or adjacent to the site of work.
- B. Contractor shall preserve and protect all cultivated and planted areas, and vegetation such as trees, plants, shrubs and grass on or adjacent to the premises, which, as determined by Owner, do not unreasonably interfere with the performance of its work through operation of equipment or stockpiling of materials. All costs in connection with any repairs or restoration necessary or required by reason of any such damage shall be borne by Contractor.
- C. Owner reserves the right to permit access to the site by other contractors if necessary. Contractor shall cooperate and coordinate with Owner as needed.

#### 4.3 CONSTRUCTION SAFETY

Neither the Owner nor its employees, agents, Architect/Engineer or construction management firm shall be responsible for safety on the project site, including but not limited to, providing or assuring a safe place for the performance of construction, methods of construction employed by any Contractor, subcontractor, supplier or other entity, or their partners, officers, agents, employees or volunteers or access, visits, use work, travel or occupancy by any person.

##### A. General

1. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.
2. In an emergency affecting the safety of life or of the Work or of adjoining property, the Contractor shall follow the instructions of the Owner or Consulting Architect or Engineer and, in the absence of such instruction, shall act at its discretion to prevent such threatened loss or injury.

##### B. Protection of Persons

1. The Contractor shall take all reasonable precautions for the safety of all employees on the Work and all other persons who may be affected thereby. The Contractor shall designate a responsible member of its organization at the Project site whose duty shall be prevention of accidents.
2. Except as otherwise stated in the Contract Documents, if the Contractor encounters on the Project site material reasonably believed to be asbestos, lead, or polychlorinated biphenyl (PCB), that Contractor shall immediately stop work in the area affected and give notice to Owner and any other appropriate entity of the condition. Work in the affected area shall not be resumed without written direction by the Owner.

#### 4.4 CLEANING UP

- A. Contractor shall, at all times, keep the work area in a neat, clean, and safe condition. Upon completion of any portion of the work, Contractor shall promptly remove all of its equipment, construction plant, temporary structures and surplus materials not to be used at or near the same location during later stages of work. Upon completion of the work and before final payment is made, Contractor shall, at its expense, satisfactorily dispose of all plant, buildings, rubbish, unused materials, and other equipment and materials belonging to it or used in the performance of the work, and Contractor shall leave the premises and work site in a neat, clean, and safe condition. In the event of Contractor's failure to comply with the above requirements may be accomplished by Owner at the Contractor's expense.
- B. In the case of Public Works Off-Site Construction Reference to use of completed portions of the work, shall conform to Section 107 of the Uniform Standard Specifications for Public Works Construction, Off-Site Improvements, Clark County Area, Nevada, Third Edition, and revisions thereto.

#### 4.5 FIRE PREVENTION

- A. Contractor shall comply with all Federal, State, and local laws and regulations pertaining to burning, fire prevention, and control within or adjacent to the project. Necessary precautions to avoid and eliminate fire hazards shall be the responsibility of the Contractor.
- B. All tarpaulins used for any purpose during construction of any work shall be made of material resistant to fire, water, and weather and shall bear UL labels. Lighting of any fires on premises is strictly forbidden.
- C. Contractor shall provide portable fire extinguishers compatible with the hazard of each work area and shall instruct its personnel in their location and use. Wherever welding and burning are conducted, inflammable materials shall be protected and a fire watch shall be provided by Contractor to be present during the burning and welding operation to ensure that protective measures are taken and no fires result from such operation. The fire watch shall have fire extinguisher equipment readily available and must be knowledgeable regarding proper use.

**SECTION 5: PROJECT COST AND WAGES****5.1 CHANGE ORDERS**

The Contractor shall comply with all provisions and conditions which are required by the Contract for change order(s) which increase the Contract amount. Contractor represents that change order(s) will include all related costs prior to presentation to the Owner for consideration. Retroactive change order(s) will be rejected. Work which is specifically required by the Owner or its representative, and which is in addition to work required by the Contract, will be charged against a formal change order executed by both parties. Then the work defined shall commence as directed by the Owner's representative. Change order(s) may not exceed 10 percent of the original Contract amount without prior approval by the Governing Body, with the following conditions:

A. The Contractor shall submit proposals and/or billings for materials and/or labor for all additional work requested on the following basis, and in all cases the Contractor shall conform to the following requirements, and costs shall be limited to those set forth below:

1. Products and Materials

- a. The costs of products and materials to the Contractor or Subcontractor, less any applicable trade discounts.
- b. Where the Prime Contractor supplies products and materials to the Owner directly, the Prime Contractor will be allowed to add a maximum of 10 percent overhead and profit in its billing to the Owner.
- c. Where the Subcontractor supplies products or materials to the Owner, through the Prime Contractor, the Prime Contractor will be allowed to add a maximum of 10 percent overhead and profit for the Subcontractor, and above that, five percent (5%) overhead and profit for itself in its billing to the Owner.
- d. The Owner reserves the right to request copies of any invoice(s), including those from the originating supplier(s), Subcontractor(s), or manufacturer(s).
- e. No overhead and profit will be allowed on any applicable taxes.

2. Labor

- a. Where the Prime Contractor supplies labor to the Owner directly, the Prime Contractor will be allowed to add a maximum of 15 percent overhead and profit in its billing to the Owner.

Labor costs shall be in compliance with the prevailing wage rates as specified above in Section 3, Labor, Item A.1.

- b. Where the Subcontractor supplies labor to the Owner, through the Prime Contractor, the Prime Contractor will be allowed to add a maximum of 15 percent overhead and profit for the subcontractor; and above that, a maximum of 10 percent overhead and profit for itself in its billing to the Owner.

Labor costs shall be in compliance with the prevailing wage rates as specified above in Section 3, Labor, Item A.1.

- c. The Owner reserves the right to request copies of any invoice(s) or time sheet(s) relevant to labor charged.
- d. Should a contract originally awarded for less than \$100,000 be increased over that amount through the issuance of change order(s), the Contractor shall then comply with all provisions and requirements of the Prevailing Wage Rates and represents that change order(s) will include labor and all related costs prior to presentation to the Owner for consideration. Retroactive change order(s) will be rejected.

**SECTION 6: PROJECT COMPLETION****6.1 USE OF COMPLETED PORTIONS OF WORK**

- 1.1 Whenever, as determined by Owner, any portion of work performed by Contractor is in a condition suitable for use, Owner may initiate a certificate of substantial completion for that portion and take possession of, or use such portion.
- 1.2 Such use by Owner shall in no case be construed as constituting final acceptance, and shall neither relieve Contractor of any of its responsibilities under the Contract, nor act as a waiver by Owner of any of the conditions thereof, provided that Contractor shall not be liable for the cost of repairs, rework or renewals which may be required due to ordinary wear and tear resulting from such use. However, if such use increases the cost, or delays the completion of remaining portions of work, Contractor shall be entitled to an equitable adjustment mutually agreed upon prior to Owner taking possession.
- 1.3 If, as a result of Contractor's failure to comply with the provisions of the Contract, such use proves to be unsatisfactory to Owner, Owner shall have the right to continue such use until such portion of work can, without injury to Owner, be taken out of service for correction of defects, errors, omissions, or replacement of unsatisfactory materials or equipment, as necessary for such work to comply with contract; provided that the period of such operation or use pending completion of appropriate remedial action shall not exceed 12 months, unless otherwise mutually agreed upon in writing between the parties.
- 1.4 Contractor shall not use any permanently installed equipment unless such use is approved by Owner in writing. Where Contractor's written request is granted for the use of certain equipment, Contractor shall properly use and maintain, and upon completion of its use, and at its expense, recondition such equipment to the satisfaction of Owner.
- 1.5 If Owner furnished an operator for such equipment, such operator's services shall be performed under the complete direction and control of Contractor and shall be considered Contractor's employee for all purposes other than the payment of such operator's wages, workers' compensation or other benefits paid directly or indirectly by Owner.
- F. Use of completed portions of off-site improvements shall be done in accordance with Section 107 of the Uniform Standard Specifications for Public Works Construction, Off-Site Improvements, Clark County Area, Nevada, Third Edition, and revisions thereto.

**6.2 TESTING, INSPECTIONS, AND FINAL ACCEPTANCE**

- A. When Contractor considers that all work under the Contract is complete, Contractor shall inform Owner in writing. When the results of inspection and testing satisfy Owner that all work under the Contract is completed and in accordance with the requirements of this Contract, Owner shall initiate the Notice of Completion process.
- B. The date of final acceptance of the project shall be the date upon which the Owner accepts and issues a Notice of Completion for the project.
- C. All warranties, guarantees and other applicable requirements designated in the Contract documents shall commence on the date of final acceptance of the project by the Owner as defined herein except that Owner, upon written request, may approve earlier commencement dates for system, equipment, or other specific items of work.

**6.3 CONTRACT TERMINATION**

- A. Termination by the Owner for Cause
  1. The Owner may terminate the Contract for Construction if the Contractor:
    - a) Fails to maintain Bonding, Nevada State Contractor's Board License, Worker's Compensation Insurance, insurance coverage for limits as defined in the contract documents; or
    - b) Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials; or
    - c) Persistently disregards laws, ordinances, or rules, regulations or order of a public authority having jurisdiction; or
    - d) Has otherwise materially breached the Contract.

2. When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's Surety, if any, **7 business days** advance written notice, terminate the contract with Contractor and may, subject to any prior rights of the Surety:
    - a) Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
    - b) Accept assignment of Subcontractors pursuant to this Contract (contingent assignment of subcontracts to Owner if Contract is terminated); and,
    - c) Finish the work by whatever reasonable method the Owner may deem expedient.
  3. When the Owner terminates the Contract for one of the reasons stated in this section "Termination by the Owner for Cause," the Contractor shall be entitled to receive payment only on work completed and accepted by Owner as of that termination date.
  4. If the costs of finishing the work, including expenses made necessary thereby, exceed the Contract amount, the Contractor shall pay the difference to the Owner. The amount to be paid to the Owner shall survive Termination of the Contract.
- B. Suspension by the Owner for Convenience
1. The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the Owner may determine.
  2. An adjustment shall be made for increase in the cost of performance of the requirements of the Contract documents, including profit on the increased cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent:
    - a) That performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
    - b) That an equitable adjustment is made or denied under another provision of the Contract.
  3. Adjustments made in the cost of performance must have a mutually agreed fixed price.
- C. Termination for Convenience by Owner
- Prior to, or during the performance of the work, the Owner reserves the right to terminate the contract for its convenience. Upon such an occurrence, the following procedures will be adhered to:
1. The Owner will immediately notify the Architect/Engineer and the Contractor in writing specifying the effective termination date of the Contract.
  2. After receipt of the Notice of Termination, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due at the point in the Contract.
    - a) Stop all work.
    - b) Place no further subcontracts or orders for materials or services.
    - c) Terminate all subcontracts.
    - d) Cancel all material and equipment orders as applicable.
    - e) Take action that is necessary to protect and preserve all property related to this Contract which is in the possession of the Contractor.
  3. Within 180 days of the date of the Notice of Termination, the Contractor shall submit a final termination settlement proposal to the Owner based upon costs incurred up to the date of termination, reasonable profit on work done only, and reasonable demobilization costs. If the Contractor fails to submit the proposal within the time allowed, the Owner may determine the amount due to the Contractor because of the termination and shall pay the determined amount to the Contractor.

## **SECTION 7: PROJECT CONFLICTS**

### **7.1 DISPUTES**

All claims, disputes or other controversy that may arise between the Owner and Contractor relating to any provisions of this Contract, or its performance, which have not been waived by the making and acceptance of final payment or any progress payment, must be attempted to be resolved by the parties by informal negotiations prior to the initiation of mediation. In the event such claim, dispute or controversy can not be resolved by informal negotiations within forty-five (45) calendar days after either party made a written request for such informal negotiations, the parties shall, pursuant to NRS 338.150, attempt to resolve the claim, dispute or controversy by non-binding mediation prior to initiating judicial action.

In the event the Contractor files a claim in District Court, pursuant to one or more provisions of NRS 338.640, and the Owner prevails in the Court's decision, then the Contractor shall pay the Owner's attorneys' fees. Further, Contractor acknowledges that NRS 338.640 is contained within Nevada's Prompt Pay Act and, thus, fee-shifting provisions apply only to actions involving ordinary progress payments, and not claims for additional compensation or additional days beyond this contract.

The Owner and Contractor, in any legal proceeding, including this mediation, an arbitration or Court action, shall bear their own fees and costs. This specifically extends to any pass-through claims asserted by or on behalf of subcontractor. The County shall not be liable for fees or costs as an element of consequential damages.

### **7.2 NOTICE OF NON-BINDING MEDIATION**

After the expiration of the forty-five days for informal negotiations, as set forth in Item 7.1 above; either the Owner or the Contractor may initiate mediation by providing written notice to the other party against whom a claim, dispute or controversy is being made by submitting the following:

- A. A written demand by the party initiating the mediation that the claim, dispute, or other controversy be referred to a mediator;
- B. The names, addresses and telephone numbers of the parties;
- C. A reference to any contract provisions from which the claim, dispute or controversy arises;
- D. A complete description and a specific statement of the claim(s), dispute(s) or controversy(ies) and a showing of entitlement to relief;
- E. The relief or remedy sought and the amount of money claimed;
- F. If the Contractor is the initiating party, a copy of the Contractor's documents generated in preparation or determination of prices included in the bid as required by NRS 338.140(1)(d);
- G. If the Contractor is the initiating party and if the claim, dispute or controversy is made by a subcontractor, a written statement by the Contractor that it agrees with the merits and the amount of the claim;
- H. If the Contractor submits a total cost or modified cost claim, dispute or controversy then the Contractor must submit documents showing: 1) that the nature of the particular losses make it impossible or highly impractical to determine the losses with a reasonable degree of accuracy; 2) that the bid was realistic; 3) that the actual costs are reasonable; 4) that the Contractor was not responsible for the added expenses; and 5) that the County, and not anyone else, is responsible for the additional cost; and
- I. If the Contractor is the initiating party, it must submit the written demand of mediation to Owner in the time period set forth in the claims presentation statute of NRS 244.250.
- J. If the Contractor is the initiating party of the claim, dispute or controversy, the Contractor shall certify in writing that the claim is made in good faith, that the supporting data is accurate and complete to the best of the Contractor's knowledge and belief, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the Owner is liable.

### **7.3 SELECTION OF MEDIATOR**

The mediator shall be chosen by mutual agreement of the parties.

### **7.4 COST OF THE MEDIATION**

The fees and expenses of the independent private mediator shall be shared equally by the Owner and Contractor. Owner and Contractor shall each pay their own costs and expenses, including, but not limited to, expert and attorney fees incurred in the mediation of any claim, dispute or controversy, including, but not limited to, their own costs of preparation of and presentation of all claims prior to and through the mediation period. Neither the Owner nor Contractor shall be entitled to an award of interest.

#### 7.5 LOCATION OF THE MEDIATION

The mediation shall take place at a location designated by the Owner at an Owner-owned facility.

#### 7.6 MEDIATOR AGREEMENT

The parties shall enter into an agreement with the mediator that will include, among other provisions, the mediator's fees and costs, the mediator's responsibilities, and the mediator's model standards of conduct. The parties agree to propose that the mediator enter into an agreement in substantial form as that attached hereto as **Exhibit B**, prior to serving in any capacity as a mediator.

#### 7.7 MEDIATION PROCEEDING

- A. The parties and the mediator shall agree on the date of the mediation and time of the mediation. Unless the parties and the mediators mutually agree otherwise, the mediation shall take place within ninety (90) days after execution of the mediator agreement.
- B. Either party may be represented by an attorney. Representation is not required. Parties are expected to have present at the mediation an officer, partner, employee or other person authorized to make decisions regarding the resolution of the dispute, claim or controversy. Contractor acknowledges that Owner is a public body and any settlement agreed to by its authorized representatives is subject to approval by the Board of County Commissioners.
- C. The mediation shall consist of one or more sessions totaling no more than sixteen (16) hours, unless otherwise mutually agreed to by the parties and the mediator. Unless the parties otherwise mutually agree, it shall be an irrebuttable presumption that efforts beyond sixteen (16) hours would be futile.
- D. Prior to the mediation session, on a date mutually agreed upon by the mediator and the parties, as set forth in section 7.7(a), above, each party shall provide the mediator with a written memoranda addressing the facts, issues, legal arguments and damages related to the claim, dispute or controversy. In addition to the written statement, the parties shall produce all relevant information reasonably required by the mediator to understand the issues and positions presented. Each party will provide the written statement and supporting documents to the mediator only. The parties will not exchange the written statement and supporting documents. The written statement shall be double spaced, no smaller than 12 characters per inch and not to exceed 30 (thirty) pages, unless mutually agreed to otherwise by the mediator and the parties. The party initiating the mediation shall provide the mediator with the information set forth in Item 7.2 of this section.
- E. The mediation shall be confidential and, as a condition of the nonbinding mediation, the parties shall enter into a confidentiality agreement, attached hereto as **Exhibit B** prior to the commencement of the mediation proceeding.
- F. The mediation session will be private. Persons other than the parties and their representatives may attend only with the permission of both parties and the consent of the mediator. Unless mutually agreed to by the parties, the Owner and Contractor, along with its authorized representatives, shall be the only participants in the mediation. There shall be no stenographic record of the mediation process.
- G. The parties agree to assert all claims, disputes and controversies known to the parties in their respective written statements submitted to the mediator.

The parties agree that opinions, recommendations, proposals, suggestions made or written, or views expressed, by the mediator will not be introduced, used or relied upon in any arbitral, judicial or other proceedings

#### 7.8 TERMINATION OF MEDIATION

The mediation shall be terminated:

- A. by the execution and approval of a settlement agreement by the parties;
- B. by declaration of the mediator that further efforts at the mediation are no longer worthwhile;
- C. after the completion of the mediation session if the parties do not settle, by a written declaration of a party or parties to the effect that the mediation proceedings are terminated;
- D. a party gives written notice of withdrawal; or
- E. when there has been no communication between the mediator and a party or a party's representative for 14 days, at no fault of the mediator, following the conclusion of the mediation session.

7.9 WORK IN PROGRESS

At all times while the informal negotiations or mediation action is pending, the Contractor shall carry on with the work set forth in this Contract and maintain its progress schedule in accordance with the requirements of the Contract, unless the County exercises its right to terminate, pursuant to Section 6 of this Contract, or otherwise mutually agreed upon in writing by the parties.

### III - SPECIAL CONDITIONS

BID NO. 603153-13

#### ANNUAL REQUIREMENTS CONTRACT FOR REPAIR & REPLACEMENT OF CRASH CUSHIONS REVISED PER ADDENDUM NO. 1

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Name of Firm

1. PERFORMANCE REQUIREMENTS

- A. All services performed, parts or materials installed and equipment used in the performance under this bid, shall be subject to inspection and testing by Owner to ensure compliance with the specifications of the bid, manufacturer's specifications and industry standards.
- B. The complete replacement or repair of crash cushions shall be all inclusive (i.e. contractor shall provide all labor, materials (including concrete base, if needed), transportation, equipment, permits, traffic control, traffic control plans, etc. in order to completely replace or repair the crash cushion per manufacturer's specifications.)
- C. All repairs or replacements shall be completed within twenty-one (21) calendar days of receipt of work order from Owner, additional time may be allowed on a case by case basis.
- D. The extent of repairs or replacement shall be determined mutually by Contractor and Owner prior to commencement of work.
- E. Traffic control/barricade plans shall be in accordance with the specifications published in the most current edition of *Manual on Uniform Traffic Control Devices*. All Flaggers shall meet the qualifications of and be trained on the procedures to meet the standards set forth in the most current edition of *Manual on Uniform Traffic Control Devices*.
- F. Traffic control/barricade plans shall be submitted to Owner's representative in the Public Works, Traffic Management Division, and shall be fully approved by Owner prior to commencement of repair or replacement.
- G. Contractor shall haul off and dispose of replaced crash cushions, parts and/or miscellaneous debris (i.e. concrete, forms, etc.) in accordance with local laws and guidelines and leave work area neat and orderly.
- H. All work shall be performed under the direction of a field supervisor.
- I. The mounting base/pad for Lot 1 and 2 shall be concrete.

2. DOCUMENTATION SUBMITTAL REQUIRED BY APPARENT LOW BIDDER

Apparent low Bidder shall furnish the following information and documents within twenty-four (24) hours of COUNTY'S request:

- A. CONTRACTOR shall designate a Project Manager to provide contract management and oversight. Provide name, phone number and e-mail address of Project Manager. Should another Project Manager be assigned during the term of this CONTRACT, it is CONTRACTOR'S responsibility to notify COUNTY, in writing, within ten (10) calendar days of the change;
- B. Copies of the last calibration reports for all gauges and test equipment to be used on COUNTY'S equipment from a national certified testing facility. Copies of the annual calibration reports shall be submitted thirty (30) calendar days prior to CONTRACT renewal;
- C. Name, address and phone number of three (3) firms, including government agencies, in the Las Vegas, Nevada area for which CONTRACTOR is currently performing for or has performed services in like kind to those specified in this Bid; and
- D. A copy of the product's standard warranty.
- E. Completed "Disclosure of Ownership" form.
- F. A copy of current applicable Clark County Business License

3. ENGLISH SPEAKING REPRESENTATIVE

COUNTY requires CONTRACTOR have one person capable of clear communication in the English language on site at all times during the hours that service is required. Failure to meet this requirement shall constitute a breach of contract and may result in the termination of CONTRACT.

4. LOCAL FACILITY

CONTRACTOR shall maintain a local facility. The facility shall be capable of (servicing, repairing and installing component parts, troubleshooting, repairing and maintaining) COUNTY'S equipment, to be verified by COUNTY'S representative. Non-compliance with this Section may result in termination of CONTRACT.

5. F.O.B. DESTINATION - FREIGHT PRE-PAID

CONTRACTOR shall pay all freight charges. CONTRACTOR shall file all claims and bears all responsibility for the products from the point of origin to COUNTY'S destination. All prices shall be F.O.B. the delivery points as required. All prices shall include delivery, as well as any necessary unloading.

6. PARTIAL SHIPMENTS

Partial shipments will not be permitted.

7. FAILURE TO DELIVER

In the event that CONTRACTOR fails to deliver the product or service in accordance with the terms and conditions of CONTRACT, COUNTY shall have the option to either terminate CONTRACT or temporarily procure the product or service from another supplier. If the product or service is procured from another supplier, CONTRACTOR shall pay to COUNTY any difference between the bid price and the price paid to the other supplier.

8. DAMAGED OR DEFECTIVE PRODUCTS

CONTRACTOR shall replace, at no cost to COUNTY, damaged or defective products within twenty-one (21) calendar day(s) after notice. This shall include freight and any and all other associated costs. Failure to do so will cause such products to be procured from another supplier. If the product is procured from another supplier, CONTRACTOR shall pay COUNTY any difference between the bid price and the price paid to the other supplier.

9. PERFORMANCE REQUIREMENTS

A. All services performed, parts or material installed and equipment used in the performance of services under CONTRACT shall be subject to inspection and testing by COUNTY to insure compliance with CONTRACT and industry standard. CONTRACTOR shall not charge processing fees for any warranty related work.

Any services performed that are deemed by COUNTY not in conformity with the specifications of CONTRACT or industry standard shall require CONTRACTOR to perform services again within twenty-one (21) calendar days at no additional cost to COUNTY. Consistent sub-standard performance or quality of work may result in the termination of CONTRACT. Consistent sub-standard performance or lack of adherence to safety standards shall result in the permanent removal of CONTRACTOR'S employees from performing work on COUNTY'S property.

B. WORK ORDERS

CONTRACTOR shall be issued work orders by COUNTY. The work order shall be faxed or e-mailed to CONTRACTOR'S authorized representative. The work order in conjunction with a valid purchase order shall serve as CONTRACTOR'S authorization to perform services.

In the event additional services or repairs outside of those specifically listed on the bid form are required, CONTRACTOR shall provide COUNTY'S authorized representative with a quote for the services in accordance with the labor rates and material costs structure contained herein. Upon approval, COUNTY'S authorized representative will have a separate corrective work order issued authorizing the additional service(s) or repair(s) to be performed. After completion of ALL services, CONTRACTOR shall submit a copy of the completed work order(s) as back up to their invoice. The completed work order(s) shall consist of the notes indicating service(s) / repair(s) performed, the actual amount of time (hours/minutes) required to complete the service(s) / repair(s), date, name of technician, and any other pertinent information. All notes on work order form shall be comprehensive and legible. If work order contains illegible notes, a delay in the processing of invoices for payment may occur. All work orders shall be submitted to COUNTY within forty-eight (48) hours of completing services or repairs.

10. SUPPLIER'S STOCK

CONTRACTOR shall agree to maintain access to sufficient stock of any item awarded in this bid. The lead time(s) for such stock shall not exceed the time period(s) as specified in this bid.

11. DAMAGE TO COUNTY PROPERTY

CONTRACTOR shall perform all work in such manner that does not damage COUNTY property. In the event damage occurs to COUNTY property or adjacent property by reason of services performed under CONTRACT, CONTRACTOR shall replace or repair the same at no cost to COUNTY. If damage caused by CONTRACTOR has to be repaired or replaced by COUNTY, the cost of such work shall be deducted from monies due CONTRACTOR.

12. THIRD PARTY INSPECTIONS

Where COUNTY may be limited in access or experience to perform inspections and tests necessary to ascertain that the requirements of CONTRACT are being fulfilled, COUNTY reserves the right to contract with a third party recognized by industry standards as qualified to perform maintenance audits. CONTRACTOR shall receive a copy of the official findings of all maintenance audits from COUNTY within thirty (30) calendar days of COUNTY'S receipt of documents or prior to COUNTY'S demand for corrective action.

Should the maintenance audit determine that performance by CONTRACTOR has been below the industry standard or not in compliance with the terms and conditions of CONTRACT; COUNTY reserves the right to seek reimbursement of the third party inspection costs from CONTRACTOR. Failure of CONTRACTOR to reimburse COUNTY within thirty (30) calendar days of COUNTY'S demand for reimbursement may result in COUNTY invoking liquidated damages or termination of CONTRACT.

13. REPLACEMENT PARTS

All major component replacement parts shall be readily available from suppliers within twenty-one (21) calendar days.

14. CONTRACT PERFORMANCE CUSTOMER SURVEY (NEW)

Periodically during the life of CONTRACT, COUNTY will administer a Contract Performance Customer Survey Questionnaire to be completed by both end using departments and CONTRACTOR. This survey serves as a vehicle for COUNTY to identify successes or challenges encountered in the contract management process. Participation in this process shall be considered as part of CONTRACTOR'S performance.

15. BIDS ARE NOT TO CONTAIN CONFIDENTIAL / PROPRIETARY INFORMATION

Bids must contain sufficient information to be evaluated without reference to any confidential or proprietary information. In accordance with NRS 239.010, Bidders shall not include any information in their bid that they would not want to be released to the public. Any bid submitted that is marked "Confidential" or "Proprietary," or that contains materials so marked, may be returned to Bidder and may not be considered for award.

16. CONTRACT AMENDMENTS

Notwithstanding any provision herein to the contrary, and pursuant to NRS 104.2306, and recognizing the constraints inherent in public bidding, COUNTY reserves the right to request modification at any time to the scope, frequency, estimated quantities or the timing of CONTRACTOR'S obligations under CONTRACT, in whatever manner COUNTY determines, in good faith, to be reasonably necessary and to be in the best interests of the public. Both parties agree that, should any modifications to CONTRACT be made during CONTRACT term, a written amendment detailing those elements shall be executed by CONTRACTOR and the BCC or their authorized representative.

# CLARK COUNTY, NEVADA

## IV - BID FORM

BID NO. 603153-13

ANNUAL REQUIREMENTS CONTRACT FOR REPAIR & REPLACEMENT OF CRASH CUSHIONS

PWP NUMBER: CL 2014-92

REVISED PER ADDENDUM NO. 1

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(NAME)

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(ADDRESS)

### I, THE UNDERSIGNED BIDDER:

1. Agree, if awarded this Contract, I will complete all work for which a Contract may be awarded and to furnish any and all labor, equipment, materials, transportation, and other facilities required for the services as set forth in the Bidding and Contract Documents.
2. Have examined the Contract Documents and the site(s) for the proposed work and satisfied themselves as to the character, quality of work to be performed, materials to be furnished and as to the requirements of the specifications.
3. I acknowledge that if notified that I am the low bidder, I must submit the Disclosure of Ownership/Principals form within 24-hours of request.
4. I acknowledge that my bid is based on the current State of Nevada prevailing wages.
5. I acknowledge that I have not breached a public work contract for which the cost exceeds \$25,000,000, within the preceding year, for failing to comply with NRS 338.147 and the requirements of a contract in which I have submitted within 2 hours of the bid opening an Affidavit pertaining to preference eligibility.
6. Upon faxed or mailed receipt of a Notice of Intent to Award the Contract, I will provide the following submittals within seven business days from receipt of the Notice:
  - a) Certificates of insurance for Commercial General Liability in the amount of \$1,000,000, Automobile Liability in the amount of \$1,000,000, and Workers' Compensation insurance issued by an insurer qualified to underwrite Workers' Compensation insurance in the State of Nevada, as required by law.
7. I acknowledge that if I do not provide the above submittals on or before the seventh business day after receipt of the Notice of Intent to Award; or do not keep the bonds or insurance policies in effect, or allow them to lapse during the performance of the Contract; I will pay over to the Owner the amount of **\$100** per day as liquidated damages.
8. I confirm this bid is genuine and is not a sham or collusive, or made in the interest of, or on behalf of any person not herein named, nor that the Bidder in any manner sought to secure for themselves an advantage over any bidders.
9. I further propose and agree that if my bid is accepted, I will commence to perform the work called for by the contract documents on the date specified in the Notice to Proceed and I will complete all work within the calendar days **specified in the General Conditions.**
10. I further propose and agree that I will accept as full compensation for the work to be performed the price written in the Bid Schedule below.
11. I have carefully checked the figures below and the Owner will not be responsible for any error or omissions in the preparation or submission of this Bid.
12. I agree no verbal agreement or conversation with an officer, agent or employee of the owner, either before or after the execution of the contract, shall affect or modify any of the terms or obligations of this Bid.
13. I am responsible to ascertain the number of addenda issued, and I hereby acknowledge receipt of the following addenda:

Addendum No. \_\_\_\_\_ dated, \_\_\_\_\_ Addendum No. \_\_\_\_\_ dated, \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated, \_\_\_\_\_ Addendum No. \_\_\_\_\_ dated, \_\_\_\_\_

14. I agree to perform all work described in the drawings, specifications, and other documents for the amounts quoted below:

PRICES SHALL INCLUDE: LABOR, MATERIALS (INCLUDING CONCRETE BASE, IF NEEDED), TRANSPORTATION, EQUIPMENT, PERMITS, TRAFFIC CONTROL, TRAFFIC CONTROL PLANS, ETC.

<b>LOT 1 – ENERGY ABSORPTION QUADGUARD</b>					
Line Item No.	Description	Estimated Annual Quantity	Unit of Measure	Unit Price	Extended Total
1	Complete Replacement, QuadGuard, 2'0" Wide, 4 Bay Crash Cushion Energy Absorption #QS2404Y, No Substitute	3	EA	\$	\$
2	Complete Replacement, QuadGuard, 2'0" Wide, 5 Bay Crash Cushion Energy Absorption #QS2405Y, No Substitute	3	EA	\$	\$
3	Complete Replacement, QuadGuard, 2'0" Wide, 6 Bay Crash Cushion Energy Absorption #QS2406Y, No Substitute	3	EA	\$	\$
4	Complete Replacement, QuadGuard, 2'0" Wide, 7 Bay Crash Cushion Energy Absorption #QS2407Y, No Substitute	6	EA	\$	\$
5	Complete Replacement, QuadGuard, 2'0" Wide, 8 Bay Crash Cushion Energy Absorption #QS2408Y, No Substitute	2	EA	\$	\$
6	Complete Replacement, QuadGuard, 2'0" Wide, 9 Bay Crash Cushion Energy Absorption #QS2409Y, No Substitute	2	EA	\$	\$
7	QuadGuard Yellow Plastic Nose Assembly with Type I Cartridge Assembly Energy Absorption #3540050-010, No Substitute	10	EA	\$	\$
8	QuadGuard Cartridge Assembly Type I Energy Absorption #3540010-0000, No Substitute	30	EA	\$	\$
9	QuadGuard Cartridge Assembly Type II Energy Absorption #3540020-0000, No Substitute	20	EA	\$	\$
10	QuadGuard Diagram Assembly 2'0" Wide Energy Absorption #3540070-0000, No Substitute	5	EA	\$	\$
11	QuadGuard Fender Panel Assembly Energy Absorption #3540040-0000, No Substitute	5	EA	\$	\$
12	Estimated annual allotment for unspecified repair/replacement, to be billed only for actual usage of time and material. <b>(PARTS FOR UNSPECIFIED REPAIRS NOT PREVIOUSLY LISTED ON BID FORM MAY BE PROVIDED BY PUBLIC WORKS)</b>				\$20,000
<b>GRAND TOTAL LOT 1 (ITEMS 1-12)</b>					\$

**BIDDERS MUST BID ON ALL ITEMS IN LOT NO. 1. TO BE CONSIDERED RESPONSIVE. ANY BID SUBMITTAL RECEIVED THAT HAS NOT BID ON ALL ITEMS IN THE LOT WILL BE READ INTO THE RECORD AS INCOMPLETE AND AS NON-RESPONSIVE.**

PRICES SHALL INCLUDE: LABOR, MATERIALS (INCLUDING CONCRETE BASE, IF NEEDED), TRANSPORTATION, EQUIPMENT, PERMITS, TRAFFIC CONTROL, TRAFFIC CONTROL PLANS, ETC.

LOT 2 – SMART CUSHION INNOVATIONS (SCI)					
Line Item No.	Description	Estimated Annual Quantity	Unit of Measure	Unit Price	Extended Total
1	Complete Replacement, SCI-100 GM-CA 24" Attenuator (Crash Cushion), Test Level III (TL 3) with Concrete Anchors, SCI #9400, No Substitute	5	EA	\$	\$
2	Complete Replacement, SCI-70 GM-CA 24" Attenuator (Crash Cushion), Test Level II (TL-2) with Concrete Anchors, SCI #9451, No Substitute	3	EA	\$	\$
3	Reset Attenuator (Crash Cushion) (e.g. replace shear bolts, #94-6, No Substitute and panel delineator, #9497, No Substitute)	10	EA	\$	\$
4	Estimated annual allotment for unspecified repair/replacement, to be billed only for actual usage of time and material. <b>(PARTS FOR UNSPECIFIED REPAIRS NOT PREVIOUSLY LISTED ON BID FORM MAY BE PROVIDED BY PUBLIC WORKS)</b>				\$20,000
<b>GRAND TOTAL LOT 2 (ITEMS 1-4)</b>					\$

**BIDDERS MUST BID ON ALL ITEMS IN LOT NO. 2. TO BE CONSIDERED RESPONSIVE. ANY BID SUBMITTAL RECEIVED THAT HAS NOT BID ON ALL ITEMS IN THE LOT WILL BE READ INTO THE RECORD AS INCOMPLETE AND AS NON-RESPONSIVE.**

**DELIVERY:**

\_\_\_\_\_ calendar days (Maximum twenty-one (21) calendar days)

**DISCOUNT TERMS OF PAYMENT:**

\_\_\_\_\_% , \_\_\_\_\_ calendar days.

**BIDDER'S LOCAL FACILITY**

(If Bidder has multiple local facilities, please attach to bid submittal a list of this information for each facility)

\_\_\_\_\_  
CONTACT MANAGER OR ACCOUNT REPRESENTATIVE NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY STATE, ZIP

\_\_\_\_\_  
PHONE NUMBER

\_\_\_\_\_  
FAX NUMBER

\_\_\_\_\_  
EMAIL ADDRESS

15. BUSINESS ENTERPRISE INFORMATION:

The Prime Contractor submitting this Bid is a  MBE  WBE  PBE  SBE  NBE  LBE as defined in the Instructions to Bidders.

16. BUSINESS ETHNICITY INFORMATION:

The Prime Contractor submitting the Bid Ethnicity is  Caucasian (CX)  African American (AA)  Hispanic American (HA)  Asian Pacific American (AX)  Native American (NA)  Other as defined in the Instructions to Bidders.

17. BIDDERS' PREFERENCE Is the Bidder claiming Bidders' Preference?

Yes If yes, the Bidder acknowledges that he/she is required to follow the requirements set forth in the Affidavit (Bid Attachment 4).

No **I do not have a Certificate of Eligibility to receive preference in bidding.**

18.

\_\_\_\_\_  
**LEGAL NAME OF FIRM AS IT WOULD APPEAR IN CONTRACT**

\_\_\_\_\_  
ADDRESS OF FIRM

\_\_\_\_\_  
CITY, STATE, ZIP CODE

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
FAX NUMBER

NEVADA STATE CONTRACTORS' BOARD LICENSE INFORMATION:

I certify that the license(s) listed below will be the license(s) used to perform the majority of the work on this project.

LICENSE NUMBER: \_\_\_\_\_

LICENSE CLASS: \_\_\_\_\_

LICENSE LIMIT: \_\_\_\_\_

ONE TIME LICENSE LIMIT INCREASE \$ \_\_\_\_\_ IF YES, DATE REQUESTED \_\_\_\_\_

CLARK COUNTY BUSINESS LICENSE NO. \_\_\_\_\_

STATE OF NEVADA BUSINESS LICENSE NO. \_\_\_\_\_

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE  
(PRINT OR TYPE)

\_\_\_\_\_  
E-MAIL ADDRESS

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
TODAY'S DATE

**ATTACHMENT 1**  
**BID NO. 603153-13**  
**ANNUAL REQUIREMENTS CONTRACT FOR REPAIR & REPLACEMENT OF CRASH CUSHIONS**  
**REVISED PER ADDENDUM NO. 1**

**SUBCONTRACTOR INFORMATION**

It is our intent to utilize the following MBE, WBE, PBE, SBE, and NBE subcontractors in association with CONTRACT:

1. Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Type:    MBE            WBE            PBE            SBE            NBE
  
2. Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Type:    MBE            WBE            PBE            SBE            NBE
  
3. Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Type:    MBE            WBE            PBE            SBE            NBE
  
4. Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Type:    MBE            WBE            PBE            SBE            NBE
  
5. Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Type:    MBE            WBE            PBE            SBE            NBE
  
6. Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Type:    MBE            WBE            PBE            SBE            NBE

**ATTACHMENT 2**  
**BID NO. 603153-13**  
**ANNUAL REQUIREMENTS CONTRACT FOR REPAIR & REPLACEMENT OF CRASH CUSHIONS**  
**REVISED PER ADDENDUM NO. 1**

**INSURANCE REQUIREMENTS**

**TO ENSURE COMPLIANCE WITH THE BID DOCUMENT, BIDDERS SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO BID SUBMITTAL**

1. FORMAT / TIME

CONTRACTOR shall provide COUNTY with Certificates of Insurance, per the sample format (page 3-4), for coverage as listed below, and endorsements affecting coverage required by this bid within **ten (10) business days** after the award by COUNTY. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the certificate of insurance, and shall be maintained for the duration of CONTRACT and any renewal periods.

2. BEST KEY RATING

COUNTY requires insurance carriers to maintain during CONTRACT term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the certificate of insurance.

3. COUNTY COVERAGE

COUNTY, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation insurance coverage. CONTRACTOR'S insurance shall be primary as respects to COUNTY, its officers and employees.

4. ENDORSEMENT / CANCELLATION

CONTRACTOR'S commercial general liability and automobile liability insurance policy shall be endorsed to recognize specifically CONTRACTOR'S contractual obligation of additional insured to COUNTY. All policies must note that COUNTY will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives Clark County automatic additional insured status must be attached to any certificate of insurance.

5. DEDUCTIBLES

All deductibles and self insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed **\$25,000**.

6. AGGREGATE LIMITS

If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than **\$2,000,000**.

7. COMMERCIAL GENERAL LIABILITY

Subject to paragraph 6 of this attachment, CONTRACTOR shall maintain limits of no less than **\$1,000,000** combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial General Liability coverage shall be on a "per occurrence" basis only, not "claims made", and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement.

8. AUTOMOBILE LIABILITY

Subject to paragraph 6 of this attachment, CONTRACTOR shall maintain limits of no less than **\$1,000,000** combined single limit per occurrence for bodily injury and property damage, to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by CONTRACTOR and **any auto** used for the performance of services under CONTRACT.

9. WORKERS' COMPENSATION

CONTRACTOR shall obtain and maintain for the duration of CONTRACT, a work certificate or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a Bidder who is a Sole Proprietor shall be required to submit an affidavit (Attachment 3) indicating that Bidder has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

10. FAILURE TO MAINTAIN COVERAGE

If CONTRACTOR fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order CONTRACTOR to stop the work, declare CONTRACTOR in breach, suspend or terminate CONTRACT, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. COUNTY may collect any replacement insurance costs or premium payments made from CONTRACTOR or deduct the amount paid from any sums due CONTRACTOR under CONTRACT.

11. ADDITIONAL INSURANCE

CONTRACTOR is encouraged to purchase any such additional insurance as it deems necessary.

12. DAMAGES

CONTRACTOR is required to remedy all injuries to persons and damage or loss to any property of COUNTY, caused in whole or in part by CONTRACTOR, their subcontractors or anyone employed, directed or supervised by CONTRACTOR.

13. COST

CONTRACTOR shall pay all associated costs for the specified insurance. The cost shall be included in the bid price(s).

14. INSURANCE SUBMITTAL ADDRESS

All Insurance Certificates requested shall be sent to the Clark County Purchasing and Contracts Division, Attention: Insurance Coordinator. See the "Submission of Bids" clause in the Instruction to Bidders section of this bid for the appropriate mailing address.

15. INSURANCE FORM INSTRUCTIONS

The following information must be filled in by CONTRACTORS' Insurance Company representative:

1. Insurance Broker's name, complete address, contacts name, phone and fax numbers.
2. CONTRACTOR'S name, complete address, phone and fax numbers.
3. Insurance Company's Best Key Rating
4. Commercial General Liability (Per Occurrence)
  - (A) Policy Number
  - (B) Policy Effective Date
  - (C) Policy Expiration Date
  - (D) Each Occurrence (\$1,000,000)
  - (E) Damage to Rented Premises (\$50,000)
  - (F) Medical Expenses (\$5,000)
  - (G) Personal & Advertising Injury (\$1,000,000)
  - (H) General Aggregate (\$2,000,000)
  - (I) Products - Completed Operations Aggregate (\$2,000,000)
5. Automobile Liability (Any Auto)
  - (J) Policy Number
  - (K) Policy Effective Date
  - (L) Policy Expiration Date
  - (M) Combined Single Limit (\$1,000,000)
6. Worker's Compensation
7. Description: Bid Number 603153-13 and Annual Requirements Contract for Repair & Replacement of Crash Cushions (must be identified on the initial insurance form and each renewal form).

8. Certificate Holder  
Clark County, Nevada  
c/o Purchasing and Contracts Division  
Government Center, Fourth Floor  
500 South Grand Central Parkway  
P.O. Box 551217  
Las Vegas, Nevada 89155-1217
9. Appointed Agent Signature to include license number and issuing state.



POLICY NUMBER: \_\_\_\_\_

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

BID NUMBER AND PROJECT NAME: \_\_\_\_\_

**THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY**  
**ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

**SCHEDULE**

**Name of Person or Organization:**

CLARK COUNTY, NEVADA  
C/O PURCHASING & CONTRACTS DIVISION  
500 S. GRAND CENTRAL PKWY 4<sup>TH</sup> FL  
PO BOX 551217  
LAS VEGAS, NEVADA 89155-1217

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

CLARK COUNTY, NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS ARE INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

**ATTACHMENT 3  
BID NO. 603153-13  
ANNUAL REQUIREMENTS CONTRACT FOR REPAIR & REPLACEMENT OF CRASH CUSHIONS  
REVISED PER ADDENDUM NO. 1**

**AFFIDAVIT  
(ONLY REQUIRED FOR A SOLE PROPRIETOR)**

I, \_\_\_\_\_, on behalf of my company, \_\_\_\_\_, being  
(Name of Sole Proprietor) (Legal Name of Company)  
duly sworn, depose and declare:

- 7. I am a Sole Proprietor;
- 8. I will not use the services of any employees in the performance of CONTRACT, identified as Bid No. 603153-13, entitled Annual Requirements Contract for Repair & Replacement of Crash Cushions;
- 9. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
- 10. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

I release Clark County from all liability associated with claims made against me and my company, in the performance of CONTRACT, that relate to compliance with NRS Chapters 616A-616D, inclusive.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signature

State of Nevada            )  
                                      )ss.  
County of Clark            )

Signed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
by \_\_\_\_\_ (name of person making statement).

\_\_\_\_\_  
Notary Signature

STAMP AND SEAL

**BID ATTACHMENT 4**  
**AFFIDAVIT PERTAINING TO PREFERENCE ELIGIBILITY**  
**REVISED PER ADDENDUM NO. 1**

THE LOW OR BEST BIDDER MUST SUBMIT THIS FORM VIA HAND DELIVERY OR EMAIL TO COUNTYPURCHASING@CLARKCOUNTYNV.GOV IF THEY HAVE MET THE REQUIREMENTS OF NEVADA REVISED STATUTE 338.141 AND 338.0117, AND HAVE IT TIME STAMPED WITHIN TWO (2) HOURS AFTER COMPLETION OF THE OPENING OF THE BIDS TO BE ELIGIBLE TO RECEIVE A PREFERENCE IN BIDDING. SUBMISSIONS AFTER THE TWO (2) HOURS WILL BE REJECTED. A BIDDER THAT FAILS TO SUBMIT THE AFFIDAVIT WITHIN THE REQUIRED TIME REPRESENTS THAT THEY WILL FOREGO RECEIVING THE PREFERENCE.

I, \_\_\_\_\_ (“Affiant”), on behalf of the \_\_\_\_\_ (“Contractor”), swear and affirm that in order to be in compliance with NRS 338.147, and NRS 338.0117, and be eligible to receive a preference in bidding for Project No. 603153-13, Project Name Annual Requirements Contract for Repair & Replacement of Crash Cushions (“Project”); certify that for the duration of the Project, collectively, and not on any specific day;

- (a) At least 50 percent of the workers employed on the Project including, without limitation, any employees of the Bidder, and of any Subcontractor engaged on the Project, will hold a valid driver’s license or identification card issued by the State of Nevada Department of Motor Vehicles (“DMV”);
- (b) All vehicles used primarily for the Project will be:
  - (1) Registered and partially apportioned to Nevada pursuant to the International Registration Plan, as adopted by the DMV pursuant to NRS 707.826; or
  - (2) Registered in the State of Nevada;
- (c) If applying to receive a preference in bidding pursuant to subsection 3 of NRS 338.1727 or subsection 2 of NRS 408.3886, at least 50 percent of the design professionals working on the Project, including, without limitation, employees of the design-build team, and of any subcontractor or consultant engaged in the design of the Project, will have a valid driver’s license or identification card issued by the DMV;
- (d) The Contractor, applicant or design-build team, and any Subcontractor engaged on the Project will maintain and make available for the inspection within this State his or her records concerning payroll relating to the Project.

Upon submission, of the State Contractors’ Board certificate of eligibility to receive a preference in bidding on public works and this Affidavit. Contractor recognizes and accepts that if a contract is awarded as a result of receiving a preference in bidding, failure to comply with the requirements herein, including all record keeping obligations detailed in the General Conditions, entitles Clark County to a penalty as defined by statute.

**BID ATTACHMENT 4  
AFFIDAVIT PERTAINING TO PREFERENCE ELIGIBILITY  
REVISED PER ADDENDUM NO. 1  
Page 2 of 2**

By: \_\_\_\_\_ Title: \_\_\_\_\_  
Printed Name of Affiant

Signature of Affiant: \_\_\_\_\_ Date: \_\_\_\_\_

Signed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

by \_\_\_\_\_ (name of Affiant)

State of \_\_\_\_\_ )  
ss) \_\_\_\_\_  
Notary Signature

County of: \_\_\_\_\_ ) **STAMP AND SEAL**

**Proof of Authorization to Sign Affidavit**

The person must establish his/her actual authority to act on behalf of the business organization. The individual must be the person indicated in the table below and provide written documentation clearly indicating the person's position within that business organization. If the individual signing the Affidavit is an employee of the business organization, written documentation on organization letterhead must be provided; clearly indicating the person's authority to act on behalf of the business organization. The authorized person identified in the table must sign the written documentation.

If the individual making application for the business organization is not one of the persons identified in the table or an authorized employee, a valid power of attorney executed by an authorized person on behalf of the business organization must be provided. The power of attorney must be made not more than 90 calendar days before the Affidavit is signed.

BUSINESS ENTITY	PERSON WHO HAS AUTHORITY TO COMPLETE AFFIDAVIT
Sole Proprietorship	Name of Sole Proprietor
Partnership	Name of Partner
Corporation	1. Director, if Authorized 2. Executive Officer (as indicated in the Article of Incorporation)
Limited Liability Company	1. Member, if Member-Managed LLC 2. Manager, if Manager-Managed LLC



## INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

### **Purpose of the Form**

The purpose of the Disclosure of Ownership/Principals Form is to gather ownership information pertaining to the business entity for use by the Board of County Commissioners ("BCC") in determining whether members of the BCC should exclude themselves from voting on agenda items where they have, or may be perceived as having a conflict of interest, and to determine compliance with Nevada Revised Statute 281A.430, contracts in which a public officer or employee has interest is prohibited.

### **General Instructions**

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and the appropriate Clark County government entity. Failure to submit the requested information may result in a refusal by the BCC to enter into an agreement/contract and/or release monetary funding to such disclosing entity.

### **Detailed Instructions**

All sections of the Disclosure of Ownership form must be completed. If not applicable, write in N/A.

**Business Entity Type** – Indicate if the entity is an Individual, Partnership, Limited Liability Company, Corporation, Trust, Non-profit Organization, or Other. When selecting 'Other', provide a description of the legal entity.

**Non-Profit Organization (NPO)** - Any non-profit corporation, group, association, or corporation duly filed and registered as required by state law.

**Business Designation Group** – Indicate if the entity is a Minority Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Small Business Enterprise (SBE), or Physically-Challenged Business Enterprise (PBE). This is needed in order to provide utilization statistics to the Legislative Council Bureau, and will be used only for such purpose.

**Minority Owned Business Enterprise (MBE):**

An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.

**Women Owned Business Enterprise (WBE):**

An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.

**Physically-Challenged Business Enterprise (PBE):**

An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

**Small Business Enterprise (SBE):**

An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

**Veteran Owned Enterprise (VET):**

A Nevada business at least 51% owned/controlled by a veteran.

**Disabled Veteran Owned Enterprise (DVET):**

A Nevada business at least 51% owned/controlled by a disabled veteran.

**Business Name (include d.b.a., if applicable)** – Enter the legal name of the business entity and enter the "Doing Business As" (d.b.a.) name, if applicable.

**Corporate/Business Address, Business Telephone, Business Fax, and Email** – Enter the street address, telephone and fax numbers, and email of the named business entity.

**Local Business Address, Local Business Telephone, Local Business Fax, and Email** – If business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone and fax numbers, point of contact and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

**Number of Clark County Nevada Residents employed by this firm.**

**List of Owners/Officers** – Include the full name, title and percentage of ownership of each person who has ownership or financial interest in the business entity. If the business is a publicly-traded corporation or non-profit organization, list all Corporate Officers and Directors only.

**For All Contracts – (Not required for publicly-traded corporations)**

- 1) Indicate if any individual members, partners, owners or principals involved in the business entity are a Clark County full-time employee(s), or appointed/elected official(s). If yes, the following paragraph applies.

In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant financial interest, except as provided for in subsections 2, 3, and 4.

- 2) Indicate if any individual members, partners, owners or principals involved in the business entity have a second degree of consanguinity or affinity relation to a Clark County full-time employee(s), or appointed/elected official(s) (reference form on Page 2 for definition). If **YES**, complete the Disclosure of Relationship Form. Clark County is comprised of the following government entities: Clark County, University Medical Center of Southern Nevada, Department of Aviation (McCarran Airport), and Clark County Water Reclamation District. Note: The Department of Aviation includes all of the General Aviation Airports (Henderson, North Las Vegas, and Jean).

A professional service is defined as a business entity that offers business/financial consulting, legal, physician, architect, engineer or other professional services.

**Signature and Print Name** – Requires signature of an authorized representative and the date signed.

**Disclosure of Relationship Form** – If any individual members, partners, owners or principals of the business entity is presently a Clark County employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a Clark County employee, public officer or official, this section must be completed in its entirety.

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group</b>						
<input type="checkbox"/> MBE		<input type="checkbox"/> WBE		<input type="checkbox"/> SBE		<input type="checkbox"/> PBE
Minority Business Enterprise		Women-Owned Business Enterprise		Small Business Enterprise		Physically Challenged Business Enterprise
<b>Corporate/Business Entity Name:</b>						
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>				<b>Website:</b>		
<b>City, State and Zip Code:</b>				<b>POC Name and Email:</b>		
<b>Telephone No:</b>				<b>Fax No:</b>		
<b>Local Street Address:</b>				<b>Website:</b>		
<b>City, State and Zip Code:</b>				<b>Local Fax No:</b>		
<b>Local Telephone No:</b>				<b>Local POC Name Email:</b>		
<b>Number of Clark County Nevada Residents Employed:</b>						

**All entities**, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

**Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors** in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

**Entities** include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small>

***This section is not required for publicly-traded corporations.***

1. Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
 

Yes     No    (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
 

Yes     No    (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## DISCLOSURE OF RELATIONSHIP

List any disclosures below:  
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT

\* County employee means Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District.

“Consanguinity” is a relationship by blood. “Affinity” is a relationship by marriage.

“To the second degree of consanguinity” applies to the candidate’s first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

**For County Use Only:**

If any Disclosure of Relationship is noted above, please complete the following:

Yes  No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

Yes  No Is the County employee(s) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
Authorized Department Representative

## DISCLOSURE OF RELATIONSHIP

***For County Use Only:***

If any Disclosure of Relationship is noted above, please complete the following:

Yes  No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

Yes  No Is the County employee(s) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

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Signature

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Print Name  
Authorized Department Representative

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***For County Use Only:***

If any Disclosure of Relationship is noted above, please complete the following:

Yes  No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

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Notes/Comments:

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Signature

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Print Name  
Authorized Department Representative

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***For County Use Only:***

If any Disclosure of Relationship is noted above, please complete the following:

Yes  No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

Yes  No Is the County employee(s) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

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Signature

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Print Name  
Authorized Department Representative