



# Department of Administrative Services Purchasing and Contracts

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Sabra Smith Newby, Chief Administrative Officer  
Adleen B. Stidhum, Purchasing Administrator



## CLARK COUNTY, NEVADA BID NO. 603349-14 WELCOME TO LAS VEGAS SIGN PARKING LOT IMPROVEMENTS

July 11, 2014

### ADDENDUM NO. 2

#### INVITATION TO BID

1. The bid opening date of **July 24, 2014 at 2:15:00 p.m. remains the same.**

#### GENERAL CONDITIONS

2. Section 1.1, add the following Paragraph B, "**Materials Notice to Proceed**".

**B. Materials Notice to Proceed**

Owner will issue a Materials Notice to Proceed to the Contractor authorizing the ordering of supplies, materials, equipment, etc. The supplies, materials, equipment, etc. must be received within **30 calendar days**. During this period of time, the Owner may issue the Notice to Proceed for the work.

3. Section 2.4, Payment of Material, **Delete** the current Paragraph A. **Replace** with the following Paragraph A.:

- A.** Payment based on the actual cost of supplies, materials and equipment on hand under this section shall be made by the Owner pursuant to NRS 338.515(2) with or without the paid invoice. "Actual cost" of materials shall be the invoice amount, whether paid or not, and shall not include any costs associated with installation, testing, etc. The Contractor shall be entitled to payment of the actual cost of supplies, materials and equipment only if it (1) presents an invoice to the Owner with the progress bill and, (2) states in the progress bill that the materials have been delivered and stored in the time and manner specified in the contract between the Contractor and its supplier or subcontractor. If the Contractor fails to comply with those conditions, the Owner may decline payment in accordance with the provisions of NRS 338.525. The Owner expressly reserves the right to withhold retention until the Contractor presents to the Owner a paid invoice, or some other proof of payment satisfactory to the Owner, for the Owner's use in verifying the accuracy of the actual cost of the supplies, materials or equipment. If the amount paid does not match the actual cost, the Owner shall adjust the amount of retention accordingly. Payment for supplies, materials or equipment on hand does not alter the responsibility of the Contractor for all supplies, materials and equipment until final acceptance of the work.

Materials considered "specially made" for this project include:

1. Fence

4. Section 2.5, Warranty, **Change** the second sentence to read as follows:

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 Completion, regardless of whether the same were furnished or performed by Contractor or by any of its subcontractors of any tier.

EXHIBIT A, BONDS AND INSURANCE REQUIREMENTS AND FORMS

5. **Delete** Pages A-1 through A-9 and **replace** with the attached Revised Exhibit A, pages A-1 through A-8.

Except as modified herein and under Addendum 1, all other bid specifications, terms, conditions, and special provisions shall remain the same.

ISSUED BY:



THOMAS E. BOLDT, C.P.M.  
Senior Purchasing Analyst

Attachment(s): Exhibit A

Cc: Kathleen Kingston, P.E., Public Works  
Joe Yatson, P.E., Public Works  
Mike Mamer, Public Works  
Cindy Beauchamp, Public Works

**EXHIBIT A**  
**Revised per Addendum No. 2**  
**BONDS AND INSURANCE REQUIREMENTS AND FORMS**

1. BONDS

- A. The Contractor shall furnish bonds covering the faithful performance of the Contract, payment of all obligations arising thereunder and a Guaranty Bond to take effect upon completion of the project, utilizing the bond forms. Bonds may be secured through the Contractor's usual sources, provided that the surety is authorized and licensed to do business in the State of Nevada. All bonds specified shall indicate the State of Nevada Insurance Division license number, the surety company name, address, telephone number, and include the appointed agent of record who issued the bond. Surety Bonds issued by an individual are not acceptable to Clark County.
- B. Not later than **seven business days** after Notification of Award, the Contractor shall furnish contract bonds to the Purchasing and Contracts Division as follows:
1. Labor and Material Payment Bond in the amount of 100% of the Contract price.
  2. Performance Bond in the amount of 100% of the Contract price.
  3. Guaranty Bond in the amount of 100% of the Contract price. The Guaranty Bond will go into effect from the date of Notice of Completion.

Award will become final after the Governing Body has authorized the award and the Contractor has submitted its required bonds utilizing the Owner's Bond forms.

C. Form of Bonds

1. The bonds referred to herein **shall be written on the Performance Bond, Labor and Material Payment Bond, and Guaranty Bond forms provided by Owner.**
2. The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney.
3. **Any Performance Bond, Labor and Material Payment Bond, or Guaranty Bond prepared by an appointed agent must provide their license number and the issuing state.**
4. The bonds specified in this section must be issued by a certified surety which is listed in the Department of the Treasury, Fiscal Service, (Department Circular 570; Current Revision) companies holding certificates of authority as acceptable sureties on Federal Bonds and as acceptable reinsuring companies.

2. INSURANCE

- A. Contractor further agrees, as a precondition to the performance of any work under this contract and as a precondition to any obligation of the Owner to make any payment under this contract, to provide the Owner with a work certificate and/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 through 616D, inclusive, whether or not the Contractor has employees.
- B. Contractor agrees to maintain required workers' compensation coverage throughout the entire term of the contract. If Contractor does not maintain coverage throughout the entire term of the contract, Contractor agrees that Owner may, at any time the coverage is not maintained by Contractor, order the Contractor to stop work, assess liquidated damages as defined herein, suspend the contract, or terminate the contract.
- C. The Contractor shall furnish not later than **seven business days** after notification of Intent to Award, the insurance as indicated below. The certificates for each insurance policy shall be signed by a person authorized by that insurer and licensed by the State of Nevada.
- D. As a condition precedent to receiving payments, Contractor shall have on file with Owner current certificates of insurance evidencing the required coverage. Insurance certificates for the Owner should contain the information shown on the sample certificates attached.

- E. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. Owner requires insurance carriers to maintain a Best's Key Rating of A.VII or higher (i.e., A.VII, A.VIII, A.IX, A.X, etc.). The adequacy of the insurance supplied by the Contractor, including the rating and financial health of each insurance company providing coverage, is subject to the approval of the Owner.
- F. Contractor shall furnish renewal certificates to the Owner for the required insurance during the period of coverage required by the contract. Contractor will furnish renewal certificates for the same minimum coverage as required in this Contract. The request for updated renewal certificates will be sent by the Owner to the Contractor 30 calendar days in advance of the expiration date shown on the certificate of insurance. A second request will be sent if the renewal certificate is not received from within **seven business days**. If within 20 calendar days from the date of the request for an updated renewal certificate, the updated certificate has still not been provided, the Owner may declare the Contractor in default of its obligation under this paragraph.
- G. Owner, its officers, employees, agents, and volunteers and NV Energy, its officers, employees, agents, and volunteers must be expressly covered as insured's with respect to liability arising out of the activities by or on behalf of the named insured in connection with this project.
1. The Contractor's insurance shall be primary as respects Owner, its officers, employees, agents, and volunteers and NV Energy, its officers, employees, agents, and volunteers. Any other coverage (insurance or otherwise) available to Owner, its officers, employees and volunteers shall be excess over the insurance required of the Contractor and shall not contribute with it.
- H. The Contractor's commercial general liability and automobile liability insurance policy shall be endorsed to recognize specifically the Contractor's contractual obligation of additional insured to Owner. All policies must note that the Owner will be given 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.
- I. Primary Insurance. Stating that the insurance is primary insurance with respect to the Interest of Utility and that any insurance maintained by Utility is excess and not contributory Insurance.
- J. All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. No deductible or self-insured retention may exceed \$25,000.
- K. If aggregate limits are imposed on the insurance coverage, then the amount of such limits must not be less than **\$2,000,000** per occurrence or per accident. All aggregates must be fully disclosed and the amount entered on the required certificate of insurance. Contractor's insurer must notify the Owner of any erosion of the aggregate limits. The "per occurrence" limits of insurance required herein must be maintained in full, irrespective of any erosion of aggregate.
- L. The Contractor shall obtain and maintain, for the duration of the Contract or longer period if specified herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors of any tier. The cost of such insurance shall be included in Contractor's Bid. The Contractor is required to obtain and maintain the following coverage:
1. Commercial General Liability: Commercial General Liability coverage shall be on "occurrence" basis only and not "claims made." The coverage must be provided on either an ISO Commercial General Liability form or an ISO 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. Any exceptions to coverage must be fully disclosed on the required certificates. If other than these forms are submitted as evidence of compliance, complete copies of such policy forms must be submitted to Owner within **seven business days** after notice of award. Policies must include, but need not be limited to, coverage for bodily injury, property damage, personal injury, Broad Form property damage, premises and operations, severability of interest, products and completed operations, contractual and independent contractors. Contractor shall maintain limits of no less than **\$2,000,000** combined single limit per occurrence for bodily injury (including death), personal injury and property damages.
  2. Auto Liability: Auto Liability must provide coverage for claims for damage due to bodily injury or death of any person, or property damage arising out of the ownership, maintenance or use of **any motor vehicles whether owned, hired or non-owned**. Contractor shall maintain limits of no less than **\$1,000,000** combined single limit "per accident" for bodily injury and property damage.

3. Employer's Liability Insurance: Employer's liability insurance with the following limits: (1) one million dollars (\$1,000,000.00) per each bodily injury by accident; (2) one million dollars (\$1,000,000.00) per each employee bodily injury by disease; and (3) one million dollars (\$1,000,000.00) in the annual aggregate per each bodily injury by occupational disease.
  4. Excess or Umbrella Liability Insurance. Excess or umbrella liability with a per occurrence limit of not less than five million dollars (\$5,000,000.00) and an annual aggregate limit of not less than ten million dollars (\$10,000,000.00). The excess/umbrella policy must also contain a "follow-form provision" such that the excess/umbrella policy at a minimum responds to the same losses as the underlying policies of General Liability, Auto Liability and Employer's Liability.
- M. If the Contractor fails to maintain any of the insurance coverage required herein, then the Owner will have the option to declare the Contractor in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order that the required coverage may be maintained. The Contractor is responsible for any expenses paid by the Owner to maintain such insurance and the Owner may collect the same from the Contractor or deduct the amount paid from any sums due the Contractor under the contract.
- N. The insurance requirements specified herein do not relieve the Contractor of its responsibility or limit the amount of their liability to the Owner or other persons and the Contractor is encouraged to purchase such additional insurance, as it deems necessary.
- O. Contractor is responsible for and must remedy all damage or loss to any property, including property of Owner, caused in whole or in part by the Contractor, any subcontractor or anyone employed, directed or supervised by Contractor. The Contractor is responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.
- P. The Contractor shall pay all premiums and costs of insurance.
- Q. Regardless of the coverage provided by any insurance policy, the Contractor shall indemnify, defend and hold Owner and NV Energy harmless from any and all claims, demands, actions, attorneys' fees, costs, and expenses based upon or arising out of any acts, errors, omissions, fault or negligence of Contractor or its principals, employees, subcontractors or other agents while performing services under this Contract. Contractor shall indemnify, defend and hold harmless the Owner and others specified from any attorney's fees or other costs of defense, even if the allegations of the claim are groundless, false or fraudulent.



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, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS AND NV ENERGY ITS OFFICERS, EMPLOYEES, AGENTS, 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.**

## PERFORMANCE BOND

**IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NEVADA REVISED STATUTE 683A AND ISSUED BY AN APPOINTED PRODUCER OF INSURANCE PURSUANT TO NEVADA REVISED STATUTE 683A. INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.**

KNOW ALL MEN BY THESE PRESENTS,

That \_\_\_\_\_, as Principal Contractor, and \_\_\_\_\_, as Surety, are held and firmly bound unto CLARK COUNTY, NEVADA, hereinafter called Owner, in the sum of \_\_\_\_\_ dollars, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been recommended for award and shall enter into the contract with said Owner to perform all work required under the Bidding Schedule(s) **BID NO. 603349-14** of the Owner's specifications, entitled **WELCOME TO LAS VEGAS SIGN PARKING LOT IMPROVEMENTS**.

NOW THEREFORE, if said Contractor shall perform all the requirements of said contract required to be performed on their part, at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, that any change order(s), alterations in the work to be done or the materials to be furnished, which may be made pursuant to the terms of said contract, shall not in any way release said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said contract release either said Contractor or said Surety, and notice of such change order(s), alterations or extensions of the contract is hereby waived by said Surety.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

\_\_\_\_\_  
(Principal Contractor)

\_\_\_\_\_  
(Authorized Representative and Title)

By: \_\_\_\_\_  
(Signature)

Surety: \_\_\_\_\_

\_\_\_\_\_  
(Appointed Agent Name)

\_\_\_\_\_  
(State of Nevada, License Number)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Appointed Agent Name)

\_\_\_\_\_  
(License Number and Issuing State)

By: \_\_\_\_\_  
(Signature)

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

ISSUING COMPANY MUST HOLD CERTIFICATES OF AUTHORITY AS ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY WITH LISTING IN THE DEPARTMENT OF TREASURY, FISCAL SERVICE, (DEPARTMENT OF CIRCULAR "570," CURRENT REVISIONS).

**LABOR AND MATERIAL PAYMENT BOND**

**IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NEVADA REVISED STATUTE 683A AND ISSUED BY AN APPOINTED PRODUCER OF INSURANCE PURSUANT TO NEVADA REVISED STATUTE 683A. INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.**

KNOW ALL MEN BY THESE PRESENTS,

That \_\_\_\_\_, as Contractor, and \_\_\_\_\_, as Surety, are held and firmly bound unto CLARK COUNTY, NEVADA, hereinafter called Owner, in the sum of \_\_\_\_\_ dollars, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been recommended for award and shall enter into the contract with said Owner to perform all work required under the Bid Schedule(s), **BID NO. 603349-14** of the Owner's specifications, entitled **WELCOME TO LAS VEGAS SIGN PARKING LOT IMPROVEMENTS**.

NOW THEREFORE, if said Contractor, or subcontractors, fails to pay for any materials, equipment, or other supplies, or for rental of same, used in connection with the performance of work contracted to be done, or for amounts due under applicable State law for any work or labor thereon, said Surety will pay for the same in an amount not exceeding the sum specified above and, in the event suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court. This bond shall insure to the benefit of any persons, companies or corporations entitled to file claims under applicable State law.

PROVIDED, that any change order(s), alterations in the work to be done or the materials to be furnished, which may be made pursuant to the terms of said Contract, shall not in any way release either said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract release either said Contractor or said Surety, and notice of such change order(s), alterations or extensions of the Contract is hereby waived by said Surety.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

\_\_\_\_\_  
(Principal Contractor)

\_\_\_\_\_  
(Authorized Representative and Title)

By: \_\_\_\_\_  
(Signature)

Surety: \_\_\_\_\_

\_\_\_\_\_  
(Appointed Agent Name)

\_\_\_\_\_  
(State of Nevada, License Number)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Appointed Agent Name)

\_\_\_\_\_  
(License Number and Issuing State)

By: \_\_\_\_\_  
(Signature)

Address: \_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

ISSUING COMPANY MUST HOLD CERTIFICATES OF AUTHORITY AS ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY WITH LISTING IN THE DEPARTMENT OF TREASURY, FISCAL SERVICE, (DEPARTMENT OF CIRCULAR "570," CURRENT REVISIONS).

## GUARANTY BOND

**IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NEVADA REVISED STATUTE 683A AND ISSUED BY AN APPOINTED PRODUCER OF INSURANCE PURSUANT TO NEVADA REVISED STATUTE 683A. INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.**

GUARANTEE for \_\_\_\_\_

\_\_\_\_\_  
(Name and Address of Prime Contractor)

We hereby guarantee that the **BID NO. 603349-14** of the Owner's specifications, entitled **WELCOME TO LAS VEGAS SIGN PARKING LOT IMPROVEMENTS**, which we have constructed, has been done in accordance with the plans and specifications; that the work as constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of our work together with any other adjacent work which may be damaged in so doing, that may prove to be defective in workmanship or materials within a period of one year from the date of the Notice of Completion of the above named work by the County of Clark, State of Nevada, without any expense whatsoever to said County of Clark, State of Nevada, ordinary wear and unusual abuse or neglect excepted.

In the event of our failure to comply with the above mentioned conditions within 14 calendar days after being notified in writing by Clark County, Nevada, we collectively or separately, do hereby authorize Clark County, Nevada to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand. When correction work is started, it shall be carried through to completion.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

\_\_\_\_\_  
(Principal Contractor)

\_\_\_\_\_  
(Authorized Representative and Title)

By: \_\_\_\_\_  
(Signature)

Surety: \_\_\_\_\_

\_\_\_\_\_  
(Appointed Agent Name)

\_\_\_\_\_  
(State of Nevada, License Number)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Appointed Agent Name)

\_\_\_\_\_  
(License Number and Issuing State)

By: \_\_\_\_\_  
(Signature)

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

ISSUING COMPANY MUST HOLD CERTIFICATES OF AUTHORITY AS ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY WITH LISTING IN THE DEPARTMENT OF TREASURY, FISCAL SERVICE, (DEPARTMENT OF CIRCULAR "570," CURRENT REVISIONS).