**BID No. 603900-15**

# DEPARTMENT OF PUBLIC WORKS

Contract Documents and Special Provisions For

# 2015
# ANNUAL PAVEMENT MARKINGS MODIFICATION, INSTALLATION, AND MAINTENANCE CONTRACT FOR CC-215 BRUCE WOODBURY BELTWAY

**FUNDED BY**

**CLARK COUNTY PUBLIC WORKS**


**Denis Cederburg**
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CLARK COUNTY PUBLIC WORKS
500 S. GRAND CENTRAL PARKWAY
PO BOX 554000
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**COMMISSIONERS**
Steve Sisolak, Chairman – Larry Brown, Vice Chairman
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CLARK COUNTY, NEVADA

# INVITATION TO BID

**BID NO. 603900-15**
**ANNUAL PAVEMENT MARKINGS MODIFICATION, INSTALLATION, AND MAINTENANCE CONTRACT FOR CC-215 BRUCE WOODBURY BELTWAY**

NEVADA STATE LABOR COMMISSION PWP NUMBER: CL-2016-72

- Internet – Visit the Clark County Purchasing and Contracts Division website at http://www.ClarkCountyNV.gov/Purchasing. Click on "Current Opportunities" and locate Document No. 603900 in the list of current solicitations.
- Mail – Please fax a request to (702) 386-4914 specifying project number and description. Be sure to include company address, phone and fax numbers.
- Pick up - Clark County Government Center, 500 South Grand Central Parkway, Purchasing and Contracts Division, Fourth Floor, Las Vegas, NV 89106.

SCOPE OF WORK: The intent of this contract is to supplement and assist in the work currently being performed by Clark County Public Works (CCPW). The work to be performed under this contract consists of modifications, installations, and maintenance of pavement markings on Clark County 215 Bruce Woodbury Beltway including the entrance and exit ramps. Work includes the cleaning, installation, repair, removal and replacement of these pavement markings and pavement markers and related work on an assigned basis using specified materials.

ESTIMATED COST: $566,100 - $629,000.

A Pre-bid Conference will be held on **DECEMBER 18, 2015** at **10:30 a.m.**, in the Gold Conference Room on the Fourth Floor of the Clark County Government Center, at the address shown below. If your firm is unfamiliar with the County Bid Submittal procedures and would like to obtain training on the submittal process for this Bid, please contact Ashley Blanco, Purchasing Analyst, at (702) 455-1171 no later than **TUESDAY, DECEMBER 17, 2015,** and a training session will be provided immediately following the pre-bid conference referenced above.

Bids will be accepted at the Clark County Government Center, 500 South Grand Central Parkway, Purchasing and Contracts Division, Fourth Floor, Las Vegas, Nevada 89106, on or before **JANUARY 11, 2016** at **2:15:00 p.m.,** based on the time clock at the Clark County Purchasing and Contracts front desk, and will be opened immediately thereafter. Bidders and other interested parties are invited to attend the Bid opening.

**PUBLISHED**:
Las Vegas Review-Journal
DECEMBER 11, 2015

# INSTRUCTIONS TO BIDDERS

**BID NO. 603900-15**
**ANNUAL PAVEMENT MARKINGS MODIFICATION, INSTALLATION, AND MAINTENANCE CONTRACT FOR CC-215 BRUCE WOODBURY BELTWAY**

1. PROJECT SCOPE OF WORK

The intent of this contract is to supplement and assist in the work currently being performed by Clark County Public Works (CCPW). The work to be performed under this contract consists of modifications, installations, and maintenance of pavement markings on Clark County 215 Bruce Woodbury Beltway including the entrance and exit ramps. Work includes the cleaning, installation, repair, removal and replacement of these pavement markings and pavement markers and related work on an assigned basis using specified materials.

2. PRE-BID AND BID OPENING DATES

Pre-Bid Meeting – December 18, 2015: 10:30 a.m.., Gold Conference Room

Bid Opening – January 11, 2015: 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 | Clark County Public Works | Irene Lam<br>lam@clarkcountynv.gov | 603900-15 | Use email | Use email |
| Invitation to Bid, Bonds, insurance requirements (Purchasing Analyst) | Clark County Purchasing and Contracts Division | Ashley Blanco<br>Blancoa@clarkcountynv.gov | 603900-15 | Use email | Use email |
| Dust control permit | Clark County Department of Air Quality and Environmental Management | Customer Service | | (702) 455-5942 | (702) 383-9994 |
| Management of construction project after award ( Assistant Traffic Manager) | Clark County Public Works | Ty Doram<br>tyd@clarkcountynv.gov | 603900-15 | Use email | Use email |

4. CONTACT WITH OWNER DURING BIDDING PROCESS

Communication between a Bidder and a member of the Board of County Commissioners (BCC) or between a Bidder and a non-designated Owner contact, regarding this Bid is prohibited from the time the Bid is advertised until the time it is posted on an agenda for award of the 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 by the BCC.

5. DEFINITIONS

A. **Architect**: Owner's representative or other person designated by the Governing Body, acting directly or through their duly authorized representative.

B. **Addendum**: A written document issued by the Owner, via the Purchasing and Contracts Division, prior to the submission of Bids which modifies or clarifies the Bid Documents by additions, deletions, clarifications, and/or corrections.

C. **Additive/Deductive Bid Items:** An amount stated in the Bid to be added to or deducted from the contract amount for the corresponding change in the work, as described in the Bid Documents. The unit price (s) quoted shall remain firm throughout the contract term. Funding for the item(s) is provided in the Bid Form under the description of "Construction Conflicts and Additional Work," or shall be funded through the issuance of a formal change order as described herein. Bidder must quote all item(s) to be responsive and considered for award.

D. **Additive Alternate Bid Item**: An amount stated in the Bid to be added to the amount of the Base Bid if the corresponding change in the work, as described in the Bid Documents, is accepted by Owner. Additive Alternate Items may be exercised by the Owner with the award of the project, in sequential order only subject to the availability of funds. Bidder must quote all items to be responsive and considered for award.

E. **Authorized Representative**: A person designated by the Governing Body to be responsible for the development and award of the Contract for the public work.

F. **Bidder(s)**: A Prime Contractor who submits a Bid to the Owner for a project.

G. **Bid Form(s)**: The Bid Form pages, Bid Security, and any attachments

H. **Bid Option Item:** An amount stated in the Bid to be added to the amount of the Base Bid if the corresponding change in the work, as described in the Bid Documents, is accepted by Owner. Bid Option Items may be exercised by the Owner with the award of the project, in sequential order only subject to the availability of funds. Bidder must quote all items to be responsive and considered for award.

I. **Bid Documents**: Include but are not limited to, the Invitation to Bid, Instructions to Bidders, General Conditions, Special Conditions, 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.

J. **Consulting Architect/Engineer**: A licensed and registered professional contracted by the Owner to design the project's special provisions and drawings.

K. **Consulting Construction Manager**: The Construction Management firm contracted by the Owner to manage the construction of the project.

L. **Consulting Engineer**: A professional engineering firm contracted by the Owner to design the project's specifications, special provisions and drawings.

M. **Contract**: Contract documents include the Bid Documents, Contractor's Bid Form, all Addenda, Contractor's Bonds and Insurance, Subcontractor Notification letters and Notice of Award.

N. **Contractor**: The person or entity identified as such in the Contract and is referred to throughout the Contract documents as Contractor or successful Bidder. Contractor shall mean the Prime Contractor or its authorized representative as defined by Nevada Revised Statute 616A.285.

O. **Engineer**: Owner's representative or other person designated by the Governing Body, acting directly or through their duly authorized representative.

P. **Governing Body**: Used throughout these documents will mean the Clark County Board of Commissioners.

Q. **Lot**: A separate portion of work as defined in Bid Document as identified in the Special Provisions and Drawings. Each Lot may require separate bonds and insurance documents. The Contractor may bid any single Lot or multiple Lots with a single Bid security as specified within the Instructions to Bidders.

R. **Owner**: The term used throughout these documents will mean County of Clark, Las Vegas, Nevada.

S. **Planholders**: Prospective Bidder(s) who have purchased the specifications and drawings for a project.

T. **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.

U. **Successful Bidder**: Bidder who is the lowest responsive, responsible and/or best bidder, to whom the Governing Body or the authorized representative has authorized the award of the contract.

V. **Traffic Engineer**: The Traffic Manager from the Traffic Management Division as designated by the Director of Public Works acting directly or through their duly authorized representative.

6. <u>BIDDER'S REPRESENTATION</u>

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 has visited the project site and 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.

4. The Bidder(s), and the successful Contractor(s), and their Subcontractor/Independent Contractors, shall comply with all provisions of Nevada Revised Statutes, Chapter 338.017, Section 1, Paragraph 2, regarding Federal Debarment.

B. **Nevada State Contractors' 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. Owner is not bound by any oral representations, clarifications, or changes made to the written specifications by Owner'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 Bid Documents. In the event the Bidders discover such an error or omission, they shall immediately notify the Owner. The Owner will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Bid 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 Bid 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 Owner prior to submission of their Bid.

7. <u>SUBMITTAL OF BID – REQUIRED DOCUMENTS</u>

The following documents, together, comprise a Bid: The Bid Form, all Stipulated Bid Attachments, and the Bid Security, 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) The Bidder shall be bound by and comply with Nevada Revised Statute 338.141 to limit the practice of shopping for Bids and shall provide within its Bid proposal, the name of each Subcontractor which will be paid an amount exceeding five percent (5%) of the total base Bid amount. Bidder must verify prior to submitting its Bid that all Subcontractors listed are properly licensed.

A prime contractor shall include his or her name on the list. If the prime contractor will perform any work which is more than 1 percent of the prime contractor's total bid and which is not being performed by a subcontractor, the prime contractor shall also include on the list:

(1) A description of the labor or portion of the work that the prime contractor will perform; or

(2) A statement that the prime contractor will perform all work other than that being performed by a subcontractor listed.

Within 2 hours after the completion of the opening of the bids, the contractors who submitted the three lowest bids must submit a list containing:

(1) The name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid an amount exceeding $250,000.

(2) If any one of the contractors who submitted one of the three lowest bids will employ a first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will not be paid an amount exceeding $250,000, the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid 1 percent of the prime contractor's total bid or $50,000, whichever is greater.

Following are detailed delivery instructions for **1% Subcontractors List**:

***Note: Subject line of the e-mail must provide the Bid No., Project Description, and Name of Attachment**

| **HAND DELIVERY** | **E-Mail DELIVERY** |
|---|---|
| Clark County Government Center | CountyPurchasing@ClarkCountyNV.gov |
| 500 South Grand Central Parkway | *Reference above. |
| Purchasing and Contracts, 4th Floor | |
| Las Vegas, Nevada 89106 | |

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 SUCCESSFUL BIDDER acknowledges that COUNTY has an obligation to ensure that public funds are not used to subsidize private discrimination. SUCCESSFUL BIDDER 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 SUCCESSFUL BIDDER in breach of CONTRACT, terminate CONTRACT, and designate SUCCESSFUL BIDDER 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) Close-out Documentation

As a part of the required contract close-out documentation, Contractor shall submit a Summary Report of Material Suppliers and Subcontractors listing the name of the Subcontractor, Bid item or work performed, the Business Enterprise Group (BEG), Ethnicity Status, and Value of the contracts. The close-out document shall be submitted in a manner that substantially meets the format and content of the form attached hereto as **Close-out Documentation Summary Report of Subcontractors**.

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

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

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

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

**(7) EMERGING SMALL BUSINESS (ESB):**

Certified by the Nevada Governor's Office of Economic Development effective January, 2014. Approved into Nevada Law during the 77th Legislative session as a result of AB294.

**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.

5. **Miscellaneous Work Line Item(s)**

The Bid Schedule on the Bid Form includes the first line item for Miscellaneous Work. This item allows the Bidder to put in amounts for miscellaneous work that is specified in the drawings and specifications on the project, but not included in any of the other line items in the Bid Schedule.

B. **Bid Security**

1. Each Bid shall be accompanied by a Bid security (in the form of, at Bidder's option, a Cashier's Check, Certified Check, Money Order, or Bid Bond in favor of the Owner) in the amount of five percent (5%) of the base Bid amount, pledging that the Bidder will within ten (10) business days after Owner's written request for insurance, furnish the bonds and insurance as required herein, covering the faithful performance of the Contractor and the payment of all obligations arising hereunder. Bonds issued by a surety, who is an individual surety, are not acceptable to Clark County. Should the Bidder refuse to or fail to furnish such bonds and insurance, the amount of the Bid security may be forfeited to the Owner. All checks and money orders must indicate the Payee as Clark County Administrative Services-Purchasing and reflect the complete Bid number.

2. Surety companies executing bonds must be licensed to issue surety by the State of Nevada Insurance Division pursuant to Nevada Revised Statute Chapter 683A and bonds must be issued by an appointed producer of insurance pursuant to Nevada Revised Statute Chapter 683A.

3. If submitting a Bid Bond it shall be written on either a standard Bid Bond form or the enclosed form (Bid Attachment 1), and the attorney-in-fact who executes the Bond on behalf of the surety shall affix to the Bond a certified and current copy of his/her power of attorney.

4. The Owner will have the right to retain the Bid security of Bidders to whom an award is being considered until either (a) the bonds and insurance have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

5. Should this Bid contain Lots, the Bidder may choose to provide a Bid security in the form of a Cashier's Check, Certified Check or Money Order, a separate check or Money Order for EACH LOT submitted. If the Bidder elects to provide a Bid security in the form of a Bid Bond, it may be issued for five percent (5%) of the aggregate amount of all Lots submitted.

8. SUBMISSION OF BIDS

**All bids must be submitted in a sealed envelope plainly marked with the name and address of the Bidder, the Bid Number, and the Project Title in the upper left-hand corner.** No responsibility will attach to the Owner, 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

The following are detailed delivery instructions for bids:

| **HAND DELIVERY** | **U.S. MAIL DELIVERY** | **EXPRESS DELIVERY** |
|---|---|---|
| Clark County Government Center<br>500 South Grand Central Parkway<br>Purchasing and Contracts, 4th Floor<br>Las Vegas, Nevada 89106 | Clark County Government Center<br>Attn: Purchasing and Contracts, 4th Floor<br>500 South Grand Central Parkway<br>P.O. Box 551217<br>Las Vegas, Nevada 89155-1217 | Clark County Government Center<br>Attn: Purchasing and Contracts, 4th Floor<br>500 South Grand Central Parkway<br>Las Vegas, Nevada 89106 |

**Regardless of the method used for delivery, the Bidder shall be wholly responsible for the timely delivery of its bid. FAXED OR ELECTRONICALLY SUBMITTED BIDS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.**

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:**

The Owner 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 the Owner in writing of such mistake. The notice to the Owner 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 the Owner's satisfaction, the Bidder shall be prepared to meet with the Owner within 24 hours of notification by the Owner to further review the Bidder's request for withdrawal of its bid. In any case of a withdrawal, Owner may require that Bidder forfeit its bid security to the Owner.

10. TIE-BIDS

A tie-bid is defined as an instance where bids are received from two 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 Owner 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

A. **Line Item Total Prices/Evaluation**

The Bidder shall quote a total price for each line item; low bid will be defined as the lowest sum of these total prices. Mathematical errors in the line item Bid Schedule shall be corrected by Owner. For purposes of progress payments and change orders, the Owner will divide the item total by the estimated quantity contained in the Bid Form to arrive at a unit price (rounded down to the truncated cent). If there is no cost for a line item, the Bidder will enter a “0" or write the words “NO COST.” A Bidder who fails to quote a total price for each line item or modifies/changes any elements within its Bid Form may be deemed non-responsive and their bid rejected.

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 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 the Total Bid Amount. Bidders must quote all items and agree to provide the bonds and insurance specified herein to be responsive and considered for award.

The determination of award may involve all or some of the following factors: price; bidder preference, if applicable; 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 poor performance on previous County contracts.
9. Evidence of Federal Debarment in accordance with the provisions of Nevada Revised Statutes, Chapter 338.017, Section 1, Paragraph 2.

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 the Owner within 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 the Successful Bidder 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

The successful Bidder shall obtain the bonds and maintain through the contract term the insurance coverage required in Exhibit A, incorporated herein by this reference. The successful Bidder 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. The Successful Bidder must provide these within ten (10) business days from date of Owner's written request for insurance. Owner will assess the liquidated damages for submission of incorrect documents that are not corrected and returned by the tenth 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. The Successful Bidder shall provide all submittals requested in this section within ten (10) business days. If the Successful Bidder does not provide the submittals on or before the tenth business day, or fails to keep the bonds or insurance policies in effect or allows them to lapse, the Successful Bidder will pay to the Owner the amount of **$200** per day as liquidated damages.

13. 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.

An unsuccessful Bidder 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.

14. 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.

15. FEDERAL, STATE, LOCAL LAWS

All Bidders, the successful 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.

16. 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.

17. 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.

18. 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, no evidence of debarment in the Federal System of Award Management, 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 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 Notice to Proceed. Owner's departmental representative shall provide all contract administration including issuance of the written 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 and retainage, 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.

19. 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.

20. INITIAL TERM

The initial term of CONTRACT shall be from date of award through February 28, 2017.

21. CONTRACT RENEWALS

COUNTY reserves the option to renew CONTRACT for an additional two (2), one-year period(s) from its expiration date.

22. CONTRACT EXTENSION

COUNTY reserves the option to temporarily extend CONTRACT for up to ninety (90) calendar days from its expiration date for any reason. The current contract pricing shall remain in effect through the contract extension period.

23. Using Department Representative (overseeing construction activities) working hours 5:30 a.m. through 2:00 p.m. Monday through Friday.

24. Contractor (when contractor/subs can work on site) working hours as defined in each work order.

25. CONSUMPTION ESTIMATES

The quantities appearing in the Bid Form are approximate only and are prepared for the solicitation of bids. Payment to SUCCESSFUL BIDDER 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.

# GENERAL CONDITIONS

**BID NO. 603900-15**
**ANNUAL PAVEMENT MARKINGS MODIFICATION, INSTALLATION, AND MAINTENANCE CONTRACT FOR CC-215 BRUCE WOODBURY BELTWAY**

## SECTION 1: GENERAL

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 Public Works Department shall issue 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 Successful Bidder, 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 Notice to Proceed, continuing the work in accordance with the approved schedule and shall complete the entire work within **the time specified on each work order** from the date specified in the Notice to Proceed. Further, separable portions of the work may be subject to milestone or specific dates as established in this document. The Contractor shall complete all work or separable portions of work in accordance with specified milestones or specific dates and in accordance with these specifications. 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 complete the work within the time(s) specified in the Contract, or with such additional time(s) as may be granted by formal change order, or if the Contractor fails to perform the work, or any separable part thereof, with such diligence as will insure its completion within the time(s) specified in the contract or any extensions thereof, the Contractor shall pay to the Owner, as liquidated damages, the sum of **$200** for each calendar day of delay until the work is complete, together with any increased costs incurred by the Owner in completing the work.

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 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.

1.4 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.

1.5 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.

1.6 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.

1.7 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.

1.8 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, current 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 Owner. The Owner will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications.

G. Section 105.04 of the Uniform Standard Specifications for Public Works Construction Off-Site Improvements, Clark County Area, Nevada, current edition and all revisions through date of advertisement, does not apply to this Contract. That section is overridden, replaced and controlled by this Section 1.8 of the General Conditions of this Contract.

## 1.9 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.

## 1.10 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.

## 1.11 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 Architect or Engineer, a written request for substitution accompanied by all data necessary for the Architect or Engineer 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 on the part of the Architect or Engineer to determine such substitute to be the equal of that specified.

The Architect or Engineer 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 Architect/Engineer 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.

B. If materials are not specifically purchased for the work, but are taken from the Contractor's stock, then in lieu of invoices, there shall be submitted to the Owner statements accompanied by an affidavit of the Contractor, certifying such materials were taken from its stock and the price and transportation claimed represent the actual cost to the Contractor.

C. It is understood and agreed that the transfer of title to and the Owner’s payment of such stored or stockpiled material shall in no way relieve the Contractor of its responsibility for furnishing and placing such materials in accordance with the requirements of the Contract, plans, and specifications.

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, replacement 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 $250,000 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) 486-2650. 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 $250,000, 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, 4th 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 $250,000, 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. 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 STATE OF NEVADA LEGAL HOLIDAYS

The Contractor is advised that below there are 10 firm legal holidays and 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 Owner's representative prior to commencement of the Project.

3.3 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.

3.4 EMPLOYMENT OF UNAUTHORIZED ALIENS

In accordance with the Immigration Reform and Control Act of 1986, the successful Bidder agrees that it will not employ unauthorized aliens in the performance of this contract.

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 successful Bidder acknowledges that the Owner has an obligation to ensure that public funds are not used to subsidize private discrimination. The successful Bidder 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 successful Bidder in breach of the contract, terminate the contract, and designate the successful Bidder 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 1,1.2(D).

The Contractor shall not substitute a subcontractor for any portion of the Work which was previously indicated would be performed by the Contractor unless such substitution meets the requirements of NRS Chapter 338.

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. Eligibility for the preference will be established if the Bidder, at the time of Bid: 1) submits a valid 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, within 2 hours after the completion of the opening of the Bid by the Owner, included as part of the Bid Documents and hereafter incorporated into the Contract. A person who submitted a bid on the public work or an entity who believes that the contractor who was awarded the contract for the public work 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 NRS 338.147. 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, within 2 hours after the completion of the opening of the 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 who submitted a Bid who believes that the Contractor that obtained a preference bidding by submitting within 2 hours after the completion of the opening of the bids 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 who submitted a Bid a Contractor who submitted an Affidavit within 2 hours after the completion of the opening of the bids 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 within 2 hours after the completion of the bid opening of the 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 public 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 COSTS 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 in Section 3, Labor, 3.1 Prevailing Wages.

   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 in Section 3, Labor, 3.1 Prevailing Wages.

   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 $250,000 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.

5.2 RELEASE OF RETENTION

Not more than 95 percent of the amount of any progress payment must be paid until 50 percent of the work required by the CONTRACTOR has been performed. The amount of retention with respect to progress payments shall be five percent (5%) until the work is 50 percent complete. After the work is 50 percent complete, no further amount shall be retained from future progress payments, provided CONTRACTOR is making satisfactory progress. In the event of unsatisfactory progress, Owner shall retain five percent (5%) from any progress payments. Owner, or Owner representative shall determine when the work is 50 percent complete.

The specified retention amount will be released following the Owner's issuance/approval of the Notice of Completion, provided that the following conditions are met:

1. All punch list items have been completed.
2. A Certificate of Occupancy or temporary Certificate of Occupancy has been received (if applicable).
3. Final record drawings and specifications have been submitted (if applicable).
4. No known premium delinquency exists with the Contractor's workers' compensation insurer.
5. All required documentation has been submitted to the Owner and no request has been made to the Owner by the Labor Commissioner, to hold retention.

The Owner may at its discretion, withhold only the estimated portion of the retention monies needed to finish any of the five uncompleted conditions as specified above, and only with written notice to the Contractor. The difference of the retention may then be paid.

**SECTION 6: PROJECT COMPLETION**

6.1 USE OF COMPLETED PORTIONS OF WORK

A. 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.

B. 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.

C. 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.

D. 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.

E. 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 cannot 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. If the claim, dispute or controversy is not resolved by non-binding mediation, then the parties may proceed with judicial action in District Court. In no way is this Contract intended or to be interpreted to require arbitration.

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 presentment 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.

H. 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.

7.10 SECTION 105.17(c) OF THE UNIFORM STANDARD SPECTIFICATIONS FOR PUBLIC WORKS CONSTRUCTION OFF-SITE IMPROVEMENTS DOES NOT APPLY

Section 105.17(c) of the Uniform Standard Specifications for Public Works Construction Off-Site Improvements, Clark County Area, Nevada, current edition and all revisions through date of advertisement, does not apply to this Contract. That section is overridden and controlled by Section 7 of the General Conditions of this Contract.

**SECTION 8: FORCE MAJEURE**

8.1 FORCE MAJEURE

Contractor shall be excused from performance of the work during the time and to the extent that it is prevented from obtaining, delivering, or performing, by acts of God, fire, war, loss, or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. Contractor shall provide Owner satisfactory evidence that non-performance is due to other than fault or negligence on its part.

# CLARK COUNTY, NEVADA

# BID FORM

**BID NO. 603900-15**
**ANNUAL PAVEMENT MARKINGS MODIFICATION, INSTALLATION, AND MAINTENANCE CONTRACT FOR CC-215 BRUCE WOODBURY BELTWAY**
**PWP NUMBER: CL-2016-72**

_____
(NAME)

_____
(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. Have completed all information in the blanks provided and have submitted the following within this Bid:

   a) Have listed the name of each Subcontractor which will be paid an amount exceeding five percent (5%) of the Total Base Bid amount.

   b) Attached a bid security (in the form of, at my option, a Cashiers Check, Certified Check, Money Order, or Bid Bond in favor of the Owner in the amount of five percent (5%) of the Total Base Bid amount.

   c) If claiming the preference eligibility, I have submitted a valid Certificate of Eligibility with this Bid.

4. I acknowledge that if I am one of the three apparent low bidders at the bid opening, and if I have listed Subcontractor(s) pursuant to NRS 338.141, I must submit Bid Attachment 2 within two-hours after completion of the bid opening pursuant to the Instructions to Bidders, forms must be submitted via hand delivery or email to COUNTYPURCHASING@CLARKCOUNTYNV.GOV and I understand that hand delivery is recommended, and Owner shall not be responsible for lists received after the two-hour time limit, regardless of the reason. I understand that submission after the two-hour time limit is not allowed and will be returned to me and the bid will be deemed non-responsive. I acknowledge that for all projects, I will list:

   a) My firm's name on the list If my firm will perform any work which is more than 1 percent of the prime contractor's total bid and which is not being performed by a subcontractor. The prime contractor shall also include on the list:

      1) A description of the labor or portion of the work that the prime contractor will perform: or

      2) A statement that the prime contractor will perform all work other than that being performed by a subcontractor listed.

   b) The name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid an amount exceeding $250,000.

   c) If I will employ a first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will not be paid an amount exceeding $250,000, the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid 1 percent of the prime contractor's total bid or $50,000, whichever is greater.

**5.** I acknowledge that if I am one of the three apparent low bidders at bid opening, and if I have submitted a valid Certificate of Eligibility as described in 3.c above, I must submit Bid Attachment 3, Affidavit Pertaining to Preference Eligibility, within two-hours after completion of the bid opening pursuant to the General Conditions. The forms must be submitted via hand delivery or email to COUNTYPURCHASING@CLARKCOUNTYNV.GOV and I understand hand delivery is recommended. Owner shall not be responsible for lists received after the two-hour time limit, regardless of the reason. I understand that submission of the Certificate after the two-hour time limit is not allowed and it will be returned to me and the bid will be deemed non-responsive.

6. 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.

7. I acknowledge that my bid is based on the current State of Nevada prevailing wages.

8. 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.

9. Upon faxed or mailed receipt of Owner's written request for insurance, I will provide the following submittals within ten (10) business days from receipt of the Notice:

   a) Performance Bond, Labor and Material Payment Bond and a Guaranty Bond, for 100% of the Contract amount as required.

   b) 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.

10. I acknowledge that if I do not provide the above submittals on or before the tenth business day after receipt of the Owner's written request for insurance; 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 **$200** per day as liquidated damages.

11. 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.

12. 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.**

13. 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.

14. 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.

15. 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.

16. 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, _____ |
| Addendum No. _____ | dated, _____ | Addendum No. _____ | dated, _____ |
| Addendum No. _____ | dated, _____ | Addendum No. _____ | dated, _____ |
| Addendum No. _____ | dated, _____ | Addendum No. _____ | dated, _____ |

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

**BID SCHEDULE**

| ITEM NUMBER | ITEM DESCRIPTION | APPROX. QUANTITY | UNIT | TOTAL |
|---|---|---|---|---|
| 109.01 | MISCELLANEOUS WORK | 1 | FA | $ 50,000.00 |
| 202.01 | REMOVE MARKINGS (8-INCH) | 150,000 | LF | $ |
| 202.02 | REMOVE MARKINGS (12-INCH) | 30,000 | LF | $ |
| 202.03 | REMOVE MARKINGS (RAISED PAVEMENT MARKERS) | 1,000 | EA | $ |
| 628.01 | 8-INCH SOLID WHITE LINE (POLYUREA) | 105,000 | LF | $ |

| BID SCHEDULE | | | | |
|---|---|---|---|---|
| **ITEM NUMBER** | **ITEM DESCRIPTION** | **APPROX. QUANTITY** | **UNIT** | **TOTAL** |
| 628.02 | 12-INCH SOLID WHITE LINE (POLYUREA) | 30,000 | LF | $ |
| 628.03 | 8-INCH SOLID YELLOW LINE (POLYUREA) | 105,000 | LF | $ |
| 628.04 | 12-INCH SOLID YELLOW LINE (POLYUREA) | 3,000 | LF | $ |
| 628.05 | POWER WASH EXISTING MARKINGS | 22,000 | LF | $ |
| 633.01 | NON-REFLECTIVE PAVEMENT MARKER | 10,000 | EA | $ |
| 633.02 | REFLECTIVE PAVEMENT MARKER | 20,000 | EA | $ |
| | | | **TOTAL BID AMOUNT** | $ |

**SUBCONTRACTORS EXCEEDING 5% OF BASE BID AMOUNT**

**PRIME CONTRACTOR MUST INCLUDE ITS NAME ON THIS LIST IF HE OR SHE INTENDS TO PERFORM ANY WORK NOT PERFORMED BY A SUBCONTRACTOR AND INCLUDED A DESCRIPTION OF THE LABOR OR PORTION OF THE WORK OR A STATEMENT THAT ALL WORK OTHER THAN THAT BEING PERFORMED BY A SUBCONTRACTOR.**
THE CONTRACTOR SHALL NOT SUBSTITUTE A SUBCONTRACTOR WHO IS NAMED IN THIS BID, PURSUANT TO NEVADA REVISED STATUTE 338.141. THE FOLLOWING SUBCONTRACTORS SHALL BE UTILIZED. A BIDDER, WHICH FAILS TO LIST A SUBCONTRACTOR (S), REPRESENTS THAT NO SUBCONTRACTOR(S) MEET THE STATUTORY REQUIREMENTS.

| DESCRIPTION OF WORK | PRIME CONTRACTORS' NAME(S) | *BEG | *ETHNICITY |
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| **DESCRIPTION OF WORK** | **SUBCONTRACTORS' FIRM NAME(S)** | ***BEG** | ***ETHNICITY** |
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**Legal Name of Firm as it Would Appear in Contract**

Signature of Bidder (Authorized Representative)

Today's Date

**Reference Instructions to Bidders for Definitions (Section 7.3(d)).*

18. BUSINESS ENTERPRISE INFORMATION:

The Prime Contractor submitting this Bid is a ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ VET ☐ DVET ☐ ESB as defined in the Instructions to Bidders.

19. 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.

20. 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 3).

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

21. _____

**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

# BID ATTACHMENT 1
# BID 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 we, the undersigned, _____ as Principal Contractor, and _____ as Surety, are hereby held and firmly bound unto CLARK COUNTY, NEVADA as OWNER in the penal sum of five (5) percent of the base bid amount for the payment of which, well and truly to be made, were hereby jointly and severally bind ourselves, successors and assigns.

Signed this _____ day of _____, 20____.

The condition of the above obligation is such that whereas the Principal has submitted to CLARK COUNTY, NEVADA a certain BID attached hereto and hereby made a part hereof to enter into a contract in writing, for **BID NO. 603900-15**, **ANNUAL PAVEMENT MARKINGS MODIFICATION, INSTALLATION, AND MAINTENANCE CONTRACT FOR CC-215 BRUCE WOODBURY BELTWAY**.

NOW, THEREFORE,

a) If said BID shall be rejected; or

b) If said BID shall be accepted and the Principal Contractor shall deliver an insurance certificate and bonds pursuant to the forms attached hereto properly completed in accordance with said BID, and shall furnish a BOND for their faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the Agreement created by the acceptance of said BID;

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and the Surety has caused their seal to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Bond must be acceptable to Clark County.

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

_____

Surety: _____

_____
(Principal Contractor)

_____
(State of Nevada, License Number)

_____
(Authorized Representative and Title)

_____
(Appointed Agent Name)

By: _____
(Signature)

By: _____
(Signature)

Address: _____

_____

Telephone: _____

# BID ATTACHMENT 2
# DESIGNATION OF SUBCONTRACTORS

## SUBCONTRACTORS EXCEEDING 1% OF BASE BID AMOUNT

**PRIME CONTRACTOR MUST INCLUDE ITS NAME ON THIS LIST IF HE OR SHE INTENDS TO PERFORM ANY OF THE LABOR OR PORTIONS OF THE PUBLIC WORK.**

Within 2 hours after the completion of the opening of the bids, the contractors who submitted the three lowest bids must submit a list containing:

(1) The name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid an amount exceeding $250,000.

(2) If any one of the contractors who submitted one of the three lowest bids will employ a first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will not be paid an amount exceeding $250,000, the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid 1 percent of the prime contractor's total bid or $50,000, whichever is greater.

A bidder that fails to submit the list within the required time represents that no subcontractor(s) meet the statutory requirements. The contractor shall not substitute any person for a subcontractor who is named in this bid, pursuant to Nevada Revised Statute 338.141. If a contractor does not submit this list and has subcontractor(s) that meet the statutory requirements, its bid shall be deemed not responsive.

| DESCRIPTION OF WORK | CONTRACTOR'S NAME(S) | NV STATE CONTRACTORS' LICENSE NUMBER | *BEG | *ETHNICITY |
|---|---|---|---|---|
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| **DESCRIPTION OF WORK** | **SUBCONTRACTOR'S FIRM NAME(S)** | **NV STATE CONTRACTORS' LICENSE NUMBER** | ***BEG** | ***ETHNICITY** |
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**Legal Name of Firm as it would appear in Contract** _____ Telephone Number _____

Address including City, State and Zip Code _____ Signature of Bidder (Authorized Representative) _____

* *Reference Instructions to Bidders for Definitions (Section 7.3(d))*

# BID ATTACHMENT 3
# AFFIDAVIT PERTAINING TO PREFERENCE ELIGIBILITY

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. 603900-15, Project Name Annual Pavement Markings Modification, Installation, and Maintenance Contract for CC-215 Bruce Woodbury Beltway ("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, Applicant, or Designated-Build Team 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 3
# AFFIDAVIT PERTAINING TO PREFERENCE ELIGIBILITY


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<br>2. Executive Officer (as indicated in the Article of Incorporation) |
| Limited Liability Company | 1. Member, if Member-Managed LLC<br>2. Manager, if Manager-Managed LLC |

# EXHIBIT A

# 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 substantial 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 **ten (10) business days** after Owner's written request for insurance, 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 Substantial 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 **ten (10) business days** after Owner's written request for insurance, 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. Owner, its officers, employees, agents, and volunteers, NV Energy, 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, NV Energy,

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.

G. 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. **Separate copies of additional insured endorsements are required and must be attached to any certificate of insurance. Policy number must be referenced on endorsement or the form number must be referenced on certificate.**

H. 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. ***If the deductible is "zero" it must still be referenced on the certificate.***

I. 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.

J. 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, it 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 **ten (10) business days** after Owner's written request of insurance. 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 **$1,000,000** combined single limit per occurrence for bodily injury (including death), personal injury and property damages. **A separate copy of the waiver of subrogation endorsement must be provided. A separate copy of the additional insured endorsement is required and must be provided for Commercial General Liability. Policy number must be referenced on endorsement or the form number must be referenced on certificate.**

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**. A separate copy of the additional insured endorsement is required and must be provided for Automobile Liability policies. Policy number must be referenced on endorsement or the form number must be referenced on certificate.**

K. 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.

L. 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.

M. 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.

N. The Contractor shall pay all premiums and costs of insurance.

O. Regardless of the coverage provided by any insurance policy, the Contractor shall indemnify, defend and hold Owner, 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.

SUPPLEMENTAL INSURANCE BUILDERS RISK FOR CONSTRUCTION OF NEW STRUCTURES, ADDITIONS, ALTERATIONS OR REPAIRS TO COUNTY REAL PROPERTY

1. **During the term of this Contract OWNER shall provide insurance as follows:**

Builder's Risk or Course of Construction Insurance, insuring on an "all risk" basis, subject to policy(s) exclusions, equal to a maximum of $1,000,000 covering the project and all materials and equipment to be incorporated therein, including property in transit or elsewhere and insuring the interests of the Owner, Contractors, and their Subcontractors of any tier providing equipment, materials, or services for the project. Coverage is as follows:

| | | |
|---|---|---|
| PRODUCER<br>COMPANY | Leavitt Insurance Agency<br>7881 W. Charleston Blvd. #140<br>Las Vegas, NV 89117 | The Travelers Insurance Co.,<br>c/o Leavitt Insurance Agency<br>7881 W. Charleston Blvd. #140<br>Las Vegas, NV 89117 |
| Telephone Number: | (702) 947-4016 | |
| Fax Number: | (702) 947-4010 | |
| Email: | guy-cottino@leavitt.com | |

INSURED:

Clark County, Nevada; Its Contractors and Subcontractors of any tier: Clark County Risk Management, 500 South Grand Central Parkway, 5th Floor, PO Box 551711, Las Vegas Nevada 89155-1711.

DEDUCTIBLES:

Each loss shall be adjusted separately for any one Insured Project and any one Occurrence, and from the amount of each adjusted loss, the amount as stated below shall be deducted:

A. In respect of losses arising from all other insured perils: $25,000 per each occurrence.

B. In respect of losses arising from the peril of flood: $150,000 per each occurrence.

C. In respect of losses arising from the peril of earthquake, volcanic eruption, landslide or mine subsidence: $500,000 per each occurrence.

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: **If the certificate holder is an ADDITIONAL INSURED, the policy (ies) must be endorsed.** If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|---|---|---|---|
| PRODUCER<br>INSURANCE BROKER'S NAME<br>ADDRESS | CONTACT NAME: | | |
| | PHONE (A/C No. Ext): BROKER'S PHONE NUMBER | FAX (A/C No.) BROKER'S FAX NUMBER | |
| | E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS | | |
| | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURED<br>CONTRACTOR'S NAME<br>ADDRESS<br>PHONE & FAX NUMBERS | INSURER A: | | |
| | INSURER B: | | COMPANY'S |
| | INSURER C: | | |
| | INSURER D: | | BEST KEY |
| | INSURER E: | | |
| | INSURER F: | | RATING |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADD'L INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YY) | POLICY EXP (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | GENERAL LIABILITY | X | | | | | EACH OCCURRENCE | $ 1,000,000 |
| | X COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 50,000 |
| | CLAIMS-MADE X OCCUR. | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS – COMP/OP AGG | $ 2,000,000 |
| | POLICY X PROJECT LOC | | | | | | **DEDUCTIBLE MAXIMUM** | **$ 25,000** |
| | AUTOMOBILE LIABILITY | X | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ALL OWNED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | SCHEDULED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | HIRED AUTOS | | | | | | | $ |
| | NON-OWNED AUTOS | | | | | | **DEDUCTIBLE MAXIMUM** | **$ 25,000** |
| | WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY Y/N | N/A | | | | | WC STATU-TORY LIMITS / OTHER | $ |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | | | E.L. DISEASE – E.A. EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE – POLICY LIMIT | $ |
| | | | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

BID NO. 603900-15; ANNUAL PAVEMENT MARKINGS MODIFICATION, INSTALLATION, AND MAINTENANCE CONTRACT FOR CC-215 BRUCE WOODBURY BELTWAY. CLARK COUNTY, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS, NV ENERGY, ARE INSUREDS WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

| CERTIFICATE HOLDER | CANCELLATION |
|---|---|
| CLARK COUNTY, NEVADA<br>C/O PURCHASING AND CONTRACTS DIVISION<br>GOVERNMENT CENTER, FOURTH FLOOR<br>500 S. GRAND CENTRAL PARKWAY<br>P.O. BOX 551217<br>LAS VEGAS, NV 89155-1217 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE |

SAMPLE

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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 4TH 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, NV ENERGY, ARE INSUREDS WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.**

SAMPLE

BOND NUMBER: _____
Bid No. 603900-15
CLARK COUNTY, NEVADA

# 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. 603900-15** of the Owner's specifications, entitled **ANNUAL PAVEMENT MARKINGS MODIFICATION, INSTALLATION, AND MAINTENANCE CONTRACT FOR CC-215 BRUCE WOODBURY BELTWAY.**

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)

By: _____
(Signature)

_____
(License Number and Issuing State)

Address: _____

_____

Telephone: _____

_____
(State of Nevada, License Number)

_____
(Appointed Agent Name)

By: _____
(Signature)

Address: _____

_____

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. 603900-15, ANNUAL PAVEMENT MARKINGS MODIFICATION, INSTALLATION, AND MAINTENANCE CONTRACT FOR CC-215 BRUCE WOODBURY BELTWAY**.

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)

By: _____
(Signature)

_____
(License Number and Issuing State)

Address: _____

_____

Telephone: _____

_____
(State of Nevada, License Number)

_____
(Appointed Agent Name)

By: _____
(Signature)

Address: _____

_____

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. 603900-15, ANNUAL PAVEMENT MARKINGS MODIFICATION, INSTALLATION, AND MAINTENANCE CONTRACT FOR CC-215 BRUCE WOODBURY BELTWAY**, 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 Substantial 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).

# EXHIBIT B
# MEDIATOR AGREEMENT

This Agreement ("Agreement") is made and entered into this _____ day of _____, by and between the County of Clark ("County"), _____ ("Contractor") and _____ ("Mediator"). County and _____ are collectively referred to as "Parties".

WHEREAS, _____was awarded the Bid No. _____ for the _____ Project, and the County and _____ entered into a contract entitled _____ ("Contract");

WHEREAS, a claim, dispute or controversy relating to the Contract has arisen between the Parties;

WHEREAS, the Parties have haven been unsuccessful in resolving the claim, dispute or controversy by informal negotiations as required in section _____ of the Contract,

WHEREAS, _____ has submitted a demand to _____ for non-binding informal mediation of the claim, dispute or controversy, pursuant to section _____ of the Contract;

WHEREAS, the Contract requires the Parties to mutually agree upon a private independent mediator to mediate the claim, dispute or controversy;

WHEREAS, the Parties have mutually agreed to hire Mediator in this matter;

WHEREAS, Mediator is willing to accept this appointment;

NOW THEREFORE, the County, Contractor and Mediator agree as follows:

1. Scope of Services

The Parties hereby retain and appoint Mediator to mediate the above-referenced claim, dispute or controversy arising out of the Contract. Mediator agrees to conduct a mediation in accordance with section 7 of the General Conditions of the Contract and consistent with the most current version of "The Model Standards of Conduct for Mediators" as approved by the American Arbitration Association. Additionally, Mediator agrees to conduct the mediation consistent with sections addressing "Mediator's Impartiality and Duty to Disclose", "Duties and Responsibilities of the Mediator" and "Confidentiality" of the current version of the "Construction Industry Mediation Procedures" as approved by the American Arbitration Association.

2. Mediator's Fees and Expenses

Mediator will charge an hourly rate of $_____ for his services as a mediator. The Parties are equally responsible for the cost of the Mediator. The County is responsible for fifty-percent (50%) of the fees of Mediator and Contractor is responsible for fifty-percent (50%) of the cost of Mediator.

The County and Contractor agree to reimburse Mediator for reasonable expenses including, but not limited to, long distance telephone calls, photocopying and mailing fees.

3. Billing

Mediator will provide, on a monthly basis, invoices to the County and Contractor itemizing all services provided. Mediator agrees to bill the County for its fifty-percent (50%) share and Mediator agrees to bill the Contractor for its fifty-percent (50%) share. Mediator understands and agrees that the Parties are only responsible for their respective fifty-percent (50%) shares. If the Contractor does not pay Mediator its fifty-percent (50%) share of the fees, then the County is not responsible. Likewise, if the County does not pay Mediator its fifty-percent (50%) share of the fees, then the Contractor is not responsible.

The County and Contractor agree to make payment for Mediator's fees and expenses within sixty (60) days after receipt of such billings.

4. Term

The term of this Agreement shall commence on the date of this Agreement and shall continue until Mediator concludes the above-referenced matters on which he is serving as the Parties' Mediator.

5. Amendment and Modification

No provision of this Agreement will be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in writing and signed by the authorized agents of both parties.

6. Applicable Law

This Agreement shall be governed by and interpreted according to the laws of the State of Nevada.

7. Exclusive Benefit of the Parties

Except as specifically provided in this section, this Agreement is not intended to create any rights, powers or interests in any third party and this Agreement is entered into for the exclusive benefit of the County, Contractor and Mediator.

8. Notices

Any notice required or permitted to be given under this Agreement shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery or United States Mail at the following addresses:

**To County:** _____
_____
_____
_____

**To Contractor:** _____
_____
_____
_____

**To Mediator:** _____
_____
_____
_____

Either party may, at any time and from time to time, change its address by written notice to the other party.

9. Entire Agreement

This Agreement constitutes the entire agreement between the parties and may only be modified, supplemented or amended by a written agreement signed by both parties.

**(SIGNATURE ON NEXT PAGE)**

**IN WITNESS WHEREOF,** the parties have caused this contract to be signed and intend to be legally bound thereby.

CLARK COUNTY, a political subdivision of the State of Nevada

By:_____
Board of County Commissioners

ATTEST:

_____
LYNN GOYA, County Clerk

By: _____

Name:_____

Its:_____
CONTRACTOR

STATE OF NEVADA )
) ss.
COUNTY OF CLARK )

On this _____ day of _____, 20__, before me the undersigned, a Notary Public, in and for said County and State, personally appeared _____, who acknowledged to me that _____ executed the above instrument for the purposes herein stated.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC
In and for said County and State

By: _____

Name:_____

Its:_____
MEDIATOR

STATE OF NEVADA )
) ss.
COUNTY OF CLARK )

On this _____ day of _____, 20__, before me the undersigned, a Notary Public, in and for said County and State, personally appeared _____, who acknowledged to me that _____ executed the above instrument for the purposes herein stated.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC
In and for said County and State

Approved as to form:

_____
Laura C. Rehfeldt
Deputy District Attorney

# EXHIBIT B

# CONFIDENTIALITY AGREEMENT

**THIS CONFIDENTIALITY AGREEMENT** (hereinafter referred to as ("Confidentiality Agreement") is made and entered into this ____ day of _____, 20__ by and between the County of Clark, a political subdivision of the State of Nevada, ("County"), and _____ ("_____"). County and _____ are collectively referred to as "Parties".

**RECITALS**

WHEREAS, _____ was awarded Bid No. 603900-15 for the _____ Project, and the County and _____entered into a contract entitled Annual Pavement Markings Modification, Installation, and Maintenance Contract for CC-215 Bruce Woodbury Beltway ("Contract");

WHEREAS, a claim, dispute or controversy relating to the Contract has arisen between the Parties;

WHEREAS, the Parties have haven been unsuccessful in resolving the claim, dispute or controversy by informal negotiations as required in section _____ of the Contract,

WHEREAS, _____ has submitted a demand to _____ for non-binding informal mediation of the claim, dispute or controversy, pursuant to section _____ of the Contract;

WHEREAS, pursuant to section _____ of the Contract, the Parties are required to enter into this Confidentiality Agreement as a condition of the informal nonbinding mediation prior to the commencement of the mediation;

NOW THEREFORE, in consideration of the premises and covenants herein contained, it is mutually agreed by and between the parties hereto as follows:

**AGREEMENT**

IT IS HEREBY AGREED by and between the Parties, their directors, officers, representatives and employees to maintain the confidentiality of the mediation and not disclose any statements, documents or information of merit or substance relating to the mediation. The Parties agree not to rely upon or introduce as evidence in any arbitral, judicial or other proceedings the following:

a) views expressed or suggestions or offers made by another party or the mediator in the course of the mediation proceedings, with respect to a possible settlement of a dispute, and with respect to negotiations that preceded the mediation;

b) admissions made by another party in the course of the mediation proceedings and negotiations that preceded the mediation relating to the merits of the dispute;

c) written and oral statements made or documents exchanged;

d) proposals made or views expressed by the mediator; or

e) the fact that another party had or had not indicated willingness to a proposal for settlement made by another party or the mediator.

The confidentiality of this provision is waived in the event the disclosure constitutes probative evidence in a pending action alleging negligence or willful misconduct of the mediator.

IT IS FURTHER AGREED by and between the Parties, their directors, officers, representatives and employees that no cause of action may be asserted based upon the manner in which the mediation is conducted or what transpires during the mediation proceeding.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CLARK COUNTY, a political subdivision of the State of Nevada

By: _____
Donald G. Burnette,
County Manager

By: _____

Name: _____

Its: _____

ATTEST:

_____
LYNN GOYA, County Clerk

STATE OF NEVADA )
) ss.
COUNTY OF CLARK )

On this _____ day of _____, 20__, before me the undersigned, a Notary Public, in and for said County and State, personally appeared _____, who acknowledged to me that ____he ____ executed the above instrument for the purposes herein stated.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

Approved as to form:

_____
Deputy District Attorney
Laura C. Rehfeldt

# 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), Physically-Challenged Business Enterprise (PBE), Veteran Owned Business (VET), Disabled Veteran Owned Business (DVET), or Emerging Small Business (ESB) . 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 Business Enterprise (VET):** An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51 percent owned and controlled by one or more U.S. Veterans.
- **Disabled Veteran Owned Business Enterprise (DVET):** A Nevada business at least 51 percent owned/controlled by a disabled veteran.
- **Emerging Small Business (ESB):** Certified by the Nevada Governor's Office of Economic Development effective January, 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

***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.

***Nevada 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. (*Do not leave blank. If none or zero, put the number 0 in the space provided.)**

***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, 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). **This will also include Clark County Detention Center.**

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

**Business Entity Type (Please select one)**

| | | | | | | |
|---|---|---|---|---|---|---|
| ☐ Sole Proprietorship | ☐Partnership | ☐ Limited Liability Company | ☐ Corporation | ☐ Trust | ☐ Non-Profit Organization | ☐ Other |

**Business Designation Group (Please select all that apply)**

| | | | | | | |
|---|---|---|---|---|---|---|
| ☐ MBE | ☐ WBE | ☐ SBE | ☐ PBE | ☐ VET | ☐DVET | ☐ ESB |
| Minority Business Enterprise | Women-Owned Business Enterprise | Small Business Enterprise | Physically Challenged Business Enterprise | Veteran Owned Business | Disabled Veteran Owned Business | Emerging Small Business |

## Number of Clark County Nevada Residents Employed:

| | | |
|---|---|---|
| | | |
| **Corporate/Business Entity Name:** | | |
| **(Include d.b.a., if applicable)** | | |
| **Street Address:** | | **Website:** |
| **City, State and Zip Code:** | | **POC Name:**<br>**Email:** |
| **Telephone No:** | | **Fax No:** |
| **Nevada Local Street Address:**<br>**(If different from above)** | | **Website:** |
| **City, State and Zip Code:** | | **Local Fax No:** |
| **Local Telephone No:** | | **Local POC Name:**<br>**Email:** |

**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<br>(Not required for Publicly Traded Corporations/Non-profit organizations) |
|---|---|---|
| | | |
| | | |
| | | |

***This section is not required for publicly-traded corporations. Are you a publicly-traded corporation?*** ☐ Yes ☐ No

1. Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center 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, Department of Aviation, Clark County Detention Center 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 _____



REVISED 7/25/2014

# 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 |
|---|---|---|---|
| | | | |
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| | | | |

* County employee means Clark County, Department of Aviation, Clark County Detention Center 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 any way with the business in performance of the contract?

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

# WORKERS EMPLOYED REPORT (A) (PER N.R.S. 338.070)

**Project Number:** _____ **Date:** _____

**Project Name:** _____ **PWP Number:** _____

**General Contractor:** _____ **Subcontractor:** _____

**Prepared by:** _____ **Contact Number:** _____

**Email Address:** _____

| | Worker Name | Workers Occupation | Has a Drivers License or Identification Card | State Issued | Wages | Per Diem | Benefits |
|---|---|---|---|---|---|---|---|
| 1 | | | ☐YES or ☐NO | | | | |
| 2 | | | ☐YES or ☐NO | | | | |
| 3 | | | ☐YES or ☐NO | | | | |
| 4 | | | ☐YES or ☐NO | | | | |
| 5 | | | ☐YES or ☐NO | | | | |
| 6 | | | ☐YES or ☐NO | | | | |
| 7 | | | ☐YES or ☐NO | | | | |
| 8 | | | ☐YES or ☐NO | | | | |
| 9 | | | ☐YES or ☐NO | | | | |
| 10 | | | ☐YES or ☐NO | | | | |
| 11 | | | ☐YES or ☐NO | | | | |
| 12 | | | ☐YES or ☐NO | | | | |
| 13 | | | ☐YES or ☐NO | | | | |
| 14 | | | ☐YES or ☐NO | | | | |
| 15 | | | ☐YES or ☐NO | | | | |
| 16 | | | ☐YES or ☐NO | | | | |
| 17 | | | ☐YES or ☐NO | | | | |
| 18 | | | ☐YES or ☐NO | | | | |
| 19 | | | ☐YES or ☐NO | | | | |
| 20 | | | ☐YES or ☐NO | | | | |

**DO NOT INCLUDE ANY LICENSE OR I.D. NUMBERS**

# WORKERS EMPLOYED REPORT (B) (PER N.R.S. 338.070)

**Project Number:** _____ **Date:** _____

**Project Name:** _____ **PWP Number:** _____

**General Contractor:** _____ **Subcontractor:** _____

**Prepared by:** _____ **Contact Number:** _____

**Email Address:** _____

| | Worker Name | Driver's License No. or Identification No. | State Issued | First day on Project | Last day on Project |
|---|---|---|---|---|---|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| 6 | | | | | |
| 7 | | | | | |
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| 18 | | | | | |
| 19 | | | | | |
| 20 | | | | | |

**CONFIDENTIAL**

# NON-APPORTIONED VEHICLE REPORT

**Project Number:** _____ **Date:** _____

**Project Name:** _____ **PWP Number:** _____

**General Contractor:** _____ **Subcontractor:** _____

**Prepared by:** _____ **Contact Number:** _____

**Email Address:** _____

| | Owner Name | Vehicle Description | License No. and State |
|---|---|---|---|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |
| 9 | | | |
| 10 | | | |
| 11 | | | |
| 12 | | | |
| 13 | | | |
| 14 | | | |
| 15 | | | |
| 16 | | | |
| 17 | | | |
| 18 | | | |

# MATERIALS PURCHASED REPORT

**Project Number:** _____ **Date:** _____

**Project Name:** _____ **PWP Number:** _____

**General Contractor:** _____ **Subcontractor:** _____

**Prepared by:** _____ **Contact Number:** _____

**Email Address:** _____

| | Material Supplier Name | Address | Materials Purchased |
|---|---|---|---|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
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| 9 | | | |
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| 17 | | | |
| 18 | | | |
| 19 | | | |
| 20 | | | |

# CLOSEOUT DOCUMENTATION SUMMARY REPORT OF SUBCONTRACTORS

**Project Number:** _____ **Date:** _____

**Project Name:** _____ **PWP Number:** _____

**General Contractor:** _____ **Subcontractor:** _____

**Prepared by:** _____ **Contact Number:** _____

**Email Address:** _____

| | Subcontractor Name | *BEG | Ethnicity | Address | Bid Item or Work Performed | Value of Contract |
|---|---|---|---|---|---|---|
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |
| 5 | | | | | | |
| 6 | | | | | | |
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| 20 | | | | | | |

**Reference Instruction to Bidders for definitions.*

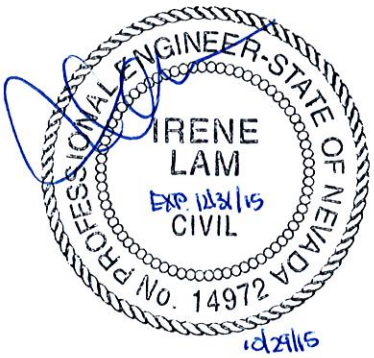
**CLARK COUNTY**
**DEPARTMENT OF PUBLIC WORKS**

**SPECIAL PROVISIONS**
**PREPARED FOR**

# ANNUAL PAVEMENT MARKINGS MODIFICATION, INSTALLATION, AND MAINTENANCE CONTRACT FOR CC-215 BRUCE WOODBURY BELTWAY

Funded by

**CLARK COUNTY PUBLIC WORKS**



## SPECIAL PROVISIONS

## DESCRIPTION

These Special Provisions supplement and modify the *Uniform Standard Specifications for Public Works Construction Off-Site Improvements, Clark County Area, Nevada*, third edition, and all revisions through date of advertisement, and on the date of renewal if this contract is renewed at the option of the Owner. All of the requirements and provisions of said Standard Specifications shall apply except where modified by these Special Provisions, as applicable for maintenance operations.

*Add the following section:*

## SECTION 100

## GENERAL REQUIREMENTS

### 100.01 LOCATION AND SCOPE

The intent of this contract is to supplement and assist in the work currently being performed by Clark County Public Works (CCPW). The work to be performed under this contract consists of modifications, installations, and maintenance of pavement markings on Clark County 215 Bruce Woodbury Beltway including the entrance and exit ramps. Work includes the cleaning, installation, repair, removal and replacement of these pavement markings and pavement markers and related work on an assigned basis using specified materials.

The Owner will issue Work Order(s) as needed for any items listed in the bid schedule. Time allowed on each Work Order will vary from work orders to work orders. All work shall be performed during the hours of 9:00 p.m. to 6:00 a.m., Sunday through Thursday, unless otherwise specified in the work order. No additional compensation will be made for changing the hours of operation.

### 100.02 REFERENCE SPECIFICATIONS AND DRAWINGS

(a) The *Uniform Standard Specifications for Public Works Construction Off-Site Improvements, Clark County Area, Nevada*, Third Edition, and all revisions through date of advertisement, and on the date of renewal if this contract is renewed at the option of the Owner, constitute the Standard Specifications for this project, is an integral part of the contract, and is hereby incorporated therein by reference. All requirements and provisions of said specifications shall be adhered to in the performance of this contract, except where otherwise provided herein or otherwise shown in the Work Order, and are herein referred to as the "Standard Specifications."

Likewise, the *Uniform Standard Drawings for Public Works' Construction Off-Site Improvements*, Volumes I and II, dated December 2000, as revised, constitute the Standard Drawings for this project. Said Standard Drawings shall be adhered to in the performance of this contract, except where otherwise provided herein or otherwise shown on the Contract Drawings, and are herein referred to as the "Standard Drawings." The current version must be used at the time of the bid date, and on the date of renewal if this contract is renewed at the option of the Owner, and can be verified through the Regional Transportation Commission at 702-676-1500 or through the Internet at http://www.rtcsouthernnevada.com. **NOTE: It is the bidder's responsibility to acquire the latest revisions to the "Standard Specifications" and "Standard Drawings."**

(b) Copies of the above referenced "Standard Specifications" and "Standard Drawings" are available for reference at the Office of the Engineer. The Standard Specifications and Drawings may also be viewed and downloaded from the Internet at http://www.rtcsouthernnevada.com/mpo/streets/.

Contractor shall contact the RTC at (702) 676-1500 with any questions.

(c) As provided in Section 107.07 of these specifications, all barricading and temporary traffic control signing for the project shall be in accordance with the latest edition of the *Manual on Uniform Traffic Control Devices* (MUTCD).

(d) The *Manual on Uniform Traffic Control Devices* (MUTCD), latest edition, is also an integral part of this contract and is hereby incorporated therein by reference. The MUTCD may be viewed from the Internet at http://www.mutcd.fhwa.dot.gov/.

**100.03 CONTRACTOR'S UTILITIES**

In accordance with Section 210 of the "Standard Specifications," the Contractor shall furnish all water and equipment necessary for the construction under the contract at his own expense. The Contractor shall provide his own telephone, electric power, and any other utility service fees or charges required in performance of the work under the contract and shall pay all installation charges and monthly bills in connection therewith.

# SECTION 101

# DEFINITIONS AND TERMS

## 101.34 MAJOR CONTRACT ITEM

*Replace with the following:*

There shall be no items considered as major contract items for this contract.

## SECTION 104

## SCOPE OF THE WORK

### 104.01 INTENT OF THE CONTRACT

*Add the following:*

The intent of this contract is to supplement and assist in the work currently being performed by Clark County Public Works (CCPW). Work Order(s) will be issued as needed by the Engineer. Scope and time allowed on each work order will vary from work orders to work orders. All work shall be performed during the hours of 9:00 p.m. to 6:00 a.m., Sunday through Thursday, unless otherwise specified in the work order.

### 104.03 EXTRA WORK

*Replace this subsection with the following:*

During work being performed, additional work may be identified. The contractor will be required to perform this work at the contract unit price bid for the type of work required. If there are no bid items in this contract to cover the work, the Contractor shall be required to enter into negotiations with the County in advance of any actual additional work performed, to arrive at an agreed unit prices and will be paid for under Section 109. All additional work shall be performed in accordance with the specifications and as directed by the Engineer

### 104.04 MAINTENANCE OF TRAFFIC

*Replace paragraph A with the following:*

Public traffic shall be maintained at all times, with the exception of specific closures described in this subsection.

The Contractor shall conduct all work in such a manner and sequence that not less than two (2) 12-foot wide paved travel lanes (one (1) in each direction) remain open to traffic at all times, unless specifically approved by the Engineer. More lanes may be required by the Engineer to remain open to traffic, based on the traffic volumes of the segment of the Beltway and the type of work to be performed.

Barricades or barrier rails shall be located a minimum of two feet beyond the outside of any travel lane. Travel lanes located along “L” type curb and gutter shall be measured from the lip of gutter.

Travel lanes approved for closure shall only be closed while active work is taking place.

## SECTION 105

## CONTROL OF WORK

### 105.02 PLANS AND WORKING DRAWINGS

*Replace this subsection with the following:*

There are no Contract Drawings for this contract. Work Order(s) will be issued as needed by the Engineer.

### 105.04 COORDINATION OF PLANS, SPECIFICATIONS, SUPPLEMENTAL SPECIFICATIONS, AND SPECIAL PROVISIONS:

*Replace paragraphs A and B with the following:*

In case of discrepancy, the governing order shall be as described in the General Conditions of the Contract Documents.

### 105.05 COOPERATION BY CONTRACTOR

*Delete paragraph A.*

### 105.16 FINAL ACCEPTANCE

*Replace paragraph A with the following:*

Upon due notice from the Contractor of presumptive completion of the **each** Work Order, the Engineer will make an inspection. If all work and final clean up, provided for and contemplated by the Work Order are found completed to his satisfaction, the inspection shall constitute the final inspection and the Contractor may submit a request for payment for the work completed. If any or all of the work and final clean up are rejected by the Engineer, Contractor shall make changes as directed by the Engineer within fourteen (**14)** calendar days. The Engineer will make another inspection. If all work and final clean up are completed to his satisfaction, the Contractor may submit a request for payment for the work completed. If any or all of the work performed by the contractor is not acceptable by the Engineer, Contractor shall revise as directed and any direct cost for subsequent inspections will be deducted from money due or to become due to the Contractor.

Final invoice shall be sent within ten (**10**) days of final acceptance.

### 105.17 CLAIMS FOR ADJUSTMENT AND DISPUTES

*Add the following to this subsection:*

Subcontractor claims shall not be considered except as submitted and certified by the Contractor as the Contractor's claim.

*Add the following subsection:*

**105.18 AUTHORIZED CHANGES**

All changes to the Work Order(s) shall be reviewed, approved and authorized by the Engineer prior to the Contractor proceeding with the work. Any changes without authorization may result in removal of such item at the Contractor's expense or nonpayment for the work, at the discretion of the Engineer.

Verbal authorized changes to the Work Order(s) will not be considered for additional quantities or compensation. A ny authorized changes to the Work Order which are approved by the Engineer for additional compensation shall be in written form indicating all items of work involved and the cost for each item, and will be submitted to the Engineer prior to proceeding with the work involved. Any authorized changes for the convenience of the Contractor will not be considered for additional quantities or payment, unless the Engineer has approved such additional cost in writing to the Contractor.

## SECTION 107

## LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

### 107.07 TRAFFIC AND ACCESS

*Replace paragraph L with the following:*

All Traffic Control necessary to perform all work shall be considered incidental and there shall be no additional payment made. All barricades, warning signs, lights, temporary signals, and other protective devices must conform to the latest edition of the *Manual for Uniform Traffic Control Devices (MUTCD).*

*Add the following to this subsection:*

The Contractor shall comply with all requirements contained in Section 624 and 625 of the Standard Specifications and with the supplemental requirements contained herein, except that no direct payment shall be made to the Contractor for signing and/or detours unless otherwise specified herein.

The Contractor, as required by the Engineer, shall provide and station competent flaggers whose sole duties shall consist of directing the movement of public traffic either through or around the work. Traffic work zone technicians on the project must be certified in work zone traffic control at least at the "Technician" level by ATSSA or IMSA.

*Add the following subsection:*
**107.07.01 TRAFFIC CONTROL REGULATIONS**

All traffic and/or traffic control devices under this contract shall be provided, maintained, and/or controlled as specified in this section and in the latest edition of the *MUTCD.*

If the Contractor, at any time, fails to maintain traffic and/or traffic control devices as specified in the above documents or elsewhere by these specifications, the Engineer will immediately notify the Contractor in writing to correct the deficiency. If the Contractor is unable to immediately correct the deficiency the Contractor will remove all traffic control and reopen the lanes to traffic until such time as the proper control can be placed.

*Add the following subsection:*
**107.07.02 TRAFFIC CONTROL REQUIREMENTS**

Contractor will also, as a minimum, provide the following traffic control measures:

Flashing arrow board shall be used for all operations.

Impact attenuator shall be used for mobile operations and if any travel lane(s) are closed for any work performed per a work order. Impact attenuator shall meet NCHRP 350 test level 3 criteria.

All work vehicles within the public right-of-way shall be equipped with amber colored warning lights. The specific number of safety lighting devices a piece of equipment/vehicle and the location of such devices comprises the minimum standard of 360 degrees of visibility on a horizontal plane when a vehicle, or self propelled equipment, is used in the construction

activities within the project limits. The 360 degree horizontal visibility will allow the vehicle/equipment lighting to be seen for a minimum of 1000 feet regardless of the angle of the vehicle in relation to the direction of the traveling public. All safety lighting will be flashing lights, amber in color, composed of photo strobes or LED's or a combination of both.

The Contractor will also, as a minimum, provide the following traffic control measures:

Temporary traffic lanes must be delineated using either paint or traffic tape, excepting that paint may only be used on pavement to be replaced or overlaid as part of this contract.

The tape shall conform to State of Nevada specifications, current version. The temporary pavement striping shall be by pilot line method. The tape shall be 6-inches wide and 4 feet long and spaced every 40 feet. The color of the tape shall match the color of the line that it replaces. The double yellow line shall have two pieces of tape side by side with a 4-inch space between, and spaced to the increments above.

Painted temporary traffic lines shall be 6-inches wide and shall be continuous or intermittent in accordance with the *MUTCD*. Existing lines either painted or raised pavement markers, that conflict with required temporary lines shall be effectively removed in such a manner to leave no residue or other trace of the former line that may be misconstrued by a driver to be a traffic line under any condition of daylight, darkness and wetness of pavement.

The use and duration of temporary markings will be at the sole discretion of the Engineer. No additional compensation will be made for the furnishing, installing, and removing temporary markings.

*Add the following subsection:*
**107.07.03 TEMPORARY TRAFFIC CONTROL PLAN**

Temporary Traffic Control Plans are required for each Work Order.

The Contractor shall submit a written and diagramed 11" x 17" "Temporary Traffic Control Plan" to the Engineer no later than seven (7) calendar days prior to proposed use. Two (2) copies of the plan shall be submitted as a submittal directly to the Engineer, who will review it for conformance to the contract documents and the *MUTCD*.

All "Temporary Traffic Control Plan" must be completed and accepted by the Engineer before construction begins.

Work items requiring traffic control devices to be placed in the traveled way will not be allowed to proceed until the Contractor has an accepted "Temporary Traffic Control Plan" for such work.

Temporary Traffic Control Plans shall be submitted on 11" x 17" plans unless required to be full plan size due to the complexity of the plan. All Temporary Traffic Control Plans shall be prepared by an IMSA or ATSSA Certified Traffic Control Technician. Each sheet will have the following information:

- Project Name
- Work Order number
- Bid Number of the Project

- Name/address of Company that prepared the plan
- Name of the individual that prepared the plan
- The IMSA or ATSSA Certification number of the plan preparer
- The phone number of the Company that prepared the plan
- A 24-hour contact for the Company if different from above
- Whether the setup is day, night, or a 24-hour set up.
- What work will be conducted with the plan
- Date the plan was prepared
- Dates the plan is proposed to be implemented
- Duration of each plan
- A 3" by 5" blank area in the upper right hand corner of each plan sheet
- Roadways shall be oriented with north to the top or left of the plan sheet
- Key to what each symbol used indicates
- If a sand barrel attenuator is used, the barrel layout and fill of each barrel.

Plans shall provide the minimum following items:

1. All advance warning signs and arrow boards;
2. Method of protecting excavations and work sites;
3. Method of barricading at intersections;
4. Delineation patterns, lengths, etc., (including laterals);
5. All regulatory signs;
6. All warning signs within delineation;
7. Driveway access plan and business access signage;
8. Method for protecting pedestrians and pedestrian access;
9. Provisions for emergency vehicle access at all times;
10. Lane widths, transitions, and tangent sections.
11. Proposed bus stop closures and relocations.
12. The existing posted speed on each roadway, and
13. Any and all pedestrian pathways.

Temporary Traffic Control Devices shall not be pre-strung or left within the right-of way during non-working hours or when the devices are not being used. Drums shall be used on all tapers and lane shifts.

Contractor is required to provide a minimum of three (3) work day advance written notice to Clark County Traffic Operations for any changes to the traffic or pedestrian signal operations within the accepted traffic control plan. Contractor is responsible for all cost associated with any changes required to the traffic signal for vehicle or pedestrian movements.

The above described plan must conform to the Special Provisions Section 625 contained herein and the *MUTCD* for all traffic control methods, devices, and appurtenances.

The Contractor is required to post with the Engineer all information relative to any subcontractor for barricade control, including: Name of firm, address of firm, telephone number of firm, name of responsible agent for the project, and a 24 hour number for emergency response. All traffic control devices must display the 24-hour contact number of the traffic control (sub) contractor on their reverse side, along with an identifying name, initials or logo.

*Add the following subsection:*

**107.07.04 TEMPORARY TRAFFIC CONTROL PLAN FOR HIGHWAY WORK ZONES**

The Contractor may utilize the "Traffic Control Plans for Highway Work Zones" as shown in the Standard Drawings in lieu of preparing a "Traffic Control and Barricade Plan" per Subsection 107.07.03. If the Contractor so chooses, the Contractor shall submit to the Engineer, a copy of which proposed temporary traffic control plans (TCP) proposed for use, along with the construction phase or work activity and duration for each proposed TCP used.

The Contractor is required to post with the Engineer all information relative to any subcontractor for barricade control, including: Name of firm, address of firm, telephone number of firm, name of responsible agent of the project, and a 24-hour number for emergency response.

The proposal for utilizing the Standard Drawing TCP must be completed and accepted by the Engineer and all traffic control devices installed according to the TCPs before Work Order work is commenced.

*Add the following subsection:*

**107.07.05 TRAFFIC CONTROL MEASUREMENT AND PAYMENT**

Traffic control shall not be measured for payment directly. No separate payment will be made for traffic control. All work including but not limited to preparing the temporary traffic control plans and installing, maintaining, and removing temporary traffic control devices and all required traffic control including barricading, signing, temporary striping, etc. shall be included in the bid prices for specific items of work and no additional payment will be made.

**107.18 FURNISHING RIGHT-OF-WAY**

The Contractor shall not enter nor occupy with men, equipment, or materials any lands outside the rights-of-way or easements without the written consent of the owner of the property. Evidence of written permission to occupy lands outside those rights-of-way shown shall be presented to the Engineer prior to entry upon said land by the Contractor.

## SECTION 108

## PROSECUTION AND PROGRESS

### 108.01 SUBLETTING OF CONTRACT

*Replace paragraph F and F.1 with the following:*

Physical installation and removal shall be performed with the Contractor's own organization, amounting to not less than 25 percent of the value of each bid item in the contract. Traffic control and purchase of materials shall not be considered as installation and removal.

### 108.02 NOTICE TO PROCEED

*Replace paragraphs A and B with the following:*

Contractor agrees the authorization to commence actual physical work shall be issued by the Owner.

The Owner will issue Work Order(s) as needed for any items listed in the bid schedule. Scope and time allowed on each work order will vary from work orders to work orders. All work shall be performed during the hours of 9:00 p.m. to 6:00 a.m., Sunday through Thursday, unless otherwise specified in the work order.

Work Order issued is the authorization to proceed with shop drawing and TCP submittals for review prior to actual physical work being performed.

### 108.03 PROSECUTION AND PROGRESS

*Replace this subsection with the following:*

The contract may have multiple work orders. Each Work Order will be issued for work with one or multiple items of work as listed in the Bid Schedule. All work for each Work Order shall be completed within the time frame as specified on each Work Order. No additional time will be allowed for preparing and obtaining approval for the Temporary Traffic Control Plans. The Contractor shall be responsible for planning, scheduling and reporting the progress of the work to ensure timely completion of each Work Order.

Contractor shall submit shop drawing/materials submittals for each work order for review and acceptance prior to actual work being performed.

### 108.04 LIMITATION OF OPERATIONS

*Add the following to this subsection:*

Contractor shall only remove as much pavement markings as can be replaced within the same shift. Contractor shall conduct the work in such sequence that at the end of a shift, all pavement markings shall be dry and functioning as they were. If permanent longitudinal pavement markings cannot be replaced at the end of a shift and if approved by the Engineer, Contractor

may install and maintain temporary reflective lane line markers until permanent pavement markings are installed.

**108.08 DETERMINATION AND EXTENSION OF CONTRACT TIME**

*Add the following to this subsection:*

If the Contractor is unable to prosecute all the work in a Work Order within the specified time frame, Contractor may submit a written request for such extension of time. An excusable, non-compensable time extension may be awarded if mutually agreed to by the Contractor and the Engineer.

Time extension will not be allowed for reasons such as scheduling conflict due to a different project, lack of equipment, or equipment malfunction.

**108.09 FAILURE TO COMPLETE THE WORK ON TIME**

*Add the following to this subsection:*

At the time of presumptive completion of a work order the contractor shall notify the Engineer for inspection of the work. If the Engineer determines the work is completed, the Contractor can submit a request for payment for each work order completed. If the Engineer determines the work is incomplete, the Contractor shall make changes as directed by the Engineer within fourteen (**14)** calendar days.

Should the Contractor fail to revise the work within the above allocated time or within such extra time as allowed by the Engineer, there shall be deducted from any money due the Contractor the sum of **$200.00** per each calendar day exceeding the allotted time. Continued failure to complete the work orders on time will result in no additional work orders being issued and the contract will not be renewed at the end of the current one-year period.

*Add the following subsection:*
**108.14 CONTRACT CLOSE-OUT PROCEDURE**

When the Contractor considers that all work under a Work Order is completed, the Contractor shall notify the Engineer.

Upon receipt of notification from the Contractor that all work under a Work Order has been completed, the Engineer shall inspect the work to determine if it is complete, and sign off on the Work Order as acceptable.

*Add the following subsection:*
**108.15 WARRANTY INSPECTION**

The Contractor shall be responsible for coordinating the schedule of and conducting a warranty inspection with the Owner and its representatives approximately one (1) month prior to the expiration of the warranty period. This shall also include a Pre-Activity meeting for the warranty inspection activity.

All warranty corrections identified during the warranty inspection shall be commenced prior to the Warranty Bond expiration date. The Contractor shall be required to comply with all Federal,

State and local laws, regulations and ordinances regarding safety and environmental issues as it applies to the warranty inspection. The warranty inspection shall include but not be limited to: traffic control plan submission, approval and set-up for the inspection, confined space entry, support staff as needed, providing access to the inspection site, and all equipment, materials and manpower required to conduct the warranty inspection.

The cost of this inspection shall be considered incidental to the bid items in the contract. The Contractor's failure to perform shall not constitute waiver of warranty, and may necessitate the Owner to complete the warranty inspection and corrections, with costs incurred charged to the Contractor or against the Warranty Bond at the option of the Owner.

## SECTION 109

## MEASUREMENT AND PAYMENT

### 109.06 PARTIAL PAYMENT

*Replace this subsection with the following:*

There will not be any partial payments. Only one invoice will be accepted for each work order.

*Add the following subsection:*
**109.08 MISCELLANEOUS WORK**

Miscellaneous work shall consist of any work not otherwise covered in the special provisions and not listed in the bid schedule. Such work shall be performed in accordance with the Standard Specifications, Standard Drawings, Special Provisions Subsection 104.03, and as directed by the Engineer.

This work shall not be performed until the Contractor is instructed to proceed by the Engineer in writing. The Engineer will keep strict account of all actual costs involved with this item of work. The Contractor shall be paid in accordance with subsection 109.03, "Extra and Force Account Work."

**$ 50,000.00** has been entered into the bid schedule under bid item number 109.01, "Miscellaneous Work." The bidder shall include this amount in the total base bid base amount.

## SECTION 110

## WAGES, HOURS AND CONDITIONS OF EMPLOYMENT

### 110.01 WAGES, HOURS AND EMPLOYMENT PRACTICES

*Replace paragraph B with the following:*

The Contractor shall pay for the overtime of agents and employees of the contracting agency who, as a result of Contractor's operations, are required to perform inspections or site visits beyond the normal hours of the established working day, and in accordance with Subsection 105.11. Contractor shall not be required to pay for the overtime of the agents and employees of the Contracting Agency for work performed beyond the normal hours of the established working day if such hours are required by the Work Order.

*Replace paragraph C with the following:*

The Contractor will be billed at the base overtime rate, including fringe benefits, equipment costs, and administrative costs. If the invoice is not paid within 30 Days, the amount will be deducted from the next pay estimate due.

*Add the following to this subsection:*

All work shall be performed during the hours of 9:00 p.m. to 6:00 a.m., Sunday through Thursday, unless otherwise specified in the work order. No additional compensation will be made for changing the hours of operation.

The Engineer may be contacted for any questions from 5:30 AM to 2:00 PM, Monday through Friday, except legal holidays, as specified in the General Conditions.

At the discretion of the County, seasonal or other adjustments in the hours of the normal working day may be made.

*The following section is added:*

# SECTION 200

# MOBILIZATION

## DESCRIPTION

### 200.01.01 GENERAL

The item of mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site, for the establishment of all offices, buildings and other facilities necessary for work on the project, as well as all other work and operations which must be performed, or costs incurred, not otherwise paid for prior to beginning work on the various items on various locations for a Work Order.

## METHOD OF MEASUREMENT

### 200.04.01 MEASUREMENT

Mobilization will not be measured for payment directly.

## BASIS OF PAYMENT

### 200.05.01 PAYMENT

No separate payment shall be made for mobilization. All costs associated with mobilization shall be included in the bid prices for the specific work.

Contractor shall schedule, perform, and complete all work within the time frame as specified in a Work Order. No overtime compensation will be made.

## SECTION 202

## REMOVAL OF STRUCTURES AND OBSTRUCTIONS

## CONSTRUCTION

### 202.03.02 REMOVAL

*Add the following to this subsection:*

Existing pavement markings to be removed shall include removing painted pavement markings, epoxy pavement markings, polyurea pavement markings, and raised pavement markers where as specified in each Work Order, and cleaning, drying, and restoring underlying pavement surface as acceptable to Engineer.

For asphalt pavement, pavement markings shall be removed by carbide scraping or by other approved means by the Engineer. The contractor shall exercise care to prevent excessive damage to the pavement surface and repair surface if damaged. Pavement markings shall be effectively removed in such a manner as to leave no residue or other trace of the former line or marker that may be misconstrued by a driver to be a traffic line under any condition of daylight, darkness, and wetness of pavement.

Carbide scraping shall be performed by using equipment designed for removing preformed tapes, thermoplastics, or thick film coatings on asphalt pavement surfaces. Equipment designed for milling pavement surfaces shall not be used.

For concrete pavement, pavement markings shall be removed by water blasting. Water blasting shall have ultra-high pressure water blaster units (20,000 psi to 40,000 psi) with vacuum recovery simultaneously collecting the liquid and debris. Water blasting shall be performed by using equipment designed for removing pavement markings on pavement surfaces. Existing pavement surface shall not be damaged nor removed with the water blasting operation. Contractor shall repair pavement surface, if damaged with the water blasting operation, at the sole expense of the contractor.

Existing raised pavement markers to be removed shall include removals of non-reflective and reflective raised pavement markers as specified in the Work Order. Contractor shall also remove the underlying adhesive by methods that do not cause any damage to the pavement, clean, dry, and restore underlying pavement surface as acceptable to the Engineer. Contractor shall use protective devices to contain fragments during the removal work for ceramic non-reflective pavement markers. Fragments from the removal work must be removed from the roadway before opening the lanes to traffic.

Pavement surface shall be clean and completely dry before new pavement markings and markers are installed.

## METHOD OF MEASUREMENT

### 202.04.01 MEASUREMENT

*Add the following to this subsection:*

The quantity of the bid items below shall be measured for payment by linear foot of markings removed:

Remove Markings (8-Inch)
Remove Markings (12-Inch)

The quantity of the bid item below shall be measured for payment by each pavement marker removed:

Remove Markings (Raised Pavement Markers)

## BASIS OF PAYMENT

### 202.05.01 PAYMENT

*Add the following to this subsection:*

The contract unit bid price paid for Remove Markings (8-Inch) and Remove Markings (12-Inch) shall be full compensation for removal and disposal of existing pavement markings, width as specified on the Work Order. Markings to be removed shall include waterborne, polyurea and epoxy paint. Payment for this work shall also include cleaning and drying the pavement surface.

The contract unit bid price paid for Remove Markings (Raised Pavement Markers) shall be full compensation for removal and disposal of existing pavement markers. Payment for this work shall also include cleaning and drying the pavement surface and restoring the underlying pavement, if damaged by the removals, to provide a reasonably smooth, level surface as approved by the Engineer.

Payment shall be made under:

| **Pay Item** | **Pay Unit** |
|---|---|
| Remove Markings (8-Inch) | Linear Foot |
| Remove Markings (12-Inch) | Linear Foot |
| Remove Markings (Raised Pavement Markers) | Each |

# SECTION 626

# FINAL CLEAN UP

## METHOD OF MEASUREMENT

### 626.04.01 MEASUREMENT

*Replace this subsection with the following:*

Work required for final cleanup as specified in this section will not be measured for payment. Clean up per this section will apply to each Work Order issued by the Engineer.

## BASIS OF PAYMENT

### 626.05.01 PAYMENT

*Replace this subsection with the following:*

Full compensation for the work specified under Section 626 shall be considered as included in the price paid for the various bid items and no separate payment will be made.

## SECTION 628

## PAINTING TRAFFIC STRIPING, PAVEMENT MARKINGS AND CURB MARKINGS

## MATERIAL

### 628.02.01 MATERIALS FOR TRAFFIC STRIPING, PAVEMENT MARKING AND CURB MARKING

*Paragraph A of this subsection is changed to read as follows:*

Materials for permanent traffic striping and marking shall conform to the applicable requirements of Section 714, "Paint and Pavement Markings."

*Add the following to this subsection:*

The Contractor shall furnish and install the materials from the manufacturer as specified in the Work Order. No substitution of materials shall be allowed.

### 628.03.04 PREPARATION OF EXISTING SURFACES

*Paragraph A of this subsection is changed to read as follows:*

Existing markings and striping on asphalt pavement surfaces, either permanent or temporary, that are to be removed shall be removed by carbide scraping or by other approved means by the Engineer.

Existing markings and striping on concrete pavement surfaces, either permanent or temporary, that are to be removed shall be removed by water blasting as stated in Section 202 of these Special Provisions.

Abandoning and/or covering the permanent or temporary markings and striping with black paint, tack coat, and/or seal coat shall not be permitted.

*Add the following subsection:*

### 628.03.10 POWER WASH EXISTING MARKINGS

At locations specified on a Work Order to Power Wash Existing Markings, Contractor shall clean the existing markings using high pressure washer with hot water up to 100˚F and pressure up to 3,000 psi. The cleaner utilized shall be a concentrated heavy duty cleaner and degreaser that is completely water soluble and biodegradable - NEXGEN NEX-CHOICE (LNC-054) as supplied by NEXGEN, http://www.nexgenproducts.net, or an approved equivalent by the Engineer.

Care must be exercised to prevent damage to the existing marking. Markings that are damaged during the cleaning process shall be replaced by the Contractor at no additional cost to the County. The Engineer will provide guidance in the removal process as necessary.

## METHOD OF MEASUREMENT

### 628.04.01 MEASUREMENT

*Add the following to this subsection:*

The quantity of the bid items below shall be measured for payment per linear foot of markings of color and width as specified in the Work Order, installed, complete, in place and accepted:

8-Inch Solid White Line (Polyurea)
12-Inch Solid White Line (Polyurea)
8-Inch Solid Yellow Line (Polyurea)
12-Inch Solid Yellow Line (Polyurea)

The quantity of Power Wash Existing Markings shall be measured for payment per linear foot of markings cleaned, regardless of the width of the markings.

## BASIS OF PAYMENT

### 628.05.01 PAYMENT

*Replace this subsection in its entirety with the following:*

The contract unit bid prices for the items listed below:
8-Inch Solid White Line (Polyurea)
12-Inch Solid White Line (Polyurea)
8-Inch Solid Yellow Line (Polyurea)
12-Inch Solid Yellow Line (Polyurea)
shall be full compensation for surface preparation, cleaning and drying the pavement surface, furnishing all labor, materials, including but not limited to polyurea paint and glass beads, and providing all tools and equipment necessary to complete the work. Other items that are not specified that are required to complete the work shall be the responsibility of the contractor.

The contract unit bid price for Power Wash Existing Markings shall be full compensation for cleaning the existing markings, as intended and specified in these special provisions. All work, material, cleaner and degreaser, water, equipment and labor related to the power washing operations and all incidentals shall not be measured separately for payment.

Payment shall be made under:

| **Pay Item** | **Pay Unit** |
|---|---|
| 8-Inch Solid White Line (Polyurea) | Linear Foot |
| 12-Inch Solid White Line (Polyurea) | Linear Foot |
| 8-Inch Solid Yellow Line (Polyurea) | Linear Foot |
| 12-Inch Solid Yellow Line (Polyurea) | Linear Foot |
| Power Wash Existing Markings | Linear Foot |

# SECTION 633

# PAVEMENT MARKERS

## MATERIALS

### 633.02.01 NON-REFLECTIVE PAVEMENT MARKERS

*Add the following to this subsection:*

Only ceramic non-reflective pavement markers shall be used.

Contractor shall use non-reflective pavement markers listed in the Pavement Markers (Non-reflective, Permanent) subsection in the current NDOT Qualified Product List (QPL) that also meets the requirements set forth in the RTC Standard Specifications and these special provisions. A material listed in the NDOT QPL is not guaranteed to be acceptable for use on this project. Contractor's shop drawings/materials submittals for approval of materials that are in the NDOT QPL which do not meet the requirements in the Standard Specifications and the special provisions will be rejected.

### 633.02.02 REFLECTIVE PAVEMENT MARKERS

*Add the following:*

Contractor shall use reflective pavement markers listed in the Pavement Markers (Reflective, Permanent) subsection in the current NDOT QPL that also meets the requirements set forth in the RTC Standard Specifications and these special provisions. A material listed in the NDOT QPL is not guaranteed to be acceptable for use on this project. Contractor's shop drawings/materials submittals for approval of materials that are in the NDOT QPL which do not meet the requirements in the Standard Specifications and the special provisions will be rejected.

*Add the following subsection:*
### 633.02.04 TEMPORARY REFLECTIVE LANE LINE MARKERS

Contractor shall use temporary reflective lane line markers listed in the Lane Line Markers (Reflective, Temporary) subsection in the current NDOT QPL. Temporary markers shall be installed in accordance with the manufacturer's recommendations.

The temporary markers used for centerlines shall have yellow bodies and yellow reflective sheeting on both sides.

The temporary markers used for lane lines or edge lines shall have the same body and reflective color as required for the permanent striping and the reflective sheeting shall be only required on the side that faces oncoming traffic.

Contractor shall maintain the markers by replacing lost or damaged markers daily.

## CONSTRUCTION

### 633.03.01 INSTALLATION

*Add the following to this subsection:*

34270 Hot Applied Flexible Pavement Marker Adhesive manufactured by Crafco Inc., or an approved equivalent by the Engineer, shall be used to bond non-reflective and reflective pavement markers to roadway surface. Contractor shall follow the manufacturer's recommendations for installation.

## METHOD OF MEASUREMENT

### 633.04.01 MEASUREMENT

*Add the following to this subsection:*

If Contractor chooses to use temporary reflective lane line marker and if approved by the Engineer, the quantity of temporary reflective lane line markers shall not be m easured for payment directly.

## BASIS OF PAYMENT

### 633.05.01 PAYMENT

If Contractor chooses to use temporary reflective lane line marker and if approved by the Engineer, all costs for installing and maintaining temporary reflective lane line markers shall be considered as included in the price bid for the construction or installation of the items for which temporary markers is incidental or appurtenant.

## SECTION 714

## PAINT AND PAVEMENT MARKINGS

## PHYSICAL PROPERTIES AND TESTS

### 714.03.05 PAINT FOR TRAFFIC STRIPING, PAVEMENT MARKING, AND CURB MARKING - GENERAL

Paint for median island shall have reflective glass beads and shall be applied at a minimum thickness of 15 mils. Paint for median island shall be of one of the materials as listed in "Rapid Dry Waterborne Paint – Permanent Striping Formulations (Type II)" in the current edition of NDOT's QPL.

### 714.03.06 PAVEMENT MARKINGS

*Add the following to this subsection:*

Polyurea pavement markings shall be applied at a minimum thickness of 20 mils.

### 714.03.11 POLYUREA PAINT FOR TRAFFIC MARKINGS

*Add the following:*

Contractor shall use an approved polyurea material by NDOT that also meets the Polyurea Paint requirements set forth in the Standard Specifications and these special provisions.

Approved materials may be reviewed against the current NDOT QPL and may be revised on the date of contract renewal, if this contract is renewed at the option of the Owner. The following products have been approved for longitudinal pavement marking (polyurea) applications for the initial term of this contract:

3M – LPM 5000 polyurea paint
Innovative Performance Systems (IPS) – HPS-5 polyurea paint

### 714.03.12 REFLECTIVE MATERIAL

*Revise paragraph C with the following:*

Retroreflective beads shall conform to Federal Specification TT-B-1325, latest edition, and shall be mechanically applied at a rate recommended by the manufacturer to achieve performance criteria established in Section 714.03.06, "Pavement Markings."

*Add the following subsection:*
### 714.03.15 HISTORICAL PERFORMANCE

At the sole discretion of the Owner, based on performance and other criteria, the Engineer will make the determination to limit or eliminate the use of certain material type(s) in the work orders with this contract.