

AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES

This Agreement for Landscape Maintenance Services is dated October ____, 2018, and is between the County of Washoe, a political subdivision of the State of Nevada ("County"), and T&T Lawns Plus, State of Nevada Contractors License No. 78726-C-10 ("Contractor").

The County requires landscape maintenance services at various County facilities. The facilities at which the County requires landscape maintenance are identified in Exhibit A to this Agreement.

Contractor represents that it is qualified, equipped, staffed, ready, willing, and able to perform landscape maintenance services for County.

Therefore, the parties agree as follows:

1.1. General:

- 1.1.1. Contractor shall furnish at Contractor's own expense all materials, equipment, labor, and other items necessary to perform under this Agreement.
- 1.1.2. Contractor shall be responsible for all damage to County property that is determined to be the result of Contractor's negligence. Notwithstanding any provision of this Agreement or any of its Exhibits, Contractor shall not be responsible for any damage to County property that existed prior to the date of this Agreement.
- 1.1.3. County shall not be responsible for or be held liable for any damage to persons or property resulting from the use, misuse or failure of any equipment or materials used by the Contractor or any of Contractor's employees, servants or agents.
- 1.1.4. Contractor shall provide all services required under this Agreement in full compliance with procedures and techniques as described and outlined in Exhibit B, Landscape Maintenance Standards.
- 1.1.5. Contractor must perform the duties contained herein with minimum involvement of County.

1.2. Landscaping Maintenance Services and Irrigation: The landscape maintenance services described herein shall, unless otherwise specified, include all labor, materials, equipment, and supervision necessary for the performance of the services and to maintain the landscaping in a healthy, attractive, and safe condition.

- 1.2.1. Landscaping areas to be serviced are shown in Exhibit C.
- 1.2.2. The cleaning with blower equipment near any building entrances shall be completed no later than 7:00 a.m. at the County complex.

- 1.2.3. Contractor shall use reasonable efforts to use electric battery pack blowers in and around the County complex.
- 1.2.4. Contractor shall designate an employee to work with County in order to provide superior service in irrigation maintenance and minor irrigation repairs. Designated employee will make irrigations adjustments, minor repairs, provide irrigation inspections and weekly reports, and will respond directly to County authorized personnel during the watering season anticipated to be April/May – Oct/Nov.

2. TERM OF AGREEMENT

- 2.1 This Agreement's term begins on the date of this Agreement and terminates at the end of the day on September 30, 2021.
- 2.2 The County reserves an option to renew with the Contractor for one (1) additional period of one (1) year, at the sole option of the County and with the concurrence of the Contractor.
- 2.3 Contractor's pricing as shown in Exhibit D shall remain fixed for the duration of this Agreement.
- 2.4 Contractor may request, in writing, to the County Purchasing Department, a price increase for renewal options, but in no event shall that request exceed the percentage increase in the West-B/C region of the Consumer Price Indexes (CPI) Pacific Cities and U.S. City Average, www.bls.gov/ro9/pachist.htm, over the preceding six (6) month period, with December being the baseline month.
- 2.5 Justification for any price increases shall include, but not be limited to, wage levels, chemical costs and other operating costs and must be substantiated with documentation.
- 2.6 All renewal price increase requests are subject to negotiations, prior to contract renewal.
- 2.7 In the event the Contractor shall not hold its prices firm for the duration of this Agreement, County shall reserve the right to procure the landscape maintenance and snow removal services from an alternate source.
- 2.8 Prices shall be exclusive of all federal and State of Nevada sales, use and/or excise taxes.

3. SERVICE AND LOCATIONS

- 3.1. County may add to or delete from the facility locations in Exhibit A.
- 3.2. Any additional facilities will require new pricing from the Contractor, and will be subject to the County's approval.

4. STATUS OF CONTRACTOR

The Contractor shall have the status of an “Independent Contractor” as defined by NRS 284.173, and shall not be entitled to any of the rights, privileges, benefits, and emoluments of either an officer or employee of the County.

5. LICENSE REQUIREMENTS

The Contractor shall agree to maintain in good standing, a State of Nevada Contractor’s C-10 Landscape license, and business licenses for the City of Sparks, City of Reno, and Washoe County for the duration of this Agreement, and any renewals.

6. CHARACTER OF WORKERS

If the Contractor or any of its employees are found to be in conflict with property owners or the County, and a complaint is received, the County will issue a notice of complaint to the Contractor, informing the Contractor that a complaint had been received and that, further, if the Contractor or its employees continue to be in conflict, Contractor shall agree to replace any objectionable employees and the County shall have the authority to terminate this Agreement if the situation is not remedied to the reasonable satisfaction of the County.

7. QUALITY ASSURANCE

- 7.1 Contractor shall furnish all labor, tools, specialized equipment, materials, supervision and transportation necessary to perform the landscape maintenance and/or snow removal services.
- 7.2 Contractor’s work force shall be personally presentable and identifiable at all times while on facility with shirts, jackets, or a combination of these items bearing the company name or logo.

8. MONTHLY REPORTS FOR LANDSCAPE MAINTENANCE

- 8.1 Contractor shall submit monthly reports of landscape maintenance services performed. Reports for work performed under this Agreement shall be emailed to smartin@washoecounty.us or submitted to the following address:

Washoe County Facility Management
P.O. Box 11130
Reno, NV 89520-0027

- 8.2 These monthly reports shall include date, time, and location(s) of work and any deficient conditions.

9. REPAIRS

- 9.1 Contractor shall be responsible for all landscape repairs as specified in Exhibit B, up to \$150.00/per incident, but not to exceed \$1,000.00 total (time and materials) for each year of the duration of this Agreement.
- 9.2 Any necessary repairs not included in Exhibit B, or that exceed \$150.00/per incident or will exceed the \$1,000.00 total (time and materials) in any year of the duration of

this Agreement shall be reported to County within twenty-four (24) hours of discovery for authorization.

10. COMPLIANCE WITH IMMIGRATION AND NATURALIZATION LAWS

Contractor shall at all times agree to be in compliance with Immigration and Naturalization Laws regarding eligibility of its employees or subcontractors to work in the United States.

11. CANCELLATION OF AGREEMENT

11.1 The County or Contractor may cancel this Agreement, without cause or penalty upon 30 days' written notice. In the event the Contractor fails to accept delivery of said notice, the effective date for termination shall be thirty (30) days after the date of posting. The County may further cancel this Agreement for cause on ten (10) days written notice, based on but not limited to the following:

A. Failure of Contractor to perform in accordance with the terms and conditions of this Agreement for any reason or reasons. If landscape maintenance services are not performed satisfactorily and provided in a timely manner according to the requirements herein, County may, without prejudice to any other remedy, make good any uncorrected deficiencies and may deduct the cost thereof from the payment then or thereafter due Contractor, or at County's option, elect to finish the work by such means as appears to be satisfactory to County;

B. Failure of the Contractor, within a reasonable period of time, to satisfactorily correct deficiencies brought to its attention in writing by the County; and

C. On evidence that the Contractor shall be adjudicated a bankrupt, or is in receivership, or has made an assignment to creditors of the Contractor, or on evidence of any other indication that the financial or legal situation of the Contractor shall preclude the ability of the Contractor to continue to operate.

11.2 In the event the Contractor shall fail to maintain any required license or insurance coverage as specified herein, this Agreement is subject to **immediate termination**.

11.3 In light of the provisions of NRS 244.320 and 354.626, if County's governing body does not appropriate or budget funds for the purposes specified in this Agreement, or the County's governing body has, in its sole discretion, determined to amend previous appropriated or budgeted amounts to eliminate or reduce funding for the purposes of this Agreement, this Agreement shall be terminated without penalty, charge or sanction.

12. DEFAULT

In case of default by Contractor, County may procure the services described in this Agreement from another source and hold the Contractor responsible for any excess cost occasioned thereby, assess a penalty equal to five percent (5%) of the total bid price, disqualify the Contractor from performing the services described in this Agreement for a period of not less than one (1) year or more than five (5) years, and pursue other

applicable legal remedies. In the case of default by County, Contractor may pursue any applicable legal remedies.

13. TRANSFER OF OWNERSHIP, CHANGE OF NAME, CHANGE IN PRINCIPALS

Contractor hereby agrees that, prior to any sale, transfer, business name change, change in principals, assignment or any other occurrence that alters this Agreement in any way, it shall notify County, in the person of the Purchasing and Contracts Manager, of its intent to make said change. County, at its option, may continue or terminate this Agreement.

14. RATE SCHEDULE AND RENUMERATION

14.1 For performance of the terms and conditions contained herein, County shall agree to pay Contractor the monthly rates stated on Exhibit D, Bid Schedule. County shall not render payment in advance of services performed.

14.2 Contractor shall deliver to the Washoe County Comptroller, monthly, following work performance, all time records and charges. County shall pay Contractor on or before the 30th day following the receipt and acceptance of a correct billing.

15. TELEPHONE CONTACT

The Contractor shall be required to maintain telephone service such that County may contact or leave a message for the Contractor or its designee at any time. The Contractor shall provide advance notice to Washoe County Purchasing and Washoe County Facility Management of any change in telephone numbers.

16. INSURANCE REQUIREMENTS

Contractor shall agree to be bound by the Insurance and Indemnification provisions of Exhibit E, incorporated and made an integral part of this Agreement.

17. NOTICES

Except as otherwise specified, all notices under this Agreement shall be in writing.

Notice to Contractor shall be addressed to:

T&T Lawns Plus
1250 E. Greg Street, Suite #20
Sparks, NV 89431

Notice to County shall be addressed to:

Washoe County Purchasing
P.O. Box 11130
Reno, NV 89520

18. NOTICE TO PROCEED

The County's Purchasing Department shall issue a written notice to proceed upon satisfactory evidence that licensing and insurance requirements shall have been accomplished. The Contractor shall not perform on any portion this Agreement without said written notice to proceed, which shall be in the form of a Washoe County Purchase Order.

19. GOVERNING LAW

Nevada law governs this Agreement. Venue for any proceeding instituted based on this Agreement or Contractor providing landscape maintenance or snow removal services for County shall be in Washoe County, Nevada, and this venue provision is mandatory.

20. ATTORNEYS' FEES

In the event of any legal action or proceeding between the parties hereto, reasonable attorneys' fees and expenses of the prevailing party in any such action or proceeding will be added to the judgment therein.

21. PROVISIONS OF AGREEMENT CONTROL

In the event of any conflict between this Agreement and any of its exhibits, the provisions of this Agreement shall control.

IN WITNESS WHEREOF, the parties hereto or a representative of either have set their hands and subscribed their signatures as of the date and year indicated.

Date: _____

WASHOE COUNTY

By: _____

Pamela Mann
Purchasing & Contracts Manager

Date: _____

Contractor: T&T Lawns Plus

By: _____

Title: _____

EXHIBIT A

SITE LOCATIONS (“X” indicates services required)

Facility Name	Address	Landscape		Hours of Operation
Animal Services	2825 Longley Lane, Reno	X		Monday - Sunday 8am - 10pm
CARES-SART Bldg.	2395 E. Prater Way, Sparks	X		Various on an as needed basis
TB Clinic/Former Coroner's Office	10 Kirman Ave., Reno	X		Mon-Fri 8am-5pm (Investigator present 24/7)
Court Complex Parking Lots	Sierra @ Ridge; and Sierra & Virginia @ Court, Reno	X		Monday - Sunday 7am - 12am
District Courthouse (historic courthouse)	75 Court Street, Reno	X		Monday - Sunday 7am - 12am
Emergency Operations Center/Regional Training Center	5190/5195 Spectrum Blvd, Reno	X		Mon-Fri 8am-5pm (occasional training 24/7)
Family Engagement Center	905 E. Prater, Sparks	X		Various - Shift based
Jan Evans Juvenile Detention	650 Ferrari-McLeod Blvd., Reno	X		Monday - Sunday 24hours
Child Advocacy Center-Kids Kottage	2075 Longley Ln., Reno	X		Monday - Sunday 24hours
Medical Examiner's Office	990 E Ninth St, Reno	X		Monday - Sunday 24hours
Liberty Center	350 S. Center, Reno	X		Monday - Sunday 8am - 5:15 pm
Liberty Parking Garage	220 S. Center, Reno	n/a		Monday - Friday 8am - 5pm
Reno Library	301 S. Center, Reno	X		Sunday - Thursday 9 am - 5 pm
Longley Complex	3031 Longley Lane, Reno	X		Monday - Friday 8am - 5pm
Mills Lane Justice Center (north tower) & New Courthouse (south tower)	1 S. Sierra, Reno	X		Monday - Friday 7am - 5pm
Northwest Library	2325 Robb Dr., Reno	X		Tues-Wed 11 am - 7 pm, Thu-Sat 10 am - 5 pm
Parks Administration Office	2601 Plumas St., Reno	X		Monday - Friday 7:30am - 6pm
Sheriff's Office	911 Parr Blvd., Reno	X		Monday - Sunday 24hours
South Valleys Library	15650A Wedge Pkwy, Reno	X		Tues-Wed 11 am - 7 pm, Thu-Sat 10 am - 5 pm
Spanish Springs Library	7100 A Pyramid Way, Sparks	X		Sun-Thurs 10 am - 5pm, Tues12 noon- 8 pm
Sparks Library	1125 12th St., Sparks	X		Tuesday 11 am - 7 pm Wed-Sat 10 Am - 5pm
Tech Services & Public Administration	224 & 230 Edison Way, Reno	X		Monday - Friday 7:30am - 5pm
Washoe County Complex & Senior Center	1001 & 1155 E 9th St., Reno	X		Monday - Friday 7:30am - 5pm
Incline Library	845 Alder Ave., Incline	X		Monday – Friday 11:00 am – 6:00 pm
Incline Senior Center	855 Alder Ave., Incline	X		Monday – Friday 10:00 am – 6:00 pm
Incline Sheriff's Substation	625 Mt. Rose Hwy., Incline	X		Monday – Thursday 8:00 am – 5:00 pm
Incline Washoe County Roads Yard	625B Mt. Rose Hwy., Incline	X		Monday – Thursday 6:00 am – 4:30 pm
End of sites				

Washoe County Invitation to Bid No. 3057-18
Landscape Maintenance and Sidewalk/Walkway Snow Removal Services
Page 12

ATTACHMENT B: LANDSCAPE MAINTENANCE STANDARDS

Turf Standard

Turf will be healthy with a smooth surface and uniform green color. Turf will not exhibit bare spots and will be weed and

Task	Description	Frequency	Season (approximate)
Mowing	Even height, complete coverage, neat cutting, growth kept off pavement. Remove clippings if necessary in high visibility areas. Height range: 2 1/2 to 3 inches	1/ week in most facilities	April-October
Thatch	Remove dead layer where 1" or more shows in annual core test	1/yr if needed	March
Aerate	Core aeration 3" depth, pick up cores if necessary on high visibility areas	2/season on other high use areas 1/season all others	Early Spring, early Summer and Fall
Fertilize	Use balanced or slow release fertilizer at rate of 1/4 to 1 lb. N/1000sq ft	3/season	Spring, Summer
Irrigate	Inspect for proper coverage and function and adjust or repair as necessary	2/week in peak heat	March -October
Pest Control	Correct identification and proper control methods. Use of Chemical, mechanical, cultural or biological when appropriate. Chemical applications used according to legal requirements as defined on label.	as needed (typical)weeds: post emergence 1/ week. Pre-emergence 2/year. Insects: 1/ year	March-October
Edge	All turf abutting concrete walks	2/month	March-October
Trim	All grass around fences, sprinkler heads, borders, valve boxes, signs, posts etc.	2/month or when conditions dictate	March- October
Top dress	Soil spread over uneven, rutted areas of turf w/ fine sand or triple mix. Not to exceed 1/4" in one application	1/ year or as conditions dictate	March - October
Leaf removal	Remove leaves from turf	As needed	Spring and Fall
Litter Removal	All papers, metal, plastic, glass, etc. removed from lawn. Empty trashcans.	Once per week	Once per week
Over seeding	Replant bare areas in turf using certified seed.	1/year if needed	March or October

Indoor/Outdoor Planter Beds Standards

Bedding areas will contain healthy, attractive plants that lend variety, color and interest to the landscape. These areas

Task	Description	Frequency	Season (approximate)
Planting	Plant according to Washoe County green book planting specifications	Location specific.	As needed
Planting perennials	Plant according to Washoe County green book planting specifications. Plant circle area of parking lot at County Complex (main entrance off of 9 th St.) with perennials	Annually	Spring
Pruning	Prune according to ISA standards. Prune from a maximum of 8' ladder.	Shrubs 1/yr, Flowers 4-6/season, Trees 1/yr or as needed (outdoor), Indoor shrubs and trees 1/month or as needed	Shrubs: spring or fall, Flowers: Mar to Oct, Trees: Fall (outdoor), Indoor shrubs and trees; year round
Irrigation	Adequate irrigation to sustain health, vigorous plant growth	1/week	March-October, Year round for indoor planters
Pest control	Correct identification and proper control methods. Use	Typical: Inspections	Year round
Fertilize	Use appropriate fertilizer according to plant	2/ year for	March + October
Clean-up	Rake leaves, weed, add mulch	Initial spring clean-	Yearly
Litter removal	Pick-up all debris when visible	Once per week	Once per week
Tree and plant stakes	Maintenance and removal of tree/plant stakes.	Check weekly of	Yearly, Year round

Irrigation Systems Standards

Irrigation systems will deliver optimum water to each plant type at the lowest cost and with maximum resource

Task	Description	Frequency	Season (approximate)
Monitor & Adjust system	Observe the system in operation and make adjustments or repairs as needed.	Weekly	Spring - fall
Adjust Controller	According to schedules and rate approved by TMWA, set irrigation clocks to deliver optimum water supply.	As weather changes dictate	Spring- fall
Start-up	Following site specific procedures, restore water service to each site.	Once per year	Mar-Apr
Shut-down	Following site specific procedures terminate water service to each site and winterize all pipe and fixtures.	Once per year	Oct-Nov
Inspect, repair, or replace Drip Systems	Inspect operation of tubing and emitters and *replace as needed. Inspect placement of distribution tubing, check and clean filter and pressure regulator. Flush end lines. Expand emitters out to drip line of tree as needed. *Check, replace and repair lines & fittings. *See REPAIRS section for maximum cost of repairs.	Inspect, adjust and repair at start-up. Weekly during System inspections and Annually	Spring – fall
Inspect, repair or replace heads and lateral lines	Inspect for broken heads and lateral line leaks/breaks. Turn off valve or system if it poses a hazard or can cause damage. Repair or replace broken heads and lateral line leaks/breaks before next watering cycle and/or report to County within 24 hours*. *See REPAIRS section for maximum cost of repairs.	Weekly during System inspections.	Spring- fall

Irrigation Systems Standards Cont'd

Inspect Irrigation valves and main lines	Inspect irrigation control valves, solenoids and main lines for leaks/breaks. Turn off valve or system if it	As needed	Spring - fall
Drains	Check drains at site shut down	Once per year	Fall
Valve Boxes	Maintain visible lids, report if broken or missing, insure proper grade in the field and secure bolts.	Weekly in season; monthly off season	Yearly
Quick Couplers	Insure proper seating, and placement in valve box, clean from debris	Inspect when in use	Spring - fall
Booster Pumps	Insure proper operation. Turn pump or system if it poses a hazard or can cause damage and report to County within 24 hours	Weekly during system inspections	Spring - fall

Paved Surfaces Standard

Paved pathways, and other paved areas will have smooth surfaces, be properly marked or signed and, where night use is

Task	Description	Frequency	Season (approximate)
Clean walks	Keep free of hazards and debris by sweeping, washing	Inspect weekly and	Year round
Litter Removal	Pick up all debris in designated areas	Once per week	Year round
Clean stairs	Keep free of hazards and debris by sweeping, washing	Inspect weekly and	Year round
Clean street gutters	Keep free of hazards and debris by sweeping, washing or blowing	Inspect Monthly and clean as necessary	Spring - fall
Weed control	Remove all invasive vegetation chemically or	As needed	Seasonal
Leaf Removal	Rake leaves on 9 th Street Grounds during Fall and until	As needed	Seasonal

Parking Lot Standard

Paved parking lots will have smooth surfaces, be properly marked or signed and, where night use is intended, be

Task	Description	Frequency	Season (approximate)
Parking Lot	Keep free of hazards and debris by sweeping, washing or blowing	Inspect weekly and clean as necessary	Year round

Unpaved Surfaces Standard

Unpaved surfaces will be clean, graded and compacted for its intended use.

Task	Description	Frequency	Season (approximate)
Grade	Maintain smooth surfaces as necessary by mechanical means	Inspect twice annually or as needed.	Spring and Fall
Rake	Hand raking for small obstructions and debris	Monthly or as needed	Year round
Weed Removal	Remove by Chemical (pre-and post emergence) physical or mechanical means. Maintain 3' set back or as site requires.	Twice annually	
Litter Removal	Pick up all debris	Once per week	Year round
Leaf Removal	Rake or vacuum as needed	Twice per week	Fall

Amenities and Special Features Standard

Task (Maintenance Inspections, Repairs, Replace, etc.)	Description	Frequency	Season (approximate)
Storm Drains	Clean screens and keep free of leaves and debris.	As necessary based on weather and storm conditions	Spring - fall
Trash	Cleaned, intact and secured if necessary.	2 times/week	Year round
Utility boxes	Cleared for servicing.	Monthly	Spring - fall

Landscaping Site Maps



2395 E. Pater Way

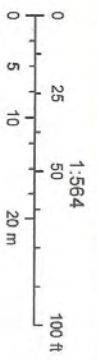


March 26, 2018

pointLayer



Override 1



Mapbox County
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus

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Orange Landscape

10 Kirman Ave.



Orange - Landscaping

Court Complex Parking - Sierra St.



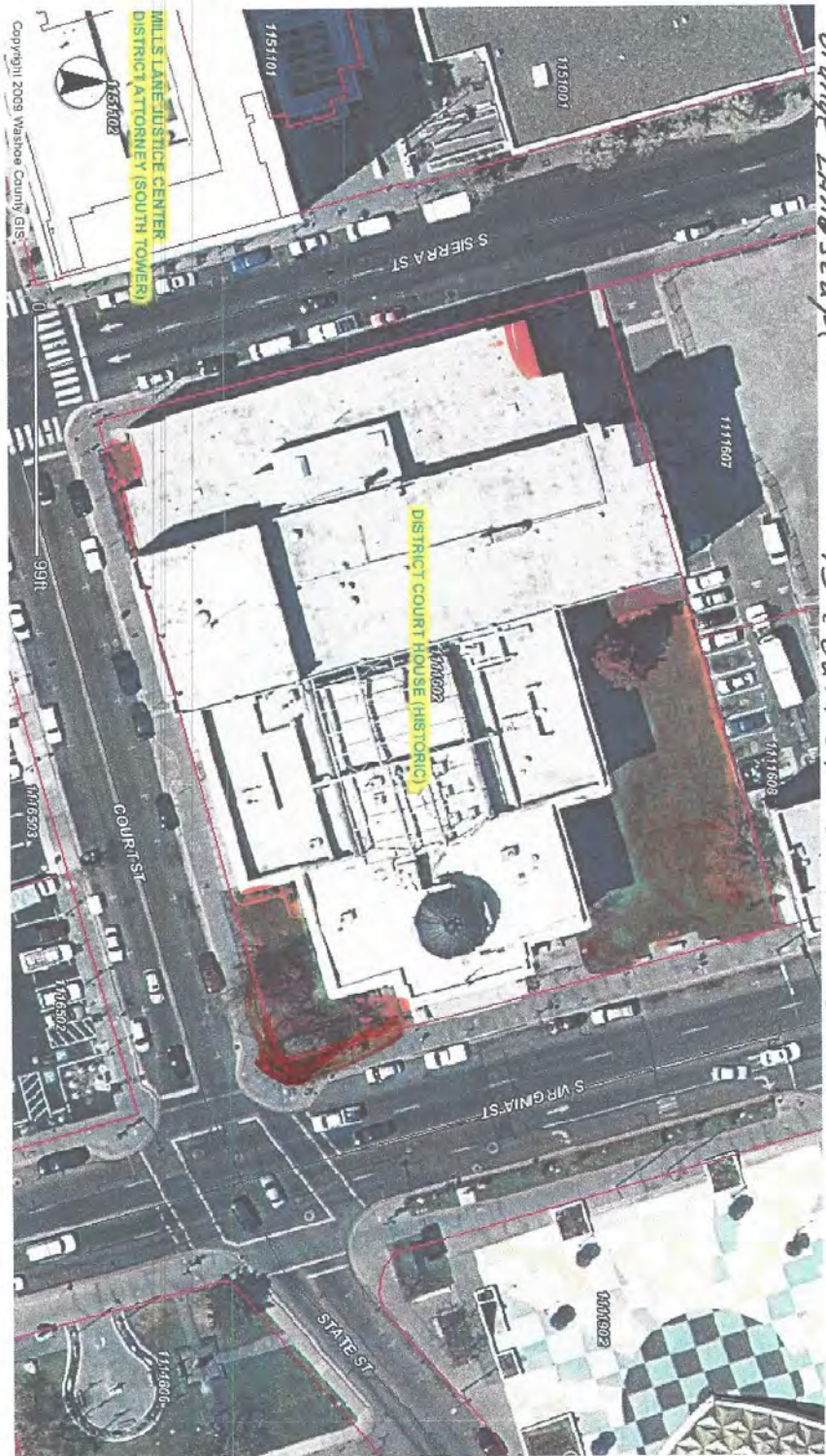
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1001 East Ninth St. Reno, NV 89511

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PROPRIETARY INFORMATION: Any resale of this information is prohibited, except in accordance with a licensing agreement.

Orange Landscape

75 Court St - District Court



EOC/RPSTC 5190 & 5195 Spectrum Blvd. Landscape - Orange



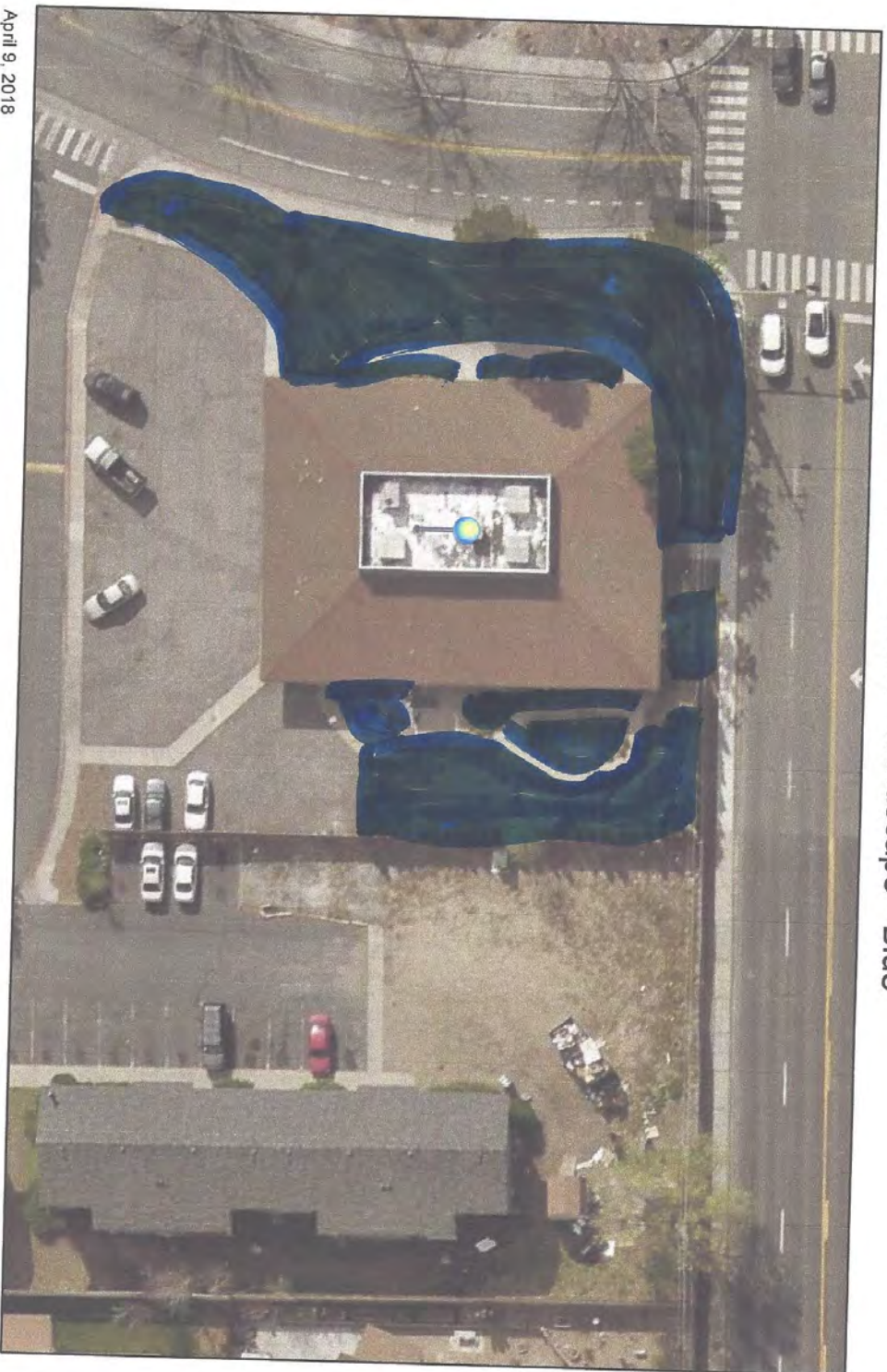
March 27, 2018

1:4,514
0 210 420 840 ft
0 62.5 125 250 m

Washee County
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus

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905 PRATER WAY Landscape - Blue



April 9, 2018
pointlayer



Westview County
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus
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ORANGE – LANDSCAPING

650 Ferrari/McLeod Blvd. – Jan Evans Juvenile Detention Center



*Play grounds in back
Open landscape*

Child Advocacy Center/Kids Kottage

S. Rock & Longley



990 E 9TH ST Landscape - Blue



April 9, 2018
pointlayer



0 105 210 420 ft
0 30 60 120 m
1:2,257

Webster County
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus

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Indoor plants taken care by contractor
Orange landscape 350 S. Center St (Liberty Cnt) & 301 S. Center St. main Liberty



Sidewalk blowing + clean up

No landscape



Orange Landscape 3031 Longley Lane - Longley Complex landscape only



Copyright 2007 Washoe County GIS



Copyright 2007 Washoe County GIS
1001 East Ninth St. Reno, NV 89511

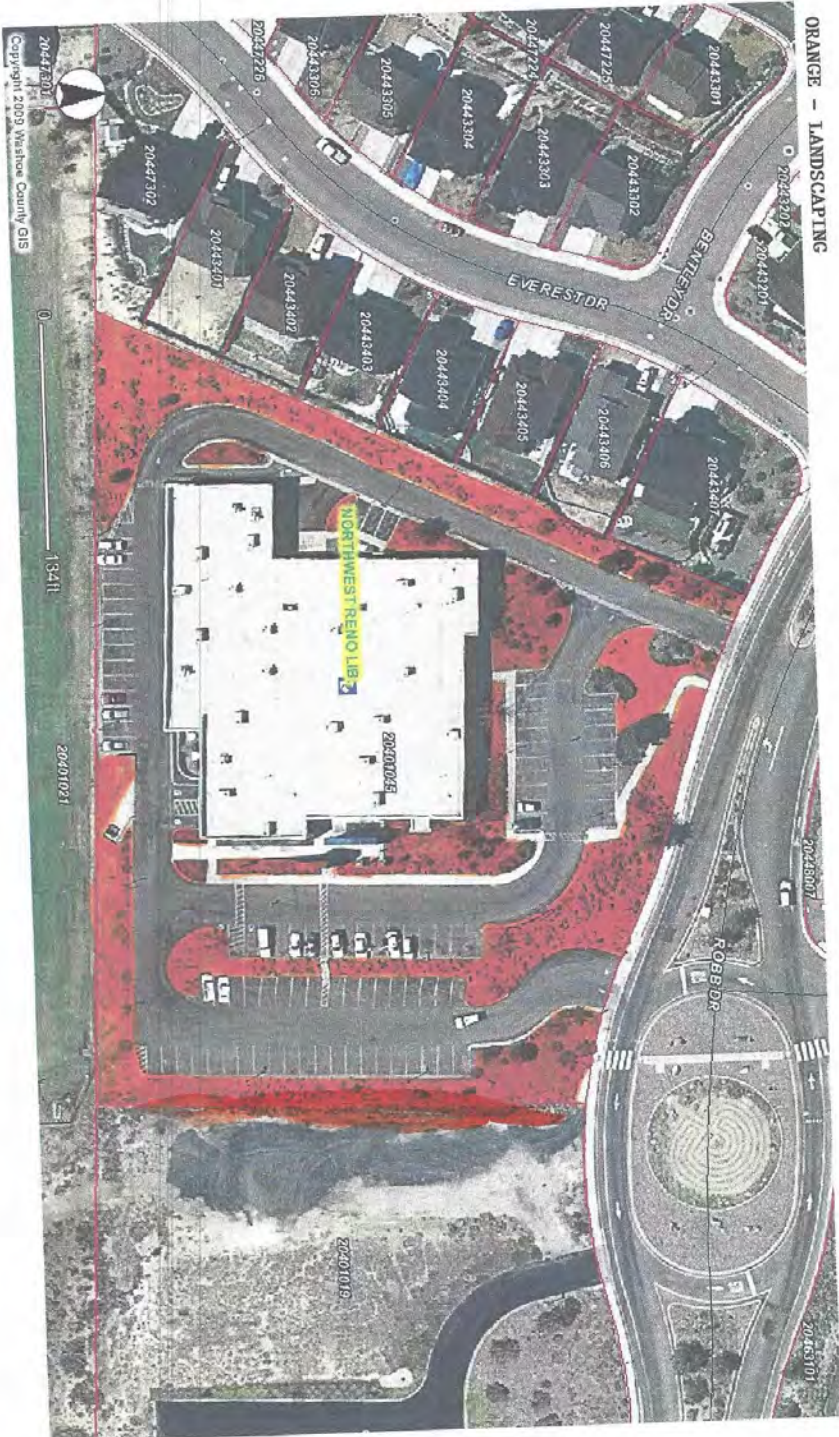
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Orange Landscape 1 S. Sierra St - North & South Tower



2325 Robb Dr. - Northwest Library



ORANGE - LANDSCAPE

2601 Plumas St. - Parks Admin



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1001 East Ninth St. Reno, NV 89511

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DEMAN landscape 15650A Wedge Pkwy - South Valleys Library



ORANGE - LANDSCAPING

7100A Pyramid Way - Spanish Springs Library



ORANGE - LANDSCAPING

1125 12th St - Sparks Library



224 & 230 Edison Way - Tech Services



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817478

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Orange Landscape

845+855 Alder ave, Incline Village Library + Service Center



Incline Sheriff's Substation

Orange Landscape



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1001 East Ninth St. Reno, NV 89511

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Exhibit D

BID ITEM #1: Landscaping Maintenance Fee	TNT Lawn Plus
Facility Name	maintenance fee per month
Animal Services	\$625
CARES-SART Bldg.	\$160
TB Clinic/Former Coroner's Office	\$90
Court Complex Parking Lots	\$90
District Courthouse (historic courthouse)	\$229
EOC/Regional Training Center	\$340
Family Engagement Center	\$173
Jan Evans Juvenile Detention	\$995
Child Advocacy Center-Kids Kottage	\$793
Medical Examiner's Office	\$355
Liberty Center	\$90
Liberty Parking Garage	N/A
Reno Library	\$160
Longley Complex	\$593
Mills Lane JC & New Courthouse	\$220
Northwest Library	\$297
Parks Administration Office	\$160
Sheriff's Office	\$833
South Valleys Library	\$322
Spanish Springs Library	\$419
Sparks Library	\$273
Tech Services & Public Administration	\$295
WC Complex & Senior Center	\$1,990
Incline Library	\$379
Incline Senior Center	\$321
Incline Sheriff's Substation	\$255
Incline Washoe County Roads Yard	\$225
Total Monthly Landscaping Maintenance Fee	\$10,682

EXHIBIT E

INSURANCE REQUIREMENTS

INSURANCE, INDEMNIFICATION AND HOLD HARMLESS REQUIREMENTS FOR SERVICE PROVIDERS ARE PROVIDED HERE AS AN EXAMPLE OF INSURANCE REQUIREMENTS. UPON SUCCESSFUL AWARD, FINAL INSURANCE REQUIREMENTS WILL BE PRESENTED.

INTRODUCTION

Washoe County has established specific insurance and indemnification requirements for service providers contracting with the County. Indemnification and hold harmless clauses and insurance requirements are intended to assure that a service provider accepts and is able to pay for a loss or liability related to its activities.

ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT PROVIDERS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF THERE ARE ANY QUESTIONS REGARDING THESE INSURANCE REQUIREMENTS, IT IS RECOMMENDED THAT THE AGENT/BROKER CONTACT WASHOE COUNTY RISK MANAGEMENT AT (775) 328-2665.

INDEMNIFICATION AGREEMENT

PROVIDER agrees to hold harmless, indemnify, and defend COUNTY, its officers, agents, employees, and volunteers from any loss or liability, financial or otherwise resulting from any claim, demand, suit, action, or cause of action based on bodily injury including death or property damage, including damage to PROVIDER'S property, caused by the omission, failure to act, or negligence on the part of PROVIDER, its employees, agents, representatives, or Subcontractors arising out of the performance of work under this Agreement by PROVIDER, or by others under the direction or supervision of PROVIDER.

In the event of a lawsuit against the COUNTY arising out of the activities of PROVIDER, should PROVIDER be unable to defend COUNTY due to the nature of the allegations involved, PROVIDER shall reimburse COUNTY, its officers, agents, and employees for cost of COUNTY personnel in defending such actions at its conclusion should it be determined that the basis for the action was in fact the negligent acts, errors or omissions of PROVIDER.

GENERAL REQUIREMENTS

PROVIDER shall purchase Industrial Insurance, General Liability, and Automobile Liability as described below. The cost of such insurance shall be borne by PROVIDER. PROVIDER may be required to purchase Professional Liability coverage based upon the nature of the service agreement.

INDUSTRIAL INSURANCE (Workers' Compensation)

It is understood and agreed that there shall be no Industrial Insurance coverage provided for PROVIDER or any Sub-consultant by COUNTY. PROVIDER agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the COUNTY to make any payment under this Agreement to provide COUNTY with a certificate issued by an insurer in accordance with NRS 616B.627 and with a certificate of an insurer showing coverage pursuant to NRS 617.210 for PROVIDER and any sub-consultants used pursuant to this Agreement.

Should PROVIDER be self-funded for Industrial Insurance, PROVIDER shall so notify COUNTY in writing prior to the signing of this Agreement. COUNTY reserves the right to approve said retentions and may request additional documentation financial or otherwise for review prior to the signing of this Agreement.

It is further understood and agreed by and between COUNTY and PROVIDER that PROVIDER shall procure, pay for, and maintain the above-mentioned industrial insurance coverage at PROVIDER'S sole cost and expense.

MINIMUM LIMITS OF INSURANCE

PROVIDER shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per claim for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to each project or location.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. No aggregate limits may apply.
3. Professional Liability: \$ -0- per occurrence and as an annual aggregate.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the COUNTY Risk Management Division. COUNTY reserves the right to request additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retention and prior to executing the underlying agreement. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy, must be approved by the COUNTY Risk Manager prior to the change taking effect.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. COUNTY, its officers, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of PROVIDER, including COUNTY'S general supervision of PROVIDER; products and completed operations of

PROVIDER; premises owned, occupied or used by PROVIDER; or automobiles owned, leased, hired, or borrowed by PROVIDER. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its officers, employees or volunteers.

2. PROVIDER'S insurance coverage shall be primary insurance as respects COUNTY, its officers, employees and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, employees or volunteers shall be excess of PROVIDER'S insurance and shall not contribute with it in any way.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, employees or volunteers.

4. PROVIDER'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to COUNTY except for nonpayment of premium.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII. COUNTY, with the approval of the Risk Manager, may accept coverage with carriers having lower Best's Ratings upon review of financial information concerning PROVIDER and insurance carrier. COUNTY reserves the right to require that PROVIDER'S insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

VERIFICATION OF COVERAGE

PROVIDER shall furnish COUNTY with certificates of insurance and with original endorsements affecting coverage required by this exhibit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. **All certificates and endorsements are to be addressed to the specific COUNTY contracting department and be received and approved by the COUNTY before work commences.** COUNTY reserves the right to require complete, certified copies of all required insurance policies, at any time.

SUBCONTRACTORS

PROVIDER shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

MISCELLANEOUS CONDITIONS

1. PROVIDER shall be responsible for and remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by PROVIDER, any Subcontractor, or anyone employed, directed or supervised by PROVIDER.

2. Nothing herein contained shall be construed as limiting in any way the extent to which the PROVIDER may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Subcontractor under it.

3. In addition to any other remedies COUNTY may have if PROVIDER fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, COUNTY may, at its sole option:

a. Order PROVIDER to stop work under this Agreement and/or withhold any payments which become due PROVIDER hereunder until PROVIDER demonstrates compliance with the requirements hereof;

b. Terminate the Agreement.