ATTACHMENT 3
BID NO. ASK PROJECT NUMBER
ASK PROJECT DESCRIPTION

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

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

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

3. COUNTY COVERAGE
COUNTY, its officers and employees must be expressly covered as additional insured’s except on Workers’ Compensation and professional liability insurance coverage. SUCCESSFUL BIDDER’S insurance shall be primary as respects to COUNTY, its officers and employees.

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

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

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

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

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

9. PROFESSIONAL LIABILITY OPTIONAL
SUCCESSFUL BIDDER shall maintain limits of no less than $1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of 2 years beyond the completion or termination of CONTRACT. Any retroactive date must coincide with or predate the beginning of CONTRACT and may not be advanced without the consent of COUNTY.

10. HOMEOWNER’S OPTIONAL
SUCCESSFUL BIDDER shall obtain and maintain homeowner’s insurance which includes personal liability of no less than $300,000 per occurrence.

3-1 Revised 8/20/2015
11. WORKERS’ COMPENSATION
SUCCESSFUL BIDDER shall obtain and maintain for the duration of CONTRACT, a work certificate or a certificate issued by an insurer qualified to underwrite workers’ compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a Bidder who is a Sole Proprietor shall be required to submit an affidavit (Attachment 3) indicating that Bidder has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

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

13. ADDITIONAL INSURANCE
SUCCESSFUL BIDDER is encouraged to purchase any such additional insurance as it deems necessary.

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

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

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

17. INSURANCE FORM INSTRUCTIONS
The following information must be filled in by SUCCESSFUL BIDDER’s Insurance Company representative:
1. Insurance Broker’s name, complete address, contacts name, phone and fax numbers.
2. SUCCESSFUL BIDDER’S name, complete address, phone and fax numbers.
3. Insurance Company’s Best Key Rating
4. Commercial General Liability (Per Occurrence)
   (A) Policy Number
   (B) Policy Effective Date
   (C) Policy Expiration Date
   (D) Each Occurrence ($1,000,000)
   (E) Damage to Rented Premises ($50,000)
   (F) Medical Expenses ($5,000)
   (G) Personal & Advertising Injury ($1,000,000)
   (H) General Aggregate ($2,000,000)
   (I) Products - Completed Operations Aggregate ($2,000,000)
5. Automobile Liability (Any Auto)
   (J) Policy Number
   (K) Policy Effective Date
   (L) Policy Expiration Date
   (M) Combined Single Limit ($1,000,000)
6. Worker’s Compensation
7. Professional Liability
   (N) Policy Number
   (O) Policy Effective Date
   (P) Policy Expiration Date
   (Q) Aggregate ($1,000,000)
8. Homeowner's Liability (Per Occurrence)
   (R) Policy Number
   (S) Policy Effective Date
   (T) Policy Expiration Date
   (U) Limit ($300,000)

9. Description: Bid Number ASK Project Number and ASK project description (must be identified on the initial insurance form and each renewal form).

10. Certificate Holder
    Clark County, Nevada
    c/o Purchasing and Contracts Division
    Government Center, Fourth Floor
    500 South Grand Central Parkway
    P.O. Box 551217
    Las Vegas, Nevada 89155-1217

11. Appointed Agent Signature to include license number and issuing state.
# 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

1. **INSURANCE BROKER’S NAME**
   - ADDRESS
   - 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

2. **SUCCESSFUL BIDDER’S NAME**
   - ADDRESS
   - PHONE & FAX NUMBERS
   - INSURER A:
   - INSURER B:
   - INSURER C:
   - INSURER D:
   - INSURER E:
   - INSURER F:

## Coverages

<table>
<thead>
<tr>
<th>INSR</th>
<th>TYPE OF INSURANCE</th>
<th>ADD'L INSR SUBR WDV</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YY)</th>
<th>POLICY EXP (MM/DD/YY)</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.</td>
<td>GENERAL LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>CLAIMS-MADE OCCUR.</td>
<td>X</td>
<td>(A) (B) (C)</td>
<td>EACH OCCURRENCE $(D) 1,000,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>GEN'L AGGREGATE LIMIT APPLIES PER:</td>
<td>POLICY X PROJECT LOC</td>
<td></td>
<td></td>
<td>DAMAGE TO RENTED PREMISES (Ea occurrence) $(E) 50,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>MED EXP (Any one person) $(F) 5,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PERSONAL &amp; ADV INJURY $(G) 1,000,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>GENERAL AGGREGATE $(H) 2,000,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PRODUCTS – COMP/OP AGG $(I) 2,000,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>DEDUCTIBLE MAXIMUM $ 25,000</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>AUTOMOBILE LIABILITY</td>
<td>ANY AUTO</td>
<td>X</td>
<td>(J) (K) (L) COMBINED SINGLE LIMIT (Ea accident) $(M) 1,000,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>ANY OWNED AUTOS</td>
<td>SCHEDULED AUTOS</td>
<td></td>
<td>BODILY INJURY (Per person) $</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>HIRED AUTOS</td>
<td>NON-OWNED AUTOS</td>
<td></td>
<td>BODILY INJURY (Per accident) $</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PROPERTY DAMAGE (Per accident) $</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>DEDUCTIBLE MAXIMUM $ 25,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>WORKER’S COMPENSATION AND EMPLOYERS’ LIABILITY</td>
<td>Y/N</td>
<td>N/A</td>
<td>WC STATUTORY LIMITS OTHER $</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)</td>
<td></td>
<td></td>
<td>E.L. EACH ACCIDENT $</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>DESCRIPTION OF OPERATIONS below</td>
<td></td>
<td></td>
<td>E.L. DISEASE – E.A. EMPLOYEE $</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>E.L. DISEASE – POLICY LIMIT $</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>PROFESSIONAL LIABILITY</td>
<td></td>
<td>(N) (O) (P) AGGREGATE</td>
<td>$(Q) 1,000,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>HOMEOWNER’S LIABILITY</td>
<td></td>
<td>(R) (S) (T) LIMIT (PER OCCURRENCE)</td>
<td>$(U) 300,000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Description of Operations / Locations / Vehicles** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

## BID No. Ask Project Number; Ask Project Description.

## Certificate Holder

10. **CERTIFICATE HOLDER**
    - CLARK COUNTY, NEVADA
    - C/O PURCHASING AND CONTRACTS DIVISION
    - GOVERNMENT CENTER, FOURTH FLOOR
    - 500 S. GRAND CENTRAL PARKWAY
    - P.O. BOX 551217
    - LAS VEGAS, NV 89155-1217

**CANCELLATION**

Should any of the above described policies be canceled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

11. **AUTHORIZED REPRESENTATIVE**

@ 1988-2010 ACORD CORPORATION. All rights reserved.

ACORD 25 (2010/05) The ACORD name and logo are registered marks of ACORD
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, NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS ARE INSUREDS WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.
ATTACHMENT 4

BID NO. ASK PROJECT NUMBER
ASK PROJECT DESCRIPTION

AFFIDAVIT
(ONLY REQUIRED FOR A SOLE PROPRIETOR)

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

1. I am a Sole Proprietor;
2. I will not use the services of any employees in the performance of CONTRACT, identified as Bid No. ASK project number, entitled ASK project description;
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

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

Signed this __________ day of ______________________, _____.

Signature

State of Nevada )
)ss.
County of Clark )

Signed and sworn to (or affirmed) before me on this ________________ day of ______________________, _____,
by ________________________________ (name of person making statement).

Notary Signature

STAMP AND SEAL