



**PURCHASING DEPARTMENT
BUSINESS CENTER SOUTH
NEVADA SYSTEM OF HIGHER EDUCATION (NSHE)**

**REQUEST FOR PROPOSAL 679-BC
THE SCHOOL OF MEDICINE (SOM) NEW MEDICAL EDUCATION
BUILDING (MEB) FOR CONSTRUCTION MANAGER AT RISK (CMAR)**

NEVADA STATE LABOR COMMISSION PWP NUMBER: CL-2017-38

RELEASE DATE:	September 15, 2016
MANDATORY PRE-PROPOSAL MEETING	September 22, 2016 at 2:00 p.m. Pacific University of Nevada, Las Vegas 4505 Maryland Parkway Campus Services Building, Room 131B Las Vegas, NV 89154-1033
LAST DAY FOR QUESTIONS:	September 26, 2016
LAST DAY FOR ADDENDA:	September 28, 2016
DUE DATE, TIME and LOCATION FOR PROPOSALS:	October 6, 2016 at 3:00 p.m. Local Time University of Nevada, Las Vegas 4505 Maryland Parkway Campus Services Building, Room 235 Las Vegas, NV 89154-1033
PUBLISHED: PUBLISHED DATE(S)	Las Vegas Review-Journal September 15, 2016

PLEASE NOTE: THIS IS A PUBLIC WORKS PROJECT. A BIDDER MUST BE QUALIFIED AS A BIDDER WITH THE STATE PUBLIC WORKS DIVISION OF THE DEPARTMENT OF ADMINISTRATION FOR THE COST CATEGORY REQUIRED FOR THIS PROJECT. PLEASE REFER TO <http://publicworks.nv.gov/Bids/Bids/>. NOTE THAT BIDDER MUST ALSO HAVE BONDING CAPABILITY AND LIMITS EQUAL TO OR GREATER THAN THE ESTIMATED CONSTRUCTION COST.

Sealed Proposals, **one original and five (5) copies**, and **one electronic copy**, subject to the terms, conditions and scope of services, herein stipulated and/or attached hereto, will be delivered as stated above. **All Proposals must be received on or before the date and time set forth above.** Proposals may be mailed or hand delivered to the address above. Please go

to <http://maps.unlv.edu/> to view a map of UNLV campus. All documents and other information submitted in response to this RFP, including, without limitation, a Proposal, are confidential and may not be disclosed until notice of intent to award the contract is issued.

The Proposer must be qualified to bid on a public work of the State pursuant to NRS 338.1379 prior to submitting a proposal.

This Project has been estimated to cost approximately, but not limited, to \$100,000,000-\$120,000,000.

This project or work is not being financed in whole or part from Federal or State Funds. The University of Nevada, Las Vegas, is funding the project.

Anticipated Commencement Date of Preconstruction Phase: November 2016

Anticipated Commencement of Construction Phase: May 2018

Anticipated Completion Date of Construction Phase: May 2020

These dates are subject to change at the discretion of UNLV.

If you should have any questions regarding this RFP, fax or e-mail your questions directly to:

Brandy Candelaria
Contracts Administrator
Phone: (702) 895-0969
Fax: (702) 895-3859
University of Nevada, Las Vegas
4505 Maryland Parkway
Campus Services Building, Room 235
Las Vegas, NV 89154-1033

Visit the UNLV Purchasing website at <http://purchasing.unlv.edu/purchasing/solicitations> for posted RFP documents and any addenda.

Companies wishing to do business with the university must first register as a supplier at the following website: <https://supplierregistration.purchasing.unlv.edu/>. If you need assistance or have questions please send your inquiries to Supplier.Registration@unlv.edu.

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SECTION A INTRODUCTION

1. PURPOSE OF REQUEST

In accordance with NRS 338, UNLV invites interested parties to submit a Proposal for a Construction Manager at Risk (CMAR) for the Pre-Construction and Construction Services and Subcontractor Selection for the School of Medicine (SOM) new Medical Education Building (MEB) at the former Southern Nevada Health District site near Shadow Lane.

Selection of the CMAR must be completed in two phases with an initial ranking and selection of Short-Listed Proposers and a final ranking following the interview process. Following selection of the highest ranked Short-Listed Proposer, UNLV and the selected Proposer shall negotiate the Preconstruction Services Contract.

2. UNIVERSITY OF NEVADA, LAS VEGAS (UNLV)

UNLV is located in the city of Las Vegas and is emerging as a premier urban university. UNLV currently has over 220 undergraduate, masters, and doctoral degree granting programs and serves approximately 28,000 students. Additionally, there are approximately 3,000 faculty and staff. The University's 340-acre campus is located in the southeast part of the city, near the McCarran International Airport and the Las Vegas Strip.

3. TERMINOLOGY

ADDENDUM:	A written document issued by the Owner, via the Purchasing and Contracts Department, prior to the submission of Proposals which modifies or clarifies the RFP Documents by additions, deletions, clarifications, and/or corrections.
BOARD OF REGENTS	The elective body that has been vested by the Constitution of the State of Nevada to have exclusive control and administration of NSHE. The Board of Regents is the contracting party for any NSHE contract. The Board of Regents acts on behalf of UNLV.
COMPANY(IES)	"Company" shall mean the legal entity of the applicable Proposer, whether a sole proprietorship, corporation, LLC, Partnership, or other legal entity, and any person(s) acting on behalf of such entity.
PRECONSTRUCTION SERVICES CONTRACT	The RFP documents, Proposer's Proposal, and the Preconstruction Services Contract
CONSTRUCTION CONTRACT	AIA 133, A133 Exhibit A, and AIA 201 resulting from this RFP.

CONTRACT DOCUMENTS	The RFP documents, Proposer's Proposal, Preconstruction Services Contract and the AIA 133 (as modified) with AIA133 Exhibit A (as modified) and AIA 201 (as modified) plus Exhibits and any mutually agreed upon written modifications.
GENERAL TERMS AND CONDITIONS	By submitting a Proposal, you and all respondents (as applicable), acknowledge and agree with the terms and conditions upon which the Proposals will be evaluated, and the Contract awarded as set forth in Section C.
GMP	Guaranteed Maximum Price as defined in AIA 133 and 133 Exhibit A.
CMAR	Construction Manager at Risk as defined in NRS Chapter 624 and explained in AIA 133.
CONTRACTOR	The person or entity identified as such in the Contract and is referred to throughout the Contract documents as Contractor or Successful Proposer. Contractor shall mean the CMAR or its authorized representative
DIRECTOR	The term "Director" as used throughout this document will mean the University of Nevada, Las Vegas Director of Purchasing and Contracts.
NSHE	The Nevada System of Higher Education. NSHE is Nevada's public higher education system.
PROPOSER(S)	"Proposer(s)" as used throughout this RFP document will mean the respondent(s) to this RFP or you, as applicable.
REQUEST RFP	Request for Proposal or RFP The term "RFP" as used throughout this document will mean Request for Proposal.
RFP DOCUMENTS	The RFP, all Exhibits and Attachments, and any Addenda issued prior to the date designated for receipt of Proposals, and Interview Questions.
RFP RESPONSE FORM	Proposer form submitted in Section F by an authorized representative for the Company named on said form, acknowledging that he/she/it has examined this RFP including any related documents, and hereby offers to furnish all labor, materials, tools, supplies, equipment and services necessary to comply with the specifications, terms

and conditions set forth herein and at the prices stated.

Subcontractor/
Independent Contractor:

Any individual, agent, firm, sole proprietor, or corporation to whom the CMAR 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 CMAR.

UNLV OR OWNER

University of Nevada, Las Vegas

SECTION B

SUBMISSION INSTRUCTIONS AND EVALUATION OF PROPOSALS

UNLV invites the submission of Proposals on the services specified within this RFP. Please read carefully all instructions, introduction, general terms and conditions, Miscellaneous Terms, scope of work and/or specifications, Pricing Response Form, RFP Response Form, sample insurance form, and sample contracts. Failure to comply with the instructions, terms and conditions, scope of work and/or specifications, of the Request may result in your Proposal being declared non-responsive.

1. MANDATORY PRE-SUBMITTAL INFORMATIONAL MEETING

There will be a mandatory pre-submittal informational meeting on the date and at the location indicated on the cover sheet of this RFP. Attendees at the meeting should consist of staff members proposed to work on this project. Additional team members may attend the meeting at the contractors' discretion. However, UNLV reserves the right to limit the number of team members allowed to attend this meeting through addendum. Failure of a Proposer to attend this meeting will result in the rejection of the Proposal.

During the meeting, UNLV staff will be available to answer questions about the RFP. Verbal responses to questions made at the informational meeting will be followed up with written addendum to the RFP. Verbal clarifications will not be binding.

2. PREPARATION AND SUBMISSION

- a) Each Proposer by submitting a Proposal represents that (i) Proposer has read and understands the entire RFP including any attachments and asserts that its Response is made in accordance therewith; (ii) Proposer has visited the project site and is familiar with the local conditions under which the work is to be performed; prior to submission of the Proposal, the Proposer shall ascertain that it has received all Addenda issued and shall acknowledge receipt of each Addendum by completing the acknowledgment space provided on the RFP Response Form and (iv) Proposer and the successful Contractor, and its Subcontractors/Independent Contractors, shall comply with all applicable provisions of the Nevada Revised Statutes Chapter 338 and Nevada Administrative Code Chapter 338.
- b) Proposers shall take no advantage of any apparent error or omission in the RFP Documents. In the event a Proposer discovers such an error or omission or other irregularity, Proposer shall immediately notify the Purchasing Department. The Purchasing Department will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the RFP Documents through the issuance of an Addendum.
- c) If it becomes necessary to revise any part of this RFP, a written addendum will be provided to all Proposers. UNLV is not bound by any oral representations, clarifications, or changes made to the written specifications by UNLV employees, unless such clarification or change is provided to Proposers in written addendum form from the Purchasing Department. Written Addenda will be sent to those attending the Pre-Bid meeting and will be posted on the UNLV Purchasing website: <http://go.unlv.edu/purchasing/solicitations>. All addenda must be acknowledged on the

RFP Response Form. Proposals may be considered non-responsive in the event Addenda are not acknowledged.

- d) The Proposal submitted should not exceed **fifty (50)** pages. Other attachments may be included with no guarantee of review.
- e) All Proposals shall be typed in a font no smaller than 10 points on 8 ½" x 11" paper bound with tabbed dividers labeled by section to correspond with the evaluation information requested.
- f) Prices are to be submitted on the Pricing Response Form provided or true copies thereof and must be manually signed by pen. If any erasures or changes appear on the form, each such correction must be initialed by the person signing the Proposal. Proposers shall include with their forms the necessary documents or attachments as required in this document. All figures must be written in ink or typewritten. The Pricing Response Form must be submitted in a sealed envelope by the date and time set forth in the Short-List notification. The Pricing Response Form is only required from and shall only be submitted by the Proposers on the Short-List. The envelope must indicate the name of the Proposer, RFP number, title as listed on the first page of the RFP, and the due date and time on the outside of the envelope. The date and time shall be the same for all Short-Listed Proposers. **Telegraph, facsimile, email or telephone proposals will not be considered.**
- g) Proposals along with all required documents as described in this RFP must be sealed and submitted in an envelope with the response form and must indicate the name of the Proposer, RFP number, title as listed on the first page of the RFP, and date and time of opening on the outside of the envelope. **Telegraph, facsimile, email or telephone proposals will not be considered.**
- h) Proposers should submit the required number of responses as indicated on the first page of this document. The name of the Proposer's firm shall be indicated on the spine and/or cover of each binder submitted.
- i) No responsibility will attach to the UNLV or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open, a Proposal not properly addressed and identified.
- j) Alterations, modifications or variations may not be considered unless authorized by this document or by an addendum. Unauthorized alterations of the requirements or Proposal Forms form may render the Proposal null and void.
- k) Persons or firms submitting Proposals are certifying that they have had no contact with an employee or member of the Nevada System of Higher Education, which would give that company or person submitting a Proposal any advantage over any other company or person proposing. Employees and members of NSHE shall not receive any compensation, in any manner or form, nor have any vested interest, directly or indirectly, of any kind or nature inconsistent with loyal service to the public. A violation of the above shall be just cause for rejection of that particular Proposal without further consideration.

- l) All Proposers, by signing the RFP Response Form, certify that they agree to the terms and conditions set forth in this RFP and attached sample contract unless otherwise stated by identifying and addressing specific exceptions.
- m) All Proposers, by signing the RFP Response Form, certify that they are an Equal Opportunity/Affirmative Action Employer, unless otherwise stated.
- n) UNLV accepts no responsibility or liability for any costs incurred by a responding firm prior to the execution of the contract.
- o) UNLV reserves the right to contract for less than all of the services identified herein.
- p) The contents of your Proposal or other information submitted to the UNLV are subject to public release, upon request, after the Contract award. Proposers may mark as "proprietary" those parts of its Proposal that it deems confidential and proprietary. However, Proposers are alerted that this marking is advisory only and not binding on the UNLV. If there is a request from the public to inspect any part of the Proposal so marked, the UNLV will advise the Proposer and request further legal justification in support of the "proprietary" marking. If the UNLV determines, after receipt of the justification, that the material is releasable, the Proposer will be notified. **Prices are not considered proprietary and should not be marked as so.**
- q) Each Proposer is solely responsible for the content of its Proposal that best meets the evaluation criteria set forth in the RFP.

3. ALTERNATE BRAND/SPECIFICATION REQUEST

- a) Unless stated otherwise within this solicitation, wherever in the Invitation any item required to be furnished is mentioned by a brand name or a manufacturer's name is given, it is intended to establish a standard of quality or type of material desired and not to restrict the use of other materials which are of equal quality or type.
- b) Any request for alternate equipment or specifications must be submitted, in writing, to the purchasing representative listed on the first page of this document by the last day for questions. Such requests will be evaluated and a determination made as to whether they meet the criteria for an approved as "equal". Any such approved "equals" will be posted with the Addendum for all bidders to consider. Absent such approval, all Proposals received will be required to furnish items exactly as specified. Failure of a successful contractor to provide equipment or process as specified will be a basis for termination for default.
- c) UNLV alone shall determine if a substitute item is equal to or better than what was requested and the decision will be final.
- d) UNLV reserves the right to consider submittals not in exact accordance with the specifications.

4. SUBMISSION REQUIREMENTS

- a) Proposers must submit the following documents to satisfy Mandatory Pass/Fail Requirements:

- 1) Certification that Proposer has not been found liable for breach of contract with respect to a previous project, other than a breach for legitimate cause, during the five (5) years immediately preceding the date of the advertisement for this Request for Proposals. Evidence of such termination will disqualify the Proposer from doing work with the University.
 - 2) Certification that Proposer has not been identified as excluded from doing business with the Federal Government.
 - 3) Evidence of holding a valid State of Nevada Contractor's License.
 - 4) Evidence of ability to obtain necessary bonding.
 - 5) Evidence of required Insurance as identified at <http://rms.unlv.edu/insurance-and-claims/insurance/contracts/>.
 - 6) Identification of any Litigation and Dispute History in the past five years, including assessment of liquidated damages, contract terminations, and judgments against the Company.
 - 7) The reporting information required below is not for evaluation purposes, but failure to provide a complete submittal that includes the reporting information could result in a rejection of the submittal as incomplete. In compliance with NSHE policy, a contractor responding to a solicitation for the purchase of goods or services that is anticipated to exceed \$1,000,000 at any time during the life of the contract shall provide in the following reporting information in its response:
 - Contractor's historical and anticipated commitment to Tier 2 MWDBE (as hereinafter defined) and local business enterprises.
 - Contractor's MWDBE certification from any issuing agency or entity, if applicable.
 - Contractor's spend with local business enterprises for the most recent completed fiscal year (July 1 through June 30).
 - A listing of Tier 2 suppliers, including local and MWDBE suppliers, that will be considered and/or utilized as subcontractors for any work performed as a result of this solicitation. (This Item due at time of GMP submittal)
 - 8) Certification in Attachment 1 that Proposer has not been disqualified from being awarded a contract pursuant to NRS 338.017, 338.13895, 338.1475 or 408.333;
 - 9) Certification in Attachment 1 that Proposer is qualified to bid on a public work of the State of Nevada pursuant to 338.1379 prior to submitting the Proposal.
- b) Statement of Qualifications:
- 1) **Organizational Qualifications:** Describe the size, length of time in business, and number of personnel by discipline; provide an organization chart of the company, identifying where this project will fit in the structure; identify key staff (Project Executive, Superintendent, Project Manager and Safety Director) proposed for this project, with resumes; identify the number and size of current project workload; and identify major subcontractors with percentage of work they will be performing.

- 2) **Project Experience:** Identify five Projects of similar size and complexity that have been successfully completed by the contractor under the CMAR, design-build, design-assist, negotiated work or value-engineered work method of contract within the past three years. Identify each project by name, customer, and size; and provide a "customer" point of contact for each project, with phone number and email address. Identify which of these projects the proposed key staff supported and in what capacity. Provide an explanation of experience Proposer has in such projects in Nevada. For projects not delivered via a CMAR delivery method/contract, explain how the experience with the different delivery method supports CMAR delivery capability by the proposer for this project.
 - 3) **Project Management Approach:** Describe the CMAR approach to this project and the proposed plan for Preconstruction Phase and Construction Phase in compliance with the requirements of NRS §338.1692, critical issues related to this project, and how you propose to resolve them; describe your approach to managing cost and change control; provide a chart showing all projects completed in the past five years that identifies the budgeted cost and schedule and the actual cost and schedule, and provide the number and cost of all change orders per project.
 - Submit a milestone schedule with staffing levels for Preconstruction Services
 - Submit a list of proposed staffing by title for Preconstruction Services setting forth the number of hours to perform Preconstruction Services and the percentage of time allocated to the Project.
 - 4) **Approach to Quality Assurance and Safety:** Describe the firm's quality assurance and safety programs, identifying the person responsible for quality assurance on this project; provide a list of all safety violations on projects completed in the past three years.
- c) Proposed Price - Complete Pricing Response Form, Section F. This will only be required of and accepted from Short-Listed Proposers being interviewed. **DO NOT SUBMIT A PRICING RESPONSE FORM UNLESS REQUESTED IN WRITING BY UNLV.**
- UNLV will pay the fees for the plan review and inspection services of the State Public Works Division, State Fire Marshall, and other agencies as applicable.
- For Projects proposed to cost in excess of \$100,000, payment and performance bonds will be required for the full amount of the Guaranteed Maximum Price and payment of Prevailing Wages will be required. Bonds are required to be submitted within five (5) days after acceptance of the GMP. Required bonds and insurance must be furnished prior to the Contract being awarded and becoming binding. Provide evidence of ability to obtain required bonds.
- d) Provide the contact information for three(3) references who have knowledge of the background, character and technical competence of Proposer. Include the contact name, phone number and e-mail address as well as the name and address of the organization. The Proposer certifies that it is empowered to use the names of references it provides and agrees that UNLV may contact these references.
 - e) Identify the people that have been designated as Contractor's Key Personnel:
 - Superintendent
 - Project Manager

- Safety Director
 - Other
- f) Short List proposers will be required to respond to a list of questions that will be provided by UNLV.

5. EVALUATION OF PROPOSALS

- a) At the date and time stated in this Request, all Proposals will be opened publicly and the name of the respondents will be recorded. To maintain confidentiality of all responses, no other information will be revealed at the opening or during the evaluation process. Proposers, their authorized agents and other interested parties are invited to be present.
- b) Proposals will initially be reviewed to ensure that they have addressed the Pass/Fail requirements identified in Section B.3.a), above.
- c) Those Proposals that meet the minimum qualifications will be evaluated by an evaluation committee. The evaluation will be conducted in accordance with all of the requirements stipulated in NRS Chapter 338.
- d) **Technical Evaluation:** The Proposals will be evaluated based on the criteria listed below from which UNLV may identify a “short list” of best qualified firms.

Weighted Evaluation Criteria for Selection Of Short-List

Possible Points

1. Staff/Team Qualifications	30
• Team composition	
• Quality/experience of Member firms	
• Quality/experience of key staff	
2. Project Experience	40
• Relative Projects	
• Performance record	
3. Project Management Approach and Approach to Quality Control	25
4. Certificate of Eligibility and Preference Affidavit	05

Total Possible Technical Points

100

- e) The Panel shall interview at least two (2) but not more than five (5) Short-Listed Proposers. The Proposer shall have present the project manager, project superintendent, and may bring others that are proposed on the project to the interview.
- f) **Final Evaluation:** The Short-Listed Proposers will be evaluated on the criteria stated below based only on information submitted during the interview process.
- | | |
|--------------------------------------|----|
| 1. Staff/Team Qualifications | 30 |
| • Team composition | |
| • Quality/experience of Member firms | |

• Quality/experience of key staff	
2. Project Experience	30
• Relative Projects	
• Performance record	
3. Project Management Approach and Approach to Quality Control	15
4. Proposed Compensation	20
• Pre-Construction Fixed Fee	
• Construction Services Rate (Expressed as a percentage of construction cost)	
5. Certificate of Eligibility and Preference Affidavit	05
Total Possible Cost Points	100

- f) The Pre-Construction Fixed Fee shall include the cost of Subcontractors that the CMAR will use for Pre-Construction Services pursuant to NRS §338.16935. The Proposed Compensation shall be established by the following formula: Preconstruction Fixed Fee + (Construction Services Rate multiplied by the Estimated Cost of Construction set forth in this RFP). Scores will be calculated by dividing the Proposer's Proposed Compensation by the lowest Proposed Compensation multiplied by the total possible 20 points. UNLV will be the sole judge as to the acceptability, for our purposes, of any and all Proposals.
- g) UNLV reserves the right to reject any or all Proposals or any part of the Proposal and to waive informalities and minor irregularities in the Proposals received.

6. ESTIMATED SELECTION SCHEDULE

The following dates are tentative and are subject to change at the Owner's sole discretion:

Notification to Short-Listed Proposers October 14, 2016

Interview submittal (including Pricing Response Form) October 21, 2016

Interviews conducted October 24, 2016

7. STIPEND

No stipend will be offered for submission of a response to this RFP. No compensation of any amount, or type, will be given to any team for preparing a response to this RFP. All costs associated with preparation of the RFP response are the responsibility of the Proposers.

8. LATE PROPOSALS

This RFP indicates the time by which the Proposals must be received in the Purchasing Department (based on the time-stamp at the UNLV Purchasing and Contracts Department front

desk). Any Proposals received after that date and time will be rejected and not be considered or will be returned unopened upon request by, and at the expense of the Proposer. Proposer is responsible for ensuring third party deliveries arrive at the time and place as indicated in this document. Regardless of the method used for delivery, the Bidder shall be wholly responsible for the timely delivery of its bid.

9. WITHDRAWAL OF PROPOSAL

Proposers may request withdrawal of a posted, sealed Proposal prior to the scheduled opening time, provided the request for withdrawal is submitted to the Purchasing Department in writing, or presented in person with proper identification to the Purchasing Department and signed for.

10. CERTIFICATE OF ELIGIBILITY FOR PREFERENCE IN BIDDING OF PUBLIC WORKS

Each Proposer is responsible for determining whether such Proposer is entitled to a preference in bidding under NRS 338.1693. Proposers claiming a preference must possess and should submit a valid certificate of eligibility issued by the Nevada State Contractor's Board **AND** must submit a fully executed notarized Affidavit Pertaining to Preference Eligibility. If awarded the a contract, Proposer is required to comply with the requirements of NRS §338.0117 for the duration of the contract.

SECTION C GENERAL TERMS AND CONDITIONS

1. ACCEPTANCE PERIOD

The Proposer agrees to a minimum of 120 calendar day acceptance period from the date of public opening.

2. APPROPRIATIONS

The terms of any Contract issued are contingent upon sufficient appropriations and authorizations being made by UNLV for the performance of this Contract. If sufficient appropriations and authorizations are not made by UNLV, the Contract shall terminate, without penalty, upon written notice being given by UNLV to the Contractor. UNLV's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

3. AWARD OF CONTRACT

- a) Subject to the provisions of NRS Chapter 338, Award will be made to the most responsible and responsive Proposer. The basis of award will be determined in accordance with the provisions of NRS Chapter 338 by evaluation of items as listed in section B.4, Evaluation of Proposals, and any other established purchasing methods that are applicable, which may include life cycle cost, quality, availability, conformance to specifications, financial capability and service, all in the best interests of the requesting department and the UNLV.
- b) A contract will be awarded on the basis of which Proposal UNLV deems best suited to fulfill the requirements of the RFP. UNLV also reserves the right not to make an award if it is deemed that no single Proposal fully meets the requirements of this RFP.
- c) UNLV shall not be obligated to accept the lowest priced response, but will make an award in the best interests of UNLV after all factors have been evaluated. All evaluations factors identified above will be used for evaluating Proposals. UNLV reserves the right to negotiate final contract terms with any Proposer selected. Such negotiations may result in modification to contract clauses or the request for a Best and Final Offer.
- d) A formal Preconstruction Services Contract will be negotiated with the successful Proposer. If Owner is unable to negotiate a Preconstruction with such Proposer at an amount of compensation to be determined fair and reasonable, Owner shall terminate negotiations with that Proposer and may undertake negotiations with the next ranked Proposer. A Construction Contract will be executed once the design is sufficient to determine the probable cost. The term of the contract will be will be identified in the Contract with a completion not to exceed date. Liquidated Damages in the amount of \$5,000.00 per day will be assessed if the project is not completed by this date. (Check this as it varies but usually omit.)
- e) The terms and conditions contained in the attached sample contracts or, in the sole discretion of UNLV, terms and conditions substantially similar to those contained in the sample contracts, will constitute and govern any agreements that result from this RFP. If a Proposer takes exception to any terms or conditions set forth in the contract, Proposer

must submit a list of the exceptions as part of its response to this RFP. Proposer's exceptions will be reviewed by UNLV and may result in disqualification of Proposer's offer as non-responsive to this RFP. If Proposer's exceptions do not result in disqualification of Proposer's response, then UNLV may consider Proposer's exceptions when UNLV evaluates the Proposer's response. The Construction Contract must comply with NRS §338.020 to §338.090 inclusive.

4. COMPLIANCE

Proposers are required to comply with all OSHA, EPA, ADA and other relevant state and federal standards, codes and regulations that may apply.

5. CONFIDENTIAL TREATMENT OF INFORMATION

Proposers shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this RFP.

6. CONFLICT OF INTEREST

Persons or firms submitting Proposals on this solicitation are certifying that they have had no contact with an employee or member of the NSHE in any manner that would give that company or person submitting such a Proposal, any unfair advantage over any other company or person submitting a Proposal. Employees and members of the NSHE shall not receive any compensation, in any manner or form, nor have any vested interest, directly or indirectly, of any kind or nature inconsistent with loyal service to the public. A violation of any of the above shall be just cause for rejection of that particular Proposal without further consideration.

7. DEFAULT OF CONTRACT

In case of default of the contractor, the UNLV may procure the articles or services from the other sources and hold the contractor responsible for any excess cost occasioned thereby; provided, that, if public necessity requires, the use of materials or supplies not conforming to the specifications they may be accepted and payment therefore shall be made at the proper reduction in price.

8. DISQUALIFICATION OF PROPOSERS

Proposers may be disqualified and rejection of Proposals may be recommended by the Purchasing Department for any of (but not limited to) the following causes:

- a) Failure to use the forms furnished by the UNLV.
- b) Lack of signature by an authorized representative on the response form.
- c) Failure to properly complete the response.
- d) Evidence of collusion among Proposers.
- e) Unauthorized alteration of forms.
- f) Failure to submit requested documents.

- g) Failure to furnish proof of receipt of any addendum pertaining to that particular project.
- h) Any Proposer who has defaulted on prior contracts or is guilty of misrepresentation by any member of that particular firm.
- i) For failure to meet applicable criteria required by NRS Chapter 338.
- j) UNLV reserves the right to waive any minor informality or irregularity.

10. INSPECTION AND ACCEPTANCE

Inspection and acceptance will be made at destination.

11. PAYMENT TERMS

- a) Payments shall be made within thirty days of acceptance of the related invoice, unless otherwise stated. Should the acceptance of such invoices be in doubt, the successful Proposer shall not be due any interest or penalty on any unpaid amounts. Interest on outstanding amounts may be payable only as required by Nevada Revised Statutes Chapter 338.
- b) Ninety-five percent (95%) of the amount of any progress payment must be paid and five percent (5%) withheld as retainage until 50 percent of the work required by the Contract has been performed. After 50 percent of the work required by the Contract has been performed, Owner may pay to the Contractor in accordance with the requirements of NRS 338.515: (i) any of the remaining progress payments without withholding additional retainage; and (ii) any amount of any retainage that was withheld from progress payments pursuant to this paragraph, if in the opinion of Owner, satisfactory progress is being made in work. Further retention shall comply with the requirements of NRS Chapter 338.

12. PROTESTS

Any person who bids on the Contract who is allegedly aggrieved in connection with the solicitation or award of a contract may protest. The protest must be submitted in writing to the Director of Purchasing, within five (5) business days after such aggrieved person knows or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Director of Purchasing will promptly issue a decision in writing to the Protester. If the Protester wishes to appeal the decision rendered by the Director of Purchasing, such appeal must be made in writing to the Senior Vice President for Finance & Business, UNLV within five (5) business days of receiving the decision from the Director of Purchasing. The decision of the Senior Vice President for Finance & Business will be final. The Senior Vice President for Finance & Business need not consider protests unless this procedure is followed.

To be considered, all Protests must identify the following:

- a) The name, address, and telephone number of the protester,
- b) The signature of the protester,
- c) The solicitation title and number being protested,

- d) A detailed statement setting forth the specific reasons the Protester believes the applicable provisions of the law were violated. (copies of relevant documents should be included), and
- e) The form of relief requested.

13. SMALL AND LOCAL BUSINESS CONCERNS REPORTING REQUIREMENTS

- a) The Nevada System of Higher Education supports equal opportunity for minority owned, women-owned, and other small disadvantaged business concerns (*MWDBE*) to compete for contracts awarded by NSHE. NSHE also supports efforts to encourage local businesses to compete for NSHE contracts. In some situations, MWDBE and local business concerns may not have the depth or full capability to meet all the requirements of large contracts. Nevertheless, NSHE supports finding opportunities for such MWDBE and local business concerns to participate as subcontractors or Tier 2 suppliers in large contracts.
- b) For purchase of goods or services that exceed \$1,000,000 the successful bidder(s) must provide annual reports listing expenditures with MWDBE business concerns and local subcontractors. These annual reports pertain only to expenditures that are directly attributable to the NSHE prime contract. The annual report should contain the following information:
 - 1) The name, address, phone number, and type of each local, women-owned, minority and/or disadvantaged subcontractor (Tier 2 supplier or local subcontractor). If a business concern meets more than one definition (e.g. local and women-owned, or minority and women owned), that should be identified;
 - 2) A description of the goods or services purchased; and
 - 3) The amount of expenditures with the subcontractor attributed to the prime contract for the 12 month period.
- c) Definition of Local Subcontractor. "Local subcontractor" is intended to mean a business concern that is a) owned 51% or more by Nevada residents, b) is headquartered in Nevada, or c) a majority of employees of the business are Nevada residents.
- d) Definition of Disadvantaged Business Enterprise (DBE). "Disadvantaged Business Enterprise" is intended to mean a business concern owned by a minority or woman that is at least fifty-one percent (51%) unconditionally owned by one or more minority or women individuals who are both socially and economically disadvantaged, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals. Individuals who certify that they are a member of named groups, i.e. African Americans, Hispanic Americans, American Indians and Alaska Natives (Eskimos and Aleuts) and Asian and Pacific Island Americans are to be considered socially and economically disadvantaged.
- e) Definition of Minority Business Enterprise (MBE). "Minority Business Enterprise" is intended to mean a business concern owned by one or more minority individuals that is at least fifty-one percent (51%) unconditionally owned by one or more minority

individuals, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals. Individuals who certify that they are a member of named groups, i.e. African Americans, Hispanic Americans, American Indians and Alaska Natives (Eskimos and Aleuts) and Asian and Pacific Island Americans are to be considered socially and economically disadvantaged.

- f) Definition of Women-Owned Business Enterprise (WBE). "Women-Owned Business Enterprise" is intended to mean a business concern owned by one or more women that is at least fifty-one percent (51%) unconditionally owned by one or more women, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals.
- g) Definition of Veteran/Disabled Veteran Business Enterprise (VDBE). "Veteran/Disabled Veteran Business Enterprise" is intended to mean a business concern which performs a commercially useful function and is at least 51% owned and controlled by one or more veterans/disabled veterans who have served in the active military and discharged under conditions other than dishonorable.
- h) Definition of Small Business Enterprise (SBE). "Small Business Enterprise" is intended to mean a business concern which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, veterans, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.
- i) All Proposers, by signing this RFP Response Form, certify that they are an Equal Opportunity/Affirmative Action Employer, unless otherwise stated.

14. **SUSTAINABILITY**

- a) A key focus of UNLV is to minimize the impact the procurement of goods and services has on the local environment. UNLV is committed to sustainable economic, social, and environmental practices in all operations which UNLV is involved. It is important that Proposers share this commitment as well. Therefore, sustainable goods and services should be offered whenever available and specifically when required in the Proposal documents.
- b) UNLV may request the successful Proposer to provide reports related to sustainability on all goods and services provided under this Proposal. Reports may include, but are not limited to: sustainable attributes of each product or service, the dollar and percentage amount spent on sustainable or environmentally preferred products and services, and the total amount spent by UNLV.
- c) All electronic equipment the UNLV purchases must be Energy Star rated (or, if there is no Energy Star rating for the desired equipment, energy efficient models or substitutes are preferred). The requirement to purchase Energy Star rated equipment will improve the University's energy and financial performance while distinguishing our institution as an environmental leader.

15. TAXES, LICENSES AND PERMITS

- a) It is the Proposers' responsibility for securing all required licenses, permits and insurance necessary for the proper execution and completion of the work involved. Contractor shall pay all taxes, levies, duties and assessments of every nature, which may be applicable to any Work under the Construction Contract. The Contract Sum and any agreed variations thereof shall include all taxes imposed by law. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds Owner harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.
- b) Companies conducting business for profit in Nevada are required to have a current Nevada business license pursuant to NRS 76.100 (1) unless the entity is either a) a non-profit corporation or b) meets the requirements for an exemption and has filed the appropriate notice of exemption with the Nevada Secretary of State. The bidder certifies that it has a current Nevada business license or it is exempt and agrees to provide immediate notice to UNLV's Purchasing department in the event the license is no longer valid.
- c) At the time of submitting the Proposal, the Proposer must have a current State of Nevada Contractor's license relevant to the work. For subcontracted work, the subcontractor must have the applicable specialty license.

16. Pursuant to NRS, any contract for construction work for which the estimated cost exceeds \$250,000 shall be subject to the provisions of NRS, including but not limited to payment of prevailing wages, regardless of whether the construction work qualifies as a "public work" as defined by NRS.

- a) In accordance with NRS, Contractor agrees that the Project is subject to the prevailing wage requirements under Nevada Law. Contractor agrees to comply with the Prevailing Wage Act and all other provisions of NRS that are applicable to the Project. Contractor shall obtain a State of Nevada Public Works Number as required by the State Labor Commissioner. Contractor shall use the State Labor Commissioner's prevailing rate of per diem wages established for the Nevada System of Higher Education which is 90% of the rate for the locality in which the improvements are to be constructed for each craft or type of workman needed to construct the improvement. Subject to the provisions of applicable law, Contractor agrees not to pay less than the specified prevailing rate of wages to the contractor and its employees selected to construct the improvements. Contractor will include the substance of the prevailing wages requirement of this Section as contractual language in all contracts and lower tier subcontracts. In addition, all solicitations and contracts shall contain the applicable prevailing wage rates. Contractor will monitor compliance to the payment of prevailing wages pursuant to Nevada Administrative Code §338. Contractor shall keep accurate records showing the name, occupation; actual per diem wages paid to each employee used in connection with construction of the improvements and other information as required by 338, 070. Such records shall be open to inspection and reproduction by the Owner during normal business hours. Contractor will send one (1) copy of each wage report to UNLV's Project Coordinator no later than 15 days after the end of each calendar month. This Section 6 shall be deemed to incorporate any future modifications to the NRS or NAC with respect prevailing wage requirements that are applicable to the Nevada System of Higher Education. The Public Works Number for this Project is PWP# **CL-2017-38**.

Prevailing Wages Rates for Clark County must be used. See PWP Website at www.laborcommissioner.com. Click on Public Works/Prevailing Wages by County, and then click on Clark to view or print the Prevailing Wage rates for this project. 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.

- b) Contractor shall forfeit as a penalty to the Owner, amounts specified in NRS 338.060, for each calendar day or portion thereof that each worker 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.
- c) Contractor shall forfeit as a penalty to the Owner, amounts specified in NRS 338.060, for each calendar day or portion thereof for each worker employed on the Owner's project for which the Contractor or Subcontractor willfully included inaccurate or incomplete information in the monthly record required to be submitted to the public body pursuant to subsection 6 of NRS 338.070.
- d) Contractor shall forfeit as a penalty to the Owner, amounts specified in NRS 338.060, for each calendar day or portion thereof that each worker employed on the Owner's project is not reported to the public body awarding the contract by the contractor or any subcontractor engaged on the public work as required pursuant to subsection 6 of NRS 338.070.
- e) Contractor shall comply with the requirements of NRS 338.20 and post in a generally visible place to the workers, the Nevada Prevailing Wage Rates and all addenda established for the Nevada System of Higher Education which is 90% of the prevailing wage rate for the locality in which the improvements are to be constructed.

17. **EQUAL EMPLOYMENT OPPORTUNITY**

UNLV is an Equal Opportunity/Affirmative Action educator and employer committed to achieving excellence through diversity. All qualified applicants will receive consideration for employment without regard to, among other things, race, color, religion, sex, age, creed, national origin, ethnicity, religion, gender, marital status, pregnancy, political affiliation, veteran status, physical or mental disability, sexual orientation, genetic information, gender identity, gender expression, or any other factor protected by anti-discrimination laws. UNLV employs only United States citizens and individuals lawfully authorized to work in the United States. Women, under-represented groups, individuals with disabilities, and veterans are encouraged to apply.

In connection with the performance of work under Contract Documents, the Contractor agrees not to discriminate against any employee or applicant because of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, or age, including, without limitation, with regard to 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, without limitation, apprenticeship.

The Contractor further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

SECTION D SCOPE OF WORK/SPECIFICATIONS

UNLV seeks an experienced and qualified Nevada-licensed general contractor to serve as the Construction Manager at Risk (“CMAR”) to provide the following services for the new UNLV School of Medicine (SOM) Medical Education Building (MEB) project: Pre-Construction Phase(s) and, if the proposed GMP(s) is(are) accepted, to proceed with the Construction Phase(s) - (collectively, the “Project”). The Project shall comply with the requirements of OSHA, all applicable federal, state and county statutes, regulations, and codes.

Medical Education Building:

The new UNLV SOM MEB will be a stand-alone multi-story facility that may include classroom space (including a computer lab), auditorium, virtual anatomy lab, library, student lounge, student fitness center, café, student organization offices, and faculty/staff offices. These spaces are subject to change. The designated site for the new UNLV SOM MEB is located near the Shadow Lane Campus in the City of Las Vegas’ Medical District. The new UNLV SOM MEB is anticipated to be approximately 185,000 – 200,000 gross S.F. The Project may involve additional phases to include limited construction or other improvements to repurpose the UNLV SOM interim space at Shadow Lane Building B, the former SNHD site, and/or other SOM sites for space program coordinated items for potential long-term use by the SOM, including academic, administration, or other related program needs. UNLV is not required to award to CMAR all contemplated/suggested additional phases of the Project.

The budget range for the Scope of Work of the Project is \$80,000,000.00 – 100,000,000.00 based on funding being sought for this Project. The estimated funding amount is subject to change, based on the determined scope, schedule and actual funding received for the project. Pre-Construction work will be performed on a fixed price basis (see Pricing Response form Attachment 3). The cost of the construction work will be based on a Guaranteed Maximum Price (GMP) as described in the Contract Documents. UNLV will request GMP’s per the Pre-Construction Contract, and UNLV may request phased GMP’s as the construction work may be phased.

The architectural firm of Tate Snyder Kimsey in association with CO Architects (collectively the “Architect’s Team”) has been selected to provide the design, drawings/design documents and specifications on this Project. The Architect’s Team and the UNLV SOM Team will develop the building program by reviewing and incorporating the stakeholder’s vision and overall UNLV facility standards. The CMAR will review the final program, proposed design approach, construction/project schedule and cost. The CMAR should advise whether the cost is within the budget and provide input should the cost exceed the anticipated budget. The CMAR will also provide options for cost savings and efficiencies that are consistent with the facility program, function, quality and vision. The CMAR will assist with the design of the new UNLV MEB that includes a cost estimate at mid-point of Design Development and at the end of Construction Documents, as well as providing a schedule and constructability.

Interim Medical School Space

For general information on the plans for the interim space that is currently being renovated for the Medical School to occupy at UNLV's Shadow Lane Campus Building B (Exhibit D) and leased space on the 3rd, 4th and 5th floors of UMC's 2040 Charleston (Exhibit E) have been included. These plans illustrate the type of spaces that will be in the new Medical Education Building (MEB), but not the size and quantity of such spaces in the new building. A small office suite, large multi-function space and shared Simulation Rooms that the Medical School uses in the SLC-B have not been included.

Pre-Construction Phase

The duties of the CMAR are specified in the Contract Documents and include: 1) pre-construction services such as, the development of schedules, preparation of construction cost models/estimates, packaging of early trade bid packages, field verification of all conditions, etc., to manage the project cost and schedule; 2) review of design, costs, schedules and other aspects, as applicable, with UNLV; and 3) CMAR shall perform all responsibilities required by NRS Chapter 338 and NAC Chapter 338, including but not limited to NRS 338.16985. Further, it is the responsibility of the CMAR to make reasonable improvements as necessary to the construction schedule proposed in the Construction Documents by further recommending the design/construction phasing that reduces the proposed duration of construction. Among the items that should receive consideration in achieving these objects are: identification of long lead items, further development of the phased construction strategy, initiation of preliminary discussions with the approving agencies during design phase to expedite their reviews, and proactive interaction with subcontractors to establish their commitment to the project's budget and schedule objectives.

Preconstruction Schedule: November 2016 – May 2018

Commencement Date: May 2018

Completion Date: May 2020

These schedule assumptions are subject to change.

Construction Phase (Applicable if the GMP is accepted)

The CMAR, in addition to serving as adviser to the owner, assumes financial responsibility for construction of the project. The CMAR provides the owner with a guaranteed maximum price proposal, which the owner may accept, reject, or negotiate. Upon the owner's acceptance of the GMP, the CMAR becomes contractually bound to provide labor and materials for the project and to complete construction at or below the GMP. Contractor shall advertise and select, in accordance with the applicable provisions of NRS Chapter 338 and NAC Chapter 338, the subcontractors required to complete the construction of the Project. CMAR acknowledges all of the requirements of NRS §338.16991 and NRS §338.1695. During the Construction Phase, the CMAR is expected to perform and manage subcontractor work to maintain the GMP and schedule and other services not mentioned that are consistent with the Construction Contract and requirements of the facility construction. Detailed contractor's responsibilities will be stipulated in the Construction Contract and may include field investigation work.

During the construction schedule development process, it is the responsibility of the CMAR to make reasonable improvements as necessary to the proposed construction schedule by further recommending the design/construction phasing that reduces the proposed duration of construction.

Construction Schedule: May 2018 – May 2020
Commencement Date: May 2018
Completion Date: May 2020

These schedule assumptions are subject to change.

General

During the Preconstruction and, if applicable, the Construction Phase of the project, the Project Executive, and Project Manager shall be available to meet with the Owner on a bi-weekly basis (as needed) during pre-construction and weekly basis during construction. The CMAR selected from this solicitation must have a local Nevada staffed office, during construction, where the Project Executive, Project Manager, Superintendent and Safety Director must be located as their primary office until the project has been completed.

EXHIBIT A
SAMPLE INSURANCE

CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)																																													
<p>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.</p> <p>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).</p>																																															
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ACORD 25 (2014/01)

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Exhibit B-1
Pre-Construction Contract



CONTRACT FOR CONSTRUCTION MANAGER AT RISK (CMAR) PRECONSTRUCTION SERVICES FOR THE UNIVERSITY OF NEVADA, LAS VEGAS

This Contract ##### ("Contract") is made effective as of the date last signed below by any authorized signatory (the "Effective Date") by and between the Board of Regents of the Nevada System of Higher Education ("NSHE"), on behalf of the University of Nevada, Las Vegas ("UNLV") and (INSERT NAME OF FIRM), a [INSERT STATE AND MANNER OF ORGANIZATION, E.G. CORPORATION, LIMITED LIABILITY COMPANY AND ANY DBA- THE NAME HERE MUST MATCH THE SIGNATURE BLOCK], (INSERT EIN) ("Contractor"), and is based on the following facts:

RECITALS

On _____, _____, UNLV issued its Request for Proposal No. _____ (the "RFP") seeking proposals from qualified contractors to provide Contractor at Risk ("CMAR") services in connection with the _____ (the "Project").

On _____, 20____, Contractor submitted a proposal ("Proposal") in response to the RFP.

On _____, 20____, Contractor submitted a fee proposal ("Fee Proposal") in response to the RFP.

On _____, 20____, UNLV selected Contractor to proceed with CMAR Preconstruction Services (defined below) for the Project pursuant to the criteria set forth in the RFP.

Based on the foregoing Recitals, and for other valuable consideration, the parties agree as follows:

AGREEMENT

**ARTICLE I
TERM**

A. INITIAL TERM

The Contract shall commence as of the Effective Date and remain in effect for (INSERT # OF YEARS) years, unless otherwise terminated in accordance with this Contract ("Initial Term" or "Term").

B. CONTRACT EXTENSION

Without renewing the Term of this Contract, UNLV shall have the right to extend this Contract for up to ninety (90) calendar days from its expiration date of the then applicable Term for any reason. Should UNLV exercise its right to extend this Contract for ninety (90) days beyond the expiration of this Contract, Contractor shall be entitled to receive consideration as provided for in this Contract, pro-rated for the period for which UNLV requests additional services.

ARTICLE II SCOPE OF CONTRACT

Contractor shall provide the preconstruction services as further described below, in Exhibit A and in the RFP, along with those set forth in the Contractor's Proposal to the extent not rejected by UNLV, (the "**Services**" or "**Preconstruction Services**"), which shall include any applicable Deliverable(s) and all materials, labor, equipment, tools and services to complete the scope of work contemplated herein, including preparation of the proposed GMP. Preconstruction Services shall be completed on or before [REDACTED] days following issuance of the Purchase Order and Notice to Proceed.

This Contract, together with all attachments, addenda, and exhibits, the RFP, and the Proposal (including all modifications, but not including any legal terms), constitutes the entire agreement between the parties and supersedes all previous agreements, whether written or oral between the parties with respect to the subject matter hereof, whether express or implied and shall bind the parties unless the same be in writing and signed by the parties. The parties further understand and agree that the other party and its agents have made no representations or promises with respect to this Contract, except as in this Contract expressly set forth. In the event of conflict among any of the terms and conditions set forth in any of the preceding documents, the terms and conditions of such documents shall govern in the following order of precedence: (1) this Contract, (2) the RFP, (3) the Proposal (including all modifications, but not including any legal terms and conditions. Contractor agrees to be bound by any warranties and representations made by Contractor in the Proposal and shall notify UNLV immediately if there are any material changes to the warranties and representations set forth by Contractor in its Proposal, as applicable. This Contract incorporates the following documents by reference: the RFP, the proposal, and the Fee Proposal.

The Contractor assumes overall responsibility for ensuring that the preconstruction services are completed in a satisfactory manner.

Contractor's Preconstruction Services include, but are not limited to, the following:

General Obligations

Contractor shall comply with the duties and powers of CMAR in accordance with Nevada Revised Statutes ("**NRS**") Chapter 338 and Nevada Administrative Code ("**NAC**") Chapter 338, including NRS §338.16985.

Contractor shall make all submissions required by NRS Chapter 338 and NAC Chapter 338.

Contractor shall organize and manage regularly scheduled meetings to apprise UNLV and its architect of the progress of the Project and to discuss any issues with constructability, construction cost, scheduling or any other related matter.

Contractor shall provide UNLV with Contractor's proposed site use, including construction staging, operations and parking that affects the site/adjacent sites or UNLV's use of the site/adjacent site in any way.

Contractor shall develop proposed schedules and prepare construction cost models/estimates. Schedules and cost estimates shall be updated as the Project design is further developed (at a minimum upon completion of the schematic design, design development and 50% of the construction documents). All preliminary cost estimates shall reflect local market and relevant cost data and projections for all project elements and cost backup for major project and systems elements. The cost estimate shall have a direct link to and basis in local market costs and local market expertise and provision for labor, materials and other construction elements. All preliminary cost estimates shall also, based on the project scope intent, include allowance for all items to deliver the project scope intent, with allowances provided in the cost estimate to deliver a fully functional, constructible and code compliant facility. All cost estimates shall include amounts required to comply with the prevailing wage requirements. Cost estimates shall be in the Construction Specifications Institute (CSI) 16 Division format, with sufficient backup detail. Contractor shall make recommendations with respect to constructability and value engineering at each phase of the design including upon completion of 100% of the construction documents.

Contractor shall make recommendations with respect to constructability and value engineering at each phase of the design including upon completion of 100% of the construction documents.

Contractor shall cooperate with UNLV in providing the Services and will be available to UNLV for consultation.

Key Personnel

The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during all performance of all of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. The Contractor shall further employ a project manager who shall represent the Contractor in the overall planning, execution and closing of the project including but not limited to observing all constraints related to the cost, timing and scope of the project. The Contractor shall also designate a project executive who will serve as an Executive Contractor representative for the project and a safety director who will be a primary contact for the Owner regarding project safety.

The Contractor, as soon as practicable, shall furnish in writing to UNLV the names and qualifications of the proposed project executive, safety director, superintendent and project manager. UNLV or its architect has reasonable objection to the proposed superintendent, project executive, safety director and/or project manager, or (2) that UNLV or its architect requires additional time to review. Failure of UNLV or its architect to reply within the 14 day period shall constitute notice of no reasonable objection.

The Contractor shall not employ a project executive, safety director, superintendent or project manager to whom UNLV or its architect has made reasonable and timely objection. The Contractor shall not change the project executive, safety director, superintendent or project manager without UNLV's consent, which shall not unreasonably be withheld or delayed. The parties recognize that in the event Contractor changes the project executive, safety director, superintendent and/or project manager without the consent of UNLV, UNLV may incur

additional expenses and delay that will be difficult or impossible to quantify. Accordingly, in such an event, Contractor will pay to UNLV as liquidated damages the amounts indicated below. UNLV also reserves the right to withhold reasonable payment from the Contractor in the instance of a change in these Contractor's staff without UNLV consent. In the event of an unforeseen instance, generally termination, resignation, death or serious illness precluding the ability to carry out duties, requiring a change in Contractor's representatives, the Contractor shall contact UNLV immediately to determine any adjustments in the Contractor's representatives. The Contractor's Representative for all Preconstruction Services is:

[INSERT NAME, ADDRESS AND OTHER INFORMATION.]

Project Executive:
Project Manager:
Superintendent:
Safety Director:
Preconstruction Director:

Liquidated damages the sum of TBD thousand dollars (\$_____,000) for changes to Contractor's Authorized Representatives. Owner and Contractor agree and acknowledge that (i) Owner's actual damages for as a result of Contractor's unauthorized changes to Contractor's Representatives would be substantial but extremely difficult to ascertain and (ii) such sum represents a fair and reasonable estimate of the costs Owner will incur as a result of as a result of Contractor's unauthorized changes to Contractor's Representatives.

For all Preconstruction services and phases of services, Contractor shall comply with all project planning, design, sustainability, operations and procedures standards of UNLV, and will not deviate from the standards unless agreed upon in writing by the Executive Director of Planning and Construction.

Preparation of GMP Proposal

The Parties acknowledge and agree that in accordance with the NRS a separate contract with a Guaranteed Maximum Price (**GMP**) will be required for performance of the construction services (the "**Construction Contract**"). Notwithstanding the foregoing, UNLV is not obligated to enter into a Construction Contract with Contractor.

Once the design for the Project is sufficiently complete to determine cost, Contractor shall prepare and submit a proposed GMP that includes the total cost of work plus the CMAR fee. The proposed GMP shall include all allowable costs of all work required to complete the construction of the Project in accordance with the designs and specifications. Contractor shall include in the GMP proposal the preparation and submittal, for Owner's approval, the schedule for completion of the design and CPM construction schedule for the Work, including the date for Substantial and Final Completion of the Work. The GMP shall include the Contractor's and all Subcontractor's cost of the work to accomplish the scope, systems, kinds and quality of materials, finishes or equipment and other items defined in the drawings and Specifications, but that may not be fully technically represented in terms of final drawings and specifications, to deliver a fully functional, constructible and code compliant facility. The GMP shall include a statement of the estimated cost organized by trade categories, allowances, contingency, and other items and the Fee that comprise the Guaranteed Maximum Price, in a 16 Division Construction Specifications Institute (CSI) format. Attached to this statement must be a proposed Schedule of Values.

Prior to execution of the Construction Contract, Contractor shall submit a list (substantially in the form of Exhibit B) of all first tier Subcontractors who will provide labor or a portion of the Work to the Contractor for which such Subcontractor will be paid an amount equal to 1% or more of the GMP or \$50,000.00, whichever is greater. Such list shall set forth the name of the Subcontractor, a description of the portion of Work to be performed, the number of the license issued by the Nevada State Contractor's Board to the Subcontractor. The Contractor shall also list any portion of the work which is 1% or more of the GMP or \$50,000.00, whichever is greater, that the contractor intends to self-perform.

Concurrent with the Proposed GMP submittal, Contractor shall submit a list (substantially in the form of Exhibit C) of all classes of mechanics and workers setting forth the hourly and daily wage rates. The rate for each class shall not be less than the NSHE prevailing wage rate for such class. Such list shall be incorporated into any finally negotiated Construction Contract in accordance with the requirements of NRS §338.020.

Subcontractors

Contractor may enter into a contract with a subcontractor to perform Preconstruction Services permitted by NRS §338.16935 in accordance with the requirements thereof.

As part of the Preconstruction Services, Contractor shall advertise and select, in accordance with the applicable provisions of NRS Chapter 338 and NAC Chapter 338, the subcontractors required to complete the construction of the Project. CMAR acknowledges all of the requirements of NRS §338.16991 and NRS §338.1695 as well as the requirements of the NAC.

Contractor shall advise UNLV of all all pre-bid, bid and solicitations planning, terms, conditions, contract forms, schedules and other items for Owner review and comment on these items to ensure (1) determination of qualifications is made subject to the provisions of NRS §338.16991 and (2) evaluation of proposals and selection of subcontractors are done pursuant to the provisions of NRS §338.16995 and the regulations adopted by the State Public Works Board. Contractor shall confer with UNLV to establish potential bidder lists to be included in the advertised solicitation.

All bids shall be received by the Contractor in sealed envelopes and shall be opened privately with the Owner and Architect present.

Contractor shall ensure that all proposed subcontractors are properly qualified to perform their portion of work.

If the Owner objects to a subcontractor to the selection of a Subcontractor in writing, the Contractor shall change the Subcontractor provided that the Owner pays for any increase in cost resulting from the change.

Prior to receiving or accepting any payment, each Subcontractor must have a valid Nevada business license, pursuant to NRS 338.072.

Contractor shall comply with all of the provisions of NRS §§338.020-338.090, inclusive.

Within ten (10) days of opening the subcontractor proposals, Contractor shall provide UNLV with a list of the selected Subcontractors. 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 §338.16995.

Additional Scope

UNLV may, at its sole option, develop additional job-specific scopes of work ("**Scopes of Work**" or "**SOW**"). In the event that UNLV elects to request additional services from Contractor, additional scope, schedule, and compensation based on the hourly rates set forth in Exhibit C will be negotiated with Contractor. Nothing in this Contract shall be construed as guaranteeing Contractor that any additional Scopes of Work will be actually requested.

ARTICLE III CONSIDERATION

The amount to be paid to Contractor for work performed under this Contract shall not exceed [X], inclusive of all Contractor prices are inclusive of expenses. Attached as Exhibit D is a list of the personnel by class/title who will perform the Services, the anticipated hours of involvement, and the billable hourly rate.

The amounts shown above are fixed and shall not be exceeded unless mutually agreed upon through a change order and revision of the purchase order.

All payments shall be made within thirty (30) days of acceptance of the related invoice. Should the acceptance of such invoices be in doubt, Contractor shall not be due any interest or penalty on any unpaid amounts.

Pursuant to NRS, any contract for construction work for which the estimated cost exceeds \$250,000 shall be subject to the provisions of NRS, including but not limited to payment of prevailing wages, regardless of whether the construction work qualifies as a "public work" as defined by NRS.

1. In accordance with NRS, Contractor agrees that the Project is subject to the prevailing wage requirements under Nevada Law. Contractor agrees to comply with the Prevailing Wage Act and all other provisions of NRS that are applicable to the Project. Contractor shall obtain a State of Nevada Public Works Number as required by the State Labor Commissioner. Contractor shall use the State Labor Commissioner's prevailing rate of per diem wages established for the Nevada System of Higher Education which is 90% of the rate for the locality in which the improvements are to be constructed for each craft or type of workman needed to construct the improvement. Subject to the provisions of applicable law, Contractor agrees not to pay less than the specified prevailing rate of wages to the contractor and its employees selected to construct the improvements. Contractor will include the substance of the prevailing wages requirement of this Section as contractual language in all contracts and lower tier subcontracts. In addition, all solicitations and contracts shall contain the applicable prevailing wage rates. Contractor will monitor compliance to the payment of prevailing wages pursuant to Nevada Administrative Code §338. Contractor shall keep accurate records showing the name, occupation and actual per diem wages paid to each employee used in connection with construction of the improvements. Such records shall be open to inspection and reproduction by the Owner during normal business hours. Contractor will send one (1)

copy of each wage report to Owner's Project Manager. This provision shall be deemed to incorporate any future modifications to the NRS or NAC with respect prevailing age requirements that are applicable to the Nevada System of Higher Education.

2. Contractor shall forfeit as a penalty to the Owner, amounts specified in NRS 338.060, for each calendar day or portion thereof that each worker 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.

3. Contractor shall forfeit as a penalty to the Owner, amounts specified in NRS 338.060, for each calendar day or portion thereof for each worker employed on the Owner's project for which the Contractor or Subcontractor willfully included inaccurate or incomplete information in the monthly record required to be submitted to the public body pursuant to subsection 6 of NRS 338.070.

4. Contractor shall forfeit as a penalty to the Owner, amounts specified in NRS 338.060, for each calendar day or portion thereof that each worker employed on the Owner's project is not reported to the public body awarding the contract by the contractor or any subcontractor engaged on the public work as required pursuant to subsection 6 of NRS 338.070.

5. Contractor shall comply with the requirements of NRS 338.20 and post in a generally visible place to the workers, the Nevada Prevailing Wage Rates and all addenda established for the Nevada System of Higher Education which is 90% of the prevailing wage rate for the locality in which the improvements are to be constructed.

ARTICLE IV DEFAULT

A. DEFAULT BY CONTRACTOR

UNLV shall provide Contractor written notice of any material breach of this Contract. Should Contractor fail to cure such material breach within ten (10) business days following receipt of written notice, UNLV shall have the right at its sole discretion, in addition to all other applicable remedies at law or in equity, to terminate further performance of this Contract. On the effective date of the termination, Contractor shall terminate all work and take all reasonable actions to mitigate expenses, and Contractor shall immediately refund UNLV a pro-rata amount of any advance or prepaid unearned monies. In case of default by Contractor, the UNLV reserves the right to hold Contractor responsible for any actual or incidental damages.

B. DEFAULT BY UNLV

Contractor shall provide UNLV written notice of any material breach of this Contract. Should UNLV fail to cure such material breach within ten (10) business days following receipt of written notice, Contractor shall have the right, in addition to all other applicable remedies at law or in equity, to terminate further performance of this Contract. Notwithstanding the foregoing, on the date of termination for a material breach by UNLV, Contractor shall terminate all work and take all reasonable actions to mitigate expenses. Notwithstanding anything to the contrary herein and regardless of choice of law, UNLV hereby asserts and shall be entitled to claim sovereign immunity and be entitled to all applicable liability limits and statutory protections, including, but not limited to those set forth in NRS Chapter 41.

ARTICLE V INSURANCE, LIABILITY & INDEMNIFICATION

A. INSURANCE

Contractor shall be fully responsible for and shall indemnify UNLV for any acts or omissions of any contractors, subcontractors, design builders, subdesign builders, architects, subarchitects, engineers, consultants, subconsultants, service providers, and vendors engaged by Contractor to perform any of the Services (collectively, "**Subcontractor(s)**"). Contractor (which for the purposes of this Article shall include Subcontractor(s)) is required, at its sole expense, to procure, maintain, and keep in force for the duration of this Contract, work, Services or event, the following insurance coverage conforming to the minimum requirements specified below and those in Exhibit E unless a change is specifically agreed to in writing by UNLV. The required insurance shall be in effect on or prior to the commencement of the Contract, work, Services or event by Contractor and shall continue in force as appropriate until the latter of:

- Final acceptance, or
- Such time as the insurance is no longer required under the terms of this Contract.

1) Commercial General Liability –

- Must be on a per occurrence basis.
- Shall be at least as broad as Insurance Services Office ("**ISO**") form CG 00 01 10 01 and shall cover liability arising from premises, operations, independent contractors, Subcontractors, completed operations, personal injury, products, and liability assumed under this Contract.
- Limits of Liability: \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

Professional Liability coverage of not less than \$1,000,000 per occurrence and \$2,000,000 in annual aggregate.

2) Automobile Liability – For Services not exceeding \$1,000,000 the minimum limit of liability required is a Combined Single Limit ("**CSL**") of \$500,000 per occurrence. For Services exceeding \$1,000,000 the minimum limit of liability required is a CSL of \$1,000,000 per occurrence. Coverage shall include owned, non-owned, and hired vehicles and be written on ISO form CA 00 01 10 01 or a substitute providing equal or broader liability coverage.

3) Workers' Compensation - Employers Liability Limits shall be at least \$100,000 per occurrence and for occupational disease. Workers' Compensation is required by law for anyone with employees. Sole proprietors and corporate officers can waive coverage with mandatory affidavit available from UNLV. If providing services, Contractor shall provide proof of Workers' Compensation insurance as required by NRS 616B.627 or proof that compliance with the provisions of Nevada Revised Statutes, Chapter 616A-D and all other related chapters, is not required.

4) Other requirements as set forth in Exhibit E.

- 5) Subrogation must be waived against "The Board of Regents of the Nevada System of Higher Education."
- 6) "The Board of Regents of the Nevada System of Higher Education" must be named as an Additional Named Insured on all primary and excess / umbrella liability policies (excluding professional liability) affording the broadest possible coverage. Endorsements shall be submitted to allow blanket addition as required by the Contract or individualized endorsement naming NSHE/UNLV as an additional insured.
- 7) Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention and shall not exceed \$5,000 per occurrence unless otherwise specifically agreed to in writing by UNLV. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention.
- 8) Policy Cancellation / Change in Policies and Conditions Notifications

Contractor shall:
 - Have each of its insurance policies endorsed to provide ten (10) days' notice for non-payment of premium;
 - Specify that the policies cannot be canceled, non-renewed, coverage and / or limits reduced or coverage materially altered that can affect UNLV without sixty (60) days' prior written notice to UNLV and the notices required by this paragraph shall be sent by certified mail to UNLV;
 - Send to UNLV a facsimile copy of the policy cancellation and / or change of policy and conditions notice in this paragraph to UNLV within three (3) business days upon its receipt;
 - Provide UNLV with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance until such time as the insurance is no longer required by UNLV; and
 - Immediately notify UNLV in writing and immediately replace such insurance or bond with insurance or bond meeting this Contract's requirements if at any time during the period when insurance is required by this Contract, an insurer or surety fails to comply with the requirements of this Contract.
- 8) Ensure the Primary Policy complies as follows–
 - Contractor and parties contracting directly with UNLV must have its policy endorsed to reflect that its insurance coverage is primary over any other applicable insurance coverage available.
 - Any Contractor's insurance or self-insurance available to UNLV shall be in excess of and non-contributing with any insurance required.
- 9) Ensure the Loss Policy complies as follows– "The Board of Regents of the Nevada System of Higher Education" shall be named as loss payee as respects its interest in any property that Contractor has an obligation to insure on behalf of UNLV.
- 10) Ensure that its insurance policies be -

1. Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus line insurers acceptable to the State of Nevada and having agents in the State of Nevada upon whom service of process may be made; and
2. Currently rated A.M. Best as A - IX or better.

11) Provide Evidence of Insurance Requirements

Prior to the start of any work, Contractor must provide the following documents to UNLV:

- Certificate of Insurance: The ACORD 25 Certificate of Insurance form or a form substantially similar must show evidence the insurance policies and coverage required of Contractor;
- Additional Insured Endorsement: Original Additional Insured Endorsement(s) signed by an authorized insurance company representative(s);
- Waiver of Subrogation Endorsement;
- Endorsement reflecting Contractor insurance policies are primary over any other applicable insurance; and
- Loss Payee Endorsement.

B. OFFICIALS, OFFICERS, AGENTS, REGENTS AND EMPLOYEES OF NSHE/UNLV NOT PERSONALLY LIABLE

In no event shall any official, officer, regent, employee, or agent of NSHE/UNLV in any way be personally liable or responsible for any obligation contained in this Contract, whether expressed or implied, nor for any statement, representation or warranty made or in connection with this Contract.

C. INDEMNIFICATION; DISPUTE RESOLUTION

Contractor shall indemnify, defend and hold harmless NSHE/UNLV, its officers, regents, employees, and agents from and against any and all liabilities, claims, losses, demands, actions, causes of actions, fines, penalties, debts, lawsuits, judgments, costs and/or expenses, arising either directly or indirectly from any act or failure to act by Contractor or any of its officers, employees, agents, or Subcontractors, which may occur during or which may arise out of the performance of this Contract (collectively, "**Claim(s)**"). NSHE/UNLV will be entitled to employ separate counsel and to participate in the defense of any Claim at its sole discretion and expense. Contractor shall not settle any Claim or threat thereof without the prior written approval of NSHE/UNLV, whose consent shall not be unreasonably withheld, where the settlement would require payment of funds by NSHE/UNLV or admit or attribute to NSHE/UNLV any fault or misconduct.

Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to mediation as a condition precedent to initiation of judicial action. If a demand for mediation is made and the party receiving the demand fails to file for mediation within thirty (30) days, then both parties waive their rights to mediate. Any applicable statutes of limitation or repose, and any time limits imposed by this provision, shall be tolled from the time notice of any

claim is given, until 30 days after mediation is concluded or waived in writing. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

ARTICLE VI MISCELLANEOUS PROVISIONS

A. APPROPRIATIONS

The terms of this Contract are contingent upon sufficient appropriations and authorizations being made by UNLV for the performance of this Contract. If sufficient appropriations and authorizations are not made by UNLV, this Contract shall terminate, without penalty, upon thirty (30) calendar days' written notice being given by UNLV to Contractor, and Contractor shall immediately refund UNLV any pre-paid or advance unearned payments it made to Contractor.

B. ASSIGNS AND SUCCESSORS

Contractor shall not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of UNLV. Notwithstanding the foregoing, Contractor shall be fully responsible to UNLV and shall indemnify UNLV for any acts or omissions of any Subcontractors hired by Contractor, regardless of whether UNLV consented to the use of any such Subcontractors.

C. COMPLIANCE

Contractor warrants and agrees that it will at all times during the Term(s), comply with all applicable local, state and federal standards, codes, statutes and regulations, including, but not limited to, OSHA, EPA, ADA, HIPAA, and provide upon request, proof of compliance with the foregoing.

Each contractor, subcontractor and other person who provides labor, equipment, materials, supplies or services for the public work shall comply with the requirements of all applicable state and local laws, including, without limitation, any applicable licensing requirements and requirements for the payment of sales and use taxes on equipment, materials and supplies provided for the public work.

D. CONFIDENTIALITY

Contractor acknowledges and agrees that it is to keep all confidential information secure and is not to disseminate or use any materials and/or data that belongs to UNLV, whether originals or copies. Contractor acknowledges that UNLV would be materially harmed if such confidentiality is not maintained and any referenced material and/or data was disseminated in any form without UNLV's prior written approval.

E. DEBARMENT/SUSPENSION STATUS

By signing the Contract, Contractor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from any state agency or local public body. Contractor agrees to

provide immediate notice to UNLV in the event of being suspended, debarred or declared ineligible by any state or federal department or agency, or upon receipt of a notice of proposed debarment during the Term of this Contract.

F. EQUAL EMPLOYMENT OPPORTUNITY

1. UNLV is an Equal Opportunity/Affirmative Action educator and employer committed to achieving excellence through diversity. By signing this Contract, Contractor certifies that it and its Subcontractors do not discriminate against any employee or applicant for employment or person to whom it provides services because of race, sex, color, creed, ethnicity, religion, age, marital status, pregnancy, gender, gender identity, gender expression, genetic information, veteran's status, national origin, physical or mental disability, or any other factor protected by anti-discrimination laws, and that it complies with all applicable federal, state and local laws and executive orders regarding employment. In the event Contractor or its Subcontractors are found guilty by an appropriate authority to be in violation of any such federal, state, or local law, UNLV may declare Contractor in breach of this Contract and immediately terminate this Contract, and Contractor shall immediately refund UNLV any prepaid or advance unearned monies that UNLV paid to Contractor.

2. In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant because of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, or age, including, without limitation, with regard to 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, without limitation, apprenticeship.

The Contractor further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

G. GOVERNING LAW

The parties agree that the laws of the State of Nevada shall govern the validity, construction, interpretation, and effect of this Contract, excluding any laws or principals regarding the conflict or choice of laws. Any and all disputes arising out of or in connection with this Contract shall be litigated in a court of competent jurisdiction in Clark County, State of Nevada, and Contractor expressly consents to the jurisdiction of said court.

Contractor and each Subcontractor must comply with the applicable requirements of Nevada Revised Statutes ("NRS") and Chapter 338 and Nevada Administrative Code ("NAC") Chapter 338. To the extent a provision of this Contract is prohibited by NRS or NAC Chapter 338 it is hereby deemed modified to the extent necessary to comply with the provisions of NRS or NAC Chapter 338. To the extent a provision is required to be inserted into this Contract by NRS or NAC Chapter 338 it is deemed inserted.

H. HEADINGS AND INTERPRETATION

The headings in this Contract are for purposes of convenience and reference only and shall not in any way define, limit, extend or otherwise affect the meaning or interpretation of any of the terms hereof. The words "will" and "shall" denote a mandatory requirement or obligation. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Contract shall refer to this Contract as a whole and not to any particular. The words "including," "including

without limitation,” and words of similar import shall not be deemed restrictive but rather shall be deemed illustrative examples.

I. INDEPENDENT CONTRACTOR

Contractor expressly agrees that Contractor’s employees and/or Subcontractors shall not be treated or considered as the servants and employees of UNLV, it being the intention of the parties that Contractor shall be and remain an independent contractor, and that nothing contained in this Contract shall be construed inconsistent with that status. Contractor covenants and agrees to save and hold harmless UNLV from and against any and all damages, claims, costs or expenses whatsoever, due to the existence of any applicable labor/employment codes, ordinances, and of any and all claims, costs and expenses in connection therewith under any claim or subrogation provided by said applicable codes, ordinances or otherwise.

J. MODIFICATION

No alteration, modification, amendment, or supplement to this Contract or any of its provisions shall be effective, enforceable or binding unless made in writing and duly signed by the parties.

K. NOTICES

Written notices required under this Contract shall be sent certified mail, return receipt requested, to:

UNLV as follows: Director of Purchasing and Contracts
University of Nevada, Las Vegas
4505 S. Maryland Parkway
Las Vegas NV 89154-1033

Contractor as follows:

(INSERT NAME AND ADDRESS OF CONTRACTOR)

L. OWNERSHIP OF MATERIALS

By signing this Contract, Contractor acknowledges that any materials and/or UNLV customer/user data that may result from its efforts, as related to this Contract, are the property of UNLV and, as such, may not be disseminated in any form whatsoever to any person, group or organization without the prior written authorization of UNLV. As applicable, Contractor shall provide good title to any applicable Deliverable(s), and Contractor shall execute any additional documents necessary to secure or renew UNLV’s rights in and to any applicable Deliverable(s). Contractor warrants that it is either the owner of all methodologies used and/or Deliverable(s) transferred/licensed (as applicable) hereunder or that it has all appropriate licenses or permissions necessary to perform the Services and/or transfer/license the Deliverable(s) (as applicable).

Contractor acknowledges and agrees that the Deliverable(s), for purposes of copyright law, are deemed a "work made for hire" basis as so defined within the meaning of the Copyright Act

(Title 17 of the United States Code) and that, as between Contractor and UNLV, the Deliverable(s) and all reproductions thereof shall be the sole and exclusive property of UNLV free from any claims by Contractor or anyone deriving rights through them. Contractor hereby grants, sells, assigns, and transfers unto UNLV, its successors, and assigns all and any of Contractor's interest, right, title, and other intellectual property rights without limitation in and to the Deliverable(s), as well as the right to secure and renew any applicable copyrights in the original and in all derivative works in the United States and all other countries of the world, the right to redistribute the Deliverable(s) in any form and the right to sue for past, present, and future infringement of such rights, in the name of UNLV. If, for any reason, the Deliverable(s) are not deemed to be a "work made for hire," this Contract shall operate as an irrevocable assignment of all rights thereto to UNLV, its successors, and assigns. And if for any reason the Deliverables are not designated as an assignment or a "work made for hire" then Contractor grants to UNLV, its successors, and assigns, a perpetual, exclusive, royalty-free, license to use, copy, make and redistribute the Deliverable(s) throughout the universe.

M. TAXES, LICENSES AND PERMITS

It is the Contractor's responsibility to secure all required licenses, permits, franchises, lawful authority and insurance necessary for the proper execution and completion of the Services to be performed hereunder. Contractor warrants and agrees that it is, and shall remain for the duration of this Contract, a duly organized, validly existing entity, in good standing, with all the requisite power, permissions, licenses, permits, franchise, insurance and authorities necessary to provide the goods and/or Services.

Contractor shall pay all taxes, levies, duties and assessments of every nature, which may be applicable to any Work under this Contract. The Contract Sum and any agreed variations thereof shall include all taxes imposed by law. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds Owner harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

Companies conducting business for profit in Nevada are required to have a current Nevada business license pursuant to NRS 76.100(1) unless the entity is either a) a non-profit corporation or b) meets the requirements for an exemption and has filed the appropriate notice of exemption with the Nevada Secretary of State. Contractor certifies that it has a current Nevada business license or it is exempt and agrees to provide immediate notice to UNLV in the event the license is no longer valid.

N. TERMINATION FOR CONVENIENCE

UNLV shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason by providing Contractor with thirty (30) calendar days' written notice. Such termination shall be effected by written notice from UNLV to Contractor, specifying the extent and effective date of the termination. On the effective date of the termination, Contractor shall terminate all work and take all reasonable actions to mitigate expenses. Contractor shall submit a written request for incurred costs performed through the date of termination, and shall provide any substantiating documentation requested by UNLV. In the event of such termination, UNLV agrees to pay Contractor within thirty (30) calendar days after acceptance of invoice.

O. SEVERABILITY

In the event any one or more of the provisions of this Contract shall for any reason be held to be invalid, illegal, or unenforceable, such provision(s) shall be treated as severable, leaving the remaining provisions of this Contract unimpaired, and the Contract shall be construed as if such invalid, illegal or unenforceable provision(s) were not present.

P. USE OF UNIVERSITY NAME AND/OR LOGO IN ADVERTISING

Contractor acknowledges and agrees that it shall not use the name of the Board of Regents of the Nevada System of Higher Education; University of Nevada, Las Vegas; Nevada State College; or any other NSHE logos, marks, trademarks, trade names, trade dress, slogans, or other indicia of ownership of the foregoing (collectively, "**Marks**"). Contractor further acknowledges and agrees that the Marks are the sole property of NSHE and that it shall not use any of the Marks in its advertising, or in the production of any materials related to this Contract, without the prior written approval of UNLV.

Q. WAIVER

A failure or delay of either party to enforce at any time any of the provisions of this Contract shall not be construed to be a waiver of a party's right to enforce strict compliance of such provisions(s) of this Contract.

R. SMALL AND LOCAL BUSINESS CONCERNS REPORTING REQUIREMENTS

- 1) UNLV supports equal opportunity for minority owned, women-owned, and other small disadvantaged business concerns ("**MWDBE**") to compete for contracts awarded by UNLV. UNLV also supports efforts to encourage local businesses to compete for UNLV contracts. In some situations, MWDBE and local business concerns may not have the depth or full capability to meet all the requirements of large contracts. Nevertheless, UNLV supports finding opportunities for such MWDBE and local business concerns to participate as Subcontractors or Tier 2 suppliers in large contracts.
- 2) If the purchase of goods or Services is **anticipated to exceed \$1,000,000 at any time during the life of the Contract**, Contractor must provide, at a minimum, annual reports listing expenditures with MWDBE and Local Business Enterprises (as defined below). These reports pertain only to expenditures that are directly attributable to the UNLV prime Contract. The report must be available to UNLV by September 15th of the applicable Contract year, and should contain the following information:
 - a) The name, city and state; type of Tier 2 status (local, women owned, minority/and or disadvantaged or Local Business Enterprise); and any certification of such status including the entity granting the certification if applicable. If a business concern meets more than one definition (e.g. local and women-owned, or minority and women owned), that should be identified;
 - b) A description of the goods or services purchased; and
 - c) The amount of expenditures with the Subcontractor attributed to the prime Contract for the most recent completed fiscal year (July 1 through June 30).
- 3) Definitions:

Definition of Local Business Enterprise. "Local Business Enterprise" is intended to mean a business concern that is a) owned 51% or more by Nevada residents, b) is headquartered in Nevada, or c) a majority of employees of the business are Nevada residents.

Definition of Disadvantaged Business Enterprise (DBE). "Disadvantaged Business Enterprise" is intended to mean a business concern owned by a minority or woman that is at least fifty-one percent (51%) unconditionally owned by one or more minority or women individuals who are both socially and economically disadvantaged, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals. Individuals who certify that they are a member of named groups, i.e. African Americans, Hispanic Americans, American Indians and Alaska Natives (Eskimos and Aleuts) and Asian and Pacific Island Americans are to be considered socially and economically disadvantaged.

Definition of Minority Business Enterprise (MBE). "Minority Business Enterprise" is intended to mean a business concern owned by one or more minority individuals that is at least fifty-one percent (51%) unconditionally owned by one or more minority individuals, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals. Individuals who certify that they are a member of named groups, i.e. African Americans, Hispanic Americans, American Indians and Alaska Natives (Eskimos and Aleuts) and Asian and Pacific Island Americans are to be considered socially and economically disadvantaged.

Definition of Women-Owned Business Enterprise (WBE). "Women-Owned Business Enterprise" is intended to mean a business concern owned by one or more women that is at least fifty-one percent (51%) unconditionally owned by one or more women, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals.

Definition of Disabled Veteran Business Enterprise (DBE). "Disabled Veteran Business Enterprise" is intended to mean a business concern of which at least 51% of the ownership interest is held by one or more veterans with service-connected disabilities; that is organized to engage in commercial transactions; and that is managed and operated on a day-to-day basis by one or more veterans with service-connected disabilities. This includes a business which meets the above requirements that is transferred to the spouse of a veteran with a service-connected disability upon the death of the veteran, as determined by the United States Department of Veterans Affairs.

Definition of Small Business Enterprise (SBE). "Small Business Enterprise" is intended to mean a business concern which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, veterans, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

S. JOINDER

Any governmental, state, or public entity within the State of Nevada may utilize this Contract at its option to obtain goods or services at the agreed upon price(s) throughout the term of the

resulting contract with the authorization of Contractor. NSHE/UNLV is not liable for the obligations of the governmental entity which joins or uses the resulting contract.

T. AUDIT

Contractor agrees to maintain and preserve its books and records in accordance with generally accepted accounting procedures for a minimum of three (3) years, or longer if required by an applicable law or regulation. Upon UNLV's request, during the Term or for a period of two (2) years thereafter, Contractor shall in a timely manner, allow UNLV, UNLV's internal auditor or a third party auditor retained by UNLV to audit and analyze Contractor's compliance with the provisions of this Contract, and shall cooperate with any competent regulatory body and shall allow such other access to Contractor's premises and relevant records where required by legal processes or applicable laws or regulations.

U. FITNESS FOR DUTY, INSPECTION, AND LOANED ITEMS OR FACILITIES

Contractor shall ensure that it has engaged sufficient personnel with the expertise required for the successful provision of Services to comply with all the requirements set forth in the Contract or any applicable Scopes of Work or SOW. Contractor shall ensure that all Contractor personnel providing the Services (which shall include Contractor principals and Subcontractors) shall: i) report for work in a manner fit to do their job when providing Services for UNLV or on UNLV owned, leased, or operated property ("Premises") and ii) shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substances (as defined by NRS 453.146 or any applicable federal law or statute) when providing Services for UNLV or on UNLV Premises (except as properly prescribed to them by a physician and provided that it does not affect their ability to safely and proficiently provide the Services). Searches by UNLV representatives may be made of persons, personal effects, lockers, or other storage areas on UNLV Premises to detect evidence of unlawful substances or prohibited items which must not be brought onto UNLV Premises. Any supplies, equipment, tools, items, vehicles, carts, or facilities shall be loaned solely as a convenience to Contractor and are provided "as is" without any representations as to the condition, suitability for use, freedom from defect, or hazards.

V. SUSTAINABILITY

- a) A key focus of UNLV is to minimize the impact the procurement of goods and services has on the local environment. UNLV is committed to sustainable economic, social, and environmental practices in all operations involving UNLV. It is important that Contractor share this commitment as well. Therefore, sustainable goods and services should be offered whenever available or specifically when required in the Contract.
- b) UNLV may request Contractor to provide reports related to sustainability on all goods and services provided. Reports may include, but are not limited to: sustainable attributes of each product or service, the dollar and percentage amount spent on sustainable or environmentally preferred products and services, and the total amount spent by UNLV.
- c) All electronic equipment UNLV purchases must be Energy Star rated (or, if there is no Energy Star rating for the desired equipment, energy efficient models or substitutes are preferred). The requirement to purchase Energy Star rated

equipment will improve UNLV's energy and financial performance while distinguishing our institution as an environmental leader.

W. 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.

X. PREFERENCE

If applicable, the provisions of the Affidavit Pertaining to Preference Eligibility executed by Contractor (the "Affidavit") are deemed incorporated into the Contract and any failure to comply with the provisions of the Affidavit entitles UNLV to a penalty in accordance with NRS 338.0117. The following provisions apply if Contractor received a preference:

1. If a party to the contract causes the contractor, applicant or design build team to fail to comply with a requirement of paragraphs (a)-(d), inclusive, of subsection 1 of NRS 338.0117, the party is liable to the Owner for a penalty in the amount of 1 percent pf the cost of the largest contract to which he or she is a party;
2. The right to recover the amount determined pursuant to §2.1.9.4.1 by Owner pursuant to subsection 5 of NRS 338.0117 may be enforced by Owner directly against the party that caused the failure to comply with a requirement of paragraphs (a)-(d), inclusive, of subsection 1 of NRS 338.0117; and
3. No other party to the contract is liable to Owner for a penalty; and
4. Contractor shall include this provision in all subcontracts and require it to be included in all lower tier subcontracts.

Signatures on following page.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the Effective Date.

[CONTRACTOR]

APPROVED:

BY:

(TYPE IN NAME OF APPROVER)

Date

**THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, ON
BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS**

RECOMMENDED:

BY:

David Frommer, AIA, Executive Director, Planning and Construction

Date

APPROVED:

BY:

Gerry J. Bomotti, Senior Vice President for Finance and Business

Date

EXHIBIT B-1 (A) to Pre-Construction Contract SCOPE OF WORK

Medical Education Building:

The new UNLV SOM MEB will be a stand-alone multi-story facility that may include classroom space (including a computer lab), auditorium, virtual anatomy lab, library, student lounge, student fitness center, café, student organization offices, and faculty/staff offices. These spaces are subject to change. The designated site for the new UNLV SOM MEB is located near the Shadow Lane Campus in the City of Las Vegas' Medical District. The new UNLV SOM MEB is anticipated to be approximately 150,000 – 180,000 gross S.F. The Project may involve additional phases to include limited construction or other improvements to repurpose the UNLV SOM interim space at Shadow Lane Building B, the former SNHD site, and/or other SOM sites for space program coordinated items for potential long-term use by the SOM, including academic, administration, or other related program needs. **UNLV reserve the right to award the CMAR the Project in.** UNLV is not required to award to CMAR all contemplated/suggested additional phases of the Project.

The budget range for the Scope of Work of the Project is \$80,000,000.00 – 100,000,000.00 based on funding being sought for this Project. The estimated funding amount is subject to change, based on the determined scope, schedule and actual funding received for the project. Pre-Construction work will be performed on a fixed price basis (see Pricing Response form Attachment 3). The cost of the construction work will be based on a Guaranteed Maximum Price (GMP) as described in the Contract Documents. UNLV will request GMP's per the Pre-Construction Contract, and UNLV may request phased GMP's as the construction work may be phased.

The architectural firm of Tate Snyder Kimsey in association with CO Architects (collectively the "Architect's Team") has been selected to provide the design, drawings/design documents and specifications on this Project. The Architect's Team and the UNLV SOM Team will develop the building program by reviewing and incorporating the stakeholder's vision and overall UNLV facility standards. The CMAR will review the final program, proposed design approach, construction/project schedule and cost. The CMAR should advise whether the cost is within the budget and provide input should the cost exceed the anticipated budget. The CMAR will also provide options for cost savings and efficiencies that are consistent with the facility program, function, quality and vision. The CMAR will assist with the design of the new UNLV MEB that includes a cost estimate at mid-point of Design Development and at the end of Construction Documents, as well as providing a schedule and constructability.

Pre-Construction Phase

The duties of the CMAR are specified in the Contract Documents and include: 1) pre-construction services such as, the development of schedules, preparation of construction cost models/estimates, packaging of early trade bid packages, field verification of all conditions, etc., to manage the project cost and schedule; 2) review of design, costs, schedules and other aspects, as applicable, with UNLV; and 3) CMAR shall perform all responsibilities required by NRS Chapter 338 and NAC Chapter 338, including but not limited to NRS 338.16985. Further, it is the responsibility of the CMAR to make reasonable improvements as necessary to the construction schedule proposed in the Construction Documents by further recommending the design/construction phasing that reduces the proposed duration of construction. Among the items that should receive consideration in achieving these objects are: identification of long lead

items, further development of the phased construction strategy, initiation of preliminary discussions with the approving agencies during design phase to expedite their reviews, and proactive interaction with subcontractors to establish their commitment to the project's budget and schedule objectives.

Preconstruction Schedule:

Commencement Date: October 2016

Completion Date: May 2018

These schedule assumptions are subject to change.

Construction Phase (Applicable if the GMP is accepted)

The CMAR, in addition to serving as adviser to the owner, assumes financial responsibility for construction of the project. The CMAR provides the owner with a guaranteed maximum price proposal, which the owner may accept, reject, or negotiate. Upon the owner's acceptance of the GMP, the CMAR becomes contractually bound to provide labor and materials for the project and to complete construction at or below the GMP. Contractor shall advertise and select, in accordance with the applicable provisions of NRS Chapter 338 and NAC Chapter 338, the subcontractors required to complete the construction of the Project. CMAR acknowledges all of the requirements of NRS §338.16991 and NRS §338.1695. During the Construction Phase, the CMAR is expected to perform and manage subcontractor work to maintain the GMP and schedule and other services not mentioned that are consistent with the Construction Contract and requirements of the facility construction. Detailed contractor's responsibilities will be stipulated in the Construction Contract and may include field investigation work.

During the construction schedule development process, it is the responsibility of the CMAR to make reasonable improvements as necessary to the proposed construction schedule by further recommending the design/construction phasing that reduces the proposed duration of construction.

Construction Schedule:

Commencement Date: May 2018

Completion Date: May 2020

These schedule assumptions are subject to change.

General

During the Preconstruction and, if applicable, the Construction Phase of the project, the Project Executive, and Project Manager shall be available to meet with the Owner on a bi-weekly basis (as needed) during pre-construction and weekly basis during construction. The CMAR selected from this solicitation must have a local Nevada staffed office, during construction, where the Project Executive, Project Manager, Superintendent and Safety Director must be located as their primary office until the project has been completed.

**EXHIBIT B-1 (B) to Pre-Construction Contract
DESIGNATION OF 1% SUBCONTRACTORS**

CMAR MUST SUBMIT THIS LIST PRIOR TO EXECUTION OF THE CONSTRUCTION CONTRACT AND INCLUDE ITS NAME ON THIS LIST. If the CMAR will perform any work which is 1 percent or more than the GMP and which is not being performed by a subcontractor listed, the CMAR shall also include on the list: (a) A description of the labor or portion of the work that the CMAR will perform; or (b) A statement that the CMAR will perform all work other than that being performed by a subcontractor listed.

Provide a list of all first tier Subcontractors who will provide labor or a portion of the Work to the Contractor for which such Subcontractor will be paid an amount equal to 1% or more of the GMP or \$50,000.00, whichever is greater. Include the name of the Subcontractor, a description of the portion of Work to be performed, the number of the license issued by the Nevada State Contractor's Board to the Subcontractor.

The contractor shall not substitute any person for a subcontractor who is named below without the prior written approval of UNLV.

DESCRIPTION OF WORK	CONTRACTOR'S NAME(S)	NV STATE CONTRACTORS' LICENSE NUMBER	*BEG	*ETHNICITY
DESCRIPTION OF WORK	SUBCONTRACTOR'S NAME(S)	NV STATE CONTRACTORS' LICENSE NUMBER	*BEG	*ETHNICITY

Legal Name of CMAR

Telephone Number

Address including City, State and Zip Code

EXHIBIT B-1 (C) to Pre-Construction Contract

MECHANIC AND WORKER RATES

CMAR shall submit this list prior to execution of the Construction Contract. Provide a list of all classes of mechanics and workers setting forth the hourly and daily wage rates. The rate for each class shall not be less than the NSHE prevailing wage rate for such class.

[illegible]

Legal Name of CMAR

Telephone Number

Address including City, State and Zip Code

**EXHIBIT B-1 (D) to Preconstruction Contract
HOURLY RATES**

Below is a list of the personnel by class/title who will perform the Services, the anticipated hours of involvement, and the billable hourly rate. The following hourly rates will be used as a basis for negotiation of any additional scope of work.

Class/Title	Rate	Anticipated Hours

**EXHIBIT B-1 (E) to Preconstruction Contract
ADDITIONAL INSURANCE REQUIREMENTS**

Contractor as primary insured shall, at Contractor's sole expense procure, maintain and keep in force for the duration of the Agreement the following insurance conforming to the minimum requirements specified below. Unless specifically noted herein or otherwise agreed to by the Owner the required insurance shall be submitted to the Owner and accepted prior to the issuance of a Purchase Order and Notice to Proceed, and shall be in effect by the Contractor on or prior to the issuance of a Purchase Order and Notice to Proceed. Such insurances must remain in force and effect until the later of:

- a. Final acceptance by the Owner of the completion of the work in this Agreement; or
- b. Such time as the insurance is no longer required the Owner.

1. Commercial General liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Coverage shall be at least as broad as Insurance Services Office (ISO) form CG 00 01 10 01 and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, and liability assumed under contract. Explosion, collapse and underground coverage shall not be excluded.

2. Umbrella/excess liability insurance in the amounts as follows:

- \$5,000,000 Each Occurrence/Aggregate and must be project specific/dedicated limit for construction contracts between \$1,000,001 and \$5,000,000 or:
- \$10,000,000 Each Occurrence/Aggregate and must be project specific/dedicated limit for construction contracts over \$5,000,000.
- May be used to achieve the above minimum liability limits.
- Shall be endorsed to state it is as broad as primary policies.

3. Automobile liability insurance in the amount of \$1,000,000 Combined Single Limit per occurrence. Coverage shall include owned, non-owned, and hired vehicles and be written on ISO form CA 00 01 10 01 or a substitute providing equal or broader liability coverage.

4. Employers Liability limits shall be at least \$100,000 per occurrence and for occupational disease. Workers' Compensation is required by law for anyone with employees. Sole proprietors and corporate officers can waive coverage with [mandatory affidavit](#) available from NSHE Business Center South / UNLV Risk Management & Safety Department. Contractor providing services shall provide proof of Workers' Compensation insurance as required by NRS 616B.627 or proof that compliance with the provisions of Nevada Revised Statutes, Chapter 616A-D and all other related chapters, is not required.

5. Pollution Liability. If applicable, the minimum limit of liability required will be \$5,000,000 per occurrence/aggregate if this coverage is required.

6. Contractor Shall:

- Have each of their insurance policies endorsed to provide ten (10) days notice for non-payment of premium, and;
- Specify that the policies cannot be cancelled, non renewed, coverage and/or limits reduced or coverage materially altered that can effect Owner without sixty

- (60) days prior written notice to Owner and the notices required by this paragraph shall be sent by certified mail to Owner;
- Send to the Owner a facsimile copy of the policy cancellation and/or change of policy and conditions notice in this paragraph to the Owner within three (3) business days upon their receipt.
 - Provide UNLV with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance until such time as the insurance is no longer required by UNLV; and
 - Immediately notify UNLV in writing and immediately replace such insurance or bond with insurance or bond meeting this Contract's requirements if at any time during the period when insurance is required by this Contract, an insurer or surety fails to comply with the requirements of this Contract.
 - Provide a copy of each policy and the loss history therefor upon request of Owner

Until such time as the insurance is no longer required by the Owner, Contractor shall provide Owner with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this contract, an insurer or surety shall fail to comply with the requirements of this contract, as soon as Contractor has knowledge of any such failure Contractor shall immediately notify Owner and immediately replace such insurance or bond with insurance or bond meeting the contract's requirements.

6. Each insurance policy shall be:

- Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and
- Currently rated by A.M. Best as A - IX or better.
- If applicable, name the Architect and Architects consultants as additional insureds.

7. Evidence of Insurance Requirements. Prior to the start of any work, the Contractor must provide the following documents to Owner:

- Certificate of Insurance: The [ACORD 25 Certificate of Insurance form](#) or a form substantially similar must be submitted to the Owner to show evidence the insurance policies and coverage required of the Contractor.
- Additional Insured Endorsement: Original Additional Insured Endorsement(s) signed by an authorized insurance company representative(s).
- Waiver of Subrogation Endorsement
- Endorsement reflecting Contractor insurance policies are primary over any other applicable insurance.
- Loss Payee Endorsement

8. The Board of Regents of the Nevada System of Higher Education must be named as an Additional Insured on all primary and excess / umbrella liability policies (excluding professional liability) affording the broadest possible coverage. Endorsements shall be submitted to allow blanket addition as required by contract or individualized endorsement naming the Owner as an additional insured.

9. Primary Policy. Parties contracting directly with the Owner must have their policy endorsed to reflect that their insurance coverage is primary over any other applicable insurance coverage available. Any insurance or self-insurance available to the Owner shall be in excess of and non-contributing with any insurance required.

10. Loss Payee: The Board of Regents of the Nevada System of Higher Education on behalf of UNLV shall be named as loss payee as respects their interest in any property that the Contractor has an obligation to insure on behalf of the Board of Regents of the Nevada System of Higher Education on behalf of UNLV.

11. Builders Risk. If applicable, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial contract sum, plus value of subsequent contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the contract documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in this contract or until no person or entity other than the Owner has an insurable interest in the property required to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, false work, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles.

This builders risk / property insurance shall cover portions of the work stored off the site, and also portions of the work in transit.

Partial occupancy or use in accordance with this contract shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

12. Boiler and Machinery Insurance. The Contractor shall purchase and maintain boiler and machinery insurance machinery and/or inland marine installation floater required by the contract documents or by law, which shall specifically cover such insured objects like machinery, equipment, and other similar property during installation and prior to installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the work and be at least in the amount of the actual cash value of the property being installed.

13. The Contractor shall purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused.

14. Subrogation must be waived against the Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada, Las Vegas.

15. Performance and Payment bonds. The Contractor shall execute a Performance and Payment Bond on a form acceptable to the Owner covering the faithful performance and completion of the contract and the payment of all obligations arising thereunder.

A. Performance Bond in the amount of 100% of the total GMP.

B. Payment Bond (Labor & Material) in the amount of 100% of the total GMP.

Bonds shall be in the exact form as included in the Contract Documents. The Surety shall be registered with the Insurance Division of the Nevada Department of Commerce, and shall be satisfactory to the Owner.

If at any time the Owner, for justifiable cause, shall be or become dissatisfied with any Surety as providers of the required Performance Bond or the Payment Bond, the Contractor shall within five calendar days after being notified by the Owner, substitute an acceptable bond in the form and sum and signed by such other Surety as may be satisfactory to the Owner. The premiums on such Bonds shall be paid by the Contractor. No further progress payments to the Contractor shall be deemed due or payable until acceptable bonds are furnished. The new bond amount shall be for the remaining balance of the Agreement. In the event that the Contractor is unable to obtain a new bond, the Owner may obtain the bond and charge the Contractor for the cost required to obtain said bond. Owner shall have the right to demand reimbursement for any cost of automatically deduct the cost of the bond from the cost of the work without a Change Order. The new bond amount shall be for the remaining balance of the contract. If the Performance and Payment Bond is not furnished within the time specified in the contract documents after the Agreement is awarded, any bonds may be forfeited and the Contract may be awarded to an alternate proposal.

The Owner will require the Contractor to increase the Performance and Payment Bond to accommodate Change Orders.

The Owner reserves the right to require the Contractor to obtain Performance Bonds and Payment Bonds, each in the amount of 100% of any subcontractor contract. The Owner will pay the actual cost of any bond so required, not including any overhead and profit. If said bonds cannot be obtained within 60 calendar days of notification, the subcontractor shall be replaced at no additional cost to the Owner.

.1 The Contractor shall deliver the required original bonds to the Owner at the time the Agreement is entered into.

.2 The Contractor shall require the attorney-in-fact who executes the required bond on behalf of the surety to affix thereto a certified and current copy of the Power of Attorney.

.3 The bonds shall be payable to UNLV and NSHE.

EXHIBIT B-2
DRAFT CONSTRUCTION CONTRACT
ATTACHED PDF AIA 133 AND AIA 201

EXHIBIT C
SAMPLE PAYMENT BOND AND PERFORMANCE BOND

SAMPLE 100% PAYMENT BOND (LABOR AND MATERIAL)

KNOW ALL MEN BY THESE PRESENCE,

THAT _____, as Contractor, and _____ as Surety, are held and firmly bound unto the State of Nevada acting through its Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Las Vegas, "University", 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 presence.

WHEREAS, said Contractor has been awarded and is about to enter into the annexed contract with said University to perform all work required under the Bidding Schedule(s) of the University's specifications entitled.

NOW THEREFORE, if said Contractor or subcontractor, 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 inure to the benefit of any persons, companies, or corporations entitled to file claims under applicable State law.

PROVIDED, that any 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 alterations or extensions of the contract is hereby waived by said Surety.

SIGNED AND SEALED, this _____ day of _____, 2016.

(SEAL) _____ (Contractor) _____ (Surety) (SEAL)

By: _____ (Signature) By: _____ (Signature)

Surety Name: _____
Contact Name: _____
Address: _____
Phone Number: _____
Fax Number: _____

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

SAMPLE 100% PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENCE,

That _____, as Contractor, and _____, as Surety, are held and firmly bound unto the State of Nevada acting through its Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Las Vegas, hereinafter called "University", in the sum of _____ dollars, (\$_____), for 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 presence.

WHEREAS, said Contractor has been awarded and is about to enter into the annexed contract with said University to perform all work required under the Bidding Schedule(s) of the University's specifications entitled

NOW THEREFORE, if said contractor shall perform all the requirements of said contract required to be performed on his/her 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 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 alterations or extensions of the contract is hereby waived by said Surety.

SIGNED AND SEALED, this _____ day of _____, 2016.

(Contractor) (SEAL) _____ (Surety) (SEAL)

By: _____ By: _____
(Signature) (Signature)

Surety Name: _____
Contact Name: _____
Address: _____

Phone Number: _____
Fax Number: _____

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

**ATTACHMENT 1 RFP
RESPONSE FORM**

Company Name: _____		RFP No.: _____		PWP No.: _____	
Nevada Business License No.: _____		Business License Exp.: _____			
Address: _____		City: _____			
State: _____		Zip Code: _____		Phone No.: _____	
		Fax No.: _____			
Contact Person: _____		Email: _____			
UNLV Supplier Number (MUNIS ID): _____		Federal Tax ID No.: _____			
Please check the appropriate box(es) in accordance with <i>General Terms and Conditions</i> :					
BUSINESS STATUS (Attach certifications)					
<input type="checkbox"/> Minority Business Enterprise (MBE)		<input type="checkbox"/> Small Business Enterprise (SB)			
<input type="checkbox"/> Women-Owned Business Enterprise (WBE)		<input type="checkbox"/> Local Business Enterprise (LBE)			
<input type="checkbox"/> Disabled Veteran Business Enterprise (DVBE)		<input type="checkbox"/> Not Applicable (N/A)			

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 2).
- ☐ No I do not have a Certificate of Eligibility to receive preference in bidding.

ACKNOWLEDGEMENT OF ADDENDA/CERTIFICATION:

The undersigned, as an authorized representative for the Company named above, acknowledges that he/she has examined this RFP including any related documents, and hereby offers to furnish all labor, materials, tools, supplies, equipment and services necessary to comply with the specifications, terms and conditions set forth herein and at the prices stated. Bidder certifies that Bidder meets all mandatory submission requirements.

The undersigned acknowledges receipt of the following addenda:

Addenda No. _____ Dated _____ Addenda No. _____ Dated _____ Addenda No. _____ Dated _____

Addenda No. _____ Dated _____ Addenda No. _____ Dated _____ Addenda No. _____ Dated _____

DEPARTMENT/SUSPENSION STATUS

1. The Proposer certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from any state agency or local public body.
2. The Proposer agrees to provide immediate notice to UNLV's Purchasing department in the event of being suspended, debarred, or declared ineligible by any state or federal department or agency, or upon receipt of a notice of proposed debarment that is received after the submission of this Bid but prior to the award of the Purchase Order/Contract.

EXCEPTIONS

Any exceptions to any of the specifications or requirements of this RFP shall be noted in writing, and attached to the Proposal when submitted. By taking exceptions and clearly stating them in writing on a separate sheet of paper headed "EXCEPTIONS", and by offering alternates to replace the excepted requirements, the Proposer may still compete in the solicitation. However, the UNLV Purchasing Department shall be the sole judge of the acceptance or rejection of any exceptions.

Are there any exceptions to this bid? Yes _____ No _____

Signature

Print Name and Title

Date

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 _____

DUN & Bradstreet Number _____

CLARK COUNTY BUSINESS LICENSE NO. _____

STATE OF NEVADA BUSINESS LICENSE NO. _____

AUTHORIZED REPRESENTATIVE

E-MAIL ADDRESS

SIGNATURE OF AUTHORIZED
REPRESENTATIVE

TODAY'S DATE

ATTACHMENT 2
AFFIDAVIT PERTAINING TO PREFERENCE ELIGIBILITY
Page 1 of 2

A PROPOSER MUST SUBMIT THIS FORM VIA HAND DELIVERY OR EMAIL TO PURCHASINGUNLV.EDU IF THEY HAVE MET THE REQUIREMENTS OF NEVADA REVISED STATUTE 338.1389 AND 338.0117, TO BE ELIGIBLE TO RECEIVE A PREFERENCE. A PROPOSER 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 338.1389, and NRS 338.0117, and be eligible to receive a preference in bidding for Request for Proposal _____, Project Name _____ ("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; and
- (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 of this Affidavit entitles UNLV to a penalty as defined by statute.

By: _____
Printed Name of Affiant

Title: _____

Signature of Affiant: _____

Date: _____

State of _____)

County of: _____)

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

by _____ (name of Affiant)

Notary Signature

STAMP AND SEAL

ATTACHMENT 2
AFFIDAVIT PERTAINING TO PREFERENCE ELIGIBILITY

Page 2 of 2

Proof of Authorization to Sign Affidavit

The person must establish his/her actual authority to act on behalf of the business organization. The table below gives examples of the positions with authority.

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

**ATTACHMENT 3
PRICING RESPONSE FORM**

1. Pre-Construction Fixed Fee _____
2. Construction Services Rate _____
(Expressed as a percentage of construction cost)

The Pre-Construction Fixed Fee shall include the cost of Subcontractors that the CMAR will use for Pre-Construction Services pursuant to NRS §338.16935.

The Proposed Compensation shall be established by the following formula: Preconstruction Fixed Fee + (Construction Services Rate multiplied by the Estimated Cost of Construction set forth in this RFP). Scores will be calculated by dividing the Proposer's Proposed Compensation by the lowest Proposed Compensation multiplied by the total possible 20 points.

GMP will be requested at the appropriate point in the Pre-Construction Phase. A listing of all Subcontractors to be used on this Project, including Nevada Contractor License numbers for each, will be required with GMP submission.

ATTACHMENT 4

LIST OF SUBCONTRACTORS/TIER 2 SUPPLIERS (for projects anticipated to exceed \$1,000,000)

Bid No.: _____ Company Name: _____

PWP No. _____

HISTORICAL AND ANTICIPATED COMMITMENT TO TIER 2:

If anticipated to exceed \$1,000,000 at any time during the life of the Contract, provide the following reporting information:

Bidder's historical and anticipated commitment to Tier 2 MWDBE and Local Business Enterprises. At a minimum, Bidder must provide historical information for the most recently completed *fiscal year* (July 1 through June 30) and their anticipated commitment to the current fiscal year in which this IFB is issued.

A listing of Tier 2 suppliers, including Local Business Enterprises and MWDBE suppliers, that will be given the opportunity to be considered and/or utilized as Subcontractors for any work performed as a result of this IFB. The listing must include the following information:

- The name, city, and state
- Type of Tier 2 status (Local, women owned, minority and/or disadvantaged)
- Any certifications of such status including the entity granting the certification if applicable.

I. CONSIDERED SUBCONTRACTORS/TIER 2 SUPPLIERS

Company Name: _____ Federal Tax ID No.: _____

Nevada Business License No.: _____ Business License Exp. Date: _____

City: _____ State: _____ Phone No: _____

Business Status (in accordance with *General Terms and Conditions*):

☐ Minority Business Enterprise (MBE) ☐ Small Business Enterprise (SBE)
☐ Women-Owned Business Enterprise (WBE) ☐ Local Business Enterprise (LBE)
☐ Disabled Veteran Business Enterprise (DVBE) ☐ Not Applicable (N/A)

Certification No. _____ Issued By: _____

II. UTILIZED SUBCONTRACTORS/TIER 2 SUPPLIERS

Company Name: _____ Federal Tax ID No.: _____

Nevada Business License No.: _____ Business License Exp. Date: _____

City: _____ State: _____ Phone No: _____

Business Status (in accordance with *General Terms and Conditions*):

☐ Minority Business Enterprise (MBE) ☐ Small Business Enterprise (SBE)
☐ Women-Owned Business Enterprise (WBE) ☐ Local Business Enterprise (LBE)
☐ Disabled Veteran Business Enterprise (DVBE) ☐ Not Applicable (N/A)

Certification No. _____ Issued By: _____