

DRAFT AIA[®] Document A141[™] - 2004

Standard Form of Agreement Between Owner and Design-Builder

AGREEMENT made as of the day of in the year of
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name, address and other information)

The Board of Regents of the Nevada System of Higher Education on behalf of the
University of Nevada, Las Vegas
4505 South Maryland Parkway
Box
Las Vegas, Nevada 89154-

and the Design-Builder:
(Name, address, FTIN and other information)

For the following Project:
(Name, location and detailed description)

AIA Form Docs
n/a
N/A

The Owner and Design-Builder agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

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ARTICLE 1 THE DESIGN-BUILD DOCUMENTS

§ 1.1 The Design-Build Documents form the Design-Build Contract. The Design-Build Documents consist of this Agreement between Owner and Design-Builder (hereinafter, the "Agreement") and its attached Exhibits as modified; Supplementary and other Conditions; all design documents, construction documents or other submittals approved by Owner pursuant to Section A.2.3 of AIA Document A141-2004 Exhibit A, as modified; Addenda issued prior to execution of the Agreement; the Project Criteria, including changes to the Project Criteria proposed by the Design-Builder and accepted by the Owner, if any; the Design-Builder's Proposal and written modifications to the Proposal accepted by the Owner, if any; other documents listed in this Agreement; and Modifications issued after execution of this Agreement. The Design-Build Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and Owner, (2) between the Owner and a Contractor or Subcontractor, or (3) between any persons or entities other than the Owner and Design-Builder, including but not limited to any consultant retained by the Owner to prepare or review the Project Criteria. An enumeration of the Design-Build Documents, other than Modifications, appears in Article 8.

§ 1.2 The Design-Build Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. Owner and Design-Builder each represent and warrant to each other that each respectively has the authority to execute and deliver the Design-Build Documents and perform their respective obligations thereunder and that the execution delivery and performance of the Design-Build Documents have been duly authorized by all necessary action by each respective party.

§ 1.3 The Design-Build Contract may be amended or modified only by a Modification. A Modification is (1) a written amendment to the Design-Build Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Owner.

ARTICLE 2 THE WORK OF THE DESIGN-BUILD CONTRACT

§ 2.1 The Design-Builder shall fully execute the Work described in the Design-Build Documents, except to the extent specifically indicated in the Design-Build Documents to be the responsibility of others. Design-Builder shall design and construct the Work in strict accordance with the Design-Build Documents in a good and workmanlike

manner. Except as otherwise provided in the Design-Build Documents, Design-Builder shall provide all labor, services and efforts necessary to complete the Work within the agreed Contract Time.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be date of the issuance of a Purchase Order and Notice to Proceed by the Owner. Owner may issue separate Purchase Orders or Purchase Order Modifications and Notices to Proceed for the Design/Pre-Construction Phase of the Design-Build Contract and the Construction Phase of the Design-Build Contract, at the Owner's determination.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

(Insert Owner's time requirements.)

§ 3.2 The Contract Time shall be measured from the date of commencement, subject to adjustments of this Contract Time as provided in the Design-Build Documents.

(Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the Work.)

In the event Substantial Completion is not achieved by the date specified above except as result only of delays for which the Owner is chargeable under the Design-Build Documents or from Unavoidable Delay, Design-Builder agrees that Owner shall have the right to deduct from any sums due to Design-Builder hereunder the sum of _____ dollars (\$_____.00) for each day that Substantial Completion is actually delayed, provided, however, that (i) Owner may commence to make such deductions prior to the scheduled date of Substantial Completion in the event Owner reasonably projects that the Project will not be completed on the scheduled date of Substantial Completion and (ii) Design-Builder shall pay to Owner in cash any amounts which Owner is entitled to deduct in the event the remaining amount of funds due hereunder is less than the amounts Owner has the right to deduct. Owner and Design-Builder agree and acknowledge that (i) Owner's actual damages for the failure of Substantial Completion 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 such late achievement of Substantial Completion.

"Unavoidable Delays" means delays due to any of the following, and only the following, (provided that such delay is beyond Design-Builder's reasonable control): war, insurrection, civil commotion, strikes, slowdowns, lock outs, riots, flood, earthquakes, fires, casualties, acts of God, acts of a public enemy, acts of terrorism, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental moratoriums, unusually severe or abnormal weather conditions, failure of utilities, or a court order which causes a delay (unless resulting from a wrongful act of Design-Builder). In no event shall the application to Design-Builder of any applicable law, regulation, rule or other governmental requirement constitute an Unavoidable Delay. Design-Builder shall use reasonable good faith efforts to notify Owner not later than five (5) days after Design-Builder knows of the occurrence of an Unavoidable Delay. An extension of time for an Unavoidable Delay shall only be for the period of the Unavoidable Delay, which period shall commence to run from the time of the commencement of the cause of the Unavoidable Delay.

§ 3.3 The Design-Builder shall achieve Substantial Completion of the Work not later than _____ days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Design-Build Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work

Substantial Completion Date

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder's performance of the Design-Build Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

☐ Stipulated Sum in accordance with Section 4.2 below;

☐ Cost of the Work Plus Design-Builder's Fee in accordance with Section 4.3 below;

☒ Cost of the Work Plus Design-Builder's Fee with a Guaranteed Maximum Price in accordance with Section 4.4 below.

(Based on the selection above, complete either Section 4.2, 4.3 or 4.4 below.)

§ 4.2 STIPULATED SUM

§ 4.2.1 [Intentionally Deleted]

§ 4.2.2 [Intentionally Deleted]

§ 4.2.3 [Intentionally Deleted]

§ 4.2.4 [Intentionally Deleted]

§ 4.2.5 [Intentionally Deleted]

§ 4.3 COST OF THE WORK PLUS DESIGN-BUILDER'S FEE

§ 4.3.1 [Intentionally Deleted]

§ 4.3.2 [Intentionally Deleted]

§ 4.4 COST OF THE WORK PLUS DESIGN-BUILDER'S FEE WITH A GUARANTEED MAXIMUM PRICE

§ 4.4.1 The Cost of the Work is as defined in Exhibit B, plus the Design-Builder's Fee.

§ 4.4.2 The Design-Builder's Fee is:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee and the method of adjustment to the Fee for changes in the Work.)

§ 4.4.3 GUARANTEED MAXIMUM PRICE

§ 4.4.3.1 The sum of the Cost of the Work, the Design-Builder's Fee and the Design-Builder's Contingency specified in § 4.4.3.6 below is guaranteed by the Design-Builder not to exceed (\$), subject to additions and deductions by changes in the Work as provided in the Design-Build Documents. Such maximum sum is referred to in the Design-Build Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Design-Builder without reimbursement by the Owner and shall not be a basis of any Change Order.

(Insert specific provisions if the Design-Builder is to participate in any savings.)

In the event there are unused Design-Builder contingency funds at the conclusion of the Contract, please reference § A.13.7.

§ 4.4.3.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

§ 4.4.3.3 Unit Prices, if any, are as follows:

Description	Units	Price (\$ 0.00)
<input type="text"/>	<input type="text"/>	<input type="text"/>

§ 4.4.3.4 Allowances, if any, are as follows:

(Identify and state the amounts of any allowances, and state whether they include labor, materials, or both.)

Allowance	Amount (\$ 0.00)	Included Items

§ 4.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based, are as follows:

(Identify the assumptions on which the Guaranteed Maximum Price is based.)

§ 4.4.3.6 Design-Builder's Contingency Amount (Included in the Guaranteed Maximum Price specified in Section 4.4.3.1):

§ 4.4.3.7 Design-Builder's Design/Pre-Construction Fee to complete Drawings and Specifications and submit for all plan check processes and regulatory reviews (Included in the Guaranteed Maximum Price specified in Section 4.4.3.1):

§ 4.5 CHANGES IN THE WORK

§ 4.5.1 Adjustments of the Contract Sum on account of changes in the Work may be determined by any of the methods listed in Article A.7 of Exhibit A, Terms and Conditions.

§ 4.5.2 Where the Contract Sum is the Cost of the Work, with or without a Guaranteed Maximum Price, and no specific provision is made in Sections 4.3.2 or 4.4.2 for adjustment of the Design-Builder's Fee in the case of Changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment will cause substantial inequity to the Owner or Design-Builder, the Design-Builder's Fee shall be equitably adjusted on the basis of the Fee established for the original Work, and the Contract Sum shall be adjusted accordingly.

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Owner by the Design-Builder, the Owner shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 Provided that a complete and approved Application for Payment is received by the Owner not later than the 25th day of a month, the Owner shall make payment of the certified amount to the Design-Builder not later than the 25th day of the next month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Owner receives the complete and approved Application for Payment.

§ 5.1.4 [Intentionally Omitted]

§ 5.1.5 With each Application for Payment where the Contract Sum is based upon a Stipulated Sum or Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and shall provide separate values for construction photographs and as-builts. Compensation for design services shall be shown separately. Where the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder's Fee and Design-Builder's Contingency shall be shown separately. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule of values, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ 5.1.6 In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and shall not be required to or deemed to have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Sections 5.1.4 or 5.1.5, or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purposes the Design-Builder has used

amounts previously paid on account of the Agreement. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's accountants acting in the sole interest of the Owner.

§ 5.1.7 Except with the Owner's prior approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site, or, with the agreement of the Owner, stored at a bonded and licensed facility where the Owner can reasonably visually verify or receive other acceptable verification of the storage of materials. If verification is necessary or required by Owner by a site visit outside of a local site visit for materials and equipment suitably stored off the site in a licensed and bonded facility and to consider payment for these items, Design-Builder shall pay all costs associated with site visits/review outside of local site visits by Owner.

§ 5.2 PROGRESS PAYMENTS - STIPULATED SUM

§ 5.2.1 [Intentionally Omitted]

§ 5.2.2 [Intentionally Omitted]

§ 5.2.3 [Intentionally Omitted]

§ 5.2.4 [Intentionally omitted]

§ 5.3 PROGRESS PAYMENTS - COST OF THE WORK PLUS A FEE [Intentionally Omitted]

§ 5.3.1 [Intentionally Omitted]

§ 5.3.2 [Intentionally Omitted]

§ 5.3.3 [Intentionally Omitted]

§ 5.3.4 [Intentionally Omitted]

§ 5.4 PROGRESS PAYMENTS - COST OF THE WORK PLUS A FEE WITH A GUARANTEED MAXIMUM PRICE

§ 5.4.1 Applications for Payment where the Contract Sum is based upon the Cost of the Work Plus a Fee with a Guaranteed Maximum Price shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment based on the approved schedule of values submitted with the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Design-Builder on account of that portion of the Work for which the Design-Builder has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 5.4.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- .1** Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section A.7.3.8 of Exhibit A, Terms and Conditions;
- .2** Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or, with the agreement of the Owner, stored at a bonded and licensed facility where the Owner can reasonably visually verify or receive other acceptable verification of the storage of materials per Section 5.1.7.;
- .3** Add the Design-Builder's Fee, less retainage of **ten percent (10.0%)**. The Design-Builder's Fee shall be computed upon the Cost of the Work described in the two preceding sections at the rate stated in Section 4.4.2 or, if the Design-Builder's Fee is stated as a fixed sum in that section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work in the two preceding sections bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4** Subtract the aggregate of previous payments made by the Owner;

- .5 Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section 5.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's accountants in such documentation; and
- .6 Subtract amounts, if any, for which the Owner has withheld or nullified a Certificate for Payment as provided in Section A.9.5 of Exhibit A, Terms and Conditions.

§ 5.4.3 Payments for the Work shall be subject to retainage of not less than **ten percent** (**10.0%**). The Owner and Design-Builder shall agree on a mutually acceptable procedure for review and approval of payments and retention for Design-Builders, Contractors, Design Professionals and Consultants.

§ 5.5 FINAL PAYMENT

§ 5.5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder after the Design-Builder has fully performed the Design-Build Contract, including the requirements in Section A.9.10 of Exhibit A, Terms and Conditions, except for the Design-Builder's responsibility to correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment. Final Completion and Final Payment are also subject to completion of all notices of retention release, notices/certificates of completion and related processes as provided in Section A.9.10 of AIA A141 Exhibit A.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 [Intentionally omitted.]

§ 6.2 If the parties do not resolve their dispute through mediation pursuant to Section A.4.3 of Exhibit A, Terms and Conditions, the method of binding dispute resolution shall be the following

(If the parties do not select a method of binding dispute resolution, then the method of binding dispute resolution shall be by litigation in a court of competent jurisdiction.)

(Check one.)

☐ Arbitration pursuant to Section A.4.4 of Exhibit A, Terms and Conditions

☒ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

§ 6.3 ARBITRATION [Intentionally Omitted]

§ 6.3.1 [Intentionally Omitted]

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 The Architect, other design professionals and consultants engaged by the Design-Builder shall be persons or entities duly licensed to practice their professions in the jurisdiction where the Project is located and are listed as follows:

(Insert name, address, license number, relationship to Design-Builder and other information.)

Name and Address	License Number	Relationship to Design-Builder	Other Information

§ 7.2 Consultants, if any, engaged directly by the Owner, their professions and responsibilities are listed below:

(Insert name, address, license number, if applicable, and responsibilities to Owner and other information.)

Name and Address	License Number	Responsibilities to Owner	Other Information

§ 7.3 Separate Design-Builder or contractors, if any, engaged directly by the Owner, their trades and responsibilities are listed below:

(Insert name, address, license number, if applicable, responsibilities to Owner and other information.)

Name and Address	License Number	Responsibilities to Owner	Other Information

§ 7.4 The Owner's Designated Representative is:
(Insert name, address and other information.)

§ 7.4.1 The Design-Builder shall submit to Owner's Designated Representative identified and designated pursuant to Section A.2.1.1 of AIA A141 Exhibit A above all matters requiring the Owner's approval or authorization.

§ 7.5 The Design-Builder's Designated Representative is:
(Insert name, address and other information.)

Project Executive:
 Project Manager:
 Superintendent:
 Safety Director:
 Licensed Design Professional In Charge
 Design Project Manager

§ 7.5.1 The Design-Builder's Designated Representative identified above shall be authorized to act on the Design-Builder's behalf with respect to the Project.

§ 7.6 Neither the Owner's nor the Design-Builder's Designated Representative shall be changed without ten days written notice to the other party.

§ 7.7 Other provisions:

Liquidated damages in the sum of _____ thousand dollars (\$_____,000) for changes to Design-Builder's Authorized Representatives per Section A.3.2.13 of Exhibit A, Terms and Conditions.

§ 7.7.1 Where reference is made in this Agreement to a provision of another Design-Build Document, the reference refers to that provision as amended or supplemented by other provisions of the Design-Build Documents.

§ 7.7.2 Payments due and unpaid under the Design-Build Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

Interest on any amounts due from Owner to Design-Builder, or from Design-Builder to Owner, as the case may be, shall bear interest from the date due until paid at a rate equal to the lesser of (i) six percent (6%) per annum, (ii) that fluctuating rate of interest announced from time to time by the Bank of America National Trust and Savings Association as its prime or reference commercial lending rate of interest (or in the event such bank is no longer announcing such rate, by such other federally regulated banking institution of comparable stature as Owner shall determine) or (iii) the maximum interest rate permitted by law. Under no circumstances, however, shall Design-Builder be entitled to interest on retainage.

() per annum

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Design-Builder's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

§ 7.8 COUNTERPARTS

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and

the same Agreement.

§ 7.9 BUSINESS DAY

The term "Business Day" shall mean Monday through Friday, excluding holidays recognized by the State of Nevada.

§ 7.10 INVALIDITY

If any one or more of the provisions (or any part thereof) contained in the Design-Build Documents are for any reason held to be illegal, invalid or otherwise unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision (or part thereof) of the Design-Build Documents.

§ 7.11 INDEPENDENT CONTRACTOR

The parties agree that the contractual relationship of Design-Builder to Owner is one solely of an independent contractor in all respects and that the Design-Build Documents do not in any way create a partnership, joint venture or any other relationship between Owner and Design-Builder other than the contractual relationship as specified in this Agreement.

ARTICLE 8 ENUMERATION OF THE DESIGN-BUILD DOCUMENTS

§ 8.1 The Design-Build Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

§ 8.1.1 The Agreement is this executed edition of the Standard Form of Agreement Between Owner and Design-Builder, AIA Document A141-2004.

§ 8.1.2 The Supplementary and other Conditions of the Agreement, if any, are as follows:
(Either list applicable documents below or refer to an exhibit attached to this Agreement.)

Title of the Supplementary and Other Conditions exhibit:

§ 8.1.3 The Project Criteria, including changes to the Project Criteria proposed by the Design-Builder, if any, and accepted by the Owner, consist of the following:
(Either list applicable documents and their dates below or refer to an exhibit attached to this Agreement.)

Title of the Project Criteria exhibit:

§ 8.1.4 The Design-Builder's Proposal, dated [REDACTED], consists of the following:
(Either list applicable documents below or refer to an exhibit attached to this Agreement.)

Title of the Design-Builder's Proposal:

§ 8.1.5 Amendments to the Design-Builder's Proposal, if any, are as follows:
(Either list applicable documents below or refer to an exhibit attached to this Agreement.)

Title of the Amendments to Design-Builder's Proposal exhibit:

§ 8.1.6 The Addenda, if any, are as follows:
(Either list applicable documents below or refer to an exhibit attached to this Agreement.)

Title of the Addenda exhibit:

§ 8.1.7 Exhibit A, Terms and Conditions as modified.

(If the parties agree to substitute terms and conditions other than those contained in AIA Document A141-2004, Exhibit A, Terms and Conditions, then identify such terms and conditions and attach to this Agreement as Exhibit A.)

§ 8.1.8 Exhibit B, Determination of the Cost of the Work, if applicable as modified.

(If the parties agree to substitute a method to determine the cost of the Work other than that contained in AIA Document A141-2004, Exhibit B, Determination of the Cost of the Work, then identify such other method to determine the cost of the Work and attach to this Agreement as Exhibit B. If the Contract Sum is a Stipulated Sum, then Exhibit B is not applicable.)

§ 8.1.9 Exhibit A.11, Insurance and Bonds, if applicable as modified.

(Complete AIA Document A141-2004, Exhibit A, Insurance and Bonds or indicate "not applicable.")

§ 8.1.10 Other documents, if any, forming part of the Design-Build Documents are as follows:
(Either list applicable documents below or refer to an exhibit attached to this Agreement.)

Title of the Other Documents exhibit:
UNLV Design, Construction and Sustainability Standards found at:
http://facilities.unlv.edu/plancon/sustainability_standards.html

ADD APPROPRIATE SIGNATURE PAGE!



SIGNATURE PAGE FOR OVER \$1 MILLION

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed the day and year first above written.

(1) CONTRACTOR

DATE APPROVED: _____

(Signature)

(Printed name and title)

(2) OWNER - BOARD OF REGENTS OF THE NEVADA
SYSTEM OF HIGHER EDUCATION ON BEHALF
OF THE UNIVERSITY OF NEVADA, LAS VEGAS

DATE RECOMMENDED: _____

(Signature)

David S. Frommer, AIA
Executive Director of Planning and Construction

(3) OWNER - BOARD OF REGENTS OF THE NEVADA
SYSTEM OF HIGHER EDUCATION ON BEHALF OF
THE UNIVERSITY OF NEVADA, LAS VEGAS

DATE RECOMMENDED: _____

(Signature)

Gerry J. Bomotti
Senior Vice President of Finance and Business

(4) OWNER - BOARD OF REGENTS OF THE
NEVADA SYSTEM OF HIGHER EDUCATION ON
BEHALF OF THE UNIVERSITY OF NEVADA, LAS
VEGAS

DATE RECOMMENDED: _____

(Signature)

Neal J. Smatresk
President

(5) OWNER -
NEVADA SYSTEM OF HIGHER EDUCATION

DATE APPROVED: _____

(Signature)

Daniel J. Klaich
Chancellor, Nevada System of Higher Education

APPROVED AS TO LEGAL FORM:
DATE: _____

BY: _____
(Signature)
Elda Luna Sidhu, General Counsel



SIGNATURE PAGE FOR OVER \$400,000 UP TO & INCLUDING \$1 MILLION

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed the day and year first above written.

(1) CONTRACTOR

DATE APPROVED: _____

(Signature)

(2) OWNER - BOARD OF REGENTS OF THE NEVADA
SYSTEM OF HIGHER EDUCATION ON BEHALF OF
THE UNIVERSITY OF NEVADA, LAS VEGAS

DATE RECOMMENDED: _____

(Signature)

David S. Frommer, AIA
Executive Director of Planning and Construction

(3) OWNER - BOARD OF REGENTS OF THE NEVADA
SYSTEM OF HIGHER EDUCATION ON BEHALF OF
THE UNIVERSITY OF NEVADA, LAS VEGAS

DATE RECOMMENDED: _____

(Signature)

Gerry J. Bomott
Senior Vice President of Finance and Business

(4) OWNER - BOARD OF REGENTS OF THE NEVADA
SYSTEM OF HIGHER EDUCATION ON BEHALF OF
THE UNIVERSITY OF NEVADA, LAS VEGAS

DATE APPROVED: _____

(Signature)

Neal J. Smatresk
President

APPROVED AS TO LEGAL FORM:
DATE: _____

BY: _____

(Signature)
Elda Luna Sidhu, General Counsel

SIGNATURE PAGE FOR UP TO & INCLUDING \$400,000

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed the day and year first above written.

(1) CONTRACTOR

DATE APPROVED: _____

(Signature)

(Printed name and title)

**(2) OWNER - BOARD OF REGENTS OF THE NEVADA
SYSTEM OF HIGHER EDUCATION ON BEHALF OF
THE UNIVERSITY OF NEVADA, LAS VEGAS**

DATE RECOMMENDED: _____

(Signature)

David S. Frommer, AIA
Executive Director of Planning and Construction

**(3) OWNER - BOARD OF REGENTS OF THE NEVADA
SYSTEM OF HIGHER EDUCATION ON BEHALF OF
THE UNIVERSITY OF NEVADA, LAS VEGAS**

DATE APPROVED: _____

(Signature)

Gerry J. Bomotti
Senior Vice President of Finance and Business