

UNLV | PURCHASING & CONTRACTS

BUSINESS CENTER SOUTH THE NEVADA SYSTEM OF HIGHER EDUCATION ("NSHE"), ON BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS ("UNLV")

INVITATION FOR BID NO. 5204-BC UNLV DINING COMMONS HVAC REPLACEMENT UPGRADE

NEVADA STATE LABOR COMMISSION PWP NUMBER: CL-2015-384

RELEASE DATE: SEPTEMBER 14, 2015

MANDATORY PRE-BID AND SITE WALK: SEPTEMBER 18, 2015 AT 9:00 A.M.

LOCATION: Dining Room Commons (DIN1502) UNLV 4505 Maryland
Parkway, Las Vegas, NV 89154

LAST DAY FOR QUESTIONS: SEPTEMBER 22, 2015

LAST DAY FOR ADDENDA : SEPTEMBER 23, 2015

OPENING DATE, TIME and LOCATION: SEPTEMBER 28, 2015 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: Las Vegas Review-Journal
SEPTEMBER 13, 2015

A Mandatory Pre-Bid" Conference and Site Walk will be held on the date and at the time and location noted above. An additional site visit may be held at the discretion of the UNLV Project Coordinator. All bidders must stay for the entire mandatory site visit, in order to qualify to bid on this project.

Sealed bids, **one original and one copy** and **one** electronic copy, subject to the terms, conditions and specifications herein stipulated and/or attached hereto, will be publicly opened as stated above. **All bids must be received on or before this date and time to be considered.** Bids may be mailed or hand delivered to the address above. Please go to <http://maps.unlv.edu/> to view a map of the UNLV campus.

This Project has been estimated to cost approximately 450,000.00.

Bid # 5204-BC
PWP# CL-2015-384

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.

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

Brandy Candelaria, Contracts Administrator
Brandy.candelaria@unlv.edu
(702)895-0969
Fax: (702) 895-3859

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
SUBMISSION INSTRUCTIONS

UNLV invites you to submit a bid on the material and/or services specified within this Invitation for Bid. Please read carefully all instructions, general terms and conditions, purchase order terms and conditions, scope of work and/or specifications, pricing response form, bid response form, sample insurance, and contract. Failure to comply with the instructions, terms and conditions, scope of work and/or specifications, of the Invitation for Bid may result in your bid being declared non-responsive.

1. DEFINITIONS

- a) **Addendum:** A written document issued by the Owner, via the Purchasing and Contracts Department, prior to the submission of Bids which modifies or clarifies the Bid Documents by additions, deletions, clarifications, and/or corrections.
- b) **Agreement:** The AIA Form 105, as modified, that is attached hereto as Exhibit F with the Bidder information deemed inserted into the highlighted sections.
- c) **Authorized Representative:** A person designated by the Governing Body to be responsible for the development and award of the Contract for the public work.
- d) **Bidder(s):** A Prime Contractor who submits a Bid to the Owner for a project.
- e) **Bid Documents:** Include but are not limited to, the Invitation for Bid, Instructions to Bidders, General Conditions, Special Conditions, Contract Requirements and Bid Forms/Attachments, Exhibits, Specifications/Special Provisions and Drawings, Pricing Response Form, and any Addenda issued prior to the date designated for receipt of Bids, as applicable.
- f) **Bid Form(s):** The Bid Response Form pages, Bid security, and any attachments.
- g) **Contract:** Contract documents include the Bid Documents, the Agreement, Contractor's Bid Form, all Addenda, Contractor's Bonds and Insurance, Subcontractor Notification letters and Notice of Award. In the event of a conflict, the terms and conditions of Sections A and B of the Bid Documents shall prevail over any other Contract document.
- h) **Contractor:** The person or entity identified as such in the Contract and is referred to throughout the Contract documents as Contractor or successful Bidder. Contractor shall mean the Prime Contractor or its authorized representative as defined by Nevada Revised Statutes Chapter 338.
- i) **Owner or UNLV:** The term used throughout these documents will mean the Board of Regents of the Nevada System of Higher Education ("NSHE"), on behalf of the University of Nevada, Las Vegas ("UNLV").
- j) **Subcontractor or Independent Contractor:** Any individual, agent, firm, sole proprietor, or corporation to whom the Prime Contractor subcontracts any part of the project. There is no contractual relationship between the Owner and the above-mentioned Subcontractor who perform work or services for the Prime Contractor.
- k) **Successful Bidder:** Bidder who is the lowest responsive, responsible and/or best bidder, to whom UNLV or the authorized representative has authorized the award of the Contract.

2. BID PREPARATION AND SUBMISSION

- a) Each Bidder by submitting their Bid represents that: (i) Bidder has read and understands the Bid Documents and asserts that its Bid is made in accordance therewith and shall be considered a firm offer for a period of 120 calendar days following the opening of bids. The Bidder's offer may expire at the end of the 120 calendar day's period; (ii) Bidder has visited the project site and is familiar with the local conditions under which the work is to be performed; (iii) prior to submission of the Bid, the Bidder shall ascertain that it has received all Addenda issued and shall acknowledge receipt of each Addendum by completing the acknowledgment space provided on the Bid Form; and (iv) Bidder 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 whether said provisions are explicitly stated or incorporated by this reference.
- b) If it becomes necessary to revise any part of this Invitation to Bid, a written addendum will be posted on <http://go.unlv.edu/purchasing/solicitations> and available for all bidders to download. UNLV is not bound by any oral representations, clarifications, or changes made in the written specifications by UNLV employees, unless such clarification or change is provided to bidders in written addendum form from the Purchasing Department.
- c) Bids are to be submitted on the Pricing Response Form provided or true copies thereof and must be manually signed in ink. If any erasures or changes appear on the form, each such correction must be initialed by the person signing the bid. Bidders shall include with their Bid Forms the necessary documents or attachments as required in this document. : The Bid Form, all Stipulated Bid Attachments, and the Bid Security, shall be included in the envelope containing the bid. Omission of, or failure by a Bidder to complete any portion of the required documents, or fail to include them in the Bid envelope at the time of Bid Opening, may be cause to reject the Bid. All figures must be written in ink or typewritten. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail.
- d) Bids must be accompanied by a bid bond, certified check, or cashier's check in the amount of five percent (5%) of the bid amount ("Bid Security").
- e) Each bid, acknowledging all addenda issued, must be sealed and submitted in an envelope with the Pricing and Bid Response Form and must indicate the correct legal name of the bidder (as it appears on its formation documents), bid number, title as listed on the first page of this Invitation, and date and time of opening on the outside of the envelope. **Telegraph, facsimile, email or telephone bids will not be considered.**
- f) No responsibility will attach to UNLV or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open, a bid not properly addressed and identified.
- g) Alterations, modifications or variations may not be considered unless authorized by this document or by an addendum.
- h) All equipment or supplies shall be new, and of the manufacturer's current model unless specified herein.
- i) Bidders shall take no advantage of any apparent error or omission in the Bid Documents. In the event the Bidders discover such an error or omission or other irregularity, they 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 Bid Documents through the issuance of an Addendum.

- j) Altering the invitation and bid form may render the bid null and void.
- k) All bidders, by signing the **Bid Response Form**, certify that they agree to the terms and conditions set forth in this IFB and attached contract unless otherwise stated.
- l) UNLV accepts no responsibility or liability for any costs incurred by a Bidder prior to the execution of the contract.
- m) UNLV reserves the right to reject any and all bids in whole or in part, and to waive minor irregularities and omissions, whereby the best interests of the Nevada System of Higher Education would be served.
- n) 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; 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-2015-384. 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.

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.
- o) For Projects exceeding \$100,000 and upon Notice of Intent to Award, the Successful Bidder must obtain Performance and Payment bonds equivalent to the amount bid. Bonds may be in the format attached or may use AIA Formats. Bonds must be submitted within five days of receiving the Notice of Award. Required bonds and insurance must be furnished prior to the Contract being awarded and becoming binding.
 - p) The Successful Bidder will be required to submit proof of insurance at the limits identified in the Contract.
 - q) 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. Bidders for this work must be qualified and properly licensed to perform the particular work pursuant to the provisions of the Nevada Revised Statutes Chapter 624. Failure to comply shall result in rejection of the Bidder. Nevada Contractor's License number and dollar limit must be indicated on the Bid Form page. Should there be a protest regarding the applicability of the low Bidder's Contractor's license to the scope of the project, it shall be the low Bidder's responsibility to obtain an opinion from the State Contractor's Board at its next meeting. **Bidders are reminded that, per Nevada Revised Statutes, bidding on a contract for work in excess of its limits or beyond the scope of its license is grounds for disciplinary action by the State Contractors Board.**
 - r) The Bidder(s) agree to furnish documentation as permitted by NRS 338.140(d) if requested by Owner.
 - s) The Bidder(s), and the successful Contractor(s), and their Subcontractor/Independent Contractors, shall comply with all provisions of Nevada Revised Statutes, Chapter 624, during the bidding phase and Nevada Administrative Code, Chapter 624, through completion of the project.

3. SUBCONTRACTOR/INDEPENDENT CONTRACTOR

- a) The Bidder shall be bound by and comply with the applicable provisions Nevada Revised Statutes Chapter 338 pertaining to Subcontractors and shall provide within its Bid proposal, the name of each Subcontractor which will be paid an amount exceeding five percent (5%) of the total base Bid amount. Bidder must verify prior to submitting its Bid that all Subcontractors listed are properly licensed.

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

- (1) The name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid an amount exceeding \$250,000.
 - (2) If any one of the contractors who submitted one of the three lowest bids will employ a first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will not be paid an amount exceeding \$250,000, the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid 1 percent of the prime contractor's total bid or \$50,000, whichever is greater.
- a) The Bidder shall be bound by and comply with the applicable provisions Nevada Revised Statutes Chapter 338 pertaining to Subcontractors. The Owner will provide on the Bid Form pages a list of the labor or portions of the public work, which are estimated by the Owner to exceed three percent (3%) of the estimated cost of the public work. Each Bidder shall include the name of each Subcontractor who will provide such labor or portion of the public work on that required list and submit it as part of its Bid proposal.
- b) A prime contractor shall include his or her name on the list. If the prime contractor will perform any work which is more than 1 percent of the prime contractor's total bid and which is not being performed by a subcontractor, the prime contractor shall also include on the list:
- (1) A description of the labor or portion of the work that the prime contractor will perform; or
 - (2) A statement that the prime contractor will perform all work other than that being performed by a subcontractor listed.

- c) Following are detailed delivery instructions for **Subcontractors List**:

Hand Delivery:

E-Mail: brandy.candelaria@unlv.edu

University of Nevada, Las Vegas
4505 Maryland Parkway
Campus Services Building, Room 235
Las Vegas, NV 89154-1033

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

- d) If a Prime Contractor does not submit the list(s) required above, its Bid may be deemed not responsive as provided in the NRS 338.141. Any Bidder or Subcontractor questioning licensing or

utilization of any Subcontractor(s) shall direct their inquiries to the Nevada State Contractors' Board with a copy of all correspondence to the Owner. The Owner will not conduct any investigations regarding the Bidders' (Prime Contractor) relationships with Subcontractors.

- e) Contractor shall not substitute any person for itself or a Subcontractor who is named on the required list(s) except as provided pursuant to NRS 338.141.
- f) If a Contractor substitutes a Subcontractor for any Subcontractor who is named in the Bid without complying with the provisions of NRS 338.141; the Contractor shall forfeit, as a penalty to the Owner, an amount equal to one percent (1%) of the total amount of the contract.
- g) If a Contractor indicated pursuant to NRS 338.141 that he or she would perform a portion of work on the public work and, after the submission of the Bid, substitutes a Subcontractor to perform such work; the Contractor shall forfeit as a penalty to the Owner, the lesser of, and excluding any amount of the contract attributable to change orders the following:
 - (1) An amount equal to 2.5 percent of the total amount of the contract; or
 - (2) An amount equal to 35 percent of the estimate by the engineer of the cost of the work the contractor indicated pursuant to NRS 338.141 that he or she would perform on the public work.

4. ALTERNATE BRAND/SPECIFICATION REQUEST

- a) Prior to proposing any substitute material, product, or service, Contractor shall satisfy itself that the material, product, or service proposed is, in fact, equal to that specified. Contractor may only request a substitution if a material or product will fit into the space allocated, affords comparable ease of operations, maintenance and service, that the appearance, and longevity is equal to or better than the material or product specified; or that the substitution of such material, product, or service by reason of cost savings, reduced construction time, or similar demonstrable benefit will be in Owner's interest.
- b) The burden of proof of equality of a proposed substitution for a specified material, product, or service shall be upon Contractor. Contractor shall support its request with sufficient test data and other means to permit Owner to make a fair and equitable decision on the merits of the proposal. Contractor shall submit drawings, samples, data and certificates for proposed substitute materials. Any material, product, or service by a manufacturer other than those specified or of brand name or model number or of generic species other than those specified will be considered a substitution. Owner will be the sole judge of whether or not the substitution is equal in quality, utility and economy to that specified.
 - (1) Approval of a substitution shall not relieve the Contractor from responsibility for compliance with all requirements of the Contract. Contractor shall bear the expense for any changes in other parts of the work caused by any substitutions.
 - (2) Materials, products or service proposed as substitutions for specified items shall be supported by certification of their approval for use by any or all governmental agencies having jurisdiction over use of the specific material, product or service.
- c) Substitutions will not be permitted in those instances where the product is intended to accommodate artistic design, specific function or economy of maintenance.
- d) Should the Contractor wish to use any material, product, or service other than those specified by brand or trade name, it shall, within **7 calendar days** after award of the contract, submit to the Owner, a written request for substitution accompanied by all data necessary for Owner to determine whether the requested substitution is equal to the specified material, product, or service. If the

Contractor fails to submit written requests within **7calendar days** after the award of the contract, no substitutions will be allowed. The submission of a request to substitute a material, product, or service gives rise to no obligation on the part of the Owner to accept such substitute, or to determine such substitute to be the equal of that specified.

- e) The Owner will have a reasonable amount of time to review requests for substitution. Should the substitute be acceptable to the Owner, an authorization will be written allowing the provision of the substitute material, product, or service. No substitution will be allowed which will increase the Contract amount.

5. **DISCLOSURE RESTRICTIONS**

- a) The contents of your bid or other information submitted to the UNLV are subject to public release, upon request, after the Contract award.
- b) The contents of your bid or other information submitted to UNLV are subject to public release under Nevada law, upon request, after the Contract award. The bidder shall mark as "proprietary" those parts of its proposal that it deems confidential and proprietary. However, the bidder is alerted that this marking is advisory only and not binding on UNLV. If there is a request from the public to inspect any part of the bid so marked, UNLV will advise the bidder and request written, legal justification in support of the "proprietary" marking. **Prices are not considered proprietary and should not be marked as so.** If UNLV determines, after receipt of the written, legal justification, that the material is subject to disclosure under Nevada law, the bidder will be notified.

6. **LATE BIDS**

Formal, advertised bids indicate a time (based on the time clock at the UNLV Purchasing and Contracts Department front desk) by which the bids must be received in the Purchasing Department. Bids received after that time will be rejected or returned unopened upon request by, and at the expense of the bidder. Bidder 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.

7. **PUBLIC OPENING OF BIDS**

Bids will be opened and read publicly at the time and place indicated in the Invitation to Bid. Prospective bidders, their authorized agents and other interested parties are invited to be present. The total sum read shall be subject to the provisions of determination of the lowest bid and/or best bid as outlined under the "Award of Contract" paragraph. Information read is subject to verification.

6. **WITHDRAWAL OF BID**

Any prospective bidder may request withdrawal of a posted, sealed bid prior to the scheduled bid opening time provided the request for withdrawal is submitted to the Purchasing Department in writing, or presents themselves in person with proper identification to the Purchasing Department and verbally requests the bid be withdrawn and signs for its receipt.

SECTION B
GENERAL TERMS AND CONDITIONS

1. **ACCEPTANCE PERIOD**

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

2. **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 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) Award shall be made to the lowest responsive and responsible bidder and/or best bidder after giving due consideration to price; bidder preference, if applicable; quality; availability; conformance to specifications, financial capability and service, including such things as life cycle cost, if applicable, all in the best interests of the requesting department and UNLV and in accordance with the applicable requirements of the Nevada Revised Statutes.

b) UNLV intends to award this as a complete turnkey project; partial bids may not be accepted unless determined to be in UNLV's best interest. UNLV reserves the right to reject any and all bids in whole or in part, and to waive minor irregularities and omissions, whereby the best interests of the UNLV would be served.

c) A formal contract will be signed by the successful bidder and UNLV to perform this service.

d) The terms and conditions contained in the attached Agreement or, in the sole discretion of UNLV, terms and conditions substantially similar to those contained in the contract, will constitute and govern any agreement that results from this IFB. If bidder takes exception to any terms or conditions set forth in the contract, bidder will submit a specific list of the exceptions as part of its response to this IFB. Proposer's exceptions will be reviewed by UNLV and may result in disqualification of bidder's offer as non-responsive to this IFB. If bidder's exceptions do not result in disqualification of bidder's response, then UNLV may consider bidder's exceptions when UNLV evaluates the bidder's response.

e) If after the award the bidder fails to furnish the items as listed on the purchase order, that bidder may be removed from our bidder list for a period of one year.

4. **COMPLIANCE**

Bidders 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**

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

6. **CONFLICT OF INTEREST**

Persons or firms submitting an offer on this Invitation are certifying that they have had no contact with an employee or member of the NSHE in any manner which would give that company or person submitting such an offer, any advantage over any other company or person submitting an offer. 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 offer 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 BIDDERS**

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

- a) Failure to use the bid form furnished by the UNLV.
- b) Lack of signature by an authorized representative on the bid form.
- c) Failure to properly complete the bid.
- d) Evidence of collusion among bidders.
- e) Unauthorized alteration of bid form.
- f) Failure to submit requested documents required in bid terms, conditions and specifications.
- g) Failure to furnish proof of receipt of any addendum pertaining to that particular bid project.
- h) Any bidder who has defaulted on prior contracts or is guilty of misrepresentation by any member of that particular firm.
- i) Omission of Bid Security, in an acceptable form.
- j) Reports of poor performance on previous contracts.
- k) Bidder is not a qualified bidder pursuant to NRS 338.1379.

- l) Bidder is not responsive or responsible.
- m) The quality of service, materials, equipment or labor offered does not conform to the approved plans or specifications.
- n) The public interest would be served by such a rejection.
- o) UNLV reserves the right to waive any minor informality or irregularity.

9. **FREIGHT TERMS**

All bids involving transportation of materials must include transportation charges. Freight charges cannot be accepted as an estimated cost item. Transfer of Title for goods will be the FOB destination, as stated. Any bid submitted with FOB point other than as stated, or freight charges listed as a separate or estimated item, may be cause for disqualification of the bid.

10. **INSPECTION AND ACCEPTANCE**

Inspection and acceptance will be made at destination.

11. **MANUALS**

In conjunction with performance of the contract, contractor will be required to furnish the following manuals, if applicable:

Parts Manual	As Built Drawing on a CD in PDF Format
Installation Manual	Operating Manual/Instructions
Training Manual	Warranty documentation

12. **PAYMENT TERMS; RELEASE OF RETENTION; WAGE DISCLOSURE; CHANGE ORDERS**

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 bidder shall not be due any interest or penalty on any unpaid amounts. Interest on outstanding amounts shall be payable only as required by Nevada Revised Statutes Chapter 338.

B 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.

Contractor must include in its Bid for incorporation into the Contract the hourly and daily rate of wages to be paid each of the classes of mechanics and workers employed on the project.

The Contractor shall comply with all provisions and conditions which are required by the Contract for change order(s). A copy of the form of Change Order is attached hereto. No extra work, additions, alterations, including changes in price will be paid by Owner unless agreed to and performed pursuant to and in accordance with a written and properly authorized change order.

13. **PROTESTS**

Any Bidder 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 the date the recommendation to award a contract is issued by the Owner or authorized representative. 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 from the date of the letter issued by 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:

- 1) The name, address, and telephone number of the protester,
- 2) The signature of the protester,
- 3) Identification of the solicitation title and number being protested,
- 4) A detailed written statement setting forth the specific reasons the Bidder submitting the protest believes the applicable provisions of the law were violated. (copies of relevant documents should be included), and
- 5) The form of relief requested.

The Bidder filing the protest shall be required, at the time the protest is filed, to post a bond with a good and solvent surety authorized to do business in this state, or submit other security, defined as a cashier's check, money order or certified check, to the Owner who shall hold the bond or other security until a determination is made on the protest. A bond posted or other security submitted with the protest must be in an amount equal to the lesser of:

- A. 25% of the total value of the base bid submitted by the Bidder filing the protest; or
- B. \$250,000.

The protest filed in accordance with these provisions operates as a stay of action in relation to the award of this contract until a determination is made by UNLV on the protest.

An unsuccessful Bidder may not seek any type of judicial intervention until UNLV has made a determination on the protest and awarded the Contract.

Neither UNLV nor the authorized representative is liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a Bidder, whether or not the person files the protest pursuant to this clause.

If the protest is upheld, the bond posted or other security submitted with the protest must be returned to the Bidder who submitted the protest. If the protest is rejected a claim may be made against the bond or other security by UNLV in an amount equal to the expenses incurred by UNLV because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the Bidder who posted the bond or submitted the security.

14. **SMALL AND LOCAL BUSINESS CONCERNS REPORTING REQUIREMENTS**

UNLV supports equal opportunity for minority owned, women-owned, and other small disadvantaged business enterprises (MWDBE) to compete for contracts awarded by UNLV. UNLV also supports efforts to encourage local businesses to compete for UNLV contracts. In addition, UNLV supports finding opportunities for such MWDBE and local business concerns to participate as subcontractors or Tier 2 suppliers in large contracts. A "tier 2 supplier" or subcontractor is a supplier who is contracted for goods or services with the prime contractor, and may include, but is not limited to (MWDBE) and local business enterprises.

a) In compliance with NSHE policy, a Proposer responding to any RFP 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 the following reporting information in its response:

(1) Proposer's historical and anticipated commitment to Tier 2 MWDBE and local business enterprises. At a minimum, Proposer 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 RFP is issued.

(2) A listing of Tier 2 suppliers, including local 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 RFP. 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 certification of such status including the entity granting the certification if applicable

(3) This is a reporting requirement and will not be used for evaluating any Proposal. However, failure to provide a complete Proposal in response to this RFP could result in rejection of the submittal as incomplete.

b) Any award from this RFP that results in a contract for goods or services that is **anticipated to exceed \$1,000,000 at any time during the life of the contract** will require the Proposer to provide, at a minimum, annual reports listing expenditures with MWDBE and Local Subcontractors. These reports pertain only to expenditures that are directly attributable to the UNLV prime Contract. The report shall contain the following information:

- The name, city and state; type of Tier 2 status (local, women owned, minority/and or disadvantaged); 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
- A description of the goods or services purchased
- The amount of expenditures with the subcontractor attributed to the prime contract for the most recent completed fiscal year (July 1 through June 30)
- The reporting information must be available to UNLV by September 15

c) Definitions

(1) 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.

(2) 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.

- (3) 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.
- (4) 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.
- (5) Definition of Disabled Veteran Business Enterprise (DVBE). "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.
- (6) 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.

d) All Proposers, by signing this RFP Response Form, certify that they are an Equal Opportunity/Affirmative Action Employer, unless otherwise stated.

15. **SUBSTANTIAL COMPLETION**

In the event Substantial Completion is not achieved by December 31, 2015 except as result only of delays for which the Owner is chargeable under the Contract Documents or from Unavoidable Delay, Construction Manager agrees that Owner shall have the right to deduct from any sums due to Construction Manager hereunder the sum of two hundred fifty dollars (\$250.00) 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) Construction Manager 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 Construction Manager 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 Construction Manager'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 Construction Manager). In no event shall the application to Construction Manager of any applicable law, regulation, rule or other governmental requirement constitute an Unavoidable Delay. Construction Manager shall use reasonable good faith efforts to notify Owner not later than five (5) days after Construction Manager 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.

16. **SUSTAINABILITY**

- a) A key focus of the 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 the UNLV is involved. It is important that bidders share this commitment as well. Therefore, sustainable goods and services should be offered whenever available and specifically when required in the bidding documents.
- b) The UNLV may request the successful bidder to provide reports related to sustainability on all goods and services provided under this bid. 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.

17. **TAXES, LICENSES AND PERMITS**

- a) It is the Contractor's 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 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.
- 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. For contracts in excess of \$25,000, a business license number and information demonstrating good standing with the State of Nevada is required.

- c) At the time of submitting the Bid, Bidders 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.

18. **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 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.

19. **CLOSE-OUT DOCUMENTATION**

As a part of the required contract close-out documentation, Contractor shall submit a Summary Report of Material Suppliers and Subcontractors listing the name of the Subcontractor, Bid item or work performed, the Business Enterprise Group (BEG), Ethnicity Status, and Value of the contracts.

20. **Federal, State, Local Laws.**

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.

Bidder 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.

21. **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.

22. **PREFERENCE IN BIDDING**

- a) The Owner shall award the Contract to the Bidder who submits the best Bid as defined by NRS 338.1389 and, in doing so will consider the Bidder's eligibility for a bidding preference. Eligibility for the preference will be established if the Bidder, at the time of Bid: 1) submits a valid certificate of eligibility from the State Contractor's Board; and 2) submits the "Affidavit Pertaining to Preference Eligibility" form, attached hereto as Attachment No. 3, within 2 hours after the completion of the opening of the Bid by the Owner, included as part of the Bid Documents and hereafter incorporated into the Contract.
 - b) If the Contractor submitted, within 2 hours after the completion of the opening of the Bid, a signed and notarized "Affidavit Pertaining to Preference Eligibility" form, and fails to comply with any of the requirements certified in the Affidavit, such failure is a material breach of the Contract and entitles the Owner to liquidated damages in the amount of one percent (1%) of the Contract Price.
 - c) A person who submitted a Bid who believes that the Contractor that obtained a preference bidding by submitting within 2 hours after the completion of the opening of the bids a signed and notarized Affidavit has failed to comply with a requirement certified in the Affidavit, may file a "written objection" in accordance with the provisions of NRS Chapter 338.0117 with the Owner that sets forth proof or substantiating evidence to support the belief of the person or entity that the Contractor has failed to comply. The objection will be handled in accordance with the requirements of 338.0117.
 - d) The provisions of the Affidavit are deemed incorporated into the Contract. Any failure to comply with the provisions of the Affidavit entitles UNLV to a penalty in accordance with NRS 338.0117.
 - e) The awarded Contract shall include and Contractor shall include in each contract between Contractor and a Subcontractor and shall require each Subcontractor to include in each contract with a lower tier Subcontractor the following provisions :
 - (i) 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 of the cost of the largest contract to which he or she is a party;
 - (ii) The right to recover the amount determined pursuant to paragraph (a) by the public body pursuant to subsection 5 may be enforced by the public body directly against the party that caused the failure to comply with a requirement of paragraphs (a)-(d), inclusive, of subsection 1; and
 - (iii) No other party to the contract is liable to the public body for a penalty.
23. **DISPUTES.** 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 Section 22, 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.
24. **GENERAL.** Contractor and each Subcontractor must comply with the applicable requirements of Nevada Revised Statutes Chapter 338. To the extent a provision of this Contract is prohibited by the NRS it is hereby deemed modified to the extent necessary to comply with the provisions of NRS. To the extent a provision of the NRS is required to be inserted into this Contract it is deemed inserted.

SECTION C
MISCELLANEOUS TERMS

1. **CANCELLATION** Owner reserves the right to cancel this order without cause at any time. An equitable adjustment in price and/or delivery schedule will be negotiated for products completed or in process at the time of the cancellation, but in no event shall Owner be required to pay more than Contractor's actual cost of labor and supplies consumed to the point of cancellation.
2. **DELIVERY** Delivery must be made within the time stated and only to the destination stated on this order. If Contractor fails to deliver on time, Owner reserves the right to purchase elsewhere, and may reject goods and services not delivered or furnished on the date specified on this order.
3. **GOVERNING LAW** Seller agrees that the laws of the State of Nevada shall govern the validity, construction, interpretation, and effect of this order. Any and all disputes arising out of or in connection with the order shall be litigated only in the 8th Judicial District Court in and for Clark County, State of Nevada, and Seller hereby expressly consents to the jurisdiction of said court.
4. **HAZARDOUS MATERIALS** Sellers furnishing supplies which contain hazardous materials must label each container listing the identity of such material. Each carton or package must also be identified on the outside with the appropriate hazard warning. Seller must furnish the necessary MSDS for each chemical, substance or product listed on this order. The Purchase Order Number must appear on all MSDS material pertaining thereto.
5. **INDEMNIFICATION** Seller, shall indemnify, defend and hold harmless NSHE/BCS from and against any and all liabilities, claims, losses, lawsuits, judgments and or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by the Seller or any of its officers, employees and agents, which may occur during or which may arise out of the performance of this order.
6. **INSURANCE** All Seller's performing work on NSHE/BCS premises are required to provide evidence of coverage for Worker's Compensation, General Liability; Automobile Liability and Professional Liability if applicable all in the minimum limits as required.
7. **INVOICES** Submit invoice(s) as instructed on the face hereof immediately upon delivery or completion of order. The purchase order number must be referenced on the invoice.
8. **PRICE WARRANTY** Seller warrants that the price(s) for the items or services sold hereunder are not less favorable than those extended to any other customer (whether government or commercial) for the same or similar items or services in similar quantities. In the event the Seller reduces its price(s) for such items or services during the term of this order, Seller agrees to reduce the price(s) hereof accordingly. Seller warrants that price(s) shown on this order shall be complete and no additional charges of any type shall be added without express written consent from NSHE/BCS.
9. **PROMPT PAYMENT DISCOUNT** Seller's prompt payment discount is to be calculated from date of receipt of shipment, completion of services or date of receipt of correct invoice, whichever is later.
10. **PURCHASE ORDER NUMBERS** NSHE/BCS purchase order numbers must appear on all packing slips, shipping documents, labels, and invoices.

11. QUANTITY AND QUALITY

The quantity term stated on this order shall be complied with strictly, as stated. The Seller warrants that all goods, materials, or work furnished are of reasonable average quality and would meet such a standard of description in the trade.

13. STANDARDS AND REGULATIONS – FEDERAL AND STATE

In performance of the order, Seller shall comply with all federal, state and local laws, rules, ordinances and regulations, and all materials and work or services furnished hereunder shall be produced or furnished in full and complete compliance therewith.

14. TERMINATION FOR DEFAULT

In the event of the Seller's default hereunder, NSHE/BCS may exercise any or all legal rights available, both at law or in equity. The prevailing party shall be entitled to attorneys' fees and costs. A breach or default may be declared with or without termination. The Seller's obligations that by their terms would ordinarily be expected to survive a termination or an order will survive indefinitely.

16. WARRANTY

Seller expressly warrants that all items or services covered by this order will conform to the drawings, specifications or samples (if any) or other description furnished by NSHE/BCS. All items or services will be fit and sufficient for the purpose intended as an implied warranty of merchantability.

SECTION D
SCOPE OF WORK/SPECIFICATIONS

1. **Detailed Drawings and Specifications:** PDF copies of the Bid Specifications of this project are attached as Exhibit B, Project Structural Calculations and Exhibit C Project Construction Documents. They are attached to this IFB on-line at <http://go.unlv.edu/purchasing/solicitations>, and at the following plans rooms:

Construction Notebook
McGraw-Hill Construction Dodge
Sierra Plan Room


2. **Project Completion Date:** Substantial completion of this Project must be no later than December 31, 2015.
3. **Liquidated Damages** in the amount of \$250.00 per day will be levied for each day the project is not completed after the required Project Completion Date.

Contractor shall provide and install new HVAC upgrades as detailed in the Bid Documents, construction documents Exhibit B Project Structural Calculations dated July 2015 and Exhibit C Project Construction Documents dated June 24, 2015 attached hereto.

Project includes all mechanical, electrical, architectural and structural modifications necessary to provide a complete project and to meet the requirements of the construction documents, including the attached specifications. Contractor shall protect all existing equipment, structure and finishes and repair any damages. Contractor shall assume normal daytime working hours for majority of the project, except as noted. Work in ceilings above the kitchen will have to occur before or after daily kitchen operations (operation hours 5am-11pm). Setting of any equipment on roof will only occur when the building or that portion of the building is empty. Ceiling work in dining area can occur during working hours as long as the contractor controls the area below and provides a safe working environment.

The construction documents indicate the roofing system to be a Sarnafil roof, the existing roof is actually GAF Integrated Commercial Roofing system which is currently under warranty. All repairs/modifications to the existing roof must be done according to manufacture requirements in order to maintain existing warranty. Electrical service to the building will be upgraded as part of this Project. The Bid documents identify the electrical work necessary for this work to happen, NV energy is currently completing their design. All modifications must be compatible with the existing fire system. All design documents must be stamped and approved by the State Fire Marshall.

SECTION E
SAMPLE INSURANCE

		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.						
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER		CONTACT NAME:				
		PHONE (A/C, No, Ext):		FAX (A/C, No):		
		E-MAIL ADDRESS:				
		INSURER(S) AFFORDING COVERAGE		NAIC #		
INSURED		INSURER A:				
		INSURER B:				
		INSURER C:				
		INSURER D:				
		INSURER E:				
		INSURER F:				
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DEC: RETENTION \$	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ 500,000
	PROFESSIONAL LIABILITY <input type="checkbox"/> PROJECT SPECIFIC (IF APPLICABLE)					
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) ENDORSEMENTS/SPECIAL PROVISIONS						
CERTIFICATE HOLDER				CANCELLATION		
BOARD OF REGENTS NEVADA SYSTEM OF HIGHER EDUCATION 4505 MARYLAND PARKWAY LAS VEGAS, NEVADA 89154-1033				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
				AUTHORIZED REPRESENTATIVE		

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ACORD 25 (2014/01)

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SECTION F
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 _____, 2012.

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

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

Surety Name: _____
Contact Name: _____
Address: _____

Phone Number: _____
Fax Number: _____

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

SECTION G
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 _____, 2012.

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

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

Surety Name: _____
Contact Name: _____
Address: _____

Phone Number: _____
Fax Number: _____

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

SECTION H
SAMPLE CHANGE ORDER FORM

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

CHANGE ORDER

CHANGE ORDER NUMBER: _____

CONTRACTOR:

P.O. #: _____ Contract #: _____ Project. # _____
Account Number: _____

PROJECT: _____

Contractor is hereby authorized to make the following changes, subject to all terms and conditions set forth in of the above referenced Contract/Order.

ITEM #1:

REASON:

REQUESTED BY:

Item #1 is an (add, deduct, or zero) \$ _____

Calendar days (add, deduct, or zero): _____ days

ITEM #2:

REASON: _____

REQUESTED BY: _____

Item #2 is an (add, deduct, or zero) \$ _____

Calendar days (add, deduct, or zero): _____ days

Total amount of this Change Order (plus, minus, or zero): \$ _____

Original Contract Amount: \$ _____

Total Cost of Prior Change Orders: \$ _____

Adjusted Total Contract Cost: \$ _____

Original Contract Completion time: _____ Calendar Days

Bid # 5204-BC
PWP# CL-2015-384

Completion Time Adjusted by this Change Order: _____ Calendar Days
(plus, minus or zero)

Total Time Adjustments on Prior Change Orders: _____ Calendar Days
Revised Contract Completion Time: _____ Calendar Days

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the date last entered below (the "Effective Date").

APPROVED:

BY: _____
(Type in name of Contractor) Date

BY: _____
(Type in name of Architect/Engineer, if applicable) Date

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

RECOMMENDED:

BY: _____
Type in name and title Date

APPROVED:

BY: _____
Gerry J. Bomotti, Senior Vice President for Finance & Business Date

EXHIBIT A – DRAFT SAMPLE CONTRACT

DRAFT AIA® Document A105™ – 2007

Standard Form of Agreement Between Owner and Contractor for
a Residential or Small Commercial Project

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

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

Name:
Address:
Contact Information:
FTIN:

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

[AIA Form Docs](#)
n/a
N/A

The Architect:
(Name, legal status, address and other information)

Name:
Address:
Contact Information:
FTIN:

The Owner and Contractor 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.

State or local law may impose requirements on contracts for home improvements. If this document will be used for work on the Owner's residence, the Owner should consult local authorities or an attorney to verify requirements applicable to this Agreement.

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ARTICLE 1 THE CONTRACT DOCUMENTS

§ 1.1 The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, dated [redacted], and enumerated as follows:

Drawings:		
Number	Title	Date
[redacted]	[redacted]	[redacted]

Specifications:		
Section	Title	Pages
[redacted]	[redacted]	[redacted]

- .3 addenda prepared by the Architect as follows:
- | Number | Date | Pages |
|------------|------------|------------|
| [redacted] | [redacted] | [redacted] |

- .4 written orders for changes in the Work issued after execution of this Agreement; and

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- 5 other documents, if any, identified as follows:
~~The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Bid Documents, Drawings, Specifications, Addenda issued prior to execution of this Agreement, or other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the "Contract", and are as fully a part of the Contract as if attached to this Agreement or repeated herein~~

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The number of calendar days available to the Contractor to substantially complete the Work is the Contract Time. The date of commencement of the Work shall be the date of ~~this Agreement unless otherwise indicated below, the issuance of a Purchase Order and Notice to Proceed by the Owner.~~ The Contractor shall substantially complete the Work, no later than () calendar days from the date of commencement, subject to adjustment as provided in Article 10 and Article 11.
(Insert the date of commencement, if it differs from the date of this Agreement.)

~~In the event Substantial Completion is not achieved by the date specified above except as result only from delays for which the Owner is chargeable under the Contract Documents or from Unavoidable Delay, Contractor agrees that Owner shall have the right to deduct from any sums due to Contractor hereunder the sum of dollars (\$) for each day that Substantial Completion is actually delayed, provided, however that (i) Owner may 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) Contractor shall pay to Owner in cash any amounts which Owner is entitled to deduct in the event the remaining amount of funds due Contractor hereunder is less than the remaining amounts Owner has the right to deduct. Owner and Contractor 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 Contractor's reasonable control): war, insurrection, civil commotion, strikes, slowdowns, lock outs, riots, floods, 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). In no event shall the application to Contractor or any applicable law, regulation, rule or other governmental requirement constitute an Unavoidable Delay. Contractor shall use reasonable good faith efforts to notify Owner not later than five (5) days after Contractor knows of the occurrence of an Unavoidable Delay. An extension of time for an Unavoidable Delay shall only be for a period of the Unavoidable Delay, which period shall commence to run from the time of the commencement of the cause of the Unavoidable Delay.~~

ARTICLE 3 CONTRACT SUM

§ 3.1 Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

~~(\$)~~

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:
(Itemize the Contract Sum among the major portions of the Work.)

Portion of Work	Value

§ 3.3 Unit prices, if any, are as follows:
(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit
		\$0.00

§ 3.4 Allowances included in the Contract Sum, if any, are as follows:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
------	-------

§ 3.5 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 3.6 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work.

ARTICLE 4 PAYMENT

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, ~~as follows within thirty days.~~
(Insert below timing for payments and provisions for withholding retainage, if any.)

~~Interest on any amount due from Owner to Contractor, or from Contractor 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 status as Owner shall determine) or (iii) the maximum interest rate permitted by law. Under no circumstances, however, shall Contractor be entitled to interest on retainage.~~

~~Unless otherwise stated in the Agreement, all sums payable by Owner shall be subject to retainage of not less than ten percent (10%).~~

§ 4.2 Unless otherwise stated in this Agreement, all sums payable by the Owner shall be subject to retainage of not less than ten percent (10%). Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project District:

~~_____% per annum~~

ARTICLE 5 INSURANCE AND BONDS

§ 5.1 The Contractor shall provide Contractor's general liability and other insurance and bonds as follows:
(Insert specific insurance requirements and limits.)

§ 5.1.1 CONTRACTOR'S LIABILITY AND OTHER INSURANCE

~~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.~~

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§ 5.1.1.1 COMMERCIAL GENERAL LIABILITY AND UMBRELLA/EXCESS INSURANCE:

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.

~~§ 5.1.1.2 Intentionally Omitted/BUILDER'S RISK INSURANCE:~~

~~Builder's risk insurance in an amount equal to the value of the total construction cost by the Contractor.~~

§ 5.1.1.3 AUTOMOBILE LIABILITY INSURANCE:

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.

§ 5.1.1.4 WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

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 the Owner. All contractors 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.

§ 5.1.1.5 POLLUTION LIABILITY:

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

~~§ 5.1.2 The insurance as specified shall not be cancelled, non-renewed, or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the Owner. A copy of this signed endorsement must be attached to the certificate of insurance.~~

~~CONTRACTOR SHALL:~~

- ~~a. Have each of their insurance policies endorsed to provide ten (10) days for non-payment of premium, and;~~
- ~~b. Specify that the policies cannot be canceled, 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. A copy of this signed endorsement must be attached to the Certificate of Insurance.~~
- ~~c. Contractor shall 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.~~

~~§ 5.1.2.1 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.~~

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§ 5.1.3 Each insurance policy shall be:

- .1: 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
- .2: Currently rated by A.M. Best as A - IX or better.
- ~~.3: Until such time as the insurance is no longer required by the Board of Regents of the Nevada System of Higher Education on behalf of UNLV, contractors shall provide the 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 the 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 the Owner and immediately replace such insurance or bond with insurance or bond meeting the contract requirements.~~

§ 5.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations.

§ 5.1.5 Evidence of Insurance: Prior to the start of any work the contractor must provide the following documents to the Owner:

- .1 Certificate of Insurance: The Accord 25 Certification of Insurance form or a form substantially similar must be submitted to ~~Owner~~UNLV to evidence the insurance policies and coverage required of contractor.
- .2 Additional Insured Endorsements: Original Additional Insured Endorsement(s) signed by an authorized insurance company representative(s).
- .3 Policy Cancellation Endorsement.
- .4 Waiver of Subrogation Endorsement.
- .5 Endorsement reflecting the contractor's insurance is primary over any other applicable insurance.
- .6 Loss Payee Endorsement.

§ 5.1.6 The insurance required by Article 5 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 5.1.7 The Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Las Vegas, shall be named as additional insured on the Commercial General Liability, and Excess/Umbrella policy with the exception of Professional Liability Insurance by Insurance Services Office (ISO) standard endorsement CG 20 26 07 04 entitled ADDITIONAL INSURED-DESIGNATED PERSON OR ORGANIZATION.

§ 5.1.8 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.

§ 5.1.9 Loss Payee: The Board of Regents of the Nevada System of Higher Education on behalf of ~~UNLV~~the University of Nevada, Las Vegas 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~~the University of Nevada, Las Vegas.

§ 5.1.10 Policy Cancellation Endorsement: Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to specify that, without sixty (60) days prior written notice to ~~UNLV~~The Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Las Vegas, the policy shall not be canceled, non-renewed, or coverage and/or limits reduced or materially altered. The endorsement shall also provide that notices required by this paragraph be sent by certified mail to the Owner and their Risk

Management and Safety Department. A copy of this signed endorsement must be attached to the Certificate of Insurance.

§ 5.24.32 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for maintaining the Owner's usual liability insurance. Any insurance or self-insurance available to the ~~Board of Regents of the Nevada System of Higher Education on behalf of UNLV~~ Owner shall be in excess of and non-contributing with any insurance required.

§ 5.24.33 PROPERTY INSURANCE/BUILDERS RISK

§ 5.24.33.1 Unless otherwise provided, 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 Section 12.6 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 5.1.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

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

§ 5.24.33.1.1 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, falsework, 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.

§ 5.24.33.1.2 Insurance maintained by contractors shall apply on a first dollar basis without application of a deductible or self-insured retention, which shall not exceed \$5,000.00 per occurrence unless otherwise specifically agreed to by Owner. Such approval shall not relieve contractors from the obligation to pay any deductible or self-insured retention.

§ 5.24.33.1.3 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 5.24.33.1.4 Partial occupancy or use in accordance with Section 12.5 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.

§ 5.24.34 BOILER AND MACHINERY INSURANCE or INSTALLATION FLOATER

The Contractor shall purchase and maintain boiler and machinery ~~insurance and/or inland marine installation floater insurance as 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~~ 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.~~

§ 5.24.45 LOSS OF USE INSURANCE

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.

~~§ 5.24.54~~ If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible and agreeable to the Owner, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

~~§ 5.24.62~~ The Contractor shall make available to the Owner, upon request by the Owner, at Contractor's expense a copy of each policy and/or loss history related to insurance coverage required by Article 11. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project.

~~§ 5.24.74~~ **WAIVERS OF SUBROGATION**

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.~~

~~§ 5.24.84~~ A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgage clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

Type of insurance Limit of liability (\$0.00)

~~§ 5.32~~ The Owner shall provide property insurance to cover the value of the Owner's property, including any Work provided under this Agreement. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance outside of any Work provided under this Agreement's Contract, which shall be insured by the Contractor per this Agreement's Contract.

~~§ 5.43~~ The Contractor shall obtain an endorsement to its general liability insurance policy to cover the Contractor's obligations under Section 9.13. [Intentionally Omitted]

~~§ 5.54~~ Each party shall provide certificates of insurance showing their respective coverages prior to commencement of the Work. [Intentionally Omitted]

~~§ 5.65~~ Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents and employees, each of the other, and (2) the Architect, Architect's consultants and any of their agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance or other insurance applicable to the Work. [Intentionally Omitted]

~~§ 5.7~~ **PERFORMANCE BOND AND PAYMENT BOND FOR PROJECTS EXCEEDING \$100,000.**

The contractor shall execute Performance and Payment Bonds on a form acceptable to the Owner covering the faithful performance and completion of the Agreement and the payment of all obligations arising there under.

1. Performance Bond in the amount of 100% of the total Agreement Sum.
2. Payment Bond (Labor and Material) in the amount of 100% of the total Agreement Sum.

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 insurable 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 (5) 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 or 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.

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Contractor must provide evidence of Bonds prior to the beginning of work. If the Performance and Payment Bonds are not furnished within thirty (30) days of Notice of Award, Contractor Bid Bond may be forfeited and the Contract may be awarded to an alternate contractor.

The Owner will require the Contractor to increase the Performance and Payment Bonds to accommodate Change Orders where the cumulative Change order amount exceeds ten percent (10%) of the original contract price.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 THE CONTRACT

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10. Owner and Contractor each represent and warrant to each other that each respectively has the authority to execute and deliver the Contract Documents and perform their respective obligations thereunder and that the execution delivery and performance of the Contract Documents have been duly authorized by all necessary action by each respective party.

§ 6.2 THE WORK

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 INTENT

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. In general, the Specifications may describe types and quantities of materials, equipment, and other items of the Work and methods of installation which cannot be easily shown on the Drawings. It is not intended that the Specifications will mention every item of Work that can be adequately shown on the Drawings nor is it intended that the Drawings will show all items of Work adequately described or required by the Specifications, even if it is the case that such Work could have been shown thereon. The Contract Documents are complementary, and what is required by, or reasonably inferable, by one shall be as binding as if required by all. In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities: 1) the Agreement, 2) the General Conditions, 3) the Specifications and 4) the Drawings.

§ 6.4 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. The AIA Document B105-2007 as modified, Standard Form of Agreement Between Owner and Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. Such license shall extend to those parties retained by the Owner for such purposes, including other design professionals. The Contractor, subcontractors, sub-subcontractors, and material or equipment suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

ARTICLE 7 OWNER

§ 7.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, the Owner shall obtain and pay for other necessary approvals, easements, assessments and charges. If Contractor's bid

includes fees that Owner has paid or is required to pay directly. Contractor shall, at the Owner's option, either pay these fees as a part of their bid or deduct fees from Contract sum as a deductive change order.

The Owner shall designate in writing a representative authorized (the Owner's Project Manager) to whom all matters requiring the Owner's approval or authorization shall be submitted. This representative shall convey such matters to Owner's officers and/or governing bodies, as appropriate. Changes of the Owner's Project Manager may be made by written notice.

Name of Owner's Project Manager:
Telephone Number of Owner's Project Manager:
Email Address of Owner's Project Manager:

§ 7.2 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the Contract Documents or is in default of its material obligations under the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Contract Sum shall be adjusted to deduct the cost of correction from payments due the Contractor. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner immediately upon Owner's written demand.

§ 7.4 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

§ 7.4.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.

ARTICLE 8 CONTRACTOR

§ 8.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report in writing errors, inconsistencies or omissions discovered to the Architect-Architect and Owner.

§ 8.2 CONTRACTOR'S CONSTRUCTION SCHEDULE

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information-approval a Contractor's construction schedule for the Work.

§ 8.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 8.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

SUPERINTENDENT, PROJECT MANAGER AND SAFETY DIRECTOR

§ 8.3.3 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 safety director who will be a primary contact for the Owner regarding project safety.

§ 8.3.4 The Contractor, as soon as practicable after award of the Agreement, shall furnish in writing to the Owner through the Architect the names and qualifications of the proposed safety director, superintendent and project manager. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent, project executive, safety director and/or project manager, or (2) that the Owner or the Architect requires additional time to review. Failure of the Owner or Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 8.3.5 The Contractor shall not employ a safety director, superintendent or project manager to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the safety director, superintendent or project manager without the Owner's consent, which shall not unreasonably be withheld or delayed. The parties recognize that in the event Contractor changes the safety director, superintendent and/or project manager without the consent of Owner, Owner may incur additional expenses and delay that will be difficult or impossible to quantify. Accordingly, in such an event, Contractor will pay to Owner liquidated damages. Owner also reserves the right to withhold reasonable payment from the Contractor in the instance of a change in these Contractor's staff without Owner 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 the Owner immediately to determine any adjustments in the Contractor's representatives.

§ 8.3.6 The Contractor shall perform the Work in accordance with the Contract Documents and the approved schedule. This shall include compliance with all project planning, design, sustainability, operations and procedures standards of the Owner that are integrated into or referenced by the Contract Documents. The Contractor will not deviate from these standards unless agreed upon in writing.

Superintendent:
Project Manager:
Safety Director:

Approved changes to contractor key staff will be by written notice to the Owner.

Liquidated damages the sum of _____ thousand dollars (\$ _____,000) for unauthorized changes to Contractor's Authorized Representatives.

§ 8.4 LABOR AND MATERIALS

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work. Except for Liens resulting from Architect's or Owner's wrongful refusal to issue a Certificate for Payment or Owner's failure to pay any amounts actually due to Contractor under the Contract Documents, Contractor agrees to keep the Project free and clear from all mechanic's liens, materialmen liens and other liens. The contractor shall discharge any such lien immediately but in no event more than thirty (30) days after filing of such a lien. In the event such lien is not released or discharged within such thirty (30) days period, Owner shall have the right to pay all sums necessary to discharge such liens and Owner shall have the right to deduct such amounts from any amounts due hereunder or demand immediate payment from the Contractor. In the event of any

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such deduction, the Contract Sum due under the Contract Documents automatically shall be reduced by the amount of such payment without the need for any Change Order. In no instance shall this provision affect any restrictions on liens based on any applicable law or regulation.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.4.3 Pursuant to NRS, any contract for construction work for which the estimated cost exceeds \$100,000 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. 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 in 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.

§ 8.5 WARRANTY

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. The warranty provided in this Section 8.5 shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents and notwithstanding anything to the contrary contained in the Contract Documents shall commence on Final Completion. Contractor shall promptly repair and replace, at Contractor's sole cost and expense, any materials, equipment or Work covered by this warranty which is in violation of this warranty. All warranty work shall be coordinated with Owner in order to limit the disruption of operation of the completed Project. All such warranty work shall be completed in compliance with the terms and conditions of the Contract Documents.

§ 8.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes that are legally required when the Contract is executed.

§ 8.7 PERMITS, FEES AND NOTICES

§ 8.7.1 ~~The Contractor shall obtain.~~ Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded. If Contractor's bid includes fees that Owner has paid or is required to pay directly, Contractor shall, at the Owner's option, either pay these fees as a part of their bid or deduct fees from Contract sum as a deductive change order.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable ~~costs~~ costs including any costs or penalties paid by Owner as a result thereof. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules and regulations.

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§ 8.7.3 SMALL AND LOCAL BUSINESS CONCERNS REPORTING REQUIREMENTS

1. The Nevada System of Higher Education (NSHE) supports equal opportunity for minority-owned, women-owned and other small disadvantaged business concerns (M/WBE) 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.

2. For purchase of goods or services that exceed \$1,000,000 the Contractor must provide, at a minimum, annual reports listing expenditures with MWDBE business concerns and local subcontractors. These reports pertain only to expenditures that are directly attributable to the NSHE prime contract. The report should contain the following information:

- a. 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;
- 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 12 month period.

3. Definitions:

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.

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 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

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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.

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.

§ 8.8 SUBMITTALS

The Contractor shall promptly review, approve in writing and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 8.9 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents and the Owner.

§ 8.10 CUTTING AND PATCHING

The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 CLEANING UP

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the ~~Work~~ Work to the reasonable satisfaction of Owner. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery and surplus material; and shall properly dispose of waste materials.

§ 8.12 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's and Owner's respective consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' ~~fees~~ fees and other costs of litigation, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 8.12. Contractor shall provide Owner with written notification as to any circumstances to which this Section 8.12 may give rise to an Owner indemnification promptly after Contractor becomes aware of such circumstances. The provisions of this Section 8.12 shall survive the completion of the Work or earlier termination of the Agreement.

ARTICLE 9 ARCHITECT

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

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§ 9.5 The ~~Architect~~ Architect, with notification to the Owner, has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 The Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request from either the Owner or Contractor.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 ~~The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly in writing. If the Owner and Contractor can not agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit. GENERAL~~

§ 10.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 10 and elsewhere in the Contract Documents.

§ 10.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect, a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect with Owner consent.

§ 10.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work. A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

1. The change of the Work;
2. The amount of the adjustment, if any, in the Contract Sum; and
3. The extent of the adjustment, if any, in the Contract Time.

§ 10.2 The Architect with the Owner's consent will have authority to order minor changes in the Work not involving changes in the Contract Sum or the Contract Time and not inconsistent with the intent of the Contract Documents. Such orders shall be in writing and shall be binding on the Owner and Contractor. The contractor shall carry out such orders promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, of which the Contractor was not aware, the Contract Sum and Contract Time shall be subject to equitable adjustment.

§ 10.4 [Intentionally Omitted]

§ 10.5 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 10.5.1 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 10.5.2 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

1. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
2. Unit prices stated in the Contract Documents or subsequently agreed upon;
3. Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee ~~to be~~

§ 10.5.3 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 10.5.4 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 10.5.5 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 10.5.6 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs shall be limited to the following:

1. Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
2. Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
3. Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
4. Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
5. Additional costs of supervision and field office personnel directly attributable to the change.

§ 10.5.7 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 10.5.8 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may not request payment for Work completed under the Construction Change Directive in Applications for Payment. The Contractor may request payment when a Change Order is fully executed by the Owner.

§ 10.5.9 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 10.6. LIMITATIONS ON OVERHEAD AND PROFIT FOR INCREASES IN THE COST OF THE WORK RESULTING FROM CHANGE ORDERS:

Change Order fees, including overhead and profit, bonds, insurance, and general conditions are limited to no more than ten percent (10%) of the Change Order Amount for changes up to \$10,000 and no more than seven percent (7%) of the change order amount for changes over \$10,000 cumulatively between the Contractor and any subcontractors.

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ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 CONTRACT SUM

The Contract Sum stated in the Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents. Documents and Contractor guarantees completion of the work for such amount.

§ 12.2 APPLICATIONS FOR PAYMENT

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in the Agreement. Such Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site and in a bonded and insured facility at a location agreed upon in writing. If verification is necessary or required by Owner and/or Architect 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, Contractor shall pay all costs associated with site visits/review outside of local site visits by Owner and/or Architect. Contractor shall provide Applications for Payment, releases and other related documents in a format accessible to the Owner.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

§ 12.3 CERTIFICATES FOR PAYMENT

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part. The issuance of a Certificate of Payment will constitute a recommendation only by the Architect and not a legal, binding obligation on Owner.

§ 12.4 PROGRESS PAYMENTS

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment based on a complete and approved Application for Payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.4.5 Interest on any amounts due from Owner to Contractor, or from Contractor 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 Contractor be entitled to interest on retainage.

§ 12.4.6 DECISIONS TO WITHHOLD CERTIFICATION

§ 12.4.6.1 The Architect or the Owner may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's or Owner's opinion the representations to the Owner required by this Agreement cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions, because of but not limited to:

1. defective Work not remedied;
2. third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
3. failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
4. reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
5. damage to the Owner or a separate contractor;
6. reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
7. repeated failure to carry out the Work in accordance with the Contract Documents or unsatisfactory execution of the Work;
8. failure of Contractor to comply with applicable Codes, Laws or Regulations;
9. failure to update as-built drawings or provide construction photographs with the Application for Payment as required by the Contract Documents. If these documents/items are not provided for actual work performed for a period of work covered by an Application for Payment and cannot be accurately provided due to passage of time, Owner may deduct a reasonable amount from the Agreement sum to reflect work not performed that cannot be recovered due to progress of work
10. failure to update the CPM schedule concurrent with the request for payment; or
11. Any other reasonable basis to withhold certification.

Owner shall have no liability whatsoever for interest or other charges resulting from withholding of payment for any reason stated in Article 12.

§ 12.4.6.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 12.4.6.3 If the Architect withholds certification for payment under Section 12.4.6, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 12.5 SUBSTANTIAL COMPLETION

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Work or designated portion thereof is substantially complete, the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish the responsibilities of the Owner and Contractor, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

The work will not be considered ready for Substantial Completion if any of the following conditions exist.

- 1 Excessive punch list work remains to be completed that would prevent or interfere with the occupancy and intended use of the facility in Owner's reasonable judgment.
- 2 Incomplete or defective work remains which would prevent or interfere with the occupancy and intended use of the facility.
- 3 The building mechanical systems have not been tested, balanced, and accepted as being fully complete.
- 4 The building electrical and life safety systems have not been tested and accepted as being fully complete.
- 5 The building commissioning process is not complete.
- 6 Final clean-up is not complete to support the occupancy and intended use of the facility, outside of clean-up associated with punchlist items to be completed (outside of cleaning as an item).
- 7 Final Inspections, Approvals and Temporary or Full Certificates of Occupancy by regulatory officials are not received and complete.
- 8 Successful/compliant testing of all data cabling (copper, fiber or other) and labeling of all data ports is incomplete and not fully correct.
- 9 Any other basis for Architect's or Owner's reasonable determination that Substantial Completion has not been achieved.

§ 12.5.3 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete and receives all inspections and regulatory approvals to permit occupancy, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 12.5.4 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 12.5.5 When the Work or designated portion thereof is substantially complete and receives all regulatory approvals to permit occupancy, the Architect will prepare a Certificate of Substantial Completion that, when approved by the Owner, shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion is subject to Owner's approval which will not be unreasonably withheld or delayed.

§ 12.5.6 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 12.6 FINAL COMPLETION AND FINAL PAYMENT

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. ~~When~~ The Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a ~~final Certificate for Payment~~ final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in this Agreement as precedent to the Contractor's being entitled to final payment have been fulfilled. Final Completion and Final Payment are subject to completion of all notices of retention release and notices/certificates of completion and related processes. Final Completion and Payment also cannot be issued unless:

1. No items or work remains relative to the testing, adjusting and balancing of any equipment and systems and any building commissioning verifications after Substantial Completion are complete.
2. All operating and maintenance instructions, documents and training have been completed and submitted to the Architect and Owner and have been approved as complete by the Architect and Owner.
3. All guarantees, warranties and surety releases required by the Contract Documents have been provided.
4. As-Built in digital and hard copy format have been submitted to Architect and Owner and are accepted as complete and.
5. Prevailing wage reports have been submitted to the Owner and are complete, and all pending or on-going prevailing wage compliance issues or actions are resolved, as required by law and as prevailing wage applies.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract. Final Completion and Final Payment are subject to completion of all notices of retention release and notices/certificates of completion and related processes.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13. PROTECTION OF PERSONS AND PROPERTY: HAZARDOUS MATERIALS

§ 13.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take necessary precautions to prevent damage, injury or loss to employees on the Work, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

§ 13.2 The Contractor is responsible for compliance with any requirements included in the Contract Documents and all applicable laws, rules and regulations regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing. The Contractor shall also install only those materials that are asbestos free. A certification statement shall incorporate into the submittal process and shall accompany each submittal. The certification statement must be signed by the Contractor to ensure that the review process has been accomplished. Any materials brought to the job that have not been certified must be removed until certified. Contractor shall provide Owner with notice of all hazardous substances as regulated by the Comprehensive Environmental and Liability Act as amended and/or regulated under any other applicable law which Contractor brings on to the site.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

~~The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury or loss to employees on the Work, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.~~

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents. This provision does not relieve the Contractor in any way of conforming to the requirements of the Contract Documents or correcting items not compliant with the Contract Documents per applicable laws, statutes or any regulations, whether they are observable, concealed or in any other condition or status.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 ~~ASSIGNMENT OF CONTRACT~~ ASSIGNMENT OF CONTRACT; STATUS OF PARTIES

Neither party to the Contract shall assign the Contract as a whole without written consent of the other. The parties agree that the contractual relationship of Contractor to Owner is one solely of an independent contractor in all respects and that the Contract Documents do not in any way create a partnership, joint venture or any other relationship between Owner and Contractor other than the contractual relationship as specified in this Agreement.

§ 15.2 TESTS AND INSPECTIONS

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional ~~testing~~ testing with the Owner's consent, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections or approvals that do not become requirements until after the Contract is executed.

§ 15.3 GOVERNING LAW

The Contract shall be governed by the ~~law of the place where the Project is located~~ laws of the State of Nevada without regard to conflict of law principles that would result in the application of any law other than the law of the State of Nevada.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 TERMINATION BY THE CONTRACTOR

If the Architect fails to certify payment as provided in Section 12.3 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment based on a complete and approved Certificate for Payment as provided in Section 12.4.1 for a period of 30 days, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 TERMINATION BY THE OWNER FOR CAUSE

§ 16.2.1 The Owner may terminate the Contract if the Contractor
1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract ~~Documents, Documents or~~
- .5 If Contractor makes a general assignment or general arrangement for the benefit of creditors; (ii) if a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed by or against Contractor and is not dismissed within thirty (30) days; (iii) if a trustee or receiver is appointed to take possession of substantially all of Contractor's assets or of Contractor's interest in this Agreement and possession is not restored to Contractor within thirty (30) days; or (iv) if substantially all of Contractor's assets or of Contractor's interest in this Agreement is subjected to attachment, execution or other judicial seizure which is not discharged within thirty (30) days.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.2.5 Except for those items that naturally survive, this Contract shall terminate after Owner has accepted completion of all work.

§ 16.3 TERMINATION BY THE OWNER FOR CONVENIENCE OR NON-APPROPRIATION OF FUNDS

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. In such case, the Owner will provide the Contractor seven (7) days written notice of intent to terminate. Upon receipt of such notice, the contractor shall take immediate action to mitigate any damage or additional expense. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed including reasonable overhead and profit on Work executed.

§ 16.3.1 The terms of this ~~Agreement~~ Contract are contingent upon sufficient appropriations and authorizations being made by the Owner for the performance of this Agreement Contract. If sufficient appropriations and authorizations are not made by the Owner, this ~~Agreement~~ Contract shall terminate, without penalty or expense to the Owner of any kind whatsoever, upon written notice being given by the Owner to the Contractor. Upon receipt of such notice, the Contractor shall take immediate action to mitigate any damage or additional expense.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

§ 17.1 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended, or sent by registered or certified mail or delivered by courier service with return receipt providing proof of delivery to:

This Agreement entered into

<u>Owner</u>	<u>Contractor</u>
<u>David S. Frommer, AIA Executive Director, Planning and Construction University of Nevada, Las Vegas Box 451027, 4505 Maryland Pkwy.</u>	<u>Name of Responsible Contractor Official: Title: Company Name: Address:</u>

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 (201791133)

<p><u>Las Vegas, NV 89154-1027</u></p>	<p><u>City, State, and Zip:</u> <u>Telephone/Fax Number:</u> <u>Email Address:</u> <u>Contractor/Owner:</u> <u>Title:</u> <u>Company Name:</u> <u>Address:</u> <u>Las Vegas, NV 89154-1033</u></p>
<p><u>Sharrie Mardien, C.P.M.</u> <u>Director of Purchasing</u> <u>University of Nevada, Las Vegas</u> <u>Box 451033, 4505 Maryland Pkwy.</u> <u>Las Vegas, NV 89154-1033</u></p>	

as of the day and year first written above.

(If required by law, insert cancellation period, disclosures or other warning statements above the signature.)

§ 17.2 No Waiver, Rights and Remedies: No action or failure to act by the Owner or Contractor shall constitute a waiver of any right or duty afforded under the Contract Documents, nor shall any such action or failure to act constitute any approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law or equity.

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§ 17.3 Counterparts: The Contract Documents may be executed in any number of counterparts, all of which taken together shall constitute one and the same Agreement.

§ 17.4 Invalidity: If any one or more of the provisions (or any part thereof) contained in this ~~Agreement~~ Contract 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 this ~~Agreement~~ Contract.

§ 17.5 Facsimile Signatures: Any signature of or pursuant to the Contract Documents shall be considered for all purposes an original signature and of the same legal effect as an original, provided that at the request of a party any signature sent by facsimile shall subsequently be confirmed by an original re-execution.

§ 17.6 No Limitation: Unless expressly stated otherwise herein, the duties and obligations imposed upon the parties under this ~~Agreement~~ Contract and the rights and remedies available hereunder shall be in addition to and not a limitation of, any duties imposed or available at law or in equity.

§ 17.7 Time Limits: Time limits set out in or under this ~~Agreement~~ Contract are solely for the protection and benefit of the Owner and Contractor and create no third-party beneficiary rights in any other party.

§ 17.8 Owner is the sole party liable for Owner's obligations under this ~~Agreement~~ Contract and no officer or board member of Owner shall be liable in any way with respect to the Contract Documents and any actions on their part shall not create any liability under the Contract Documents.

§ 17.9 CLAIMS AND DISPUTES
§ BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation per this agreement, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

Arbitration pursuant to this agreement, as modified

Litigation in a court of competent jurisdiction

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 (001791331)

[] Other (Specify)

§ 17.9.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 17.9.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 17.9.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 17.9.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Article 13.

§ 17.9.5 CLAIMS FOR ADDITIONAL TIME

§ 17.9.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 17.9.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 17.10 INITIAL DECISION

§ 17.10.1 Claims shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. An initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 17.10.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 17.10.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

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Item Notes: (1017421331)

§ 17.10.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 17.10.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing, (2) state the reasons therefor, and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 17.10.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 17.10.6.1.

§ 17.10.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate.

§ 17.10.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 17.10.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 17.11 MEDIATION

§ 17.11.1 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 binding dispute resolution.

§ 17.11.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement Contract. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 17.11.3 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.

§ 17.12 LICENSES

§ 17.12.1 Contractor shall maintain current all contractor's licenses necessary to perform the work. Failure to maintain such licenses will be considered a material breach.

§ 17.12.2 Contractor is required to maintain a current Nevada business license pursuant to NRS 76.100(1) unless the entity is either a non-profit corporation or meets the requirements for an exemption and has filed the appropriate notice of exemption with the Nevada Secretary of State. The Contractor certifies that it has a current Nevada business license or it is exempt, and agrees to provide immediate notice to Owner in the event the license or exemption is no longer valid. Failure to maintain a valid Nevada Business License or exemption will be considered a material breach.

INSERT APPROPRIATE SIGNATURE PAGE!

SIGNATURE PAGE – 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.

(Signature)

(Printed name, title and address)

(1) CONTRACTOR
DATE APPROVED: _____

(Signature)

(Printed name and title)

(Signature)

(Printed name, title and address)

LICENSE NO. _____
JURISDICTION _____
(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)
Gerzy J. Bomotti
Senior Vice President of Finance and Business

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

DATE APPROVED: _____

(Signature)
~~Donald D. Snyder~~ ~~J. Sussman~~
President

APPROVED AS TO LEGAL FORM
DATE: _____

BY:
(Signature)
Elda Luna Sidhu, General Counsel

D
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F
T

SIGNATURE PAGE - 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.

OWNER (Signature)

(Printed name, title and address)

(1) CONTRACTOR
DATE APPROVED: _____

(Signature)

(Printed name and title)

CONTRACTOR (Signature)

(Printed name, title and address)

LICENSE NO. _____
JURISDICTION: _____
(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. Bomoth
Senior Vice President of Finance and Business

SIGNATURE PAGE - UNDER \$50,000

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

OWNER (Signature)

(Printed name, title and address)

(1) CONTRACTOR
DATE APPROVED: _____

(Signature)

(Printed name and title)

CONTRACTOR (Signature)

(Printed name, title and address)

LICENSE NO. _____
JURISDICTION: _____
(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)
Sharrie Mayden, C.P.M.
Director of Purchasing

DRAFT AIA Document A201™ - 2007

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

AIA Form Docs
D/A

THE OWNER:

(Name, legal name and address)
(Name and address)

The Board of Regents of the Nevada System of Higher Education on behalf of the
University of Nevada, Las Vegas
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THE ARCHITECT:

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the 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 Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements. The Contract Documents constitute the entire agreement between the parties and supersede all prior and contemporaneous agreements, understandings and negotiations with respect to the subject matter thereof.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties. Owner and Contractor each represent and warrant to each other that each respectively has the authority to execute and deliver the Contract Documents and perform their respective obligations thereunder and that the execution delivery and performance of the Contract Documents have been duly authorized by all necessary action by each respective party.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, required by or reasonably inferable from the Contract Documents, in order to complete the Work, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.1.9 EXCULPATION

Owner is the sole party liable for Owner's obligations under the Contract Documents and no officer, director, trustee, employee or board member of Owner shall be liable in any way with respect to the Contract Documents and any actions on their part shall not create any liability under the Contract Documents.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. In general, the Specifications may describe types and quantities of materials, equipment, and other items of the Work and methods of installation which cannot be easily shown on the Drawings. It is not intended that the Specifications will mention every item of Work that can be adequately shown on the Drawings nor is it intended that the Drawings will show all items of Work adequately described or required by the Specifications, even if it is the case that such Work could have been shown thereon. The Contract Documents are complementary, and what is required by, or reasonably inferable, by one shall be as binding as if required by all. In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities: 1) the Agreement, 2) the General Conditions, 3) the Specifications and 4) the Drawings.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The AIA Document B101-2007 as modified, Standard Form of Agreement Between Owner and Architect, grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. Such license shall extend to those parties retained by the Owner for such purposes, including other design professionals. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative ~~who shall have express authority to bind the Owner with respect to authorized~~ (the Owner's Project Manager) to whom all matters requiring the Owner's approval or ~~authorization~~ authorization shall be submitted. ~~This representative shall convey such matters to Owner's officers and/or governing bodies, as appropriate.~~ Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 ~~The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein. [Intentionally omitted.]~~

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 ~~Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not unilaterally vary such financial arrangements without prior notice to the Contractor. [Intentionally omitted.]~~

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the ~~Contract Documents Documents, which may be in hard copy form or in data form appropriate for reproduction,~~ for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, ~~or is in default of its material obligations under the Contract Documents then in addition to all other rights and remedies available to owner under the Contract Documents, at law or equity,~~ Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

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§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, then, in addition to all other rights and remedies available to Owner under the Contract Documents, at law or equity, Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the ~~Owner~~ Owner immediately upon Owner's written demand.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully ~~licensed~~ licensed at all times, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents. This shall include compliance with all project planning, design, sustainability, operations and procedures standards of the Owner that are integrated into or referenced by the Contract Documents. The Contractor will not deviate from these standards unless agreed upon in writing by the Owner in accordance with Owner's Standards.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.1.4 The Contractor or any affiliated person or entity which performs a portion of the Work shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Agreement. The Owner and its designated representatives shall be afforded access to, and shall be permitted to audit and conv. the Contractor's project files (including but not limited to records, books, correspondence, instructions, receipts, contracts, purchase orders, vouchers, memoranda and other data relating to this Agreement), and the Contractor shall preserve these for a period of six years after final payment, or for such longer period as may be required by law.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report-report in writing, to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor

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shall promptly report to the Architect any nonconformity of which Contractor is aware or discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor diligently fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public ~~authorities~~ authorities unless for any reason Contractor was aware or through the exercise of reasonable diligence would have been aware, of such errors, inconsistencies or omissions.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.4 The Contractor shall provide written reports to the Owner on a weekly basis on the progress of the work in a format agreed to by the Owner and the Contractor.

§ 3.3.5 The Contractor's superintendent and project manager shall meet with Owner's representative and other personnel of Owner on no less than a weekly basis and at such other times as reasonably required by Owner, unless otherwise approved in writing by Owner.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, required insurance, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Only workers who are skilled in performing the Work shall be hired by the Contractor.

All work necessary to be performed after regular working hours, on weekends or legal holidays, shall be performed without additional cost or expense to the Owner, including but not limited to work performed during this period to limit or avoid disruptions to the Owner.

Unless otherwise specifically required, all materials and equipment incorporated in the work shall be new, free of faults and defects, and shall conform to the Contract Documents. If required, the Contractor shall furnish satisfactory evidence as to the type and quality of materials and equipment.

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All materials and equipment used in the work shall be subject to inspection and testing in accordance with accepted standards to ensure conformity with the requirements of the Contract Documents, laws, ordinances, rules and regulations, or orders of any public authority having jurisdiction. Where specific certificates concerning materials and/or equipment are required, securing payment for the prompt delivery of such certificates shall be the responsibility of the Contractor. Such certificates shall be executed by qualified firms acceptable to the Architect and the Owner, shall include all information required by the Specifications, and shall clearly refer specifically to materials to be used in the Project.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. The Contractor shall act promptly to remove any such employees or persons causing disruption or disorder.

§ 3.4.4 Pursuant to NRS, any contract for construction work for which the estimated cost exceeds \$100,000 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.

In accordance with NRS, Contractor agrees that the Project is subject to 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 in 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 638. 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.

§ 3.4.5 Except for liens resulting from Architect's or Owner's wrongful refusal to issue a Certificate for Payment or Owner's failure to pay any amounts actually due to Contractor under the Contract Documents, Contractor agrees to keep the Project free and clear from all mechanic's liens, materialmen liens and other liens. The Contractor shall discharge any such lien immediately but in no event more than thirty (30) days after the filing of such a lien by payment thereof or by providing statutory bond. In the event such lien is not released or discharged within such thirty (30) days period, Owner shall have the right to pay all sums necessary to discharge such liens and Owner shall have the right to deduct such amounts from any amounts due hereunder or demand immediate reimbursement from Contractor. In the event of any such deduction, the Contract Sum due under the Contract Documents automatically shall be reduced by the amount of such payment without the need for any Change Order. In no instance shall this provision affect any restrictions on liens based on any applicable law or regulation.

§ 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

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The warranty provided in this Section 3.5 (i) shall be in addition to and not in limitation of any other warranty or remedy required or provided by law or by the Contract Documents and (ii) notwithstanding anything to the contrary contained in the Contract Documents, this warranty shall commence on the date of Substantial Completion for the entire facility, or, where Substantial Completion is issued in phases (i.e. partial Substantial Completion based on partial occupancy of the building) the warranty shall commence based on the occupancy of the phases, for the facility items subject to the partial occupancy. Contractor shall promptly repair and replace, at Contractor's sole cost and expense, any materials, equipment or Work covered by this warranty which is in violation of this warranty. All warranty work shall be coordinated with Owner in order to limit the disruption of operation of the completed Project. All such warranty work shall be completed in compliance with the terms and conditions of the Contract Documents.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7

PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded. If Contractor's bid includes fees that Owner has paid or is required to pay directly, Contractor shall deduct fees from Contract sum as a deductive change order.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, notwithstanding that such Work is part of the Contract Documents, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to ~~erection-correctio~~, including any costs or penalties paid by Owner as a result thereof.

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site which the contractor was not aware at the time the Contract Documents were entered into by Contractor and that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall use commercially reasonable efforts to promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 ~~Allowances~~ allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade ~~discounts~~ discounts, as well as fees or any other costs for which allowances are established.
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 ~~Whenever~~ whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 ~~SUPERINTENDENT~~ PROJECT EXECUTIVE, SUPERINTENDENT, PROJECT MANAGER AND SAFETY DIRECTOR

§ 3.9.1 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.~~

§ 3.9.2 The Contractor, as soon as practicable after award of the ~~Contract~~ Agreement, shall furnish in writing to the Owner through the Architect the ~~name and qualifications of a proposed superintendent~~ names and qualifications of the proposed project executive, safety director, superintendent and project manager. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) ~~that the superintendent, project executive, safety director and/or project manager, or~~ (2) that the Owner or the Architect requires additional time to review. Failure of the ~~Owner or~~ Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a ~~proposed superintendent project executive, safety director, superintendent or project manager~~ to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the ~~project executive, safety director, superintendent or project manager~~ without the Owner'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 Owner, Owner may incur additional expenses and delay that will be difficult or impossible to quantify. Accordingly, in such an event, Contractor will pay to Owner liquidated damages. Owner also reserves the right to withhold reasonable payment from the Contractor in the instance of a change in these Contractor's staff without Owner 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 the Owner immediately to determine any adjustments in the Contractor's representatives.~~

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, ~~promptly after being awarded the Contract, within 14 days of being issued a Purchase Order and Notice to Proceed by the Owner,~~ shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. ~~The schedule shall show all elements and sub-elements of the~~

work in a manner and format reasonable to guide, assess and promote the timely and quality completion of work and shall be in a format and with content acceptable to the Owner and the Architect. The schedule must be a CPM method schedule with no durations listed over 10 days. Work with durations over 10 days must be broken down into specific work activities less than 10 days in duration.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract within 14 days of issued a Purchase Order and Notice to Proceed by the Owner, and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. Owner and Architect reasonable time to review submittals, to not be less than 14 days per submittal unless otherwise agreed to by the Owner and the Architect. If the Contractor fails to submit a submittal schedule or submits an incomplete or otherwise incorrect submittal schedule, the Contractor shall not be entitled to any increase in Contract ~~Sum~~ extension of Contract Time Sum, extension of Contract Time or waiver of Liquidated Damages based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect—maintain the approved construction schedule and meet all critical path dates for the Work. If the Contractor fails to do so, Owner may request a recovery schedule from the Contractor. If within seven (7) days after such notice, the Contractor fails to submit a recovery schedule reasonably acceptable to owner (or submits a schedule which the Owner reasonably deems to be unworkable) where recovery schedule must show how the Work may plausibly be brought back on schedule, then the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitation, additional overtime, additional man-power, equipment and facilities, and other similar measures. The additional cost of such measures (i.e., the cost over and above the costs of the Work that would have been incurred had such measures not been taken) will be included in the Cost of Work, with no additional cost to the Owner. If such delays are the result of the negligence of the Contractor, Subcontractors or suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable or by the breach of Contractor's obligations under the Contract, or such costs are recoverable from insurance, sureties, Subcontractor or suppliers or would have been recoverable but for Contractor's acts of omissions, the Contract Sum shall not be increased as a result thereof unless there is a recovery of funds from Contractor's insurance carrier, sureties, Subcontractors or suppliers expressly expressed for recovery schedule purposes.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The accuracy of all such information is the responsibility of the Contractor. In approving Shop Drawings, Product Data, Samples, and similar submittals, the Owner and Architect shall be entitled to rely upon the Contractor's representation that such information is accurate and in compliance with the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.12.11 If submittals or shop drawings require multiple reviews by the Owner based on incompleteness, non-compliance with the Agreement or other, this shall not relieve the Contractor from any provisions for its performance or obligations of the Agreement.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public ~~authorities~~ authorities, approval by the Owner and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. The Contractor shall notify the Owner and Architect of all activities that will impact Owner's use, access and operations of any facilities in operation at the site or related to any part of the work. This shall include but not be limited to items such as disruptions to utilities/related services, vehicle, pedestrian and service access, noise, fumes and other items. Notification shall be provided to the Owner and Architect not less than 7 days in advance of any disruptions.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the ~~Contract~~ Contract on a weekly basis minimum to the reasonable satisfaction of the Owner, and more often as needed to maintain a functional, efficient and safe construction site and/or surrounding area. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the ~~Contractor~~ Contractor immediately upon Owner's written demand.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever ~~located~~ located and shall provide Owner and/or Architect with such access to Contractor's employees, safety equipment or other measures to assure their safety.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect. The provisions of this § 3.17 shall survive the completion of the Work or earlier termination of the Agreement.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's and Owner's respective consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' ~~fees~~ fees, arising fees and other costs of litigation, arising directly or indirectly out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or

obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.18.
Contractor shall provide Owner with written notification as to any circumstances to which this § 3.18.1 may rise to an Owner indemnification promptly after Contractor becomes aware of such circumstances. The provisions of this § 3.18.1 shall survive the completion of the Work or earlier termination of the Agreement.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate ~~for For~~ Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect with appropriate subconsultants relative to the nature of the work, will visit the site at intervals appropriate to the stage of construction, weekly minimum, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, are determined by the Owner to be the most effective means of communication between the Owner and the Contractor, the Owner and Contractor shall endeavor to communicate with each other through the Architect keep the Architect informed about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner or as authorized by the Owner.

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§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to ~~reject-recommend rejection of~~ Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness ~~while allowing not to exceed 14 days, to allow~~ sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section ~~7.4-7.4 with notification to the Owner~~. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4. ~~All changes to the Work or schedule require the Owner's prior consent.~~

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable ~~promptness-promptness,~~ not to exceed 14 days.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract ~~Documents- Documents with the Owner's consent.~~

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with

reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 5.2.1.1 Pursuant to NRS 338.010(16)(b), the Project shall constitute a "public work" to the extent it involves a building for which 25 percent or more of the costs of the building as a whole are paid from money appropriated by the State of Nevada or from federal money. Pursuant to NRS 338.141, for each bid submitted in connection with a public work, Contractor shall provide the following:

§ 5.2.1.1.1 If Owner provides a list of the labor or portions of the public work which are estimated by Owner to exceed 3 percent of the estimated cost of the public work, the name of each first tier subcontractor who will provide such labor or portion of the work on the public work which is estimated to exceed 3 percent of the estimated cost of the public work; or

§ 5.2.1.1.2 If Owner does not provide a list of the labor or portions of the public work which are estimated by Owner to exceed 3 percent of the estimated cost of the public work, the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid an amount exceeding 5 percent of the prime contractor's total bid. If the bid is submitted pursuant to this paragraph, within 2 hours after the completion of the opening of the bids, the contractors who submitted the three lowest bids must submit a list containing the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid an amount exceeding 1 percent of the prime contractor's total bid or \$50,000, whichever is greater, and the number of the license issued to the first tier subcontractor pursuant to chapter 624 of NRS.

§ 5.2.1.2 The lists required by subsections 5.2.1.1.1 and 5.2.1.1.2 must include a description of the labor or portion of the work which each "first tier subcontractor" (as defined below) named in the list will provide to the Contractor. The Contractor shall include its name on the lists required subsections 5.2.1.1.1 and 5.2.1.1.2 if it will perform any of the work for which reporting is required.

§ 5.2.1.3 Except as otherwise provided in this subsection, if the Contractor (i) fails to submit the lists required by subsections 5.2.1.1.1 and 5.2.1.1.2 within the required time, or (ii) submits a list that includes the name of a subcontractor who, at the time of the submission of the list, is on disqualified status with the State Public Works Board pursuant to NRS 338.1376, the Contractor's bid shall be deemed not responsive. The Contractor's bid shall not be deemed not responsive on the grounds that the Contractor submitted a list that includes the name of a subcontractor who, at the time of the submission of the list, is on disqualified status with the State Public Works Board pursuant to NRS 338.1376 if the Contractor, before the award of the contract, provides an acceptable replacement subcontractor in the manner set forth in subsection 1 or 2 of NRS 338.13895.

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§5.2.1.4 The Contractor whose bid is accepted shall not substitute a subcontractor for any subcontractor who is named in the bid, unless: (i) Owner objects to the subcontractor, requests in writing a change in the subcontractor and pays any increase in costs resulting from the change, and (ii) the substitution is approved by Owner.

§5.2.1.5 If the Contractor indicates pursuant to subsections 5.2.1.1.1 and 5.2.1.1.2 that it will perform a portion of work on the public work and thereafter requests to substitute a subcontractor to perform such work, the Contractor shall provide to Owner a written explanation in the form required by Owner which contains the reasons that: (i) a subcontractor was not originally contemplated to be used on that portion of the public work; and (ii) the substitution is in the best interest of Owner.

§5.2.1.6 As used in this subsection, (i) "first tier subcontractor" means a subcontractor who contracts directly with the Contractor to provide labor, materials or services for the Project, and (ii) "general terms" means the terms and conditions of a contract that set the basic requirements for a public work and apply without regard to the particular trade or specialty of a subcontractor, but does not include any provision that controls or relates to the specific portion of the public work that will be completed by a subcontractor, including, without limitation, the materials to be used by the subcontractor or other details of the work to be performed by the subcontractor.

§5.2.1.7 In addition to all other reporting requirements contained in this Agreement, and pursuant to NRS 338.013, for any contract for construction work for which the estimated cost exceeds \$100,000, Contractor shall report to Owner and the Nevada Labor Commissioner the name and address of each subcontractor whom Contractor engages for work on the project within 10 days after the subcontractor commences work on the contract. Such notice shall reference any identifying number for any public work.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the ~~subcontract~~ subcontract relating only to the period after the effective date of such assignment.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect, a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect ~~alone~~ with Owner consent.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Change order fees, including overhead, profit, bonds, insurance and general conditions are limited to no more than 10% of the Change Order amount up to the \$10,000, and no more than 7% of the Change Order amount for amounts over \$10,000 for all contractors and subcontractors.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;

- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may not request payment for Work completed under the Construction Change Directive in Applications for Payment. ~~The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15. Contractor may request payment when a Change Order is fully executed by the Owner.~~

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, ~~such agreement shall be effective immediately and~~ the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has ~~authority~~ authority, with notification to the Owner, to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time ~~and not inconsistent in compliance with~~

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the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect with prior notification to the Owner and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or ~~neglect of the Owner or Architect, neglect of the Owner or Architect with no fault on the part of Contractor, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or "Unavoidable Delay",~~ or by delay authorized by the Owner pending mediation and any binding dispute resolution; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may ~~determine, determine and only if such delay will prevent Contractor from achieving Substantial Completion by the required date for Substantial Completion.~~

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

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

§ 8.3.4 All claims for extensions of time shall be made in writing to the Owner within 7 days after the beginning of the delay; otherwise, they may be disallowed.

In the event of Unavoidable Delay where it is impractical to perform work and additional time for this Agreement is justified and agreed to by the Owner and Contractor, the Contractor may be due direct costs only excluding profit. These costs may include general conditions, overhead, bonds and insurance.

Working Days - An extension in Contract Time for a delay will be allowed only in the case that a normal working day is lost. A normal working day is defined as any day, except weekends and holidays, during which the Contractor can work for at least four hours. Delays will not be allowed for non-working days (e.g., weekends and official holidays observed by the Owner) unless the Contractor's approved schedule indicated working these days prior to the occurrence of the delay.

Critical Path Delays - Claims by the Contractor for delays will not be allowed due to failure of the Architect or the Owner to furnish interpretations, responses to Request for Information inquiries unless Contractor can demonstrate that such failures delayed the critical path as defined in the Associated General Contractor's publication "CPM in Construction" and 14 days are allowed from the date of the request by the Contractor, for interpretation by the Architect and the Owner.

Extensions of Contract Time Requests - the Contractor must clearly demonstrate that the critical path of activities that are defined in the Associated General Contractor's publication "The Use of CPM in Construction" was impacted and that the impact was due to causes beyond the control of the Contractor. Extensions of Time will not be granted for:

Delays which could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor.

Delays in the execution of parts of the work, which may in themselves be unavoidable, but do not prevent or delay execution of other parts of the work, nor the completion of the whole work within the time specified;

Delays arising from interruptions occurring in the execution of the work on account of reasonable interference of other Contractors employed by the Owner, which consume float but do not impact the critical path. Both the term "float" and "critical path" shall be as defined in the Associated General Contractor's publication "The Use of CPM in Construction"; or

Delays resulting from correction of work rejected as defective or as failing to conform to the Contract Documents.

§ 8.3.5 No additional compensation will be allowed to the Contractor for delays to an early completion schedule.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents. Contractor guarantees completion of the Work for such amount.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Schedule of values, in addition to Cost of the Work and fee items, shall include line items for project photographs and as-built drawings.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 0-2-0.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents. Unless otherwise expressly provided in an Application for Payment, each Application for Payment

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shall constitute Contractor's certification to Owner that Contractor is unaware of any facts or circumstances giving rise to Claims or extensions of Contract Time by Contractor as of the date of such Application of Payment. Contractor shall provide Applications for Payment, releases and other related documents in a format acceptable to the Owner.

§ 9.3.1.1 As provided in Section 7.3.0, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders. [Intentionally omitted.]

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site in a licensed and bonded facility at a location agreed upon in writing. Payment for materials and equipment stored on ~~or off the site~~ (or off the site in a licensed and bonded facility) shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site. If verification is necessary or required by Owner and/or Architect 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, Contractor shall pay all costs associated with site visits/review outside of local site visits by Owner and/or Architect.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum. Unless otherwise stated in the Agreement, all sums payable by Owner shall be subject to retainage of not less than ten percent (10.0%).

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION AND PAYMENT

§ 9.5.1 The issuance of a Certificate of Payment will constitute a recommendation only by the Architect and not a legal binding obligation on Owner. The Architect or the Owner may withhold a Certificate for Payment in whole or

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in part, to the extent reasonably necessary to protect the Owner, if in the Architect's or Owner's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of but not limited to:

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- .7 repeated failure to carry out the Work in accordance with the Contract ~~Documents~~ Documents or unsatisfactory execution of the Work;
- .8 failure of Contractor to comply with applicable Codes, Laws or Regulations;
- .9 failure to update as-built drawings or provide construction photographs with the Application for Payment. If these documents/items are not provided for actual work performed for a period of work covered by an Application for Payment and cannot be accurately provided due to passage of time, Owner may deduct a reasonable amount from the Agreement sum to reflect work not performed that cannot be recovered due to progress of work;
- .10 failure to update the CPM schedule concurrent with the request for payment; or
- .11 Any other reasonable basis to withhold certification.

Owner shall have no liability whatsoever for interest or other charges resulting from withholding of payment for any reason stated in Article 9.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted

Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by Law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's accurate, correct and complete Application for Payment, or if the Owner does not pay the Contractor within ~~seven~~ thirty days after the date established in the Contract Documents the amount certified on a complete and approved Application for Payment certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents Documents.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. Work in its entirety for its intended use.

The work will not be considered ready for Substantial Completion if any of the following conditions exist:

- 1 Excessive punch list work remains to be completed that would prevent or interfere with the occupancy and intended use of the facility in Owner's reasonable judgment.
- 2 Incomplete or defective work remains which would prevent or interfere with the occupancy and intended use of the facility.
- 3 The building mechanical systems have not been tested, balanced, and accepted as being fully complete.
- 4 The building electrical and life safety systems have not been tested and accepted as being fully complete.
- 5 The building commissioning process is not complete.
- 6 Final clean-up is not complete to support the occupancy and intended use of the facility, outside of clean-up associated with punchlist items to be completed (outside of cleaning as an item).
- 7 Final Inspections, Approvals and Temporary or Full Certificates of Occupancy by regulatory officials are not received and complete.
- 8 Successful/compliant testing of all data cabling (copper, fiber or other) and labeling of all data ports is complete and not fully correct.

9. Any other basis for Owner's or Architect's reasonable determination that Substantial Completion has not been achieved.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially ~~complete~~, complete and receives all inspections and regulatory approvals to permit occupancy, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the ~~Architect~~ Architect, and the owner at the Owner's discretion, will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially ~~complete~~, complete and receives all regulatory approvals to permit occupancy, the Architect will prepare a Certificate of Substantial Completion when approved by Owner as set forth below that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion is subject to Owner's approval and approval shall not be unreasonably withheld or delayed.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in

accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. Final Completion and Final Payment are subject to completion of all notices of retention release and notices/certificates of completion and related processes. Final Completion and Payment also cannot be issued unless:

1. No items or work remains relative to the testing, adjusting and balancing of any equipment and systems, and any building commissioning verifications after Substantial Completion are complete.
2. All operating and maintenance instructions, documents and training have been completed and submitted to the Architect and Owner and have been approved as complete by the Architect and Owner.
3. All guarantees, warranties and surety releases required by the Contract Documents have been provided.
4. As-Built in digital and hard copy format have been submitted to Architect and Owner and are accepted as complete.
5. Prevailing wage reports have been submitted to the Owner and are complete, and all pending or on-going prevailing wage compliance issues or actions are resolved, as required by law and as prevailing wage applies.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees. Final Completion and Final Payment are subject to completion of all notices of retention release and notices/certificates of completion and related processes.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from:
1. liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
2. failure of the Work to comply with the requirements of the Contract Documents; or
3. terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

§ 9.10.6 When the work and provisions of the Contract Documents are fully and satisfactorily completed, the Owner may record a Notice of Completion, issue all Notifications/Advertisements of Release of Retention and response periods subsequent to this notice/advertisement, and will pay to the Contractor a final payment consisting of the remaining unpaid balance of the contract sum due the Contractor upon completion of these items. The acceptance of

the final payment by the Contractor, subject to valid legal claims as otherwise specified herein, shall continue the application of the terms and conditions of the Guarantees and Warranties.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. Explosion, collapse and underground insurance coverage shall be included in insurance provided by the Contractor per the insurance provisions of this Agreement.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect. This person shall coordinate all safety planning and activities with the Safety Director specified by the Contractor per Section 3.9.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding ~~30~~ 5 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents and all

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applicable laws, rules and regulations regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing. The Contractor shall also install only those materials that are asbestos free. A certification statement shall incorporate into the submittal process and shall accompany each submittal. The certification statement must be signed by the Contractor to ensure that the review process has been accomplished. Any materials brought to the job that have not been certified must be removed until certified. This certification is not required for steel, aluminum, brass, masonry, concrete and glass unless materials have been treated with any coatings or finishes.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity. [Intentionally omitted.]

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances. The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. Through the submittal and shop drawing process and as a function of the Contractor's means and methods to accomplish the Work, the Contractor shall be responsible to verify any Contract Document requirements of any such materials or substances to accomplish the Work, and to recommend any alternate materials or substances to accomplish the Work that would not require the use of such hazardous materials or substances. Contractor shall be responsible to be knowledgeable about the proper handling and use requirements/practices for any such materials and substances and shall administer the use and handling of such substances accordingly. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence. Contractor shall provide Owner with notice of all hazardous substances as regulated by the Comprehensive Environmental and Liability Act as amended and/or regulated under any other applicable law which Contractor brings on to the site.

~~§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred. [Intentionally omitted.]~~

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall ~~act, at the Contractor's discretion, take reasonable measures~~ to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7. ~~Contractor shall notify the Owner and UNLV Police as soon as an emergency affecting safety of persons or property is discovered.~~

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

~~§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:~~

- ~~1. Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;~~
- ~~2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;~~
- ~~3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;~~
- ~~4. Claims for damages incurred by usual personal injury liability coverage;~~
- ~~5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;~~
- ~~6. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;~~
- ~~7. Claims for bodily injury or property damage arising out of completed operations; and~~
- ~~8. Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 7.18.~~

~~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.~~

§ 11.1.1 COMMERCIAL GENERAL LIABILITY AND UMBRELLA/EXCESS INSURANCE:

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.

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Shall be endorsed to state it is as broad as primary policies.

§ 11.1.1.2 BUILDER'S RISK INSURANCE:

~~Builder's risk insurance in an amount equal to the value of the total construction cost by the Contractor. [Intentionally Deleted]~~

§ 11.1.1.3 AUTOMOBILE LIABILITY INSURANCE:

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.

§ 11.1.1.4 WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

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 the Owner. All contractors 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.

§ 11.1.1.5 POLLUTION LIABILITY:

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

~~§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents. The insurance as specified shall not be cancelled, non-renewed, or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the Owner. A copy of this signed endorsement must be attached to the certificate of insurance. [Intentionally Deleted]~~

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§ 11.1.2.1 Contractor Shall:

- ~~a. Have each of their insurance policies endorsed to provide ten (10) days notice for non-payment of premium and;~~
- ~~b. Specify that the policies cannot be cancelled, non renewed, coverage and/or limits reduced or coverage materially altered that can affect 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;~~
- ~~c. A copy of this signed endorsement must be attached to the Certificate of Insurance;~~
- ~~d. Contractor shall 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.~~

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~~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.~~

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§ 11.1.3 Each insurance policy shall be:

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- .1: 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
- .2: Currently rated by A.M. Best as A - IX or better.

~~.3: Until such time as the insurance is no longer required by the Board of Regents of the Nevada System of Higher Education on behalf of UNLV, contractors shall provide the 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 the contract, an insurer or agent shall fail to comply with the requirements of this contract, as soon as contractor has knowledge of any such failure, contractor shall immediately notify the Owner and immediately replace such insurance or bond with insurance or bond meeting the contract requirements.~~

~~These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.3. Information concerning reduction of coverage on account of reduced limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness. § 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include ~~the Owner, the Architect and the Architect's consultants/consultants~~ as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations.~~

§ 11.1.5 Evidence of Insurance: Prior to the start of any work the contractor must provide the following documents to the Owner:

- .1 Certificate of Insurance: The Accord 25 Certification of Insurance form or a form substantially similar must be submitted to UNLV to evidence the insurance policies and coverage required of contractor.
- .2 Additional Insured Endorsements: Original Additional Insured Endorsement(s) signed by an authorized insurance company representative(s).
- .3 Policy Cancellation Endorsement.
- .4 Waiver of Subrogation Endorsement.
- .5 Endorsement reflecting the contractor's insurance is primary over any other applicable insurance.
- .6 Loss Payee Endorsement.

§ 11.1.6 The insurance required by Article 11 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.7 The Board of Regents of the Nevada System of Higher Education shall be named as additional insured on the Commercial General Liability, and Excess/Umbrella policy with the exception of Professional Liability Insurance by Insurance Services Office (ISO) standard endorsement CG 20 26 07 04 entitled ADDITIONAL INSURED-DESIGNATED PERSON OR ORGANIZATION.

§ 11.1.8 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.

§ 11.1.9 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.

§ 11.1.10 Policy Cancellation Endorsement: Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to specify that, without sixty (60) days prior written notice to UNLV, the policy shall not be canceled, non-renewed, or coverage and/or limits reduced or materially altered. The endorsement shall

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also provide that notices required by this paragraph be sent by certified mail to the Owner and their Risk Management and Safety Department. A copy of this signed endorsement must be attached to the Certificate of Insurance.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance. Any insurance or self-insurance available to the Board of Regents of the Nevada System of Higher Education on behalf of UNLV shall be in excess of and non-contributing with any insurance required.

§ 11.3 PROPERTY INSURANCE/PROPERTY INSURANCE/BUILDERS RISK

§ 11.3.1 Unless otherwise provided, the ~~Owner/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 Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

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

§ 11.3.1.1 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, falsework, 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.

~~§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverage in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto. [Intentionally omitted.]~~

§ 11.3.1.3 Insurance maintained by contractors shall apply on a first dollar basis without application of a deductible or self-insured retention, which shall not exceed \$5,000.00 per occurrence unless otherwise specifically agreed to by Owner. Such approval shall not relieve contractors from the obligation to pay any deductible or self-insured retention.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 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.

§ 11.3.2 BOILER AND MACHINERY INSURANCE or INSTALLATION FLOATER

The ~~Owner/Contractor~~ shall purchase and maintain boiler and machinery ~~and/or inland marine installation floater~~ insurance ~~as~~ 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~~ until final acceptance

by the Owner, this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, ~~and the Owner and Contractor shall be named insureds. Work and be at least in the amount of the actual cash value of the property being installed.~~

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, ~~at the Owner's option, may 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. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards, however caused.~~

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible and agreeable to the Owner, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 [Intentionally omitted.]

§ 11.3.6 The Contractor shall ~~shall file with the Contractor, make available to the Owner,~~ upon request by the Owner, ~~at Contractor's expense~~ a copy of each policy and/or loss history related to insurance coverage required by Article 11. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. ~~Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.~~

§ 11.3.7 WAIVERS OF SUBROGATION

Subrogation must be waived against the Board of Regents of the Nevada System of Higher Education on behalf of UNLV.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 [Intentionally Omitted]

§ 11.3.10 [Intentionally Omitted]

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

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

A. Performance Bond in the amount of 100% of the total Agreement Sum.

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

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

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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 subcontract 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 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.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's or Owner's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by ~~the Architect, the Architect with the Owner's consent or by the Owner~~, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the ~~Contract Time, Contract Time or Contract Sum~~.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work with Owner's consent, and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect with Owner's consent, or rejected by the Owner, or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

The Contractor shall promptly correct all work rejected as defective or as failing to conform to the Contract Documents, whether observed before the Notice of Completion or discovered after the Notice of Completion, and whether or not fabricated, installed, or completed. The Contractor shall bear all costs of correcting such rejected work, including the cost for additional services by the Owner.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the requirements of the Contract Documents, the Contractor ~~shall~~ shall, at Contractor's expense, correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4. This provision or any other provision in Section 12.2.2 does not relieve the Contractor in any way of conforming to the requirements of the Contract Documents or correcting items not compliant with the Contract Documents per applicable laws, statutes or any regulations, whether they are observable, concealed or in any other condition or status.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4 laws of the State of Nevada without regard to conflict of law principles that would result in the application of any law other than the law of the State of Nevada.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole-whole, or in part, without written consent of the other. If either party attempts to make such an assignment without such consent, that such assignment shall not be effective and shall constitute a default under the Contract. Any party assigning its interest pursuant to properly granted consent of the other party shall nevertheless remain legally responsible for all obligations under the Contract.

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User: WWPB 11/09/14 09:23 (136436029)

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended, or if delivered at, or sent by registered or certified mail or ~~by courier service providing proof of delivery to the last business address known to the party giving notice~~ delivered by courier service with return receipt providing proof of delivery to:

<u>Owner</u>	<u>Contractor</u>
<u>David S. Frommer, AIA</u> <u>Executive Director, Planning and Construction</u> <u>University of Nevada, Las Vegas</u> <u>Box 451027, 4505 Maryland Pkwy.</u> <u>Las Vegas, NV 89154-1027</u>	<u>Contractor (Owner)</u> <u>Title</u> <u>Company Name</u> <u>Address</u> <u>Las Vegas, NV 89154</u>
<u>Sharrin Menden, C.P.M.</u> <u>Director of Purchasing</u> <u>University of Nevada, Las Vegas</u> <u>Box 451033, 4505 Maryland Pkwy.</u> <u>Las Vegas, NV 89154-1033</u>	

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by ~~law or equity~~.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

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§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect and/or Owner is to observe tests, inspections or approvals required by the Contract Documents, the Architect and/or Owner will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

Payments due and unpaid under the Contract Documents and after 30 days after Owner's receipt of a complete and approved Certificate for Payment. Interest on any amounts due from Owner to Contractor, or from Contractor to Owner, as the case may be, shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located 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 Contractor be entitled to interest on retainage.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7. Any applicable statutes of limitation or repose, and any time limits imposed by this Section 13.7, shall be tolled from the time notice of any claim is given, until 30 days after mediation is concluded or waived in writing.

§ 13.8 COUNTERPARTS

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

§ 13.9 BUSINESS DAY

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

§ 13.10 INVALIDITY

If any one or more of the provisions (or any part thereof) contained in the Contract 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 Contract Documents.

§ 13.11 INDEPENDENT CONTRACTOR

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped; or

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- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents.
- .4 ~~The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.~~ [Intentionally omitted.]

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper ~~materials~~ materials or equipment to complete the Work in a diligent, efficient, timely, workmanlike, skillful and careful manner.
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority, or
- .4 otherwise is guilty of substantial or material breach of a provision of the Contract Documents.
- .5 If Contractor makes a general assignment or general arrangement for the benefit of creditors; (ii) if a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed by or against Contractor and is not dismissed within thirty (30) days; (iii) if a trustee or receiver is appointed to take possession of substantially all of Contractor's assets or of Contractor's interest in this Agreement and possession is not restored to Contractor within thirty (30) days; or (iv) if substantially all of Contractor's assets or of Contractor's interest in this Agreement is subjected to attachment, execution or other judicial seizure which is not discharged within thirty (30) days.

§ 14.2.2 When any of the above reasons exist, the Owner, upon ~~certification~~ (i) certification by the Initial Decision Maker that sufficient cause exists to justify such action, or (ii) Owner's reasonable determination that such reasons exist, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other ~~damages, damages, costs or expenses of Owner, including, without limitation, costs of Owner's consultants and attorneys,~~ incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE ~~OR NON-APPROPRIATION OF FUNDS~~

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. In such case, the Owner will provide the Contractor seven (7) days written notice of intent to terminate. Upon receipt of such notice, the contractor shall take immediate action to mitigate any damage or additional expense.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such ~~termination, along with reasonable overhead and profit on the Work not executed~~ including reasonable overhead and profit on Work executed.

§ 14.4.4 The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Owner for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the Owner, this Agreement shall terminate, without penalty or expense to the Owner of any kind whatsoever, upon written notice being given by the Owner to the Contractor. Upon receipt of such notice, the Contractor shall take immediate action to mitigate any damage or additional expense.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

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§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES ~~The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes~~

- ~~(1) damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and~~
- ~~(2) damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.~~

~~This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents. (Intentionally Omitted)~~

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting

data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing, (2) state the reasons therefor, and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 15.3.3 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.

§ 15.4 [Intentionally Omitted]

§ 15.4.1 [Intentionally Omitted]

§ 15.4.1.1 [Intentionally Omitted]

§ 15.4.2 [Intentionally Omitted]

§ 15.4.3 [Intentionally Omitted]

§ 15.4.4 [Intentionally Omitted]

§ 15.4.4.1 [Intentionally Omitted]

§ 15.4.4.2 [Intentionally Omitted]

§ 15.4.4.3 [Intentionally Omitted]

D
R
A
F
T

EXHIBIT B STRUCTURAL CALCULATIONS
ALSO SEE ATTACHED PDF

STRUCTURAL CALCULATIONS
FOR
UNLV – DINING COMMONS
HVAC UNIT REPLACEMENT

Las Vegas, NV

July, 2015

RBA Architecture
8275 S Eastern #200
Las Vegas, NV 89123



MECH UNITS

RTU 1	7' x 14'	6,000#	60 psf	DL = 20 psf
RTU 2	7' x 14'	6,000#	60 psf	
RTU 5	7' x 11'	3,200#	42 psf	STEEL APL PER EXISTING STRUCTURAL
RTU 6	5' x 7'	1,600#	46 psf	
MAN 1	4' x 11'	3,400#	77 psf	

RTU 1 & 2

EXISTING BEAMS W/ 12x19 = 28'-0" <SPACE> = 9'-4"
W/ 16x36 = 28'-0"

W/ 12x19

$$W_1 = \frac{16(3.0)}{DL} + 20(9) + 19(9) = 489 \text{ PLF}$$

$$W_2 = 20(9) + 19(9) = 357 \text{ PLF}$$

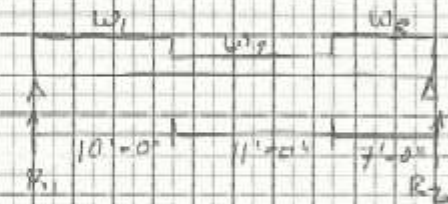
$$W_3 = 60(5.5) + 37(9) = 672 \text{ PLF}$$

$$R_1 = 6,316 \text{ #}$$

$$R_2 = 7,249 \text{ #}$$

$$M_{max} = 43 \text{ K-FT}$$

ALLOWABLE = 47 K-FT
OK AT GOOD



W/ 16x36 DL

$$W_1 = 20(28) + 12(28) = 896 \text{ PLF}$$

$$W_2 = 896 + 60(28) = 1,270 \text{ PLF}$$

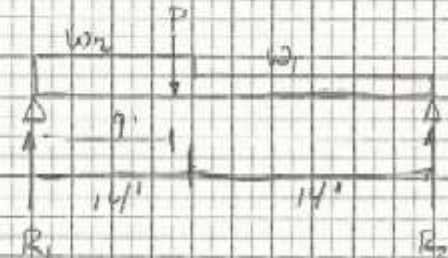
$$P = \frac{489(10)(10)}{(2)(28)} + \frac{4(6)(35)(10)^2}{(2)(28)} = 1,119$$

$$R_1 = 17,23 \text{ K}$$

$$R_2 = 14,20 \text{ K}$$

$$M_{max} = 111.2 \text{ K-FT}$$

ALLOWABLE = 112 K-FT > 111.2 K-FT



MAX 1

AREA = 4' x 7'

WEIGHT = $\frac{17600}{(4)(7)} = 61 \text{ PSF}$

WORST CASE: UNIT CENTERED ON BEAM

$w_1 = 39(7) = 357$

$w_2 = 357 + 61(3.5) = 565$

$R_1 = R_2 = \frac{(357(20) + 565(4))}{2} = 4640 \#$

$M_{max} = 4640(12) - 357(10)(7) - 565(2) = 29,780 \text{ lb-ft}$
 USE 4W12X19

TRY SHEETING 4'-0" OFF CENTER

$R_1 = 4,854 \#$

$R_2 = 4,426 \#$

$M_{max} = 27,370 \text{ lb-ft}$

LESS THAN 30 k-ft THEREFORE OK

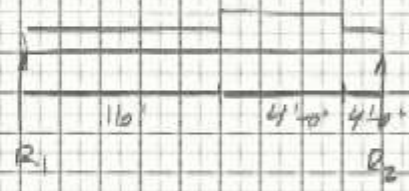
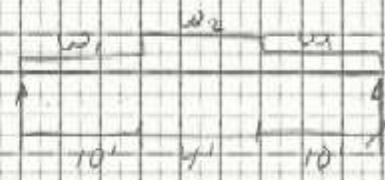
CHECK W 12X14

$w_1 = 39(4.5) = 176$

$w_2 = 176 + 61(4) = 420$

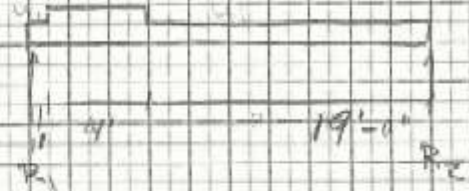
$R_1 = R_2 = \frac{(420(7) + 176(12))}{2} = 2966 \#$

$M_{max} = 21.4 \text{ k-ft}$



MAU 1

EXISTING BEAMS W12X14
 W16X36



W12X14

$$w_1 = 39(9) = 351$$

$$w_2 = 74(6.5) + 351 = 851.5$$

$$R_1 = 6088 \text{ K}$$

$$R_2 = 5.50 \text{ K}$$

$$M_{max} = 27.2 \text{ K-ft}$$

USE W12X14 TO REINFORCE

W16X36 SPAN = 23 = 0'

$$w_1 = 32(24) = 768$$

$$w_2 = \frac{33(4)(24)}{24} + 32(24) = 1,038$$

ASSUME LOAD OF 1/182 ENTIRE LENGTH OF BEAM

$$M_{max} = 115.2 \text{ K-ft}$$

ALLOWABLE = 112 K-ft SINCE UNIT IS 11'-0" & BEAM IS GOOD IN BENDING

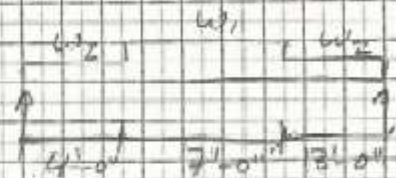
RTU 10

EXISTING BEAMS W12x14 SPAN = 24'-0"
 W16x36 SPAN = 28'-0"

W12x14
 $W_1 = 46(3.5) + 39(9) = 512$
 $W_2 = 39(9) = 351$

$R_1 =$
 $R_2 =$

$M_{max} = 29.5 \text{ K-Ft}$
 ALLOWABLE = 30 K-Ft > 29.5 K-Ft



W16x36
 $W_1 = \frac{46(5)(25.5)}{28} + 32(28) = 1,105$
 $W_2 = 32(28) = 896$

* BY INSPECTION W16x36 MOMENT IS LESS THAN FOR RTU 102

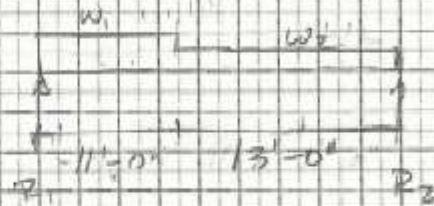
BTU 5

EXISTING BEAMS W/ 12x14 SPLIT INTO WEIGHT BTUS (2) W/ 12x14
 W/ 11x8 3/4 SPAN = 28'-0"
 W/ 16x26 SPAN = 28'-0"

W/ 12x14

$$W_1 = 12(36) + 89(9) = 493 \text{ PLF}$$

$$W_2 = 39(9) = 351 \text{ PLF}$$



$$R_1 = 5.46 \text{ k}$$

$$R_2 = 4.58 \text{ k}$$

$$M_{max} = 29.7 \text{ k-ft}$$

$$ALLOWABLE = 30 \text{ k-ft}$$

ADD W/ 12x14

W/ 11x8 3/4

$$W_1 = \frac{12(11)(21)}{28} + \frac{32(28)}{28} = 1,242.5$$

$$W_2 = 32(28) = 896$$

$$W_3 = \frac{16(9)(26)}{28} + \frac{32(28)}{28} = 1,119$$



$$R_1 = 14.3 \text{ k}$$

$$R_2 = 14.1 \text{ k}$$

$$M_{max} = 99.0 \text{ k-ft}$$

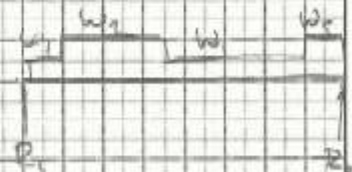
$$ALLOWABLE = 112 \text{ k-ft} > 99.0 \text{ k-ft}$$

W/ 16x26

$$W_1 = 896/2 = 448$$

$$W_2 = 1,242.5$$

$$W_3 = 1,119$$



$$R_1 = 10.3 \text{ k}$$

$$R_2 = 10.49 \text{ k}$$

$$M_{max} = 70.2 \text{ k-ft}$$

$$ALLOWABLE = 66 \text{ k-ft}$$

MAU 1

INCLUDE (E) UNIFORM WEIGHT
 WEIGHT = 650#

CHECK W12X14

$$W_1 = 15K$$

$$W_2 = 420$$

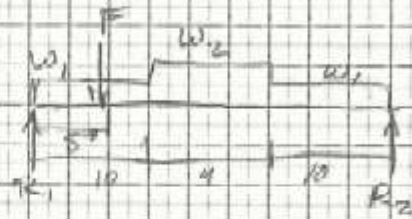
$$F = 650 \# (10/2) = 489 \#$$

$$R_1 = 2987 \#$$

$$R_2 = 2702 \#$$

$$M_{MAX} = 20.06 \text{ K-FT}$$

Capacity 20 K-FT \therefore BEAM OK



CHECK W10X36

$$W_1 = 700 \#$$

$$W_2 = 1038 \#$$

$$F = 640$$

$$R_1 = R_2 = 12,017 \#$$

$$W_{eq} = 358 \text{ PLF}$$

DESIGN WAS BASED ON
 $W_{eq} = 1182 \text{ PLF}$

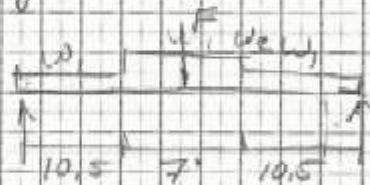


EXHIBIT C:
 CONSTRUCTION DOCUMENTS
 ALSO SEE ATTACHED PDF

UNLV

DIN COMMONS HVAC UPGRADE


UNIVERSITY OF NEVADA LAS VEGAS
 4505 S. MARYLAND PKWY.
 LAS VEGAS, NEVADA 89154

DESIGNER OF RECORD AND MECHANICAL ENGINEER

**Sigma Mechanical
Engineering Consultants**

1875 S. Warm Springs Road, Suite A
Las Vegas, NV 89119 (702) 315-4272

VICINITY MAP



DRAWING INDEX

<p>GENERAL</p> <p>01.00 - PROJECT GENERAL</p> <p>MECHANICAL</p> <p>02.00 - MECHANICAL SYSTEMS AND EQUIPMENT</p> <p>03.00 - MECHANICAL ELECTRICAL AND PLUMBING</p> <p>04.00 - MECHANICAL SYSTEMS - HVAC</p> <p>05.00 - MECHANICAL SYSTEMS - PIPING</p> <p>06.00 - MECHANICAL SYSTEMS - PIPING</p>	<p>ARCHITECTURAL</p> <p>07.00 - TOTAL LABORATORY AND RESEARCH CENTER</p> <p>08.00 - MECHANICAL SYSTEMS</p> <p>09.00 - MECHANICAL SYSTEMS</p> <p>10.00 - MECHANICAL SYSTEMS</p> <p>11.00 - MECHANICAL SYSTEMS</p> <p>12.00 - MECHANICAL SYSTEMS</p> <p>STRUCTURAL</p> <p>13.00 - MECHANICAL SYSTEMS</p> <p>ELECTRICAL</p> <p>14.00 - MECHANICAL SYSTEMS AND EQUIPMENT</p> <p>15.00 - MECHANICAL SYSTEMS</p> <p>16.00 - MECHANICAL SYSTEMS</p>
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DESIGN TEAM

<p>OWNER REPRESENTATIVE:</p> <p>UNLV</p>	<p>DESIGN MANAGER:</p> <p>Sigma Mechanical Engineering Consultants</p>	<p>CONSULTANTS:</p> <p>ARCHITECTURAL: [Firm Name]</p> <p>MECHANICAL ENGINEER: [Firm Name]</p> <p>ELECTRICAL ENGINEER: [Firm Name]</p>	<p>ARCHITECT/STRUCTURAL:</p> <p>[Firm Name]</p>
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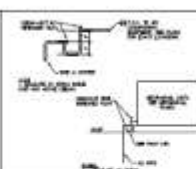
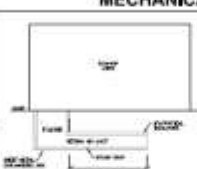
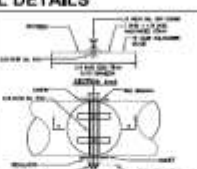
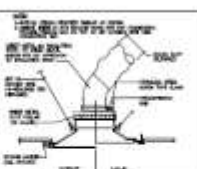






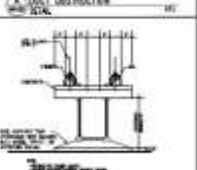
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 4505 S. MARYLAND PKWY.
 LAS VEGAS, NEVADA 89154

PROJECT NO. 15-001

PROJECT NAME: UNLV DIN COMMONS HVAC UPGRADE

PROJECT SHEET: G1.01

CONTRACTOR:

MECHANICAL SCHEDULES																																																					
PACKAGED ROOFTOP UNIT SCHEDULE (EXISTING) <table border="1"> <thead> <tr> <th>UNIT</th> <th>MANUFACTURER & MODEL NO.</th> <th>TYPE</th> <th>COOLING CAPACITY (TONS)</th> <th>HEATING CAPACITY (TONS)</th> <th>SEASONAL ENERGY EFFICIENCY RATIO (SEER)</th> <th>ENERGY EFFICIENCY INDEX (EER)</th> <th>APPROX. WEIGHT (LBS)</th> <th>APPROX. HEIGHT (FT)</th> <th>APPROX. WIDTH (FT)</th> <th>APPROX. DEPTH (FT)</th> </tr> </thead> <tbody> <tr> <td>0000.0</td> <td>0000.0</td> <td>0000.0</td> <td>0.0</td> <td>0.0</td> <td>0.0</td> <td>0.0</td> <td>0.0</td> <td>0.0</td> <td>0.0</td> <td>0.0</td> </tr> </tbody> </table>					UNIT	MANUFACTURER & MODEL NO.	TYPE	COOLING CAPACITY (TONS)	HEATING CAPACITY (TONS)	SEASONAL ENERGY EFFICIENCY RATIO (SEER)	ENERGY EFFICIENCY INDEX (EER)	APPROX. WEIGHT (LBS)	APPROX. HEIGHT (FT)	APPROX. WIDTH (FT)	APPROX. DEPTH (FT)	0000.0	0000.0	0000.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	PACKAGED ROOFTOP UNIT SCHEDULE (2.100 FEET ELEVATION - 110'Y AMBIENT) <table border="1"> <thead> <tr> <th>UNIT</th> <th>MANUFACTURER & MODEL NO.</th> <th>TYPE</th> <th>COOLING CAPACITY (TONS)</th> <th>HEATING CAPACITY (TONS)</th> <th>SEASONAL ENERGY EFFICIENCY RATIO (SEER)</th> <th>ENERGY EFFICIENCY INDEX (EER)</th> <th>APPROX. WEIGHT (LBS)</th> <th>APPROX. HEIGHT (FT)</th> <th>APPROX. WIDTH (FT)</th> <th>APPROX. DEPTH (FT)</th> </tr> </thead> <tbody> <tr> <td>0000.0</td> <td>0000.0</td> <td>0000.0</td> <td>0.0</td> <td>0.0</td> <td>0.0</td> <td>0.0</td> <td>0.0</td> <td>0.0</td> <td>0.0</td> <td>0.0</td> </tr> </tbody> </table>					UNIT	MANUFACTURER & MODEL NO.	TYPE	COOLING CAPACITY (TONS)	HEATING CAPACITY (TONS)	SEASONAL ENERGY EFFICIENCY RATIO (SEER)	ENERGY EFFICIENCY INDEX (EER)	APPROX. WEIGHT (LBS)	APPROX. HEIGHT (FT)	APPROX. WIDTH (FT)	APPROX. DEPTH (FT)	0000.0	0000.0	0000.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
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SMOKE DETECTOR NOTES 1. SEE CONTRACTOR'S SPECIFICATIONS FOR SMOKE DETECTOR INSTALLATION AND WIRING. THE DETECTOR SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS AND THE NATIONAL FIRE ALARM AND SIGNAL ASSOCIATION (NFPA) 72. THE DETECTOR SHALL BE INSTALLED IN THE ROOMS LISTED BELOW. 2. THE DETECTOR SHALL BE INSTALLED IN THE ROOMS LISTED BELOW. 3. THE DETECTOR SHALL BE INSTALLED IN THE ROOMS LISTED BELOW. 4. THE DETECTOR SHALL BE INSTALLED IN THE ROOMS LISTED BELOW. 5. THE DETECTOR SHALL BE INSTALLED IN THE ROOMS LISTED BELOW.					AIR DEVICE SCHEDULE <table border="1"> <thead> <tr> <th>UNIT</th> <th>MANUFACTURER & MODEL NO.</th> <th>TYPE</th> <th>CFM</th> <th>VOLTS</th> <th>PHASE</th> <th>APPROX. WEIGHT (LBS)</th> <th>APPROX. HEIGHT (FT)</th> <th>APPROX. WIDTH (FT)</th> <th>APPROX. DEPTH (FT)</th> </tr> </thead> <tbody> <tr> <td>0000.0</td> <td>0000.0</td> <td>0000.0</td> <td>0.0</td> <td>0.0</td> <td>0.0</td> <td>0.0</td> <td>0.0</td> <td>0.0</td> <td>0.0</td> </tr> </tbody> </table>					UNIT	MANUFACTURER & MODEL NO.	TYPE	CFM	VOLTS	PHASE	APPROX. WEIGHT (LBS)	APPROX. HEIGHT (FT)	APPROX. WIDTH (FT)	APPROX. DEPTH (FT)	0000.0	0000.0	0000.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0																								
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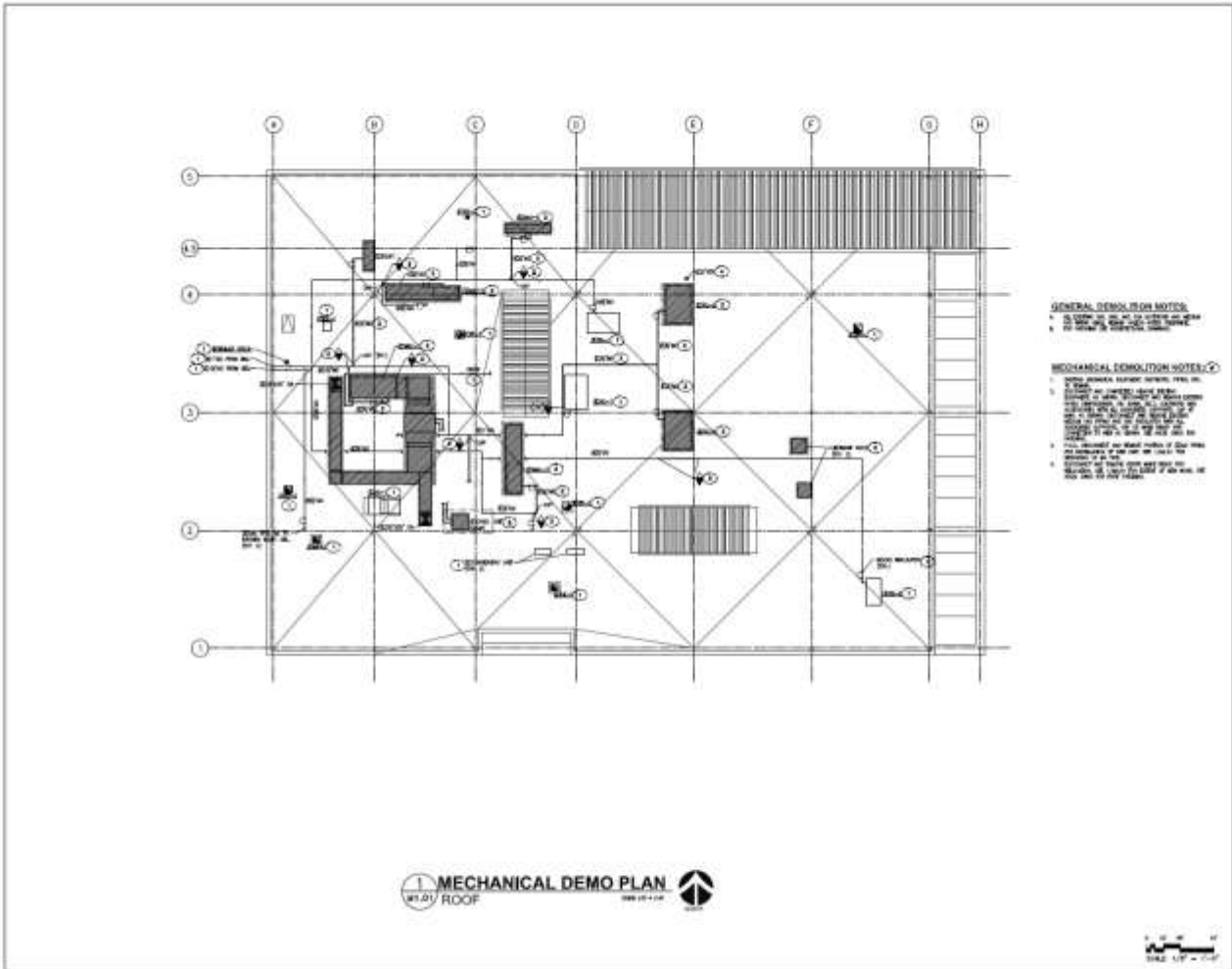
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 LAS VEGAS, NV 89102

MECHANICAL SCHEDULES AND DETAILS

CONTRACTOR

M0.02



- GENERAL DEMOLITION NOTES:**
- 1. DEMOLITION SHALL BE IN ACCORDANCE WITH THE CITY OF SEATTLE'S DEMOLITION REGULATIONS.
- MECHANICAL DEMOLITION NOTES:**
1. REMOVE ALL EXISTING MECHANICAL EQUIPMENT AND PIPING AS SHOWN ON THIS PLAN.
 2. REMOVE ALL EXISTING MECHANICAL EQUIPMENT AND PIPING AS SHOWN ON THIS PLAN.
 3. REMOVE ALL EXISTING MECHANICAL EQUIPMENT AND PIPING AS SHOWN ON THIS PLAN.
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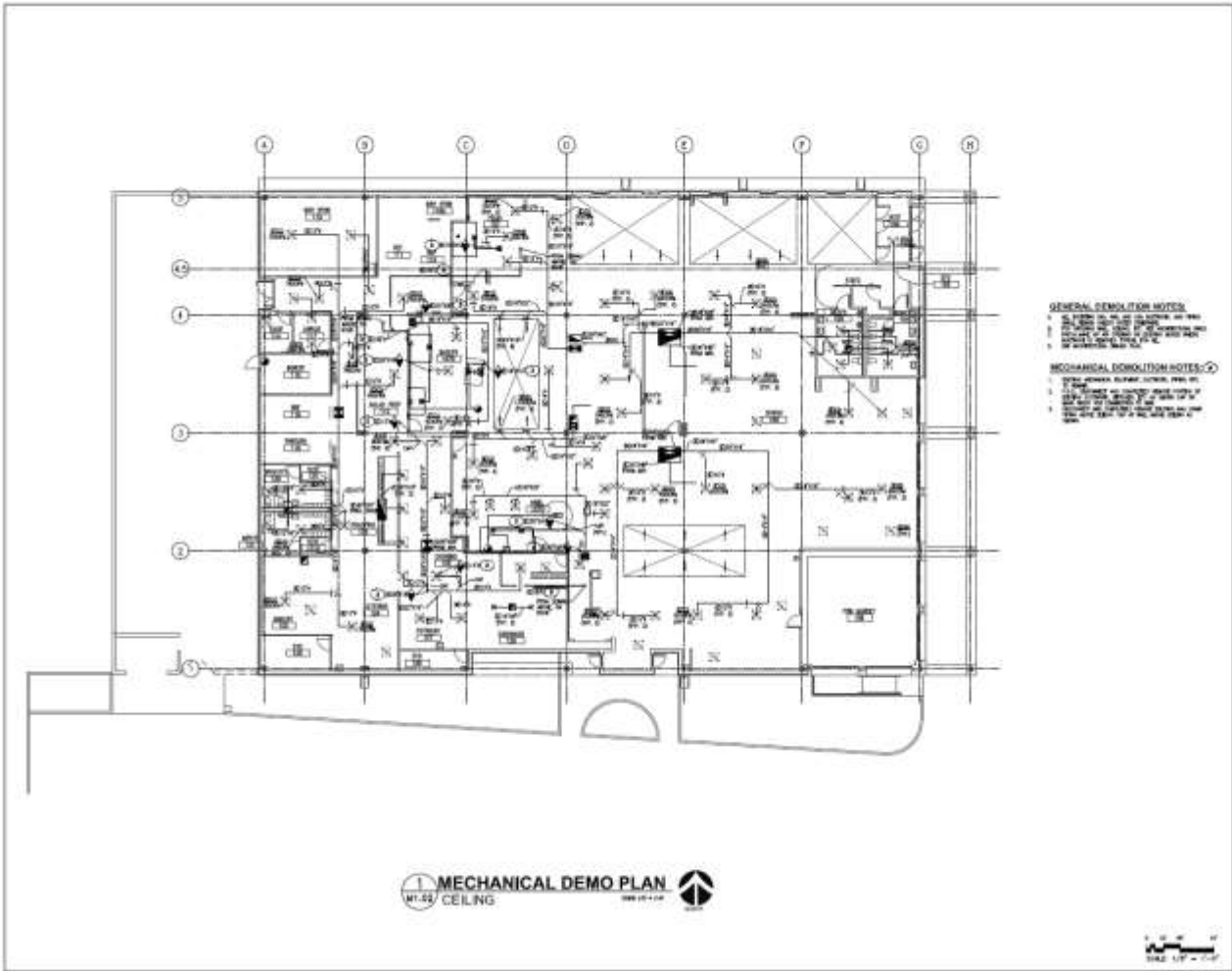
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MECHANICAL DEMO PLAN
 - ROOF

M1.01

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GENERAL DEMOLITION NOTES:

1. DEMOLITION SHALL BE IN ACCORDANCE WITH THE CITY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS AND SAFETY (DPW&S) DEMOLITION MANUAL.
2. ALL DEMOLITION SHALL BE DONE IN ACCORDANCE WITH THE CITY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS AND SAFETY (DPW&S) DEMOLITION MANUAL.

MECHANICAL DEMOLITION NOTES:

1. DEMOLISH ALL EXISTING MECHANICAL EQUIPMENT AND DUCTWORK TO BE DEMOLISHED AS SHOWN ON THIS PLAN.
2. DEMOLISH ALL EXISTING MECHANICAL EQUIPMENT AND DUCTWORK TO BE DEMOLISHED AS SHOWN ON THIS PLAN.

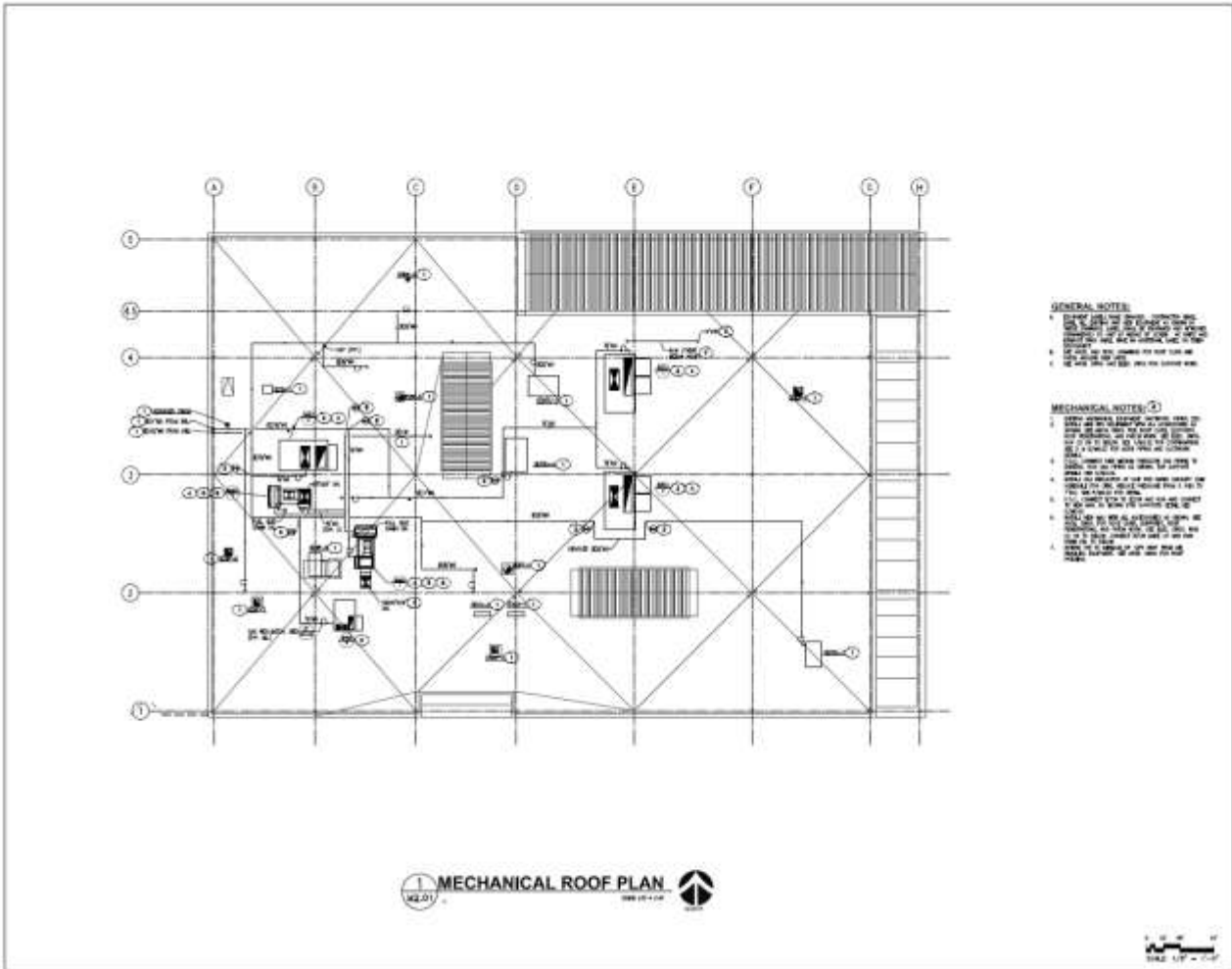
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 Los Angeles, CA 90007 (213) 252-2172

JNLV
 DEPARTMENT OF PUBLIC WORKS AND SAFETY
 100 SOUTH MAIN STREET
 LOS ANGELES, CA 90012

MECHANICAL DEMO PLAN - CEILING

M1.02

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GENERAL NOTES:

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL MECHANICAL ELECTRICAL PLUMBING (IMEP) CODES AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) CODES.
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4. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL MECHANICAL ELECTRICAL PLUMBING (IMEP) CODES AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) CODES.
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6. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL MECHANICAL ELECTRICAL PLUMBING (IMEP) CODES AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) CODES.
7. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL MECHANICAL ELECTRICAL PLUMBING (IMEP) CODES AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) CODES.
8. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL MECHANICAL ELECTRICAL PLUMBING (IMEP) CODES AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) CODES.
9. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL MECHANICAL ELECTRICAL PLUMBING (IMEP) CODES AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) CODES.
10. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL MECHANICAL ELECTRICAL PLUMBING (IMEP) CODES AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) CODES.
11. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL MECHANICAL ELECTRICAL PLUMBING (IMEP) CODES AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) CODES.

MECHANICAL ROOF PLAN



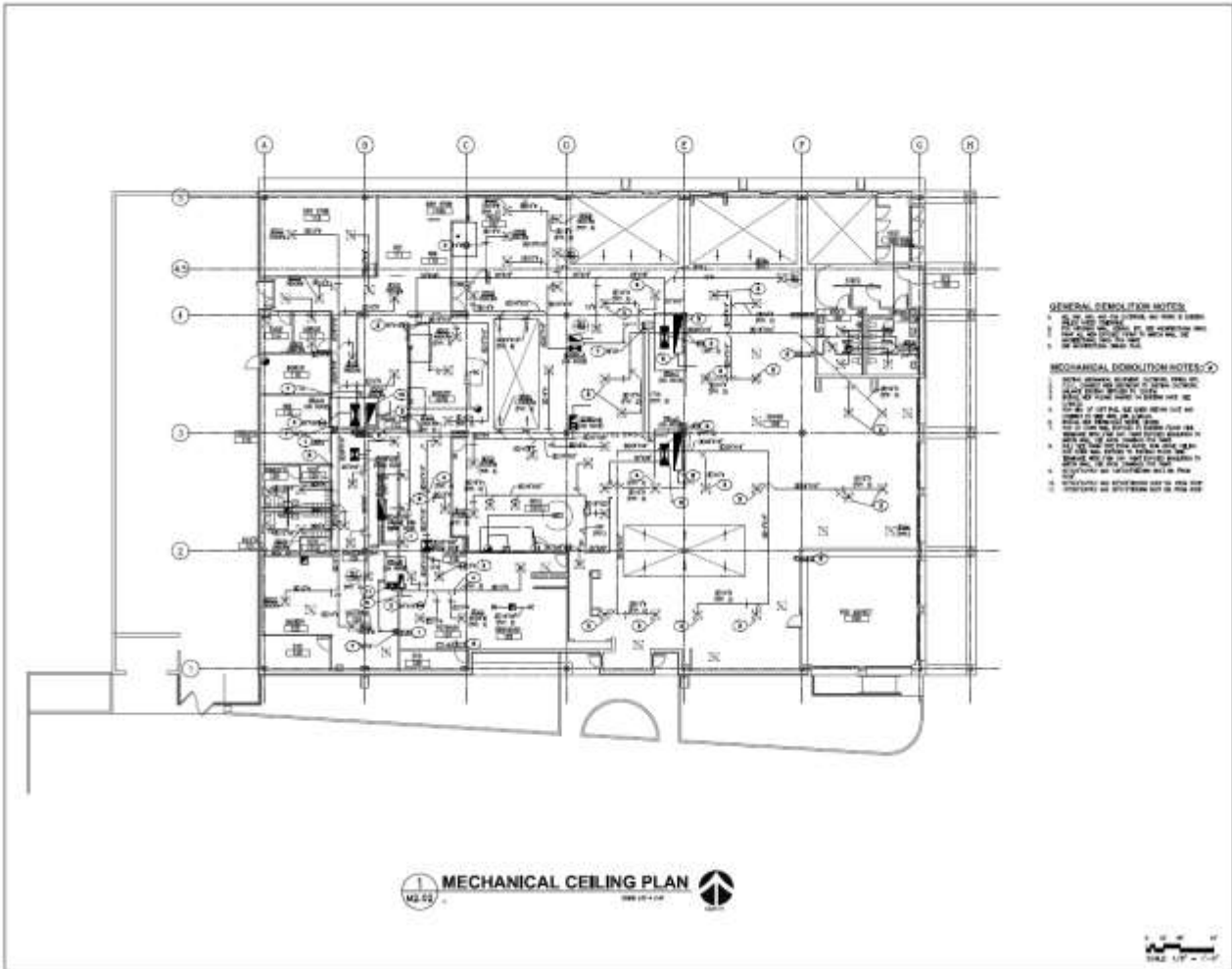
Signs Mechanical
 100 S. Main Street, Suite 100
 Los Angeles, CA 90012
 Tel: (213) 224-1177

UNLV
 UNIVERSITY OF NEVADA, LAS VEGAS

MECHANICAL ROOF PLAN

M2.01

CONTRACTOR



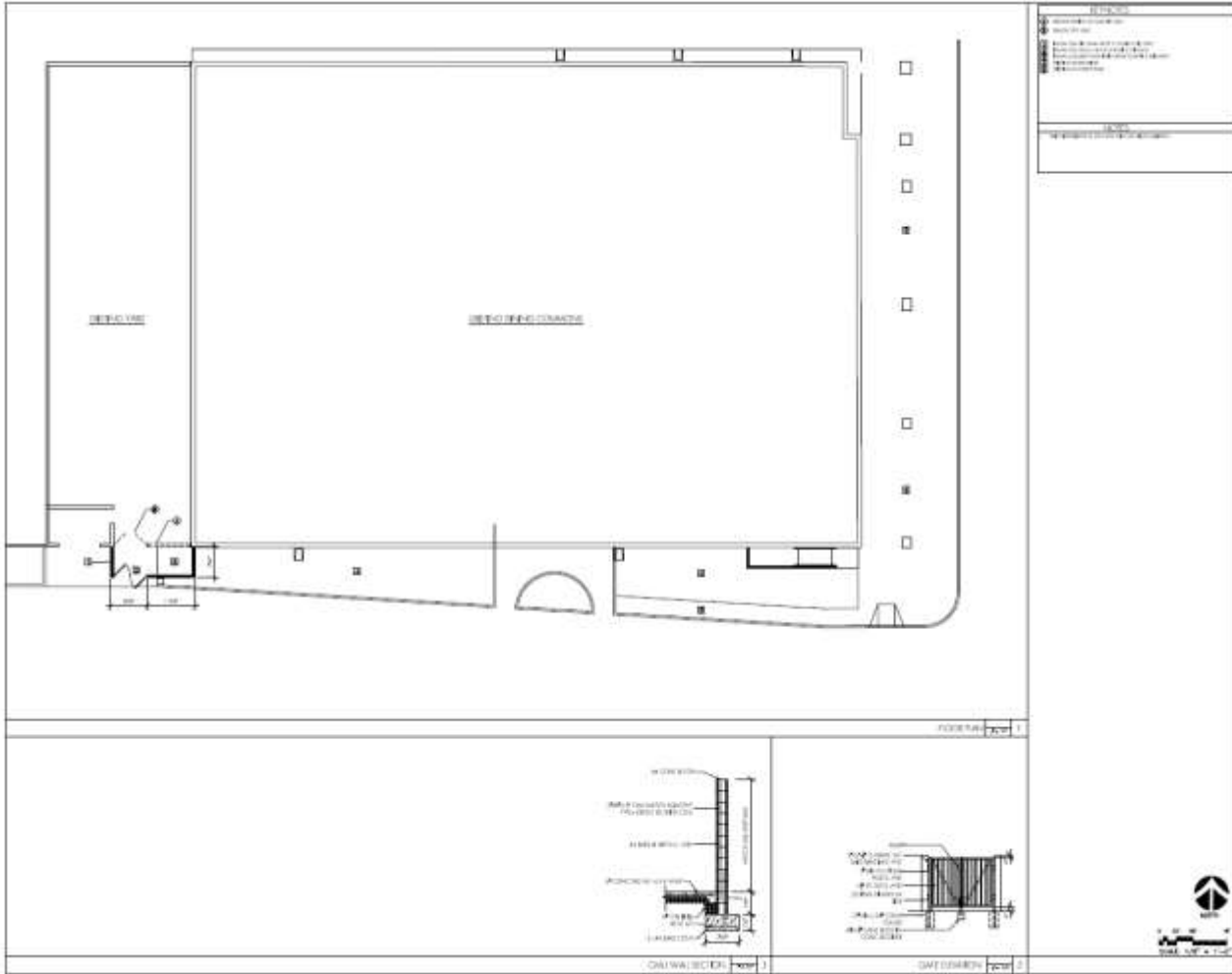
Signs Mechanical
 Mechanical Engineering
 100 S. Main Street, Suite 200
 Los Angeles, CA 90012 (213) 224-2172

UNLV
 UNIVERSITY OF NEVADA, LAS VEGAS
 DEPARTMENT OF MECHANICAL AND INDUSTRIAL ENGINEERING

MECHANICAL CEILING PLAN

M2.02

CONTRACTOR



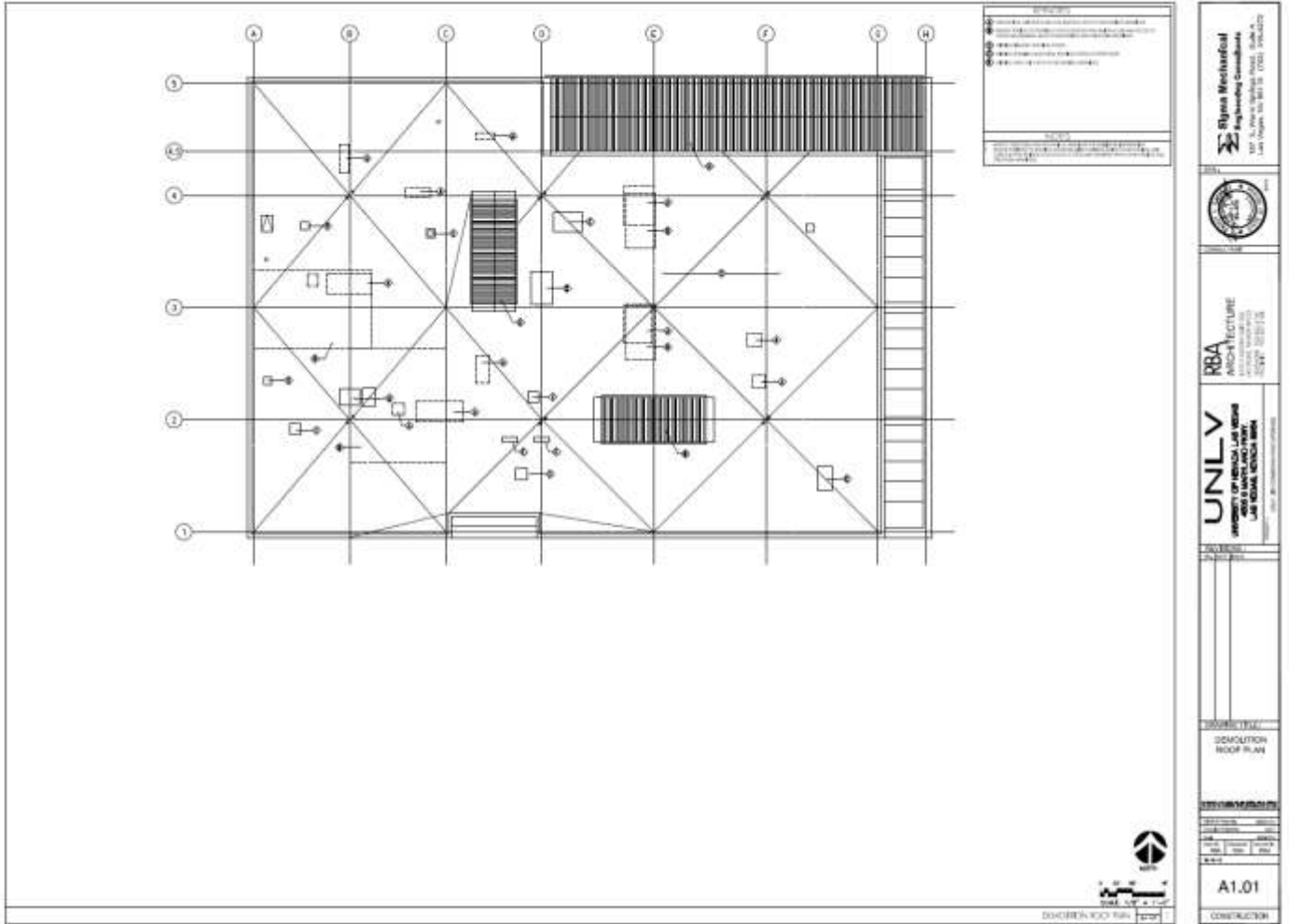
Alma Mechanical Engineering Consultants
 1000 Highway 101, Suite 100, Victoria, BC V8V 2G2
 Phone: (250) 383-1111 Fax: (250) 383-1112

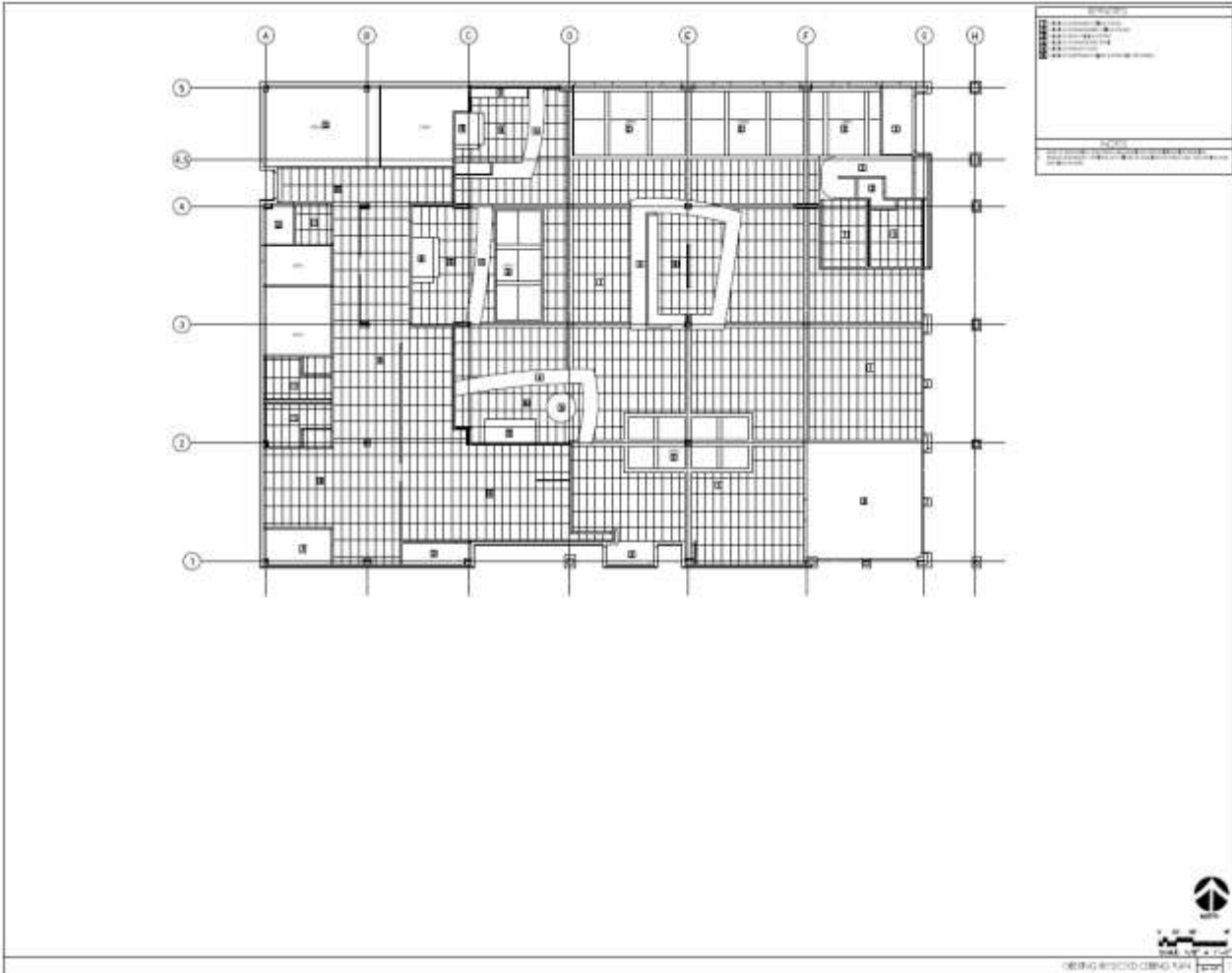
RBA ARCHITECTURE
 1000 Highway 101, Suite 100, Victoria, BC V8V 2G2
 Phone: (250) 383-1111 Fax: (250) 383-1112

UNLV
 UNIVERSITY OF NORTHERN BRITAIN
 1000 Highway 101, Suite 100, Victoria, BC V8V 2G2
 Phone: (250) 383-1111 Fax: (250) 383-1112

CONTRACTOR

AS1.01





Alma Mechanical Engineering Consultants
 1000 10th Street, Suite 100
 Lakewood, CO 80226

RBA ARCHITECTURE
 1000 10th Street, Suite 100
 Lakewood, CO 80226

UNLV
 UNIVERSITY OF NEVADA LAS VEGAS
 LAS VEGAS, NEVADA 89155

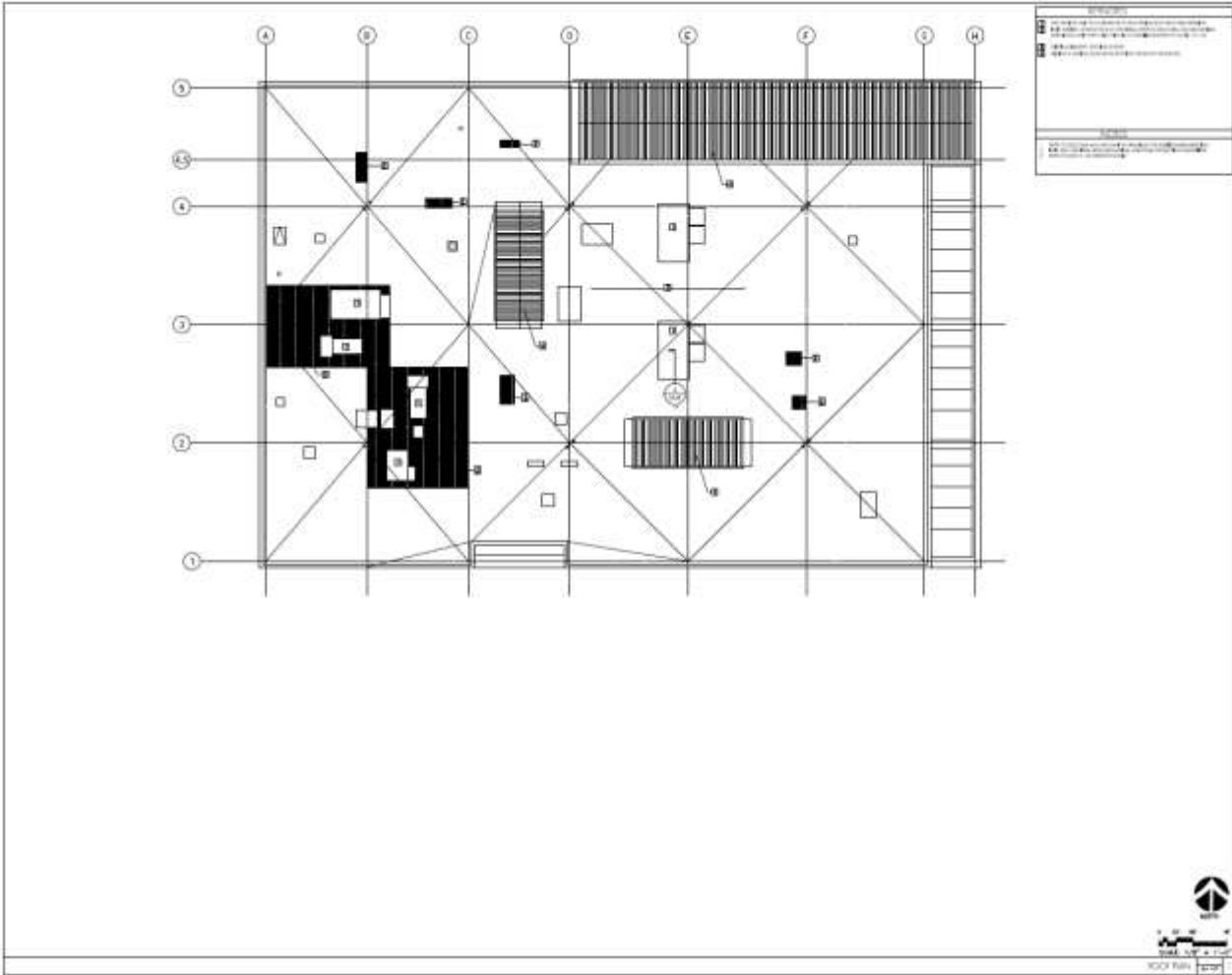
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 EXISTING REPLACED COOLING PLAN

DATE: 08/11/15

SCALE: 1/8" = 1'-0"

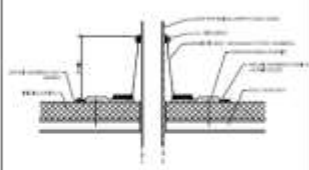
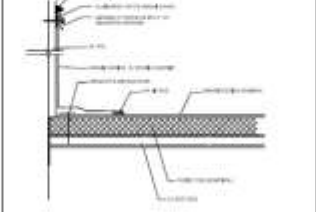
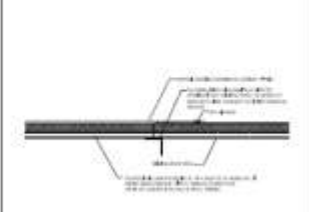




Sheet: A1.02

CONTRACTOR:



REVISIONS	
NO. 1	AS SHOWN ON THE DRAWING
NO. 2	AS SHOWN ON THE DRAWING
NO. 3	AS SHOWN ON THE DRAWING
NO. 4	AS SHOWN ON THE DRAWING

 Rena Mechanical Engineering Consultants 1000 West 10th Street, Suite 100 Regina, Saskatchewan S4P 0R6 Phone: (306) 378-1111 Fax: (306) 378-1112 Email: info@rena.ca
 RBA ARCHITECTURE ARCHITECTS 1000 West 10th Street, Suite 100 Regina, Saskatchewan S4P 0R6 Phone: (306) 378-1111 Fax: (306) 378-1112 Email: info@rba.ca
 UNLV ARCHITECTS 1000 West 10th Street, Suite 100 Regina, Saskatchewan S4P 0R6 Phone: (306) 378-1111 Fax: (306) 378-1112 Email: info@unlv.ca
PROJECT NO. _____ PROJECT NAME _____ SHEET NO. _____ SHEET TITLE ROOF PLAN DATE _____ DRAWN BY _____ CHECKED BY _____ APPROVED BY _____ A1.03 CONSTRUCTION

			
NOT USED	NOT USED	NOT USED	W/ FLASHING
			
NOT USED	NOT USED	FLASHING	MECHANICAL CUR
			
NOT USED	ROOF DRAIN CHAMPING	FLASHING	ROOF FUR

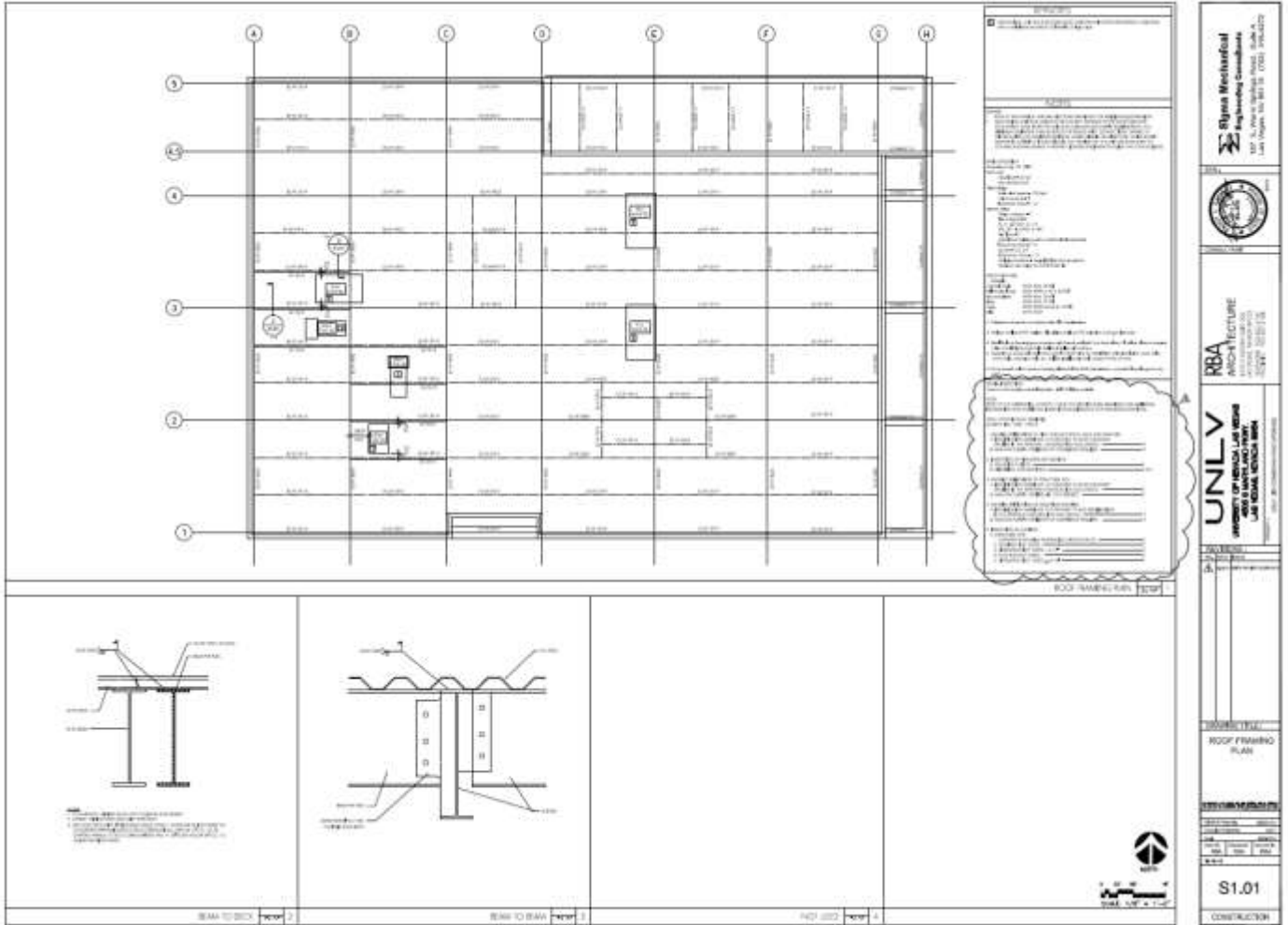
Alma Mechanical
 Engineering Consultants
 1000 14th Street SW
 Calgary, Alberta T2R 1K1
 Tel: 403.243.1111 Fax: 403.243.1112



RBA
 ARCHITECTURE
 1000 14th Street SW
 Calgary, Alberta T2R 1K1
 Tel: 403.243.1111 Fax: 403.243.1112

UNLV
 UNIVERSITY OF NEVADA LAS VEGAS
 2215 Raggio Parkway
 Las Vegas, Nevada 89162
 Tel: 702.795.2000 Fax: 702.795.2001

A1.04
 CONSTRUCTION



Bid Attachment 1
PRICING RESPONSE FORM

Bid Number: IFB 5204-BC
Project Name: UNLV DINING COMMONS HVAC REPLACEMENT UPGRADE
PWP number: CL-2015-384

Name of Contractor: _____

I, THE UNDERSIGNED BIDDER:

1. Agree, if awarded this Contract, I will complete all work for which a Contract may be awarded and to furnish any and all labor, equipment, materials, transportation, and other facilities required for the services as set forth in the Bidding and Contract Documents.
2. Will provide all materials, labor, tools, supplies, equipment, supervision, training and transportation necessary to provide a "turn-key" project to complete the UNLV UNLV Dining Commons HVAC Replacement Upgrade as described herein for the following amount:

\$ _____

Bidder acknowledges the roof is GAF Integrated Commercial Roofing and that modifications/repairs must comply with warranty requirements.

The project is scheduled to begin by October 1, 2015 and substantial completion must be achieved by December 31, 2015.

3. Have examined the Contract Documents and the site(s) for the proposed work and satisfied themselves as to the character, quality of work to be performed, materials to be furnished and as to the requirements of the specifications.
4. Have completed all information in the blanks provided and have submitted the following within this Bid:
 - a) Have listed the name of each Subcontractor which will be paid an amount exceeding five percent (5%) of the Total Base Bid amount.
 - b) Attached a bid security in the form of, at my option, of a Cashier's Check, Bid Bond, or Certified Check in the amount of 5% of the total bid price. The Cashier's Check, Bid Bond, or Certified Check must be payable to the Board of Regents, Nevada System of Higher Education, which it is agreed will be retained as liquidated damages by UNLV if Bidder fails to execute the Contract and furnish the required Payment and Performance Bonds and insurance certificates in conformity with the contract documents within five (5) calendar days after notification of the intent to award of the Contract.
 - c) If claiming the preference eligibility, I have submitted a valid Certificate of Eligibility with this Bid.
4. Agree that this bid may not be withdrawn within a period of one hundred twenty (120) calendar days after the opening thereof.
5. Have checked carefully all of the above figures and understands that UNLV will not be responsible for any errors or omissions on the part of the Bidder in making up this bid.
6. Certify the following: a) that this bid is genuine and not sham or collusive, or made in the interest or on behalf of any person not herein named; b) that the Bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any person, firm or corporation to refrain from bidding; and c) that the Bidder has not in any manner sought by collusion to secure for him/herself an advantage over any other bidder.
7. Acknowledge that a review of your license Status/History from the State Contractors' Board and a list of past audits by the Office of the Labor Commissioner may be considered when determining the lowest responsive and responsible

Bid # 5204-BC
PWP# CL-2015-384

bidder. As part of the evaluation process, bidders may be required to provide a written explanation of each complaint including the nature of the complaint and its status.

8. Acknowledge that if I am one of the three apparent low bidders at the bid opening, and if I have listed Subcontractor(s) pursuant to NRS 338.141, I must submit Bid Attachment 2 within two-hours after completion of the bid opening pursuant to the Instructions to Bidders, forms must be submitted via hand delivery or FAX to 702.895.3859 or email to brandy.candelaria@unlv.edu and I understand that hand delivery is recommended, and Owner shall not be responsible for lists received after the two-hour time limit, regardless of the reason. I understand that submission after the two-hour time limit is not allowed and will be returned to me and the bid will be deemed non-responsive. I acknowledge that for all projects, I will list:
 - a) My firm's name on the list If my firm will perform any work which is more than 1 percent of the prime contractor's total bid and which is not being performed by a subcontractor. The prime contractor shall also include on the list:
 - 1) A description of the labor or portion of the work that the prime contractor will perform: or
 - 2) A statement that the prime contractor will perform all work other than that being performed by a subcontractor listed.
 - b) The name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid an amount exceeding \$250,000.
 - c) If I will employ a first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will not be paid an amount exceeding \$250,000, the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid 1 percent of the prime contractor's total bid or \$50,000, whichever is greater.
9. Acknowledge that if I am one of the three apparent low bidders at bid opening, and if I have submitted a valid Certificate of Eligibility as described in 3.d above, I must submit Bid Attachment 3, Affidavit Pertaining to Preference Eligibility, within two-hours after completion of the bid opening pursuant to the General Conditions. The forms must be submitted via hand delivery or email to brandy.candelaria@unlv.edu and I understand hand delivery is recommended. Owner shall not be responsible for lists received after the two-hour time limit, regardless of the reason. I understand that submission of the Certificate after the two-hour time limit is not allowed and it will be returned to me and the bid will be deemed non-responsive.
10. Acknowledge that I have not breached a public work contract for which the cost exceeds \$25,000,000, within the preceding year, for failing to comply with NRS 338.147 and the requirements of a contract in which I have submitted within 2 hours of the bid opening an Affidavit pertaining to preference eligibility.
11. Acknowledge that my bid is based on the current State of Nevada prevailing wages for Nevada System of Higher Education.
12. Bidder understands that, if awarded the Contract, it shall not, without the written consent of UNLV, substitute any subcontractor in place of the subcontractor(s) designated on this bid form. Bidder understands that violation of any of the provisions of this Item may be deemed a breach of the contract and UNLV shall have the right to terminate the contract.

Submitted By:

By: _____

Date: _____

Name: _____

Title: _____

Company: _____

**Bid Attachment 2
BID RESPONSE FORM**

Company Name: _____	Bid 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 3).
 No I do not have a Certificate of Eligibility to receive preference in bidding.

ACKNOWLEDGEMENT OF ADDENDA:

The undersigned, as an authorized representative for the Company named above, acknowledges that he/she has examined this Request for Bid 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.

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 Bidder/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.

2. The Bidder/Contractor 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 Bid shall be noted in writing, and attached to the Bid 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

Bid # 5204-BC
PWP# CL-2015-384

excepted requirements, the Bidder may still compete in the bidding. 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. _____

Bid # 5204-BC
PWP# CL-2015-384

AUTHORIZED REPRESENTATIVE

E-MAIL ADDRESS

SIGNATURE OF AUTHORIZED REPRESENTATIVE

TODAY'S DATE

ATTACHMENT 3
LIST OF SUBCONTRACTORS/TIER 2 SUPPLIERS
(PROJECTS ANTICIPATED TO EXCEED \$1,000,000)

LIST OF SUBCONTRACTORS

RFP No.: _____ Company Name: _____

Proposer submits the following names and Nevada State Contractor License numbers of Subcontractors who will provide to Proposer labor or a portion of the Work or improvements for which Subcontractor will be paid. **If Proposer will perform any of the Work required to be listed, Proposer shall list his name for such Work in the space provided below.** Proposer certifies that all Subcontractors listed are eligible to perform the Work.

Company Name: _____ Federal Tax ID No.: _____

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

Subcontractor's NV License No.: _____ Subcontractor's Work: _____

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)

Certification No.: _____ Issued by: _____

Proposer hereby includes his name _____,
(Print Name of Proposer)

and Nevada Contractor's License No. _____,
(Print Proposer's License No.)

on this list and represents that all Work not named above will be performed by the Proposer.

If no Subcontractors are listed, it will be assumed that no Subcontractors are to be employed meeting the above conditions. The Contractor whose Proposal is accepted shall not add a Subcontractor or substitute for a Subcontractor who is named herein, unless the UNLV approves the substitution in writing.

NOTE: THIS FORM SHALL BE SUBMITTED BY ALL PROPOSER WITH THEIR GMP.

Bid # 5204-BC
PWP# CL-2015-384

BUSINESS ENTERPRISE INFORMATION:

The Prime Contractor submitting this Bid is a MBE WBE DBE SBE LBE DVB N/A as defined below.

1. BUSINESS ETHNICITY INFORMATION:

The Prime Contractor submitting the Bid Ethnicity is Caucasian (CX) African American (AA) Hispanic American (HA) Asian Pacific American (AX) Native American (NA) Other

2. BIDDERS' PREFERENCE Is the Bidder claiming Bidders' Preference?

Yes If yes, the Bidder acknowledges that he/she is required to follow the requirements set forth in the Affidavit (Bid Attachment 3).

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

3.

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
(PRINT OR TYPE)

E-MAIL ADDRESS

SIGNATURE OF AUTHORIZED
REPRESENTATIVE

TODAY'S DATE

**Select Business Enterprise Groups (BEG) from the following: Minority Business Enterprise (MBE); Small Business Enterprise (SBE); Women-Owned Business Enterprise (WBE); Disadvantaged Business Enterprise (DBE); Local Business Enterprise (LBE); Disabled Veteran Business Enterprise (DVBE); or Not Applicable (N/A).*

***African-American (AA), Hispanic American (HA), Asian-Pacific American (AX) or Native American*

**ATTACHMENT 6
AFFIDAVIT PERTAINING TO PREFERENCE ELIGIBILITY**

THE LOW OR BEST BIDDER MUST SUBMIT THIS FORM VIA HAND DELIVERY OR EMAIL TO BANDY.CANDELARIA@UNLV.EDU IF THEY HAVE MET THE REQUIREMENTS OF NEVADA REVISED STATUTE 338.1389 AND 338.0117, AND HAVE IT TIME STAMPED WITHIN TWO (2) HOURS AFTER COMPLETION OF THE OPENING OF THE BIDS TO BE ELIGIBLE TO RECEIVE A PREFERENCE IN BIDDING. SUBMISSIONS AFTER THE TWO (2) HOURS WILL BE REJECTED. A BIDDER THAT FAILS TO SUBMIT THE AFFIDAVIT WITHIN THE REQUIRED TIME REPRESENTS THAT THEY WILL FOREGO RECEIVING THE PREFERENCE.

I, _____ (“Affiant”), on behalf of the _____ (“Contractor”), swear and affirm that in order to be in compliance with NRS 338.1389, and NRS 338.0117, and be eligible to receive a preference in bidding for Invitation for Bid No., 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: _____ Title: _____
Printed Name of Affiant

Signature of Affiant: _____ Date: _____

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

by _____ (name of Affiant)

State of _____)
ss) _____
Notary Signature

County of: _____)

BID ATTACHMENT 6
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 individual must be the person indicated in the table below and provide written documentation clearly indicating the person's position within that business organization. If the individual signing the Affidavit is an employee of the business organization, written documentation on organization letterhead must be provided; clearly indicating the person's authority to act on behalf of the business organization. The authorized person identified in the table must sign the written documentation.

If the individual making application for the business organization is not one of the persons identified in the table or an authorized employee, a valid power of attorney executed by an authorized person on behalf of the business organization must be provided. The power of attorney must be made not more than 90 calendar days before the Affidavit is signed.

BUSINESS ENTITY	PERSON WHO HAS AUTHORITY TO COMPLETE AFFIDAVIT
Sole Proprietorship	Name of Sole Proprietor
Partnership	Name of Partner
Corporation	1. Director, if Authorized 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