UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

CONTRACT DOCUMENTS & CONSTRUCTION SPECIFICATIONS

BID NO. 2016-04
UMC 2040 BUILDING (FLOORS 3 AND 4)
TENANT IMPROVEMENTS PROJECT

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

CONFIRMATION FORM
for
RECEIPT OF BID NO. 2016-04
UMC 2040 BUILDING (FLOORS 3 AND 4)
TENANT IMPROVEMENTS PROJECT

If you are interested in this invitation, immediately upon receipt please complete, scan and e-mail this Confirmation Form to veronica.kammler@umcsn.com.

Failure to do so means you are not interested in the project and do not want any associated addenda e-mailed to you.

VENDOR ACKNOWLEDGES RECEIVING THE FOLLOWING BID DOCUMENT:

PROJECT NO. Bid 2016-04

DESCRIPTION: UMC 2040 Building (Floors 3 and 4) Tenant Improvements Project

VENDOR MUST COMPLETE THE FOLLOWING INFORMATION:

Company Name:_____

Company Address:_____

City / State / Zip:_____

Name / Title:_____

Area Code/Phone Number:_____

Email Address:_____

E-MAIL THIS CONFIRMATION FORM TO veronica.kammler@umcsn.com

\

TABLE OF CONTENTS

INVITATION TO BID ..... ATTACHED

INSTRUCTIONS TO BIDDERS 1-1

EXHIBIT A, SPECIFICATIONS AND DRAWINGS A-1

EXHIBIT B, ASBESTOS ABATEMENT SCOPE OF WORK B-1

EXHIBIT C, ASBESTOS ABATEMENT MONITORING SCOPE OF WORK C-1

EXHIBIT D, FLOOR 3 DEMOLITION TO GRAY SCALE SCOPE OF WORK D-1

GENERAL CONDITIONS 2-1

SECTION 1: GENERAL 2-1

SECTION 2: MATERIALS 2-3

SECTION 3: LABOR 2-5

SECTION 4: SITE SAFETY AND SECURITY 2-9

SECTION 5: PROJECT COSTS AND WAGES 2-10

SECTION 6: PROJECT COMPLETION 2-11

SECTION 7: PROJECT CONFLICTS 2-14

EXHIBIT A, MEDIATOR AGREEMENT A-1

EXHIBIT B, CONFIDENTIALITY AGREEMENT B-1

SPECIAL CONDITIONS 3-1

BID FORM 4-1

SUBCONTRACTORS EXCEEDING 5% OF BASE BID AMOUNT 4-3

BID ATTACHMENT 1 - BID BOND 4-5

BID ATTACHMENT 2 – SCHEDULE(S) OF VALUES 4-6

BID ATTACHMENT 3 - AFFIDAVIT PERTAINING TO PREFERENCE ELIGIBILITY 4-8

EXHIBIT A: BONDS AND INSURANCE REQUIREMENTS AND FORMS A-1

BONDS A-1

INSURANCE A-1

BUILDER'S RISK INSURANCE PROVIDED BY OWNER A-4

CERTIFICATE OF INSURANCE FORM A-5

ENDORSEMENT FORM A-6

PERFORMANCE BOND FORM A-7

LABOR AND MATERIAL PAYMENT BOND FORM A-8

GUARANTY BOND FORM A-9

ATTACHMENTS:

DISCLOSURE OF OWNERSHIP/PRINCIPALS .....ATTACHED

WORKERS EMPLOYED REPORT A .....ATTACHED

WORKERS EMPLOYED REPORT B .....ATTACHED

NON-APPORTIONED VEHICLE REPORT.....ATTACHED

MATERIALS PURCHASED REPORT .....ATTACHED

CLOSE-OUT DOCUMENTATION: SUMMARY REPORT OF SUBCONTRACTORS .....ATTACHED

WAGE RATES.....ATTACHED TO FINAL CONTRACT

INVITATION TO BID

BID NO. 2016-04
UMC 2040 BUILDING (FLOORS 3 AND 4)
TENANT IMPROVEMENTS PROJECT

NEVADA STATE LABOR COMMISSION PWP NUMBER: CL-2016-185

SCOPE OF WORK:

Construction Prep-work and Tenant Improvements for a commercial office building (Floors 3 and 4), located at 2040 W. Charleston Blvd, Las Vegas, NV 89102.

ESTIMATED COST: $2,000,000 - $2,200,000

Pre-bid Conference - a Pre-bid Conference and Site Walk will be held on **May 3, 2016** at **10:00 am**, in Conference Room G on the Fourth Floor of the UMC Trauma Building, located at 800 Hope Place (formerly Rose Street), Las Vegas, Nevada 89102. If your firm is unfamiliar with UMC's Submittal procedures and would like to obtain training on the submittal process for this Bid, please contact Veronica "Ronni" Kammler, Senior Management Analyst, at (702) 207-8846 no later than **May 2, 2016,** and a training session will be provided immediately following the pre-bid conference and site walk referenced above.

Bid Due Date and Time - Bids will be accepted at the UMC Trauma Building at 800 Hope Place (formerly Rose Street), Materials Management Department, Fourth Floor Suite 409, Las Vegas, Nevada 89102, on or before **May 27, 2016** at **10:00 a.m.,** based on the time clock at the UMC Materials Management front desk, and will be opened immediately thereafter. Bidders and other interested parties are invited to attend the Bid opening.

Specifications and drawings will be available either online or on Compact Disc (CD) on **April 25, 2016**, at the above address or visit the Clark County website at http://www.clarkcountynv.gov/administrative-services/purchasing/Pages/listings.aspx. Scroll to bottom for UMC's Opportunities and locate appropriate document in the list of current solicitations. The CD will be provided at no charge. If the CD is to be mailed, there is a non-refundable charge of $5.00. All checks are to be made payable to the University Medical Center of Southern Nevada. By Electronic Mail or Mail – Please email a request to Contracts Management at veronica.kammler@umcsn.com specifying project number and description. Be sure to include company address, phone and fax numbers, and email address or call (702) 207-8846.

PUBLISHED:
Las Vegas Review-Journal
APRIL 24, 2016

INSTRUCTIONS TO BIDDERS

BID NO. 2016-04
UMC 2040 BUILDING (FLOORS 3 AND 4)
TENANT IMPROVEMENTS PROJECT

1. PROJECT SCOPE OF WORK

Construction Prep-work and Tenant Improvements for the project location as follows:

1. Tenant Improvements for Floors 4 (approximately 9,256 sq ft), in accordance with Instructions to Bidders, Specifications and Drawings, **EXHIBIT A**.

2. Asbestos Abatement for Floor 3 (approximately 9,256 sq ft), in accordance with with Instructions to Bidders, Asbestos Abatement Scope of Work, **EXHIBIT B**.

3. Asbestos Abatement Monitoring for Floor 3, in accordance with Instructions to Bidders, Asbestos Abatement Monitoring Scope of Work, **EXHIBIT C**.

4. Demolition of Floor 3 (approximately 9,256 sq ft) to Gray Shell, in accordance with Instructions to Bidders, Demolition Scope of Work, **EXHIBIT D**.

5. Tenant Improvements for Floors 3 (approximately 9,256 sq ft), in accordance with Instructions to Bidders, Specifications and Drawings, **EXHIBIT A**.

2. PRE-BID/SITE WALK AND BID OPENING DATES

Pre-Bid Conference and Site-walk, Tuesday May 3, 2016 at 10:00 am.

Bid Opening, Friday May 27, 2016 at 10:00 am.

3. DESIGNATED CONTACTS

DESIGNATED CONTACTS FOR QUESTIONS	ENTITY/COMPANY	CONTACT NAME	WORK REFERENCE #	TELEPHONE NUMBER	FAX NUMBER
Special provisions, technical specifications, or drawings (Director Facilities Maintenance)	Univ. Medical Center of Southern Nevada	Monty Bowen monty.bowen@umcns.com	Bid 2016-04	(702) 383-2301	
Arrangements for site visit (Sr. Management Analyst)	Univ. Medical Center of Southern Nevada	Veronica “Ronni” Kammler veronica.kammler@umcsn.com	Bid 2016-04	(702) 207-8846	(702) 383-2609
Invitation to Bid, Bonds, insurance requirements (Sr. Management Analyst)	Univ. Medical Center of Southern Nevada	Veronica “Ronni” Kammler veronica.kammler@umcsn.com	Bid 2016-04	(702) 207-8846	(702) 383-2609
Special provisions, technical specifications or drawings (Consulting Engineering)	Harris Engineers				
Special provisions, technical specifications or drawings (Consulting Architect)	EV&A Architecture				
Building Permits and Fees Clark County	Clark County Department of Development Services			(702) 455-3000	
Building Permits and Fees City of Las Vegas	City of Las Vegas Building Department			(702) 229-6251	
Management of construction project after award (Facilities Management Department)	Univ. Medical Center of Southern Nevada	William Rawlinson william.rawlinson@umcsn.com	Bid 2016-04	(702) 383-2301	

4. CONTACT WITH OWNER DURING BIDDING PROCESS

Communication between a Bidder and a member of the Board of County Commissioners (BCC) and/or UMC Governing Board (GB) or between a Bidder and a non-designated Owner contact, regarding this Bid is prohibited from the time the Bid is advertised until the time it is posted on an agenda for award of the contract. Questions pertaining to this Invitation to Bid shall be addressed to the designated contact(s) specified above. Failure of a Bidder, or any of its representatives, to comply with this paragraph may result in its Bid being rejected by the BCC/GB.

5. DEFINITIONS

A. **Architect**: Owner's representative or other person designated by the Governing Body, acting directly or through their duly authorized representative.

B. **Addendum**: A written document issued by the Owner, via the Contracts Management Office, prior to the submission of Bids which modifies or clarifies the Bid Documents by additions, deletions, clarifications, and/or corrections.

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 Form(s)**: The Bid Form pages, Bid Security, and any attachments

F. **Bid Option Item:** An amount stated in the Bid to be added to the amount of the Base Bid if the corresponding change in the work, as described in the Bid Documents, is accepted by Owner. Bid Option Items may be exercised by the Owner with the award of the project, in sequential order only subject to the availability of funds. Bidder must quote all items to be responsive and considered for award.

G. **Bid Documents**: Include but are not limited to, the Invitation to Bid, Instructions to Bidders, General Conditions, Special Conditions, Contract Requirements and Forms, Bid Forms/Attachments, Exhibits, Specifications/Special Provisions and Drawings, and any Addenda issued prior to the date designated for receipt of Bids, as applicable.

H. **Consulting Architect/Engineer**: A licensed and registered professional contracted by the Owner to design the project's special provisions and drawings.

I. **Consulting Engineer**: A professional engineering firm contracted by the Owner to design the project's specifications, special provisions and drawings.

J. **Contract**: Contract documents include the Bid Documents, Contractor's Bid Form, all Addenda, Contractor's Bonds and Insurance, Subcontractor Notification letters and Notice of Award.

K. **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 Statute 616A.285.

L. **Engineer**: Owner's representative or other person designated by the Governing Body, acting directly or through their duly authorized representative.

M. **Governing Body**: Used throughout these documents will mean the Clark County Board of Commissioners or UMC Governing Board.

N. **Owner**: The term used throughout these documents will mean University Medical Center of Southern Nevada (UMC), Las Vegas, Nevada.

O. **Planholders**: Prospective Bidder(s) who have obtained the specifications and drawings for a project.

P. **Subcontractor/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.

Q. **Successful Bidder**: Bidder who is the lowest responsive, responsible and/or best bidder, to whom the Governing Body or the authorized representative has authorized the award of the contract.

6. TENTATIVE PROJECT SCHEDULE

See **EXHIBIT E** – TENTATIVE PROJECT SCHEDULE, attached hereto and incorporated herein.

7. BIDDER'S REPRESENTATION

A. **Each Bidder by submitting their Bid represents that:**

1. 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.

2. Bidder has visited the project site and is familiar with the local conditions under which the work is to be performed.

3. Prior to submission of the Bid, the Bidder shall ascertain that it has received all Addenda issued. The Bidder shall acknowledge receipt of each Addendum by completing the acknowledgment space provided on the Bid Form.

B. **Nevada State Contractors' Board Licensing**

1. 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 NRS 624.3015, 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.**

2. 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.

C. **Journeyman and Master Electrician and Plumbing Examination Program**

1. All electricians providing supervision of electrical work on this project are required to possess a valid Clark County Development Services card appropriate to the scope of work being performed. The categories are Master Electrician and Journeyman Electrician, which have passed the International Code Council (ICC) Contractor Examination Services testing at www2.ICCSAFE.org or by calling 1-888-422-7233.

2. All plumbers providing supervision of the plumbing work on this project are required to possess a valid Clark County Development Services card for the appropriate scope of work being performed. The categories are Master Plumber and Journeyman Plumber. Tests are administered by the Southern Nevada Board of Plumbing Examiners (SNBOPE) at www.NBOPE.org or by calling 1-877-457-6482.

3. The general Contractor or specialty Contractor submitting a Bid to the Owner shall validate that their employee(s) or their Subcontractor's employee(s) providing supervision for the scope performed maintain current valid cards throughout the term of this Contract. The Bidder(s) and subsequent awarded Contractor(s) agree to provide within twenty-four (24) hours of a request by the Owner, proof of current and valid cards for individuals planned or performing the supervision identified herein. Should any of these supervising employee's cards expire, that employee shall be replaced immediately with another qualified valid cardholder without any additional cost to the Owner.

4. UMC staff and/or their contracted staff will perform unscheduled site visits to validate that the workers performing the electrical and plumbing work are in compliance with these requirements. Employees found performing work without the proper proof of compliance (valid card) shall be immediately replaced as specified above without any additional cost or associated impacts to the Owner.

D. **Addenda and Interpretations**

1. If it becomes necessary to revise any part of this Bid, a written Addendum will be provided to all known Planholders. Owner is not bound by any oral representations, clarifications, or changes made to the written specifications by Owner's employees, unless such clarification or change is provided to Planholders in written Addendum form from the Purchasing and Contracts Division.

2. 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, they shall immediately notify the Owner. The Owner 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.

3. Addenda shall be sent via e-mail, USPS mail, or certified mail, and will be made available for pick up to all known Planholders.

4. Copies of Bid Documents, including any Addenda, will be made available for inspection at the Purchasing and Contracts Division.

5. Bidders shall verify receipt of all addenda issued by Owner prior to submission of their Bid.

8. SUBMITTAL OF BID – REQUIRED DOCUMENTS

The following documents, together, comprise a Bid: 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.

A. **Bid Form**

1. Bidder shall complete and include all Bid Form pages, and all stipulated Bid Attachments, all of which have a black bar on the right margin, as part of its Bid submittal.

2. **Subcontractors/Independent Contractors Information**

a) The Bidder shall be bound by and comply with Nevada Revised Statute 338.141 to limit the practice of shopping for Bids **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. **A Bidder (Prime Contractor) shall include its name on the required list if it will perform any of the labor or portions of the public work**.

*

b) The list(s) required above must include a description of the labor or portion of the work which each Subcontractor named in the list will provide to the Bidder (Prime Contractor), **and when the Bidder (Prime Contractor) will perform any of the labor or portions of the public work.**

c) If a Prime Contractor does not submit the list(s) required above, its Bid may be deemed not responsive.

d) Owner shall verify through the Nevada State Contractors' Board only that information required pursuant to NRS 338.141 as provided by the Bidders. 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) Pursuant to NRS 338.13895 and 338.145, a Subcontractor who is named in the Bid for the Contract as a Subcontractor who will provide a portion of the work on the public work pursuant to NRS 338.141, and is not properly licensed for that portion of the work shall be deemed unacceptable, and the contractor shall provide an acceptable Subcontractor.

f) 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.

g) 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.

h) 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.

i) Contractor agrees that it will assume responsibility for acts or omissions of its subcontractors and of persons either directly or indirectly employed by them, as they are responsible for the acts or omissions of persons directly employed by the Contractor. Nothing contained in the contract documents shall create any contractual relation between Subcontractor and the Owner.

k) Per NRS 338.140.1.d, the Contractor agrees to provide, upon the Owner's request, copies of any or all contracts that it may have with its Subcontractor(s), to be used to determine the price of additional work performed pursuant to change orders, to evaluate claims for costs incurred for the performance of additional work, and/or to prepare for potential mediation or litigation.

3. **Non-Discrimination and Fair Employment Practices**

a) Discrimination:

The Board of County Commissioners and UMC Governing Board are committed to promoting full and equal business opportunity for all persons doing business in Clark County. The SUCCESSFUL BIDDER acknowledges that COUNTY/UMC has an obligation to ensure that public funds are not used to subsidize private discrimination. SUCCESSFUL BIDDER recognizes that if the Contractor or their Subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other protected status; COUNTY/UMC may declare SUCCESSFUL BIDDER in breach of CONTRACT, terminate CONTRACT, and designate SUCCESSFUL BIDDER as non-responsible.

b) Fair Employment Practices:

In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other protected status. Such agreement shall include, but not be limited to, the following: 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 apprenticeship.

The Contractor further agrees to insert this provision in all subcontracts hereunder. Any violation of such provision by a Contractor shall constitute a material breach of this Contract.

c) 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. The close-out document shall be submitted in a manner that substantially meets the format and content of the form attached hereto as **Close-out Documentation Summary Report of Subcontractors**.

d) The Bid form requests information regarding the Prime Contractor's, Subcontractor's, and Material Supplier's Business Enterprise Groups (BEG) and Ethnicity Status. The Business Enterprise Categories are defined as follows:

(3) MINORITY OWNED BUSINESS ENTERPRISE (MBE):

An independent and continuing business for profit, which performs a commercially useful function and is at least 51 percent owned and controlled by one or more minority persons of African-American (AA), Hispanic American (HA), Asian-Pacific American (AX) or Native American (NA) ethnicity.

(4) WOMEN OWNED BUSINESS ENTERPRISE (WBE):

An independent and continuing business for profit, which performs a commercially useful function and is at least 51 percent owned and controlled by one or more women.

(5) PHYSICALLY-CHALLENGED BUSINESS ENTERPRISE (PBE):

An independent and continuing business for profit, which performs a commercially useful function and is at least 51 percent owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

(6) SMALL BUSINESS ENTERPRISE (SBE):

An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed $2,000,000.

(7) NEVADA BUSINESS ENTERPRISE (NBE):

Any Nevada business, which has the resources necessary to sufficiently perform identified County/UMC projects, and is owned or controlled by individuals that are not designated as socially or economically disadvantaged.

(8) BUSINESSES IN OTHER STATES - LARGE BUSINESS ENTERPRISE (LBE):

An independent and continuing business for profit that performs a commercially useful function and is not located in Nevada.

(9) VETERAN OWNED ENTERPRISE (VET):

A Nevada business at least 51% owned/controlled by a veteran.

(10) DISABLED VETERAN OWNED ENTERPRISE (DVET):

A Nevada business at least 51% owned/controlled by a disabled veteran.

The information provided by the Bidder is for the Owner's information only, as requested by the Board of County Commissioners/UMC Governing Board.

If there are any questions regarding these business categories, their utilization, and local small business development program, please contact Adleen Stidhum at telephone number (702) 455-7155.

4. Bids submitted shall be on the forms provided by Owner. All figures must be written in ink or typewritten. Figures written in pencil or erasures are not acceptable. Any interlineation or alteration must be initialed by a person authorized to bind the Bidder to a contract. If the person making said interlineation, alteration or erasure is not the same person who signs the Bid Form, such person must be authorized by the person who signs the Bid Form.

5. **Construction Conflicts and Additional Work**

$256,000 has been entered into the Bid Schedule on the Bid Form as "Construction Conflict and Additional Work."

This work may consist of repairing, rebuilding, relocating, replacing, constructing or reconstruction which cannot be performed by extending Bid items and which are not shown on the plans, or not otherwise covered in the Technical Specifications. Contractor shall submit in writing a cost breakdown to include labor, materials required and time to complete to the Construction Manager for review with the architect.

This work shall not be performed until the Contractor is instructed to proceed by the Construction Manager in writing. The Contractor and the Construction Management Inspector will keep strict account of all costs involved with this item of work.

6. **Permits and Fees Bid Allowance**

The Contract contains a reimbursement allowance for payment of all the permits and fees. The Contractor is responsible for obtaining all permits and fees and shall provide proof of payment for each with its progress payment requests. These items shall be a direct pass through to the Owner with no added overhead or profit. Should the costs exceed the allowance amount, the Contractor shall notify the Construction Manager for issuance of a change order. Permits and fees paid through the issuance of a change order are not subject to the change order percentage for overhead and profit.

B. **Bid Security**

1. Each Bid shall be accompanied by a Bid security (in the form of, at Bidder's option, a Cashier's Check, Certified Check, Money Order, or Bid Bond in favor of the Owner) in the amount of five percent (5%) of the base Bid amount, pledging that the Bidder will within seven (7) business days after Notice of Intent to Award, furnish the bonds and insurance (Bonds and Insurance Requirements and Forms, **EXHEBIT A**) as required herein, covering the faithful performance of the Contractor and the payment of all obligations arising hereunder. Bonds issued by a surety, who is an individual surety, are not acceptable to Clark County/UMC. Should the Bidder refuse to or fail to furnish such bonds and insurance, the amount of the Bid security may be forfeited to the Owner. All checks and money orders must indicate the Payee as University Medical Center of Southern Nevada and reflect the complete Bid number.

2. Surety companies executing bonds must be licensed to issue surety by the State of Nevada Insurance Division pursuant to Nevada Revised Statute Chapter 683A and bonds must be issued by an appointed producer of insurance pursuant to Nevada Revised Statute Chapter 683A.

3. If submitting a Bid Bond it shall be written on either a standard Bid Bond form or the enclosed form (**Bid Attachment 1**), and the attorney-in-fact who executes the Bond on behalf of the surety shall affix to the Bond a certified and current copy of his/her power of attorney.

4. The Owner will have the right to retain the Bid security of Bidders to whom an award is being considered until either (a) the bonds and insurance have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

5. Should this Bid contain Lots, the Bidder may choose to provide a Bid security in the form of a Cashier's Check, Certified Check or Money Order, a separate check or Money Order for EACH LOT submitted. If the Bidder elects to provide a Bid security in the form of a Bid Bond, it may be issued for five percent (5%) of the aggregate amount of all Lots submitted.

9. SUBMISSION OF BIDS

All bids must be submitted in a sealed envelope plainly marked with the name and address of the Bidder, the Bid Number, and the Project Title in the upper left-hand corner. No responsibility will attach to the Owner, or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a bid which is not properly addressed and identified

The following are detailed delivery instructions for bids:

HAND DELIVERY

University Medical Center
Materials Management Dept.
Trauma Center Building
800 Hope Place (formerly Rose Street), Suite 409
Las Vegas, NV 89016

U.S. MAIL DELIVERY

University Medical Center
Materials Management Dept
1800 West Charleston Blvd
Las Vegas, NV 89102

EXPRESS DELIVERY

University Medical Center
Materials Management Dept.
Trauma Center Building
800 Hope Place (formerly Rose Street), Suite 409
Las Vegas, NV 89106

Regardless of the method used for delivery, the Bidder shall be wholly responsible for the timely delivery of its bid. FAXED OR ELECTRONICALLY SUBMITTED BIDS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.

Bids are time-stamped upon receipt. Bids submitted must be time-stamped no later than 2:00:00 p.m. on the bid opening date. Bids time-stamped after 2:00:00 p.m., based on the time clock at the UMC Materials Management front desk will be recorded as late, remain unopened and be formally rejected. Overnight Mail must use the 89106 zip code. Bidders and other interested parties are invited to attend the bid opening.

10. WITHDRAWAL OF BID

A. **Before Bid Opening:**

Bidders may request withdrawal of a submitted, sealed bid prior to the scheduled bid opening time provided the request for withdrawal is submitted in writing to the Purchasing Analyst.

B. **After Bid Opening:**

The Owner may allow a Bidder intended for award to withdraw its bid during the firm offer period due to a mistake of fact on the part of the Bidder or its employee(s) in preparing its bid. Such Bidder, upon discovery of the mistake, must immediately notify the Owner in writing of such mistake. The notice to the Owner must include: (1) a request to withdraw its bid, (2) a detailed description of the exact nature of the mistake, (3) an explanation of exactly how and why the mistake occurred, (4) and an explanation of the corrective action that was, or will be implemented by the Bidder to eliminate the possibility of future mistakes. If the above requested information is not adequately provided to the Owner's satisfaction, the Bidder shall be prepared to meet with the Owner within 24 hours of notification by the Owner to further review the Bidder's request for withdrawal of its bid. In any case of a withdrawal, Owner may require that Bidder forfeit its bid security to the Owner.

11. TIE-BIDS

A tie-bid is defined as an instance where bids are received from two or more Bidders who are the low Bidders, and their offers are identical. Bids must be identical in all evaluation areas; e.g., price, quality, delivery, terms, and ability to supply, etc. If any of these areas are not identical, it is not considered a tie-bid, and Owner can justify awarding to the Bidder with the lowest responsive and responsible bid.

The procedure for tie-bids is to hold a public drawing and award the bid to the winner of the draw in accordance with the Method of Award clause in the Instructions to Bidders. When a drawing is necessary, the Bidders involved will be contacted with the time and place of the drawing. Attendance is not mandatory for the drawing. An impartial witness will be present at the drawing.

12. EVALUATION OF BIDS AND AWARD

A. **Line Item Total Prices/Evaluation**

The Bidder shall quote a total price for each line item; low bid will be defined as the lowest sum of these total prices. Mathematical errors in the line item Bid Schedule shall be corrected by Owner. For purposes of progress payments and change orders, the Owner will divide the item total by the estimated quantity contained in the Bid Form to arrive at a unit price (rounded down to the truncated cent). If there is no cost for a line item, the Bidder will enter a "0" or write the words "NO COST." A Bidder who fails to quote a total price for each line item or modifies/changes any elements within its Bid Form may be deemed non-responsive and their bid rejected.

B. **Intent to Award**

The Owner will issue a formal letter of Intent to Award to the lowest responsive responsible and/or best Bidder. The Bidder shall utilize this letter to obtain the bonds required by NRS 339.025. This statute requires that before any Public Works contract is awarded and becomes binding, the Contractor shall furnish bonds and insurance.

C. **Award Determination**

All responsive and responsible bids received are considered firm offers for 120 calendar days after the date of bid opening and may be considered for award. Award shall be made to the lowest responsive, responsible and/or best bidder, based upon the Total Bid Amount. Bidders must quote all items and agree to provide the bonds and insurance specified herein to be responsive and considered for award.

The determination of award may involve all or some of the following factors: price; bidder preference, if applicable; conformity to specifications; financial ability to meet the contract; previous performance; facilities and equipment; experience; and other objective and accountable factors which are reasonable and in accordance with the requirements of the Nevada Revised Statutes.

Rejection of bid(s) may be recommended to the Governing Body for any of (but not limited to) the following causes:

1. Failure to use the Bid Form(s) furnished by the Owner.
2. Lack of signature by an authorized representative on the Bid Form(s).
3. Failure to properly complete the Bid Form(s).
4. Evidence of collusion among Bidders.
5. Omission of Bid Security, in an acceptable form.
6. Unauthorized alteration of Bid Form(s).
7. Failure to fill out the Disclosure of Ownership/Principals form.
8. Reports of prior County/UMC required contracts.

Owner reserves the right to waive any minor informality or irregularity.

D. **Disclosure of Ownership/Principals**

Any bidder recommended for award of a contract by the Board of County Commissioners and/or UMC Governing Board is required to provide the information on the attached "Disclosure of Ownership/Principals" form. The form must be submitted to the Owner within 24 hours after request. Failure to fill out the subject form by the Bidder shall be cause for rejection of the bid.

E. **Award of Contract**

This bid will not be awarded or considered entered into, until the Governing Body or its authorized representative has authorized the award and the Successful Bidder has properly executed and submitted the required proof of insurance, the required bonds, and any other required submittals. Upon receipt of these required documents, in acceptable form, the Contract is considered binding, and the Purchasing Administrator or her designee will issue an Award Letter. The bid will then become a binding contract.

13. SCHEDULE(S) OF VALUES (**Bid Attachment 2**)

By 12:00 Noon the next working day after the bid opening, the three (3) lowest Bidders for the Total Base Bid amount must submit the Schedule(s) of Values on the attached form(s) specified as **Bid Attachment 2**, of the various portions of the work, aggregating the base bid amount, shall be divided so as to facilitate payments in accordance with the contract documents. Each item in the Schedule(s) of Values shall be identified with the Specification Section number that applies.

Following are detailed delivery instructions for the **Schedule(s) of Values:**

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

HAND DELIVERY	**E-Mail DELIVERY**
University Medical Center	veronica.kammler@umcsn.com
Materials Management Dept.	
Trauma Center Building	
800 Hope Place (formerly Rose Street), Suite 409 Las Vegas, NV 89016	

14. BONDS AND INSURANCE REQUIREMENTS (**Bonds and Insurance Requirements and Forms, EXHIBIT A**)

The successful Bidder shall obtain the bonds and maintain through the contract term the insurance coverage required **in Bonds and Insurance Requirements and Forms, Exhibit A,** incorporated herein by this reference. The successful Bidder shall comply with the terms and conditions set forth in Exhibit A. The cost of the insurance coverage shall be included in the bid amount.

Bidders are strongly urged to fax the bonds, insurance, and insurance certificate to their respective agents before the bid opening. The Successful Bidder must provide these within seven (7) business days from date of faxed letter of Intent to Award. Owner will assess the liquidated damages for submission of incorrect documents that are not corrected and returned by the seventh business day.

A. Insurance and surety companies issuing certificates of insurance and bonds must be licensed by the State of Nevada Insurance Division and certificates of insurance and bonds must be issued by an appointed producer of insurance pursuant to Nevada Revised Statute Chapter 683A.

B. The Successful Bidder shall provide all submittals requested in this section within seven (7) business days. If the Successful Bidder does not provide the submittals on or before the seventh business day, or fails to keep the bonds or insurance policies in effect or allows them to lapse, the Successful Bidder will pay to the Owner the amount of $500.00 per day as liquidated damages.

15. PROTESTS

Any Bidder who bids on a contract may file a written protest regarding the awarding of contract with the Purchasing Analyst within five (5) business days after the recommendation to award a contract is issued by the Owner or authorized representative. The protest must include a written statement setting forth the specific reasons the Bidder submitting the protest believes the applicable provisions of the law were violated. 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 cashiers 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 the Governing Body on the protest.

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

Neither the Governing Body 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 the Owner in an amount equal to the expenses incurred by the Owner 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.

16. REJECTION OF BID

The Governing Body reserves the right to waive any informality or irregularity in any bid received, to reject any and/or all bids, and to rebid.

17. FEDERAL, STATE, LOCAL LAWS

All Bidders, the successful Contractor, Subcontractors and any other person(s) who provides labor, equipment, materials, supplies or services for the public work, shall comply with the requirements of all applicable federal, state, and local laws relative to conducting business in Clark County including, without limitation, any applicable licensing requirements, labor and health laws, requirements for the payment of sales and use taxes on equipment, materials and supplies provided for the public work, and including NRS 338 as amended, if applicable. The laws of the State of Nevada will govern as to the interpretation, validity, and effect of this bid, its award, and any contract entered into.

18. COLLUSION AND ADVANCE DISCLOSURES

Pursuant to 332.820 evidence of agreement or collusion among Bidders and prospective Bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, shall render the bids of such Bidders void.

Advance disclosures of any information to any particular Bidder which gives that particular Bidder any advantage over any other interested Bidders, in advance of the bid opening, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body or an employee or representative thereof, shall operate to void all bids received in response to that particular request for bids.

19. RESPONSIBILITY OF CONTRACTOR

A. It is understood that in the performance of the services herein provided for, Contractor shall be, and is, an independent Contractor, and is not an agent, representative or employee of Owner and shall furnish such services in its own manner and method except as required by this Contract. Further, Contractor has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by Contractor in the performance of the services hereunder. Contractor shall be solely responsible for, and shall indemnify, defend and hold Owner harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.

B. Contractor shall be fully and solely responsible for safety and health conditions for conducting all operations under this contract and at all times in such a manner as to avoid the risk of endangerment to health, bodily harm to persons, and damage to property. Contractor shall continually and diligently inspect all equipment, materials and work to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions Contractor shall furnish all safety equipment, supplies and instructions required for the work and enforce the proper use of such by its employees, agents, subcontractors and any and all sub-tier levels and suppliers. Contractor shall notify the Owner in writing of the name of their assign employee responsible for safety and health including a twenty-four hour telephone number prior to commencement of work. Contractor shall comply with all requirements of Nevada Revised Statute Chapter 618, Occupational Safety and Health, Nevada Administrative Code Chapter 618 and have established an **active** Safety Program in accordance therewith.

C. Contractor acknowledges that the Owner has an obligation to ensure that public funds are not used to subsidize private discrimination. Contractor recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other protected status; the Owner may declare the Contractor in breach of the Contract, terminate the Contract, and designate the Contractor as non-responsible.

D. Contractor acknowledges that Contractor and any Subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of the Owner, and that they shall not be entitled to any of the benefits or rights afforded employees of Owner, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. Owner will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of Contractor or any of its officers, employees or other agents.

E. The Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the Contractor, their principals, officers, employees, agents, Subcontractors and suppliers required to complete this Contract. In performing the specified services, Contractor shall follow practices consistent with generally accepted professional and technical standards.

F. It shall be the duty of the Contractor to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. Contractor will not produce a work product that violates or infringes on any copyright or patent rights. The Contractor shall, without additional compensation, correct or revise any errors or omissions in its work products. Permitted or required approval by the Owner of any products or services furnished by Contractor shall not in any way relieve the Contractor of responsibility for the professional quality and technical accuracy and adequacy of its work. Owner’s review, approval, acceptance, or payment for any of Contractor's services herein shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and Contractor shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to Owner caused by Contractor's performance or failures to perform under this Contract.

G. Contractor shall appoint a qualified employee who will manage the performance of services, should this employee be unable to complete his or her responsibility for any reason, the Contractor will immediately replace him or her with a qualified person and inform the Owner in writing.

H. As built drawings and related specifications shall become and remain the property of the Owner. Copies of the drawings and specifications retained by the Owner may be utilized only for its use and for occupying and maintaining the project for which they were prepared, and not for construction of any other project. A copy of all materials, information and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by Contractor during the performance of services for which it has been compensated under this Contract, shall be delivered to Owner’s representative upon completion or termination of this Contract, whichever occurs first. Owner shall have the right to reproduce all non-copy write protected documentation supplied pursuant to this Contract.

I. The Contractor agrees that its officers, employees, Subcontractors and suppliers will cooperate with the Owner in the performance of services under this Contract and will be available for consultation with Owner at such reasonable times with advance notice as to not conflict with their other responsibilities.

J. The Contractor agrees to provide the information on the attached “Disclosure of Ownership/Principals” form prior to any contract award by the Board of County Commissioners and/or UMC Governing Board.

K. The rights and remedies of the Owner provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Contract.

20. RESPONSIBILITY OF OWNER

A. The Owner agrees that its officers, employees, and contracted firms will cooperate with Contractor in the performance of services under this Contract and will be available for consultation with Contractor at such reasonable times with advance notice as to not conflict with their other responsibilities and in accordance with the communication methodology defined by the Owner.

B. Owner's Departmental Responsibilities:

1. The Owner's Contracts Management Office will administer the bid solicitation, pre-bid conference, issue addenda, bid opening, bid protest, evaluation, Nevada State Contractors Board license compliance, bonds and insurance, Notice of Award of contract, and obtainment of governing body approval of fully executed change order(s), subcontractor substitutions, assignment of contractual rights, and any Notice to Remedy and Contract Termination. The Owner's departmental representative assigned to administer the contract with the design professional (Architect/Engineer) shall review and approve all documents prior to presenting them to the Contracts Management Office for advertising a notice to bid and prior to release of a formal addenda.

2. Upon the issuance of a written Notice of Award, the services performed by Contractor under this Contract shall be subject to contract administration for compliance with the terms of this Contract by Owner's departmental representative assigned at the preconstruction meeting and/or as instructed in the written Notice to Proceed. Owner's departmental representative shall provide all contract administration including issuance of the written Notice to Proceed for commencement of work/services, substitutions ("or equal"), coordination with design professional, prevailing wage rate compliance, progress payment evaluation(s), invoice approval, payments and retainage, surety performance inquirers, negotiations and signature authority for change order(s), punch list(s), Notice of Substantial Completion, warranty inspections, corrective action notices, project conflicts, disputes, mediation demands. Additionally shall administer and coordinate the Owner's design professional, construction management firm or other Owner contracted firm(s). Owner's departmental representative responsibilities under this Contract may be delegated to appropriate staff members or a third party firm, and shall notify the Contractor in writing before the effective date of each such delegation.

C. The review comments of Owner's representative may be reported in writing as needed to Contractor. It is understood that Owner's representative's review and oral comments do not relieve Contractor from the responsibility for the timely completion, professional quality and technical accuracy of all work delivered under this Contract unless modified through a formal written change order(s) approved by the governing body.

D. University Medical Center staff and/or their contracted staff will perform unscheduled site visits to validate that the workers performing the electrical and plumbing work are in compliance with requirements of the Building Administrative Code, Chapter 22.2.

21. DISCLAIMER

The prospective Bidder is responsible for obtaining all addenda, correspondence, CD data, and any other documentation issued by University Medical Center. University Medical Center is not responsible for the accuracy or completeness of any documentation the Bidder receives from **any source** other than University Medical Center, Contracts Management Office.

BID NO. 2016-04
UMC 2040 BUILDING (FLOORS 3 AND 4)
TENANT IMPROVEMENTS PROJECT

SPECIFICATIONS AND DRAWINGS
EXHIBIT A

See the following Specifications and Drawings, included as separate documents/files:

1. Exhibit A - ARCH Permit Set
2. Exhibit A - ELEC Permit Set
3. Exhibit A - MECH Permit Set
4. Exhibit A - PLUMB Permit Set

BID NO. 2016-04
UMC 2040 BUILDING (FLOORS 3 AND 4)
TENANT IMPROVEMENTS PROJECT

ASBESTOS ABATEMENT
SCOPE OF WORK
EXHIBIT B

Project Name: UMC 2040 Building Asbestos Abatement
Project Address: 2040 W. Charleston Blvd, Las Vegas, NV 89102
Project Location: Project Address, 3RD Floor Suite and Office Areas

1.0 Scope and Intent

1.1 Scope: Removal and proper disposal of Asbestos Containing Materials (ACM), in accordance with Nevada Revised Statues, Chapter 618 and all applicable Federal, State and local requirements.

1.2 Intent: To remove all ACM from the Project Location, with the intent to prepare/clear the space for future remodel.

2.0 Definitions and Applicable Documents:

2.1 Definitions:

2.11 Asbestos Containing Materials (ACM) – any materials containing Asbestos, as defined in NRS 618.750-1.

2.12 Regulated Asbestos-Containing Materials (RACM) - (a) friable asbestos material, (b) Category I nonfriable ACM that has become friable, (c) Category I nonfriable ACM that will be or has been subjected to sanding, grinding, cutting or abrading, or (d) Category II nonfriable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations.

2.13 Transmission Electron Microscopy (TEM) Analysis – the most sophisticated technology available for characterizing asbestos minerals. If fibers smaller than 0.25 microns (um) needs to be identified, and/or fiber type needs to be differentiated, the use of TEM is required.

2.14 Vinyl Composition Tile (VCT) – finished flooring material used primarily in commercial and institutional applications.

2.2 Applicable Documents:

2.21 Nevada Revised Statues, Chapter 618 – Occupational Safety and Health.

2.22 Environmental Protection Agency – Regulated Asbestos-Containing Materials Guidance (EPA-340/1-90-018), dated December 1990.

ASBESTOS ABATEMENT
SCOPE OF WORK
EXHIBIT B

3.0 Certification(s)/License(s)

3.1 License(s):

3.11 Contractor shall posses a valid "Asbestos Abatement" license, in accordance with NRS 618.790 – 618.833.

4.0 Requirements

4.1 Performance:

4.11 Provide all management, supervision, labor, material, tools, equipment and disposal containers to complete the entire project.

4.12 Remove and properly dispose of approximately 7,000 sq. ft. of carpet, ceramic tile, VCT floor tile 12" x 12" (N.F. Cat I) and black mastic glue, via mechanical means (NF. CAT I. to be rendered RACM).

4.13 Includes:

a. Mobilize materials, tools and equipment for each area,
b. Set up full containment area(s) as required, with negative pressure,
c. Tear down and demobilization of materials, tools and equipment,
d. Appropriate disposal of ACM debris for each area, and
e. Contractor to pay all applicable taxes, OSHA and Clark County fees and permits for abatement purposes only.

4.14 Excludes:

a. VCT floor tile and associated glue mastic (not considered ACM) from common areas such as restrooms, elevator lobbies, core corridors and electric/equipment rooms and stairways,
b. Replacement, patching or repair of any of the building materials or adjacent surfaces,
c. Costs associated with 3rd party final visual and/or air clearances,
d. Performance of periodic outside containment air monitoring during the work,
e. 3rd party oversight during the work,
f. Salvage or storage of any kind of contents from the building, and
g. Site security during work.
h. TEM Analysis.

4.0 Materials

4.1 Provided by Owner – N/A

4.2 Provided by Contractor

4.21 Includes:

a. All materials necessary to properly establish and maintain all required containment areas,
b. All personal protective materials/equipment, and
c. All other materials necessary to successfully complete the entire project.

5.0 Clarifications

5.1 Schedule:

5.11 All work shall be performed during normal working hours,

5.12 Schedule shall be mutually agreed upon, in writing, prior to commencement of the on-site work.

5.2 Access:

5.21 Contractor requires full access to the entire work area. All areas will be free from contents, furniture, etc. for the duration of the project. Move out and/or disposal of contents shall be performed by Owner.

6.0 Owner's Responsibilities

6.1 Utilities:

6.11 Provide temporary utilities including power, water and sanitary facilities.

6.12 Provide 1 each 240V/50A temporary power per area to service equipment.

6.2 Ventilation:

6.21 Provide a secure route for exhausting negative air machines to the outside of the building. Contractor will not be responsible for providing security for open doors or windows if required. However, contractor will be responsible for the security of all of their tools, materials, etc. while contractor is physically present on the work site.

6.3 Disposal:

6.31 Provide a staging area for disposal dumpster, with one dumpster to be stage at a time. Contractor shall secure the dumpster during non-working hours. Owner is not responsible if/when the dumpster is used by any other parties, other than the contactor.

6.4 Oversight and Testing:

ASBESTOS ABATEMENT
SCOPE OF WORK
EXHIBIT B

6.41 Provide, via a third party agreement, limited project oversight and abatement monitoring during asbestos abatement activities, final clearance inspection and air testing on completion of asbestos abatement activities.

BID NO. 2016-04
UMC 2040 BUILDING (FLOORS 3 AND 4)
TENANT IMPROVEMENTS PROJECT

ASBESTOS ABATEMENT MONITORING
SCOPE OF WORK
EXHIBIT C

Project Name: UMC 2040 Building Asbestos Abatement Monitoring
Project Address: 2040 W. Charleston Blvd, Las Vegas, NV 89102
Project Location: Project Address, 3RD Floor Suite and Office Areas

Contractor will provide the labor, equipment, and materials to perform site work, area air sample collection, visual and clearance monitoring, and the preparation of a summary report. Contractor staff will have the appropriate State of Nevada asbestos licensing to perform the functions described below.

Owner agrees to provide access and right-of-entry to the site for Contractor equipment and personnel.

Scope of Work

1. Project Oversight and Area Monitoring for Asbestos Containing Material (ACM) Abatement
2. Final Clearance Testing for ACM
3. Close Out Report Preparation

Schedule

1. The schedule of work shall coincide with the "3rd Floor Abatement" work as indicated on the Tentative Project Schedule (see **INSTRUCTIONS TO BIDDERS, EXHIBIT E**).
2. The final clearance testing will be performed on completion of asbestos abatement for the Project Location.
3. The final report will be provided within two weeks of the project's completion.

BID NO. 2016-04
UMC 2040 BUILDING (FLOORS 3 AND 4)
TENANT IMPROVEMENTS PROJECT

FLOOR 3 DEMOLITION TO GRAY SCALE
SCOPE OF WORK
EXHIBIT D

Project Name: UMC 2040 Building, 3rd Floor Demolition Project
Project Address: 2040 W. Charleston Blvd, Las Vegas, NV 89102
Project Location: Project Address, 3rd Floor Suite and Office Areas

1.0 Scope and Intent

1.1 Scope: Removal and proper disposal of Construction/Building materials in accordance with Nevada Revised Statues, Chapter 338 and all applicable Federal, State and local requirements.

1.2 Intent: To remove all Construction/Building materials from the Project Location, with the intent to prepare/clear the space to a "shell" configuration, ready for future remodel.

2.0 Definitions and Applicable Documents:

2.1 Acronyms/Definitions

a. HVAC – Heating, Ventilation and Air Conditioning

b. AHJ – Authority Having Jurisdiction (City of Las Vegas, Building Dept., Fire Dept., etc.)

c. ACM - Asbestos Containing Materials – any materials containing Asbestos, as defined in NRS 618.750-1.

d. TEM Analysis - Transmission Electron Microscopy Analysis – the most sophisticated technology available for characterizing asbestos minerals. If fibers smaller than 0.25 microns (um) needs to be identified, and/or fiber type needs to be differentiated, the use of TEM is required.

2.2 Applicable Documents

a. Nevada Revised Statutes, Chapter 338 – Public Works

b. Nevada Revised Statutes, Chapter 24 – Contractors

3.0 License(s)

3.1 Contractor shall possess a valid "B – General Building" license, in accordance with NRS, Chapter 624.

3.2 All subcontractors shall possess the appropriate valid specialty license(s), in accordance with NRS, Chapter 624.

4.0 Contractor's Responsibilities

4.1 Performance

4.1.1 Provide all management, supervision, labor, material, tools, equipment and disposal containers to complete the entire project.

4.1.2 Provide all material, equipment, tools and labor to establish and maintain any/all required temporary containment areas and negative air ventilation (to the outside) systems.

4.1.3 Includes:

a. Obtain all required permits and pay all applicable fees.
b. Construction waste to be contained within the construction area until transport.
c. Construction waste will be transported in covered containers through the facility.
d. A construction trash chute and dumpsters will be provided by contractor and utilized for the duration of the project.
e. Provide disconnect and safe-off of existing electrical systems throughout 3rd floor tenant space. Electrical items will be pulled back to the center core electrical room.
f. Provide after hours building water shut off for removal and safe-off of 3rd floor plumbing systems.
g. Provide disconnect and safe-off of existing plumbing water and waste systems throughout 3rd floor tenant space. Plumbing items will be capped at center core common area.
h. Provide demolition and proper disposal of existing plumbing fixtures throughout 3rd floor tenant space.
i. Provide demolition and proper disposal of existing electrical fixtures including lights and receptacles throughout 3rd floor tenant space.
j. Provide demolition and proper disposal of existing HVAC ducting systems throughout the 3rd floor tenant space. The HVAC ductwork will be removed back to the center core common area.
k. Provide removal and proper disposal of all casework, cabinets and shelving throughout the 3rd floor tenant space.
l. Provide removal and proper disposal of all wall assemblies including sheetrock, framing and furring throughout the 3rd floor tenant space.
m. Provide removal and proper disposal of existing ceiling assemblies throughout the 3rd floor tenant space.
n. Allowance for removal and proper disposal of existing flooring leftover after abatement (by another contractor).
o. Allowance for modifications to the existing 3rd floor fire alarm system. Price confirmation will be required upon inspection by AHJ.
p. Allowance for modifications to the existing 3rd floor fire sprinkler system. Price confirmation will be required upon inspection by AHJ.
q. Cleanup and proper disposal of any and all trash and debris caused by this Scope of Work.
r. All work to take place during normal working hours 7:30a.m.- 3:30p.m. Monday- Friday.

4.1.4 Excludes:

a. VCT floor tile and associated glue mastic (not considered ACM) from common areas such as elevator lobbies, core corridors and electric/equipment rooms and stairways,
b. Replacement, patching or repair of any of the building materials or adjacent surfaces,
c. Costs associated with 3rd party final visual and/or air clearances,
d. Performance of periodic outside containment air monitoring during the work,
e. 3rd party oversight during the work,
f. Salvage or storage of any kind of contents from the building,
g. Site security during work, and
h. TEM Analysis,

5.0 Materials

5.1 Provided by Owner – N/A

5.2 Provided by Contractor

4.2.1 Includes:

a. All materials necessary to properly establish and maintain all required containment areas,
b. All personal protective materials/equipment, and
c. All other materials necessary to successfully complete the entire project.

6.0 Clarifications

6.1 Schedule:

6.1.1 All work shall be performed during normal working hours,

6.1.2 Schedule shall be mutually agreed upon, in writing, prior to commencement of the on-site work.

6.2 Access:

6.2.1 Contractor requires full access to the entire work area. All areas will be free from contents, furniture, etc. for the duration of the project. Move out and/or disposal of all contents remaining in work area at time of project commencement shall be performed by Contractor.

7.0 Owner's Responsibilities

7.1 Utilities:

7.1.1 Provide temporary utilities including power, water and sanitary facilities.

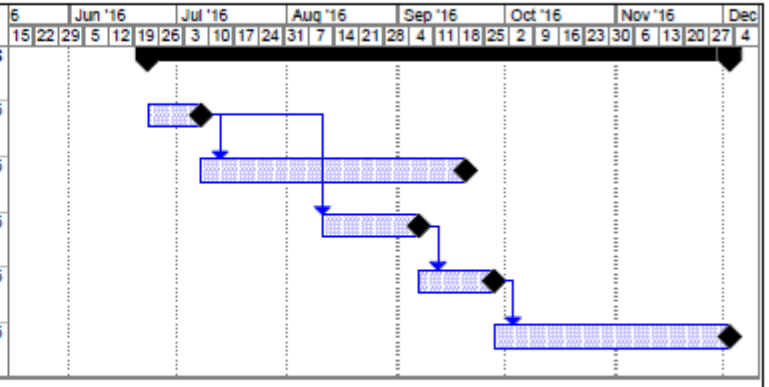
7.2 Ventilation:

7.2.1 Provide a secure route for exhausting negative air machines to the outside of the building. Contractor will not be responsible for providing security for open doors or windows if required. However, contractor will be responsible for the security of all of their tools, materials, etc. while contractor is physically present on the work site.

7.3 Disposal:

7.3.1 Provide a staging area for disposal dumpster, with one dumpster to be stage at a time. Contractor shall secure the dumpster during non-working hours. Owner is not responsible if/when the dumpster is used by any other parties, other than the contactor.

ID		Task Name	Duration	Start	Finish
1		**2040 3rd and 4th floor project**	**112 days**	**Thu 6/23/16**	**Fri 12/2/16**
2		Notice to Proceed	10 days	Thu 6/23/16	Thu 7/7/16
3		4th Floor TI	51 days	Fri 7/8/16	Mon 9/19/16
4		3rd Floor Abatement	18 days	Thu 8/11/16	Tue 9/6/16
5		3rd Floor Demolition	15 days	Wed 9/7/16	Tue 9/27/16
6		3rd Floor TI	45 days	Wed 9/28/16	Fri 12/2/16



INSTRUCTIONS TO BIDDERS
BID NO. 2016-04
UMC 2040 BUILDING (FLOORS 3 AND 4)
TENANT IMPROVEMENTS PROJECT

EXHIBIT E

Project: Project1
Date: Fri 4/22/16

Task		Milestone		External Tasks	
Split		Summary		External Milestone	
Progress		Project Summary		Deadline	

Page 1

GENERAL CONDITIONS

BID NO. 2016-04
UMC 2040 BUILDING (FLOORS 3 AND 4)
TENANT IMPROVEMENTS PROJECT

SECTION 1: GENERAL

1.1 NOTICE(S) TO PROCEED

A. **Notice to Proceed (for Work)**

After receipt of all required post-bid bonds and proof of insurance, and any other required post-bid submittals, the UMC Contracts Management Office will issue a Notice of Award which authorizes the Contractor to immediately execute the required contracts with equipment and material supplier(s), required Subcontractors, and apply for and obtain any necessary permits. The UMC Facilities Maintenance Department shall issue a Notice to Proceed to commence the work.

1.2 TIME: COMPLETION OF PROJECT

A. Time is of the essence and failure to meet the specified time to complete the work to be performed shall constitute a breach of the Contract and may result in termination of the Contract.

B. The Successful Bidder, upon becoming the awarded Contractor, shall commence the work to be performed on the date set by the Owner's departmental representative in the written Notice to Proceed, continuing the work in accordance with the approved schedule and shall complete the entire work within one hundred and **sixty-eight (168) calendar days** from the date specified in the Notice to Proceed. Further, separable portions of the work may be subject to milestone or specific dates as established in this document. The Contractor shall complete all work or separable portions of work in accordance with specified milestones or specific dates and in accordance with these specifications. Any costs associated with the overtime, which may be required to complete the project in time, and/or milestones specified shall be solely the responsibility of the Contractor and shall have been included in the bid amount(s).

1. In addition, where applicable, reference to time shall be in accordance with Section 108, "Prosecution and Progress" of the Uniform Standard Specifications for Public Works Construction Off-Site Improvements, Clark County Area, Nevada, Third Edition, and revisions thereto.

2. The time specified above represents no overtime requirement. The scheduling of overtime for this project is solely the responsibility of the Contractor. The Owner is not responsible for any additional costs related to overtime work performed.

C. **Contractor's Performance of Work**

The Contractor shall perform all work as may be necessary to complete the contract in a satisfactory and acceptable manner, and unless otherwise provided, shall furnish all transportation, materials, equipment, tools, labor or incidentals necessary to complete the work in the best possible and most expeditious manner.

D. **Liquidated Damages**

1. In case of failure on the part of the Contractor to complete the work within the time(s) specified in the Contract, or with such additional time(s) as may be granted by formal change order, or if the Contractor fails to perform the work, or any separable part thereof, with such diligence as will insure its completion within the time(s) specified in the contract or any extensions thereof, the Contractor shall pay to the Owner, as liquidated damages, the sum of **$500.00** for each calendar day of delay until the work is complete, together with any increased costs incurred by the Owner in completing the work.

2. **Owner's Recovery of Bidder's Preference Liquidated Damages**

If the Owner determines that the Contractor has failed to comply with a requirement certified in its Public Works Bidder's Preference Affidavit (**Bid Attachment 3**), the Owner may seek to recover by civil action Liquidated Damages for material breach of the contract in the amount of one percent (1%) of the contract price.

1.3 PERMITS AND FEES

The Contractor shall determine and secure and pay for all fees and permits which may include, but not be limited to the following: building permit; plan check fee; dust control permit; sanitation/sewer; storm water pollution, water; tortoise; and other permits, connection and governmental fees; licenses; and all special inspections necessary for proper execution and completion of the work, unless otherwise specified. Contractors shall direct questions to the designated contacts specified in the Instructions to Bidders.

1.4 UTILITIES

Reserved.

1.5 STANDARDS AND CODES

A. Wherever references are made in the Contract to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Contract shall apply to the work of the project, unless otherwise expressly set forth. Unless otherwise specified, reference to such standards or codes is solely for implementation of the technical portions of such standards and codes.

B. Where applicable, reference to the Uniform Standard Specifications shall mean the Uniform Standard Specifications for Public Works Construction, Off-Site Improvements, Clark County Area, Nevada, Third Edition and revisions thereof, excluding Sections 102 and 103 of Division One, and/or the latest adopted Editions of the Uniform Building Code, Plumbing Code, Electrical Code, Fire Code, and Mechanical Code.

C. In case of conflict among any of the above referenced Specifications standards and codes, or between any referenced standards and codes and the Specifications, reference is made to Section 105, Subsection 105.04 of the Uniform Standard Specifications for Public Works Construction, Off-Site Improvements, Clark County Area, Nevada, Current Edition, and revisions thereto, unless otherwise specified in the General Conditions.

1.6 TAXES

Contractor shall pay all taxes, levies, duties and assessments of any nature that may be applicable to any work under this Contract. The contract amount and any approved change orders amounts shall include all taxes imposed by law. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds the Owner harmless from any liability regarding any and all such taxes, levies, duties, assessments and deductions.

1.7 ASSIGNMENT OF CONTRACTUAL RIGHTS

It is agreed that the Contractor will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without prior written consent of Owner and any sureties.

1.8 GOVERNING ORDER OF BIDDING AND CONTRACT DOCUMENTS

A. The bidding and contract documents include various divisions, sections, and conditions, which are essential parts for the work to be provided by the Contractor. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of a discrepancy, the following precedence will govern:

1. Permits required by law from other agencies, and/or the County, issued to the Contractor, and/or UMC.
2. Change orders, supplemental contracts and amended contracts.
3. Instructions to Bidders, including any addenda.
4. General Conditions, including any addenda.
5. Special Provisions, including any addenda.
6. Contract Drawings, including any addenda.
7. Uniform Standard Specifications for Public Works Construction Off-Site Improvements, Clark County Area, Nevada, Third Edition, and all revisions through date of advertisement.
8. Uniform Standard Drawings for Public Works Construction Off-Site Improvements, Clark County Area, Nevada, and all revisions through date of advertisement.

B. Notwithstanding the above, if a permit provision conflicts with a provision in items 2-8, above, the more stringent provision controls.

C. Notwithstanding the above, a change order, supplemental agreement or amended agreement takes precedence over a more stringent permit if the permitting agency approves in writing.

D. Notwithstanding the above, in the event of a conflict between addenda, the more recent addenda controls.

E. Notwithstanding the above, approved revisions to contract drawings, specifications and drawings will take precedence over items 5, 6, 7 and 8 respectively. Detailed contract drawings shall have precedence over general plans.

F. The Contractor shall not take advantage of any apparent error or omission in the contract drawings or specifications. In the event the Contractor discovers such an error or omission, the Contractor shall immediately notify the Engineer/Architect. The Engineer/Architect will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications.

1.9 INDEMNITY

A. Notwithstanding the insurance coverage required herein, Contractor hereby indemnifies and shall defend and hold harmless Owner, its officers, employees, agents and, if applicable, its construction manager, its officers and employees, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses whatsoever of any kind or nature whether arising before or after completion of the work hereunder and in any manner directly and indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence whether active or passive by Contractor, or anyone contracted with or acting under its direction or control, or in its behalf in connection with or incident to the performance of this Contract.

Contractor's aforesaid indemnity and hold harmless obligations, or portions or applications thereof, shall apply even in the event of the fault or negligence, whether active or passive, of the parties indemnified or held harmless to the fullest extent permitted by law, but in no event shall they apply to liability caused by the willful misconduct of the parties indemnified or held harmless.

B. Contractor agrees to indemnify, defend, and hold harmless the Owner, its officers and employees, from any and all claims by Contractor's employees or its subcontractors' employees, for work-related injuries arising out of the performance of the contract.

1.10 ADA REQUIREMENTS

All work performed or services rendered by the successful Contractor must comply with the Americans with Disabilities Act standards adopted by Clark County/UMC. All facilities built prior to January 26, 1992 must comply with the Uniform Federal Accessibility Standards; and all facilities completed after January 26, 1992 must comply with the Americans with Disabilities Act Accessibility Guidelines. It shall be the responsibility of the successful Contractor to advise the Owner should the Owner’s requirements not meet the appropriate accessibility standards.

1.11 AUDITS

The performance of this contract by the Contractor is subject to review by the Owner to insure contract compliance. The Contractor agrees to provide the Owner any and all information requested that relates to the performance of this contract. All requests for information shall be in writing to the Contractor. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of contract and be cause for suspension and/or termination of the contract.

SECTION 2: MATERIALS:

2.1 PATENT INDEMNITY

A. Contractor hereby indemnifies and shall defend and hold harmless Owner, its officers, employees, agents and, if applicable, its construction manager, its officers, and employees, respectively, from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by Owner and its construction manager, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the equipment or materials furnished under the contract by Contractor, or out of the processes or actions employed by, or on behalf of Contractor in connection with the performance of the contract. Contractor shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by Owner or its construction manager; provided that Owner or its construction manager shall have notified Contractor upon becoming aware of such claims or actions, and provided further that Contractor's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by Owner or its construction manager.

B. Contractor shall have the right, in order to avoid such claims or actions, to substitute at its expense non infringing equipment, materials, or processes, or to modify such infringing equipment, materials and processes so they become non infringing, or obtain the necessary licenses to use the infringing equipment, material or processes, provided that such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of this Contract.

2.2 SUBSTITUTIONS ("OR EQUAL")

A. Policy

1. 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.

2. 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.

3. 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.

4. 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.

5. Substitutions will not be permitted in those instances where the product is intended to accommodate artistic design, specific function or economy of maintenance.

B. Procedure

Should the Contractor wish to use any material, product, or service other than those specified by brand or trade name, it shall, within **10 calendar days** after award of the contract, submit to the Architect or Engineer, a written request for substitution accompanied by all data necessary for the Architect or Engineer to determine whether the requested substitution is equal to the specified material, product, or service. If the Contractor fails to submit written requests within **10 calendar 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 on the part of the Architect or Engineer to determine such substitute to be the equal of that specified.

The Architect or Engineer will have a reasonable amount of time to review requests for substitution and make a recommendation to the Owner. 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.

2.3 DELIVERY, UNLOADING AND STORAGE

Contractor shall receive, unload, store in a secure place, and deliver from storage to the construction site all materials and equipment required for the performance of the Contract. The storage facilities and methods of storing shall meet Owner's approval. Materials and equipment subject to degradation by exposure shall be stored in a suitable enclosure provided by Contractor.

2.4 PAYMENT OF MATERIAL

A. At the discretion of the Owner, payment for materials on hand may be made when a paid invoice is presented to the Architect/Engineer for inclusion with the estimate, provided the materials meet the requirements of the plans and specifications, and are stored under acceptable storage conditions. Payment for materials on hand does not alter the responsibility of the Contractor for all materials until final acceptance of the work.

B. If materials are not specifically purchased for the work, but are taken from the Contractor's stock, then in lieu of invoices, there shall be submitted to the Owner statements accompanied by an affidavit of the Contractor, certifying such materials were taken from its stock and the price and transportation claimed represent the actual cost to the Contractor.

C. It is understood and agreed that the transfer of title to and the Owner's payment of such stored or stockpiled material shall in no way relieve the Contractor of its responsibility for furnishing and placing such materials in accordance with the requirements of the Contract, plans, and specifications.

2.5 WARRANTY

A. Unless otherwise provided elsewhere in the Contract, all materials and equipment incorporated into any work covered by the contract shall be new, and where grade is not specified, shall be of the most suitable grade of their respective kinds for their intended use, and all workmanship shall be in accordance with construction practices acceptable to Owner. Unless otherwise provided in the contract, Contractor warrants all equipment, materials, and labor furnished or performed under this contract against defects in design, materials (unless furnished by Owner), and workmanship for a period of **12 months** (unless longer guarantees or warranties are provided for in the contract in which case the longer periods of time shall prevail) from the date of Substantial Completion, regardless of whether the same were furnished or performed by Contractor or by any of its subcontractors of any tier. Upon receipt of written notice from Owner of any defect in any such equipment, materials, or labor during the applicable warranty period, due to defective design, materials or workmanship, the affected item or parts thereof shall be redesigned, repaired or replaced by Contractor at a time acceptable to Owner.

B. Contractor shall perform such tests as Owner may require verifying that such redesign, repairs and replacements comply with the requirements of this Contract. All costs incidental to such redesign, repair, replacement and testing, including the removal of any barrier, necessary to gain access, shall be borne by Contractor.

C. Contractor warrants such redesigned, repaired or replaced work against defective design, materials and workmanship for a period of 12 months from and after date of acceptance thereof. Should Contractor fail to promptly make the necessary redesign, repair, replacement, and tests, Owner may perform or cause to be performed the same at Contractor's expense. Contractor and its surety or sureties shall be liable for the satisfaction and full performance of the warranties as set forth herein.

SECTION 3: LABOR

3.1 PREVAILING WAGES

A. The Contractor and Subcontractors shall be bound by and comply with all federal, state and local laws with regard to minimum wages, overtime work, hiring and discrimination, including NRS 338.020 through 338.090. The Contractor shall ensure that all employees on the work are paid in accordance with the CURRENT PREVAILING WAGE RATES AS APPROVED BY THE STATE LABOR COMMISSIONER, whenever the actual value of the contract totals $250,000 or more. Bidders are responsible to identify and use the correct prevailing wage rates, including any addenda, as well as all the forms needed to comply, as specified on the State of Nevada Labor Commissioner's web site: http://www.laborcommissioner.com, or by calling (702) 486-2795. Per NAC 338.040, after a contract has been awarded, the prevailing rates of wages in effect at the time of the opening of bids remains in effect for the duration of the project. **Please note that if a change order causes a contract to exceed $250,000, the Owner will audit the entire contract period.**

B. In accordance with NRS 338.013.3, the 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.

C. In accordance with NRS 338.060 and 338.070, the Contractor shall forfeit as a penalty to the Owner, amounts specified in NRS 338.060, for each calendar day or portion thereof that each workman 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. If the Contractor or any Subcontractor on the project fails to submit the certified payroll reports to the Owner within **15 calendar days** after the end of the month, the Contractor shall forfeit as a penalty to the Owner, amounts specified in NRS 338.060, for each calendar day or portion thereof for each workman employed on the project during the reporting period. The Labor Commissioner

shall establish a sliding scale based on the size of the Contractor's business to determine the amount per worker per day to be imposed. Any Contractor or Subcontractor, or agent or representative thereof, performing work on the project, who neglects to comply with the prevailing wage, is guilty of a misdemeanor. If a penalty is imposed, in addition to any penalties allowed by NRS 338.060, the Prime Contractor shall reimburse Owner for all costs associated with wage complaint investigations for the project, including but not limited to, actual staff time, materials used, and attorneys fees.

D. In accordance with NRS 338.070, Contractor and each Subcontractor shall keep or cause to be kept:

1. An accurate record showing for each worker employed by the Contractor or Subcontractor;

   a) The name of the worker;

   b) The occupation of the worker;

   c) If the worker has a driver's license or identification card, an indication of the state or other jurisdiction that issued the license or card; and

   d) The actual per diem, wages, and benefits paid to the worker; and

2. An additional accurate record showing for each worker employed by the Contractor or Subcontractor who has a driver's license or identification card;

   a) The name of the worker;

   b) The driver's license or identification card number of the worker; and

   c) The state or other jurisdiction that issued the license or card.

The records maintained pursuant to the requirements indicated above must be open at all reasonable hours to inspection by the Owner. The Contractor, and all Subcontractors, shall ensure that a copy of each record for each calendar month, together with a cumulative summary of the percentage of workers that hold a valid driver's license or identification card issued by the State of Nevada, is received by the Owner no later than 15 days after the end of the month. The copy of the record maintained pursuant to paragraph one (1) of this section must be open to public inspection, as provided in NRS 239.010. The copy of the record maintained pursuant to paragraph two (2) of this section is **confidential and not open to public inspection**. The Contractor, or any Subcontractor or agent or representative thereof, doing work on the Project who neglects to comply with the terms of this provision is guilty of a misdemeanor. A copy of the records of work performed on the Project by the Contractor and each Subcontractor shall be submitted to the Owner at the following address:

University Medical Center of Southern Nevada
Facilities Maintenance Department
Attn: Construction Compliance Officer
1800 W. Charleston Blvd
Las Vegas, Nevada 89102

Attached are sample forms that may be used to document the above required information.

Two years after Project's final payment is made by the Owner; the records in Owner's possession may be destroyed.

E. **The Contractor shall comply with the requirements of NRS 338.020 and post in a generally visible place to the Workmen, the Nevada Prevailing Wage Rates and all addenda.**

F. **Certified Payroll Reports**: Pursuant to NRS 338.070, on any public work contract awarded for more than $250,000, the Contractor and each Subcontractor are required to keep an accurate record showing the name, the occupation and the actual per diem, wages and benefits paid to each workman employed by it in connection with the public work.

The Contractor and each Subcontractor are required to submit a copy of the record for each calendar month to the Owner no later than 15 calendar days after the end of the month for the purposes of public inspection. Contractor shall be responsible for coordinating the submittal of all the certified payroll reports for the project, including its reports and the reports of all the subcontractors who are performing work on the project. A Contractor shall not withhold from a subcontractor the sums necessary to cover any penalties withheld from the Contractor by the public body because the Contractor failed to submit certified payroll reports within 15 calendar days after the end of the month if the Subcontractor provided certified payroll reports to the Contractor within 10 calendar days after the end of the month or the date agreed upon by the Contractor and Subcontractor. The Contractor shall submit the Owner's copy of its certified payroll and the certified payroll of each of the subcontractors performing work on the project.

Certified Payroll Reports will be available for public viewing. The Construction Compliance Officer may be contacted at (702) 383-2301 to view the reports.

3.2 STATE OF NEVADA LEGAL HOLIDAYS

The Contractor is advised that below there are 10 firm legal holidays and 11 when December 31st falls on Friday.

Martin Luther King's Birthday
Presidents' Day
Memorial Day
Independence Day
Labor Day
Nevada Admission Day
Veteran's Day
Thanksgiving Day and the Friday After
Christmas Day
New Year's Day

Contractor is required to verify dates with Owner's representative prior to commencement of the Project.

3.3 COPELAND ANTI-KICK BACK ACT

The Contractor shall comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 CFR Part 3). This act provides that each Contractor or Subcontractor shall be prohibited from inducing by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which it is otherwise entitled.

3.4 EMPLOYMENT OF UNAUTHORIZED ALIENS

In accordance with the Immigration Reform and Control Act of 1986, the successful Bidder agrees that it will not employ unauthorized aliens in the performance of this contract.

3.5 NON-DISCRIMINATION / FAIR EMPLOYMENT PRACTICES

A. Discrimination:

The BCC and UMC GB are committed to promoting full and equal business opportunity for all persons doing business in Clark County. The successful Bidder acknowledges that the Owner has an obligation to ensure that public funds are not used to subsidize private discrimination. The successful Bidder recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other protected status, the Owner may declare the successful Bidder in breach of the contract, terminate the contract, and designate the successful Bidder as non-responsible.

B. Fair Employment Practices:

In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex or age. Such agreement shall include, but not be limited to, the following: 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 apprenticeship.

The Contractor further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials. Any violation of such provision by a Contractor shall constitute a material breach of this Contract.

3.6 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 persons who: (1) Have been honorably discharged from the Army, Navy, Air Force, Marine Corps or Coast Guard of the United States, a reserve component thereof or the National Guard; and (2) Are citizens of the State of Nevada. And 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.

3.7 SUBCONTRACTOR/INDEPENDENT CONTRACTOR

A. Contractor represents that it is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly licensed, equipped, organized and financed to perform such work. Contractor shall act as an independent Contractor and not as the agent of Owner in performing the Contract. The Contractor shall maintain complete control over its employees and all of its Subcontractors. Nothing contained in this Contract or any subcontract awarded by Contractor shall create any contractual relationship between any such Subcontractor and Owner. Contractor shall perform all work in accordance with its own methods subject to compliance with the Contract.

B. Any subcontract entered into by the Contractor and its Subcontractor or Material Supplier shall not create any contractual relationship between the Owner and Subcontractor or Material Supplier. It is the Contractor's responsibility to ensure all subcontract agreements and material supply contracts comply with the terms and conditions set forth in this Contract and applicable Statutes. If the Contractor submitted with its Bid a signed and notarized Affidavit Pertaining to Preference Eligibility (**Bid Attachment 3**), the Contractor must include in each contract between the Contractor and Subcontractor the apportionment of Bidder's Preference Liquidated Damages assessed (General Conditions Section 1,1.2(D).

The Contractor shall not substitute a subcontractor for any portion of the Work which was previously indicated would be performed by the Contractor unless such substitution meets the requirements of NRS Chapter 338.

3.8 REPORTING OF ALLEGED VIOLATIONS OF THE LAW

The Contractor should have a written policy that protects employees from retaliation for reporting alleged violations of the law.

3.9 LABOR STRIFE

The Contractor shall not cause or condone labor strife that may jeopardize the timely and efficient completion of public construction projects.

3.10 ELIGIBILITY FOR PREFERENCE IN BIDDING

The OWNER shall award the Contract to the Bidder who submits the best Bid as defined by NRS 338.147 and, in doing so will consider the Bidder's eligibility for a bidding preference as defined by NRS 338.147. 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 **Bid Attachment 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. A person who submitted a bid on the public work or an entity who believes that the contractor who was awarded the contract for the public work is not entitled to receive preference in bidding on public works under Nevada Law may: 1) challenge the validity of the certificate of eligibility by filing a written objection with the Owner in compliance with NRS 338.147 (13) within three (3) business days after the Bid opening; or 2) file a written objection with the Owner setting forth proof or substantiating evidence to support the belief that the Contractor has failed to comply with NRS 338.147. In evaluating an objection to the certificate of eligibility, the Owner shall comply with the requirements of NRS 338.147 (14).

3.11 BIDDERS RECEIVING PREFERENCE

A. 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.

B. 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" 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.

C. If the Owner receives a written objection from a person who submitted a Bid a Contractor who submitted an Affidavit within 2 hours after the completion of the opening of the bids has failed to comply with a requirement certified in the Affidavit, the Owner shall determine whether the objection is accompanied by the required proof or substantiating evidence. If the Owner determines that the objection is not accompanied by the required proof or substantiating evidence, the Owner shall dismiss the objection. If the Owner determines that the objection is accompanied by the required proof or substantiating evidence or if the Owner on its own initiative determines that the required proof or substantiating evidence exists, the Owner shall determine that the Contractor has failed to comply with a requirement certified in his or her Affidavit, the Owner may seek to recover by civil action liquidated damages for material breach of the Contract in the amount of one percent (1%) of the Contract Price.

D. If the Contractor submitted within 2 hours after the completion of the bid opening of the Bid, a signed and notarized Affidavit, the Contractor must:

1. Each Contract between the Contractor and a Subcontractor must provide for the apportionment of liquidated damages to be assessed if a person other than the Contractor is responsible for a breach of the Affidavit. The apportionment of liquidated damages must be in proportion to the responsibility of each party for the breach.

2. Submit copies of the vehicle registration for all vehicles used primarily for the public work. For vehicles that are not registered in the State of Nevada, submit documentation confirming that the vehicle is registered and partially apportioned to Nevada pursuant to the International Registration Plan, as adopted by the DMV pursuant to NRS 706.826. The documentation required by this subparagraph shall be provided no later than 30 calendar days following the first use of a vehicle on the Site and shall be supplemented as necessary during the course of the work to comply with the requirements certified by the Affidavit. Attached is a sample form that may be used to submit the documentation.

3. Submit a monthly report of all Suppliers of materials used for the Project with company name and address. Report shall be submitted no later than 15 calendar days following the end of each month during the course of the Work. A report showing the information in cumulative summary form shall be provided as a condition of Final Completion.

SECTION 4: SITE SAFETY AND SECURITY

4.1 RESPONSIBILITY FOR WORK SECURITY

A. Contractor shall at all times conduct all operations under the Contract in a manner to avoid the risk of loss, theft, or damage by vandalism, sabotage or damage of other means to any property. Contractor shall promptly take all reasonable precautions which are necessary and adequate against any conditions which involve a risk of loss, theft or damage to its property, the Owner's property, and the work site. Contractor shall continuously inspect all its work, materials, equipment, and facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination, and correction of any such conditions.

B. Contractor shall comply with all applicable laws and regulations. Contractor shall cooperate with Owner on all security matters and shall promptly comply with any project security requirements established by Owner. Such compliance with these security requirements shall not relieve Contractor of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner Contractor's obligation to undertake reasonable action as required to establish and maintain secure conditions at the site.

C. Contractor shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to Owner in a timely manner.

4.2 CONTRACTOR SITE RESPONSIBILITIES

A. Unless otherwise specifically provided in the Contract, Contractor shall not do any work that would disrupt or otherwise interfere with the operation of any pipeline, telephone, electric transmission line, ditch or other structure, nor enter upon lands in their natural state until approved by Owner. Before Contractor begins such work, it shall give due notice to Owner of its intention to start such work. Contractor shall not be entitled to any extension of time, or any extra compensation on account of any postponement, interference or delay caused by any such line, ditch or structure on or adjacent to the site of work.

B. Contractor shall preserve and protect all cultivated and planted areas, and vegetation such as trees, plants, shrubs and grass on or adjacent to the premises, which, as determined by Owner, do not unreasonably interfere with the performance of its work through operation of equipment or stockpiling of materials. All costs in connection with any repairs or restoration necessary or required by reason of any such damage shall be borne by Contractor.

C. Owner reserves the right to permit access to the site by other contractors if necessary. Contractor shall cooperate and coordinate with Owner as needed.

4.3 CONSTRUCTION SAFETY

Neither the Owner nor its employees, agents, Architect/Engineer or construction management firm shall be responsible for safety on the project site, including but not limited to, providing or assuring a safe place for the performance of construction, methods of construction employed by any Contractor, subcontractor, supplier or other entity, or their partners, officers, agents, employees or volunteers or access, visits, use work, travel or occupancy by any person.

A. General

1. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall comply with all applicable laws, ordinances,

rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

2. In an emergency affecting the safety of life or of the Work or of adjoining property, the Contractor shall follow the instructions of the Owner or Consulting Architect or Engineer and, in the absence of such instruction, shall act at its discretion to prevent such threatened loss or injury.

B. Protection of Persons

1. The Contractor shall take all reasonable precautions for the safety of all employees on the Work and all other persons who may be affected thereby. The Contractor shall designate a responsible member of its organization at the Project site whose duty shall be prevention of accidents.

2. Except as otherwise stated in the Contract Documents, if the Contractor encounters on the Project site material reasonably believed to be asbestos, lead, or polychlorinated biphenyl (PCB), that Contractor shall immediately stop work in the area affected and give notice to Owner and any other appropriate entity of the condition. Work in the affected area shall not be resumed without written direction by the Owner.

4.4 CLEANING UP

A. Contractor shall, at all times, keep the work area in a neat, clean, and safe condition. Upon completion of any portion of the work, Contractor shall promptly remove all of its equipment, construction plant, temporary structures and surplus materials not to be used at or near the same location during later stages of work. Upon completion of the work and before final payment is made, Contractor shall, at its expense, satisfactorily dispose of all plant, buildings, rubbish, unused materials, and other equipment and materials belonging to it or used in the performance of the work, and Contractor shall leave the premises and work site in a neat, clean, and safe condition. In the event of Contractor's failure to comply with the above requirements may be accomplished by Owner at the Contractor's expense.

B. In the case of Public Works Off-Site Construction Reference to use of completed portions of the work, shall conform to Section 107 of the Uniform Standard Specifications for Public Works Construction, Off-Site Improvements, Clark County Area, Nevada, Third Edition, and revisions thereto.

4.5 FIRE PREVENTION

A. Contractor shall comply with all Federal, State, and local laws and regulations pertaining to burning, fire prevention, and control within or adjacent to the project. Necessary precautions to avoid and eliminate fire hazards shall be the responsibility of the Contractor.

B. All tarpaulins used for any purpose during construction of any work shall be made of material resistant to fire, water, and weather and shall bear UL labels. Lighting of any fires on premises is strictly forbidden.

C. Contractor shall provide portable fire extinguishers compatible with the hazard of each work area and shall instruct its personnel in their location and use. Wherever welding and burning are conducted, inflammable materials shall be protected and a fire watch shall be provided by Contractor to be present during the burning and welding operation to ensure that protective measures are taken and no fires result from such operation. The fire watch shall have fire extinguisher equipment readily available and must be knowledgeable regarding proper use.

SECTION 5: PROJECT COSTS AND WAGES

5.1 CHANGE ORDERS

The Contractor shall comply with all provisions and conditions which are required by the Contract for change order(s) which increase the Contract amount. Contractor represents that change order(s) will include all related costs prior to presentation to the Owner for consideration. Retroactive change order(s) will be rejected. Work which is specifically required by the Owner or its representative, and which is in addition to work required by the Contract, will be charged against a formal change order executed by both parties. Then the work defined shall commence as directed by the Owner's representative. Change order(s) may not exceed 10 percent of the original Contract amount without prior approval by the Governing Body, with the following conditions:

A. The Contractor shall submit proposals and/or billings for materials and/or labor for all additional work requested on the following basis, and in all cases the Contractor shall conform to the following requirements, and costs shall be limited to those set forth below:

1. Products and Materials

a. The costs of products and materials to the Contractor or Subcontractor, less any applicable trade discounts.

b. Where the Prime Contractor supplies products and materials to the Owner directly, the Prime Contractor will be allowed to add a maximum of 10 percent overhead and profit in its billing to the Owner.

c. Where the Subcontractor supplies products or materials to the Owner, through the Prime Contractor, the Prime Contractor will be allowed to add a maximum of 10 percent overhead and profit for the Subcontractor, and above that, five percent (5%) overhead and profit for itself in its billing to the Owner.

d. The Owner reserves the right to request copies of any invoice(s), including those from the originating supplier(s), Subcontractor(s), or manufacturer(s).

e. No overhead and profit will be allowed on any applicable taxes.

2. Labor

a. Where the Prime Contractor supplies labor to the Owner directly, the Prime Contractor will be allowed to add a maximum of 15 percent overhead and profit in its billing to the Owner.

Labor costs shall be in compliance with the prevailing wage rates as specified above in Section 3, Labor, Item A.1.

b. Where the Subcontractor supplies labor to the Owner, through the Prime Contractor, the Prime Contractor will be allowed to add a maximum of 15 percent overhead and profit for the subcontractor; and above that, a maximum of 10 percent overhead and profit for itself in its billing to the Owner.

Labor costs shall be in compliance with the prevailing wage rates as specified above in Section 3, Labor, Item A.1.

c. The Owner reserves the right to request copies of any invoice(s) or time sheet(s) relevant to labor charged.

d. Should a contract originally awarded for less than $250,000 be increased over that amount through the issuance of change order(s), the Contractor shall then comply with all provisions and requirements of the Prevailing Wage Rates and represents that change order(s) will include labor and all related costs prior to presentation to the Owner for consideration. Retroactive change order(s) will be rejected.

5.2 RELEASE OF RETENTION

Not more than 95 percent of the amount of any progress payment may be paid until 50 percent of the work required by the CONTRACTOR has been performed. The amount of retention with respect to progress payments shall be five percent (5%) until the work is 50 percent complete. After the work is 50 percent complete, no further amount shall be retained from future progress payments, provided CONTRACTOR is making satisfactory progress. In the event of unsatisfactory progress, OWNER shall retain five percent (5%) from any progress payments. OWNER, or OWNER representative shall determine when the work is 50 percent complete.

The specified retention amount will be released following the Owner's issuance/approval of the Notice of Completion, provided that the following conditions are met:

1. All punch list items have been completed.

2. A Certificate of Occupancy has been received (if applicable).

3. Final record drawings and specifications have been submitted (if applicable).

4. No known premium delinquency exists with the Contractor's workers' compensation insurer.

5. All required documentation has been submitted to the Owner and no request has been made to the Owner by the Labor Commissioner, to hold retention.

The Owner may at its discretion, withhold only the estimated portion of the retention monies needed to finish any of the five uncompleted conditions as specified above, and only with written notice to the Contractor. The difference of the retention may then be paid.

SECTION 6: PROJECT COMPLETION

6.1 USE OF COMPLETED PORTIONS OF WORK

A. Whenever, as determined by Owner, any portion of work performed by Contractor is in a condition suitable for use, Owner may initiate a certificate of substantial completion for that portion and take possession of, or use such portion.

B. Such use by Owner shall in no case be construed as constituting final acceptance, and shall neither relieve Contractor of any of its responsibilities under the Contract, nor act as a waiver by Owner of any of the conditions thereof, provided that Contractor shall not be liable for the cost of repairs, rework or renewals which may be required due to ordinary wear and tear resulting from such use. However, if such use increases the cost, or delays the completion of remaining portions of work, Contractor shall be entitled to an equitable adjustment mutually agreed upon prior to Owner taking possession.

C. If, as a result of Contractor's failure to comply with the provisions of the Contract, such use proves to be unsatisfactory to Owner, Owner shall have the right to continue such use until such portion of work can, without injury to Owner, be taken out of service for correction of defects, errors, omissions, or replacement of unsatisfactory materials or equipment, as necessary for such work to comply with contract; provided that the period of such operation or use pending completion of appropriate remedial action shall not exceed 12 months, unless otherwise mutually agreed upon in writing between the parties.

D. Contractor shall not use any permanently installed equipment unless such use is approved by Owner in writing. Where Contractor's written request is granted for the use of certain equipment, Contractor shall properly use and maintain, and upon completion of its use, and at its expense, recondition such equipment to the satisfaction of Owner.

E. If Owner furnished an operator for such equipment, such operator's services shall be performed under the complete direction and control of Contractor and shall be considered Contractor's employee for all purposes other than the payment of such operator's wages, workers' compensation or other benefits paid directly or indirectly by Owner.

F. Use of completed portions of off-site improvements shall be done in accordance with Section 107 of the Uniform Standard Specifications for Public Works Construction, Off-Site Improvements, Clark County Area, Nevada, Third Edition, and revisions thereto.

6.2 RECORD DRAWINGS AND SPECIFICATIONS

A. Progress Records: During construction, Contractor shall keep a marked-up, up-to-date set of drawings showing as-built conditions on the site as an accurate record of all deviations between work as shown and work as installed.

B. Final Records: When specified or required upon completion of work, Contractor shall furnish to Owner a complete set of marked-up as-builts with “RECORD” clearly printed on each sheet. Owner, at its expense, will furnish Contractor with drawings for mark-up by Contractor. Contractor shall accurately and neatly transfer all deviations from progress as-builts, to final as-builts.

6.3 TESTING, INSPECTIONS, AND FINAL ACCEPTANCE

A. When Contractor considers that all work under the Contract is complete, Contractor shall inform Owner in writing. When the results of inspection and testing satisfy Owner that all work under the Contract is completed and in accordance with the requirements of this Contract, Owner shall initiate the Notice of Completion process.

B. The date of final acceptance of the project shall be the date upon which the Owner accepts and issues a Notice of Completion for the project.

C. All warranties, guarantees and other applicable requirements designated in the Contract documents shall commence on the date of final acceptance of the project by the Owner as defined herein except that Owner, upon written request, may approve earlier commencement dates for system, equipment, or other specific items of work.

6.4 CONTRACT TERMINATION

A. Termination by the Owner for Cause

1. The Owner may terminate the Contract for Construction if the Contractor:

   a) Fails to maintain Bonding, Nevada State Contractor's Board License, Worker's Compensation Insurance, insurance coverage for limits as defined in the contract documents; or

   b) Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials; or

   c) Persistently disregards laws, ordinances, or rules, regulations or order of a public authority having jurisdiction; or

   d) Has otherwise materially breached the Contract.

2. When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's Surety, if any, **7 business days** advance written notice, terminate the contract with Contractor and may, subject to any prior rights of the Surety:

   a) Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

   b) Accept assignment of Subcontractors pursuant to this Contract (contingent assignment of subcontracts to Owner if Contract is terminated); and,

   c) Finish the work by whatever reasonable method the Owner may deem expedient.

3. When the Owner terminates the Contract for one of the reasons stated in this section "Termination by the Owner for Cause," the Contractor shall be entitled to receive payment only on work completed and accepted by Owner as of that termination date.

4. If the costs of finishing the work, including expenses made necessary thereby, exceed the Contract amount, the Contractor shall pay the difference to the Owner. The amount to be paid to the Owner shall survive Termination of the Contract.

B. Suspension by the Owner for Convenience

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.

2. An adjustment shall be made for increase in the cost of performance of the requirements of the Contract documents, including profit on the increased cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent:

   a) That performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

   b) That an equitable adjustment is made or denied under another provision of the Contract.

3. Adjustments made in the cost of performance must have a mutually agreed fixed price.

C. Termination for Convenience by Owner

Prior to, or during the performance of the work, the Owner reserves the right to terminate the contract for its convenience. Upon such an occurrence, the following procedures will be adhered to:

1. The Owner will immediately notify the Architect/Engineer and the Contractor in writing specifying the effective termination date of the Contract.

2. After receipt of the Notice of Termination, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due at the point in the Contract.

   a) Stop all work.

   b) Place no further subcontracts or orders for materials or services.

   c) Terminate all subcontracts.

d) Cancel all material and equipment orders as applicable.

e) Take action that is necessary to protect and preserve all property related to this Contract which is in the possession of the Contractor.

3. Within 180 days of the date of the Notice of Termination, the Contractor shall submit a final termination settlement proposal to the Owner based upon costs incurred up to the date of termination, reasonable profit on work done only, and reasonable demobilization costs. If the Contractor fails to submit the proposal within the time allowed, the Owner may determine the amount due to the Contractor because of the termination and shall pay the determined amount to the Contractor.

SECTION 7: PROJECT CONFLICTS

7.1 DISPUTES

All claims, disputes or other controversy that may arise between the Owner and Contractor relating to any provisions of this Contract, or its performance, which have not been waived by the making and acceptance of final payment or any progress payment, must be attempted to be resolved by the parties by informal negotiations prior to the initiation of mediation. In the event such claim, dispute or controversy can not be resolved by informal negotiations within forty-five (45) calendar days after either party made a written request for such informal negotiations, the parties shall, pursuant to NRS 338.150, attempt to resolve the claim, dispute or controversy by non-binding mediation prior to initiating judicial action.

In the event the Contractor files a claim in District Court, pursuant to one or more provisions of NRS 338.640, and the Owner prevails in the Court's decision, then the Contractor shall pay the Owner's attorneys' fees. Further, Contractor acknowledges that NRS 338.640 is contained within Nevada's Prompt Pay Act and, thus, fee-shifting provisions apply only to actions involving ordinary progress payments, and not claims for additional compensation or additional days beyond this contract.

The Owner and Contractor, in any legal proceeding, including this mediation, an arbitration or Court action, shall bear their own fees and costs. This specifically extends to any pass-through claims asserted by or on behalf of subcontractor. UMC shall not be liable for fees or costs as an element of consequential damages.

7.2 NOTICE OF NON-BINDING MEDIATION

After the expiration of the forty-five days for informal negotiations, as set forth in Item 7.1 above; either the Owner or the Contractor may initiate mediation by providing written notice to the other party against whom a claim, dispute or controversy is being made by submitting the following:

A. A written demand by the party initiating the mediation that the claim, dispute, or other controversy be referred to a mediator;

B. The names, addresses and telephone numbers of the parties;

C. A reference to any contract provisions from which the claim, dispute or controversy arises;

D. A complete description and a specific statement of the claim(s), dispute(s) or controversy(ies) and a showing of entitlement to relief;

E. The relief or remedy sought and the amount of money claimed;

F. If the Contractor is the initiating party, a copy of the Contractor's documents generated in preparation or determination of prices included in the bid as required by NRS 338.140(1)(d);

G. If the Contractor is the initiating party and if the claim, dispute or controversy is made by a subcontractor, a written statement by the Contractor that it agrees with the merits and the amount of the claim;

H. If the Contractor submits a total cost or modified cost claim, dispute or controversy then the Contractor must submit documents showing: 1) that the nature of the particular losses make it impossible or highly impractical to determine the losses with a reasonable degree of accuracy; 2) that the bid was realistic; 3) that the actual costs are reasonable; 4) that the Contractor was not responsible for the added expenses; and 5) that UMC, and not anyone else, is responsible for the additional cost; and

I. If the Contractor is the initiating party, it must submit the written demand of mediation to Owner in the time period set forth in the claims presentment statute of NRS 244.250.

J. If the Contractor is the initiating party of the claim, dispute or controversy, the Contractor shall certify in writing that the claim is made in good faith, that the supporting data is accurate and complete to the best of the Contractor's knowledge and belief, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the Owner is liable.

7.3 SELECTION OF MEDIATOR

The mediator shall be chosen by mutual agreement of the parties.

7.4 COST OF THE MEDIATION

The fees and expenses of the independent private mediator shall be shared equally by the Owner and Contractor. Owner and Contractor shall each pay their own costs and expenses, including, but not limited to, expert and attorney fees incurred in the mediation of any claim, dispute or controversy, including, but not limited to, their own costs of preparation of and presentation of all claims prior to and through the mediation period. Neither the Owner nor Contractor shall be entitled to an award of interest.

7.5 LOCATION OF THE MEDIATION

The mediation shall take place at a location designated by the Owner at an Owner-owned facility.

7.6 MEDIATOR AGREEMENT

The parties shall enter into an agreement with the mediator that will include, among other provisions, the mediator's fees and costs, the mediator's responsibilities, and the mediator's model standards of conduct. The parties agree to propose that the mediator enter into an agreement in substantial form as that attached hereto as **General Conditions, Exhibit A**, prior to serving in any capacity as a mediator.

7.7 MEDIATION PROCEEDING

A. The parties and the mediator shall agree on the date of the mediation and time of the mediation. Unless the parties and the mediators mutually agree otherwise, the mediation shall take place within ninety (90) days after execution of the mediator agreement.

B. Either party may be represented by an attorney. Representation is not required. Parties are expected to have present at the mediation an officer, partner, employee or other person authorized to make decisions regarding the resolution of the dispute, claim or controversy. Contractor acknowledges that Owner is a public body and any settlement agreed to by its authorized representatives is subject to approval by the Board of County Commissioners and/or UMC Governing Board.

C. The mediation shall consist of one or more sessions totaling no more than sixteen (16) hours, unless otherwise mutually agreed to by the parties and the mediator. Unless the parties otherwise mutually agree, it shall be an irrebuttable presumption that efforts beyond sixteen (16) hours would be futile.

D. Prior to the mediation session, on a date mutually agreed upon by the mediator and the parties, as set forth in section 7.7(a), above, each party shall provide the mediator with a written memoranda addressing the facts, issues, legal arguments and damages related to the claim, dispute or controversy. In addition to the written statement, the parties shall produce all relevant information reasonably required by the mediator to understand the issues and positions presented. Each party will provide the written statement and supporting documents to the mediator only. The parties will not exchange the written statement and supporting documents. The written statement shall be double spaced, no smaller than 12 characters per inch and not to exceed 30 (thirty) pages, unless mutually agreed to otherwise by the mediator and the parties. The party initiating the mediation shall provide the mediator with the information set forth in Item 7.2 of this section.

E. The mediation shall be confidential and, as a condition of the nonbinding mediation, the parties shall enter into a confidentiality agreement, attached hereto as **General Conditions, Exhibit B**, prior to the commencement of the mediation proceeding.

F. The mediation session will be private. Persons other than the parties and their representatives may attend only with the permission of both parties and the consent of the mediator. Unless mutually agreed to by the parties, the Owner and Contractor, along with its authorized representatives, shall be the only participants in the mediation. There shall be no stenographic record of the mediation process.

G. The parties agree to assert all claims, disputes and controversies known to the parties in their respective written statements submitted to the mediator.

H. The parties agree that opinions, recommendations, proposals, suggestions made or written, or views expressed, by the mediator will not be introduced, used or relied upon in any arbitral, judicial or other proceedings.

7.8 TERMINATION OF MEDIATION

The mediation shall be terminated:

A. by the execution and approval of a settlement agreement by the parties;

B. by declaration of the mediator that further efforts at the mediation are no longer worthwhile;

C. after the completion of the mediation session if the parties do not settle, by a written declaration of a party or parties to the effect that the mediation proceedings are terminated;

D. a party gives written notice of withdrawal; or

E. when there has been no communication between the mediator and a party or a party's representative for 14 days, at no fault of the mediator, following the conclusion of the mediation session.

7.9 WORK IN PROGRESS

At all times while the informal negotiations or mediation action is pending, the Contractor shall carry on with the work set forth in this Contract and maintain its progress schedule in accordance with the requirements of the Contract, unless UMC exercises its right to terminate, pursuant to Section 6 of this Contract, or otherwise mutually agreed upon in writing by the parties.

GENERAL CONDITIONS
EXHIBIT A

MEDIATOR AGREEMENT

This Agreement ("Agreement") is made and entered into this _____ day of _____, by and between the University Medical Center of Southern Nevada, _____ ("Contractor") and _____ ("Mediator"). University Medical Center of Southern Nevada and _____ are collectively referred to as "Parties".

WHEREAS, _____was awarded the Bid No. _____ for the _____ Project, and the County and _____ entered into a contract entitled _____ ("Contract");

WHEREAS, a claim, dispute or controversy relating to the Contract has arisen between the Parties;

WHEREAS, the Parties have haven been unsuccessful in resolving the claim, dispute or controversy by informal negotiations as required in section _____ of the Contract,

WHEREAS, _____ has submitted a demand to _____ for non-binding informal mediation of the claim, dispute or controversy, pursuant to section _____ of the Contract;

WHEREAS, the Contract requires the Parties to mutually agree upon a private independent mediator to mediate the claim, dispute or controversy;

WHEREAS, the Parties have mutually agreed to hire Mediator in this matter;

WHEREAS, Mediator is willing to accept this appointment;

NOW THEREFORE, the County, Contractor and Mediator agree as follows:

1. Scope of Services

The Parties hereby retain and appoint Mediator to mediate the above-referenced claim, dispute or controversy arising out of the Contract. Mediator agrees to conduct a mediation in accordance with section 7 of the General Conditions of the Contract and consistent with the most current version of "The Model Standards of Conduct for Mediators" as approved by the American Arbitration Association. Additionally, Mediator agrees to conduct the mediation consistent with sections addressing "Mediator's Impartiality and Duty to Disclose", "Duties and Responsibilities of the Mediator" and "Confidentiality" of the current version of the "Construction Industry Mediation Procedures" as approved by the American Arbitration Association.

2. Mediator's Fees and Expenses

Mediator will charge an hourly rate of $_____ for his services as a mediator. The Parties are equally responsible for the cost of the Mediator. The County is responsible for fifty-percent (50%) of the fees of Mediator and Contractor is responsible for fifty-percent (50%) of the cost of Mediator.

The County and Contractor agree to reimburse Mediator for reasonable expenses including, but not limited to, long distance telephone calls, photocopying and mailing fees.

3. Billing

Mediator will provide, on a monthly basis, invoices to the County and Contractor itemizing all services provided. Mediator agrees to bill the County for its fifty-percent (50%) share and Mediator agrees to bill the Contractor for its fifty-percent (50%) share. Mediator understands and agrees that the Parties are only responsible for their respective fifty-percent (50%) shares. If the Contractor does not pay Mediator its fifty-percent (50%) share of the fees, then the County is not responsible. Likewise, if the County does not pay Mediator its fifty-percent (50%) share of the fees, then the Contractor is not responsible.

The County and Contractor agree to make payment for Mediator's fees and expenses within sixty (60) days after receipt of such billings.

4. Term

The term of this Agreement shall commence on the date of this Agreement and shall continue until Mediator concludes the above-referenced matters on which he is serving as the Parties' Mediator.

5. Amendment and Modification

No provision of this Agreement will be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in writing and signed by the authorized agents of both parties.

6. Applicable Law

This Agreement shall be governed by and interpreted according to the laws of the State of Nevada.

7. Exclusive Benefit of the Parties

Except as specifically provided in this section, this Agreement is not intended to create any rights, powers or interests in any third party and this Agreement is entered into for the exclusive benefit of the County, Contractor and Mediator.

8. Notices

Any notice required or permitted to be given under this Agreement shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery or United States Mail at the following addresses:

To County: _____
_____
_____
_____

To Contractor: _____
_____
_____
_____

To Mediator: _____
_____
_____
_____

Either party may, at any time and from time to time, change its address by written notice to the other party.

9. Entire Agreement

This Agreement constitutes the entire agreement between the parties and may only be modified, supplemented or amended by a written agreement signed by both parties.

(SIGNATURE ON NEXT PAGE)

IN WITNESS WHEREOF, the parties have caused this contract to be signed and intend to be legally bound thereby.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA,
a publically owned and operated hospital

By:_____
Board of County Commissioners

ATTEST:

_____
DIANA ALBA, County Clerk

By:_____ ____

Name: _____ ____

Its: _____ ____
CONTRACTOR

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this _____ day of _____, 20__, before me the undersigned, a Notary Public, in and for said County and State, personally appeared _____, who acknowledged to me that _____ executed the above instrument for the purposes herein stated.

WITNESS my hand and official seal.

_____ ____
NOTARY PUBLIC
In and for said County and State

By:_____ ____

Name: _____ ____

Its: _____ ____
MEDIATOR

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this _____ day of _____, 20__, before me the undersigned, a Notary Public, in and for said County and State, personally appeared _____, who acknowledged to me that _____ executed the above instrument for the purposes herein stated.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC
In and for said County and State

Approved as to form:

_____
Laura C. Rehfeldt
Deputy District Attorney

GENERAL CONDITIONS
EXHIBIT B

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (hereinafter referred to as ("Confidentiality Agreement") is made and entered into this ____ day of _____, 20__ by and between the University Medical Center of Southern Nevada, a publically owned and operated hospital, and _____ ("_____"). University Medical Center of Southern Nevada and _____ are collectively referred to as "Parties".

RECITALS

WHEREAS, _____ was awarded Bid No. 2016-04 for the UMC 2040 Building (Floors 3 and 4) Tenant Improvements Project, and the University Medical Center of Southern Nevada and _____entered into a contract entitled ASK project description ("Contract");

WHEREAS, a claim, dispute or controversy relating to the Contract has arisen between the Parties;

WHEREAS, the Parties have haven been unsuccessful in resolving the claim, dispute or controversy by informal negotiations as required in section _____ of the Contract,

WHEREAS, _____ has submitted a demand to _____ for non-binding informal mediation of the claim, dispute or controversy, pursuant to section _____ of the Contract;

WHEREAS, pursuant to section _____ of the Contract, the Parties are required to enter into this Confidentiality Agreement as a condition of the informal nonbinding mediation prior to the commencement of the mediation;

NOW THEREFORE, in consideration of the premises and covenants herein contained, it is mutually agreed by and between the parties hereto as follows:

AGREEMENT

IT IS HEREBY AGREED by and between the Parties, their directors, officers, representatives and employees to maintain the confidentiality of the mediation and not disclose any statements, documents or information of merit or substance relating to the mediation. The Parties agree not to rely upon or introduce as evidence in any arbitral, judicial or other proceedings the following:

a) views expressed or suggestions or offers made by another party or the mediator in the course of the mediation proceedings, with respect to a possible settlement of a dispute, and with respect to negotiations that preceded the mediation;

b) admissions made by another party in the course of the mediation proceedings and negotiations that preceded the mediation relating to the merits of the dispute;

c) written and oral statements made or documents exchanged;

d) proposals made or views expressed by the mediator; or

e) the fact that another party had or had not indicated willingness to a proposal for settlement made by another party or the mediator.

The confidentiality of this provision is waived in the event the disclosure constitutes probative evidence in a pending action alleging negligence or willful misconduct of the mediator.

IT IS FURTHER AGREED by and between the Parties, their directors, officers, representatives and employees that no cause of action may be asserted based upon the manner in which the mediation is conducted or what transpires during the mediation proceeding.

(SIGNATURE ON NEXT PAGE)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA,
a publically owned and operated hospital

By: _____
Mason VanHouweling
Chief Executive Officer

By: _____

Name: _____

Its: _____

ATTEST:

_____
DIANA ALBA, County Clerk

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this _____ day of _____, 20__, before me the undersigned, a Notary Public, in and for said County and State, personally appeared _____, who acknowledged to me that ____he ____ executed the above instrument for the purposes herein stated.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

Approved as to form:

_____
Deputy District Attorney
Laura C. Rehfeldt

SPECIAL CONDITIONS

BID NO. 2016-04
UMC 2040 BUILDING (FLOORS 3 AND 4)
TENANT IMPROVEMENTS PROJECT

1. PRE-CONSTRUCTION CONFERENCE

   A. A mandatory Pre-Construction Conference shall be held after the award of the contract and the successful bidder has submitted all post award submittals. The Owner's representative shall schedule this meeting.

   B. The Successful Bidder and all subcontractors are required to attend the Pre-Construction Conference to discuss this project, requirements, and all associated required documents. The Notice to Proceed will not be issued until all parties involved in the project have completed and returned the required forms. The Successful Bidder is responsible for attendance of all subcontractors at the Pre-Construction Conference and their submission of the required forms.

   C. The Contractor shall provide all work plans, safety plans and submittals requested within **fifteen (15) calendar days** from the date of the Pre-Construction Conference. If the Contractor does not provide submittals on or before the15th calendar day, it will pay over to the Owner the amount of **$500.00** per day as liquidated damages.

2. SPECIAL WORK CONSTRAINTS

   A. The Successful Bidder shall be able to provide the Owner evidence of at least five (5) years of successful experience in project work of similar size and complexity required in this Contract.

   B. Upon contract award, owner and contractor shall collaborate to finalize a mutually agreed upon schedule for execution of the project, based upon the Tentative Project Schedule detailed in the **Instructions to Bidders, Attachment 1.**

   C. All work to be performed under the Contract will only be allowed under OWNER approved work and safety plans.

   D. The Successful Bidder is required to attend weekly progress meetings as well as any required Safety meetings, at time(s) to be mutually determined at the Pre-Construction Conference.

   E. Owner will coordinate Interim Life Safety Measures (ILSM) with the Successful Bidder. All work being performed in the scope will take place in an active commercial office setting, with 5:00am to 5:00pm 5-days per week (Monday thru Friday) public access.

   F. The Successful Bidder is to follow all Infection Control measures in the work areas; negative pressure, dust control, and constant housekeeping to prevent the spread of dust.

   G. The Successful Bidder is to coordinate with the Owner's prime contractor for life, fire and safety systems, Honeywell, Inc., for all removal and reinstallation of life, fire and safety devices. The Successful Bidder will not be responsible to perform this scope of work.

   H. Off-Site parking will be provided for the Successful Bidder and Subcontractor(s), which is located at 625 Shadow Lane, 89102 (Clark County Health District Facility). The Successful Bidder and Subcontractor(s) will not be allowed to park any vehicles on site, other than for temporary loading and unloading.

   I. Site Access will be restricted to badged Successful Bidder and Subcontractor employees ONLY. UMC will provide badges based upon a continually updated list to be provided to UMC by the Successful Bidder.

   J. Infection Control Requirements - at the contractor's sole cost and expense, all contractor and subcontractor personnel working on-site on this project are required to adhere to UMC Infection Control requirements as outlined below:

      a. Evidence of annual TB testing (2 years), a current 2 step TB test, or a current IGRA blood test. Individuals with a positive TB test must have proof of a past positive test, a negative sign and symptom review and a negative chest x-ray within the last year if applicable.
      b. Or, in-lieu of the above TB testing, contractor and subcontractor personnel may elect to complete weekly health screening forms and abide by any/all recommendations/requirements set forth by UMC's Infection Control Department.

c. Current seasons' Influenza vaccine is encouraged for all contractor/subcontractor personnel. However UMC's Infection Control Department reserves the right to require this vaccine at any time. All personnel will follow UMC's EH6.5 Influenza Policy (Influenza season is generally November through March).

BID FORM

BID NO. 2016-04
UMC 2040 BUILDING (FLOORS 3 AND 4)
TENANT IMPROVEMENTS PROJECT

PWP NUMBER: CL-2016-185

_____
(NAME)

_____
(ADDRESS)

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. 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.

3. 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, a Cashiers Check, Certified Check, Money Order, or Bid Bond in favor of the Owner in the amount of five percent (5%) of the Total Base Bid amount.

   c) If claiming the preference eligibility, I have submitted a valid Certificate of Eligibility with this Bid.

4. I 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.c above, I must submit an Affidavit Pertaining to Preference Eligibility (**Bid Attachment 3**), 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 COUNTYPURCHASING@CLARKCOUNTYNV.GOV 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 after the two-hour time limit is not allowed and will be returned to me and the bid will be deemed non-responsive.

4. I acknowledge that if notified that I am the low bidder, I must submit the Disclosure of Ownership/Principals form within 24-hours of request.

5. I acknowledge that if I am one of the three apparent low bidder(s) for the base bid at the bid opening, I must submit the, Schedule(s) of Values (**Bid Attachment 2**), by 12:00 Noon of the next business day.

6. I acknowledge that my bid is based on the current State of Nevada prevailing wages.

7. I 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.

8. Upon e-mailed or mailed receipt of a Notice of Intent to Award the Contract, I will provide the following submittals within seven business days from receipt of the Notice:

   a) Performance Bond, Labor and Material Payment Bond and a Guaranty Bond (**Bonds and Insurance Requirements and Forms, EXHIBIT A**), for 100% of the Contract amount as required.

   b) Certificates of insurance for Commercial General Liability in the amount of $1,000,000, Automobile Liability in the amount of $1,000,000, and Workers' Compensation insurance issued by an insurer qualified to underwrite Workers' Compensation insurance in the State of Nevada, as required by law.

9. I acknowledge that if I do not provide the above submittals on or before the seventh business day after receipt of the Notice of Intent to Award; or do not keep the bonds or insurance policies in effect, or allow them to lapse during the performance of the Contract; I will pay over to the Owner the amount of **$500.00** per day as liquidated damages.

10. I confirm this bid is genuine and is not a sham or collusive, or made in the interest of, or on behalf of any person not herein named, nor that the Bidder in any manner sought to secure for themselves an advantage over any bidders.

11. I further propose and agree that if my bid is accepted, I will commence to perform the work called for by the contract documents on the date specified in the Notice to Proceed and I will complete all work within the calendar days **specified in the General Conditions.**

12. I further propose and agree that I will accept as full compensation for the work to be performed the price written in the Bid Schedule below.

13. I have carefully checked the figures below and the Owner will not be responsible for any error or omissions in the preparation or submission of this Bid.

14. I agree no verbal agreement or conversation with an officer, agent or employee of the owner, either before or after the execution of the contract, shall affect or modify any of the terms or obligations of this Bid.

15. I am responsible to ascertain the number of addenda issued, and I hereby acknowledge receipt of the following addenda:

Addendum No. _____ dated, _____ Addendum No. _____ dated, _____
Addendum No. _____ dated, _____ Addendum No. _____ dated, _____
Addendum No. _____ dated, _____ Addendum No. _____ dated, _____
Addendum No. _____ dated, _____ Addendum No. _____ dated, _____
Addendum No. _____ dated, _____ Addendum No. _____ dated, _____

16. I agree to perform all work described in the drawings, specifications, and other documents for the amounts quoted below:

BID SCHEDULE		
ITEM NUMBER	**ITEM DESCRIPTION**	**TOTAL**
100.01	TENANT IMPROVEMENTS – FLOOR 4	$
100.02	ASBESTOS ABATEMENT – FLOOR 3	$
100.03	ASBESTOS ABATEMENT MONITORING – FLOOR 3	$
100.04	DEMOLITION OF FLOOR 3 TO GRAY SHELL	$
100.05	TENANT IMPROVEMENTS – FLOOR 3	$
100.06	CONSTRUCTION CONFLICTS AND ADDITIONAL WORK	$ 256,000
100.07	PERMITS AND FEES BID ALLOWANCE	$ 20,000
100.08		$
	TOTAL BASE BID	$

SUBCONTRACTORS EXCEEDING 5% OF BASE BID AMOUNT

PRIME CONTRACTOR MUST INCLUDE ITS NAME ON THIS LIST IF HE OR SHE INTENDS TO PERFORM ANY OF THE LABOR OR PORTIONS OF THE PUBLIC WORK.
THE CONTRACTOR SHALL NOT SUBSTITUTE A SUBCONTRACTOR WHO IS NAMED IN THIS BID, PURSUANT TO NEVADA REVISED STATUTE 338.141. THE FOLLOWING SUBCONTRACTORS SHALL BE UTILIZED. A BIDDER, WHICH FAILS TO LIST A SUBCONTRACTOR (S), REPRESENTS THAT NO SUBCONTRACTOR(S) MEET THE STATUTORY REQUIREMENTS.

DESCRIPTION OF WORK	SUBCONTRACTORS' FIRM NAME(S)	*BEI	**ETHNICITY

Legal Name of Firm as it Would Appear in Contract

Signature of Bidder (Authorized Representative)

Today's Date

**Reference Instructions to Bidders for Definitions (Section 7.3(d)).*

17. BUSINESS ENTERPRISE INFORMATION*:

The Prime Contractor submitting this Bid is a ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE ☐ LBE as defined in the Instructions to Bidders.

18. 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 as defined in the Instructions to Bidders.

19. 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**.

20. _____

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 _____

CLARK COUNTY BUSNIESS LICENSE NO. _____

STATE OF NEVADA BUSINESS LICENSE NO. _____

_____ _____

AUTHORIZED REPRESENTATIVE E-MAIL ADDRESS

_____ _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE TODAY'S DATE

BID ATTACHMENT 1
BID BOND

IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NEVADA REVISED STATUTE 683A AND ISSUED BY AN APPOINTED PRODUCER OF INSURANCE PURSUANT TO NEVADA REVISED STATUTE 683A. INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.

KNOW ALL MEN BY THESE PRESENTS,

That we, the undersigned, _____ as Principal Contractor, and _____ as Surety, are hereby held and firmly bound unto UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA as OWNER in the penal sum of five (5) percent of the base bid amount for the payment of which, well and truly to be made, were hereby jointly and severally bind ourselves, successors and assigns.

Signed this _____ day of _____, 20____.

The condition of the above obligation is such that whereas the Principal has submitted to UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA a certain BID attached hereto and hereby made a part hereof to enter into a contract in writing, for **BID NO. 2016-04, UMC 2040 BUILDING (FLOORS 3 AND 4) TENANT IMPROVEMENTS PROJECT.**

NOW, THEREFORE,

a) If said BID shall be rejected; or

b) If said BID shall be accepted and the Principal Contractor shall deliver an insurance certificate and bonds pursuant to the forms attached hereto properly completed in accordance with said BID, and shall furnish a BOND for their faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the Agreement created by the acceptance of said BID;

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and the Surety has caused their seal to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Bond must be acceptable to Clark County.

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

_____

Surety: _____

_____
(Principal Contractor)

_____
(State of Nevada, License Number)

_____
(Authorized Representative and Title)

_____
(Appointed Agent Name)

By: _____
(Signature)

By: _____
(Signature)

Address: _____

_____

Telephone: _____

BID ATTACHMENT 2
SCHEDULE OF VALUES
TENANT IMPROVEMENTS FLOOR 4

THE THREE (3) APPARENT LOWEST BIDDERS FOR THE BASETOTAL BID AMOUNT SHALL SUBMIT THIS FORM INTO THE PURCHASING AND CONTRACTS DIVISION VIA HAND DELIVERY OR BY EMAIL TO veronica.kammler@umcsn.com BY 12:00 P.M., OF THE NEXT BUSINESS DAY.

THE BIDDER SHALL INDICATE THE BASETOTAL BID AMOUNT FOR THE ITEMS SPECIFIED BELOW. THIS LIST SHALL NOT BE CONSIDERED ENTIRELY INCLUSIVE. BIDDER(S) AGREES TO PROVIDE, UPON REQUEST, ADDITIONAL INFORMATION THAT MAY INCLUDE BUT NOT BE LIMITED TO DETAILED BREAKDOWN OF AMOUNTS, MANUFACTURER'S PRODUCTS, LITERATURE, EQUIPMENT MODEL NUMBERS, OR AS INFORMATION IS REQUIRED TO SUPPORT AND/OR SUBSTANTIATE THE WORK, IN ACCORDANCE WITH NRS 338.

BASE BID ONLY

DIVISION / ITEMS	DESCRIPTION	DOLLAR AMOUNTS
01	GENERAL REQUIREMENTS	$
02	EXISTING CONDITIONS	$
03	CONCRETE	$
04	MASONRY	$
05	METALS	$
06	WOOD AND PLASTICS	$
07	THERMAL AND MOISTURE PROTECTION	$
08	OPENINGS	$
09	FINISHES	$
10	SPECIALTIES	$
11	EQUIPMENT	$
12	FURNISHINGS	$
13	SPECIAL CONSTRUCTION	$
14	CONVEYING EQUIPMENT	$
21	FIRE SUPPRESSION	$
22	PLUMBING	$
23	HEATING, VENTILATING, AND AIR CONDITIONING	$
25	ELECTRICAL	
26	COMMUNICATIONS	$
27	ELECTRONIC SAFETY & SECURITY	$
	BID TOTAL	$

PLEASE PHOTOCOPY THIS FORM SHOULD ADDITIONAL SPACES BE REQUIRED

This Schedule of Values for the various portions of the work, aggregating the total contract Amount, shall be divided to facilitate payments to the Contractor in accordance with the Contract Documents.

Legal Name of Firm as it would appear on Contract	Nevada State Contractor's License Number
Address including City, State and Zip Code	Authorized Signature

BID ATTACHMENT 2
SCHEDULE OF VALUES
TENANT IMPROVEMENTS FLOOR 3

THE THREE (3) APPARENT LOWEST BIDDERS FOR THE BASETOTAL BID AMOUNT SHALL SUBMIT THIS FORM INTO THE PURCHASING AND CONTRACTS DIVISION VIA HAND DELIVERY OR BY EMAIL TO veronica.kammler@umcsn.com BY 12:00 P.M., OF THE NEXT BUSINESS DAY.

THE BIDDER SHALL INDICATE THE BASETOTAL BID AMOUNT FOR THE ITEMS SPECIFIED BELOW. THIS LIST SHALL NOT BE CONSIDERED ENTIRELY INCLUSIVE. BIDDER(S) AGREES TO PROVIDE, UPON REQUEST, ADDITIONAL INFORMATION THAT MAY INCLUDE BUT NOT BE LIMITED TO DETAILED BREAKDOWN OF AMOUNTS, MANUFACTURER'S PRODUCTS, LITERATURE, EQUIPMENT MODEL NUMBERS, OR AS INFORMATION IS REQUIRED TO SUPPORT AND/OR SUBSTANTIATE THE WORK, IN ACCORDANCE WITH NRS 338.

BASE BID ONLY

DIVISION / ITEMS	DESCRIPTION	DOLLAR AMOUNTS
01	GENERAL REQUIREMENTS	$
02	EXISTING CONDITIONS	$
03	CONCRETE	$
04	MASONRY	$
05	METALS	$
06	WOOD AND PLASTICS	$
07	THERMAL AND MOISTURE PROTECTION	$
08	OPENINGS	$
09	FINISHES	$
10	SPECIALTIES	$
11	EQUIPMENT	$
12	FURNISHINGS	$
13	SPECIAL CONSTRUCTION	$
14	CONVEYING EQUIPMENT	$
21	FIRE SUPPRESSION	$
22	PLUMBING	$
23	HEATING, VENTILATING, AND AIR CONDITIONING	$
25	ELECTRICAL	
26	COMMUNICATIONS	$
27	ELECTRONIC SAFETY & SECURITY	$
	BID TOTAL	$

PLEASE PHOTOCOPY THIS FORM SHOULD ADDITIONAL SPACES BE REQUIRED

This Schedule of Values for the various portions of the work, aggregating the total contract Amount, shall be divided to facilitate payments to the Contractor in accordance with the Contract Documents.

Legal Name of Firm as it would appear on Contract	Nevada State Contractor's License Number
Address including City, State and Zip Code	Authorized Signature

BID ATTACHMENT 3
AFFIDAVIT PERTAINING TO PREFERENCE ELIGIBILITY

THE LOW OR BEST BIDDER MUST SUBMIT THIS FORM VIA HAND DELIVERY OR EMAIL TO veronica.kammler@umcsn.com IF THEY HAVE MET THE REQUIREMENTS OF NEVADA REVISED STATUTE 338.141 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 338.147, and NRS 338.0117, and be eligible to receive a preference in bidding for BID No. 2016-04, UMC 2040 Building (Floors 3 and 4) Tenant Improvements 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;

(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 recognizes and accepts that if a contract is awarded as a result of receiving a preference in bidding, failure to comply with the requirements herein, including all record keeping obligations detailed in the General Conditions, entitles Clark County to a penalty as defined by statute.

BID ATTACHMENT 3
AFFIDAVIT PERTAINING TO PREFERENCE ELIGIBILITY
Page 2 of 2

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: _____) STAMP AND SEAL

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

EXHIBIT A

BONDS AND INSURANCE REQUIREMENTS AND FORMS

1. BONDS

A. The Contractor shall furnish bonds covering the faithful performance of the Contract, payment of all obligations arising thereunder and a Guaranty Bond to take effect upon substantial completion of the project, utilizing the bond forms. Bonds may be secured through the Contractor's usual sources, provided that the surety is authorized and licensed to do business in the State of Nevada. All bonds specified shall indicate the State of Nevada Insurance Division license number, the surety company name, address, telephone number, and include the appointed agent of record who issued the bond. Surety Bonds issued by an individual are not acceptable to Clark County.

B. Not later than **seven business days** after Notification of Award, the Contractor shall furnish contract bonds to the Purchasing and Contracts Division as follows:

1. Labor and Material Payment Bond in the amount of 100% of the Contract price.

2. Performance Bond in the amount of 100% of the Contract price.

3. Guaranty Bond in the amount of 100% of the Contract price. The Guaranty Bond will go into effect from the date of Notice of Substantial Completion.

Award will become final after the Governing Body has authorized the award and the Contractor has submitted its required bonds utilizing the Owner's Bond forms.

C. Form of Bonds

1. The bonds referred to herein **shall be written on the Performance Bond, Labor and Material Payment Bond, and Guaranty Bond forms provided by Owner.**

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

3. **Any Performance Bond, Labor and Material Payment Bond, or Guaranty Bond prepared by an appointed agent must provide their license number and the issuing state.**

4. The bonds specified in this section must be issued by a certified surety which is listed in the Department of the Treasury, Fiscal Service, (Department Circular 570; Current Revision) companies holding certificates of authority as acceptable sureties on Federal Bonds and as acceptable reinsuring companies.

2. INSURANCE

A. Contractor further agrees, as a precondition to the performance of any work under this contract and as a precondition to any obligation of the Owner to make any payment under this contract, to provide the Owner with a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the state of Nevada in accordance with Nevada Revised Statutes Chapters §616A through 616D, inclusive, whether or not the Contractor has employees.

B. Contractor agrees to maintain required workers' compensation coverage throughout the entire term of the contract. If Contractor does not maintain coverage throughout the entire term of the contract, Contractor agrees that Owner may, at any time the coverage is not maintained by Contractor, order the Contractor to stop work, assess liquidated damages as defined herein, suspend the contract, or terminate the contract.

C. The Contractor shall furnish not later than **seven business days** after notification of Intent to Award, the insurance as indicated below. The certificates for each insurance policy shall be signed by a person authorized by that insurer and licensed by the State of Nevada.

D. As a condition precedent to receiving payments, Contractor shall have on file with Owner current certificates of insurance evidencing the required coverage. Insurance certificates for the Owner should contain the information shown on the sample certificates attached.

E. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. Owner requires insurance carriers to maintain a Best's Key Rating of A.VII or higher (i.e., A.VII, A.VIII, A.IX, A.X, etc.). The adequacy of the insurance supplied by the Contractor, including the rating and financial health of each insurance company providing coverage, is subject to the approval of the Owner.

F. Contractor shall furnish renewal certificates to the Owner for the required insurance during the period of coverage required by the contract. Contractor will furnish renewal certificates for the same minimum coverage as required in this Contract. The request for updated renewal certificates will be sent by the Owner to the Contractor 30 calendar days in advance of the expiration date shown on the certificate of insurance. A second request will be sent if the renewal certificate is not received from within **seven business days**. If within 20 calendar days from the date of the request for an updated renewal certificate, the updated certificate has still not been provided, the Owner may declare the Contractor in default of its obligation under this paragraph.

G. Owner, its officers, employees, agents, and volunteers must be expressly covered as insured's with respect to liability arising out of the activities by or on behalf of the named insured in connection with this project.

1. The Contractor's insurance shall be primary as respects Owner, its officers, employees, agents, and volunteers. Any other coverage (insurance or otherwise) available to Owner, its officers, employees and volunteers shall be excess over the insurance required of the Contractor and shall not contribute with it.

Any other coverage (insurance or otherwise) available to Owner, its officers, employees and volunteers shall be excess over the insurance required of the Contractor and shall not contribute with it.

H. The Contractor's commercial general liability and automobile liability insurance policy shall be endorsed to recognize specifically the Contractor's contractual obligation of additional insured to Owner. All policies must note that the Owner will be given 30-calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives Clark County automatic additional insured status must be attached to any certificate of insurance.

I. All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. No deductible or self-insured retention may exceed $25,000.

J. If aggregate limits are imposed on the insurance coverage, then the amount of such limits must not be less than **$2,000,000** per occurrence or per accident. All aggregates must be fully disclosed and the amount entered on the required certificate of insurance. Contractor's insurer must notify the Owner of any erosion of the aggregate limits. The "per occurrence" limits of insurance required herein must be maintained in full, irrespective of any erosion of aggregate.

K. The Contractor shall obtain and maintain, for the duration of the Contract or longer period if specified herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, it agents, representatives, employees or subcontractors of any tier. The cost of such insurance shall be included in Contractor's Bid. The Contractor is required to obtain and maintain the following coverage:

1. <u>Commercial General Liability</u>: Commercial General Liability, including Asbestos Abatement Liability coverage shall be on "occurrence" basis only and not "claims made." The coverage must be provided on either an ISO Commercial General Liability form or an ISO Broad Form Comprehensive General Liability (including a Broad Form CGL Endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement. Any exceptions to coverage must be fully disclosed on the required certificates. If other than these forms are submitted as evidence of compliance, complete copies of such policy forms must be submitted to Owner within **seven business days** after notice of award. Policies must include, but need not be limited to, coverage for bodily injury, property damage, personal injury, Broad Form property damage, premises and operations, severability of interest, products and completed operations, contractual and independent contractors, whether the insurance for Asbestos Abatement Liability Coverage is supplied as an endorsement, or under a separate policy of insurance, the coverage must be evidenced on the Certificate of Insurance required in the contract. Contractor shall maintain limits of no less than **$1,000,000** combined single limit per occurrence for bodily injury (including death), personal injury and property damages.

2. Auto Liability: Auto Liability must provide coverage for claims for damage due to bodily injury or death of any person, or property damage arising out of the ownership, maintenance or use of **any motor vehicles whether owned, hired or non-owned**. Contractor shall maintain limits of no less than **$1,000,000** combined single limit "per accident" for bodily injury and property damage.

3. Builders Risk / Course of Construction: Unless otherwise provided in the Contract Documents, the Contractor shall purchase and maintain property insurance (builders' risk) upon the work at the site to the full insurable value. This insurance shall include the interests of the Owner, Owner's designated representative, Contractor, Subcontractors, and Subcontractors of any tier. Coverage shall be written on forms to include Fire, Extended Coverage, and Special Form including theft. Contractor is responsible for the deductible for any claim made against the policy.

L. If the Contractor fails to maintain any of the insurance coverage required herein, then the Owner will have the option to declare the Contractor in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order that the required coverage may be maintained. The Contractor is responsible for any expenses paid by the Owner to maintain such insurance and the Owner may collect the same from the Contractor or deduct the amount paid from any sums due the Contractor under the contract.

M. The insurance requirements specified herein do not relieve the Contractor of its responsibility or limit the amount of their liability to the Owner or other persons and the Contractor is encouraged to purchase such additional insurance, as it deems necessary.

N. Contractor is responsible for and must remedy all damage or loss to any property, including property of Owner, caused in whole or in part by the Contractor, any subcontractor or anyone employed, directed or supervised by Contractor. The Contractor is responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.

O. The Contractor shall pay all premiums and costs of insurance.

P. Regardless of the coverage provided by any insurance policy, the Contractor shall indemnify, defend and hold Owner harmless from any and all claims, demands, actions, attorneys' fees, costs, and expenses based upon or arising out of any acts, errors, omissions, fault or negligence of Contractor or its principals, employees, subcontractors or other agents while performing services under this Contract. Contractor shall indemnify, defend and hold harmless the Owner and others specified from any attorney's fees or other costs of defense, even if the allegations of the claim are groundless, false or fraudulent.

SUPPLEMENTAL INSURANCE BUILDERS RISK FOR CONSTRUCTION OF NEW STRUCTURES, ADDITIONS, ALTERATIONS OR REPAIRS TO COUNTY REAL PROPERTY

During the term of this Contract CONTRACTOR shall provide insurance as follows:

Builder's Risk or Course of Construction Insurance, insuring on an "all risk" basis, subject to policy(s) exclusions, equal to a maximum of $1,000,000 covering the project and all materials and equipment to be incorporated therein, including property in transit or elsewhere and insuring the interests of the Owner, Contractors, and their Subcontractors of any tier providing equipment, materials, or services for the project. Coverage is as follows:

INSURING AGENCY NAME: _____
ADDRESS: _____
_____
Telephone Number: _____
Fax Number: _____
Email: _____

INSURED:

CONTRACTOR, its Subcontractors of any tie, and UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, 1800 W. Charleston Blvd, Las Vegas, NV 89012

DEDUCTIBLES:

Each loss shall be adjusted separately for any one Insured Project and any one Occurrence, and from the amount of each adjusted loss, the amount as stated below shall be deducted:

A. In respect of losses arising from all other insured perils: $25,000 per each occurrence.

B. In respect of losses arising from the peril of flood: $150,000 per each occurrence.

C. In respect of losses arising from the peril of earthquake, volcanic eruption, landslide or mine subsidence: $500,000 per each occurrence.

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 INSURANCE BROKER'S NAME ADDRESS	CONTACT NAME:		
	PHONE (A/C No. Ext): BROKER'S PHONE NUMBER	FAX (A/C No.) BROKER'S FAX NUMBER	
	E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS		
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED CONTRACTOR'S NAME ADDRESS PHONE & FAX NUMBERS	INSURER A:		
	INSURER B:		COMPANY'S
	INSURER C:		
	INSURER D:		BEST KEY
	INSURER E:		
	INSURER F:		RATING

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	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY	X					EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
	CLAIMS-MADE X OCCUR.						MED EXP (Any one person)	$ 5,000
	ASBESTOS ABATEMENT LIABILITY						PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS – COMP/OP AGG	$ 2,000,000
	POLICY X PROJECT LOC						**DEDUCTIBLE MAXIMUM**	**$ 25,000**
	AUTOMOBILE LIABILITY	X					COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	HIRED AUTOS							$
	NON-OWNED AUTOS						**DEDUCTIBLE MAXIMUM**	**$ 25,000**
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A					WC STATU-TORY LIMITS / OTHER	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$
							E.L. DISEASE – E.A. EMPLOYEE	$
							E.L. DISEASE – POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS I VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

BID NO. 2016-04, UMC 2040 BUILDING (FLOORS 3 AND 4) TENANT IMPROVEMENTS PROJECT
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS, ARE INSUREDS WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

CERTIFICATE HOLDER	CANCELLATION
UNIVERSTIY MEDICAL CENTER OF SOUTHERN NEVADA C/O MATERIALS MANAGEMENT DEPARTMENT 800 HOPE PLACE SUITE 409 LAS VEGAS, NV 89102	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

@ 1988-2010 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

ACORD 25 (2010/05)

POLICY NUMBER: _____ COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

BID NUMBER AND PROJECT NAME: _____

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

UNIVERSTIY MEDICAL CENTER OF SOUTHERN NEVADA
C/O MATERIAL MANAGEMENT DEPARTMENT
800 HOPE PLACE
SUITE 409
LAS VEGAS, NV 89102

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS, ARE INSUREDS WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

SAMPLE

PERFORMANCE BOND

IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NEVADA REVISED STATUTE 683A AND ISSUED BY AN APPOINTED PRODUCER OF INSURANCE PURSUANT TO NEVADA REVISED STATUTE 683A. INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.

KNOW ALL MEN BY THESE PRESENTS,

That _____, as Principal Contractor, and _____, as Surety, are held and firmly bound unto UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, hereinafter called Owner, 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 presents.

WHEREAS, said Contractor has been recommended for award and shall enter into the contract with said Owner to perform all work required under the Bidding Schedule(s) **BID NO. 2016-04** of the Owner's specifications, entitled **UMC 2040 Buildig (Floors 3 and 4) Tenant Improvements Project.**

NOW THEREFORE, if said Contractor shall perform all the requirements of said contract required to be performed on their 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 change order(s), 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 change order(s), alterations or extensions of the contract is hereby waived by said Surety.

SIGNED this _____ day of _____, 20____

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

_____
(Principal Contractor)

_____
(Authorized Representative and Title)

By: _____
(Signature)

Surety: _____

_____
(Appointed Agent Name)

_____
(State of Nevada, License Number)

By: _____
(Signature)

_____
(Appointed Agent Name)

_____
(License Number and Issuing State)

By: _____
(Signature)

Address: _____

_____

Address: _____

_____

Telephone: _____

Telephone: _____

ISSUING COMPANY MUST HOLD CERTIFICATES OF AUTHORITY AS ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY WITH LISTING IN THE DEPARTMENT OF TREASURY, FISCAL SERVICE, (DEPARTMENT OF CIRCULAR "570," CURRENT REVISIONS).

LABOR AND MATERIAL PAYMENT BOND

IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NEVADA REVISED STATUTE 683A AND ISSUED BY AN APPOINTED PRODUCER OF INSURANCE PURSUANT TO NEVADA REVISED STATUTE 683A. INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.

KNOW ALL MEN BY THESE PRESENTS,

That _____, as Contractor, and _____, as Surety, are held and firmly bound unto UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, hereinafter called Owner, 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 presents.

WHEREAS, said Contractor has been recommended for award and shall enter into the contract with said Owner to perform all work required under the Bid Schedule(s), **BID NO. 2016-04, UMC 2040 Building (Floors 3 and 4) Tenant Improvements Project.**

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

PROVIDED, that any change order(s), 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 change order(s), alterations or extensions of the Contract is hereby waived by said Surety.

SIGNED this _____ day of _____, 20____

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

_____
(Principal Contractor)

_____
(Authorized Representative and Title)

By: _____
(Signature)

Surety: _____

_____
(Appointed Agent Name)

_____
(State of Nevada, License Number)

By: _____
(Signature)

_____
(Appointed Agent Name)

_____
(License Number and Issuing State)

By: _____
(Signature)

Address: _____

_____

Address: _____

_____

Telephone: _____

Telephone: _____

ISSUING COMPANY MUST HOLD CERTIFICATES OF AUTHORITY AS ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY WITH LISTING IN THE DEPARTMENT OF TREASURY, FISCAL SERVICE, (DEPARTMENT OF CIRCULAR "570," CURRENT REVISIONS).

GUARANTY BOND

IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NEVADA REVISED STATUTE 683A AND ISSUED BY AN APPOINTED PRODUCER OF INSURANCE PURSUANT TO NEVADA REVISED STATUTE 683A. INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.

GUARANTEE for _____

_____
(Name and Address of Prime Contractor)

We hereby guarantee that the **BID NO. 2016-04, UMC 2040 Building (Floors 3 and 4) Tenant Improvements Project,** which we have constructed, has been done in accordance with the plans and specifications; that the work as constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of our work together with any other adjacent work which may be damaged in so doing, that may prove to be defective in workmanship or materials within a period of one year from the date of the Notice of Substantial Completion of the above named work by the University Medical Center of Southern Nevada, without any expense whatsoever to said University Medical Center of Southern Nevada, ordinary wear and unusual abuse or neglect excepted.

In the event of our failure to comply with the above mentioned conditions within 14 calendar days after being notified in writing by University Medical Center of Southern Nevada, we collectively or separately, do hereby authorize University Medical Center of Southern Nevada to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand. When correction work is started, it shall be carried through to completion.

SIGNED this _____ day of _____, 20____

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

_____
(Principal Contractor)

_____
(Authorized Representative and Title)

By: _____
(Signature)

Surety: _____

_____
(Appointed Agent Name)

_____
(State of Nevada, License Number)

By: _____
(Signature)

_____
(Appointed Agent Name)

_____
(License Number and Issuing State)

By: _____
(Signature)

Address: _____

_____

Address: _____

_____

Telephone: _____

Telephone: _____

ISSUING COMPANY MUST HOLD CERTIFICATES OF AUTHORITY AS ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY WITH LISTING IN THE DEPARTMENT OF TREASURY, FISCAL SERVICE, (DEPARTMENT OF CIRCULAR "570," CURRENT REVISIONS).

INSTRUCTIONS FOR COMPLETING THE
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

The purpose of the Disclosure of Ownership/Principals Form is to gather ownership information pertaining to the business entity for use by the Board of County Commissioners ("BCC") and UMC Governing Board (GB) in determining whether members of the BCC/GB should exclude themselves from voting on agenda items where they have, or may be perceived as having a conflict of interest, and to determine compliance with Nevada Revised Statute 281A.430, contracts in which a public officer or employee has interest is prohibited.

General Instructions

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and the appropriate Clark County government entity. Failure to submit the requested information may result in a refusal by the BCC/GB to enter into an agreement/contract and/or release monetary funding to such disclosing entity.

Detailed Instructions

All sections of the Disclosure of Ownership form must be completed. If not applicable, write in N/A.

Business Entity Type – Indicate if the entity is an Individual, Partnership, Limited Liability Company, Corporation, Trust, Non-profit Organization, or Other. When selecting 'Other', provide a description of the legal entity.

Non-Profit Organization (NPO) - Any non-profit corporation, group, association, or corporation duly filed and registered as required by state law.

Business Designation Group – Indicate if the entity is a Minority Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Small Business Enterprise (SBE), or Physically-Challenged Business Enterprise (PBE). This is needed in order to provide utilization statistics to the Legislative Council Bureau, and will be used only for such purpose.

Minority Owned Business Enterprise (MBE):
An independent and continuing business for profit that performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.
Women Owned Business Enterprise (WBE):
An independent and continuing business for profit that performs a commercially useful function and is at least 51% owned and controlled by one or more women.
Physically Challenged Business Enterprise (PBE):
An independent and continuing business for profit that performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.
Small Business Enterprise (SBE):
An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed $2,000,000.
Veteran Owned Enterprise (VET):
A Nevada business at least 51% owned/controlled by a veteran.
Disabled Veteran Owned Enterprise (DVET):
A Nevada business at least 51% owned/controlled by a disabled veteran.

Business Name (include d.b.a., if applicable) – Enter the legal name of the business entity and enter the "Doing Business As" (d.b.a.) name, if applicable.

Corporate/Business Address, Business Telephone, Business Fax, and Email – Enter the street address, telephone and fax numbers, and email of the named business entity.

Local Business Address, Local Business Telephone, Local Business Fax, and Email – If business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone and fax numbers, point of contact and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

Number of Clark County Nevada Residents employed by this firm.

List of Owners/Officers – Include the full name, title and percentage of ownership of each person who has ownership or financial interest in the business entity. If the business is a publicly traded corporation or non-profit organization, list all Corporate Officers and Directors only.

For All Contracts – **(Not required for publicly-traded corporations)**

1) Indicate if any individual members, partners, owners or principals involved in the business entity are a Clark County full-time employee(s), or appointed/elected official(s). If yes, the following paragraph applies.

   In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant financial interest, except as provided for in subsections 2, 3, and 4.

2) Indicate if any individual members, partners, owners or principals involved in the business entity have a second degree of consanguinity or affinity relation to a Clark County full-time employee(s), or appointed/elected official(s) (reference form on Page 2 for definition). If **YES**, complete the Disclosure of Relationship Form. Clark County is comprised of the following government entities: Clark County, University Medical Center of Southern Nevada, Department of Aviation (McCarran Airport), and Clark County Water Reclamation District. Note: The Department of Aviation includes all of the General Aviation Airports (Henderson, North Las Vegas, and Jean).

A professional service is defined as a business entity that offers business/financial consulting, legal, physician, architect, engineer or other professional services.

Signature and Print Name – Requires signature of an authorized representative and the date signed.

Disclosure of Relationship Form – If any individual members, partners, owners or principals of the business entity is presently a Clark County employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a Clark County employee, public officer or official, this section must be completed in its entirety.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type						
☐ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☐ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other

Business Designation Group			
☐ MBE	☐ WBE	☐ SBE	☐ PBE
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise

Corporate/Business Entity Name:			
(Include d.b.a., if applicable)			
Street Address:		**Website:**	
City, State and Zip Code:		**POC Name and Email:**	
Telephone No:		**Fax No:**	
Local Street Address:		**Website:**	
City, State and Zip Code:		**Local Fax No:**	
Local Telephone No:		**Local POC Name Email:**	
Number of Clark County Nevada Residents Employed:			

All entities, with the exception of publicly traded and non-profit organizations**,** must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)

This section is not required for publicly traded corporations.

1. Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?

   ☐ Yes ☐ No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?

   ☐ Yes ☐ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Signature _____ Print Name _____

Title _____ Date _____

DISCLOSURE OF RELATIONSHIP

List any disclosures below:
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT

* County employee means Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District.

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes ☐ No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No Is the County employee(s) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

DISCLOSURE OF RELATIONSHIP

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes ☐ No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No Is the County employee(s) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes ☐ No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No Is the County employee(s) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes ☐ No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No Is the County employee(s) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

WORKERS EMPLOYED REPORT (A) (PER N.R.S. 338.070)

Project Number: _____ **Date:** _____

Project Name: _____ **PWP Number:** _____

General Contractor: _____ **Subcontractor:** _____

Prepared by: _____ **Contact Number:** _____

Email Address: _____

	Worker Name	Workers Occupation	Has a Drivers License or Identification Card	State Issued	Wages	Per Diem	Benefits
1			☐YES or ☐NO				
2			☐YES or ☐NO				
3			☐YES or ☐NO				
4			☐YES or ☐NO				
5			☐YES or ☐NO				
6			☐YES or ☐NO				
7			☐YES or ☐NO				
8			☐YES or ☐NO				
9			☐YES or ☐NO				
10			☐YES or ☐NO				
11			☐YES or ☐NO				
12			☐YES or ☐NO				
13			☐YES or ☐NO				
14			☐YES or ☐NO				
15			☐YES or ☐NO				
16			☐YES or ☐NO				
17			☐YES or ☐NO				
18			☐YES or ☐NO				
19			☐YES or ☐NO				
20			☐YES or ☐NO				

DO NOT INCLUDE ANY LICENSE OR I.D. NUMBERS

WORKERS EMPLOYED REPORT (B) (PER N.R.S. 338.070)

Project Number: _____ **Date:** _____

Project Name: _____ **PWP Number:** _____

General Contractor: _____ **Subcontractor:** _____

Prepared by: _____ **Contact Number:** _____

Email Address: _____

	Worker Name	Driver's License No. or Identification No.	State Issued	First day on Project	Last day on Project
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

CONFIDENTIAL

NON-APPORTIONED VEHICLE REPORT

Project Number: _____ **Date:** _____

Project Name: _____ **PWP Number:** _____

General Contractor: _____ **Subcontractor:** _____

Prepared by: _____ **Contact Number:** _____

Email Address: _____

	Owner Name	Vehicle Description	License No. and State
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			

MATERIALS PURCHASED REPORT

Project Number: _____ **Date:** _____

Project Name: _____ **PWP Number:** _____

General Contractor: _____ **Subcontractor:** _____

Prepared by: _____ **Contact Number:** _____

Email Address: _____

	Material Supplier Name	Address	Materials Purchased
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

CLOSEOUT DOCUMENTATION SUMMARY REPORT OF SUBCONTRACTORS

Project Number: _____ **Date:** _____

Project Name: _____ **PWP Number:** _____

General Contractor: _____ **Subcontractor:** _____

Prepared by: _____ **Contact Number:** _____

Email Address: _____

	Subcontractor Name	*BEG	Ethnicity	Address	Bid Item or Work Performed	Value of Contract
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						

**Reference Instruction to Bidders for definitions.*