UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

CONTRACT DOCUMENTS & CONSTRUCTION SPECIFICATIONS

BID NO. 2010-08
Elevator Modernization – 2040 Building

University Medical Center Of Southern Nevada

CONFIRMATION FORM FOR RECEIPT OF

BID NO. 2010-08
Elevator Modernization - 2040 Building

If you are interested in this invitation, immediately upon receipt, please fax this confirmation form to the fax number provided at the bottom of this page.

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

VENDOR ACKNOWLEDGES RECEIVING THE FOLLOWING RFP DOCUMENT:

PROJECT NO. **RFP NO. 2010-08**

DESCRIPTION: **Elevator Modernization - 2040 Building**

VENDOR MUST COMPLETE THE FOLLOWING INFORMATION:

Company Name:_____

Company Address:_____

City / State / Zip:_____

Name / Title:_____

Area Code/Phone Number:_____

Area Code/Fax Number:_____

Email Address:_____

FAX THIS CONFIRMATION FORM TO: (702) 383-2609
Or EMAIL TO: jim.haining@umcsn.com
TYPE or PRINT CLEARLY

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UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

INVITATION TO BID

BID NO. 2010-08
Elevator Modernization – 2040 Building

NEVADA STATE LABOR COMMISSION PWP NUMBER: CL-2010-230

SCOPE OF WORK: Furnish all engineering, materials, labor, tools, equipment, transportation, supervision, testing and inspections to modernize three (3) traction elevators in the UMC 2040 Building. In addition, perform full coverage preventive maintenance service commencing upon Notice to Proceed and continuing through the warranty/guarantee period.

ESTIMATED COST: $450,000

A non-mandatory Prebid Conference will be held on **April 14, 2010** at **9:00 am**, in the lobby of the 2040 Building located at 2040 West Charleston Blvd, Las Vegas, NV 89102.

Bids will be accepted at the UMC Trauma Building, 800 Rose St, Suite 408, on or before **May 5, 2010** at **2:00:00 pm,** based on the time clock at the UMC Contracts Management office, and will be opened immediately thereafter.

Bid documents and specifications will be available on **April 5, 2010.**

Electronic copies: www.accessclarkcounty.com/purchasing. Click on "Current Contract Opportunities" and scroll down to University Medical Center and select Bid No. 2010-08.

Or

Paper copies: at the above address for no charge.

PLEASE PUBLISH THE INFORMATION PROVIDED ABOVE THE LINE.

PUBLISHED:
Las Vegas Review-Journal
April 4, 2010

HELPFUL BID INFORMATION

PREBID CONFERENCE ATTENDANCE

WE WANT YOU!

You have received this “Invitation to Bid” with the anticipation of doing business with University Medical Center. You are encouraged to attend the pre-bid conference, if one is offered, because it gives you the opportunity to ask questions you may have regarding the bid document, the bid requirements, and the bidding process. At the pre-bid conference, the entire bid document is reviewed and questions from the attendees are answered.

The date and time of the pre-bid conference (if applicable) is provided for on the cover page of the bid document. SEE YOU THERE !

NEED ASSISTANCE?

The Clark County Business Development Division works with the Clark County Purchasing and Contracts Division and University Medical Center to expand the economic prospects of all disadvantaged groups in the business community, and promotes full and open competition in all purchasing activities. If you have questions concerning how to prepare a bid, information that is available to you, or you would like to discuss business opportunities within Clark County, please contact Nita Lopez in the Business Development Division, at telephone number (702) 455-2897.

INSTRUCTIONS TO BIDDERS

BID NO. 2010-08
Elevator Modernization – 2040 Building

1. PROJECT SCOPE OF WORK

Furnish all engineering, materials, labor, tools, equipment, transportation, supervision, testing and inspections to modernize three (3) traction elevators in the UMC 2040 Building. In addition, perform full coverage preventive maintenance service commencing upon Notice to Proceed and continuing through the warranty/guarantee period.

2. PROJECT LOCATION

2040 West Charleston Blvd, Las Vegas, NV 89102

3. DESIGNATED CONTACTS

DESIGNATED CONTACTS FOR QUESTIONS	ENTITY/COMPANY	CONTACT NAME	WORK REFERENCE #	TELEPHONE NUMBER	FAX NUMBER
Special provisions, technical specifications, or drawings	University Medical Center	David Brice	Bid No. 2010-08	(702) 383-2301	(702) 383-2240
Arrangements for site visit	University Medical Center	David Brice	Bid No. 2010-08	(702) 383-2301	(702) 383-2240
Invitation to Bid, bonds, insurance requirements (Contracts Management)	University Medical Center	Jim Haining jim.haining@umcsn.com	Bid No. 2010-08	(702) 383-3606	(702) 383-2609
Special provisions, technical specifications or drawings (Consulting Engineering)	Elevator Consulting and Design, Inc.	Chuck Moulton	Bid No. 2010-08	(303) 880-4734	
Building Permits and Fees City of Las Vegas	City of Las Vegas Building Department			(702) 229-6251	(702) 229-6202
Management of construction project after award (Construction Manager)	University Medical Center	David Brice	Bid No. 2010-08	(702) 383-2301	(702) 383-2240
Management of construction project after award (Consulting Construction Manager)	Elevator Consulting and Design, Inc.	Chuck Moulton	Bid No. 2010-08	(303) 880-4734	

4. CONTACT WITH OWNER DURING BIDDING PROCESS

Communication between a Bidder and a member of the BCC, 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.

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 Contracts Management, prior to the submission of bids which modifies or clarifies the Bidding Documents by additions, deletions, clarifications, and/or corrections.

C. **Additive/Deductive Bid Items:** An amount stated in the Bid to be added to or deducted from the contract amount for the corresponding change in the work, as described in the Bidding Documents. The unit price (s) quoted shall remain firm throughout the contract term. Funding for the item(s) is provided in the Bid Form under the description of "Construction Conflicts and Additional Work," or shall be funded through the issuance of a formal change order as described herein. Bidder must quote all item(s) to be responsive and considered for award.

D. **Additive Alternate Bid 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 Bidding Documents, is accepted by Owner. Additive Alternate 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.

SAMPLE

E. **Authorized Representative**: A person designated by the Governing Body to be responsible for the development and award of the Contract for the public work.

F. **Bidder(s)**: A Prime Contractor who submits a bid to the Owner for a project.

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

H. **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 Bidding 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.

I. **Bidding 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.

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

K. **Consulting Construction Manager**: The Construction Management firm contracted by the Owner to manage the construction of the project.

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

M. **Contract**: Contract documents include the Bidding Documents, Contractor's Bid Form, all Addenda, Contractor's bonds and insurance, Subcontractor Notification letters and Notice of Award.

N. **Contractor**: The person or entity identified as such in the Contract and is referred to throughout the Contract documents. Contractor shall mean the Prime Contractor or its authorized representative as defined by Nevada Revised Statute 616A.285.

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

P. **Governing Body**: Used throughout these documents will mean the Clark County Board of Commissioners acting as Board of Hospital Trustees.

Q. **Lot**: A separate portion of work as defined in bid document as identified in the Special Provisions and Drawings. Each Lot may require separate bonds and insurance documents. The Contractor may bid any single Lot or multiple Lots with a single bid security as specified within the Instructions to Bidders.

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

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

T. **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

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

6. <u>BIDDER'S REPRESENTATION</u>

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

1. Bidder has read and understands the Bidding Documents and asserts that its bid is made in accordance therewith and shall be considered a firm offer for a period of 90 calendar days following the opening of bids. The Bidder's offer may expire at the end of the 90 calendar day 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 Contractor's 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. **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 Owner.

2. Bidders shall take no advantage of any apparent error or omission in the Bidding 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 Bidding Documents through the issuance of an Addendum.

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

4. Copies of Bidding Documents, including any Addenda, will be made available for inspection at Contracts Management.

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

7. 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 5% of the total base bid amount. Bidder should verify prior to submitting its bid that all Subcontractors listed are properly licensed.

Within 2 hours after the completion of the opening of bids, the Bidders who submitted the 3 lowest bids must submit a list on the form provided, the name of each subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the subcontractor will be paid an amount exceeding 1 percent of the prime contractor's total bid or $50,000, whichever is greater, and the number of the license issued to the subcontractor pursuant to chapter 624 of NRS.

(1) Projects UNDER $5,000,000

The bidders shall list only those Subcontractors which will provide labor/improvements **exceeding $50,000.00.**

(2) Projects EXCEEDING $5,000,000

The Bidders shall list Subcontractors which will provide labor/improvements exceeding 1% of the prime contractor's total base bid amount, or $50,000.00, whichever is greater.

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).

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 as defined in NRS 338.140.1.d.

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 Nevada Revised Statutes 338.141.

g) 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.

h) 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 arbitration or litigation.

3. The bid form requests information regarding the Prime Contractor's Business Enterprise Status. The Business Enterprise Categories are defined as follows:

a) **MINORITY OWNED BUSINESS ENTERPRISE (MBE):**

An independent and continuing Nevada business for profit which 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.

b) **WOMEN OWNED BUSINESS ENTERPRISE (WBE):**

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

c) **PHYSICALLY-CHALLENGED BUSINESS ENTERPRISE (PBE):**

An independent and continuing Nevada business for profit which 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.

d) **SMALL BUSINESS ENTERPRISE (SBE):**

An independent and continuing Nevada 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.

e) **NEVADA BUSINESS ENTERPRISE (NBE):**

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

f) **BUSINESSES IN OTHER STATES**

(1) **LARGE BUSINESS ENTERPRISE (LBE):**

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

Upon Owner's request, Bidder agrees to submit Business Development Division a list of the Minority Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE) and Nevada Business Enterprise (NBE) subcontractors for this contract. If no MBE's, WBE's, PBE's, SBE's or NBE's will be utilized, the Bidder shall explain why. The information provided by the Bidder is for the Owner's information only.

If there are any questions regarding these business categories or their utilization, please contact Nita Lopez, at telephone number (702) 455-2897.

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

$50,000.00 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. 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.

2. 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 5% of the base bid amount, pledging that the Bidder will within 7 calendar days after Notice of Intent to Award, furnish the bonds and insurance as required herein, covering the faithful performance of the Contractor and the payment of all obligations arising thereunder. Bonds issued by a surety, who is an individual surety, are not acceptable to University Medical Center of Southern Nevada. 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.

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 5% of the aggregate amount of all Lots submitted.

C. Claim Of Preferential Bidder Status

In accordance with NRS 338.1387 and NRS 338.147, a Contractor seeking preference in bidding shall, at the time its bid is submitted, have a valid certificate of eligibility issued by the State Contractors Board in the license classification required for the work of the project.

8. SUBMISSION OF BIDS

All bids must be submitted in a sealed envelope plainly marked with the name and address of the Bidder and the bid number and 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. **FAXED BIDS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.**

The following are detailed delivery/mailing instructions for bids:

Hand Delivery	U.S. Mail Delivery	Express Delivery
University Medical Center Contracts Management Trauma Center Building 800 Rose Street, Suite 408 Las Vegas, Nevada 89106 Bid No. 2010-08 Elevator Modernization - 2040 Building	University Medical Center Contracts Management 1800 West Charleston Blvd Las Vegas, Nevada 89102 Bid No. 2010-08 Elevator Modernization - 2040 Building	University Medical Center Contracts Management 800 Rose Street, Suite 408 Las Vegas, Nevada 89106 Bid No. 2010-08 Elevator Modernization - 2040 Building

Regardless of the method used for delivery, the Bidder shall be wholly responsible for the timely delivery of its bid.

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 Contracts Management office 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.

9. 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.

10. TIE-BIDS

A tie-bid is defined as an instance where bids are received from 2 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.

11. 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 nearest 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 low 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 90 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 Base Bid, plus the funding availability of Additive Alternate(s) One, Two, or Three in any order and the funding availability of Bid Option One exercised in sequential order. Bidders must quote all items and agree to provide the bonds and insurance specified herein to be responsive and considered for award. Owner reserves the right to accept or reject on a Lot-by-Lot basis including the election of alternates and/or options in any order and subject to the availability of funds, whichever is in the best interest of the Owner.

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:

a. Failure to use the Bid Form(s) furnished by the Owner.
b. Lack of signature by an authorized representative on the Bid Form(s).
c. Failure to properly complete the Bid Form(s).
d. Evidence of collusion among Bidders.
e. Omission of Bid Security, in an acceptable form.
f. Unauthorized alteration of Bid Form(s).
g. Failure to fill out the Disclosure of Ownership/Principals form, if requested.

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 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 will issue an Award Letter. The bid will then become a binding contract.

12. ADDITIVE ALTERNATE ITEM(S)

This document contains an Additive Alternate item(s) which is/are shown in the specifications and drawings under the appropriate sections, but is/are not to be included in the Total Base Bid amount. The item(s) is/are identified by a number

designation and description. It is the responsibility of each Bidder to determine to its own satisfaction the limits and extent of the work for the item and quote a unit price and/or lump sum on the Bid Form pages. Where an additive alternate requires deleting all or a portion of the specified item and adding or substituting an optional item, the Bid Amount submitted for the additive alternate shall be the net cost difference between what is added and what is deleted. The(se) item(s) may be exercised by the Owner in sequential order only subject to the availability of funds.

13. BID OPTION ITEM(S)

This document contains a Bid Option Item(s) which is shown in the specifications and drawings under the appropriate sections, but is not to be included in the Total Base Bid amount. The item(s) is/are identified by a number designation and description. It is the responsibility of each Bidder to determine to its own satisfaction the limits and extent of the work for the item and quote a unit price and/or lump sum on the Bid Form pages. Where a Bid Option requires deleting all or a portion of the specified item and adding or substituting an optional item, the Bid Amount submitted for the Bid Option shall be the net cost difference between what is added and what is deleted. The(se) item(s) may be exercised by the Owner in sequential order only subject to the availability of funds.

14. SCHEDULE OF VALUES

a. By 12:00 Noon the next working day after the bid opening, the 3 lowest Bidders for the Total Base Bid amount must submit a Schedule of Values on the attached form specified as Bid Attachment 3, 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 of Values shall be identified with the Specification Section number that applies.

15. BONDS AND INSURANCE REQUIREMENTS

The successful Bidder shall obtain the bonds and maintain through the contract term the insurance coverages required in 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 coverages 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 7 calendar days from date of faxed letter of Intent to Award. Owner will assess the liquidated damages for submission of incorrect documents which are not corrected and returned by the 7th calendar day.

b. 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.

c. The Successful Bidder shall provide all submittals requested in this section within 7 calendar days. If the Successful Bidder does not provide the submittals on or before the 7th calendar 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 **$100.00** per day as liquidated damages.

16. PROTESTS

Any Bidder may file a written protest regarding the awarding of contract with the Purchasing Analyst within 5 working days after the bid opening. 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:

d. 25% of the total value of the base bid submitted by the Bidder filing the protest; or
e. $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 or 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.

17. 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.

18. 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.

19. COLLUSION AND ADVANCE DISCLOSURES

Pursuant to 332.165 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.

GENERAL CONDITIONS

BID NO. 2010-08
Elevator Modernization – 2040 Building

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, Contracts Management will issue a Notice of Award which authorizes the Facilities Department to issue a Notice to Proceed.

1.2 TIME: COMPLETION OF PROJECT

A. 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 **365 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.

B. **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.

C. **Liquidated Damages**

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 **$100.00** for each calendar day of delay until the work is complete for Phase 1 (weeks 1 - 17) and **$200.00** for each calendar day of delay until the work is complete for Phase 2 (weeks 18 – 52), together with any increased costs incurred by the Owner in completing the work.

D. Notwithstanding any other terms of the Contract, the parties agree that if the project is not substantially completed by the completion time specified for the project, the Contractor may receive, as damages, the sum of **$100.00** for each calendar of delay for Phase 1 (weeks 1 - 17) and **$200.00** for each calendar day of delay for Phase 2 (weeks 18 – 52) not caused by the Contractor, its Subcontractor or suppliers. The damages shall be the sole remedy available to Contractor due to delay and no other award will be allowed for home office overhead, field office overhead, labor costs, acceleration expenses or any other damages or costs of any kind whatsoever, resulting from delay or inability to finish the project as scheduled. No damages will be paid by the Owner for weather-caused delays.

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; stormwater 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

The Contractor shall, at its expense, arrange for, develop and maintain all utilities in work areas to meet the requirements of the Contract. Such utilities shall be furnished by Contractor at no additional cost to the Owner, unless otherwise specified in this bid document.

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, Third 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 which 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 complete work. In case of discrepancy, the following precedence will govern:

1) Addenda
2) Instructions to Bidders
3) General Conditions
4) Specifications / Special Provisions
5) Detailed drawings and notes
6) Project drawings
7) Uniform Standard Specifications and Drawings, as revised (excluding Sections 102 and 103 of Division One).

B. Change orders will take precedence over the above items. Changes to language in the General Conditions as specified above, requires the approval of the District Attorney or the Purchasing Administrator or his designee prior to execution of the change order.

1.9 INDEMNITY

A. Notwithstanding the insurance coverages 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. 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 to verify that such redesign, repairs and replacements comply with the requirements of this Contract. All costs incidental to such redesign, repair, replacements 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 $100,000 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: 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 $100,000, 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 provisions 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. **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.**

E. **Certified Payroll Reports**: Pursuant to NRS 338.070, on any public work contract awarded for more than $100,000, 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 of the project, to the following:

University Medical Center of Southern Nevada
Facilities Department
1800 West Charleston Boulevard
Las Vegas, Nevada 89102

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

3.2 WORKING HOURS/OVERTIME

The normal working day for Owner's employees is 8:00 a.m. to 4:30 p.m., Monday through Friday, except legal holidays, as specified above. At the Owner's discretion, seasonal adjustments in the hours of the normal working day may be made.

The normal jobsite hours of access are 6:00 a.m. to 6:00 p.m., Monday through Friday. At the Owner's discretion, seasonal adjustments in the hours of the normal working day may be made.

All work necessary to be performed after regular working hours, on weekends or legal holidays, shall be performed without additional expense to the Owner.

The Contractor shall pay for the overtime of all Owner's agents and employees who, as a result of the Contractor's operation, are required to perform inspection, surveying or testing beyond the normal hours, as specified above, and during legal holidays of the Owner, as specified above. Should the Contractor elect to work on a holiday, and needs the Owner to inspect, the Contractor shall prearrange inspection by written request at least 48 hours in advance.

The Contractor shall not be required to pay for the overtime of the Owner's agents and employees if such hours are required by the work of the Contract.

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 DISCRIMINATION / FAIR EMPLOYMENT PRACTICES

A. Discrimination:

The Governing Body is committed to promoting full and equal business opportunity for all persons doing business in Clark County.

The Contractor acknowledges that the Owner has an obligation to ensure that public funds are not used to subsidize private discrimination. The Contractor recognizes that if it or its Subcontractors refuse to hire or do business with an individual or company due to reasons of race, color, gender, ethnicity, disability, national origin, age 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.

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 honorably discharged soldiers, sailors, and marines of the United States who are citizens of the State of Nevada; second, to other citizens of the State of Nevada. If the provisions of NRS 338.130 are not complied with by the Contractor, this contract is void, and any failure or refusal to comply with any of the provisions of NRS 338.130 renders this contract void.

3.7 SUBCONTRACTOR/INDEPENDENT CONTRACTOR

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.

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.

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.

4.6 AIR POLLUTION

A. The Contractor shall perform its work so as to not discharge into the atmosphere from any source, smoke, dust, or other air contaminants in violation of the laws, rules and regulations of all federal, state and local air and water pollution requirements.

Contractor shall:

1) Comply with the provisions of Nevada Revised Statute 445: Air Quality Regulation;

2) Register with the Clark County Air Quality Management Air Pollution Board, any equipment requiring operating permits; and

3) Adhere to all Clark County Air Pollution Board regulations.

4.7 STORMWATER POLLUTION

A. The Contractor shall perform its work so as to not discharge polluted stormwater runoff into the waters of the United States, including municipal separate storm sewer systems (MS4s), in violation of the laws, rules, and regulations of all federal, state, and local water pollution requirements.

Contractor shall:

1) Comply with the provisions of Nevada Revised Statutes, Chapter 445A: Water Pollution Control;
2) Adhere to all Federal regulations under 40 CFR 122.26(b)(14).
3) All information and forms pertaining to Nevada's Stormwater Permitting Program can be found on the following website:
http://ndep.nv.gov/bwpc/storm01.htm

B. The state and federal regulations identified above are hereby incorporated by reference as preconditions of this contract. The Contractor shall familiarize itself with these regulations and practices, and is advised that prior to engaging in any construction activities, the Contractor shall submit a Notice of Intent (NOI) to the Nevada Division of Environmental Protection. A Storm Water Pollution Prevention Plan (SWPPP) must be completed prior to submission of the NOI, and must remain on the project site and be updated as necessary for the duration of the project. As applicant, the Contractor is responsible for insuring that all contractors, subcontractors, and all other persons abide by the conditions of the permit. As applicant, the Contractor is further responsible for supplying complete copies of the NOI and SWPPP to all project subcontractors.

Any contracts between the prime Contractor and applicable subcontractors must provide a monetary allowance for any storm water pollution control BMPs specified in the SWPPP.

The Contractor shall cause to have in place a qualified person with full authority to ensure that storm water control measures are implemented, including inspections, record keeping, deployment of resources, and shut-down or modification of construction activities as needed.

Throughout the project area and the duration of the project, all BMPs must be maintained to minimize erosion and prevent discharge of pollutants from the site. BMPs are required 24 hours a day, 7 days a week, whether or not there is current construction activity on site.

As permit holder, the Contractor shall keep records of construction site inspections for up to 3 years after completion of the work.

The cost of all shut-down expenses, monetary penalties or sanctions resulting from violations of this regulation shall be the sole responsibility of the Contractor.

Measurement and payment for Storm Water Pollution Control shall be per lump sum for all work required to comply with all state and federal regulations, including but not limited to permit fees, plan preparation, required signage, monies paid to subcontractors, provision of storm water control monitor, record keeping, training, long-term stabilization, and all labor, equipment, and materials required to employ BMPs as set forth in state and federal regulations to prevent pollutants from entering MS4s and the waters of the United States.

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% 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% 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% overhead and profit for the Subcontractor, and above that, 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% overhead and profit in its billing to the Owner.

(i) Labor costs shall be in compliance with the prevailing wage rates as specified above in Section III, 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% overhead and profit for the subcontractor; and above that, a maximum of 10% overhead and profit for itself in its billing to the Owner.

(i) 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 $100,000 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

A. Not more than 90% of the amount of any progress payment may be paid until 50% of the work required by the Contract has been performed. Thereafter, Owner may pay any of the remaining progress payments, without withholding additional retainage if in the opinion of the Owner, satisfactory progress is being made in the work.

B. 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.

6) The Owner may at its discretion, withhold only the estimated portion of the retention monies needed to finish any of the 5 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: Contractor shall furnish to Owner final as-built records as specified in the attached Specifications.

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, State Industrial Insurance, insurance policy for limits as defined in the contract documents.

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

(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 calendar 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

Any dispute relating to this Contract after award shall be resolved through good faith efforts by Contractor and Owner. At all times, Contractor shall carry on the work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the Owner, pending resolution of any dispute. If the dispute is not resolved in 90 days, either party may request arbitration in accordance with the General Condition entitled, "ARBITRATION."

In the event the Contractor files a claim with an arbitrator or in District Court, pursuant to one or more of the provisions of NRS 338.640, and the Owner prevails in the arbitrator's or Court's decision, then the Contractor shall pay the Owner's attorneys' fees.

7.2 ARBITRATION

All claims that may arise between the Owner and Contractor concerning any provisions of this Contract which cannot be settled and which have not been waived by the making and acceptance of final payment or any progress payment may be submitted to and be determined and settled by arbitration in the manner set forth in this paragraph. Either the Owner or the Contractor may initiate arbitration by providing written notice of the arbitration, prior to commencement of litigation, to the party against whom a claim is being made. The party initiating arbitration shall appoint and name a party arbitrator in the notice of arbitration submitted to the party against whom the claim is made.

The notice of arbitration shall include the following:

1. a formal demand by the party initiating arbitration that the dispute be referred to arbitration;
2. the names, addresses and telephone numbers of the parties;
3. a reference to any contract provisions from which the dispute arises;
4. a plain description and complete statement of the claim and a showing of entitlement to relief;
5. the relief or remedy sought and the amount money claimed;
6. the notice of appointment and name, address and telephone number of a party arbitrator of the party initiating the claim;
7. 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);
8. if the Contractor is the initiating party and if the claim is made by a subcontractor, a written statement by the Contractor that it agrees with the merits and amount of the claim; and
9. if the Contractor submits a total cost or modified total cost claim 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 added expenses; and 5) that the Owner, and not anyone else, is responsible for the additional cost.

The notice to arbitrate shall be null and void if it does not include the documents and information set forth in (a) through (i) above, or if received beyond the time allowed by statute for the presentation of a claim to the Board of County Commissioners or filing of a lawsuit, whichever occurs first, presenting the same claims as those presented in the notice to arbitrate. Within **30 calendar days** after receipt of such notice, the party receiving notice shall, in writing to the notifying party, appoint another arbitrator, and, in default of said second appointment, the arbitrator first appointed shall be sole arbitrator and shall proceed in the same manner as hereinafter provided for three arbitrators. When two arbitrators have been appointed as aforesaid, they shall, if possible, agree upon a third arbitrator and shall appoint by notice in writing, signed by both of them given to the Owner and the Contractor. If **30 calendar days** elapse after the appointment of the second arbitrator without notice of appointment of the third arbitrator being given, as aforesaid, then either party may, in writing, require that the American Arbitration Association or the Nevada Arbitration Association appoint the third arbitrator. Upon appointment of a third arbitrator, the three arbitrators shall meet without delay and shall proceed to a determination of the dispute in accordance with the construction industry rules of arbitration of the American Arbitration Association, and with the provisions of the Uniform Arbitration Act, NRS 38.015 B 38.205, inclusive. In the event of a conflict between the two, the Nevada Revised Statutes will prevail. The arbitration panel and/or arbitrator may authorize discovery as provided in NRS 38.08. The expedited procedures contained in the construction industry arbitration rules shall be utilized to the maximum extent possible.

Alternatively, in lieu of the appointment of three arbitrators as set forth above, the parties may stipulate to a sole arbitrator mutually agreeable to both parties. Upon appointment of a sole mutually agreeable arbitrator, the sole arbitrator shall proceed to a determination of the dispute in accordance with the procedure set forth in the previous paragraph.

The decisions of the arbitrator/arbitrators shall be binding on both Owner and Contractor to the extent set forth under Nevada law. Judgment upon any arbitration award or an order for enforcement may be entered by any court having jurisdiction. Owner and Contractor shall each pay their own attorney's fees, party arbitrator fees and all costs and expenses associated with the arbitration including their own costs for preparation of and presentation of all claims prior to and through the arbitration period. The cost for the third arbitrator shall be assessed equally against both parties and shall be paid one-half by Owner and one-half by Contractor. Neither party shall be entitled to an award of interest.

Contractor shall carry on the work and maintain progress during any arbitration, court proceedings or any other dispute including those contained in this General Condition, unless otherwise mutually agreed upon in writing. Binding arbitration conducted in accordance with this General Condition shall take place in Clark County, Nevada.

7.3 FORCE MAJEURE

Contractor shall be excused from performance of the work during the time and to the extent that it is prevented from obtaining, delivering, or performing, by acts of God, fire, war, loss, or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. Contractor shall provide Owner satisfactory evidence that non-performance is due to other than fault or negligence on its part.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

BID FORM

BID NO. 2010-08
Elevator Modernization – 2040 Building

PWP NUMBER: CL-2010-230

_____
(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 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 5% of the Total Base Bid amount.

4. I acknowledge that if I am one of the 3 apparent low bidders at the bid opening, and if I have listed Subcontractor(s) pursuant to NRS 338.141, I must submit Bid Attachment 2 within two hours after completion of the bid opening pursuant to the Instructions to Bidders, and I understand that hand delivery is recommended, and Owner shall not be responsible for lists received after the 2 hour time limit, regardless of the reason. This Attachment will be time stamped by the Contracts Management Department. I understand that submission after the 2 hour time limit is not allowed and will be returned to me and the bid may be deemed non-responsive. I acknowledge that for:

   a. Projects **UNDER** $5,000,000

      1) I need to list **only those subcontractors** which will provide labor/improvements <u>exceeding $50,000.00.</u>

5. 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.

6. 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 Bid Attachment 3, Schedule of Values, via hand delivery, or by fax by 12:00 Noon of the next working day.

7. Upon faxed or mailed receipt of a Notice of Intent to Award the Contract, I will provide the following submittals within 7 days from receipt of the Notice:

   a. Performance Bond, Labor and Material Payment Bond and a Guaranty Bond, 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, Explosion, Collapse and Underground in the amount of $1,000,000, Installation Floater, and workers' compensation insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, as required by law.

8. I acknowledge that if I do not provide the above submittals on or before the 7th calendar day after receipt of the Notice of Intent to Award, or do not keep the bonds or insurance policies in effect or allows them to lapse during the performance of the Contract, I will pay over to the Owner the amount of **<u>$100.00</u>** per day as liquidated damages.

9. 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 the Bidder in any manner sought to secure for themselves an advantage over any other bidder.

10. 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.**

11. 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.

12. 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.

13. 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.

14. 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, _____

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

ITEM NUMBER	ITEM DESCRIPTION	LUMP SUM
1.	ELEVATOR MODERNIZATION – 2040 BUILDING, AS SPECIFIED	$
2.	PERMITS AND FEES BID ALLOWANCE	$ 5,000.00
3.	CONSTRUCTION CONFLICTS AND ADDITIONAL WORK	$ 50,000.00
4.	WARRANTY MAINTENANCE (Lump Sum)	$
5.	INTERIM MAINTENANCE, AS SPECIFIED IN SPECIFICATION Section 1.22 (Lump Sum)	$
	☐ TOTAL BID AMOUNT	$

ADDITIVE ALTERNATES

THE OWNER MAY EXERCISE THE FOLLOWING ITEMS IN ANY ORDER ONLY SUBJECT TO THE AVAILABILITY OF FUNDS. THE ADDITIVE ALTERNATE PRICES QUOTED SHALL REMAIN FIRM FOR THE PERIOD OF 90 CALENDAR DAYS, AS DETAILED IN THE INSTRUCTIONS TO BIDDERS.
WHERE AN ADDITIVE ALTERNATE REQUIRES DELETING ALL OR A PORTION OF THE SPECIFIED ITEM AND ADDING OR SUBSTITUTING AN OPTIONAL ITEM, THE BID AMOUNT SUBMITTED FOR THE ADDITIVE ALTERNATE SHALL BE THE NET COST DIFFERENCE BETWEEN WHAT IS ADDED AND WHAT IS DELETED.

ALTERNATE	ITEM DESCRIPTION	TOTAL
1.	Provide new Geared Traction Machines including all required modifications.	$
2.	Provide new Gearless Traction Machines including all required modifications	$
3.	Provide OEM Components (contractor's alternate) as specified in Specifications, Section 8.01 D	

BID OPTIONS

THE OWNER MAY EXERCISE THE FOLLOWING ITEMS IN SEQUENTIAL ORDER ONLY SUBJECT TO THE AVAILABILITY OF FUNDS. THE BID OPTION PRICES QUOTED SHALL REMAIN FIRM FOR THE PERIOD OF 90 CALENDAR DAYS, AS DETAILED IN THE INSTRUCTIONS TO BIDDERS.
WHERE A BID OPTION REQUIRES DELETING ALL OR A PORTION OF THE SPECIFIED ITEM AND ADDING OR SUBSTITUTING AN OPTIONAL ITEM, THE BID AMOUNT SUBMITTED FOR THE BID OPTION SHALL BE THE NET COST DIFFERENCE BETWEEN WHAT IS ADDED AND WHAT IS DELETED.

BID OPTION	ITEM DESCRIPTION	TOTAL
1.	Replace existing car interior applied wall panels with new plastic laminate applied wall panels, replace existing ceilings with new down light ceiling plastic laminate finish. Replace existing elevator flooring with new, like material.	$

SUBCONTRACTORS EXCEEDING 5% OF BASE BID AMOUNT

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	SUBCONTRACTOR'S FIRM NAME(S)

_____
(Legal Name of Firm)

15. BUSINESS ENTERPRISE INFORMATION:

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

16. BIDDER'S PREFERENCE

☐ (Check box if applicable) I do have a Certificate of Eligibility to receive preference in bidding.

Bidders who do not check the above box shall have 24 hours after the Owner's request to submit a copy of their valid certificate of eligibility.

20.

_____
NAME OF BIDDER (PRINT OR TYPE)

_____
LEGAL NAME OF FIRM AS IT WOULD APPEAR IN CONTRACT

_____
ADDRESS OF FIRM

_____
CITY, STATE, ZIP CODE

_____
TELEPHONE NUMBER

_____
FAX NUMBER

NEVADA STATE CONTRACTOR'S 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_____ ☐ YES. DATE REQUESTED_____:

TODAY'S DATE: _____

_____
SIGNATURE OF BIDDER
(AUTHORIZED REPRESENTATIVE)

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 _____ 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. 2010-08, Elevator Modernization – 2040 Building.**

NOW, THEREFORE,

(a) If said BID shall be rejected, or
(b) If said BID shall be accepted and the Principal Contractor shall deliver a 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 University Medical Center of Southern Nevada.

(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

DESIGNATION OF SUBCONTRACTORS

ONLY SUBCONTRACTORS EXCEEDING $50,000.00 SHALL BE LISTED BELOW:

THE 3 LOW BIDDER(S), MUST SUBMIT THIS FORM IF THEY HAVE SUBCONTRACTOR(S) MEETING THE REQUIREMENTS OF NEVADA REVISED STATUTE 338.141, AND HAVE IT TIME STAMPED WITHIN 2 HOURS AFTER COMPLETION OF THE OPENING OF THE BIDS. SUBMISSIONS AFTER THE 2 HOURS WILL BE REJECTED AND/OR RETURNED UNOPENED. A BIDDER WHICH FAILS TO SUBMIT THE LIST WITHIN THE REQUIRED TIME, REPRESENTS THAT NO SUBCONTRACTOR(S) MEET THE STATUTORY REQUIREMENTS. THE CONTRACTOR SHALL NOT SUBSTITUTE ANY PERSON FOR A SUBCONTRACTOR WHO IS NAMED IN THIS BID, PURSUANT TO NEVADA REVISED STATUTE 338.141. IF A CONTRACTOR DOES NOT SUBMIT THIS LIST AND HAS SUBCONTRACTOR(S) THAT MEET THE STATUTORY REQUIREMENTS, ITS BID SHALL BE DEEMED NOT RESPONSIVE.

DESCRIPTION OF WORK	SUBCONTRACTOR'S FIRM NAME	NV STATE CONTRACTOR'S LICENSE NUMBER

Legal Name of Firm as it would appear in Contract

Telephone Number

Address including City, State and Zip Code

Authorized Signature

BID ATTACHMENT 3

SCHEDULE OF VALUES

THE THREE (3) APPARENT LOWEST BIDDER(S) FOR THE TOTAL BID AMOUNT SHALL SUBMIT THIS FORM INTO THE CONTRACTS MANAGEMENT VIA HAND DELIVERY OR BY FAXING TO (702) 383-2609, BY 12:00 P.M., OF THE NEXT BUSINESS DAY.

THE BIDDER SHALL INDICATE THE TOTAL BID AMOUNT FOR THE ITEMS SPECIFIED BELOW. THIS LIST SHALL NOT BE CONSIDERED ENTIRELY INCLUSIVE. BIDDER(S) AGREE TO PROVIDE, UPON REQUEST, ADDITIONAL INFORMATION WHICH 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.

DIVISION / ITEMS	DESCRIPTION	DOLLAR AMOUNTS
0.1	MOBILIZATION, INCLUDING BONDS, INSURANCES, PERMITS AND FEES (INCLUDING DUST CONTROL PERMITS)	$
1.	GENERAL REQUIREMENTS/OVERHEAD AND PROFIT INCLUDING SUPERVISION; CONSTRUCTION CONFLICTS AND ADDITIONAL WORK	$
2.1	SITE CONDITIONS	$
3.1	CONCRETE	$
4.1	MASONRY	$
5.1	METALS	$
6.1	WOOD AND PLASTICS	$
7.1	THERMAL AND MOISTURE PROTECTION	$
8.1	DOORS AND WINDOWS	$
9.1	FINISHES	$
10.1	SPECIALTIES	$
11.1	EQUIPMENT	$
12.1	FURNISHINGS	$
13.1	SPECIAL CONSTRUCTION	$
14.1	CONVEYING SYSTEMS	$
15.1	MECHANICAL	$
16.1	ELECTRICAL	$
	TOTAL 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 so as 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

EXHIBIT A

BONDS AND INSURANCE REQUIREMENTS AND FORMS

1. BONDS

A. The Successful Bidder shall furnish bonds covering the faithful performance of the Contract, payment of all obligations arising thereunder and a guaranty bond to take effect upon completion of the project, in such a form and amount as the Owner may prescribe. Bonds may be secured through the Successful Bidder'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 University Medical Center of Southern Nevada.

B. Not later than **7 calendar days** after Notification of Award, the Successful Bidder shall furnish contract bonds to the Contracts Management 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 successful Bidder has submitted its required bonds.

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 Successful Bidder 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 a licensed non-resident agent must be countersigned by a resident agent, per Nevada Revised Statute 680A.300.

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. Successful Bidder 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 Successful Bidder has employees.

B. Successful Bidder 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 Successful Bidder shall furnish not later than **7 calendar 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 Successful Bidder, 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 coverages 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 **7 calendar 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 insureds with respect to liability arising out of the activities by or on behalf of the named insured in connection with this project.

1. The Successful Bidder'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.

H. Each insurance policy supplied by the Successful Bidder must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after 30 calendar days prior written notice by certified mail "return receipt requested" has been given to the Owner. This notice requirement does not waive the insurance requirements contained herein.

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 Successful Bidder 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 coverages:

1. Commercial General Liability: Commercial General Liability coverage shall be on "occurrence" basis only and not "claims made." The coverage must be provided either on an ISO Commercial General Liability form or an ISO Broad Form Comprehensive General Liability form. Any exceptions to coverages 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 **7 calendar days** after notice of award. Policies must include, but need not be limited to, coverages 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. 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. Explosion, Collapse, and Underground: Successful Bidder shall provide insurance coverage for explosion collapse and underground hazards with limits of no less than **$1,000,000** combined single limit per occurrence for bodily injury and property damages.

4. Installation Floater: Successful Bidder shall be responsible to provide an installation floater insuring at full replacement value, property, machinery, and equipment that the Contractor has agreed to install on behalf of the Owner. Said insurance shall remain in effect from the moment Contractor possesses said property, in transit and until Owner accepts said property according to the terms and conditions of this contract. Contractor further agrees to disclose to Owner the full replacement value of all property insured and is responsible for all property and any insurance deductibles that may apply to the Installation Floater during their term of this Contract.

5. 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 University Medical Center of Southern Nevada, the Owner, Owner's designated representative, Contractor, Subcontractors, 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 coverages 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 coverages 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 Successful Bidder of its responsibility or limit the amount of their liability to the Owner or other persons and the Successful Bidder 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 Successful Bidder 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.

BUILDER'S RISK/COURSE OF CONSTRUCTION

Builder's 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 Owner, Owner's designated representative, OWNER, Contractor, Subcontractors, 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.

UNIVERSITY MEDICAL CENTER CERTIFICATE OF INSURANCE

ISSUED DAY (MM/DD/YY)

PRODUCER

1. INSURANCE BROKER'S NAME, ADDRESS, CONTACT NAME, PHONE & FAX NUMBERS

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE	3. BEST'S RATING
COMPANY LETTER **A**	
COMPANY LETTER **B**	
COMPANY LETTER **C**	
COMPANY LETTER **D**	
COMPANY LETTER **E**	

COMPANY'S BEST KEY RATING

INSURED

2. SUCCESSFUL BIDDER'S NAME, ADDRESS, PHONE & FAX NUMBERS

COVERAGES

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
4.	GENERAL LIABILITY	(A)	(B)	(C)	GENERAL AGGREGATE	$(D) 2,000,000
	X COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG.	$(E) 2,000,000
	☐ CLAIMS MADE ☒ OCCUR.				PERSONAL & ADV. INJURY	$(F) 1,000,000
	OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE	$(G) 1,000,000
	UNDERGROUND EXPLOSION & COLLAPSE				FIRE DAMAGE (Any one fire)	$(H)
	INDEPENDENT CONTRACTOR				MED. EXPENSE (Any one person)	$(I)
						$
5.	AUTOMOBILE LIABILITY	(J)	(K)	(L)	COMBINED SINGLE LIMIT	$(M) 1,000,000
	X ANY AUTO					
	ALL OWNED AUTOS				BODILY INJURY (Per person)	$
	SCHEDULED AUTOS					
	HIRED AUTOS				BODILY INJURY (Per accident)	$
	NON-OWNED AUTOS					
	GARAGE LIABILITY				PROPERTY DAMAGE	$
	EXCESS LIABILITY				EACH OCCURRENCE	$
	UMBRELLA FORM				AGGREGATE	$
	OTHER THAN UMBRELLA FORM					
6.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS	
					EACH ACCIDENT	$
					DISEASECPOLICY LIMIT	$
					DISEASECEACH EMPLOYEE	$
	OTHER				AGGREGATE	$

7. DESCRIPTION OF BID: BID NO. 2010-08 Elevator Modernization – 2040 Building 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.

8. CERTIFICATE HOLDER

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
C/O CONTRACTS MANAGEMENT
1800 WEST CHARLESTON BOULEVARD
LAS VEGAS, NV 89102

The Certificate Holder is named as an additional insured.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,

9. **APPOINTED AGENT SIGNATURE**
INSURER LICENSE NUMBER _____
ISSUED BY STATE OF _____

SAMPLE

BOND NUMBER: _____
Bid No. 2010-08
University Medical Center of Southern Nevada

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. 2010-08** of the Owner's specifications, entitled **Elevator Modernization - 2040 Building.**

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: _____

_____
(State of Nevada, License Number)

_____
(Appointed Agent Name)

By: _____
(Signature)

Address: _____

_____

Telephone: _____

Countersigned resident agent in Nevada.

Pursuant to Nevada Revised Statute 680A.300:

_____
(Resident Agent)

_____
(State of Nevada, License Number)

_____
(Appointed Agent Name)

By: _____
(Signature)

Address: _____

_____

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).

BOND NUMBER: _____
Bid No. 2010-08
University Medical Center of Southern Nevada

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 Bidding Schedule(s), **BID NO. 2010-08, Elevator Modernization - 2040 Building**.

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: _____

_____
(State of Nevada, License Number)

_____
(Appointed Agent Name)

By: _____
(Signature)

Address: _____

_____

Telephone: _____

Countersigned resident agent in Nevada.

Pursuant to Nevada Revised Statute 680A.300:

_____
(Resident Agent)

_____
(State of Nevada, License Number)

_____
(Appointed Agent Name)

By: _____
(Signature)

Address: _____

_____

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).

BOND NUMBER: _____

Bid No. 2010-08
University Medical Center of Southern Nevada

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. 2010-08, Elevator Modernization - 2040 Building**, 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 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.

Dated: _____
(Notice of Substantial Completion)

Countersigned resident agent in Nevada.

Pursuant to Nevada Revised Statute 680A.300:

_____
(Resident Agent)

_____
(State of Nevada, License Number)

_____
(Appointed Agent Name)

By: _____
(Signature)

Address: _____

_____

Telephone: _____

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

_____
(Principal Contractor)

_____
(Authorized Representative and Title)

By: _____
(Signature)

Surety: _____

_____
(State of Nevada, License Number)

_____
(Appointed Agent Name)

By: _____
(Signature)

Address: _____

_____

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") in determining whether members of the BCC 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 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.

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

Business Designation Group – Indicate if the entity is a Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE), Small Business Enterprise (SBE), Physically-Challenged Business Enterprise (PBE), Large Business Enterprise (LBE) or Nevada Business Enterprise (NBE).

Minority Owned Business Enterprise (MBE):
An independent and continuing business for profit which 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 which 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 which 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.
Nevada Business Enterprise (NBE):
Any business headquartered in the State of Nevada and is owned or controlled by individuals that are not designated as socially or economically disadvantaged.
Large Business Enterprise (LBE):
An independent and continuing business for profit which performs a commercially useful function and is not located in Nevada.

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.

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 has a local office in Nevada, enter the Nevada street address, telephone and fax numbers, and email of the local office.

List of Owners – 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, list all Corporate Officers and members of the Board of Directors only.

For All Contracts –

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 3 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.

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. Include the name of business owner/principal, name of Clark County employee(s), public officer or official, relationship to Clark County employee(s), public officer or official, and the Clark County department where the Clark County employee, public officer or official, is employed.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Type of Business					
☐ Individual	☐ Partnership	☐ Limited Liability Corporation	☐ Corporation	☐ Trust	☐ Other

Business Designation Group (For informational purposes only)					
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ LBE	☐ NBE
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Large Business Enterprise	Nevada Business Enterprise

Business Name:		
(Include d.b.a., if applicable)		
Business Address:		
Business Telephone:		**Email:**
Business Fax:		
Local Business Address		
Local Business Telephone:		**Email:**
Local Business Fax:		

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

"Business 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.

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

Full Name	Title	% Owned (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, children, parent, in-laws or brothers/sisters, half-brothers/half-sister, grandchildren, grandparents, in-laws 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 disclose on the attached Disclosure of Relationship form.)

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 _____

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List any disclosures below:

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE(S)	RELATIONSHIP TO COUNTY* EMPLOYEE	COUNTY 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)

Revised 01/20/10