

1700

CENTENNIAL
BLDG. PRKG. LOT



General Services Department

BRIDGER BUILDING - 10TH FLOOR
225 BRIDGER AVENUE
LAS VEGAS, NEVADA 89155
(702) 455-4425

TO: RALPH BOND-FACILITIES

LETTER OF TRANSMITTAL

DATE: <u>12-21-88</u>	BID NO. <u>CA923-88</u>
RE: <u>CENTENNIAL BUILDING PARKING</u>	

- WE ARE SENDING YOU:
- | | |
|--|--|
| <input type="checkbox"/> Plans | <input type="checkbox"/> Proposals Received _____ |
| <input type="checkbox"/> Specifications | <input checked="" type="checkbox"/> Addendum(s) No. <u>3</u> |
| <input type="checkbox"/> Bid Package | <input type="checkbox"/> Change Order No. _____ |
| <input type="checkbox"/> Invitation to Bid | <input type="checkbox"/> Planholder's List |
| <input type="checkbox"/> Agreement(s) | <input type="checkbox"/> Agenda Item |
| <input type="checkbox"/> Contract(s) | <input type="checkbox"/> Receipt (Check No. _____ Amount \$ _____) |

- THE FOLLOWING:
- 1) _____
 - 2) _____
 - 3) _____
 - 4) _____

- THESE ARE TRANSMITTED AS CHECK BELOW:
- | | |
|--|---|
| <input type="checkbox"/> For Approval | <input type="checkbox"/> As Requested |
| <input type="checkbox"/> For Signature | <input type="checkbox"/> For Review & Comment |
| <input checked="" type="checkbox"/> For Your Information | <input type="checkbox"/> Comments Due _____, 19____ |
| <input type="checkbox"/> Please Forward To _____ | After Signature |

REMARKS: _____

CC - HENRY BUSCH-FACILITIES
MIKE PULLEN-PUBLIC WORKS

SIGNED: NORM OLSON
Title: SENIOR BUYER

IF ENCLOSURES ARE NOT AS NOTED, KINDLY NOTIFY US AT ONCE.

Attachments (____)



General Services Department

EARL HAWKES
DIRECTOR

DONALD L. WOODS, J.D.
PURCHASING & CONTRACTS ADMINISTRATOR

BRIDGER BUILDING - 10TH FLOOR
225 BRIDGER AVENUE
LAS VEGAS, NEVADA 89155
(702) 455-4425

CLARK COUNTY, NEVADA
BID NO. CA 923-88
CENTENNIAL BUILDING PARKING

December 21, 1988

ADDENDUM NO. 3

1. 2.01 ADD ADDITIVE ALTERNATE NO. 1

- A. The Owner wishes to determine in advance the possible cost to include the following Alternate Number 1 listed below:

ALTERNATE NO. 1:

The Contractor shall provide a 1½" (one and one-half inch) overlay of asphalt over the existing parking lot as shown on the drawings and as specified on Sheet A-4.

The Contractor shall remove the existing asphalt and substrate back ten (10) feet from the existing sidewalk and drive on the east end of the parking lot to a depth of 6" (six inches), provide new type II gravel and recompact prior to laying asphalt overlay. Feather existing asphalt at point where removed. Feather new asphalt to existing at alley on west end.

- B.

BASE BID:

For the Base Bid, propose a contract sum completing all areas in a proper condition to receive the Alternate called for, but minus the furnishing and installing of specified Alternate.

- C.

ALTERNATE NO. 1:

On the bid form, propose a contract sum completing the work including furnishing and installing as specified in this Alternate, including patching to match any existing surfaces affected by this work.

2. Delete Page 5-2 and replace with the attached Revised Page 5-2.

Issued by:

NORMAN L. OLSON,
Senior Buyer

NLO/tls

Attachment

- cc: Ralph Bond
- Henry Busch
- Michael O. Pullen
- Don Thompson
- James R. Barber

COMMISSIONERS

Paul J. Christensen, Chairman • Thelie M. Dondaro, Vice-Chairman
Jay Bingham, Manuel J. Cortez, Keren Hayes, William U. Pearson, Bruce L. Woodbury
Donald L. "Pat" Shelmy, County Manager

Bid Proposal
Centennial Building Parking

10. That no verbal agreement or conversation with an officer, agent or employee of the Owner, either before or after the execution of the agreement, shall affect or modify any of the terms or obligations of this Proposal.

11. The bidder hereby acknowledges receipt of the following addenda:

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

12. To perform all work described in the drawings, specifications and other documents for the Centennial Building Parking, as follows:

BASE BID:

\$ _____
Figure Words

ADDITIVE ALTERNATE:

Alternate 1: 1½" Asphalt Overlay over existing Parking Lot

\$ _____
Figure Words

13.

Signature of Bidder	Name of Firm
Name of Bidder (print or type)	Phone Number
Address of Firm	Nevada State Contractor's License Number if applicable
City, State, and Zip Code	Classification Monetary Limitations, if any
Today's Date	Business License: [] Clark County - No. _____ [] City of LV - No. _____



General Services Department

BRIDGER BUILDING 10TH FLOOR
225 BRIDGER AVENUE
LAS VEGAS, NEVADA 89155
(702) 455-4425

TO: RALPH BOND-FACILITIES

LETTER OF TRANSMITTAL

DATE: <u>12-15-88</u>	BID NO. <u>CA923-88</u>
RE: <u>CENTENNIAL BUILDING PARKING</u>	

WE ARE SENDING YOU:

- | | |
|--|--|
| <input type="checkbox"/> Plans | <input type="checkbox"/> Proposals Received _____ |
| <input type="checkbox"/> Specifications | <input checked="" type="checkbox"/> Addendum(s) No. <u>2</u> |
| <input type="checkbox"/> Bid Package | <input type="checkbox"/> Change Order No. _____ |
| <input type="checkbox"/> Invitation to Bid | <input type="checkbox"/> Planholder's List |
| <input type="checkbox"/> Agreement(s) | <input type="checkbox"/> Agenda Item |
| <input type="checkbox"/> Contract(s) | <input type="checkbox"/> Receipt (Check No. _____ Amount \$ _____) |

THE FOLLOWING:

- 1) _____
- 2) _____
- 3) _____
- 4) _____

THESE ARE TRANSMITTED AS CHECK BELOW:

- | | |
|--|---|
| <input type="checkbox"/> For Approval | <input type="checkbox"/> As Requested |
| <input type="checkbox"/> For Signature | <input type="checkbox"/> For Review & Comment |
| <input checked="" type="checkbox"/> For Your Information | <input type="checkbox"/> Comments Due _____, 19____ |
| <input type="checkbox"/> Please Forward To _____ | After Signature |

REMARKS: _____

CC - HENRY BUSCH-FACILITIES
MIKE PULLEN-PUBLIC WORKS

SIGNED: NORM OLSON
Title: SENIOR BUYER

IF ENCLOSURES ARE NOT AS NOTED, KINDLY NOTIFY US AT ONCE.

Attachments (____)



General Services Department

EARL HAWKES
DIRECTOR

DONALD L. WOODS, J.D.
PURCHASING & CONTRACTS ADMINISTRATOR

BRIDGER BUILDING - 10TH FLOOR
225 BRIDGER AVENUE
LAS VEGAS, NEVADA 89155
(702) 455-4425

CLARK COUNTY, NEVADA

BID NO. CA 923-88

CENTENNIAL BUILDING PARKING

December 14, 1988

ADDENDUM NO. 2

The bid opening date is changed to December 29, 1988. Make this change in your bid documents.

Issued by:

NORMAN OLSON
Senior Buyer

NO:rp

Attachments

cc: Ralph Bond
Henry Busch
Michael O. Pullen
Don Thompson
James R. Barber

COMMISSIONERS

Paul J. Christensen, Chairman • Thalia M. Dondero, Vice-Chairman
Jay Bingham, Manuel J. Cortez, Karen Hayes, William U. Pearson, Bruce L. Woodbury
Donald L. "Pat" Shalmy, County Manager



General Services Department

BRIDGER BUILDING - 10TH FLOOR
225 BRIDGER AVENUE
LAS VEGAS, NEVADA 89155
(702) 455-4425

TO: RALPH BOND-FACILITIES

LETTER OF TRANSMITTAL

DATE: <u>12-13-88</u>	BID NO. <u>CA923-88</u>
RE: <u>CENTENNIAL BUILDING PARKING</u>	

WE ARE SENDING YOU:

- | | |
|--|--|
| <input type="checkbox"/> Plans | <input type="checkbox"/> Proposals Received _____ |
| <input type="checkbox"/> Specifications | <input checked="" type="checkbox"/> Addendum(s) No. <u>1</u> |
| <input type="checkbox"/> Bid Package | <input type="checkbox"/> Change Order No. _____ |
| <input type="checkbox"/> Invitation to Bid | <input type="checkbox"/> Planholder's List |
| <input type="checkbox"/> Agreement(s) | <input type="checkbox"/> Agenda Item |
| <input type="checkbox"/> Contract(s) | <input type="checkbox"/> Receipt (Check No. _____ Amount \$ _____) |

THE FOLLOWING:

- 1) _____
- 2) _____
- 3) _____
- 4) _____

THESE ARE TRANSMITTED AS CHECK BELOW:

- | | |
|--|---|
| <input type="checkbox"/> For Approval | <input type="checkbox"/> As Requested |
| <input type="checkbox"/> For Signature | <input type="checkbox"/> For Review & Comment |
| <input checked="" type="checkbox"/> For Your Information | <input type="checkbox"/> Comments Due _____, 19____ |
| <input type="checkbox"/> Please Forward To _____ | After Signature |

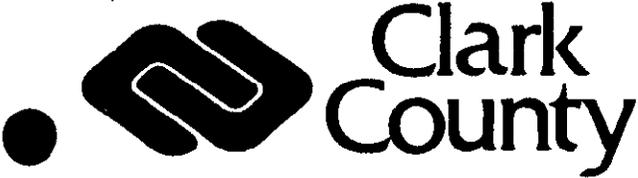
REMARKS: _____

CC - HENRY BUSCH-FACILITIES
MIKE PULLEN-PUBLIC WORKS

SIGNED: NORMAN OLSON
Title: SENIOR BUYER

IF ENCLOSURES ARE NOT AS NOTED, KINDLY NOTIFY US AT ONCE.

Attachments (____)



Clark
County

General Services Department

EARL HAWKES
DIRECTOR

DONALD L. WOODS, J.D.
PURCHASING & CONTRACTS ADMINISTRATOR

BRIDGER BUILDING - 10TH FLOOR
225 BRIDGER AVENUE
LAS VEGAS, NEVADA 89155
(702) 455-4425

CLARK COUNTY, NEVADA
BID NO. CA 923-88
CENTENNIAL BUILDING PARKING

December 12, 1988

ADDENDUM NO. 1

Add Sheet L1, Sprinkler Plan and Planting Plan, and Sheet L2, Details and Specifications to your bid documents.

Issued by:

NORMAN OLSON
Senior Buyer

NO:rp

Attachments

cc: Ralph Bond
Henry Busch
Michael O. Pullen
Don Thompson
James R. Barber

COMMISSIONERS

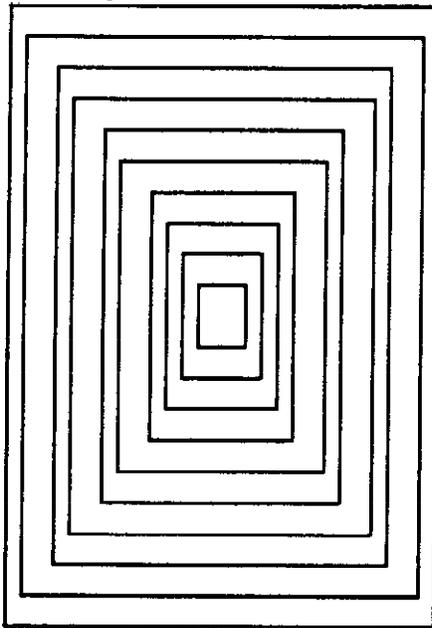
Paul J. Christensen, Chairman • Thalia M. Dondero, Vice-Chairman
Jay Bingham, Manuel J. Cortez, Karen Hayes, William U. Pearson, Bruce L. Woodbury
Donald L. "Pat" Shalmy, County Manager

CONTRACT DOCUMENTS
AND
SPECIFICATIONS

BID NO. CA 923-88

CENTENNIAL BUILDING PARKING

Project # 8807



CLARK COUNTY, NEVADA

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CLARK COUNTY
INVITATION TO BID
BID NO. CA 923-88

CENTENNIAL BUILDING PARKING

THIS PROJECT CONSISTS OF THE DEMOLITION OF EXISTING CANOPY AND CONCRETE DIVIDERS, PATCH EXISTING ASPHALT PAVING, INSTALL PARKING BUMPERS, AND DESIGN, FURNISH AND INSTALL COVERED PARKING

ESTIMATED COST: \$18,000

PREBID CONFERENCE: 9 AM, DECEMBER 14, 1988, to be held in the Clark County General Services Department Conference Room, at the address indicated below. The purpose of the Conference is to review and discuss both the specifications and the County's Minority and Women-Owned Business Policy.

Bids will be received in the Office of the Clark County Director of General Services, Purchasing Division, Bridger Building, Tenth Floor, 225 Bridger Avenue, Las Vegas, Nevada 89155 on December 19, 1988. Bids must be time-stamped at 3:00 PM or before, bids time-stamped at 3:01 PM or after will be returned to the bidder. (Overnight Mail must use 89101 as zip code.)

Specifications are available at the above address at no charge, if specifications are to be mailed there is a nonrefundable charge of \$2.

BOARD OF COMMISSIONERS
CLARK COUNTY, NEVADA

Published: Las Vegas Sun

Las Vegas Sentinel-Voice

December 9, 1988

December 15, 1988

SPECIAL NOTE TO ALL RECIPIENTS OF THIS INVITATION

You have received this Invitation to Bid because you are listed on our Bidder's List for this category. To remain in this specific category, you must do one of the following before the Bid Opening.

1. Pick up a set of bid documents, if applicable.
2. Submit a Bid.
3. Return the Invitation to Bid marked "No Bid." Your envelope must be clearly marked with the bid number and the words "No Bid." Only one "No Bid" is to be submitted per envelope. Fill in your name and address on the lines provided below.

To be removed from this category, do not respond. To be added to a new category or to change information in our files, including change of address, a new Bidder's Application will be necessary.

Company Name _____

Address _____

INSTRUCTIONS TO BIDDERS
BID NO. CA 923-88
CENTENNIAL BUILDING PARKING

1. **DEFINITIONS:**

1.1 Bidding Documents: Bidding Documents include the Invitation to Bid, Instructions to Bidders, General Provisions, General Conditions, the Bid Form, bond and contract forms, the proposed Contract including Exhibits thereto, any Addenda issued prior to the date designated for receipt of bids, and the Corporate or Partnership Certificate, as applicable.

1.2 Addendum: An Addendum is a written or graphic instrument issued by the Owner via the Clark County General Services Office prior to the submission of bids which modifies or interprets the bidding documents by additions, deletions, clarifications, or corrections or other type of modifications. All addenda will become part of the Contract Documents when the Contract is executed.

1.3 Contractor: The term "Contractor" shall mean the person or entity identified as such in the Contract and is referred to throughout the Contract Documents. Contractor shall mean the Contractor or his authorized representative.

1.4 Engineer: The Chief Engineer of the Owner or other person designated by the Board of County Commissioners acting directly or through his duly authorized representative.

1.5 Subcontractor: Any individual, firm, or corporation to whom the Contractor, with the consent of the Owner, sublets any part of the contract.

2. **BIDDER'S REPRESENTATION:**

2.1 Each Bidder by submitting his Bid represents that:

2.1.1 He has read and understands the Bidding Documents and that his Bid is made in accordance therewith.

2.1.2 He has visited the site and familiarized himself with the local conditions under which the work is to be performed.

2.2 Nevada State Contractor's Board Licensing

2.2.1 Bidders and their proposed subcontractors of any tier for this work shall be qualified and licensed for this particular work by the Nevada State Contractor's Board prior to time of submission of the bid. Failure to comply shall be grounds for disqualification. Nevada Contractor's License type, number, and dollar limit must be indicated where requested for both the Contractor and his designated subcontractors. Disputes concerning licensing requirements shall be directed to the Nevada State Contractor's Board. The decision of the Nevada State Contractor's Board shall be final.

Instructions to Bidders
Centennial Building Parking

3. **BIDDING DOCUMENTS:**

3.1. Addenda

3.1.1 Addenda will be mailed or delivered to all who are known by the Contract Administrator to have received a complete set of Bidding Documents.

3.1.2 Copies of Addenda will be made available for inspection at the Clark County General Services Department where Bidding Documents are on file for that purpose.

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

3.2 Statement of Participation in Contracts: EEO

3.2.1 The statement entitled, "Bidder's Statement of Participation in Contracts Subject to Nondiscrimination Clause," shall be submitted with Bid Proposal.

3.3 Corporate or Partnership Certificates

3.3.1 Bidders shall submit with the Bid Proposal the appropriate certificate with the Bid Proposal.

3.4 Bid Security:

3.4.1 Each Bid shall be accompanied by a bid security (in the form of, at Bidder's option, of a Cashier's Check, Certified Check, Money Order or Bid Bond in favor of the Owner) in the amount of Five Percent (5%) of the bid amount, pledging that the Bidder will within 10 days after Notice of Award, enter into a contract with the Owner on the terms stated in his Bid and will furnish bonds as described hereunder in Section 6 covering the faithful performance of the Contractor and the payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds, the amount of the bid security may be forfeited to the Owner as liquidated damages, not as penalty. All checks and money orders must indicate the Payee as Clark County and reflect the complete bid number.

3.4.2 The Bond shall be written on either a standard Bid Bond form or the enclosed form, 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 power of attorney.

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

Instructions to Bidders
Centennial Building Parking

3.5 Bid Documents Necessary for Submittal:

3.5.1 These documents, together, comprise a Bid. The BID FORM and all STIPULATED ATTACHMENTS, THE BID SECURITY, AND THE PARTNERSHIP OR CORPORATE CERTIFICATE shall be included in the envelope containing the bid. Omission of or failure to complete any portion of the required documents at the time of Bid Opening may be cause to reject the entire bid. (As a general rule, all bidders should include in their bid submittal any document which requires a written response.

4. **BIDDING PROCEDURE:**

4.1 Submission of Bids:

4.1.1 The Proposal Form and accompanying documents shall be enclosed in a sealed opaque envelope. The envelope shall be addressed as follows:

Clark County General Services Department
Bridger Building, Tenth Floor
225 Bridger Avenue
Las Vegas, Nevada 89155

Bid Number: CA 923-88
For: Centennial Building Parking

The name and address of the Bidder shall appear in the upper left hand corner. No responsibility will attach to the Owner or any official or employee thereof, for the preopening of, postopening of, or the failure to open a proposal not properly addressed and identified.

5. **CONSIDERATION OF BIDS AND AWARD OF CONTRACTS:**

5.1 Rejection of Bids

5.1.1 The Board of Clark County Commissioners reserves the right to waive any informality or irregularity in any Bid received, to reject any and/or all Bids, and to rebid.

6. **BONDS AND INSURANCE**

6.1 The Contractor shall furnish bonds covering the faithful performance of the Contract, payment of all obligations arising thereunder and a guaranty bond to take effect upon completion of the project, in such a form and amount as the Owner may prescribe. Bonds may be secured through the Contractor's usual sources provided the surety is authorized and licensed to do business in the State of Nevada.

Prior to execution of a Contract, and not later than ten (10) calendar days after notification of award, the successful Bidder shall furnish contract bonds to the Clark County General Services Department as follows:

Instructions to Bidders
Centennial Building Parking

Labor and Material Payment Bond in the amount of 100 percent of the contract price.

Performance Bond in the amount of 100 percent of the Contract price.

Guaranty Bond in the amount of 100 percent of the Contract price. The Guaranty Bond will go into effect when the Notice of Completion is approved by the Board of County Commissioners.

6.2 Form of Bonds

6.2.1 The Bonds referred to in Section 6.1.1 shall be written on the Performance Bond, Labor and Material Payment Bond, and Guaranty Bond forms provided by Owner.

6.2.2 The 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.

6.2.3 Any Labor and Material Payment Bond, Performance Bond or Guaranty Bond prepared by a licensed nonresident agent must be countersigned by a resident agent as per the provisions of NRS 680A.300.

6.3 Insurance:

6.3.1 Prior to execution of a Contract, and not later than ten (10) calendar days after notification of award, the successful Bidder shall furnish certificates of insurance as indicated below. The certificates for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada.

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

6.3.3 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. The adequacy of the insurance supplied by the Contractor, including the rating and financial health of each insurance company providing coverage, is subject to the approval of the Owner.

6.3.4 Contractor shall furnish renewal certificates 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 notice for renewal will be submitted to the Contractor 30 days in advance of the expiration date shown on the certificate of insurance. A second request will be mailed if the certificate is not received within 10 days. If, within 20 days from the date of the notice of renewal, the certificate has still

Instructions to Bidders
Centennial Building Parking

not been provided, the Owner may declare the Contractor in default of its obligation under this paragraph.

6.3.5 Owner, its officers, employees 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.

6.3.6 The Contractor's insurance shall be primary as respects Owner, its officers, employees 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.

6.3.7 Each insurance policy supplied by the Contractor must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after 30 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.

6.3.8 All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. No deductible or self-insured retention may exceed \$10,000.

6.3.9 If aggregate limits are imposed on the insurance coverage, then the amount of such limits must not be less than \$1,000,000 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.

6.3.10 The Contractor shall obtain and maintain, for the duration of the Contract or longer period if specified herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its 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:

6.3.10.1 General Liability: 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 certificate. If other than these forms are submitted as evidence of compliance, complete copies of such policy forms must be submitted to Owner within 10 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

Instructions to Bidders
Centennial Building Parking

\$500,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages.

6.3.10.2 Auto Liability: Automobile Liability must provide coverage for claims for damage because of 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 \$500,000 combined single limit "per accident" for bodily injury and property damage.

6.3.10.3 Builder's Risk: The Contractor will provide Builder's Risk or Cost of Construction Insurance insuring on an "all risk" basis, with a limit equal to the maximum probable loss and covering the project and all materials and equipment to be incorporated therein on-site only and insuring the interests of the Owner, Contractor and their Subcontractors of any tier, providing equipment, materials or services for the project. Waiver of subrogation between all named insured will be included.

6.3.11 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.

6.3.12 The insurance requirements specified herein do not relieve the Contractor of his responsibility or limit the amount of his liability to the Owner or other persons and the Contractor is encouraged to purchase such additional insurance as he deems necessary.

6.3.13 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.

6.3.14 The Contractor will pay all premiums and costs of insurance.

6.3.15 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 for any attorney's fees or other costs of defense, even if the allegations of the claim are groundless, false or fraudulent.

Instructions to Bidders
Centennial Building Parking

7. **NOTICE TO PROCEED**

7.1 After receipt of all required post-bid information, the General Services Department will authorize the using department to issue a Notice to Proceed. The using department will issue the Notice to Proceed within forty-five (45) calendar days after authorization by the General Services Department.

8. **TIME: COMPLETION OF PROJECT**

8.1 The successful bidder, upon becoming the Contractor after having entered into a contract with the Owner, shall commence the work to be performed under the Contract on the date set by the Owner in the written Notice to Proceed, continuing the work in accordance with the approved schedule and shall complete the entire work within **45 calendar days** after the date of receipt of the Notice to Proceed. Further, separable portions of the work may be subject to milestone or specific dates as established and described on an attachment to the Bid Form. The successful Bidder shall complete all work or separable portions of work in accordance with specified milestones or specific dates and in accordance with these specifications.

8.1.1 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, 1986 Edition, and revisions thereto.

9. **MISCELLANEOUS**

9.1 Contractor's Performance of Work

9.1.1 The successful 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.

9.2 Prebid Conference

9.2.1 A Prebid Conference will be held in the Clark County General Services Department Conference Room, Bridger Building, Las Floor, 225 Bridger Avenue, Las Vegas, Nevada at 9 AM, December 14, 1988. The purpose of the Conference is to review and discuss both the specifications and the County's Minority and Women-Owned Business Policy.

9.3 Designated Contacts

9.3.1 The designated contact for questions pertaining to the services or equipment or arrangements to visit the site is Ralph Bond, Architect, telephone number (702) 383-2735.

Instructions to Bidders
Centennial Building Parking

9.3.2 For any further information on this Invitation to Bid, contact Norman Olson, Buyer, telephone number (702) 455-4425, Clark County General Services Department, Bridger Building, Tenth Floor, 225 Bridger Avenue, Las Vegas, Nevada 89155.

9.4 Liquidated Damages

8.4.1 In case of failure on the part of the Contractor to complete the work within the time(s) specified in the Contract, or with such additional time(s) as may be granted by formal action of the Board of County Commissioners or fails to prosecute 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 for each calendar day of delay until such reasonable time as may be required for final completion of the work, together with any increased costs incurred by the Owner in completing the work.

ACORD CERTIFICATE OF INSURANCE

SET TAB STOPS AT ARROWS
ISSUE DATE (MM/DD/YY)

PRODUCER

INSURED

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		BEST'S RATING
COMPANY LETTER A		
COMPANY LETTER B		
COMPANY LETTER C		
COMPANY LETTER D		
COMPANY LETTER E		

COVERAGES

THIS IS TO CERTIFY THAT 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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIABILITY LIMITS IN THOUSANDS	
					EACH OCCURRENCE	AGGREGATE
	GENERAL LIABILITY					
<input checked="" type="checkbox"/>	COMPREHENSIVE FORM				BODILY INJURY	\$
<input checked="" type="checkbox"/>	PREMISES/OPERATIONS UNDERGROUND EXPLOSION & COLLAPSE HAZARD				PROPERTY DAMAGE	\$
<input checked="" type="checkbox"/>	PRODUCTS/COMPLETED OPERATIONS				BI & PD COMBINED	\$
<input checked="" type="checkbox"/>	CONTRACTUAL					
<input checked="" type="checkbox"/>	INDEPENDENT CONTRACTORS					
<input checked="" type="checkbox"/>	BROAD FORM PROPERTY DAMAGE				PERSONAL INJURY	\$
<input checked="" type="checkbox"/>	PERSONAL INJURY					
	AUTOMOBILE LIABILITY					
<input checked="" type="checkbox"/>	ANY AUTO				BODILY INJURY (PER PERSON)	\$
<input type="checkbox"/>	ALL OWNED AUTOS (PRIV PASS)				BODILY INJURY (PER ACCIDENT)	\$
<input type="checkbox"/>	ALL OWNED AUTOS (OTHER THAN PRIV PASS)				PROPERTY DAMAGE	\$
<input type="checkbox"/>	HIRED AUTOS				BI & PD COMBINED	\$
<input type="checkbox"/>	NON-OWNED AUTOS					
<input type="checkbox"/>	GARAGE LIABILITY					
	EXCESS LIABILITY					
<input type="checkbox"/>	UMBRELLA FORM				BI & PD COMBINED	\$
<input type="checkbox"/>	OTHER THAN UMBRELLA FORM					
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY					
					STATUTORY	
					\$	(EACH ACCIDENT)
					\$	(DISEASE-POLICY LIMIT)
					\$	(DISEASE-EACH EMPLOYEE)
	OTHER IF CONTRACT REQUIRES BUILDER'S RISK OR INSTALLATION FLOATER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

BID NO. _____

PROJECT: _____

~~CLARK COUNTY, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS~~

ARE INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

CERTIFICATE HOLDER

CLARK COUNTY
C/O GENERAL SERVICES
BRIDGER BUILDING, TENTH FLOOR
225 BRIDGER AVENUE
LAS VEGAS NV 89155

CANCELLATION

or coverage reduced

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL SEND BY REGISTERED MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BY SIGNING THIS NOTICE SHALL THE CERTIFICATE HOLDER OR HIS OR HER AUTHORIZED REPRESENTATIVE

_____ AUTHORIZED REPRESENTATIVE

GENERAL PROVISIONS

BID NO. CA 923-88

CENTENNIAL BUILDING PARKING

1. **INCLUSION OF "INVITATION TO BID"**

The Invitation to Bid, as advertised, will be considered an inclusion of the specifications and conditions.

2. **TERMS "OWNER" AND "GOVERNING BODY"**

The term "Owner" as used throughout these documents will mean County of Clark, Las Vegas, Nevada. The term "Governing Body" as used throughout these documents will mean the Clark County Board of Commissioners.

3. **PREPARATION OF FORMS**

Bid Proposals will be submitted on the forms provided by Owner. All figures must be written in ink or typewritten. Figures written in pencil or erasures are not acceptable. However, mistakes may be crossed out, corrections inserted adjacent thereto and initialed in ink by the person signing the Proposal. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail.

4. **LATE BIDS**

Formal, advertised bids indicate a time by which the bids must be received in the General Services Department. These bids are time-stamped upon receipt. Bids received after that time will be returned, unopened, to the bidder.

5. **WITHDRAWAL OF BID**

Bidders may request withdrawal of a posted, sealed proposal prior to the scheduled bid opening time provided the request for withdrawal is submitted to the Director of General Services in writing. No bids may be withdrawn for a period of sixty (60) calendar days after the date of bid opening.

6. **REJECTION OF BID**

Owner reserves the right to reject any and all bids received by reason of this request.

7. **INCONSISTENCIES IN CONDITIONS**

In the event there are inconsistencies between the General Provisions and other bid terms or conditions contained herein, the former will take precedence.

8. **ADDENDA AND INTERPRETATIONS**

If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders. Owner is not bound by any oral representations, clarifications, or changes made in the written specifications by Owner's employees, unless such clarification or change is provided to bidders in written addendum form from the Director of General Services.

9. **LOWEST RESPONSIVE AND RESPONSIBLE BIDDER**

All bids will be awarded to the lowest responsive and responsible bidder. The determination of the lowest responsive and responsible bidder may involve all or some of the following factors: price, conformity to specifications, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs, and other objective and accountable factors which are reasonable.

10. **DISQUALIFICATION OF BIDDERS**

Bidders may be disqualified and rejection of Proposals may be recommended to the Owner for any of (but not limited to) the following causes:

- a. Failure to use the proposal form furnished by the Owner.
- b. Lack of signature by an authorized representative on the proposal form.
- c. Failure to properly complete the proposal.
- d. Evidence of collusion among proposers.
- e. Omission of proposal guarantee.
- f. Submittal of an uncertified personal or company check as a proposal guarantee.
- g. Unauthorized alteration of bid form.

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

11. **ASSIGNMENT OF CONTRACTUAL RIGHTS**

It is agreed that the successful bidder 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 previous written consent of Owner and any sureties.

12. **TAXES**

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

General Provisions
Centennial Building Parking

13. **FEDERAL, STATE, LOCAL LAWS**

All bidders will comply with all Federal, State and local laws relative to conducting business in Clark County including, but not limited to, licensing, labor and health laws, and including NRS 338.010 through 338.180, 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.

14. **INDEMNITY**

The successful bidder agrees, by entering into this contract, to defend, indemnify and hold Owner harmless from any and all causes of action or claims of damages arising out of or related to bidder's performance under this contract.

15. **COLLUSION CLAUSE**

Any 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, will render the bids of such bidders void.

Advance disclosures of any information to any particular bidder which gives that bidder any advantage over any other interested bidder, in advance of the opening bids, 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, will operate to void all proposals of that particular bid solicitation or request.

16. **MINORITY BUSINESS CLAUSE**

Minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, or national origin in consideration for an award.

17. **AFFIRMATIVE ACTION PROGRAM**

Pursuant to Executive Order 11246, as amended, Owner does have an Affirmative Action Program in connection with Equal Employment Opportunities. It is recommended that those bidders who have not initiated an Affirmative Action Program give consideration toward pursuing such a Program.

18. **PROTESTS**

Any actual or prospective bidder, offeror or contractor who is allegedly aggrieved in connection with the solicitation or award of a contract may protest. The protest will be submitted in writing to the Director of General Services, within seven (7) days after such aggrieved person knows or should have known of the facts giving rise thereto. If the protest is not resolved by

General Provisions
Centennial Building Parking

mutual agreement, the Director of General Services will promptly issue a decision in writing to the protestant and any other party intervening. If the protestant wishes to appeal the decision rendered by the Director of General Services, such appeal must be made to the governing body, through the Director of General Services. The decision of the governing body will be final. The governing body need not consider protests unless this procedure is followed.

GENERAL CONDITIONS
BID NO. CA 923-88
CENTENNIAL BUILDING PARKING

GC.1 STANDARDS AND CODES

Wherever references are made in the Contract to standard 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, 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.

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, 1986 Edition and revisions thereof, or latest adopted Edition of the Uniform Building Code, Plumbing Code, Electrical Code, Fire Code and Mechanical Code.

In case of conflict among any referenced standards and codes or between any referenced standards and codes and the TECHNICAL SPECIFICATIONS, reference is made the Section 105; Subsection 105.4 of the Uniform Standard Specifications for Public Works Construction, Off-Site Improvements, Clark County Area, Nevada, 1986 Edition, and revisions thereto, unless otherwise specified in the General Conditions.

GC.2 PERMITS AND FEES

The Contractor will be responsible for all permits and fees for execution of contract. The Owner will be responsible for plan check.

GC.3 AIR POLLUTION

The Contractor shall so perform its work as not to discharge into the atmosphere from any source whatever 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 including, but not limited to:

Nevada Revised Statute 445: Air Quality Regulation

Registering with the Clark County Health Department, Air Pollution Board, any equipment requiring operating permits by said Board;

Adhering to all Clark County Air Pollution Board Regulations.

GC.4 FIRE PREVENTION

Contractor shall conform to 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.

General Conditions
Centennial Building Parking

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.

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 know-how for proper use.

GC.5 ARBITRATION

All claims, disputes, or other questions that may arise between the Owner and Contractor concerning any provisions of this Contract which cannot otherwise 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. The decision to arbitrate or litigate shall be at the sole discretion of the Owner. The Owner, by written notice to the Contractor, received before litigation is commenced, may demand arbitration and may appoint any arbitrator. The notice to arbitrate shall be null and void if received beyond the time allowed by statute for the filing of a lawsuit presenting the same claims as those presented in the notice to arbitrate. Within five (5) days after receipt of such notice, the Contractor shall, by written notice to the Owner, 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 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 fifteen (15) days shall 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 appoint the third arbitrator. Upon appointment of the 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 the American Arbitration Association. If the award sustains the position of the Owner, the fees and expenses of the arbitration proceedings shall be assessed against and be paid for by the Contractor. If the award sustains the position of the Contractor or if the award does not sustain the position of either party, the fees and expenses of the arbitration proceedings shall be assessed equally against both parties and shall be paid one-half by the Owner and one-half by the Contractor.

The Contractor shall carry on the work and maintain progress during any arbitration, court proceedings or any other disputes excluding those contained in this Section unless otherwise mutually agreed upon in writing. Arbitration conducted in accordance with this provision shall take place in Clark County, Nevada.

GC.6

WARRANTY

Unless otherwise provided elsewhere in the Contract, all materials and equipment incorporated into any work covered by the contract shall be new and, where not specified, 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 and workmanship (unless furnished by Owner), for a period of twelve months (unless longer guarantees or warranties are provided for elsewhere in the contract in which case the longer guarantees or warranties are provided for in the contract in which case the longer periods of time shall prevail) from and after final acceptance under the contract, 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.

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, replacement and testing, including the removal, necessary to gain access, shall be borne by Contractor.

Contractor warrants such redesigned, repaired or replaced work against defective design, materials and workmanship for a period of twelve 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.

GC.7

INDEMNITY

Contractor hereby indemnifies and shall defend and hold harmless Owner, its representatives and their employees (or their authorized representatives) 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 or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence whether active or passive of Contractor, of anyone acting under its direction or control, or on 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 to the fullest extent permitted by law, but in no event shall they apply to liability caused by the sole negligence or willful misconduct of the party indemnified or held harmless.

GC.8 PATENT INDEMNITY

Contractor hereby indemnifies and shall defend and hold harmless Owner and its representatives respectively from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by Owner and its representatives, 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 representatives; provided that Owner or its representatives 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 representatives.

Contractor shall have the right, in order to avoid such claims or actions, to substitute at its expense noninfringing equipment, materials, or processes, or to modify such infringing equipment, materials and processes so they become noninfringing, 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.

GC.9 DELIVERY, UNLOADING AND STORAGE

Contractor shall receive, unload, store in a secure place, and deliver from storage to the construction site all materials and plant 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.

GC.10 SUBSTITUTIONS

GC.10.A Policy:

Prior to proposing any substitute material, product, thing or service, Contractor shall satisfy itself that the material, product, thing or service proposed is, in fact, equal to that specified, that such material, product or thing will fit into the space allocated, that such material, product or thing affords comparable ease of operation, maintenance and service, that the appearance, longevity and and that by reason of cost savings, reduced construction time, or similar demonstrable benefit, the substitution of such material, product, thing or service will be in Owner's interest.

The burden of proof of equality of a proposed substitution for a specified material, product, thing or service shall be upon Contractor. Contractor shall support its request with sufficient test data and other means to permit Owner to

General Conditions
Centennial Building Parking

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, thing 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.

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.

Substitute materials 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 or method.

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

GC.10.B Procedure

Should the Contractor wish to use any material, product, thing or service other than those specified by brand or trade name, he shall, within 10 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, thing or service. If the Contractor fails to submit written requests or data, no substitutions will be allowed. The submission of a request to substitute a material, product, thing or service incurs no obligation on the part of the Owner to accept such substitute or on the part of the Architect or Engineer to construe 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, thing or service. No substitution will be allowed which will increase the contract sum.

GC.11 LABOR

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 Chapter 338 of the Nevada Revised Statutes, which is entitled, "Employment and Bids on Public Works." 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 COMMISSION FOR SOUTHERN NEVADA, whenever the actual value of the contract totals \$100,000 or more. A copy of the rates are attached hereto and included herein. Please note that if

General Conditions
Centennial Building Parking

a Change Order causes a contract to exceed the \$100,000 the State Labor Commission will audit the entire contract period. All work necessary to be performed after regular working hours, on Sundays or Legal Holidays, shall be performed without additional expense to the Owner.

The Contractor hereby agrees to forfeit as a penalty to the Owner, \$5 for each workman employed, for each calendar day or portion thereof, that such workman is paid less than the designated rate for any works done under the contract, by his or any subcontractor under him, pursuant to NRS 338.060.

The Contractor shall comply with the Copeland Anti-Kick Back Act (19 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 he is otherwise entitled.

GC.12 RELEASE OF RETENTION

GC.12.A From the dollar amount of work in place, ten percent (10%) retention will be deducted from each monthly progress payment.

GC.12.B Upon completion of fifty percent (50%) of the work in place and, if in the opinion of the Project Engineer, the work is progressing satisfactorily, retention monies will be suspended at ten percent.

The aforementioned retention amount will be withheld for forty (40) days following the Board of County Commissioners' approval of the Notice of Completion in order to allow for advertising liens.

Unless otherwise specified by applicable law, Owner shall, within twenty (20) calendar days following completion of the forty (40) day advertising period and after submittal of such payment request, pay to Contractor the retention amount then remaining due, provided that the following conditions are met:

GC.12.B.1 All punch list items have been completed.

GC.12.B.2 A Certificate of Occupancy has been received (if applicable).

GC.12.B.3 Final record drawings and specifications have been submitted (if applicable).

GC.12.B.4 Applicable releases have been received for any lien properly filed with the Recorder's Office.

GC.12.B.5 No premium delinquency exists with the Nevada State Industrial Insurance System as evidenced by receipt of a final certificate after audit.

GC.12.B.6 All required documentation has been submitted to the Nevada State Labor Commissioner and approved as evidenced by a letter of release.

General Conditions
Centennial Building Parking

Upon completion of the lien advertising period, the Owner may at its discretion, withhold only the estimated portion of the retention monies needed to finish any of the six uncompleted conditions. The difference of the retention may then be paid.

GC.13 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.

GC.14 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.

GC.15 DISPUTES

Any dispute relating to this Contract after award shall be resolved through good faith efforts upon the part of Contractor and Owner. At all times, Contractor shall carry on the work and maintain his 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 Number GC.5 entitled, "ARBITRATION".

GC.16 RESPONSIBILITY FOR WORK SECURITY

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 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, and equipment facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such conditions.

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

General Conditions
Centennial Building Parking

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.

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.

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. Thereafter, and before it begins such work, Contractor 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.

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.

GC.17 RECORD DRAWINGS AND SPECIFICATIONS

GC.17.A Drawings:

GC.17.A.1 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.

GC.17.A.2 Final Records: When specified or required upon completion of work, Contractor shall furnish to Owner a complete set of marked-up as-builts with RECORD clearly printed on each sheet. Owner, at its expense, will furnish Contractor with drawings for mark-up by Contractor. Contractor shall accurately and neatly transfer all deviations from progress as-builts to final as-builts. As-built drawings shall be provided where specified and as required to reflect as-built conditions.

GC.18 CLEANING UP

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

General Conditions
Centennial Building Parking

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 foregoing, the same may be accomplished by Owner at the Contractor's expense.

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, 1986 Edition, and revisions thereto.

GC.19 FINAL INSPECTION AND ACCEPTANCE

When Contractor considers that all work under the Contract is complete, Contractor shall so 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.

The date of final acceptance of the project by the Owner shall be the date upon which the Governing Body accepts and approves the Notice of Completion and authorizes recording of said Notice of Completion by the Clark County Recorder's Office as provided in NRS 108.118 or as amended.

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 systems, equipment, or other specific items of work.

GC.20 MINORITY AND WOMEN-OWNED BUSINESS UTILIZATION

At the Board of County Commissioners meeting on October 4, 1983, the Board adopted a Resolution to promote and encourage a greater degree of participation of minority and women-owned businesses in the Clark County procurement process for construction projects, commodities and services. The Board of County Commissioners wishes to ensure that those businesses owned and operated by minorities are afforded the opportunity to fully participate in the overall procurement process of Clark County.

Therefore, we expect all general contractors to solicit minority and women-owned business firms as subcontractors and material suppliers. All general contractors shall make a good faith effort to work with the Clark County Purchasing Department to fulfill our joint commitment to these business enterprises. Only through this combined effort, can we create a business climate favorable to all the citizens of Clark County. Thank you for your cooperation and if there are any questions, please contact Wayne Wedlow, Minority Business Coordinator, at (702) 455-4425.

General Conditions
Centennial Building Parking

Names of MBE/WBE Subcontractors, if any, shall be listed on the "MBE/WBE Subcontractors Information" form, in the spaces provided, indicating the type and dollar amount of the work the subcontractor will be accomplishing.

CLARK COUNTY, NEVADA

BID PROPOSAL
BID NO. CA 923-88
CENTENNIAL BUILDING PARKING

(NAME)

(ADDRESS)

THE UNDERSIGNED PROPOSES AND AGREES:

1. To complete all work for which a contract may be awarded to him and to furnish any and all labor, equipment, materials, transportation, and other facilities required for the services as set forth in the Proposal and Contract Documents.
2. That he has examined the Contract Documents and the site(s) for the proposed work and satisfied himself as to the character, quality of work to be performed, materials to be furnished and as to the requirements of the specifications.
3. That Bid Bond in the amount of Five Percent (5%) of the bid amount is enclosed in a form as specified by the Owner.
4. That a Performance Bond, Labor and Material Payment Bond and a Guaranty Bond, for one hundred percent (100%) of the contract price will be provided as required if awarded the contract.
5. That this Proposal is genuine and is not sham or collusive, or made in the interest of, or on behalf of any person not herein named, nor he in any manner sought to secure for himself an advantage over any other bidder.
6. He further proposes and agrees that if his bid is accepted he will commence to perform the work called for by the plans and Contract Documents within ten calendar days after Notice to Proceed is issued and will complete all work within 45 calendar days.
7. He further proposes and agrees that he will accept as full compensation for the work to be performed the price written in the Bid Schedule below.
8. That he has carefully checked the figures below and that Owner will not be responsible for any error or omissions in the preparation of this Bid.
9. That he attached hereto the following required submittals:
 - a. Statement on Participation in Contracts Subject to Nondiscrimination Clause
 - b. Corporate or Partnership Certificate, as applicable

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STATEMENT ON PARTICIPATION IN CONTRACTS
SUBJECT TO NONDISCRIMINATION CLAUSE

The bidder shall complete the following statements by checking the appropriate boxes.

The bidder has () has not () participated in previous contracts subject to the nondiscrimination clause prescribed by Executive Order 10925, or Executive Order 11114, or Executive Order 11246.

The bidder has () has not () submitted compliance reports in connection with any such contract as required by applicable instructions, due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

If the bidder has participated previously in a contract subject to the nondiscrimination clause and has not submitted compliance reports due under applicable filing requirements, the bidder shall submit a compliance report on Standard Form 100, "Employee Information Report, EEO-1" prior to the award of the Contract.

(BIDDER)

BY:

(SIGNATURE AND TITLE)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto CLARK COUNTY, 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 _____, 19__.

The condition of the above obligation is such that whereas the Principal has submitted to CLARK COUNTY, NEVADA a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the CENTENNIAL BUILDING PARKING,

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto properly completed in accordance with said BID, and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID,

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

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

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

Bond must be acceptable to Clark County.

_____(L.S.) _____
Principal Surety

by: _____

IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST APPEAR ON THE TREASURY DEPARTMENT'S MOST CURRENT LIST (CIRCULAR 570 AS AMENDED) AND BE AUTHORIZED TO TRANSACT BUSINESS IN THE STATE WHERE THE PROJECT IS LOCATED.

CORPORATE CERTIFICATE

I, _____, certify:

1. That I am the _____ of the Corporation named in the
(Officer)
foregoing Contract; and
2. That _____, who signed the said contract on behalf
of the contractor was then _____ of the said
corporation; and
3. That said contract was duly signed for and in behalf of said Corporation
by authority of its governing body, and that such authority is within
the scope of its corporate powers.
4. _____ is a corporation
(Name of Firm)
organized and existing under the laws of the State of _____.

Signature

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PARTNERSHIP CERTIFICATE

STATE OF NEVADA)
)ss
COUNTY OF CLARK)

_____, being first duly sworn, deposes and says;
that he is a member of the partnership firm designated as _____
_____ and named in the foregoing contract. That he
has been duly vested with authority to make and sign instruments for the
partnership by _____,
who constitute the other members of the partnership.

Signature _____

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal
this _____ day of _____, 19__.

NOTARY PUBLIC IN AND FOR THE COUNTY OF
CLARK, STATE OF NEVADA

C O N T R A C T

THIS CONTRACT, made and entered into this _____ day of _____, 19____, between CLARK COUNTY, a political subdivision of the State of Nevada, hereinafter referred to as the "OWNER" and _____ (a Corporation organized and existing under the laws of the State of _____), (a Partnership consisting of _____), (an Individual trading as _____), of the City of _____, in the State of _____), hereinafter referred to as the "CONTRACTOR".

WITNESSETH: That the said CONTRACTOR having been awarded the contract for

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in accordance with the proposal therefore and for and in consideration of the promises and of the covenants and agreements, and of the payments herein specified, to be made and performed by the CONTRACTOR and the OWNER, the CONTRACTOR hereby covenants and agrees to and with the OWNER to undertake and execute all of the said named work, in a good, substantial and workmanlike manner, and to furnish all the materials and all the tools, labor, and equipment necessary to properly perform and complete the work ready for use, in strict accordance with all the provisions of the Contract including all Bid Documents attached hereto and made a part hereof and to accept as full compensation for the satisfactory performance of this Contract the sum of _____ (\$_____).

The prices named in the Bid are for the completed work, and include the furnishing of all materials and all labor, equipment, tools and appliances and all expense, direct or indirect, connected with the proper execution of the work and of maintaining the same until it has been accepted by the Board of County Commissioners.

Time is of the essence. The CONTRACTOR shall commence the work to be performed under this Contract on the date set by the OWNER in the written notice to proceed, continuing the work with diligence and shall complete the entire work within 45 calendar days after the date of receipt of the notice to proceed. Further, in the event milestone completion dates are established for separable portions of the work, the CONTRACTOR agrees to complete said separable portions of the work in accordance with said milestone dates.

Contract
Centennial Building Parking

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 action of the Board of County Commissioners or fails to prosecute the work, or any separable portions 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 for each calendar day of delay until such reasonable time as may be required for final completion of the work, together with any increased costs incurred by the OWNER in completing the work.

IN WITNESS WHEREOF, the Board of County Commissioners of Clark County, Nevada, has made and executed this contract on behalf of the said OWNER and caused the seal of the said OWNER to be affixed hereto, and the CONTRACTOR has hereunto set his hand the day and year above written.

CLARK COUNTY, NEVADA

BY: _____
Chairman, Board of County Commissioners

ATTEST:

LORETTA BOWMAN, County Clerk

BY: _____
-seal-

CONTRACTOR:

BY: _____
-seal-

NOTE: Witnesses not required for Corporation, but Corporate Certificate must be completed. Two witnesses required for Partnerships and Individuals. Partnerships must complete Partnership Certificate.

Witness

Witness

BOND NUMBER: _____
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PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

That _____, as Contractor, and _____ as Surety, are held and firmly bound unto _____, 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 awarded and is about to enter into the annexed contract with said Owner to perform all work required under the Bidding Schedule(s) _____ of the Owner's specifications, entitled _____.

NOW THEREFORE, if said Contractor shall perform all the requirements of said contract required to be performed on his part, at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, that any alterations in the work to be done or the materials to be furnished, which may be made pursuant to the terms of said contract, shall not in any way release said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said contract release either said Contractor or said Surety, and notice of such alterations or extensions of the contract is hereby waived by said Surety.

SIGNED this _____ day of _____, 19____.

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

(Contractor)

Countersigned resident agent in Nevada:

by: _____
(Signature)

(Agent)

(Surety)

by: _____
(Signature)

by: _____
(Signature)

Address: _____

Address: _____

Phone No. _____

Phone No. _____

BOND NUMBER: _____
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LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS,

That _____, as Contractor, and _____, as Surety, are held and firmly bound unto _____, hereinafter called the 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 awarded and is about to enter into the annexed contract with said Owner to perform all work required under the Bidding Schedule(s) _____.

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 alterations in the work to be done or the materials to be furnished, which may be made pursuant to the terms of said Contract, shall not in any way release either said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract release either said Contractor or said Surety, and notice of such alterations or extensions of the Contract is hereby waived by said Surety.

SIGNED this _____ day of _____, 19____.

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

	_____ (Contractor)
Countersigned resident agent in Nevada:	by: _____ (Signature)
_____ (Agent)	_____ (Surety)
by: _____ (Signature)	by: _____ (Signature)
Address: _____ _____	Address: _____ _____
Phone No. _____	Phone No. _____

BOND NUMBER: _____
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GUARANTY BOND

GUARANTEE for _____

(Name and Address of Prime Contractor)

We hereby guarantee that the _____

(Description of Work)

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 filing of the Notice of Completion of the above-named work by the County of Clark, State of Nevada, without any expense whatsoever to said County of Clark, State of Nevada, ordinary wear and unusual abuse or neglect excepted.

In the event of our failure to comply with the above-mentioned conditions within five (5) calendar days after being notified in writing by the Board of County Commissioners, Clark County, Nevada, we collectively or separately, do hereby authorize Clark County 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 Completion Filing Date

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

Countersigned resident agent in
Nevada:

(Agent)

by: _____
(Signature)

Address: _____

Phone No. _____

(Contractor)

by: _____
(Signature)

(Surety)

by: _____
(Signature)

Address: _____

Phone No. _____